notice of a motion for a new trial of this cause.

3060. G. W. Rupert, plaintiff.

-vs-

G. G. Rupert, and Gadie Palmer, late partners under the name of Rupert & Palmer.

On Cognovit.

This day came the plaintiff by W. J. Peers, his attorney, and thereupon came H. Kemper one of the attorneys of record of this Court, who, by virtue of a warrant of attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said defendant herein, and by virtue of the same warrant of attorney, confesses that there is due from said defendant to said plaintiff, as is alleged in said plaintiffs petition, the sum of $222.67. It is therefore considered that said plaintiff do recover of said defendants the said sum of $222.67 so as aforesaid confessed to be due, together with costs of suit herein to be taxed, and with interest to be computed at the rate of six per centum per annum. And by virtue of said warrant of attorney all errors are released, and all right of appeal, and all right to file a petition in error are waived.

3061. G. W. Rupert, plaintiff.

-vs-

G. G. Rupert, and Gadie Palmer, late partners under the name of Rupert & Palmer.

On Cognovit.

This day came the plaintiff, by W. J. Peers his attorney, and thereupon came H. Kemper, one of the attorneys of record of this Court, who, by virtue of a warrant of attorney duly executed, and now produced in open Court and duly proven, waived the issuing and service of process, and entered appearance of said defendants herein, and by virtue of the same warrant of attorney, confesses that there is due from said defendants to said plaintiff, as is alleged in said plaintiffs petition, the sum of $139.79. It is therefore considered that said plaintiff do recover of said defendant the said sum of $139.79 so as aforesaid confessed to be due, together with costs of suit herein, to be taxed, and with interest to be computed at the rate of six per centum per annum. And by virtue of said warrant of attorney, all errors are released, and all right of appeal, and all right to file a petition in error are waived.

And thereupon the Court adjourned to eight oclock tomorrow morning.

Wednesday Nov. 7th 1877. Court met pursuant to adjournment.
Present Hon E. M. Phelps, Judge, and same officers of the Court as yesterday.

2912. The Ohio Building and Loan Association, plff.

-vs-

John O. Hooker, Miriam Hooker, and Alfred Purlingcourt. Defts.

Now come the plaintiff herein, and the defendant being in default for answer, and demurrer, the Court find that the allegations of the petition are confessed by them to be true. It is therefore considered by the Court that the said plaintiff recover from the said defendants the said sum of $407.35 and its costs herein expended taxed at $. The Court further find that the defendants John O. Hooker, and Miriam Hooker his wife executed and delivered to the plaintiff the Ohio Building, and Loan Association, the mortgage in the petition described, and on the premises therein described, towit: "In lots number 507 and 508 in Clime and Marbles addition to the town of Delphos, Van Wert County Ohio."
That said mortgage was duly recorded in Vol. 10, pages 116 and 117, of the records of mortgages, Van Wert County, Ohio, and is the first and best lien on the premises described in the petition. The Court further find that the condition of defeasance in said mortgage has been broken, and that said plaintiff is thereby entitled to have defendants equity of redemption foreclosed. It is therefore considered, and decreed that unless the said defendant shall within ten days from the entry of this decree pay or cause to be paid to the Clerk of this Court the costs in this case, and to said plaintiff the sum of Four Hundred seven and 35/100 dollars with interest from the 29th day of October 1877, according to the terms of said mortgage deed, the defendants equity of redemption be foreclosed and said premises shall be sold free from the dower interest of Miriam Hooker, and an order of sale shall issue therefor to the sheriff of Van Wert County Ohio directing him to sell said premises as upon execution, and bring the proceeds into Court for further order.

2915. The Ohio Building & Loan Association plff.

-vs-

Silas A. Cordell, Nancy E. Cordell his wife and C. A. Evans. defts.

Now come the plaintiff herein, and the defendant being in default for answer, and demurrer, the Court find that allegations of the petition are confessed by them to be true. It is therefore considered by the Court that the said plaintiff recover from the said defendants the said sum of $212.40 and its costs herein expended taxed to $. The

Citation:
"Van Wert, Ohio, United States records," images, FamilySearch (https://www.familysearch.org/ark:/61903/3:1:3QHV-J381-HL6B?view=fullText : Oct 9, 2026), image 134 of 680; Northwest Ohio-Great Lakes Research Center.
Image Group Number: 008709618

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