

Jefferson County Circuit Court
Case Files - Civil
September 1873

Folder 2 of 2

Box 31 Folder 35

Burdick, James S.

vs.

Davies, Evan L.

Davies, Abbie J.

Debt, note

Debt \$2302.29; plaintiff assignee of
J. Insko Williams; involved mortgages on
property in Cincinnati, Ohio; depositions;
Supreme Court; real estate attached
and sold on execution; also "Davies"

Pleas at a separate session of the Court of Common Pleas in and for the First District begun and held at the Court House in the City of Cincinnati County of Hamilton and State of Ohio in the Term of June Anno Domini One thousand eight hundred and seventy two before the Honorable Joseph Cox one of the Judges of said Court.

J. Dues Williams
Plaintiff

39017

against
Evan R. Davies,
— Davies his wife
Henry W. Burdall
and Rebecca Cary
Defendants

Sale of Real Estate &c.

Be it remembered that heretofore to wit, on the 25th day of March A.D. 1872 came the above named Plaintiff by H. P. Lloyd his attorney and filed in the Office of the Clerk of said Court his certain Petition and Praecipe clothed in the

words and figures following to wit:
Court of Common Pleas Hamilton County

J. Innes Williams

Plff

against

Evan D. Davis,

— Davis his wife

Henry W. Burdall

and Rebecca Cary

Defendants

Petition

The plaintiff says
that on the 18th day of March 1872 he
recovered in an action in this Court
in case No 38703 a judgment against
the defendant Evan D. Davis in the
sum of Two thousand five hundred
and sixty Dollars and fifteen cents
with interest thereon from the 2nd
day of January 1872 at eight per
cent per annum besides his costs
taxed at \$, that said judgment
has not been reversed satisfied or
paid but is now in full force and
is a valid lien upon the following
described property viz: Situated in

Hamilton County and State of Ohio
in Millcreek Township, Section thirty ^{Township 3, +}
Fractional Range two of the Miami
Purchase commencing at a point in
the center of the Old Colerain road
and also in the center of College
Avenue in front of Farmers College
running thence N. $42\frac{1}{2}^{\circ}$ W. along the
center of said Colerain road two
chains and eleven links, thence W.
 $71\frac{3}{4}^{\circ}$ E. three chains and four links
to a stake or stone on the East line
of lot now or lately owned by Elan-
son Grant, thence S. $18\frac{3}{4}^{\circ}$ E. one
chain and ninety one links to the
center of College Avenue, thence S.
 $71\frac{3}{4}^{\circ}$ W. along the center of said
Avenue two chains and twenty two
links to the place of beginning, con-
taining one half acre with all the
appurtenances thereto belonging.
He further says that defendants
Rebecca Cary and Henry W. Burdall
have or claim to have some lien
on the said premises by reason of

certain mortgages executed to them but that said mortgages have been paid in whole or in part and the exact amount now due thereon is unknown to this plaintiff.

He further says that Evan R. Davies held the legal title and equity of redemption of the above described property at the time of the recovery of Plaintiff said judgment, and that said Davies had no personal property or effects in this County in which execution could be levied. Plaintiff therefore asks that defendants Cary and Burdell may be required to show the amount and date of their liens if any they have and asks that the Court will find the order, the priority and the amount of the respective liens upon said property and that said property may be sold to satisfy said judgment and liens clear ^{and} free from the claims of these defendants and free from the claim of all persons

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whomsoever, and that said — Davies
wife of Evan D. Davies may be
barred and foreclosed of all right
of dower in said property and for
all further and proper relief

H. P. Lloyd Plffs Atty

State of Ohio
Hamilton County ss.

H. P. Lloyd being first
duly sworn according to law deposes and
says that he is Plffs Atty in the fore-
going action, that Plaintiff is absent
from the County of Hamilton, that
the facts stated in the petition are
within the personal knowledge of this
affiant and the said facts are true
as he verily believes.

H. P. Lloyd

Sworn to before me and subscribed in
my presence this 19th day of March 1872.
E. W. Quinn Notary Public
in and for Ham. Co. Ohio
Clerk of the Court of Common Pleas
Hamilton County: Issue a summons
for the said defendants above named

on the foregoing petition directed to
the Sheriff of Hamilton County and
returnable according to law," Action
for the Sale of Real Estate and to
"Marshall deins"

H. P. Lloyd Plffs Atty
And on the same day to wit, the 25th
day of March A.D. 1872 there issued
out of the Office of the Clerk of said
Court a certain Summons directed
to the Sheriff of Hamilton County Ohio
clothed in the words and figures
following to wit:

Summons

The State of Ohio
Hamilton County ss.

To the Sheriff of the County of Hamilton
You are commanded to notify Evan
L. Davis — Davis his wife Henry
W. Burdall and Rebecca Cary Def-
endants that they have been sued by
J. Ince William Plaintiff in the
Court of Common Pleas of Hamilton
County and that unless they answer
by the 27th day of April A.D. 1872 the
petition of the said plaintiff against

them filed in the Clerk's Office of
said Court such petition will be taken
as true and judgment rendered accordingly
You will make due return of this sum-
mons on the 8th day of April A.D. 1872

Witness my hand and the
Seal of the said Court at
Cincinnati this 25th day of
March A.D. 1872



H. H. Tucker

Clerk of the Court of Common Pleas of
Hamilton County Ohio

By W. M. Trevor Deputy

On the back of the foregoing summons
is endorsed the following to wit:

Endorsed
" "

Summons in action for the Sale of
Real Estate and to Marshall heirs.
To 8th day of April 1872. H. P. Lloyd Atty.
And afterwards to wit, on the 27th day
of March A.D. 1872 there was filed in
the Office of the Clerk of said Court
a certain answer and cross petition
clothed in the words and figures fol-
lowing to wit:

This cross
petition of
Rebecca Cary

Court of Common Pleas Hamilton County Ohio

J. J. Williams, Plff

vs

Evan H. Davis, - Davis

his wife, Rebecca Cary ^{and}

High W. Burdall Defts

Said defendant

Rebecca Cary for answer to the petition of plaintiff herein says that on the 23^d day of March A.D. 1852 one Josiah Grant being then the owner in fee of the land described in the petition herein and of other land adjoining, in connection with his wife Sarah A. Grant executed their deed of mortgage duly acknowledged upon said Real Estate, (that is the real estate described in petition ^{and} other Real Estate) and delivered the same to Wm Cary since deceased to secure five promissory notes of the same date ~~of~~ as the said mortgage and purchase money for said property made by said Josiah Grant in favor of Wm Cary due respectively in one, two, three four and five years of an interest

thereon stipulate should be promptly paid, which mortgage was duly recorded March 29th 1852, Mortgage Book No 174 page 163 Hamilton County Ohio Records, In consideration of the payment of the three notes first becoming due, said mortgage was released save and except as to the property described in the petition herein. Interest on the other two notes has been paid up to and including the 22nd day of September A.D. 1870. Said defendant is the bona fide owner and holder of both of said notes as a special legatee under the will of William Cary since deceased. There is due to her on said two notes the sum of One thousand Dollars with seven percent interest thereon since September 22nd 1870, which a first lien and claim on all the property described in petition herein superior to all other titles to the same. Said defendant Rebecca Cary therefore prays for judgment herein for the

sum of One thousand Dollars with
seven per cent interest thereon since
September 22^d 1870 and for her costs
and for a decree that the same be
paid out of the first monies arising
from a sale of said property.

Standish & Brown

Attys for Rebecca Cary.

State of Ohio
Hamilton County ss.

Samuel F. Cary being
first duly sworn makes oath and says
that he is the agent of the Rebecca
Cary named in the preceding answer
that the notes and mortgage therein
specified are in his possession and
that the allegations of the preceding
answer are within his own personal
knowledge true. S. F. Cary.

Sworn to before me and subscribed in
my presence this - day of March A.D. 1872

A. F. Willis Notary Public
for Hamilton Co., Ohio

And afterwards to wit, on the 29th day
of March A.D. 1872 there was filed in

Henry W. Burdall, et al

However

is brought, which said mortgage is duly recorded in Book 300 page 97 of Hamilton County Records, that said mortgage is a lien on said land prior to the title of Evan L. Davis and his wife, that said debt is now due and unpaid, that there is due thereon the sum of Two thousand five hundred and sixty & 1/100 Dollars with interest thereon from the 27 of January 1872. Wherefore this defendant prays that the land in plaintiffs petition described may be sold to pay the lien thereon free from all dower interest and free from all dower interest and free from the claims of all persons whatsoever.

Edward Morse

Atty for Defendant

State of Ohio

Hamilton County

ss
Edward Morse

being first duly sworn says that he is attorney for H. W. Burdall who is absent from the County of Hamilton

That his claim founded upon a written instrument in the possession of the affiant and that the foregoing answer is true as he verily believes

Edward Morse

Sworn to before me and subscribed in my presence this 28th day of March 1872

 E. M. Quinn Notary Public
Hamilton Co. Ohio

And afterwards to wit, on the 8th day of April A.D. 1872 came the said Sheriff of Hamilton County Ohio and duly returned the foregoing Summons with his return thereon endorsed as follows to wit:

Return of
Summons

1872 April 1st The within named defendants not found,

Joe E. Hart Sheriff

By L. A. Martin Deputy

And afterwards to wit, on the 10th day of April A.D. 1872 there was filed in the Office of the Clerk of said Court a certain Answer clothed in the words and figures following to wit:

Answer
Davis's wife

J. Innes Williams, Plff vs Ham Co. Com. Pleas

vs

 No 39 017

Evan L. Davies,
his wife, Rebecca
Cary and Burdall
Defendants

And now come the
defendants E. L. Davies and his wife ^{and}
waive the issuing and service of process
in the above case and enter their
appearance herein, and for their answer
these defendants says that the statements
and allegations contained in the plaintiff
petition are true, that Defs are indebted
to the plaintiff in the sum therein
mentioned and that a judgment was
rendered against the defendants for said
sum at the time stated in said
petition, and that they consent to the
relief therein asked

C. W. Gerard Atty for
E. L. D. + wife

State of Ohio Ham. Co. ss.

C. W. Gerard being first duly sworn
says that he is the attorney for the
defendants E. L. Davies and his wife
in the above case, that these defend-

auto are absent from the State of Ohio
and that the statements and allegations
contained in the above answer are true
to the best of his knowledge

C. W. Grand

Sworn to before me and subscribed in
my presence this 10th day of April AD 1872

D. C. W. Earnest Notary Public
Stam Co Ohio

And afterwards to wit, on the 13th day
of April in the term of January
AD 1872 of said Court the following entry
was made on the journal thereof to wit:

Min
485

J. Ince William }
39017 agt
Evan L. Davies }
- Davies his wife }
Rebecca Cary }
Henry W. Rudsall }

Sale &c

And now came the
said parties by their attorneys and
thereupon this action came on for trial
on the petition, answers, cross petitions
and evidence and was argued by coun-
sel, And it appearing to the Court

that Henry W. Burdall has no interest
in this action adverse to the plaintiff
this action is hereby dismissed as to
said Burdall, And on consideration
the Court do find that said J. Innes
Williams obtained the judgment against
Evan L. Davis as he hath in his
petition alleged and that there is now
due on the same the sum of Two
thousand six hundred and fifteen
Dollars besides costs, And that the
said Rebecca Cary holds a mortgage
as she has in her said answer set
forth and that the same became a
lien on said premises on the 23^d day
of March 1852, on which mortgage
there is now due to the said Rebecca
Cary the sum of One thousand Dollars
with interest at 7 per cent per annum
from Sept 22^d 1870. It is therefore
considered ordered and adjudged that
unless the defendant Evan L. Davis
within ten days from the entry of this
decree pay to the said plaintiff or to
W. P. Lloyd Esq. his attorney the said

sum of Two Thousand Six hundred
 and Eighteen Dollars so as aforesaid
 found due with costs of this suit, an
 Order issue to the Sheriff of Hamilton
 County Ohio commanding him to cause
 the lands and tenements in said petition
 described to wit: Situated in Ham-
 ilton County and State of Ohio in
 Millcreek Township Section Thirty
 Township three and Fractional Range two
 of the Miami Purchase, commencing
 at a point in the center of the old
 Colerain road and also in the center
 of College Avenue in front of Farmers
 College, running thence N. $42\frac{1}{2}^{\circ}$ West
 along the center of said Colerain road
 two chains and eleven links, thence N.
 $71\frac{3}{4}^{\circ}$ E. three chains and four links
 to a stake or stone on the East line
 of lot now or lately owned by Elanson
 Grant, thence S. $18\frac{3}{4}^{\circ}$ E. one chain
 and ninety one links to the center of
 College Avenue, thence S. $71\frac{3}{4}^{\circ}$ W.
 along the center of said Avenue two
 chains and twenty two links to the

place of beginning containing one half
acre with all the appurtenances there-
unto belonging, to be appraised, ad-
vertised and sold according to law ^{and}
apply the proceeds of said sale as
shall be directed by the further order
of this Court in the premises.

And afterwards to wit, on the 29th day of
April A.D. 1872 there was filed in the
Office of the Clerk of said Court a
certain Praecipe clothed in the words
and figures following to wit:

Praecipe
"7

J. Innes Williams vs Ham Cour
agt Pleas

Edan L. Davies vs No 39017

Rebecca Cary et al

Clerk of Ham. Court of Common Pleas
Issue Order of Sale to the Sheriff
of Hamilton County on the decree and
judgment rendered in this case, re-
turnable according to law.

H. P. Lloyd Plffs Atty

And on the same day to wit, the 29th
day of April A.D. 1872 there issued out
of the Office of the Clerk of said Court

a certain Order for Sale directed to the
Sheriff of Hamilton County Ohio clothed
in the words and figures following to wit:
Order for the State of Ohio Hamilton Common Pleas
Sale Hamilton County ss

To Joseph E. Heart Esq. Sheriff
of Hamilton County Greeting: Whereas
on the 25th day of March A.D. 1872
J. Innes Williams Plaintiff filed in our
Court of Common Pleas in and for the
County of Hamilton aforesaid his cer-
tain petition against Evan L. Davis
— Davis his wife, Rebecca Cary
Henry W. Burds all Defendants,
praying therein among other things for
the sale of certain mortgaged premises
in said petition and hereinafter des-
cribed, and whereas afterwards to wit
on the 13th day of April in the term
of January 1872 of said Court of Com-
mon Pleas the following order was
made in said Court in words and
figures following to wit: And now come
the said parties by their attorneys ^{and}
thereupon this action came on for

trial on the petition answers, cross-petitions and evidence and was argued by counsel, And it appearing to the Court that Henry W. Burdall has no interest in the action adverse to the plaintiff, this action is hereby dismissed as to said Burdall, And on consideration the Court do find that the said J. James Williams obtained the judgment against Evan L. Davis as he hath in his petition alleged, and that there is now due on the same the sum of Two thousand six hundred and fifteen dollars beside costs, and that the said Rebecca Cary holds a mortgage as she has in her said answer set forth, and that the same became a lien on said premises on the 23^d day of March 1852 on which mortgage there is now due to the said Rebecca Cary the sum of One thousand Dollars with interest at 7 per cent per annum from Sept 22nd 1850. It is therefore considered ordered and adjudged that unless the

defendant Evan L. Davis within ten
 days from the entry of this decree pay
 to the said plaintiff or to H. P. Lloyd
 Esq. his Attorney the said sum of
 Two thousand six hundred and fifteen
 Dollars so as aforesaid found due
 with costs of this suit, an order issue
 to the Sheriff of Hamilton County Ohio
 commanding him to cause the lands
 and tenements in said petition described
 to wit: Situated in Hamilton County
 and State of Ohio in Millcreek Town-
 ship Section thirty Township three and
 Fractional Range two of the Miami
 Purchase, commencing at a point in the
 center of the old Colerain road and also
 in the center of College Avenue in front
 of Farmers College, running thence N.
 $42\frac{1}{2}^{\circ}$ West along the center of said
 Colerain Road two chains and eleven
 links, thence N. $71\frac{3}{4}^{\circ}$ E. three chains
 and four links to a stake or stone
 in the East line of lot now or lately
 owned by Elanson Grant, thence S. $18\frac{3}{4}^{\circ}$ E.
 One chain and ninety one links to the

center of College Avenue, thence S. $71\frac{3}{4}^{\circ}$ W.
along the center of said avenue two chains
and twenty two links to the place of
beginning, containing one half acre
with all the appurtenances thereto
belonging to be appraised advertised and
sold according to law, and apply the
proceeds of said sale as shall be di-
rected by the further order of this Court
in the premises. We therefore command
you that you faithfully execute the
above and foregoing Order of our said
Court of Common Pleas, agreeably to
the provisions of the statutes of Ohio
in such cases made and provided
and of your proceedings herein together
with this writ make due return to
our said Court according to law.

By order of Court.

In Witness Whereof I have hereunto
set my hand and affixed the seal
of said Court at Cincinnati this

29th day of April A.D. 1872

W. H. Tucker Clerk C. C. P. N. C. C.

By W. R. Richardson Deputy



Endorsed
"1"

On the back of the foregoing Order is
endorsed the following to wit:

Order for Sale. Returnable according to
Law. H. P. Lloyd Attorney.

And afterwards to wit, on the 6th day
of May A.D. 1872 came the said Sheriff
of Hamilton County and filed in the
Clerks Office of said Court a certain
Copy of Inquisition clothed in the words
and figures following to wit:

Copy of
Inquisition

The State of Ohio Hamilton County ss.
An Inquisition taken at the Township
of Millcreek in the County of Hamilton
and State of Ohio on the 4th day of
May in the year of our Lord one
thousand eight hundred and seventy two
before me Jos. E. Heast Sheriff of said
County. Whereas by virtue of a certain
Order for Sale issued from the Court
of Common Pleas in and for the Coun-
ty aforesaid wherein J. Innes William
is plaintiff and Coan D. Davis et al
are defendants returnable to said Court
according to law. By virtue of which
said Order for Sale such proceedings

have thereupon been had that the Sheriff Joe E. Hart hath agreeably to the statutes in such case made and provided appraised the lands and tenements of the said Evan L. Davis described as follows to wit:
Situate in Section 30 Town 3 T. R. 2 in the W. P. Hamilton County Ohio commencing at a point in the center of the old Colerain road and also in the center of College Avenue in front of Farmers College, running thence $N. 42\frac{1}{2}^{\circ} W.$ along the center of said Colerain Road 2 chains and 11 links thence $N. 71\frac{3}{4}^{\circ} E.$ 3 chains and 4 links to a stake or stone on the East line of a lot now or lately owned by E. Grant thence $S. 18\frac{3}{4}^{\circ} E.$ 1 chain and 91 links to the center of College Avenue, thence $S. 71\frac{3}{4}^{\circ} W.$ along the center of said Avenue 2 chains and 22 links to the place of beginning, containing one half acre with all the appurtenances thereto belonging. Whereupon I the said Sheriff Joe E. Hart having summoned an

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inquest of three respectable disinterested
freeholders residents in said County to wit:
Edward De Serisy, D. W. Skillman
and Paul Stoch who being duly sworn
and charged say on their oaths that
the premises above described upon actual
view thereof are of the value of
Twenty eight hundred (\$2800.⁰⁰) Dollars
In Testimony Whereof as well as I
the said Sheriff Jos. E. Hart as the
Inquest aforesaid have to this apprais-
ment set our hands and seals on the
day and year first above written.

Jos. E. Hart Sheriff
By John W. Mattack Deputy seal
Edward De Serisy seal
D. W. Skillman seal
Paul Stoch seal

State of Ohio
Hamilton County ss. I do hereby certify
that the above named appraisers were
freeholders and residents of said County
and that they were duly summoned and
sworn by me according to law, on the
day and year first above written.

Jos. C. Hart Sheriff
By J. W. Matlack Deputy

And afterwards to wit, on the 21st day
of June A.D. 1872 came the said Sheriff
of Hamilton County and duly returned
the foregoing Order for Sale with his
return thereto attached as follows to wit;

Return of the State of Ohio
Order-Sale Hamilton County ss.

June 8th A.D. 1872 Agreeably to
the command of the within order I
have appraised & advertised the within
described lot or parcel of land for sale
in the Rotunda of the Court House
in Cincinnati on this day at 11 o'clock
A.M. in 2 public newspapers printed
in the City of Cincinnati called the
Cincinnati Times & Chronicle and Daily
Cincinnati Volksblatt, newspapers of
general circulation in the City of
Cincinnati and County of Hamilton
aforesaid and after being so advertised
for more than thirty days in said
papers and having given due notice
of the time and place of such sale

I proceeded this day to wit, the 8th day
of June A.D. 1872 at 11 o'clock A.M.
to offer the same at public sale in
the Rotunda of the Court House
in the City of Cincinnati in said
County and then and there at public
outcry struck off and sold to Asa
Robbins the following described Real
Estate to wit: Situate in Section 30
Town 3 Fractional Range 2 Miami
Purchase Hamilton County Ohio,
commencing at a point in the center
of the Old Colerain road and also
in the center of College Avenue in
front of Farmers College running thence
Th. $42\frac{1}{2}^{\circ}$ W. along the center of said
Colerain road 2 Chs + 11 links, thence
N. $71\frac{3}{4}^{\circ}$ E. 3 chains and 4 links to a
stake or stone on the East line of
a lot now or lately owned by Elfrant
thence S. $18\frac{3}{4}^{\circ}$ E. 1 chain and 91 links
to the center of College Avenue,
thence S. $71\frac{3}{4}^{\circ}$ W. along the center of
said Avenue 2 chains and 22 links to
the place of beginning, containing —

one half acre with all the appurtenances
thereto belonging for the sum of Eight-
teen hundred and fifty six + \$100
Dollars, it being two thirds of the ap-
praised value of said lot or parcel
of land, and the said Asa Robbins
being the highest and best bidder for
said premises and the purchaser thereof
All of which is respectfully submitted

Amount of Sale

\$1866.⁶⁷



Joe E. Heast

Sheriff

Sheriff's Sale - The State of Ohio

Hamilton County ss. Pursuant to the

command of an Order for Sale from

the Court of Common Pleas of Hamilton

County Ohio and to me directed I

will offer at public sale in the

Rotunda of the Court House in the

City of Cincinnati on Saturday June

8th A.D. 1872 at 11 o'clock A.M. the

following described Real Estate to wit:

Situate in Section 30, Town 3 Fractional

Range 2 in the Miami Purchase

Hamilton County Ohio, commencing at

a point in the center of the Old

Advertisement
"

Colerain road and also in the center
 of College Avenue in front of Farmers
 College, running thence N. $42\frac{1}{2}^{\circ}$ W.
 along the center of said Colerain
 road 2 chs + 11 links, thence N. $71\frac{3}{4}^{\circ}$ E.
 3 chs + 4 links to a stake or stone on
 the East line of a lot now or lately
 owned by E. Grant, thence S. $18\frac{3}{4}^{\circ}$ E.
 1 ch + 9 links to the center of College
 Avenue, thence S. $71\frac{3}{4}^{\circ}$ W. along the
 center of said Avenue 2 chs + 22
 links to the place of beginning con-
 taining one half acre with all the
 appurtenances thereto belonging,
 Valued at \$2800⁰⁰ To be sold by
 order of Court in the case wherein
 J. Ineco Williams is Plaintiff and
 Evan L. Davis et al are Defendants
 No 39017 - Terms of sale - Cash.
 Jos E Hart Sheriff of Hamilton Coun-
 ty Ohio, A. P. Lloyd Attorney
 Cincinnati May 7th 1872
 State of Ohio
 Hamilton County
 Personally appeared

before me a Notary Public in and for
Hamilton County L. H. Crall for pub-
lishers of the Cincinnati Daily Times
and Chronicle who being duly sworn
says that the annexed advertisement
was published in the Cincinnati Daily
Times and Chronicle a newspaper printed
and of general circulation in said
County once a week for five consecutive
weeks prior to the 8th day of June A.
D. 1872 commencing upon the 7th day
of May previously and that each
insertion was upon the same day of
the week viz. Tuesday, Affiant further
says that a Daily and Weekly edition
of said newspaper is published and
that the circulation of the Daily
in this County exceeds that of the
Weekly and that the cost of publica-
tion in the Daily does not exceed
that of the Weekly, L. H. Crall
Sworn to and subscribed before me
this 13th day of June 1872



W. J. Brown Notary Public
in and for Hamilton Co. O.

State of Ohio

Hamilton County

Personally appeared
before me a Notary Public in and for
Hamilton County J. G. Hubert Book-
keeper for publishers of the Cincinnati
Daily Volksblatt, being duly sworn
says that the annexed advertisement
was published in the Cincinnati Daily
Volksblatt a newspaper printed and
of general circulation in said County
once a week for five consecutive weeks
commencing prior to the 8th day of June
A.D. 1872 commencing upon the 8th day
of May 1872 previously and that each
insertion was upon the same day of
the week viz: Wednesday. Affiant
further says that a Daily and Weekly
edition of said newspaper is published
and that the circulation of the daily
in this County exceeds that of the
Weekly and that the cost of publication
in the Daily does not exceed that of
the Weekly. J. G. Hubert
Sworn to and subscribed before me

this 12th day of June 1872

Wm A Rossmann Notary Public
in and for Ham Co. Ohio

And on the same day to wit, the 21st
day of June A.D. 1872 there was filed
in the Office of the Clerk of said
Court a certain Motion clothed in
the words and figures following to wit:

Motion
"

J. Innes Williams vs Ham. Com. Pleas

vs

No 39017

Evan L. Davis et al

Motion to confirm sale
and distribute proceeds

H. P. Lloyd Plffs Atty

And afterwards to wit, on the 26th day
of June A.D. 1872 in the term of June
of said Court the following entry
was made on the journal thereof to wit:

Min.
177

J. Innes Williams

39017 against

Evan L. Davis

- Davis his wife

Henry W. Burdall

and Rebecca Cary

On motion of the

said plaintiff by H.P. Lloyd his attorney and on producing the return of the Sheriff of this County of a sale of Real Estate made by him on the 8th day of June A.D. 1872 to Asa Robbins on an Order of sale issued in this case and dated the 29th day of April A.D. 1872, and the Court on examination of said proceedings being fully advised do find that said sale has been made in all respects in conformity to law, It is therefore ordered that the said sale and proceedings be and the same is hereby confirmed, and the said Sheriff is ordered to make to the purchaser a deed for the lands and tenements so sold according to law.

And the cause coming on further to be heard on the motion to distribute the proceeds of the said sale and the Court being fully advised, it is ordered that the Sheriff pay first the costs of this action, and the costs of Hamden Pleas Case No 38703

Second - That he pay to the Treasurer
of Hamilton County the sum of \$42.⁷³
for taxes due upon the land sold
Third - That he pay to Rebecca Cary
or her attorneys Standish & Brown
the sum of \$1122.⁵⁰ being the amount
of principal and interest due upon
the mortgage set forth in said
Rebecca Carys answer filed herein
being the next lien upon said property
Fourth - That the Sheriff pay to
H. P. Lloyd plaintiff attorney in this
case the entire balance of the pro-
ceeds of said sale, and this amount
shall be applied as a credit upon
the mortgage held by plaintiff on
the property of H. W. Burdall in
Warren County Ohio.

Final Decree

The State of Ohio
Hamilton County ss

I H. H. Tinker
Clerk of the Court of Common Pleas
within and for the County of Hamilton
and State of Ohio do hereby certify
that the foregoing is a full ^{and} correct
Transcript of the proceedings had
and entered in the case of J. Ince
Williams against Evan L. Davies
et al No 39017 as the same appears
from the records of said Court,
Vol 319 page 542 &c now in my
Office

Witness my hand ^{and} the
Seal of the Court at
Cincinnati this 13th day of
January A.D. 1874
H. H. Tinker,

Clerk Court Com. Pleas Ham. Co. Ohio
By Emil Hoffmann,
Deputy

No 39017

Sam Louis Pleas

J. James Williams

vs

Evan A. Davis et al

vs

Verdict

Accepted \$850
Paid by James S.
Burdall

Pleas at a separate session of the Court of Common Pleas in and for the First District begun and held at the Court House in the City of Cincinnati County of Hamilton and State of Ohio in the Term of January Anno Domini One thousand eight hundred and seventy two before the Hon. Charles C. Murdock one of the judges of said Court.

J. Ince William

Plaintiff

against

Evan L. Davis

Defendant

Money

38703

Be it remembered that heretofore to wit, on the 8th day of February A.D. 1872 came the above named Plaintiff by H. P. Lloyd his attorney and filed in the Office of the Clerk of said Court his certain Petition Præcipe and Affidavit clothed in the words and figures following to wit:

Petition
"

Court of Common Pleas

Hamilton County Ohio

J. Innes Williams Plff

against

Evan L. Davis Def

The plaintiff says
that his cause of action is founded
upon a promissory note made and
executed by the defendant and by
him delivered to the plaintiff who
is now the owner and holder thereof
of which said note the following
is a true copy viz:

" \$2302.²⁹ Cincinnati August 8th 1870

Thirty days after date I
promise to pay to the order of J.
Innes Williams Twenty three hun-
dred and two and ²⁹/₁₀₀ Dollars
payable at the Bank of the Ohio
Valley with eight percent interest
value received.

Cancelled
U.S. Int. Rec.
Stamp #1.²⁰

(Signed) Evan L. Davis

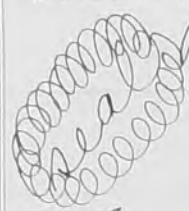
There are no credits on said
note. There is due from the def-

—endant to the plaintiff on said
note, the sum of Two thousand
three hundred and two Dollars
and twenty nine cents with interest
thereon at 8 per cent from the 8th
day of August 1870 for which sum
the plff asks judgment besides
costs of suit

H. P. Lloyd Plffs Atty.
State of Ohio
Hamilton County ss.

H. P. Lloyd being
first duly sworn according to law says
that he is plaintiffs Atty in the
foregoing action, that the Plff is
absent from the State of Ohio
that Plff's action is founded upon
a written instrument for the pay-
—ment of money only which said
instrument is in affiant's possess-
—ion and that the allegations of the
foregoing petition are true accord-
—ing to the best of his knowledge
and belief. H. P. Lloyd
Sworn to before me and subscribed

in my presence this 6th day of Feb-
ruary 1872.



S. M. Quinn Notary Public
Hamilton Co. Ohio

State of Ohio }
Hamilton County } ss.

N. P. Lloyd being first
duly sworn according to law deposes
and says that he is atty for the
Plff in this action, that the said
J. Innes Williams has commenced
an action against the said Evan
L. Davis on a promissory note
given by the said defendant to the
said plff and dated Aug. 8th 1870
for the sum of \$2302.²⁹ paya-
ble Ninety days after date with
8 per cent interest, that the said
claim is just and that the Plff
ought to recover from the defendant
the sum of Two thousand three
hundred and two Dollars and
twenty nine cents with interest and
he further saith that the defendant
is a non resident of the State of

Ohio and a resident of the State of Illinois and further this deponent saith not,

H. F. Lloyd

Sworn to before me and subscribed in my presence this 6th day of February 1872.

E. M. Quinn Notary Public
Hamilton County Ohio

Clerk of Court of Common Pleas
Ham Co. Issue summons and attachment on the petition and affidavit filed herein, returnable according to law, Indorse - Action for Money only Amount \$2302.²⁹ with interest from Aug 8th 1870

H. F. Lloyd Plffs Atty

I am security for Plffs costs

J. S. Burdral.

And on the same day to wit, the 8th day of February A.D. 1872 there issued out of the Office of the Clerk of said Court a certain Summons directed to the Sheriff of Hamilton County Ohio clothed in the words

Summons
71

and figures following to wit:

The State of Ohio }
Hamilton County } ss.

To the Sheriff of the County of
Hamilton: You are commanded to
notify Evan L. Davis Defendant
that he has been sued by J. Innes
Williams Plaintiff in the Court of
Common Pleas of Hamilton County
and that unless he answer by the
9th day of March A.D. 1872 the
petition of the said plaintiff against
him filed in the Clerks Office of
said Court such petition will be
taken as true and judgment ren-
dered accordingly.

You will make due return of this
Summons on the 19th day of February
A.D. 1872



Witness my hand and the
Seal of the said Court at
Cincinnati this 8th day of
February one thousand eight
hundred and seventy two
N. H. Tucker

Clerk of the Court of Common Pleas of
Hamilton County Ohio

By W. M. Trevor Deputy

On the back of the foregoing Sum-
mons is endorsed the following to wit:

Endorsed
" "

Summons in action for the Recovery
of Money. Amount claimed \$2302.29
with interest from the 8th day of
August 1870. For which judgment will
be taken if you fail to answer
to 19th day of February 1872.

H. P. Lloyd Atty. J. S. Burdial secu-
rity for costs.

And on the same day to wit, the 8th
day of February A. D. 1872 there issued
out of the Office of the Clerk of
said Court a certain Order of
Attachment directed to the Sheriff
of Hamilton County Ohio clothed in
the words and figures following to wit:

Order of
Attachment
" "

The State of Ohio }
Hamilton County }

Court of Common Pleas
J. Isaac Williams
Plaintiff

against Amount sworn to
Evan L. Davies \$2302.²⁹ with
Defendant interest from Aug-
-ust 8th 1870.

To the Sheriff of Hamilton County
You are hereby commanded without
delay to attach and safely keep the
lands, tenements, goods, chattels, stocks
or interest in stocks, rights, credits,
moneys and effects of the defendant
Evan L. Davies not exempt by law
from being applied to the payment
of the claims of the plaintiff

J. Innes Williams or so much thereof
as will satisfy his claim for Two
Thousand three hundred and two
²⁹/₁₀₀ Dollars and fifty Dollars
the probable costs of this action
You will make due return of this
order on the 19th day of February
one thousand eight hundred and seventy
two.

Witness my hand and the seal of
the said Court at Cincinnati
this 8th day of February A.D. 1872

Seal

N. N. Tucker

Clerk Court Com Pleas N. C. O.

By W. M. Trevon Deputy

On the back of the foregoing Order
is endorsed the following to wit:

Endorsed
71

Order of Attachment, amount sworn
to \$2302.29 Probable Costs \$50.00
To 19th day of February 1872

H. P. Lloyd Attorney

And afterwards to wit, on the 19th day
of February A.D. 1872 came the said
Sheriff of Hamilton County Ohio
and duly returned the foregoing
Order of Attachment with his
return thereon endorsed as follows to wit:

Return of
Attch^{mt}

1872 February 9th By virtue of this
writ I have this day attached in
the presence of Edward Mc Sericey
and N. C. Bell two freeholders in
Ham. Co. O. the property Coan L.
Davis as described in the Schedule
hereto attached and have caused
the same to be appraised by the
said two freeholders who under
oath state the amount at Three

thousand Dollars, also left a copy of this writ on the premises.

Jos. E. Heart Sheriff

By Geo. H. Dunkel Notary
An Inventory and Appraisement of property attached by Jos. E. Heart Sheriff of Hamilton County Ohio at the suit of J. Innes Williams against Evan L. Davis in the presence of Edward De Serisy and N. C. Dell made this 9th day of February A.D. 1872 by the said Sheriff and Edward De Serisy and N. C. Dell two freeholders of said County, the said Edward De Serisy and N. C. Dell having been first duly sworn by said Sheriff to make said appraisement to wit:

The following described Real Estate to wit: Situate in Hamilton County and State of Ohio in Millcreek Township Section 30 Township 3 Fractional Range two 2, of the Miami Purchase, Commencing at a point in the center of the old

Colerain Road and also in the center of College Avenue in front of Farmers College and running thence N. $42\frac{1}{2}^{\circ}$ W. along the center of said Colerain Road two chains and eleven links, thence N. $71\frac{3}{4}^{\circ}$ E. three chains and four links to a stake or stone standing on the East line of a lot now or formerly owned by Elanson Grant, thence E. $18\frac{3}{4}^{\circ}$ E. one chain and ninety one links to the center of College Avenue, thence E. $71\frac{3}{4}^{\circ}$ W. along the center of said Avenue two chains and twenty two links to the place of beginning. Containing one half acre with all the appurtenances thereto belonging.

Valued at \$3000.00

Witness our hands and Seals this 9th day of February A.D. 1872

Edward McHenry

A. C. Dell

seal
seal

State of Ohio }
Hamilton County } ss.

I do hereby certify

that the above named Edward De
Serisy and M. C. Dell are disinterested
freeholders of Hamilton County and
were duly summoned and sworn to
make the above valuation this
9th day of February A.D. 1872

Geo. E. Heart
Sheriff of Hamilton County Ohio

By J. N. Matlack Deputy
And afterwards to wit, on the 24th day
of February A.D. 1872 came the
said Sheriff of Hamilton County
Ohio and duly returned the foregoing
Summons with his return thereon

Return of
Summons

endorsed as follows to wit:

State of Illinois, Union County ss.
Lewis W. Bowen being first duly
sworn according to law says that on
the 22^d day of February 1872 he
served the within named Evan L.
Davies by delivering to him person-
ally a true copy of the petition and
Summons in this case.

Lewis W. Bowen
Sworn to before me and subscribed

in my presence this 22^d day of February 1872.

Attest: *Wm. K. Phillips* Notary Public
in & for Union Co. Illinois

Default
for Answer

And afterwards to wit, on the 9th day of March A.D. 1872 the said defendant having been duly served with process herein and having failed to answer or demur to the petition herein filed against him within the time prescribed by law, default for answer was entered against him by the Clerk of said Court in accordance with the rules and regulations thereof.

And afterwards to wit, on the 19th day of March A.D. 1872 in the Term of January of said Court the following order was made and entered in the journal thereof to wit:

J. Innes Williams

38703

vs

Evan L. Davies

Min.

362

Judgment

This cause came on for hearing and was submitted

to the Court without the interven-
tion of a jury upon the pleadings
and evidence the defendant being
in default for answer or demurrer.
And thereupon the Court finds that
there is due from defendant to plain-
tiff the sum of Twenty five hun-
dred and sixty ¹⁵/₁₀₀ Dollars.
It is therefore adjudged by the
Court that plaintiff recover of def-
endant said sum of \$2560. ¹⁵/₁₀₀
together with his costs herein expen-
ded and execution is awarded
therefore. —

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

I, N. H. Tinker Clerk of the Court of Common Pleas, within and for said County of Hamilton, do hereby certify that the above and foregoing is a full and correct Transcript of the proceedings had and entered in Cause No. 38703 wherein J. Innes Williams is Plaintiff and Evan R. Davies is defendant as the same appear from the files and journals of said Court in my Office remaining



In Testimony Whereof, I, the Clerk aforesaid, have herunto set my hand, and affixed the Seal of the said Court, at Cincinnati, in said County, this 4th day of September 1873

N. H. Tinker

Clerk Court of Common Pleas, Hamilton County, Ohio.

By _____ Deputy.

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

I, Chas. C. Murdock Presiding Judge of the COURT OF COMMON PLEAS, for the First District, within and for the State of Ohio, the same being a Court of Law and Record, in and for the County of Hamilton, do hereby certify, that N. H. Tinker is Clerk of said Court, and was such Clerk at the time of making and subscribing the foregoing Certificate, _____

and that the attestation of the said Clerk is in due form of law, and by the proper officer.

In Testimony Whereof, I do hereto subscribe my name, at Cincinnati, this 4th day of September A. D. 1873

Chas. C. Murdock

Presiding Judge.

THE STATE OF OHIO, } ss.
Hamilton County,

I, H. H. Tinker Clerk of the Court of Common Pleas
within and for said County of Hamilton, do hereby certify that Charles C.
Murdock

whose name is subscribed to the foregoing certificate, was at the time of subscribing the same,
Presiding Judge of the Court of Common Pleas for the first District within and for the
State of Ohio, duly commissioned and qualified, and that full faith and credit are due to all
his official acts as such.

In Testimony Whereof, I, the Clerk aforesaid, have hereunto set my hand,
and affixed the Seal of the said Court, at Cincinnati, in the said
County, this 4th day of September
A. D. 1863



H. H. Tinker

Clerk Court of Common Pleas, Hamilton County, O.

By _____ Deputy.

No 38703

Ham. Com. Pleas

J. Duco Williams

vs

Evan L. Davies

Transcript

Fee \$4.50
Per

Pleas at a separate
session of the Court of Common Pleas
in and for the First District begun
and held at the Court House in the
City of Cincinnati County of Hamilton
and State of Ohio in the Term of
January Anno Domini One thousand
eight hundred and seventy two before
the Honorable Charles C. Murdock
one of the Judges of said Court.

J. Innes Williams

Plaintiff

against

Evan L. Davis

Defendant

Money

38703

Be it remembered
that heretofore to wit, on the 8th day of
February A.D. 1872 came the above
named plaintiff by H. P. Lloyd his
attorney and filed in the Office of
the Clerk of said Court his certain
Petition and Process clothed in the
words and figures following to wit:
Court of Common Pleas

Hamilton County Ohio

Petition

J. Ince William Plff
against
Evan L. Davis Deft

The plaintiff says that his cause of action is founded on a promissory note made and executed by the defendant and by him delivered to the plaintiff who is now the owner and holder thereof of which said note the following is a true copy viz:

#2302.29 Cincinnati August 8th 1890
Ninety days after date I
promise to pay to the order of J. Ince
William Twenty three hundred and
twenty two ^{and} 29/100 Dollars, payable
at the Bank of the Ohio Valley with
eight percent interest Value received
\$120 W.S. Inst. (signed) Evan L. Davis
Cancelled
Rev Stamp

There are no credits on said note.
There is due from the defendant to
the plaintiff on said note the sum
of Two thousand three hundred and
two Dollars and twenty nine cents

with interest thereon at 8% from
the 8th day of August 1870 for which
sum the plaintiff asks judgment be-
sides costs of suit

H. P. Lloyd Plffs Atty.
State of Ohio
Hamilton County ss.

H. P. Lloyd being
first duly sworn according to law says
that he is Plaintiff Attorney in the
foregoing action, That the Plaintiff
is absent from the State of Ohio
That Plaintiff action is founded upon
a written instrument for the payment
of money only, which said instrument
is in affiant's possession and that the
allegations of the foregoing petition
are true according to the best of his
knowledge and belief.

H. P. Lloyd
Sworn to before me and subscribed in
my presence this 6th day of February 1872
J. M. Quinn Notary Public in and
for Ham. Co. Ohio
State of Ohio Hamilton County, ss.

H. P. Lloyd being first duly sworn according to law deposes and says that he is attorney for plaintiff in this action, that the said J. Innes Williams has commenced an action against the said Evan L. Davis on a promissory note given by the said defendant to the said plaintiff and dated August 8th 1870 for the sum of \$2302.²⁹/₁₀₀ payable ninety days after date with 8 per cent interest, that the said claim is just, and that plaintiff ought to recover from the defendant, the sum of Two thousand three hundred and two dollars and twenty nine cents with interest, and he further saith that the said defendant is a non-resident of the State of Ohio and a resident of the State of Illinois and further this defendant saith not

H. P. Lloyd

Sworn to before me and subscribed in my presence this 6th day of February 1872



S. M. Quinn Notary Public in and for Hamilton Co. Ohio

Clerk of Court of Common Pleas Ham.
Co: Issue summons and attachment
on the petition and affidavit filed
herein returnable according to law
Endorse action for money only, Amount
claimed \$2302.²⁹/₁₀₀ with interest from
8th 1870. A. P. Lloyd Plff Atty
I am security for costs, T. S. Burdall
And on the same day to wit, the 8th
day of February A. D. 1872 there issued
out of the Office of the Clerk of
said Court a certain Summons
directed to the Sheriff of Hamilton
County Ohio clothed in the words and
figures following to wit:

Summons

The State of Ohio
Hamilton County ss.

To the Sheriff of the County of Hamilton
You are hereby commanded to notify
Evan L. Davis Defendant that he
has been sued by J. Innes Williams
Plaintiff in the Court of Common Pleas
of Hamilton County and that unless
he answer by the 9th day of March
A. D. 1872 the petition of the said

Plaintiff against him filed in the
Clerks Office of said Court such
petition will be ^{taken as} true and judgment
rendered accordingly.

You will make due return of this
Summons on the 19th day of February
A.D. 1872.

Witness my hand and the
Seal of said Court at
Cincinnati this 8th day of
February one thousand
eight hundred ^{and} seventy two
H. H. Tucker



Clerk of the Court of Common Pleas of
Hamilton County, Ohio. By W. M. Trevor Deputy

On the back of the foregoing Summons
is endorsed the following to wit:

Endorsed
"

Summons in action for the Recovery of
Money Amount claimed \$2302.29 with
interest from the 8th day of August A.D.
1870, For which judgment will be taken
if you fail to answer. To 19th day of
February A.D. 1872 H. P. Lloyd Atty
J. S. Birdsall Security for costs.

And on the same day to wit, the 8th day

of February A.D. 1872 there issued out
of the Office of the Clerk of said
Court a certain Order of Attachment
directed to the Sheriff of Hamilton
County Ohio clothed in the words
and figures following to wit:

Order of
Attachment
"

The State of Ohio, Hamilton County
Court of Common Pleas

J. Innes Williams

Plaintiff

against

Evan L. Davis

Defendant

Amount owing to

\$ 2302.29 with

interest from Aug.

8th 1870

To the Sheriff of Hamilton County
You are hereby commanded without
delay to attach and safely keep the
lands, tenements, goods, chattels, stocks
or interest in stocks rights, credits,
moneys and effects of the defendant
Evan L. Davis not exempt by law
from being applied to the payment
of the claims of the plaintiff J.
Innes Williams or so much thereof
as will satisfy his claim for Two
thousand three hundred and two

29 Dollars and Fifty Dollars the
probable costs of this action

You will make due return of this
Order on the 19th day of February one
thousand eight hundred and seventy two

Witness my hand and the



Seal of Court at Cincinnati
this 8th day of February A.D. 1872
H. A. Tucker

Clerk Court Common Pleas H.C.O.

By W. M. Trevor Deputy

On the back of the foregoing Order
is endorsed the following to wit:

Endorsed
"

Order of Attachment, Amount sworn to
\$2302.29 Probable Costs \$50⁰⁰ to 19th
day of February 1872 H. P. Lloyd Atty.
And afterwards to wit, on the 19th day
of February A.D. 1872 came the said
Sheriff of Hamilton County Ohio and
duly returned the foregoing Order of
Attachment with his Return thereon en-
dorsed as follows to wit:

Return of
Attachment

1872 February 9th By virtue of this
writ I have this day attached in the
presence of Edward W. Serisey and

W. C. Dell two freeholders in Ham. Co. Ohio, the property of Evan R. Davis as described in the schedule hereto attached, and have caused the same to be appraised by the said two freeholders who under oath state the amount at Three thousand Dollars also left a copy of this writ on the premises.

Joe E. Hart Sheriff

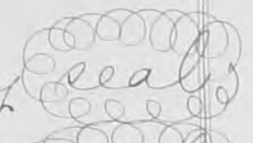
By Geo. D. Dunkel Deputy

An Inventory and Appraisement of property attached by Joe E. Hart Sheriff of Hamilton County Ohio, at the suit of J. Innes Williams against Evan R. Davis in the presence of Edward McDerney and W. C. Dell made the 9th day of February A.D. 1872 by the said Sheriff and Edward McDerney and W. C. Dell two freeholders of said County, The said Edward McDerney and W. C. Dell having been first duly sworn by said Sheriff to make said appraisement to wit:

The following described Real Estate to wit:
Situate in Hamilton County, State

of Ohio in Millcreek Township Section
30 Township 3 Fractional Range 2
of the Miami purchase, commencing
at a point in the center of the old
Coleman road and also in the center
of College Avenue in front of Farmer
College and running thence $S. 42\frac{1}{2}^{\circ} W.$
along the center of said Coleman road
two chains and eleven links, thence
 $S. 71\frac{3}{4}^{\circ} E.$ three chains and four links
to a stake or stone standing on the
East line of a lot now or formerly
owned by Clausen Grant, thence $S.$
 $18\frac{3}{4}^{\circ} E.$ one chain and ninety one links
to the center of College Avenue,
thence $S. 71\frac{3}{4}^{\circ} W.$ along the center of
said avenue two chains and twenty
two links to the place of beginning
Containing One half Acre with all
the appurtenances thereto belonging.
Valued at \$3000.⁰⁰

Witness our hands and Seals this 9th
day of February A.D. 1872

Edward McDevisey 
J. C. Bell 

State of Ohio
Hamilton County ss.

I do hereby certify
that the above named Edward De Serisy
and W. C. Dell are disinterested free-
holders of Hamilton County and were
duly summoned and sworn to make the
above valuation the 9th day of February
A.D. 1872 Jos. E. Heart Sheriff of
Hamilton County Ohio.

By J. W. Matlack Deputy
And afterwards to wit, on the 24th day
of February A.D. 1872 came the said
Sheriff of Hamilton County Ohio and
duly returned the foregoing Summons
with his return thereon endorsed as
follows to wit:

Return of
Summons

State of Illinois
Union County ss.

Lewis W. Bowen being
first duly sworn according to law says
that on the 22^d day of February 1872
he served the within named Evan L.
Davis by delivering to him personally
a copy of the petition and summons

in the case.

Lewis W. Bowen
Sworn to before me and subscribed in
my presence this 22nd day of February 1872
Thomas H. Phillips Notary Public
in and for Union County, Illinois

Default
for answer

And afterwards to wit, on the 9th day
of March A.D. 1872 the said defendant
having been duly served with process
herein and having failed to answer
or demur to the petition herein filed
against him within the time prescribed
by law default for answer was entered
against him by the Clerk of said Court
in accordance with the rules and regula-
tions thereof.

And afterwards to wit, on the 19th day
of March in the Term of January
A.D. 1872 of said Court the following
entry was made on the journal there-
of to wit:

Min.
362

J. Innes Williams
38703 vs
Evan L. Davis

Money

This cause came on

to be heard and was submitted to the Court without the intervention of a jury upon the pleadings and evidence the defendant being in default for answer or demurrer, And thereupon the Court find that there is due from the Defendant to Plaintiff the sum of Twenty five hundred and sixty ¹⁵/₁₀₀ Dollars, It is therefore adjudged by the Court that the plaintiff recover of the defendant said sum of \$2560 ¹⁵/₁₀₀ together with his costs herein expended and execution is awarded therefor.

The State of Ohio }
Hamilton County } ss.

I H. H. Tinker Clerk
of the Court of Common Pleas within
and for the County of Hamilton and
State of Ohio do hereby certify that
the foregoing is a full and correct
Transcript of the proceedings had
and entered in the case of J. Innes
Williams against Evan L. Davis No
38703 as the same appear from the
Records of said Court Vol. 333 page
377 & now in my Office

Witness my hand and the
Seal of said Court at
Cincinnati this 12th day of

January A.D. 1874
H. H. Tinker.

Clerk Court Com. Pleas Ham. Co. Ohio

By Emil Hoffmann
Deputy

No 38703.

Sam Com Pleas

3862

J. Innes Williams

vs

Edw L. Davis

Transcript

Witnessed Jan 16 1871

W. J. Day & Co.

\$2149.53 1/2

Ans 8 1/2

Dec 1 1870

paid by R. H. James
S. J. Andrews

James S. Byrdsall, plaintiff,
against
Ethan L. Dances, defendant }

Now comes defendant by his attorney,
and moves the court, to suppress
the depositions, of James S. Byrdsall
and Gloyd, taken on the
part of plaintiff, in this case,
for the reason, that the same
were not taken before an officer
who under the laws of this State
is authorized, to take them.

Henry F. Ahlness,
Atty for defd.

Jane H. Byrdson
Island

Ernest L. Davis
defd

Mother
to suppress
deposition
defd attorney

Filed Jan 17 1874
W. J. Boyce Cl.

Byodsal
vs.
Darius

If the Court sitting as a jury, finds from the evidence, that in the Court of Common Pleas of Hamilton County, State of Ohio, an action was brought by J. Innes Williams, the payee in the note, and which this present action is instituted, against Erwin L. Darius, the defendant in the present action, on the same cause of action, and which this present action is brought; that in such action defendant was duly served with process, and finally ^{personal} judgment rendered against him in such action, and such judgment is still in force, then such judgment is a complete bar to this present action, and judgment should be for defendant.

Refused

Byrdal
or
Davies.

—
Instruction
asked by defendant

Byrdsal
vs.
Darius. }

If the Court, sitting as a
Jury, find from the evidence, that
in the Circuit Court of Jefferson County,
State of Missouri, at the May Term
1873. thereof, an action was brought
by plaintiff against defendant upon
the same cause of action, on which
this present suit is instituted, and
that at the time this present suit
was instituted, such action was
still pending in said Court, and
that the parties in such action are
the same, then those in this present
suit, then the plaintiff cannot
maintain this action, and judg-
ment must be for defendant.

Refused

Bands all
no
leaves

Jan 26 1874

Byndall &
Darius.

If the Court, sitting as a Jury, find
from the evidence, that at the time, the
Note was given, upon which this action
is brought, J. Innes Williams, the
payer therein, was the owner of a Note
for \$5000., originally given by one Fischer
to one Smith and endorsed and
delivered by Smith to said J. Innes Wil-
liams; that such Note was secured by
a mortgage, given by said Fischer to
said Smith on certain Real Estate, ^{afterwards} bought
by defendant of said Fischer; that on the
same a balance of \$2302.²⁹ ^{was due} ^{as} and
that the Note, upon which this action
is brought, was given to J. Innes Wil-
liams for the identical balance due
on such Note, ^{given by Fischer as aforesaid} and that the Note, on
which such balance was due, was
not delivered up to defendant by
said J. Innes Williams as a con-
sideration therefor, but kept by
~~said~~ said Williams, as owner there-
of, then the Note, upon which this
present action is instituted, was
given without consideration, and
of the least further finds, that the
Note which is the cause of action
in this present suit, was endorsed

Given

and delivered, after its maturity,
by J. Innes Williams to plaintiff,
then the plaintiff is presumed
to have ^{taken said note with} notice of such failure
of consideration, and ~~in that case~~
~~upon such finding~~ if the court
finds the facts, as aforesaid,
the judgment should be for de-
fendant.

and delivered, after its maturity,
by J. Innes Williams to plaintiff,
then the plaintiff is presumed
to have ^{taken said note with} notice of such failure
of consideration, and ~~in that case~~
~~upon such finding~~ if the court
finds the facts, as aforesaid,
the judgment should be for de-
fendant.

J. S. Byrdal, pettff. } In the Circuit Court
 vs. } of Jefferson Co. Mo.
 Erast L. Davis, } Term 1874,
 defendant.

Now comes the defendant by his Attorney,
 and moves the court to set aside the
 finding and judgment of the court in
 the above case ~~for~~ and grant a new
 trial for the following reasons to wit:

- 1st Because the court gave declarations of law,
 asked by plaintiff, which should have been
 refused.
- 2^d Because the court ~~gave~~ refused declarations
 of law asked by defendant, which should
 have been given.
- 3^d Because the finding of the court is against
 the law,
- 4th Because the finding of the court is
 against the evidence,
- 5th Because the finding of the court is
 against the law and evidence
- 6th Because the finding of the court is
 for ~~more damages than~~ a sum greater
 than plaintiff would be entitled to
 according to the face, tenor and
 effect of the note in evidence, if
 plaintiff is entitled to recover and

such state.

7th Because the finding and judgment is for plaintiff, when it should have been for defendant.

Benny F. Ethelens
Atty for defendant.

J. S. Ryndal,
pett.

as
Ernest L. Darcet,
depts.

Madison
for a new book

Filed Jan'y 27 1874
W. S. Boyce Clerk

J. S. Byrdsal, plff, } In the Circuit
against } Court of Jefferson
Craw L. Dancy's, defd. } Co. Missouri.

Now comes the defendant by his
attorney and moves the court to
arrest the judgment rendered in
the above case for the following
reasons to wit.

1. because the petition does not state facts sufficient to constitute a cause of action in this that it does not state that the Note upon which the action is brought is filed with the petition, ~~and~~ that the same is lost or destroyed.

2. because said Note is neither filed with the petition nor is it ~~lost~~ alleged to have been lost or destroyed, therein.

Henry F. Shlens
My for depd.

On the account
of the appearance
of Mr.
Carmichael, Jan 1874.

J. A. Byrdal,
pett.

vs
Evan L. Davies,
defd.

Motion
for arrest
of judgment.

Filed Jan 29 1874
W. S. Boyce
Clerk

J. S. Byrdal, petff. } On the circuit court
against } of Jefferson County,
Evan L. Darcie, defd. } Missouri;

Be it remembered, that at the January Term 1874. of said court, and on the 29th day of January 1874. and within four days after ~~judg~~ the finding and judgment of said court in the above case, the defendant by his Attorney filed the following motion in arrest of judgment, (here copy said motion in arrest of judgment) that on the 29th day of January 1874. during said term the said motion was called up for hearing of the same, that both parties were ready to argue the same, and that, after hearing the arguments of counsel on both sides by the court, said motion was overruled by the court, and that the defendant then and there at the time excepted to the overruling of said motion by the court.

And be it further remembered, that upon with the consent of both parties leave was given defendant, ~~to file~~ ^{to file} within thirty days after the adjournment of court from said term to present his bill of exceptions to the Judge of said court in vacation, that and file the same, that the court adjourned on the 29th day of January 1874. till term in course, and therefore within said thirty days, the defendant presents this bill of exceptions as aforesaid, and prays, that the same may

be signed and sealed by the Judge of
said court and ~~clerk~~^{made}, a part of
the record, which is accordingly
done.

Dated at Chambers Parish, Washington Co. ^{Mississippi} ~~Del~~
This 20th day of February AD. 1874.
Louis F. Dinwiddie ^{sent}
Judge Nathaniel
Mo

J. L. Byrdseal
proff.

re
Evan L. Davies,
defendant.

Bill of Exceptions,
asked by deff.

correct,
Henry F. Adams
Atty, for deff.
This Bill is true,
but no irregularity
waived it in order
it be irregular to
file a Bill as to
this point only
3 Maliciously
3 for deff.

Filed Feb 23 1874

W. S. Boyce clk.
By C. H. Adams Deft.

In the Supreme Court, held at St. Louis, of the State of Missouri,

October Term, 1874
Monday November 16 1874

James S. Burdick
Defendant in Error
vs.
Evan L. Davies,
Plaintiff in Error

Error to Jefferson Circuit Court.

Now again come the parties aforesaid, by their respective attorneys, and the Court being now sufficiently advised of and concerning the premises, doth consider and adjudge that the judgment rendered herein by the said Jefferson Circuit Court be in all things affirmed and stand in full force and effect, and that the said Defendant in Error recover of the said Plaintiff in Error his costs and charges herein expended, and have execution therefor. Opinion filed.

STATE OF MISSOURI—ss.

I, JOSIAH THORNBURGH, Clerk of the Supreme Court, held at St. Louis, of the State of Missouri, certify that the above and foregoing is a full, true and complete copy of the judgment rendered in the above entitled cause, as fully as the same remains of record in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court at office in the City of St. Louis, this 16th day of December A. D. eighteen hundred and seventy-four

Josiah Thornburgh
Clerk.

490

SUPREME COURT OF MISSOURI.

James S. Burdoad
J.E.

Evans L. Davies

MANDATE.

JUDGMENT OF

Jefferson Circuit Court.

AFFIRMED.

AFFIRMED.

Filed Dec 17 78/4
Wm Boyce clck
By Chas Haines Secy

COUNTY OF JEFFERSON, MO.

THE STATE OF MISSOURI,

To the Sheriff of the County of Jefferson, Greeting:

Whereas, James S. Burchall, *plff.*

on the twenty ninth

day of January, in the year of our Lord eighteen hundred and seventy four, at our Circuit Court, hath recovered against

Evans & Davies, *defts.*

the sum of *seventy two hundred & seventy six & 62/100* dollars for his debt and damages

with interest thereon from date of judgment at eight per cent per annum, and costs of suit herein expended. And it was at the same time further adjudged that Plaintiff have special execution against the property herein attached to wit: The following described real estate situate in Jefferson County State of Missouri ~~to wit~~, as the property of Evans & Davies together with all his right, title interest and claim therein viz: A tract of land containing one hundred and twenty acres more or less beginning at the South East corner of the Robert Jewell Claim being United States Survey No 1832, in Township forty North of Range four East, thence running North 20° and 30' East 38 chains to the North East corner of Lot Number seven of the Sub-division of said Survey as heretofore made and Recorded in the Records office of Jefferson County Missouri and also corner of said Survey also thence 69° 30' West along said Survey line until it strikes the Saint Louis and Missouri Mountain Railroad, thence in a southerly ~~line~~ course along the East line of said Railroad to the South end of said Survey thence South sixty nine degrees & thirty minutes 69° 30' to the South East corner of the claim or survey aforesaid being the place of beginning being the same tract of land conveyed by Oscar Dover and wife to Edwin Davies by deed dated June 16th 1868, and Recorded in Book 7, pages 320 & 321 of the Records in the Records office of Jefferson County Missouri and if said property be not sufficient to satisfy said debt damages and costs then the same to be levied on any other ~~lands and chattels or Real Estate~~ belonging to said defendant, ^{apart} and Real Estate of the said Evans & Davies

you cause to be made the said Debt, Damages and Costs, and that you have the same before the Judge of said Court on the second Monday of January next, to satisfy the Debt, Damages and Costs aforesaid, and that you certify how you execute this writ, and have you then there this writ.

Witness, W. S. BOYCE, Clerk of our said Circuit Court at Hillsboro, this

Twenty first day of December

A. D. eighteen hundred and seventy four

R. O. No. Nine Sept 20
W. Boyce
Clerk.

This execution came to hand the 21st day of December 1874 and I did on the same day levy it upon the following described Real Estate and property lying and being in Jefferson County Missouri as the property of Evan L. Davies and described as follows to wit: A tract of land containing One hundred and twenty acres more or less beginning at the South east corner of the Robert Jewett Claim, being hunted states survey No 1832 in township forty north of Range four east thence running north 20 degrees and $\frac{30}{100}$ east 38 chains to the North east corner of lot number seven of the subdivision of said survey as heretofore made and recorded in the Recorder's office of Jefferson County Missouri and also corner of said survey, also thence 69 and thirty hundredths degrees west along said survey line until it strikes the St Louis and Iron Mountain railroad, thence in a southerly course along the east line of said Railroad to the south end of said survey thence South sixty nine degrees thirty minutes to the south east corner of the Claim or survey aforesaid being the place of beginning being the same tract of land conveyed by Oscar Dover and wife to Evan L. Davies by deed dated June 16th 1868 and recorded in Book 3 pages 320 and 321 of the records in the Recorder's office of Jefferson County Mo. - and having previously to the day of sale hereinafter mentioned given at least twenty days notice of the time terms and place of sale, and of the Real Estate to be sold and where situated as the law directs by advertisement in the Jefferson Democrat a newspaper published in said County, I did on the fifteenth day of January 1875 between the hours of nine o'clock in the forenoon and five o'clock in the afternoon of that day agreeably to said notice, at the Court House door in said County of Jefferson and during the session of the Circuit Court of said County at the January term thereof A D 1875 expose to sale at public auction for ready money all the right title, interest and estate of the said Evan L. Davies of in and to the above described Real Estate and James D Burdwell being the highest and last bidder for said Real Estate at the price and sum of fifty dollars the same was stricken off and sold to him for that sum.

And this execution is returned not satisfied for want of more property on which to levy and make the same
January 15th 1875

J. B. Mop Sheriff

No. 17
TO THE CIRCUIT COURT OF

JEFFERSON COUNTY.

James D Burdwell TERM, 1875

James D Burdwell

Evan L. Davies

Judge. Jan'y 29 1874.
Sub. 8 c/o

Shinnick. \$ 2276.62

Carver & Co. 23.03

Mop & Co. 1.00

Amphiboly & Co. 16.75

2317.40

10.58

2306.82

2303
10.58
2313.40

235-
100-
95-

Sheriff's Sale.

By virtue and authority of a special execution issued from the office of the Clerk of the Circuit Court of Jefferson county, Missouri, and to me, the undersigned Sheriff, delivered, in favor of James S. Burdick, and against Evan L. Davies, bearing date December 21st, 1871, and returnable to the January term thereof, I have levied it upon and seized the following described real estate and property, lying and being in Jefferson county, Missouri, as the property of Evan L. Davies, and described as follows, to-wit:

A tract of land containing one hundred and twenty acres, more or less, beginning at the south-east corner of the Robert Jewett claim, being United States Survey No. 1632, in township forty north of range four east, thence running north 20 degrees and 30-1-0 east 38 chains to the north-east corner of lot number seven of the sub-division of said survey, as heretofore made and recorded in the Recorder's office of Jefferson county, Missouri, and also corner of said survey, also thence 60 and thirty-hundredth degrees west, along said survey line, until it strikes the St. Louis and Iron Mountain railroad, thence in a southerly course along the east line of said railroad to the south end of said survey, thence south sixty-nine degrees and thirty minutes (60 and 30) to the south-east corner of the claim or survey aforesaid, being the place of beginning, being the same tract of land conveyed by Oscar Dover and wife to Evan L. Davies, by deed dated June 16th, 1868, and recorded in book Z, pages 320 and 321 of the records in the Recorder's office of Jefferson county, Missouri.

And I will, on **Friday, the 15th day of January, 1873**, at the Court House door, in the town of Hillsboro, in the county of Jefferson, State of Missouri, between the hours of nine o'clock in the forenoon and five o'clock in the afternoon of that day, and during the session of the Circuit Court, sell all the right, title, claim, estate and property of the said Evan L. Davies, of, in, and to the above described real estate and property for cash in hand, to the highest bidder, to satisfy said execution and costs. Dated at Hillsboro, this 11th day of December, A. D., 1871.

STATE OF MISSOURI, County of Jefferson.

Be it Remembered, That on this 18th day of January, 1875, before the undersigned Clerk of the Circuit Court of Jefferson county, Mo. came R. W. McMULLIN, who, being by me duly sworn, says the annexed advertisement was published in the JEFFERSON DEMOCRAT, a newspaper printed and published in the County of Jefferson, State of Missouri, of which he is printer, for 2 weeks, the first insertion being on the 25 day of Dec, 1874, and the last insertion on the 15 day of Jan, 1875, as follows, to-wit:

In No. 57,	Dec 25	, 1876
In No. 52,	Jan 1	, 1875
In No. 1,	Jan 5	, 1875
In No. 2,	Jan 15	, 1875

Sworn to and subscribed before me, this

18 day of June 1875.

Printer's Fee, \$12.50)

Affidavit, §

A R Howell Co. Clerk.

Received Payment,

287

1440

James A. Burdick } In the
vs } Circuit
Evan L. Davies } Court of
Jefferson
County Missouri

Now at this day comes
W. R. Donnell and for
answer to Interrogatories
filed by Plaintiff in the
above cause says

1st That at the time of the
Service of the Garnish-
=ment on him in the
above cause he had
in his possession and
custody and under his
control one County
Warrant of Jefferson
County Missouri bearing
date October 18th 1875 and
numbered 856 drawn on
the Treasurer of said
Jefferson County in favor
of and payable to Evan
L. Davies the above named
defendant, and still now
has said County warrant

James A. Burdall
vs

Erwan L. Davies

Answer of
W. R. Donnell
Garnishee to
Interrogatories

3862

Filed Jan'y 14 1876
C. H. H. (Horne)
Clerk

in his possession it being
a warrant for seventeen
\$⁵⁰/₁₀₀ Dollars - otherwise
he said Garnishee did not
and does not now owe said
Erwan L. Davies any money
or have in his possession
or control any other property
of said Davies

W. R. Donnell

1st The Court declares the Law to be
that the Transcript of judgment
read in evidence of the Court of
Common Pleas in Hainington
County being a proceeding by
attachment ~~and~~ ^{against} against Evan
L. Davies who was a non resident
of that State is no bar to this
action

2 The Court declares the Law to
be that the action brought on the
note in suit prior to the present
one in this Court is no bar to
the present action

3 The Court declares the Law to be
that the burden of proving failure or
of consideration of the note in suit rests
upon Defendant and unless he has
proven the same to the satisfaction
of the Court he can not recover in this
case on that account,

28
Davis,

Off instructions

Judgment January 29th 1874,
 For. 2276 $\frac{62}{8070}$

John S. Burdall ^{vs} Free Bill.

Erwin L. Davis ^{vs} deft.

Bryce clk.

May 2 1873, Writ ¹⁰⁰ motion ²⁰ amend aff. ²⁰ aff. ²⁵ 1.65
 Leave to ans ²⁰ order for papers ³⁵ 2 judgt ¹⁰⁰ 1.55
 Leave to ans ²⁰ leave to withdraw motion ²⁰ 40

Sept 1, 1873

ans files ²⁰ motion ²⁰ leave to file rep ²⁰ cont. ²⁵ 85

Jan 5 1874 rule ²⁰ order to search for papers ³⁵ 35

report ³⁵ leave to supply ans ²⁰ 35

Depositions sub. ²⁰ motion ²⁰ disimp ³⁵ 75

" sub. ³⁵ Judgt. ⁵⁰ ver. ³⁵ issue joined ²⁵ 1.45

Motion for new trial ²⁰ Motion in ans ²⁰ 40

Ent. remittitur ³⁵ Judgt. ⁵⁰ issue joined ²⁵ 1.10

Ver. ³⁵ rules ⁴⁰ Bill Ex ³⁵ 1.10

Draw. 10.58 by deft. 31.10 costs 75, 10.58 / 20.93
 22 files 1.10 31.10 costs 75, 1.95
 By fee fees. 23.88

Bellop Shff.

Writ ¹⁰⁰ to 1.00 1.00

Transcript Williams vs Davis 4.50

" " vs Davis 8.00

" " " 3.75

Paid by Burdall, 16.75

16.75
 39.78
 40.63

23.88
 10.58
 10.38

Burdal

no 1

James

Free Bell