JUSTICE'S
CIVIL
DOCKET

FROM THE PUBLISHING HOUSE

ALL KINDS OF
BOOKS
—AND—
BLANKS
—FOR—
County, Township and Municipal Officers,

—OF—

E. L. Barrett & Sons,

SPRINGFIELD, O.,

WHOLESALE

ALL KINDS OF
BOOKS
—AND—
BLANKS
—FOR—
Justices of the Peace
—AND—
School Officers.

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PLEASE OBSERVE.

This book is substantially bound; and its durability will be secured by care in the following particulars:

1st. The book should not be kept standing on its end, but laid flat on its side until well seasoned.

2d. While it is yet new, it should have other books laid upon it, to keep it pressed down, and prevent the covers from warping while seasoning, especially if kept in a warm, dry room.

3d. The back should not be strained by laying papers, letters, etc., in the book and then shutting it up; or by rough handling when open.

The durability of any blank book will be much increased by observing the above directions.

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to be entered herein, w

In pursuance of t

as surety for the above

against

of said Judgment, inte

day of

delivered the same to

Execution returne

FOR TOWNSHIP.

, 18 , the Defendant in the above case came and by

his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires

J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

53.07
46.13
18.06

117.26
1.80

119.06

Judgment had on the within for $1.80 July 2nd 1888 Docket C Page 42
J. P. McDowell J.P.

Statement

Plain City, O., May 16 1888.

Mr. Calvin Evansole.

IN ACCOUNT WITH **E. WALZ,**

DEALER IN

Hardware and Agricultural Implements, Buggies and Wagons, Etc.

Mch	28	To Amps.		1	25	
April	12	" mdse			55	1 80

Judgment had on the
within July 21 1888
for $46.13 Docket C Page 42
J. P. McDowell J.P.

$ 45 83/100

May 3 the 1888

One dollar after date I promise to pay to the order of Ed Walz

Forty five 83/100 Dollars

at if not Paid was due interest at 8 pr ct.

Value received

No. Due June 3th

Ed Walz

Fob 4 the Paid on
the within date
$4.53
Judgment had on the
within for $18.02 in Docket
C page 42
J. P. McDowell J.P.

$ 26.92/100 Plain City 8 June 1887

Thirty days after date I promise to pay to the Order of Ed. Waltz.

Twenty with 5% interest from date 92/100 Dollars.

Value received

No

Col Enderle

Received April 25/1888
Fifty Dollars in within

Judgment had on the within July 2nd 1888 for $53.07 Docket C Page 42
J. P. McKowell J.P.

$101 38/100

Plain City, O. March 19th 1888

30 Days after date, as principal debtors, we jointly and severally promise to pay to Ed Walt Plain City Bank, or order, at Plain City Bank, Plain City, O.

One hundred and Twenty eight Dollars,

for value received. at 8 pr ct interest after Due

And we hereby dispense with the demand of payment of this Note, and authorize any Attorney-at-Law to appear for us, or either of us, at any time after the same shall become due, in any Court of Record in the State of Ohio, or elsewhere, and waive the issuing and service of process, and confess judgment against us, or either of us, in favor of the holder or holders of this Note, for the amount of said Note, with 8 per cent. interest, payable annually after the same shall become due, and, if the interest be not paid annually, to become as principal, and bear the same rate of interest, together with costs of suits, and release all errors and waive all right of appeal in this behalf.

Witness our hands and seals this 19 day of March 1888

Due 4/19

Ed Emerick

SEAL

SEAL

SEAL

WILSTACH, BALDWIN & CO., STATIONERS, 141 AND 143 RACE ST., CIN.

October-2 8 - 1886

$5 00 Dollars Paid
on Note

$5 00 Dollars Paid
December 4-1886

January-10-1887
Cash $1 00 dollar

April 15th 1895

Thirty Days After
Date I Promised to
Pay to the Order Of
Frank Kraus
Thirty Dollars $30.00
For value received
R W Pardoe

Re I certify that
Wm Philip Schweikert
is not able to attend
Court this day
Plain City O
August 21st 1888
J W Gardner M D

Class Constitution

Resolved that we adopt the model Constitution or new movement constitution it being understood that blanks under articles 1 and 6 are to be filled in as we may decide

New model class constitution

Article I Name— The name of this class shall be

Article 2— Federation:— This class shall be auxiliary to the state and international Federation of organized Bible classes.

Article III Object— The object of the class shall be Bible Study, christian culture, social intercourse, friendly service and aggressive effort to bring adults into the Sunday school and church.

Article IV Loyalty:— It is the aim and purpose of this class to ever be and remain loyal to the Sunday school and church of which it is a part, and to continually work in harmony with them.

Article V. Officers— The officers of this class shall consist of a teacher, President, vice-president, Secretary and Treasurer. These officers, together with the chairman of the Standing committees shall constitute an executive committee

The officers of the class shall be elected at the first business meeting of the years.

The election of the officers shall be by ballot; a majority of the members present being required to elect each officer.

Article VI Membership.

Any man between the ages of and may become a member of this class by attending its meetings and signifying a desire to join.

Article VII Meetings of the class.- There shall be a meeting of the class every Sunday at the usual Sunday school hours for the study of the bible.

A regular meeting of the class shall be held on the first Monday evening of January, April, July and October at 8 o'clock P.M. Sun time.

Special business meetings of the class may be called at any time by the President, teacher or any five members of the class by giving notice to the class or on the Sunday previous to the proposed meeting.

One third of the members enrolled shall constitute a quorum for the transaction of business.

Article VIII. Committees.- Standing committees of the class shall be as follows;

1 Membership Committee, 2 Reception Committee
3 Devotional committee. 4 Entertainment "
5 Visitation "

The Chairman of each committee shall be elected by the class. Each chairman shall choose his own assistants.

Special committees may be appointed from time to time by the executive committee or elected by the class.

Vacancies in committee chairman may be filled at any time by the Executive committee

Article IX Meetings of committees - Meeting of the Executive may be called at any time by the class President or the the teacher of the class.

The standing committee maybe called at any time by its chairman or the teacher or President of the class may call a meeting of any one or more of the committees.

Article X. Duties of Officers and Committees.

Section 1. - The teacher shall have charge of the lesson. He shall be ex officio member of each committee.

Section 2 The President shall preside at all meetings and call special as provided by article VII

Section 3. - The Vice President shall take the President's place in his absence.

Section 4. - The Secretary shall keep a record of all business meetings of the class, also shall keep an account of the attendance of the class each Sunday and of the contributions.

Section 5. - The Treasurer shall have charge of all moneys of the class. He shall pay all bills as ordered by it, and be prepared to make reports to the class at its business meetings stating moneys received and disbursed.

Section 6. The Executive committee shall have general ~~charge~~ supervision of the work ~~of~~ connected with the class, devising ways and means of increasing the interest, attendance and general welfare

Section 7. The membership committee shall have general charge of the work of building up the class, securing new members and introducing them to one and another.

Section 8. The reception committee shall see that each one attending the class shall receive a hearty welcome, and shall endeavor to make strangers acquainted with one another and with the class

Section 9. The Devotional committee shall look after the spiritual interests of the class.

Section 10. The entertainment committee shall provide music for the class and have charge of all socials and other entertainments that may be given by it.

Section 11. The Visitation committee shall do do or have oversight of the visitation of the sick and other absentees.

Article XI. Amendments. This constitution may be altered or amended at any regular meeting of the class by a two thirds vote of the members present.

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THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Before J. P. McDowell Justice of the Peace.

No. 1 Amount Claimed, $117.67

May 16" 18 88

Ed Waly Pl'ffs.

vs.

Col. Eversole Def'ts.

Judgment, $19.06

The Plaintiff filed his Affidavit for Attachment bill of particulars which is in substance as follows: sworn to May 16" 1888

The said plaintiff Ed Waly makes oath that the claim this action is on three promissory notes and book acct and the said Ed. Waly also makes oath that the said claim is just and that the said plaintiff ought as the said deponent believes to recover thereon one hundred and seventeen and 67/100 dollars, He also makes oath that the defendant Calvin Eversole has absconded with the intention of defrauding his creditors from his place of residence in Union County, Ohio and affiant further says that the property sought and about to be attached is not exempt from execution and is not the personal earnings of ~~him or~~ said defendant, nor the personal earnings of his minor child or children, for services rendered within three months prior to the commencement of this action of the Plaintiff

Signed Ed Waly

Plaintiff asked summons and order of attachment
Issued Summons and order of Attachment, returnable May 21" A.D. 1888 at 8 o'clock A.M. May 16" 1888
Return of summons. Received this writ May 16" 1888 and served the same on the within named Col. Eversole on the same day by leaving a certified copy at his late place of residence. Service 25 mileage 35 copy 25 = 85
Return of order. May 16" 1888 at 1 o'clock P.M. I received this order and May 16" 1888. I went to the place where the defendants property described in the annexed inventory and appraisement was found and there in the presence and hearing of William Martin and Isaac Warner two credible persons at 2 o'clock P.M. of the same day did declare ~~of this~~ that by virtue of this order I attached said property at the suit of Ed Waly and did then and there attach it, and then with William Martin and Isaac Warner two householders of the County of Union after administering to them an oath to ~~truly~~ inventory and appraise said property made a true inventory and appraisement of said property signed by me and said householders is annexed and returned with order said property now remains in my custody

per service 40
mileage 35
sum. Appr. 100
Appr. 200
Total 400

signed John Riley Constable

undertaking filed

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons	25			
Affidavit	40			
Order of	40			
Undertaking	40			
Subpœna Names				
Swearing Witnesses				
Adjournment	20			
Filing 4 Papers	20			
Record 500 Words	75			
Judgment	40			
Satisfaction	20			
Bail for Stay				
Execution and Filing				
Trans. and Certificate				
Telephoning	25		3.45	

CONSTABLE'S FEES.				
Sum., Serv., and Mileage	85			
Sub., Serv., and Mileage on order of Att	3	00		
Sum. Appraisers	1	00		
Schedule and Bond				
Serv. Garnishee				
Att. Trial	1	00		
Sum., Jury and Mileage			5.85	
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Ex. and Per Cent.				

WITNESSES.				
publication	1	50		

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At the time set for Trial by agreement the case was continued to May 21st 1 P.M.
May 21st 1888 1 P.M. It appearing to be evident that the defendant Cal. Eversole had left his late resi-
dence, a legal summons had not been had upon him the case was adjourned forty days
for publication till July 2nd 1888 at 8 A.M.

July 2nd 1888 At the time appointed and produced 3 copies of the Marysville Tribune as evidence of publication the plaintiff appeared and after waiting one hour the defendant failed to appear The Plaintiff demanded judgment for one hundred and nineteen 00/100 dollars the amount of his claim, which the amounts of three notes and a book account

Therefore it is considered by me that Ed. Walz recover of the defendant Cal. Eversole one hundred and nineteen and 00/100 dollars debt and interest at 8% and his costs as taxed in the margin of this case, and costs that accrue

J. C. McDowell J.P.

Rec'd June 7th from above attachments from H. S. Black attorney thirty seven and 14/100 ($37.14) dollars

Ed. Walz

Rec'd Record Marysville C.

1/2 the costs in above case paid by Mrs Eversole and 1/2 out of amount allowed the plaintiff.

, 18 . the Defendant in the above case came and by

his surety, resident of the County, approved by me as

good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } J. P. } Stay of Execution expires 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P.

for Dollars and

cents, and costs taxed

and the said

intends to appeal

therefrom to the Court of Common Pleas of

County. Now, therefore, I,

of do hereby

promise and undertake to the said

in the sum of

Dollars,

that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

D A Kramer
vs
Col. Eversole
Filed July 2nd 1880
judgment had on the
within note July 2 1880
Docket C Page 42
Justice's Fee 60
J. P. McDowell J. P.

Lien Mord

$100.00 Plain City O January 11th 1887

one year after date I promise to pay to
the order of Jim Ward the sum
of sixty Dollars Dollars
Value received
at eight per cent
No Due Interest

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

T-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

D A Kramer

Pl'ff's.

vs.

Cal. Eversole

Def'ts.

Judgment, $ 67.60

Before J. P. McDowell **Justice of the Peace.**

No. 2 *Amount Claimed, $* 66.46

The Plaintiff filed May 16" 18 88 and supplemental to his affidavit for attachment *bill of particulars which is in substance as follows:* The said plaintiff D A Kramer makes oath makes oath that the claim in this action is on a promissory note and the said D A Kramer also makes oath that the said claim is just, and that the said plaintiff ought as he the deponent believes to recover thereon sixty six and 66/100 dollars. He also makes oath that the said defendant has absconded with intent to defraud his creditors, has left this County his of residence to avoid the service of a summons or has assigned removed or disposed of or is about to assign remove or dispose of his property within intent to defraud his creditors, and affiant further says, that the property sought and about to be attached in this action is not exempt from execution and is not exempt from execution and is not the personal earnings of the said defendant, nor the personal earnings of his minor children, for services rendered within three months prior to the commencement of said action of the plaintiff (Signed) D A Kramer

Plaintiff asked for a ~~Summons~~ and order of attachment which I issued May 16" 1888 and gave to John Riley Constable

May 16" Return of Summons

Received This writ May 16" 1888 and served the same on the within named ~~D A K~~ Calvin Eversole personally on the same day by leaving a certified at his residence

fees service 25 mileage 35 copy 25 = 85

Signed John Riley Constable

Return of Order

On the 16th day of May A.D. 1888 I went to the place where the described in an inventory and appraisement made under a order of attachment in the action of Ed Kalb against Cal. Eversole and served on the within 16" day of May 1888 at 2 o'clock P.M. and there at the same time and in the presence and hearing of William Martin and Isaac Varner two credible persons did declare that by virtue this order I attached said property and did then and there attach it as in my hand subject to said prior attachment

service 40
mileage 35
Copy 25
100

John Riley Constable

Undertaking for attachment filed

JUSTICE'S FEES.		Plff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons			25		
Affidavit			40		
Order of Att.			40		
Undertaking			40		
Subpœna	Names				
Swearing	Witnesses				
Adjournment			20		
Filing 4	Papers		20		
Record 500 Words					
Judgment			40		
Satisfaction			25		30
Bail for Stay					
Execution and Filing					
Trans. and Certificate					

CONSTABLE'S FEES.			
Sum. Serv., and Mileage		85	
Order of Att. Sub., Serv., and Mileage		1 00	
Sum. Appraisers			
Schedule and Bond			
Serv. Garnishee			
Att. Trial		1 00	2 85
Sum., Jury and Mileage			
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Ex. and Per Cent.			

WITNESSES.			
Publication		1 50	

T, FOR Jerome TOWNSHIP.

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At the time set for trial, by consent, the case was continued until 1 P.M. same day. One o'clock P.M. time set for trial case was called and it appearing evident that the defendant had left the his late place of residence so that a legal summons had not been had upon him the case was adjourned till July 2nd for publication at 8 A.M.

July 2nd 1888 The plaintiff appeared and after waiting one hour ~~and~~ the ~~failed~~ defendant failed to appear. The plaintiff produced 3 copies of the Marysville to prove publication and it appearing that the defendant has actually absconded I find that the above affidavit is true.

Plaintiff asked judgment for the amount of the above ~~judgment~~ named note $67.60

Therefore it is considered by me that O. A. Kramer recover of the defendant Sal. Eversole the sum of sixty seven and 60/100 dollars debt and his costs as taxed in the margin, and interest at 8% and costs that accrue

J. P. McDowell J.P.

Rec'd on above attachment June 7th 1889
Twenty one and 09/100 $21.09 dollars
Amount of Execution for
O. A. Kramer

— In C.P. Record Mary Patterson
1/2 the costs in above case paid by Mrs Eversole and 1/2 by plaintiff leaving for him amt as above

, 18 , the Defendant in the above case came and by

his surety, resident of the County, approved by me as

good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires
J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of

A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P.

for Dollars and

cents, and costs taxed

and the said

intends to appeal

therefrom to the Court of Common Pleas of

County. Now, therefore, I,

of do hereby

promise and undertake to the said

in the sum of

Dollars,

that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

Jacob Kramer

vs

Cal. Eversole

Judgment Rad on the within note July 12 1888 for $41.60 & Costs page 76

J. P. McDowell J.P.

September the 19 1867

thirty days after date I promise
to pay to Jacob Keener the
sum of forty dollars for
value received of him

C. C. Everole

THE STATE OF OHIO,
Union COUNTY, SS.

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Jacob Kramer
Pl'ffs.

vs.

Cal. Eversole
Def'ts.

Judgment, $41.65

JUSTICE'S FEES.		Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons			25		
Affidavit			40		
Order of Att			40		
Undertaking			40		
Subpœna	Names				
Swearing	Witnesses				
Adjournment			20		
Filing 4	Papers		10		
Record 500	Words		75		
Judgment			40		
Satisfaction			80	3	20
Bail for Stay					
Execution and Filing					
Trans. and Certificate					

CONSTABLE'S FEES.			
Sum., Serv., and Mileage order of Attachment		85	
Sub., Serv., and Mileage		1 00	
Sum. Appraisers			
Schedule and Bond			
Serv. Garnishee			
Att. Trial		1 00	
Sum., Jury and Mileage			
Copies			
Ex. and Per Cent.			

WITNESSES.			
Publication		1 50	

Before J. P. McDowell Justice of the Peace.

No. 3 *Amount Claimed, $40.60*

May 16 1888

The Plaintiff filed his affidavit for attachment *bill of particulars which is in substance as follows:* The Plaintiff Jacob Kramer makes oath That the claim in this action is on a promissory note and the said Jacob Kramer also makes oath that the said claim is just and that the said plaintiff ought as he the deponent believes to recover thereon forty and 60/100 dollars. He also makes oath that the defendant Cal Eversole ~~ought~~ has absconded with intent to defraud his creditors has left the County of his residence to avoid the service of a summons ~~aforesaid~~ or has assigned removed or disposed of or is about to assign remove or dispose of his property with intent to defraud his creditors, and affiant further says ~~that~~ that the property sought and and about to be attached in this action, is not exempt from execution and is not the personal earnings of the defendant or the personal earnings his minor child or children for services rendered, within prior to the commencement of said action of the plaintiff (signed) Jacob Kramer

Undertaking filed and plaintiff asked for a summons and an order of Attachment which I issued May 16th 1888. and gave to John Riley, Constable May 16th Return of summons.

Received this May 16th 1888 and the same on the within named Cal. Eversole on the same day personally by leaving a certified copy at his late place of residence

Constable's fees
service 25 mileage 35 Copy 25 total 85 cts

(signed) John Riley Constable

Return of Order. On the 16th Day of May A.D. 1888 I went to the place where the property described in an inventory and thereof made on the 16th day of May A.D. 1888 at 2 o'clock P.M. under orders of attachment made in the action of Ed. Haly et. al. there at the same time and place and in the presence and hearing of the same persons did declare that I attached said property, and did attach it as in my hands subject to said prior attachments.

service 40
Mileage 35
Copy 25
Total 100

(signed) John Riley Constable

T, FOR Jerome TOWNSHIP.

of the Peace.

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May 16th 1888 by consent the case was continued to 1 P.M.
May 16th 1888 1 P.M. It appearing that the defendant Val. Eversole had left his late place of residence and that a legal service could not be had upon him, so that I adjourned the case till July 2nd 1888 for publication at 8 A.M.
July 2nd 1888 The plaintiff appeared and after waiting one hour the defendant failed to appear. The plaintiff produced 3 copies of the Marysville Tribune as proof of publication, and the note as proof of the debt And being generally known that the defendant has actually absconded it appears that the affidavit was well taken. the plaintiff demanded judgment for $41.68 the amount of above note

Therefore it is considered by me that the ~~Def~~ Plaintiff Jacob Kramer recover of the defendant Val. Eversole the sum of forty one 68/100 dollars debt in default. The ~~sum of~~ and his costs herein taxed in the margin of this case and interest at 6% and costs that accrue

J. P. McConnell J.P.

Rec'd on attachment fifteen Thirteen (13.00) dollars
June 7th 1889
Howard & Beeck. Att'ys for Jacob Kramer
See C.P. Record Marysville O.

½ the above costs costs paid by Mrs Eversole and ½ by amt. allowed plaintiff leaving amt as above

, 18 , the Defendant in the above case came and by

his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires

J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of

A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P.

for Dollars and

cents, and costs taxed

and the said

intends to appeal

therefrom to the Court of Common Pleas of

County. Now, therefore, I,

of do hereby

promise and undertake to the said

in the sum of

Dollars,

that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

J. T. Black & Col Eversole
Judgment had on
the within note
July 2nd 1868 ~~for~~ for $35:
Docket D page 18
J. P. McDowell J.P.

No. Plain City O. 4/28 1888

One day after date, I promise to pay to the order of J. Black

at Fifty four and three quarters DOLLARS,

100

Value Received.

$35.00 Due Ed Ellsworth

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

J T Black — *Pl'ffs.*

vs.

Cal. Eversole — *Def'ts.*

Judgment, $ 35

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit		40		
Order of		40		
Undertaking		40		
Subpœna Names				
Swearing Witnesses				
Adjournment		20		
Filing 3 Papers		15		
Record 500 Words		75		
Judgment		40		
Satisfaction		20		
Bail for Stay				
Execution and Filing				
Trans. and Certificate				

CONSTABLE'S FEES.		
Sum., Serv., and Mileage 4 Copy		85
Order of Att Sub., Serv., and Mileage		1 00
Sum. Appraisers		
Schedule and Bond		
Serv. Garnishee		
Att. Trial		1 00
Sum., Jury and Mileage		
Copies		
Ex. and Per Cent.		

WITNESSES.	
publication	1 50

Before J. R. McDowell — Justice of the Peace.

No. 4 — *Amount Claimed, $* 35.00

May 16" 1888

The Plaintiff filed his affidavit for attachment bill of particulars which is in substance as follows: The said plaintiff J. T. Black by Howard & Black his Atty makes oath that the claim in this action is on a promissory note and the said H. C. Black also makes oath that said claim is just, and that the Plaintiff ought as he the deponent believes to recover thereon thirty five dollars, & also makes oath that the said defendant has absconded with intent to defraud his creditors, has left the county of his residence to avoid the service of a summons or has assigned removed or disposed of or is about to assign, dispose or remove his property with intent to defraud his creditors, and affiant further says that the property sought and about to be attached in this action, is not exempt from execution and is not the personal earnings of said defendant, nor the personal earnings of minor children for the services rendered within three months prior to the commencement of said action of the Plaintiff

Signed H. C. Black

Plaintiff filed an undertaking for seventy dollars signed by himself and Silas Kent and asked a summons and order of attachment which I issued and gave to John Riley Constable May 16" 1888 returnable May 21" 1888 at 8 oclock A M

Return of Summons. Received this writ May 16" 1888 and served the same on the within named Cal Eversole personally by leaving a certified copy at his late place of residence on the same day. Fees service 25 mileage 35 Copy 25 Total 85.

(signed) John Riley Constable

Return of Order

On the 16" day of May A.D. 1888 I went to the place where the property described in an inventory and appraisement thereof made under an order of attachment in the action of Ed Healy et al against the within named Cal Eversole and served on the 16" day of May A.D. 1888 at 2 P M and there at the same time and place and in the hearing and presence of the same two persons did declare that by virtue of this order I attached the said property and did then and there attach it as in my hands and subject to said prior attachments. service 40 mileage 35 Copy 25 = 100

Signed John Riley Constable

May 21" 1888 8 A. M. the case was continued till 1 P M by consent at which time it appearing that the defendant had left his place of residence so that a legal summons had not been obtained upon him the case was adjourned ~~not~~ till July 2" 1888 a 8 A.M. for publication

T, FOR Jerome TOWNSHIP.

of the Peace.

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July 2 1888 The plaintiff at the time set for trial, The defendant failed to appear and for one hour thereafter. The plaintiff Produced suffecient of Publication and his note against defendant for $35. as evidence of indebtedness and it being known to me that the defendant has actually absconded it appears that the above affidavit is well Taken.
Therefore it is considered by me that the plaintiff J T Black recover of the defendant Cal. Eversole thirty five dollars debt and his costs and costs and interest that accrues.

J P M Cowell J.P.

Rec'd on above attachment ten and 97/100 ($10.97/) dollars
June 7th 1889

Harvard Beach Jailer for J.T. Black

In C.P. Record Murrayville

Mrs Eversole paid the above costs and from suit allowed plaintiff leaving the suit as above for him

..., 18..., the Defendant in the above case came and by
... his surety, resident of the County, approved by me as
good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, ...
as surety for the above Stay of Execution on the above Judgment of ...
against ... do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

..., Surety.

Taken by and signed and acknowledged before me, and surety approved, this ...
day of ... A. D. 18... } Stay of Execution expires ...
J. P. } 18... Am't then due $...

..., 18... Issued an Execution for ...
returnable ..., 18..., and
delivered the same to ..., Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the ... day of ...
A. D. 18..., the said ...
obtained a judgment against the said ...
on the docket of ... J. P.
for ... Dollars and
... cents, and costs taxed
... and the said
... intends to appeal
therefrom to the Court of Common Pleas of ...
County. Now, therefore, I, ...
of ... do hereby
promise and undertake to the said ...
in the sum of ...
... Dollars,
that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this ... day of ... A. D. 18...
J. P.

Aug 13 1888

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Dft Thee Ex Dec

C R Smith

vs

Cal Eversole

Judgment had on the within note July 2nd 1885

for $57.40 Docket Page 40

J. P. McDowell J.P.

$100.00

Plain City, O. Aug 24th 1887

April 1st after date, as principal debtors, we jointly and severally promise to pay to **Plain City Bank**, or order at Plain City Bank, Plain City, O.

One Hundred Dollars,

for value received With 8% interest from date

And we hereby dispense with the demand of payment of this Note, and authorize any Attorney-at-Law to appear for us, or either of us, at any time after the same shall become due, in any Court of Record in the State of Ohio, or elsewhere, and waive the issuing and service of process and confess judgment against us, or either of us, in favor of the holder or holders of this Note, for the amount of said Note, with 8 per cent. interest, payable annually after the same shall become due, and if the interest be not paid annually to become as principal, and bear the same rate of interest, together with costs of suits, and release all Errors and waive all right of Appeal in this behalf.

Witness our hands and seals this 24 day of August 1887

Col Eversole SEAL

SEAL

SEAL

WILSTACH, BALDWIN & CO., STATIONERS, 141 AND 143 RACE ST., CIN.

C. B. Smith

vs

Cal. Eversole

judgment had on
the within note
July 2 1858 for

$57.04

Book C page 50

J. P. Alexander

Delaware

$ 55.00

Plain City, O. Feb. 21st 1887

Three Months after date I promise to pay to the order of Elmer Ward the Sum of fifty five Without int Dollars Value received

No ____ Due ____ Lot Cakes &c

Cal Eversole
Note
$10 ⅌

C. B. Smith

Cal. Eversole

Judgment had on the within note July 2 1888 for $10.61 Docket C page 50
J. P. McDowell J.P.

$10.00

Plain City, O. May 16th 1887

One day after date, as principal debtors, we jointly and severally promise to pay to **ALVAH SMITH,** or order at Plain City Bank, Plain City, O.

Ten Dollars,

for value received.

And we hereby dispense with the demand of payment of this Note, and authorize any Attorney-at-Law to appear for us, or either of us, at any time after the same shall become due, in any Court of Record in the State of Ohio, or elsewhere, and waive the issuing and service of process and confess judgment against us, or either of us, in favor of the holder or holders of this Note, for the amount of said Note, with 8 per cent. interest, payable annually after the same shall become due, and if the interest be not paid annually to become as principal, and bear the same rate of interest, together with costs of suits, and release all Errors and waive all right of Appeal in this behalf.

Witness our hands and seals this 16 day of May 1887

SEAL

Cal Enders

SEAL

SEAL

Wilstach, Baldwin & Co., Stationers, 141 & 143 Race Street, Cin.

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

E. L. Barrett & Son, Publishers, Springfield, Ohio.

C. B. Smith *Pl'ffs.*

vs.

Cal Eversole *Def'ts.*

Judgment, $ 38.05

JUSTICE'S FEES.	Piff's Cost. Dols.	Piff's Cost. Cts.	Def'ts Cost. Dols.	Def'ts Cost. Cts.
Summons		25		
Affidavit		40		
Order of		40		
Undertaking		40		
Subpœna *Names*				
Swearing *Witnesses*				
Adjournment		20		
Filing & Papers		15		
Record 150 Words		75		
Judgment		40		
Satisfaction		25		
Bail for Stay				
Execution and Filing				
Trans. and Certificate				
CONSTABLE'S FEES.				
Sum., Serv., and Mileage		85		
Att. & Sch. of Attachment		1 00		
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial		1 00		
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				
WITNESSES.				
publication		1 50		

Before J. P. McDowell Justice of the Peace.

No. 5 *Amount Claimed, $*189.90

May 16" 1888

The Plaintiff filed his affidavit for attachment & bill of particulars which is in substance as follows: Ed Walz agent for the plaintiff C. B. Smith makes oath that the claim in this action is on four promissory notes, and the said Ed Walz also makes oath that the claim is ~~this~~ just, and that the plaintiff ought as he the deponent believes to recover thereon one hundred and eighty nine 90/100 dollars. He also makes oath that the said defendant Cal. Eversole has absconded from his place of residence in Union County for the purpose of defrauding his creditors. And affiant further says that the property sought and about to be attached in this action is not exempt from execution and is not the personal earnings of said defendant, nor the personal earnings of his minor ~~child or~~ children or child for services rendered within three prior to the commencement of said action of the plaintiff. Signed Ed Walz.

Undertaking filed for three hundred & Sixty dollars signed by C. B. Smith & Silas Kent

Plaintiff asked for summons and order of attachment

Issued, symmons and order of attachment returnable May 21" 1888 at 8 A.M. Return of summons

Received this ~~writ~~ May 16" 1888 and served the same on the within named Cal. Eversole by leaving a certified copy & at his late place of residence on the same day. Service 25 mileage 35 Copy 25 Total 85

Return of Order Signed John Riley, Constable

On the 16" day of May A.D. 1888 I went to the place where the property described in an inventory and appreisement thereof made under an order of attachment in the action of Ed Walz et al. against the within named Cal. Eversole and served the same on the ~~16~~ day of May A.D. 1888 at 2 o'clock P.M. and there at 2 o'clock P.M. of the 16" day of May A.D. 1888 in the presence and hearing of Wm. Martin & Isaac Harner two credible persons did declare that by virtue of this order I attached said property and there did attach ~~it as~~ in my hands subject to said prior attachments. Service 40 mileage 35 Copy 25 total 100 Signed John Riley Constable

May 21" 8 A.M. Case continued till 1 P.M. by consent

May 21 1 P.M. It appearing that the defendant had left his place of residence in the County a legal service had not been had upon said defendant the case was adjourned till July 2" 8 A.M. for publication.

July 2" 1888 8 A.M. time set for trial the plaintiff appeared and after waiting one hour and the defendant failed to appear. The plaintiff his four promissory notes

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FOR [illegible] Jerome TOWNSHIP.

as his evidence as to the indebtedness of the defendant he offered sufficient evidence of publication satisfactory evidence having been shown that defendant had absconded from his residence it appears that the affidavit was well Taken plaintiff asks judgment for $183.05

Therefore it is considered by me that the ~~defend~~ plaintiff C. D. Smith recover of the defendant Col. Eversole the sum of one hundred and thirty eight and 5/100 dollars debt and the costs hereon taxed in the margin of this case and interest ~~at~~ 8% and costs that accrue

J. P. McDowell J P

Rec'd on above attachment forty three and 07/100 ($43.07) dollars June 7th 1889

Hanna & Black Attys for plaintiff

In C.P. Record Marysville O

Mrs Eversole paid 1/2 the above costs and the attch 1/2 from amt allowed plaintiff leaving above balance for him

, 18 . the Defendant in the above case came and by

his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires

J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P.

for Dollars and

cents, and costs taxed

and the said intends to appeal

therefrom to the Court of Common Pleas of

County. Now, therefore, I,

of do hereby

promise and undertake to the said

in the sum of

Dollars,

that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO,
Union COUNTY, SS.

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

H Harper & Co, *Pl'ffs.*

vs.

Cal. Eversole *Def'ts.*

Judgment, $ 29.15

Before J. P. McDowell *Justice of the Peace.*

No. 6 *Amount Claimed, $* 29.15

May 16th 1888 *1888*

The Plaintiff filed his affidavit for attachment *bill of particulars which is in substance as follows:* The said plaintiff Jerry Kirick of the firm of H. Harper & Co. makes oath that the claim in this action is on book acct and the said Jerry Kirick also makes oath that the said Claim is just, and that the said plaintiff ought as he the deponent believes to recover thereon twenty nine and 15/100 dollars, he also makes oath that the said defendant Cal. Eversole has absconded from his place of residence in Union County in Union County Ohio for the purpose of defrauding his creditors, and Affiant further says, that the property sought and about to be attached in this action is not exempt from execution, and is not the personal earnings of said defendant nor the personal earnings of his minor Child or children for services rendered within Three months prior to the commencement of said action by the plaintiff (signed) J. K. Kirick

Undertaking for sixty dollars signed by H. Harper & Co. and J. K. Kirick Solicitors and Plaintiff asked for summons and Order of attachment which I issued returnable May 21 at 8 oclock A. M. and gave them to John Riley Const.

Return of Summons, Received this writ May 16th 1888 and served the same on the within named Cal. Eversole at his late place of residence May 16th 1888

Copy 25 Mileage 35 service 25 total 85 Signed John Riley Constable

Return of Order

On the 16th day of May A.D. I went to the place where the property described in inventory and Appraisement made an order of attachment in the actions of Ed Waly & others against the within named Cal. Eversole served on the 16th day of A.D. 1888 at 2 oclock P.M. in the presence and hearing of the same persons did declare that by virtue of this order I attached said property did then & there attach it as in my hands subject to said prior attachments. service 40 mileage 35 Copy 25 - total 100 signed John Riley Constable

May 21 8 A.M. Case Continued till 1 P.M. by Consent.

1 P.M. It appearing that the defendant had left his place of residence so that a legal summons had not been had upon him the Case was adjourned for publication till July 2 at 8 A.M.

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit		40		
Order of Att.		40		
Undertaking		40		
Subpœna Names				
Swearing Witnesses				
Adjournment		20		
Filing 4 Papers		20		
Record 500 Words		75		
Judgment		40		
Satisfaction		X		
Bail for Stay				
Execution and Filing				
Trans. and Certificate				

CONSTABLE'S FEES.				
Sum., Serv., and Mileage		85		
Sub., Serv., and Mileage				
Sum. Appraisers Order of Att. Schedule and Bond		1 00		
Serv. Garnishee				
Att. Trial		1 00		
Sum., Jury and Mileage				
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Ex. and Per Cent.				

WITNESSES.				
publication		1 50		

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July 2nd 1888 8 A.M. At the time set for trial the plaintiff appeared and the defendant failed to appear and and for one hour thereafter. Plaintiff's furnished sufficient evidence of Publication, and that their claim was on book account as shown in their sworn affidavit; sufficient proof having been given that the defendant has actually absconded it appears that the affidavit is well taken. I find that the defendant is indebted to the plaintiff the sum of $29.15 Therefore it is considered by me that H Harper & Co recover of the defendant Cal Eversole twenty nine 15/100 dollars and their costs as taxed in the margin of this case and interest at 6% and costs that accrue

J.L. McDowell J.P.

Rec'd on above attachment nine and 09/100 ($9.09) dollars
June 7th 1889
Hamer K. Beeck Atty for pltff
In C.P. Record at Marysville O.

½ the above costs paid by Mrs Eversole the rest from amt allowed plaintiff

, 18 , the Defendant in the above case came and by

his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires
J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P.
for Dollars and
cents, and costs taxed
and the said
intends to appeal
therefrom to the Court of Common Pleas of
County. Now, therefore, I,
of do hereby
promise and undertake to the said
in the sum of
Dollars,
that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

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THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

E. L. Barrett & Son, Publishers, Springfield, Ohio.

Platt & Williams Pl'ffs.

vs.

Cal. Eversole Def'ts.

Judgment, $ 23.50

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit		40		
Order of Att.		40		
Undertaking		50		
Subpœna Names				
Swearing Witnesses				
Adjournment -		20		
Filing 4 Papers		20		
Record 500 Words		75		
Judgment		40		
Satisfaction				
Bail for Stay				
Execution and Filing				
Trans. and Certificate				

CONSTABLE'S FEES.				
Sum., Serv., and Mileage Order of att.		85		
Sub., Serv., and Mileage		1.00		
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
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Ex. and Per Cent.				

WITNESSES.				
publication Marysville Tribune		1 50		

Before J. M. McDowell Justice of the Peace.

No. 7 Amount Claimed, $ 33.50

May 16" 1888

The Plaintiff filed his affidavit for attachment and bill of particulars which is in substance as follows: W. W. Platt makes oath that he is a member of the firm of Platt & Williams, the Plaintiff in the premises makes oath that the claim in this action is on book account and the said W. W. Platt also makes oath that the said claim is just and that the said plaintiff ought as he the deponent believes to recover thereon thirty three & 50/100 dollars, he also makes oath that the said defendant from his place of residence in Union County Ohio for the purpose of defrauding his creditors Said affient further says that the property sought and about to be attached in this action is not exempt from execution, and is not the personal earnings of the defendant nor the personal earnings his minor child or children for services rendered within three prior to the commencement of said action of Plaintiff

Signed W. W. Platt.

Undertaking for seventy dollars signed by Platt & Williams & Silas Kent

Plaintiff summons and order of attachment which I issued returnable May 21" at 8 A. M.

Return of summons May 16" 1888 Received this writ and served the same on the within named personally by leaving a certified at his late place of residence on the same day

Return of Order. (Signed) John Riley Constable

On the 16th day of May A.D. 1888. I went to the place where the property described in an inventory and appraisement made under an order of attachment in the action of Ed. Staly et al. against the within named Cal. Eversole and served on the 16" day of May A.D. 1888 at 2 oclock P.M. and there at 2 oclock P.M. Sametime, did declare that by virtue of this order I attached said property, and did them and there attach as in my hands subject to said prior attachments. served 40 mileage 35 Copy 25=100

Signed John Riley Constable

May 21" 1888. 8 A.M. Case continued till 1 P.M. By consent 1 P.M. It appearing that the has left the County a legal summons has not been had on the defendant so the is adjourned till July 2" 1888 at 8 A.M. for publication

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July 2nd 1888 8 AM Time set for trial Plaintiff appeared the defendant failed to appear for one hour thereafter Plaintiff gave satisfactory of publication and also said that defendants evidence indebtedness to them was on book account as stated their affidavit, and also showed that their affidavit was well taken, and asked judgment for $33.50

Therefore it is considered by me that the plaintiff Platt & Williams recover of the defendant Cal. Eversole the sum of thirty three & 50/100 dollars debt and his costs taxed in the margin of this case and interest at 6% and costs that accrue.

J. P. H. Powell J.P.

Rec'd within attachment June 7th 1889, Ten and 75/100 ($10.75) Dollars
Howard & Beack. Dfs atty for Pltfs

Sec C. P. Record. Marypulled

Mrs Eversole paid ½ the above costs the balance from amt allowed Plaintiffs

, 18 , the Defendant in the above case came and by
his surety, resident of the County, approved by me as
good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,
as surety for the above Stay of Execution on the above Judgment of
against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this
day of A. D. 18 } Stay of Execution expires
J. P. } 18 . Am't then due $

, 18 . Issued an Execution for
returnable , 18 , and
delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of
A. D. 18 , the said
obtained a judgment against the said
on the docket of J. P.
for Dollars and
cents, and costs taxed
and the said
intends to appeal
therefrom to the Court of Common Pleas of
County. Now, therefore, I,
of do hereby
promise and undertake to the said
in the sum of
Dollars,
that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO,
Union COUNTY, SS.)

IN JUSTICE'S COURT,

12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

M'Cune Lonnis & Griswold — Pl'ffs.

vs.

Cal. Eversole — Def'ts.

Judgment, $ 83.52

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit		40		
Order of Att.		40		
Undertaking		40		
Subpœna Names				
Swearing Witnesses				
Adjournment		20		
Filing 4 Papers		20		
Transfer of Judg-		20		
Record 500 Words		75		
Judgment		40		
Satisfaction		20		
Bail for Stay				
Execution and Filing				
Trans. and Certificate				
CONSTABLE'S FEES.				
Sum., Serv., and Mileage order of Att.		85		
Sub., Serv., and Mileage		100		
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial		10		
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				
WITNESSES.				
Publication		1 50		

Before J. P. McDowell — Justice of the Peace.

No. 8 — Amount Claimed, $79 04

May 16" 1888

The Plaintiff filed suit promissory note & account bill of particulars which is in substance as follows: $120.00 Plain City Ohio June 25th 1887. Nine months after date we promise to pay to the order of Harper & Co. one hundred and twenty dollars at Eight per interest from date. Value received (signed) Lieu Ward } Indorsed Cal. Eversole } H. Harper & Co. Indorsed Apr. 28th 1888 Cash $5.00

Acc't Apr 28th 1888 $4.48

The following is a copy of the affidavit

H Harper agent for M'Cune Lonnis & Griswold makes oath that the claim in this action is on a promissory note and the said H. Harper also makes oath that the said claim just, and that the plaintiff as he the said deponent believes to recover therein seventy seven and 32/100 dollars he also makes oath that the said claim as defendant Calvin Eversole has absconded from his residence in Union County Ohio with intent to defraud his creditors and affiant further says that the property sought and and about to be attached in this action, is not exempt from execution, and is not the personal earnings of the defendant, nor the personal earnings of his minor child or children for services within three months prior to the commencement of said action of the plaintiff (signed) H Harper

Undertaking filed for one hundred sixty dollars

Plaintiff asked for a summons and order of attachment, which issued on the same day and gave to John Riley Constable.

Return of summons: Received this writ May 16th 1888 and served the same on the within named Cal. Eversole by copy at his late place of residence May 16th 1888. service 25- mileage 35- Copy 25- total 85¢ (signed) John Riley Constable

Return of Order To the above claim is added for Publication

On the 16th day of May A.D. at the place where the property described in an inventory and appraisement thereof made under an order of attachment in the actions of Ed Walz et al against the within named Cal. Eversole at 2 o'clock P.M on the 16th day of May and on the 16th day of May 1888 at 4 o'clock P.M. in the presence and hearing of William Martin and Isaac Warner two credible persons, did declare that by by virtue of this order I attached said property, and did then and there attach it as in my hands subject to said prior attachments service 40 mileage 35 Copy 25- total 100 signed John Riley Const.

May 21st 1888: 8 A.M. Case Continued till 1 P.M. by consent 1 P.M. it appearing that the defendant Cal. Eversole had left the County & legal service had not been had upon him. The Case is adjourned till July 2. 8 A.M. for publication

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FOR Jerome TOWNSHIP.

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July 2nd 1888 8 A.M. time set for trial the plaintiff appeared and after waiting one hour and the defendant having failed to appear. The plaintiff furnished sufficient proof of publication and filed their promissory notes above and their book account for $76.05 and it appearing the above named Cal. Eversole has actually absconded & it appears that the above affidavit was well taken

Therefore it is considered by me that the plaintiff recover from the defendant Cal. Eversole eighty three 52/100 dollars debt and their costs as taxed in the margin of this case and interest at 8% and costs that accrue.

J. P. McDowell J.P.

Columbus Ohio April 19th 1889. J.P. McDowell J.P. Dr sir

For value received we hereby transfer to Jerry Shirick our claim against Calvin Eversole contained in the note filed with you for collection. Truly yours McClure Dennis & Griswold

Rec'd. on above attachment twenty six and 05/100 ($26.05); collected June 7th 1889

Hammond Black Jeweler for plaintiff

Sec C.P. Record. Marysville O.

½ the above costs paid by Mrs Eversole ½ from amt allowed plaintiff

, 18 , the Defendant in the above case came and by

his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires

J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of

A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P.

for Dollars and

cents, and costs taxed

and the said

intends to appeal

therefrom to the Court of Common Pleas of

County. Now, therefore, I,

of do hereby

promise and undertake to the said

in the sum of

Dollars,

that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

J. Sardius Ward

vs

Col. Eversole

Judgment had on the within note July 2nd 1888 docket page 58 for $108.33

J. P. McDowell J. P.

$106 00/100 Plain City O Feb 17th 1888

Thirty days after date I promise to pay to the order of Eveline Ward the sum one Hundred and six Dollars

Value received

No ____ Due ____ Lot Eves Le

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Sardius Ward *Pl'ffs.*

vs.

Cal Eversole *Def'ts.*

Judgment, $ 183.33

Before J. P. McDowell **Justice of the Peace.**

No. 9 *Amount Claimed, $*182 80/100

May 16" 1888

The Plaintiff filed his bill of particulars which is in as a promissory note *substance as follows:* ~~Thirty days~~ Copy of note dated Feb. 17th 1888,

Thirty days after date I promise to pay to the order of Evaline Ward the sum of one hundred and six dollars value received

Copy of Affidavit (signed) Cal. Eversole

The said Plaintiff Sardius Ward makes oath that claim in this action is on two promissory notes (on one as surety) and the said Sardius Ward also makes oath that the said Plaintiff ~~this~~ ought as he the deponent believes to recover thereon one hundred eighty two and 80/100 dollars. He also makes oath that the said defendant Cal. Eversole has absconded from his place of residence in Union County Ohio, for the purpose of defrauding his creditors. And affiant further say that the property sought and about to be attached in this action, is not exempt from execution and is not the personal earnings of ~~said~~ defendant, nor the personal earnings of his minor child or children for services rendered within three months prior to the commencement of said action of the Plaintiff. (signed) Sardius Ward

Plaintiff asked for a summons and an order of Attachment which I issued and gave to John Riley Constable. Return of summons, returnable May 21" 8 A.M.

I received this writ May 16" 1888 and served the same on the within named Cal Eversole by copy at his late place of residence May 16" 1888. Constable's fees service 25 mileage 35 copy 25 total 85 Signed John Riley Constable

Return of Order

On the 16" day of May A.D. 1888 I went to the place where the property described in an inventory an appraisement made under ~~a~~ orders of attachment issued in the actions of Ed. Daly et-al against the within named Cal. Eversole and served at 2 o'clock P.M. of said 16" day of May A.D. 1888, thereon said day at 4 o'clock P.M. in the presence and hearing of Wm. Martin & Isaac Warner two credible persons did declare that by virtue of this order I attached said property and did then and there attach it as in my hands subject to said prior attachments. Service 40 mileage 35 copy 25 Total $1.00

May 21 8 A.M. Case continued till 1 P.M. by consent

1 P.M. It appearing that the defendant had left the County so that a legal service had not been had upon him so the case is adjourned till July 2" for publication

JUSTICE'S FEES.	Pl'ff's Cost. Dols.	Pl'ff's Cost. Cts.	Def'ts Cost. Dols.	Def'ts Cost. Cts.
Summons		25		
Affidavit		40		
Order of		40		
Undertaking		40		
Subpœna Names				
Swearing Witnesses				
Adjournment		20		
Filing 4 Papers		20		
Record 500 Words		75		
Judgment		40		
Satisfaction				
Bail for Stay				
Execution and Filing				
Trans. and Certificate				
CONSTABLE'S FEES.				
Sum., Serv., and Mileage		85		
Sub., Serv., and Mileage				
Sum. Order of Att		100		
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial		100		
Sum., Jury and Mileage				
Copies				
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WITNESSES.				
Publication		150		

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FOR Jerome TOWNSHIP.

July 2" 1888 8 A.M. The set for trial the plaintiff appeared and after waiting one hour the defendant failed to appear. The Plaintiff produced satisfactory evidence of publication and his note against said Cal. Eversole for one hundred & eight and 33/100 dollars and a note held by C. B. Smith of which said Cal. Eversole is principal and S. Ward is surety. The face of said note $75. said C. B. Smith looks to S. Ward for the payment of the same

Therefore it is considered by me that Sardius Ward the plaintiff recover of the defendant Cal. Eversole the sum of one hundred eight three & 33/100 dollars debt and his costs hereintated & in the margin of this case and interest at

Recd on above attachment. June 7th 1889. fifty seven and 35/100 ($57.35) dollars
Howard C Beach Pltffs Attys for plaintiff
Issued C.P. Record Marginal O
1/2 above costs paid by Mrs Eversole and 1/2 from amt allowed plaintiff

, 18 , the Defendant in the above case came and by his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, as surety for the above Stay of Execution on the above Judgment of against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this day of A. D. 18 } Stay of Execution expires
J. P. } 18 . Am't then due $

, 18 . Issued an Execution for returnable , 18 , and delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said obtained a judgment against the said on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO,
Union COUNTY, SS.

IN JUSTICE'S COURT,

Ed. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Harvey Davis — Pl'ffs.

vs.

Cal. Eversole — Def'ts.

Judgment, $24.94

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit		40		
Order of		40		
Undertaking		40		
Subpœna Names				
Swearing Witnesses				
Adjournment		20		
Filing 4 Papers		20		
Record 400 Words		60		
Judgment		40		
Satisfaction				
Bail for Stay				
Execution and Filing				
Trans. and Certificate				

CONSTABLE'S FEES.				
Sum., Serv., and Mileage on order		85		
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee 1 3 copies mileage 2	1	50	2.95 / 2.95 / 1.50	
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.			2.80 / 5.45 / 1.50 / 1.50 / 21.85 / 9.85	
Publication	1	50		

WITNESSES.		
As Garnishee Stephen Gorden	1	10
W. Wagner	1	00

$1.50 / 2.10 / 1.50

Before J P McDowell Justice of the Peace.

No. 10 May 17th Amount Claimed, $24.94

May 17th 1888

The Plaintiff filed in Attachment his affidavit bill of particulars which is in substance as follows: The said plaintiff Harvey Davis makes oath that the claim in the action is on a book acct for labor and timber, performed & furnished at defendants request and the said Harvey Davis also makes oath that the said claim is just, and that the said plaintiff ought as he the deponent believes to recover thereon twenty four & 94/100 dollars. He also makes oath that the said defendant Cal. Eversole has absconded from his place of residence in Union County Ohio for the purpose of defrauding his Creditors. And the said Harvey Davis further makes oath and says that he has good reason to & does verily believe that Stephen Gorden & William Wagner of and within said County of Union have property in their possession of the said defendant Cal Eversole, liable to be attached in this action, to wit pay for building certain fence, of which said plaintiff did the work and for other work performed. etc.

(Signed) Harvey Davis

Under taking filed for fifty dollars signed by Harvey Davis & David McClung. Plaintiff asked for summons & order of attachment. Which I issued and gave to John Riley Constable returnable May 22nd 1888 at 8 A.M..

Return of summons. I received this writ May 17th 1888 and served the same on the within named Cal. Eversole by Copy at his residence May 17th 1888. Constables fees service 25 mileage 35 Copy 25 Total 85

Return of order

I could not come at the property alleged to be in the hands possession of Stephen Gorden & William Wagner the garnishees in, and at 2 oclock P M on the 17th day of May A.D. 1888 I served on Stephen Goden & William Wagner copies of this order and a written notice to appear and answer by leaving said notice with said garnishees a copy of which notice is hereunto annexed. service 80 mileage 45 Copies 75 Total $2.00 (Signed) John Riley Constable

May 22. 1888. At the time set for trial the plaintiff asked that the action be adjourned 40 days for publication as the defendant had left this county and a legal summons could not be had upon him the case adjourned till July 2nd 1888 at 8 A.M.

Garnishees came Wm Wagner partially examined he could not tell exactly how he stood with the defendant so was ordered to return June 2nd 1888 with a correct report

Stephen Gorden examined said that he was indebted to the defendant $25.50 which he paid into Court there was a roll of fence worth $2.50 which Garnishee still had

July 2nd and fai given a davit well ta There recove four and of this C

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Execution returned

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of the Peace.

FOR Jerome TOWNSHIP.

July 2" 1888" at the time set for Trial the Plaintiff appeared and failed to appear evidence of Publication having been given, and claimed judgment for amount claimed in the affidavit. I also find from evidence that the affidavit was well taken

Therefore it is considered by me that the Plaintiff recover of the defendant Cal. Ever in default the sum of twenty four and 97/100 dollars debt and his costs as taxed in the margin of this case and interest at % and Costs that I assess

J. B. McConnell J.P.

Rec'd of above amount June 7-1888 Fifty + 50/100 ($1/65) Dollars and Error

Paid to Harvey Davis the above after taking out the costs

Garnishee paid Davis $2.50 for roll of fence

, 18 , the Defendant in the above case came and by his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, as surety for the above Stay of Execution on the above Judgment of against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this day of A. D. 18 } Stay of Execution expires J. P. } 18 . Am't then due $

, 18 . Issued an Execution for returnable , 18 , and delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said obtained a judgment against the said on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

Plain City O
April the 21 1888
Credited By cash
Fifty Dollars
$50.00

May 17, 20

10 9 28 David Mckinney
5 1 80
5 1 22
5 3 02 Sal. Eversole

Filed July 2nd 1888
J P McDowell

Judgment had on
the within note July
2nd 1888
J. P. McDowell J.P.

$ 109 00 — September 23rd 1887

Six months after date I we or either of us promise to pay to the order of David McClung

One hundred + nine Dollars

at if not paid when due 8% from date

Value received

No. 1 Due March 23rd 1888

Col Eugene Polk

Philadelphia Polk

26

THE STATE OF OHIO,
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-12 E. L. Barrett & Son, Publishers, Springfield, Ohio.

Before J. P. McDowell Justice of the Peace.

No. 1 Amount Claimed, $57.80

May 10th 1888

David McClung Pl'ffs.

vs.

Cal. Eversole Def'ts.

Judgment, $53.06

The Plaintiff filed his Affidavt in Attachment bill of particulars which is in substance as follows: The said plaintiff David McClung makes oath that the claim in this action is on a promissory note, and the said David McClung also makes oath that the said claim is just and the plaintiff ought as he the deponent believes to recover thereon fifty one and 06 dollars. He also makes oath that the said defendant Cal Eversole has absconded from his place of residence in Union County Ohio for the purpose of defrauding his creditors. And affiant further says that the property sought and about be attached in this action is not exempt from execution, and is not the personal earnings of the defendant for ~~Sevo~~ nor the personal earnings of his minor child or children for services rendered within three months prior to the commencement of ~~the~~ said action of the plaintiff. signed David McClung
Undertaking filed for one hundred dollars signed by David McClung and Harvey Davis.
Plaintiff asked for a summons an order of attachment which issued returnable May 22 at 10 o'clock P.M.
Return of summons. I received this writ May 17th 1888 and served the same on the within named Cal. Eversole by copy at the place of his late residence service 25 Mileage 35 Copy 25 total 85
(signed) John Riley, Constable
Return of order
Received this writ May 17th 1888 and served the same on the within named Cal. Eversole by leaving a copy at his place of residence, and I went to the property of the defendant was found and then and there at 2 o'clock P.M. in the presence and hearing of M.A. Coe and Wm Edwards two credible persons and householders of the County I Ran and there did attach said goods of the defendant Cal. Eversole as described in an inventory and appraisement made with said householders and returned with this writ.
Service 40 mileage 35 Copy 25 summoning & swearing appraisers 1.00 appraisers fees 2.00 signed John Riley Constable
May 22nd 1888. At the time set for trial plaintiff asked that the case be continued 40 days for publication as the defendant had left or absconded from the County of Union and legal summons had not been had upon him so the case was adjourned till July 2 at 8 A.M. for publication

JUSTICE'S FEES.		Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons			15		
Affidavit			40		
Order of			40		
Undertaking			40		
Subpœna	Names				
Swearing	Witnesses				
Adjournment			20		
Filing 4	Papers		20		
Record 400	Words		40		
Judgment			40		
Satisfaction			~~20~~		
Bail for Stay					
Execution and Filing					
Trans. and Certificate					

CONSTABLE'S FEES.			
Sum., Serv., and Mileage Copy on order of att		85	
Sub., Serv., and Mileage		4.00	
Sum. Appraisers			
Schedule and Bond			
Serv. Garnishee			
Att. Trial			
Sum., Jury and Mileage			
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WITNESSES.		
Publication		1.50

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FOR Jerome. TOWNSHIP.

July 2nd 1888 At the Time set for trial the Plaintiff appeared and after wait in one hour the defendant ~~appeared~~ failed to appear sufficient evidence of Publication being given and the plaintiff produced his promissory note which he held against the defendant of which the following is a Copy

$109.00 September 23rd 1887 Six months after date I we or either of us promise to pay to the order of David McClung one hundred and nine dollars, at if not paid when due 8% from date.

Value received (Signed) Cal. Eversole
Endorsed April 21st 1888 $5.00
Due March 23rd 1888 William Folk May $7.20

Sufficient proof being given that the said defendant had absconded, I find that the affidavit is well taken and that the amount of his indebtedness to the ~~defendant~~ Plaintiff is fifty three and 6/100 dollars

Therefore it is considered by me that the plaintiff David McClung recover of the ~~Defendant~~ Cal. Eversole the sum of fifty three 6/100 dollars debt and his costs as taxed in the margin of this case and interest at 8% and costs that accrue

J.T. McDowell J.P.

Rec'd on above judgment in attachment, June 7th 84 Justice and Constable fees $16.50 Costs
Howard Brack Attorney for Plaintiff

See C.P. Record Marquette 6

Mrs Eversole paid for the above costs and for remainder allowed plaintiff
June 8th 1889 Received from William Folk to my full satisfaction on above judgment, fifty three dollars

David + McClung
mark

_____, 18____. the Defendant in the above case came and by

_____ his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, _____ as surety for the above Stay of Execution on the above Judgment of _____ against _____ do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

_____, Surety.

Taken by and signed and acknowledged before me, and surety approved, this _____ day of _____ A. D. 18____ } Stay of Execution expires
J. P. } 18____. Am't then due $

_____, 18____. Issued an Execution for _____ returnable _____, 18____, and delivered the same to _____, Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the _____ day of A. D. 18____, the said _____ obtained a judgment against the said _____ on the docket of _____ J. P. for _____ Dollars and _____ cents, and costs taxed and the said _____ intends to appeal therefrom to the Court of Common Pleas of _____ County. Now, therefore, I, _____ of _____ do hereby promise and undertake to the said _____ in the sum of _____ Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this _____ day of _____ A. D. 18____

J. P.

THE STATE OF OHIO, Union COUNTY, ss.)

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Before J. P. H. McDowell Justice of the Peace.

No. 12 Amount Claimed, $18.15

May 23" 1888

Frank H. Bannon Pl'ffs.

vs.

Cal Eversole Def'ts.

Judgment, $ 18.15

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit		40		
Order of		40		
Undertaking		40		
Subpœna Names				
Swearing Witnesses				
Adjournment		20		
Filing 4 Papers		20		
Record 400 Words		60		
Judgment		40		
Satisfaction		20		
Bail for Stay				
Execution and Filing	Paid			
Trans. and Certificate				

CONSTABLE'S FEES.		
Sum., Serv., and Mileage	85	
Sub., Serv., and Mileage Order of Attachment	165	
Sum. Appraisers		
Schedule and Bond	Paid	
Serv. Garnishee		
Att. Trial		
Sum., Jury and Mileage		
Copies		
Ex. and Per Cent.		

WITNESSES.		
W F S Kinner	70	
Publication	1 50 Paid	

The Plaintiff filed his affidavit for attachment bill of particulars which is in substance as follows: The said plaintiff Frank H. Bannon makes oath that the claim in this action is on account for Merchandise furnished defendant at defendants request, and the said Frank H. Bannon also makes oath that the said claim is just and that the said plaintiff ought as he the deponent believes to recover thereon Eighteen and 15/100 Dollars, he also makes oath that the said defendant has absconded from his late place of residence in Union County Ohio with intent to defraud his creditors, and he also makes oath that believes that W. F. Skinner has property of Cal. Eversole, has possession liable to be attached in this action to-wit money in his possession, and affiant further that the property sought and about to be attached in this action is not exempt from execution etc etc (Signed) F. H. Bannon.

Undertaking filed for forty dollars signed by Frank H. Bannon and J. H. Wells

Plaintiff demanded a summons and order of attachment which issued May 23" 1888 Returnable May 28" 1888 at 8 o'clock A.M.

On the 23" day of May 1888 I went to the place where the property described in an inventory & appraisement thereof made under an order of attachment in the action in the action of David McClung against the within Cal. Eversole and served on the 17" day of May A.D. 1888 at 2 o'clock P.M. and then of the 23" day of May A.D. 1888 at 5 o'clock in the presence and hearing of Wm. Edwards and M. A. Coe two Credible persons did declare that by virtue of this order I attached said property and did attach it as in my hand subject to said prior attachment.

I could not come at the property alleged to be in the possession of W. F. Skinner the Garnishee and on the 23" day of May P.M. I served on the said W. F. Skinner a copy of said order and a written notice appear and answer by leaving said with W. F. Skinner a copy of which notice is hereunto annexed.

Service 28 Copies 50 - Mileage 35 = 165

Return of summons — I received this writ May 23" 1888 and served the same on the within named Cal Eversole by copy at his usual place of residence by copy May 23" 1888 Service 25 - mileage 35 copy 25 = 85 Signed J. M. Riley Const.

T, FOR Jerome TOWNSHIP.

W. F. Skinner
the Garnishee came & was examined and said he was indebted to the defendant Cal. Eversole $4.50 which I ordered him to pay into court which he agreed to do in a short time

May 28th 1888 the action was adjourned till July 9th 1888 at 8 PM for publication

July 9th 1888 The Plaintiff came at the time set for trial and gave sufficient evidence of the indebtedness of the defendant, of the publication, and that the affidavit was well taken.

Therefore it is considered by me that the ~~defendant~~ plaintiff F. W. Bannon recover of the defendant Cal Eversole the sum of Eighteen and 15/100 dollars debt and his costs as taxed in the Margain of this Case and interest at 6% and cost costs that accrue

J. W. McDowell J.P.

Rec'd on above judgment June 7th 1889. four & 66/100 & 15th dollars
Hammond Beach - of atty for pl'ff

1/2 above costs paid by Mrs Eversole and 1/2 from amt allowed plaintiff
Aug. 8th 1887 Received of W. F. Skinner four and 50/100 dollars and said W. F. Skinner is hereby released as garnishee

F. W. Bannon

, 18 , the Defendant in the above case came and by

his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires
J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P.
for Dollars and
cents, and costs taxed
and the said
intends to appeal
therefrom to the Court of Common Pleas of
County. Now, therefore, I,
of do hereby
promise and undertake to the said
in the sum of
Dollars,
that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

Bruce Robinson

John Robinson

vs

Frank Channel

Filed May 1. 1888

J. P. McDowell J.P.

Judgment had on the within note Aug 31 1888 for $3.5- and $1.85 costs

$30 00/100

Plain City Ay 7 1886

3 Months after date I promise to pay to

the order of Birge Robinson

Thirty — Dollars

at 8 Per cent. after Due

Value received

Frank Channell

No. Due

THE STATE OF OHIO,
Union COUNTY, SS.

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

John Robinson
Pl'ffs.

vs.

~~Dat. Cayuse~~
Frank Channel
Def'ts.

Judgment, $ 8.50

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit				
Order of Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing / Papers		5		
Record 200 Words		30		
Judgment		40		
Satisfaction		20		
Bail for Stay		40		
Execution and Filing				
Trans. and Certificate				
CONSTABLE'S FEES.				
Sum., Serv., and Mileage		85		
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				
WITNESSES.				

Before J. P. McDowell Justice of the Peace.

No. 13 Amount Claimed, $ 8.50

May 26" 1888

The Plaintiff filed his bill of particulars which is in substance as follows: $30.00 a promissory note Plain City Aug 7" 1886 3 Months after date I promise to pay to the order of Bruce Robinson Thirty dollars at 8 per cent after due. Value received (signed) Frank Channel Indorsed on the above note. 1st Bruce Robinson

2d December 7. 1887 $14.50

3d December 30" 5.00

Feb 6" 1888 5.00

Issued summons May 26" 1888 and gave it to John Riley Constable returnable June 2" at 1 P.M.

Summons returned. Received this May 26" and served the same on the within named Frank Channel by copy May 28" by copy. service 25 mileage 35 Copy 25 Total 85 signed John Riley Const

May 31" The defendant came and waived return day and confessed that he was indebted to the plaintiff the sum of eight and 50/100 dollars

Therefore it is considered by me that the plaintiff recover of the defendant eight dollars and fifty cents debt and the costs as taxed in the margin of this case.

J. P. McDowell J.P.

July 7" Received J. C. McMath $5.00 to security for costs

Aug 25" 1888 Received of Frank Channel the above judgment in full and the costs of the same.

June
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to be entered herein, w
In pursuance of t
as surety for the above
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FOR Jerome TOWNSHIP.

of the Peace.

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June 9th, 1888, the Defendant in the above case came and by
June 9th Simon Weiss his surety, resident of the County, approved by me as
good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, Simon Weiss
as surety for the above Stay of Execution on the above Judgment of John Robinson
against ~~Dal. Loversole~~ Frank Charnel do hereby promise and undertake to pay the amount
of said Judgment, interest and costs, and the costs that may accrue.

Simon Weiss Surety.

Taken by and signed and acknowledged before me, and surety approved, this 9th
day of June A. D. 1888 } Stay of Execution expires Aug 29th
J. P. McDowell J. P. } 1888. Am't then due $ 8.60
, 18 . Issued an Execution for
returnable , 18 , and
delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of
A. D. 18 , the said
obtained a judgment against the said
on the docket of J. P.
for Dollars and
cents, and costs taxed
and the said
intends to appeal
therefrom to the Court of Common Pleas of
County. Now, therefore, I,
of do hereby
promise and undertake to the said
in the sum of
Dollars,
that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO,
Univ COUNTY, SS.)

IN JUSTICE'S COURT,

712. E. L. Barrett & Son, Publishers, Springfield, Ohio.

C Aultman & Co a corporation organized under the laws of and doing business in the State of Ohio
Pl'ffs.

vs.

Enos Devault
Def'ts.

Judgment, $ 73.90

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons	25			
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Entry 200 words	30			
Adjournment				
Filing 2 Papers	10			
Record Words				
Judgment	40			
Satisfaction	20			
Bail for Stay				
Execution and Filing	45			
Trans. and Certificate	170			
3.55				

CONSTABLE'S FEES.			
Sum., Serv., and Mileage	125		
Sub., Serv., and Mileage			
Sum. Appraisers			
Schedule and Bond			
Serv. Garnishee			
Att. Trial			
Sum., Jury and Mileage			
Copies			
Ex. and Per Cent.	60 / 185	4%	promissory

WITNESSES.

Before J. P. McDowell Justice of the Peace.

No. 14 Amount Claimed, $

June 27" 1888

The Plaintiff filed his bill of particulars which is in substance as follows: The plaintiff claims a judgment against the defendant for the sum of thirty five dollars with interest at 8% from Aug 1/74 until Sept. 1/74 and at 8% thereafter on his promissory note hereto attached and made part of this bill H. 212

Copy of note

$35.00 Flint O Aug 1" 1874

On or before ~~Sept~~ the first day of Sept. 1874 for value received I promise to pay to the order of C. Aultman & Co. Canton Ohio Thirty five dollars negotiable and payable at the express office Flint O. with interest at 6 per cent until due and 8 per cent per cent per annum after due until paid and we waive all relief from valuation, appraisement, stay exemption for homestead laws and the endorsers hereon severally waive demand and notice of demand and of non payment and agree as to the endorsers hereof to be held liable as original makers of this note P.O. Flint Franklin County State of O. residence 2 miles N of P.O. (Signed) Enos Devault

No 31165

I issued Summons returnable July 3" at 9 o'clock A.M. and gave it to John Riley Constable July 3" 1888 9 A.M. the time set for trial after waiting one hour defendant failed To appear and answer. The plaintiff having filed his promissory Note against said defendant Enos Devault for evidence by which I find that said defendant is indebted to the plaintiff the sum of seventy three 90/100 dollars debt ~~and Ins~~

Therefore it is considered by me that the the Plaintiff C Aultman & Co. recover of the defendant Enos Devault the sum of seventy three 90/100 dollars and ~~the~~ his costs herein taxed in the margin of this case and interest at 8% and costs that accrue

J. P. McDowell J. P.

July 4" 1888 Received of J C McMath five dollars as security for costs

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T, FOR Jerome TOWNSHIP.

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July 23" 1888 issued execution on the above judgment and the costs in the case.
Returned Aug. 10" 1888
I received this writ and served the same on the within named Enos Devault I could not find any property on which to levy. Constable's fees service 40. mileage 20. = .60.

, 18 , the Defendant in the above case came and by

his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires
J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P.
for Dollars and
cents, and costs taxed
and the said
intends to appeal
therefrom to the Court of Common Pleas of
County. Now, therefore, I,
of do hereby
promise and undertake to the said
in the sum of
Dollars,
that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

70

THE STATE OF OHIO, } ss.
Union COUNTY, } ss.

IN JUSTICE'S COURT,

712 E. L. Barrett & Son, Publishers, Springfield, Ohio.

McCormick Harvesting Machine Company Pl'ffs.

vs.

J L Hutchison Def'ts.

Judgment, $ 22.15

Before J. P. McDowell Justice of the Peace.

No. 15 Amount Claimed, $ 22.16

July 15" 1888

The Plaintiff filed Their bill of particulars which is in substance as follows: Plaintiff claims judgment on a certain promissory note hereunto attached for interest on forty (40) dollars from Nov 1st 1886 to Oct 28" 1887 at 6% per annum and all the sum of seventeen and 50/100 dollars together with interest at 6% per annum from Oct 28" 1887 until the present time

Further does Plaintiff claim judgment for four ($4) attorney fees

(Signed) Howard C Black
atty for plaintiffs

Copy of note

$40.00 Plain City Ohio July 17" 1886

~~value received~~ the undersigned One or before the first day of November 1886 for value received the undersigned promise to pay to the McCormick Machine Harvesting Company or order, at Plain City Bank Forty dollars with interest at 6% per cent per annum after maturity until paid without relief from valuation or appraisement laws and with ten per cent attorney fees. Presentment for payment or protest waived Post Office (signed) J L Hutchison

New California County Union

State Ohio } 3 miles north of Said P.O.

Endorsed Oct. 28" 1887 $25. from the within

Issued summons July 23" returnable July 28" 1888. 1 P.M.

Return of summons

I received this writ July 24" 1888 and served the same on the within named J. L. Hutchison on the same day by copy personally Constable's fees service .25 mileage 20 copy 25 total 70 (signed) John Riley Constable

July 28" 1888 Plaintiff appeared by their atty Howard C. Black and asked judgment by default for $22.15 and filed the above note as evidence

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing 2 Papers		10		
Record 200 Words		30		
Judgment		40		
Satisfaction		20		
Bail for Stay				
Execution and Filing				
Trans. and Certificate				

CONSTABLE'S FEES.		
Sum., Serv., and Mileage 1 Copy		70
Sub., Serv., and Mileage		
Sum. Appraisers		
Schedule and Bond		
Serv. Garnishee		
Att. Trial		
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WITNESSES.

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FOR Jerome TOWNSHIP.

Therefore it is considered by me that the Mc Cormick Harvesting Machine Company recover of J. S. Hutchison the defendant by default the sum Twenty two and 16/100 dollars debt and the costs herein taxed in the margin of this case and and interest at 6% and costs that may accrue J. P. Mc Dowell J.P.

Received on the above twenty and and paid Eighteen and 6/100 dollars to H. C. Black Atty for for plaintiffs

, 18 , the Defendant in the above case came and by

his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires

J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO,
Union COUNTY, SS.

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Margaret K Flaharada

Pl'ffs.

vs.

Phillip Schweikert

Def'ts.

Judgment, $

Before J. P. McDowell Justice of the Peace.

No. 11 Amount Claimed, $

August 18th 1888

The Plaintiff filed her ~~bill of particulars~~ Complaint which is in substance as follows: The undersigned Margaret Flaharda a resident of Columbus Franklin County Ohio doth hereby make her complaint to you against one Phillip Swerkert for that wit That the said Phillip Schweikert hathe ever since the first day of July A.D. 1888 and doth still unlawfully detain from the undersigned possession of the followme described premisess situated in the township of Jerome in said County of Union State of Ohio. Lots Nos 104 and 105 No 104 containing a good dwelling house and barn bounded on the north by an alley on the south by Main street East and west by alleys recently annexed to the village of Plain City from Union County Ohio.
The said Phillip Schweikert entered into said house and premises on the 16th day of April A.D. 1888 as the tenant of the undersigned the lease therefore having expired on the last day of June 1888 for failure to complying with the contract made, and from that time the said Phillip Schweikert hath unlawfully held over his said Term.
On the 15th day of August 1888 the undersigned duly served upon the said Phillip Schweikert a notice in writing as required by law a notice leave said premises.
The undersigned asks process and restitution of said premises
Dated this 18th day of August A.D. 1888
(signed) Margaret K Flaharada
Copy of notice to leave premises
To Phillip Schweikert. sir I wish you to leave the following premises now in your ~~possession~~ occupation to wit lots no 104 and 105 in the corporation of Plain City Ohio bounded on the north by an alley on the south by main street on the east by an alley and on the west by an alley. said lots contains a good frame

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing 3 Witnesses		15		
Adjournment				
Filing 2 Papers		10		
Record 208 Words		30		
Judgment		40		
Satisfaction				
Bail for Stay				
Execution and Filing				
Sitting in Case		100		
Trans. and Certificate		Paid		

CONSTABLE'S FEES.				
Sum., Serv., and Mileage		70		
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				
Restitution Paid		60		

WITNESSES.				
Egra Pitcher		25		

T, FOR Jerome TOWNSHIP.

dwelling house and barn. Your compliance with this notice within three days after its service will prevent any legal measures being taken by me to obtain possession
(dated) August 15th 1888 (signed) Margaret K. Flaherada
Issued summons for defendant to appear Aug 21st 1888 at 1 P.M.
return of summons
I received this writ Aug. 18th 1888 and served the same on the within named Philip Schweikert by copy on the same day by copy service 25- Mileage 20 copy 25 Total 70
Signed John Riley Constable
Aug 21st 1888 Parties met at the time set for trial, case called, Plaintiff and E. Patcher sworn for Plaintiff. defendant also sworn for the defense witnesses all examined from which testimony I find the above complaint true that the said defendant is guilty of forcibly detaining said property from Plaintiff
It is therefore considered by me that the said Plaintiff have restitution of the premises mentioned and described and recover of said defendant the costs hereinstated at two dollars and ninety five cents as items in the margin, and costs that accrue
Costs paid Dec 8th 1888 by J. M. McDowell J.P.
Mrs Flaherada

, 18 , the Defendant in the above case came and by his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, as surety for the above Stay of Execution on the above Judgment of against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this day of A. D. 18 } Stay of Execution expires
J. P. } 18 . Am't then due $

, 18 . Issued an Execution for returnable , 18 , and delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said obtained a judgment against the said on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Lizzie Edwards

Pl'ffs.

vs.

Charles Edwards an infant by his guardian To the suit J K Holicross

Def'ts.

Judgment, $

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing / *Witnesses*		5		
Adjournment				
Filing 2 *Papers*		10		
Record 200 *Words*		30		
Judgment		40		
Satisfaction		20		
Bail for Stay				
Execution and Filing				
Appointing Guardian		40		
Trans. and Certificate				

CONSTABLE'S FEES.		
Sum., Serv., and Mileage 4 Copy		90
Sub., Serv., and Mileage		
Sum. Appraisers		
Schedule and Bond		
Serv. Garnishee		
Att. Trial		
Sum., Jury and Mileage		
Copies		
Ex. and Per Cent.		

WITNESSES.		

Before P McDowell **Justice of the Peace.**

No. 17 *Amount Claimed, $* 8.00

September 3rd *18* 88

The Plaintiff filed her *bill of particulars which is in substance as follows:* Plaintiff says that defendant is justly indebted to her in the sum of Eight dollars for boarding, lodging and washing from July 1st 1887 to July 1st 1888, And plaintiff asks judgment against this defendant for said sum of $8.00 Costs of suit. (Signed) Lizzie Edwards By her Counsel H M Rouse

Issued summons returnable Sept. 8th 1888. 1 P.M.

Return. I received this writ September 3rd 1888 and served the same on the within named Charles Edwards on the 5th day of Sept. 1888 by copy at his residence

Constables fees service 25 mileage 40 copy 25=90

signed John Riley Constable

Parties met and at the time Sept. 8th 1888 The defendant being an infant over fourteen years of age on the application of the plaintiff the defendant having refused to make choice, I appointed J K Holicross as his guardian who filed consent but that he would not be responsible for costs of said action Case case adjourned till 3 P.M. to obtain said guardian.

at the time adjourned to plaintiff appeared the defendant failed to appear

Plaintiff was sworn and testified that the the defendant was indebted to her for washing from July 1st 1887 to December 31st 1887 $5.00

for board from Mar 1st 1888 to June 5th 3.00

and that none of said money has been paid to her

I find from said evidence that said defendant is indebted said plaintiff the sum of eight dollars

T, FOR TOWNSHIP.

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Therefore it is considered by me that the plaintiff Lizzie Edwards recover of the said defendant Charles Edwards defendant the sum of Eight dollars dept and ther costs as taxed in the margin of this case. J. P. McDowell J.P.

Plaintiff ordered me to not issue execution until ordered from her.

, 18 . the Defendant in the above case came and by

his surety, resident of the County, approved by me as

good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires

J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of

A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P.

for Dollars and

cents, and costs taxed

and the said

intends to appeal

therefrom to the Court of Common Pleas of

County. Now, therefore, I,

of do hereby

promise and undertake to the said

in the sum of

Dollars,

that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO,
Union COUNTY, SS.

IN JUSTICE'S COURT,

J. 12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Edmund H Barlow
Isaac W. Beach
late partners as
Barlow & Beach Pl'ffs.
vs.
Henry Lamb
Def'ts.

Judgment, $

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons	25			
Affidavit				
Order of				
Undertaking				
Subpœna 2 Names	30			
Swearing 4 Witnesses	15		5	
Adjournment	20			
Filing 3 Papers	10		5	
Record 400 Words	30		30	
Judgment	40			
Satisfaction	10			
Bail for Stay				
Execution and Filing				
Appeal bond			40	
Trans. and Certificate			1.00	

CONSTABLE'S FEES.		
Sum., Serv., and Mileage 4 copy	110	
Sub., Serv., and Mileage	80	
Sum. Appraisers		
Schedule and Bond		
Serv. Garnishee		
Att. Trial	100	
Sum., Jury and Mileage		
Copies		
Ex. and Per Cent.		

WITNESSES.	
J. S. Howland	50
J. P. Allen	50

Before J. P. McDowell Justice of the Peace.

No. 18 Amount Claimed, $ 5.88

September 1888

The Plaintiff filed their bill of particulars which is in substance as follows: Plaintiff claims judgment against defendants for the sum of forty three (43) dollars with interest at 6% from July 1st 1883
Also do the Plaintiffs claim interest on fifteen dollars from Janry 4th 1883 until July 1st 1883
The above claim is based upon a Book account made as above stated Janry 3rd 1883 indorsed fifteen dollars on or about July 1st 1883.
Plf ask judgment accordingly.
Howard C. Black
Attly for Plaintiff

Issued summons Sept 17" 1888
Return Received this writ Sept 17" 1888 returned Sept. 22nd 1888
and served the same on the within named Henry Lamb by copy on the 18th of Sept 1888 at his residence. services 25 mileage 60 copy 25 total $1.10 Signed: John Riley Constable
Parties met on return day and defendant asked a continuance till Sept. October 20th 1888 at 10 A.M. Which was agreed to by the Plaintiffs Oct. 20" Issued subpoends for J. S. Howland and J. P. Allen for Plaintiffs
J. P. Allen and J. S. Howland made their appearance at the time set Before trial Plaintiff Defendant filed his Answer denial of the Plaintiff's claim. Which follows the defendant denies that he owes the plaintiff anything on the account for which the plaintiff has sued. And further alleges that the said George Lamb at the time of his decease was not a minor, but on the contrary was past the age of 21 years, and further that he never ordered the plaintiff to furnish the coffin and bury the said George, neither did he request any one else to order the same for him neither was it his understanding at the time nor since that he was to pay these Plaintiffs for the same and denies that he ever gave any writing to that effect. Therefore defendant prays judgment accordingly. Henry Lamb By his Counsel H. M. Rose

FOR Jerome TOWNSHIP.

Case called trial E.H. Barlow J.S. Howland and J.P. Allen ~~J.T. Howland~~ were sworn and testified for the plaintiff and Henry Lamb for the defendant ~~H.L. Black Atty and H.H. Rouse for defendant~~ And I find from the evidence that the Plaintiff's bill of particulars is true and that the defendant is justly indebted to the amount claimed Therefore it is considered by me that the Plaintiffs E.H. Barlow and J.H. Beach late Partners as Barlow & Beach, recover of the defendant Henry Lamb the sum of fifty seven dollars and eight cents, deft and the costs as taxed in the margin and interest at 6% and costs that accrue

J.P. McDowell J.P.

Notice of an appeal given

Appeal taken October 20th 1888 costs of transcript paid by defendant

, 18 . the Defendant in the above case came and by

his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires

J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the Twentieth day of October A.D. 1888, the said Barlow and Beach obtained a judgment against the said Henry Lamb on the docket of J.P. McDowell J.P. for fifty seven ~~dollars~~ eight cents, and costs taxed six and 40 dollars and the said Henry Lamb intends to appeal therefrom to the Court of Common Pleas of Union County. Now, therefore, I, John Robinson of Union County do hereby promise and undertake to the said Barlow and Beach in the sum of one hundred fifteen Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

John Robinson

Executed and acknowledged before me, and surety approved this 27th day of October A.D. 1888

J.P. McDowell J.P.

78

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-12 E. L. Barrett & Son, Publishers, Springfield, Ohio.

J. H. McCampbell

Pl'ffs.

vs.

Geo. Keyler

Def'ts.

Judgment, $

JUSTICE'S FEES.	Piff's Cost. Dols.	Piff's Cost. Cts.	Def'ts Cost. Dols.	Def'ts Cost. Cts.
Summons		25		
Affidavit				
Order of				
Undertaking				
Subpœna *Names*				
Swearing / *Witnesses*		5		
Adjournment		20		
Filing / *Papers*		5		
Record 300 *Words*		45		
Judgment		40		
Satisfaction				
Bail for Stay				
Execution and Filing				
Trans. and Certificate				
12 ¢				
CONSTABLE'S FEES.				
Sum., Serv., and Mileage		45		
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies		25		
Ex. and Per Cent.				
WITNESSES.				

Before J P H McHowell **Justice of the Peace.**

No. 19 *Amount Claimed, $* 10.96

May 11 *18* 87

The Plaintiff filed his *bill of particulars which is in substance as follows:* Geo. Keyler in acct. with J. H. McCampbell

July 24	1885	To Tobacco	$ .50
"	"	" shoes hose comb & cig.	3.75
Aug 15	"	Tob. cig. & candy	.90
" 26		Tob. & cig	.80
Sep 5		James pants	2.00
" 13		Tob. cig. nuts & candy	.85
" "		Cash	.70
" 19		cig. nuts candy & hat	.65
" 28		cig & notions	.40
Oct. 17		cig	15
" 24		Tob. cig. & soa	90
Nov. 7		Shirt Tob. & cig.	2.40
" 16		cig.	.20
" 21		Tob. James & soap	1.05
Dec 10		Sug & cig.	55
" 7		Sugar & cig. & car tobs	60
" 18		cig. candy & overshoes	1.77
" 14		Yarn & candy	.30
" "		cig	.25
Jan. 6	1886	Tob. cig. & candy	.75
" 12		blanket cig. & candy	1.20
" 15		Cuff buttons cig. Raisins Sox & stockings	1.30
" "		overshirt	1.25
Feb. 17	"	Tob. candy & cig.	.60
" 18		candy	.05
" 20		cig. & notions	.40
Mar 9		Overalls underwear, pants & tie	4.40
Apr. 2		Shirting muslin. cig. & thread	2.25
" 6		Tob.	.25
" 10		Tob. Pipe paper envelopes & sulphur	.05
" 17		Tob. Candy nuts. & cash 75 cts	1.20
" 24		Tob. Hat peanuts & cig	.80
May 5		Tob.	.25
" 17		Tob & Candy & cig.	.70
June 4		Tob & cig	.30
" 10		Hat. peanuts & cig.	1.50
			$36.67
Nov 7	1885	by cash $4.50 ¢	
Dec. 26	"	by return of overshoes 1.25	
May 29	1886	By cash 20.00	
July 10		By cash $1.00	
Aug 10		By cash .50	
		$27.25	27.25
		Bal.	$ 9.42
		interest to date	1.54
		Total amount due	10.96

Issued
Return
by copy

By a
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T, FOR Jerome TOWNSHIP.

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Issued summons on the same day returnable May 16th 1889 at 4 P.M.
Return: I recived This writ May 11th 1889 and served the same on the within Geo Keyler By copy May 13th 1889 constables fees service 25 Mileage 20 copy 25. Total $.70

signed John Riley Constable

By agreement of parties case adjourned to May 25th at 7 P.M.
May 25th 1889 J. H. McCampbell the plaintiff in the above action appeared and after waiting one hour the defendant failed to appear. the plaintiff was duly sworn according to law and testified that the defendant George Keyler was indebted to him on a book account for groceries and other goods as per account to the amount of ten and 25/100 dollars
Therefore it is considered by me that J. H. McCampbell the plaintiff recover of the defendant the sum of ten dollars and ninety six cents debt and the costs as taxed in the margin of this case. and cost that accrue

J. P. McDowell J. P.

I have received of George Keyler the sum of seven dollars to my full satisfaction and agree to pay the costs of the same

, 18 , the Defendant in the above case came and by his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, as surety for the above Stay of Execution on the above Judgment of against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this day of A. D. 18 } Stay of Execution expires
J. P. } 18 . Am't then due $

, 18 . Issued an Execution for returnable , 18 , and delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said obtained a judgment against the said on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

80

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Before J. P. McDowell Justice of the Peace.

No. 20 Amount Claimed, $ 9.75

Aug 7th 1889

John Durbin Pl'ffs.

vs.

John Keis Def'ts.

Judgment, $

The Plaintiff filed his bill of particulars which is in substance as follows: Plaintiff says that his cause of action is this that on the 30th day of July 1889 three colts property of this defendant trespassed upon the lands of this plaintiffs and destroyed grain to the amount of three dollars That in absence of a township Pound in said Jerome township this plaintiff impounded the said colts in his barn under sections 4208 & 4209 of Revised Statutes of Ohio and is entitled therefor the sum of three dollars for the said taking up.
The defendant is further indebted to him for the keeping of the same five meals each twenty five cents per meal making fifteen meals, amounting to three and 75/100 dollars

Total $9.75

For which plaintiff asks Judgment

(signed) John Durbin

Issued summons the same day, returned, served on the 8th day of Aug. 1889
Fees service .25 mileage .50 copy .25 total $1.00
Issued Subpoenas 7. for plaintiff and 5 for defendant Constable served all for plaintiff and one for defendant
The parties settled case between themselves Defendant to settle the costs.

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit				
Order of Undertaking				
Subpœna 12 Names		55		45
Swearing Witnesses				
Adjournment				
Filing 1 Papers		5		
Record 100 Words				
Judgment				
Satisfaction				
Bail for Stay				
Execution and Filing				
Trans. and Certificate				
Dismissal		20		
CONSTABLE'S FEES.				
Sum., Serv., and Mileage		1.00		
Sub., Serv., and Mileage		80		45
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				
WITNESSES.				

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STAY OF EXECUTION

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In pursuance of the Statute in such case made and provided, I, as surety for the above Stay of Execution on the above Judgment of against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this day of A. D. 18 } Stay of Execution expires
J. P. } 18 . Am't then due $

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Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said obtained a judgment against the said on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of . Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

82

THE STATE OF OHIO,
Union COUNTY, SS.

IN JUSTICE'S COURT,

T-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

C H Dort as Supervisor of Dist. No 10 Jerome township Union Co. Ohio Pl'ffs.

vs.

Douglass Sherwood Def'ts.

Judgment, $1.60

Before J. P. McDowell Justice of the Peace.

No. 21 Amount Claimed, $1.60

August 24 1889

The Plaintiff filed his bill of particulars which is in substance as follows:

Plaintiff says that the defendant is justly indebted to him as said supervisor for the non performance of labor on the public highway to the acceptance of said supervisor, after he had been duly warned, to the amount of one dollar and sixty cents.
Of the above one dollar is a forfeit in case of the non performance of said labor and sixty cents for the failure to perform the full days work with team, to the amount of two hours labor
Therefore plaintiff asks judgment against said defendant in the sum of one dollar and sixty cents and costs of prosecution
(Signed) C. H. Dort

Issued Summons for said Douglass Sherwood on the same day returnable Aug. 30th 1889 at 2 P.M.
Return: I received this writ Aug. 24th 1889 and served the same Aug. 26th 1889 by Copy on the within named Douglass Sherwood ~~Also~~ On the ~~same day~~ Service 25 mileage 80 copy 25 total 1.30 (Signed) John Riley Constable
Issued subpoena for plaintiff witnesses Ed. Rout F. M. Dort, R. Norris A. H. Fry, S. Bowen H Norris S Tossey N. L. McDowell H Picket and C. E. Gillespie etc
Return all served. Service $2.70
At the return day for trial the defendant called for a jury trial the following names were chosen as jurors. H. P. Feibiger, Clarence Beard O. P. McCune A. M. Jones Clark Rickard Boyd Ver Venire issued witnesses all present
Case adjourned until Sept 9th 89 at 9 A.M. to get a jury and to give the defendant a chance to get witnesses present.
At the adjourned day for trial the parties all present the jury called one ~~of~~ as absent & one was exempt and one said that had formed an opinion

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit				
Order of				
Undertaking				
Subpœna 16 Names		65		55
Swearing 10 Witnesses		50		25
Venire for jury		40		
Adjournment		20		
Filing 4 Papers		20		
Record 400 Words		60		
Judgment		40		
Satisfaction				
Bail for Stay				
Execution and Filing				
Sitting in Case	1.00			
Trans. and Certificate	4.20			80
			5	10

CONSTABLE'S FEES.				
Sum., Serv., and Mileage		1.30		
Sub., Serv., and Mileage		2.70		2.10
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial		1.00		
Sum., Jury and Mileage		1.40		
Copies				
Ex. and Per Cent.		7.45		2.10
				9.55
Jury fees		2.50		

WITNESSES.		
Ed Rout	1.80	
F M Dort	1.40	
R Norris	2.20	
A H Fry	2.20	
S Bowen	2.20	
S Norris	2.20	
S Tossey	2.20	
N L McDowell	2.20	
H Picket	2.20	
Col Gillespie	1.00	
A Bell	90	
H Picket		1.20
R Norris		1.20
Evans		1.20
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T, FOR Jerome TOWNSHIP.

two others were called and the parties agreed to try the case with five jurymen
The case was tried ~~over~~ but before the trial commenced the defendant asked that the case be dismissed for the reason that it was wrongly brought which motion I overruled which ruling was excepted by the defendants counsel.
after hearing the case pro and con and the merits of the same fully discussed by counsel on both the case was given to the jury.

Verdict of Jury.

We the jury do find the complaint set forth in his bill of particulars true and do assess the plaintiffs claim at one dollar and sixty cents Signed Wm Beams Foreman
The trustees agreed to pay half the costs if the defendant would pay the remainder in thirty days
September 9th 1889

Therefore it is considered by me that the plaintiff C.H. Dort as supervisor of Dist. #10 of Jerome Township Union County Ohio recover of Douglass Sherwood the sum of one dollar and sixty cents and ~~the~~ his costs as taxed in the margin of this case J.P. McDowell J.P.

Bill of exceptions filed Sept 12th of which the following is a copy.
With the heading of the case.
Be it remembered that on the trial of said action by jury before the undersigned J.P. McDowell a justice of the Peace in and for said township and county at his office therein on the 9th day of September A.D. 1889 the said defendant to maintain his defense offered the motion to-wit C.H. Dort supervisor &c Plaintiff Vs D. Sherwood defendant.
Now comes the defendant and not for the purpose of entering his appearance herein but for the purpose of this motion only and moves the justice of the peace herein to dismiss this action against him and assigns for reason that this suit should have been brought by the trustees of Jerome Township instead of in the name of the supervisor C.H. Dort.

signed D. Sherwood by his Council H M Rouze

Continued on Page 429

, 18 , the Defendant in the above case came and by

his surety, resident of the County, approved by me as

good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires

J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P.

for Dollars and

cents, and costs taxed

and the said

intends to appeal

therefrom to the Court of Common Pleas of

County. Now, therefore, I,

of do hereby

promise and undertake to the said

in the sum of

Dollars,

that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

84

THE STATE OF OHIO,
Union COUNTY, SS.

IN JUSTICE'S COURT,

E-W. E. L. Barrett & Son, Publishers, Springfield, Ohio.

C. H. Dort as Supervisor of Dist. No 10 Jerome Township Union Co, Ohio
Pl'ffs.

vs.

Frank Norris
Def'ts.

Judgment, $

JUSTICE'S FEES.	Piff's Cost. Dols.	Piff's Cost. Cts.	Def'ts Cost. Dols.	Def'ts Cost. Cts.
Summons		25		
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing Papers				
Record Words		15		
Judgment				
Satisfaction		10		
Bail for Stay				
Execution and Filing				
Trans. and Certificate				

CONSTABLE'S FEES.				
Sum., Serv., and Mileage		1.30		
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				
		~~X~~.80		

WITNESSES.

Before J. T. McDowell Justice of the Peace.

No. 21 Amount Claimed, $1.60

May 24" 1889

The Plaintiff filed his bill of particulars which is in substance as follows: Plaintiff says that the defendant is justly indebted to him as said Supervisor, for the nonperformance of labor on the public highway to the acceptance of plaintiff when said defendant had been legally warned to perform said, to the amount of one dollar and sixty cents
∥ Of the above one dollar is the forfeit for the non performance of said labor and sixty cents is the failure to perform the full days work with team to the amount of two hours labor
∥ Therefore the plaintiff prays judgment against said defendant to the amount of one dollar and sixty cents and costs of prosecution
Issued Summons the same day returnable Aug 30th 1889 at 10 P.M.
Return I received this writ Aug. 24th 1889 and served the same on the within named Frank Norris by copy at his residence Aug 26th 1889. Constables fees Service 25 mileage 80 cts copy 25 total 1.30 Sixty cents left as a tender before any paper had been served and tendered by the constable before he summoned said defendant. which was refused by the plaintiff.

At the return day for trial Mr Joseph Norris brought a certificate from Dr J. E. Harriot that the defendant was unable to attend for trial as he was sick so the case was adjourned to Sept. 9" 1889 at 1 P.M.
At the adjourned day for trial the case was dismissed by order of the trustees of Jerome township Union County

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STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires
J. P. } 18 Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

Daniel Boyd, Administrator of the estate of James Boyd deceased
Plaintiffs

Vs.

J. H. Perkins

Filed Nov 16th 1889
J. P. McDowell J.P.

Judgment had on the within note Nov. 22nd 1889 for the sum of $35.40 and $1.60 costs
J. P. McDowell J.P.
Docket C. Page 84
No 22

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November 9th 1886

Nine Months after date we or either of us

agree to pay to Daniel Boyd, Administrator of the Estate of James Boyd Deceased

Twenty nine 92/100 Dollars

at Eight per cent interest after Maturity until Paid

Value received

O H. Perkins

L. D. Converse

No. Due

86

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Daniel Boyd administrator of the estate of James Boyd (deceased

Pl'ffs.

vs.

Isaac H. Berkins

Def'ts.

Judgment, $35.40

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons or notice	25			
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing / Papers	5			
Record 200 Words	30			
Judgment	40			
Satisfaction				
Bail for Stay	40			
Execution and Filing	$1 40	Paid		
Trans. and Certificate				

CONSTABLE'S FEES.
Sum., Serv., and Mileage
Sub., Serv., and Mileage
Sum. Appraisers
Schedule and Bond
Serv. Garnishee
Att. Trial
Sum., Jury and Mileage
Copies
Ex. and Per Cent.

WITNESSES.

Before J. P. McDowell Justice of the Peace.

No. 22. Amount Claimed, $35.40

November 16th 1889

The Plaintiff filed his bill of particulars which is in substance as follows: $29.92 November 9th 1886 Nine months after date we or either of us agree to pay to David Boyd administrator of the estate of James Boyd deceased Twenty nine 92/100 dollars, At eight per cent interest after maturity until paid (Value received (signed) I. H. Perkins
L. D. Converse

I notified I. H. Perkins that the note that I had the note and he waived Process and confessed judgment on the amount of the above note and asked that judgment be entered against for thirty five and 40/100 dollars this 22nd day of November A.D. 1889

Therefore it is considered by me that Daniel Boyd, administrator of the estate of James Boyd deceased, recover recover of I. H. Perkins the sum of thirty five and 40/100 dollars debt and his costs as taxed in the margine of this case and interest at eight per cent and costs that accrue.

J. P. McDowell J.P.

April 25-1890
Received I. H. Perkins paid twenty dollars
May 12th 1890 fifteen dollars
June 27th 1890 Received from Isaac H. Perkins three and 15/100 dollars in full for above judgment.
Received of J. P. McDowell one and 60/100 dollars in full satisfaction for above judgment
Paid above in full to D Boyd

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November 23d., 1889, the Defendant in the above case came and by John Riley his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, John Riley Daniell Boyd etc as surety for the above Stay of Execution on the above Judgment of against J. H. Perkins do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

John Riley, Surety.

Taken by and signed and acknowledged before me, and surety approved, this 23d. day of November A. D. 1889 J. P. McDowell, J. P. Stay of Execution expires April 23d., 1890. Am't then due $36.68

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said obtained a judgment against the said on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

John Cummings
John Cummings Jun
D. L. Linville
Harmon Patch for
David Patch
J. L. Brown
Isaac White
Mrs Ann Brown
Frank Cartwright
[illegible] Linville
[illegible] Hartsough
[illegible] Patch
Weston Patch

88

THE STATE OF OHIO,
Union COUNTY, SS.

IN JUSTICE'S COURT,

12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Before J. P. McDowell Justice of the Peace.

No. 23 Amount Claimed, $20.00

Dec 26th 1889

Mary F Patch Pl'ffs.

vs.

Michael Hoffman Def'ts.

The Plaintiff filed her bill of particulars which is in substance as follows:

Plaintiff that her cause of action is this that on or about the 1st day of October A.D. 1889 she sold the defendant a certain cow and for which she was to receive from this defendant the sum of twenty, so soon as he (this defendant) had sold said cow. Plaintiff further says that defendant has disposed of said cow and has paid her no part of the proceeds of said sale, that she has made a demand for the payment of the said price of said cow, and payment has been refused by defendant. Therefore plaintiff prays judgment against the defendant for said sum of twenty dollars and costs of suit.

(signed) Mary F Patch
by her counsd H. M. Rouse

Issued summons for defendant returnable Dec. 30th 1889 at 8 A.M.
Summons Returned
I received this writ December 26th 1889 and served the same on the within named Michael Hoffman by copy on the 27th ~~day~~ 1889 at his residence. service 25 mileage 30 copy ~~25~~ 5 total .80 (signed) J. P. McDowell (
John Riley Const.

Dec. 30th 1889 Defendant came and confessed that he was indebted to the plaintiff the sum of twenty dollars and asked that judgment be entered against ~~him~~ for the sum of twenty dollars.
He paid the costs
Therefore it is considered by me that the plaintiff Mary F. Patch recover of the defendant the sum of twenty dollars and interest at 6% and costs that accrue

J. P. McDowell J. P.

May 26th 1890 the above Judgment interest and costs paid.
Received from J P McDowell J.P. Twenty and 50/100 dollars in full satisfaction for the

JUSTICE'S FEES.	Pltf's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing / Papers		5		
Record / 50 Words		20		
Judgment		40		
Satisfaction				
Bail for Stay		40		Paid
Execution and Filing				
Trans. and Certificate				
CONSTABLE'S FEES.				
Sum., Serv., and Mileage		55		
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
/ Copies		25		Paid
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WITNESSES.				

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December 30th, 1889, the Defendant in the above case came and by A. J. Hoffman his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, A. J. Hoffman as surety for the above Stay of Execution on the above Judgment of Mary F. Patch against Michael Hoffman do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

A. J. Hoffman, Surety.

Taken by and signed and acknowledged before me, and surety approved, this Thirtieth day of December A. D. 18 89 } Stay of Execution expires May 30th 1890
J. P. McDowell J. P. } 18 . Am't then due $20.50

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P.
for Dollars and
cents, and costs taxed
and the said
intends to appeal
therefrom to the Court of Common Pleas of
County. Now, therefore, I,
of do hereby
promise and undertake to the said
in the sum of
Dollars,
that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO,
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

M.B. Smith *Pl'ffs.*

vs.

C B Smith *Def'ts.*

Judgment, $

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons	25			
Affidavit	40			
Order of Undertaking	40			
Subpœna *Names*				
Swearing *Witnesses*				
Adjournment	20			
Filing *Papers*	20			
Taking Deposition of garnishee	40			
Record 500 *Words*	75			
Judgment				
Satisfaction	20	Paid		
Bail for Stay	20			
Execution and Filing	280			
	71			
Trans. and Certificate	4.51			

CONSTABLE'S FEES.		
Sum., Serv., and Mileage		20
Sub., Serv., and Mileage		
Sum. Appraisers		
Schedule and Bond		
Serv. Garnishee 1 *mileage*		1 00
Att. Trial		
Sum., Jury and Mileage		
2 *Copies*		50
Ex. and Per Cent.		

WITNESSES.		

Before J P McDowell **Justice of the Peace.**

No. 24 *Amount Claimed,* $52.91

June 30th 1890

The Plaintiff filed his *bill of particulars which is in substance as follows:* Plaintiff says that defendant is justly indebted to him the sum of forty five dollars and thirty four cents $45.34/100 on Book account as a butcher, and interest thereon from Oct. 15th 1887 at the rate of 6% to this date therefore prays judgment against this defendant for said sum of $45.34/100 and interest thereon at 6% from Oct. 15th 1887 to this

(signed) M.B. Smith

Per H.M. Rouse his Council

On the same days he made affidavit for a writ of attachment to-wit

The Plaintiff M.B. Smith makes oath that that the said claim is for a book account for meat, and the said M.B. Smith that the said claim is just, and that the said Plaintiff ought, as he the said deponent believes, to recover thereon fifty two and 91/100 dollars. He also makes oath that the said defenant C.B. Smith is a nonresident of the township of Jerome Union County Ohio.

And the said M.B. Smith further makes oath and says that he has good reason to and does believe, that O.P. McClune & Clarence Beard of and within said County of Union has property of the said defendant C.B. Smith in their possession liable to be attached in this action to wit money due the said C.B. Smith, and Affiant further says that the property sought and about to be attached in this action is not exempt from execution and is not the personal earnings of said nor the personal earnings of his minor child or children for services rendered, within three months prior to the commencement of said action of the plaintiff M.B. Smith

(signed) M.B. Smith

On the same day I issued an order of attachment and summons to said garnishees and summons to defendant to appear

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of the Peace.

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FOR Jerome TOWNSHIP.

and answer on the 11th day of July A.D. 1890 9 o'clock A.M.
Return of Summons July 9th 1890
Received this writ July 1st 1890. I could not find the defendant C. B. Smith in my county, upon whom to serve a summons. (Signed) John Riley, My fees. mileage 20¢
return of order. I received this writ July 1st 1890.
I could not come at the property alleged to be in the possession of O. C. McElmee and Clarence Beard the garnishees and on the same day I served, on the within named O. C. McElmee and Clarence Beard a certified copy of this order and a notice to appear and answer, by leaving said notice and copy of order at the usual place of residence of said garnishees
I could not find the defendant in my county
service $1.50 viz service 80¢ copies .50¢ mileage 20
(signed) John Riley Constable
July 11th 1890 Plaintiff appeared and Clarence Beard appeared and answered that he was indebted to said C. B. Smith in the sum of $89.89 but it is not yet due. Defendant failed to appear and after waiting one hour the case was adjourned till Aug. 22nd 1890. 1 P.M. for Publication.
Aug. 5th 1890 Terms of compromise between parties to this action Aug 4th 1890 Plaintiff & defendant met at the office of A. J. Martin in Plain City Ohio and it was then and there agreed that Plaintiff was to receive of the defendant C. B. Smith in the hands of McClure & Beard the sum of ~~$50.00~~ and $6.50 the costs & to pay J. P. McDowell's Court. (Signed) M. B. Smith
C. B. Smith
Aug 7th 1890
I hereby assign all my right and interest in above claim to Clarence Beard. M. B. Smith. Clarence Beard paid the costs $6.50 and kept the balance as per assignment Aug 13th 1890

....., 18....., the Defendant in the above case came and by

.....his surety, resident of the County, approved by me as

good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,.....

as surety for the above Stay of Execution on the above Judgment of.....

against..... do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

....., Surety.

Taken by and signed and acknowledged before me, and surety approved, this.....

day of..... A. D. 18..... } Stay of Execution expires

J. P. } 18..... Am't then due $.....

....., 18..... Issued an Execution for.....

returnable....., 18....., and

delivered the same to....., Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the..... day of

A. D. 18....., the said

obtained a judgment against the said.....

on the docket of..... J. P.

for..... Dollars and

..... cents, and costs taxed

and the said

intends to appeal

therefrom to the Court of Common Pleas of.....

County. Now, therefore, I,.....

of..... do hereby

promise and undertake to the said.....

in the sum of.....

..... Dollars,

that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this..... day of..... A. D. 18.....

J. P.

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

John F Kilbury
Pl'ffs.

vs.

The Chicago St Louis & Pittsburgh Railroad Co.
Def'ts.

Judgment, $ 122.50

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons	25			
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing / Witnesses	5			
Adjournment				
Filing 5 Papers	15			
Record 400 Words	60			
Judgment	40			
Satisfaction	15			
Bail for ~~stay~~ appeal and Filing Execution and Filing	40			
Trans. and Certificate	1	30		
	Paid			
CONSTABLE'S FEES.				
Sum., Serv., and Mileage & Copy	90			
Sub., Serv., and Mileage				
Sum. Appraisers	Paid			
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				
WITNESSES.				

Before J P McDowell Justice of the Peace.

No. 25 Amount Claimed, $122.50

July 12th 1890

The Plaintiff filed his bill of particulars which is in substance as follows:

Plaintiff says that defendant is justly indebted to him in the sum of one hundred and twenty two and 50/100 dollars ($122 50/100) due him for the construction of a certain fence on the ~~north~~ east side of their rail road in Darby Township Union County Ohio.

The said fence is 107 Pannels of 16 ft per pannel, Plaintiff says that said defendant was duly notified that said line fence for the building of which this plaintiff claims pay, was built by him on his land through which defendants rail road runs, after having notified defendents on or about the 8th day of January A.D 1890 and also previous thereto that said fence was burned, by the carelessness and the negligence of their employes and that the defendant has neglected and refused to construct the same, and that he has furnished the materials and construcled the statute provides that he may

Therefore plaintiff asks judgment against said defendant for said sum of $122.50/100 (signed) John F Kilbury

by his Counsel H M Rouse

July 14th 1890 issued summons for defendant returnable July 24th 1890 1 P M.

Return of summons July 24th 1890. 1 P

Received this writ July 14th 1890 and on the same day served the same on the defendant by leaving certified copy thereof with the agent of the defendant company (R W Shawver) at his office at Unionville center Union county Ohio

Service 25. Copy 25 Mileage 5 miles 40 total 90 cts

(signed) John Riley Constable

July 24th A.D. 1890 Plaintiff appeared filed a copy of notice to defendant. Defendant failed to appear and after waiting one hour Plaintiff demanded trial. trial had Plaintiff asked

T, FOR Jerome TOWNSHIP.

permission to amend his bill of particulars asking for one hundred and twenty three and 34/100 dollars instead of amount asked for in his original bill. which I granted.
Plaintiff was sworn testified. No Testimony from defense.
From the testimony of the Plaintiff I find the plaintiffs true and the indebtedness ~~the verdict of the Defendant. to plaintiff true~~ and it is considered by me that the ~~defendan~~ Plaintiff John F Kilbury recover of the ~~defendant~~ The Chicago St. Louis and Pittsburg Rail ~~road~~ Company the sum of one hundred ~~Hurdy~~ twenty three and 34/100 dollars and costs as charged in the margin of this case, and 6% per cent aintrest and interest and costs that accrue J. P. McDowell J.P.

(Copy of appeal undertaking)

State of Ohio Union County Jerome Township—
Whereas on the 24th day of July 1890 John F Kilbury obtained a judgment against the Chicago St Louis & Pittsburgh Railroad Company, on the docket of J P McDowell a justice of the peace of said County and township, for one hundred and twenty two & 60/100 dollars and the costs herein and the said The Chicago St Louis & Pittsburgh railroad Company intends to appeal therefrom to the Court of Common Pleas of said County; Now Therefore We Frank Chance, A Boylan. County Ohio, do hereby undertake to said appellee in pursuance of the statutes in such case made and provided, in the sum of Two hundred & sixty dollars that said appellant will prosecute its appeal to effect and without unnecessary delay, and that if judgment be adjudged against said appellant on the appeal it will satisfy such judgment and costs. Frank Chance
(signed) A Boylan
Surety approved This 29th day of July 1890. J. P. McDowell J.P.

, 18 , the Defendant in the above case came and by
his surety, resident of the County, approved by me as
good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,
as surety for the above Stay of Execution on the above Judgment of
against do hereby promise and undertake to pay the amount
of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this
day of A. D. 18 } Stay of Execution expires
J. P. } 18 . Am't then due $

, 18 . Issued an Execution for
returnable , 18 , and
delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas on the 24th day of July A. D. 1890, the said John F Kilbury obtained a judgment against the said Chicago St Louis & Pittsburgh Railroad Company on the docket of J P McDowell J. P. for one hundred & twenty three & 34/100 dollars and thirty four cents, and costs taxed at one & fifty five and the said C. St L. & P. R.R. intends to appeal therefrom to the Court of Common Pleas of said County. Now, therefore, We Frank Chance of A Boylan do hereby promise and undertake to the said appellee in the sum of two hundred sixty Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay. Frank Chance
A Boylan

Executed and acknowledged before me, and surety approved this 29th day of July A. D. 1890
J P McDowell J. P.

Annie M. Sheedel

vs.

Taylor Westerweller

Filed July 21st 1890

J.P. McDowell J.P.

Judgment had on the within note July 22nd 1890 by confession judgment for eighty nine and 33/100 dollars at 8% interest and 90 cents and costs that accrue

J.P. McDowell J.P.

Docket C, Page 94 No 24

48.25

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For sale by SIEBERT & LILLEY, Blank Book Manufacturers and Legal Blank Publishers, Opera House Block, Columbus, O.

$ 68 25/100

Columbus, Ohio, March 7 1886

Six Months after date for value received,

I jointly and severally promise to pay Annie M. Shedd

or order, at office of E E Shedd & Sons Columbus &

Sixty Eight 25/100 DOLLARS,

with interest after maturity at the rate of (8) Eight per cent.

per annum, [illegible] until paid

And I hereby authorize any Attorney-at-Law to appear for me in an action on the above note, at any time after the same becomes due, in any Court of Record in or of the State of Ohio, waive the issuing and service of process against me, and confess judgment in favor of the legal holder of the above against me for the amount that may be due, with costs of suit, and to waive and release all errors in said proceedings, petitions in error, and the right of appeal from the judgment rendered.

Witness our hands and seals.

Taylor Westerweller SEAL

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REPORT THIS NUMBER
No. 6319
THE DESHLER BANK, COLUMBUS, O.

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94

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Annie M. Shedd
Pl'ffs.

vs.

Taylor Westerweller
Def'ts.

Judgment, $ 89.33

JUSTICE'S FEES.	Piff's Cost. Dols.	Piff's Cost. Cts.	Def'ts Cost. Dols.	Def'ts Cost. Cts.
Summons				
Affidavit				
Order of				
Undertaking				
Subpœna *Names*				
Swearing / *Witnesses*		5		
Adjournment				
Filing / *Papers*		5		
Record 500 *Words*		45		
Judgment		40		
Satisfaction				
Bail for Stay		40		
Execution and Filing				
Trans. and Certificate				

CONSTABLE'S FEES.				
Sum., Serv., and Mileage				
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				

WITNESSES.				

Before J P McDowell Justice of the Peace.
No. 24 Amount Claimed, $89.33

July 21st 1890

The Plaintiff filed her bill of particulars which is in substance as follows: $68 25/100, Columbus Ohio March 2nd 1888,
Six months after date, for value received I jointly and severally promise to Annie M Shedd or order at office of E. E. Shedd & Sons Columbus O. sixty eight 25/100 dollars with interest after maturity at the rate of (8%) Eight per cent per annum until paid, and I hereby authorize any Attorney at law to appear for me in an action on the above note at any time after the same becomes due in any court of record in or of the State of Ohio, waive the issuing and service of process against me, and confess judgment in favor of the legal holder of the ~~note~~ above against me for the amount that may be due, with costs of suit, and to waive and release all errors in said proceedings, petitions in error, and right of appeal from the judgment rendered
Witness our hands and seals
(signed) Taylor Westerweller

July 22nd 1890 Defendant came and waived process and confessed that he was indebted to the defendant in and to the amount of the above debt.

Therefore it is considered by me that the plaintiff Annie M. Shedd recover of the defendant Taylor Westerweller the sum of Eighty nine and 33/100 dollars debt and his costs as taxed in the margin of this case and interest at 8% and costs that accrue

J P McDowell J.P.

T, FOR Jerome TOWNSHIP.

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July 26th, 1890. the Defendant in the above case came and by W. H. Green his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, W. H. Green as surety for the above Stay of Execution on the above Judgment of Annie M Shedd against Taylor Westerweller do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue. W. H. Green, Surety.

Taken by and signed and acknowledged before me, and surety approved, this 26th day of July A. D. 1890 } Stay of Execution expires March 20th
J. P. McDowell J. P. } 1891. Am't then due $94.10

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-92. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Before J.P. McDowell Justice of the Peace.

No. 27 Amount Claimed, $19.15

July 1890

John Millholland Pl'ffs.

vs.

Cyntha Taylor Def'ts.

Judgment, $ 19.15

The Plaintiff filed his bill of particulars which is in substance as follows: Plaintiff says defendant is justly indebted to him the sum of seventeen ($17.00) dollars for brick and tile together with interest on said sum from July 1st 1888 at 6% wherefore said plaintiff asks judgment for said sum of seventeen dollars with interest at 6% from July 1st 1888 and cost of this action

(signed) Howard C. Black
Attorney for plaintiff

August 11th 1890 I issued a summons for defendant returnable August 15th 1890. at 5 P.M.

Return of summons
I received this writ Aug 11 1890 and on Aug 11th I served the same on the defendant by leaving certified copy thereof at her residence
Constables fees on this writ: service & return 25 copy 25 mileage 1 mile 20 Total $.70
(signed) John Riley Constable

Aug 15th 1890 plaintiff appeared and after waiting one hour the failed to appear, the plaintiff asked for trial, trial had the plaintiff was sworn and testified as to his account.
and according his testimony I find the defendant indebted to the plaintiff in the sum of nineteen and 15/100 dollars

Therefore it is considered by me that the plaintiff John Millholland recover~~ed~~ of the defendant Cynthia Taylor the sum of nineteen and 15/100 dollars debt ~~and~~ and costs as taxed in the margin of this case and interest at 6% and costs ~~that~~ accrue

J.P. McDowell J.P.

Execution issued Sept 29th 1890 Returnable Oct 29th 1890
Return I could no property upon which to execute but she has a dower interest in a farm upon which an execution might be placed
service 40 mileage 20 total 60
Received of John Millholland the costs in above case J.P. McDowell J.P.

JUSTICE'S FEES.	Pl'ff's Cost. Dols.	Pl'ff's Cost. Cts.	Def'ts Cost. Dols.	Def'ts Cost. Cts.
Summons		25		
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing / Witnesses		5		
Adjournment				
Filing 2 Papers		10		
Record 200 Words		30		
Judgment		40		
Satisfaction		1.10		
Bail for Stay				
Execution and Filing		40		
Trans. and Certificate		NJ		

CONSTABLE'S FEES.		
Sum., Serv., and Mileage		45
Sub., Serv., and Mileage		
Sum. Appraisers		
Schedule and Bond		
Serv. Garnishee		
Att. Trial		
Sum., Jury and Mileage		
1 Copies		25
Ex. ~~and Per Cent~~		60
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WITNESSES.		

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T, FOR Jerome TOWNSHIP.

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STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires
J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

98

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-19. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Before J. W. Powell Justice of the Peace.

No. 28 Amount Claimed, $121

Sept. 13th 1890

John F. Kilbury Pl'ffs.

vs.

The C., St. L. & P. R.R. Co. Def'ts.

Judgment, $ 121.00

JUSTICE'S FEES.	Piff's Cost. Dols.	Piff's Cost. Cts.	Def'ts Cost. Dols.	Def'ts Cost. Cts.
Summons		25		
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing / Witnesses		5		
Adjournment				
Filing 2 Papers		10		
Record 500 Words		50		
Judgment		40		
Satisfaction		~~20~~		
Bail for Stay				
Execution and Filing		45		
Appeal bond				
Trans. and Certificate		1.15		

CONSTABLE'S FEES.	
Sum., Serv., and Mileage	80
Sub., Serv., and Mileage	
Sum. Appraisers	
Schedule and Bond	
Serv. Garnishee	
Att. Trial	
Sum., Jury and Mileage	
Copies	25
Ex. and ~~Per Cent~~.	3.50

WITNESSES.

The Plaintiff filed his bill of particulars which is in substance as follows: Plaintiff says that his cause of action is this.

1st That on or about the 1st day of January 1890, through the negligence and carelessness, of the employes of this defendant in operating a train of cars drawn by a locomotive over their said rail road, said train so operating ran over and killed two hogs the property of this Plaintiff, and plaintiff has has been damaged thereby in the sum of $6.00

II And further that on or about the first of March 1890 through the negligence and carelessness of the Employes of ~~said~~ this ~~said~~ defendant in operating a train of cars drawn by a locomotive over their said railroad, said train so operated ran over and killed 9 head of sheep and wounded 4 others, which soon after died, said sheep so killed and wounded were the property of this Plaintiff, and Plaintiff has been damaged by reason thereof $65.00

III That by reason of the negligence & carelessness of this defendant in not keeping in repair a certain fence on the north side of their said railroad and on the south line of the lands of this plaintiff, which said defendant's duty it was to build and maintain, And thereby loosing to the Plaintiff the ~~use~~ use of about 65 acres of land for the full term of five months during which time Plaintiff was compelled to keep his stock in small lots and feeding the same, This plaintiff has been further damaged in the sum of $50.00

Total damages claimed $121.00

Therefore plaintiff prays judgment against defendant for said sum of $121.00 and costs of suit

I issued summons returnable Sept. 27th At 1 o'clock P. M.

T, FOR Jerome TOWNSHIP.

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Return of summons. I received this writ Sept 17th 1890 and on the same day I served the same on the defendant by leaving Certified copy thereof With their agent at Unionville station Union County Ohio. Service and return 25- copy 25- Mileage 8 miles 55- total $1.05-

Signed John Riley Constable

On the return day the plaintiff John H Kilbury appeared and after waiting one hour the defendant failed to appear. The plaintiff was sworn and testified as to the value of the stock destroyed and the amount of damage sustained by reason of fence not being in repair I find from said testimony that plaintiff's claim in his bill of particulars is reasonable.

Therefore it is considered by me that the plaintiff John H Kilbury recover of the defendant Company. The C. S. & L. & P. R. R. Company ~~that sum of~~ in default the sum of one hundred and twenty one dollars damage with interest at 6 percent and his costs as taxed at $2.45 as items in the margin of this case, and costs that accrue

This 27th day of Sept A.D. 1890 J. P. W. Dowell J. P.

Execution issued October 11th 1890 Returnable Nov 11th 1890

Returned Nov. 11th 1890. Property Levied upon. 127 cedar posts, 1 platform scales, 2 heating stoves. 1 hand car & tools on section 5; One on section 4 & tools, 510 railroad ties in Darby township Union County, Stoves & scales at Unionville Nov 11th 1890 I offered the above named property for sale but could not sell for want of bidders. Service 40 mileage 2.15 Advertisement 25 Taking bond 50=3.30

Signed John Riley Constable

Constable took indemnifying which he left with me.

Injunction received Nov 13th 1890

, 18 . the Defendant in the above case came and by

his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires

J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of

A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P.

for Dollars and

cents, and costs taxed

and the said

intends to appeal

therefrom to the Court of Common Pleas of

County. Now, therefore, I,

of do hereby

promise and undertake to the said

in the sum of

Dollars,

that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

Docket Page 100

Dec 16 1890

Dennis Kelley
Vs
Taylor Westerweller

140.32
7.00
7.160
7.483

Filed Dec. 16. 1890
J. P. McDowell J.P.

Judgment had on the within note this 16th day of Dec 1890 for $40.32 at 8% and $1.30 costs and costs accrue

J. P. McDowell J.P.

No. ..... Due .....

$129.61 2.09 132.70

Columbus, Ohio, Dec. 2 1884

One Day after date,

for value received, we jointly and severally promise to pay DENNIS KELLY, or order,

One Hundred and Twenty Nine 61/100 DOLLARS,

at his office, in Columbus, Ohio, with interest from date at the rate of 3 per cent per annum until paid.

And we jointly and severally do hereby authorize any Attorney-at-Law to appear for us, or any of us, or the survivor or survivors of us, in an action on the above note brought against us, or either of us, or the survivor or survivors of us, by said DENNIS KELLY, at any time after said note becomes due, in any Court of Record in the State of Ohio, or elsewhere, to waive the issuing and service of process against us, or any of us, or the survivor or survivors of us, and confess judgment in favor of said DENNIS KELLY, against us, or any of us, or the survivor or survivors of us, for the amount that may then be due thereon, with interest at the rate therein mentioned, and cost of suit; and also in behalf of us, or any of us, or the survivor or survivors of us, to waive and release all errors in said proceedings and judgment, and all proceedings, petitions and writs of error thereon.

Taylor Westerweller

Howard C. Black,

Attorney-at-Law.

Notary Public.

Plain City, O., Dec 27, 1890

For value received I, hereby sell, assign transfer and set over to Howard C. Black all my right title and interest in a certain judgment on the docket of J. P. Mackdowell J. P. in the case of Dennis Kelly vs. Taylor Wescer-weller.

Dennis Kelly

141.32
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3.32
40.38
1.38
144.87

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1.30

THE STATE OF OHIO,
Union COUNTY, SS.

IN JUSTICE'S COURT,

12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Dennis Kelley
Pl'ffs.
vs.
Taylor Westerweller
Def'ts.

Judgment, $ 140.32

JUSTICE'S FEES.	Piff's Cost. Dols.	Piff's Cost. Cts.	Def'ts Cost. Dols.	Def'ts Cost. Cts.
Summons				
Affidavit				
Order of				
Undertaking				
Subpœna *Names*				
Swearing *Witnesses*				
Adjournment				
Filing { *Papers*		5		
Record 300 *Words*		45		
Judgment		40		
Satisfaction				
Bail for Stay		40		
Execution and Filing				
Trans. and Certificate				
CONSTABLE'S FEES.				
Sum., Serv., and Mileage				
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				
WITNESSES.				

Before J P McDowell *Justice of the Peace.*

No. 29 *Amount Claimed, $* 140.32

Dec 16th *1891*

The Plaintiff filed his *bill of particulars which is in substance as follows:* $129.61

Columbus Ohio
Dec 2. 1889 One day after date for value received received we jointly and severally promise to pay Dennis Kelley, or order, one hundred and twenty nine 61/100 dollars, at his office, in Columbus Ohio, with interest from date at the rate of 8 per cent per annum until paid.
And we jointly and severally do hereby authorize any attorneys at law to appear for us or any or the survivor of us or survivors in an action on the above note brought against us or either or the survivor or survivors of us by Dennis Kelley at any time after said note becomes Due, in any Court of record in the state of Ohio, or elsewhere to waive the issuing and service of process against us or any of us or the survivor or survivors of us and confess judgment in favor of Dennis Kelley against us or any of us or the survivor or survivors of us for the amount that may be then due thereon, with interest at therein mentioned and cost of suit and also in behalf of us or any of us or the survivor or survivors of us, to waive ~~judgment~~ and release all errors in said proceedings and judgment, and all proceedings petitions and writs of error thereon. (signed) Taylor Westerweller.

On the same day Dec 16th 1890 The Defendant Came and waived process and ~~as~~ confessed judgment on the amount of said note and asked that judgment be entered herein for said amount.
Therefore it is considered by me that the plaintiff Dennis Kelley recover of the Defendant Taylor Westerweller the sum of one hundred and forty and 32/100 dollars and the costs herein Taxed at one and 30/100 dollars and interest at 8 per cent and costs that accrue items of cost in margin. J.P. McDowell

The above Judgment transferred to Howard Black Dec 27th 1890 as per above attached this Case
Jan 1st 1891 received of Taylor Westerweller $140.02 in full for judgment and costs

RT,

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FOR Jerome TOWNSHIP.

Rec'd from Taylor Westerweller 1891 -
April 2nd $1.45.05 Judgment rec'd in
Kelly V Westerweller -
Howard Black

129.61
.08
10368
3456
13.82
129.61
1.30
$144.73
3 2
145.05

1890 - 4 - 1
1889 - 12 - 2
1 - 4

91 - 4 - 1
1890 - 12 - 11
3 - 20

140.32
.08
11226
.9355
2.806
.63
1.30
140.32
145.05

December 16th, 1890. the Defendant in the above case came and by Elijah K Fox his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, Elijah K Fox as surety for the above Stay of Execution on the above Judgment of Dennis Keller against Taylor Westerweller do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

Elijah K Fox, Surety.

Taken by and signed and acknowledged before me, and surety approved, this 26th day of December A. D. 1890

J. P. McDowell J. P. 1891. Stay of Execution expires Aug 16th

Am't then due $147.80

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P.

for Dollars and

cents, and costs taxed

and the said

intends to appeal

therefrom to the Court of Common Pleas of

County. Now, therefore, I,

of do hereby

promise and undertake to the said

in the sum of

Dollars,

that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

Dec 16th 1890

J. & G. Butler of Columbus

V.

Taylor Westerweller

Filed Dec. 16th 1890

J P McDowell J.P.

94.15
.03 1/3
282.45
31.38
313.83
3.14
310.69

Judgment had on the within note Dec 26th 1890 for $97.29 and $1.30

J P McDowell J.P.

1.50

97.29
1.30
98.59
4.93
93.66
5.19
88.47
107.48

$ 94 15/100 — July 16 = Plain City Ohio 1890

30 months after date ~~we or either of us~~ I promise to pay to The J & G Butler of Columbus or order, at The Farmers Bank

Ninety Four $ 15/100 DOLLARS.

And hereby empower any Attorney at Law at any time after the above Note becomes due, to appear for us, or either of us, in any Court of Record in the State of Ohio, or elsewhere, and waive issuing of process, and confess a judgment for the said amount, interest and costs, in favor of the holder thereof, and thereupon to release all error, and waive all right and benefit of appeal or second trial in our and each of our behalf, the makers and indorsers severally waive protest and notice of protest for non-payment, with eight per cent. interest from date, payable annually.

No. [L. S.]

Due Taylor Westerwelle [L. S.]

P. O. [L. S.]

DEMOCRAT PRINT SIDNEY.

THE STATE OF OHIO,
Union COUNTY, SS.

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

J & G Butler of Columbus

Pl'ffs.

vs.

Taylor Westerveller

Def'ts.

Judgment, $ 97.29

JUSTICE'S FEES.	Piff's Cost. Dols.	Piff's Cost. Cts.	Def'ts Cost. Dols.	Def'ts Cost. Cts.
Summons				
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing / *Papers*		5		
Record 300 *Words*		45		
Judgment		40		
Satisfaction		20		
Bail for Stay		40		
Execution and Filing				
Trans. and Certificate	costs paid			

CONSTABLE'S FEES.
Sum., Serv., and Mileage
Sub., Serv., and Mileage
Sum. Appraisers
Schedule and Bond
Serv. Garnishee
Att. Trial
Sum., Jury and Mileage
Copies
Ex. and Per Cent.

WITNESSES.

Before J P McDowell **Justice of the Peace.**

No. 30 *Amount Claimed, $*97.29

Dec 16 1890

The Plaintiff filed Their *bill of particulars which is in substance as follows* $94.15/100 July 16 Plain City Ohio 1890

On date i promise to pay to the J. & G. Butler of Columbus or order at the farmers Bank Ninety four $15/100 Dollars and hereby empower any attorney at law at any time after the above note becomes due or either of us in any court of record in the stat of Ohio or elsewhere and waive issuing of process. and confess for the said amount, interest and costs. in favor of the holder thereof. and thereupon to release all error and waive all all right and benefit of appeal or second trial in our and each of our behalf, the makers and endorsers severally waive protest and notice of protest for non payment, with eight per cent interest from date payable annually

(Signed) Taylor Westerveller

On the same day Dec. 16th 1890 the defendant came and waived process, confessed judgment on the amount of above described note and asked that judgment be entered herein for said amount against him

Therefore it is considered by me that the plaintiffs J & G Butler recover of the defendant Taylor Westerveller the sum of ninety seven and 29/100 dollars debt and this costs taxed at one and 50/100 dollars and interest at 8% and costs that accrue

Items of costs in the margin of this cas

J P McDowell J.P.

Rec'd of J P McDowell - Nov 10 1891 = above judgt in full $97.29 = 10428

Hammond & Black Att'y for Pl'ffs

RT,

FOR Jerome TOWNSHIP.

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104.28
1.50
$105.78

97.27
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December 16th, 1890, the Defendant in the above case came and by Elijah K Fox his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, Elijah K Fox as surety for the above Stay of Execution on the above Judgment of J & G. Butler, of Columbus against Taylor & Westerweller do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

Elijah K Fox, Surety.

Taken by and signed and acknowledged before me, and surety approved, this 26th day of December A. D. 1890 J. P. McDowell J. P. Stay of Execution expires Aug 16" 1891. Am't then due $102.48

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

104

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

S.M. Prugh Pl'ffs.

vs.

Patrick Fitzmartin Def'ts.

Judgment, $

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit for att.		40		
Order of		40		
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing 2 Papers		10		
Record 300 Words		45		
Judgment				
Satisfaction				
Bail for Stay				
Execution and Filing				
Dismission		20		
Trans. and Certificate		80		

CONSTABLE'S FEES.				
Sum., Serv., and Mileage				
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				

WITNESSES.

Before J P McDowell Justice of the Peace.

No 31 Amount Claimed, $26.99

January 2nd 189 1

The Plaintiff filed his bill of particulars which is in substance as follows: Patrick Fitzmartin in account with S M Prugh grocer

1890 Aug and continuing on until Dec. 1890 12 giving all the items amounting to $31.99

on which there is a credit of 5.00

Leaving a balance due Dec 12 " $26.99

Affidavit for attachment

The said Plaintiff S.M. Prugh makes oath that the claim in this action is on a book account and the said S. M. Prugh also makes oath that the said claim is just, and that the said plaintiff ought, as he the deponent believes to recover the sum twenty six and 99/100 dollars. He also makes and says that the ~~has good reason to~~ and does said defendant is a non resident of Union County O. and the said S.M. Prugh further makes oath and says that he has good reason to and does believe that the P. C. & St L. Railway Company of and within said county of Union has property of said defendant in its possession liable to be attached in this action to-wit: Money and affiant further says that the property sought to and about to be attached in this action is not exempt from execution, and is the personal earnings of the said defenant of said defendant, nor the personal earnings of his minor child or children for services rendered within three months prior to the commencement of said action of the plaintiff

Signed S.M. Prugh

Sworn to and Subscribed by the said S M Prugh this 2nd day of January A.D. 1891

J. P. McDowell

Summons and order of attachment issued on the same day returnable Jan. 10th 1891 at 1 o'clock P.M.

RT, FOR Jerome TOWNSHIP.

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Return of summons shows on the defendant in proper time
Return of order of attachment shows service on the garnishee by copy
Case dismissed by order of the Plaintiff and he to pay the costs in the case

, 18 , the Defendant in the above case came and by
his surety, resident of the County, approved by me as
good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,
as surety for the above Stay of Execution on the above Judgment of
against do hereby promise and undertake to pay the amount
of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this
day of A. D. 18 } Stay of Execution expires
J. P. } 18 . Am't then due $

, 18 . Issued an Execution for
returnable , 18 , and
delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of
A. D. 18 , the said
obtained a judgment against the said
on the docket of J. P.
for Dollars and
cents, and costs taxed
and the said
intends to appeal
therefrom to the Court of Common Pleas of
County. Now, therefore, I,
of do hereby
promise and undertake to the said
in the sum of
Dollars,
that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18
J. P.

THE STATE OF OHIO,
Union COUNTY, SS.

IN JUSTICE'S COURT,

712. E. L. Barrett & Son, Publishers, Springfield, Ohio.

S M Prugh

Pl'ffs.

vs.

Thomas Keavey

Def'ts.

Judgment, $

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit for att		40		
Order of " "		40		
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing 2 *Papers*		10		
Discontinuance		20		
Record 300 *Words*		45		
Judgment				
Satisfaction		80		
Bail for Stay				
Execution and Filing				
Trans. and Certificate				
CONSTABLE'S FEES.				
Sum., Serv., and Mileage		75		
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee		85		
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				
WITNESSES.				

Before J. P. McDowell Justice of the Peace.

No. 32 *Amount Claimed,* $10.87

Jan 2 189.

The Plaintiff filed his *bill of particulars which is in substance as follows:* Thomas Keavey in account with S. M. Prugh grocer.

1890

Nov. 12 To balance $7.85

" 12 bologna 15 Salt 05 oat meal 15 Beans 25 60

13 butter 30

15 butter 30 coal oil 10 Eggs 22 mustard 10 72

17 Flour 1.40

Total $10.87

Copy of affidavit for attachment

The said Plaintiff S. M. Prugh makes oath and says that the claim in this action is on a book account, and the said S. M. Prugh also makes oath that the said claim is just, and the said plaintiff ought as he the deponent believes to recover thereon ~~ten~~ and 87 dollars. He also makes oath that the said defendant is a non resident of Union County Ohio and the said S. M. Prugh further makes oath and says that has good reason to and does verily believe, that the P. C. C. & St L. Rail way company of and within the County of Union has property of the said defendant in its possession liable to be attached in this action to writ Money And affiant further says that the property sought and about to be attached in this action is not exempt from execution and is the personal earnings of said defendant, nor the personal earnings of his minor child or children, for services rendered within three months prior to the commencement of said action of the Plaintiff

(Signed) S. M. Prugh

Sworn to and subscribed before me this 2nd day of Jan 1891

J. P. McDowell J.P.

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I issued summons and order of attachment on the same day returnable Jan. 10th at 1 o'clock P.M.
On the return of the summons the Constable reported service on the defendant. On the attachment he reported service on the garnishee
The case dismissed by order of the Plaintiff he to pay the costs

, 18 . the Defendant in the above case came and by

his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires

J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of

A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P.

for Dollars and

cents, and costs taxed

and the said

intends to appeal

therefrom to the Court of Common Pleas of

County. Now, therefore, I,

of do hereby

promise and undertake to the said

in the sum of

Dollars,

that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO,
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Before J P McDowell Justice of the Peace.

No. 33 Amount Claimed, $10.17

January 3rd 1891

The Plaintiff filed his bill of particulars which is in substance as follows: Plain City Ohio Jany. 2nd 1891

Mr John Notemans
To Wm. Allen Dr.

1891
Jany 2nd To Mdse $9.60
" " interest .57
Balance $10.17

Issued summons on the same returnable Jan. 8th 1891 at 1 oclock PM
Return of Sum
I received this writ January 3d 1891 and served the same on defendant by leaving certified copy there of with John Notemen on the ~~same~~ day personally by copy on the 3d day of Jan. 1891
Service and return 25 Copy 25 mileage 1 mile 20 total 70 signed John Riley Constable

On the day and at the time set for trial the plaintiff appeared and after waiting one hour the defendant failed to appear, the plaintiff demanded trial had. Plaintiff was sworn and testified that the above account is for groceries, tobacco cigars etc. and that there is still due on said account the sum of 9.60 and interest on the same for six months of 57 cents Total amount due.
Therefore it is considered by me that William Allen the plaintiff recover of the ~~plaintiff~~ defendant John Notemen in default the sum of ten and 17 dollars and interest at 6% and his costs as taxed at $1.80 and costs that accrue
This 8th Day of January A.D. 1891
J. P McDowell J P

Jan 17th 1891 costs paid by the plaintiff

Williams Allen
Pl'ffs.
vs.
John Notemen
Def'ts.
Judgment, $

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing / Witnesses		5		
Adjournment				
Filing 2 Papers		10		
Record 200 Words		30		
Judgment		40		
Satisfaction				
Bail for Stay				
Execution and Filing				
Trans. and Certificate				
CONSTABLE'S FEES.				
Sum., Serv., and Mileage		70 Paid		
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				
WITNESSES.				

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RT, FOR Jerome TOWNSHIP.

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, 18 , the Defendant in the above case came and by his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, as surety for the above Stay of Execution on the above Judgment of against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this day of A. D. 18 } Stay of Execution expires J. P. } 18 . Am't then due $

, 18 . Issued an Execution for returnable , 18 , and delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said obtained a judgment against the said on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

State of Ohio
Plaintiff
vs.
Charles Minthorn
defendant
Warrant in Custody

Mar. 9, 1891 Received this warrant
I have taken the body of the within named
Charles Minthorn ~~and have him before the~~
~~within named Justice~~ and By order of Plaintiff Wms
This 10 day of march 1891 Rebates on promis to

Fees			
service		40	Henry and wm Merrill
Mileage	32	160	
Assistance		300	
~~Board~~ transportation		200	the same day ~~Constable~~
Lodging		200	
		$ 7,00	

John Riley Constable

The State of Ohio Union County, ss.

To any sheriff or Constable of the state of Ohio greeting:

Whereas Clara Coy unmarried woman resident of the county of Union hath this day made complaint on oath, and in writing to and before me J.P. McDowell Justice of the peace in and for the township of Jerome in said County, that she is now pregnant of a bastard child and that Charles Minthorn is the father of said child.

You are therefore commanded to pursue and arrest the said Charles Minthorn in any County in this state, and bring him forthwith before me to answer said complaint; and for so doing this shall be your warrant.

Given under my hand this 9th day of March A.D. 1891

J.P. McDowell J.P.

THE STATE OF OHIO,
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Clara Croy
Complainant in
bastardy Pl'ff's.
vs.

Charles Minthorn

Def'ts.

Judgment, $

JUSTICE'S FEES.	Plff's Cost. Dols.	Plff's Cost. Cts.	Def'ts Cost. Dols.	Def'ts Cost. Cts.
Summons				
Affidavit		40		
Order of Warrant		40		
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing 2 Papers		10		
Record 200 Words		30		
Judgment				
Satisfaction				
Bail for Stay				
Execution and Filing				
Trans. and Certificate				

CONSTABLE'S FEES.	
Sum., Serv., and Mileage	
Sub., Serv., and Mileage	
Sum. Appraisers	
Schedule and Bond	
Serv. Garnishee	
Att. Trial	
Sum., Jury and Mileage	
Copies	
Ex. and Per Cent.	
war. serv. & mileage and Assistents and license	9.00

WITNESSES.

Before J P McDowell Justice of the Peace.

No. 34 Amount Claimed, $

18

The Plaintiff filed Complaint bill of particulars which is in substance as follows: March 9th 1891 Clara Croy an unmarried woman, a resident of the Township of Jerome County of Union Ohio, this day made Complaint under oath to me as follows, that she is an unmarried woman, resident of the township of Jerome in said County and that she is now pregnant with a bastard child, and that Charles Minthorn is the father of said child.

(signed) Clara Croy.

Same day issued a warrant which is as follows. To any Constable or sheriff of the state of Ohio greeting:

Whereas Clara Croy an unmarried woman woman resident of the County of Union hath this day made complaint on oath and in writing to and before me J. P. McDowell Justice of the peace in and for the township of Jerome in said County, that she is now pregnant of a bastard child, and that Charles Minthorn is the father of said child.

You are therefore commanded to pursue and arrest the said Charles Minthorn in any County in this state and bring him forthwith before me to answer said complaint and for so doing this shall be your warrant

Given my hand this 9th day of March A.D. 1891

Return of warrant.

Mar. 9th 1891 Received this warrant I have taken the body of the within named Charles Minthorn ~~and leave him~~ by order of the plaintiff was released on promise to marry and was married to on this 18th day of March 1891

Fees service 40 mileage 3 2 mi 160 2 assistants 350
Transportation 200 License 200 Total $9 00

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of the Peace.

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FOR Jerome TOWNSHIP.

, 18 . the Defendant in the above case came and by

his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires

J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Burns Kimbrough *Pl'ffs.*

vs.

Benjamin Linville *Def'ts.*

Judgment, $

JUSTICE'S FEES.		Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons			25		
Affidavit					
Order of					
Undertaking					
Subpœna's	19 Names		80		55
Swearing	8 Witnesses		40		
Issuing Venire			40		
Adjournment			20		
Filing	6 Papers		20		10
Record	500 Words		75		
Judgment					40
Satisfaction					105
Bail for Stay					
Execution and Filing					
Jury fee					2 50
Trans. and Certificate					
Sitting in case		1 00			
		4 00			

CONSTABLE'S FEES.			
Sum., Serv., and Mileage		95	
Sub., Serv., and Mileage		1 55	2 10
Sum. Appraisers			
Schedule and Bond			
Serv. Garnishee			
Att. Trial			
Sum., Jury and Mileage		1 25	
4	Copies	25	75
Ex. and Per Cent.		4 95 1 85	
		6. 80	

WITNESSES.			
James Douglass	50	Paid	
George Kimbrough	50		
E. Hester	50		
B. B. Chapra	50		
John Lape	50		
Sem Lape	50	Paid	
Cunningham	Paid		90
Esley Patch	Paid		50
D Linville	Paid		25
David Patch	Paid		90
Frank Chappel	Paid		90
Wm Platt	Paid		50

Before J. P. McDowell Justice of the Peace.

No. 35 Amount Claimed, $ 43 35

March 10th 1891

The Plaintiff filed his bill of particulars which is in substance as follows: Plaintiff says that defendant is justly indebted to him in the sum of $43.35 on book account for M'd'se sold and delivered to him at his request between the 15th day of April A.D. 1890 and the 28th day of June A.D. 1890.

And prays judgment against defendant for said sum of $43 35 and costs of suit. Signed Burns Kimbrough

By his counsel H. M. Rowe

On the same day I issued a summons and delivered it to John Riley Constable returnable March 14th 1891 1 P.M.

Return of summons

I received this writ—March 10th 1891 and send the same on the defendant by leaving certified thereof at his residence the same day March 10th 1891. Service and return 25 Copy 25 Mileage 10 miles 70 total $1.20

March 14th 1891 John Durbin personally came and acknowledged himself and says that he will be responsible for all the costs in the above case John Durbon

Signed by the above named John Durbon in my presence and surety approved by me this 14th day of March A.D. 1891 J. P. McDowell J.P.

At the time set for the trial the case was called the defendant stated that he was not ready for trial as he had sora important witnesses that were outside of the county. The Plaintiff asked the defendant to file his answer. Which he did as follows. Def'ts Answer

Now comes the defendant and denies each and every allegation made by the Plaintiff in his bill of Particulars. (signed) Benj. Linville by his Att'y W. P. Andrews

Plaintiff asked for a jury trial

A Pannel was struck and the following jury was selected Clark Rickard. J. K. Holycross. Wm Noleman Samuel Willis John E. McKune Mr Rouse

The case was adjourned till March 21st 9 A.M.

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T, FOR Jerome TOWNSHIP.

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Samuel Willis

March 20th 1891 I issued venire, and subpoena for the following persons for the plaintiff. Geo. Kimbrough, James Douglass, Sem. Sape, E. Hester, Pasley Conners, Geo. Allen Isaac Sape, Dave. Weaver, Geo. Sape, R.B. Charra, Harry Charra and John Sape, for the defense I issued subpoena for R.B. Charra, Esley Patch, David Patch Frank Channel and John Cunningham. Parties present and ready at time for trial. Plaintiff amended his bill of particulars by inserting the words as a saloon Keeper.

the Jury called and sworn. the plaintiff's witnesses were called and sworn and ~~testified~~ the Plaintiff ~~testified~~ and the was rested.

The defense asked to amend his bill to insert the following sentence; for the reason that deft was in the habit of getting intoxicated. Which was objected to by the Plaintiff. but I allowed. Six witnesses were examined on the part of the defense. Several witnesses were examined by the plaintiff in rebuttal. After the Pleas of the counsel the case was given to the jury When the jury returned their answer to the question for whom do you find? was we find for the defendant. Defendant paid the five jury men 50cts each. The following is the verdict.

We the jury do find for the defendant

(signed) J.E. McCune Foreman

I find from said verdict no cause of action.

Therefore it is considered by me that defendant recover of the Plaintiff the sum Ten and 40/100 dollars as found in the margin of this case and his costs that accrue

This 21st day of March A.D. 1891 J.P. McDowell J.P.

Plaintiffs costs so far is $11.00

April 14th 1891 Received from John Durbin $1.75

, 18 , the Defendant in the above case came and by

his surety, resident of the County, approved by me as

good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

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J. P. } 18 . Am't then due $

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Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of

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on the docket of J. P.

for Dollars and

cents, and costs taxed

and the said

intends to appeal

therefrom to the Court of Common Pleas of

County. Now, therefore, I,

of do hereby

promise and undertake to the said

in the sum of

Dollars,

that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Pubishers, Springfield, Ohio.

A Raypole as supervisor of Road District No 8

Pl'ffs.

vs.

Begman Neil

Def'ts.

Judgment, $

JUSTICE'S FEES.	Piff's Cost. Dols.	Piff's Cost. Cts.	Def'ts Cost. Dols.	Def'ts Cost. Cts.
Summons				
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing Papers				
Record Words				
Judgment				
Satisfaction				
Bail for Stay				
Execution and Filing				
Trans. and Certificate				
CONSTABLE'S FEES.				
Sum., Serv., and Mileage				
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				
WITNESSES.				

Before J. P. McDowell Justice of the Peace.

No. 86 Amount Claimed, $ 4.00

March 11th 1891

The Plaintiff filed his bill of particulars which is in substance as follows: The defendant is indebted to road district No 8 Jerome Township Union Co. O. in the sum of three dollars for failing to perform the two days Labor on the public roads required of him by law for the 1890 after having been duly notified, and Plaintiff further asks judgment for $1.00 forfeit by statute in such cases made and provided, in all $4.00 and costs of prosecution. March 3rd 1891

signed Abram Raypole
supervisor of Road Dist No. 8

Issued summons returnable March 16th 1891

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good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,
as surety for the above Stay of Execution on the above Judgment of
against do hereby promise and undertake to pay the amount
of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this
day of A. D. 18 } Stay of Execution expires
J. P. } 18 . Am't then due $

, 18 . Issued an Execution for
returnable , 18 , and
delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of
A. D. 18 , the said
obtained a judgment against the said
on the docket of J. P.
for Dollars and
cents, and costs taxed
and the said
intends to appeal
therefrom to the Court of Common Pleas of
County. Now, therefore, I,
of do hereby
promise and undertake to the said
in the sum of
Dollars,
that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-12 E. L. Barrett & Son, Publishers, Springfield, Ohio.

A Raypole as supervisor of road dist. No 8.

Pl'ffs.

vs.

Rolina Hill

Def'ts.

Judgment, $

Before J. P. McDowell Justice of the Peace.

No. 37 Amount Claimed, $4.00

May 11th 1891

The Plaintiff filed his bill of particulars which is in substance as follows:

The defendant is indebted to road district No 6 Jerome township Union Co. Ohio in the sum of three dollars for failing to perform the two days labor on the public roads required of him by law for the year 1890 after having been duly notified and plaintiff further asks judgment for $1.00 forfeit by statute in such cases made and provided. in all $4.00 and costs of Prosecution. March 3rd 1891

(signed) Abram Raypole supervisor of Road dist No. 8

issued summons returnable Mar 16th 1891 9 A.M.

JUSTICE'S FEES.	Plff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons	25			
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing Papers				
Record Words				
Judgment				
Satisfaction				
Bail for Stay				
Execution and Filing				
Trans. and Certificate				

CONSTABLE'S FEES.				
Sum., Serv., and Mileage				
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
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Sum., Jury and Mileage				
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Ex. and Per Cent.				

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, 18 , the Defendant in the above case came and by his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, as surety for the above Stay of Execution on the above Judgment of against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this day of A. D. 18 } Stay of Execution expires
J. P. } 18 . Am't then due $

, 18 . Issued an Execution for returnable , 18 , and delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said obtained a judgment against the said on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

A Raypole supervisor of road dist No 8

Pl'ffs.

vs.

Cliff Seely

Def'ts.

Judgment, $

JUSTICE'S FEES.	Piff's Cost. Dols.	Piff's Cost. Cts.	Def'ts Cost. Dols.	Def'ts Cost. Cts.
Summons		25		
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing Papers				
Record Words				
Judgment				
Satisfaction				
Bail for Stay				
Execution and Filing				
Trans. and Certificate				
CONSTABLE'S FEES.				
Sum., Serv., and Mileage				
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				
WITNESSES.				

Before J. P. McDowell Justice of the Peace.

No. 38 Amount Claimed, $4.00

March 10th 1891

The Plaintiff filed his bill of particulars which is in substance as follows: Defendant is indebted to road district #8 Jerome township Union Co. O. in the sum of $2.00 for failing to perform the two days labor required of him by law on the public roads in the year 1890 after having been duly notified, and the plaintiff further asks judgment for $2.00 forfeit by statute cases in such cases made and provided in all $4.00 and costs of prosecution. March 3d 1891

(Signed) Abram Raypole Supervisor of road Dist No 8

Issued Summons returnable March 16th 1891 9 A.M.

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his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

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In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires

J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

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delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-12. H. L. Barrett & Son, Publishers, Springfield, Ohio.

A Raypole as supervisor
of dist No 8

Pl'ffs.

vs.

William Latimer

Def'ts.

Judgment, $

JUSTICE'S FEES.	Piff's Cost. Dols.	Piff's Cost. Cts.	Def'ts Cost. Dols.	Def'ts Cost. Cts.
Summons				
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing Papers				
Record Words				
Judgment				
Satisfaction				
Bail for Stay				
Execution and Filing				
Trans. and Certificate				
CONSTABLE'S FEES.				
Sum., Serv., and Mileage				
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				
WITNESSES.				

Before J. P. McDowell Justice of the Peace.

No. 39 Amount Claimed, $ 4.00

March 11th 1891

The Plaintiff filed his bill of particulars which is in substance as follows: Defendant is indebted to road dist. No. 8 in Jerome township Union Co. Ohio in the sum of three dollars for failing to perform the two days labor required of him by law in the year 1890 after having been duly notified, and plaintiff further asks Judgment for $1.00 forfeit by statute in such cases made and provided. in all $4.00 and costs of prosecution. March 3rd 1891

(Signed) Abram Raypole supervisor of road dist No 8

Issued summons returnable March 16th 1891 9 A M

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FOR Jerome TOWNSHIP.

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STAY OF EXECUTION

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In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires

J. P. } 18 . Am't then due $

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delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said

obtained a judgment against the said

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Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO,
Union COUNTY, SS.)

IN JUSTICE'S COURT,

12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

A. Raypole as supervisor Pl'ffs.

vs.

David Hamilton Def'ts.

Judgment, $

Before J P McDowell Justice of the Peace.

No. 48 Amount Claimed, $4.00

March 11th 1891

The Plaintiff filed his bill of particulars which is in substance as follows: The defendant is indebted to road district No. 8 of Jerome township Union County Ohio in the sum of three dollars for failing to perform the two days labor required of him by law after having been duly notified, ~~and plaintiff further~~ asks for the year 1890 and plaintiff further ask judgment for $1.00 forfeit by statute in such cases made and provided for in all and costs of prosecution March 3rd 1891 Signed Abram Raypole supervisor road dist No 8 Issued summons returnable Mar. 16th 1891 9 A.M.

JUSTICE'S FEES.	Plff's Cost. Dols.	Plff's Cost. Cts.	Def'ts Cost. Dols.	Def'ts Cost. Cts.
Summons				
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing Papers				
Record Words				
Judgment				
Satisfaction				
Bail for Stay				
Execution and Filing				
Trans. and Certificate				

CONSTABLE'S FEES.				
Sum., Serv., and Mileage				
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Att. Trial				
Sum., Jury and Mileage				
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Ex. and Per Cent.				

WITNESSES.				

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STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, as surety for the above Stay of Execution on the above Judgment of against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this day of A. D. 18 } Stay of Execution expires
J. P. } 18 . Am't then due $

, 18 . Issued an Execution for returnable , 18 , and delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said obtained a judgment against the said on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO,
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

A Rayple as supervisor Road dist. No 8

Pl'ffs.

vs.

William Harriott

Def'ts.

Judgment, $

JUSTICE'S FEES.	Piff's Cost. Dols.	Piff's Cost. Cts.	Def'ts Cost. Dols.	Def'ts Cost. Cts.
Summons		25		
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing Papers				
Record Words				
Judgment				
Satisfaction				
Bail for Stay				
Execution and Filing				
Trans. and Certificate				
CONSTABLE'S FEES.				
Sum., Serv., and Mileage				
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				
WITNESSES.				

Before J. P. McDowell Justice of the Peace.

No. 41 Amount Claimed, $4.00

18

The Plaintiff filed his bill of particulars which is in substance as follows: The defendant is indebted to road district No 8 of Jerome township Union County Ohio in the sum of three dollars for failure to perform the two days labor on the public road required of him by law for the year 1890 after having been duly notified, and plaintiff further asks judgment for $1.00 forfeit by statute in such cases made and provided, in all $4.00 and costs of prosecution. March 3rd 1891

(signed) Abrum Rayple supervisor of road dist No. 8

Issued summons returnable Mar. 16th 1891 9 A.M.

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STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires
J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I,

of do hereby promise and undertake to the said in the sum of

Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO,
Union COUNTY, SS.

IN JUSTICE'S COURT,

7-19. E. L. Barrett & Son, Publishers, Springfield, Ohio.

John F Kilbury
Pl'ffs.
vs.
Chicago, St Louis & Pittsburgh railroad Company
Def'ts.
Judgment, $

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons	25			
Affidavit				
Order of Undertaking				
Subpœna Names				
Swearing | Witnesses	5			
Adjournment				
Filing 2 Papers	10			
Record 50 Words	90			
Judgment	40			
Satisfaction				
Bail for Stay				
Execution and Filing				
Trans. and Certificate				

CONSTABLE'S FEES.		
Sum., Serv., and Mileage 1 Copy	1	15
Sub., Serv., and Mileage		
Sum. Appraisers		
Schedule and Bond		
Serv. Garnishee		
Att. Trial		
Sum., Jury and Mileage		
Copies		
Ex. and Per Cent.		

WITNESSES.

Before J. P. McDowell Justice of the Peace.

No. 42 Amount Claimed, $121.

June 13th 1891

The Plaintiff filed his bill of particulars which is in substance as follows:

Plaintiff says that his cause of is this
I st That on or about the 1st day of January 1890 through the negligence and carelessness of the employes of the defendant in operating a train of cars drawn by a locomotive over their said railroad, said train so operating ran over and killed two hogs two hogs the property of this plaintiff and plaintiff has been damaged thereby in the sum of six Dollars ($6.00)

II That on or about the first day of March 1891 through the negligence and carelessness of the employes of this defendant in operating a train of cars ~~drawn~~ drawn by over their said rail road said train of cars so operated ran over and killed nine head of sheep and wounded four others which soon after died, said sheep so killed and wounded were the property of this plaintiff and he was damaged by reason thereof in the further sum of sixty five dollars ($65.00)

III That by reason of the negligence and carelessness of this defendant in not keeping ~~up~~ in repair a certain fence along the ~~north side~~ boards north line of their said rail road along the lands of this plaintiff, which said defendants duty it was to ~~keep~~ build & maintain and thereby loosing to this plaintiff the use of about 65 acres of land for the full term of five months during which time said plaintiff was compelled to keep his stock in small lots and feeding said stock so kept up, Plaintiff has been further damaged in the sum of fifty dollars ($50.00)

Total damages claimed $121.00

Therefore plaintiff prays judgment against this defendant for the said sum of one hundred and twenty one ($121.00) and costs of suit

(signed) John F. Kilbury
by his Counsel H M Rouse

Issued summons returnable June 24th 1891 At 1 P.M.

T, FOR Jerome TOWNSHIP.

of the Peace.

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Return of summons

June 17th 1891 I received this writ June 16th 1891, served the same on defendant, by leaving certified thereof with the agent of the defendant, at Unionville Center Union County O. at 9 oclock and and 20 minutes A.M. Constables fees on this service and Return .25 Copy 25 mileage 10 miles 65 = $1.15 signed John Riley, Constable.
June 24th 1891 at the time set for trial the Plaintiff appeared and after waiting one hour the defendant failed to appear.
The plaintiff asked permission add the following amendment to his bill of particulars to-wit
June 24th 1891 plaintiff asks leave of the court to amend his bill of Particulars by adding the loss of 200 fence rails which were burnt through the carelessness of this defendant, at $3.00 per hundred making $6.00 more, making the whole amount claimed $12.00 which said amendment was granted by the Court.

(signed) John F Kilbury
By his Counsel H.M. Rouse.

The Plaintiff was sworn and testified in what way he was damaged and to what extent and in the absense of any contradictory evidence
It is therefore considered by me ~~that~~ that the plaintiff recover of the defendant Company the Chicago, St Louis and Pittsburgh railroad Company in default the sum of one hundred twenty seven dollars damage and his costs as taxed in the margin of this case at $2.85 with interest at 6 per cent and costs that accrue. J.M. Dowell J.P.
By an inadvertance and mistake in bringing the above action the plaintiff asks that the same be dismissed and judgment cancelled
The above request is granted and the case dismissed and judgment cancelled without to new action on the same allegations

, 18 , the Defendant in the above case came and by his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, as surety for the above Stay of Execution on the above Judgment of against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this day of A. D. 18 } Stay of Execution expires
J. P. } 18 . Am't then due $

, 18 . Issued an Execution for returnable , 18 , and delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said obtained a judgment against the said on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO,
Union COUNTY, SS.

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

David Patch
Pl'ffs.
vs.
John Heiss
Def'ts.
Judgment, $

Before P McDowell Justice of the Peace.
No. 43 Amount Claimed, $ 15.
June 18th. 1891
The Plaintiff filed his bill of particulars which is in substance as follows: ~~For breaker~~

John Hise Dr. to David Patch
For breaking and keeping one bay 3 year old mare colt in the months and up till the 5 of June A.D. 1891 ~~for~~ which they is due me $15 00
(Signed) David Patch.

I issued summons for the Defendant on the same day returnable June 23" 1891 at 1 P.M. Returned June 23 indorsed
I received this writ June 18th 1891 and June 20th 1891 I served the same on defendant by leaving certified copy thereof on the within named John Hise personally at his residence
Fees service and return 25- Copy 25- mileage 8 miles 55- Cts = $1.05- (signed) John Riley Cons
June 23d 1891 Time for trial parties met Defendant demanded jury trial panned drawn and the following jurors were chosen.
Bigger McCullough H.P. Woods John T McCullough George Converse M.B. Smith and Wm. Early.
The following were subpoenead for the plaintiff John T. Cunningham sen, John Struble, Harman Patch Jr Jacob Fisher David Linville and Del McKeen for the defense Jacob Fisher Kate Heiss, Dora Heiss Michael Bauer and Charles Doudna
The case was adjourned till June 30th 1891 for the purpose of getting a jury witnesses etc
June 30th 1891 parties appeared and when the case was called Plaintiff made affidavit for continuance, The substance of which is as follows, that he wished to obtain the evidence of William Durbin an important witness who resides in Franklin County and that he can obtain his evidence in thirty days, and that this is not merely for delay but for the purposes of justice
Witnesses for the plaintiff who were present G.T. Cunningham sen, John Struble Harman Patch jun Jacob Fisher.

JUSTICE'S FEES.	Plff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit for Cont'in-		40		
Order of				
Undertaking				
Subpœna 9 4 Names		65		40
Swearing 14 Witnesses		45		25
Adjournment		20		20
Filing 4 Papers		10		10
Sitting in Case 2 hrs		2 00		
Record 700 Words		1,05		
Judgment		4 10		
Satisfaction		40		
Bail for Stay		4 50		
Execution and Filing		95		45
Venire for jury				40
Trans. and Certificate				
Paid	3 95			1 35
Jury fee				3.50

CONSTABLE'S FEES.				
Sum., Serv., and Mileage & Copy		1 05		
Sub., Serv., and Mileage		1.55		
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial 2 days		2 00		
Sum., Jury and Mileage		2.95		2.35
Copies		4.60		2.35
Ex. and Per Cent.				

WITNESSES.				
Harman Patch		1.80		
David Linville		1.80		
John Struble		1.80		
Jacob Fisher		2 00		
G.T. Cunningham sen		1.80		
J.T. Cunningham	paid	1.80		
Del McKeen		2.20		
Frank Channel		90		
Simon Heiss		90		
Katy Heiss		1.80		90
Dora Heiss		1.80		1 80
Mike Bauer		1.80		1 80
Charles Doudna		1.80		1 80

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Del. McKeer, and J.T. Cunningham Jun, Defendants witnesses present Jacob Fisher, Mick Bauer, Dora Heiss and Charles Doudna M.B. Smith and George Convers ~~were~~ were present as jurors the case was adjourned till July 28th 1891 at 9 A.M. one fold The costs of the witnesses and jurors in the case present at this time to be paid by the plaintiff and the balance to follow the suit, ~~Case adjourned to July 28 9 o'clock A.M.~~

At the time set for trial only one juror was present a new list was called for to fill the pannel and the list was given to the constable This juror with the following talesmen appeared, George Converse as former juror who with M.H. Rouse, G.E. Kilbury, J.K. Holycross, Perry Convers and E.L. Arty talesmen were impaneled and sworn. Trial had.

The plaintiffs witnesses David D Patch, Will Durbin, David Linville, John Stuble, Harman Patch J.T. Cunningham sen. J.T. Cunningham Jun, Frank Channel, Simon, and Del. McKeer were sworn and examined; and the defendants witnesses John Heis, Katy Heis, Dora Heis, Mike Bauer and Charles were sworn and examined. Jacob demanded his fee not sworn.

The jury having heard the proofs and allegations of both parties agreed upon and returned their verdict this day, as follows.

We the jury do find for the defendant. Jury fee $3.50 paid by defendant

(Signed) E.L. Arty Foreman

There upon upon said day it is considered by me that the defendant recover of the plaintiff his costs herein taxed, at ~~fourteen~~ thirteen and ~~80~~ 90/100 dollars, as follows. sub. 4 names 40 swearing 5 wit- 25- adjournment 20 filing 2 papers 10 judgment 40 venire for jury 40. Constables fees summoning 2 juries and mileage $2.35- Jury fee $3.50 4 witness fees $1.80 each $7.20 total $13.90 and costs that accrue

J.P. McDowell J.P. McDowell J.P.

Plaintiffs Costs

Iss. sum. 25- Affidavit for con. 40 sub 9 names .45- swearing 9 wit. 45- Adj 20 filing 2.10 record 700 words 1.05- = $4.10. Constables fees on summons 1.05- on sub. 1.53- Attendance 2 days 2.00 = 4.60

9 witness fees $14.00 = $22.70.

August 8th 1891 issued

, 18 , the Defendant in the above case came and by his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, as surety for the above Stay of Execution on the above Judgment of against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this day of A. D. 18 } Stay of Execution expires J. P. } 18 . Am't then due $

, 18 . Issued an Execution for thirty five dollars and forty cents. returnable September 7th , 1891 . and delivered the same to John Riley , Constable.

Execution returned and endorsed as follows: Aug 9. 1891 I levied upon two thirds of 1 acres of corn on the Coleman farm occupied by Jacob Fisher at 10 o'clock A.M. I did not advertise for want of time my fees service 40 mileage 75 cts $1.15-

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said obtained a judgment against the said on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO, Union COUNTY, SS.

IN JUSTICE'S COURT,

7-10. E. L. Barrett & Son, Publishers, Springfield, Ohio.

J P Morse

Pl'ffs.

vs.

J H Irwin

Def'ts.

Judgment, $ 254.05

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing 2 Papers		10		
Record 300 Words		45		
Judgment		40		
Satisfaction				
Bail for Stay				
Execution and Filing				
Trans. and Certificate		1 00		
		costs paid by plaintiff		
CONSTABLE'S FEES.				
Sum., Serv., and Mileage		70		
Sub., Serv., and Mileage		paid		
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				
WITNESSES.				

Before J.P. McDowell Justice of the Peace.

No. 44 Amount Claimed, $254.15

June 29th 1891

The Plaintiff filed his bill of particulars which is in substance as follows: Plaintiff claims judgment against defendant for the sum of one hundred and seventy four and 5/100 dollars with eight per cent interest on four hundred and seventy four dollars and 50 cents from October 1st 1887 subject to a credit of $50 October 1st 1887 $50 December 1st 1888 and $100 July 1st 1889 on an account of which is hereto attached and marked exhibit "A" and made part hereof

(signed) J.P. Morse

Account as sworn to. The State of Ohio Union county ss

J.P. Morse the Plaintiff being sworn makes oath that the fact stated in the foregoing bill of Particulars are as affiant believes true. (signed) J.P. Morse

Sworn to by said J.P. Morse before me and signed by him in my presence this 11th day of June 1891

(signed) J H Kincaid J.P.

I issued summons returnable July 8th 1891 4 P.M.

Return'd. I received this writ June 29th 1891 and on July 4th 1891 I served the same on defendant by leaving certified copy thereof on the within named John H. Irwin personaly

Constable's Fees on this writ service and return 25 copy 25 mileage 20 total $.70 John Riley constable

On the return day at the time set for trial the Plaintiff having filed his bill of Particulars and sworn copy of his account, and after waiting one hour the defendant failed to appear I find that the defendant is indebted to the plaintiff in the sum of Two hundred and fifty four and 5/100 dollars principal and interest on said account.

Therefore it is considered by me that the Plaintiff J.P. Morse recover of the defendant John H. Irwin in default the sum of two hundred and fifty four and 5/100 dollars debt and his costs herein taxed at $1.90 as per items in margin of this case and interest 8 per cent and costs that accrue

J.P. McDowell J.P.

Plaintiff took transcript to the execution docket

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.....his surety, resident of the County, approved by me as

good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, ...

as surety for the above Stay of Execution on the above Judgment of .....

against ..... do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

....., Surety.

Taken by and signed and acknowledged before me, and surety approved, this .....

day of ..... A. D. 18..... } Stay of Execution expires .....

J. P. } 18..... Am't then due $.....

....., 18..... Issued an Execution for .....

returnable ....., 18....., and

delivered the same to ....., Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the ..... day of .....

A. D. 18....., the said .....

obtained a judgment against the said .....

on the docket of ..... J. P.

for ..... Dollars and .....

cents, and costs taxed .....

and the said .....

intends to appeal therefrom to the Court of Common Pleas of .....

County. Now, therefore, I, ...

of ..... do hereby promise and undertake to the said .....

in the sum of .....

Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this ..... day of ..... A. D. 18.....

J. P.

THE STATE OF OHIO,
Union COUNTY, SS.

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

A.J. Rigdon

Pl'ffs.

vs.

John H Irwin

Def'ts.

Judgment, $

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit				
Order of				
Undertaking				
Subpœna *Names*				
Swearing *Witnesses*				
Adjournment				
Filing 2 *Papers*		10		
Record 300 *Words*		45		
Judgment		50		
Satisfaction				
Bail for Stay				
Execution and Filing				
Trans. and Certificate		100		
costs paid by plaintiff				
CONSTABLE'S FEES.				
Sum., Serv., and Mileage		70		
Sub., Serv., and Mileage				
Sum. Appraisers		paid		
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				
WITNESSES.				

Before J P McDowell **Justice of the Peace.**

No. 457 *Amount Claimed, $* 215-

June 29th 1891

The Plaintiff filed his *bill of particulars which is in substance as follows:* Plaintiff claims judgment against defendant on an account a copy of which is hereto attached marked exhibit A." and made part hereof for the sum of one hundred and eighty five and 34/100 dollars with eight per cent interest thereon from the date of each item of said account subject to each credit as therein stated

(signed) A.J. Rigdon

The state of Ohio)
County of Union)ss

A.J. Rigdon the plaintiff being sworn makes oath that the facts stated in the foregoing bill of particulars are as affiant believes true (signed) A.J. Rigdon

Sworn to by said A.J. Rigdon before me and signed by him in my presence this 11th day of June A.D. 1891

(signed) J.H. Kinkaide J.P.

I issued summons returnable July 8th 1891 4 P.M.

Return of summons

I received this writ June 29th 1891 and on July 1 1891 I served the same on defendant by leaving certified copy thereof on the within named John H. Irwin Personally. Constable's fees on this writ service & return 25; Copy 25; mileage 20 Total $.70

signed John Riley Constable

July 8th 1891 Time for trial having arrived Plaintiff's sworn bill of particulars and account being on file, there being no defense and after defendant failing to appear waiting one hour. I find from said account that there is due said plaintiff by said defendant the sum of two hundred and fifteen dollars principal and interest

Therefore it is considered by me that that the plaintiff A.J. Rigdon recover of the defendant in default the sum of Two hundred and fifteen dollars debt with interest at 8 per cent and his costs taxed at one dollar and ninety cents as per items in the margin of this case and costs that accrue

J.P. McDowell J.P.

Transcript to the execution docket Marysville O.

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FOR Jerome TOWNSHIP.

of the Peace.

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good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

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In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires

J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P.

for Dollars and

cents, and costs taxed

and the said

intends to appeal

therefrom to the Court of Common Pleas of

County. Now, therefore, I,

of do hereby

promise and undertake to the said

in the sum of

Dollars,

that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO, Union COUNTY, SS.

IN JUSTICE'S COURT,

7-12. E. E. Barrett & Son, Publishers, Springfield, Ohio.

John F. Kilbury

Pl'ffs.

vs.

The Pittsburgh Cincinnati Chicago and St Louis Railway Company

Def'ts.

Judgment, $127.00

Before J P M Dowell Justice of the Peace.

No. 46 Amount Claimed, $127.

August 5th 1891

The Plaintiff filed his bill of particulars which is in substance as follows: I The plaintiff says defendant is a Corporation duly organized under the laws of the state of Ohio and on or about the 1st day of January 1890 owned and operated a certain railroad known as the Pittsburgh Cincinnati Chicago and St Louis Railway Company, with the track, cars and locomotives, and on or about, ~~about~~ said day by it servants agents and employes so recklessly, negligently and carelessly, managed, conducted and operated a train of cars drawn by a locomotive over and upon its track, as to strike run over and thereby kill two hogs belonging to the plaintiff and without fault on his part, which said hogs were of the value of six dollars - that said Railroad passes through the county of Union.

II Defendant is a corporation duly organized under the laws of the state of Ohio, and on or about the 1st day of March 1890 owned and operated a certain railroad ~~which passes through~~ known as the said County of Union, Known as the Pittsburgh Cincinnati Chicago and St Louis Railway Company with the track cars and locomotive and on or about said day, so recklessly, negligently, carelessly, and carelessly conducted and operated and managed a train of cars drawn by a locomotive over and upon its track, as to strike run over and kill and wound thirteen head of the plaintiff's sheep to his damage in the sum of sixty five dollars.

III Defendant is a corporation, duly organized under the laws of the State of Ohio, owned and operated a certain railway known as the Pittsburgh Cincinnati Chicago and St Louis Railway Company, with track, cars and locomotives for more than six years last past has been operated and conducted over and upon their said track which said track passes along the lands of the plaintiff and that said track passes through Union County Ohio. That said railway Company by their undertaking and agreement and by the laws of the state of Ohio were bound and required to fence and keep in repair a certain fence along the north line of its lands adjoining the said lands of the plaintiff. That notwithstanding the said obligation of the defendant, to build and keep in repair said fence it carelessly and negligently neglected and refused to build and keep in repair said fence, and thereby deprived the plaintiff of the use ~~of the~~ and occupancy of about 66 acres of his lands adjoining the lands of the ~~plaintiff~~ defendant; for a period

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit				
Order of				
Undertaking for appeal		40		
Subpœna 4 Names		40		
Swearing 1 Witnesses		5		
Adjournment				
Filing 3 Papers		15		
Record 800 Words		120		
Judgment		40		
Satisfaction				
Bail for Stay				
Execution and Filing				
Trans. and Certificate		2,05		
		4090		
CONSTABLE'S FEES.				
Sum., Serv., and Mileage 4 Def'ts		1 15		
Sub., Serv. 5 and Mileage 45		1 50		
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
" Copies		1 50		
Ex. and Per Cent.		5.10		
WITNESSES.				
E. Chapman 20 miles		4 70		
E. Chapman		80		
Jas Kilbury		80		
Chas Kilbury		80		
		4 10		
			12.15	

T, FOR Jerome TOWNSHIP.

of the Peace.

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for a period

of about five months from the 8th day of January 1890 to the first part of June 1890. That during said period of five months by reason of defendant refusing and neglecting to build and repair said fence, he was deprived of the pasture of said lands and was also put to the inconvenience and labor of keeping up in small lots his stock and increase his expense in feeding the same, to the damage of the plaintiff in the sum of fifty dollars.

That heretofore as plaintiff is informed and charges to be true by inadvertance and mistake plaintiff commenced an action on the aforesaid allegations herein before J P McDowell J P of Jerome township Union County Ohio, and obtained a judgment against the Pitts- ~~burgh~~ The Chicago St Louis and Pittsburgh railroad Company. The plaintiff is informed that before the commencement of his said action a reorganization of the last named corporations was had and that the same was merged into the name of the defendant herein Plaintiff says he has dismissed his suit aforesaid and cancelled said judgment and in good faith remits the same.

In addition to the above allegations Plaintiff says that through the carelessness of the employes and agents of the defendants, 200 fence rails belonging to plaintiff were burned, thereby damaging him to the amount of six dollars making the full amount one hundred and twenty seven dollars for which ~~Defendant~~ Plaintiff asks judgment against defendant

(signed) John F. Kilbury

Issued Summons returnable August 15th 1891 at 1 P.M.

The former judgment by reason of mistake in bringing the action against the wrong or name defendant is cancelled by plaintiff John F. Kilbury

Return of Summons of Summons. I received this writ August 6th 1891 and served the same on the defendant by leaving certified thereof with their agent at Unionville Center Union Co. on the same day. Fees, service and return 25. Copy 25 mileage 9 miles 65. Total $1.15 (signed) John Riley Constable

Issued subpoena for plaintiff for F. Chapman, Earnest Chapman, Charles Kilbury, and James Kilbury and gave it to the Constable

carried forward to Page 423

, 18 , the Defendant in the above case came and by his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, as surety for the above Stay of Execution on the above Judgment of against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this day of A. D. 18 } Stay of Execution expires J. P. } 18 . Am't then due $

, 18 . Issued an Execution for returnable , 18 , and delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said obtained a judgment against the said on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I. of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

J.B. Morgridge
vs
Esley Patek
Note
Filed August 5th
1891
J.P. McDowell J.P.

docket C

Judgment had on the within Sept. 28th 1891
for 167.40 debt and Eight and 60/100 dollars cost
in docket C page 136
J.P. McDowell J.P.

E. Patek

2.90
2.85
3.00
8.75
1.60
10.35

40

Oct 15th 1815

$73.61 One year after date for value received I promise to pay J B Thorpe or bearer Seventy three dollars and sixty one cents with Eight per cent. interest from date until paid

Esley Pattch

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

J B Morgridge

Pl'ffs.

vs.

Esley Patch

Def'ts.

Judgment, $ 167.41

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons	25	25	Paid	
Affidavit		25		
Order of				
Undertaking				
Subpœna Names				
Swearing 1 Witnesses	5			
Adjournment	20	20		
Filing 2 Papers	10			
Venire for jury	40			
Record 20 Words	45	35		
Judgment	40			
Satisfaction				
Bail for Stay				
Execution and Filing	45			
Dismissal.		20		
Trans. and Certificate				
Sitting in case	1.00			
	2.95			
CONSTABLE'S FEES.				
Sum., Serv., and Mileage	.70	70	Paid	
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial	1.00			
Sum., Jury and Mileage	1.20			
Copies	$2.90			
Ex. and Per Cent.	.60			
Jury fee	$3.00			
WITNESSES.				

One dollar and fifty cents cost plaintiff in this action

Before J. P. McDowell Justice of the Peace.

No. 47 Amount Claimed, $ 166.75

August 6th 1891

The Plaintiff filed his bill of particulars which is in substance as follows: October 15th 1875

$73.61. One year after date for value received I promise to pay J.B. Morgridge or bearer seventy three dollars and sixty one cents with eight per cent interest from date until paid

(signed) Esley patch

I issued Summons returnable August 10th 1891 at 1 P.M.

I also demanded security for costs.

Return of summons.

I received this writ August 6th 1891 and served the same on the defendant by leaving certified copy thereof with the within named Esley patch personally ~~by copy~~ the same day.

Constable's fees on this writ service and return 25 copy 25 mileage 1 mile 20 Total $.70

(signed) John Riley Constable

August 10th 1891 Time for trial having arrived defendant appeared and plaintiff failed to appear and failed to secure the costs as ordered by me. and after waiting one hour, at demand of defendant I dismissed the case, without prejudice to a new action, at plaintiffs costs.

J P McDowell J.P.

Costs in above action paid Sept. 21" 1891 $1.95 by plaintiff

Above case reopened Sept. 16th A.D. 1891 and summons issued returnable September 21st at 1 o'clock

Return of summons

I received this writ September 16" 1891 and served the same on defendant by leaving certified copy thereof with the within named defendant on the 18th of September ~~by copy~~ Fees service 25 copy 25 mileage 20 total 70 (signed) John Riley constable

Sept 21 1891 Plaintiff represented by his atty H C Black defendant appeared and filed ~~motion~~ answer and asked for a jury trial H.C. Black verbally agreed to be responsible for all the costs in the case

The following persons were drawn as jurors Elijah K Fox John E McClure, Perry Converse Wm. Vantilberg, Jacob Mooney and Clark Rickard

venire issued and case continued till Sept 28th

T, FOR Jerome TOWNSHIP.

of the Peace.

75

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rs which is in

Sept. 28" 1891 Plaintiff represented by Howard C. Black defendant appeared the following jurors appeared John E McCune Clark Rickard Hm Vantilberg, Perry Converse Elijah K Fox, Jacob Mooney who were duly impaneled and sworn plaintiff exhibited the note as his evidence The was sworn and testified.
The jury having heard the proofs and allegations of both parties agreed upon their verdict this day which follows
We the jury do find and assess the Plaintiffs claim herein against the defendant in the sum of $167.40 (signed) J.E. McCune Foreman

Thereupon and on said day, it is considered by me that the Plaintiff J.B. Morgridge recover of the defendant Esley Patch one hundred and sixty seven and 40/100 dollars debt and his costs as Taxed in the margin of this case and interest at eight per cent and costs that accrue
Jury fee paid by H.C. Black for plaintiff Jt. McDowell J P
Defendant gave notice of an appeal
Execution issued October 24th 1891 for one hundred and seventy six dollars and seventy five cents
Return of execution -
I could not find any property of the within named defendant Esley Patch in my county on which to levy. service 40 mileage 20 total 60¢
Dec. 12" 1891 ~~Received~~ (signed) John Riley Constable
Received of J.B. Morgridge $6.80 six and 80/100 dollars costs to date

Plaintiff ordered Transcript to place on the execution docket at Marysville O.
Jan. 14th 1893. Transcript given
August 14th 1891 another transcript to H.C.B for plaintiff

..... , 18 . the Defendant in the above case came and by
..... his surety, resident of the County, approved by me as
good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, ...
as surety for the above Stay of Execution on the above Judgment of .....
against ..... do hereby promise and undertake to pay the amount
of said Judgment, interest and costs, and the costs that may accrue.

..... , Surety.

Taken by and signed and acknowledged before me, and surety approved, this .....
day of ..... A. D. 18 . } Stay of Execution expires .....
J. P. } 18 . Am't then due $ .....

..... , 18 . Issued an Execution for .....
returnable ..... , 18 . and
delivered the same to ..... , Constable.

Execution returned and endorsed as follows:

3.30
2.90
3.00
9.20

Appeal Undertaking.

Whereas, on the ..... day of
..... A. D. 18 . , the said
..... obtained a judgment against the said .....
on the docket of ..... J. P.
for ..... Dollars and
..... cents, and costs taxed
..... and the said
..... intends to appeal
therefrom to the Court of Common Pleas of .....
County. Now, therefore, I, ...
of ..... do hereby
promise and undertake to the said .....
in the sum of .....
..... Dollars,
that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this ..... day of ..... A. D. 18 .....
J. P.

138

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

John M. Helmick

Pl'ffs.

vs.

Roy Heaver

Def'ts.

Judgment, $

JUSTICE'S FEES.	Piff's Cost. Dols.	Piff's Cost. Cts.	Def'ts Cost. Dols.	Def'ts Cost. Cts.
Summons				
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing Papers				
Record Words				
Judgment				
Satisfaction				
Bail for Stay				
Execution and Filing				
Trans. and Certificate				
CONSTABLE'S FEES.				
Sum., Serv., and Mileage 70 c/7		70		
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				
WITNESSES.				

Before J P McDowell Justice of the Peace.

No. 148 Amount Claimed, $20.10

August 1st 1891

The Plaintiff filed his bill of particulars which is in substance as follows: To Balance on account

Amount of goods claimed to have been to sold to defendant $18.20

Amount of credits 7.90

Balance as claimed $20.10

An account showing the items and credits in the transaction filed.

Summons issued August 11th returnable August 17th 1891 at 1 P.M.

Summons returned &

I received this writ August 11 1891 and August 13th 1891 served the same on the defendant by certified copy thereof on the within named Leroy Heaver. Service and return 25 Copy 25 mileage 20 Total 70

(Signed) John Riley Constable

Case settled by the parties and case dismissed

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Execution returned

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FOR Jerome TOWNSHIP.

, 18 , the Defendant in the above case came and by

his surety, resident of the County, approved by me as

good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires

J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of

A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P.

for Dollars and

cents, and costs taxed

and the said

intends to appeal

therefrom to the Court of Common Pleas of

County. Now, therefore, I,

of do hereby

promise and undertake to the said

in the sum of

Dollars,

that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

Corbin Sold
vs
John Riley
Note
Filed August 18th 1894
J.P. McDowell J.P.

August 25th 1894
judgment had on the
within note for $18.45
and six cents Costs
J.P. McDowell J.P.

18.45
4.00
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14.39
.45
14.84

18.45
87 00

May 1st/91

One day after date for value received I promise to pay to A. Gill or order eighteen dollars with eight per Ct. int from date

John Riley

August 10th/91
The above note is here transfrd to Orbin and I without recourse on me

A Gill

140

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Corbin Sott

Pl'ffs.

vs.

John Riley

Def'ts.

Judgment, $ 1845

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons				
Affidavit				
Order of				
Undertaking for stay		40		
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing / Papers		5		
Record / 00 Words		15		
Judgment		40		
Satisfaction				
Bail for Stay				
Execution and Filing		~~10~~		
costs paid				
Trans. and Certificate				

CONSTABLE'S FEES.				
Sum., Serv., and Mileage				
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				

WITNESSES.

Before J P McDowell Justice of the Peace.

No. 49 Amount Claimed, $ 1845

August 18th 1891

The Plaintiff filed his bill of particulars which is in substance as follows: May 1st 91

One day after date for value received I promise to pay to A. Gill or order eighteen dollars with eight per cent int from date. (signed) John Riley

August 10th 91 The above note is hereby transferred to Corbin Sott without recourse on me (signed) A. Gill

August 25th 1891

The defendant John Riley came waived process and confessed that he was indebted to plaintiff the amount of the above note

Therefore it is considered by me that the plaintiff Corbin Sott recover of the defendant John Riley the sum of eighteen and ~~45~~ dollars Debt and his costs as taxed at 60 cts as follows filing 1 paper 5 record 100 words 15 judgment 40 cts = 60 and interest at eight per cent and costs that accrue

J P McDowell J.P.

September 10th 1891 Received from John Riley five dollars on above judgment and costs. Paid plaintiff four dollars

~~Dec.~~ 22nd 1891

Received of ~~Corbin Sott~~ John Riley fourteen dollars

Balance received and paid ~~to~~ and given to ~~plaintiff~~ defendant Jan. 1892

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Execution returned

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September 5th, 1891, the Defendant in the above case came and by George E. Kilbury his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, George E. Kilbury as surety for the above Stay of Execution on the above Judgment of Corbin Lott against John Riley do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

Geo. E. Kilbury, Surety.

Taken by and signed and acknowledged before me, and surety approved, this 5th day of September A. D. 1891.

J. P. McDowell J. P.

Stay of Execution expires November 25 1891. Am't then due $18.52

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said obtained a judgment against the said on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I. of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

142

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Kilbury & Kile Pl'ffs.

vs.

Wm Sheiver Def'ts.

Judgment, $

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit		40		
Order of		40		
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment		20		
Filing 3 Papers		15		
Examination of garnishee				
Record 300 Words		45		
Judgment				
Satisfaction		Paid		
Bail for Stay				
Execution and Filing				
Trans. and Certificate				

CONSTABLE'S FEES.		
Sum., Serv., and Mileage and Def'ts		70
Sub., Serv., and Mileage order of Attachment		1.50
Sum. Appraisers		
Schedule and Bond		
Serv. Garnishee		Paid
Att. Trial		
Sum., Jury and Mileage		
Copies		
Ex. and Per Cent.		

WITNESSES.		
John E. McClenne	50	Paid

Before J. P. McDowell Justice of the Peace.

No. 58 Amount Claimed, $ 84.17

Sept. 10th 189 1

The Plaintiff filed their Affidavit for attachment bill of particulars which is in G. E. Kilbury substance as follows: The said Plaintiff makes oath that he is one of the firm and also makes oath that the action claim in this action is on a book account with interest from Jan. 1st 1890, and the said G. E. Kilbury Also makes oath that the said claim is just, and that the said Plaintiff ought, as he the said deponent believes to recover thereon eighty four and 17/100 dollars. he also makes oath that the said defendant is a non resident of the County of Union State of Ohio. And the said G. E. Kilbury further makes oath and says that he has good reason to and does verily believe that the Plain City Furniture Co. of and within said County of Union has property of the said defendant in its possession liable to be attached in this action, to wit money owing to said defendant, And affiant further says, that the property sought and about to be attached in this action is not exempt from execution and is not the personal earnings of said defendant, nor the the personal earnings of his minor child or children for services rendered, within three months prior to the commencement of this said action of the Plaintiff Kilbury & Kile

(signed) G. E. Kilbury

Issued summons and order of attachment on the same day, order returnable Sept. 10th 1891 at 8 oclock A.M. summons returnable Sept 17th 1891, 8 oclock A.M.

Return of order. I could not come at the property, alleged to be in the possession of the Plain City Furniture Company the garnishee; and Sept 10 1891 at 3 oclock P.M. I served on said Plain City Furniture Co. a copy of this order, as written notice to appear and answer by leaving said notice with the President thereof, also on Sept. 14th 1891 served a copy on the defendant

1 service 80 2 Copy 60 Mileage 20 = $1.50

(signed) John Riley constable

Return of summons: I received this writ sept 10th 1891 and served the same on defendant

RT, FOR Jerome TOWNSHIP.

of the Peace.

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by leaving a certified copy thereof on the defendant Wm. Sheirer on the 14th of September at 7 o'clock A.M. by copy service and return 25- copy 25 mileage 20

John E. McClaine as President of the Plain City Furniture Company was sworn and testified as said President of said Co. that the Company was indebted to said defendant Wm Sheirer in the sum of seventy one and 8/100 dollars in the form of a due bill.

On return day the case was adjourned to Sept. 21st 1891 by consent of parties

Sept 21st 1891 Parties met and settled and plaintiff dismissed the action defendant and paid the costs

, 18 , the Defendant in the above case came and by

his surety, resident of the County, approved by me as

good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires

J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P.

for Dollars and

cents, and costs taxed

and the said

intends to appeal

therefrom to the Court of Common Pleas of

County. Now, therefore, I,

of do hereby

promise and undertake to the said

in the sum of

Dollars,

that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

Mrs Maria Hutson admr
of the estate of Henry Hutson decd
vs
Israel Holland & Harriett

Judgment had on the within
against Israel Holland and
Harriett for £2.22 debt and
$1.15 cost Oct 10th 1891
J P McDowell J.P.

2 8.30
5.00
1 2 3.30
15

Aug 21 1890
Issued out of
Mr McDowell
Office to be filed
on the within date

$65 85/100

November 11th 1880

Nine Months after date, we or either of us

Promise to pay to the order of Mr Mariah Hudson

Administrator of the Estate of Henry Hudson deceased,

Sixty five 85/100 Dollars,

For value received, with interest at 8 % per cent. after maturity,

Payable at W. H. Hudson

Israll Holland

J. E. Hamill

No.

SHORT & FORMAN, PRINTERS, CLEVELAND, O.

68
29
97

Knickerbocker Ave
March 15 92 Col O

Mr McDowell Sir
have those parties paid
that note yet that
I left with you for
collection; if they have
will you please send
me the money by
Lenord Shark as I
need it very much
and Oblige
Maria Hinton

144

THE STATE OF OHIO,
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Mrs Maria Hutson administratrix of Henry Hutson deceased
Pl'ffs.

vs.

Israel Wollam and J.E. Harriott
Def'ts.

Judgment, $ 26.29

Before J.P. McDowell Justice of the Peace.

No. 51 Amount Claimed, $ 26.29

October 6th 1891

The Plaintiff filed her bill of particulars which is in substance as follows: $65.85/100 November 11th 1890 Nine months after date we or either of promise to pay to the order of Mrs Mariah Hutson administraton of the estate of Henry Hutson deceased sixty five and 85/100 dollars, for value received, with ~~eight~~ interest at 8 per cent after maturity

signed

H. Hutson
Israel Wollam
J.E. Harriott

An indorsement of forty was made on the above August 21st 1891

I notified Israel Wollam and J.E. Harriott that the above described was left with me.

October 10th 1891 Israel Wollam and J.E. Harriott came and waived process and plead that they signed the above described note as sureties and asked that judgment be entered against them as sureties for the payment of said note

Therefore on said 10th day of October A.D. 1891 It is considered by me that the plaintiff herein recover of the defendants the sum of twenty six dollars and twenty nine cents debt and one dollar and fifteen cents costs as per items in the margin of this case, and interest 8 per cent and costs that accrue

J.P. McDowell J.P.

On the same day put in stay bail

March 7th 1892 defendants came and paid the above judgment and costs each one half $14.15 in all twenty dollars and 30 cents

Received twenty seven dollars to my full satisfaction

J.L. Short

March 24th 1892 the defendant J.E. Harriott came and acknowledged the receipt from J.E. Harriott of $14.15 paid him by H. Hutson as principal

JUSTICE'S FEES.	Plff's Cost. Dols.	Plff's Cost. Cts.	Def'ts Cost. Dols.	Def'ts Cost. Cts.
Summons				
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing / Papers		5		
Record 3 to Words		30		
Judgment		40		
Satisfaction		20		
Bail for Stay		40		
Execution and Filing		Paid		
Trans. and Certificate				

CONSTABLE'S FEES.				
Sum., Serv., and Mileage				
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				

WITNESSES.

FOR Jerome TOWNSHIP.

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of the Peace.

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m by H. Hutson

October 10th, 18 91, the Defendant in the above case came and by G. E. Harriott this surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, G. E. Harriott as surety for the above Stay of Execution on the above Judgment of Mrs Maria Hutson admrtx of Henry Hutson deceased against Israel Hollam & G. E. Harriott do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

G. E. Herriott, Surety.

Taken by and signed and acknowledged before me, and surety approved, this 10th day of October A. D. 1891

J. P. McDowell J. P.

Stay of Execution expires March 8th 1892

Jm't then due $27.15 and 9.15 costs

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said obtained a judgment against the said on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

712 E. L. Barrett & Son, Publishers, Springfield, Ohio.

Howard C Black

Pl'ffs.

vs.

George McKitrick

Def'ts.

Judgment, $

JUSTICE'S FEES.	Piff's Cost. Dols.	Piff's Cost. Cts.	Def'ts Cost. Dols.	Def'ts Cost. Cts.
Summons		25		
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing Papers		5		
Record 100 Words		15		
Judgment				
Satisfaction				
Bail for Stay				
Execution and Filing				
Trans. and Certificate				

CONSTABLE'S FEES.				
Sum., Serv., and Mileage				
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				

WITNESSES.				

Before J. P. McDowell Justice of the Peace.

No. 52 Amount Claimed, $66.30

November 24th 1891

The Plaintiff filed his bill of particulars which is in substance as follows: $61.75 Plain City O Dec 30th 1890

Thirty days after date I promise to pay to the order of Howard C. Black sixty one and 75/100 dollars at 8% interest from date payable at the Farmer's Bank Plain City Ohio (signed) George McKitrick

Summons issued the same day returnable Dec, 1st 10 A.M.

Nov 26 case dismissed by plaintiff and summons recalled by me 45 cents costs paid in full

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In pursuance of t

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, 18 , the Defendant in the above case came and by

his surety, resident of the County, approved by me as

good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires

J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

Platt & Williams
vs
W. H. Williams
Filed Nov. 23d. 1891
J.P. McDowell J.P.

December 2d. 1891
Judgment had on the within note
for thirty five dollars debt and $2.30 costs
and interest at 8 per cent and costs
that accrue J.P. McDowell J.P.

Nov 25th 1891 Prin $35.16
Int 1.60
Cost 3.00
$39.76

W. H. Williams

9/7/91

$ 33.16

Plain City, O., April 17 1891

Sixty Days after date for value received, ~~we jointly and severally~~ I promise to pay to Platt and Williams or order

Thirty Three 16/100 Dollars

with interest at Eight per cent after ~~maturity~~ Date

And we hereby dispense with demand of payment of this note, and authorize any Attorney at Law to appear for us, or either of us, at any time after the same shall become due, in any Court of Record in the State of Ohio, or elsewhere, and waive the issuing and service of process, and confess judgment against us, or either of us, in favor of the holder, or holders of this note, for the amount of said note, together with the costs of suit, and to waive and release all errors in said proceedings and petition in errors.

25268

W. H. Williams

"DEALER" Print, Plain City, O.

THE STATE OF OHIO,
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-92. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Platt and Williams
Pl'ffs.
vs.
H. H. Williams
Def'ts.

Judgment, $ 35.00

JUSTICE'S FEES.		Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		Paid	25		
Affidavit					
Order of					
Undertaking					
Subpœna	Names				
Swearing	Witnesses				
Adjournment					
Filing | Papers		Paid	5		
Record 300 Words		paid	45		
Judgment		Paid	40		
Satisfaction			20		
Bail for Stay					
Execution and Filing					
Trans. and Certificate					
CONSTABLE'S FEES.					
Sum., Serv., and Mileage		Paid	70		
Sub., Serv., and Mileage					
Sum. Appraisers					
Schedule and Bond					
Serv. Garnishee					
Att. Trial					
Sum., Jury and Mileage					
Copies		paid	25		
Ex. and Per Cent.					
WITNESSES.					

Before J. P. McDowell Justice of the Peace.

No. 53 Amount Claimed, $ 35.00

November 23d 1891

The Plaintiff filed their bill of particulars which is in substance as follows: $33 16/100

Plain City O April 17th 1891

Sixty days after date for value received I promise to pay to Platt and Williams or order thirty three 16/100 dollars with right per cent ~~interest~~ after date and we hereby dispense with demand of payment of this note and authorize any attorney at law to appear for us or either of us at any time after the same shall become due, in any court of record in the state of Ohio or elsewhere and waive the issueing and service of process, and confess judgment against us or either of us, in favor of the holder, or holders of this note for the amount of this note, together with the costs of suit, and to waive and release all errors in said proceedings and petition in errors.

(signed) H. H. Williams

Summons issued Nov. 28th 1891 returnable Dec 2nd 1891 at 1 PM

Return of summons

I received this writ November 28th 1891 and served the same on the within named Hiram Williams personally by copy the same day, at his residence

Constable's fees

service	$ .25
Mileage	.45
copy	.25
Total	$ .95

signed John Riley Constable

December 2nd, 1891 at the time for trial both parties failed to appear and after waiting one hour. The note of which the above is a copy, having been filed with me, as his evidence by Platt Williams of the firm of Platt and Williams from said evidence I find said H. H. Williams is indebted to Platt and Williams the sum of thirty five dollars.

Therefore it is considered by me that Platt and Williams Plaintiffs recover of the defendant H. H. Williams the sum of thirty five dollars debt and costs taxed at $ 2.30 as per items in mar. of this case and interest at 6 percent and costs that accrue

J. P. McDowell J.P.

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Received of H H Williams the costs in full to date Dec. 12 1891

, 18 , the Defendant in the above case came and by his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, as surety for the above Stay of Execution on the above Judgment of against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this day of A. D. 18 } Stay of Execution expires J. P. } 18 . Am't then due $

, 18 . Issued an Execution for returnable , 18 , and delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said obtained a judgment against the said on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

150

THE STATE OF OHIO,
Union COUNTY, SS.

IN JUSTICE'S COURT,

12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

A.F. McKitrick and S.H. McKitrick

Pl'ffs.

vs.

Wm. Milliken

Def'ts.

Judgment, $

Before J P McDowell Justice of the Peace.

No. 53 Amount Claimed, $ 300.00

December 14th 1891

The Plaintiff filed his bill of particulars which is in substance as follows: Plaintiff says that on or about September 8th 1891 they bought of this defendant 105 lambs representented them as being sound and well, That they paid a sound and well price for said lambs viz 5¢ per pound.

However they further say that at the time they bought said lambs, the said lambs were misrepresented to them, and that said lambs were not sound and well, and there was something the matter with them.

By reason of said misrepresentation Plaintiffs requested this defendant to take back said lambs or to rectify the fraud perpetrated upon them but he has utterly refused to do anything.

Further by reason of said misrepresentation said plaintiffs have been damaged in the amount of three hundred dollars, for which amount they ask judgment against this defendant (signed) D.H. Ayers and Howard & Black Attorneys for Plaintiffs

On the next day I issued summons for defendant and gave it to John Riley Constable returnable Dec. 24th 1 P.M.

Return

I received this writ Dec 15th 1891 and served the same on the within named William Milliken and served the same by a certified copy on December 18th 1891 Constables fees, service $.25 Mileage 20 copy .25 total $.70 (signed) John Riley Constable

Dec 24th 1891 the following agreement was handed me.

It is Mutually agreed to postpone the said above case from Dec. 24th 1891 until wednesday Dec. 30th 1891 at 10 oclock A.M.

(Signed) Howard C. Black Atty for McKitricks
H.M Rouse Atty for Milliken

Case adjourned to Dec. 30th A.D. 1891 at 10 oclock a.m

JUSTICE'S FEES.	Pl'ff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit				
Order of Undertaking				
Subpœna 20 Names		65		75
Swearing Witnesses				
Venire for jury				40
Adjournment		20		
Filing 3 Papers		15		
Record 400 Words		60	Paid	
Judgment				
Satisfaction				
Bail for Stay				
Execution and Filing				
Trans. and Certificate				
CONSTABLE'S FEES.				
Sum., Serv., and Mileage 2 p/s		70	Paid	
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				
WITNESSES.				

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FOR Jerome TOWNSHIP.

Dec. 30th 1891 parties met defendant asked for a jury trial a pannel was made and the following persons were chosen as jurors. J. T. McCullough, Andrew Gill, Lew Curry, James Cochran, Elijah Fox, and Ed Artz venire issued and given to John Riley Constable Subpoenas were issued for both parties, for plaintiffs D.C. Holycross, I. A. Harner, John Carey, J. A. Kile W. F. Marsh, Andrew Dodge, Orson Smith L. D. Converse and Leonard Sharp, for the defense T. Kilbury Saml Holycross, Geo. Hamilton C. Andrew. Orson Smith, John Sharp, L. D. Converse, Pearl Converse Dan Boyd Dunbar Kilbury and Leonard Sharp. Case adjourned by agreement to Jan. 6th 1892 9 A.M.

Dec 2nd 1892 Case dismised by agreement of parties and costs all settled

, 18 , the Defendant in the above case came and by

his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires

J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of

A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P.

for Dollars and

cents, and costs taxed

and the said

intends to appeal

therefrom to the Court of Common Pleas of

County. Now, therefore, I,

of do hereby

promise and undertake to the said

in the sum of

Dollars,

that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

George Houser
vs
C R Jones and J T Clevenger
Note
Filed Jan. 19th 1892
J. P. McDowell J.P.

Judgement had on the within note for $54.50 and $2.85 costs against J. T. Clevenger and C R Jones this 25th day of Jan. 1892
J. P. McDowell J.P.

Marysville Ohio July 27/88

12 months after date

for value received

We promise to pay to the order

of George Hauser the sum

of $50.00 fifty dollars

C. C. Jones

J. T. Clevenger

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THE STATE OF OHIO,
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-'92 E. L. Barrett & Son, Publishers, Springfield, Ohio.

George Houser

Pl'ffs.

vs.

C. R. Jones
and J. T. Clevenger

Def'ts.

Judgment, $

JUSTICE'S FEES.		Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		50			
Affidavit					
Order of					
Undertaking					
Subpæna	Names				
Swearing	Witnesses				
Adjournment					
Filing 2	Papers	10			
Record 200	Words	30			
Judgment		40			
Satisfaction		20			
Bail for Stay		40			
Execution and Filing		190			
Trans. and Certificate					
CONSTABLE'S FEES.					
Sum., Serv., and Mileage		1.55	Paid		
Sub., Serv., and Mileage					
Sum. Appraisers					
Schedule and Bond					
Serv. Garnishee					
Att. Trial					
Sum., Jury and Mileage					
Copies					
Ex. and Per Cent.					
WITNESSES.					

Before J P McDowell Justice of the Peace.

No. 54 Amount Claimed, $ 57.50

January 18th 1892

The Plaintiff filed bill of particulars which is in substance as follows: Marysville Ohio July 27th/89
12 months after date, for value received we promise to pay to the order of George Houser the sum of $50.00 fifty dollars

signed { C. R. Jones
J T Clevenger

I issued summons returnable Jan. 23rd 1892 at 1 o'clock P.M.

Return: I received this writ January 18th 1892 and served the same on the within named C.R. Jones & J.T. Clevenger by copy at their residence on January 21st 1892, to answer on Jan. 25th 1892 at 1 P.M.

service 50 mileage 55 copy 50 total $1.55

(signed) John Riley Constable

Jan. 23rd 1892 The defendant J.T. Clevenger came and waived answer day and said that he had signed the ~~answer day~~ above described note as surety and confessed that he had signed said note and asked that judgment be entered against him. The defendant C.R. Jones failed to appear and for one hour afterwards

Therefore it is considered by me, this 25th day of January A.D. 1892, that George Houser the plaintiff recover of the defendants C.R. Jones as principal debtor ~~and~~ Default and J.T. Clevenger as surety by confession, the sum of ~~fifty~~ four dollars and fifty cents debt and his costs as taxed the margin at $2.85 and interest at 6% and costs that accrue

J.P. McDowell J.P.

Feb 6th 1892 Received of the plaintiff $3.25 on the costs
Sept. 24th 1892 Received of J.T. Clevenger $60. in full for above judgment and costs

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In pursuance of th
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February 3rd, 1892. the Defendant in the above case came and by B. J. Samme his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, B J Samme as surety for the above Stay of Execution on the above Judgment of George Houser against C R Jones and J. T. Clevenger do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

B. J. Samme, Surety.

Taken by and signed and acknowledged before me, and surety approved, this 3rd day of February A. D. 1892

J. P. McDowell, J. P. } Stay of Execution expires September 22 1892. Am't then due $56.64 debt and 13.75 costs

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said obtained a judgment against the said on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

Culbertson & Barr

vs

D. S. Lombard

Note

Filed Jan 18th 1892

J. P. McDowell J.P.

Judgment had on the within note Jan. 30th 1892 for $127.75 and $1.75 costs and interest at 8 per cent and costs that accrue in docket C page 154. No 55

$ 58 53/100 Mechanicsburg, O., Feb 14 1878

One or before Jan 1st 1879 after date I promise to pay to

the order of Culbertson & Bro Barr

Fifty eight 53/100 Dollars

Value received payable at

Interest from date at 8 per cent. per annum.

D L Lambert

No. Due

Central Ohio News Print.

154

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Culbertson & Barr

Pl'ffs.

vs.

D. S. Lombard

Def'ts.

Judgment, $ 122.75

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing 2 Papers		10		
Record 200 Words		30		
Judgment		40		
Satisfaction		~~10~~		
Bail for Stay		~~40~~		
Execution and Filing		~~80~~		
Trans. and Certificate		70		

CONSTABLE'S FEES.				
Sum., Serv., and Mileage		70		
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				

WITNESSES.

Before J. P. McDowell Justice of the Peace.

No. 5-5 Amount Claimed, $ 122.75

Jan. 13th 1892

The Plaintiff filed their bill of particulars which is in substance as follows:

$ 5-8 05/100 Mechanicsburg O., Feb. 14th 1878

On or before Jan. 1st 1879 after date I promise to pay to the order of Culbertson & Barr fifty eight 5/100 Dollars Value received payable at

Interest from date at 8 per cent. per annum

(Signed) D. S. Lombard

Issued Summons returnable Jan. 30th 1892 at 7 oclock P. M.

Return

I received this writ January 27th 1892 and served on the within named D. S. Lombard January 27th 1892 by copy. Service 25¢ mileage 2¢ copy 25 total 70¢

(Signed) John Riley Constable

January 30th 1892 D. S. Lombard came and confessed that he signed the above described ~~described~~ note and asked that judgment be entered against him for the amount of said note for the sum of one hundred and twenty two dollars and seventy five cents.

Therefore it is considered by me that the plaintiffs Culbertson and Barr recover of the defendant D. S. Lombard the sum of one hundred and twenty two and 75/100 dollars debt and his costs as per items as taxed in the margin of this case and interest at 8 per cent and costs that accrue J. P. McDowell J. P.

Plaintiffs requested that a transcript be sent to the execution docket at London Madison County Ohio

Transcript issued March 26th 1892

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In pursuance of th

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STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of Culbertson and Barr

against D. S. Sombard do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires

J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of

A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P.

for Dollars and

cents, and costs taxed

and the said

intends to appeal

therefrom to the Court of Common Pleas of

County. Now, therefore, I,

of do hereby

promise and undertake to the said

in the sum of

Dollars,

that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO,
Union COUNTY, SS.)

IN JUSTICE'S COURT,

12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

W. H. Williams

Pl'ffs.

vs.

Joseph Pettet

Def'ts.

Judgment, $

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit				
Order of				
Undertaking				
Subpæna Names				
Swearing Witnesses				
Adjournment		20		
Filing 2 Papers		10		
Record 500 Words		45		
Judgment				
Satisfaction		20		
Bail for Stay				
Execution and Filing				
Trans. and Certificate				
CONSTABLE'S FEES.				
Sum., Serv., and Mileage	1.05		Paid	
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				
WITNESSES.				

Before J. P. McDowell Justice of the Peace.

No. 56 Amount Claimed, $

Feb 23d. 1892

The Plaintiff filed his bill of particulars which is in substance as follows:

To J P McDowell a justice of the Peace in and for Jerome township Union County Ohio

The undersigned a resident of the county of Union Ohio doth hereby make complaint to you, against Joseph Pettet for this that the said Joseph Pettet hath ever since the first day of February A.D. 1892 and doth still unlawfully and forcibly detain from the possession of the undersigned the following premises situate in the township of Jerome and County of Union and described as follows to wit: about one acre of land with a frame house thereon bounded on the north by lands now or lately occupied by the Board of Education of Jerome township of said at New California for school purposes on the east by the highway, on the south and west by lands now occupied by this complainant W. H. Williams The said Joseph Pettet entered upon said premises as the tenant of the undersigned, the lease therefor expired at the time therein first mentioned and from that time the said Joseph Pettet hath unlawfully held over his said term.

On the 19th day of February in the year 1892 the undersigned duly served upon the said Joseph Pettet, as required by law, a notice in writing to leave said premises, a copy of which notice is hereunto annexed

The undersigned asks process and restitution

Dated this 23d. day of February A.D. 1892. (signed) W. H. Williams

Issued summons for defendant returnable Feb 27th 1892 at 1 P.M.

Return of summons

I received this writ February 23 1892 and served the on the within named Joseph Pettet by copy, on the same day at his residence service 25 mileage 55 copy 25 = 1.05

(signed) John Riley Constable

Parties met on return day defendant asked for a jury trial case adjourned to March 12th 1892. 9 A.M by consent of Parties

March 12th 1892 ~~parties~~ Defendant appeared plaintiff represented by E. Bigelow agreed to have the case adjourned till March 26th 1892 at 9 o'clock A.M.

T, FOR Jerome TOWNSHIP.

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, 18 , the Defendant in the above case came and by

his surety, resident of the County, approved by me as

good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires

J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of

A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P.

for Dollars and

cents, and costs taxed

and the said

intends to appeal

therefrom to the Court of Common Pleas of

County. Now, therefore, I,

of do hereby

promise and undertake to the said

in the sum of

Dollars,

that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

158

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

1-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

H H Williams

Pl'ffs.

vs.

G. W. Shreckengost

Def'ts.

Judgment, $

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons	25			
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
2 Adjournment 2	40			
Filing 2 Papers	10			
Record 300 Words	45			
Judgment				
Satisfaction				
Bail for Stay				
Execution and Filing				
Trans. and Certificate				
CONSTABLE'S FEES.				
Sum., Serv., and Mileage	1 05	Paid		
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				
WITNESSES.				

Before J P McDowell Justice of the Peace.

No. 57 Amount Claimed, $

February 23 1892

The Plaintiff filed his bill of particulars which is in substance as follows:

To J P McDowell in and for the ~~county~~ township of Jerome in the county of Union Ohio, doth hereby make his complaint to you against one G W Shreckengost, for this that the said G W. Shreckengost hath ever since the first day of February A. D. 1892, and doth still unlawfully and forcibly detain from the undersigned possession of the following premises situate in the township of Jerome in the county of Union and described as follows to wit: about one acre of land with a frame thereon bounded on the north by lands now or lately occupied by the Board of Education of said township and county for school purposes at New California Ohio, on the east by the highway on the south and west by lands now occupied by this complaignt H H Williams.

The said G. W. Sheckengost entered upon said premises as the tenant of the undersigned the lease therefor expired at the time herein first mentioned and from that time the said G W. Shreckengost hath unlawfully held over his said term.

On the 19th day of February in the year 1892 the undersigned duly served upon the said G W. Shreckengost as required by law a notice in writing to leave said premises, a copy of which notice is hereunto annexed, the undersigned asks process and restitution.

Dated 23d day February A. D. 1892 (signed) H H Williams

issued summons returnable Feb. 27th 1892 at 1 P M.

return: I received this Feb 23d. 1892 and served the same on the within named by copy at his residence on the same day

Parties met on the return day defendant asked for a jury trial, parties agreed to an adjournment till Mar. 12th 1892 at 9 A M

March 12th 1892 case adjourned by consent of parties Till March 26th 1892 at 9 oclock A.M.

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FOR Jerome TOWNSHIP.

, 18 , the Defendant in the above case came and by

his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires

J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of

A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P.

for Dollars and

cents, and costs taxed

and the said

intends to appeal

therefrom to the Court of Common Pleas of

County. Now, therefore, I,

of do hereby

promise and undertake to the said

in the sum of

Dollars,

that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

William N Kile

Pl'ffs.

vs.

B. N. Evans

Def'ts.

Judgment, $9.54

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons	~~75~~			
Affidavit	40			
Order of				
Undertaking				
Subpæna Names				
Swearing / Witnesses	6			
Adjournment				
Filing 2 Papers	10			
Record 360 Words	45			
Judgment	40			
Satisfaction				
Bail for Stay				
Execution and Filing				
Trans. and Certificate				
CONSTABLE'S FEES.				
Sum., Serv., and Mileage	1.10			
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				
WITNESSES.				

Before J. P. McDowell Justice of the Peace.

No. 58 Amount Claimed, $9.54

March 7th ~~1892~~ 1892

The Plaintiff filed his bill of particulars which is in substance as follows: Plaintiff says that the defendant is justly indebted to him in the sum of $9 54/100 balance due on Book account from the 10th of April 1890 to the 14th day of December 1891 and plaintiff prays judgment against defendant for said sum of $9 54/100 dollars and costs of suit

(signed) W. N. Kile
By his counsel H. M. Rouse

Issued summons for defendant returnable March 15th 1892 at 1 oclock P M

Affidavit for continuance

The said William Kile makes solemn oath, that he is a defendant in a case set for hearing on the 15th day of March 1892 before W. H Stone one of the justices of the peace in ~~and~~ and for Jerome Township Union County Ohio, and that the case of William Kile Vs B. N. Evans before your honor as J.P. of said Township and county is set for hearing on the same day, year and hour, and that in order to save his interest in the case before Justice Stone he asks a continuance of this case until the 16th day of March 1892 at 1 oclock P. M.

This application for a continuance is not made for the purpose of delay merely but for the purpose of justice (signed) W. N. Kile

signed and sworn to by William N. Kile this 12th day of March 1892

I notified the defendant verbally that the case was adjourned until March 16th 1892 at 1 oclock P. M.

On the ~~trial~~ day set for trial the plaintiff came and after waiting one hour the ~~plaintiff~~ defendant failed to appear. Plaintiff demanded trial, trial had the plaintiff was sworn and testified and from his testimony I find that there is due the plaintiff from the defendant the sum of nine and 54/100 dollars balance after paying off two notes given by plaintiff to defendant.

Therefore it is considered by me this 16th day of March 1892 that the plaintiff William N Kile recover of the defendant B. N. Evans the sum of nine and 54/100 dollars and his costs as taxed in the margin.

RT, FOR Jerome TOWNSHIP.

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Appeal taken March 23d. 1892

J P McDowell J.P.

, 18 , the Defendant in the above case came and by

his surety, resident of the County, approved by me as

good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires

J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the 16th day of March A. D. 1892, the said William N Kile obtained a judgment against the said B. H. Evans on the docket of J P McDowell J. P. for three and 75/100 Dollars and fifty four cents, and costs taxed at $2.75 and the said Benjamin H. Evans intends to appeal therefrom to the Court of Common Pleas of Union County. Now, therefore, I, Clark Evans of Union County, O., do hereby promise and undertake to the said William N Kile in the sum of fifty Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Clark Evans

Executed and acknowledged, before me, and surety approved this 23rd day of March A. D. 1892

J P McDowell J.P.

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

C-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

~~John Riley~~ James H Walker
Pl'ffs.

vs.

John Riley and
John F Kilbury
Def'ts.

Judgment, $

Before J. P. McDowell Justice of the Peace.

No. 59 Amount Claimed, $

March 12th 1892

The Plaintiff filed his Affidavit in replevin bill of particulars which is in substance as follows: The state of Ohio Union County ss Jerome township, ss. Before me the undersigned a justice of the Peace in and for said County came James H Walker who being sworn depos-es and says, that he has a special ownership by virtue and legal force of a certain Chattel Mortgage dated Jan. 11th 1892 signed by Harry Ohara witness A. J. Martin, and has good right to imme-diate possession of the following described property to-wit: One bay horse left hind foot white strip on nose and star in forehead 7 years old called Charlie, and that said property is wrongfully detained from said James H. Walker by John Riley and John F Kilbury; that said property was not taken from said J. H. Walker in execution or any order or judgment against him or for the payment of any tax fine or assessment assessed against him, and is not claimed by him under a title acquired mediately or immediately by transfer from one from whom such property has been taken by such execution, order, or process, or by virtue of an order of delivery, issued in replevin under Chapter 10 title III, part third of the Revised Statutes of Ohio, or any other mesne or final process issued against (signed) J. H. Walker
Affidavit filed and writ issued to M. P. Smith who I deputized as special constable to serve in this case as John Riley (Jury) constable is one of defendants in this case. writ returnable March 19th 1892. 9 o'clock A.M.
Writ returned endorsed
Received this writ on the 12th day of March 1892 and on the 14th day of March 1892, I replevied the goods and chat-tels within described, and caused the same to be appraised as per schedule hereunto attached, also, on the same day, served the defendants by copy of this writ
Constables fees Items, writ serv and ret, of this $.80 mileage 6 miles .35 2 copys .50 summons and swearing appraisers 1.00 keeping horse 2.40 appraisers fees 2.00 total $7.15 (signed) M. P. Smith dep't constable
Parties at the time set for trial defendant asked to have the case dismissed because the constables return was incomplet which overruld case was continued till 1 o'clock by consent. Issued subpoena for Dr. J. Jenkins, J. Converse,

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons				
Affidavit		40		
Order of Replevin		80		
Undertaking		40		
Subpœna 6 Names		30		
Swearing 6 Witnesses				
Adjournment				
Filing 4 Papers		20		
Record 400 Words		60		
Judgment		40		
Satisfaction				
Bail for Stay				
Execution and Filing		3.60		
Trans. and Certificate				

CONSTABLE'S FEES.		
writ Sum., Serv., and Mileage	1	25
Sub., Serv., and Mileage		85
Sum. Appraisers	1	00
Schedule and Bond		~~50~~
~~Serv. Garnish~~ keeping horse	2	40
Att. Trial	1	00
Sum., Jury and Mileage		
2 Copies		50
Ex. and Per Cent.	~~7.60~~ 7.	
Appraisers fees	2	00

WITNESSES.	
D. Kinnin	50
D. Perry	50
E. Pitcher	50
J. J. Converse	50
Harry Ohara	50
Dr. J. Jenkins	50
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FOR Jerome TOWNSHIP.

Ezra Pitcher, D Kirwin & D Perry and J Brooks and Harry Charra for Plaintiff
Parties waived trial by jury. Trial had. J. Converse, Plaintiff, Ezra Pitcher
D Kirwin and D Perry ~~was~~ were sworn and examined for the Plaintiff and
Harry Charra was examined for the defense
I find, from said evidence, that the right of property and possession
of said goods and chattels was in the Plaintiff ~~recover~~
It is therefore considered that the plaintiff recover his costs herein
taxed at $15.00 and costs that accrue J.P. McDowell J.P.
Plaintiff gave a bond to satisfy the Constable signed by himself and
M.P. King and also a bond where the property was turned over to plaint-
iff signed by J. K. Holycross as surety
Oct. 1st 1894 Received of John F Kilbury $10.00
on above costs paid M.B. Smith $7.00 his
costs as special constable

Jan. 1894 Received from John F Kilbury $5.00 on the costs
and paid the same to the appraisers and all the witnesses except
Harry Charra

, 18 , the Defendant in the above case came and by
his surety, resident of the County, approved by me as
good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,
as surety for the above Stay of Execution on the above Judgment of
against do hereby promise and undertake to pay the amount
of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this
day of A. D. 18 } Stay of Execution expires
J. P. } 18 . Am't then due $
, 18 . Issued an Execution for
returnable , 18 , and
delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the 19th day of
March A. D. 1892, the said
James H Walker
obtained a judgment against the said
John F Kilbury
on the docket of J P McDowell J. P.
for Dollars and
cents, and costs taxed
fifteen and 63/100 and the said
John F Kilbury intends to appeal
therefrom to the Court of Common Pleas of Huron
County. Now, therefore, I, E. S. Churchman
of Plain City Union Co., do hereby
promise and undertake to the said James H.
Walker in the sum of fifty
Dollars,
that the said appellant, if judgment be adjudged against him
on the appeal, will satisfy such judgment, with interest and
costs and costs that may accrue; and also that the said appel-
lant will prosecute his appeal to effect and without unneces-
sary delay.

E S Churchman

Executed and acknowledged before me, and surety approv-
ed this 26th day of March A. D. 1892
J P McDowell J. P.

J. E. Harriott

Vs.

W. F. Hudson

~~and Israil Hollam~~

Filed March 29th 1892

J P McDowell J.P.

April 1st 1892

judgment had on

the within note for

$125 and costs of case

$2.30 and cost that accrue

J.P. McDowell J.P.

2.00
1.10
3.10
132.12
135.22

25
40
10
125
200
132.12
134.12
45
179
42

132.30

$125.00/100

Jerome Ohio April 1st 1891

One year after date We or either of us promise to pay J. E. Hewitt or order One Hundred & Twenty Five Dollars at 8% interest if not payed when due Interest to commence April 1st 1892

Value Received.

W. H. Hudson

Isaiah Williams

THE STATE OF OHIO,
Union COUNTY, SS.

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

~~Israel Hollam~~ and J E Harriott

Pl'ffs.

vs.

W H. Hutson and Israel Hollam

Def'ts.

Judgment, $ 125.

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit				
Order of Att,		40	paid	
Undertaking		40		
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing 2 Papers		10		
Record 300 Words		15		
Judgment		40		
Satisfaction				
Bail for Stay		40		
Execution and Filing				
Trans. and Certificate				
CONSTABLE'S FEES.				
Sum., Serv., and Mileage		1 10		
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				
Order of Att,		68	30 paid	
WITNESSES.				

Before J P McDowell Justice of the Peace.

No. 60 Amount Claimed, $ 139.15

March 24th 1892

The Plaintiff filed their bill of particulars which is in substance as follows: We or either of us

$125.00/100 Jerome Ohio April 1 1891

One year after date we or either ~~promise~~ of us promise to pay J.E. Harriott or order one hundred and twenty five dollars at 8% int interest ~~from date~~ if not paid when due. Interest to commence April 1st 1892

Value received (Signed) W. H. Hudson

Israel Hollam

Israel Hollam and J.E. Harriott got out an attachment against the property of said W. H. Hudson for the above sum of one hundred and twenty five dollars and 14 dollars and 15 cts paid by them on a judgement paid by them as sureties to said Hudson obtained against them by Maria Hutson as administratrix of Henry Hudson deceased Page 144 of this docket

On same day I issued summons and order of Attachment returnable March 29th 1892 returnable March 29th 1892 1 oclock P.M.

Summons returned Indorsed

Received this writ March 25th 1892 and March 25th 1892 served the same on defendant by leaving certified copy thereof with him service and return 25c Copy 25c mileage 9 miles 60c $1.10 (signed) W. H. Durborow Constable

Return of order indorsed

March 24th 1892 received this writ. March 26th 1892 by order of the plaintiff I did not attach any property mileage 60c (signed) W. H. Durborow Constable

March 28th 1892 the defendant W. H. Hudson appeared and confessed that he was indebted to plaintiff J.E. Harriott the face of the above described note and asked that judgment entered against him April 1st 1892 for said sum.

March 29th 1892 Israel Hollam and J.E. Harriott came and Israel Hollam asked that ~~Israel Hollam~~ he be transferred from plaintiff to defendant as surety for payment of above described note and confessed that he had signed said note and had received no pecuniary compensation for so doing and asked that judgment be entered as such surety

T, FOR Jerome TOWNSHIP.

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April 1st 1892 It is therefore considered by me that the plaintiff J.E. Harriott recover of the defendants W. H. Hudson as principal debtor and against Israel Wollam as surety the sum of One hundred and twenty five dollars debt and his costs as taxed as items in the margin of this case, and interest at 8% and costs that accrue

J.P. McDowell J.P.

Dec. 15th 1892 Received of Israel Wollam $134.50 in full for above judgment and costs

Received of J.P. McDowell J.P. $132.12 in full satisfaction for above judgment

J E Harriott

April 15th, 1892, the Defendant in the above case came and by Seth G. Hyland his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, Seth G. Hyland as surety for the above Stay of Execution on the above Judgment of J.E. Harriott against W.H. Hudson and Israel Wollam do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

Seth G. Hyland, Surety.

Taken by and signed and acknowledged before me, and surety approved, this 15th day of April A. D. 1892 J.P. McDowell J. P.

Stay of Execution expires Nov 27th 1892 Am't then due $132.12

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the 1st day of April A. D. 1892, the said J.E. Harriott obtained a judgment against the said

on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

166

THE STATE OF OHIO,)
Huron COUNTY, SS.)

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Wm. Wagner

Pl'ffs.

vs.

J. M. Robinson

Def'ts.

Judgment, $ 77.65

JUSTICE'S FEES.	Piff's Cost. Dols.	Piff's Cost. Cts.	Def'ts Cost. Dols.	Def'ts Cost. Cts.
Summons				
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing / Papers		5		
Record 100 Words		15		
Judgment		40		
Satisfaction		20		
Bail for Stay		.40		
Execution and Filing				
Trans. and Certificate				

CONSTABLE'S FEES.				
Sum., Serv., and Mileage				
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				

WITNESSES.				

Before J. M. McDowell Justice of the Peace.

No. 61 Amount Claimed, $77.65

April 25th 1892

The Plaintiff filed his bill of particulars which is in substance as follows:

William Wagner

$86.00 Nov. 19th 1888

Five months after date I promise to pay to the order of Wagner and Evans eighty five dollars value received with interest eight per cent (signed) J. M. Robinson

Indosed Sept. 30th 1891 $30.00

Defendant Waived Process came and confessed that he was justly indebted to the plaintiff the balance due on said note and asked that judgment entered herein against him for said amount therefore it is considered by me that the plaintiff William Wagner recover of the defendant J. M. Robinson the sum of seventy seven and 65/100 dollars debt and the costs as taxed in the margin of this case and interest at 8 per cent. and costs that accrue this 25th day of April A.D. 1892 J. M. McDowell J.P.

Nov. 26 1892 The above judgment and costs paid in full $82.30

Received of J. M. McDowell Eighty one and 20/100 dollars to my full satisfaction on above judgment

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FOR Jerome TOWNSHIP.

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April 28th, 1892, the Defendant in the above case came and by Oscar Robinson his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, Oscar Robinson as surety for the above Stay of Execution on the above Judgment of Hiram Stagner against J.M. Robinson do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

Oscar Robinson, Surety.

Taken by and signed and acknowledged before me, and surety approved, this 28th day of April A. D. 1892 } Stay of Execution expires Dec 21st
J.P. McDowell J. P. } 1892. Am't then due $81.80 - $1.05 cost

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

168

THE STATE OF OHIO,
Union COUNTY, SS.

IN JUSTICE'S COURT,

1-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Before J P McDowell Justice of the Peace.

No. 42 Amount Claimed, $203.37

June 18th 1892

The Plaintiff filed his Affidavit ~~for Attachment~~ ~~bill of particulars~~ which is in substance as follows: The State of Ohio Union County, ss. The said plaintiff Israel Wollam makes oath that the claim in this action is 2 judgments on J.P. McDowells docket and on a note paid Benjamin Neal by plaintiff as surety for defendant and the said Israel Wollam also makes oath that the said claim is just and that the said plaintiff ought as he the said deponent believes to recover thereon two hundred and three and 37/100 dollars dollars. He also makes oath that the said defendant fraudulently and criminally contracted the debt or incurred the obligation for which suit is about to be brought,

And affiant further says that the property sought and about to be attached in this action, is not exempt from execution, and is not the personal earnings of his minor child or children nor the personal earnings of defendant, for services rendered, within three months prior to the commencement of ~~this~~ said action of the Plaintiff

(Signed) Israel Wollam

Summons and order of attachment issued June 25th 1892 returnable July 6th 1892 at 2 oclock P.M.

Return of summons

I received this writ June 25th 1892, and served the same on the within William Hudson June 27 personally by copy, Constables fees service 25 mileage 20 copy 25 total 70¢ John Riley Constable

Return of order

June 25th 1892 rec'd this writ and on the 27th day of June 1892 at 3.30 oclock P.M. in the presence of A.E. Warner & Fred Kile I attached the property of the defendant and I then with A.E. Warner and Fred Kile two householders of said County made a true appraisement of said property being all that was attached and the said A.E. Warner and Fred Kile signed said appraisement which is herewith returned and on same day I delivered a copy of this order with endorsements thereon to the defendant

Israel Wollam Pl'ffs.

vs.

William Hutson Def'ts.

Judgment, $203.37

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit		40	pd	
Order of		40	pd	
Undertaking		40	pd	
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing 3 Papers		15		
Record 250/300 Words		30 45	paid	
Judgment		40		
Satisfaction				
Bail for Stay				
Execution and Filing				
Cost of attachment Trans. and Certificate		1 70	Paid	

CONSTABLE'S FEES.				
Sum., Serv., and Mileage		80		
Sub., Serv., and Mileage				
Sum. Appraisers		1 00	Paid	
Schedule and Bond				
~~Appraisers fee~~ Serv. Garnishee		~~200~~		
Fees on order Att. Trial		95	paid	
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				
Appraiser's fees		2 00	Paid	

WITNESSES.			
Benj. Neal	1.10	Paid	

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Fees service 40¢ copy 25¢ mileage 30¢ summoning 4 sw. appraisers 1 00 & Appraiser's fee 200 total 3.95- [Signed] John Riley constable

This cause and attachment coming on this 5th day of July A.D. 1892 for hearing, The plaintiff agrees to discharge the attachment and pay all costs of attachment. The defendant agrees to confess judgment for the amount $202.37 with the express agreement and understanding with the plaintiff that he is to pay said judgment ~~often~~ at he can

Therefore it is considered by me this day that the plaintiff Israel Wollam recover of the defendant William Hulson the sum of two hundred and three and 37/100 dollars debt and his costs less the costs of the attachment $6.75 as shown in the margin and interest and cost that accrue

J. P. McDowell J.P.

The plaintiff paid the costs of attachment $6.75

, 18 , the Defendant in the above case came and by his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, as surety for the above Stay of Execution on the above Judgment of against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this day of A. D. 18 . J. P. } Stay of Execution expires 18 . Am't then due $

, 18 . Issued an Execution for returnable , 18 , and delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said obtained a judgment against the said on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

J. E. Smith

vs

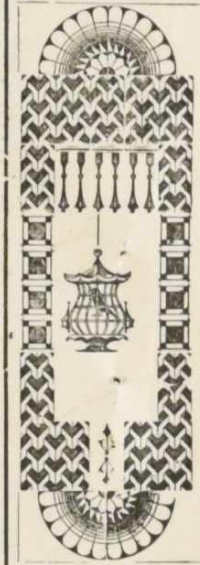
H. A. McKitrick

Filed July 16th 1892
J. P. McDowell J. P.

Judgment had on the note of which the within is a copy this 25th day July A.D. 1892 for the balance due on said note viz $60.25

J. P. McDowell J. P.

Due $60.25



$ 139.85 Apl 17 Rush Centre Ks 1889

Friday after date, for value received, I

promise to pay to the order of J. E. Smith at the office of

W. F. Russell

Rush Centre and Sixty nine & 85 DOLLARS.

the sum of

With interest at the rate of 10 per cent. per annum from date till paid

No.

Due Apl 18 1889 W. A. McKitrick

Attest Copy Postoffice

W. H. KISTLER & CO., MANUFACTURING STATIONERS, PRINTERS AND BOOKBINDERS.

THE STATE OF OHIO,) IN JUSTICE'S COURT,
Union COUNTY, SS.)

7-12. H. L. Barrett & Son, Publishers, Springfield, Ohio.

J.E. Smith Pl'ffs.

vs.

W. A McKitrick Def'ts.

Judgment, $60.05

Before J.P. McDowell Justice of the Peace.

No. 62 Amount Claimed, $60.15

July 16th 1892

The Plaintiff filed his bill of particulars which is in substance as follows:

$139.85 April 17th Rush Center Ks. 1891

One day after date, for value received I promise to Pay to the order of J.E. Smith at the office of W.H. Russell the sum of one hundred and thirty nine 85/100 dollars with interest at the rate of 10 per cent per annum from date till paid

W.A. McKitrick

Copy

Copy

Issued summons July 18th 1892 returnable July 25th 1892 at 8 oclock A.M.

Upon the return day the plaintiff by his Attorney W.P. Andrews filed an affidavit showing that there was actually due on the above promissory note with accrued a balance of interest $55.01 up to August 24th 1891 ~~which balance~~

Return of summons

I received this writ July 18th 1892 and served the same on the within named W.A. McKitrick on the 20th day of July by copy at his residence

Constables fees. Service 25. Mileage 75. Copy 25 total $1.25 (signed) John Riley Const.

W.P. Andrews Attorney for plaintiff made an affidavit of which the following is a copy.

State of Ohio Union County ss;

W.P. Andrews being sworn says that on or about the 18th day of July A.D. 1892 as Attorney for J.E. Smith he was in possession of a certain promissory note dated April 17th 1891 calling for $139.85 one day after date made payable to the order of said J.E. Smith; an exact copy of which is on file with the aforesaid J.P. in the above case; And affiant further says that said original note is either lost, destroyed or Stolen; so that it is not in his power to produce the same at the Trial of the above case (signed) W.P. Andrews

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons	25			
Affidavit	40			
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing 3 Papers	15			
Record 200 Words	30			
Judgment	40			
Satisfaction	20			
Bail for Stay				
Execution and Filing	45		40	
Trans. and Certificate				

CONSTABLE'S FEES.				
Sum., Serv., and Mileage + Copy	1	25		
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
X Copies	~~25~~			
Ex. and Per Cent.	1	15		

WITNESSES.

T,

FOR Jerome TOWNSHIP.

July 25th 1892 the defendant came and plead that he was indebted to the plaintiff the amount of money as stated in affidavit ~~as stated~~ above with interest to date

Therefore it is considered by me that the ~~defendant~~ plaintiff recover of the defendant the sum of ~~$~~ sixty dollars and five cents debt and costs as shown in the margin of this case and interest 10 per cent and costs that accrue

J P McDowell J.P.

~~August~~ 4th ~~July~~ 25th 1892 issued an execution on above judgment by order of W. P. Andrews Atty. for plaintiff

Return Property levied upon 18 tons hay, 30 acres growing corn, 12 acres oats and one mowing machine. Unsold by order of plaintiff who ordered the property released and executioned returned. Service 40. mileage 75- total $1.15-

(Signed) John Riley Constable

Charges of execution charged to plaintiff also cost of affidavit 45-, 1.15- and 40 total $2,00

Received of R.S. Fry fifty five dollars This 28th day of March 1893

Apr. 21st 1893. Received of R.S. Fry $2. balance on judgment and costs

Apr. 22d Received sixty two dollars of J.P. McDowell J.P. in full satisfaction for above judgment

W. P. Andrews Atty
for Plaintiff.

August 4th, 1892, the Defendant in the above case came and by R.S. Fry his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, R.S. Fry as surety for the above Stay of Execution on the above Judgment of against H. A McKitrick do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

R. S. Fry, Surety.

Taken by and signed and acknowledged before me, and surety approved, this 4th day of August A. D. 1892 J.P. McDowell J. P. Stay of Execution expires March 22" 1892 Am't then due $ 14.04

, 18 . Issued an Execution for

returnable , 18 , and delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said obtained a judgment against the said on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

1-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

John Weis

Pl'ffs.

vs.

David Linville

Def'ts.

Judgment, $

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons	25			
Affidavit				
Order of				
Undertaking				
Subpœna *Names*				
Swearing *Witnesses*				
Adjournment				
Filing 2 *Papers*	10			
Record 100 *Words*	15			
Judgment				
Satisfaction				
Bail for Stay				
Execution and Filing				
Dismissal	20			
Trans. and Certificate				
CONSTABLE'S FEES.				
Sum., Serv., and Mileage 1 Copy	1.05			
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				
WITNESSES.				

Before J P McDowell **Justice of the Peace.**

No. 64 *Amount Claimed,* $6.00

July 25th 1892

The Plaintiff filed his *bill of particulars which is in substance as follows:*

Plaintiff says that defendant is justly indebted to him, on account of services of Plaintiff's bull to defendant's cows in the seasons of 1891 and 1892, in the sum of six dollars ($6.00) Therefore Plaintiff prays judgment against defendant for said sum of six dollars and costs of suit. (Signed) John Weis

By his Counsel F. M. Rouse

Issued summons returnable July 30th 1892 at 2 oclock P. M.

Return of summons

I received this writ July 25th 1892 and served the same on the within named David Linville the same day by Copy at his residence

service 25 Copy 25 mileage 5-5 = total $1.05

(Signed) John Riley Constable

Parties met on return day and settled their differences and dismissed the case and paid the costs.

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his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, as surety for the above Stay of Execution on the above Judgment of against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this day of A. D. 18 J. P.

Stay of Execution expires 18 . Am't then due $

, 18 . Issued an Execution for returnable , 18 , and delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said obtained a judgment against the said on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

Received on the within note thirteen dollars & forty four cent. $13.44

January 22 1890

Received on the within note Eighty four & forty cents $84.40

Dec 8 1890

A. J. Hobert Note

vs

Maria McKitrick, George McKitrick 3rd & A. A. McKitrick

Filed Aug. 6th 1892
J. P. McDowell J.P.
judgment had on within note for $96.60 and $5.35 Costs August 17th 1892
J. P. McDowell J.P.

Due Aug 6 1892

Mar 1892

$ 169.12 October 26 1887

Two months after date I we or either of us promise to pay to the order of A. L. Hobert

One Hundred and Sixty nine 12/100 Dollars

at rate of eight per cent from date

Value received

Maria L McKitrick

George McKitrick

W. A. McKitrick

No. Due

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

A. J. Hobert

Pl'ffs.

vs.

Maria L. McKitrick
George McKitrick
and W. A. McKitrick

Def'ts.

Judgment, $

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons	75			
Affidavit				
Order of				
Undertaking				
Subpœna 2 Names	30			
Swearing 4 Witnesses	20			
Adjournment	20			
Filing 2 Papers	10			
Record 500 Words	75			
Judgment	40			
Satisfaction				
Bail for Stay				
Execution and Filing				
Trans. and Certificate				

costs paid

CONSTABLE'S FEES.				
Sum., Serv., and Mileage and 50 Fees	1	75		
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial	1	00		
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				

costs paid.

WITNESSES.				

Before J. P. McDowell Justice of the Peace.

No. 65

Amount Claimed, $96.

August 5th 1892

The Plaintiff filed his bill of particulars which is in substance as follows: $169.12 October 25th 1889

Two months after date we or either of us promise to pay to the order of A. J. Hobert one hundred and sixty nine 12/100 dollars at rate of eight percent from date. Value received

Maria L. McKitrick
(signed) George McKitrick
W. A. McKitrick

Indorsements

Received on the within note thirteen dollars and forty four cents ($13.44) January 22" 1891

Received on the within note eighty four dollars and forty cents ($84.40) Dec. 9" 1890

Issued summons returnable Aug. 10" 1892 at 1 o'clock P.M.

Return of summons

I received this writ August 5th 1892 and served the same on the within named W. A McKitrick on the 5th day of August 1892 by copy and left a copy for Maria L. McKitrick at her usual place of residence and George McKitrick I could not find in my county on whom to served service 50¢ mileage 75¢ copies 50 total $1.75 (signed) John Riley Constable

On the return day the Plaintiff was represented by W. P. Andrews and the defendant W. A. McKitrick being present who by his counsel W. M. Rouse made the following motion to-wit. Now Comes W. A. McKitrick one of the defendants and not for the purpose of entering his appearance herein but for the purpose of this motion and this motion only, and moves the justice to dismiss him as one of the defendants to this action. And assigns for reasons that he signed the note sued upon as security, that he derives no benefits from the ~~collection~~ collection of said note, and that since said note became due and payable the plaintiff A. J. Hobert has given said principals

FOR Jerome TOWNSHIP.

Maria L. McKitrick and George McKitrick a further extension of time for the payment of said note without the consent of said W.A McKitrick surety upon said note. (Signed) W.A. McKitrick By his counsel
H.M Rouse

The Plaintiff not being present his Atty asked that the case be continued and by consent of parties I continued the hearing the motion and case until Aug 17th 1892 at 1 oclock P.M.

On adjourned day plaintiff and W.A. McKitrick and George McKitrick two of the defendants were present Maria L McKitrick not being present.

The defendant W.A. McKitrick's motion to dismiss him as one of the defendants was deferred for consideration until after hearing the case

The plaintiff and two defendants and mrs Alice McKitrick were sworn and testified. From said testimony I find that mrs ~~George~~ Maria L McKitrick and George McKitrick are principal debtors and that W. A. McKitrick only signed said note as surety. I overruled motion to discharge W.A. McKitrick as defendant, to which ruling defendant excepted.

Therefore it is considered by me that the Plintiff A.J. Hobert recover of the defendants, Maria L. McKitrick and George McKitrick as principal debtors and of W. A. McKitrick as surety, the sum of ninety six and 55/100 dollars debt and his costs taxed at $5.35 as per items as charged in the margin, and interest at 8 per cent and costs that accrue. J.P. McDowell

~~A.J. Hobert~~ The plaintiff in above action came on the 25th day August 1892 and dismissed the above judgment against the defendants and paid the justice and constable fees to on the same

, 18 , the Defendant in the above case came and by

his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires

J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the seventeenth day of August A. D. 1892, the said A J Hobert obtained a judgment against the said Maria L McKitrick George McKitrick & W.A. McKitrick on the docket of J P McDowell J. P. for ninety six and fifty five 96 55/100 Dollars and cents, and costs taxed at the same sum of dollars and the said W.A. McKitrick intends to appeal therefrom to the Court of Common Pleas of Union County. Now, therefore, I.

of do hereby promise and undertake to the said A J Hobert in the sum of two hundred Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

176

THE STATE OF OHIO,
Union COUNTY, SS.

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

David M. Kings — Pl'ffs.

vs.

Charles Depp — Def'ts.

Judgment, $

Before J P McConnell — Justice of the Peace.

No. 66 — Amount Claimed, $15.

August 31st 1892

The Plaintiff filed his Affidavit in Replevin bill of ~~particulars~~ which is in substance as follows: Before me the undersigned a justice of the peace in and for said County came David M. Kings who being duly sworn deposes and says that he is the rightful owner of and has good ~~right~~ title to the immediate possession of the goods and chattels following, to-wit: One black hog, one ear cropped off, weight from ~~the~~ hundred to a hundred and twenty five pound amount of damages he claims for such detention is fifteen dollars and that the same are wrongfully detained from him by Charles Depp, and that the said goods and chattels were not taken in execution on any order or judgment against the said David M. Kings, or for the ~~Payment~~ of any tax, fine, ~~fine~~, or amerecment assessed against him, and is not claimed by said David M. Kings under a title acquired mediately or immediately by transfer from one from whom such property had been taken by such execution order or process, or by virtue of any order of delivery issued under the law hereof, or any other mesne or final processes issued against the said.

(signed) David M. Kings

On the same day I issued a writ of replevin and summons for defendant returnable Sept 5th 1892 at 1 P M

Return of writ

Received this August 31st 1892 and on the 31st Day of August A.D. 1892 I replevied a black hog the goods and chattels within described and caused the same to be appraised as per schedule hereunto attached.

The within named David M. Kings gave a replevin Undertaking, according to law with John Robinson and Henry Sands sufficient sureties here with returned and I delivered the property to Davis Kings also on the same day served the defendant by copy

(signed) John Riley Constable

Case continued till Sept. 12th 1892 one o'clock P. M. By consent of parties

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons				
Affidavit		40		
Order of		40		
Undertaking		40		
1 Subpœna 4 Names		60		50
Swearing 17 Witnesses		40		45
1 Adjournment		20		
Filing 4 Papers		20		
Record 400 Words		60		
Judgment		40		
Satisfaction				
Bail for Stay				
Execution and Filing				
Bond and appeal				40
Trans. and Certificate				

CONSTABLE'S FEES.				
Writ, Serv., and Mileage & Copy		1 30		
Sub., Serv., and Mileage				
Sum. Appraisers		1 00		1 45
Schedule and Bond		50		
Serv. Garnishee				
Att. Trial 2 days		2 00		
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				
Appraisers fee		2 00		

WITNESSES.				
Wm Fulk		90		
John A Horch		90		
Fred Spair		90		
Peter Spair		90		
Thos Wilcox		90		
Frank Wilcox		90		
Lewis M. Kings		90		
Lute Davis		90	1	40
Geo. Schoby		80	1	40
Al Schoby				90
John Wolfort				90
Lincoln Cook				90
Tillie Scott			1	00
Sam'l Banks			1	00
Horner				25

FOR Perrone TOWNSHIP.

Issued Plaintiffs subpoena for Wm Fulk, Mose Cosgray, John A Horch, Fred Shier, Peter Shier, Thos Wilcox, Frank Wilcox and Lewis M Kings. For defendant Lute Davis, Geo. Schoby, Al. Schoby, John Stolpert, Lincoln Cook, and Tillie Scott. ~~Samuel Banks~~

Sept 12th 1892 at the time set for trial parties met, trial demanded, trial had The following witnesses for the plaintiff were sworn and examined. The plaintiff Wm. Fulk, John A. Horch Fred Shier Peter Shier, Thos Wilcox Frank Wilcox and Lewis M. Kings For the defendant: The defendant, Lute Davis, Geo. Schoby Lincoln Cook and Tillie Scott, were sworn and testified. During the trial the defense asked that a subpoena be issued for Samuel Banks which was done as it was getting late the case was continued until Sept 13th at 10 o'clock P.M. at which time Messrs Samuel Banks John Stolpert Al. Schoby and a Mr. Warner were sworn and testified ~~as~~ and Lute Davis and George Schoby were recalled to testify.

After hearing the testimony and the Pleas of the Counsel on both sides who cited me to the sections of law bearing on the case, which I duly considered. I this 16th day of September 1892 find that the Plaintiff has right to immediate possession of the property replevied.

Therefore it is considered by me that the plaintiff David M. Kings recover his costs, of the defendant Charles Depp, as taxed in The margin of this case, amounting to $16.70. and costs that accrue

Defendants costs amount to $9.95 J.P. McDowell J.P.

Defendants Counsel gave notice of an appeal

Appeal bond given Sept. 22nd 1892 with Alpheus Geeder as sufficient surety

..... 18..... the Defendant in the above case came and by

..... his surety, resident of the County, approved by me as

good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, ...

as surety for the above Stay of Execution on the above Judgment of .....

against ..... do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

..... Surety.

Taken by and signed and acknowledged before me, and surety approved, this .....

day of ..... A. D. 18..... } Stay of Execution expires .....

J. P. } 18..... Am't then due $.....

..... 18..... Issued an Execution for .....

returnable ..... 18..... and

delivered the same to ..... Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the 16th day of September A. D. 1892 the said David M. Kings obtained a judgment against the said Charles Depp on the docket of J.P. McDowell J. P. for ..... Dollars and ..... cents, and costs taxed Pltffs 16.70 Defts 9.95 and the said Charles Depp intends to appeal therefrom to the Court of Common Pleas of Union County. Now, therefore, I, Alpheus Geeder of Union County do hereby promise and undertake to the said David M. Kings in the sum of Fifty five Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Alpheus Geeder

Executed and acknowledged before me, and surety approved this 22nd day of Sept. A. D. 18.....

J. P.

178

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

1-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

John Durbin

Pl'ffs.

vs.

Jacob Brown

Def'ts.

Judgment, $60.50

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit		40		40
Order of Attachment		40		
Undertaking for		40		
Subpœna 6 Names		40		90
Swearing Witnesses				
Adjournment		20		10
Filing 5 Papers		25		10
Venire		40		
sitting in case	1	00		
Record 800 Words	1	20		
Judgment		40		
Satisfaction				
Bail for Stay				
Execution and Filing		40		
Trans. and Certificate				
jury fee paid by pltff	3	00		
	5	90	1	10

CONSTABLE'S FEES.			
Sum., Serv., and Mileage and copy		95	
Order of Attachment			
Sub., Serv., and Mileage	1	20	1 80
Sum. Appraisers	1	00	
Schedule and Bond			
Serv. Garnishee			
Att. Trial	1	00	
Sum., Jury and Mileage	1	25	
Copies			
Ex. and Per Cent.		5740	
Giving notice to leave Premises		120	
Appraisers	2	00	1 05

WITNESSES.			
E D. Barlow	Paid		50
Tom Brown	"		20
Jess Brown	"		20
Dave Linville	"		1 80
Ben Linville	"		80
John Cunningham sen	Paid	1	80
John Cunningham jr	"	1	80
Christian Durbin		50	
Willie Durbin		50	
James Scarland		60	
John Fris		90	
John Slagle		50	
Isaac Pirtle			90
	27	50	

Before J P McDowell Justice of the Peace.

No. 67 Amount Claimed, $ 68

October 1892

The Plaintiff filed his bill of particulars which is in substance as follows: Plaintiff says his cause of action is this; That on the 29th day of March A.D. 1892 this Plaintiff under a written Lease, leased to defendant about 43¾ acres of land, the said land so leased being the west part of Plaintiffs farm in Jerome township Union County State of Ohio, And that under the terms of said ~~Contract~~ written lease defendant was to have said premises from the 1st day of ~~October~~ April 1892 until the 1st day of October 1892 being the full term of six months, And that under the terms of the said written lease defendant was to pay this Plaintiff the rent following, the sum of $57.00 for the dwelling House Stable Cribs and a truck Patch near the dwelling house and three dollars per acre for 6 acres of Pasture, and that the same was to be paid when the crops were gathered on the farm making a total payment of $68.00 and defendant further agreed to set aside for plaintiff one half of the corn in the shock and the half the hay in the Stack.

That the crops are gathered by defendant and he now refuses to pay the $68.00 as agreed upon in said written lease or any part of the same, Therefore Plaintiff prays judgment for said sum of $68.00 now due and unpaid together with costs of suit. (Signed) John Durbin

By his counsel H M. Rouse

Also the following is a copy of the affidavit for attachment

State of Ohio Union County ss

The said Plaintiff John Durbin makes oath that the claim in this action is on account of rent of a part of Plaintiffs farm in Jerome township Union County Ohio and the said John Durbin also makes oath that the said claim is just, and that the said Plaintiff ought as he the said deponent believes to recover thereon sixty eight dollars. He also makes oath that the said defendant Jacob Brown is about to convert his property or a part thereof into money for the purpose of defrauding his creditors. And affiant further says that the property sought and about to be attached in this action is not exempt exempt from execution, and is the personal earnings of of said defendant or the personal earnings of his minor child or children, for services rendered within three months prior to the commencement of this action of the Plaintiff John Durbin

(signed) John Durbin

The Plaintiff being a non resident of the county I required him to give security for costs which he did as follows

FOR Jerome TOWNSHIP.

I John Weiss will be responsible for all the costs in the above case and hereby undertake and promise the said Jacob Brown, to pay all costs that may accrue in the said action Jasper J Brink

Signed and surety approved this 10th day of October A.D. 1892 J P McDowell J.P.

Issued order of attachment and summons returnable Oct 10th 1892 at 10 o'clock A. M.

Plaintiff also gave an undertaking for attachment with John Weiss as good and sufficient surety approved by me

Return of summons: Received this writ October 4th 1892 and served the same on the within named Jacob Brown Personally by copy on the same day: service 25 Copy 25 mileage 45 cts Total, 95 cts

Return of Order

October 4th 1892 received this order and afterward on the 5th day of October 1892 I went to the place where the defendants property in mentioned inventory and appraisement was found and there at 3 o'clock P.M. of said day in the presence and hearing of F.H. Courtright and J.E. McCullough two credible persons did declare that by virtue of this order of attachment I attached said property at the suit of John Durbin and did then and there attach it, and I then with F.H. Courtright and J.E. McCullough two householders of the county of Union; after administering to them an oath truly to inventory and appraise said property, made a true inventory and appraisement of said property being all that was attached; and said inventory and appraisement signed by me and said householders is annexed and returned with this order, said property now remains in my custody, Service 45 mileage 8 miles 55 Copy 25 summoning and swearing appraisers 100 appraisers fees 200 Total $4.20 signed John Riley Constable.

Oct 10th 1892 Parties met and defendant asked that above attachment in this case be dissolved for the reasons that he did not sell or offer to sell any of the property attached for the purpose of defrauding his creditors or any other purpose, 2nd that the property attached is not the personal earnings of the defendant or his minor child or children. Issued subpoena for defendant, for John Cunningham sen and jun Ben Linville, David Linville and Garrett Brown. for Plaintiff Christian Durbin, Willie Durbin, Mr Glass and

Plaintiff asked for a jury trial the following jurors were chosen Wm. Noteman, Clark Rickard Smith Charra, Price Walker, Daniel Saylor, and M.B. Smith Charra, venire issued, case adjourned Till Oct. 14th 1892 at 9½ o'clock A.M.

At the time set for trial the parties met the jurors all presented themselves Wm. Noteman and M.B. Smith presented reasonable excuses and I excused them from sitting as jurors in the case

Continued on page 179

....., 18....., the Defendant in the above case came and by

..... his surety, resident of the County, approved by me as

good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against ..... do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

..... Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of ..... A. D. 18..... } Stay of Execution expires

J. P. } 18..... Am't then due $

October, 18. Issued an ~~Execution~~ order of sale for judgment and costs returnable November 15th, 1892, and delivered the same to John Riley, Constable.

Execution returned and endorsed as follows:

Rec'd this writ Oct. 30th 1892. Inventory of all property sold and unsold by virtue ~~of execution~~ is hereto annexed, One field of corn made by sale of property $54.00 Poundage $2.16 service 50 mileage 55 to advertisement 40 $3.52 1.90 5.95 My costs paid to justice John Riley Constable

1892 Received & filed this 30th day of Oct. 1892 W.H. Courtright Clerk

Appeal Undertaking.

Whereas, on the ..... day of ..... A. D. 18....., the said

obtained a judgment against the said

on the docket of ..... J. P.

for ..... Dollars and

..... cents, and costs taxed

..... and the said

..... intends to appeal

therefrom to the Court of Common Pleas of ..... County. Now, therefore, I,

of ..... do hereby promise and undertake to the said

in the sum of

Dollars.

that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this ..... day of ..... A. D. 18.....

J. P.

180

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

1-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Fred Hinderer

Pl'ffs.

vs.

David Linville

Def'ts.

Judgment, $

Before J P McDowell Esq Justice of the Peace.

No. 68 Amount Claimed, $ 5.00

December 20th 1892

The Plaintiff filed his bill of particulars which is in substance as follows: ~~Defendant~~ ~~says~~

Plaintiff says that defendant is justly indebted to him in the sum of five dollars for 225 rails and 86 stakes for a wire fence sold and delivered to defendant at his request on or about the first of September 1891 Therefore plaintiff prays judgment against defendant for said sum of five dollars and costs of suit.

(Signed) Fred Hinderer
By his Counsel H M Rouse

On the same day I issued a summons for defendant and delivered it to John Riley Constable, returnable Dec. 24th 1892 at 10 A.M.

Return of Summons.

I received this writ Dec. 20th 1892 and served the same on the within named David Linville by Leaving a true copy at his at his residence Dec. 21. 1892.

Service .25 mileage .55 copy .25 Total $1.05

Signed John Riley Constable

On the return day both parties appeared, trial was called, neither parties was ready for trial, plaintiff asked for a trial by jury a list of jurors was drawn up by one and the following jurors were selected Fielding Taylor, Geo. Kilbury, D. Lombard, J.K. Holycross, M. B. Smith, and N. Harrington, Venire was issued and given to the Constable, Subpoena was issued for plaintiff for the following persons George Bixler, George Mitchell and Frank Channel; for defendant Sam Curry, Ben Linville, John Cunningham and Simon Weis. and case was adjourned till Dec. 28th 1892 at 9 oclock A.M.

Constables return of venire shows all the jurors were personally served

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit				
Order of				
Undertaking				
Subpœna 2 7 Names		35		40
Swearing 5 3 Witnesses		25		15
Adjournment		20		
Filing 2 Papers		10		
Venire for Jury		40		
Record 200 Words		30		
Judgment		40		
Satisfaction				
Bail for Stay				
Execution and Filing				
Sitting in Case	1	00		
Trans. and Certificate				
Jury fee	3	00		

Costs Paid

CONSTABLE'S FEES.		
Sum., Serv., and Mileage Copy	1	05
Sub., Serv., and Mileage		
Sum. Appraisers		
Schedule and Bond		
Serv. Garnishee		
Att. Trial	1	00
Sum., Jury and Mileage	1	20
Copies		
Ex. and Per Cent.		

Paid

WITNESSES.		
Geo. Bixler	90	
Geo. Mitchell	90	
Frank Channel	90	
~~Hinderer~~	~~25~~	
Ben. Linville		90
John Cunningham		90

Paid

RT, FOR TOWNSHIP.

December 28th 1892 9. A.M. Parties appeared ready for trial four jurors were present and the parties agreed to try case with the four jury were sworn, witnesses sworn for the plaintiff Geo. Bixler, Geo. Mitchell, Hinderer, Frank Channel, and plaintiff, witnesses sworn for the defendant, the defendant, Ben. Linville, and John Cunningham The above testified and after hearing the testimony, the case was given to the jury who brought in the following verdict. We the jury do find and assess the plaintiff's herein against the defendant to the sum of five dollars, Jury was paid defendant immediately paid the amount and costs = $17.00

Received of J. P. McDowell J. P. five dollars in full satisfaction in this case for Hinderer Ben. Linville, John Cunningham and Hinderer threw off their costs

ce of the Peace.

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lars which is in

plaint in the rails sold and s request ber 28 1891 nt against Dollars

use summons to John 1892 at 1 P.M.

and served David at his

total $1.05 nsetable d, trial ready Trial by use by one ted d. J. K. Holy- n, the Const, plaintiff for er, George efendant ngham s adjourn

s all

, 18 , the Defendant in the above case came and by

his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires

J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

182

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

C.M. & A.M. Jones

Pl'ffs.

vs.

Ross Wilson

Def'ts.

Judgment, $

JUSTICE'S FEES.		Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons			25		
Affidavit					
Order of					
Undertaking					
Subpœna	Names				
Swearing 5	Witnesses		10		15
Adjournment			20		
Filing 2	Papers				
issuing Venire					40
Record 600	Words		90		
Judgment			40		
Satisfaction					
Bail for Stay					
Execution and Filing					
Trying Case				1	00
Trans. and Certificate					
		1	85	1	55
		3	45		

CONSTABLE'S FEES.			
Sum., Serv., and Mileage	copy	95	
Sub., Serv., and Mileage			
Sum. Appraisers			
Schedule and Bond			
Serv. Garnishee			
Att. Trial		1	00
Sum., Jury and Mileage		1	25
	Copies		
Ex. and Per Cent.		3	10

WITNESSES.		
William Brown	1	00
David Conklin	1	15
Jury fee	7	50
	6	65

Before J.P. McDowell Justice of the Peace.

No. 69 Amount Claimed, $

Jan 1st 1893

The Plaintiff filed his complaint bill of particulars which is in substance as follows:

To J.P. McDowell, a justice of the peace in and for the Township of Jerome, in the County of Union, Ohio.

The undersigned, C.M. & A.M. Jones, by C.M. Jones a resident of the county of Union, Ohio, doth hereby make their complaint to you against one Ross Wilson, for this; that the said Ross Wilson did on or about the — day of 1892 enter and doth now unlawfully and with a strong hand and forcibly, detain from the possession of the undersigned the following premises, situate in the township of Jerome in the County of Union, Ohio, and described as follows:

The west end of the house on the farm known as the Ruehlen farm, being on the south side of the Plain City and Newlalifornica gravel road and being about two and half miles from Plain City, O.

The undersigned at the time of said entry and ever since hath had the right to said premises

On the 31st day of December 1892 the undersigned served upon the said Ross Wilson, as required by law, notice in writing to leave said premises.

the undersigned asks process and Restitution

(Signed) C.M. & A.M. Jones

January 16" 1893 By C.M. Jones

Issued summons for for the defendant Jan 24" 1893 returnable Jan. 28" 1893 at 1 o'clock P.M.

Return of summons

I received this writ January 24th 1893 and January 25" 1893 I served the same on defendant by leaving certified thereof on Ross Wilson at his residence

Constable's fees on this writ. Service and return 25 copy 25 mileage 6 miles 45 cts total $.95

(Signed) John Riley Constable

Jan 28th 1893 Parties met and defendant by his counsel H.M. Rouse made the following motion to dismiss this action to wit:

RT, FOR Jerome TOWNSHIP.

of the Peace.

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C.M. Jones

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nstable

defendant,

following

to wit,

Now comes the defendant Ross Wilson and not for the purpose of entering his appearance herein but for the purpose of this motion only; ~~but for the purpose~~ and moves the ~~Court~~ Justice of the peace herein to dismiss this action against him and assigns for reason; That he never leased the premises in question from C.M. Jones that consequently the said C.M. Jones was never his landlord and has no legal right to bring this action

(Signed) Ross Wilson, By his Counsel F.M. Rouse

Evidence was brought to prove the allegations in above motion. Ross Wilson, Brown, and D. Conklin for defence and the two plaintiffs were sworn and all testified after the testimony I overruled the motion, and defendant asked for a jury trial. The following persons were selected as jurors. Samuel Willis, E.L. Artz, B. Keefe, Jas. L. Smith, B. Keefe, H. Sotemann and Jacob Wooney for whom I issued a venire Jan. 31st 1893. The case was adjourned till Feb 1st, 1893 at 1 P.M. I ordered the above named witnesses to appear at that time.

Feb 1st 1893 case was called and parties were ready, the jury who were all present were qualified and sworn the counsel on each side presented his side of the case, the two plaintiffs were sworn and testified for the defense the the defendant, William Brown and David Conklin were sworn and testified and after hearing testimony and the pleas of the counsel the case was given to the jury who brought in the following verdict: We, the jury, do find the defendant not guilty

(Signed) E.L. Artz Foreman

It is therefore considered by me that the plaintiffs pay the costs as taxed in the margin of this case J.P. McDowell J.P.

I ordered the defendant to pay the jury which he did not do on that day but agreed to do in a short time.

Feb 3rd 1893 C.M. Jones paid the costs in this case $13. and I paid the jury, constable, and witnesses their fees

, 18 , the Defendant in the above case came and by

his surety, resident of the County, approved by me as

good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires

J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of

A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P.

for Dollars and

cents, and costs taxed

and the said

intends to appeal

therefrom to the Court of Common Pleas of

County. Now, therefore, I,

of do hereby

promise and undertake to the said

in the sum of

Dollars,

that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

184

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Alice Lambka for herself and Alice Lambka as guardian for Amanda Sager and Nellie Sager Pl'ffs.

vs.

W. & Shreckengaust

Def'ts.

Judgment, $

JUSTICE'S FEES.		Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons			25		
Affidavit					
Order of					
Undertaking					
Subpœna 5	Names		25		40
Swearing 3 5	Witnesses		15		20
Issuing Venire					40
Adjournment			20		
Filing 3	Papers		15		
Sitting in case			100		
Record 1050	Words		1.50		
Judgment			40		
Satisfaction					
Bail for Stay					
Execution and Filing					
writ of restitution			40		
Trans. and Certificate		~~2.50~~			250
		4.30			1.05
record bill of exceptions		8			75

CONSTABLE'S FEES.			
Sum., Serv., and Mileage	and copy	1.05	
Sub., Serv., and Mileage		70	
Sum. Appraisers			
Schedule and Bond			
Serv. Garnishee			
Att. Trial		1.00	
Sum., Jury and Mileage		~~1.20~~	120
	Copies		
Ex. and Per Cent.			
writ of restitution		1.35	
Jury fee			3.00

WITNESSES.		
W. H. Williams	1 60	
Harvey Davis		85
George Crook		~~85~~
W. Shreckengaust		85
Amanda Shreckengaust		85

Before J. P. McDowell Justice of the Peace.

No. 70 Amount Claimed, $

March 15th 1893

The Plaintiff filed her complaint ~~bill of particulars~~ which is in substance as follows:

The undersigned Alice Lambka says that she is the owner of a dower interest in the premises hereafter mentioned and described; and that she is the legally appointed and qualified guardian of Amanda Sager and Nellie Sager minors and that they are the owners in fee of the said premises The said Alice Lambka for herself and as said guardian doth hereby make her complaint to you against one W. Shreck for this That the said W. Shreck hath ever since the 1st day of March 1893 and doth still unlawfully and forcibly detain from the undersigned possession of the following premises situated in the Township of Jerome in the said County of Union and described as follows, to wit:

Being about 18 acres of land situated in said Township County and State and known as the George Sager farm being bounded on the South by lands of William Kile on the North by lands of Harvey Davis and on the east by lands of Jacob Kramer, and on the west by the Kile and Warner road.

The said W. Shreck entered upon said premises as the tenant of the undersigned, the lease therefor expired at or before the time herein first mentioned and from that time the said W. Shreck hath unlawfully and forcibly held over his said term.

On the 1st day of March 1893 the undersigned ~~desire~~ served upon ~~upon~~ the said W. Shreck as required by law, notice in writing to leave said premises.

The undersigned asks process and restitution &c. Dated the 14th day of March 1893

(Signed) Alice Lambka

Issued summons returnable March 20" 1893 1893 at 1 o'clock P.M. Return

I received this writ March 15th 1893, and on March 16" 1893 I served the same on defendant by leaving certified copy thereof with the defendant at his residence personally service 25 copy 25 mileage 55 Total $1.05

(signed) John Riley Constable

Issued ~~subpoena~~ for W. H. Williams

RT, FOR Jerome TOWNSHIP.

March 20th 1893 Parties at the hour named case was called plaintiff was ready defendant made the following motion.
Now comes the defendant C.H. Shreckengaust and not for the purpose of entering his appearance herein, but for the purpose of this motion only, and moves the ~~justice~~ of the peace herein to dismiss this action against him, and assigns for reasons that the cause of action as set forth in the copy of the summons served upon him by the constable of said township and county is not in conformity with the statute in such cases made and provided, wherein it does not state a forcible entry and detention, or a forcible detention only, and for the further reason that the complainant in the title of the suit sues as administrator and in the body of the summons claims Guardianship only, and for the further reason that in the body of the summons ~~for the restitution~~ the complainant asks a judgment for said premises instead of a judgment for the restitution of said premises, And further that a judgment for certain premises must be a judgment rendered by a court of record, such as a court of common Pleas or the like and that the judgment prayed for is not within the jurisdiction of any justice of the peace to grant or render judgment upon. (signed) C.H. Shreckengaust
By his counsel H.M. Rouse
After hearing the motion discussed I overruled it, ruling excepted to by defendant who also asked for a jury trial. The following are the jurors selected Wm. Bancroft, John Rickard, Charles Gordon, Geo. Arnold, J.K. Holycross and Geo Converse. Case was adjourned till March 21st at 1 o'clock P.M. Subpoena issued for Amanda Shreckengaust, C.H. Shreckengaust, Harvey and George Crooks. H. Williams witness was present. I demanded of the plaintiff security for costs
I acknowledge myself responsible for the costs in this case
J. Corcoran

Taken and surety approved this 21st day of March 1893
case was called defendant asked that the case be dismissed for the reason that the copy of the summons given the defendant was not an exact copy of the original summons which I overruled as it should have been embodied in the original motion.
I excused John Rickard from the jury on account of sickness. Geo. Arnold not present. Parties agreed to try the case with four jurors. continued on page 425

, 18 . the Defendant in the above case came and by
his surety, resident of the County, approved by me as
good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:
In pursuance of the Statute in such case made and provided, I,
as surety for the above Stay of Execution on the above Judgment of
against do hereby promise and undertake to pay the amount
of said Judgment, interest and costs, and the costs that may accrue.
, Surety.

Taken by and signed and acknowledged before me, and surety approved, this
day of A. D. 18 } Stay of Execution expires
J. P. } 18 . Am't then due $
, 18 . Issued an Execution for
returnable , 18 , and
delivered the same to , Constable.
Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of
A. D. 18 , the said
obtained a judgment against the said
on the docket of J. P.
for Dollars and
cents, and costs taxed
and the said
intends to appeal
therefrom to the Court of Common Pleas of
County. Now, therefore, I,
of do hereby
promise and undertake to the said
in the sum of
Dollars,
that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18
J. P.

THE STATE OF OHIO,
Union COUNTY, SS.

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Anna Kramer

Pl'ffs.

vs.

Robert Purdum

Def'ts.

Judgment, $

JUSTICE'S FEES.	Piff's Cost. Dols.	Piff's Cost. Cts.	Def'ts Cost. Dols.	Def'ts Cost. Cts.
Summons				
Affidavit		40		
Order of warrant		40		
Undertaking		40		
Subpœna Names				
Swearing / Witnesses				
Adjournment				
Filing 2 Papers		10		
Record 500 Words		75		
Judgment		2 05		
Satisfaction				
Bail for Stay				
Execution and Filing				
Trans. and Certificate		1.00		
		3 05		

CONSTABLE'S FEES.	
Sum., Serv., and Mileage	95
Sub., Serv., and Mileage	
Sum. Appraisers	
Schedule and Bond	
Serv. Garnishee	
Att. Trial	1.50
Sum., Jury and Mileage	
Copies	
Ex. and Per Cent.	

WITNESSES.

Before J P McDowell Justice of the Peace.

No. 71 Amount Claimed, $

July 27th 1893

The Plaintiff filed her ~~complaint~~ bill of ~~particulars~~ which is in substance as follows: The State of Ohio Union County Jerome township, ss

Personally appeared before me J.P. McDowell a justice of the peace in and for said township and county, Anna Kramer a resident of Union County and made complaint under oath that she is an unmarried woman resident of Jerome township in said county, and that on the 14th day of June A.D. 1893 she was delivered of a bastard child and that Robert Purdum is the father of said child

(signed) Anna Kramer

On the same day I issued a warrant for said Robert Purdum and placed it in the hands of John Riley constable, which warrant is as follows:

The State of Ohio Union County, ss.

To any sheriff or constable of the State of Ohio greeting.

Whereas Anna Kramer an unmarried, resident of the county of Union, hath this day made complaint, on oath and in writing to and before me a justice of the peace in and for the township of Jerome in said county that on 14th day of June A.D. 1893 she was delivered of a bastard child, and that Robert Purdum is the father of said child.

You are therefore commanded to pursue and arrest the said Robert Purdum in any county of this state and bring him forthwith before me, to answer said complaint, and for so doing this shall be your warrant

Given under my hand this 27th day of July A.D. 1893.

(signed) J. P. McDowell J.P.

Return of warrant

July 27th 1893 I have the within Robert Purdum now before the within named J P McDowell J.P.

Service 40¢ mileage 55¢ total 95¢

John Riley constable

FOR Jerome TOWNSHIP.

The examination under oath of Anna Kramer an unmurried woman resident of Union County taken by and before me J.P. McDowell J.P. of Jerome township Union County on the 27th day of July A.D. 1893 upon her complaint of bastardy against Robert Purdum he being then present to answer in the premises.

Q. Where do you reside, Ans. I re the township of Jerome and County of Union.

Q. Are you a married or an unmarried woman? Ans. Unmarried.

Q. Have you been delivered of a bastard child and if so who is the father of said child?
Ans. Yes! Robert Purdum is the father of said child.

Q. In what township and county was your child born?
Ans. Jerome township and Union County.

Q. When was it born? Ans. The 14th of June 1893.

(Signed) Anna Kramer

~~I ordered the defendant to enter into a recognizance in the sum of four hundred and fifty~~ dollars

No further questions were asked; and the above questions and answers being read to the complainant she subscribed the same in my presence and the same were reduced to writing by myself and in my presence

J.P. McDowell J.P.

~~I ordered the defendant to~~ I ordered the defendant to enter into a recognizance in the sum of four hundred and fifty dollars which he accordingly as follows.

Be remembered that on the 27th day of July A.D. 1893 Robert Purdum J.M. Purdum and Fred Kile personally appeared before me J.P. McDowell a justice of the peace in and said county ~~personally~~ and jointly and severally acknowledged themselves to owe and be indebted to the State of Ohio in the sum of four hundred and fifty dollars upon the Condition, that if the said

Continued on page 427

, 18 , the Defendant in the above case came and by his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, as surety for the above Stay of Execution on the above Judgment of against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this day of A. D. 18 . J. P.

Stay of Execution expires 18 . Am't then due $

, 18 . Issued an Execution for returnable , 18 , and delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said obtained a judgment against the said on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

215

$11.10

Dec 14th 1892

Paid on the within note $10.10 Ten dollars and 10 cts

Jan. 22d. 1894 - $10.18

Jan 22nd 1894 Judgment had on the within note for $28.15 debt and $1.15 costs

Wm McDowell J.P.

S. P. Corbett

John Hastings

J. H. Cushing Jr. and

Same Endicott

Filed Jan 18th 1894

J. P. McDowell J.P.

$ 126.22/100

Plain City O. Nov. 10th 1870

One Year after date We promise to pay to

the order of L. D. Converse

One Hundred & Twenty Six 22/100 Dollars

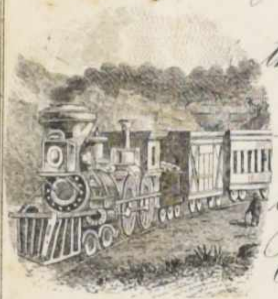
at 8 % Int after maturity

Value received

No. Due.

T. J. & L. Courtright

Laura Courtright



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THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

John Robinson

Pl'ff's

vs.

F. M. Courtright and Laura Courtright

Def'ts.

Judgment, $

Before J. P. McDowell Justice of the Peace.

No. 72 Amount Claimed, $

The Plaintiff filed Jan 10th 1894 his bill of particulars which is in substance as follows: $126.22/100

Plain City Nov. 10" 1892

One year after date we Promise to pay to the order of L. D. Converse one hundred and twenty six 22/100 dollars at 8 per cent after Maturity Value received

(Signed) F. M. Courtright
Laura Courtright

Indorsed L D Converse

Dec. 14th 1892 Paid on the within note $10.10 ten dollars and 10 cents. Jan. 22d 1894 10.18

The defendants waived Process

Jan. 22d. 1894 Defendants came, waived process and confessed judgment on the above described and asked that judgment be had against for the amount of said note.

Therefore it is considered by me that the plaintiff John Robinson recover from the defendants F. M. Courtright and Laura Courtright the sum of one hundred and twenty eight and 15/100 dollars and the costs as per items and interest 8 per cent and costs that accrue.

J. P. McDowell J.P

Dec. 19th 1894 Received from F. M. Courtright one hundred and thirty eight and 31/100 dollars in full for above judgment and costs.

JUSTICE'S FEES.	Pl'ff's Cost. Dols.	Pl'ff's Cost. Cts.	Def'ts Cost. Dols.	Def'ts Cost. Cts.
Summons				
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing / Papers			5	
Record 2 00 Words			20	
Judgment			40	
Satisfaction				
Bail for Stay			40	
Execution and Filing				
Trans. and Certificate				

CONSTABLE'S FEES.				
Sum., Serv., and Mileage				
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				

WITNESSES.

Jany 2
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In pursuance of t
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day of Janu
J. P.
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FOR Jerome TOWNSHIP.

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Jany 27th 1897. the Defendants in the above case came and by
J. E. McCullough his surety, resident of the County, approved by me as
good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, J. E. McCullough
as surety for the above Stay of Execution on the above Judgment of John Robinson
against F. W. & Laura Courtright do hereby promise and undertake to pay the amount
of said Judgment, interest and costs, and the costs that may accrue.

J. E. McCullough, Surety.

Taken by and signed and acknowledged before me, and surety approved, this 27th
day of January A. D. 1897 } Stay of Execution expires Sept. 22d.
J. P. McDowell J. P. } 1897. Am't then due $134.98 $1.15 Costs

, 18 . Issued an Execution for
returnable , 18 , and
delivered the same to , Constable.
Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of
A. D. 18 , the said
obtained a judgment against the said
on the docket of J. P.
for Dollars and
cents, and costs taxed
and the said
intends to appeal
therefrom to the Court of Common Pleas of
County. Now, therefore, I,
of do hereby
promise and undertake to the said
in the sum of
Dollars,
that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO,
Union COUNTY, SS.

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Dr. J. Converse

Pl'ffs.

vs.

R. Anna Converse

Def'ts.

Judgment, $

JUSTICE'S FEES.	Plff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons				
Affidavit in replevin		40		
Order of "		40		
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing 4 Papers		20		
Record 400 Words		60		
Judgment		40		
Satisfaction				
Bail for Stay				
Execution and Filing				
Trans. and Certificate				
Appraisers fee 2 @				

CONSTABLE'S FEES.		
writ Sum. Serv., and Mileage		60
Sub., Serv., and Mileage		
Sum. Appraisers		1 00
Schedule and Bond		50
Serv. Garnishee		
Att. Trial		
Sum., Jury and Mileage		
/ Copies		25
Ex. and Per Cent.		
Exp & care of property		1 50

WITNESSES.

Before J P McDowell Justice of the Peace.

No. 73 Amount Claimed, $

In Replevin Jan. 22 1894

The Plaintiff filed his Affidavit ~~bill of particulars~~ which is in substance as follows: Jeremiah Converse who being duly sworn deposes and says that he is the legal owner of and has good right to the immediate possession of the goods and chattels following to wit:

1 bed lounge, 1 spring ~~mattress~~ rocking chair, 6 cane bottom, 1 old-fashioned rocking chair, 1 double bed stead springs & mattress, 1 single bed stead & straw tick, 1 pair of pillows, 1 trunk containing my dead wife's clothes, 1 large oval top trunk & black suit of clothes, 1 pr of Pantz, 1 hat, a few shirts, collars, cuffs, Hd k'fs, socks, 1 small tin trunk & papers therein, 1 case surveyors drawing instruments, 1 surveying book, 1 large platting book and other books & Papers used in surveying, 1 large Bible, 1 testament, Hymn books, Commentary, book how to do business, 1 Mad County History, 1 large Picture sheaf of wheat & Photo, also Lords Prayer, 1 picture (Macedonia), 1 looking glass, 1 seat buggy robe, 1 gasoline stove, 1 set knives and forks, 1 8 day clock, 1 razor strap oil stone to brush, 1 Ext. table, 1 brass kettle, 1 large iron Kettle 1 stand, 1 sausage grinder, 2 1 mans cross cut saw, 1 carpenter's saw, 1 lot of tools, 1 surveyor's transit. Tripod & lev. rod, 1 box containing lev. tripod, 1 perpas compass, 1 tape chain, 1 link chain & pins, hay Knife 1 one H wagon, 1 hand ax, 1 spittoon, 1 sledge hammer garden Rake, 1 carpenters bench & vice, 1 bent cane, 1 key hole saw, 1 barn shovel, 1 scoop shovel and 1 long-handled Spade.

On the same day I issued a writ of Replevin and summons and delivered the same to John Riley Constable.

Return of writ

Received this writ on the 22d. day January 1894 and the same day of January A.D. 1894, I replevied the goods and chattels within described, and caused the same to be appraised as per schedule here unto attached; The within named Dr. J. Converse gave a replevin understaking according to law, with P. M. Walker and W. H. Kilbury sufficient sureties herewith returned

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FOR Jerome TOWNSHIP.

and I ~~returned~~ kept the property in my possession, also on the same day, served the defendant by copy fees etc & appraisers fees $2.00 Constables fees service & ret 40¢ mileage 1 mile 20¢ copy 25¢ sum'g and swearg appraisers $1.50 bond 50¢ Drayage & care of property 1.50 Total $5.85

(Signed) John Riley Constable

January 26th 1894 The plaintiff appeared, the defendant failed to appear and after waiting one hour the plaintiff asked for trial, trial had, the plaintiff and Mr Dever were sworn and examined. From said Testimony I find that the plaintiff is the owner and the right of property and possession in said goods and chattels when this action commenced was in the plaintiff.

It is therefore considered by me that the Plaintiff recover said goods and chattels and that the same be given to him he agreeing to pay the costs of this case

J. P. McDowell J. P.

....., 18....., the Defendant in the above case came and by

..... his surety, resident of the County, approved by me as

good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

.....

as surety for the above Stay of Execution on the above Judgment of

.....

against ..... do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

....., Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of ..... A. D. 18..... } Stay of Execution expires

J. P. } 18..... Am't then due $

....., 18..... Issued an Execution for

returnable ....., 18....., and

delivered the same to ....., Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the ..... day of

..... A. D. 18....., the said

.....

obtained a judgment against the said

.....

on the docket of ..... J. P.

for ..... Dollars and

..... cents, and costs taxed

..... and the said

..... intends to appeal

therefrom to the Court of Common Pleas of .....

County. Now, therefore, I,

of ..... do hereby

promise and undertake to the said .....

in the sum of .....

..... Dollars,

that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this ..... day of ..... A. D. 18.....

J. P.

George Currier
Vs
Winnie Crook and
George Crook
Filed Mar. 8. 1894
J.P. McDowell J.P.

March 16th 1894
Judgment had on the within
note for $23.70 debt and his
costs $10.45 and costs that
accrue J.P. McDowell J.P.

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Winnie
Crook
Note

1894

$23.00 Plain City Ohio May 27-93.

On or before the first day of September A. D. 1893 for value rec'd we promise to pay George Lemier + or order Twenty three dollars

Minnie Crook.

George Crook

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THE STATE OF OHIO,
Union COUNTY, SS.

IN JUSTICE'S COURT,

E. L. Barrett & Son, Publishers, Springfield, Ohio.

George Currier

Pl'ffs.

vs.

Kinnie Crook and George Crook

Def'ts.

Judgment, $23.70

Before J. P. McDowell Justice of the Peace.

No. 14 Amount Claimed, $23..

Mar. 3" 1894

The Plaintiff filed his bill of particulars which is in substance as follows: $23,00 Plain City Ohio May 27th 1893 On or before the first Day of September A.D. 1893 for value rec'd we promise to Pay George Currier or order twenty three dollars

(Signed) Kinnie Crook
George Crook

Issued Summons returnable Mar. 9th 1894 at 1 o'clock P.M.

Return of Summons

I received this writ March 3d. 1894 and March 6th 1894 served the same on the defendants by leaving copy thereof at their residence on March 6th 1894 at 12½ o'clock

Constables fees on this writ service 50c copy 2 50c mileage 8 miles 5 5c total $1 55

(Signed) John Riley Constable

March 9th 1894 Defendants filed the following offer or confession of Judgment, with the usual heading. To George Currier Sir, We allow Judgment to be taken against us in the above action for the sum of $8.00 and cost to date

Signed { Kinnie Crook
George Crook

Per A. J. Martin for defendants

Parties at the time set for trial Plaintiff refused to accept the offer of Defendants,

The case was called defendant asked for a trial by jury. a pannel was made from which the following persons were chosen as jurors Clark Rickard, C M Jones, G E. Kilbury M. B. Smith N. Harrington and D. Lombard

The case was adjourned till March 16th 1894 at 9 o'clock A.M.

Plaintiffs asked defendants to file their answer and setoff which was done on the 12th day of March A.D. 1894 as follows:

1st Defendants say that they acknowledge the execution and delivery of said note as per tenor thereof for the sum of $23.00

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		50		
Affidavit				
Order of				
Undertaking				
2 Subpœna 4 Names		35		35
Swearing Witnesses				
Adjournment				20
Filing 4 Papers		10		10
Record 500 Words		75		
Judgment		40		
Satisfaction				
Bail for Stay				
Execution and Filing				
Venire for jury				40
Trans. and Certificate				
Sitting in case				1 00
		2 10		
CONSTABLE'S FEES.				2 05
Sum., Serv., and Mileage 4 Copies		1,55		
Sub., Serv., and Mileage				45
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial		3 00		
Sum., Jury and Mileage				1.55
Copies				
Ex. and Per Cent.				
Jury fee				3 00
				7 55
WITNESSES.		2 55		4 98
G. A. Currier		100		
Geo. Sane		90		
Charles Kramer		90		
		2.80		
W. P. Andrews				50
Cyrus Turner				90
George Shrick				80
Sarah Crook				25
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T, FOR Jerome TOWNSHIP.

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12th day

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2nd The defendants further say that the consideration of said note was for rent then due on the farm at the time that the defendants had purchased the property (real estate) now owned and occupied by defendants, in the sum of $12.00 and also for oak lumber (fencing) that was on the property at the time of sale and was bought by defts. for the sum of eleven dollars $11.00 being total of $23.00 amount of plaintiff's (claim) note

3rd Defendants for set off say plaintiff subsequently came hauled the lumber (fencing) away and converted the same to his own use.

4th Defendants ask that the lumber 1200 ft valued at $1.50 pr C. total ..... $18.00 be set off against plaintiff's claim

5th Defendants ask judgment accordingly and for cost of prosecution

(Signed) Minnie Crook & George Crook, By A. J. Martin for defendants

Sub. issued for defense W. P. Andrews George Shreck and Lyman Turner. For plaintiff G. A. Currier, George Lane and Charles Kramer.

Parties met at the adjourned time set for trial, only G. E. Kilbury & N. Harrington W. Early and P. Converse were called and plaintiff agreed to try the case with the four jurors above named. Trial was had. Defense admitted the execution and delivery of above described note. George Crook, Minnie Crook, Flora Crook, W. P. Andrews, George Shreck and Chas Kramer were examined by defense. George Currier, G. A. Currier George Shreck, and Charles Kramer for Plaintiff. After hearing the evidence the case was submitted to the jury

The brought in the following Verdict

We the jury do find for the plaintiff on his bill of particulars and do assess the amount of his recovery at $23.70

(Signed) G. E. Kilbury Foreman

It is therefore considered by me that the plaintiff George Currier recover of the defendants Minnie Crook and George Crook the sum of twenty three dollars and seventy cents and interest at six per cent and his costs herein and costs that accrue

Taxed as per items in the margin of this case J. P. McDowell J. P.

April 4th 1894 received from George Currier $2.50 on my costs made herein

April 12th 1894 Parties settled the above judgment which but no more costs paid and judgment debt dismissed see G. A. Currier

, 18 . the Defendant in the above case came and by his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, as surety for the above Stay of Execution on the above Judgment of against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this day of A. D. 18 } Stay of Execution expires J. P. } 18 . Am't then due $

, 18 . Issued an Execution for returnable , 18 , and delivered the same to , Constable.

Execution returned and endorsed as follows:

Nov. 8th 1894 Parties agreed to settle Pay this execution & costs Satisfied Case & no further to pay witness fees

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said obtained a judgment against the said on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

The H Mulhoff & Co

vs.

Kilbury & Kile

Mar. 31st 1894 Filed

J. McDowell J.P.

May 22d. 1894 judgment had on the within note for $82.50 debt and $7.60 the costs in the case.

6.60

~~J. P. Mayfield J.P.~~

Entered in the within
Aug 28/91 $ 5.00

$ 65 10/100

Plain City O Feb 19th 1890

60 Days after date we promise to pay to the order of H Mithoff & Co

Sixty five ——— 10/100 Dollars

Value received 8% from Date.

No ____ Due Oct 1892

Kilbury & Kill

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

Y.P. E. L. Barrett & Son, Publishers, Springfield, Ohio.

The H. Mathews & Co Pl'ffs.

vs.

George Kilbury & W. J. S. Kile late partners doing business under the firm name of Kilbury & Kile Def'ts.

Judgment, $

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		50		
Affidavit		40		
Order of		40		
Undertaking				
Subpœna Names				
Swearing / Witnesses				
Adjournment		20		
Filing 3 Papers		15		
Record 700 Words	1	05		
Judgment		40		
Satisfaction				
Bail for Stay		Paid		
Execution and Filing				
Order to garn- Trans. and Certificate		40		
publication notice	2	25	3	50

CONSTABLE'S FEES.		
Sum., Serv., and Mileage & Copy		70
Sub., Serv., and Mileage		
Sum. Appraisers on order of Attachment		150
Schedule and Bond		
Serv. Garnishee On order to garnishee		80
Att. Trial	2	65
Sum., Jury and Mileage		paid
Copies		
Ex. and Per Cent.		

WITNESSES.	
A.J. Dodge garnishee	50

Before J. P. McDowell Justice of the Peace.

No. 76 Amount Claimed, $81.83

March 31st 1894

The Plaintiff filed their Affidavit for attachment bill of particulars which is in substance as follows: Before me the undersigned justice of the peace within and for said county, came G. S. Brehm agent who being duly sworn says that said defendants are justly indebted to said plaintiffs on a promissory note dated Feby 19th 1890, 60 days after date, calling for sixty five and 40/100 dollars and interest thereon, that said claim is just and lawful; that he believes said Plaintiffs ought to recover thereon the amount of Eighty one dollars and eighty three cents; that the property sought to be Attached is not exempt from execution; that said property is not the personal earnings of the defendant for services rendered by the defendant within three months prior to the commencement of this action; That the defendant is not the head or support of a family; and that he verily believes that one of the defendants W. J. S. Kile is a nonresident of Union County Ohio; This affiant further makes oath and says that the grounds of that belief, being facts within his own knowledge, and information from others which he believes to be true are in substance as follows, That A. J. Dodge of and within said County of Union has property of the said defendant W. J. S. Kile in his possession, liable to be attached in this action, not exempt from execution, to-wit money on a judgment obtained before W. P. Andrews J.P. of Darby township Madison County Ohio

On the same day I issued an order of attachment and a summons for said defendants and also for the garnishee to appear and answer on the 10th day of April A.D. 1894 at 10 oclock A.M.

Return of order

I could not come at the property alleged to be in possession of A. J. Dodge the garnishee and March 31st 1894, at 8 oclock P.M., I served on said A. J. Dodge a copy of this order and a written notice to appear and answer by leaving said notice with A. J. Dodge a copy of which notice is herein to attached. fees service 50 cts 2 copies 50 mileage 20 cts total $1.50 (signed) John Riley Constable

FOR Jerome TOWNSHIP.

Return of summons

April 7th 1894

I recived this writ March 31st 1894 and April 3rd 1894 I served the same on defendant by leaving certified copy thereof with George Kilbury but I could not find the defendant W. J. S. Kile in my County

service and return 25. Copy 25. mileage 20 total 70 (signed) John Riley Constable

The Plaintiff by his counsel H. M. Rouse appeared at the time set for trial and after waiting one hour defendants failed to appear, and it appearing from the return of the summons that the defendant W. J. S. Kile could not be found in this county. The garnishee appeared and answered that there is judgment on the docket of W. P. Andrews J. P. of Darby Tp Madison Co. O. from which he had appealed to the Court of Common Pleas, to the amount Two hundred and forty five dollars. I ordered him pay the sum of $81.83 and twenty dollars the probable costs of this case into hands of W. P. Andrews subject to my order. and case was adjourned till May 22d. 1894 at 10 o'clock A. M. for publication.

Copy of note. $65.00/100 Plain City O. Feb 19th 1890 60 days after date we promise to pay to the order of H. Mithoff & Co sixty five 00/100 dollars Value received 8 % from Date. (Signed) Kilbury & Kile

Indorsed. Received on the within Janry 23/91 $5.00

May 22d. 1894 the adjourned day for trial at 10 o'clock A.M. the time set for trial F. C. Koerner one of the firm of H. Mithoff & Co. appeared for plaintiffs and after waiting one hour defendants failed to appear. said F. C. Koerner was sworn and testified and from said testimony I find that H. Mitho Kilbury & Kile are indebted to said H. Mithoff & Co. the sum of $80.50.

Therefore it is considered by me that the plaintiffs H. Mithoff & Co. recover from the defendants in default the sum of ($82.50) eighty two and 50/100 dollars debt and their costs as taxed in the margin of this case J. P. McDowell J. P.

The plaintiff paid the publication notice $2.25 being the amount of notice & Justice fees

continued on page 428

Mar. 4th 1895 Received costs $6.80 and paid Constable and garnishee

, 18 . the Defendant in the above case came and by his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, as surety for the above Stay of Execution on the above Judgment of against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this day of A. D. 18 . J. P. } Stay of Execution expires 18 . Am't then due $

, 18 . Issued an Execution for returnable , 18 , and delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said obtained a judgment against the said on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

Received on the within
Mar. 15th. 1894 $4.50 on
account for sundries

Elijah K. Fox

vs

Taylor Hesterwelles
Filed Mar. 15th 1894
J.P. McDowell J.P.
Judgment had on the within
note for one hundred and
Seventy two and 25/100 dollars
and $1.35 costs
J.P. McDowell J.P.

185
70
1 25
3 55

Taylor
McDonnell
$2.75 $1.62

$162.00

No

January 28th 1893.

Six Months after date I promise to pay to the order of E. E. Fox

One hundred & Sixty two 100 DOLLARS

at 8 % interest till Paid

VALUE RECEIVED

Due

Taylor Westerveller

THE STATE OF OHIO,
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Elijah K. Fox

Pl'ffs.

vs.

Taylor Westerweller

Def'ts.

Judgment, $

Before J. P. McDowell Justice of the Peace.

No. 75 Amount Claimed, $

March 9th 1894

The Plaintiff filed his affidavit in Replevin bill of particulars which is in substance as follows: The State of Ohio Union County ss Before me, the undersigned justice of the peace in and for said county, personally came Elijah K. Fox who, being duly sworn deposes and says, that he is the owner of the following described personal property by virtue of a chattel Mortgage and has good right to the immediate possession of the goods and chattels following, to wit:

One Bay horse, one cow, one surrey and one set harness, and that the same are wrongfully detained him by Taylor Westerweller and that the said goods and chattels were not taken in execution or any order or judgment against the said Elijah K. Fox, or for the payment of any tax fine or amercement assessed against him, and is not claimed by said Elijah K Fox under any title aquired mediately or immediately from one from whom such property had been taken by such execution, order or process, or by virtue of any order of delivery issued under the law hereof, or any other mesne or final process issued against the said Elijah K Fox (Signed) Elijah K. Fox

On the same day I issued a writ of replevin and summons and gave the same to John Riley, Constable.

Returned March 14th 1894

Received this writ on the 9th day of March 1894, on the 10th day of March A.D. 1894 I replevied all the goods and chattels within described and caused the same to be appraised as per schedule hereunto attached also on the same served the defendant by copy, The property is still in my possession, fees Service and return of this writ 40¢ mileage 1 mile 20¢ copy 25¢ copy Suing and swearing appraisers $1.00 total fees $1.85

On the day set for trial the plaintiff appeared and after waiting waiting one hour the plaintiff failed to appear although called The plaintiff ~~failed to appear~~ was was sworn and testified and from his testimony I find that the right of property and possession

JUSTICE'S FEES.	Pl'ff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit		40		
Order of		40		
Undertaking				
Subpœna Names				
Swearing / Witnesses		5		
Adjournment				
Filing 3 Papers		15		
Record 500 Words		75		
Judgment		40		
Satisfaction		40		
Bail for Stay				
Execution and Filing				
Trans. and Certificate				
2.90 4.55 1.34				
CONSTABLE'S FEES.				
Sum., Serv., and Mileage Copy	1	85		
Sub., Serv., and Mileage		70		
Sum. Appraisers	1	00		
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				
Appraisers				
Jacob Mooney	1	00		
Esley Patch	1	00		
WITNESSES.				

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to John

FOR Jerome TOWNSHIP.

in said goods and chattels when this action was commenced was in the plaintiff.

It is therefore considered by me that the plaintiff his costs assessed at five dollars and sixty five cents

J.P. McDowell J.P.

Elijah K. Fox
Vs
Taylor Westerweller

Before J.P. McDowell J.P. of Jerome Township Union County O

March 16th 1894 plaintiff filed his bill of Particulars which the promissory note, to secure which the above described property was mortaged, which is as follows: $162.00 January 28th 1893 six months after date I promise to pay to the order of E. K. Fox one hundred and sixty two dollars at 8% interest till paid Value received (signed) Taylor Westerwellen

Indorsed Mar. 15th 1894 $4.50 on account for sundries

On the same day I issued summons and placed it in the hands of John Riley Constable returnable Mar. 19th 1894 at 6 oclock P.M. Mar. 19th 1894 The defendant came and confessed judgment on the above note and asked that judgment be entered herein against him for the amount of above note and costs

It is therefore considered by me that the plaintiff E.K. Fox recover of the defendant Taylor Westerwellen one hundred and seventy two and 25/100 dollars $172.25 and interest at 8% and the costs taxed at one dollar and seventy cents, and costs that accrue

J.P. McDowell J.P.

, 18 . the Defendant in the above case came and by

his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires

J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P.

for Dollars and

cents, and costs taxed

and the said intends to appeal

therefrom to the Court of Common Pleas of

County. Now, therefore, I,

of do hereby

promise and undertake to the said

in the sum of

Dollars,

that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

Nov 2 28.70

No. ..... Doc. 114 Page .....

The Milwaukee Harvester Co.

vs.

L. M. Hutchisson

EXECUTION.

Ret. and Filed 28.70 189

2.20

8.00

Justice of the Peace.

Judgment,	$ 172.55
Interest,	9.60
Costs,	4.55
Increase Costs,	4.55
Total,	187.15
Amount Credits,	72.50
Balance,	114.65

Jan. 30th 1897, Rec'd this Writ, and by virtue thereof I levied on and advertised for sale the property of the within named L. M. Hutchisson

An inventory of all property so levied upon, sold and remaining unsold by virtue hereof, is hereto annexed.

Made by sale of property,	$
Cash paid by Defendant,	20.00
Total amount made,	30.00
Poundage, 4 per cent.,	1.20
Service,	4.0
Mileage,	5.5
Advertisement,	
Paid to Justice,	21.4
Balance,	

114.65

John Riley Constable.

Published by The Ruggles-Gale Co., Blank Book Manufacturers and Legal Blank Publishers, Columbus, O.

PROPERTY LEVIED UPON. — PROPERTY SOLD. — UNSOLD FOR WANT OF

1897

Gebruers 15 mile lumber wagon

The 4 mule Ambler and mower

187.15

134.50

52.65

2.15

54.80

32

2.1

5.27

5.

29.60

8.50

21.10

2.70

7.57

30.00

30.00

32.00

81.00

26.70

129.45

51.70

68.75

194.50

29.60

164.1

10.95

153.15

152.70

1.45

126.50

24.00

150.50

152.70

7-6-2 Published by THE RUGGLES-GALE CO., Blank Book Manufacturers and Legal Blank Publishers, Columbus, Ohio.

EXECUTION.

Revised Statutes, Section 6663.

THE STATE OF OHIO,

Jerome Township, Union County, ss.

To John Riley Constable of said County:

Whereas, On the 21st day of Feb. and on the 3d of April A. D. 189 6 The Milwaukee Harvester Company obtained a judgment against L.K. Hutchisson

before me, the undersigned J.P.M. Dowell a Justice of the Peace of the Township aforesaid, for the sum of one hundred and seventy-two dollars and fifty five cents on a claim, and for three dollars, and Sixty cents, costs, upon which judgment there is due, of principal, interest, and costs the sum of one hundred & fourteen dollars and Sixty five cents.

You are therefore hereby commanded to collect the said amount due on said judgment with costs endorsed and increase, and increase of interest at the rate of Eight per centum yearly, out of the personal property of the said L.K. Hutchisson and pay the same to the party entitled thereto; and make return of this execution and a certificate thereon, showing the manner in which you have executed the same, in thirty days from the time of your receipt hereof.

Given under my hand, this 30th day of January A. D. 189 7

J.P.M. Dowell

Justice of the Peace of said Township.

If endorsers do not sign on dotted lines below, this note will be protested if not paid when due. Endorsers will also place their Post-Office address under their names.

FOR VALUE RECEIVED, I, or we, hereby guarantee the payment of the within note, at maturity and at all times thereafter, and waive demand, protest and notice of non-payment thereof.

.....

P. O. .....

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P. O .....

PAY TO THE ORDER OF

.....

.....

for collection and remittance.

D. M. Osborne & Co., By .....

Other Notes in Pay't for same Machine given to D. M. Osborne & Co.

Due ..... for $.....

Due ..... for $.....

Due ..... for $.....

$..... Ohio, [On this line put month and day.] 189

For value received, on the first day of ..... 189 *, I, or we, or either of us,*

..... [On this line, the agent should put the names of signers of the note.]

promise to pay to the order of **D. M. OSBORNE & CO.**, a Corporation organized under the Laws of the State of New York,

..... **DOLLARS,**
100

payable at the .....

with interest at six per cent. per annum from date until maturity, and with interest at eight per cent. per annum from maturity until paid, and we all consent that after this obligation shall have become due, time of payment may be extended from time to time, and we will and shall remain liable, notwithstanding such extension of time; and we hereby authorize any attorney-at-law in the State of Ohio or elsewhere, in our name or in behalf of any or either of us, to appear before any Court of Record in the State of Ohio or elsewhere, at any time after this obligation becomes due, and waive process and service thereof, and without notice confess judgment against us, or any or either of us, in favor of the holder of the above note, for the amount that may appear due thereon, for principal, interest and costs of suit, releasing all errors in the judgment so confessed, and waiving all right and benefit of appeal, and any and all proceedings to set aside, vacate, open, suspend or reverse such judgment, or any execution issued for the collection thereof. Witness our hands and seals, the day and date above written.

Post Office ..... } ..... [*SEAL.*]

County ..... **State** ..... } ..... [*SEAL.*]

WITNESS the SIGNING

McKirgan Bros
Vs
Mrs Jacob Bose

Bill of Particulars

Filed Nov. 23rd 1905
J.P. McDowell J.P.

103.74
41.70
10% of 42.04 = 4.20
4.00
8.20

42.04
8.20
53.84

Plain City, Ohio, Nov 23rd 1905

Mrs Jackson Boats

Plain City

In Acc't With **McKirgan Bros.**

DEALERS IN

FRESH ÷ AND ÷ SALT ÷ MEATS.

To meat $6,43

No .....

Doc ..... Page .....

Before J P McDowell

JUSTICE OF THE PEACE,

Jerome Township.

Christian Durban
Plaintiff.

against

John Glass
Defendant.

SUMMONS.

Returnable Sept. 18th 1895

at 1 o'clock P M.

Amount for which Judgment

is claimed, - - $30.

With interest from

..... 189

Justice's Fee, - - $ 35

Constable's Fee, - - $.....

$.....

Returned and Filed,

..... 189

Justice of the Peace.

A true copy. Attest:

..... Constable.

ublished by The Ruggles-Gale Co., Blank Book Manufacturers and Legal Blank Publishers, Columbus, O.

I Received this writ September 11 1895, and served the same on the
and S. Durban not find the within
named John Glass in my County Where on
to make Service

John Riley Constable

CONSTABLE'S FEES.

Service, - - $.....

Mileage - - - 30

Copy, - - - - .....

Total, - $30

Published by THE RUGGLES-GALE COMPANY, Blank Book Manufacturers and Legal Blank Publishers, Columbus, O.

SUMMONS.

Revised Statutes, Sec. 6475-6.

THE STATE OF OHIO, Union COUNTY, SS.

To any Constable of Jerome Township in said County, GREETING:

You are hereby commanded *to summon* John Glass

to appear before me J. P. McDowell, *a Justice of the Peace, at my office in* Jerome *Township, on the* 18th *day of* September, *A. D. 189*5, *at* 1 *o'clock* P *M., to answer the action of* Christian Darban

for amount due on Book account for labor performed in the years 1893 and 1894

The Plaintiff asks a judgment for the amount endorsed hereon,

You will make due return of this writ on or before the 18th *day of* Sept. *A. D. 189*5. *at* 1 *o'clock* P *M.*

WITNESS my hand, this 11th *day of* Sept. *A. D. 189*5

J. P. McDowell

Justice of the Peace.

THE STATE OF OHIO,
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

David Shaffer Pl'ffs.

vs.

William Hines Def'ts.

Judgment, $

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons	25			
Affidavit	40			
Order of	40			
Undertaking	70			
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing 4 Papers	20			
Record 400 Words	60			
Judgment				
Satisfaction				
Bail for Stay				
Execution and Filing				
Trans. and Certificate				
CONSTABLE'S FEES.	~~1.30~~			
Sum., Serv., and Mileage	1.30			
Sub., Serv., and Mileage				
Sum. Appraisers Schedule and Bond	2.50			
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies	25			
Ex. and Per Cent.				
WITNESSES.				

Paid on order of att.

Before J. P. McDowell Justice of the Peace.

No. 77 Amount Claimed, $~~20.41~~

June 18th 1894

The Plaintiff filed ~~his~~ his affidavit for attachment bill of particulars which is in substance as follows: The plaintiff David Shaffer being Duly sworn, says that William Hines said defendant is justly indebted to him the said plaintiff, the sum of twenty ~~41~~ dollars ballance due on account and dodging furnished deft. at his request as per bill on file that said plaintiff ought to recover thereon the sum of $20.41, that the property sought and about to be attached in this action is not exempt from execution, that said defendant is not the head and support of a family, That the defendant is about to convert his property or a part thereof into money for the purpose of placing it beyond the reach of his creditors and said affiant further makes oath and says that he has good reason to and does believe that John Creese of and within said County of Union has property in his possession belonging to defendant liable to be attached in this action to wit: and is indebted to said defendant William Hines. (signed) David Shaffer on June 19th A.D. 1894 I issued an order of attachment and accompanied by a summons returnable June 30th 1894 at 1 oclock P.M. and placed them in the hands of John Riley Constable. Undertaking for attachment filed on the same day.

June 21st 1894 Plaintiff filed his bill of particulars which is as follows to wit: Plaintiff says that defendant is indebted to him for balance on account for board & lodging from Nov. 29th 1893 to April 24th 1894 in all 20 weeks, At $3.00 per week for the first 4 weeks = $12.00 and $2.50 per week for 16 weeks = $40.00 total $52.00

Cr, by cash 31.59

Balance due $20.41

for which plaintiff asks judgment and for costs of prosecution. (Signed) David Shaffer by A.J. Martin his Att'y for plaintiff

Undertaking Return of Order

I could not come at the property alledged to be in the hands of John Creese the garnishee; and June 19th 1894 at 11 oclock A.M., I served on said John Creese a copy of this order, and a written notice to appear and and answer by leaving said notice with John Creese, a copy of which notice is hereunto annexed and I also served on the defendant a copy of this order. (Signed) John Riley

service 80¢ 2 Copies 50¢ mileage 18 miles $1.05 = 2.35 Constable

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FOR Jerome TOWNSHIP.

Return of Summons. Received this writ June 19th 1894 served the same on defendant by certified copy thereof with the defendant personally. Service and return, 25. copy 25 mileage 18 miles 10 - total $1.55.

(Signed) John Riley Constable

June 30th 1894 The garnishee came and settled the above claim and the costs in the case $26.05

Paid the plaintiff $20.41 his ~~C~~ claim on the same day

1

, 18 , the Defendant in the above case came and by

his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires

J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I.

of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

S. T. Simkins

R. W. Purdum & Wm. Martin

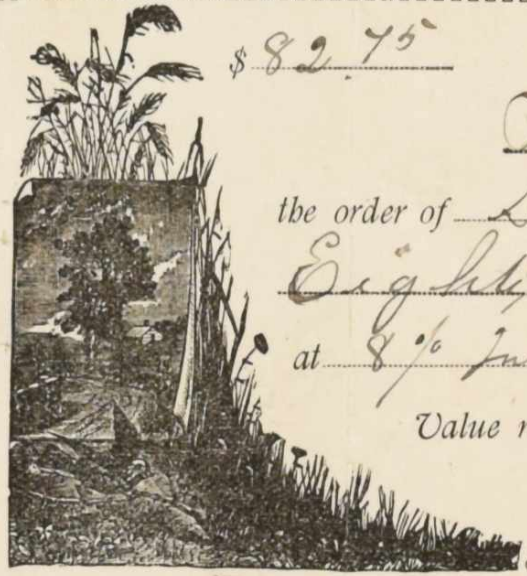
Filed May 7th 1894

F. P. McDowell J.P.

Judgment had on the within note July 9th 1894 to the amount of $100.75 and $2.95 costs of action

J P McDowell J.P.

$3.05



$ 82.75 Plainbill O Oct 20" 1890

Twelve Months after date we promise to pay to

the order of S. T. Simpkins

Eighty Two and 75/100 DOLLARS

at 8% Int- After Maturity

Value received R. W. Purdum
William Martin

27816

No. Due

THE STATE OF OHIO,
Union COUNTY, SS.

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

S. T. Simkins

Pl'ffs.

vs.

R. K. Purdum & Wm. Martin

Def'ts.

Judgment, $100.75

JUSTICE'S FEES.	Pl'ff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons	50			
Affidavit				
Order of Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing 3 Papers	15			
Record 900 Words	45			
Judgment	40			
Satisfaction				
Bail for Stay				
Execution and Filing				
Trans. and Certificate				
	1.50			
CONSTABLE'S FEES.				
Sum., Serv., and Mileage	1.05			
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Two Copies	50			
Ex. and Per Cent.				
WITNESSES.				

Before J. P. McDowell Justice of the Peace.

No. 78 Amount Claimed, $100.75

May 7th 1894

The Plaintiff filed his bill of particulars which is in substance as follows: The said plaintiff says there is due him from said defendants the sum of $82.75 with interest thereon at the rate of eight per cent from October 20th 1891 on a promissory note a copy of which is hereto attached, for which sum with costs of this action, the plaintiff prays judgment.

The plaintiff further says that the defendant Purdum was the principal of said note and said William Martin is a surety thereon for said Purdum Jones & Jones

Plaintiff's Attorney

Copy above note

$82.75 Plain City O, Octs. 20th 1891

Twelve months after we promiss to pay to the order of S. T. Simkins Eighty two and 75/100 dollars at 8% after Maturity

Value received

R. K. Purdum

William Martin

Issued summons for defendants returnable July 9th 1894 at 8 oclock A. M. and gave it to John Riley Constable

Return of Summons

I received this writ July 6th 1894 and served the same on defendants by having certified copies thereof with Wm. Martin & I left a copy at the residence of R. K. Purdum the same day.

Constables fees on this writ service 50 Copy 50 Mileage 4 miles 55 Total $1.55

Signed John Riley Constable

Note also filed at the same time as the bill of particulars

July 9th, 1894 Defendants came and confessed that they were indebted to Plaintiff in the amount of the above described note and asked that judgment entered herein against them

It is therefore considered by me that the plaintiff recover of the defendant R. K. Purdum as principal defen

RT, FOR Jerome TOWNSHIP.

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and from Wm Martin as surety, the sum of one hundred and 75 dollars debt and his costs as taxed in the margin of this case

J P McDowell J.P.

July 18" 1894 Received on above judgment $50.00

July 23 " " " " 50.75

July 24 1894 Received on above judgment $97.75

S. S. Simkins.

, 18 , the Defendant in the above case came and by his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, as surety for the above Stay of Execution on the above Judgment of against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this day of A. D. 18 } Stay of Execution expires J. P. } 18 . Am't then due $

, 18 . Issued an Execution for returnable , 18 , and delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said obtained a judgment against the said on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

Rec interest on
the within $21.25 to
June 15th 1891

Dec - 29th 92 Rec on
within $40.00

Feb 23 - 1893
Rec on within $100.00
Judgment had on
the within note July
28th 1894 for $168.00 & costs
J. P. McDowell J.P.

$265-21

Plain City O June 15 1898

One Year after date I we or either of us promise to pay to the order of C. H. Converse

Two hundred and sixty five 21/100 Dollars

at

Value received 8% interest from date

No. Due

John J McCullagh

A. H. McCampbell

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

C. H. Converse

Pl'ffs.

vs.

John T. McCullough
and
A. H. McCampbell

Def'ts.

Judgment, $168.00

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons Notice		25		
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing 2 Papers		10		
Record 400 Words		60		
Judgment		40		
Satisfaction		20		
Bail for Stay				
Execution and Filing				
Trans. and Certificate				
costs paid				

CONSTABLE'S FEES.
Sum., Serv., and Mileage
Sub., Serv., and Mileage
Sum. Appraisers
Schedule and Bond
Serv. Garnishee
Att. Trial
Sum., Jury and Mileage
Copies
Ex. and Per Cent.

WITNESSES.

Before J. P. McDowell Justice of the Peace.

No. 79 Amount Claimed, $167.90

July 10th 1894

The Plaintiff filed his bill of particulars which is in substance as follows: The above named plaintiff complains of the above named defendants and says that this his cause of action is founded upon a promissory note, of which the following is a copy together with all indorsements.

Plain City O. June 15th 1893. One year after date we or either of us promise to pay to the order of C. H. Converse two hundred and sixty five 21/100 dollars, at value rec'd. 8% interest from date

(Signed) John T. McCullough
A. H. McCampbell

There is the following indorsements on said note, to wit Rec'd interest on the within note $21.25 to June 15th 1891 Dec. 29th 92 Rec'd on within $50. Feb. 23rd 92 Rec'd on within $100.00.

There is now due the above named plaintiff from above named defendants on said promissory note one and fifty and 00/100 dollars, with interest thereon at the rate of eight per cent per annum from the said 23rd day of February A.D. 1893 for which amount the said plaintiff asks judgment against the above named defendants, and for the costs of the suit (Signed) C. H. Converse. by J.C.

We the undersigned, do hereby waive the issuing and service of a summons in the above entitled action ~~against the above named defendants~~ and do hereby enter our appearance as defendants therein

(signed) John T. McCullough
A. H. McCampbell

On July 25th 1894 the defendant A. H. McCampbell came and confessed that he had signed the above described note as surety and asked that judgment be entered herein against him as surety for the amount of said note,

And July 28th 1894 the defendant

FOR Jerome TOWNSHIP.

John T. McCullaugh came and confessed that he had signed the above described note and asked that judgment be entered herein against him for amount of said note.

Therefore it is considered by me that The plaintiff C.H. Converse recover of the defendants John T. McCullaugh as principal and against A.H. McCampbell as surety the sum of one hundred sixty eight dollars debt, and the costs as taxed in the margin and the costs that accrue and interest eight per cent upon the judgment.

J P McDowell J.P.

Execution issued Aug 11th 1894 for $170.25 returnable Sept 10th 94

Received from J T McCullaugh $130 on above judgment Aug. 24th 1894

Paid to J.L. Converse agent for C.H. Converse $129. on the same day.

Received from John T. McCullaugh the balance of above judgment and costs and paid the same to J.L. Converse agent for C.H. Converse

J P McDowell J.P.

, 18 , the Defendant in the above case came and by his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, as surety for the above Stay of Execution on the above Judgment of against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this day of A. D. 18 . J. P.

Stay of Execution expires 18 . Am't then due $

, 18 . Issued an Execution for returnable , 18 , and delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said obtained a judgment against the said on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

John Hudson

vs

William Morey et al

Filed Aug 8th 1894

J P McDowell J P

Judgment had on the within note August 18th 1894 for $15.12 and $2.29 costs

J P McDowell J P

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Dolls 36.75 Cents

October The 6 1890

Nº

Nine Months after date we promise to pay

to the order of John Hudson

Thirty six dollars seventy five cts/100 DOLLARS

at

Value received William Morey

Due Cyrus W Morey

15 62
2.65
$17.07

15;
6
4 19 0
2 3
1 2
15.35

$24 00/100

Hyattville Feb 22nd 1891

Received of Wm Morey the sum of twenty fours dollars as part of said Note held by me

J. S. Hudson

Wm.

THE STATE OF OHIO,
Union COUNTY, SS.

IN JUSTICE'S COURT,

1-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

John Hudson

Pl'ffs.

vs.

William Morey
and
Cyrus H. Morey

Def'ts.

Judgment, $ 15. 12

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons	50			
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment	20			
Filing 2 Papers	10			
Record 200 Words	30			
Judgment	40			
Satisfaction				
Bail for Stay	40			
Execution and Filing	45			
Trans. and Certificate				
CONSTABLE'S FEES.	1 80			
Sum., Serv., and Mileage	80			
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies	25			
Ex. and Per Cent.	1 05			
	3. 50			
WITNESSES.				

Before J. P. M. Dowell Justice of the Peace.

No. 80 Amount Claimed, $ 43.55-

August 8th 1894

The Plaintiff filed his bill of particulars which is in substance as follows:

Dollars 6.75 cents October the 6 1890
nine months after Date we promise to pay to the order of John Hudson thirty six dollars seventy five cts. dollars
Value received. (Signed) William Morey
Cyrus H. Morey

I issued a summons for defendant returnable August 13th 1894 at 1 oclock P.M.

Return of summons
I received this writ Aug 9th 1894 and on August 10th 1894 I served the same by copy by leaving a true copy at his residence of William Morey. Service 25- copy 25 mileage 55 total 1,05- (Signed) John Riley Constable

At the time set for trial the defendant William Morey appeared and asked that the trial of the case be put off till the 18th of August at 1894 at 1 oclock P.M. to obtain evidence that part of the above indebtedness which request I granted

August 18th 1894 The defendants came and the defendant Cyrus H. Morey entered his appearance as defendant in the case and presented a receipt against the said note, the following is a copy.

$ 24.00/100 Fayattville Feb. 22" 1891

Received of Wm. Morey the sum of twenty four dollars as part of said note held by me (signed) J. S. Hudson

which receipt the plaintiff acknowledged as his signature, and the defendants confessed judgment for the balance due $15.12.

Therefore it is considered by me that the Plaintiff John Hudson recover of the defendants William Morey and Cyrus H. Morey the sum of fifteen and 12/100 dollars and the costs of this case as found in the margin of this card interest and costs that accrue

J. P. M. Dowell J. P.

T, FOR Jerome TOWNSHIP.

Issued a vendi exponas May 31st 1895

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J.P.

August 18th, 1894. the Defendant in the above case came and by Frank Channel his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, Frank Channel as surety for the above Stay of Execution on the above Judgment of John Hudson against William Morey & Cyrus K Morey, do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

x Frank Channell, Surety.

Taken by and signed and acknowledged before me, and surety approved, this 18th day of August A. D. 1894. Stay of Execution expires Nov. 18" 1894. Am't then due $15.35

J. P. McDowell J.P.

Jan. 30th, 1895. Issued an Execution for $18.90 returnable March, 1895. and delivered the same to John Riley, Constable.

Execution returned and endorsed as follows:

I levied on one wagon and one set of Harness not sold for want of time. Service 40¢ mileage 5.6¢ total 1.85 I left the articles in care of Frank Channel signed John Riley Const. This 1st day of March 1895 (Nov 4)

Appeal Undertaking.

Whereas, on the day of A. D. 18, the said obtained a judgment against the said on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

George F Belt

Pl'ffs.

vs.

Frank Gardner

Def'ts.

Judgment, $ 71.17

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons	25			
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing 2 Papers	10			
Record 300 Words	45			
Judgment	40			
Satisfaction	20			
Bail for Stay	40			
Execution and Filing				
transfer of Judy.	20			
Trans. and Certificate				
	2 90 Paid			
CONSTABLE'S FEES.				
Sum., Serv., and Mileage	80			
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies	25			
Ex. and Per Cent.				
	1.05 Paid			
WITNESSES.				

Before J. P. McDowell Justice of the Peace.

No. 81 Amount Claimed, $ 71.17

August 14th 1894

The Plaintiff filed his bill of particulars which is in substance as follows:

Frank Gardner in account with George F Belt Dr. to labor with team with team on tile yard in hauling wood clay and grinding clay from June 25th 1894 to August 11th 1894 in 33½ days at $2.00 per day $66.63

To 1 extra horse 3 days at .50 per day 1.50

To 12 Twelve cords wood at 1.00 per cord 12.00

To amount due on due bill of which the following is a copy:

$16.00 August 8th 1894

Due G. F. Belt for office of hay car the sum of of fifteen dollars

Signed F. M. Gardner $15.00

$95.13

Cr on account for groceries by Grant Harriott $18.96

Cr, by cash 5.00 $23.96

Balance due $71.17

For which Plaintiff asks judgment and for cost of Prosecution

Per George F Belt

Per A J Martin atty for Plaintiff

Issued summons on the same day returnable August 18th 1894 at 6 o'clock P.M.

Return of Summons

I received this writ August 14th 1894 and served the same on the within named defendant Frank Gardner at his residence on August 15th by copy Constable's service .25 mileage .55 copy .25 total $1.05 (Signed) John Riley Constable

August 16th 1894 The defendant Frank Gardner came and confessed judgment on above amount and the cost and asked that judgment be entered herein against him

T, FOR Jerome TOWNSHIP.

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It is therefore considered by me that the plaintiff George F. Belt recover of the defendant Frank Gardner the sum of seventy one and 47/100 dollars debt and the costs as charged in the margin of this case J P McDowell J.P.

Oct. 6th 1894 This is to certify that I have this day transferred my claim in the above judgment to J. L. Ballinger

G. F. Belt.

I have this 8th day of May A.D. 1895 Received from Frank Gardener, the amount of the above judgment to my full satisfaction

J L Ballinger

Received from J L Ballenger three & 5/100 dollars costs in above case

August 25 , 1894 , the Defendant in the above case came and by his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, George F. Belt as surety for the above Stay of Execution on the above Judgment of Frank Gardner against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

A. M. Gardner , Surety.

Taken by and signed and acknowledged before me, and surety approved, this day of August 25th A. D. 1894 } Stay of Execution expires April 10" 1895 Am't then due $7.00 costs $2.65

J P McDowell J. P.

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said obtained a judgment against the said on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I. of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO, Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-92. Ev. L. Harrett & Son, Publishers, Springfield, Ohio.

D. J. Andrew

Pl'ffs.

vs.

Anna Kilbury

Def'ts.

Judgment, $

Before J. P. McDowell Justice of the Peace.

No. 82 Amount Claimed, $ 295.

Jan. 6th 1895

The Plaintiff filed his affidavit for attachment bill of particulars which is in substance as follows: The said plaintiff D. J. Andrew being duly sworn, says that Anna Kilbury said defendant, is justly indebted to said plaintiff for account due for board, school books and dortor bill from June 1887 to Sept 1885 also from August 1886 to August 1890 That said claim is just; that he believes said ought to recover thereon the the amount of two hundred and ninety five dollars; that the property sought to be attached is not exempt from execution: That the said property is not the Personal earnings of said defendant for services rendered within three months prior to the commencement of this, that the defendant is not the head and support of a family, and has not in good faith the maintenance and support of a widowed, wholly dependant upon her for support; and that she is a non resident of Union County Ohio. Said affiant further makes oath and says that he has good reason to and does believe that J. T. Kilbury is and within said County, has in his possession property of said defendant liable to be attached in this action, to wit: money left to her by will by her great grandfather Thomas Kilbury

(signed) D. J. Andrew

On the same day I issued an order of Attachment and summons for defendant returnable Jan. 12th 1895 at 1 oclock P.M.

Return of Order

I received this writ January 7th 1895 and served the same on J. T. Kilbury the garnishee the same day by copy at three oclock P.M. 1895 service 40 copy 25 mileage 25 total 90. (signed) John Riley Constable

Copy of return of Summons

JUSTICE'S FEES.	Pl'ff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit		40		
Order of		40		
Undertaking				
Subpœna Names				
Swearing / Witnesses				
3 Adjournment		60		
Filing 3 Papers		15		
Record 601 Words		90		
Judgment		40		
Satisfaction				
Bail for Stay				
Execution and Filing				
Order to garnishee				
Trans. and Certificate				
Expenses		J. P. Fees Paid		
CONSTABLE'S FEES.				
Sum., Serv., and Mileage		20		
Sub., Serv., and Mileage		90		
Sum. Appraisers		10 paid		
Schedule and Bond			5 00	
Serv. Garnishee			2.00	
Att. Trial			7.00	
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				
fee of Garnishee		80		paid
publication		2 00		paid
WITNESSES.				

T, FOR Jerome TOWNSHIP.

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I received this writ January 7th 1895 and could not find the defendant in my county mileage 20¢ (Signed) John Riley Constable

Jan. 12th 1895 The garnishee T. J. Kilbury came and answered in substance as follows

That he as Executor of the estate of Thomas Kilbury deceased who was the great grand father of the defendant, had in his possession, as said executor, the sum of thirty three and a ½ dollars money left her by will and if the Plain City Bank paid in full there would about one hundred dollars altogether. It appearing from the return of the constable that the defendant could not be found in the county the case adjourned till Feb. 23d. 1895 at 1 oclock P.M. for publication.

Feb 23 d. 1895 Received a Telegram asking to have the case put off till the 26th which was done

On the 26th received another Telegram asking that the case be put off till Sat. March 2nd 1895 at 1 P.M. which was done

March 2nd received another announcing that plaintiff was still detained By Grand jury and asking that the cause be continued another week which was done, and March 9th received a letter stating that he was still detained and the case was postponed till March 16th 1895 at 12 M.

March 16th 1895 Plaintiff appeared and the defendant failed to appear and for an hours thereafter. The plaintiff asked for trial, trial had plaintiff sworn and testified and from said testimony I find that defendant is justly indebted to plaintiff the sum of two hundred and ninety five dollars

Therefore it is considered by me, this 16th day of March A.D. 1895, that the plaintiff recover from the defendant the sum of two hundred and ninety five dollars debt and the costs of case as charged in the margin of this case and costs accrue

J. P. McDowell J.P

and on the same day I ordered the garnishee to pay the money $33 33/100 into my hands and also the balance when it comes into his hands

Mar. 26th 1895 received from T. J. Kilbury (as garnishee) $33.33/100 and sent to D. J. Andrew $26. Paid all the costs and expenses of sending

, 18 . the Defendant in the above case came and by

his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires

J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P.

for Dollars and

cents, and costs taxed

and the said

intends to appeal

therefrom to the Court of Common Pleas of

County. Now, therefore, I,

of do hereby

promise and undertake to the said

in the sum of

Dollars,

that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

210

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

L.M. Ringo

Pl'ffs.

vs.

Augustus Depp and Beverly Depp

Def'ts.

Judgment, $

JUSTICE'S FEES.	Piff's Cost. Dols.	Piff's Cost. Cts.	Def'ts Cost. Dols.	Def'ts Cost. Cts.
Summons				
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing Papers				
Record Words				
Judgment				
Satisfaction				
Bail for Stay				
Execution and Filing				
Trans. and Certificate				

CONSTABLE'S FEES.				
Sum., Serv., and Mileage				
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				

WITNESSES.				

Before J.P. McDowell Justice of the Peace.

No. 83 Amount Claimed, $36.70

December 24 1894

The Plaintiff filed his bill of particulars which is in substance as follows: Copy of note.

Sept 30th 1893

One year after date we promise to pay to the order of L.M. Ringo Thirty five 96 dollars Value received

(Sign'd) Augustus Depp
Beverly Depp

Jan 26th 1895 issued Summons for defendants returnable February 2nd 1895 at 1 oclock P.M. and gave it to John Riley Const.

Return

I received this writ January 26 1895 and served the same on the within named defendants Augustus Depp and Beverly Depp on January 28th 1895 by copy at their residence. service .50 mileage .65 Copies .50 total $1.65

(signed) John Riley constable

Case settled by Beverly Depp paying off the note and costs $38.73 and the note was given up to him by me

J.P. McDowell J.P.

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Execution return

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STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires

J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P.

for Dollars and

cents, and costs taxed

and the said

intends to appeal

therefrom to the Court of Common Pleas of

County. Now, therefore, I,

of do hereby

promise and undertake to the said

in the sum of

Dollars,

that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

Jamison & Curl

vs

Ogreen Kelberg and

Ida Kelberg

Filed Jan. 30th 1895

J. P. McDowell J.P.

$75.00 Oct 21. 1892

One year after date we or either of us promise to pay to the order of Garrison & Curl

seventy five —— 20/100 Dollars

Value received

Grant Kilbury

Ida Kilbury

THE STATE OF OHIO,
Union COUNTY, SS.

IN JUSTICE'S COURT,

J. P. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Jamison & Curl

Pl'ffs.

vs.

Grant Kilbury
and Ida Kilbury

Def'ts.

Judgment, $

JUSTICE'S FEES.	Piff's Cost. Dols.	Piff's Cost. Cts.	Def'ts Cost. Dols.	Def'ts Cost. Cts.
Summons		50		
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing 2 Papers		10		
Record Words				
Judgment				
Satisfaction				
Bail for Stay				
Execution and Filing				
Trans. and Certificate				

CONSTABLE'S FEES.		
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Sub., Serv., and Mileage		
Sum. Appraisers		
Schedule and Bond		
Serv. Garnishee		
Att. Trial		
Sum., Jury and Mileage		
Copies		
Ex. and Per Cent.		

WITNESSES.

Before J. P. McDowell Justice of the Peace.

No. 84 Amount Claimed, $ 82.70

January 30th 1895

The Plaintiff filed their bill of particulars which is in substance as follows:

Copy of note

$75.20 Oct. 21st 1892

One year after date we or either of us promise to pay to the order of Jamison & Curl Seventy five — 20/100 Dollars Value received (Signed) Grant Kilbury
Ida Kilbury

On the same I issued a summons for defendants and gave it to John Riley Constable returnable Feb 6th 1895 at 1 oclock P.M.

Return of summons

I received this January 30th 1895 and served the same on the within named Grant Kilbury & Ida Kilbury January 31, by copy at their residence

Feb. 6th 1895 the defendant Grant Kilbury appeared and asked that the case be adjourned to Feb. 13th 1895 at 1 oclock PM which request I granted. Feb 13th 1895 Time extended to Feb. 20th 1895 at 1 oclock PM

At the adjourned time for trial no de

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his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, as surety for the above Stay of Execution on the above Judgment of against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this day of A. D. 18 } Stay of Execution expires
J. P. } 18 . Am't then due $

, 18 . Issued an Execution for returnable , 18 , and delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said obtained a judgment against the said on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

C M Butt adm'r
vs
J. B. F. Taylor
Note April 24th 1895
Judgment had on the within April 24th 1896 for $153.29 and $7.90 costs
J. W. McL Overshiner

Dec 4th 97
$7.90

153.29
2.22
155.51

Bank account $2.00

$ 114 00/100 Lawrenceville Ohio, March 27 1840

One year after date, for value received,

we jointly and severally promise to pay Eliza Taylor

or order, at

One Hundred & Fourteen Dollars,

with interest at the rate of six per cent per annum, payable annually.

And ... do hereby authorize ... Attorney-at-Law to appear for ... in an action on the above note, at any time after said note becomes due, in any Court of Record, in or out the State of Ohio, to waive the issuing and service of process against ..., and confess a judgment in favor of the legal holder of the above against ..., for the amount that may then be due thereon, with interest at the rate therein mentioned, and costs of suit; and to waive and release all errors in said proceedings, petitions in error, and the right of appeal from the judgment rendered.

Witness our hands and seals,

J B F Taylor [SEAL.]

[SEAL.]

[SEAL.]

[SEAL.]

C. M. Butt admr

vs

J. B. Taylor

Filed April 24th 1895 and
Judgment had on the within
note

It is my judgment that
the within has been merged
~~on the~~ in another note and
this note was never taken up,

J. M. McDowell J.P.

April 2 1887

Six Months after Date I Promise to pay Eliza Toyler Sixty Dollars for Value received

J. B. F. Toyler

214

THE STATE OF OHIO,
Union COUNTY, SS.

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

C.M. Butt Admr of estate of Eliza Taylor deceased
Pl'ffs.

vs.

J.B.F. Taylor
Def'ts.

Judgment, $

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit		40		
Order of		40		
Undertaking				
Subpœna 2 *Names*		30		
Swearing 15 *Witnesses*		30		
Adjournment		20		
Filing 4 *Papers*		20		
Record 500 *Words*		75		
Judgment		40		
Satisfaction				
Bail for Stay				
Execution and Filing				
Sitting	paid	00		
Trans. and Certificate				
	4	20		

CONSTABLE'S FEES.				
Sum., Serv., and Mileage		20		
Sub., Serv., and Mileage		110		
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee & Mileage		60		
Att. Trial				
Sum., Jury and Mileage	paid			
Copies		25		
Ex. and Per Cent.		215		

WITNESSES.			
David Taylor	paid		25
Summer Pinkins		80	~~80~~
Ezra Pitcher		50	
			155

Before J.P.M. Dowell Justice of the Peace.

No. 85 *Amount Claimed, $* 260.

March 9th 1895

The Plaintiff filed his *bill of particulars which is in substance as follows:* Affidavit in Attachment

The said plaintiff C.M. Butt Admr being duly sworn says that he is the duly qualified, appointed and acting administrator of Eliza Taylor deceased duly authorized in the premises, and that J.B.F. Taylor said defendant is justly indebted to said plaintiff on money on notes and articles purchased at the sale of the personal effects of said Eliza Taylor; that said claim is just; that he believes said plaintiff ought to recover thereon the amount of two hundred and sixty dollars; that the property sought ~~and~~ ~~about~~ to be attached is not exempt from execution; that said property is not the personal earnings of said defendant for services rendered within three months prior to the commencement of this action that said defendant is the head ~~and~~ or support of a family and has not in good faith the maintenance and support of a widowed mother wholly dependant on him for support; and that the said defendant J.B.F. Taylor is a nonresident of Union County Ohio. Said affiant further makes oath and says that he has good reason to and does believe that Wm I. Ballenger of and within said County of Union Ohio has in his possession property of said defendant liable to be attached in this action, to wit: money (signed) C.M. Butt

On the said 9th day of March A.D. 1895 I issued a summons for said defendant and an order of Attachment returnable March 16th 1895 returnable at 8 oclock A.M.

Return of Summons

I received this writ March 9th 1895 and could not find the within J.B.F. Taylor in my county to make service fees mileage 20¢

(signed) John Riley Constable

Return of Order

I received this writ March 9th 1895 and on March 11th 1895 I served on Wm I Ballenger a true copy of this at eight and a half oclock A.M. Service 40¢ Copy 25¢ mileage 20¢ = Total 85¢ (signed) John Riley Constable

T, FOR Jerome TOWNSHIP.

of the Peace.

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March 16th the plaintiff appeared by his attorney Howard C. Black and entered the following agreement and appearance of defendant J.B.F. Taylor deft who hereby enters his appearance, waiving service of summons, and C.M. Butt & Admir &c, hereby agree to a continuance of this cause until Wednesday March 27th 1895 at 2 oclock P.M.

(Signed) J.B. Taylor and C.M. Butt Admir

To which time this cause is postponed.

Mar. 26th 1895. Parties appeared and by consent the defendant made the following affidavit, to-wit: J.B. Taylor being duly sworn, says that D.M. Taylor is a material witness for him, without whose evidence, and for want whereof he cannot safely proceed with the trial. D.M. Taylor is a resident of Franklin County, near the town of Galloway. This affiant hopes and epects to procure the testimony of D.M. Taylor within thirty days: this application is not made for the purpose of delay but for the cause of justice.

(signed) J.B.F. Taylor

this cause stands postponed to April 24th 1895 at 2 oclock P.M.

April 22d. 1895. I issued a subpoena for Sumner Simkins and Ezra Pitcher and gave it to John Riley constable who returned it showing both served were served

April 24th 1895. Parties met, defendant admitted that he owed a note given March 27th 1890 calling for $114. at 6% from date and an account for $22.50 but denied owing a $60. given in the year 1887 claiming that it was merged in the $114. note. The plaintiff presented the two notes as evidence, for defense the defendant and David Taylor were sworn and testified, in rebuttal the plaintiff S. Simkins and E. Pitcher were sworn and testified. From said evidence I find the $60. note had been settled and defendant was owing plaintiff $163.25 on the note and $22.15 on the account

Therefore it is considered by me that the plaintiff recover from the defendant $175 44/100 debt and his costs as taxed in the margin of this case

Received from W.I. Ballenger Garnishee $183 in for above judgment and costs

J.P. McDowell J.P.

April 24th 1895 Received of Simkins Garnishee Seventy five dollars and forty four cents in full for above judgment and costs

L. Van Buskirk Const

, 18 . the Defendant in the above case came and by

his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, 175.44 2.25 163.25 4.20 2.15 15.90

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires

J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO,
Union COUNTY, SS.

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

William Bishop

Pl'ffs.

vs.

James Hunter

Def'ts.

Judgment, $

JUSTICE'S FEES.	Piff's Cost. Dols.	Piff's Cost. Cts.	Def'ts Cost. Dols.	Def'ts Cost. Cts.
Summons		25		
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing 2 Papers		10		
Record 400 Words		60		
Judgment		40		
Satisfaction				
Bail for Stay				
Execution and Filing				
writ of restitution		46		
Trans. and Certificate				

CONSTABLE'S FEES.	
Sum., Serv., and Mileage & Copy	1.15
Sub., Serv., and Mileage	
Sum. Appraisers	
Schedule and Bond	
Serv. Garnishee	
Att. Trial	
Sum., Jury and Mileage	
Copies	
Ex. and Per Cent.	

WITNESSES.

Before J. P. McDowell Justice of the Peace.

No. 8 Amount Claimed, $

April 3rd, 1895.

The Plaintiff filed his complaint in forcible detainer bill of ~~particulars~~ which is in substance as follows: To J. P. McDowell a justice of the peace in and for Jerome township Union County Ohio.

The undersigned William Bishop, a resident of Madison County Ohio, doth make his complaint to you, against one James, for this; That the said James hath ~~for~~ ever since the first day of April A.D. 1895 and doth still unlawfully and forcibly detain from the undersigned possession of the following premises situate in the township of Jerome and county of Union and described as follows a piece of land known as the Ari Hudson piece on which is a log dwelling house.

The said James Hunter entered upon said premises as tenant of the undersigned, the lease therefore expired at the time herein first mentioned and from that time until the present hath held over his said term.

On the 27th day of March A.D. 1895 the undersigned duly served upon said James Hunter as required by law, notice in writing, to leave said premises; the undersigned ask process and restitution. Dated this 3rd day of April A.D. 1895 (Signed) William Bishop

On the same day I issued a summons for defendant returnable April 8th A.D. 1895 at 1 P.M.

Return of Summons

I received this April 3rd. 1895 and April 4th 1895 served the same upon the within named defendant by leaving a copy of this writ at his residence service 25¢ copy 25¢ mileage 65¢ total $1.15

April 8th 1895 Parties met and defendant admitted that he had remained at said premises longer than his term.

Therefore I find the Plaintiff has good right to said premises.

Therefore it is considered by me that the said Plaintiff recover from said defendant the above described premises and his

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Costs as taxed in the margin of this. J P McDowell J P
On the same day I issued a writ of restitution and gave it to John Riley Constable
April 15th 1895 plaintiff paid the costs the defendant having vacated.

, 18 . the Defendant in the above case came and by

his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires
J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P.
for Dollars and
cents, and costs taxed
and the said
intends to appeal
therefrom to the Court of Common Pleas of
County. Now, therefore, I,
of do hereby
promise and undertake to the said
in the sum of
Dollars,
that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

Martha Kunemaker
Vs
J. B. Arnold
Filed April 22 1895
J P McDowell J.P.

Judgment had on the within note for $22.07 debt and two dollars and forty cents costs on docket C. and increase costs Page 218 No. 87
J P McDowell J.P.

Mar 11 · 95

#22

Thirty days after date I promise to pay to Martha Jane-
make the sum of Twenty two dollars, for value received.

J B. Arnold

THE STATE OF OHIO,
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-12. H. L. Barrett & Son, Publishers, Springfield, Ohio.

Martha Nunnemaker
Pl'ffs.
vs.
J. B. Arnold
Def'ts.

Judgment, $22.07

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment		20		
Filing / Papers		5		
Record 200 Words		30		
Judgment		40		
Satisfaction		20		
Bail for Stay				
Execution and Filing		45		
		1 65		
Trans. and Certificate		45		
		2 10		
		1 85		

CONSTABLE'S FEES.				
Sum., Serv., and Mileage 1 copy		95		
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				

WITNESSES.

Before J. P. McDowell Justice of the Peace.

No. 87

Amount Claimed, $22.07

April 22d. 185

The Plaintiff filed her bill of particulars which is in substance as follows: (copy of note)

March 11th 1896

$22 Thirty days after date I promise to pay to Martha Nunnemaker the sum of twenty two dollars for value received

(Signed) J. B. Arnold

On the same day I issued a summons for said defendant returnable April 26th 1895 at 1 oclock P. M.

Return

Copy Plain cons again

Rec'd writ April 22th 1895 and on the same day I served the same on the within named defendant personally by leaving a certified copy at his place of residence with fees; service 25¢ Copy 25¢ mileage 6 miles 45¢ total 95¢ (signed) John Riley constable

On the return I received a letter from the defendant stating that he was not able to attend the time set for trial so I set the case for April 29th 1895 at 8 oclock A. M.

At the time set for trial the plaintiff by her counsel H. M. Rouse appeared and the defendant failed to appear and after waiting one hour the plaintiff asked for judgment for the amount of note and costs and presented note as his evidence and I find that defendant is indebted to the plaintiff in the sum of twenty two dollars and seven cents.

Therefore it is considered by me that the plaintiff Martha Nunemaker recover of the defendant twenty two and 7/100 dollars debt the costs as shown in the margin of this case

J. P. McDowell J. P.

Plaintiff ordered an execution issued immediately which I did the amount of Judgment & costs on the same day and gave it to John Riley constable

Return of execution

Property levied upon

one oil lamp, one heating stove, one counter one platform scales one spring wagon

good and sufficient sur

to be entered herein, w
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T, FOR Jerome TOWNSHIP.

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one dung fork and 60 fence posts, not sold for want of time
cash paid by Defendant. (signed) [illegible] $1100
Turned over to justice $7.86 (signed) John Riley constable
June 8th 1895 issued a venditionis exponis to John Ruby const.
Return of venditionis exponis
Rec'd a note and cash amounting to $18.54
Rec'd from Justice balance after taking out his costs 6.08
Paid to Plaintiff $24.62
$22.17
Balance $2.45
my fees service 40
mileage 1.85
my Per cent 75
moving Property 50
3.00
Copy of receipt returned
Plain City June 22" 1895 Received of John Riley as
constable twenty two dollars and 13 cents on judgment
against James Arnold. in full to date
signed Martha Nunnemaker

_____, 18____, the Defendant in the above case came and by
_____ his surety, resident of the County, approved by me as
good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, _____
as surety for the above Stay of Execution on the above Judgment of _____
against _____ do hereby promise and undertake to pay the amount
of said Judgment, interest and costs, and the costs that may accrue.

_____, Surety.

Taken by and signed and acknowledged before me, and surety approved, this
day of _____ A. D. 18____ } Stay of Execution expires
_____ J. P. } 18____. Am't then due $_____

_____, 18____. Issued an Execution for _____
returnable _____, 18____, and
delivered the same to _____, Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the _____ day of
_____ A. D. 18____, the said
_____ obtained a judgment against the said _____
on the docket of _____ J. P.
for _____ Dollars and
_____ cents, and costs taxed
_____ and the said
_____ intends to appeal
therefrom to the Court of Common Pleas of _____
County. Now, therefore, I, _____
of _____ do hereby
promise and undertake to the said _____
in the sum of _____
_____ Dollars,
that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this _____ day of _____ A. D. 18____
J. P.

THE STATE OF OHIO,
Union COUNTY, SS.

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Ballinger & Walz

Pl'ffs.

vs.

Dan, Scott

Def'ts.

Judgment, $

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons & writ	40			
Affidavit	40			
Order of				
Undertaking				
Subpœna Names				
Swearing 2 Witnesses	10			
Adjournment				
Filing 2 Papers	10			
Record 300 Words	45			
Judgment	40			
Satisfaction	1 85			
Bail for Stay	Paid			
Execution and Filing				
Trans. and Certificate				
CONSTABLE'S FEES.				
Sum., Serv., and Mileage	60			
Sub., Serv., and Mileage				
Sum. Appraisers	1 00			
Schedule and Bond	50			
Serv. Garnishee				
Att. Trial	Paid			
Sum., Jury and Mileage				
Copies	25			
Ex. and Per Cent.				
Appraisers fees	2 00			
	4 35			
WITNESSES.				

Before J. P. McDowell Justice of the Peace.

No. 88 Amount Claimed, $

May 8th 1895

The Plaintiffs filed their affidavit in replevin bill of particulars which is in substance as follows: That they are the proper owners of one load of wheat about 60 bushels on one of the wagons of Dan Scott in the barn of Dank Lombard and has good right to the immediate possession of the goods and chattels following to-wit about 60 bushels of wheat, that the same are detained from them by Dan, Scott, and that the said goodz and chattels were not taken in execution or any order or judgment against the Ballinger & Walz, or for the Payment of any tax fine or amerament, assessed against them, and is not claimed by said Dan. Scott under a title mediately or immediately by transfer from one from whom such property had been taken by such execution, order or process, ~~issued~~ or by virtue of any order of delivery issued under the law thereof or any other mesne or ~~other~~ final process issued against the said Ballinger & Walz

On the Same day I issued an order of replevin and summons for defendant returnable May 13th 1895 at 8 o'clock A. M. and gave the same to John Riley constable

Return of Constable

received this writ May 8th 1895 and on the same day of May A.D. 1895 ~~1895~~ I replevied the goods and chattels within described, and caused the same to appraised as per schedule hereto attached; the within named Ballinger & Walz gave an undertaking according to law, with Ballinger & Walz sufficient sureties returned and I delivered the property to Ballinger & Walz and also on the next day served the defendant by copy

On the return day the Plaintiffs appeared and the defendant failed to appear and for one hour thereafter Plaintiffs demanded trial, trial had Plaintiffs both sworn and examined. And I find that the the right of property and possession

RT, FOR Jerome TOWNSHIP.

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in said ~~property~~ goods and chattels when this action was commenced was in the plaintiff and do assess their damages at $7.50
It is therefore considered by me that the plaintiff recover of said defendant said damages and their costs as taxed in the margin of this case, This 13th day of May A.D. 1895 J.P. McDowell J.P.
Received Ballinger & the costs $6.20 May 18th 1895

....., 18....., the Defendant in the above case came and by
his surety, resident of the County, approved by me as
good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,
as surety for the above Stay of Execution on the above Judgment of
against do hereby promise and undertake to pay the amount
of said Judgment, interest and costs, and the costs that may accrue.

....., Surety.

Taken by and signed and acknowledged before me, and surety approved, this
day of A. D. 18 } Stay of Execution expires
J. P. } 18 . Am't then due $

....., 18 . Issued an Execution for
returnable ....., 18 , and
delivered the same to ....., Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of
A. D. 18 , the said
obtained a judgment against the said
on the docket of J. P.
for Dollars and
cents, and costs taxed
and the said
intends to appeal
therefrom to the Court of Common Pleas of
County. Now, therefore, I,
of do hereby
promise and undertake to the said
in the sum of
Dollars,
that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

E. B. Hukill
Convenient
Fayette Co

I hereby guarantee the payment of the within Note at Maturity. To the Williams & Clark Fert. Co. Waiving Notice of Protest & Non payment thereof

Value Pdy'e Farmers Bank Ft. M Gardner

or order for Collection Plain City O

ACCOUNT OF

Williams & Clark Fertilizer Co.

Per F C Goff Cash.

3x22

$36 40/100

4/3/94

Sept 3d 1893.

Payable at Farmers Bank, Plain City, O.

One Year after date I promise to pay to the order of Williams & Clark

Thirty Six 40/100 Dollars

Value received 8 % after Due

No 562 Due 13927 L. W. McKitrick

Due Oct 3/94

THE STATE OF OHIO,
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-19. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Williams & Clark

Pl'ffs.

vs.

L. K. McKitrick

Def'ts.

Judgment, $38.52

Before J. P. McDowell Justice of the Peace.

No. 88 Amount Claimed, $ 38.52

June 18th 1895

The Plaintiff filed his bill of particulars which is in substance as follows: $36.40 Sept. 30th 1893

Payable at Farmer's Bank Plain City O.

One year after date I promise to pay to the order of Williams & Clark thirty six 40/100 dollars Value received. 8% after due.

(Signed) L. K. McKitrick

No. 13327 and 562

June 22nd 1895

L. K. McKitrick the defendant came and waived process and confessed that he was indebted to the plaintiff to the ~~above note~~ amount of the above note and asked that judgment be entered against for the amount of $36.52 and costs of suit

Therefore it is considered by me that the plaintiffs recover of the defendant upon confession the sum of thirty eight and 52/100 dollars and costs as charged in the margin of this case

J. P. McDowell J. P.

Received from L. K. McKitrick $25.00 July 8th 1895 July 27th Received $13.07

JUSTICE'S FEES.	Pl'ff's Cost. Dols.	Pl'ff's Cost. Cts.	Def'ts Cost. Dols.	Def'ts Cost. Cts.
Summons				
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing / Papers			5	
Record 200 Words			30	
Judgment			40	
Satisfaction			20	
Bail for Stay			95	
Execution and Filing				
Trans. and Certificate				

CONSTABLE'S FEES.				
Sum., Serv., and Mileage				
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				

WITNESSES.				

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RT, FOR Jerome TOWNSHIP.

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5.00 July 8th

, 18 , the Defendant in the above case came and by
his surety, resident of the County, approved by me as
good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,
as surety for the above Stay of Execution on the above Judgment of
against do hereby promise and undertake to pay the amount
of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this
day of A. D. 18 } Stay of Execution expires
J. P. } 18 . Am't then due $

, 18 . Issued an Execution for
returnable , 18 , and
delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of
A. D. 18 , the said
obtained a judgment against the said
on the docket of J. P.
for Dollars and
cents, and costs taxed
and the said
intends to appeal
therefrom to the Court of Common Pleas of
County. Now, therefore, I,
of do hereby
promise and undertake to the said
in the sum of
Dollars,
that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

July 5th 1895

Judgment had on the within notes for the sum of two hundred and forty one dollars and 35 cts ~~and~~ one dollar and ninety cents costs and interest and costs that accrue

John Roberts
John M. Taylor

Issued July 6th 1895
Sheriff Jackson Co. Miss.
By W. M. Ladnier D.S.

241.35
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7 24 05
1 20 17
1 4 22
6.75
241.35
2 48 10

5
2.00
124.90
2.01
$126.90

$100.00 Anderson Ind. Jan 10th 1893

For value received twelve Months after date I promise to pay to the order of John Roberts one hundred dollars with interest at the rate of six per cent per annum until paid waiving valuation and appraisement laws of the State of Indiana

John Taylor

$110.00 Anderson Ind. Jan 10th 1893

Two years after date I promise to pay to the order of John Roberts One hundred and ten dollars with interest at the rate of six per cent per annum until paid value received waiving valuation and appraisement laws of the State of Indiana

John Taylor Plain City Ohio

THE STATE OF OHIO,
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-92. E. L. Barrett & Son, Publishers, Springfield, Ohio.

John Roberts

Pl'ffs.

vs.

John Taylor

Def'ts.

Judgment, $ 241.35

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons	25			
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing 2 Papers	10			
Record 201 Words	30			
Judgment	40			
Satisfaction	20			
Bail for Stay	Paid			
Execution and Filing				
Trans. and Certificate	55			

CONSTABLE'S FEES.				
Sum., Serv., and Mileage 50 pgs	70			
Sub., Serv., and Mileage	Paid			
Sum, Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				

WITNESSES.

Before J P McDowell Justice of the Peace.

No. 89 Amount Claimed, $ 241.35

July 1st 1895

The Plaintiff filed his bill of particulars which is in substance as follows: Copies of Two Promissory notes

$100.00 Anderson Ind, Jan. 10th 1893

For value received

Twelve months after date I promise to pay to the order of John Roberts one hundred dollars with interest at the rate of six per cent per annum until paid, waiving valuation and appraisement laws of the state of Indiana

(Signed) John Taylor

$110.00 Anderson Ind. Jan. 10th 1893

Two years after date I promise to pay to the order of John Roberts, one hundred and ten dollars with interest at the rate of six per cent Per annum ~~from date~~ until paid. Value received

Waiving valuation ~~laws~~ and appraisement laws of the state of Indiana

Signed John Taylor in pencil Plain City Ohio

Issued summons the same day returnable July 5th 1895 at 7 oclock P.M.

Return of summons

I received this writ July 1st 1895 and served the same on the within named John Taylor July 1st 1895 by copy at his residence the same day

July 5th 1895 The defendant came and confessed that he was indebted to the Plaintiff to the amount of the above described notes and asked that judgment be entered herein against him.

Therefore it is considered by me that the Plaintiff recover from the defendant the sum of ~~$~~ 241.35 two hundred and forty one and 35/100 dollars debt and the costs that ~~accrue~~ are taxed in the margin of this case and interest at 6 ops and costs that accrue

J P McDowell J.P.

Feb. 3rd 1896 Recd of John Taylor the defendant $126.90 in full for above judgment and costs by order of

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In pursuance of ...

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RT, FOR Jerome TOWNSHIP.

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W. P. Andrews Atty for Plaintiff J. P. McDowell J. P.
Feb. 3rd 1896 Received of J. P. McDowell J. P. $24.90 in full satisfactions of above judgment.

A. L. Landry & W. P. Andrews
Attorneys for Plaintiff

, 18 , the Defendant in the above case came and by
his surety, resident of the County, approved by me as
good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,
as surety for the above Stay of Execution on the above Judgment of
against do hereby promise and undertake to pay the amount
of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this
day of A. D. 18 } Stay of Execution expires
J. P. } 18 . Am't then due $

, 18 . Issued an Execution for
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delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of
A. D. 18 , the said
obtained a judgment against the said
on the docket of J. P.
for Dollars and
cents, and costs taxed
and the said
intends to appeal
therefrom to the Court of Common Pleas of
County. Now, therefore, I,
of do hereby
promise and undertake to the said
in the sum of
Dollars,
that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO,
Union COUNTY, SS.

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Rolland Hill

Pl'ffs.

vs.

Charles C. Gordon

Def'ts.

Judgment, $

JUSTICE'S FEES.		Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons			25		
Affidavit			40		
Order of			40		
Undertaking			40		
Subpœna	Names				
Swearing	Witnesses				
Adjournment					
Filing 3	Papers		15		
Record 300	Words		90		
Judgment			1,90		
Satisfaction					
Bail for Stay					
Execution and Filing					
Trans. and Certificate					

CONSTABLE'S FEES.			
Sum., Serv., and Mileage		1 05	
Sub., Serv., and Mileage			
Sum. Appraisers			
Schedule and Bond		2 25	
Serv. Garnishee		3 90	
Att. Trial			
Sum., Jury and Mileage			
	Copies		
Ex. and Per Cent.			

WITNESSES.

Before J P McDowell Justice of the Peace.

No. 90 Amount Claimed, $19.89

July 1st 1895

The Plaintiff filed his bill of particulars which is in substance as follows: (Copy of note)

$18.75 December 13th 1893

Nine months after date for value received we promise to pay to the the order of George Rausch eighteen seventy five dollars ~~with~~ interest at the of per centum at and hereby authorize any attorney at law to appear in any court of Record in the United States, after the above obligation becomes due and waive the issuing of and service of process and confess judgment against in favor of the holder hereof for the amount then appearing due together with costs of suit, and thereupon release all errors and waive all right of appeal, (signed) C C Gordon Roll. Hill

Substance of affidavit on attachment

Rolland makes oath that Charles C. Gordon defendant is justly indebted to him for money paid by him as security on a certian note paid at the Farmers Bank Plain City Ohio; and that said claim is just; and believes that he ought to recover thereon $19.89 That the property attached is the earnings of defendant, and is his personal earnings within three prior to the commencement of this action, that defendant is neither the head and support of a family nor has not in good faith the maintenance of a widowed mother wholly dependant on him for support

That he criminally secured affiants name to the note upon which has been brought; and believes that Elmer Harriott of Union County has property in his possession of said defendant liable to be attached in this actions to wit. money as wages. Affidavit signed by Rolland Hill. I issued summons and order of attachment on same day returnable July 6th 1895

Return of summons

Received this writ July 1st 1895 and July 1st 1895 served the same on defendant by leaving certified copy thereof personally his usual place of residence.

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July 5th 1895 The defendant and garnishee came and paid the amount claimed $9.89. and the costs the whole amounting to $25.03 and the garnishee was released and I gave up the note to the defendant.
July 6th 1895 Received from J. P. McDowell J.P. the sum of eighteen and 89/100 dollars to my full satisfaction in above claim
Rolland Hill

, 18 , the Defendant in the above case came and by his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, as surety for the above Stay of Execution on the above Judgment of against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this day of A. D. 18 . J. P. } Stay of Execution expires 18 . Am't then due $

, 18 . Issued an Execution for returnable , 18 , and delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said obtained a judgment against the said on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO, Union COUNTY, SS.

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Oppenheimer & Straus & Co. Pl'ffs.

vs.

J. K. Harris Def'ts.

Judgment, $ 136.60

Before J. P. McDowell Justice of the Peace.

No. 91 Amount Claimed, $ 136.60

July 1st 1895

The Plaintiff filed their bill of particulars which is in substance as follows: Condensed account

Monthly Statement

Cincinnati June 24th 1895-

J. K. Harris Plain City. O.

To Oppenheimer & Straus & Co.,

151 & 157½ West Fourth street

Terms 30 days no. Discount after 30 days

1895- Apr.	20	To Mdse May 15th	$78.60
"	20	" " "	25.75
"	26	" "	13.50
"	26	" "	4.50
May	7	" "	14.25
			$136.60

Due June 15th 1895

Attached to the above account is a sworn statement of the amount of the above account together ~~with~~ with an itemized account of the several bills noted above, also a letter from J. K. Harris. July 2d. 1895- I issued summons for the defendant returnable July 6th 1895- at 10 o'clock A. M.

Return of Summons

I received this writ July 2d. 1895- and July 2d. 1895- served the same on the within named J. K. Harris Personally by Copy. My fees service 25- Copy 25- mileage 20 total 70 (signed) John Riley Constable

July 6th 1895- Time set for trial neither party appeared and after waiting one hour and still defendant did not appear Plaintiff having on a sworn statement of his claim against the defendant from which statement I find the defendant J. K. Harris is indebted to the Plaintiffs Oppenheimer & Straus & Co. the sum of one hundred and thirty six dollars ~~and~~ sixty cents

Therefore it is considered by me that the plaintiff recover from the defendant, ~~the~~ in default, the sum of one hundred and thirty six and ~~sixty~~ 60/100 dollars

JUSTICE'S FEES.	Pl'ff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons	25			
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing | Papers	5			
Record 200 Words	30			
Judgment	40			
Satisfaction	20			
Bail for Stay				
Execution and Filing				
Trans. and Certificate				

CONSTABLE'S FEES.				
Sum., Serv., and Mileage (Copy)	70			
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				

WITNESSES.				

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and the costs as found in the margin of this case and interest at 6% and costs that accrue J P McDowell J.P.
Oct. 21st 1895- Recd from Oppenheimer Straus & Co. $2.25- costs in above case

, 18 , the Defendant in the above case came and by
his surety, resident of the County, approved by me as
good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,
as surety for the above Stay of Execution on the above Judgment of
against do hereby promise and undertake to pay the amount
of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this
day of A. D. 18 } Stay of Execution expires
J. P. } 18 . Am't then due $

, 18 . Issued an Execution for
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delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of
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obtained a judgment against the said
on the docket of J. P.
for Dollars and
cents, and costs taxed
and the said
intends to appeal
therefrom to the Court of Common Pleas of
County. Now, therefore, I,
of do hereby
promise and undertake to the said
in the sum of
Dollars,
that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18
J. P.

THE STATE OF OHIO,
Union COUNTY, SS.)

IN JUSTICE'S COURT,

T-12. E. L. Harrell & Son, Publishers, Springfield, Ohio.

James Smith & J. E. Taylor Partners

Pl'ffs.

vs.

I. N. Long

Def'ts.

Judgment, $

Before J P M Dowell Justice of the Peace.

No. 92 Amount Claimed, $ 27, 25-

July 13th 1895

The Plaintiff filed their bill of particulars which is in substance as follows: Plaintiffs say that defendant is justly indebted to them in the sum of twenty five and legal interest thereon from the time of the birth of the two colts as a balance due for the get of two colts from their stallion named Anderson at the defendants request.

Therefore Plaintiffs pray judgment against the defendant for the sum of $27.25 Principal and interest, and also the costs of this suit

Substance of affidavit in attachment

Before me the undersigned justice of the peace came James Smith of the firm Smith & Taylor Partners who being duly sworn, says that J. N. Long said defendant is justly indebted to said plaintiffs a balance due them for the get of two colts one in 1893 and one in 1894 and legal interest thereon, as per bill of particulars on file, That said Claim is just and lawful; That he believes said Plaintiff ought to recover there on the amount of twenty seven dollars twenty five cents; that the property sought to be attached is not exempt from execution; that said property is not the personal earnings rendered by defendant within three months prior to the commencement of said action; that the defendant is the head or support of a family and that the defendant is a non resident of the county Union State of Ohio

(Signed) James Smith

On the same day I issued a summons for defendant and an order of attachment returnable July 22nd 1895 at ten oclock A. M

Return of summons

I received this writ July 13th 1895, and I could not find the defendant I. N. Long in my county on whom to make service mileage 2d total .25d (signed) John Riley Constable

JUSTICE'S FEES.	Pl'ff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit		40		
Order of		40		
Undertaking				
Subpæna Names				
Swearing Witnesses				
Adjournment				
Filing 2 Papers		10		
Record Words		30		
Judgment				
Satisfaction		20		
Bail for Stay				
Execution and Filing		Paid		
Trans. and Certificate				

CONSTABLE'S FEES.				
Sum., Serv., and Mileage		20		
On order Sub., Serv., and Mileage		60		
Sum. Appraisers		1 00		
Schedule and Bond		Paid		
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				
App fee		2.00 Paid		

WITNESSES.				

T, FOR Jerome TOWNSHIP.

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Return of order
I received this writ July 13th 1895, and 15 minutes after 8 o'clock A.M. July 15th 1895, I went to the place where the property described in an inventory and appraisement herewith returned, was found. I in the Presence and hearing of Clarence Beard and O.C. McClune attached said Property, and with Clarence Beard and O.C. McClune, Two freeholders of this county made a true inventory and appraisement of said property which is herewith returned signed by myself and said freeholders. service 50 mileage 20 swearing & summoning appraisers 100 Appraisers fees $2.00 total 3.60 (signed) John Riley Constable
Name of Mare as found in inventory and appraisement is Agnes C.
July 22d. 1895 Parties met and compromised and paid the costs and dismissed the case J.P. McDowell J.P.

, 18 , the Defendant in the above case came and by
his surety, resident of the County, approved by me as
good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,
as surety for the above Stay of Execution on the above Judgment of
against do hereby promise and undertake to pay the amount
of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this
day of A. D. 18 } Stay of Execution expires
J. P. } 18 . Am't then due $

, 18 . Issued an Execution for
returnable , 18 , and
delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of
A. D. 18 , the said
obtained a judgment against the said
on the docket of J. P.
for Dollars and
cents, and costs taxed
and the said
intends to appeal
therefrom to the Court of Common Pleas of
County. Now, therefore, I,
of do hereby
promise and undertake to the said
in the sum of
Dollars,
that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18
J. P.

William Cary

Vs

C. A. Hodges & C. M. Jones

Filed Aug. 7th 1895
J. P. McDowell J.P.

Judgment had on the within note this 10th day of Sept. A.D. 1895 for the sum of $19.25 debt and $2.90 costs and costs and interest that accrue

J. W. McDowell J.P.

1901

$ 35. 00/100

March 27th 1894

Eight months ~~after~~ after date we promise to pay to the order of William Cary

Thirty-five ~~~~~~~~~~ 00/100 Dollars

Value received & o/o after due until paid.

No. _____ Due _____

C. A. Hodges

C. M. Jones.

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THE STATE OF OHIO,
Union COUNTY, SS.)

IN JUSTICE'S COURT,

712 E. L. Barrett & Son, Publishers, Springfield, Ohio.

William Cary

Pl'ffs.

vs.

C A Hodge & C M Jones

Def'ts.

Judgment, $19.25

Before J P McDowell Justice of the Peace.

No. 93 Amount Claimed, $36.90

August 7th 1895

The Plaintiff filed his bill of particulars which is in substance as follows: $35.00 March 27th 1895
Eight months after date we promise To pay to the order of William Cary Thirty five dollars at 8 ~~per cent~~ after due until paid. Value received (Signed) C A Hodge
C M Jones

on the same day I issued a summons for defendants returnable August 10th 1895 at 2 P.M.

Aug 10th 1895 Parties met and by agreement the case was adjourned till September 10th 1895 at 2 P.M.

September 10th 1895 time for trial Plaintiff appeared defendant failed to appear and for one hour thereafter Plaintiff asked for trial, trial had. Plaintiff acknowledged to having received seventeen dollars at ~~upon~~ the time of maturity, and has asked judgement upon the balance nineteen 25/100 dollars and costs of suit.

Therefore it is considered by me from said evidence, that the Plaintiff recover from the defendants the sum of nineteen and 25/100 dollars debt and the costs at $2.10 as per items in the margin and interest costs that accrue

J P McDowell J.P.

Sept 16th 1895 received from C M Jones $15 to apply on the above judgment and costs
Sept. 21st 1895 received on above judgment twelve and 10/100 dollars
William Cary

Sept. 25th Received from C M Jones seven and 15/100 dollars in ~~full~~ for above judgment and costs
J P McDowell J.P.

Paid the balance to the plaintiff

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		50		
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment		20		
Filing 2 Papers		10		
Record 2 00 Words		30		
Judgment		10		
Satisfaction		20		
Bail for Stay				
Execution and Filing		Paid		
Trans. and Certificate				

CONSTABLE'S FEES.				
Sum., Serv., and Mileage 1 Copy		1,20		Paid
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				

WITNESSES.

RT, FOR Jerome TOWNSHIP.

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, 18 . the Defendant in the above case came and by

his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires

J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of

A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P.

for Dollars and

cents, and costs taxed

and the said

intends to appeal

therefrom to the Court of Common Pleas of

County. Now, therefore, I,

of do hereby

promise and undertake to the said

in the sum of

Dollars,

that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

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THE STATE OF OHIO,
Union COUNTY, SS.)

IN JUSTICE'S COURT,

P. E. L. Barrett & Son, Publishers, Springfield, Ohio.

G. A. Converse

Pl'ffs.

vs.

Dessie B. Converse

Def'ts.

Judgment, $ 10.00

JUSTICE'S FEES.		Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons					
Affidavit			40		
Order of			40		
Undertaking for appeal			40		
2 Subpœna 18	Names		40		40
Swearing 17	Witnesses		30		25
Adjournment			20		
Filing 5	Papers		15		10
Venire for jury			40		
Record 700	Words		1.05		
Judgment			40		
Satisfaction			20		
Bail for Stay					
Execution and Filing					
Sitting			1.00		
Trans. and Certificate			6.85		
Jury fee			3.00 settled		
CONSTABLE'S FEES.					
1 Sum., Serv., and Mileage	order in replevin 1.85		2.35		
2 Sub., Serv., and Mileage			95		75
Sum. Appraisers					
Schedule and Bond					
Serv. Garnishee					
Att. Trial			1.00		
Sum., Jury and Mileage			1.20		
Copies			5.40		
Ex. and Per Cent.					
Appraisers fee			2.00		
WITNESSES.					
John Jackson					1.00
Gertie Sherwood					1.00
Ernest Holycross					+ 60
Mrs J Iliff					+ 50
Henry Robinson			60	+	

Before J. P. McDowell Justice of the Peace.

No. 94 Amount Claimed, $

August 13th 1895

The Plaintiff filed his bill of particulars which is in substance as follows: Replevin

Before me the undersigned a justice of the Peace in and for said County, came G. A. Converse and being duly sworn says that he is the owner and has good right to the immediate possession of the goods and chattels following, to-wit:

One side board, one pillar extension table six leather seated dining chairs, one center table marbletop, one marble dresser, one ingrain carpet, one bed and bedding & springs one silver Castor etc. and that the same are wrongfully detained from him by Mrs. Dessie B. Converse and that the said goods were not taken in execution or any order or judgment the said G. A. Converse or for the payment of tax, fine or amerecement assessed against him, or by virtue of any order of delivery issued under the law hereof, or any other mesne or other process issued against the said the said G. A. Converse (signed) G. A. Converse

On the same day I issued a writ of replevin for the above goods and chattels and placed it in the hands of John Riley constable returnable August 17th 1895 at 9 o'clock A. M.

Constables return

August 13th 1895 received this writ and on the same day I replevied the goods & chattels within described, caused the same to be appraised as per schedule here to attached The within named G. A. Converse gave a replevin undertaking according to law with R. H. Andrew sufficient surety herewith returned and I delivered the property to him and on the same day I served a copy of this writ upon the defendant Dessie B. Converse. Service 40¢ copy 40¢ mileage 20 summoning & swearing appraisers 100 bond 50¢ total 2.35 (Signed) John Riley Constable

August 16th 1895 issued sub. for defendant for Gertie Sherwood, John Jackson, Frank Douglass and Ernest Holycross

August 17 until Aug C. F. Dutton Defend The defe in his a the legal owner the unlaw On the se for trial by C. M. Jon Smith The ven on the d sonable Parties Henry R The defen were sw After t evidence The jury the comm to ten doll Therefore dollars d which she Case Plaintiff Aug to any

April 24th 1896 G. A. Converse paid John Riley his fees $4.40 and costs

RT, FOR Jerome TOWNSHIP.

August 17th 1895- Parties present Plaintiff asked for a continuance which was granted until August 20th 1895 at 7 o'clock A.M. Issued Subs for D.D. Ketch and Henry Robinson C.F. Dutton & Sarah J. Hoyt. Witnesses present Gertie Sherwood & John Jackson

Defendants answer.

The defendant denies that the Plaintiff is the owner of the goods and chattels mentioned in his affidavit and therefore is not entitled to the possession, but that the defendant is the legal owner of said goods & entitled to the possession thereof and claims as damages for the unlawful detention of same to amount of $10.00 (signed) Dessie Converse

By W. P Andrews Atty

On the same day the plaintiff the plaintiff asked for trial by jury, Jury impannelled and struck leavering the following as jurors C.M. Jones, A.J. Dodge, C.R. Jones, Henry Fredrick, D.D. Lombard and Smith Oharra. for whom I issued a venire

The venire returned shows that all were served as also the subs on the day set for trial two jurymen A.J. Dodge and Hen. Fredrick presented reasonable excuses and I excused them. The remaining 4 jurors being duly qualified Parties agreed to try the case with the 4 jurors Trial was had. the Plaintiff and Henry Robinson were sworn and examined for the plaintiff

The defendant, Gertie Sherwood, John Jackson, Ernest Holyeross, Mrs Cliff were sworn and examined for the defendant.

After the evidence was all in the case was given to the jury, after considering the evidence they brought in the following verdict:

The jury find that the right of property and possession in said goods and chattels was at the commencement of this suit in the defendant and they assess the damages in the premises to ten dollars. (Signed) Smith Oharra Foreman

Therefore it is considered by me that the defendant recover from the plaintiff ten dollars damages and her costs herein assessed at seven dollars and fifty-including the jury fee which she paid and costs that accrue, the Plaintiffs Costs shown in the margin of this case

J.P. McDowell J.P.

Plaintiff gave notice of an appeal.

Aug 30st 1895- I have received of the above judgment and Jury fee from G.A. Converse to my full satisfaction

Mrs Dessie Converse.

April 24th 1896 G.A. Converse paid Wm Ruley $10 and $1.50 fee in full

, 18 , the Defendant in the above case came and by his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, as surety for the above Stay of Execution on the above Judgment of against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this day of A. D. 18 } Stay of Execution expires J. P. } 18 . Am't then due $

, 18 . Issued an Execution for returnable , 18 , and delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the 20th day of August A. D. 1895, the said Dessie B. Converse obtained a judgment against the said G. A. Converse on the docket of J. P. McDowell J. P. for ten Dollars and cents and costs taxed at one and a half dollar and the said G. A Converse intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, W. H. Vantilburg of Union County, do hereby promise and undertake to the said Dessie B. Converse in the sum of fifty Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay. W. H. Vantilburg

Executed and acknowledged before me, and surety approved this 17th day of August A. D. 1895

J. P. McDowell J.P.

THE STATE OF OHIO,
Union COUNTY, SS.

IN JUSTICE'S COURT,

E. L. Barrett & Son, Publishers, Springfield, Ohio.

Barney Kinty

Pl'ffs.

vs.

S. Darrow

Def'ts.

Judgment, $

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit		40		
Order of				
Undertaking on appeal		40		
Subpœna Names				
Swearing 5 Witnesses		25		
Adjournment				
Filing / Papers		5		
Record 400 Words		60		
Judgment		40		
Satisfaction				
Bail for Stay				
Execution and Filing				
Sitting		1.00		
Trans. and Certificate				
Arbitrator's fees		225		
		5.50		
CONSTABLE'S FEES.				
Sum., Serv., and Mileage 7 @ 10		70		
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				
WITNESSES.				

Before J. P. McDowell Justice of the Peace.

No. 95

Amount Claimed, $300

August 13th. 1895

The Plaintiff filed his bill of particulars which is in substance as follows: Plaintiff says his cause of action is this That on or about the 5th day of August A.D. 1895 Hes and defendant entered into a written contract, under the terms of which this defendant purchased of him the tools & fixtures, at that time being in use of Plaintiff in operating the laundry business in Plain City Ohio, and for which defendant was to pay him the sum of $175.00. That $75.00 of said purchase money was to be paid him by defendant the 9th day of August inst 1895 and $100. within ninety days thereafter, and further under the terms of said contract did employ Plaintiff to operate said laundry business for him for the period of one year from the time of taking possession of said tools and fixtures, and was to pay plaintiff for his services so rendered the sum of ten dollars per week, That defendant has neglected and refused to comply with his part of said contract, to the great damage of this plaintiff, who by reason of defendants not complying with his contract claims that he has been damaged in the sum of three hundred dollars, for which said sum Plaintiff prays judgment against this defendant and also the costs of suit. (signed) Barney Kinty

By his counsel H M Rouse

Issued summons for defendant returnable August 19th 1895 at 9 A M

Return of Summons

Received this writ Aug 13th 1895 and on the same day served the same on the defendant by copy

fees service 25¢ Copy 25¢ Mileage 20 = 70¢

(signed) John Riley Constable

On the return day parties agreed to submit the differences as above stated to two arbitrators.

The plaintiff chose J. R. Guy, the defendant chose C. M. Jones they Being Present were sworn. The parties also agreed to present their evidence in writing without Pleas. August 19th 1895 at the set for the arbitrators to meet the parties met and submitted their cases in writing to the arbitrators which they took together with the contract between the parties and they considered the case but could not agree so they called in S. H. Ballenger as umpire who decided and brought in the the award of which the following is a copy with the usual heading

RT, FOR Jerome TOWNSHIP.

We the undersigned arbitrators chosen by the parties in the above case this day met before said Justice and were duly qualified after reading the testimony and the allegations of the parties we did and do award & adjudge that the plaintiff had no cause of action against the defendant. And that he pay back to the defendant the five dollars already received and also half the cost of the above suit and the defendant the other half and that judgment be entered accordingly.
Given under our hands this 19th day of August A.D. 1895
(signed) C.M. Jones
W. J. Ballenger umpire

Therefore it is considered by me that the ~~Plaintiff~~ Defendant recovers from the plaintiff five dollars ~~already paid~~ and that he also pay one half the costs ~~and the~~ costs of the case and that the defendant pay the other half of the costs as shown in the margin of this case
This 19th day of August A.D. 1895 J P McDowell J.P.

August 26th 1895- ~~Plaintiff~~ ~~Defendant~~ ~~had~~ ~~filed~~ his appeal undertaking made and ordered a transcript and also filed affidavit on appeal.

, 18 . the Defendant in the above case came and by his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, as surety for the above Stay of Execution on the above Judgment of against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this day of A. D. 18 } Stay of Execution expires
J. P. } 18 . Am't then due $

, 18 . Issued an Execution for returnable , 18 , and delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the 19th day of August A. D. 1895 . the said S. Darrow obtained a judgment against the said Barney Kinty on the docket of J P McDowell J. P. for five Dollars and cents, and costs taxed at Two and 70/100 Dollars and the said Barney Kinty intends to appeal therefrom to the Court of Common Pleas of Union County. Now, therefore, I, J. R. Guy of Union County do hereby promise and undertake to the said S. Darrow in the sum of fifty Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

J R Guy

Executed and acknowledged before me, and surety approved this 26th day of August A. D. 18 95
J. P. McDowell J. P.

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THE STATE OF OHIO,
Union COUNTY, SS.

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

G I Arnold

Pl'ffs.

vs.

Wm Harper

Def'ts.

Judgment, $

Before J. P. McDowell Justice of the Peace.

No. 96 Amount Claimed, $

August 20th 1895

The Plaintiff filed his bill of particulars which is in substance as follows: The undersigned G.T. Arnold a resident of the County of Union Ohio, doth hereby make ~~oath~~ his own plaint to you against one Wm. Harper for this that the said Wm Harper 10th day of August in the year 1895 and doth still unlawfully and forcibly detain from the undersigned possession of the following premises situate in the township of Jerome in said County of Union and discribed as follows: the one and one half story dwelling story dwelling situated on lot number 47 in the town of Arnold of Union County and State of Ohio The said Wm Harper entered upon said premises as the tenant of the undersigned ~~and from~~ the leave therefor expired at the time herein first mentioned and from that time the said Wm Harper hath unlawfully and forcibly held over his said term

On the 15th day of August in the year 1895 the undersigned served upon said Wm Harper as required by law, notice in writing to leave said premises. The undersigned asks process and restitution &c

dated this 20th day of August A.D. 1895

Geo T. Arnold

By his Counsel W.M. Rouse

Issued summons for defendant on the same day and gave it to John Riley Constable. Returned same day.

I received this writ August 20th 1895 and served the same on the within named Wm Harper the same day by copy at his residence. service 25 mileage 45 Copy 25 total 95¢

Signed John Riley Constable

Aug. 23rd 1895 Time set for trial plaintiff appeared and defendant failed to appear and for one hour thereafter. The plaintiff and a Mr. Brobeck were sworn and testified and from said testimony I find that the plaintiff a right to the possession of said property

It is therefore considered by me that plaintiff have restitution of the premises mentioned and described in his complaint and recover of said defendant his costs herein taxed at $4.35 as per itemt in the margin of this case. J P McDowell J.P.

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing 2 Witnesses		10		
Adjournment				
Filing 2 Papers		10		
Record 200 Words		30		
Judgment		40		
Satisfaction				
Bail for Stay				
Execution and Filing				
sitting		100		
Trans. and Certificate		215		
CONSTABLE'S FEES.				
Sum., Serv., and Mileage 1 Copy		95		
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial		100		
Sum., Jury and Mileage		195		
Copies				
Ex. and Per Cent.				
WITNESSES.				
Mr. Brobeck 25				

RT, FOR Jerome TOWNSHIP.

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Dowell J.P.

Case of Christ Durban against John Glass Continued from page 243.
Therefore it is considered by me that the defendant recover from the plaintiff herein the sum of three hundred dollars Debt and his costs herein taxed at $13.85 and interest and costs that accrue
Received from John Glass $2.50 Justice and constables costs made by defendant

Durban paid D Kaiser 1.30 J. Keahles 1.80 H. A. Elsey 1.30. J. H. Rose 1.40

_____, 18____, the Defendant in the above case came and by _____ his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, _____ as surety for the above Stay of Execution on the above Judgment of _____ against _____ do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

_____, Surety.

Taken by and signed and acknowledged before me, and surety approved, this _____ day of _____ A. D. 18____ } Stay of Execution expires _____ J. P. } 18____. Am't then due $_____

_____, 18____. Issued an Execution for _____ returnable _____, 18____, and delivered the same to _____, Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the _____ day of _____ A. D. 18____, the said _____ obtained a judgment against the said _____ on the docket of _____ J. P. for _____ Dollars and _____ cents, and costs taxed _____ and the said _____ intends to appeal therefrom to the Court of Common Pleas of _____ County. Now, therefore, I. _____ of _____ do hereby promise and undertake to the said _____ in the sum of _____ Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this _____ day of _____ A. D. 18____

J. P.

John Robinson

vs

James Patch & Harman Patch Sen.

Filed Aug. 17th 1895
J. P. McDowell J.P.

Judgment had on the within note this 14th day of Sept. A.D. 1895 for $17.80 Debt and $3.10 and interest and costs that accrue
J. P. McDowell J.P.

$71
8 3
7 31

$ 16

April the 12 1894

Six months ~~days~~ after date we promise to or either of us pay to the order of John Robinson

Sixteen Dollars

100

at ~~6~~ percent interest ~~till paid~~

Value received

James Pattle

No. _____ Due _____

Harware Store

240

THE STATE OF OHIO,
Union COUNTY, SS.)

IN JUSTICE'S COURT,

1-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

John Robinson

Pl'ffs.

vs.

James Patch and
Harmon Patch

Def'ts.

Judgment, $17.80

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons	50			
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment	20			
Filing 2 Papers	10			
Record 100 Words	15			
Judgment	40			
Satisfaction	20			
Bail for Stay				
Execution and Filing	45			
Trans. and Certificate	paid			

CONSTABLE'S FEES.				
Sum., Serv., and Mileage 4 copies	1	55		
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				

WITNESSES.

Before J. P. McDowell Justice of the Peace.

No. 47 Amount Claimed, $17.80

August 17th 1895

The Plaintiff filed his bill of particulars which is in substance as follows: D. 16. April the 12 1894
Six months after date we or either of us promise to pay to the order of John Robinson sixteen dollars at 8 per cent interest til paid Value received (signed) James Patch
Harmon Patch sr.

Sept 3rd 1895 I issued summons for the two defendants returnable Sept. 7th 1895 at 10 A.M.

Return

I received this writ Sept. 3rd 1895 and served the same on the within named James Patch and Harman Patch Sen. on Sept. 4th 1895 by copy Service 50, mileage 55, copies 50 total $1.55
(Signed) John Riley Constable

On the return day The defendant James Patch came and asked that the case be continued until Sept. 14th 1895 one oclock P.M. as Harmon Patch Sen was sick which I granted, Case is continued to that time

September 14th 1895 Time set for trial neither of the parties appeared. The plaintiff had left his promissory note as his evidence in the case The defendant did not appear and offer any evidence in the case and for one hour after the time for said trial.
Therefore it is considered by me, this 14th day of September, A. D. 1895; that the plaintiff recover of the defendants the sum of seventeen and 80 dollars debt and the costs herein taxed as in the margin of this case and interest at 8% and costs that accrue

J. P. McDowell J.P.

Issued execution Oct. 18th 1895 for $21.50 made returnable Nov. 17th
returned Nov 9th 1895 cash received $23.57 Poundage 1.06 service 40 mileage 55 = 2.01
turned over to Justice $19.95
Paid to John Robinson $18.00

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RT, FOR Jerome TOWNSHIP.

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, 18 , the Defendant in the above case came and by

his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, as surety for the above Stay of Execution on the above Judgment of against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this day of A. D. 18 J. P. } Stay of Execution expires 18 . Am't then due $

, 18 . Issued an Execution for returnable , 18 , and delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said obtained a judgment against the said on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

242

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Christian Durban

Pl'ffs.

vs.

John Glass

Def'ts.

Judgment, $

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit		40		
Order of Attachment		40		
Undertaking				
Subpœna 1/2 Names		50		60
Swearing Witnesses				
Adjournment		20		
Filing 4 Papers		10		10
Venire for Jury				40
Record 800 Words		60		60
Judgment		40		
Satisfaction				
Bail for Stay				
Execution and Filing				
Trans. and Certificate				
Appraisers fee	2	00		
Jury fee			3	00

CONSTABLE'S FEES.		
Sum., Serv., and Mileage		
Sub., Serv., and Mileage 70 on writ 1 mileage	7	70
Sum. Appraisers	1	00
Schedule and Bond		
Serv. Garnishee		
Att. Trial	1	00
Sum., Jury and Mileage	1	20
Copies		
Ex. and Per Cent.		

WITNESSES.		
Sim Hager paid	1 30	Paid
Dan Kaiser	1 30	"
H. Huffman	1 30	"
Jas. Keehler	Pd	1 30
Christ Glass		2 30
Fred Glass		1 80
Geo. Durban		85

Before J P M Dowell Justice of the Peace.

No. 99 Amount Claimed, $ 300

Sept. 11th 1895

The Plaintiff filed his bill of particulars which is in substance as follows: Plaintiff say that defendant is justly indebted to him in the sum of three hundred dollars balance due on Book account for labor performed by plaintiff for defendant at his request in the years 1893 & 1895 inclusive.

Therefore Plaintiff Prays judgment against his defendant for said sum of three hundred dollars, and costs of suit. (Signed) Christian Durban

By his Counsel H. M. Rouse

Copy of affidavit in attachment

The plaintiff Christian Durban being duly sworn says that John Glass the defendant is justly indebted to ~~him~~ said plaintiff for balance due on book account for labor performed, that said claim is just: That he believes said plaintiff ought to recover thereon the amount of three hundred dollars: The property sought to be attached is not exempt from execution: That said property is not the personal earnings of said defendant for services rendered within three months prior to the Commencement of this action of this action: That the defendant is not the head and support of a family, and has not in good faith the maintenance and support of a ~~family~~ widowed mother wholly dependant on him for support: And that said defendant John Glass is a non resident of Union County ~~Ohio~~ State of Ohio

(Signed) Christian Durban

On the same day I issued a summons and writ of attachment returnable Sept. 18th 1895 and gave them to John Riley Constable

Return of summons

I could not find the defendant John Glass in my County wherein to make service mileage 30 cts (signed) John Riley Con.

Return of writ

I received this writ Sept 11th 1895 and on the same day at half past ten o'clock A.M. I went to the place where the property described in an inventory and appraisement herewith returned ~~and appraisement~~ was found and in the presence of S. H. Ruhlen and T. T. Kilberry I attached said property, and with S. H. Ruhlen

RT, FOR Jerome TOWNSHIP.

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and I. J. Kilbury two householders of said County ~~I attached said property~~ made a true inventory and appraisement of said property which is herewith returned, I could not find the defendant in my county on whoom to make service fees service 40¢ sum & swearing appraisers $1.00 mileage 30¢ total $1.70

(signed) John Riley Constable

Sept 18th 1895 Time for trial having arrived the plaintiff having appeared and after waiting one hour the defendant failed to appear and it appearing from the return of the summons that summons could not be had in Union County upon defendant, plaintiff asked that the case be put off 10 days for publication Case is adjourned to Oct 28th 1895 at 9 A.M. for publication

Motion of Defendant Oct 10th 1895

Now comes said defendant, and waives the issue and service of Process upon him in this case and voluntarily enters his appearance herein.

This defendant does not waive trial by jury, but now demands that a jury may be drawn according to law to try the issues in this case. (signed) John Glass

this 10th day of October A.D. 1895 By Watson & Thrasher his Attys

Jury drawn by parties on the same day as follows, Jurors E. L. Artz, I. E. Kilbury S. B. McCullough, Dan Taylor, Clark Rickard and Jasper Converse for whom I issued venire issued subs for both parties as per precipes on file case set for Oct 15th A.D. 1895 J.P. J. McDowell J.P.

at which time parties appeared jury called and only 3 present, to-wit S. B. McCullough Clark Rickard and Jasper Converse. John Boner was chosen as talesman, parties agreed to to try the case with the 4 jurymen who were then sworn. Plaintiff, Mr. Kaiser W. A. Elgy and Mr. Hager were sworn and testified for the plaintiff. Defendant, Chris Glass, Fred Glass, Andrew Huffman, Lew Durban & John Kohler were sworn and testified for the defense after hearing the testimony the was given to the jury who brought in the following verdict, to-wit; We the jury do find and assess the plaintiffs claim against the defendants to the sum of $869.34/100 dollars. We do further find and assess the defendants set off herein against the plaintiff herein to the sum of 769.34 dollars, leaving the amount of the recovery of the defendant herein of $100 dollars (signed) Jasper Converse Forman

, 18 , the Defendant in the above case came and by his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, as surety for the above Stay of Execution on the above Judgment of against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this day of A. D. 18 J. P. } Stay of Execution expires 18 . Am't then due $

Oct 21" , 1895. Issued an Execution for Eleven dollars & Eighty five cents returnable Nov 20" , 1895, and delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Continued on page 239.

Whereas, on the day of A. D. 18 , the said obtained a judgment against the said on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

completion of the work
This affiant claims the statutory mechanics
lien on the premises, on said structure
and the lot upon which it stands, from
the date of the first item of the account

F. W. Courtright

Subscribed me this 21st June A.D. 1895
Presence J. W. McDowell J.P.

F. W.

J. B. Arnold
To.

F. W. Courtright
Mechanics Lien

Filed June 21-1895.
at 10 30 Oclock A.M.
Recorded July 23 1895 in Mech
County Records of Lewis Volume 4
Page 46
60 & N.P. A. H. Goodwin
County Recorder

J. Robinson Henry Co.

F. W. Courtright
Vs
J. B. Arnold
Lien
Filed Sept. 21st 1895
J. W. McDowell J.P.

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24.45

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The state of Ohio Union County, ss.

F. W. Courtright being duly sworn according to law Deposes and says that the following is a correct account of the value of the work performed according to contract made and entered into, together with the dates when finished and the credits for the payments made

The labor was performed by J. B. Arnold and finished February 28th 1895 for the sum of $40.00

Credits by cash

March	10th	$2.00
"	20th	12.00
Apr	2d.	.35
"	27th	2.00
		~~$16.35~~
		$23.65

Interest $23.65

Amount due June 7th $24.30

Justice fee

The work to the amount above stated was applied in the construction of a store building for said J. B. Arnold upon a lot at Arnold station on the ~~South~~ East side of the Toledo and Ohio Central Railroad in Jerome township Union County Ohio. The said labor was performed under a contract not in writing which contract was completed Feb. 28th 1895 for which payment was to be made on the

THE STATE OF OHIO,
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

F. W. Courtright

Pl'ffs.

vs.

J. B. Arold

Def'ts.

Judgment, $

JUSTICE'S FEES.	Piff's Cost. Dols.	Piff's Cost. Cts.	Def'ts Cost. Dols.	Def'ts Cost. Cts.
Summons				
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing / Papers		5		
Record 300 Words		30		
Judgment		40		
Satisfaction				
Bail for Stay				
Execution and Filing				
Trans. and Certificate				

CONSTABLE'S FEES.
Sum., Serv., and Mileage
Sub., Serv., and Mileage
Sum. Appraisers
Schedule and Bond
Serv. Garnishee
Att. Trial
Sum., Jury and Mileage
Copies
Ex. and Per Cent.

WITNESSES.

Before J. P. McDowell Justice of the Peace.

No. 100 Amount Claimed, $ 20,

Sept. 21st 1895

The Plaintiff filed his or lien bill of particulars which is in substance as follows: The State of Ohio Union Count, ss.

F. W. Courtright being duly sworn according to law deposes and says that the following is a correct account of the value of the work performed according to contract and entered into, together with the dates when finished and the credits for the payments made. The labor was performed for J. B. Arold and finished February 28th 1895 For the Sum of $40.00 Credits by cash

March 10th $2.00
" 20th 2.00
Apr. 2" 35
" 27" 2.00
$6.35

interest $23.65
.15
23.80
Amount June 7th 60
Justice $24.30

The the amount above stated was applied in the construction of a store building for said J. B. Arnold upon a lot at Arnold Station on the East side of the Toledo and Ohio Central Railroad in Jerome township Union County Ohio, The said labor was performed under a contract not in writing which contract was completed Feb. 28th 1895 for which payment was to be made on the completion of the work This affiant claims the statutory mechanics lien in the premises on said structure and the lot upon which stands from the date of the first item of the account

Signed F. W. Courtright

Sworn to and subscribed in my presence this 7th day of June A.D. 1895.

J. P. McDowell J.P.

Sept. 30th A.D. 1895 defendant came and waived process and entered his appearance herein and upon settlement with the plaintiff agreed to confess for the amt.

RT, FOR Jerome TOWNSHIP.

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of $20.00 and costs of suit
Therefore it is considered by me this 30th day of September A.D. 1895, that the plaintiff recover from the defendant the sum of twenty dollars debt and the costs here in taxed at ninty cent and Costs that accrue

J. P. McDowell J.P.

, 18 , the Defendant in the above case came and by his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, as surety for the above Stay of Execution on the above Judgment of against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this day of A. D. 18 . J. P. } Stay of Execution expires 18 . Am't then due $

, 18 . Issued an Execution for returnable , 18 , and delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said obtained a judgment against the said on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

246

THE STATE OF OHIO,
Union COUNTY, SS.

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

John H. Hughes

Pl'ffs.

vs.

Robt H. Purdum

Def'ts.

Judgment, $30.

Before J. P. McDowell Justice of the Peace.

No. 101 Amount Claimed, $42.34

Nov. 1st 1895

The Plaintiff filed his bill of particulars which is in substance as follows:

Robt. W. Purdum.

In acct with John H Hughes

1895	$ cts Cr	$ cts Dr
Aug 30 Total Clm for labor		55 00
Sept 4" 2½ days labor @ 60cts		1 50
" 6" 67 shocks corn cutting @ 2cts		1 34
" 7" credit by cash	6 00	
" 27" 1 Coat	4 50	
Oct 19" cred. Cash	5 00	
	15 50	57 84

Amount due $57.84
Rec'd 15.50
42.34

Issued summons same day returnable Nov. 6" at 1 P.M.

Return of summons

Received this writ Nov. 2" 1895 and served the same on the within named Robert W. Purdum by copy at his residence by copy Nov 2" constables fees service 25 mileage 55 copy 25" Total $1.05 (Signed) John Riley constable

Parties appeared and adjusted all differences To date and plaintiff agreed that the defend-ant might confess judgment to the amount of thirty dollars which he did

Therefore it is ~~agreed~~ considered by me this 6th day of November A.D. 1895, that the plaintiff herein recover from the defendant by confession the sum of thirty dollars debt and his costs herein taxed in the margin of this case and costs that accrue J. P. McDowell J.P.

Nov 12" Rec'd on the above $12.65

Nov 18th 1895 Rec'd $20 balance of above Judgment & cost

Nov 20th Rec'd of J. P. McDowell J.P. $30. to my full satisfaction on above judgment

J. H Hughes

JUSTICE'S FEES.	Pl'ff's Cost. Dols. Cts.	Def'ts Cost. Dols. Cts.
Summons	25	
Affidavit		
Order of		
Undertaking		
Subpœna Names		
Swearing Witnesses		
Adjournment		
Filing 9 Papers	10	
Record 100 Words	15	
Judgment	40	
Satisfaction	20	
Bail for Stay		
Execution and Filing		
Trans. and Certificate		
	1 10 Paid	

CONSTABLE'S FEES.	
Sum., Serv., and Mileage 40 cpy	1 05 Paid
Sub., Serv., and Mileage	
Sum. Appraisers	
Schedule and Bond	
Serv. Garnishee	
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WITNESSES.

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, 18 , the Defendant in the above case came and by
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good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,
as surety for the above Stay of Execution on the above Judgment of
against do hereby promise and undertake to pay the amount
of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this
day of A. D. 18 } Stay of Execution expires
J. P. } 18 . Am't then due $

, 18 . Issued an Execution for
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delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of
A. D. 18 , the said
obtained a judgment against the said
on the docket of J. P.
for Dollars and
cents, and costs taxed
and the said
intends to appeal
therefrom to the Court of Common Pleas of
County. Now, therefore, I,
of do hereby
promise and undertake to the said
in the sum of
Dollars,
that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

248

THE STATE OF OHIO,
Union COUNTY, SS.

IN JUSTICE'S COURT,

512 E. L. Barrett & Son, Publishers, Springfield, Ohio.

Esley Patch

Pl'ffs.

vs.

H.L. Green

Def'ts.

Judgment, $ 6 20

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons	25			
Affidavit				
Order of				
Undertaking				
Subpœna 1 Names	25			
Swearing 3 Witnesses	5		15	
Adjournment	20			
Filing 1 Papers	10			
Record 200 Words	30			
Judgment	40			
Satisfaction				
Bail for Stay	4			
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Trans. and Certificate				

CONSTABLE'S FEES.				
Sum., Serv., and Mileage 1 Copy	1	05		
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Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent				

Paid

WITNESSES.				

Before J.P. McDowell Justice of the Peace.

No. 102 Amount Claimed, $18.20

Nov. 27th 1895

The Plaintiff filed his bill of particulars which is in substance as follows: Plaintiff says that the defendant is justly indebted to him in the sum of $16.20 Balance due account as itemized hereunto attached and made a part of this bill of Particulars and marked Exhibit (A)

Therefore plaintiff prays judgment against this defendant for said sum of $18 20/100 and also costs of suit. (Signed) Esley Patch

By his Counsel H.M. Rouse

On the same day issued Summons for defendant returnable Dec, 2" at 1 P.M.

Return of Summons

I received this Nov. 27th 1895 and served the same on the within named H.L. Green Nov, 28th 1895 by copy at his residence

Constable's fees service 25 mileage 55 copy 25 Total $1.05 Signed John Riley Constable

At the time set for trial Parties met case called Plaintiff not ready for trial as he wished to get the evidence of Pearl Patch and asked that the case be adjourned Case adjourned until Dec 7th 1895 at 8 o'clock A.M Defendant the indebtedness

Issued subpoena for Pearl Patch and gave it to plaintiff

At the adjourned time for trial Parties met and trial was had. Plaintiff was sworn and testified, he called Pearl Patch who demanded his fee before he would be sworn which the plaintiff was not able to grant and dispensed with his testimony

The defendant his wife and John Hinds were sworn and examined for the defense

After hearing the testimony and considering the same I find the defendant indebted to the Plaintiff eight dollars and 20 Cents

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Therefore it is Considered by me that the Plaintiff recover from the defendant eight and 20/100 dollars and his costs as taxed at three and 55/100 dollars and interest and costs that accrue

J P McDowell J.P.

Dec. 25th 1895 Received of the above judgment and costs in full of H. L. Green

J. P. McDowell J.P.

Dec 25th 1895 Rec'd of J P McDowell J P $8.20/100 in full of the above Judgment

H. L. Green
Atty for Plaintiff

, 18 , the Defendant in the above case came and by his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, as surety for the above Stay of Execution on the above Judgment of against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this day of A. D. 18 } Stay of Execution expires
J. P. } 18 . Am't then due $

, 18 . Issued an Execution for returnable , 18 , and delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said obtained a judgment against the said , on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

AFTER 5 DAYS, RETURN TO
H. J. KING & SON
DEALERS IN
Buggies, Wagons and Coal
BELLEFONTAINE, OHIO

BELLEFONTAINE MAR 4 5-PM 19 10 OHIO

U.S. POSTAGE TWO CENTS

Mr. Porter McDowell
Plain City
Ohio

Justice of Peace

PLAIN CITY, O.
MAR
5
REC'D

H. J. King
vs
Grant & Ida Kilbury

Filed July 1, 1895
J. P. McDonald J. P.

Judgment had on the within note Dec 3, 1895 for seventy eight and 4/100 dollars debt and $3.01 costs
J. P. McDonell J. P.

15/13

Louise Dunn

H. J. King

BELLEEAN (MAINE)

The Pe...

Pay to the ... Order

679

$70 00/100

Bellefountaine Ohio June 13 1892

Twelve Months after date we promise to pay to the order of H. D. Kilbury

Seventy ... Dollars

at 8 per cent after Maturity

Value received,

No. Due

People's Nat'l. Bank, Coll. No. 1834 Bellefontaine, O.

Grant Kilbury

Ida Kilbury

250

THE STATE OF OHIO,
Union COUNTY, SS.)

IN JUSTICE'S COURT,

The E. L. Barrett & Son, Publishers, Springfield, Ohio.

H. J. King

Pl'ffs.

vs.

Grant Kilbury and
Ida Kilbury

Def'ts.

Judgment, $78.40

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons	50			
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment	20			
Filing 2 Papers	10			
Record 200 Words	30			
Judgment	40			
Satisfaction	25			
~~Mortgage given in~~ Bail for Stay	40			
Execution and Filing	2	10		
Trans. and Certificate				

CONSTABLE'S FEES.				
Sum., Serv., and Mileage	1	30		
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
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WITNESSES.

Before J. P. McDowell Justice of the Peace.

No. 103 Amount Claimed, $78.12

July 1st 1895

The Plaintiff filed his bill of particulars which is in substance as follows: Copy of note

$70.00 Bellefontaine Ohio June 15th 1893
Twelve months after date we promise to the order of H. J. King, Seventy dollars at 8 per cent interest after maturity.
Value received (Signed) Grant Kilbury
Ida Kilbury

Nov. 21st 1895 Issued summons and gave it to John Riley Constable, returnable Nov. 26th at 1 o'clock P. M.

Return

I received this writ November 21st 1895 and served the same on the defendant by leaving certified copy on the within named Grant Kilbury & Ida Kilbury at their residence Service & return 50¢ copies 50¢ mileage 3 miles 30¢ total $1.30 (Signed) John Riley Constable

At the time set for trial the defendant came and asked that the case be adjourned for a few days for the purpose of corresponding with the plaintiff about settlement of the case
adjourned till Dec 3rd 1895 7 P. M.

Dec. 3rd 1895 Parties failed to appear at the time set for trial, and after waiting one hour Plaintiff's note being on file as plaintiff's evidence in the case.

It is considered by me that the plaintiff herein recover from the defendants Grant and Ida Kilbury the sum of seventy eight dollars and forty cents and the costs as taxed in the margin of this case and interest at eight per cent and costs that accrue

J. P. McDowell J. P.

RT, FOR Jerome TOWNSHIP.

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, 18 , the Defendant in the above case came and by his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, as surety for the above Stay of Execution on the above Judgment of against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this day of A. D. 18 J. P. } Stay of Execution expires 18 . Am't then due $

, 18 . Issued an Execution for returnable , 18 , and delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said obtained a judgment against the said on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO,
COUNTY, SS.

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Hoosier Drill Co

Pl'ffs.

vs.

Grant Kilbury and Ida Kilbury

Def'ts.

Judgment, $

JUSTICE'S FEES.		Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons			50		
Affidavit					
Order of					
Undertaking					
Subpœna	Names				
Swearing	Witnesses				
Adjournment			20		
Filing 2	Papers		10		
Record 300	Words		45		
Judgment			40		
Satisfaction					
Bail for Stay					
Execution and Filing			1.65		
Trans. and Certificate					

CONSTABLE'S FEES.			
Sum., Serv., and Mileage	Co fy	1	30
Sub., Serv., and Mileage			
Sum. Appraisers			
Schedule and Bond			
Serv. Garnishee			
Att. Trial			
Sum., Jury and Mileage			
	Copies		
Ex. and Per Cent.			

WITNESSES.

Before J. P. McDowell Justice of the Peace.

No. 104 Amount Claimed, $31.80

Nov. 1st 1895

The Plaintiff filed their bill of particulars which is in substance as follows: Two promissory notes Copies of

No. 30790 in red ink Richmond Ind. June 1st 1894

On or before the first day of Janry 1895 the subscriber of Plain City P.O. Madison County and state of Ohio Promise to pay to the order of Hoosier drill Co, Twenty seven & no/100 dollars Payable at Famer's Bank Plain City Ohio Ohio with interest a 6 per cent from date until paid and attorney fees without relief from valuation or appraisement laws, for value received. The drawers and endorsers Severally waive Presentment for Paymen protest, and notice of Protest and non payment of this (signed) Grant Kilbury

$27.00 Ida Kilbury

Indorsed Mar. 22 1895 Paid on within twenty five dollars

(No. 30791) Richmond Ind. June 1st 1894

On or before the first day of Oct. 1895 the Subscriber of Plain City P.O. Madison County and state of Ohio promise to pay to the order of Hoosier drill Co. twenty six & 70/100 dollars. Payable at Farmer's Bank Plain City Ohio with interest at 6 per cent from date until Paid (signed) Grant Kilbury

$26.70/100 Ida Kilbury

Issued summons Nov 21st 1895

returnable Nov. 26 1895

Return

I received this writ November 22 and on Nov. 22 1895 served the same on the defendants by leaving certified copy at their residence, on the within named Grant Kilbury & Ida Kilbury service & return .50 Copies 50c mileage 30c (signed) John Riley Constable

On the return day defendant came and asked that the case be adjourned till Dec. 4th which I granted

RT, FOR Jerome TOWNSHIP.

Time set for trial defendant Grant Kilbury came and stated that he could pay the debt in a few days or at least a part of it so I adjourned the case till Dec. 1895 when he came and paid $27. on the judgment and costs. Sent $25. to plaintiff on the 6th of Dec. Rec'd bal. and costs Apr. 9th 1896. 10.00 and sent nine dollars to pl'ff Same do

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, 18 , the Defendant in the above case came and by

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STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires
J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P.
for Dollars and
cents, and costs taxed
and the said
intends to appeal
therefrom to the Court of Common Pleas of
County. Now, therefore, I,
of do hereby
promise and undertake to the said
in the sum of
Dollars,
that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

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3.5
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100
175

Ag Murray Vs Wm Vanbuskirk

Aug 15th 1 days work

" 16th 1 " "

" 17th ½ " "

" 19th 1 " "

" 20th 1 " "

" 21st 1 " "

" 23rd 1 " "

" 24th 1 " "

" 25th 1 " "

8½ days at $1.25 per day

amounting to $10.62

THE STATE OF OHIO,
Union COUNTY, SS.)

IN JUSTICE'S COURT,

F 42. E. T. Barrett & Son, Publishers, Springfield, Ohio.

John Robinson

Pl'ffs.

vs.

Mary Briggameyer
Briggameyer

Def'ts.

Judgment, $

Before J P McDowell Justice of the Peace.

No. 185 Amount Claimed, $

January 2d 1896

The Plaintiff filed his complaint in forcible detainer bill of particulars which is in substance as follows: To J. P. McDowell a justice of the peace in and for Jerome township Union County Ohio

The undersigned John Robinson a resident of Union County doth hereby his complaint to you against Mary Briggameyer and Briggameyer her husband for this that the said Mary Briggameyer and Briggameyer ever since the 23d day of December A.D. 1895 and still doth unlawfully and forcibly detain from the possession of the undersigned the following premises situate in the township of Jerome and County of Union and described as follows: to wit: Lots No. 5 and 6 in the plat of Arnold City Union County Ohio as known and numbered and recorded on the recorded plat thereof in the Recorder's office of Union County Ohio,

And which said premises were, by virtue of an execution issued upon a judgment rendered against said Mary Briggameyer in favor of John Robinson at the September term of the Common Pleas Court in and for said County of Union, duly sold to the undersigned, said sale has been examined by said Court of Common Pleas and adjudged legal, and a deed duly executed to the undersigned by the Sheriff of said county accordingly, At the time of the rendition of said judgment the said Mary Briggameyer was in possession of said Premises

On the 24th day of December 1895. the undersigned duly served on the said Mary Briggameyer and Briggameyer as required by law notice in writing to leave said premises

The undersigned asks Process and restitution

Dated this 2nd day of January A.D. 1896

(Signed) John Robinson

On the 2nd day of Jan. 1896 issued summons and on the 3d. day of Jan. gave it to it to John Riley Constable returnable Jan. 6th 1896 at 1 P.M.

JUSTICE'S FEES.	Pltf's Cost. Dols.	Pltf's Cost. Cts.	Def'ts Cost. Dols.	Def'ts Cost. Cts.
Summons		50		
Affidavit				
Order of Undertaking				
Subpœna Names				
Swearing / Witnesses		5		
Adjournment				
Filing 2 Papers		10		
Record 400 Words		60		
Judgment		40		
Satisfaction				
Bail for Stay				
Execution and Filing				
Issuing Restitution Trans. and Certificate & filing		45		
CONSTABLE'S FEES.				
Sum., Serv., and Mileage		1.40		
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				
Writ of restitution		5.60		
WITNESSES.				

RT, FOR Jerome TOWNSHIP.

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Constables return
Received this writ January 6 1896 and served the same on within named Mary Briggameyer & Husband the same day by copy at their residence fees service 50c mileage, 40 Copies 50 total $1.40 (Signed) John Riley Constable

At the time set for trial the Plaintiffs appeared and the defendants failed to appear and for one hour thereafter. Plaintiff demanded trial, trial had plaintiff was sworn and testified and left a statement and placed it on file showing that a deed from the Sheriff of Union County had ~~left~~ sold the above described property to John Robinson and he had left said deed with the Recorder for Record. Statement Signed by A H Goodwin Recorder of Union County From said testimony I find that the Plaintiff has right to Immediate possession of said Property

Jan. 6th 1896

It is therefore considered by me, that the said plaintiff have restitution of the premises mentioned and described in his Complaint and recover of said defendant the costs taxed at $3.50 as per items in the margin of this case J.P. McDowell J.P.

On the same day I issued writ of restitution returnable Jan. 16th 1896 returned Jan 16th 1896 Had to engage two assistants in carrying the goods to road service 40c mileage 1.20 extra work 1.00, two assistants $3.00 total $5.60

(Signed) John Riley Constable

, 18 , the Defendant in the above case came and by his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, as surety for the above Stay of Execution on the above Judgment of against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this day of A. D. 18 } Stay of Execution expires
J. P. } 18 . Am't then due $

, 18 . Issued an Execution for returnable , 18 , and delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said obtained a judgment against the said on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

Oskaloosa Ia Jan 7th 1896.

Mr. McDowell J.P.

Please allow Daniel Anderson to put my name on the Docket Bail in regard to the Charley Sherwood note.

Malinda Anderson.

Mrs Amanda Sherwood
Vs
Daniel Anderson & Joseph Norris
Filed Jan 1-1896
J.P. McDowell J.P.

Jan. 7th 1896. "
Judgment had on within
debt
for $0.29 and $3.80 costs
and costs that accrue

$50,00

March 4th 1865

Nine months after date I promise to pay to the order of Charley Sherwood the sum of Fifty 100 Dollars

at

Value received

24719

Daniel Anderson

Fostoria Ohio

No. ____ Due ____

D. O. Estendy

Ohio

Daniel Anderson

THE STATE OF OHIO,
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-92. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Mrs, Amanda Sherwood

Pl'ffs.

vs.

Daniel Anderson
& Joseph Norris

Def'ts.

Judgment, $50.29

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons	50			
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing 2 Papers	10			
Record 200 Words	30			
Judgment	40			
Satisfaction	20			
Bail for Stay	40			
Execution and Filing	45			
Trans. and Certificate	Paid			
CONSTABLE'S FEES.				
Sum., Serv., and Mileage 4 copies	2.10			
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage	Paid			
Copies				
Ex. and Per Cent.	3.72			
WITNESSES.				

Before J P McDowell Justice of the Peace.

No. 106 Amount Claimed, $50.29

January 7th 1896

The Plaintiff filed her bill of particulars which is in substance as follows: Copy of note

$50.00 March 2d. 1895—

Nine months after date I Promise to Pay to the order of Charly Sherwood the sum of Fift dollars

(Signed) Daniel Anderson
Joseph Norris

Indorsed on back of note; Chas Sherwood

Issued summons for defendants same day returnable Jan. 7th 1 P.M.

Return

I received this Jan 2d 1896 and served the same on the within named Daniel Anderson and Joseph Norris the same day by copy at their residence.

Constables fees service .50, mileage 1.10, copies .50 total $2.10 Signed John Riley Constable

Jan. 7th at the time set for Trial Parties appeared with the exception of Joseph Norris who failed to appear and one hour thereafter

The defendant Daniel Anderson confessed Judgment on ~~within~~ above described note as principal debtor

It is therefore considered by me that the plaintiff recover of the defendant Daniel Anderson as Principal debtor by confession and of Joseph Norris as surety in default, the sum of Fifty ~~Dollars~~ and 29/100 Dollars debt and her costs taxed at $2.80 and costs and interest at 6% that accrue. This 7th day of Jan, A.D. 1896

J P McDowell J.P.

Recd from J.P. McDowell J.P. $52.45 to any full satisfaction on above judgment this 10th day of October 1896

Amanda Sherwood

RT, FOR Jerome TOWNSHIP.

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January 7th, 1896, the Defendant in the above case came and by Malinda Anderson his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, Malinda Anderson as surety for the above Stay of Execution on the above Judgment of Amanda Sherwood against Daniel Anderson Def'd do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

Malinda Anderson, Surety.

Taken by and signed and acknowledged before me, and surety approved, this 7th day of January A. D. 1896 J. P. McDowell J. P.

Stay of Execution expires 18 . Am't then due $

~~September~~ 8th, 1896. Issued an Execution for fifty six and 25/100 dollars returnable October 24th, 1896, and delivered the same to John Riley, Constable.

Execution returned and endorsed as follows:

Sept 24th 1896 received this writ and Rec'd $60.42 cash from defendant, Poundage 47 2.42 service 40 mileage 20 cts Total $3.72 paid justice 5.4.60

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said obtained a judgment against the said on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

$42.50

Elijah K. Fox

vs

Esley Patch

Filed Jan 11th 1896

Judgment had on the within note Jan. 11th 1896 by confession for $42.25 and 80 cts costs & costs and interest at 8% of that accrue. J P McDowell J.P.

This note paid by Elijah K. Fox Jan. 2, 1896

Alfred Patch

$31 Par 144.

January 27 1892

Twelve Months after date We promise to pay to the order of L. D. & H. Kahler

Thirty four 100 Dollars

at Eight percent after Matured

Value received

Esley Patch

Elijah R. Dow

No. Due

Elijah K. Fox

V.S.

Ed ley Patch

Filed Jan. 11th 1896

J. P. McDowell

Plain City Ohio

Jan. 11th. 1896

Esley Patch in account with Elijah K. Fox

For rent of house and lot

Due January 1st 1896 $23.

THE STATE OF OHIO,
Union COUNTY, SS.

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Elijah K. Fox

Pl'ffs.

vs.

Esley Patch

Def'ts.

Judgment, $

JUSTICE'S FEES.		Piff's Cost. Dols.	Piff's Cost. Cts.	Def'ts Cost. Dols.	Def'ts Cost. Cts.
Summons					
Affidavit					
Order of					
Undertaking					
Subpœna	Names				
Swearing	Witnesses				
Adjournment					
Filing 2	Papers		10		
Record 200	Words		30		
Judgment			40		
Satisfaction					
Bail for Stay					
Execution and Filing					
Trans. and Certificate			55		
CONSTABLE'S FEES.					
Sum., Serv., and Mileage					
Sub., Serv., and Mileage					
Sum. Appraisers					
Schedule and Bond					
Serv. Garnishee					
Att. Trial					
Sum., Jury and Mileage					
Copies					
Ex. and Per Cent.					
WITNESSES.					

Before J P McDowell Justice of the Peace.

No. 107 Amount Claimed, $65.25

January 11th 1896

The Plaintiff filed his bill of particulars which is in substance as follows: Copy of Promissory note

$34.00/100 January 27th 1892

Twelve months after date we promise to pay to the order of J. J. & H. Kahler Thirty four dollars at 8 per cent after maturity, Value received

Signed Esley Patch
Elijah K. Fox

Copy of account

Plain City Ohio Jan. 11 1896

Esley Patch in account with Elijah K. Fox for Rent of house and lot Due Jan. 1st 1896 $23.

Indorsement on above note

This note paid by Elijah K. Fox Jan. 2" 1896

Signed Kahler Bros. Per Frank

On Jan 11th 1896 The defendant Esley Patch come and confessed that he is the Principal debtor on above described note and that Elijah K. Fox signed the note only as surety and that he had no pecuniary interest in the same and he also confessed that he was indebted to Elijah K. Fox ~~the sum of~~ the sum of twenty three dollars for rent of house and lot.

Therefore it is considered by me that the Plaintiff recover of the defendant herein by confession the sum of $65.25 Sixty five and 25/100 dollars debt and his costs as taxed in the margin of this case J. P. McDowell J.P.

Transcript taken to to the Execution docket at Marysville at Marysville Ohio

good and sufficient

to be entered herein

In pursuance

as surety for the ab

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FOR Jerome TOWNSHIP.

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, 18 , the Defendant in the above case came and by

his surety, resident of the County, approved by me as

good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount

of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires

J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of

A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P.

for Dollars and

cents, and costs taxed

and the said

intends to appeal

therefrom to the Court of Common Pleas of

County. Now, therefore, I,

of do hereby

promise and undertake to the said

in the sum of

Dollars,

that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

6,40
1,80
4.60

15.00

16.07
3.19
19.26

49'8/8

Plain City - Oct 18th 1847

Recd of John Kiley Constable Five
Dollars on an Execution in favor of
Jacob Kramer before J. M. Caswell
J. P. of Jerome Township Union Co Ohio

R. M. Reed
for Jacob Kramer

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Jacob Kramer *Pl'ffs.*

vs.

Harvey Davis *Def'ts.*

Judgment, $ 6.00

Before J P McDowell *Justice of the Peace.*

No. 108

Amount Claimed, $ 25:

Jan, 13" 1896

The Plaintiff filed Affidavit in Rep Plevin *bill of particulars which is in substance as follows:* Before me The undersigned a justice of the Peace in and for said County, came Jacob Kramer who being duly sworn deposes and says that he is the rightful owner of and has good right to the immediate possession of the goods and chattels following to-wit a certain red oak tree that grew upon his land in Jerome Township Union County Ohio and which grew close to the line between his land and that of Alice Lawka and that in felling said tree it unavoidably fell upon said Alice Lawka land, whose land is rented by one Harvey Davis and that the same is wrongfully detained from him by Harvey Davis, and that the said goods and chattels were not taken on any execution or any order or judgment against the said Jacob Kramer, or for the payment of any fine or amercement, assessed against him, and is not claimed by said Harvey Davis under a title acquired mediately or immediately by transfer from one from whom such property had been taken by such execution, order or process, or by virtue of any order of delivery under the law hereof, or any other mesne or final process issued against the said Jacob Kramer On the same day I issued a Summons and writ of replevin and gave it to John Riley constable returnable Jan, 17th 1896 at 1 PM

Return

Received this on the 14th day of January 1896 and on the 14th day of January A.D, 1896, I replevied the goods and chattels within, and caused the same to be appraised as per schedule hereto attached The within named Jacob Kramer gave a replevin ~~bond~~ undertaking according to law with Jacob Kramer sufficient sureties herewith ~~attached~~ returned and I delivered the property to Jacob Kramer also on the same day served the defendant by copy Fees and items service & return 40c mileage 8 miles 5.5 copy 25 summoning and swearing appraisers 1.00 delivering property 400 = total $6.60

(signed) John Riley constable

JUSTICE'S FEES.	Pl'ff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons & writ				
Affidavit		40		
Order of				
Undertaking				
Subpœna Names				
Swearing / Witnesses		5		
Adjournment				
Filing 3 Papers		15		
Record 405 Words		60		
Judgment		40		
Satisfaction		20		
Bail for Stay				
Execution and Filing				
Trans. and Certificate		1 80 paid		
CONSTABLE'S FEES.				
Sum., Serv., and Mileage		95		
Sub., Serv., and Mileage				
Sum. Appraisers		1 00		
Schedule and Bond		40		
Serv. Garnishee				
Att. Trial		paid		
Sum., Jury and Mileage				
Copies		25		
Ex. and Per Cent.				
delivering goods		4 00		2 00 prepaid
Appraisers fees		2 00		
		8 60		
WITNESSES.		10 00		
Appraisers				
Ed. Lane		1.00		
A. E. Warner		1.00		

RT, FOR Jerome TOWNSHIP.

ice of the Peace.

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On the return day Plaintiff appeared and after waiting one hour the defendant failed to appear, Plaintiff demanded trial and Plaintiff was sworn and testified.

I find from said testimony the right of property and possession of the same was in the plaintiff at the commencement of this action and assess his damage at $6.00

It is therefore considered by me that the plaintiff recover said damages assessed and his costs herein taxed at $10.40 and costs that accrue

Jan. 17th 1896 J P McDowell J P

Received of Jacob Kramer $6.40 on the costs in above case and he ordered no execution to issued until further orders

October 1st 1897 Plaintiff ordered an execution which issued for $16.07 including judgment interest costs and accruing costs

Execution returned October 27th 1897

Levied on 5 acres of corn in the shock on the farm of Isaac Leonard in Jerome township not sold

Cash paid by defendant $10.00 my fees service 40 cts mileage $2.75 - advertisement 40¢ 40¢ 1.84 paid appraisers fees 2.00

Total $5.19 paid H.M. Rosse atty for plaintiff $5.00

(Signed) John Riley Constable

The constable paid into my hands $1.825

, 18 . the Defendant in the above case came and by

his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires

J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of

A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P.

for Dollars and

cents, and costs taxed

and the said

intends to appeal

therefrom to the Court of Common Pleas of

County. Now, therefore, I,

of do hereby

promise and undertake to the said

in the sum of

Dollars,

that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

For Value Received, I or we hereby guarantee the payment of the within note, and any renewal of the same, to the Milwaukee Harvester Company, or order, and hereby waive protest, demand and notice of demand, and non-payment, and suit against the maker, and consent that the payment of this note may be extended from time to time without affecting my or our liability thereon.

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L. G. Hauff

Milwaukee Harvester Company.

A. M. Hutchinson

Dated July 21st 1896 and matures on the 23 day of December following at the Second National Bank of Milwaukee, Wis.

For Collection and Remittance to
MILWAUKEE HARVESTER CO.
Milwaukee, Wisconsin.

OHIO. 11/94

Fill out every blank space in this note except No.

Form 217—8M. 4-20-'93

Local Agent.

$ 50.00

DATED Plain City O. July 31st 1893.

MILWAUKEE H. CO'S No. 68741

For value Received in One MILWAUKEE Binder, I, the undersigned, promise to pay to the MILWAUKEE HARVESTER COMPANY, or Order, on or before the first day of November 1894

(A Corporation duly organized under and by virtue of the Laws of Wisconsin.)

the sum of Fifty _____ Dollars, with interest at the rate of Eight per cent. per annum from date until paid; provided, that if this note is paid when due, the interest shall be Six per cent. per annum.

Payable at the Banking Office of Farmers Bank

in Plain City State of Ohio

In order to obtain credit for machine for which this note is given, I, L. W. Hutchisson certify that I own in my own name ——— acres of land in Section No. ——— Township No. ——— County of Union and State of Ohio with ——— acres improved, on which I reside, worth at a fair valuation $ ——— It is not encumbered by mortgage or otherwise, except the amount of $ ——— and the title is perfect in me in all respects, and that I have Stock and Personal Property to the amount of $ 1.500 over and above all my Debts, Liabilities and Exemptions.

The endorsers, signers, sureties and guarantors severally waive presentment for payment, protest and notice of protest, and notice of non-payment of this note, and diligence in bringing suit against any party to this note, and agree that time of payment may be extended without notice or other consent and without affecting their liability.

P. O. Plain City 19098 L W Hutchisson

Read this note carefully before signing.

County Madison State Ohio

Maker lives 3 miles N- E- of P. O.

Witness: L. E. Peters

Read this note carefully before signing.

Secured by Mortgage.

Milwaukee Harvester Company

vs

L W Hutchisson

Filed Feb. 21st 1896

and judgment had on the within note same day for $60.22

J P McDowell J.P.

For Collection and Remittance to

MILWAUKEE HARVESTER CO.

Milwaukee, Wisconsin.

For Value Received, I or we hereby guarantee the payment of the within note, and any renewal of the same, to the Milwaukee Harvester Company, or order, and hereby waive protest, demand and notice of demand, and non-payment, and suit against the maker, and consent that the payment of this note may be extended from time to time without affecting my or our liability thereon.

OHIO. 7/20/94

Fill out every blank space in this note except No.

Form 217—8M. 4-20-'93

Local Agent.

$ 50.00

DATED Plain City O. July 31st 1893.

MILWAUKEE H. CO'S No. 68743

For value Received in One MILWAUKEE Binder, I, the undersigned, promise to pay to the MILWAUKEE HARVESTER COMPANY, or Order, on or before the first day of September 1895

(A Corporation duly organized under and by virtue of the Laws of Wisconsin.)

the sum of Fifty ——— Dollars, with interest at the rate of Eight per cent. per annum from date until paid; provided, that if this note is paid when due, the interest shall be Six per cent. per annum.

Payable at the Banking Office of Farmers Bank

in Plain City State of Ohio

In order to obtain credit for machine for which this note is given, I, L. W. Hutchisson certify that I own in my own name —— acres of land in Section No. —— Township No —— County of Union and State of Ohio with —— acres improved, on which I reside, worth at a fair valuation $ ——. It is not encumbered by mortgage or otherwise, except the amount of $ —— and the title is perfect in me in all respects, and that I have Stock and Personal Property to the amount of $ 150.00 over and above all my Debts, Liabilities and Exemptions.

The endorsers, signers, sureties and guarantors severally waive presentment for payment, protest and notice on protest, and notice of non-payment of this note, and diligence in bringing suit against any party to this note, and agree that time of payment may be extended without notice or other consent and without affecting their liability.

P. O. Plain City 20919 L W Hutchisson

County Madison State Ohio Read this note carefully before signing.

Maker lives 3 miles N-E of P. O.

Witness: L. E. Sills Read this note carefully before signing.

Secured by Mortgage.

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio

Before J. P. McDowell Justice of the Peace.

No. 109 Amount Claimed, $120.45

Feb. 21st 1896

Milwaukee Harvester Company Pl'ffs.

vs.

L. W. Hutchisson Def'ts.

Judgment, $120.45

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing 2 Papers		10		
Record 307 Words		45		
Judgment		40		
Satisfaction		20		
Bail for Stay		40		
Execution and Filing Jan 30 1897		45		
~~Order of sale~~				
Trans. and Certificate				
Costs paid by Feb. 21 1896				
CONSTABLE'S FEES.		1.20		
Sum., Serv., and Mileage				
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.		2.15		
WITNESSES.				

The Plaintiff filed their bill of particulars which is in substance as follows: $50. 1st Dated Plain City O July 31st 1893

For value received in one Milwaukee Binder, ~~or before~~ I promise to pay to the ~~order~~ Milwaukee Harvester Company or order, ~~on or before~~ the first day of November 1894 the sum of fifty dollars with interest at the rate of eight per cent per annum from date until paid; provided that if this note is paid when due the interest shall be six per cent per annum. Payable at the banking office of Farmers bank in Plain City State of Ohio In order to obtain credit for machine for which this note is given I L. W. Hutchisson County of Union and State of Ohio, have stock and personal property to the amount of $1500. over and above all my debts, liabilities and exemptions,

The endorsers, signers, sureties and guarantors severally waive presentment for payment, protest or notice of protest, and notice of non payment of this note and diligence in bringing suit against any party to this note, and agree that time of payment may be extended without notice or other consent and with effecting their liability (Signed) L. W. Hutchisson P.O. Plain City Ohio County Madison

The second note is similar to the above with one exception that the date of maturity is ~~September~~ 1st 1895-

Indorsements on the back of both.

For value received, I or we hereby guarantee the payment of the within note and any renewal of the same to the Milwaukee Harvester Company, or order, and hereby waive protest, demand or notice of demand, and non payment and suit against the maker and consent that the payment of this note may be extended from time without effecting my or our liability thereon (both signed) L. W. Huff

gave notice to the defendant that the notes were left for suit, and he came Feb. 21st 1896 waived process and confessed judgment in favor of the plaintiffs for the amount of the above notes. The guarantor is not within my jurisdiction

RT, FOR Jerome TOWNSHIP.

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Therefore it is considered by me that the plaintiff recover from the defendant by confession the sum of one hundred and twenty 77/100 dollars debt and costs as taxed in the margin of this case this 21st day of Feb. A.D. 1896 J P McDowell J.P.

The costs in above case and three two dollars and seventy cents on judgment in all $123 paid Feb. 29th 1896 W.P. Andrews Atty for plaintiff

Received $2.70 Received from L. G. Huff $3.00

Stay of execution taken Feb. 29th 1896

Oct 30th Reed from L.W. Hutchisson $16.00

Paid to W.P. Andrews $19.00

Nov. 23rd 1896 Recived from L.W. Hutchisson $30. and paid the same to W.P. Andrews Atty for plaintiffs Nov. 24th 1896

Jan. 15th 1897 Reed of L.W. Hutchisson $11.50 cash and for wood $7.50 = $19.00

Balance Jan 30th 1897 $57.00

Execution issued Jan. 30th 1897 for $57.00 and costs that accrue

Execution returned Mar 2nd 1897

I levied on one Milwaukee Binder and one mower Feb 13th 1897 not sold for want of Time. Reed from defendant $30. cash

Poundage $1.20; service .40 + Mileage .55 = total $2.15 (signed) John Riley Constable

Reed from John Riley Const $30. Mar. 9th 1897 from L.W. Hutchisson $27.82

Reed from J.P. McDowell J.P. $126.70 to apply on above judgment and on judgment III. W.P. Andrews attys for Plaintiff.

April 26-1897. Reed of J.P. McDowell $26.00. on Judgment III.

Judgment W.P. Andrews

Feb. 29th, 1896, the Defendant in the above case came and by the former a Frank Channel & L.G. Huff his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I the Frank Channel & L.G. Huff as surety for the above Stay of Execution on the above Judgment of Milwaukee Harvester Co against L.W. Hutchisson of said Judgment, interest and costs, and the costs that may accrue, do hereby promise and undertake to pay the amount

Frank Channell
L.G. Huff
, Surety.

Taken by and signed and acknowledged before me, and surety approved, this 29th day of February A. D. 1896 J.P. McDowell J. P. Stay of Execution expires October 18th 1896. Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said obtained a judgment against the said on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

Eng. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Josie Lane

Pl'ffs.

vs.

Charles Chellis

Def'ts.

Judgment, $

Before J. D. McDowell Justice of the Peace.

No. 110. Amount Claimed, $

Unl forcible detainer Mar 11th 1896

The Plaintiff filed her bill of particulars which is in substance as follows: The undersigned a resident of the County of Madison Ohio doth hereby make her complaint to & on against one Charles Chellis, for this that the said Charles Chellis hath ever since the 6th day of March in the year 1896, and doth still unlawfully and forcibly ddain from the undersigned possession of the following premises situated in the ~~county~~ township of Jerome in said County of Union and described as follows, to-wit:

A one story frame dwelling house on the east side of Mill street or North Avenue in the village of Plain City Union County Ohio.

The said Charles Chellis entered upon said premises as the tenant of the undersigned; the lease therefor expired at the time herein first mentioned; and from that time the said Charles Chellis hath unlawfully and forcibly held over his said term On the 7th day of March in the year 1896 the undersigned duly served upon the said Charles Chellis as required by law, notice in writing to leave said premises.

The undersigned asks process and restitution etc. Signed Josie Lane

March 12th 1896 issued summons for defendant returnable Mar. 16th 1896 at 1 o'clock P.M.

Copy of notice filed

March 16 Summons returned

I received this writ March 12th 1896 and served the same on the within named Charles Chellis the same day by copy at his residence

Constables fees service 25 - Copy 25 mileage 20 total 70¢ (signed) John Riley Constable

March 16th 1896 parties met defendant put in no defense, plaintiff was sworn and testified and presented the agreement between the parties and according to ~~law~~ said evidence I find that said plaintiff has right to possession of said premises immediately.

Therefore it is considered by me that the plaintiff ~~recover~~ have restitution

JUSTICE'S FEES.

	Pl'ff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Complaint		25		
Adjournment				
Filing / Papers		5		
writing Complaint		10		
Record 201 Words		30		
Judgment		40		
Satisfaction				
Bail for Stay				
Execution and Filing				
writ of restitution		40		
Trans. and Certificate		1.65		
		paid		

CONSTABLE'S FEES.

Sum., Serv., and Mileage + Copy	.70	
Sub., Serv., and Mileage		
Sum. Appraisers	1.20	
Schedule and Bond	paid	
Serv. Garnishee		
Att. Trial		
Sum., Jury and Mileage		
Copies		
Ex. and Per Cent.		

WITNESSES.

RT, FOR Jerome TOWNSHIP.

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of the Premises above described and mentioned and recover of said defend
and the costs herein taxed at $2.35 as per items in the margin of this case
and costs that accrue. J P McDowell J P
Writ of Restitution issued the same day and
Return; I received this writ Mar. 16" 1876 and on the 21 of March I set
the goods and chattels and took possession of the premises and turned
the keys over to Mrs. Fees: Service and extra work 1.00 Mileage 20 Writs 50
total $1.70 Mrs Lane paid the costs $3.85 (signed) John Riley constable
Mrs Lane Paid the assistant

, 18 , the Defendant in the above case came and by
his surety, resident of the County, approved by me as
good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,
as surety for the above Stay of Execution on the above Judgment of
against do hereby promise and undertake to pay the amount
of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this
day of A. D. 18 } Stay of Execution expires
J. P } 18 . Am't then due $

, 18 . Issued an Execution for
returnable , 18 , and
delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of
A. D. 18 , the said
obtained a judgment against the said
on the docket of J. P.
for Dollars and
cents, and costs taxed
and the said
intends to appeal
therefrom to the Court of Common Pleas of
County. Now, therefore, I,
of do hereby
promise and undertake to the said
in the sum of
Dollars,
that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18
J. P.

No. 1295

Doc. 4 Page 8

The Milwaukee Harvester Company

vs

L W Hutchisson

Order of Sale.

Ret and Filed Apr 24" 1897

J P M Powell J. P.

Judgment,	$ 55.85
Interest,	
Costs,	1.30
Increase Costs,	.45
Total,	57.60
Amount Credits,	
Balance,	57.60

Mar 2 1897 189 Rec'd this Writ

An inventory of all property attached, sold and remainining unsold by virtue hereof, is hereto annexed

Made by sale of property,	$
Cash paid by Defendant,	28.00
Total amount made,	$
Poundage, 4 per cent. $	1.12
Service,	.40
Mileage,	.35
Advertisement,	.55
Paid to Justice,	2.07
Balance,	$

John Riley Constable.

Published by the Ruggles-Gale Co., Blank Book Manufacturere and Legal Blank Publishers, Columbus, O.

28.70

PROPERTY LEVIED UPON.

April 8 - hauled 100
April 12 hauled 100
April 24
Received

PROPERTY SOLD

Net proceeds of sale of
Plant of Bitters

UNSOLD FOR WANT OF

Published by THE RUGGLES-GALE CO., Blank Book Manufacturers and Legal Blank Publishers, Columbus, O.

ORDER OF SALE.

Revised Statutes, Sec. 6507.

THE STATE OF OHIO, } Jerome Township, ss.
Union County,

The Milwaukee Harvester Company Plaintiff

vs.

L. W. Hutchisson Defendant

Before J. P. McDowell
Justice of the Peace of said Township and County.

To John Riley, Constable of said Township.

You are hereby Commanded to sell and dispose of, as upon execution, the goods and chattels ~~attached~~ levied upon by you upon ~~an Order of Attachment~~ an execution and remaining unsold issued in the above action, to-wit: a Milwaukee Binder and a mower

or so much thereof as will satisfy the sums of fifty five Dollars, Eighty five Cents, debt, and one Dollars, thirty Cents, Costs, with interest from the 24th day of March A. D. 189 7, (being the amount of judgment then rendered in said action remaining due and unpaid,) also increased costs.

Make return of this order, and a certificate thereon, showing the manner in which you have executed the same, in thirty days from the time of your receipt hereof.

Given under my hand, this 24th day of March A. D. 189 7

J. P. McDowell
Justice of the Peace.

The Farmers Bank,

Plain City, Ohio, April 3 1897 No.

Pay to Heed of J. P. W. Dowell or bearer, $ 8.25 Dollars.

Apply on Judgment of Milwaukee Harvester Co

vs L. W. Hutchinson Milwaukee Harvester Co

By W. P. Andrews

For value received, I (or we) hereby guarantee the payment of the within note, and hereby waive protest, demand and notice of demand and non-payment.

.....

.....

In order to obtain credit for machine for which this note is given, I ..... certify that I own in my own name ..... acres of land in Section No. ..... Township ..... Range ..... County of ..... and State of ..... with ..... acres improved, on which I reside, worth at a fair valuation $ ..... It is not encumbered by mortgage or otherwise, except the amount of $ ..... and the title is perfect in me in all respects, and that I have Stock and Personal Property to the amount of $ ..... over and above all Encumbrances, Liens and Exemptions.

28.'70

.....

In order to obtain credit for machine for which this note is given, I ..... certify that I own in my own name ..... acres of land in Section No. ..... Township ..... Range ..... County of ..... and State of ..... with ..... acres improved, on which I reside, worth at a fair valuation $ ..... It is not encumbered by mortgage or otherwise, except the amount of $ ..... and the title is perfect in me in all respects, and that I have Stock and Personal Property to the amount of $ ..... over and above all Encumbrances, Liens and Exemptions.

.....

For Collection and Remittance to
MILWAUKEE HARVESTER CO.
Milwaukee, Wisconsin.

Fill out every blank space in this note except No.

FORM 427 10M 2-10-'95

$24.80 Plain City (Town.), Ohio (State.), July 25 1895.

MILWAUKEE H. CO'S No. 90935

For Value Received, I, the undersigned, of Section ____ Township Jerome Range ____ County of Union, State of Ohio. promise to pay to the MILWAUKEE HARVESTER COMPANY, or order, on or before the first day of December, 1895,
(A Corporation duly organized under and by virtue of the Laws of Wisconsin.)
the sum of twenty four & 80/100 Dollars, with interest from date until paid at the rate of six per cent. per annum, payable without offset or counterclaim.

Payable at the Banking Office of Farmers Bank.
in Plain City, State of Ohio.

In consideration of the renewal and extension of my notes, numbers 17939 heretofore held by said Company, I hereby acknowledge full satisfaction of and unconditionally release and relinquish all claim or claims against the said Milwaukee Harvester Co. arising out of the purchase from the said Company of the certain machine for which the said note (or notes) of which this is a renewal was given.

The drawers, endorsers, sureties and guarantors severally waive presentment for payment, protest, and notice of protest, notice of non-payment, and diligence in enforcing payment of this note, and agree that time of payment may be extended without notice to them or without their consent, and without affecting their liability.

P. O. Plain City. 13768 L. D. Robinson
County Madison, State Ohio. Read this note carefully before signing.
Maker lives 3 miles N. E. of P. O.
Witness: J. M. Robinson Read this note carefully before signing.

Arkansas, Indian Ter, Kansas, Michigan, Minnesota, Missouri, Nebraska, N. Dakota, Ohio, S. Dakota and Wisconsin.

Rewrite here plainly all illegible signatures.

For value received, I (or we) hereby guarantee the payment of the within note, and hereby waive protest, demand and notice of demand and non-payment.

.....

.....

Milwaukee Harvester Co.

vs

S W Hutchisson

Filed February 1896

J P McDowell J.P.

For Collection and Remittance to
MILWAUKEE HARVESTER CO.
Milwaukee, Wisconsin.

OHIO. Fill out every blank space in this note except No. Form 217—9M. 1-22-'94.

Local Agent.

$24.00 DATED Plaincity Ohio Aug 28th 1894. MILWAUKEE H. CO'S No. 77941

For value Received in One MILWAUKEE Mower, I, the undersigned, promise to pay to the MILWAUKEE HARVESTER COMPANY, or Order, on or before the first day of October 1895
(A Corporation duly organized under and by virtue of the Laws of Wisconsin.)
the sum of Twenty four Dollars, with interest at the rate of ~~Eight~~ Six per cent. per annum from date until paid; provided, that if this note is paid when due, the interest shall be Six per cent. per annum.

Payable at the Banking Office of Farmers Bank
in Plaincity State of Ohio

In order to obtain credit for machine for which this note is given, I L. W. Hutchisson
certify that I own in my own name ..... acres of land in Section No. ..... Township No. ..... County of Madison and State of Ohio with ..... acres improved, on which I reside, worth at a fair valuation, $ ..... It is not encumbered by mortgage or otherwise, except the amount of $ ..... and the title is perfect in me in all respects, and that I have Stock and Personal Property to the amount of $ 100.00 over and above all Encumbrances, Liens and Exemptions.

The endorsers, signers, sureties and guarantors severally waive presentment for payment, protest and notice of protest, and notice of non-payment of this note, and diligence in bringing suit against any party to this note, and agree that time of payment may be extended without notice or other consent and without affecting their liability.

P. O. Plaincity 22629

County Madison State Ohio

Maker lives 3 miles N E of P. O.

Witness: J. F. Arnett

L. W. Hutchisson
Read this note carefully before signing.

Read this note carefully before signing.

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

E. L. Barrett & Son, Publishers, Springfield, Ohio.

Milwaukee Harvester Company

Pl'ffs.

vs.

L.W. Hutchisson

Def't.

Judgment, $52.10

JUSTICE'S FEES.	Plff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons	25			
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment	20			
Filing 2 Papers	10			
Record 100 Words	15			
Judgment	40			
Satisfaction	20			
Bail for Stay	40			
Execution and Filing	~~45~~			
per Cent on $52.	1	28		
Trans. and Certificate				
Order of sale	45			
execution	45		1	70
			3	88
CONSTABLE'S FEES.				
Sum., Serv., and Mileage 1 05/95	1	05		
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.	1	00		
Order of sale	2	07		
WITNESSES.				

Before J.P. McDowell Justice of the Peace.

No. 111 Amount Claimed, $52.07

March 30th 1896

The Plaintiff filed Their By their Atty H.P. Andrews bill of particulars which is in substance as follows: For value received in one Milwaukee mower I promise to the Milwaukee Harvester Company or order, ~~a corporation organized under~~ under and by virtue of the laws of Wisconsin on or before the first day of October 1895, the sum of twenty four dollars with interest at the rate of six per cent interest from date until paid, ~~Provided, Said~~ Payable at the ~~Said~~ office of the Farmers Bank in Plain City state of Ohio etc

Another note given to the same Come July 25th 1895 for $24.80 and both signed by L.W. Hutchisson at the same rate of interest

March 30th 1896 I issued summons for defendant returnable April 3rd 1896 at 2 P.M.

On the return day the defendant appeared and asked for a continuance until April 12th which was granted

On the 8th day of April A.D. 1896 the defendant came and confessed judgment on the amount of above described notes Therefore it is considered by me that the plaintiff recover from the defendant L.W. Hutchisson, the sum of fifty two and 10/100 dollars debt and the costs taxed at $2.25 as per items as charged in the margin of this case and costs and interst that accrue J.P. McDowell J.P.

~~March~~ 9th 1897 ~~Rec'd from L.W. Hutchisson 85.~~

Execution ~~issued~~ Jan. 30th 1897 for $57.65+$57.=114.65

Issued order of sale March 24th 1897 for $57.60 including costs

Received of L.W. Hutchisson for molasses .60

Order of sale returned April 29th property not sold for want of bidders cash rec'd $28. My costs Roundage $1.12 service 40 mileage .55 ~~total~~ $2.07 (signed) John Riley Constable

Issued a second Execution May 28th 1897 for $28.70

Returned June 28th 1897

Property levied upon one Milwaukee mower not sold for want of bidders. costs service 40cts mileage 20 advertisement 40cts total $100

Sept 4th 1897 Received on above judgment from Mrs Riley for L.W. Hutchisson 4.00

June 16th from L.W. Hutchisson for wood 5.25

H.P. Andrews received from L.W. Hutchisson by wood $6.00

J. Riley wood 1.00

Paid
Nov 20th 18
H.P. And
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In pursuance of

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RT, FOR Jerome TOWNSHIP.

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$60

Paid W.P. Andrews Attorney cash April 3rd 1899 $5.25
Nov 25th 1899
W.P. Andrews Recd from Hutchisson by molasses 3.00
Received by Wood " " 1.25

April 17th, 1896, the Defendant in the above case came and by Frank Channell & C.E. Hutchisson his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, Frank Channell & C.E. Hutchisson as surety for the above Stay of Execution on the above Judgment of The Milwaukee Harvester Co. against L.K. Hutchisson do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

Frank Channell.
C.E. Hutchisson Surety.

Taken by and signed and acknowledged before me, and surety approved, this 17th day of April A. D. 1896 } Stay of Execution expires Dec. 8th
J. P. } 1896. Am't then due $54.18 + 2.75 int

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said obtained a judgment against the said on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

No .....

Doc ..... Page .....

Before J. D. McDowell

JUSTICE OF THE PEACE,

Jerome Township.

Milwaukee Harvester Co, Plaintiff.

against

L. W. Hutchisson Defendant.

SUMMONS.

Returnable ~~March~~ April 31st 1896

at 2 o'clock P M.

Amount for which Judgment

is claimed, - - $52.07

With interest from

..... 189...

Justice's Fee, - - $.....

Constable's Fee, - - $.....

$.....

Returned and Filed.

....., 189...

Justice of the Peace.

A true copy. Attest:

Constable.

Published by The Ruggles-Gale Co., Blank Book Manufacturers and Legal Blank Publishers, Columbus, O.

I Received this writ March 30 1896, and served the same on the within named L. W. Hutchisson on March 31 1896 by delivering a true copy of the within at his residence

John Riley Constable

CONSTABLE'S FEES.

Service, - -	$ 25
Mileage - -	55
Copy, - - - -	25
Total, -	$ 105

Published by THE RUGGLES-GALE COMPANY, Blank Book Manufacturers and Legal Blank Publishers, Columbus, O.

SUMMONS.

Revised Statutes, Sec. 6475-6.

THE STATE OF OHIO, Union COUNTY, SS.

To any Constable of Jerome Township in said County, GREETING:

You are hereby commanded to summon L. W. Hutchisson

to appear before me J. P. McDowell, a Justice of the Peace, at my office in said Township, on the 24th day of March, A. D. 1896, at 2 o'clock P. M., to answer the action of The Milwaukee Harvester Company for amount due on two promissory notes

The Plaintiff asks a judgment for the amount endorsed hereon,

You will make due return of this writ on or before the 24th day of March A. D. 1896. at 2 o'clock P. M.

WITNESS my hand, this 19th day of March A. D. 1896

J. P. McDowell

Justice of the Peace.

A. J. Hare

vs

S. W. Hutchisson

Filed 1895

J. P. McDowell J.P.

$27 40/100

Marysville O. May 14" 1884

Sixty days after date. I we or either of us promise to pay to the order of A. J. Hare

Twenty Seven 40/100 Dollars

at Marysville Ohio with 6 % interest from date

Value received

No.

Due

L. W. Hutchison

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

Pr. E. L. Barrett & Son, Publishers, Springfield, Ohio.

A. J. Hare

Pl'ffs.

vs.

L. W. Hutchisson

Def'ts.

Judgment, $

Before J. P. McDowell Justice of the Peace.

No. 112 Amount Claimed, $3.81

March 30th 1896

The Plaintiff filed his bill of particulars which is in substance as follows: $27.40 Marysville Ohio May 14th 1894

Ninety days after date I promise to pay to the order of A. J. Hare twenty seven & 40/100 dollars at Marysville Ohio with 6% interest from date

Signed L. W. Hutchisson

Issued summons Mar. 30th 1896 returnable April 3rd 1896 at which time the defendant came and asked that the case be continued until April 15th 1896 for the purpose of effecting a settlement with the ~~defendant~~ plaintiff which I granted

JUSTICE'S FEES.	Piff's Cost. Dols.	Piff's Cost. Cts.	Def'ts Cost. Dols.	Def'ts Cost. Cts.
Summons		25		
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment		20		
Filing 2 Papers		10		
Record 107 Words		15		
Judgment				
Satisfaction				
Bail for Stay				
Execution and Filing				
Trans. and Certificate				
CONSTABLE'S FEES.				
Sum., Serv., and Mileage		1.05		
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				
WITNESSES.				

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, 18 . the Defendant in the above case came and by

his surety, resident of the County, approved by me as

good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires

J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P.

for Dollars and

cents, and costs taxed

and the said

intends to appeal

therefrom to the Court of Common Pleas of

County. Now, therefore, I,

of do hereby

promise and undertake to the said

in the sum of

Dollars,

that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

Janesville Buggy Co.

vs

Robt Hill et al

Filed April 10th 1896

J. P. McDowell J.P.

April 16th 1896

Judgment had on the within note for $35.85 debt and $4.40 costs

J P McDowell J.P.

Jas. Hill
J. Cummings
H. Hill

J.P. $3.35
Const. $1.75
H.H. $2.75

$133.15 Plain City Ohio January 15th 1896.

Sixty days after date for value recd
we or either of us promise to pay To The
Zanesville Buggy Company or order the
Sum of one hundred & thirty three & 15/100
dollars with interest at the rate of eight
per cent from date

Robt. Hill
John Courtright
Rolland Hill

THE STATE OF OHIO,
Union COUNTY, SS.

IN JUSTICE'S COURT,

T.12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Robert Hill
Janesville buggy Company
Pl'ffs.

vs.

Robert Hill John Courtright & Rolland Hill
Def'ts.

Judgment, $135.85

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		75		
Affidavit				
Order of Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing 2 Papers		10		
Record 200 Words		30		
Judgment		40		
Satisfaction		20		
Bail for Stay				
Execution and Filing		1.75		
Trans. and Certificate		Paid		

CONSTABLE'S FEES.		
Sum., Serv., and Mileage Copies 2		2,65
Sub., Serv., and Mileage		Paid
Sum. Appraisers		
Schedule and Bond		
Serv. Garnishee		
Att. Trial		
Sum., Jury and Mileage		
Copies		
Ex. and Per Cent.		

WITNESSES.

Before J. P. McDowell Justice of the Peace.

No. 113 Amount Claimed, $135.85

April 10th 18

The Plaintiff filed their bill of particulars which is in substance as follows: (Copy of note) $133.15

Plain City Ohio January 10th 1896

Sixty days after date, for value rec'd we or either of us promise to pay to the Janesville Buggy Company or order the sum of one hundred & thirty three & 15/100 dollars with interest at the rate of eight per cent from date

Robt Hill
John Courtright
Rolland Hill

Signed

Issued summons returnable April 16th 1896 at 1. P.M.

Return of Summons

I received this ~~summons~~ writ April 11th 1896 and served the same on the within named Bert Hill, John Courtright and Rolland Hill, April 13th 1896 by copy at their residence, for each one. fees Service $.75 mileage $1.35 copy 75

April 16th 1896 time set for trial H. P. Andrews Atty for plaintiffs appeared and after waiting one hour defendants failed to appear Plaintiffs asked for judgment for amount of above described note and I find that there is due on said note by said defendants the sum of one hundred and thirty five & 85/100 dollars

Therefore it is considered by me that the plaintiff herein recover from said defendants in default the sum of one hundred and thirty five and 85/100 dollars debt and their costs herein taxed at $4.40 as per items charged in the margin of this case and interest at eight per cent and costs that accrue

J. P. McDowell J. P.

costs by plaintiffs June 1897

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RT, FOR Jerome TOWNSHIP.

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, 18 . the Defendant in the above case came and by

his surety, resident of the County, approved by me as

good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires
J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of
A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P.
for Dollars and
cents, and costs taxed
and the said
intends to appeal
therefrom to the Court of Common Pleas of
County. Now, therefore, I,
of do hereby
promise and undertake to the said
in the sum of
Dollars,
that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

Docket Page 272

A C Evans Manufacturing Co.

vs

U.G. & Ida B. Kibbury

Filed May 1st 1896

Judgment had on the within note May 7th 1896 for $15.90 and $1.30 costs

J. P. McDowell J.P.

15.90 / 1.30 / 17.20

15.90 / 2.80 / 18.70

Pay ..... Bank.

..... Town or City

..... Or order for collection

The A. C. Evans Mfg. Co.

SPRINGFIELD, OHIO.

By ..... Sec'y & Treas. Genl Agt.

$15 00/100 Plain City O Mch 30, 1895.

On or before the first day of August 1895.

We or either of us promise to pay to The A. C. Evans Manufacturing Co., or order,

Fifteen 00/100 Dollars,

Payable at Farmers Bank Plain City Ohio for value received.

Interest at eight per cent. after maturity.

P. O. 354

No. 5882 Due 2/90 1/9

D. R. Kilbury

Ida B Kilbury

#2

272

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

Pub. by Barrett & Son, Publishers, Springfield, Ohio.

A.C. Evans Manufacturing Co. Pl'ffs.

vs.

U.G. Kilbury & Ida B. Kilbury Def'ts.

Judgment, $ 15.90

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		50		
Affidavit				
Order of Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing / Papers		5		
Record / 00 Words		15		
Judgment		40		
Satisfaction		20		
Bail for Stay				
Execution and Filing				
Chattel Mortgage		50		
Trans. and Certificate		1 00		

CONSTABLE'S FEES.
Sum., Serv., and Mileage
Sub., Serv., and Mileage
Sum. Appraisers
Schedule and Bond
Serv. Garnishee
Att. Trial
Sum., Jury and Mileage
Copies
Ex. and Per Cent.

WITNESSES.

Before J P McDowell Justice of the Peace.

No. 114 Amount Claimed, $ 15.90

May 1st 1896

The Plaintiff filed their bill of particulars which is in substance as follows: (Copy of note)

$15.00/100 Plain City Ohio Mch 30, 1895

On or before the first day of August 1895 we or either of us promise to the ~~Evans~~ A.C. Evans Manufacturing Co. or order fifteen dollars, payable at Farmers Bank Plain City Ohio, For value received, Interest at eight per cent after maturity.

(Signed) U.G. Kilbury
Ida B. Kilbury

May 7th 1896 the above defendants came and waived process and confessed Judgment judgment on the above described note and asked that judgment be entered herein against them Therefore it is considered by me that the Plaintiffs herein recover from the defendants U.G. & Ida B. Kilbury on confession the sum of fifteen and ~~90~~ 90/100 dollars debt and their costs herein taxed in the margin of this case and interest at 8% and costs accrue

J P McDowell J.P.

Aug 22nd 1896 Received on the above judgment $17.20 in full for above judg and costs.

J P McDowell J.P.

Aug. 26th 1896
Received of J.P. McDowell J.P.
$16.00 sixteen dollars in full satisfaction for above judgment
W.P. Abdons
Atty for Plff.

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, 18 , the Defendant in the above case came and by

his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires
J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

C & Wm Bishop

Vs

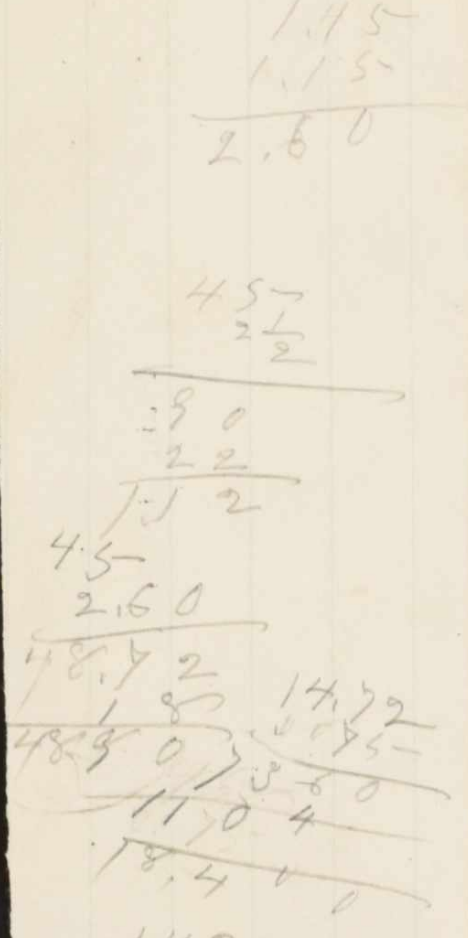
John McCrory

Filed April

30th 1895

J P McDowell D.C.

11111



Plain City, Ohio, April 1896

C. F. & Wm. Bishop } Before J. P. McDowell
vs } J. P. of Jeromeville
John McCrory } ship Union County O.

Plaintiffs claim from this defendant the sum of forty five dollars for services to their stallions as follows to-wit:

On May 14th 1892 said defendant bred a grey mare to their stallion Col. Rene, terms twenty dollars and on June 2nd 1893 he bred the same gray mare to their stallion Alacine terms $25. twenty five dollars.

These plaintiffs ask judgment against said defendant for the sum of forty five dollars and also costs of prosecution

C. F. & Wm. Bishop

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

12 C. L. Barrett & Son, Publishers, Springfield, Ohio.

C, F, & Wm. Bishops

Pl'ffs.

vs.

John McCrory

Def'ts.

Judgment, $45-

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing 2 Papers		10		
Record 207 Words		30		
Judgment		40		
Satisfaction				
Bail for Stay		40		
Execution and Filing				
Trans. and Certificate		Paid		

CONSTABLE'S FEES.		
Sum., Serv., and Mileage 40 Copy	1,15	
Sub., Serv., and Mileage		
Sum. Appraisers		Paid
Schedule and Bond		
Serv. Garnishee		
Att. Trial		
Sum., Jury and Mileage		
Copies		
Ex. and Per Cent.		

WITNESSES.

Before J P McDowell Justice of the Peace.

No. 115 Amount Claimed, $45-00

April 30th 1894

The Plaintiff filed their bill of particulars which is in substance as follows: Plaintiffs claim from this defendant the sum of forty five dollars for services to their stallions to-wit On May 14th 1892 said defendant bred a gray mare to their stallion Col. Rene Terms twenty dollars, and on June 2nd 1893 he bred the same gray mare to their stallion Alacine, terms $25.00 twenty five dollarz

These plaintiffs ask judgment against said defendant for the sum of forty five dollars and also costs of prosecution

Signed C. F. & Wm. Bishop By Wm Bishop

June 13th 1896 I issued summons for defendant returnable June 18th 1896 at 1 P.M.

Return

I received this writ June 13" 1896 and served the same on the 13th day of June 1896, on the defendant John McCrory by copy at his residence service fees 25¢ Mileage mileage 65¢ copy 25¢ total $1.15-

Signed John Riley Constable

June 18th 1896 Parties met defendant confessed judgment on the amount of the claim of the plaintiffs.

Therefore it is considered by that the plaintiffs herein C. F. & Wm. Bishops recover of the defendant John McCrory by confession the sum of forty five dollars debt and the costs herein taxed in the margin of this case and costs that accrue and interest at 6%

J. P. McDowell J. P.

November 28th 1896 Received John McCrory $34.00 Paid to Bishop $31.50 Received from John McCrory fifteen and 50 dollars J. P. McDowell J.P. and Paid the same to Bishops Brothers Jan. 16th 1897

RT, FOR Jerome TOWNSHIP.

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Brothers

June 26th, 1896, the Defendant in the above case came and by John McKitrick his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, John McKitrick as surety for the above Stay of Execution on the above Judgment of C.F. & Wm Bishop against John McCrory do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue. John McKitrick, Surety.

Taken by and signed and acknowledged before me, and surety approved, this 26th day of June A. D. 1896 } Stay of Execution expires November 1896
J. P. McDowell J. P. } 1896. Am't then due $46.12 costs 2.00

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P.
for Dollars and
cents, and costs taxed
and the said
intends to appeal
therefrom to the Court of Common Pleas of
County. Now, therefore, I,
of do hereby
promise and undertake to the said
in the sum of
Dollars,
that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

540
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890
740
150
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540
200
740

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100
85
1.00
25
150
120
950
9

825
175
00

1150
825
325

A. J. Williams } Before J. P. McDowell
vs } J. P. of Jerome township
Thomas J. Haynes } Union County Ohio

Justice's Costs		Constable's Costs	
Plaintiff's	$4.55		$10.30
defendants	.85		1.20
	$5.40		$11.50

Appraiser's fee fees $2.00
Justice 5.70
Constable's 11.50
$18.90

To the Clerk of Court of Union County Ohio
Please let the bearer have the above amount of our fees and oblige
Yours Truly J P McDowell J.P.

5 40
11 50
16 90
2 00
18 90

THE STATE OF OHIO,
Union COUNTY, SS.

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

A.J. Williams Pl'ffs.

vs.

Thomsas Haynes Def'ts.

Judgment, $16.75

Before J. P. McDowell Justice of the Peace.

No. 116 Amount Claimed, $21.

July 14th 1896

The Plaintiff filed his bill of particulars which is in substance as follows: Plaintiff says that defendant is justly indebted to him in the sum of twenty one dollars ($21 00) on Book account for work and labor as clerk in a grocery store at Arnold Ohio,
Therefore Plaintiff prays judgment against defendant for said sum of $21 00 and also costs of prosecution
(Signed) A J Williams
By his Counsel H. M. Rouse

On the same day he filed his affidavit in Attachment which is in substance The said plaintiff A. J. Williams being duly sworn say that Thomas Haynes the defendant is justly indebted to said plaintiff for work and labor as a clerk in a grocery store at Arnold Ohio, That said claim is just That he believes said Plaintiff ought to recover thereon the amount of Twenty one dollars; That the property sought to be attached is not exempt from execution; that said property is not the personal earnings of said defendant for services rendered within three months prior to the commencement of this action That the defendant is the head and support of a family, and that said is a non-resident of Union county Ohio (signed) A. J. Williams
On July 14th 1896 I issued a summons and order of attachment, for said defendant and for his property and placed the same in the hands of John Riley constable, returnable July 20th 1896 at 1 P. M.

return of summons
I received this writ July 15th 1896 and on July 16th 1896 I served the same on defendant by leaving a certified copy at his place of business
Service 25
Copy 25
Mileage 45
Total 95
(Signed) John Riley
Constable

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons	25			
Affidavit	40			
Order of	40			
Undertaking	40			
Subpœna 42 Names	30		30	
Swearing 7 Witnesses	20		15	
Adjournment	20			
Filing 4 Papers	15			
Venire for jury			40	
Record 700 Words	1	05		
Judgment	40			
Satisfaction	10			
Bail for Stay				
Execution and Filing				
sitting in case	1	00		
Trans. and Certificate			1	20
			85	

CONSTABLE'S FEES.				
Sum., Serv., and Mileage + Copy	95			
Sub., Serv., and Mileage + Copy	2	75		
Sum. Appraisers	1	00		
Schedule and Bond				
Order serv + mileage	85			
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage			1	20
1 Copies	25			
Ex. and Per Cent.				
Extra care of goods	1	50		
Appraiser's	2	00		

WITNESSES.				
G. T. Arnold			1	50
Frank Mullen			1	50
Fred Smith	5	00		
Mrs. Fred Smith	5	00		
Anna Williams	25			
Jury fee			3	00
Paid				
Rec'd the jury fee				
J. M. Rouse Att'y for Pl'ff				

RT, FOR Jerome TOWNSHIP.

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Return of Order

Received this writ July 15th 1896 and on the 16th day of July A.D. 1896 I went to the place where the goods and chattels, described in an inventory and appraisement were found, herewith returned and in the presence of R. H. Sells and G. T. Arnold said goods at P.M. of said day, and with R. H. Sells and G. T. Arnold Two householders of said county of Union Made a true inventory and appraisement of said goods and chattels which is herewith returned with this order, and served a copy of this order upon the defendant the same day. service 40, Copy 25- mileage 45- Sum. & swe. affy. 1.00 & appraiser's fees 2.00 total $4.10

Signed John Riley Const. Table

Issued sub. for G. T. Arnold & Frank Mullen for the defense and for Fred Smith and Mrs Fred for the plaintiff and gave the latter to John Riley Const.

July 20th 1896 parties met & defendant asked for a jury, The following persons were selected as jurors from the pannel J. Bose, N. Harrington, Geo. Kilbury, Perry Converse, A. J. Dodge & Maurice Barto, Frank Mullen & Geo. Arnold came as witnesses for the defense, case adjourned to July 28th 1896 at 10 o'clock A.M. Witnesses ordered to appear. Mr & Mrs Fred Smith appeared and claimed their attendance, Two witnesses were subpoenaed at Columbus 20 cts

July 28th 1896 Parties appeared jury called 4 jurors responded by agreement case was tried with that number tried called, and jury sworn. the plaintiff and Mrs Anna Williams, and Mr & Mrs Fred Smith were sworn & testified in behalf of the plaintiff, and the defendant, Frank Mullen and G. T. Arnold for the defendant, After hearing the testimony, case was given to the jury who brought in the following verdict, We the jury do find a verdict in favor of the plaintiff of $16.75 (signed) A. J. Dodge Foreman

Therefore it is considered, by me this July 28th 1896, that the plaintiff recover from the defendant the sum of sixteen and 75/100 dollars debt and his costs taxed at $2.50-

J. P. McDowell J. P.

Notice given of an appeal, Order of sale ordered by plaintiff and issued to John Riley Constable

Transcript paid $1.30

May 29th 1897 Rec'd from Clerk of Court $2.50 costs

, 18 . the Defendant in the above case came and by his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, as surety for the above Stay of Execution on the above Judgment of against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this day of A. D. 18 . J. P. } Stay of Execution expires 18 . Am't then due $

, 18 . Issued an Execution for returnable , 18 , and delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the 28th day of August July A.D. 1896, the said A. J. Williams obtained a judgment against the said Thomas Haynes on the docket of J. P. McDowell J. P. for Sixteen Dollars and seventy five cents, and costs taxed $2.50 Costs 85 cts and the said Thomas Haynes intends to appeal therefrom to the Court of Common Pleas of Union County. Now, therefore, I, W. B. Smiley of Jerome township do hereby promise and undertake to the said A. J. Williams in the sum of one hundred Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

W B Smiley

Executed and acknowledged before me, and surety approved this 5th day of August A. D. 1896

J. P. McDowell J. P.

H. A. Fleming surviving partner of L. Longenecker & Co.

Vs.

P. S. [illegible] Ohaver

Note

Filed August 13th 1896
J. P. McDowell J.P.

$ 8 74 — Jan 17th — 1891

Thirty day after date, for value received, we jointly and severally promise to pay to L Ingemach & Co or order

Eight 74/100 DOLLARS

with interest at Eight per cent.

and we hereby dispense with demand of payment of this note, and authorize any attorney-at-law to appear for us, or either of us, at any time after the same shall become due, in any Court of Record in the State of Ohio, or elsewhere, and waive the issuing and service of process, and confess judgment against us, or either of us, in favor of the holder, or holders of this note, for the amount of said note, together with the costs of suit, and to waive and release all errors in said proceedings and petition in errors. We also waive all benefit of advantage to which we may be entitled by virtue of any homestead or other exemption law, now, or hereafter in force, in this or any other State, or elsewhere, where judgment may be entered by virtue hereof.

G. W. O'Harra

Plain City DEALER Print.

Dec 11 1896

Received of John Riley Constable

Twelve & 64/100 Dollars

In full of suit against

G Woodard

$12.64 H. A. Fleming

Lending Partner of L Engemach & Co

No. .....

Doc. ..... Page .....

Before J. M. McDowell

JUSTICE OF THE PEACE,

Jerome Township.

H. A. Fleming & Co. Plaintiff.

vs.

G. H. Ohara Defendant.

SUMMONS.

Returnable Aug 19th 1896

at 1 o'clock P M.

Amount for which Judgment is claimed, - - - $12.67

With interest from

..... 189

Justice's Fee, - - - - $.....

Constable's Fee, - - - - $.....

$.....

Returned and Filed,

....., 189

Justice of the Peace.

A true copy. Attest:

..... Constable

Published by The Ruggles-Gale Co. Blank Book Manufacturers and Legal Blank Publishers, Columbus, O.

I Received this Writ August 13th 1896, and I served the same on the 14th day of August 14 1896, on the defendant G. H. Ohara By copy

Sabra Riley Constable.

CONSTABLE'S FEES.

Service, - -	$ 25
Mileage, - -	20
Copy, - - - -	25
Total, -	$ 70

*By delivering (or leaving) a certified copy thereof, and of the indorsements thereon, to (him, her or them each) personally (or at his, her, or their several places of residence). ..... Not found guilty in my jurisdiction.

Published by THE RUGGLES-GALE CO., Blank Book Manufacturers and Legal Blank Publishers, Columbus, O

SUMMONS.

Revised Statutes, Secs. 6175-6.

THE STATE OF OHIO, Union COUNTY, SS.

To any Constable of Jerome Township, in said County, GREETING:

YOU ARE HEREBY COMMANDED to summon G. H. Chaffa

to appear before me J. P. McDowell, a Justice of the Peace, at my office in Jerome Township, on the 19th day of August, A. D. 1896, at 1 o'clock P. M., to answer the action of H. A. Fleming surviving partner of S. Ungemach & Co. for amount due on a promissory note given Jan 17th 1891

The Plaintiff asks a judgment for the amount indorsed hereon

You will make due return of this writ on or before the 19th day of August A. D. 1896, at 1 o'clock P. M.

WITNESS my hand, this 13th day of August A. D. 1896

J. P. McDowell

Justice of the Peace.

No .....

Civ. Doc ..... Page .....

Before J P McDowell
JUSTICE OF THE PEACE,

Jerome Township,

Union County, Ohio.

H. A. Fleming surviving partner of L Illyenmach & Co
Plaintiff .

vs.

G. H. Ohio

Defendant .

AFFIDAVIT FOR ATTACHMENT.

Filed August 13th, 1896

J P McDowell
Justice of the Peace.

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Published by The Ruggles-Gale Co., Blank Book Manufacturers and Legal Blank Publishers, Columbus, O.

Published by THE RUGGLES-GALE CO., Blank Book Manufacturers and Legal Blank Publishers, Columbus, O.

AFFIDAVIT FOR ATTACHMENT.

Revised Statutes, Secs. 6189-98.

H. A. Fleming surviving partner of L. Ungemach & Co Plaintiff.

vs.

G. K. Ohara Defendant.

Before J. P. McDowell
JUSTICE OF THE PEACE,
Jerome Township
Union County, Ohio.

The State of Ohio, Union County, ss.

The said Plaintiff H. A. Fleming being duly sworn, says that G. K. Ohara said Defendant is justly indebted to said Plaintiff for amount of note given Jan. 17th 1891

that said claim is just; that he believes said Plaintiff ought to recover thereon the amount of twelve and 00/100 Dollars; that the property sought to be attached is not exempt from execution; that said property is not the personal earnings of said Defendant for services rendered within three months prior to the commencement of this action; ~~that said earnings amount to more than $150 00, and that only the excess over that amount is sought to be attached~~; that the Defendant is not ~~the head or support of a family, and has not in good faith the maintenance and support of a widowed mother wholly dependant on him for support~~; and that* said defendant is a non resident of Union County Ohio

the head and support of a family

that the defendant is not

~~said affiant further makes oath and says that he has good reason to believe and does believe that~~

~~of and within said County of~~ ha in possession property ~~of said Defendant liable to be attached in this action, to-wit:~~

H. A. Fleming

Sworn to before me and signed in my presence, this 13 day of August A D. 1896

J. P. McDowell
Justice of the Peace.

*Here insert some one or more of the particulars stated and as shown in Sec. 6189, Revised Statutes; see O. L. Vol. 88, p. 278.

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

H. A. Fleming surviving partner of L Ungemach & Co Pl'ffs.

vs.

G. W. Oharra Def'ts.

Judgment, $12.14

Before J. P. McDowell Justice of the Peace.

No. 117 Amount Claimed, $12 74

August 13th 1896

The Plaintiff filed his bill of particulars which is in substance as follows: $8.74 Jan. 17th 1891

Thirty days after date for value received we jointly and severally promise to pay To L. Ungemach & Co, eight and 74/100 dollars with interest at eight per cent, with a judgment note clause. Signed G. W. Oharra

Substance of Affidavit for attachment filed the same day

The said plaintiff H. A. Fleming being duly sworn, says that G. W. Oharra said defendant is justly indebted to said plaintiff for amount of note given Jan, 17th 1891 that said claim is just; that he believes said plaintiff ought to recover thereon the amount of twelve and 74/100 dollars; that the property sought to be attached ~~to be attached~~ is not exempt from execution, that said property is not the personal earning of said defendant for services rendered within three months prior to the commencement of this action and that said defendant is not the head and support of a family; and that said defendant is a non resident of Union county Ohio (Signed) H. A. Fleming

On said day I issued summons and order of attachment returnable Aug. 21st 1896 at 1 oclock P. M.

Return of summons

I received this writ August 13th 1896 and I served the same on the 14th day of August 1896 on the defendant G. W. Oharra by Copy, service 25, mileage 20 copy 25 Total 70

(Signed) John Riley constable

Return of Order

August 13th 1896 received this writ 8 oclock P. M. August 14th 1896 I went to the place where the defendants property described in an annexed inventory and appraisement was found, and there at 4 oclock, P. M. of said said day, in the presence and hearing of F. M. Courtright and R. H. Sells two credible persons, did declare that by virtue of this order I attached the property at the suit of H. A. Fleming and did then and there attach it; and I then with F. M. Courtright and R. H. Sells two house holders of the county of Union after administering to them an oath truly to inventory and appraise said property made a true inventory and appraisement, being all that was attached: and said inventory and and appraisement signed by one and the Two is annexed

JUSTICE'S FEES.		Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons			25		
Affidavit			41		
Order of			41		
Undertaking					
Subpœna	Names				
Swearing	Witnesses				
Adjournment					
Filing 4	Papers		28		
Record 350	Words		75		
Judgment			48		
Satisfaction					
Bail for Stay		$2	40		
Execution and Filing					
Trans. and Certificate					

CONSTABLE'S FEES.			
Sum., Serv., and Mileage		70	
Orders Sub., Serv., and Mileage		85	
Sum. Appraisers		1	00
Schedule and Bond			
Serv. Garnishee			
Att. Trial			
Sum., Jury and Mileage Extra over 4 Drayage Copies		1	00
Ex. and Per Cent.			
Appraisers fees		2	00

WITNESSES.			

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FOR Jerome TOWNSHIP.

to and returned with this order said property now remains in my custody.
Signed John Riley Constable

At the return day Aug 19th 1896 another suit was in session which closed at 8 o'clock A.M. Aug 20th 1896 to which time this action was postponed, at which time the plaintiff ~~The plaintiff~~ appeared and put his note in as his evidence the case the defendant did not appear,

Therefore it is considered by one that the defendant H. A. Fleming as surviving partner of the firm of L. Ungemach & Co. recover of the defendant the sum of twelve and 67/100 dollars debt and his costs as taxed, $12.67 in the margin of this case and interest and costs that accrue J. P. McDowell J.P.

, 18 . the Defendant in the above case came and by

his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires
J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P.
for Dollars and
cents, and costs taxed
and the said
intends to appeal
therefrom to the Court of Common Pleas of
County. Now, therefore, I,
of do hereby
promise and undertake to the said
in the sum of
Dollars,
that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

280

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

E. L. Harrell & Son, Publishers, Springfield, Ohio.

J Bailey Charra

Pl'ffs.

vs.

H. A. Fleming

Def'ts.

Judgment, $

Before J P McDowell Justice of the Peace.

No. 118 Amount Claimed, $

Trial for right of property Aug 15th 1896

The Plaintiff filed his bill of particulars which is in substance as follows: I claim the following property to-wit 1 pr elk horns, 9 deer heads 2 antelope heads, 3 mink hides 2 fine deer hide 4 dressed deer hides, 1 stuffed Beaver 1 antelope hide 1 papoose Board & pelt 1 scalping knife, 1 mountain sheep head 14 Buffalo heads, 1 lariat rope, 1 Tomahawk, ~~1 prairie dog, 2 Buffalo heads~~ 1 (1 hide (no name 1 lot of curosities (Stones petrified wood etc) attached by virtue of an order of attachment issued by J.P. McDowell J. P. of Darby township Union County against O. N. Charra at the suit of H. A. Fleming, and I demand a Trial, and order for the delivery of said property to me having given due notice to said H. A. Fleming &c the premises &c dated Aug 15th 1896

(signed) J. B. Charra

At the time set for trial I demanded of claimant curity for costs

This undertaking witnesseth: Whereas J. B. Charra a non-resident of Jerome township Union County Ohio having brought an action against H. A. Fleming before the undersigned J P McDowell J. P. a justice of the Peace of said township, to hore prosecute security for costs therein to be given.

Now, we the said J. B. Charra and O. C. McCune his surety, hereby undertake and promise the said H. A. Fleming to pay all costs that may accrue in this action, J B Charra

O C McCune

Taken by and signed before me and surety approved by me this 19th day of August A.D. 1896

J P McDowell J P

Aug 19th A.D. 1896 1 o'clock P.M. parties appeared the said J. B. Charra produced the said notice which is follows to-wit

To H. A. Fleming sir you will take notice that I claim the following property which has been levied upon as the property O. N. Charra by John Riley constable on a certain attachment issued by J. P. McDowell J. P. in your favor to wit;

JUSTICE'S FEES.	Plff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons				
Affidavit				
Order of				
Undertaking	40			
Subpœna 9 Names	65		60	
Swearing 9 7 Witnesses	45		35	
Adjournment				
Filing 3 Papers	15			
Record 500 Words	75			
Judgment	40			
Satisfaction				
Bail for Stay				
Execution and Filing				
Setting	100			
Trans. and Certificate	375		95	

CONSTABLE'S FEES.				
Sum., Serv., and Mileage				
Sub., Serv., and Mileage			185	
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial	1.00			
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				

WITNESSES.				
O. N. Charra	50			
Lena Latham	50			
Homer Latham	50			
Simon Moore	50			
Frank Jackson	50			
Sherm Edwards	50			
O. C. McCune	50			
Frank Malone	50			
J. F. Malone			50	
E. Pitcher			50	
H. Longacre			50	
H. Hostetter			50	
Ollie Ward			50	
Odella Fleming			50	

RT, FOR Jerome TOWNSHIP.

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1 sr. Elk horns, 9 deer heads, 2 antelope heads, 2 mink hides, 2 fine deer hides, 4 dressed deer hides, 1 stuffed beaver, 1 antelope hide, 1 pappoose board & belt, 1 scalping knife, 1 mountain sheep head, 14 buffalo horns, 1 prairie dog, 2 buffalo heads, 1 lariet rope, 1 tomahawk, 1 hide (no name) 1 lot of curiosities, (stone petrified wood &c) a trial will be had of my right to said property before J.P. McDowell J.P. at his office in Jerome township, Union on the 19th day of August A.D. 1896 at 12 o'clock M.

Dated Aug 15th 1896 (signed) J. B. Ohara

I do find that said notice was duly served upon said H.A. Fleming on the 15th day of Aug A.D. 1896. Thereupon trial had, the following witnesses for J.B. Ohara sworn and examined to wit: the plaintiff or claimant, Cena Latham, Homer Latham, G.W. Ohara, Simon Moore, Frank Jackson, Sherm Edwards, O.C. McClure and Frank Malone,

The following witnesses were sworn and examined for H. A. Fleming ~~I do find that said J.B. Ohara failed to establish his right to any part of said property~~ Himself, E.H. Malott, E. Pitches, J.L. Converse, H Woodruff, Ollie Ward and Odella Fleming.

I do find that said J. B. Ohara failed to establish his right to said property. It is therefore considered by me that said H. A Fleming recover of said J. B. Ohara the costs herein taxed $5.30 claimants costs & items as found in the margin of this case J P McDowell J.P.

, 18 , the Defendant in the above case came and by his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, as surety for the above Stay of Execution on the above Judgment of against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this day of A. D. 18 } Stay of Execution expires J. P. } 18 . Am't then due $

, 18 . Issued an Execution for returnable , 18 , and delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said obtained a judgment against the said on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

J. M. Parker

For value received I hereby guarantee the payment of the within note at maturity or any time thereafter and waive protest

Frank Schaffing

Paid on within note twenty dollars - 7/15th

Paid on within note five dollars 7/19th

Filed Sept. 5th 1876

Wong note

Penny Hammond Comp't

vs

John Cunningham

Judgment had on within note September 15th 1876

J. P. McDowell J.P.

No..... Due.....

$ 40 00

PLAIN CITY, OHIO, Feby 14 1895

One year after date, for value received, we, jointly and severally, promise to pay to the order of J. M. Worden at **THE FARMERS' BANK** in Plain City, O.,

Forty 100 Dollars

With interest at eight per cent. after maturity. And it is hereby agreed that after this obligation shall have become due, time of payment may be extended, from time to time, without our knowledge or consent, and we shall remain liable notwithstanding such extension of time, and we hereby authorize ....or any Attorney-at-Law to appear before any Court of Record or Justice-of-the-Peace in the State of Ohio, or elsewhere, at any time after this obligation may become due, and waive process and service thereof and without notice confess judgment against us, or any or either of us, in favor of ..... or the legal holder hereof, for the amount that may appear due thereon, for principal, interest, cost of suit, and all attorney fees, releasing all errors in the judgment so confessed, and waiving all right and benefit of appeal and any or all proceedings to set aside, vacate, open, suspend, or reverse such judgment or execution issued for the collection thereof. We also waive all benefit of advantage to which we may be entitled by virtue of any homestead or other exemption law, now, or hereafter, in force in this or any other State, or elsewhere, where judgment may be entered by virtue hereof. We hereby authorize the payee, its agents or assigns, to sell at public or private sale, any or all Notes, Stock, Bonds, or other evidences of indebtedness pledged as collateral to the payment of this Note.

Witness our hands the day and date above written:

James Patella (L. S.)

(L. S.)

John Cunningham (L. S.)

(L. S.)

282.

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

T. E. E. L. Barrett & Son, Publishers, Springfield, Ohio.

The Monnypenny Hammond Company

Pl'ffs.

vs.

John Cunningham

Def'ts.

Judgment, $16.00

Before J. P. McDowell Justice of the Peace.

No. 19 Amount Claimed, $15 70

September 5th 1896

The Plaintiff filed their bill of particulars which is in substance as follows: $ 40 Plain City Ohio Feby 14th 1895 One year after date for value received, we jointly and severally promise to Pay to the order of J. M. Worden at the Farmers Bank in Plain City O. Fourty dollars with interest at right per cent after maturity with a judgment clause.

Witness our The day and date above written

Indorsements Feb 12th 1896, $20. Feb 17th 1896 5. (Signed) James Patch
John Cunningham

On the 15th day of September A.D. 1896 the defendant John Cunningham came and waived process and ~~asked~~ confessed judgment on the above described note and asked that judgment be entered against him as surety for the balance due on said note

Therefore it is ~~is~~ considered by me that Monnypenny Hammond Company recover of the defendant John Cunningham as surety the sum of $15.70 debt and his costs taxed at one dollar and interest and costs that accrue this 15th day of September A.D. 1896

J. P. McDowell J.P.

December 2 ~~5th~~ 1896 received of John Cunningham $15.00 on above judgment.

JUSTICE'S FEES.	Pl'ff's Cost. Dols.	Pl'ff's Cost. Cts.	Def'ts Cost. Dols.	Def'ts Cost. Cts.
Summons		25		
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing / Papers		5		
Record 200 Words		30		
Judgment		40		
Satisfaction				
Bail for Stay		40		
Execution and Filing				
Trans. and Certificate				

CONSTABLE'S FEES.				
Sum., Serv., and Mileage				
Sub., Serv., and Mileage				
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Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
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September 25th, 1896, the Defendant in the above case came and by his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, ... as surety for the above Stay of Execution on the above Judgment of ..... against ..... do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

..... Surety.

Taken by and signed and acknowledged before me, and surety approved, this ..... day of ..... A. D. 18..... J. P. } Stay of Execution expires Dec. 15th 1896. Am't then due $16 Costs $1.

....., 18..... Issued an Execution for ..... returnable ....., 18....., and delivered the same to ..... Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the ..... day of ..... A. D. 18....., the said ..... obtained a judgment against the said ..... on the docket of ..... J. P. for ..... Dollars and ..... cents, and costs taxed and the said ..... intends to appeal therefrom to the Court of Common Pleas of ..... County. Now, therefore, I, ... of ..... do hereby promise and undertake to the said ..... in the sum of ..... Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this ..... day of ..... A. D. 18.....

..... J. P.

THE STATE OF OHIO,
Union COUNTY, SS.)

IN JUSTICE'S COURT,

E. E. Barrett & Son, Publishers, Springfield, Ohio.

Mrs Ella Boyd

Pl'ffs.

vs.

John Charity

Def'ts.

Judgment, $

Before J. P. McDowell Justice of the Peace.

No. 120 Amount Claimed, $18.00

September 8th 1896

The Plaintiff filed her bill of particulars which is in substance as follows: The said Plaintiff says there is due her from said defendant the sum of $18.00 for boarding and lodging said defendant from the first day of January A.D. 1896 until the first day of May 1896. (Signed) Mrs. Ella Boyd by W. P. Andrews her Plaintiffs Attorney

Substance of Plaintiff's affidavit in attachment The said Ella Boyd being duly sworn says that John Charity said defendant is justly indebted to said plaintiff for board and lodging from Jan. 1st. 1896 to May 1st 1896, That said Claim is just; that she believes said plaintiff ought to recover thereon the amount of eighteen dollars ($18.00); that the property sought to be attached is not exempt from execution; that said property is the personal earnings of said defendant for services rendered within three months prior to the commencement of this action; that the defendant is not the head and support of a family, and has not in good in good faith the maintenance and support of a widowed mother wholly dependant on him for support; And that the said defendant is a non resident of the County of Union Ohio; said affiant further makes oath that she has good reason to believe and does believe that one Charles Butler of and within said county of Union has in his possession property of said defendant liable to be attached in this action to wit That the said Charles Buler is indebted to the said John Charity to the amount of $25.00 more or less

(Signed) Mrs Ella Boyd

On the same day issued Order of attachment attachment and summons for defendant returnable Sept. 18th 1896 at 1. P.M. Return of order & summons I could not come at the property alleged to be in the possession of Chas Butler the garnishee; and Sept. 9th 1896 at 10 o'clock A.M. I served Charles Butler a written notice to appear and answer, etc. by leaving said copy of this order and said notice with Charles Butler personally a copy of which notice is hereunto annexed I also served the defendant with a true copy of this order personally

JUSTICE'S FEES.	Pl'ff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons	25			
Affidavit	40			
Order of	40			
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing Papers				
Record 500 Words	75			
Judgment	40			
Satisfaction				
Bail for Stay				
Execution and Filing				
Trans. and Certificate				

CONSTABLE'S FEES.				
Sum., Serv., and Mileage	25			
Sub., Serv., and Mileage Order of attachment	65			
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee	40			
Att. Trial				
Sum., Jury and Mileage				
2 Copies	50			
Ex. and Per Cent.				

WITNESSES.				
Garnishee	50			

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Return of summons

Received this writ Sept 7th 1896, and I served the same on the 9th day of Sept. 1896 on the defendant personally by copy. (Signed) D. L. Lombard
fees
service and return of order 40 Summons 25 notice 40 2 copies 50 mileage 25 Total $1.80 Deputy Constable

Defendants set off and counter claim filed

Plaintiff is justly indebted to him on book account as follows as follows
Feby 6th 1896 to 1 days labor $1.00 Feb. 20th to 1 spade and shovel $2.50 1.50
June 15th to one day hauling feed 1.50
" 19th Husking 50 bushels corn at 4¢ per bust 2.00
July 20 1st To 1 saw and two iron wedges 2.00
.25
$12.75

Defendant however admits that he boarded with plaintiff as alleged in plaintiffs bill of particulars, but alleges that he is entitled to a rebate of at least one weeks board by reason of having only one meal on each and every sunday he boarded there which would amount to $2.50. Making defendants total set-off $15.25 leaving a balance due plaintiff of $2.75 and defendant asks judgment accordingly (Signed) John Charity by his Counsel H. M. Rouse

Tender Defendant tender, to Mrs Ella Boyd hereby offer to allow judgment to be taken on the above action against me for the sum of two dollars and seventy five cents ($2.75) and costs.
Sept. 11th 1896 (Signed) John Charity by his Counsel H. M. Rouse
Sept 18th 1896 Parties met Plaintiff accepted defendants tender. Therefore it is considered by me that the plaintiff recover of the defendant herein the sum of two and 75/100 dollars debt and the costs herein taxed at four and 50/100 dollars as per items as per items in the margin of this case.
J. P. McDowell J. P.

In the disclosure of the garnishee I find that he was indebted to the ~~the~~ defendant the sum of five and 75/100 dollars which he paid into Court. Paid plaintiff $1.25 Constable $1.80
garnishee

_____, 18____, the Defendant in the above case came and by
_____ his surety, resident of the County, approved by me as
good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, _____ as surety for the above Stay of Execution on the above Judgment of _____ against _____ do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

_____, Surety.

Taken by and signed and acknowledged before me, and surety approved, this _____ day of _____ A. D. 18____ } Stay of Execution expires
J. P. } 18____. Am't then due $

_____, 18____. Issued an Execution for _____ returnable _____, 18____, and delivered the same to _____, Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the _____ day of _____ A. D. 18____, the said _____ obtained a judgment against the said _____ on the docket of _____ J. P. for _____ Dollars and _____ cents, and costs taxed and the said _____ intends to appeal therefrom to the Court of Common Pleas of _____ County. Now, therefore, I, _____ of _____ do hereby promise and undertake to the said _____ in the sum of _____ Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this _____ day of _____ A. D. 18____

J. P.

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THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

T. E. & L. Bargett & Son, Publishers, Springfield, Ohio.

Robert Purdum

Pl'ffs.

vs.

Frank Straus

Def'ts.

Judgment, $

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons	25			
Affidavit				
Order of				
Undertaking				
Subpœna 5 Names		45		
Swearing 3-5 Witnesses	15	25		
Adjournment				
Filing 8 Papers	10			
Record 500 Words	75			
Judgment	40			
Satisfaction				
Bail for Stay				
Execution and Filing				
Sitting	100			
Trans. and Certificate	2	65		

CONSTABLE'S FEES.				
Sum., Serv., and Mileage + Copy	1	05		
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial	1	00		
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				

WITNESSES.				
Mr. Wilson	25			
Mrs Purdum	25			
Andrew Martin			50	
Lem Scoby			90	
Harvey Davis			80	
Mrs Harvey Davis			80	

Before J. D. McDowell Justice of the Peace.

No. 121 Amount Claimed, $

Sept. 14th 1896

The Plaintiff filed Writ bill of particulars which is in substance as follows: Com Plaint

The undersigned Robert Purdum a resident of the County of Union Ohio, doth hereby make his Com Plaint to you against on Frank Crouse for this that the said Frank Crouse hath ever since the 7th day of September in the year 1896 and doth still unlawfully detain from the undersigned Possession of the following premises situated in the township of Jerome in said County of Union and discribed as follows, The one story frame dwelling dwelling house situated on the farm of William Martin in Jerome Township Union County Ohio.

The said Frank Crouse entered upon said premises as the tenant of the undersigned, the lease whereof expired at the time herein first mentioned, and from that time the said Frank Crouse hath unlawfully and forcibly held over his said term, On the 7th day of September in the year 1896 the undersigned duly served upon said Frank Crouse as required by law, notice in writing, to leave said premises,

The undersigned asks process and restitution etc, dated this 14th day of Sept A.D. 1896

(signed) Robert Purdum by his Counsel
H. M. Rouse

Summons
issued on the same day and gave it to John Riley constable returnable Sept, 21st 1896 at 1 P.M.

Return

Received this writ Sept. 14th 1896 and served the same on the within named Frank Crouse by Copy of the original Sept. 15th 1896 at his Residence, service 25 mileage 55 copy 25 Total $1.05

signed John Riley Constable

I issued defendants subporna, for Albert Martin Harvey Davis, Mrs Harvey Davis, Lem. Scoby and Sena Krauz

September 21st 1896

Parties met, defendant made a general denial of the allegations in plaintiffs Com-plaint, when the case was called

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Trial had Plaintiff, his wife and a Mrs Wilson were examined for the plaintiff, the defendant, Andrew Martin, Lem Scoby, Harvey Davis and Mrs Harvey Davis were sworn and examined for the defense.

I do find from said evidence that the defendant is guilty in manner and in form as the plaintiff hath in his complaint set forth; and that the same and the matters therein stated are true.

It is therefore considered by me that, that said plaintiff have restitution of the premises mentioned and described and recover of said defendant the costs herein taxed at $5.20 defendants costs $3.70 as per items in the margin of this case, and costs that may accrue

J. D. McDowell J.P.

, 18 , the Defendant in the above case came and by

his surety, resident of the County, approved by me as

good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires

J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of

A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P.

for Dollars and

cents, and costs taxed

and the said

intends to appeal

therefrom to the Court of Common Pleas of

County. Now, therefore, I,

of do hereby

promise and undertake to the said

in the sum of

Dollars,

that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

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THE STATE OF OHIO,
Union COUNTY, SS.

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

George H. Benson

Pl'ffs.

vs.

Thomas J. Haynes

Def'ts.

Judgment, $

Before J. P. McDowell Justice of the Peace.

No. 122 Amount Claimed, $ 12.65

December 23d. 1896

The Plaintiff filed his Aff'dt for attachment & bill of particulars which is in substance as follows:

The said plaintiff Georgeh. Benson being duly sworn, says that Thomas J. Haynes said defendant is justly indebted to said plaintiff for account for poultry sold to him, per'd Brentingham his agent, about October 1st 1896, that said claim is just; that he believes said plaintiff ought to recover thereon the amount of twelve and 65/100 dollars; that the property sought to be attached is not exempt from execution; that said property is not the personal earnings of said defendant for services rendered within three months prior to the commencement of this action; that the defendant is the head and support of a family and has not in good faith the maintenance and support of ~~an aged~~ a widowed mother, wholly dependant upon him for a living; and; that said defendant is a non resident of Union County Ohio. Said affiant further makes oath and says that he has good reason to and does believe that J. A. Tillman and A. A. Davis of and within said county of Union have in their possession Property ~~in their possession~~ of said defendant liable to attached in this action, to wit; accounts due said defendant

(Signed) Geo. H. Benson

On the same day I issued a summons for defendant and an order of attachment and delivered the same to John Riley constable returnable Jan. 2d. 1897 at 1 o'clock P.M.

Return of Summons

Received this writ December 23d. 1896 and I could not find the defendant within named Thomas J. Haynes in my county whereon to make service, mileage 1 mile 20ct

Signed John Riley Constable

I received this writ December 23d. 1896 and served the same on the within named J. A. Tillman and A. A. Davis as garnishees by copy the same day at their residence at

JUSTICE'S FEES.	Pl'ff's Cost. Dols.	Pl'ff's Cost. Cts.	Def'ts Cost. Dols.	Def'ts Cost. Cts.
Summons		25		
Affidavit		40		
Order of		40		
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment		20		
Filing 4 Papers		20		
Record 700 Words	1	05		
Judgment		40		
Satisfaction		20		
Bail for Stay				
Execution and Filing				
Trans. and Certificate	3	10		
CONSTABLE'S FEES.				
Sum., Serv., and Mileage		20		
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee 4 Mileage	1	25		
Att. Trial				
Sum., Jury and Mileage				
21 Copies		57		
Ex. and Per Cent.		1	95	
WITNESSES.				
A. A. Davis	1	00		
J. A. Tillman	1	00		
A. Baughman		25		
Publication	1	50		
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RT, FOR Jerome TOWNSHIP.

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Signed John Riley, constable

At the time set for trial the garnishees both appeared and answered and I wrote down their answers and filed them with the papers in this case. The plaintiff appeared by his agent A. J. Baughman the defendant failed to appear and after waiting one hour and it appearing from the constables return that the defendant could not be found in this county this case is adjourned till Feb. 13th 1897 for Publication 1 o'clock P.M. I ordered the garnishees to pay the money into my hands upholdage

Feb. 13th 1897 at the time set for trial the plaintiff appeared and after waiting one hour the ~~plaintiff~~ defendant failed to appear, the plaintiff demanded trial, trial had, the plaintiff and A. J. Baughman were sworn and testified and from said testimony I find that defendant is indebted to the plaintiff the amount of $12.65 and also that notice of Attachment had been published in the Union county Journal for three weeks in succession and that the fee for publication $1.50 had been paid.

Therefore it is considered by me, this 13th day of February A.D. 1897, that the plaintiff recover from the defendant the sum of Twelve and 65/100 dollars debt and his costs taxed at $8.75 and costs that accrue

Items of costs found in margin of this case J. P. McDowell J.P.

, 18 . the Defendant in the above case came and by his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, as surety for the above Stay of Execution on the above Judgment of against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this day of A. D. 18 . J. P. } Stay of Execution expires 18 . Am't then due $

, 18 . Issued an Execution for returnable , 18 , and delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said obtained a judgment against the said on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

No. .....

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Before J. P. McDowell
JUSTICE OF THE PEACE,

Jerome Township,

Union County, Ohio.

H. A. Fleming
Plaintiff.

vs

Ora Slyh

Defendant.

EXAMINATION OF AND DISCLOSURE BY GARNISHEE.

Filed March 4th, 1897

J. P. McDowell
Justice of the Peace.

Published by The Ruggles-Gale Co. Blank Book Manufacturers and Legal Blank Publishers, Columbus, O.

CERTIFICATE TO EXAMINATION.

The State of Ohio, Union County, ss.

I, J. P. McDowell Justice of the Peace in and for Jerome Township, in said County and State, do hereby certify that the above named Ora Slyh was by me first duly sworn to answer all questions put to him touching the property of every description and credits of the defendant, Ora Slyh in his possession or under his control, and to disclose truly the amount owing by him to the said defendant, whether due or not;[1] and that the Examination, including the questions and answers by him subscribed, as above set forth was reduced to writing by myself and also so written in the presence of said Garnishee, and was subscribed by him in my presence, at the time and place specified in the caption hereof.

IN WITNESS WHEREOF, I have hereunto set my hand, this 4th day of March, A. D. 1897

J. P. McDowell
Justice of the Peace.

1 In case of a corporation, any stock therein held by or for the defendant, at or after the service of notice.

Published by THE RUGGLES-GALE CO., Blank Book Manufacturers and Legal Blank Publishers, Columbus, O. 81

Examination of, and Disclosure by Garnishee.

Revised Statutes, Sec. 6500.

Before J. P. McDowell Justice of the Peace,
Jerome Township, Union County, Ohio.

H. A. Fleming Plaintiff
vs.
Ora Slyh Defendant.

No

Examination of O. K. West
before me, J. P. McDowell Justice of the Peace in and
for Jerome Township, Union County, Ohio, in the above
entitled case, at my office in said Township, on the 4th day of March 1897
Said O. K. West of lawful age, being
by me first duly sworn, as hereinafter certified, deposes and says as follows:

1st Ques. State your name, age, occupation, and place of residence.

Answer. My name is O. K. West
I am 26 years of age, I am a ms. agent by occupation, and
my place of residence is Plain City Ohio.

2d Ques. Are you indebted to the Defendant and if so how
much ~~is that~~ when is it due?

Answer. Not directly.

3d Ques. Have you any money, stock or bonds in
your possession belonging to defendant?
if so how much and when due?

Ans I have fourteen and 10/100 dollars payable
on demand.
O. K. West.

Doc. No.

Page

Before JUSTICE OF THE PEACE,

Township.

County, Ohio.

Plaintiff.

vs.

Defendant.

Order of Attachment.

With Summons and Notice to Garnishee.

Returnable ..... *at* ..... *o'clock* ..... *M.*

Amount for which Plaintiff will take Judgment if Defendant fail to appear, $.....

With Interest from ..... 189..

Justice's Fees,	$
Constable's Fees.	$
	$

Returned and Filed ..... 189..

Justice of the Peace.

A true copy. Attest:

..... *Constable.*

Published by The Baggies-Gale Co., Blank Book Manufacturers and Legal Blank Publishers, Columbus, O.

☞ The Constable should fill out such of the following as the case requires and erase where necessary. Returns to be made on original writ. For Forms, see Swan's Treatise, pages 434, 435.

RETURN TO ORDER OF ATTACHMENT.

Received this order ..... *189..., at* ..... *o'clock* ..... *M. No property or effects found. The defendant is the owner of an interest in certain real estate in said County, now occupied by* .....

Constable.

And afterward and on the same day, received an order of attachment, issued by ..... *Justice of the Peace, in the action of* ..... *against the within named* ....., *and on* ..... *189...I went to the place where the defendant's property described in the annexed inventory and appraisement was found; and there, at* ..... *o'clock* ..... *M., of said day, in the presence and hearing of* ..... *and* ..... *two credible persons did declare that by virtue of this order, I attached said property at the suit of* ..... *and did then and there attach it; add then with* ..... *and* ....., *two householders of the County of* ....., *after administering to them on oath truly to inventory and appraise said property, made a true inventory and appraisement of said property, being all that was attached; and said inventory and appraisement, signed by me and said householders, is annexed and returned with this order.* ..... *189... In obedience to a writen order of* ..... *Justice of the Peace of* ..... *Township.* ..... *County, hereunto annexed, I restored the following described property above mentioned to* ..... *claimant, to-wit:* .....

Said property now remains in my costody, was delivered to ..... *in whose possession it was found, he having given an undertaking with sufficient sureties, as required by law, herewith returned.*

Constable.

On the ..... *day of* ..... *A. D. 189..., I went to the place where the property described in an inventory and appraisement thereof, made under an order of attachment in the action of* ..... *against the within named* ....., *and served on the* ..... *day of* ..... *A. D. 189..., at* ..... *o'clock* ..... *M., and there on said* ..... *day of* ..... *A. D. 189..., at* ..... *o'clock* ..... *M., in the presence and hearing of* ..... *and* ..... *two credible persons, did declare that by virtue of this order I attached said property, and did then and there attach it as in my hands subject to said prior attachment.*

Constable.

I could not come at the property alleged to be in the possession of ..... *the garnishee: and* ..... *189..., at* ..... *o'clock* ..... *M., I served said* ..... *garnishee with a copy of this order, and a written notice to appear and answer, etc, by leaving said copy of this order and said notice with** ....., *a copy of which notice is hereunto annexed. I also served the defendant with a true copy of this order personally, by leaving same at his usual place of residence.*

..... *Constable.*

* "The said Garnishee personally," or "at the said Garnishee's usual place of residence," or "with L. M., (the President, Secretary, Cashier, or Managing Agent, according to the facts "of said corporation," or otherwise as the case may require.

CONSTABLE'S FEES.

Serv. and Ret. Order ..... persons, ea. 40c.	
" " " Summons ..... " " 25c.	
" " " Notice ..... " " 40c.	
..... Copies, each 25c.	
Mileage ..... miles, 1st 20c, ea. add'l. 5c.	20
Sum. and Swear'g Appraisers,	
TOTAL,	20

RETURN TO SUMMONS.

Received this writ ~~February~~ 14 1897, and I ~~served the same on the~~ ..... day of ~~not found~~ 189 ~~on the~~ defendant ~~in my County Rhodes~~ ~~To make Servis~~

John Riley

Constable.

*By delivering (or leaving a certified copy thereof, and of the indorsements thereon, to (him, her or them each) personally (or at his, her, or their several places of residence.)

..... Not found in my jurisdiction.

Order of Attachment, with Summons and Notice to Garnishee.

ORDER OF ATTACHMENT.

Revised Statutes, Section 6491.

THE STATE OF OHIO, } Before J P McDowell JUSTICE OF THE PEACE,
Union County, ss } of Jerome Township.

H. F. Fleming Plaintiff. } To any Constable of Jerome
vs.
Ora Slyh Defendant. } Township, in said County, Greeting:

You are hereby commanded to attach and safely keep the goods, chattels, stocks or interests in stocks rights, credits, moneys and effects of the defendant, Ora Slyh *in your County, not exempt by law from being applied to the payment of the claim of the Plaintiff,* H. F. Fleming *or so much thereof as will satisfy his claim for* [1] Two and 65/100 *Dollars, and* [2] twenty *Dollars, the probable costs of this action.*

You are also commanded to summon O. K. Frost *that he appear before me, at my office in* Plain City, *on the* [3] 4th *day of* March 1897, *at* 1 *o'clock* P. M., *then and there to make answer, under oath or affirmation, touching the property and credits of the said defendant, within his knowledge or possession.*

You will make due return of this order on or before the 4th *day of* March *A. D. 189*7.

WITNESS my hand this 25th *day of* Feb *A. D. 189*7.

J P McDowell
Justice of the Peace.

1. Here state the amount claimed in Affidavit. 2. Here state an amount sufficient to cover costs, not exceeding fifty dollars.
3. If the summons and this writ be issued at the same time, make the date here the same as the return day of the summons. If the summons has already been issued, then here write "forthwith" and erase all the words printed indicating the time.

SUMMONS.

Revised Statutes, Section 6475-6

The State of Ohio, Union County, ss.

To any Constable of Jerome Township, in said County, Greeting:

YOU ARE HEREBY COMMANDED *to summon* Ora Slyh

to appear before me J P McDowell, *a Justice of the Peace, at my office in* Jerome *Township, on the* 4th *day of* March *A. D 189*7. *at* 1 *o'clock* P. M., *to answer the action of* H. F. Fleming

for amount due on account for goods Sold her Mar 7th 1896

The Plaintiff asks a judgment for the amount indorsed hereon

You will make due return of this writ on or before the 4th *day of* March *A. D. 189*7. *at* 1 *o'clock* P. M.

WITNESS my hand this 25th *day af* February *A D. 189*7.

J P McDowell
Justice of the Peace.

NOTICE TO GARNISHEE.

Revised Statutes, Sec. 6498

Plaintiff.
vs.
Defendant.

Before
Justice of the Peace of
Township *County, Ohio.*

You are hereby notified to appear before the said Justice, at his office in said township, on the *day of* *189* . *at* *o'clock* *M., and answer, under oath, all questions put to you touching the property of every description, and credits of the said defendant* *in your possession or under your control.*

Constable

Township, *189* .

290

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

Edit. E. L. Barrett & Son, Publishers, Springfield, Ohio.

H. A. Fleming

Pl'ffs.

vs.

Ora Slyh

Def'ts.

Judgment, $

Before J. P. McDowell Justice of the Peace.

No. 123 Amount Claimed, $ 2.65

February 25th 1897

The Plaintiff filed his bill of particulars which is in substance as follows: Feb. 25th 1897

Miss Ora Slyh in acc't with H. A. Fleming, Dealer in Boots, shoes, hosiery, trunks, valises, gloves &c.

1896

March 7 1 pr. Shoes $2.50

interest .15

Total $2.65

Affidavit for attachment

The said plaintiff H. A. Fleming being duly sworn; says that Ora Slyh said defendant is justly indebted to said plaintiff for account for goods sold her March 7th 1896 that said claim is just; that he believes said plaintiff ought to recover thereon the amount of two and 65 dollars; that the property sought ~~and~~ to be attached is not exempt from execution; that said property is not the personal earnings for services rendered within three months prior to the commencement of this action; that the defendant is not the head and support of a family, and has not in good faith the maintenance of a widowed mother wholly dependant upon her for support, and that said defendant is a non resident of the said County of Union Ohio, Said affiant further makes oath and says that he has good reason to believe and does believe that O. K. West of and within said County of Union, has in his possession property or money in his hands

(Signed) H. A. Fleming

On the same day I issued an order of attachment and summons, and order to garnishee to appear and answer March 4th 1897 at 10 o'clock P. M.

Return of order

Read this order Feb 25th and served the same on the garnishee O. K. West

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit		40		
Order of		40		
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing Papers				
Record 300 Words		15		
Judgment				
Satisfaction		20		
Bail for Stay		1.70		
Execution and Filing				
Trans. and Certificate				

CONSTABLE'S FEES.		
Sum., Serv., and Mileage	1.05	Paid
Sub., Serv., and Mileage		
Sum. Appraisers		
Schedule and Bond		
Serv. Garnishee		
Att. Trial		
Sum., Jury and Mileage		
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Ex. and Per Cent.		

WITNESSES.		
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4th 1897

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D. K. West

FOR Jerome TOWNSHIP.

by leaving a copy of this order and a notice appear and answer a copy of which notice is herewith returned
I could not find the defendant in my county to serve with order or Summons Service 40¢ Copy 25¢ mileage 20¢ on summons 20 total $1.05 Signed John Riley Constable
Mar. 4th 1897 Garnishee D. K. West appeared and answered that he had in his possession $14.10 cash belonging to said defendant and I ordered him to hold said money until the termination of this case, on the same day Charles Sleyh agent for the defendant Ora Sleyh appeared and ordered that the garnishee pay Plaintiff's claim and the accrued costs which he did and I dismissed the case J. P. McDowell J. P.
March 5th 1897 received from J. P. McDowell J.P. $2.65 in full satisfaction of above claim W. A. Fleming

, 18 , the Defendant in the above case came and by

his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I.

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires
J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P.
for Dollars and
cents, and costs taxed
and the said
intends to appeal
therefrom to the Court of Common Pleas of
County. Now, therefore, I.
of do hereby
promise and undertake to the said
in the sum of
Dollars,
that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

W. K. Roby

Vs

W. A Vanbuskirk et-al

Filed March 15th 1897

J P McDowell J.P.

March 20th 1897

Judgment entered for amount of this note for $129.66⅔ in docket C. Page 293 and costs

J P McDowell J.P.

No..... Due.....

$ 125 00 PLAIN CITY, OHIO, Oct 2 1896

Ninety days after date, for value received, we, jointly and severally, promise to pay to the order of W. H. Roby at THE FARMERS' BANK in Plain City, O., One hundred twenty five 100 Dollars

With interest at eight per cent, ~~after maturity~~ And it is hereby agreed that after this obligation shall have become due, time of payment may be extended, from time to time, without our knowledge or consent, and we shall remain liable notwithstanding such extension of time, and we hereby authorize .....

....or any Attorney-at-Law to appear before any Court of Record or Justice-of-the-Peace in the State of Ohio, or elsewhere, at any time after this obligation may become due, and waive process and service thereof and without notice confess judgment against us, or any or either of us, in favor of ..... or the legal holder hereof, for the amount that may appear due thereon, for principal, interest, cost of suit, and all attorney fees, releasing all errors in the judgment so confessed, and waiving all right and benefit of appeal and any or all proceedings to set aside, vacate, open, suspend, or reverse such judgment or execution issued for the collection thereof. We also waive all benefit of advantage to which we may be entitled by virtue of any homestead or other exemption law, now, or hereafter, in force in this or any other State, or elsewhere, where judgment may be entered by virtue hereof. We hereby authorize the payee, its agents or assigns, to sell at public or private sale, any or all Notes, Stock, Bonds, or other evidences of indebtedness pledged as collateral to the payment of this Note.

Witness our hands the day and date above written:

W. H. Dunbrick (L. S.)

(L. S.)

James D. McKell (L. S.)

Edward Fraser (L. S.)

3435-2

$137 45

Plain City Jan 10 1898

Received of John Riley constable

One hundred & thirty seven & 45/100 Dollars

on claim of Vanbuskirk

W. Ko, Roby

No.

THE STATE OF OHIO,)
Knox COUNTY, SS.)

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

W. K Roby

Pl'ffs.

vs.

W. A. Vanbuskirk
James R. Mitchell and
Isaac Casey

Def'ts.

Judgment, $129.66⅔

JUSTICE'S FEES.	Pl'ff's Cost. Dols.	Pl'ff's Cost. Cts.	Def'ts Cost. Dols.	Def'ts Cost. Cts.
Summons		75		
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing / Papers		5		
Record 400 Words		60		
Judgment		40		
Satisfaction				
Bail for Stay		40		
Execution and Filing		45		
Trans. and Certificate				

CONSTABLE'S FEES.				
Sum., Serv., and Mileage				
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				

WITNESSES.

Before J P McDowell Justice of the Peace.

No. 124 Amount Claimed, $129.66⅔

March 20th 1897

The Plaintiff filed his bill of particulars which is in substance as follows: $125.00 Plain City Ohio Oct 2 1896 Ninety days after date, for value received, we, jointly and severally, promise to pay to the order of W. K. Roby at the Farmers Bank in Plain City O., One hundred and twenty five dollars, with interest at eight per cent, and it is hereby agreed that this obligation shall have become due, time of payment may be extended, from time to time, without our knowledge or consent, and we shall remain liable notwithstanding such extension of time and we hereby authorize or any attorney at law to appear before any court of record or justice of the peace in the state of Ohio, or elsewhere at any time after this obligation may become due, and waive process and service thereof and without notice confess judgment against us or either of us in favor of the legal holder hereof, for the amount that may appear due thereon, for principal, interest, cost of suit, and all attorneys fees, releasing all errors in the judgment so confessed, and waiving all right and benefit and any or all proceedings to set aside vacate, open, suspend or reverse such judgment or execution issued for collection thereof. We also waive all benefit ~~of~~ advantage by virtue of any homestead or other exemption law, now or hereafter in force in this or this or any other state, or elsewhere, where judgment may be entered by virtue hereof. We hereby authorize the payee, its agents or assigns, to sell at public or private sale any or all notes stocks bonds or other evidences of indebtedness pledged as collateral to the payment of this note.
Witness our hands the day and above written.

{Signed} W. A. Vanbuskirk
James R. Mitchell
Isaac Casey

March 20th 1897. W. A. Vanbuskirk and Isaac Casey came, waived process and asked that judgment be entered herein against W. A. Vanbuskirk as principal and against Isaac Casey as surety and to defer entering judgment until James R. Mitchell be brought into court as codefendant March 31st came and said James R. Mitchell came and confessed judgment on the above described note and asked that judgment entered entered against as surety and that the judgment be dated March 20th 1897

RT, FOR Jerome TOWNSHIP.

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Therefore it is considered by me that the plaintiff H. K. Roby recover of the defendants herein, of H. A. Vanbuskirk as principal debtor and against James R. Mitchell and Isaac Casey as sureties, by confession the sum of one hundred and thirty and 66⅔/100 dollars debt and the costs herein taxed as in the margin of this case and interest at 8% and costs that accrue

March 20th 1897 J. P. McDowell J. P.

Execution issued Dec. 22nd 1894

Settled in full

, 18 . the Defendant in the above case came and by

his surety, resident of the County, approved by me as

good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires

J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P.

for Dollars and

cents, and costs taxed

and the said

intends to appeal

therefrom to the Court of Common Pleas of

County. Now, therefore, I,

of do hereby

promise and undertake to the said

in the sum of

Dollars,

that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

Wm. C. Albertson sen.

Vs

Sanford Frazell

Filed July 19th 1897

J. P. McDowell J.P.

July 23rd 1897

Judgment had on the within note for $98.80 and $1.95 costs and costs and interest that accrue

J. P. McDowell J.P.

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note date Dec. 12, 1896: $100.00.

" July 23 1897: 98.81

COGNOVIT NOTE.

$ 76.58 Mechanicsburg Dec 7 1893

Twelve months after date for Value received I promise to pay to Wm Culbertson Jr or order Seventy six 58/100 Dollars with Interest at the rate of 8 per cent. per annum, at Miami Natl

And I hereby authorize any Attorney at Law to appear in any Court of Record in the United States, after the above obligation becomes due, and waive the issuing and service of process and confess a judgment against me in favor of the holder hereof for the amount then appearing due, together with costs of suit, and thereupon to release all errors and waive all right of appeal.

Sanford Frazell (Seal)

(Seal)

(Seal)

No.

Due

THE STATE OF OHIO,
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Wm. Culbertson sen

Pl'ffs.

vs.

Sanford Frazell

Def'ts.

Judgment, $98.80

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit				
Order of				
Undertaking				
Subpæna Names				
Swearing Witnesses				
Adjournment				
Filing 2 Papers		10		
Record 200 Words		30		
Judgment		40		
Satisfaction		20		
Bail for Stay				
Execution and Filing		45		
Order of sale & return		45		
Trans. and Certificate				

CONSTABLE'S FEES.		
Sum., Serv., and Mileage & Copy		70
Sub., Serv., and Mileage		
Sum. Appraisers		
Schedule and Bond		
Serv. Garnishee		
Att. Trial		
Sum., Jury and Mileage		
Copies		
Ex. and Per Cent.		60

WITNESSES.

Before J. P. McDowell Justice of the Peace.

No. 125 Amount Claimed, $98.81

July 19th 1897

The Plaintiff filed his bill of particulars which is in substance as follows: Copy of note

On or before twelve months after date for value received I promise to pay to pay Wm. Culbertson Sr, or order seventy six 5-8/100 dollars with ~~at~~ interest at the rate of 8 per cent per annum from date, and I hereby authorize any attorney at law to at any Court in the United States, after the above obligation becomes due, and waive the issuing and service of process and confess a judgment against me in favor of the holder hereof for the amount then appearing due, together with costs of suit, and thereupon to release all errors and waive all right of appeal

(Signed) Sanford Frazell

Issued Summons on the same day and gave it to John Riley Constable

Return

Received This writ July 19th 1897 and on July 19th 1897 I served the same on defendant Sanford Frazell by leaving a certified at his place of residence Service and return 25¢ Copy 25¢ Mileage 20¢ total $70

(Signed) John Riley Constable

July 23d. 1897

Time for trial having arrived and after waiting one hour and failed to appear, the plaintiff having placed the above described note as his evidence in this action, from which I find that the defendant is indebted to the plaintiff the amount of said note.

Therefore it is considered by me that the plaintiff of the defendant the sum of ninety eight and 80/100 dollars debt and his costs as taxed in the margin of this case. and interest at 8 per cent and costs that accrue

This 23 day of July A. D. 1897

J. P. McDowell J. P.

The plaintiff ordered an execution issued immediately after judgment

RT, FOR TOWNSHIP.

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and July 24th 1897 I issued an execution for $100.75-

Aug. 23" 1897 Execution returned
Levied on property of defendant, as follows 31 acres of growing
corn on the John Rickard, not sold by order of Plaintiff
service 40 cts mileage 20 total total 60 cts
(signed) John Riley Constable

Sept. 15th 1897 issued vendi Exponas for $103.55-
returned October 15th by order of Plaintiff fee service
40¢ mileage 25¢ (signed) John Riley Constable
Costs paid by the Plaintiff Jan. 19" 1898 $2.25-

, 18 , the Defendant in the above case came and by

his surety, resident of the County, approved by me as

good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires
J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of
A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P.
for Dollars and
cents, and costs taxed
and the said
intends to appeal
therefrom to the Court of Common Pleas of
County. Now, therefore, I,
of do hereby
promise and undertake to the said
in the sum of
Dollars,
that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

296

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

T-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Mary A. Davis

Pl'ffs.

vs.

Jacob Kramer

Def'ts.

Judgment, $

Before J. P. McDowell Justice of the Peace.

No. 126 Amount Claimed, $

Oct. 7th 1897

The Plaintiff filed her bill of particulars which is in substance as follows: I claim the following described property to-wit About five (5) acres of corn in the shock levied upon by John Riley constable by virtue of an execution issued by J P McDowell J.P. of Jerome township Union County Ohio against Harvey Davis at the suit of Jacob Kramer advertised to be sold on the 16th day of October 1897 and I demand a trial and an order for the delivery of said property to me having given due notice To the said Jacob Kramer of the premises October 6" 1897

Signed Mrs Mary A Davis
by her atty W. P. Andrews

I issued a subpoena for A Pettet as witness for plaintiff, and one for William Hutson and John Shafer as witnesses for the defense Returned of defendants subpoena both served

October 14th 1897 1 o'clock P.M. the parties appeared; the said Mary A Davis the said notice, which is as follows.

To Jacob Kramer Sir

You will take notice that I claim the following property which has been levied upon as the property of Harvey Davis by John Riley constable on a certian execution issued by J. P. McDowell J.P. in your favor to-wit about five acres of corn in the shock on the farm of Isaac Leonard in Jerome township Union county Ohio A trial of my right to such property will be had before J. P. McDowell J.P. at his office in Jerome township Union County Ohio on the 14th day of October A.D. 1897 at one o'clock P.M.

October 6th A.D. (Signed) Mary A Davis her mark

Witness W. P. Andrews

I do find said notice was duly served upon the said Jacob Kramer on 6th day of October A.D. 1897

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons				
Affidavit				
Order of				
Undertaking				
Subpœna 3 Names	25		30	
Swearing 6 Witnesses	20		10	
Adjournment				
Filing 3 Papers	15			
Record 400 Words	60			
Judgment	40			
Satisfaction				
Bail for Stay				
Execution and Filing				
Sitting	1 00			
Trans. and Certificate	5 00			
Order	40			
	9 40			

CONSTABLE'S FEES.		
Sum., Serv., and Mileage		
Sub., Serv., and Mileage	90	
Sum. Appraisers		
Schedule and Bond		
Serv. Garnishee		
Att. Trial		
Sum., Jury and Mileage	1 00	
	1 90	
Copies	25	
Ex. and Per Cent.	2 15	

WITNESSES.		
Harvey Davis	25	
Albert Pettet	80	
John Riley	25	
Wm Hutson		80
John Shafer		80

RT,

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FOR Jerome TOWNSHIP.

Thereupon trial had; the following witnesses for the said Mary A. Davis, were sworn and examined to wit Mary A. Davis, Harvey Davis, Albert Pettet and John Riley. The following witnesses, for the said Jacob Kramer, sworn and examined to-wit: William Hutson and John Shaffer.

I do find that said Mary A. Davis failed to establish her right to any part of said property.

It is therefore considered by me that the said Jacob Kramer recover the costs herein, taxed at eight dollars and ten cents and costs that accrue

This 14th day of October A.D. 1897

J P McDowell J.P.

I do find that the said Mary A Davis failed to establish her right in any only a third interest in said property, for the use of her team plows etc.

Therefore it is considered by me that said Mary A Davis pay all the costs herein taxed at seven dollars and eighty cents and costs that accrue

This 14th day October

J. P. McDowell J.P.

October 26th 1897 issued execution for $8.20 costs

Returned collected the above execution in cash

, 18 , the Defendant in the above case came and by his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, as surety for the above Stay of Execution on the above Judgment of against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this day of A. D. 18 } Stay of Execution expires
J. P. } 18 Am't then due $

, 18 . Issued an Execution for returnable , 18 , and delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said obtained a judgment against the said on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Mary A Paris

Pl'ffs.

vs.

Clarence Ford and John Ford

Def'ts.

Judgment, $7.50

Before J P McDowell Justice of the Peace.

No. 127 Amount Claimed, $7.50

October 26th 1897

The Plaintiff filed her Affidavit in attachment bill of ~~particulars~~ which is in substance as follows: The said Plaintiff Mary A. Paris being duly sworn, says that Clarence Ford and John Ford, said defendants are justly indebted to said plaintiff for board and lodging, Said Clarence Ford and John Ford owing $7.50, that said claim is just; that she believes said Plaintiff ought to recover thereon the amount of seven and 50/100 dollars; that the property sought and to attached is not exempt from execution; that said property is the personal earnings of said defendants for services rendered within three months prior to the commencement of this action; that the defendants are not the head or support of a family, and have not in good faith the maintenance and support of a widowed mother wholly dependant on them for support and that are non residents of Union County Ohio. Said affiant further makes oath and says that she has good reason to believe and does believe that Charles Butler of and within said County of Union has in his possession property of said defendants liable to be attached in this action, to wit: wages for husking corn or other labor signed Mary A. Paris by her mark Plaintiff and November 29th 1897 by order issued summons and order of attachment returnable ~~to~~ 3 days and delivered the same to John Riley constable

Return of Summons. October 29th 1897

Received this writ October 29th 1897 and served the same on the defendants Clarence & John Ford personally by copy Service 50¢ 2 copies 50¢ mileage 25¢ signed John Riley Constable

Return of writ or order

Recd this writ October 29th 1897 and at ten o'clock October 29th 1897 I delivered a copy of this writ to Charles Butler the garnishee herein with a notice to appear and and answer a copy of which notice is here with returned I also delivered a copy of this order to each of the defendants herein service $1.20 3 copies 75 cts mileage 35 total $2.30

signed John Riley Constable

JUSTICE'S FEES.	Plff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		50		
Affidavit		40		
Order of		80		
Undertaking				
Subpœna Names				
Swearing / Witnesses		5–		
Adjournment				
Filing 2 Papers				
Record 300 Words		45–		
Judgment		40		
Satisfaction				
Bail for Stay				
Execution and Filing				
Trans. and Certificate		$1.60 paid		
		2.60		
CONSTABLE'S FEES.				
Sum., Serv., and Mileage 1 Copy		25		
Sub., Serv., and Mileage				
Sum. Appraisers				
Order of attachment Schedule and Bond 1 mileage		1.55		
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
3 Copies		75		
Ex. and Per Cent.		1.70 paid		
WITNESSES.				

RT, FOR TOWNSHIP.

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Nov. 1st 1897 Charles Butler garnishee came and under oath said that he was owing the defendants Clarence & John Ford the sum of $3.50 which I ordered him to pay into my hands which he did

Nov. 3rd 1897 time for trial the plaintiff appeared and after waiting one hour defendants failed to appear, the plaintiff demanded trial, trial had, plaintiff was sworn and testified and from said evidence I find said defendants indebted to plaintiff as alleged in her affidavit.

Therefore it is considered by me that the plaintiff recover from the defendants Clarence Ford two and 50/100 dollars and John Ford five dollars and that each pay one half the costs here in taxed at $6.15 and cost that accrue. This November 3rd 1897 J P McDowell J.P.

Paid plaintiff 50c constable $1.50

, 18 , the Defendant in the above case came and by

his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires

J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of

A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P.

for Dollars and

cents, and costs taxed

and the said

intends to appeal

therefrom to the Court of Common Pleas of

County. Now, therefore, I,

of do hereby

promise and undertake to the said

in the sum of

Dollars,

that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

110.75
5.25
114.00

THE STATE OF OHIO,
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-12. R. L. Barrett & Son, Publishers, Springfield, Ohio.

Samuel Ryan

Pl'ffs.

vs.

James H. Price and
Ollie C. Price

Def'ts.

Judgment, $110.75

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons	50			
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing 2 Papers	10			
Record 200 Words	30			
Judgment	40			
Satisfaction				
Bail for Stay				
Execution and Filing				
Trans. and Certificate	55			

CONSTABLE'S FEES.				
Sum., Serv., and Mileage	1	45		
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
2 Copies		50		
Ex. and Per Cent.				

WITNESSES.				

Before J. P. McDowell Justice of the Peace.

No. 128 Amount Claimed, $110.75

November 15th 1897

The Plaintiff filed his bill of particulars which is in substance as follows: Jerome Union County Ohio December 5th 1891 Four months from date we or either of us agree to stand responsible until paid to the order of Samuel Ryan for the sum of seventy five dollars for value received of him with eight per cent interest from date. $75.00 (signed) James H. Price
Ollie C. Price

On the same day I issued a summons for the above named defendants returnable November 20th 1897 at ~~10 o'clock P.M.~~ 1 P.M.

Return of the summons Nov. 19th 1897 I received this writ ~~on it~~ November 15th 1897 and on November 15th 1897 served the same on defendants by leaving certified copies thereof at the usual place of residence of the within named James and Ollie C. Price, they being absent Service and return 50c 2 copies 50 mileage 16 miles 95c (signed) John Riley Constable

Nov. 20th 1897 At the time set for trial The plaintiff having filed the above described note as his evidence the case the defendants failed to appear or for one hour thereafter,

It appearing from the constable's return that defendants were duly by copies left at their residence, and from the note that there is conclusive evidence of said indebtedness.

It is therefore considered by me that the plaintiff herein recover of the defendants by default the sum of one hundred and ten dollars and seventy five cents debt and the costs herein taxed at three and 75/100 dollars as per items in the margin of this case and interest at 8 per cent and costs that accrue

J. P. McDowell J.P.

Transcript taken to the execution docket at Marysville Ohio November 30th 1897
Three and 75/100 dollars costs paid December 15 1897 by the Plaintiff

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FOR Jerome TOWNSHIP.

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STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires

J. P. } 18. Am't then due $

, 18. Issued an Execution for

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Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P.

for Dollars and

cents, and costs taxed

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therefrom to the Court of Common Pleas of

County. Now, therefore, I,

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promise and undertake to the said

in the sum of

Dollars,

that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

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Plain City O
Feb. 26. 1898

Received of John Riley
Twenty Dollars ($20) in full
Abraham Gregg Sup.
J M Jackson

THE STATE OF OHIO,
Huron COUNTY, SS.)

IN JUSTICE'S COURT,

712 E. L. Barrett & Son, Publishers, Springfield, Ohio.

F. M. Jackson

Pl'ffs.

vs.

Henry L. Green

Def'ts.

Judgment, $32.16

Before J. R. McDowell Justice of the Peace.

No. 129 Amount Claimed, $32.16

January 13th 1898

The Plaintiff filed his bill of particulars which is in substance as follows: The said plaintiff says there is due him from said defendant the sum of $32.16, for work and labor done and performed in the month of Dec. A.D. 1897 in bailing hay

(Signed) H. P. Andrews Plaintiffs attorney

On the same day I issued a summons for defendant returnable Jan. 19th at 1. P.M.

return of Summons Jan. 19th 1898.

I received this writ Jan. 14th 1898 and on Jan 14th 1898 served the same on defendant by leaving certified copy on the defendant Henry L. Greene personally constable's fees service & return 25c Copy 25c mileage 25 Total $.75c (Signed) John Riley Const.

At the time set for trial parties met and defendant asked for trial by Jury and filed his bill of Particulars which is as follows Defendant denies that he is indebted to Plaintiff in the sum of $32 16/100 or any other sum whatever, he further denies that he ever employed Plaintiff to perform any manual labor for him of any kind whatever, and that he has never agreed to stand good for any debt or demand that any other person may have have held against him or he against any other other person. And defendant asks a Judgment accordingly. (Signed) H. L. Green

By his counsel H. M. Rouse

Issued Sub for Ed. Jones, Phil. Haynes and for Hen. Fredrick for plaintiff, for Wm. Scott for defendant. The following persons were selected as Jurors and venire issued: Jasper Converse, Del. Snodgrass, D. D. Lombard, Ernest Beach and R. H. Barrick

Case adjourned till 9 o'clock A.M. Jan. 25th 1898

Defendants returned served by himself distance 3 miles

Venire returned all served

Plaintiffs subs returned all served

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit				
Order of				
Undertaking				40
2 Subpœnas 4 Names		35		25
Swearing 6 Witnesses		20		10
Adjournment		20		20
Filing 4 Papers		20		
Venire				40
Venire				40
Record 500 Words		75		
Judgment		40		
Satisfaction				
Bail for Stay				
Execution and Filing		45	Paid	
sitting		1 00		
Trans. and Certificate				

CONSTABLE'S FEES.				
Sum., Serv., and Mileage & Copy		75		
Sub., Serv., and Mileage	10	70	1.10	
Sum. Appraisers				
Schedule and Bond			Paid	
Serv. Garnishee				
Att. Trial		1.00		
Sum., Jury and Mileage		1 25		1 25
Copies				
Ex. and Per Cent.				

WITNESSES.		
Ed Jones	50	
Phil. Haynes	50	
Hen. Frederick	50	
C. H. Marsh		48
A. Holleran		50
R. Golden		71
Wm Scott		80
Jasper Converse		75
Del. Snodgrass		76
R. Wells		75
D. D. Lombard		75
R. H. Barrick		75
E. Beach		70

RT, FOR Jerome TOWNSHIP.

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Jan 20th 1898 case called and jury sworn, F. M. Jackson, Ed. Jones Phil. Haynes, and Hen. Frederick sworn and examined for plaintiff and Henry L. Green and Wm. Scott were sworn and examined for defendant after which the case was given to the jury and after considering the testimony they brought in the following verdict to wit: We the jury do find and assess the plaintiff's claim herein against the defendant to the sum of $32.16/100 dollars. (signed) Delmore Snodgrass foreman

Jury fee paid by Plaintiff

It is therefore considered by one that the plaintiff herein recover from the defendant herein the sum of Thirty two and 16/100 dollars debt and his costs herein taxed at $7.38 and Jury fee $4.50 as per items the margin of this case and interest and costs that accrue.

J. P. McDowell J.P.

Jan. 22nd 1898 Motion for new trial

Now comes the defendant H. L. Green and moves the justice of the peace herein to set aside the verdict of the jury as rendered in said action, and grant a new trial of said cause, on the grounds of newly discovered testimony for which he could not with reasonable diligence have discovered and produced at the trial (signed) H. L. Green by his counsel H M Rouse

Affidavit of H. L. Green in support of motion

Now comes H. L. Green of lawful age who being duly sworn says that he was defendant in the suit of F. M. Jackson Vs H. L. Green, trial by jury on the 20th day January 1898 before J. P. McDowell a justice of the Peace in and for Jerome County of Union and State of Ohio, and in which said cause, said jury rendered a verdict against him as defendant, that after rendering of said verdict by said jury, he came into possession of newly discovered evidence, which is material, which he could not with reasonable diligence have discovered and produced at the Trial, and further deponent saieth not (signed) Henry L. Green

Jan. 25th 1898 Parties appeared, O. K. Fest, A. Holleron, Wm. Marsh, and R. Golden sworn & examined by the Jury in the case, defendant demanded a jury the following was selected. David Moss Smith Ohasa, Hom. Noteman, Lu. Curry, Chas. M. Jones & H. P. Woods, and case set for which I am satisfied that additional evidence may be had and do set aside the verdict of Feb 1st 1898. Continued on Page 427

. 18____. the Defendant in the above case came and by

his surety, resident of the County, approved by me as

good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires

J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of

A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P.

for Dollars and

cents, and costs taxed

and the said

intends to appeal

therefrom to the Court of Common Pleas of

County. Now, therefore, I,

of do hereby

promise and undertake to the said

in the sum of

Dollars,

that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

Jany 15-97. Paid in Corn by B. & C. Mitchell
$7.56

Jany 15-97. Paid in corn by F. Channell. 3.60

Balance Jan. 15. 1898
$4.45

For value received ..... hereby guarantee payment of the within Note and waived demand and notice of protest on same when due.

L. W. Hutchinson

L. Z. and Statler

Pay ..... James Peck

OR ORDER

The United Banking & Savings Co.,
CLEVELAND, O.
E. WEBENSON, Treasurer.

Paid $4.45
Jan. 20, 1898
Indorsement on this note
J. P. Mitchell & Co.

Jany 14, 1898
Paid on this note
$4.45
J. P. Mitchell & Co.

$ 14—

PLEASE REPORT BY
Correspondent No. 6020
The Mercantile Banking & Savings Co

Cleveland, O. September 1 1895

One day after date, for value received we promise to pay to the Order of

J. L. & H. STADLER,

××× Fourteen ××× Dollars,
100

payable at Farmers Bank Plainfield ~~Cleveland~~, Ohio, with interest at six per cent from date. & all costs of collection

And we hereby authorize any Attorney-at-Law to appear in any court of record in the United States, after the above obligation becomes due, and waive the issuing and service of process and confess a judgment against us in favor of J. L. & H. STADLER, or any holder of this note, for the amount then appearing due, together with costs of suit, and thereupon to release all errors and waive all right of appeal.

George Mitchell
C. L. Mitchell.

Post Office Plainfield O.

F Frank Channell

Due Jan 20th 1898 — $15.70
4.45

Jan. 20th 1898.
Judgment had on the within note for fifteen and 70/100 dollars and $4.45 Cents Costs.
J. P. McDowell J.P.

For value received ... hereby guarantee payment of the within Note and waived demand and notice of protest on same when due.

L. W. Hutchison
J. L. & H. Stadler

Pay ... Fannie Beach
OR ORDER.
The United Banking & Savings Co.,
CLEVELAND, O.
L. ... Cashier, Treasurer.

Filed Jan 13th 1898
J. P. McDowell J.P.

J. L. & H. Stadler
vs
Frank E. Johnson

$ 12.50 w/ 2% 90

PLEASE REPORT BY
Collection No. 6127
The United Banking & Savings Co

Cleveland, O. October 1 1894

One year after date, for value received I promise to pay to the

Order of J. L. & H. STADLER,

Twelve 50/100 Dollars,

payable at Farmers Bank Plain Ohio, with interest at six per cent from date. 8% after maturity

And we hereby authorize any Attorney-at-Law to appear in any court of record in the United States, after the above obligation becomes due, and waive the issuing and service of process and confess a judgment against us in favor of J. L. & H. STADLER, or any holder of this note, for the amount then appearing due, together with costs of suit, and thereupon to release all errors and waive all right of appeal.

Frank Chamberlain

Post Office Plain Ohio

No 395

June 21787

THE STATE OF OHIO,
Union COUNTY, SS.)

IN JUSTICE'S COURT,

12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

J. L. & H. Stadler

Pl'ffs.

vs.

Frank Channel

Def'ts.

Judgment, $20.15

JUSTICE'S FEES.		Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons			25		
Affidavit					
Order of					
Undertaking					
Subpæna	Names				
Swearing	Witnesses				
Adjournment					
Filing 2 Papers			10		
Record 500 Words			45		
Judgment			40		
Satisfaction			20		
Bail for Stay					
Execution and Filing					
Trans. and Certificate					
					1 40

CONSTABLE'S FEES.			
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Sub., Serv., and Mileage			
Sum. Appraisers			
Schedule and Bond			
Serv. Garnishee			
Att. Trial			
Sum., Jury and Mileage			
	Copies		
Ex. and Per Cent.			

WITNESSES.

Before J. P. McDowell Justice of the Peace.

No. 130 Amount Claimed, $20.15

Jan. 14" 1898

The Plaintiff filed their bill of particulars which is in substance as follows: copies of note as filed

$13.50 Cleveland O. October 1" 1895

One year after date, for value received I promise to pay to the order of J. L. & H. Stadler, Thirteen & 50/100 dollars Payable at Farmer's Bank Plain City Ohio with interest at six per cent from date, 8% after maturity and we hereby authorize any attorney at law to appear in any court of record in the United States after the above obligation becomes due, and waive the issueing and and service of process and confess Judgment against us in favor of J. L. & H. Stadler, or any holder of this note for the amount then appearing due, together with the costs of suit and thereupon to release all errors and waive all right of appeal, Frank Channel

Post office Plain City

Indorsed

For value received I hereby guarantee payment of the within note and waived and notice of protest of same when due (Signed) L. W. Hutchisson

Copy of 2nd note

$14. Cleveland O. September 1.. 1895

One year after date for value received we promise to pay to the order of J. L. & H. Stadler fourteen dollars Payable at Farmer's Bank. Plain City Ohio with interest at six percent from date, 8% after maturity. (with clause in as above) (Signed) George Mitchell
C. M. Mitchell
Frank Channel

Indorsements. Jany 15" 1897 Paid in Corn by G. & C. Mitchell $3,
Jany 15" 97 Paid in corn by F. Channel $3.60
with same guarantee as above L. W. Hutchisson
Jan 14th 1898 issued summons for F. Chamel returnable Jan. 20" 1898 1. P. M.
return of summons Jan. 20" 1898
I received this writ January 14th 1898 and on January 17th 1898 served the same on defendant by leaving a certified copy thereof at his residence
service & return 25 Copy 25 Mileage 5 5 total $1.05
(Signed) John Riley Constable

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Jan. 20th 1898 defendant Frank Channel came and confessed that he was indebted to said plaintiffs the amount still due on said notes It is therefore considered by me that the plaintiffs herein recover from the defendant herein the sum of ~~twenty~~ and 15/100 dollars debt and the costs herein taxed at $2.75 and interest 8% and costs that accrue

J. P. McDowell J.P.

, 18____. the Defendant in the above case came and by his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, _____ as surety for the above Stay of Execution on the above Judgment of _____ against _____ do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

_____, Surety.

Taken by and signed and acknowledged before me, and surety approved, this _____ day of _____ A. D. 18____ } Stay of Execution expires _____ J. P. } 18____. Am't then due $ _____

_____, 18____. Issued an Execution for _____ returnable _____, 18____, and delivered the same to _____, Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the _____ day of _____ A. D. 18____, the said _____ obtained a judgment against the said _____ on the docket of _____ J. P. for _____ Dollars and _____ cents, and costs taxed and the said _____ intends to appeal therefrom to the Court of Common Pleas of _____ County. Now, therefore, I. _____ of _____ do hereby promise and undertake to the said _____ in the sum of _____ Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this _____ day of _____ A. D. 18____

_____ J. P.

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-12. E. C. Barrett & Son, Publishers, Springfield, Ohio.

Martin Shaffer

Pl'ffs.

vs.

Wm Hudson

Def'ts.

Judgment, $

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons	25			
Affidavit				
Order of				
Undertaking				
Subpœna 8 Names	50		10	
Swearing 4 Witnesses	25		20	
Adjournment	20			
Filing Papers				
Venire	40			
Sitting	1.00			
Record 300 Words	40			
Judgment	40			
Satisfaction				
Bail for Stay				
Execution and Filing				
Trans. and Certificate				
	3 45		30	

CONSTABLE'S FEES.	
Sum., Serv., and Mileage	
Sub., Serv., and Mileage	
Sum. Appraisers	
Schedule and Bond	
Serv. Garnishee	
Att. Trial	1.00
Sum., Jury and Mileage	1.35
Copies	
Ex. and Per Cent.	

Jury	
Aaron Noteman	75
Clark Rickard	75
Mc Frazell	75

WITNESSES.		
C. Turner Pd by P.	1.00	
Ed Shaffer.	80	
Bert Allwine	80	
Geo. Crook	80	
Mrs C. Hudson		80
Will Michaels		80
Harvey Davis		80

Before J. P. McDowell Justice of the Peace.

No. 131

Amount Claimed, $42.02

Jan. 18th 1898

The Plaintiff filed his bill of particulars which is in substance as follows: Plaintiff says that on 7th day of December 1897 he entered into a verbal contract with defendant under the terms of which Plaintiff was to husk 60 acres of standing corn at 3½ cents per bushel and ten acres of shock corn at 4 cts per bushel, Plaintiff was to crib the standing and defendant team to do the hauling and defendant was to crib the shock corn, Plaintiff was to receive his dinners at the defendants while husking said corn, Plaintiff avers that he immediately entered upon the performance of his contract and when he had husked something less than the 1/2 of the standing corn and 147 bushels of the shock corn, defendant caused Plaintiff to abandon his contract. And Plaintiff claims that by reason of defendant's abandoning his contract with Plaintiff, Plaintiff has been damaged in the sum of $42.02
Therefore Plaintiff asks a judgment against defendant in the sum of $42.02 and costs of suit (signed) Martin Shaffer by his Counsel H. M. Rouse

The defendant came and waived process and entered his appearance Jan 26th when the parties met, Plaintiff demanded a jury the following persons were chosen as jurors Aaron Noteman, Clark Rickard, James Koon Jacob Rose, Charley Ferris, and Mc. Frazell Venire issued, Subpoenas issued for both parties which they serve themselves case adjourned till January 28th 1898 at 8 o'clock A.M.

Jan. 28th Case called parties present, only 3 jurors present and both parties agreed to try the case with that number. Plaintiff, Ed Shaffer, Bert, Allwine, George Crook & Cyrus Turner were sworn & examined by plaintiff. C. Turner demanded his fee before he was sworn which was paid $1.00 Defendant, Mrs C. Hudson, Will Michaels and Harvey Davis

RT, FOR Jerome TOWNSHIP.

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sworn and examined for defendant, after hearing the evidence the case was given to the jury who brought in the following verdict

Verdict of jury

We the jury do find for the defendant no cause of action

(signed) Clark Rickard Foreman

~~Therefore it is cons~~ defendant paid the jury fee $2.25

Therefore it is considered by me that the that plaintiff pay the costs herein taxed at $13.05 (signed) J P McDowell J.P.

, 18 . the Defendant in the above case came and by his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, as surety for the above Stay of Execution on the above Judgment of against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this day of A. D. 18 } Stay of Execution expires
J. P. } 18 . Am't then due $

, 18 . Issued an Execution for returnable , 18 , and delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said obtained a judgment against the said on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

Summons.

Northington & Beach

Plaintiff,

AGAINST

Jasper Guy

Defendant.

BEFORE

J. P. McDowell

Justice of the Peace.

Docket C, *No.* ..... *Page* .....

Returnable March 7th 189 8

Amount (including interest) for which plaintiff will take judgment, if defendant fails to appear ..... $ 86.01

Justice's Fees ..... $

Constable's Fees ..... $

Total ..... $

CERTIFICATE.

(To be signed only on the COPY left with the defendant.)

I certify that the within and above is a true copy of the original writ, and of the endorsements thereon.

Constable.

Returned and Filed Mar. 7th 189 8

E. L. Barrett & Son, Publishers, Springfield, Ohio. 6-2-40.

RETURN.

(To be made only on the original writ.)

189

Received this writ March 3 189 8, *and on* March 3 189 8 *served the same on defendant by leaving certified copy thereof* (*) With the within Defendant Jasper Guy

Constable's Fees on this Writ.	
Service and Return	25
Copy	25
Mileage ..... *Miles* 1	20
Total	70

$

John Riley *Constable.*

(*) "With him (or her, or them each) personally," or, "at his usual place of residence;" or, "with the President (or Cashier, Secretary, Mayor, Agent, etc.) of the defendant corporation (or otherwise, as the case may require. See Rev. Stat. of Ohio, Sec. 6477-8, and Swan's Treatise.

* "With him (or her, or them each) personally," or, "at his usual place of residence;" or, "with the President (or Cashier, Secretary, Mayor, Agent, etc.) of the defendant corporation (or otherwise, as the case may require. See Rev. Stat. of Ohio, Sec. 6177-8, and Swan's Treatise.

THE STATE OF OHIO, } ss.

Union County,

To any Constable of Jerome Township, in said County, GREETING:

You are Hereby Commanded to summon

to appear before me, the undersigned, a Justice of the Peace of said Township, at my office therein on the 7th day of March A. D. 1898 at 1 o'clock P. M., to answer the action of Worthington & Beach

RETURN.

who claim of the defendant the sum of $ 86.01, with interest thereon at per cent., from the day of A. D. 189, for amount due on balance of account for coal brick cement, plaster etc.

Summons.

Plaintiff, AGAINST Defendant.

BEFORE Justice of the Peace.

Page 189

The plaintiff ask a judgment for the amount endorsed hereon, and for costs.

You will make due return of this summons, on the 2nd day of March A. D. 1898

Given under my hand, this 2nd day of March A. D. 1898

J. P. McDowell

Justice of the Peace.

Docket 189

Returnable

Amount (including interest) for which plaintiff will take judgment, if defendant fails to appear.

Justice's Fees

Constable's Fees

Total

CERTIFICATE.

To be signed on the Copy left with the defendant.)

I certify that the within and above is a true copy of the original writ, and of the endorsements thereon.

Constable.

Received and Filed 189

E. L. Barrett & Son, Publishers, Springfield, Ohio.

Credits

				30	60
1896	Aug	29	Cash	30	60
	Sept	26	3 Sacks Plaster ret 34	1	02
	Oct	14	Check for S Kennedy	62	40
		17	Cash	1	02
1897	June	26	cash	23	35
			2 Sacks Plaster ret 32		64
	Sept	6	Cash	5	00
	"	20	"	31	50
	Oct	4	"	13	50
				169	03

Northampton Board
of Trade Dr
Pay Rec Clerk

Plaintiffs account or bill
of particulars

Filed March 2nd 1898

Jasper Guy To Worthington & Beach Dr

1895	DEC - 9		1/2	Ton	S C			1	25
1896	Feb	19	1/2	"	"			1	25
	Mar	21	700	lbs	"			1	00
	apr	8	1/2	ton	"			1	25
	Aug	5	1000	Brick				7	50
	"	8	10	Sacks	Plaster	35		3	50
	"	10	6	"	"	"		2	10
	"	11	4	"	"			1	40
	"	17	500	Brick				3	75
	"	19	2	Sacks	Cement	70		1	40
	"	25	40	"	Plaster	34		1	60
	"	27	40	"	"	"		1	60
	"	28	10	"		"		3	40
Sept		7	20	"	"	"		6	80
"		8	20	"	"	"		6	80
"		10	10	"	Cement	72		7	20
"		12	10	"	"	"		7	20
"	23		1	"	Plaster	34	for S Kennedy		72
"	26		85	"				28	90
"	28		350	lbs	Pitts				50
Oct	5		60	Sacks	Plaster	34	for S Kennedy	20	40
"	8		35	"	"	"	" "	11	90
"	13		1/2	ton	Kin			1	25
Nov	6		1/2	"	Pitts			1	30
	13		40	Brick					30
	27		1/2	ton	S C Kin			1	25
Dec	15		1/2	"	"			1	25
"	26		1/2	"	"			1	25
1897 Jan	12		1/2	"	"			1	25
"	30		1/2	"	"			1	25
Feb	1 & 2		1200	lbs	"			1	50
"	19		1100	"	"			1	38
Mar	8		1/2	ton	"			1	20
"	24		1/2	"	"			1	20
Apr	4		1/2	"	"			1	30
June	1			Coal	Sack	Plaster			50
"	15		2		"	"			64
"	21		75	"		"		24	00
July	22		1/2	B		corn			15
Sept	1		28	Sacks	Adamant	35		9	80
"	15		45	"	"	"	to Millers	15	75
"	16		41	"	"	"	" "	14	35
"	"		4	"	Rock Plaster	32	to Miller		28
"	22		30	"	"	"	"	9	60
"	"		30	"	"	20	"	6	00
									42
Nov	8		310	lbs	& N				65
"	13		480	"	"			2	90
	15		2180	"	"				
	27		1	ton	"			2	65
Dec	4		1	"	"			2	65
	14		1	"	"			2	65
								255	04
								1	69
								256	01

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THE STATE OF OHIO,
Union COUNTY, SS.

IN JUSTICE'S COURT,

T-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Worthington & Beach

Pl'ffs.

vs.

Jasper Guy

Def'ts.

Judgment, $ 86.01

Before J. P. McDowell Justice of the Peace.

No. 132 Amount Claimed, $ 86.01

March 2nd 1898

The Plaintiff filed their bill of particulars which is in substance as follows: 1895 D Jasper Guy to Worthington & Beach

1895 Dec.	9	= 1/2	Ton	S.C.		$1.25
1896 Feb	19	1/2	"	"		1.25
Mar	21	1/2	100 lbs	"		1.00
Apr	8	1/2	ton	"		1.25
Aug	5	1000	brick	"		7.50
"	8	10	sacks	plaster	35	3.50
"	10	6	"	"	"	2.10
	11	4				1.40
	17	500	brick	"		3.75
	19	2	sack	cement	70	1.40
	25	40	"	plaster	34	13.60
	27	40	"	"	"	13.60
	28	10	"	"	"	3.40
Sep	7	20	"	"	"	6.80
"	8	20	"	"	"	6.80
"	10	10	"	cement	72	7.20
"	12	10	"	"	"	7.20
"	23	1				.72
"	26	85	"	plaster	34 for S. Kennedy	28.90
"	28	350	lbs	plaster	34 for S. Kennedy	11.90
Oct	5	60	sacks	plaster	34 for S. Kennedy	20.40
"	8	35	"	"	34 " "	11.90
"	13	1/2	ton	Kim		1.25
Nov	6	1/2	"	Pitts.		1.30
"	13	40	brick			.30
Dec.	27	1/2	ton	S.C.		1.25
"	13	1/2	"	Kim		1.25
"	26	1/2	"	"		1.20
1897 Jan.	12	1/2	"	"		1.25
"	30	1/2		"		1.25
Feb	1	1200	lbs	"		1.50
Mar	19	1100	"	"		1.38
"	8	1/2	ton			1.20
"	24	1/2	"	"		1.20
Apr.	9	1/2	"	J.K.		1.30
June	1					.50
"	15	2	sack	Coal plaster	32	.64
~~July~~	~~22~~	~~28~~	"	~~Adamant~~	~~35~~	~~9.80~~
Sept	4	75	sacks	plaster		24.00
June	21					.15
July	22	1/2	B	corn		
Sept.	1	28	sacks	Adamant	35	9.80
"	15	45	"	"	" to Mulkins	15.75
"	16	41	"	~~Rock plaster~~	~~32~~	14.35
"	"	4	"	Rock plaster	32	1.28
"	22	30	"	"	" to Miller	9.60
"	"	30	"	"	" 20	6.00
Nov	8	310	lbs	J.K.		~~.48~~
"	13	480	"	"		.65
"	15	2180	"	"		2.91
"	27					2.65
Dec.	4	1	ton			2.65
"	14					2.65
						$255.04

1896 Credits

Aug	29	Cash		$30.60
Sept	26	3 sack	plaster ret. 34	1.02
Oct	14	Check	pr S. Kennedy	62.40
"	19	Cash		1.02
1897 June	26	Cash		23.35
Sept	6	2 sacks	plaster ret 32	.64
"		Cash		5.00
Oct	20	"		31.50
"	4	"		13.50
				$169.03

On the same day I issued Col. summons returnable Mar. 9th at 1 o'clock P.M. $86.01

JUSTICE'S FEES.

	Pl'ff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses		5		
Adjournment				
Filing 2 Papers		10		
Record 400 Words		60		
Judgment		40		
Satisfaction				
Bail for Stay				
Execution and Filing				
Trans. and Certificate		85		

CONSTABLE'S FEES.

Sum., Serv., and Mileage		70		
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				

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Return of summons Mar 5" 1898
Received this writ Mar. 3" 1898 and on Mar. 5" 1898 served the same on defendant by leaving certified copy thereof with the within defendant Jasper Guy, service and return 40¢ copy 25 mileage 20 total .70 Signed John Riley constable

Mar. 7th 1898 at the time set for trial plaintiff appeared and after waiting one hour defendant failed to appear, plaintiff asked for trial, trial had, plaintiff sworn and testified from which I find that the defendant is indebted to the plaintiff in the sum of $86.01.

Therefore it is considered by me that the plaintiff herein recover of the defendant herein ~~the sum~~ in default the sum of Eighty six and 1/100 Dollars debt and his costs herein taxed at $2.10 as per items in the margin of this case and costs that accrue and interest at 6%

J. P. McDowell J.P.

Plaintiff asked for transcript to place on execution docket at Marysville Union Co. O. given Mar. 7" 1898

$30.60
1.02
62.40
1.02
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5.00
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169.03

rnable

______, 18 ___, the Defendant in the above case came and by ______ his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, ______ as surety for the above Stay of Execution on the above Judgment of ______ against ______ do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

______, Surety.

Taken by and signed and acknowledged before me, and surety approved, this ______ day of ______ A. D. 18 ___ } Stay of Execution expires ______ J. P. } 18 ___. Am't then due $ ______

______, 18 ___. Issued an Execution for ______ returnable ______, 18 ___, and delivered the same to ______, Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the ______ day of ______ A. D. 18 ___, the said ______ obtained a judgment against the said ______ on the docket of ______ J. P. for ______ Dollars and ______ cents, and costs taxed ______ and the said ______ intends to appeal therefrom to the Court of Common Pleas of ______ County. Now, therefore, I, ______ of ______ do hereby promise and undertake to the said ______ in the sum of ______ Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this ______ day of ______ A. D. 18 ___

J. P.

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

T. W. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Frank Jackson

Pl'ffs.

vs.

A. J. Dodge and Mrs. F. E. Dodge

Def'ts.

Judgment, $ 1.90

Before J. P. McDowell Justice of the Peace.

No. 133

Amount Claimed, $115.65-

March 9th 1898

The Plaintiff filed his bill of particulars which is in substance as follows: The plaintiff says there is due him from said defendants the sum of $114. Balance due on Book account for work and and labor performed by plaintiff for defendants in baling hay from August 17th 1897 to December 18th 1897 together with interest at 6% from Dec. 18th 1897 (Signed) W. P. Andrews Plaintiff's Attorney

March 10th 1898 issued summons for defendants returnable March 16" 1898

Return

I received this writ March 10th 1898 and on March 11th 1898 I served the same on defendants at defendants residence of A. J. Dodge and served on the defendant Mrs. F. E. Dodge by copy at her residence the said day service 50¢ Copies 2 50¢ mileage 20¢ total $1.20 (Signed) John Riley Constable

March 16" 1898 At return time for trial Parties, plaintiff and defendant Mrs. F. E. Dodge, met and by agreement case adjourned until March 29" 1898 at 1 o'clock P. M. Plaintiff demanded of Defendant file here set off and counter claim or answer to plaintiff's claim which I required her to do.

March 29th 1898

Issued subpoenas for O. C. McCune for pl'ff and for S. B. McCullough & Geo. Arnold for defense.

Defendants filed their answers separately F. E. Dodge claimed that she was not connected with the case in anyway

A. J. Dodge claimed a settlement and made a simple denial of the plaintiff's claim.

Plaintiff asked for an adjournment of the case on the grounds of being surprised without showing what he would expect

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons	50			
Affidavit				
Order of				
Undertaking				
Subpœna 3 Names	25		30	
Swearing Witnesses				
Adjournment	20			
Filing 3 Papers	5		10	
Record 300 Words	45			
Judgment	40			
Satisfaction				
Bail for Stay				
Execution and Filing				
Trans. and Certificate 4 copies 1 Bill 4 answers			100	

CONSTABLE'S FEES.				
Sum., Serv., and Mileage 4 copies	120		120	
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				

WITNESSES.		
S. B. McCullough	70	
Geo. Arnold	80	

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to gain by adjournment, I refused to grant an adjournment. Thereupon plaintiff asked that the case be dismissed without prejudice to a new action
Therefore I dismissed the case without prejudice.
It is therefore considered by me that the plaintiff pay the costs in this action taxed as per items in the margin of this case this 29th day of March A.D. 1898
J.P. McDowell J.P.

Total costs made by plaintiff { Justice 1.85 Constables $1.20 witnesses
constables
" " " defendants " .40 1.50
Total $4.75

, 18 , the Defendant in the above case came and by
his surety, resident of the County, approved by me as
good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,
as surety for the above Stay of Execution on the above Judgment of
against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.
, Surety.

Taken by and signed and acknowledged before me, and surety approved, this
day of A. D. 18 } Stay of Execution expires
J. P. } 18 . Am't then due $
, 18 . Issued an Execution for
returnable , 18 , and
delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of
A. D. 18 , the said
obtained a judgment against the said
on the docket of J. P.
for Dollars and
cents, and costs taxed
and the said
intends to appeal
therefrom to the Court of Common Pleas of
County. Now, therefore, I,
of do hereby
promise and undertake to the said
in the sum of
Dollars,
that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18
J. P.

City No 91

The Kansas Hay Press
company Plaintiffs

Vs

J W Hines Defendant

Note
Filed April 11th 1898
and judgment had on note
for $8.17 docket page 312
J. P. McDowell J.P.

For value received, waiving presentation for payment, protest and notice thereof, the payment of the within note at maturity, or at any time thereafter is guaranteed by

[SIGN HERE]

$ 80.00 Dated at Plain City Ohio Jan 7 1898

On or before the 15th *day of* January *1898, for value received, the undersigned promise to pay to* **THE KANSAS CITY HAY PRESS COMPANY,** *or order,*

At _____ *(Name of Bank or Express Office)*

Eight _____ **Dollars,**

with interest at 8 per cent. per annum from date until paid, with exchange.

The express condition of the sale and purchase of the Hay Press, No. _____, for which this note is given, is such that the title, ownership or possession does not pass from **THE KANSAS CITY HAY PRESS COMPANY** until this note and interest are paid in full, and **THE KANSAS CITY HAY PRESS COMPANY** have full power to declare this note due, and take possession of the said Hay Press whenever they deem themselves insecure, even before the maturity of this note, and sell the same at public or private sale without notice. The proceeds (after expenses, attorneys' fees and interest are paid) to be applied on this note, and any balance then unpaid shall, in consideration of the use and rent of said property, be a valid and subsisting claim against the vendee.

I own _____ acres of land, worth $ _____; mortgage on same for $ _____. Personal property worth $ _____ above incumbrance.

Post Office New Californian — J W Hines

County Union

State Ohio

Agent's Name _____

AGENT WILL WRITE SIGNATURES PLAIN HERE.

Signers' Names _____

The Kansas City Hay Press Company

vs

J. W. Hines

Note 4

Filed April 11th 1898

and judgment had on this note for $25.57

Docket C, Page 312

J P McDowell J.P.

KANSAS CITY HAY PRESS CO.

For value received, waiving presentation for payment, protest and notice thereof, the payment of the within note at maturity, or at any time thereafter is guaranteed by

[SIGN HERE]

3/17/98

$25.00 — 4615 — Dated at New California O. Jan 7" 1898

On or before the 1st *day of* April 1898, *for value received, the undersigned promise to pay to* **THE KANSAS CITY HAY PRESS COMPANY,** *or order,*

At Farmers Bank Plain City *(Name of Bank or Express Office)*

Dollars,

with interest at 8 per cent. per annum from date until paid, with exchange.

The express condition of the sale and purchase of the Hay Press, No. 3721, for which this note is given, is such that the title, ownership or possession does not pass from THE KANSAS CITY HAY PRESS COMPANY until this note and interest are paid in full, and THE KANSAS CITY HAY PRESS COMPANY have full power to declare this note due, and take possession of the said Hay Press whenever they deem themselves insecure, even before the maturity of this note, and sell the same at public or private sale without notice. The proceeds (after expenses, attorneys' fees and interest are paid) to be applied on this note, and any balance then unpaid shall, in consideration of the use and rent of said property, be a valid and subsisting claim against the vendee.

I own ____ acres of land, worth $ ____ ; mortgage on same for $ ____ . Personal property worth $ ____ above incumbrance.

Post Office New California — J W Hines

County Union

State Ohio

AGENT WILL WRITE SIGNATURES PLAIN HERE.

Agent's Name ____

Signers' Names ____

42.085

The Kansas City Hay Press Company

vs

J. W. Hines

Note 2

Filed April 11th 1898

and Judgment had on within note April 11th 1898 for $25.75

J P McDowell J.P.

For value received, waiving presentation for payment, protest and notice thereof, the payment of the within note at maturity, or at any time thereafter is Guaranteed by

[SIGN HERE]

3/9/98

$25 00 / A 613 — Dated at New California O. Jan. 7th 1898

On or before the 1st day of Feby 1898, for value received, the undersigned promise to pay to **THE KANSAS CITY HAY PRESS COMPANY,** or order,

At Farmers Bank Plain City O (Name of Bank or Express Office)

Twenty Five — Dollars,

with interest at 8 per cent. per annum from date until paid, with exchange.

The express condition of the sale and purchase of the Hay Press, No. 7421, for which this note is given, is such that the title, ownership or possession does not pass from THE KANSAS CITY HAY PRESS COMPANY until this note and interest are paid in full, and THE KANSAS CITY HAY PRESS COMPANY have full power to declare this note due, and take possession of the said Hay Press whenever they deem themselves insecure, even before the maturity of this note, and sell the same at public or private sale without notice. The proceeds (after expenses, attorneys' fees and interest are paid) to be applied on this note, and any balance then unpaid shall, in consideration of the use and rent of said property, be a valid and subsisting claim against the vendee.

I own ____ acres of land, worth $ ____ ; mortgage on same for $ ____ . Personal property worth $ ____ above incumbrance.

Post Office New California

County Union

State Ohio

J W Hiner

Agent's Name

AGENT WILL WRITE SIGNATURES PLAIN HERE.

Signers' Name

41463

The Kansas City Hay Press Company

Vs.

J. W. Hines

Filed April 11th 1898 and judgment had on the within note for $25.51 and costs docket C page 312

J. P. McDowell J.P.

KANSAS CITY HAY PRESS CO.

For value received, waiving presentation for payment, protest and notice thereof, the payment of the within note at maturity, or at any time thereafter is guaranteed by

[SIGN HERE]

2/17/98 3/10/98

$25 00 A614 Dated at New California Jan 7" 1898

On or before the 1st day of March 1898, for value received, the undersigned promise to pay to **THE KANSAS CITY HAY PRESS COMPANY,** or order,

At Farmers Bank Plain City (Name of Bank or Express Office)

Twenty Five Dollars,

with interest at 8 per cent. per annum from date until paid, with exchange.

The express condition of the sale and purchase of the Hay Press, No. 3421, for which this note is given, is such that the title, ownership or possession does not pass from THE KANSAS CITY HAY PRESS COMPANY until this note and interest are paid in full, and THE KANSAS CITY HAY PRESS COMPANY have full power to declare this note due, and take possession of the said Hay Press whenever they deem themselves insecure, even before the maturity of this note, and sell the same at public or private sale without notice. The proceeds (after expenses, attorneys' fees and interest are paid) to be applied on this note, and any balance then unpaid shall, in consideration of the use and rent of said property, be a valid and subsisting claim against the vendee.

I own ..... acres of land, worth $ ..... ; mortgage on same for $ ..... Personal property worth $ ..... above incumbrance.

Post Office New California J W Hiner

County Union

State Ohio

Agent's Name .....

AGENT WILL WRITE SIGNATURES PLAIN HERE.

Signers' Names .....

41440

312

C. B. Miller

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

The Kansas City Hay Press Company

Pl'ffs.

vs.

J. W. Hines

Def'ts.

Judgment, $84.70

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons				
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing 4 Papers		20		
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Record 400 Words		60		
Judgment		40		
Satisfaction		20		
Bail for Stay				
Execution and Filing				
Trans. and Certificate				

CONSTABLE'S FEES.				
Sum., Serv., and Mileage				
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				

WITNESSES.

Before J. P. McDowell Justice of the Peace.

No. 134 Amount Claimed, $84.70

April 11th 1898

The Plaintiff filed their bill of particulars which is in substance as follows: $8.00 Dated at Plain City Jan 7th 1898

On or before the 15th day of January 1898, for value received the undersigned promise to pay to pay to The Kansas City Hay Press Company, or order, eight dollars with interest at 8 per cent, per annum from date until paid, with exchange The express condition of the sale and purchase of the hay press, for which this note is given, is such that the title, ownership or possession does not pass from the Kansas City Hay Press Company, until this note has been paid in full, and The Kansas City Hay Press Company have full to declare this note due, and take possession of said Hay Press whenever they consider themselves insecure, even before the maturity of this note, and sell the same at public or private sale without notice. The proceeds (after expenses, Attorney and interest are paid) to be applied on this note, and any balance then unpaid shall, in consideration of the ~~use~~ indorsement of said property, be a valid claim against the vendee (signed) J. W. Hines Post office New California, County Union State Ohio

Three other notes worded similar to the above except each of them calls for twenty five dollars amounting in all to eighty four and 70 dollars, To which amount said J. W. Hines defendant waived process and confessed that he was indebted to the plaintiff in the sum of eighty four 70/100 dollars, Therefore it is considered by me that the plaintiff herein recover from the defendant herein the sum of eighty four and 70/100 dollars debt and his costs herein taxed ~~at~~ as per items in the margin of this case and interest and costs that accrue This 11th day of April A.D. 1898 J. P. McDowell J.P. The plaintiff's agent C. B. Miller requested me not to issue execution for 30 days and if defendant got plenty of hay to bale and would pay over 40cts per ton on this judgment not to issue execution until further orders.

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RT, FOR Jerome TOWNSHIP,

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May 10th 1899 By order of the plaintiff and permission of defendant I sent and had a hay press brought here and is now in my possession or subject to my order, and the same day sent a release to defendant and he signed and returned the same to me to day May 13th 1899, of which the following is a copy.

I J. H. Hines defendant in above case hereby release the hay press to the Plaintiffs herein, in full pay of the judgment as above and also the costs of the same. The abovementioned Company holds a chattel mortgage on said press to secure the notes given for said press

(Signed) J. H. Hines

This 10th Day of May 1899

, 18 . the Defendant in the above case came and by

his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires

J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P.

for Dollars and

cents, and costs taxed

and the said

intends to appeal

therefrom to the Court of Common Pleas of

County. Now, therefore, I,

of do hereby

promise and undertake to the said

in the sum of

Dollars,

that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO,
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

J. St. Michaels

Pl'ffs.

vs.

John Hines

Def'ts.

Judgment, $

JUSTICE'S FEES.	Plff's Cost. Dols.	Plff's Cost. Cts.	Def'ts Cost. Dols.	Def'ts Cost. Cts.
Summons				
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing Papers				
Record Words				
Judgment				
Satisfaction				
Bail for Stay				
Execution and Filing				
Trans. and Certificate				

CONSTABLE'S FEES.
Sum., Serv., and Mileage
Sub., Serv., and Mileage
Sum. Appraisers
Schedule and Bond
Serv. Garnishee
Att. Trial
Sum., Jury and Mileage
Copies
Ex. and Per Cent.

WITNESSES.

Before J. P. McDowell Justice of the Peace.

No. 137 Forcible detainer Amount Claimed, $

October 13th 1898

The Plaintiff filed his or complaint bill of particulars which is in substance as follows: To J. P. McDowell a justice of the Peace in and for the township of Jerome in the county of Union State of Ohio.

The undersigned J. St. Michael a resident of said county of Union Ohio, doth hereby make his complaint to you against one John Hines for this, that the said John Hines, hath ever since the first day of October in the year 1898, and doth still unlawfully and forcibly detain from the undersigned possession of the following premises situate in the township of Jerome in said county of Union and described as follows The dwelling house and about one acre of land situated in Jerome Township Union County Ohio on the east side of the T & O. C. Railroad, bounded on the north by the J. E. McEuen's lands on the east by Wm. Marsh and on the south south by the Isaac Lenard land.

The said John Hines entered upon said premises as the tenant of the undersigned the lease therefore expired expired at the time herein first mentioned, and from that time the said John Hines has held over his said time. On the 8th day of October in the year 1898, the undersigned duly served upon the said John Hines notice in writing to leave said premises

The undersigned asks process and restitution

Dated October 18th ~~18th~~ 1898

Issued Summons returnable Oct 18th 1 P M

Return Rec'd this Oct 13" 1898 and served the same Oct 15" by leaving a certified copy at his place of residence fees service 25c copy 25c mileage 5c signed John Riley Const

October 18th 1898 1 oclock P M

The plaintiff appeared and voluntarily dismissed this action the defendant having vacated the premises and paid the costs $1.75c

good and sufficient s

to be entered herein,

In pursuance of

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Execution return

RT, FOR Jerome TOWNSHIP.

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his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, as surety for the above Stay of Execution on the above Judgment of against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this day of A. D. 18 } Stay of Execution expires J. P. } 18 . Am't then due $

, 18 . Issued an Execution for returnable , 18 , and delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said obtained a judgment against the said on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

An Appeal

from the

University of Wooster.

CHRISTIAN FRIEND:

As one of your fellow laborers in the kingdom of Christ, permit me to address you on a subject in which I am sure you, as well as myself, are deeply interested.

For thirty years a band of consecrated men have been giving their lives to the building up of a Christian university of the highest type, at Wooster, Ohio. The work of those years has, by the blessing of God, been crowned with marvelous success. Through the far-sighted wisdom of its founders, the University of Wooster was planted in a community which was united in sustaining institutions of science and religion and all those adjuncts which contribute to happiness, thrift and the elevation of society.

From the time of its birth to the present hour, the University of Wooster has stood for the most thorough scholarship and the highest standards of Christian manhood and womanhood. Its sturdy sons and noble daughters have girt the earth with their missionary stations, heralding to a lost world the Gospel of the Kingdom. Those who have entered other professions have carried into them the high purpose and lofty aim of the Christian militant, whose influence cannot be measured in this life and whose living faith inspires all

with whom it comes in contact. Many of these men and women caught the first impulse of the divine life under the tutorage of their old instructors at Wooster, and seeing the vision they have not been disobedient to it, but have multiplied the influence of their instructors a thousand-fold, in their own lives. Wherever they have gone Wooster's influence has stamped the community for the highest and best in life.

Our work at Wooster has grown far beyond our means to do. We have opened the new year with the largest number of students the University has ever enrolled, and a larger number of those who are absolutely dependent upon their own earnings for their education. There is a call for twice the scholarships the University has to give to worthy students needing this assistance. The largely increased number of minister's children to whom the Board of Trustees have voted half-tuition and the full quota of the sons and daughters of missionaries to whom the entire tuition is remitted, make the problem of the Board of Trustees, "how to make bricks without straw," exceedingly difficult of solution. Our great body of students is largely from the country districts and rural towns, intelligent, vigorous, eager, the very best material for a Christian college to stamp and mould for the largest service to the world. While many are too poor to pay for their instruction, they are too rich in manliness and womanliness, in intellectual ability and spirituality for the church to turn her back to them in their education. They are the children of the Church, some of them your future pastors, and God's ambassadors to foreign lands. If we can hold them and train them for Him, by presenting the facts as they are to you, ought we not to plead for this privilege and opportunity?

Wooster's endowment is altogether too small to do this work without great increase of invested funds. If this body of students could pay in full even the nominal tuition fees of the University of Wooster, we should be under considerably

less strain, but it is absolutely beyond the ability of many of them.

It is, therefore, necessary for us to ask the friends of Christian education, who realize what it means to our own Commonwealth and our great country, to have such institutions as the University of Wooster developing Christian manhood and womanhood to enrich our citizenship, to come to our aid in the establishing a new endowment of $100.000, to be kept in sacred trust, the income of which shall be devoted to paying instructors. The departments to be endowed are the departments of History, Physics, English, Oratory, and Pedagogy.

The time has come when Wooster must have a building for its Preparatory department, a new chapel and another cottage for young women. Mr. H. C. Frick of Pittsburg, has consented to meet our great need of a Library building and the plans are now in preparation. It is expected that this building will be completed by September next.

As it will be impossible to reach all of God's children by a personal visit, may I not ask you as one of His to make this a matter of prayer for the sake of His kingdom. Our time is short at most to do our Father's business, and there is nothing more fruitful and enduring in all our service to Him than that done for Christian education. Can you not help us achieve what is needed at Wooster by making a sacrifice which will bear fruit for eternity?

Gifts and pledges may be sent either to President L. E. Holden, or to the Treasurer of the University, Jesse McClellan.

Your fellow servant in Christ,

LOUIS EDWARD HOLDEN.

Note.—The legal designation of the University for bequests is, "The University of Wooster, situated in Wooster, Wayne County, Ohio."

THE STATE OF OHIO,
Union COUNTY, SS.

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

A. J. Shriver as assignee for the estate of J. G. Pendleton

Pl'ffs.

vs.

Robert Neil

Def'ts.

Judgment, $35.80

Before J. P. McDowell Justice of the Peace.

No. 136 Amount Claimed, $35.80

October 20th 1898

The Plaintiff filed his bill of particulars which is in substance as follows: The said Plaintiff says there is due him as assignee, from said defendant the sum of $34.00 with interest from the 1st day of Dec. 1897, that said sum is due the estate of said assignor for thrashing for said defendant in 1897 and was assigned and turned over to this plaintiff as assets of said estate.

Said Plaintiff asks judgment for the amount aforesaid and for his costs

Signed A. J. Shriver assignee

On the same day I issued a summons for said defendant returnable Oct. 25th 1898 at 1 P.M.

Return of Summons

I received this writ October 20th 1898 and October 22nd 1898 served the same on defendant by leaving certified copy thereof at the residence of the defendant Robert Neil

Service 25¢ copy 25¢ mileage 10 miles 65¢ total $1.15 (Signed) John Riley constable

October 25th 1898

Defendant came and confessed that he is indebted to the estate of J. G. Pendleton as stated in the bill of Particulars. Therefore it is considered by me that the Plaintiff as said assignee recover from said defendant, upon confession, the sum of $35.80 debt and two dollars and forty cents costs and costs and interest at 6% that accrue

J. P. McDowell J.P.

Nov. 9th 1898 I issued execution for $38.30 and gave it John Riley constable

Nov. 15th 1898 execution returned by order of Pl'ff

Jan. 3rd 1899 Received from plaintiff

$2.85 costs

JUSTICE'S FEES.	Pl'ff's Cost. Dols.	Pl'ff's Cost. Cts.	Def'ts Cost. Dols.	Def'ts Cost. Cts.
Summons		25		
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing 2 Papers		10		
Record 200 Words		30		
Judgment		40		
Satisfaction		20		
Bail for Stay				
Execution and Filing		45		
Trans. and Certificate				
		1 25		

CONSTABLE'S FEES.		
Sum., Serv., and Mileage 2 copy		1.15
Sub., Serv., and Mileage		
Sum. Appraisers		
Schedule and Bond		
Serv. Garnishee		
Att. Trial		
Sum., Jury and Mileage		
Copies		
Ex. and Per Cent.		1.00

WITNESSES.		

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FOR Jerome TOWNSHIP.

Wm Lamb admr of estate of Henry Lamb deceased vs Robert Neil
continued from Page 323 April 1st 1899 Received from defendant on
above judgment 30.00 Paid Cobit Cost $3.30
April 3rd 1899. Received from J.P. McDowell J.P.
$15.15. my costs in above case

William Lamb admr

Jany 31st 1900 Received from Isaac Leonard surety for stay $72. in full of judgment
costs and interest
Received from J.P. McDowell J.P. $68.68 to my full satisfaction in above case

William Lamb Admr

....., 18....., the Defendant in the above case came and by
his surety, resident of the County, approved by me as
good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,
as surety for the above Stay of Execution on the above Judgment of
against do hereby promise and undertake to pay the amount
of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this
day of A. D. 18 } Stay of Execution expires
J. P. } 18 . Am't then due $

, 18 . Issued an Execution for
returnable , 18 , and
delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of
A. D. 18 , the said
obtained a judgment against the said
on the docket of J. P.
for Dollars and
cents, and costs taxed
and the said
intends to appeal
therefrom to the Court of Common Pleas of
County. Now, therefore, I,
of do hereby
promise and undertake to the said
in the sum of
Dollars,
that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

1396

S S Perley Trustee

L L Young "

PAY TO THE ORDER OF

.....

.....

CITIZENS' NATIONAL BANK,
SOUTH BEND, IND.
C. T. LINDSEY, Cashier.

COQUILLARD WAGON WORKS.

$ 90 00 Plain City, O. Sep 23 1896. No 18378

On the 23 day of May 1897, for value received,

I promise to pay to the order of Trustees Coquillard Wagon Works,

Ninety & no/100 Dollars,

Payable at Farmers Bank, Plain City, O. with Exchange.

With interest from maturity at eight per cent. waiving all benefit of Valuation or Appraisement Laws, with five per cent. attorney's fees.

The drawers and endorsers severally waive presentment for payment, protest and notice of protest, and non-payment of this note.

P. O. Plain City O. 3143 A. J. Dodge

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Office of COQUILLARD WAGON WORKS.

PIN THESE INSTRUCTIONS TO COLLECTIONS.

South Bend, Ind., Nov 7 1898

J. P. Mc Donnell

Plain City O

We enclose herewith for collection and remittance **Notes** _____ as stated below. The proceeds of which please forward in drafts on New York or Chicago, Post Office Order, or if this is impracticable, by express. Do not send check on local bank or currency by mail. In your statement give both **Name and Number** of each collection on which you remit, principal and interest, to avoid errors. Please notify immediately the respective parties that collection is in your hands, and after entering full upon your books, **Date, Sign and Return the Annexed Receipt** to us by first mail. Will appreciate your suggestions as to the best means to obtain payment or security. Inform yourself of the standing of the parties, and if there are any doubtful ones, and further extension or security would be advisable, please inform us by return mail. Should there be any doubtful notes, you will please notify us before bringing suit, giving full particulars and prospects of collection of same and we will advise you what course to pursue, as we do not propose to pay costs incurred on worthless notes.

18378 A. R. Dodge - 9/23/96 - 5/23/97 8 m 8 90 00

THE STATE OF OHIO,
Union COUNTY, SS.

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio

Trustees Coquillard Wagon works

Pl'ffs.

vs.

A. J. Dodge

Def'ts.

Judgment, $100.85

Before J. P. McDowell Justice of the Peace.

No. 137 Amount Claimed, $100.85

November 25" 1895

The Plaintiff filed their bill of particulars which is in substance as follows: (Copy of Note)

$90.00 Plain City O. Sept 23" 1896 (No. 18378)
On the 23d day of May 1897, for value received, I promise to pay to the order of Trustees Coquillard Wagon works Ninety & no/100 dollars payable at the Farmer's Bank Plain City O. with Exchange, with interest from maturity at 8% per cent, waiving all benefit of valuation or appraisement laws, with five per cent Attorney's fees. The drawers and endorsers severally waive presentment for payment, protest and non payment of this note. (Signed) A. J. Dodge
Nov. 25th 1898

The Defendant came and waived Process and entered his appearance and asked that Judgment be entered herein by by confession for the amount of the above note Therefore it is considered by me that the plaintiff herein The trustees Coquillard wagon works recover of the defendant A. J. Dodge by confession the sum of one hundred and 85/100 dollars debt and the costs as taxed in the margin of this case and the interest at 8 per cent and costs that accrue

J. P. McDowell J. P.

JUSTICE'S FEES.	Pl'ff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing / Papers		5		
Record 200 Words		30		
Judgment		40		
Satisfaction		20		
Bail for Stay				
Execution and Filing				
Trans. and Certificate		75		
Sending Trans				

CONSTABLE'S FEES.				
Sum., Serv., and Mileage				
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				

WITNESSES.

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FOR Jerome TOWNSHIP.

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....., 18....., the Defendant in the above case came and by

.....his surety, resident of the County, approved by me as

good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

.....

as surety for the above Stay of Execution on the above Judgment of

.....

against ..... do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

....., Surety.

Taken by and signed and acknowledged before me, and surety approved, this .....

day of ..... A. D. 18..... } Stay of Execution expires .....

J. P. } 18..... Am't then due $.....

....., 18..... Issued an Execution for .....

returnable ....., 18....., and

delivered the same to ....., Constable.

Execution returned and endorsed as follows:

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Appeal Undertaking.

Whereas, on the ..... day of .....

A. D. 18....., the said .....

obtained a judgment against the said .....

.....

on the docket of ..... J. P.

for ..... Dollars and

..... cents, and costs taxed

..... and the said

..... intends to appeal

therefrom to the Court of Common Pleas of .....

County. Now, therefore, I, ...

of ..... do hereby

promise and undertake to the said .....

in the sum of .....

..... Dollars,

that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

.....

Executed and acknowledged before me, and surety approved this ..... day of ..... A. D. 18.....

J. P.

320

THE STATE OF OHIO,
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Wm Green

Pl'ffs.

vs.

Walter Sokoby

Def'ts.

Judgment, $

JUSTICE'S FEES.		Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons					
Affidavit		40			
Order of		40			
Undertaking					
2 Subpœnas	12 Names	45		55	
Swearing	14 Witnesses	30		40	
Adjournment		20			
Filing 9	Papers	30		15	
Venire for Jury		~~40~~		40	
Record 500	Words	75			
Judgment		40			
Satisfaction					
Bail for Stay		40			
Execution and Filing					
Sitting		1	00		
Trans. and Certificate					
Appraisers					
C. Gardner		2	00		
J. Jobin		2	00	pd	
		4	60	1.	50

CONSTABLE'S FEES.					
~~On writ copy + mileage~~		90			
~~Sum., Serv. and Mileage~~					
Sub., Serv., and Mileage		40		1.	05
~~Swearing~~					
Sum. Appraisers		100			
Schedule and Bond		40			
Serv. Garnishee					
Att. Trial					
Sum., Jury and Mileage		~~1.20~~		1	20
Copies					
Ex. and Per Cent.					
Care of stock		40		2	25
Jury fees				4.	50
		3	60	Pd 5	85

WITNESSES.			
J. Ballenger	Pd		50
C. Malone	Pd		50
R. Schoby			50
H. Schoby			50
C. Gardner	Pd		50
F. Jackson			50
J. K. Holycross	Pd	50	
J. Perry	Pd	50	
D. Longbrake	P	50	
J. Michael		50	
Wm. Vantilberg		50	

Before J. P. McDowell Justice of the Peace.

No. 138 Amount Claimed, $3.27

Dec. 6th 1898

The Plaintiff filed his affidavit in replevin bill of particulars which is in substance as follows: That he claims the following described property, to-wit a red heifer about one year old by reason of having pastured the same on his pasture for a period of one month and 19 days and was taken out without his knowledge and consent and was not offered payment for said pasturing, The said plaintiff has a special ~~right~~ ownership and interest therein by reason of having pastured the same as above stated and that he is entitled to the immediate possession of said property. That said property was not taken in execution on any order or judgment against plaintiff or payment, of any tax, fine or assessment assessed against him, and is not claimed by him under a title acquired mediately or immediately by transfer from one from such property had been taken by such execution, order or process, or by virtue of an order of delivery issued in replevin, under Chapter 10, title III. part third of the revised Statutes of Ohio or any other mesne or final process issued against him

(Signed) William his mark Green

Issued writ of replevin and summons for said property the same day returnable Dec. 10th at 10 A.M.

Return

Received this writ on the 6th day of Dec 1898, and on the 6th day of Dec. A.D. 1898 I replevied the goods and chattels within described, and caused the same to be appraised as per schedule hereunto attached. The within named Wm Green gave a replevin undertaking according to law with J. R. Convery sufficient securities herewith returned and the property is now in my possion

(Signed) John Riley Constable

Dec. 10th 1898 the parties met Defendant demands Jury. Jury impanneled The following were chosen and issued Del Snodgrass, H. C. Tipton, D. D. Ketch C. K. Howland, H. A. Chapman & Aron Notemar case adjourned by consent to Dec. 13th 1898 1 P.M. subpenas issued for both parties

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FOR Jerome TOWNSHIP.

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return of venire all served and all witnesses served by constable.
Dec, 13th 1898 case called jurors all present qualified and sworn. Defendant filed his answer and placed ~~plaed~~ a dollar in the hands of the court as payment for said pasture which he claimed he had offered to plaintiff prior to the the commencement of this action, paid to plaintiff
Plaintiffs witnesses sworn and examined Jno Perry, D. Lombard, J. Michael and Wm. Vantilberg & J. K. Holycross. & Plaintiff
Defendants witnesses sworn and examined J. T. Ballenger, Charlie Malone, Ray Schoby, Howard Schoby, Cyrus Gardner and F. M. Jackson and defendant.

Verdict of Jury

We the jury do find for the defendant, no cause of action
(Signed) H. C. Tipton Foreman

It is therefore considered that his costs herein taxed as in the margin of this case and ~~costs~~ that accrue
J. P. McDowell J. P.

Jury fee $4.50 Paid by defendant.

May 12th 1899 Received from William Green Paid $8.50 and ~~and~~ receipts from C. Malone, John E. Perry, C. Gardner, John Ballenger, John Riley, John Tobin, and J. K. Holycross and also my fees in full above case

December 21st, 1898, the Defendant in the above case came and by Jasper Converse his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, Jasper Converse as surety for the above Stay of Execution on the above Judgment of William Green against Walter Schoby do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

Jasper Converse, Surety.

Taken by and signed and acknowledged before me, and surety approved, this 21st day of December A. D. 1898

J. P. McDowell J. P.

Stay of Execution expires

18 . Am't then due $23.95

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said obtained a judgment against the said on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

Hon. Sam'l admr of the estate of Henry Sam'l dec'd

vs

Robert Neil

Filed March 21st 1879

Judgment had on within note Same day for $ 64.86 and Cost's [illegible] at

$75.00 Austin Tex March 30 1898

Nine months after date We promise to pay

to the order of Henry Lamb

Seventy five —— Dollars

at 8 per Cent Interest after maturity

Value received.

No. Due Robert Neil

322

THE STATE OF OHIO,
Union COUNTY, SS.

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

W. Hiram Lamb administrator of the estate of Henry Lamb, late of Franklin County deceased Pl'ffs.

vs.

Robert Neil

Def'ts.

Judgment, $64.86

Before J. P. McDowell Justice of the Peace.

No. 139

Amount Claimed, $76.

March 1st 1899

The Plaintiff filed his bill of particulars which is in substance as follows: Plaintiff says that he is the duly appointed, qualified and acting administrator of the estate of Henry Lamb, late of Franklin County Ohio deceased; that on or about the 30th day of March 1898, the defendant, executed and delivered to plaintiffs decedent his certain promissory note, a true copy of which together with all the credits and indorsements thereon, is in the words and figures following, to-wit:

$75. Amlin Ohio March 30th 1898

Nine months after date I promise to pay to the order of Henry Lamb, seventy five dollars at 8% interest after maturity. Value received.

Robert Neil

There is due the plaintiff from the defendant on said promissory note, the sum of seventy five dollars with 8% per annum, for which amount with his costs, he prays judgment against defendant

Signed James & Holmes
attys for plaintiff

On same day I issued summons for defendant returnable Mar. 6th at 1 P. M.

Return

I received this writ March 2nd 1899 and the same day I served the same on defendant by leaving certified copy thereof.

Service and return 25¢ copy 75¢ mileage 60¢ total $1.10 (signed) John Riley Constable

Mar. 4th 1899 I issued sub. for defendant for John Wagner, Henry Davidson, James Schoby & A. J. Shriver who was to bring agreement

March 6th 1899 Parties met, case called, plaintiff required defendant to file his answer which he agreed to on Saturday Mar. 11th case adjourned until Mar. 14th 1899 John Wagner and Henry Davidson witnesses present.

Mar. 11th Defendant filed his set off and counter claim which is in substance as follows

JUSTICE'S FEES.		Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons			25		
Affidavit					
Order of					
Undertaking					
Subpœna 12	Names		50		50
Swearing 12	Witnesses		30		30
Adjournment			20		20
Filing 4	Papers		10		10
Venire for jury				1	10
Record 100	Words	1	00		40
Judgment			40	1	50
Satisfaction			20		
Bail for Stay					
Execution and Filing					
Selling		1	00		
Trans. and Certificate			95		
Stay			40		

CONSTABLE'S FEES.			
Sum., Serv., and Mileage 1 copy	1	10	
Sub., Serv., and Mileage			
Sum. Appraisers			
Schedule and Bond			
Serv. Garnishee			
Att. Trial	1	00	
Sum., Jury and Mileage			1 20
Copies			
Ex. and Per Cent.			
Jury fee	4	50	

WITNESSES.			
John Wagner		3	00
Henry Davidson	Paid	3	00
Thomas Neil	settled		25
John Billingham		1	20
John Rupick	settled		25
A. Schoby		1	80
Etta Schoby		1	90
Geo. Schoby		1	90
A. J. Shriver		2	20
Luther Davis			95
John Robinson		1	80
		9	65

RT,

FOR Jerome TOWNSHIP.

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1st He denies that he is indebted to the estate of Henry Sumb as claimed by plaintiff, and makes a claim against the estate
1st Cause; He claims against said Estate the sum of 32.87 for work and labor, Board, etc
2nd cause; Defendant claims by way of setoff & counterclaim damages to the amount of $85.00 for the failure of decedent to fill his contract in roofing the house in which said tenant lives, which leaked causing sickness etc, and he asks judgment for the over plus due.

On the same day I issued Sub for plaintiff for the following persons A. Schoby, Etta Schoby, George Schoby, John Robinson and A.J. Shriver to bring contract

Mar. 14th 1899 Parties met case called defendant demanded trial by jury jury list made out from which Jasper Convers, Del Snodgrass, D. D. Ketch, H. C. Tipton, R. Sells and N. Harrington were chosen. The following persons were present as witnesses John Wagner, Henry Davidson, A.J. Shriver, A. Schoby Etta Schoby, and George Schoby, and John Robinson, Venire given to John Riley Constable, Sub. for pl. for Luther Davis, for Defense Hill, McCain and John Brittingham, Case adjourned to March 21st 1899 at 10 o'clock A.M. same time.

Mar. 21st 1899 parties met, jury qualified and sworn The Plaintiff, A. J. Shriver A. Schoby Etta Schoby George Schoby and Luther Davis and John Robinson sworn for plaintiff, for defense Robt Neil, Thos Neil, Henry Davidson John Wagner John Brittingham, John Quick, sworn and examined, case given to the jury who brought in the following verdict to-wit

We the jury do find and assess the plaintiffs claim against the defendant to the sum of seventy six and 36/100 dollars, We do further find and assess the defendants offset against the plaintiff to the sum of $11 50/100 dollars, leaving the amount of the ~~plaintiffs~~ recovery of the plaintiff herein at $64.86/100 dollars

Jury fee $4.50 paid by plaintiff

(Signed) D. D. Ketch Foreman

Therefore it is considered by me that plaintiff herein recover of the defendant herein the sum of sixty four and 86/100 dollars debt and his costs herein taxed as found in the margin of this case and interest and costs that accrue

This 21st day of March A.D. 1899

J. P. McDowell J.P.

Continued Page 317

April 7th 1899. By consent of Plaintiff the following stay bond was taken the Defendant in the above case came and by Isaac Leonard his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, Isaac Leonard as surety for the above Stay of Execution on the above Judgment of William Admr etc. against Robert Neil do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

Isaac Leonard, Surety.

Taken by and signed and acknowledged before me, and surety approved, this 7th day of April A. D. 1899. Stay of Execution expires Nov. 16th

J. P. McDowell J. P. 1899. Am't then due $70.46

, 18 . Issued an Execution for

returnable , 18 , and delivered the same to , Constable.

Execution returned and endorsed as follows:

Feb 1st 1900
Rec'd of Isaac Leonard $72. balance of above Judgment

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said obtained a judgment against the said on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

S. P. ELLIOTT, MGR.

Columbus, O., Jan 8 1899

J O Potter

Plain City

TO THE ELLIOTT BAKERY, DR.

NATIONAL BISCUIT COMPANY.

BAKERS OF RECEPTION FLAKES, TAPIOCA CRISPIES, LUNCH MILKS, THE BROWNIES, STAR TEA, HOMES, ETC.

Dec.	14	1898	49 20		
	27		7 20	56 40	
		Or.			
Jan	11	Cash	1000		
	31	"	1000	2000	
				3640	

$ 26.80
.5
134.00
26.80
1.25
$29.34
.40

THE ELLIOTT BAKERY.
NATIONAL BISCUIT CO.
OFFICE & WORKS.
198-200-202 S. PEARL ST.

FROM ELLIOTT'S COLUMBUS, O.

SAM'L P. ELLIOTT.
MANAGER.

COLUMBUS, O. 4/5/94

J P McDowell Esq

Dear Sir

Since sending you the account of $36.80 of J. O. Potter we have received from him $10.00 leaving still due on the account $26.80. We wish you would present this to him for payment & if not paid without adding additional cost & we would like to perfect judgment on it without any further delay

Yours etc
Elliott Bakery
D Hogan Cashier

26.48
4/15 8 40
26

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-12 E. L. Barrett & Son, Publishers, Springfield, Ohio.

The Elliott Bakery
National Biscuit
Co (198, 200-202 S. Pearl st
Columbus Ohio) Pl'ffs.
vs.
T. O Potter

Def'ts.

Judgment, $26.80

Before J. P. McDowell Justice of the Peace.

No. 140 Amount Claimed, $36.40

Feb. 10th 1899

The Plaintiff filed their bill of particulars which is in substance as follows:

Dec. 14th 1898		$49.20
" 27 "		7.20
		$56.40
Jan 4th 1899	$10.00	
" 31st "	10.00	20.00
		$36.40

Mar. 5th 1899 Reid word from Plaintiffs that defendant had Paid $10.00 on above leaving a balance due of $26.40

April 6th 1899 Defendant came and confessed judgment on the above amount of $26.40 with costs interest and asked that judgment be entered herein against him without process

Therefore it is considered by me that the Plaintiffs herein recover from the Defendant herein the sum of twenty six and 80/100 dollars and the ~~fee~~ costs as herein taxed in the Margin of this case and interest 6%

J. P. McDowell J.P.

JUSTICE'S FEES.	Pl'ff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons or notice		25		
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing 1 Papers		5		
Record 100 Words		15		
Judgment		40		
Satisfaction				
Bail for Stay				
Execution and Filing				
Stay		~~40~~		
Trans. and Certificate				

CONSTABLE'S FEES.
Sum., Serv., and Mileage
Sub., Serv., and Mileage
Sum. Appraisers
Schedule and Bond
Serv. Garnishee
Att. Trial
Sum., Jury and Mileage
Copies
Ex. and Per Cent.

WITNESSES.

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In pursuance of

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FOR Jerome TOWNSHIP,

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, 18 . the Defendant in the above case came and by

his surety, resident of the County, approved by me as

good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires

J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of

A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P.

for Dollars and

cents, and costs taxed

and the said

intends to appeal

therefrom to the Court of Common Pleas of

County. Now, therefore, I,

of do hereby

promise and undertake to the said

in the sum of

Dollars,

that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

D Sloltz
Vs
Cyrus Converse
Filed July 1 1899

J P McDowell J P
July 20th 1899
Judgment rendered on the
within described
note for $5.79 and $1.95
Costs and interest and
costs accrue
J P McDowell J.P.

No ..... DUE .....

$ 5 53/100

PLAIN CITY, OHIO, Dec 17 1895

60 days after date, for value received, we, jointly and severally promise to pay

to the order of Frank Beach at THE FARMERS' BANK in Plain City, Ohio,

Five 53/100 Dollars

With interest at eight per cent ..... and after maturity, payable annually. And it is hereby agreed that after this obligation shall have become due, time of payment may be extended, from time to time, without our knowledge or consent, and we shall remain liable notwithstanding such extension of time, and we hereby authorize ..... or any Attorney-at-Law to appear before any Court of Record or Justice-of-the-Peace in the State of Ohio, or elsewhere, at any time after this obligation may become due, and waive process and service thereof and without notice confess judgment against us, or any or either of us, in favor of ..... or the legal holder hereof, for the amount that may appear due thereon, for principal, interest, cost of suit and all attorney fees, releasing all errors in the judgment so confessed, and waiving all right and benefit of appeal and any or all proceedings to set aside, vacate, open, suspend, or reverse such judgment or execution issued for the collection thereof. We also waive all benefit of advantage to which we may be entitled by virtue of any homestead or other exemption law, now or hereafter, in force in this or any other state, or elsewhere, where judgment may be entered by virtue hereof. We hereby authorize the payee, its agents or assigns, to sell at public or private sale, any or all Notes, Stock, Bonds, or other evidence of indebtedness pledged as collateral to the payment of this Note.

Witness our hands the day and date above written:

Copies Copies (L. S.)

..... (L. S.)

..... (L. S.)

..... (L. S.)

THE STATE OF OHIO,
Union COUNTY, SS.)

IN JUSTICE'S COURT,

Law E. L. Barrett & Son, Publishers, Springfield, Ohio.

D. Stoltz
Pl'ffs.
vs.
Cyrus Converse
Def'ts.

Judgment, $5.79

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons	25			
Affidavit				
Order of Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing 2 Papers	10			
Record 200 Words	30			
Judgment	40			
Satisfaction	20			
Bail for Stay	1.25			
Execution and Filing	40 40			
	2.05			
Trans. and Certificate	85			
CONSTABLE'S FEES.				
Sum., Serv., and Mileage 2 Copy	70			
Sub., Serv., and Mileage				
Sum, Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.	40			
	1.10			
WITNESSES.				

Before J. P. McDowell Justice of the Peace.

No. 141 Amount Claimed, $5.79

July 1st 1899

The Plaintiff filed his bill of particulars which is in substance as follows: $5.53 Plain City Ohio December 17th 1898 60 days after date, for value received we jointly and severally promise to pay to the order of Frank Beach, Five 53/100 dollars at the Farmers Bank in Plain City Ohio with interest at eight percent and after maturity, payable annually. and it is hereby agreed that after this obligation shall have become due, time of payment may be extended from time to time without our knowledge or consent and we shall remain liable notwithstanding such extension of time and we hereby authorize any attorney at law to appear before any court of record or Justice of the Peace in the state of Ohio or elsewhere at any time after this obligation becomes due and waive process and service thereof and confess judgment against us or either of us for amount due. Principal, interest and cost of suit etc. Signed Cyrus Converse July 15th 1899 I issued a summons for defendant returnable July 20th. 1899 at 6 P.M.

Return of summons
Received this writ July 15th 1899 and served the same on the defendant by leaving a certified copy thereof at his residence on the same day
Constable's fees on this writ
Service & return 25¢
Copy 25
mileage 20
Total $.70
(Signed) John Riley Constable

July 20th 1899 at the time set for the trial Plaintiff having left above described note as his evidence endorsed F. C. Beach defendant failed to appear

RT, FOR Jerome TOWNSHIP.

and after waiting one hour I find there is due the plaintiff from defendant the amount of said note

Therefore it is considered by me that the the plaintiff recover from the defendant in default the sum of five and 19 dollars debt and his costs herein taxed at one and 25 dollars as per item in the margin of this ~~costs~~ care and interest at eight per cent and costs that accrue

This 20th day of July A.D. 1899 J. P. McDowell J.P.

July 4th 1901 issued execution on above judgment

Execution returned no property found on which to levy, ~~but he has a house and lot~~ Fees 40. signed Delmore Snodgrass constable

March 13th 1902 Transcript ordered by D.E. Thornton atty for Plaintiff for the purpose placing on the execution docket at Marysville O.

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, 18 , the Defendant in the above case came and by

his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires

J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P.

for Dollars and

cents, and costs taxed

and the said

intends to appeal

therefrom to the Court of Common Pleas of

County. Now, therefore, I,

of do hereby

promise and undertake to the said

in the sum of

Dollars,

that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO,
Union COUNTY, SS.)

IN JUSTICE'S COURT,

PUBLISHED BY E. L. Barrett & Son, Publishers, Springfield, Ohio.

Philip Speasmaker

Pl'ffs.

vs.

Walter H. Byerly

Def'ts.

Judgment, $

Before J. P. McDowell Justice of the Peace.

No. 142

Amount Claimed, $

September 7th 1899

The Plaintiff filed his affidavit in Replevin bill of particulars which is in substance as follows: State of Ohio Union County ss. Before me the undersigned a justice of the peace in and for said County came Thomas J Roddy who being duly sworn deposes and says that he is the authorized agent of said Philip Speasmaker plaintiff herein.

Affiant further says that one Walter H. Byerly executed and delivered to said Philip Speasmaker a chattel mortgage on or about the 22" day of October A.D. 1898 that said Mortgage was filed in W. C. Vigor Township Clerk of Jerome township Union County Ohio.

Affiant further says that said mortgage was given to secure the payment of three promissory notes of said Walter H. Byerly given to said Philip Speasmaker, that two of said notes are due and unpaid, each note amounting to the sum of one hundred dollars being a total sum of Three hundred dollars, two hundred being due and remaining unpaid.

Affiant further says said Philip Speasmaker by virtue of said mortgage, the conditions thereof being broken and the said Walter H. Byerly having failed to comply with the conditions therein, is is entitled to the immediate possession of the goods and chattels following to-wit:

One sorrel mare 7 years old called Flasse, one black cow 4 years old, one Studebaker farm wagon, 3 inch tire complete with bed and seat, one bay mare 8 years old, one black heifer one year old, one jersey heifer ~~calf~~ one year old, color yellow, one bay coach mare 3 years old one bay mare 7 years old called Nelly, 3 black and white spotted brood sows, one Poland China male hog, one yearly bull, one Holland piano box buggy two breaking plows, ~~one moline~~ one 3 section spike toothed harrow, one moline corn planter complete, one Buckeye riding cultivator, one Hamilton walking cultivator, one Rolling cutter Harrow, two double sets of harness, one single set of harness.

That said goods and chattels are wrongfully detained from said Philip

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons				
Affidavit		40		
Order of		40		
Undertaking		40		
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing 3 Papers		15		
Record 600 Words		90		
Judgment				
Satisfaction				
Bail for Stay				
Execution and Filing				
Trans. and Certificate		1.15		
		3.30		

CONSTABLE'S FEES.		
2 writ Sum., Serv., and Mileage 40 cts		1.15
Sub., Serv., and Mileage		
Sum. Appraisers		1 00
Schedule and Bond		
Serv. Garnishee		
Att. Trial		
Sum., Jury and Mileage		
Copies		
Ex. and Per Cent.		
Extra work		1 00

WITNESSES.	
Appraisers fees	
Thad Reed	1.00
Harvey Davis	1 00

T, FOR Jerome TOWNSHIP.

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Speasmaker by said Walter H. Byerly, Affiant further says said goods and chattels were not taken in execution or any order or judgment against the said plaintiff or for the payment of any tax, fine or amercement assessed against him and are not claimed by said Philip Speasmaker under a title aquired mediately or immediately by transfer from one from whom such property had been taken by such execution, order or process or by virtue of any order of delivery issued under the law thereof or any other mesne or final process issued against the said Philip Speasmaker, (signed) T.J. Roddy.
Sworn to and subscribed in my presence this 7th day of September A.D. 1899 J.P. McDowell J.P.

Plaintiff filed their bond signed by Philip Speasmaker by T.J. Roddy agt, and O.M. Scott, for the sum of fifty dollars
On the same day I issued a writ of replevin & summons for defendant returnable Sept. 13th 1899

Sept. 11th 1899 Writ returned with the Inventory and appraisement return as follows

I received this writ September 7th 1899 and on the 7th day of September A.D. 1899 I replevied a part of the goods and chattels within described, and caused the same to be appraised as per Schedule hereunto attached;
The property still remains in my hands, the balance not found.
I find from the inventory and appraisement that the amount of the same is upwards of $300 so have certified the to the Court of Common Pleas with all the papers in the case J.P. McDowell J.P.

, 18 , the Defendant in the above case came and by
his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, as surety for the above Stay of Execution on the above Judgment of against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this day of A. D. 18 } Stay of Execution expires
J. P. } 18 . Am't then due $

, 18 . Issued an Execution for
returnable , 18 , and delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said obtained a judgment against the said on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18
J. P.

THE STATE OF OHIO,
Union COUNTY, SS.

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Elizabeth Morgan

Pl'ffs.

vs.

Albert Warner Admr

Def'ts.

Judgment, $

Before J. P. McDowell Justice of the Peace.

No. 143 Trial for right of levied on By J. Ed Robinson

Amount Claimed, $

Sept. 20th 1899

The Plaintiff filed her bill of particulars which is in substance as follows: To J. Ed. Robinson Sheriff of Union County Ohio Sir

You are hereby notified that I am not the defendant in the case of Albert Warner Admr Vs. E. M. Morgan, And that I claim the following Property levied on by you by virtue of an Execution issued by the Court of Common Pleas of Union County Ohio on said judgment of Albert Warner Admr Vs. E. M. Morgan on September 20th 1899 Viz. 32 head of yearling Ewes and one ewe and lamb in Darby township, the undivided one half interest in five Jersey ~~heifers~~ Cows full interest in one Jersey bull on rented farm of Harry Pennington, 29 Ewes and one buck & the undivided one half interest of 24 lambs on the S. D. Robinson farm in Darby township 26 head of Ewes on John Wenger's farm in Jerome township 50 head of sheep on the Joe Kahler farm in Jerome township, one Jersey cow, 3 Jersey heifers and 3 Jersey calves, on the Louis Rings farm in Jerome 30 head of sheep on the Union C. part of the Carey sister's farm in Jerome township 11 Ewes and the one half 10 head of lambs on the Hill Crottinger farm in Jerome township 21 head of old sheep and the undivided half of about 20 head of lambs on the John Robinson farm in Jerome township Levied on September 22 1899.

I request you to proceed under section No 5444 of the Revised Statutes of Ohio to try the right of Property to said goods and chattels So levied on

(Signed) Elizabeth Morgan
By Howard C. Black and
John Brodrick her attys

A true copy of the return of the execution Execution issued in above entitled case from the court of Common Pleas of Union County Ohio to J. Ed. Robinson sheriff of said County September 20th 1899

JUSTICE'S FEES.	Pl'ff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons				
Affidavit				
Order of				
Undertaking				
Subpœna 13 Names	40		65	
Swearing 11 Witnesses	15		40	
Venire for Jury	40			
Adjournment				
Filing 4 Papers	15		5	
			110	
Record 1000 Words	~~150~~ 150			
Judgment				
Satisfaction				
Bail for Stay				
Execution and Filing				
Sitting	100			
Trans. and Certificate	565			
CONSTABLE'S FEES.				
Sum., Serv., and Mileage				
Sub., Serv., and Mileage	65		1 65	
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial	1.00			
Sum., Jury and Mileage	1.20			
Copies			25	
Ex. and Per Cent.	2.85		1 40	
12 Jury E. C. Tipton	75			
J. R. Converse	75			
J. M. Jones	75			
C. J. Tinbury	75			
E. C. Crewell	75			
	3.75			
WITNESSES.				
R. E. Hager	50			
B. A Taylor	50			
Jno. Atkinson	1 00			
E. A. Mitchell	1 00			
Fred Hilbert	300		90	
John Wenger			100	
Joe. Kahler			50	
Louis Rings			50	
Joe. Mitchell			1 50	
Link Harris			30	
W. P. Andrews			50	
			5 20	

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FOR Jerome TOWNSHIP.

Return

State of Ohio Union County, ss. Sheriffs return
Received this writ Sept. 20. 1899 at 10 o'clock A.M. and Pursuant to its command on the 20th day of September 1899 I levied on the following described chattels as the property of E.M. Morgan at the various places hereinafter described by lots 1st lot in Darby township 32 head of ~~sheep~~ ewes and one ewe and lamb and left in the charge of R.S. Robinson.
2nd lot, the undivided one half interest in five Jersey cows and full interest in one Jersey bull on rented farm of Harry Pennington and left same in charg of Harry Pennington. 3rd. lot on 29 ewes and 1 buck and on the undivided half interest in 24 lambs on the farm of S.E. Robinson in Darby township and left the same with Fred Hilbert; 4th lot on 26 head of ewes on John Wengers farm in Jerome township and left the same in charge of John Wenger.
5th. on 50 head of sheep on Joe Kahles farm in Jerome Tp and left the same with Joe Kahler
6th lot on one jersey cow 2 Jersey heifers and 3 Jersey calves on the Lewis Rings farm in Jerome Tp, and left the same in charge of Lewis Rings.
7th lot on 30 head of sheep on the Union County part of the Cary sisters farm in Jerome Tp and left the same in charge of the Cary sisters.
8th lot, on 11 head of ewes and the undivided one half interest of 10 head of lambs on the Will. Crattinger farm in Jerome township and left them with Will Crattinger
9th lot on the 22nd day of September 1899 I levied on the following chattels as the property of E.M. Morgan of the John Robinson farm in Jerome Tp. 21 head of old sheep and on the undivided half of about 20 head of lambs in care of George Darbin, and left the same with George Darbin.

A true Copy of the levy. J. Ed. Robinson Sheriff

The above chattels have been claimed by a third party set up in writing which I send with this copy for you to try under Section 5744
J. Ed. Robinson Sheriff

Thereupon issued Summons directed to John Riley constable for the following disinterested persons having the qualifications of Electors Viz H.E. Tipton, J.R. Converse, C.M. Jones G.E. Kilbury and E.C. Grenell. Returnable on the 3rd day of October 1899 at 9 o'clock A.M. continued on Page 429

_____, 18____, the Defendant in the above case came and by _____ his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, _____ as surety for the above Stay of Execution on the above Judgment of _____ against _____ do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

_____, Surety.

Taken by and signed and acknowledged before me, and surety approved, this _____ day of _____ A. D. 18____ } Stay of Execution expires
J. P. } 18____. Am't then due $

_____, 18____. Issued an Execution for _____ returnable _____, 18____, and delivered the same to _____, Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the _____ day of _____ A. D. 18____, the said _____ obtained a judgment against the said _____ on the docket of _____ J. P. for _____ Dollars and _____ cents, and costs taxed _____ and the said _____ intends to appeal therefrom to the Court of Common Pleas of _____ County. Now, therefore, I, _____ of _____ do hereby promise and undertake to the said _____ in the sum of _____ Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this _____ day of _____ A. D. 18____

_____ J. P.

THE STATE OF OHIO,
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-97. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Amos Soar

Pl'ffs.

vs.

L. F. Marshall

Def'ts.

Judgment, $

Before J. F. McDowell Justice of the Peace.

No. 144 Amount Claimed, $137.10

January 20" 1900

The Plaintiff filed his bill of particulars which is in substance as follows: The Plaintiff says that on the 21st day of September A.D. 1899 the Plaintiff bought of the defendant fourteen head of Shotes at two and 65/100 dollars a head amounting to Thirty seven and 10/100 ($37.10) dollars at the time of said sale Shotes were not sound, but had the cholera, which fact was at that time well known to the defendant and was then unknown to plaintiff. But that said defendant fraudulently concealed said fact from plaintiff and thereby and thereby sold the said shotes to him for the price aforesaid, That said shotes at the time of said sale thereof had the cholera to the knowledge of the said defendant and said shotes began to die on the 23" day of September A.D. 1899 and continued to die until Ten (10) died within four weeks ~~from~~ after said date (Sept 23" 1899) and the other four were ~~were~~ of such a condition that they were of no value.

Wherefore the plaintiff alleges that he has been damaged in the amount of ~~one hundred and~~ Thirty seven and 10/100 ($37.10) dollars for which amount he demands judgment against defendant

(Signed) D. E. Thornton attorney for Plaintiff

Issued summons for defendant on the same day returnable Jan. 30th 1900 at 1 P.M.

Return of summons

I received this summons January 20" 1900 and on the same day served the same on the same on defendant by leaving certified copy thereof at his residence Service and return 25¢ copy 20¢ mileage 20¢ total 70¢ (Signed) John Riley Constable

I demanded security for costs of Plaintiff's attorney

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit				
Order of				
Undertaking for costs		40		
Subpœna 4 12 Names		40		80
Swearing 13 3 Witnesses		15		65
Adjournment		20		
Filing 5 Papers		15		
Venire		40		
Record 600 Words		120		
Judgment		40		
Satisfaction				
Bail for Stay				
Execution and Filing				
Sitting	1 00			
Trans. and Certificate	4.45			145
Jury fee	3 00			

CONSTABLE'S FEES.				
Sum., Serv., and Mileage 1 Copy		70		
Sub., Serv., and Mileage 4 Copies				2.55
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial		1 00		
Sum., Jury and Mileage		1 20		
4 Copies				1 00
Ex. and Per Cent.		2.90		3 55
Jury fee		~~3 00~~		

WITNESSES.			
Wm. Soar	85		
Scott Dunfee	85		
W. H. Silbury	80		
L. H. Elliott			1.30
[illegible]	2 50		50
[illegible]			70
[illegible]			50
[illegible]			70
R. M. Woodruff			80
B. Sherwood			90
B. Heath			80
Tom Walker			1 00
A. J. Mogill			70
R. B. Kilbury			50
W. H. Lorty			~~70~~

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This undertaking witnesseth: whereas Amos Soar a non-resident of Jerome Township Union County, Ohio having brought action against L. F. Marshall, before ~~the~~ the undersigned J. P. McDowell a justice of the Peace of said township who required security for costs to be given:

Now, we the undersigned Amos Soar and W. H. Kilbury his surety hereby undertake and promise to pay all costs that may accrue in said action. Amos Soar
W H Kilbury

Taken by, and signed and acknowledged before me, and surety approved, this 30th day of January A.D. 1900 J. P. McDowell J.P.

Plaintiff demanded trial by jury; The following jury was chosen Orley Howland, Del, Snodgrass, John Michael, R. H. Barrick and E. L. Artz case adjourned by consent of Parties until February 6th 1900 at 8 A.M. Sun time. Issued Subpoenas for Plaintiff for James Mitchell, Will Soars Scott Dunfee and W. H. Kilbury For Defendant, E. C. Chapman, L. H. Elliott, C. C. Smith, J. E. D. Smith, Steve Smith, J. M. Woodruff, Tom. Walker, W. Magill, Dode Sherwood, D. Heath, R. B. Kilbury and W. H. Sorty

Feb. 6th 1900 at time set for trial parties met, E. L. Artz and O. K. Howland were excused from sitting as jurors parties agreed to try the case with the remaining 4 jurors, Jury sworn The plaintiff, Wm. Soar, Scott Dunfee and W. H. Kilbury were sworn and testified for Plaintiff. The Defendant, L. H. Elliott, E. C. Chapman, J. E. D. Smith, Steve Smith, C. C. Smith, J. M. Woodruff, Dode Sherwood, D. Heath, Tom. Walker, W. Magill, R. B. Kilbury and W. H. Sorty were sworn and Examined for Defendant.

Upon hearing the proofs and allegations of the parties the jury agreed upon and returned the following verdict, We the Jury find for the defendant
(Signed) Delmore Snodgrass Foreman

It is therefore considered and adjudged that the defendant do recover of the plaintiff his costs herein taxed seventeen dollars, and costs that accrue
J P McDowell J.P.

Received from Amos Soar $24.00 in full for the above costs he paying his own witness $2.50 J. P. McDowell J.P.

, 18 , the Defendant in the above case came and by his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, as surety for the above Stay of Execution on the above Judgment of against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this day of A. D. 18 } Stay of Execution expires
J. P. } 18 . Am't then due $

, 18 . Issued an Execution for returnable , 18 , and delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said obtained a judgment against the said on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO,
Union COUNTY, SS.

IN JUSTICE'S COURT,

7/12. E. J. Barrett & Son, Publishers, Springfield, Ohio.

W. H. Carter assignee of the J. F. Seiberling Co, a Corporation of Akron Ohio
Pl'ffs.

vs.

L. H. Hutchisson
Def'ts.

Judgment, $ 135.

Before J. P. McDowell *Justice of the Peace.*

No. 145 *Amount Claimed, $* 135

May 5th *18* 1900

The Plaintiff filed his *bill of particulars which is in substance as follows:* The Plaintiff is duly appointed and acting assignee in trust for the benefit of the creditors of the J. F. Seiberling and Company an insolvent Corporation, organized under the laws of Ohio, of Akron Ohio.

The defendant is indebted to the plaintiff as such assignee in the following Sums to-wit:

Upon account for repairs in the Sum of $16.32 with interest at 6% from September 1st 1899.

Upon a note (lost) dated August 28th 1897 and due January 1st 1898 in the Sum of $10.00 with from August 28th 1897 at 8%

Upon a note dated August 28th 1897 and due October 1st 1898 in the sum of $35.00 with at 8% from 28th 1898

Upon a note dated October 1st 1898 and due September 1st 1899 in the Sum of $30.00 with interest at 8% from October 1st 1898

Upon a note dated October 1st 1899 and due December 1st 1899 in the Sum of $33.00 with interest at 8% from October 1st. 1898

The amount for which the Plaintiff asks Judgment against the defendant being the principal and interest of the above amounts in the Sum of $135.00

Wherefore the Plaintiff asks Judgment against the said defendant, for the said Sum of $135. and for his costs herein

(Signed) Cameron & Cameron
Attorneys for Plaintiff

Plaintiff deposited $5.00 to secure the costs in action

JUSTICE'S FEES.	Pl'ff's Cost. Dols.	Pl'ff's Cost. Cts.	Def'ts Cost. Dols.	Def'ts Cost. Cts.
Summons		25		
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing 5 Papers		25		
Record 400 Words		60		
Judgment		40		
Satisfaction				
Bail for Stay		40		
Execution and Filing				
Trans. and Certificate		100		

CONSTABLE'S FEES.	
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Sub., Serv., and Mileage	
Sum. Appraisers	
Schedule and Bond	
Serv. Garnishee	
Att. Trial	
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also filed affidavit of W. H. Carter showing his appointment as assignee allso his certified account properly proved and certified copy of the lost note with affidavit showing the legality of said notes, with the other 3 notes.

June 1st 1900 The defendant L. W. Hutchisson came and confessed that he is indebted to the plaintiff to said amt, of $135.02

Therefore it is considered by on that said Plaintiff recover of the defendant herein the sum of one hundred and thirty five dollars debt and his costs herein taxed in the margin of this case and interest at 8% and costs that accrue

J. P. McDowell J.P.

June 11th 1900 R. S. Fry sent me a letter of which the following is a copy

In regard to going on as bail for L W Hutchisson on the stay I will give you the right to sign my name providing you have the Chattel mortgage made to me for Security (Signed) R. S. Fry

Two Commission certificates of $21. each on above company as collateral, one taken up Jan 11th 1901

Feb. 4th 1901 Received from L. W. Hutchison on above judgment $87.5.

" 15th " " " " " " " " 26.15

" 23 " " " " " " " " 26.50

Mar. 2 " " " " " " check on " 5.00

Nov. 7th " " " " " " Cash & Checks $10.00

Nov. 18th " " " " " " " " $2.50

Balance in full on above judgment Paid and the same transmitted Cameron & Cameron Attorneys for Plaintiffs

June 11th, 18~~9~~1900 the Defendant in the above case came and by R. S. Fry his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, R. S. Fry as surety for the above Stay of Execution on the above Judgment of W. H. Carter assignee against L. W. Hutchisson do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

R. S. Fry, Surety.

Taken by and signed and acknowledged before me, and surety approved, this 11th day of June A. D. ~~18~~ 1900 } Stay of Execution expires Feb. 1st
J. P. J. P. McDowell ~~18~~ 1900 } Am't then due $144.10

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO,
Union COUNTY, SS.)

IN JUSTICE'S COURT,

The E. L. Barrett & Son, Publishers, Springfield, Ohio.

Charles H. Kramer

Pl'ffs.

vs.

George Crook

Def'ts.

Judgment, $

Before J. P. McDowell Justice of the Peace.

No. 116 In Replevin Amount Claimed, $

June 30th 1900.

The Plaintiff filed his ~~Affidavit~~ ~~bill of particulars~~ which is in substance as follows: Before me the undersigned a justice of the peace in and for said County came Charles H. Kramer who being duly swoon, depozes and says

1. That he claims the following described property, to-wit: One Spotted Cow 7 years old, one Jersey yellow cow about 14 years old, 1 Brindle Jersey cow about 5 years,

2. That said C. H. Kramer is the owner of said property.

Plaintiff as owner. is entitled to the immediate possession of said property.

3 That said property is wrongfully detained by the defendant George Crook,

4th That said property was not taken in execution or any order or judgment against plaintiff, or for the payment of any tax, fine or assessment assessed against him, and is not claimed by him under a title acquired mediately or immediately by transfer from one from whom such property had been taken by such execution, order or process or by virtue of an order of delivery issued in this plevin, under Chapter 10, title III Part third, of the revised statutes of Ohio, or any other mesne or final process issued against him

(Signed) Charles H. Kramer

Issued writ of replevin and summons returnable July 5th 1900 at 1 P.M.

Return

Received this writ on the 30th day of June 1900, and on the 30th day of June A.D. 1900: I replevied the goods and chattels within described, and caused the same to be appraised as per schedule hereunto attached. The within named Charles H. Kramer gave a replevin undertaking according to law, with Jacob Kramer and himself

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons				
Affidavit		40		
Order of		40		
Undertaking				
Subpœna 6 6 Names		50		50
Swearing 4 Witnesses				
Adjournment				
Filing 4 Papers				
Record 30 Words		45		
Judgment		40		
Satisfaction		2.65		
Bail for Stay		~~55~~		
Execution and Filing		~~85~~		
Arbitrators		1.50		Pd
Trans. and Certificate				

CONSTABLE'S FEES.		
On order	2.62	
Sum., Serv., and Mileage	.75	Pd
Sub., Serv., and Mileage	$3.35	
Sum. Appraisers		
Schedule and Bond		
Serv. Garnishee		
Att. Trial		
Sum., Jury and Mileage		
Copies		
Ex. and Per Cent.		
Appraisers	2.00	
Geo. Lane 1.00 Pd		Pd.
H. H. Kramer 1.00		

WITNESSES.		

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T, FOR TOWNSHIP.

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Kramer
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sufficient sureties herewith returned and I delivered the property to Charles F. Kramer also, on the same day served the defendant by copy. (signed) Delmore Snodgrass
Constable

July 6th 1900 Parties met neither Party being ready for trial case adjourned to July 6th 1900 at 1 P.M. for trial
I issued sub for plaintiff for John Fogle Cyrus Turner Walt Byerly, Frank Kramer, Nettie Kramer and Jacob Kramer. For defendant John Fogle Cyrus Turner, Wm. Wagner, John Merchant, Frank Crook and Garfield Crook

July 5th 1900 the parties met and agreed to submit the case to two arbitrators Delmore Snodgrass and James Douglass chosen and qualified as arbitrators parties made their statements, Arbitrators brought in the following award

We the arbitrators in the above cause this day met before said justice and were duly qualified. After hearing the testimony and the allegations of the parties we did and do award and adjudge that the plaintiff pay the defendant the sum of three dollars damages and two and 25/100 dollars for taking up said stock and that each party pay one half the costs accrued in the case. (Signed) Delmore Snodgrass } Arbitrators
James Douglass

Therefore it is considered by me that the ~~plaintiff~~ defendant recover of the Plaintiff $3. 00 damage and $2.25 for taking up the stock and that each pay one half the costs assessed at $8.75 or $4.37 each
J.P. McDowell J.P.
July 14th 1900 Received from C. F. Kramer $4.50 on above judgment
Received from C. F. Kramer 43¢ balance on above

, 18 , the Defendant in the above case came and by
his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, as surety for the above Stay of Execution on the above Judgment of against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this day of A. D. 18 } Stay of Execution expires
J. P. } 18 . Am't then due $

, 18 . Issued an Execution for
returnable , 18 , and delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking:

Whereas, on the day of A. D. 18 , the said obtained a judgment against the said on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO,
Union COUNTY, SS.)

IN JUSTICE'S COURT,

E. L. Barrett & Son, Publishers, Springfield, Ohio.

In attachment

John Robinson

Pl'ffs.

vs.

Frank Loar

Def'ts.

Judgment, $300.

Before S. D. McDowell Justice of the Peace.

No. 147 Amount Claimed, $ 300

November 7th 18 1900

The Plaintiff filed his affidavit bill of particulars in attachment which is in substance as follows: The said John Robinson being duly sworn, says that Frank Loar said defendant is justly indebted to said Plaintiff on a rent contract for upwards of three hundred dollars, called herein three hundred dollars, that the said claim claim is just that he believes said plaintiff ought to recover thereon the amount of three hundred dollars; That the property sought to be attached is not exempt from execution; that said property is not the personal earnings of said defendant for services rendered within three months prior to the commencement of this action; and that said defendant is about to remove his property or a part thereof out of the county with intent to defraud his creditors; said defendant is about to convert his property or a part thereof into money for the purpose of placing it beyond the reach of his creditors; said defendant has assigned, removed ~~removed~~ or disposed of or is about to assign, remove or dispose of his property or a part thereof with intent to defraud his creditors; said defendant fraudulently or criminally contracted the debt or incurred the obligation for which suit is about to be brought. (Signed) John Robinson

Sworn to Nov. 7th 1900

I issued summons and order of attachment and delivered them to Delmore Snodgrass Constable returnable Nov. 12th 1900 at 9 A.M.

Return of Order

Nov. 7th 1900 received this order, I executed the same by going to the place where the property of the defendant Frank Loar, described in an inventory and appraisement returned herewith was found, and there at 2 P.M. on the same day in the presence and hearing of S. D. Robinson & ~~Robinson~~ S. T. Charra two credible persons declared that by virtue of this order I attached said property at the suit of said Plaintiff and did then and there attach it, and with S. D. Robinson and S. T. Charra two householders of the county, who were by me first duly sworn, did make a true inventory and appraisement of all said property attached, which inventory and appraisement was by me and said householders signed, and is returned

JUSTICE'S FEES.	Pl'ff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit		40		
Order of		40		
Undertaking		40		
Subpœna 10 Names		40		50
Swearing 3 Witnesses		15		
Adjournment		20		
Filing 9 Papers		35		10
Venire				40
Record 1000 Words	1	50		
Judgment		40		
Satisfaction				
Bail for Stay				
Order of sale Issuation and Filing		45		
Sitting	1	00		
Trans. and Certificate				
Appr. fees	2	00		
	5	90	1	00

CONSTABLE'S FEES.				
Sum., Serv., and Mileage Copy		85		
Sub., Serv., and Mileage Copy		120	~~1.40~~	
Order of att. ser. oil, Copy	1	00	1.40	
Sum. Appraisers		100		
Schedule and Bond				
Order of Sale Serv. Garnishee		60		
Att. Trial	1	00		
Sum., Jury and Mileage				
2 Copies		50		
Ex. and Per Cent.				
Venire	paid ~~1 50~~ 6 15		1.20	
Jury fee	4	50	2 60	

WITNESSES.			
S B Robinson	70		
Robt Robinson	80		
	150		
Loretta Loar			70
Ira Jarpning			70
Chris Rice			70
Scott Dunfee			22
			9 00

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FOR Jerome TOWNSHIP.

and served defendant by a copy of this order
with this order, (Signed) Delmore Snodgrass Constable

Return of Summons service 40c copy 25c mileage 35c sum. appr 100 $1.00

Nov. 7th 1900 Received writ and Nov. 7th 1900 served the same on defendant by leaving certified copy thereof personally service 25c copy 25c mileage 35 = 85c

Signed Delmore Snodgrass Constable

Nov. 72th 1900 at the time of return of the summons both parties present, Dfendant asked for jury trial panned drawn up, the following persons were chosen as jurors, J.C. Williams, H.C. Lipton, James Price & Wm. Michaels sen, Clark Rickard and John Michael, for whom I issued venire, Issued subpoenas for plaintiff for John Cunningham, Robt Robinson S. B. Robinson and Cyrus Zimmerman, for defendant, Ira Larkins, Loretta Lour Chris Rice, Scott Dunfee George Darbon and Andrey Gill. Case adjourned Till Nov. 13th 1900 at 12 M.

Copy of bill of Particulars

Plaintiff says that defendant is indebted to him in the amount of four hundred and fifty nine and 37/100 dollars, but that he remits the excess over three hundred dollars in order that it may come within the jurisdiction of the justice of the Peace.

Said debt would have been due $229.60 January 1st 1901 and $229.87 April 1st 1901 if said defendant had lived up to his contract.

Said plaintiff rented his farm of 131¼ acres in Jerome Township, Union County Ohio, upon which defendant now resides, to defendant and an agreement was entered into in writing between them in which to carry out the contract said plaintiff delivered said land and appurtenances to said defendant on or about April 1st 1900 and said defendant was to execute and deliver to said plaintiff a chattel mortgage upon the crops on said place as soon as same were planted to secure said payment of said amounts at the times in ~~said amounts~~ notes of said amounts set forth herein before.

Said defendant has violated his contract wherein he agreed to execute said chattel mortgage and so for said sum of three hundred dollars said plaintiff asks judgment against said defendant (Signed) H.M. Rouse and Howard C. Black

Attorneys for plaintiff

Continued on Page 341

2.00
.90
6.15
1.50
$ 5.55

....., 18....., the Defendant in the above case came and by

his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

....., Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18..... } Stay of Execution expires

J. P. } 18..... Am't then due $

....., 18..... Issued an Execution for

returnable ....., 18....., and

delivered the same to ....., Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the ..... day of

..... A. D. 18....., the said

obtained a judgment against the said

on the docket of ..... J. P.

for ..... Dollars and

..... cents, and costs taxed

and the said

intends to appeal

therefrom to the Court of Common Pleas of

County. Now, therefore, I,

of ..... do hereby

promise and undertake to the said

in the sum of

..... Dollars,

that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this ..... day of ..... A. D. 18.....

J. P.

Summons.

Samuel Martin

Plaintiff,

AGAINST

Augustus Depp

Defendant.

BEFORE

J. P. McDowell

Justice of the Peace.

Docket C, *No.* ..... *Page* .....

Returnable Feb. 23 1901 ~~189~~

Amount (including interest) for which plaintiff will take judgment, if defendant fails to appear $4.10

Justice's Fees $1.15

Constable's Fees $1.35

Total $6.60

CERTIFICATE.

(To be signed only on the COPY left with the defendant.)

I certify that the within and above is a true copy of the original writ, and of the endorsements thereon.

Constable.

Returned and Filed Feb 23 1901

E. L. Barrett & Son, Publishers, Springfield, Ohio. 6-2-40.

RETURN.

(To be made only on the original writ.)

189

Received this writ Feb 19 ~~189~~1901, *and* Feb 23 1901 *served the same on defendant by leaving certified copy thereof* (*) Left at His Residence

Constable's Fees on this Writ.	
Service and Return	25
Copy	25
Mileage 14 *Miles*	85
Total	$ 1.35

Lebanon, Ohio, Feb 23 1901

Constable.

(*) With him (or her, or them each) personally," or, "at his usual place of residence;" or, "with the President (or Cashier, Secretary, Mayor, Agent, etc.) of the defendant corporation (or otherwise, as the case may require. See Rev. Stat. of Ohio, Sec. 647-8, and Swan's Treatise.

SUMMONS. [39.] E. L. Barrett & Son, Publishers, Springfield, Ohio.

THE STATE OF OHIO, }
Union County, } ss.

To any Constable of Jerome Township, in said County, GREETING:

You are Hereby Commanded to summon Augustus Depp

to appear before me, the undersigned, a Justice of the Peace of said Township, at my office therein on the 23" day of February A. D. ~~189~~ 1901 at 1 o'clock P. M., to answer the action of Samuel Martin

who claim of the defendant the sum of $3.60, with interest thereon at 6 per cent., from the 2" day of May A. D. ~~189~~ 1900, for amount due on account for work and labor in making an axletree and Sandboard for defendant

The plaintiff ask a judgment for the amount endorsed hereon, and for costs.

You will make due return of this summons, on the 23" day of February A. D. ~~189~~ 1901

Given under my hand, this 19" day of February A. D. ~~189~~ 1901

J. P. McDowell
Justice of the Peace.

16,15

No. ..... Doc. ..... Page .....

F. Younker

vs.

H. A. Vanbuskirk

EXECUTION.

Ret. and Filed 189

Justice of the Peace.

Judgment,	$10.62
Interest,	.88
Costs,	2.35
Increase Costs,	.40
Total,	14.45
Amount Credits,	
Balance,	

March 15 1892, Rec'd this Writ, and by virtue thereof I levied on and advertised for sale the property of the within named .....

An inventory of all property so levied upon, sold and remaining unsold by virtue hereof, is hereto annexed.

Made by sale of property,	$
Cash paid by Defendant,	10.94
Total amount made,	
Poundage, 4 per cent.,	.55
Service,	4.0
Mileage, 8 miles	.55
Advertisement,	10.87
Paid to Justice,	.88
Balance,	$11.70
	5.00
	6.70

$14.30

Geo Bonham Constable.

Published by The Ruggles-Gale Co., Blank Book Manufacturers and Legal Blank Publishers, Columbus, O.

PROPERTY LEVIED UPON.

Received $15.95

PROPERTY SOLD.

Sold to H A Vanbuskirk

Received 3/15 and costs

Constable fees 1.50

Postage .10

UNSOLD FOR WANT OF

1902

By Katie Vanbuskirk

Geo Bonham

7-6-2 Published by THE RUGGLES-GALE CO., Blank Book Manufacturers and Legal Blank Publishers, Columbus, Ohio.

EXECUTION.

Revised Statutes, Section 6663.

THE STATE OF OHIO,

Jerome Township, Union County, ss.

To G. O. Bonham **Constable of said County:**

Whereas, On the 12th day of November A. D. ~~187~~ 1902

F. Younker obtained a judgment against

W. A. Vanbuskirk

before me, the undersigned J. P. McDowell a Justice of the Peace of the Township aforesaid, for the sum of ten dollars and Eighty two cents on a claim, and for two dollars, and thirty five cents, costs, upon which judgment there is due, of principal, interest, and costs the sum of fourteen dollars and five cents, for work and Labor,

You are therefore hereby commanded to collect the said amount due on said judgment with costs endorsed and increase, and increase of interest at the rate of ____ per centum yearly, out of the personal property of the said W. A. Vanbuskirk

and pay the same to the party entitled thereto; and make return of this execution and a certificate thereon, showing the manner in which you have executed the same, in thirty days from the time of your receipt hereof.

Given under my hand, this 13th day of March A. D. ~~187~~ 1902

J. P. McDowell

Justice of the Peace of said Township.

340

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-12. S. D. Barrett & Son, Publishers, Springfield, Ohio.

F. Younker

Pl'ffs.

vs.

W. A. Vanbuskirk

Def'ts.

Judgment, $10.82

Before J. P. McDowell Justice of the Peace.

No. 148 Amount Claimed, $10.82

Nov. 7th 1900 18

The Plaintiff filed his bill of particulars which is in substance as follows: Mr. W. Vanbuskirk Dr. to F. Younker for work and labor
Balance due $10.82
Issued Summons for defendant on the same day returnable Nov. 12th 1900 at 1 o'clock P.M.
Summons returned
Received this writ November 7th 1900 and Nov. 8th 1900 served the same on defendant by leaving certified copy thereof Personally
Service and return 25¢ copy 25¢ mileage 8 miles 55¢ total $1.05 (signed) Delmore Snodgrass Constable
Nov. 12th 1900 Defendant came and confessed that he was indebted to the Plaintiff in the sum of $10.82 as above claimed and asked that judgment be entered herein for said amount and herein charged
It is therefore considered by me that the Plaintiff F. Younker recover of the defendant W. A. Vanbuskirk the sum of ten and 82/100 dollars debt and his costs herein taxed as found in the margin of this case total costs $1.95.
Issued execution October 31st 1901 by order of Plaintiff not returned
March 13th 1902 issued execution and delivered the same to G. C. Bonham Constable
Execution returned
By halia Otis April 1st 1902
Received from W. A. Vanbuskirk
Received this Execution from D. E. Thornton 3/14 and return to him $14.30
Constables fees 1.50
Postage 15
Received from D. E. Thornton $9.30 Apr. 2nd 1902
Received from J. P. McDowell J. P. $6.55 in full satisfaction of above judgment.
Frank Younker

JUSTICE'S FEES.	Pl'ff's Cost. Dols.	Pl'ff's Cost. Cts.	Def'ts Cost. Dols.	Def'ts Cost. Cts.
Summons		25		
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing 1 Papers		10		
Record 100 Words		15		
Judgment		40		
Satisfaction		90		
Bail for Stay				
Execution and Filing		40		
4% for Collecting		45		
Trans. and Certificate		1 35		
		1.75		

CONSTABLE'S FEES.	
Sum., Serv., and Mileage 8 Copy	1.05
Sub., Serv., and Mileage	paid
Sum. Appraisers	
Schedule and Bond	
Serv. Garnishee	
Att. Trial	
Sum., Jury and Mileage	
Copies	
Ex. and Per Cent.	

WITNESSES.

FOR Jerome TOWNSHIP.

John Robinson vs Frank Loar

Defendant's answer

Defendant says that he denies each and every allegation contained in the complaint and each and every allegation contained in the affidavit filed herein for a writ of attachment. And furthermore asks for $800. damages for the breach of said contract mentioned in Plaintiff's bill Particulars herein caused by John Robinson Plaintiff and for breach of verbal contract made and entered into by Frank Loar and John Robinson on the same subject matter.

Therefore defendant asks for judgment for $300. and costs and that attachment be discharged. (Signed) D. E. Thornton attorney for defendant

Nov. 13th 1900 Parties all present and ready for trial Jury Clark Rickard, H. C. Lipton Wm. Michael sen, A. C. Williams, James Price and John Michael. Witnesses for Plaintiff Present and sworn John Robinson sworn and examined S. B. Robinson & Robt Robinson were sworn and not examined For defense Loretta Loar, Ira Jasping, Chas Rice, and Scott Dunfee were present but not examined No defense made.

Case given to the jury who brought in the following verdict

We the Jury do find and assess the Plaintiff's claim herein against the defendant to the sum of three hundred dollars leaving the amount of the recovery of defendant herein three hundred dollars

(Signed) H. C. Lipton Foreman

Therefore it is considered by me that the Plaintiff recover from defendant the sum of three hundred dollars debt and his costs herein taxed in the margin of this case and costs that accrue J. P. McDowell J. P.

Jury fee Paid by Plaintiff $4.50

Order of Sale issued Nov. 13th 1900

Return of order. Received this order Nov. 1900 and on Nov 22nd 1900 I restored the within property to the defendant Frank Loar, by order of John Robinson Plaintiff fees Service & return 4.00 mileage 2.00=60 Signed Delmore Snodgrass Constable

Jan. 17th Recd from plaintiff $3.00 to apply on the costs

Jan. 22nd 1901 Received of John Robinson $6.90 on which I have credited the $3.00 received on the 17th inst and I have paid the Constable the $3. received from Robinson. Frank Loar

Robinson agreed to settle the case by defendant paying the costs

S. B. Robinson to issue execution for costs

Judgment in favor of plaintiff

John Robinson Plaintiff

149 Witnesses

This cause coming on for trial March 4th 1901 one

_____, 18____. the Defendant in the above case came and by his surety, resident of the County, approved by me as good and sufficient surety, executed an undertaking for the

STAY OF EXECUTION

to be entered herein which is in the words:

In pursuance of the Statute in such case made and provided, I, _____ as surety for the above Stay of Execution on the above Judgment of _____ against _____ do hereby promise and undertake to pay the amount of said Judgment, interest and costs and the costs that may accrue.

_____, Surety.

Taken by and signed and acknowledged before me, and surety approved, this _____ day of _____ A. D. 18____ } Stay of Execution expires _____ J. P. } 18____. Am't then due $

_____ 18____. Issued an Execution for _____ returnable _____, 18____, and delivered the same to _____, Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the _____ day of _____ A. D. 18____, the said _____ obtained a judgment against the said _____ on the docket of _____ J. P. for _____ Dollars and _____ cents, and costs taxed and the said _____ intends to appeal therefrom to the Court of Common Pleas of _____ County. Now, therefore, I, _____ of _____ do hereby promise and undertake to the said _____ in the sum of _____ Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this _____ day of _____ A. D. 18____

_____ J. P.

No. 1477 149 Doc. P

John Robinson

vs.

Frank Soar

EXECUTION.

Returned and Filed Mar. 24th, 1901

J. P. McDowell

Justice of the Peace.

Judgment, - - - - $

Interest, - - - -

Costs, - - - - 9.70

Increase Costs, - - - - 40

Total, - - - - 10.10

Amount Credits, - -

Balance, - - -

March 4th, 1901 Rec'd this Writ.

An inventory of all property levied upon, sold and remaining unsold by virtue hereof is hereto annexed.

Made by sale of property, - - $

Cash paid by defendant, - - - - 10.10

Total amount made, - - - $ 10.10

Poundage, 4 per ct., - - $

Service, - - - - - -

Mileage, - - - - -

Advertisement, - - -

Paid to Justice, - - - 10.10

Balance, - - - - - - $

Delmer Snodgrass

Constable.

E. L. Barrett & Son Publishers, Springfield, Ohio. 0-3-4.

Unsold for want of

Property Sold. $

Property Levied Upon.

12—E—EXECUTION. [43] E. L. Barrett & Son Publishers, Springfield, O.

THE STATE OF OHIO,

Jerome Township, Union County, } SS.

To Delmore Snodgrass Constable of said County:

WHEREAS, On the Nov. 13th 1900 & Nov 20th day of A. D. 1900

John Robinson obtained ~~a~~ judgment against

Frank Loar (and whereas said judgment or costs cannot be made of defendant) before me, the undersigned,

a Justice of the Peace of the Township aforesaid, for the sum of dollars and

cents, and for dollars and cents

costs, upon which judgment there is due, of ~~principal, interest and~~ costs, the sum of nine

dollars and seventy cents.

You are therefore hereby commanded to collect the said amount due on said judgment with costs indorsed and increase of interest at the rate of per centum yearly, out of the personal property of the said

John Robinson and pay the same to the party entitled thereto; and make return of this execution and a certificate thereon, showing the manner in which you have executed the same, in thirty days from the time of your receipt hereof.

Given under my hand, this 4th day of March A. D. 1901

J. P. McDowell

Justice of the Peace of said Township.

342

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

E. L. Barrett & Son, Publishers, Springfield, Ohio.

John Robinson

Pl'ffs.

vs.

Frank Loar

Def'ts.

Judgment, $

Before J. P. McDowell Justice of the Peace.

No. 149 Amount Claimed, $

Forcible detention

November 13th 1900

The Plaintiff filed his ~~bill of particulars~~ complaint which is in substance as follows: To J. P. McDowell justice of the peace in and for the township of Jerome, in the county of Union and State of Ohio:

The undersigned John Robinson a resident of the county of Union, Ohio, doth hereby make his complaint to you against Frank Loar for this; that the said Frank Loar hath ever since on or before the first day of September 1900, and doth still unlawfully and forcibly detain from the undersigned possession of the following premises situate in the township of Jerome in said county, being about ~~about~~ 131¼ acres of land with a brick house thereon and outbuildings known as the old Samuel McCullaugh farm.

The said Frank Loar entered upon said premises as the tenant of the undersigned: the lease therefore expired at the time herein first mentioned, and that the said Frank Loar hath unlawfully and forcibly held over his said term.

On the 8th day of November in the year A.D. 1900, the undersigned duly served upon said Frank Loar as required by law notice in writing to leave said premises.

The Undersigned asks process of restitution &c. Dated this 13th day of November 1900

(Signed) John Robinson

On the same day issued summons for defendant returnable Nov. 19th 1900 at 1 o'clock P.M.

Return

Received this writ Nov. 13th 1900 served the same on defendant by leaving certified copy thereof Nov. 14th 1900 Service and return 25¢ copy 25 mileage 35 total 85¢

(Signed) Delmore Snodgrass Const.

Nov. 19th at the time set for trial both parties both present. Defendant demanded trial by jury who deposited $4.50 jury fee

JUSTICE'S FEES.	Pl'ff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit				
Order of Undertaking				
Subpœna 5 Names				45
Swearing 7 Witnesses		10		25
Adjournment		20		
Filing 14 Papers		10		10
Venire for jury				40
Record 600 Words		90		
Judgment		40		
Satisfaction				
Bail for Stay				
Execution and Filing				
Sitting		1.00		
Trans. and Certificate				
writ of restitution and filing		45		
		3.35		1.20

CONSTABLE'S FEES.				
Sum., Serv., and Mileage 1 Copy		85		
Sub., Serv., and Mileage				85
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial		1.00		
Sum., Jury and Mileage				1.20
Copies	Paid			2.05
Ex. and Per Cent.				
jury fee				3.75
		1.85		

WITNESSES.		
Robt Robinson	25	
R. B. Kilbury		50
S. B. McCullaugh		90
Andrew Gill		80
		2.20

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FOR Jerome TOWNSHIP.

S. T. Ohara, John Rickard, Charles Ferris, Charles Butler, D. D. Ketch and Jasper Converse were chosen as the jury and venire issued for them. Issued subpoena for defendant Jork B. Kilbury Loretta Soar, S. B. McCullough Andrew Gill and J. P. McDowell. case adjourned to Nov. 20th at 12 M.

Nov. 20th 1900 At time set for trial Parties all present the jury was called but only five responded J. R. Converse, John Rickard, C. Ferris, S. T. Ohara and Charles Butler, Parties agreed to let the case be tried with that number jury examined and sworn. The plaintiff and Robt Robinson sworn and testified for the Plaintiff. the defendant, R. B. Kilbury, S. B. McCullough and were sworn, defendant was the only one that was examined.

The case given to the jury who brought in the following verdict.

We the jury do find that the defendant is guilty in manner and form as the plaintiff hath in his complaint set forth; and that the same and the matters stated are true.

(signed) John Rickard Foreman

It is therefore considered by me, that the said plaintiff have restitution of the premises mention and described in his said complaint and recover of said defendant the costs here in taxed at $3.05- and costs accrue items of costs in margin of this case. J. P. McDowell J. P.

Issued writ of restitution and gave it to Delmore Snodgrass Nov. 23rd 1900

Dec. 3rd 1900 Returned for want of an indemnifying by by plaintiff.

(signed) Delmore Snodgrass Constable

Jan 22nd 1901 Received of John Robinson $3.35 my costs in above case

Mar 4th 1901 Const. Delmore Snodgrass ordered execution against for his costs in this and former case against John Robinson Plaintiff which I issued to day

Returned Mar. 24th 1901 Cash paid by defendant in full $10.10

Paid to Justice $10.10 (Signed) Delmore Snodgrass constable

, 18 . the Defendant in the above case came and by his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, as surety for the above Stay of Execution on the above Judgment of against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this day of A. D. 18 } Stay of Execution expires J. P. } 18 . Am't then due $

, 18 . Issued an Execution for returnable , 18 , and delivered the same to , Constable.

Execution returned and endorsed as follows:

$3.35
1.85
.25
5.45

Appeal Undertaking.

Whereas, on the , day of A. D. 18 , the said obtained a judgment against the said on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

Samuel Martin
Plaintiff

Vs.

Augustus Depp
Defendant

Filed Feb 19th 1901
J.P. McDowell
Justice of the Peace

1.30
1.35
2.65
4.10
6.75

5.75
.05
5.80

5.75
.05
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.06
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.1
97.20
5.40
6.37

4.10
6
24.60
7.80

Dublin Ohio
Sept. 18th 1900

Augustus Depp —

Debtor to Samuel Martin
May 2nd 1898

One apple tree	$2.50
One sanboard	1.00
	$3.50

Samuel Martin.
Interest

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

The W. L. Barrett & Son, Publishers, Springfield, Ohio.

Samuel Martin

Pl'ffs.

vs.

Augustus Depp

Def'ts.

Judgment, $

Before J.P. McDowell Justice of the Peace.

No. 150 Amount Claimed, $4.10

Feb. 19.. 1901 18

The Plaintiff filed his bill of particulars which is in substance as follows:

Augustus Depp Debtor to Samuel Martin

May 2nd 1898

One axle tre	$2.50
one Sandboard	1.00
Interest	3,60
	60
(Signed) Samuel Martin	$7.10

On Feb 19.. 1901 Issued Summons and gave the same to Const. Delmore Snodgrass returnable Feb. 23.. 1901 at 1 oclock P.M.

Constable's return on Summons
Received this writ Feb. 19.. 1901 and Feb 19.. 1901
Served the same on defendant by leaving certified copy thereof at his residence
constable's fees on this writ.

Service and return	.25
Copy	.25
Mileage 14 miles	.85
Total	$1.35

(Signed) Delmore Snodgrass Constable

Feb. 23.. 1901 At the time set for trial parties appeared, plaintiff swore to his account which the defendant did not deny, defendant made no defense
It is therefore considered by me that the Plaintiff herein recover of the defendant herein the sum of four and 10/100 dollars and his costs assessed at $2.50 and costs that accrue
Feb. 23.. 1901. J. P. McDowell J.P.

JUSTICE'S FEES.	Pl'ff's Cost. Dols.	Pl'ff's Cost. Cts.	Def'ts Cost. Dols.	Def'ts Cost. Cts.
Summons		25		
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing / Witnesses		5		
Adjournment				
Filing 2 Papers		10		
Record 200 Words		30		
Judgment		40		
Satisfaction		20		
Bail for Stay				
Execution and Filing				
Trans. and Certificate				
		130		

CONSTABLE'S FEES.				
Sum., Serv., and Mileage + Copy		1.35		
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				

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STAY OF EXECUTION

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Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

LABOR CANDIDATES	Received Votes	NON-PARTIZAN CANDIDATES	Received Votes

Clerks.

Charles L. Bell, in account
with Gay & Smith, Dr.
To balance for work and
labor performed upon a
certain building situated
on Marshall avenue
Columbus Ohio
Balance Due $30.84

Gay & Smith

346

THE STATE OF OHIO,
Union COUNTY, SS.

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Guy & Smith

Pl'ffs.

vs.

Charles L. Bell

Def'ts.

Judgment, $

Before J. P. McDowell Justice of the Peace.

No. 157 Amount Claimed, $30.84

March 4th 1901

The Plaintiff filed their bill of particulars which is in substance as follows: Charles L. Bell in account with Guy & Smith Dr to balance for work and labor performed upon a certain building Situated on Marshall avenue Columbus Ohio. Balance due $30.84

(Signed) Guy and Smith

Issued Summons 1901

Returnable 1901 at 1 P. M.

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons				
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing Papers				
Record Words				
Judgment				
Satisfaction				
Bail for Stay				
Execution and Filing				
Trans. and Certificate				
CONSTABLE'S FEES.				
Sum., Serv., and Mileage				
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
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Ex. and Per Cent.				
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STAY OF EXECUTION

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Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO, Union COUNTY, SS.

IN JUSTICE'S COURT,

The E. L. Barrett & Son, Publishers, Springfield, Ohio.

B. F Kuhn

Pl'ffs.

vs.

G. R. Hughs

Def'ts.

Judgment, $

Before J. P. McDowell Justice of the Peace.

No. 152 Amount Claimed, $49.81

March 4th 1901 18

The Plaintiff filed his bill of particulars which is in substance as follows: G. R. Hughs Dr. to B. F Kuhn for work labor, beginning May 8th 1900 and ending October 23rd 1900 in all 5 months & 12 days at the rate of $15.00 per month amounting to $81.90 Received $32.09 leaving the balance of $49.81

(Signed) B. F. Kuhn

Issued Summons for defendant on the same day returnable Mar. 11th 1901 at 1 oclock P. M.

Return of Summons

Received this writ March 4th 1901 and Mar. 7th 1901 Served the Same on defendant by leaving certified copy thereof at his house

constable's fees on this writ

Service and 25¢ copy 25 mileage $1.05 total $1.55

(Signed) Delmore Snodgrass Constable

Case dismissed by plaintiff and costs paid on Settlement J. P. McDowell J.P.

JUSTICE'S FEES.	Pl'ff's Cost. Dols.	Pl'ff's Cost. Cts.	Def'ts Cost. Dols.	Def'ts Cost. Cts.
Summons		25		
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing 2 Papers		10		
Record 100 Words		15		
Judgment				
Satisfaction		15		
Bail for Stay				
Execution and Filing				
Trans. and Certificate				

CONSTABLE'S FEES.				
Sum., Serv., and Mileage		1. 55		
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
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Ex. and Per Cent.				

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Execution returned and endorsed as follows:

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Whereas, on the day of A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P.

for Dollars and

cents, and costs taxed

and the said

intends to appeal

therefrom to the Court of Common Pleas of

County. Now, therefore, I,

of do hereby

promise and undertake to the said

in the sum of

Dollars,

that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Barto & Keiser

Pl'ffs.

vs.

Frank Channel
and
Barbara Channel

Def'ts.

Judgment, $13.65

Before J.P. McDowell Justice of the Peace.

No. 153 Amount Claimed, $13.65

June 10th 1901 18

The Plaintiff filed their bill of particulars which is in substance as follows: Being a Promissory note Copy of note

$13.00/100 Plain City Ohio Dec. 6th 1894

Feb. 1 after date, for value received, we, jointly and severally, promise to pay to the order of Barto & Keiser at the Farmer's bank in Plain City Ohio, thirteen dollars with interest at eight Percent after maturity. ——

with the usual form of a judgment note following —

Signed { Frank Channel / Barbara Channel

Endorsement Dec. 22nd 1900 $6.00

Issued summons for defendants returnable June 15th 1901 at 1 oclock P.M.

Return of Summons

Received this writ June 10th 1901 and June 10th 1901 served the same on defendants by leaving certified copy thereof at their residence.

Constable's fees on this writ

Service and return 50, Copies 2 60 mileage 6 miles .55 Total $1.55 Signed Delmore Snodgrass constable

June 15th 1901 time for trial Promissory note

Plaintiffs having filed their against defendants as their evidence in this action, Defendants failed to appear and after waiting one hour thereafter.

I find from said evidence that there is a balance due on said note the sum of thirteen and 65/100 dollars

It is therefore ordered by me that the Plaintiffs herein recover of the defendants herein the sum of thirteen and 65/100 dollars ~~$13.65~~ and their costs herein taxed at $2.85 and interest at eight percent and costs that accrue

J.P. McDowell J.P.

this June 15th 1901

Received from Frank Channel ten dollars June 15th 1901

July 4th 1901 issued Execution

JUSTICE'S FEES.	Pl'ff's Cost. Dols.	Pl'ff's Cost. Cts.	Def'ts Cost. Dols.	Def'ts Cost. Cts.
Summons		50		
Affidavit				
Order of Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing 2 Papers		10		
Record 200 Words		30		
Judgment		90 Paid		
Satisfaction				
Bail for Stay				
Execution and Filing		45		
Trans. and Certificate				

CONSTABLE'S FEES.		
Sum., Serv., and Mileage	Receipted	1.55
Sub., Serv., and Mileage		Paid
Sum. Appraisers		
Schedule and Bond		
Serv. Garnishee		
Att. Trial		
Sum., Jury and Mileage		
Copies		
Ex. and Per Cent.		

WITNESSES.

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June 15th 1901

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STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires
J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

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delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P.
for Dollars and
cents, and costs taxed
and the said
intends to appeal
therefrom to the Court of Common Pleas of
County. Now, therefore, I,
of do hereby
promise and undertake to the said
in the sum of
Dollars,
that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO,) IN JUSTICE'S COURT,
Union COUNTY, SS.)

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

William Kent Pl'ffs.

vs.

John Herriott, Andrew Gill & John Irwin under the firm name of Herriott, Gill & Co. Def'ts.

Judgment, $ 92.57

Before J. P. McDowell Justice of the Peace.

No. 154 Amount Claimed, $ 44.17

July 23" 1901

The Plaintiff filed his bill of particulars which is in substance as follows:

The Plaintiff says that the defendants John Herriott, Andrew Gill and John Irwin partners in business under the firm name of Herriott, Gill & Company are indebted to him on account for work and labor performed in the month of December 1900 and the months of January and February 1901, for said defendants at their request. an itemized account of said work and labor performed by Plaintiff for defendants as aforesaid is hereto attached marked Exhibit "A" and made a part of this bill of particulars

Plaintiff says that there is due and unpaid to him from the defendants on said account the sum of one hundred and forty and 40/100 dollars ($140.40) and that said work and labor is reasonably worth said sum.

Plaintiff claims and prays judgment against the defendants for said sum of one hundred and forty and 40/100 ($140.40) dollars with interest at 6% per annum from the 21st day of February A.D. 1901

(Signed) Crum Raymond & Hedges
Attorneys for Plaintiff

Account marked Exhibit "A" attached

Issued summons for defendants returnable July 30th 1901 at 10 o'clock A.M.

Return of summons

Received this writ July 23" 1901 and July 26" 1901 served on defendants John Herriott by leaving a copy at his residence and Andrew Gill at his residence. John Irwin not found in my county, constables fees on this writ, service and return 50 2 copies 60 - mileage 5 miles 40

(Signed) Delmore Snodgrass
Constable

At the time set for trial I received a telephone message from the Plaintiffs atty saying the train was 2½ hours late and asking that case be continued to P.M. case continued

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons	.75			
Affidavit				
Order of				
Undertaking				
Subpœna 1 Names	.25		.40	
Swearing 9 Witnesses	.10		.35	
continuances	.20		.20	
Adjournment			.95	
Filing Papers	.10			
Record 500 Words	.75			
Judgment	.40			
Satisfaction	.20			
Bail for Stay				
Execution and Filing				
Sitting Trans. and Certificate	1.00			
copy of answer	.60		.60	
Collecting	2.00		1.35	
	$4.35		.95	

CONSTABLE'S FEES.		
Sum., Serv., and Mileage 4 copies	1.40	
Sub., Serv., and Mileage		
Sum. Appraisers		
Schedule and Bond		
Serv. Garnishee		
Att. Trial	1.00	
Sum., Jury and Mileage		
Copies		
Ex. and Per Cent.		

WITNESSES.		
S. E. Lingrell		4.50
John Lingrell		4.50
James Tillman		2.50
Jesse Gill		.25
Mat. Haley	7.50	
		11.75

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T, FOR Jerome TOWNSHIP.

July 30th 1901 at the time set for continuance Parties met present Plaintiff & Hist Atty Hedges. Defendant present Herriott. Herriott asked for a continuance until August 16th 1901 at 10 A.M. Standard time which was granted by consent. I required the plaintiff to deposit ten dollars as security for costs which he agreed to do

Augt 16th 1901 Time arrived and parties both present Plaintiff deposedited $20. as security for costs

case was called Witnesses for Plaintiff, were Plaintiff and Mat. Haley For Defense were John Herriott, Andrew Gill, John Irwin, James Tillman, S. C. Lingrell, John Lingrell and Jesse Gill.

Case continued to Aug 28th 1901 for attorneys to submit their briefs

Aug. 29th Briefs received I reserved my decision until Aug 31

Aug. 31st 1901 after considering the testimony and the briefs of the attorneys I find that there is due the Plaintiff in wages $106.97 and that the claim of Plaintiff for the Trip to Pataskala is disallowed and that there is due ~~from defendant from~~ Plaintiff $14.40 damages

It is thereupon said day considered by me that the said William Kent recover of Herriott, Gill & Co. ninety two and 57/100 dollars debt and his costs herein taxed at $6.65 as per items in margin of this case Plaintiff to pay costs of copy & answer 60¢

J. P. McDowell J.P.

Defendant to costs $12.70

Sept 17th Rec'd from Herriott Gill & Co. $101.82 on above judgment and costs.

J. P. McDowell J.P.

_____, 18____. the Defendant in the above case came and by

his surety, resident of the County, approved by me as

good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

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against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires

J. P. } 18. Am't then due $

, 18. Issued an Execution for

returnable , 18, and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of

A. D. 18, the said

obtained a judgment against the said

on the docket of J. P.

for Dollars and

cents, and costs taxed

and the said

intends to appeal

therefrom to the Court of Common Pleas of

County. Now, therefore, I,

of do hereby

promise and undertake to the said

in the sum of

Dollars,

that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO,
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-12 E. L. Barrett & Son, Publishers, Springfield, Ohio.

W. H. Pence

Pl'ffs.

vs.

Walter Byerly

Def'ts.

Judgment, $

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		15		
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				20
Filing 1 Papers		10		10
Record 300 Words		45		
Judgment		40		
Satisfaction		25		
Bail for Stay				
Execution and Filing				
Trans. and Certificate				

CONSTABLE'S FEES.		
Sum., Serv., and Mileage + Copy		70
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Serv. Garnishee		
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Sum., Jury and Mileage		
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Ex. and Per Cent.		

WITNESSES.

Paid

Paid

Before J. P. McDowell Justice of the Peace.

No. 155 Amount Claimed, $18.55

August 7th 1901 18

The Plaintiff filed his bill of particulars which is in substance as follows: Being a promissory note of which the following is a copy.

West Jefferson Ohio 9/14 1896

One day after date I promise to pay W. H Pence or bearer Thirteen 40/100 dollars, Value received, with eight per cent interest. (Signed) Walter Byerly

Issued Summons returnable Aug. 12" 1901 at 1 P.M.

Return of Summons

Received this writ Aug. 7th 1901 and Aug 7th 1901 Served the same on the defendant by leaving certified copy thereof personally

Service and return 25, copy, 20 mileage 1 mile 20 total 70 cts

(Signed) Delmore Snodgrass Constable

August 12th 1901 at the time set for trial The plaintiff having his note as above described as his evidence the defendant came and filed a tender of a judgment of ten dollars. as follows:—

The defendant hereby tenders to the plaintiff a judgment against said defendant of Ten ($10) Dollars with costs that have accrued up to this time or date Aug. 12th 1901

(Signed) Walter Byerly

by D. E. Thornton his Attorney

at the same time he filed an answer which is in substance as follows:

That the was brought upon a promissory note given in payment for a bedroom suit which was guaranteed to be first class in every particular, workmanship & material and claimed that said suit has wholly to be up to what it was guaranteed to be and claims as damage eights and 55/100 dollars as set off.

Case adjourned to August 19th 1901 at 1 o'clock P.M.

T, FOR Jerome TOWNSHIP.

August 17th 1901 The Plaintiff sent the following receipt with the usual heading.
Plain City, Ohio August 17th 1901
Received of Walter Byerly ten dollars The above entitled judgment in full (Signed) W. H. Pence. per Calvin Liggett
Costs Paid by defendant

of the Peace.

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....., 18....., the Defendant in the above case came and by

..... his surety, resident of the County, approved by me as

good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, ...

as surety for the above Stay of Execution on the above Judgment of .....

against ..... do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

....., Surety.

Taken by and signed and acknowledged before me, and surety approved, this .....

day of ..... A. D. 18..... } Stay of Execution expires

J. P. } 18..... Am't then due $.....

....., 18..... Issued an Execution for .....

returnable ....., 18....., and

delivered the same to ....., Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the ..... day of .....

A. D. 18....., the said .....

obtained a judgment against the said .....

on the docket of ..... J. P.

for ..... Dollars and .....

cents, and costs taxed .....

and the said .....

intends to appeal .....

therefrom to the Court of Common Pleas of .....

County. Now, therefore, I, ...

of ..... do hereby

promise and undertake to the said .....

in the sum of .....

Dollars,

that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this ..... day of ..... A. D. 18.....

J. P.

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

The E. L. Barrett & Son, Publishers, Springfield, Ohio.

Chris Kauffman Pl'ff's.

vs.

Walter Byerly

Def'ts.

Judgment, $11.45

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit				
Order of				
Undertaking				
Subpæna Names				
Swearing / Witnesses		5		
Adjournment				
Filing 2 Papers		10		
Record 100 Words		30		
Judgment		40		
Satisfaction		20		
Bail for Stay				
Execution and Filing				
Trans. and Certificate				
		paid		
		1.30		

CONSTABLE'S FEES.				
Sum., Serv., and Mileage 1 Copy		70		
Sub., Serv., and Mileage				
Sum. Appraisers		Paid		
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				

WITNESSES.

Before J. R. McDowell Justice of the Peace.

No. 156 Amount Claimed, $12.20

Nov. 1st 1901 18

The Plaintiff filed his bill of particulars which is in substance as follows: The Plaintiff says there due him for balance on account with defendant the sum of Twelve and 20/100 dollars, and Plaintiff asks judgment for $12.20 and int. at 6% from date of judgment and interests and costs which may accrue

(Signed) D. E. Thornton
Atty. for Plaintiff

Itemized account hereunto attached marked Exhibit A.

Nov. 20" 1901 issued Summons returnable Nov. 27" at 1 o'clock P.M.

Summons returned Nov. 27" 1901 Received this writ Nov. 20" 1901 and Nov. 20" 1901 served the same on defendant by leaving certified thereof with ~~with~~ defendant. constable's fees on this writ Service and return 25¢ copy 25¢ mileage 1 mile 20¢ total 70 cts

(Signed) Delmore Snodgrass
Constable

On the day set for trial after waiting one hour thereafter defendant failed to appear Plaintiff appeared by his attorney D. E. Thornton who was sworn and testified as to admissions of defendant Therefore it is considered by me that the Plaintiff recover from the defendant the sum of eleven and 45/100 dollars debt and his costs as taxed in the margin of this case

This 27" day of Nov. 1901 J. R. McDowell J.P.

Dec. 9" 1901 Defendant paid above judgment & costs

J. R. McDowell
J.P.

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Receipt for judgment

Received from J. P. McDowell J.P. the above entitled judgment in full

(Signed) D. E. Thornton

Atty for Chris Kaughman

_____, 18____, the Defendant in the above case came and by

_____ his surety, resident of the County, approved by me as

good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, _____

as surety for the above Stay of Execution on the above Judgment of _____

against _____ do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

_____, Surety.

Taken by and signed and acknowledged before me, and surety approved, this _____ day of _____ A. D. 18____

_____ J. P.

Stay of Execution expires _____ 18____. Am't then due $ _____

_____, 18____. Issued an Execution for _____

returnable _____, 18____, and delivered the same to _____, Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the _____ day of _____ A. D. 18____, the said _____ obtained a judgment against the said _____ on the docket of _____ J. P. for _____ Dollars and _____ cents, and costs taxed and the said _____ intends to appeal therefrom to the Court of Common Pleas of _____ County. Now, therefore, I, _____ of _____ do hereby promise and undertake to the said _____ in the sum of _____ Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this _____ day of _____ A. D. 18____

J. P.

Oct 18th 1902

Received from J. P. McDaniel JP

Seventy Six 75/100 Dollars.

To apply on Collection from Hutchinson

on Bond of Carlin Complaint

$76.75

J. P. Carlin

THE STATE OF OHIO,
Union COUNTY, SS.

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

W. H. Carter Assignee of the J. F. Seiberling Company a corporation of Akron Ohio
Pl'ffs.

vs.

L. W. Hutchisson

Def'ts.

Judgment, $76.30

Before J. P. McDowell Justice of the Peace.

No. 1587 Amount Claimed, $77.30

Nov. 25" 1901 ~~18~~

The Plaintiff filed his bill of particulars which is in substance as follows: in two Promissory notes dated at Arnold Ohio October 1st 1898
The first note as follows
On or before the first day of Nov. 1900 I the subscriber of Arnold P. O. County of Union State of Ohio promise to pay to the order of The J. F. Seiberling & Co, organized under the laws of the State of Ohio of Akron Ohio, Thirty three dollars, for value received Payable at Farmers Bank in Plain City O. with interest at 6% from Sept. 1st 1899.
The express condition of the delivery of the machine for which this note is given is such that the title ownership or possession does not pass from The J. F. Seiberling & Company, until this note and interest is paid in full; the J. F. Seiberling & Co. has full power to declare the note due at any time they deem themselves insecure, and may before maturity of this note, take possession of the machine and sell it public or private sale without notice, on such terms as they think advisable and if the proceeds of the sale of the machine after paying costs and expenses are not sufficient to pay my indebtedness to The J. F. Seiberling & Co. in consideration of what use I may have had of the machine I agree to pay the deficiency.
(Signed) L. W. Hutchisson
The other drawn for $34. is otherwise identical to the above but matures on or before Nov. 1st 1901

Dec. 10th 1901 The defendant L. W. Hutchisson came and confessed that he is indebted to the plaintiff the amount of the above described notes
Therefore it is considered by me that the plaintiff recover of the defendant herein upon confession the sum of seventy seven and 30/100 Dollars debt and his costs as shown in the margin

JUSTICE'S FEES.	Pl'ff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing 2 Papers		10		
Record 300 Words		45		
Judgment		40		
Satisfaction		20		
Bail for Stay		40		
Execution and Filing		45		
Trans. and Certificate				
4% for collecting		3.20		
		1.80		

CONSTABLE'S FEES.

Sum., Serv., and Mileage
Sub., Serv., and Mileage
Sum. Appraisers
Schedule and Bond
Serv. Garnishee
Att. Trial
Sum., Jury and Mileage
Copies
Ex. and Per Cent.

WITNESSES.

FOR Jerome TOWNSHIP.

and interest at 6% and costs that accrue
This 10th day of December A.D. 1901
J.P. McDowell J.P.

Plaintiff Left $4.50 as security for costs

Dec. 20th 1901 Defendant left an authority to sign names as surety for stay of which the following is a copy

Mr. J.P. McDowell, Dear sir We authorize you to sign our name on docket for L.W. Hutchisson (signed) H.O. Hutchisson
Henry Porchet

Sept. 16th 1902 Received from L.W. Hutchisson on above judgment $6.75
Oct. 18th Paid J.S. Cameron, Atty, for plaintiff, above amount
October 20th Issued execution for the balance $2.00
October 23rd 1902 Execution returned amt collected in full

Dec. 20th 1901, the Defendant in the above case came and by H.O. Hutchisson & Henry Porchet his sureties resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, as surety for the above Stay of Execution on the above Judgment of H.H. Carter Assignee against L.W. Hutchisson do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue. H.O. Hutchisson
Henry Porchet, Sureties

Taken by and signed and acknowledged before me, and surety approved, this 20th day of December A.D. 1901. Stay of Execution expires Aug. 10 1902
J.P. McDowell J.P. 1902. Am't then due $8.45 costs $1.80

August 10th 1902. Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A.D. 18 , the said

obtained a judgment against the said

on the docket of J.P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A.D. 18

J.P.

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

A. J. Tillinan

Pl'ffs.

vs.

Isaac Norris and Harry Norris partners under firm name of Isaac Norris & Son Def'ts.

Judgment, $

Before J. P. McDowell Justice of the Peace.

No. 158 Amount Claimed, $3.77

December 24th 1901 18

The Plaintiff filed his bill of particulars which is in substance as follows: The said Plaintiff says there is due him from said defendants the sum of ($3.77) three dollars and seventy cents balance due him for work and labor performed for defendants at their request. Issue summons, returnable December 30th 1901 at 1 o'clock P. M.

(Signed) A. J. Tillinan plaintiff

Issued summons as above requested and gave the same to Delmore Snodgrass Constable

Return

Received this writ Dec. 24th 1901 and Dec. 26th 1901 Served the same on defendants by leaving certified copy thereof Personally Service and return 50¢ Copies 2 50¢ Mileage 45¢ Total $1.45

Signed Delmore Snodgrass Constable

Dec. 30th 1901 Parties met and settled the above claim and paid the costs

JUSTICE'S FEES.	Plff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		50		
Affidavit				
Order of Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing Papers				
Record Words				
Judgment				
Satisfaction				
Bail for Stay				
Execution and Filing				
Trans. and Certificate				

CONSTABLE'S FEES.				
Sum., Serv., and Mileage 2 copies		145		
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
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WITNESSES.

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STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires

J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

2-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

H. C. Tipton

Pl'ffs.

vs.

R. W. Purdum
and W. N. Kile

Def'ts.

Judgment, $

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons	50			
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing 2 Papers	10			
Record 300 Words	45			
Judgment	40			
Satisfaction				
Bail for Stay				
Execution and Filing				
Trans. and Certificate				

CONSTABLE'S FEES.				
Sum., Serv., and Mileage 4 copies	1	20		
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Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				

WITNESSES.

Before J. P. McDowell Justice of the Peace.

No. 159 Amount Claimed, $7.20

March 13" 1902 18

The Plaintiff filed his bill of particulars which is in substance as follows: $5.40 Plain City Ohio 15" 1898

Nine months after date, for value received, we, jointly and severally promise to pay to the order of B. W. Evans at the Farmer's Bank of Plain City, Ohio, Five and 40/100 dollars at eight after maturity.
and filled in with the usual bank note agreements etc. Endorsed to H. C. Tipton by B. W. Evans

(Signed) by R. W. Purdum
W. N. Kile

Mar. 13" 1902 issued summons for defendants returnable Mar. 20" 1902 at 1 oclock P. M.

On account of sickness in the family of my son in law, I sent notices to both defendants that the return day would be put off until March 24th 1902 at 1 P. M. as I would be away from home till that time.

Return of Summons

Received this writ Mar. 13" 1902 and Mar. 13" 1902 Served the same on defendant by leaving certified copy thereof with W. N. Kile personally and on R. W. Purdum by sending a copy of this writ by mail to him to Marysville Ohio Mar. 13 1902, (Signed) Delmore Snodgrass service 50. two copies 50, mileage 20 Constable

March 24th 1902

At the time for trial, The Plaintiff having filed the above described note as his evidence and after waiting one hour thereafter defendants failed to appear I find that defendants are indebted to the plaintiff the amount of the above described note R. W. Purdum as principal and W. N. Kile as surety, he having stated to me that he signed said note as surety only

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FOR Jerome TOWNSHIP.

Therefore it is considered by me that the plaintiff recover from, R. H. Purdum as principal debtor and H. K. Kile as surety, the sum of seven and 20/100 dollars debt and two and 65/100 dollars costs and interest and at eight per cent and costs that accrue

J. P. McDowell J.P.

, 18 . the Defendant in the above case came and by

his surety, resident of the County, approved by me as

good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires

J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of

A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P.

for Dollars and

cents, and costs taxed

and the said

intends to appeal

therefrom to the Court of Common Pleas of

County. Now, therefore, I,

of do hereby

promise and undertake to the said

in the sum of

Dollars,

that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO,
Union COUNTY, SS.)

IN JUSTICE'S COURT,

E. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Calvin Trobridge

Pl'ffs.

vs.

Carey Axline

Def'ts.

Judgment, $3.57

Before J.P. McDonell Justice of the Peace.

No. 160 Amount Claimed, $3.57

March 15th 1902 18

The Plaintiff filed his bill of particulars which is in substance as follows: The Plaintiff says there is due plaintiff from said defendant, ~~for board and lodging~~ ($3.57) three and 57/100 dollars for board and lodging furnished said defendant at his request during the months of January and February 1902

Issue Summons returnabl March 24th at 2 oclock P.M.

For which amount plaintiff asks judgment. (Signed) Calvin Trobridge

Also his Affidavit for Attachment setting forth the above indebtedness and and that defendant is not the head or suppor of a family and that he is a nonresident of Union County Ohio.

and that C.C. Smith and Ed Dailey are indebted to ~~Plaintiff~~ defendant for wages due him

I issued summons and order of Attachment and gave them to Delmore Snodgrass Constable returnable Mar. 24th at 2 oclock

Return of writ

Received this writ Mar. 15th 1902 and by virtue of its order I served C.C. Smith Personally Ed Dailey withdrawn by plaintiff, Served Carey Axline personally. Service 40 Mileage 45, 2 Copies 50 total $1.60

Signed Delmore Snodgrass Constable

Mar. 24th 1902 Plaintiff appeared and after waiting one hour after time set Defendant failed to appear.

Garnishee C.C. Smith appeared and was examined by under oath, which showed that he was indebted to defendant the sum of $3.63 which paid into my hands

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit		40		
Order of		40		
Undertaking				
Subpœna Names				
Swearing / Witnesses		5		
Adjournment				
Filing 2 Papers		10		
Record 200 Words		30		
Judgment		40		
Satisfaction				
Bail for Stay				
Execution and Filing				
Trans. and Certificate				
		1.90		
CONSTABLE'S FEES.				
Sum., Serv., and Mileage 4 Copies		60		
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				
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FOR Jerome TOWNSHIP.

Plaintiff was sworn and testified,
from said testimony I find defendant is indebted to
Plaintiff the sum claimed.
Therefore it is considered by me that the Plaintiff recov
from the defendant herein the sum of three and 57/100 dollars
debt and his costs herein taxed at $ at $4.25 and costs
that accrue

J. P. McDowell J. P.

Paid Garnishee 75¢ Constable 1.25. Plaintiff "* 50*

....., 18....., the Defendant in the above case came and by
.....his surety, resident of the County, approved by me as
good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,.....
as surety for the above Stay of Execution on the above Judgment of.....
against..... do hereby promise and undertake to pay the amount
of said Judgment, interest and costs, and the costs that may accrue.

....., Surety.

Taken by and signed and acknowledged before me, and surety approved, this.....
day of..... A. D. 18..... } Stay of Execution expires
J. P. } 18..... Am't then due $.....
....., 18..... Issued an Execution for.....
returnable....., 18....., and
delivered the same to....., Constable.

Execution returned and endorsed as follows:

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Appeal Undertaking.

Whereas, on the.....day of
.....A. D. 18....., the said
.....
obtained a judgment against the said.....
.....
on the docket of..... J. P.
for..... Dollars and
.....cents, and costs taxed
..... and the said
.....intends to appeal
therefrom to the Court of Common Pleas of.....
County. Now, therefore, I,.....
of..... do hereby
promise and undertake to the said.....
in the sum of.....
..... Dollars,
that the said appellant, if judgment be adjudged against him
on the appeal, will satisfy such judgment, with interest and
costs and costs that may accrue; and also that the said appel-
lant will prosecute his appeal to effect and without unneces-
sary delay.

.....
Executed and acknowledged before me, and surety approv-
ed this.....day of.....A. D. 18.....
.....J. P.

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THE STATE OF OHIO,
Union COUNTY, SS.)

In Bastardy

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Before J. P. McDowell Justice of the Peace.

No. 161 Amount Claimed, $

October 16th 1902 18

Lillie May Traftzer Pl'ffs.

vs.

Clinton Armentrout Def'ts.

Judgment, $

The Plaintiff filed her Affidavit bill of particulars which is in substance as follows: Personally appeared before me J. P. McDowell, a justice of the Peace in and for said township and county, Lillie May Traftzer, who made complaint under oath that she is an unmarried woman, resident of Jerome township in the above named county and that she is now pregnant with a bastard child, and that Clinton Armentrout is the father of said child.

(Signed) Lillie May Traftzer

On the same day I issued a warrant for said Clinton Armentrout and gave it to Delmore Snodgrass constable.

October 17th 1902 Return of Constable I have the body of the within named Clinton Armentrout now in Court

Fees service and return .40 mileage 15 miles .90 Conveyance 1.00 total $2.30

Signed Delmore Snodgrass Constable

Parties both being present accused asks for Continuance, continuance granted Accused signed a recognizance with Durell Young as Surety to the amount of three hundred dollars.

I considered the surety good and sufficient

October 25th 1902. Dismissal

Now Comes the Plaintiff and withdraws the above entitled action for the consideration sum of costs made in said action and by defendant paying costs in said action and refuses to prosecute this action further. (Signed) Lillie May Traftzer

Case dismissed by defendant paying costs

JUSTICE'S FEES.	Pl'ff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Warrant		40		
Summons				
Affidavit		40		
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment		20		
Filing 3 Papers		15		
Record 200 Words		30		
Judgment				
Satisfaction				
Bail for Stay				
Execution and Filing				
Dismissal		20		
Trans. and Certificate				
		1.65	Paid	

CONSTABLE'S FEES.		
warrant Sum., Serv., and Mileage	1	30
Sub., Serv., and Mileage		
Sum. Appraisers		
Schedule and Bond		
Serv. Garnishee		
Att. Trial		
Sum., Jury and Mileage		
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Ex. and Per Cent.		
conveyance	1	00

Paid

WITNESSES.

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FOR Jerome TOWNSHIP.

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good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 . } Stay of Execution expires

J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of

A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P.

for Dollars and

cents, and costs taxed

and the said

intends to appeal

therefrom to the Court of Common Pleas of

County. Now, therefore, I,

of do hereby

promise and undertake to the said

in the sum of

Dollars,

that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO,
Union COUNTY, SS.

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Ransom ~~Hadden~~ Golden Pl'ffs.

vs.

Walter Byerly Def'ts.

Judgment, $34.75

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons	25			
Affidavit				
Order of				
Undertaking				
Subpœna ... Names				
Swearing ... Witnesses				
Adjournment				
Filing 1 Papers	10			
Record 200 Words	30			
Judgment	40			
Satisfaction	20			
Bail for Stay				
Execution and Filing				
Trans. and Certificate				

CONSTABLE'S FEES.				
Sum., Serv., and Mileage 1 Cop	70			
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				

WITNESSES.

Before J. P. McDowell Justice of the Peace.

No. 162 Amount Claimed, $34.75

October 20th 1902 18

The Plaintiff filed his bill of particulars which is in substance as follows: $30.00/100 Plain City O. Nov. 7th 1896
Six Months after date I Promise to pay to the order of A. J. Dodge Thirty dollars at six per cent from date.
Value received. (Signed) Walter Byerly
Indorsements A. J. Dodge
April 20th 1900 Received on the within note $5.00

Issued summons same day returnable returnable Oct. 25th 1902 at 1 o'clock P. M.

Return of Summons
Received this writ Oct. 20th 1902 and October 29th 1902 served the same on defendant by leaving certified copy thereof personally.
Service and return 25 copy 25 Mileage 1 mile 20 Total .70
Signed Delmore Snodgrass
Constable

October 25th 1902
Time for trial and after waiting one hour parties failed to appear but plaintiff having filed his note showing indebtedness of defendant as his evidence in the case I find from said evidence that there is an indebtedness of thirty four and 75/100 dollars.

Therefore it is Considered by me that the Plaintiff herein recover from the Defendant herein the sum of thirty five and 75/100 dollars debt and one one hundred 96/100 dollars costs and interest at 6% and costs that accrue.
J. P. McDowell J. P.

Execution issued Feb. 12th 1903

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....., 18....., the Defendant in the above case came and by

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STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,.....

as surety for the above Stay of Execution on the above Judgment of.....

against.....do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

....., Surety.

Taken by and signed and acknowledged before me, and surety approved, this.....

day of..... A. D. 18..... } Stay of Execution expires

J. P. } 18..... Jm't then due $.....

....., 18..... Issued an Execution for.....

.....returnable....., 18..... and

delivered the same to....., Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the.....day of

..... A. D. 18....., the said

.....obtained a judgment against the said.....

.....on the docket of..... J. P.

for.....Dollars and

.....cents, and costs taxed

.....and the said

.....intends to appeal

therefrom to the Court of Common Pleas of.....

County. Now, therefore, I,.....

of.....do hereby

promise and undertake to the said.....

in the sum of.....

.....Dollars,

that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this.....day of..... A. D. 18.....

..... J. P.

THE STATE OF OHIO,
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-12. B. L. Barrett & Son, Publishers, Springfield, Ohio.

John Robinson
Pl'ffs.
vs.
John Rickard
Def'ts.

Judgment, $43.70

Before J. W. McDowell Justice of the Peace.
No. 163 Amount Claimed, $43.70
Nov. 7th 1902 18

The Plaintiff filed his bill of particulars which is in substance as follows: $32.00 Plain City Jan. the 29 1898
Six months after date I Promise to pay to the order of John Robinson Thirty two dollars Value received at Eight per ct. interest
(Signed) John Rickard
Indorsed October 26th 1901
Paid on the within note 50 cts

Return
Issued summons returnable Nov. 11th 1902 at 1 o'clock P.M.

Return
Received this writ Nov. 7th 1902, and Nov. 8th 1902 served the same on defendant by leaving certified copy thereof at his usual place of residence, service and return 25 copy 25 Mileage 1 mile 20 cts total 70 cts
(Signed) Delmore Snodgrass
Constable

Nov. 11th 1902 Attorneys for Parties
D. E. Thornton for Plaintiff and H C Black for Defendant agreed to have this case adjourned to December 1st 1902 at 1 P.M. to which time this case stands adourned
Dec 1st 1902 By agreement of Parties case adjourned to Dec 1. 1902 at 2 P.M.
case adjourned by agreement till Dec. 22nd 1902 at 1st P.M. 3rd adjournment till Jan. 2nd at 9 A.M. 1903
Jan. 2nd 1903 at the time set for trial both parties present, Atty for Plaintiff D. E. Thornton, for defendant H.C. Black
Attorney for defendant filed the following motion. Now comes defendant for the purpose of this motion and this motion only and asks that the action now pending against him in this court be dismissed for the reason that the alleged debt whereon this action predicates to rest is one of the debts that was discharged

JUSTICE'S FEES.	Pl'ff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons	25			
Affidavit				
Order of				
Undertaking				
Subpœna 4 Names	40		25	
Swearing 6 Witnesses	20		10	
3 Adjournment 2	60			
Filing 4 Papers	10		10	
Record 100 Words	60			
Judgment	40			
Satisfaction				
Bail for Stay				
Execution and Filing				
Sitting	100			
3 Trans. and Certificate	55		100	

CONSTABLE'S FEES.		
Sum., Serv., and Mileage 1 Copy	70	
Sub., Serv., and Mileage 1	65	
Sum. Appraisers		
Schedule and Bond		
Serv. Garnishee		
Att. Trial	100	
Sum., Jury and Mileage		
Copies		
Ex. and Per Cent.		
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WITNESSES.		
Chas Ackley	50	
Cephas Atkinson	50	
Georgia Robinson	25	
Paul Stephens		90

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FOR Jerome TOWNSHIP.

by the United States court when this defendant received his discharge in bankruptcy. (Signd) Howard C. Black
Attorney for defendant

I overruled above motion and exception taken by defendant.
Case was called
The following witnesses who had been subpoenaed were examined
John Robinson, Georgia Robinson, Charles Ackley and Cephas Atkinson for plaintiff for defense John Ricard and Paul Stephens
After considering the evidence and studying the law on the question I find from the 20th O.S. Page 333 Turner V. Chrisman, that a verbal promise to pay after discharge is a sufficient renewal of debt.
and from the evidence I find the defendant indebted to plaintiff in the amount claimed.
Therefore it is considered by me that the plaintiff recover from the defendant the sum of forty three and 75/100 dollars debt and his costs Taxed at $7.75 as per items in the margin of this case and interest at 8 per and costs that accrue. J.P. McDowell J.P.
This 2th day of Jan. A.D. 1903
Notice of appeal given by defendant
Jan 17th 1903 Transcript sent to clerk of court.
On the same day defendant came and Paid the judgment and costs that had been made here and asked me to recall the papers in the case
Rec'd Payment in full for above judgment

, 18 . the Defendant in the above case came and by

his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires
J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the 2nd day of January A.D. 1903 the said John Robinson obtained a judgment against the said John Rickard on the docket of J.P. McDowell J.P. for forty three 75/100 Dollars and cents, and costs taxed at $7.75 and the said John Rickard intends to appeal therefrom to the Court of Common Pleas of Union County. Now, therefore, I, George Grewell of Plain City O do hereby promise and undertake to the said John Robinson in the sum of one hundred Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

George Grewell

Executed and acknowledged before me, and surety approved this 17th day of January A.D. 1903
J.P. McDowell J.P.

No ..... Doc. ..... Page .....

SUMMONS.

George Houser
Plaintiff,

against

C. Jones & J. T. Clevenger
Defendant.

RETURNABLE

Jan. 23rd 1892, at 1 P. M.

Amount Claimed, - $54.58

Justice's Fee, - $ 5.55

Constable's Fee, - - $ 1.55

$ .....

A TRUE COPY. **Attest:**

John Riley *Constable.*

RETURNED AND FILED

..... 189.....

Published by SIEBERT & LILLEY, Blank Book Manufacturers and Legal Blank Publishers, Opera House, Columbus, Ohio

Received this Writ ..... 189.., *and served the same on the*

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CONSTABLE'S FEES.

Service..... $.....
Mileage.....
Copy.....
Total.....

Constable.

Published by SIEBERT & LILLEY, Blank Book Manufacturers and Legal Blank Publishers, Opera House Building, Columbus, Ohio.

SUMMONS.

Revised Statutes, Secs. 6475-6.

The State of Ohio, Union County, ss.

To any Constable of Jerome Township, in said County, GREETING:

YOU ARE HEREBY COMMANDED to summon C K Jones and J. F. Clevenger

to appear before me, J P McDowell, a Justice of the Peace of said Township, at my office therein, on the 25 day of January, A. D. 1892 at 1 o'clock P M., to answer unto George Houser

in a Civil Action for amount due on a promissory note given July 27th 1889

Amount claimed, $50.00 with interest July 27th 1890

You will make due return of this writ on or before the 28th day of January A. D. 1892, at 1 o'clock P M.

WITNESS my hand this 18th day of January, A D. 1892

J P McDowell

Justice of the Peace.

THE STATE OF OHIO,
Union COUNTY, SS.)

IN JUSTICE'S COURT,

L.P. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Carrie Fleck

Pl'ffs.

vs.

Ed. Perry

Def'ts.

Judgment, $20.00

JUSTICE'S FEES.	Pl'ff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit		40		
Order of att.		40		
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment		20		
Filing 3 Papers		15		
Record 500 Words		75		
Judgment		40		
Satisfaction				
Bail for Stay				
Execution and Filing				
order on garnishee		40		
Trans. and Certificate				
& garnishees fee		50	paid	
CONSTABLE'S FEES.		3 45		
Sum., Serv., and Mileage				
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee		40		
Att. Trial				
Sum., Jury and Mileage				
1 Copies		25		
Ex. and Per Cent.				
Mileage		45		
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WITNESSES.				
		4 55		
Publication		2 55		

Before J. P. McDowell Justice of the Peace.

No. 164 Amount Claimed, $20.

November 28th 1902

The Plaintiff filed her Affidavit for attachment bill of particulars which is in substance as follows: The said Plaintiff Carrie Fleck being duly sworn says that Ed. Perry said defendant is justly indebted to said Plaintiff for boarding and lodging furnished said defendant by Plaintiff that said Claim is just; that she believes said Plaintiff ought to recover thereon the amount of twenty dollars; that the property sought to be attached is not exempt from execution; that said property is the personal earnings of said defendant for services rendered within three months prior to the commencement of this action; that said defendant is not the head and support of a family, and has has not in good faith the maintenance and support of a widowed mother wholly dependant on him for support; and that said debt was contracted for necessaries of life, and that said defendant has left this county for the purpose of defrauding his creditors.

Said affiant further makes oath and says that she has good reason to believe and does believe that the T. & O. C. R. R. Company has in its possession property of said defendant liable to be attached in this action, to-wit: wages of said defendant for work performed during the month of November 1902 and said Carrie Fleck has in her possession clothing of said defendant

(Signed) Carrie Fleck

Issued order and summons and gave the same to Delmore Snodgrass constable, returnable Dec. 8rd. 1902 at 1 P. M.

Return of Constable

I could not come at the property alleged to be in the possession of the T. & O. C. R. R. Company the garnishee and Nov. 29th 1902

T, FOR Jerome TOWNSHIP.

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at 10 oclock A. M, I served a notice on said T & O. C. R. R. Company a copy of this order and a written notice to appear and answer by leaving said notice with Mr Phipps their agent a copy of said notice is hereto annexed. (Signed) Delmore Snodgrass Constable

Return of summons

Received writ Nov. 29th 1902 and by virtue of its order I served the same Nov. 29th 1902 by leaving a copy with the T & O. C. R. R. Company with agent at Arnold Chiv. Ed Perry I could not find in my county. Constables fees service 40¢ mileage 45¢ copy 25¢ total $1.10

On the return day I find that the Constable has not got a summons on the defendant so the case is adjourned to Jan. 14th 1903 for publication

Jan 14th 1903 Defendant failed to appear and for one hour after Plaintiff asked for judgment for amount claimed

Therefore it is considered by me that the plaintiff herein recover from the defendant the sum of Twenty dollars and debt and her costs astared in the margin of this case and costs that accrue

J. P. McDowell J. P.

Answer of garnishee

I affirm that I am the Paymaster of the Toledo & Ohio Central R'y company and as such officer have the payrolls in my possession and under my control and I further affirm that from an examination of said pay rolls and reports belonging to said company, now in my possession, I find there is due to Ed. Perry laborer sec 19. from said Toledo & Ohio Central R'y Co. the sum of $20.25

Jan. 23d I ordered said Paymaster to pay the above amount into my hands. Paid Jan. 29th 1903 $20.25

Received on above judgment $15.70

Corrine Fleck

, 18 , the Defendant in the above case came and by

his surety, resident of the County, approved by me as

good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of 20.25 4.55 15.70

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires

J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of

A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P.

for Dollars and

cents, and costs taxed

and the said

intends to appeal

therefrom to the Court of Common Pleas of

County. Now, therefore, I,

of do hereby

promise and undertake to the said

in the sum of

Dollars,

that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO,
Union COUNTY, SS.

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Howard Schoby Pl'ffs.

vs.

Clark Rickard Def'ts.

Judgment, $

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit				
Order of				
Undertaking				
2 Subpœnas 2 Names		25		25
Swearing 4 Witnesses		10		10
Adjournment				
Filing 4 Papers				
Record 200 Words		30		
Judgment		40		
Satisfaction				
Bail for Stay				
Execution and Filing				
sitting	1	00		
Trans. and Certificate				
CONSTABLE'S FEES.	2	30		35
	2.	65		
Sum., Serv., and Mileage Copy		70		
Sub., Serv., and Mileage		45		70
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial	1	00		
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				
	2	15		35
WITNESSES.				
Ray Schoby		50		
Will Lorty				50

Before J. P. McDowell Justice of the Peace.

No. 165 Amount Claimed, $ 37.48

Dec. 8th 1902 18

The Plaintiff filed his bill of particulars which is in substance as follows: Clark Rickard, To Howard Schoby Debtor.

To 59½ rods of Page wire fence at 63 cts per rod $37.48

On the same day D issued a summons for defendant returnable Dec. 13" 1902 at 9 oclock A.M.

Return of Summons

Received this writ Dec. 8th 1902 and Dec. 10th 1902 served the same on defendant by leaving certified copy thereof, personally service and return 25¢ Copy 25 mileage 20 total 70. (signed) Delmore Snodgrass Constable

Issued Subpoenas for plaintiff Ray Schoby for defendant Will Lorty and gave the same to constable Snodgrass.

Return of both served one by copy

Dec. 13" 1902 parties met for trial Defendant made a tender of 59 cts per rod of $35.41 and costs already made refused by plaintiff

Case was called both parties present and ready for trial

Witnesses sworn for plaintiff, Plaintiff and Ray Schoby for defendant, defendant and Will Lorty.

and after considering said testimony. I find that there was a misunderstanding between the parties at the time of the purchase of the said fence that plaintiff thought he was to receive 63 cents per rod and defendant thought he was to pay only 59 cents per rod. so I will give judgment against defendant at 61 cents per rod and costs of this case.

Therefore it is considered by me that the plaintiff herein recover from the defendant herein the sum of $36.30 and his costs costs as charged in the margin of this and interest and costs that accrue

J. P. McDowell J.P.

T, FOR Jerome TOWNSHIP.

Dec. 22" 1902 Received from Clark Rickard deft $4.80 in full for above judgment and costs
J.P. McDowell J.P.

Dec. 26" 1902 Paid Howard Scholby in full of above judgment
J.P. McDowell J.P.

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his surety, resident of the County, approved by me as
good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,
as surety for the above Stay of Execution on the above Judgment of
against do hereby promise and undertake to pay the amount
of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this
day of A. D. 18 } Stay of Execution expires
J. P. } 18 Am't then due $

, 18 . Issued an Execution for
returnable , 18 , and
delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of
A. D. 18 , the said
obtained a judgment against the said
on the docket of J. P.
for Dollars and
cents, and costs taxed
and the said
intends to appeal
therefrom to the Court of Common Pleas of
County. Now, therefore, I,
of do hereby
promise and undertake to the said
in the sum of
Dollars,
that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18
J. P.

THE STATE OF OHIO,)
Union COUNTY, SS.)

IN JUSTICE'S COURT,

Typ. E. L. Barrett & Son, Publishers, Springfield, Ohio.

William Lortz

Pl'ffs.

vs.

Emma Laura Clark

Def'ts.

Judgment, $10.24

Before J. P. McDowell Justice of the Peace.

No. 166 Amount Claimed, $10.24

Jan. 28th 1903 18

The Plaintiff filed his bill of particulars which is in substance as follows: The plaintiff says there is due him from the said defendant the sum of $10 ten dollars for necessaries, to wit for meats sold and delivered to said defendant at her request and now due and unpaid for which said plaintiff asks judgment and the cost of this action

You will please issue summons returnable on 2nd day of February at 2 o'clock P.M. 1903

(Signed) William Lortz. Plff

I issued summons returnable Feb. 2nd 1903 at 2 P.M.

Feb. 2nd 1903 summons returned

Received this writ Jan. 28th 1903 and Jan. 29th 1903 Served the same on defendant by leaving certified copy thereof with defendant Emma Laura Clark service and return 25c Copy 25c mileage 1 mile 20 Total .70

(Signed) Delmore Snodgrass constable

Feb 2nd 1903

Time for trial defendant appeared and after waiting one hour plaintiff failed to appear defendant asked that the case against her be dismissed. so I dismissed the case at plaintiff's cost without prejudice to a new action

J. P. McDowell J.P.

Feb. 3rd 1903 The plaintiff as above came and filed a new bill of particulars which is in substance as follows.

The plaintiff says there is due him from said defendant the sum of $10.24 of necessaries to wit meats furnished and delivered to the said defendant at per request, which is still due and unpaid.

I issue summons returnable Feb. 7th 1903 at 9 o'clock A.M. (Signed) John H. Shultz

Plaintiff's attorney

issued summons returnable as above

Return

Received this writ Feb 3rd 1903, and Feb 4th 1903 served the same on defendants by leaving certified copy thereof with defendant Emma Laura Clark service and return 25c Copy 25c mileage 20 total 70c

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing / Witnesses		5		
Adjournment				
Filing 2 Papers		10		
Dismission		20		
Record 200 Words		30		
Judgment		40		
Satisfaction				
Bail for Stay				
Execution and Filing				
Trans. and Certificate		55	Pd	

CONSTABLE'S FEES.				
Sum., Serv., and Mileage Copy		70		70
Sub., Serv., and Mileage				
Sum. Appraisers				
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WITNESSES.

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FOR Jerome TOWNSHIP.

(signed) Delmore Snodgrass Constable

Feb 7th 1903 At the time set for trial set for trial plaintiff appeared and after waiting one hour and defendant failed to appear, Plaintiff demanded trial, trial had, Plaintiff was sworn and testified

I find from said testimony that defendant is indebted to plaintiff the amount claimed.

Therefore it is considered by me that the Plaintiff recover from the defendant in default the sum of ten and 00/100 dollars debt and his costs as per items charged on the margin of this case and interest at 6 per cent and costs that accrue

J.R.McDowell J.P.

Feb. 14th 1903 Plaintiff ordered a transcript to place it on the execution docket at Marysville Ohio

Transcript made out and delivered the same day

, 18 . the Defendant in the above case came and by

his surety, resident of the County, approved by me as

good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires

J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

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delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of

A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P.

for Dollars and

cents, and costs taxed

and the said

intends to appeal

therefrom to the Court of Common Pleas of

County. Now, therefore, I,

of do hereby

promise and undertake to the said

in the sum of

Dollars,

that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO,
Union COUNTY, SS.)

IN JUSTICE'S COURT,

1-12 E. L. Barrett & Son, Publishers, Springfield, Ohio.

McKirgan Bro's

Pl'ffs.

vs.

Emma Laura Clark

Def'ts.

Judgment, $ 7.03

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons	25			
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing / Witnesses	5			
Adjournment				
Filing 1 Papers	10			
Record 200 Words	30			
Judgment	40			
Satisfaction	1 10			
Bail for Stay				
Execution and Filing				
Trans. and Certificate	55			

CONSTABLE'S FEES.				
Sum., Serv., and Mileage 1 Copy	70			
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				

WITNESSES.

Before J. P. McDowell Justice of the Peace.

No. 16 Amount Claimed, $ 7.13

Feb. 3" 1903 18

The Plaintiff filed their bill of particulars which is in substance as follows: The Plaintiffs say there is due them from said defendant the sum of $7.13 for meat furnished and delivered at her request and the said defendant is justly indebted to the said Plaintiff in the above sum named and the cost in this action

(Signed) J. H. Skulty plaintiffs attorney

Summons returnable Feb. 7th 1903

Return

Received this writ Feb 3" 1903 and Feb. 4" 1903 Served the same on defendant by leaving certified copy thereof with defendant Emma Laura Clark Service and return 25c Copy 25 mileage 1 mile total 70 (Signed) Delmore Snodgrass Constable

Feb. 7th 1903 Time for trial Plaintiff appeared and after waiting one hour defendant failed to appear Plaintiff demanded trial, Trial had, Plaintiff James McKirgan was sworn and examined for which testimony I find that the claim of the the Plaintiff against the defendant, is true and just.

Therefore it is considered by me that the Plaintiff herein recover of the defendant herein, in default, the sum of seven and 3/100 dollars debt and their costs as per items charged in the margin of this case and interest at six per cent and costs that accrue

J. P. McDowell J.P.

Feb. 14" 1903 Plaintiff ordered transcript to be placed on the execution docket at Marysville Ohio

Transcript made and delivered same day

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STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, as surety for the above Stay of Execution on the above Judgment of against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this day of A. D. 18 . J. P.

Stay of Execution expires 18 . Am't then due $

, 18 . Issued an Execution for returnable , 18 , and delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said obtained a judgment against the said on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO, Union COUNTY, SS.

IN JUSTICE'S COURT,

742. E. E. Barrett & Son, Publishers, Springfield, Ohio.

John Geese

Pl'ffs.

vs.

R. H. Purdum, Laura Purdum and Fred Kile

Def'ts.

Judgment, $181.05

JUSTICE'S FEES.	Piff's Cost. Dols.	Piff's Cost. Cts.	Def'ts Cost. Dols.	Def'ts Cost. Cts.
Summons		75		
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing 2 Papers		10		
Record 300 Words		45		
Judgment		40		
Satisfaction		20		
Bail for Stay				
Execution and Filing		45		
Trans. and Certificate				
		Paid		
		1.90		
CONSTABLE'S FEES.		45		
Sum., Serv., and Mileage + copies		3 00		
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond		Paid		
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				
WITNESSES.				

Before J. P. McDowell Justice of the Peace.

No. 168 Amount Claimed, $208.90

April 30th 1903 18

The Plaintiff filed his bill of particulars which is in substance as follows: Copy of note

$170.00 Plain City Ohio Feb 1st 1895

Twelve months after date we promise to pay John Geese one hundred and seventy dollars at 7 per cent int for value received (Signed) R. H. Purdum, Laura Purdum, Fred Kile

Indorsed Feb. 1st 1896
Interest payed up to date
Interest paid up to Oct. 1897
Aug. 20th 1897 $20. paid on principle
Sept. 20th 1897 $20 paid on principle

April 30th 1903 issued summons for defendants returnable May 11th 1903 at 1 P.M.

Return of Summons
April 30th 1903 received this writ and May 5th 1903 served the same on the defendants by leaving certified copies with them personally

Service and return	.75
3 Copies	.75
mileage 27 miles	1.35
(signed)	Deft. Smudgrass
	Const.

May 11th 1903 Time for trial appeared plaintiff and after waiting one hour defendants failed to appear, the defendant Fred Kile at one time made a statement to me in regard to the note that he signed only as surety, plaintiff asked judgment on amount of above note and his costs in the case

Therefore it is considered by me that the Plaintiff herein recover from the defendants herein from R. H. Purdum and Laura Purdum as principals and from Fred Kile as surety in default one hundred and eighty one and 5/100 dollars debt and

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FOR Jerome TOWNSHIP.

four and 99/100 dollars his costs in this action and costs that accrue. This 11th day of May 1903 J. P. McDowell J. P.

Execution issued June 18th 1903

Execution ordered returned.

June 27th 1903 Received from Fred Kile payment in full ~~of above judgment~~ of above judgment

John Geis

costs also paid

, 18 , the Defendant in the above case came and by

his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires

J. P. } 18 . Am't then due $

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Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P.

for Dollars and

cents, and costs taxed

and the said

intends to appeal

therefrom to the Court of Common Pleas of

County. Now, therefore, I,

of do hereby

promise and undertake to the said

in the sum of

Dollars,

that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

382

THE STATE OF OHIO,
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

A. K. Minthorn

Pl'ffs.

vs.

Nathaniel Harrington

Def'ts.

Judgment, $

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons	25			
Affidavit				
Order of				
Undertaking for Costs	40			
Subpœna 2 Names	30			
Swearing 4 Witnesses	15		5	
Adjournment	20			
Filing 3 Papers				
Venire	40			
Record 300 Words	45			
Judgment	40			
Satisfaction				
Bail for Stay				
Execution and Filing				
sitting	100			
Trans. and Certificate	3.60			
	paid			
CONSTABLE'S FEES.				
Sum., Serv., and Mileage				
Sub., Serv., and Mileage	1.30			
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial	1 00			
Sum., Jury and Mileage	1 20			
1 Copies	50			
Ex. and Per Cent.				
	4 00	paid by		
jury fee	paid	defendant	3 75	
WITNESSES.				
Jesse McIntire	1 30			
D. Breithaupt	50			
	1 80			

Before J. P. McDowell Justice of the Peace.

No. 169 Amount Claimed, $15-

June 10th 1903 18

The Plaintiff filed his bill of particulars which is in substance as follows: The plaintiff A. K. Minthorn and for his bill of particulars says that the defendant Nathaniel Harrington, on or about the 6th day of April A.D. 1903 purchased of Plaintiff of hay and for said hay agreed to pay $15.00 and after more than a week after the purchase of said hay, the plaintiff called upon defendant and asked him to pay for the said hay, but the defendant wholly refused to pay for the same. The Plaintiff therefore asks judgment for the amount of fifteen ($15.00) dollars the sum due him from defendant and costs of suit.

The State of Ohio Union County, ss. Before me a justice of the Peace in and Union County, Ohio personally appeared A. K. Minthorn and makes odth and says that the allegations in the foregoing bill of particulars are true as he verily believes, (Signed) A. K. Minthorn Sworn to and subscribed in my presence this 10th day of June A.D. 1903

J. P. McDowell J.P.

The plaintiff being a nonresident of the township of Jerome I demanded security for costs,

J. D. Howland whom I regard as sufficient surety signed the following:

I acknowledge myself security for costs in above cast

(Signed) J. D. Howland

I notified the defendant and agreed to come and stand trial without process so I set the trial for June 16th 1903 at 9 o'clock A.M.

June 16th 1903 Parties met Plaintiff asked for a jury trial. The following persons selected as jurors

FOR Jerome TOWNSHIP.

John Jones, W. F. Bancroft, James Price, J. R. Converse, Roy Milliken and L. E. Kilbury. Venire issued for Jury and given to Delmore Snodgrass Constable. Subpoena issued for witnesses for plaintiff, Jesse McIntire and Isaac Braithwait Case set for trial June 18th 1903 at 9 o'clock A.M.

At the time set for trial Parties met, only jurors present Roy Milliken sworn, parties agreed to try the case with five jurymen. Jury sworn plaintiff witnesses, the plaintiff, Jesse McIntire and Isaac Braithwaite sworn and testified, The defendant alone was sworn and testified in his own behalf.

The case was then given to the jury who brought in the following verdict.

We the jury do find for the defendant

(Signed) J. R. Converse Foreman

Therefore it is considered me that the defendant recover of the plaintiff his costs as charged in the margin of this case.

J. P. McDowell J.P.

Plaintiff's costs Justice $3.55 Constables $4.00 Jury $ — witnesses $1.80
defendants " " .55 " " " 3.75
Total costs $13.15

July Recived of A. K. Minthorn $10.00 he agreeing to pay his witness Jesse McIntire 1.30 leaving a balance of one dollar and seventy
Aug 25th 1903 Balance of Costs $3.00 and Paid same to proper parties

, 18 . the Defendant in the above case came and by

his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires
J. P. } 18 . Am't then due $

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Execution returned and endorsed as follows:

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and the said
intends to appeal
therefrom to the Court of Common Pleas of
County. Now, therefore, I,
of do hereby
promise and undertake to the said
in the sum of
Dollars,
that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO,
Union COUNTY, SS.

IN JUSTICE'S COURT,

1-12. E. L. Barrell & Son, Publishers, Springfield, Ohio.

Mary A. Andrew

Pl'ffs.

vs.

Stephen Gorden

Def'ts.

Judgment, $41.12, Costs $1.95

JUSTICE'S FEES.	Piff's Cost. Dols.	Piff's Cost. Cts.	Def'ts Cost. Dols.	Def'ts Cost. Cts.
Summons		25		
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
~~Docket entry~~				
Adjournment				
Filing 2 Papers		10		
Record 200 Words		30		
Judgment		40		
Satisfaction		15		
Bail for Stay				
Execution and Filing				
Trans. and Certificate				
		1.20		

CONSTABLE'S FEES.		
Sum., Serv., and Mileage	7 Copy	75
Sub., Serv., and Mileage		
Sum. Appraisers		
Schedule and Bond		
Serv. Garnishee		
Att. Trial		
Sum., Jury and Mileage		
Copies		
Ex. and Per Cent.		

WITNESSES.

Before J. P. McDowell Justice of the Peace.

No. 170 Amount Claimed, $ 45.30

July 13th 1903 ~~78~~

The Plaintiff filed her bill of particulars which is in substance as follows: $60.00 Plain City Ohio

Aug. 20th 1900.

One year after date, for value received I jointly and severally promise to pay to the order of E. H. Dry at the Farmers' bank in Plain City, Ohio, Sixty dollars. with interest at eight per cent from date, and after Maturity Payable annually

Witness our hand the day and date above written. (Signed) Stephen Gorden

Included in above obligation is a regular Judgment note.

Issued Summons for defendant returnable July 17th 1903 at 1 P.M.

July 15th 1903 Defendant came and five dollars on above note and confessed Judgment on the balance of said note and the costs in the case. Debt $41.12

Therefore it is considered by me that the ~~defendant~~ Plaintiff herein recover from the defendant herein the sum of forty ~~one~~ dollars and twelve cents ($41.12) and her costs taxed $1.95 as per items in the margin of this case J. P. McDowell J.P.

Return of Summons

Received this writ July 15th 1903 and July 14th 1903 served the same on defendant by leaving certified thereof with him personally service and return 24¢ Copy 25¢ Mileage 2 miles 25 total .75 (Signed) Delmore Snodgrass Constable

Aug. 22nd 1903 Received $35.00 on above Judgment

Aug 22nd 1903 received $2.50

Aug 29th Received on the above judgment $8.02 balance in full.

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, Surety.

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Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I. of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO,
Union COUNTY, SS.)

IN JUSTICE'S COURT,

1-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Lola Crayton and
Mary Knapp

Pl'ffs.

vs.

Richard Sells

Def'ts.

Judgment, $

Before J. P. McDowell Justice of the Peace.

No. 171 Amount Claimed, $80.

July 24th 18

The Plaintiffs filed their bill of particulars which is in substance as follows: The said Plaintiffs say there is due them from the said defendant the sum of ($80) eighty dollars for rent of pasture land situated in the village of Plain City in the county of Union and Jerome Township and State of Ohio, and that said rent commenced April 1st. 1898 and continued up to to the present time or August 1st 1903 being a period of five years and four months at fifteen dollars per year.

Issue summons returnable August 1.. 1903 at 1 o'clock P.M.

(Signed) Wm. Crayton Plaintiffs' agent

Defendant came and waived process and agreed to stand trial without summons

Aug 1st 1903 Parties met and agreed to ~~Aug~~ ~~arrest~~ have the case adjourned to Aug. 15th 1903 at 1 o'clock P.M.

Aug 3rd 1903 Parties met and Plaintiffs agreed to allow a set off to defendant of $35.81 and defendant agreed to balance and costs

Therefore it is considered by me that the Plaintiffs herein recover of the defendant herein the sum of $39.19 debt and their costs as charged by the items in the margin of this case J. P. McDowell J.P.

August 31st 1903 received on above Judgment $20.

Jan. 20th 1904 Received $20 on above judgment

JUSTICE'S FEES.	Pltf's Cost. Dols.	Pltf's Cost. Cts.	Def'ts Cost. Dols.	Def'ts Cost. Cts.
Summons		25		
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment		15		
Filing Papers				
Record 200 Words		30		
Judgment		40		
Satisfaction		15		
Bail for Stay				
Execution and Filing				
4% collecting		1.60		
Trans. and Certificate				
		125		

CONSTABLE'S FEES.				
Sum., Serv., and Mileage				
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				

WITNESSES.

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FOR Jerome TOWNSHIP.

, 18 , the Defendant in the above case came and by

his surety, resident of the County, approved by me as

good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

do hereby promise and undertake to pay the amount

against

of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires

J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of

A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P.

for Dollars and

cents, and costs taxed

and the said

intends to appeal

therefrom to the Court of Common Pleas of

County. Now, therefore, I,

of do hereby

promise and undertake to the said

in the sum of

Dollars,

that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO,
Union COUNTY, SS.)

IN JUSTICE'S COURT,

12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Fred Depp

Pl'ffs.

vs.

Beverly Depp Jrs Administrator for the estate of Beverly Depp senior now deceased

Def'ts.

Judgment, $ 21.50

Before J. P. McDowell Justice of the Peace.

No. 172

Amount Claimed, $ 41.95

August 17" 1903 18

The Plaintiff filed his bill of particulars which is in substance as follows: The plaintiff says:

First; that there is due him from the above defendant and out of the estate of Beverly Depp Senior, now deceased, the sum of forty one and 95/100 dollars, for work and labor performed by this ~~defendant~~ plaintiff for said defendant; as per itemized account hereunto attached, marked exhibit A.

Second; That he has presented affidavit setting this bill or claim to this defendant and he has rejected same by writing "rejected" on the back of said affidavit, which is hereunto attached marked exhibit B.

Wherefore plaintiff asks for judgment against the said defendant in the sum of forty one and 95/100 dollars ($41.95)

(Signed) D. E. Thornton attorney for plaintiff

On the same day issued Summons for defendant returnable Aug. 24" 1903 at 1 oclock P.M.

Return of Summons:

Received this writ Aug. 17" 1903 and Aug. 18th 1903 served the same on defendant by leaving certified copy thereof with deft Beverly Depp

costs service and return, 25¢ copy .25 mileag 10 miles .65 total $1.15

(Signed) Delmore Snodgrass Constable

Aug. 22" 1903 issued subpoenas for plaintiff for Guss Depp, Frank Depp and Alpheus Geeder For the defendant,

August 24" 1903. Parties present and ready for trial Defendant made a verbal denial of the whole claim.

The plaintiff, Guss Depp, Alpheus Geeder and Frank Depp and Jennie Geeder were sworn and plaintiff Guss Depp and A. Geeder testified for plaintiff

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit				
Order of				
Undertaking				
Subpœna 4 5 Names	40			45
Swearing 10 Witnesses	20			30
Adjournment				
Filing 4 Papers	15			5
Record 400 Words	60			
Judgment	40			
Satisfaction				
Bail for Stay				
Execution and Filing				
Sitting	1 00			
Trans. and Certificate	1 00			
Appeal undertaking	40			
	Paid			

CONSTABLE'S FEES.		
Sum., Serv., and Mileage 4 Copies	1 15	
Sub., Serv., and Mileage	1 40	
Sum. Appraisers		
Schedule and Bond		
Serv. Garnishee		
Att. Trial	1 00	
Sum., Jury and Mileage		
Copies		
Ex. and Per Cent.		
	Paid	

WITNESSES.		
Guss Depp	1.20	
Frank Depp	1.20	
Alpheus Geeder	90	
Jennie Geeder	90	
Harry Booker		70
Edgal Depp		50
Ezylest Hepburn		1.20
Chas Seley		1 20
Kate Depp		50

T, FOR Jerome TOWNSHIP.

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Beverly Depp, Harry Booker, Edgar Depp, Ernest Ashbaugh, Charles Seeley and Kate Depp were sworn and testified for the defense.
After hearing the evidence and the Pleas of counsel I withheld my decision until Aug. 27th 1903 at 1 P.M.

August 27th 1903 After considering the testimony given and comparing the books of the parties, I find an indebtedness in favor of the plaintiff of $26.50 and an offset in favor ~~of the plaintiff~~ of the defendant of $5.00 showing a balance in favor of the Plaintiff of $21.50
Therefore it is considered by me that the Plaintiff herein recover from the defendant herein the sum of twenty one and 50/100 dollars debt for work and labor and his costs taxed at $10.80 and costs that accrue, Items of costs in margin of this case

J. P. McDowell J. P.

Transcript and Papers in above case sent to Clerk of Court of Union County on appeal Aug. 31st 1903

Dec. 5th 1905 Reed, from the clerk of Court of Union County Ohio, $8.85 the Justice and constables costs in above case

, 18 , the Defendant in the above case came and by
his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,
as surety for the above Stay of Execution on the above Judgment of
against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this
day of A. D. 18 } Stay of Execution expires
J. P. } 18 . Am't then due $
, 18 . Issued an Execution for
returnable , 18 , and
delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the 27th day of August A. D. 1903 the said Fred Depp obtained a judgment against the said Beverly Depp admr on the docket of J. P. McDowell J. P. for twenty one Dollars and fifty cents, and costs taxed ten and 75/100 dollars and the said Beverly Depp admr intends to appeal therefrom to the Court of Common Pleas of Union County. Now, therefore, I, Howard Doherty of Union County do hereby promise and undertake to the said Fred Depp in the sum of Sixty five Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Howard Doherty

Executed and acknowledged before me, and surety approved this 31st day of August A. D. 1903

J. P. McDowell J. P.

THE STATE OF OHIO,
Union COUNTY, SS.

IN JUSTICE'S COURT,

742. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Isaac Norris & son

Pl'ffs.

vs.

Val Gordeer

Def'ts.

Judgment, $

Before J. P. McDowell Justice of the Peace.

No. 173 Amount Claimed, $7.12

September 1903 18

The Plaintiff filed their bill of particulars which is in substance as follows: The plaintiffs say there is due them from the defendant the sum of $5.75 five and 75/100 dollars due on account for lumber furnished defendant at his request for which amount with interest thereon at the rate of 6 per cent from the 1st day of October 1899, the plaintiffs ask judgment

I issued Summons returnable Sept. 26th 1903 at 1 oclock P.M.

Return of Summons:
Received this writ Sept 23rd 1903 and Sept. 23rd 1903 Served the same on defendant by leaving certified copy at his residence. Fees; Service and return 25c Copy 25c Mileage 10 miles 65c Total $1.15 Signed Delmore Snodgrass Constable

Sept. 26th 1903 defendant came and paid the amount of $8.60 in full of above account and costs

J. P. McDowell J. P.

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing 2 Papers		10		
Record 200 Words		20		
Judgment		40		
Satisfaction				
Bail for Stay				
Execution and Filing				
Trans. and Certificate				
CONSTABLE'S FEES.		1.05		
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Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
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, 18 , the Defendant in the above case came and by his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, as surety for the above Stay of Execution on the above Judgment of against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this day of A. D. 18 } Stay of Execution expires
J. P. } 18 . Am't then due $

, 18 . Issued an Execution for returnable , 18 , and delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said obtained a judgment against the said on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I. of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO,
Union COUNTY, SS.

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

John Davidson

Pl'ffs.

vs.

S. J. Gorden and
C. F. Smith

Def'ts.

Judgment, $ 143.90

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons	50			
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing 2 Papers	10			
Record 200 Words	30			
Judgment	40			
Satisfaction	15			
Bail for Stay				
Execution and Filing				
4 % for collecting Trans. and Certificate	326			
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	4 65			
CONSTABLE'S FEES.				
Sum., Serv., and Mileage	1 Copy 1 15			
Sub., Serv., and Mileage	5 80			
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				
WITNESSES.				

Before J. P. McDowell Justice of the Peace.

No. 174 Amount Claimed, $143.70

Sept. 14th 1903 18

The Plaintiff filed his bill of particulars which is in substance as follows: $150.00 June the 7th 1902
four months after Date I Promise to Pay to the order of John Davidson one hundred and fifty dollars for value received with six per cent interest from Date (Signed) S. J. Gorden
C. F. Smith

~~Sept. 22nd 1903 issued Summons for defendants returnable Sept. 26~~
Indorsed Jan. 27th 1903, Paid Cash $17.40

Sept. 22nd 1903 issued summons for defendants returnable Sept. 26th 1903
Return of Summons
Received this writ Sept. 22nd 1903 and Sept. 23rd 1903 Served the same on deft S. J. Gorden. The defendant C. F. Smith I could not find in my county
fees Service and return 25¢ Copy 25¢
mileage 10 miles 65¢ total 1.15
Signed Delmore Snodgrass Constable.

Sept. 26th 1903 at the time set for trial ~~Parties~~ failed to appear and after waiting one hour defendant failed to appear. The plaintiff having filed the above described note as his Evidence I find that there was no summons had on the defendant C. F. Smith and according to the note I find that the defendant S. J. Gorden is indebted to the Plaintiff the amount of said note less the indorsement $17.40 Jan. 27th 1903
Therefore it is considered by me that the Plaintiff recover from the defendant S. J. Gorden in default the sum of one hundred and forty three and 70/100 ($143.70) dollars debt and his costs herein as per items in the margin of this case and interest at 6% and costs that accrue
J. P. McDowell J. P.

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Jan. 1st 1904 Received from S.J. Gordon eighty three dollars on above judgment and paid Plaintiff Eighty dollars

Transcript ordered by Plaintiff Feb. 7th 1906. Transcript sent on the same day.

, 18 , the Defendant in the above case came and by

his surety, resident of the County, approved by me as

good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires

J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

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delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of

A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P.

for Dollars and

cents, and costs taxed

and the said

intends to appeal

therefrom to the Court of Common Pleas of

County. Now, therefore, I,

of do hereby

promise and undertake to the said

in the sum of

Dollars,

that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO,
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Brice Ish

Pl'ffs.

vs.

Samuel Barry

Def'ts.

Judgment, $

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit				
Order of				
Undertaking				
Subpœna 8 Names		40		
Swearing 10 Witnesses		10		40
Adjournment				
Filing 4 Papers		10		10
Venire for jury		40		
Record 500 Words		75		
Judgment		40		
Satisfaction				
Bail for Stay				
Execution and Filing				
Sitting		1 00		
Trans. and Certificate				
		3 40		50
CONSTABLE'S FEES.				
Sum., Serv., and Mileage 1 copy		1.15		first
Sub., Serv., and Mileage		1 85		
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial		1 00		
Sum., Jury and Mileage		1 20		
3 Copies		75		
Ex. and Per Cent.		5.95		
Notice		1.50		
Jury fees				3 75
WITNESSES.				
Chas H. Barry				1 10
L. L. Barry				1 10
L. N. Barry				1.10
Jesse Depp				1 20
C. Gardner				50
D. Norris				80
H. Norris				80
				6.60
Mrs Ish				~~25~~

Before J. P. McDowell Justice of the Peace.

No. 175 Amount Claimed, $

October 22" 1903 18

The Plaintiff filed his complaint bill of particulars which is in substance as follows: To J. P. McDowell J. P. in and for the township of Jerome in the county of Union Ohio, The Undersigned Brice Ish a resident of the County of Union Ohio, doth hereby make his complaint to you against one Samuel Barry for this that he hath ever since the 20th day of October A. D. 1903 and doth still unlawfully and forcibly detain from the undersigned possession of the following premises, situate in the township of Jerome and in the County of Union and State of Ohio bounded and described as follows;

Bounded on the South and east by a dirt road road running diagonally from Jesse McCampbells to Martin Rukins, on the south of which road are the lands of Brice Ish and on the north lands of Martin Rukin and on the west by the lands of Less McKitrick containing about 30 acres.

The said Samuel Barry entered upon said premises as the tenant of the undersigned the lease therefor expired at the time herein Mentioned and from that time the said Samuel Barry unlawfully and forcibly held over his said term.

On the 17th day of October A. D. 1903 the Undersigned duly served upon the said Samuel Barry as required by law, notice in writing to leave said premises.

The undersigned asks process and restitution &c. Dated this 22" day of October A. D. 1903

(Signed) Brice Ish

On the same day I issued Summons for defendant returnable Oct. 26" at 1. P. M. Oct. 23" 1903 defendant and demanded a jury trial and deposited $4.50 as jury fee I notified the plaintiff to appear October 24" at 10 A. M. to strike a jury at which time plaintiff did not appear So I struck for him

T, FOR Jerome TOWNSHIP.

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The following jurors were chosen. W. C. Tipton, Perry Converse, Eugene Glover. Jonas McCampbell, Charles Butler and D. D. Ketch.

Issued subpoena for defendant, for C. M. Barry, Ed L. Barry, J. N. Barry, Gust Depp, Cyrus Gardner, Isaac Norris, Harry Norris and Louis Ballenger.

Return of Summons

Received this writ Oct. 22d. 1903 and Oct. 22" 1903 served the same on defendant by leaving a certified copy thereof at his place of residence

(Signed) Delmore Snodgrass constable

Oct. 26th 1903 Parties met, case called Jurors present Tipton, Converse, Glover, Butler and Ketch, Ketch was excused. B. M. Evans was called as juror parties agreed to try the case with the five Jurors. Jurors sworn.

Plaintiff and wife sworn for plaintiff. The defendant, C. M. Barry, Ed Barry, J. N. Gust, Depp, Cyrus Gardner, Isaac Norris and Harry Norris

After the evidence was all in and the counsel made their Pleas the case was given to the jury.

Verdict of the jury. Jury Paid

We the jury do find the defendants Lease does not expire until May 28th 1904 and therefore we do find for the defendant.

Dated Oct. 26th 1903. (Signed) W. C. Tipton Foreman

Therefore it is considered by me that the plaintiff pay the costs as taxed in the Margin of this case and costs that accrue

J. P. McDowell J. P.

Returned to defendant 75¢ on amount advanced as jury fee.

Received from Brice Dash $22.00 costs in Full Nov. 6" 1903

, 18 , the Defendant in the above case came and by

his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires

J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P.

for Dollars and

cents, and costs taxed

and the said

intends to appeal

therefrom to the Court of Common Pleas of

County. Now, therefore, I,

of do hereby

promise and undertake to the said

in the sum of

Dollars,

that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO, Union COUNTY, SS.

IN JUSTICE'S COURT,

7.12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Brice Ish

Pl'ffs.

vs.

Samuel Barry

Def'ts.

Judgment, $ for plaintiff

JUSTICE'S FEES.		Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
	Summons	25			
	Affidavit				
	Order of				
	Undertaking				
	Subpœna 6 7/8 1/2 Names	30		75	
	Swearing 9 4/12 Witnesses	45		60	
2	Adjournment	20		20	
	Filing 14 Papers	10		10	
	Venire			40	
	sitting	1	00		
	Record 600 Words	7	90		
	Judgment		40		
	Satisfaction				
	Bail for Stay				
	Execution and Filing				
	Trans. and Certificate				
		3	80	2	05
	Jury fee filed	7.	50	4.	50
	Jury Paid by Pl'ffs				

CONSTABLE'S FEES.				
	Sum., Serv., and Mileage 1 Copy 1		15	
11	Sub., Serv., and Mileage 2	2	75	4 55
	Sum. Appraisers			
	Schedule and Bond			
	Serv. Garnishee			
	Att. Trial	1	00	
	Sum., Jury and Mileage			
	25 19 Copies	1	75	3 00
	Ex. and Per Cent.	6	65	
	Venire ser. Mil. 1 Copy			3 05
	Receipt to B. Ish for taking Depositions	2.	00	7. 60

WITNESSES.				
10	E. C. Chapman	1	00	
10	Walter Bishop		50	
12	Wil. Davis	1	00	
12	Dug Woolard	1	00	
10	Wm Durbraw	1	70	
12	Wm Hagenlacher	7	60	2 20
16	Agustus Depp			1 60
24	H. Clarence Barry			1 60
24	Joseph Marshka			1 60
24	John Barry			1 60
24	Monroe			1 60
16	Fred Siefried			1 60
12	J. Barry	2	00	2 60
12	J. M. Barry	2	00	
6	Harry Norris	1	60	
16	Wm Norris		40	0

Before J. P. McDowell Justice of the Peace.

No. 176 Forcable detainer Amount Claimed, $

March 5th 1904 18

The Plaintiff filed his bill of particulars which is in substance as follows: The undersigned Brice Ish, a resident of the county of Union Ohio, doth hereby make his complaint to you against one Samuel Barry for this that he ever since the 20th days of October 1903 and doth still unlawfully and forcibly detain from the undersigned possession of the following premises situate in the township of Jerome and county of Union and State of Ohio. bounded and described as follows; Bounded on the south and east by a dirt road running diagonally from Jesse McCampbell's to Martin Kuhn's: on the South of which road are the lands of Brice Ish, and on the north by Martin Kuhn's: and on the west by the lands of Less McKitrick, and containing about thirty acres The said Samuel Barry entered upon said premises as the tenant of the undersigned The lease therefor expired at the time herein first mentioned; from that time the said Samuel Barry hath unlawfully and forcibly held over his said term.

On the second day of March 1904 the undersigned duly served upon the said Samuel Barry as required by law, notice in writing to leave said premises;

The undersigned asks process and restitution.

Dated this 5th day of March 1904

(Signed) Brice Ish

On the same day I issued summons for said Samuel Barry, returnable March 8th 1903 at 1 o'clock P. M.

Return of Summons

Received this writ Mar. 5th 1904 and Mar. 5th 1904 served the same on the defendant by Copy personally service 25 Copy 25 mileage 10 miles 65 Total $1.15

Witness' fees for plaff
J. P. Barry 50
F. M. Barry 50

(Signed) Delmore Snodgrass
Constable

T, FOR Jerome TOWNSHIP.

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Mar. 8. 1904 Parties met defendant demand jury trial, and deposited check for $4.50 as jury fee, The following jurors selected, Clark Rickard, Dave. Moss Nate McDowell, Wm. Marsh, Tom Curry and John Mitchell. issued venire, Subpoena for plaintiff. E. C. Chapman, Watts Bishop, Wilber Davis, Dug Woolard, Lee Seeley, Wm. Hamer and Dr. Richey, for defense Wm. Durborow, Herman Monska, Mrs. Monska Wm. Hagenlocker Augustus Depp, Wm. Arnold, Wm. Seigfred, L. L. Barry, J. N. Barry, Isaac Norris and Harry Norris. Case adjourned to March 11th 1904 at 9 oclock A.M. By consent of parties.

Mar 11th 1904 Parties appeared, 4 jurors present C. Rickard, D. Moss, N. McDowell and Wm. Marsh. Witnesses for the Plaintiff present Watts Bishop, Wilber Davis Dug. Woolard for the defense; Wm Durborow, Wm. Hagenlacker, Augustus Depp Herman Moncha, Mrs. Moncha, Fred Seigfred L. L. Barry, J. N. Barry and Harry Norris On account of the sickness of Dell Ayers by Consent of parties case adjourned to March 23" at 9 A.M.

At the time set for trial, Parties ~~ready for trial~~ parties both appeared ready for trial, three jurors present Clark Rickard, Wm Marsh and N. McDowell jury filled by Constable with Cal. Liggett, Wm Bishop and J. W. Hunter were called qualified and sworn, Witnesses for the plaintiff sworn and testified E. C. Chapman, W. Davis Dug. Woolard, Dr. Richey, Chas Freshwater, S. P. Barry, J. M. Barry, Plaintiff and Mrs Ish, For defendant Wm Hagenlocker Gus. Depp, Herman Moncha, Mrs. Moncha Fred. Seigfred, L. L. Barry, J. N. Barry, Isaac Norris, Harry Norris, Stella Barry Clarence Barry and Defendant. After the evidence was all in the case was given to the Jury. Who brought in the following verdict.

We the jury do that the defendant is guilty, in manner and form as the Plaintiff in his complaint set forth, and that the same, and the matters therein stated, are true (signed) Clark Rickard Foreman

Therefore it is considered by me that Plaintiff have restitution of the said Premises and that he recover his costs, in this action, as charged in the margin of this case Continued on page 432. J. P. McDowell J.P.

Plaintiff paid Jury $7.50

_____, 18____, the Defendant in the above case came and by

his surety, resident of the County, approved by me as

good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18____ } Stay of Execution expires

J. P. } 18____. Am't then due $

, 18____. Issued an Execution for

returnable , 18____, and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of

A. D. 18____, the said

obtained a judgment against the said

on the docket of J. P.

for Dollars and

cents, and costs taxed

and the said

intends to appeal

therefrom to the Court of Common Pleas of

County. Now, therefore, I,

of do hereby

promise and undertake to the said

in the sum of

Dollars,

that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18____

J. P.

THE STATE OF OHIO, Union COUNTY, SS.

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Pubishers, Springfield, Ohio.

Anna E. Smith

Pl'ffs.

vs.

R. E. Robinson

Def'ts.

Judgment, $193.26

Before J. P. McDowell Justice of the Peace.

No. 177 Amount Claimed, $300

March 3rd 1903. 18

The Plaintiff filed her Affidavit in Attachment bill of particulars which is in substance as follows: The said Anna E. Smith Being duly sworn says that R. E. Robinson said defendant is justly indebted to said defendant Four hundred and Sixteen and 25/100 dollars on a certain promissory note hereunto attached that the said claim is just: that she believes said plaintiff recover theron the amount of Three hundred ($300) dollars balance being withheld: That the Property sought to be attached is not exempt from execution; that said property is not the personal earnings of said defendant for services rendered within three months prior to the comencement of this action; that the defendant is not the head and support of a family and has not in good faith the maintenance and support of widowed mother so wholly dependant on him for support, and that he is a non resident of Union County Ohio, that he has absconded with intent to defraud his creditors, is about to convert his property or a part thereof into money for the purpose of placing it beyond the reach of his creditors Knows disposed of a part of his property for the purpose of defrauding his creditors. This affiant further makes oath and says that the grounds of that belief, being facts within her own knowledge, and information from others which she believes to be true, are in substance as follows, That he has gone away from home, and will not come home home, and that he is out in the state of Sold sheep to L. Hann out of which he promised to pay this affiant but would not pay any amount after he sold them, and is out of the State, and this affiant believes that he is staying away for the sole purpose to avoid summons and is now hindering and delaying this affiant from the collection of her claim. (Signed) Anna E. Smith

I issued summons and order of attachment on the same day returnable Mar. 9th 1904 at 1 P.M. and gave the to Delmore S now Constable

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons				
Affidavit		40		
Order of		40		
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment		20		
Filing 2 Papers		10		
Order of sale and filing		45		
Record 500 Words		75		
Judgment		40		
Satisfaction		20		
Bail for Stay				
Execution and Filing				
Trans. and Certificate				
	2 90			
CONSTABLE'S FEES.				
Sum., Serv., and Mileage		65		
Sub., Serv., and Mileage				
Sum. Appraisers		100		
Schedule and Bond		50		
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				
Apr. fees	2 00			
Publication				
and aff. on	225			
	720			
WITNESSES.				

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T, FOR Jerome TOWNSHIP.

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Return of order received this order March 3rd 1904 at 4 P.M. and on the same day received an order of attachment issued by J.R. McDowell a justice of the peace in the action of Anna E. Smith against the within named R.E. Robinson and on March 4th 1904 I went to the place where where the defendants property described in the annexed inventory and appraisement was found; and there at 9 o'clock A.M. of said day in the presence and hearing of L.B. Robinson and J.K. Converse two credible persons did declare that by virtue of this order, I attached said property at the suit of Anna E. Smith and did then and there attach it; and then with L.B. Robinson and J.K. Converse, two householders of the County of Union after administering to them an oath truly to inventory and appraise said property, made a true inventory and appraisement, signed by me and said householders, is annexed and returned with this order. Said property now remains in my custody, was delivered to Anna E. Smith in whose possession it was found. She having given an undertaking with sufficient sureties as required by law, herewith returned.

Return of Summons

Received this writ March 3rd 1904, I could not find R.E. Robinson in my County. (Signed) Delmore Snodgras Constable

Mar. 9th 1904 Time of the return, plaintiff appered by her atty D.E. Thornton and
It appearing from the return of the Constable that defendant had not been found in this
The case stands adjourned to April 22d 1904 at 1 o'clock P.M. for publication

April 22nd 1904 Plaintiff appeared and after waiting one hour defendant failed to appear, plaintiff filed affidavit of the Editor of the Milford Citizen showing publication and asked judgment on balance of note $193.26 $285. having been paid and endorsed said note since commencement of this action

Therefore it is considered by me that said plaintiff recover from said defendant the sum of $193.26 debt and costs herein taxed as per items in margin of this case and interest at 6% and costs that accrue

J.R. McDowell J.P.

Order of sale issued on the same day

, 18 . the Defendant in the above case came and by his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, as surety for the above Stay of Execution on the above Judgment of against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this day of A. D. 18 } Stay of Execution expires
J. P. } 18 . Am't then due $

, 18 . Issued an Execution for returnable , 18 , and delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said obtained a judgment against the said on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO,
Union COUNTY, SS.

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

McKirgan Bros Pl'ffs.

vs.

R. E. Robinson Def'ts.

Judgment, $ 120.50

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit		40		
Order of		40		
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment		20		
Filing 2 Papers		10		
Order of Sale and filing		45		
Record 600 Words		75		
Judgment		40		
Satisfaction		20		
Bail for Stay				
Execution and Filing				
Trans. and Certificate				
		2 75	paid	
CONSTABLE'S FEES.				
Sum., Serv., and Mileage		65		
Sub., Serv., and Mileage				
Sum. Appraisers Ser & mile		1 80	paid	
Schedule and Bond		50		
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
≠ Copies				
Ex. and Per Cent.				
Appr's fees		2 00	paid	
publication and affidavit		2 25	paid	
WITNESSES.				

Before J. F. McDowell Justice of the Peace.

No. 178 In Attachment Amount Claimed, $ 119.30

March 7th 1904

The Plaintiff filed their bill of particulars which is in substance as follows: Plaintiff say there is due them in the sum of seventy five dollars ($75) and interest at 8 % from Feb. 28th 1904 from defendant on his certain Promissory note hereunto attached on which these plaintiffs were security and which they are now innocent Purchasers.

Plaintiffs also say that defendant is indebted to them in the sum of $44.30 for meat sold and delivered to him, Book acct hereunto attached,

Therefore Plaintiffs ask judgment in the sum of $119.30 and interest on $75. from Feb 28th 1904 and on $44.30 at 6% int and for Costs (Signed) D. E. Thornton Atty for Plaintiff

Also Affidavit for attachment sworn to before D. E. Thornton Notary Public, of J. E. McKirgan of the firm of McKirgan Bros, That defendant is justly indebted to them on Book acct and on his promissory note, that he believes the ought recover thereon the sum of one hundred and nineteen and 30/100 dollars, That the sum sought to be attached is exempt from execution; That said property is not the personal earnings of said defendant for services rendered within three months prior to the commencement of this action. That the defendant is not the head and support of a family and has not in good faith the maintenance and support of a widowed mother wholly dependant on him for support; and that he is a non resident of Union; that he has absconded with intent to defraud his creditors, That he has so concealed himself that summons cannot be served upon him, is about to convert his property into into money for the purpose of placing it beyond the reach of his creditors, That he has assigned a part of his property with intent to defraud his creditors (Signed) J. E. McKirgan

FOR Jerome TOWNSHIP.

Sworn to and subscribed in my presence this 7th day of March A.D. 1904
(Signed and sealed) D.E. Thornton Notary Public
March 7th 1904 I issued order of attachment and Summons for defendant Returnable March 11th at 1 oclock P.M.

Return of attachment

March 7th 1904 at 1 oclock P.M. Received this order, March 7th 1904, I went to the place where the defendant's property described in an inventory and appraisement was found; and there at 3 oclock P.M. of said day, in the presence and hearing of S.B. Robinson and J.R. Converse two credible persons, did declare that by virtue of this order I attached said property at the suit of McKirgan Bros vs R.E. Robinson and did then and there attach it; and I then with S.B. Robinson and J.R. Converse two householders of the county of Union after administering to them an to truly inventory and appraise said property, made a true inventory and appraisement, signed by me and said householders as annexed and returned with this order said property now remains in my ~~possession~~ custody

(Signed) Delmore & Nordgrass Constable

Return of Summons

Received this writ March 7th 1904, and by virtue of its order, I could not find defendant in my county upon whom to serve summons

(Signed) Delmore & Nordgrass constable

March 11th 1904 Plaintiff appeared after waiting the legal time and it appearing from the return of the constables that service could not be had in Union County Therefore this case stands adjourned till April 22nd 1904 for publication

April 22d. 1904, Plaintiff appeared and after waiting one hour the defendant failed to appear the plaintiff presented affidavit of the Milford Chivan by its editor of the proof publication of the attachment of this case,

Continued on page 433

_____, 18_____. the Defendant in the above case came and by

his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, _____ as surety for the above Stay of Execution on the above Judgment of _____ against _____ do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

_____, Surety.

Taken by and signed and acknowledged before me, and surety approved, this _____ day of _____ A. D. 18_____ J. P. } Stay of Execution expires _____ 18_____ Am't then due $ _____

_____, 18_____. Issued an Execution for _____ returnable _____, 18_____, and delivered the same to _____, Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the _____ day of _____ A. D. 18_____, the said _____ obtained a judgment against the said _____ on the docket of _____ J. P. for _____ Dollars and _____ cents, and costs taxed and the said _____ intends to appeal therefrom to the Court of Common Pleas of _____ County. Now, therefore, I, _____ of _____ do hereby promise and undertake to the said _____ in the sum of _____ Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this _____ day of _____ A. D. 18_____

J. P.

Summons.

M. P. Guy adm of the Estate of Rodney Guy deceased

Plaintiff,

AGAINST

Roy Weaver

Defendant.

BEFORE

J. P. McDowell

Justice of the Peace.

Docket C, *No.* , *Page*

Returnable Sept. 5 " 1904 ~~189~~

Amount (including interest) for which plaintiff will take judgment, if defendant fails to appear $40.75

Justice's Fees ..... $

Constable's Fees ..... $

Total ..... $

CERTIFICATE.

(To be signed only on the COPY left with the defendant.)

I certify that the within and above is a true copy of the original writ, and of the endorsements thereon.

Constable.

Returned and Filed 189

E. L. Barrett & Son, Publishers, Springfield, Ohio. 6-2-40.

RETURN.

(To be made only on the original writ.)

189

Received this writ Aug 30 1904 ~~189~~, *and served the same on defendant by leaving certified copy thereof* (*) at His Residence

Constable's Fees on this Writ.	
Service and Return	25
Copy	25
Mileage 1 *Miles*	20
Total	$ 70

Johnson Snodgrass
Constable.

(*) "With him (or her, or them each) personally," or, "at his usual place of residence;" or, "with the President (or Cashier, Secretary, Mayor, Agent, etc.) of the defendant corporation (or otherwise, as the case may require. See Rev. Stat. of Ohio, Sec. 647-8, and Swan's Treatise.

SUMMONS. [39.] E. L. Barrett & Son, Publishers, Springfield, Ohio.

THE STATE OF OHIO, }
Union County, } ss.

To any Constable of Jerome Township, in said County, GREETING:

You are Hereby Commanded to summon Roy Weaver

to appear before me, the undersigned, a Justice of the Peace of said Township, at my office therein on the 5th day of Sept. A. D. ~~189~~ 1904 at 1 o'clock P. M., to answer the action of M. C. Guy adm. of the estate of Rodney F. Guy deceased who claim of the defendant the sum of $40.75, with interest thereon at 6 per cent., from the 15th day of August A. D. ~~189~~ 1904, for amount due on acct for necessaries and groceries

The plaintiff ask a judgment for the amount endorsed hereon, and for costs.

You will make due return of this summons, on the 5th day of Sept A. D. ~~189~~ 1904

Given under my hand, this 30th day of Aug A. D. ~~189~~ 1904

J P McDowell
Justice of the Peace.

*Frank Jones
S. B. McCullough
Corb Lail
Grant Kilbury
Clark Kilbury
+J. T. McCullough
John Latham

James Farmer
Mike Farrel
Lute Ellis
D. Howard

Plain City Ohio
February 16th 1886

I do solemnly swear in the presence of Almighty God that I will abstain from the use of intoxicating liquors of all kinds whether spirituous malt or fermented, such as beer, wine, cider or any kind of intoxicating drinks and I do this for the term of one year, and of my own free will

J. C. Upford

sworn to and subscribed in my presence this 16th day of February A.D. 1886

J. P. McDowell J.P.

Term, 187

WITNESSES.	REMARKS.
	F. Yeomans Pltf vs St. Louis Keokuk & N.W. Railroad Co Deft Filed Nov. 7. 1870 J. P. McKenney Clk

Court.

No.	Parties.	Kind of Action.	Day
	Mrs. Vanbuskirk vs Jno. Youmans for Work & Labor		
	Balance Due $10.82		
	Plea Called		

No. .....

Civ. Doc ..... Page .....

Before J. P. McDowell,
Justice of the Peace,
Jerom ..... Township.
Union, ... County, Ohio.

John. Tilbury

vs. Plaintiff.

George. Douglass,

Defendant.

Order of Attachment

With Summons and Notice to Garnishee.

Returnable ..... 190....

at ..... o'clock ..... M.

Amount for which Plaintiff will take Judgment if Defendant fail to appear, $3.60
With Int. at ..... per cent from 190
Justice's Fees, - - - $1.30
Constable's Fees, - - $2.40
$7.30

Ret. and Filed ..... 190....

Justice of the Peace.

CERTIFICATE.

(To be signed only on the COPY left with the defendant.)

I certify that the within and above is a true copy of the original writ, and of the endorsements thereon.

Constable.

Published by The Ruggles-Gale Co., Blank Book Manufacturers and Legal Blank Publishers, Columbus, O.

The Constable should fill out such of the following as the case requires and erase where necessary. Returns to be made on original writ only.

For Forms, see Swan's Treatise, pages 431, 435.

RETURN TO ORDER OF ATTACHMENT.

Received this order ..... 190 ..., at ..... o'clock ..... M. No property or effects found. The defendant is the owner of an interest in certain real estate in said County, now occupied by .....

..... Constable.

And afterward and on the same day, received an order of attachment, issued by .....
Justice of the Peace, in the action of .....
against the within named .....
I went to the place where the defendant's property described in the annexed inventory and appraisement was found; and there, at ..... o'clock ..... M., of said day, in the presence and hearing of .....
and .....
of this order, I attached said property at the suit of .....
and did then and there attach it; and then with ..... two credible persons did declare that by virtue of this order, I attached said property, and did then and there, after administering to them an oath truly to inventory and appraise said property, being all that was attached; and said inventory and appraisement, signed by me and said householders, is annexed and returned with this order, ... 190 .....
In obedience to a written order of .....
Justice of the Peace of ..... Township, ... County, hereunto annexed, I restored the following described property above mentioned to .....
claimant, to-wit: .....

Said property now remains in my custody, was delivered to .....
in whose possession it was found, he having given an undertaking with sufficient sureties, as required by law hereinwith returned.

..... Constable.

On the ..... day of ..... A. D. 190 ..., I went to the place where the property described in an inventory and appraisement thereof, made under an order of attachment in the action of .....
..... against the within named .....
..... and served on the ..... day of .....
..... A. D. 190 ..., at ..... o'clock ..... M., and there on said ..... day of .....
..... A. D. 190 ..., at ..... o'clock ..... M., in the presence and hearing of .....
and .....
two credible persons, did declare that by virtue of this order I attached said property, and did then and there attach it as in my hands subject to said prior attachment.

..... Constable.

I could not come at the property alleged to be in the possession of .....
..... the garnishee and .....
..... notice to appear and answer, etc., by leaving said copy of
this order and said notice with .....
hereunto annexed. I also served the defendant with a true copy of this order personally, by leaving same at
his usual place of residence.

..... Constable.

190 ..., at ..... o'clock ..... M., I served said ..... with
garnishee with a copy of this order, and a written notice to appear and answer, etc., by leaving said copy of
this order and said notice with .....
hereunto annexed. I also served the defendant with a true copy of this order personally, by leaving same at
his usual place of residence.

..... Constable.

*"The said Garnishee personally," or "at the said Garnishee's usual place of residence," or "with L. M., (the President, Secretary, Cashier, or Managing Agent, according to the facts 'of said corporation,' or otherwise as the case may require.

Return to Summons.

Received this writ ..... 190 ..., and I served the same on .....
the ..... day of ..... 190 ..., on the defendant by leaving a certified copy thereof, and of the indorsements thereon, with* .....

..... Constable.

*"With him (or her, or them each) personally" or, "at his or her usual place of residence," or, "with the President, (or Cashier, Secretary, Mayor, Agent, etc.) of the defendant corporation or otherwise as the case may require) or say "the defendant not found in my jurisdiction."

CONSTABLE'S FEES.

Serv. and Ret. Order	persons, ea. 40c		
" " " Summons	" " 25c		
" " " Notice	" " 40c		
Copies, each 25c	- -		
Mileage	miles, 1st 20c, ea. add'l 5c		
Sum. and Swear'g Appraisers,	- -		
		TOTAL, -	

Order of Attachment with Summons and Notice to Garnishee.

ORDER OF ATTACHMENT.

Revised Statutes, Sec. 6491.

THE STATE OF OHIO, } Before J. P. McDowell, JUSTICE OF THE PEACE,
Union County, ss. } of Jerome Township.

John. Kilbury Plaintiff
vs.
Gerge. Douglass. Defendant

To any Constable of Jerome Township, in said County, Greeting:

You are hereby commanded to attach and safely keep the goods, chattels, stocks or interests in stocks, rights, credits, moneys and effects of the defendant Gerge. Douglass, in your County, not exempt by law from being applied to the payment of the claim of the Plaintiff, John. Kilbury or so much thereof as will satisfy his claim for [1] Three and 4/100 Dollars, and [2] Ten —— Dollars, the probable costs of this action.

You are also commanded to summon M. P. Guy. that he appear before me, at my office in Plain City, on the [3] 29th day of Nov 1905, at 8 o'clock a M., then and there to make answer, under oath or affirmation, touching the property and credits of the said defendant, within his knowledge or possession.

You will make due return of this order on or before the 29th day of Nov A. D. 1905

WITNESS my hand this 25th day of Nov — A. D. 1905

J. P. McDowell Justice of the Peace.

1. Here state the amount claimed in Affidavit. 2. Here state an amount sufficient to cover costs not exceeding fifty dollars.
3. If the summons and this writ be issued at the same time, make the date here the same as the return day of the summons. If the summons has already been issued then here write "forthwith," and erase all the words printed indicating the time.

SUMMONS.

Revised Statutes, Sec. 6475-6

THE STATE OF OHIO, Union COUNTY, ss.

To any Constable of Jerome Township, in said County, Greeting:

YOU ARE HEREBY COMMANDED to summon George. Douglass

to appear before me the undersigned, a Justice of the Peace, at my office in Jerome Township, on the 29th day of Nov — A. D. 1905, at 8 o'clock a M., to answer the action of John. Kilbury for the amount due on Money loaned and received

The Plaintiff asks a judgment for the amount indorsed hereon and for costs

You will make due return of this writ on or before the 29th day of Nov — A. D. 1905, at 8 o'clock a M.

WITNESS my hand this 25 day of Nov — A. D. 1905

J. P. McDowell Justice of the Peace.

NOTICE TO GARNISHEE.

Revised Statutes, Sec 6498.

John. Kilbury Plaintiff
vs.
George. Douglass. Defendant

Before J. P. McDowell Justice of the Peace of Jerome Township Union County, Ohio.

You are hereby notified to appear before the said Justice, at his office in said township, on the 29th day of Nov — 1905, at 8 o'clock a M., and answer, under oath all questions put to you touching the property of every description, and credits of the said defendant George. Douglass in your possession or under your control.

Constable.

Township 190

THE STATE OF OHIO, Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Cary Winegardner

Pl'ffs.

vs.

R. E. Robinson

Def'ts.

Judgment, $

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit		40		
Order of		40		
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment		20		
Filing 3 Papers				Paid
Record 400 Words		60		
Judgment				
Satisfaction		20		
Bail for Stay				
Execution and Filing				
Trans. and Certificate				
Appraisers fees		2 00		Paid
CONSTABLE'S FEES.				
Sum., Serv., and Mileage		65		
Sub., Serv., and Mileage on order 11 miles		80		Paid
Sum. Appraisers		1 00		
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				
		6 00		
WITNESSES.				

Before J. P. McDowell Justice of the Peace.

No. 179 Amount Claimed, $53.25

March 16th 1904 18

The Plaintiff filed his Affidavit bill of particulars which is in substance as follows: The said plaintiff (Cary Winegardner being duly sworn says that defendant R. E. Robinson is justly indebted to said Plaintiff for work and labor performed by him; that said claim is just; That he believes said plaintiff ought to recover thereon the amount of Fifty five and 25/100 dollars, that the property sought to be attached is not exempt from exempt from execution; that said property is not the personal earnings of said defendant for services rendered within prior to the commencement of this action; that the defendant is not the head and support of a family, and has not in good faith the maintenance and support of a widowed mother wholly dependant on him for support; and that the grounds of this attachment is that the claim is for work and labor (manual) performed by this claim; The affiant further makes being facts within his own knowledge which is true;

(Signed) Mary Winegardner

Issued Summons and order of attachment returnable March 21st 1904, on March 17th 1904 and gave it to Delmore Snodgrass Constable

Return of Order

March 17th 1904 at 9 A.M. I received this order March 18th 1904, I went to the place where the defendants property described in an inventory and appraisement was found; and there at 9 o'clock A.M. of said day in the presence and hearing of D. B. Robinson and J. R. Converse two credible persons, I did declare that by virtue of this order I attached said property, at the suit of Cary Winegardner Vs R. E. Robinson, and did then and there attach it and I then with D B. Robinson and J. R Converse two householders of the county of Union, after administering

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FOR Jerome TOWNSHIP.

to them an oath to truly inventory and appraise said property, made a true inventory and appraisement of said property being all that was attached; and said inventory and appraisement, signed by me and said householders is annexed and returned with this order said property now remains in my custody. (signed) Delmore Snodgrass Constable

March 21st 1904 at the time set for the return, the plaintiff, by his attorney D. E. Thornton appeared and it appearing from the return of the constable that service could not be had, in Union county upon defendant R. E. Robinson. Therefore this case is adjourned till May 2nd 1904 at 1 oclock P.M. for publication

May 2nd 1904 by consent of parties case adjourned to May 10th 1904 at 10 oclock A.M.

May 7th 1904, Received of R. E. Robinson $46.00

May 7th 1904, Received of J. P. McDowell $40.00 in full satisfaction of the within judgment.

D. E. Thornton Atty for P. Caulliffe.

, 18 , the Defendant in the above case came and by

his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

do hereby promise and undertake to pay the amount against of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires

J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO, } IN JUSTICE'S COURT,
Union COUNTY, SS. }

Lgr. E. L. Harrell & Son, Publishers, Springfield, Ohio.

Anna E. Smith

Pl'ffs.

vs.

Harry Charra

Def'ts.

Judgment, $

JUSTICE'S FEES.	Plff's Cost. Dols.	Plff's Cost. Cts.	Def'ts Cost. Dols.	Def'ts Cost. Cts.
Summons		25		
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing 1 Witnesses		5		
Adjournment				
Filing 2 Papers		10		
Transferring Jud.		15		
Record 400 Words		60		
Judgment		40		
Satisfaction		T 55		
Bail for Stay				
Execution and Filing				
Restitution Trans. and Certificate		paid		

CONSTABLE'S FEES.		
Sum., Serv., and Mileage 1 Copy	70	
Sub., Serv., and Mileage		
Sum. Appraisers		
Schedule and Bond		Paid
Serv. Garnishee		
Att. Trial		
Sum., Jury and Mileage		
Copies		
Ex. and Per Cent.		

WITNESSES.

Before J. P. McDowell Justice of the Peace.

No. 180 J. Irreforable detainer Amount Claimed, $

April 2nd 1904 18

The Plaintiff filed her ~~bill of particulars~~ complaint which is in substance as follows: To J. P. McDowell a justice of the peace in and for the township of Jerome in the county of Union and State of Ohio the undersigned Anna E. Smith a resident of the county of Union State of Ohio, doth hereby make her complaint to you against one Harry Charra For this: That the said Harry Charra hath, ever since the 1st day of April, in the year 1904, and doth still, unlawfully and forcibly detain, from the undersigned, Possession of the following premises, situated in the township of Darby in said county of Union, and described as follows:

Consisting of about thirty acres around the house or buildings and horse barn and buildings situated on the farm known as the old Bruce Robinson farm and now belonging to Anna E. Smith The said Harry Charra entered upon said premises as the tenant of R. E. Robinson who leased it from this Anna E. Smith, the lease therefore expired at the time herein first mentioned; and from that time the said Harry Charra hath unlawfully and forcibly held over his said term;

On the 27th of February A.D. 1904 the under signed duly served upon the said Harry Charra, as required by law, notice in writing, to leave said premises. The undersigned asks process and restitution &c. Dated this 2nd day of April A.D. 1904

(Signed) Anna E. Smith

On the same day is summons returnable April 6th 1904 at 1 p.m.

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T, FOR Jerome TOWNSHIP.

Return of Summons
Received this writ April 2nd 1904 and April 2nd 1904 served the same on the defendant by leaving certified copy thereof personally with him (Signed) Delmore Snodgrass Constable
April 6th 1904 Plaintiff appeared and after waiting one hour defendant failed to appear, Plaintiff was sworn and testified from which testimony I find that plaintiff has a right to restitution of said premises.
It is therefore considered by me, that the said plaintiff have restitution of the premises mentioned and described in his complaint, and recover of said defendant the costs herein taxed at two dollars and twenty five cents and costs that accrue
April 8th 1904 Received from Anna E. Smith } J. P. McDowell J. P.
Costs to this date

the Peace.

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good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:
In pursuance of the Statute in such case made and provided, I, ...
as surety for the above Stay of Execution on the above Judgment of .....
against ..... do hereby promise and undertake to pay the amount
of said Judgment, interest and costs, and the costs that may accrue.
....., Surety.

Taken by and signed and acknowledged before me, and surety approved, this .....
day of ..... A. D. 18..... } Stay of Execution expires .....
J. P. } 18..... Am't then due $.....
....., 18..... Issued an Execution for .....
returnable ....., 18....., and
....., Constable.
delivered the same to .....
Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the ..... day of
..... A. D. 18....., the said
..... obtained a judgment against the said .....
on the docket of ..... J. P.
for ..... Dollars and
..... cents, and costs taxed
..... and the said
..... intends to appeal
therefrom to the Court of Common Pleas of .....
County. Now, therefore, I, ...
of ..... do hereby
promise and undertake to the said .....
in the sum of .....
..... Dollars,
that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this ..... day of ..... A. D. 18.....
..... J. P.

No. ..... Doc. ..... Page .....

Farmer's National Bank

vs.

Staley Bro's

EXECUTION.

Ret. and Filed 189

Justice of the Peace.

Judgment,	$168.75
Interest,	
Costs,	1.10
Increase Costs,	40
Total,	170.25
Amount Credits,	
Balance,	

..... 189 ..., *Rec'd this Writ, and by virtue thereof I levied on and advertised for sale the property of the within named* .....

An inventory of all property so levied upon, sold and remaining unsold by virtue hereof, is hereto annexed.

Made by sale of property,	$
Cash paid by Defendant,	
Total amount made,	
Poundage, 4 per cent.,	
Service,	40
Mileage,	20
Advertisement,	75
Paid to Justice,	
Balance,	1.35

Frank Allen

Constable.

Published by The Ruggles-Gale Co., Blank Book Manufacturers and Legal Blank Publishers, Columbus, O.

PROPERTY LEVIED UPON.

July 19-1904 I levied upon One Sorrel Horse One Buggy Carriage

PROPERTY SOLD.

Advertised returned and sold at Keefner's barn as ordered by defendant to Defendant

UNSOLD FOR WANT OF .....

Property returned to defendant O. E. Staley

7-6-2 Published by The Ruggles-Gale Co., Blank Book Manufacturers and Legal Blank Publishers, Columbus, Ohio.

EXECUTION.

Revised Statutes, Section 6663.

THE STATE OF OHIO,

Jerome Township, Union County, ss.

To Frank Allen special Constable of said County:

Whereas, On the 18th day of July A. D. ~~18~~ 1904 The Farmers National Bank of Plain City Ohio obtained a judgment against Staley Bro's

before me, the undersigned J. D. McDowell a Justice of the Peace of the Township aforesaid, for the sum of one hundred & sixty Eight dollars and seventy five cents on a claim, and for one ~~hundred & sixty~~ dollars, and ~~seventy five~~ cents, costs, upon which judgment there is due, of principal, interest, and costs the sum of one hundred & Sixty nine dollars and Eighty five cents.

You are therefore hereby commanded to collect the said amount due on said judgment with costs endorsed and increase, and increase of interest at the rate of six per centum yearly, out of the personal property of the said Staley Brothers

and pay the same to the party entitled thereto; and make return of this execution and a certificate thereon, showing the manner in which you have executed the same, in thirty days from the time of your receipt hereof.

Given under my hand, this 19th day of July A. D. ~~18~~ 1904

J. D. McDowell
Justice of the Peace of said Township.

Farmers National Bank
Plain City Ohio
vs
Staley Bros

Statement of indebtedness

Filed July 18th 1904
J. P. McDowell J.P.

Wm ATKINSON, PRESIDENT.
C. F. DUTTON, VICE PRESIDENT.

CEPHAS ATKINSON, CASHIER.
J. R. WOODS, ASST CASHIER.

5522.

The Farmers National Bank

Plain City, O. July 18th, 1904. 190

O.E.Staley & Co. DR. To

Farmers National Bank. Plain City, Ohio. $168.75

Staley Bros.

THE STATE OF OHIO,
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

The Farmer's National Bank, Plain City, Ohio. Pl'ffs.

vs.

Staley Bros' Def'ts.

Judgment, $168.75

Before J. P. McDowell Justice of the Peace.

No. 181 Amount Claimed, $168.75

July 18th 1904 18

The Plaintiff filed bill of particulars which is in substance as follows: On above date one of the defendants O. E. Staley of the firm of Staley Bros. came and waived Process and summons in above action and confessed that the firm of Staley Bros. are indebted to The Farmers National Bank ~~open debted~~ the amount shown in the following statement of said indebtedness on file.

O. E. Staley & Co. Dr. to
Farmers National bank. Plain City Ohio
$168.75

Said O. E. Staley also confessed that the correct firm name is Staley Bros

July 18th 1904
It is therefore considered by me the the Plaintiffs herein recover from the defendants herein by confession the sum of one hundred and sixty eight and 75/100 dollars debt and costs as per items in the margin of this case and interest at 6% and costs that accrue

J. P. McDowell J. P.

July 19th 1904 Execution issued by order of the Plaintiff

By regular constable being sick I appointed Frank Allen Special constable for this case

July 29th 1904. Execution ordered returned by plaintiff. Execution returned.
Case dismissed by order of plaintiff without prejudice to a new action
and costs paid by defendant.
Return of execution:
property levied on July 19th 1904, One sorrel horse, one double carriage
Property ordered returned and cost of keeping horse paid by defendant. Property

JUSTICE'S FEES.	Pl'ff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons				
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment				
Filing / Papers	5			
issuing ex.	45			
Record 200 Words	30			
Judgment	40			
Satisfaction	20			
Bail for Stay				
Execution and Filing				
Judgt on docket	15			
Trans and Certificate				
A. P. P. Const	40			
	195			

CONSTABLE'S FEES.
Sum., Serv., and Mileage
Sub., Serv., and Mileage
Sum. Appraisers
Schedule and Bond
Serv. Garnishee
Att. Trial
Sum., Jury and Mileage
Copies
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WITNESSES.

T, FOR Jerome TOWNSHIP.

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STAY OF EXECUTION

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In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

do hereby promise and undertake to pay the amount

against
of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires
J. P. } 18 . Am't then due $

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Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of
A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P.
for Dollars and
cents, and costs taxed
and the said
intends to appeal
therefrom to the Court of Common Pleas of
County. Now, therefore, I,
of do hereby
promise and undertake to the said
in the sum of
Dollars,
that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO,
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Frank Schaeffing

Pl'ffs.

vs.

Frank Staley

Def'ts.

Judgment, $

Before J. P. McDowell Justice of the Peace.

No. 182 Amount Claimed, $25.00

July 28th 1904 18

The Plaintiff filed his bill of particulars which is in substance as follows:

Frank Staley Bought of Frank Schaeffing.
dealer in Choice family groceries

May 28 Coupon Book	5.00
June " "	.50
July 13 Cash	15.00
	25.00

Issued summons returnable Aug. 1st at 9 o'clock P. M.

Return

Received this writ July 28th 1904 and July 28th 1904 served the same on defendant by leaving certified copy thereof at his place of residence, Constables fees service and return 25c. Copy 25c mileage 1 mile 20c total 70 cts (Signed) Delmore Snodgrass. Constable

Undertaking for costs

This undertaking witnesseth:
Whereas Frank Schaeffing a non resident of Jerome township Union county, Ohio, having brought an action against Frank Staley before the undersigned J. P. McDowell, a justice of the peace of said township, who requires security for costs therein to be given:
Now, we, the said Frank Schaeffing and J. T. Evans (his surety) hereby undertake and promise the said Frank Staley, to pay all that may accrue in said action. Frank Schaeffing
J. T. Evans

Taken by, and signed and acknowledged before me this 1st day of August A.D. 1904
J. P. McDowell
Justice of the Peace

Aug. 1st 1904 parties met defendant not ready as ked for a continuance. Case continued to Aug. 8th 1904 at 9 oclock A.M. Sun time

JUSTICE'S FEES.	Pl'ff's Cost. Dols.	Pl'ff's Cost. Cts.	Def'ts Cost. Dols.	Def'ts Cost. Cts.
Summons		25		
Affidavit				
Order of				
Undertaking for costs		40		4
Subpœna Names				
Swearing Witnesses				
Adjournment		D		20
Filing Papers		16		
Record 100 Words		15		
Judgment				
Satisfaction		Paid		
Bail for Stay				
Execution and Filing				
Trans. and Certificate				

CONSTABLE'S FEES.				
Sum., Serv., and Mileage & copy		70		Paid
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond				
Serv. Garnishee				
Att. Trial				
Sum., Jury and Mileage				
Copies				
Ex. and Per Cent.				

WITNESSES.				

Aug. 8

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T, FOR Jerome TOWNSHIP.

Aug. 8" 1904 Case dismissed and plaintiff paid the costs

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STAY OF EXECUTION

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In pursuance of the Statute in such case made and provided, I, ...

as surety for the above Stay of Execution on the above Judgment of .....

.....do hereby promise and undertake to pay the amount

against .....

of said Judgment, interest and costs, and the costs that may accrue.

....., Surety.

Taken by and signed and acknowledged before me, and surety approved, this .....

day of ..... A. D. 18..... } Stay of Execution expires .....

J. P. } 18..... Am't then due $ .....

....., 18..... Issued an Execution for .....

returnable ....., 18....., and

delivered the same to ....., Constable.

Execution returned and endorsed as follows:

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Appeal Undertaking.

Whereas, on the ..... day of .....

A. D. 18....., the said .....

obtained a judgment against the said .....

on the docket of ..... J. P.

for ..... Dollars and

..... cents, and costs taxed

..... and the said

..... intends to appeal

therefrom to the Court of Common Pleas of .....

County. Now, therefore, I, ...

of ..... do hereby

promise and undertake to the said .....

..... in the sum of .....

..... Dollars,

that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

.....

Executed and acknowledged before me, and surety approved this ..... day of ..... A. D. 18.....

..... J. P.

THE STATE OF OHIO,
Union COUNTY, SS.)

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

M. A. Guy Adm-of the Estate of Rodney F Guy Deceased Pl'ffs.
vs.
Jas. Guy Def'ts.

Judgment, $47.66

Before J. P. McDowell Justice of the Peace.

No. 183 Amount Claimed, $48.38

Aug 15th 1904 18

The Plaintiff filed his bill of particulars which is in substance as follows: The Plaintiff says there is due him from said defendant the sum of $48.38 for necessaries or groceries and that Plaintiff asks judgment against said defendant in the sum of forty Eight and 38/100 dollars and interest at the rate of 6 per cent from Aug. 15th 1904 and costs

(Signed) D. E. Thornton
Plaintiffs attorney

To the above bill of particulars the following was added after I issued the summons. To wit: Amendment $12.60 of the above amount is for and balance less 72¢ groceries or necessaries.

Aug. 30th 1904 issued summons for defendant returnable Sept. 5th at 1 P.M.

Return of Summons

Received this writ Aug. 30th 1904, and Aug. 30th 1904 served the same on defendant by leaving certified copy thereof at his residence.

Constable's fees on this writ copy 25¢ service and return 25¢ mileage one mile 20 total 70¢ Signed Delmore Snodgrass

September 6th 1904 At the time set for trial Plaintiff appeared, and after waiting one hour defendant failed to appear, Plaintiff demanded Trial, Trial had. Plaintiff sworn, who testified as to his administratorship and produced deceadants books containing above account, From said account I find said defendant indebted to said plaintiff in the sum of $47.66

Therefore it is considered by me that the plaintiff, as said administrator, recover from said ~~plaintiff~~ defendant the sum of forty seven and 72/100 dollars debt and his costs ~~this~~ as taxed in the margin of this case at $ and interest 6% and costs that accrue

J. P. McDowell J.P.

JUSTICE'S FEES.	Plff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit				
Order ~~of~~ to person liable		40		
Undertaking				
~~Notice~~ to defendant Subpœna / Names		40		
Swearing / Witnesses		5		
Adjournment				
Filing 2 Papers		10		
~~Cr~~ of person liable		~~40~~		cash
Record 300 Words		45		
Judgment		40		
Satisfaction				
Bail for Stay				
Execution and Filing				
Judgment on docket		15		
Trans. and Certificate		70		
Trans. judgment costs all paid		15		
Sitting in case				100

CONSTABLE'S FEES.		
Sum., Serv., and Mileage & copy	70	
Sub., Serv., and Mileage order to attach		
Sum. Appraisers	1,70	
Schedule and Bond		
Serv. Garnishee		
Att. Trial	1.00	
Sum., Jury and Mileage		
Copies		
Ex. and Per Cent.		

WITNESSES.

T, FOR Jerome TOWNSHIP.

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Dowell J.P.

Transcript ordered by plaintiff to place on execution docket at Marysville Ohio
Transcript given and all costs in the case paid by plaintiff.
August 25th 1905 M. P. Guy admr. came and remitted the costs provided the defendant shall
the balance of the judgment. I hereby Transfer my rights in above judgment
To Tessa Guy and give her authority to receive the same

May 2nd 1906 The defendant having failed to } M. P. Guy admr
Pay the judgment as agreed so I this day retransfer this to M. P. Guy admr
of the estate of Rodney F. Guy deceased.

Tessa R. Guy.

May 2nd 1906 M. P. Guy admr Personally appeared and made oath that
he had good reason to and did believe that Clark Rickard had money in
his hands liable to be taken in the proceedings for the aid of execution
for the recovery above judgment and costs.
on the same day I issued an order to said Clark Rickard to appear and
answers as to his indebtedness to said defendant and I also issued
~~said~~ a notice to the defendant Jasper Guy of said order to Clark Rickard
to appear and answer May 7th 1906 at 1 oclock P. M.
May 3rd 1906 I found that ~~the hearing in~~ the hearing in this case
cannot be set for less than 5 days from the date of the order so I gave each
Clark Rickard and Jasper Guy notice that the hearing would be
set for May 8th 1906 at 1 P. M. Hearing had May 8th found in hands
of Clark Rickard the sum of $103.74. Deferred my decision to May 10th 1 P.M.
extended time May 12th at 1 P.M. Allowed Rickard to pay the material and
delivering same Hall and Strickland sworn to by H. Hall $42.75
for Nusmaker Gravel & Sand " " Nusmaker 12.45
Wayne Mackam cinders furnished " " J. R. Guy 6.50 $61.70

continued on Page 434

, 18 , the Defendant in the above case came and by
his surety, resident of the County, approved by me as
good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,
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J. P. } 18 . Am't then due $

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Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of
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intends to appeal
therefrom to the Court of Common Pleas of
County. Now, therefore, I,
of do hereby
promise and undertake to the said
in the sum of
Dollars,
that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

412

THE STATE OF OHIO,
Union COUNTY, SS.

IN JUSTICE'S COURT,

712 E. L. Barrett & Son, Publishers, Springfield, Ohio.

M. P. Guy adm. of Rodney F. Guy estate

Pl'ffs.

vs.

Roy Weaver

Def'ts.

Judgment, $40.75

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons		25		
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing / Witnesses		5		
Adjournment				
Filing 2 Papers		10		
Record 200 Words		30		
Judgment		40		
Satisfaction				
Bail for Stay				
Execution and Filing				
Judgment on docket		15		
Trans. and Certificate				

CONSTABLE'S FEES.		
Sum., Serv., and Mileage & Copy		70
Sub., Serv., and Mileage		
Sum. Appraisers		
Schedule and Bond		
Serv. Garnishee		
Att. Trial		
Sum., Jury and Mileage		
Copies		
Ex. and Per Cent.		

WITNESSES.		

Before J. P. McDowell Justice of the Peace.

No 184 Amount Claimed, $40.75

Aug. 15th 1904 18

The Plaintiff filed his bill of particulars which is in substance as follows: The said plaintiff says there is due from said defendant the sum of $40.75 for groceries and necessaries and plaintiff asks judgment for forty and 75/100 dollars with interest ~~at 6%~~ from Aug. 15th 1904 and costs.

(Signed) D. E. Thornton
Attorney for plaintiff

Issued Summons returnable Sept. 5th 1904 at 1 P.M. Aug. 30th 1904

Return of Summons

Received this Aug. 30th and Aug. 30th 1904 served the same on defendant by leaving certified copy thereof at his residence. Service and return 25¢ copy 25¢ ~~copy~~ mileage one mile 20¢ Total 70¢

(Signed) Delmore Snodgrass Constable.

September 5th 1904 Time for Trial Plaintiff appeared and after waiting one hour defendant failed to appear, Plaintiff demanded trial had, Plaintiff ~~Sworn~~ and testified that he was duly appointed administrator of the estate of Rodney F. Guy deceased and showed evidence of the deceased's books having the indebtedness of defendant to deceased.

From which evidence I find said defendant indebted to said Plaintiff in the said sum of forty and 75/100 dollars,

Therefore it is considered by me that Plaintiff recover from said defendant, in default, the sum of forty and 75/100 dollars debt and his costs herein taxed at $1.95 as per items in the margin of this case and interest at 6 per cent and costs that accrue.

J. P. McDowell J. P.

Plaintiff asked for a Transcript on above case to place on the execution docket at Marysville Ohio Transcript given and costs paid including cost of Transcript $ 2.50

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STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires
J. P. } 18 . Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO,
Union COUNTY, SS.

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

D. L. Sherwood & F. B. McCullaugh doing business and the firm name of Sherwood & McCullaugh

Pl'ffs.

vs.

Arthus Rausch

Def'ts.

Judgment, $ 8.25

Before J. P. McDowell Justice of the Peace.

No. 185

Amount Claimed, $ 8.25

October 4th 1904 18

The Plaintiff filed their bill of particulars which is in substance as follows: The said plaintiffs say that is due them from the said defendant the sum of $8.25 for claim and interest, to wit: for one overcoat, sold and delivered to said defendant at his request, which due and unpaid for which amount plaintiffs ask judgment.

Issue summons, returnable Oct. 11th 1904 at 8 oclock A.M.

(Signed) J. H. Shultz plaintiffs attorney

At the same time Plaintiffs filed an affidavit for attachment, under the head of, necessities, against said defendant also alleging that Christ Rausch had property of said defendant in his possession, to-wit wages due him.

On the same day I issued summons and order of attachment and order for Garnishee to appear and answer returnable oct. 11th 1904 at 8 oclock A.M.

Oct. 11th 1904 at the time set for trial the Plaintiff F. B. McCullaugh appeared and after waiting one hour defendant failed to appear. Plaintiff demanded trial, Trial had F. B. McCullaugh was sworn and testified and from said testimony I find said defendant indebted to said plaintiffs the amount claimed

Therefore it is considered by me that the Plaintiffs recover from the defendant, in default, the sum of eight and 25/100 dollars debt, and their cost as taxed in the margin of this case and costs that accrue.

J. P. McDowell J.P.

October 12th 1904 Christ Rausch the garnishee in above case came and was examined by me after he was duly sworn and his

JUSTICE'S FEES.	Pl'ff's Cost. Dols.	Pl'ff's Cost. Cts.	Def'ts Cost. Dols.	Def'ts Cost. Cts.
Summons		25		
Affidavit		40		
Order of		40		
Undertaking		40		
Subpœna Names				
Swearing / Witnesses		5		
Adjournment				
Filing 3 Papers		15		
Record 200 Words		45		
Judgment		~~40~~		
Satisfaction		2 50		
Bail for Stay				
Execution and Filing		Paid		
Trans. and Certificate				
CONSTABLE'S FEES.				
Sum., Serv., and Mileage		80		
Sub., Serv., and Mileage				
Sum. Appraisers				
Schedule and Bond		~~40~~		
order of att. Serv. Garnishee		40		
Att. Trial		40		
Sum., Jury and Mileage				
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Examination: reduced to writing. To writing by me and in said disclosure I find garnishee is indebted to said defendant the sum of nine dollars; which ~~and~~ amount he paid into my hands. After deducting the costs I paid Sherwood and McCullough the balance

, 18 , the Defendant in the above case came and by his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, as surety for the above Stay of Execution on the above Judgment of against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this day of A. D. 18 } Stay of Execution expires
J. P. } 18 Am't then due $

, 18 . Issued an Execution for returnable , 18 , and delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said obtained a judgment against the said on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

Nov 16 1906

Received from J. P. McDowell & S

One Hundred & Thirteen 50/100 Dollars

Judgment of Thos Walker & S. W. Hutchisson

$113.50 J. P. Kritline

THE STATE OF OHIO,
Union COUNTY, SS.

IN JUSTICE'S COURT,

7-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Thomas Walker

Pl'ff's.

vs.

L. W. Hutchisson

Def'ts.

Judgment, $107.

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons	25			
Affidavit				
Order of				
Undertaking				
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Swearing Witnesses				
Adjournment				
Filing 2 Papers	10			
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Record 200 Words	30			
Judgment	40			
Satisfaction				
Bail for Stay	40			
Execution and Filing				
Trans. Judgment	15	Paid		
Trans. and Certificate				

CONSTABLE'S FEES.
Sum., Serv., and Mileage
Sub., Serv., and Mileage
Sum. Appraisers
Schedule and Bond
Serv. Garnishee
Att. Trial
Sum., Jury and Mileage
Copies
Ex. and Per Cent.

WITNESSES.

Before J. P. McDowell Justice of the Peace.

No. 186 Amount Claimed, $107.

Aug. 9th 1905 18

The Plaintiff filed his bill of particulars which is in substance as follows: L. W. Hutchisson Dr. To Thos. Walker for work and labor by driving a well on said Hutchisson's farm Nov. 23" 1904 being 109 feet deep amount $109.00 and one pump at $13.00 Total $122.00.
Credit on above amount 10 days work done by said Frank Hutchisson at $1.50 per day amt $15.00 leaving a balance now due of $107.
Dated this 9th of August 1905. (Signed) Thos. Walker

I sent Hutchisson as Summons for his appearance August 14th 1905 at 1. P. M.

At which time Hutchisson appeared and confessed his indebtedness to the amount claimed by plaintiff.

It is thereupon and on said day considered by me that the said Thomas Walker recover of the said L. W. Hutchisson one hundred and seven dollars debt and his costs herein taxed at $1.05 as follows sum 25; bill of par. 5 docket entries 30 cnt. Judgment 40.

J. P. McDowell J.P.

Bond for Stay of Execution

Thomas Walker, Plaintiff
vs.
Luther W. Hutchisson, Defendant

Before J. P. McDowell justice of the Peace in and for Jerome Township Union county Ohio - Bond for Stay of Execution.

In pursuance of the Statutes in such cases made and provided, The United States Fidelity and Guaranty Company as surety for the Stay of execution on the above judgment of Thomas Walker against Luther W. Hutchisson do hereby promise and undertake to pay the amount of said judgment interest and costs and costs that may accrue

(Signed) Luther W. Hutchisson
The United States Fidelity and Guaranty Co.
By S. Dolbear Genl agent
L. Pipher Atty for U. S. Fidelity & Guaranty Co.

Taken and Surety approved this 22" day of Aug. A.D. 1905
J. P. McDowell J.P.

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The plaintiff came and transferred his claim in above judgment to J.P. Cratline of Unionville Center Ohio, this 16th day of Sept. 1905 for value received Thomas Walker

June 14" 1906 Received $25. - bal. due $1.87

Aug. 28th 1906 " 35. " " $4.61 + 2.14 for collecting = 6.75

~~Sept. 4" 1906 Re~~ Paid above to judgment creditor which he receipted for $60.

Sept. 3 Received from Hutchisson $25.00 Sept. 12" Received Check for $10.00 Oct. 13" Received $12.00 Balance due Oct 24" 1906 $10.20

Oct 10th 1906 Received $10.20 the balance in full of judgment & costs

, 18 , the Defendant in the above case came and by

his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I,

as surety for the above Stay of Execution on the above Judgment of

against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this

day of A. D. 18 } Stay of Execution expires

J. P. } 18 Am't then due $

, 18 . Issued an Execution for

returnable , 18 , and

delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said

obtained a judgment against the said

on the docket of J. P.

for Dollars and

cents, and costs taxed

and the said intends to appeal

therefrom to the Court of Common Pleas of

County. Now, therefore, I,

of do hereby

promise and undertake to the said

in the sum of

Dollars,

that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

418

THE STATE OF OHIO,
Union COUNTY, SS.

IN JUSTICE'S COURT,

1-12. E. L. Barrett & Son, Publishers, Springfield, Ohio.

Howard Schoby

Pl'ffs.

vs.

L. A Mosier

Def'ts.

Judgment, $.....

JUSTICE'S FEES.	Piff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons	25			
Affidavit				
Order of				
Undertaking				
Subpœna Names				
Swearing Witnesses				
Adjournment	15			
Filing 2 Papers	10			
Venire for Jury			40	
Record 200 Words	30			
Judgment	40			
Satisfaction	15			
Bail for Stay				
Execution and Filing	Paid			
Trans. and Certificate				

CONSTABLE'S FEES.		
Sum., Serv., and Mileage	Copy 1.05	Paid
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Sum. Appraisers		
Schedule and Bond		
Serv. Garnishee		
Att. Trial		
Sum., Jury and Mileage		
Copies		
Ex. and Per Cent.		

WITNESSES.

Before J. D. McDowell Justice of the Peace.

No. 187 Amount Claimed, $ 56.20

Sept. 11th 1905 18

The Plaintiff filed his bill of particulars which is in substance as follows: The plaintiff says there is due him from the defendant the sum of Fifty dollars for material furnished by said plaintiff and put upon said defendants farm, at said defendants request, being a balance due on settlement made on September 23rd 1902 Allowing a credit of two dollars for hauling hay, for which amount, with interest thereon at the rate of 6 per cent, from the 23rd day of December 1902 the plaintiff asks and costs

Issue summons returnable Sept 16th 1905 at 1 oclock P. M. (Signed) Howard Schoby
Plaintiff

Issued summons returnable Sept 16th 1905. at 1 oclock P. M.

Return of summons

Received this writ Sept. 11th 1905 and Sept. 12th 1905 served the same on defendant by leaving certified thereof at his residence Service and return .50, Copy 25, Mileage 6 miles .30 total $1.05

(Signed) Delmore Snodgrass
Constable

Sept. 16th 1905 at the set for appearance Parties met Defendant and left a tender of $44.56 as settlement in full of plaintiffs claim and ~~two and thirty~~ $2.00 costs which plaintiff refused. and asked for trial. Defendant asked for trial by jury jury impannelled.

The following persons were chosen as jurmen Jos Michaels, Geo, Stevens Chas. Gardner James Price, Isaac Braithwaite and Harry Stevens. Case adjourned by agreement to Sept. 23d. 1905 at 12 oclock P. M. Standard time

Sept. 16th 1905 8 P. M.

Plaintiff came and accepted the defendants tender and dismissed the case

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Defendants

, 18 , the Defendant in the above case came and by his surety, resident of the County, approved by me as good and sufficient surety, caused an undertaking for the

STAY OF EXECUTION

to be entered herein, which follows:

In pursuance of the Statute in such case made and provided, I, as surety for the above Stay of Execution on the above Judgment of against do hereby promise and undertake to pay the amount of said Judgment, interest and costs, and the costs that may accrue.

, Surety.

Taken by and signed and acknowledged before me, and surety approved, this day of A. D. 18 } Stay of Execution expires
J. P. } 18 . Am't then due $

, 18 . Issued an Execution for returnable , 18 , and delivered the same to , Constable.

Execution returned and endorsed as follows:

Appeal Undertaking.

Whereas, on the day of A. D. 18 , the said obtained a judgment against the said on the docket of J. P. for Dollars and cents, and costs taxed and the said intends to appeal therefrom to the Court of Common Pleas of County. Now, therefore, I, of do hereby promise and undertake to the said in the sum of Dollars, that the said appellant, if judgment be adjudged against him on the appeal, will satisfy such judgment, with interest and costs and costs that may accrue; and also that the said appellant will prosecute his appeal to effect and without unnecessary delay.

Executed and acknowledged before me, and surety approved this day of A. D. 18

J. P.

THE STATE OF OHIO,
Union COUNTY, SS.

IN JUSTICE'S COURT,

7-12 E. L. Barrett & Son, Publishers, Springfield, Ohio.

David. Farmwald

Pl'ffs.

vs.

Daniel Scott

Def'ts.

Judgment, $

Before J. P. McDowell Justice of the Peace.

No. 188 Amount Claimed, $3.00

October 13th 1905 18

The Plaintiff filed his affidavit in Attachment bill of particulars which is in substance as follows: Before J. P. McDowell one of the Justices of the Peace in and for said county, came David Farmwald who being Duly sworn, says that the claim in this action is for money got and received by Daniel Scott, of him, to the amount of $3.00, and amount agreed upon by said plaintiff and defendant. And the said David Farmwald also makes oath that the said claim is just, and that he ought as he believes, to recover thereon three dollars; he also further makes oath that the property he is about to have attached is not exempt from execution; and that said Daniel Scott is a non-resident of said county of Union; And the said David Farmwald further makes oath and says that he has good reason to, and does believe that Charley Eversole of said county, has in his possession property or money the property of said defendant. (Signed) David Farmwald

On the same day I issued & issued an order of attachment in said case and a Summons returnable October 18th 1905 at 3. P. M.

Return of Order

I could not come at the property alleged to be in the possession of Charley Eversole the garnishee; and October 14th 1905 at 9 oclock A. M. I served on said garnishee Charley Eversole, a copy of this and a notice to appear and answer, by leaving said notice with Charley Eversole, a copy of which notice is hereunto annexed I also served defendant with a copy of this order

(Signed) Delmore Snodgrass
Constable

Return of Summons

Received this writ Oct 13th 1905 and on the 14th 1905 served the same on the defendant

JUSTICE'S FEES.	Pl'ff's Cost. Dols.	Cts.	Def'ts Cost. Dols.	Cts.
Summons	~~25~~			
Affidavit	40			
Order of	40			
Undertaking				
2 Subpœnas, 4 Names each	20		20	
Swearing 9 Witnesses	20		25	
1st Garnishee	40			
Adjournment	20			
Filing 4 Papers	10		10	
Venire	~~40~~		40	
Record 500 Words	75			
Judgment	40			
Satisfaction				
Bail for Stay				
Execution and Filing				
Sitting	1 00			
Trans. and Certificate	~~100~~			

CONSTABLE'S FEES.			
Sum., Serv., and Mileage	70		
Sub., Serv., and Mileage	65		1.55
Sum. Appraisers on order of Att. mile	1.50		
Schedule and Bond			
Serv. Garnishee	1 00		
Att. Trial			
Sum., Jury and Mileage	1 20		
Copies			
Ex. and Per Cent.			

WITNESSES.			
C. Eversole garnishee	65		
Jacob Eashaw	50		
Jacob Farmwald	50		
David Farmwald	50		
Grande Beard	Pd.	50	D.S
Wm Lontz		50	
Chas Scott		50	
Joe Shepard			
Jury fee		3.75	

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Oct. 18th 1905- Parties both present on time garnishee examined showing that he had $14.00 which he was owing the defendant Daniel Scott which he paid into the hands of the court.
The case was called defendant not being ready, he called for a jury trial, Jury impaneled, the following Jurors were chosen: G. E. Kilbury Chas Gardner, E. L. Artz, James Price, Will Soleman, and G. W. Stevens Plaintiff asked to have the following persons subpenied John Easly, Jacob Farmwald, David Farmwald Jr. and L. H. Miller, For defendant, James Beard Wm. Lortz Chas Scott and Joe. Sheppard, Issued venire and sub-poenas, Case adjourned to Oct. 23rd at 6 P.M.

Oct 23rd 1905- Parties met, Jury was called five present viz: G. E. Kilbury, E. L. Artz, Charles Gardner James Price and G. W. Stevens, qualified and sworn, plaintiffs witnesses called sworn and testified the Plaintiff, Jacob Easely, Jacob Farmwald and David Farmwald, For defendant, the defendant, Chas. Scott, Joe Sheppard Wm. Lortz and James Beard sworn and testified. after which the case was given to the Jury who brought in the following verdict.
We the Jury, do find and assess the plaintiffs claim against the defendant, to the sum of three dollars. (Signed) G. W. Stevens Foreman.
Therefore it is considered by me that the plaintiff recover from the defendant Daniel Scott the sum of three dollars and his costs herein taxed at $13.75 as per items in margin of this case J. P. McDowell J.P.

Continued from Page 83

C. H. Dort as Supervisor etc (Plaintiff) Before ~~J. P. McDowell~~ J. P. McDowell

Douglass Sherwood (defendant) J. P. of Jerome township Union County Ohio

The Justice overruled said motion and the defendant to said opinion and ruling of the Justice as to said motion excepts.

Also further the defendant as an additional defense attempted to offer in evidence to the jury his setoff of which the following is a copy

August 20th 1888 to the Trustees of Jerome T. P. Union Co. O.

I hereby certify that D. S. Sherwood has performed 1/2 day on the public highway under my direction

Signed B. H. Pickett Supervisor

J. V. Evans

The plaintiff objected to this testimony as irrelevant and incompetent. The justice sustained the objection and refused to permit said testimony to be given and the same was ruled out and not given, and the defendant to said opinion and ruling of the Justice as to said testimony excepts and prays said Justice to set his official hand to this bill of exceptions which is done accordingly. (Signed) J. P. McDowell J. P.

John F. Kilbury Plaintiff
vs
The Pittsburgh Cincinnati Chicago & St Louis Railway Company
No 46

Brought forward from page 135

At the return day for trial. At the time set ~~for trial~~ the plaintiff and his atty D.K. Ayers with their witnesses appeared. The defendant through its Attorney Heber Kenaga appeared and filed an offer to confess: Which follows.

The defendant The Pittsburgh, Cincinnati, Chicago & St Louis Railway company, now comes and offers to confess judgment against itself and in favor of the plaintiff herein for the sum of fifty five (55) Dollars and the costs that have accrued up to this hour, the same to be in full satisfaction & settlement of the account or claims sued on by plaintiff in this action (signed) The Pittsburgh, Cincinnati, Chicago & St Louis Railway Company

Aug 15th 1891. Way Co. Esq Frank Chance its Atty

The plaintiff was sworn and testified. The witnesses F. Chapman, Earnest Chapman, Chas Kilbury and James Kilbury all sworn.

The plaintiff refused to accept the defendants offer as shown above. No other defense made ~~to the~~ I do find from evidence of the plaintiff that he is damaged by defendant in sum asked for in his bill of particulars namely ~~two hundred dollars~~ one hundred and twenty seven dollars.

Therefore it is considered by me the plaintiff John F Kilbury recover of the defendant The Pittsburgh, Cincinnati, Chicago and St Louis Railway Company the sum of one hundred and twenty seven dollars damages and his costs herein taxed at nine dollars and ~~eighty~~ seventy cents as per items Justice fees summons 25- Sub. 4 names 40 swearing 5 witnesses 25- filing 3 papers 15- record 900 words 120 judgment 40 $2.65- Constables costs on summons $1.15- on sub. $2.00 = 3.15 ~~on~~ witnesses fees E. Chapman 14 miles 1.40 E. Chapman 80 Chas Kilbury 80 James Kibury 80 - $4.10 Total $9.70 and interest at 6 per cent and costs that accrue

Notice of appeal given

Appeal bond filed August 21st 1891

Whereas on the 15th day August A.D. 1891 The said John F Kilbusy obtained a judgment against the said Pittsburgh Cincinnati Chicago and St. Louis Railway Com on the docket of J.P. W^c Dowell J.P. for one hundred and twenty seven dollars and costs taxed at ten dollars, and the said defendant intends to appeal therefrom to the court of Comonon Pleas of Union County

Now therefore The Pittsburgh Cincinnati Chicago & St Louis Railway Co. and Dr A. Boylan of Union County hereby promise and undertake ~~to pay~~ in the sum and to the amount of two hundred and eighty dollars, that the said appellant if judgment be adjudged against it on the appeal, will satisfy such judgment and costs; and also that said appellant will ~~satisfy~~ prosecute its appeal without unnecessary delay

Signed The Pittsburgh Cincinnati Chicago and St Louis Railway Company By Frank Chance its Atty

A.J. Boylan

Taken and surety approved this 21st day of August A.D. 1891

J.P. W^c Dowell J.P.

Continued from Page 179

John Durbin
Vs
Jacob Brown

heard and passed upon first, but by agreement of parties both the evidence on the dissolution and merits of the were heard at the same time

Parties agreed to try the case with the 4 remaining jurymen who were qualified and sworn. the defense asked that the motion to dissolve the attachment be first

Witnesses for the plaintiff were called and sworn as sworn; The plaintiff, John Glass Christian Durbin Willie Durban and James Garland The plaintiff testified and rested his case,

The defendant, his wife, Thomas Brown, David Linville, John Cunningham Jun, and John Cunningham sen, and Isaac White were sworn and examined.

I hereupon find that the allegations as set forth in the motion to edist only as to a part of the property of the property attached namely the fiedd situated on the N.E. Courtright farm which part I discharged and do order the property so discharged to be returned to the defendant, and other part of the motion I overruled, as to remaining part of the property taken in said attachment as shown in the inventory and appraisement

The case was then given to the jury on its merits,

The following verdict ~~verdict~~ was returned by the jury

We the jury, do find and assess the plaintiff's claim herein against the defendant, To the sum of sixty and 47/100 dollars

(signd) Daniel Taylor

It is therefore considered by me this 14th day of October A.D. 1892 that the [redacted] recover of the defendant the sum of sixty and 47/100 dollars debt and his costs herein taxed per items as shown in the margin of this case

J.P. McDowell J.P.

Continued from page 185

The jurors Wm. Bancroft, Charles Gordon, George Converse and J.K. Holycross were qualified and sworn.

The plaintiff's witnesses were called sworn and testified, Fred Sambka, alice Sambka and W.H. Williams for the plaintiff and G.W. Shreckengaust, Amanda Shreckengaust, J.W. Shreckengaust, George Crook and Harvey Davis were examined. The jury after hearing the evidence brought in the following verdict: to-wit

We the jury do find that the defendant is guilty, in manner and form as the plaintiff hath, in his complaint set forth, and that the same and that the matters therein set forth, are true.

(Signed) J.K. Holycross Foreman

It is therefore considered by me, that the said plaintiff have restitution of the premises mentioned in his said complaint, and recover of said defendant the Costs herein taxed at $8.45 as per items in margin of this case. J.P. McDowell J.P.

Defendant's costs $8.20 " " " " " "

Defendant gave notice that he would take the case up on error

Writ of restitution ordered March 22nd 1893. which I issued and delivered to John Riley constable on the same day.

~~Copy of~~ bill of exceptions filed March 23rd 1893

With the usual heading

Be it remembered, that on the return day of the summons for the trial of said action before the undersigned J.P. McDowell a justice of the peace in and for said township and county at his office therein on the 20th day of March A.D. 1893 the said defendant, to maintain his defense, made the following motion, / Alice Sambka for herself and

Alice Sambka ~~as~~ admx, Plaintiff } In forcible detainer

vs } Before J.P. McDowell. } Pof Jerome township

G.W. Shreckengaust } Union County Ohio. Motion

Now comes the defendant G.W. Shreckengaust and not for the purpose of entering his appearance herein, but for the purpose of this motion only, and moves the justice of the peace herein, to dismiss this action against him, and assigns for reasons, that the cause of action as set forth in the copy of the summons served him by the Constable is not in conformity with the statute in such cases made and provided, wherein it does not state a forcible entry and detention or a forcible detention only. And for the further reason that the complainant in in the title of the suit sues as Administrator and in the body of the summons claims guardianship only. And for the further reason that in the body of the summons complainant asks a judgment for said premises instead of a judgment for the restitution of said premises.

And further that a judgment for certain premises must be a judgment by a court of Record such as a court of Common Pleas or the like, and that the judgment prayed for is not within the jurisdiction ~~of the jurisdiction~~ of the any Justice of the peace to grant or render judgment upon. Motion overruled and excepted to by the defendant / G.W. Shreckengaust by his counsel H.M. Rouse

And be it further remembered

that on the trial of said action by jury before the undersigned J.P. McDowell a justice of the peace as aforesaid the said Plaintiff to maintain his action and bill of Particulars, among other things gave in testimony to the jury, to prove that other people in the past had had trouble in getting

this defendant off of their lands as set forth in the following question asked of William Williams, one of Plaintiff's witnesses.
Quest. Did he leave your place peaceably or did you take action at law to get him off.
Ans. I gave him two notices to leave that is a notice to leave and a summons
As per exhibit B.
To which ruling and opinion of the justice and as to said motion and as to said testimony, the defendant then and there excepted to, and prays said Justice to set his hand and seal which is done accordingly J.P. McDowell J.P. (Seal)
The Bill of exceptions is true with the exception that the plaintiff should be styled as guardian at the heading of the bill of exceptions as
Transcript given March 24th 1893

April 3rd 1893 Return of writ of restitution
Received this writ March 22d. 1893 and on the 23d. day of March 1893 I served the same on the defendant and he without force vacated the within described premises and I have restored the same to the plamtiff herein. I could not find any property of the defendants upon which to levy, on which to make the costs as ordered.
My fees Service 40¢ mileage 16 Miles 75¢ total $1,35-
Signed John Riley Constable

Brot forward from Page 187

Robert Purdum shall be and appear before before the Court of Common Pleas next to be holden in and for said County of Union on the first day of the term thereof and continue from day to day and then and there to answer a complaint of Anna Kramer against the said Robert Purdum as being the father of her bastard child and abide the order of the Court thereon, then this recognizance to be void otherwise to be and remain in full force

(Signd) R. H. Purdum
J. M. Purdum
Fred Kile

Taken and acknowledged before me the day and year aforesaid and Sureties approved J. P. McDowell J.P.

Transcript taken August 26th 1898

Jackson Vs Green

Continued from page 303

Parties settled case by plaintiff agreeing to take $30. in lieu of his judgment as given on page 303 Jan. 28th 1898

~~Feb. 7th 1898 Received from H. L. Green $17.11 $9.011 in hay which plaintiff took on his claim~~

~~Therefore it is considered~~

Feb. 7th 1898 plaintiff received from H. L. Green $9.11 in hay on the day he paid $3.00 in cash two dollars and ten cents of which I paid on an order by plaintiff to O. S. Dooley. Deft paid the constable's costs $4.80 in hay Feb. 24th 1898 Plaintiff ordered an execution which I issued, amt. $33.54 Feb. 28th 1898 constable made a partial return. he had received cash $33.21 and ~~paid~~ gave into my hands cash $12. and receipt from plaintiff of $20. leaving a balance due plaintiff of $3.29

March 1st 1898 Recived from J. P. McDowell $2.29 in full satisfaction of above judgment

F. M. Jackson

H. Mithoff Co. } Continued from Page 195

Kilbury & Kile } May 26" 1894 I issued the following order to the garnishee A. J. Dodge and gave it to John Riley Constable.

You are ~~hereby~~ commanded to order A J Dodge the in the above action, if he has settled the judgment of W. J. S. Kile against him on the docket of W. P. Andrews J. P. of Darby township Madison County Ohio, to pay the amount garnisheed into my hands immediately as the above plaintiffs have obtained judgment against defts make return of this immediately with your proceedings indorsed thereon. This 26" day of May A.D. 189 J. P. McDowell J.P.

Return same day

I received this writ May 26" 1894 and served the same by leaving a true copy at his residence the same day. Service 40 mileage 20 Copy 25- total 85 Cts (Signed) John Riley Constable

Answer of the garnishee May 26th 1894. The undersigned A. J. Dodge being duly sworn deposes and says that on or about the 13th day of April A.D. 1894 We effected a Settlement for the consideration of one hundred dollars and costs that is myself and J. W. S. Kile which I paid into the hands of W. P. Andrews J.P. with the order which I received from J. P. McDowell J.P. and Kile receipted the Docket in full. I paid the same in three checks one for seventy five dollars drawn by J. H. Seaman and one of twenty five dollars and one for thirty five dollars and some Cts given by myself, and wrapped all three checks up, in the order given by J. P. McDowell J.P. to me, and gave the same to W. P. Andrews J.P. in the presence of W. J. S. Kile

A J Dodge

The above signed and sworn to by A. J. Dodge this 26th day of May A.D. 1894

J. P. McDowell J.P.

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Subpoe
5 Jurors
Witnesses
B. A. Taylor
Wm. Atkins
E. C. Chapm
R. C. Hager
R. Mooney
D. Domin
J. McCamp

Elizabeth Morgan vs. Albert Warner Admr Before J P McDowell J P
continued from Page 331

Issued Sub Oct. 2nd 1899 for Plaintiffs for R.C. Hager, Wm. Atkinson and B.A. Taylor & E.E. Mitchell for defendants Fred. Hilbert, Geo. Durbin, John Wenger, Hill Crottinger, Joe Kahler, Joe. Mitchell, Louis Rings and Link Harris.
October 3rd 1899 Parties met claimant represented by H.C. Black defendant represented by Dell Ayers. Mr & Mrs. Morgan and Wm Atkinson sworn for plaintiff, Mrs. Morgan testified. R.C. Hager & E.E. Mitchell ds present. Fred. Hilbert, Geo. Durbin, John Wenger, Joe Kahler, Joe. Mitchell Louis Rings and Link Harris. The jury H.C. Tipton, J.R. Converse C.M. Jones E.E. Kilpatrick and E.C. Crewell The evidence having been heard the jury returned the following Verdict.
We the Jury in above case disagree
Signed H.C. Tipton Foreman

Proceedings in second trial in above case
Issued Venire for the following five disinterested persons having the qualifications of electors, Wm. Wagner, J.B. Arnold, Del, McCampbell, Louis Curry and David Moss Returnable Oct 17th 1899 at 10 oclock A.M. Afterwards J.B. Arnold and David Moss presented reasonable excuse for not serving so I excused them and ordered John Riley the Constable to fill their places
Issued subpoenas for parties returnable at the same time

Justice fees	Pltff	deft
Venire	40	
Subpoenas	80	60
filing 3 papers	10	5
Adjournment		20
Record 700 words	100	
Judgment	40	
Sitting	100	
Swearing 26 writ	65	65
Order of restitution	25	45
Subpoenas	500	195
Const fees	Pd	
On Venire	1.75	
Telephoning		1.90
Subpoenas	3.75	
5 Jurors Pd	3.75	
Witnesses		
B.A. Taylor 40 ms three	500	
Wm. Atkinson 5	200	
E.C. Chapman	100	
R.C. Hager	100	
R. Mooney Pd	100	
D. Domeny	100	
J. McCampbell	100	

Summons Returned Oct. 17th 1899.
Return
Received this writ Oct 14th 1899 and served the same on the within named Jurymen and in place of J.B. Arnold and D. Moss I Summoned C.C. Smith and Clark Rickard. Service $1.00 mileage 12 miles 75 cts total $1.75
Signed John Riley Constable
Case called Parties present Plaintiff represented by Attorneys Black & Defendant by Del. Ayers Present as witnesses for plaintiff, Wm. Atkinson E.C. Chapman, John Benson, B.A. Taylor, D.S. Robinson, E.E. Mitchell, H. Pennington, R.C. Hager and J. McCampbell and For the defense, F. Hilbert, J. Wenger, Wm. Crottinger L. Rings, Joe. Kahler, H.P. Andrews, and L. Harris Jurymen Present, Wm. Wagner, J.D. McCampbell L. Curry, Clark Rickard and C.C. Smith.
The defense not ready for trial on account of Witness Joe. Mitchell who had been subpoenaed as a witness at Columbus to appear on the 2nd day and could not be present. The plaintiff asked that the costs be charged up to the defense which I took under advisement and case adjourned by consent of Parties to Oct. 28th at 9 oclock A.M.

continued on next page

Continued from page 429

John Benson 14	380	
B. L. Robinson 15	200	
A. E. Mitchell 5	200	
H Pennington 4	180	
J Dailey	70	
S. B. Robinson	50	
F. Hilbert 4		180
J. Wenger 4		180
Will Crottinger 5		200
J. Kahler		100
L. Rings		100
Wm Andrews		100
Link Harris		140
Joe. Mitchell Pd		140
Geo Durbin		70
S. B. McCullaugh		50
C. Campbell		50
H. Schoby		50
Constables		
On subpoenas	45	260
Attendance	100	

Jurors 2nd day

Wm. Wagner	75
J. D. McCampbell	75
L. Curry	75
Clark Rickard	75
C. C. Smith	75

October 23rd 1899 Parties met At time set for the adjournment of said case Clark Rickard having taken seriously sick since Oct 17th the first day set for the trial, David Moss was summoned as a juror in his place,

The jurors were qualified and sworn as follows: Wm. Wagner, J. D. McCampbell, L. Curry David Moss and C. C. Smith.

Witnesses sworn and testified for Plaintiff Elizabeth Morgan, B. A. Taylor, Wm Atkinson, E. C. Chapman, R. C. Hager, John Benson, B. L. Robinson A. E. Mitchell, H. Pennington, J. McCampbell, J. Daily, and S. B. Robinson: Ross Mooney & D Domingy

For the defense, Fred. Hilbert Geo. Durbin, John Wenger Will Crottinger, Louis Rings, Joe Kahler, Joe Mitchell Link Harris, & W. P. Andrews, S. B. Robinson, C. Campbell and H. Schoby.

The Providence Having been heard the Jury brought in the following verdict:

We the Jury, find that Elizabeth Morgan has a right to the following Property to-wit

1st Lot in Darby township (Union Co) 32 head of yearling Ewes and one ewe and lamb and left in charge of B. L. Robinson

2nd Lot The undivided one half interest in five Jersey cows; and full interest in one Jersey bull on rented farm of Harry Pennington, and same in charge of Harry Pennington

3rd Lot 29 ewes and one buck and the undivided interest of 24 lambs on the S. D. Robinson farm in Darby township, same Left with Fred. Hilbert.

4th Lot 26 head of ~~sheep~~ ewes on John Wenger land in Jerome township and same left in charge of John Wenger

5th 50 head of sheep on the Joe. Kahler farm in Jerome township Same Left with Joe Kahler

6th Lot: one Jersey Cow, 2 Jersey heifers and 3 Jersey calves on the Louis Rings farm in Jerome township and Left same in charge of Louis Rings

7th Lot: 30 head of old sheep on Cary sisters' farm in Jerome township and in charge of Carey sisters

8th Lot eleven ewes and the undivided half of ten head of lambs on the Will Crottinger land in Jerome township Same in charge of Will Crottinger

Continued from preceding page

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9th lot 21 head of old sheep and the undivided half of about 20 lambs in care of George Durbin Jerome township.

Same being all the property levied on by J. Ed. Robinson Sheriff of Union O. as property of E. M. Morgan in the case of Warner admr Vs E M Morgan in Union County court of Common Pleas, Same were not appraised by us as same were not appraised by Sheriff in his writs to J. P. McDowell J.P.

Signed J. D. McCampbell Foreman.

It is therefore considered by that Elizabeth Morgan have restitution and he recover of Albert Warner Admr his costs herein taxed

$51.70 fifty ~~two~~ & 70/100 dollars, J. P. McDowell J.P.
$52.40 Defendants costs 18.65
Order of restitution issued

Bruce Ish
vs
Samuel Barry

Continued from Page 397

Plaintiff ordered writ of restitution March 26th 1904 Writ issued and given to Delmore Snodgrass Constable.

Anna E. Smith
vs
R. E. Smith

Continued from page 399

Received from R. E. Robinson $248.70 on judgment and costs in full. J.R. McDowell J.P.

Received from J.R. McDowell J.P. $248.70 in full of judgment and keeping of stock
Albert Adams Atty in fact for
Anna E. Smith

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McKurgan Bro's
vs
R. E. Robinson

continued from page 401

it issued

and produced sufficient evidence that were the rightful owners said note and that the account was just and unpaid

April 22nd 1904

Therefore it is considered by me that the Plaintiffs herein McKurgan Bro's recover of the defendant R. E. Robinson the Sum of one hundred and twenty and 50/100 dollars debt and his costs taxed at $ 7.20 as per items charged in the margin of this case and costs and interest that accrue

J. P. McDowell J.P.

On the same day I issued an Order of Sale and gave it to the Constable Delmore Snodgrass

Received from R. E. Robinson on $138.40

May 7th 1904.

Received of J. P. McDowell.
The within Judgement in full,
D. E. Thornton,
Atty for McKurgan
Brothers

434 W. P. Guy admr. of the estate of Rodney F Guy deceased
Vs
Jas Guy

continued from Page 411

I find that the bal $42.04, ten percent will go the judgment creditor $ 4.20
to the judgment debtor 33.84
The balance to the Justice & constable & Rickard 4.00
J.P. McDowell J.P.

I gave Clark Rickard an order to pay the above amounts to the parties named and return the order with what he has done and the money no distributed to me
Return of order. May 18th known & Paid Half and Numamaker with the balance $14.20 he having retained 50 cts for his witness fee

costs in aid of execution
Affidavit .40
Issuing order .40
Notice to defendant .40
Exam. of Tossey .25

Affidavit in proceedings in aid of Execution.
The state of Ohio, Union County Jerome township ss
Before me the undersigned J.P. McDowell, being same justice of the peace within and for said township, who rendered judgment against Jas Guy on the 5th day of Sept. 1904 in docket C. Page 410, wherein W.P. Guy admr of the estate of Rodney F. Guy (deceased) Pltff. against Jas. Guy defendant; personally came E.C. Robinson who being duly sworn, says that he is agent for the judgment creditor in whose favor the judgment mentioned above was rendered as afore said, and that he has good reason to believe and does believe that M. Tossey is liable to said judgment debtor in a sum of money whose amount is unknown to affiant and that said money is not exempt from execution or attachment under the laws of the State of Ohio. (Signed) Dr. E.C. Robinson
Sworn to and subscribed in my presence this 6th day Sept. 1906 J.P. McDowell J.P.

constables fees
on order .85
on notice .85
1.70

M. Tossey's fee .50

On the same day I issued an order to said M. Tossey appear and answer on the 12th day of Sept. 1906 at 1 o'clock P.M.
I also issued a notice of this proceeding to the defendant herein warned of the time of this hearing

On the 12
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Question
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Returns " 4

On the 12th day Sept. A.D. 1906 before me J.P. McDowell the aforesaid justice of the peace, personally came M. Tossey, who being duly sworn, says that he is the one ordered to answer as to being liable ~~to answer~~ for money to the judgment debtor in said case. and to the following questions, answered as follows:

Question. State whether or not you are liable to the judgment debtor in said case, in any sum of money, whether now due or not?

Answers I am.

Question. If so liable, what is the amount of said sum, and is it now due or not?

Answer. I am liable to said judgment debtor the sum of thirty three dollars and the same is now due.

Marvin Tossey.

I ordered said Marvin Tossey to pay said sum into my hands which he did as ordered.

I put off the distribution of above amount till Sept. 14 at 1 P.M. for consideration.

After proper consideration of the law in the case and the above described affidavit which has been in no way attacked. I shall give the whole of the thirty three dollars to the plaintiff less the costs in the case. Costs in this proceeding 3.65 bal. to Plaintiff $29.35

Sept. 14th 1906 Received of J.P. McDowell J.P. $33.55 the sum of $4.20
+29.35

M. P. Guy
per Tessa Guy.

Wilbert (T)

STATEMENT OF ACCOUNT.
In case of error return this bill for correction.

June 10th 189[illegible]

Mrs Nettie Kile

To Dr.

Terms No. St.

PRINTED BY STULL BROS., FREMONT, OHIO, DEALERS IN ADEPTS' GOODS & MFRS OF THE SIMPLE ADEPT FILE PATENTED.

one Laundried Shirt		1	00
" corset 50 Handkerchief 15		65	
Threads buttons 5		1	0
Balance on acct			80
1 pair Gloves 25		2	5
6 yds Shirting @ 10		6	0
June 24 Embroidery		6	0
1 yd rubber 8			5
Hose Supporters			15
July 22 1 yd cloth			50
Aug 13 one yd cloth 38			38
9 spool 5 1/2 Dz buttons 8			13
Handkerchief 5 Hemmed Shirting 16			21
Sept 9 1 1/4 yd Shirting @ 10			13
14 buttons 9			
Oct 14 6 yds cotton @ 6			36
1 pair mittens 2 one 15			35
Nov 2 pants goods & drilling		1	20
			644
	interest		77
	Total due		$7,21

Elizabeth Hamer
Plaintiff

vs

Clark Kile & Nelta Kile
Defendants

Plaintiffs bill of particulars

Filed Nov 21st 1895
J. P. McDowell J.P.

Elizabeth Haner
Plaintiff
vs
Clark Kile and
Netta Kile
Defendant

Before J. H. Worrell J.P.
of Jerome Township
Union County Ohio

"Plaintiffs bill of particulars"

Plaintiff says that Defendants are justly indebted to her in the Sum of Six and 44/100 Dollars on Book account for Md'se sold and delivered to them at their request and interest thereon from Jan 2d 1893 as per the annexed Statement hereto attached & marked Exhibit A to present time at the rate of 6% interest Total due $7.24/100

Therefore Plaintiff prays judgment against these Defendants in the above Sum of $7.24/100 & Costs

Elizabeth Haner
by her Counsel N. H. Rowe

Pay to the order of
Prince Carriage Mfg Co
Kirwan & Ballinger
J. P. Ballinger & Co

BIMEL CARRIAGE MANUFACTURING CO.
PER [signature] Mgr

Pay E M Barlow
Cashier, or Order, for Collection and
Remittance to
First National Bank,
ST. MARYS, OHIO.
O. E. DUNAN, Cashier.

82

Due June 17-91

No. 272

2 10

$ 70 00/100

Plain City, O., June 17 1890

One Year after date for value received, we jointly and severally,

promise to pay to the order of Kirwan & Ballenger at the Farmers' Bank, Plain City, O.,

Seventy 100 Dollars

~~Six~~ Six Months

with interest at ~~Eight~~ per cent. after maturity. And it is hereby agreed that after this obligation shall have become due time of payment may be extended from time to time without our knowledge or consent, and we shall remain liable notwithstanding such extension of time, and we hereby authorize any attorney-at-law to appear before any Court of Records or Justice of the Peace, in the State of Ohio, or elsewhere, at any time after this obligation becomes due, and waive process and service thereof and without notice confess judgment against us, or any or either of us, in favor of Kirwan & Ballenger or the legal holder hereof, for the amount that may appear due hereon, for principal, interest, cost of suit and all attorney fees, releasing all errors in the judgment so confessed and waiving all right and benefit of appeal and any or all proceedings to set aside, vacate, open, suspend, or reverse such judgment or execution issued for the collection thereof. We also waive all benefit of advantage to which we may be entitled by virtue of any homestead or other exemption law, now, or hereafter, in force in this or any other State, or elsewhere, where judgment may be entered by virtue hereof. We hereby authorize the payee, its agents or assigns, to sell at public or private sale, any or all Notes, Stock, Bonds or other evidences of indebtedness pledged as collateral to the payment of this Note.

Witness our hands, the day and date above written:

26099

P. D. Converse [L. S.]

[L. S.]

[L. S.]

[L. S.]

#3387

Due June 17/20 1891

To J. P. McDonell Justice
of the Peace please give me
an order Marvin Torrey
for three days work at
$1.75 per day amount $5.25
and oblige J. P. Hatchard

To J. P. McDonell Justice
of the Peace please give
an order on Marvin
Torrey for nine and one
half at $3.00 per day $28.50
and oblige
Dyd J. Clark

Sworn to and sub

Affidavit in Replevin
Before J R McDowell
Justice of the Peace for
Jerome township Union
County Ohio

C.R. Kilbury
Plaintiff

Vs

Raeben Brown
Defendant

Filed Sept. 28th 1905
J.R. McDowell J.P.

Case dismissed by Deft
Paying claim and costs
without docketing
J.R. McDowell J.P.

The State of Ohio Union County, ss
Jerome Township, ss.
C. R. Kilbury, being duly sworn, deposes and says, that he has a special ownership and interest in the following described property, to wit
one horse colt, color brown.
The get of his stallion George Parks.
That this deponent is entitled to the immediate possession of said Property.
That said property is wrongfully detained by one Rueben Brown.
That the said property was not taken in execution on any order taken on Judgment against this deponent or for the Payment of any fine, tax or assessment assessed against him, and is not claimed by him under a title acquired mediately or immediately, by transfer from one from whom such property had been taken by such execution, order or process or by virtue of an order of delivery, issued in Replevin, under chapter X. title III Part third of the Revised Statutes of Ohio, or any other mesne or final Process issued against this deponent
And that his claim against said Property is twenty dollars ($20)

C. R. Kilbury

Sworn to and subscribed in my presence this 29th day of September A.D. 1905

J. P. McDowell J P

Doc. ..... No. ..... Page .....

Affidavit in Attachment

J. P. Fleck

Plaintiff

vs.

Elmer Bailey

Defendant

Before J. P. McDowell J. P.

of Jerome Township,

Union County, Ohio.

Filed Feb 1st A. D. 1907

(**NOTE.**—The within form of affidavit is adapted to any case of Attachment or Garnishee, either where fraud is positively stated or where the affidavit is made on belief. In filling out the same, leave all that applies to the case, and strike out the rest)

P. H. Hoffman, publisher of and dealer in all kinds of Legal Blanks, Akron, Ohio.

THE STATE OF OHIO,

Union County, ss.

J. D. Fleck

AGAINST Plaintiff

Elmer Bailey

Defendant

AFFIDAVIT IN ATTACHMENT.

Before me, the undersigned Justice of the Peace, within and for said County, came Carrie Fleck who, being by me first duly sworn, says that, she is agent for plaintiff, and that said Elmer Bailey said defendant is justly indebted to said plaintiff in the sum of ~~DOLLARS and~~ Fifty cents for merchandise

that said claim is just and lawful; that she believes said plaintiff ought to recover thereon the amount of $(52), and that the property to be attached is not exempt from execution; that said property is the personal earnings of the defendant for services rendered by the defendant within three months prior to the commencement of said action; (~~that said earnings amount to more than $150.00, and that only the excess over that amount is sought to be attached~~). ~~That the property about to be attached is~~[1] is wages of said defendant That the property about to be attached

~~That the said defendant is not the head or support of a family, and has not in good faith the maintenance and support of a widowed mother wholly dependent upon him.~~

The grounds upon which this Attachment is claimed, are as follows, to wit: for necessaries

(*Leave only such grounds as apply to the case, and strike out all the rest.*)

The defendant is a[2] , having no place of doing business, or officer upon whom a summons can be served, in the County, and that said claim is a debt, or demand upon[3]

The defendant has absconded with intent to defraud creditors.
The defendant has left the county of residence to avoid the service of a summons.
The defendant so conceals self that a summons cannot be served upon
The defendant is about to remove property, or a part thereof, out of the county with intent to defraud creditors.
The defendant is about to convert property into money for the purpose of placing it beyond the reach of creditors.
The defendant has property, or rights of action which conceals.
The defendant has assigned, removed and disposed of, and is about to assign, remove and dispose of property, with intent to defraud creditors.
The defendant fraudulently and criminally contracted the debt, or incurred the obligation for which suit is brought.
The claim for which this suit is brought is for ~~work and labor performed~~, or for necessaries furnished said defendant, or his family, (4) as this affiant verily believes.
And this affiant further says that the ground of his belief above alleged, and the facts within the knowledge of this affiant, by information from others, which affiant verily believes to be true, are in substance as follows: (5)

Said affiant further makes oath that she has good reason to, and does, believe that The Toledo and ~~Toledo~~ Ohio Central R.R. Company has in its possession money, property and rights in action, the property of said defendant, and is indebted to said defendant.

(Affiant) Carrie Fleck

Sworn to and subscribed before me this 1st day of February A. D. 1907

J. D. McDowell Justice of the Peace.

(1) "Wages" or "money due said defendant," or "personal earnings of the defendant, of which ten per centum only is sought to be attached," or "personal property, goods and chattels."
(2) "Corporation," or "partnership," or "non-resident of said County." In case of a non-resident person, strike out the balance of this paragraph.
(3) "Contract," "judgment," "decree," or "injury by a negligent or wrongful act."
(4) When fraud is positively stated, or in case of non-residence or a claim for labor or necessaries, strike this out.
(5) If fraud is not positively stated, the facts inducing belief must be stated here. If the ground for attachment is that the claim is for necessaries add here "that the plaintiff made demand in writing upon said defendant for 10 per cent. of his personal earnings, as required by law, before commencing this action, and the defendant has not tendered payment in money or delivered order in compliance with such demand."

Plain city July 3 1894

three months after date
I promise to pay to A J
Hoare the sum of ten dollars
for value recd

A. G. Williams

Summons.

W. L. Guy admr of the estate of Rodney F. Guy Decd
Plaintiff

AGAINST

Jas. Guy

Defendant

BEFORE

J. P. McDowell
Justice of the Peace.

Docket C, *No.* ..... *Page* .....

Returnable Sept 5 1904 ~~189~~

Amount (including interest) for which plaintiff will take judgment, if defendant fails to appear ..... $ 48.38

Justice's Fees ..... $

Constable's Fees ..... $

Total ..... $

CERTIFICATE.

(To be signed only on the COPY left with the defendant.)

I certify that the within and above is a true copy of the original writ, and of the endorsements thereon.

Constable.

Returned and Filed ..... 189 .....

E. L. Barrett & Son, Publishers, Springfield, Ohio. 6-2-40.

RETURN.

(To be made only on the original writ.)

189 1904
Received this writ Aug 30 1904 ~~189~~, *and served the same on defendant by leaving certified copy thereof* (*) at His Residence

Constable's Fees on this Writ.	
Service and Return	25
Copy	25
Mileage 1 *Miles*	20
Total	$ 70

Delbert Snodgrass
Constable.

(*) "With him (or her, or them each) personally," or, "at his usual place of residence;" or, "with the President (or Cashier, Secretary, Mayor, Agent, etc.) of the defendant corporation (or otherwise, as the case may require. See Rev. Stat. of Ohio, Sec. 647-8, and Swan's Treatise.

~~5.71~~ 70 1.75

SUMMONS. [39.] E. L. Barrett & Son, Publishers, Springfield, Ohio.

THE STATE OF OHIO, }
Union County, } ss.

To any Constable of Jerome Township, in said County, GREETING:

You are Hereby Commanded to summon Jas. Guy

to appear before me, the undersigned, a Justice of the Peace of said Township, at my office therein on the 5th day of September A. D. ~~189~~ 1904 at 1 o'clock P. M., to answer the action of M. P. Guy Adm. of the Estate of Rodney F. Guy deceased who claim of the defendant the sum of $48.38, with interest thereon at 6 per cent., from the 15th day of Aug. A. D. ~~189~~ 1904, for amount due on account for necessaries or groceries

The plaintiff ask a judgment for the amount endorsed hereon, and for costs.

You will make due return of this summons, on the 5th day of Sept. A. D. ~~189~~ 1904

Given under my hand, this 30th day of Aug. A. D. ~~189~~ 1904

J. P. McDowell
Justice of the Peace.

No 8817

D. D. Patch

$ 35.00

Date Sept 29 1893

Due May 1 1894

$ Paid 189

$ Paid 189

$ Paid 189

$ Paid 189

Feb 1/94 Prin 3500

Do May 9/94 Int 70

3570

Marks for Land Rukins on Perry Douglass farm

Settled in full

8817

$35 00/100

Marysville, Ohio, Sept 29th 1893

Seven months after date, for value received,

we or either of us, promise to pay O M Scott & Bro or order,

Thirty-five 00/100 Dollars, at Marysville, Ohio,

with 6 per cent. after date and 8 per cent. after due.

And ..... hereby dispense with demand of payment, protest and notice of non-payment of this Note, and authorize any Attorney at Law to appear for us, or either of us, at any time after the same shall become due, in any Court of Record in the State of Ohio, or elsewhere and, waiving the issuing and service of process, to confess judgment against us, or either of us, in favor of the holder or holders of this note, for the amount of said Note, and interest on the same at the rate of EIGHT per cent. per annum, payable annually, after the same shall become due, together with costs of suit, and release all Errors and Writs of Error, and waive the stay of Execution and all right of appeal in this behalf.

Post Office Plain City

County Union

State O.

D D Falck

Deputy State Supervisors of Elections,

.....*County, Ohio.*

Precinct .....

.....

(Township, or Ward and City or Village)

Requisition for Ballots

Election ..... *19*....

Filed ..... *19*....

.....

Clerk.

THE COLUMBUS BLANK BOOK MFG. CO.,
(The Ruggles Gale Co.) Legal Blanks, Columbus, O.

Aug 15 = 1904

1907

154

6-14-12 THE COLUMBUS BLANK BOOK MFG. CO., (The Ruggles Gale Co.) Legal Blanks, Columbus, O. 1313

REQUISITION FOR BALLOTS

Gen'l Code, Secs. 5042

If no ballots have been delivered at a polling place before the opening of the polls, or if during the time the polls remain open extra ballots shall be required, the Board of Deputy State Supervisors, upon a requisition in writing, signed by a majority of the election judges of such precinct, wherein the reason for demanding such ballots shall be given, shall supply them as speedily as possible.

To the Board of Deputy State Supervisors of Elections:

.....County, Ohio.

Please deliver to bearer, ...
(Name of Messenger)

.....Ballots.
(Number)

The reason for making this requisition is as follows: .....

.....

.....

.....

.....

.....

Dated this ..... *day of* ..... *19* .....

.....
.....
.....
.....
} Judges of Election

Precinct ....., ..., ... *County, Ohio.*
(Township, or Ward and City or Village.)

Undertaking for Order of Attachment.

Revised Statutes, Sec. 6490.

John. Kilbury Plaintiff

vs.

Georg. Douglass Defendant

Before J. P. McDowell Justice of the Peace of Jerome Township, Union County, Ohio.

We bind ourselves to the Defendant Georg. Douglass, that the Plaintiff John. Kilbury, shall pay said Defendant the damages, not exceeding ~~Fifty~~. —— Dollars, which he may sustain by reason of the attachment in this action if the order therefor be wrongfully obtained.

Jerome Township Nov 25th 1905.

John Kilbury

D. E. Houston

Signed and acknowledged before me at my office, and sureties approved, this 25th day of November A. D. 1905

J. P. McDowell

Justice of the Peace.

No. Page

Civ. Doc.

Before J. P. McDowell, JUSTICE OF THE PEACE, Township, County, Ohio.

John. Kilbury Plaintiff

vs.

Georg. Douglass, Defendant.

Affidavit for Attachment

(For 10 per cent. of personal earnings.)

Filed Nov 25th 1905

J. P. McDowell Justice of the Peace.

Published by The Ruggles-Gale Co., Blank Book Manufacturers and Legal Blank Publishers, Columbus, O.

AFFIDAVIT FOR ATTACHMENT.

(~~For 10 per cent. of personal earnings.~~)

Revised Statutes, Secs. 6489-98, 6501

BEFORE J.P. Mc Dowell JUSTICE OF THE PEACE

in and for Jerome Township, Union County, Ohio.

John. Kilbury

Plaintiff,

vs.

George. Douglass.

Defendant,

AFFIDAVIT IN ATTACHMENT.

THE STATE OF OHIO, Union COUNTY, ss.

The said Plaintiff John. Kilbury

being duly sworn, says that[1] George. Douglass.

said Defendant is justly indebted to said Plaintiff for ~~necessaries, to-wit~~: Money got and received on Sept 27th 1905. The the sum of $3.60

that the said claim is just; that he believes said Plaintiff ought to recover thereon the amount of Three and 60/100 Dollars; that the property sought to be attached is not exempt from execution; ~~and is the personal earnings of said Defendant for services rendered within three months prior to the commencement of this action, and that only ten per centum of said personal earnings, and not exceeding four dollars for actual costs in this proceeding, is sought to be attached; and that said Plaintiff did prior to bringing this action first made a demand in writing upon said Defendant for the excess over and above ninety per centum of said personal earnings of said debtor, which demand was refused.~~ Said affiant further makes oath and says that he has good reason to believe and does believe that M. P. Guy

of and within said County of Union has in his possession a sum of money belonging to said Defendant which is liable to be attached in this action, and is indebted to said Defendant for ~~the~~ earnings ~~above mentioned~~, to the amount of about $10.00

John Kilbury

Sworn to before me and signed in my presence, this 25th day of Nov A. D. 1905.

J.P. McDowell

Justice of the Peace.

1. If so, insert the words "he is the attorney (or agent) of said Plaintiff.....; that....." and erase the first three words, "The said Plaintiff."
2. "Groceries," (or "Provisions" or "Clothing," or whatever other necessaries) furnished the defendant or his family," as the facts may be

No. .....

Doc. ..... Page .....

Before J. P. McDowell

JUSTICE OF THE PEACE,

Jerome Township,

Union County, Ohio.

M. C. Guy. Adm - of the

estate of Ruby F. Guy,

vs. Plaintiff,

Jas Guy

Defendant.

Bill of Particulars.

Filed Aug 13 - 1904

J. P. McDowell

Justice of the Peace.

Pltf's Atty.

Published by The Ruggles-Gale Co, Blank Book Manufacturers and Legal Blank Publishers, Columbus, O.

Issue Summons on the within Bill of Particulars, returnable August 22 1904

at 2 o'clock P. M.

D. E. Hamilton

Plaintiff's Attorney.

BILL OF PARTICULARS.

Revised Statutes, Sec. 6526-7-8

M. B. Guy - Admr of the Estate of Rodney F. Guy, deceased, Plaintiff,

vs.

Jas. Guy, Defendant.

Before J. P. McDowell,

Justice of the Peace in and for Jerome Township, Union County, Ohio.

BILL OF PARTICULARS.

The said Plaintiff says there is due him from said defendant the sum of $ 48.38 for Necessaries or groceries and that plaintiff asks Judgment against said defendant in the sum of Forty eight and 38/100 Dollars, and interest at the rate of 6 per cent from Aug 15th 1904, and costs, Amendment $12.60 The above account is for cash, and balance due for groceries or necessaries

D. E. Thornton

Plaintiff's Attorney.

Jud.

1 Note.
2 You own That
3 Did you ex
4 Did you ex
That - You w
5. Knowed you
wouldent pay
debt.

John. Robinson
vs
John. Rickard

Before J. P. McDowell,
Jerome. T. P. Union
Co, Ohio,

...kruptcy, page 103.

...paragraph.
...t.