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COURT OF COMMON PLEAS, UNION COUNTY, OHIO

JOURNAL ENTRY

Filed May 13, 1949
Case No. 16391

Caldonna South,
Plaintiff

-vs-

Warren L. South,
Defendant

This cause came on to be heard on the petition and the evidence and on consideration the Court finds that the defendant has been duly served with process as provided by law and that he is in default for answer or demurrer and that the facts set forth in said petition are true; that plaintiff was a resident of the State of Ohio for more than one year, and a bonafide resident of said Union County for more than thirty days, on the filing of her petition; and that the parties were married as in the petition set forth.

The court further finds that the defendant has been guilty of gross neglect of duty and by reason thereof plaintiff is entitled to a divorce.

It is further ordered that the defnedant, Warren L. South pay thirty dollars ($30.00) per week, through the Clerk of this Court, for the support of the minor children of the parties hereto.

It is therefore considered, adjudged, and decreed that the marriage contract heretofore existing between Caldonna South and Warren L. South, be and the same is hereby dissolved and both parties are released and discharged therefrom, that the plaintiff, Caldonna South, be awarded the care, custody and control of the minor children of the parties hereto, and it is further ordered by the Court that the defendant pay the costs of this proceeding.

F. LeRoy Allen
JUDGE

APPROVED:

William L. Coleman
Attorney for Plaintiff

Sanders & Grigsby
Attorney for Defendant

" " " "

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO

E N T R Y

Filed May 18, 1949
Case No. 16371

Ocetha C. Miller,
Plaintiff

-vs-

Elnora Morrow, et al.,
Defendants

On motion to the court by the defendant, Oscar Bird, and upon producing 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, the said proceedings and report are hereby approved and confirmed. And it appearing to the court that the defendant, Oscar Bird, has elected to take the tract first described in the petition, to-wit, being a tract of 20.46 acres at its appraised value, to-wit, $2000.00, the said estate in said tract is hereby adjudged to him but the order for payment and execution of deed thereto is deferred until further order by reason of the fact that the second tract described in the petition, to-wit, a tract of 63.66 acres is to be sold at auction as hereinafter provided.

And thereupon neither of the parties electing to take said second tract at its appraised value, to-wit, $5500.00, on motion of the defendant, Oscar Bird, it is ordered that said estate be sold at public auction and that an order issue therefor to the Sheriff of Union County.

And on motion of the defendant, Oscar Bird, it is ordered that the sale be made for cash.

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

F. LeRoy Allen
Common Pleas Judge

Approved:
R.R. Clark
Attorney for Plaintiff

Hoopes & Hoopes
Attorneys for Defendants

" " " "

IN THE COURT OF COMMON PLEAS, UNION COUNTY

JOURNAL ENTRY

Filed May 18, 1949
Case No. 3164

The State of Ohio

-vs-

Offense: Operating Motor Vehicle without owner's consent

Wanda Knox

And now the defendant being brought into Court, in charge of the Sheriff, and it appearing that she is in indigent circumstances, and unable to employ counsel, the Court at her request, appoints Richard L. Cameron as counsel for her defense.

F. LeRoy Allen
JUDGE

" " " "

It is further ordered that the plaintiff be granted the care, and control of the minor children, to-wit: Bradley Taylor, Roger Taylor, Shirley Taylor and Rodney Taylor, and that the defendant be ordered to pay the sum of $15.00 per week for the support of said children, that said payment shall be made through the Clerk of this Court and shall begin on or before May 21st, 1949, and continue until further order of the Court. It is further ordered that the defendant shall have the right to visit said children at all reasonable times.

It is further ordered that plaintiff pay the costs of this proceeding and recover said amount from the defendant.

F. LeRoy Allen
JUDGE

APPROVED:
William L. Coleman
Attorney for Plaintiff

" " " "

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO

E N T R Y

Filed May 23, 1949
Case No. 16367

Chandos Skidmore,
Plaintiff

-vs-

Sterling Warrick,
Defendant

This day came the parties herein by their Attorneys; Also came the following named persons as jurors:

Ralph Krites	Hattie Carey
Bernice J. Ryan	Don Carmean
Christine Goff	F.R. Holycross, Sr.
Helen Overly	Harry Rice
Charles H. Brown	Zula E. Ogle
Ray Fryman	Ralph Patterson

who were duly impaneled and sworn according to law; And thereupon the case came on for hearing on the pleadings and evidence.

And after hearing the evidence, argument and charge of the court, the jury retired to their room in charge of the baliff for deliberation.

And now comes said jury into open court with their verdict in writing, signed by each concurring juror and say, "We, the jury, find on the issue joined, for the defendant, Sterling Warrick, no damages, and we do so render our verdict upon the concurrence of twelve members of our said jury." (Signed by all twelve members of the jury).

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:
Hoopes & Hoopes
Attorneys for Plaintiff

Sanders & Grigsby
Attorneys for Defendant

" " " "

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO

E N T R Y

Filed May 24, 1949
Case No. 16415

Grace Houston Biamonte,
Plaintiff

-vs-

Frances Stoecker, et al.,
Defendants

This day this cause came on upon the application of the defendant, Frances Stoecker, for the appointment of a Receiver to collect the rents and profits from the real estate described in the petition during the pendency of this action and upon consideration the court sustained said application.

It is therefore considered by the court that George Scheiderer be and he hereby is appointed Receiver and as such is authorized to take over the management and control of said real estate during the pendency of this action to collect the rents and profits, to keep unsurance policies thereon in force and renewed when necessary, to make necessary reparis and to account for all rents recovered together with the rents now in his hands as agent of the parties. It is further ordered that before entering upon his duties as Receiver the said George Scheiderer give bond to the satisfaction of the court in the sum of $500.00. Thereupon said George Scheiderer gave bond in said sum with surities to the satisfaction of the court and accepted said appointment.

F. LeRoy Allen
Common Pleas Judge

APPROVED:
Sanders & Grigsby
Attorneys for Frances Stoecker
C.A.Hoopes
Attorneys for Plaintiff

" " " "

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO

JOURNAL ENTRY

Filed May 24, 1949
Case No. 3166

The State of Ohio

-vs-

Offense: Possession of Lewd Literature

Clifford H. Blake

And now the defendant being brought into Court, in charge of the Sheriff, and it appearing that he is in indigent circumstances, and unable to employ counsel, the Court at his request, appoints Robert F. Allen as counsel for his defense.

F. LeRoy Allen
JUDGE

" " " "

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO

JOURNAL ENTRY

Filed May 26, 1949
Case No. 3179

State of Ohio

-vs-

Rolla H. Doyle,
Defendant

Charge of Playing Game for Money

This day came into court the Prosecuting Attorney in behalf of the state of Ohio, and the defendant being brought into court in custody of the Sheriff and accompanied by his attorney, William S. Hoopes, was required to plead to the information.

Whereupon said defendant, by his attorney, waived the reading of the information, waived service, and entered a plea of not guilty.

It is the order of this court that the defendant enter into bond in the amount of Three Hundred Dollars ($300.00) to the satisfaction of the Clerk of Courts, and that trial of this cause be set for June 8th, 1949 at 9:30 o'clock A.M.

F. LeRoy Allen
JUDGE

APPROVED BY:
Luther L. Liggett
Prosecuting Attorney

" " " "

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO

JOURNAL ENTRY

Filed May 26, 1949
Case No. 3182

State of Ohio

-vs-

Charge of Permitting Gambling

Bessie Doyle,
Defendant

This day came into court the Prosecuting Attorney in behalf of the State of Ohio, and the defendant being brought into court in custody of the Sheriff and accompanied by her attorney, William S. Hoopes, was required to plead to the information.

Whereupon said defendant, by her attorney, waived the reading of the information, waived service, and entered a plea of not guilty.

It is the order of this court that the defendant enter into bond in the amount of Three Hundred Dollars ($300.00) to the satisfaction of the Clerk of Courts, and that trial of this cause be set for June 14th, 1949 at 9:30 o'clock A.M.

F. LeRoy Allen
JUDGE

APPROVED BY;
Luther L. Liggett

" " " "

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO

JOURNAL ENTRY ORDERING PARTITION

Filed May 26, 1949
Case No. 15957

Thomas Chapman,
Plaintiff

-vs-

Ionia Chapman, et al.,
Defendants

This cause came on to be heard on the Petitinn, the Answer of the Guardian ad litem for Betty Chapman, a minor who was 20 years of age at the time of filing the Petition herein, Merle Chapman then 19, Norma Chapman then 13, Sarah Chapman then 10, and Fred Chapman then 5; the Defendants Ionia Chapman, Charles Chapman, Merle Chapman, Paul Chapman, Olin Chapman, Henry Chapman, Anson Chapman, Ada Ruggles, Ben Chapman, Perry Chapman, Ruth Young, the mother of Betty Chapman, Merle Chapman and Norma Chapman, Sarah Chapman, Fred Chapman, Ruth Mason Chapman, the mother of Sarah Chapman and Fred Chapman, Albert Chapman, Frank Chapman, Gladys Miller, Marian Chapman, Dora Wheaton, Harry Chapman, and William Chapman, being in default of Answer or Demurer, and the evidence.

The Court finds that Betty Chapman then 20 years of age and Merle Chapman then 19 years of age, have since filing the Petition herein become 21 years of age and this action therefore proceeds in their name personally, without the intervention of a Guardian ad litem or other person for them.

On consideration whereof, the Court finds that the Plaintiff and the Defendants are the owners in common of an estate in fee simple in the real property described in the Petition. That the respective interests and ownership of the parties is as follows:

Plaintiff, Thomas Chapman, an undivided 1/4 interest;
Defendant, Ionia Chapman, dower in the undivided 1/4 interest to which Valentine Chapman would have been entitled if living;
Defendant, Charles Chapman, an undivided 1/16 subject to the dower of Ionia Chapman;
Defendant, Merle Chapman an undivided 1/16 subject to the dower of Ionia Chapman;
Defendant, Paul Chapman an undivided 1/16 subject to the dower of Ionia Chapman;
Defendant, Olin Chapman an undivided 1/16 subject to the dower of Ionia Chapman;
Defendant, Henry Chapman an undivided 1/24;
Defendant, Anson Chapman an undivided 1/24;
Defendant, Ada Ruggles an undivided 1/24;
Defendant, Ben Chapman an undivided 1/24;
Defendant, Perry Chapman an undivided 1/24;
Defendant, Betty Chapman, an undivided 1/120th;
Defendant, Merle Chapman, an undivided 1/120th;
Defendant, Norma Chapman, a minor, an undivided 1/120th;
Defendant, Sarah Chapman, a minor, an undivided 1/120th;
Defendant, Fred Chapman, a minor, an undivided 1/120th;
Defendant, Ruth Mason Chapman, rights as surviving spouse of Lee Chapman, deceased;
Defendant, Albert Chapman, an undivided 1/128th;
Defendant, Frank Chapman, an undivided 1/128th;
Defendant, Gladys Miller, an undivided 1/128th;
Defendant, Marian Chapman, an undivided 1/128th;
Defendant, Dora Wheaton, an undivided 1/128th;
Defendant, Harry Chapman, an undivided 1/128th;
Defendant, William Chapman, an undivided 1/128th;

The Court further finds that title to said property came to Plaintiff and the Defendants by decent from Jesse Chapman, deceased, an inhabitant of this state, who died intestate in 1893, and that all the debts and claims against his estate have either been paid or secured to be paid, and that the Plaintiff is entitled to partition of said property.

It is therefore, ordered, adjudged and decreed that a writ of partition issued to the Sheriff of this County commanding him that by the oath of G. Wilbur Griffith, C.B. Phelps, and Bert Graham, three disinterested and judicious freeholders of the vicinity hereby appointed as commissioners for the purpose he caused to be divided and set off to the Plaintiff and the Defendants, respectively, the parts of said real property to which they are entitled, as herein above set forth, but that, if in the opinion of said commissioners, said property cannot be divided according to the command of this writ, and of this decree, without manifest injury to its value, they shall return that fact to the Court, with a just valuation of said property.

F. LeRoy Allen
JUDGE

APPROVED:
Robert F. Allen
Robert F. Allen
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO

JOURNAL ENTRY. APPOINTMENT OF AUCTIONEER

Filed May 24, 1949

In the Matter of the Appointment of Earl K. Davis, Auctioneer

Earl K. Davis having made application to be appointed and licensed an Auctioneer; and it appearing to the Court that he is a suitable person and resides in this County;

It is ordered that said Earl K. Davis be and is appointed Auctioneer for one year from this date, and is authorized to exercise the occupation and to sell any property or effects by public auction, vendue or outery in any County in the State of Ohio, during said appointment.

The Court determines the amount to be paid by said Earl K. Davis to be the sum of Five Dollars.

And the said Earl K. Davis having given bond to the State with The Affiliated Continental Companies as sureties in the sum of One Thousand Dollars, conditioned according to law; and said surety being sufficient, said bond is approved by the Court.

And it is further ordered that upon said Earl K. Davis making payment to the Treasurer of this County of the sum of money so required of him, and such payment being duly certified to the Clerk of this Court as provided by law, said Clerk issue a license in proper form under the seal of the Court granting to said Earl K. Davis so appointed full power and authority to exercise the occupation of Auctioneer according to his appointment.

F. LeRoy Allen
JUDGE

" " " "

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO

JOURNAL ENTRY

Filed June 2, 1949
Case No. 16376

Warner Lee Johnson,
Plaintiff

-vs-

Mary Ann Johnson,
Defendant

This cause was regularly assigned for hearing this 2nd. day of June, 1949, and the same came on to be heard and was submitted to the Court upon the cross-petition of the defendant and evidence, the plaintiff having, by leave of court, heretofore withdrawn his petition filed herein.

The Court finds the plaintiff had the necessary and requisite residence in this county and state at the time of the commencement of this action, and that the Court has jurisdiction of the cause of action and of the parties.

The Court further finds upon the evidence adduced that the plaintiff has been guilty of gross neglect of duty and that by reason thereof the defendant is entitled to a divorce as prayed for in her cross-petition. It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Warner Lee Johnson and Mary Ann Johnson be, and the same hereby is dissolved and both parties are released from the obligations of the same.

It is further ordered and adjudged that ther permanent care, custody and control of Patricia Ann Johnson, minor child of the parties, be and the same hereby is awarded to the defendant, with reasonable visitation rights to the plaintiff. It is further ordered that plaintiff pay to defendant, for the support of said child, the sum of $10.00 per week, affective at once, said payments to be made to the Clerk of Courts, Union County, Marysville, Ohio. Said orders of custody, visitation rights, and support payments to continue until further order of the Court.

It is further ordered that the plaintiff pay the costs herein.

F. LeRoy Allen
JUDGE

APPROVED:

Sanders & Grigsby
Attorneys for Plaintiff

H.P. Fagan - Gilbert Kirby
Attorneys for Defendant

" " " "

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO

E N T R Y

Filed June 3, 1949
Case No. 16426

Awanda M. Hensel,
Plaintiff

-vs-

Patrick L. Hensel,
Defendant

STATE OF OHIO, COUNTY OF UNION, SS:

This day this cause came on to be heard upon the motion of defendant for the appointment of a receiver and for an Injunction restraining plaintiff from disposing of diamonds, jewelry and other personal property.

The Court fixes the time for a hearing on said motion on the 8th. day of June, 1949, at 10:00 o'clock A.M.

It is further ordered that service of a copy of this entry on plaintiff shall constitute notice as to the time and place of said hearing.

F. LeRoy Allen
COMMON PLEAS JUDGE

" " " "

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO

E N T R Y

Filed June 4, 1949
Case No. 16397

David Dayton, an infant, by
Louise Dayton, his next friend,
Plaintiff

-vs-

Orville Davidson,
Defendant

On the 2nd. day of June, 1949, this action having been submitted to a Jury and the said Jury having rendered a verdict for the defendant, therefore it is considered and ordered by the Court that the said defendant go hence without day and that he recover from the plaintiff his costs herein expended.

F. LeRoy Allen
JUDGE

APPROVED:

Hoopes & Hoopes
Attorneys for Plaintiff

Myers & Hoopes
Attorneys for Defendant

" " " "

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO

E N T R Y

Filed June 6, 1949
Case No. 16421

Joan E. Burroughs Vanatta,
by Eugene P. Burroughs, her
father and next friend,
Plaintiff

-vs-

Walter E. Vanatta,
Defendant

Case dismissed at plaintiff's cost, costs paid, no record.

F. LeRoy Allen
Common Pleas Judge

Approved:
Sanders & Grigsby
Attorneys for Plaintiff

" " " "

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO

Lennie Brehm,
Plaintiff
-vs-
Herbert W. King,
Defendant

Case No. 16406
Filed June 8, 1949

This case settled and dismissed without record and costs paid.

F. LeRoy Allen
Common Pleas Judge

" " " "

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO

JOURNAL ENTRY

Filed June 13, 1949
Case No. 3179

State of Ohio

-vs-

CHARGE OF PLAYING GAME FOR MONEY

Rolla H. Doyle,
Defendant

This day came Luther L. Liggett, the Prosecuting Attorney on behalf of the state, and in open court, for good cause shown, with leave of court, dismissed the charge contained in the above information.

Luther L. Liggett
Prosecuting Attorney
Union County, Ohio

" " " "

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO

JOURNAL ENTRY

State of Ohio

-vs-

Case No. 3183
June 13, 1949

Bessie Doyle,
Defendant

Charge of Sale & Possession of Intoxicants

This day came Luther L. Liggett, the Prosecuting Attorney on behalf of the state, and in open court, for good cause shown, with leave of court, dismissed the charge contained in the above information.

Luther L. Liggett
Prosecuting Attorney
Union County, Ohio

" " " "

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO

E N T R Y

Filed June 27, 1949
Case No. 16427

Ola Lash,
Plaintiff

-vs-

W.L. Beecher, et al.,
Defendants

It appearing to the court that plaintiff in this case seeks to set aside a certain paper writing, purporting to be the Last Will and Testament of Zina A. Beecher, deceased, late of the County of Union, which has been admitted to probate according to the statutes in such cases made and provided, and no issue being made up by the pleadings, it is now ordered that the validity of said will be, and it hereby is, put in issue between the parties, and that it be ascertained by the verdict of the jury whether said writing is the last will and testament of the said Zina A. Beecher, deceased, or not.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:
Sanders & Grigsby
Attorney for Plaintiff

Myers & Hoopes
Attorneys for James L. Willoughby, Sr.
Executor of the Estate of Zina A. Beecher, deceased

" " " "

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO

E N T R Y

Filed June 15, 1949
Case No. 16375

Gusta Jean Mayberry,
Plaintiff

-vs-

William Thomas Mayberry,
Defendant

On motion of the plaintiff, by her Attorney, it is ordered by the Court that this cause be, and the same is hereby dismissed, and without record and without prejudice to a new action, and at the costs of the plaintiff.

F. LeRoy Allen
JUDGE

APPROVED:

Myers & Hoopes
Attorneys for Plaintiff

" " " "

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO

E N T R Y

Filed June 20, 1949
Case No. 16388

Robert Garey,
Plaintiff

-vs-

Martha Garey,
Defendant

This day this cause came on to be heard and leave of the Court being first had the plaintiff by his attorney hereby dismisses his petition filed herein.

F. LeRoy Allen
JUDGE

APPROVED:

William J. Porter
Attorney for Plaintiff

Carl F. Digel
Attorney for Defendant

" " " "

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO

JOURNAL ENTRY

Filed June 21, 1949
Case No. 16365

Juell C. Herriott,
Plaintiff

-vs-

Kathryn Atkinson, et al.,
Defendants

This day this cause came on to be heard upon the motion of the plaintiff and for good cause shown said application appearing to be reasonable it is ordered that Martin F. Miller and Gertrude D. Miller, his wife; Mildred M. Miller and Edward W. Miller, her husband, Rose Miller Kruse and Albert Kruse, her husband; Garnet Brooks and Wm. P. Brooks, her husband; and Avonelle Miller Fahrenholz and Everett Fahrenholz, her husband, be made parties defendant to this proceeding.

F.LeRoy Allen
JUDGE

APPROVED:

William L. Coleman
Attorney for Plaintiff

" " " "

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO

ENTRY ON MOTION

Filed June 22, 1949
Case No. 16415

Grace Houston Bismonte,
Plaintiff

-vs-

Frances Stoecker, et al.,
Defendants

This day on motion of Milo L. Myers, and for good cause shown, it is ordered that he be and hereby is made a party to this action, with leave to plead in stanter and the same filed.

F. LeRoy Allen
JUDGE

APPROVED:

C.A.Hoopes
Attorneys for Plaintiff
Sanders & Grigsby
Attorneys for Frances Stoecker
Milo L. Myers
For Himself

" " " "

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO

E N T R Y

Filed June 24, 1949
Case No. 16423

Edward Marshall and
Sarah Thompson Marshall,
Unionville Ctr., Ohio,
Plaintiffs

-vs-

William Crumm and Rachel Thompson Crumm,
Canaan Township, Madison County, Ohio,
Defendants

Now comes the plaintiffs and the defendants, being in default for answer and demurrer, the Court finds that at the time of bringing this action the said plaintiffs were in possession of the real property described in the petition and that they had the legal estate in and were entitled to the possession of the same.

The Court further finds that the plaintiffs purchases said property and that a deed was signed by all of those who had title thereto except the defendants who had received payment for their interest in said property.

The Court further finds that the defendants do not have any estate in or are entitled to the possession of said real estate or any part thereof and that the plaintiffs ought to have their title and possession quieted as against each of said defendants as prayed for in their petition.

It is, therefore, ordered, adjudged and decreed that the title and possession of the said Edward Marshall and Sarah Thompson Marshall to all and singular the premises in the petition described:

Situated in the County of Union, State of Ohio in the Village of Unionville Center and bounded and described as follows:

Being Lot No. (51) fifty-one as the same is known, numbered and designated on the recorded plat of said Village of record in the Recorder's Office of said County at Marysville, Ohio.

Be, and the same hereby are quieted as against the defendants and each of them, and all persons claiming under them or any of them; and they are hereby forever enjoined from setting up any claim to said premises or any part thereof adverse to the title and possession of said Edward Marshall and Sarah Thompson Marshall, their heirs and assigned thereto.

It is further ordered that Edward Marshall and Sarah Thompson Marshall have good and sufficient title to said premises free and clear from all encumbrance, and that this order be transferred in the Auditor's Office of Union County, Ohio, and recorded in the Recorder's Office of Union County, Ohio.

It is further ordered that the plaintiff pay the costs of this action.

F. LeRoy Allen
JUDGE

" " " "

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO

E N T R Y

Filed June 29, 1949
Case No. 16418

Millicent Mae Conrad,
Plaintiff

-vs-

Jesse M. Conrad,
Jessie Lee Conrad, a minor,
Judith Ann Conrad, a minor,
Defendants

On this 27th. day of June, 1949, this cause coming on to be heard on the petition, the answer of the defendant, Jesse M. Conrad, and the answer of the defendant, Jesse Lee Conrad and Judith Ann Conrad, minors, by Joseph Grigsby their Guardian Ad Litem heretofore herein appointed as such Guardian Ad Litem by this Court for said minor defendants, and the evidence, and upon consideration thereof the Court find that all of the defendants have had due legal notice of the pendency and demands of the said petition and that all of said defendants are properly before the Court.

The Court further find that the plaintiff, Millicent Mae Conrad, and the defendants hereinafter named are tenants in common in all the real estate described in the petition.

That the plaintiff, Millicent Mae Conrad, has a legal right to the undivided one-half thereof.

That Jesse F. Conrad, the previous owner of said real estate, died testate and his last Will and Testament was duly admitted to probate and record in the Probate Court of Union County, Ohio, and that by virtue of the terms thereof the defendant, Jesse M. Conrad, was devised a life estate in an undivided one-half interest of said real estate, and the minor defendants Jessie Lee Conrad and Judith Ann Conrad, being children of the said Jesse M. Conrad, were devised and by the terms of said Last Will and Testament of said decedent are each the owner of an undivided one-fourth interest in said real estate, being the remainder estate therein subject to the life estate of the said defendant, Jesse M. Conrad in said estate.

The Court further find that the plaintiff, is entitled to have partition of said estate made, as prayed for in her petition.

Therefore, it is ordered, adjudged, and decreed that partition of said estate be made in favor of all parties in interest and R.B. Dildine, Walter Robinson and Sturgis Cheney three judicious and disinterested free holders of the vicinity are hereby appointed Commissioners to make said partition.

It is further ordered that a writ of partition issue to the Sheriff of Union County, Ohio, commanding him that by the oaths of the commissioners above named he cause to be set off and divided, to each of the above named parties that part and proportion of said estate to which they are severally above found entitled. And of his proceedings herein, said Sheriff is ordered to make due return.

F. LeRoy Allen
JUDGE

APPROVED:
Joseph B. Grigsby
Guardian Ad. Litem
Milo K. Myers
Attorneys for Plaintiff
Gwynn Sanders
Attorneys for Defendants

" " " "

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO

E N T R Y

Filed June 29, 1949
Case No. 16415

Grace Houston Biamonte,
Plaintiff

-vs-

Frances Stoecker, et al.,
Defendants

This cause came on to be heard upon the Answer of Milo L. Myers and the court being fully advised in the premises find that Milo L. Myers has a lease on the rooms now occupied by him until February 1st, 1950; that he has the rent paid until August 1st, 1949 and at that time there will be due from him to the purchaser of the building he occupies, the sum of $60.00 rent to February 1st, 1950.

The court further find that Milo L. Myers has the right to remove a partition in the room across the hall from his office in which is located a toilet; that he does not have the right to remove any other partitions, any pipes or toilet or plumbing or fixtures for gas. It is further ordered that prospective purchasers be given notice of this finding at the time of the sale.

APPROVED:

F. LeRoy Allen
Common Pleas Judge

Hoopes & Hoopes
Attorneys for Plaintiff
Milo L. Myers

" " " "

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO

JOURNAL ENTRY

Filed July 2, 1949
Case No. 16281

Ottis Phipps,
Plaintiff

-vs-

Walter A. Herd, Horace P. Martin,
and William H. Snodgrass, Justice of Peace,
Paris Township, Union County, Ohio,
Defendants

Upon motion by the defendant and for good cause shown this cause is ordered dismissed without record and at plaintiff's cost. It is further ordered that the restraining order heretofore issued against William H. Snodgrass, as Justice of Peace be held for naught and with prejudice to the Plaintiff.

F. LeRoy Allen
JUDGE

APPROVED:

Clifton L. Caryl
Attorney for Plaintiff

William L. Coleman
Attorney for Defendant

" " " "

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO

E N T R Y

Filed July 5, 1949
Case No. 16383

Edna M. Heath,
Plaintiff

-vs-

Albert Heath,
Defendant

On this 5th. day of July, 1949, this cause having come on for hearing on the citation for the defendant to be and appear before this Court and show cause, if any he may have, why he should not be held in contempt of Court in violation of the order of this Court heretofore made herein as per Entry filed on June 28th, 1949, and the said defendant appearing in person and by counsel and showing no good reason why he should not be held in contempt of this Court, the Court finds him guilty of contempt.

It is therefore adjudged and the said Albert Heath be forthwith imprisoned for ten days in the County Jail of Union County, Ohio, and there remain unless otherwise legally discharged according to law.

F. LeRoy Allen
JUDGE

" " " "

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO

DECREE OF DIVORCE

Filed July 6, 1949
Case No. 16381

Marie Organ,
Plaintiff
-vs-

Chester M. Organ,
Defendant

This day this cause came on to be heard upon the pleadings and the evidence, on consideration thereof, and the court being fully advised in the premises, find 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 had been a resident of the State of Ohio for one year next prior thereto and had been a bonafide resident of Union County for more than thirty days prior thereto; that the parties were married on the 24th. day of December, 1925 and that the defendant has been guilty of extreme cruelty toward the plaintiff and that the plaintiff is entitled to a divorce as prayed for in the petition.

It is therefore ordered, adjudged and decreed that the said marriage relation now existing between said parties be and the same is now dissolved and said parties are released therefrom. It is further ordered that the plaintiff have as alimony the following described personal property:

Being all of the household goods and chattels now in and about the residence of the parties in West Mansfield, Ohio, said personal property consisting of the following:

1 Bed Room Suite, bed and springs and mattress, Vanity, Chest of Drawers, Bed lamp and dresser lamps, 2 other dressers, 2 set springs, 1 mattress, Bedding such as pillows, comforts, bedspreads, etc., 1 Wash stand and feather bed, plaintiff's clothing, fruit and jelly, Curtains, 2 blue rugs, 1 mulberry rug, 8 or 10 throw rugs, 2 piece livinv room suite (red plush), 2 piece living room suite (Reed), Book ends, Library table, Music cabinet, Wall lamp, Pictures, Large morror, Electric clock, Dining room chairs, Dining room table, 3 Kitchen chairs, Buffet, Radio, End table, 1 Linoleum rug, Perfection oil stove, Crosley electric range, White utility cupboard, 4 piece breakfast set, High chair, 1 Cupboard, Silverward, Kitchen tools, Kitchen utensils, Dishes and novelties, Electric washer, Tub and Stomper, Ironing Board, Linens, Electric Iron, Electric Sweeper, Ice box, Thermos jug.

Excepting therefrom the following portion which the defendant shall retain, to-wit:

His personal clothing and belongings, 1 iron bed, springs and mattress, 1 Mulberry rug, 1 linoleum rug, 1 radio, enough dishes and silverware for his own personal use, ice box, 1 Reed living room suite, 1 dining room rug. Heatrola.

And it is ordered that the plaintiff have a period of ten days from this decree within which to remove the personal property herein awarded her and the defendant is enjoined from interfering with her in such removal.

It is further ordered that the plaintiff pay the costs of this proceeding.

F. LeRoy Allen
Common Pleas Judge

O.K.
Gwynn Sanders
C.A.Hoopes

" " " "

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO

Ohio Oil Company, Findlay, Ohio,
Plaintiff

-vs-

B.H. Matteson
B.V. Matteson, Jr.,
Defendant

JUDGMENT ENTRY

$196.62

Filed July 7, 1949
Case No. 16443

This day came the plaintiff, by their attorney; also appeared in open court, for and on behalf of said defendants, Sanders & Grigsby, an attorney at law of this court, and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendants, entered the appearance of said defendants, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendants, and in favor of said plaintiff, for One Hundred and ninety-six dollars and sixty-two 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 from said defendant the sum of One Hundred and nine-six dollars and sixty-two cents, being the amount of said note and unpaid interest due thereon from the 7th. day of July, 1949, to date of judgment; and also recover the costs herein expended, taxed at $, and interest on said judgment at six (6) per cent, per annum, from said date of judgment until paid.

F. LeRoy Allen, Judge

" " " "

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO

E N T R Y

Anna M. Mitchell,
Plaintiff

Filed July 9, 1949
Case No. 16441

-vs-

Hazel Owens, and
Christine McKirgan,
Defendants

This day this cause came on to be heard upon the motion of the defendants, Hazel Owens and Christine McKirgan, requesting that Anna M. Mitchell as Administratrix of the Estate of William H. Mitchell, deceased, be made a party defendant in this cause.

Upon consideration of the same, the court finds that Anna M. Mitchell as Administratrix of the Estate of William H. Mitchell, deceased, is a proper and necessary party to said action. It is therefore ordered and decreed that Anna M. Mitchell as Administratrix of the Estate of William H. Mitchell, deceased, be, and she hereby is made a party defendant in this cause.

APPROVED BY;

F. LeRoy Allen
COMMON PLEAS JUDGE

Sanders & Grigsby
Attorney for Plaintiff

" " " "

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO

E N T R Y

Filed July 11, 1949
Case No. 15459

Marguerite LeGrand,
Plaintiff

-vs-

Eldon P. LeGrand,
Defendant

This day this cause came on to be heard upon the application of the defendant for an order modifying the former order of the court by permitting the defendant to have the custody of the minor children of the parties during the summer vacation of each year, also upon the application of plaintiff for allowance of counsel fees, legal and other expenses of plaintiff incurred in defense of the said motion of defendant.

And thereupon this cause was heard upon the pleadings, evidence and argument of counsel.

And the court being fully advised in the premises sustained said application of the defendant.

It is therefore considered by the court that the defendant have the custody of said minor children from July 10, 1949 to September 1, 1949; that he pay to the plaintiff the sum of $100.00 for the month of July, 1949 in lieu of an allowance for counsel fees, legal and other expenses incurred by plaintiff in defense of said motion of defendant. It is further ordered that the defendant be not required to pay the allowance of $100.00 per month for the support of said children during the month of August, 1949.

It is further ordered that, subject to the future order of the court, the defendant have the custody of said children during each year succeeding the year 1949 during two months of each summer vacation period, the exact time to be arrived at by agreement of parties and if they are unable to agree the same to be fixed by the court upon application. That during such period of two months the defendant be not required to pay $100.00 per month or any sum for the support of said children.

Except as herein above provided the former orders of this Court relating to the care, custody and control and payments for support of the children of the parties remain in full force and effect.

Exceptions noted for the plaintiff.

F. LeRoy Allen
Common Pleas Judge

Approved:

Thomas H. Monger
Thomas H. Monger
Attorney for Plaintiff

Benson L. Owens
Benson L. Owens

C.A.Hoopes
C.A.Hoopes
Attorneys for Defendant

" " " "

E N T R Y

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO

Paul Dildine, dba.
Dildine's Feed Mill,
Plaintiff

-vs-

Frank Penn,
Defendant

Filed July 18, 1949
Case No. 16432

Now comes the plaintiff, by his attorney, and the defendant being in default of answer and demurrer, the court find that the allegations of the petition are confessed by him to be true. Hereupon the court takes the account and finds that the defendant owes the plaintiff, and that he is indebted to the plaintiff in the sum of $297.74.

It is therefore considered by the court that the said plaintiff, Paul Dildine, dba. Dildine's Feed Mill recover from the defendant, Frank Penn, the said sum of $297.74 and the costs herein expended.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED:

Sanders & Grigsby
Attorneys for Plaintiff

" " " "

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO

Godwin, Ralph
Plaintiff

-vs-

Godwin, Ruth
Defendant

Case No. 16169
Filed July 14, 1949

To the Clerk of Courts:

Please enter the following minutes on the trial docket, as of 7/14/49, and forthwith notify the parties hereto by mailing enclosed copies hereof to Mr. Kerr of Columbus, counsel for defendant and to plaintiff, Mr. Godwin, Counsel for himself at Richwood.

"Cause heard on the rule heretofore issued, on motion of defendant supported by affidavit, requiring plaintiff to show why he should not be adjudged in contempt for alleged failure to comply with the support order heretofore made herein, was heard on the evidence of said parties; on consideration whereof Court finds plaintiff in arrears thereon in the sum of $133.75 and further finding no sufficient extenuating circumstances excusing same, accordingly finds and adjudges plaintiff in contempt and gives him until July 23, 1949 to purge himself thereof by paying said arrears, keeping up current payments in the interim; in default of purging himself in manner as aforesaid, to then stand committed to the county jail until so purged or otherwise discharged by Law. Exc. Costs assessed against plaintiff."

Arthur D. Tudor
JUDGE, SITTING BY ASSIGNMENT

" " " "

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO

E N T R Y

Filed July 16, 1949
Case No. 16433

The Union Banking Co.
of West Mansfield, Ohio,
Plaintiff

-vs-

Karl W. Hannum and George Lang,
Defendants,

Case settled and dismissed at defendants cost with prejudice to a new action. Costs paid, no record.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:
Sanders & Grigsby
Attorneys for Plaintiff
Samuel Lupef
Attorneys for Defendant

" " " "

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO

ENTRY ON CONFIRMATION

Filed July 13, 1949
Case No. 16418

Millicent Mae Conrad,
Plaintiff

-vs-

Jesse M. Conrad, et al.,
Defendants

This day this cause came on to be heard on motion of the plaintiff, by her attorneys, and upon producing 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 this Court, therefore the Court does hereby approve and confirm the said report and the said proceedings.

The Court further finds that the said Commissioners have set off and assigned to Millicent Mae Conrad as and for a part of her interest in said estate, Tracts #1 and #2, which are more definitely described by metes and bounds as follows; to-wit,

TRACT No. 1

Situated in the State of Ohio, County of Union and in the Village of Magnetic Springs.
Being all of Lots No. 2 and No. 3, each fronting 25 feet on Willsjohn Street and running back 76½ feet to a twelve foot alley.

SECOND TRACT

Situated in the State of Ohio, County of Union and in the Village of Magnetic Springs.
Being all of Lots No, F, 4 and 5 situated in the Village of Magnetic Springs, Union County, Ohio.

It is therefore ordered, adjudged and decreed, that the said Millicent Mae Conrad have and possess the said above described tracts of real estate, being Tracts No. 1 and 2 so assigned to her in fee simple, free and clear of any and all right, title, interest or claim whatsoever therein or thereto of Jesse M. Conrad, Jessie Lee Conrad and Judith Ann Conrad, or either of them.

The Court further finds that the said Commissioners have set off and assigned to Jesse M. Conrad as and for a part of his interest in said estate and that of the defendants Jessie Lee Conrad and Judith Ann Conrad, Tract No. 5, which is more definitely described by metes and bounds as follows, to-wit:

Situated in the State of Ohio, County of Union and Township of Leesburg, being part of Survey No. 15941, and bounded and described as follows:
Beginning at a stone, (witnessed by a beech and sugar in the easterly line of said Survey no. 15941), in the center of the Jackson Road and northeast corner to lands formerly owned by Ira A. Graves; thence with the north line of said land S. 84 degrees W. 94 poles to a stone northeast corner to lands formerly owned by Thomas Jones and southeast corner to lands conveyed by Allen Hickok to Julius C. Tower, January 1, 1861; thence with the east line of said Tower's land, (and passing his northeast corner at 86 poles) N. 5 degrees 30' W. 172 poles to a stake in the south line of lands formerly owned by Joseph Morey; thence with the south line of said land, N. 84 degrees E. 94 poles to a stone, (witnessed by three ashes) southeast corner of said land in the east line of said Survey No. 15941 and center of said Jackson road; thence with said line and center of said road, S. 4 degrees 30' E. 172 poles to the place of beginning.
Containing 100 acres, more or less.

Therefore, it is ordered, adjudged and decreed that the defendant, Jesse M. Conrad, have and possess the said Tract No. 5 so assigned to him for and during the term of his natural life, and upon his death the remainder estate therein to the defendants Jessie Lee Conrad and Judith Ann Conrad in fee simple, free and clear of any and all right, title, interest or claim whatsoever therein or thereto of Millicent Mae Conrad.

It is further ordered and the Clerk of this Court is hereby directed to have so much of this decree, as will show the transfer of the title of the above described real estate to the several parties, transfered on the tax duplicate of the County Auditor of Union County, Ohio, and recorded in the office of the County Recorder of Union County.

The Court further finds from the return of the Sheriff and the report of the Commissioners, that the real estate set forth and described in the petition and writ of partition as Tract #3,#4, and #6 could not be divided by metes and bounds, between the parties, without manifest injury to the value thereof, and that said Commissioners made and returned their appraisement of said real estate as follows:

Tract 3	$2900.00
Tract 4	125.00
Tract 6	5500.00

And it appearing to the Court that the said Millicent Mae Conrad has elected to take the real estate described as Tracts #3,#4, and #6 at their appraised value; and, it further appearing to the Court that the said Millicent Mae Conrad has paid to the Clerk of this Court the costs of this case, taxed at $43.32

To United States for Revenue stamps	9.90
To Myers & Hoopes, Attorneys for plaintiff for their services herein, the sum of	1090.00
To the defendant, Jesse M. Conrad, the value of his life estate in said Tracts #3,#4, & #6	2913.23

It further appearing to the Court that the said defendants, Jessie Lee Conrad and Judith Ann Conrad are minors and that their remainder interest in said Tracts #3,#4, and #6 is each of the value of $388.83 and being less than $500.00, and that they reside with their parents Jesse M. Conrad and Leona Conrad, therefore it is ordered by the Court that a trustee for said minors be dispensed with and that the said sum due them respectfully be paid by the said Millicent Mae Conrad to Jesse M. Conrad and Leona Conrad.

The Court further finds that the said plaintiff, Millicent Mae Conrad, has retained as her proportionate share in said Tracts #3,#4, and #6 the sum of $3690.89.

Therefore, and it is hereby adjudged and decreed that the Sheriff of Union County, Ohio, execute and deliver a good and sufficient deed to the said Millicent Mae Conrad, in fee simple, for said Tracts #3,#4 and #6, which are more definitely described my metes and bounds as follows, to-wit:

THIRD TRACT

Situated in the County of Union, State of Ohio, and in the Village of Magnetic Springs.
Being Lot No. 6 of the original plat of Magnetic Springs, Ohio.

(Continued on next page)

FOURTH TRACT

Situated in the State of Ohio, County of Union and in the Village of Magnetic Springs.
Being that portion of Lots Nos. 142 and 143 beginning at a point 45 feet north of the S.E. corner of Lot No. 143 on the line of lot owned by Ivan G. McCombs and extending west to the west line of Lot No. 142; thence north 40 feet on said line; thence east to the Will John's gravel road; thence South 40 feet to the place of beginning.

SIXTH TRACT

Situated in the State of Ohio, County of Union and in the Village of Richwood, and bounded and described as follows:
Beginning at the S.W. corner of In Lot No. 41, thence along the South line of said Lot 41, 100 feet; thence North 19.83 feet in a line parallel with the East line of said Lot 41; thence West 100 feet in a line parallel with the South line of said Lot 41; thence South 19.83 feet along the West line of said Lot 41, to the place of beginning.

It is further ordered by this Court that this proceedings be recorded.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED:

Myers & Hoopes
Attorneys for Plaintiff
Sanders & Grigsby
Attorneys for Jesse M. Conrad
Joseph B. Grigsby
Guardian Ad Litem for Jessie Lee Conrad
& Judith Ann Conrad

" " " "

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO

JOURNAL ENTRY

Juell C. Herriott,
Plaintiff

Filed July 22, 1949
Case No. 16365

-vs-

Kathryn Atkinson and George Atkinson,
her husband, et al.,
Defendants

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

And it appearing to the Court that the said Juell C. Herriott has elected to take the said premises at their appraised value and that the terms of payment are to be cash and the Court finding that the costs of this action including a counsel fee of $380.00 to William L. Coleman for his services herein amount to $467.09. It is ordered by the Court that upon payment being made to the sheriff by the said Juell C. Herriott of her proportion of said costs plus payment to the sheriff for the interests of Kathryn Atkinson to-wit a one-seventieth (1/70) interest and Leo Wilson a one-seventieth (1/70) interest to L.H. Mussleman a one-thirtyfifth (1/35) interest, to Frank King a one-thirty-fifth (1/35) interest to Rosie Kruse a one-thirtyfifth (1/35) interest, to Martin Miller a one-three hundred fifteenth (1/315) interest, to Edward Miller a one-three hundred fifteenths (1/315) interest, to Garnet Brooks a one-three hundred fifteenths (1/315) interest, to Mrs. Orel Alder a one-three hundred fifteenths (1/315) interest, to Nellie Miller Kilbury a one-three hundred fifteenths (1/315) interest, to Charles Miller a one-three hundred fifteenths (1/315) interest, to Avonelle Miller Fehrenholtz a one-three hundred fifteenths (1/315) interest and to Jacob L. Thomas a one-three hundred fifteenths (1/315) interest, minus their proportionate share of the costs, which interests have heretofore been determined by the court, Said estate and the interests of the parties named as heirs of the late Francis Kahler be and it hereby is adjudged to Juell C. Herriott and the sheriff is ordered thereupon to make and execute to her a conveyance thereof.

And the Court coming now to distribute the proceeds of said estate, it is ordered that the sheriff upon receiving the same as above pay:

First. To the Treasurer of Union County NIL being the taxes and penalties due on said premises.

Second. To the Clerk of this Court the costs of this proceeding to-wit $467.09 which includes a counsel fee of $380.00 to William L. Coleman.

Third. To the following defendants the amounts set opposite their named.

Kathryn Atkinson, 1713 Dundee Avenue, Louisville, Kentucky	$109.75
Leo Wilson, Delaware, Ohio	109.75
L.H. Mussleman, Amlin, O.	219.51
Frank King, Franklin Avenue, Columbus, Ohio	219.51
Rosie Kruse, 791 Ebner Street, Columbus, Ohio	24.39
Martin Miller, 2657 Sullivant Avenue, Columbus, Ohio	24.39
Edward Miller, 68 West Park Avenue, Columbus, Ohio	24.39
Garnet Brooks, 1533 South Burnett Road, Springfield, Ohio	24.39
Orel Alder (Mrs.)	24.39
Nellie Miller Kilbury, R.F.D., Springfield, Ohio	24.39
Charles Miller, Route #1, Plain City, Ohio	24.39
Avonelle Miller Fahrenholz, Hilliards, Ohio	24.39
Jacob L. Thomas, 2385 Neil Avenue, Columbus, Ohio	24.39

It is further ordered that upon compliance with this order this cause be dismissed with record, costs paid.

F. LeRoy Allen
JUDGE

APPROVED:
William L. Coleman
Attorney for Plaintiff

" " " "

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO

ENTRY APPOINTING DEPUTY SHERIFF

Filed July 25, 1949

By virtue of the power vested in me as Sheriff of Union County, Ohio and in persuance and in compliance with Section 2830 of the General Code of Ohio, I do hereby appoint Colmore R. Johnson Deputy Sheriff of Union County, Ohio, invested with all the authority and power of a Deputy Sheriff.

Walter T. Galloway
Sheriff of Union County, Ohio

Whereupon came Colmore R. Johnson and accepted said appointment and office and made oath as follows:

STATE OF OHIO, UNION COUNTY,

I do solemnly swear that I will support the Constitution of the United States of America and the State of Ohio, and that I will faithfully and impartially discharge the duties of Deputy Sheriff of Union County, Ohio, to which I have been appointed according to law and the best of my ability.

Colmore R. Johnson

Sworn to and subscribed in my presence this 23rd. day of July, 1949.

F. LeRoy Allen
Judge of the Court of Common Pleas

The above appointment approved by me this 25th. day of July, 1949.

F. LeRoy Allen
Judge of the Court of Common Pleas,
Union County, Ohio

" " " "

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO

JUDGMENT ENTRY

Filed July 27, 1949
Case No. 16459

Leo E. Buroker,
Plaintiff

-vs-

$525.31

Leroy M. Helman and
Sarah R. Helman,
Defendant

This day came the plaintiff, by his attorney; also appeared in open court, for and on behalf of said defendant, Clifton L. Caryl, 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 Five Hundred Twenty-five dollars and 31 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, erros and right of appeal in the premises.

It is therefore considered that said plaintiff recover from the said defendant the sum of Five Hundred Twenty-five dollars and 31 cents, being the amount of said note and unpaid interest due thereon from the 27th. day of July, 1949, to date of judgment; and also recover his costs herein expended, taxed at $, and interest on said judgment at 4 per cent per annum, from said date of judgment until paid.

F. LeRoy Allen

" " " "

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO

JOURNAL ENTRY

Case No. 3165
Filed July 29, 1949

State of Ohio

-vs-

Ercil Lee VanHoose,
Defendant

Indictment for Forgery G.C. Sec. 13083

This day came into court the Prosecuting Attorney in behalf of the State of Ohio and the defendant being brought into court in custody of the Sheriff and accompanied by his attorney, William L. Coleman, was required to plead to the indictment.

Whereupon said defendant, by his attorney, waived the reading of the indictment and entered a plea of guilty to forging a check in the amount of Thirty Dollars on January 10, 1949, as laid in the indictment.

The court being fully advised in the premises inquired to Ercil Lee VanHoose if he had anything to say why judgment should not be pronounced against him; and he showed no good and sufficient cause why judgment should not be pronounced.

It is, therefore, considered and adjudged by the court that Ercil Lee VanHoose be confined in the Ohio State Reformatory at Mansfield, Ohio for not less than one year or more than twenty years, none of such period to be in solitary confinement; and that within the next five days the Sheriff of Union County convey the said defendant, Ercil Lee VanHoose, to the Ohio State Reformatory at Mansfield, Ohio and deliver him to the Superintendant thereof, and that the defendant pay the cost of this prosecution for which execution is awarded.

F. LeRoy Allen
JUDGE

APPROVED BY:
Luther L. Liggett
Prosecuting Attorney

" " " "

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO

E N T R Y

Margaret Bright,
Plaintiff

-vs-

Frank Calloway,
Defendant

Case No. 16422
Filed July 30, 1949

This day this cause came on to be heard upon the petition of plaintiff and the answer and cross petition of the defendant. The court after hearing all the evidence and being fully advised in the premises finds that the defendant is not entitled to the relief as prayed for in his cross petition and the same is hereby dismissed. The court further find that the plaintiff is entitled to judgment in the sum of $31.76 and costs as prayed for in the petition.

It is therefore considered by the court that the plaintiff recover from the defendant the sum of $31.76 and $ costs and execution is awarded.

F. LeRoy Allen
Common Pleas Judge

APPROVED:

Hoopes & Hoopes
Attorneys for Plaintiff

" " " "

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO

E N T R Y

Filed July 30, 1949
Case No. 16464

Dewey Forrest,
Plaintiff

-vs-

W. Wilson Mowery,
Defendant

This day this cause came on to be heard upon the filing of the petition herein, and the motion of plaintiff, requesting the appointment of a receiver for the partnership assets belonging to Dewey Forrest and W.Wilson Mowery.

The court sets said motion for hearing on the 9th. day of August, 1949, at 10:00 o'clock A.M.

It is further ordered that service of a copy of this entry upon defendant shall constitute notice of the time and place of said hearing.

F. LeRoy Allen
COMMON PLEAS JUDGE

" " " "

ENTRY IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO

Wilson B. Evans,
Plaintiff

-vs-

J. Berlin Gray, also known as
J.B. Gray, and Clayton Young,
Defendants

Case No. 16460
Filed Aug. 12, 1949

This day this cause came on to be heard upon the motion of the Attorneys for the defendant, J. Berlin Gray, the court on consideration thereof, grant the same; And the judgment is hereby vacated, the lien suspended, and leave is granted the defendant, J. Berlin Gray, to interpose an answer within ten days.

Arthur D. Tudor
COMMON PLEAS JUDGE

" " " "

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO

AMENDED JOURNAL ENTRY

Juell C. Herriott,
Plaintiff

Filed Aug. 25, 1949
Case No. 16365

-vs-

Kathryn Atkinson and
George Atkinson, her husband, et al.,
Defendants

On motion to the Court by the plaintiff and upon producing the return of the Sheriff and report of the commissioners heretofore appointed herein and the same having been examined by the Court and found in all respects correct, said proceedings and report are hereby approved and confirmed.

And it appearing to the Court that the said Juell C. Herriott has elected to take the said premises at their appraised value and that the terms of payment are to be cash and the Court finding that the costs of this action including a counsel fee of $380.00 to William L. Coleman for his services herein amount to $467.09. It is ordered by the Court that upon payment being made to the Sheriff by the said Juell C. Herriott of her proportion of said costs plus payments to the Sheriff for the interests of Kathryn Atkinson to-wit a one-seventieth (1/70) interest and Leo Wilson a one-seventieth (1/70) interest, to L.H. Mussleman a one-thirtyfifth (1/35) interest, to Frank King a one-thirty-fifth (1/35) interest, to Rosie Kruse a one-thirty-fifth (1/35) interest, toMartin Miller a one-three hundred fifteenths (1/315) interest, to Edward Miller a one-three hundred fifteenths (1/315) interest, to Mrs. Orel Alder a one-three hundred fifteenths (1/315) interest, to Garnet Brooks a one-three hundred fifteenths (1/315) interest, to Mellie Miller Kilbury a one-three hundred fifteenths (1/315) interest, to Charles Miller a one-three hundred fifteenths (1/315) interest, to Avonelle Miller Fahrenholtz a one-three hundred fifteenths (1/315) interest and to Jacob L. Thomas a one-three hundred fifteenths (1/315) interest, minus their proportionate share of the costs, whichinterest have heretofore been determined by the Court. Said estate and the interests of the parties named as heirs of the late Francis Kahler be and it hereby is adjudged to Juell C. Herriott and the Sheriff is ordered thereupon to make and execute to her a conveyance thereof, and title is quieted in favor of Juell C. Herriott.

And the Court coming now to distribute the proceeds of said estate, it is ordered that the Sheriff upon receiving the same as above pay:

First. To the Treasurer of Union County NIL being the taxes and penalties due on said premises.

Second. To the Clerk of this Court the costs of this proceeding to-wit $467.09 which includes a counsel fee of $380.00 to William L. Coleman.

Third. To the following defendants the amounts set opposite their names.

Kathryn Atkinson, 1713 Dundee Avenue, Louisville, Kentucky	$109.75
Leo Wilson, Delaware, Ohio	109.75
L.H. Musselman, Amlin, Ohio	219.51
Frank King, Franklin Avenue, Columbus, Ohio	219.51
Rosie Kruse, 791 Ebner Street, Columbus, Ohio	24.39
Martin Miller, 2657 Sullivant Avenue, Columbus, Ohio	24.39
Edward Miller, 68 West Park Avenue, Columbus, Ohio	24.39
Garnet Brooks, 1533 South Burnett Road, Springfield, Ohio	24.39
Orel Alder, Box 143, Necedah, Wisconsin	24.39
Nellie Miller Kilbury, R.F.D. Springfield, O.	24.39
Charles Miller, Route #1, Plain City, O.	24.39
Avonelle Miller Fehrenholz, Hilliards, Ohio	24.39
Jacob L. Thomas, 2385 Neil Avenue, Columbus, Ohio	24.39

Arthur D. Tudor
JUDGE

APPROVED BY:

William L. Coleman
Attorney for Plaintiff

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO

E N T R Y

Filed Aug. 25, 1949
Case No. 16447

Frances K. Thorpe and Frank Elk,
dba. Marysville Hi-Speed,
Plaintiffs

-vs-

Ralph E. McCarty, et al.,
Defendants

This cause now coming on for hearing on the petition of the plaintiff, the answer and cross petition of the defendant, Union County Federal Savings & Loan Association of Marysville, Ohio, the answer and cross petition of the defendant, Welfare Finance Company and the answer and cross petition of the defendant, Leroy Streng, dba. Streng & Sons, and the evidence, the court finds that all of the defendants have been duly served with summons in this case and that with the exception of those above named are in default for answer and demurrer, and that the allegations of the petition and cross petitions are thereby confessed by them to be true.

The court finds that on the 4th. day of March, 1949 by the consideration of this court the plaintiff's recovered a judgment against the defendant, Ralph E. McCarty in the sum of $1153.15 and costs in the sum of $13.12 which judgment is wholly unpaid and unsatisfied and that execution has been issued on said judgment on the 7th. day of March, 1949 and a levy made upon the real estate described in the petition which levy was returned because the Sheriff could not sell the real estate on account of prior liens and that said judgment is a good and subsisting lien on the said premises.

The court further finds that there is due the defendant, Union County Federal Savings & Loan Association of Marysville, Ohio the sum of $4892.43 with interest at the rate of 4% per annum from the 1st. day of July, 1949 on its note as in its cross petition set forth and the defendants, Ralph E. McCarty and Esther E. McCarty, on the 6th. day of May, 1946 in order to secure said note, executed and delivered to the defendant, Union County Federal Savings & Loan Association of Marysville, Ohio their certain mortgage deed as set forth in their cross petition; that said mortgage was filed for record on May 6th, 1949 at 10:20 o'clock A.M. and is recorded in Volume 128, pages 423-424 of the Mortgage Records of Union County, Ohio and is a valid and subsisting lien on said real estate, and that the conditions of said mortgage have been broken and the same has become absolute.

It is therefore considered by the court that the defendant, the Union County Federal Savings & Loan Association of Marysville, Ohio recover from the defendants, Ralph E. McCarty and Esther E. McCarty the sum of $4892.43 with interest at the rate of 4% per annum from the 1st. day of July, 1949 and its costs herein expended.

The court further finds that the defendant, Welfare Finance Company, on the 4th. day of June, 1949 recovered a judgment in the sum of $831.97 and costs in the amount of $25.00 against the defendants, Ralph E. McCarty and Esther E. McCarty in the Court of Common Pleas of Union County, Ohio which judgment remains in full force and effect and is wholly unpaid and unsatisfied. That on the 4th. day of June, 1949 an execution was issued directed to the Sheriff of Union County, Ohio who returned said execution wholly unsatisfied. That on the 4th. day of June, 1949 said defendant caused to be filed in the office of the Clerk of this court a certificate of judgment, said certificate being of record in said office in Judgment Docket No. 1, page 352 and said judgment thereupon became a lien on the lands of said defendants, Ralph E. McCarty and Esther E. McCarty as set forth in said cross petition and that said judgment is a good and subsisting lien on said real estate.

The court further finds that the defendant, Leroy Streng, dba. Streng & Sons on the 27th. day of July, 1949 recovered a judgment against Ralph E. McCarty for the sum of $195.35; that by consideration of this court said judgment thereupon became a lien on the lands of the defendants, Ralph E. McCarty and Esther E. McCarty as set forth in the petition, that said judgment is wholly unpaid and unsatisfied and is a valid and subsisting lien on said property.

It is therefore adjudged and decreed that unless said defendants, Ralph E. McCarty and Esther E. McCarty, shall, within three days from the entry of this decree, pay, or cause to be paid, to the Clerk of this Court the costs in this case, and to the defendant, the Union County Federal Savings & Loan Association of Marysville, Ohio, the sum so found due as aforesaid, to the defendant, Welfare Finance Company, the sum so found due as aforesaid, and to the plaintiff, the sum so found due as aforesaid, the equity of redemption of the defendants, Ralph E. McCarty and Esther E. McCarty be foreclosed and said premises 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.

Arthur D. Tudor
Common Pleas Judge

APPROVED:

Hoopes & Hoopes
Attorneys for Plaintiffs

Sanders & Grigsby
Attorneys for Defendant, Union
County Federal Savings & Loan
Association of Marysville, Ohio

John H. Baker
Attorney for Welfare Finance Co.

William L. Coleman
Attorney for Leroy Streng, dba.
Streng & Sons

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO

JOURNAL ENTRY

Filed Aug. 25, 1949
Case No. 16169

Ralph C. Godwin,
Plaintiff

-vs-

Ruth C. Godwin,
Defendant

This day this cause came on to be heard upon the filing of a motion by plaintiff, Ralph C. Godwin, to modify the judgment heretofore rendered herein, concerning the amount to be paid for the support and maintenance of the minor children of the parties hereto.

It is ordered and decreed that said motion be for hearing before this court on the 19th. day of September, 1949, at 10:00 o'clock A.M.

It is further ordered that service of a copy of this motion and of this entry on defendant shall constitute notice as to the time and place of said hearing.

Arthur D. Tudor
COMMON PLEAS JUDGE

" " " "

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO

JOURNAL ENTRY

Eloise Hamel,
Forest, Ohio,
Plaintiff

Filed Sept. 3, 1949
Case No. 16472

-vs-

Ulysis F. Taylor
246 W. 4th. St.,
Marysville, Ohio
Defendant

On motion on his behalf, defendant Ulysis F. Taylor is granted leave to plead on or before the 24th. day of September, 1949.

Arthur D. Tudor
JUDGE BY ASSIGNMENT

JOURNAL ENTRY

Filed Sept. 3, 1949
Case No. 16471

Harry F. Hamel
Forest, Ohio,
Plaintiff

-vs-

Ulysis F. Taylor
246 W. 4th. St.,
Marysville, Ohio
Defendant

On motion in his behalf, the defendant, Ulysis F. Taylor is granted leave to plead on or before the 24th. day of September, 1949.

Arthur D. Tudor
JUDGE BY ASSIGNMENT

E N T R Y

Edna Cosgray by her father
and next friend, Leo Youngblood,
Plaintiff

Filed Sept. 6, 1949
Case No. 16469

-vs-

William Cosgray,
Defendant

This day this cause dismissed without record. Costs paid.

F. LeRoy Allen
JUDGE

APPROVED:

William J. Porter
Attorney for Plaintiff

JOURNAL ENTRY

Filed Sept. 8, 1949
Case No. 16490

Helen I. Rausch,
Plaintiff

-vs-

Pearl E. Rausch,
Defendant

This day this cause came on to be heard upon the Motion of the Plaintiff and the Court being fully advised in the premises finds the said Motion reasonable and should be granted.

It is ordered that the Defendant be required to appear before this Court on Saturday, September 10th, 1949 at 10:00 A.M. for the purpose of determining and affixing temporary alimony and support money pending this proceeding.

F. LeRoy Allen
JUDGE

APPROVED BY:

William L. Coleman
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO

JOURNAL ENTRY

Filed Sept. 8, 1949
Case No. 16493

Helen L. Frye,
Plaintiff

-vs-

Earl H. Frye,
Defendant

Case dismissed, costs paid, no record.

F. LeRoy Allen
Common Pleas Judge

APPROVED:

Clifton L. Caryl
Attorney for Plaintiff

" " " "

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO

E N T R Y

Betty Jane Fox,
Plaintiff

Filed Sept. 10, 1949
Case No. 16450

-vs-

Paul A. Fox,
Defendant

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

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

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

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Betty Jane Fox and Paul A. Fox be, and the same hereby is, dissolved, and both parties are released of the obligations of the same.

It is further ordered and adjudged that the plaintiff do also have, possess and enjoy as her own all the household and kitchen furniture now in possession of said plaintiff.

It is further considered by the Court that the said Betty Jane Fox recover from the said Paul A. Fox her costs herein expended.

F. LeRoy Allen
Common Pleas Judge

Approved:

Sanders & Grigsby
Per Joseph B. Grigsby
Attorneys for Plaintiff

" " " "

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO

JOURNAL ENTRY

Vada Holbrook,
Plaintiff

Filed Sept. 12, 1949
Case No. 16499

-vs-

Granville Holbrook,
Defendant

The Court being fully advised in the premises finds that the Motion of the Plaintiff with reference to temporary alimony and support money and attorney fees is a reasonable one and should be granted.

It is therefore ordered, adjudged and decreed by the Court that this cause be set for hearing for Saturday, September 17th, 1949 at 10:00 A.M. and that the Clerk of this Court be directed to serve a copy of the Motion and the Journal Entry upon the Defendant as provided by law.

F. LeRoy Allen
JUDGE

APPROVED BY:

William L. Coleman
Attorney for Plaintiff

" " " "

IN THE COURT OF COMMON PLEAS OF UNION COUNTY, OHIO

E N T R Y

Edgar D. Rittenhouse, as administrator
of the Estate of Carole L. Rittenhouse, deceased,
Plaintiff

-vs-

Case No. 16379
Filed Sept. 16, 1949

The Columbus Dispatch Readers Travel and
Accident Insurance Association,
Columbus, Ohio,
Defendant

This case settled and dismissed with prejudice to a noew action. Costs paid. No record.

F. LeRoy Allen
JUDGE

APPROVED:

William L. Coleman
Attorney for Plaintiff

Paul R. Gingher
Attorney for Defendant

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Helen I. Rausch,
Plaintiff,
-vs-
Pearl E. Rausch,
Defendant.

Case No. 16490
Filed Sept. 10, 1949.

This day this cause came on to be heard on the Motion of the Plaintiff for temporary alimony and support money pending this proceeding and the Court being fully advised in the premises finds the application of the Plaintiff is reasonable and should be granted.

It is ordered that the Defendant pay the sum of $20.00 today and that each succeeding Saturday he pay the sum of $10.00 pending this proceeding and that all such payments be made through the Clerk of this Court.

F. LeRoy Allen
JUDGE

APPROVED BY:

William L. Coleman
Attorney for Plaintiff.

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY ON GRAND JURY — Filed Sept. 27, 1949.

IN THE MATTER OF THE GRAND JURY:

This day appeared at the bar of this Court the Grand Jury heretofore impaneled and sworn in and for this Union County, viz:

1. Carrie Longbrake
2. Bruce Buxton
3. Lester Shirk
4. Robert E. Bevis
5. Edgar Bowersmith
6. Lucille Dodge
7. Sumner E. Bushong
8. George Parthemer
9. W. A. Vanderau
10. Laura Stierhoff
11. J. W. White
12. Anita Rausch
13. Virgil Ellis
14. Fred L. Kandel
15. Ernie Wasserbeck

and by their Foreman presented to the Court, their certain bills of indictments; each endorsed by J. W. White the said Foreman of the Grand Jury, "A True Bill," to which endorsement said Foreman subscribed his name; and against the following named persons for the following specified offenses, viz:

Raymond Fairbanks for taking or operating motor vehicle without owner's consent;
Gale Green for taking or operating motor vehicle without owner's consent;
Harold L. Holloway for neglect to provide for minor child;
Russell A. Taylor for neglect to provide for minor child;
Alfred C. Conklin for neglect to provide for minor child;
Leslie Brown for embezzlement;
W. S. Patterson for drawing check against insufficient funds;
Walter Wilson for pointing and discharging firearm;
Edwin Colman for pointing and discharging firearm.

The following parties have not yet been arrested. And until they are, their cases are not to be entered upon the appearance docket, nor upon the trial docket, nor otherwise made public. Sec. 13436-21.

Harvey L. Kennedy for neglect to provide for minor child;
Albert Heath for neglect to provide for minor child;
Warren South for neglect to provide for minor child;
Calvin Dobbins for neglect to provide for minor child;
W. S. Patterson for larceny by trick;
W. S. Patterson for larceny by trick.

O.K. - Marion B. Owen, Judge

And their report in writing to the Court in the following words and figures, viz:

REPORT OF GRAND JURY

TO THE HONORABLE MARION B. OWEN:
Judge by assignment of the Court of Common Pleas, Union County, Ohio.

The Grand Jury of the Court of Common Pleas of said County of the September Term, A.D. 1949, hereby report to the Court that they have been in session 2 days, and herewith by their foreman present to the Court the Indictments found by said Jury.

We have carefully examined into all such matters as have legitimately come to our notice, having examined over 21 witnesses, covering 16 cases, and presented 15 bills, and ignored 1 cases considered by us. The business has been transacted in as expeditious a manner as possible.

During our session we visited the County Jail, examined its state and condition, and inquired into the discipline and treatment of the prisoners, and their habits, diet and accomodations. We find and respectfully report to the Court, that the rules prescribed by the Judge have been faithfully kept and observed, and we do find that no provision of law for the regulation of County Jails has been violated.

Against the following named accused persons, who have been held to answer, no indictment has been found, (Sec. 13436-22) towit:

Frank Gilbert for neglect to provide for minor child.

Respectfully submitted,

J. W. White Foreman

September 27, 1949.

And there being no further business of said Grand Jury, they were recessed.

" "ADL

ASSIGNMENT OF A JUDGE OF THE COURT OF COMMON PLEAS — Filed Sept. 26, 1949.

Hon. Marion B. Owen, a resident Judge of the Court of Common Pleas of Champaign County, Ohio, is hereby assigned to temporarily preside and hold court in the Court of Common Pleas of Union County, Ohio, on Monday, September 26, 1949, and to continue therein until the court business on which he enters is completed.

This assignment is made by virtue of the provisions of Article IV of the Constitution of Ohio and Section 1469 of the General Code of Ohio.

Carl V. Weygandt
Chief Justice,
The Supreme Court of Ohio

Issued at Columbus, Ohio, this 26 day of September, 1949.

(SEAL)

" ADL

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY - Decree of Divorce
Helen Banta,
Plaintiff,
-vs-
Harold Banta,
Defendant.

Case No. 16474
Filed Sept. 27, 1949.

And now comes the said Plaintiff, by her Attorney, and the Defendant having been duly served with summons and a copy of petition herein the Court finds that the Defendant is in default for answer or demurrer to the petition, thereby confessing the allegations thereof 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 prior thereto and was, at the time of filing said petition and for at least thirty days immediately preceding the same, a bona fide resident of this County of Union and that the parties hereto were married on the 3rd day of October, 1937, as in said petition set forth.

The Court further finds, upon the evidence adduced, that the Defendant has been guilty of gross neglect of duty and by reason thereof the Plaintiff is entitled to a divorce as prayed for.

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

It is further considered by the Court that said costs herein expended, and it is ordered that the said Plaintiff pay the costs of this prosecution.

Marion B. Owen
JUDGE

APPROVED:

Clifton L. Caryl
Attorney for Plaintiff

" ADL

ENTRY

In the Matter of
Official Court Reporter

Filed Sept. 29, 1949.

Under the authority of Section 1552, as amended, of the General Code of Ohio, it is the order of the Court that the compensation of Arthur D. Lowe, Official Court Reporter, for making transcripts of all or such portions of the testimony or other proceedings in any case reported by him as may be requested for the use of the Court, or the parties ordering the same, be and hereby is fixed at the sum of fifteen cents (15¢) per folio of one hundred words, to be paid in the manner provided by law.

F. LeRoy Allen
JUDGE

" ADL

ENTRY
Dewey Forrest,
Plaintiff,
-vs-
W. Wilson Mowery,
Defendant.

Case No. 16464
Filed Sept. 29, 1949.

This cause came on for hearing upon the motion of the duly qualified and acting receiver, John Pfarr, Jr., for an order of public sale of the personal property of this partnership, and the court being fully advised in the premises and with the approval of both parties to the cause, the court hereby grants the motion, and orders a public sale of all the personal property of the partnership known as Mowery and Forrest, and sets the 1st. day of October, 1949, as the date of said sale. The receiver shall make suitable arrangements for the sale.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:

Sanders & Grigsby
Attorneys for Plaintiff

Robert F. Allen
Attorney for Defendant

" ADL

ENTRY
Bob Junior Yoder,
Plaintiff,
-vs-
Clarice I. Yoder,
Defendant.

Case No. 16502
Filed Sept. 29, 1949.

Case dismissed. No record. Cost paid.

F. LeRoy Allen
JUDGE

Clifton L. Caryl
Attorney for Plaintiff

" ADL

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
The Ohio Grain Company,
Plaintiff,
-vs-
Victor Vertner,
Defendant.

Case No. 16476
Filed Sept. 29, 1949.

Now comes the plaintiff, by its attorneys, 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.

Whereupon the court takes the account and finds that the defendant owes the plaintiff the sum of $177.62 with interest at 6% from June 1st, 1949, together with the costs of this action.

It is therefore considered by the court that the plaintiff recover from the defendant the sum of $177.62 with interest at 6% from June 1, 1949, together with his costs herein expended and execution is awarded therefor.

F. LeRoy Allen
Judge

Approved:

Hoopes & Hoopes
Attorneys for Plaintiff

" " " "

2. That she hereby covenants and agrees that she will not in any manner, incur or contract any debts on the credit of the said Charles F. Wilcox; and that in case an action for divorce should be instituted by either party hereto, she will not ask or apply for any alimony either temporary or permanent nor support for their minor child, and that the promises and agreements of the said Charles F. Wilcox herein contained when fully executed by him shall be in full satisfaction of all such claims as well as all claims for the support and maintenance of their child, Marlene Ann Wilcox.

The said Charles F. Wilcox and Marjorie M. Wilcox further mutually agree, that each party hereto may freely sell or otherwise dispose of his or her own property, by gift, deed or last will and testament, and each party by these presents hereby is barred from any and all rights or claims by way of dower, inheritance, descent, distribution, allowance for year's support, right to remain in the mansion house, survivor, next of kin, and all other rights or claims whatsoever, in or to the estate of the other, whether real or personal and whether now owned or hereafter to be acquired, which may, in any manner, arise or accrue by virtue of said marriage.

In witness whereof, the said Charles F. Wilcox and the said Marjorie M. Wilcox have set their hand to duplicates hereof the day and year first above written.

_____

_____

" " " "

Provided however, that if said Veldon A. Allinder shall fail to make the payments and perform the agreements on his part to be performed at the times and when the same are to be paid and performed by the terms hereof, then the said Hazel M. Allinder may seek and enforce any lawful remedy or remedies by judicial proceedings or otherwise as she may deem proper.

And for the considerations aforesaid, the parties mutually agree one with the other as follows:

(1) That the parties shall live separate and apart and that neither party shall molest or annoy the other in any manner, either directly or indirectly.

(2) That neither party will prejudice said children, or either of them, against the other party or attempt so to do, either directly or indirectly.

(3) That the said Veldon A. Allinder may visit said children at all reasonable times.

IN WITNESS WHEREOF, the said Veldon A. Allinder and Hazel M. Allinder have hereunto set their hands to duplicates hereof the day and year first above written.

IN THE PRESENCE OF:

(S) F. LeRoy Allen — (S) Hazel M. Allinder

(S) Ruth Simmons — (S) Veldon A. Allinder

STATE OF OHIO: ss

Personally appeared before me, a Notary Public in and for said county, the above named Veldon A. Allinder and Hazel M. Allinder, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at Richwood, Ohio this 8th day of May, 1948.

(S) F. LeRoy Allen
F. LeRoy Allen, Notary Public,
St. of Ohio. My comm. ex. 2/26/51.

(SEAL)

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
State of Ohio,
Plaintiff,
-vs-
Leslie Brown,
Defendant.

Case No. 3199
Filed Oct. 3, 1949.

Indictment for Embezzlement, G.C. 12467, for less than $35.00

This day came the Prosecuting Attorney in behalf of the State of Ohio and the defendant being brought into court in custody of the Sheriff, and desiring to be arraigned upon the above charge, waived the three day statutory period of limitation allowed to plead to said charge and upon the reading thereof by the Clerk, for a plea thereto says that he is guilty.

Whereupon the court accepted said plea of guilty and inquired of Leslie Brown if he had anything to say why judgment should not be pronounced against him; and he showed no good and sufficient cause why judgment should not be pronounced.

Whereupon it being made appear to the court that the defendant, Leslie Brown, has never before been imprisoned for a crime and that the general public good does not demand or require that the defendant should be immediately sentenced; it is, therefore, ordered and adjudged by the court that imposition of sentence in this case be and the same hereby is suspended for a period of one year, and the defendant is placed on probation for the said period of one year from the date of this entry, under the supervision of this court, reporting at least once a month to the judge thereof and on condition of good behavior, and that the defendant pay the costs of this prosecution for which execution is awarded.

F. LeRoy Allen
JUDGE

APPROVED BY:

Luther L. Liggett
Prosecuting Attorney

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Arlie Marks,
Plaintiff,
-vs-
Helen Marks,
Defendant.

Case No. 16437
Filed Oct. 5, 1949.

Case dismissed, plaintiff's costs, costs paid. No record.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:

Sanders & Grigsby
Attorneys for Plaintiff

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
State of Ohio,
Plaintiff,
-vs-
Walter W. Wilson,
Defendant.

Case No. 3185
Filed Oct. 7, 1949.

Indictment for Pointing and Discharging Firearm, G.C. 12422

This day came the Prosecuting Attorney in behalf of the State of Ohio, and the defendant coming into court in company of his attorney, James R. Goslee, was required to plead to the indictment.

Whereupon, said defendant by his attorney waived the reading of the indictment, waived service on the indictment and entered a plea of guilty.

Whereupon the court accepted said plea of guilty and inquired of Walter Wilson if he had anything to say why judgment should not be pronounced against him; and he showed no good and sufficient cause why judgment should not be pronounced.

Whereupon it being made to the court that the defendant, Walter Wilson has never before been imprisoned for a crime and that the general public good does not demand or require that the defendant should be immediately sentenced; it is therefore ordered and adjudged by the court that imposition of sentence in this case be and the same hereby is, suspended for a period of one year, and the defendant is placed on probation for the said period of one year from the date of this entry, under the supervision of this court, reporting at least once a month to the judge thereof and on condition of good behavior, and that the bond in the amount of Five Hundred Dollars ($500.00) previously given in this cause be hereby released, and that the defendant pay the costs of this prosecution for which execution is awarded.

F. LeRoy Allen
JUDGE

APPROVED BY:

Luther L. Liggett
Prosecuting Attorney

James R. Goslee
Attorney for Defendant

" " " "

The Court further find that the plaintiff and the defendant, LeVeta English Davis are tenants in common in the estate described in the petition; that the plaintiff, James W. Davis, has a legal right to the one-half part thereof, subject to the claim-mortgage deed- of the defendant, The Federal Land Bank of Louisville, and subject to the inchoate right of dower therein of the defendant, LeVeta English Davis, and in addition to said right of dower she has a legal right to the one-half of said estate, subject to the claim-mortgage deed- of the defendant, The Federal Land Bank of Louisville; and that the plaintiff is entitled to have partition of said estate made as prayed for in said petition.

It is therefore ordered, adjudged, and decreed that partition of said estate be made in favor of all parties in interest; and F. T. McCurdy, J. H. Davis and Lawrence B. Rhoades, three judicious and disinterested freeholders of the vicinity, are hereby appointed commissioners to make the same.

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

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

F. LeRoy Allen
JUDGE

APPROVED:

Myers & Hoopes
and Philip L. Hartz
Attorneys for Plaintiff, and
Defendant, Frank C. Davis.

Carl M. Myers
Attorney for Defendant,
LeVeta English Davis.

William L. Coleman
Attorney for Defendant,
The Federal Land Bank of Louisville

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Ralph C. Godwin,
Plaintiff,
-vs-
Ruth C. Godwin,
Defendant.

Case No. 16169
Filed Oct. 10, 1949.

This day this cause came on to be heard upon the motion of plaintiff for an order to modify the former order made herein by reducing the same and was submitted to the Court upon the testimony of the parties and argument of counsel.

Upon due consideration thereof the Court finds that said motion of plaintiff is not well made. It is, therefore, ordered and adjudged that plaintiff's motion be and it hereby is overruled, to which order, ruling and finding the plaintiff excepts.

10/10/'49

Enter:-
Harry M. Rankin
TRIAL JUDGE

APPROVED:

Sanders & Grigsby
Attorney for Plaintiff

H. S. Kerr
Attorney for Defendant

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
State of Ohio,
Plaintiff,
-vs-
Alfred C. Conklin,
Defendant.

Case No. 3200
Filed Oct. 11, 1949.

Indictment for Neglect of Minor Children, G.C. 13008.

This day (October 6, 1949) came into Court the Prosecuting Attorney on behalf of the State of Ohio and the defendant coming into court in company of his attorney, A. Gilbert Kirby, was required to plead to the indictment.

Whereupon, the said defendant by his attorney waived the reading of the indictment and waived service on the indictment and entered a plea of not guilty.

It is the order of this Court that bond in the amount of $200.00 be required and that trial of this cause be set for October 31, 1949, at 9:30 o'clock A.M.

F. LeRoy Allen
JUDGE

APPROVED BY:

Luther L. Liggett
Prosecuting Attorney

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
State of Ohio,
Plaintiff,
-vs-
Harold Lloyd Holloway,
Defendant.

Case No. 3188
Filed Oct. 11, 1949.

Indictment for Neglect of Minor Child, G.C. 13008

This day (October 8, 1949) came into Court the Prosecuting Attorney in behalf of the State of Ohio, and the defendant coming into Court was required to plead to the indictment.

Whereupon, said defendant waived the reading of the indictment, waived service on the indictment and entered a plea of guilty.

Whereupon, the Court accepted said plea of guilty and inquired of Harold L. Holloway if he had anything to say why judgment should not be pronounced against him. The defendant at this time offered the Court to enter into a bond in the amount of $500.00 conditioned that he will furnish the minor child the necessary and proper home, care, food, and clothing and will pay to the Clerk of Courts of Union County, Ohio, Thirty Dollars each month for the support of said minor child.

Whereupon the Court under the provisions of Section 13010 of the General Code of Ohio adjudged that the imposition of sentence in this case be and the same hereby is suspended provided the above conditioned bond so offered is entered into by defendant and approved by this Court. It is further adjudged that the imposition of sentence be suspended also on the condition that said defendant pay and continue to pay the said sum of Thirty Dollars per month through the Clerk of this Court for the support of his minor child, and that the defendant pay the costs of this prosecution for which execution is awarded.

F. LeRoy Allen
JUDGE

APPROVED BY:

Luther L. Liggett
Prosecuting Attorney

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Elsie McColly and LaMarr Hayes,
Plaintiffs,
-vs-
Ralph Snuffin,
Defendant.

Case No. 16349
Filed Oct. 11, 1949.

The defendant, Ralph Snuffin, having since the commencement of this action, duly executed and delivered for a valid consideration to the plaintiffs, Elsie McColly and LaMarr McColly Lame, formerly LaMarr McColly Hayes, his certain quit claim deed conveying all his right, title, and interest in and to the real estate described in the petition herein to said Elsie McColly and LaMarr McColly Lame, on application of the plaintiffs, this action is hereby dismissed. Record waived. Costs paid.

F. LeRoy Allen
JUDGE

APPROVED:

Seibert & Seibert
Attorneys for Plaintiffs.

Houston, Houston & Holding
Clifton L. Caryl
Attorneys for Defendant

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

It is therefor ordered, adjudged, and decreed that partition of said estate be made in favor of all parties in interest; and N.E. Davis, Harold J. Coleman, and Eugene Rausch, three judicious and disinterested freeholders of the vicinity, are hereby appointed commissioners to make the same.

It is ordered that a writ of partition issue to the Sheriff of Union County, commanding him that by the oaths of the commissioners above named he cause to be set off and divided, to each of the above named parties, the part of the portion of said estate to which they are severally above found entitled.

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

F. LeRoy Allen
JUDGE

APPROVED:

Clifton L. Caryl
Attorney for Plaintiff

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Thelma N. Fladt,
Plain City, Ohio,
Plaintiff,

Case No. 16517
Filed Oct. 18, 1949.

-vs-
Lutrelle Fladt,
Plain City, Ohio,
Defendant.

This cause coming on to be heard on motion of the plaintiff for an order that the defendant be enjoined from molesting her in the place she now resides, and the court being fully advised in the premises finds that said motion is well taken and the defendant is hereby enjoined from interferring and molesting the plaintiff in the place where she now resides.

F. LeRoy Allen
JUDGE

APPROVED:

Gilbert Kirby
Attorney for Plaintiff

" " " "

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 three hundred and eighty-six dollars and ninety 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 from said defendant the sum of three hundred and eighty six dollars and ninety six cents, being the amount of said note and unpaid interest thereon from the 6th day of February, 1935, to date of judgment; and also recover the costs herein expended, taxed at $_____, and interest on said judgment at six per cent. per annum, from said date of judgment until paid.

F. LeRoy Allen
JUDGE

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Ralph J. Grimes,
Plaintiff,
-vs-
Harold W. Grimes, et al.,
Defendants.

Case No. 16482
Filed Oct. 25, 1949.

This cause coming on to be heard on 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 to the court that said premises can not be divided by metes and bounds without manifest injury to the value thereof, and that the commissioners have appraised said premises at One Thousand ($1000.00) Dollars, the court finds said return and proceedings in all respects in conformity to law, and the orders of the court, and do therefore approve and confirm the same.

And it appearing to the court that said plaintiff, Ralph J. Grimes, has elected to take said premises at their appraised value, the same are, upon payment by him of the sum of One Thousand ($1000.00) Dollars, hereby adjudged to him, and the sheriff is ordered to convey said premises to said Ralph J. Grimes by deed in fee simple, and he is subrogated to the rights of all the parties hereto for the protection of his title (and a writ of possession is awarded to him.)

And the court coming now to distribute said fund of One Thousand ($1000.00) Dollars in the hands of the sheriff, do order that he pay the same:

1. To the treasurer of this county the taxes (which have been paid in full).

2. To the clerk of this court the costs of this action taxed at One Hundred ($100.00) Dollars which includes attorney fees of Clifton L. Caryl.

3. And it appearing to the court that said Ralph J. Grimes has paid to each of the defendants their respective portions of said amount, said property is hereby adjudged to said Ralph J. Grimes and the sheriff is ordered to convey the same to him by deed in fee simple on the payment of costs paid by said Ralph J. Grimes, including attorney fee of Clifton L. Caryl, taxed at One Hundred Dollars ($100.00).

F. LeRoy Allen
JUDGE

Clifton L. Caryl

APPROVED:

Attorney for Plaintiff

" "ADL

ORDER APPROVING SALE
Robert Weiler,
Abe Weinfeld,
Julius Steinhauser,
Joseph Summer,
Allan Gundersheimer,
Leo Yassenoff, and
Joseph Basch,
Trustees,
Columbus, Ohio,
Plaintiff,
-vs-
The Jewish Center,
Columbus, Ohio,
Defendant.

Case No. 16477
Filed Oct. 25, 1949.

This day came the parties and thereupon this cause came on for further proceedings herein.

On consideration whereof and being fully advised in the premises, and upon careful examination of all the proceedings heretofore and herein, the Court finds that said proceedings have been had in full conformity to the statutes for such cases made and provided, and that all the parties hereto are within the jurisdiction of the Court herein; that all of the parties, both plaintiffs and defendant, had entered their appearance herein; that sale has been made of said premises described in the petition according to law and that the same has been duly and legally sold and that a deed therefor has been made to said incorporated Board of Trustees of The Ohio Christian Missionary Society by Robert Weiler, Abe Weinfeld, Julius Steinhauser, Joseph Summer, Allan Gundersheimer, Leo Yassenoff and Joseph Basch, appointed Master Commissioners herein with authority to make said sale; and that the money and mortgage as described in the petition have been duly paid to said Master Commissioners.

It is further ordered and directed by the Court that said Trustees, continue to hold the money and mortgage derived from said sale in accordance with the Indenture of Deed, dated December 15, 1926, and recorded in Record of Deeds, Volume 131, page 306, Recorder's Office, Union County, Ohio, until further order of a Court of competent jurisdiction.

Costs and expenses of this proceeding to be taxed and paid by the plaintiffs.

F. LeRoy Allen
Judge - Common Pleas Court

" "ADL

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Helen I. Rausch,
Plaintiff,
-vs-
Pearl E. Rausch,
Defendant.

Case No. 16490
Filed Oct. 25, 1949.

This cause coming on to be heard on the petition of the plaintiff and the defendant being in default of answer or demur and the Court finds from evidence that the plaintiff is and was for at least one year immediately preceding the commencement of this action a bonafide resident of the State of Ohio and was for at least thirty days immediately preceding commencement of this proceeding a bonafide resident of Union County, Ohio, and that the Defendant has been guilty of gross neglect of duty as alleged in the petition of the plaintiff and that by reason thereof the plaintiff is entitled to a divorce. That defendant has been duly served with summons and a copy of the petition as required by law, which service is hereby approved, and that the Court has jurisdiction of the cause of action and the parties hereto.

It is ordered, decreed and adjudged that the Plaintiff, Helen I. Rausch, be and hereby is granted a divorce from the defendant, Pearl E. Rausch, and the marriage contract is hereby dissolved and both of the parties hereto released from its obligations.

It is further ordered that the plaintiff be granted the care, custody and control of the minor child, Patricia Louise Rauxch, born December 27, 1948, and that the defendant pay to the plaintiff through the Clerk of this court the sum of $10.00 per week for the support of said child until further order of the Court and that the defendant shall have the right of visitation of said minor child at all reasonable times.

It is further ordered that the defendant pay plaintiff's attorney fees in the sum of $75.00 at the rate of $10.00 every two weeks with the first payment being due on Saturday, November 5th, 1949, and that said payments be made through the Clerk of this Court. It is further ordered that the plaintiff pay the costs of this proceeding and recover said amount from the defendant.

F. LeRoy Allen
JUDGE

APPROVED BY:

William L. Coleman
Attorney for Plaintiff

" "ADL✓

ENTRY
Donna L. Anderson,
Plaintiff,
-vs-
Clifton Anderson,
Defendant.

Case No. 16481
Filed Oct. 25, 1949.

Case dismissed at Plaintiff's costs, costs paid, no record.

F. LeRoy Allen
JUDGE

APPROVED:

Sanders & Grigsby
Attorneys for Plaintiff

" " " " " " " " " " " " " " " " " " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
The First National Bank of Marysville, Ohio,
Plaintiff,
-vs-
John E. Bryant and William Bryant,
Defendants.

Case No. 16526
Filed Oct. 26, 1949.

This day came the plaintiff, by _____ attorney; 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 Three Hundred thirteen dollars and eighty-two 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 from said defendants the sum of Three Hundred thirteen dollars and thirty-two cents, being the amount of said note and unpaid interest due thereon from the _____ day of _____, 19_____ to date of judgment; and also recover _____ costs herein expended, taxed at $_____, and interest on said judgment at 6 per cent. per annum, from said date of judgment until paid.

F. LeRoy Allen
JUDGE

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Edward Gregg, a minor by his
next friend, Amos Gregg,
Plaintiff,
-vs-
Harley Bill,
Defendant.

Case No. 16366
Filed Oct. 26, 1949.

This case settled and dismissed at defendant's cost, with prejudice to plaintiff bringing a new action.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:

Hoopes & Hoopes
Attorneys for Plaintiff

Sanders & Grigsby
Attorneys for Defendant

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
State of Ohio,
Plaintiff,
-vs-
Bessie Stidam,
Defendant.

Case No. 3192
Filed Oct. 27, 1949.

Charge: Issuing Check with Insufficient Funds

This day came Luther L. Liggett, the Prosecuting Attorney on behalf of the state, and in open court for good cause shown, with leave of court entered a dismissal on the above charge and the bond in the amount of $250.00 hereby released.

Luther L. Liggett
Prosecuting Attorney,
Union County, Ohio.

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
State of Ohio,
Plaintiff,
-vs-
Omer William Bourque,
Defendant.

Case No. 3163
Filed Oct. 27, 1949.

Charge of: Abusing Children and Desertion.

This day came Luther L. Liggett, the Prosecuting Attorney on behalf of the state, and in open court for good cause shown, with leave of court entered a dismissal on the above charge.

Luther L. Liggett
Prosecuting Attorney,
Union County, Ohio.

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
G. H. Leach Company, Inc.,
Plaintiff,
-vs-
The Village of Marysville,
Union County, Ohio,
Defendant.

Case No. 16455
Filed Oct. 27, 1949.

This day this cause came on to be heard upon the demurrer of the defendant to the petition of the plaintiff and was submitted to the court.

And the court being fully advised in the premises overrules said demurrer.

Exceptions noted for defendant. Leave is granted defendant to answer by November 10, 1949.

F. LeRoy Allen
Common Pleas Judge

APPROVED:

Hoopes & Hoopes
Attorneys for Plaintiff

Wm. J. Porter
Luther L. Liggett
Attorneys for Defendant

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
State of Ohio,
Plaintiff,
-vs-
Floyd S. Swartzbaugh,
Defendant.

Case No. 3175
Filed Oct. 29, 1949.

Indictment for Neglect to Provide for Minor Children, G.C. 13008

This day came into court the Prosecuting Attorney in behalf of the state of Ohio, and the defendant coming into court in company of his attorney, George Waite, was required to plead to the indictment.

Whereupon said defendant, by his attorney, waived the reading of the indictment, and waived service on the indictment, and entered a plea of not guilty.

It is the order of this court that the cash bond of Five Hundred Dollars ($500.00) previously set in this case be released; and that the bond be now set at Two Hundred Dollars ($200.00) and that trial of this cause be set for October 14th, 1949, at 9:30 o'clock A.M.

Marion B. Owen
JUDGE - BY ASSIGNMENT

APPROVED BY:

Luther L. Liggett
Prosecuting Attorney

Attorney for Defendant

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
In Re Church of Christ
of Marysville, Ohio.

Case No. 16507
Filed Oct. 31, 1949.

This day this cause came on to be heard upon the petition and the court being fully advised in the premises find that due notice has been given of the pendency and prayer of the petition by advertisement in the Marysville Tribune for four consecutive weeks next after September 29th, 1949. The court further find that the petitioners are the trustees of the plaintiff church and as such are the owners of the real estate described in the petition; that said church society desires to erect a church building on said premises and that in order to do so it will be necessary to borrow the sum of $7000.00; that the petitioners have negotiated a loan for said amount with the Farmers & Merchants Bank Company of Milford Center, Ohio, for said sum payable in installments over a period of five years and bearing interest at not more than 6% per annum. The court further find that it is the desire of all of the members of said society to build said church, to borrow said sum from said bank upon said terms and to secure said loan by a mortgage on said real estate and that it is right and proper that authority be given said petitioners to do so.

It is therefore considered by the court that said petitioners be and they hereby are authorized to borrow the sum of $7000.00 from said Farmers & Merchants Bank Company of Milford Center, Ohio, or from some other financial institution and to execute a promissory note therefor payable in installments over a period of five years at not more than 6% interest and to execute a first mortgage on said real estate to secure the same.

F. LeRoy Allen
COMMON PLEAS JUDGE

" "ADL

ENTRY
Farm Bureau Mutual Ins. Co.
and Wilson Casto,
Plaintiffs,
-vs-
Kenosha Auto Transport Corp.,
and David Cecil Asher,
Defendants.

Case No. 16362
Filed Oct. 31, 1949.

Upon application of the plaintiffs and for good cause shown, plaintiffs are hereby given leave to amend the petition by interlineation, by changing the figures in the prayer as follows: The sum of Two Hundred Forty-One and 43/100 ($241.43) Dollars to Nine Hundred Forty-One and 43/100 ($941.43) Dollars and the total prayer from Seven Hundred Fifty and no/100 ($750.00) to One Thousand Four Hundred Fifty and no/100 ($1,450.00) Dollars.

This order shall have no effect upon the motion heretofore filed in this case by the defendants.

F. LeRoy Allen
JUDGE

APPROVED:

John P. Moloney
Attorney for Plaintiffs

Collis Gundy Lane
Attorney for Defendants.

" "ADL

JOURNAL ENTRY
State of Ohio,
Plaintiff,
-vs-
Harvey L. Kennedy,
Defendant.

Case No. 3204
Filed Oct. 31, 1949.

Indictment for Neglect of Minor Children, G.C. 13008

This day came into court the Prosecuting Attorney on behalf of the State of Ohio and the defendant coming into court in custody of the Sheriff was required to plead to the indictment.

Whereupon, the said defendant acknowledged service of the indictment and upon the reading thereof entered a plea of not guilty.

It is the order of this court that bond in the amount of Two Hundred Dollars ($200.00) be required and that trial of this cause be set for November 21, 1949, at 9:30 o'clock A.M.

10/29/49

F. LeRoy Allen
JUDGE

APPROVED BY:

Luther L. Liggett
Prosecuting Attorney.

" ADL

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

APPOINTMENT of
Arby Cramer as a
Member of the
SOLDIERS RELIEF COMMISSION

Filed Oct. 31, 1949.

This is to certify, that I have this day appointed Arby Cramer an honorably discharged veteran of World War I and a resident of said County, as a Member of the Soldiers' Relief Commission of said Union County, Ohio, to serve for a period of five years from this date.

F. LeRoy Allen
Judge of the Common Pleas Court,
Union County, Ohio.

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Marion Wells,
Plaintiff,
-vs-
Mildred Wells,
Defendant.

Case No. 15945
Filed Oct. 31, 1949.

The Court upon its own motion orders this cause dismissed without record and without prejudice.

F. LeRoy Allen
JUDGE

APPROVED BY:

William L. Coleman
Attorney for Plaintiff

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Richard E. Patrick,
Plaintiff,
-vs-
Virginia L. Patrick,
Defendant.

Case No. 16494
Filed Nov. 4, 1949.

This cause came on to be heard this 29th day of October on the Petition of the plaintiff and the Court finds from the evidence that plaintiff is and was for at least one year immediately preceding the commencement of this action a bonafide resident of the State of Ohio and that he is and was for at least thirty days immediately before commencement of the action a bonafide resident of the County of Union; that defendant has been guilty of gross neglect of duty toward the plaintiff and that by reason thereof plaintiff is entitled to a divorce; that the defendant has been duly served with summons and a copy of the Petition and that defendant's mother and next friend, towit: Mary Jo Patrick, was duly served with summons and a copy of the Petition as required by law, which service is hereby approved and that the Court has jurisdiction of the cause of action and the parties hereto.

It is ordered, decreed and adjudged that plaintiff is and hereby is granted a divorce from the defendant and the marriage contract is hereby dissolved and both of the parties hereto released from its obligations. It is further ordered that the defendant be restored to her maiden name of Virginia L. Cheverliar. It is ordered that the plaintiff pay the costs herein.

F. LeRoy Allen
JUDGE

APPROVED BY:

William L. Coleman
Attorney for Plaintiff

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Betty Allinder,
Plaintiff,
-vs-
Charles Robert Allinder,
Defendant.

Case No. 16522
Filed Nov. 7, 1949.

This day this cause came on to be heard upon the filing herein of the petition and motion of plaintiff for temporary alimony, support of minor child, and attorney fees.

It is ordered that said motion be for hearing before this court on the 12th day of November, 1949, at 10 o'clock A.M.

It is further ordered that service of a copy of this entry shall constitute notice as to the time and place of said hearing.

F. LeRoy Allen
COMMON PLEAS JUDGE

" " " "

APPROVED BY:

Robert F. Allen
Attorney for Plaintiff

Sanders & Grigsby
By Joseph B. Grigsby
Attorneys for Defendant

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

DECREE FOR PARTITION
Naomi Quillen,
Plaintiff,
-vs-
Della Mae Miller, et al.,
Defendants.

Case No. 16436
Filed Nov. 9, 1949.

This cause came on for hearing on the day of November, 1949, on the petition and the evidence, and the court finds that it has jurisdiction of the subject matter, and all the parties defendant are in default for answer.

The court also finds that the plaintiff, Naomi Quillen, is the owner of an estate in fee simple in an undivided one-seventh interest in the real property described in the petition; that the defendants, Della Mae Miller, Vera Halbert, Ruth Shiers, William Chester Rouse, Margaret Fox, and James Rouse, are each owners in fee simple of an undivided one-seventh interest in said property, and that plaintiff is entitled to have partition made of said premises as prayed for in the petition. The court finds that Jack Rouse and Sturgis Cheney, executor of the Last Will and Testament of William Rouse, deceased, have no interest in said real estate.

It is therefore ordered, adjudged, and decreed that partition of said property be made, and Jess Adams, Harry Gwynn, and W. C. Jacobs, three disinterested and judicious freeholders of the vicinity are hereby appointed to make the same.

It is further ordered that a writ issue to the Sheriff of Union County, Ohio, commanding him that by the oaths of said commissioners, he cause to be set off and to be divided to each of the above named parties the part and proportion of said estate to which they are herein above severally found to be entitled to, and of his proceeding herein the said Sheriff is ordered to make due return.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:

Sanders & Grigsby
Attorneys for Plaintiff

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
In the Matter of the Appointment of Fred Simpson, Auctioneer.

Filed Nov. 10, 1949.

Fred Simpson having made application to be appointed and licensed an Auctioneer; and it appearing to the Court that is a suitable person and resides in this County;

It is ordered that said Fred Simpson be and is appointed Auctioneer for one year from this date, and is authorized to exercise the occupation and to sell any property or effects by public auction, vendue or outcry in any County in the State of Ohio, during said appointment.

The Court determines the amount to be paid by said Fred Simpson to be the sum of Five Dollars.

The and said Fred Simpson having given bond to the State with The Ohio Casualty Insurance Co. as surety in the sum of One Thousand Dollars, conditioned according to law; and said surety being sufficient, said bond is approved by the Court.

And it further is ordered that upon said Fred Simpson making payment to the Treasurer of this County of the sum of money so required of him, and such payment being duly certified to the Clerk of this Court as provided by law, said Clerk issue a license in proper form under the seal of the court granting to said Fred Simpson so appointed full power and authority to exercise the occupation of Auctioneer according to his appointment.

F. LeRoy Allen
JUDGE

" " " "

It is further ordered, adjudged, and decreed by the Court that all rights and claims by and between the parties herein have been and are by this decree fully adjudicated.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED:

SANDERS & GRIGSBY

By Sanders & Grigsby
Attorneys for Plaintiff

Robert F. Allen
Attorney for Defendant

" " " " " " "" " " " " "

estate and amount due her on accounting.

Therefore, the said estate, subject to said mortgage lien of The Federal Land Bank of Louisville, be and the same is hereby adjudged to the said James W. Davis, and the Sheriff is ordered to execute and deliver a deed to him therefor, and it is further ordered that this cause be recorded.

F. LeRoy Allen
JUDGE

APPROVED:

Myers & Hoopes

Philip Hartz
Attorneys for Plaintiff, and
Defendant, Frank C. Davis

Carl M. Myers
Attorney for Defendant, LeVeta
English Davis.

William L. Coleman
Attorney for Defendant,
The Federal Land Bank

" "ADL

ENTRY
Giles McDaniel,
Plaintiff,
-vs-
Frank K. McDaniel,
Defendant.

Case No. 16400
Filed Nov. 16, 1949.

This day for good cause shown leave is hereby granted the defendant to file an amended answer herein out of rule, and the same is accordingly filed.

F. LeRoy Allen
JUDGE

APPROVED:

Sanders & Grigsby
Attorneys for Plaintiff

Williams, Reynolds, Murray & Deeg
Attorneys for Defendant

" "ADL

ENTRY
Don Parrott and Chester Parrott,
a partnership, dba Parrott
Implement & Supply Company,
Plaintiffs,
-vs-
William Cosgray and Edna Cosgray,
Defendants.

Case No. 16540
Filed Nov. 18, 1949.

This day came the plaintiffs, by their attorneys; also appeared in open court, for and on behalf of said defendants, C. A. Hoopes, an attorney at law of this court, and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendants, entered the appearance of said defendants, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendants, and in favor of said plaintiffs, for Three Hundred Thirty One dollars and four 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 from said defendants the sum of Three Hundred Thirty One dollars and Four cents, being the amount of said note and unpaid interest due thereon from the 5th day of July, 1949, to date of judgment; and also recover their costs herein expended, taxed at $_____, and interest on said judgment at 6 per cent. per annum, from said date of judgment until paid.

F. LeRoy Allen
JUDGE

" ADL

ENTRY
Frances K. Thorpe & Frank Elk
d/b/a Marysville Hi-Speed,
Plaintiffs,
-vs-
Ralph E. McCarty, et al.,
Defendants.

Case No. 16447
Filed Nov. 21, 1949.

This cause came on to be heard upon the distribution of the balance of the proceeds of the sale of said property remaining in the hands of the Sheriff after the partial distribution heretofore ordered by the Court, and was submitted upon the pleadings, evidence and argument of the counsel.

The Court being fully advised in the premises, find that the Plaintiff is entitled to the entire amount of said sale, towit: $184.48 after the payment of the additional costs herein.

It is therefore ordered by the court that the Sheriff pay:

First: To the clerk of this court the additional costs, towit: $2.42.

Second: To the Plaintiff the balance of said sum, towit: $182.06.

Exceptions noted for the Defendant Welfare Finance Company.

F. LeRoy Allen
JUDGE

APPROVED:

Hoopes & Hoopes
Attorney for Plaintiff

Acknowledged only

John H. Baker
Attorney for defendant,
Welfare Finance Co.

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Betty B. Simpson,
Plaintiff,
-vs-
Harold K. Simpson,
Defendant.

Case No. 16127
Filed Nov. 23, 1949.

This day this cause came on to be heard on the application of Zoa Boyd and Max Boyd, maternal grandparents of the minor child, Jerry Simpson, and the court being fully advised in the premises finds that Betty B. Simpson, mother of said minor child and the plaintiff herein, is now deceased.

The defendant, Harold K. Simpson, in open court consented that temporary custody and control of the minor child, Jerry Simpson, be placed in Max Boyd and Zoa Boyd, until further order of this court.

The court hereby orders the defendant, Harold K. Simpson, to pay the sum of $7.00 per week for the support of said minor child, the first payment to be made on the 19th day of November, 1949, and on each Saturday thereafter. All payments to be made to the Clerk of Courts of this County and said Clerk is hereby ordered and directed to turn over said payments to Max Boyd and Zoa Boyd.

It is further ordered that the defendant, Harold K. Simpson, shall be permitted to take said child to his home as he may desire on the last Saturday and Sunday of each month, beginning at 9:00 A. M. on Saturday morning and ending on Sunday evening at 7:00 P.M., and on the second Sunday of each month immediately following Sunday School or approximately 11:00 A. M. until 7:00 P. M. And said child shall be permitted to visit his father, Harold K. Simpson, for a short time on Thanksgiving and Christmas, away from the home of his maternal grandparents.

The defendant, Harold K. Simpson, shall have the right of visitation at all other reasonable times.

It is further ordered that defendant pay $75.00 for support of minor child to date.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:

Hoopes & Hoopes
Attorneys for Zoa Boyd and Max Boyd

Sanders & Grigsby
Attorneys for Harold K. Simpson

" " " "

JOURNAL ENTRY
Charles E. Holycross,
Plaintiff,
-vs-
James Whitsell,
234 North Warren Avenue,
Columbus, Ohio,
Defendant.

Case No. 16520
Filed Nov. 23, 1949.

The above case having been settled, the same is ordered dismissed with prejudice, no record, costs paid.

F. LeRoy Allen

APPROVED:

Clifton L. Caryl
Attorney for Plaintiff

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

VERDICT FOR PLAINTIFF
Charles Smith, dba WAS Neon Sign Co.,
Plaintiff,
-vs-
L. L. Curtis and Earl Weaver,
Defendants.

Case No. 16480
Filed Nov. 28, 1949.

We, the Jury, being duly impaneled and sworn and affirmed, find the issues in this case in favor of the Plaintiff, and assess the amount due to the Plaintiff from the Defendant the said L. L. Curtis, at the sum of ($102.00) One Hundred Two & no/100 Dollars.

And we do so render our verdict upon the concurrence of twelve members of our said Jury, that being three-fourths or more of our number. Each of us said jurors concurring in said verdict signs his name hereto this 28th day of November, 1949.

1. Stella Salsbury
2. Francis Barry
3. Martha Rogers
4. Olidel Blue
5. Lilly B. Flowers
6. Leona Jackson
7. Thurman Skidmore
8. Geo. Graham
9. Edward Rupright
10. Leland Bishop
11. Edward Low
12. Glen L. Janes

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Carrie Stevenson,
Plaintiff,
-vs-
William F. Stevenson,
Defendant.

Case No. 16544
Filed Dec. 1, 1949.

This day this cause came on for hearing on motion of the plaintiff, asking that the defendant be enjoined from selling, or converting, or disposing of or encumbering said automobile, furniture or household goods, cash in hand, savings accounts or deposits, and on consideration thereof the Court does grant said motion.

Therefore, it is ordered by the Court that the said defendant be, and he is hereby enjoined from selling, or converting, or disposing of or encumbering said automobile, furniture or household goods, cash in hand, savings accounts or deposits, until further ordered by the Court, without bond on the part of the plaintiff.

And it is further ordered by the Court on motion of the plaintiff that the said defendant be and appear before this Court on the 10th day of December, 1949, at 10:00 o'clock and that he then and there and at said time show cause, if any he may have, why he should not be enjoined from disposing or encumbering his property, and why he should not pay alimony to and support the plaintiff and pay her costs, including attorney fees, pending this action.

It is further ordered that a copy of this Entry be served on the said defendant at least five days before the day set for hearing.

F. LeRoy Allen
JUDGE

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
State of Ohio,
Plaintiff,
-vs-
Calvin C. Dobbins,
Defendant.

Case No. 3206
Filed Dec. 5, 1949.

This day came Luther L. Liggett, the Prosecuting Attorney, on behalf of the State of Ohio and the defendant, Calvin C. Dobbins with his attorney, William J. Porter.

The jury having heretofore been waived, said case was submitted to the court upon the evidence and argument of counsel and the court being fully advised in the premises finds the defendant, Calvin C. Dobbins, not guilty of non-support, as charged in said indictment.

It is further the order of the court that the bond of the defendant for his appearance at the trial be cancelled and held for naught.

F. LeRoy Allen
JUDGE

Luther L. Liggett
Prosecuting Attorney

William J. Porter
Attorney for the Defendant

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

Common Pleas Court, Union County, Ohio, March 7, 1949.

I, the undersigned, Clerk of the Courts of Union County, Ohio, hereby certify that by virtue of the power in me vested, I do hereby appoint Martha Sullivan to be Deputy Clerk of said Courts.

Helen L. Sullivan
Clerk of Courts

(SEAL)

The above appointment hereby approved by the Court this 7th day of March, 1949.

F. LeRoy Allen
Judge of the Court of Common Pleas,
Union County, Ohio.

OATH OF OFFICE

The State of Ohio, Union County.

I, Martha Sullivan, being duly sworn, say that I will support the Constitution of the United States and the Constitution of the State of Ohio, and will faithfully discharge the duties of Deputy Clerk of Courts of Union County, Ohio.

Martha Sullivan

Sworn to before me and signed in my presence this 7th day of March, 1949.

Helen L. Sullivan
Clerk of Courts, Union County, Ohio.

(SEAL)

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
State of Ohio, ex rel
Plaintiff,
-vs-
Francis I. Gilbert,
Defendant.

Case No. 16510
Filed Oct. 21, 1949.

This day this cause came on for trial and then and there appeared the complainant, Pauline Fern Smith, in person and by her counsel, and the defendant, Francis I. Gilbert, in person and by his counsel, and waived trial by jury and agreed to submit the cause to the Court.

And then and there and at said time the defendant asked the Court to withdraw his former plea of not guilty and entered a plea of guilty.

Therefore, and upon consideration thereof, the Court finds the said defendant, Francis I. Gilbert, to be and he is the father of the said illegitimate child, Franklin Ray Gilbert, aged two and one-half years, of the complainant the said Pauline Fern Smith, and therefore it is ordered that he stand charged with the maintenance thereof.

Therefore, it is ordered and adjudged by the Court that he pay the complainant the sum of $ No which the Court finds necessary for her support, maintenance and necessary expenses caused by pregnancy and child birth, together with the costs of prosecution taxed at $_____, and that he pay to Myers and Hoopes, attorneys, for their services for representing the complainant, the sum of $25.00 payable in ninety days from the date of this entry.

It is further ordered that the defendant, the said Francis I. Gilbert, this day pay the Clerk of Courts, Union County, Ohio, the sum of $12.00, and $30.00 on the first day of November, 1949, and a like amount of $30.00 on the first day of each and every month thereafter until further ordered by this Court, for the support of said child up to the age of eighteen years.

It is further ordered that the 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 this county, there to remain until he shall comply with the requirements of the Court, or until he is otherwise discharged by law.

F. LeRoy Allen
JUDGE

Myers & Hoopes
Attorneys for complainant

William L. Coleman
Attorney for defendant

" " " "

the best of my ability.

Thomas Hobart

Sworn to before me and subscribed in my presence this 9th day of Dec., 1949.

F. LeRoy Allen
Judge of the Court of Common Pleas

The above appointment approved by me this 9th day of Dec., 1949.

F. LeRoy Allen
Judge of the Court of Common Pleas, Union County, Ohio.

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Robert Feucht, a minor and
Gottlieb Feucht, his father
and next friend,
Plaintiff,
-vs-
Raymond Shick,
Defendant.

Case No. 16538
Filed Dec. 13, 1949.

By agreement of the Attorneys it is ordered that the Defendant's time to plead be extended from this date to December 31st, 1949.

F. LeRoy Allen
JUDGE

APPROVED BY:

Clifton L. Caryl
Attorney for Plaintiff

William L. Coleman
Attorney for Defendant

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

APPROVED:

Gilbert Kirby
William L. Coleman
Attorneys for Plaintiff

Baird Broomhall
Hoopes & Hoopes
Attorneys for Defendant

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
In the Matter of
COMMISSIONERS OF JURORS

Filed Dec. 16, 1949.

It coming to the attention of the Court that Emmett Decker, a Commissioner of Jurors of this court, having become deceased, the Court hereby appoints Oliver Cowgill, a suitable person and not an attorney at law, to serve as Commissioner of Jurors of said Union County with J. S. Parker, a Commissioner of Jurors heretofore appointed by the Court, or his successor, and not more than one of whom is of the same political party, and the said Oliver Cowgill to hold said office at the pleasure of the Court.

Said Commissioner of Jurors shall be paid monthly out of the County Treasury the sum of Ten Dollars ($10.00) per month as salary or compensation.

The Clerk of said Court of Common Pleas shall make a record of such appointment upon the Journal of said Court, and issue a certificate thereof to said Commissioner.

F. LeRoy Allen
JUDGE

OATH OF OFFICE

The State of Ohio, Union County.

I do solemnly swear that I will honestly and faithfully discharge the duties of Commissioner of Jurors without fear or favor; and that I will consent to the selection of no person as juror whom I have been solicited to name as juror or whom I believe to be unfit for that position, or likely to render a partial verdict in any cause in which he may be a juror; and that I will report to the Court the names of any and all persons who, in any manner, seek by request, hint or suggestion to influence me in the selection of jurors. And this I do as I shall answer to God.

Oliver Cowgill

Sworn to before me and signed in my presence, this 16th day of December, 1949.

F. LeRoy Allen
Common Pleas Judge

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

DECREE
Joyce Miefert Youngblood,
Plaintiff,
-vs-
David Youngblood,
Defendant.

Case No. 16511
Filed Dec. 19, 1949.

This day this cause came on to be heard upon the petition and came the plaintiff into open court, the defendant having been duly served with summons and a copy of the petition herein, and having failed to appear, the court find defendant in default for answer and demurrer to said petition, and find that the allegations thereof are confessed by him to be true.

The court further find that plaintiff at the time of filing her petition herein had been a resident of the State of Ohio for more than one year next preceding the same, and also at that time a bona fide resident of Union County, Ohio, and that part of the cause of action stated in the petition arose in said County.

That the parties hereto were married as in said petition set forth and there are no children issue of said marriage.

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

It is therefore ordered, adjudged and decreed that the marriage contract heretofor existing between the said Joyce Miefert Youngblood and David Youngblood be, and the same hereby is dissolved and both parties are released from the obligations of the same.

It is further ordered that Joyce Miefert Youngblood be restored to her maiden name of Joyce Miefert.

The court further find that defendant has conveyed to plaintiff and her mother, Irene M. Miefert, one 1949 Ford automobile, and all of his right, title and interest in and to a 1946 Superior house trailer, in full settlement of all obligations owing by him to the said Irene M. Miefert or plaintiff, and that plaintiff has released and conveyed all of her right, title and interest in and to a restaurant located in Plain City, Ohio, and both parties have fully released the other from all claims or rights of support, maintenance or any other claim or right arising or growing out of said marital relation, and said property settlement is hereby approved and confirmed.

It is further ordered that the plaintiff pay the costs of this action taxed at $____

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:

William L. Coleman
Attorney for Plaintiff

Sanders & Grigsby
Attorneys for Defendant

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
J. Max Smith,
Plaintiff,
-vs-
Agnes Smith,
Defendant.

Case No. 15604
Filed Dec. 21, 1949.

This day this cause came on to be heard upon the application of the plaintiff for a modification of the former order of the court as to the payments to be made by the plaintiff to the defendant for the support of his former wife and child, and was submitted to the court upon the evidence.

And the court, being fully advised, finds that at the time of making the former order as to such payments the defendant was an officer in the United States Navy and that under the act of Congress then in force his former wife was entitled to an allotment of $42.00 for her support and a further allotment of $30.00 for the support of said child; that at the present time the law now enforced grants an allotment for the support of said child of $30.00 per month and nothing further for the former wife.

The court further finds that the defendant herein, has now remarried and at the present time is receiving an allotment of $30.00 per month for said child.

It is, therefore, considered by the court that the former order herein, be modified requiring the plaintiff to pay to the defendant by an allotment the sum of $30.00 per month for the support of said child and that he be not required to pay any additional sum for the support of the former wife.

This order is made subject to the further order of the court at any future time.

F. LeRoy Allen
JUDGE

APPROVED:

Hoopes & Hoopes
Attorneys for the Plaintiff

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
State of Ohio,
Plaintiff,
-vs-
Russell A. Taylor,
Defendant.

Case No. 3194
Filed Dec. 22, 1949.

Indictment for Neglect of Minor Child, G.C. 13008

This day came into court the Prosecuting Attorney in behalf of the State of Ohio, and the defendant coming into court in company of his Attorney, Joseph B. Grigsby.

Whereupon said defendant through his Attorney asked leave of court to withdraw the plea of not guilty entered herein, and leave to enter a plea of guilty to the indictment.

Whereupon the court accepted said plea of guilty and inquired of Russell A. Taylor if he had anything to say why judgment should not be pronounced against him. The defendant at this time offered the court to enter into a bond in the amount of Two Hundred Dollars ($200.00), conditioned that he will furnish his minor children the necessary and proper home, care, food, and clothing, and will pay to the Clerk of Courts of Union County, Ohio, Fifteen Dollars ($15.00) each week for the support of said minor children.

Whereupon the court under the provisions of Section 13010 of the General Code of Ohio, adjudged that the imposition of sentence in this case be, and the same hereby is suspended, provided the above conditioned bond so offered is entered into by defendant and approved by this court. It is further adjudged that the imposition of sentence be suspended also on the condition that the said defendant pay and continue to pay the said sum of Fifteen Dollars ($15.00) per week through the Clerk of this Court for the support of his minor children, and that the defendant pay the costs of this prosecution for which execution is awarded.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:

Luther L. Liggett
Prosecuting Attorney

Sanders & Grigsby
Attorneys for Defendant

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JUDGMENT ENTRY
Emma Keller,
Plaintiff,
-vs-
Thomas D. Mathys and
Mary Mathys,
Defendants.

Case No. 16555
Filed Dec. 29, 1949.

This day came the plaintiff, by her attorneys; also appeared in open court, for and on behalf of said defendants, Joseph Grigsby, an attorney at law of this court, and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendants, entered the appearance of said defendants, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendant, and in favor of said plaintiff, for Eight hundred fifty-one dollars and seventy-two 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 from said defendants the sum of Eight hundred fifty-one dollars and seventy-two cents, being the amount of said note and unpaid interest due thereon from the 16th day of August, 1944, to date of judgment; and also recover her costs herein expended, taxed at $_____, and interest on said judgment at six per cent. per annum, from said date of judgment until paid.

F. LeRoy Allen
JUDGE

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Ralph C. Godwin,
Plaintiff,
-vs-
Ruth C. Godwin,
Defendant.

Case No. 16169
Filed Dec. 29, 1949.

This day this cause came on to be heard upon the application of defendant for a rule in contempt, and for good cause shown the Court finds that said application is well made, and the same is hereby sustained.

It is, therefore, ordered and adjudged that the plaintiff be and appear before the Hon. _____, Judge of the Court of Common Pleas, at the Court House of Union County, Ohio, on the 20th day of January, 1950, at 10 o'clock A.M., and then and there to show cause, if any he has, why he should not be punished as for contempt of court.

F. LeRoy Allen
JUDGE

APPROVED:

H. S. Kerr
Attorney for Defendant

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Virgil Grile,
Plaintiff,
-vs-
V. E. Vertner,
Defendant.

Case No. 16496
Filed Dec. 31, 1949.

This day this cause came on to be heard upon the Application of the Defendant and the Court being fully advised in the premises finds that said Application is reasonable and should be granted.

It is therefore the order of this Court that The Clerk of this Court issue a stop-payment order upon check No. 8474 for the sum of $485.59 and that a duplicate check be issued to the law firm of Hastings and Hastings forthwith for the correct amount of the judgment, towit: the sum of $459.00.

F. LeRoy Allen
JUDGE

APPROVED BY:

William L. Coleman
Attorney for Defendant

" " " "

COURT OF COMMON PLEAS, UNION COUNTY. OHIO.

F. LeRoy Allen
COMMON PLEAS JUDGE

" " " "

And we do so render our verdict upon the concurrence of twelve members of our said Jury, that being three-fourths or more of our number. Each of us said jurors concurring in said verdict signs his name hereto this 4th day of January, 1950.

1. Thurman Skidmore
2. Francis Barry
3. Lilly B. Flowers
4. Leona Jackson
5. Martha Rogers
6. Leland Bishop
7. Glen L. Janes
8. John D. Pullins
9. C. B. Carrel
10. Paul A. Davis
11. George Graham
12. Edward Rupright

" " " "

proceed with the public sale of the firms farm chattels after an inventory and appraisal of same. And the said parties here, and all other persons having any of said property in their possession or under their control are hereby ordered to deliver the same, and all persons owing any such money belonging to the firm are hereby directed to pay over the same, to the said Walter T. Galloway, Sheriff, as such receiver, on his demand.

And now came the said Walter T. Galloway and was duly sworn as such receiver.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:

Sanders & Grigsby
Attorneys for Plaintiff

Luther L. Liggett
Attorney for Defendant

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

F. LeRoy Allen
Common Pleas Judge

APPROVED BY:

Sanders & Grigsby
Attorneys for Plaintiff

Luther L. Liggett
Attorneys for Defendant

Joseph B. Grigsby - Luther L. Liggett
Attorneys for W. T. Galloway, Receiver.

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

The Court further finds that Charles H. Smith, then living and now deceased, and the Plaintiff, Lyda Viglow, each purchased an undivided one-half interest in the real estate described in the Petition and that the said Plaintiff, Lyda Viglow, still owns an undivided one-half interest in the same. That Charles H. Smith died on or about the 1st day of August, 1945, intestate. That no administration of his estate has ever been made nor is one contemplated and all the debts of his estate have been paid in full. That Lyda Viglow is the surviving spouse of Charles H. Smith, deceased, and as such entitled to an undivided 1/3 interest in his one-half of said real estate, as a result of which she is entitled to an undivided 2/3 of the whole. That Labertta Smith, John Smith, Kathryn Wornstaff, Delmer Smith, Ethel Kaser, Gladys Smith, Lulu Smith, a minor 17 years of age, and Patricia Smith, a minor 15 years of age, inherited an undivided 1/24 interest in said real estate by descent from Charles H. Smith, they being the children of Charles H. Smith, deceased.

The Court finds the Plaintiff is entitled to partition of said property.

It is, therefore, ordered, adjudged, and decreed that a writ of partition issue to the Sheriff of this County commanding him that by the oath of Ray Baker, Delmer Turner and Fred Jolliff, three disinterested and judicious freeholders of the vicinity, hereby appointed as commissioners for the purpose, he cause to be divided and set off to the Plaintiff and the Defendants, respectively, the parts of real property to which they are entitled, as hereinabove set forth, but that, if in the opinion of said commissioners, said property can not be divided according to the command of the writ, and of this decree, without manifest injury to its value, they shall return that fact to the Court, with a just valuation of said property.

F. LeRoy Allen
JUDGE

APPROVED:

Robert F. Allen, Attorney for Plaintiff

Guardian ad litem of Lulu Smith a minor
17 years of age and Patricia Smith a minor
15 years of age.

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Ralph C. Godwin,
Plaintiff,
-vs-
Ruth C. Godwin,
Defendant.

Case No. 16169
Filed Jan. 12, 1950.

This day this cause came on to be heard upon the filing of a motion by plaintiff, Ralph C. Godwin, to modify the judgment heretofore rendered herein, concerning the amount to be paid for the support and maintenance of the minor children of the parties hereto.

It is ordered and decreed that said motion be for hearing before this court on the 27th day of January, 1950, at 10:00 o'clock a.m.

It is further ordered that service of a copy of this motion and of this entry on defendant shall constitute notice as to the time and place of said hearing.

F. LeRoy Allen
Common Pleas Judge

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
State of Ohio,
Plaintiff,
-vs-
W. S. Patterson,
Defendant.

Case No. 3195
Filed Dec. 28, 1949.

Indictment for Issuing Check with Intent to Defraud, G.C. 710-176.

This day came into court the Prosecuting Attorney on behalf of the State of Ohio and the defendant coming into court in custody of the Sheriff was required to plead to the indictment.

Whereupon, the said defendant acknowledged service of the indictment, waived the reading thereof and entered a plea of not guilty.

It is the order of this court that bond in the amount of Five Thousand Dollars ($5,000.00) be required and the trial of this cause be set for January 17th, 1950, at 9:30 o'clock A.M.

12/24/49 F. LeRoy Allen
JUDGE

APPROVED BY:

Luther L. Liggett
Prosecuting Attorney.

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JUDGMENT ENTRY
Betty Allinder,
Plaintiff,

-vs-
Charles Robert Allinder,
Defendant.

Case No. 16522
Filed January 6, 1950.

This day this cause came on to be heard upon the application of plaintiff for an order for the support of the minor child during the pendency of this action, and upon the motion of plaintiff that said matter be assigned for hearing.

The court finds that the defendant has a sum of $95.00 in wages due him. The court orders that said defendant when he receives said sum shall pay to the plaintiff the sum of $50.00, and that he shall pay $15.00 on the hospital bill of the parties one child, Robert Leone Allinder. The court further orders that the defendant make the necessary arrangements for the medical care and hospitalization of the plaintiff incident to the birth of the parties expected child. It is further ordered that the defendant pay the plaintiff the sum of $10.00 per week from and after the first Saturday of December, 1949, until further order of this court.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:

Sanders & Grigsby
Attorneys for Plaintiff

Carhart & Carhart
Attorneys for Defendant

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Naomi Quillen,
Plaintiff,
-vs-
Della Mae Miller, et al.,
Defendants.

Case No. 16436
Filed Jan. 16, 1950.

On motion of plaintiff, and upon producing the return of the Sheriff of his proceedings of sale, under the former order of this court, and the court being satisfied on examination that the same have been had in all respects according to law, the said proceedings and sale are hereby approved and confirmed, and upon receipt of the purchasers of the sum of $2600.00, said Sheriff is ordered by deed duly executed to convey said premises to the purchasers, William R. Livingston and Mabel E. Livingston, free from the claim of any persons parties to this action, and said purchasers are subrogated to the rights of all parties.

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

First, to the Treasurer of Union County, Ohio, the sum of $30.19, that being the taxes and penalty due on said premises.

Second, to the Clerk of this court the sum of $319.00, including a counsel fee of $220.00 to Sanders & Grigsby for their services rendered herein.

Third, to the plaintiff, Naomi Quillen, and the defendants, Della Mae Miller, Vera Halbert, Margaret Fox, Ruth Shiers, William Chester Rouse, and James Rouse, the balance of the proceeds from the sale, towit: Naomi Quillen $321.54; Della Mae Miller $321.54; Vera Halbert $321.54; Margaret Fox $321.54; Ruth Shiers $321.54; William Chester Rouse $321.55, and James Rouse $321.55.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:

Sanders & Grigsby
Attorneys for Plaintiff
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

F. LeRoy Allen
Common Pleas Judge

APPROVED BY:

Sanders & Grigsby
Attorneys for Plaintiff

Williams, Reynolds, Murray & Deeg
Attorneys for Defendant

" "ADL

ENTRY
Arthur E. Lyons,
Plaintiff,
-vs-
Marie H. Lyons,
Defendant.

Case No. 15772
Filed Jan. 21, 1950.

This day this cause came on for hearing on the motion of the plaintiff asking the Court for an order citing the defendant, Marie H. Lyons Eubanks, to appear before this Court at a time fixed by the Court and show cause, if any she may have, why she should not release possession and custody of their said children to the plaintiff, and upon consideration thereof the Court does hereby grant said motion.

Therefore, the Court does hereby fix Saturday, January 28th, 1950, at 10:00 o'clock A.M. for hearing thereon, and it is further ordered that the said defendant be and appear before this Court at said time, and that she then and there show cause, if any she may have, why she should not release the custody, care and control of their said children to the said plaintiff.

F. LeRoy Allen
JUDGE

" "ADL

ENTRY - DECREE
Joan M. Ramey,
Plaintiff,
-vs-
Harley E. Ramey,
Defendant.

Case No. 16382
Filed Jan. 21, 1950.

This day came the Plaintiff, and the defendant having been served with summons and a copy of the petition by means of regular United States Registered Mail, and having heretofore filed an Answer and entry of appearance in this cause, signed and verified by himself, and having later filed in this Court a written request, signed by himself, requesting that his answer be withdrawn, waiving his rights and protection under the Soldiers and Sailors Relief Act, and stating his willingness that this cause proceed in his absence as an uncontested matter.

Whereupon the Court now finds said defendant to be in default for answer and demurrer in this cause, that this Court has jurisdiction of the parties hereto and of the subject matter of this action; that at the time of the filing of the petition herein, the said plaintiff has been a bona fide resident of the State of Ohio for more than one year last past, and a bona fide resident of the County of Union for more than thirty days next preceding; and that the parties hereto were married as in said petition set forth, and that one child, David Fay Ramey, is the issue thereof.

The Court further finds upon the evidence adduced that the defendant has been guilty of gross neglect of duty, and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Joan M. Ramey and Harley E. Ramey be, and the same hereby is dissolved, and both parties are released from the obligations of the same and it is further ordered by the Court that the custody of the child, David Fay Ramey, be awarded the Plaintiff until the further order of this Court.

F. LeRoy Allen
Common Pleas Judge

APPROVED:

Clifton L. Caryl
Attorney for Plaintiff

" "ADL

ENTRY
Citizens Federal Savings & Loan Assn.,
Plaintiff,
-vs-
Carroll E. Barnhart, et al.,
Defendants.

Case No. 16308
Filed Jan. 21, 1950.

Now comes the York Supply Company and represents that it has an interest in the property described in the petition, and on the motion of its attorneys is hereby made a party defendant in this case.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:

Hoopes & Hoopes
Attorneys for Plaintiff

Sanders & Grigsby
Attorneys for the York
Supply Company

" "ADL

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Audrey Bushong,
Plaintiff,
-vs-
Arthur Bushong,
Defendant.

Case No. 16558
Filed Jan. 21, 1950.

This cause coming on for hearing, on the motion of the plaintiff to have the defendant disclose to plaintiff certain records containing evidence relating to the merits of this cause, the court, on consideration thereof grants the same and orders compliance on or before January 28th, 1950.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:

Sanders & Grigsby
Attorneys for Plaintiff

Luther L. Liggett
Attorney for Defendant
" " " "

ENTRY
Carrie Miller,
Plaintiff,
-vs-
Egbert Morgan Campbell,
Defendant.

Case No. 16530
Filed January 26, 1950.

This cause came on for hearing on the motion of the defendant to strike from said petition of plaintiff certain statements and matters contained in said petition.

Upon consideration the court sustains subdivision (d) of said motion asking that the word "violently" be stricken from 1st Paragraph, Line 4, Page 3 of said petition. All other subdivisions of said motion are overruled.

To which orders, rulings and findings of the court in overruling portions of said motion of defendant, defendant, through his attorney, excepts.

Plaintiff is granted leave to file amended petition on or before the 28th day of January, 1950.

F. LeRoy Allen
Judge

APPROVED:

J. W. Jacoby
Attorney for Plaintiff

Clifton L. Caryl
Attorney for Defendant

" " " "

has been guilty of gross neglect of duty toward defendant, and defendant is therefore entitled to a divorce as prayed for.

It is therefore ordered, adjudged and decreed that the marriage contract heretofore existing between the said Edna B. Green and Myron Green be, and the same hereby is dissolved and both parties are released from the obligations of the same.

It is further ordered that the custody, care, education and control of the minor child, Dortha Joan Green, be until further order of this court, confided to the said Edna B. Green exclusively. Plaintiff shall have the right of visitation of said child at all reasonable hours. It is further ordered that plaintiff pay to the defendant through the Clerk of this Court the sum of $1.00 per day for the support of said child.

It is further ordered and adjudged that the defendant have and possess as and for alimony the following described real estate, towit:

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

Being a part of VMS No. 19893 and being a part of Lot No. 5 of the subdivision of said Survey; Beginning at a stone located in the center of the gravel road leading from West Mansfield to Mount Victory and being the northeast corner of a tract of 139.75 acres owned by J. L. Wilson; thence with his line S. 83½ deg. W. 31.33 rods to a post; thence N. 9 deg. W. 33.41 rods to a stone located at the southwest corner of John A. J. Levek's land; thence with his line N. 83½ deg. 64.48 rods to a stone in the center of the road; thence with the center of said road S. 38½ deg. W. 47 rods to the place of beginning, containing 10 acres.

The above described land is a part of one of the tracts conveyed to George R. Williams by Henry Williams by deed recorded in Book 58 Page 399 of the deed records of said County, reference to which is hereby made.

And the plaintiff is hereby ordered to convey said premises and the improvements thereon, including two brooder houses and brooder stove to the defendant, Edna B. Green, her heirs and assigns forever, by a good and sufficient deed in fee simple, free from any right or claim of said plaintiff to any estate therein. And it is further ordered that upon failure of said plaintiff to execute said conveyance within five days from the entry hereof, that this decree shall operate as such conveyance and in that case it is ordered that the Clerk cause so much of this decree to be recorded in the office of the Recorder of this County as will show such change of title.

It is further ordered that defendant have as and for her own property, free from any claim of plaintiff therein, the chickens, one cow, approximately fifty bushels of corn, and three ton of alfalfa hay, and all the household furniture in the dwelling house where she now resides, and the sum of $277.80 in cash.

It is further ordered that plaintiff have as and for his own property, free from any claim of defendant therein, the following described real estate, towit:

Situated in the Township of Washington, Counties of Union and Logan, and State of Ohio, and bounded and described as follows:

Part of Survey No. 9893, bounded and described as follows: 38 a. Washington Township; Beginning at a stake in the center of tye dirt road leading from West Mansfield to Mt. Victory and S. W. corner of 1.65 acres sold to Richard A. Hall and wife to John A. Green; thence N. 83 deg. E. 149.5 poles with John A. Green's south line to a stone N. W. corner to Lydia F. Green's land; thence S. 7½ deg. E. 2.5 poles to a stake; thence S. 83 deg. W. 18.22 poles to a stake in the center of said Mt. Voctory and West Mansfield Road; thence N. 83 deg. E. 22.18 poles to the place of beginning, containing 20 acres of land.'

Also the following land situated in the Counties of Logan and Union, State of Ohio, and part of Survey No. 9893 and bounded and described as follows:

Beginning at a stone (formerly two beeches and a sugar) in the east line of J. D. and J. B. Futhry's land and S. W. corner to Amanda Rosebrook's land; thence N. 83 deg. E. 102.12 poles crossing Bokescreek and the Union and Logan County line to a stake in the dirt road leading from West Mansfield and Mt. Victory and S. E. corner to James L. Wilson's land; thence S. 38 deg. W. 118.5 poles with said road to a cross in the bridge across Bokescreek and about 8 feet north of the center of said bridge; thence N. 48 deg. W. 6.5 poles to a stake on the north bank of said creek; thence S. 36-3/4 deg. W. 3 poles to a stake on the south bank of said creek; thence N. 54½ deg. W. 19 poles to a stake in the east line of J. D. and J. B. Guthery's land; thence N. 4-3/4 deg. W. 68.10 poles to the place of beginning, containing 31.50 acres, more or less. Containing in all 51.50 acres, more or less.

It is further ordered that plaintiff have as and for his own property all of the remaining personal property, including the automobile, remaining livestock, farm machinery and equipment, feed, grain, money, carpenter tools, small tools and the household furniture now in the dwelling house on the 53 acres above described, and his personal effects, clothing, coin collection, and books and papers of account.

It is further ordered that the plaintiff pay a note of $100.00 to The Union Banking Company of West Mansfield, Ohio, and that he pay the costs of this action with the exception of witnesses subpoenaed by defendant.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:

Hoopes & Hoopes
Attorneys for Plaintiff

Sanders & Grigsby
Attorneys for Defendant

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ASSIGNMENT OF A JUDGE OF THE COURT OF COMMON PLEAS. Filed January 27, 1950.

Hon. James F. Bell, a resident Judge of the Court of Common Pleas of Madison County, Ohio, is hereby assigned to temporarily preside and hold court in the Court of Common Pleas of Union County, Ohio, Friday, January 20th, 1950, at 10:00 A.M., and to continue therein until the court business on which he enteres is completed.

This assignment is made by virtue of the provisions of Article IV of the Constitution of Ohio and Section 1469 of the General Code of Ohio.

Carl V. Weygandt
Chief Justice
The Supreme Court of Ohio

Issued at Columbus, Ohio, this 6th day of January, 1950.

(SEAL)

" " " "

The Court further find that the parties hereto are also the owners of certain household goods, furniture and utensils located in the house on the above described real estate.

It is therefore ordered and adjudged that the defendant have and possess as and for alimony all of said household goods, furniture and utensils and the entire interest in the real estate above described. And the said plaintiff is hereby ordered to convey said real estate and the improvements thereon and all the appurtenances thereto appertaining and belonging to the said defendant, her heirs and assigns forever, by a good and sufficient deed in fee simple, free from any right or claim of said plaintiff to any estate by the dower or otherwise therein. And it is further ordered that upon the failure of said plaintiff to execute said conveyance within five days from the Entry hereof that this decree shall operate as such conveyance, and in that case it is ordered that the Clerk cause so much of this decree to be recorded in the proper office of the County in Illinois in which said real estate is located as will show such change of title. That upon said conveyance being made, as herein required, together with the transfer of the personal property to the defendant, as herein set forth, the same shall be in full for all future support or any other right or claim of every kind or nature which the defendant might have against the plaintiff arising or growing out of the marital relation.

It is further ordered by the court that the plaintiff be awarded the automobile described in the petition and any wearing apparel, jewelry, of other property belonging to him of an entirely personal nature that may still be at the residence where the defendant now resides.

It is further ordered by the court that each of said parties are to retain all property or money now in his or her possession, respectively, that may have been acquired since the separation.

It is further ordered by the court that the plaintiff pay to the defendant's attorneys the sum of $200.00 within 60 days to apply on her attorney fees and service rendered to the defendant in this case.

It is further ordered by the court that each of said parties pay their own witnessess' fees and that the plaintiff shall pay all other court costs in this proceeding, and execution is awarded therefor.

To all of which the plaintiff and defendant except.

F. LeRoy Allen
Common Pleas Judge

APPROVED BY:

John L. Roof
and
Roy Warren Roof
Attorneys for Plaintiff

E. B. Wetherill
and
C. W. Schwemer
Attorneys for Defendant

" "ADL

ENTRY APPOINTING DEPUTY SHERIFF

Filed Feb. 1, 1950.

By virtue of the powers vested in me as Sheriff of Union County, Ohio, and in pursuance and in compliance with Section 2830 of the General Code of Ohio, I do hereby appoint Arthur Middleton a Deputy Sheriff of Union County, Ohio, invested with all authority and power of a Deputy Sheriff.

Walter T. Galloway
Sheriff of Union County, Ohio.

Whereupon came Arthur Middleton and accepted said appointment and office and made oath as follows:

STATE OF OHIO, UNION COUNTY:

I do solemnly swear that I will support the Constitution of the United States and of the State of Ohio, and that I will faithfully and impartially discharge the duties of Deputy Sheriff of Union County, Ohio, to which if have been appointed according to law and the best of my ability.

Arthur Middleton

Sworn to before me and subscribed in my presence this 24th day of January, 1950.

F. LeRoy Allen
Judge of the Common Pleas.

The above appointment approved by me this 24th day of January, 1950.

F. LeRoy Allen
Judge of the Court of Common Pleas,
Union County, Ohio.

" ADL

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Florence Pennell,
Plaintiff,
-vs-
Ida Croft, d/b/a H. R. Croft Store,
Defendant.

Case No. 16041
Filed Feb. 1, 1950.

This day this cause came on to be heard upon the demurr of the defendant to the petition of the plaintiff.

And the court being fully advised in the premises sustained said demurr. Leave granted the plaintiff to file amended petition by March 1, 1950. Exceptions noted for plaintiff.

F. LeRoy Allen
JUDGE

APPROVED:

Ralph R. Miller
Attorneys for Plaintiff

Hoopes & Hoopes
Attorneys for the Defendant
" "ADL

ENTRY
Clyde T. Pennell,
Plaintiff,
-vs-
Ida Croft, d/b/a G. R. Croft Store,
Defendant.

Case No. 16042
Filed Feb. 1, 1950.

This day this cause came on to be heard upon the motion of the defendant to require the plaintiff to make his petition more definite and certain by stating what medical expenses he incurred, the amount and nature thereof and the dates incurred. What physician he employed and the amounts paid to him.

And upon the defendants motion to strick from paragraph four of the petition the following words, towit: "and has suffered great pain and inconvenience by reason thereof." And the court being fully advised in the premises sustained the motion in whole. Exceptions noted for plaintiff. Leave granted plaintiff to plead by March 1, 1950.

F. LeRoy Allen
JUDGE

APPROVED:

Ralph R. Miller
Attorneys for Plaintiff

Hoopes & Hoopes
Attorneys for the Defendant

" "ADL

JOURNAL ENTRY
State of Ohio, ex rel Wanda Brown,
Plaintiff,
-vs-
Harold Lloyd Holloway,
Defendant.

Case No. 16167
Filed Feb. 2, 1950.

This day this cause came on to be heard upon the Motion of the Plaintiff requiring the Defendant to appear before this Court to show cause why he should not be punished for contempt and the Court being fully advised in the premises finds that said Motion is reasonable and should be granted.

It is therefore the order of this Court that the Defendant be ordered to appear on the 4th day of February, 1950, at 9:30 o'clock A.M. in this Court and then and there to show cause why he should not be punished for contempt. It is further ordered that a copy of the Motion and a copy of this Entry be directed to the Sheriff of Union County, Ohio, and he to cause personal service of the same to be issued upon the Defendant.

F. LeRoy Allen
JUDGE

APPROVED BY:

William L. Coleman
Attorney for Plaintiff
" "ADL

JOURNAL ENTRY CONFIRMING REPORT OF
COMMISSIONERS AND ORDERING DEED
Lyda Viglow,
Plaintiff,
-vs-
Labertta Smith, et al.,
Defendants.

Case No. 16547
Filed Feb. 2, 1950.

On the report of the commissioners heretofore appointed herein and the return of the Sheriff of the writ of partition, and upon due consideration thereof, the Court finds that such proceedings are in all respects in conformity to law and the order of the Court, and the same are hereby confirmed and approved.

Lyda Viglow, the Plaintiff, having filed herein her election to take said property at the appraised value of $500.00, and no other person desiring or offering to take said premises, and it appearing that the said Lyda Viglow for a valuable consideration has sold, assigned, transferred and set over all of her rights of election to Charles Montgomery, said

premises are adjudged to said Charles Montgomery upon his paying to the parties their proportion of said appraised value, according to their respective rights in cash.

It is further ordered that Charles Montgomery pay the following items, towit:

1.	To the Clerk of this Court, court costs in the amount of ...	32.76
2.	J. H. Davis, Treasurer of Union County, taxes in the amount of ...	6.05
3.	Robert F. Allen, attorney fees	50.00
4.	Lyda Viglow, undivided 2/3 interest,	274.15
5.	Labertta Smith, undivided 1/24 interest,	17.13
6.	John Smith, undivided 1/24 interest,	17.13
7.	Katherine Wornstaff, undivided 1/24 interest	17.13
8.	Delmer Smith, undivided 1/24 interest,	17.13
9.	Ethel Kaser, undivided 1/24 interest,	17.13
10.	Gladys Smith, undivided 1/24 interest,	17.13
11.	Ethel Kaser, Custodian of and for Lulu Smith, a minor 17 years of age, undivided 1/24 interest,	17.13
12.	Ethel Kaser, Custodian of and for Patricia Smith, a minor 15 years of age, undivided 1/24 interest,	17.13
		$500.00

APPROVED:

Robert F. Allen
Robert F. Allen,
Attorney for Plaintiff

F. LeRoy Allen
JUDGE

Luther Liggett, Guardian ad litem
for Lulu Smith, a minor 17 years of age
and Patricia Smith, a minor 15 years
of age.

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Beulah E. Crothers,
Plaintiff,
-vs-
Harold E. Crothers,
Defendant.

Case No. 16567
Filed Feb. 8, 1950.

This day this cause came on to be heard upon the Motion of the Plaintiff and the Court being fully advised in the premises finds the said Motion reasonable and should be granted.

It is ordered that the Defendant be required to appear before this Court on Saturday, February 11th, 1950, at 9:30 a.m. for the purpose of determining and affixing temporary alimony and support money pending this proceeding, and that service be made by registered mail upon the Defendant residing at 732 London Avenue, Marysville, Ohio.

F. LeRoy Allen
JUDGE

APPROVED BY:

William L. Coleman
Attorney for Plaintiff
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

This day this cause came on to be heard upon the Motion of the Plaintiff citing the Defendant to show cause why the Plaintiff should not have custody of the minor children as heretofore ordered and upon the Motion of the Defendant for modification of the previous order of the Court and the Court being fully advised in the premises finds the Plaintiff's Motion is not well taken and should be dismissed. That the Motion of the Defendant is reasonable and should be granted.

It is therefore the order of this Court that the former order of this Court dated December 14th, 1945, be and the same is hereby modified and the custody of the children is granted to the Defendant, Marie H. Lyons Eubanks, until further order of the Court. The Plaintiff shall have the right of visitation the first and third weekends of each month, during the school year so long as the same does not interfere with school attendance, that in addition thereto, he shall be permitted to take the children into his own home one month during summer vacation, to be either two periods of two weeks each or one full month, at the option of Plaintiff and after giving reasonable notice to the Defendant as to the time of such visits, that in addition thereto, he shall be permitted to have the children one week during holiday vacation periods. It is further ordered that the Plaintiff pay the clerk of this Court the sum of $40.00 per month for the support of said children, the said payments to be made each month except during the summer vacation period if the plaintiff exercises his option to take the children into his own home, in which event payments shall be made on an eleven month annual basis.

It is further ordered that each party hereto shall pay his own witnesses and that the costs of this proceeding shall be paid by the Plaintiff. Exceptions saved for both Plaintiff and Defendant.

F. LeRoy Allen
JUDGE

APPROVED BY:

Myers & Hoopes
ATTORNEY FOR PLAINTIFF

William L. Coleman
ATTORNEY FOR DEFENDANT

" "ADL

ENTRY

Giles McDaniel,
Plaintiff,
-vs-
Frank K. McDaniel,
Defendant.

Case No. 16400
Filed Feb. 11, 1950.

This day this cause came on to be heard on the motion of defendant for a new trial, and the court being fully advised in the premises finds that said motion is not well taken and therefore overrules the same.

Exceptions noted for defendant.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:

Sanders & Grigsby
Attorneys for Plaintiff

Williams, Reynolds, Murray & Deeg
Attorneys for Defendant

" ADL

JUDGMENT ENTRY

Elma R. Boyd,
Plaintiff,
-vs-
Herman Holloway,
Defendant.

Case No. 16579

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 Two Hundred Twenty Six dollars and Eighty-five cents, being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and released and waived all exceptions, errors and right of appeal in the premises.

It is therefore considered that said plaintiff recover from said defendant the sum of Two Hundred Twenty Six dollars and Eighty-five cents, being the amount of said note and unpaid interest due thereon from the 1st day of December, 1949, to date of judgment; and also recover her costs herein expended, taxed at $_____, and interest on said judgment at six per cent. per annum, from said date of judgment until paid.

F. LeRoy Allen
JUDGE

" ADL

JOURNAL ENTRY

Frances Hall, formerly Frances Nelson,
Plaintiff,
-vs-
Albert Nelson,
Defendant.

Case No. 14730
Filed Feb. 14, 1950.

This day this cause came on to be heard upon the Application of this Plaintiff and the Court being fully advised in the premises finds that said Application is reasonable and should be granted. It is therefore the order of this Court that the Defendant be ordered to appear before this Court on Saturday, February 18th, 1950, at 9:30 o'clock A.M. and then and there to show cause why he should not be punished for contempt. It is further ordered that the

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

Clerk of this Court issue a copy of the Application and a copy of this order to the Defendant by registered mail with return card requested.

F. LeRoy Allen
JUDGE

APPROVED BY:

William L. Coleman
ATTORNEY FOR PLAINTIFF

" "ADL-

JOURNAL ENTRY
State of Ohio ex rel Pauline Green,
Plaintiff,

Case No. 16510
Filed Feb. 15, 1950.

-vs-
Francis Gilbert,
Defendant.

This day this cause came on to be heard on the Application of the Defendant for a modification of the previous order of this Court and the Court being fully advised in the premises finds that said application is reasonable and should be granted.

Upon consideration thereof, the Court finds that the Defendant is unable at this time to carry out the previous order of this Court by reason of the critical illness of his mother and it is ordered that payment for the support of the minor child be discontinued only during the time he is required to spend all of his time with his mother, but in no event later than February 13th, 1950, at which time the payments will again be made.

It is further ordered that the defendant be and he hereby is relieved from furnishing bond at this time.

It is further ordered that defendant pay the costs of this proceeding taxed at $___.

F. LeRoy Allen
JUDGE

APPROVED:

Myers & Hoopes
Attorneys for Plaintiff

William L. Coleman
Attorney for defendant

" "ADL-

JOURNAL ENTRY
Betty Allinder,
Plaintiff,

Case No. 16522
Filed Feb. 16, 1950.

-vs-
Charles Robert Allinder,
Defendant.

This cause came on to be heard on the petition of the plaintiff, and the defendant having been duly served with summons and a copy of the petition herein, and both parties appearing in court, 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 one year next preceding said filing, and was at that time a bonafied resident of this county of Union, and had been a resident of said county for more than thirty days next preceding the filing of her petition, and that the parties hereto were married as in said petition set forth.

The court further find that since the filing of her petition, the plaintiff has given birth to another child, issue of this marriage, namely Theresa Ruth Allinder.

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 Betty Allinder and Charles Robert Allinder be, and the same is hereby dissolved, and both parties are released from the obligations of the same.

It is further ordered that the custody, care, education and control of the said children of the parties hereto be, until further order, confided to the said Betty Allinder exclusively; and that the said defendant shall have the right of visitation of said children on the first and third Sundays of each month between the hours of 10:00 A.M. and 5:00 P.M.

The court further finds that said parties have no property rights to be settled in this matter.

The court find that since the previous order for temporary alimony and support, the defendant has failed to comply with said order, and the court hereby modifies said order to the effect that the payments now in arrears are discharged with the exception that the defendant is ordered to pay the hospital bill to the Marion City Hospital and the doctor bills incident to the birth of his children.

It is further ordered that the defendant pay to the plaintiff for the support of said minor children the sum of $14.00 per week, beginning with the 27th day of February, 1950, and each Monday thereafter until further order of this court. Said payments are to be paid through the office of the Clerk of Courts.

Defendant is further ordered to pay to the firm of Sanders & Grigsby, the sum of $75.00 as attorney fees within four months from the date of this entry. All costs of this suit are taxed to the defendant with the exception of plaintiff's witness fee.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:

Sanders & Grigsby
Attorneys for Plaintiff

" "ADL-

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Citizens Federal Savings & Loan Asso.,
Plaintiff,
-vs-
Carroll E. Barnhart & Doris L. Barnhart, husband & wife, & John DeVoss,
Defendants.

Case No. 16308
Filed Feb. 16, 1950.

On motion of the plaintiff and on its producing the return of the Sheriff of the sale made under the former order of this court; and the court, on careful examination of the proceedings of the said Sheriff being satisfied that the same have been had in all respects in conformity to law and the orders of this court, it is ordered that the said proceedings and sale be, and they are hereby, approved and confirmed. And it is further ordered that the said Sheriff convey to the purchasers, J. N. Barnhart, by deed, according to law, the property so sold; and the said purchasers are 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 its title; and a writ of possession is awarded to put said purchasers 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, which mortgage is recorded in Vol. 131, page 247, of the Mortgage Records of Union County, Ohio.

And the court coming now to distribute the proceeds of said sale, amounting to $2775.00, it is ordered that the Sheriff out of the money in his hands, pay:

First: To the treasurer of this County the taxes, penalty and interest against said property, towit, the sum of $ 44.73

Second: Costs of this action taxed at, 68.00

Third: - To the plaintiff, The Citizens Federal Savings & Loan Asso., the amount heretofore found due it, with interest, towit, the sum of 2241.07

Fourth: To the defendant, John DeVoss, the balance of the money in said Sheriff's hands to apply on the amount heretofore found due him, towit, the sum of 421.20

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED:

Attorneys for the Plaintiff

Attorneys for the Defendant

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Irma Jolliff,
Plaintiff,
-vs-
Alfred Jolliff,
Defendant.

Case No. 15998
Filed Feb. 17, 1950.

This day this cause came on to be heard upon the Application of the Defendant and the Court being fully advised in the premises orders that said Application be heard before this Court on Saturday, February 25th, 1950, at 9:30 o'clock A.M.

It is further ordered that a copy of the Application and a copy of this Entry be served on the Plaintiff by the Clerk of this Court by registered mail.

F. LeRoy Allen
JUDGE

APPROVED BY:

William L. Coleman
Attorney for Defendant
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Lillian Rausch,
Plaintiff,
-vs-
Walter G. Rausch,
Defendant.

Case No. 16585
Filed Feb. 20, 1950.

This day this cause came on for hearing on motion of the plaintiff, asking that the defendant be enjoined from disposing of or encumbering his said livestock, feed, grain, hay, Ford automobile, U. S. Bonds, savings accounts and from molesting or interfering with the plaintiff; and on consideration thereof the Court does grant said order.

Therefore it is ordered by the Court that the said defendant be, and he is hereby enjoined from disposing of or encumbering his said livestock, feed, grain, hay, Ford automobile, U. S. bonds, and savings accounts until further ordered by the Court, and the said defendant is hereby enjoined from molesting or interfering with the plaintiff, without bond on the part of the plaintiff.

And it is further ordered by the Court on motion of the plaintiff that the said defendant be and appear before this Court on the 25th day of February, 1950, at 10:00 o'clock, and that he then and there and at said time show cause, if any he may have, why he should not be enjoined from disposing of or encumbering his said livestock, feed, grain, hay, Ford automobile, U. S. bonds, savings accounts and from molesting or interfering with the plaintiff, and why he should not forthwith pay alimony and support the plaintiff and pay her costs, including attorney fees, pending this action.

It is further ordered that a copy of this Entry be served on the said defendant at least five days before the day set for hearing.

F. LeRoy Allen
JUDGE

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
The Citizens Federal Savings & Loan
Asso. of Marysville, Ohio,
Plaintiff,
-vs-
Harry D. Hudson, et al.,
Defendants.

Case No. 16577

This cause settled and dismissed without record, costs paid.

F. LeRoy Allen
Judge

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JUDGE'S ALLOWANCE OF TEMPORARY RESTRAINING ORDER

Parthena M. Lyons,
Plaintiff,
-vs-
Matthew Lyons,
Defendant.

Case No. 16588
Filed Feb. 24, 1950.

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 sumof Four Hundred Dollars, ($400.00).

Done this 24th day of February, A.D. 1950.

F. LeRoy Allen
JUDGE

" " " "

gross neglect of duty and extreme cruelty as charged in the cross petition, but has in all respects conducted himself as a good and faithful husband, and it is therefore ordered that said cross petition be and the same hereby is dismissed.

The court further find from the evidence that defendant has been guilty of gross neglect of duty and extreme cruelty toward plaintiff, and that plaintiff is therefore entitled to a divorce as prayed for.

It is therefore ordered, adjudged, and decreed that the marriage contract heretofore existing between the said Carlyle Edwards and Catherine Edwards be, and the same hereby is dissolved and both parties are released from the obligations of the same.

It is further ordered that the custody, care, education and control of the minor children, Stephen G. Edwards and Cassandra Edwards be, until further order of this court, confided to the plaintiff, Carlyle Edwards, exclusively, defendant shall have the right of visitation of said children at all reasonable times.

It is further ordered that the plaintiff have as and for his own property all of the household furniture and the automobile, and that plaintiff shall pay to the defendant to her Attorney, William L. Coleman, the sum of $500.00 payable at the rate of $10.00 per week, the first payment due February 18th, 1950.

It is further ordered that plaintiff assume all of the obligations contracted or arising by virtue of said marriage, which includes delinquent rent, medical expenses, and mortgage liens on said furniture.

It is further ordered that plaintiff be awarded the possession of the home, including furniture, etc., for which execution is allowed.

It is further ordered that plaintiff pay the costs of this action taxed at $_____.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:

Sanders & Grigsby
Attorneys for Plaintiff

William L. Coleman
Attorney for Defendant

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Irma Jolliff,
Plaintiff,
-vs-
Alfred Jolliff,
Defendant.

Case No. 15998
Filed March 4, 1950.

This day this cause came on to be heard upon the Application of the Defendant and by agreement of counsel and upon consideration thereof, the Court orders:

First: That the Defendant pay the sum of $30.00 per month through the Clerk of this Court for the support of the minor children.

Second: That the Defendant be permitted to visit said children, to take them into his own home on the first and third Sundays of each month with said right of visitation beginning Sunday, March 5th, 1950, at 12:00 noon and ending at 6:00 P.M.; that said right of visitation shall continue until further order of the Court.

F. LeRoy Allen
JUDGE

APPROVED BY:

William S. Hoopes
Attorney for Plaintiff

William L. Coleman
Attorney for Defendant
" "ADL

JOURNAL ENTRY
Mildred Pepper,
Plaintiff,
-vs-
William Pepper,
Defendant.

Case No. 16591
Filed March 4, 1950.

This day this cause came on to be heard upon the Motion of the Attorney for the Defendant and the Court being fully advised in the premises finds that said Motion is reasonable and should be granted.

It is therefore the order of this Court that the restraining order prohibiting the Defendant from disposing of his plumbing items of trade be vacated and held for naught and that the Defendant be permitted to continue the operation of his business pending suit.

F. LeRoy Allen
JUDGE

APPROVED BY:

Luther L. Liggett
Attorney for Plaintiff

William L. Coleman
Attorney for Defendant
" ADL

JOURNAL ENTRY
Woodrow Herron by his father and
next friend, Raymond Herron,
Plaintiff,
-vs-
W. H. Fay Company, 2701 Lakeside
Avenue, Cleveland, Ohio,
Defendant.

Case No. 16487
Filed March 4, 1950.

Case dismissed, record waived, costs paid.

F. LeRoy Allen
JUDGE

APPROVED BY:

Sanders & Grigsby
By J. B. Grigsby
Attorneys for Plaintiff

J.C.A. Arter
Attorney for Defendant
" "ADL

JOURNAL ENTRY
Raymond Herron,
Plaintiff,
-vs-
W. H. Fay Company, 2701 Lakeside
Avenue, Cleveland, Ohio,
Defendant.

Case No. 16488
Filed March 4, 1950.

Case dismissed, record waived, costs paid.

F. LeRoy Allen

APPROVED:

Sanders & Grigsby
By J. B. Grigsby
Attorneys for Plaintiff

J. C. A. Arter
Attorney for Defendant
" ADL

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY

Vada Holbrook,
Plaintiff,
-vs-
Granville Holbrook,
Defendant.

Case No. 16499
Filed Feb. 28, 1950.

This day this cause came on to be heard upon the Motion of the Plaintiff requesting that the Defendant be required to appear before this Court to show cause why said Defendant should not be punished for contempt and the Court being fully advised in the premises finds that said Motion is reasonable and should be granted.

It is therefore the order of this Court that the Defendant be required to appear before this Court at 9:30 o'clock A.M. Saturday, March 4th, 1950, and then and there to show cause why he should not be punished for contempt. It is further ordered that the Clerk of this Court serve a copy of this Motion and a copy of this order on Granville Holbrook who is employed at the Universal Atlas Cement Company, Fairborne, Ohio, that said service shall be made by registered mail with a return card requested.

F. LeRoy Allen
JUDGE

APPROVED BY:

William L. Coleman
Attorney for Plaintiff
" "ADL←

DIVORCE DECREE

George A. Robertson,
Plaintiff,
-vs-
Margaret Robertson,
Defendant.

Case No. 16565
Filed March 4, 1950.

This cause came on for hearing on this 4th day of March, 1950, on the Petition of the Plaintiff, and the evidence offered by him, the Defendant being in default of answer or demur and not appearing in Court in person or by counsel.

The Court finds the Defendant was personally served with summons and copy of the Petition as required by law and such service is hereby approved.

The Court finds the Plaintiff had sufficient and legal residence in this County and State at the time of instituting this action, and that the Court has jurisdiction of the cause of action and of the parties.

Upon consideration of the evidence, the Court finds that the Defendant has been wilfully absent from the Plaintiff for longer than three years, by reason whereof he is entitled to a divorce.

It is, therefore, hereby ordered, decreed, and adjudged that Plaintiff be and is hereby granted a divorce from the Defendant and the bonds of matrimony heretofore existing between the parties are hereby severed and set at naught, and both parties are released from the obligation thereof.

F. LeRoy Allen
JUDGE

APPROVED:

Robert F. Allen
Attorney for Plaintiff
" ADL ←

ENTRY

Frieda Caldwell,
Plaintiff,
-vs-
Adrian Caldwell,
Defendant.

Case No. 16561
Filed March 4, 1950.

This cause coming on to be heard on the petition and proofs, the Court finds that the defendant has been duly served by publication which is hereby approved and confirmed.

The court further finds that the plaintiff was a resident of this State for one year before filing the petition and has been a bonafide resident of this County for thirty days before filing the same; that the parties were married as alleged in the petition, and that the defendant, in violation of his martial duties, has been guilty of gross neglect of duty towards the plaintiff, and that plaintiff is entitled to a divorce.

It is therefore adjudged and decreed that the marriage relation subsisting between said parties be and hereby is dissolved, and both parties released from the obligation of the same, and that plaintiff be restored to her maiden name of Frieda Stewart. It is further ordered that the plaintiff pay the costs of this action.

F. LeRoy Allen
JUDGE

" "ADL ←

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Dorothy Anne Robinson,
Plaintiff,
-vs-
Merle Robinson,
Defendant.

Case No. 16598
Filed March 6, 1950.

This day this cause came on to be heard upon the Motion of the Plaintiff and the Court being fully advised in the premises finds that said Motion is reasonable and should be granted.

It is the order of this Court that the Defendant be restrained from molesting the Plaintiff and her family during the pendency of this action and restraining the Defendant from coming to the home of the Plaintiff during the pendency of this action.

F. LeRoy Allen
JUDGE

APPROVED BY:

William L. Coleman
Attorney for Plaintiff
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

not exempt from attachment to said defendant, Ralph E. McCarty, until further order of the court.

F. LeRoy Allen
JUDGE

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Imo Smith,
Plaintiff,
-vs-
Oliver W. Smith,
Defendant.

Case No. 16584
Filed March 9, 1950.

This day this cause came on to be heard on petition of plaintiff and on motion of plaintiff for the support of minor children and temporary alimony during the pendency of this action and for Attorney fees for plaintiff's attorneys.

The court being fully advised in the premises and from the evidence, orders that the defendant pay through the Clerk of the Court of Common Pleas of Union County, Ohio, the sum of $25.00 per week, the first payment thereof to be made on the 27th day of February, 1950, and $25.00 on each monday of each and every week thereafter during the pendency of this action.

Said sum of $25.00 to be disbursed by the Clerk of the Court of Common Pleas as follows: Fifteen Dollars ($15.00) thereof to plaintiff for the support of the minor children, and Ten Dollars ($10.00) thereof to Sanders and Grigsby for their attonrye fees, until the sum of $75.00 has been paid in full.

F. LeRoy Allen
COMMON PLEAS JUDGE

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
State of Ohio,
Plaintiff,
-vs-
Harvey L. Kennedy,
Defendant.

Case No. 3204
Filed Nov. 17, 1949.

Indictment for Neglect of Minor Children, G.C. 13008

This day came into court the Prosecuting Attorney on behalf of the State of Ohio, and the defendant coming into court in custody of the Sheriff asked leave of court to withdraw his plea of not guilty previously entered herein and to at this time enter a plea of guilty to the indictment.

Whereupon, the court accepted said plea of guilty and inquired of Harvey L. Kennedy if he had anything to say why judgment should not be pronounced against him. The defendant at this time offered the court to enter into a bond in the amount of Five Hundred Dollars ($500.00) to the State of Ohio conditioned that he will furnish his minor children the necessary and proper home, care, food, and clothing and that he will pay the sum of Ten Dollars ($10.00) per week for the support of said minor children.

Whereupon, the court under the provisions of Section 13010 of the General Code of Ohio, adjudged that the imposition of sentence in this case be and the same hereby is suspended provided the above conditioned bond so offered is entered into by defendant and approved by this court. It is further adjudged that the imposition of sentence be suspended also on the condition that said defendant pay and continue to pay the said sum of Ten Dollars ($10.00) per week for the support of his minor children, and that the defendant pay the costs of this prosecution for which execution is awarded.

F. LeRoy Allen
JUDGE

APPROVED BY:

Luther L. Liggett
Prosecuting Attorney
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Helen Decker,
Plaintiff,
-vs-
Leon Decker,
Defendant.

Case No. 14818
Filed March 20, 1950.

This day this cause came on to be heard on the Application of the plaintiff for a hearing in this Court to determine the custody of her minor child, Roger Decker.

The Court hereby sets the time for said hearing at 9:30 o'clock AM March 25th, 1950, and hereby orders Edward Amerine to appear in Court with said minor child, Roger Decker, for the determination of custody of said minor child; and the Court further orders that the said Edward Amerine be ordered by the Sheriff, serving on him a certified copy of this order.

F. LeRoy Allen
JUDGE

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY FOR PARTITION
Thomas B. Collinson,
Plaintiff,
-vs-
Joan Collinson, et al.,
Defendants.

Case No. 16539
Filed March 18, 1950.

And now this cause coming on to be heard upon the petition of Thomas B. Collinson, plaintiff, the answers of Joan Collinson, a minor child defendant by William Hoopes, her guardian Ad Litem and the exhibits and evidence and the court finds that all the defendants have had due legal notice of the pendency and demand of the said petition, and that with the exception of those above named they are in default for answer thereto.

Thereupon, the court further finds that the plaintiff and the defendants hereafter named are tenants in common in the estate described in the petition;

That the Plaintiff, Thomas B. Collinson, has a legal right to the 7/8 part thereof.

That the Defendant, Joan Collinson, has a legal right to the 1/16 part thereof.

That the Defendant, June Collinson, now June Lafferty, has a legal right to the 1/16 part thereof.

and that the plaintiff is entitled to have partition of said estate made, as prayed in his petition.

It is therefor ordered, adjudged and decreed that partition of said estate be made in favor of all parties in interest; and N. E. Davis, Harold J. Coleman, and Eugene Rausch, three judicious and disinterested freeholders of the vicinity, are hereby appointed commissioners to make the same.

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

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

F. LeRoy Allen
JUDGE

APPROVED:

Clifton L. Caryl
Attorney for Plaintiff

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
State of Ohio, ex rel
Wanda Brown,
Plaintiff,
-vs-
Harold Lloyd Holloway,
Defendant.

Case No. 16167
Filed March 16, 1950.

This day this cause came on to be heard upon the Application of the Plaintiff and the Court being fully advised in the premises finds that said Application is reasonable and should be granted.

It is ordered that the Defendant be directed to appear before this Court Saturday, March 18th, 1950, at 10:00 o'clock A.M. to then and there show cause why he should not be punished for contempt. It is further ordered that a copy of this Application and this Journal Entry be served upon the Defendant by the Sheriff of Union County, Ohio.

F. LeRoy Allen
JUDGE

APPROVED BY:

William L. Coleman
Attorney for Plaintiff
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Walter G. Casto,
Plaintiff,
-vs-
Kenosha Auto Transport
Corporation,
Defendant.

Case No. 16453
Filed March 16, 1950.

By agreement of parties case settled and dismissed with prejudice. No record. Costs paid by defendant.

F. LeRoy Allen
JUDGE

APPROVED:

Hamilton & Kramer &
Sam L. Devine
Attorneys for Plaintiff

Collis Gundy Lane & Sanders & Grigsby
Attorneys for Defendant
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

FIRST: The costs of this action taxed at $67.03.

SECOND: The costs of the matter of Frances K. Thorpe and Frank Elk, d.b.a. Marysville Hi-Speed, Plaintiffs-Appellees vs. Welfare Finance Company, Defendant-Appellant, Appeals Docket No. 233, Court of appeals of Union County, Ohio, on a dismissal basis, taxed at $5.30.

THIRD: To the plaintiffs, the balance of said proceeds in the sum of $276.76.

It is further ordered that the cash deposit advanced by defendant, Welfare Finance Company, to secure its costs herein, be released by the Clerk of this Court and refunded to said Welfare Finance Company, instanter.

F. LeRoy Allen
JUDGE

APPROVED:

Hoopes & Hoopes
William S. Hoopes
Attorney for Plaintiff

John H. Baker
Attorney for Defendant

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

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 prior thereto and was, at the time of filing said petition and for at least thirty days immediately preceding the same, a bona fide resident of this County of Union and that the parties hereto were married on the 7th day of December, 1934, as in said petition set forth.

The Court further finds, upon the evidence adduced, that the Defendant has been guilty of gross neglect of duty and by reason thereof the Plaintiff is entitled to a divorce as prayed for.

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

It is further ordered that the custody, care, education and control of the children, towit: Mary Ann Hughes, age (12) years, and Shirley Fay Hughes, age (8) years of the said parties hereto be, until further order, confided to the said Elma Hughes. And the said Cecil Hughes is hereby enjoined from interfering in any manner with either the said children, or with Elma Hughes in the custody, care, education and nurture thereof until further order of this Court.

It is further considered by the Court that the said Elma Hughes, the said Plaintiff, pay the costs of this prosecution.

F. LeRoy Allen
JUDGE

APPROVED:

Clifton L. Caryl

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Annette M. Brown,
Plaintiff,
-vs-
Harold E. Brown,
Defendant.

Case No. 16605
Filed March 25, 1950.

This day this cause came on to be heard upon the Motion of the Plaintiff and the Court being fully advised in the premises finds the said Motion reasonable and should be granted.

It is ordered that the Defendant be required to appear before this Court on Saturday, April 1st, 1950, at 9:30 A.M. for the purpose of determining and affixing temporary alimony and support money pending this proceeding.

F. LeRoy Allen
JUDGE

APPROVED BY:

William L. Coleman
Attorney for Plaintiff

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Irma Jolliff,
Plaintiff,
-vs-
Alfred Jolliff,
Defendant.

Case No. 15998
Filed April 1, 1950.

This day this cause came on to be heard on the Application of the plaintiff, the Court orders that said Application be heard before this Court on Saturday, April 8th, 1950, at 9:30 o'clock A.M.

It is further ordered that a certified copy of the application and a copy of this Entry be served on the defendant by the Clerk of this Court by registered mail.

F. LeRoy Allen
JUDGE

" " " "

and on behalf of said defendants, Todd Hoopes, an attorney at law of this court, and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendants, entered the appearance of said defendants, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendants, and in favor of said plaintiff, for Twelve hundred fourteen ------ dollars and fity-four 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, erros and right of appeal in the premises.

It is therefore considered that said plaintiff recover from said defendants the sum of Twelve hundred fourteen ---- dollars and fifty-four cents, being the amount of said note and unpaid interest due thereon from the 1st day of April, 1949, to date of judgment; and also recover costs herein expended, taxed at $_____, and interest on said judgment at six per cent. per annum, from said date of judgment until paid.

F. LeRoy Allen
JUDGE

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Myron Green,
Plaintiff,
-vs-
Edna Green,
Defendant.

Case No. 16509
Filed April 5, 1950.

This day this cause came on to be heard upon the application of the plaintiff for an order modifying the former order of this court by awarding the custody of Dorothy Joan Green to the defendant and canceling the order of the payment by the plaintiff to the defendant of the sum of $30.00 per month for the support of said child.

And the Court being fully advised in the premises, sustained said application. It is therefore ordered that the plaintiff, Myron Green, have the custody of the said Dorothy Joan Green, until the further order of the Court, and that the former order of the court directing the payment to the defendant of the sum of $30.00 per month for the support of said child be and hereby is canceled. It is further ordered that the defendant have the right of visiting said child at all reasonable times and for said child to visit her at such times as child may desire.

F. LeRoy Allen
JUDGE

APPROVED:

Hoopes & Hoopes
Attorneys for the Plaintiff

Gwynn Sanders
Attorneys for the Defendant.
" "ADL

ENTRY
Ralph C. Godwin,
Plaintiff,
-vs-
Ruth C. Godwin,
Defendant.

Case No. 16169
Filed April 6, 1950.

On a former day this cause came on to be heard upon a rule in contempt filed by defendant and the motion of the plaintiff for modification of the cormer order of the Court, and was submitted to the Court upon the testimony of the parties and argument of counsel. Upon due consideration thereof, the Court finds the plaintiff to be in contempt of court and that there was due and owing from him to the defendant at the time of trial the sum of $223.75.

It is, therefore, ordered that the plaintiff may purge himself of contempt by paying to the defendant the said sum of $223.75 on or before April 10, 1950, and in default thereof that he be committed in the Union County Jail until discharged by law.

The Court coming now to the consideration of the motion of plaintiff for a modification, finds that said motion is well made, and the same is hereby sustained.

It is, therefore, ordered that the former order made herein for the support of the minor children of the parties hereto be, and it hereby is, reduced from $50.00 each two weeks to $27.50 each two weeks, this order to be effective as of the day this cause was heard.

To which order, ruling and finding plaintiff and defendant except.

James F. Bell
JUDGE

APPROVED:

Sanders & Grigsby
Attorney for Plaintiff.

H. S. Kerr
Attorneys for Defendant.
" ADL

JOURNAL ENTRY
Audrey Bushong,
Plaintiff,
-vs-
Arthur Bushong,
Defendant.

Case No. 16558
Filed April 6, 1950.

This cause coming on for hearing upon the motion of Walter T. Galloway, receiver, for permission to pay certain debts of the Bushong Brothers. The court being satisfied that said bills are proper and just, and upon the agreement of both parties, and their attorneys, finds that said bills as listed in the receiver's motion should be paid from the partnership assets in the hands of Walter T. Galloway, receiver.

The court orders Walter T. Galloway, receiver, to pay the bills to the various firms and individuals as listed in his motion, taking receipts for such bills.

It is ordered that Walter T. Galloway as such receiver, retain and be accountable for the balance of said funds in his hands until further order of the court.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:

Sanders & Grigsby
Attorneys for Plaintiff

Luther L. Liggett
Attorney for Defendant
" "ADL

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Audrey Bushong,
Plaintiff,
-vs-
Arthur Bushong and Irene Bushong,
Defendants.

Case No. 16560
Filed April 7, 1950.

This cause coming on for hearing, and the plaintiff and defendants appearing in open court represented by counsel, the court upon the testimony and evidence adduced, finds that the real estate described in plaintiff's petition was at the time suit was filed, the subject of a contract of sale, and said contract for sale has been completed, and the proceeds of said sale are now in the hands of Walter T. Galloway, receiver of the partnership assets of Audrey Bushong and Arthur Bushong, in Case No. 16558 of the docket of this court; The court further finds that the said real estate was at all times considered by the parties as a partnership asset of Audrey Bushong and Arthur Bushong, and as such, the proceeds from said sale should be distributed as partnership assets in Case No. 16558; The court further finds that the sole interest of Irene Bushong in said real estate was her inchoate right of dower, and that a good and sufficient Warranty Deed has been signed by Audrey Bushong, Arthur Bushong, and Irene Bushong, conveying title to James H. Foos and Dora Mae Foos, by deed recorded in Union County Deed Record Volume 181, Page 563, and that there is no need for a reformation of the instrument described in plaintiff's petition.

The court therefore orders that no reformation of the deed described in plaintiff's petition be granted, and it is ordered that Walter T. Galloway, receiver of the partnership assets of Audrey Bushong and Arthur Bushong, distribute the proceeds from the sale of said real estate as partnership assets in accordance with an Agreed Statement of Facts filed by said partners in Case No. 16558.

The costs of this suit are taxed, by agreement of the parties hereto, to the receiver of the partnership assets, and the court orders that no record be made.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:

Sanders & Grigsby
Attorneys for Plaintiff

Luther L. Liggett
Attorney for Defendant
" "ADL

JOURNAL ENTRY
Audrey Bushong,
Plaintiff,
-vs-
Arthur Bushong,
Defendant.

Case No. 16558
Filed April 8, 1950.

This matter coming on to be heard upon the disputed claim of Edna Pearl Ziegler for the sum of $250.00, and the claim of Audrey Bushong, for an accounting of $100.00 paid by Arthur Bushong for the personal expenses of Edna Pearl Ziegler, the court upon receiving the testimony and evidence finds that the sum of $230.00 is owed by the partnership of Audrey Bushong and Arthur Bushong, to Edna Pearl Ziegler. The court further finds that as a set-off against said sum, Edna Pearl Ziegler owes this partnership the sum of $100.00, leaving a balance due from the partnership to Edna Pearl Ziegler in the sum of $130.00.

Therefore it is ordered by the court that Walter T. Galloway, receiver of the partnership assets of Arthur Bushong and Audrey Bushong, dba Bushong Brothers, pay to Edna Pearl from the partnership assets the sum of $130.00, taking a receipt therefor.

This cause is continued for further hearings.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:

Sanders & Grigsby
Attorneys for Plaintiff

Luther L. Liggett
Attorney for Defendant
" "ADL

ENTRY
Audrey Bushong,
Plaintiff,
-vs-
Arthur Bushong,
Defendant.

Case No. 16558
Filed April 8, 1950.

This cause came on for hearing on the motion of W. T. Galloway, Receiver, for permission to pay certain debts of the Bushong brothers; to pay court costs, receiver and attorney fees and expenses incident in administering said receivership, and to pay to the respective parties one-half of the balance to each remaining in his hands on distribution; and

The Court being satisfied that said bills, expenses and amounts of distribution are proper and just, finds that said bills, expenses and amounts as listed in the Receiver's motion should be paid from the partnership assets in the hands of W. T. Galloway, Receiver.

The Court orders W. T. Galloway, Receiver, to pay the said bills, expenses and to distribute the proceeds as listed in his motion, taking receipts for same, and to make a return and accounting to this Court within thirty (30) days of all assets, funds and property received by him and paid out by him in the course of his receivership.

APPROVED:

F. LeRoy Allen
JUDGE

Sanders & Grigsby
Attorneys for Plaintiff

Luther L. Liggett
Attorney for Defendant
" ADL

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

DECREE FOR DIVORCE

Vada L. Moore,
Plaintiff,
-vs-
W. A. Moore,
Defendant.

Case No. 16570
Filed April 8, 1950.

This cause came on to be heard on the 8th day of April, 1950, upon the Petition of the Plaintiff and the evidence offered by her, the Defendant being in default of answer and not appearing in Court in person or by counsel.

The Court finds Defendant was personally served with summons and a copy of the Petition as required by law and such service is hereby approved.

The Court finds the Plaintiff had sufficient and legal residence in this county and state at the time of instituting this action, and that the Court has jurisdiction of the cause of action and of the parties.

Upon consideration of the evidence, the Court finds the Defendant has been guilty of gross neglect of duty toward the Plaintiff, by reason whereof she is entitled to a divorce.

It is, therefore, hereby ordered, decreed, and adjudged that Plaintiff be and is hereby granted an absolute divorce from the Defendant and the bonds of matrimony heretofore existing between the parties are hereby severed and set at naught, and both parties are hereby released from the obligations thereof.

The Court finds the parties entered into a Separation Agreement, a copy of which is hereto attached marked "Exhibit A" and made a part hereof as though fully rewriteen herein, which the Court finds to be fair and reasonable and which Separation Agreement the Court adopts as a part of this divorce decree.

It is ordered that the Plaintiff pay the costs of this suit.

Plaintiff restored to former name of Vada L. Davis.

F. LeRoy Allen
JUDGE

APPROVED:

Robert F. Allen
Attorney for Plaintiff

"EXHIBIT A"

SEPARATION AGREEMENT

These articles of separation made and concluded at Richwood, Ohio, this 6th day of February, 1950, by and between Vada L. Moore and W. A. Moore, husband and wife, witnesseth:

Whereas, the parties hereto have agreed upon an immediate separation, and do hereby agree to live separate and apart during the remainder of their natural lives, and,

Whereas, W. A. Moore has agreed to pay Robert F. Allen, the attorney for Vada L. Moore an attorney fee of $75.00 plus $15.00 for a deposit for costs in the divorce action filed by Vada L. Moore in the Common Pleas Court of Union County, Ohio, and,

Whereas, it is mutually agreed by and between the parties hereto that each party shall have and own his or her own personal property and real estate that stands in the name of each at the present time.

Now, therefore, in consideration of the premises, each party hereto does hereby release and discharge the other from all obligations of support, and from all other claims, rights and duties arising or growing out of said marital relation; and said parties mutually agree that each party hereto may freely sell or otherwise dispose of his or her own property, by gift, deed or last will and testament, and each party is by these presents hereby barred from any and all rights or claims by way of dower, inheritance, descent, distribution, allowance for twelve (12) months' support, right to remain in the mansion house, and all rights or claims as widow, widower, heir, distributee, survivor, or next of kin, and all other rights or claims whatsoever, in or to the estate of the other, whether real or personal, and whether now owned or hereafter to be acquired, which may, in any manner, arise or accrue by virtue of said marriage.

And each party hereto, for the considerations aforesaid, does hereby release and relinquish to the other, and to the heirs, executors, administrators, devisees, legatees and assigns of the other, all claims or rights of dower, inheritance and a distributive share, or as widow, widower, heir, survivor, distributee or next of kin, in and to all the estate of the other, whether now owned or hereafter acquired, and all claim or right to an allowance for twelve (12) months' support, or to reside in the mansion house, and all other rights or claims whatsoever, which may, in any manner, arise or accrue by virtue of said marriage.

And each party further agrees that the other party shall have full liberty to dispose of all his or her property, real and personal, whether now owned or hereafter acquired, during life, or by last will and testament, and that, upon the death of such party, all of his or her property, real and personal, which shall not have been disposed of, during life or by last will and testament, shall descent to, vest in and be distributed to, such person or persons as would be entitled to the same by the statutes of descent and distribution of the state of Ohio then in effect, had the surviving party died during the life of the other party.

And each party hereby waives any right which he or she may have, to administer the estate of the other party, upon the death of such other party.

Each party hereto further agrees, upon request of the other, to execute and acknowledge any and all deeds or other instruments of release or conveyance to enable such other to sell, convey, mortgage, or otherwise dispose of or encumber his or her own real property, free from any apparent right of dower therein.

In witness whereof the parties have hereunto set their hands the day and year first above written.

Vada L. Moore

W. A. Moore

WITNESSES:

STATE OF OHIO, UNION COUNTY, SS:

Before me, a Notary Public, in and for said county, personally appeared the above named Vada L. Moore and W. A. Moore, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Richwood, Ohio, this 6th day of February, 1950.

Robert F. Allen, Notary Public
State of Ohio. My comm. ex.
3/8/52

(SEAL)

" " " "

children and shall have the right to visit said children on Sunday afternoons between the hours of 1:00 and 5:00 P.M.

It is further ordered that the Plaintiff is to have the household goods of the parties and that the Defendant shall pay bills as follows:

City Loan and Savings Co., Marysville, Ohio
Roy Burger, Plain City, Ohio
Dr. R. H. Gibson, Marysville, Ohio
Wm. J. Conrad & Son, Marysville, Ohio
Union County Farm Bureau Coop., Marysville, Ohio
U.S. Government for income tax, Columbus, Ohio
Penn Oil Co., Marysville, Ohio
Mrs. Crothers, mother of the Defendant, Marysville, Ohio

It is further ordered that the costs of this proceeding be paid by defendant for which execution is awarded.

F. LeRoy Allen
JUDGE

APPROVED BY:

William L. Coleman
Attorney for Plaintiff

Hoopes & Hoopes
Attorney for Defendant

" " " "

the support of the minor children of the parties hereto, and the evidence.

The court being fully advised in the premises, finds that said decree should be modified, and defendant required to pay the sum of $10.00 per week as of February 1, 1950, for the maintenance and support of said minor children.

It is therefore ordered, adjudged and decreed that the defendant, Wayne Anderson, pay to the Clerk of this Court, the sum of $10.00 per week for the support and maintenance of said children.

F. LeRoy Allen
JUDGE

APPROVED:

Hoopes & Hoopes
Attorneys for Plaintiff

" ADL-

ENTRY

Cecil Neill & Ursule Neill,
Plaintiffs,

-vs-

John Thompson, et al.,
Defendants.

Case No. 16621
Filed April 12, 1950.

It being duly made to appear to the court that the names and residences of the heirs of John Thompson, Sarah Willis, Jane Walker, Lillian Rex Worthington and Charles A. Thompson, it is ordered that notice of the pendency and prayer of this action be made on them by publication in the same manner and for the same time as in cases of other resident defendants.

F. LeRoy Allen
JUDGE

" ADL-

ENTRY

Robert L. Hume,
Plaintiff,

-vs-

H. B. Salter Company &
Elger Company,
Defendants.

Case No. 16601
Filed April 13, 1950.

On motion of defendants leave is granted defendants to plead by May 15, 1950.

F. LeRoy Allen
JUDGE

" "ADL-

JOURNAL ENTRY

Bessie Jordan Craig,
Plaintiff,

-vs-

Robert Craig,
Defendant.

Case No. 16586
Filed April 15, 1950.

This day this cause came on to be heard upon Plaintiff's petition, and the Court hereby finds that Defendant was duly and legally served a summons and copy of Plaintiff's petition; and that Defendant is in default for answer to said petition and that by reason thereof, he confesses the allegations contained in Plaintiff's petition to be true. Upon the evidence submitted in behalf of Plaintiff, and after due consideration, the Court hereby finds that Plaintiff and Defendant were married on the 20th day of September, 1943, in the town of Branson, in the State of Missouri, and that no children have been born to the parties as an issue of said marriage; that Plaintiff has been a bona fide resident of the State of Ohio for more than one year preceding the filing of her petition, and has been a bona fide resident of the County of Union for 30 days immediately preceding the filing of her petition, and that the facts and allegations as set forth in the petition are true; that the parties hereto, were living together as man and wife prior to the 17th day of February, 1950, and that on said date and ever since said date, Plaintiff and Defendant have been living separate and apart; and that Defendant has been guilty of extreme cruelty towards Plaintiff in their marital relations, and that by reason thereof, the Plaintiff is entitled to a divorce as prayed for in her petition.

IT IS THEREFORE, considered, adjudged and decreed that the marriage contract heretofore existing between Bessie Jordan Craig and Robert Craig, be, and the same hereby is, dissolved and both parties are released and discharged therefrom. It is further adjudged and decreed that Bessie Jordan Craig have as and for her alimony the following property:

All right, title, interest and property, real and personal, now located in the Tag-Along-Inn restaurant building, located in the Village of Richwood, Ohio, and now being in Plaintiff's possession.

One 1946 Chevrolet four-door sedan automobile, the title of which is in Plaintiff's name.

All of the furniture and household goods and furnishings, now owned by the parties hereto.

All clothing and jewelry, now owned and possessed by Plaintiff.

The Defendant, Robert Craig, is hereby divested of any right, title or interest in said property whatsoever, and said property is hereby granted to the Plaintiff as her own property, as and for alimony.

It is further ordered by the Court, that Defendant, Robert Craig, is to have and own as his own property, free and clear of any title or claims of the Plaintiff whatsoever, towit:

All of his personal clothing and jewelry.

One 1941 Plymouth-two door Coupe, the title of which is in his name.

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

It appearing to the Court that a separation agreement, having heretofore been entered into by the parties herein, the same having been presented to the Court, the Court does hereby find that the same is just, fair and equitable, and hereby approve same, and makes the same a part of this entry and decree, the same as if fully rewritten herein, and hereby finds that the obligations of the same have been fulfilled by each party herein.

It is hereby ordered that Plaintiff be restored to her maiden name of Bessie Jordan.

It is hereby ordered that Plaintiff pay the cost of this action taxed at $_____.

F. LeRoy Allen
JUDGE

APPROVED BY:

Roy Warren Roof and
John L. Roof
Attorneys for Plaintiff

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

F. LeRoy Allen
JUDGE

APPROVED BY:

Prosecuting Attorney

William L. Coleman
Attorney for Defendant

" " " "

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 Five Hundred Thirty-six dollars and sixty 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 from said defendant the sum of Five Hundred Thirty-six dollars and sixty seven cents, being the amount of said note and unpaid interest due thereon from the 20th day of May, 1949, to date of judgment; and also recover his costs herein expended, taxed at $_____, and interest on said judgment at 6 per cent. per annum, from said date of judgment until paid.

F. LeRoy Allen
JUDGE

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

APPROVED:

Clifton L. Caryl
Attorneys for Plaintiff

Hoopes & Hoopes
Attorneys for Defendant
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Laverne Current,
Plaintiff,
-vs-
Everett Current,
Defendant.

Case No. 16633
Filed April 27, 1950.

This day this cause came on to be heard and it appearing to the Court that the parties have agreed on the amount of money that should be paid pending this proceeding, said agreement being as follows:

That the defendant pay directly to the Plaintiff the sum of $10.00 per week with the first payment being due on or before Saturday, April 29th,1950.

It appearing to the Court that said agreement is reasonable, the same is hereby ordered, approved and confirmed and a further hearing dispensed with.

F. LeRoy Allen
JUDGE

APPROVED BY:

Emma Laverne Current
Plaintiff

Everett Carl Current
Defendant

Sanders & Grigsby
Attorney for Plaintiff

William L. Coleman
Attorney for Defendant

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Caldonna South,
Plaintiff,
-vs-
Warren L. South,
Defendant.

Case No. 16391
Filed April 27, 1950.

This day this cause came on to be heard on the Application of the Defendant for change of custody and the Court being fully advised in the premises finds that said Application is not well taken and should be dismissed.

It is, therefore, the order of this Court that the Application for change of custody be dismissed and the custody of said children continue with the Plaintiff, Caldonna South, until further order of the Court. Exceptions noted for the defendant.

F. LeRoy Allen
JUDGE

APPROVED BY:

William L. Coleman
Attorney for Plaintiff

Gwynn Sanders
Attorney for Defendant
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JUDGMENT ENTRY
Colonial Finance Company,
Plaintiff,
-vs-
William F. Grauman,
Defendant.

Case No. 16639
Filed April 29, 1950.

This day came the plaintiff, by attorney; also appeared in open court, for and on behalf of said defendant, Todd Hoopes, 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 Eighty-Four dollars and 40 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 from said defendant the sum of Two Hundred Eighty-Four dollars and 40 cents, being the amount of said note and unpaid interest due thereon from the _____ day of _____19___ to date of judgment; and also recover _____costs herein expended, taxed at $_____, and interest on said judgment at _____per cent. per annum, from said date of judgment until paid.

F. LeRoy Allen
JUDGE

" " " "

by the court that imposition of sentence in this case be, and the same hereby is, suspended for a period of one year, and the defendant is placed on probation for the said period of one year from the date of this entry, under the supervision of this court, reporting at least once a month to the judge thereof and on condition of good behavior, and that the bond in the amount of Three Hundred Dollars previously given in this cause is hereby released, and that the defendant pay the costs of this prosecution for which execution is awarded.

F. LeRoy Allen
JUDGE

APPROVED BY:

Luther L. Liggett
Prosecuting Attorney

Clifton L. Caryl
Attorney for Defendant

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Audrey Bushong,
Plaintiff,
-vs-
Arthur Bushong,
Defendant.

Case No. 16558
Filed Feb. 14, 1950.

This cause coming on for hearing upon the return of Walter T. Galloway, the receiver, of his proceedings and sale of personal property in the partnership assets of Audrey Bushong and Arthur Bushong, dba Bushong Brothers, the court after careful examination being satisfied that the public sale has in all respects been legally had, does hereby approve and confirm the same, and orders that the said Walter T. Galloway as such receiver, transfer to John Kleiber and Son, Route #5, Marysville, Ohio, the Certificate of Title for the 1949 Chevrolet Pick-up Truck purchased by said John Kleiber and Son at the sale.

It is further ordered that Walter T. Galloway as such receiver retain and be accountable for the proceeds of said public sale until further order of the court.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:

Sanders & Grigsby
Attorneys for Plaintiff

Luther L. Liggett
Attorney for Defendant

" " " "

The Court further finds that the Defendant has been guilty of gross neglect of duty toward the Plaintiff and that she is entitled to a divorce from the Defendant. It is therefore the order of this Court that the marriage contract heretofore existing between Linda Wolford and Eugene Wolford be and the same hereby is dissolved and both parties are discharged therefrom and that Linda Wolford be restored to her former name of Linda Stine.

It further appearing to the Court that the parties have settled their property rights in accordance with the following terms.

First. Linda Wolford is to have all the furnishings as her own individual property.

Second. That the Defendant is to pay all bills including the bill of Dr. Malcolm MacIvor of Marysville, Ohio, in the sum of $19.00, a moving bill of $11.00 to William J. Wolpert of Marysville, Ohio, a bill to Asman's Drug Store of Marysville, Ohio, in the sum of $4.75, a bill to the Dayton Power and Light Company of Marysville, Ohio, in the sum of $5.00 and a coal bill in the sum of $17.00 and that the Defendant pay Plaintiff's attorney fees in the sum of $75.00 and the costs of this proceeding.

It is further ordered that the Defendant pay the Plaintiff $10.00 per week alimony for a period of ten weeks and said agreement appearing fair and reasonable, the same is hereby approved and confirmed and made a part of this order.

F. LeRoy Allen
JUDGE

APPROVED BY:

William L. Coleman
Attorney for Plaintiff

Sanders & Grigsby
Attorney for Defendant

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
State of Ohio,
Plaintiff,
-vs-
Robert Vance,
Defendant.

Case No. 3219
Filed May 8, 1950.

Information of Driving While Intoxicated.

This day came Luther L. Liggett, the Prosecuting Attorney on behalf of the State, and in open court for good cause shown with leave of court, dismissed the charges in the above information.

Luther L. Liggett
Prosecuting Attorney
Union County, Ohio.

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Robert Feucht, a minor,
R.F.D. Marysville, Ohio, and
Gottlieb Feucht, his father and
next friend,
Plaintiff,

-vs-
Raymond Shick,
221 North Detroit Street,
Kenton, Ohio,
Defendant.

Case No. 16538
Filed May 8, 1950.

This cause having been settled by and between the parties, it is ordered that the same be dismissed without record and with prejudice to a new action. Costs paid.

F. LeRoy Allen
JUDGE

APPROVED BY:

Clifton L. Caryl
Attorney for Plaintiff

William L. Coleman
Attorney for Defendant
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

APPROVED BY:
William L. Coleman
Attorney for Plaintiff

Sanders & Grigsby
Attorneys for Defendant
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Robert L. Hume,
Plaintiff,
-vs-
H. B. Salter Mfg. Co., et al,
Defendants.

Case No. 16601
Filed May 15, 1950.

On motion of the defendant H. B. Salter Mfg. Co. leave is hereby granted said defendant to plead until May 25, 1950.

F. LeRoy Allen
JUDGE

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

It is suggested by the Grand Jury that the Union County Commissioners investigate the possibility of carrying liability insurance on county vehicles.

Against the following named accused persons, who have been held to answer, no indictment has been found, (Sec. 13436-22) towit:

Harold Crothers for Non-support
Forest Lockwood for Assault & Battery
Myron Green for Assault & Battery

Respectfully submitted,

May 16, 1950. John E. Baker Foreman

And there being no further business for said Grand Jury, they were recessed.

" "ADL"

ENTRY

Ethel M. Bidwell,
Plaintiff,

-vs-

Kenneth R. Bidwell,
Defendant.

Case No. 16655
Filed May 16, 1950.

This day this cause came on to be heard upon the motion of the plaintiff that defendant pay a reasonable amount for the support of the minor children of theparties during the pendency of this action and for payment of expenses including attorney fees for plaintiff's attorney.

It is ordered that said motion be heard on the 20th day of May, 1950, at 10:00 o'clock A.M. and that service of a copy of this entry on defendant shall constitute notice as to the time and place of hearing.

F. LeRoy Allen

" " " " " " " " " " " " " " " " " " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
State of Ohio,
Plaintiff,
-vs-
Myron Green,
Defendant.

Case No. 3210
Filed May 17, 1950.

Charge of Assault and Battery

No indictment having been found against this defendant, he is hereby discharged.

F. LeRoy Allen
JUDGE

APPROVED BY:

Luther L. Liggett
Prosecuting Attorney,
Union County, Ohio.
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
State of Ohio,
Plaintiff,
-vs-
Forest Lockwood,
Defendant.

Case No. 3209
Filed May 17, 1950.

Recognizance from W. H. Snodgrass, Justice of the Peace on a charge of Assault and Battery.

The Grand Jury having failed to find an indictment in this case, the defendant is discharged from his said recognizance, and he has leave to withdraw all papers on file, and no record to be made.

F. LeRoy Allen
JUDGE

APPROVED BY:
Luther L. Liggett
Prosecuting Attorney,
Union County, Ohio.
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
State of Ohio,
Plaintiff,
-vs-
Edward Brown,
Defendant.

Case No. 3216
Filed May 19, 1950.

Indictment for Assault with Intent to Kill - G. C. 12421

This day came into court the Prosecuting Attorney on behalf of the State of Ohio and the defendant coming into court in company of his attorney, Gwynn V. Sanders, was required to plead to the indictment.

Whereupon, said defendant by his attorney waived the reading of the indictment, waived service on the indictment, and entered a plea of not guilty.

It is the order of this court that bond in the amount of One Thousand Dollars ($1000.00) be required and that trial of this cause be set for 26, June, 1950, at 9:30 o'clock a.m.

5-19-50 F. LeRoy Allen
JUDGE

APPROVED BY:
Luther L. Liggett
Prosecuting Attorney
Gwynn V. Sanders
Attorney for Defendant
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
State of Ohio,
Plaintiff,
-vs-
John McCarter,
Defendant.

Case No. 3224
Filed May 20, 1950.

Indictment for Forgery, G. C. 13083

This day came into court the Prosecuting Attorney on behalf of the State of Ohio, and the Defendant coming into court was required to plead to the indictment.

Whereupon, said defendant waived the reading of the indictment, waived service on the indictment and entered a plea of guilty.

Whereupon, the court accepted said plea of guilty and inquired of John McCarter if he had anything to say why judgment should not be pronounced against him; and he showed no good and sufficient cause why judgment should not be pronounced.

Whereupon, it being made appear to the court that the defendant John McCarter has never before been imprisoned for a crime, and that the general public good does not demand or require that the defendant should be immediately sentenced; it is therefore ordered and adjudged by the court that imposition of sentence in this case be and the same hereby is, suspeneded for a period of two years, and the defendant is placed on probation for the said period of two years from the date of this entry, under the supervision of this court, reporting at least once a month to the probation officer thereof and on condition of good behavior, and on the further condition that the said defendant pay to one Frank Scheiderer the amount of money expended by him to pay for the checks forged by the said defendant; and that the bond previously given in this cause be hereby released, and that the defendant pay the costs of this prosecution for which execution is awarded.

5-19-50 F. LeRoy Allen
JUDGE

APPROVED:
Luther L. Liggett
Prosecuting Attorney

Attorney for Defendant
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Genevie E. Jones,
Plaintiff,
-vs-
Dewey W. Jones,
Defendant.

Case No. 16638
Filed May 24, 1950.

Case dismissed, no record, costs paid.

F. LeRoy Allen
JUDGE

APPROVED:
Clifton L. Caryl
Attorney for Plaintiff
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Dorothy S. Maimona,
Plaintiff,
-vs-
Andrew J. Maimona,
Defendant.

Case No. 16113
Filed May 25, 1950.

Dorothy S. Maimona, plaintiff herein, having filed her motion for an order of court to modify and amend the former decree of the court and to award plaintiff permanent allowance for the support of the parties minor child, Lois A. Maimona, it is hereby ordered that said motion be for hearing before the court at 10:00 o'clock A.M., June 12, 1950.

F. LeRoy Allen
JUDGE

" " " "

We further find upon the issues joined between the Defendant and the Plaintiff upon the matters set out in the Defendant's answer and cross-petition, in favor of the Defendant, and that there is due to the Defendant from the Plaintiff the sum of Seven hundred thirty five ($735.00) Dollars, leaving a balance in favor of the Defendant of Two hundred seventy three and 96/100 ($273.96) Dollars.

We find therefore that the defendant is entitled to recover from the plaintiff, the sum of Two hundred and seventy-three and 96/100 ($273.96) Dollars, and do assess the amount accordingly.

And we do so render our verdict upon the concurrence of 12 members of our said Jury, that being three-fourths or more of our number. Each of us said jurors concurring in said verdict signs his name hereto this 1st day of June, 1950.

1. C. M. Trees
2. Gertrude Stierhoff
3. Lucille Powers
4. Ercel Woodworth
5. Frances Staley
6. Lura Ehret
7. John Wise
8. Wm. G. McKitrick
9. W. C. Southard
10. James Randall
11. R. P. Flowers
12. Stanley Thomas

" " " "

has a legal right to the 1/2 part thereof; that Callie Hatcher has a legal right to the 1/12th part thereof; that Harvey Hatcher has a legal right to the 1/24th part thereof; that Edna Nickel has a legal right to the 1/24th part thereof; that Geneva Keener has a legal right to the 1/24th part thereof; that Edith E. Cornelius has a legal right to the 1/24th part thereof; and that plaintiff is entitled to have partition of said estate made as prayed for in her peptition.

It is therefore ordered, adjudged and decreed that partition of said estate be made in favor of all parties in interest and; George W. Lee, R. P. Perry and W. C. Jacobs, three judicious and disinterested freeholders of the vicinity are hereby appointed commissioners to make the same and it is ordered that a writ of partition be issued 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 severally above found entitled.

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

APPROVED:

F. LeRoy Allen
Judge

J. W. Jacoby
Attorney for Plaintiff

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

And we do so render our verdict upon the concurrence of twelve members of our jury, that being three-fourth or more of our number.

F. LeRoy Allen
JUDGE

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Charlotte A. Humphrey,
Plaintiff,
-vs-
Earl R. Humphrey,
Defendant.

Case No. 16568
Filed June 9,1950.

This day came the defendant into open court by his attorney and withdrew his answer and cross petition heretofor filed herein, and this cause came on for hearing on the petition of plaintiff and the evidence.

The court being fully advised in the premises finds that the parties have been duly served with summons and process and were properly before the court.

The court further find that plaintiff at the time of filing her petition had been a resident of the State of Ohio for more than one year and was at that time a bona fide resident of Union County, and that the cause of action stated in the petition arose in Union County, Ohio.

The court further find that the parties were married as in said petition set forth, and there is one child issue of said marriage, namely Barbara Ann Humphrey, who was born on the 7th day of September, 1947.

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

It is therefore ordered, adjudged and decreed that the marriage contract heretofor existing between the said Charlotte A. Humphrey and Earl R. Humphrey be, and the same hereby is, dissolved, and both parties are released from the obligations of the same.

It is further ordered that the custody, care, education and control of the minor child of the parties hereto be, until further order, confided to the said Charlotte A. Humphrey exclusively. The defendant, Earl R. Humphrey, is to have the right of visitation of said child at all reasonable hours, and is to have the right and privilege of taking said child every other weekend from Saturday morning until Sunday evening to the home of his mother for visitation. It is further ordered that defendant pay to the plaintiff through the Clerk of the Court of Common Pleas of Union County, Ohio, the sum of $5.00 per week for the support of said child. The first payment to be due Saturday, June 10th, 1950.

It is further ordered by the court that defendant have as and for his own property, one bedroom suite (not including bed clothing), one radio, and one 1941 Ford automobile which is registered in his name, and two lots located at Buckeye Lake, Ohio, and plaintiff is ordered to execute a Quit Claim Deed to defendant for herinterest in said lots upon due request.

It is further ordered that plaintiff have all of the remainder of the household furniture as and for her individual property, free from any right, title, or claim of the defendant therein.

It is further ordered that the defendant pay the costs of this suit taxed at $_____.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:

Sanders & Grigsby
Attorneys for Plaintiff

Luther L. Liggett
Attorney for defendant.

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Vernon Mitchell,
Plaintiff,
-vs-
Ruth Mitchell,
Defendant.

Case No. 16665
Filed June 8, 1950.

This day this cause came on to be heard upon the Motion of the Defendant and the Court being fully advised in the premises finds the said Motion reasonable and should be granted.

It is ordered that the Plaintiff be required to appear before this Court on Saturday, June 10th, 1950, at 9:30 o'clock A.M. for the purpose of determining and affixing temporary alimony and support money pending this proceedings.

F. LeRoy Allen
JUDGE

APPROVED BY:

William L. Coleman
Attorney for Defendant

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Mary J. Timmons,
Kirk Timmons,
Wilmington, Ohio,
Plaintiffs,
-vs-
Emerson E. Moon,
Betty M. Moon,
The Northern Savings Bank of
Columbus, Ohio,
Defendants.

Case No. 16608
Filed May 15, 1950.

On application of plaintiff this action is hereby dismissed at plaintiff's cost without prejudice. Record is waived.

F. LeRoy Allen
JUDGE

APPROVED:

Gilbert Kirby
Attorney for Plaintiff

Clifton L. Caryl
Attorney for Defendant
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Floyd E. Miller,
Plaintiff,
-vs-
Egbert Morgan Campbell,
Defendant.

Case No. 16531
Filed June 17, 1950.

This cause came on this day for hearing on the motion of Carrie E. Miller as administratrix of the estate of Floyd E. Miller, deceased, that she be substituted as party-plaintiff in this cause and upon consideration the court finds that Floyd E. Miller is now deceased and that Carrie E. Miller is the duly appointed, qualified and acting administratrix of the estate of Floyd E. Miller, deceased, and is substituted as party-plaintiff in this cause.

F. LeRoy Allen
JUDGE

APPROVED:
J. W. Jacoby
Attorney for Plaintiff

Clifton L. Caryl
Attorney for Defendant
" " " "

or any part thereof, adverse to the title and possession of the said Cecil Neill and Ursule Neill, their heirs and assigns thereto.

It is ordered that plaintiff pay the costs of this proceeding.

F. LeRoy Allen
JUDGE

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Millicent Mae Conrad, Admx.
of the Estate of Jesse F.
Conrad, deceased,
Plaintiff,
-vs-
F. M. Wilkinson,
Defendant.

Case No. 16647
Filed June 24, 1950.

Now comes the plaintiff and dismisses her second cause of action without prejudice to a future action.

F. LeRoy Allen
JUDGE

APPROVED:
Myers & Hoopes
Attorneys for Plaintiff.
" " " "

court accepted said plea of guilty and inquired of Ross Arnold if he had anything to say why judgment should not be pronounced against him, and he showed no good and sufficient cause why judgment should not be pronounced.

Whereupon, it being made appear to the court that the defendant, Ross Arnold has never before been imprisoned for a crime, and that the general public good does not demand or require that the defendant should be immediately sentenced; it is therefore adjudged by the court that imposition of sentence in this case be and the same hereby is, suspended for a period of six months and the defendant is placed on probation for the said period of six months from the date of this entry, under the supervision of this court, reporting at least once a month to this court and on condition of good behavior; and that the defendant pay the costs of this prosecution for which execution is awarded.

6/17/50 F. LeRoy Allen
JUDGE

APPROVED BY:

Luther L. Liggett
Prosecuting Attorney

Attorney for Defendant

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
St. Paul Fire & Marine Ins.
Co. of Minnesota,
Plaintiff,
-vs-
Ernest Willard Markin,
Defendant.

Case No. 16233
Filed June 24, 1950.

This day came the parties herein, by their attorneys; also came the following named persons as jurors, towit:

Lester E. Wall	L. R. Robinson
Joe Myers	Warren Lockwood
Pearl Frum	James Clark
Helen Nutter	Dernil Collins
Lydia Sidle	Joseph Ogle
William B. Brill	L. M. Crumm

And after hearing the evidence, argument, and charges of the court, the jury retired to their room, in charge of the Sheriff, for deliberation.

And now comes said jury into open court with their verdict in writing, signed by all of the jurors, and say: "We, the Jury,being duly impaneled and sworn and affirmed, find the issues in this case in favor of the defendant.

APPROVED:
Robert F. Allen
Attorney for Plaintiff

F. LeRoy Allen
JUDGE

Clifton L. Caryl
Attorney for Defendant
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Evelyn Williams,
Plaintiff,
-vs-
Pershing Williams,
Defendant.

Case No. 16576
Filed June 26, 1950.

It is ordered by the court that the petition of plaintiff, amended petition of plaintiff, answer of defendant, and cross petition of defendant be, and the same hereby are dismissed at plaintiff's costs.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:
Hoopes & Hoopes
Attorneys for Plaintiff

Sanders & Grigsby
Attorneys for Defendant
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

Luther L. Liggett
Attorney for Plaintiff

William L. Coleman
Attorney for Defendant
" "ADL←

ENTRY
Floyd E. Miller,
Plaintiff,

-vs-
Egbert Morgan Campbell,
Defendant.

Case No. 16531
Filed June 30, 1950.

This day came the parties herein, by their attorneys; also came the following named persons as jurors, towit:

John S. Wise	Richard Flowers
Frances Staley	Rodney Warrick
Ercel Woodworth	Richard Bishop
Lucille Powers	Ruth Elliott
W. C. Southard	Burdena Burroughs
Wm. McKitrick	A. H. Durnell

who were duly impaneled and sworn according to law; and thereupon the case came on for hearing on the pleadings and evidence.

And after hearing the evidence, argument and charge of the court, the jury retired to their room, in charge of the sheriff, for deliberation.

And now comes said jury into open court with their verdict in writing and say: "We, the Jury, being duly impaneled and sworn and affirmed, find the issues in this case in favor of the Plaintiff and assess the amount due to the Plaintiff from the Defendant, the said Egbert Morgan Campbell, at the sum of Nine Hundred Dollars ($900.00). And we do so render our verdict upon the concurrence of nine members of our said jury, that being three-fourths or more of our number. Each of us said jurors concurring in said verdict signs his name hereto this 27th day of June, 1950.

Signed:
1. A. H. Durnell
2. Rodney Warrick
3. Richard Bishop
4. Burdena Burroughs
5. Ruth Elliott
6. Frances Staley
7. Lucille Powers
8. Ercel Woodworth
9. W. C. Southard

F. LeRoy Allen
JUDGE

APPROVED:
J. W. Jacoby
Attorney for Plaintiff

Attorney for Defendant
" "ADL←

JOURNAL ENTRY
State of Ohio,
-vs-
Ross L. Arnold,
Defendant.

Case No. 3211
Filed June 30, 1950.

Charge of Driving While Intoxicated

This day came Luther L. Liggett, Prosecuting Attorney on behalf of the State, and in open court for a good cause shown, with leave of court, dismissed the charges in the above information.

Luther L. Liggett
Prosecuting Attorney,
Union County, Ohio.

" ADL←

JOURNAL ENTRY
State of Ohio,
-vs-
Albert Heath,
Defendant.

Case No. 3202
Filed June 30, 1950.

Indictment for Neglecting to Provide for Minor Children

This day came Luther L. Liggett, the Prosecuting Attorney on behalf of the State and in open court for a good cause shown, with leave of court, entered a nolle prosqui on the above indictment.

6/30/50

Luther L. Liggett
Prosecuting Attorney,
Union County, Ohio.

" ADL←

ENTRY
Mary Belle Burns,
Plaintiff,

-vs-
Harvey Hatcher, Geneva Keener,
Edna Nickel, Edith E. Cornelius,
Callie Hatcher, Gertrude Orians,
and Treasurer of Union county,
Defendants.

Case No. 16622
Filed July 1, 1950.

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 said commissioners having made and returned their appraisement or said estate as follows: Premises situated in the County of Union, State of Ohio and the Village of Richwood known as Lot No. Six Hundred Fifty Two (652) in Beem's Addition to the Village of Richwood, Ohio, appraised at One Hundred Thirty Dollars ($130.00).

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

Premises situated in the County of Union and State of Ohio and the Village of Richwood known as Lot No. Seven Hundred Forty Nine (749) in Beem's Addition to the Village of Richwood, Ohio, appraised at Seventy Five Dollars ($75.00).

And the court find the said return and proceedings in all respects correct and in conformity to law, and do thereby approve and confirm the same.

And thereupon neither of said parties electing to take the said estate at its appraised value, on motion of the plaintiff, it is ordered that said estate be sold at public auction at the court house at Marysville, Ohio, and that an order issue therefor to the sheriff of Union County.

And on motion of the plaintiff and for good cause shown, it is ordered that said sale be made for cash.

And the said sheriff is ordered to return his proceedings to this court without unnecessary delay.

F. LEROY ALLEN
JUDGE

APPROVED:
J. W. Jacoby
Attorney for Plaintiff

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY

The Union County Federal Savings and Loan Association of Marysville, Ohio,
Plaintiff,
-vs-
Kenneth William Marvin, et al.,
Defendants.

Case No. 16635
Filed July 5, 1950.

This day this cause came on for hearing on the petition of plaintiff and the answer and cross petition of the defendant, A. R. Osborn, dba Osborn Hardware Company and the evidence; the court being fully advised in the premises finds that all the defendants have been duly served with summons and process or with notice of this action by publication or have voluntarily entered their appearance herein and that all of said defendants with the exception of the defendant, A. R. Osborn, are in default for answer or demurrer to the petition of plaintiff.

The court further find that there is due plaintiff, Union County Federal Savings and Loan Association of Marysville, Ohio, on its first cause of action from the defendants, Kenneth William Marvin, Glenna Jane Marvin, Bert L. Marvin, Dale M. Marvin, Clyde J. Tyo, Margaret Tyo, Arnett Harraman and Ethel Maxine Harraman, the sum of Five Thousand Two-Hundred Ninety-Seven Dollars and Forty-Five Cents ($5,297.45) with interest at the rate of 4% per annum from the 20th day of April, 1950.

The court further says that on the 10th day of December, 1946, in order to secure payment of the note described in the first cause of action, the defendants, Kenneth William Marvin and Glenna Jane Marvin, husband and wife, executed and delivered to plaintiff their certain mortgage deed and thereby conveyed to plaintiff the real estate described in the petition; that said mortgage was conditioned in substances that if said defendants should pay or cause to be paid the promissory note described in the first cause of action when due, with interest, then said mortgage deed should become void, otherwise to be and to remain in full force and virtue in law; the court further find that on the 16th day of December, 1946, at 3:50 o'clock P.M., said mortgage deed was delivered to the recorder of Union County, Ohio, and was thereafter by him duly recorded in Volume No. 129 at page 588 of the mortgage records of Union County, Ohio, and thereby became and now is the first, best and subsisting lien on said real estate; that on the 13th day of September, 1947, the defendants, Kenneth William Marvin and Glenna Jane Marvin, husband and wife, executed and delivered their Warranty Deed for said real estate to the defendants, Bert L. Marvin and Dale M. Marvin, husband and wife; that said deed contained a provision that said Bert L. Marvin and Dale M. Marvin assumed and agreed to pay the note and mortgage due plaintiff; said deed is duly recorded in Volume 177 at page 83 of the deed records of Union County, Ohio.

The court further find that on the 12th day of November, 1947, the defendants, Bert L. Marvin and Dale M. Marvin, husband and wife, executed and delivered to the defendants, Clyde J. Tyo and Margaret Tyo, husband and wife, their warranty deed, thereby conveying the real estate described in the petition; said deed contained a provision that the defendants, Clyde J. Tyo and Margaret Tyo assumed and agreed to pay the note and mortgage due plaintiff; said deed was duly recorded in Volume 177 at page 379 of the deed records of Union County, Ohio.

The court further find that on the 9th day of February, 1949, the defendant, Clyde J. Tyo and Margaret Tyo, husband and wife, executed and delivered their warranty deed for the real estate described in the petition to the defendants, Arnett Harraman and Ethel Maxine Harraman, husband and wife; said deed contained a provision that said defendants, Arnett Harraman and Ethel Maxine Harraman assumed and agreed to pay the note and mortgage due plaintiff; said deed was duly recorded in Volume 180 at page 109 of the deed records of Union County, Ohio.

The court further find that by reasons of the non-payment of said note with interest as provided therein, and by reason of the election of plaintiff to declare the full amount of principal and interest immediately due and payable, said mortgage deed has become absolute.

The court further find that on the 10th day of February, 1949, the defendants, Arnett Harraman and Ethel Maxine Harraman, husband and wife, executed and delivered to plaintiff their promissory note as set forth in the third cause of action and there is now due on said note the sum of One Hundred Sixty Eight Dollars and Ninety Seven Cents ($168.97) with interest at the rate of 4% per annum from the 20th day of April, 1950, and that plaintiff has elected to declare the full amount of principal and interest of said note immediately due and payable; that to secure payment of said promissory note, the defendants, Arnett Harraman and Ethel Maxine Harraman, husband and wife, executed and delivered to plaintiff their certain mortgage deed and thereby conveyed to plaintiff the real estate set forth and described in the fourth cause of action; that said mortgage deed was on the 11th day of February, 1949, at 10:35 o'clock A.M., delivered to the recorder of Union County, Ohio, and was by him thereafter duly recorded in Volume 134 at page 395 of the mortgage records of Union County, Ohio, and then became and now is the second best lien on said real estate, subject only to the first mortgage lien of the plaintiff herein.

The court further find that on the 10th day of March, 1950, the defendant, A. R. Osborn, dba Osborn Hardware Company, recovered a judgment against the defendant, Arnett Harraman in the Court of Tucker P. Smith, Justice of the Peace in and for Claibourne Township, Unionn County, Ohio, in the sum of Seventy-Three Dollars and Sixty-One Cents ($73.61) plus interest of Four Dollars and Forty-Two Cents ($4.42); that on the 25th day of March, 1950, a certificate of judgment was filed against the defendant, Arnett Harraman in the Certificate of Judgment Docket No. 1 at page 376 in the Office of the Clerk of Courts of Union County, Ohio, and said judgment then became the third best lien on said real estate, subject only to the first mortgage lien and the second mortgage lien of plaintiff.

It is therefore hereby ordered, adjudged and decreed that plaintiff recover from the defendants, Kenneth William Marvin, Glenna Jane Marvin, Bert L. Marvin, Dale M. Marvin, Clyde J. Tyo, Margaret Tyo, Arnett Harraman and Ethel Maxine Harraman, the sum of Five Thousand Two Hundred Ninety Seven Dollars and Forty Five Cents ($5,297.45) with interest at the rate of 4% per annum from the 20th day of April, 1950, and judgment is hereby entered therefore; It is further ordered that unless said judgment be paid within three days from the date of this entry, the mortgage of plaintiff described in the second cause of action be foreclosed and said real property sold according to law.

It is further ordered, adjudged and decreed that plaintiff recover from the defendants, Arnett Harraman and Ethel Maxine Harraman, the sum of One Hundred Sixty Eight Dollars and Ninety Seven Cents ($168.97) with interest at the rate of 4% per annum from the 20th day of April, 1950, for which judgment is hereby entered; It is further ordered that unless the defendants, Arnett Harraman and Ethel Maxine Harraman pay said judgment within three days from the date of this entry, the mortgage described in plaintiff's fourth cause of action be foreclosed and said real property sold according to law.

F. LeRoy Allen
COMMON PLEAS JUDGE

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

APPROVED BY:

Sanders & Grigsby
Attorneys for Plaintiff

Robert F. Allen
By direction, Atty. for
A. R. Osborn
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Owen A. Webb,
Plaintiff,
-vs-
Millie L. Webb,
Defendant.

Case No. 16508
Filed July 8, 1950.

This cause came on this day to be heard on the petition of the plaintiff, the answer and cross petition of the defendant, and the evidence, and on consideration thereof, the court finds that the defendant at the time of filing her cross petition had been a resident of the State of Ohio for one year next preceding said filing, and had been a bona fide resident of this County for more than thirty days next preceding the filing of her cross petition, and that the parties hereto were married as in said cross petition set forth.

The court further find upon the evidence adduced that the plaintiff has been guilty of gross neglect of duty and extreme cruelty and that by reason thereof the defendant is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the court that the marriage contract heretofor existing between the said Owen A. Webb and Millie L. Webb be, and the same hereby is dissolved and both parties are released from the obligations of the same.

The court further finds that there is one minor child issue of this marriage, namely Patricia June Webb, who was born October 23rd, 1932. It is further ordered that the custody, care, education, control and support of said child be confided to the defendant exclusively, the plaintiff having the right of visitation at all reasonable times.

The court further find that the parties hereto are the owners of the real estate described below as tenants in common; said real estate being more particularly described as follows:

Situate in the County of Union and in the Village of Richwood and Being all of Lot No. 246, situate on the South side of West Ottawa Street in the Henry Marriott Addition to said Village of Richwood.

It is ordered that the interest in said real estate of Owen A. Webb be set off to the defendant, Millie L. Webb, as alimony, and that all the right, title and interest in the personal property and furnishings in the home at 245 W. Ottawa Street, also be given to the defendant, Millie L. Webb, and that the plaintiff, Owen A. Webb, is hereby ordered to pay to the defendant as alimony the sum of $2595.00 to be paid through the Clerk of this Court at the rate of $15.00 per week each and every week until said sum is fully paid. Said payments are to begin the date of this entry, July 8th, 1950. The plaintiff is hereby ordered to execute a Quit Claim Deed to the defendant for his interest in the real estate described above, but in the event he refuses and fails to execute said conveyance, this order is to operate as such conveyance, and in that case it is ordered that the Clerk cause so much of this decree to be recorded in the office of the Recorder of this County as will show such change of title.

It is further ordered that the plaintiff, Owen A. Webb, pay all costs of this suit, but each party shall pay their own attorney fees.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:
Sanders & Grigsby
Attorneys for Plaintiff

Richard L. Cameron
Attorney for Defendant

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JUDGE'S TEMPORARY RESTRAINING ORDER

George Kumbo,
1664 Grand Ave., West
Detroit 6, Michigan,
Plaintiff,

-vs-

C. R. Baker,
Richwood, Ohio,
Defendant.

Case No. 16684
Filed July 11, 1950.

This day this cause came on to be heard upon the Motion of the Plaintiff requesting a temporary restraining order restraining the Defendant from proceeding further with the sale as described in the Petition and the Court being fully advised in the premises finds that said Motion is reasonable and should be granted.

It is the order of this Court that the Defendant be enjoined from proceeding with the public sale of Saturday, July 15th, 1950, as advertised and that the Defendant be restrained from disposing of Plaintiff's horses until further order of the Court.

F. LeRoy Allen
JUDGE

APPROVED BY:
William L. Coleman
Attorney for Plaintiff

Myers & Hoopes
Attorney for Defendant
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Ethel M. Bidwell,
Plaintiff,
-vs-
Kenneth R. Bidwell,
Defendant.

Case No. 16655
Filed July 12, 1950.

This cause came on for hearing this 12th day of July, 1950, on the petition of the plaintiff, the defendant being in default of answer or demurrer, and the Court finds from the evidence that plaintiff is, and was for at least one (1) year immediately preceeding the commencement of this action, a bonafide resident of the State of Ohio, and that she is, and was for at least thirty days immediately before commencement of the action, a bonafide resident of the County of Union, Ohio; that defendant has been guilty of gross neglect of duty as alleged in the petition; that by reason thereof plaintiff is entitled to a divorce; that defendant has been duly served with summons and copy of the petition as required by law, which service is hereby approved, and that the Court has jurisdiction of the cause of action and the parties hereto.

It is further ordered that the plaintiff have custody of the minor children of the parties, namely Jerry Lee Bidwell and Janice Lou Bidwell with right of visitation by defendant at all reasonable times. And the Court finds that the parties have entered into an agreement in regard to the support of said children and it is ordered that said agreement become a part of this decree and that the defendant pay for the support of said minor children the sum of Fifty Dollars ($50.00) every two weeks until further order of the Court.

It is ordered, decreed and adjudged that plaintiff be and hereby is granted a divorce from defendant and the marriage contract is hereby dissolved and both of the parties hereto released from its obligations. It is ordered that defendant pay the costs herein.

F. LeRoy Allen
JUDGE

APPROVED:
Gilbert Kirby
Attorney for Plaintiff

AGREEMENT

This agreement made this 20th day of May, 1950, by and between ETHEL M. BIDWELL and KENNETH R. BIDWELL, witnesseth:

Whereas there is now an action pending for divorce in the Common Pleas Court of Union County, Ohio, wherein Ethel M. Bidwell is Plaintiff and Kenneth R. Bidwell is defendant. The parties hereto hereby agree as follows: In consideration of the promises and agreements one to the other:

1. That Kenneth R. Bidwell will pay to Ethel M. Bidwell for the support of the children of the parties, namely Jerry Lee Bidwell and Janice Lou Bidwell the sum of $50.00 every two weeks.

2. That it is understood between the parties that the amount agreed upon here for support will be a part of both a temporary and permanent order in the above mentioned cause.

In Witness Whereof, the parties hereto have set their hands in duplicate hereof the day and year first above written.

s/ Ethel M. Bidwell
s/ Kenneth R. Bidwell

IN THE PRESENCE OF:

Marjorie Brown
Gilbert Kirby

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

VERDICT
In the Matter of the Appropriation of an easement for Highway purposes over the lands of Clyde E. Fleck, et al., and necessary in the construction and improvement of U. S. Route No. 36, Sections (12.77-13.03), in UNION COUNTY, OHIO.

CASE NO. 16657
Filed July 12, 1950.

We, the jury, being duly impaneled and sworn, find and assess the amount of compensation and damages due from the State of Ohio to Clyde E. Fleck and Nellie Fleck as follows:

Compensation for the land taken:
---------- Five-hundred ---------- Dollars

Compensation for Structures taken:
---------- Fourteen-thousand ---------- Dollars

Compensation for damages to the residue, if any:
---------- Five-hundred ---------- Dollars

Total Compensation:
---------- Fifteen-thousand ---------- Dollars

And we do so find without deduction for any benefits and we so render our verdict upon the concurrence of 12 members of our said jury, that being three-fourths or more of our number.

Each of us said jurors concurring in said verdict signs his name hereto this 12th day of July, A.D. 1950.

Margaret McKitrick	E. J. Schneider
Martha B. Rausch	Charles Adams
Matilda Hubmann	Richard D. Beeney
Blanche B. Wilson	Lewis Ballard
Anna Jean Scott	Clarence Cline
Virgil Bays	Geo. O. Williams

" " " "

1. That he will pay to the said Gladys Large for the support and education of their said children the sum of five dollars ($5.00) per week for each child beginning as of the date of this agreement and until each child, respectively, shall arrive at the age of eighteen years; and provided further that in the event of the death of the said Gladys Large, the said Frank Large shall himself wholly support said children until they respectively arrive at the age of eighteen years.

2. That he will pay the fees of Sanders and Grigsby, her attorneys, amounting to seventy-five dollars ($75.00) being in full for their services to date.

In consideration of the premises and of the agreements of the said Frank Large herein contained, the said Gladys Large hereby agrees with the said Frank Large as follows:

1. That so long as the said Frank Large makes the payments and performs his agreements herein contained, she will support and maintain their said children until each child arrives at the age of eighteen years, and that she will not in any manner incur or contract any debts on the credit of the said Frank Large and will not incur any liabilities on his behalf, and will not institute, or cause to be instituted against the said Frank Large any legal proceedings for her support or that of said children or either of them nor for alimony.

2. That in case either party hereto shall institute an action for divorce, she will not ask or apply for any allowance for counsel fees, or any alimony, temporary or permanent, if and so long as the said Frank Large makes the payments and performs his other obligations hereunder.

And, for the considerations aforesaid, the parties mutually agree, one with the other as follows:

1. That the parties shall live separate and apart, and that neither party will molest or annoy the other in any manner, either directly or indirectly.

2. That the said Gladys Large shall have custody and control of the said minor children subject to order of court.

3. That the said Frank Large may visit said children at all reasonable times and may have the children for at least two weekends of Saturday and Sunday per month.

4. That the said parties shall sell the house and household goods jointly owned by them and shall equally divide the proceeds from said sale.

5. That each party hereto does hereby release and discharge the other from all obligations of support, and from all other claims, rights and duties arising or growing out of said marital relation; and said parties mutually agree that each party hereto may freely sell or otherwise dispose of his or her own property by gift, deed, or last will and testament, and each party is by these presents hereby barred from any and all rights or claims by way of dower, inheritance, descent, distribution, allowance for year's support, right to remain in the mansion house, and all rights or claims as widow, widower, heir, distributee, survivor, or next of kin, and all other rights or claims whatsoever, in or to the estate of the other, whether real or personal, and whether now owned or hereafter to be acquired, which may, in any manner, arise or accrue by virtue of said marriage.

In witness whereof, the said Frank Large and Gladys Large have hereunto set their hands the day and year first above written.

(Frank Large)
FRANK LARGE

(Gladys Large)
GLADYS LARGE

Luther L. Liggett
Helen R. Creviston
Joseph B. Grigsby
Bernette Slack

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Patricia Hutchins,
Plaintiff,
-vs-
Carl F. Hutchins,
Defendant.

Case No. 16675
Filed July 14, 1950.

Plaintiff's motion for an order requiring defendant to pay her a reasonable sum of money as and for her legal expenses and to pay her a reasonable sum of money as and for her alimony and support and support of the minor children of the parties pending the hearing of this cause on its merits, the court finds, upon the evidence, that the parties are partners in the operation of a certain restaurant situated at Summersville, Ohio; that the plaintiff is operating the same; that there is income derived from the operation thereof and that there appears to be sufficient property resulting from the operation of the same to support plaintiff and the minor children and to pay her sufficient funds with which to meet her legal expenses in connection with this cause.

It is therefore, ordered, adjudged and decreed that plaintiff's motion herein be and the same hereby is overruled. It is further ordered that the plaintiff prepare and submit weekly reports showing the financial condition in operations of the Midway Diner and that a copy of the same be submitted to defendant's counsel at the same time. All pending the hearing of the within cause upon its merits and until the further order of the court.

F. LeRoy Allen
JUDGE

APPROVED:

Thompson & Goslee
Counsel for Defendant

John L. Roof & Roy Warren Roof
Counsel for Plaintiff

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

It is therefore ordered that said judgment shall stand revived in the amount of $1107.18 with interest from this date, and costs.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED:
Sanders & Grigsby
Attorneys for Plaintiff
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Pauline Green, Admx. of Oscar Green, deceased,
Plaintiff,
-vs-
The Pennsylvania Railroad Company,
Defendant.

Case No. 16278
Filed July 19, 1950.

This day this cause settled and dismissed with prejudice to any future action and without record.

F. LeRoy Allen
JUDGE

APPROVED:
William L. Coleman
Attorneys for Defendant

Hoopes & Hoopes
Attorneys for Plaintiff
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
State of Ohio,
Plaintiff,
-vs-
Clarence Backus,
Defendant.

Case No. 3220
Filed July 22, 1950.

Recognizance from W. H. Snodgrass, Justice of the Peace on Charge of Second Degree Manslaughter

The defendant having been found guilty in this cause and sentenced, the defendant is discharged from his said recognizance.

F. LeRoy Allen
JUDGE

APPROVED BY:
Luther L. Liggett
Prosecuting Attorney
" " " "

Thereupon a jury was duly impaneled and sworn and the trial progressed.

After the pleadings and the issue to be decided had been fully explained to the Jury, the Administrator offered in evidence the original Will and also a certified copy of the record of the proceedings of the Probate Court of Union County, Ohio, admitting to Probate the said paper writing as the Last Will and Testament of the said Nora E. Lake, deceased, and the Administrator thereupon rested.

The Court then called for any other or further testimony, evidence or statement in the case opposing the validity of said Will, but no party or attorney offered, or expressed any desire to offer, any further testimony, evidence or statement of any kind, except that the Administrator then offered in evidence the deposition of Judge Fred A. McAllister, of Delaware, Ohio, who drafted the said Will and was one of the witnesses thereto.

The cause was then submitted to the Jury under the instructions of the Court, all the Attorneys waiving the right to argue the case to the Jury.

Upon and after deliberation, the Jury returned to the Court an unanimous verdict that the paper writing exhibited to them purporting to be the Last Will and Testament of Nora E. Lake, deceased, is the valid Last Will and Testament of Nora E. Lake, deceased, to which no one entered an objection or exception.

The Administrator then requested the Court to enter final judgment on the verdict.

It is accordingly ordered, adjudged and decreed that the said paper writing, purporting to be the Last Will and Testament of Nora E. Lake, deceased, and admitted to Probate as aforesaid, be, and the same hereby is, declared and decreed to be the valid Last Will and Testament of the said Nora E. Lake, deceased.

It is ordered that a certified copy of this Entry be transmitted to the Probate Court of Union County, Ohio.

It is further ordered that the Administrator herein pay the costs of this proceeding.

F. LeRoy Allen
Judge of the Court of Common Pleas
of Union County, Ohio.

APPROVED:

Gwynn Sanders by JBG
Attorney for Plaintiff.

Robert F. Allen
Attorney for Administrator

Robert F. Allen
Attorney for the Guardian of
Linnie Lake

James M. Butler
Attorney for the Trustees of
Ohio Wesleyan University and for
the Woman's Society of Christian
Service, Ohio Conference.

Robert F. Allen
Attorney for Linnie Lake, sister and heir at law of the decedent

Gwynn Sanders by JBG
Attorney for the Maizes, heirs
at law of the decedent.

" " " "

and pay the additional Two Thousand Dollars ($2000.00) to the landowners as soon as it is deposited in the Court, and forthwith return the bond deposited with the Clerk, to the said Clyde and Nellie Fleck.

Further, in conformity with the said verdict, it is ordered, adjudged and decreed that an easement for highway purposes over and upon the parcel of land described in the resolution and finding as Parcel No. 4 be and the same is hereby duly vested in the State of Ohio free and clear of all claims of the owners of said land and persons having interest therein, towit: Clyde E. Fleck and Nellie Fleck.

It is further ordered that the Director of Highways of the State of Ohio pay all court costs herein approved and that a record be made of these proceedings.

F. LeRoy Allen
JUDGE

Herbert S. Duffy
Herbert S. Duffy, Attorney General

Joseph D. Kerns
Joseph D. Kerns, Assistant Attorney General

Myers & Hoopes
Myers & Hoopes, Attorneys for Appellant
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Daniel Kelly,
Plaintiff,
-vs-
Charles Morgan, et al.,
Defendants.

Case No. 16634
Filed July 29, 1950.

This cause coming on to be heard on the petition of the plaintiff, and the answer and cross petition of the defendant, Paul J. Ryan, Executor of the Estate of Edward H. Morgan, deceased, the court finds that all parties have been duly served with summons or by publication, or have waived service of summons, and are thus before the court. The court further finds upon the evidence adduced that the plaintiff is seized of and has a legal right to an undivided one-twelfth interest of the premises described in said petition and is entitled to hold the same in severalty; that the following defendants are tenants in common with him, in the following proportions, towit:

Charles Morgan	1/6
Alexander Stout	1/30
Forest Stout	1/30
Bertha Logue	1/30
May Stout Zerr	1/30
Ray Stout	1/30
Eula Miller Hallam	1/12
Merton R. Miller	1/12
Mary Kelly Jones	1/12
John Kelly	1/12
William Kelly	1/12
Ellen Hogan	1/24
William Kelly	1/24
Annie Smyth	1/96
Michael Kelly	1/96
Eileen Kennedy	1/96
Mary Enright	1/96
Mary Powers	1/96
Kathleen Kennedy	1/96
William Kelly	1/96
Frank Kelly	1/96

and are each seized of and have a legal right to said undivided interest thereof, subject to unpaid legacies of Edward H. Morgan.

The court further finds that this real estate is subject to certain bequests and the costs of administration of the Estate of Edward H. Morgan, deceased, and that on the order of distribution enough of the proceeds of the sale of said premises must be set aside for the completion of the administration of said estate.

The court further find that the defendants, Calvin Hays and Harland Hays are in default on the land contract set forth in plaintiff's petition, and they are in default for answer and demurrer to the petition. It is therefore ordered that all their right, title and interest in the second tract of real estate be foreclosed; that all right, title and interest of Calvin Hays and Harland Hays in the real estate, the subject of the land contract, be declared forfeited, and that the contract be terminated, and any rights said defendants may have heretofore had in said real estate by virtue of said contract be forfeited according to the terms of said contract and held for naught.

The court further finds that the defendant, William J. Leaver, legatee of Edward H. Morgan has received his legacy and now has no interest in the real estate, the subject of this action; that the Catholic Church of Milford Center has not received the entire amount of its legacy and that the interests of the aforementioned defendants is subject to said unpaid legacy; that the will of Edward H. Morgan gave to the defendant, Patsy Lansheft, only a specific bequest and she has no interest in said real estate.

It is therefore ordered, adjudged and decreed that the said Daniel Kelly, plaintiff, be endowed of a full one-twelfth part of said premises, proportionately, subject to the unpaid legacies and costs of administration of the Estate of Edward H. Morgan, and that subject thereto, partition of said property be made in the proportions above designated, and that an order issue to the Sheriff of this County, commanding him that, by the oaths of Paul J. Shea, Reed Neer, and Louis Michel, three judicious and disinterested freeholders of the vicinity, who are hereby appointed commissioners for that purpose, he set off to the plaintiff and the other defendants aforesaid, their aforesaid proportions of said estate in severalty, and of his proceedings make due return.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:
Sanders & Grigsby
Attorneys for Plaintiff
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Donna Marie Drumm,
Plaintiff,
-vs-
Robert Drumm,
Defendant.

Case No. 16697
Filed July 29, 1950.

This day this cause came on for hearing on Motion of the plaintiff, asking that the defendant be enjoined from disposing of or encumbering his 1941 Oldsmobile Automobile, 1935 Chevrolet Truck, tractor, cornpicker, combine, plows, cultivators, discs, three cows, heifer, calf, six hogs, two chickens, and savings accounts; and upon consideration thereof the Court does grant said order.

Therefore it is ordered by the Court that the said defendant be, and he is, hereby enjoined from disposing or encumbering his said 1941 Oldsmobile Automobile, 1935 Chevrolet Truck, tractor, cornpicker, combine, plows, cultivators, discs, three cows, heifer, calf, six hogs, two chickens, and savings accounts, until further ordered by the Court, without bond on the part of the plaintiff.

And it is further ordered by the Court on motion of the plaintiff that the said defendant be and appear before this Court on the 12th day of August, 1950, at 10:00 o'clock and that he then and there and at said time show cause, if any he may have, why he should not be enjoined from disposing of or encumbering his said 1941 Oldsmobile Automobile, 1935 Chevrolet Truck, tractor, cornpicker, combine, plows, cultivators, discs, three cows, heifer, calif, six hogs, two chickens, and savings accounts, and why he should not forthwith pay alimony and support the plaintiff and her children and pay her costs, including attorney fees, pending this action.

It is further ordered that a copy of this Entry be served on the said defendant at least five days before the day set for hearing.

F. LeRoy Allen
JUDGE

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

APPROVED:
Sanders & Grigsby
By Gwynn Sanders by RFA

Robert F. Allen
Attorneys for Plaintiff

William J. Porter
Attorney for Defendant
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Mary Jayne Thorne,
Plaintiff,
-vs-
William Henry Thorne,
Defendant.

Case No. 16662
Filed August 12, 1950.

This day this cause came on to be heard upon the petition of plaintiff and the evidence, and the defendant being in default for answer or demurrer to the petition of plaintiff, the court finds that he confesses the allegations thereof to be true.

The court further find that plaintiff at the time of filing her petition was a resident of the State of Ohio for more than one year, and a bona fide resident of Union County for more than thirty days, and that part of the cause of action stated in the petition arose in Union County, Ohio.

The court further find that plaintiff and defendant were married on the 13th day of August, 1945, and there are two children issue of said marriage, namely William Baden Thorne, who was born April 8, 1946, and Jatyna Jill Thorne who was born February 4, 1948.

The court further finds that defendant has been guilty of gross neglect of duty and extreme cruelty as alleged in the petition, and as result thereof plaintiff is entitled to a divorce.

It is therefore ordered, adjudged and decreed that the marriage contract heretofor existing between Mary Jayne Thorne and William Henry Thorne be, and the same hereby is dissolved, and both parties are released from the obligations of the same.

It is further ordered that the exclusive care, custody, and control of the minor children be until further order of this court, awarded to plaintiff exclusively. Defendant to have the right of visitation at all reasonable hours.

The court further find that on the 28th day of July, 1950, plaintiff and defendant entered into an agreement in writing, settling all questions as to property and support of minor children and said contract, a copy of which is hereto attached, is hereby approved and confirmed. In compliance with said contract, it is ordered that defendant pay the sum of One Hundred Dollars ($100.00) per month for the support of said minor children, until further order of this court.

It is further ordered that plaintiff pay the costs of this action taxed at $_____.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:

Sanders & Grigsby
Attorneys for Plaintiff

SEPARATION AGREEMENT

This agreement made and concluded this 28th day of July, 1950, by and between William Henry Thorne and Mary Jayne Thorne, husband and wife, witnesseth:

That whereas unfortunate differences have arisen between the parties, making it impossible for them longer to live together as husband and wife, and whereas they are now living separate and apart, and

Whereas they desire to settle all questions relating to property and custody of children, now therefore it is hereby agreed between the parties hereto as follows:

Each of the parties hereto are to have their own individual property, free and clear from any claim of the other partytherein.

It is further agreed that Mary Jayne Thorne shall have the custody and control of the minor children, namely William Baden Thorne and Jatyna Jill Thorne, the father William Henry Thorne to have the right of visitation at all reasonable times. It is further agreed that Mary Jayne Thorne will not take any steps ever to change the names of said children. It is further agreed that William Henry Thorne will pay to Mary Jayne Thorne until said children arrive at the age of 21 years, for their support, the sum of $60.00 each per month or a total sum while both children are under the age of 21 years, of $120.00.

Now, therefore, in consideration of the premises, each party hereto does hereby release and discharge the other from all obligations of support, and from all other claims, rights and duties arising or growing out of said marital relation; and said parties mutually agree that each party hereto may freely sell or otherwise dispose of his or her own property, by gift, deed, or last will and testament, and each party is by these presents hereby barred from any and all rights or claims by way of dower, inheritance, descent, distribution, allowance for twelve (12) months' support, right to remain in the mansion house, and all right or claims as widow, widower, heir, distributee, survivor, or next of kin, and all other rights or claims whatsoever, in or to the estate of the other, whether real or personal, and whether now owned or hereafter to be acquired, which may, in any manner, arise or accrue by virtue of said marriage.

And each party hereto, for the consideration aforesaid, does hereby release and relinquish to the other, and to the heirs, executors, administrators, devisees, legatees and assigns of the other, all claims or rights of dower, inheritance and a distributive share, or as widow, widower, heir, survivor, distributee or next of kin, in and to all the estate of the other, whether now owned or hereafter acquired, and all claim or right to an allowance for twelve (12) months' support, or to reside in the mansion house, and all other rights or claims whatsoever, which may, in any manner, arise or accrue by virtue of said marriage.

And each party further agrees that the other party shall have full liberty to dispose of all his, or her property, real and personal, whether now owned or hereafter acquired, during life, or by last will and testament, and that, upon the death of such party, all of his or her property, real and personal, which shall not have been disposed of, during life or by last will and testament, shall descend to, vest in and be distributed to, such person or persons as would be entitled to the same by the statutes of descent and distribution of the State of Ohio then in effect, had the surviving party died during the life of the other party.

And each party hereby waives any right which he or she may have, to administer the estate of the other party, upon the death of such other party.

Each party hereto further agrees, upon request of the other, to execute and acknowledge any and all deeds or other instruments of release or conveyance to enable such other to sell, convey, mortgage, or otherwise dispose of or encumber his or her own real property, free from any apparent right of dower therein.

In witness whereof, the parties have hereunto set their hands the day and year first above written.

In the presence of:

_____ _____

_____ _____

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Millicent Mae Conrad, Admx,
of the Estate of Jesse F. Conrad,
deceased,
Plaintiff,
-vs-
L. F. Davis,
Leafy D. Davis,
Defendants.

Case No. 16676
Filed August 14, 1950.

This cause being settled, it is by agreement dismissed at the defendants' cost for which judgment is rendered.

F. LeRoy Allen
JUDGE

APPROVED:

Myers & Hoopes
Attorneys for Plaintiff

Sanders & Grigsby
Attorneys for Defendants.

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Evelyn Williams,
Plaintiff,
-vs-
Pershing Williams,
Defendant.

Case No. 16677
Filed August 19, 1950.

This day this cause came on to be heard and the Court being fully advised in the premises IT IS ORDERED that said temporary hearing be had on the 6th day of September, 1950, at 10:00 o'clock A.M. in the said Court Room in the Village of Marysville, Ohio, and this cause continued.

F. LeRoy Allen
JUDGE

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

APPROVED:
Myers & Hoopes
Attorneys for Plaintiff

William L. Coleman
Attorney for Defendant
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
The Springfield Savings Society
of Clark County, Springfield, Ohio,
Plaintiff,
-vs-
Fred Lambka and Floy Lambka,
Defendants.

Case No. 16689
Filed August 26, 1950.

The within cause is hereby settled and dismissed, with prejudice. Costs paid, final record dispensed with.

F. LeRoy Allen
JUDGE

APPROVED:

Cole & Cole
Attorneys for Plaintiff

" " " "

from the center thereof S. 32 deg. 30 minutes E. 102.28 poles to a post in the westerly line of said Frank & Clara R. Doge's land; thence with two consecutive lines of said Dodge's land, N. 30 deg. E. 89.84 poles to a stone and brick, and N. 58 deg. E. 15.12 poles to the place of beginning, containing 42.75 acres more or less.

EXCEPTING THEREFROM, a tract of 25.65 acres more or less conveyed from Nora E. Campbell & Myrl W. Campbell to Ray F. & Blanche Stone by deed recorded in Vol. 179, page 130, Deed Records of Union County, Ohio,

be, and the same hereby are, quieted as against the defendants, and each and everyone of them, and all persons claiming under 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 Nora E. Campbell & Myrl W. Campbell, their heirs and assigns thereto.

F. LeRoy Allen
JUDGE

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
The Bostwick Braun Co.,
Plaintiff,
-vs-
A. R. Osborn,
Defendant.

Case No. 16550
Filed Sept. 7, 1950.

This day this cause settled and dismissed and costs paid.

F. LeRoy Allen

APPROVED:
Hoopes & Hoopes
Attorneys for Plaintiff

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Lloyd Coder,
Plaintiff,
-vs-
Florence Coder,
Defendant.

Case No. 16699
Filed Sept. 9, 1950.

This day this cause is dismissed without record. Costs paid.

APPROVED:
William J. Porter
Attorney for Plaintiff.

F. LeRoy Allen
JUDGE

" " " "

VERDICT
Emanuel Rausch,
Plaintiff,
-vs-
Edward Brown & Luther Brown,
Defendants.

Case No. 16630
Filed Sept. 11, 1950.

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

And we do so render our verdict upon the concurrence of 12 members of our said Jury, that being three-fourths or more of our number. Each of us said jurors concurring in said verdict signs his name hereto this 11th day of Sept., 1950.

1.	A. H. Durnell	7.	Richard P. Flowers
2.	Victor Renner	8.	Ruth Elliott
3.	John S. Wise	9.	Burdena Burroughs
4.	Richard Bishop	10.	Lucille Powers
5.	Stanley Thomas	11.	Wm. G. McKitrick
6.	W. C. Southard	12.	Lura Ehret

" " " " "" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JUDGMENT ENTRY
Martha Spangler and
Clarence Spangler being the same
person as C. E. Spangler,
Plaintiff,

-vs-
William M. Gardiner and
George H. Gardiner,
Doolittle Street,
Piqua, Ohio,
Defendants.

Case No. 16714
Filed Sept. 15, 1950.

This day came the plaintiffs, by their attorney; also appeared in open court, for and on behalf of said defendants, Luther L. Liggett, an attorney at law of this court, and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendants, entered the appearance of said defendants, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendants, and in favor of said plaintiffs, for Three Hundred and Seventy dollars and forty-five cents, being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and released and waived all exceptions, errors and right of appeal in the premises.

It is therefore considered that said plaintiffs recover from said defendants the sum of Three Hundred and Seventy dollars and forty-five cents, being the amount of said note and unpaid interest due thereon from the 1st day of October, 1949, to date of judgment; and also recover the costs herein expended, taxed at $_____, and interest on said judgment at 6 per cent. per annum, from said date of judgment until paid.

F. LeRoy Allen
JUDGE

" " " "

render our verdict upon the concurrence of 12 members of our said Jury, that being three-fourths or more of our number. Each of us said jurors concurring in said verdict signs his name hereto this 11th day of Sept. 1950."

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:
William L. Coleman
Attorney for Plaintiff

Sanders & Grigsby
Attorneys for Defendant
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

VERDICT

E. C. Sedgwick,
Plaintiff,
-vs-
J. P. Shaw, et al.,
Defendants.

Case No. 16542
Filed Sept. 25, 1950.

We, the Jury, being duly impaneled and sworn and affirmed, find the issues in this case in favor of the Defendant, J. P. Shaw.

And we do so render our verdict upon the concurrence of 12 members of our said Jury, that being three-fourths or more of our number. Each of us said jurors concurring in said verdict signs his name hereto this 25th day of Sept., 1950.

1.	H. G. Herd	7.	Edith Johnson
2.	B. W. Cline	8.	Frank R. Rice
3.	C. G. Converse	9.	Cyrus Turner
4.	Alma Schmidt	10.	Earl Jenkins
5.	Clyde Andrews	11.	Warren Sturgeon
6.	Ruth L. Emerson	12.	Henry Vollrath

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Daniel Kelly,
Plaintiff,
-vs-
Charles Morgan, et al.,
Defendants.

Case No. 16634
Filed Sept. 25, 1950.

It appearing to the court that the property described in the petition herein has been offered for sale, and not sold for want of bidders, it is ordered that a revaluation of said property be made, and Pearl McIlroy, Byron Galloway, and Fred Scheiderer, three disinterested freeholders, are hereby appointed to make such revaluation, and it is directed that an order issue to the Sheriff of Union County, Ohio, commanding him to have such property reappraised, and to sell the same at public sale on the premises, for not less than two-thirds of the revaluation.

F. LeRoy Allen
COMMON PLEAS JUDGE

" " " "

One Hundred Ten Dollars ($110.00).

It is further ordered that the sheriff out of the proceeds, towit: the sum of $260.00 pay first to the Treasurer of Union County, $18.17, being taxes and penalties due on Lots No. 652 and 749, aforesaid. Secondly, to the clerk of this court the costs of this action including a counsel fee of One Hundred Dollars ($100.00) to J. W. Jacoby for his services herein and documentary stamps in the sum of $1.10, taxed at $173.78. Thirdly to the plaintiff, Mary Belle Burns, the one fourth of the cash proceeds, towit: the sum of $17.02, and also to the defendant, Harvey Hatcher, one twenty-fourth of the cash proceeds, towit: the sum of $2.83; and to Geneva Keener one twenty-fourth of the cash proceeds, towit: the sum of $2.83; and to Edith Nickel one twenty-fourth of the cash proceeds, towit: the sum of $2.83; and to Edith E. Cornelius one twenty-fourth of the cash proceeds, towit: the sum of $2.83; and to Callie Hatcher one twelfth of the cash proceeds, towit: the sum of $5.68; and to Gertrude Orians one half of the cash proceeds towit: the sum of $34.03.

F. LeRoy Allen
JUDGE

APPROVED:
J. W. Jacoby
Attorney for Plaintiff

" " " "

to pay the taxes as agreed or the interest or any part of the purchase money as agreed when due or within sixty days after due, the contract at the option of the plaintiff could be declared null and void; The court further finds that the plaintiff in his petition has elected to declare said contract terminated.

Wherefore the court orders that the contract set forth in plaintiff's petition, and on file in the office of the Union County Recorder in Miscellaneous Records Vol. 5, page 199, be delcared null and void, and it is adjudged and decreed that the defendant, Vada Holbrook, shall forfeit any and all right, title or interest that she may have had in said premises by virtue of said contract, and that the title to said real estate, the subject of said contract, shall be free and clear of any interest arising from the contract, the subject of this action; that a notation on the records of the Union County Recorder be made as to the provisions of this entry. The costs of this action amounting to the sum of $ are taxed to the defendant, Vada Holbrook, judgment for which is granted and execution awarded.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:
Sanders & Grigsby
Attorneys for Plaintiff

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

DECREE OF DIVORCE - JOURNAL ENTRY
Joan Scrivner,
Plaintiff,
-vs-
Alson Scrivner,
Defendant.

Case No. 16698
Filed Sept. 30, 1950.

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 is in default for answer or demurrer to the petition, and that the allegations thereof are confessed of him to be true and that at the time of filing the petition herein, the plaintiff had been a resident of the State of Ohio for one year next prior thereto, and was at the time of filing said petition and for at least thirty days immediately preceding the same, a bona-fide resident of this County of Union, and that said parties were married on the 28th day of February, 1948, as alleged in said petition, and that one child was born of said marriage, towit: Sally Scrivner, and that the defendant has been guilty of gross neglect of duty towards 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 ordered that the plaintiff have the custody of said child subject to the further order of the court, the defendant is granted the privilege of visiting said child at all reasonable times.

It is further ordered that the plaintiff have all of the household goods and other personal property of the parties with the exception of the automobile which the defendant shall retain.

It is further ordered that the plaintiff pay the costs of this proceeding taxed at $_____; and that this case be recorded.

F. LeRoy Allen
JUDGE

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Clara E. Brennan,
Plaintiff,
-vs-
George Brennan,
Defendant.

Case No. 16686
Filed Oct. 6, 1950.

Now came the plaintiff, and the defendant having been personally served with summons and a copy of the petition herein on the 19th day of July, 1950, and having failed to appear, the court find him in default for answer and demurrer to said petition, and find that the allegations thereof are confessed by him to be true.

The court further find that the plaintiff at the time of filing her petition was a bona fide resident of this County, and that the cause of action stated in said petition arose in this County.

The court further finds upon the evidence that the defendant has been guilty of gross neglect of duty in that he has failed and refused to support this plaintiff or provide her with the necessary medical attention, and that by reason thereof the plaintiff is entitled to reasonable alimony for her support, maintenance, and medical care, and attorney fees for this suit.

It is therefore ordered and adjudged that the defendant pay to the Clerk of this Court the sum of $75.00 per month beginning on the 7th day of October, 1950, and each and every month thereafter for the support and maintenace of the plaintiff. It is further ordered that the defendant pay all medical and hospital bills for the plaintiff and that he pay the firm of Sanders and Grigsby the sum of $75.00 as attorney fees in this suit, and that he pay the costs of this action. This order is subject to modification by order of this court.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:
Sanders & Grigsby
Attorneys for Plaintiff

ADL

JOURNAL ENTRY
Paul R. Kohler,
New Knoxville, Ohio,
Plaintiff,
-vs-
Everett Detweiler,
Marysville, Ohio, Rt. #4,
Defendant.

Case No. 16663
Filed Oct. 7, 1950.

This day this cause came on to be heard and the Court being fully advised in the premises finds that said Motion is reasonable and should be granted.

It is the order of this Court that the Defendant be granted leave to plead up to and including October 15th, 1950.

F. LeRoy Allen
JUDGE

APPROVED BY:
Clifton L. Caryl
Attorney for Plaintiff

William L. Coleman
Attorney for Defendant

ADL

JOURNAL ENTRY
Hazel M. Allinder,
Plaintiff,
-vs-
Veldon A. Allinder,
Defendant.

Case No. 16208
Filed Oct. 7, 1950.

This day this cause came on to be heard upon the Motion of the Plaintiff for a contempt citation of the Defendant and for the further purpose of changing the method of payments and the Court being fully advised in the premises finds that said application is reasonable and should be granted.

It is therefore the order of this Court that the Defendant be served by registered mail and said Defendant is directed to appear before this Court on the 14th day of October, 1950, at 10:00 o'clock A.M. to then and there show cause why he should not be punished for contempt. Said Defendant's address is Veldon A. Allinder, c/o Marion Steam Shovel Company, Marion, Ohio.

F. LeRoy Allen
JUDGE

ADL

JOURNAL ENTRY
Bessie A. Asman,
Plaintiff,
-vs-
Henry W. Asman,
Defendant.

Case No. 16702
Filed Oct. 11, 1950.

Case dismissed upon plaintiff's motion, and at plaintiff's cost, costs paid, no record.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:
Sanders & Grigsby
Attorneys for Plaintiff

ADL

JOURNAL ENTRY
Janis Mae Evans by her next
of friend, Jane Shoup,
Plaintiff,
-vs-
Kenneth Robert Evans,
Defendant.

Case No. 16536
Filed Oct. 13, 1950.

This matter coming before the court upon a motion of the plaintiff for a modification of the order of support heretofor rendered in this matter, it is ordered that this

motion be heard in the Common Pleas Court of Union County, Ohio, October 21st., 1950, at 10:00 A.M.

Service of a copy of this Journal Entry and a copy of the Motion shall constitute notice to the defendant.

F. LeRoy Allen
COMMON PLEAS JUDGE

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ORDER
Ora M. Heffner,
Plaintiff,
-vs-
Eli Heffner,
Defendant.

Case No. 16734
Filed Oct. 14, 1950.

Upon the Petition of the plaintiff and the Court being fully advised in the premises the Defendant Eli Heffner is hereby restrained from moving an housetrailer on the residence property occupied by the Plaintiff and he is further restrained from entering the residence, or molesting, or otherwise harming the Plaintiff in any way whatsoever, which restraining order is subject to the final determination of this court.

F. LeRoy Allen
JUDGE

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Barbara Livingston,
Plaintiff,
-vs-
Arlen R. Livingston,
Defendant.

Case No. 16709
Filed Oct. 21, 1950.

This day this Answer & Cross Petition of the defendant, Arlen R. Livingston, is dismissed without record. Costs assessed against the plaintiff, Barbara Livingston.

F. LeRoy Allen
JUDGE

APPROVED:
Clifton L. Caryl
Attorney for Plaintiff

William J. Porter
Attorney for Defendant
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
W. O. Robertson,
Plaintiff,
-vs-
Emma Jane Robertson,
Defendant.

Case No. 16713
Filed Oct. 21, 1950.

Upon the oral motion of Robert F. Allen, Attorney for Plaintiff, the evidence, and the Court being fully advised in the premises, this case is hereby dismissed without record at the cost of the Plaintiff.

F. LeRoy Allen
JUDGE

APPROVED:
Robert F. Allen
Robert F. Allen
Attorney for Plaintiff
" " " "

mentioned liens of E. C. Sedgwick and Oliver Howison be canceled of record and held for naught. It is further ordered that the costs of this action be borne equally by the plaintiff E. C. Sedgwick and the Defendant J. P. Shaw.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:
Robert F. Allen
Attorney for Plaintiff

Sanders & Grigsby
Attorneys for J. P. Shaw
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Joan E. Vannatta, a minor by her father and next friend, Eugene P. Burroughs,
Plaintiff,
-vs-
Walter E. Vannatta,
Defendant.

Case No. 16573
Filed Oct. 21, 1950.

Case dismissed, plaintiff's costs, costs paid, no record.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:
Sanders & Grigsby
Attorneys for Plaintiff
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Eddie Steele, Inc.,
Plaintiff,
-vs-
Roy Coakley,
Defendant.

Case No. 16580
Filed Oct. 25, 1950.

It appearing to the Court that this cause has been settled by and between the parties, it is ordered that the same be dismissed without record and with prejudice. Costs paid.

F. LeRoy Allen
JUDGE

APPROVED BY:
William L. Coleman
Attorney for Plaintiff
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Virginia Lowry,
Plaintiff,
-vs-
Gerald Everett Lowry,
Defendant.

Case No. 16673
Filed Oct. 28, 1950.

This day this cause came on to be heard upon the petition of plaintiff and the evidence, and on consideration thereof the court finds that defendant was personally served with summons and a copy of the petition herein on the 24th day of June, 1950, and is now in default for answer or demurrer to said petition; that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for more than one year preceding the same, and had been a bona fide resident of Union County for more than thirty days last past prior to the filing of her petition; that the parties hereto were married as set forth in the petition; that there is one child issue of this marriage, namely Patty Ann Lowry, who was born on the 7th day of May, 1945.

The court further find upon the evidence adduced that the defendant has been guilty of gross neglect of duty and as a result thereof plaintiff is entitled to a divorce as prayed for.

The court find that there is no real estate owned by the parties of this action and that there are no questions of personal property to be settled between the parties.

It is therefore ordered, adjudged and decreed that the marriage contract heretofore existing between the said Virginia Lowry, plaintiff, and Gerald Everett Lowry, defendant, 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, education and control of Patty Ann Lowry, until further order of this court, be confided exclusively to Virginia Lowry, but that the defendant shall have reasonable rights of visitation; It is further ordered that the temporary order made by this court concerning payment of $10.00 per week support for Patty Ann Lowry be continued.

The court further orders that said Gerald Everett Lowry shall pay to Sanders & Grigsby, Attorneys for Plaintiff, the sum of $75.00 as attorney fees, and that the defendant pay the costs of this action taxed at $_____.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:
Sanders & Grigsby
Attorneys for Plaintiff

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Millard George,
Plaintiff,
-vs-
Dorothy George,
Defendant.

Case No. 16712
Filed Oct. 28, 1950.

This day this cause came on to be heard and the Plaintiff, having through Clifton L. Caryl his attorney herein, withdrawn the Petition from the consideration of the Court, the cause was submitted to the Court upon the Answer and Cross Petition of the Defendant, Dorothy George, and upon the evidence.

The Court further finds that the Plaintiff was duly served with summons and a copy of the Answer and Cross Petition and that he is in default for answer or reply to the same.

The Court further finds that at the time of filing her Cross Petition herein, the Defendant, Dorothy George, had been a bonafide resident of the State of Ohio for more than one year last past and a bonafide resident of Union County in said State for more than thirty days preceding the filing of the same.

The Court further finds that the Defendant, Dorothy George, and the Plaintiff, Millard George, were married on the 19th day of November, 1949, at Greenup, Kentucky, and that no children have been born the issue of said marriage. The Court further finds that the Plaintiff, Millard George, has been guilty of gross neglect of duty toward the Defendant and that because thereof she is entitled to a divorce from the Plaintiff.

It is, therefore, adjudged and decreed that the marriage relation heretofore existing between the Plaintiff and Defendant be dissolved and both parties released from the obligations of the same and that the Defendant be granted a divorce from the Plaintiff. It is further ordered that the Defendant shall have as her own the household goods, released from all claim of the Plaintifftherein and that she shall be resotred to her maiden name of Dorothy Rausch and it is further ordered that the Defendant pay the costs of this action taxed at the sum of $_____.

F. LeRoy Allen
JUDGE

APPROVED BY:
Clifton L. Caryl
Attorney for Plaintiff

William L. Coleman
Attorney for Defendant

" " " "

aged fourteen (14) years has been born to the parties as an issue of said marriage.

The Court further finds that for some time prior to the filing of the Plaintiff's Petition the Plaintiff and the Defendant separated and have ever since said date and now are living separate and apart from each other.

The Court further finds that prior to the marriage of the Plaintiff and the Defendant, said Plaintiff had been married to a man by the name of Charles B. Workman, and that during the month of February, 1932, the Plaintiff filed her Petition in the Lawrence County Circuit Court in the State of Kentucky for a divorce from the said Charles B. Workman, and that said divorce action was heard by the Judge of the Lawrence County Circuit Court of the State of Kentucky in the Village of Louisa, Kentucky, and said Court after hearing said cause entered a decree on or about the 28th day of June,1932, dissolving said marriage contract between the said Jessie Workman and Charles B. Workman and releasing each of said parties from all further obligations by reason of said contract.

The Court further finds that by reason of some oversight on account of the presiding Judge of the Lawrence County Circuit Court in Louisa, Kentucky, that said decree of divorce to the Plaintiff from the said Charles B. Workman in said Court, was never signed by said presiding Judge and that said error by the presiding Judge of said Court in failing to sign said entry was not discovered by either this Plaintiff or Defendant until on or about the day of July, 1950. The Court further finds that the regular term 28th day, and to-wit on the 10th day of August, 1950, in the Lawrence County Circuit Court in the State of Kentucky, in Louisa, Kentucky, the Plaintiff and her former husband, Charles B. Workman, and Defendant in this case, Everett Adkins, presented the matter before said presiding Judge and brought to his attention the failure of the presiding Judge of said Court to sign said former entry of judgment, as aforesaid, and requested said presiding Judge in said Court to enter upon the records of said Court a nonc pro tunc Entry, of the order, of the former divorce decree in said case, and said presiding Judge signed said nonc pro tunc entry, and ordered the same to be spread upon the order book of said Court in said County and State, and thereby ordered said judgment of divorce to this Plaintiff from her former husband, Charles B. Workman to be in full force and effect as of the 28th day of June, 1932, and the Court further finds that in all manner and particulars, said nonc pro tunc order of said Court is now in full force and effect and fully complies with the laws of the State of Kentucky in awarding and granting a decree of divorce to the Plaintiff from her former husband, Charles B. Workman.

The Court further finds that the Defendant and Plaintiff having honestly believing that they were in a position to contract marriage with each other as of the 31st day of August, 1934, and having honestly and innocently and being unaware of the inadvertence of the trial judge in the Lawrence County Circuit Court in the State of Kentucky, Louisa, Kentucky, in failing to sign said decree of divorce of Plaintiff and her former husband, Charles B. Workman, did enter into a contract of marriage and have ever since recognized said marriage and the mutual obligations of marriage upon each other and further raised the minor child of the parties as hereinbefore referred to, and in every instance conducted themselves as man and wife and as father and mother to said minor child and so held themselves out to the public to be, and this Court now finds that upon the grounds of public policy the marriage between Plaintiff and Defendant was entered into on the 31st day of August, 1934, and the same to be a valid and binding marriage and that said minor child, Sammy Adkins, should be adjudged to be the legitimate child of said Everett Adkins and Jessie Adkins and should inherit from Jessie Adkins and Everett Adkins as an heir-at-law of both of said parties.

IT IS THEREFORE ORDERED AND ADJUDGED BY THIS COURT that the Plaintiff has been guilty of gross neglect of duty towards the Defendant and that by reason thereof the marriage contract between said parties should be and the same hereby is dissolved and both of said parties are released from the obligations of the same.

IT IS FURTHER ORDERED BY THE COURT that the minor child of the parties, Sammy Adkins, be confided to the exclusive custody of the Plaintiff with the right of visitation at all reasonable times by the father, Everett Adkins, and that in open court said minor child elected to live with his mother, the Plaintiff herein, and that all shall continue until further order of this Court.

IT IS FURTHER ORDERED BY THE COURT that the Defendant Everett Adkins pay to this Plaintiff on the 1st day of each and every month the sum of Thirty ($30.00) Dollars for the support of said minor child, all until further order of this Court.

IT IS FURTHER ORDERED BY THIS COURT, and the Court having further found, that the Defendant is the owner of the following described real estate, towit: In-Lot No. 393 as the same is known and designated on the recorded plat thereof, of the City of Bellefontaine, Logan County, Ohio, and further, Defendant is also the owner of Lot No. 5, Plat of Aylesworth Western Addition of the City of Bellefontaine and corresponding to Lot No. 392 of the new numbering of lots in said addition, said real estate being located in the City of Bellefontaine, in the County of Logan and in the State of Ohio and said premises being recorded in the Deed Vol. 127 Pages 185, 186 of the Deed Records in Logan County Recorder's Office in the City of Bellefontaine, Ohio, and that each parcel of real estate is encumbered by a mortgage lien, and in which said mortgage and also a note as evidence of the debt, the Plaintiff is a co-signer.

IT IS FURTHER ORDERED BY THE COURT that all of said real estate is adjudged to the Defendant in exclusive ownership thereof and free of any and all interests of the Plaintiff and that the Defendant shall at all times save and keep the Plaintiff harmless from the payment of any sums due upon each of said promissory notes and shall also save and keep her harmless from any liability of any and all kinds that might arise by virtue of her signature to each of said real estate mortgages.

IT IS FURTHER ORDERED BY THE COURT that the Defendant have and possess free from any and all interests of the Plaintiff therein all of the personal property of the parties including one Chrysler automobile, a certain grocery stock and fixtures used in conducting said grocery business and that the Defendant be the owner thereof and shall hold the same as his own and do whatever he may desire with any and all of said personal property.

IT IS FURTHER ORDERED BY THE COURT, that each of said parties shall now and at all other times hereafter release each other from any and all interests that they may have in all of the personal or real property now owned by each of the parties and all personal and real property that may be hereafter acquired by the parties.

IT IS FURTHER ORDERED AND ADJUDGED by the Court that the former decree of divorce from the Plaintiff and her former husband, Charles B. Workman, obtained in Lawrence County Circuit Court in the State of Kentucky, Louisa, Kentucky, and nonc pro tunc order made in said Court, with reference to said divorce decree and entered of record in said Court, on the 10th day of August, 1950, be and in all respects hereby is confirmed and adjudicated by this Court to be a valid order of divorce of Jessie Workman from Charles B. Workman, and that at said time and on the dates mentioned, Plaintiff was duly divorced in accordance with the laws of the State of Kentucky.

IT IS FURTHER ORDERED BY THE COURT that by reason of public policy, that the marriage entered into between Plaintiff and Defendant on the 31st day of August, 1934, be a valid and legal marriage under the laws of the State of West Virginia and under the laws of the State of

Ohio and that said minor child, Sammy Adkins, born to said parties as an issue of said marriage and said minor child now being fourteen (14) years of age, be and he hereby is adjudged the legitimate child of Plaintiff and Defendant and hereby is adjudicated to be the lawful heir of Plaintiff and Defendant with the right hereafter to inherit as an heir at law from either or both of Plaintiff and Defendant in this case.

IT IS FURTHER ORDERED BY THE COURT that the Defendant pay the costs in this action taxed at $.

F. LeRoy Allen
JUDGE

APPROVED BY:
Jessie Adkins
Jessie Adkins, Plaintiff

Everett Adkins
Everett Adkins, Defendant

Exhibit to me
William L. Coleman
Attorney for Plaintiff

Roy Warren Roof
Attorney for Defendant

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

F. LeRoy Allen
JUDGE

APPROVED BY:
Luther L. Liggett
Attorney for Plaintiff

William L. Coleman
Attorney for Defendant
" " " "

It is, therefore, considered, adjudged and decreed that the marriage contract heretofore existing between Juanity M. Dolan, the Plaintiff, and James Edwin Dolan, the Defendant, be and the same is dissolved and both parties are released and discharged therefrom.

It is further considered and ordered by the Court that the Defendant have the exclusive custody and control of the minor children of the parties, towit: Barbara Sue Dolan, age nine years, Mary Lou Dolan, age eight years, Martha Jane Dolan, age six years and James E. Dolan, Jr., age four years, until further order of the Court, but that the Plaintiff has the right of visitation at all reasonable times with the right to take them into her own home for short periods of time during vacation or summer months when the Plaintiff shall have a proper home for the same.

It is further considered and adjudged by the Court that the Defendant have and possess as his own property all the household goods and furniture of the parties of whatever kind and wherever the same may be found and that he have as his own the automobile, that all of said property be his free from any right or claim of the Plaintiff whatsoever.

The Court further finds that the Defendant has made all payments pursuant to the former order of this Court. It is further ordered that the Plaintiff pay the costs of this proceeding for which execution is awarded.

F. LeRoy Allen
JUDGE

APPROVED BY:
Juanita M. Dolan
Plaintiff

Luther L. Liggett
Attorney for Plaintiff

James E. Dolan
Defendant

William L. Coleman
Attorney for Defendant

" " " "

fendant by the Sheriff of Marion County, delivering to him in person a certified copy of this order.

F. LeRoy Allen
JUDGE

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Richard Eugene Jewett,
Plaintiff,
-vs-
Gerald Nicol,
Defendant.

Case No. 16629
Filed Nov. 7, 1950.

This 25th day of October, 1950, the Plaintiff having filed a Twenty-five ($25.00) Dollar deposit with the Clerk of Courts on the ground of being a non-resident plaintiff, it is ordered that the Defendant plead in this cause on or before November 9th, 1950.

F. LeRoy Allen
JUDGE

APPROVED:
William L. Coleman
Attorney for Plaintiff

Clifton L. Caryl
Attorney for Defendant
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

It is, therefore, considered and adjudged by the court that the said defendant stand convicted of the charge in the information and that the said defendant pay the fine of $150.00 and the cost of this prosecution for which execution is awarded; but the execution and payment of said fine and costs is suspended until December 31st, 1950. It is further ordered and adjudged by the court that the defendant's right to drive be suspended for a period of one year from the date of this order and that he deliver his driver's license to the Clerk of this court for said period of one year.

11/9/50 F. LeRoy Allen
JUDGE

APPROVED BY:
Luther L. Liggett
Prosecuting Attorney

" " " "

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 Olive Curry and Rodney S. Curry be, and the same hereby is, dissolved and both parties are released from the obligations of the same.

It is further considered by the Court that the plaintiff pay the costs of this proceedings and execution is awarded, and plaintiff is restored to her maiden name of Olive Flowers.

F. LeRoy Allen
COMMON PLEAS JUDGE

" "ADL

JOURNAL ENTRY

Dwight Jackson,
Plaintiff,

Case No. 16599
Filed Nov. 13, 1950.

-vs-

Leonard Goings,
Defendant.

This cause being settled, it is by agreement dismissed at defendant's cost for which judgment is rendered.

F. LeRoy Allen
JUDGE

APPROVED BY:
Luther L. Liggett
Attorney for Plaintiff

Myers & Hoopes
Attorneys for Defendant

" ADL

ENTRY

Robert L. Hume,
Plaintiff,

Case No. 16601
Filed Nov. 13, 1950.

-vs-

H. B. Salter Mfg. Co. & Eljer Company,
Defendants.

This day this cause settled and dismissed with prejudice to further action by the plaintiff against the defendants. It is ordered that no record be made.

F. LeRoy Allen
JUDGE

APPROVED:
Clifton L. Caryl
Attorney for Plaintiff

Hoopes & Hoopes
Attorneys for Defendant

" ADL

JOURNAL ENTRY

R. K. Dunbar,
Plaintiff,

Case No. 16745
Filed Nov. 13, 1950.

-vs-

J. R. Richardson &
Kenny Richardson,
Defendants.

This cause came on for hearing on the motion of the plaintiff for an appointment of a receiver to take over the assets of the parties hereto; and by agreement of the parties hereto it is ordered and adjudged that a receiver not be appointed at this time, it is further ordered that five hundred bushels of soy beans at the Raymond Elevator and in defendants' name and approximately one hundred and thirty bushel of oats in defendants' possession be held and regarded as joint assets of the parties hereto until further order of the court; it is further ordered by the court that the seventy acres of soy beans and the thirty five acres of corn be harvested and divided one half to plaintiff and one half to defendants.

11/9/50 F. LeRoy Allen

APPROVED BY:
Luther L. Liggett
Clifton L. Caryl
Attorneys for Plaintiff

Sanders & Grigsby
Attorneys for Defendants

" ADL

ENTRY

Kenneth Eugene Jackson, by Leona Jackson, his mother and next friend,
Plaintiff,

Case No. 16719
Filed Nov. 13, 1950.

-vs-

Dorothy Mae Jackson,
Defendant.

On application of attorneys for plaintiff and it appearing to the court that the defendant, Dorothy Mae Jackson, is a minor over fourteen years of age, and that her mother and next of friend has been served with summons and a copy of the petition in this cause, and that said next of friend has failed to answer or demurrer to the petition, and said defendant minor having neglected to apply for the appointment of a guardian ad litem, it is hereby ordered that Luther L. Liggett be, and he is hereby appointed guardian ad litem to defend this action on behalf of said Dorothy Mae Jackson.

F. LeRoy Allen
JUDGE

APPROVED:
Sanders & Grigsby
Attorneys for Plaintiff

" "ADL

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Blanche I. Morrison,
Plaintiff,
-vs-
Thomas J. Morrison,
Defendant.

Case No. 16246
Filed Nov. 13, 1950.

Now comes the said Thomas J. Morrison in obedience to the order of this Court, ordering him to show cause why he should not pay the said Blanche I. Morrison the sum of $1035.00, being the payment of $15.00 per week in default since July 1, 1949, or in default of such payment why he should not be held in contempt of Court.

On consideration whereof, the Court finds him in arrears in said payments, in the amount of $1035.00 as of the 28th day of October, 1950, and that he is thereby guilty of a contempt.

The said Thomas J. Morrison having agreed this day to pay to the said Blanche I. Morrison the sum of $100.00 on said arrearage and to make weekly payments of $20.00 per week until the said amount in default is paid in full, including the regular future weekly payments of $15.00 per week, it is therefore ordered that he be purged of the said contempt provided the said Thomas J. Morrison makes his present payment of $100.00 and continues to make his weekly payments of $15.00 per week and the $5.00 per week on the $935.00 now due. It is further ordered that all said payments be made through the Clerk of this Court and that the said Thomas J. Morrison pay the costs of these proceedings.

F. LeRoy Allen
JUDGE

APPROVED:
Myers & Hoopes
Attorneys for Plaintiff

Sanders & Grigsby
Attorneys for Defendant
" "ADL

ENTRY
Daniel Kelly,
Plaintiff,
-vs-
Charles Morgan, et al.,
Defendants.

Case No. 16634
Filed Nov. 14, 1950.

On motion of plaintiff and on his producing the return of the Sheriff of said sheriff's proceedings under the alias order of sale heretofore issued herein, the court having examined the same and being satisfied that they were had in all respects in conformity to law and the orders of this court, hereby approves and confirms said proceeding and sales, and the Sheriff is ordered to convey in fee simple the premises described in the petition as Tract I whereon his located the brick building, to Louise Thiergartner; And the Sheriff is ordered to convey in fee simple the premises described as Tract II, whereon is located a frame building, to

And the court coming now to distribute said fund of $5800.00 in the hands of the Sheriff to order that he distribute the same as follows:

1. To the Treasurer of this County $99.40, taxes, being $37.62 due on Tract I, and $61.78 due on Tract II, said amounts are to be paid to the purchasers of the several tracts, they assuming such taxes.
2. The Clerk of this Court, the costs of this action taxed at $_____, including costs of advertising for said sale.
3. To Sanders & Grigsby, Attorneys, the sum of $467.15, including $7.15 advanced for revenue stamps for the deeds.

It is further ordered that the Sheriff retain the balance of the money in his hands until further order of this court at such time as the amount required by the executor of the estate of Edward H. Morgan, deceased, to close said estate, is determined.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:
Sanders & Grigsby
Attorneys for Plaintiff
" ADL

JOURNAL ENTRY
Erma June Davis by her mother and
next of friend, Leona Jackson,
Plaintiff,
-vs-
Glenn Davis,
Defendant.

Case No. 16720
Filed Nov. 14, 1950.

This cause coming on for hearing on the petition of plaintiff, defendant being in default of answer or demurrer, and the court finds from the evidence that plaintiff is, and was for at least one year immediately preceding the commencement of this action, a bona fide resident of the State of Ohio, and that she was for at least thirty days immediately before commencement of the action, a bona fide resident of the County of Union, Ohio; that defendant has been guilty of extreme cruelty as alleged in the petition; that by reason thereof plaintiff is entitled to a divorce; that defendant and his brother, George Davis, with whom he resides, have been duly served with summons and a copy of the petition as required by law, which service is hereby approved, and that the court has jurisdiction of the cause of action and the parties hereto. The court further finds that the parties to this action have no real estate and no personal property, the right to which should be determined in this decree.

It is therefore ordered, adjudged and decreed that plaintiff be and hereby is granted a divorce from the defendant, and the marriage contract is hereby dissolved, and both parties hereto are released from its obligations.

It is further ordered that the plaintiff be restored to her maiden name of Erma June Jackson, and that the defendant pay the costs herein.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:
Sanders & Grigsby
Attorneys for Plaintiff
" ADL

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Kenneth Eugene Jackson, by Leona Jackson, his mother and next friend,
Plaintiff,
-vs-
Dorothy Mae Jackson,
Defendant.

Case No. 16719
Filed Nov. 14, 1950.

This cause coming on for hearing on the petition of plaintiff and the answer of the guardian ad litem for the defendant, the court finds from the evidence that plaintiff is and was for at least one year immediately preceding the commencement of this action, a bona fide resident of the State of Ohio, and that he was for at least thirty days immediately before the commencement of the action, a bona fide resident of the County of Union, Ohio; that defendant has been guilty of extreme cruelty as alleged in the petition; that by reason thereof plaintiff is entitled to a divorce; that defendant and her mother, Bessie Merriman, with whom she resided have been duly served with summons and a copy of the petition as required by law, and that the court has jurisdiction of the cause of action and the parties hereto. The court further finds that the parties to this action have no real estate and no personal property, the right to which should be determined in this decree.

It is therefore ordered, adjudged and decreed that plaintiff be and hereby is granted a divorce from the defendant, and the marriage contract is hereby dissolved, and both parties hereto are released from its obligations.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:
Sanders & Grigsby
Attorneys for Plaintiff
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

REPORT OF GRAND JURY

TO THE HONORABLE F. LeROY ALLEN:
Judge of the Court of Common Pleas, Union County, Ohio.

The Grand Jury of the Court of Common Pleas of said County of the September Term, A.D. 1950, hereby report to the Court that they have been in session one day, and herewith by their foreman present to the Court the Indictments found by said Jury.

We have carefully examined into all such matters as have legitimately come to our notice, having examined over twelve witnesses, covering sixteen cases, and presented 13 bills, and ignored three cases considered by us. The business has been transacted in as expeditious a manner as possible.

During our session we visited the County Jail, examined its state and condition, and inquired into the discipline and treatment of the prisoners, and their habits, diet and accomodations. We find and respectfully report to the Court, that the rules prescribed by the Judge have been faithfully kept and observed, and we do find that no provision of law for the regulation of County Jails has been violated.

The Grand Jury commends the Sheriff and his wife for the cleanly condition of the jail and Sheriff's quarters, and recommends the repair of the floors in the office and kitchen of the jail building, and also recommends necessary repairs and adjustments to the new heating plant in the jail building. The Grand Jury further recommends the Commissioners investigate the possibility of installing an elevator in the Union County Court House.

Against the following named accused persons, who have been held to answer, no indictment has been found, (Sec. 13436-22) towit:

John Cremeans for pointing firearms.
Everett Riebel for assault and battery.
Alfred Beck Jolliff for failure to support minor children.

Respectfully submitted,

November 16, 1950. Robert C. Kinkade Foreman

And there being no further business for said Grand Jury, they were recessed.

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Gilbert S. Keirns &
The Mayflower Insurance Company,
Plaintiffs,
-vs-
Webster Haines,
Defendant.

Case No. 16617
Filed Nov. 17, 1950.

The matters in controversy between the parties to this action having been settled to their mutual satisfaction, this cause is dismissed with prejudice to either party bringing a future action against the other as to the matters set forth in the petition and cross petition herein. It is ordered that no record be made.

F. LeRoy Allen
JUDGE

APPROVED:
Power and Griffith
Attorneys for Plaintiff

Sanders & Grigsby
Attorneys for Defendant
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
State of Ohio,
Plaintiff,
-vs-
Everett Riebel,
Defendant.

Case No. 3239
Filed Nov. 17, 1950.

Recognizance from W. H. Snodgrass, Justice of the Peace, on charge of assault and battery.

The Grand Jury having failed to find an indictment in this case, the defendant is discharged from his said recognizance and he has leave to withdraw all papers of file, and no record to be made.

F. LeRoy Allen
JUDGE

APPROVED BY:
Luther L. Liggett
Prosecuting Attorney
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Cletus Smith,
Plaintiff,
-vs-
H. B. Salter Manufacturing Co.,
Defendant.

Case No. 16652
Filed Nov. 20, 1950.

This day this cause settled and dismissed with prejudice to further action by the plaintiff against the defendants. It is ordered that no record be made.

Marion B. Owen
JUDGE

APPROVED:
Clifton L. Caryl
Attorneys for Plaintiff

Hoopes & Hoopes
Attorneys for Defendant.

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

This day came into court the Prosecuting Attorney in behalf of the State of Ohio and the defendant coming into court in custody of the sheriff was required to plead to the indictment.

Whereupon, said defendant acknowledged the service of the indictment, and waived the reading of the indictment. The court then inquired of Earl Frye, if he was represented by an attorney, and if not if he desired the court to appoint an attorney to represent him; and the defendant stating that he did not desire to be represented by an attorney entered a plea of guilty to the indictment.

Whereupon, the court accepted said plea of guilty and inquired of Earl Frye if he had anything to say why judgment should not be pronounced against him; and he showed no good and sufficient cause why judgment should not be pronounced.

Whereupon, it being made appeared to the court that the defendant, Earl Frye has never before been imprisoned for a crime and that the general public good does not demand or require that the defendant should be immediately sentenced; it is therefore ordered and adjudged by the court that imposition of sentence in this case be, and the same hereby is, suspended for a period of two years from the date of this entry, under the supervision of this court, reporting every other Saturday morning to the Probation Officer, Fred Ell, and on condition of good behavior, and on condition that defendant reimburse his brother by January 1st, 1951, for the bad checks he issued, and that the bond previously given in this cause is hereby released, and that the defendant pay the costs of this prosecution for which execution is awarded.

11/22/50 F. LeRoy Allen
JUDGE

APPROVED BY:
Luther L. Liggett
Prosecuting Attorney
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
State of Ohio,
Plaintiff,
-vs-
Melvin Spain,
Defendant.

Case No. 3237
Filed Nov. 24, 1950.

Indictment for issuing check with intent to defraud G.C. 710-176.

This day came into court the Prosecuting Attorney in behalf of the State of Ohio and the defendant coming into court in custody of the sheriff was required to plead to the indictment.

Whereupon, said defendant acknowledged service of the indictment and waived the reading of the indictment. The court then inquired of Melvin Spain if he were represented by an attorney, and if not if he desired the court to appoint an attorney to represent him; and the defendant stating that he did not desire to be represented by an attorney entered a plea of guilty to the indictment.

Whereupon, the court accepted said plea of guilty and inquired of Melvin Spain if he had anything to say why judgment should not be pronounced against him; and he showed no good and sufficient cause why judgment should not be pronounced.

Whereupon, it being made appeared to the court that the general public good does not demand or require that the defendant should be immediately sentenced; it is therefore ordered and adjudged by the court that imposition of sentence in this case be, and the same hereby is, suspended for a period of two years, and the defendant is placed on probation for the said period of two years from the date of this entry, under the supervision of this court, reporting each Saturday morning to the Probation officer, Fred Ell and on condition of good behavior, and on condition that defendant reimburse the complaining witness in this case for the bad check given; and that bond previously given in this cause is hereby released, and that the defendant pay the costs of this prosecution for which execution is awarded.

11/22/50 F. LeRoy Allen
JUDGE

APPROVED BY:
Luther L. Liggett
Prosecuting Attorney
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

F. LeRoy Allen
JUDGE

APPROVED BY:
William L. Coleman
Attorney for Plaintiff

Luther L. Liggett
Attorney for Defendant
" " " "

said payments were discontinued up to February 13, 1950, and that no part of said sums has been paid to date, the Court find the said Francis I. Gilbert in contempt of Court.

On motion of the said Pauline Smith Green, an attachment is allowed to issue against the said Francis I. Gilbert, commanding the Sheriff of Union County, Ohio, to arrest and bring him before this Court forthwith, to show cause why he should not be punished as for a contempt for his said disobedience.

F. LeRoy Allen
JUDGE

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

said petition and for at least thirty days immediately preceding the same, a bona fide resident of this County of Union and that the parties hereto were married on the 4th day of June, 1949, and no children are the issue thereof as in said petition set forth.

The Court further finds upon the evidence adduced that the Plaintiff has been guilty of gross neglect of duty and extreme cruelty and by reason thereof the Defendant is entitled to a divorce as prayed for and that she be restored to her former name of Betty L. Zimmerman as prayed for.

It is further considered by the Court that the said Defendant pay the costs of this prosecution.

F. LeRoy Allen
JUDGE

APPROVED:
William J. Porter
Attorney for Plaintiff

Clifton L. Caryl
Attorney for Defendant
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
State of Ohio,
Plaintiff,
-vs-
Ernest C. Gilbert,
Defendant.

Case No. 3243
Filed Dec. 4, 1950.

Indictment for Grand Larceny G.C. 12447

This day came into Court the Prosecuting Attorney in behalf of the State of Ohio and the defendant coming into Court in custody of the sheriff and company of his attorney, Harvey Crow, was required to plead to the indictment.

Whereupon, said defendant by his attorney waived the reading of the indictment, waived the service of the indictment and entered a plea of not guilty.

Whereupon, the Court accepted said plea of not guilty and it is the order of this Court that bond in the amount of twenty five hundred dollars ($2500.00) be required for appearance for trial and that trial of this cause be set for December 22, 1950, at 9:30 o'clock A.M.

11/25/50 F. LeRoy Allen

APPROVED BY:
Luther L. Liggett
Prosecuting Attorney

Harvey Crow
Attorney for Defendant
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Clara Jo Martin,
Plaintiff,
-vs-
Harry F. Martin,
Defendant.

Case No. 16485
Filed Dec. 8, 1950.

This cause came on for hearing this 8th day of November, 1950, on the Petition of the Plaintiff and the Answer and Cross Petition of the Defendant and the Court finds from the evidence that Plaintiff is and was for at least one year immediately preceding the commencement of this action a bonafide resident of the State of Ohio and that she was for at least thirty days immediately before commencement of the action a bonafide resident of Union County, Ohio; that the Defendant has been guilty of gross neglect of duty toward the Plaintiff; and the Court further finds that the allegations of the Answer and Cross Petition are not true and therefore the same should be dismissed; and by reason of the foregoing Plaintiff is entitled to a divorce; that the Defendant has been duly served with summons and a copy of the Petition as required by law, which service is hereby approved and that the Court has jurisdiction of the cause of action and the parties hereto.

IT IS ORDERED, DECREED AND ADJUDGED that Plaintiff be and hereby is granted a divorce from the Defendant and the marriage contract heretofore existing between them is hereby dissolved and both parties hereto released from its obligations. It is further ordered that the Plaintiff be restored to her maiden name of Clara Jo Cook. It further appearing to the Court that the property settlement made is reasonable and the same is ordered approved and confirmed. It is further ordered that the Plaintiff pay the costs of this proceeding.

F. LeRoy Allen
JUDGE

APPROVED BY:
William L. Coleman
WILLIAM L. COLEMAN, ATTORNEY FOR PLAINTIFF

Gilbert Kirby
GILBERT KIRBY, ATTORNEY FOR DEFENDANT
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Willard Clevenger,
Plaintiff,
-vs-
L. R. Amrine,
Defendant.

Case No. 16653
Filed Dec. 9, 1950.

This day this cause came on to be heard on the question heretofor ordered to be determined by a jury, and thereupon came the following named persons as jurors, towit:

Helen Clark	J. F. Reeley
Edith Johnson	Frank Rice
Clyde Andrews	Cyrus Turner
E. G. Converse	Glenna Hartman
Alma Schmidt	Warren Sturgeon
Henry Vollrath	Amy Pacha

who were duly impaneled and sworn according to law.

And thereupon, after hearing the evidence, argument, and charge of the court, and after due deliberation, the said jury returned their verdict in writing, signed by each of the twelve concurring jurors, as follows, towit: "We, the Jury, being duly impaneled and sworn, find upon the issues joined between the plaintiff and defendant upon the matters set out in the plaintiff's petition, in favor of the plaintiff, and that there is due to the plaintiff from the defendant, the said L. R. Amrine & Sons, the sum of Fifteen Hundred Dollars.

We further find upon the issues joined between the defendant and the plaintiff upon the matters set up in the defendant's Answer and cross-petition, in favor of the plaintiff.

And we do so render our verdict upon the concurrence of twelve members of our said jury, that being three-fourths or more of our number. Each of us said jurors concurring in said verdict signs his name hereto this 7th. day of December, 1950."

Signed,

Helen Clark	J. F. Reeley
Edith Johnson	Frank Rice
Clyde Andrews	Cyrus Turner
E. G. Converse	Glenna Hartman
Alma Schmidt	Warren Sturgeon
Henry Vollrath	Amy Pacha

APPROVED BY:
Sanders & Grigsby
Attorney for Plaintiff

William L. Coleman
Attorney for Defendant

F. LeRoy Allen
JUDGE

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Catherine E. Hennessey,
Plaintiff,
-vs-
J. Orren Moreland,
Defendant.

Case No. 16758
Filed Dec. 11, 1950.

This day this cause came on for hearing on the application of the plaintiff for a temporary restraining order, with notice, restraining the defendant from molesting or interfering with plaintiff and restraining him from secreting, encumbering or disposing of any of her personal property and/or her right of ingress to any part of her farm or the buildings thereon, or removing any part or all of her personal property therefrom.

On due consideration thereof, and good cause being shown therefor it is ordered that, on an undertaking being given by the plaintiff in the sum of $1000.00, with surety to the approval of the Clerk, an injunction be allowed to issue therein, enjoining the said defendant from interfering with the removal or the possession of the plaintiff's personal property from her farm. It is further ordered that the defendant be enjoined from committing waste and from further alterations on the premises of said plaintiff, until the final hearing is held in this case or until a further order of this Court.

F. LeRoy Allen
JUDGE

APPROVED:
Myers & Hoopes
Attorneys for Plaintiff.

Sanders & Grigsby
Attorneys for Defendant.

" "ADL

ENTRY FIXING SUPPORT AND VISITATION RIGHTS
Harvey M. Davidson,
Plaintiff,
-vs-
Margaret P. Davidson,
Defendant.

Case No. 16456
Filed Dec. 12, 1950.

This matter came on upon agreement of parties and respective counsel, and it being desired to fix definitely matters of support and rights of visitation, it is agreed as follows:

1. The said Harvey M. Davidson is to pay as and for the support of the minor child, Margaret Eileen Davidson, Born March 23, 1937, the sum of $25.00, on December 12, 1950, the receipt of which is hereby acknowledged by Margaret P. Davidson-Lease, and the sum of $10.00, on December 18, 1950, and each Monday thereafter into the office of the Clerk of Courts of Union County, Ohio, for forwarding to defendant herein.

2. The said Harvey M. Davidson shall furnish the minor child aforesaid with a winter coat at a cost of approximately $25.00, forthwith.

3. It is further agreed by and between the parties that the said minor child shall be permitted to visit the plaintiff-father in his home at the convenience of the parties and at reasonable times.

All until the further order of the Court.

F. LeRoy Allen
F. LeRoy Allen, Judge

APPROVED:
Harvey M. Davidson
Harvey M. Davidson, Plaintiff

Margaret P. Lease
Margaret P. Lease, Defendant

Wayne M. Lawrence
Wayne M. Lawrence, Atty. for Pl.

James R. Goslee
James R. Goslee, Atty for Def.

" "ADL

JOURNAL ENTRY
Carl Slack,
Plaintiff,
-vs-
Milo L. Myers,
Defendant.

Case No. 16661
Filed Dec. 15, 1950.

This cause settled and dismissed with prejudice to a new action.
Each party to pay the expenses of their own witnesses.
Other costs to be paid by defendant.
No record.

Marion B. Owen
Trial Judge

APPROVED BY:
Hoopes & Hoopes
Attorneys for Plaintiff

Todd Hoopes
Sanders & Grigsby
Attorneys for Defendant

" ADL

JOURNAL ENTRY
Emanuel Rausch,
Plaintiff,
-vs-
Edward Brown and Luther Brown,
Defendants.

Case No. 16630
Filed Dec. 16, 1950.

This day this cause came on to be heard on the motion of plaintiff for a new trial. The Court being fully advised in the premises finds that said motion is not well taken and overrules the same.

Exceptions noted for plaintiff.

F. LeRoy Allen
Common Pleas Judge

APPROVED BY:
William L. Coleman
Attorneys for Plaintiff

Sanders & Grigsby
Attorneys for Defendant
" "ADL—

ENTRY
Dorotha Youngblood,
Plaintiff,
-vs-
Leo Youngblood,
Defendant.

Case No. 16737
Filed Dec. 16, 1950.

Now comes the plaintiff, and the defendant having been duly served with summons and a copy of the petition herein, and having failed to appear, the Court finds him in default for answer and demur to said petition, and finds the allegations thereof are confessed by him to be true. The Court also finds that the plaintiff was, at the time of filing her petition, a bonafide resident of the County of Union.

The Court further finds upon the evidence adduced that the defendant has been guilty of gross neglect of duty and that by reason thereof the plaintiff is entitled to alimony out of the estate of her husband, the said defendant. The Court further finds that since the filing of the petition herein plaintiff and defendant have entered into an agreement as to the alimony and property rights of the parties as follows:

The defendant shall pay to the plaintiff the sum of $7500.00 (Seventy-five Hundred Dollars as follows: $2000.00 (Two Thousand Dollars) in cash and the remaining $5500.00 (Fifty-five Hundred Dollars) in payments of $50.00 (Fifty Dollars) per month. The defendant shall also pay to plaintiff the sum of $40.00 (Forty Dollars) per month for the support of the minor children of the parties. The plaintiff shall also have as alimony all of the household goods of the parties excepting the personal belongings of the defendant.

The defendant shall have the restaurant property of the parties in Plain City, Ohio, including the entire business and all equipment and stock of merchandise and shall also have the restaurant property in Richwood, Ohio, and all of the proceeds of the sale thereof, and shall also have the automobile which he now owns.

The Court being fully advised in the premises finds that the terms of said settlement are fair and equitable and does therefore confirm the same.

It is, therefore, ordered by the Court that the defendant pay to the plaintiff the sum of $7500.00 (Seventy-five Hundred Dollars) as follows: $2000.00 (Two Thousand Dollars) in cash forthwith and the remaining $5500.00 (Fifty-five Hundred Dollars) in cash at the rate of $50.00 (Fifty Dollars) per month; that the defendant pay plaintiff for the support of their minor children the sum of $40.00 (Forty Dollars) per month until the further order of the Court; that the plaintiff have and possess as alimony all of the household goods of parties, excepting the personal belongings of the defendant; that the payment of said balance of $5500.00 (Fifty-five Hundred Dollars) be a lien upon the property herein awarded to the defendant until the full amount thereof is paid; that the defendant have said restaurant property in Plain City, Ohio, including all the business, equipment and stock of merchandise, said restaurant property in Richwood, Ohio, including the proceeds of the sale thereof and the automobile which he now possesses.

It is further ordered that the defendant pay the costs herein.

F. LeRoy Allen
JUDGE

APPROVED:
Sanders & Grigsby
Attorneys for Plaintiff

Hoopes & Hoopes
Attorneys for Defendant
" ADL—

ENTRY
Richard Eaggleston,
Plaintiff,
-vs-
Beulah Marie Eaggleston,
Defendant.

Case No. 16756
Filed Dec. 16, 1950.

This day this cause settled and dismissed without record, costs paid.

F. LeRoy Allen
JUDGE

APPROVED:
Hoopes & Hoopes
Attorneys for Plaintiff
" "ADL—

ENTRY
Frank Smith,
Plaintiff,
-vs-
Edna M. Smith,
Defendant.

Case No. 16754
Filed Dec. 20, 1950.

On motion of the plaintiff this cause is dismissed without record, costs paid.

F. LeRoy Allen
JUDGE

APPROVED:

C. A. Hoopes
Attorneys for Plaintiff
" ADL—

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Della M. Staley,
Plaintiff,
-vs-
Walter M. Staley, Jr., et al.,
Defendants.

Case No. 16368
Filed Dec. 20, 1950.

This cause settled and dismissed without record, at Plaintiffs' cost.

F. LeRoy Allen
JUDGE

APPROVED:
Hoopes & Hoopes
Attorneys for Plaintiff

Clifton L. Caryl
Attorneys for Defendant
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

1.	Cyrus Turner	7.	B. W. Cline
2.	Glenna Hartman	8.	Ernest Nicol
3.		9.	Harry Schalip
4.	Amy Pacha	10.	Herbert G. Gugel
5.	Clyde Andrews	11.	Helen Clark
6.	Warren Sturgeon	12.	Edith Johnson

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Daniel Kelly,
Plaintiff,
-vs-
Charles Morgan, et al.,
Defendants.

Case No. 16634
Filed Dec. 26, 1950.

This matter coming on to be heard on the motion of plaintiff for final distribution of proceeds of the sale heretofor confirmed by a previous order of this court, the court finds that there are two unpaid bills which are proper expenses of the action, towit: an auctioneer fee of $25.00 to Fred Simpson, and $2.50 additional advertising cost owed to The Evening Tribune.

It is ordered that the Sheriff from the balance of the proceeds in his hands amounting to the sum of $5075.22, pay Fred Simpson, auctioneer, a fee of $25.00, and The Evening Tribune advertising bill of $2.50.

It is further ordered that the balance of the proceeds in the hands of the Sheriff amounting to the sum of $5047.72 be paid to Paul J. Ryan, executor of the Estate of Edward H. Morgan, deceased; that Paul J. Ryan as executor distribute the proceeds of the partition sale and account for said sum to the Probate Court of Union County as provided by law.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:
Sanders & Grigsby
Attorneys for Plaintiff
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Wyllie Trees and C. M. Trees,
Plaintiffs,
-vs-
The Pennsylvania Railroad Company,
a Corporation,
Defendant.

Case No. 16413
Filed Dec. 23, 1950.

This day this cause came on to be heard on the question heretofore ordered to be determined by a jury and thereupon came the following named persons as jurors, towit:

Helen Clark	Clyde Andrews	Ernest Nicol
Cyrus Turner	Warren Sturgeon	Harry Schalip
Glenna Hartman	H. G. Herd	Herbert Gugel
Amy Pacha	B. W. Cline	Edith Johnson

who were duly impaneled and sworn according to law.

And thereupon, after hearing the evidence, arguments, and charge of the Court, and after due deliberation, the said jury returned their verdict in writing, signed by each of the twelve concurring jurors, as follows, towit: "We, the Jury, being duly impaneled and sworn, find upon the issues joined between the plaintiff and defendant upon the matter set out in the plaintiff's petition, in favor of the plaintiff and that there is due to the plaintiff from the defendant the sum of One Thousand Dollars.

We further do so render our verdict upon the concurrence of eleven members of our said Jury, that being three-fourths or more of our number. Each of us said Jurors concurring in said verdict signs his name hereto this 20th day of December, 1950."

Signed,

Helen Clark	B. W. Cline
Cyrus Turner	Ernest Nicol
Glenna Hartman	Harry Schalip
Amy Pacha	Herbert Gugel
Clyde Andrews	Edith Johnson
Warren Sturgeon	

APPROVED:
William L. Coleman
Attorney for Plaintiff

Hoopes & Hoopes
Attorney for Defendant

F. LeRoy Allen
JUDGE

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Flossie E. Herman,
Plaintiff,
-vs-
Ralph Raymond Campbell,
Defendant.

Case No. 16751
Filed Dec. 23, 1950.

For good cause shown, the Court hereby grants the Defendant, Ralph Raymond Campbell, additional time to plead.

It is ordered that the Defendant, Ralph Raymond Campbell, have additional time to and including Saturday, January 13th, 1950, to plead in this cause.

F. LeRoy Allen
JUDGE

APPROVED BY:
Sanders & Grigsby
Attorney for Plaintiff

William L. Coleman
Attorney for Defendant
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

It is further ordered that the defendant, John J. Moyer, pay to the Clerk of this Court or directly to Plaintiff's counsel the sum of $100.00 on attorney fees within one week from date, to apply on final attorney fees.

F. LeRoy Allen
JUDGE

APPROVED:
William L. Coleman
Attorney for Plaintiff

C. A. Faulkner
Attorney for Defendant
" " " "

It is further ordered by the Court that a copy of said notice of intention to appeal, together with a copy of this Entry, be forthwith transmitted by the Clerk of this Court by registered mail to the said T. J. Kauer, Director of Highways of the State of Ohio, at Columbus, Ohio.

It is further ordered that this cause be continued to the said day and time hereinbefore fixed for further proceedings.

F. LeRoy Allen
JUDGE

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

APPOINTMENT
Appointment of George Schlegel
As a Member of the Soldiers Relief Commission. Filed Jan. 4, 1951.

COMMON PLEAS COURT, UNION COUNTY, OHIO. Oct. 29, 1950.

THIS IS TO CERTIFY, That I have this day appointed George Schlegel, Marysville, Ohio, a member of United Spanish War Veterans and a resident of said County, as a MEMBER OF THE SOLDIERS' RELIEF COMMISSION of said Union County, Ohio, to serve for a period of five years from this date.

F. LeRoy Allen
Judge of the Common Pleas Court,
Union County, Ohio.

OATH OF OFFICE

The State of Ohio, Union County, ss.

I, George Schlegel, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Ohio, and I will faithfully discharge the duties devolving upon me as a Member of the Soldiers' Relief Commission of Union County, Ohio.

George Schlegel

Sworn to before me and signed in my presence this 4th day of January, 1951.

Helen L. Sullivan
(SEAL) Clerk of Courts, Union County, O.

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY - Decree of Divorce
Mabel Henderson,
Plaintiff,

Case No. 16750
Filed Jan. 6, 1951.

-vs-
Wayne Henderson,
Defendant.

And now comes the said Plaintiff, by her Attorney, and the Defendant having been duly served with summons and a copy of the petition herein the Court finds that the Defendant is in default for answer or demurrer to the petition, thereby confessing the allegations thereof 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 prior thereto and was, at the time of filing said petition and for at least thirty days immediately preceding the same, a bona fide resident of this County of Union and that the parties hereto were married on the 19th day of October, 1943, as in said petition set forth.

The Court further finds, upon the evidence adduced, that the Defendant has been guilty of gross neglect of duty and extreme cruelty and by reason thereof the Plaintiff is entitled to a divorce as prayed for.

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

It is further ordered that the custody, care, education and control of the children, towit: (No Children) of the said parties hereto be * * *

It is further ordered by the Court that defendant pay the mortgage to the City Loan Company upon the household goods now in plaintiff's possession.

It is further considered by the Court that the said plaintiff pay the costs of this prosecution.

F. LeRoy Allen
JUDGE

APPROVED:
William J. Porter
Plaintiff's Attorney
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
IN THE MATTER OF THE APPROPRIATION OF AN EASEMENT FOR HIGHWAY PURPOSES OVER THE LANDS OF LAWRENCE HALL ET AL AND NECESSARY IN THE CONSTRUCTION AND IMPROVEMENT OF U. S. ROUTE NO. 33, SECTIONS (0.00-2.88) IN FRANKLIN COUNTY AND U. S. ROUTE NO. 33, SECTIONS (23.34-23.65) IN UNION COUNTY, OHIO

Case No. 16765
Filed Jan. 13, 1951.

On this 26th day of December, 1950, this matter came on for hearing on the oral motion made by the attorneys representing the Highway Director, to strike the following as appears on page two of the Notice of Appeal, towit:

> "Further the appellants deny that it is desirable and necessary for the public convenience and welfare to appropriate any part or all of said property or limit the access to the residue."

and on consideration thereof the court finds said motion well taken and it is ordered that the same be, and it hereby is stricken therefrom, to which order and findings exceptions are saved on behalf of the Appellants.

And this cause coming on further for hearing on all other preliminary questions, and for the examination of the papers and proceedings, and there being no further objections made, the court on the examination of the papers and proceedings, find that the said proceedings are substantially regular, and said appeal properly perfected.

And this cause coming on further to be heard, by agreement of counsel representing the parties, it is ordered that this cause be continued for further proceedings which shall be within 90 days of the date of the filing hereof, at which time the same shall be assigned for trial on motion of either party hereto.

F. LeRoy Allen
F. LeRoy Allen, Judge

APPROVED:

Myers & Hoopes
Attorneys for Appellants.

C. William O'Neill
Attorney General

by Hugh W. Kirkwood, Jr.
Assistant Attorney General

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Marvin Herron,
Plaintiff,
-vs-
The Galion Iron Works Mfg. Co.,
Defendant.

Case No. 16607
Filed Jan. 13, 1951.

This day this cause settled and dismissed with prejudice to a future action, costs paid. No Record.

F. LeRoy Allen
JUDGE

APPROVED:
Clifton L. Caryl
Attorney for Plaintiff

Hoopes & Hoopes
Attorneys for Defendant
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
IN RE: The appointment of an Assistant Prosecuting Attorney.

Filed Dec. 4, 1950.

This day this cause came on to be heard upon the application of the Prosecuting Attorney and the Court being fully advised in the premises finds that said application is reasonable and that it would be for the best interests of Union County, Ohio, that Joseph B. Grigsby be appointed Assistant Prosecuting Attorney of Union County, Ohio.

It is therefore the order of this Court that Joseph B. Grigsby be, and he hereby is appointed Assistant Prosecuting Attorney of Union County, Ohio, without compensation from the 4th day of December, 1950, for the remainder of the year, 1950.

12/4/50

F. LeRoy Allen
JUDGE

APPROVED BY:
Luther L. Liggett
Prosecuting Attorney

" " " "

sociation and renders personal judgment in its favor against Herman Holloway and Hazel Holloway for said amount. That on the same day Herman Holloway and Hazel Holloway executed and delivered to the Citizen's Federal Savings and Loan Association their mortgage deed thereby conveying the premises described in the Petition. Said mortgage was conditioned in substance upon the payment of the note herein above described. Said mortgage was filed for record on the 31st day of March, 1948, at 10:15 o'clock A.M., and recorded in Vol. 132, Page 526, of the Mortgage Records of Union County, Ohio, and is the first and best lien on said premises.

The Court further finds that the Plaintiff, Elma R. Boyd, recovered a judgment on a cognovit promissory note against the Defendant, Herman Holloway, for the amount of $226.85 with interest thereon at 6% from 14 February, 1950, which judgment with costs remains unpaid. Which judgment was obtained in the Common Pleas Court of Union County, Ohio, in Case No. 16579. That the Plaintiff caused a certificate of judgment to be issued upon the above judgment which was filed in Certificate of Judgment Docket in the Office of theClerk of Courts of Union County, Ohio, on 16 February, 1950, in Vol. 1 at Page 373 and on which day said judgment became a lien on the real estate described in the Petition of the Plaintiff and which is the second best lien upon the real estate described.

The Plaintiff says the Defendants, Herman Holloway, and Hazel Holloway are the owners of the equity of redemption in said premises.

It is further ordered, adjudged, and decreed that unless the sums heretofore found due the Plaintiff Elma R. Boyd and the Defendant the Citizen's Federal Savings and Loan Association, are paid within days from the entry of this decree, together with the costs of this action, the equity of redemption of the Defendants, Herman Holloway and Hazel Holloway, shall be foreclosed, and the real estate described in the Petition shall be sold by the Sheriff of this County free from all claims, rights, or interests of any or all of the parties to this action, that immediately after said three days, an order of sale shall issue to the Sheriff of Union County, Ohio, directing him to sell said premises as upon execution, and it is hereby ordered, adjudged, and decreed that out of the proceeds of said sale the Sheriff shall pay as follows:

1. To the Sheriff of Union County, Ohio, and the Clerk of Courts their fees and costs in this action.

2. To the Treasurer of Union County, Ohio, all taxes and assessments, interest and penalties found due against said premises.

3. To the Defendant, the Citizen's Federal Savings and Loan Association the sum of $1788.58 with interest at 6% per annum from the 31st day of October, 1950, until paid.

4. To the Plaintiff, Elma R. Boyd, the sum $226.85 with interest at 6% from 14 February, 1950, until paid plus the costs in the cognovit judgment case.

5. To the Clerk of Courts any balance left after payment of the aforesaid claims, said sum, if any, to be distributed according to the further order of this Court as hereinafter determined.

F. LeRoy Allen
JUDGE

APPROVED:

Robert F. Allen
ROBERT F. ALLEN, Attorney for Plaintiff

HOOPES & HOOPES
By C. A. Hoopes
C. A. HOOPES, Attorneys for the Defendant,
Citizen's Federal Savings and Loan.

" " " "

($1,200.00); and that the Defendant has earned a salary of approximately Four Thousand Eight Hundred Dollars ($4,800.00) in the past and that owing to the condition of his health and the fact that his job will be merely supervisory henceforth he will earn a salary of approximately Four Thousand Seven Hundred Dollars ($4,700.00) from the Ohio Edison Company and that the condition of the Defendant's health is not good; that it further appearing to the Court that the Plaintiff should have as and for permanent alimony the household goods and furnishings and the sum of Two Thousand Dollars ($2,000.00), said Two Thousand Dollars ($2,000.00) to be paid within sixty (60) days from the date of this Entry and Plaintiff is to relinquish possession of the house within the same time and Plaintiff's rights in the property of the Defendant in the real property belonging to the parties and the automobile of the Defendant is hereby extinguished and the Plaintiff is barred from any rights therein, and Defendant is barred from any rights in the personal property herein awarded to the Plaintiff; and that the Defendant shall pay to the Plaintiff as alimony for the support of his said daughter, Rheba Moyer, the sum of Ten Dollars ($10.00) per week until the further order of the Court, and that each party shall bear his own court costs, it is so ordered and the costs are taxed accordingly, court cost deposits applied.

Marion B. Owen
JUDGE

APPROVED BY:
C. A. Hoopes
William L. Coleman
WILLIAM L. COLEMAN, ATTORNEY FOR PLAINTIFF

C. A. Faulkner
CARLOS FAULKNER, ATTORNEY FOR DEFENDANT
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Flossie E. Herman,
Plaintiff,
-vs-
Ralph Raymond Campbell,
Defendant.

Case No. 16751
Filed January 6, 1951.

This day this cause came on to be heard upon the Demurrer to the Petition filed by the Defendant, Ralph Raymond Campbell, and the Court, upon consideration thereof, finds said Demurrer well taken and that there is a misjoinder of causes of action in the Plaintiff's petition, to which finding the Plaintiff excepts.

Plaintiff having in open court filed his oral motion that Ralph R. Campbell as Executor of the Estate of Bertha Lewis Ware, deceased, be made a party defendant herein, and no objection having been presented thereto, it is ordered by the Court that the said Ralph R. Campbell, as Executor of the Estate of Bertha Lewis Ware, deceased, be made a party defendant to this action and thereupon William L. Coleman, as attorney for the Defendant and for said Ralph R. Campbell, Executor of theEstate of Bertha Lewis Ware, deceased, waived the issuing and service of summons and entered the appearance of said Ralph R. Campbell, Executor of the Estate of Bertha Lewis Ware, deceased, as a party defendant to this action.

It is further ordered that the Plaintiff be given permission to file an Amended Petition herein omitting the Fifth cause of action as set forth in said Petition on or before the 3rd day of February, 1951.

F. LeRoy Allen
JUDGE

APPROVED BY:

BY: Sanders & Grigsby
SANDERS AND GRIGSBY, ATTORNEYS FOR PLAINTIFF

William L. Coleman
WILLIAM L. COLEMAN, ATTORNEY FOR DEFENDANT
RALPH RAYMOND CAMPBELL, PERSONALLY.

William L. Coleman
WILLIAM L. COLEMAN, ATTORNEY FOR DEFENDANT
RALPH R. CAMPBELL, EXECUTOR OF THE ESTATE OF
BERTHA LEWIS WARE, DECEASED.
" "ADL←

ORDER FOR DERVICE BY PUBLICATION
Wm. R. Monroe,
126 Pearl St.,
Richwood, Ohio,
Plaintiff,
-vs-
Billie Sue Monroe,
Drive 1, Apt. 120,
Western Heights,
Knoxville, Tenn,
Defendant.

Case No. 16777
Filed Jan. 22, 1951.

This cause coming on for hearing upon the Affidavit of the Plaintiff that the residence of the Defendant, Billie Sue Monroe, is Drive 1, Apt. 120, Western Heights, Knoxville, Tenn., and that she is not a resident of the State of Ohio and that service of summons cannot be made upon her in the State of Ohio, the Court finds that the allegations of said Affidavit are true.

It is therefore ordered by the Court that notice of the pendency of this action and the substance and prayer of the Petition be made on said Defendant by publication in the manner and for the time provided by law for service on non-resident defendants and that the publication shall be made for six consecutive weeks in the Richwood Gazette, a weekly newspaper of general circulation in the County of Union and State of Ohio, and printed in said County once a week for six consecutive weeks.

F. LeRoy Allen
JUDGE

" "ADL←

JOURNAL ENTRY
Virginia Lowry,
Plaintiff,
-vs-
Gerald Everett Lowry,
Defendant.

Case No. 16673
Filed Jan. 27, 1951.

This day this cause came on to be heard upon the filing of a motion by plaintiff for a rule of contempt, and for good cause shown the court finds said motion is well made and the same is hereby sustained.

It is therefore ordered that the defendant be and appear before the Hon. F. LeRoy Allen, Judge of the Court of Common Pleas, at the Courthouse of Union County, Ohio, Saturday, the 3rd day of February, 1951, at 10:00 A.M. and then and there to show cause, if any he has, why he should not be punished as for contempt of court.

A copy of this entry delivered to the defendant shall constitute sufficient notice of the above order.

F. LeRoy Allen
JUDGE

APPROVED BY:
Sanders & Grigsby
Attorneys for Plaintiff
" "ADL←

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
George Kumbo,
Plaintiff,
-vs-
C. R. Baker,
Defendant.

Case No. 16684
Filed Jan. 27, 1951.

This cause came on to be heard on the return of the Sheriff of the writ of execution issued herein, with his report of his proceedings and sale of personal property under said writ. And the court, having carefully examined the said proceedings, being satisfied that the said sale has, in all respects, been made in conformity to the provisions of the statute in such cases made and provided find the same to be legal, and due, therefor approve and confirm the same.

And it further appearing to the court that the purchaser of two blankets for $14.00, one bike for $30.00 and one knee boot for $9.00, is the defendant named in this cause and in whose favor a judgment was heretofore rendered against the plaintiff, and that said judgment remains unpaid in the sum of $1,075.38, by reason thereof no deposit or payment was made to the Sheriff by the said purchaser. It is therefor ordered that the Clerk cause a credit in the amount of $53.00 to be applied upon his judgment against the said plaintiff.

And the court coming now to distribute the proceeds from the sale of the said remaining personal property, towit, one harness for $50.00, one stall guard for $4.00, one stall guard for $4.00, and one trunk of miscellaneous equipment for $3.50, the total amount being $61.50, it is ordered that the clerk out of the said money placed in her hands by the Sheriff pay:

1. The costs of this action, taxed at $23.27
2. To the defendant, C. R. Baker, the balance of the said money remaining, in said clerk's hands, towit, to be applied as a credit upon his judgment against the said plaintiff $38.23

And there still remaining due to the said C. R. Baker the sum of $984.15, it is considered that he recover the same from the plaintiff, George Kumbo; and execution is awarded therefor.

F. LeRoy Allen
JUDGE

" "ADL-

ENTRY
State of Ohio, ex rel,
Pauline Fern Smith,
Plaintiff,
-vs-
Francis I. Gilbert,
Defendant.

Case No. 16510
Filed Jan. 27, 1951.

On oral motion of the defendant and on good cause being shown it is ordered that the further carrying out of the sentence of the defendant for contempt is hereby suspended and the said defendant, Francis I. Gilbert, is ordered released forthwith from the Union County jail.

F. LeRoy Allen
JUDGE

APPROVED:
Myers & Hoopes
Attorney for Plaintiff

" "ADL-

ENTRY
Opal Howard,
38 Kelso Road,
Columbus, Ohio,
Plaintiff,
-vs-
Marlin Shouse,
Hazelton, Indiana, and
Velmer L. Hall,
Hazelton, Indiana,
Defendants.

Case No. 16694
Filed Jan. 30, 1951.

Case settled and dismissed by agreement of the parties. Costs paid. No record.

F. LeRoy Allen
JUDGE

Knepper, White & Dempsey
Attorneys for Defendants,
22 West Gay Street,
Columbus, Ohio.

Joseph, McClelland & McConnaughey
Attorneys for Plaintiff,
17 S. High Street,
Columbus, Ohio.

" "ADL-

JOURNAL ENTRY
Harold L. Harrington, a minor
by Joe Harrington, his father
and next friend,
Plaintiff,
-vs-
Herman C. Blumenschein and
Drew T. Adams,
Defendants.

Case No. 16755
Filed Feb. 8, 1951.

This day this cause came on to be heard upon the Application of the Defendant, Drew T. Adams, for authority to file his Separate Answer out-of-rule date.

It appearing to the Court that said request is reasonable and should be granted,

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

said defendant, Drew T. Adams, is hereby granted authority to file said Separate Answer.

F. LeRoy Allen
JUDGE

APPROVED BY:
Sanders & Grigsby
SANDERS AND GRIGSBY, ATTORNEYS FOR PLAINTIFF

William L. Coleman
WILLIAM L. COLEMAN, ATTORNEY FOR
DEFENDANT, DREW T. ADAMS
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
The Taggart Coal and Supply Company,
Plaintiff,
-vs-
S. A. Rowland,
Defendant.

Case No. 16762
Filed Feb. 10, 1951.

Now comes the plaintiff by its attorneys, 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. Whereupon the court takes the account and finds that the defendant owes the Plaintiff the sum of $144.70.

It is therefore considered by the court that said plaintiff, The Taggart Coal and Supply Company, recover from the defendant, S. A. Rowland, said sum of $144.70 and its costs herein expended. Judgement is awarded for said sum of $144.70.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:
Sanders & Grigsby
Attorneys for Plaintiff

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

The Court being fully advised in the premises accepted the plea of guilty and inquired of Floyd Sullivan if he had anything to say why judgment should not be pronounced against him and he showed no good and sufficient cause why judgment should not be pronounced.

It is therefore, considered by the Court that the said defendant stand convicted of the charge in the information and that the defendant's right to drive be suspended for a period of one year from the date of this order and that he deliver his driver's license to the Clerk of this Court for said period of one year. It further being made appeared to the Court that the general public's good does not demand or require that the defendant be immediately sentenced it is therefore ordered and adjudged by the Court that imposition of sentence in this case be, and the same hereby is, suspended for a period of one year, and the defendant is placed on probation for the said period of one year from the date of this entry, under the supervision of this Court, reporting once each month to the probation officer, Fred Ell, and on condition of good behavior, and that the defendant pay the costs of this prosecution for which execution is awarded.

F. LeRoy Allen
JUDGE

APPROVED:
Luther L. Liggett
Prosecuting Attorney

" " " "

It is further considered by the Court that the said Plaintiff pay the costs of this prosecution.

F. LeRoy Allen
JUDGE

APPROVED:
Clifton L. Caryl
Attorney for Plaintiff

EXHIBIT "A".
SEPARATION AGREEMENT

This contract of agreement made and concluded at Marysville, Ohio, this 3rd day of February, 1951, by and between Mary Elizabeth Brown and Lawrence Harold Brown, husband and wife. WITNESSETH that whereas serious difficulties have arisen between the parties hereto rendering it impossible for them to live together during the remainder of their natural lives and they have agreed upon an immediate separation and hereby agree to live separate and apart.

It is further agreed by and between the parties hereto that each of the said parties shall hold as his own all property and personal effects and that the party shall have no interest in the same and that neither party upon the death of the other shall share in the estate of such parties nor shall either party contract or incur any debts or obligations against the other party.

It is further agreed that Lawrence Harold Brown shall pay as and for the support of Patricia Ann and William George Brown the sume of $20.00 per week, said payments shall be subject to modification by the Court of Common Pleas, Union County, Ohio.

It is further agreed that the divorce case now pending between the parties hereto, that in the event a divorce should ever be granted that this agreement shall become a part of the decree.

IN WITNESS WHEREOF, the parties have set their hands to the foregoing agreement this 3rd day of February, 1951.'

Mary Elizabeth Brown

SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF:

Lawrence H. Brown

Clifton L. Caryl

Arleta McCarty

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

APPROVED:

Luther L. Liggett
Attorney for Plaintiff
" "ADL-

JUDGMENT ENTRY
Robert F. Bill,
Plaintiff,

Case No. 16775
Filed March 3, 1951.

-vs-
Phyllis M. Bill,
Defendant.

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

The court also find that the plaintiff at the time of filing his petition had been a resident of the State of Ohio for one year next preceding the same, and was at that time a bona fide resident of this County of Union, and that the parties hereto were married as in said petition set forth; that there are no children the issue of said marriage, and that there are no property rights to be settled between the parties.

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, adjudged and decreed that the marriage contract heretofor existing between Robert F. Bill and Phyllis M. Bill be, and the same hereby is, dissolved, and both parties are released from the obligations of the same. It is further decreed that the defendant be, and she hereby is restored to her maiden name of Phyllis M. Rogers. Costs are taxed to plaintiff.

F. LeRoy Allen
Common Pleas Judge

APPROVED BY:

Sanders & Grigsby
Attorneys for Plaintiff

John R. Beck
Attorney for Defendant
" ADL-

ENTRY
The Ohio Grain Company,
Plaintiff,

Case No. 16545
Filed March 3, 1951.

-vs-
Victor Vertner, et al.,
Defendants.

This cause settled and dismissed without record, costs paid.

F. LeRoy Allen
JUDGE

APPROVED:
Hoopes & Hoopes
Attorneys for Plaintiff
" ADL-

JOURNAL ENTRY
T. P. Sieg,
Plaintiff,

Case No. 16783
Filed March 5, 1951.

-vs-
The Council of the Village of Richwood, Union County, Ohio,
Defendant.

This action came on to be heard and considered by the Court upon Plaintiff's Petition on behalf of himself and other taxpayers seeking to enjoin the Defendant, The Council of the Village of Richwood, Union County, Ohio, from proceeding with the issuance and sale of Ten Thousand Dollars ($10,000.00) notes of Defendant village on the ground that the election, at which more than the statutory majority voting upon the question of issuing such bonds voted in favor thereof, was void, on account of an error in the printing of the ballots wherein it was stated that the average levy to service the bonds of .00081 mills for each one dollar of valuation, amounted to eighty-one thousandths of a dollar ($.081) for each one hundred dollars of valuation instead of correctly stating that such average levy of .81 mills for each one dollar of valuation amounts to eighty-one thousandths of a dollar ($.081) for each one hundred dollars of valuation.

To said Petition Defendant answered denying that any electors were deceived by such error in the ballots as to the true levy necessary to service the bond issue and alleged that the election was in all respects valid.

Said action was heard upon the pleadings and upon evidence offered and introduced by the Plaintiff and Defendant.

Upon consideration of the issue thus made, towit, the validity of the election, the court finds there is no evidence in this case to indicate that the Plaintiff or any other taxpayer of the Defendant village was in fact mislead as to the actual average levy necessary to service the bonds in question throughout the life of the issue.

It is accordingly held that the election held on November 7, 1950, in the Village of Richwood, Union County, Ohio, upon the question of issuing Ten Thousand Dollars ($10,000.00) in bonds to purchase fire apparatus was not invalidated by the error in the ballots stating that the average .00081 mills for each one dollar of valuation, amounts to eighty-one thousandths of a dollar ($.081) for each one hundred dollars of valuation, instead of correctly stating that such average levy of .81 mills for each one dollar of valuation amounts to eighty-one thousandths of a dollar ($.081) for each one hundred dollars of valuation.

Plaintiff's Petition is accordingly dismissed at Plaintiff's costs.

James F. Bell
Judge sitting in Union County by designation of the Chief Justice
" "ADL-

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Catherine E. Hennessey,
R.R., Plain City, Ohio,
-vs- Plaintiff,
J. Orren Moreland,
R.R., Plain City, Ohio,
Defendant.

Case No. 16758
Filed March 5, 1951.

This day this cause came on for trial and by agreement of counsel was submitted to the Court on the pleadings, evidence, exhibits and argument of counsel on the question of the legal or equitable effect of the alleged lease between the parties only.

And on consideration thereof and the defendant having asked the court for separate findings of facts and conclusions of law, the court finds:

That both parties hereto intended the signed instrument to be a valid 5-year lease according to the terms thereof. That at the time of signing both parties were in agreement on and satisfied as to the terms of the lease. That the including of attestation by witnesses and the acknowledgment of the signature of the lessor would not in fact create rights and liabilities other than those intended by the parties.

That the instrument is invalid to create a legal estate in the land. That entry and possession of the land under this instrument creates a tenancy of less than the term called for therein. That said tenancy is one from year to year. That under the facts the defendant is not entitled to reformation of the instrument or to specific performance thereof as reformed.

And further the court finds that the plaintiff is entitled to repossess herself of the premises as in her first and former estate at the end of the first term, towit, March 31, 1951. Therefore it is hereby ordered and decreed by the court that the said plaintiff have possession and occupancy of said premises and that she be restored to her former estate therein, and that the defendant vacate the same on or before March 31, 1951. And on his failure so to do that execution be and the same is hereby awarded against him for restitution thereof.

Exceptions saved for the defendant.

And by agreement of counsel it is ordered by the court that all questions of damages due from defendant to plaintiff for alleged breech of contract, and from the plaintiff to defendant for insurance premiums paid in advance or for fertilizer and grass seed from which plaintiff will benefit be and they are hereby reserved for further consideration.

Exceptions saved for the defendant.

It is further considered by the court that the costs, to date, be and the same are hereby assessed against the plaintiff.

James F. Bell
James F. Bell, Judge, sitting in Union County by designation of the Chief Justice.

APPROVED:
Myers & Hoopes
Attorneys for Plaintiff

Sanders & Grigsby
Attorneys for Defendant

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Lucile I. Perkins,
Plaintiff,
-vs-
D. Lynn Perkins, aka Durward L. Perkins,
Defendant.

Case No. 16788
Filed March 14, 1951.

This day this cause came on to be heard upon the petition of plaintiff, and motion of plaintiff for an injunction restraining defendant from conveying the real estate described in the petition or any real estate owned by plaintiff, and from transferring by check, draft, or other negotiable instrument any bank account belonging to plaintiff.

It is ordered by the court that a hearing on said injunction be had before this court on the 17th day of March, 1951, at 10:00 A.M.

It is further ordered that service of a copy of this entry on defendant shall constitute notice as to the time and place of said hearing.

F. LeRoy Allen
COMMON PLEAS JUDGE

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Emma Williams,
Plaintiff,
-vs-
Wilford F. Williams, and
Ray Williams and Wilford
F. Williams dba Williams
Dry Cleaning,
Defendants.

Case No. 16792
Filed March 21, 1951.

MOTION

Now comes Emma Williams, plaintiff herein, by her attorney, Luther L. Liggett, and moves the Court for an order restraining the defendant, Wilford F. Williams from molesting plaintiff in the place where she now resides.

Luther L. Liggett

ENTRY

TO THE CLERK:

Let temporary restraining order be issued as prayed for until further order of this Court, no bond required.

3/21/51 F. LeRoy Allen
JUDGE

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Oliver P. Hall, Executor of
the Estate of Emma Gertrude
Hall, deceased,
Plaintiff,
-vs-
Erie Railroad Company,
Defendant.

Case No. 16763
Filed March 29, 1951.

Cause settled and dismissed with prejudice. Costs paid. No record.

F. LeRoy Allen
JUDGE

APPROVED:
Robert F. Allen
Attorney for Plaintiff

Burgen, Fulton & Fullmer
Strelitz, Halberstein & Mitchell
Attorneys for Defendant
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Blanche I. Morrison,
Plaintiff,
-vs-
Thomas J. Morrison,
Defendant.

Case No. 16246
Filed April 9, 1951.

This day this cause came on for hearing on the application of Blanche Morrison Chase, the plaintiff, for citation of Thomas J. Morrison, the defendant, to appear and show cause why he should not comply with the former order of this Court. On consideration of said application, it is ordered by the Court that the said defendant, Thomas J. Morrison, be and appear before this Court on the 14th day of April, 1951, at 10:00 A.M., and then and there show cause if any he may have, why he should not comply with the former order of this Court and support his children, or stand in contempt.

It is further ordered that the said defendant be given notice of the pendency hereof by service of a copy of the Application and this Entry at least five days before said time set for hearing.

F. LeRoy Allen
JUDGE

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Virginia Lowry,
Plaintiff,
-vs-
Gerald Everett Lowry,
Defendant.

Case No. 16673
Filed April 10, 1951.

This matter coming on to be heard by the court on the motion of plaintiff for a citation of contempt, and an affidavit for arrest of defendant for failure to answer previous citations, the court find upon the evidence adduced and examination of the defendant, that defendant has failed to contribute anything toward the support of his minor daughter since the divorce action was begun June 24, 1950, and that the defendant is therefore in contempt of the previous orders of this court.

It is therefore ordered, adjudged and decreed that the defendant shall as a condtion of purging himself of this contempt, pay to the Clerk of Courts of Union County, Ohio, a minimum of $15.00 per week, all over $10.00 shall be applied on the amount in which he is now in arrears, said amount including court costs and attorney fees heretofore awarded.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:
Sanders & Grigsby
Attorneys for Plaintiff
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
State of Ohio,
Plaintiff,
-vs-
John Garvey,
Defendant.

Case No. 3256
Filed April 14, 1951.

Upon oral motion of the defendant by his attorney, Harvey Crow, to set bond for the defendant, the Court being fully advised in the premises finds that the defendant has been released by Pickaway County under bond of $1,000.00 and that said defendant should be released on his own bond at the call of the Court. It is, therefore, ordered, adjudged and decreed that the defendant be released upon giving bond of $200.00. Same can be signed by him and another person in Union County and only one bond need be given for appearance or arraignment in Cases No. 3255 and No. 3256 at the call of the Court.

4/14/51 F. LeRoy Allen
JUDGE

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Howard C. Stierhoff,
Plaintiff,
-vs-
Mabel Nicol, Widow and unmarried; Geneva Stierhoff; Imo Covery and Napoleon Covert, her husband; Harry Stierhoff and Hazel Stierhoff, his wife; Elmer Stierhoff and Laura Stierhoff, his wife; Marie Pfarr and Glenn Pfarr, her husband; Verna Clevenger and Delmos Clevenger, her husband; Chester Stierhoff and Gertrude Stierhoff, his wife; Laura Anna Stierhoff, individually; Mabel Nicol, as Guardian of Laura Anna Stierhoff,
Defendants.

Case No. 16787
Filed April 17, 1951.

This cause coming on for hearing on the 16th day of April, 1951, on the Petition, the Answer of Luther L. Liggett, Trustee for Suit for Laura Anna Stierhoff, an incompetent, and the evidence, and the Court finds that it has jurisdiction of the subject matter and all the parties have been duly served with process or have voluntarily entered their appearance as to Tract No. 4 of the real estate described in the Petition and are now properly before the Court for purpose of dealing with Tract No. 4 and are in default.

The Court also finds that the Plaintiff is the owner of an estate in fee simple of an undivided one-twelfth interest in the real estate described as Tract No. 4 in the Petition;

That Defendant Imo Covert owns an undivided one-twelfth (1/12) interest in fee simple in said property;

That Defendant Harry Stierhoff owns an undivided one-twelfth (1/12) interest in fee simple in said property;

That Defendant Elmer Stierhoff owns an undivided one-twelfth (1/12) interest in fee simple in said property;

That defendant Marie Pfarr owns an undivided one-twelfth (1/12) interest in fee simple in said property;

That Defendant Verna Clevenger owns an undivided one-twelfth (1/12) interest in fee simple in said property;

That Defendant Chester Stierhoff owns an undivided one-twelfth (1/12) interest in fee simple in said property;

That Defendant Mabel Nicol owns an undivided one-twelfth (1/12) interest in fee simple in said property;

That Defendant Laura Anna Stierhoff, an incompetent, owns an undivided one-third (1/3) interest in fee simple in said property and that Mabel Nicol is her legal Guardian and duly appointed in the Probate Court of Union County, Ohio;

And that Plaintiff, Howard C. Stierhoff, is entitled to have partition made of said premises as prayed for in the Petition.

It is, therefore, ordered, adjudged and decreed that partition of said property be made and that J. Byron Galloway, W. E. Zolman and Fred Johnson, three disinterested and judicious freeholders of the vicinity are hereby appointed Commissioners to make the same.

It is further ordered that a Writ issue to the Sheriff of Union County, Ohio, commanding him that by the oath of said Commissioners 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 to be entitled, and of his proceedings herein the Sheriff is ordered to make due return.

F. LeRoy Allen
JUDGE

APPROVED BY:
William L. Coleman
WILLIAM L. COLEMAN
ATTORNEY FOR PLAINTIFF.
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Aetna Life Insurance Co.,
Plaintiff,
-vs-
Walter M. Staley, Jr., and
Ruby Staley,
Defendants.

Case No. 16790
Filed April 18, 1951.

This day this cause came on to be heard on the motion of defendants for additional time to plead in this cause.

The court being fully advised in the premises, grants defendants until the 21st day of May, 1951, to plead in this cause.

F. LeRoy Allen
COMMON PLEAS JUDGE

" " " "

and seventy 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 from said defendant the sum of Six Hundred and Seven dollars and Seventy cents, being the amount of said note and unpaid interest due thereon from the 21st day of April, 1951, to date of judgment; and also recover his costs herein expended, taxed at $_____, and interest on said judgment at 6 per cent. per annum, from said date of judgment until paid.

F. LeRoy Allen JUDGE

" "ADL"

JOURNAL ENTRY

Lucile I. Perkins,
Plaintiff,

-vs-

D. Lynn Perkins, aka Durward L. Perkins,
Defendant.

Case No. 16789
Filed April 23, 1951.

This day this cause came on to be heard upon the petition of plaintiff and the evidence, and the defendant, D. Lynn Perkins, also known as Durward L. Perkins, being in default for answer or demurrer to said petition, although having been duly served with summons and process herein, the Court finds that he admits the allegations of the petition to be true.

The Court further finds that the allegations set forth in the petition of plaintiff are true and plaintiff is entitled to the relief prayed for.

The Court further finds that plaintiff executed a power-of-attorney to defendant on the 8th day of March, 1951, which was thereafter recorded in Vol. 1 at page 379 of the record of Powers-of-Attorney of Union County, Ohio, and that the execution of said power-of-attorney was without consideration and was procured by the fraudulent representations of the defendant for the sole and only purpose of depriving plaintiff of her property fraudulently.

It is, therefore, ordered, adjudged and decreed that said power-of-attorney be and it hereby is revoked and held for naught.

The Court further finds that on the 12th day of March, 1951, the defendant conveyed as attorney-on-fact for plaintiff the real estate described in the petition to D. Lynn Perkins, and that the said D. Lynn Perkins and Durward L. Perkins are one and the same person, the defendant herein; that said deed was transferred on the tax duplicate of Union County, Ohio, to the name "D. Lynn Perkins" and was thereafter recorded by the Recorder of Union County, Ohio; that said conveyance was without consideration and constituted a fraud upon plaintiff.

It is, therefore, ordered, adjudged and decreed that said deed be revoked and cancelled and the defendant, D. Lynn Perkins, aka Durward L. Perkins, is hereby ordered to execute and deliver to plaintiff, Lucile I. Perkins, a good and sufficient warranty deed for said real estate subject to current taxes and a first mortgage lien to The First National Bank of Marysville, Ohio, for the following described real estate:

Situated in Leesburg Township, Union County, Ohio, of which the following is a description by metes and bounds:

Beginning at a stone in the center line of the Marysville and Pharisburg Gravel Road, Northwest corner to lands formerly owned by Lewis Clark; thence with the North line of said lands North 82 deg. 45' East 94.72 poles to a stone, corner to lands formerly owned by James K. Abraham; thence with a line of said lands North 2 deg. West 57.24 poles to a post, Southeast corner to 6.50 acres conveyed by Samuel T. Campbell and Luella W. Campbell to Malen E. Mathers by deed dated July 1, 1931, and recorded in Union County Deed Record No. 143, page 97; thence with the south line of said 6.50 acre tract South 82 deg. West 66.02 poles to an iron pin in the center line of the Marysville and Pharisburg Gravel Road; thence with the center line of said Road North 25 deg. 45' East 69.18 poles to a stone and brick; thence North 88 deg. 30' West 60.76 poles to a stone and brick in the line dividing Surveys No. 5506 and 5507; thence with said Survey line North 6 deg. 15' West 45.56 poles to a stone, corner to lands formerly owned by G. W. Macklin; thence with two consecutive lines of said land South 79 deg. 45' West 75 poles to a beech and thence South 6 deg. 45' East 108 poles to a stone (witnessed by a dogwood and ironwood) in the line of lands formerly owned by Joseph Simpson and thence with said line North 82 deg. 15' East 73.40 poles to a stone, one of said Simpson's corners; thence with another of the lines of the said Simpson lands South 6 deg. 15' East 42.20 poles to a stake in the center line of the said Marysville and Pharisburg Gravel Road; thence with the center line of said road South 25 deg. West 18.38 poles to the beginning.

Containing 100 acres, more or less.

Excepting therefrom real estate situate in the State of Ohio, County of Union, Townships of Leesburg and Taylor, being part of Surveys Nos. 5506 and 5507 and bounded and described as follows:

Beginning at an iron pin in the centerline of the Pharisburg and Marysville Gravel Road and the south line of a 6.50 acre tract conveyed by Samuel T. Campbell and Luella W. Campbell to Malen E. Mather, by deed dated July 1, 1931, and recorded in Union County Deed Record No. 143, page 97, thence with the center line of said road North 25 deg. 45' East 69.18 poles to a stone and brick; thence North 88 deg. 30' West 60.76 poles to a stone and brick in the line dividing Surveys No. 5506 and 5507; thence with said Survey line North 6 Deg. 15' West 45.56 poles to a stone, corner to land formerly owned by G. W. Macklin; thence with two consecutive lines of said land, South 79 deg. 45' West 75 poles to a beech and thence South 6 deg. 45' East 108 poles to a stone, (witnessed by a dogwood and ironwood) in the line of lands formerly owned by Joseph Simpson and thence with said line North 82 deg. 15' East 73.40 poles to a stone, one of said Simpson's corners; thence with another of the lines of the said Simpson lands, South 6 deg. 15' East 42.20 poles to a stake in the center line of the said Marysville and Pharisburg Gravel Road; thence with the center line of said Road, North 25 deg. 45' East 49 poles to the beginning.

Containing 70 acres, more or less.

Leaving 30 acres, more or less.

Upon failure of defendant to execute such deed within three days from the recording of this entry, a certified copy of this entry shall be by the Clerk of this Court delivered to the Recorder of this county for record, and shall be recorded in the records of deeds of this county as and for a conveyance of said real property to plaintiff, and shall have the same operation and effect of a deed for such real property from defendant to plaintiff.

It is further ordered that said real estate be transferred by the Auditor of this county on the tax duplicate of said county to the name of Lucile I. Perkins.

It is further ordered, adjudged and decreed that said defendant be, and he hereby is restrained and enjoined from transferring any and all property which he may have obtained from plaintiff as a result of the execution of said power-of-attorney, and he is hereby ordered to set over and return to plaintiff any and all property so obtained.

It is further ordered that defendant pay the costs of this action taxed at $_____.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:
SANDERS & GRIGSBY
By Gwynn Sanders
Attorneys for Plaintiff

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
State of Ohio,
Plaintiff,
-vs-
Alfred C. Conklin,
Defendant.

Case No. 3200
Filed April 30, 1951.

This cause came on to be heard upon the application of the defendant and a change in the former order of this Court in regard to the amount of support to be paid for his minor children.

The Court finds that the income of the defendant is not sufficient to pay the amount of $2.00 per day required by the former order of this Court and it is hereby ordered that the defendant pay the amount of $1.00 per day for the support of said minor children and that the defendant not be held liable for the support in which he is in arrears from the date of this entry.

F. LeRoy Allen
JUDGE

APPROVED:

Prosecuting Attorney

Gilbert Kirby
Attorney for Defendant
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Charles J. O'Koon,
Plaintiff,
-vs-
D. Lynn Perkins,
Defendant.

Case No. 16797
Filed May 5, 1951.

On oral motion of attorney for defendant, defendant is given until May 9th to plead.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:
Sanders & Grigsby
Attorneys for Plaintiff
William J. Porter by direction
Attorney for Defendant
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
State of Ohio,
-vs-
John Garvey,
Defendant.

Case No. 3255
Filed May 5, 1951.

This day this cause came on for hearing on the Motion of the State to strike from the files the Affidavit, Notice and Motion for Contempt filed by the Defendant herein. On consideration of the evidence and arguments of counsel the Court finds the Motion to strike is well taken and orders that the papers filed by the Defendant herein be stricken from the files and records in this case. Exceptions reserved to Defendant.

4/28/51
Approved by:

F. LeRoy Allen

Luther L. Liggett
Prosecuting Attorney

Harvey Crow
Attorney for Defendant
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
State of Ohio,
-vs-
James A. Garvey,
Defendant.

Case No. 3249
Filed May 5,1951.

This day this cause came on for hearing on the Motion of the State to strike from the files the Affidavit, Notice and Motion for Contempt filed by the Defendant herein. On consideration of the evidence and arguments of counsel the Court finds the Motion to strike is well taken and orders that the papers filed by the Defendant herein be stricken from the files and records in this case. Exceptions reserved to Defendant.

F. LeRoy Allen
JUDGE

4-28-51

APPROVED BY:
Luther L. Liggett
Prosecuting Attorney

Harvey Crow
Attorney for Defendant
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
State of Ohio
-vs-
John Garvey,
Defendant.

Case No. 3256
Filed May 5, 1951.

Indictment for Grand Larceny G. C. 12447

This day came into Court the Prosecuting Attorney in behalf of the State of Ohio and the Defendant coming into Court in company of his Attorney Harvey Crow was required to plead to the indictment.

Whereupon, said Defendant by his attorney waived the reading of the Indictment, acknowledged service of the Indictment and entered a plea of not guilty.

Whereupon, the Court accepted said plea of not guilty and it is the order of the Court that bond in the amount of $2500.00 be required for appearance for trial and that trial of this cause be set for May 28th, 1951, at 9:30 o'clock A.M.

F. LeRoy Allen
JUDGE

4-21-51
APPROVED BY:
Luther L. Liggett
Prosecuting Attorney

Attorney for Defendant
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Gladys Marine,
Richwood, Ohio,
Plaintiff,

Case No. 16834
Filed May 14, 1951.

-vs-
Robert D. Marine,
Richwood, Ohio,
Defendant.

This day this cause came on to be heard on the petition of plaintiff, and motion of plaintiff for temporary alimony, support of minor children and attorney fees.

The court orders that said motion be for hearing before this court at Marysville, Ohio, on Saturday, May 19th at 10:00 o'clock A.M.

It is further ordered that service of a copy of this entry on defendant shall constitute notice as to the time and place of said hearing.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:
Sanders & Grigsby
Attorneys for Plaintiff
" " " "

Respectfully submitted,

May 15, 1951. Chris Mader, Foreman

And there being no further business for said Grand Jury, they were recessed.

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Willard Clevenger,
Plaintiff,
-vs-
L. R. Amrine & Sons,
Defendants.

Case No. 16653
Filed May 17, 1951.

TO THE CLERK:

This is to certify that the entire judgment and interest entered in favor of the Plaintiff herein against the Defendant for damages together with interest having been fully settled and satisfied, you are hereby authorized and directed to enter a satisfaction of said judgment upon the records of said Court.

WILLARD CLEVENGER, PLAINTIFF

Sanders & Grigsby
By J. B. Grigsby

L. R. AMRINE & SONS, DEFENDANTS

William L. Coleman
By: Their Attorney, William L. Coleman

" "ADL~

JOURNAL ENTRY
Stephen L. Housman,
Plaintiff,
-vs-
James Cornell and The
Donaldson Baking Company,
Defendants.

Case No. 16669
Filed May 18, 1951.

This cause settled and dismissed with prejudice at defendants' costs.

F. LeRoy Allen
JUDGE

APPROVED:
William L. Coleman
Attorney for Plaintiff

David H. Thomas
Attorney for Defendants

" "ADL~

DECREE FOR PARTITION
Lucille Black,
Plaintiff,
-vs-
Mamie Casey, et al.,
Defendants.

Case No. 16819
Filed May 19, 1951.

This day this cause came on to be heard upon the petition of the plaintiff, the cross-petition of defendants, Mamie Casey, Margaret Nash, Margaret Graney, Alfred Graney, Florence Graney, Thomas Gorey, Ethel Gorey, Robert Gorey, Marjorie Gorey and Margaret Gorey, and was submitted to the Court and the Court finds that all of the defendant have been duly served with summons according to law or have entered their appearance herein and that the plaintiff and the remaining defendants have been duly served with summons according to law or have entered their appearance herein on the cross-petition and are in default for answer or demurrer thereto.

The Court further finds that the plaintiff and the defendants hereinafter named are owners of the fee simple title in the real estate described in the cross-petition; that the plaintiff, Lucille Black, is the owner of a fee simple title in an undivided 1/8 interest in said real estate; that defendant Anna Gordon is the owner in fee simple of an undivided 1/8 interest in said real estate; that the defendant Mamie Casey is the owner in fee simple of an undivided 3/16 interest in said real estate; that the defendant Margaret Nash is the owner in fee simple of an undivided 3/16 interest in said real estate; that defendant Margaret Graney is the owner in fee simple of an undivided 3/32 interest in said real estate; that defendant Alfred Graney is the owner in fee simple of an undivided 3/32 interest in said real estate; that defendant Thomas Gorey is the owner in fee simple of an undivided 2/32 interest in said real estate; that defendant Robert Gorey is the owner in fee simple of an undivided 2/32 interest in said real estate; that the defendant Margaret Gorey is the owner in fee simple of an undivided 2/32 interest in said real estate; and that plaintiff and the defendants are entitled to have partition of said real estate as prayed for in the petition and cross-petition.

It is, therefore, ordered, adjudged and decreed that partition of said real estate be made in favor of all parties in interest and that John Henny, Edgar Andrews, and Villa Smith, three judicious and disinterested free holders of the vicinity be and they hereby are appointed commissioners to make the same.

And it is further ordered that a writ of partition be issued to the Sheriff of Union County, Ohio, commanding him that, by the oaths of the commissioners above named, he cause to be set off and divided to each of the above named persons the part and portion to which they are severally above entitled.

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

F. LeRoy Allen
JUDGE

Hoopes & Hoopes
Attorney for Plaintiff and
Defendants, Anna Gordon and
J. Edmond Black

Milton L. Farber
Attorney for Defendants, Mamie Casey,
Margaret Nash, Margaret Graney, Alfred
Graney, Florence Graney, Thomas Gorey,
Ethel Gorey, Robert Gorey, Marjorie
Gorey and Margaret Gorey

" "ADL~

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
State of Ohio,
-vs-
Colin B. McNinch,
Defendant.

Case No. 3266
Filed May 24, 1951.

Indictment for operating motor vehicle without owner's consent - GC 12619

This day came into Court the Prosecuting Attorney in behalf of the State of Ohio and the Defendant coming into Court in custody of the Sheriff was asked by the Court if he were represented by an attorney, and if not if he desired the Court to appoint an attorney to represent him; and the Defendant stating that he did not desire to be represented by an attorney was required to plead to the Indictment.

Whereupon, said Defendant acknowledged service of the indictment and waived the reading of the indictment and entered a plea of guilty.

Whereupon, the Court accepted said plea of guilty and inquired of Colin B. McNinch if he had anything to say why judgment should not be pronounced against him; and he showed no good and sufficient cause why judgment should not be pronounced.

Whereupon, it being made appeared to the Court that the Defendant, Colin McNinch has never before been imprisoned for a crime and that the general public good does not demand or require that the defendant should be immediately sentenced; it is therefore ordered and adjudged by the Court that imposition of sentence in this case be, and the same hereby is, suspended for a period of two years, and the Defendant is placed on probation for the said period of two years, from the date of this Entry under the supervision of this Court, reporting once a month to the Probation Officer, Fred Ell, and on condition of good behavior, and on condition that the Defendant reimburse the prosecuting witness in the amount of one hundred fifty dollars ($150.00) for the damage done his automobile and on condition that the Defendant's pay the costs of this prosecution for which execution is awarded and that the Defendant pay the Clerk of Courts of Union County the sum of not less than twenty dollars per week until said Court costs and amount due the prosecuting witness are fully paid.

May 19, 1951. F. LeRoy Allen
JUDGE

APPROVED BY:
Luther L. Liggett
Prosecuting Attorney
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

May 19, 1951. F. LeRoy Allen
JUDGE

APPROVED BY:
Luther L. Liggett
Prosecuting Attorney
" "ADL←

JOURNAL ENTRY
State of Ohio,
-vs-
Millard Jordan,
Defendant.

Case No. 3268
Filed May 24, 1951.

Indictment for Grand Larceny G. C. 12447.

This day came into Court the Prosecuting Attorney in behalf of the State of Ohio and the Defendant being brought into Court in custody of the Sheriff was asked by the Court if he was represented by an attorney, and if not if he desired the Court to appoint an attorney to represent him; and the Defendant stating that he did not desire to be represented by an attorney waived the reading of the indictment, acknowledged service of the indictment and entered a plea of guilty.

Whereupon, the Court accepted said plea of guilty and inquired of Millard Jordan if he had anything to say why judgment should not be pronounced against him; and he showed no good and sufficient cause why judgment should not be pronounced.

Whereupon, it being made appeared to the Court, that the defendant, Millard Jordan, has never before been imprisoned for a felony and that the general public good does not demand or require that the Defendant should be immediately sentenced; it is therefore ordered and adjudged by the Court that imposition of sentence in this case be, and the same hereby is, suspended for a period of two years, and the defendant is placed on probation for the said period of two years from the date of this Entry, on condition of good behavior, and under the supervision of this Court reporting once each month to the Probation Officer, Fred Ell, and that the defendant pay the costs of this prosecution, for which execution is awarded.

May 19th, 1951. F. LeRoy Allen
JUDGE

APPROVED BY:
Luther L. Liggett
Prosecuting Attorney
" "ADL←

JOURNAL ENTRY
State of Ohio,
-vs-
James Cross,
Defendant.

Case No. 3257
Filed May 24, 1951.

Charge of procuring signature by false pretenses G. C. 13104.

This day came into Court the Prosecuting Attorney in behalf of the State of Ohio and the defendant coming into court in custody of the Sheriff was asked by the Court if he was represented by an attorney, and if not if he desired the Court to appoint an attorney to represent him; and the defendant stating that he did not desire to be represented by an attorney was required to plead to the indictment.

Whereupon, said defendant acknowledged service of the indictment and waived the reading of the indictment and entered a plea of guilty.

Whereupon, the Court accepted said plea of guilty and inquired of James Cross if he had anything to say why judgment should not be pronounced against him; and he showed no good and sufficient cause why judgment should not be pronounced.

It being made appeared to the Court that the defendant, James Cross, has never before been imprisoned for a crime and that the general public good does not demand or require that the defendant should be immediately sentenced; it is therefore ordered and adjudged by the Court that imposition of sentence in this case be, and the same hereby is, suspended for a period of one year, and the defendant is placed on probation for the said period of one year from the date of this Entry, under the supervision of this Court, reporting once each month to the Probation Officer, Fred Ell, and on condition of good behavior, and on condition that the defendant reimburse the prosecuting witness for the sum of money he obtained by his false pretenses, and that the bond previously given in this cause is hereby released, and that the Defendant pay the costs of this prosecution for which execution is awarded.

May 18, 1951. F. LeRoy Allen

APPROVED BY:
Luther L. Liggett
Prosecuting Attorney
" ADL←

JOURNAL ENTRY
State of Ohio,
-vs-
Paul DeBolt,
Defendant.

Case No. 3270
Filed May 24, 1951.

Indictment for operating motor vehicle without owner's consent G.C. 12619

This day came into Court the Prosecuting Attorney on behalf of the State of Ohio and the Defendant being brought into Court in custody of the Sheriff was asked by the Court if he was represented by an attorney, and if not if he desired the Court to appoint an attorney to represent him; the defendant having answered in the negative the Court asked the defendant if he was ready to plead to the indictment.

Whereupon, the said defendant by his attorney waived the reading of the indictment, acknowledged service of the indictment and entered a plea of guilty. Whereupon, the Court accepted said plea of guilty and inquired of Paul DeBolt if he had anything to say why judgment should not be pronounced against him; and he showed no good and sufficient cause why judgment should not be pronounced.

It is, therefore, considered and adjudged by the Court that Paul DeBolt be confined in the Ohio State Penitentiary at Columbus, Ohio, to serve at hard labor for not less than one year nor more than twenty years, none of such period to be in solitary confinement, and that within the next five days the Sheriff of Union County shall convey the said Defendant, Paul DeBolt, to the Ohio State Penitentiary and deliver him to the warden thereof; and that the Defendant pay the costs of this prosecution for which execution is awarded.

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

5/19/51 F. LeRoy Allen
JUDGE

APPROVED BY:
Luther L. Liggett
Prosecuting Attorney
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

May 19, 1951. F. LeRoy Allen
JUDGE

APPROVED BY:
Luther L. Liggett
Prosecuting Attorney

Attorney for Defendant
" " " "

It appearing to the court that both the plaintiff and the defendant, Thomas Garey, have elected to take said estate at the appraised value thereof, neither election can be approved, and, on motion of plaintiff, it is ordered that the sheriff of Union County sell said real estate at public auction.

It is ordered that said sale be made at the North door of the court house, as upon execution at not less than 2/3 of the value returned by the said commissioners, and payment of the purchase money shall be made 10% on day of sale and the balance in cash upon confirmation.

And the said sheriff is ordered to return his proceedings to this court without unnecessary delay.

F. LeRoy Allen
JUDGE

APPROVED:
Hoopes & Hoopes
Attorneys for Plaintiff and Defendant, Anna Gordon

Milton L. Farber
Attorney for Defendants, Mamie Casey, Margaret Nash, Margaret Graney, Alfred Graney, Florence Graney, Thomas Gorey, Ethel Gorey, Robert Gorey, Marjorie Gorey & Margaret Gorey.

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

SEPARATION AGREEMENT

These articles of separation made and concluded at Marysville, Ohio, this 30th day of March, 1951, by and between Emma Williams and Wilford F. Williams husband and wife, witnesseth:

That whereas, the parties hereto have agreed upon an immediate separation and do hereby agree to live separate and apart during the remainder of their natural lives, the said parties have entered into this agreement to settle all property rights and all claims heretofore existing and any and all claims arising in the future between them as a result of their marriage relationship.

Now therefore in consideration of the premises and the agreements of the said Wilford F. Williams herein contained, the said Emma Williams agrees with the said Wilford F. Williams as follows:

That she will immediately, and does hereby assign, convey and transfer to the said Wilford F. Williams all her right, title and interest in a certain 1947 Buick automobile now in the parties joint name.

That she will assume and pay a certain mortgage on the premises located at 421 W. Sixth Street, Marysville, Ohio, to the Citizen's Federal Savings and Loan Company and will have said company release the said Wilford F. Williams from any responsibility on said note and mortgage.

In consideration of the premises and the agreements of the said Emma Williams herein contained the said Wilford F. Williams hereby agrees with the said Emma Williams as follows:

That he will assume and pay a certain mortgage to the First National Bank of Marysville, Ohio, on the 1947 Buick automobile herein referred to.

That he will within fifteen months from date pay to the said Emma Williams the sum of $750.00 which said sum is the balance due the said Emma Williams from the William's Dry Cleaning Company.

The said Emma Williams and Wilford F. Williams further mutually agree and does hereby release and discharge the other from all obligations of support, and from all other claims, rights and duties arising or growing out of said marital relation; and said parties mutually agree that each party hereto may freely sell or otherwise dispose of his or her own property by gift, deed, or last will and testament, and each party is by these presents hereby barred from any and all rights or claims by way of dower, inheritance, descent, distribution, allowance for year's support, right to remain in the mansion house, and all rights or claims as widow, widower, heir, distributee, survivor, or next of kin and all other rights or claims whatsoever, in or to the estate of the other, whether real or personal, and whether now owned or hereafter to be acquired, which may, in any manner, arise or accrue by virtue of said marriage.

And each party hereto, for the considerations aforesaid, does hereby release and relinquish to the other, and to the heirs, executors, administrators and assigns of the other, all claims or rights of dower and inheritance, or as widow, widower, heir or survivor, in and to all the real property of the other, whether now owned or hereafter acquired, all rights or claims, as widow, widower, survivor or next of kin, to a distributive share of the personal estate of the other, now owned or hereafter acquired and all claim or right to an allowance for year's support, or to reside in the mansion house, and all other rights or claims whatsoever, which may, in any manner, arise or accrue by virtue of said marriage.

And each party further agrees that the other party shall have full liberty to dispose of all his or her property, real and personal, whether now owned or hereafter acquired, during life, or by last will and testament, and that, upon the death of such party, all of his or her property, real and personal, which shall not have been disposed of during life or by last will and testament, shall descend to, vest in and be distributed to, such person or persons as would be entitled to the same by the statutes of descent and distribution of the State of Ohio then in effect, had the surviving party died during the life of the other party.

And each party does further covenant and agree that he or she will not in any manner, incur or contract any debts on the credit of the other party and that he or she will not incur any liabilities on the other's behalf.

And each party hereby waives any right which he or she may have, to administer the estate of the other party, upon the death of such other party.

Each party hereto further agrees, upon request of the other, to execute and acknowledge any and all deeds or other instruments of release or conveyance to enable such other to sell, convey or otherwise dispose of his or her own real property, free from any apparent right of inchoate dower therein.

In witness whereof the parties have hereunto set their hands the day and year first above written.

Wilford F. Williams
Emma Williams

STATE OF OHIO, UNION COUNTY, SS:

Before me, a Notary Public, in and for the State of Ohio personally appeared Wilford F. Williams and Emma Williams, the signers of the foregoing separation agreement, who acknowledge the signing of the same as their voluntary act and deed.

Luther L. Liggett
Notary Public

" " " "

paid interest due thereon from the 11th day of June, 1949, to date of judgment; and also recover its costs herein expended, taxed at $_____, and interest on said judgment at six per cent. per annum, from said date of judgment until paid.

F. LeRoy Allen
JUDGE

" "ADL

JOURNAL ENTRY
State of Ohio,
-vs-
William Pharis,
Defendant.

Case No. 3259
Filed May 28, 1951.

Indictment for issuing check with intent to defraud G. C. 710-176

This day came into Court the Prosecuting Attorney on behalf of the State of Ohio and the Defendant coming into Court in company of his Attorney, Arthur W. Gurklies, was required to plead to the indictment.

Whereupon, the Defendant by his Attorney waived the reading of the indictment, acknowledged service of the indictment and entered a plea of guilty.

The Court accepted said plea of guilty and inquired of William Pharis if he had anything to say why judgment should not be pronounced against him; and he showed no good and sufficient cause why judgment should not be pronounced.

Whereupon, it being made appear to the Court that the Defendant, William Pharis, has not since reaching majority been imprisoned for a felony and that the general public good does not demand or require that the Defendant should be immediately sentenced; it is therefore ordered and adjudged by the Court that imposition of sentence in this case be, and the same hereby is, suspended for a period of one year and the Defendant is placed on probation for the said period of one year from the date of this Entry, under the supervision of this Court, reporting once each month in person, to the Probation Officer, Fred Ell, and on condition of good behavior, and that the Defendant pay the prosecuting witness the sum of Ten dollars and forty cents ($10.40) for the check he issued and the costs of this prosecution for which execution is awarded.

May 26, 1951 F. LeRoy Allen
JUDGE

APPROVED BY:
Luther L. Liggett
Prosecuting Attorney

_____
Attorney for Defendant

" "ADL

ENTRY
Woodrow W. Hosey, et al.,
Plaintiffs,
-vs-
Mac P. Weist,
Defendant.

Case No. 16761
Filed May 28, 1951.

This day this cause came on to be heard upon the motion of defendant, Mac P. Weist, for leave to file his answer and cross petition in this cause.

The court being fully advised in the premises, orders that said defendant be, and he hereby is granted leave to file his answer and cross petition in this cause instanter.

APPROVED BY:
Guthery, Harmon & Conkle
Sanders & Grigsby
Attorneys for Defendant

F. LeRoy Allen
COMMON PLEAS JUDGE

" ADL

JOURNAL ENTRY
State of Ohio,
-vs-
James Cross,
Defendant.

Case No. 3257
Filed May 24, 1951.

Indictment for procuring signature by false pretenses. G. C. 13104

This day came into Court the Prosecuting Attorney on behalf of the State of Ohio and moved the Court for an order changing the charge made in the Indictment from obtaining $105.10 to $30.00 by means of securing a signature on a check by false pretenses. And the Court finds that the Motion is reasonable and that justice requires said Motion be granted. It is therefore the order of the Court that the charge in the within Indictment be changed so as to read that the Defendant by false pretenses secured the signature to a check in the amount of $30.00.

May 18, 1951 F. LeRoy Allen
JUDGE

APPROVED BY:
Luther L. Liggett
Prosecuting Attorney

" "ADL

ENTRY
The First National Bank of
Marysville, Ohio,
Plaintiff,
-vs-
Bernard H. McAdow,
Defendant.

Case No. 16835
Filed May 29, 1951.

This cause settled and dismissed, without record and costs paid.

F. LeRoy Allen
JUDGE

APPROVED:
Hoopes & Hoopes
Attorneys for Plaintiff

" "ADL

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Gerald Gray and Jean Gray,
dba The Gray Hay and Lumber
Company,
Plaintiff,
-vs-
Roman Mullett,
Defendant.

Case No. 16814
Filed May 31, 1951.

Now comes the plaintiffs, by their attorneys, 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. Whereupon the court takes the account and finds that the defendant does owe the plaintiff, the sum of $1586.83. It is therefore considered by the court that the said plaintiffs, Gerald Gray and Jean Gray, dba The Gray Hay and Lumber Company, recover from the defendant, Roman Mullett, the said sum of $1586.83, and his costs herein expended.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED:
Sanders & Grigsby
Attorneys for Plaintiffs
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Fred Kennedy,
Plaintiff,
-vs-
Ralph Hines and Guy Hines,
Defendants.

Case No. 16773
Filed June 7, 1951.

It appearing to the Court that this cause has been settled by and between the Plaintiff, Fred Kennedy, and the Defendant, Ralph Hines, it is ordered that this cause be dismissed with prejudice and without record, costs paid.

F. LeRoy Allen
JUDGE

APPROVED BY:
Sanders & Grigsby
ATTORNEY FOR PLAINTIFF

William L. Coleman
ATTORNEY FOR DEFENDANT.
" "ADL

ENTRY
Ruth E. Smith,
Plaintiff,
-vs-
Raymond Madden,
Defendant.

Case No. 16816
Filed June 7, 1951.

Now comes the plaintiff, and dismisses this action at her own cost with prejudice to a future action.

F. LeRoy Allen
JUDGE

APPROVED:

Attorney for Plaintiff
" "ADL

ENTRY
The First National Bank,
Plaintiff,
-vs-
Gene Smith, et al.,
Defendants.

Case No. 16825
Filed June 7, 1951.

This cause dismissed without record and costs paid.

F. LeRoy Allen
JUDGE

APPROVED:
Hoopes & Hoopes
Attorneys for Plaintiff.
" "ADL

JOURNAL ENTRY
State of Ohio,
-vs-
V. E. Vertner,
Defendant.

Case No. 3261
Filed June 8, 1951.

Indictment for issuing check with intent to defraud G. C. 710-176.

This day came into Court the Prosecuting Attorney on behalf of the State of Ohio and the Defendant coming into Court in company of his Attorney, William L. Coleman, was required to plead to the indictment.

Whereupon, said Defendant by his Attorney waived the reading of the Indictment, waived service on the indictment and entered a plea of not guilty.

It is the order of the Court that the appearance bond in the amount of $200.00 be set in this case and that the trial in this cause be set for July 2nd, 1951, at 9:30 o'clock A.M.

May 26, 1951. F. LeRoy Allen
JUDGE

APPROVED BY:
Luther L. Liggett
Prosecuting Attorney

William L. Coleman
Attorney for Defendant
" ADL

JOURNAL ENTRY
Doris Cornwell,
Plaintiff,
-vs-
William H. Taylor,
Defendant.

Case No. 16727
Filed June 8, 1951.

Case settled and dismissed with prejudice to new action, costs paid, no record.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:
William L. Coleman
Attorney for Plaintiff

Sanders & Grigsby
Attorneys for Defendant
" "ADL

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Andrew Brown,
Plaintiff,
-vs-
Menendez, Inc.,
Defendant.

Case No. 16862
Filed June 19, 1951.

A petition and answer in this action having been filed in the Common Pleas Court on this date, the undersigned, the Probate Judge of Union County, Ohio, under the provisions of section 10501-31 of the General Code hereby finds that the single judge of the Common Pleas Court of Union County, Ohio, is on this the 19th day of June, 1951, absent from the county, and the journal entry awarding judgment by confession under the terms of the aforegoing statute can be signed by the Probate Judge of Union County, Ohio.

John W. Dailey
JOHN W. DAILEY, PROBATE JUDGE

" " " "

The court further finds that Flora C. Newman died intestate on the 5th day of June, 1947, and was seized in fee simple of the following described real estate:

> "Situated in the County of Union in the State of Ohio in the Township of York and being part of Surveys Nos. 3469 and 3470 described as follows, towit: Beginning at a point in the center line of Road 289B 47.02 rods East of junction of Roads 289B and 291A, opposite an iron pipe on North side of road; thence N. 10 deg. 55' E. 125.88 rods to an iron pin. Thence S. 80 deg. 38' E. 45.42 rods to a post. Thence S. 10 deg. 55' W. 126.20 rods passing over a post on North side of road to a point in the center line of Road 289B, Thence with center line of road N. 80 deg. 18' W. 45.42 rods to place of beginning. Containing 35.90 acres more or less,"

and that the defendant Charles F. Newman, as surviving spouse of Flora C. Newman is seized in fee simple of an undivided one-third interest in said real estate and that the Plaintiff Celia A. Newman Disbennett and the defendants Clifton A. Newman, Hamilton E. Newman and Paul E. Newman as the sole surviving children of Flora C. Newman are each entitled to and seized in fee simple of an undivided one sixth interest in said real estate.

It is therefore ordered, adjudged and decreed that the title and possession of the defendants Charles F. Newman, Hamilton E. Newman, Clifton A. Newman and Paul E. Newman and the Plaintiff Celia A. Newman Disbennett to all and singular the premises above described, be and the same hereby are, quieted as against John T. Hamilton and John T. Hamilton Administrator of the Estate of Cornelius S. Hamilton, deceased, and all persons claiming under him in either capacity, and are hereby forever enjoined from setting up any claim to said premises or any part thereof, adverse to the title and possession of said Charles F. Newman, Clifton A. Newman, Hamilton E. Newman, Paul E. Newman and Celia A. Newman Disbennett.

The court further finds that Carrie V. Hamilton died intestate on the 8th day of March, 1920, seized in fee simple of the following described real estate:

> "Situated in the County of Union in the State of Ohio in the Township of York and being part of Surveys Nos. 3469 and 3470 described as follows, towit: Beginning at a point in the center line of Road number 291A at its junction with Road 289B Thence with center line of Road 291A N. 10 deg. -00 E. 125.56 rods to a point opposite a post on East side of road. Thence S. 80 deg. 38' E. 49.60 rods to an iron pin thence S. 10 deg. 55' W. 125.88 rods passing over an iron pipe on North side of road to the center line of Road 289B. Thence with center line of Road N. 80 deg. 18' W. 47.02 rods to place of beginning containing 37.90 acres more or less,"

and that the Plaintiff Celia A. Newman Disbennett and the defendants Clifton A. Newman, Hamilton E. Newman and Paul E. Newman as the half brothers and sisters of said Carrie V. Hamilton were the sole heirs at law and next of kin of said Carrie V. Hamilton at the time of her death and as such are the owners of an estate in fee simple in the premises described.

It is therefore ordered, adjudged and decreed that the title and possession of Celia A. Newman Disbennett, Clifton A. Newman, Hamilton A. Newman and Paul E. Newman to all and singular the premises above described, be and the same hereby are, quieted as against John T. Hamilton and John T. Hamilton Administrator of the Estate of Cornelius S. Hamilton, deceased, and all persons claiming under him in either capacity, and are hereby forever enjoined from setting up any claim to said premises or any part thereof, adverse to the title and possession of said Celia A. Newman Disbennett, Clifton A. Newman, Hamilton E. Newman and Paul E. Newman.

The court further finds that certain certificates for the transfer of real estate concerning the above two described tracts of land, ordering that said premises be transferred upon the tax duplicate and recorded to the names of certain persons named therein in the office of the Recorder of Union County, Ohio, have been so transferred and recorded, are erroneous and not in accord with the law.

It is therefore ordered and decreed that said transfers upon said tax duplicate and deed records of Union County which are not in accord with this decision, be and the same hereby are ordered stricken from the records and held for naught.

Thereupon, the court finds that the Plaintiff Celia A. Newman Disbennett is a tenant in common and in possession of the real estate first above described, with the defendants Charles F. Newman, Clifton A. Newman, Hamilton E. Newman and Paul E. Newman, and is a tenant in common and in possession the real estate secondly described above, with the defendants Clifton A. Newman, Hamilton E. Newman and Paul E. Newman; and that Plaintiff is entitled to have partition of each estate made as prayed for in her petition, and if the same cannot be done without manifest injury to the value thereof, that the same be sold, and out of the proceeds of said sale the interest of the Plaintiff and of the defendants be paid in cash.

It is therefore ordered, adjudged and decreed that partition of each estate be made in favor of all parties in interest and that O. H. Stahl, LeRoy Pyers and Harvey Pennington three judicious and disinterested freeholders of the vicinity are hereby appointed commissioners to make the same.

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

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

F. LeRoy Allen
F. LeRoy Allen, Judge of the Court of Common Pleas.

Lloyd George Kerns
LLOYD GEORGE KERNS
Attorney for Plaintiff

" " " "

of $20.00 per week for the support of his wife and minor children during the pendency of this action and that he should pay $10.00 per week toward the sum of $100.00 as attorney fees for plaintiff's attorneys.

It is therefore ordered that the defendant Robert D. Marine pay to the clerk of courts the sum of $30.00 per week beginning June 4, 1951, until the case is heard on its merits or until further order of the court.

F. LeRoy Allen
COMMON PLEAS JUDGE

Sanders & Grigsby
Attorneys for Plaintiff

Myers & Hoopes
Attorney for Defendant
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
State of Ohio,
-vs-
Chester Beightler,
Defendant.

Case No. 3277
Filed June 16, 1951.

Information for operating motor vehicle while under the influence of alcohol, G.C. 6307-19.

This day came into Court the Prosecuting Attorney on behalf of the State of Ohio and the defendant coming into Court in company of his Attorney, Clifton L. Caryl, was required to plead to the information.

Whereupon, the defendant by his Attorney waived the reading of the Information, acknowledged service of the Information and entered a plea of guilty.

The Court accepted said plea of guilty and inquired of Chester Beightler if he had anything to say why judgment should not be pronounced against him; and he showed no good and sufficient cause why judgment should not be pronounced.

It is therefore, considered and adjudged by the Court that the said defendant stand convicted of the charge in the Information and that the said defendant pay a fine of $150.00 and the costs of this prosecution and that he stand committed to the jail of Union County until the amount of said fine and costs be paid, or secured to be paid, or he be otherwise legally discharged. It is further ordered and adjudged by the Court that the defendant's right to drive be suspended for a period of one year from the date of this order and that he deliver his driver's license to the Clerk of this Court for said period of one year.

6/9/51

F. LeRoy Allen
JUDGE

APPROVED BY:

Prosecuting Attorney

Clifton L. Caryl
Attorney for Defendant

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
State of Ohio,
-vs-
Lester Smothers,
Defendant.

Case No. 3218
Filed June 16, 1951.

Indictment for failure to support minor children, G.C. 13008.

This day came into Court the Prosecuting Attorney on behalf of the State of Ohio and the defendant coming into Court in company of his Attorney, Paul Simpson was required to plead to the Indictment.

Whereupon, said defendant by his Attorney waived the reading of the indictment, waived service on the Indictment and entered a plea of not guilty.

It is the order of the Court that the appearance bond in the amount of $500.00 be set in this case and that the trial in this cause be set for June 26th, 1951, at 9:30 o'clock A.M.

6/9/51 F. LeRoy Allen
JUDGE

APPROVED BY:

Prosecuting Attorney

Attorney for Defendant

" " " "

Hundred and no/100 Dollars ($1700.00) but instead, by the mutual mistake of all parties concerned, the Plaintiff and Loretta Theresa Winkle, his wife, executed and delivered to Erastus Noah LeBlanc, then living and now deceased, and Eliza Josephine LeBlanc a Warranty Deed dated 2 April, 1943 which was filed 19 April, 1943 at 2:55 P.M. and thereafter recorded on the 20th day of April, 1943 in Deed Book Volume 167 at Page 510 in the Recorder's office of Union County, Ohio.

The Court finds that the Plaintiff, Mark Hannah Winkle, and Loretta Theresa Winkle have paid in full the Seventeen Hundred and no/100 Dollars ($1700.00) borrowed from Erastus N. LeBlanc, then living and now deceased, and Eliza Josephine LeBlanc and which was evidence by the above described promissory note.

It is hereby ordered, adjudged, and decreed by the Court that the Warranty Deed executed and delivered by Mark Hannah Winkle and Loretta Theresa Winkle to Erastus N. LeBlanc, then living and now deceased, and Eliza Josephine LeBlanc, which is above described, is hereby reformed so that the same shall be for all purposes considered as a mortgage and that the same is hereby cancelled and that the obligation of Seventeen Hundred and no/100 Dollars ($1700.00) evidenced by the above described promissory note shall be considered paid and cancelled.

It is further ordered, adjudged, and decreed that a certified copy of this Entry shall be delivered by the Clerk of this Court to the Recorder of Union County, Ohio, for proper recording.

F. LeRoy Allen
JUDGE

APPROVED:
Robert F. Allen
Robert F. Allen, Attorney for Plaintiff

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Charles Richard Foor, a minor,
by Eileen Foor, his mother
and next friend,
Plaintiff,
-vs-
Richard Lowe,
Defendant.

Case No. 16810
Filed June 18, 1951.

This day this cause came on to be heard on the Motion of the Defendant for leave to file pleading in this cause out of rule date and upon consideration thereof and for good cause shown, leave is hereby granted and the Defendant directed to file papers or pleadings in this cause on or before June 15th, 1951.

F. LeRoy Allen
JUDGE

APPROVED BY:
Sanders & Grigsby
Attorney for Plaintiff

William L. Coleman
Attorney for Defendant
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

APPROVED BY:
Sanders & Grigsby
Attorneys for Plaintiff

William L. Coleman
Attorney for Defendant,
Drew T. Adams.

Clifton L. Caryl
Attorney for Defendant,
Herman C. Blumenschein.
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
State of Ohio,
-vs-
Glenn Gilbert.

Case No. 3245
Filed June 16, 1951.

This matter came on to be heard upon the motion of the defendant to reduce the bond heretofore set by this court. The court finds that Case No. 3245 and 3246 have been consolidated and that the defendant has been confined in the county jail since his arraignment in this court.

In furtherance of due administration of justice it is therefore ordered that bond be set in the consolidated cases in the sum of Two Thousand Five Hundred Dollars and upon giving bond in the above sum by The Summit Fidelity and Surety Co. and filing the same with the Clerk of this court, the defendant be discharged from the custody of the Sheriff of Union County, Ohio. Said bond to be conditioned for the defendant's appearance at the call of the court.

F. LeRoy Allen
JUDGE

Luther L. Liggett
LUTHER L. LIGGETT

Harvey Crow
HARVEY CROW
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JUDGMENT ENTRY
Willard Winter,
Plaintiff,
-vs-
Edgar E. Shoemaker &
Imogene Shoemaker,
Defendants.

Case No. 16865
Filed June 23, 1951.

This day came the plaintiff, by his attorney; also appeared in open court, for and on behalf of said defendants, Joseph B. Grigsby, an attorney at law of this court, and by virgue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendants, entered the appearance of said defendants, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendants, and in favor of said plaintiff, for Two-Hundred Eighty-nine dollars and Fifteen 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 from said defendants the sum of Two-Hundred Eighty-Nine dollars and Fifteen cents, being the amount of said note and unpaid interest due thereon from the 17th day of March, 1951, to date of judgment; and also recover his costs herein expended, taxed at $_____, and interest on said judgment at 6% per cent. per annum, from said date of judgment until paid.

F. LeRoy Allen
JUDGE

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Leroy Cornwell, by Ernest A. Cornwell, his next friend,
Plaintiff,
-vs-
William H. Taylor,
Defendant.

Case No. 16728
Filed June 30, 1951.

This day this cause settled between parties the same is hereby dismissed without record with prejudice at the costs of defendant. Costs paid.

F. LeRoy Allen
JUDGE

APPROVED:
William L. Coleman
Attorneys for Plaintiff

Sanders & Grigsby
Wiles & Doucher
Attorneys for Defendant
" " " "

that the custody of the children remain with the mother, the father having the right of visitation at all reasonable times. It is further ordered that the defendant shall continue the payments on the chattel mortgage to the City Loan & Savings Company, and the account with Spiegel's Mail Order House, that the defendant pay all utilities for the home, including gas, water, and electricity, and the rent for the home of $30.00 per month.

F. LeRoy Allen
COMMON PLEAS JUDGE

Sanders & Grigsby
Attorneys for Plaintiff

Myers & Hoopes
Attorneys for Defendant

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
George Elias,
Plain City, Ohio,
Plaintiff,
-vs-
Dorothy Hatfield, et al.,
Defendants.

Case No. 15703
Filed June 30, 1951.

This cause came on for hearing this 30th day of June, 1951, upon the pleadings and proofs, and the Court having carefully considered the same and being fully advised in the premises finds that the deed referred to in the petition, for the premises therein described was by mistake and inadvertence described as follows:

Situated in the Village of Plain City, County of Union and State of Ohio and bounded and described as follows:

Being Lots Nos. 26 and 27 situated in the Plain City Land Co's. Addition to the Village of Plain City as the same is numbered, known and designated on the plat of said Addition of record in the Office of the Recorder of Union County, Ohio.

It is therefore adjudged and decreed by the Court that the deed referred to in the petition and recorded in Deed Book No. 148, Page 362 in the Office of the Recorder of Union County, Ohio, be, and the same is hereby corrected and reformed with the description as follows, towit:

Situated in the Village of Plain City, County of Union and State of Ohio and bounded and described as follows:

Being Lots Nos: 26 and 27 situated in the Shepper Addition to the Village of Plain City as the same is numbered, known and designated on the plat of said Addition of record in the Office of the Recorder of Union County, Ohio.

The Court further orders that this decree have the force and effect of a reformation and correction of said deed as fully and completely as though said deed had the correct description at the time it was made from Minnie Currier Smith to George Elias. And the Clerk of this Court is directed to have this decree put on record in the Office of the Recorder of this County.

F. LeRoy Allen
JUDGE

APPROVED:
Gilbert Kirby
Attorney for Plaintiff
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
State of Ohio,
-vs-
V. E. Vertner,
Defendant.

Case No. 3261
Filed July 2, 1951.

Indictment for issuing check with intent to defraud, G.C. 710-176.

This day came into Court the Prosecuting Attorney on behalf of the State of Ohio and the Defendant coming into Court in company of his Attorney, William L. Coleman, asked leave of Court to withdraw the plea of not guilty previously entered herein, and leave to enter a plea of guilty to the Indictment.

The Court accepted said plea of guilty and inquired of V. E. Vertner if he had anything to say why judgment should not be pronounced against him; and he showed no good and sufficient cause why judgment should not be pronounced.

It being made appear to the Court that the Defendant, V. E. Vertner has never before been imprisoned for a crime and that the general public good does not demand or require that the Defendant should be immediately sentenced; it is therefore ordered and adjudged by the Court that imposition of sentence in this case be, and the same hereby is, suspended for a period of one year from the date of this Entry, on condition of good behavior, reporting to the Probation Officer, Fred Ell, once each month in person for said period of one year, and on condition that the Defendant pay the prosecuting witness the sum of money he obtained by issuing the check without funds, and that the Defendant pay the costs of this prosecution within thirty days, for which execution is awarded.

F. LeRoy Allen

7-2-51

APPROVED BY:
Luther L. Liggett
Prosecuting Attorney

William L. Coleman
Attorney for Defendant
" " " "

dent of the State of Ohio for more than one year and a bonafide resident of said Union County for more than thirty days on the filing of her Petition; and that the parties were married as in the Petition set forth.

The Court further finds that the Defendant has been guilty of gross neglect of duty toward the Plaintiff and by reason thereof the Plaintiff is entitled to a divorce.

It is therefore considered, adjudged and decreed that the marriage contract heretofore existing between the Plaintiff, Virginia Lee Jackson, and the Defendant, Bruce Eugene Jackson, be and the same hereby is dissolved and both parties are released and discharged therefrom and Plaintiff is restored to her maiden name of Virginia Lee Venrick. It is ordered that the Plaintiff pay the costs of this action.

F. LeRoy Allen
JUDGE

APPROVED BY:
William L. Coleman
WILLIAM L. COLEMAN, ATTORNEY FOR PLAINTIFF
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JUDGMENT ENTRY
B. W. Cline,
Plaintiff,
-vs-
Howard J. Fadely,
Roberta Fadely,
Defendants.

Case No. 16877
Filed July 5, 1951.

This day came the plaintiff, by his attorney; also appeared in open court, for and on behalf of said defendants, Luther Liggett, an attorney at law of this court, and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendants, entered the appearance of said defendants, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendants, and in favor of said plaintiff, for four hundred and ninety three dollars and twenty one 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 from said defendants the sum of Four Hundred Ninety Three dollars and 21 cents, being the amount of said note and unpaid interest due thereon from the 5th day of July, 1951, to date of judgment; and also recover his costs herein expended, taxed at $_____, and interest on said judgment at 6 per cent. per annum, from said date of judgment until paid.

F. LeRoy Allen
JUDGE

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands this 28th day of June, 1951.

The court find that said agreement is fair and just and hereby confirms the same. Defendant is restored to her maiden name, Marilyn White.

It is further ordered that plaintiff pay the costs of this action, taxed at Dollars.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:
Hoopes & Hoopes
Attorney for Plaintiff.

Sanders & Grigsby
Attorneys for defendant.

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
State of Ohio,
-vs-
Ernest C. Gilbert,
Glen Gilbert,
James Garvey,
Defendants.

Cases Nos. 3243, 3244
3245, 3246
3248, 3249
Filed July 10, 1951.

This cause came on for hearing on the Motion of the State to set a date for trial of the within causes prior to the September, 1951 Term of Court; and the Court being fully advised in the premises is of the opinion that the end of justice require said Motion should be granted.

Wherefore, it is the order of the Court that the trial of this cause be set for Monday, July 30th, 1951, at 9:30 o'clock A.M.

F. LeRoy Allen
JUDGE

APPROVED BY:

Luther L. Liggett
Prosecuting Attorney

Attorney for Defendants
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Lucille Black,
Plaintiff,
-vs-
Mamie Casey, et al.,
Defendants.

Case No. 16819
Filed July 11, 1951.

This cause came on for hearing upon the return of the Sheriff of his proceedings on the order of sale heretofore issued herein, and upon examination thereof the Court finds the same is in conformity to law and the orders of the Court, and it is hereby approved and confirmed.

It is, therefore, ordered that said Sheriff, upon payment to him of the purchase price of $36,500.00, execute and deliver to the purchasers, Jonas J. Gingerich, Jr., and Emma Gingerich, a deed for said property, said purchasers take said property without any right to the wheat crop, and with the right to one-half (½) of the corn and beans, subject to the payment to Ralph Smith of one-half (½) of the cost of the seed and fertilizer, towit: $132.44, and subject to the payment of one-half (½) of the combining and corn picking bill.

And the Court coming now to distribute the proceeds of the sale in the sum of $36,500.00, orders the payment to be paid by the Sheriff as follows:

(1) To the Treasurer of Union County, the June installment of taxes .....$ 52.09

(2) The costs of this action, including $1315.00 to Hoopes & Hoopes, attorneys for Plaintiff, & $500.00 to Milton Farber, attorney for Defendants, in all 2112.33

(3) To the parties as follows:

Lucile Black	4291.94
Anna Gordon	4291.94
Mamie Casey	6437.91
Margaret Nash	6437.91
Margaret Graney	3218.95
Alfred Graney	3218.95
Thomas Gorey	2145.97
Robert Gorey	2145.97
Margaret Gorey	2145.97

F. LeRoy Allen
JUDGE

APPROVED:
Hoopes & Hoopes
Attorneys for Plaintiff

Milton L. Farber
Attorney for Mamie Casey,
Margaret Nash, Margaret Graney,
Alfred Graney, Thomas Gorey,
Robert Gorey & Margaret Gorey.

" "ADL

ENTRY
Evangeline Ufferman,
Plaintiff,
-vs-
Edward R. Ufferman,
Defendant.

Case No. 16876
Filed July 12, 1951.

This day came the parties into open court and this cause came on to be heard upon the Petition of plaintiff and Motion of plaintiff requesting a restraining order enjoining defendant from molesting plaintiff during the pendency of this action and from encumbering, secreting or disposing of their joint property or the property of either party hereto until final disposition of this case.

The Court being fully advised in the premises and upon the evidence adduced finds that the parties hereto are the owners of the following described personal property: One International one-ton 1949 truck, 1951 Ford automobile, Allis Chalmers tractor with plow, side delivery rake, Allis Chalmers baler, rubbered tired wagon, wheat drill, disc, harrow, drag, Surge milker and pails, hot water heater for milk house, milk cooler, 22 milk cans, 14 milking cows, 3 heifers close-up, 1 registered bull, 9 calves, and complete line of household furniture. A large quantity of corn at the Kile Elevator in Kileville, the amount of which is unknown to this plaintiff, and a checking account in The Ostrander Banking Company, Ostrander, Ohio.

The Court further finds that the life of plaintiff is insured in the New York Life Insurance Company for the sum of $1000 and the life of the defendant is insured in the New York Life Insurance Company for the sum of $4500 and the life of the minor child Shirley Ann Ufferman is insured in the New York Life Insurance Company for the sum of $1000.

The Court further finds that the Motion of plaintiff for a temporary restraining order should be granted.

It is therefore ordered, adjudged and decreed that until further order of this Court the defendant Edward R. Ufferman is hereby restrained and enjoined from secreting, transfe rring, encumbering or otherwise disposing of any of the above mentioned property or any other property owned jointly by the parties hereto and the Court also restrains plaintiff from disposing of any of the joint property of the parties of this action.

And the court coming now to consider the question of support for plaintiff and minor child Shirley Ann Ufferman orders that plaintiff be awarded custody of said child during the pendency of this action and that defendant pay to plaintiff for support of herself and said minor child the sum of $100 on the 15th day of July, 1951 and sum of $100 on the $15th day of each month thereafter during the pendency of this action.

APPROVED BY:
Sanders & Grigsby
Attorneys for Plaintiff

F. LeRoy Allen
COMMON PLEAS JUDGE

" ADL

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
The Union County, Ohio, Bar Association,
Plaintiff,
-vs-
Lewis H. Collins aka Luther H. Collins,
Defendant.

Case No. 16853
Filed July 12, 1951.

On motion, and it appearing that the Defendant, Lewis H. Collins has been sued in this action by the name of Luther H. Collins, through inadvertence, and that the said Defendant has been personally served with summons, it is ordered that said mistake be corrected, and that this Entry operate as an amendement to the Petition and Summons; and that the true name of the Defendant be used in all further proceedings herein.

F. LeRoy Allen
JUDGE

APPROVED BY:

Attorneys for Plaintiff

Attorney for Defendant
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Louise L. Wilcox,
Plaintiff,
-vs-
Marion Wilcox,
Defendant.

Case No. 16883
Filed July 16, 1951.

This day this cause came on for hearing on the motion of the plaintiff, Louise L. Wilcox asking for a temporary restraining order and temporary alimony and support, and on consideration thereof it is ordered by the Court that the said defendant be, and he hereby is, enjoined from selling, mortgaging, transferring or otherwise disposing of the personal property mentioned in the plaintiff's petition and he is further restrained from molesting plaintiff and their children in the place where they now live.

It is further ordered by the Court that the defendant appear before this Court on the 21st day of July, 1951, at 10:00 o'clock A.M. and then and there show cause why he should not pay the plaintiff temporary alimony and support pending this action.

F. LeRoy Allen
JUDGE

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Gerald Gray and Jean Gray,
dba, the Gray Hay & Lumber Co.,
Plaintiff,

-vs-
Roman Mullet, Fanny Mullet, and Union County Federal Savings and Loan Association of Marysville, Ohio,
Defendants.

Case No. 16857
Filed July 17, 1951.

This day this cause came on to be heard on the Petition of the plaintiff and the answer and cross petition of the Union County Federal Savings and Loan Association of Marysville, Ohio; the court find that the defendants Roman Mullet and Fanny Mullet received personal service of summons on both the Petition and Cross Petition filed herein. On consideration of the pleadings and the evidence the court finds on the issues joined in favor of the plaintiff and that on the 31st day of May, 1951, by the consideration of the court in Case No. 16814 the plaintiffs recovered a judgment against the defendant Roman Ullet for the sum of $1586.83 with interest on said sum at the rate of 6% per annum from the 31st day of May, 1951, and costs of suit, which judgment is in full force and effect, is wholly unpaid and unsatisfied; and that there is now, at the date of the filing of this decree, due plaintiff from the defendant Roman Mullet on said judgment and costs, including interest, the total sum of $1625.53, which sum is entitled to bear interest at the rate of 6% per annum until paid; that an execution was duly issued on said judgment as alleged in the Petition, and for want of goods and chattels whereon to levy, levy was made upon the premises described in the Petition, and forthwith returned by the sheriff because of prior liens; that by virtue of said judgment and the execution and levy last mentioned, and the certificate of judgment alleged in the Petition, plaintiffs have a valid lien dating from the 31st day of May, 1951, on the real estate in the Petition described, for the sum of bearing interest from May 31, 1951, and plaintiff is entitled to have said premises sold for the satisfaction thereof.

The court further find that the defendant the Union County Federal Savings and Loan Association of Marysville, Ohio, on the 7th day of September, 1948, duly received from the defendant Roman Mullet and Fanny Mullet a mortgage on said premises in the Petition described to secure their promissory note of even date for $2500, bearing interest at 6% per annum, which mortgage was duly filed for record in the office of the Recorder of Union County, Ohio, on the 10th day of September, 1948, and thereafter duly recorded, all as alleged in the Answer and Cross Petition of said defendant Union County Federal Savings and Loan Association, that said Union County Federal Savings and Loan Association by virtue of said mortgage acquired a lien on said premises dating from September 10, 1948, for the sum of $2500 bearing interest at the rate of 6% per annum, and that the same is the first and best lien on said premises; that of said sum secured by said mortgage,$2264.56 with interest from the 13th day of June, 1951 at the rate of 6% per annum is still due.

The court further find that the conditions of said mortgage have been broken in that the defendants Roman Mullet and Fanny Mullet have failed, neglected, and refused to pay the installments as in said note provided; that the conveyance made by said mortgage has become absolute and the defendant the Union County Federal Savings and Loan Association of Marysville, Ohio, is entitled to foreclosure thereof.

It is therefore ordered, adjudged and decreed that unless the defendants Roman Mullet and Fanny Mullet shall within three days from entry of this decree pay or cause to be paid to the clerk of this court the costs of this case, and to the plaintiffs herein the sum found due them as aforesaid; and to the Union County Federal Savings and Loan Association the sum found due it as aforesaid with interest at 6% per annum, the premises described in the Petition shall be sold, and that an order issue to the Sheriff of Union County directing him to have said premises appraised, advertise and sell the same as upon execution free and clear of the liens of the plaintiff and the cross petitioner, said sale to be for not less than two-thirds of the appraised value, and report his proceedings to this court for further order.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:
Sanders & Grigsby
Attorneys for Plaintiff

Sanders & Grigsby
Attorneys for Union County Federal Savings and Loan Association,
Marysville, Ohio.

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Cleora Davidson,
Plaintiff,
-vs-
Jess Davidson,
Defendant.

Case No. 16870
Filed July 18, 1951.

Cleora Davidson, plaintiff herein, having filed her motion for an order of Court directing the defendant to pay her prior to final hearing herein a reasonable sum for alimony and support, together with a reasonable sum for attorney fees in this cause; and an order restraining the defendant from molesting plaintiff and their children in the place where she now lives; it is hereby order that said motion be for hearing before the Court at 9:00 o'clock A.M., July 27, 1951, and that the defendant be and hereby is restrained from molesting plaintiff and their children in the place where she now lives, until further order of this Court.

F. LeRoy Allen
JUDGE

" " " "

of kin may have successors and assigns, and that there may be unknown heirs at law, next of kin, devisees, legatees, executors, administrators, successors and assigns of deceased unknown heirs at law and next of kin, and such of their respective assigns as are deceased, of Sara Leonard, Adellah L. Hunt, G.adys Leonard, Geneva Leonard Zimmer, Harold Haner, Mildred Cass, Leonard Cass, Deke Timmerman, George Leonard, Jane Leonard, William Leonard, Agnes Leonard Sheets, Leonard Lane, Jacob Leonard, David Leonard, Agnes Leonard, Harry Leonard, Iona L. Robey, deceased; are interested and necessary parties and that the residences of such defendants so unknown to the plaintiff can not, with reasonable diligence, be ascertained; and that service of summons on such defendants can not be made, it is ordered that proceedings against said defendants be had with out naming them.

It is ordered that service by publication be made for six (6) consecutive weeks in a newspaper printed in this County; that it contain a summary statement of the object and prayer of the petition, mention the Court wherein it is filed, and notify the persons thus to be served when they are required to answer.

And it is further ordered that immediately after the first publication the party making this service deliver to the clerk of this Court copies of the newspaper containing such publication with the proper postage, that said clerk mail a copy to each of said defendants whose residence is known to the plaintiff at the residence named therein and make an entry thereof upon the proper docket.

F. LeRoy Allen
JUDGE

" " " "

It is therefore ordered, adjudged and decreed that said judgment stand revived in the amount of $190.67 (One hundred ninety and 67/100 dollars) with interest from date of judgment.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:
Sanders & Grigsby
Attorneys for Plaintiff

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Matthews Motor Sales, Inc.,
Plaintiff,
-vs-
Otto Rausch,
Defendant.

Case No. 16843
Filed July 25, 1951.

This day came the parties herein and their attorneys; also came the following named persons as jurors, towit:

R. Floyd Belt
Vineta Foos
Neva Hill
Martha Rieckers
Chas. L. Evans
Marlyn Applegate
Fred C. Sidle
George E. Taylor
Austin Nibert
Robert MacIvor
John Gray
Earl Watts

who were duly impaneled and sworn according to law; and thereupon the case came on for hearing on the pleadings and evidence.

And after hearing the evidence, argument and charge of the court, the jury retired to their room in charge of the bailiff for deliberation.

And now comes said jury into open court with their verdict in writing, signed by each concurring juror, and say: "We, the jury, R. Floyd Belt, Vineta Foos, Neva Hill, Martha Rieckers, Chas. L. Evans, Marlyn Applegate, Fred C. Sidle, George E. Taylor, and Austin Nibert, being duly impaneled and sworn and affirmed, find the issues in this case in favor of the Defendant, Otto Rausch, and we do so render our verdict upon the concurrence of nine members of our said jury, that being three-fourths of our number."

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:
Todd Hoopes
Attorney for Plaintiff

Sanders & Grigsby
Attorneys for Defendant

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Blanche I. Morrison,
Plaintiff,
-vs-
Thomas J. Morrison,
Defendant.

Case No. 16246
Filed July 26, 1951.

This day this cause came on for hearing on the application of Blanche Morrison Chase, the plaintiff, for citation of Thomas J. Morrison, the defendant, to appear and show cause why he should not comply with the former order of this Court. On consideration of said application, it is ordered by the Court that the said defendant, Thomas J. Morrison, be and appear before this Court on the 1st day of August, 1951, at 9:30 A.M., and then and there show cause, if any he may have, why he should not comply with the former order of this Court and support his children, or stand in contempt.

It is further ordered that the said defendant be given notice of the pendency hereof by service of a copy of the Application and this Entry at least five days before said time set for hearing.

F. LeRoy Allen
JUDGE

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
IN THE MATTER OF THE APPROPRIATION OF AN EASEMENT FOR HIGHWAY PURPOSES OVER THE LANDS OF LAWRENCE HALL ET AL., AND NECESSARY IN THE CONSTRUCTION AND IMPROVEMENT OF U.S. ROUTE NO. 33, SECTIONS (0.00-2.88) IN FRANKLIN COUNTY AND U.S. ROUTE NO. 33, SECTIONS (23.34-23.65) IN UNION COUNTY, OHIO.

Case No. 16765
Filed July 25, 1951.

This cause came on to be heard upon and argument on the plaintiff-appellants' motion to dismiss the amended resolution filed herein by the defendant-appellee, and the Court, after due consideration of the evidence presented and written briefs filed by counsel for both parties, finds that the motion to dismiss is not well taken.

It is therefore ordered, adjudged and decreed that the motion to dismiss the amended resolution is overruled.

The Court finds that the appeal has been properly perfected for further proceedings on the amended resolution and amended plat and that said proceedings are substantially regular as provided by law.

And this cause coming on further to be heard, by agreement of counsel, it is ordered that this cause be continued indefinitely until such time as is convenient for the parties hereto.

To all of which the plaintiff-appellants except.

F. LeRoy Allen
JUDGE

APPROVED:
C. William O'Neill
C. WILLIAM O'NEILL
Attorney General

Everett H. Krueger, Jr.
EVERETT H. KRUEGER, JR.
Assistant Attorney General

Myers & Hoopes
MYERS & HOOPES
Attorneys for appellants

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ORDER FOR ATTACHMENT IN CONTEMPT
Hazel M. Allinder,
Plaintiff,
-vs-
Veldon A. Allinder,
Defendant.

Case No. 16208
Filed July 27, 1951.

It appearing to the Court that said Veldon A. Allinder has failed to appear and show cause why he should not be punished for contempt in pursuance to the order of this Court heretofore made and the notice thereof duly served upon him personally, it is ordered that attachment be issued forthwith for the said Veldon A. Allinder.

F. LeRoy Allen
JUDGE

APPROVED BY:
William L. Coleman
WILLIAM L. COLEMAN
ATTORNEY FOR PLAINTIFF
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Cleora Davidson,
Plaintiff,
-vs-
Jess Davidson,
Defendant.

Case No. 16870
Filed July 27, 1951.

This cause came on for hearing on the Motion of the Plaintiff for alimony and support pending this action together with a Motion for payment of Plaintiff's attorney fees; and the parties having appeared before the Court and upon consideration of the evidence, it is ordered that the Defendant pay to the Clerk of Courts of Union County, Ohio, the sum of $50.00 per week, starting this day, during the pendency of this action or until otherwise ordered by the Court; $40.00 of said sum being for the support and maintenance of the parties minor children and $10.00 toward the payment of Plaintiff's attorney fees.

It is further ordered by the Court that the Plaintiff pay out of the sum allowed for maintenance of the children the monthly payments to the Seaboard Finance Company and that the Defendant pay the sums of $100.00 and $80.00 to his respective brothers.

It is further ordered by the Court that the Defendant be allowed to visit said minor children at all reasonable times during the pendency of this action.

7/27/51

F. LeRoy Allen
JUDGE

APPROVED BY:
Luther L. Liggett
Attorney for Plaintiff

Attorney for Defendant
" "ADL

ENTRY
Louise L. Wilcox,
Plaintiff,
-vs-
Marion Wilcox,
Defendant.

Case No. 16883
Filed July 28, 1951.

This cause came on for hearing on the Motion of the Plaintiff for alimony and support pending this action and the parties attorneys having appeared before the Court and upon consideration of the evidence, it is ordered that the Defendant pay to the Plaintiff a sum equal to one-half of the monthly milk checks per month during the pendency of this action or until otherwise ordered by the Court for the maintenance and support of said minor children.

It is further ordered by the Court that the Plaintiff pay out of the funds payed her by the Defendant the sum of $20.00 per month to the City Loan Company of Marysville, Ohio, on the parties mortgage.

It is further ordered by the Court that the Defendant be allowed to visit said minor children at all reasonable times during the pendency of this action.

7/28/51

F. LeRoy Allen
JUDGE

APPROVED BY:
Luther L. Liggett
Attorney for Plaintiff

William L. Coleman
Attorney for Defendant
" ADL

JOURNAL ENTRY
State ex rel Alberta Davis Kuhn,
Plaintiff,
-vs-
Clyde Zimmerman,
Defendant.

Case No. 16015
Filed July 30, 1951.

This day this cause came on to be heard upon the Application of the Plaintiff and the Court being fully advised in the premises finds that said Application is reasonable and should be granted. It is, therefore, ordered that the Defendant, Clyde Zimmerman, appear before this Court on Thursday, August 2nd, 1951, at 10:00 o'clock A.M. and then and there show cause why he should not be punished for contempt. It is further ordered that a copy of notice be served upon the Defendant at his place of employment, The Shell Bulk Station, Marysville, Ohio, by the Sheriff of Union County, Ohio.

F. LeRoy Allen
JUDGE

APPROVED BY:
William L. Coleman
WILLIAM L. COLEMAN
ATTORNEY FOR PLAINTIFF
" ADL

ENTRY
Wilford Lee Broadstone,
Plaintiff,
-vs-
Pauline Louise Broadstone,
a minor 20 years of age by her
custodian and next friend,
Marge Payne,
Defendant.

Case No. 16882
Filed July 30, 1951.

This day this cause came on to be heard upon the motion of defendant for sustenance and expenses during the pendency of this action and for attorney fees and expenses. It is, therefore, ordered by the Court that this cause be set for hearing before the Honorable Judge F. Roy Allen, Judge of the Court of Common Pleas, Union County, Ohio, at 10 o'clock Thursday, August 2nd, 1951, or as soon as thereafter as the same may be heard.

F. LeRoy Allen
JUDGE

" "ADL

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Virginia Lowry,
Plaintiff,
-vs-
Gerald Everett Lowry,
Defendant.

Case No. 16673
Filed July 31, 1951.

This day this cause come on to be heard upon the affidavit of plaintiff that defendant had not complied with the order of the court issued on the 7th day of July, 1951, and as a result has not purged himself of contempt.

It is further ordered, adjudged and decreed that the defendant, Gerald Everett Lowry appear before this court on the 4th day of August, 1951, at 10 o'clock A.M. and show cause why sentence should not be pronounced against him.

It is further ordered that service of the copy of this entry on defendant shall constitute notice as to the time and place of said hearing, and of the matters to be disputed of thereafter.

F. LeRoy Allen

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Helen Louise Weldon,
Jerome Township,
Union County, Ohio,
Plaintiff,

Case No. 16885
Filed August 1, 1951.

-vs-
Floyd Weldon,
Jerome Township,
Union County, Ohio,
Defendant.

This cause came on to be heard on the motion of the plaintiff for alimony and temporary custody and temporary support of the minor children of the parties. Notice of the time and place of the hearing thereof having been given defendant. And the Court upon consideration of the matter orders that temporary custody of said minor children, namely Dorothy Mae Weldon and Donald Floyd Weldon be given to the plaintiff during the pendency of this action and that the defendant pay to the plaintiff the sum of Twenty Dollars ($20.00) per week for the support of said children during the pendency of this action.

F. LeRoy Allen
JUDGE

APPROVED:
Gilbert Kirby
By: Stanley P. Zuris
Attorney for Plaintiff

Clifton L. Caryl
Attorney for Defendant
" " " "

That the parties hereto were married on the 26th day of January, 1946, at Greenup, Kentucky, and as the issue thereof they have the following named children, towit: Katherine Mitchell, age 4 years and Roland Lee Mitchell, age 3 years.

The Court further finds, upon the evidence adduced, that the defendant Ruth Mitchell, has been guilty of gross neglect of duty toward the plaintiff and that by reason thereof he is entitled to a divorce as prayed for.

Therefore, it is ordered and adjudged by the Court that the marriage contract heretofore existing between the said Vernon Mitchell and the said Ruth Mitchell be, and the same hereby is dissolved and both parties are released from the obligations of the same and that they be, and are hereby divorced.

It is further ordered that the custody, care, education and control of the said children of the parties hereto be, until further ordered, confided to the said defendant exclusively. However, the plaintiff shall have the exclusive care and control of said children, or either of them, from the hour of 6:00 P.M. on Saturday to and including the following Sunday until 8:00 P.M. beginning Saturday August the 4th, 1951, and at the same days and hours every two weeks thereafter until otherwise ordered by the Court, and the said plaintiff shall have the right to visit the said children at such other times as said parties may mutually agree.

It is further ordered by the Court that for the maintenance and support of their said two children, the plaintiff pay to the defendant, through the Clerk of this Court, the sum of $1.00 per day for each child, beginning this day and to continue until further ordered by the Court.

It further appearing to the Court that the parties hereto have no property, moneys or investments of whatsoever nature excepting household goods of the approximate value of $300.00 and a 1940 Ford Deluxe Tudor Automobile of the approximate value of $300.00. Therefore, the Court does hereby adjudge the said household goods to the said Defendant, she to have and hold the same as her own, excepting the plaintiff's personal effects and wearing apparel, and does hereby adjudge the automobile to be the sole property of the Plaintiff and the said defendant is hereby ordered and directed to execute the necessary papers to transfer her title and interest therein to the plaintiff, and upon her failure within ten days to complete the transfer of said automobile to the plaintiff, then that the Clerk of this Court use so much of this Entry as may be necessary to, and that she cause the same to be transferred to the plaintiff.

It is further considered and ordered by the Court that the said plaintiff pay the balance of the costs of this proceeding over and above the deposits made herein, including therein the payment of $75.00 to William L. Coleman the defendant's Attorney within thirty days, and execution is awarded therefor. And it surther ordered that this proceedings be recorded.

F. LeRoy Allen
JUDGE

APPROVED:
Myers & Hoopes
Attorneys for Plaintiff

William L. Coleman
Attorney for Defendant

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Alice T. Allinder,
Plaintiff,
-vs-
Vernon D. Allinder,
Defendant.

Case No. 16901
Filed August 2, 1951.

This day this cause came on for hearing on the motion of the Plaintiff, Alice T. Allinder asking for a temporary restraining order and temporary alimony and support, and on consideration thereof it is ordered by the Court that the said defendant be, and he hereby is, enjoined from selling, mortgaging, transferring or otherwise disposing of the personal property mentioned in the Plaintiff's petition and he is further restrained from molesting Plaintiff and their children in the place where they now live.

It is further ordered by the Court that the defendant appear before this Court on the 11 day of August, 1951, at 10:00 o'clock A.M. and then and there show cause why he should not pay the plaintiff temporary alimony and support pending this action.

F. LeRoy Allen
JUDGE

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

Filed July 30, 1951.

Entry Appointing Deputy Sheriff

By virtue of the powers vested in me as Sheriff of Union County, Ohio, and in persuance and in compliance with Section 2830 of the General Code of Ohio, I do hereby appoint Dr. H. E. Stricker Special Deputy Sheriff of Union County, Ohio, invested with all authority and power of a Deputy Sheriff.

Walter T. Galloway
Sheriff of Union County, Ohio.

Whereupon came Dr. H. E. Stricker, Harold E. Stricker, and accepted said appointment and office and made oath as follows:

STATE OF OHIO, UNION COUNTY:

I do solemnly swear that I will support the Constitution of the United States and of the State of Ohio, and that I will faithfully and impartially discharge the duties of Deputy Sheriff of Union County, Ohio, to which if have been appointed according to law and the best of my ability.

Harold E. Stricker
Dr. H. E. Stricker

Sworn to before me and subscribed in my presence this 19th day of July, 1951.

F. LeRoy Allen
Judge of the Common Pleas

The above appointment approved by me this 19th day of July, 1951.

F. LeRoy Allen
Judge of the Court of Common Please, Union County, Ohio.

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

The custody of the four minor children of the parties is awarded exclusively to the plaintiff but the defendant shall have the right of visitation during daylight hours and the defendant for the next eighteen months is ordered to pay to the plaintiff the sum of $35 per week for the support of Joyce Ann Marine and Beverly Marine and it is ordered that the plaintiff be responsible for the support of Phyllis Marine and Robert Marine and that she pay the present outstanding bill to Spiegel May Stern Company.

It is further ordered that all sums payable to Gladys Marine for the support of minor children be paid to the clerk of this Court, and that at the end of eighteen months from the date hereof the payment for the support of Joyce Ann Marine and Beverly Marine shall be reduced to $20 per week. This order is subject to modification at any time upon good cause shown. The costs of this action amounting to are taxed to the defendant.

Arthur D. Tudor
Common Pleas Judge

APPROVED BY:
Sanders & Grigsby
Attorneys for Plaintiff

Myers & Hoopes
Attorneys for Defendant
" " " "

ENTRY
Stanley T. Salsbury,
Plaintiff,
-vs-
Mary F. Salsbury,
Defendant.

Case No. 16845
Filed Aug. 16, 1951.

This cause settled and dismissed without record, costs paid.

Arthur D. Tudor
JUDGE

APPROVED:
Hoopes & Hoopes
Attorneys for Plaintiff

Richard L. Cameron
Attorneys for Defendant
" " " "

in this cause, therein praying for temporary and permanent injunction against the defendants, and asked the Court to fix a day and time for hearing and to cite the defendants to then and there and at said time to appear and show cause, if any they or either of them may have, why a temporary restraining order should not be granted forthwith.

Therefore, on consideration thereof the Court does hereby fix Saturday the 22 day of September, 1951, at 10:00 o'clock A.M. for hearing, and it is ordered that the defendants appear at said time and then and there show cause, if any they may have, why they should not be temporarily enjoined from closing that part or portion of said old Highway #33 or any part thereof that runs through and over a portion of plaintiff's farm, commencing at the intersection of said old Highway #33 with the East line of the said proposed new Highway, thence in an easterly direction with the said old highway as the same now exists to the intersection of State Highway #161, and also the approach to and the connection with said new Highway.

It is further ordered that a copy of this Entry as and for a notice be served on the said defendants.

Arthur D. Tudor
JUDGE

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Neva Shirk,
Plaintiff,
-vs-
Heber L. Shirk, the Richwood Banking Company of Richwood, Ohio, and the Citizens Federal Savings and Loan Association of Marysville, Ohio,
Defendants.

Case No. 16911
Filed August 28, 1951.

This day this cause came on to be heard upon the Petition of the plaintiff and the Motion of Plaintiff for an injunction restraining defendant from molesting or annoying plaintiff during the pendency of this action or from disposing of any of his assets and for temporary alimony and support of minor children.

It is ordered that said Motion be for hearing before this Court on the 8th day of September,1951, at 10 o'clock A.M.

It is further ordered that service of a copy of this Entry on defendant shall constitute notice as to the time and place of said hearing.

COMMON PLEAS JUDGE

" "ADL

JOURNAL ENTRY
White Cross Hospital,
Columbus, Ohio,
Plaintiff,
-vs-
James Kinnear,
Magnetic Springs, Ohio,
Defendant.

Case No. Certificate of Judgment 412
Filed August 17, 1951.

The judgment and costs in this case having been fully paid, the judgment lien of record is hereby released.

Arthur D. Tudor
JUDGE

Norman C. Carey
Approved
" " " " " " " " " " " " " " " " " " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Frederick G. Trees,
Plaintiff,
-vs-
Delores Trees,
Defendant.

Case No. 16837
Filed August 17, 1951.

On application of the defendant, and the court being of the opinion that an order restraining the plaintiff from molesting, harming, and interfering with the person of defendant is necessary, it is ordered, decreed and adjudged that plaintiff be enjoined during the pendency of this action, from in any way harming, molesting, or interfering with the defendant's person.

Arthur D. Tudor
COMMON PLEAS JUDGE

APPROVED BY:
William L. Coleman
Attorney for Plaintiff

Sanders & Grigsby
Attorneys for Defendant
" "ADL

JOURNAL ENTRY
Ida Mae Hayes,
Plaintiff,
-vs-
Ferman Hayes,
Defendant.

Case No. 16894
Filed August 17, 1951.

Both parties appearing by counsel, and it appearing the Plaintiff has vacated the premises owned by the Defendant and does not desire the use thereof, it is ordered that the Defendant, Ferman Hayes, is no longer restrained from selling or otherwise disposing of any of his property and he is entitled to the immediate possession thereof including the garden and produce therefrom.

It is further ordered that the Defendant shall not be ordered to pay the doctor, medical, and hospital expenses required by the Plaintiff.

Arthur D. Tudor
JUDGE

APPROVED:
Robert F. Allen
ROBERT F. ALLEN
Attorney for Plaintiff

Myers & Hoopes
By Todd Hoopes
TODD HOOPES
Attorneys for Defendant
" ADL

ENTRY
Cecil Leonard,
Plaintiff,
-vs-
Charles Spring, et al.,
Defendants.

Case No. 16880
Filed August 17, 1951.

For good cause shown, leave is hereby granted the defendants, Earl Leonard and William E. Leonard, to plead herein on or before August 25, 1951.

Arthur D. Tudor
JUDGE

" "ADL

ENTRY
Norma Dean,
Plaintiff,
-vs-
Dale Dean,
Defendant.

Case No. 16909
Filed August 17, 1951.

This day this cause came on for hearing on the motion of the Plaintiff, Norma Dean, asking for temporary alimony and support and a temporary restraining order; and on consideration thereof, it is ordered by the Court, that the said Defendant be, and he hereby is, restrained from molesting the plaintiff and their children in the place where they now live.

It is further ordered by the Court that the Defendant appear before this Court on the 10 day of September, 1951, at 9:30 o'clock A.M. and then and there show cause why he should not pay the Plaintiff temporary alimony and support pending this action.

Arthur D. Tudor
JUDGE

" ADL

ENTRY DECREEING PARTITION AND ORDERING COMMISSIONERS
Everett E. Current,
Plaintiff,
-vs-
Laverne Current, et al.,
Defendants.

Case No. 16856
Filed August 17, 1951.

This cause coming on for hearing on the 17th day of August, 1951, on the Petition, the Answer of Richard L. Cameron, Trustee for the suit of Laverne Current, the Waiver of service of summons and the evidence and the Court finds that it has jurisdiction of the subject matter and all the parties are properly before the Court.

The Court finds from the evidence that the Plaintiff is the owner of an estate in fee simple of an undivided one-sixth (1/6) interest in the real estate described in the Petition and that James O. Current, Starley Current, Roy Current, Weldon Current and Viana O. Stout each also own an undivided one-sixth (1/6) interest in the real estate described in the Petition.

The Court further finds that the Plaintiff is entitled to have partition made of said premises as prayed for in the Petition.

It is, therefore, ordered, adjudged and decreed that the prayer of said Petition be granted and that partition of said property be made and Fred Johnson, W. F. Cody and W. B. Zolman, three disinterested and judicious freeholders of the vicinity are hereby appointed Commissioners to make the same.

It is further ordered that a writ issue to the Sheriff of Union County, Ohio, commanding him that by the oath of said Commissioners he cause to be set off the real estate to which they are hereinbefore found to be entitled. That in lieu thereof the entire tract be appraised and the Sheriff is ordered to make return of his proceedings forthwith.

Arthur D. Tudor
JUDGE

APPROVED BY:
William L. Coleman
Attorney for Plaintiff

" " " "

That the Defendant, Laura Anna Stierhoff, an incompetent, owns an undivided one-third (1/3) interest in fee simple in said property and that Mabel Nicol is her legal Guardian and duly appointed in the Probate Court of Union County, Ohio;

And that Plaintiff, Howard C. Stierhoff, is entitled to have partition made of said premises as prayed for in the Petition.

It is, therefore, ordered, adjudged and decreed that partition of said property be made and that W. B. Zolman, Fred Johnson and W. F. Cody, three disinterested and judicious freeholders of the vicinity are hereby appointed Commissioners to make the same.

It is further ordered that a Writ issue to the Sheriff of Union County, Ohio, commanding him that by the oath of said Commissioners 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 to be entitled, and of his proceedings herein the Sheriff is ordered to make due return.

Arthur D. Tudor
JUDGE

APPROVED BY:
William L. Coleman
William L. Coleman, Attorney for Plaintiff

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
State of Ohio,
-vs-
Estell Crisp,
Defendant.

Case No. 3157
Filed July 14, 1951.

Indictment for assault with a deadly weapon, G. C. _____.

This day came Luther L. Liggett, the Prosecuting Attorney on behalf of the state, and in open court, for good cause shown with leave of court, entered a nolle-prosquoi on the above indictment. The bond in the amount of $3000.00 previously entered into is hereby released.

Luther L. Liggett
Prosecuting Attorney,
Union County, Ohio.

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

Sworn to before me and subscribed in my presence this 15th day of April, 1951.

F. LeRoy Allen
Judge of the Court of Common Pleas

The above appointment approved by me this 15th day of April, 1951.

F. LeRoy Allen
Judge of the Court of Common Pleas,
Union County, Ohio.

" " " "

That the balance in the sum of $23.75 be accounted for by said Clerk according to law.

F. LeRoy Allen
JUDGE

APPROVED BY:
William L. Coleman
WILLIAM L. COLEMAN, ATTORNEY FOR PLAINTIFF
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

Rietta Guy	1/6 int. $833.34 minus $58.80 (costs)	- Net Amt. $774.54
Eugene F. Davies	1/6 int. $833.34 minus $58.50 (costs)	- Net Amt. $774.54
Bernice Fox	1/6 int. $833.33 minus $58.80 (costs)	- Net Amt. $774.53
William C. Davies	1/6 int. $833.33 minus $58.80 (costs)	- Net Amt. $774.53
Mariana Skillman	1/6 int. $833.33 minus $58.80 (costs)	- Net Amt. $774.53

Upon such payment and the payment of costs herein the Sheriff of Union County, Ohio, shall execute and deliver to the said Marceleite Cooper a deed for said real property.

F. LeRoy Allen
JUDGE

APPROVED BY:
William L. Coleman
WILLIAM L. COLEMAN, ATTORNEY FOR PLAINTIFF
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Beach-Chandler Lumber
Company, a partnership,
Plaintiff,

-vs-
George W. Wilson, also known as
Geo. W. Wilson, Jerome Township,
Union County, Ohio, Mayme P.
Wilson, Jerome Twp.,
Union County, Ohio,
Defendant.

Case No. 16921
Filed Sept. 10, 1951.

This day came the plaintiff, by his attorney; also appeared in open court, for and on behalf of said defendants, an attorney at law of this court, and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendants, entered the appearance of said defendants, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendants, and in favor of said plaintiff, for One Hundred Sixty-six ($166.98) dollars and ninety-eight cents, being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and released and waived all exceptions, errors, and right of appeal in the premises.

It is therefore considered that said plaintiff recover of said defendants the sum of One Hundred Sixty-six ($166.98) dollars and ninety-eight cents, being the amount of said note with interest computed at six per cent per annum, from the 11th day of December, 1950, until June 11, 1951, and interest at 8% from June 11, 1951, and also his costs herein expended, taxed at $_____.

F. LeRoy Allen
JUDGE

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Hattie Brown,
Plaintiff,
-vs-
Kenneth Brown,
Defendant.

Case No. 16908
Filed Sept. 10, 1951.

This day this cause came on to be heard upon the motion of plaintiff for temporary alimony and a restraining order enjoining defendant from molesting her during the pendency of this action.

It is ordered by the Court that the defendant pay to the Clerk of this court the sum of $25.00 per week for the support of plaintiff and the minor child of the parties, Barbara Brown. It is further ordered that the defendant pay the sum of $5.00 per week to the Clerk of this Court for attorney fees for Sanders & Grigsby, attorneys for plaintiff, until the sum of $100.00 has been paid.

It is further ordered that the defendant be and he hereby is enjoined from molesting plaintiff during the pendency of this matter.

F. LeRoy Allen
JUDGE

APPROVED BY:
Sanders & Grigsby
Attorneys for plaintiff

Robert F. Allen
Attorney for Defendant
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Wilford Lee Broadstone,
Plaintiff,
-vs-
Pauline Louise Broadstone, a minor 20 years of age by her custodian and next friend Marge Payne,
Defendant.

Case No. 16882
Filed Sept. 15, 1951.

This cause came on for hearing on the 12th day of September, 1951, for temporary alimony pending a final determination of this cause and the court being fully advised in the premises.

It is hereby ordered, adjudged and decreed that the Plaintiff, Wilford Leed Broadstone, shall pay the sum of $10.00 today and the sum of $10.00 on Monday of each week hereafter to the Defendant as temporary alimony during the pendency of this cause said payments to be made through the Clerk of Courts of Union County, Ohio.

It is further ordered the determination of attorney fees for the attorney for the Defendant shall be held in abeyance until further order of the Court.

F. LeRoy Allen
JUDGE

APPROVED:
Robert F. Allen
ROBERT F. ALLEN, ATTORNEY FOR PLAINTIFF

Clifton L. Caryl
CLIFTON L. CARYL, ATTORNEY FOR DEFENDANT
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Gordon N. Justice,
Plaintiff,
-vs-
Helen F. Justice,
Defendant.

Case No. 16871
Filed Sept. 18, 1951.

Case dismissed, costs paid, no record.

F. LeRoy Allen
Common Pleas Judge

APPROVED BY:
Sanders & Grigsby
Attorneys for Plaintiff
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

APPROVED BY:
Luther L. Liggett
LUTHER L. LIGGETT, PROSECUTING ATTORNEY

Betty Allinder
BETTY ALLINDER, PROSECUTING WITNESS

William L. Coleman
WILLIAM L. COLEMAN, ATTORNEY FOR DEFENDANT
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Fred McBride,
Plaintiff,
-vs-
Chester D. Hart,
Defendant.

Case No. 16923
Filed Sept. 22, 1951.

Case dismissed with prejudice to new action at plaintiff's cost. Costs paid, no record.

F. LeRoy Allen
Common Pleas Judge

Hoopes & Hoopes
Attorneys for Plaintiff

Sanders & Grigsby
Attorneys for Defendant
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

SEPARATION AGREEMENT

These articles of separation made and concluded at Richwood, Ohio, this 31st day of July, 1951, by and between Ida Mae Hayes and Ferman Hayes, wife and husband, witnesseth:

Whereas, the parties hereto have agreed upon an immediate separation, and do hereby agree to live separate and apart during the remainder of their natural lives, and

Whereas such party has fully disclosed to the satisfaction of the other all property both real and personal that he or she now owns, and

Whereas, the said Ferman Hayes, has this day paid to the said Ida Mae Hayes the sum of Six Hundred Dollars ($600.00), the receipt of which is hereby acknowledged, and

In consideration of the mutual promises herein contained, each shall be entitled to the personal property and real estate now owned by each person, including household goods and automobile.

Ida Mae Hayes agrees to deliver possession of the residence property occupied by her and owned by Ferman Hayes on or before August 11, 1951, and further agrees not to destroy or damage said property.

Whereas, the Common Pleas Court in a divorce action now pending between said parties has made certain orders with reference to Temporary alimony, doctor, medical, and hospital expenses required by Ida Mae Hayes, it is agreed that Ida Mae Hayes, in consideration of the Six Hundred Dollars ($600.00) above set forth, agrees to save Ferman Hayes harmless from the payment of any temporary alimony, doctor, medical, and hospital expenses that may be required by the said Ida Mae Hayes, without regard to the amount. Ida Mae Hayes further agrees to pay all of the court costs, attorney fees, and all other fees relative to the divorce action now pending. Ferman Hayes pays his own attorney fees.

Now, therefore, in consideration of the promises, each party hereto does hereby release and discharge the other from all obligations of support, and from all other claims, rights, and duties arising or growing out of said marital relations; and said parties mutually agree that each party hereto may freely sell or otherwise dispose of his or her own property, by gift, deed, or Last Will and Testament, and each party is by these presence hereby barred from any and all rights or claims by way of dower, inheritance, descent, distribution allowance for 12 months support, right to remain in the mansion house, and all rights or claims as widow, widower, heir, distributee, survivor or next of kin, and all other rights or claims whatsoever, in or to the estate of the other, whether real or personal, and whether now owned or hereafter to be acquired, which may, in any manner, arise or accrue by virtue of said marriage.

Each party hereto, for the consideration aforesaid, does hereby release and relinquish to the other, and to the heirs, executors, administrators, devisees, legatees, and assigns of the other, all claims or rights of dower, inheritance and a distributive share, or as widow, widower, heir, survivor, distributee or next of kin, in and to all the estate of the other, whether now owned or hereafter acquired, and all claim or right to an allowance of 12 months support, or to reside in the mansion house, and all other rights or claims whatsoever, which may, in any manner, arise or accrue by virtue of said marriage.

Each party further agrees that the other party shall have full liberty to dispose of all his or her property, real and personal, whether now owned or hereafter acquired, during life, or by Last Will and Testament, and that, upon the death of such party, all of his or her property, real and personal, which shall not have been disposed of, during life or by Last Will and Testament, shall descend to, vest in, and be distributed to, such person or persons as would be entitled to the same by the statutes of descent and distribution of the State of Ohio then in effect, had the surviving party died during the life of the other party.

Each party hereby waives any right which he or she may have, to administer the estate of the other party, upon the death of such other party.

Each party hereto further agrees, upon request of the other, to execute and acknowledge any and all deeds or other instruments of release or conveyance to enable such other to sell, convey, mortgage, or otherwise dispose of or incumber his or her real property, free from any apparent right of dower therein.

IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first above written.

WITNESSES:

_____

(S) Ida Mae Hayes
Ida Mae Hayes

_____

(S) Ferman Hayes
Ferman Hayes

STATE OF OHIO, UNION COUNTY, SS:

Before me, a Notary Public, in and for said county, personally appeared the above named, Ida Mae Hayes and Ferman Hayes, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Richwood, Ohio, this 31st day of July, 1951.

(S) Robert F. Allen
Robert F. Allen, Notary Public
State of Ohio. My comm. ex. 3-8-52.

" " " "

The Court further finds, upon the evidence adduced, that the Defendant has been guilty of Gross Neglect of Duty and Extreme Cruelty and by reason thereof the Plaintiff is entitled to a divorce as prayed for.

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

It is further the order of the Court that the plaintiff be restored to her former married name of Rebecca Young.

It is further considered by the Court that the said Plaintiff pay the costs of this prosecution.

F. LeRoy Allen
JUDGE

APPROVED:
William J. Porter
Pltff's Atty.

" "ADL

JUDGMENT ENTRY

Walter R. Kaufman,
Plaintiff,

-vs-

Leo Cozad and Elizabeth Cozad,
Defendants.

Case No. 16932
Filed Sept. 28, 1951.

This day came the plaintiff, by his attorney; also appeared in open court, for and on behalf of said defendants, Gwynn Sanders, an attorney at law of this court, and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendants, entered the appearance of said defendants, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendants, and in favor of said plaintiff, for Eight Hundred Sixty Three & --- dollars and twenty four 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 from said defendants the sum of Eight Hundred Sixty Three----- dollars and twenty four cents, being the amount of said note and unpaid interest due thereon from the 28th day of September, 1951, to date of judgment; and also recover his costs herein expended, taxed at $_____, and interest on said judgment at six per cent. per annum, from said date of judgment until paid.

F. LeRoy Allen
JUDGE

" ADL

DECREE FOR PARTITION

Emma Coder,
Plaintiff,

-vs-

Azel Coder, et al.,
Defendants.

Case No. 16899
Filed Sept. 28, 1951.

This cause coming on to be heard on the Petition and the Answer of Luther Liggett, Guardian Ad Litem of minor defendants, namely, Donald Coder, Robert Coder, and Barbara June Coder, and the waiver and consent to partition of all other defendants, all of whom have entered their appearance herein or have been duly served with summons, and the evidence, the Court finds that the Plaintiff is seized of and has legal right to the undivided one-third part of the premises described in said petition, and is entitled to hold the same in severalty; that the defendants are tenants in common with her in the following proportions, towit:

That the Defendants, Azel Coder, Marion Coder, Thelmo Coder, Lloyd Coder, Hazel Plotner, Alberta Barry, George Edward Coder and Dwight Coder have an undivided 2/21 interest and the Defendants, Donald Coder, Robert Coder and Barbara June Coder, have an undivided 2/105 interest.

It is therefore adjudged and decreed that the said Emma Coder, Plaintiff, be endowed of one full one-third part of said premises and that subject thereto partition of said property be made in the proportions above designated, and that an order issue to the Sheriff of Union County commanding him that, by the oaths of Lee Wilkins, Alba Mathers, and Harold J. Coleman, three judicious disinterested freeholders of the vicinity, who are hereby appointed commissioners for that purpose, he set off to the plaintiff and the other co-defendants aforesaid their aforesaid proportions of said estate in severalty; and of his proceedings made due return.

F. LeRoy Allen
JUDGE

APPROVED:
Clifton L. Caryl
Attorney for Plaintiff

" ADL

JOURNAL ENTRY

State of Ohio, ex rel.,
James Garvey, et al.,
Plaintiffs,

-vs-

Walter T. Galloway, Sheriff, etc.,
Defendant.

Case No. 16821
Filed Sept. 28, 1951.

On motion of plaintiffs this case dismissed at costs of plaintiff. No record.

APPROVED:
Harvey Crow
Attorney for Plaintiffs

F. LeRoy Allen
JUDGE

Gwynn Sanders
Attorney for Defendant

" ADL

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Cecil Leonard,
Plaintiff,
-vs-
Charles Spring, et al.,
Defendants.

Case No. 16880
Filed Oct. 1, 1951.

On motion of the defendant, Arthur Legner, the defendant Harry Howard Legner is hereby made party to this action.

F. LeRoy Allen
JUDGE

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Evangeline Ufferman,
Plaintiff,
-vs-
Edward R. Ufferman,
Defendant.

Case No. 16876
Filed Oct. 2, 1951.

This day this cause came on to be heard on the motion of the defendant to withdraw his answer filed herein. It is ordered that said answer be, and the same hereby is, withdrawn from the files.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:
Clifton L. Caryl
ATTORNEY FOR DEFENDANT
" "ADL

DECREE FOR DIVORCE
Evangeline Ufferman,
Plaintiff,
-vs-
Edward R. Ufferman,
Defendant.

Case No. 16876
Filed Oct. 2, 1951.

This day came the plaintiff, and the defendant having been duly served with summons and a copy of the petition herein and having failed to appear, the Court find defendant Edward R. Ufferman in default for answer or demurrer to said petition, and find that the allegations therein are confessed by him to be true.

The Court also find that at the time plaintiff filed her petition she had been a resident of the State of Ohio for more than one year and a resident of Union County for more than one year and that part of the cause of action stated in the petition arose in Union County, Ohio. That the parties hereto were married as set forth in said petition and there is one child issue of this marriage, namely Shirley Ann Ufferman who was born on August 17, 1946.

The Court further find upon the evidence adduced that the defendant has been guilty of gross neglect of duty and extreme cruelty and by reason thereof the plaintiff is entitled to a divorce as prayed for. It is therefore ordered, adjudged and decreed by the Court that the marriage contract heretofore existing between the said Edward R. Ufferman and Evangeline Ufferman be, and the same hereby is, dissolved and both parties are released from the obligations of the same.

It is further ordered that the custody, care, education and control of said minor child of the parties hereto be, until further order, confided to the said Evangeline Ufferman exclusively. The defendant is to have the right to visit said child at all reasonable hours.

It is further ordered that defendant pay to plaintiff the sum of Ten Dollars ($10.00) per week for the support of said minor child, the first payment to be made Saturday, October 6, 1951.

The Court further find that the parties hereto have entered into an agreement in writing whereby all questions concerning rights of property have been fully and completely settled and that said agreement is fair and just and therefore hereby approves and confirms the same.

It is further ordered that plaintiff pay the costs of this action taxed at $_____.

APPROVED BY:
Sanders & Grigsby
Attorneys for Plaintiff

F. LeRoy Allen
Common Pleas Judge.

Clifton L. Caryl
Attorney for Defendant
" ADL

ENTRY
Nellie Pinyerd,
Plaintiff,
-vs-
Homer Pinyerd,
Defendant.

Case No. 16893
Filed Oct. 2, 1951.

On oral Motion in open Court, it is ordered that the former Motion of Defendant and the Order entered thereon be dismissed.

F. LeRoy Allen
JUDGE

APPROVED BY:
Sanders & Grigsby
Attorney for Plaintiff

Clifton L. Caryl
Attorney for Defendant
" ADL

ENTRY
Nellie Pinyard,
Plaintiff,
-vs-
Homer Pinyard,
Defendant.

Case No. 16893
Filed Oct. 2, 1951.

This day this cause came on for hearing and came the Plaintiff into open Court, and the Defendant having been duly served with summons and a copy of the petition herein and having failed to appear, the Court find the Defendant, Homer Pinyard, in default for answer and demurrer to said petition.

The Court further find that Plaintiff at the time of filing her petition had been a resident of the State for more than one year and a bona fide resident of Union County for more than one year and that the parties were married as in said petition set forth; that there is one child issue of said marriage namely, Catherine Pinyard Collins, who is twenty years of age, married and fully emancipated.

The Court further find upon the evidence adduced that the Defendant has been guilty of gross neglect of duty and that by reason thereof Plaintiff is entitled to a divorce as prayed for.

The Court further find that the parties have settled all questions relating to

property and that in compliance with said settlement Plaintiff is to have the household furniture and her one half interest in the real estate. The Defendant is to have the Pontiac automobile and his one half interest in the real estate and all of his tools and personal effects.

It is therefore ordered, adjudged and decreed that the marriage contract heretofore existing between the said Nellie Pinyard and Homer Pinyard be and the same hereby is dissolved and both parties are released from the obligations of the same. Said property settlement as above set forth is hereby approved and confirmed.

It is further ordered that the Plaintiff pay the costs of this action taxed at $___ .

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:
Sanders & Grigsby
Attorneys for Plaintiff

Clifton L. Caryl
Attorney for Defendant

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

It is, therefore, ordered, adjudged and decreed that a divorce be granted to the plaintiff on her petition and that the marriage relation now existing between said parties, be and the same is now dissolved and the parties are hereby released therefrom. It is further ordered that the plaintiff be restored to her prior name, namely, Maude B. Reidinbaugh. Costs taxed to plaintiff.

F. LeRoy Allen
JUDGE

APPROVED BY:
Sanders & Grigsby
Attorneys for Plaintiff

John H. Willis
Defendant
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Robert J. Boerger,
Plaintiff,
-vs-
Edward Ufferman,
Defendant.

Case No. 16867
Filed Oct. 3, 1951.

This day this cause came on to be heard upon the demur of the plaintiff to the cross petition of the defendant and was submitted to the Court.

And the Court being fully advised in the premises find said demur to be well taken and sustains the same. Exceptions noted for defendant, leave granted defendant to plead by October 13th.

F. LeRoy Allen
JUDGE

APPROVED:
Hoopes & Hoopes
Attorneys for Plaintiff

Clifton L. Caryl
Attorneys for Defendant
" " " "

said child during the pendency of this action.

F. LeRoy Allen
JUDGE

" "ADL

JOURNAL ENTRY
State of Ohio,
Plaintiff,

Case No. 3287
Filed Oct. 11, 1951.

-vs-
Ralph H. Palmer,
Defendant.

Information for operating motor vehicle while under the influence of alcohol, G.C. 6307-19.

This day came into Court the Prosecuting Attorney on behalf of the State of Ohio and the defendant coming into Court in custody of the Sheriff was required to plead to the information.

Whereupon, said defendant acknowledged service of the information and upon the reading thereof entered a plea of not guilty to the information.

It is the order of the Court that bond in the amount of two hundred dollars ($200.00) be required and that trial of this cause be set for 1:00 o'clock P.M., October 13, 1951.

19/11/50

F. LeRoy Allen
JUDGE

APPROVED BY:
Luther L. Liggett
Prosecuting Attorney

" ADL

JOURNAL ENTRY
State of Ohio,
Plaintiff,

Case No. 3243, 3244, 3245, 3246, 3248, 3249.
Filed Oct. 11, 1951.

-vs-
Ernest C. Gilbert,
Glenn Gilbert,
James Garvey,
Defendants.

This matter came on to be heard upon a Motion by the defendants to inspect certain written matter that is in the hands and under the control of the Prosecuting Attorney of Union County, Ohio. The Court being fully advised in the premises finds that on about July 18, 1951, a written demand was made upon the Prosecutor of Union County for permission to inspect certain written evidence that is in the hands of and under the control of the Prosecuting Attorney of Union County, Ohio.

It is therefore ORDERED, ADJUDGED and DECREED that Luther L. Liggett, Prosecuting Attorney of Union County, Ohio, furnish or make it possible for the attorney for the defendants to make a copy of the following,

1. Any check or checks issued by the Cincinnati Livestock Producers Association to the above defendants.
2. Any invoice issued to above defendants by the Cincinnati Livestock Producers Association.
3. Statement signed by Earnest C. Gilbert at Urbana, Ohio.
4. Statement signed by Glenn Gilbert at London, Ohio.
5. The questions and answers given before the official Court Reporter of Union County, Ohio, by Glenn Gilbert and Ernest C. Gilbert prior to the meeting of the Grand Jury.
6. Any other written evidence that the Prosecutor expects to produce at the trial of the defendants.

F. LeRoy Allen
Judge of Court of Common Pleas

APPROVED:
Luther L. Liggett
Prosecuting Attorney

Harvey Crow
Attorney for Defendants

" ADL

ENTRY
Dick W. Rausch,
Plaintiff,

Case No. 16873
Filed Oct. 11, 1951.

-vs-
Matthews Motor Sales, Inc.,
Defendant.

Demurrer sustained; exceptions saved to the plaintiff. Plaintiff is given leave to plead by fifteen days from the date of this Entry.

F. LeRoy Allen
JUDGE

APPROVED:
Sanders & Grigsby
Attorneys for Plaintiff.

Myers & Hoopes
Attorneys for Defendant.

" ADL

JOURNAL ENTRY
James Ray Plotner,
Plaintiff,

Filed Oct. 11, 1951.
Case No. 16898

-vs-
The Buckeye Union Casualty Company,
Defendant.

This cause came on for hearing before the court, the parties waiving a jury, and on consideration of the pleadings and evidence the court finds that plaintiff ought to recover from defendant the sum of Two Hundred Four and 74/100 Dollars ($204.74) on the cause of action stated in the petition.

It is therefore ordered and adjudged that plaintiff recover from defendant the sum of Two Hundred Four and 74/100 Dollars ($204.74), for which judgment is hereby rendered, with costs.

Exceptions saved for defendant.

F. LeRoy Allen
JUDGE

APPROVED BY:
Clifton L. Caryl
Attorney for Plaintiff

E. A. Durbin
Attorney for Defendant
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Cecil Leonard,
Plaintiff,
-vs-
Charles Spring, et al.,
Defendants.

Case No. 16880
Filed Oct. 13, 1951.

The demurrer of defendant Earl Leonard to the Petition herein is hereby overruled, and said defendant may file answer herein by the 4th day of October, 1951; to which ruling defendant excepts.

F. LeRoy Allen
JUDGE

APPROVED:
Gilbert Kirby
Attorney for Plaintiff

Key, Butler & Harrison
Attorney for Defendant, Earl Leonard
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Clyde Fields, et al.,
Plaintiffs,
-vs-
Board of Education of the Union County School District, Union County, Ohio, et al.,
Defendants.

Case No. 16914
Filed Oct. 18, 1951.

This day this cause came on to be heard on the motion of the plaintiffs for a new trial and was submitted to the Court. Upon consideration whereof, the Court being fully advised in the premises find that said motion is not well taken and should be overruled.

It is, therefore, ordered, adjudged and decreed that said motion for a new trial be and it hereby is overruled.

The Court further overrules said motion of plaintiff for reinstatement of a temporary restraining order, as requested in said motion.

Exceptions noted for Plaintiffs.

F. LeRoy Allen
JUDGE

APPROVED:
Lloyd George Kerns - Knepper, White & Dempsey
Attorneys for Plaintiffs

Hoopes & Hoopes
Attorneys for Defendants
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Garfield Worbs, et al.,
Plaintiffs,
-vs-
Fred Brehm,
Defendant.

Case No. 15505
Filed Oct. 13, 1951.

Garfield Worbs and Jessie, Plaintiffs herein, having filed their motion for an order of court setting a date for trial of their cause; it is hereby ordered that said motion be for hearing before the Court at 10 o'clock A.M., October 27, 1951.

F. LeRoy Allen
JUDGE

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY OF ELECTION TO TAKE IN PARTITION

Emma Coder,
Plaintiff,
-vs-
Azel Coder, et al.,
Defendants.

Case No. 16899
Filed Oct. 20, 1951.

This cause coming on to be heard on 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 to the Court that said premises can not be divided by metes and bounds without manifest injury to the value thereof, and that the commissioners have appraised said premises at Two thousand dollars (2000), the court finds that said return and proceedings in all respect in conformity to law, and the orders of the court, and do therefore approve and confirm the same.

And it appearing to the court that said plaintiff, Emma Coder, has elected to take said premises at their appraised value, the same are, upon payment by her of the sum of Two thousand Dollars (2000), hereby adjudged to her, and the sheriff is ordered to convey said premises to said Emma Coder, by deed in fee simple, and she is subrogated to the rights of all the parties hereto for the protection of her title, and a writ of possession is awarded to her.

And it appearing to the court that said Emma Coder has paid to each of the defendants their respective portions of said amount, said property is hereby adjudged to said Emma Coder and the Sheriff is ordered to convey the same to her by deed in fee simple, on the payment of costs paid by said Emma Coder, taxed at $.

F. LeRoy Allen
JUDGE

APPROVED BY:
Clifton L. Caryl
Attorney for Plaintiff

" " " "

having made his return that he was unable to find the said defendant, Jess Davidson, and serve upon his a notice of said motion and hearing on said charge, it is therefore ordered that an attachment be issued for the said Jess Davidson forthwith and that the Sheriff of this County be directed to arrest the said Jess Davidson and bring him before this Court without delay to answer to said charge of contempt.

10/26/51 F. LeRoy Allen
JUDGE

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

This day this cause came on for hearing on motion of the Plaintiff asking the Court to fix a day and to cite the defendant to then and there and at said time appear and show cause, if any he might have, why he should not support his child pending the action, and upon consideration thereof the Court does hereby fix the 3rd day of November, 1951, at 10:00 o'clock A.M. and the said defendant is hereby ordered to then and there appear and show cause, if any he may have, why he should not support his said child pending the action or until otherwise ordered by the Court.

It is further ordered that a certified copy of this Entry be served on the said defendant.

F. LeRoy Allen
JUDGE

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Garfield Worbs, et al.,
Plaintiffs,
-vs-
Fred Brehm,
Defendant.

Case No. 15505
Filed Oct. 27, 1951.

Upon motion of the Plaintiffs for a trial date in the above entitled cause, the court hereby sets the date for trial of said cause on November 17th, 1951, at 10 o'clock.

F. LeRoy Allen
JUDGE

APPROVED:
Lloyd G. Kerns

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
State of Ohio,
-vs-
Glen Gilbert,
Defendant.

Case No. 3245
Filed Oct. 29, 1951.

This day came the Summit Fidelity and Surety Company of Akron, Ohio, the surety for the defendant herein, and requested in writing to be discharged from further liability on its recognizance and requested the Prosecuting Attorney to cause a warrant to issue for the arrest of the said defendant, and Whereas in pursuance to the order in said warrant the Sheriff has now delivered up the body of the said defendant in open Court.

Thereupon the Court ordered that the said surety be discharged from its said obligation, and ordered the said Glen Gilbert into the custody of the Sheriff.

10/27/51 F. LeRoy Allen
JUDGE

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY APPOINTING GUARDIAN AD LITEM

Wilford Lee Broadstone,
Plaintiff,

-vs-

Pauline Louise Broadstone, a minor of 20 years of age by her custodian and next friend Marge Payne,
Defendant.

Case No. 16882
Filed Nov. 1, 1951.

On the application of Clifton L. Caryl, attorney for Pauline Louise Broadstone, a minor over the age of 14 years it appearing to the Court that Pauline Louise Broadstone is a minor over the age of 14 years and one of the defendants herein, been duly served with summons, and said minor is of the age of 20 years, it is ordered that Joe Grigsby be and he is hereby appointed Guardian Ad Litem for said minor defendant.

F. LeRoy Allen
JUDGE

" " " "

ENTRY
Farm Bureau Mutual Automobile
Insurance Company, Columbus,
Ohio, and Edward E. Lee,
Woodstock, Ohio,
Plaintiff,

Case No. 16679
FiledNov. 2, 1951.

-vs-
James Cross, Broadway, Ohio,
Defendant.

This cause came on for hearing on plaintiffs' petition, the defendant not appearing in person or by counsel.

The Court finds that personal service of summons was duly made upon the defendant herein and that this Court has jurisdiction over the parties hereto and over the subject matter of the within cause.

The Court further finds defendant in default for answer or appearance. Plaintiffs appeared in person, accompanied by counsel, and waived a trial by jury in open court. The Court did, in open Court, and does hereby assent to the waiver of trial by jury.

Upon evidence adduced, the Court finds the facts as alleged in plaintiffs' petition and does hereby grant to the plaintiffs judgment in the sum of $387.00, plus interest at 6% from the 2nd day of November, 1951, and does further order the defendant to pay the costs herein, taxed at $_____.

F. LeRoy Allen
JUDGE

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Norma B. M. McBride,
Plaintiff,
-vs-
Fred E. McBride,
Defendant.

Case No. 16875
Filed Nov. 14, 1951.

This day this cause came on to be heard on the Motion of the Plaintiff and the Court being fully advised in the premises finds that said Motion is reasonable and should be granted.
It is, therefore, the order of this Court that the Defendant be directed to appear before this Court on Saturday, November 17, 1951, at 11:00 o'clock A.M. and then and there show cause why he should not be punished for contempt.

F. LeRoy Allen
JUDGE

APPROVED BY:
William L. Coleman
Attorney for Plaintiff

Hoopes & Hoopes
Attorney for Defendant
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Mamie Losey,
Plaintiff,
-vs-
Ernest Doudna,
Defendant.

Case No. 16841
Filed Nov. 17, 1951.

Case settled and dismissed with prejudice to new action; costs paid; no record.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:
Sanders & Grigsby
Attorneys for Plaintiff
" "ADL

ENTRY
P. W. Sullivan,
Plaintiff,
-vs-
Eunice Haughn, et al.,
Defendants.

Case No. 16956
Filed Nov. 17, 1951.

And now this cause coming on to be heard upon the petition for partition, and the consent to the partition therein prayed for, filed in writing by all of the defendants in this cause, the Court finds that the plaintiff and defendants are tenants in common in the estate described in the petition, and that the plaintiff has a legal right to the 1/9th thereof and that the defendants Milburn Sullivan, Eunice Haughn, Helen Dildine, Orabelle Lingo, Elmer Sullivan, Mack Sullivan & Cecil Coder each have a legal right to 1/9th thereof, and that the defendants Helen Louise Sullivan & Dallas Sullivan, each have a legal right to 1/18th thereof.

It is, therefore, ordered, adjudged and decreed, by consent of the defendants, that partition of said estate be made as prayed for in the petition, and, John Jolliffe, Harland Jolliff and Lonnie Gray, three judicious and disinterested freeholders of the vicinity are hereby appointed commissioners to make the same.

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

And if said commissioners find that it is not possible to divide said real estate without manifest injury to the same it is ordered that they appraise said real estate at its true value.

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

F. LeRoy Allen
JUDGE

APPROVED:
Clifton L. Caryl
Attorneys for Plaintiff

Hoopes & Hoopes
Attorneys for Defendants.
" ADL

JOURNAL ENTRY
Lawrence Hall,
Plaintiff,
-vs-
T. J. Kauer, et al.,
Defendants.

Case No. 16915
Filed Nov. 17, 1951.

This cause coming on to be heard on the 22nd day of September, 1951, on the motion of the plaintiff, by his attorneys, for temporary restraining order as prayed for in his petition, and for good cause being shown, therefore it is ordered that if within ten days from the said 22nd day of September, 1951, an undertaking by the plaintiff is given in the sum of $10,000.00 with sureties to the approval of the clerk of this court then a temporary restraining order will be allowed to issue herein enjoining the said T. J. Kauer, Director of Highways and R. J. Dienst & Son pending the action and until further order of this Court.

However, it now appearing to the Court that the said plaintiff has defaulted for more than ten days after the said 22nd day of September, 1951, in executing and delivering a bond to the Clerk of this Court for approval, therefore it is now ordered, adjudged and decreed by the Court that the temporary restraining order be, and the same is hereby denied.

F. LeRoy Allen
JUDGE

APPROVED:
Myers & Hoopes
Attorneys for Plaintiff.

C. William O'Neill
C. WILLIAM O'NEILL
Attorney General.

Louis E. Evans
LOUIS E. EVANS,
Assistant Attorney General.
" "ADL

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Lawrence Hall,
Plaintiff,
-vs-
T. J. Kauer, Director of Highways
of the State of Ohio, et al.,
Defendants.

Case No. 16915
Filed Nov. 17, 1951.

Upon application duly made and for good cause shown, defendant is hereby given leave to file his Answer in the above styled cause instanter.

F. LeRoy Allen
JUDGE

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
State of Ohio,
-vs-
Leo Croy,
Defendant.

Case No. 3274
Filed Nov. 19, 1951.

Indictment for failure to provide for minor children, G.C. 13008.

This day came into Court the Prosecuting Attorney on behalf of the State of Ohio and the defendant coming into Court in company of his attorney, Clifton L. Caryl, was required to plead to the indictment.

Whereupon, said defendant by his attorney waived the reading of the indictment, waived service on the indictment and entered a plea of not guilty.

It is the order of the Court that the appearance bond in the amount of two hundred dollars ($200.00) be set in this cause and that the trial in this cause be set for the 27th day of August, 1951 at 9:30 o'clock A.M.

7/28/51

F. LeRoy Allen
JUDGE

APPROVED BY:
Luther L. Liggett
Prosecuting Attorney

Clifton L. Caryl
Attorney for Defendant

" " " "

of the State of Ohio, and that I will faithfully and impartially discharge the duties of Deputy Sheriff of Union County, Ohio, to which I have been appointed according to law and the best of my ability.

_____

Sworn to before me and subscribed in my presence the 2nd day of Nov., 1951.

F. LeRoy Allen
Judge of the Court of Common Pleas

The above appointment approved by me this 2nd day of Nov., 1951.

F. LeRoy Allen
Judge of the Court of Common Pleas,
Union County, Ohio.

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Florence Coder,
Plaintiff,
-vs-
Lloyd Coder,
Defendant.

Case No. 16930
Filed Nov. 21, 1951.

And now came Florence Coder in the above entitled case and filed her Petition for divorce.

It is therefore ordered that an investigation be made as to the character, family relations, past conduct, earning ability, and financial worth of the parties to the action.

It is further ordered that Arthur D. Lowe be, and hereby is appointed to make said investigation and submit to the Court a full report in writing, which report shall be made available to either party or his counsel of record upon written request not less than five days before trial as provided by law.

F. LeRoy Allen
JUDGE

" "ADL

ENTRY
James G. Bump,
Plaintiff,
-vs-
The Board of Education of the Dover Local School District, Union County, Ohio,
Defendant.

Case No. 16964
Filed Nov. 23, 1951.

This action came on to be heard and considered by the Court upon Plaintiff's Petition on behalf of himself and other taxpayers seeking to enjoin the Defendant Board of Education from proceeding with the issuance and sale of Twelve Thousand Dollars ($12,000.00) bonds of Defendant School District on the ground that the election at which more than the statutory majority voting upon the question of issuing such bonds voted in favor thereof, was void on account of an error of the Notice of Election as published by the County Board of Elections and by virtue of an error in the ballot which stated the millage rate of $.00115 mills for each dollar of valuation instead of 1.15 mills for each one dollar valuation. To said Petition Defendant answered denying that any electors were deceived by such error in the legal notice or by such error in the ballot as to the true levy necessary to service the bond issue and alleged that the electors were, in fact, otherwise well informed as to the true levy in mills, and in dollars and cents, not only in the statutory notice of the election but by other widespread publicity. That the electors were, likewise, properly advised that this was not a tax levy but that this was, in fact, a vote on a bond issue, by widespread publicity throughout said School District in addition to the statutory notice of such election. Said action was heard upon the pleadings and upon evidence offered and introduced by the Plaintiff and the Defendant.

Upon consideration of the issue thus made, towit, the validity of the election, the Court finds that there is no evidence in this case to indicate that the Plaintiff or any other taxpayer of the Defendant School District was, in fact, misled as to the actual average levy necessary to service the bonds in question throughout the life of the issue. In fact, there is clear evidence to show that widespread publicity was given in this School District to the question issuing these bonds in which the electors were accurately informed as to the average levy necessary to service the bonds as expressed in mills and in dollars and cents. It further appears that none of said electors were deceived nor believed that this was an operating levy but that the evidence shows that said electors knew and understood that they were voting on a bond issue.

It is accordingly held that the election held on June 14th, 1951, in the Dover Local School District, Union County, Ohio, upon the question of issuing Twelve Thousand Dollars ($12,000.00) School District bonds was not invalidated by the errors described. It is further ordered that Plaintiff's Petition be dismissed at Plaintiff's costs.

F. LeRoy Allen
JUDGE

" ADL

JUDGMENT ENTRY
John E. Houchard, dba
Houchard Oil Company,
Plain City, Ohio,
Plaintiff,
-vs-
Mary B. Bergen,
Larry Bergen,
Defendants.

Case No. 16963
Filed Nov. 23, 1951.

This day came the plaintiff, by his attorney; also appeared in open court, for and on behalf of said defendants, Lloyd George Kerns, an attorney at law of this court, and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendants, entered the appearance of said defendants, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendants, and in favor of said plaintiff, for Five-hundred dollars and thirteen 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 Five-hundred dollars and thirteen cents, being the amount of said note with interest computed at six per cent per annum, from the 21st day of October, 1951, and also his costs herein expended, taxed at $_____.

F. LeRoy Allen
JUDGE

" ADL

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

DECREE OF DIVORCE
Emma Dell Shaw,
Plaintiff,
-vs-
Evan T. Shaw,
Defendant.

Case No. 16891
Filed Nov. 23, 1951.

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 that he has failed to appear and is in default for answer or demurrer to the petition, thereby confessing the allegations thereof to be true, that at the time of filing the petition herein, the plaintiff had been a resident of the State of Ohio for one year next prior thereto, and was at the time of filing said petition and for at least thirty days immediately preceding the same, a bona-fide resident of this County of Union and that said parties were married on the 7th day of June, 1935, as alleged in said petition, and that no children have been born as issue 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 be and she hereby is restored to her maiden name of Amrine. The Court further orders that the household goods, the tractor and farming implemnts and the 1937 Ford owned jointly by the parties be set off to the plaintiff as permanent alimony and the Court further confirms the quit-claim deed made by the defendant to the plaintiff for the tract of five acres owned by the said parties. The plaintiff is further ordered, out of the above chattel property to pay the mortgage of the parties to the City Loan in the amount of $293.85, pay the costs of this proceeding taxed at $____; and that this case be recorded.

F. LeRoy Allen
JUDGE

APPROVED BY:
Luther L. Liggett
Attorney for Plaintiff

Clifton L. Caryl
Attorney for Defendant

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Rieta Zimmerman,
Plaintiff,
-vs-
Clyde Zimmerman,
Defendant.

Case No. 16937
Filed Nov. 27, 1951.

And now came Rieta Zimmerman, by her next friend, in the above entitled case and filed her Petition for divorce.

It is therefore ordered that an investigation be made as to the Character, family relations, past conduct, earning ability, and financial worth of the parties to the action.

It is further ordered that Arthur D. Lowe be, and hereby is appointed to make said investigation and submit to the Court a full report in writing, which report shall be made available to either party or his counsel of record upon written request not less than five days before trial as provided by law.

F. LeRoy Allen
JUDGE

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Mary F. Salsbury,
Plaintiff,
-vs-
Stanley Thomas Salsbury,
Defendant.

Case No. 16951
Filed Nov. 27, 1951.

And now came Mary F. Salsbury in the above entitled case and filed her Petition for Divorce.

It is therefore ordered that an investigation be made as to the character, family relations, past conduct, earning ability, and financial worth of the parties to the action.

It is further ordered that Arthur D. Lowe be, and hereby is appointed to make said investigation and submit to the Court a full report in writing, which report shall be made available to either party or his counsel of record upon written request not less than five days before trial as provided by law.

F. LeRoy Allen
JUDGE

" " " "

judice to a future action, it is ordered that said matter be for hearing before the Court at 10 o'clock A.M., Saturday, December 15, 1951.

F. LeRoy Allen
JUDGE

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Marguerite Foster,
Plaintiff,
-vs-
Arthur J. Rausch and
Charles O. W. Rausch,
Defendants.

Case No. 16942
Filed Nov. 30, 1951.

On this 29th day of November, 1951, this cause came on for hearing on motion of the defendants to strike out certain matters alleged and set forth in plaintiff's petition, and on consideration thereof said Motion is hereby sustained in part and overruled as to remainder.

Therefore, it is hereby ordered that that part of plaintiff's petition wherein it is set forth and alleged, and in the following words and figures, towit: "Section #6296-10 of the General Code of Ohio" be, and the same is ordered striken threrefrom.

And it is further ordered by the Court that as to all of the balance of said motion, it be and the same hereby is overruled.

Further it is ordered that the said defendants be, and they are hereby granted ten days in which to plead.

To all of which findings and orders the defendants except, and exceptions noted.

F. LeRoy Allen
JUDGE

APPROVED:
Myers & Hoopes
Attorneys for Plaintiff.

Clifton L. Caryl
Attorney for Defendant.

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

DECREE OF DIVORCE
Florence Coder,
Plaintiff,
-vs-
Lloyd Coder,
Defendant.

Case No. 16930
Filed Dec 1. 1951.

And now comes the said Plaintiff, by her Attorney, and the Defendant having been duly served with summons and a copy of the petition herein the Court finds that the Defendant is in default for answer or demurrer to the petition, thereby confessing the allegations thereof 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 prior thereto and was, at the time of filing said petition and for at least thirty days immediately preceding the same, a bona fide resident of this County of Union and that the parties hereto were married on the 19th day of March, 1949, 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 and by reason thereof the Plaintiff is entitled to a divorce as prayed for.

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

It is further ordered that the custody, care, education and control of the child, towit: Virginia Coder of the said parties hereto be, until further order, confided to the said Florence Coder. And the said Lloyd Coder is hereby enjoined from interfering in any manner with either the said child, or with Florence Coder in the custody, care, education and nurture thereof until further order of this Court, but defendant shall have the right of visitation at all reasonable times.

It is further ordered that the defendant pay to the Clerk of this Court the sum of $7.00 per week commencing on the 3rd day of December, 1951, for the support of said child.

It is further considered by the Court that the said Florence Coder recover from said Lloyd Coder costs herein expended, and it is ordered that the said Plaintiff pay the costs of this prosecution.

F. LeRoy Allen
JUDGE

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

APPROVED:

Sanders & Grigsby
Attorneys for Plaintiff

Hoopes & Hoopes
Attorneys for Defendant
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Shirley Campbell, a minor, by
James McCormick, her father and
next friend, Marysville, Ohio,
Plaintiff,

-vs-
Hugh Campbell,
Marysville, Ohio,
Defendant.

Case No. 16967
Filed Dec. 7, 1951.

This day this cause came on for hearing on motion of the plaintiff asking that the Court fix a day and time for hearing, and that the defendant be required to then and there and at said time appear before this Court and show cause, if any he may have, why he should not pay the plaintiff a reasonable sum for the support and maintenance of the plaintiff, and for her medical expenses pending the delivery of their said child, pending this action.

Therefore, upon consideration thereof, the Court grants said motion and orders that the said defendant be and appear before this Court on Saturday, December 15th, at 10:00 A.M. And it is further ordered that a copy of this Entry be served on the defendant, at least five days before said date of hearing.

F. LeRoy Allen
JUDGE

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Elmer I. Crouse,
Plaintiff,
-vs-
Rosetta Byers Crouse,
Defendant.

Case No. 16911
Filed Dec. 8, 1951.

This cause coming on to be heard this 1st day of December, 1951, on the Petition of the Plaintiff and the Defendant being in default of Answer or Demurrer and the Court finds from the evidence that Plaintiff is and was for at least one (1) year immediately preceding the commencement of this action a bonafide resident of the State of Ohio and that he is and was for at least ninety (90) days immediately before commencement of the action a bonafide resident of the County of Union;

That the Defendant has been duly served with summons and a copy of the Petition as required by law, which service is hereby approved, and that the Court has jurisdiction of the cause of action and the parties hereto;

The Court further finds that the Defendant has been guilty of gross neglect of duty as alleged in Plaintiff's Petition and that by reason thereof Plaintiff is entitled to a divorce.

It further appearing to the Court that the parties hereto have entered into a Separation Agreement settling all their property rights and the same appearing fair and reasonable, it is ordered that the same be and hereby is approved and confirmed and by reference made a part of this decree.

It is further ordered, decreed and adjudged that Plaintiff, Elmer I. Crouse, be and hereby is granted a divorce from the Defendant, Rosetta Byers Crouse, and the marriage contract heretofore existing between them is hereby dissolved and both of the parties hereto released from its obligations. It is further ordered that Plaintiff pay the costs of this proceeding.

F. LeRoy Allen
JUDGE

APPROVED BY:
William L. Coleman
WILLIAM L. COLEMAN, ATTORNEY FOR PLAINTIFF
Rosetta Byers Crouse
Mitchell N. Nachman
MITCHELL N. NACHMAN, ATTORNEY FOR DEFENDANT

SEPARATION AGREEMENT

These Articles of Separation made and concluded at Columbus, Ohio, and Marysville, Ohio, this 26th day of November, 1951, by and between Elmer I. Crouse and Rosetta Byers Crouse, husband and wife, witnesseth:

That, Whereas, the parties hereto have agreed upon an immediate separation and do hereby agree to live separate and apart during the remainder of their natural lives, and

Whereas, the said Elmer I. Crouse has this day paid to the said Rosetta Byers Crouse the sum of Five Hundred Dollars ($500.00), the receipt of which is hereby acknowledged, and the said Rosetta Byers Crouse in consideration of said sum does hereby assign, convey and transfer to Elmer I. Crouse all right, title and interest to any and all real or personal property of any kind or description now in or about the premises of the said Elmer I. Crouse, and all her right title and interest or claim to any and all bank accounts, stocks, bonds or securities and of all property rights now in the possession or custody of Elmer I. Crouse, and the said Rosetta Byers Crouse further promises and agrees to pay her own legal fees for this proceeding or in the divorce proceeding now pending.

Now, therefore, in consideration of the premises, each party hereto does hereby release and discharge the other from all obligations of support, and from all other claims, rights and duties arising or growing out of said martial relation; and said parties mutually agree that each party hereto may freely sell or otherwise dispose of his or her own property, by gift, deed, or last will and testament, and each party is by these presents hereby barred from any and all rights or claims by way of dower, inheritance, descent, distribution, allowance for twelve (12) months' support, right to remain in the mansion house, and all rights or claims as widow, widower, heir, distributee, survivor, or next of kin, and all other rights or claims whatsoever, in or to the estate of the other, whether real or personal, and whether now owned or hereafter to be acquired, which may, in any manner, arise or accrue by virtue of said marriage.

And each party hereto, for the consideration aforesaid, does hereby release and relinquish to the other, and to the heirs, executors, administrators, devisees, legatees and assigns of the other, all claims or rights of dower, inheritance, and a distributive share, or as widow, widower, heir, survivor, distributee or next of kin, in and to all the estate of the other, whether now owned or hereafter acquired, and all claim or right to an allowance for twelve (12) months' support, or to reside in the mansion house, and all other rights or claims whatsoever, which may, in any manner, arise or accrue by virtue of said marriage.

And each party further agrees that the other party shall have full liberty to dispose of all his or her property, real or personal, whether now owned or hereafter acquired, during life, or by last will and testament, and that, upon the death of such party, all of his or her property, real and personal, which shall not have been disposed of, during life or by last will and testament, shall descend to, vest in and be distributed to, such person or persons as would be entitled to the same by the statutes of descent and distribution of the State of Ohio then in effect, had the surviving party died during the life of the other party.

And each party hereby waives any right which he or she may have, to administer the estate of the other party, upon the death of such other party.

Each party hereto further agrees, upon request of the other, to execute and acknowledge any and all deeds or other instruments of release or conveyance to enable such other to sell, convey, mortgage, or otherwise dispose of or encumber his or her own real property, free from any apparent right of dower therein.

IN WITNESS WHEREOF, the parties hereunto set their hands to quintuplicates this 26th day of November, 1951.

WITNESSED BY:
Reva Finke
Mitchell N. Nachman

Joan Jewell
William L. Coleman

Rosetta Byers Crouse
ROSETTA BYERS CROUSE

Elmer I. Crouse
ELMER I. CROUSE

STATE OF OHIO, COUNTY OF FRANKLIN, SS:
Personally appeared before me, a Notary Public in and for the County of Franklin, the above named Rosetta Byers Crouse, who, being first duly cautioned and sworn, says that she signed the foregoing Separation Agreement, and that the signing of the same is her free and voluntary act and deed for the uses and purposes therein contained.
In Testimony Whereof I have hereunto subscribed my name and affixed my official seal this 26th day of November, 1951.

Mitchell N. Nachman
Notary Public - State of Ohio
My Commission expires June 9, 1953.

(SEAL)

STATE OF OHIO, COUNTY OF UNION SS:
Personally appeared before me, a Notary Public in and for the State of Ohio, the above named, Elmer I. Crouse, who, being first duly cautioned and sworn, deposes and says that he signed the foregoing Separation Agreement and that the signing of the same is his free and voluntary act and deed for the uses and purposes therein contained.
In Testimony Whereof I have hereunto subscribed my name and affixed my official seal this 26th day of November, 1951.

William L. Coleman
William L. Coleman, Notary Public
State of Ohio, Com. Exp. 8-17-54.

(SEAL)

" " " "

have the right of visitation at all reasonable times and shall be permitted to take said children to his home on Sunday provinding they are returned to their home by dark, but it is ordered that defendant shall not take said chilren out of this county. The matter of attorney fees for plaintiff is deferred until final disposition of the case.

This order is subject to modification at any time on application of either party.

APPROVED BY:
Sanders & Grigsby
Attorneys for Plaintiff

F. LeRoy Allen
COMMON PLEAS JUDGE

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Roy S. Fry,
Plaintiff,
-vs-
Fay Harsh,
Gladys Harsh,
City Loan & Savings Co.,
Defendants.

Case No. 16962
Filed Dec. 22, 1951.

On this 22nd day of December, 1951, this cause came on to be heard on Motion of the plaintiff, Roy S. Fry, asking for an order of sale of certain property belonging to the defendants, Fay Harsh and Gladys Harsh, as set forth and enumerated in said Motion for the reason that to hold the same would dissipate the assets, and on consideration thereof the Court grants said Motion.

Therefore be, and the Sheriff of Union County is ordered to forthwith take possession of the following described property:

1 while spotted Ayreshire cow
1 Jersey & Guernsey cow
1 white spotted Guernsey cow
1 Holstein cow
3 Guernsey cows
1 Ayreshire white spotted yearling
3 pigs the offspring of a stub tailed sow
1 Hampshire gilt with 4 pigs
1 spotted Poland-China sow with 6 pigs
1 spotted Poland-China sow
5 Hampshire shoats
2 Dorset ewes
1 Shropshire ewe
1 Spotted saddle horse
1 goat - stag
175 bales of hay

and without appraisement or advertising sell each and every item thereof separately on the market and keep separate account of the proceeds received from each item sold, and hold said proceeds until otherwise ordered by the Court.

It is further ordered that the Clerk of this Court issue and deliver to the said Sheriff a copy of this Entry, which shall be his authority for proceeding thereunder.

F. LeRoy Allen
JUDGE

" "ADL

JOURNAL ENTRY
Ada M. Cornwith,
Plaintiff,
-vs-
John F. Cornwith,
Defendant.

Case No. 16895
Filed Dec. 22, 1951.

This cause came on to be heard on the application filed herein by the plaintiff, Ada M. Cornwith, and the Court being fully advised in the presmises,

It is ordered, adjudged and decreed that the plaintiff, Ada M. Cornwith, is hereby authorized to return to the residence occupied by the defendant, John F. Cornwith, for the purpose of obtaining her own personal wearing apparel and belongings as set forth in said application.

It is further ordered that the Sheriff of Union County, Ohio, accompany the plaintiff, Ada M. Cornwith.

F. LeRoy Allen
JUDGE

" "ADL

JOURNAL ENTRY
Evangeline Ufferman,
Plaintiff,
-vs-
Edward R. Ufferman,
Defendant.

Case No. 16867 16876
Filed Dec. 22, 1951.

This day this cause came on to be heard upon a motion by plaintiff requesting the Court to issue a citation directing the defendant to appear and show cause, if any, why he should not be held in contempt of Court.

It is therefore ordered that the defendant be and appear before the Hon. F. LeRoy Allen, Judge of the Common Pleas Court, at the Court House of Union County, Marysville, Ohio, Saturday, December 29, 1951, at 10:00 A.M., and then and there to show cause, if any he has, why he should not be punished as for contempt of Court.

A copy of this entry delivered to the defendant shall constitute sufficient notice of the above matter.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:
Sanders & Grigsby
Attorneys for Plaintiff

" ADL

JOURNAL ENTRY
Irene Herriott,
Plaintiff,
-vs-
Bessie Marine & B. H. Marine,
Defendants.

Case No. 16878
Filed Dec. 22, 1951.

This day this cause came on to be heard upon the Motion of the Plaintiff to dismiss this proceeding without prejudice and the Court being fully advised in the premises finds that said Motion is reasonable and should be granted.

It is, therefore, the order of this Court that this cause be dismissed without prejudice to a new action and at Plaintiff's costs.

F. LeRoy Allen
JUDGE

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

APPROVED BY:
William L. Coleman
Attorney for Plaintiff

Clifton L. Caryl
Attorney for Defendants
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

APPLICATION & ENTRY
Ada M. Cornwith,
Plaintiff,
-vs-
John F. Cornwith,
Defendant.

Case No. 16895
Filed Nov. 19, 1951.

The plaintiff, Ada M. Cornwith, says she moved from the residence occupied by the plaintiff and defendant in July this year and took from the residence only a few of her personal belongings and only those appropriate to warm weather.

Applicant says there are great many items of her own personal wearing apparel and personal belongings at the residence still occupied by the defendant, John F. Cornwith, which plaintiff needs for her comfort in cold weather and there are other items of personal property that belong to plaintiff and that the plaintiff needs and wants the immediate possession thereof.

Applicant says the defendant, John F. Cornwith, has refused to allow the Plaintiff to return to the residence to obtain the above mentioned item and refuses the plaintiff admission to the home.

Applicant says the exact items and complete description thereof are not remembered by applicant and the only way she can determine what they are is by being allowed to return to the home and inspecting them.

Wherefore applicant, Ada M. Cornwith, asks the Court for an order authorizing applicant to return to the residence occupied by the defendant for the purpose of obtaining the items herein mentioned.

Robert F. Allen
ROBERT F. ALLEN
ATTORNEY FOR APPLICANT

State of Ohio, Union County, ss:
Ada M. Cornwith being sworn says the facts herein are true as she verily believes.

Ada M. Cornwith
ADA M. CORNWITH

Sworn to before me and subscribed in my presence this 16th day of November, 1951.

Robert F. Allen
ROBERT F. ALLEN, Not. Pub. St. of Ohio
My comm. ex. 3-8-52.

(SEAL)

ORDER

The above Application will be heard before this Court on the 24th day of November, 1951, at 10:00 o'clock A.M. at which time the Defendant, John F. Cornwith, shall appear in Court and show cause why an Order should not be issued in conformity thereto and it is further ordered that the Sheriff shall immediately serve a copy of this Application and Order on said Defendant.

F. LeRoy Allen
JUDGE

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Fannie Noland, Administratrix,
Plaintiff,
-vs-
Roger Slifer,
Defendant.

Case No. 16847
Filed Dec. 26, 1951.

For good cause shown Defendant is given leave to move, plead or demur to amended petition until January 5, 1952.

F. LeRoy Allen
JUDGE

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

APPROVED:
Gilbert Kirby
Attorney for Plaintiff

Clifton L. Caryl
Attorney for Defendant

SEPARATION AGREEMENT

THIS AGREEMENT, made and entered into by and between Helen Louise Weldon, Party of the First Part, Jerome Township, Union County, Ohio, and Floyd Weldon, Jerome Township, Union County, Ohio, Party of the Second Part, WITNESSETH:

WHEREAS, the parties hereto were married on the 15th day of October, 1938, at Commercial Point, in the State of Ohio, two children being the issue of said union, namely, Dorothy Mae Weldon, age 12 years, and Donald Floyd Weldon, age 8 years, and,

WHEREAS, irreconcilable differences have arisen between the parties hereto, by reason whereof they have separated and are not now and do not contemplate again living together as husband and wife, the Party of the First Part having instituted an action for divorce, in which action the Party of the Second Part has filed an answer, and which said case is No. 16885 on the dockets of the Court of Common Pleas, Union County, Ohio, and,

WHEREAS, the parties are desirous of settling and adjusting all matters between them relating to their mutual property rights and obligations for alimony, support, estates of inheritance, dower, descent, distribution, survivor, next of kin, and all other rights or claims, matters and things whatsoever in or to the estate of the other, either real or personal and either now owned or hereafter acquired, which may in any manner arise or accrue by virtue of the marriage,

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. The Party of the First Part agrees to execute a Warranty Deed free and clear and unencumbered with the exception of a loan in the principal sum of Eight Thousand Three Hundred (8300) Dollars, to Mutual Benefit Life Insurance Company, dated April 3, 1950, Vol. 136, Page 590, to Party of the Second Part,, said premises located in Jerome Township, Union County, Ohio, and consisting of 87 acres more or less.

2. Said party of the second part, further agrees to pay to the party of the first part, the sum of Three thousand dollars; payable as follows: Seven Hundred Fifty Dollars, this day paid, the receipt whereof is hereby acknowledged, and the balance, towit: Two thousand two hundred fifty dollars as follows: Twenty-five dollars or more per month until the same is paid in full. It is further agreed that the sum of One Hundred Fifty dollars has heretofore been advanced which shall be credited on the Two thousand two hundred fifty dollars balance.

3. Party of the First Part agrees to receive and accept from the Party of the Second Part the $3000 herein contracted and her personal belongings, in full satisfaction and discharge of any and all claims which she may have against Party of the Second Part for support and alimony, both temporary and permanent, and in full satisfaction of any and all claims she may have against his estate as inheritance, dower, descent, distribution, survivor, next of kin, and all other rights of whatsoever kind and nature against the Party of the Second Part arising out of the marital relationship during his life or against his estate after he may become deceased.

4. The Party of the first part agrees to pay all her expenses in Case No. 16885 and party of the second part agrees to pay all his expenses and in the event a divorce is granted, the same to include attorney fees and court costs.

5. Party of the Second Part agrees, in consideration of mutual covenants and agreements herein contained to do, and he does hereby surrender all the rights, title and interest he may have against the Party of First Part for alimony, support, the estate of inheritance, dower, descent, distribution, survivor, next of kin, and all other rights or claims whatsoever in and to the estate of the Party of the First Part, whether real or personal, and whether now owned or hereafter acquired.

It is further mutually covenants and agreed by and between the parties herein that all the property, both real and personal, not hereinbefore disposed of, shall be the sole property of the party of the Second Part, and in no event shall the Party of the First Part have any right, title or interest therein.

The Parties hereto mutually agree when requested one by the other to join in any such conveyance as may be necessary to convey real estate now owned or hereafter acquired by either, and either of the parties hereto may at any time sell or otherwise dispose of or encumber any such real estate free of the dower of the other.

It is further agreed that the mortgage aforesaid to the Mutual Benefit Life Insurance Company, dated April 3, 1950, and recorded in Vol. 136, Page 590, of the County Recorder's Office, Union County, Ohio, which mortgage is executed by party of the first part and also by party of the second part. It is hereby agreed that party of the first part is hereby released from all obligations of the same and that party of the second part is to assume and pay said mortgage in full.

The parties hereto mutually agree that in the event that a divorce is granted in the action for divorce heretofore described and now pending in the Court of Common Pleas, Union County, Ohio, this contract shall, subject to approval of the Court, be incorporated in and becomes a part of the final decree entered in such proceedings as a complete settlement of all alimony, property and marital rights between the parties.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures to duplicates hereof on the date respectively indicated for each of said signatures.

Signed in the Presence of:

Clifton L. Caryl

Helen Louise Weldon
HELEN LOUISE WELDON
PARTY OF THE FIRST PART

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

Gilbert Kirby _____ Floyd Weldon
FLOYD WELDON
PARTY OF THE SECOND PART

STATE OF OHIO, COUNTY OF UNION, SS:
BE IT REMEMBERED, That on the 31st day of December, 1951, before me, the subscriber, a Notary Public in and for State of Ohio, personally appeared Helen Louise Weldon, one of the parties herein, who acknowledged the signing of the foregoing instrument to be her free act and deed, for the uses and purposes therein mentioned.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last aforesaid.

Clifton L. Caryl
CLIFTON L. CARYL
(SEAL) Notary Public, State of Ohio.

STATE OF OHIO, COUNTY OF UNION, SS:
BE IT REMEMBERED, That on this 31st day of December, 1951, before me, the subscriber, a Notary Public in and for the State of Ohio, personally appeared Floyd Weldon, one of the parties herein, who acknowledged the signing of the foregoing instrument to be his free act and deed, for the uses and purposes therein mentioned.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last aforesaid.

Clifton L. Caryl
CLIFTON L. CARYL
(SEAL) Notary Public, State of Ohio.

" " " "

(3) To the plaintiff, P. W. Sullivan, the 1/9th of the balance, less 8/9ths of the $1000.00 charged against him, towit ... 698.38

(4) To Eunice Haughn, 1/9th 1698.39
To Milburn Sullivan, 1/9th 1698.39
To Elmer Sullivan, 1/9th 1698.39
To Mack Sullivan, 1/9th 1698.39
To Cecil Coder, 1/9th 1698.39
To Orabelle Lingo, 1/9th 1698.39
To Helen Didine, 1/9th 1698.38
To Helen Louise Sullivan, 1/18th 849.19
To Dallas Sullivan, Jr., 1/18th 849.19
$15125.00

F. LeRoy Allen
JUDGE

APPROVED:
Clifton L. Caryl
Attorneys for Plaintiff

C. A. Hoopes
Attorneys for Defendants
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Shirley Campbell, a minor, by
James McCormick, her father
and next friend, Marysville, O.,
Plaintiff,
-vs-
Hugh Campbell,
Marysville, Ohio,
Defendant.

Case No. 16967
Filed Jan. 10, 1952.

This day this cause came on for hearing on the Application of Shirley Campbell, a minor, by James McCormick, her father and next friend, for citation of Hugh Campbell, the defendant, to appear and show cause why he should not comply with the former order of this court. On consideration of said Application, it is ordered by the Court that the said defendant, Hugh Campbell, be and appear before this Court on the 19th day of January, 1952, at 10:00 A.M., and then and there show cause, if any he may have, why he should not comply with the former order of this court and support his wife and pay her hospital expenses, or stand in contempt.

It is further ordered that the said defendant be given notice of the pendency hereof by service of a copy of the Application and this Entry at least five days before said time set for hearing.

F. LeRoy Allen
JUDGE

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Ada M. Cornwith,
Plaintiff,
-vs-
John F. Cornwith,
Defendant.

Case No. 16895
Filed Jan. 12, 1952.

This day this cause came on to be heard, upon the application of the defendant to withdraw his Answer and Cross Petition and for good cause shown, said Answer and Cross Petition is ordered withdrawn from the files in this proceeding.

F. LeRoy Allen
JUDGE

APPROVED:
John F. Cornwith

Morgan and Vecca
Attorneys for Defendant
" " " "

That the said Ada M. Cornwith hereby covenants and agrees that she will accept from the said John F. Cornwith, the sum of Thirteen hundred and fifty dollars ($1,350.00) and the furniture, household goods and personal effects as contained in Exhibit "A" hereto attached in full and for allher right title and interest in and to all of the property owned jointly by the parties hereto, or owned individually by the said John F. Cornwith; and

That the said Ada M. Cornwith, for the consideration aforesaid, and in consideration of the agreements of the said John F. Cornwith herein contained, does further covenant and agree that she will not in any manner incur or contract any debts on the credit of the said John F. Cornwith and will not incur any liabilities on his behalf, and that in the event of any divorce action, whether now pending or instituted in the future, by either party against the other, she will not ask or apply for any allowance for counsel fees or any alimony, either temporary or permanent, but the covenants and agreements herein contained shall be in full satisfaction of all such claims and demands; and

IT IS FURTHER MUTUALLY AGREED:

That each party hereto does hereby release and discharge the other from all obligations of support, alimony, both temporary and permanent, and from all other claims, rights and duties arising or growing out of said marital relation, and said parties mutually agree that each party hereto may freely sell or otherwise dispose of his or her own property by gift, deed or Last Will and Testament, and each party is by these presents hereby barred from any and all rights or claims by way of dower, inheritance, descent and distribution, allowance for year's support, right to remain in the mansion house, and all rights or claims as widow, widower, heir, distributee, survivor or next of kin, and all other rights or claims whatsoever in or to the estate of the other, whether real, personal or mixed, and whether now owned or hereafter to be acquired, which may, in any manner, arise or accrue by virtue of said marriage, and each party hereto, for the consideration aforesaid, does hereby release and relinquish to the other and to the heirs, executors, administrators, and assigns of the other, all claims or rights of dower and inheritance, or as widow, widower, heir or survivor in and to all the real property of the other, whether now owned or hereafter acquired, and all rights or claims as widow, widower, survivor or next of kin, to a distributive share of the estate of the other, now owned or hereafter acquired, and all claims or rights to an allowance for year's support, or to reside in the mansion house, and all other rights or claims whatsoever, which may, in any manner, arise or accrue by virtue of said marriage; and

That each party hereto further agrees, upon request of the other, to execute and acknowledge any and all deeds or other instruments of release or conveyance to enable such other to sell, convey, mortgage, or otherwise dispose of or encumber his or her own real property, free from any apparent right of dower therein, and in the event that either party hereto neglects, fails or refuses to execute deeds or other instruments of conveyance necessary for the consummation of this Agreement, then and in that event, this Agreement shall operate and be effective as such deed or other instrument of conveyance and any Judge of any Court of competent jurisdiction be and he is hereby authorized to appoint a commissioner for the purpose of executing all such deeds and instruments of conveyance as are necessary to effectuate the rights of the parties and to carry out the terms of this Agreement.

That the parties hereto stipulate and agree by and between themselves that should a decree of divorce be at any time hereafter rendered in any Court of competent jurisdiction in favor of one of the parties hereto against the other, that such decree shall embody so much of this contract as is pertinent or necessary to fix their respective rights.

IN WITNESS WHEREOF, the said John F. Cornwith and Ada M. Cornwith have hereunto set their hands to triplicates hereof, the day and year first above written.

Signed in the presence of:

Robert F. Allen
Peter Vacca

John F. Cornwith
JOHN F. CORNWITH

Ada M. Cornwith
ADA M. CORNWITH

STATE OF OHIO, COUNTY OF UNION, SS:

Before me, a Notary Public, in and for said County and State, personally appeared the above named John F. Cornwith and Ada M. Cornwith who acknowledged that they did sign the foregoing Separation Agreement and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Marysville, Ohio, this 12 day of January, 1952.

Robert F. Allen
Notary Public
Comm Expires 8 Mar 1952

EXHIBIT "A"

1 Axminister Rug 11" x 3 x 12'; 1 Axminister Rug 9 x 12; 7 Scatter Rugs; Table dishes & Pyrex dishes - 1 lot;40 Quarts of fruits and canned vegetables; Miscellaneous cooking utensils; 1 feather mattress; 2 pillows; 4 bed spreads; 1 ironing board; 2 can openers; 10 stairpads; 2 radios and one stand; 1 card table; 1 bottle gas range (in kitchen); 1 electric table lamp; 1 victrola; 1 full length mirror; 10 pictures - Wall variety; 1 vase; 1 washing machine; 1 electric sweeper; 2 pillow cases; 1 dresser; 1 refrigerator; 1 electric hot plate; 1 hand electric iron; 1 electric brooder; 1 hog house; 1 rinse tub; 1 set of silverware - Service for six; miscellaneous kitchen dish towels; 2 cane bottom chairs; 2 kitchen chairs; 1 sewing rocker; 1 table cloth and napkins (13 napkins) 1 lace table cloth; 1 wardrobe; books - two boxes assorted; 1 bed, complete (coil spring, mattress) -- three quarter size; 1 bed plyboard; 1 clothes rack; 4 sheets; 1 plastic table cloth; 1 pair curtain stretchers; 1 small oil heater; several trays; 1 pair double part woolen blankets; 2 comforts; 1 auto blanket - woolen; 14 pieces scarves and doilies; 3 pieces crocheted davenet set; 1 lot kodak pictures.

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
John K. Moran,
Plaintiff,
-vs-
Grace M. Moran, et al.,
Defendants.

Case No. 16935
Filed Jan. 12, 1952.

This day this cause came on to be heard upon the motion of the plaintiff for leave to amend his petition and was submitted to the Court. And the Court being fully advised in the premises overrules said motion. Exceptions noted for plaintiff.

F. LeRoy Allen
JUDGE

APPROVED:
Charles W. Frayne
Attorney for Plaintiff

C. A. Hoopes
Attorneys for Defendants

" " " "

endorsement said Foreman subscribed his name; and against the following named persons for the following specified offenses, viz: Lewis E. Durant for failure to provide for minor children; Harry A. Miller for forgery; Myron Brown for failure to provide for minor child; Charles E. Jenkins for highway manslaughter; Edmund Rogers for burglary; Jack Brower for Forgery.

The following parties have not yet been arrested. And until they are, their cases are not to be entered upon the trial docket, the appearance docket, nor otherwise made public. Sec. 13436-21. Dale Dean for failure to provide for minor child; Alfred D. Rife for failure to provide for minor children; Clyde Zimmerman for failure to provide for minor child; Cecil Bevans for larceny by trick.

Also their report in writing to the Court in the following words and figures, viz:

REPORT OF GRAND JURY

TO THE HONORABLE F. LeROY ALLEN,
Judge of the Court of Common Pleas, Union County, Ohio.

The Grand Jury of the Court of Common Pleas of said County of the January Term, A.D. 1952, hereby report to the Court that they have been in session one day, and herewith by their foreman present to the Court the Indictments found by said Jury.

We have carefully examined into all such matters as have legitimately come to our notice, having examined over twenty-one witnesses, covering sixteen cases, and presented ten bills, and ignored six cases considered by us. The business has been transacted in as expeditious a manner as possible.

During our session we visited the County Jail, examined its state and condition, and inquired into the discipline and treatment of the prisoners, and their habits, diet and accomodations. We find and respectfully report to the Court, that the rules prescribed by the Judge have been faithfully kept and observed, and we do find that no provision of law for the regulation of County Jails has been violated.

Against the following named accused persons, who have been held to answer, no indictment has been found, (Sec. 13436-22) towit: Charles Shelhart for highway manslaughter; William Nunamaker for failure to provide for minor children; Lawrence Wuescher for failure to provide for aged parent; Ross Arnold for auto theft; Gerald E. Lowry for failure to provide for minor children; Harold T. Johnson for abandoning pregnant woman.

January 14, 1952.

Respectfully submitted,
J. C. Kinsey, Sr., Foreman

And there being no further business for said Grand Jury, they were recessed.

" " " "

Charles W. Spring	1/300
Harry Spring	1/300
Bertha S. Elliot	1/300
Elizabeth Latham	1/300
Margaret K. Ferguson	1/300
John Paul Spring	1/600
Frances E. Spring	1/600
Emory L. Hunt	1/10

It is therefore ordered, adjudged and decreed that partition of said property be made, and Fay Mosier, Otto Cosgray and J. S. Parker, three disinterested and judicious freeholders of the vicinity, are hereby appointed commissioners to make the same.

It is further ordered that a Writ issue to Sheriff of Union County, Ohio, commanding him that by the oaths of said commissioners 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 to be entitled, and of his proceedings herein the said Sheriff is ordered to make due return.

F. LeRoy Allen
JUDGE

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
State of Ohio,
-vs-
William Nunamaker,
Defendant.

Case No. 3282
Filed Jan. 15, 1952.

Charge of failure to provide for minor children.

The Grand Jury having returned a no bill in this cause, it is ordered that the bond heretofore entered by the defendant be released and that he be discharged from his said recognizance and that this cause be dismissed, and that the defendant has leave to withdraw all papers on file, and no record to be made.

F. LeRoy Allen
JUDGE

APPROVED BY:
Luther L. Liggett
Prosecuting Attorney,
Union County, Ohio.

" " " "

petition set forth and that the Defendant has been guilty of gross neglect of duty toward the Plaintiff as alleged in her Petition and by reason thereof Plaintiff is entitled to a divorce from the Defendant.

It is, therefore, ordered, decreed and adjudged by the Court that the Plaintiff, Mildred C. Luke, be and is hereby granted a divorce from the Defendant, John C. Luke, and the marriage contract heretofore existing between the parties dissolved and both of the parties hereto are released from its obligations. It is further ordered that the Plaintiff, Mildred C. Luke, be restored to her maiden name of Mildred C. Turner. It is further ordered that Plaintiff pay the costs of this proceeding.

F. LeRoy Allen
JUDGE

APPROVED BY:
William L. Coleman
WILLIAM L. COLEMAN, ATTORNEY FOR PLAINTIFF

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

DECREE OF DIVORCE

Georgia Bill,
Plaintiff,
-vs-
Harley L. Bill,
Defendant.

Case No. 16446
Filed Jan. 19, 1952.

This cause came on to be heard on the petition of plaintiff and answer of defendant, the Court finds that the defendant has been duly served with summons and a copy of the petition herein and said parties are properly before the Court. The Court further finds that plaintiff, at the time of filing her petition had been an actual and bonafide resident of the State of Ohio for more than one year and of the County of Union for the total of at least ninety days immediately proceeding the same and that said parties were married on the 21st day of March 1937 at Newport, Kentucky, as in petition set forth.

The Court further finds upon the evidence adduced, that the defendant had been guilty of gross neglect of duty and by reason thereof, the plaintiff is entitled to a divorce.

It is therefore ordered and adjudged by the Court that the marriage ties heretofore existing between Georgia Bill and Harley L. Bill be, and the same is hereby dissolved, and the parties are released from the obligations of the same.

It is further ordered that the custody, care, education and control of the child, towit: Peggy Jean Bill of the said parties hereto be until the further order of the Court confided to the said Georgia Bill. The Court further finds that said parties have entered into a separation greement on the 19th day of January, 1952, which agreement the Court finds to be reasonable and hereby approves the same and orders that said separation agreement become a part of this decree.

It is further ordered that Plaintiff pay the costs of this action.

F. LeRoy Allen
JUDGE

APPROVED BY:
Clifton L. Caryl
Attorney for Plaintiff.

Sanders & Grigsby
Attorney for Defendant.
" " " " " " " " " " " " " " " "

SEPARATION AGREEMENT

THIS AGREEMENT, made and entered into by and between Georgia May Bill, Party of the First Part, and Harley L. Bill, Party of the Second Part, WITNESSETH:

WHEREAS, the parties hereto were married on the 21st day of March, 1937, at Newport, Kentucky, one child being the issue of said union, namely, Peggy Jean Bill, who was twelve years old on the 24th day of September, 1951, and

WHEREAS, irreconcilable differences have arisen between the parties hereto, by reason whereof they have separated and are not now and do not contemplate again living together as husband and wife, the Party of the First Part having instituted an action for divorce, and which ase is No. 16446 on the dockets of the Court of Common Pleas, Union County, Ohio, and,

WHEREAS, the parties are desirous of settling and adjusting all matters between them relating to their mutual property rights and obligations for alimony, support, estates of inheritance, dower, descent, distribution, survivor, next of kin, and all other rights or claims, matters and things whatsoever in or to the estate of the other, either real or personal, and either now owned or hereafter acquired, which may in any manner arise or accrue by virtue of the marriage,

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

The Party of the second part agrees to execute a Quit Claim Deed free and clear and unencumbered with the exception of a loan to The First National Bank of Marysville, Ohio, which party of the first part agrees and assumes to pay together with the taxes and assessments thereon. Said premises are located at 421 South Chestnut Street, Marysville, Ohio.

Said party of the first part further agrees to pay to the party of the second part the sum of Two thousand dollars (2000) payable as follows: One thousand five hundred dollars (1500) this day paid, the receipt whereof is hereby acknowledged, the remaining Five hundred dollars (500) to be paid by party of the first part to the Clerk of Courts, Union County, Ohio, as and for the benefit of the party of the second part, which sum shall be disbursed by said Clerk for the support of the minor child of the said parties, at the rate of Ten (10) Dollars per week to Georgia May Bill for the support of said child. It is further agreed that after this deposit is exhausted, future payments of Ten Dollars per week shall continue by party of the second part during the minority of said child. It is agreed in the event that said minor child for any reason ceases to be a dependent child before said sum of Five hundred (500) dollars is disbursed, the remaining portion of said sum shall be refunded to party of the second part.

It is further agreed that Georgia May Bill shall have the sole and exclusive custody, control and care of the child of the parties hereto, namely, Peggy Jean Bill, until further order of the Court.

The party of the first part agrees to pay all her expenses in Case No. 16446 and party of the second part agrees to pay all his expenses and in the event a divorce is granted, the same to include attorney fees and court costs.

Party of the second part agrees, in consideration of mutual covenants and agreements herein contained to do, and he does hereby surrender all the rights, title and interest he may have against the party of the first part for alimony, support, the estate of inheritance, dower, descent, distribution, survivor, next of kin, and all other rights or claims whatsoever in and to the estate of the party of the first part, whether real or personal, and whether now owned or hereafter acquired, with the exception that party of the second party shall have his bedroom suite, record player and electric fan.

It is further mutually covenanted and agreed by and between the parties herein that all the property, both real and personal, not hereinbefore disposed of, shall be the sole property of the party of the first part, and in no event shall the party of the second part have any right, title or interest therein.

The Parties hereto mutually agree when requested one by the other to join in any such conveyance as may be necessary to convey real estate now owned or hereafter acquired by either, and either of the parties hereto may at any time sell or otherwise dispose of or encumber any such real estate free of the dower of the other.

It is further agreed that the mortgage as aforesaid to the First National Bank, Marysville, Ohio, which mortgage is executed by party of the first part and also by party of the second part, it is hereby agreed that party of the second part is hereby released from all obligations of the same and party of the first part is to assume and pay said mortgage in full.

The parties hereto mutually agree that in the event that a divorce is granted in the action for divorce heretofore described and now pending in the Court of Common Pleas, Union County, Ohio, this contract shall subject to approval of the Court, be incorporated in and become a part of the final decree entered in such proceedings as a complete settlement of all alimony, property and marital rights between the parties.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures to duplicates hereof on the 19th day of January, 1952, on duplicates respectively indicated for each of said signatures.

Signed in the Presence of:

Joseph B. Grigsby

Clifton L. Caryl

Georgia May Bill
GEORGIA MAY BILL
PARTY OF THE FIRST PART.

Harley Bill
HARLEY BILL
PARTY OF THE SECOND PART.

STATE OF OHIO, COUNTY OF UNION, SS:

BE IT REMEMBERED, that on the 19th day of January, 1952, before me, the subscriber, a Notary Public in and for the State of Ohio, personally appeared Georgia May Bill and Harley L. Bill, who acknowledged the signingof the foregoing instrument to be their free act and deed, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last aforesaid.

Clifton L. Caryl
CLIFTON L. CARYL
Notary Public, State of Ohio

(SEAL)

" "ADL

JOURNAL ENTRY

George H. Harper,
Plaintiff,

-vs-

A. L. Holthouse, Jr.,
Defendant.

Case No. 16823
Filed Jan. 19, 1952.

This cause coming on this day for hearing and a Jury being waived, was submitted to the Court upon the pleadings and the evidence and in consideration thereof the Court finds on the issues joined in favor of the Plaintiff. The Court further finds that there is due the Plaintiff from the Defendant upon the evidence adduced the sum ofTwo thousand five hundred Dollars ($2,500.00) for which judgment is awarded.

F. LeRoy Allen
JUDGE

APPROVED BY:
William L. Coleman
WILLIAM L. COLEMAN, ATTORNEY FOR PLAINTIFF

" ADL

ENTRY

The Union County, Ohio, Bar Association,
Plaintiff,

-vs-

Luther H. Collins,
Defendant.

Case No. 16853
Filed Jan. 19, 1952.

This day this cause came on to be heard upon the pleadings and evidence and argument of counsel and was submitted to the Court.

And the Court, being fully advised in the premises, find that the defendant, Luther H. Collins, has in violation of law, practiced law by counseling and advising on legal matters and by drawing legal documents for his customers such as deeds, mortgages, leases, wills, and other documents; that said defendant will, unless restrained by an order, of this court, continue such unlawful practices and the prayer of the petition is, therefore, sustained.

It is, therefore, considered by the Court that the defendant, Luther H. Collins, be, and he hereby is, perpetually enjoined from practicing law in any form, either directly or indirectly; and from holding himself out as having a right to practice law; and from advertising that he can furnish legal service of any kind; and from counseling or advising on legal matters; and from drawing deeds, mortgages, leases, wills, and other legal documents in which he has no direct or primary interest.

Exceptions noted for the defendant.

F. LeRoy Allen
JUDGE

APPROVED:
C. A. Hoopes
Attorney for Plaintiff

Attorney for Defendant.

" ADL

JOURNAL ENTRY

State of Ohio,

-vs-

L. L. Curtis,
Defendant.

Case No. 3293
Filed Jan. 19, 1952.

Information for operating motor vehicle while under the influence of alcohol.

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

This day came into court the Prosecuting Attorney in behalf of the State of Ohio, and the defendant coming into court in custody of the Sheriff was asked if he was represented by an attorney and if not if he desired an attorney to represent him and the defendant having answered in the negative he was then required to plead to the information.

Whereupon, said defendant, upon the reading of the information acknowledged service of said information, and entered a plea of guilty.

The court being fully advised in the premises accepted the plea of guilty and then inquired of L. L. Curtis if he had anything to say why judgment should not be pronounced against him; and he showed no good and sufficient cause why judgment should not be pronounced.

It is therefore considered and adjudged by the court that the said defendant stand convicted of the charge in the information and that the said defendant pay a fine of one hundred fifty dollars ($150.00) and the cost of this prosecution and that he stand committed to the jail of Union County until the amount of said fine and costs be paid, or secured to be paid, or he be otherwise legally discharged. It is further ordered and adjudged by the Court that the Defendant's right to drive be suspended for a period of one year from the date of this order and that he deliver his driver's license to the Clerk of this Court for said period of one year.

1/15/52

F. LeRoy Allen
JUDGE

APPROVED BY:
Luther L. Liggett
Prosecuting Attorney

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
State of Ohio,
-vs-
Ralph H. Palmer,
Defendant.

Case No. 3287
Filed Jan. 25, 1952.

Information for operating motor vehicle while under the influence of alcohol.

This day came into Court the Prosecuting Attorney on behalf of the State of Ohio, and the defendant coming into Court in custody of the Sheriff was asked if he was represented by an attorney and if not if he desired an attorney to represent him and the defendant having answered in the negative he was then required to plead to the information.

Whereupon, said defendant, upon the reading of the information acknowledged service of said information, and entered a plea of guilty.

The Court being fully advised in the premises accepted said plea of guilty and then inquired of Ralph H. Palmer if he had anything to say why judgment should not be pronounced against him; and he showed no good and sufficient cause why judgment should not be pronounced.

It is therefore, considered and adjudged by the Court that the said defendant stand convicted of the charge in the information and that the said defendant pay the costs of this prosecution and that he stand committed to the jail of Union County until the amount of said costs are paid, or secured to be paid, or he be otherwise legally discharged. It is further ordered and adjudged by the Court that the defendant's right to drive be suspended for a period of one year from the date of this order and that he deliver his driver's license to the Clerk of this Court for said period of one year.

10/13/51 F. LeRoy Allen
JUDGE

APPROVED BY:
Luther L. Liggett
Prosecuting Attorney

" " " "

Peace, on the elst day of May, 1951, in the sum of Three hundred dollars ($300.00) with Bertha I. Durant as surety.

Thereupon, the said defendant being three times solemnly called to appear and answer said charge, as he agreed to do, and failing so to do, and Bertha I. Durant the surety, being three times solemnly called to produce the body of said defendant, as she agreed to do, and failing so to do, the Court orders that the said recognizance be, and the same hereby is, forfeited absolutely.

It is further ordered that the Clerk shall forthwith give, as provided by law, the surety, Bertha I. Durant, notice to appear in this Court on or before the 2nd day of February, 1952, and produce the body of said defendant, Lewis Edwin Durant, or show why judgment shall not be entered against her for the amount of the recognizance given in this cause.

F. LeRoy Allen
JUDGE

APPROVED BY:
Luther L. Liggett
Prosecuting Attorney

" "ADL

JOURNAL ENTRY

State of Ohio,
-vs-
Myron Brown,
Defendant.

Case No. 3281
Filed Jan. 25, 1952.

Indictment for failure to support minor child G.C. 13008.

This day came into Court the Prosecuting Attorney on behalf of the State of Ohio and the defendant coming into Court in custody of the Sheriff was required to plead to the indictment.

Whereupon, upon the reading of the indictment by the Clerk the defendant acknowledged service of the indictment and entered a plea of not guilty.

It is the order of the Court that appearance bond be fixed in the amount of two hundred dollars ($200.00) and that the trial of this cause be set for February 14, 1952, at 9:30 o'clock A.M.

1/19/52 F. LeRoy Allen

APPROVED BY:
Luther L. Liggett
Prosecuting Attorney

" "ADL

JOURNAL ENTRY APPOINTING RECEIVER

The B. A. Railton Co.,
Plaintiff,
-vs-
Menendez, Inc., et al.,
Defendant.

Case No. 16863
Filed Jan. 25, 1952.

On the oral motion of the Defendant, Benn Blinn, dba Benn Blinn The Sign Man, the evidence, and the Court being fully advised in the premises it is found that the Defendant, Menendez, Inc., has been duly served by summons on the Petition and on the Answers and Cross Petitions of the Defendants, Benn Blinn, dba Benn Blinn The Sign Man, The H. W. Gartner Co., dba The Springfield Outdoor Advertising Co., and Andrew Brown, and the said Defendant, Menendez, Inc., is in default for Answer or other pleading.

The Court finds that a Receiver should be appointed to take charge of all the property and assets of the Defendant, Menendez, Inc., especially the corporation records and the personal property located in the Park Hotel, Magnetic Springs, Ohio, belonging to the Defendant, Menendez, Inc., and for the purpose of winding up the affairs of Menendez, Inc.

It is ordered that Charles H. Brown be and he is hereby appointed as such Receiver, and upon being duly sworn according to law and furnishing bond in the sum of Ten-thousand & no/100 Dollars with surety to be approved by the Court, he shall take possession of said property and assets, and all persons having possession thereof are hereby directed to turn the same over to said Receiver.

It is further ordered that said Receiver shall immediately make an inventory and appraisement of the assets of the Defendant, Menendez, Inc., and return the same forthwith to this Court, and proceed to liquidate all of the assets of Menendez, Inc., for the benefit of its creditors, and said Receiver shall generally due such acts respecting the property as the Court may order from time to time.

F. LeRoy Allen
JUDGE

OATH OF RECEIVER

State of Ohio, County of Union, ss:

Charles H. Brown, being duly sworn, says that he will faithfully perform the duties of Receiver in the above styled case.

Charles H. Brown

Sworn to before me and subscribed in my presence this 25th day of January, 1951.

F. LeRoy Allen
Common Pleas Judge

" ADL

ENTRY

Med-O-Pure Dairy Foods, Inc.,
Plaintiff,
-vs-
Chester Clegg, Sr. and
Chester Clegg, Jr., etc.,
Defendants.

Case No. 16685
Filed Jan. 25, 1952.

ENTRY

This day this cause came on to be heard upon the pleadings and the evidence, was argued by counsel and submitted to the Court.

Upon consideration whereof the Court, being fully advised in the premises, makes its separate findings of fact and conclusions of law as follows, towit:

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

FINDINGS OF FACT

1. That on or about the 1st day of June, 1950, the plaintiff and the defendants entered into an agreement in writing whereby, for a purchase price of Two Dollars ($2.00) per point cash, said plaintiff agreed to buy and said defendants agreed to sell certain milk distributing routes located in the City of Marysville, County of Union and State of Ohio, upon which certain unidentified customers were located, as well as the books and records showing the same, together with the good will established by said defendants and each of them in connection with said business.

2. That as a further consideration for the purchase of said milk distributing routes by said plaintiff, said defendants and each of them agreed in writing that they would not, either individually or collectively, directly or indirectly, at any time during the period of ten (10) years from and after said 1st day of June, 1950, under any circumstances or conditions whatsoever engage in or be or become interested in, as an individual, partner, shareholder, director, officer, clerk, principal, agent, employee or in any relation or capacity whatsoever, enter any business which would be in competition with the business of the plaintiff as the same was then or had in the past been conducted, or in the manufacture or distribution of bottled milk in any place within Union County, Ohio.

3. That as a further consideration for the purchase of said milk distributing routes by said plaintiff, said defendants and each of them agreed that they would dispose of their processing equipment in such a manner that the same would not be used in the processing or manufacture of dairy products in Union County, Ohio.

4. That at the time of the execution of said agreement, said defendant Chester Clegg, Jr., was under twenty-one years of age, but became twenty-one years of age prior to the hearing of this cause.

5. That said plaintiff has been and now is ready, able and willing to pay the purchase price for said assets as stipulated in said agreement, but that said defendants and each of them have refused to accept said purchase price and deliver said assets.

6. That at the time of the execution of said agreement, said defendant Chester Clegg, Jr., was not the owner or part-owner of any of the property described in said agreement.

7. That the only property used in said business at the time of the execution of said agreement in which said defendant, Chester Clegg, Jr., had any interest was his automobile, for the use of which he was paid.

8. That the purchase price of said assets described in said agreement, based on said Two Dollars ($2.00) per point as set forth therein, was the sum of Thirty-one hundred fifty-six Dollars ($3156.00); and that the damages suffered by said plaintiff by reason of the refusal of said defendants to accept said purchase price and deliver said property was the sum of Fifty Hundred Seventy-five Dollars ($1575.00), said loss directly and naturally resulting in the ordinary course of events from the breach of said contract by said defendant Chester Clegg, Sr.

CONCLUSIONS OF LAW

1. That by reason of the infancy of said defendant, Chester Clegg, Jr., at the time said agreement was executed, the same is, at his option, voidable as to him.

2. That by reason thereof relief by way of specific performance, as provided in Section 8448, General Code, cannot be granted as against said defendant, Chester Clegg, Jr.

3. That for that reason only, specific performance of said agreement at a purchase price of Thirty-one Hundred Fifty-six Dollars ($3156.00) cannot be enforce against defendant Chester Clegg, Sr.

4. That while said plaintiff is not entitled to specific performance against said defendant Chester Clegg, Sr., it is entitled to the relief provided for in Section 8447, General Code.

5. That it is accordingly entitled to said sum of Fifteen Hundred Seventy-five Dollars ($1575.00) as damages for the breach of said agreement.

It is, therefore, ordered, adjudged and decreed:

1. That specific performance of said agreement against said defendants and each of them be and the same is hereby denied.

2. That the prayer of the petition that said defendants and each of them be enjoined for a period of ten (10) years from and after said 1st day of June, 1950, from engaging, either directly or indirectly in the manufacture or distribution of bottled milk at any place within Union County, Ohio, be and the same is hereby denied.

3. That the prayer of the petition that said defendants and each of them be ordered and directed to dispose of their processing equipment in such a manner that the same might not be used in the processing or manufacture of dairy products in Union County, Ohio, be and the same is hereby denied.

4. That said plaintiff have judgment against and recover from said defendant Chester Clegg, Sr., the sum of Fifteen Hundred Seventy-five Dollars ($1575.00).

Plaintiff excepts to Finding of Fact No. 8 and to each and every Conclusion of Law, as well as to each and every order, judgment and decree of the Court, hereinbefore set forth.

Defendant Chester Clegg, Sr., excepts to Findings of Fact Nos. 5 and 8 and Conclusions of Law Nos. 4 and 5, as well as the order, judgment and decree of the Court against him in the sum of Fifteen Hundred Seventy-five Dollars ($1575.00).

F. LeRoy Allen
JUDGE

APPROVED:

Hill & Hill
W. B. McLeskey
Attorneys for Plaintiff

Clifton L. Caryl
Attorney for Defendants.

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Mary Katherine Driscoll,
Plaintiff,
-vs-
James F. Driscoll,
Defendant.

Case No. 15976
Filed Jan. 25, 1952.

On motion of the defendant it is ordered that the application for modification for the former order of this Court by changing the custody of the child of the parties be certified to the Juvenile Court of Union County for hearing, and for all purposes in the future.

F. LeRoy Allen
JUDGE

" " " "

towit: 5% on date of sale; balance upon confirmation by the court.

F. LeRoy Allen
JUDGE

" " " "

partially discharge the duties of Criminal Bailiff, Chief Probation Officer and Investigator as to Divorce and Alimony cases of the Court of Common Pleas of Union County, Ohio.

Enno A. Rausch

Sworn to before me and signed in my presence, this 1st day of February, A.D. 1952.

F. LeRoy Allen
Common Pleas Judge

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JUDGMENT ENTRY
Edward B. Ehret,
Plaintiff,
-vs-
G. E. Baker,
Defendant.

Case No. 16945
Filed Feb. 7, 1952.

This cause coming on for hearing on the Plaintiff's petition, Defendant's Answer and Cross-Petition, Plaintiff's Reply to Defendant's Answer and Plaintiff's Answer to Defendant's Cross-Petition, and Defendant's Reply to Plaintiff's Answer to Defendant's Cross-Petition, and on the evidence adduced by Plaintiff and Defendant upon the issues joined herein, was submitted to the court without the intervention of a jury; on consideration whereof, the court find for the Defendant upon Plaintiff's petition and that Defendant has accounted to Plaintiff for all livestock and property of the Plaintiff which Defendant has had in his possession, and that upon the cross-petition of the Defendant herein Plaintiff is indebted to the Defendant in the sum of One Hundred and Fifty-Six Dollars ($156.00).

It is therefore considered by the Court that the Defendant recover from the Plaintiff, and judgment is hereby rendered, for the said sum of One Hundred and Fifty-six Dollars ($156.00) with interest at 6% from the 17th day of January, 1952, and costs are assessed 50-50 against each party.

Marion B. Owen
Judge of the Court of Common Pleas,
Union County, Ohio.

APPROVED:
Myers & Hoopes
Attorney for Plaintiff

Lloyd George Kerns
Attorney for Defendant
" " " "

Sworn to before me and signed in my presence, this 9th day of February, 1952.

F. LeRoy Allen
Judge of the Court of Common Pleas,
Union County, Ohio.

" "ADL

JOURNAL ENTRY
Irene Herriott,
Plaintiff,

Case No. 16972
Filed Feb. 9, 1952.

-vs-
Bessie Marine and
B. H. Marine,
Defendants.

Upon oral motion of Attorneys for Defendants, leave is granted until February 10th for the Defendants to plead to Plaintiff's petition.

F. LeRoy Allen
JUDGE

" "ADL

ENTRY
Chester Overfield,
Plaintiff,

Case No. 16799
Filed Feb. 9, 1952.

-vs-
Alma Piston Company,
Defendant.

By agreement of parties case settled and dismissed with prejudice. No record. Costs paid.

F. LeRoy Allen
JUDGE

APPROVED:
Myers & Hoopes
MYERS & HOOPES
Attorneys for Plaintiff

Sanders & Grigsby
SANDERS & GRIGSBY

Collis Gundy Lane
COLLIS GUNDY LANE
Attorneys for Defendant

" "ADL

JOURNAL ENTRY
James Ray Plotner,
Plaintiff,

Case No. 16898
Filed Feb. 9, 1952.

-vs-
The Buckeye Union Casualty Company,
Defendant.

This day this cause came on to be heard on the Motion for a new trial, and the same was argued by counsel.

The Court upon consideration of said Motion, does hereby overrule the same.

Exceptions saved for defendant.

F. LeRoy Allen
JUDGE

APPROVED BY:
Clifton L. Caryl
Attorney for Plaintiff.

E. A. Durbin
Attorney for Defendant

" "ADL

ORDER FOR PUBLICATION FOR UNKNOWN HEIRS OR DEVISEES
Ernest Liggett,
Plaintiff,

Case No. 16924
Filed Feb. 9, 1952.

-vs-
Joe Richey, et al.,
Defendants.

This cause came on to be heard and it being made to appear to the Court by proper proof that the names and residence of the heirs or devisees of Rella Boggs, deceased, are unknown to the plaintiff, it is ordered that proceedings hereinafter may be had against them without naming them and that they may be served by publication herein, as in other cases of service by publication and designated as the unknown heirs or devisees of Rella Boggs, late of Village of Richwood, Union County, and State of Ohio, deceased, which publication be made for six consecutive weeks as in other cases.

F. LeRoy Allen
COMMON PLEAS JUDGE

" "ADL

CASE NO. 16827
JOURNAL ENTRY

Filed Feb. 9, 1952.

Hazel Allinder and the
General Accident Fire and Life
Assurance Corp.,
Plaintiff,

-vs-
Junior Heins,
Defendant.

Now comes the plaintiff and says that the above entitled case has been settled to his full satisfaction.

Wherefore, this Court dismisses the same with prejudice to this plaintiff.

F. LeRoy Allen
JUDGE

" ADL

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JUDGMENT ENTRY
Worley W. or Mary L. Dooley,
Plaintiff,
-vs-
H. M. Davidson,
Defendant.

Case No. 16988
Filed Feb. 9, 1952.

This day came the plaintiff, by their attorney; also appeared in open court, for and on behalf of said defendant, Joseph B. Grigsby, 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 two hundred dollars and no cents, being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and released and waived all exceptions, errors and right of appeal in the premises.

It is therefore considered that said plaintiff recover from said defendant the sum of One thousand two hundred dollars and no cents, being the amount of said note and unpaid interest due thereon from the 31st day of October, 1951, to date of judgment; and also recover their costs herein expended, taxed at $_____, and interest on said judgment at 6 per cent. per annum from said date of judgment until paid.

F. LeRoy Allen
JUDGE

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JUDGMENT ENTRY
First National Bank of Massillon,
Plaintiff,
-vs-
Ralph E. Fox and Virginia J. Fox,
Defendants.

Case No. 16996
Filed Feb. 16, 1952.

This day came the Plaintiff, by its attorney, also appeared in open Court; for and on behalf of said Defendant, Robert F. Allen, 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 Seven Thousand One Hundred Fifty-Seven ($7157.50) and 50/100 Dollars, being the amount of the principal and interest due on said Note and for the costs taxed and to be taxed and waived and released all errors in said proceedings, petitions in error and the right of appeal from the judgment rendered.

It is therefore considered that Plaintiff recover of said Defendant the sum of Seven Thousand One Hundred Fifty-Seven ($7157.50) and 50/100 Dollars, being the amount of said Note with interest computed at Six per cent per annum from the 1st day of October, 1951, and also all costs herein expended, taxed at $_____.

F. LeRoy Allen
JUDGE

" "ADL

ENTRY:
Mary Katherine Sarver,
Plaintiff,
-vs-
Robert Sarver,
Defendant.

Case No. 16978
Filed Feb. 2, 1952.

On motion of the defendant this cause is certified to the Probate Court of Union County for hearing.

F. LeRoy Allen
JUDGE

" ADL

JOURNAL ENTRY
Roy H. Reese,
Plaintiff,
-vs-
Edith L. Reese,
Defendant.

Case No. 15785
Filed Feb. 19, 1952.

It appearing to the Court that the defendant has filed herein written charges alleging that the plaintiff is in disobedience of a former order of this Court requiring him to pay certain money to the Clerk of this Court for the support of the minor child of the parties, it is ordered that said Roy H. Reese appear before this Court on the 23rd day of February, 1952, at ten o'clock A.M. to show cause why he should not be punished for contempt for his said disobedience.

F. LeRoy Allen
JUDGE

" ADL

JOURNAL ENTRY
The B. A. Railton Co.,
Plaintiff,
-vs-
Menendez, Inc., et al.,
Defendants.

Case No. 16863
Filed Feb. 21, 1952.

This cause came on to be heard on the motion of Charles H. Brown, Receiver, of Menendez, Inc., the evidence, and the Court being fully advised in the premises it is therefore ordered, adjudged, and decreed that the following parties are made defendant in this cause, that is, 1. Treasury Department, Collector of Internal Revenue, Columbus, Ohio, 2. State of Ohio, Bureau of Unemployment Compensation, Columbus, Ohio.

F. LeRoy Allen
JUDGE

" ADL

ENTRY
W. R. Carson,
Plaintiff,
-vs-
Charles B. Noteman and
Martha L. Noteman,
Defendants.

Case No. 16928
Filed Feb. 23, 1952.

This cause coming on to be heard upon the motion of plaintiff for leave to plead to defendant's Answer and Cross Petition out of rule day, for good cause shown, leave is granted.

Plaintiff has ten days from the date of this entry to plead to defendant's Answer and Cross Petition.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED:
Sanders & Grigsby
Attorneys for Plaintiff
William L. Coleman
Attorney for Defendants

" ADL

ENTRY
Worley W. Dooley and
Mary L. Dooley,
Plaintiffs,
-vs-
H. M. Davidson,
Defendant.

Case No. 16988
Filed Feb. 23, 1952.

This cause coming on to be heard upon the motion of defendant for an order vacating the judgment heretofore rendered in this cause and requesting a stay of execution, the court finds there is reasonable grounds for defendant's motion and orders that the same be heard at 10:00 o'clock A.M. Saturday, March 1st, 1952.

It is further ordered that a temporary stay of execution be granted and that the Sheriff stay all proceedings on the execution in his hands issued against this defendant by virtue of the above judgment, until further order of court.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED:
Sanders & Grigsby

" " " "

all exceptions, errors and right of appeal in the premises.

It is therefore considered that said plaintiff recover from said defendants the sum of Six hundred Thirty-one dollars and ninety-four cents, being the amount of said note and unpaid interest due thereon from the 1st day of February, 1951, to date of judgment; and also recover his costs herein expended, taxed at $_____, and interest on said judgment at 6% per annum, from said date of judgment until paid.

F. LeRoy Allen
JUDGE

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

Enter:

F. LeRoy Allen
Judge

APPROVED:
2-29-52 Hill & Hill
Attorneys for Plaintiff

Clifton L. Caryl
Attorney for Defendants
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
State of Ohio,
-vs-
Dale Dean,
Defendant.

Case No. 3295
Filed March 8, 1952.

Indictment for failure to support minor children, G.C. 13008.

The defendant herein, having heretofore plead guilty of failing to provide for his minor children, but imposition of sentence having been suspended and the said defendant being placed on probation was this day brought into Court in custody of the Sheriff; and the Court having inquired into the conduct of the said defendant found that he had violated the conditions of his probation, and therefore terminated the same; the defendant was thereupon inquired of if he had anything to say why judgment should not be pronounced against him; and he showed no good and sufficient cause why judgment should not now be pronounced.

It being made appear to the Court that the defendant, Dale Dean has never before been imprisoned in a state prison and the Court finding the defendant amenable to reformatory methods, it is therefore considered and adjudged by the Court that the said defendant, Dale Dean, be imprisoned in the Ohio State Reformatory at Mansfield, Ohio, until his term of imprisonment is terminated by the Ohio Board of Administration; and that within the next five days the Sheriff of Union County shall convey the said defendant, Dale Dean to the Ohio State Reformatory at Mansfield, Ohio, and deliver him to the superintendent thereof; and that he pay the costs of this prosecution for which execution is awarded.

3/8/52

F. LeRoy Allen
JUDGE

APPROVED BY:
Luther L. Liggett
Prosecuting Attorney

" "ADL

ENTRY
Blanche White,
Plaintiff,
-vs-
Arthur J. Rausch and
Charles C. W. Rausch,
Defendant.

Case No. 16940
Filed March 8, 1952.

On motion and it appearing to the Court that Blanche White, in whose name, as plaintiff this action was brought, died on the 4th day of January, 1952, and it further appearing to the Court that Trell White, her surviving spouse, has been duly appointed, qualified and is the acting Administrator of the estate of the said deceased, therefore it is ordered that the said Trell White as such Administrator, be, and he hereby is substituted as plaintiff herein in the place of and stead of the said decedent.

F. LeRoy Allen
JUDGE

APPROVED:
Myers & Hoopes
Attorneys for Plaintiff

Clifton L. Caryl
Attorney for Defendant

" "ADL

ENTRY APPOINTING DEPUTY SHERIFF

Filed March 8, 1952.

By virtue of the power vested in me, Sheriff of Union County, Ohio, and in pursuance and in compliance with Section 2830 of the General Code of Ohio, I do hereby appoint Delmer W. Smith a Deputy Sheriff of Union County, Ohio, invested with all authority and power of a Deputy Sheriff.

Walter T. Galloway
Sheriff of Union County, Ohio.

Whereupon came Delmer W. Smith and accepted said appointment and office and made oath as follows:

STATE OF OHIO, UNION COUNTY.

I do solemnly swear that I will support the Constitution of the United States and of the State of Ohio, and that I will faithfully and impartially discharge the duties of Deputy Sheriff of Union County, Ohio, to which I have been appointed according to law and the best of my ability.

Delmer W. Smith

Sworn to before me and subscribed in my presence the 6th day of March, 1952.

F. LeRoy Allen
Judge of the Court of Common Pleas.

The above appointment approved by me this 6th day of March, 1952.

F. LeRoy Allen
Judge of the Court of Common Pleas,
Union County, Ohio.

" "ADL

ENTRY OF DISMISSAL
Donna Millington,
Plaintiff,
-vs-
Ernest Millington,
Defendant.

Case No. 17007
Filed March 12, 1952.

Case dismissed without record and costs paid.

F. LeRoy Allen
Sanders & Grigsby
Attorney for Plaintiff.

" " " " " " " " " " " " " " " " " " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Winton A. Spurling, et al.,
Plaintiffs,
-vs-
Saul Amazon,
Defendant.

Case No. 17012
Filed March 13, 1952.

This cause settled and dismissed without record and costs paid.

APPROVED:
C. A. Hoopes
Attorney for Plaintiffs

F. LeRoy Allen
JUDGE

Attorney for Defendant
" " " "

1. That said judgment was for more than was due upon said note, for, in fact, the note had been paid in full and defendant says he has a good defense to said action as shown by his proposed Answer tendered herewith.

Sanders & Grigsby
Sanders & Grigsby
Attorneys for Defendant.

JOURNAL ENTRY

The above motion will be heard March 22, 1952, at 10:00 o'clock a.m. Execution stayed pending motion.

F. LeRoy Allen
JUDGE

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Worley W. Dooley and
Mary L. Dooley,
Plaintiffs,

-vs-
H. M. Davidson,
Defendant.

Case No. 16988
Filed March 22, 1952.

This day this cause came on to be heard upon the Motion of the Defendant and the court, for good cause shown, overrules said Motion.
Exceptions saved for the Defendant.

F. LeRoy Allen
JUDGE

APPROVED BY:
Clifton L. Caryl
Attorney for Plaintiff

Sanders & Grigsby
Attorney for Defendant.
" " " "

Therefore, upon consideration thereof, the Court grants said Motion and orders that the said defendant be and appear before this Court on Saturday, March 29, 1952, at 10:00 A.M. And it is further ordered that a copy of this Entry be served on the defendant, at least five days before said date of hearing.

F. LeRoy Allen
JUDGE

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Central National Bank of Cleveland,
308 Euclid Ave.,
Cleveland, Ohio,
Plaintiff,
-vs-
Edwin E. Lewis, et al.,
Defendants.

Case No. 16254
Filed March 27, 1952.

Leave to file answer by Marble Cliff Lumber Company, a partnership, defendant herein, is extended to the 2nd day of April, 1952.

F. LeRoy Allen
JUDGE

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

APPROVED:
Myers & Hoopes
Attorneys for Plaintiff

F. LeRoy Allen
JUDGE

Clifton L. Caryl
Attorney for Defendant
" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Ohio Edison Company,
a corporation,
Plaintiff,
-vs-
Ira Kramer, et al.,
Defendants.

Case No. 17002
Filed March 31, 1952.

This cause coming on for hearing, and being submitted to the Court upon the evidence produced, the Court find that the defendants have been duly served with process and are properly before the Court; and further find that the plaintiff is a corporation, as averred in the petition herein, that it has the legal right to make the appropriation prayed for in the petition, and that the same is necessary, and that plaintiff is unable to agree with the defendants as to the compensation to be paid for the property sought to be appropriated herein.

It is, therefore, ordered that to assess compensation for said property, herein sought to be appropriated, a jury be impaneled, according to law, and that said jury come on the 17th day of April, 1952, at 9:30 o'clock A.M., which time is hereby fixed for the impaneling of the same.

F. LeRoy Allen
JUDGE

APPROVED:
C. A. Hoopes
Attorney for Plaintiff

Clifton L. Caryl
Attorney for Defendants
" " " "

plaintiff at Thirty-seven Hundred Fifty Dollars ($3750.00), it is now, therefore, adjudged that said verdict be confirmed, and, the plaintiff having paid to the Clerk of the Court the full amount of said verdict, and having paid all the costs of this proceeding, it is ordered and adjudged that the plaintiff shall forthwith be entitled to take possession of and hold an easement over said premises, with all the rights and interests thereto belonging and appertaining, for the uses and purposes for which the appropriation was made; and that an order issue to the Sheriff of Union County to put said plaintiff in possession of said property and all interests and rights appertaining thereto.

The real estate over which such easement is granted is described as follows:

Real estate situate in the State of Ohio, County of Union, Township of Darby, being part of Survey No. 2671, and bounded and described as follows:

BEGINNING at the point of intersection of the Marysville and Unionville Gravel Road with the Hawn Gravel Road; thence with the center of said Hawn Gravel Road N. 51 deg. 45' E. 206 poles to the easterly line of said Survey; thence with said line (being also the easterly line of an unimproved road) S. 59 deg. E. 52.60 poles to a stone at the northeast corner of Sarah E. Robinson's land; thence with the west line of said land S. 38 deg. 55' W. 212.70 poles to a stone in the center of said Marysville and Unionville Gravel Road; thence with two consecutive lines of said land N. 61 deg. W. 47.80 poles and N. 36 deg. W. 52.90 poles to the beginning.

CONTAINING 100 acres, more or less.

The easement of plaintiff over said real estate is described as follows:

Situated in the Township of Darby, County of Union, and State of Ohio, being part of a parcel of land containing 100.00 acres, more or less, in Virginia Military Survey No. 2671, described as follows:

A strip of land 100 feet wide; 50 feet on each side of a center line, which center line of right-of-way is described as follows:

The center line of said right-of-way crosses from land of Ethel Robinson Helser at a point on said Grantors' southeast property line approximately 903 feet southwesterly from the most easterly corner; thence from this point in a general southwesterly direction across Grantors' premises approximately 2846 feet to a point on Grantors' southwesterly property line approximately 900 feet southeasterly from the most westerly corner, where said center line thence crosses to lands of Oscar H. Reed.

TOGETHER with the right to trim and/or remove any trees which interfere or threaten to interfere with said lines, and the further right to exclude from the area subservient to said right of way any use inconsistent with the purposes of said right of way or which would or might interfere with said use; and also the right to prohibit or prevent at all times the construction or maintenance of any buildings or permanent structures within the limits of said parcel of land which may interfere with plaintiff's structures or equipment.

The right granted plaintiff by this easement is restricted to the construction of four (4) sets of "H frame structures" which are two (2) poles with a cross arm at or near the top carrying three (3) conductors and two (2) areal ground wires unless the consent of Otto E. Rausch and Christine M. Rausch, their heirs and assigns is first obtained for the construction of more "H frame structures".

There is reserved to the said Otto E. Rausch and Christine M. Rausch, their heirs and assigns, the right to use the ground covered by said easement provided that such use does not interfere with or obstruct the rights granted to plaintiff herein by this order.

It is further ordered that said easement shall be subject to the obligation of the plaintiff, its successors and assigns, to repair or replace all fences, gates, drains and ditches damaged or destroyed by it on said premises or pay to the said Otto E. Rausch and Christine M. Rausch, their heirs and assigns, for all damage to fences, gates, drains, ditches crops and stock on said premises caused by the construction or maintenance of electric transmission lines over said premises.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED:
C. A. Hoopes
Attorney for Plaintiff

Sanders & Grigsby
Attorneys for Defendant.

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Irene Herriott,
Plaintiff,
-vs-
Bessie Marine & B. H. Marine,
Defendants.

Case No. 16972
Filed April 2, 1952.

This day this cause came on to be heard upon the Motion of the Defendant to strike Exhibit A and Exhibit B from the Petition. Upon consideration thereof the Court orders that the following words be deleted.

1. Paragraph 1. 3rd line. "and made a part hereof".
2. Paragraph 2. 7th line. "and made a part hereof".

It is further ordered that said words be deleted in the original Petition and the Defendant be required to plead further within ten (10) days from this date. Exceptions noted for both parties hereto.

F. LeRoy Allen
JUDGE

" " " "

It is further ordered that Plaintiff be and is restored to her former name of Lula Smith.

It is ordered that Plaintiff pay the costs herein.

F. LeRoy Allen
Judge of the Court of Common Pleas

APPROVED BY:
Lloyd George Kerns
Attorney for Plaintiff

" " " "

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Gordon N. Justice,
Plaintiff,
-vs-
Helen F. Justice,
Defendant.

Case No. 17013
Filed April 5, 1952

Upon the motion by the defendant, Helen F. Justice, and for good cause shown it is hereby ordered, adjudged, and decreed that the Plaintiff, Gordon N. Justice, is required to make the grounds for divorce as set forth in his Petition definite and certain.

F. LEROY ALLEN

APPROVED:
Sanders & Grigsby
Attorneys for Plaintiff

Robert F. Allen
Attorney for Defendant.

"""""""

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Donna Millington,
Plaintiff,
-vs-
Ernest Millington,
Defendant.

Case No. 17024
Filed April 9, 1952

This cause came on for hearing on motion of the plaintiff for an order citing defendant to appear and show cause why he should not be held in contempt of court and the court finds the motion well made and it is therefore ordered that the defendant Ernest Millington appear beforethis court at 10:00 o'clock A.M. Friday, April 11th, 1952, and then and there show cause if any, why he should not be punished as in contempt of court.

F. LEROY ALLEN

APPROVED:
Sanders & Grigsby
Attorneys for Plaintiff.

"ADL

JOURNAL ENTRY
Ethel Markin,
Plaintiff,
-vs-
Ernest Markin,
Defendant.

Case No. 17030
Filed April 10, 1952

Upon motion by the Plaintiff and for good cause shown it is ordered that this cause be dismissed without prejudice to a new action and without record, costs paid.

F. LEROY ALLEN

APPROVED BY:
William L. Coleman
Attorney for Plaintiff

"ADL

JOURNAL ENTRY
Donna Millington,
Plaintiff,
-vs-
Ernest Millington,
Defendant.

Case No. 17024
Filed April 11, 1952.

This matter came on for hearing this 11th day of April, 1952, in a proceeding for the defendant to show cause why he should not be held in contempt of court forhis failure to comply with the previous order of this court, and on consideration of the evidence the court finds that Ernest Millington is guilty of contempt of court and that he has wholly failed and refused to pay anything for the support of his wife and minor children as previously ordered by this court.

It is therefore ordered and adjudged that the said Ernest Millington be sentenced to ten days in the Union County Jail for contempt of court.

It is further ordered that the aforementioned jail sentence is suspended until 4:00 o'clock P.M. Friday, April 18th, 1952, by which time defendant may purge himself of contempt by his compliance with the orders of thiscourt and if he fails to do so by the aforesaid time a warrant shall issue for his committment.

MARION B. OWENS

APPROVED:
Sanders & Grigsby
Attorneys for Plaintiff

"ADL

JOURNAL ENTRY
Ethel Marie Welsh,
Plaintiff,
-vs-
Clarence P. Welsh,
Defendant.

Case No. 17034
Filed April 12, 1952

The Richwood Banking Company, Richwood, Ohio, is ordered to hold all funds belonging to Clarence P. Welsh except any amount over $300.00 in his personal checking account, until further order of the Court.

F. LEROY ALLEN

APPROVED:
Robert F. Allen
Attorney for Plaintiff

U. Jones
Attorney for Defendant

"ADL

JOURNAL ENTRY
Shirley Campbell, a minor by
James McCormick her father and
next friend, Marysville, Ohio
Plaintiff,
-vs-
Hugh Campbell,
Marysville, Ohio,
Defendant.

Case No. 16967
Filed April 12, 1952

This cause came on this day to be heard on the petition of the plaintiff, the Answer of the Guardian Ad Litem, the return of the Sheriff, the evidence, and the argument of counsel; and upon consideration the Court, being fully advised in the premises, finds that the defendant, Hugh Campbell, a minor, and the party with whom said minor resides, and said minor's father, have been legally served with summons and process, and have been legally notified of the pendency of the prayer of the petition, and are properly before the Court, the Court find that the plaintiff, at the time of the filing of her petition, had been a resident of the State of Ohio for one year next preceding the same, and was at that time, and had been for more than ninety days, a bona fide resident of Union County, Ohio, and that the parties hereto were married, as in said petition set forth.

The Court further find, upon the evidence adduced, that the defendant has been guilty of extreme cruelty and gross neglect of duty 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 Shirley Campbell and Hugh Campbellbe, and the same hereby is, dissolved, and both parties are released from the obligations of the same.

And the Court find that a property settlement has been heretofore had between the parties.

It is further ordered and decreed that the custody, care, education, and control of the said child of the parties hereto, Christy Diane Campbell, born December 29, 1951, be, until further order, confided to the said Shirley Campbell exclusively. But it is hereby ordered that the said Hugh Campbell have the privilege of visiting said child at any reasonable time.

It is further ordered and adjudged that the defendant pay to the Clerk of this Court, for the plaintiff, the sum of $15.00 per week, $10.00 of which shall be for the care and support and maintenance of the said child, and $5.00 to Myers & Hoopes as her expenses for Attorney fees, until the sum of $75.00 is paid to the said Myers & Hoopes; and thereafter the said $5.00 shall be paid to the said Shirly Campbell until the sum of $84.50 has been paid to her. Upon the payment of the said $75.00 and the said $84.50 then and thereafter the said defendant shall pay to the Clerk of this Court the sum of $10.00 per week until further order of the Court.

It is further ordered by the Court that the plaintiff pay the costs of this proceeding.

F. LEROY ALLEN

"""""""

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Trell White,
Plaintiff,
-vs-
Arthur J. Rausch &
Charles O.W. Rausch,
Defendants.

Case No. 16941
Filed April 12, 1952

This day on oral motion of the plaintiff, by his attorneys, leave is granted him to file an Amended Petition instanter.

F. LEROY ALLEN

"ADL

JOURNAL ENTRY
Dunlop Tire & Rubber Corporation,
Columbus, Ohio,
Plaintiff,
-vs-
John Lester
Plain City, Ohio,
Defendant.

Case No. 5-17008
Filed April 18, 1952

This day, this cause came before the Court, and it appearing to the Court that the Defendant, John Lester has been duly served with Summons and as in default for answer or demurrer. Upon statement of Counsel for Plaintiff the Court does hereby; find that the defendant is indebted to the Plaintiff in the sum of One Hundred Sixteen Dollars Eighty-Two Cents ($116.82), with interest from the 26th day of April, 1951, and costs of this action.

It is therefore, ordered, adjudged and decreed that the plaintiff recover from the defendant in the sum of One Hundred Sixteen Dollars Eighty-Two Cents ($116.82) with interest from the 26th day of April, 1951, and the costs of this action and judgment therefore, is hereby awarded Plaintiff.

F. LEROY ALLEN

APPROVED:
Lurie & Gifford
by Samuel Luper
Attorney for Plaintiff

"ADL

JOURNAL ENTRY
Ohio Edison Company,
a corporation,
Plaintiff,
-vs-
Dale Michael & Nina Michael,
et al., Defendants.

Case No. 16993
Filed April 18, 1952

This cause came on to be heard upon the pleadings and the evidence, and upon consideration the court finds that the allegations in the petition, and duly proven in this action, can be fully performed and executed and that the plaintiff is entitled to have the same enforced; the court further find that the plaintiff has deposited with the Clerk of this Court the sum of Four Hundred Ninety Dollars (490.00), which is the full consideration for the easement described in the petition.

It is ordered that the plaintiff have immediate possession of the premises hereinafter described for the purpose of erecting the necessary structures and of performing such other acts thereon as may be necessary to construct and maintain said transmission line.

It is, therefore, considered by the court that the defendants, Dale Michael & Nina Michael, within ten (10) days from the entry of this decree, execute and deliver to the plaintiff an easement and right-of-way over, under and across the following described premises:

Real estate situated in the State of Ohio, County of Union, Township of Millcreek, being part of Survey No. 3006, and bounded and descirbed as follows:

BEGINNING at a stake and stone, southwest corner Wm. McCauley and southeast corner to L. Jinkins and northwest corner to Isaac Anderson; thence S. 81° W. 144 poles to a stake in the road on the south line of L. Jinkins and Northeast corner of John Piersol; thence S. 18° $. 136 poles to a stone southeast corner to Philip Shepherd; thence N. 81° E. 144 poles to a stake southwest corner to S.W. Hill; thence N. 15° W. 136.50 poles to the beginning.

CONTAINING 122 acres and 100/160 of an acre, more or less, and EXCEPTING THEREFROM 40 acres conveyed to Daniel Anderson on the 18th day of January, 1806, and which is bounded as follows:

BEGINNING at the same place as the above, and runningthence S. 80° W. 47½ poles to a stake in the road; thence S. 18° E. 136 poles; thence N. 81° E. 47½ poles to a stake southwest corner to S. W. Hill; thence N. 15° W. 136½ poles to the beginning. ALSO EXCEPTING 3/4 of an acre deeded to the School District No. 9.

LEAVING 80 acres and 102 poles, more or less.

The easement over said real estate is described as follows:

A strip of land 100 feet wide; 50 feet on each side of a center line, which center line of right-of-way enters Grantors premises at a point on the east property line approximately 48 rods southeasterly from the northeast corner; thence in a general southwesterly direction across Grantors premises approximately 102 rods to a point on Grantors west property line approximately 34 rods northwesterly from the southwest corner.

And that the correct and accurate description of said right-of-way covered by said option agreement, the exact location and description of which was to be prepared and furnished by plaintiff after final survey had been made, is as follows:

A strip of land 100 feet wide; 50 feet on each side of a center line, which center line of right-of-way is described as follows:

The center line of said right-of-way crosses from land of Donald Thompson at a point on said Grantors easterly property line approximately 829 feet southerly from the northeast corner; thence from this point in a general southwesterly direction across Grantors premises approxmiately 1675 feet to a point on Grantors westerly property line approximately 513 feet northerly from the southwest corner where said center line thence crosses to lands of Howard Heidorn.

The easement and rights herein granted shall include the right to erect, inspect, operate, replace repair, patrol and permanently maintain upon, over, under and along the above described right-of-way across said premises all necessary structures, wires, cables and other usual fixtures and appurtenances used for or in connection with the transmission and distribution of electric current, and the right of ingress and egress upon, over and across said premises for access to and from said right-of-way and the right to trim, cut and remove at any and all times such trees, limbs, underbrush or other obstructions within or adjacent to said right-of-way as may interfere with or endanger said structure, wires or appurtenances, or their operation.

The Grantors reserve the right to use the ground between said structures and beneath said wires, provided that such use does not interfere with or obstruct the rights herein granted, and the Grantor agrees that no building, obstruction or impediment of any kind shall be placed within said right-of-way or between said structures or beneath said wires without prior written approval of the Grantee.

It is further ordered that said easement shall be subject to the obligation of the plaintiff, its successors and assigns, to repair or replace all fences, gates, drains and ditches damaged or destroyed by it on said premises or pay to the said Dale Michael & Nina Michael, their heirs and assigns, for all damage to fences, drains, gates, ditches, crops and stock on said premises caused by the construction or maintenance of electric transmission lines over said premises.

It is further ordered that if the said defendants, Dale Michael & Nina Michael,shall within ten days from the entry of this decree fail to execute and deliver to the plaintiff the easement above described, that this judgment and decree shall have the operation and effect of such an easement, and that the Clerk of this Court shall have this decree entered on the record in the Office of the Recorder of Union County.

It is further ordered that the defendants pay the costs of this proceeding.

F. LEROY ALLEN

APPROVED BY:
C. A. Hoopes
Attorney for Plaintiff
Clifton L. Caryl
Attorney for Defendants.

"""""""

Situated in the State of Ohio, County of Union, Township of Millcreek being part of Surveys Nos. 5609 and 3006, and bounded and described as follows:
BEGINNING at iron rod in the center of the Watkins and Delaware Gravel Road and in the Northeast corner of the lands of Odell E. Piersol; thence with the East line of said lands South 19° 18' East 240.19 poles to a stake in the North line of thelands of John Piersol, Jr.; thence with the North line of said lands North 82° 45' East 75.10 poles to a stone in the East line oforiginal Survey No. 5609; thence with said Survey line N. 30° 15' West 195.96 poles to a stake; passing a corner stone of an earlier division at 67.50 poles; thence North 13° West 56 poles to a stake in the center of the Watkins and Delaware Gravel Road; thence with the two consecutive lines of the center of said road South 78° 15' West 17.50 poles to the East line of Survey No. 5609 and South 83° 05' West 25.50 poles to the beginning.
CONTAINING in all 76.87 acres, more or less, but subject to all legal highways.

The easement over said real estate is described as follows:

A strip of land 100 feet wide; 50 feet on each side of a center line, which center line of right-of-way is described as follows:
The center line of said right-of-way enters Grantors premises at a point on the easterly property line approximately 101 rods northwesterly from the southeast corner; thence in a general southwesterly direction across Grantors premises approximately 61 rods to a point on Grantors westerly property line approximately 60 rods northwesterly from the southwest corner.

And that the correct and accurate description of said right-of-way covered by said option agreement, the exact location and description of which was to be prepared and furnished by plaintiff after final survey had been made is as follows:

A strip of land 100 feet wide; 50 feet on each side of a center line, which center line of right-of-way is described as follows:

The center line of said right-of-way crosses from land of Howard Heidorn at a point on said Grantors easterly property line approximately 1635 feet northerly from the southeast corner; thence from this point in a general southwesterly direction across Grantors premises approximately 973 feet to a point on Grantors westerly property line approximately 1000 feet northerly from the southwest corner, where said center line thence crosses to lands of Odell E. Piersoll.

The easement and rights herein granted shall include the right to erect, inspect, operate, replace, repair, patrol and permanently maintain upon, over, under and along the above described right-of-way across said premises all necessarystructures, wires, cables and other usual fixtures and appurtenances used for or in connection with the transmission and distribution of electric current, and the right of ingress and egress upon, over and across said premises for access to and from said right-of-way and the right to trim, cut and remove at any and all times such trees, limbs, underbrush or other obstructions within or adjacent to said right-of-way as may interfere with or endanger said structures, wires or appurtenances, or their operation.

The Grantor reserve the right to use the ground between said structures and beneath said wires, provided that such use does not interfere with or obstruct the rights herein granted, and the Grantor agrees that no building, obstruction or impediment of any kind shall be placed within said right-of-way or between said structures or beneath said wires without prior written approval of the Grantee.

It is further ordered that said easement shall be subject to the obligation of the plaintiff, its successors and assigns, to repair or replace all fences, gates, drains and ditches damaged or destroyed by it on said premises or pay to the said Millie Ebright, her heirs and assigns, for all damage to fences, gates drains, ditches, crops and stock on said premises caused by the construction or maintenance of electric transmission lines over said premises.

It is further ordered that if the said defendant, Millie Ebright, shall within ten days from the entry of this decree fail to execute and deliver to the plaintiff the easement above described, that this judgment and decree shall have the operation and effect of such an easement, and thatthe Clerk of this Court shall have this decree entered on the record in the Office of the Recorder of Union County.

It is further ordered that the defendant pay the costs of this proceeding.

F. LEROY ALLEN

APPROVED:
C. A. Hoopes
Attorney for Plaintiff
Clifton L. Caryl
Attorney for Defendants.

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COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ORDER FOR EXAMINATION OF DEBTOR

D. K. DAVIS,
Plaintiff,
-vs-
Gerald Baldwin,
Defendant.

Case No. 433
Filed April 19, 1952

On motion of the plaintiff herein, D. K. Davis, it appearing that said plaintiff recovered a judgment against Gerald Baldwin, defendant herein, before W. H. Snodgrass, Justice of the Peace, Paris Township, Union County, Ohio, on August 28, 1951, for $90.00 plus interest at 6% from November 1st, 1948, of $14.80, plus costs of the Justice of the Peace in the amount of $8.50, and that execution was issued thereon and has been returned wholly unsatisfied, it is hereby ordered that said defendant, Gerald Baldwin, appear before the Common Pleas Court of Union County, Ohio, at Marysville, Ohio, on the 26th day of April, 1952, at 10:00 o'clock A.M., thereupon to answer concerning his property, both real and personal.

Said defendant, Gerald Baldwin is hereby enjoined against disposing of any or all of his property in any manner whatsoever, until further order from this Court.

F. LEROY ALLEN

"ADL

JOURNAL ENTRY

Juanita Patton Wood, a minor of the age of 20 years, by F. L. Patton, her father and next friend,
Plaintiff,
-vs-
Floyd J. Wood,
Defendant.

Case No. 16986
Filed April 19, 1952

This day this cause came on to be heard upon the Petition of the plaintiff and the evidence and upon consideration thereof the Court finds that the plaintiff is and was for one year last past a bonafide resident of the State of Ohio, and of Union County, Ohio; that the Court has jurisdiction of the parties and the subject matter. The Court further finds that the defendant has been duly served with summons as required by law, that said service of process is hereby approved and confirmed.

The Court further finds that the parties were married as in the Petition set forth and that no children have been born the issue of said marriage. That this action is brought by F. L. Patton, father and next friend of Juanita Patton Wood, a minor of the age of twenty (20) years.

Upon further consideration thereof the Court finds that the defendant has been guilty of gross neglect of duty and by reason thereof the plaintiff is entitled to a divorce. It is, therefore, ordered, adjudged and decreed by the Court that the marriage contract heretofore existing between the parties be and the same is hereby dissolved andboth parties are discharged therefrom and the plaintiff be restored to her maiden name of Juanita Patton. It is further ordered that plaintiff pay the costs of this proceeding and recover the same from the defendant.

F. LEROY ALLEN

APPROVED BY:
William L. Coleman
Attorney for Plaintiff

"ADL

MOTION FOR EXAMINATION OF DEBTOR

Maize Tire Co., Inc.
Plaintiff,
-vs-
Calvin Payne, dba Clock Service,
Defendant.

Case No. 16566
Filed April 19, 1952

Now comes the Plaintiff in this cause, Maize Tire Co., Inc., and says that on the 8th day of March, 1950, it recovered a judgment in the Court of Common Pleas of Union County, Ohio, against the defendant, Calvin Payne, dba Clock Service, in the sum of $380.82, with interest at 6% from 1 December, 1949, together with costs of suit; that Plaintiff caused an execution to be issued on said judgment to the sheriff of said county, who thereupon returned said execution wholly unsatisfied; said plaintiff therefore moves for an order requiring said defendant, Calvin Payne, dba Clock Service, to appear before the Common Pleas Court of Union County, Ohio, and answer concerning his property, both real and personal, at such time and place as may be ordered.

ROBERT F. ALLEN
Attorney for Plaintiff

"ADL

JOURNAL ENTRY

William D. Marsh,
Plaintiff,
-vs-
Martha E. Marsh,
Defendant.

Case No. 16944
Filed April 19, 1952

This day this cause came on to be heard upon the Motion of the defendant to dismiss pleadings heretofore filed by said defendant and for good cause shown it is ordered that any and all pleadings of the defendant be dismissed.

This cause coming on further to be heard upon the Petition of the plaintiff and the evidence and the court finds that the defendant has been duly served with summons as provided bylaw, that said parties are now properly before the Court, the said process is hereby ordered, approved and confirmed.

The court further finds that the plaintiff is and was a resident of Union County, Ohio, for more than one year last past immediately preceeding the filing of the Petition and that the court has jurisdiction of the parties and the subject matter.

Upon further consideration thereof the court finds that the parties were married as in the Petition set forth and that two children were born the issue of said marriage, to-wit: Russell Marsh, age ten years and Richard Marsh, age eight years.

The court further finds that the defendant has been guilty of gross neglect of duty toward the plaintiff and that by reason thereof plaintiff is entitled to a divorce as prayed for. It is, therefore, ordered, adjudged and decreed that the marriage contract heretofore existing by and between said parties be and the same is hereby dissolved and both parties are discharged therefrom. It is further ordered that the defendant shall have the custody of the minor children of the parties hereto and that plaintiff shall be permitted to visit said children at all reasonable times. It is further found by the court that the parties have entered into a separation agreement settling all their property rights and matters pertaining to the custody of the minor children and support and upon consideration thereof the court finds said contract to be reasonable, the same is incorporated by reference and made a part of this decree. It is further ordered that the plaintiff pay the costs of this proceeding. All matters as to support and custody of minor children are confirmed until further order of the Court.

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

F. LEROY ALLEN

APPROVED BY:
William L. Coleman
Attorney for Plaintiff
Gwynn Sanders
Attorney for Defendant.

ADL

MOTION

Ethel Marie Welsh,
Plaintiff,
-vs-
Clarence P. Welsh,
Defendant.

Case No. 17034
Filed April 21, 1952

The plaintiff, Ethel Marie Welsh, respectfully moves the Courtto require the defendant, Clarence P. Welsh, to appear for a hearing for an order providing for temporary alimony and attorney fees pending a final determination of this cause, in conformity to the Petition for Divorce and the prayer thereof.

ROBERT F. ALLEN
Attorney for Plaintiff

ORDER

Upon the motion of the plaintiff, Ethel Marie Welsh, the evidence and the Court being fully advised in the premises it is hereby ordered, adjudged and decreed that the defendant, Clarence P. Welsh, is required to appear before the Common Pleas Court of Union County, Ohio, at Marysville, Ohio, on the 26th day of April, 1952, at 10:00 o'clock A.M. for an order determining temporary alimony and attorney fees pending a final determination of this cause.

F. LEROY ALLEN

ENTRY OF DISMISSAL

Welfare Finance Corporation
5 W. Broad Street
Columbus, Ohio,
Plaintiff,
-vs-
Garrell Spain,
Milford Center, Ohio.

Case No. 664
Filed April 22, 1952

This cause having been settled and dismissed, the certificate ofjudgment heretofore filed herein on or about April _____, 1952, is cancelled and released.

F. LEROY ALLEN

APPROVED:
John H. Baker
Attorney for Plaintiff

JOURNAL ENTRY

Trell White,
Plaintiff,
-vs-
Arthur J. Rausch &
Charles O.W. Rausch,
Defendants.

Case No. 16941
Filed April 26, 1952

Motion by defendant, Arthur J. Rausch, for an order striking from plaintiff's amended petition the entire third cause of action is heard and overruled, to which ruling the defendant excepts.

F. LEROY ALLEN

APPROVED BY:
Myers & Hoopes
Attorneys for Plaintiff
Clifton L. Caryl
Attorney for Defendant.

DIVORCE DECREE

Wilford Lee Broadstone,
Plaintiff
-vs-
Pauline Louise Broadstone,
a minor 20 years of age by
her custodian and next friend
Marge Payne,
Defendant.

Case No. 16882
Filed April 26, 1952

This cause came on to be heard upon the petition, answer of guardian ad litem of defendant, and the evidence.

On consideration whereof, the Court finds that the plaintiff hasa bonafide residence in Union County State of Ohio for more than one year last past preceeding the filing of the petition for divorce.

The Court finds the plaintiff, Wilford Lee Broadstone, and the defendant Pauline Louise Broadstone were married on or about the 17th day of September, 1949, at Russell, Kentucky and that a child has been born as the issue of said marriage since the filing of the Petition herein.

The Court further finds the defendant, Pauline Louise Broadstone, has been guilty of gross neglect of duty, in violation of her marriage contract with the plaintiff, by reason of which the plaintiff is entitled to be divorced from the defendant.

It is therefor ordered, adjudged, and decreed that the marriage relations heretofore existing between the parties, be and the same are hereby dissolved, and each and both parties are fully, finally and forever released from the obligations of the same.

It is further ordered, adjudged, and decreed that the custody, care and control of the minor child of the parties be confieded to he defendant, Pauline Louise Boradstone, and the plaintiff is ordered to pay $10.00 per week for the support of said minor child and have the right of reasonable visitation all until the ruther order of this Court.

The Court further orders that the personal property in this cause shall be divided and awarded as follows:

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

The automobile owned by the plaintiff shall be retained and owned by him; the washing machine is awarded to the defendant.

The electric train is awarded to the plaintiff, value	$10.00
Plaintiff's clothing to plaintiff (no value)	
Kitchen table and 4 chairs to plaintiff, value	15.00
Total	$25.00

The dining table and 4 chairs is awarded to the defendant, value	$10.00
The metal cupboard is awarded to the defendant, value	12.00
The oak dresser is awarded to the defendant, value	3.00
Total	$25.00

The dishes and cooking utensils valued at $5.00 and all bed clothing valued at $60.00 shall be divided in approximately equal amounts and value by the defendant and one-half of the same retained by her and the other one-half of the same to be turned over to theplaintiff.
The electric sweeper is awarded to the defendant, no value.

This decree for divorce shall be withheld from record until the plaintiff has paid $100.00 to the Clerk of Courts for Clifton L. Caryl, Attorney for the defendant and has paid the costs of this action.

F. LEROY ALLEN

APPROVED:
Robert F. Allen
Attorney for Plaintiff
Clifton L. Caryl
Attorney for Defendant.

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COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

CIVIL ACTION--VERDICT FOR PLAINTIFF

Trell White,
Plaintiff,
-vs-
Arthur J. Rausch &
Charles O. W. Rausch,
Defendants.

Case No. 16941
Filed April 28, 1952

We, the Jury being duly impaneled and sworn and affirmed, find the issues in this case in favor of the Plaintiff, and assess the amount due to the Plaintiff from the Defendant the said Arthur J. Rausch & Charles O. W. Rausch at the sum of ($800.00) Eight Hundred Dollars.

And we do so render our verdict upon the concurrence of twelve members of our said Jury, that being three-fourths or more of our number. Each of us said jurors concurring in said verdict signs his name hereto this 28th day of April, 1952.

1. R. B. Dildine
2. Eugene Fogle
3. Francis Balderson
4. Elmer R. Berry
5. W. L. Starkey
6. Pearl Hill
7. Edward Wolff
8. Elwood Wilson
9. Hazel H. Fry
10. Richard O. Baker
11. Roger M. Butz
12. E. E. Watkins

JOURNAL ENTRY

Trell White,
Plaintiff,
-vs-
Arthur J. Rausch &
Charles O. W. Rausch,
Defendants.

Case No. 16941
Filed April 29, 1952

On the 28th day of April, 1952, this cause came on for trial and then and there appeared in person the plaintiff and the defendants and their attorneys and a jury was duly called, impaneled and sworn and thereupon the case was submitted to the jury on the pleadings, evidence, exhibits and the charge of the court, who retired to the jury room for their deliberation and thereafter said jury returned to the court room with their verdict in writing, with twelve members thereof concurring and finding damages for the plaintiff, Trell White, in the sum of $800.00.

Therefore, on consideration of the findings and the verdict of the said jury as returned, it is ordered and adjudged by the court that the said plaintiff, Trell White, have judgment and that he recover from the said defendants, Arthur J. Rausch and Charles O. W. Rausch, the said sum of $800.00, with interest thereon at the rate of 6% from the 28th day of April, 1952, and costs.

To all which findings of the jury and order of the court the defendants except and exceptions noted.

F. LEROY ALLEN

APPROVED:
Myers & Hoopes
Attorneys for Plaintiff
Clifton L. Caryl
Attorney for Defendants.

JOURNAL ENTRY

Fred Lash, Jr.,
Plaintiff,
-vs-
Ruth Anna Lash,
Defendant.

Case No. 17000
Filed April 29, 1952

This day this cause came on to be heard upon the Motion of the defendant and the Court being fully advised in the premises finds that said Motion is reasonable and should be granted.

It is, therefore, the order of this Court that the defendant, Ruth Anna Lash, be permitted to take the children into the home of her parents, Mr. & Mrs. S. B. Parmenter, for a period of time beginning this afternoon, April 29th, 1952, and ending Friday, May 2nd, 1952, at 7:00 o'clock P.M. It is further ordered that the defendant be permitted to take said children for the same four days each and every week, alluntil further order of the Court.

F. LEROY ALLEN

APPROVED:

Attorney for Plaintiff
William L. Coleman
Attorney for Defendant.

JOURNAL ENTRY

Ernest Liggett,
Plaintiff
-vs-
Joe Richey, et al.
Defendants.

Case No. 16924
Filed May 3, 1952

This cause coming on to be heard on the petition the court find that all defendants have entered thier appearance herein or have been duly served with summons, and that from the pleadings and the evidence that the plaintiff is seized of and has a legal right to an undivided 1/15 part of the premises described in said petition and is entitled to hold the same in severalty; that the defendants named below are seized of the following undivided interestsof the real estate described in the petition as tenants in common with plaintiff and each has a legal right to said undivided interest in said real estate:

Joe Richey 1/15, Harry Richey 1/30, Robert Richey 1/30, Frank O. Richey 1/30, Beatrice R. McDermott 1/30, Mabel Frederick 1/15, Lucy Pert Dumbauld 1/15, Lola M. Weigel 1/105, Hazel M. McNelly 1/105, Ruth M. Schultz 1/105, Cecil M. Stone 1/105, Esther M. Spross 1/105, Florence M. Minnick 1/105, Clarence M. Montgomery 1/105, Lillie Arthur 1/15, Charles Liggett 1/60, Wayne Liggett 1/60, Wilma Wright 1/60, Maxine Frazier 1/60, Margaret O'Rourke 1/15, Ralph Thomas 1/30, Elizabeth James 1/30, Helen Bayliss Adams 1/15, Ralph Robinson 1/45, Robert Robinson 1/45, June R. Ruggles 1/90, Richard Robinson 1/90, Jane R. Eckerman 1/15, Arthur S. Robinson 1/60, Lowell T. Robinson 1/60, John B. Robinson 1/60, Mary Grace Mathieson 1/60.

It is, therefore, adjudged and decreed that the said Ernest Liggett, plaintiff, be endowed of one full and 1/15 part of said premises and that subject thereto partition of said property be made in the proportions above designated and that an order issue to the Sheriff of this County commanding him that, by the oath of Fred Scheiderer, Harold Coleman and W. F. Cody, three judicious disinterested freeholders, who are hereby appointed commissioners for that purpose, he set off to the plaintiff and the other co-defendants aforesaid and aforesaid proportions of said estate in severalty; and of his proceedings herein make due return.

F. LEROY ALLEN
JUDGE

JOURNAL ENTRY
Edna Hickok,
Plaintiff,
-vs-
Robert Hickok,
Defendant.

Case No. 16982
Filed May 5, 1952

This cause came on for hearing this 5th day of May, 1952, on the petition of the plaintiff and the answer and cross petition of the defendant and the court find that it has jurisdiction of the parties and of the subject made and that plaintiff has been guilty of gross neglect of duty as alleged in the cross petition and that by reason thereof defendant is entitled to a divorce.

The court further find that the plaintiff shall have as her own individual property the following household items:

Piano, work bench, white cupboard, electric sewing machine, 1 bedroom suite, bed clothing and all her personal articles; that the dishes and silverware should be divided as the parties have agreed and that defendant should pay plaintiff, in cash, the sum of Eight Hundred Dollars ($800.00) and all other property owned in common by the parties should be the sole property of the defendant; that defendant has paid plaintiff's attorneys the sum of One Hundred Fifty Dollars ($150.00) and that no additional award of attorney fees should be made.

It is, therefore, ordered, adjudged and decreed that the defendant, be, and he hereby is granted a divorce from the plaintiff and the marriage contract is hereby dissolved and both parties thereto releasedfrom the obligation of the same; that the plaintiff shall have the custody of Starling L. Hickok for whose care the defendant shall, beginning May 5, 1952, pay Seven Dollars ($7.00) per week until November 3, 1952, upon which date and thereafter he shall pay the sum of Ten Dollars ($10.00) per week for the support of said child, all sums being paid through the office of the Clerk of Court; that the custody of Patricia Ann Hickok and Allen Robert Hickok shall be given the defendant. Both parties shall have the right of visitation at all reasonable times, all orders subject to modification.

It is ordered that the costs herein be taxed equally to both parties.

"Marion B. Owen"
JUDGE

APPROVED:
Sanders & Grigsby
Attorneys for Plaintiff
Roy Daven Roof
Attorney for Defendant.

JOURNAL ENTRY
Harry P. Woodruff,
Plaintiff,
-vs-
David Davies Co.,
Defendant.

Case No. 17020
Filed May 6, 1952

This matter coming on to be heard on the motion of the defendant for an order to strike certain matter from the petition of the plaintiff and for an order requiring plaintiff to make his petition definite and certain, the court find that the request of the defendant to strike from the petition of plaintiff should be, and the same hereby is over ruled as to all three branches.

The court further find that the request of the defendant for an order requiring plaintiff to make his petition definite and certain should be, and the same hereby is sustained as to all five branches. Plaintiff shall amend his petition within fifteen (15) days from the filing of this Journal Entry.

Exceptions are saved to those adversely affected.

F. LEROY ALLEN
JUDGE

APPROVED:
Myers & Hoopes
Attorneys for Plaintiff

Sanders & Grigsby
Attorneys for Defendant.

MOTION & ENTRY
Lila Laird,
Plaintiff,
-vs-
Robert Laird,
Defendant.

Case No. 5-17046
Filed May 8, 1952

MOTION:

Plaintiff respectfully moves the court for an order temporarily restraining defendant from molesting or annoying her, from disposing of or destroying any assets orproperty of hers during the pendency of this proceeding.

Sanders & Grigsby
Attorneys for Plaintiff

ENTRY

It is ordered that the within motion be heard at 10:00 o'clock A.M. Saturday morning, May 10th 1952, a copy of this motion served upon defendant shall constitute notice.

F. LEROY ALLEN
JUDGE

JOURNAL ENTRY
Gertrude A. Kuhn,
Milford Center, Ohio,
Plaintiff,
-vs-
Marion M. Kuhn,
Milford Center, Ohio,
Defendant.

Case No. 17036
Filed May 10, 1952

This action is dismissed without prejudice at the plaintiff's costs for which judgment is rendered.

F. LEROY ALLEN
JUDGE

APPROVED:
Myers & Hoopes
Attorneys for Plaintiff

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY ORDERING CHANCE OF
VENUE IN DIVORCE ACTION.
Donna Millington,
Plaintiff,
-vs-
Ernest Millington,
Defendant.

Case No. 17016
Filed May 10, 1952

On motion and affidavit of defendant that a fair and impartial hearing and determination of this cause cannot be had before this court, it is ordered that the cause be removed to the County of Marion, Ohio, for hearing and determination.

F. LEROY ALLEN

JOURNAL ENTRY
Phoebe Ann Ziegler,
Plaintiff,
-vs-
Clarence E. Ziegler,
Defendant.

Case No. 17047
Filed May 9, 1952

This day this cause came on for hearing on the Motion of the plaintiff by her attorneys and the Petition asking for an injunction pending the action which upon consideration thereof the Court, without bond, does hereby grant.

Therefore, it is ordered by the Court that the said defendant, Clarence E. Ziegler, be and he hereby is enjoined, pending this action, from encumbering, selling or disposing of the plaintiff's household goods, furnishings or equipment, or his automobile, or either of their tracts of real estate, and from molesting, abusing or interfering with the plaintiff's movements in any manner whatsoever.

It is further ordered that a copy of this Entry be served on the defendant as and for injunction allowed by the Court.

F. LEROY ALLEN
JUDGE

APPROVED:
Myers & Hoopes
Attorneys for the Plaintiff.

JOURNAL ENTRY
Lawrence Hall,
Plaintiff,
-vs-
T. J. Kauer, Director of Highways of the State of Ohio, et al.,
Defendants.

Case No. 16915
Filed May 10, 1952

This day this cause came on for hearing upon the pleadings, the opening statements of counsel and the testimony and exhibits offered on behalf of the plaintiff.

At the conclusion of the evidence submitted on behalf of the plaintiff herein, counsel for the defendant, T. J. Kauer, Director of Highways, moved to dismiss the petition herein and for final judgment in favor of the defendant, T. J. Kauer, Director of Highways.

UPON CONSIDERATION of the pleadings, the opening statements of counsel and all of the evidence submitted on behalf of the plaintiff, the Court finds said motion to be well taken and hereby sustains the same.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the petition of the plaintiff be dismissed with prejudice at plaintiff's costs.

F. LEROY ALLEN
JUDGE

APPROVED:
C. William O'Neill
Attorney General
Louis E. Evans
Assistant Attorney General
(Attys. for defendant Director of Highways)
Myers & Hoopes
(Attys. for plaintiff)

JOURNAL ENTRY
Lawrence Hall,
Plaintiff,
-vs-
T. J. Kauer, Director of Highways of the State of Ohio, et al.,
Defendants.

Case No. 16915
Filed May 10, 1952

This day this cause came on for hearing upon the pleadings, the opening statements of counsel and the testimony and exhibits offered on behalf of the plaintiff.

At the conclusion of the evidence submitted on behalf of the plaintiff herein, counsel for the defendant, T. J. Kauer, Director of Highways, moved to dismiss the petition herein and for final judgment in favor of the defendant, T. J. Kauer, Director of Highways.

UPON CONSIDERATION of the pleadings, the opening statements of counsel and all of the evidence submitted on behalf of the plaintiff, the Court finds said motion to be well taken and hereby sustains the same.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the petition of the plaintiff be dismissed with prejudice at Plaintiff's costs.

F. LEROY ALLEN
JUDGE

APPROVED:
C. William O'Neill
C. William O'Neill
Attorney General
Louis E. Evans
Louis E. Evans
Assistant Attorney General
(Attys. for defendant, Director of Highways)
Myers & Hoopes
Myers & Hoopes,
(Attys for plaintiff)

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Lila Lee Lenox,
By Carl Eldridge, her
father and next friend,
Plaintiff,

Case No. 16743
Filed May 12, 1952

-vs-
Robert Lenox,
Defendant.

This day this cause came on for hearing on motion of the plaintiff asking for a restraining order against the defendant and for allowance for the maintenance, support and expenses of the said Lila Lee Lenox, and for the support of her minor child pending the action, and the Court being fully advised in the premises finds that said application for injunction should be granted.

Therefore it is ordered that a temporary restraining order be forthwith, and the same is, hereby granted against the defendant, without notice and without bond on the part of the plaintiff, and that the said defendant be, and he hereby is, restrained from molesting or interfering with the plaintiff, pending this action.

On further consideration of said motion it is ordered by the Court that the said defendant be and appear before this Court on the 17th day of May, 1952, at 10:00 A.M. and that he then and there and at said time show cause, if any he may have, why he should not pay the said Lila Lee Lenox a reasonable sum for her maintenance and support, expenses, attorney fees and support for their said minor child, pending this action, and why the said Lila Lee Lenox should not be granted custody of their said child, Linda Christine Lenox, pending this action.

It is further ordered by the Court that the Clerk of this Court issue a certified copy of this Entry directed to the Sheriff of Union County, Ohio, to be served by him on the defendant with and at the time summons is served.

F. LEROY ALLEN
JUDGE

APPROVED:
Myers & Hoopes
Attorneys for Plaintiff

JOURNAL ENTRY
DIVORCE DECREE
Rose Belle Spicer,
Plaintiff,

Case No. 16989
Filed May 17, 1952

-vs-
James Howard Spicer,
Defendant.

This cause came on to be heard upon the pleadings and the 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; that at thetime of the filing of the Petition herein, the Plaintiff was a bona fide resident of the State of Ohio, for more than one year last past and of Union County, Ohio, for more than ninety days last past immediately preceding the filing of this her Petition for Divorce, and that said parties were married at Wooster, Ohio, on the 9th day of October, 1950, and that no children were born as the issue of said marriage.

The Court finds 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 istherefore 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 that the Plaintiff, Rose Belle Spicer, be restored to her former name of Rose Belle Richardson.

It is further ordered that the Plaintiff pay the costs of this proceeding.

F. LEROY ALLEN
JUDGE

JOURNAL ENTRY
DECREE OF DIVORCE
Crystal Bateman,
Plaintiff

Case No. 17026
Filed May 17, 1952

-vs-
Tracy W. Bateman,
Defendant.

And now comes the said Plaintiff, by her attorney and the Defendant having been duly served with summons and a copy of the petition herein the Court finds that the Defendant is in default for answer or demurrer to the Petition, thereby confessing the allegations thereof to be true.

The Court also finds that the Plaintiff, at the time of filing herpetition, had been a resident of the State of Ohio for one year next prior thereto and was, at the time of filing said petition and for at least thirty days immediately preceding the same, a bona fide resident of this County of Union and that theparties hereto were married on the 3rd day of July, 1950, as in said petition set forth.

The Court further finds, upon the evidence adduced, that the Defendant has been guilty of gross neglect of duty and extreme cruelty and by reason thereof the Plaintiff is entitled to a divorce as prayed for.

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

It is further order of the Court that said plaintiff be restored to her former married name of Crystal Organ.

It is further considered by the Court the said Plaintiff pay the costs of this prosecution.

F. LEROY ALLEN
JUDGE

JOURNAL ENTRY
DECREE OF DIVORCE
Lauretta Lindsay,
Plaintiff,

Case No. 17027
Filed May 17, 1952

-vs-
Carl Lindsay,
Defendant.

And now comes the said Plaintiff, by her Attorney, and the Defendant having been duly served with summons and a copy of the petition herein the Court finds that the Defendant is in default for answer or demurrer to the petition, thereby confessing the allegations thereof to be true.

The Court also finds that the Plaintiff, at the time of filing her petition, has been a resident of the State of Ohio for one year next prior thereto and was, at the time of filing said petition and for at least thirty days immediately preceding the same, a bona fide resident of this County of Union, and that the parties hereto were married on the 20th day of September, 1945, as in said petition set forth.

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

The Court further finds, upon the evidence adduced, that the Defendant has been guilty of gross neglect of duty and extreme cruelty and by reason thereof the Plaintiff is entitled to a divorce as prayed for.

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

It is further ordered by the Court that said plaintiff be restored to her former married name of Lauretta Welter.

It is further considered by the Court that the said Plaintiff pay the costs of this prosecution.

F. LEROY ALLEN
JUDGE

"""""""

ordered by the Court that the said defendant, Hugh Campbell, be and appear before this Court on the 31st day of May, 1952, at 10:00 A.M., and then and there show cause, if any he may have, why he should not comply with the former orderof this Court and make the weekly payments to the Clerk of this Court, or stand in contempt.

It is further ordered that the said defendant be given notice of the pendency hereof by service of a copy of the Application and this Entry at least five days before said time set for hearing.

F. LEROY ALLEN
JUDGE

JOURNAL ENTRY
Donna Marie Huffman,
Marysville, Ohio,
Plaintiff,

vs-
Russell C. Huffman
Marysville, Ohio,
Defendant.

Case No. 17051
Filed May 27, 1952

This day this cause came on to be heard upon the Motion of the Plaintiff and the Court being fully advised in the premises finds the said Motion reasonable and should be granted.

It is ordered that the Defendant be required to appear beforethis Court on Saturday, May 31st, 1952, at 10:00 o'clock A.M. for the purpose of determining and affixing temporary alimony and support money pending this proceeding.

F. LEROY ALLEN
JUDGE

APPROVED BY:
William L. Coleman
Attorney forPlaintiff

ENTRY
Catherine E. H. Sorensen,
Plaintiff,

-vs-
J. Orren Moreland,
Defendant.

Case No. 17039
Filed May 29, 1952

This day this cause came on to be heard upon the pleadings and the evidence and the Court being fully advised in the premises find that the defendant has been duly served with a summons according to law and is in default for answer and demurr to the petition and that the allegations of the petition are thereby confessed by him to be true.

The Court further find, upon the evidence adduced, that the plaintiff and defendant entered into a lease as set forth in the petition; that the defendant failed to keep the covenants of said lease on his part to be kept and performed as set forth in the petition; that the plaintiff has elected to declare said lease to be forfeited and that the plaintiff is entitled to immediately repossess the premises described in the petition.

It is, therefore, considered by the Court that said lease be canceled and held fornaught, that the plaintiff be entitled to immediately repossess said premises and that a writ of possession issue therefor directed to the Sheriff of Union County to put plaintiff in possession of said real estate.

F. LEROY ALLEN
JUDGE

APPROVED:
C. A. Hoopes
Attorney for Plaintiff
Sanders & Grigsby
Attorney for Defendant.

MOTION FOR EXAMINATION OF DEBTOR
A. W. Johnson, dba A. W. Johnson,Co.,
Plaintiff,

-vs-
Roy Coakley,
Defendant.

Case No. 460
Filed May 31, 1952

Now comes the Plaintiff in this cause, A. W. Johnson dba A. W. Johnson Co., and says that on the 9th day of November, 1951, he recovered a judgment before W. H. Snodgrass, Justice of the Peace, Paris Township, Union County, Ohio, against the Defendant, Roy Coakley, in the sum of $129.50 with interest at 6% from August 17, 1950, in the amount of $9.35 plus costs of the Justice of the Pease $5.25 and Constable's costs $6.10; that a certificate of judgment has been filed in the Clerk's Office of the Common Pleas Court of Union County, Ohio, in Certificate of Judgment Docket 1, page ; that he caused an execution to be issuedon said judgment to the Sheriff of said county, who thereupon returned said execution, wholly unsatisfied; said Plaintiff therefore moves for an order requiring said Defendant, Roy Coakley, to appear before the Common Pleas Court of Union County, Ohio, at Marysville, Ohio, and answer concerning his property, both real and personal.

Robert F. Allen,
Robert F. Allen, attorney for Plaintiff

ORDER FOR EXAMINATION OF DEBTOR

On motion of the Plaintiff herein, A. W. Johnson dba A. W. Johnson Co., it appearing that said Plaintiff recovered a judgment against Roy Coakley, Defendant herein, and that execution was issued thereon and has been returned wholly unsatisfied, it is hereby ordered that said Defendant appear before the Common Pleas Court of Union County, Ohio, at Marysville, Ohio, on the 21st day of June, 1952, thereupon to answer concerning his property both real and personal. Said defendant is hereby enjoined against disposing of any or all of his property in any manner whatsoever, until further order from this Court.

F. LEROY ALLEN
JUDGE

MOTION FOR EXAMINATION OF DEBTOR

Houghton Sulky Co.,
Plaintiff,

-vs-
Charles Edward Taylor,
Defendant.

Case No. 463
Filed May 31, 1952.

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO

Now comes the Plaintiff in this cause and says that on the 25th day of April, 1952, he recovered a judgment before W. H. Snodgrass, Justice of the Peac, in and for Paris Township, Union County, Ohio, against the Defendant in the sum of $178.92 with interest from May 16th, 1949, at 6% together with as costs of suit; that he caused a Certificate of said judgment to be filed in the Office of the Clerk of Courts of Union County, Ohio, which is of record in Certificates of Judgment, Volume 1, page ; that he caused an execution to be issued on said judgment to the sheriff of said County, who thereupon returnedsaid execution, wholly unsatisfied; said Plaintiff therefor moves for an order requiring said Defendant, Charles Edward Taylor to appear before the Common Pleas Court of Union County, Ohio, at such time and place as may be ordered and answer concerning his property, both real and personal.

Robert F. Allen
Robert F. Allen, Attorney
for Plaintiff

ORDER FOR EXAMINATION OF DEBTOR

On motion of the Plaintiff herein, it appearing that said Plaintiff recovered a judgment against Charles Edward Taylor, Defendant herein, and that execution was issued thereon and has been returned wholly unsatisfied, it is hereby ordered that said Defendant, Charles Edward Taylor, appear before the Common Pleas Court of Union County, Ohio, at Marysville, Ohio, on the 21st day of June, 1952, at 10:00 o'clock A.M. thereupon to answer concerning his property, both real and personal. Said Defendant is hereby enjoined against disposing of any or all of his property in any manner whatsoever, until further order from this Court.

F. LEROY ALLEN
JUDGE

ENTRY

Lila Lee Lenox,
by Carl Eldridge, her father
and next friend,
Plaintiff,
-vs-
Robert Lenox,
Defendant.

Case No. 16743
Filed May 31, 1952

This day came the plaintiff, by her attorneys, and moves the Court to dismiss this action at her costs and without prejudice to a new action; and upon consideration thereof, it is ordered by the Court that this cause be and the same hereby is dismissed at the costs of the plaintiff, without prejudice to a new action and without record.

F. LEROY ALLEN
JUDGE

APPROVED:
Myers & Hoopes
Attorneys for Plaintiff
Robert Allen
Attorney for Defendant.

JOURNAL ENTRY

Charles Richard Foor, a minor by
Eileen Foor, his Mother and next
friend,
Plaintiff,
-vs-
Richard Lowe,
Defendant.

Case No. 16810
Filed May 31, 1952

This day this cause came on to be heard upon the Petition, the Answer and the evidence and the same was submitted to Court, a jury having been waived by both parties; and on consideration thereof the Court finds the issues joined in favor of the Plaintiff. That there is due the Plaintiff Eileen Foor, as mother and next friend of Charles Richard Foor, a minor, the sum of One Hundred Dollars ($100.00). It is, therefore considered by the Court that the Plaintiff recover from the Defendant the sum of One Hundred Dollars ($100.00) andhis costs herein expended. Exceptions for both parties noted.

F. LEROY ALLEN
JUDGE

APPROVED BY:
Sanders & Grigsby
Attorney for Plaintiff
William L. Coleman
Attorney for Defendant.

JOURNAL ENTRY

Dorothy Mae Larson,
Plaintiff,
-vs
Richard Lowe,
Defendant.

Case No. 16811
Filed May 31, 1952

It appearing to the Court that this cause, having been settled by and between theparties, it is ordered that the same be dismissed with prejudice to a new action. Costs Paid, No Record.

F. LEROY ALLEN
JUDGE

APPROVED BY:
Sanders & Grigsby
Attorney for Plaintiff
William L. Coleman
Attorney for Defendant.

JOURNAL ENTRY

Harry P. Woodruff,
Plaintiff,
-vs-
David Davies Co.,
Defendant.

Case No. 17020
Filed May 31, 1952

This matter coming on to be heard on the motion of defendant for a three week extension of time to plead to plaintiff'a amended petition, the court finds said motion reasonable and grants defendant until June 28, 1952, to plead to plaintiff's amended petition.

F. LEROY ALLEN
JUDGE

APPROVED:
Sanders & Grigsby
Attorney for Defendant
Myers & Hoopes
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY

Ethel Jean Watts,
Plaintiff,
-vs-
Dr. P. T. Engard &
Dr. R. M. Engard, doing business
at Engard & Engard,
Defendants.

Case No. 5-17028
Filed May 31, 1952

This cause coming on to be heard on the motion filed by defendants asking that the petition be made definite and certain as to the value of the dog alleged to have been killed, and counsel for the parties being agreed, said motion is hereby sustained and leave granted to plaintiff to amend said petition at bar by the insertion of the following words, "which was of the value of $300.00, all" between the words "dog" and "to" in the eighth line of the last full paragraph of said petition prior to the prayer thereof.

F. LEROY ALLEN
JUDGE

APPROVED:
Robert C.
Attorney for Plaintiff
Sanders & Grigsby
Attorney for Defendants.

JOURNAL ENTRY

Mary F. Salsbury,
Plaintiff,
-vs-
Stanley Thomas Salsbury,
Defendant.

Case No. 16951
Filed May 31, 1952

This day this cause came on to be heard upon the Petition of the Plaintiff and the Cross Petition of the Defendant and the summons on the Petition and the summons on the Cross Petition and upon consideration thereof the Court finds the allegations of the Defendant in his Cross Petition are true and that the allegations of the Plaintiff in her Petition are not true. The Court further finds that it has jurisdiction of the parties and the subject matter.

Upon further consideration thereof the Court finds that the parties were married as in the Petition set forth and further finds that one child, to-wit, Lida Jane Salsbury, born July 17th, 1950, is the issue of said marriage.

Upon further consideration thereof the Court finds that the Plaintiff has been guilty of gross neglect of duty toward the Defendant and by reason thereof the said Defendant is entitled to a divorce . It is, therefore, the order of this Court thatthe marriage contract heretofore existing between the Plaintiff, Mary F. Salsbury, and the Defendant, Stanley Thomas Salsbury, be and the same is hereby dissolved and both parties are discharged from the obligations of the same. It is further ordered that the care, custody and control of the minor child, Lida Jane Salsbury, is confided to the Defendant, with the Plaintiff to have all reasonable rights of visitation and the privilege of taking said child into her home every other Sunday from a period of time beginning at Noon and the said child to be returned to the home of the Defendant and his parents at or before 7:00 o'clock on said Sundays; that all matters pertaining to custody and visitation of said minor child are until further order of the Court.

It is further ordered that the defendant pay the costs of this proceeding, including a fee of $75.00 to plaintiff's attorneys.

F. LEROY ALLEN
JUDGE

APPROVED BY:
Myers & Hoopes
Attorneys for Plaintiff
William L. Coleman
Attorney for Defendant.

PETITION, ANSWER & ENTRY
AS TO COGNOVIT NOTE

PETITION

M. E. Fravel,
Plaintiff,
-vs-
William A. Crawford &
Roberta A. Crawford,
Defendants.

Case No. 17035
Filed April 5, 1952

The Plaintiff says he is the owner of the promissory note, a copy of which is attached hereto and marked Exhibit "A"; The Defendant on the 14th day of April, 1950 executed and delivered to M. E. Fravel and J. C. Michaels their promissory note of that date, with warrant of attorney annexed, true copies of which warrant and note, with all the endorsements thereon, are hereto attached, marked "Exhibit A" and made a part of this petition.

Said note is unpaid except as shown by said endorsements, and there is now due the plaintiff on said note the sum of Two Thousand ($2000.00) dollars, and no cents, with interest at the rate of 6 per cent, per annum, from the 14th day of April, 1951.

Wherefore, plaintiff prays judgment against said defendant for the sum of Two Thousand One Hundred Fifteen and no/100 dollars, and no cents with interest thereon from the 5th day of April, 1952, at the rate of 6 per cent perannum till paid and for costs of suit.

SANDERS & GRIGSBY
by Joseph B. Grigsby
attorney for plaintiff

THE STATE OF OHIO, UNION COUNTY, ss:

Joseph B. Grigsby, being duly 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.

Joseph Grigsby

Sworn to by said Joseph B. Grigsby before me and by him signed in my presence this 5th day of April, 1952.

Beula L. Kreakbaum
Notary Public, Union County
Ohio, Comm. Exp. 2-4-55

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

EXHIBIT "A"

$4,000.00 April 14, 1950.

One (1) Year after date for value received we promise to pay to the order of M. E. Fravel & J. C. Michaels, Four Thousand Dollars and no/100 Dollars with interest at the rate of 6 per centum per annum at and we hereby authorize any attorney-at-law in the United States to appear before any Justice of the Peace or in any court of record in the State of Ohio, or in any other State in the United States, after the above obligation becomes due, and waive the issuing and service of process and confess a judgment against us in favor of the holder of this note, for the amount appearing due and the costs of suit; and thereupon to release all errors and waive all right of appeal and stay of execution in my behalf, and we hereby waive all right to the appraisal of real estate on any execution issued on any judgment rendered on this note.

No. 73054 "William A. Crawford"
Due April 14, 1951 "Roberta A. Crawford"

ENDORSEMENTS:
For value received we hereby guarantee the payment of the within note, waiving demand, notice and protest.
"J.C. Michaels"
"M. E. Franel"

$4000.00
11/28/50 $2000.00 2000.00
11/28/50 Pd $120.00 Int. to 10/14/50
4/19/51 Pd $ 74.66 Int. to 4/14/51.

ANSWER OF DEFENDANT

M. E. Fravel,
Plaintiff,
-vs-
William A. Crawford and
Roberta A. Crawford,
Defendants.

Case No. 17035
Filed April 5, 1952

By virtue of the warrant of attorney annexed to and mentioned in the foregoing petition, I an attorney at law in the several courts of record of this state, do hereby enter an appearance for said defendants in this suit and waive the issuing and service of process therein, and confess a judgment in favor of said plaintiff, against the defendant on said note for the sum of Two Thousand One Hundred Fifteen dollars and no cents, being the amount appearing due for principal and interest on said note, and also for costs of suit taxed and to be taxed; and I do hereby release and waive all exceptions, errors and right of appeal of the premises.

William L. Coleman
Attorney for Defendant

JUDGMENT ENTRY

M. E. Fravel,
Plaintiff,
-vs-
William A. Crawford &
Roberta A. Crawford,
Defendants.

Case No. 17035
Filed April 5, 1952

This day came the plaintiff by his attorney; also appeared in open court for and on behalf of said defendants William L. Coleman, an attorney at law of this court and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendants entered the appearance of said defendants and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendants, and in favor of said plaintiff, for Two Thousand One Hundred Fifteen dollars and no cents, being the amount of the principal and interest due on saidnote, 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 from said defendant's the sum of Two Thousand One Hundred Fifteen dollars and no cents being the amount of said note and unpaid interest due thereon from the 14th day of April, 1951, to date of judgment; and also recover his costs herein expended, taxed at $ and interest on said judgment at 6 per cent per annum, from said date of judgment until paid.

F. LEROY ALLEN
JUDGE

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IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO

JOURNAL ENTRY Non pro tunc

Filed June 2, 1952
Case No. 16823

George H. Harper,
Plaintiff

-vs-

A. L. Holthouse, Jr.,
Defendant

This day this cause coming on further to be heard and it appearing to the Court that the Defendant's proper name is L. A. Holthouse, Jr., and not A. L. Holthouse, Jr.; that service of summons was in fact made on the said L. A. Holthouse, Jr., rightful defendant, and that said Defendant was not misled; that this order is made for the purpose of correcting the name and the Court further finds as follows:

That there is due the Plaintiff, George H. Harper, from the Defendant, L. A. Holthouse, Jr., upon the evidence adduced, the sum of Two Thousand Five Hundred Dollars ($2,500.00), for which judgment is awarded.

F. LeRoy Allen
JUDGE

APPROVED BY:
William L. Coleman
Attorney for Plaintiff

JOURNAL ENTRY

Filed June 2, 1952
Case No. 17018

Edward J. Rider,
Plaintiff

-vs-

Cora Ellen Rider,
Defendant

This day this cause came on to be heard upon the Petition and the evidence and upon consideration thereof the Court finds that the Defendant has been duly served with summons as provided by law and is now in default for answer or demurrer, thereby confessing the allegations of the Petition to be true.

Upon further consideration thereof the Court finds that the Plaintiff is and was for at least one year prior to the time of filing said Petition a bonafide resident of the State of Ohio and is and was for at least ninety days preceeding the filing of his Petition a bonafide resident of Union County, Ohio.

Upon further consideration thereof the Court finds that the parties were married as in the Petition set forth and that no children have been born the issue of said marriage. The Court further finds that a property settlement by and between the parties was affected on or about the 15th day of September, 1951.

Upon further consideration thereof the Court finds that the Defendant has been guilty of gross neglect of duty toward the Plaintiff and by reason thereof the Plaintiff is entitled to a divorce. It is, therefore, the order of this Court that the marriage contract heretofore existing between the Plaintiff, Edward J. Rider, and the Defendant, Cora Ellen Rider, be and the same is hereby dissolved and both parties are discharged from the obligations of the same.

Upon further consideration thereof the Court finds that the property settlement entered into by and between the parties on September 15th, 1951 is reasonable and it is ordered that the same is hereby approved and made a part hereof. It is further ordered that the Defendant be restored to her former name of Cora Ellen Ebright and that the Plaintiff pay the costs of this proceeding.

F. LeRoy Allen
JUDGE

APPROVED BY:
William L. Coleman
Attorney for Plaintiff

ENTRY

Filed June 4, 1952
Case No. 17054

Gladys Streets,
Plaintiff

-vs-

William Streets,
Defendant

Gladys Streets, Plaintiff herein, havings filed her motion for an order of court directing the defendant to pay to her on or before the day of 1952 a reasonable sum for her attorney fees in this cause; it is hereby ordered that said motion be for hearing before the court at 10:00 o'clock A. M. June 14, 1952.

F. LeRoy Allen
JUDGE

JOURNAL ENTRY

Filed June 4, 1952
Case No. 16499

Vada Holbrook,
Plaintiff

-vs-

Granville Holbrook,
Defendant

This day this cause came on to be heard on the Motion of the Plaintiff and it appearing to the Court that said Motion is reasonable and should be granted.

It is, therefore, the order of this Court that the Defendant, Granville Holbrook, be required to appear before this Court on Saturday, June 7th, 1952, at 10:00 O'clock A. M., to then and there show cause why he should not be punished for contempt. It is further ordered that a copy of this notice be served by registered mail with return card requested, upon the Defendant, Granville Holbrook, residing at 221 Montgomery Street, Route 2, Fairborn, Ohio.

F. LeRoy Allen, JUDGE

William L. Coleman, Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO

JOURNAL ENTRY

Filed June 7, 1952
Case No. 16632

Plain City Music Company, a partnership, Plain City, Ohio,
Plaintiff

-vs-

C. W. Grunden, Jr., Summersville, Ohio,
Defendant

It is ordered by the Court that the above motion shall be heard in the Common Pleas Courtroom of Union County, Ohio at Marysville, Ohio at 9:00 o'clock A. M. on the 30th day of June, 1952 to determine whether or not an Entry of satisfaction of the above judgment shall be made and it is ordered that the Sheriff of Union County, Ohio serve a copy of the above motion and this entry upon the Plaintiff, Plain City Music Co., a partnership, by serving the same upon Gerald Herriott, Plain City, Ohio, one of the partners.

F. LeRoy Allen
JUDGE

JOURNAL ENTRY

Filed May 31, 1952
Case No. 17041

Clyde Arbuckle, dba
Arbuckle and Co.,
North Lewisburg, Ohio,
Plaintiff

-vs-

Ed Coleman,
Defendant

Now comes the Plaintiff by his Attorney and the defendant being in default for Answer or Demurrer or other pleading, the Court finds that the allegations of the Petition are confessed by him to be true and find that the Defendant, Ed Coleman, is indebted to the Plaintiff, Clyde Arbuckle, dba Arbuckle and Co., North Lewisburg, Ohio, in the sum of $119.31 , with interest from the 23rd day of April, 1952.

It is further considered by the Court that the said Plaintiff recover from the Defendant, the sum of $119.31 , together with interest from the 23rd day of April, 1952, and his costs herein expended.

F. LeRoy Allen
JUDGE

APPROVED BY:
Clifton L. Caryl
Attorney for Plaintiff

JOURNAL ENTRY

Filed June 7, 1952
Case No. 17051

Donna Marie Huffman,
Plaintiff

-vs-

Russell C. Huffman,
Defendant

This day this cause came on to be heard upon the Motion of the Plaintiff for temporary alimony and support money during the pendency of this action and the Court being fully advised in the premises finds that said Motion is reasonable and should be granted.

It is, therefore, the order of this Court that the Defendant pay through the Clerk of this Court the sum of Twenty-five Dollars ($25.00) weekly for the support of said minor children, the first payment being due June 2nd, 1952, the second payment being due June 7th, 1952 and that each Saturday thereafter the sum of $25.00 shall be due and payable. It is further ordered that the Defendant have the privilege of visiting said children at all reasonable times.

F. LeRoy Allen
JUDGE

APPROVED BY:
William L. Coleman
Attorney for Plaintiff
William J. Porter
Attorney for Defendant

JOURNAL ENTRY APPOINTING GUARDIAN AD LITEM.

Filed June 7, 1952
Case No. 16974

Morris Traeger and American
Equitable Assurance Company,
Plaintiff

-vs-

Christine Sprague,
Defendant

On application of Sanders & Grigsby, the counsel for the defendant, and it appearing that Christine Sprague, the defendant herein, was duly served with summons, and is a minor of the age of 19 years, it is ordered that Luther L. Liggett be and he is hereby appointed guardian ad litem of said Christine Sprague.

F. LeRoy Allen
COMMON PLEAS JUDGE.

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO

DECREE OF DIVORCE

Filed June 7, 1952
Case No. 17037

Cleo Thacker
112 West Blagrove Street
Richwood, Ohio,
Plaintiff

-vs-

Foster D. Thacker
202 Sharp Street
Marion, Ohio
Defendant

This cause came on for hearing this 7th day of June, 1952, on the petition of the Plaintiff, the Defendant being in default of answer or demurrer, and the court finds from the evidence addsuced that Plaintiff is, and was for at least one year immediately preceeding the commencement of this action, a bona fide resident of the state of Ohio; that Plaintiff had been a bona fide resident of the County of Union, state of Ohio for more than 90 days next preceeding the filing of her petition for divorce; that there were no children born of said marriage; that defendant has been guilty of gross neglect of duty and extreme cruelty as alleged in the petition; that by reason thereof the Plaintiff, is entitled to a divorce; that Defendant has been duly served with summons and copy of the petition as required by law, which service is hereby approved, and that the court has jurisdiction of the cause of action and the parties hereto.

It is ordered, decreed and adjudged that Plaintiff be and hereby is granted a divorce from the Defendant and the marriage contract is hereby dissolved and both of the parties hereto are released from its obligations.

It is further ordered and adjudged that said Plaintiff do retain, possess, and enjoy, the following personal property with the right to sell, use, dispose of it at her pleasure to-wit:

All her wearing apparel; all the household and kitchen furniture now in her possession, which she had prior to her marriage, and situated in the premises located at 112 West Blagrove Street, Richwood, Ohio.

It is ordered that Plaintiff pay the costs herein.

F. LeRoy Allen
JUDGE OF THE COURT OF COMMON PLEAS

APPROVED BY:
Lloyd George Kerns
Attorney for Plaintiff

JOURNAL ENTRY

Filed June 7, 1952
Case No. 17000

Fred Lash, Jr.,
Plaintiff

-vs-

Ruth Anna Lash,
Defendant

This cause came on this day to be heard on the petition, the answer and cross petition of the defendant, and the evidence and on consideration thereof the court find that the plaintiff at the time of filing his petition had been a resident of the State of Ohio and of Union County for one year next preceding the same and was at that time a bonafide resident of said county, and that the parties hereto were married as in said petition set forth.

The court further find upon the evidence adduced that the defendant has been guilty of gross neglect of duty and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is therefore ordered, adjudged and decreed by the court that the marriage contract heretofore existing between the said Fred Lash, Jr. and Ruth Anna Lash be, and the same hereby is, dissolved and both parties are released from the obligations of the same.

The court finds that neither parent is a suitable person to have the custody of their children so it is further ordered that the custody, care, education and control of their two minor children be, until further order, confided to Mildred Tarbill, a relative of the children, but it is hereby ordered that Simeon Parmenter and his wife, the maternal grandparents of said children, shall have the right to take said children or either of them into their home four days each month but said visitation shall not be more than two consecutive days. It is ordered that Fred Lash, Jr., the plaintiff shall pay through the office of the Clerk of Courts the sum of $5.00 per week for the support of said children.

The court further find that the plaintiff and defendant are the owners of certain household goods and the following described real estate, not heretofore disposed of, to-wit:

Situate in the State of Ohio, County of Union and Village of New Dover and bounded and described as follows:
Part of Survey No. 5135.
Being Lot No. 50 in Bergers Addition to New Dover, Ohio. Beginning in the center of the Marysville and Delaware Gravel Road and being four poles on said road; thence twenty poles back on the south side of said road; thence four poles across the south end; thence twenty poles back to the center of said gravel road at the place of beginning.
Containing one-half of an acre, more or less, Being the same premises conveyed by John D. Loy to Mary E. James Dec. 16, 1905, See Vol. 91, page 474, Record of Deeds.

And it is ordered that said real estate be sold at either public or private sale as the attorneys for the parties deem most advantageous and it is ordered that from the proceeds of the sale of the real estate shall be paid first the mortgage indebtedness thereon and next the cost of this action including counsel fees for both parties; next shall be paid from the sale of the real estate all other debts of the marriage. In the event the amount realized from the real estate does not pay the other debts of the parties including the chattel mortgage on the household goods all household goods and the wrecked automobile of the parties shall be sold. In the event the proceeds from the real estate pay all debts the plaintiff shall divide the personal property of the parties, including the household articles now in possession of defendant, in two parts, and the defendant then shall have her choice of one-half of the property so divided. Any balance from the sale of personal or real property shall be paid to the Clerk of Court who shall then deposit said funds in a Federal Savings & Loan Association in the joint names of the minor children of the parties, said funds to be used as necessary for their care and maintenance and to be withdrawn only upon order from this court.

(Continued on next page)

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO

It is further ordered by the court that all matters pertaining to custody and support of the minor children of these parties shall be subject to modification upon good cause shown by either party and jurisdiction of the court is retained for such purposes.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED:
Sanders & Grigsby
Attorneys for Plaintiff
William L. Coleman
Attorney for Defendant

ENTRY

Filed June 7, 1952
Case No. 17032

Goldie Fell,
Plaintiff

-vs-

Lester E. Thompson,
Defendant

On Motion of Defendant, leave is granted until Wednesday, June 18th, 1952, to plead.

F. LeRoy Allen
JUDGE

APPROVED BY:
C. A. Hoopes
Attorney for Plaintiff
Clifton L. Caryl
Attorney for Defendant

ENTRY

Filed June 7, 1952
Case No. 17033

Max Fell & Farm Bureau
Mutual Automobile Insurance
Company,
Plaintiff

-vs-

Lester E. Thompson,
Defendant

On Motion of Defendant, leave is granted until Wednesday, June 18th, 1952, to plead.

F. LeRoy Allen
JUDGE

APPROVED BY:
C. A. Hoopes
Attorney for Plaintiff
Clifton L. Caryl
Attorney for Defendant

JOURNAL ENTRY

Filed June 7, 1952
Case No. 17031

Percy Noggle,
Plaintiff

-vs-

Robert Thomas,
Defendant

This day this cause came on to be heard upon the motion of the Defendant to file pleadings out-of-rule-date, and the Court being fully advised in the premises finds that said Application is reasonable and should be granted.

It is, therefore, the order of this Court that the Defendant, Robert Thomas, be permitted to plead within ten (10) days from the date of this Entry.

F. LeRoy Allen
JUDGE

APPROVED BY:
Gwynn Sanders
Sanders & Grigsby
Attorneys for Plaintiff
William L. Coleman
Attorney for Defendant

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO

ENTRY APPOINTING DEPUTY SHERIFF — Filed June 9, 1952

By virtue of the power vested in me Sheriff of Union County, Ohio and in pursuance and in compliance with the Section 2830 of the General Code of Ohio, I do hereby appoint Edward Yarrington a Deputy Sheriff of Union County, Ohio invested with all authority and power of a Deputy Sheriff.

Walter T. Galloway
Sheriff of Union County, Ohio

Whereupon came Edward Yarrington and accepted said appointment and office and make oath as follows:

STATE OF OHIO
UNION COUNTY

I do solemnly swear that I will support the Constitution of the United States and of the State of Ohio, and that I will faithfully and impartially discharge the duties of Deputy Sheriff of Union County, Ohio, to which I have been appointed according to law and the best of my ability.

Ed H. Yarrington

Sworn to before me and subscribed in my presence this 7th day June 1952.

F. LeRoy Allen
Judge of the Court of Common Pleas.

The above appointment approved by me this 7th day June 1952.

F. LeRoy Allen
Judge of the Court of Common Pleas, Union County, Ohio.

ENTRY APPOINTING DEPUTY SHERIFF — Filed June 9, 1952

By virtue of the power vested in me, Sheriff of Union County, Ohio, and in pursuance and in compliance with Section 2830 of the General Code of Ohio, I do hereby appoint Walter C. Knight, a Deputy Sheriff of Union County, Ohio invested with all authority and power of a Deputy Sheriff.

Walter T. Galloway
Sheriff of Union County, Ohio

Whereupon came Walter C. Knight and accepted said appointment and office and made oath as follows:

STATE OF OHIO
UNION COUNTY

I do solemnly swear that I will support the Constitution of the United States and of the State of Ohio, and that I will faithfully and impartially discharge the duties of Deputy Sheriff of Union County, Ohio, to which I have been appointed according to law and the best of my ability.

Walter C. Knight

Sworn to before me and subscribed in my presence the 4th day of June 1952.

F. LeRoy Allen
Judge of the Court of Common Pleas.

The above appointment approved by me this 4th day of June 1952.

F. LeRoy Allen
Judge of the Court of Common Pleas, Union County, Ohio.

ENTRY — Filed March 15, 1952
Case No. 17006

Dorothy Baldwin, a minor
19 years of age, by her
father and next friend,
Howard Shumway,
Plaintiff.

-vs-

Clarence Richard Baldwin,
Defendant.

Case dismissed without record. Costs paid.

F. LeRoy Allen
Common Pleas Judge

APPROVED:
Sanders & Grigsby
Sanders & Grigsby
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
State of Ohio
-vs-
Charles E. Jenkins,
Defendant.

Case No. 3286
Filed January 26, 1952

Indictment for highway manslaughter G. C. 6307-18.

This day came into Court the Prosecuting Attorney on behalf of the State of Ohio and the defendant coming into Court in company of his attorney, M. D. Slavens was required to plead to the indictment.

Whereupon, upon the reading of the indictment by the Clerk the defendant by his attorney acknowledged service of the indictment and entered a plea of not guilty.

It is the order of the Court that appearance bond be fixed in the amount of one thousand dollars ($1000.00) and that the trial of this cause be set for February 25, 1952 at 9:30 o'clock A. M.

1/26/52

F. LeRoy Allen
JUDGE

APPROVED BY:
Luther L. Liggett
Prosecuting Attorney
M. D. Slavens
Attorney for Defendant

ENTRY
Blaine K. Fulton,
101 W. Blagrove,
Richwood, Ohio, Plaintiff.
-vs-
Ruth Fulton,
101 W. Blagrove,
Richwood, Ohio, Defendant.

Case No. 17058
Filed June 11, 1952

Upon the petition of the Plaintiff, the evidence, and the Court being fully advised in the premises, it is ORDERED, ADJUDGED, AND DECREED, the Defendant, Ruth Fulton, is prohibited from molesting or interfering with the Plaintiff, Blaine K. Fulton, or the minor children of the parties, and is prohibited from returning to the residence of the parties until the final determination of this case, and that the Plaintiff, Blaine K. Fulton, is awarded the custody and control of the minor children of said parties until the final determination of this case.

F. LeRoy Allen
JUDGE

JOURNAL ENTRY - Nolle Prosequi
State of Ohio
-vs-
Raymond Fairbanks

Case No. 3198
Filed June 14, 1952

This day came the Prosecuting Attorney on behalf of the State, and in open Court, for good cause shown, with leave of Court, entered a nolle prosequi on the above indictment.

Luther L. Liggett
Prosecuting Attorney

JOURNAL ENTRY - Nolle Prosequi
State of Ohio
-vs-
Gale Green

Case No. 3197
Filed June 14, 1952

This day came the Prosecuting Attorney on behalf of the State, and in open Court, for good cause shown, with leave of Court, entered a nolle prosequi on the above indictment.

Luther L. Liggett
Prosecuting Attorney

JOURNAL ENTRY
Betty Adams,
Plaintiff.
-vs-
Louis Adams,
Defendant.

Case No. 16999
Filed June 10, 1952

Now came the plaintiff and the defendant having been duly served with summons and a copy of the petition by registered mail, and likewise werved according to the provisions of Section 11292 of the General Code and it appearing to the court that the defendant has been domiciled in the State of Ohio and Union County for at least one year prior to the institution of this action, the court finds it has jurisdiction of the parites and the subject matter; the defendant having failed to appear, the court find him in default for answer and demurrer to said petition, and find that the allegations thereof are confessed by him to be true. The court also find that part of the cause of action took place in this county and that the parties hereto were married as in said petition set forth, and that there have been no issue born of this marriage.

The court further find upon the evidence adduced that the defendant has been guilty of gross neglect of duty and that by reason thereof the plaintiff is entitled to a divorce as prayed for.

It is, therefore, adjudged and ordered by the court that the marriage contract heretofore existing between said Betty Adams and Louis Adams be, and the same hereby is dissolved, and both parties are released from the obligations of the same. It is further ordered that the plaintiff, Betty Adams, be restored to her former name of Betty Osmond.

It is further considered by the court that the said plaintiff pay the costs of this proceeding.

APPROVED:
Gwynn Sanders
Sanders and Grigsby, Attorneys for Plaintiff.

F. LeRoy Allen
COMMON PLEAS JUDGE

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
State of Ohio, ex rel.,
George W. Keigley,
a taxpayer,
Plaintiff.
-vs-
The Board of Elections
of Union County, Ohio, et al.,
Defendants.

Case No. 17009
Filed June 14, 1952

This cause came on to be heard upon the Motion of the Defendants', C. M. Croy, Eugene Rausch and Winfield Behrens to require the plaintiff to make his petition more definite and certain, and upon the hearing the Court finds that the Motion is well taken and hereby is sustained and the Plaintiff required to state the date and name of the member of the Board of Elections whom plaintiff allegedly informed by telephone that his newspaper desired to submit a bid; and plaintiff is given leave to amend his position by interlienation.

F. LeRoy Allen
JUDGE

APPROVED BY:
John L. Roof
Attorney for Plaintiff.
Luther L. Liggett
Prosecuting Attorney.

JOURNAL ENTRY
State of Ohio, ex rel.,
George W. Keigley,
a taxpayer,
Plaintiff.
-vs-
The Board of Elections
of Union County, Ohio, et al.,
Defendants.

Case No. 17009
Filed June 14, 1952

This cause came on to be heard upon the oral Motion of the Plaintiff for leave to amend his petition and join as a defendant, member of the Board of Elections of Union County, Ohio, John H. DeVoss, by interlineation; and upon the hearing by the Court leave is hereby granted to the plaintiff to amend his petition as requested.

F. LeRoy Allen
JUDGE

APPROVED BY:
John L. Roof
Attorney for Plaintiff.
Luther L. Liggett
Prosecuting Attorney.

JOURNAL ENTRY
Hattie Brown,
Plaintiff.
-vs-
Kenneth Brown,
Defendant.

Case No. 16908
Filed June 14, 1952

This cause coming on to be heard on the petition of plaintiff for alimony, the defendant's answer and cross petition for divorce and the plaintiff's reply and answer to the cross petition, the court finds upon the issues joined that the defendant is not entitled to a divorce but that the plaintiff, on her petition for alimony, is entitled to alimony and support for the minor child of the parties, namely, Barbara Brown, whose custody should be with the plaintiff.

Upon the motion of plaintiff charging the defendant with contempt of court for failure to comply with the previous journal entry filed in this cause on September 10, 1951, the court find the defendant is in contempt of court for failing to comply with the provisions of said journal entry; that the defendant is in arrears the sum of One Hundred Dollars ($100.00) in support owed plaintiff and that he has failed to pay the attorney fee of plaintiff's attorney in the sum of One Hundred Dollars ($100.00), $95.00 of said attorney fee being still due.

It is therefore ordered, adjudged and decreed that the divorce sought by the cross petition of the defendant be denied and it is hereby denied and it is ordered that plaintiff be awarded alimony from earnings of defendant in the sum of $25.00 per week provided, however, that until the attorney fee is paid in full the defendant shall pay to the Office of the Clerk of Court of Union County, Ohio, the sum of $30.00 per week. When the attorney fee is paid in full the defendant shall continue to pay the sum of $30.00 per week for another twenty (20)weeks until the $100.00 back alimony is paid.

It is further ordered that the custody of the minor child of the parties, Barbara Brown, shall remain with the plaintiff and that the plaintiff shall have use of the household goods of the parties.

This order is subject to further modification upon application by either party.

F. LeRoy Allen
COMMON PLEAS JUDGE.

APPROVED BY:
Sanders & Grigsby
Attorneys for Plaintiff.
Lloyd George Kerns
Attorney for Defendant.

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
State of Ohio, ex rel.,
George W. Keigley, a taxpayer,
Plaintiff.
-vs-
The Board of Elections of Union County, Ohio, et al.
Defendants.

Case No. 17009
Filed June 14, 1952

This day this cause came on to be heard upon the Motion of the Defendant, the Evening Journal Tribune, Incorporated, and upon consideration thereof the Court finds that the Motion of the Defendant is well taken and should be sustained.

It is, therefore, ordered and adjudged by the Court that service of summons upon the Defendant, the Evening Journal Tribune, Incorporated, be quashed and that said Defendant be dismissed.

Upon further consideration thereof, leave is hereby granted Plaintiff to ammend the Petition by interlineation substituting Marysville Newspapers, Incorporated for the Evening Journal Tribune, Incorporated, as party defendant. It is further ordered that upon such interlineation the Defendant, Marysville Newpapers, Incorporated, will plead further within two (2) weeks from the date of this Entry.

F. LeRoy Allen
JUDGE

APPROVED BY:
John L. Roof
ATTORNEY FOR PLAINTIFF.
William L. Coleman
ATTORNEY FOR DEFENDANT, EVENING JOURNAL TRIBUNE, INC.
Luther L. Liggett
PROSECUTING ATTORNEY.

ENTRY
IN THE MATTER OF THE ADJUDICATION OF THE CLAIM OF LAWRENCE HALL, R. F. D. NO. 9, PLAIN CITY, OHIO, IN CONNECTION WITH THE VACATION OF A PORTION OF U. S. ROUTE NO. 33, SECTIONS 23.34 - 23.65 IN UNION COUNTY, OHIO.

Case No. 17053
Filed June 14, 1952

On this 14th day of June, 1952, came Lawrence Hall and filed herein his written petition, in duplicate, setting forth his intention to appeal from the findings of T. J. Kauer, Director of Highways of the State of Ohio, and from the amount of the compensation and damages so fixed by him and deposited with this Court, and the Court being fully advised in the premises find that the Appellant should give an appeal bond in an amount to be fixed by the court, conditioned to pay all costs made on the appeal, if the Appellant fails to sustain such appeal, or if the same is dismissed.

Therefore on motion of the Appellant the Court does hereby fix the amount of said Bond to be given by the Appellant in the sum of ($100.00) One hundred Dollars, conditioned according to law.

And thereupon and on said day the said Appellant deposited herein as and for his certain appeal bond the sum of One hundred Dollars in cash, which is hereby accepted and approved by the Court.

Thereupon this cause came on for further orders, and upon consideration thereof, the Court does hereby assign and fix the 30th day of June, 1952 at 10:00 o'clock for the hearing of all preliminary questions and motions, and for the examination of the papers and proceedings.

It is further ordered by the Court that a copy of said notice of intention to appeal, together with a copy of this Entry, be forthwith transmitted by the Clerk of this Court by registered mail to the said T. J. Kauer, Director of Highways of the State of Ohio at Columbus, Ohio.

It is further ordered that this cause be continued to the said day and time hereinbefore fixed for further proceedings.

F. LeRoy Allen
JUDGE.

JOURNAL ENTRY
Mae Andrews,
Plaintiff.
Clayton Andrews,
Defendant.

Case No. 17044
Filed June 14, 1952

This cause coming on to be heard on the petition of Mae Andrews, the plaintiff and the defendant having been duly served with summons and a copy of the petition herein and having failed to appear, the court find him in default for answer and demurrer to said petition, and find that the allegations thereof are confessed by him to be true. The court also find that the plaintiff at the time of filing her petition had been a bonafide resident of Union County, State of Ohio for more than one year next preceding the filing of her petition, and was at that time a bonafide resident of the County of Union, and that the parties hereto were married as in said petition set forth.

The court further find upon the evidence adduced that the defendant has been guilty of gross neglect of duty and that by reason thereof 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 Mae Andrews and Clayton Andrews be, and the same hereby is dissolved and both parties are released from the obligations of the same.

The court further find that the parties hereto entered into a separation agreement on the 29th of April, 1952, and the same is approved and incorporated as a part of this journal entry with the provision that the custody and support of the children be made subject to future modification upon good cause shown by either party; said children are awarded as the agreement sets forth, Stephen Andrews and Lois Andrews shall be in custody of Mae Andrews and Clayton Andrews shall have the custody of Jerry Andrews and Sally Andrews; and it is further ordered that until further order of the court no support payments for the children are awarded at this time.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED:
Sanders & Grigsby
Sanders & Grigsby
Attorneys for Plaintiff.

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

SEPARATION AGREEMENT.

These Articles of Separation made and concluded at Marysville, Ohio, the 29th day of April, 1952, by and between Mae Andrews and Clayton Andrews, husband and wife, withnesseth:

That, whereas, the parties hereto have agreed to an immediate separation and do now live separate and apart, and agree to live separate and apart during the remainder of their natural lives and,

Whereas, the parties have this day agreed upon a division of their personal property in that the said Mae Andrews has the privilege of choosing what furniture and household effects she may desire, there being no other property owned in common by the parties.

Now, therefore, in consideration of the premises, each party hereto does hereby release the other from all obligations of support and from all claims, rights, and duties arising or growing out of the marriage relation; and said parties mutually agree that each may hereafter freely sell or otherwise dispose of his or her own property by deed, gift, bequest, or devise and each party is by these presents hereby barred from any and all rights or claims by way of dower, inheritance, descent, distribution, allowance for 12 months' support and all rights or claims as widow, widower, heir, distributee or survivor whatsoever in or to the estate of the other and whether now owned or hereafter to be acquired, which may in any manner arise or accrue by virtue of said marriage. Each party hereby waives any right which he or she may have to administer the estate of the other party upon the death of such other party.

There being four children born of said marriage of said parties hereto, it is agreed that Mae Andrews shall have the custody of Stephen Andrews and Lois Andrews and that Clayton Andrews shall have the custody of Jerry Andrews and Sally Andrews and Mae Andrews hereby releases Clayton Andrews from all obligations to support said children so long as she is able to support them.

The parties herto acknowledge that this instrument is drawn by Joseph B. Grigsby, attorney at law, for and at the instance of Mae Andrews and that the continuing jurisdiction of the court over the matter of custody and support of the children of this marriage has been explained to them.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands at Marysville, Ohio, this 29th day of April, 1952.

IN THE PRESENCE OF:
"Joseph B. Grigsby"
"Beula L. Kreakbaum"
"Mae Andrews"
"Clayton Andrews"

STATE OF OHIO, UNION COUNTY, SS:

BE IT REMEMBERED, that on this 29th day of April, 1952, before me, the subscriber, a Notary Public in and for said county, personally came the above named Mae Andrews and Clayton Andrews, and acknowledged the signing of the foregoing Separation Agreement to be their voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

(SEAL)

"Beula L. Kreakbaum"
Notary Public, Union County, Ohio
My com. exp. 2/4/55

This copy of the Separation Agreement has been compared by me with the original and this is a true copy.

F. LeRoy Allen
COMMON PLEAS JUDGE.

JOURNAL ENTRY
Horace P. Martin,
Plaintiff.
-vs-
Ottis Phipps,
Defendant.

Case No. 16879
Filed March 15, 1952

This day this cause came on to be heard upon the Motion of the Defendant requesting Plaintiff to make his Petition definite and certain and the Court being fully advised in the premises finds that said Motion is not well taken and should be dismissed.

It is ordered that the Motion of the Defendant be overruled and he be given until Saturday, March 22nd, 1952 to plead further.

F. LeRoy Allen
JUDGE

APPROVED BY:
William L. Coleman
Attorney for Plaintiff
Clifton L. Caryl
Attorney for Defendant

JOURNAL ENTRY
APPOINTING GUARDIAN AD LITEM
Effie F. Loy,
Plaintiff.
-vs-
Francis Loy, et al.,
Defendant.

Case No. 16616
Filed June 21, 1952

On the application of Clifton L. Caryl, it appearing to the Court that Ruth Hayes, a minor of the age of 19 years, George E. Hayes, a minor of the age of 20 years, and Floyd Lee Loy, a minor of the age of 17 years, have been duly served with summons, and said minors of the ages of 17, 19, and 20 years, it is ordered that Joseph B. Grigsby be and he is hereby appointed Guardian Ad Litem for said minor defendants.

F. LeRoy Allen
Judge

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Ernest Liggett,
Plaintiff.
-vs-
Joe Richey, et al.,
Defendant.

Case No. 16924
Filed June 21, 1952

This matter came on for hearing this 21st day of June, 1952, on 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 and report are hereby approved and confirmed; and it appearing to the court that said premises cannot be divided by metes and bounds without manifest injury to the value thereof, because of the large number of co-tenants, and that the appraisers have appraised said real estate at $5500.00 and it further appearing that none of the defendants has elected to take said property at the appraised value it is therefore ordered that the Sheriff of Union County, Ohio, sell said property at public auction.

It appearing to the court that it is for the best interests of the co-tenants that the sale be had on the premises it is ordered that said sale be made on the premises as upon execution at not less than two-thirds of the value returned by the said commissioners, and for good cause shown it is further ordered that the terms of sale shall be 10% cash at time of sale, the balance in cash upon confirmation of sale and the Sheriff is ordered to give notice of the sale in the Richwood Gazette, a weekly newspaper of general circulation in said county, for five consecutive publications.

F. LeRoy Allen
COMMON PLEAS JUDGE.

APPROVED:
Sanders & Grigsby
Attorneys for Plaintiff.

JOURNAL ENTRY
Delores Griffith,
Plaintiff.
-vs-
Russell Griffith,
Defendant.

Case No. 17065
Filed June 21, 1952

This day this cause came on to be heard upon the filing of the petition and motion of plaintiff for temporary alimony, support of minor child and attorney fees and that defendant be enjoined from molesting plaintiff during the pendency of this action. It is ordered that said motion be for hearing before this court on the 28th day of June, 1952, at 10:00 o'clock A. M. It is further ordered that service of a copy of this entry on defendant shall constitute notice as to the time and place of said hearing.

F. LeRoy Allen
COMMON PLEAS JUDGE.

JOURNAL ENTRY
State of Ohio
-vs-
Alva Daniels,
Defendant.

Case No. 3298
Filed June 23, 1952

Recognizance from W. H. Snodgrass, Justice of the Peace, on charge of issuing check with intent to defraud.

The Grand Jury having failed to find an indictment in this case, the defendant is discharged from his said recognizance and he has leave to withdraw all papers on file, and no record to be made.

F. LeRoy Allen
JUDGE

APPROVED BY:
Luther L. Liggett
PROSECUTING ATTORNEY

JOURNAL ENTRY
State of Ohio
-vs-
Alva Daniels,
Defendant.

Case No. 3298
Filed June 23, 1952

Charge of issuing check with intent to defraud. G. C. 710-176

No indictment having been found against this defendant, he is hereby discharged.

F. LeRoy Allen
JUDGE

APPROVED BY:
Luther L. Liggett
PROSECUTING ATTORNEY.

JOURNAL ENTRY
State of Ohio
-vs-
James Votaw,
Defendant.

Case No. 3300
Filed June 23, 1952

Recognizance from W. H. Snodgrass, Justice of the Peace, on charge of Highway Manslaughter.

The Grand Jury having failed to find an indictment in this case, the defendant is discharged from his said recignizance and he has leave to withdraw all papers on file, and no record to be made.

F. LeRoy Allen
JUDGE

APPROVED BY:
Luther L. Liggett
Prosecuting Attorney.

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
State of Ohio
-vs-
James Votaw,
Defendant.

Case No. 3300
Filed June 23, 1952

Charge of Highway Manslaughter, G. C. 6307-18.

No indictment having been found against this defendant, he is hereby discharged.

F. LeRoy Allen
JUDGE

APPROVED BY:
Luther L. Liggett
Prosecuting Attorney

JOURNAL ENTRY - CERTIFICATION
Carrie Rife,
Plaintiff.
-vs-
Alfred D. Rife,
Defendant.

Case No. 17066
Filed June 23, 1952

This cause came on to be heard upon the petition of the plaintiff asking that the defendant be ordered to pay a reasonable sum for the maintenance and support of the parties' minor children and upon examination of the petition and the plaintiff herein the Court hereby certifies that it finds that the petition sets forth facts from which it may be determined that the defendant owes a duty of support for the two minor children described in said petition and that the Common Pleas Court of Mason County in the state of West Virginia may obtain jurisdiction of the defendant and his property.

F. LeRoy Allen
JUDGE

ATTEST:
Helen L. Sullivan
Clerk of Courts
(SEAL)

JOURNAL ENTRY
State of Ohio
-vs-
Dwight Overfield,
Defendant.

Case No. 3299
Filed June 23, 1952

Recognizance from W. H. Snodgrass, Judtice of the Peace, on charge of failure to support minor child.

The Grand Jury having failed to find an indictment in this case, the defendant is discharged from his said recognizance and he has leave to withdraw all papers on file, and no record to be made.

F. LeRoy Allen
JUDGE

APPROVED BY:
Luther L. Liggett
PROSECUTING ATTORNEY

JOURNAL ENTRY
State of Ohio
-vs-
Dwight Overfield,
Defendant.

Case No. 3299
Filed June 23, 1952

Charge of failure to support minor child, G. C. 13008.

No indictment having been found against this defendant, he is hereby discharged.

F. LeRoy Allen
JUDGE

APPROVED BY:
Luther L. Liggett
PROSECUTING ATTORNEY.

JOURNAL ENTRY
State of Ohio
-vs-
John R. Fleming,
Defendant.

Case No. 3258
Filed June 23, 1952

Indictment for issuing check with intent to defraud, G. C. 710-176.

(Continued on next page.)

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

The defendant herein, having heretofore plead guilty of issuing a check with intent to defraud as charged in the Indictment, but imposition of sentence having been suspended and the said defendant being now on probation, was this day brought into Court in custody of the Sheriff, having been arrested by said officer charged with violating the conditions of his probation, and the Court having inquired into the conduct of said defendant found that he did violate the conditions of his probation, and therefore terminated the same; the defendant was thereupon inquired of if he had anything to say why judgment should not now be pronounced against him; and showing no good and sufficient cause why judgment should not be pronounced it is therefore considered and adjudged by the Court that the said defendant, John R. Fleming pay the find of One hundred dollars ($100.00) and the costs of this prosecution and that he stand committed to the jail of Union County, Ohio until the amount of said fine and costs shall be paid or until he is otherwise legally discharged.

F. LeRoy Allen
JUDGE

APPROVED BY: 6/21/52
Luther L: Liggett
PROSECUTING ATTORNEY

JOURNAL ENTRY
REPORT OF GRAND JURY
MAY TERM, 1952.

Filed June 23, 1952

IN THE MATTER OF THE GRAND JURY:

This day appeared at the bar of this Court the Grand Jury heretofore impaneled and sworn in and for this Union County, viz:

1. Lawrence Means
2. LeRoy G. Hilbert
3. Mose Brown
4. Helen Treese
5. John F. Moore
6. Ray Jones
7. Frances Herriott
8. Clarence Kinney
9. Lutrelle Scheiderer
10. W. W. Violet
11. Walter Nicol
12. Wm. G. McKitrick
13. William Fawn
14. Wm. G. Miefert
15. Robert Graham

and by their Foreman presented to the Court, their certain four bills of indictments; each endorsed by Clarence Kinney the said Foreman of the Grand Jury, "A True Bill," to which endorsement said Foreman subscribed his name; and against the following named persons for the following specified offenses, viz:

Hollis Wiley for Grand Larceny

The following parties have not yet been arrested. And until they are, their cases are not to be entered upon the appearance docket, nor upon the trial docket, nor otherwise made public. Sec 13436-21.

Cecil Bevans for Larceny by trick
LeRoy Kimbler for Non-support
Wm. E. Woods for Forgery

Also their report in writing to the Court in the following words and figures, viz:

REPORT OF GRAND JURY
General Code, Sec. 13436-20, 21.

TO THE HONORABLE F. LeRoy Allen
Judge of the Court of Common Pleas, Union County, Ohio.

The Grand Jury of the Court of Common Pleas of said County of the May Term, A. D. 1952, hereby report to the Court that they have been in session one day, and herewith by their foreman present to the Court the Indictments found by said Jury.

We have carefully examined into all such matters as have legitimately come to our notice, having examined over nine witnesses, covering seven cases, and presented four bills, and ignored three cases considered by us. The business has been transacted in as expeditious a manner as possible.

During the session we visited the County Jail, examined its state and condition and inquired into the discipline and treatment of the prisoners, and their habits, diet and accomodations. We find and respecfully report to the Court, that the fules prescribed by the Judge have been faithfully kept and observed, and we do find that no provision of law for the regulation of County Jails has been violated.

Against the following named accused persons, who have been held to answer, no indictment has been found, (Sec. 13436-22) to-wit:

Dwight Overfield for abandoning pregnant woman.
Alva Daniels for issuing check with intent to defraud.
James Votaw for highway manslaughter.

Respectfully submitted,
Clarence T. Kinney, Foreman.
June 22, 1952.

And there being no further business for said Grand Jury, they were recessed.

JOURNAL ENTRY
Capitol Loan Company
2 East Winter Street
Delaware, Ohio,
Plaintiff.
-vs-
Norman Spain
R. F. D. #4
Marysville, Ohio,
Defendant.

Case No. 17067
Filed June 26, 1952

(Continued on next page.)

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

This day came the Plaintiff, by its attorneys; also appeared in open court, for and on behalf of said defendant, Joseph R. Grigsby an attorney-at-law of this Court, and by virtue of 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 issuance and service of process in this action, and confessed a judgment on said note against said Defendant, and in favor of said Plaintiff, for $248.80, being the amount of principal and interest due on said note, and for the costs taxed and to be taxed, and released and waived all exceptions, errors and right of appeal in the premises.

It is, therefore, considered that said Plaintiff recover from said Defendant, the sum of $248.80, being the amount of said note with interest computed as set forth in the petition of plaintiff from the 13th day of March, 1952 and also its costs herein extended, taxed at $

It is further ordered that this judgement shall bear interest at the rate of six per cent annum until paid.

F. LeRoy Allen
JUDGE

JOURNAL ENTRY
Catherine E. Hennessey Sorensen,
Plaintiff.
-vs-
J. Orren Moreland,
Defendant.

Case No. 17039
Filed June 28, 1952

This day this cause came on to be heard upon the motion of the defendant for an order directing a physical examination of the wife of the defendant and was submitted to the Court.

And the Court being fully advised in the premises over-ruled said motion.

F. LeRoy Allen
JUDGE

APPROVED:
C. A. Hoopes
Attorney for Plaintiff
Luther L. Liggett
Attorney for Defendant

JOURNAL ENTRY
DIVORCE DECREE
Ethel Marie Welsh,
Plaintiff.
-vs-
Clarence P. Welsh,
Defendant.

Case No. 17034
Filed June 28, 1952

This matter came on to be heard on the 23rd day of June, 1952 on the Petition and evidence, the Defendant being in default of answer or other pleading, although the Court finds he was duly served with process according to law.

The Court finds that the Plaintiff has been a resident of Ohio and of Union County for more than a year last past, preceding the filing of her Petition, and that she was married to the Defendant and that no children were born as the issue of such marriage, all as alleged in the Petition.

The Court finds the Defendant has been guilty of gross neglect of duty and extreme cruelty toward the Plaintiff by reason of which she is entitled to a divorce as prayed for in her Petition.

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

The Court finds upon the evidence that the Plaintiff and Defendant have heretofore entered into a written contract in settlement of all of their property rights a copy of which is hereto attached, marked "EXHIBIT A" and made a part hereof as though fully rewritten herein which separation agreement the Court hereby approves and confirms.

It is further ordered and decreed that the Plaintiff, Ethel Marie Welsh, be restored to her former married name of Ethel Marie Robinson.

It is further ordered that the Plaintiff pay the costs of this suit.

F. LeRoy Allen
JUDGE

SEPARATION AGREEMENT

These articles of separation made and concluded at Delaware, Ohio, this 23rd day of April, 1952, by and between Clarence P. Welsh and Ethel Marie Welsh, husband and wife,

WITNESSETH:

THAT WHEREAS the parties have hereto agreed upon an immediate separation and do hereby agree to live separate and apart during the remainder of their natural lives and

WHEREAS they desire to provide for the disposition of their property rights, alimony, and the payment of their debts.

NOW, THEREFORE, it is hereby agreed between the parties hereto that said husband shall pay to said wife the sum of $300.00 as alimony and in settlement of all property rights. In addition the wife is to have all the furniture now in her possession. The husband is to keep the automobile now in his name. The husband shall not be liable for alimony, allowance for attorney fees or Court costs by reason of the pending divorce action or any such action hereafter filed.

This settlement is in lieu of any other alimony or allowance in the event a divorce is granted to either party.

Each party is to retain the other property they now own and neither party shall incur debts on the credit of the other. Any debts now owned shall be paid by the party which incurred them.

Each party hereto does hereby release and discharge the other from all obligations of support, and from all other claims, rights and duties arising or growing out of said marital relation and agree that each party hereto may freely sell or otherwise dispose of his or her own property, hereafter acquired, or disposed of by this agreement, by gift, deed, or last will and testament, and each party is by these presents hereby barred from

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

any and all claims or rights by way of dower, inheritance, descent, distribution, allowance for year's support, right to remain in the mansion house, and all claims as widow, widower, heir, distributee, survivor, or next of kin, and all other rights or claims whatsoever, in or to the estate of the other, whether real or personal, and whether now owned or hereafter to be acquired, which may in any manner arise or accrue by virtue of said marriage.

Each party hereby waives any right which he or she may have to administer the estate of the other party, upon the death of such other party.

Each party hereto further agrees, upon the request of the other, to execute and acknowledge any and all deeds or other instruments of release or conveyance to enable such others to sell, convey, or otherwise dispose of his or her own property, free from any apparent right of inchoate dower therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year written above.

Witnesses:
AS TO 1:
(S) H. Lloyd Jones
(S) Cora E. Graham

1. (S) Clarence P. Welsh
Clarence P. Welsh
2. (S) Ethel Marie Welsh
Ethel Marie Welsh

WITNESSES:
AS TO 2:
(S) Rebecca J. George
(S) Robert F. Allen

JOURNAL ENTRY
William L. Kandel,
Plaintiff.

Case No. 17045
Filed June 28, 1952

-vs-
Estella F. Kandel,
Defendant.

This day this cause came on to be heard upon the Motion of the Defendant, and upon consideration thereof the Court finds that said Motion is reasonable and should be granted. It is, therefore, the order of this Court that the Answer of the Defendant be and the same is hereby dismissed without record.

Upon further consideration thereof, this cause came on further for hearing on the Peition of the Plaintiff and service of summons and upon consideration thereof the Court finds that it has jurisdiction of the parties and of the subject matter and that service of summons was made as provided by law, it is ordered that the same is hereby approved and confirmed.

Upon further consideration thereof the Court finds that the parties were married as in the Petition set forth and that no children have been born the issue of said marriage.

Upon further consideration thereof the Court finds that the parties have entered into a Separation Agreement on or about the 26th day of May, 1952 settling all property rights and personal rights by and between themselves and said contract appearing to be reasonable, it is ordered that the same is hereby approved and confirmed and made a part of this Decree.

Upon further consideration thereof the Court finds that the Defendant has been guilty of gross neglect of duty toward the Plaintiff and by eason thereof the Plaintiff is entitled to a divorce. It is, therefore, the order of this Court that the marriage contract hereto fore existing between the parties be and the same hereby is dissolved and both parties are discharged from the obligations of the same, and the Defendant, Estella F. Kandel, is restored to her former name of Estella F. Brake.

It is further ordered that the Plaintiff pay the costs of this proceeding.

F. LeRoy Allen
JUDGE

APPROVED BY:
William L. Coleman
Attorney for Plaintiff.
Sanders & Grigsby
Attorney for Defendant.

JOURNAL ENTRY
Effie C. Hall,
Plaintiff.

Case No. 17068
Filed June 28, 1952

-vs-
Maskil W. Hall,
Defendant.

This cause came on to be heard upon the motion of the plaintiff for an order restraining defendant from disposing of or encumbering any of their personal property during the pendency of this case and further restraining defendant from molesting plaintiff, and the Court being fully advised in the premises and upon due consideration thereof, finds said motion well taken and sustains the same.

It is therefore, ordered, adjudged and decreed that defendant be, and he is hereby enjoined from selling, transferring, disposing of or encumbering any of their personal property and molesting plaintiff, pending final hearing and disposition of this case.

Notice and bond is dispensed with.

F. LeRoy Allen
JUDGE

APPROVED BY:
Clifton L. Caryl
Attorney for Plaintiff.

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Harold LaWare
R. 3, Marysville, Ohio,
Plaintiff.
-vs-
Herlie LaWare
352 S. Scott Street
Mobile, Alabama,
Defendant.

Case No. 16866
Filed June 28, 1952

This day this cause came on for hearing on the Petition of the Plaintiff and the Defendant being in default for Answer or Demurrer, and the Court finds from the evidence that the Defendant was duly served with process by publication as provided for by law, that the Plaintiff is and was for at least one year immediately preceeding the commencement of this action a bonafide resident of the State of Ohio and that he was for at least thirty days immediately before commencement of the action a bonafide resident of Union County, Ohio;

That the Defendant has been guilty of gross neglect of duty toward the Plaintiff and that by reason thereof the Plaintiff is entitled to a divorce. It further appearing to the Court that the service by publication was regular and the same is hereby approved and confirmed and that the Court has jurisdiction of the cause of action and the parties hereto.

The Court being further advised that the parties hereto have entered into a separation agreement settling all their property rights and the custody rights of the minor child, the same appearing regular and reasonable, it is ordered that the same is hereby approved and confirmed and made a part of this decree. It is further ordered that the minor child, Richard J. LaWare, be confided to the cutody of the Defendant until further order of the Court.

It is ordered, decreed and adjudged that Plaintiff be and hereby is granted a divorce from the Defendant and the marriage contract is hereby dissolved and both of the parties hereto released from its obligations. It is ordered that Plaintiff pay the costs of this proceeding.

Arthur Tudor
JUDGE

APPROVED BY:
William L. Coleman
William L. Coleman, Attorney for Plaintiff.
Joseph Gordon Bennett,
Joseph Gordon Bennett, Attorney for Defendant.

JOURNAL ENTRY
Nannie Lucille Bushong,
" Plaintiff.
-vs-
Frank Bushong,
Defendant.

Case No. 17043
Filed June 30, 1952

Case dismissed at plaintiff's costs, costs paid, no record.

F. LeRoy Allen
COMMON PLEAS JUDGE.

APPROVED:
Sanders & Grigsby
Sanders & Grigsby
Attorneys for Plaintiff

JOURNAL ENTRY
Maxine Webb,
Plaintiff.
-vs-
Royal Webb,
Defendant.

Case No. 17069
Filed July 3, 1952

Maxine Webb, Plaintiff herein, having filed her motion for an order of Court directing the Defendant to pay to her prior to final hearing herein a reasonable sum for alimony and support for herself and their children, together with a reasonable sum for her attorney fees in this cause; it is hereby ordered that said motion be for hearing before the Court at 10:00 o'clock A. M. July 12th, 1952.

F. LeRoy Allen
Judge

JOURNAL ENTRY
State of Ohio
-vs-
Hollis Wiley,
Defendant.

Case No. 3301
Filed July 7, 1952

Indictment for Grand Larceny, G. C. 12447.

This day came into Court the Prosecuting Attorney on behalf of the State of Ohio and the Defendant coming into Court in company of his Attorney, William L. Coleman was required to plead to the Indictment.

Whereupon, said Defendant by his attorney waived the reading of the Indictment, waived service on the Indictment and entered a plea of not guilty.

It is the order of the Court that the appearance bond in the amount of $1500.00 be set in this case and that the trial in this cause be set for Thursday July 10, 1952 at 9:30 o'clock A. M.

APPROVED BY:
Luther L. Liggett
Prosecuting Attorney
William L. Coleman
Attorney for Defendant

6/28/52

F. LeRoy Allen
JUDGE

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
CONFIRMATION OF MORTGAGE OF REAL ESTATE
In the matter of the application of the Trustees of The First Methodist Church, of Marysville, Ohio, to mortgage real estate.

Case No. 17042
Filed July 8, 1952

Now come the trustees of said church and make return of their proceedings as herein before ordered and directed, as follows, to-wit:

Said trustees have mortgaged by first mortgage, the premises ordered and directed to be mortgaged by said trustees in a previous order and decree herein, to the Springfield Savings Society, for the sum of Nine thousand ($9000.00) Dollars, for a period not exceeding ten (10) years.

And the court having carefully examined said mortgage, and finding it in all respects regular and in conformity to the previous orders of the court, the same is hereby approved and confirmed, and it is further ordered by the court that the proceeds arising from said mortgage be applied to the liquidation of the indebtedness of the said church.

F. LeRoy Allen
JUDGE

APPROVED BY:
Clifton L. Caryl
CLIFTON L. CARYL, Attorney for
the Trustees of Said Church.

JOURNAL ENTRY
Harold L. Harrington, a minor,
by Joe Harrington, his father
and next of friend,
Plaintiff.
-vs-
Herman C. Blumenschein,
Defendant.

Case No. 16886
Filed July 8, 1952

This cause coming on to be heard on the motion filed by the defendant asking that the petition be made definite and certain as to the expenses and doctor bills incurred as a result of the injuries alleged in plaintiff's petition, said motion is hereby sustained and leave is granted to plaintiff to amend said petition at bar by the insertion of the following words "that as a result of said injuries the sum of $220.00 was expended for hospital, medical and ambulance bills", at the bottom of the first page of the petition following the word"weeks".

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED:
Sanders & Grigsby
Attorneys for Plaintiff
Clifton L. Caryl
Attorneys for Defendant

JOURNAL ENTRY
Opal North,
Plaintiff.
-vs-
Willis North,
Defendant.

Case No. 17071
Filed July 8, 1952

It is hereby ordered that the above motion be heard in this Court at 10:00 o'clock A. M. Saturday morning, July 12th, 1952.

F. LeRoy Allen
COMMON PLEAS JUDGE

JOURNAL ENTRY
W. R. Carson,
Plaintiff.
-vs-
Charles B. Noteman and
Martha L. Noteman.,
Defendants.

Case No. 16928
Filed July 8, 1952

This cause having been settled by and between the parties, it is ordered that the same be dismissed with prejudice to the Plaintiff on the Petition and prejudice to the Defendants on their Cross Petition. Costs paid.

F. LeRoy Allen
JUDGE

APPROVED BY:
Sanders & Grigsby
ATTORNEY FOR PLAINTIFF
William L. Coleman
ATTORNEY FOR DEFENDANTS

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Donna Marie Huffman
Marysville, Ohio,
Plaintiff.
-vs-
Russell C. Huffman
Marysville, Ohio,
Defendant.

Case No. 17051
Filed July 9, 1952

Upon Motion of the Plaintiff and for good cause shown this cause is dismissed without prejudice to a new action.

F. LeRoy Allen
JUDGE

APPROVED BY:
William L. Coleman
William L. Coleman
Attorney for Plaintiff

William J. Porter
Attorney for Defendant

JOURNAL ENTRY
Eva Esther Sprague,
124½ N. Main St.
Marysville, Ohio,
Plaintiff.
-vs-
Harold D. Sprague,
Walnut St.
Marysville, Ohio,
Defendant.

Case No. 17021
Filed July 9, 1952

This cause came on this day to be heard on the Petition of the plaintiff, Eva Esther Sprague, the Answer of the defendant, Harold D. Sprague, the evidence and statements of counsel, 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 and this County for one year next preceding the same, and that the parties hereto were married, as in said petition set forth.

The Court further find, upon the evidence adduced, that the defendant has been guilty of gross neglect of duty toward the plaintiff, and that by reason thereof the plaintiff is entitled to a divorce, as prayed for in her petition.

It is therefore ordered and adjudged by the Court that the Plaintiff be and she is hereby divorced from the said defendant, and that the marriage contract heretofore existing between the said Eva Esther Sprague and Harold D. Sprague be, and the same hereby is, dissolved, and both parties are released from the obligations of the same.

The Court further find that no minor children are involved in this action.

On further consideration of the Court it is ordered that the said plaintiff be, and she is hereby awarded all their household goods and furnishings of whatever nature, the U. S. Government Bonds of the face value of $600.00, the checking account in the First National Bank of Marysville, Ohio, and the said defendant is hereby ordered to transfer his interest therein to her.

It is further ordered and adjudged that the defendant pay to the plaintiff as her reasonable alimony in money, the sum of One Thousand three hundred fifty dollars, payable in monthly installments of $50.00 each, the first payment being due and payable on the day of filing this Entry, and a like payment on the same date each and every month thereafter until the full amount is paid. It is further ordered, however, that said alimony is reduced to the sum of One thousand dollars if the same is paid in cash in one lump sum by July 8, 1952. As per Entry heretofore filed, it is ordered that the said defendant pay to the plaintiff the sum of $25.00, the balance due as and for temporary alimony.

It is further considered and ordered by the Court that the said defendant have and hold as his own his said 1950 Hudson Sedan automobile, the savings account in The Citizen Federal Savings & Loan Association of Marysville, Ohio, in the amount of $450.00, and two riding horses and their equipment, free from any right or claim of the said plaintiff.

It is further ordered that the said defendant pay to the Clerk of this Court the costs of this Action, including an attorney fee of Myers & Hoopes to apply on attorney fees for the Plaintiff in the sum of $75.00, taxed at $20.29.

F. LeRoy Allen
JUDGE

APPROVED BY:
Myers & Hoopes
Attorneys for Plaintiff
Clifton L. Caryl
Attorney for Defendant

ENTRY APPOINTING DEPUTY SHERIFF

Filed July 11, 1952.

By virtue of the power vested in me Sheriff of Union County, Ohio and in pursuance and in compliance with Section 2830 of the General Code of Ohio, I do hereby appoint Kenneth Coakley a Deputy Sheriff of Union County, Ohio invested with all authority and power of a Deputy Sheriff.

Walter T. Galloway
Sheriff of Union County, Ohio.

Whereupon came Kenneth L. Coakley and accepted said appointment and office and make oath as follows:
STATE OF OHIO - UNION COUNTY

I do solemnly swear that I will support the Constitution of the United States and of the State of Ohio, and that I will faithfully and impartially discharge the duties of Deputy Sheriff of Union County, Ohio, to which I have been appointed according to law and the best of my ability.

Kenneth L. Coakley

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

Sworn to before me and subscribed in my presence this 9th day July 1952.

F. LeRoy Allen
Judge of the Court of Common Pleas.

The above appointment approved by me this 9th day July 1952.

F. LeRoy Allen
Judge of the Court of Common Pleas
Union County, Ohio.

ENTRY APPOINTING DEPUTY SHERIFF — Filed July 11, 1952

By virtue of the power vested in me Sheriff of Union County, Ohio and in pursuance and in compliance with Section 2830 of the General Code of Ohio, I do hereby appoint Richard Seitz a Deputy Sheriff of Union County, Ohio invested with all authority and power of a Deputy Sheriff.

Walter T. Galloway
Sheriff of Union County, Ohio

Whereupon came Richard Seitz and accepted said appointment and office and make oath as follows:

STATE OF OHIO - UNION COUNTY

I do solemnly swear that I will support the Constitution of the United States and of the State of Ohio, and that I will faithfully and impartially discharge the duties of Deputy Sheriff of Union County, Ohio, to which I have been appointed according to law and the best of my ability.

Richard Seitz

Sworn to before me and subscribed in my presence this 11th day July 1952.

F. LeRoy Allen
Judge of the Court of Common Pleas.

The above appointment approved by me this 11th day of July 1952.

F. LeRoy Allen
Judge of the Court of Common Pleas
Union County, Ohio.

JOURNAL ENTRY
Noah E. Davis,
Plaintiff.
-vs-
Marguerite Reilley,
Defendant.

Case No. 16846
Filed July 11, 1952

This day this cause came on to be heard upon the motion of the plaintiff to set aside the verdict of the jury heretofore rendered in this cause and for a new trial, and was submitted to the court, and the court being fully advised overrules said motion.

F. LeRoy Allen
JUDGE

JOURNAL ENTRY
Gordon N. Justice,
Plaintiff.
-vs-
Helen F. Justice,
Defendant.

Case No. 17013
Filed July 11, 1952

Upon the oral motion of Robert F. Allen, Attorney for the Defendant, and for good cause shown the Defendant is permitted to file her Answer and Cross Petition instanter.

F. LeRoy Allen
Judge

APPROVED:
Sanders & Grigsby
Attorneys for Plaintiff
Robert F. Allen
Attorney for Defendant

JOURNAL ENTRY
Ellouise Allemang,
Plaintiff.
-vs-
Richard C. Allemang,
Defendant.

Case No. 17055
Filed July 12, 1952

Case dismissed at plaintiff's cost. Costs paid. No record.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:
Sanders & Grigsby
Attorneys for Plaintiff.

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
State of Ohio
-vs-
Charles Pyers,
Defendant.

Case No. 3247
Filed June 14, 1952

Information for operating motor vehicle while under the influence of alcohol.

The defendant herein, having been heretofore convicted of the charge in the information, but imposition of sentence having been suspended, was this day brought into Court, in custody of the Sheriff having been arrested by said officer on precipe issued by the Prosecuting Attorney and charged with failing to comply with the former order of this Court to pay the fine and costs of this proceeding; and the Court having inquired of the said Defendant found that he did fail to apy said fine and costs as ordered he was thereupon inquired of if he had anything to say why judgment should not now be pronounced against him; and having but what he already said: it is therefore considered and adjudged by the Court that he stand committed to the jail of Union County, Ohio for seven (7) days and that he report to the Probation Officer of this Court once each week after his release until such time as the fine and costs are fully paid.

6/14/52

F. LeRoy Allen
JUDGE

APPROVED BY:
Luther L. Liggett
PROSECUTING ATTORNEY

JOURNAL ENTRY
Lila Laird,
Plaintiff.
-vs-
Robert Laird,
Defendant.

Case No. 17046
Filed June 17, 1952

This case settled and dismissed without record. Costs paid.

F. LeRoy Allen
COMMON PLEAS JUDGE.

APPROVED BY:
Sanders & Grigsby
Sanders & Grigsby
Attorneys for Plaintiff.

JOURNAL ENTRY - CONFIRMATION OF MORTGAGE OF REAL ESTATE
In the matter of the application of
the Trustees of The First Methodist
Church, of Marysville, Ohio, to mortgage real estate.

Case No. 17010
Filed July 15, 1952

This day this cause came on to be heard upon the motion of the Trustees of the First Methodist Church of Marysville, Ohio, moving the Court for an order to amend the confirmation heretofore ordered in this matter. It appearing to the Court upon the evidence adduced and for good cause shown that said motion is well taken.

It is therefore ordered, adjudged and decreed by the Court that the Trustees of the First Methodist Church of Marysville, Ohio, is hereby authorized to borrown the sum of Five thousand ($5,000.00) Dollars from the First National Bank of Marysville, Ohio, for a period not exceeding ten (10) years and in accordance with the original proceedings filed in this cause and in accordance with the notice of publication heretofore filed on the 4th day of April, 1952.

It is further ordered by the Court that said Trustees are authorized to encumber by mortgage to the First National Bank of Marysville, Ohio, the following described real estate:

Situated in the Village of Marysville, County of Union and State of Ohio.
Being all of the north one-half of the In-Lot No. 90, and two feet off the south side of In-Lot No. 79; as the same is set forth and delineated upon the recorded plat of said village of Marysville, Ohio.

It is further found by the Court that the Springfield Savings Society has refused to grant the loan on said premises and that the Trustees have not mortgaged said premises in accordance with the confirmation heretofore ordered and the Court further finds that the said Trustees have now mortgaged, by first mortgage, the premises heretofore ordered directed to be mortgaged, to the First National Bank of Marysville, Ohio, in the sum of Five thousand ($5,000.00) Dollars, for a period not exceeding ten (10) years.

F. LeRoy Allen
Judge

APPROVED BY:
Clifton L. Caryl
Attorney for Trustees
of said Church.

ORDER
Goldie M. Wood,
Richwood, Ohio,
Plaintiff.
-vs-
Murl Wood,
Richwood, Ohio,
Defendant.

Case No. 17078
Filed July 15, 1952

The Defendant, Murl Wood, is restrained as requested in the prayer of the Petition and this cause is set down for hearing for temporary support and alimony and attorney fees for the 26th day of July, 1952, at 10:00 o'clock A. M. in the Common Pleas Courtroom at Marysville, Ohio.

F. LeRoy Allen
Judge

COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Blanche White,
Plaintiff.
-vs-
Arthur J. Rauschand,
Charles O. W. Rausch,
Defendant.

Case No. 16940
Filed March 25, 1952

On the application of Clifton L. Caryl, Attorney for Defendants, it appearing to the Court that Charles O. W. Rausch, one of the defendants herein, having been duly served with summons, and being a minor of the age of 17 years, it is ordered that Joseph B. Grigsby be and he is hereby appointed Guardian Ad Litem for said minor defendant.

F. LeRoy Allen
Judge

JUDGMENT ENTRY
Union County Farm Bureau
Cooperative Association,
Plaintiff.
-vs-
Elza L. Fowler,
Defendant.

Case No. 17081
Filed July 16, 1952

This day came the plaintiff, by its attorney; 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 Two Hundred Sixty Eight dollars and eleven cents, beings 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 inthe premises.

It is therefore considered that said plaintiff recover from said defendant the sum of Two Hundred Sixty Eight dollars and eleven cents, being the amount of said note and unpaid interest due thereon from the 18th day of June 1951 to date of judgment; and also recover the costs herein expended, taxed at $, and interest on said judgment at 6% per cent, per annum, from said date of judgment until paid.

F. LeRoy Allen
Judge

ENTRY
Goldie Fell,
Plaintiff.
-vs-
Lester E. Thompson,
Defendant.

Case No. 17032
Filed July 17, 1952

This cause settled and dismissed with prejudice to future action and costs paid. No record.

F. LeRoy Allen
Judge

Approved by:
C. A. Hoopes
Attorney for Plaintiff
Clifton L. Caryl
Attorney for Defendant

JOURNAL ENTRY
The R. F. Johnson Paint and
Varnish Company Inc.,
Plaintiff.
-vs-
Margaret Lasky and
The Union County Federal
Savings and Loan Association
of Marysville.,
Defendants.

Case No. 17060
Filed July 18, 1952

This day this cause came on to be heard upon the petition of plaintiff, the answer of Union County Federal Savings and Loan Association of Marysville, Ohio, and the answer of Margaret Lasky, the defendant, and the evidence; and, in consideration thereof the court finds the issues joined in favor of the plaintiff and that on the 21st day of July, 1951, the judgment heretofore granted by this court on the first day of April, 1943 against Margaret Lasky, Case No. 15447, was revived and upon issuance of a certificate of judgment on said revived judgment, filed in Union County Judgment Record Vol. 1, page 462 became a lien on the real estate described in the petition for a total sum of Two hundred eighty one and 87/100 ($281.87) Dollars with interest from the 21st day of July, 1951 and for costs; that said judgement is in full force and effect being wholly unpaid and unsatisfied and that there is now at the date of this finding and decree, due plaintiff from defendant Margaret Lasky, the sum of Two hundred ninety-five and 63/100 ($295.63) plus costs, said sum bearing interest at the rate of six percent per annum.

The Court further finds that levy was made upon said real estate by the Sheriff of Union County but that the defendant, Margaret Lasky on the 12th day of September, 1950 executed and delivered to the Union County Federal Savings and Loan Association of Marysville, Ohio to secure her promissory note of even date for One Thousand and no/100 ($1000.00) Dollars, said note bearing interest at six percent per annum, a mortgage deed on the premises described in the petition; that said mortgage was duly filed and recorded in the office of the recorder of Union County, Ohio at 2:10 o'clock P. M. the 12th day of December, 1950 and that said mortgage became and now is the first, best and subsisting lien on said premises; that at the date of this decree there is due and unpaid on said mortgage the sum of $967.16.

It is therefore ordered, adjudged and decreed that unless the defendant Margaret Lasky, 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 found due it as aforesaid, with interest at six percent per annum, then said premises be sold subject to the mortgage of the defendant Union County Federal Savings and Loan Association and that an order issue to the Sheriff of Union directing him to have said premises appraised, subject to the mortgage of the defendant the Union County Federal Savings and Loan Association, advertise and sell the same subject to said mortgage, and sale to be for not less than two thirds the difference between the value of said real estate as appraised and the said amount remaining unpaid upon said mortgage with interest to date of sale, and report his proceedings to this Court for further order. F. LeRoy Allen, Judge. Approved by Sanders & Grigsby, Plaintiff's At'y.

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Miriam Thornburg,
Plaintiff.
-vs-
Richard Thornburg,
Defendant.

Case No. 17083
Filed July 18, 1952

It is hereby ordered that the motion of the plaintiff for an order concerning custody and maintenance of minor children shall be heard in this court Saturday, July 26th at 10:00 o'clock A. M.

F. LeRoy Allen
Common Pleas Judge

JOURNAL ENTRY
Donna Millington,
Plaintiff.
-vs-
Ernest Millington,
Defendant.

Case No. 17024
Filed July 18, 1952

It is hereby ordered that the motion of plaintiff filed on this 16th day of July 1952 shall be heard in this Court at 9:30 o'clock A. M. Wednesday July 23rd, at which time it is ordered that the defendant, Ernest Millington shall then and there appear and show cause why he should not be held in contempt of Court for his failure to comply with the previous order of this Court regarding payment of temporary support and alimony fees.

It is further ordered that a copy of the motion and of this Journal Entry served upon defendant constitute sufficient notice.

F. LeRoy Allen
COMMON PLEAS JUDGE

ORDER
Blaine K. Fulton,
Plaintiff.
-vs-
Ruth Fulton,
Defendant.

Case No. 17058
Filed July 19, 1952

Upon the motion above set forth it is ordered, adjudged and decreed that the Defendant, Ruth Fulton, shall appear before this Court to show cause why the order above described has not been conformed to and to appear on the 26th day of July, 1952 at 10:00 o'clock A. M. in the Common Pleas Courtroom, Union County, Ohio and it is ordered that the Sheriff of Union County, Ohio serve this order upon the defendant, Ruth Fulton, forthwith.

F. LeRoy Allen
Judge

ENTRY
Citizens Fed. Sav. & Loan Assn.,
Plaintiff.
-vs-
Jacob Sarver, et al.,
Defendants.

Case No. 17056
Filed July 22, 1952

This day this cause came on to be heard upon the petition of the plaintiff and the Court being fully advised in the premises find that all of the defendants have been duly served with summons and process according to law and that all of the defendants are in default for answer and demur to the petition and that the allegations of the petition are thereby confessed to be true.

The Court further find, upon the evidence adduced, that there is due the plaintiff from the defendants, Jacob Sarver & Mary Sarver, the sum of Five Hundred Forty Dollars & 43/100 ($540.43) with interest from June 9, 1952.

The Court further find that the defendants, Jacob Sarver & Mary Sarver executed and delivered to the plaintiff their mortgage deed as in the petition described and upon the premises therein described and that the condition in said mortgage has been broken and that the same is the first and best lien upon said real estate.

It is, therefore, considered by the Court that the plaintiff recover a judgment against the defendants, Jacob and Mary Sarver, in the sum of Five Hundred Forty Dollars & 43/100 ($540.43) with interest from June 9, 1952; that unless the defendants, Jacob Sarver & Mary Sarver, within one (1) day from this date cause to be paid to the Clerk of the Court the costs of this proceeding and to the plaintiff the sum so found due as aforesaid, said mortgage be foreclosed and said premises sold, and that an order of sale issue therefore to the Sheriff of Union County directing him to appraise, advertise and sell said premises as upon execution and report his proceedings to the Court for further order.

F. LERoy Allen
JUDGE

ENTRY - ASSIGNMENT OF A JUDGE OF THE COURT OF COMMON PLEAS

Filed July 23, 1952

Hon. James F. Bell, a resident judge of the Court of Common Pleas of Madison County, Ohio, is hereby assigned to temporarily preside and hold court in the Court of Common Pleas of Union County, Ohio, on Wednesday, July 23, 1952, and to continue therein until the court business on which he enters is completed.

This assignment is made under authority of the Constitution and statutes of Ohio.

Carl Wygandt
Chief Justice,
The Supreme Court of Ohio.

(SEAL)

Issued under the seal of the Court at Columbus, Ohio, this 15th day of July, 1952.

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Maxine Webb,
Plaintiff.
-vs-
Royal Webb,
Defendant.

Case No. 17069
Filed July 24, 1952

This cause came on to be heard upon the motion of the Plaintiff for temporary alimony and for her attorney fees.

It is ordered by the Court that the defendant pay to the Clerk of this Court the sum of Twenty Five Dollars per week for support of Plaintiff and the minor children of the parties, Pamela Jean Webb; Marvin Keith Webb; Errawanna Kay Webb; and Monty Lee Webb, until further order of this Court.

It is further ordered that Defendant pay the sum of Ten Dollars per week until the sum of One Hundred Dollars is paid to the Clerk of this Court for Attorney Fees for Lloyd George Kerns, Attorney for Plaintiff.

F. LeRoy Allen
F. LeRoy Allen, Judge

Approved by:
Lloyd George Kerns
Attorney for Plaintiff.

Attorney for Defendant.

JOURNAL ENTRY
Donna Millington,
Plaintiff.
-vs-
Ernest Millington,
Defendant.

Case No. 17024
Filed July 25, 1952

This day this cause came on to be heard on the motion of plaintiff for an order citing defendant to show cause why he should not be held in contempt of court and for judgment for $350.00, accumulated unpaid support money since the filing of the former order of this court on the 3rd day of April, 1952.

The court being fully advised in the premises and from the evidence finds that the defendant, Ernest Millington, is in contempt of this court and he has failed to comply with the former order issued on the 3rd day of April, 1952, and now owes payments in the total sum of $350.00.

It is, therefore, ordered, adjudged and decreed that plaintiff recover from defendant the sum of $350.00 for which judgment is awarded.

The question of attorney fees and right of possession of the home and furniture is held in abeyance until final determination of this cause.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:
Sanders & Grigsby
Attorneys for Plaintiff.
Clifton L. Caryl
Attorney for Defendant.

ORDER FOR EXAMINATION OF DEBTOR
F. O. Schoedinger Co.
322-358 Mt. Vernon Ave.
Columbus, Ohio.,
Plaintiff.
-vs-
Dale Bliss,
Unionville Center, Ohio,
Defendant.

Case No. Certificate of Judgment 401
Filed July 25, 1952

On motion of the Plaintiff herein, it appearing that said Plaintiff recovered a Judgment against Dale Bliss, Defendant herein, and that execution was issued thereon and has been returned wholly unsatisfied, it is hereby ordered that said Defendant, Dale Bliss, appear before the Common Pleas Court of Union County, Ohio, at Marysville, Ohio on Thursday, the 7th day of August, 1952 at 10:00 o'clock A. M. thereupon to answer concerning his property, both real and personal.

Said defendant, Dale Bliss, is hereby enjoined against disposing of any or all of his property in any manner whatsoever, until further order from this Court.

F. LeRoy Allen
JUDGE

ENTRY
Harry P. Woodruff,
Plaintiff.
-vs-
Davis Davies Co.,
Defendant.

Case No. 17020
Filed July 25, 1952

By agreement of parties case settled and dismissed with prejudice. No record. Costs paid.

F. LeRoy Allen
Judge

Approved:
Myers & Hoopes
Myers & Hoopes
ATTORNEYS FOR PLAINTIFF
Sanders & Grigsby
Sanders & Grigsby
Collis Gundy Lane
Collis Gundy Lane
ATTORNEYS FOR DEFENDANT

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Dana Daniels and Carl Jack Kreakbaum d/b/a Midtown Bar & Grill,
Plaintiffs.
-vs-
Hollis Wiley,
Defendant.

Case No. 17077
Filed July 25, 1952

This case settled and dismissed without record, costs paid.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED:
Sanders & Grigsby
Sanders & Grigsby
Attorneys for Plaintiffs.

JOURNAL ENTRY
Margaret E. Wagner,
Plaintiff.
-vs-
Joseph Wheeler,
Defendant.

Case No. 16968
Filed July 26, 1952

This day this cause came on for trial before the Court upon the petition of plaintiff and the answer of the defendant and the evidence and the Court upon consideration of the same finds that the defendant was duly served with summons and the issues joined by the pleadings of the parties are properly before this Court.

Upon consideration of the pleadings and the evidence the Court finds that there is due from the defendant to the plaintiff the sum of Five Hundred, Twenty-One and 40/100 ($521.40) Dollars and that judgment should be rendered accordingly.

IT IS THEREFORE ordered and decreed that the plaintiff recover from the defendant the sum of Five Hundred Twenty-One and 40/100 ($521.40) Dollars and that each party pay the costs created by them.

Exceptions of both parties are noted.

F. LeRoy Allen
JUDGE

APPROVED:
Thomas Applegate
Attorney for Plaintiff.
Clifton L. Caryl
Attorney for Plaintiff.
Myers & Hoopes
Attorneys for Defendant.

JOURNAL ENTRY
Order Designating Number of Names to Constitute the Annual Jury List, and the Key Number.

Filed July 28, 1952.

Union County, Ohio, July 28, 1952. Court of Common Pleas.
In ReAnnual Jury List

It is ordered that the number of names to constitute the Annual Jury List for the Jury Year beginning August 1, 1952, be and is hereby designated at 350, and 2 is designated as the key number to be used for the purpose of compiling the list of prospective jurors.

F. LeRoy Allen
Judge

Journal Entry
IN THE MATTER OF
Appointment of Deputy Jury Commissioner.

Filed July 28, 1952

By reason of the disability of Olive Cowgill, Jury Commissioner, the undersigned hereby appoints Enno A. Rausch as Deputy Jury Commissioner to act in place of said Commissioner with authority to certify and file list of jurors and deposit ballots in the jury wheel as provided in Section 11419-6 of the General Code of Ohio.

Said appointment being for a limited time, I hereby fix the compensation at $5.00 per day for the actual days necessary in performing said duties, the same to be approved by the undersigned.

F. LeRoy Allen
JUDGE

JOURNAL ENTRY
Goldie M. Wood
Route 2
Richwood, Ohio,
Plaintiff.
-vs-
Murl Wood
Route 2
Richwood, Ohio,
Defendant.

Case No. 17078
Filed July 29, 1952

This cause came on to be heard on the 26th day of July, 1952 at 10:00 o'clock A. M. on the order heretofore made upon the Defendant, Murl Wood, restraining him from returning to the home or interferring with or molesting the Plaintiff, Goldie M. Wood, in any manner whatsoever and for hearing to determine alimony pending a final determination of this cause and support for the minor children and for attorney fees.

It is found by the Court that the Defendant, Murl Wood, did not appear before this Court on the 26th day of July, 1952 at 10:00 o'clock A. M. as ordered.

The Court orders that the Defendant, Murl Wood, appear before this Court on the 4th day of August, 1952 at 10:00 o'clock A. M. to show cause why he is not in contempt of the former order of this Court for his appearance and to determine temporary alimony and attorney fees.

It is ordered that the sheriff of this County serve a copy of this order on the Defendant, Murl Wood, Forthwith.

F. LeRoy Allen
Judge

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO

JOURNAL ENTRY
Miriam Thornburg,
Plaintiff.
-vs-
Richard Thornburg,
Defendant.

Case No. 17083
Filed July 29, 1952

This day this cause came on to be heard upon the motion of the plaintiff for support of minor children during the pendency of this cause and for an order granting custody, care and control of the minor children to plaintiff during the pendency of this cause.

The court being fully advised in the premises orders that the defendant shall pay to plaintiff through the Clerk of this Court the sum of $16.00 per week for the support of the minor children and plaintiff shall be awarded the exclusive care, custody and control of said minor children during the pendency of this action.

The defendant shall be given the right of visitation of said children and to remove them from the home where they now reside in Marion, Ohio, between the hours of 12:00 noon and 6:00 P. M. every other Sunday. The first visitation shall be on the 3rd day of August, 1952. While said children are with defendant for purposes of visitation they shall be kept exclusively in his control and shall not be permitted to associate with John Thornburg.

The first payment for support shall be due and owing on Saturday, August 2, 1952.

F. LeRoy Allen
JUDGE

APPROVED BY:
Sanders & Grigsby,
Attorneys for Plaintiff
Luther L. Liggett
Attorney for Defendant

ENTRY
Max Fell, et al.,
Plaintiffs,
-vs-
Lester Thompson,
Defendant.

Case No. 17033
Filed July 29, 1952

This cause settled and dismissed with prejudice to future action without record and costs paid.

F. LeRoy Allen
JUDGE

APPROVED:
C. A. Hoopes
Attorney for Plaintiff.
Clifton L. Caryl
Attorney for Defendant.

JOURNAL ENTRY
Fred Lash, Jr.,
Plaintiff.
-vs-
Ruth Anna Lash,
Defendant.

Case No. 17000
Filed July 29, 1952

This day this cause came on further to be heard upon the question of custody and the Court being fully advised in the premises finds that it would be for the best interest of said minor children that the care, custody and control of said minor children be confided to the maternal grandparents, Mr. and Mrs. S. B. Parmenter, of Ostrander, Ohio.

It is therefore, the order of this Court that the care, custody and control of the minor children of the parties hereto be confided to the maternal grandparents, Mr. and Mrs. S. B. Parmenter, of Ostrander, Ohio. The family of the Plaintiff are given the privilege of visiting said children at all reasonable times. All of the order pertaining to custody is until further order of the Court.

F. LeRoy Allen
JUDGE

APPROVED BY:
Sanders & Grigsby
Sanders & Grigsby, Attorneys for Plaintiff
William L. Coleman
William L. Coleman, Attorney for Defendant

JOURNAL ENTRY
Geneva M. Parish,
Plaintiff.
-vs-
George O. Parish,
Defendant.

Case No. 17084
Filed July 31, 1952

This cause is dismissed without prejudice, without record, at the cost of the Plaintiff.

F. LeRoy Allen
JUDGE

APPROVED:
Robert F. Allen
Attorney for Plaintiff
Robert F. Allen

TEMPORARY RESTRAINING ORDER
The Ohio Power Company,
Plaintiff.
-vs-
O. L. Hull,
Defendant.

Case No. 17086
Filed July 31, 1952

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

This cause came on to be heard upon the application of the plaintiff for a temporary restraining order without notice and was submitted to the court upon the petition, absolutely verfied, and other evidence.

The court, upon consideration thereof, finds that under the circumstances of this case the plaintiff should not be and is not required to give notice to the defendant of the application for a restraining order as prayed for and it is therefore ordered, adjudged and decreed that the defendant and his agent, employees, members of his family, and all other persons associated with or acting in concert with them, and all others to whom knowledge of such order shall come, shall be restrained in the following respects and particulars:

1. From interfering in any manner whatsoever with the plaintiff, its officers, agents, employees and representatives in making preliminary examinations and surveys over the property described in the petition;
2. From obstructing, hindering, or interfering with the plaintiff, its officers, agents, employees and representatives in going upon, over and through the property for the purpose of making preliminary examinations and surveys;
3. From interfering with, removing, destroying, or in any other manner tampering with any survey stakes or other markers used in connection with such examinations and surveys;
4. From protecting, aiding, abetting or assisting anyone in the commission of the acts hereinbefore restrained.

The plaintiff shall reimburse the defendants for any direct damages to his crops, fences or other property which may be committed by plaintiff's survey crews incidental to making such preliminary examinations and surveys.

This order is conditioned on and shall become effective upon the plaintiff giving bond in the sum of with surety to the approval of this court, or in the alternative, depositing in cash or certified check with the clerk of this court.

(SEAL)

John W. Dailey
Probate Judge
F. LeRoyAllen
Common Pleas Judge

JOURNAL ENTRY
Blaine K. Fulton,
Plaintiff.
-vs-
Ruth Fulton,
Defendant.

Case No. 17058
Filed July 31, 1952

This cause came on to be heard on the 26th day of July, 1952 on the motion for citation for contempt, the evidence, and the Court being fully advised in the premises.

The Defendant, Ruth Fulton, is found not to be in contempt of the former order of this Court.

The Court further affirms the previous order prohibiting the Defendant, Ruth Fulton, from molesting or interferring with the Plaintiff, or the minor children of the parties, and is prohibited from returning to the residence of the parties, and the Plaintiff is awarded the custody and control of the minor children of said parties, all until the final determination of this case.

It is further ordered that the Defendant, Ruth Fulton, shall be entitled to the custody of the children as her right of visitation every Sunday from 9:00 o'clock A. M. to just before dark, until the further order of this Court.

F. LeRoy Allen
Judge

APPROVED:
Robert F. Allen
Attorney for Plaintiff
Sanders & Grigsby
Attorneys for Defendant

JOURNAL ENTRY
Norma B. M. McBride,
Plaintiff.
-vs-
Fred E. McBride,
Defendant.

Case No. 16875
Filed August 1, 1952

This day this cause came on to be heard on the Motion of the Plaintiff and the Court being fully advised in the premises finds that said Motion is reasonable and should be granted.

It is, therefore, the order of this Court that the Defendant be directed to appear before this Court on Saturday, August 2nd, 1952, at 10:00 O'clock A. M. and then and there show cause why he should not be punished for contempt, and that notice of said hearing be served upon the Defendant by the Sheriff of Union County, Ohio.

F. LeRoy Allen
JUDGE

APPROVED BY:
William L. Coleman
William L. Coleman
Attorney for Plaintiff

JOURNAL ENTRY
John S. Lilly
185 E. OttawaSt.
Richwood, Ohio,
Plaintiff.
-vs-
Diane B. Lilly
40 Webster Park Avenue
Columbus, Ohio,
Defendant.

Case No. 16979
Filed August 1, 1952

This cause dismissed without prejudice, without record, at the cost of the Plaintiff.

F. LeRoy Allen
JUDGE

APPROVED:
Robert F. Allen
Robert F. Allen
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JUDGMENT ENTRY
L. M. Palmer,
Plaintiff.
-vs-
Mamie Askins and
William E. Askins,
Defendants.

Case No. 17087
Filed August 1, 1952

This day came the plaintiff, by his attorney; also appeared in open court, for and on behalf of said defendants, Robert F. Allen, attorney at law of this court, and by virtue of thewarrant 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 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 Seven Hundred Fifty dollars and no cents, being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and released and waived all exceptions, errors and right of appeal in the premises.

It is therefore considered that said plaintiff recover from said defendant the sum of Seven Hundred Fifty dollars and no cents, being the amount of said note and unpaid interest due thereon from the 26th day of June, 1947 to date of judgment; and also recover his costs herein expended, taxed at $, and interest on said judgment at 6 per cent. per annum, from said date of judgment until paid.

F. LeRoy Allen
Judge

JOURNAL ENTRY
Jean Sherburne,
Plaintiff.
-vs-
Malcolm Sherburne,
Defendant.

Case No. 17064
Filed August 2, 1952

This cause came on for hearing this 2nd day of August, 1952, on the petition of the Plaintiff, the defendant being in default of answer or demurrer, and the court finds from the evidence adduced that plaintiff, is and was, for at least one year immediately preceding the commencement of this action, a bona fide resident of the State of Ohio and that she is and was for at least ninety days immediately before the commencement of this action, a bona fide resident of the County of Union; The Court further finds from the evidence adduced that defendant has been guilty of gross neglect of duty and extreme cruelty as alleged in the petition. That by reason thereof, plaintiff is entitled to a divorce; that defendant has been duly served with summons and a copy of the petition as required by law.

It is ordered, decreed and adjudged that plaintiff be and hereby is granted a divorce from defendant and the marriage contract is hereby dissolved and both of the parties hereto released from its obligations.

It is the further order of this court that the care, custody, education and control of the minor child of the parties, namely, David Sherburne, be awarded to the plaintiff and the defendant is hereby ordered to pay or cause to be paid to the Clerk of Courts of Union County, at Marysville, Ohio, the sum of Ten ($10.00) Dollars per week, as and for the support of said child, said payments to start on the 18th day of June, 1952, and continue until the further order of this Court. Defendant shall have the right of visitation at all reasonable times.

It is further ordered by the court that all of the household goods of said parties be awarded to plaintiff and the 1948 Nash automobile, owned by the defendant, on which there is a mortgage to the First National Bank of Marysville, Ohio, that whatever equity there may be after the payment of said automobile, it the order of the court that said amount be paid unto the Clerk of Courts of Union County, to be applied on the support of the minor child and expenses occurred by plaintiff in this action.

It is the further order of the court that said payments which are in arrear for the support of the minor child, dating from June 18, 1952, that said payments which are in arrears shall also be paid at the rate of Ten ($10.00) per week until the same are paid in full.

It is further ordered by the court that defendant pay or cause to be paid unto the Clerk of Courts of Union County, Marysville, Ohio, the sum of One hundred ($100.00) Dollars for Plaintiff's attorney and that he pay the costs of this action.

F. LeRoy Allen
JUDGE

APPROVED BY:
Clifton L. Caryl
CLIFTON L. CARYL
Attorney for Plaintiff.

JOURNAL ENTRY
State of Ohio
-vs-
Hollis Wiley,
Defendant.

Case No. 3301
Filed August 4, 1952

Indictment for Grand Larceny, G. C. 12447.

This day came into Court the Prosecuting Attorney on behalf of the State of Ohio and the defendant being brought into Court in custody of the Sheriff and in company of his attorney, William L. Coleman.

Whereupon, said defendant through his attorney asked leave of Court to withdraw the plea of not guilty previously entered herein, and leave to enter a plea of guilty to the Indictment.

Whereupon, the Court accepted said plea of guilty and inquired of Hollis Wiley if he had anything to say why judgment should not be pronounced against him; and he showed no good and sufficient cause why judgment should not be pronounced.

It is, therefore, considered and adjudged by the Court that Hollis Wiley be confined in the Ohio State Penitentiary at Columbus, Ohio to serve at hard labor for not less than one year nor more than seven years, none of such period to be in solitary confinement; and that within the next five days the Sheriff of Union County shall convey the said defendant, Hollis Wiley to the Ohio State Penintentiary and deliver him to the warden thereof; and that the Defendant pay the costs of this prosecution for which execution is awarded.

8/2/52 F. LeRoy Allen
Judge

Approved by:
Luther L. Liggett
Prosecuting Attorney
William L. Coleman
Attorney for Defendant.

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
The R. F. Johnson Paint and Varnish Company Inc.,
Plaintiff.
-vs-
Margaret Lasky and the Union County Federal Savings & Loan Association of Marysville, Ohio,
Defendants.

Case No. 17060
Filed August 4, 1952

Case settled and dismissed, costs paid, no record.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED:
Sanders & Grigsby
Sanders & Grigsby
Attorneys for Plaintiff

ENTRY
Rieta Zimmerman, by her next friend, Carl Spain,
Plaintiff.
-vs-
Clyde Zimmerman,
Defendant.

Case No. 16937
Filed August 5, 1952

This day this cause dismissed without record.

F. LeRoy Allen
COMMON PLEAS JUDGE

JOURNAL ENTRY
Ernest Liggett,
Plaintiff.
-vs-
Joe Richey, et al.,
Defendants.

Case No. 16924
Filed August 5, 1952

On motion of plaintiff and on his producing the return of the Sheriff of said Sheriff's proceedings under the order of sale heretofore issued herein, the court having examined the same and being satisfied that they were had in all respects in conformity to law and the orders of this court, said court hereby approves and confirms said proceeding and sale and the Sheriff is ordered to convey in fee simple the premises described in the petition to John P. Livingston, John D. Livingston and William R. Livingston.

And the court coming now to distribute said fund of $5050.00 in the hands of the Sheriff orders that he distribute the same as follows:

1.	To the purchasers, being the real estate taxes and sewer taxes due on said real estate, some of which are not yet payable, which the purchasers assume and agree to pay, the sum of	$96.13
2.	To the Clerk of this court the costs of this action including costs of advertising said sale and a fee of $28.00 to Todd Hoopes for the Certificate of Title in this cause, in the sum of	173.13
3.	To Sanders & Grigsby, attorneys, the sum of	500.00
4.	To the plaintiff, Ernest Liggett, 1/15	285.38
5.	To Joe Richey, 1/15	285.38
6.	To Harry Richey, 1/30	142.69
7.	To Robert Richey, 1/30	142.69
8.	To Frank O. Richey, 1/30	142.69
9.	To Beatrice M. McDermott, 1/30	142.69
10.	To Mabel Frederick, 1/15	285.38
11.	To Lucy Pert Dumbauld, 1/15	285.38
12.	To Lola M. Weigel, 1/105	40.78
13.	To Hazel McNelly, 1/105	40.78
14.	To Ruth M. Schultz, 1/105	40.78
15.	To Cecil M. Stone, 1/105	40.78
16.	To Esther M. Spross, 1/105	40.78
17.	To Florence M. Minnick, 1/105	40.78
18.	To Clarence M. Montgomery, 1/105	40.78
19.	To Lillie Arthur, 1/15	285.38
20.	To Charles Liggett, 1/60	71.34
21.	To Wayne Liggett, 1/60	71.34
22.	To Wilma Wright, 1/60	71.34
23.	To Maxine Frazier, 1/60	71.34
24.	To Margaret O'Rourke, 1/15	285.38
25.	To Ralph Thomas, 1/30	142.69
26.	To Elizabeth James, 1/30	142.69
27.	To Helen Bayliss Adams, 1/15	285.38
28.	To Ralph Robinson, 1/45	95.13
29.	To Robert Robinson, 1/45	95.13
30.	To June R. Ruggles, 1/90	47.56
31.	To Richard Robinson, 1/90	47.56
32.	To Jane R. Eckerman, 1/15	285.38
33.	Arthur S. Robinson, 1/60	71.34
34.	To Lowell T. Robinson, 1/60	71.34
35.	To John B. Robinson, 1/60	71.34
36.	To Mary Grace Mathieson, 1/60	71.34
		$5050.00

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:
Sanders & Grigsby
Attorneys for Plaintiff.

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
DECREE FOR PARTITION
Effie F. Loy,
Plaintiff.
-vs-
Francis Loy, et al.,
Defendants.

Case No. 16616
Filed August 5, 1952

This cause coming on to be heard on the Petition and the Answer of Joseph B. Grigsby, Guardian Ad Litem of minor defendants, namely, Ruth Hayes, George E. Hayes and Floyd Lee Loy, and the waiver and consent to partition of all other defendants, all of whom have entered their appearance herein or have been duly served with summons, and the evidence, the Court finds that the Plaintiff is seized of and has legal right to the undivided one-third part of the premises described in said petition, and is entitled to hold the same in severalty; that the Defendants are tenants in common with her in the following proportions to-wit:

That the Defendants, Francis Loy, John H. Loy, George W. Loy, Geneva Petrich, Ruth Hayes, Calvin R. Loy and Floyd Lee Loy have an undivided 2/21 interest.

It is therefore adjudged and decreed that the said Effie F. Loy, Plaintiff, be endowed of one full one-third part of said premises and that subject thereto partition of said property be made in the proportions above designated, and that an order issue to the Sheriff of Union County commanding him that, by the oaths of Lee Wilkins, Elba Mathers, and Eugene Huber, three judicious distinterested freeholders of the vicinity, who are hereby appointed commissioners for that purpose, he set off to the plaintiff and the other codefendants aforesaid their aforesaid proportions of said estate in severalty; and of his proceedings make due return.

F. LeRoy Allen
Judge

JOURNAL ENTRY
The Central National Bank of Cleveland,
Plaintiff.
-vs-
Edwin E. Lewis and
Betty Jo Lewis, et al.,
Defendants.

Case No. 16254
Filed August 5, 1952

This day this cause came on to be heard on the motion of plaintiff for an alias order of sale and the court find from the petition of plaintiff, the answer and cross petition of D. R. Cooper, the answer and cross petition of Homer Hoewisher, the answer of Tom's Lunch, a partnership and the answer of Marblecliff Lumber Company and the prior Journal Entry in this action dated September 18, 1948, that as set forth in said Journal Entry the lien of the Plaintiff, Central National Bank of Cleveland is the first lien on said real estate; that the principal amount now due on the judgment heretofore awarded the plaintiff against the defendants Edwin E. Lewis and Betty Jo Lewis is Five Thousand Three Hundred Thirty-three and 31/100 ($5333.31) Dollars with accrued interest to date of Two Hundred Eighty Two and 67/100 ($282.67) Dollars, making a total due plaintiff of Five Thousand Six Hundred Fifteen and 98/100 ($5615.98) Dollars with interest at the rate of four and one half percent per annum from this date. That the defendant D. R. Cooper has the second lien on said premises for the sum of Two Thousand Nine Hundred Eighty-seven and 27/100 ($2987.27) Dollars with interest at the rate of six percent per annum from September 18, 1948, or a total amount as of this date of Three Thousand Six Hundred Eighty-one and 82/100 ($3681.82) Dollars.

The Court further find that from the records of this case the real estate has been twice appraised by the Sheriff in this cause and that on each of said appraisals dated September 24, 1948 and November 30, 1951, the real estate the subject of this action was appraised for a sum less than the amount of the first two liens; that the prior orders of sale were returned to permit subsequent lien holders to file answers in this action, but that none of said subsequent lien holders in their pleadings dispute the priority of the aforementioned plaintiff and D. R. Cooper; that the rights of redemption of the defendants, Edwin E. Lewis and Betty Jo Lewis by their failure to comply with prior journal entries have been forfeited and that the sale of the real estate should not be delayed further pending the determination of priorities of junior lienholders.

It is therefore ordered that the Clerk of this Court issue to the Sheriff of Union County, an order of sale commanding him to proceed without delay and cause to be appraised, advertised and sold according to law the real estate described in plaintiff's petition; that the determination of the priorities of junior lienholders shall be made in the journal entry confirming sale and ordering distribution of the proceeds.

F. LeRoy Allen
Common Pleas Judge

Approved by:
Sanders & Grigsby
Attorneys for Plaintiff.

JOURNAL ENTRY
Ona Reo Sparks,
Plaintiff.
-vs-
Ralph J. Sparks,
Defendant.

Case No. 17072
Filed August 6, 1952

This day this cause came on for hearing upon the Motion of the Plaintiff requesting an allowance for temporary alimony and support money during the pendency of this action and the Court being fully advised in the premises finds that said Motion is reasonable and should be granted.

It is, therefore, the order of this Court that this cause be assigned for hearing for Friday, August 15, 1952 at 10:00 o'clock A. M.

James F. Bell
JUDGE

APPROVED BY:
William L. Coleman
WILLIAM L. COLEMAN
ATTORNEY FOR PLAINTIFF.

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Goldie M. Wood,
R. R. #2, Richwood, Ohio,
Plaintiff.
-vs-
Merle Wood,
R. R. #2, Richwood, Ohio,
Defendant.

Case No. 17078
Filed August 7, 1952

This Cause came on to be heard on the 4th day of August, 1952, at 10:00 o'clock a.m., and the Court being fully advised in the premises, it is ordered that the Defendant, Merle Wood, pay $15.00 per week, on Monday of each week, beginning August 11, 1952 until the further order of this Court, or until a final determination of this case, as temporary alimony and support for the minor children herein, to the Clerk of Courts of Union County, Ohio.

It is further ordered that the Defendant, Merle Wood, is entitled to custody of the two minor children on each Sunday of each week from 1:00 o'clock p.m., to 5:00 o'clock p.m., as his right of visitation.

James F. Bell
Judge

ENTRY
Eula Boggs,
Plaintiff.
-vs-
Everett Boggs,
Defendant.

Case No. 17090
Filed August 7, 1952

Eula Boggs, plaintiff herein, having filed her motion for an order of Court directing the defendant to pay her prior to final hearing herein a reasonable sum for alimony and support, together with a reasonable sum for attorney fees in this cause; and an order restraining the defendant from molesting plaintiff and their children in the place where she now lives; for a temporary restraining order enjoining the defendant from selling, mortgaging, transferring or otherwise disposing of the property mentioned in the foregoing petition for divorce; it is hereby ordered that said motion be set for hearing before the Court at 10:00 o'clock A. M. August 15, 1952 and that the defendant be and he hereby is restrained from molesting said plaintiff and their children in the place where she now lives, and he hereby is enjoined from selling mortgaging, transferring or otherwise disposing of the property until further order of this Court.

James F. Bell

TO THE CLERK:
Let temporary restraining order be issued as prayed for until further order of this Court, no bond required.

James F. Bell

ENTRY
Cecil Leonard,
Plaintiff.
-vs-
Charles Spring, et al.,
Defendants.

Case No. 16880
Filed August 7, 1952

This cause came on for hearing upon the motion of the plaintiff, Cecil Leonard, to determine whether defendants Helen Hubbard, George W. Legner, John H. Leonard, Eliza L. Dagger, George Leonard, Arthur Legner, John Legner, Agnes Kruse Andler, Augusta Kruse Kline and Harry Howard Legner, and all other persons who have been made parties defendant hereto and who are also lineal descendants of Henry Leonard, deceased, are tenents in common with the plaintiff in the real estate described in the plaintiff's amended petition.

Now it appearing to the Court, after due consideration, of the evidence, that the defendants named above are lineal descendants of Henry Leonard and that said Henry Leonard was not a brother of the Isaac Leonard named in the amended petition of plaintiff, but was a brother of the Jacob Leonard named in said petition and was therefore an uncle of said Isaac Leonard, who was the father of Iona L. Robey, and that said defendants above mentioned are not tenants in common with plaintiff in said real estate.

It is therefore ordered and decreed that this action be dismissed with prejudice to any future action for partition of said real estate against said defendants above mentioned and that the amended answer and cross-petition of defendant Arthur Legner filed herein be dismissed with prejudice to any future action for partition of said real estate by said Arthur Legner against the plaintiff or any of the defendants to the amended petition of plaintiff who are not lineal descendants of said Henry Leonard.

James F. Bell
Judge
Sitting by assignment.

ENTRY
Cecil Leonard,
Plaintiff.
-vs-
Charles Spring, et al.,
Defendants.

Case No. 16880
Filed August 7, 1952

It having been shown to the satisfaction of the Court that W. H. Haner, one of the defendants in this action, died since the commencement hereof and that Vivien Campbell should be substituted in the place of W. H. Haner as a proper party, it is therefore ordered that this action be and the same is hereby revived, in the name of Vivien Campbell as one of the defendants.

James F. Bell
Judge
Sitting by Assignment.

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
State of Ohio
-vs-
F. Bruce Henderson,
Defendant.

Case No. 3275
Filed August 7, 1952

Indictment for issuing check with intent to defraud, G. C., 710-716.

This day came into Court the Prosecuting Attorney on behalf of the State of Ohio and the defendant coming into Court in custody of the Sheriff was inquired of by the Court if he was represented by an attorney; and if not if he desired the Court to appoint an attorney to represent him; and the defendant stating that he did not desire to be represented by an attorney he was then required to plead to the Indictment.

Whereupon, upon the reading of the Indictment by the Clerk the defendant acknowledged service of the Indictment and entered a plea of guilty.

The Court accepted said plea of guilty and inquired of Bruce Henderson if he had anything to say why judgment should not be pronounced against him; and he showed no good and sufficient cause why judgment should not be pronounced.

It is therefore, considered and adjudged by the Court that the said defendant stand convicted of the charge in the Indictment and that he pay the fine of One Hundred dollars and that he pay the costs of this prosecution.

It is further ordered that the said fine be, and is hereby suspended upon the future good behavior of the defendant and that the defendant stand committed to the jail of Union County, Ohio until the amount of said costs be paid, or be secured to be paid, or he be otherwise legally discharged.

James F. Bell
JUDGE

APPROVED BY:
Luther L. Liggett
Prosecuting Attorney

JOURNAL ENTRY
State of Ohio
-vs-
F. Bruce Henderson,
Defendant.

Case No. 3276
Filed August 7, 1952

Indictment for issuing check with intent to defraud, G. C., 710-716.

This day came into Court the Prosecuting Attorney on behalf of the State of Ohio and the defendant coming into Court in custody of the Sheriff was inquired of by the Court if he was represented by an attorney; and if not if he desired the court to appoint an attorney to represent him; and the defendant stating that he did not desire to be represented by an attorney he was then required to plead to the Indictment.

Whereupon, upon the reading of the Indictment by the Clerk the defendant acknowledged service of the Indictment and entered a plea of guilty.

The Court accepted said plea of guilty and inquired of Bruce Henderson if he had anything to say why judgment should not be pronounced against him; and he showed no good and sufficient cause why judgment should not be pronounced.

It is therefore, considered and adjudged by the Court that the said defendant stand convicted of the charge in the Indictment and that he pay the fine of One Hundred dollars and that he pay the costs of this prosecution.

It is further ordered that the said fine be, and is hereby suspended upon the future good behavior of the defendant and that the defendant stand committed to the jail of Union County, Ohio until the amount of said costs be paid, or be secured to be paid, or he be otherwise legally discharged.

James F. Bell
JUDGE

APPROVED BY:
Luther L. Liggett
Prosecuting Attorney

JOURNAL ENTRY
Donna Marie Huffman,
Plaintiff.
-vs-
Russell C. Huffman,
Defendant.

Case No. 17073
Filed August 12, 1952

Upon motion of the Plaintiff and for good cause shown this cause is dismissed without prejudice to a new action.

James F. Bell
JUDGE

APPROVED BY:
William L. Coleman
WILLIAM L. COLEMAN
ATTORNEY FOR PLAINTIFF

WILLIAM J. PORTER
ATTORNEY FOR DEFENDANT

JOURNAL ENTRY
IN RE:
OF THE APPEAL IN COUNTY DITCH NO. 1338 KNOWN AS THE MORRIS EXTENSION DITCH PETITIONED FOR BY BERNARD GRAY.

Case No. 17019
Filed August 14, 1952

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

On consideration of the Motion of the Board of County Commissioners of Union County, Ohio to strike plaintiff's petition and papers from the files and the evidence with respect thereto, the Court finds that the petition, bond and affidavit were not filed in accordance with Section 6468 of the General Code of Ohio and that the appeal in this matter was not perfected and that the Court finds it is without jurisdiction on the subject matter of this action.

It is therefore ordered that the Motion of the County Commissioners be and hereby is sustained and that the petition and papers filed herein be stricken from the files and that the action be and is hereby dismissed at plaintiff's costs, for which judgment is rendered against him; to which ruling plaintiff accepts.

It is further ordered and adjudged that plaintiff's Motion to dismiss be and is hereby accepted.

F. LeRoy Allen
JUDGE

APPROVED BY:
William L. Coleman
Attorney for Plaintiff.
Luther L. Liggett
Attorney for Defendant.

ENTRY
Donna Marie Drumm,
Plaintiff.
-vs-
Robert Drumm,
Defendant.

Case No. 16697
Filed August 15, 1952

This day, the parties hereto having been heretofore reconciled, on motion it is ordered by the Court that this cause be, and the same is hereby dismissed without prejudice to new actions, without record and at defendants costs.

James F. Bell
JUDGE

APPROVED:
Myers & Hoopes
Attorneys for Plaintiff.
William L. Coleman
Attorney for Defendant.

JOURNAL ENTRY
Frank I. Smith,
Plaintiff.
-vs-
Edna M. Smith,
Defendant.

Case No. 17057
Filed August 15, 1952

This day this cause came on to be heard on the Motion of the Defendant to dismiss her Motion to quash service of summons and upon consideration thereof the Court finds that said Motion is reasonable and should be granted.

It is, therefore, the order of this court that the Motion to quash service of summons heretofore filed by Edna M. Smith, the Defendant in this proceeding, be and the same is ordered dismissed, without prejudice and without record.

James F. Bell
JUDGE

APPROVED BY:
Sanders & Grigsby
SANDERS & GRIGSBY
ATTORNEYS FOR PLAINTIFF
William L. Coleman
WILLIAM L. COLEMAN
ATTORNEY FOR DEFENDANT

JOURNAL ENTRY
Eula Boggs,
Plaintiff.
-vs-
Everett Boggs,
Defendant.

Case No. 17090
Filed August 16, 1952

This cause came on for hearing on the Motion of the plaintiff for alimony and support pending this action together with a Motion for payment of plaintiff's attorney fees and temporary injunction; and the parties having appeared before the Court and upon consideration of the evidence, it is ordered that the defendant pay to the Clerk of Courts of Union County, Ohio the sum of fifteen dollars ($150.00) each week, beginning Saturday, August 16, 1952 during the pendency of this action or until otherwise ordered by the Court; and that the defendant pay to the said plaintiff prior to final hearing herein the sum of one hundred dollars ($100.00) for her attorney fees for this action.

It is further ordered by the Court that the defendant make the mortgage payments on their home in Irwin, Ohio in the amount of fifteen dollars ($150.00) per month until further order of this Court.

It is the further order of this Court that the defendant be and he hereby is restrained from molesting the plaintiff and their children in the place where they now reside, and he hereby is enjoined from selling, mortgaging, transferring or otherwise disposing of the parties' house and lot in Irwin and the household goods. Defendant is granted the right to visit the parties' children at their home in Portsmouth, Ohio each Saturday from twelve noon (12 noon) until six o'clock P. M.

James F. Bell
JUDGE

APPROVED BY:
Luther L. Liggett
Attorney for Plaintiff.

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Ona Reo Sparks
Box 58
Plain City, Ohio.,
Plaintiff.
-vs-
Ralph J. Sparks
c/o Mrs. D. L. Sparks
S. Chillicothe Street
Plain City, Ohio.,
Defendant.

Case No. 17072
Filed August 18, 1952

This day this cause came on to be heard upon the Motion of the Plaintiff for the Court to fix temporary alimony and support money and the Court being fully advised in the premises finds that the Defendant has been properly served and notified of said hearing.

Upon consideration thereof the Court finds that the Defendant has sufficient earnings or property to pay for the support of his children. It is, therefore, the order of this Court that beginning Saturday, August 16th, 1952 - said defendant is ordered to pay the sum of Fifteen Dollars ($15.00) per week through the Clerk of this Court for the support of said children, that in addition thereto he pay all loans upon the furniture and household goods, and that in addition thereto he pay through the Clerk of this Court for Plaintiff's attorney the sum of One Hundred Dollars ($100.00) as expense money pending this proceeding.

James F. Bell
JUDGE

APPROVED BY:
William L. Coleman
WILLIAM L. COLEMAN
ATTORNEY FOR PLAINTIFF.

JOURNAL ENTRY
Frank I. Smith,
Plaintiff.
-vs-
Edna M. Smith,
Defendant.

Case No. 17057
Filed August 23, 1952

This cause came on for hearing this 14th day of August, 1952, on the petition of plaintiff and the defendant being in default for answer or demurrer to said petition the court finds that the allegations thereof are confessed by her to be true; the court further finds that defendant has been duly served with process and has notice of this action in compliance to law.

The court finds from the evidence that the plaintiff is and was for at least one year immediately preceding the commencement of this action a bonafide resident of the State of Ohio and that he is and was for at least ninety days immediately before the commencement of this action a bonafide resident of Union County, Ohio, and that part of the cause of action stated in the petition arose in said county.

The court further finds that the parties were married as alleged in the petition and that there is one child issue of said marriage, namely Harrison Latimer Smith who was born on the 14th day of May, 1949.

The court further find that the defendant has been guilty of gross neglect of duty as alleged in the petition and that by reason thereof plaintiff is entitled to a divorce.

The court further find that the defendant is now a resident of the District of Columbia and has in her custody the child of the parties and it is ordered that the defendant have exclusive care, custody and control of said child; plaintiff to have the right of visitation at all reasonable times.

The court further find that the parties hereto have entered into a separation agreement, a copy of which is attached to this entry, and the court does hereby approve and confirm the same.

It is, therefore, ordered, decreed and adjudged that the plaintiff be and he hereby is granted a divorce from the defendant and the marriage contract is hereby dissolved and both parties hereto are released from its obligations. It is ordered that the plaintiff pay the costs of this action.

James F. Bell
COMMON PLEAS JUDGE

APPROVED:
Sanders & Grigsby
Sanders & Grigsby
Attorneys for Plaintiff
William L. Coleman
Attorney for Defendant

SEPARATION AGREEMENT

This Agreement, made and concluded at Marysville, Ohio this 2nd day of August, 1952, by and between Frank I. Smith and Edna M. Smith, husband and wife, witnesseth:

That, whereas, unfortunate circumstances and differences have arisen between the parties hereto rendering it impossible for them to live together, and said parties have agreed upon an immediate separation, and,

Whereas, the said Frank I. Smith has this day paid to the said Edna M. Smith, the sum of One Thousand Dollars ($1,000.00), the receipt of which is hereby acknowledged by the said Edna M. Smith, and has assigned, conveyed and transferred to her any and all right, title and interest which he may have to any real or personal property now under her control, and,

Whereas, the said Edna M. Smith has this day released all right, title and interest to any and all real or personal property under the custody or control of the said Frank I. Smith, including his farm located in Millcreek Township, Union County, Ohio;

Now, therefore, in consideration of the premises the said Edna M. Smith hereby releases the said Frank I. Smith from all obligations of future support for herself and she does further release and relinquish unto the said Frank I. Smith, his executors, administrators or assigns, all rights or claims by way of dower, inheritance, descent in and to the real property of the said Frank I. Smith now owned or hereafter acquired and any and all rights or claims to a distributive share of his personal estate now owned or hereafter acquired and all claims for an allowance for twelve months' support and to reside in his mansion house and all rights or claims as widow, heir, distributee, survivor and next of kin in and to the estate of the said Frank I. Smith, whether real or personal and whether now owned or hereafter acquired and all other rights and claims of every kind and nature airsing or growing out of said marriage relation.

And the said Edna M. Smith, for the consideration aforesaid and in consideration of the agreements of the said Frank I. Smith herein contained, does further covenant and agree that she will not in any manner incurr or contract any debts on the credit of the said Frank I. Smith and will not incur any liabilities on his behalf; that in any divorce action now pending or hereafter filed she will not ask or apply for any allowance for counsel fees or alimony that the sum paid this day shall be in full satisfaction of all such claims and demands.

In consideration whereof the said Frank I. Smith hereby convenants and agrees that the said Edna M. Smith shall have the sole and exclusive custody and control of the minor child of the parties, to-wit: Harris Lattimer Smith, and that the sum paid this date shall constitute permanent support for said child and that all other obligations for support will be assumed by the said Edna M. Smith.

And the said Edna M. Smith, for the consideration aforesaid, agrees that the said Frank I. Smith shall be at full liberty to dispose of all his property realand personal, by last will and testament, free from any claim, interest or right in favor of the said Edna M. Smith, and that, upon his death, all of his property which shall not have been so disposed of shall descent to, vest in and be distributed to, such person or persons as would be entitled thereto, by the statutes of descent and distribution of the State of Ohio then in effect, had the said Edna M. Smith died during the life of the said Frank I. Smith.

And the said Frank I. Smith, for the consideration aforesaid, does hereby release and relinquish to the said Edna M. Smith, her heirs, executors, administrators and assigns, all rights or claims of dower, inheritance, descent, distribution, and allrights or claims as widower, heir, distributee, survivor, or next of kin, and all other rights or claims, in any manner arising or growing out of the marriage relation now existing between said parties in or to the estate of the said Edna M. Smith, real, personal or mixed, now owned or hereafter acquired; but by these presents the said Frank I. Smith shall be forever barred therefrom.

Witness the hands of said Edna M. Smith and Frank I. Smith the day and year first above written.

SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF:
As to Edna M. Smith:
S/ Betty Crane
1152 National Press Building
S/ Oliver Lloyd Onion
1152 National Press Building
Washington, D. C.

S; Edna M. Smith
EDNA M. SMITH
Frank I. Smith
FRANK I. SMITH

Gwynn Sanders, witness as to Frank I. Smith.
Beula L. Kreakbaum, witness as to Frank I. Smith.

STATE OF OHIO, COUNTY OF UNION, SS:

Personally appeared before me, a Notary Public in and for the State of Ohio, the above named Frank I. Smith, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Marysville, Ohio this 2nd day of August, 1952.

(SEAL)

Gwynn Sanders
NOTARY PUBLIC, STATE OF OHIO
MY. COMM. EXP: 6-4-54

UNITED STATE OF AMERICA, DISTRICT OF COLUMBIA, SS:

Personally appeared before me, a Notary Public in and for the District of Columbia, the above named Edna M. Smith, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Washington, District of Columbia.

(SEAL)

S/ Pauline E. Goebel
NOTARY PUBLIC, DISTRICT OF COLUMBIA
MY COMM. EXP. May 14, 1956.

ENTRY

Robert L. Davis,
Marysville, Ohio.,
Plaintiff.
-vs-
Mary Jane Davis,
Marysville, Ohio.,
Defendants.

Case No. 17074
Filed August 25, 1952

This cause came on this day to be heard on the petition, the return of the Sheriff, the evidence, and the argument of counsel; and upon consideration thereof, the Court, being fully advised in the premises, find that the plaintiff, Robert L. Davis, at the time of the filing of his petition herein, had been a resident of the State of Ohio for one year next proceeding the same, and was at that time, and had been for more than ninety days, and now is a bona fide resident of Union County, Ohio, and that the parties hereto were married, as in said petition set forth.

The Court further find, upon the evidence adduced, that the defendant, Mary Jane Davis has been guilty of 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 Robert L. Davis and Mary Jane Davis be, and the same hereby is, dissolved, and both parties are released from the obligations of the same.

It is further ordered that the plaintiff retain, possess and enjoy as his own his 1936 Two door Chevrolet Sedan and certain household goods, subject to existing liens, if any.

It is further ordered and decreed that the custody, care, education, and control of the said child of the parties hereto, James Robert Davis, born December 2, 1950, be, until further order, confided to the said Robert L. Davis exlusively. But it is hereby ordered that the same Mary Jane Davis shall have the privilege of visiting said child at any reasonable time.

It is further ordered by the Court that these proceedings be recorded and that the plaintiff pay the costs hereof.

James F. Bell
JUDGE

ENTRY

Delbert Jackson,
Raymond, Ohio.,
Plaintiff.
-vs-
Annabell Jackson,
Raymond, Ohio.,
Defendant.

Case No. 17076
Filed August 25, 1952

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

This cause came on this day to be heard on the petition, the return of the Sheriff, the evidence, and the argument of counsel; and upon consideration thereof, the Court, being fully advised in the premises, find that the plaintiff, Delbert Jackson, at the time of the filing of his petition herein, had been a resident of the State of Ohio for one year next preceding the same, and was at the time, and had been for more than ninety days, a bonafide resident of Union County, Ohio, and that the parties hereto were married, as in said petition set forth.

The Court further find, upon the evidence adduced, that the defendant, Annabell Jackson, has been guilty of 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 Delbert Jackson and Annabell Jackson be, and the same hereby is, dissolved, and both parties are released from the obligations of the same.

It further appearing to the Court from the evidence adduced that the parties hereto having heretofore agreed in writing as to the division of their property rights, both real and personal, and having agreed as to who should have the care, custody, control and education of their said child, until and unless otherwise ordered by the Court, therefore said contract is approved by the Court, which contract dated Julyll, 1952 is in part as follows:

"Whereas, the said Delbert Jackson has this day paid to the said Annabell Jackson the sum of $25.00, the receipt of which is hereby acknowledged, and has agreed to pay to her the further sums of $25.00 July 19, 1952 and each Saturday thereafter until a total of $150.00 has been paid to her, and has further agreed to pay her an additional sum of Four hundred fifty dollars, ($450.00) upon the granting by the Court of a divorce to the said Delbert Jackson, incorporating the terms of this agreement:

In consideration whereof the said Annabell Jackson hereby covenants and agrees that the said Delbert Jackson shall have the sole and exclusive custody, control and care of the child of the parties hereto, namely Larry Jackson, with the exception that the said Annabell Jackson shall have the right of custody of their said child every other Sunday, beginning July 20, 1952 from the hours of 9:00 A. M. until 7:00 P. M., said Annabell Jackson to come for and return said child to the residence of the said Delbert Jackson.

It is further agreed that the said Annabell Jackson shall own and hold as her own all her personal effects and the said Delbert Jackson shall own and hold all of their said household furniture and equipment, his Henry J automobile; and the said Annabell Jackson agrees at any time as requested by the said Delbert Jackson to sign and transfer by good and sufficient deed any or all real estate owned by the saiddparties, or either of them, or to sign any mortgage on any of said real estate owned by the parties hereto, at any time following the signing of this agreement, whether before or after any decree of divorce involving said parties."

It is further ordered by the Court that the plaintiff pay the costs of this proceeding, taxed at $10.15, and that said proceedings be recorded.

JamesF. Bell
JUDGE

NOLLE PROSEQUI

The State of Ohio
-vs-
Elmer Lee Schultz,
Defendant.

Case No. 3308
Filed August 25, 1952

This day came the Prosecuting Attorney on behalf of the State, and in open Court, for good cause shown, with leave of Court, entered a nolle prosequi on the above indictment.

Luther L. Liggett
Prosecuting Attorney

JUDGEMENT ENTRY

Ray Latham,
Plaintiff.
-vs-
Paul S. Zwayer,
Defendant.

Case No. 16118
Filed September 2, 1947

This day came the plaintiff, by his attorney; also appeared in open court, for and on behalf of said defendant, William J. Porter, 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 Four Hundred and Eighteen dollars and Eighty cents, being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and released and waived all exceptions, errors and right of appeal in the premises.

It is therefore considered that said plaintiff recover from said defendant the sum of Four Hundred and Eighteen dollars and Eighty cents, being the amount of said note and unpaid interest due thereon from the lst day of September, 1944 to date of judgment; and also recover his costs herein expended, taxed at $, and interest on said judgment at per cent. per annum, from said date of judgment until paid.

Richard L. Cameron, Judge.

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Frederick G. Trees,
Plaintiff.
-vs-
Delores Trees,
Defendant.

Case No. 16837
Filed September 3, 1952

This day this cause came on for hearing upon the pleadings, evidence, and arguments of counsel, On consideration thereof, the Court, being duly advised in the premises, finds that the Defendant has beem duly advised in the premises, finds that the Defendant has been duly and legally served with summons and a copy of the Petition herein.

The Court further finds that the Plaintiff at the time of filing his Petition had been a resident of the State of Ohio for more than one year prior thereto and was at the time of filing said Petition and for more than ninety days immediately preceding a bonafide resident of Union County, Ohio, and that the parties were married on the 3rd day of June, 1950 as set forth in said Petition.

The Court further finds, upon the evidence adduced, that the Defendant has been guilty of gross neglect of duty toward the Plaintiff and by reason thereof the Plaintiff is entitled to a divorce as prayed for.

It is, therefore, ordered and adjudged by the Court that the marriage contract heretofore existing between the saif Frederick G. Trees and Delores Trees, be, and the same is hereby dissolved, and both parties are released from the obligations of the same.

It is further ordered and adjudged by the Court that the Defendant be, and she hereby is, restored to her former name of Delores Wright.

It is further found by the Court that the parties hereto have entered into a Separation Agreement on or about the 23rd day of April, 1952, settling all of their property rights and said Agreement is hereby approved and made a part hereof.

It is further ordered that the Plaintiff pay the costs of this proceding.

James F. Bell, Judge.

APPROVED BY:
William L. Coleman
Attorney for Plaintiff.
Sanders & Grigsby
Attorneys for Defendant.

NOLLE PROSEQUI
The State of Ohio,
-vs-
Emmett Evans,
Defendant.

Case No. 3309
Filed September 3, 1952

This day came the Prosecuting Attorney on behalf of the State, and in open Court, for good cause shown, with leave of Court, entered a nolle prosequi on the above Indictment.

Luther L. Liggett
Prosecuting Attorney.

JOURNAL ENTRY ON VERDICT
John Edelblute,
Plaintiff.
-vs-
Lester Jewett, Mary Jewett,
and Richard Jewett,
Defendants.

Case No. 16574
Filed June 10, 1950

The Jury in this cause being as follows:
Richard Bishop
Lura Ehret
Ruth Elliott
Burdena Burroughs
Elinor Davis
Victor Renner
Ivan Sabins
A. H. Durnell
Stanley Thomas
James Randall
Gertrude Stierhoff
C. M. Trees

having on the 10th day of June, 1950, being this term of Court, rendered a verdict for the three defendants herein and no motion for new trial having been made, it is therefore ordered by the Court that the money heretofore deposited with said Court in the sum of One Thousand Eighty-five Dollars and Forty cents ($1085.40) be released by the Clerk of this Courts to the Defendants or their attorney forthwith.

It is further ordered by the Court that the said Defendants go hence without day, and recover from the Plaintiffs their costs herein expended. Exceptions noted for the Plaintiff.

F. LeRoy Allen
JUDGE

APPROVED BY:
Luther L. Liggett
Attorney for Plaintiff.
Richard L. Cameron
Attorney for Defendant.

ENTRY
W. E. Hall & W. J. Renner,
d/b/a Hall & Renner,
Plaintiff.
-vs-
The New York Central Railroad,
Defendant.

Case No. 16934
Filed September 4, 1952

On motion of the defendant it is ordered that this cause be dismissed with prejudice to any future action.

F. LeRoy Allen
JUDGE

APPROVED:
Clifton L. Caryl, Attorney for Plaintiff.
C. A. Hoopes, Attorney for Defendant.

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
THE STATE OF OHIO,
-vs-
Lewis H. Sanders,
Defendant.

Case No. 3273
Filed September 4, 1952

This day this cause came on to be heard upon the Application of the defendant for his discharge from the crime charged in the indictments herein for the reason that there have been more than two terms of Court since the arrest and commitment of the defendant under said indictment and that there has been no continuance of a trial under said indictment with the consent of the defendant.

And the Court being fully advised in the premises find that the allegations of said application to be true, and further find that the prosecuting witness does not desire to prosecute the case,and said application is, therefore, sustained.

It is, therefore, considered by the Court that the defendant Lewis H. Sanders, be, and he hereby is, discharged from the alleged crime charged in the indictment herein and said indictment is nolled.

F. LeRoy Allen
JUDGE

APPROVED:
LUTHER L. LIGGETT
PROSECUTING ATTORNEY
C. A. HOOPES
ATTORNEY FOR DEFENDANT.

JOURNAL ENTRY
In the matter of the resignation
of Enno Rausch as Court Bailiff.

Filed September 2, 1952

Judge F. LeRoy Allen:

Please accept my resignation to become effective August 31st, 1952, as I am going back to my old job at the Salter Manufacturing Company.

Thanks for the experience I have had while working for you.

Enno Rausch
Enno Rausch

September 2nd, 1952.

Received and accepted and ordered made a part of the Court Records as provided by law.

F. LeRoy Allen
Judge

JOURNAL ENTRY
Grace Shaw, a minor,
by Eldridge Dangler, her
father and next friend.,
Plaintiff.
-vs-
Richard Shaw,
Defendant.

Case No. 17097
Filed September 6, 1952

Upon motion of Lloyd George Kerns, Attorney for Plaintiff, herein, this cause is dismissed without record at cost of Plaintiff.

F. LeRoy Allen
JUDGE OF COMMON PLEAS COURT

APPROVED BY:
Lloyd George Kerns
ATTORNEY FOR PLAINTIFF

JOURNAL ENTRY
William O. Robertson,
Richwood, Ohio.,
Plaintiff.
-vs-
Emma Jane Robertson,
Richwood, Ohio.,
Defendant.

Case No. 17094
Filed September 6, 1952

Upon motion of Lloyd George Kerns, Attorney for Plaintiff, herein, this cause is dismissed without record at cost of Plaintiff.

F. LeRoy Allen
JUDGE OF COMMON PLEAS COURT

APPROVED BY:
Lloyd George Kerns
Attorney for Plaintiff.

JOURNAL ENTRY
Helen Virginia Gingerick,
Plaintiff.
-vs-
Alvin A. Gingerick,
Defendant.

Case No. 16897
Filed September 6, 1952

Upon motion by Plaintiff's Attorney it is ordered that this cause be dismissed without record and without prejudice. Costs paid.

F. LeRoy Allen
JUDGE

APPROVED BY:
William L. Coleman
William L. Coleman
Attorney for Plaintiff.

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
William Patrick,
Plaintiff.
-vs-
Awanda Jean Patrick,
Defendant.

Case No. 16916
Filed September 6, 1952

Upon motion of the Plaintiff it is ordered that this cause be dismissed without record, without prejudice, costs paid.

F. LeRoy Allen
JUDGE

APPROVED BY:
William L. Coleman
WILLIAM L. COLEMAN
ATTORNEY FOR PLAINTIFF

JOURNAL ENTRY
M. V. Brelsford,
Plaintiff.
-vs-
Bernard Guy,
Defendant.

Case No. 16997
Filed September 6, 1952

This cause having been settled by and between the parties, it is ordered that the same be dismissed without record and without prejudice, costs paid.

F. LeRoy Allen
JUDGE

APPROVED BY:
William L. Coleman
WILLIAM L. COLEMAN
ATTORNEY FOR PLAINTIFF.

JOURNAL ENTRY
In the matter of the appeal on County
Ditch No. 1323 petitioned for by
W. E. Winter, et al.,

Case No. 16706
Filed September 6, 1952

It is ordered that this cause be dismissed without record and without prejudice.

F. LeRoy Allen
JUDGE

APPROVED BY:
William L. Coleman
WILLIAM L. COLEMAN, ATTORNEY FOR APPLICANT.
Luther L. Liggett
LUTHER L. LIGGETT, PROSECUTING ATTORNEY.

JOURNAL ENTRY
A. J. Rausch,
Plaintiff
-vs-
Fred McBride and Floyd Grubbs,
dba Marysville Truck and Auto Service.,
Defendants.

Case No. 16902
Filed September 6, 1952

And now this cause being heard upon the pleadings filed in the case and the motion of the Plaintiff for judgment thereon, the Court finds that said Plaintiff is entitled to a judgment upon the statements in the pleadings and that the Defendants are indebted to the Plaintiff in the sum of $803.19.

It is, therefore, considered by the Court that the Plaintiff recover from the Defendants the said sum of $803.19, together with interest at 6% from this date and for his costs herein expended.

F. LeRoy Allen
JUDGE

APPROVED BY:
William L. Coleman
WILLIAM L. COLEMAN
ATTORNEY FOR PLAINTIFF.

JOURNAL ENTRY
Oliver Bright,
Plaintiff.
-vs-
Isaac Bright, et al.,
Defendants.

Case No. 16125
Filed September 6, 1952

Upon motion by counsel for the Plaintiff and counsel for the Defendant, this cause is dismissed without record, without prejudice.

F. LeRoy Allen
JUDGE

APPROVED BY:
William L. Coleman
ATTORNEY FOR PLAINTIFF
WILLIAM L. COLEMAN
Gwynn Sanders
ATTORNEY FOR DEFENDANT
GWYNN SANDERS

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Thurman Sheppard, dba
Marysville Lumber Company.,
Plaintiff.
-vs-
Mack Hall,
Defendant.

Case No. 16193
Filed September 6, 1952

This cause being heard upon the pleadings filed in the case and the motion of the Plaintiff for judgment thereon, the Court finds that said Plaintiff is entitled to a judgment upon the statements in the pleadings and that the Defendant is indebted to the Plaintiff in the sum of $239.65.

It is, therefore, the order of this Court that the Plaintiff recover from the Defendant, the sum of $239.65, together with interest from this date at six per cent and for his costs herein expended.

F. LeRoy Allen
JUDGE

APPROVED BY:
William L. Coleman
William L. Coleman
Attorney for Plaintiff.

ENTRY
The Standard Oil Company,
Plaintiff.
-vs-
Bernard E. Guy,
Defendant.

Case No. 17038
Filed September 6, 1952

This day this cause came on to be heard upon the petition of the plaintiff and it appearing to the Court that the defendant has been duly served with process according to law and is in default for answer and demur to the petition, the Court find that the allegations of the petition are thereby confessed by him to be true and that there is due plaintiff upon the account set forth in the petition the sum of $155.96 with interest from September 6, 1952.

It is, therefore, considered by the Court that the plaintiff recover from the defendant the sum of $155.96 with interest and costs as aforesaid and execution is awarded therefore.

F. LeRoy Allen
JUDGE

APPROVED:
C. A. Hoopes
Attorney for Plaintiff.

JOURNAL ENTRY
Order as to Compiling
Annual Jury List.

Filed August 1, 1952

Court of Common Pleas, Union County, Ohio.
August 1, 1952.
To the Commissioners of Jurors of said County:

You are hereby ordered to compile from the list of Electors, furnished under the provisions of the Jury Code, a list of 363 names of judicious and discreet persons having the qualifications of electors of said county, and competent in every respect to serve as Jurors, which list shall constitute the Annual Jury List for the Jury year beginning August 1, 1952.

Said list to be selected as nearby as may be from the several precincts, districts and townships in proportion to their respective population.

F. LeRoy Allen, Judge

JOURNAL ENTRY
Order fixing number of
jurors to be drawn.

Filed September 6, 1952

COURT OF COMMON PLEAS
Union County, Ohio, September 6, 1952.
In Re
Drawing Jurors.

It is ordered that the number of Jurors to be drawn for the September Term, 1952, of this Court be, and is hereby fixed at 18 for the Grand Jury and 25 for the Petit Jury.

F. LeRoy Allen
Judge

JOURNAL ENTRY
Noah S. Green,
Plaintiff.
-vs-
Amos Gregg,
Defendant.

Case No. 16549
Filed September 9, 1952

Case dismissed; no record; costs paid.

F. LeRoy Allen
JUDGE

APPROVED:
Clifton L. Caryl, Attorney for Plaintiff.

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Ned Davis, dba Davis Cab Company, Marysville, Ohio.,
Plaintiff.
-vs-
Progressive Mutual Insurance Company, 508 Auditorium Bldg. Cleveland 14, Ohio.,
Defendant.

Case No. 16251
Filed September 9, 1952

Case dismissed; No record; Plaintiff's costs.

F. LeRoy Allen
JUDGE

APPROVED:
Clifton L. Caryl, attorney for plaintiff.

JOURNAL ENTRY
Clyde Kunce,
Plaintiff.
-vs-
John Lee Parr, Jr.,
Defendant.

Case No. 16828
Filed September 9, 1952

Case settled and dismissed; costs paid. No record.

F. LeRoy Allen
JUDGE

APPROVED:
Clifton L. Caryl
Attorney for Plaintiff.

JOURNAL ENTRY
Ailene Barker,
Plaintiff.
-vs-
Glenn Barker,
Defendant.

Case No. 16265
Filed September 9, 1952

Case dismissed at Plaintiff's costs. No record.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED:
Clifton L. Caryl
Plaintiff's Attorney

JOURNAL ENTRY
Nellie Goldsberry,
Plaintiff.
-vs-
Walter Goldsberry,
Defendant.

Case No. 16680
Filed September 9, 1952

Case dismissed; no record; plaintiff's costs.

F. LeRoy Allen
JUDGE

APPROVED BY:
Clifton L. Caryl
Attorney for plaintiff.

JOURNAL ENTRY
Gusta Jean Mayberry,
Plaintiff.
-vs-
William T. Mayberry,
Defendant.

Case No. 16666
Filed September 10, 1952

Case dismissed. Costs paid. No record.

F. LeRoy Allen
JUDGE

APPROVED:
Sanders & Grigsby
Attorneys for Plaintiff.

JOURNAL ENTRY
Walter Nicol and Gerald Nicol, dba Nicols Market, Raymond, Ohio.,
Plaintiffs.
-vs-
Blair Mayfield and Rosella Mayfield.,
Defendants.

Case No. 16791
Filed September 10, 1952

Case settled and dismissed. No record.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED:
Sanders & Grigsby
Attorneys for Plaintiffs.

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Carl Moder,
Plaintiff.
-vs-
Amos Gilbert,
Defendant.

Case No. 16556
Filed September 10, 1952

Case dismissed; no record; costs paid.

F. LeRoy Allen
JUDGE

APPROVED:
Clifton L. Caryl
Attorney for Plaintiff.

JOURNAL ENTRY
Harley Gant, DBA Gant Motor
Sales, Mechanicsburg, Ohio.,
Plaintiff.
-vs-
Joe Justice and Lizzie Justice,
R. F. D. Milford Center, Ohio.,
Defendants.

Case No. 16703
Filed September 10, 1952

Now comes the Plaintiff by his attorney and the defendants being in default for Answer or Demurrer or other pleading, the Court finds that the allegations of the Petition are confessed by them to be true and find that the defendants, Joe Justice and Lizzie Justice are indebted to the Plaintiff, Harley Gant, DBA Gant Motor Sales, Mechanicsburg, Ohio, in the sum of Three hundred Forty-three ($343.00) Dollars with interest from the 29th day of November, 1948.

It is further considered by the Court that the said Plaintiff recover from the defendants, the sum of $343.00 fromthe 29th day of November, 1948, and his costs herein expended.

F. LeRoy Allen
JUDGE

APPROVED BY:
Clifton L. Caryl
Attorney for Plaintiff.

_____
Attorney for Defendants.

JOURNAL ENTRY
Clara McFarland,
Plaintiff.
-vs-
W. H. Graham and
Minnie Graham.,
Defendants.

Case No. 15972
Filed September 10, 1952

Case dismissed, no record, costs paid.

F. LeRoy Allen
JUDGE

APPROVED BY:
Myers & Hoopes
Attorney for Plaintiff
Clifton L. Caryl
Attorney for Defendants.

ORDER - JOURNAL ENTRY
Anabel W. Haines,
Plaintiff.
-vs-
John B. Haines,
Defendant.

Case No. 17107
Filed September 10, 1952

The Defendant is restrained from disposing of any of his property until a final determination of this cause and the Defendant is ordered to appear at 10:00 o'clock A. M. on Saturday, September 20th, 1952 in the Common Pleas Court room, Marysville, Ohio for the purpose of determining temporary alimony and support until a final determination of this cause.

F. LeRoy Allen
JUDGE

JOURNAL ENTRY
Thelma N. Fladt,
Plain City, Ohio.,
Plaintiff.
-vs-
Lutrelle Fladt,
Plain City, Ohio.,
Defendant.

Case No. 16517
Filed September 10, 1952

Upon motion of the plaintiff, this case is dismissed without record. Plaintiff to pay costs.

F. LeRoy Allen
JUDGE

APPROVED:
Gilbert Kirby
Attorney for Plaintiff.

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Lawrence Dolan,
Plaintiff.
-vs-
Mack Hall, et al.,
Defendants.

Case No. 16981
Filed September 11, 1952

Now comes the plaintiff by his entry and the defendants, Mack Hall and Effie Hall being in default for answer and demur, the Court find that the allegations of the petition and cross petition of the Citizens Federal Savings and Loan Association are true; that there is due plaintiff from the defendants Mack Hall and Effie Hall, on the account for material furnished and labor performed as set forth in the petition the sum of $159.64, and that the same is a lien on the premises described in the petition by reason of the mechanic lien therein described as recorded in Mechanic Lien record book 6, page 320; and that the plaintiff is entitled to have said lien enforced.

The Court further find that there is due the defendant, The Citizens Federal Savings and Loan Association upon the note set forth in its cross petition the sum of $2782.17, with interest from the September 30th; that in order to secure the payment of said note said defendants, MackHall and Effie Hall executed and delivered to said defendant their mortgage deed as in its cross petition described and upon the premises described in the petition; that said mortgage was filed for record with the Recorder of Union County on May 28, 1951 at 2:15 P. M. and is recorded in Book 139, page 389 of the Mortgage Records of said County and is the first and best lien upon said premises.

It is, therefore, considered that the plaintiff, Lawrence Dolan, recover from the defendant said sum of $159.64 together with his costs and that unless said judgment is paid within three (3) days from the entry hereof, an order of sale issue to the Sheriff of Union County commanding him to sell said premises as upon execution, and of his proceedings to make due return to this Court.

F. LeRoy Allen
JUDGE

APPROVED:
C. A. Hoopes
Attorney for Plaintiff and The
Citizens Federal Savings and Loan Assn.

JOURNAL ENTRY
Mary A. Johnson,
Plaintiff.
-vs-
Warner L. Johnson,
Defendant.

Case No. 16063
Filed September 12, 1952

The parties having become reconsiled, it is ordered that the cause be dismissed without prejudice, costs paid.

F. LeRoy Allen
JUDGE

APPROVED BY:
William L. Coleman
WILLIAM L. COLEMAN
ATTORNEY FOR PLAINTIFF

WILLIAM J. PORTER
ATTORNEY FOR DEFENDANT.

JOURNAL ENTRY
Leona G. Crabbe,
Plaintiff.
-vs-
The Industrial Commission of Ohio.,
Defendant.

Case No. 17110
Filed September 11, 1952

Case settled and dismissed by agreement of parties; no record; costs to be paid by defendant.

F. LeRoy Allen
JUDGE

APPROVED:
William L. Coleman
John S. Mitchell
For the Plaintiff
C. William O'Neil
By Assistant Attorney General
For the Defendant.

ENTRY
State of Ohio
-vs-
Ernest Gilbert,
Defendant.

Case No. 3244
Filed September 11, 1952

This cause came on to be heard on the Motion of the state to renew the recognizance of the accused; it is therefore ordered that said defendant do forthwith, on or before the 15th of September, 1952 enter into a new recognizance in the amount of the present one, for his appearance at the next term of this Court, at the call of said Court, to answer the charge against him; and in default thereof, that he be committed to the jail of this county.

F. LeRoy Allen
JUDGE

APPROVED BY:
Luther L. Liggett
PROSECUTING ATTORNEY

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
State of Ohio
-vs-
Glenn Gilbert,
Defendant.

Case No. 3245
Filed September 11, 1952

This cause came on to be heard on the Motion of the state to renew the recognizance of the accused; it is therefore ordered that said defendant do forthwith, on or before the 15th day of September, 1952 enter into a new recognizance in the amount of the present one, for his appearance at the next term of this Court, at the call of said Court, to answer the charge against him; and in default thereof, that he be committed to the jail of this county.

F. LeRoy Allen
JUDGE

APPROVED BY:
Luther L. Liggett
PROSECUTING ATTORNEY

ENTRY
State of Ohio
-vs-
Glenn Gilbert,
Defendant.

Case No. 3246
Filed September 11, 1952

This cause came on to be heard on the Motion of the state to renew the recognizance of the accused; it is therefore ordered that said defendant do forthwith, on or before the 15th day of September, 1952 enter into a new recognizance in the amount of the present one, for his appearance at the next term of this Court, at the call of said Court, to answer the charge against him; and in default thereof, that he be committed to the jail of this county.

F. LeRoy Allen
JUDGE

APPROVED BY:
Luther L. Liggett
PROSECUTING ATTORNEY

ENTRY
State of Ohio
-vs-
John Garvey,
Defendant.

Case No. 3255
Filed September 11, 1952

This cause came on to be heard on the Motion of the state to renew the recognizance of the accused; it is therefore ordered that said defendant do forthwith, on or before the 15th day of September, 1952 enter into a new recognizance in the amount of the present one, for his appearance at the next term of this Court, at the call of said Court, to answer the charge against him; and in default thereof, that he be committed to the jail of this county.

F. LeRoy Allen
JUDGE

APPROVED:
Luther L. Liggett
PROSECUTING ATTORNEY

ENTRY
State of Ohio
-vs-
James Garvey,
Defendant.

Case No. 3249
Filed September 11, 1952

This cause came on to be heard on the Motion of the state to renew the recognizance of the accused; it is therefore ordered that said defendant do forthwith, on or before the 15th day of September, 1952 enter into a new recognizance in the amount of the present one, for his appearance at the next term of this Court, at the call of said Court, to answer the charge against him; and in default thereof, that he be committed to the jail of this county.

F. LeRoy Allen
JUDGE

APPROVED:
Luther L. Liggett
PROSECUTING ATTORNEY

ENTRY
State of Ohio
-vs-
James Garvey,
Defendant.

Case No. 3248
Filed September 11, 1952

This cause came on to be heard on the Motion of the state to renew the recognizance of the accused; it is therefore ordered that said defendant do forthwith, on or before the 15th day of September, 1952 enter into a new recognizance in the amount of the present one, for his appearance at the next term of this Court, at the call of said Court, to answer the charge against him; and in default thereof, that he be committed to the jail of this county.

F. LeRoy Allen
JUDGE

APPROVED:
Luther L. Liggett
PROSECUTING ATTORNEY

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
State of Ohio
-vs-
John Garvey,
Defendant.

Case No. 3256
Filed September 11, 1952

This cause came on to be heard on the Motion of the state to renew the recognizance of the accused; it is therefore ordered that said defendant do forthwith, on or before the 15th day of September, 1952 enter into a new recognizance in the amount of the present one, for his appearance at the next term of this Court, at the call of said Court, to answer the charge against him; and in default thereof, that he be committed to the jail of this county.

F. LeRoy Allen
JUDGE

APPROVED:
Luther L. Liggett
PROSECUTING ATTORNEY

JOURNAL ENTRY
Fred Lash, Jr.,
Plaintiff.
-vs-
Ruth Anna Lash.,
Defendant.

Case No. 17000
Filed September 12, 1952

This cause coming on further to be heard upon the distribution of the proceeds from the sale of the real estate and personal effects of the parties hereto, the Court finds that the real estate was advertised in the Marysville Journal-Tribune, a newspaper of general circulation in Union County, Ohio, and that a buyer for the real estate was obtained, namely Pearl Shuler and Evelyn Shuler, who have agreed to pay the sum of $3564.15 net to the parties.

The court finds that the household goods of the parties, with one or two exceptions upon which the parties agree they shall retain, have been sold to Clyde Zimmerman for the sum of $438.46 which sum it is ordered shall be paid to the City Loan and Savings Company upon the mortgage indebtedness on the household articles.

The court further finds that the costs of this Action amounting to $26.05 have been paid.

It is further ordered that from the proceeds of the sale of the real estate shall be paid:

(1) The delinquent payments of the mortgage amounting to $176.40.

(2) The balance of the proceeds shall be applied to the attorney fees of the attorney for plaintiff and the attorney for defendant which are, with the approval of the attorneys, set at $250.00 apiece. It is further adjudged and decreed that the following described real estate heretofore belonging to Fred Lash, Jr. and Ruth Anna Lash shall be transferred on the duplicate of the Union County Auditor to Pearl Shuler and Evelyn Shuler and that so much of this journal entry to show the transfer of title to said purchasers shall be recorded by the Union County Recorder in the Union County Deed Records showing that all the right, title and interest of Fred Lash, Jr. and Ruth Anna Lash in and to said Real Estate is by this decree set over and transferred unto PearlShuler and Evelyn Shuler, husband and wife, subject to the mortgage of the Union County Federal Savings and Loan Association of Marysville, Ohio, in the amount of $2887.76.

Said realestate is bounded and described as follows:

Situate in the State of Ohio, County of Union and Village of New Dover and bounded and described as follows:

Part of Survey No. 5135.

Being Lot No. 50 in Berger's Addition to New Dover, Ohio. Beginning in the center of the Marysville and Delaware Gravel Road and being four poles on said road; thence twenty poles back on the south side of said road; thence four poles across the south end; thence twenty poles back to the center of said gravel road at the place of beginning.

Containing one-half of an acre, more or less. Being the same premises conveyed by John D. Loy to Mary E. James Dec. 16, 1905, See Vol. 91, page 474, Record of Deeds.

This cause is continued for further distribution of any moneys received from sale of additional personal property.

F. LeRoy Allen
COMMON PLEAS JUDGE.

APPROVED:
Sanders & Grigsby
Attorney for Plaintiff.
William L. Coleman
Attorney for Defendant.

ENTRY
Phoebe Ann Ziegler,
Plaintiff.
-vs-
Clarence E. Ziegler,
Defendant.

Case No. 17047
Filed September 13, 1952

This action is dismissed, on motion of the plaintiff by her Attorneys, without prejudice, at the plaintiff's costs.

F. LeRoy Allen
JUDGE

JOURNAL ENTRY - DECREE OF DIVORCE
Louise Crabtree,
Plaintiff.
-vs-
Donald Crabtree,
Defendant.

Case No. 17080
Filed September 13, 1952

And now comes the said Plaintiff, by her Attorney, and the Defendant having been legally summoned by publication the Court finds that the Defendant is in default for answer or demurrer to the petition, thereby confessing the allegations thereof to be true.

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

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 prior thereto and was, at the time of filing said petition and for at least thirty days immediately preceding the same, a bona fide resident of this County of Union and that the parties hereto were married on the 20th day of April, 1949, 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 and by reason thereof the Plaintiff is entitled to a divorce as prayed for.

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

It is further ordered that the plaintiff be restored to her maiden name of Louise Douglass.

It is further considered the said Plaintiff pay the costs of this prosecution.

F. LeRoy Allen, Judge.

ENTRY

Cecil Leonard,
Plaintiff.

-vs-

Charles Spring, et al.;
Defendants.

Case No. 16880
Filed September 13, 1952

This cause came on further to be heard and the Court being fully advised in the premises finds that by previous order of this Court the defendants who are the owners of the premises and their undivided interests were determined, but that since that time the Court finds that William DeLacy Talley, Coranna Talley Wyatt, Keith T. Talley, William Haner Leckie, Frederick Douglas Leckie and Roseann Leckie have become parties defendant and that the previous order of this Court is now amended to show the following named defendants as owners of the following undivided interest in an estate in fee simple in the real property described in the amended petition:

Name	Undevided interest
Cecil Leonard	1/32
Roseltha Kenyon	1/32
Alice Chapman	1/32
Lester S. Leonard	1/64
Irene Leonard Wheeler	1/64
Vivian Champbell	1/64
William Haner Leckie	1/64
Frederick Douglas Leckie	1/64
Roseann Leckie	1/64
Norman Haner	1/32
Mary Louise Haner	1/32
Coranna Talley Wyatt	1/72
William DeLacy Talley	1/72
Keith T. Talley	1/72
Edith T. Sterling	1/24
Ruth Marian Nixon	1/96
George Cass	1/96
Charles Cass	1/96
The Unknown Heirs of Mildred Cass	1/96
Earl Leonard	1/48
Howard Leonard	1/48
R.B. Leonard	1/48
William E. Leonard	1/48
Margaret G. Wilson	1/48
Catherine E. Schrieber	1/96
Wm. Lewis	1/96
Ruth Lewis	1/96
Lillian Gertrude Barlow	1/20
Martha E. Lane	1/40
Lucille Lane Anderson	1/40
Esther Paul	1/20
Welling Beach	1/20
Martha Kennedy	1/10

Pearl Lyons	1/150
Louie Worthington	1/150
Anah Worthington	1/150
Alta Moulton	1/100
Helen Miller	1/100
John Price	1/100
Mary P. Richard	1/100
Harry Spring	1/300
Charles Spring	1/300
Bertha Elliott	1/300
Elizabeth Latham	1/300
Margaret Ferguson	1/300
John P. Spring	1/600
Frances Spring Steward	1/600
Alta Horn	1/50
Emory L. Hunt	1/10

It is therefore ordered, adjudged and decreed that distribution of the proceeds of the sale of said property be made to the above named persons according to the fractional interests set opposite their names.

F. LeRoy Allen
JUDGE

APPROVED:

Gilbert Kirby
Attorney for Plaintiff.

ENTRY
Cecil Leonard,
Plaintiff.
-vs-
Charles Spring, et al.;
Defendants.

Case No. 16880
Filed September 13, 1952

It having been shown to the satisfaction of the Court that W. H. Haner, one of the defendants in this action, died since the commencement hereof and that by previous order Vivien Campbell was substituted as a proper party, the Court now finds that William Haner Leckie, Frederick Douglas Leckie and Roseann Leckie are also proper parties and it is therefore ordered that said previous order be amended to name Vivien Campbell, William Haner Leckie, Frederick Douglas Leckie and Roseann Leckie as defendants, as representing the share of W. H. Haner, deceased.

Approved:
Gilbert Kirby
Attorney for Plaintiff

F. LeRoy Allen
Judge

RESTRAINING ORDER
Anabel Haines,
Plaintiff.
-vs-
John B. Haines,
Defendant.

Case No. 17107
Filed September 13, 1952

Plaintiff is hereby restrained from removing further of the property of Plaintiff and Defendant located in their dwelling house, until final determination of this action.

F. LeRoy Allen
JUDGE

JOURNAL ENTRY
Harrison Jaycox,
Plaintiff.
-vs-
Grover Fields,
Defendant.

Case No. 16352
Filed September 13, 1952

This cause dismissed without prejudice, without record, at the cost of the Plaintiff.

F. LeRoy Allen
JUDGE

APPROVED:
Robert F. Allen
Robert F. Allen
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Martha Henson, a minor.
Plaintiff.
-vs-
Clarence W. Henson,
Defendant.

Case No. 17108
Filed September 13, 1952

This day this cause came on to be heard upon the motion for temporary alimony and support and the Court being fully advised in the premises finds that the Defendant can pay a reasonable sum for the support of his minor child and temporary alimony and upon consideration thereof it is ordered that the Defendant pay the sum of $10.00 per week for said temporary alimony and support money during the pendency of this action, that said sum be paid through the Clerk of this Court, with the first of said payments being due Saturday, September 13th, 1952.

F. LeRoy Allen
JUDGE

APPROVED BY:

Clifton L. Caryl
Attorney for Plaintiff.
William L. Coleman
William L. Coleman
Attorney for Defendant.

ENTRY
Cecil Leonard,
Plaintiff.
-vs-
Charles Spring, et al.,
Defendants.

Case No. 16880
Filed September 13, 1952

This day this cause came on to be heard upon the report of H. B. Walker, receiver of the rents and profits of the real estate which is the subject of this action, and the tender of $6860.29 to the Court for the payment of expenses and distribution.

And the Court being fully advised in the premises, finds that said report is acceptable and hereby approves the same and the Court orders that out of said funds the Clerk of this Court shall pay as expenses of said receivership the sum of $500.00 to Gilbert Kirby for legal services rendered in said receivership and that the balance of said fund in the amount of $5860.29 be retained by the Clerk of this Court to be combined with the net amount of the sale of said premises for distribution.

F. LeRoy Allen
JUDGE

APPROVED:
Gilbert Kirby
Attorney for Receiver

ENTRY OF DIVORCE
Paul Donald Love,
R. R. #3, Plain City, Ohio.,
Plaintiff.
-vs-
Muriel Arlene Love,
Address Unknown.,
Defendant.

Case No. 17085
Filed September 15, 1952

Now comes the plaintiff, Paul Donald Love, and the defendant, Muriel Arlene Love, having been legally summoned by publication, which service has been approved heretofore, and the defendant having failed to appear, the Court find Muriel Arlene Love in default for answer and demurrer to said petition, and find that the allegations thereof are confessed by Muriel Arlene Love to be true. The Court also find that the plaintiff, at the time of filing his petition, had been a resident of the State of Ohio for one year next preceding the same, and was at that time a bona fide resident of the County of Union for more than ninety days next preceding the filing of the same, and that the parties hereto were married, as in said petition set forth, and that the Court has jurisdiction of the cause of action and the parties hereto.

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

It is therefore ordered and adjudged that the marriage contract heretofore existing between the said Paul Donald Love and Muriel Arlene Love be, and the same hereby is, dissolved, and both parties are released from the obligations of the same, and the said Paul Donald Love hereby is granted a divorce from Muriel Arlene Love.

And the Court find that an investigation was caused and reported to the Court as provided in Section 8003-9, General Code of Ohio.

It is further ordered that the custody, care, education, and control of the said children of the parties hereto, namely Paul Donald Love, Junior, aged six, Donald Dale Love, aged 5 and Larry Keith Love, aged 4, be, until further ordered, confided to the said Paul Donald Love exclusively, except that the said Muriel Arlene Love shall have the privilege of visiting said children at any reasonable time.

It is further considered by the Court that the plaintiff pay the costs of this proceeding.

F. LeRoy Allen
JUDGE

JOURNAL ENTRY
Paul Donald Love,
R. R.#3, Plain City, Ohio.,
Plaintiff.
-vs-
Muriel Arlene Love,
Address unknown,
Defendant.

Case No. 17085
Filed September 15, 1952

Now comes the plaintiff, by his Attorney, and offers proof of publication of the pendency and prayer of the petition herein; and the Court finding said publication and proof in all respects regular and according to law, do hereby approve the same.

F. LeRoy Allen
JUDGE

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Blaine K. Fulton,
Plaintiff.
-vs-
Ruth Fulton,
Defendant,

Case No. 17058
Filed September 15, 1952

This cause is dismissed, without prejudice, without record, at the cost of the plaintiff.

F. LeRoy Allen
JUDGE

APPROVED:
Robert F. Allen
Attorney for Plaintiff.

JOURNAL ENTRY
Gusta Jean Mayberry,
Plaintiff.
-vs-
William T. Mayberry,
Defendant.

Case No. 17114
Filed September 16, 1952

It is hereby ordered that the motion of plaintiff for temporary alimony and support for minor children and custody of minor children shall be heard in this court on Saturday, September 20, 1952, at 10:00 o'clock A. M. and that a copy of this journal entry shall be served upon the defendant as notice of said hearing.

F. LeRoy Allen
COMMON PLEAS JUDGE

JOURNAL ENTRY
Fred Lash, Jr.,
Plaintiff.
-vs-
Ruth Anna Lash,
Defendant.

Case No. 17000
Filed September 16, 1952

This cause coming on further to be heard on the distribution of the proceeds from the sale of the assets of the parties the court finds that one of the assets mortgage to the City Loan and Savings by Fred Lash, Jr. and Ruth Anna Lash was a 1946 Chevrolet automobile represented by Certificate of Title No. 8039056; that the lien on said automobile was paid from the proceeds of the sale of other personal property; that Fred Bringardner dba Marysville Auto Glass Company is a creditor of the parties to this suit for the sum of $268.38; that the aforementioned automobile is now in a wrecked condition and the highest cash bid offered is $225.00 but that Fred Bringardner agrees to pay $75.00 in cash and cancel his bill against the parties of $268.38 for transfer of title of said vehicle to him and that court finds that the sale of the vehicle to Fred Bringardner on these terms would be for the best interests of the parties.

The Court further find that the Estate Heatrola Range in the home of the parties, mortgaged to the City Loan and Savings was actually the property of Mildred Tarbill, who has offered to accept $50.00 in payment for said stove which has heretofore been sold under a previous order of this court to Clyde Zimmerman.

The Court further find that, at the time custody of the children was changed from Mildred Tarbill to Simeon D. Parmenter no order changing the payment of support was made for the benefit of Simeon D. Parmenter.

It is, therefore, ordered, adjudged and decreed that the vehicle in the name of Fred Lash, Jr., being a 1946 six cylinder Chevrolet Town Sedan and represented by Certificate of Title No. 8039056 be transferred by court order to Fred Bringardner upon his payment to Joseph B. Grigsby and William L. Coleman, attorneys,the sum of $75.00 cash; that $50.00 from these proceeds be paid to Mildred Tarbill in full satisfaction of her claim for the Estate Heatrola Space Heater previously sold for the benefit of Fred Lash, Jr. and Ruth Anna Lash; that the balance of $25.00 in the hands of the aforementioned attorneys be paid to Fred Lash, Sr., a creditor of the parties who advanced money on the mortgage payments of the parties home.

It is further ordered, adjudged and decreed that the previous journal entry ordering the plaintiff, Fred Lash, Jr. to pay the sum of $5.00 per week to the Clerk of this Court for Mildred Tarbill be modified and that the Clerk of this Court is hereby ordered to disburse said payments to Simeon D. Parmenter who now has custody of the children of the parties in this action.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED:
Sanders & Grigsby
Attorneys for Plaintiff
William L. Coleman
Attorney for Defendant.

JOURNAL ENTRY
John D. Blair, as Administrator
of the Est. of Robert Wilford,
Blair, deceased,
Plaintiff.
-vs-
CCC Highway, Incorporated, et al.,
Defendants.

Case No. 16140
Filed September 18, 1952

On motion of the defendant, C. C. C. Highway, Inc., and it being shown to the Court that the Plaintiff has neglected for an unreasonable time to serve summons herein on E. & L. Transportation Company, co-defendant herein, it is ordered that the Petition be dismissed at plaintiff's cost as for want of prosecution but without prejudice to a future action, and without record.

F. LeRoy Allen
JUDGE

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY OF ELECTION TO TAKE IN PARTITION.
Effie F. Loy,
Plaintiff.
-vs-
Francis Loy, et al.,
Defendant.

Case No. 16616
Filed September 18, 1952

This cause coming on to be heard on 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 to the court that said premises cannot be divided by metes and bounds without manifest injury to the value thereof, and that the commissioners have appraised said premises at One thousand Two hundred Fifty ($1250.00) Dollars, the court finds said return and proceedings in all respects in conformity to law, and the orders of the court, and do therefore approve and confirm the same.

And it appearing to the court that said plaintiff, Effie F. Loy, has elected to take said premises at their appraised value, the same are, upon payment by her of the sum of One thousand Two hundred Fifty ($1250.00) Dollars, hereby adjudged to her, and the sheriff is ordered to convey said premises to said Effie F. Loy, by deed in fee simple, and he is subrogated to the rights of all the parties hereto for the protection of her title and a writ of possession is awarded to her.

And the court coming now to distribute said fund of One thousand Two hundred Fifty ($1250.00) Dollars, in the hands of the sheriff, do order that he pay the same:

1. To the treasurer of this county, $14.21, taxes (which is ordered to be paid over to said purchaser, she assuming said taxes);
2. To the clerk of this court the costs of this action taxed at $39.10;
3. And it appearing to the court that said Effie F. Loy has paid to each of the defendants their respective portions of said amount, said property is hereby adjudged to said Effie F. Loy and the sheriff is ordered to convey the same to her by deed in fee simple, on the payment of costs paid by said Effie F. Loy, taxed at $39.10.

F. LeRoy Allen
Judge

APPROVED:
Clifton L. Caryl, Attorney for Plaintiff.

JOURNAL ENTRY
State of Ohio,
Plaintiff.
-vs-
Louis E. Rausch,
Defendant.

Case No. 15930
Filed September 18, 1952

This cause having been called for trial and it appearing that the plaintiff has neglected for an unreasonable time to proceed in the cause against the defendant served, it is ordered that the petition be dismissed at plaintiff's cost as for want of prosecution but without prejudice to a future action, and without record.

F. LeRoy Allen
JUDGE

JOURNAL ENTRY
Gale W. Baldwin and
Farm Bureau Mutual Automobile
Insurance Co.,
Plaintiffs.
-vs-
Harry E. Widbee,
Defendant.

Case No. 16392
Filed September 18, 1952

This cause having been called for trial and it being shown to the Court that plaintiff has neglected for an unreasonable time to serve summons herein on the defendant, it is ordered that the petition be dismissed at plaintiff's cost but without prejudice to a future action, and without record.

F. LeRoy Allen
Judge

JOURNAL ENTRY
Anna Belle Phelps,
Plaintiff.
-vs-
Luther McCarty,
Defendant.

Case No. 16339
Filed September 18, 1952

This cause having been called for assignment for trial and it appearing to the Court that the plaintiff has neglected for an unreasonable time to proceed in the cause against the defendant, it is ordered that this action be dismissed at plaintiff's cost but without prejudice to a future action and without record.

F. LeRoy Allen
JUDGE

JOURNAL ENTRY
Dorothy Ebright,
Plaintiff.
-vs-
Harold Clark,
Defendant.

Case No. 16434
Filed September 18, 1952

This cause having been called for trial and the plaintiff having failed to proceed in this cause against the defendant, the action is hereby dismissed at plaintiff's cost without prejudice to a future action, and without record.

F. LeRoy Allen
JUDGE

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Delores Griffith,
Plaintiff.
-vs-
Russell Griffith,
Defendant.

Case No. 17065
Filed September 18, 1952

This cause having been called for trial and the plaintiff, by her attorney, having shown good cause, the action is hereby dismissed at plaintiff's cost without prejudice to a future action, and without record.

F. LeRoy Allen
JUDGE

JOURNAL ENTRY
Norma Irene Hecker,
Plaintiff.
-vs-
Harvey L. Hecker,
Defendant.

Case No. 16957
Filed September 18, 1952

It being shown to the Court that the plaintiff has neglected for an unreasonable time to proceed against the defendant served, it is ordered that the petition be dismissed at plaintiff's costs as for want of prosecution but without prejudice to a future action, and without record.

F. LeRoy Allen
JUDGE

DECISION ON MOTION
Arthur Fladt,
Plaintiff.
-vs-
Lawrence Dolan, dba
Dolan's Plumbing and Heating,
Defendant.

Case No. 16991
Filed September 18, 1952

The motion of the defendant filed March 15, 1952, for an order requiring the plaintiff to make his petition definite and certain by stating what was wrong with the installation of the furnace and what was required to correct the same is sustained.

The plaintiff is granted 15 days in which to filed amended petition in conformity with this ruling on motion.

Journal Entry accordingly, saving exceptions to plaintiff.

F. LeRoy Allen
JUDGE

JOURNAL ENTRY - DIVORCE DECREE
John S. Lilly,
Plaintiff.
-vs-
Diane B. Lilly,
Defendant.

Case No. 17088
Filed September 19, 1952

This cause came on for hearing on the 19th day of September, 1952 on the Petition of the Plaintiff and the evidence offered by him, the Defendant being in default of answer or demurrer and not appearing in Court in person or by counsel.

The Court finds the Defendant was personally served with summons and a copy of the Petition as required by law and such service is hereby approved.

The Court finds the plaintiff had sufficient and legal residence in this county and state at the time of instituting this action, and that the Court has jurisdiction of the cause of action and of the parties.

Upon consideration of the evidence, the Court finds the Defendant has been guilty of gross neglect of duty toward Plaintiff by reason whereof he is entitled to a divorce.

It is, therefore, hereby ordered, decreed, and adjudged by the Court that the Plaintiff, John S. Lilly, be and is hereby granted an absolute divorce from the Defendant, Diane B. Lilly, and that the marriage contract heretofore existing between the parties hereto be and the same is hereby dissolved and both parties released therefrom.

It is hereby found by the Court that the Plaintiff and Defendant have heretofore entered into a marriage separation agreement, a copy of which is hereto attached, marked "Exhibit A", and made a part hereof as though fully rewritten herein, providing for a division of the property owned by said parties between themselves, a settlement of all of the property rights of each in the property of the other, and for a settlement of all the rights of alimony that each might have against the other, which marriage separation agreement the Court finds to be fair and equitable and the same shall hereby be forever binding upon said parties, and which marriage separation agreement is hereby to be considered as included in this decree and to become a part hereof.

F. LeRoy Allen
JUDGE

SEPARATION AGREEMENT

THESE ARTICLES OF SEPARATION, dated this 10th day of September, 1952, by and between Diane B. Lilly of Columbus, Ohio and John S. Lilly of Richwood, Ohio, husband and wife,

WITNESSETH:

THAT WHEREAS, differences have arisen between the parties hereto and in consequence thereof they have agreed upon an immediate separation and are now living separate and apart; and

WHEREAS, the parties desire to settle and adjust all matters between them relating to their separate estates and obligations to each other;

NOW THEREFORE, in consideration of the premises and of the mutual covenants of the parties hereto, it is agreed as follow:

1. Contemporaneously with the execution of this agreement, John S. Lilly has paid Three Thousand Dollars ($3,000.00) to Diane B. Lilly.

2. The personal property, furnishings and effects of the parties shall be divided between them so that John S. Lilly shall receive all, except as set out in Exhibit A, the personal property of either or both of the parties now located in Richwood, Ohio, and so that Diane B. Lilly shall receive all of the personal property of either or both of the parties now located in Columbus, Ohio, together with those items of personallty which are now or have formerly been located in said Richwood, Ohio, and which are listed in Exhibit A, which is attached hereto and made a part hereof by reference. Within thirty (30) days of the execution of this agreement, John S. Lilly shall deliver to a carrier at Richwood, Ohio, all items listed in Exhibit A which then remain in Richwood, Ohio, having neither been taken from said Richwood, Ohio by Diane B. Lilly, nor shippedto Diane B. Lilly by John S. Lilly. John S. Lilly shall cause all such remaining items to be properly packed and crated to be shipped collect to a warehouse for storage in Columbus, Ohio, as selected by Diane B. Lilly. The cost of packing and shipping such articles shall be borne by Diane B. Lilly, who will pay such cost upon receipt of articles at said warehouse. After such division of said property, furnishings and effects, each party shall own and possess such property as each party may hold or receive by such division as his or her sole and separate property. After such division there shall be no right in either party to the personal property, furnishings or effects of the other.

3. Each party hereto releases and discharges the other from all obligations of support and from all other claims, rights and duties arising or growing out of their marital relation; and said parties mutually agree that each party may freely sell, encumber or otherwise dispose of his or her own property, whether real, personal or mixed, by deed or any other instrument or last will and testament, and each party is by these presents barred from any and all rights or claims by way of dower, inheritance, descent, distribution, allowance for year's support, right to remain in the mansion house, and all other rights or claims as widow, widower, heir, distributee, survivor or next of kin, and all other rights and claims whatsoever in and to the estate of the other, whether now owned or hereafter to be acquired, which may in any manner arise or accrue by virtue of their marriage except as herein expressly provided.

4. Each party hereto does hereby release and relinquish to the other and to the heirs, executors, administrators, devisees, legatees, and assigns of the other, all claims or right of dower, inheritance, or distributive shard, or as widow, widower, heir or survivor, distributee or next of kin, in and to the estate of the other, whether now owned or hereafter acquired, and all claim or right to an allowance for year's support or to reside in the mansion house, and all other rights or claims whatsoever which may in any manner arise or accrue by virtue of said marriage, excepting only the right of Diane B. Lilly to receive from John S. Lilly the personal property mentioned in paragraph 2 hereof.

5. Each party hereby waives any right which he or she may have to administer the estate of the other party upon the death of such other party.

6. Each party further agrees upon the request of the other to execute, acknowledge and deliver any and all deeds or other instruments of release or conveyance necessary or convenient to enable such other party to sell, convey, mortgage or otherwise dispose of or encumber his or her own real property, free from any apparent right of inchoate dower therein.

7. If, by decree of any court, the parties hereto should be divorced, this separation agreement and the provisions hereof shall be in lieu of any other financial rights and duties between the parties and shall be in full satisfaction and discharge of any and all alimony, whether permanent or temporary, and counsel fees, that either party may claim, or be awarded. This separation agreement may be submitted to the court in any such suit and be made a part of any such decree by reference or in any such other manner as the court may direct.

8. Both of the parties hereto agree not to incur or contract any debts on the credit of the other.

9. Each of the parties shall at all times live separate and apart from the other as if sole and unmarried and may reside from time to time at such place or places and may engage in such activities, business and social, and may associate with such persons, as he or she may determine without control, restraint, interference or objection, directly or indirectly, by the other party.

10. Each party expressly warrants that neither he nor she has incurred or contracted any debts in the name of, or on the credit of, the other; that he or she will not incur or contract in any manner any debts, charges or obligations whatsoever for which the other shall or may be or become liable or answerable. If either party shall at any time or times hereafter be called upon to pay or discharge and shall in fact pay or discharge any debt, charge or obligation incurred, assumed or contracted by the other, then and in every such case, the party paying or discharging such debt, charge or obligation shall have the right of reimbursement from the other.

IN WITNESS WHEREOF, Diane B. Lilly and John S. Lilly have hereunto set their hands at Columbus, Ohio, this 10th day of September, 1952.

Signed and Acknowledged
in the Presence of:

Joanne Cooperrider
John C. Elaw
Robert F. Allen
John C. Elaw

Diane B. Lilly
Diane B. Lilly
John S. Lilly
John S. Lilly

STATE OF OHIO, FRANKLIN COUNTY, SS:

BEFORE ME, a Notary Public in and for said county, personally appeared the above named Diane B. Lilly, to me known and know to me to be the same person described in and who executed the within instrument, who acknowledged that she did sign the foregoing instrument and that the same is her voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Columbus, Ohio, this 10th day of September, 1952.

John C. Elaw
Notary Public - State of Ohio.

STATE OF OHIO, UNION COUNTY, SS:

BEFORE ME, a Notary Public in and for said county, personally appeared the above named John S. Lilly, to me known and known to me to be the same person described in and who executed the within instrument, who acknowledged that he did sign the foregoing instrument and that the same is his voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Richwood, Ohio, this 10th day of September, 1952.

Robert F. Allen
Notary Public - State of Ohio

EXHIBIT A

Property now or formerly located in Richwood, Ohio, which is to be the property owned solely by Mrs. Lilly under paragraph 2 of the agreement to which this Exhibit is attached.

All living room, dining room and bedroom furniture, including but not limited to the following:

Davenport, Console, End Tables, Barrel Back Chair, Easy Chair, Mahogny Occasional Chair, Television Set, Cherry Dropleaf Table, 4 Cane Bottom Chairs, Twin Beds, Bedroom Lamps.

The following miscellaneous items:

All Wedding presents, Silver, Electrical Appliances, to include but now limited to the following:

Coffee Master, Toaster, Sweeper, Grill and Waffle Iron, Mixer, Knife Sharpener

Kitchen Ware:

Ironing Board and All Linens

All personal belongings of Diane B. Lilly.

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Arthur Fladt.,
Plaintiff.
-vs-
Lawrence Dolan d/b/a
Dolan's Plumbing and Heating,
Defendant.

Case No. 16991
Filed September 20, 1952

This day this cause came on to be heard upon the Motion of the defendant for an order requiring plaintiff to make his petition definite and certain by stating what was wrong with the installation of the furnace and what was required to correct the same and the Court being fully advised in the premises sustained the Motion.
Leave is granted plaintiff to file an amended petition on or before October 3, 1952.

F. LeRoy Allen
JUDGE

APPROVED:
C. A. Hoopes
Clifton L. Caryl

JOURNAL ENTRY
Vada Holbrook,
Plaintiff.
-vs-
Granville Holbrook,
Defendant.

Case No. 16499
Filed September 20, 1952

This day this cause came on to be heard on the Motion of the Plaintiff and it appearing to the Court that said Motion is reasonable and should be granted.
It is, therefore, the order of this Court that the Defendant, Granville Holbrook, be required to appear before this Court on Thursday, September 25th, 1952 at 10:30 o'clock A. M. to then and there show cause why he should not be punished for contempt. It is further ordered that a copy of this notice be served upon the Defendant, Granville Holbrook, by registered mail with return card requested, at 221 Montgomery Street, Route 2, Fairborn, Ohio.

F. LeRoy Allen
JUDGE

APPROVED BY:
William L. Coleman
WILLIAM L. COLEMAN
ATTORNEY FOR PLAINTIFF

SANDERS & GRIGSBY
ATTORNEY FOR DEFENDANT

JOURNAL ENTRY
Norma B. M. McBride,
Plaintiff.
-vs-
Fred E. McBride,
Defendant.

Case No. 16875
Filed September 20, 1952

This day this cause came on to be heard on the Motion of the Plaintiff and the Court being fully advised in the premises finds that said Motion is reasonable and should be granted.
It is, therefore, the order of this Court that the Defendant be directed to appear before this Court on Thursday, September 25th, 1952 at 11:00 o'clock A. M. to then and there show cause why he should not be punished for contempt, and that notice of said hearing be served upon the Defendant by the Sheriff of Union County, Ohio.

F. LeRoy Allen
JUDGE

APPROVED:
William L. Coleman
WILLIAM L. COLEMAN
ATTORNEY FOR PLAINTIFF

JOURNAL ENTRY
Lamarr Hayes,
Plaintiff.
-vs-
Leonard O. Hayes, Jr.
Defendant.

Case No. 16132
Filed September 20, 1952

This day this cause came on to be heard on the Motion of the Plaintiff and it appearing to the Court that said Motion is reasonable and should be granted.
It is, therefore, the order of this Court that the Defendant be directed to appear before this Court on Thursday, September 25th, 1952 at 10:00 o'clock A. M. to then and there show cause why he should not be punished for contempt, and that notice of said hearing be served upon the Defendant, residing at Milford Center, Ohio, c/o Leonard O. Hayes, Sr.

F. LeRoy Allen
JUDGE

APPROVED BY:
William L. Coleman
WILLIAM L. COLEMAN
ATTORNEY FOR PLAINTIFF.

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Elma Hughes,
Plaintiff.
-vs-
Cecil Hughes,
Defendant.

Case No. 17105
Filed September 20, 1952

By agreement of counsel defendant is to pay the sum of Ten Dollars ($10.00) perweek to the Clerk of Courts, Union County, Ohio, for the support of the two children of the parties hereto until further order of the Court.

F. LeRoy Allen
JUDGE

APPROVED:
Clifton L. Caryl
Attorney for Plaintiff.
William J. Porter
Attorney for Defendant.

JOURNAL ENTRY - DIVORCE DECREE
Goldie M. Wood.,
Plaintiff.
-vs-
Murl Wood,
Defendant.

Case No. 17078
Filed September 20, 1952

This cause came on to be heard upon the pleadings and the evidence on the 13th day of September, 1952.

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 Union County, for one year next preceding said filing of said Petition, and that said parties were married at Prospect, Ohio on or about the 19th day of September, 1949, and that Charles Wood aged 4 years and Donald Eugene Wood aged 2 years were born of said Marriage.

The Court further finds 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 that said parties are hereby released therefrom.

It is further ordered, adjudged, and decreed that the custody, care, maintenance, education, and control of the said minor children, until the further order of this Court, be and the same is hereby awarded and confided exclusively to the said Plaintiff, Goldie M. Wood, and it is further ordered that the Defendant, Murl Wood, is entitled to the right of visitation of the two minor children on each Sunday of each week from 1:00 o'clock P. M. to 5:00 o'clock P. M., until the further order of this Court.

It is further ordered, adjudged, and decreed that the Defendant, Murl Wood, shall be entitled to the automobile now in his custody and owned by him as well as the gas stove in the custody of the Plaintiff but owned by the Defendant. All other property now in the possession of the Plaintiff as well as the real estate owned by her is hereby awarded to the Plaintiff, Goldie M. Wood, and the Defendant shall have no interest therein.

It is further ordered adjudged and decreed that the Defendant, Murl Wood, shall pay to the Plaintiff, Goldie M. Wood, through the Clerk of Courts, the sum of Fifteen Dollars ($15.00) each week beginning the 15th day of September, 1952 towards the support and maintenance of the two minor children of the parties.

It is further ordered adjudged and decreed that out of the Fifteen Dollars ($15.00) paid by the Defendant that Five Dollars ($5.00) each week shall be remitted to Robert F. Allen for Attorney fees until the sum of Seventy-five Dollars ($75.00) is paid and the balance of Ten Dollars ($10.00) shall be paid to the Plaintiff. When Seventy-five Dollars ($75.00) is paid to Robert F. Allen the total sum of Fifteen Dollars ($15.00) shall then be paid each week to the Plaintiff.

It is ordered that the Defendant pay the costs of this action except the fees to the witnesses for the Plaintiff.

F. LeRoy Allen
JUDGE

ENTRY
The Citizens Federal Savings
and Loan Association.,
Plaintiff.
-vs-
Jacob Sarver, et al.,
Defendants.

Case No. 17056
Filed September 22, 1952

On motion of the plaintiff and on its producing the return of the sheriff of the sale made under the former order of this court; and the court on careful examination of the proceedings of the said sheriff, being satisfied that the same have been had in all respects in conformity to law and the orders of this court, it is ordered that the said proceedings and sale be, and they are hereby approved and confirmed. And it is further ordered that the said sheriff convey to C. A. Hoopes, the purchaser, 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.

And the court coming now to distribute the proceeds of said sale, amounting to Eight Hundred Seventy-five Dollars ($875.00), it is ordered that the Sheriff out of the money in his hands pay:

First:	To the treasurer of this county the taxes, penalty and interest against said property, to-wit	$ .35
Second:	The costs of this action, taxed at	88.60
Third:	To the plaintiff, the Citizens Federal Savings & Loan Assn. the amount heretofore found due him, with interest	548.09
Fourth:	To the defendant, William Coleman the sum due him with interest	208.99
Fifth:	To the defendant, Herman Feasel, the balance of the money remaining in his hands, to-wit:	28.97

F. LeRoy Allen
JUDGE

APPROVED:
C. A. Hoopes
Attorney for plaintiff.
William L. Coleman
Attorney for Defendant.

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
IN THE MATTER OF
the Appointment of W. J. Dasher
as Criminal Bailiff, Chief
Probation Officer and In-
vestigator as to Divorce &
Alimony cases.

Filed September 22, 1952

By authority of the power vested in me as Common Pleas Judge of Union County, Ohio, and
In compliance with Section 1541 of the General Code of Ohio, I hereby appoint W. J. Dasher as Criminal Bailiff, and
In compliance with Section 1554-1 of the General Code of Ohio, I hereby appoint W. J. Dasher as Chief Probation Officer, and
In compliance with Section 8003-9 of the General Code of Ohio, I hereby appoint W. J. Dasher Investigator as to Divorce and Alimony cases as provided by law.
I hereby fix the salary of the said W. J. Dasher for the three above offices at Two-hundred ($200.00) per month to be paid from the County Treasury as provided by law.
Said appointments and compensation shall begin as of the date of the filing of this Journal Entry.

F. LeRoy Allen
JUDGE

OATH OF OFFICE

THE STATE OF OHIO, UNION COUNTY, OHIO.
I, W. J. Dasher, being duly sworn, says that I will support the Constitution of the State of Ohio, and will faithfully and impartially discharge the duties of Criminal Bailiff, Chief Probation Officer and Investigator as to Divorce and Alimony cases of the Court of Common Pleas of Union County, Ohio, to the best of my ability and understanding.

W. J. Dasher

Sworn to before me and signed in my presence this 22nd day of September, A. D. 1952.

F. LeRoy Allen
Common Pleas Judge

ENTRY
State of Ohio
-vs-
Glenn Gilbert.,
Defendant.

Case Nos. 3245, 3246
Filed September 22, 1952

And now comes the Prosecuting Attorney, on behalf of the State of Ohio and presents to the Court the recignizance of said defendant, taken before Helen L. Sullivan, Clerk of Courts on the 15th day of November, 1951 in the sum of Two thousand five hundred dollars ($2,500.00), with The Summit Fidelity and Surety Company of Akron, Ohio as surety.
Thereupon, the said defendant being three times solemnly called to appear and answer said charge, as they agreed to do, and failing so to do, and The Summit Fidelity and Surety Company., the surety, being three times called to produce the body of said defendant, as they agreed to do, and failing so to do, the court orders that the said recignizance be, and the same is, forfeited absolutely.
It is further ordered that the Clerk shall forthwith give, as provided by law, the surety, The Summit Fidelity and Surety Company notice to appear in this Court on or before the 15th day of October, 1952 and produce the body of said defendant, Glenn Gilbert, or show why judgment shall not be entered against them for the amount of the recognizance given in this cause.
And that a capias be issued for said defendant.

F. LeRoy Allen
JUDGE

APPROVED BY:
Luther L. Liggett
PROSECUTING ATTORNEY

JOURNAL ENTRY
Marysville Newspapers, Incorporated.,
Plaintiff.
-vs-
Saul Amazon, dba, Marysville I. G. A.
Super Market.,
Defendant.

Case No. 17017
Filed September 24, 1952

It appearing to the Court that this cause has been settled by and between the parties it is ordered that the same be dismissed without record, costs paid, by the Defendant.

F. LeRoy Allen
JUDGE

APPROVED BY:
William L. Coleman
WILLIAM L. COLEMAN
ATTORNEY FOR PLAINTIFF

JOURNAL ENTRY
Joseph Shoemaker,
Plaintiff.
-vs-
Edith Grace Shoemaker,
Defendant.

Case No. 16701
Filed September 24, 1952

Upon motion of the Plaintiff and for good cause shown it is ordered that this cause be dismissed without record, without prejudice, costs paid.

F. LeRoy Allen
JUDGE

APPROVED BY:
William L. Coleman
WILLIAM L. COLEMAN

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Annette M. Brown,
Plaintiff.
-vs-
Harold E. Brown,
Defendant.

Case No. 16939
Filed September 24, 1952

Upon motion of the Plaintiff this cause is hereby dismissed without prejudice to a new action.

F. LeRoy Allen
JUDGE

APPROVED BY:
William L. Coleman
WILLIAM L. COLEMAN
ATTORNEY FOR PLAINTIFF

JOURNAL ENTRY
Lorraine Parker, a minor, by
Pride J. Thompson, her father and
next friend.
Plaintiff.
-vs-
Charles Parker,
Defendant.

Case No. 16805
Filed September 24, 1952

It appearing to the Court that the parties have become reconsiled, it is ordered that this cause be dismissed without record, without prejudice, costs paid.

F. LeRoy Allen
JUDGE

APPROVED BY:
William L. Coleman
WILLIAM L. COLEMAN
ATTORNEY FOR PLAINTIFF

JOURNAL ENTRY
Annette M. Brown,
Plaintiff.
-vs-
Harold E. Brown,
Defendant.

Case No. 16605
Filed September 24, 1952

Upon motion of the Plaintiff this cause is hereby dismissed without prejudice to a new action.

F. LeRoy Allen
JUDGE

APPROVED BY:
William L. Coleman
ATTORNEY FOR PLAINTIFF

JOURNAL ENTRY
Elsie M. Sours,
Plaintiff.
-vs-
Stanley L. Sours,
Defendant.

Case No. 17011
Filed September 24, 1952

Upon motion of the Plaintiff and for good cause shown it is ordered that this cause be dismissed without record, without prejudice, costs paid.

F. LeRoy Allen
JUDGE

APPROVED BY:
William L. Coleman
WILLIAM L. COLEMAN
ATTORNEY FOR PLAINTIFF

ENTRY
Nellie Weidman,
Plaintiff.
-vs-
Fred Arth & Myrta O. Arth,
Defendants.

Case No. 17061
Filed September 25, 1952

This cause came on for hearing on the pleadings, exhibits and evidence, and was submitted to the Court; on consideration whereof, the Court find, on the issue joined, that during the year 1924 or 1925 John N. Laird then being the owner of the premises now owned by the defendants and Emma Evans then being the owner of the premises now owned by the plaintiff mutually and between them agreed to and did move their northerly property line southerly to a line so as to become an extension westerly of the southerly line of the original alley leading from Main Street. And thereby at said time caused said alley at their said line to be a uniform width of twenty feet for its full length, thereby at said time dedicating that portion of their said lands to and for public use and purposes. And that the Court further find that the allegations of plaintiff's petition are true and that she is entitled to relief as prayed for.

Therefore, it is decreed that a mandatory injunction be, and is hereby allowed, and the defendants, Fred Arth and Myrta O. Arth be, and they hereby are directed, and within fifteen days, to remove any and all barriers and obstructions that now exist and/or are placed across said alley, and the full width thereof of twenty feet. And it is further considered and decreed by the Court that the said defendants, Fred Arth and Myrta O. Arth, and each of them be, and they are, hereby perpetually enjoined from placing any obstructions on or across said alley or in any manner interfering with any rights of plaintiff or public of ingress or egress thereto or therefrom or thereon for any lawful purpose whatsoever.

It is further ordered and decreed by the Court that the defendants pay the costs of this action, taxed at $, and exceptions saved for the defendants.

F. LeRoy Allen
JUDGE

APPROVED:
Myers & Hoopes, Attorneys for Plaintiff.
C. A. Hoopes, Attorney for Defendants.

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Janice Clarridge,
Plaintiff.
-vs-
Doyle Clarridge,
Defendant.

Case No. 17116
Filed September 25, 1952

Upon motion of the plaintiff it is ordered that a restraining order issue enjoining defendant from molesting her or from interfering with her in any way or from coming upon the premises in which she now resides at 179 Elwood Avenue, Marysville, Ohio, during the pendency of this suit.

The Court being fully advised in the premises sustained said motion. It is, therefore, considered by the Court that the defendant be, and he hereby is, enjoined from molesting the plaintiff or from interfering with her in any way from coming upon the premises in which she now resides at 179 Elwood Avenue, Marysville, Ohio, during the pendency of this suit.

It is further ordered that notice of said restraining order be served upon the defendant by delivery to him of a certified copy of this order.

F. LeRoy Allen
JUDGE

APPROVED:
C. A. Hoopes
Attorney for Plaintiff.

APPLICATION AND JOURNAL
ENTRY - GUARDIAN AD LITEM
Marie Strauss,
Plaintiff.
-vs-
Mabel Strauss, et al.,
Defendants.

Case No. 16931
Filed September 25, 1952

On the application of Joseph B. Grigsby it appearing to the Court that Curtis Strauss one of the defendants herein, has been duly served with summons, and is a minor of the age of 5 years, it is ordered that Luther Liggett be and he is hereby appointed Guardian Ad Litem for said minor defendant.

F. LeRoy Allen
JUDGE

JOURNAL ENTRY
Thana Weissenberger,
Plaintiff.
-vs-
Earl Weissenberger,
Defendant.

Case No. 17082
Filed September 27, 1952

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 filing the petition herein, the plaintiff had been a resident of the State of Ohio for one year next prior thereto, and was at the time of filing said petition and for at least thirty days immediately preceding the same, a bona fide resident of this County of Union and that said parties were married on the 28th day of April, 1951, 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 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 that said parties are hereby released therefrom, and that said plaintiff be restored to her former name of Thana Clay and that she pay the costs of this proceeding taxed at $; and that this case be recorded.

F. LeRoy Allen
JUDGE

DECREE OF DIVORCE
Willis North,
Plain City, Ohio,
Plaintiff.
-vs-
Opal North,
Plain City, Ohio,
Defendant.

Case No. 17092
Filed September 27, 1952

This cause came on for hearing this 27th day of September on the petition of the plaintiff. The defendant being in default of answer of demurrer and the Court finds from the evidence that plaintiff is and was for at least one year immediately preceding the commencement of this action a bonafide resident of the State of Ohio and that he is and was for at least ninety days immediately before the commencement of the action a bonafide resident of the County of Union, Ohio; that defendant has been guilty of gross neglect of duty as alleged in the petition; that by reason thereof plaintiff is entitled to a divorce; that defendant has been duly served with summons and a copy of the petition as required by law, which service of summons is hereby approved, and that the Court has jurisdiction of the cause of action and the parties hereto.

The Court further finds that the parties entered into an agreement in regard to their property and the custody and support of their children and the Court, having examined said agreement, hereby approves the same and orders that is become a part of this decree and become attached thereto.

It is further ordered that the defendant, Opal North, is to have custody of Rex North, Eugene North and Donnie North until further order of this Court and that Willis North is to have the right of visitation at all reasonable times that the plaintiff is to pay to the defendant the sum of $10.00 perweek for the support of Eugene North and Donnie North until they graduate from high school or quit school, until further order of this Court.

It is ordered, decreed and adjudged that plaintiff be, and hereby is, granted a divorce from defendant and the marriage contract is hereby dissolved and both parties hereto released from its obligations. It is ordered that plaintiff pay the costs herein.

F. LeRoy Allen
JUDGE

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

SEPARATION AGREEMENT

These articles of separation, made and concluded at Plain City, Ohio, this 4th day of August, 1952, by and between Willis North and Opal North, husband and wife, witnesseth:

That whereas unfortunate differences have arisen between the parties hereto, rendering it impossible for them to hereafter live together and said parties have agreed upon an immediate separation and further agree as follows:

1. That the residence property of the parties, which is owned jointly, located on West Main Street, Plain City, Ohio, is to be held in the names of both of the parties until the children of the parties either granduate from high school or quit school and when this has occurred, the property will be sold and the proceeds divided equally between Willis North and Opal North.

2. Willis North hereby agrees that Opal North may have possession of said residence and occupy it and rent part of it until all of the children are graduated from high school or have quit school and Opal North hereby agrees to make monthly payments on the mortgage on said property to the Citizen's Federal Savings and Loan of Marysville, Ohio, and if Opal North has not rented the extra rooms in said property by August 20, 1952, then Willis North agrees to make that one payment on the mortgage.

3. That the household goods are to be held by Opal North until said property mentioned above is sold and the household goods will then be sold and the proceeds divided equally between Willis North and Opal North.

4. Willis North agrees that Opal North is to have the custody of Rex North, Eugene North and Donnie North and if a divorce is granted to one of the parties of this agreement, and this agreement made a part of the divorce decree, then such custody is to be subject to further order of the Court. Opal North agrees that Willis North is to have the right of visitation at all reasonable times.

5. Willis North agrees to pay Opal North the sum of $10.00 per week each for Eugene North and Donnie North until they graduate from high school or quit school and said amount of support, if this agreement becomes part of a divorce decree between the parties, shall be subject to further order of the Court.

Witness the hands of said Willis North and Opal North, the day and year first above written.

(Signed) Willis North
(Signed) Opal North

WITNESSED BY:
Mary Sawyer
Gilbert Kirby

State of Ohio, Union County, SS:

Before me, a notary public in and for said county, personally appeared the above named Willis North and Opal North, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Plain City, Ohio, this 4th day of August, 1952.

(Signed) Gilbert Kirby
Notary

ENTRY

M. E. Evans & W. H. Johnson,
d/b/a Evans App. Store,
Plaintiff.
-vs-
Leo McKirgen,
Defendant.

Case No. 17096
Filed September 29, 1952

This case settled and dismissed without record and costs paid.

F. LeRoy Allen
JUDGE

APPROVED:
C. A. Hoopes
Attorney for Plaintiff
Clifton L. Caryl
Attorney for Defendant

ENTRY

Dick W. Rausch,
Plaintiff.
-vs-
Matthews Motor Sales, Inc.
Defendant.

Case No. 16875
Filed September 29, 1952

This day this cause came on to be heard on the motion of the defendant for permission to amend its Answer by interlining in paragraph six, line two, page one, after the word automobile the following: and that this defendant had repaired said auto to the amount of $214.07 which sum has never been paid to this defendant.

And on consideration thereof, said motion is granted, and said defendant is hereby permitted to amend its answer by interlining in paragraph six, line two, page one, after the word automobile, the following: and that this defendant had repaired said auto to the amount of $214.07 which sum has never been paid to this defendant.

F. LeRoy Allen
JUDGE

APPROVED:
Sanders & Grigsby
Attorneys for Plaintiff
Myers & Hoopes
Attorneys for Defendant

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
State of Ohio,
-vs-
Howard E. Beebout,
Defendant.

Case No. 3310
Filed September 30, 1952

Information for operating motor vehicle while under the influence of an intoxicating liquor.

This day came into Court the Prosecuting Attorney on behalf of the State of Ohio and the defendant coming into Court in company of his attorney, Todd Hoopes was required to plead to the Information.

Whereupon, the defendant by his attorney acknowledged service of the Information, waived the reading thereof and entered a plea of guilty.

The Court being fully advised in the premises accepted the plea of guilty and then inquired of Howard E. Beebout if he had anything to say why judgment should not be pronounced against him; and he showed no good and sufficient cause why judgment should not be pronounced.

It is therefore considered and adjudged by the Court that the said defendant stand convicted of the charge in the Information and that the said defendant pay a fine of one hundred fifty dollars ($150.00) and the cost of this prosecution and that he stand committed to the jail of Union County until the amount of said fine and costs be paid, or secure to be paid, or he be otherwise legally discharged. It is further ordered and adjudged by the Court that the defendant's right to drive be suspended for a period of ninety days (90) from the date of this order and that he deliver his driver's license to the Clerk of this Court for said period of ninety days (90).

F. LeRoy Allen
JUDGE

APPROVED BY:
Luther L. Liggett
PROSECUTING ATTORNEY

_____
ATTORNEY FOR DEFENDANT

JOURNAL ENTRY
IN RE: The appointment of an
Assistant Prosecuting Attorney

Filed September 30, 1952

This day this cause came on to be heard upon the application of the Prosecuting Attorney and the Court being fully advised in the premises finds that said application is reasonable and that it would be for the best interests of Union County, Ohio that Joseph B. Grigsby be appointed Assistant Prosecuting Attorney of Union County, Ohio for the purpose of representing the state in case no. 3310 being the state of Ohio vs. Howard E. Beebout.

It is therefore the order of this Court that Joseph B. Grigsby be, and he hereby is appointed Assistant Prosecuting Attorney of Union County, Ohio for the within named purpose.

F. LeRoy Allen
JUDGE

APPROVED BY:
Luther L. Liggett
PROSECUTING ATTORNEY

JOURNAL ENTRY
Donna Millington,
Plaintiff.
-vs-
Ernest Millington,
Defendant.

Case No. 17024
Filed October 1, 1952

This cause having come on to be heard on the petition, the answer of the defendant and the evidence and on consideration thereof, the court find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio for one year next preceding the same and was at that time a bonafide resident of the County of Union and that the parties hereto were married as in said petition set forth.

The court further find upon the evidence adduced that the defendant has been guilty of gross neglect of duty and 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 Donna Millington and Ernest Millington be, and the same hereby is dissolved and both parties are released from the obligations of the same. It is further ordered that the custody, care, education and control of the three children of the parties hereto be, until further order, confided to the said Donna Millington exclusively. Ernest Millington shall have the right of visiting his children at reasonable times as the parties may agree.

And the court find that the defendant is the owner of the following described real estate:

Situate in the State of Ohio, County of Union and Village of Richwood and bounded and described as follows:

Being twenty-six and one-half feet (26½) off the South side of Lot No. Six Hundred thirty-four (634) and Thirteen (13) feet off of the north side of Lot No. Six Hundred Thirty-three (633) in Orin Beem's Addition to Richwood, Ohio.

Being the same premises conveyed to Ernest Marion Millington by Warranty Deed recorded in Union County Deed Records Vol. 182, page 602.

And it is ordered that the said plaintiff have and possess as and for alimony a one-half interest in said real estate, subject only to the mortgage of the Union County Federal Savings and Loan Association of Marysville, Ohio, and taxes and assessments. And the defendant is hereby ordered to convey said premises and the improvements thereon and all appurtenances thereto appertaining and belonging to said plaintiff, her heirs and assigns forever by a good and sufficient deed in fee simple. And it is further ordered that upon the failure of said defendant to execute said conveyance within five days from the entry hereof, that this decree shall operate as such conveyance and in that case it is ordered that the Clerk cause so much of this decree to be recorded in the office of the Recorder of this county as will show such change of title.

And it is further ordered and adjudged that said plaintiff do also have, possess and enjoy as and for alimony so much or all of the parties' household goods as she may require to furnish a home for herself and the parties' minor children.

It is further ordered and adjudged that the defendant pay to the plaintiff through the office of the Clerk of this court for the support of said minor children the sum of $25.00 per week plus poundage until further order of this court.

It is further ordered and adjudged that the defendant, Ernest Millington, pay to the firm of Sanders and Grigsby, the sum of $200.00 as attorney fees, said sum being in lieu of any other payments for expenses heretofore ordered in this cause and in default of such payment for ten days execution is allowed to issue therefor. The costs of this proceeding are taxed to the defendant and execution is awarded therefor.

Exceptions saved for defendant.

James F. Bell
COMMON PLEAS JUDGE

APPROVED:
_____, Attorneys for Plaintiff.
_____, Attorney for Defendant.

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Cecil Leonard,
Plaintiff.
-vs-
Charles Spring, et al.,
Defendants.

Case No. 16880
Filed October 1, 1952

This day this cause came on to be heard upon motion of Cecil Leonard, by his attorney Gilbert Kirby, to pay the real estate taxes on said premises in order that said taxes will not be a lien upon said premises which are the subject of this action.

And the Court being fully advised in the premises finds that said motion is well taken and it is therefore ordered that the clerk of this Court out of the funds in her hands pay to the Treasurer of Union County the amount of $272.80 and to the Treasurer of Madison County the amount of $7.44, which pays said taxes to date.

F. LeRoy Allen
JUDGE

ENTRY OF JUDGMENT
The Richwood Lumber Company
A Corporation
Richwood, Ohio.,
Plaintiff.
-vs-
Lloyd Coder,
Marysville, Ohio,
RFD,
Defendant.

Case No. 17089
Filed October 2, 1952

This cause now coming on for hearing on the petition of the Plaintiff and the evidence, the Court finds that the Defendant, Lloyd Coder, has been duly served with summons in this case, which service of process is hereby approved, and that he is in default for answer or demurrer, and that the allegations of the petition are thereby confessed by him to be true.

Whereupon the Court takes the account and finds that the Defendant is indebted to the Plaintiff in the sum of Three Hundred Eighty Five Dollars and four cents ($385.04).

It is therefore considered by the Court that the said Plaintiff, The Richwood Banking Company, a corporation, recover from the Defendant, Lloyd Coder, and judgment is hereby rendered for the sum of $385.04 with 6 per cent interest from October 2nd, 1952, and his costs herein expended.

F. LeRoy Allen
Judge of the Court of Common Pleas,
Union County, Ohio.

APPROVED BY:
Lloyd George Kerns
Lloyd George Kerns
Attorney for Plaintiff.

JOURNAL ENTRY
Anabel W. Haines,
Plaintiff.
-vs-
John B. Haines,
Defendant.

Case No. 17107
Filed October 2, 1952

This cause came on to be heard on the 20th day of September, 1952 upon the pleadings and the evidence and the Court being fully advised in the premises it is hereby ordered, adjudged and decreed that the Defendant, John B. Haines, shall pay to the Plaintiff, Anabel W. Haines, the sum of Ten Dollars ($10.00) per week through the Clerk of Courts of Union County, Ohio for the support of Therese Haines, the minor child of the parties, the first payment to be made on the 20th day of September, 1952 and Ten Dollars ($10.00) each Saturday thereafter until a final determination of this cause.

It is further ordered by the Court that the Defendant, John B. Haines, shall have the right of visitation of Therese Haines, the minor child of said parties, between the hours of 1:30 P. M. and 4:30 P. M. on each Sunday and said visitation to be at the home of Lester E. Wall on North Clinton Street, in Richwood, Ohio, where said child will be in the custody of the Plaintiff, Anabel W. Haines, and said right of visitation shall continue until the further order of this Court.

F. LeRoy Allen
JUDGE

APPROVED:
Robert F. Allen
Attorney for Plaintiff.
Lloyd George Kerns
Attorney for Defendant.

ENTRY
M. E. Evans & W. H. Johnson,
dba Evans App. Store,
Plaintiff.
-vs-
Leo McKirgen,
Defendant.

Case No. 17096
Filed September 29, 1952

This case settled and dismissed without record and costs paid.

F. LeRoy Allen
JUDGE

APPROVED:
C. A. Hoopes, Attorney for Plaintiff.
Clifton L. Caryl, Attorney for Defendant.

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Hattie Brown,
Plaintiff.
-vs-
Kenneth Brown,
Defendant.

Case No. 16908
Filed October 3, 1952

Kenneth Brown, defendant herein, having filed his motion for an order of Court modifying the original order of June 14, 1952; it is hereby ordered that said motion be for hearing before said Court at 10:00 o'clock A. M. Saturday, October 11, 1952.

F. LeRoy Allen
JUDGE

JOURNAL ENTRY
Lamarr Hayes,
Plaintiff.
-vs-
Leonard O. Hayes, Jr.,
Defendant.

Case No. 16132
Filed October 3, 1952

This day this cause came on to be heard on the Motion of the Plaintiff and it appearing to the Court that said Motion is reasonable and should be granted.

It is, therefore, the order of this Court that the Defendant be directed to appear before this Court on Wednesday, October 15th, 1952 at 10:00 o'clock A. M. to then and there show cause why he should not be punished for contempt, and that notice of said hearing be served upon the Defendant, residing in Urbana Township, by the Sheriff of Champaign County, Ohio.

F. LeRoy Allen
JUDGE

APPROVED BY:
William L. Coleman
WILLIAM L. COLEMAN
ATTORNEY FOR PLAINTIFF

JOURNAL ENTRY - Order for Jurors to Be Drawn

Filed October 3, 1952

In Re Appropriation Proceedings
-vs-
Lawrence Hall,etal

September 6, 1952
No. 16765

It is ordered that 16 jurors be drawn by the Commissioners of Jurors, in the manner provided by law, for immediate service in the above entitled case.

F. LeRoy Allen
JUDGE

JOURNAL ENTRY
The F. & R. Lazarus Co.,
Plaintiff.
-vs-
Marvin Epps, et al.,
Defendants.

Case No. 17115
Filed October 3, 1952

This cause settled and dismissed without record and costs paid.

F. LeRoy Allen
JUDGE

APPROVED:
C. A. Hoopes
Attorney for Plaintiff.

JOURNAL ENTRY
Janice Clarridge,
Plaintiff.
-vs-
Doyle Clarridge,
Defendant.

Case No. 17116
Filed October 4, 1952

On application of plaintiff it is ordered that the 1952 Buick Riviera Two-door Sedan be retained by H. I. Huffman & Company until the further order of the Court; and it is ordered that a certified copy of this order be served by the Sheriff upon the defendant and upon H. I. Huffman and Company.

F. LeRoy Allen
JUDGE

APPROVED:
C. A. Hoopes
Attorney for Plaintiff

JOURNAL ENTRY
State of Ohio
-vs-
Alfred D. Rife,
Defendant.

Case No. ~~17066~~ 3296 7
Filed October 4, 1952

CONTINUED ON NEXT PAGE

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

Indictment for failure to provide for minor children, G. C. 13008.

This day came into Court the Prosecuting Attorney on behalf of the State of Ohio and the defendant coming into Court in company of his Attorney, Ernest E. Winters, was asked to plead to the Indictment.

Whereupon, the defendant by his attorney acknowledged service of the Indictment, waived the reading thereof and entered a plea of guilty.

Whereupon, the Court accepted said plea of guilty and inquired of Alfred D. Rife if he had anything to say why judgment should not be pronounced against him. The defendant at this time offered the Court to enter into a bond in the amount of five hundred dollars ($500.00) conditioned that he will pay, to the Clerk of Courts of Union County, Ohio, for the benefit of his said children the reasonable cost of keeping said children.

Whereupon, the Court under the provisions of Section 13010 of the General Code of Ohio adjudged that imposition of sentence in this case be, and the same hereby is suspended, provided the above conditioned bond of surety so offered is entered into by the Defendant and approved by this Court. It is further adjudged and ordered that imposition of sentence be suspended on condition also, that the said defendant pay and continue to pay the said Clerk of Courts of Union County the sum of fourteen dollars ($14.00) per week for the support of his children until further order of this Court; and also on condition of good behavior and that the Defendant pay the costs of this prosecution for which execution is awarded.

F. LeRoy Allen
JUDGE

APPROVED BY:
Luther L. Liggett
PROSECUTING ATTORNEY
Ernest E. Winters, Huntington, W. Va.
ATTORNEY FOR DEFENDANT

JOURNAL ENTRY
Marie Strauss,
Plaintiff.
-vs-
Mabel Strauss, et al.,
Defendants.

Case No. 16931
Filed October 7, 1952

This cause came on for hearing on the 6th day of October, 1952, on the petition of the plaintiff and the answer of Luther L. Liggett, Guardian Ad Litem for Curtis Strauss, a minor defendant, and the evidence, and the court finds it has jurisdiction of the subject matter and all the parties and that all the defendants except the minor, Curtis Strauss, by Guardian Ad Litem, are in default of answer. The court also finds that plaintiff is the owner of an estate in fee simple in an undivided 10/28ths interest in the real estate described in the petition and that the defendant, Mabel Strauss is entitled to an undivided 10/28th interest, that Fred Newhouse and Ellena Welch have no interest in said property, having deeded their interests to plaintiff and defendant, Mabel Strauss; that Ruth Griffith, Mary Sikiola, Charles Olds and Dale Olds are each seized of an undivided 1/28th interest and that Curtis Strauss is seized of an undivided 4/28ths interest in said real estate, and that plaintiff is entitled to have partition made of said premises as prayed for in the petition.

It is, therefore, ordered, adjudged and decreed that partition of said property be made and Walter F. Cody, Fred Scheiderer and Albert Fensel, three judicious and disinterested freeholders of the vicinity are hereby appointed Commissioners to make the same.

It is further ordered that a writ issue to the Sheriff of Union County, Ohio commanding him that by the oaths of said Commissioners 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 to be entitled, and of his proceedings herein the said Sheriff is ordered to make due return.

F. LeRoy Allen
JUDGE OF COMMON PLEAS COURT

JOURNAL ENTRY
John Scheiderer
229 E. Plum Street
Marysville, Ohio,
Plaintiff.
-vs-
Industrial Commission of Ohio,
Defendant.

Case No. 17122
Filed October 7, 1952

Case settled and dismissed by agreement of parties; no record; costs to be paid by defendant.

F. LeRoy Allen
JUDGE

APPROVED:
Alfred D. Treherne
For the Plaintiff
Chalmers P. Wylie
Asst. Attorney General
for the Defendant.

JOURNAL ENTRY
Edna Hickok,
Plaintiff.
-vs-
Robert Hickok,
Defendant.

Case No. 16982
Filed October 8, 1952

The above motion shall be heard in this court on the 14th day of October, 1952, at 10:30 o'clock A. M. Copy of the motion and journal entry shall be served upon defendant.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED:
Sanders & Grigsby
Attorneys for Plaintiff.

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Janice Clarridge,
Plaintiff.
-vs-
Doyle Clarridge,
Defendant.

Case No. 17116
Filed October 11, 1952

This cause came on to be heard upon the motion of the plaintiff to modify the former order of the court impounding the automobile of the defendant and upon the motion of the plaintiff for an order of temporary alimony for the support of the minor children of the parties, and was submitted to the court.

And the court being fully advised sustains the defendants motion, provided that the defendant will retain the car until the final hearing hereof. It is therefore ordered that defendant have immediate possession of said car.

The court sustains plaintiff motion for temporary alimony, awards plaintiff the temporary custody of the children of the parties; directs the defendant to pay to the Clerk of the Court for the support of said children the sum of $25.00 per week, until the further order of the court, the first payment to be made not later than October 18th; defendant to have the privilege of visiting said children on Sundays between the hours of one and five P. M. and to take the two older children away from plaintiff's home during said hours.

F. LeRoy Allen
JUDGE

APPROVED:
C. A. Hoopes, Attorney for Plaintiff.
William J. Porter, Attorney for Defendant.

JOURNAL ENTRY
Kenneth Jackson, a minor, by
Leona Jackson, his mother and
next friend,
Plaintiff.
-vs-
Mabel Lou Jackson,
Defendant.

Case No. 17091
Filed October 11, 1952

This day this cause came on to be heard on the petition of the plaintiff and the evidence, and on consideration thereof, the court find that the plaintiff at the time of filing his petition had been a resident of the County of Union, State of Ohio, for one year preceding the same, and that the parties were married as in said petition set forth and that no children are the issue of said marriage; that the defendant was personally served with a summons and a copy of the petition herein and having failed to appear the court finds her in default for answer and demurrer to said petition and finds that the allegations thereof are confessed by her to be true.

The court further finds, upon the evidence adduced, that the defendant has been guilty of gross neglect of duty and that by reason thereof 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 Kenneth Jackson and Mabel Lou Jackson be, and the same hereby is dissolved and both parties are released from the obligations of the same.

Costs taxed to plaintiff.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED:
Sanders & Grigsby
Attorneys for Plaintiff

JOURNAL ENTRY
Anabel W. Haines,
Plaintiff.
-vs-
John B. Haines,
Defendant.

Case No. 17107
Filed October 11, 1952

George W. Hunt is ordered to pay into the Clerk of Courts the proceeds of the soybeans belonging to the parties, which will be later disposed of by the Court.

F. LeRoy Allen
JUDGE

APPROVED:
Robert F. Allen
Attorney for Plaintiff
Lloyd George Kerns
Attorney for Defendant

JOURNAL ENTRY
Sam O. Geese,
Plaintiff.
-vs-
M. E. Fravel,
Defendant.

Case No. 16571
Filed October 13, 1952

This cause coming on for hearing on the motion of attorneys for defendant and it appearing to the court that said motion is reasonable, it is ordered that the Clerk of this court notify Sam O. Geese, the plaintiff, and M. E. Fravel, the defendant, and their attorneys of record that this matter will be heard on the petition and cross petition on the 28th day of October, 1952, and that in the event neither party appears the petition and cross petition will be dismissed in conformity to rules of this court, with prejudice to new actions.

F. LeRoy Allen
JUDGE OF COMMON PLEAS COURT.

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Lydia Woodward,
Plaintiff.
-vs-
James Woodward,
Defendant.

Case No. 17052
Filed October 13, 1952

This day this cause came on to be heard on the Petition of the Plaintiff and the Court finds that the Defendant has been duly served with summons and a copy of the Petition as required by law, which service is hereby approved, and that the Court has jurisdiction of the cause of action and the parties hereto. The Court further finds that the Defendant is in default for answer or demur and that the Plaintiff is and was for at least one year immediately preceeding the commencement of this action a bonafide resident of the State of Ohio and is and was for more than ninety days preceeding the commencement of this action a bonafide resident of Union County, Ohio. The Court further finds that the parties were married as in the Petition set forth and that one child, to-wit, Mary Kathryn Woodward, was born the issue of said marriage.

The Court further finds that the Defendant has been guilty of gross neglect of duty as alleged in the Petition of the Plaintiff and that by reason thereof the Plaintiff is entitled to a divorce; It is, therefore, ordered, decreed and adjudged that the Plaintiff, Lydia Woodward, be and hereby is granted a divorce from the Defendant, James Woodward, and the marriage contract heretofore existing between the parties is hereby dissolved and both of the parties hereto released from its obligations.

It is further ordered that the Plaintiff be granted the care, custody and control of the minor child, Mary Kathryn Woodward, age 17 years, sais minor child having indicated her preference in wanting to reside with her mother. It is further ordered that all household goods be and is adjudged to the Plaintiff for the welfare of herself and her daughter and it is further directed that the Defendant pay the sum of $10.00 per week for the support of said child, he to have all reasonable rights of visitation.

It is further ordered that the Defendant pay to the Clerk of this Court the sum of One Hundred Dollars ($100.00) with One Hundred Twenty (120) days from date for counsel fees for Plaintiff's attorney, all for which execution is awarded.

It is further ordered that the Plaintiff pay the costs of this Proceeding and recover the same from the Defendant.

F. LeRoy Allen
JUDGE

APPROVED BY:
William L. Coleman
WILLIAM L. COLEMAN
ATTORNEY FOR PLAINTIFF

JOURNAL ENTRY
ASSIGNMENT OF A JUDGE OF THE
COURT OF COMMON PLEAS

Filed October 14, 1952

Hon. Arthur D. Tudor, a resident Judge of the Court of Common Pleas of Hardin County, Ohio, is hereby assigned to temporarily preside and hold court in the Court of Common Pleas of Union County, Ohio, on Tuesday, October 14, 1952, and to continue therein until the court business on which he enters is completed.

This assignment is made under authority of the Constitution and statutes of Ohio.

Carl V. Weqgaredt
Chief Justice,
The Supreme Court of Ohio

(SEAL)

Issued under the seal of the Court at Columbus, Ohio, this 3rd day of October, 1952.

JOURNAL ENTRY
Appropriation lands of
LAWRENCE HALL, et al, etc.

Case No. 16765
Filed October 16, 1952

This cause came on for further hearing on Motion of the Director of Highways to consolidate this case with Case No. 17053, now pending in this court.

This Motion was heard before the Court, both parties being represented by counsel, and upon agreement of counsel for both sides the above two cases are consolidated.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED That case No. 17053 be consolidated with Case No. 16765 and that the issues be tried before one jury and as one trial.

F. LeRoy Allen
JUDGE

APPROVED:
C. William O'Neill
C. William O'Neill
Attorney General
Hugh E. Kirkwood, Jr.,
Hugh E. Kirkwood, Jr.
Assistant Attorney General
(Attys. for Director of Highways)
Myers and Hoopes
Myers and Hoopes
Attorney for appellants.

JOURNAL ENTRY
In the Matter of
THE APPOINTMENT OF Harold K. Simpson, Auctioneer

Case No.
Filed October 16, 1952

Harold K. Simpson having made application to be appointed and licensed an Auctioneer; and it appearing to the Court that he is a suitable person and resides in this County;

It is ordered that said Harold K. Simpson be and is appointed Auctioneer for one year from this date, and is authorized to exercise the occupation and to sell any property or effects by public auction, vendue or outcry in any County in the State of Ohio, during said appointment.

The Court determines the amount to be paid by said Harold K. Simpson to be the sum of Five Dollars,

And the said Harold K. Simpson having given bond to the State with Ohio Casualty Co. as surety in the sum of One Thousand Dollars, conditioned according to law; and said surety being sufficient, said bond is approved by the Court.

And it is further ordered that upon said Harold K. Simpson making payment to the Treasurer of this County of the sum of money so required of him, and such payment being duly certified to the Clerk of this Court as provided by law, said Clerk issue a license in proper form under the seal of the Court granting to said Harold K. Simpson so appointed full power and authority to exercise the occupation of Auctioneer according to his appointment.

F. LeRoy Allen
JUDGE

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

VERDICT
Appropriation lands of
LAWRENCE HALL, ET AL, etc.

Case No. 16765
Filed October 16, 1952

We, the Jury, being duly impaneled and sworn in the above entitled proceedings, do find and assess the compensation for land taken and damages, if any, to the residue, and damages by reason of the vacation of part of U. S. Route 33, to be paid by the State of Ohio to the appellants, Lawrence Hall and Avilla Hall by reason of the appropriation of their property by the Director of Highways for the use of the State for highway purposes and by reason of the vacation of a portion of Route 33, as follows:

Compensation for lands taken.....	$ 600.00
Damages, if any, to the residue.....	5400.00
Damages, if any, by reason of the vacation of a portion of Route 33.....	600.00
Total.....	$6600.00

And we do so render our verdict upon the concurrence of 12 members of said jury, that being three-fourths or more of our number. Each of us said jurors concurring in said verdict signs his name hereto this 16 day of October, A. D. 1952.

William Wolff
Ed Mills
Delbert Stewart
Finnan Scheiderer
C. E. McAllister
Alva Skidmore
Ray Middleton
Edward Ehret
Helen L. Marshall
Betty Carpenter
Ruth Cron
Harry Barger

ENTRY
The Central National Bank of Cleveland,
Plaintiff.
-vs-
Edwin E. Lewis and
Betty Jo Lewis, et al.
Defendants.

Case No. 16254
Filed October 17, 1952

This day this cause came on to be heard on the report of the Receiver and upon examination of the same the Court does hereby approve and confirm it.

The Court finds that said Receiver now has in his possession the sum of Seventy-five dollars ($75.00) and it is ordered that he pay to himself the sum of Twenty-five Dollars ($25.00) as compensation for his services as such Receiver. It is further ordered that the balance in the sum of Fifty ($50.00) Dollars be paid to the Sheriff of Union County, Ohio, for distribution with the proceeds of the sale of said real estate in compliance with the order of this Court.

Upon said payment of the sum of Fifty Dollars ($50.00) to the Sheriff, it is ordered that said Receiver be discharged and his bond released.

F. LeRoy Allen
Common Pleas Judge

ENTRY
The Central National Bank of Cleveland,
Plaintiff.
-vs-
Edwin E. Lewis and
Betty Jo Lewis, et al,
Defendants,

Case No. 16254
Filed October 17, 1952

This day this cause came on to be heard on the motion of Plaintiff for confirmation of sale made under former order of this court, and on the Plaintiff producing Sheriff's return of sale made under former of this Court, and upon report of receiver, and the Court on careful examination thereof and of the proceedings of said Sheriff and the evidence adduced, being satisfied that the same have been in all respects in conformity to law and the former orders of this Court, it is ordered that said proceedings of said sale be and hereby are confirmed.

It is further ordered that said Sheriff convey to the said Robert L. Neill and Dorothy A. Neill a good and sufficient deed for said property according to law; and that said Robert L. Neill and Dorothy A. Heill be and they are hereby subrogated to all rights of all lien holders on said premises, so far as may be necessary for the protection of their title. It is further ordered that the Clerk cause satisfaction of the mortgages recorded at Vol. 132 page 137, Vol. 140 page 247 and Vol. 140 page 331 herein sued upon to be entered upon 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 Fifty seven hundred ($5700.00) Dollars and the Fifty ($50.00) Dollars reported by the receiver as assets in his hands, or a total of fifty-seven hundred and fifty ($5750.00) Dollars for distribution, it is ordered that the Sheriff pay out of said money in his hands:

First: The costs of this action in the sum of - - - $218.48
Second: Sanders & Grigsby, attorneys, for furnishing Certificate of Title in this action - - - $30.00
Third: The claim of the Central National Bank of Cleveland the holder of the first lien, the sum of $5644.06 due said lienholders less the sum of $142.95 an advance payment held by said mortgagee, or a net sum of - - - $5501.11
Fourth: To D. R. Cooper the holder of the second lien, the balance of the proceeds of said sale amounting to - - - .41.

F. LeRoy Allen
Common Pleas Judge

Approved by:
Laylin and Smith (per C. H. Royon)
Attorney for Plaintiff.
Sanders & Grigsby

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Charlotte A. Humphrey Kuhn
1328 26th Avenue,
Columbus, Ohio,
Plaintiff.
-vs-
Earl R. Humphrey,
Defendant.

Case No. 16568
Filed October 17, 1952

This day this cause came on to be heard upon the Motion of the Defendant for the Plaintiff to appear and answer why she should not be punished as for a contempt of a former order of this Court.

The said Charlotte A. Humphrey Kuhn appearing before this Court was examined under oath touching the matters contained in said charge and other evidence was also offered, and upon consideration the Court finds the said Charlotte A. Humphrey Kuhn guilty of contempt as charged in the Motion.

It is therefore ordered and adjudged that the Defendant have the custody of the parties' minor child every weekend from Saturday 12 Noon until Sunday evening until the Defendant has had the child for the same number of weekends as the Plaintiff since the granting of the decree of divorce in this cause to all of which the Plaintiff excepts.

F. LeRoy Allen
JUDGE

APPROVED BY:

Attorney for Plaintiff.
Luther L. Liggett
Attorney for Defendant.

VERDICT
John C. Michaels,
Plaintiff.
-vs-
Leo McKirgan,
Defendant.

Case No. 16987
Filed October 17, 1952

We, the Jury, being duly impaneled and sworn and affirmed, find the issues in this case in favor of the Defendant, Leo McKirgan And we do so render our verdict upon the concurrence of _____ members of our said Jury, that being three-fourths or more of our number. Each of us said jurors concurring in said verdict signs his name hereto this 17th day of October, 1952.

Francis Poling
Vachel B. Collier
Milton J. C. Scheiderer
Gertrude Cox
Lottie Evans
Mauna Pullins
Mabel Brooks
Walter Harbold
Leslie Goff
Leo Haughn, Foreman
Marion Wood
Margaret Ann Riley

JOURNAL ENTRY
William Patrick,
Plaintiff.
-vs-
Awanda Jean Patrick,
Defendant.

Case No. 17101
Filed October 18, 1952

This cause coming on to be heard on the Petition of the Plaintiff and the Defendant being in default of answer or demur and the Court finds from the evidence that the Plaintiff is and was for at least one year immediately preceeding the commencement of this action a resident of the State of Ohio and is and was for more than ninety days immediately preceeding commencement of this action a bonafide resident of Union County, Ohio, and further that the Defendant, Awanda Jean Patrick, and Shelly Patton, her mother and next friend were duly served with summons according to law, which service is hereby approved, and that the Court has jurisdiction of the cause of action and the parties hereto.

The Court further finds that the parties were married as in the Petition set forth and that one child, to-wit, Max David Patrick, was born the issue of said marriage, an investigation being made as required by law.

The Court further finds that the Defendant has been guilty of gross neglect of duty toward the Plaintiff and by reason thereof Plaintiff is entitled to a divorce from the Defendant.

It is, therefore, ordered decreed and adjudged that the Plaintiff, William Patrick, be and hereby is granted a divorce from the Defendant, Awanda Jean Patrick, a. k. a. Wanda Jean Patrick, and the marriage contract heretofore existing between the parties is hereby dissolved and both of the parties hereto released from its obligations.

It is further ordered that the care, custody and control of the minor child of the parties hereto, to-wit, Max David Patrick, be and hereby is confided to the Defendant, Awanda Jean Patrick, with the privilege to said Defendant to take said minor child into the State of Kentucky for the purpose of establishing a home and the Plaintiff is to have all reasonable rights of visitation. The Plaintiff is hereby directed to pay the sum of Eight Dollars and Fifty Cents ($8.50) per week for the support of said minor child, the same being based upon the present earnings of the Plaintiff and therefore subject to modification.

It appearing to the Court that a property settlement has been agreed upon as follows: That the defendant, Awanda Jean Patrick, shall have as her own the stove, kitchen cabinet, kitchen table and chairs, and Fifty Dollars ($50.00) in cash, plus counsel fees which are to be paid by the Plaintiff, and the Plaintiff, William Patrick, is to have the balance of the household goods including the refrigerator, couch, two rugs, and other items, the lawm mower and automobile and any other possessions, and said property settlement is hereby approved and confirmed.

It is further ordered that the Pla ntiff pay the costs of this proceeding for which execution is awarded.

F. LeRoy Allen
JUDGE

APPROVED BY:
William L. Coleman
WILLIAM L. COLEMAN
ATTORNEY FOR PLAINTIFF
Myers & Hoopes
MYERS & HOOPES
ATTORNEYS FOR DEFENDANT

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
William J. Boerger,
Plaintiff.
-vs-
Carrol C. Mathys
Mildred Mathys,
Defendants.

Case No. 17135
Filed October 24, 1952

This day came the plaintiff, by his attorney; also appeared in open court, for and on behalf of said defendants, an attorney at law of this court, and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendants, entered the appearance of said defendant, 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 Two Hundred Fifty Eight dollars and Seventy Five cents, being the amount of the principal and interest due on said note, and for the costs taxed and to be taxed, and released and waived all exceptions, errors and right of appeal in the premises.

It is therefore considered that said plaintiff recover from said defendant the sum of Two Hundred Fifty Eight Dollars and Seventy Five Cents, being the amount of said note and unpaid interest due therenn from the 15th day of March 1952 to date of judgment; and also recover his costs herein expended, taxed at $, and interest on said judgment at 6% per cent. per annum, from said date of judgment until paid.

F. LeRoy Allen
JUDGE

ENTRY FIXING BOND
Donna Millington,
Plaintiff.
-vs-
Ernest Millington,
Defendant.

Case No. 247 Court of Appeals
Filed October 21, 1952

Defendant having filed herein Notice of Appeal on questions of law and fact from the final order and judgment entered on the 1st day of October, 1952, it is ordered by the Court that a bond in the sum of Five hundred ($500.00) Dollars be approved and payable to Plaintiff, conditioned according to Section 8005-7 of the General Code of Ohio (formerly G. C. O. Section 8035).

F. LeRoy Allen
Common Pleas Judge

ENTRY
The Citizens Federal Savings
and Loan Association,
Plaintiff.
-vs-
Asa Myers, et al.,
Defendant.

Case No. 17128
Filed October 21, 1952

This case settled and dismissed without record, costs paid.

F. LeRoy Allen
JUDGE

APPROVED:
C. A. Hoopes
Attorney for Plaintiff.

JOURNAL ENTRY
Mildred M. Carroll,
Plaintiff.
-vs-
Gradie E. Carroll,
Defendant.

Case No. 17130
Filed October 22, 1952

This day this cause came on to be heard upon the filing of the petition by plaintiff and the motion of plaintiff for a restraining order and temporary alimony.

Said matter is set for hearing on the question of the restraining order and temporary alimony for the 25th day of October, 1952, at 10:00 o'clock A. M.

It is further ordered that service of a copy of this entry on defendant shall constitute notice as to the time and place of said hearing.

F. LeRoy Allen
JUDGE

ORDER FOR ATTACHMENT
Carl V. McCann dba Marty's
Truck Stop,
Plaintiff.
-vs-
John M. Ferguson,
Defendant.

Case No. 17136
Filed October 24, 1952

To the Sheriff of Union County, Ohio:

You are commanded to attach the lands, tenements, goods, chattels, stocks, or interest in stocks, rights, credits, money and effects of defendant, John M. Ferguson, in your county, not exempt by law from being applied to the payment of plaintiff's claim, or so much thereof as will satisfy his claim, for $763.75, and the probable costs of this action in the sum of $25.00.

You will make return of this order on the 3rd day of November, 1952.

Witness my hand and the seal of this court this 24th day of October, 1952.

F. LeRoy Allen
JUDGE

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Lamarr Hayes,
Plaintiff.
-vs-
Leonard O. Hayes, Jr.,
Defendant.

Case No. 16132
Filed October 25, 1952

This day this cause came on to be heard upon the Application of the Plaintiff, and it appearing to the Court that the parties have compromised the matter of back support money and have settled the same for One Hundred Fifty Dollars, ($150.00), this date, it is ORDERED that the said contempt proceedings be dismissed.

It is further ORDERED that in the future all payments for the support of the minor child be made at the rate of Twenty One Dollars, ($21.00), twice per month on the tenth (10th) and twenty-fifth (25th) day of each and every month, with the first of said payments being payable on or before October 25th, 1952, that thereafter the payments shall be made at intervals as set forth above and to be in the sum of Twenty One Dollars, ($21.00), each.

It is further ORDERED that all questions of back support money shall be settled as of this date.

F. LeRoy Allen
JUDGE

APPROVED:
William L. Coleman
William L. Coleman, Attorney for Plaintiff.
Harvey Crow
Harvey Crow, Attorney for Defendant.

JOURNAL ENTRY
Clarence Richard Baldwin,
Plaintiff.
-vs-
Dorothy Floretta Shumway Baldwin,
Defendant.

Case No. 17129
Filed October 25, 1952

On application of defendant and it appearing that she is a minor 20 years of age and has been duly served with summons it is ordered that Hazel Shumway be and she hereby is appointed Guardian at Litem to defend said action on behalf of said defendant.

F. LeRoy Allen
COMMON PLEAS JUDGE

JOURNAL ENTRY
Clarence Richard Baldwin,
Plaintiff.
-vs-
Dorothy Floretta Shumway Baldwin,
Defendant.

Case No. 17129
Filed October 25, 1952

This day this cause came on to be heard upon the filing of the Answer and Cross Petition of the defendant and upon motion of defendant that plaintiff be required to pay temporary alimony during the pendency of this suit and that he be required to pay attorney fees for defendant's attorneys.

Upon consideration of the same the court sets said cause for hearing on the 8th day of November, 1952, at 10:00 o'clock A. M.

It is further ordered that service of a copy of this entry on plaintiff shall constitute notice as to the time and place of said hearing.

F. LeRoy Allen
COMMON PLEAS JUDGE

IN THE MATTER OF
TIMES FOR HOLDING
COMMON PLEAS COURTS

Filed October 27, 1952

It is ordered that the terms of the Common Pleas Court in the County of Union for the year 1952 be fixed as follows, to-wit: On the 5th day of January and the 4th day of May and the 14th day of September and the said terms of said court begin at 9:30 o'clock A. M.

F. LeRoy Allen
Judge of Common Pleas Court,
Union County, Ohio.

JOURNAL ENTRY
LaVerne Current,
Plaintiff.
-vs-
Everett Current,
Defendant.

Case No. 17137
Filed October 27, 1952

This day this cause came on to be heard upon the petition of plaintiff and motion of plaintiff for temporary custody of the minor children, temporary support of minor children, temporary alimony and attorney fees and that defendant be enjoined and restrained from transferring, selling or disposing of any property, whether real or personal, until further order of this court.

It is ordered that said cause be for hearing before this court on the 1st day of November, 1952, at 10:00 o'clock A. M.

It is further ordered that service of a copy of this entry on defendant shall constitute notice as to the time and place of said hearing.

F. LeRoy Allen
COMMON PLEAS JUDGE.

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY

Zella Skaggs,
258 North Avenue
Plain City, Ohio,
Plaintiff.
-vs-
Earl D. Skaggs,
258 North Avenue
Plain City, Ohio.,
Defendant.

Case No. 17138
Filed October 29, 1952

This day, this cause came on for hearing on the motion of the Plaintiff, Zella Skaggs, asking for temporary alimony and support and a temporary restraining order; and on consideration thereof, it is ordered by the Court, that the said defendant be, and he hereby is, restrained from molesting the plaintiff and her minor child in the place where she now lives.

It is further ordered by the Court that the defendant appear before this Court on the 7th day of November, 1952 at 10:00 o'clock A. M. and then and there show cause why he should not pay the plaintiff temporary alimony and support pending this action.

F. LeRoy Allen
JUDGE

Joretta Steck, a minor by
Beulah Patecall, her mother and
next friend.,
Milford Center, Ohio.,
Plaintiff.
-vs-
Don Richard Steck,
38 Flax Street,
Delaware, Ohio.,
Defendant.

Case No. 17112
Filed October 29, 1952

This cause came on this day to be heard on the petition of the plaintiff, the return of the Sheriff, the evidence, and the argument of counsel; and upon consideration the Court, being fully advised in the premises, finds that the defendant, Don Richard Steck has been legally served with summons and process, and has been legally notified of the pendency of the prayer of the petition, and is properly before the Court. The Court further find that the plaintiff, at the time of the filing of her petition, had been a resident of the State of Ohio for one year next preceding the same, and was at that time, and had been for more than ninety days, a bona fide resident of Union County, Ohio, and that the Court has jurisdiction of the cause of action and the parties hereto, that the parties hereto were married, as in said petition set forth, and that there are no children as the issue of said marriage.

The Court further find, upon the evidence adduced, that the defendant has been guilty of 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 Joretta Steck and Don Richard Steck be, and the same hereby is, dissolved, and both parties are released from the obligations of the same and the plaintiff is hereby granted a divorce from the defendant.

It is further ordered that the plaintiff be, and she hereby is, restored to her maiden name of Joretta Stidham.

It is further ordered by the Court that the defendant pay the costs of this proceeding.

F. LeRoy Allen
JUDGE

VERDICT

F. H. George,
Plaintiff.
-vs-
Geo. W. Wilson and
Mayme P. Wilson,
Defendants.

Case No. 16910
Filed October 30, 1952

We, the Jury, being duly impaneled and sworn, find upon the issued joined between the plaintiff and defendants upon the matters set out in the Plaintiff's petition, in favor of the Defendants.

We further find upon the issues joined between the Defendants and the Plaintiff upon the matters set up in the Defendant's answer and cross-petition, in favor of the Defendants, and that there is due to the Defendants from the Plaintiff the said sum of no. Dollars.

And we do so render our verdict upon the concurrence of 11 members of our said Jury, that being three-fourths or more of our number. Each of us said jurors concurring in said verdict signs his name hereto this 29th day of October, 1952.

Francis Poling
Charles C. Woodworth
Vachel B. Collier
Irene Miefert
Mauna Pullins
Mabel Brooks
Gertrude Cox
Edna Wilt
Leslie Goff
Philip Ferryman
Leo Haughn (Foreman)

ENTRY APPOINTING DEPUTY SHERIFF

Filed October 30, 1952

By virtue of the power vested in me Sheriff of Union County, Ohio and in pursuance and in compliance with Section 2830 of the General Code of Ohio, I do hereby appoint Franklin K. Simpson a Deputy Sheriff of Union County, Ohio invested with all authority and power of a Deputy Sheriff.

Walter T. Galloway
Sheriff of Union County, Ohio.

Whereupon came Franklin K. Simpson and accepted said appointment and office and make oath as follows:

STATE OF OHIO
UNION COUNTY

I do solemnly swear that I will support the Constitution of the United States and of the States and of the State of Ohio, and that I will faithfully and impartially discharge the duties of Deputy Sheriff of Union County, Ohio, to which I have been appointed according to law and the best of my ability/

Franklin K. Simpson

Sworn to before me and subscribed in my presence this 30th day of October, 1952.

F. LeRoy Allen
Judge of the Court of Common Pleas.

The above appointment approved by me this 30th day of October, 1952.

F. LeRoy Allen
Judge of the Court of Common Pleas, Union County, Ohio.

ENTRY APPOINTING DEPUTY SHERIFF — Filed October 30, 1952

By virtue of the power bested in me Sheriff of Union County, Ohio and in pursuance and in compliance with Section 2830 of the General Code of Ohio, I do hereby appoint Donald Boyer a Deputy Sheriff of Union County, Ohio invested with all authority and power of a Deputy Sheriff.

Walter T. Galloway
Sheriff of Union County, Ohio.

Whereupon came Donald Boyer and accepted said appointment and office and make oath as follows:

STATE OF OHIO
UNION COUNTY

I do solemnly swear that I will support the Constitution of the United States and of the State of Ohio, and that I will faithfully and impartially discharge the duties of Deputy Sheriff of Union County, Ohio, to which I have been appointed according to law and the best of my ability.

Donald Boyer

Sworn to before me and subscribed in my presence this 30th day of October, 1952.

F. LeRoy Allen
Judge of the Court of Common Pleas.

The above appointment approved by me this 30th day of October, 1952.

F. LeRoy Allen
Judge of the Court of Common Pleas, Union County, Ohio.

ENTRY

James C. Simmons,
Plaintiff.
-vs-
Ohio Central Telephone Company,
a corporation,
Defendant.

Case No. 17063
Filed October 29, 1952

This day this cause is settled and dismissed without record and with prejudice at the cost of the defendant.

F. LeRoy Allen
JUDGE

APPROVED:
Jenkins Williams Wendt Murray and Deeg
By Richard C. Deeg
Wiles and Doucher

JOURNAL ENTRY

In the matter of the Satisfaction and
Discharge of Judgment entered against
Robert C. Rhodes - Marysville Sand & Gravel Co.
R D 1, Milford Center, O.

Filed October 1, 1952

(Ohio Sales Tax Assessment - Serial No. A 1813)

The Tax Commissioner coming on this day to consider the matter of the satisfaction and discharge of judgment entered by the Clerk of Common Pleas Court of Union County for The People of the State of Ohio (Department of Taxation - Division of Sales and Excise Taxes) against Robert C. Rhodes - Marysville Sand & Gravel Co. September 29, 1952, of record in the Office of the Clerk of Courts, Union County, Ohio, Sales Tax Certificate of Judgment Number 473, and being fully advised in the premises, finds that:

The records of the Department of Taxation disclose that the sum of Twenty-three Dollars and Seventy-two cents ($23.72) has been received, of which Twenty three Dollars and Twenty Cents ($23.20) represents the amount of the assessment against the above taxpayer that was reduced to judgment and Fifty-two Cents represents interest at the rate of six per centum (6%) per annum from the date of judgment to date of payment.

WHEREFORE, the Clerk of Common Pleas Court of Union County is hereby authorized and directed upon the payment of the court costs to enter satisfaction and discharge of said judgment of record.

DEPARTMENT OF TAXATION
/s/ John W. Peck
John W. Peck - Tax Commissioner

I hereby certify the foregoing
to be a true and correct copy
of the action of the Department
of Taxation this day taken by the
Tax Commissioner, with respect
to the above matter.
John W. Peck
John W. Peck - Tax Commissioner

JOURNAL ENTRY

Med-O-Pure Dairy Foods, Inc.,
Plaintiff-Appellee,
-vs-
Chester Clegg, Sr., and Chester Clegg, Jr.,
doing business as Clegg Dairy, Marysville, Ohio,
Defendant-Appellant.

Case No. 244
Filed October 20, 1952

On Motion of Appellant, Notice of Appeal is hereby dismissed at Appellant's costs.

George S. Middleton
Clarence U. Ahl
Charles A. Guernsey

APPROVED BY:
Clifton L. Caryl, Attorney for Appellant.

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
The Board of Trustees of the
Ohio Annual Conference of
The Methodist Church,
a Corporation,
Plaintiff.
-vs-
Anna M. Ferris,
Defendant.

Case No. 17075
Filed November 1, 1952

This day this cause came on to be heard upon a demurrer of defendant filed contra to plaintiff's petition. The issues having been presented to the Court upon oral argument, the Court finds that demurrer not well taken and overrules the same.

WHEREFORE, it is ordered and adjudged that said demurrer be, and the same hereby is, overruled in its entirety, to which ruling of the Court defendant excepts. Defendant is hereby given leave to file her answer within fifteen (15) days.

F. LeRoy Allen
JUDGE

APPROVED:
G. W. Fais
Attorneys for Plaintiff
Milo L. Myers
Attorney for Defendant

JOURNAL ENTRY
Sam O. Geese,
Plaintiff.
-vs-
M. E. Fravel,
Defendant.

Case No. 16571
Filed November 1, 1952

This cause coming on for hearing on the 28th day of October, 1952, the court finds that in pursuance to a motion and journal entry previously filed in this court notice of said motion and journal entry having been sent to plaintiff and defendant by the Clerk of Court notifying them that unless the case was tried on the 28th day of October, 1952, that said case would be dismissed with prejudice to new actions and that neither party appeared on said date.

It is therefore ordered that the petition and cross petition of plaintiff and defendant be dismissed with prejudice to new actions with costs taxed to plaintiff.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED:
Sanders & Grigsby
Attorneys for Defendant.

JOURNAL ENTRY
White Cross Hospital,
Plaintiff.
-vs-
Gottleib Feucht,
Defendant.

Case No. 17118
Filed November 1, 1952

Upon motion of the Defendant, Gottleib Feucht, requesting that one Clifton L. Caryl be made party defendant in this proceeding and upon consideration thereof, the Court finds that said Motion is reasonable and should be granted.

It is, therefore, the order of this Court that Clifton L. Caryl, Attorney at Law, Marysville, Ohio, be and is hereby made a party defendant to this proceeding. It appearing to the Court that his presence is said proceeding is essential and that he is a necessary party to this proceeding in order for a complete disposition of the same.

F. LeRoy Allen
JUDGE

APPROVED BY:
Norman C. Carey
ATTORNEY FOR PLAINTIFF
NORMAN C. CAREY
William L. Coleman
ATTORNEY FOR DEFENDANT
WILLIAM L. COLEMAN

JOURNAL ENTRY
Mary LeVon Dooley,
Plaintiff.
-vs-
Worley W. Dooley,
Defendant.

Case No. 17050
Filed November 1, 1952

Case dismissed, no record, costs paid.

F. LeRoy Allen
JUDGE

APPROVED BY:
Clifton L. Caryl
Attorney for Plaintiff.

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
LaVerne Current,
Plaintiff.
-vs-
Everett Current,
Defendant.

Case No. 17137
Filed November 1, 1952

This day this cause came on to be heard upon the motion of Plaintiff and the evidence and argument of counsel and the court, being fully advised in the premises, orders that plaintiff and defendant be restrained and enjoined from selling or disposing of any property either real or personal until further order of this court.

It is further ordered, adjudged and decreed that the custody and control of the minor children of the parties hereto, namely Sharon Jeannine Current and Vernon Dean Current, be awarded to plaintiff during the pendency of this action or until further order of this court.

It is further ordered that the defendant pay to the Clerk of this Court the sum of $15.00 per week for the support of said minor children and $5.00 per week to the Clerk of this Court to apply on the attorney fees of Sanders & Grigsby, attorneys for plaintiff, until $100.00 has been paid. Said payments totaling $20.00 per week shall begin Monday, November 3, 1952, and be due and payable each and every Monday thereafter.

The defendant is to have the right of visitation of said minor children each Sunday from immediately after Sunday School until 5:00 P. M.

F. LeRoy Allen
JUDGE OF COMMON PLEAS COURT

APPROVED:
Sanders & Grigsby
Attorneys for Plaintiff
William L. Coleman
Attorney for Defendant

JOURNAL ENTRY
H. C. Springer,
Plaintiff.
-vs-
H. A. White,
Defendant.

Case No. 17139
Filed November 1, 1952

This day came the plaintiff, by his attorney; also appeared in open court, for and on behalf of said defendant, Clifton L. Caryl, an attorney at law of this court, and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendant, entered the appearance of said defendant, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendant, and in favor of said plaintiff, for Three Thousand Two Hundred eighty-four dollars and 5/100 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 from said defendant the sum of Three Thousand Two Hundred Eighty-four dollars and 5/100 cents, being the amount of said note and unpaid interest due thereon from the 1st day of June, 1950 to date of judgment; and also recover costs herein expended, taxed at $, and interest on said judgment at 5 percent. per annum, from said date of judgment until paid.

F. LeRoy Allen, Judge

JOURNAL ENTRY
JUDGMENT ON VERDICT.
John C. Michaels,
Plaintiff.
-vs-
Leo McKirgan,
Defendant.

Case No. 16987
Filed November 3, 1952

In conformity to the verdict rendered by the jury in this action on the 17th day of October, 1952, in favor of defendant, it is ordered that plaintiff pay the costs of this action taxed at $.

F. LeRoy Allen
JUDGE

APPROVED BY:
Sanders & Grigsby
Attorney for Plaintiff.
Clifton L. Caryl
Attorney for Defendant.

ORDER
Anabel W. Haines,
Plaintiff.
-vs-
John B. Haines,
Defendant.

Case No. 17107
Filed November 5, 1952

John B. Haines, Defendant herein, having filed his application for an order of Court modifying the Journal Entry in regard to rights of visitation of Therese Haines, minor child of the parties hereto; it is hereby ordered that said application be for hearing before this Court at Marysville, 10:00 o'clock A. M. November 7, 1952.

F. LeRoy Allen
JUDGE

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
In Re: Of the appointment
of Assistant Prosecuting Attorney

Filed November 5, 1952

This cause came on to be heard upon the application of Luther L. Liggett, Prosecuting Attorney and the Court being fully advised in the premises finds that said application is reasonable and that it would be for the best interests of Union County that Lloyd Kerns be appointed Assistant Prosecuting Attorney.

It is therefore the order of this Court that Lloyd Kerns be and he hereby is appointed Assistant Prosecuting Attorney of Union County, Ohio upon his giving bond in the sum of One thousand dollars ($1000.00) and that his compensation be fixed at the rate of Fifty Dollars ($50.00) per month; the same to begin November 5, 1952 and end December 31, 1952.

It is further ordered that a copy of this application and Journal Entry be certified to the Auditor of Union County, Ohio.

F. LeRoy Allen
JUDGE

APPROVED BY:
Luther L. Liggett
Prosecuting Attorney

IN THE MATTER OF THE APPROPRIATION
OF AN EASEMENT FOR HIGHWAY PURPOSES
OVER THE LANDS OF LAWRENCE HALL ET AL.,
AND NECESSARY IN THE CONSTRUCTION AND
IMPROVEMENT OF U. S. ROUTE NO. 33,
SECTIONS (0.00-2.88) IN FRANKLIN COUNTY
AND U. S. ROUTE NO. 33, SECTIONS (23.34-23.65)
IN UNION COUNTY, OHIO.

Case Nos. 16765 & 16575
Filed November 6, 1952

This cause coming on to be heard upon the application of Lawrence Hall et al., landowners herein, for determination of the amount of interest due them upon the verdict heretofore rendered herein, and the Court being fully advised, finds the State of Ohio, through its Director of Highways, took possession of the property and rights of said landowners on January 15, 1951 and that the said landowners are entitled to interest at the legal rate of six (6) per cent per annum, from such date of taking, January 15, 1951, until the date of the payment of the amount of said verdict into Court, and

It appearing to the Court that the amount of the said verdict is Six Thousand Six Hundred Dollars. ($6,600.00).

It is therefore ordered, adjudged and decreed that the said landowners are entitled to interest at the rate of six (6) per cent per annum on the said sum of Six Thousand Six Hundred Dollars ($6,600.00) from January 15, 1951 until the date of payment of the Six Thousand Six Hundred Dollars ($6,600.00) into Court.

It is further ordered that upon the determination of the amount of interest, the Director of Highways of the State of Ohio shall deposit said amount with the Court for payment to the landowners herein.

F. LeRoy Allen
JUDGE

APPROVED:
C. William O'Neill
C. William O'Neill
Attorney General
Hugh E. Kirkwood
Hugh E. Kirkwood
Assistant Attorney General
Myers & Hoopes
Myers & Hoopes
Attorneys for Landowners.

JOURNAL ENTRY ON VERDICT
IN THE MATTER OF THE APPROPRIATION
OF AN EASEMENT FOR HIGHWAY PURPOSES
OVER THE LANDS OF LAWRENCE HALL ET AL.,
AND NECESSARY IN THE CONSTRUCTION AND
IMPROVEMENT OF U. S. ROUTE NO. 33,
SECTIONS (0.00-2.88) IN FRANKLIN COUNTY
AND U. S. ROUTE NO. 33, SECTIONS (23.34-23.65)
IN UNION COUNTY, OHIO.

Case Nos. 16765 & 16575
Filed November 6, 1952

This cause came on duly to be heard for the determination of compensation of land taken and assessment of damages to the residue and determination of damages by reason of the vacation of a portion of U. S. Route No. 33. Thereupon a jury was duly impanelled and sworn; and such issues as to compensation and damages were duly submitted to said jury. Thereupon, after due deliberation said jury duly returned a verdict for Six Hundred Dollars ($600.00) as compensation for the land taken, Five Thousand Four Hundred Dollars ($5.400.00) as damages to the residue, and Six Hundred Dollars ($600.00) as damages for the vacation of a portion of U. S. Route No. 33, such verdict thus being for the total sum of Six Thousand Six Hundred Dollars ($6,600.00).

It is therefore, ordered, adjudged and decreed that the said proceedings be and the same are hereby approved and confirmed by the Court and that the Director of Highways of the State of Ohio shall deposit in this court a sum sufficient, to-wit, Three Thousand Eighteen Dollars and Twenty Cents ($3,018.20) which when added to the original deposit herein, to-wit, Three Thousand Five Hundred Eighty One Dollars and Eighty Cents ($3,581.80) will equal the said sum of Six Thousand Six Hundred Dollars ($6,600.00) which shall be paid by the Clerk to the landowners herein, as their interests may appear in an order for the distribution made by the Court.

Further, in conformity with these proceedings, it is ordered, adjudged and decreed that an easement for limited access highway purposes over and upon the premises described in the amended resolution and finding as Parcel No. 1 (Highway) (Access Limited), the same being located in Virginia Military Survey No. 6420, Jerome Township, Union County, Ohio and more particularly described as follows:

PARCEL NO. 1(HIGHWAY)(ACCESS LIMITED)

Beginning in the westerly property line of Lawrence Hall et al., at a point 105.0 feet left of Station 7 plus 40.27 in the centerline of a survey made in 1949 by the Ohio Department of Highways of U. S. Route No. 33, Section 23.34 in Union County, also known as the Columbus-Marysville Road; thence southeasterly to a point 75 feet left of Station 16 plus 26.26; thence southeasterly to a point 85.0 feet left of Station 19 plus 50; thence southeasterly to a point 91.04 feet left of Station 20 plus 75; thence southeasterly to the southerly property line of Lawrence Hall et al., at a point 120.0 feet left of Station 23 plus 12.04; thence westerly along said southerly property line passing through Station 21 plus 64.40 to a point 49.36 feet right of Station 21 plus 07.69; thence northwesterly to a point 36.11 feet right of Station 19 plus 00; thence northwesterly to a point 45.0 feet right of Station 18 plus 75; thence northwesterly to a point 45.0 feet right of Station 16 plus 26.26; thence northwesterly to the westerly property line of Lawrence Hall et al., at a point 40.0 feet right of Station 10 plus 64.42; thence northerly along said westerly property line passing through Station 9 plus 75 to the place of beginning and containing 1.697 acres, more or less exclusive of the present road.

be and the same hereby is duly vested in the State of Ohio free and clear of all claims of the owners of said lands and persons having interest therein to wit, Lawrence Hall and Avilla Hall, and free and clear of any right or easement of access to or from said limited highway, from or to the residue of the lands of said persons abutting upon that portion of said limited access highway within the boundary of said Parcel No. 1, (Highway)(Access Limited) except for one drive twenty feet in width at the left of Station 19 plus 92 and two drives each ten feet in width at the right of Station 19 plus 87 and Station 20 plus 37 as shown by the plans on file in the office of the Director of Highways at Columbus, Ohio.

It is also ordered, adjudged and decreed that in accordance with the verdict rendered herein that the claim filed by Lawrence Hall et al., in connection with the vacation of a portion of U. S. Route No. 33 is hereby satisfied and that the Director of Hgihways shall make his final determination that said portion of U. S. Route No. 33 be vacated.

It is further ordered that the Director of Highways of the State of Ohio pay all court costs herein accrued and that a record be made of these proceedings according to law.

F. LeRoy Allen
Judge

Approved:
C. William O'Neill
C. William O'Neill
Attorney General
Hugh E. Kirkwood
Hugh E. Kirkwood
Assistant Attorney General
Myers and Hoopes
Myers and Hoopes
Counsel for Appellants

JOURNAL ENTRY
Zella Skaggs,
258 North Avenue,
Plain City, Ohio.,
Plaintiff.
-vs-
Earl D. Skaggs,
258 North Avenue,
Plain City, Ohio.,
Defendant.

Case No. 17138
Filed November 7, 1952

Now comes the Defendant and dismisses this Cross Petition at his own cost without prejudice to a future action.

William S. Culp
Attorney for Defendant.

JOURNAL ENTRY
Zella Skaggs,
258 North Avenue,
Plain City, Ohio.,
Plaintiff.
-vs-
Earl D. Skaggs,
258 North Avenue,
Plain City, Ohio.,
Defendant.

Case No. 17138
Filed November 7, 1952

Now comes the Plaintiff and dismisses this action at her own cost without prejudice to a future action.

Luther L. Liggett
Attorney for Plaintiff.

JOURNAL ENTRY
Order for Jurors to Be Drawn.
In the Matter of the Appropriation
of an Easement for Highway
Purposes over the Lands of
Leonard Swallow, et al.,

Case No. 16764
Filed November 8, 1952

It is ordered that twenty-four jurors be drawn by the Commissioners of Jurors, in the manner provided by law, for immediate service in the above entitled case.

F. LeRoy Allen
JUDGE

JOURNAL ENTRY
Gordon N. Justice,
Plaintiff.
-vs-
Helen F. Justice,
Defendant.

Case No. 17013
Filed November 10, 1952

This cause dismissed without record at the cost of the Plaintiff.

F. LeRoy Allen
JUDGE

APPROVED:
Sanders & Grigsby
Attorneys for Plaintiff.
Robert F. Allen
Attorney for Defendant.

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Ebla Boggs,
Plaintiff.
-vs-
Everett Boggs,
Defendant.

Case No. 17090
Filed November 10, 1952

This cause came on to be heard on the petition and the evidence and on consideration the Court finds that the defendant has been duly served with summons and a copy of the petition as provided by law and that he is in default for answer or demurrer to said petition and that the facts set forth in said petition are true; that plaintiff was a resident of the State of Ohio for more than one year and a bona fide resident of said Union County for more than ninety days prior to the filing of her petition; and that the parties were married as in the petition set forth.

The Court further finds that two minor children, Larry M. Boggs, aged four years, and Lois Carol Boggs, aged three years were born as issue of said marriage as alleged in the petition.

The Court further finds that the defendant has been guilty of gross neglect of duty as alleged and that by reason thereof plaintiff is entitled to a divorce as prayed for.

It is therefore ordered, adjudged and decreed that the plaintiff be and she hereby is granted a divorce from the defendant and the marriage contract heretofore exhisting be and hereby is dissolved and set aside.

It is further ordered, adjudged and decreed that the custody of the minor children, Larry M. Boggs, and Lois Carol Boggs be and is hereby awarded to the plaintiff and the defendant pay to the plaintiff for the support of said minors the sum of fifteen dollars ($15.00) per week until further order of this Court; and that the defendant has the right to visit said children every other Sunday of each month at such place as the parties may agree.

It is further ordered and adjudged that the said plaintiff have and possess as and for alimony the following described real estate, to-wit:

Situated in the county of Union, State of Ohio, and in the village of Irwin. Beginning at the south-east corner of a .16 acre tract owned by John A. and Pearly Scaggs (1951) and running northwest 100 feet along the line of a 2 acre tract now owned by George F. Wood; thence northeasterly 110 feet parallel with the railroad; thence southwesterly 110 feet to the place of beginning.

Containing approximately 25/100 of an acre and being part of the land conveyed to John A. Scaggs and Pearly Scaggs by warranty deed recorded in volume 180, page 676 Union County Record of Deeds.

Also granted to this grantee is the right of ingress and egress over a twelve foot strip of land between the land herein conveyed and land now used by Sheridan Bennett adjacent to grantor's land on the North Side.

And the said defendant is hereby ordered to convey said premises and the improvements thereon, and all the appurtenances thereto appertaining and belonging, to said plaintiff, her heirs and assigns forever, by a good and sufficient deed in fee simple, free from any right or claim of said defendant to any estate by the dower, or otherwise, therein. And it is further ordered that upon the failure of said defendant to execute said conveyance within five days from the entry hereof, that this decree shall operate as such conveyance, and in that case it is ordered that the clerk cause so much of this decree to be recorded in the office of the recorder of this county as will show such change of title.

It is further adjudged and decreed that the defendant pay to the plaintiff her expenses for her attorney, Luther L. Liggett the sum of One Hundred Dollars ($100.00) for which judgment is rendered and execution may issue.

It is further ordered, adjudged and decreed that the defendant pay the costs of this proceeding for which judgement is rendered and execution may issue.

F. LeRoy Allen
JUDGE

APPROVED BY:
Luther L. Liggett
Attorney for Plaintiff.

ENTRY
Citizens Federal Savings and Loan Assn.,
Plaintiff.
-vs-
Harold T. Johnson, et al.,
Defendants.

Case No. 17104
Filed November 12, 1952

This cause came on to be heard and was submitted to the Court on the pleadings and the evidence, and, on consideration, the Court find that the defendants have been duly served by publication according to law, that they are in default for answer or demur to the petition and that the allegations of the petition are therefore confessed by them to be true. The Court further find that there is due plaintiff from the defendants, Harold T. Johnson & Ruth Johnson, on the note set forth in the petition the sum of $482.00 with interest at 6% from September 1, 1952. The Court further find that in order to secure the payment of said note said defendants executed and delivered to plaintiff their mortgage as described in the petition and on the premises therein described. That said mortgage was recorded in Book 133, page 264 of the Mortgage Records of Union County and is a valid lien on said premises and that the conditions in said mortgage have been broken.

It is, therefore, considered by the Court, that unless said defendants, within three days from the entry of this decree, pay to the Clerk of this Court the costs of this case and to the plaintiff the sum so found due as aforesaid with interest, the defendants equity of redemption be foreclosed and said premises sold and that an order of sale issue therefore to the Sheriff of Union County directing him to appraise, advertise and sell said premises as upon execution and report his proceedings to this Court for further order.

F. LeRoyAllen
JUDGE

APPROVED:
C. A. Hoopes
Attorney for Plaintiff.

ENTRY
The First National Bank of Marysville, Ohio.,
Plaintiff.
-vs-
Ralph J. Grant,
Defendant.

Case No. 17102
Filed November 12, 1952

This cause coming on for hearing and a jury having been waived was submitted to the Court upon the pleadings and the evidence. And on consideration thereof, the Court find on the issues joined for the plaintiff, and find that at the commencement of this action the plaintiff was entitled to the possession of the automobile described in the petition and that the defendant unlawfully detained the same.

It is therefore considered by the Court that the plaintiff recover from the defendant the costs of this action.

F. LeRoy Allen
JUDGE

APPROVED:
C. A. Hoopes
Attorney for Plaintiff.

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JUDGMENT ENTRY
F. H. George,
Plaintiff.
-vs-
George W. Wilson and
Mayme P. Wilson,
Defendants.

Case No. 16910
Filed November 14, 1952

The jury in this action, having on a former day of this term rendered a verdict for the defendants, it is therefore considered by the court that the defendants go hence without day and recover from the plaintiff their costs herein expended. Exceptions noted for plaintiff.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED:
Gilbert Kirby
Attorney for Plaintiff.
Sanders & Grigsby
Attorneys for Defendant.

JOURNAL ENTRY
F. H. George,
Plaintiff.
-vs-
George W. Wilson and
Mayme P. Wilson,
Defendants.

Case No. 16910
Filed November 14, 1952

This day came the parties herein, by their attorneys; also came the following named persons as jurors, to-wit: Francis Poling, Charles C. Woodworth, Vachel B. Collier, Irene Miefert, Mauna Pullins, Mabel Brooks, Gertrude Cox, Edna Witt, Leslie Goff, Philip Ferryman and Leo Haughn, Marion Wood, who were duly empaneled and sworn according to law; and thereupon the case came on for hearing on the pleadings and evidence.

And the said jury have heard the testimony adduced in part the court adjourned until tomorrow morning at 10:00 o'clock A. M.

And this day again came the said parties by their attorneys and also came the jury heretofore empanelled and sworn and the trial proceeded. And the said jury having heard the remaining testimony, the argument and charge of the court, retired to their room in charge of the Bailiff for deliberation.

And now comes said jury into open court with their verdict in writing, signed by each concurring juror, and say:

"We, the Jury, being duly impaneled and sworn, find upon the issues joined between the Plaintiff and Defendants upon the matters set out in Plaintiff's petition, in favor of the defendants. We further find upon the issues joined between the Defendants and the Plaintiff upon the matters set up in the Defendant's answer and cross petition, in favor of the Defendants, and that there is due to the Defendants from the Plaintiff the said F. H. George the sum of No Dollars. And we do so render our verdict upon the oncurrence of 11 members of our said Jury, that being three-fourths or more of our number. Each of us said jurors concurring in said verdict signs his name hereto this 29th day of October, 1952.

Francis Poling
Charles C. Woodworth
Vachel B. Collier
Irene Miefert
Mauna Pullins
Mabel Brooks
Gertrude Cox
Edna Witt
Leslie Goff
Philip Ferryman
Leo Haughn

and thereupon said verdict was accepted by the court. Exceptions noted for plaintiff.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED:
Gilbert Kirby
Attorney for Plaintiff.
Sanders & Grigsby
Attorneys for Defendants.

JOURNAL ENTRY
Effie C. Hall,
Plaintiff.
-vs-
Maskil W. Hall,
Defendant.

Case No. 17068
Filed November 15, 1952

Case dismissed; no record.

F. LeRoy Allen
JUDGE

APPROVED BY:
Clifton L. Caryl
Attorney for Plaintiff.

JOURNAL ENTRY
Clarence Richard Baldwin,
Plaintiff.
-vs-
Dorothy Floretta Shumway Baldwin,
Defendant.

Case No. 17129
Filed November 17, 1952

This day this cause came on to be heard upon the motion of defendant for temporary alimony and attorney fees. The court being fully advised in the premises finds that defendant is now employed and is not entitled to temporary alimony.

It is ordered that the plaintiff pay through the Clerk of this court the sum of $100.00 at the rate of $10.00 per week for attorney fees for defendant's attorneys, Sanders & Grigsby, who represent her in this cause.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED:
Luther L. Liggett
Luther L. Liggett, Attorney for Plaintiff.
Sanders & Grigsby,
Sanders & Grigsby, Attorneys for Defendant.

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Marie Strauss,
Plaintiff.
-vs-
Mabel Strauss, et al.,
Defendants.

Case No. 16931
Filed November 17, 1952.

This cause coming on to be heard on 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 to the court that said premises cannot be divided by metes and bounds, without manifest injury to the value thereof, and that the commissioners have appraised said premises at $2000.00, the court finds said return and proceedings in all respects in conformity to law, and the orders of the court, and do therefore approve and confirm the same.

And it appearing to the court that said plaintiff, Marie Strauss, has elected to take said premises at the appraised value, the same are, upon payment by her of the sum of $1344.33, being the purchase price less her share of same, hereby adjudged to her, and the Sheriff is ordered to convey said premises to said Marie Strauss, by deed in fee simple, and she is subrogated to the rights of all the parties hereto for the protection of her title.

And the court coming now to distribute said funds of $1344.33 in the hands of the Sheriff, do order that he pay the same:

1. To the Clerk of this Court the cost of this action taxed at $44.18 including a counsel fee of $120.00 to plaintiff's attorney and out of the rest of said proceeds that she pay to the defendant, Curtis Strauss 4/28ths of the balance of $262.24, to Ruth Griffith, Mary Sikiola, Charles Olds and Dale Olds, each, a 1/28ths of said balance or $65.56 each and to the defendant Mabel Strauss, 10/28ths of the balance or $655.67.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED:
Sanders & Grigsby
Attorneys for Plaintiff.

JOURNAL ENTRY
Ralph C. Godwin,
Plaintiff.
-vs-
Ruth C. Godwin,
Defendant.

Case No. 16169
Filed November 17, 1952.

This day this cause came on to be heard upon the oral motion of the plaintiff for a modification of the former order of this court providing for the support of minor children, the court finds that the minor child of the parties, namely Mary Frances Godwin, is now 18 years of age and is employed and fully emancipated and that future payments for her support and maintenance should cease as of her eighteenth birthday, July 26, 1952, until further order of this court.

The court further find that plaintiff has paid in full all moneys ordered for the support of said child until the 26th day of July, 1952.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED:
Sanders & Grigsby
Attorneys for Plaintiff.
Ruth C. Godwin
Defendant.

JOURNAL ENTRY
IN THE MATTER OF THE GRAND JURY

Filed November 17, 1952.

IN THE MATTER OF THE GRAND JURY:

This day appeared at the bar of this Court the Grand Jury heretofore impaneled and sworn in and for this Union County, viz:

1. Reuben January
2. John Jackman
3. Russell Blue
4. L. L. Downing
5. Ruth M. Martin
6. Henson Bouic
7. Margaret Mackan
8. Kathryn Gugel
9. Edward T. Cowgill
10. E. E. Holt
11. Newell Travis
12. Frances Kleiber
13. Edith Andrews
14. Dwight Low
15. Ed Yarrington

and by their Foreman presented to the Court, their certain seven bills of indictments; each endorsed by Edward T. Cowgill the said Foreman of the Grand Jury, "A True Bill," to which endorsement said Foreman subscribed his name; and against the following named persons for the following specified offenses, viz:

Clarence L. Streeter	for	Burglary
Dwight Overfield	for	Issuing check with intent to defraud
Monroe Schlabach	for	Statutory rape
" "	for	" "
" "	for	" "

The following parties have not yet been arrested. And until they are, their cases are not to be entered upon the appearance docket, nor upon the trial docket, nor otherwise made public. Sec. 13436-21.

John Bayes	for	Non-support of child
Paula Bayes	for	" " " "

Also their report in writing to the Court in the following words and figures, viz:

TO THE HONORABLE F. LeRoy Allen: Judge of the Court of Common Pleas, Union County, Ohio.

The Grand Jury of the Court of Common Pleas of said County of the September Term, A. D. 1952, hereby report to the Court that they have been in session one day, and herewith by their foreman present to the Court the Indictments found by said Jury.

We have carefully examined into all such matters as have legitimately come to our notice, having examined over eight wirnesses, covering eleven cases, and presented seven bills, and ignored four cases considered by us. The business has been transacted in as expeditious a manner as possible. It is further called to the attention of the Court that one Bessie Hamilton of Rural Route 3, Plain City, Ohio, was subpoenaed to appear before this Grand Jury and testify in the case of the State of Ohio vs. Edison Slavens and that said witness failed to appear.

During our session we visited the County Jail, examined its state and condition, and inquired into the discipline and treatment of the prisoners, and their habits, diet and accomodations. We find and respectfully report to the Court, that the rules prescribed by the Judge have been faithfully kept and observed, and we do find that no provision of law for the regulation of County Jails has been violated. The Grand Jury further recommends that the Juvenile Ward of the County Jail be made fireproof; and that the County Commissioners consult heating and sanitary engineers to investigate the heating and sanitary facilities of the county Jail and make recommendations to improve the same and that the County Commissioners proceed to make such improvements as necessary.

Against the following named accused persons, who have been held to answer, no indictment has been found, (Section 13436-22) to-wit:
Russell C. Huffman for issuing check with intent to defraud.
Monroe Schlabach for statutory rape (1 count).
Edison Slavens for non-support of minor child.
Chas. Wesley Fletcher for non-support of minor children.

Respectfully submitted,
Dr. E. T. Cowgill, Foreman.

November 17, 1952.
And there being no futher business for said Grand Jury, they were recessed.

ORDER OF DISTRIBUTION
Cecil Leonard,
Plaintiff.
-vs-
Charles Spring, et al.,
Defendants.

Case No. 16880
Filed November 19, 1952

On motion of the plaintiff, it appearing to the Court that in order to not cause further delay in the payment of expenses and it appearing to the Court that there is in the hands of the Clerk of Courts the sum of $5580.05 as paid by the Receiver and that there is in the hands of the Sheriff the amount of $4440.00 as a down payment on said premises, it is ordered by the Court that out of said proceeds the Sheriff pay
To the Clerk of Common Pleas Court of Union County, Ohio, the costs of this action, including $118.65 Court costs to the Clerk; $207.58 costs to the Sheriff; $888.00 to Thomas and Page, auctioneers; $5000.00 to Gilbert Kirby, attorney for plaintiff; $112.40 to the Evening-Journal Tribune; $114.24 to the Dispatch Printing Company; $35.28 to the Citizen Printing Company; $15.75 to the Ohio State Journal; $55.16 to the Doyle Press, Inc.; $86.45 to William L. Coleman for Certificate of Title; $150.00 to Richard L. Cameron for Abstract; and that the Clerk of this Court apply on said costs the amount of $5580.05 in her hands from the Receiver and that the Sheriff pay $1203.46 in order to pay the balance of said costs.
Further order of distribution is reserved until the purchasers pay the balance of the purchase price of said property to the Sheriff.

F. LeRoy Allen
JUDGE

APPROVED BY:
Gilbert Kirby
Attorney for Plaintiff.

JOURNAL ENTRY
Fred Lash, Jr.,
Plaintiff.
-vs-
Ruth Anna Lash,
Defendant.

Case No. 17000
Filed November 21, 1952

This day this cause came on to be heard upon the application for citation for contempt of Ruth Anna Lash, and the Court being fully advised in the premises finds that said application is reasonable and should be granted.
It is, therefore, the order of this Court that the Plaintiff appear in this Court on Saturday, November 22nd, 1952, at 10:00 o'clock A. M. and then and there show cause why he should not be punished for contempt. It is further ordered that a copy of this application and a copy of this entry be served by the Sheriff of Union County, Ohio upon the Plaintiff, Fred Lash, Jr., residing at Route 3, Marysville, Ohio.

F. LeRoy Allen
JUDGE

APPROVED BY:
William L. Coleman
WILLIAM L. COLEMAN
ATTORNEY FOR DEFENDANT

ENTRY
H. C. Springer,
Plaintiff.
-vs-
H. A. White,
Defendant.

Case No. 17139
Filed November 22, 1952

This day this cause came on to be heard upon the motion of the defendant, H. A. White, to vacate the judgment heretofore entered in this cause, was argued by counsel and submitted to the court. Upon consideration thereof, the court being fully advised in the premises advises that the motion is well taken and that the judgment heretofore rendered in this cause should be vacated and set aside and that the defendant should be permitted to file his answer herein instanter.
It is, therefore, ordered, adjudged and decreed by the court that the judgment heretofore rendered in this cause be, and the same is hereby vacated and set aside and the defendant is hereby granted leave to file his answer instanter and the same is accordingly filed. lien of levy preserved until further order.
To all of which findings, orders and ruling of the court the plaintiff excepts.

F. LeRoy Allen
JUDGE

APPROVED:
Sanders & Grigsby
Bill F. Levinson

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Anabel W. Haines,
Plaintiff.
-vs-
John B. Haines,
Defendant.

Case No. 17107
Filed November 22, 1952

This cause came on to be heard on the 15th day of November, 1952 on the application by the Defendant for an order modifying the Journal Entry of this Court in regard to the Defendants rights of visitation of Therese Haines, the minor child of the parties herein, the evidence, and the Court being fully advised in the premises.

It is hereby ordered, adjudged, and decreed that the application for modification, is modified so that the Defendant, John B. Haines, shall have exclusive jurisdiction of Therese Haines, the minor child of the parties herein, between the hours of 1:30 and 4:30 in the afternoon of each Sunday.

It is ordered that the child shall be turned over to the Defendant by the Plaintiff with whatever is proper that the baby should have during the time of visitation.

It is further ordered the Defendant will be permitted to do with the child whatever he cares to do and take it wherever he cares to take it.

It is further ordered the child will be returned at 4:30 P. M. to the mother. If the Defendant returns the child to where he thinks the mother is earlier than 4:30 P. M., nevertheless, he shall remain responsible for the child until 4:30 P. M.

Exceptions saved to the Plaintiff.

F. LeRoy Allen
JUDGE

Robert F. Allen
Attorney for Plaintiff.
Lloyd George Kerns
Attorney for Defendant.

JOURNAL ENTRY
Anabel W. Haines,
Plaintiff.
-vs-
John B. Haines,
Defendant.

Case No. 17107
Filed November 22, 1952

This cause came on to be heard on the application by the Plaintiff, Anabel W. Haines, for an order authorizing Lester Wall and Hester Wall to have the immediate possession of certain household goods as hereinafter described, the evidence, and the Court being fully advised in the premises.

Upon the oral motion of Robert F. Allen, Attorney for Plaintiff, it is ordered that Lester Wall and Hester Wall are hereby made parties Defendant to this cause of action because of their claim to the title, right, and possession of the household goods hereinafter described.

It is hereby ordered, adjudged, and decreed by the Court that Lester Wall and Hester Wall are entitled to the immediate possession of the household goods hereinafter described and are entitled to immediately remove then from the residence of Anabel W. Haines and John B. Haines and take them into their possession which household goods are described as follows:

Living room rug, dining room rug, living room drapes, dining room drapes, refrigerator, washing machine, walnut dining room table, bedside stand, two black dining chairs with leather seats.

The Court finds the value in cash of said property is the sum of $250.00.

Exceptions saved for the Defendant.

F. LeRoy Allen
JUDGE

APPROVED:
Robert F. Allen
Attorney for Plaintiff.
Lloyd George Kerns
Attorney for Defendant.

MOTION
Hazel M. Allinder,
Plaintiff.
-vs-
Veldon Allinder,
Defendant.

Case No. 16208
Filed November 22, 1952

Plaintiff represents to the Court that on the 10th day of May, 1948, an order was made by this Court directing the Defendant to pay the sum of $5.00 per week for each of the minor children of the parties; that thereafter the Defendant paid said sum in an irregular manner and that as of the present day the said Defendant is delinquent and in arrears in the sum of Seven Hundred and Fifty Dollars ($750.00) under the terms of said order.

Wherefore, the Plaintiff moves the Court to reduce the above sum of Seven Hundred and Fifty Dollars ($750.00) due and owing, to a lump sum Judgment in favor of the Plaintiff.

Lloyd George Kerns
Lloyd George Kerns
Attorney for Plaintiff.

State of Ohio, County of Union, ss:

Hazel M. Allinder, being first duly sworn, says that the facts stated and allegations contained in the foregoing pleading are true as she verily believes.

Hazel M. Allinder
Hazel M. Allinder

Sworn to before me and subscribed in my presence this 19th day of November, 1952.

Lloyd George Kerns
Lloyd George Kerns, Notary Public,
State of Ohio, Comm. Exp. 5/16/54

JOURNAL ENTRY
Hazel M. Allinder, Plaintiff.
-vs-
Veldon Allinder, Defendant.

Case No. 16208
Filed November 22, 1952

For good cause shown it is hereby ordered that the above entitled action be redocketed.

F. LeRoy Allen
JUDGE

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JUDGMENT ENTRY
Doctors Hospital,
Plaintiff.
-vs-
Russell Garey,
Defendant.

Case No. 17152
Filed November 22, 1952

This day came the plaintiff, by its attorney; also appeared in open court, for and on behalf of said defendant, Lloyd George Kerns, an attorney at law of this Court, and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendant, entered the appearance of said defendant, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendant, and in favor of said plaintiff, for Three Hundred Twenty-eight dollars and 02 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 from said defendant, the sum of Three Hundred Twenty-eight dollars and 02 cents, being the amount of said note and unpaid interest due thereon from the 11th day of November, 1952 to date of judgment; and also recover its costs herein expended, taxed at $, and interest on said judgment at 6% per cent. per annum, from said date of judgment until paid.

F. LeRoy Allen
JUDGE

JOURNAL ENTRY
State of Ohio,
Plaintiff.
-vs-
Russell C. Huffman,
Defendant.

Case No. 3305
Filed November 22, 1952

Charge of Issuing check with intent to defraud.

The Grand Jury having returned a no bill in this cause, it is ordered that the bond heretofore entered by the defendant be released and that he be discharged from his said recognizance and that this cause be dismissed, and that the defendant has leave to withdraw all papers on file, and no record to be made.

F. LeRoy Allen
JUDGE

APPROVED BY:
Luther L. Liggett
PROSECUTING ATTORNEY
UNION COUNTY, OHIO.

JOURNAL ENTRY
Dorothy Kinikin,
Richwood, Ohio,
Plaintiff.
-vs-
Donald Kinikin,
Richwood, Ohio,
Defendant.

Case No. 17140
Filed November 22, 1952

Upon motion of Lloyd George Kerns, Attorney for Plaintiff herein, this cause is dismissed without record at cost of Plaintiff.

F. LeRoy Allen
JUDGE OF COMMON PLEAS COURT

APPROVED BY:
Lloyd George Kerns
ATTORNEY FOR PLAINTIFF.

JOURNAL ENTRY
IN THE MATTER OF THE APPROPRIATION OF
AN EASEMENT FOR HIGHWAY PURPOSES OVER
THE LANDS OF LEONARD SWALLOW ET AL.,
AND NECESSARY IN THE CONSTRUCTION AND
IMPROVEMENT OF U. S. ROUTE NO. 33,
SECTIONS (0.00-2.88) IN FRANKLIN COUNTY,
AND U. S. ROUTE NO. 33, SECTION (23.34-23.65)
IN UNION COUNTY, OHIO.

Case No. 16764
Filed November 24, 1952

It appears to the Court that the owners of the property, over which an easement was appropriated in this action, have agreed with the Director of Highways of the State of Ohio, upon the amount of compensation and damages due said owners by reason of said appropriation, and have agreed to accept and withdraw the amount of Four Thousand Dollars ($4,000.00) in full payment thereof, and have released all claim for further compensation or damages, including limitation of acess, resulting from the construction of said highway improvement or from the appropriation of said easement.

In conformity with the said agreement, it is hereby ordered, adjudged and decreed that the said Director of Highways shall deposit in this Court a sum sufficient, to wit, One Thousand Five Hundred Seven Dollars ($1,507.00), which when added to the original deposit herein, Two Thousand Four Hundred Ninety-three Dollars ($2,493.00) will equal the said sum of Four Thousand Dollars ($4,000.00), which shall be paid to the landowners herein as their interests may appear.

It is further ordered, adjudged and decreed that an easement for limited access highway purposes in, over and upon the said premises described in the resolution and finding as Parcel No. 3 (Highway) (Access Limited), the same being located in Virginia Military Survey, No. 6748, Jerome Township, Union County, Ohio, and more particularly described as follows:

Being a parcel of land lying on the right and left sides of the center line of a survey made in 1949 of U. S. Route No. 33 by the Ohio Department of Highways, and recorded in Book B, Page 3, of the records of Union County, and being located within the following described points in the boundary thereof.

PARCEL NO. 3 (HIGHWAY) (ACCESS LIMITED)

Beginning in the southerly right of way line of State Route No. 161 at a point 120 feet left of Station 26 plus 88.29 in the aforesaid centerline of survey; thence southeasterly with a curve to the left having a radius of 6018.83 feet to a point 120 feet left of Station 28 plus 03.05; thence southeasterly to a point 120.0 feet left of Station 32 plus 00; thence southeasterly to the easterly property line of Leonard Swallow et al at a point 125. feet left of Station 36 plus 28.56; thence southerly along said easterly property line passing through Station 37 plus 98 to a point 45 feet right of Station 38 plus 59; thence northwesterly to a point 45 feet right of Station 28 plus 03.05; thence northwesterly with a curve to the right having a radius of 6183.83 feet to point 45 feet to the right of Station 26 plus 80; thence westerly to the southerly right of way line of State Route 161 at a point 80 feet right of Station 26 plus 34.5; thence easterly along said right of way line passing through Station 26 plus

55.76 to the place of beginning, contained 4.134 acres, more or less.
be and the same hereby is duly vested in the State of Ohio free and clear of all claims of the owners of said land and persons having interests therein, to wit, Leonard Swallow, Lydia Swallow, Ray Hyland and Grace Hyland, and free and clear of any right or easement of access to or from said limited access highway, from or to the residue of the land of said persons abutting upon that portion of said limited access highway between Station 26 plus 34.5 to Station 38 plus 59 right and Station 26 plus 88.29 to Station 36 plus 28.56 except drive right and left at Station 35 plus 70 as shown by the plans for said improvement which are on file in the Department of Highways, Columbus, Ohio.

It is further ordered that the Director of Highways of the State of Ohio pay all court costs herein accrued and that a record be made of these proceedings according to law.

F. LeRoy Allen
JUDGE

APPROVED:
C. William O'Neill
C. William O'Neill
Attorney General
Hugh E. Kirkwood, Jr.,
Hugh E. Kirkwood
Assistant Attorney General
Myers and Hoopes
Attorneys for Landowners

NOTICE
Hazel M. Allinder,
Plaintiff.
-vs-
Veldon Allinder,
Defendant.

Case No. 16208
Filed November 24, 1952

Defendant, Veldon Allinder, is hereby notified upon the motion of the Plaintiff herein, for an order of Court reducing to lump sum judgment, the sum of $750.00 which the Plaintiff herein alleges to be due and owing to her from the Defendant as support money for the minor children of the parties; a hearing has been set on the 6th day of December, 1952, at 10:00 o'clock A. M. in the Common Pleas Court of Union County at Marysville, Ohio. Defendant is further notified that in default of his appearance on said day, judgment will be taken against him for the sum of $750.00.

Lloyd George Kerns
Attorney for Plaintiff.

ENTRY
Hazel M. Allinder,
Plaintiff.
-vs-
Veldon Allinder,
Defendant.

Case No. 16208
Filed November 24, 1952

Hazel M. Allinder, Plaintiff herein, having filed her motion for an order of Court reducing to lump sum judgment, the sum of $750.00, which she alleges to be due and owing to her from the Defendant as support money for the minor children of the Plaintiff and Defendant; it is hereby ordered that said motion be for hearing before this Court at 10:00 o'clock A. M. Saturday, December 6th, 1952.

F. LeRoy Allen
JUDGE

JOURNAL ENTRY
Fred Lash, Jr.,
Plaintiff.
-vs-
Ruth Anna Lash,
Defendant.

Case No. 17000
Filed November 25, 1952

This day this cause came on to be heard upon the Application requesting that Fred Lash, Jr., be cited into Court to show cause why he should not be punished for contempt and the Plaintiff, Fred Lash Jr., appearing in Court and upon examination and from the evidence the Court finds that Fred Lash, Jr., is guilty of contempt as stated in the application.

Upon further consideration thereof the Court finds that Fred Lash, Jr. has this 22nd day of November, 1952paid into Court the sum of Thirty Five Dollars ($35.00) for support money, therefore, the imposition of sentence is withheld.

Upon further consideration thereof it is ordered that beginning this date, to-wit, November 22nd, 1952, the Plaintiff, Fred Lash, Jr., shall pay the sum of Ten Dollars ($10.00) per week for the support of said children and that this order continue until the obligations of Fred Lash, Jr., with the Nestles Milk Company be cleared. It is further ordered that Fred Lash, Jr., shall continue to have all reasonable rights of visitation.

F. LeRoy Allen
JUDGE

APPROVED BY:
William L. Coleman
WILLIAM L. COLEMAN
ATTORNEY FOR RUTH ANNA LASH.

JOURNAL ENTRY
Carrie S. Bowsman,
Plaintiff.
-vs-
John S. Lilly,
Defendant.

Case No. 17111
Filed November 25, 1952

Upon the motion of the Defendant for an extension of time within which to plead the Defendant is permitted to plead instanter.

F. LeRoy Allen
JUDGE

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Gusta Jean Mayberry,
Plaintiff.
-vs-
William T. Mayberry,
Defendant.

Case No. 17114
Filed November 25, 1952

It appearing to the Court upon application of Plaintiff that she and defendant have effected a reconciliation. It is hereby ordered that this suit be dismissed at Plaintiff's costs. Cost paid. No record.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED:
Sanders & Grigsby
Attorneys for Plaintiff.

JOURNAL ENTRY
Flora Louise Jones,
Plaintiff.
-vs-
Walter A. Jones,
Defendant.

Case No. 17124
Filed November 26, 1952

This day this cause came on to be heard on the petition and the answer of the defendant, Walter A. Jones, and the evidence, and on consideration thereof, the court finds that the Plaintiff at the time of filing of her petition, had been a residence of the State of Ohio and of Union County for more than one year next preceeding the same and was at that time a bona fide residence of this county of Union, and that the parties were married, as in said petition set forth.

The Court further finds, both the evidence adduced that the defendant had been guilty of gross neglect of duty, and that by reason therefore, the Plaintiff is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the Court that the marriage contract heretofore existing between the said Flora Louise Jones and Walter A. Jones be, and the same hereby is, dissolved and both parties are released from the obligations of same.

It is further ordered that the custody, care, education and control of the one minor child issue of this marriage, namely Janice Claire Jones, be until further order of the Court, confided to the Plaintiff exclusively, and that the defendant shall have reasonable rights of visitation of said child.

And it appearing to the Court that the parties heretofore entered into a separation agreement settling all property rights it is ordered that an executed copy of said separation agreement be attached hereto and incorporated as a part of this decree and that until further order of the court a $10.10 per week payment for the support of the minor child shall be paid by the Defendant through the office of the Clerk of Courts.

It is further considered by the Court that the Plaintiff pay the cost of this proceeding.

F. LeRoy Allen
Common Pleas Judge

Approved by:
Sanders & Grigsby
Attorneys for Plaintiff.
Luther L. Liggett
Attorney for Defendant.

SEPARATION AGREEMENT

This agreement made by and between Flora Louise Jones and Walter A. Jones, husband and wife, witnesseth;-

That whereas, unfortunate differences have arisen between the parties hereto rendering it impossible for them to hereafter live together, and said parties have agreed upon an immediate separation, are now living apart.

Whereas, the Said Walter A. Jones hereby assigns, conveys and transfers to Flora Louise Jones all the household furniture and equipment now owned by the parties hereto and whereas Flora Louise Jones has withdrawn in its entirety and deposited in her own name a joint checking account in the names of the parties hereto in the Union Banking Company of West Mansfield, Ohio of approximately $600.00. Walter A. Jones hereby agrees to pay to Flora Louise Jones $550.00 the receipt of which is acknowledged. Said sum to be in full satisfaction of all claims of alimony or support for herself. And that in case a decree for divorce is obtained in a suit now pending she will not ask or apply for any allowance for counsel fees, any alimony, either temporary or permanent.

Now, therefore, in consideration of the premises the said Flora Louise Jones releases the said Walter A. Jones from all obligations of future support for herself, and she does further release and relinquish unto the said Walter A. Jones, his heirs, executors, administrators or assigns, all rights or claims by way of dower, inheritance and descent, in and to the real property of the said Walter A. Jones, now owned or hereafter acquired, and any and all rights or claims to a distributive share of his personal estate, now owned or hereafter acquired, and all claims for an allowance for twelve (12) months' support, and to reside in his mansion house, and all rights or claims as widow, heir, distributee, survivor or next of kin, in or to the estate of the said Walter A. Jones, whether real or personal, and whether now owned or hereafter acquired, and all other rights and claims of every kind and nature arising or growing out of said marriage relation.

And said Flora Louise Jones, for the consideration aforesaid and in consideration of the agreements of said Walter A. Jones herein contained, does further convenant and agree that she will not, in any manner, incur or contract any debts on the credit of said Walter A. Jones and will not incur any liabilities on his behalf. It is further agreed by the parties hereto that in the event a divorce decree is granted divorcing these parties that this separation agreement shall be profered to the court and made a part of the decree.

In consideration whereof the said Walter A. Jones hereby convenants and agrees that the said Flora Louise Jones shall have the sole and exclusive custody, control and care of the child of the parties hereto, to-wit, Janice Claire Jones, during her minority. It is agreed that Walter A. Jones shall have rights of visitation with said child at all reasonable times.

Said Walter A. Jones covenants and agrees to pay to the said Flora Louise Jones for the support and education of said child the sum of $10.10 per week during her minority; payment for said child to cease when such child reaches the age of majority or becomes a fully emancipated adult, married or self supporting.

And the said Flora Louise Jones shall be at full liberty to dispose of all his property, real and personal, by last will and testament, free from any claim, interest or right in favor of the said Flora Louise Jones, and that, upon his death, all of his property which shall not have been so disposed of shall descent to, vest in and be distributed to, such person or persons as would be entitled thereto, by the statutes of descent and distribution of the state of his residence then in effect, had the said Flora Louise Jones died during the life of the said Walter A. Jones.

And the said Walter A. Jones, for the considerations aforesaid, does hereby release and relinquish to the said Flora Louise Jones, her heirs, executors, administrators and assigns, all rights or claims of dower, inheritance, descent, distribution, and all rights or claims as widower, heir, distributee, survivor, or next of kin, and all other rights or claims, in any manner arising or growing out of the marriage relation now existing between said parties, or hereafter acquired; but by these presents the said Walter A. Jones shall be forever barred therefrom.

(CONTINUED ON NEXT PAGE)

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.
In the presence of:-
Joseph B. Grigsby
Luther L. Liggett

Flora Louise Jones
Flora Louise Jones
Walter A. Jones
Walter A. Jones

STATE OF OHIO, UNION COUNTY, SS:
Before me, a Notary Public in and for said county, personally appeared the above named Flora Louise Jones, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Marysville, Ohio, this 19th day of November.

Luther L. Liggett
Notary Public

(SEAL)

STATE OF OHIO, UNION COUNTY, SS:
Before me, a Notary Public in and for said county, personally appeared the above named Walter A. Jones, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at Marysville, Ohio, this 19th day of November.

Luther L. Liggett
Notary Public

(SEAL)

JOURNAL ENTRY - DECREE OF DIVORCE
Elma Hughes,
Plaintiff.
-vs-
Cecil Hughes,
Defendant.

Case No. 17105
Filed November 3, 1952

And now comes the said Plaintiff, by her Attorney, and the Defendant having been duly served with summons and a copy of the petition herein the Court finds that the Defendant is in default for answer or demurrer to the petition, thereby confessing the allegations thereof 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 prior thereto and was, at the time of filing said petition and for at least hinety days immediately preceding the same, a bona fide resident of this County of Union and that the parties hereto were married on the 13th day of March, 1951, as in said petition set forth.
The Court further finds, upon the evidence adduced, that the Defendant has been guilty of gross neglect of duty and extreme cruelty and by reason thereof the Plaintiff is entitled to a divorce as prayed for.
It is therefore ordered and adjudged by the Court, that the marriage contract heretofore existing between the said parties hereto be, and the same is hereby dissolved, and both parties are released from the obligations of the same.
It is further ordered that the custody, care, education and control of the children, to-wit: Mary Ann Hughes and Shirley Fay Hughes of the said parties hereto be, until further order, confided to the said Plaintiff, and the said Cecil Hughes, Defendant is hereby enjoined from interfering in any manner with either the said children, or educations and nurture thereof until further order of this Court.
It is further ordered by the court that Defendant pay to the Clerk of Court, of Union County, Ohio, $15.00 per week for the support of said children until further order of this Court and the Defendant have the right of visitation of said children at all reasonable times.
Said payments to start Saturday, November 8th, 1952.
It is further considered by the Court that the said Elma Hughes, Plaintiff recover from said Cecil Hughes, Defendant, costs herein expended, and it is ordered that the said Plaintiff pay the costs of this prosecution.

F. LeRoy Allen
F. LeRoy Allen, Judge

APPROVED BY:
Clifton L. Caryl
Attorney for Plaintiff.

JOURNAL ENTRY
State of Ohio,
Plaintiff.
-vs-
Paul James Phillips,
Defendant.

Case No. 3317
Filed November 28, 1952

This day came into Court the Prosecuting Attorney on behalf of the State of Ohio and the defendant coming into Court in company of his Attorney, A. Gilbert Kirby was required to plead to the Information.
Whereupon, said defendant by his attorney waived the reading of the Information, waived service on the Information and entered a plea of not guilty.
It is the order of this Court that the appearance bond in the amount of $200.00 be set in this case and that the trial in this cause be set for Friday, December 5th at 10:00 O'clock A. M.

F. LeRoy Allen
JUDGE

APPROVED BY:
Luther L. Liggett
PROSECUTING ATTORNEY
Gilbert Kirby
ATTORNEY FOR DEFENDANT

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JUDGMENT ENTRY
R. W. Lenox,
Plaintiff.
-vs-
W. L. Farrington, Jr.,
Defendant.

Case No. 16110
Filed August 18, 1947

This day came the plaintiff, by his attorney; also appeared in open court, for and on behalf of said defendant, William L. Coleman, an attorney at law of this court, and by virtue of the warrant of attorney annexed to the note attached to the petition is 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 Five hundred and seventy-five dollars and seventy-nine 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 from said defendant the sum of Five hundred and seventy-five dollars and seventy nine cents, being the amount of said note and unpaid interest due thereon from the 27th day of January, 1947, to date of judgment; and also recover his costs herein expended, taxed at $, and interest on said judgment at 6% per cent. per annum, from said date of judgment until paid.

Richard L. Cameron, Judge

ENTRY
State of Ohio,
Plaintiff.
-vs-
Clarence Lester Streeter,
Defendant.

Case No. 3306
Filed November 28, 1952

Indictment for burglary, G. C. 12438.

This day came Luther L. Liggett, the Prosecuting Attorney on behalf of the State of Ohio and in open Court for good cause shown, with leave of Court, entered a nolle prosequi on the burglary count in the within Indictment.

Luther L. Liggett
PROSECUTING ATTORNEY
UNION COUNTY, OHIO.

JOURNAL ENTRY
State of Ohio,
Plaintiff.
-vs-
Clarence Lester Streeter,
Defendant.

Case No. 3306
Filed November 28, 1952

Indictment for Grand Larceny, G. C. 12447.

This day came into Court the Prosecuting Attorney, on behalf of the State of Ohio, and the defendant being brought into Court into custody of the Sheriff was asked by the Court if he was ready to plead to the Indictment.

Whereupon, the said defendant by his attorney, Gwynn V. Sanders acknowledged service of the Indictment, waived the reading of the Indictment and entered a plea of guilty. Whereupon the Court accepted said plea of guilty and inquired of Clarence Lester Streeter if he had anything to say why judgment should not now be pronounced against him; and he showed no good and sufficient cause why judgment should not be pronounced.

It is, therefore, considered and adjudged by the Court that Clarence Lester Streeter be confined in the Ohio State Penitentiary at Columbus, Ohio to serve at hard labor for not less than one year nor more than seven years, none of such period to be in solitary confinement. It further appearing to the Court that the defendant is now confined at the State Prison Farm at London, Ohio it is the order of this Court that this sentence run consecutively with the sentence defendant is presently serving and that within the next five days the Sheriff of Union County convey the said defendant, Clarence Lester Streeter to the Ohio State Penitentiary at Columbus, Ohio and deliver him to the Warden thereof; and that the defendant pay the costs of this prosecution for which execution is awarded.

F. LeRoy Allen
JUDGE

APPROVED BY:
Luther L. Liggett
PROSECUTING ATTORNEY
Gwynn Sanders
ATTORNEY FOR DEFENDANT

JOURNAL ENTRY
Elizabeth Wolford,
Plaintiff.
-vs-
Robert Wolford,
Defendant.

Case No. 17154
Filed November 29, 1952

At Plaintiff's request, case is dismissed at Plaintiff's costs; Costs paid, No record.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:
Elizabeth Wolford
Elizabeth Wolford, Plaintiff.

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

DECREE OF DIVORCE

Betty June Daum, a minor of the age of 18 years, by and through her father James O. King, as her next friend.
Plaintiff.
-vs-
Ray T. F. Daum,
Defendant.

Case No. 17126
Filed November 29, 1952

This 29th day of November, 1952, this cause came on to be heard before the Court, and the defendant having been duly served with summons and a copy of the petition herein, the Court finds that the defendant is now in default of answer or demurrer to the petition, thereby confessing the allegations thereof 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 more than one year last past and prior thereto, and was, at the time of filing said petition, and was, for at least ninety days immediately preceding the same, a bona fide resident of this County of Union and that the parties hereto were married on the 24th day of November, 1951, and no children are the issue thereof as in said petition set forth.

The Court further finds, upon the evidence adduced, that the defendant has been guilty of gross neglect of duty and by reason thereof, the plaintiff is entitled to a divorce as prayed for.

It is therefore, ordered, adjudged and decreed by the Court that the marriage ties existing between the parties hereto, the said Betty June Daum and Ray T. F. Daum, be and the same is hereby dissolved and both parties are released from the obligations of the same.

It is further ordered by the Court that Betty June Daum be restored to her maiden name of Betty June King.

It is further ordered by the Court that the said plaintiff pay the costs of this action.

F. LeRoy Allen
JUDGE

APPROVED BY:
Clifton L. Caryl
Attorney for Plaintiff.
Harold V. Williams
Attorney for Defendant.

JOURNAL ENTRY

White Cross Hospital,
Plaintiff.
-vs-
Gottleib Feucht
Clifton L. Caryl,
Defendants.

Case No. 17118
Filed November 29, 1952

Upon motion of the Defendant, Gottleib Feucht, and for good cause shown, to-wit, that since the institution of this proceeding a new party has been added in way of defendant, therefore, the Defendant, Gottleib Feucht, is granted an extension of time to and including December 2nd, 1952 in which to reply to the Petition of the Plaintiff.

F. LeRoy Allen
JUDGE

APPROVED:
Clifton L. Caryl
William L. Coleman

JOURNAL ENTRY

State of Ohio,
Plaintiff.
-vs-
Clarence L. Streeter,
Defendant.

Case No. 3306
Filed November 29, 1952

The Court having heretofore appointed Gwynn Sanders, attorney at law, to represent the defendant in this cause and the said Gwynn Sanders having fulfilled his duty and obligations to the defendant, it is ordered that the said Auditor of this County pay to him the sum of One Hundred ($100.00) Dollars as attorney fees for representing said defendant.

It is further ordered that a certified copy of this entry be issued to the Auditor of Union County, Ohio, as notice to him of the order of this Court.

F. LeRoy Allen
Common Pleas Judge

JOURNAL ENTRY

State of Ohio,
Plaintiff.
-vs-
Clarence L. Streeter,
Defendant.

Case No. 3306
Filed November 29, 1952

This day the defendant appeared in open Court and advised that he was in indigent circumstances and had no money or property with which to employ counsel to represent him in this cause.

The Court being fully advised in the premises finds that said defendant is unable to employ counsel to represent him and that the charge against defendant constitutes a felony and counsel should be furnished to represent him herein.

It is therefore ordered by the Court that Gwynn Sanders, attorney at law be and he hereby is designated as attorney for defendant and instructed to represent him in all matters concerning the charge set forth in the Indictment.

And Thereupon the said Gwynn Sanders appeared in open court and accepted the said appointment.

F. LeRoy Allen
Common Pleas Judge

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
State of Ohio,
Plaintiff.
-vs-
Dwight Overfield,
Defendant.

Case No. 3307
Filed November 29, 1952

Indictment for issuing check with intent to defraud, G. C. 710-176.

This day came into Court the Prosecuting Attorney on behalf of the State of Ohio and the defendant coming into Court in custody of the Sheriff was inquired of by the Court if he was represented by an attorney; and if not if he desired the Court to appoint an attorney to represent him; and the defendant stating that he did not desire to be represented by an attorney he was then required to plead to the Indictment.

Whereupon, upon the reading of the Indictment by the Clerk the defendant acknowledged service of the Indictment and entered a plea of guilty.

The Court accepted said plea of guilty and inquired of Dwight Overfield if he had anything to say why judgment should not be pronounced against him; and he showed no good and sufficient cause why judgment should not be pronounced.

It being made appear to the Court that the Defendant has been confined in the Union County jail for more than ninety days due to his inability to provide bond it is therefore considered and adjudged by the Court that the defendant be imprisoned in the Union County jail and kept at hard labor, but without solitary confinement for a period of ninety days and that the time spent by defendant in jail awaiting Grand Jury action and trial be, credited on said sentence; and that within two weeks from the date of this entry defendant reimburse the prosecuting witness, Urlin Weinlein in the amount of $2.50 and pay the costs of this prosecution for which execution is awarded.

F. LeRoy Allen
Judge

JOURNAL ENTRY
State of Ohio,
Plaintiff.
-vs-
Monroe Schlabach,
Defendant.

Case No. 3313
Filed November 29, 1952

Indictment for Statutory rape, G. C. 12414

This day came into Court the Prosecuting Attorney on behalf of the State of Ohio and the defendant coming into Court in company of his attorney, William J. Porter was required to plead to the Indictment.

Whereupon, said defendant by his attorney waived the reading of the Indictment, waived service on the Indictment and entered a plea of not guilty.

It is the order of the Court that the appearance bond in the amount of $5000.00 be set in this case and that the trial in this cause be set for Monday, December 22, 1952 at 9:30 o'clock A. M.

F. LeRoy Allen
JUDGE

APPROVED BY:
Luther L. Liggett
PROSECUTING ATTORNEY
William J. Porter
ATTORNEY FOR DEFENDANT

JOURNAL ENTRY
State of Ohio,
Plaintiff.
-vs-
Monroe Schlabach,
Defendant.

Case No. 3312
Filed November 29, 1952

Indictment for Statutory rape, G. C. 12414.

This day came into Court the Prosecuting Attorney on behalf of the State of Ohio and the defendant coming into Court in company of his attorney William J. Porter was required to plead to the Indictment.

Whereupon, said defendant by his attorney waived the reading of the Indictment, waived the service on the Indictment and entered a plea of not guilty.

It is the order of the Court that the appearance bond in the amount of $5000.00 be set in this cause and that the trial in this cause be set for Monday, December 22, 1952 at 9:30 o'clock A. M.

F. LeRoy Allen
JUDGE

APPROVED:
Luther L. Liggett
PROSECUTING ATTORNEY
William J. Porter
ATTORNEY FOR DEFENDANT

ENTRY
Betty J. Daum, a minor of the age of 18 years, by and through her father, James O. King, as her next friend,
Plaintiff.
-vs-
Ray T. F. Daum, Margaret Daum, and Clara R. Blatz,
Defendants.

Case No. 17093
Filed November 29, 1952

Case settled and the same is hereby ordered dismissed with prejudice to new action. Costs paid.

F. LeRoy Allen
Judge

Approved:
Clifton L. Caryl
ATTORNEY FOR PLAINTIFF
Harold V. Williams
ATTORNEY FOR DEFENDANT

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
E. H. Hatton,
Marysville, Ohio.,
-vs-
E. L. Grose,
R. R. #1, Peoria, Ohio.,
Defendant.

Case No. 17109
Filed November 29, 1952

Upon motion of the Defendant and for good cause shown, the Defendant, E. L. Grose is hereby granted leave to file a cross petition in this proceeding.

F. LeRoy Allen
JUDGE

APPROVED BY:
Myers & Hoopes
Attorneys for Plaintiff.
William L. Coleman
Attorney for Defendant.

ENTRY
William J. Boerger,
119 N. Walnut St.,
Marysville, Ohio.,
Plaintiff.
-vs-
August M. Scheiderer, and
Lucille Scheiderer
87 Hoffman Avenue
Columbus, Ohio.,
Defendant.

Case No. 17132
Filed November 29, 1952

This cause being settled, it is by agreement dismissed at the defendants' costs for which judgment is rendered.

F. LeRoy Allen
JUDGE

JOURNAL ENTRY
In Re: Of the appointment
of Assistant Prosecuting Attorney

Filed December 6, 1952

This cause came on to be heard on the application of Luther L. Liggett, Prosecuting Attorney and the Court being fully advised in the premises finds that said application is reasonable and that it would be for the best interests of the Union County that Milo Myers be appointed Assistant Prosecuting Attorney to try the case of the State of Ohio vs. Cecil Bevans.

Therefore it is the order of this Court that Milo Myers be and he hereby is appointed Assistant Prosecuting Attorney of Union County to try Cecil Bevans on the charge of obtaining property under false pretenses and that the said Milo Myers receive no compensation for such appointment.

F. LeRoy Allen
JUDGE

APPROVED BY:
Luther L. Liggett
PROSECUTING ATTORNEY

JOURNAL ENTRY
State of Ohio,
-vs-
Paul James Phillips,
Defendant.

Case No. 3317
Filed December 6, 1952

Upon motion of defendant and for good cause shown the trial of the within case is hereby continued until 9:30 o'clock A. M. Friday, December 12; appearance bond in the amount of $200.00 also continued.

F. LeRoy Allen
JUDGE

APPROVED BY:
Luther L. Liggett
PROSECUTING ATTORNEY

ATTORNEY FOR DEFENDANT

JOURNAL ENTRY
J. H. Schmelzer,
R. F. D. 1
Richwood, Ohio.,
Plaintiff.
-vs-
James Adams
R. F. D. 1
Richwood, Ohio.,
Defendant.

Case No. 17144
Filed December 6, 1952

This day this cause came on to be heard upon Plaintiff's Motion moving the court for an order vacating and settling aside the temporary restraining order heretofore issued against Defendant herein, and both parties came forth and presented their evidence and were represented by counsel and the Court, after hearing said evidence and the arguments of said counsel, finds that said injunction was wrongfully issued and that the same should be vacated and set aside and by reason thereof, said Motion is hereby sustained.

THEREFORE IT IS ORDERED BY THE COURT that the temporary injunction heretofore ordered herein be and the same hereby is set aside, vacated and held for naught. Exceptions saved.

F. LeRoy Allen
JUDGE

APPROVED BY:
Lloyd george Kerns
ATTORNEY FOR PLAINTIFF
John L. Roof,
ATTORNEY FOR DEFENDANT

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Charles E. Bolinger, M. D.,
Plaintiff.
-vs-
Paul C. Williams, et al.,
Defendants.

Case No. 17142
Filed December 6, 1952

Upon the Motion of the defendants' and for good cause shown, leave is hereby granted to defendants' to plead to the Petition on or before January 6th, 1953.

F. LeRoy Allen
JUDGE

APPROVED BY:

ATTORNEY FOR PLAINTIFF.

ATTORNEY FOR DEFENDANTS'

JOURNAL ENTRY
IN RE: Appointment of
J. S. McCamey as a Member
of the Soldiers' Relief Commission.

Filed November 25, 1952

This is to Certify that I have this day appointed J. S. McCamey, Marysville, Ohio, a member of the Veterans of Foreign Wars and a resident of said County, as a MEMBER OF THE SOLDIERS' RELIEF COMMISSION of said Union County, Ohio, to serve for a period of five years from this date.

F. LeRoy Allen
JUDGE

* *

OATH OF OFFICE

The State of Ohio, Union County, ss:

I, J. S. McCamey, do solemnly swear that I will support the Constitution of the United States and the Constitution of theState of Ohio, and I will faithfully discharge the duties devolving upon me as a Member of the Soldiers' Relief Commission of Union County, Ohio.

J. S. McCamey

Sworn to before me and signed in my presence this 24th day of November, 1952.
(SEAL)

Helen L. Sullivan

JOURNAL ENTRY
Gladys Herchenhahn,
Plaintiff.
-vs-
William Herchenhahn,
Defendant.

Case No. 17117
Filed December 10, 1952

This cause came on to be heard on the Petition and the evidence, and on consideration the Court finds that the defendant has been duly served with process by publication and that he is in default for answer or demurrer to said Petition and that the facts set forth in the Petition are true; that plaintiff has been a resident of the State of Ohio for more than one year and a bona fide resident of Union County for more than ninety days prior to the filing of her Petition; and that the parties' were married as in the Petition set forth; and that no children have been borne as issue of said marriage.

The Court further finds that the defendant has been guilty of gross neglect of duty and extreme cruelty as alleged, and by reason thereof plaintiff is entitled to a divorce.

It is therefore considered, adjudged and decreed that the marriage contract heretofore existing between the plaintiff, Gladys Herchenhahn and the defendant, William Herchenhahn be, and the same is hereby dissolved and both parties are released and discharged therefrom, and plaintiff is restored to her former name of Gladys Barker.

It is further consdiered and adjudged by the Court that as part of her alimony the plaintiff have and possess as her own property all the household goods and furniture of the parties of whatever kind and wherever the same may be found and the 1948 Crosley station wagon standing in defendant's name by virtue of certificate of title #8054479 free from any right of claim of the defendant therein. That this decree shall opeate as a convey - ance of title for said household goods and automobile and it is ordered that the Clerk of this Court cause so much of this decree to be recorded, in the office of the Clerk of Courts of Union County as will show this change of title of the aforesaid automobile.

It is further ordered and adjudged that the said plaintiff have and possess as and for alimony the following described real estate situated in the township of Dover, county of Union and State of Ohio and bounded and described as follows:

Tract No. 1: The part of the following description hereby intended to be conveyed is 10 acres more or less and all is on the south side of the road, except 2½ acres heretofore conveyed to Lutrell Stiner on the south side of said Blues Creek Road and is a part of a 35 acre tract sold and conveyed by Matilda Warner by deed dated March 13, 1894, and recorded in Deed Book 71, pages 234-5, Union County record of deeds. Beginning at a stake and stone in the North line of Lot No. 10 of the subidivision of said Survey No. 4597 and southeast corner of Matilda l. Warners' land; thence with the East line of said land North 5 deg. 15' West 139 poles to a stake, corner to said land in the south line of Rachel Black's land; thence with said lina North 84 deg. 30' East 38.80 poles to a stake northwest corner to Rachel J. Perkins' land; thence with the west line of said land South 5 deg. 15' East 116 poles to a stake in the Blues Creek Road; thence South 58 deg. 30' East 20.40 poles to a stake; thence South 86 deg. 45' East 25.60 poles to a line of said Lot No. 10; thence with said line South 83 deg. 45' West 93.40 poles to the beginning. Containing 35 acres more of less.
The number of acres conveyed is 10 acres, more or less.

Tract No.2: Beginning at a stone in the center of the Stiner Gravel Road at the northeast corner of a 2.80 acre tract sold by Rollo Guy to Alvin Cook; thence with the center of said road S. 71 deg. 30' E. 10 rods to a stake; and S. 83 deg. 30' E. 6.56 rods to a stake, over the center of an iron culvert, being the northwest corner of said Guy's 10 acre tract; thence with the West line of said tract S. 5 deg. 30' E. 32.10 poles to a post in the North line of Rollo Cook's land; thence with said line S. 85 deg. W. 20.40 poles to a post at the southwest corner of Alvin Cook's 2.80 acres tract; thence with the East lin of said tract N. 2 deg. East 37.70 poles to the beginning.
Containing 3.80 acres, more or less.

Tract No. 3: Beginning at a stone at the point of intersection of the Easton Gravel Road with the Stiner Gravel Road; thence with the center line of the Stiner Gravel Road S. 48 deg. E. 13.36 poles to a stake, and S. 66 deg. E. 4 poles to a stone and brick at the northwest corner of the Rollo T. Guy tract of 3.80 acres; thence with the west line of said tract S. 2 deg. W. 37.70 poles to a post in the line of Rollo Cook's land; thence with said line S. 85 deg. W. 8.40 poles to a stone in the center of the said Easton Road; thence with the center of the said Easton Road N. 4 deg. 30' W. 49.10 poles to the place of beginning.
Containing 2.80 acres, more or less.
Containing in all 16.60 acres, more or less.
Being the same premises conveyed by Pearl McIlroy, Administrator of the estate of Flora Thomas, deceased, to M. R. Perry, by deed dated July 11, 1930, and recorded in Union County Record of Deeds, Vol. 132, pages 493-494.
Being the same premises conveyed by Warranty Deed dated September 30, 1944 from Clyde Hefner and Margaret Hefner to William Herchenhahn and Gladys Herchenhahn and recorded in Union County Record of Deeds, Volume 170 at pages 321-322.
It is further ordered that this decree shall operate as a conveyance to the plaintiff of the interest of said defendant in said real estate and that the Clerk of Courts cause so much of this decree to be recorded in the Office of the Recorder of Union County, Ohio as will show such change of title.
It is further ordered that the plaintiff pay the costs of this proceeding amounting to dollars ($).

F. LeRoy Allen
JUDGE

APPROVED BY:
Luther L. Liggett
ATTORNEY FOR PLAINTIFF.

JOURNAL ENTRY
Citizen Federal Savings and Loan Association,
Plaintiff.
-vs-
Marian D. Wood,
Defendant.

Case No. 17158
Filed December 10, 1952

This cause settled and dismissed without record.

F. LeRoy Allen
Judge

Approved:
C. A. Hoopes
Attorney for Plaintiff.

JOURNAL ENTRY
Carrie S. Bowsman,
Plaintiff.
-vs-
John S. Lilly,
Defendant.

Case No. 17111
Filed December 10, 1952

This day this cause came on to be heard upon the Motion of the defendant to require the plaintiff to make her petition more definite and certain and was submitted to the Court. And the Court being fully advised in the premises overruled said motion. Leave is granted defendant to plead by December 22, 1952.

F. LeRoy Allen
JUDGE

APPROVED BY:
C. A. Hoopes
Attorney for Plaintiff.
Robert F. Allen
Attorney for Defendant.

JOURNAL ENTRY
Bob Yoder,
Plaintiff.
-vs-
D. W. Leeper,
Defendant.

Case No. 16983
Filed December 11, 1952

Case settled and dismissed at defendant's costs, costs paid, no record.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED:
Myers & Hoopes
Attorneys for Plaintiff.
Sanders & Grigsby
Attorneys for Defendant.

JOURNAL ENTRY
Anna Liggett,
Plaintiff.
-vs-
Roxana Trusler,
Defendant.

Case No. 17095
Riled December 11, 1952

Now comes plaintiff and dismisses this action at her own cost with prejudice to a future action,

Luther L. Liggett
Attorney for Plaintiff.
F. LeRoy Allen
Judge

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY - GUARDIAN AD LITEM
Louise Coons,
Plaintiff.
-vs-
Henry Ward Brooks, et al.,
Defendant.

Case No. 17162
Filed December 12, 1952

On the application of Shirley Brooks, a minor of the age of 20 years, it appearing to the Court that said Shirley Brooks one of the defendants herein, has been duly served with summons, and is a minor of the age of 20 years, it is ordered that Luther L. Liggett be and he is hereby appointed Guardian Ad Litem for said minor defendant.

F. LeRoy Allen
Judge

ENTRY OF DISMISSAL
Dorothy J. Hinkle,
Plaintiff.
-vs-
Horace G. Hinkle,
Defendant.

Case No. 17048
Filed December 12, 1952

Case dismissed, costs paid, no record.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:
Sanders & Grigsby
Attorneys for Plaintiff.

JOURNAL ENTRY
State of Ohio,
-vs-
Paul James Phillips,
Defendant.

Case No. 3317
Filed December 12, 1952

Upon motion of the state and for good cause shown the trial of the within case is hereby continued until 9:30 o'clock A. M. Friday, December 19, 1952; appearance bond in the amount of $200.00 also continued.

F. LeRoy Allen
JUDGE

APPROVED BY:
Luther L. Liggett
PROSECUTING ATTORNEY

_____
ATTORNEY FOR DEFENDANT

JOURNAL ENTRY
Harley Gant, DBA Gant Motor Sales
Mechanicsburg, Ohio.,
Plaintiff.
-vs-
Joe Justice and Lizzie Justice
R. F. D. Milford Center, Ohio.,
Defendant.

Case No. 16703
Filed December 16, 1952

Case settled and dismissed with prejudice to a new action. No record.

F. LeRoy Allen
JUDGE

APPROVED BY:
Clifton L. Caryl
Wm. Saxbe
Attorneys for plaintiff.

JOURNAL ENTRY
Eugene Hill,
Plaintiff.
-vs-
Emmett L. Milligan and
Inez Z. Milligan

Arthur Taylor and
Bertha Taylor

Hurd Cowgill (R. H. Cowgill)
Defendants.

Case No. 17155
Filed December 16, 1952

On application of the Plaintiff, this action is hereby dismissed at Plaintiff's costs without prejudice to the commencement of another action for the same cause. Record waived.

F. LeRoy Allen
Judge of the Court of Common Pleas, Union County, Ohio.

Approved:
Lloyd George Kerns
Attorney for Plaintiff.

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
E. H. Hatton,
Marysville, Ohio.,
Plaintiff.
-vs-
E. L. Grose,
R. R. #1, Peoria, Ohio.,
Defendant.

Case No. 17109
Filed December 16, 1952

On motion of the plaintiff leave is hereby granted the plaintiff to plead to the Answer of the defendant as filed herein instanter.

F. LeRoy Allen
JUDGE

AMENDED JOURNAL ENTRY
Frederick G. Trees,
Plaintiff.
-vs-
Delores Trees,
Defendant.

Case No. 16837
December 16, 1952 (Filed)

This day this cause came on for hearing upon the pleadings, evidence, and arguments of counsel. On consideration thereof, the Court, being duly advised in the premises, finds that the Defendant has been duly and legally served with summons and a copy of the petition herein.

The Court further finds that the Plaintiff at the time of filing his Petition had been a resident of the State of Ohio for more than one year prior thereto and was at the time of filing said Petition and for more than ninety days immediately preceding a bonafide resident of Union County, Ohio, and that the parties were married on the 3rd day of June, 1950 as set forth in said Petition.

The Court further finds, upon the evidence adduced, that the Defendant has been guilty of gross neglect of duty toward the Plaintiff and by reason thereof the Plaintiff is entitled to a divorce as prayed for.

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

It is further found by the Court that the parties hereto have entered into a Separation Agreement on or about the 23rd day of April, 1952, settling all of their proper rights and said Agreement is hereby approved and made a part hereof.

It is further ordered that the Plaintiff pay the costs of this proceeding.

James F. Bell
JUDGE

APPROVED BY:
William L. Coleman
ATTORNEY FOR PLAINTIFF
Delores Trees
DELORES TREES

ENTRY
Janice Clarridge,
Plaintiff.
-vs-
Doyle Clarridge,
Defendant.

Case No. 17116
Filed December 22, 1952

This cause settled and dismissed without record.

F. LeRoy Allen
JUDGE

APPROVED:
C. A. Hoopes
Attorney for Plaintiff.

ENTRY
Columbus Production Credit Assn.
Plaintiff.
-vs-
Cone Howard, Jr., Et al.
Defendants.

Case No. 17098
Filed December 22, 1952

On motion of William S. Hoopes and it appearing that he is a necessary and proper party to this action it is ordered that the said William S. Hoopes be, and he hereby is, made a party defendant to this action.

F. LeRoy Allen
JUDGE

ENTRY
Columbus Production Credit Assn.
Plaintiff.
-vs-
Cone Howard, Jr., et al.,
Defendants.

Case No. 17098
Filed December 22, 1952

On motion of the defendant, William S. Hoopes, and it appearing to the Court that the defendant, Cone Howard, Jr., is now deceased and that Clifton L. Caryl is the duly acting administrator with the will annexed of the estate of said deceased, it is ordered that the said Clifton L. Caryl be, and he hereby is substituted as defendant for the said Cone Howard, Jr., deceased.

F. LeRoy Allen
JUDGE

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Clarence Richard Baldwin,
Plaintiff.
-vs-
Dorothy Floretta Shumway Baldwin,
Defendant.

Case No. 17129
Filed December 22, 1952

This day this cause came on to be heard on the petition of plaintiff and the answer and cross petition of the defendant and the evidence, and on consideration thereof the court find that the plaintiff at the time of filing his petition, had been a residence of the State of Ohio for more than one year and was at that time a bona-fide residence of Union County and had been for more than 90 days and that the cause of complaint stated in the petition and the answer and cross petition arose in Union County, Ohio.

The court further find that the parties were married as stated in the petition and no children have been born issue of said marriage.

The court further find that the defendant has not been guilty of neglect and misconduct as charged in the petition and said petition is therefor dismissed.

The court further find upon the cross petition and the evidence, that the plaintiff has been guilty of gross neglect of duty and extreme cruelty and as a result thereof the defendant is entitled to a divorce as prayed for in her cross petition.

It is therefore ordered, adjudged and decreed that the marriage contract heretofore existing between the said Clarence Richard Baldwin and Dorothy Floretta Shumway Baldwin be, and the same hereby is, dissolved, and both parties are released from the obligations of the same.

It is further ordered that plaintiff pay the sum of $100.00 for Attorney fees for defendant Attorneys for which judgment is rendered and execution allowed. It is further ordered that the deposit for costs be applied to the cost of this action and any costs in excess thereof be taxed against defendant.

It is further ordered that defendant be restored to her maiden name of Dorothy Floretta Shumway.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED:
Luther L. Liggett
Attorney for Plaintiff
Sanders & Grigsby
Attorneys for Defendant.

ENTRY
State of Ohio,
-vs-
Clarence Lester Streeter,
Defendant.

Case No. 3306
Filed December 22, 1952

It appearing to the Court that through inadvertence and mistake the decree filed herein on the 26th day of November, 1952 sentencing the defendant for the crime of grand larceny does not correctly state the actual sentence of this Court given at that time; that the Court ordered the defendant to serve his sentence concurrently with the sentence he is presently serving at the London Prison Farm and that this order was through error journalized that said defendant serve this sentence consecutively; it is therefore ordered that said decree be withdrawn from the files and another decree of sentence stating these facts be filed in its place, and the same is accordingly done.

F. LeRoy Allen
JUDGE

APPROVED BY:
Luther L. Liggett
PROSECUTING ATTORNEY
Gwynn Sanders
ATTORNEY FOR DEFENDANT

JOURNAL ENTRY
State of Ohio
-vs-
Clarence Lester Streeter,
Plaintiff.

Case No. 3306
Filed December 22, 1952

Indictment for Grand Larceny, G. C. 12447.

This day came into Court the Prosecuting Attorney on behalf of the State of Ohio and the defendant being brought into Court in custody of the Sheriff was asked by the Court if he was ready to plead to the Indictment.

Whereupon, the said defendant be his attorney, Gwynn Sanders acknowledged service of the Indictment, waived the reading of the Indictment and entered a plea of guilty. Whereupon the Court accepted said plea of guilty and inquired of Clarence Lester Streeter if he had anything to say why judgment should not now be pronounced against him; and he showed no good and sufficient cause why judgment should not be pronounced.

It is, therefore, considered and adjudged by the Court that Clarence Lester Streeter be confined in the Ohio State Penitentiary at Columbus, Ohio to serve at hard labor for not less than one year nor more than seven years, none of such period to be in solitary confinement. It further appearing to the Court that the defendant is now confined at the State Prison Farm at London, Ohio it is the order of this Court that this sentence run concurrently with the dentence defendant is presently serving at that within the next five days the Sheriff of Union County convey the said defendant, Clarence Lester Streeter to the Ohio State Penitentiary at Columbus, Ohio and deliver him to the Warden thereof; and that the defendant pay the costs of this prosecution for which execution is awarded.

F. LeRoy Allen
JUDGE

APPROVED BY:
Luther L. Liggett
PROSECUTING ATTORNEY
Gwynn Sanders
ATTORNEY FOR DEFENDANT

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Nelson Bahan,
Plaintiff.
-vs-
Albert Amstutz, Jr.
Defendant.

Case No. 16801
Filed December 23, 1952

This cause having been settled by and between the parties it is ordered that the same be dismissed without record, with prejudice to a new action, costs paid.

F. LeRoy Allen
JUDGE

APPROVED BY:
Clifton L. Caryl
Clifton L. Caryl
Attorney for Plaintiff
William L. Coleman
William L. Coleman
Attorney for Defendant

JOURNAL ENTRY
Louise Coons,
Plaintiff.
-vs-
Henry Ward Brooks, et al.,
Defendants.

Case No. 17162
Filed December 17, 1952

This day came the parties and thereupon this cause came on to be heard on Motion for the appointment of Trustees herein as provided by statue.

On consideration whereof and being fully advised on the premises, the court does hereby appoint Ward Brooks and Joseph Wedding for all persons who are now or may hereafter be interested in the premises described in the petition, who, before entering upon their duties as such trustees shall give an undertaking to the approval of the Court for the faithful performance thereof in the sum of .

And said Trustees are made parties hereto with leave to answer instanter, which is accordingly done.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED:
Sanders & Grigsby
Attorneys for Plaintiff.

JOURNAL ENTRY
Louise Coons,
Plaintiff.
-vs-
Henry Ward Brooks, et al
Defendants.

Case No. 17162
Filed December 17, 1952

This day this cause came on to be heard on the petition of Plaintiff, the answer of Luther L. Liggett Guardian Ad Litem of Shirley Brooks a minor, age 20, the exhibits, and the testimony adduced and the Court finds that Shirley Brooks has been duly served with summons and that all other parties have filed their waiver of summons and consented to the prayer of the petition, and upon due consideration thereof, and being fully advised in the premises, the Court finds that is has jurisdiction of all parties and of the subject matter and that the allegations of the petition are true.

And it having been made to appear to the Court by the evidence adduced that the sale of said real estate as asked in the petition would be for the benefit of said Plaintiff for the reason that Plaintiff is unable to engage in farming operations on this tract alone and that it is necessary for her to lease said real estate which is a great inconvenience to Plaintiff; That the return from the leasing of this real estate is insufficient to maintain the buildings, fences and other improvements thereof after the payment of taxes and insurance; that the value of said real estate at the present market would provide a sum to be invested according to law which would produce more income to Plaintiff than she now receives; that the sale of this real estate could in no way do substantial injury to any of the defendants nor any heirs entail.

It is therefore ordered and decreed by the Court that said real estate described in the petition be sold, free from all entailment, limitations or conditions in the manner as by law provided in cases upon execution, by Walter T. Galloway, Sheriff of this County, who is hereby appointed to make such sale with all the power possessed by Sheriff and Master Commissioner in such cases, and that an order of sale be issued therefore to the said Walter T. Galloway directing him to appraise, advertise, and sell said premises as in sales upon execution: Provided, however, that at any time before sale at public auction, the said pr mises may be sold at private sale, for cash, at a sum not less than the appraised value thereof and a return of said sale, with the proceeds thereof, shall be made to this Court for further order herein.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED:
Sanders & Grigsby
Attorneys for Plaintiff

JOURNAL ENTRY -
In Re Drawing Jurors

Filed December 23, 1952

It is ordered that the number of Jurors to be drawn for the January Term, 1953, of this Court, be and is hereby fixed at Eighteen for Grand Jury and Twenty-five for Petit Jury.

F. LeRoy Allen
JUDGE

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Union County Farm Bureau Coop. Assn,
Plaintiff.
-vs-
Guy M. Chappell,
Defendant.

Case No. 17175
Filed December 23, 1952

This day came the plaintiff, by its attorney; 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 Hundred Seventy Four dollars and Fifty 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 from said defendant the sum of One Hundred Seventy Four dollars and Fifty cents, being the amount of said note and unpaid interest due thereon from the 25th day of May 1950, to date of judgment; and also recover its costs herein expended, taxed at $, and interest on said judgment at 6% per cent. per annum, from said date of judgment until paid.

F. LeRoy Allen
Judge

JOURNAL ENTRY
John R. Howard,
Plaintiff.
-vs-
Barbara Lou Howard,
Defendant.

Case No. 17133
Filed December 23, 1952

This cause coming on to be heard on the Petition of the Plaintiff and the Defendant being in default of answer or demur and the Court finds from the evidence that the Plaintiff is and has been for at least one year immediately preceeding the commencement of this action a bonafide resident of the State of Ohio and is and was for at least ninety days immediately preceeding the commencement of this action a bonafide resident of Union County, Ohio and that the Defendant has been guilty of gross neglect of Duty as alleged in the Petition of the Plaintiff and by reason thereof the Plaintiff is entitled to a divorce. The Court further finds that the Defendant has been duly served with summons and a copy of the Petition as required by law, which service is hereby approved, and that the Court has jurisdiction of the cause of action and the parties hereto.

It is, therefore, ordered, decreed and adjudged that the Plaintiff, John R. Howard, be and hereby is granted a divorce from the Defendant, Barbara Lou Howard, and the marriage contract is hereby dissolved and both of the parties hereto released from its obligations.

The Court further finds that the parties hereto have entered into a separation agreement settling all property rights of the parties hereto and the same appearing reasonable, it is hereby approved and confirmed.

It is further ordered that the Defendant be restored to her maiden name of Barbara Lou Roseberry and that the Plaintiff is ordered to pay the costs of this proceeding.

F. LeRoy Allen
Judge

Approved By:
William L. Coleman
WILLIAM L. COLEMAN
ATTORNEY FOR PLAINTIFF

JOURNAL ENTRY NAMING CHARLES FRANKLIN BROWN PARTY DEFENDANT
Citizens Federal Savings and Loan Assn. of Marysville, Ohio,
Plaintiff.
-vs-
Joseph Kane,
Annette Brown,
Harold Brown,
Defendants.

Case No. 17159
Filed December 29, 1952

Upon motion of the Defendant, Annette Brown, requesting that one Charles Franklin Brown be made party defendant in this proceeding and upon consideration thereof the Court finds that said Motion is reasonable and should be granted.

It is, therefore, the order of this court that Charles Franklin Brown, a minor of the age of three and one-half years, be and is hereby made a party defendant to this proceeding, said minor defendant being the only remainderman to the real estate in this proceeding under the terms of the Will of the late Clara Schoenleb.

F. LeRoy Allen
JUDGE

APPROVED BY:
C. A. Hoopes
ATTORNEY FOR PLAINTIFF
William L. Coleman
ATTORNEY FOR DEFENDANT, ANNETTE BROWN.

JOURNAL ENTRY
Wm. H. Faulkner, dba, Faulkner Funeral Home,
Plaintiff.
-vs-
Alfaretta Graham, Administratrix of the Estate of Virgil E. Graham,
Defendant.

Case No. 17025
Filed December 29, 1952

Upon motion of the Plaintiff and for good cause shown, the Plaintiff is granted leave to amend his Petition in this proceeding and it is ordered that said Amended Petition be filed on or before the 29th day of December, 1952.

F. LeRoy Allen
JUDGE

APPROVED BY:
William L. Coleman
WILLIAM L. COLEMAN
ATTORNEY FOR PLAINTIFF
Clifton L. Caryl
ATTORNEY FOR DEFENDANT

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
The Citizens Federal Savings and Loan Assn.
Plaintiff.
-vs-
Harold T. Johnson and Ruth Johnson,
Defendants.

Case No. 17104
Filed December 29, 1952

On motion of the plaintiff, and on its producing the return of the Sheriff of the sale made under the former order of this court; and the court on careful examination of the proceedings of the said sheriff being satisfied that the same have been had in all respects in conformity to law and the orders of this court, it is ordered that the said proceedings and sale be, and they are hereby approved and confirmed. And it is further ordered that the said sheriff convey to the purchaser, Mark Longbrake, 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 Recorder of Union County.

And the court coming now to distribute the proceeds of said sale amounting to $675.00 (Six Hundred Seventy-five Dollars), it is ordered that the sheriff out of the money in his hands, pay:--

First - To the Treasurer of this county, the taxes, to-wit:/.....$ 7.86
Second The costs of this action, taxed at..... 88.24
Third - To the plaintiff, Citizens Federal Savings & Loan Assn..... 495.00
Fourth To the defendants Harold T. John and Ruth John in equal shares, the balance remaining in his hands..... 83.90

F. LeRoy Allen
JUDGE

JOURNAL ENTRY
Virgie Pletcher,
Plaintiff.
-vs-
The Glenn Cartage Company,
Defendant.

Case No. 17106
Filed December 29, 1952

This cause having been settled by and between the parties it is ordered that the same be dismissed without record, but with prejudice to a new action. Costs paid.

F. LeRoy Allen
JUDGE

APPROVED BY:
William L. Coleman
WILLIAM L. COLEMAN
ATTORNEY FOR PLAINTIFF.
Knepper, White, & Dempsey
KNEPPER, WHITE, & DEMPSEY
ATTORNEYS FOR DEFENDANT

JOURNAL ENTRY
Fred Pletcher,
Plaintiff.
-vs-
The Glenn Cartage Company,
Defendant.

Case No. 17134
Filed December 29, 1952
Recorded December 31, 1952

This cause having been settled by and between the parties it is ordered that the same be dismissed without record, but with prejudice to a new action. Costs paid.

F. LeRoy Allen
JUDGE

APPROVED BY:
William L. Coleman
WILLIAM L. COLEMAN
ATTORNEY FOR PLAINTIFF
Knepper, White, & Dempsey
KNEPPER, WHITE, & DEMPSEY
ATTORNEYS FOR DEFENDANT

ENTRY
State of Ohio,
-vs-
Monroe Schlabach,
Defendant.

Case No. 3314
Filed December 30, 1952

Indictment for statutory rape, G. C. 12414.

This cause came on to be heard upon the Motion of the defendant to dismiss the within Indictment against the defendant, Monroe Schlabach.

It appearing to the Court that the Prosecuting Attorney has failed to comply with the former order of this Court requiring him to furnish a bill of particulars to the said defendant, it is therefore ordered, adjudged and decreed that the within Indictment is dismissed and defendant ordered released.

F. LeRoy Allen
JUDGE

APPROVED BY:

_____
PROSECUTING ATTORNEY

_____
ATTORNEY FOR DEFENDANT

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Louise Coons,
Plaintiff.
-vs-
Henry Ward Brooks, et al.
Defendants.

Case No. 17162
Filed December 31, 1952

This day came the parties and thereupon this cause came on for further proceedings herein.

On Consideration whereof, and being fully advised in the premises, and upon careful examination of all the proceedings heretofore and herein, the court finds that said proceedings have been had in full conformity to the statutes for such cases made and provided, and that all the parties hereto are within the jurisdiction of the court herein; and that sale has been made of said premises according to law, and that the same has been duly and legally sold, and that a deed therefor has been made to said Emor L. Gross and Glenna M. Gross by Walter T. Galloway, Sheriff of this county, who was heretofore authorized to make said sale; that the money therefor has been duly paid to the said Sheriff; and that trustees have been duly appointed herein as provided by law, and that said trustees have given a bond to the approval of the court.

The court further finds that said trustees have filed their answer herein on behalf of said trust and on behalf of allthe said persons now or hereafter to become interested therein; and the court does therefore approve and confirm all of said proceedings and said appointment of said trustees, and does here now order that the said Walter T. Galloway as sheriff by whom this sale in this cause was made, turn over to these trustees all money in his possession arising from said sale, a receipt for which is hereto attached, after deducting therefrom the costs and expenses as heretofore ordered.

It is further ordered and directed by the court that said trustees heretofore appointed,proceed promptly to invest said purchase money so obtained, in the following manner: In interest bearing obligations of the United States Government.

That when such investment is made, said Trustees report their proceedings and the character, description and location of the investment, to this Court for approval and further order.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:
Sanders & Grigsby
Attorney for Plaintiff.

ENTRY
State of Ohio,
Plaintiff.
-vs-
Monroe Schlabach,
Defendant.

Case No. 3314
Filed December 30, 1952

This cause came on to be heard on the Motion of the defendant for an order of Court requiring the Prosecuting Attorney to file a bill of particulars setting forth the facts upon which the offense attempted to be charged in said Indictment are found and setting out specifically the date of said offense. It is therefore ordered and adjudged that the Prosecuting Attorney furnish a bill of particulars as set out in said Motion within five days from the date of this Entry.

F. LeRoyAllen
JUDGE

APPROVED: 12/23/52

PROSECUTING ATTORNEY

ATTORNEY FOR DEFENDANT

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
John B. Haines,
Plaintiff.
-vs-
Hester Wall,
Defendant.

Case No. ~~17167~~ 17164
Filed January 3, 1953

Leave is granted the Defendant for an extention of time within which to plead to January 10, 1953.

F. LeRoy Allen
JUDGE

APPROVED:
C. A. Hoopes
Attorney for Plaintiff.
Robert F. Allen
Attorney for Defendant.

ENTRY
H. D. Lee Co.,
Plaintiff.
-vs-
John G. Creamans,
Defendant.

Case No. 17150
Filed January 3, 1953

This cause settled and dismissed without record.

F. LeRoy Allen
JUDGE

APPROVED:
C. A. Hoopes
Attorney for Plaintiff.

JOURNAL ENTRY
Louise Coons,
Plaintiff.
-vs-
Henry Ward Brooks, et al.,
Defendants.

Case No. 17162
Filed January 5, 1953

This cause coming on further to be heard on the Motion of Plaintiff for distribution of proceeds of sale and it appearing to the Court that the purchasers have paid to the trustees herein appointed the sum of $16,520.50 and to the Sheriff of Union County the sum of $1,329.50 making a total of $17,850.00; it is therefore ordered that the Sheriff out of the money in his hands pay the Court costs and expenses of this proceeding and the title insurance premium and expenses as follows: -

1. to Helen Louise Sullivan, Clerk, the Court Costs of $129.50
2. to Sanders and Grigsby Attorneys for Plaintiff fees and expenses 660.00
3. to Sanders and Grigsby costs of title insurance issued by Lawyers Title Insurance Company for purchasers - - - - - - - - - - - - - - - - - - - 540.00

F. LeRoy Allen
JUDGE

ENTRY
Citizens Federal Savings and Loan Co.
Plaintiff.
-vs-
Joseph Kane, et al.,
Defendants.

Case No. 17159
Filed January 5, 1953

This cause coming now on for hearing was submitted to the Court on the petition, the answer of the defendant, Annette Brown, the answer and cross petition of the defendant, Charles Franklin Brown, and the evidence, the Court finds that the defendants, Joseph Kane, Annette Brown and Harold Brown have each been duly served with summons and that the said Joseph Kane and Harold Brown are each in default for answer and demurrer, and that the allegations of the petition are thereby confessed by each of them to be true: that the defendants, Annette Brown and Charles Franklin Brown have by their answer herein admitted that the allegations of the petition are true.

The Court further finds that there is due the plaintiff upon note set forth in the petition, the sum of $310.62 with interest at 6% from December 1, 1952.

The Court further finds that in order to secure the payment of said note one Clara Schoenleb, now deceased, and who was then the owner of the estate in fee simple in the real estate described in the petition, executed and delivered to the plaintiff her mortgage as in the petition described and on the premises therein described: that said mortgage was duly recorded in Book 134, Page 378 of the Mortgage Records of Union County and is a good and valid lien on said premises, and that the condition in said mortgage has been broken.

It is therefore considered by the Court that unless all or either of the defendants, shall, within three days from the entry of this decree, pay, or cause to be paid to the Clerk of this Court the costs of this action, and to the plaintiff the sum so found due as aforesaid, the equity of redemption of all of the defendants be foreclosed, and said premises be sold, and that an order of sale issued therefore to the Sheriff of Union County directing him to appraise, advertise and sell said premises as upon execution, and report his proceedings to the Court for further order.

F. LeRoy Allen
Judge

Approved:
C. A. Hoopes
Attorney for Plaintiff.
William L. Coleman
Attorney for Annette Brown and
Charles Franklin Brown

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY OF DISMISSAL
Robert W. Howard,
Plaintiff.
-vs-
Virginia Howard Galbraith, et al.,
Defendants.

Case No. 17153
Filed January 6, 1953

Case settled at Plaintiff's costs; costs paid, no record.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:
Sanders & Grigsby
Attorneys for Plaintiff

Attorney for Defendants.

JOURNAL ENTRY
Marie Strauss,
Plaintiff.
-vs-
Mabel Strauss, et al.,
Defendants.

Case No. 16931
Filed January 8, 1953

This cause coming on to be heard on 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 to the court that said premises cannot be divided by metes and bounds, without manifest injury to the value thereof, and that the commissioners have appraised said premises at $2000.00, the court finds said return and proceedings in all respects in conformity to law, and the orders of the court, and do therefore approve and confirm the same.

And it appearing to the Court that said Plaintiff, Marie Strauss on October 28th, filed her election to take said premises at the appraised value and that no other parties have so elected, the same will, upon payment by Marie Strauss of the sum of $1349.35, said sum being the purchase price less her share of same, hereby adjudged to her, and the Sheriff is ordered to convey said premise to said Marie Strauss by deed in fee simple, and she is subrogated, to the rights of all parties hereto for the protection of her title.

And the Court coming now to distribute said funds of $1349.35 in the hands of the Sheriff, do order that he pay the same as follows: -

1. To the Clerk of this Court the cost of this action taxed at $178.18 including a council fee of $120.00 to pay Attorney.
2. To Mabel Strauss for her 10/28 interest - $650.65
3. To the Defendant, Curtiss Strauss for his 4/28 interest - - - - - - - - - - - 260.24
4. To Ruth Griffith for her 1/28 interest - 65.07
5. To Mary Sikiola for her 1/28 interest - 65.07
6. To Charles Olds for his 1/28 interest - 65.07
7. To Dale Olds for his 1/28 interest - 65.07

F. LeRoy Allen
Common Pleas Judge

Approved:
Sanders & Grigsby
Attorneys for Plaintiff

JOURNAL ENTRY
Donna M. Millington,
Plaintiff.
-vs-
Ernest Millington and the Union County Federal Savings and Loan Association of Marysville, Ohio,
Defendants.

Case No. 17127
Filed January 8, 1953

This cause came on for hearing on the 25th day of November, 1952, on the petition of Plaintiff, the -Answer of the Union County Federal Savings and Loan Association of Marysville and the evidence, and the court finds that it has jurisdiction of the subject matter and that the defendant, Ernest Millington, is in default of answer. The court also finds that the Plaintiff is the owner of an estate in fee simple and an undivided one-half interest in the real property described in the petition and that defendant, Ernest Millington, is the owner in fee simple of the other undivided one-half interest in said property; that said real estate is subject to a mortgage held by the Union County Federal Savings and Loan Association of Marysville, Ohio, as set forth in the Answer of said Association, that the interest of Ernest Millington is subject to a judgment in the amount of $350.00 held by Plaintiff, said judgment being with interest from July 5, 1952.

The court further finds that the plaintiff is entitled to have partition made of said premises as prayed for in the petition, and it is therefore ordered adjudged and decreed that partition of said property be made, and that Sturgis Cheney, Ralph Peet and John Livingston, three disinterested and judicious freeholders of the vicinity are hereby appointed commissioners to make the same.

It is further ordered that a writ issue to the Sheriff of Union County, Ohio, commanding him that by the oaths of said commissioners the cause to be set off and divided to each of the above named parties the part and proportion of said estate to which they are hereinbefore severally found to be entitled, and of his proceedings herein the said Sheriff is ordered to make due return.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED:
Sanders & Grigsby
Attorney for Plaintiff.

JOURNAL ENTRY
Allan Justice,
130 Merchant Street
Marion, Ohio,
Plaintiff.
-vs-
Ruth Justice
329 Decatur Street
Sandusky, Ohio,
Defendant.

Case No. 16817
Filed January 7, 1953

On motion of the plaintiff and for good cause shown this case is dismissed without prejudice to the bringing of a new action at the cost of the plaintiff.

F. LeRoy Allen, Judge of the Court of Common Pleas, Union County, Ohio.

APPROVED: F. Wiedam, Wiedam and Wiedam of Counsel for Plaintiff.

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
~~IN THE UNITED~~ STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION
John R. Davis, Irene E. Davis,
Standard Insurance Company of
New York and Farm Bureau Mutual
Fire Insurance Company of Ohio,
Plaintiffs.
-vs-
Philco Corporation,
Defendant.

Civil No. 3695
Filed January 8, 1953

ORDER OF REMOVAL

It appearing to the court that Philco Corporation has now filed its petition for removal of the cause now pending in the Court of Common Pleas of Union County, Ohio, numbered 17173 on the dockets of said court in which John R. Davis, Irene E. Davis, Standard Insurance Company of New York and Farm Bureau Mutual Fire Insurance Company of Ohio are plaintiffs and Philco Corporation is defendant, together with a bond with good and sufficient surety conditioned that defendant will pay all costs and disbursements incurred by reason of the removal proceedings should it be determined that said cause was not removeable or was improperly removed and has also filed a copy of all process, pleadings and orders served upon it in such action. It is hereby ordered that said cause be and the same is removed to the United States District Court for the Southern District of Ohio, Eastern Division and the said Court of Common Pleas of Union County, Ohio, shall proceed no further in this cause unless this case is remanded except to prepare and file with the clerk of this court, copies of all records and proceedings in said Common Pleas Court of Union County, Ohio.

Underwood
Judge
A true Copy of the Original Filed January 7, 1953 Attest: Howard E. Parker, Clerk.

Approved:
Byron E. Ford
Attorney for Defendant.
Copy sent to Attorney for Plaintiff
this 6th day of January, 1953
Byron E. Ford
Of Counsel of Defendant.

JOURNAL ENTRY
Hattie Brown,
Plaintiff.
-vs-
Kenneth Brown,
Defendant.

Case No. 16908
Filed January 12, 1953

This cause coming on to be heard on the Motion of Kenneth Brown defendant herein for an order modifying a previous order of the Court dated June 14, 1952, which ordered the defendant to pay to the plaintiff herein the sum of twenty five dollars ($25.00) per week alimony plus five dollars ($5.00) per week extra until certain obligations were taken care of, the Court finds upon the issues joined that a change of circumstances has occurred regarding the daughter of the parties hereto, Barbara Brown; that the said Barbara Brown is no longer in the custody of the plaintiff or looking to the plaintiff for support, but is now a married person and no longer the obligation of the plaintiff or defendant.

The Court further finds that the law firm of Sanders and Grigsby has received full compensation for services rendered to date; that the defendant is in arrears in the sum of One hundred dollars ($100.00) in support owed the plaintiff.

It is therefore ordered, adjudged and decreed that the Motion of the defendant for a modification of the previous order of Court referred to herein be granted and that the plaintiff be awarded alimony from defendant in the sum of twenty dollars ($20.00) per week provided, however, that until the back alimony is paid, and the Court costs paid, the defendant shall continue to pay the sum of twenty five dollars ($25.00) per week, until further order of this Court.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:
Sanders & Grigsby
ATTORNEYS FOR PLAINTIFF
Lloyd George Kerns
ATTORNEY FOR DEFENDANT.

ENTRY
Alice T. Allinder,
Plaintiff.
-vs-
Vernon D. Allinder,
Defendant.

Case No. 16901
Filed January 12, 1953

Now comes the plaintiff, and dismisses her action at her own costs without prejudice to a future action.

Luther L. Liggett
ATTORNEY FOR PLAINTIFF.
1/12/53 F. LeRoy Allen, Judge

ENTRY
Beatrice Pack,
Plaintiff.
-vs-
Willis Pack,
Defendant.

Case No. 16958
Filed January 12, 1953

Now comes the plaintiff, and dismisses her action at her own costs without prejudice to a future action.

Luther L. Liggett
ATTORNEY FOR PLAINTIFF
1/12/53 F. LeRoy Allen, Judge

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Norma Dean,
Plaintiff.
-vs-
Dale Dean,
Defendant.

Case No. 16909
Filed January 12, 1953

Now comes the plaintiff, and dismisses her action at her own costs without prejudice to a future action.

Luther L. Liggett
ATTORNEY FOR PLAINTIFF.
1/12/53 - F. LeRoy Allen, Judge

JOURNAL ENTRY
Maxine Webb,
Plaintiff.
-vs-
Royal Webb,
Defendant.

Case No. 17069
Filed January 12, 1953

This cause came on for hearing on the petition of the Plaintiff, Defendant being in default of answer or demurrer, and the Court finds from the evidence that Plaintiff is, and was for at least over a year immediately preceding the commencement of this action, a bona fide resident of Union County, Ohio; that Defendant has been guilty of gross neglect of duty and extreme cruelty as alleged in the petition, that by reason thereof Plaintiff is entitled to a divorce; that Defendant has been duly served with summons and copy of the petition as required by law, which service is hereby approved, and that the Court has jurisdiction of this cause of action and the parties hereto.

It is ordered, adjudged and decreed that Plaintiff be and hereby is granted a divorce from Defendant and the marriage contract is hereby dissolved and both of the parties hereto released from its obligations.

It is further ordered by the Court, after consideration of the evidence and the report of the investigator as provided in General Code Section 8003-9, that custody of the children of the parties hereto, namely, Pamela Jean Webb, age 4 years; Marvin Keith Webb, age 3 years; Errawanna Kay Webb, age 19 months and Monty Lee Webb, age 5 months, shall be had by the grandparents of the Plaintiff herein Mr. and Mrs. Lester Manley, Essex, Ohio, Jackson Township, Union County and that the Defendant pay to the said Lester Manley the sum of fifteen dollars ($15.00) per week for support of said children and that the Plaintiff pay to the said Lester Manley for the support of said children the sum of ten dollars ($10.00) per week, until further order of this Court.

It is further ordered by the Court that the Defendant shall have the right of visitation, at all reasonable times, with right to take said children from the home of said Lester Manley during the day at reasonable intervals, but that said children shall not be kept away from the Lester Manley home overnight.

It is further ordered that defendant pay the costs herein.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:
Lloyd George Kerns
ATTORNEY FOR PLAINTIFF.

IN RE:
Security for costs in divorce and alimony matters.

Filed January 16, 1953

Pursuant to Section 8003-5 of the General Code the amount of the prepayment, deposit or security for the costs to be made or given to the clerk in each case shall be the sum of Twenty dollars ($20.00) with the petition and Twenty Dollars ($20.00) with the cross petition as therein provided.

Dated January 16th, 1953.

F. LeRoy Allen
JUDGE

JOURNAL ENTRY
State of Ohio,
-vs-
Monroe Schlabach,
Defendant.
Indictment for Statutory rape, 12414.

Case No. 3312-3313
Filed January 16, 1953

This day this cause came on to be heard on the Motion of the Prosecuting Attorney to vacate the judgment of sentence previously entered herein on the 10th day of January, 1953 for the reason that said sentence is illegal and void and the Court being fully advised in the premises finds that said sentence was imposed without having the defendant examined as required by Section 13451-20 of the General Code of Ohio.

It is therefore ordered, adjudged and decreed that the sentence previously entered herein be and hereby is vacated and held for naught and the same stricken from the files.

F. LeRoy Allen
JUDGE

APPROVED BY:

ATTORNEY FOR DEFENDANT
Lloyd George Kerns
PROSECUTING ATTORNEY

JOURNAL ENTRY
State of Ohio,
-vs-
Monroe Schlabach,
Defendant.

Case No. 3312-3313
Filed January 16, 1953

Indictment for Statutory rape, 12414.

(CONTINUED ON THE FOLLOWING PAGE)

The defendant herein, having been heretofore convicted of the crime of statutory rape and said crime being one of those mentioned in Section 13451-20 of the General Code of Ohio it is hereby ordered, adjudged and decreed that the said Monroe Schlabach be, and he is hereby ordered confined in the Lima State Hospital at Lima, Ohio for a period of not more than sixty days, for the purpose of an examination as required by Section 13451-20 prior to sentence.

It is further ordered, adjudged and decreed that within the next five days the Sheriff of Union County shall convey the said defendant, Monroe Schlabach to the Lima State Hospital, Lima, Ohio and deliver him to the superintendent thereof.

It is further ordered that a copy of the report of said examination conducted by said state facility be certified and served upon said defendant and his attorney of record within three days after the filing of said report with this Court.

F. LeRoy Allen
JUDGE

APPROVED BY:

ATTORNEY FOR DEFENDANT
Lloyd George Kerns
PROSECUTING ATTORNEY

IN THE MATTER OF
the Compensation of the
Law Librarian.

Filed January 16, 1953

It appearing to the Court that the Trustees of the Union County Law Library Association have appointed W. J. Dasher as Librarian thereof, and that said library furnishes to all of the county officers and the judges of the several courts in the county admission to its library, and the use of its books free of charge,

Now, therefore, I, F. LeRoy Allen, Judge of said Court of Common Pleas, in compliance with Section 3054 of the General Code of Ohio, hereby fix the compensation of such librarian at the sum of Five-hundred Dollars ($500.00) per annum to be paid annually out of the Treasury of said county. This salary to continue until this order is changed, modified or vacated by the Court.

F. LeRoy Allen
JUDGE

ENTRY
Delbert E. Haines, etc.
Plaintiff.
-vs-
Ray Donavan,
Defendant.

Case No. 16864
Filed January 20, 1953

This day this cause settled between parties the same is hereby dismissed without record with prejudice at the costs of the defendant. Costs paid.

F. LeRoy Allen
Judge

APPROVED:
Milo L. Myers and Todd Hoopes
Attorneys for the Plaintiff.
Wiles and Doucher
Attorneys for the Defendant.

ENTRY
Ellouise Allemang,
Plaintiff.
-vs-
Richard C. Allemang,
Defendant.

Case No. 17161
Filed January 20, 1953

This day this cause came on to be heard upon the petition of plaintiff and plaintiff appeared in open court and the defendant being in default for answer or demurrer to the petition of plaintiff, the court find that he confesses the allegations thereof to be true.

The court further find that at the time of filing her petition herein, plaintiff had been a bona fide resident of the State of Ohio for more than one year and a bona fide resident of Union County for more than ninety days and the cause of action stated in the petition arose in Union County, Ohio.

The court further find that the parties were married as in said petition set forth and there are no children issue of said marriage.

The court further find that defendant has been guilty of gross neglect of duty and extreme cruelty toward plaintiff and as a result thereof she is entitled to a divorce as prayed for.

The court further find that the parties have entered into an agreement in writing providing for the division of property, support, alimony and all other questions arising or growing out of said marriage, and that said agreement is fair, and the court therefore hereby approves and confirms the same.

It is therefore ordered, adjudged and decreed that the marriage contract heretofore existing between the plaintiff Ellouise Allemang and the defendant Richard C. Allemang, be and the same hereby is dissolved and both parties are released from the obligations of the same.

It is further ordered that plaintiff pay costs of this action taxed at $_____.

F, LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:
Sanders & Grigsby
Attorneysfor Plaintiff.

SEPARATION AGREEMENT.

This agreement made and concluded at Marysville, Ohio, this 2nd day of December, 1952, by and between Richard C. Allemang and Ellouise Allemang, husband and wife, witnesseth:

This agreement is made in the office of Sanders & Grigsby, Attorneys at Law, Marysville, Ohio, and it has been specifically explained to Richard C. Allemang that the firm of Sanders & Grigsby represent Ellouise Allemang and he has the right and privilege of retaining other counsel.

(OVER)

That, whereas, unfortunate differences have arisen between the parties hereto rendering it impossible for them to hereafter live together and said parties have agreed upon an immediate separation,

And, whereas, it is the desire of the parties hereto to settle and adjust all questions relating to individual property or joint property owned by either or both of them and to settle all questions concerning support; etc.,

Now, therefore, it is hereby agreed by and between the parties hereto as follows:

(1) Ellouise Allemang shall have as and for her own individual property, free from any right of claim of Richard C. Allemang, therein, all of her personal effects, wearing apparel, wedding gifts, etc., and two gold chairs.

(2) Richard C. Allemang shall pay to Ellouise Allemang upon the execution of this agreement, the receipt of which is hereby acknowledged, the sum of Two Thousand Dollars ($2000.00) in cash.

(3) Ellouise Allemang, contemporaneously with the execution of this agreement, will execute and deliver to the said Richard C. Allemang a quit-claim deed for all of her right, title and interest in and to a house and lot located in the Village of New Dover, Union County, Ohio, and hereafter said Richard C. Allemang shall hold said house in fee simple, subject to a mortgage in the sum of $2300.00 to The First National Bank of Marysville, Ohio, but free from any claim of Ellouise Allemang therein.

(4) The said Richard C. Allemang shall have and possess as and for his own property, free and clear of any claim right or interest of Ellouise Allemang therein, all of the remainder of the personal property owned by the parties hereto as individuals or jointly which includes two milk trucks, household furniture, bonds, etc. and one Hudson automobile.

(6) Ellouise Allemang agrees to pay to Sanders & Grigsby, Attorneys at Law, Marysville, Ohio, the sum of Seventy-five Dollars ($75.00) to apply on attorney fees and expenses.

(5) Richard C. Allemang further agrees to pay to Sanders & Grigsby, Attorneys at Law, of Marysville, Ohio, the sum of Seventy-five dollars ($75.00) to apply on attorney fees and expenses.

Now, therefore, in consideration of the premises, each party hereto does hereby release and discharge the other from all obligations of support and from all other claims, rights and duties arising or growing out of said marital relations; and said parties mutually agree that each party hereto may freely sell or otherwise dispose of his or her own property, by gift, deed, or last will and testament, and each party is by these presents hereby barred from any and all rights or claims by way of dower, inheritance, descent, distribution, allowance for twelve (12) months' support, right to remain in the mansion house, and all rights of claims as widow, widower, heir, distributee, survivor, or next of kin, and all other rights or claims whatsoever, in or to the estate of the other, whether real or personal, and whether now owned or hereafter to be acquired, which may, in any manner, arise, or accrue by virtue of said marriage.

And each party hereto, for the consideration aforesaid, does hereby release and relinquish to the other, -and to the heirs, executors, administrators, devisees, legatees and assigns of the other, all claims or rights of dower, inheritance and a distributive share, or as widow, widower, heir, survivor, distributee or next of kin, in and to all the estate of the other, whether now owned or hereafter acquired, and all claim of right to an allowance for twelve months' support, or to reside in the mansion house and all other rights or claims whatsoever, which may, in any manner arise or accrue by virtue of said marriage.

And each party further agrees that the other party shall have full liberty to dispose of all of his or her property, real and personal, whether now owned or hereafter acquired, during life, or by last will and testament, and that, upon the death of such party, all of his or her property, real and personal, which shall not have been disposed of, during life or by last will and testament, shall descend to, vest in and be distributed to, such person or persons as would be entitled to the same by the statutes of descent and distribution of the state of Ohio then in effect, had the surviving party died during the life of the other party.

And each party hereby waives any right which he or she may have, to administer the estate of the other party, upon the death of such other party.

Each party hereto further agrees, upon request of the other, to execute and knowledge any and all debts or other instruments of release or conveyance to enable such other to sell, convey, mortgage, or otherwise dispose of or encumber his or her own real property, free from any apparent right of dower therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

IN THE PRESENCE OF:

_____

_____

_____
Richard C. Allemang

_____
Ellouise Allemang

STATE OF OHIO, UNION COUNTY, SS:

Before me, a Notary Public in and for said state and county personally appeared the above named Richard C. Allemang and Ellouise Allemang who acknowledged the signing of the foregoing instrument and that the signing thereof was their free act and deed for the purposes set forth therein.

In Testimony Whereof I have hereunto set my name and affixed my official seal at Marysville, Ohio, this 2nd day of December, 1952.

_____
Notary Public

IN RE:
Of the Appeal in the County Ditch No. 1338 known as the Morris Extension Ditch Petitioned for by Bernard Gray:

Filed January 20, 1953

Upon motion by the County Commissioners of Union County, Ohio, and it appearing to the Court that the Appellant has failed to comply with the order heretofore made requiring the Appellant to comply with the order heretofore made requiring the Appellant to file a brief in this cause, without showing good and valid excuse for such failure, and the Court being fully satisfied that said Appellant is without valid excuse for not filing said brief, does order that said Motion of Appellant for a rehearing be, and the same hereby is, dismissed, at the costs of Appellant.

F. LeRoy Allen
JUDGE.

APPROVED BY:
Luther L. Liggett

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
State Automobile Mutual Ins. Co.,
Plaintiff.
-vs-
Charles Hicks,
Defendant.

Case No. 16887
Filed January 21, 1953

This cause coming on to be heard on the demurrer to the cross petition of defendant, said demurrer is sustained and defendant is granted ten days from date in which to file an amended cross petition, and if then, an amended cross petition has not been filed, the issues in the cause will be made by the petition and answer.
Exceptions saved for defendant.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:
Sanders & Grigsby
Attorneys for Plaintiff.
Clifton L. Caryl
Attorney for Defendant.

JOURNAL ENTRY
Jesse Salyer,
Plaintiff.
-vs-
Oyler Bros., Inc.,
Defendant.

Case No. 17103
Filed January 21, 1953

This cause being heard on the demurrer to the petition, the Court, upon consideration, overrules the same; and defendant is granted fifteen (15) days to plead further.

F. LeRoy Allen
Judge

Approved:
Donithen, Michel and Davis
Attorneys for Plaintiff.
Knepper, White and Dempsey
Attorneys for Defendant.

ENTRY
Mary K. Herd,
Plainitff.
-vs-
Howard V. Herd, et al.,
Defendants.

Case No. 17049
Filed January 22, 1953

This day this cause came on to be heard upon the petition of plaintiff, the answer of the defendant Howard V. Herd, the answer of the defendant, Martha Berry, the exhibits and the evidence and the court being fully advised in the premises finds that the defendant Martha Berry on the 23rd day of November, 1945 purchased an undivided one-half interest in the stock in trade, fixtures and other personal property located in the general store building in the Village of Peoria, Union County, Ohio by virtue of a bill of sale executed by Willard I. Hamilton to the said defendant Martha Berry and the defendant Howard V. Herd: That defendant Martha Berry purchased the other undivided one-half interest in and to said fixtures and stock in trade on the 23rd day of December, 1947 which is evidenced by a bill of sale dated January 27, 1948 executed by Howard V. Herd and Mary K. Herd to the defendant Martha Berry. That the said Martha Berry was the sole owner of said fixtures, stock in trade and other personal property contained in and about said general store building until the same was destroyed by fire on the 29th day of April, 1952, and no other person had any right, title or interest thereto.

The Court further finds that on the first day of June, 1950 the defendant Martha Berry purchased from plaintiff Mary K. Herd and the defendant Howard V. Herd the following described real estate to-wit:

Situated in the County of Union, State of Ohio, and Township of Liberty, bounded and described as follows: -
Being all of Lots One (1) and Two (2) in the Village of Peoria, Liberty Township, Union County, Ohio.
For further reference see the recorded plat in the Recorder's Office at Marysville, Ohio.
Being the same premises conveyed by Warranty Deed from Willard I. Hamilton and Ethel D. Hamilton, his wife, to Howard V. Herd, November 23, 1945, recorded in Vol. 172, Page 522 of the records of Union County, Ohio.

That said defendant Martha Berry paid to said plaintiff, Mary K. Herd and defendant Howard V. Herd the purchase price of said real estate in full and thereby became and now is the sole owner of said real estate and no other person, firm or corporation has any right, title and interest therein.

It is therefore, ordered adjudged and decreed that the defendant Martha Berry was the sole owner of said stock in trade, fixtures and other personal property contained in and about said general store building in the Village of Peoria, Union County, Ohio, as of the 29th day of April, 1952 and no other person, firm or corporation had any right, title or interest therein or thereto and that the said Martha Berry was the sole owner of the real estate herein above described and no other person, firm or corporation had any right, title or interest therein.

It is therefore, ordered that the petition of plaintiff be dismissed and that she pay the cost of this action taxed at

F. LERoy Allen
Common Pleas Judge

APPROVED BY:
William L. Coleman
Attorney for Plaintiff.
Sanders & Grigsby
Attorneys for Defendant,
Martha Berry.

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
DECREE OF DIVORCE
Adam L. Price,
Plaintiff.
-vs-
Louise Price,
Defendant.

Case No. 17163
Filed January 23, 1953

And now comes the said Plaintiff, by his Attorney, and the Defendant having been legally summoned by publication the Court finds that the Defendant is in default for answer or demurrer to the petition, thereby confessing the allegations thereof to be true.

The Court also finds that the Plaintiff, at the time of filing his petitinn, had been a resident of the State of Ohio for one year next prior thereto and was, at the time of filing said petition and for at least ninety days immediately preceeding the same, a bona fide resident of this County of Union and that the parties hereto were married on the 7th day of December, 1951, as in said petition set forth.

The Court further finds, upon the evidence adduced, that the Defendant has been guilty of gross neglect of duty and by reason thereof the Plaintiff is entitled to a divorce as prayed for.

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

It is further ordered that the Defendant be restored to her maiden name of Louise McDaniels.

It is further considered by the Court, and it is ordered that the said Plaintiff pay the costs of this prosecution.

F. LeRoy Allen
Judge

Approved:
Clifton L. Caryl

JOURNAL ENTRY
Carrie S. Bowsman,
Plaintiff.
-vs-
John S. Lilly,
Defendant.

Case No. 17111
Filed January 23, 1953

This day this cause came on to be heard upon the motion of the defendant to strike from the petition certain portions thereof and was submitted to the Court upon the argument of counsel.

And the Court being fully advised in the premises overrules said motion. Exceptions noted for defendant. Leave granted defendant to plead by January 26, 1953.

F. LeRoy Allen
JUDGE

APPROVED:
C. A. Hoopes
Attorney for Plaintiff.
Robert F. Allen
Attorney for Defendant.

The State of Ohio,
Plaintiff.
-vs-
Cecil Bevans,
Defendant.

Case No. 3294
Filed January 23, 1953

ENTRY - NOLLE PROSEQUI Indictment for Larceny by Trick

This day came Milo L. Myers, the special Prosecuting Attorney duly appointed for and on behalf of the State, and, with leave of Court it is ordered by the Court that a Nolle Prosequi be entered on the above indictment.

F. LeRoy Allen
JUDGE

APPROVED:
Milo L. Myers
Special Prosecuting Attorney

Attorney for Defendant.

ENTRY - NOLLE PROSEQUI
TheState of Ohio,
Plaintiff.
-vs-
Cecil Bevans,
Defendant.

Case No. 3303
Filed January 23, 1953

This day came Milo L. Myers the special Prosecuting Attorney duly appointed for andon behalf of the State, and, with leave of Court it is ordered by the Court that a Nolle Prosequi be entered on the above indictment, with prejudice.

F. LeRoy Allen
JUDGE

APPROVED:
Milo L. Myers
Special Prosecuting Attorney

Attorney for Defendant.

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY

Virginia Harrington,
Plaintiff.
-vs-
Leon Harrington,
Defendant.

Case No. 16498
Filed January 12, 1953

Now comes the plaintiff, and dismisses her action at her own costs without prejudice to a future action.

Luther L. Liggett
Attorney for Plaintiff.

1/12/53

F. LeRoy Allen
Judge

JOURNAL ENTRY CONFIRMING AND APPROVING SALE

In the Matter of Norman Hall, Francis Penhorwood, and James Sparks, Trustees of the Pilgrim Holiness Church, Richwood, Ohio.,

Case No. 17120
Filed January 24, 1953

This cause came on to be heard on the report of the Trustees herein and the evidence and the Court being fully advised herein finds that Norman Hall, Francis Penhorwood, and James Sparks, Trustees of The Pilgrim Holiness Church, Richwood, Ohio have sold the real estate described in the Petition to Russell P. Case, Richwood, Ohio, for the sum of Fourteen Hundred Dollars ($1400) out of which costs have been paid in the sum of Forty-two and 05/100 ($42.05) and to Robert F. Allen, Attorney fees Twenty-five Dollars ($25.00) and the balance of Thirteen Hundred Twenty-two & 95/100 has been desposited in a savings account in The Richwood Banking Company, Richwood, Ohio, in a deposit "Norman Hall, Francis Penhorwood, and James Sparks, Trustees of The Pilgrim Holiness Church, Richwood, Ohio, for building purposes only".

It is therefore ordered, adjudged, and decreed that the action hereinabove taken by said Trustees is hereby approved and confirmed.

F. LeRoy Allen
Judge

JOURNAL ENTRY

Harold L. Harrington, a minor,
by Joe Harrington, his father
and next of friend,
Plaintiff.
-vs-
Herman C. Blumenschein,
Defendant.

Case No. 16886
Filed January 24, 1953

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

Norma Canter
Wilmetta Simmons
Geneva Stierhoff
Dale Fulton
Clarence E. Ziegler
Harold Hildreth
James R. Smith
Philipp H. Nickel
Chester A. Coe
Byers Denny
Willard Deisher

who were duly impaneled and sworn according to law and thereupon the case came on for hearing on the pleadings and the evidence.

And after hearing the evidence, arguments and charge of the Court, the Jury retired to their room and in charge of the Court Bailiff for deliberation.

And, upon consideration thereof, the Jury returned their verdict in open court, signed by each concurring juror and say: "We, the Jury, being duly impaneled and sworn and affirmed, find the issues in this case in favor of the Defendant, Herman C. Blumenschein."

Exceptions Noted for Plaintiff.

F. LeRoy Allen
Judge

APPROVED BY:
Sanders and Grigsby
SANDERS AND GRIGSBY, Attorneys for Plaintiff.
Clifton L. Caryl
CLIFTON L. CARYL, Attorney for Defendant.

JOURNAL ENTRY - DECREEING DIVORCE

Pauline Vance,
Plaintiff.
-vs-
Joseph D. Vance,
Defendant.

Case No. 17168
Filed January 26, 1953

This cause came on for hearing this 24th day of January, 1953 on the petition of the plaintiff; and the court find that the defendant was personally served with summons and a copy of the Petition and that the Plaintiff has been for more than one year immediately proceeding the commencement of this action a bonafide resident of both the State of Ohio and the county of Union and that the cause of action arose in this county; that Defendant has been guilty of extreme cruelty toward plaintiff as alleged in the petition and that by reason thereof the plaintiff is entitled to a divorce.

The court further find that the parties hereto prior to the institution of this divorce proceeding entered into a separation agreement a copy of which is hereto attached and made a part of this decree and the court hereby confirms and approves said attached separation agreement.

It is therefore ordered, adjudged and decreed that the plaintiff be and hereby is granted a divorce and both of the parties hereto are released from its obligation; it is further ordered that in the event the defendant Joseph D. Vance fails to convey within ten days from the date of this decree by quit claim deed all his right title and interest in and to the real estate described in the separation agreement attached hereto that so much of this decree shall be filed for record with the Recorder of Union County andthis decree shall operate as a conveyance of said defendants interest in said real estate. It is further ordered that plaintiff pay the costs herein taxed at .

F. LeRoyAllen
Common Pleas Judge

APPROVED BY:
Sanders & Grigsby
Attorneys for Plaintiff.

CONTINUED ON NEXT PAGE (PAGE 558)

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

SEPARATION AGREEMENT

These articles of separation made and concluded at Marysville, Ohio, this 13th day of December, 1952, by and between Joseph D. Vance and Pauline Vance, husband and wife, witnesseth:-

That whereas, the parties hereto have agreed upon an immediate separation and do hereby agree to live apart during the remainder of their natural lives, and have for approximately ten days been living apart, and whereas the said Joseph D. Vance has assigned, conveyed and transferred to Pauline Vance, and does hereby agree that all the household furnishings and personal property of the parties shall be the sole property of Pauline Vance, excepting the automobile in the name of Joseph D. Vance and his personal effects, and

Whereas Joseph D. Vance hereby agrees to Quit Claim to Pauline Vance all his right title and interest in and to the real estate where the parties hereto have resided, said real estate being situated in the County of Union, Township of Paris, State of Ohio, and bounded and described as follows:-

Situated in the Township of Paris, County of Union, State of Ohio; Being part of Survey No. 3351.

Beginning at a stake in the center of the Marysville and Delaware improved highway, a corner to lands formerly owned by J. C. Dynes; thence withthe line of the said Dynes land, North 77 poles to a stake in the said line; thence West 12.50 poles to a stake; thence South 82 poles and 15 links to a stake in the center of said Highway thence with the center of said highway to the beginning,

Containing 6 acres, more or less.

Being the same premises conveyed to Joseph D. Vance and Pauline Vance by Warranty Deed recorded in Union County deed records Vol. 180, page 524, and mortgaged to the First National Bank of Marysville for $2675.00, dated January 6, 1951 filed for record January 6, 1951, and recorded in Union County Mortgage records Vol. at page .

Now, therefore, In consideration of the premises the said Pauline Vance to give to Joseph D. Vance a note for $1000.00 payable on or before one year from date and she agrees that in the event she sells the aforementioned real estate this note, bearing no interest, shall be paid upon the settlement for the sale of said real estate.

In consideration of the foregoing, the said Pauline Vance hereby agrees that she will make no claim against Joseph D. Vance for alimony or temporary support or Attorney fees in any divorce action filed by her.

Each party hereto doeshereby release and discharge the other from all obligations of support, and from all other claims, rights and duties arising or growing out of said marital relation; and said parties mutually agree that each party hereto may freely sell or otherwise dispose of his or her own property, by gift, deed, or last will and testament, and each party is by these presents hereby barred from any and all rights or claims by way of dower, inheritance, descent, distribution, allowance for twelve (12) months' support, right to remain in the mansion house, and all rights or claims as widow, widower, heir, distributee, survivor, or next of kin, and all other rights or claims whatsoever, in or to the estate of the other, whether real or personal, and whether now owned or hereafter to be acquired, which may, in any manner, arise or accrue by virtue of said marriage.

And each party hereto, for the consideration aforesaid, does hereby release and relinquish to the other, and to the heirs, executors, administrators, devisees, legatees and assigns of the other, all claims or rights of dower, inheritance and a distributive share, or as widow, widower, heir survivor, distributee or next of kin, in and to all the estate of the other, whether now owned or hereafter acquired, and all claim or right to an allowance for twelve (12) months' support, or to reside in the mansion house, and all other rights or claims whatsoever, which may, in any manner, arise or accrue by virtue of said marriage.

And each party further agrees that the other party shall have full liberty to dispose of all his or her property, real and personal, whether now owned or hereafter acquired, during life, or by last will and testament, and that upon the death of such party, all of his or her property real and personal, which shall not have been disposed of, during life or by last will and testament, shall descent to, vest in and be distributed to, such person or persons as would be entitled to the same by the statues of descent and distribution of the state of Ohio then in effect, had the surviving party died during the life of the other party.

And each party hereby waives any right which he or she may have, to administer the estate of the other party, upon the deathof such other party.

Each party hereto further agrees, upon request of the other, to execute and acknowledge any and all deeds or other instruments of release or conveyance to enable such other to sell, convey, mortgage, or otherwise dispose of or encumber his or her own real property, free from any apparent right of dower, therein.

IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first above written.

IN THE PRESENCE OF:-

Clifton L. Caryl
Joseph B. Grigsby

Joseph D. Vance
Joseph D. Vance
Pauline Vance
Pauline Vance

STATE OF OHIO, UNION COUNTY, SS:

Before me, a Notary Public and for said state and county personally appeared the above named Joseph D. Vance who acknowledged the signing of the foregoing instrument and that the signing thereof was his free act and deed for the purposes set forth therein.

In Testimony Whereof I have hereunto set my name and affixed my official seal at Marysville, Ohio this 13th day of December, 1952.

Clifton L. Caryl
Notary Public - State of Ohio
CLIFTON L. CARYL
Comm. Exp. 1/18/53.

STATE OF OHIO, UNION COUNTY, SS:

Before me, a Notary Public and for said state and county personally appeared the above named Pauline Vance who acknowledged the signing of the foregoing instrument and that the signing thereof was her free act and deed for the purposes set forth therein.

In Testimony Whereof I have hereunto set my name and affixed my official seal at Marysville, Ohio this 13th day of December, 1952.

Joseph B. Grigsby
Notary Public - State of Ohio
JOSEPH B. GRIGSBY
Comm. Exp. 10/19/54

ENTRY

Gladys M. Wells,
Plaintiff.

-vs-

Frederick Lee Wells,
Defendant.

Filed January 27, 1953
Case No. 17171

It being made to appear to the satisfaction of the Court that service of summons and a copy of the petition cannot be made upon the defendant herein personally and that his whereabouts and place of residence are unknown to the plaintiff in this action and cannot with reasonable diligence be ascertained, it is hereby ordered that service be made upon him by publication, as provided by statute, in the Marysville Journal-Tribune.

F. LeRoy Allen
Judge

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY

Dick Rausch,
Plaintiff.

Case No. 16873
Filed January 27, 1953

-vs-
Matthews Motor Sales, Inc.,
Defendant.

This day came the parties herein and their Attorneys; also came the following named persons as jurors, to-wit:-

Willard W. Deisher
Philipp Nickel
Dale Fulton
Fred Fox
Wilmetta Simmons
Geneva Stierhoff
Chester A. Coe
Harold Hildreth
Ruth Graham
James R. Smith
Richard Nichols
Byers Denny

who were over the objections and exception of plaintiff duly impaneled and sworn according to law; and thereupon the case came on for trial; and at the close of defendants' opening statement counsel for plaintiff moved that the case be arrested from the jury and that judgment be rendered for plaintiff upon the pleadings and opening statements of counsel; and that argument of counsel being heard thereon and upon consideration by the court of the pleadings, opening statements, authorities cited and argument of counsel, the court find for plaintiff and that plaintiff should recover from defendant three hundred ($300.00) dollars with interest as prayed for.

It is therefore considered by the court that the said Dick W. Rausch recover from the said Matthews Motor Sales, Inc. the sum of three hundred ($300.00) dollars with interest at 6% from the 9th day of June, 1951, and that said defendant pay the costs of this proceeding; for all of which execution is granted.

Exceptions saved for defendant.

F. LeRoy Allen
Common Pleas Judge

APPROVED BY:
Sanders & Grigsby
Attorneys for Plaintiff.
Myers & Hoopes
Attorneys for Defendant.

"""""""

It is ordered that the sum of $426.33 in the hands of the Ohio Grain Company of Marysville, Ohio be paid to the firm of Sanders& Grigsby as Attorneys for Plaintiff and that out of said sum they pay the following:

To William L. Coleman as Attorney Fees	$150.00
To Sanders & Grigsby as Attorney Fees	150.00
To the Clerk of this Court the Court cost of	39.58

The balance of $86.75 to plaintiff, LaVerne Current which shall be in satisfaction of the order of this court relative to the support of minor children to and including the 27th day of January, 1953.

F. LeRoy Allen
Common Pleas Judge

APPROVED BY:
Sanders & Grigsby
Attorneys for Plaintiff.
William L. Coleman
Attorney for Defendant.

JOURNAL ENTRY
In the Matter of The Appointment of John Pfarr, Jr. Auctioneer. Filed January 28, 1953

John Pfarr, Jr. having made application to be appointed and licensed an Auctioneer; and it appearing to the Court that he is a suitable person and resides in this County:

It is ordered that said John Pfarr, Jr. be and is appointed Auctioneer for one year from this date, and is authorized to exercise the occupation and to sell any property or effects by public auction, vendue or outcry in any County in the State of Ohio, during said appointment.

The Court determines the amount to be paid by said John Pfarr, Jr. to be the sum of Dollars.

John Pfarr, Jr. having given bond to the State with Fidelity and Deposit Company of Maryland as surety in the sum of One Thousand Dollars, conditioned according to law, and said surety being sufficient, said bond is approved by the Court.

And it is further ordered that upon said John Pfarr, Jr. making payment to the Treasurer of this County of the sum of money so required of him, and such payment being duly certified to the Clerk of this Court as provided by law, said clerk issue a license in proper form under the seal of the Court granting to said John Pfarr, Jr. so appointed full power and authority to exercise the occupation of Auctioneer according to his appointment.

F. LeRoy Allen
JUDGE

JOURNAL ENTRY
UNION COUNTY FARM BUREAU COOPERATIVE ASSOCIATION, INC., MARYSVILLE, OHIO.
Plaintiff.
-vs-
NATIONAL TANK AND EQUIPMENT COMPANY A CORPORATION, Richwood, Ohio.
Defendant.

Case No. 17166
Filed January 29, 1953

This day this cause came on to be heard upon the Motion of the Plaintiff for leave to amend service of process and upon consideration thereof the Court finds that said Motion is reasonable and should be granted.

It is, therefore, the order of this Court that Plaintiff be permitted to amend service of process as outlined in said Motion.

F. LeRoy Allen
JUDGE

APPROVED BY:
William L. Coleman
William L. Coleman
Attorney for Plaintiff.

Roof & Roof
Attorneys for Defendant.

ENTRY
E. H. Hatton,
Plaintiff.
-vs-
E. L. Grose,
Defendant.

Case No. 17109
Filed January 29, 1953

On the 14th day of January, 1953 this cause came on for hearing on the motion of plaintiff to require the defendant to more definitely state certain matter as alledged in his Cross-petition, to strike certain other matter stated therein, and to strike from the files said Cross-petition as a whole as a sham pleading. And the matter was heard by the Court on the pleading filed, oral evidence and affidavit of the plaintiff, the deposition of the defendant and exhibits, and thereafter the defendant by his attorney asked the Court before passing on the Motion for leave to file an amended Cross-petition within five days. Which leave to amend was granted.

Therefore it is ordered by the Court that the said defendant be, and he is hereby granted and given leave to file an amended Cross-petition within five days, and same filed.

To all of which plaintiff excepts and exceptions noted.

F. LeRoy Allen
JUDGE

APPROVED:
Myers & Hoopes
Attorneys for Plaintiff.
Sanders & Grigsby
Sanders & Grigsby
William L. Coleman
William L. Coleman
Attorneys for Defendant.

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Garfield Worbs, et al.,
Plaintiff's.

Case No. 15505
Filed January 29, 1953

-vs-
Fred Brehm,
Defendant.

This cause coming on to be heard upon the pleadings and stipulations of the parties, on consideration whereof the Court finds that the dividing line between the premises of the plaintiff's and defendant, is controlled by the statement contained in the deeds of plaintiff's and defendant, "up the creek with the meanderings thereof"; that the proper boundary line between the properties of the parties is the middle of the channel of the creek when the water is at it's ordinary stage in depth and width, i. e., the "meanderings of the creek"; that the fence erected by the defendant does not follow the line determinable from the meanderings of the creek as above mentioned; that a portion of defendant's fence, approximately ten rods as stipulated by counsel for defendant, is not located on said line but is located on the premises of the plaintiff's on the West bank of Mill Creek.

It is therefore ordered, adjudged and decreed by the Court that a mandatory injunction be, andhereby is, granted and the defendant is hereby ordered to remove all of that portion of his fence which he has placed over and upon the lands of the plaintiff's and the defendant is further ordered to desist from trespassing on and appropriating plaintiff's land.

The costs incurred in this cause are taxed and assessed against the defendant.

James F. Bell
COMMON PLEAS JUDGE

APPROVED BY:
Lloyd George Kerns
ATTORNEY FOR PLAINTIFFS'

ATTORNEY FOR DEFENDANT

ENTRY
William D. Lee,
Plaintiff.

Case No. 17149
Filed January 31, 1953

-vs-
James Neer,
Defendant.

This day this cause came on to be heard upon the motion of the defendant to strike from the petition certain words, phrases and paragraphs and was submitted to the Court upon argument of counsel.

And the Court being fully advised in the premises overrules said motion. Exceptions noted for defendant. Leave granted defendant to plead by January 26, 1953.

F. LeRoy Allen
JUDGE

APPROVED:
C. A. Hoopes
Attorney for Plaintiff
Wiles and Doucher
Attorney for Defendant.

JOURNAL ENTRY
William C. Wood,
Plaintiff.

Case No. 17125
Filed January 31, 1953

-vs-
Harriet R. Wood,
Defendant.

This day this cause came on to be heard on the petition and the evidence, and on consideration the Court finds that the defendant has been duly served with summons and process and that she is in default for answer or demurrer to said petition and that the facts set forth in the petition are true; that plaintiff has been a resident of the State of Ohio for more than one year and a bonâfide resident of Union County for more than ninety days prior to the filing of his petition; that the parties' were married as in the petition set forth; and that no children have been born as issue of said marriage.

The Court further finds that the defendant has been guilty of gross neglect of duty as alleged and by reason thereof is entitled to a divorce.

It is therefore considered, adjudged and decreed that the marriage contract heretofore existing between the plaintiff, William C. Wood and the Defendant, Harriet R. Wood be, and the same is hereby dissolved and both parties are released and discharged therefrom, and plaintiff is restored to her former name of Harriet R. Wilson.

The Court further finds that there has been a property settlement between these parties settling all their property rights, which agreement is hereby approved and made a part of this entry.

It is further ordered that the plaintiff pay the costs of this proceeding amounting to $17.66.

F. LeRoy Allen
Judge

APPROVED BY:
Luther L. Liggett
ATTORNEY FOR PLAINTIFF
Franklin R. Wright
ATTORNEY FOR DEFENDANT

(SEPARATION AGREEMENT FOLLOWING)

SEPARATION AGREEMENT

This agreement made and entered into at Marysville, Ohio this 10th day of January, 1953 by and between William C. Wood, hereinafter called first party and Harriet R. Wood, hereinafter called second party, husband and wife, witnesseth:

Whereas, said parties have separated due to unfortunate differences which have arisen between them making it impossible for them to continue to live as husband and wife,

Whereas, said parties are now living separate and apart, and

Whereas, it is the desire of the parties hereto to agree upon a settlement of all of their property rights and division of their goods and property between them,

(CONTINUED ON THE FOLLOWING PAGE)

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

NOW, THEREFORE, it is hereby mutually convenated and agreed by and between the first party and the second party, inconsideration of the premises and the promises hereinafter made to be kept and performed by them, as follows, to-wit:

1. Second party hereby convenants and agrees to deed by Quit-Claim deed her undivided one half interest to first party in a certain farm jointly owned by the parties hereto consisting of thirty nine acres of land with buildings thereon and situated in Allen Township, Union County and more fully described in the amended Petition for divorce filed by first party against second party in Case No. 17125 in the Common Pleas Court, Union County, Ohio. Said deed to be executed by second party and delivered to first party upon payment by first party to second party as hereinafter stated.

2. First party hereby convenants and agrees to pay to second party within ten days from the date of this agreement the sum of five hundred dollars ($500.00) in cash in full consideration for the deed mentioned in Item 1 above.

3. First party convenants and agrees that said second party shall have the exclusive ownership and possession of the antique desk and books belonging to the second party which desk and books are now located in the house on said farm, and said first party hereby relinquishes and releases all right, title of claim whatsoever which he may have in or to the same.

4. First party further covenants and agrees that second party shall have the exclusive ownership and possession of all of her private papers including Insurance Policies etc. which she left in the said desk located on said farm, and he hereby releases and relinquishes all right or claim in or to the same.

5. First party convenants and agrees that second party may take possession of and remove the personal property hereinbefore mentioned from said premises within a reasonable time not to exceed thirty days from date hereof, and second party convenants and agrees that she will remove said property within that time or if possible within ten days from the date of this Agreement.

6. It is hereby mutually convenanted and agreed by and between the parties hereto, that this Agreement when performed in accordance with the terms and conditions h reof shall constitute a finalsettlement of the entire property rights of the parties hereto, and that neither shall hereafter make any claim against the other for support, alimony, allowance or set off, and neither party shall hereafter incur any debts or liabilities for, on behalf or against the other, and each hereby releases any right or claim which he or she may have to act as Administrator or Executor of the other's estate.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands at Marysville, Ohio on the day and year first above written.

William C. Wood
William C. Wood - FIRST PARTY
Harriett R. Wood
Harriet R. Wood - SECOND PARTY

IN PRESENCE OF
Franklin R. Wright
Franklin R. Wright
Luther L. Liggett
Luther L. Liggett

State of Ohio
ss
Union County

Before me a notary public in and for said county and state personally appeared William C. Wood and Harriet R. Wood, husband and wife who by me being first duly sworn state that they are the parties mentioned in the foregoing instrument, that they did sign the same and that said signing was their free act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last aforesaid.

(SEAL)

Luther L. Liggett
Notary Public - Comm. Expires 8/7/55

✓

ENTRY

William C. Wood,
Plaintiff.

-vs-

Harriet R. Wood,
Defendant.

Case No. 17125
Filed January 31, 1953

Now comes the defendant, Harriet R. Wood, by her attorney and withdraws the motions for expense money and to make definite and certain filed herein.

Franklin R. Wright
ATTORNEY FOR DEFENDANT

✓

JOURNAL ENTRY

Jack Rouse,
Plaintiff.

-vs-

Joyce Rouse,
Defendant.

Case No. 17156
Filed January 31, 1953

Case Dismissed. Costs Paid. Record Waived.

F. LeRoy Allen
Judge

APPROVED BY:
Robert F. Allen
Attorney for Plaintiff.
Jack Rouse
Plaintiff
J. C, A. Arter
Attorney for Defendant
Joyce Rouse
Defendant

✓

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Columbus Production Credit Association,
Plaintiff.
-vs-
Cone Howard, Jr, et al
Defendants.

Case No. 17098
Filed January 31, 1953

This day this cause came on to be heard for the demurr of Clifton L. Caryl to the cross-petition of William S. Hoopes, and was submitted to the Court. And the Court, being fully advised in the premises, overruled said demurr.

Exceptions noted for Clifton L. Caryl. Leave granted to plead on or before February 5, 1953.

F. LeRoy Allen
JUDGE

APPROVED BY:
C. A. Hoopes
Attorney for William S. Hoopes
Clifton L. Caryl
Attorney for Clifton L. Caryl

JOURNAL ENTRY
State of Ohio
-vs-
Colin B. McNinch,
Defendant.

Case No. 3266
Filed February 2, 1953

Indictment for operating motor vehicle without owners consent, G. C. 12619.

Defendant herein, having heretofore plead guilty to operating a motor vehicle without the owners consent, but imposition of sentence having been suspended, and the said defendant now on probation, was this day brought into Court in custody of the Sheriff, having been arrested by said officer charged with violating the conditions of his probation, and therefore terminated the same; the defendant was thereupon asked by the Court if he were represented by an attorney, and if not if he desired by Court to appoint an attorney to represent him; the defendant stating that he did not desire to be represented by an attorney, the defendant was thereupon inquired of if he had anything to say why judgment should not be pronounced against him; and he showed no good and sufficient cause why judgment should not be pronounced.

It is therefore, considered and adjudged by the Court that Colin B. McNinch be confined at the Ohio State Penitentiary at Columbus, Ohio to serve at hard labor for not less than one year nor more than twenty years, none of such period to be in solitary confinement; and that within the next five days the Sheriff of Union County shall convey the said defendant, Colin B. McNinch to the Ohio State Penitentiary and deliver to him to the warden thereof; and that the defendant pay the costs of this prosecution for which execution is awarded.

F. LeRoy Allen
JUDGE

APPROVED BY:
Lloyd George Kerns
PROSECUTING ATTORNEY

JOURNAL ENTRY FIXING APPEAL BOND
IN RE: OF THE APPEAL IN THE COUNTY DITCH NO. 1338 KNOWN AS THE MORRIS EXTENSION DITCH PETITIONED FOR BY BERNARD GRAY.

Ray Fryman,
Plaintiff Appellant,
-vs-
Walter Robinson, Harry Reed, Paul Tallman, as County Commissioners,
Defendant Appellees.

Case No. 17019
Filed February 3, 1953

Defendant having filed herein Notice of Appeal from the final order and judgment or decree made and entered on the 20th day of January, 1953, it is ordered that his appeal bond be fixed in the sum of Two Hundred Dollars ($200.00) payable to the Board of County Commissioners, conditioned according to Section 12223-14 of the General Code of Ohio.

F. LeRoy Allen
JUDGE

APPROVED BY:
Lloyd George Kerns
PROSECUTING ATTORNEY
William L. Coleman
WILLIAM L. COLEMAN
Attorney for Plaintiff Appellant

ENTRY
Bessie Stidam,
Plaintiff.
-vs-
Ralph Stidam,
Defendant.

Case No. 17191
Filed February 3, 1953

Bessie Stidam, plaintiff herein having filed her Motion for an order of Court directing the defendant to pay to her prior to final hearing herein a reasonable sum for alimony and support of their minor children and an order enjoining defendant from molesting her in the place where she now lives, it is hereby ordered that said Motion be for hearing before the Court at 10:00 o'clock A. M. February 7th, 1953.

F. LeRoy Allen
JUDGE

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
In the Matter of The Appointment Of
W. E. Mercer, Auctioneer.

Filed February 4, 1953

W. E. Mercer having made application to be appointed and licensed an Auctioneer; and it appearing to the Court that he is a suitable person and resides in this County;

It is ordered that said W. E. Mercer be and is appointed Auctioneer, for one year from this date, and is authorized to exercise the occupation and to sell any property or effects by public auction, vendue or outcry in any County in the State of Ohio, during said appointment.

The Court determines the amount to be paid by said W. E. Mercer to be the sum of Five Dollars.

And the said W. E. Mercer having given bond to the State with the Ohio Casualty Company as surety in the sum of One Thousand Dollars, conditioned according to law; and said surety being sufficient, said bond is approved by the Court.

And it is further ordered that upon said W. E. Mercer making payment to the Treasurer of this County of the sum of money so required of him, and such payment being duly certified to the Clerk of this Court as provided by law, said Clerk issue a license in proper form under the seal of the Court granting to said W. E. Mercer so appointed full power and authority to exercise the occupation of Auctioneer according to his appointment.

F. LeRoy Allen
Judge

JOURNAL ENTRY
John Troesch, dba, Troesch Garage
Plaintiff.
-vs-
Fred Frehm,
Defendant.

Case No. 16307
Filed February 7, 1953

This day this cause came on to be heard upon the pleadings, the evidence, and a jury having been waived by both parties, and upon consideration thereof the Court finds the issues joined in favor of the Plaintiff.

Upon consideration thereof the Court finds that there is due the Plaintiff from the Defendant the sum of $124.39 together with interest at 6% from this 27th day of January, 1953 and for costs of this proceeding, all for whichexecution is awarded.

F. LeRoy Allen
JUDGE

APPROVED BY:
William L. Coleman
WILLIAM L. COLEMAN
ATTORNEY FOR PLAINTIFF

CLIFTON L. CARYL
ATTORNEY FOR DEFENDANT

JOURNAL ENTRY
Dick W. Rausch,
Plaintiff.
-vs-
Matthews Motor Sales, Inc.,
Defendant.

Case No. 16875
Filed February 7, 1953

This cause coming on for hearing on the Motion of the Defendant, Matthews Motor Sales, Inc., that the Court grant a new trial in this matter, and said motion being submitted, the Court overrules said Motion and denies a new trial.

Exceptions noted for Defendant.

F. LeRoy Allen
Common Pleas Judge

APPROVED BY:
Sanders and Grigsby
Attorneys for Plaintiff
Myers and Hoopes
Attorneys for Defendant.

ENTRY
Glenn Moerch
716 S. Ogden Avenue
Columbus, Ohio,
-vs-
Emmett Thompson (aka Russell Thompson
and Jeannette Thompson)
543 East Fifth Street,
Marysville, Ohio,
Defendants.

Case No. 17196
Filed February 7, 1953

This day came the plaintiff, by his attorney; also appeared in open court, for and on behalf of said defendant's, Joseph B. Grigsby, an attorney at law of this court, and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendants, entered the appearance of said defendants, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendants, and in favor of said plaintiff, for One Hundred Six 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, error and right of appeal in the premises.

It is therefore considered that said plaintiff recover from said defendants the sum of One Hundred Six Dollars and Thirty Seven cents, being the amount of said note and unpaid interest due thereon from the 7th day of February, 1953 to date of judgment; and also recover his costs herein expended, taxed at $, and interest on said judgment at per cent. per annum, from said date of judgment until paid.

FQ LeRoy Allen
Judge

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Irene Herriott,
Plaintiff.

Case No. 16972
Filed February 11, 1953

-vs-
Bessie Marine and
B. H. Marine,
Defendant.

This cause came on for hearing before the Court upon the pleadings, the evidence and argument of counsel. The Court finds upon the evidence adduced, infavor of the defendants.

It is therefore, ordered, adjudged and decreed that plaintiff's petition be dismissed at Plaintiff's costs.

Exceptions saved for plaintiff.

F. LeRoy Allen
Judge

APPROVED BY:
Edwin M. Tuttle
Attorney for Plaintiff
Edwin M. Tuttle, 17 S. High St., Columbus, Ohio.
William L. Coleman
Attorney for Plaintiff
William L. Coleman, Marysville, Ohio.
Joseph B. Grigsby
Attorney for Defendant
Sanders & Grigsby, Marysville, Ohio.
Clifton L. Caryl
Clifton L. Caryl, Marysville, Ohio.

ENTRY FIXING APPEAL BOND
Irene Herriott,
Plaintiff - Appellant

Case No. 16972
Filed February 11, 1953

-vs-
Bessie Marine, et al.
Defendants - Appellees

Plaintiff having filed herein Notice of Appeal from the final order and decree rendered on the 10th day of February, 1953, it is hereby ordered that her appeal bond be and is fixed in the sum of Two Hundred Dollars ($200.00) payable to Bessie Marine, et al., conditioned according to Section 12,223-14 of the General Code of Ohio.

F. LeRoy Allen
JUDGE

APPROVED BY:
Edwin M. Tuttle, 17 S. High St., Columbus, Ohio
William L. Coleman, Marysville, Ohio.
By William L. Coleman
Attorneys for Plaintiff - Appellant
Clifton L. Caryl, Marysville, Ohio
Sanders and Grigsby, Marysville, Ohio
By Joseph B. Grigsby
Attorneys for Defendants - Appellees.

JOURNAL ENTRY OVER-RULING MOTION FOR NEW TRIAL
Irene Herriott,
Plaintiff.

Case No. 16972
Filed February 11, 1953

-vs-
Bessie Marine, et al.,
Defendants.

This day this cause came on to be heard upon the motion of Plaintiff for a new trial in this proceeding and the Court being fully advised in the premises finds that said motion is not well taken and should be denied.

It is, therefore, the order of this Court that the motion for a re-trial on this cause is hereby over-ruled.

F. LeRoy Allen
JUDGE

APPROVED BY:
Edwin M. Tuttle, 17 S. High St., Columbus, Ohio.
William L. Coleman, Marysville, Ohio.
By William L. Coleman
Attorney for Plaintiff
Clifton L. Caryl, Marysville, Ohio
Sanders and Grigsby, Marysville, Ohio
By Joseph B. Grigsby
Attorney for Defendants.

IN RE: OF THE APPEAL IN THE COUNTY DITCH NO. 1338 KNOWN AS THE MORRIS EXTENSION DITCH PETITIONED FOR BY BERNARD GRAY.
Ray Fryman,
Plaintiff Appellant

Case No. 17019
Filed February 11, 1953

-vs-
Walter Robinson, Harry Reed, Paul Tallman, As County Commissioners.
Defendant Appellees.

This day this cause came on to be heard upon the motion of William L. Coleman, the attorney for the Estate of Ray Fryman, deceased, and the Court being fully advised in the premises finds that said motion is reasonable and should be granted.

It is, therefore, the order of this Court that Perry H. Fryman, as Administrator of the Estate of Ray Fryman, deceased, be substituted as Party Plaintiff Appellant for and inthe name and place of Ray Fryman, individually.

F. LeRoy Allen
JUDGE

APPROVED BY:
William L. Coleman
WILLIAM L. COLEMAN, ATTORNEY FOR THE ESTATE OF RAY FRYMAN, DECEASED.
_____, PROSECUTING ATTORNEY

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Alfred L. Schmidt, et al,
Plaintiffs.
-vs-
Mrs. Doris Berry, et al.,
Defendants.

Case No. 16769
Filed February 11, 1953

The motion of defendant to make definite and certain is hereby overruled and defendant is granted fifteen days (15) in which to plead further.

F. LeRoy Allen
JUDGE

APPROVED BY:
Luther L. Liggett
Attorney for Plaintiffs

Attorney for Defendants

JOURNAL ENTRY
Francis N. Erwin
10th Street Trailer Court
Marysville, Ohio
Plaintiff.
-vs-
Lillian R. Erwin,
Route #2
Marysville, Ohio
Defendant.

Case No. 17174
Filed February 11, 1953

This day this cause coming on for hearing on the Petition of the Plaintiff and on the evidence and on consideration thereof the Court finds that the Plaintiff at the time of filing his Petition had been a resident of the State of Ohio for more than one year preceeding the filing of the same and was at the time of filing the same a bonafide resident of Union County, Ohio for more than ninety days preceeding the filing of said Petition. The Court further finds that the Defendant is in default for answer or demurrer thereby admitting the allegations of the Petition to be true. The Court further finds that it has jurisdiction of the cause and the parties and that the parties were married as in the petition set forth.

The Court further finds upon the evidence adduced that the Defendant has been guilty of gross neglect of duty toward the Plaintiff and that by reason thereof Plaintiff is entitled to a divorce as prayed for.

The Court further finds that the parties have entered into a property settlement under date of January 26th, 1953 settling all property rights of the parties and the same appearing reasonable and proper it is ordered that said Separation Agreement be and is hereby approved and confirmed and made a part of this Entry.

IT IS, THEREFORE, The order of this Court that the marriage contract heretofore existing between the said Francis N. Erwin and Lillian R. Erwin be and the same is herebydissolved and both parties are released from the obligations of the same, and it is the further order of this court that the Defendant, Lillian R. Erwin, be restored to her maiden name of Lillian R. Scheiderer.

It is further ordered that the Plaintiff pay the costs of this proceeding.

F. LeRoy Allen
JUDGE

APPROVED BY:
William L. Coleman
Attorney for Plaintiff.

SEPARATION AGREEMENT

This Agreement, made and concluded at Marysville, Ohio this 26th day of January, 1953, by and between Francis N. Erwin and Lillian R. Erwin, husband and wife, Witnesseth:

That, whereas, unfortunate differences have arisen between the parties hereto rendering it impossible for them to hereafter live together and the said parties have agreed upon an immediate separation, and,

Whereas, the said Lillian R. Erwin was this day advised byFrancis N. Erwin and his attorney, William L. Coleman, to secure an attorney or to consult an attorney as to her rights in the matter, and she being further advised that William L. Coleman was the attorney for Francis N. Erwin. Notwithstanding said information given to the said Lillian R. Erwin, she, nevertheless, enters into this separation agreement as her own free act and deed and,

Whereas, the said Francis N. Erwin has this day agreed that the said Lillian R. Erwin shall have the 1948 Studebaker automobile as her own individual property, subject to the loan at the First National Bank of Marysville, Ohio, which the said Lillian R. Erwin assumes and agrees to pay, and, and said Lillian R. Erwin further agrees to pay a medical bill incurred with Dr. Leo R. Conley, of Columbus , Ohio, and also an account at the Thorpe Motor Sales, Marysville, Ohio, and in addition thereto another medical bill incurred with Dr. Johansen, and,

The said Francis N. Erwin shall have as his own individual property a Pararie Schooner Housetrailer where the parties have been living prior to their separation, and, the said Francis N. Erwin further agrees to take over the financing of said housetrailer and agrees to pay the balance of said obligation including the account at the City Loan and Savings Company of Marysville, Ohio, and also an obligations at Zanesfield, Ohio with reference to said housetrailer.

Now, therefore, in consideration of the premises, the said Lillian R. Erwin hereby releases the said Francis N. Erwin from all obligations of future support for herself and she does further release and relinquish unto the said Francis N. Erwin, his heirs, executors, administrators, and assigns, all rights or claims by way of dower, inheritance and dewcent in and to the real property of the said Francis N. Erwin, now owned or hereafter acquired, and any and all rights or claims to a distributive share of his personal estate now owned or hereafter acquired and all claims for an allowance for twelve months' support, and to reside in hismansion house, and all rights and claims as widow, heir, distributee, survivor or next of kin in and to the estate of the said Francis N. Erwin, whether real or personal, and whether now owned or hereafter acquired, and all other rights of every kind and description arising or growing out of said marriage relation.

And the said Lillian R. Erwin for the consideration aforesaid and in consideration of the agreements of the said Francis N. Erwin hereincontained does further covenant and agree that she will not in any manner incurr or contract any debts on the credit of the said Francis N. Erwin and will not incurr any liabilities on his behalf and that in case the action for divorce now pending should be carried to a conclusion she will not ask or apply for any allowance for counsel fees or for any alimony, either temporary or permanent, but the sum and consideration this day passing to her shall be in full satisfaction of allsuch claims and demands as well as support, rights of dower, inheritance and distribution.

And the said Lillian R. Erwin for the consideration aforesaid agrees that the said Francis N. Erwin shall be at full liberty to dispose of all his property, real and personal, by last will and testament free and clear from any claim, interest or right in favor of the said Lillian R. Erwin and that upon his death all of his property which shall not have been disposed of shall descend, to, vest in and be distributed to such person or persons as would be entitled thereto by the statutes of descent and distribution of the State of Ohio then in effect, had the said Lillian R. Erwin died during the life of the said Francis N. Erwin.

(CONTINUED ON THE FOLLOWING PAGE)

And the said Francis N. Erwin for the consideration aforesaid does hereby release and relinquish to the said Lillian R. Erwin, her heirs, executors, administrators and assigns all rights or claims of dower, inheritance, descent, distribution and all rights or claims as widower, heir, distributee, survivor, next of kin and all other rights or claims in any manner arising or growing out of said marriage relation now existing between the said parties in or to the estate of the said Lillian R. Erwin, real, personal or mixed, now owned or hereafter acquired, but by these presents the said Francis N. Erwin shall be forever barred therefrom.

WITNESS THE HANDS of the said Francis N. Erwin and Lillian R. Erwin this 26th day of January, 1953.

WITNESSED BY:
Rose Anna Coleman
William L. Coleman

Francis N. Erwin
Francis N. Erwin
Lillian R. Erwin
Lillian R. Erwin

STATE OF OHIO, COUNTY OF UNION, SS:

Before me, a Notary Public in and for the State of Ohio, personally appeared the above named Francis N. Erwin and Lillian R. Erwin, who acknowledged the signing of the foregoing instrument to be their free act and deed for the uses and purposes therein contained.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at Marysville, Ohio this 26th day of January, 1953.

William L. Coleman
William L. Coleman, Notary Public
State of Ohio, Com. Exp. 8-17-54

JOURNAL ENTRY
In the Matter of The Appointment of Carrol Blue, Auctioneer. Filed February 11, 1953

Carrol Blue having made application to be appointed and licensed an Auctioneer; and it appearing to the Court that he is a suitable person and resides in this County;

It is ordered that said Carrol Blue be and is appointed Auctioneer for one year from this date, and is authorized to exercise the occupation and to sell any property or effects by public auction, vendue or outcry in any County in the State of Ohio, during said appointment.

The Court determines the amount to be paid by said Carrol Blue to be the sum of Five Dollars.

And the said Carrol Blue having given bond to the State with Glens Falls Indemnity Co. as surety in the sum of One Thousand Dollars, conditioned according to law; and said surety being sufficient, said bond is approved by the Court.

And it is further ordered that upon said Carrol Blue making payment to the Treasurer of this County of the sum of money so required of him, and such payment being duly certified to the Clerk of this Court as provided by law, said Clerk issue a license in proper form under the seal of the Court granting to Carrol Blue so appointed full power and authority to exercise the occupation of Auctioneer according to his appointment.

F. LeRoy Allen
JUDGE

ENTRY
Charles E. Bollinger,
Plaintiff.
-vs-
Paul C. Williams, et al.,
Defendants.

Case No. 17142
Filed February 13, 1953

This day this cause having been heard on the demurrer of the defendants to the petition of the plaintiff, the Court on consideration thereof does sustain the same and it appearing that the plaintiff does not desire to plead further, it is ordered that the petition of the plaintiff be dismissed and judgment is rendered against the plaintiff for the costs of this action.

Plaintiff does except to said ruling and judgment.

Marion B. Owen
Judge

APPROVED:
Charles E. Bolinger, M. D.
Plaintiff
McKee and Schwer
Attorneys for the Plaintiff
C. A. Hoopes
Attorneys for the Defendants

JOURNAL ENTRY
Donna M. Millington,
Plaintiff.
-vs-
Ernest Millington,
Defendant.

Case No. 17024
Filed February 14, 1953

Donna M. Millington having filed in this Court charges of contempt against Ernest Millington, it is ordered that such charges be heard on the 21st day of February, 1953 and that a copy thereof along with a copy of this Journal Entry be served upon said Ernest Millington notifying him to appear in this court at 10:00 A. M. on the 21st day of February, 1953 to answer such charges.

F. LeRoy Allen
Common Pleas Judge

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
John B. Haines,
Plaintiff.
-vs-
Hester Wall,
Richwood, Ohio.
Defendant.

Case No. 17164
Filed February 14, 1953

This day this cause came on to be heard upon the motion of the defendant to strike from the petition certain portions thereof and was submitted to the Court.

And the Court being fully advised in the premises overruled said motion. EXCEPTIONS noted for defendant. Leave granted defendant to plead by February 28, 1953.

F. LeRoy Allen
JUDGE

APPROVED:
C. A. Hoopes
Lloyd Kerns
Attorneys for Plaintiff
Roy Roof(By R. F. A.)
Robert F. Allen
Attorney for Defendant

JOURNAL ENTRY
Citizens Federal Savings and Loan Assn.
Plaintiff.
-vs-
Joseph Kane et al.,
Defendants.

Case No. 17159
Filed February 18, 1953

This cause settled and dismissed without record and costs paid.

F. LeRoy Allen
JUDGE

APPROVED:
C. A. Hoopes
Attorney for Plaintiff.

JOURNAL ENTRY
James H. Cozart, Administrator of
Estate of Wayne H. Cozart, Deceased.
Plaintiff.
-vs-
Carl Schaeffer, d. b. a.
Victory Motor Express and
Luke Edward Petty,
Defendants.

Case No. 17183
Filed February 20, 1953

On motion made in open court, leave to plead is hereby granted to defendant on or before the 7th day of March, 1953.

F. LeRoy Allen
JUDGE

APPROVED:
Arter and Kormos
Attorneys for Plaintiff
Arter and
Attorneys for Defendants

ORDER OF THE COURT
Arlene Jeane Hester,
Plaintiff.
-vs-
Robert Leo Hester,
Defendant.

Case No. 17203
Filed February 20, 1953

The Defendant is restrained from disposing of any of his property until a final determination of this cause and the Defendant is ordered to appear at 10:00 o'clock A. M. on Saturday, February 28, 1953, inthe Common Pleas Court Room, Marysville, Ohio for the purpose of determing temporary alimony and support until a final determination of this cause.

F. LeRoy Allen
Judge of Court of Common Pleas

ENTRY
Carrie S. Bowsman,
Plaintiff.
-vs-
John S. Lilly,
Defendant.

Case No. 17111
Filed February 24, 1953

This day this cause settled and dismissed with prejudice to another action without record.

F. LeRoy Allen
Judge

APPROVED:
C. A. Hoopes
Attorney for Plaintiff
Robert F. Allen
Attorney for Defendant

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY
Homer Pontius Company, Inc.
Plaintiff.
-vs-
John E. Collier,
Defendant.

Case No. 17119
Filed February 26, 1953

This cause came on to be heard upon the pleadings and the evidence and the Court being fully advised on the premises find in favor of the plaintiff and assess the amount due the plaintiff as $297.00. It is therefore considered by the Court that the plaintiff recover from the defendant the sum of $297.00 together with its costs herein expended and execution is awarded thereof.

F. LeRoy Allen
Judge

APPROVED:
C. A. Hoopes
Attorney for Plaintiff.

VERDICT
Claude C. Laird,
Plaintiff.
-vs-
Stanley Thomas, et al.,
Defendants.

Case No. 17151
Filed February 26, 1953

We, the Jury, being duly impaneled and sworn and affirmed, find the issues in this case in favor of the Defendant, Neva Shirk and against the Defendants, Stanley Thomas and Frank Cramer and assess the amount due the sum of $250.00.

And we do so render our verdict upon the concurrence of 12 members of our said Jury, that being three-fourths or more of our number. Each of us said jurors concurring in said verdict signs his name hereto this 26th day of February, 1953.

James R. Smith
Fred Fox
Norma Canter
Richard R. Nichols
Geneva Stierhoff
Chester A. Coe
Dale Fulton
Willard W. Deisher
W. C. Youmans
Clarence E. Ziegler
Harold Hildreth
P. H. Nickel

VERDICT
Claude C. Laird,
Plaintiff.
-vs-
Stanley Thomas, et al.,
Defendants.

Case No. 17151
Filed February 26, 1953

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 Defendants the said Stanley Thomas, and Frank L. Cramer at the sum of $250.00.

And we do so render our verdict upon the concurrence of 12 members of our said Jury, that being three-fourths or more of our number. Each of us said jurors concurring in said verdict signs his hame hereto this 26th day of February, 1953.

James R. Smith
Fred Fox
Richard R. Nichols
Chester A. Coe
Norma Canter
Willard W. Deisher
Geneva Stierhoff
W. C. Youmans
Dale Fulton
Harold Hildreth
P. H. Nickel
Clarence E. Zeigler

JOURNAL ENTRY
Claude C. Laird,
Plaintiff.
-vs-
Stanley Thomas, Frank L. Cramer,
and Neva Shirk,
Defendants.

Case No. 17151
Filed February 28, 1953

This cause having come on for hearing and the jury having assessed the plaintiff damages at the sum of two hundred fifty ($250.00) against the defendants, Stanley Thomas and Frank L. Cramer and having assessed the defendant, Neva Shirk damages at the sum of two hundred fifty ($250.00) dollars against Stanley Thomas and Frank L. Cramer.

It is therefore ordered that the plaintiff, claude C. Laird recover from the defendants Stanley Thomas and Frank L. Cramer damages in the sum of two hundred ($250.00) dollars with interest from date and that the defendant, Neva Shirk recover from the defendants, Stanley Thomas and Frank L. Cramer the sum of two hundred fifty ($250.00) dollars with interest from date, and that the costs of this action be taxed to the defendants, Stanley Thomas and Frank L. Cramer.

Exception saved for defendant.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:
Sanders & Grigsby
Attorneys for Plaintiff & Neva Shirk
William L. Coleman
Attorney for Defendants, Stanley
Thomas and Frank L. Cramer

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Claude C. Laird,
Plaintiff.
-vs-
Stanley Thomas, Frank L. Cramer
and Neva Shirk,
Defendants.

Case No. 17151
Filed February 28, 1953

This day came the parties herein and their Attorneys, and the following named persons as jurors, to-wit:

James R. Smith	Geneva Stierhoff
Fred Fox	W. C. Youmans
Richard R. Nichols	Dale Fulton
Chester A. Coe	Harold Hildreth
Norma Canter	P. H. Nickel
Willard W. Deisher	Clarence E. Zeigler

who were duly panelled and sworn according to law; and thereupon the case came on for hearing on the pleadings and evidence.

And, at the conclusion of the testimony and evidence of the defendants the plaintiff moved to arrest from the jury all issues of liability and for an instructed verdict on behalf of the plaintiff, Claude C. Laird and on behalf of the defendant, Neva Shirk against the defendants, Stanley Thomas and Frank L. Cramer, for damages sustained; Upon due consideration of said motion the court instructed the jury that their verdict must be for the plaintiff, Claude C. Laird and for the defendant, Neva Shirk in such amount as they might determine to be just compensation for damages.

And now came the jurors into open court with their verdicts in writing, each verdict being signed by all twelve (12) jurors as follows:

"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 defendants the said Stanley Thomas, Frank L. Cramer, at the sum of two hundred fifty ($250.00) dollars.
And we do so render our verdict upon the concurrence of twelve members of our said Jury, that being three-fourths or more of our number. Eachof us said jurors concurring in said verdict signs his name hereto this 26th day of February, 1953."

"We, the Jury, being duly impaneled and sworn and affirmed, find the issues in this case in favor of the Defendant, and assess the amount due Defendant, from the defendants the said Stanley Thomas, and Frank L. Cramer at the sum of two hundred fifty ($250.00) dollars.
And we do so renderour verdict upon the concurrence of twelve members of our said Jury, that being three-fourths or more of our number. Each of us said jurors concurring in said verdict signs his name hereto this 26th day of February, 1953.

And said verdict being returned in open court, the court accepted the same.

F. LeRoy Allen
Common Pleas Judge

APPROVED BY:
Sanders & Grigsby
Attorney for Plaintiff and Neva Shirk
William L. Coleman
Attorney for Defendants- Stanley Thomas
and Frank L. Cramer

JOURNAL ENTRY
Jeannine Sceva,
Plaintiff.
-vs-
Paul Sceva,
Defendant.

Case No. 16884
Filed February 28, 1953

Upon oral motion of counsel for plaintiff, this cause is dismissed without record.

F.LERoy Allen
JUDGE

APPROVED:
William J. Porter
Attorney for Plaintiff

ENTRY
State of Ohio,
Plaintiff.
-vs-
Monroe Schlabach,
Defendant.

Case No. 3312-3313
Filed February 28, 1953

Indictment for statutory rape, G. C. 12414.

The defendant herein having heretofore been convicted of the crime of statutory rape and having been committed in the Lima State Hospital for observation as in said code section provided, and having this day been returned to the custody of the Sheriff of Union County, Ohio; it is the order of the Court that hearing as to the mental condition of the defendant, as provided in Section 13451-20 be set for Saturday, March14, 1953 at 10:00 o'clock A. M. and that the defendant herein be released for appearance for hearing on the 14th day of March, 1953, at 10:00 o'clock A. M. and the bond heretofore given in this case be continued for his appearance at said hearing.

F. LeRoy Allen
JUDGE

APPROVED BY:
Lloyd George Kerns
PROSECUTING ATTORNEY

ATTORNEY FOR DEFENDANT

JOURNAL ENTRY
Huldah Rhodes,
Plaintiff.
-vs-
James Weldon Rhodes,
Defendant.

Case No. 16548
Filed February 28, 1953

Upon oral motion of counsel for plaintiff, this cause is dismissed without record; costs paid.

E. LeRoy Allen
JUDGE

APPROVED:
William J. Porter, Counsel for Plaintiff.

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Barbara Fowler Ailsworth,
Joan Fowler Williams,
Floyd F. Fowler &
Elizabeth Jane Fowler,
Plaintiffs.
-vs-
Elizabeth Jane Fowler &
D. L. Graham,
Defendants.

Case No. 17205
Filed March 3, 1953

This cause coming on to be heard this 3rd day of March, 1953 upon the petition of the plaintiffs, the answers of the defendants, Elizabeth Jane Fowler, & D. L. Graham, and the evidence, the Court find that both of the defendants herein, have, by answers filed herein, waived the issuing and service of summons and process, entered their respective appearances herein, admitted that all of the allegations of the petition are true and consented to the granting of the prayer of the petition.

The Court further find, upon the evidence adduced, that Walter C. Fullington died on the 25th day of April, 1926 a resident of Union County, Ohio; that his will was admitted to probate by the Probate Court of Union County, Ohio, and that said will contained the provisions set forth in the petition herein.

The Court further find that Bess Fullington, widow of said decedent elected to take under the provisions of said will, and that she is now deceased, and that she was survived by her only child, the defendant, Elizabeth Jane Fowler.

The Court further find that J. M. Lentz and Frank D. Henderson qualified as trustees under the provisions of Item V of said will and administered the same until September 10th, 1952 when a final account of their trusteeship was filed by Frank D. Henderson and John Lentz, administrator of the estate of J. M. Lentz; that thereafter said account was approved and upon the resignation of Frank D. Henderson as such trustee, the defendant, D. L. Graham was appointed trustee of said estate and that he is now the duly qualified and acting trustee thereof.

The Court further find that the plaintiffs are the only children of the defendant, Elizabeth Jane Fowler and that they are the sole residuary beneficiaries of said trust; that their Mother, the defendant Elizabeth Jane Fowler, is 56 years of age and that it is not possible for her to have any more children.

The Court further find that the plaintiffs and each of them are desirous of terminating said trust and of having all of the assets thereof paid and transferred to their said Mother; that the plaintiffs and each of them have, by their petition herein filed, assigned and transferred unto their said Mother all of their respective interests in and to the assets of said trust or any portion thereof.

It is, therefore, considered by the Court that the prayer of the petition, be, and the same herebyis, granted; that said trust be, and the same hereby is, terminated, and the defendant, D. L. Graham, as trustee is hereby ordered and directed, after paying the costs of this proceeding and the costs of administering said trust to pay and transfer unto the defendant, Elizabeth Jane Fowler, the entire remaining assets of said trust, and that, upon his filing an account as such trustee with the Probate Court of Union County, Ohio, showing his compliance with this order he be discharged as such trustee.

And the Clerk of this Court is ordered to file in the Probate Court of this County a certified copy of this decree.

F. LeRoy Allen
JUDGE

APPROVED:
C. A. Hoopes
Attorney

JOURNAL ENTRY
William D. Marsh,
Plaintiff.
-vs-
Martha E. Marsh,
Defendant.

Case No. 16944
Filed March 4, 1953

This day this cause came on to be heard upon the application of the Plaintiff for modification of the visitation and custody rights of the parties hereto, and upon consideration thereof the Court finds that said application is reasonable and should be granted.

It is, therefore, the order of this Court that the Plaintiff be permitted to take the minor children of the parties hereto, to-wit: Russell Marsh, age eleven years and Richard Marsh, age nine years, every Sunday afternoon between the hours of 1:00 o'clock and 9:00 o'clock P. M., that the Defendant have said children ready for the Plaintiff at said time. It is further ordered that the continued permanent custody of said children remain with the Defendant, Martha E. Marsh, all until further order of the Court.

F. LeRoy Allen
JUDGE

APPROVED BY:
William L. Coleman
WILLIAM L. COLEMAN
ATTORNEY FOR PLAINTIFF
Sanders & Grigsby
SANDERS & GRIGSBY
ATTORNEYS FOR DEFENDANT.

JOURNAL ENTRY
Opal M. Richardson,
Plaintiff.
-vs-
Kenneth Richardson,
Defendant.

Case No. 17178
Filed March 4, 1953

Upon the oral motion of the Attorney for the Defendant the Defendant is hereby permitted to file his Answer instanter.

F. LeRoy Allen
Judge

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
Harold M. Palmer,
Plaintiff.
-vs-
Frances Bernhard,
Defendant.

Case No. 17181
Filed March 4, 1953

This cause dismissed with prejudice without record and at the cost of the Defendant.

F. LeRoy Allen
JUDGE

APPROVED:
William L. Coleman
Attorney for Plaintiff
Robert F. Allen
Attorney for Defendant

JOURNAL ENTRY
Joseph T. Ryerson & Son, Inc.
Cleveland, Ohio,
Plaintiff.
-vs-
National Tank and Equipment Co.
Richwood, Ohio,
Defendant.

Case No. 17177
Filed March 4, 1953

Now comes the Plaintiff, by its Attorney, and the Defendant being in default for answer and demurer, the Court finds that the allegations of the Petition are confessed by it to be true.

Whereupon the Court takes the account and finds that the Defendant does owe the Plaintiff, the sum of Fourt Hundred Forty-five and 02/100 dollars ($445.02) with interest at 6% from February 22, 1952.

It is therefore, considered by the Court that the said Plaintiff, Joseph T. Ryerson & Son, Inc., recover from the Defendant, National Tank and Equipment Co., Richwood, Ohio, the sum of Four Hundred Forty-five and 02/100 dollars ($445.02) with interest at 6% from February 22, 1952 and its costs herein expended.

F. LeRoy Allen
JUDGE

APPROVED:
Robert F. Allen
Attorney for Plaintiff

JOURNAL ENTRY
J. H. Schmelzer
Richwood, Ohio
R. F. D. #1,
Plaintiff.
-vs-
James Adams,
Richwood, Ohio
R. F. D. #1,
Defendant.

Case No. 17144
Filed March 5, 1953

This case having been settled and is hereby dismissed with prejudice to future action. No record. Costs assessed against Plaintiff.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED:
Lloyd George Kerns
Attorney for Plaintiff

JOURNAL ENTRY
Beach-Chandler Lumber Company
a Partnership,
Plain City, Ohio,
Plaintiff.
-vs-
John Lester and Paul Lester
Plain City, Ohio,
Defendants.

Case No. 17131
Filed March 6, 1953

Now comes the Plaintiff, by its attorney, and the defendants being in default for answer and demurrer, the Court finds that the allegations of the petition are true on an account stated.

Whereupon the Court takes the account and finds that the defendants owe the plaintiff the sum of $325.36 with interest at six per cent per annum from the 31st day of March, 1952, making a total amount of $344.86.

F. LeRoy Allen
JUDGE

APPROVED:
Gilbert Kirby
Attorney for Plaintiff

ENTRY
Donald Feak
dba Television Distributing Company
1428 Broadway, Toledo, Ohio
Plaintiff.
-vs-
Edgar D. Hastings
Richwood, Ohio.
Defendant.

Case No. 17062
Filed March 7, 1953

(CONTINUED ON THE FOLLOWING PAGE)

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

This cause coming on this day for hearing, and a jury being waived, was submitted to the Court upon the pleadings and the evidence, and on consideration thereof, the Court find on the issue joined for the plaintiff, and find that the defendant Edgar D. Hastings is indebted to the plaintiff Donald Feak in the sum of $181.30.

It is therefore considered by the Court that the said plaintiff recover from the said defendant the said sum of $181.30 with interest at 6% per annum from the 27th day of March, 1950, and his costs herein expended, taxed at $_____.

F. LeRoy Allen
JUDGE

APPROVED:
Myers and Hoopes
Attorneys for Plaintiff.
Lloyd George Kerns
Attorneys for Defendant.

ENTRY
Violet C. Bond,
Plaintiff.

-vs-
Stanley H. Bond,
Defendant.

Case No. 17195
Filed March 7, 1953

On the application of Todd Hoopes the Attorney for the plaintiff herein, it appearing that Stanley H. Bond, the defendant, is allegedly insane, and has no Guardian, it is ordered that William L. Coleman, be, and he hereby is, appointed Trustee for this action to defend such action on behalf of said defendant.

F. LeRoy Allen
JUDGE

JOURNAL ENTRY
The Richwood Lumber Company,
Plaintiff.

-vs-
John Haines,
Defendant.

Case No. 17146
Filed March 9, 1953

This day appeared in open court John Haines defendant by his Attorney Lloyd George Kerns, and admitted the allegations of plaintiff's petition.

It is therefore ordered, adjudged and decreed that judgment be entered for the Richwood Lumber Company against the defendant John Haines for the sum of two hundred dollars and eighty four cents ($200.84), with interest from the 23rd day of June, 1952, and costs of suit.

F. LeRoy Allen
Common Pleas Judge

APPROVED:
Sanders & Grigsby
Attorneys for Plaintiff
Lloyd George Kerns
Attorney for Defendant

JOURNAL ENTRY
Columbus Production Credit Assn.
Plaintiff.

-vs-
Cone Howard, Jr., et al.
Defendants.

Case No. 17098
Filed March 10, 1953

This day this cause came on to be heard upon the application of Damon D. Phelps, and the Court being fully advised in the premises finds that said application is reasonable and should be granted.

It is, therefore, the order of this Court that Damon D. Phelps be made a party defendant to this proceeding.

F. LeRoy Allen
JUDGE

APPROVED BY:

W. S. Pealer
Attorney for Plaintiff
C. A. Hoopes
C. A. Hoopes
Attorney for Defendant William S. Hoopes
Sanders & Grigsby
Sanders & Grigsby
Attorney for Bethmar Merkle
William L. Coleman
William L. Coleman
Attorney for Federal Land Bank of Louisville
William L. Coleman
William L. Coleman
Attorney for Damon D. Phelps

Clifton L. Caryl
Attorney for Administrator With the Will
Annexed of the Estate of Cone Howard, Jr.

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY
STATE OF OHIO,
-vs-
Ernest C. Gilbert,
Defendant.

Case No. 3243
Filed March 11, 1953

It is ordered that the prosecuting attorney pay to C. A. Hoopes the sum of One Hundred Dollars out of his special fund in payment for an investigation rendered by C. A. Hoopes under the direction of this court.

F. LeRoy Allen
Judge

JOURNAL ENTRY
Mary McElroy,
Plaintiff.
-vs-
Wilton McElroy,
Defendant.

Case No. 17212
Filed March 11, 1953

Temporary restraining order granted as prayed for.

F. LeRoy Allen
Common Pleas Judge

JOURNAL ENTRY
Mary Olivia Guthery,
Route #1
Marysville, Ohio
Plaintiff.
-vs-
Earl Edison Guthery,
Route #1
Marysville, Ohio,
Defendant.

Case No. 17214
Filed March 12, 1953

This day this cause came on to be heard upon the motion of the Plaintiff and the Court being fully advised in the premises finds that said motion is reasonable and should be granted.

It is, therefore, the order of this Court that the Defendant, Earl Edison Guthery, be restrained from disposing of or encumbering any and all items of personal property and from withdrawing any funds from the Richwood Banking Company during the pendency of this action.

F. LeRoy Allen
JUDGE

APPROVED BY:
Attorneys for Plaintiff
Curtis H. Porter
CURTIS H. PORTER
William L. Coleman
WILLIAM L. COLEMAN

ENTRY APPOINTING DEPUTY SHERIFF

Filed February 13, 1953

By virtue of the power vested in me Sheriff of Union County, Ohio and in pursuance and in compliance with Section 2830 of the General Code of Ohio, I do hereby appoint Wm. F. Carter a Deputy Sheriff of Union County, Ohio invested with all authority and power of a Deputy Sheriff.

Walter T. Galloway
Sheriff of Union County, Ohio.

Whereupon came Wm. F. Carter and accepted said appointment and office and make oath as follows:
STATE OF OHIO * UNION COUNTY

I do solemnly swear that I will support the Constitution of the United States and of the State of Ohio, and that I will faithfully and impartially discharge the duties of Deputy Sheriff of Union County, Ohio, to which I have been appointed according to law and the best of my ability.

Wm. F. Carter

Sworn to before me and subscribed in my presence this 5th day of January, 1953.

Erma Galloway
Notary Public
My Comm. Exp. May 13, 1955

The above appointment approved by me this 5th day of January, 1953.

F. LeRoy Allen
Judge of the Court of Common Pleas,
Union County, Ohio.

JOURNAL ENTRY
Bessie A. Asman,
Plaintiff.
-vs-
Henry W. Asman,
Defendant.

Case No. 17172
Filed March 14, 1953

This day this cause came on to be heard on the Answer and Cross Petition of the Defendant, Henry W. Asman, and the Court being fully advised in the premises finds that the Plaintiff has withdrawn her Petition by motion and that this cause is presented upon the evidence and upon consideration thereof the Court finds that the Plaintiff was duly served with summons and a copy of the Cross Petition as required by law and that the Court has jurisdiction of the parties and the subject matter.

Upon further consideration thereof the Court finds that the allegations of the Cross Petition are true, and that the parties were married as in the Cross Petition set forth and that the Plaintiff has been guilty of gross neglect of duty toward the Defendant and by reason thereof the Defendant is entitled to a divorce on his Cross Petition.

It is, therefore, the order of this court that the marriage existing between Bessie A. Asman and Henry W. Asman be and is hereby dissolved and both parties discharged from the obligations of the same. It is further ordered that each of said parties retain as their own their individual property, that the Defendant shall

have as his own the real estate and the automobile in his name and all personal property in and about the premises and that the Plaintiff shall have as her own all personal property now in her custody or possession including her automobile.

It is further ordered that the plaintiff be restored to her former name of Bessie A. Gannon, that the costs incurred on the Petition herein be assessed against the Plaintiff and the costs incurred on the Cross Petition herein be assessed against the Defendant, all for which execution is awarded.

F. LeRoy Allen
JUDGE

APPROVED BY:
Clifton L. Caryl
Clifton L. Caryl
Attorney for Plaintiff
William L. Coleman
William L. Coleman
Attorney for Defendant

JOURNAL ENTRY
Claude C. Laird,
Plaintiff.

Case No. 17151
Filed March 14, 1953

-vs-
Stanley Thomas, Frank L. Cramer,
and Neva Shirk,
Defendant.

This cause having come on for hearing and the jury having assessed the plaintiff damages at the sum of two hundred fifty ($250.00) against the defendants, Stanley Thomas and Frank L. Cramer, and having assessed the defendant, Neva Shirk, damages at the sum of two hundred fifty ($250.00) dollars against Stanley Thomas and Frank L. Cramer.

It is therefore ordered that the plaintiff, Claude C. Laird, recover from the defendants, Stanley Thomas and Frank L. Cramer, damages in the sum of two hundred fifty dollars ($250.00) with interest from date and that the Defendant, Neva Shirk, recover from the Defendants, Stanley Thomas and Frank L. Cramer, the sum of two hundred fifty dollars ($250.00) with interest from date, and that the costs of this action be taxed to the defendants, Stanley Thomas and Frank L. Cramer.

Exceptions saved for defendant.

F. LeRoy Allen
COMMON PLEAS JUDGE

APPROVED BY:
Sanders & Grigsby
Attorneys for Plaintiff and Neva Shirk
William L. Coleman
Attorney for Defendants, Stanley Thomas
and Frank L. Cramer.

DECREE OF DIVORCE
Clayton W. McKitrick,
Plaintiff.

Case No. 17184
Filed March 14, 1953

-vs-
Virginia Lee McKitrick,
Defendant.

And now comes the said Plaintiff, by his Attorney, and the Defendant having been duly served with summons and a copy of the petition herein the Court finds that the Defendant is in default for answer or demurrer to the petition, thereby confessing the allegations thereof to be true.

The Court also finds that the Plaintiff, at the time of filing his petition, had been a resident of the State of Ohio for one year next prior thereto and was, at the time of filing said petition and for at least ninety days immediately preceeding the same, a bona fide resident of this County of Union andthat the parties hereto were married on the 24th day of January, 1947, as in said petition set forth.

The Court further finds, upon the evidence adduced, that the Defendant has been guilty of gross neglect of duty and by reason thereof the Plaintiff is entitled to a divorce as prayed for.

It is therefore ordered and adjudged by the Court, that the marriage contract heretofore existing between the said Clayton W. McKitrick andVirginia L. McKitrick be, and the same is hereby dissolved, and both parties are released from the obligations of the same.

The Court further finds that the parties have entered into a separation agreement settling all of their property rights and claims, which separation agreement is hereby approved and made a part of this decree, a copy of said separation agreement being hereto annexed and attached.

It is further considered by the Court that the said Plaintiff pay the costs of this prosecution.

F. LeRoy Allen
JUDGE

SEPARATION AGREEMENT

These articles of separation made and completed at Marysville, Ohio this 21st day of January, 1953 by and between Clayton W. McKitrick and Virginia Lee McKitrick of R. R. #2, Marysville, Ohio, husband and wife, witnesseth:

That whereas unfortunate differences have arisen between the parties hereto and they have agreed to an immediate separation, the said parties have entered into this agreement to settle all property rights, and all claims heretofore existing and any and all claims arising in the future between them as a result of their marriage relationship.

Now therefore, in consideration of the premises and of the agreements of the said Virginia Lee McKitrick herein contained, the said Clayton W. McKitrick agrees with the said Virginia Lee McKitrick as follows:

1. That he will immediately, and does hereby, assign, convey and transfer to the said Virginia Lee McKitrick all of his right, title and interests in the washing machine, one bedroom of furniture and the electric kitchen stove located in the parties home at R. R. #2, Marysville, Ohio, and the 1950 Ford Deluxe Tudor Sedan automobile now in his name.

In consideration of the premises and of the agreements of the said Clayton W. McKitrick herein contained, the said Virginia Lee McKitrick hereby agrees with the said Clayton W. McKitrick as follows:

(CONTINUED ON THE FOLLOWING PAGE)

1. That she will immediately and does hereby, assign, convey and transfer to the said Clayton W. McKitrick all of her right, title and interests in the remainder of the household goods located at R. R. #2, Marysville, Ohio and to any and all other real and personal property which the parties may own or of which the said Clayton W. McKitrick may be seized.

2. That she will not in any manner incur or contract any debts on the credit of the said Clayton W. McKitrick; and that in case an action for divorce should be instituted by either party hereto, she will not ask or apply for any alimony either temporary or permanent, nor request the payment of attorney fees or court costs, and that the promises and agreements of the said Clayton W. McKitrick herein contained when fully executed by him shall be in full satisfaction of all such claims.

The said Clayton W. McKitrick and Virginia Lee McKitrick further mutually agree that each party hereto may freely sell or otherwise dispose of his or her own property, by gift, deed or last will and testament and each party is by these presents hereby barred from any and all rights or claims by way of dower, inheritance, descent, distribution, allowance for year's support, right to remain in the mansion house, survivor, next of kin, and all other rights or claims whatsoever in or to the estate of the other, whether real or personal and whether now owned or hereafter to be acquired, which may in any manner, arise or acrue by virtue of said marriage.

In witness whereof, the said Clayton W. McKitrick and the said Virginia Lee McKitrick have set their hands to duplicates hereof the day and year first above written.

Clayton W. McKitrick
Virginia Lee McKitrick

In the Presence of
Luther L. Liggett

ENTRY APPOINTING DEPUTY SHERIFF — Filed February 13, 1953

By virtue of the power vested in me Sheriff of Union County, Ohio, and in pursuance and in compliance with the Section 2830 of the General Code of Ohio, I do hereby appoint Donald Boyer a Deputy Sheriff of Union County, Ohio, invested with all authority and power of a Deputy Sheriff.

Walter T. Galloway
Sheriff of Union County, Ohio.

Whereupon came Donald Boyer and accepted said appointment and office and make oath as follows:
STATE OF OHIO * UNION COUNTY

I do solemnly swear that I will support the Constitution of the United States and of the State of Ohio, and that I will faithfully and impartially discharge the duties of Deputy Sheriff of Union County, Ohio, to which I have been appointed according to law and the best of my ability.

Donald Boyer

Sworn to before me and subscribed in my presence this 5th day of January, 1953.
F. LeRoy Allen
Judge of the Court of Common Pleas

(SEAL)

The above appointment approved by me this 5th day of January, 1953.
F. LeRoy Allen
Judge of the Court of Common Pleas,
Union County, Ohio.

ENTRY APPOINTING DEPUTY SHERIFF — Filed February 13, 1953

By virtue of the power vested in me Sheriff of Union County, Ohio, and in pursuance and in compliance with the Section 2830 of the General Code of Ohio, I do hereby appoint H. E. Stricker a Deputy Sheriff of Union County, Ohio invested with all authority and power of a Deputy Sheriff.

Walter T. Galloway
Sheriff of Union County, Ohio.

Whereupon came H. E. Stricker and accepted said appointment and office and make oath as follows:
STATE OF OHIO * UNION COUNTY

I do solemnly swear that I will support the Constitution of the United States and of the State of Ohio, and that I will faithfully and impartially discharge the duties of Deputy Sheriff of Union County, Ohio, to which I have been appointed according to law and the best of my ability.

H. E. Stricker

Sworn to before me and subscribed in my presence this 5th day of January, 1953.
Erma Galloway
Notary Public
My Comm. Exp. May 13, 1955

(SEAL)

The above appointment approved by me this 5th day of January, 1953.
F. LeRoy Allen
Judge of the Court of Common Pleas
Union County, Ohio.

ENTRY APPOINTING DEPUTY SHERIFF — Filed February 13, 1953

By virtue of the power vested in me Sheriff of Union County, Ohio, and in pursuance and in compliance with the Section 2830 of the General Code of Ohio, I do hereby appoint Reed Neer a Deputy Sheriff of Union County, Ohio, invested with all authority and power of a Deputy Sheriff.

Walter T. Galloway
Sheriff of Union County, Ohio.

Whereupon came Reed Neer and accepted said appointment and office and make oath as follows:
STATE OF OHIO * UNION COUNTY

I do solemnly swear that I will support the Constitution of the United States and of the State of Ohio, and that I will faithfully and impartially discharge the duties of Deputy Sheriff of Union County, Ohio, to which I have been appointed according to law and the best of my ability.

Reed Neer

Sworn to before me and subscribed in my presence this 5th day of January, 1953.
Erma Galloway
Notary Public
My Comm. Exp. May 13, 1955

(SEAL)

The above appointment approved by me this 5th day of January, 1953.
F. LeRoy Allen
Judge of the Court of Common Pleas
Union County, Ohio.

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO

ENTRY APPOINTING DEPUTY SHERIFF — Filed February 13, 1953

By virtue of the power vested in me Sheriff of Union County, Ohio, and in pursuance and in compliance with the Section 2830 of the General Code of Ohio, I do hereby appoint Charles Thompson a Deputy Sheriff of Union County, Ohio, invested with all authority and power of a Deputy Sheriff.

Walter T. Galloway
Sheriff of Union County, Ohio

Whereupon came Charles Thompson and accepted said appointment and office and make oath as follows:

STATE OF OHIO, UNION COUNTY

I do solemnly swear that I will support the Constitution of the United States and of the State of Ohio, and that I will faithfully and impartially discharge the duties of Deputy Sheriff of Union County, Ohio, to which I have been appointed according to law and the best of my ability.

C. L. Thompson

Sworn to before me and subscribed in my presence this 5th day of Jan., 1953.

Erma Galloway
My Comm. Expires May 13, 1955

The above appointment approved by me this 5th day of Jan., 1953.

F. LeRoy Allen
Judge of the Court of Common Pleas,
Union County, Ohio

ENTRY APPOINTING DEPUTY SHERIFF — Filed February 13, 1953

By virtue of the power vested in me Sheriff of Union County, Ohio, and in pursuance and in compliance with the Section 2830 of the General Code of Ohio, I do hereby appoint Eldon Sturgeon a Deputy Sheriff of Union County, Ohio, invested with all authority and power of a Deputy Sheriff.

Walter T. Galloway
Sheriff of Union County, Ohio

Whereupon came Eldon Sturgeon and accepted said appointment and office and make oath as follows:

STATE OF OHIO, UNION COUNTY

I do solemnly swear that I will support the Constitution of the United States and of the State of Ohio, and that I will faithfully and impartially discharge the duties of Deputy Sheriff of Union County, Ohio, to which I have been appointed acoording to law and the best of my ability.

Elden H. Sturgeon

Sworn to before me and subscribed in my presence this 5th day of Jan., 1953.

Erma Galloway
My Comm. Expires May 13, 1955.

The above appointment approved by me this 5th day of Jan., 1953.

F. LeRoy Allen
Judge of the Court of Common Pleas,
Union County, Ohio.

ENTRY APPOINTING DEPUTY SHERIFF. — Filed February 13, 1953

By virtue of the power vested in me Sheriff of Union County, Ohio, and in pursuance and in compliance with the Section 2830 of the General Code of Ohio, I do hereby appoint Kenneth Coakley a Deputy Sheriff of Union County, Ohio, invested with all authority and power of a Deputy Sheriff.

Walter T. Galloway
Sheriff of Union County, Ohio

Whereupon came Kenneth Coakley and accepted said appointment and office and make oath as follows:

STATE OF OHIO, UNION COUNTY

I do solemnly swear that I will support the Constitution of the United States and of the State of Ohio, and that I will faithfully and impartially discharge the duties of Deputy Sheriff of Union County, Ohio, to which I have been appointed according to law and the best of my ability.

Kenneth Coakley

Sworn to before me and subscribed in my presence this 5th day of Jan., 1953.

Erma Galloway
My Comm. Expires May 13, 1955.

The above appointment approved by me this 5th day of Jan., 1953.

F. LeRoy Allen
Judge of the Court of Common Pleas,
Union County, Ohio.

ENTRY APPOINTING DEPUTY SHERIFF. — Filed February 13, 1953

By virtue of the power vested in me Sheriff of Union County, Ohio, and in pursuance and in compliance with the Section 2830 of the General Code of Ohio, O do hereby appoint Andrew Cary a Deputy Sheriff of Union County, Ohio, invested with all authority and power of a Deputy Sheriff.

Walter T. Galloway
Sheriff of Union County, Ohio

Whereupon came Andrew Cary and accepted said appointment and office and make oath as follows:

STATE OF OHIO, UNION COUNTY

I do solemnly swear that I will support the Constitution of the United States and of the State of Ohio, and that I will faithfully and impartially discharge the duties of Deputy Sheriff of Union County, Ohio, to which I have been appointed according to law and the best of my ability.

Andrew Cary

Sworn to before me and subscribed in my presence this 5th day of Jan., 1953.
Erma Galloway
My Comm. Expires May 13, 1955.

The above appointment approved by me this 5th day of Jan., 1953.

F. LeRoy Allen
Judge of the Court of Common Pleas,
Union County, Ohio.

ENTRY APPOINTING DEPUTY SHERIFF — Filed February 13, 1953

By virtue of the power vested in me, Sheriff of Union County, Ohio, and in pursuance and in compliance with the Section 2830 of the General Code of Ohio, I do hereby appoint Delmar W. Smith a Deputy Sheriff of Union County, Ohio, invested with all authority and power of a Deputy Sheriff.

Walter T. Galloway
Sheriff of Union County, Ohio

Whereupon came Delmar W. Smith and accepted said appointment and office and make oath as follows:

STATE OF OHIO, UNION COUNTY
I do solemnly swear that I will support the Constitution of the United States and of the State of Ohio, and that I will faithfully and impartially discharge the duties of Deputy Sheriff of Union County, Ohio, to which I have been appointed according to law and the best of my ability.

Delmer W. Smith

Sworn to before me and subscribed in my presence this 5th day of Jan., 1953.
Erma Galloway
My Comm. Expires May 13, 1955.

The above appointment approved by me this 5th day of Jan., 1953.

F. LeRoy Allen
Judge of the Court of Common Pleas,
Union County, Ohio.

ENTRY APPOINTING DEPUTY SHERIFF — Filed February 13, 1953

By virtue of the power vested in me, Sheriff of Union County, Ohio, and in pursuance and in compliance with the Section 2830 of the General Code of Ohio, I do hereby appoint Arthur Middleton a Deputy Sheriff of Union County, Ohio, invested with all authority and power of a Deputy Sheriff.

Walter T. Galloway
Sheriff of Union County, Ohio

Whereupon came Arthur Middleton and accepted said appointment and office and make oath as follows:

STATE OF OHIO, UNION COUNTY
I do solemnly swear that I will support the Constitution of the United States and of the State of Ohio, and that I will faithfully and impartially discharge the duties of Deputy Sheriff of Union County, Ohio, to which I have been appointed according to law and the best of my ability.

Arthur Middleton

Sworn to before me and subscribed in my presence this 5th day of Jan., 1953.
Erma Galloway
My Comm. Expires May 13, 1955.

The above appointment approved by me this 5th day of Jan., 1953.

F. LeRoy Allen
Judge of the Court of Common Pleas,
Union County, Ohio.

ENTRY APPOINTING DEPUTY SHERIFF. — Filed February 13, 1953

By virtue of the power vested in me, Sheriff of Union County, Ohio andin pursuance and in compliance with the Section 2830 of the General Code of Ohio, I do hereby appoint Marjorie M. Wilcox a Deputy Sheriff of Union County, Ohio, invested with all authority and power of a Deputy Sheriff.

Walter T. Galloway
Sheriff of Union County, Ohio

Whereupon came Marjorie M. Wilcox and accepted said appointment and office and make oath as follows:

STATE OF OHIO, UNION COUNTY
I do solemnly swear that I will support the Constitution of the United States and of the State of Ohio, and that I will faithfully and impartially discharge the duties of Deputy Sheriff of Union County, Ohio, to which I have been appointed according to law and the best of my ability.

Marjorie M. Wilcox

Sworn to before me and subscribed in my presence this 5th day of Jan., 1953.
Erma Galloway
My Comm. Expires May 13, 1955.

The above appointment approved by me this 5th day of Jan., 1953.

F. LeRoy Allen
Judge of the Court of Common Pleas,
Union County, Ohio.

ENTRY APPOINTING DEPUTY SHERIFF. — Filed February 13, 1953

By virtue of the power vested in me, Sheriff of Union County, Ohio and in pursuance and in compliance with the Section 2830 of the General Code of Ohio, I do hereby appoint Franklin K. Simpson a Deputy Sheriff of Union County, Ohio, invested with all authority and power of a Deputy Sheriff.

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

Walter T. Galloway
Sheriff of Union County, Ohio.

Whereupon came Franklin K . Simpson and accepted said appointment and office and make oath as follows:

STATE OF OHIO, UNION COUNTY
I do solemnly swear that I will support the Constitution of the United States and of the State of Ohio, and that I will faithfully and impartially discharge the duties of Deputy Sheriff of Union County, Ohio, to which I have been appointed according to law and the best of my ability.

Franklin K. Simpson

Sworn to before me and subscribed in my presence this 5th day of Jan., 1953.
Erma Galloway
My Comm. Expires May 13, 1955.

The above appointment approved by me this 5th day of Jan., 1953.

F. LeRoy Allen
Judge of the Court of Common Pleas,
Union County, Ohio

ENTRY APPOINTING DEPUTY SHERIFF — Filed February 13, 1953

By virtue of the power vested in me, Sheriff of Union County, Ohio and in pursuance and in compliance with the Section 2830 of the General Code of Ohio, I do hereby appoint D. Richard Simpson a Deputy Sheriff of Union County, Ohio, invested with all authority and power of a Deputy Sheriff.

Walter T. Galloway
Sheriff of Union County, Ohio

Whereupon came D. Richard Simpson and accepted said appointment and office and make oath as follows:

STATE OF OHIO, UNION COUNTY
I do solemnly swear that I will support the Constitution of the United States and of the State of Ohio, and that I will faithfully and impartially discharge the duties of Deputy Sheriff of Union County, Ohio, to which I have been appointed according to law and the best of my ability.

D. Richard Simpson

Sworn to before me and subscribed in my presence this 5th day of Jan., 1953.
Erma Galloway
My Comm. Expires May 13, 1955.

The above appointment approved by me this 5th day of Jan., 1953.

F. LeRoy Allen
Judge of the Court of Common Pleas,
Union County, Ohio.

ENTRY APPOINTING DEPUTY SHERIFF. — Filed February 13, 1953

By virtue of the power vested in me, Sheriff of Union County, Ohio, and in pursuance and in compliance with the Section 2830 of the General Code of Ohio, I do hereby appoint Ralph Sewell a Deputy Sheriff of Union County, Ohio, invested with all authority and power of a Deputy Sheriff.

Walter T. Galloway
Sheriff of Union County, Ohio

Whereupon came Ralph Sewell and accepted said appointment and office and make oath as follows:

STATE OF OHIO, UNION COUNTY
I do solemnly swear that I will support the Constitution of the United States and of the State of Ohio, and that I will faithfully and impartially discharge the duties of Deputy Sheriff of Union County, Ohio, to which I have been appo inted according to law and the best of my ability.

Ralph Sewell

Sworn to before me and subscribed in my presence this 5th day of Jan., 1953.
Erma Galloway
My Comm. Expires May 13, 1955.

The above appointment approved by me this 5th day of Jan., 1953.

F. LeRoy Allen
Judge of the Court of Common Pleas,
Union County, Ohio.

ENTRY APPOINTING DEPUTY SHERIFF. — Filed February 13, 1953

By virtue of the power vested in me, Sheriff of Union County, Ohio, and in pursuance and in compliance with the Section 2830 of the General Code of Ohio, I do hereby appoint Colmore R. Johnson a Deputy Sheriff of Union County, Ohio, invested with all authority and power of a Deputy Sheriff.

Walter T. Galloway
Sheriff of Union County, Ohio.

Whereupon came Colmore R. Johnson and accepted said appointment and office and make oath as follows:

STATE OF OHIO, UNION COUNTY
I do solemnly swear that I will support the Constitution of the United States and of the State of Ohio, and that I will faithfully and impartially discharge the duties of Deputy Sheriff of Union County, Ohio, to which I have been appointed according to law and the best of my ability.

Colmore R. Johnson

Sworn to before me and subscribed in my presence this 5th day of Jan., 1953.
Erma Galloway
My Comm. Expires May 13, 1955.

The above appointment approved by me this 5th day of Jan., 1953.

F. LeRoy Allen
Judge of the Court of Common Pleas,

Union Co., O.

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY APPOINTING DEPUTY SHERIFF. Filed February 13, 1953

By virtue of the power vested in me, Sheriff of Union County, Ohio, and in pursuance and in compliance with the Section 2830 of the General Code of Ohio, I do hereby appoint Walter Knight a Deputy Sheriff of Union County, Ohio, invested with all authority and power of a Deputy Sheriff.

Walter T. Galloway
Sheriff of Union County, Ohio

Whereupon came Walter Knight and accepted said appointment and office and make oath as follows:

STATE OF OHIO, UNION COUNTY
I do solemnly swear that I will support the Constitution of the United States and of the State of Ohio, and that I will faithfully and impartially discharge the duties of Deputy Sheriff of Union County, Ohio, to which I have been appointed according to law and the best of my ability.

Walter C. Knight

Sworn to before me and subscribed in my presence this 5th day of Jan., 1953.
Erma Galloway
My Comm. Expires May 13, 1955.

The above appointment approved by me this 5th day of Jan., 1953.

F. LeRoy Allen
Judge of the Court of Common Pleas,
Union County, Ohio.

ENTRY APPOINTING DEPUTY SHERIFF. Filed February 13, 1953

By virtue of the power vested in me, Sheriff of Union County, Ohio, and in pursuance and in compliance with the Section 2830 of the General Code of Ohio, I do hereby appoint J. B. Galloway a Deputy Sheriff of Union County, Ohio, invested with all authority and power of a Deputy Sheriff.

Walter T. Galloway
Sheriff of Union County, Ohio

Whereupon came J. B. Galloway and accepted said appointment and office and make oath as follows:

STATE OF OHIO, UNION COUNTY
I do solemnly swear that I will support the Constitution of the United States and of the State of Ohio, and that I will faithfully and impartially discharge the duties of Deputy Sheriff of Union County, Ohio, to which I have been appointed according to law and the best of my ability.

J. B. Galloway

Sworn to before me and subscribed in my presence this 5th day of Jan., 1953.
Erma Galloway
My Comm. Expires May 13, 1955.

The above appointment approved by me this 5th day of Jan., 1953.

F. LeRoy Allen
Judge of the Court of Common Pleas,
Union County, Ohio.

ENTRY APPOINTING DEPUTY SHERIFF Filed February 13, 1953

By virtue of the power vested in me, Sheriff of Union County, Ohio and in pursuance and in compliance with the Section 2830 of the General Code of Ohio, I do hereb appoint W. A. Saygrover a Deputy Sheriff of Union County, Ohio, invested with all authority and power of a Deputy Sheriff.

Walter T. Galloway
Sheriff of Union County, Ohio

Whereupon came W. A. Saygrover and accepted said appointment and office and make oath as follows:

STATE OF OHIO, UNION COUNTY
I do solemnly swear that I will support the Constitution of the United States and of the State of Ohio, and that I will faithfully and impartially discharge the duties of Deputy Sheriff of Union County, Ohio, to which I have been appointed according to law and the best of my ability.

W. A. Saygrover

Sworn to before me and subscribed in my presence this 5th day of Jan., 1953.
Erma Galloway
My Comm. Expires May 13, 1955.

The above appointment approved by me this 5th day of Jan., 1953.

F. LeRoy Allen
Judge of the Court of Common Pleas,
Union County, Ohio.

ENTRY APPOINTING DEPUTY SHERIFF. Filed February 13, 1953

By virtue of the power vested in me, Sheriff of Union County, Ohio, and in pursuance and in compliance with the Section 2830 of the General Code of Ohio, I do hereby appoint Clarence E. Ziegler a Deputy Sheriff of Union County, Ohio, invested with all authority and power of a Deputy Sheriff.

Walter Galloway
Sheriff of Union County, Ohio.

Whereupon came Clarence E. Ziegler and accepted said appointment and office and make oath as follows:

STATE OF OHIO, UNION COUNTY
I do solemnly swear that I will support the Constitution of the United States and of the State of Ohio, and that I will faithfully and impartially discharge the duties of Deputy Sheriff of Union County, Ohio, to which I have been appointed according to law and the best of my ability.'

Clarence E. Ziegler

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

Sworn to before me and subscribed in my presence this 5th day of Jan., 1953.
Erma Galloway
My Comm. Expires May 13, 1955.

The above appointment approved by me this 5th day of Jan., 1953.
F. LeRoy Allen
Judge of the Court of Common Pleas,
Union County, Ohio.

ENTRY APPOINTING DEPUTY SHERIFF.

By virtue of the power vested in me, Sheriff of Union County, Ohio, and in pursuance and in compliance with the Section 2830 of the General Code of Ohio, I do hereby appoint Carl Thompson a Deputy Sheriff of Union County, Ohio, invested with all authority and power of a Deputy Sheriff.
Walter T. Galloway
Sheriff of Union County, Ohio

Whereupon came Carl Thompson and accepted said appointment and office and make oath as follows:

STATE OF OHIO, UNION COUNTY
I do solemnly swear that I will support the Constitution of the United States and of the State of Ohio, and that I will faithfully and impartially discharge the duties of Deputy Sheriff of Union County, Ohio, to which I have been appointed according to law and the best of my ability.
Carl Thompson

Sworn to before me and subscribed in my presence this 5th day of Jan., 1953.
Erma Galloway
My Comm. Expires May 13, 1955.

The above appointment approved by me this 5th day of Jan., 1953.
F. LeRoy Allen
Judge of the Court of Common Pleas,
Union County, Ohio.

ENTRY APPOINTING DEPUTY SHERIFF.

By virtue of the power vested in me, Sheriff of Union County, Ohio, and in pursuance and in compliance with the Section 2830 of the General Code of Ohio, I do hereby appoint Richard Seitz a Deputy Sheriff of Union County, Ohio, invested with all authority and power of a Deputy Sheriff.
Walter T. Galloway
Sheriff of Union County, Ohio.

Whereupon came Richard Seitz and accepted said appointment and office and make oath as follows:.

STATE OF OHIO, UNION COUNTY
I do solemnly swear that I will support the Constitution of the United States and of the State of Ohio, and that I will faithfully and impartially discharge the duties of Deputy Sheriff of Union County, Ohio, to which I have been appointed according to law and the best of my ability.
Richard Seitz

Sworn to before me and subscribed in my presence this 5th day of Jan., 1953.
Erma Galloway
My Comm. Expires May 13, 1955.

The above appointment approved by me this 5th day of Jan. 1953.
F. LeRoy Allen
Judge of the Court of Common Pleas,
Union County, Ohio.

ENTRY APPOINTING DEPUTY SHERIFF.

By virtue of the power vested in me Sheriff of Union County, Ohio and in pursuance and in compliance with Section 2830 of the General Code of Ohio, I do hereby appoint Erma L. Galloway a Deputy Sheriff of Union County, Ohio invested with all authority and power of a Deputy Sheriff.
Walter T. Galloway
Sheriff of Union County, Ohio

Whereupon came Erma L. Galloway and accepted said appointment and office and make oath as follows:

STATE OF OHIO, UNION COUNTY
I do solemnly swear that I will support the Constitution of the United States and of the State of Ohio, and that I will faithfully and impartially discharge the cuties of Deputy Sheriff of Union County, Ohio, to which I have been appointed according to law and the best of my ability.
Erma L. Galloway

Sworn to before me and subscribed in my presence this 5th day of Jan., 1953.
Lloyd George Kerns
Notary Public, State of Ohio
Comm. Exp. 5-16-54

The above appointment approved by me this 5th day of Jan., 1953.
F. LeRoy Allen
Judge of the Court of Common Pleas,
Union County, Ohio.

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY APPOINTING DEPUTY SHERIFF. Filed February 13, 1953

By virtue of the power vested in me Sheriff of Union County, Ohio and in pursuance and in compliance with Section 2830 of the General Code of Ohio, I do hereby appoint Wm. J. Bartels a Deputy Sheriff of Union County, Ohio invested with all authority and power of a Deputy Sheriff.

Walter T. Galloway
Sheriff of Union County, Ohio

Whereupon came Wm. J. Bartels and accepted said appointment and office and make oath as follows:

STATE OF OHIO, UNION COUNTY
I do solemnly swear that I will support the Constitution of the United States and of the State of Ohio, and that I will faithfully and impartially discharge the duties of Deputy Sheriff of Union County, Ohio, to which I have been appointed according to law and the best of my ability.

Wm. J. Bartels

Sworn to before me and subscribed in my presence this 5th day of Jan., 1953.
Erma Galloway
My Comm. Expires May 13, 1955.

The above appointment approved by me this 5th day of Jan., 1953.

F. LeRoy Allen
Judge of the Court of Common Pleas,
Union County, Ohio.

ENTRY APPOINTING DEPUTY SHERIFF. Filed February 14, 1953

By virtue of the power vested in me Sheriff of Union County, Ohio and in pursuance and in compliance with Section 2830 of the General Code of Ohio, I do hereby appoint Willis Bartley a Deputy Sheriff of Union County, Ohio invested with all authority and power of a Deputy Sheriff.

Walter T. Galloway
Wheriff of Union County, Ohio

Whereupon came Willis Bartley and accepted said appointment and office and make oath as follows:

STATE OF OHIO, UNION COUNTY
I do solemnly swear that I will support the Constitution of the United States and of the State of Ohio, and that I will faithfully and impartially discharge the duties of Deputy Sheriff of Union County, Ohio, to which I have been appointed according to law and the best of my ability.

Willis Bartley

Sworn to before me and subsctibed in my presence this 6yh day of Feb., 1953.
Erma Galloway - Notary
My Commission Expires May 13, 1955.

The above appointment approved by me this 6yh day of Feb., 1953.

F. LeRoy Allen
Judge of the Court of Common Pleas,
Union County, Ohio.

JOURNAL ENTRY.

Dona M. Millington,
Plaintiff,
-vs-
Ernest Millington, et al.,
Defendants.

Case No. 17127
Filed March 14 1953

This matter came on for hearing this 14th day of March, 1953 on the return of the Sheriff of his proceeding on the order of sale, heretofore issued herein, and upon examination thereof, the court finds the same in conformity to law and the orders of the court and it is hereby approved and confirmed.

It is therefore ordered that said Sheriff upon payment to him of the purchase price, execute and deliver to same Minnie Millington the purchaser, a deed for said property, conveying title to said Minnie Millington, free and clear of the claims, liens and interest of all parties in this action.

It is ordered that the sum of $600.00 received by the Sheriff from the sale of the real property herein, be distributed as follows:-

1. To the Clerk of this Court, the costs of this action including a fee of $100.00 to Sanders & Grigsby, Attorneys for plaintiff, the sum of $175.87.
2. To Sanders & Grigsby, advanced for revenue stamps for deed, $1.10.
3. To the Union County Federal Savings & Loan Association of Marysville, Ohio in payment of the first mortgage lien on said premises, the sum of $93.88.
4. To Donna Millington, plaintiff for her undivided one-half interest in said real estate, the sum of $164.58.

To Donna Millington as partial payment on a judgment awarded her against Ernest Millington set forth in the petition, the balance of the proceeds, amounting to $164.57.

F. LeRoy Allen
Common Pleas Judge

APPROVED BY:
Sanders & Grigsby
Attorneys for Plaintiff

JOURNAL ENTRY

State of Ohio,
Plaintiff,
-vs-
Monroe Schlabach,
Defendant.

Case Nos. 3312-3313
Filed March 16 1953

Indictment for statutory rape, G. C. 12414.

The defendant, having previously asked leave of Court to withdraw his plea of not guilty as originally

entered herein and to enter pleas of guilty to both indictments and to offer evidence in mitigation of sentence and said Court having accepted said pleas of guilty and having heard evidence and witnesses offered by defendant in mitigation of sentence and the Court having then ordered that the said defendant be confined in the Lima State Hospital at Lima, Ohio for a period of not more than sixty days for the purpose of examination as required by Section 13451-20 prior to sentence, this day appeared before the Court in company of his attorney, William J. Porter for hearing upon his mental condition and sentence. Whereupon said Court after considering the report filed herein by R. E. Bushong, M. D., Superintendent of the Lima State Hospital regarding the mental condition of the defendant and having heard counsel for the defendant and the Prosecuting Attorney found the defendant to be free from mental illness.

The Court then inquired of Monroe Schlabach if he had anything to say why judgment should not be pronounced against him; and he showed no good and sufficient cause why judgment should not be pronounced.

It is therefore considered and adjudged by the Court that Monroe Schlabach be confined in the Columbus City Workhouse at Columbus, Ohio to serve at hard labor and kept at hard labor for a term of six months and that within the next five days the Sheriff of Union County shall convey the said defendant, Monroe Schlabach to the Columbus City Workhouse and deliver him to the superintendent thereof; and that the defendant pay the costs of this prosecution for which execution is awarded.

3/14/53

F. LeRoy Allen
JUDGE.

APPROVED BY:
Lloyd George Kerns
Prosecuting Attorney
William J. Porter
Attorney for Defendant.

JOURNAL ENTRY

Marion Wilcox,
Route #1,
Plain City, Ohio,
Plaintiff,

-vs-
Louise L. Wilcox,
Route #1,
Plain City, Ohio,
Defendant.

Case No. 17204
Filed March 20 1953

By agreement of the parties and their attorneys it is ordered that all proceeds from the public sale of chattels to be held Tuesday, March 31st, 1953, shall be paid into the Clerk of Courts or to the attorneys of the parties hereto and there to remain until the ultimate disposition of this action now pending. It is further ordered that the auctioneers, known by the firm name of Thomas & Page, cry said public sale, and this cause is continued.

F. LeRoy Allen
JUDGE

APPROVED BY:
William L. Coleman
William L. Coleman
Attorney for Plaintiff
Luther L. Liggett
Lugher L. Liggett
Attorney for Defendant

RESTRAINING ORDER ALLOWED

Catherine S. Howard,
Plaintiff,

-vs-
Damon D. Phelps and
Robert Phelps,
Defendants.

Case No. 17221
Filed March 21 1953

On filing the petition herein, and on application, notice thereof being dispensed with, a restraining order is granted until further order of the Court, on plaintiff giving bond as provided by law in the sum of $500.00.

F. LeRoy Allen
JUDGE.

JUDGMENT ENTRY.

March 19th, 1953.

Malcolm F. Hicks & Lillian M. Hicks,
Plaintiffs,

-vs-
Hubert C. Taylor & Myrtle M. Taylor,
R. 4, Marysville, Ohio,
Defendants.

Case No.
Filed March 21 1953

This day came the plaintiffs by their attorney; also appeared in open court, for and on behalf of said defendants, an attorney at law of this court, and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendants, entered the appearance of said defendants, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendants, and in favor of said plaintiffs, for Three Hundred Eight dollars and forty 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 from said defendants the sum of Three Hundred Eight dollars and forty cents, being the amount of said note and unpaid interest due thereon from the 19th day of March, 1953, to date of judgment; and also recover their costs herein expended, taxed at $_____, and interest on said judgment at 6% per cent per annum, from said date of judgment until paid.

F. LeRoy Allen
JUDGE.

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY

Gladys M. Wells,
Plaintiff,
-vs-
Frederick Lee Wells,
Defendant.

Case No. 17171
Filed March 21 1953

March 21st, 1953

This cause came on to be heard upon the Petition of the Plaintiff and the evidence, the Defendant being in default for answer or demurrer to the Petition herein, and upon consideration of the same the Court finds that the Plaintiff was a resident of the State of Ohio for more than one year and a bonafide resident of Union County for more than ninety days next before the filing of the Petition herein, that the Defendant has been duly and legally served by publication for six consecutive weeks prior to the filing of this decree in the Evening Journal Tribune, a newspaper of general circulation in this County, as provided by law, and that the parties were married as in the Petition set forth. The Court further finds that the following children were born the issue of said marriage, to-wit:

Denver Paul Sells, age 19 years upon the 17 day of February, 1953.
Mary Lee Wells, age 16 years upon the 23 day of March, 1952.
William Wells, age 15 years upon the 7 day of July, 1952.
Martha Wells, age 12 years upon the 31 day of March, 1952.
Eunice Wells, age 11 years upon the 27 day of January, 1953.
Elizabeth Wells, age 6 years upon the 27 day of May, 1952.
Linda Wells, age 2 years upon the 7 day of November, 1952.

That all of said children reside with the Plaintiff, the said Denver Paul Wells being self supporting.

The Court further finds that the Defendant, Frederick Lee Wells, has been guilty of gross neglect of duty and extreme cruelty toward the Plaintiff as set forth in the Petition and by reason thereof Plaintiff is entitled to a divorce. It is, therefore, ordered, adjudged and decreed that the marriage contract heretofore existing between Plaintiff, Gladys M. Wells, and Defendant, Frederick Lee Wells, be and the same is hereby dissolved and both parties are released and discharged therefrom. It is further ordered, adjudged and decreed by the Court that the Plaintiff have the care, custody and control of the said Mary Lee Wells, William Wells, Martha Wells, Elizabeth Wells and Linda Wells and that the Defendant pay for the support [redacted] of said children the sum of $12.00 per week upon each and every Saturday beginning March 21, 1953, or until further order of this Court. It is further ordered that the Defendant shall have the right to visit said children one Sunday in each month at such place as the parties hereto may agree.

It is further ordered and adjudged that the Defendant pay the costs of this action taxed at $25.00.

APPROVED:
Richard L. Cameron
Richard L. Cameron
Attorney for Plaintiff

F. LeRoy Allen
JUDGE.

✓

JOURNAL ENTRY.

The Central National Bank of Cleveland,
Plaintiff,
-vs-
Edwin E. Lewis and
Betty Joe Lewis, et al.,
Defendants.

Case No. 16254
Filed March 21 1953

This cause coming on for hearing on the Motion of the Attorneys for the Receiver for an allowance of Attorney fees, the court finds that there is a sum of forty four dollars and thirteen cents ($44.13) over and above the original cost deposit of plaintiff remaining undistributed from the proceeds of the sale of the real estate, the subject of this action; that the Attorneys for the receiver have not been compensated and that the sum in the Clerk's hands in the amount of forty four dollars and thirteen cents ($44.13) is reasonable compensation for the Attorneys for the received who obtained service on several of the parties defendant, prepared and filed Journal Entry, obtained approval thereof by various Attorneys and performed other services. It is therefore ordered that the Clerk of this court pay to Sanders and Grigsby, Attorneys for the Receiver in this action the balance of the undistributed funds in her hands except the original deposit for cost made by Plaintiff, said sum to be paid Sanders & Grigsby being forty four dollars and thirteen cents ($44.13).

F. LeRoy Allen
Common Pleas Judge

APPROVED:
Sanders & Grigsby

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JOURNAL ENTRY.

Mary McElroy,
Plaintiff,
-vs-
Wilton McElroy,
Defendant.

Case No. 17212
Filed March 21 1953

This day this cause came on for hearing on the motion of the plaintiff for temporary support for herself and her minor children, Attorney fees and custody of the children of the parties and for a continuance of the temporary restraining order heretofore issued. The Court upon hearing the testimony and evidence adduced finds that the children of the parties are now in the custody of the plaintiff and that it would be for the best interest of said children to remain in plaintiff's custody until further order of the Court; that the defendant has a basic weekly take home pay for a forty hour week, sixty eight ($68.00) dollars; that the bank account of the parties in the Richwood Banking Company is a joint Savings Account with a balance of three hundred fifteen ($315.00) dollars; that plaintiff has no funds other than her interest in the aforesaid savings account and that there is just cause for a continuance of the restraining order heretofore granted.

It is therefore ordered, adjudged, and decreed, that the children of the parties be in the exclusive custody of the plaintiff with reasonable rights of visitation for the defendant at all reasonable times but that he shall give plaintiff four hours advanced notice of when he desires to visit the children; that the defendant be enjoined from anyway molesting plaintiff or her household; that out of the savings account of the parties in the Richwood Banking Company at Richwood, Ohio, the plaintiff on this date, have sixty five ($65.00) dollars from said savings account and a sum of one hundred ($100.00) dollars on Attorney fees for plaintiff is awarded to the firm of Sanders & Grigsby said sum to be withdrawn from said savings account; that the balance of said savings account be left on deposit and that no future withdrawals shall be made from such savings account until further order of the court.

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

It is further ordered that the defendant shall pay through the office of the Clerk of Courts on or before March 21st the sum of eighty ($80.00) dollars, plus poundage for the support of plaintiff and minor children; that a similar sum be paid every second Saturday thereafter and that from said sum, the plaintiff shall pay the insurance premiums on herself and the children and maintain the installment payments on her sewing machine; that defendant pay his car insurance in the approximate sum of eighty four ($84.00) dollars now due from his separate fund.

All the above shall be subject to modification for good cause shown.

F. LeRoy Allen
Common Pleas Judge

APPROVED BY:
Sanders & Grigsby
Attorneys for Plaintiff
Lloyd George Kerns
Attorney for Defendant.

JOURNAL ENTRY.

Janice Clarridge,
Plaintiff,
-vs-
Doyle L. Clarridge,
Defendant.

Case No. 17220
Filed March 21 1953

This day this cause came on to be heard upon the filing of the petition of plaintiff and the motion of plaintiff and the Court upon careful consideration of the same hereby restrain and enjoin defendant from interfering with or molesting plaintiff and from selling or disposing of any of the personal property of the parties hereto until further order of this Court.

It is further ordered that this cause be for hearing on the question of support of minor children, temporary alimony and attorney fees before this Court on the 27th day of March, 1953, at 10:00 A. M.

It is further ordered that service of a copy of this entry shall constitute notice of a grant of a restraining order and injunction and as to the time and place of the hearing as herein provided.

F. LeRoy Allen
Common Pleas Judge.

ENTRY.

Edward B. Westlake
530 Buckeye St.
Marysville, Ohio,
Plaintiff,
-vs-
Charles Westlake,
Cor. 7th & Ash Sts.
Marysville, Ohio,
Defendant.

Case No. 17222
Filed March 23 1953

This day this cause came on for hearing on the application of the plaintiff asking that a time be fixed by the Court for hearing for a citation citing the defendant to then and there appear on the date so fixed and show cause why he should not be enjoined from disposing of the proceeds of sheep owned by him and plaintiff without accounting therefor to this Court.

Therefore, the Court fixes the 25th day of March, 1953 at 11:00 o'clock A. M. for hearing said application, and it is ordered that a copy of this Entry be served on defendant forthwith.

F. LeRoy Allen
JUDGE.

ENTRY.

Mary Olivia Guthery
Route #1
Marysville, Ohio,
Plaintiff,
-vs-
Earl Edison Guthery
Route #1
Marysville, Ohio,
Defendant.

Case No. 17214
Filed March 24 1953

By agreement of counsel it is ordered that the restraining order heretofore issued against the defendant in this cause be modified in the following particulars, to-wit: Defendant shall have the privilege of selling the soy beans in storage at the Ohio Grain Company at any time he may desire providing he either deposits said funds in the Richwood Bank or applies it upon the loan to the Columbus Production Credit Association; that he be permitted to withdraw money from the Richwood Bank for the purpose of paying taxes on real estate, purchasing fertilizer and for his own necessary personal expenses.

F. LeRoy Allen
JUDGE

APPROVED:BY:
William L. Coleman
Attorney for Plaintiff
C. A. Hoopes
Attorney for Defendant.

JOURNAL ENTRY.

Mary McElroy,
Plaintiff,
-vs-
Wilton McElroy,
Defendant.

Case No. 17212
Filed March 25 1953

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

At the request of Plaintiff, this action is dismissed. Costs are paid, no record.

F. LeRoy Allen
Common Pleas Judge

APPROVED BY:
Sanders & Grigsby
Sanders & Grigsby, Attorneys
for Plaintiff
Mary McElroy
Mary McElroy, Plaintiff
Lloyd George Kerns
Attorney for Defendant.

JOURNAL ENTRY.

Rose Mary Fox,
Plaintiff,
-vs-
Robert W. Fox,
Defendant.

Case No. 17180
Filed March 25 1953

Now comes the plaintiff, and the defendant having been duly served with summons and a copy of the petition herein, and having failed to appear, the court finds him in default for answer and demurrer to said petition, and find that the allegations thereof are confessed by him to be true. The court also finds that the plaintiff at the time of filing her petition, had been a resident of the State of Ohio for one year next preceding the same, and was at that time a bona fide residentof this county of Union that the cause of complaint arose or took place in 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 Rose Mary Fox and Robert W. Fox, be and the same hereby is, dissolved, and both parties are released from the obligations of the same.

The court further finds that the parties have entered into an agreement in writing settling all questions relating to rights of property, support etc and find that said agreement is fair and therefore confirms the same.

It is further ordered that the plaintiff pay the costs of this action which is taxed at

APPROVED BY:
Sanders & Grigsby
Attorneys for Plaintiff

F. LeRoy Allen

SEPARATION AGREEMENT

Rose Mary Fox,
Plaintiff,
-vs-
Robert W. Fox,
Defendant.

Case No.17180
Filed March 25 1953

This agreement, made at Marysville, Ohio, this 10th day of January, 1953, by and between Robert W. Fox and Rose Mary Fox, husband and wife, witnesseth:

That whereas, unfortunate differences have arisen between the parties hereto rendering it impossible for them to hereafter live together, and said parties have agreed upon an immediate separation, and,

Whereas, the said Robert W. Fox, has this day paid to the said Rose Mary Fox the sum of $170.00, the receipt of which is hereby acknowledged, and has assigned, conveyed and transferred to her all of the household furniture in the residence heretofore occupied by the parties hereto, and Robert W. Fox has this day assigned to Rose Mary Fox is right title and interest in and to a Studebaker Truck and agrees to pay all hospital and doctor bills incurred to date: Rose Mary Fox hereby agrees that Robert W. Fox as his individual property the deep freeze in the home of the parties and a 1951 Ford Tudor car, said Rose Mary Fox hereby releases.

Now, therefore, in consideration of the premises the said Rose Mary Fox hereby releases the said Robert W. Fox from all obligations of future support for herself, and she does further release and relinquish unto the said Robert W. Fox, his heirs, executors, administrators or assigns, all rights or claims by way of dower, inheritance and descent, in and to the real property of the said Robert W. Fox, now owned or hereafter acquired, and any and all rights or claims to a distributive share of his personal estate, now owned or hereafter acquired, and all claims for an allowance for twelve (12) months' support, and to reside in his mansion house, and all rights or claims as widow, heir, distributee, survivor or next of kin, in or to the estate of the said Robert W. Fox, whether real or person, and whether now owned or hereafter acquired, and all other rights and claims of every kind and nature arising or growing out of said marriage relation.

And said Rose Mary Fox, for the consideration aforesaid and in consideration of the agreements of said Robert W. Fox, herein contained, does further covenant and agree that she will not, in any manner, incur or contract any debts on the credit of said Robert W. Fox and will not incur any liabilities on his behalf; and that, in case an action for a divorce should hereafter be instituted by either party hereto, she will not ask or apply for any allowance for counsel fees, or any alimony, either temporary or permanent, but the sum this day paid to her shall be in full satisfaction of all such claims and demands, as well as of support, rights of dower, inheritance, and distribution.

And the said Rose Mary Fox, for the consideration aforesaid, agrees that the said Robert W. Fox shall be at full liberty to dispose of all his property, real and personal, by last will and testament, free from any claim, interest or right in favor of the said Rose Mary Fox, and that, upon his death, all of his property which shall not have been so disposed of shall descent to, vest in and be distributed to, such person or persons as would be entitled thereto, by the statutes of descent and distribution of the state of Ohio then in effect, had the said Rose Mary Fox died during the life of the said Robert W. Fox.

Robert W. Fox hereby acknowledges that this contract is drawn by the firm of Sanders & Grigsby as Attorneys for Rose Mary Fox and that he has been advised of his right to separate counsel and advisability of having individual counsel for himself in this property settlement.

And the said Robert W. Fox, for the considerations aforesaid, does hereby release and relinquish to the said Rose Mary Fox, her heirs, executors, administrators and assigns, all rights or claims of dower, inheritance, descent, distribution, and all rights or claims as widower, heir, distributee, survivor, or next of kin, and all other rights or claims, in any manner arising or growing out of the marriage relation now existing between said parties in or to the estate of the said Rose Mary Fox, real, personal or mixed, now owned or hereafter acquired; but by these presents the said Robert W. Fox shall be forever barred therefrom.

Witness the hands of said Robert W. Fox and Rose Mary Fox the day and year first above written.

SIGNED AND ACKNOWLEDGED IN
PRESENCE OF:
Gwynn Sanders
Joseph B. Grigsby

Rose Mary Fox
Rose Mary Fox
Robert W. Fox
Robert W. Fox

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

STATE OF OHIO, UNION COUNTY, SS:
Be it remembered that on this 10th day of January, 1953 personally appeared before me a Notary Public the above named Rose Mary Fox and Robert W. Fox who acknowledged that the signing of the foregoing separation agreement was their free act and deed.

Gwynn Sanders
Gwynn Sanders, Notary Public,
My com. exp. 6/4/54.

JOURNAL ENTRY.

Dorothy Meadows,
Plaintiff,
-vs-
Kelly Meadows,
Defendant.

Case No. 17187
Filed March 25 1953

Now came the plaintiff, and the defendant having been legally summoned by publication, and having failed to appear, the court finds him in default for answer and demurrer to said petition, and find that the allegations thereof are confessed by him to be true. The court also finds that the plaintiff, at the time of filing her petition, had been a resident of the State of Ohio for one year next preceding the same, and was at that time a bona fide resident of this county of Union, that the cause of complaint arose or took place in this county of Union, and that the parties hereto were married, as in said petition set forth and there are four children issue of this marriage, namely, Lola Mae Meadows who was born December 4, 1946, Roy Wilson Meadows who was born on December 30th, 1947, Jason Meadows who was born January 11, 1949 and Ronald Eugene Meadows who was born on August 3, 1950.

The court further find that on the 28th day of November, 1951 the defendant took the three oldest children with him and left plaintiff and his whereabouts are now unknown.

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 Dorothy Meadows and Kelly Meadows be, and the same hereby is, dissolved and both parties are released from the obligations of the same.

It is further ordered that plaintiff have the exclusive custody, care and control of the minor child, Ronald Eugene Meadows.

It is further ordered that the plaintiff pay the cost of this action, taxed at

F. LeRoy Allen
Common Pleas Judge

APPROVED BY:
Sanders & Grigsby
Sanders & Grigsby
Attorneys for Plaintiff

ENTRY.

Katherine L. Dowell,
Plaintiff,
-vs-
John Wesley Dowell,
Defendant.

Case No. 16575
Filed March 25 1953

John Wesley Dowell, defendant herein having filed his motion for an order of Court reducing the support payments for the minor children of the parties, it is hereby ordered that said motion be for hearing before the Court at 10:00 o'clock A. M. Saturday, April 4th, 1953.

F. LeRoy Allen
JUDGE.

ENTRY.

Edward B. Westlake,
530 Buckeye St,
Marysville, Ohio,
Plaintiff,
-vs-
Charles Westlake,
Cor. 7th & Ash Sts,
Marysville, Ohio,
Defendant.

Case No. 17222
Filed March 26 1953

This cause being presented to the Court on the Application of the plaintiff for a temporary restraining order, prior notice having been given the defendant, and good cause being shown therefor, the Court does hereby allow said restraining order, the defendant, Charles Westlake, being hereby enjoined until further order of the Court to deposit all monies received from the sale of sheep, or their produce, as described in the petition, with the Clerk of this Court. The Clerk of this Court is directed to pay bills for feed and care of said sheep as presented by said defendant.

F. LeRoy Allen
JUDGE.

APPROVED:
Myers & Hoopes
Attorneys for Plaintiff

JOURNAL ENTRY.

Annette Brown,
Plaintiff,
-vs-
Harold E. Brown,
Defendant.

Case No. 17186
Filed March 27 1953

Now comes the plaintiff, and the defendant having been duly served with summons and a copy of the petition herein, and having failed to appear the court finds him in default for answer and demurrer to said petition, and

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

find that the allegations thereof are confessed by him to be true. The court also finds that the plaintiff at the time of filing her petition, had been a resident of the State of Ohio for one year next preceding the same, and was at that time a bona fide resident of this county of Union that the cause of complaint arose or took place in this county of Union, and that the parties hereto were married, as in said petition set forth, and that there is one child issue of this marriage, namely, Charles Franklin Brown who was born on the 20th day of July, 1949.

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 Annette Brown and Harold E. Brown, be and the same hereby is, dissolved, and both parties are released from the obligations of the same.

It is further ordered that plaintiff have the exclusive custody, care and control of the minor child, Charles Franklin Brown. The defendant to have the right of visitation at all reasonable hours and he shall pay to t the Clerk of this Court the sum of seven dollars ($7.00) per week for the support of said child. The first payment to be made Saturday, March 28th, 1953. It is further ordered that said sum of seven dollars ($7.00) per week does not constitute the one-half of the support of said child and the plaintiff is entitled to claim said child as dependent for purpose of income tax exemption.

It is further ordered that all of the household furniture be and the same hereby is awarded to plaintiff subject to any liens now existing thereon.

It is further ordered that the plaintiff pay the cost of this action, taxed at

APPROVED:
Sanders & Grigsby
Sanders & Grigsby,
Attorneys for Plaintiff.
William J. Porter
Attorney for Defendant.

F. LeRoy Allen
Common Pleas Judge

JOURNAL ENTRY.

Catherine S. Howard,
Plaintiff,
-vs-
Damon D. Phelps and
Robert Phelps,
Defendants.

Case No. 17221
Filed March 27 1953

This day this cause came on to be heard upon the Demurrer of the Defendants to the Petition of the Plaintiff and upon consideration thereof the Court finds that said Demurrer is well taken and should be sustained.

It is the order of this Court that the Demurrer of the Defendants be sustained: that the temporary restraining order granted the Plaintiff be dissolved and held for naught and Plaintiff is granted ten (10) days to plead further. That the costs of this proceeding be taxed agains t the Plaintiff, exceptions noted for Plaintiff.

APPROVED BY:
Clifton L. Caryl
Clifton L. Caryl,
Attorney for Plaintiff.
William L. Coleman
William L. Coleman,
Attorney for Defendants.

F. LeRoy Allen
JUDGE.

ENTRY.

Evelyn Nelson,
Plaintiff,
-vs-
Paul Nelson,
Defendant.

Case No. 17226
Filed March 31 1953

Evelyn Nelson, plaintiff herein, having filed her motion for an order of Court directing the defendant to pay to her prior to final hearing herein a reasonable sum for alimony and the support of the parties' minor children, Barbara Jean Nelson and Sharon Sue Nelson, it is hereby ordered that said motion be for hearing before the Court at 11:00 o'clock A. M. Saturday, April 11, 1953.

F. LeRoy Allen
JUDGE.

ENTRY.

Cecil Leonard,
Plaintiff,
-vs-
Charles Spring, et al,
Defendants.

Case No. 16880
Filed April 1, 1953

This cause coming on to be heard upon the motion of Jay D. Ferguson and H. B. Walker, administrators of the estate of Iona L. Robey, deceased, for an order to pay the sum of $14,012.45 to said administrators in order to pay debts of the decedent in the estate of said decedent, and it appearing to the Court that Jay D.Ferguson and H. B. Walker have been legally appointed and qualified as administrators of the estate of Iona L. Robey, deceased, by the Probate Court of Madison County, Ohio, it is therefore ordered that out of the sum due on distribution and now in the hands of the Sheriff of this County in this cause, that the sum of $14,012.45 be paid to Jay D. Ferguson and H. B. Walker, administrators of the estate of Iona L. Robey, deceased, in order to provide sufficient assets in the hands of said administrators to pay all the debts of said decedent.

APPROVED:
Gilbert Kirby
Attorney for Plaintiff.

F. LeRoy Allen
JUDGE.

ENTRY OF DISTRIBUTION

Cecil Leonard

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

FINAL ORDER OF DISTRIBUTION

Cecil Leonard,
Plaintiff,
-vs-
Charles Spring et al.,
Defendants.

Case No. 16880
Filed April 1 1953

It appearing to the court that after the payment of counsel fees, auctioneer's compensation and other items in accordance with the former order of the court there is still the sum of $39,569.18 in the hands of the Sheriff. On motion of the plaintiff, it is the order of the court that the Sheriff disburse and distribute said proceeds as follows:

1. To the Clerk of Courts of Union County, Ohio, to cover court costs 76.14
2. In accordance with a former finding of the court said Sheriff is ordered to pay to Jay D. Ferguson and H. B. Walker, administrators of the estate of Iona L. Robey, deceased, to be applied on the payment of the indebtedness of said estate and taxes assessed against said estate 14,012.45
3. The balance remaining in the hands of the Sheriff, amounting to $25,480.59, is hereby ordered distributed among the numerous heirs as their interests appear under the former orders of the court, as follows:

To the plaintiff, Cecil Leonard	1/32	796.28
To the defendants,		
Martha C. Kennedy	1/10	2,548.06
Emory L. Hunt	1/10	2,548.06
Harry Spring	1/300	84.94
Martha E. Lane	1/40	637.01
Lucille Lane Anderson	1/40	637.01
Lillian Gertrude Barlow	1/20	1,274.03
Esther B. Paul	1/20	1,274.03
Welling C. Beach	1/20	1,274.03
Mrs Alta W. Horn	1/50	509.61
Alta Moulton	1/100	254.81
Helen M. Miller	1/100	254.81
John W. Price	1/100	254.81
Mary P. Rickard	1/100	254.81
Mrs Pearl L. Lyons	1/150	169.87
Louis M. Worthington	1/150	169.87
Anah B. Worthington	1/150	169.87
Charles W. Spring	1/300	84.94
Margaret K. Ferguson	1/300	84.94
Bertha S. Elliot	1/300	84.94
Elizabeth Latham	1/300	84.94
John Paul Spring	1/600	42.47
Frances E. Stewart	1/600	42.47
William DeLacy Talley	1/72	353.91
Kieth T. Talley	1/72	353.91
Coranna Talley Wyatt	1/72	353.91
Vivian Campbell	1/64	398.13
Roseann Leckie	1/64	398.13
William Haner Leckie	1/64	398.13
Frederick Douglas Leckie	1/64	398.13
Russell B. Leonard	1/48	530.85
Edith Sterling	1/24	1,061.69
Eltha T. Kenyon	1/32	796.26
Norman Haner	1/32	796.26
Mary L. Haner	1/32	796.26
Alice G. Chapman	1/32	796.26
William E. Leonard	1/48	530.84
Howard Leonard	1/48	530.84
Earl Leonard	1/48	530.84
Unknown heirs of Mildred Cass	1/96	265.43
Irene Leonard Wheeler	1/64	398.13
Charles Cass	1/96	265.42
George Cass	1/96	265.42
Ruth Marion Nixon	1/96	265.42
Lester Leonard	1/64	398.13
Margaret Wilson	1/96	265.42
Catherine Schrieber	1/96	265.42
William Lewis	1/96	265.42
Ruth Lewis	1/96	265.42
		$ 25,480.59

Approved by:
Gilbert Kirby
Attorney for Plaintiff
C. C. Crabbe, Atty. for Martha E. Lane and Lucile Lane Anderson.
D. H. Jackman
J. J. Smythe, By. D H J
Frank B. Fults by D H J
Paul Keye - By D H J
Attorneys for Defendants.

F. LeRoy Allen
JUDGE.

JOURNAL ENTRY.

James H. Cozart, Administrator,
Plaintiff,
-vs-
Carl Schaeffer, et al.,
Defendants.

Case No. 17183
Filed April 1 1953

On motion made in open court, leave to plead instanter, is hereby granted to defendants.

APPROVED:
J. C. Arter, Attorneys for Defendants.

F. LeRoy Allen
JUDGE.

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY.

Massino Perfetti,
Plaintiff,
-vs-
Carl Schaeffer, et al.,
Defendants.

Case No. 17182
Filed April 2 1953

On motion made in open court, leave to plead instanter, is hereby granted to defendants.

APPROVED:
Arter & Kormoe
Attorneys for Defendants.

F. LeRoy Allen
JUDGE

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JOURNAL ENTRY.

Dorothy J. Hinkle,
Plaintiff,
-vs-
Horace G. Hinkle,
Defendant.

Case No. 17167
Filed April 2 1953

Now came the plaintiff, and the defendant having been duly served with summons and a copy of the petition herein, and having failed to appear, the court find him in default for answer and demurrer to said petition, and find that the allegations thereof are confessed by him to be true, that the plaintiff at the time of filing her petition, had been a resident of the state of Ohio for one year next preceding the same, and was at that time a bona fide resident of this County of Union, that the cause of complaint arose or took place in 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 Dorothy J. Hinkle and Horace H. Hinkle be, and the same hereby is, dissolved, and both parties are released from the obligations of the same.

The court further finds that the parties have divided their assets and that plaintiff has in her possession all property coming to her as result of said agreement with the exception of lawn furniture which is hereby awarded and set off to her. The defendant shall have as his property, the automobile, trailer and all other personal property now in his possession.

It is further ordered that the defendant pay to Sanders & Grigsby, Attorneys for plaintiff the sum of one hundred ($100.00) dollars as Attorney fees. It is further ordered that the defendant pay the cost of this action taxed at

F. LeRoy Allen
Common Pleas Judge

APPROVED BY:
Sanders & Grigsby,
Attorneys for Plaintiff
William L. Coleman
Attorney for Defendant.

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JOURNAL ENTRY.

Dorothy J. Hinkle,
Plaintiff,
-vs-
Horace G. Hinkle,
Defendant.

Case No. 17167
Filed April 2 1953

Now comes defendant, Horace G. Hinkle in open court by his Attorney William L. Coleman and withdraws his answer and cross petition heretofore filed herein.

It is therefore considered by the court that this cause proceed on the petition of plaintiff.

APPROVED:
Sanders & Grigsby
Attorneys for Plaintiff
William L. Coleman
Attorney for Defendant.

F. LeRoy Allen
Common Pleas Judge

✓

JOURNAL ENTRY.

Edward Moore,
Plain City, Ohio
R.F.D. #1,
Plaintiff,
-vs-
Martha Moore
Plain City, Ohio
R.F.D. #1,
Defendant.

Case No. 17210
Filed April 2 1953

On motion of defendant, it is ordered that plaintiff pay the sum of twenty ($20.00) dollars per week plus poundage to the Clerk of Courts, Union County, Ohio, as and for the support of the minor children of the parties to this cause until final hearing hereof, or otherwise ordered by the Court, for their sustainance and expense and for the support of their minor children and that plaintiff also pay the sum of one hundred ($100.00) dollars for defendant's attorney's fees herein.

F. LeRoy Allen
Common Pleas Judge.

APPROVED BY:
Clifton L. Caryl
Attorney for Plaintiff
Joseph S. King
Attorney for Plaintiff.

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IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY. (FROM BOARD OF TAX APPEALS OF OHIO)

In the matter of the application of the Board of Trustees of Paris Township, Union County, for authority to transfer funds from the general fund to the road improvement fund.

Case No. 23713
Filed April 2 1953

This matter came on to be considered by the Board of Tax Appeals of the Department of Taxation on the application of the Board of Trustees of Paris Township, Union County, Ohio, for authority to transfer funds from the general fund to the road improvement fund of said township, pursuant to the provisions of sections 5625-13a to 5625-13g, inclusive, General Code.

Now therefore, the Board of Tax Appeals of the Department of Taxation finds, after examining the application and petition addressed tothe Court of Common Pleas of Union County, Ohio, that this request for transfer of funds in the amount of Twelve Thousand Dollars ($12,000.00) for Paris Township, is in compliance with the provisions of sections 5625-13a to 5625-13g, inclusive, General Code, and hereby approves the request to file said petition in the Court of Common Pleas of Union County.

It is hereby ordered that copies of this journal entry be certified to the Clerk of Courts of Union County and to the Prosecuting Attorney, respectively.

I hereby certify the foregoing to be a true and correct copy of the action of the Board of Tax Appeals of the Department of Taxation, this day taken, with respect to the above matter.

Francis P. Howard
Secretary

JOURNAL ENTRY.

Clifford L. Robertson,
Plaintiff,
-vs-
Nettie Robertson,
Defendant.

Case No. 17059
Filed April 4 1953

This cause came on to be heard on the petition of plaintiff and the answer and cross petition of the defendant and the evidence on consideration whereof, the court finds that the plaintiff at the time of filing his petition had been a resident of the State of Ohio for more than one year and a bonafide resident of Union County for more than 90 days and that the cause of this action stated in the petition arose in Union County Ohio and that the parties were married as in the petition set forth and there are no children issue of this marriage.

The court further find on the issues joined that the defendant has been guilty of gross neglect of duty and extreme cruelty toward plaintiff and that plaintiff has not been guilty of gross neglect of duty and extreme cruelty toward defendant as charged in her cross petition. It is therefore ordered that said cross petition be and hereby is dismissed.

The court find that plaintiff is entitled to a divorce as prayed for and it is therefore ordered, adjudged and decreed that the marriage contract heretofore existing between the said Clifford L. Robertson and Nettie Robertson be and the same is hereby dissolved, and both parties are released from the obligations of the same.

The court further orders that each party retain the property now in their possession as and for their own property free from any claim of the other. It is further ordered that plaintiff pay to Clifton L. Caryl, Attorney for defendant the sum of fifty ($50.00) dollars to apply on expenses and Attorney fees.

It is further ordered that the plaintiff pay the cost of this action taxed at

F. LeRoy Allen
Common Pleas Judge

APPROVED BY:
Sanders & Grigsby
Attorneys for Plaintiff
Clifton L. Caryl
Attorneys for Defendant.

DECREE FOR DIVORCE.

Violet C. Bond,
Plaintiff,
-vs-
Stanley H. Bond,
Defendant.

Case No. 17195
Filed April 4 1953

This cause came on for hearing this 4th day of April, 1953, on the petition of the plaintiff, the answer of Trustee, and the Court finds from the evidence that plaintiff is, and was for at least one year immediately preceding the commencement of this action, a bona fide resident of the State of Ohio, and that she is, and was for at least ninety days immediately before commencement of the action, a bona fide resident of Union County, Ohio; that defendant has been duly served with summons and copy of the petition as required by law, which service is hereby approved, and that the Court has jurisdiction of the cause of action and the parties hereto.

The court further find that there was reasonable ground to question the sanity of the said defendant, that William L. Coleman was properly appointed a Trustee to defend this action on behalf of the said defendant, and that the said William L. Coleman filed a general denial in this action on behalf of said defendant and personally appeared at this hearing on behalf of said defendant.

The Court further find, upon the evidence, that the defendant was sane during the period of the commission of the acts constituting gross neglect of duty as charged by the plaintiff; that no proceedings have been instituted to determine the sanity or insanity of the defendant, nor has any guardian been appointed for the defendant.

The Court further find that the defendant, Stanley H. Bond, has been guilty of gross neglect of duty toward the plaintiff, as alleged in the petition; that by reason thereof the plaintiff, Violet C. Bond, is entitled to a divorce, as prayed for.

It is therefore ordered, decreed and adjudged that plaintiff, Violet C. Bond be and hereby is granted a divorce from defendant, Stanley H. Bond and the marriage contract is hereby dissolved and both of the parties hereto released from its obligations.

The Court further find that an investigation was caused and reported to the Court as provided in Section 8003-9, General Code of Ohio.

It is further ordered that the custody, care, education, and control of the said children of the parties

hereto be, until further order, confided to the said plaintiff exclusively. It is hereby ordered that the defendant have the privilege of visiting said children at any reasonable time.

And the court find that the plaintiff is the owner of the following real estate not heretofore disposed of, to-wit, a remainder interest in 45 acres in Liberty Township, Hardin County, Ohio, as recorded in Deed Volume 187, page 246, Records of Hardin County, Ohio, and the same is hereby restored to her divested of all and every claim, title and interest by dower or otherwise of her said husband.

And it is further ordered and adjudged that said plaintiff do also have, possess, and enjoy all her wearing apparel, household and kitchen furniture now in the possession of said plaintiff, and a claim due her from William E. James and Mildred James Moore upon the death of one Nellie G. James, divested of all and every claim, title, interest or otherwise of her said husband.

It is further considered by the Court that the said plaintiff pay the costs of this proceeding.

F. LeRoy Allen
JUDGE.

APPROVED:
Myers & Hoopes
Attorneys for Plaintiff
William L. Coleman
Trustee for Stanley H. Bond.

JOURNAL ENTRY.

John B. Haines,
Plaintiff,
-vs-
Hester Wall,
Defendant.

Case No. 17164
Filed April 4 1953

Upon the oral motion of the attorneys for the Defendant and for good cause shown the Defendant is granted an extension of time within which to plead until April 13, 1953.

F. LeRoy Allen
JUDGE.

JOURNAL ENTRY.

The Union County Federal Savings
and Loan Association of Marysville,
Marysville, Ohio,
Plaintiff,
-vs-
Sam Berry, Jr., and Doris Mae Berry,
Defendants.

Case No.
Filed April 4 1953

Case dismissed, cost paid, no record.

F. LeRoy Allen

APPROVED:
Sanders & Grigsby
Attorneys for Plaintiff.

JOURNAL ENTRY.

Betty Brown,
Plaintiff,
-vs-
Laurence Brown,
Defendant.

Case No. 17229
Filed April 2 1953

Temporary restraining order granted as prayed for.

F. LeRoy Allen
Common Pleas Judge

JOURNAL ENTRY.

Frank Hatfield,
Plaintiff,
-vs-
The Unknown heirs of Anna Louck, et al.,
Defendants.

Case No. 17231
Filed April 4 1953

ORDER FOR PUBLICATION FOR UNKNOWN HEIRS OR DEVISEES OF ANNA LOUCK, DAVID LOUCK, JEFFREY LOUCK, AND FLORA MOATS.

This cause came on to be heard and it being made to appear to the court by proper proof that the names and residences of the heirs of Anna Louck, David Louck, Jeffrey Louck and Flora Moats are unknown to the plaintiff, it is ordered that proceedings hereinafter may be had against them without naming them and that they may be served by publication herein, as in other cases of service by publication and designated as the unknown heirs of Anna Louck, David Louck, Jeffrey Louck and Flora Moats, late of Union County and the State of Ohio, deceased which publication shall be made for six consecutive weeks as in other cases.

F. LeRoy Allen
Common Pleas Judge

JOURNAL ENTRY.

The

Case No.
Filed April 4 1953

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY.

Case No.
Filed April 4 1953

The Union County Federal Savings
and Loan Association of Marysville,
Marysville, Ohio,
Plaintiff,
-vs-
Sam Berry, Jr., and Doris Mae Berry,
Defendant.

Case dismissed, cost paid, no record.

F. LeRoy Allen

APPROVED:
Sanders & Grigsby
Attorneys for Plaintiff

ENTRY.

Case No. 17149
Filed April 8 1953

William D. Lee,
Plaintiff,
-vs-
James Neer,
Defendant.

This day this cause settled and dismissed with prejudice to another action and costs paid.

F. LeRoy Allen
JUDGE.

APPROVED:
C. A. Hoopes
Attorney for Plaintiff

JOURNAL ENTRY.

Case No. 17098
Filed April 8 1953

Columbus Production Credit Association,
Plaintiff,
-vs-
Cone Howard, Jr. et al.,
Defendants.

This day this cause came on to be heard upon the Motion of Paul Howard to be made a party defendant in the above proceedings. The Court, for good cause shown, hereby orders that Paul Howard be made a party defendant to this proceeding.

F. LeRoy Allen
JUDGE.

JOURNAL ENTRY.

Case No. 17164
Filed April 4 1953

John B. Haines,
Plaintiff,
-vs-
Hester Wall,
Defendant.

Upon the oral motion of the attorneys for the Defendant and for good cause shown the Defendant is granted an extension of time within which to plead until April 13, 1953.

F. LeRoy Allen
JUDGE.

JOURNAL ENTRY.

Case No. 16632
Filed April 10 1953

Plain City Music Company,
a partnership,
Plaintiff,
-vs-
C. W. Grunden, Jr.,
Defendant.

This cause came on to be heard on the motion of Defendant for an order of satisfaction of the judgment heretofore rendered. The matter was submitted on the stipulation of the parties and the evidence and argument of counsel.

It is hereby ordered, adjudged, and decreed by the Court that the Plaintiff was not obligated to honor the agreement which existed between the Defendant and his tenant concerning the $72.00 which was in the machine when the Defendant returned from Florida.

It is further ordered, adjudged, and decreed by the Court that the Plaintiff was not entitled to apply part of the payment made by the Defendant to the repaying of one-half of the amount advanced by Plaintiff for the payment of the federal tax on the machine and the Court finds that the $55.00 applied by Plaintiff to this repayment should have been applied toward the satisfaction of the judgment.

It is further ordered, adjudged, and decreed that there remains due and unpaid on this judgment the amount of $36.00 plus the difference in interest between 6% and 8% as stipulated by the parties which properly calculated makes the total balance due of the judgment herein as of September 30, 1952 the sum of $44.80 which the Defendant is hereby ordered to pay plus the accrued costs to date.

Exceptions are hereby saved for both the Plaintiff and the Defendant.

James F. Bell
Judge

Gilbert Kirby
Attorney for Plaintiff
Robert X. Allen
Attorney for Defendant.

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY.

Case No. 17033
Filed April 10 1953

Max Fell & Farm Bureau Mutual
Automobile Insurance Company,
Plaintiff,
-vs-
Lester E. Thompson,
Defendant.

This day this cause came on to be heard upon the Application of William L. Coleman, as Attorney for The Farm Bureau Mutual Automobile Insurance Company, and one of the parties Plaintiff to this proceeding, and upon consideration thereof the Court finds that said Motion is reasonable and should be granted.

It is, therefore, the order of this Court that the Journal Entry heretofore entered on the 29th day of July, 1952, dismissing said cause be and the same is dismissed and held for naught and the parties are ordered to enter a new Journal Entry in said proceeding specifically reserving the cause of action as a pending case in favor of the Farm Bureau Mutual Automobile Insurance Company.

F. LeRoy Allen
JUDGE.

APPROVED BY:
William L. Coleman
William L. Coleman,
Attorney for Farm Bureau Mutual Automobile
Insurance Company
C. A. Hoopes
Attorney for Max Fell.

Clifton L. Caryl,
Attorney for Lester E. Thompson.

JOURNAL ENTRY.

Case No. 17238
Filed April 11 1953

Marilee Palmer,
Plaintiff,
-vs-
Ralph Palmer,
Defendant.

The Court being fully advised in the premises finds that motion of the plaintiff for temporary support of the minor child of the parties herein, Diane Palmer, is well taken and hereby orders that a hearing be had on the same on the 25th day of April, 1953, at 10:00 o'clock A. M. in the court room at Marysville, Ohio.

F. LeRoy Allen
Judge.

ENTRY.

Case No. 17238
Filed April 11 1953

Marilee Palmer,
Plaintiff,
-vs-
Ralph Palmer,
Defendant.

The Court being fully advised in the premises hereby orders and directs that said defendant, Ralph Palmer, be restrained from entering the apartment, or from molesting or interferring with the plaintiff, Marilee Palmer, or their minor child in any manner whatsoever.

F. LeRoy Allen
Judge.

JUDGMENT ENTRY.

Case No.
Filed April 11 1953

Malcolm F. Hicks & Lillian M. Hicks,
Plaintiff,
-vs-
Hubert C. Taylor & Myrtle M. Taylor,
Defendant.

This day came the plaintiffs, by their attorney; also appeared in open court, for and on behalf of said defendants, Gilbert Kirby, an attorney at law of this court, and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendants, entered the appearance of said defendants, and waived the issuing and service of process in this action, and confessed a judgment on said note against said defendants, and in favor of said plaintiffs, for Six Hundred Thirty Seven dollars and Fifty 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 from said defendants the sum of Six Hundred Thirty Seven dollars and Fifty cents, being the amount of said note and unpaid interest due thereon from the 1st day of April, 1953, to date of judgment; and also recover their costs herein expended, taxed at $_____, and interest on said judgment at 6% per cent, per annum, from said date of judgment until paid.

F. LeRoy Allen, Judge.

JOURNAL ENTRY.

Case No. 17118
Filed April 13 1953

White Cross Hospital,
Plaintiff,
-vs-
Gottleib Feucht,
Clifton L. Caryl,
Defendants.

This cause having comeon to be heard upon Plaintiff's motion for judgment on the pleadings, against the

Defendant, Gottleib Feucht, and upon the memorandum in support thereof, the Court finds the motion well taken and orders and adjudges that the Plaintiff, White Cross Hospital, recover of the Defendant, Gottleib Feucht, the sum of Three Hundred Thirty Dollars and Thirty-five Cents ($330.35) plus the costs of this action.

Upon further consideration thereof the Court finds that the Defendant, Clifton L. Caryl, has paid to the Clerk of this Court the sum of Four Hundred Ninety Seven Dollars and Fifty Cents ($497.50), monies in his hands, the property of the Defendant, Gottleib Feucht, it is ordered that the Clerk of this Court be and hereby is authorized and directed to pay to the Plaintiff, White Cross Hospital, the sum of Three Hundred Thirty Dollars and Thirty Five Cents ($330.35) from the monies now in her hands on said judgment. The Clerk of said Court is further authorized and directed to pay to the Plaintiff, White Cross Hospital, the sum of Twenty Five Dollars ($25,00) heretofore deposited as security for costs in this suit.

Exceptions noted for all parties.

F. LeRoy Allen
Judge.

APPROVED:
Norman C. Carey By Walter J. Sumer
Attorney for Plaintiff, White Cross Hospital
William L. Coleman
William L. Coleman,
Attorney for Defendant, Gottleib Feucht
Clifton L. Caryl
Attorney for Defendant, Clifton L. Caryl

ENTRY.

Mildred K. Miller,
Plaintiff,
-vs-
John A. Miller,
Defendant.

Case No.
Filed April 13 1953

This day this cause came on to be heard upon the Motion of plaintiff for a temporary restraining order, temporary alimony, Attorney fees and support.

Defendant is hereby restrained and enjoined from disposing of any of his personal property of of the personal property of the parties hereto until further order of this court.

It is further ordered that this matter be for hearing as to temporary alimony, support and attorney fees on the 25th day of April, 1953 at 10' o'clock A. M.

It is further ordered that service of a copy of this entry on defendant shall constitute notice that a restraining order has been granted and as to the time and place of said hearing.

F. LeRoy Allen
Common Pleas Judge.

ENTRY.

Henry H. Blau,
Plaintiff,
-vs-
Howard S. Foust, Jr.,
Defendant.

Case No. 17199
April 13 1953

This cause came on to be heard upon the pleadings and evidence and was submitted to the Court.

And the Court being fully advised in the premises find that the parties hereto have heretofore agreed upon a division of the livestock of said partnership and that said division has been fully executed; that said partnership shall be terminated and that the provision in the contract providing for an arbitrator has been waived.

The Court further find that the partnership debts and court costs as heretofore found by the Court have been paid in full. That the defendant has paid the plaintiff the sum heretofore found due to plaintiff from the defendant and the plaintiff has paid into the joint bank account all the proceeds of the sale of milk to this date.

As to the ownership of certain property the Court find as follows:

That the water heater, gas heater and tubing are the property of plaintiff; that the calf house belongs to plaintiff; that the milk house belongs to plaintiff.

That the following items belong to defendant:

Trophy of Plain City Fair; all milk cans and calf buckets; milk strainer.

The claim of John George which was presented by the defendant and with reference to which the said John George testified at the hearing within is disallowed as a claim against the partnership for the reason that the services claimed to have been rendered were not included in the contract between the plaintiff and the defendant, that said service, if any, were rendered without the knowledge or approval of the plaintiff and that no accounting with reference to the same has been made.

The claim of John N. Schlobach in the amount of $202.50 for combining is not a partnership obligation for the reason that the plaintiff has heretofore paid his share of the amount of said bill to the defendant and that said obligation was created by the defendant without the knowledge or consent of plaintiff.

It is further ordered that the money now in the joint banking account plus an additional amount for milk which will be received within the current week be equally divided between the parties; that the corn and oats now in the elevator at Plain City, Ohio, to the joint credit of the parties be equally divided and that no record be made.

F. LeRoy Allen
Judge.

APPROVED:
C. A. Hoopes
Attorney for Plaintiff
Sanders & Grigsby
Attorney for Defendant.

CONTINUED ON NEXT PAGE.

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

JOURNAL ENTRY.
Miller"s Gold Seal Dairy,
A Corporation,
1829 East 55th Street,
Cleveland, Ohio,
Plaintiff,
-vs-
Glenda Rush,
Rural Route #2,
Richwood, Ohio,
Defendant.

Case No. 17188
Filed April 13 1953

Upon motion of the Defendant and for good cause shown, the Defendant is granted leave to plead in this cause, said pleading to be filed on or before April 21st, 1953.

F. LeRoy Allen
Judge.

APPROVED BY:
C. A. Hoopes
Attorney for Plaintiff
William L. Coleman
Attorney for Defendant.

JOURNAL ENTRY.

Martha Henson, a minor of the age of
18 years, by and through her mother,
Mary Rice, as next friend,
Plaintiff,
-vs-
Clarence W. Henson,
Defendant.

Case No. 17108
Filed April 13 1953

On motion of the Defendant the Answer of said Defendant is hereby dismissed.

This cause then coming on for hearing on the Petition of the Plaintiff, the Court finds from the evidence that Plaintiff is and was for at least one year immediately preceeding the commencement of this action a bonafide resident of the State of Ohio and that she was at least ninety days immediately before commencement of this action a bonafide resident of Union County;

That Martha Henson and Clarence W. Henson were married as in the Petition set forth and that one child, to-wit, Clarence William Henson, Jr., born September 1st, 1952, is the issue of said marriage.

Upon further consideration thereof the Court finds that the Defendant has been guilty of gross neglect of duty toward the Plaintiff and by reason thereof the Plaintiff is entitled to a divorce;

The Court further finds that Defendant has been duly served with summons and a copy of the Petition as required by law, which service is hereby approved, and that the Court has jurisdiction of the cause of action and the parties hereto.

IT IS, THEREFORE, ORDERED, DECREED AND ADJUDGED, that Plaintiff, Martha Henson, is hereby granted a divorce from the Defendant, Clarence W. Henson, and the marriage contract heretofore existing between the parties is hereby dissolved and both of the parties hereto released from the obligations thereof. It is further ordered that the Plaintiff, Martha Henson, shall have the custody of the minor child, to-wit, Clarence William Henson, Jr., that the Defendant, Clarence W. Henson, is ordered to pay the sum of Ten Dollars ($10.00) per week for the support of said child. It is further ordered that the Defendant, Clarence W. Henson, shall have all reasonable rights of visitation. That the Defendant, Clarence W. Henson, shall pay to Clifton L. Caryl, Plaintiff's Attorney, the sum of One Hundred Dollars ($100.00) as fees in this proceeding. It is further ordered that Plaintiff pay the costs herein.

F. LeRoy Allen
Judge.

APPROVEDBY:
Clifton L. Caryl
Clifton L. Caryl
Attorney for Plaintiff
William L. Coleman
William L. Coleman,
Attorney for Defendant.

JOURNAL ENTRY.

Fred E. Lash, Sr.,
Plaintiff,
-vs-
Irma Lash,
Defendant.

Case No. 17200
Filed April 13 1953

This day this cause came on for hearing upon the Petition of the Plaintiff and the Defendant being in default of Answer or Demurrer, the Court finds from the evidence that the Plaintiff is and was for more than one year immediately preceeding the commencement of this action a bonafide resident of the State of Ohio and was for more than ninety days immediately preceeding the commencement of this action a bonafide resident of Union County, Ohio. The Court further finds that the parties were married as in the Petition set forth; that the Defendant has been duly served with summons and a copy of the Petition as required by law, which service is hereby approved, and that the Court has jurisdiction of the cause of action and the parties hereto.

Upon further consideration thereof the Court finds that the Defendant has been guilty of gross neglect of duty toward the Plaintiff and by reason thereof the Plaintiff is entitled to a divorce.

It is therefore ordered, decreed and adjudged that Plaintiff, Fred E. Lash, Sr., be and hereby is granted a divorce from Defendant, Irma Lash, and the marriage contract heretofore existing between the parties is hereby dissolved and both of the parties hereto released from the obligations thereof. It is further ordered that the Defendant be and hereby is barred from any and all claims in and to Plaintiff's property. It is further ordered that Plaintiff pay the costs of this proceeding.

F. LeRoy Allen
Judge.

APPROVED BY:
William L. Coleman
Attorney for Plaintiff.

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY.

Charles Woyan, a minor age 15 years
by Virgil Woyan, his next friend,
Plaintiff,
-vs-
Lawrence Conrad,
Defendant.

Case No. 17213
Filed April 13 1953

Upon motion of defendant in open court he is granted an additional time until the first day of May, 1953, within which to plead in this cause.

F. LeRoy Allen
Common Pleas Judge

APPROVED BY:

Attorney for Plaintiff
Sanders & Grigsby
Attorneys for Defendant.

JOURNAL ENTRY.

Janice Crider,
326 E. 4th St.,
Marysville, Ohio,
Plaintiff,
-vs-
Junior R. Crider,
Marysville, Ohio,
Defendant.

Case No. 17216
Filed April 13 1953

It appearing to the Court that the parties hereto have become reconsiled and are now living together it is ordered that this cause be dismissed without record, costs paid.

F. LeRoy Allen
Judge.

APPROVED:
Lloyd George Kerns
Attorney for Plaintiff
William L. Coleman
Attorney for Defendant.

JUDGMENT ENTRY.

I. P. Faulk,
Plaintiff,
-vs-
Larry Dysart and Ruth J. Dysart,
Defendants.

Case No.
Filed April 13 1953
$341.46

This day came the plaintiff by his attorney; also appeared in open court, for and on behalf of said defendants, Luther L. Liggett, an attorney at law of this court, and by virtue of the warrant of attorney annexed to the note attached to the petition in said cause, shown to have been duly executed by said defendants, entered theappearance 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 $341.46 dollarsbeing the amount of said note and unpaid interest due thereon from the 25th day of May, 1948, to date of judgment; and also recover his costs herein expended, taxed at $_____, and interest on said judgment at 5% per cent per annum, from said date of judgment until paid.

F. LeRoy Allen, Judge.

~~JUDGMENT ENTRY.~~

~~Plaintiff,~~
~~-vs-~~
~~Defendant.~~

V O I D

JOURNAL ENTRY.

Marion Wilcox,
Plaintiff,
-vs-
Louise L. Wilcox,
Defendant.

Case No. 17204
Filed April 14 1953

This day this cause came on to be heard upon the application of the Defendant for temporary custody of the minor children and upon the application of the Defendant for counsel fees and expense money and upon consideration thereof the Court orders as follows:

1. That the parties vacate the premises where they are now living on or before Tuesday, April 14th, 1953.
2. That the temporary custody of the minor children of the parties hereto be confided to the Defendant, subject, however, to suitable living quarters being found for the Defendant and the minor children and in lieu of the finding of suitable living quarters then the minor children to reside with the Plaintiff and his mother temporarily until living quarters are available.
3. That the rental for living quarters for the Defendant and the minor children be paid from the money now in the hands of the Clerk of this Court.
4. That the Plaintiff pay the Defendant the sum of Twenty Five Dollars ($25.00) per week for the support and maintenance of said minor children.
5. That the Clerk of this Court pay the attorney for the Plaintiff and the Defendant, each in the sum of One Hundred Dollars ($100.00) as payment on counsel fees, that said payment be made out of the money in her hands.
6. That all payments made by the Clerk of this Court to date be confirmed and that in addition thereto the Clerk be authorized to pay the following obligations:
   1. Oak Grove Stock Farm - Paul Smith 734.32
   2. Dr. V. E. Humm, Veterinarian 5.60

3.	Farmers National Bank, Plain City	50.00
4.	F. & R. Lazarus & Co.	100.00
5.	Brown Bros, Marysville, O.	12.61
6.	Madison Co. Farm Bureau Coo.	551.06
7.	Jackson's Store, Plain City, O.	9.74
8.	Nau Grain Company, Plain City, O.	81.18
9.	Penn Oil Col, Marysville, O.	187.29

It is further ordered that the balance of money in the hands of the Clerk of this Court be retained by her, all until further order of the Court.

F. LeRoy Allen
Judge.

APPROVED BY:
William L. Coleman,
William L. Coleman,
Attorney for Plaintiff
Luther L. Liggett
Luther L. Liggett,
Attorney for Defendant.

JOURNAL ENTRY.

In the matter of the Transfer of Funds of the Board of Township Trustees, Paris Township, Union County, Ohio.

Case No.
Filed April 15 1953

This cause came on to be heard on the Petition of the Board of Township Trustees, Paris Township, Union County, Ohio for the transfer of Twelve thousand dollars ($12,000.00) from the general fund to the road improvement fund, and the Court finds that notice of the filing of the Petition and of this hearing has been given as required by law, that the Petition states sufficient facts, there are good reasons, or the necessity exists for the transfer of said funds, and that no injury will result therefrom.

It is therefore ordered that the petitioner transfer Twelve thousand dollars ($12,000.00) from the general fund to the road improvement fund as prayed for in the Petition, and it is further ordered that the petitioner pay all costs of this proceeding.

F. LeRoy Allen
F. LeRoy Allen - Judge.

ENTRY.

Ruth Kelley,
R. #1, Marysville, Ohio,
Plaintiff,

-vs-
William E. Kelley,
442 E. State St.,
Marion, Ohio,
Defendant.

Case No. 5-17201
Filed April 15 1953

This 15th day of April, 1953 this cause came on to be heard upon the petition of plaintiff and the evidence, and the defendant having been duly served with summons and a copy of the petition herein and having failed to appear and being in default for answer or demurrer to said petition, the Court finds the allegations thereof are confessed by him to be true.

The Court further find that plaintiff at the time of filing her petition had been a resident of the State of Ohio for more than one year last preceding the same and was at that time and for more than three months last preceding the filing of the same a bonafide resident of Union County, Ohio, and that the cause of action arose in said Union County; that the parties hereto were married as in said petition set forth and there are no children issue of this marriage.

The Court further find on the evidence adduced that defendant has been guilty of gross neglect of duty to the plaintiff and by reason thereof plaintiff is entitled to a divorce as prayed for. It is therefore ordered, adjudged and decreed that the marriage contract heretofore existing between the said Ruth Kelley and William E. Kelley be, and the same hereby is, dissolved and both parties are released from the obligations of the same.

It is further ordered that the plaintiff shall have all of the household goods, furnishings and equipment now located in the premises formerly occupied by both parties, free from any claim title or interest of the defendant therein. It is further ordered that the defendant pay to the plaintiff, through the Clerk of this Court, the sum of $250.00 within thirty days of the date of this decree, the plaintiff to have a lien on the automobile and outboard motor now the property of and in the possession of defendant until said sum of $250.00 is paid in full; the defendant, upon said payment to thereupon have and hold said automobile and outboard motor free from any claim, title or interest of the plaintiff therein.

It is further ordered that a certified copy of this decree be served on the defendant, and that plaintiff pay the costs of this proceeding.

F. LeRoy Allen
Judge.

APPROVED:
Myers & Hoopes
Attorneys for Plaintiff.

VERDICT FOR DEFENDANT.

January Term, A. D. 1953

G. H. Dean,
Plaintiff,

-vs-
John J. Butler,
Defendant.

Case No. 17202
Filed April 14 1953

Civil Action - Verdict for Defendant.

We, the Jury, being duly impaneled and sworn and affirmed, find the issues in this case in favor of the Defendant, John J. Butler.

And we do so render our verdict upon the concurrence of Nine members of our said jury, that being three-fourths or more of our number. Each of us said jurors concurring in said verdict signs his name hereto this 14th day of Apr., 1953.

James R. Smith	Chester Coe	Norma Canter
Fred Fox	Edward Yarrington	Ruth Graham
Geneva Stierhoff	Byers Denny	Walter Cummins

IN THE COURT OF COMMON PLEAS, UNION COUNTY, OHIO.

ENTRY.

Columbus Production Credit Association,
Columbus, Ohio,
Plaintiff,

-vs-
Damon Phelps, Virginia Phelps, et al.,
Defendants.

Case No. 17235
Filed April 10 1953

This day came the plaintiff by its Attorneys; also appeared in open court for and on behalf of said defendants Damon Phelps and Virginia Phelps, William L. Coleman an Attorney at Law of this Court, and by virtue of the warrant of attorney annexed to the notes set forth in the petition of plaintiff copies of which were marked Exhibit "A", "B" and "C", shown to have been duly executed by said defendants, entered the appearance of said defendants and waived the issuing and service of process and summons in this action, and confessed a judgment on said notes against said defendants Damon Phelps and Virginia Phelps and in favor of said plaintiff for the sum of twenty four thousand six hundred forty three ($24,643.32) dollars being the amount of principal and interest due on said notes, and for the cost 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 from said defendants Damon Phelps and Virginia Phelps the sum of twenty four thousand six hundred forty three 32/100 dollars ($24,643.32) being the amount of said notes computed at the rate of 5½% per annum to the 10th day of April, 1953. It is further ordered that said judgment bear interest at the rate of 5½% per annum from the 10th day of April, 1953, until paid and that plaintiff also collect its costs herein expended.

F. LeRoy Allen
Common Pleas Judge.

ENTRY.

Columbus Production Credit Association,
Columbus, Ohio
Plaintiff,

-vs-
Cone Howard, Jr., et al.,
Defendants.

Case No. 17098
Filed April 16, 1953

This day this cause came on to be heard upon the application and Cross Petition of the Defendant, Damon D. Phelps, and the Answer to said Cross Petition filed by the Defendant, Catherine Howard, and her Cross Petition and the Cross Petition of the Defendant, Paul Howard, and upon consideration thereof the Court finds the issues joined in favor of the Defendant, Damon D. Phelps.

The Court finds that the Defendant, Damon D. Phelps, has a ggod and valid lease on the farm described in Plaintiff"s Petition and in the Cross Petition of the Defendant, Damon D. Phelps, that said lease continues for a period of time to and including March 1st, 1954.

Upon further consideration thereof the Court finds that the lease of the Defendant, Paul Howard, is void and held to be a nullity.

It is, therefore, ordered, adjudged and decreed by the Court that Damon D. Phelps remain in possession on said farm under the terms of his lease until March 1st, 1954 and that the defendant, Paul Howard, or his agents, be barred from entering on said farm and that the lease of the said Paul Howard be held null and void.

It is further ordered that the costs of this proceeding be taxed against the Defendant, Catherine S. Howard, and the Defendant, Paul Howard.

Exceptions noted for the Defendant, Catherine S. Howard, and the Defendant, Paul Howard.

F. LeRoy Allen
Common Pleas Judge.

ENTRY.

Sheriff - Goslin Roofing Company Inc.
Battle Creek, Michigan.
Plaintiff

-vs-
Albert Lee Seely and Mildred Seely,
Route #1, Ostrnader, Ohio.
Defendants.

Case 17218
April 23, 1953

Defendatns being in default of answer, motion or other pleading, judgment is hereby rendered in favor of plaintiff and against defendants in the sum of $237.60, and costs as prayed for in the Petition herein.

Marion B. Owens
Common Pleas Judge.

IN THE COURT OF COMMON PLEAS UNION COUNTY, OHIO

ENTRY.

Mae Doudna - Plaintiff

Case 17209
April 25, 1953

-vs-

North E. Doudna - Defendant

This day this cause came on to be heard upon the petition of the plaintiff and the evidence and the Court find that the defendant has been duly served with summons and a copy of the petition and is in default for answer and demurr ,thereto and that the allegations of said petition are thereby confessed by him to be true.

The Court further find that the plaintiff at the time of filing her petition had been a resident of the State of Ohio and of the County of Union for more than one year last past; that the parties were married as in the petition alleged and that no children were born of said marriage.

The court further find that the defendant has been guilty of gross neglect of duty toward the plaintiff and that by reason thereof the plaintiff is entitled to a divorce as prayed for in the petition.

It is therefore ordered and adjudged that the marriage relation now existing between the said parties be, and the same hereby is, vacated and dissolved, and both parties are relieved from the obligations thereof.

The Court further find that prior to this date the parties have entered into an agreement in writing for a disposition of their respective property rights in the words and figures following, towit:

Separation Agreement

This agreement made this ____day of March, 1953, by and between North E. Doudna and Mae Doudna, husband and wife, witnesseth:

That whereas unfortunate differences have arisen between said parties rendering it impossible for them to live together, it is agreed that they will henceforth live separate and apart.
And said parties, desiring to adjust their property rights do hereby agree as follows: Mae Doudna will execute a deed for her interest in their farm of one hundred one and 36/100 acres in Taylor Township, Union County, Ohio, to North E. Doudna; that she will also join with North E. Doudna in a mortgage on said farm to be obtained by him for the purpose of making the payments hereinafter described; that upon the execution of said deed and mortgage the said North E. Doudna will pay to Mae Doudna the sum of $7125.00 and to C. A. Hoopes the sum of $250.00. That the said Mae Doudna shall have all of the household goods of the parties excepting the personal effects of the said North E. Doudna; that the said Mae Doudna shall retain the proceeds of the chattel property recently sold by her and the said North E. Doudna shall retain the proceeds of the chattel property recently sold by him; that the said North E. Doudna will pay the full amount of the note for $500.00 held by the Richwood Banking. Company.

It is further agreed that if a divorce should be granted in a suit now pending in the Court of Common Pleas of Union County, Ohio, the terms of this agreement shall be made a part of said decree with the approval of the Court and upon compliance with the terms of this agreement both parties shall be released from all further obligations by the way of alimony, dower and all other rights arising or growing out of the marital relations between said parties.

In Witness Whereof, the parties hereto have hereunto subscribed their names on the day and year first above written.

In the presence of:

_____
Mae Doudna

_____

_____

_____
North E. Doudna

The Court further find that the terms and provisions in said contract are fair and equitable and does hereby confirm the same and it is ordered that upon the terms of said contract being complied with that both parties be relieved from any further obligations toward the other and it is ordered that the defendant pay the costs of this proceeding

F. LeRoy Allen
Common Please Judge

ENTRY.

Darlen Davis, a monor, age 19,
by Lula D. Dillon
her next friend Plaintiff

Case 17247
April 25, 1953

-vs-

Richard Davis - Defendant

Upon application of the plaintiff it is ordered that the defendant Richard Davis be, and he hereby is, enjoined from interfering with the plaintiff in any way or in interfering with her possession of their child in any way during the pendency of this action and that notice of this order be served upon the defendant by the Sheriff delivering to him a certified copy hereof.

F. LeRoy Allen
Common Pleas Judge

ENTRY.

Darlen Davis, a monor, age 19,
by Lula A. Dillon
her next friend Plaintiff

Case 17247
April 25, 1953

-vs-
Richard Davis - Defendant

On motion of the defendant it is ordered that there be a hearing upon the plaintiff"s application for temporary alimony in the court room at the courthouse in Marysville, Ohio, on Saturday, May 2, 1953, at 1000 AM and that notice of said hearing be served upon the defendant by the Sheriff delivering him a certified copy of this order.

F. Leroy Allen
Common Pleas Judge