CRAWFORD COUNTY

APPEARANCE DOCKET

BOOK 209

1921

PIRRELLO ENTEPRISES INC.
Scanned August 2020

FEBRUARY TERM, 1921

Roy S. Peters
1

Lillian Tuttle
vs
Monroe Tuttle
Issued Nov. 8, 1920

	#
Tax & writ (paid)	2.00
Shff. Snodgrass	1.60
Shff. Snodgrass mil.	1.60
Shff. Snodgrass one mile	6.50
J. E. Bossard, Master (paid by libellant)	25.00
Pro. Greeley	9.10
Atty	3.00

Subpoena in Divorce
And now, Nov. 8, 1920, subpoena awarded, Returnable to first Monday of Jany 1921. (Signed) Thos. J. Prather, P.J.
January 3rd 1921. The within named respondent Monroe Tuttle was not found in my bailiwick.
So answers
James A. Snodgrass.
Sheriff.
Jan. 5, 1921, Alias Subpoena be issued returnable to first Monday of Feb. next.
Alias subpoena rec'd. Feb. 7, 1921, the within named Monroe Tuttle is not found in my bailiwick.
So answers James A. Snodgrass, Sheriff
Feb. 15, 1921. Order issued to Sheriff for publication of proclamation in divorce, returnable to 1st Monday of April next.

May 13 1921 Recd of Peff by atty Eighteen and 80/100 dollar Shff & Prothys Costs
V. L. Greeley Paid

May 14 1921 Recd of Pro Greeley Nine and 10/100 Dollars my costs.
Jas A. Snodgrass Sheriff

And now, April 4, 1921, I, James A. Snodgrass, Sheriff of Crawford County, do hereby certify and make return, That I have made proclamation in the above entitled case, according to law, and caused the same to be published in the Scranton Times, a newspaper printed within my bailiwick for four weeks successively prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached. So answers James A. Snodgrass, Sheriff.

And now, to wit, April 4, 1921, On motion in open court, Jeff. E. Bossard, Esq., is appointed Master to take testimony on the part of the libellant, and make return thereof to the court.
(See paper filed) Com. issued. (Signed) Thos. J. Prather, P.J.

May 12, 1921. Testimony and report of Master filed.
On Argument List for May Term, 1921. No. 28.

June 1, 1921, After due consideration, a divorce is decreed as prayed and at expense of respondent. Per Curiam.

Decree: And now, to wit: June 1, A.D., 1921, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed,

That the said Lillian Tuttle be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Lillian Tuttle, the libellant, and the said Monroe Tuttle, the respondent; and that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent, at any time heretofore in pursuance of said marriage, shall cease and determine;

And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married. Per Curiam.

(See paper filed.)

FEBRUARY TERM, 1921

J. Berry Eckels
2

June 22 1926
Rec'd of Pfff by
atty Seven Dollars
as Costs
V. L. Greeley Pro

Nettie Davis Wilcox
vs.
Everett Ward
Entered Nov. 8, 1920

Pro. Greeley and tax	2.00
Pro Y cert copy of docs	1.00
Pro. Greeley	1.50
Atty June 18-1926-	3.00
Pro Y cert copy etc	2.50

Case Stated

For the opinion of the Court as to whether or not certain bequests in the will of Robt. F. Wilcox, deceased are an encumbrance upon a certain lot of 50 x 140 feet, on Bussey Ave in the Borough of Bonneauville.

And now, Nov. 5, 1920, hearing on the within case stated is set for Dec. 6, 1920 at 10 o'clock A. M.; fifteen days' notice to be given to said legatees herein mentioned.

Per Curiam.

Dec. 3, 1920. Proof notice to legatees, of the hearing in this case, filed.

Now, Dec. 10, 1920, After due consideration of the within case stated, the charitable bequests and trusts are adjudged void, for the reason that testator died within thirty days after the execution of said will; and it is adjudged that plaintiff as sole legatee, devisee, and residuary legatee, takes testators entire estate the personalty absolutely and the realty in fee; Therefore judgment is rendered in favor of plaintiff and against defendant, for $200.00; costs to be paid by plaintiff. Per Curiam.

(See paper filed)

Debt $200.00
Int. from Dec. 10, 1920.
Judgment
V. L. Greeley, Pro.

W & J 212

Continued on page

FEBRUARY TERM, 1921

Leland J. Culbertson

3

Petition of George B Marsh for Satisfaction of an old mortgage given by Edward Lewis to Aaron Lyon, Admr of Hanson Lyon, decd, and assigned to Aaron L Gee recorded in Mortgage Book N. page 80. Entered Nov. 8, 1921

Pro. Greeley	5.00
Shff. Snodgrass	3.75

Nov. 8, 1920. Petition presented in open Court and filed.

And now, Nov. 8, 1920, the foregoing petition having been presented and read in open Court and after due consideration thereof, it is hereby ordered that the Sheriff give notice of the above proceedings to the said Aaron L Gee, or to his heirs or legal representatives, if he, they or any of them be found, and by publication in the Spartanburg Sentinel, a newspaper of general circulation in said County of Crawford for four consecutive weeks, which said notice shall briefly state the facts set forth in the within petition, and require the said assignee of the said mortgage and all persons interested to appear in this Court on Monday January 3, 1921, at 10 o'clock A.M, to show cause, if any they have, why the land subject to the encumbrance of the said mortgage should not be released and discharged forever from the said lien. Service of said notice as aforesaid to be made at least twenty days prior to said January 3, 1920. Per Curiam. (See paper filed) Same day, Order issued to Sheriff.

Jan. 3, 1921 Sheriffs return to the order of court with proof of publication attached, filed. Decree. And now January 3rd, 1921, the Sheriff of this County having made his return to the order of this Court heretofore made and to him directed in this case that after diligent search he was unable to find the holder of said mortgage or his heirs or legal representatives or any holder of mortgage described in said petition, within his bailiwick upon whom he could serve the said order as he was therein directed and that in obedience to said order he had thereupon given public notice of the facts set forth in said petition to all persons interest in the matter by an advertisement published once a week for four successive weeks after the presentation of said petition, in the Spartanburg Sentinel, a newspaper published in said County as appears by return of said Sheriff and proofs of publication attached thereto on file in this case, and to the Court Shown, which are deemed sufficient to the Court, and it further appearing to the Court that no answer to said petition having been filed or cause shown satisfaction of the mortgage described in the petition should not

Continued on page 451

FEBRUARY TERM, 1921

Geo. Eldred

4

Petition of Shields S. Green for satisfaction of a mortgage given by George West and Erdma West, his wife, to Erastus J. Carter, recorded in Mortgage Book 2 p 118 Entered Nov. 8, 1920.

Pro. Greeley	5.00
Shff. Snodgrass,	3.75
Titusville Herald	16.40
Harry F. Miller, Recorder	2.25

Jan. 18, 1921. Recd from Geo Eldred, Esq. $27.40, being the costs of this proceeding including Recorders fees for recording &c. V.L. Greeley, Pro.

Janry 18th 1921 Recd of Pro Greeley Adv costs 16.40 and three dollars seventy five cents my costs making a total of $20.15 Jas A. Snodgrass Sheriff

Jan 18 1921 Recd of Pro Greeley Two and 25/100 Dollars my costs Harry F. Miller Recorder. Per F.A.B.

Nov. 8, 1920. Petition presented in open court and filed.

And now, November 8, 1920, the foregoing petition having been presented in open court, the court upon due consideration thereby directs the Sheriff of Crawford County to give notice to all known parties in the county interested in such encumbrance or charge, whose residences are known, by copy served personally, or left at their place of abode, and to all such parties out of the county, if any, and to all such unknown parties by public notice published in a newspaper within the county, once a week for four successive weeks, which notice shall briefly state the facts set forth in the petition and require the parties to appear in court on the 2d Monday of Dec. next it being Dec. 13, 1920, to answer the petition of Shields S. Green. Per curiam. (See paper filed) Nov. 8, 1920. Order issued to Sheriff.

Dec. 17, 1920. Sheriffs return to the order of court with proof of publication of notice attached, filed.

Jan. 3, 1921 Sheriffs return to the order of Court with proof of publication attached filed.

Final Decree. And now January 3, A.D. 1921, the Sheriff of Crawford County having returned that he was unable to find the said Erastus J. Carter, or his legal representatives, or the holder or holders of the within mentioned mortgage in his bailiwick, and that in obedience to the said order of court to the said sheriff directed a notice of the facts set forth in the foregoing petition was advertised once a week for four successive weeks after the presentation of the said petition in the Titusville Herald, a daily newspaper published at Titusville, in Crawford County, as appeared by a copy of said advertisement and affidavit of publication annexed to the return of said sheriff, James A. Snodgrass. And no person appearing to answer the said petition as aforesaid and the court being satisfied of the truth of the allegations of the said petition, it is, on motion of Geo. Eldred, Esq., for petitioner, ordered and decreed that the prayer of said petition be granted and that satisfaction shall be entered by the Recorder of Deeds of Crawford County on the record of the mortgage given by George West

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FEBRUARY TERM, 1921

J. E. Bossard 5	Mrs. E. L. McKay vs George B. Stevens. Issued Nov. 8, 1920 Pro. Greeley 2.00 Sheff Snodgrass 9.00	Of No. 90 November Term, 1915. Scire Facias to revive and continue lien of above judgment, Returnable to next term. Writ returned: Dec. 7, 1920, served the within writ on the within named deft. George B. Stevens, by handing him personally a true and attested copy thereof at his dwelling house in Summerhill Tp, also by making contents known. So answers James A. Snodgrass, Sheriff.

FEBRUARY TERM, 1921

Leland J. Culbertson 6 Otto Kohler Dec 6, 1920	William Reddick and Rachel Reddick vs. Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased. Issued Nov. 10, 1920 Tax writ (pd by Atty) 2.00 Sheriff Snodgrass 12-29-23 2.50 Pro. Steele pd 1.00	Summons in Assumpsit, Returnable to first Monday of December next. Plaintiff demands a jury trial M. Pp 220-220 Nov. 10, 1920. Affidavit that plaintiffs claim exceeds $300.00, filed. Writ returned: Nov. 13, 1920, served the within writ on the within named Nancy F. Mondereau, Executrix by handing a true and attested copy thereof to an adult member of her family at her residence in Meadville, Pa. So answers James A. Snodgrass, Shff.

FEBRUARY TERM, 1921

Leland J. Culbertson vs Wm. K. Ohler Dec. 6, 1920	Minnie B. Lininger vs Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased. Issued Nov. 10, 1920 Tax & writ paid by Atty $2.00 Sheff. Snodgrass 2.50 Pro. Speedy 12-29-20 pd 1.00	Summons in Assumpsit, Returnable to first Monday of December next. Plff. demands jury trial M. Pl. 220-220. Nov. 10, 1920 Affidavit that Plff's claim exceeds $300.00, filed. Writ returned: Nov. 13, 1920, served the within summons on the within defendant, Nancy F. Mondereau, Executrix, by handing a true and attested copy thereof to an adult member of her family at her dwelling house in Meadville, Pa. So answers James A. Snodgrass, Sheff.

FEBRUARY TERM, 1921

Leland J. Culbertson & Otto Kohler Dec. 6, 1920	William G. Brown and Pauline Brown, his wife vs Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, dec'd Issued Nov. 10, 1920. Tax & writ (paid by Atty) 2.00 Shff. Snodgrass, 2.50 Pro. Speeley 12-29-23 1.00	Summons in Assumpsit, Returnable to First Monday of December next. Plff. demands jury trial. D. M. pp. 220-220. Nov. 10, 1920. Affidavit that Plffs. claim exceeds $300.00, filed. Writ returned: Nov. 13, 1920, served the within writ on the within named defendant Nancy F. Mondereau, Executrix, by handing a true and attested copy thereof to an adult member of her family at her dwelling house, in Meadville, Pa. So answers James A. Snodgrass, Shff.

FEBRUARY TERM, 1921

Thomas & Thomas
vs
Lillian R. Faulkner
vs.
John W. Faulkner
Issued Nov. 10, 1920.

Subpoena in Divorce.
And now, Nov. 10, 1920, subpoena awarded, Returnable First Monday of January, 1921.
(signed) Thos. J. Grather, P.J.

Jay & writ (paid by Lib.)	2.00
Shff. Snodgrass,	1.60
Shff. Snodgrass on al	1.60
Shff. Snodgrass on Proc	6.50
Pro. Greeley	9.10
O. Clark Kent Master (paid by Lib.)	25.00
Atty	3.00

January 3rd 1921 The within named respondent-John W. Faulkner could not be found in my bailiwick.
So answers, James A Snodgrass.
Sheriff.

Jan. 3, 1921. Alias subpoena be issued returnable to First Monday of February next.

Alias subpoena petd. Feb. 7, 1921, the within named respondent John W. Faulkner, is not found in my bailiwick.
So answers James A. Snodgrass Shff.

Feb. 7, 1921 Order issued for Publication

April 14, 1921, Recd from libellant per Attys $18.80, being Shffs. & Pros. costs.
D. L. Greeley Pro.

April 14, 1921 Recd from Pro. Greeley $9.70, being Shffs costs, & printing of proclamation.
James A. Snodgrass Sheriff

of Sheriffs proclamation, returnable to first Monday of April next.

And now, April 4, 1921, Made proclamation in above entitled case according to law, and caused the same to be published in the Scranton Times, a newspaper printed within my bailiwick for four weeks successively prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached.
So answers James A. Snodgrass, Sheriff.

And now, April 4, 1921, O. Clark Kent, Esq. is appointed Master in this case. By Thos. J. Grather, P. J. (See paper filed.) Com. issued.

April 26, 1921 Testimony and report of Master filed
On Argument List for May Term, 1921 No. 29

June 1, 1921, After due consideration, a divorce is decreed as prayed and at cost of respondent. Per Curiam.

Decree:- And now, to wit: June 1, A.D. 1921, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed,

That the said Lillian R. Faulkner be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Lillian R. Faulkner, the libellant, and the said John W. Faulkner, the respondent; and that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent, at any time heretofore in pursuance of said marriage shall cease and determine;

And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married. Per Curiam.

(See paper filed.)

FEBRUARY TERM, 1921

Leland J. Culbertson
10

Otto Kohler Dec. 6, 1920

Phoebe Finney
vs
Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased
Issued Nov. 13, 1920

	#
Tax + writ (Atty paid)	2.00
Shff. Snodgrass	2.50
Pro. Speeley 12-29-23 pd	1.00

Summons in Assumpsit, Returnable to first Monday of December, 1920
Plaintiff demands a jury trial
D. M. pp. 220-220.
Nov. 13, 1920 Affidavit that plaintiffs claim exceeds $300.00, filed.
Writ rcvd: Nov. 17, 1920, Served the within summons on the within named defendant, Nancy F. Mondereau, by handing a true and attested copy thereof to an adult member of her family at her dwelling house in Meadville, Pa
So answers, James A. Snodgrass, Shff.

J. E. Bossard

11

In the matter of the Incorporation of The Ministers Protective Society Entered Nov. 13, 1920

Pro. Greeley (pd by W. C. Smith) $3.00

Nov. 13, 1920. Certificate for incorporation filed.

Dec. 6, 1920 Proofs of publication filed.

Decree: And now, to wit Dec. 6, 1920 the within certificate of incorporation having been on file in the Office of the Prothonotary of said Court since the 13th day of November 1920, as appears from the entry thereon, and due proof of said publication of notice having been presented to me, I hereby certify that I have perused and examined said instrument and find the same in proper form, and within the specific purposes of corporations of the first class according to Section IX of the Act of Assembly of April 29th, 1874, and that said purposes are lawful and not injurious to the community. It is therefore ordered and decreed that the same be approved and that upon the recording of the said Charter and its indorsements and this order in the Office of the Recorder of Deeds in and for Crawford County, Pennsylvania, the subscribers thereto and their associates shall thenceforth be a corporation for the purposes and upon the terms and under the name therein stated.

Per Curiam
Thos. J. Prather
President Judge.

FEBRUARY TERM, 1921

Wm. W. Henderson 12 Otto Kohler Dec. 6/20	Clara L. McCoy, Executrix of last will of John D. McCoy, deceased, vs. Nancy F. Mondereau, Executrix of last will of Isaac Mondereau, deceased. Issued Nov. 15, 1920. Jay & work (pd by Atty) 2.00 Shff. Snodgrass 12-29-23 2.50 Pro. Speelby pd 1.00	Summons in Assumpsit, Returnable to first Monday of Dec. next. M fp. 220-220 Writ returned: Nov. 17, 1920, served the within summons on the within named Nancy F. Mondereau, by handing a true and attested copy thereof to an adult member of her family, at her dwelling house. So answers James A. Snodgrass, Shff.

FEBRUARY TERM, 1921

Wm. W. Henderson 13 Otto Kohler Dec. 6/20	Pearl Morris vs Nancy F. Mondereau Executrix of last will of Isaac Mondereau, deceased. Issued Nov. 15, 1920 Jay & writ (pd by Pltff) 2.00 Shff. Snodgrass 2.50 P/C. Greeley 12-29-23 pd 1.00	Summons in Assumpsit, Returnable to first Monday of Dec. next. M Kpp. 220-220 Writ pctd: Nov. 17, 1920, served the within summons on the within named Nancy F. Mondereau, by handing a true and attested copy thereof to an adult member of her family at her dwelling house. So answers James A. Snodgrass, Shf.

FEBRUARY TERM, 1921

Wm W. Henderson 14 Otto Kohler Dec 6/20	John R. Reed vs. Nancy F. Mondereau Executrix of last will of Isaac Mondereau, deceased. Issued Nov 15, 1920 Jay writ (pd by pltff) 2.00 Shff Snodgrass 2.50 Pro. Speeley 12-29-20 pd 1.00	Summons in Assumpsit, Returnable to first Monday of December next. Writ returned: Nov. 17, 1920. Served the within Summons on the within named Nancy F. Mondereau, by handing a true and attested copy thereof to an adult member of her family at her dwelling house. So answers James A. Snodgrass, Sheriff.

FEBRUARY TERM, 1921

Roy S. Peters

15

Petition of Alice S. Williams for the appointment of a Guardian for Laura L. Smith, as a person of weak mind - a resident of the City of Meadville
Entered Nov. 15, 1920

Pro. Greeley 1-12-21 paid 3.00
Pro. G on acct 9.25
adv acct 3.00

Nov 21 1922 Rec'd of Guardian Ivelia and 25/100 my costs and adv acct
V. L. Greeley Pro

Nov. 15, 1920. Petition presented in open court and filed. Sp. 211

And now, to wit, November 15, 1920, upon presentation of the foregoing petition in open court, and after due consideration thereof, a rule to show cause why the said Laura L. Smith should not be adjudged a person of weak and feebled mind and mentally defective, and unable to take care of herself and her property, and why a suitable person should not be appointed as guardian for her and her estate - is hereby granted, returnable and for hearing on first Monday of December - the 6th day of December, 1920, at 9 o'clock A.M.; and it is further ordered and decreed that ten days written notice thereof be given to the said Laura L. Smith personally, and to any relatives living within the jurisdiction of the Court personally, and to the relatives living without the jurisdiction of the Court by registered mail.

(See petition filed.) 6 copies certified. Per Curiam.

Dec. 6, 1920. Proof of service of petition and order of Court upon respondent and next of kin, filed.

And now, to wit, December 6, 1920, upon further hearing of the petition heretofore filed, and after evidence heard in open Court, it appearing to the Court that due and legal notice thereof was given to the said Laura L. Smith and to other relatives as required by order of Court heretofore made, and the said Laura L. Smith is hereby adjudged to be a weak and feeble mind and unable to take care of herself and her property, and it further appearing that in consequence thereof she is liable to lose and dissipate the same and to become the victim of designing persons, a guardian for her and her estate should be appointed, it is now ordered, adjudged and decreed that Alice S. Williams be and she hereby is appointed as said Guardian; bond to be required in the sum of Two Thousand Dollars, with sureties to be approved by the Court.

(See paper filed.) Per Curiam.

Dec. 7, 1920. Bond of Alice S. Williams, Guardian, with U.S. Fidelity & Guaranty Co. as surety, in the sum of $2000.00, approved by the Court and filed.

Continued on Page 595

Jany 19, 1921. Inventory and appraisement, amounting to $1638.44, filed.

Feb. 28, 1921, Petition of Guardian of Laura L. Smith, a weak minded person, to pay unpaid bills, to procure nurses and to borrow money, filed.

Order.

And now, to-wit, Feb. 28, 1921, upon presentation of the foregoing petition in open Court, and after due

FEBRUARY TERM, 1921

John A. Northam 16	Petition of E. Knickerbocker and Anna Knickerbocker, his wife, for the adoption of Dorothy Knickerbocker an adult person as their child and heir. Entered Nov. 16, 1920 Pro. Greeley (paid) 2.00	Nov. 17, 1920 Petition with consent of Dorothy Knickerbocker annexed, presented in open Court and filed Decree. And now, November 16, 1920, upon presentation of the within petition and upon consideration of the same, it appearing to the Court that the said Dorothy Knickerbocker has consented to said adoption, it is hereby ordered and decreed that the prayer of the petitioners be granted, and it is further ordered and decreed that the said Dorothy Knickerbocker shall have all the rights of a child and heir of the said E. Knickerbocker and Anna Knickerbocker, and be subject to the duties of such child; and it is further ordered and decreed that the said child shall assume the name of Dorothy Knickerbocker. Per Curiam. (See petition filed) (Signed) Thos. J. Brather, P.J. Nov. 16, 1920, Certified copy of decree issued.

FEBRUARY TERM, 1921

O. Blare Kent for Mary Largo
Otto Kohler for Nancy F. Mondereau

17

Mary Largo and Nancy F. Mondereau assignees of Anna Casimiri,

vs.

Giuseppe Piazza, mortgagor, and Nancy F. Mondereau, Executrix of the last will of Isaac Mondereau, dec'd, Nancy F. Mondereau, Harvey Mondereau, Leroy Mondereau, Lorena Mondereau, and Pearl Mondereau First, present owners and terre tenants.

Issued Nov. 18, 1920.

	#
Tax Writ (Rent paid)	2.25
Rec. Miller	.50
Shff. Snodgrass	13.00
Pro. Greeley 12-29-23 paid	3.50
Atty	3.00
	$ 22.25

Scire Facias sur Mortgage recorded in Mortgage Book Volume 4, page 173 Returnable to first Monday of Dec. next.

Nov. 18, 1920, Affidavit as to present owners of land filed.

Writ returned: Nov. 24, 1920, served the within writ personally upon Nancy F. Mondereau, Nancy F. Mondereau, Executrix of the last will of Isaac Mondereau, deceased, Nancy F. Mondereau Testamentary Guardian of Lorena Mondereau, a minor, Harvey Mondereau, and as to Leroy Mondereau, by handing a true and attested copy to an adult member of the family at his dwelling house in Meadville, Pa.; as to Pearl Mondereau First at Cambridge Springs, Pa. by handing a true and attested copy thereof personally, and by making known to each the contents thereof, and as to the dfdt Giuseppe Piazza, he not being found in my bailiwick, I make return of Nihil habet as to him. So answers James A. Snodgrass, Shff.

Now, Dec. 31, 1920. On motion of plaintiffs' attorneys, judgment is entered against Nancy F. Mondereau, Executrix of the last will of Isaac Mondereau, deceased, Nancy F. Mondereau, Harvey Mondereau, Leroy Mondereau, Lorena Mondereau, and Pearl Mondereau First, present owners and terre tenants, in favor of the said plaintiffs, for want of an appearance, and same day, judgment liquidated as follows:

As to Mary Largo and to be first lien and payable—

Debt	$ 1000.00
Int. Dec. 10/19, to Dec. 31, 1920,	63.50
Attorney Com.	50.00
	$ 1113.50

As to Nancy F. Mondereau and to be second lien and payable—

Debt	$ 504.66
Int. Feb. 6, 1920 to Dec. 31/20,	27.34
Attorney Com.	25.00
	$ 557.00

With costs of suit, etc. (See Rule Dec. 12, page 533)

Mtg. Book 4 p. 129.

Judgment
V. E. Greeley, Prothy.

Lev. Fac. to No. 54 Feb. Term, 1921.

FEBRUARY TERM, 1921

O. Clare Kent 18 Otto Kohler Dec. 6, 1920.	Charles B. Dahl and Eva L. Dahl vs. Nancy F. Mondereau, Executrix of the last will of Isaac Mondereau, deceased. Issued Nov. 18, 1920. Tax & writ (pd by Atty) 2.00 Shff. Snodgrass 2.40 Pro. Greeley 12-29-23 pd 1.00	Summons in Assumpsit, Returnable to first Monday of Dec. next. M. fp. 220-220. Nov. 18, 1920. Affidavit that claim exceeds $100.00 filed. Same day, Plff. demands trial by jury. Writ returned: Dec. 4, 1920, Service of within writ waived and accepted by Otto Kohler, Esq. Attorney for defendant. So answers James A. Snodgrass, Shff.

FEBRUARY TERM, 1921

O. Clare Kent 19 Otto Kohler Dec. 6/20	✓ Carl Vernier vs. Nancy F. Mondereau, Executrix of the last will of Isaac Mondereau, deceased. Issued Nov. 18, 1920. Jay & writ (atty fd) # 2.00 Shff. Snodgrass 2.40 P/d. Greeley 12-29-23 Jd 1.00	Summons in Assumpsit, Returnable to first Monday of December next. Mar. 2nd. Plaintiff demands trial by jury. Nov. 18, 1920. Affidavit that Plff's claim exceeds $100.00, filed. Writ returned: Dec. 4, 1920, service of within writ waived and accepted by Otto Kohler, Esq., attorney for deft. So answers James A. Snodgrass, Shff.

FEBRUARY TERM, 1921

O. Blare Kent 20 Otto Kohler Dec. 6/20	✓ Katherine Keep vs. Nancy F. Mondereau, Executrix of the last will of Isaac Mondereau, deceased Issued Nov. 18, 1920 Tax & writ (atty fid) # 2.00 Shff. Snodgrass 2.40 Pro. Speeley 12-29-23 fd 1.00	Summons in Assumpsit, Returnable to first Monday of Dec. next. M.p. 220-220. Plaintiff demands a trial by jury. Nov. 18, 1920. Affidavit that plaintiff claim exceeds $300.00 filed. Writ returned: Dec. 4, 1920 Service of within writ waived and accepted by Otto Kohler, Esq. Attorney for defendant. So answers James A. Snodgrass, Shff

FEBRUARY TERM, 1921

O. Blare Kent 21 Otto Kohler Dec 6/20	Blanche Poly vs. Nancy F. Mondereau, Executrix of the last will of Isaac Mondereau, deceased. Issued Nov. 18, 1920. Tax writ (atty pd) 2.00 Shff. Snodgrass 2.40 Pro. Greeley 12-29-23 pd 1.00	Summons in Assumpsit, Returnable to first Monday of Dec. next. M. p. 220-220. Plaintiff demands trial by jury. Nov. 18, 1920. Affidavit that plaintiffs claim exceeds $50.00, filed Writ returned: Dec. 4, 1920, service of within writ waived and accepted by Otto Kohler, Esq., attorney for Deft. So answers, James A. Snodgrass, Shff.

FEBRUARY TERM, 1921

O. Blair Kent
22

Otto Kohler Dec. 6/20

N Lewis F Wagner et al
vs.
Nancy F. Mondereau Executrix of the last will of Isaac Mondereau, deceased
Issued Nov. 18, 1920.

Jay & writ (atty/pd) # 2.00
Shff Snodgrass 2.50
Pro. Speelby 12-29-23 pd 1.00

Summons in Assumpsit, Returnable to first Monday of December next M.P. 220, 220.
Plaintiff demands trial by jury.
Nov. 18, 1920. Affidavit that pltffs. claim exceeds $300.00 filed.
Writ rcvd: Nov. 20, 1920, Served the within summons on the within named Nancy F. Mondereau by handing her a true and attested copy thereof personally, at her dwelling house. So answers,
James A. Snodgrass, Shff.

FEBRUARY TERM, 1921

O. Delare Kent 23 Otto Kohler Dec 6/20	Ellen Vernier vs. Nancy F. Mondereau, Executrix of the last will of Isaac Mondereau, deceased. Issued Nov. 18, 1920. Tax & writ (atty pd) 2.00 Shff. Snodgrass 12-29-23 2.40 Geo. Greeley pd 1.00	Summons in Assumpsit; Returnable to first Monday of Dec. next. M.P. 220-220. Plaintiff demands trial by jury. Nov. 18, 1920. Affidavit that plaintiff's claim exceeds $50.00, filed. Writ retd. Dec. 4, 1920 - Service of within writ waived and accepted by Otto Kohler, Esq. Attorney for defendant. So answers/ James A. Snodgrass, Shff.

FEBRUARY TERM, 1921

A. Dickson Andrews 24 Otto Kohler Dec 6/20	William D. Hope vs. Nancy F. Mondereau, Executrix of the will of Isaac Mondereau, deceased. Issued Nov. 19, 1920 # Jay Twist (atty fee) 2.00 Shff. Snodgrass, 2.50 Bro. Greeley 12-29-23 paid 1.00	Summons in Assumpsit, Returnable to first Monday of December next. M. pp. 224+225. Writ returned: Nov. 20, served the within summons on the within named Nancy F. Mondereau by handing her a true and attested copy thereof personally at her dwelling house. So answers James A. Snodgrass, Shff.

A. Dickson Andrews
E. E. Bossard, Mch. 10th 1922. V. L. G.
25

Otto Kohler Dec. 6th

Charles W. David and Mary David
vs.
Nancy F. Mondereau, Executrix of the will of Isaac Mondereau, deceased.
Issued Nov. 19, 1920

Tax writ (atty fee)	#	2.00
Shff. Snodgrass,		2.50
Prd. Greeley 12-29-23 paid		3.50
Atty		3.00

Summons in Assumpsit, Returnable to first Monday of December next.
M. Fp. 224 & 225.

Writ returned: Nov. 20, 1920, served the within summons on the within defendant, Nancy F. Mondereau, by handing her a true and attested copy thereof, to her personally, at her dwelling house.
So answers James A. Snodgrass, Shff
March 10, 1922 Plffs. Statement of Claim filed. Service accepted by Defts. atty.
And now, Sept. 22, 1922, Upon praecipe of E. E. Bossard, Esq., Attorney for plaintiffs, judgment is entered in the above case in favor of the plaintiffs and against the defendants, for want of an affidavit of defense; and plaintiffs damages are assessed at the sum of Three hundred nineteen Dollars, with interest from Dec. 12, 1919. (See paper filed)

Debt #319.00
Int. from Dec. 12, 1919
Judgment
V. L. Greeley, Prothy.

M. Fp. 240 & 242

FEBRUARY TERM, 1921

Albert L. Thomas 26 Otto Kohler Dec. 6/20	Herbert L. Kightlinger vs. Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased. Issued Nov. 19, 1920 Jay Swit 11-26-20 paid. $ 2.00 Shff. Snodgrass 2.50 Pro. Speeley, 12-29-23 paid 1.00	Summons in Assumpsit, Returnable to first Monday of December next. Nov. 19, 1920. Affidavit that plaintiffs claim exceeds the sum of $300.00, filed M. Jp. 224 & 225. Writ returned: Nov. 20, 1920, served the within summons on the within defendant Nancy F. Mondereau, by handing a true and attested copy thereof to her personally at her dwelling house. So answers James A. Snodgrass, Shff

Albert L Thomas
27

G. H. Doornhoeffer
vs.
Clyde L. Van Fossen
Issued Nov. 19, 1920.

	#
Jay Twist 11-26-20 paid.	2.00
Shff. Snodgrass	5.30

Capias ad Respondendum in Trespass, Returnable to the first Monday of December next. Bail required in the sum of #300.00.

Nov. 19, 1920, Affidavit to hold to bail filed.

Writ returned: (a) November 19, 1920, I hereby deputize the Sheriff of Erie County, Pa., to serve this writ. So answers,

James A. Snodgrass, Shff.

(b) Nov. 26, 1920.- As to the within named defendant, Clyde L. Van Fossen, I C. et B.B. - So answers, Guy H. Fox,
Sheriff of Erie County, Pa.

(c) Dec. 6, 1920, writ returned. So answers,
Jas. A. Snodgrass, Sheriff.

Sur petition of defendant:

Dec. 6, 1920, upon consideration of the within and upon consent in open Court by Albert L. Thomas, attorney for plaintiff, it is ordered that James A. Snodgrass pay over or cause to be paid over to dft. or his attorneys the amount or sum of #300.00 deposited in lieu of bail. Per Curiam. (See petition filed)

"Dec. 8, 1920, Received of Jas. A. Snodgrass, Sheriff, Three Hundred Dollars (#300), amount deposited in lieu of bail and ordered returned as per within order." (Signed) Thomas & Thomas,
(See back of petition) Attys for Deft.

FEBRUARY TERM, 1921

28

No. A. Steinbaugh
vs.
J. H. Rigenbeerick
Entered Nov. 22, 1920

Prs. Greeley	($1.25 paid 100 p. 12-2-20)	2.25
Clff. on orig.		1.25

Of No. 153 November Term, 1915.
Amicable Scire Facias sur Judgment.

It is agreed That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment with the same effect as if a Scire Facias to revive the same had been regularly issued served personally on the defendant by the Sheriff of said County, and duly so returned; and that a judgment be entered thereon in favor of plaintiff and against defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Four Hundred Dollars, being the amount of debt, interest and costs now due on the original judgment.

Debt $400.00
Int. from Nov 25, 1915.

R. p. 116

Judgment
V. L. Greeley, Pro.

Am Sci fa No 13 Feby Term 1926

Leland J. Culbertson 29 Otto Kohler Dec'r.	Sophia Boles vs Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased. Issued Nov. 22, 1920. Tax Fee (Atty paid) 2.00 Shff. Snodgrass 2.40 Pro. Greeley 12-29-23 paid 1.00	Summons in Assumpsit; Returnable to first Monday in December next. Nov. 22, 1920. Affidavit that plffs. claim exceeds $3000.00, filed. M. Fee 2.00 + 2.25. Plff demands a trial by Jury. Writ returned: November 26, 1920, served the within summons, by Mr. Otto Kohler accepting service as above. Do answers James A. Snodgrass, Shff.

FEBRUARY TERM, 1921

Leland J. Culbertson 30 Otto Kohler Dec. 6/20	Mrs. Aretta S. Brady vs. Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased Issued Nov. 22, 1920 Tax & writ (pd by atty) 2.00 Shff. Snodgrass 2.40 Pro. Speedy 12-29-23 paid 1.00	Summons in Assumpsit; Returnable to first Monday of December next. Plff. demands trial by jury. M.M. 224-225 Nov. 22, 1920 Affidavit that plaintiffs claim exceeds $300.00 filed. Writ returned: Dec. 6, 1920.- Service of within writ waived and accepted by Otto Kohler, Esq. Attorney for Deft. So answers James A. Snodgrass, Sheriff

Leland J. Culbertson v August Kress
31
vs.
Nancy F. Mondereau
Executrix of the last
will and testament
of Isaac Mondereau,
deceased
Issued Nov. 22, 1920
#
Tax & writ (pd by Atty) 2.00
Shff Snodgrass 2.40
Bro. Greeley 12-29-23 paid 1.00

Otto Kohler Dec 6/20

Summons in Assumpsit, Returnable to first Monday of Dec. next.
Plffs demands trial by jury. M.f.p.r.r.s.o.s.
Nov. 22, 1920. Affidavit that Plffs claim exceeds $300.00 filed.
Dec. 6, 1920 writ returned: Service of within writ waived and accepted by Otto Kohler, Esq., attorney for defendant.
So answers James A. Snodgrass, Shff.

FEBRUARY TERM, 1921

Arthur L. Bates 32 Jany 28-1921 Rec'd my costs- three dollars fifty cents Jas A. Snodgrass Sheriff	Arthur L. Bates, Trustee, vs. The Laubenheimer company and George E Laubenheimer Issued Nov. 22, 1920. Jay Twirk (Paid) $2.25 Shff. Snodgrass 3.60	Foreign Attachment in Assumpsit. To attach goods and chattels, moneys, effects and credits of said Defendant in the hands of the New First National Bank, Meadville, Pa., Garnishees. Bail to dissolve $1700. Returnable to the first Monday of December, 1920. Writ returned: Served the within writ at 11:40 o'clock A.M. on Nov. 22, 1920, by going to the New First National Bank in Meadville, Pa. (they being the bank in whose hands or possession defendants moneys, chattels, rights were supposed to be) and then and there attaching the moneys, credits and chattels in their possession, and then and there declaring in the presence of M.S. Smith and A.T. Miller, credible persons of the neighborhood and my bailiwick that I attached the said moneys, credits, chattels as the property of the defendants in this writ; and at the same time served this writ on W.A. Hirsch, Cashier of the above Bank, as Garnishee, in whose possession said moneys, credits, chattels were found, by handing him personally a true and attested copy thereof, and by making contents known, and summoned him to appear as herein commanded; and Nihil habet as to The Laubenheimer company and George E Laubenheimer. So and. James A Snodgrass, Sheriff.

W. J. Sirdevan
33

Margaret E. Courtney
vs.
Michael Courtney
Issued Nov. 22, 1920

Tax twice (atty pd) 2.00
Shff
C. W. Benedict, Master ("paid") 25.00
Pro Speeley 9-15-28 pd 5.00
Atty 3.00
Pro & mfg co pd 3.10

Subpoena in Divorce
And now, Nov. 22, 1920, subpoena awarded, Returnable the first Monday of January, 1921.
(Signed) Thos. J. Grather, P. J.
Subpoena returned: "On the 15th day of December, 1920, in the City of Titusville, Pa. personally served the within subpoena upon Michael Courtney the respondent by delivering to and leaving with him a true and attested copy thereof and making known to him the contents thereof
So answers W. J. McKenzie
(See affidavit on subpoena)
And now, Jan. 10, 1921, C. W. Benedict, Esq. is appointed Master in this case, to take the testimony of libellant and her witnesses and make report to the Court as required by law.
(See paper filed) Com. issued. Per Curiam.

Sept 14 1928 Testimony and Report of Master filed
On Argument List for Sept. Term, 1928, No. 11.
Oct. 1, 1928, After due consideration a divorce is decreed as prayed for, and it is further ordered that the respondent pay the costs of this proceeding. Per Curiam.

Decree: And now, to wit, October 1, A.D. 1928, This cause came on to be heard on libel, subpoena, subsequent proceedings and evidence therein duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed That the said Margaret E. Courtney be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Margaret E. Courtney, the libellant, and the said Michael Courtney, the respondent; and that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent, at any time heretofore in pursuance of said marriage, shall cease and determine; And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married. Per Curiam (See paper filed)

FEBRUARY TERM, 1921

A. M. Fenner 34	Petition of Trustees of South Side Cemetery Association for appointment as Trustees of the cemetery heretofore known as the "Foust Cemetery" situated in Sadsbury Township. Entered Nov. 22, 1920. Bros. Bradley 12-27-20 paid 3.00	Nov. 22, 1920, Petition presented in open Court and filed. And now, November 22, 1920, On presentation of the foregoing petition in open Court, and after consideration of the same, it appearing to the Court that it will be for the best interest of the parties interested and the general public that the prayer of the petition be granted, it is ordered and decreed, That the Foust Cemetery mentioned in said petition may be taken over by the South Side Cemetery Association and become a part thereof, and thereby become subject to the provisions of the same by-laws rules and regulations as the said South Side Cemetery, and that the petioners and their successors in office shall be the trustees thereof. By the Court. (Signed) Thos. J. Prather, P. J.

Leland J. Culbertson

35

Otto Kohler Dec. 6, 1920.

M. Lou Ray individually and William Guy Nims and M. Lou Ray, Executor and Executrix of Mrs Alma Bailey

vs.

Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, decd

Issued Nov. 22, 1920

Tax writ (pd by Atty) 2.00
Shff Snodgrass 2.50
Pro. Greeley 12-29-23 paid 1.00

Summons in Assumpsit, Returnable to the first Monday of December next
Jury trial demanded. M. pp. 224 & 225.
Nov. 22, 1920 Affidavit that plaintiffs claim exceeds $300.00 filed
Writ returned: Dec. 6, 1920, Service of within writ waived and accepted by Otto Kohler, Esq., Attorney for defendant.
So answers James A. Snodgrass, Shff.

FEBRUARY TERM, 1921

Donald L. Thompson
36

Otto K. Ohler Dec. 6, 1920

And now, Feby. 3, 1920 - Received of pffs. atty. Two and 50/100 ($2.50) - my fee.
Jas A. Snodgrass Shff

Mrs. Maud Stem Hanson
vs
Nancy F. Monderean, Executrix of the last will and testament of Isaac Monderean, deed
Issued Nov. 23, 1920

Tax + writ (atty pd)	#	2.00
Shff. Snodgrass (pd)	12-27-23	2.50
Pro. Greeley paid		3.50
Atty		3.00

Summons in Assumpsit, Returnable to first Monday of December next.
Jury trial demanded. M. pp. 224 + 225.
Nov. 23, 1920 Affidavit that Pltffs. claim exceeds $300.00 filed
Writ returned: Dec 6, 1920. Service of within writ waived and accepted by Otto Kohler, Esq., Attorney for defendant.
So answers James A. Snodgrass, Shff
Sept. 2, 1921. Plaintiffs statement of claim filed.
And now, July 20, 1922, upon praecipe of plaintiffs attorney, judgment is entered in favor of the plaintiff and against the defendant for want of an affidavit of defense, and liquidated at the sum of Four hundred seventy-six and 74/100 Dollars (See paper filed)
Debt #476.74
Int. from July 20, 1922
M. pp. 240 + 242. Judgment
W. L. Greeley, Pro.
Aug. 17, 1922. Proof of service of Statement of claim on Defts. Atty Sept. 2, 1921. filed.

John O. McClintock and Walter J. McClintock
37
Otto Kohler Nov 24/20

Lizzie Moats
vs
Nancy F. Mondereau
Executrix of the will
of Isaac Mondereau,
deceased
Entered, Nov. 24, 1920

Tax Writ (paid)	#	2.00
Pro. Greeley (12-29-23 paid)		3.50
Atty		3.00

Summons in Assumpsit, Returnable to the first Monday of January next.
M. pp. 224 + 225.

Nov. 24, 1920. Affidavit that plaintiffs claim exceeds $300.00, filed.

And now, Nov. 24, 1920, Otto Kohler, Esq. Attorney for the estate of Isaac Mondereau, deceased, and for Nancy F. Mondereau, the Executrix of said decedent, appears for the deft. above named, and waives the issuing and service of the summons in the above action and accepts service of said action, to have the same force and effect as if the summons thereon had been issued and delivered to the Sheriff of this county, and by him duly and regularly served personally on the deft. and so returned, and now other. (See praecipe)

Aug 8 1922 Plaintiffs Statement of Claim filed. (See paper filed)
Aug 8 1922 Service accepted by Defts attorney
And now, August 24, 1922.- On motion of plaintiffs attorneys, judgment is entered against the defendant and in favor of the plaintiff in the above entitled case, for want of an affidavit of defense, and same day, judgment liquidated at the sum of Two thousand five hundred twenty-six Dollars and Thirty-four cents. (See paper filed)

Debt # 2526.34
Int. from Aug. 24, 1922
Judgment
V. L. Greeley, Prothy.

M. pp 240+242.

John O. McClintock & Walter J. McClintock 38 Otto Kohler Nov. 24/20	Ernest McLaughlin vs Nancy F. Mondereau, Executrix of the will of Isaac Mondereau, deceased. Entered Nov 24, 1920	Summons in Assumpsit, Returnable to the first Monday of January next. M. pp. 224 & 225.
	Tax & Prothy. (paid) 2.00 Pro. Speeley 12-29-20 paid 3.50 Atty 3.00	Nov. 24, 1920. Affidavit that Plffs. claim exceeds $300.00 filed.
		And now, Nov. 24, 1920, Otto Kohler, Esq. Attorney for the estate of Isaac Mondereau deceased, and for Nancy F. Mondereau, the Executrix of the will of said decedent, appears for the defendant above named, and waives the issuance and service of the summons in the above action, and accepts service of said action, to have the same force and effect as if the summons therein had been issued and delivered to the Sheriff of this county and had been by him duly and regularly served personally on the defendant and so returned, and none other. (See praecipe)
	Aug 9 1922 Plaintiffs Statement of Claim filed Aug 15 1922 Service of Plaintiffs Statement of Claim accepted by Otto Kohler atty for defendant See paper filed And now, August 31, 1922. On motion of plaintiffs Attorney, judgment is entered against the defendant for want of an affidavit of defense; and judgment liquidated at the sum of Twelve hundred fifty-three and 36/100 Dollars. (See paper filed) Debt $1253.36 Int. from Aug. 31, 1922 M. pages 240 & 242 Judgment V. L. Speeley, Prothy	

John O. McClintock & Walter J. McClintock 39 Otto Kohler Nov 24/20	Elizabeth McNeilly, Executrix of the will of A. J. Burnett, deceased vs. Nancy F. Mondereau Executrix of the will of Isaac Mondereau, deceased Entered Nov. 24, 1920 Tax & writ (paid) 2.05 Pro. Greeley 12-29-20 paid 3.50 Atty 3.00	Summons in Assumpsit, Returnable to the first Monday of January next. M. pp. 224 & 225. Nov. 24, 1920. Affidavit that plaintiffs claim exceeds $300.00 filed. And now, Nov. 24, 1920, Otto Kohler, Esq., Attorney for the estate of Isaac Mondereau, deceased, and for Nancy F. Mondereau, the Executrix of said decedent, appears for the defendant above named and waives the issuing and service of the summons in the above action, and accepts service of said action, to have the same force and effect as if the summons therein had been issued and delivered to the Sheriff of this county and by him duly and regularly served personally on the defendant and so returned. (See praecipe).

Aug. 19, 1922. Plaintiffs statement of claim filed, & service accepted by Defts. Attorney.

And now, September 5, 1922, On motion of plaintiffs attorney, judgment is entered in favor of plaintiff and against Defendant for want of an affidavit of defense; and same day, judgment liquidated at the sum of Six thousand nine hundred nineteen and 90/100 Dollars with costs of suit. (See paper filed)

Debt $6,919.90

Int. from Sept. 5, 1922.

M. pp. 240 & 242.

Judgment

V. L. Greeley, Prothy.

FEBRUARY TERM, 1921

Geo. F. Davenport vs Otto Kohler Dec 6/20	Iva Wilcox vs Nancy F. Monderman Executrix of last will of Isaac Monderman, deceased Issued Nov. 26, 1920. Tax & writ (Plff. paid) # 2.00 Shff. Snodgrass 12-29-23 2.40 Pro. Greeley paid 1.00	Summons in Assumpsit, Returnable to first Monday of January, 1921 M. pp. 224 & 225. Writ returned: Dec. 4, 1920, Service of within writ waived and accepted by Otto Kohler, Esqr., attorney for Deft. So answers, James A. Snodgrass, Shff.

Geo. F. Davenport vs Otto Kohler Dec'd	Iva Wilcox vs Nancy F. Mondereau Executrix of last will of Isaac Mondereau deceased. Issued Nov. 26, 1920. Jay Twist (pd by Plff) 2.00 Shff. Snodgrass 2.40 Pro. Greeley 12-29-23 paid 1.00	Summons in Assumpsit, Returnable to the first Monday of Jany, 1921. M pp. 224 & 225 Writ returned: Dec. 4, 1920, service of within writ waived and accepted by Otto Kohler, Esq., Attorney for defendant. So answers James A. Snodgrass, Shff

FEBRUARY TERM, 1921

Geo. F. Davenport 42 Otto Kohler Dec. 6/20	Ira Wilcox and Hiram Wilcox vs. Nancy F. Mondereau, Executrix of last will of Isaac Mondereau, deceased Issued Nov. 26, 1920. Tax & writ (paid by Plff) 2.00 Shff. Snodgrass 2.40 Prd. Greeley, 12-29-23 Jd 1.00	Summons in Assumpsit; Returnable to first Monday of January, 1921 M. pp. 224 & 225. Writ returned: Dec. 4, 1920, service of within writ waived and accepted by Otto Kohler, Esq., attorney for defendant. So answers James A. Snodgrass, Sheriff.

Thomas T. Thomas
Geo. F. Davenport
43

Otto Kohler Dec 6/20

Ithamer McLean
vs.
Nancy F. Mondereau,
Executrix of last will
of Isaac Mondereau,
deceased.
Issued Nov. 26, 1920.

Jay Twit (atty, paid)	#	2.00
Shff Snodgrass		2.40
Pro. Greeley	12-29-23 paid	3.50
Atty		3.00

Summons in Assumpsit, Returnable to first Monday of January, 1921.
M. pp. 224 & 225.

Writ returned: Dec. 4, 1920, service of within writ waived and accepted by Otto Kohler, Esq., attorney for Deft.
So answers James A. Snodgrass, Shff.

June 30, 1921, Plaintiffs Statement of Claim filed

And now, July 13, 1922, Upon praecipe of plaintiffs attorneys, judgment is entered in favor of plaintiff and against the defendant, for want of an affidavit of defense, and plaintiffs damages are assessed at the sum of Five hundred eighty-two and no/100 Dollars. (See paper filed)

Debt # 582.00
Int. from July 12, 1922
M. pp. 240 & 226. Judgment
V. L. Greeley, Pro.

44

Mrs. Edna Marshall Williams, Executrix of last will of Mrs. Olive Marshall, deceased,

vs.

W. Z. Stowe

Entered Nov. 27, 1920.

Pro. Greeley (pd by Dft) # 225

Of No. 279, February Term, 1915.

Amicable Scire Facias sur Judgment.

It is agreed That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said county, and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of One Thousand Dollars, being the amount of debt now due on the original judgment; with interest thereon from Sept. 15, 1920.

	#
Debt	1000.00
Int. from Sept. 15, 1920	

Judgment,

V. L. Greeley, Prothy.

St. Jo. 186.

And now, April 19, 1921, For value received, I hereby sell assign and transfer unto W. P. Johnson of West Mead Twp. his executors, admrs and assigns, the above judgment being debt #1000.00, with interest from March 15, 1921 - to which date Dft. has paid the interest.

Mrs. Edna Marshall Williams,
Executrix of Olive Marshall Dec'd

Jan 3 1922 Rec'd satisfaction in full debt interest and costs on the above judgment

W. P. Johnson

O. Blare Kent
45

Otto Kohler Dec 6/20

Mary Fetzner
vs.
Nancy F. Mondereau, Executrix of the last will of Isaac Mondereau, deceased.
Issued Nov. 27, 1920.

	#
Tax + writ (pd by atty)	2.00
Shff. Snodgrass	2.40
12-29-20	1.00
Bro. Greeley paid	~~3.50~~
Atty	3.00

Summons in Assumpsit; Returnable to first Monday of January next.
Plff. demands a trial by jury. M. ppxxxxxx.
Nov. 27, 1920. Affidavit that Plff's claim is for $100.00, with interest from Dec. 9, 1919, filed.
Writ returned: Dec. 4, 1920, service of within writ waived and accepted by Otto Kohler, Esq., attorney for Deft.
So answers James A. Snodgrass, Shff.

Donald b. Thompson

46

Otto Kohler Dec 6/20

And now, Feby. 3, 1921, Received of pltff's atty - Two and 40/100 Dollars ($2.40) my fee.
Jas A. Snodgrass Shff

E. A. Emery and Grace Emery, wife of E.A Emery,

vs.

Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased.

Issued Nov. 27, 1920.

		#
Tax & writ (paid by atty)		2.00
Shff Snodgrass	(pd)	2.40
Pro Greeley	12-27-23 paid	3.50
Atty		3.00

Summons in Assumpsit, Returnable to first Monday of January next.
Jury trial demanded. M. pp. 224 & 225-
Nov. 27, 1920 Affidavit that Pltffs. claim exceeds $300.00, filed.
Writ returned: Dec. 4, 1920, service of within summons waived and accepted by Otto Kohler, Attorney for Defts.
To answer James A Snodgrass, Shff.
Sept. 2, 1921, Statement of claim filed.
And now, July 20, 1922, upon praecipe of plaintiff's attorney, judgment is entered in favor of the plaintiff E.A. Emery and against the defendant, for want of an affidavit of defense and liquidated at the sum of Three hundred fifty-six and 86/100 Dollars.
(See paper filed)

	#
Debt	356.86
Int. from July 20, 1922.	

M. pp. 240 & 242. Judgment.
D L Greeley, Pro.

Aug. 17, 1922, Proof of service of statement of claim on Defts atty Sept. 2, 1921, filed.

Donald B. Thompson
47

Otto Kohler Dec. 6/20

And now, Feby. 3, 1921, Received of pff's. Atty. Two and 40/100 Dollars ($2.40) - for fee. Jas A. Snodgrass Sheriff

Jennie McQuiston
vs.
Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased.
Issued Nov. 27, 1920

Tax & writ (paid by Atty)	#	2.00
Shff Snodgrass	(pd)	2.40
Pro. Greeley	12-29-21 pd	3.50
Atty.		3.00

Summons in Assumpsit, Returnable to first Monday of January, 1921.
Jury trial demanded. M. pp. 224 & 225.
Nov. 27, 1920. Affidavit that Pltffs. claim exceeds $300.00 filed.
Writ returned. Dec. 4, 1920, service of within writ waived and accepted by Otto Kohler, Esq., Attorney for defendant.
So answers James A. Snodgrass, Sheriff.
Dec. 29, 1921. Plaintiffs' statement of claim filed.
And now, July 20, 1922, Upon praecipe of plaintiffs attorney, judgment is entered in favor of plaintiff and against the defendant, for want of an affidavit of defense, and liquidated at the sum of Nine hundred thirty-five Dollars and Eighty-five cents. (See paper filed)

Debt	$935.85
Int. from July 20, 1922	

M. pp. 240 & 242. Judgment
V. L. Greeley, Pro.
Aug. 17, 1922. Proof of service of statement of claim on Defts. Atty, Dec. 29, 1921, filed.

FEBRUARY TERM, 1921

Donald B. Thompson
45
48

Otto Kohler Dec. 6/20.

And now, Feby. 3, 1921, Received of pltf's. Atty. Two and 40/100 Dollars ($2.40) - my fee.
Jas A Snodgrass Sheriff

John Joliat and Rose Joliat
vs.
Nancy F. Mondersan, Executrix of the last will and testament of Isaac Mondersan, deceased.
Issued Nov. 29, 1920.

	#
Jay-writ (paid)	2.00
Shff. Snodgrass (pd)	2.40
Pro. Greeley 12-27-20 pd	3.50
Atty	5.00

Summons in Assumpsit, Returnable to first Monday of Jany next.
Jury trial demanded. M. pp. 224 & 225.
Nov. 29, 1920. Affidavit that Plffs claim exceeds $300.00, filed.
Writ returned: Dec. 4, 1920, service of within writ waived and accepted by Otto Kohler, Esq, Attorney for Deft.
So answers James A. Snodgrass, Sheriff.
Jany 20, 1922, Plaintiffs statement of claim filed.
And now, July 20, 1922, Upon praecipe of plaintiffs attorney, judgment is entered in favor of plaintiffs and against the defendant, for want of an affidavit of defense, and liquidated at the sum of Five hundred ninety-eight Dollars and ninety-seven cents. (See paper filed)

Debt $598.97
Int. from July 20, 1922
Judgment
V.L. Greeley, Pro

Aug. 17, 1922. Proof of service of statement of claim on Defts. Atty, Jany 1, 1922, filed.

August Delp
#9

Otto Kohler Nov 6/20. Nov 29/20 Dec 6/20.

Hugh A. McGill
vs.
Nancy F. Mondereau
Executrix of the will
of Isaac Mondereau,
deceased.
Entered Nov. 29, 1920

	#
Tax & writ (Pltf) pd	2.00
Pro. Greeley 12-27-23 pd	3.50
Atty	3.00

Summons in Assumpsit, Returnable to the first Monday of January, next
M. pp. 224 & 225

And now, Nov. 29, 1920, Otto Kohler, Esq., Attorney for the estate of Isaac Mondereau, deceased, and for Nancy F. Mondereau, the Executrix of said decedent, appears for the defendant above named, and waives the issuing and service of the summons in the above action, and accepts service of said action, to have the same force and effect as if the summons therein had been issued and delivered to the Sheriff of this county and by him duly and regularly served personally on the defendant and so returned, and none other. (See praecipe)

March 22, 1922. Plaintiffs statement of claim filed. Service accepted by Defts. atty

And now, July 24, 1923, Upon praecipe of plaintiffs attorney, judgment is entered in favor of plaintiff and against defendant above named for want of an affidavit of defense, and plaintiffs damages assessed at the sum of Eleven hundred forty-three and 60/100 Dollars.
(See paper filed)

	#
Debt	1143.60

Int. from July 24, 1923.
Judgment
V. L. Greeley, Prothy.

M. pages 240 & 242.

FEBRUARY TERM, 1921

August Delp 50 Otto Kohler Dec 6/20	Daniel Mondereau vs. Nancy J. Mondereau, Executrix of the will of Isaac Mondereau, deceased. Issued Nov. 29, 1920. Tax Writ (Plff. pd) 2.00 Pro. Greeley 12-29-23 1.00	Summons in Assumpsit, Returnable to the first Monday of January next. M. fi. fa. 254 225. And now, Nov. 29, 1920 Otto Kohler, Esq attorney for the estate of Isaac Mondereau, deceased, and for Nancy J. Mondereau, Executrix of said deceased, appears for the defendant above named, and waives the issuing and service of the summons in the above action, and accepts service of said action, to have the same force and effect as if the summons therein had been issued and delivered to the Sheriff of this County and by him duly and regularly served personally on the defendant and so returned, and none other. (See praecipe)

51	Venire for the First Monday of January, 1921 Issued Nov. 29, 1920 Pro. Greeley 1.75	To draw and summon fifty (50) traverse jurors for the court of Common Pleas to be held the first Monday of January next

FEBRUARY TERM, 1921

52	√Venire for the 2d Monday of January 1920 Issued Nov. 29, 1920 Prs. Greeley 175	To draw and summon Fifty (50) Traverse Jurors for the Court of Common Pleas to be held the 2d Monday of January next.

53

A. Graefenhain and Julia Graefenhain
vs
Nancy F. Mondereau, Executrix of the will of Isaac Mondereau, deceased.
Entered Nov. 29, 1920
Tax tupit (pd by Plff) 2.75

Amicable Action of Assumpsit, with confession of Judgment.

And now, November 29, 1920, comes Nancy F. Mondereau, Executrix of the will of Isaac Mondereau, deceased, and appears in her own behalf, waiving the issuing of summons and service thereof, and confesses judgment in favor of A. Graefenhain and Julia Graefenhain, plaintiffs above stated, in the sum of fifty-four 5/100 dollars ($54.05), being for money, $50.00, repaid by them Feb. 22, 1918, to Isaac Mondereau, on judgment note executed by said plaintiffs on said date to O. W. and Mary Ward, to secure the payment of $200.00, interest on said judgment note having been paid by said Mondereau to August 22, 1919.

(Signed) Nancy F. Mondereau,
Executrix of the will of
Isaac Mondereau, deceased.

Witness:
(Signed) Harvey Mondereau.

M. pages 224 & 225.

Debt $ 54.05
Int. from Nov. 29, 1919
Judgment
V. L. Greeley, Prothy.

FEBRUARY TERM, 1921

John Schuler 54 Otto Kohler Dec 6, 1920	✓Thomas McGuigan vs. Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased Issued Nov. 29, 1920 Tax writ (Atty paid) # 2.00 Sheff Snodgrass P/o. Greeley 12-29-23 fa 1.00	Summons in Assumpsit, Returnable to First Monday of January next. M. pp. 224 & 225. Nov. 29, 1920, Affidavit that plaintiffs claim exceeds $300.00, filed. And now, Nov. 29, 1920, Otto Kohler, Esq. appears for defendant and waives the service of summons in the above stated action, and accepts service of said summons, to have the same force and effect as if the summons therein had been duly served by the Sheriff upon said defendant and by him so returned. (See writ)

John Schuler 55 (2) Otto Kohler Dec 6/20	Minnie Kightlinger vs. Nancy F. Mondereau, Executrix of last will and testament of Isaac Mondereau, deceased Issued Nov. 29, 1920 Tax & writ (Atty pd) $ 2.00 Shff Snodgrass 12-29-20 Pro. Greeley pd 1.00	Summons in Assumpsit, Returnable to First Monday of January next. M fpp. 224 & 225. Nov. 29, 1920 Affidavit that Plffs. claim exceeds $300.00 filed. And now, Nov. 29, 1920, Otto Kohler, Esq. appears for defendant and waives the service of summons in the above stated action and accepts service of said summons, to have the same force and effect as if the same had been duly served by the Sheriff upon said defendant and by him so returned. (See writ)

56

↓ L. L. Head
vs.
↓ J. Ford Hyde
Entered Nov. 30, 1920

Pro. Greeley (paid) 2.25
(Costs all included in debt)

Of No. 168 November Term, 1915
Amicable Scire Facias sur Judgment.

It is agreed That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on defendant by the Sheriff of said county and duly so returned;

And that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of One Hundred twenty-three and 25/100 Dollars, being the amount of debt, interest and costs now due on the original judgment.

Dated Nov. 29, 1920

Debt # 123.25
Int. from Nov. 29, 1920.
Judgment

V. L. Greeley, Prothy.

Hy. F. 94.

FEBRUARY TERM, 1921

Ab. Victor Johnson 57 Otto Kohler Dec. 6/20	Mrs. Nancy Keas vs. Nancy J. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased. Issued Nov. 30, 1920 Jas. + writ (Pd. by Plff) 2.00 Shff. Snodgrass 2.50 Pro. Greeley 12-29-23 pd 1.00	Summons in Assumpsit, Returnable to the first Monday of January next. M. fol. 224 + 225 Plaintiff demands a trial by jury. Nov. 30, 1920. Affidavit that Plaintiffs claim exceeds $300.00 filed. Writ returned: November 30, 1920, served the within defendant, Mrs. Nancy J. Mondereau, by handing her a true and attested copy thereof at her dwelling house in the City of Meadville, Pa. So answers James A. Snodgrass Sheriff.

FEBRUARY TERM, 1921

Leland J. Culbertson 58 Otto Kohler Dec 6, 1920	Hattie B. Jones, Administrator of the estate of Sarah A. Jones, deceased, vs. Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased. Issued Nov. 30, 1920 Tax & writ (Atty pd) 2.00 Shff. Snodgrass 2.50 Pro. Greeley 12-27-23 pd 1.00	Summons in Assumpsit, Returnable to first Monday of January, 1921. Jury trial demanded. M. pp. 224 & 225. Nov. 30, 1920 Affidavit that Plffs. claim exceeds $300.00, filed. Writ returned: Dec. 2, 1920, served the within summons on the within named defendant, Nancy F. Mondereau, by handing her a true and attested copy thereof at her dwelling house in the City of Meadville Pa. So answers James A. Snodgrass, Shff.

Victor Johnson

59

Apr 12, 1921 Rec'd of Victor Johnson atty twenty two and 45/100 dollars costs in this case.
V. L. Greeley Pro
Apr 12, 1921 Rec'd of Pro Greeley my costs
Harry F. McDevitt, Recorder

Victor Johnson
Jas A Snodgrass Sheriff

A. J. Rushmore, Assignee of Alice M. Bentley, who was assignee of Mrs Sarah Bennett, who was assignee of Mary J. Allee
vs.
I. Lo. Drake, Mortgagor, and Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased, Nancy F. Mondereau, Harvey Mondereau, Leroy Mondereau, Lorena Mondereau, and Pearl Mondereau First, present owners and terre tenants.
Issued Dec. 1, 1920.

Tax + writ (paid by Atty) #	2.25
Rec. Miller	.50
Shff Snodgrass,	13.20
Pro. Greeley	3.50
Atty	3.00

Scire Facias sur Mortgage recorded in Mortgage Book Volume 7 No 7, page 483; Returnable to the first Monday of January, 1921.

Dec. 1, 1920. Affidavit as to title to land filed.

Writ returned: Served the within writ of Scire Facias sur mortgage upon I. Lo. Drake, Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased, Nancy F. Mondereau, testamentary Guardian of Lorena Mondereau, a minor, and Nancy F. Mondereau, upon the 2d day of Dec. 1920, in the City of Meadville, Pa., by handing to each of them personally a true and attested copy thereof, and informing them of the contents of same; upon Leroy Mondereau, by handing a true and attested copy thereof at his place of residence in the City of Meadville, Pa. to an adult member of the family with which he resides, upon the 2d day of December, 1920; upon Pearl Mondereau First, and Mettie Flagg, terre tenant in possession of the real estate described in said writ, by handing to each of them personally a true and attested copy thereof, and informing them of the contents of same, in the Borough of Cambridge Springs, on the 4th day of December, 1920; upon Harvey Mondereau, by handing him personally a true and attested copy thereof and informing him of the contents of same, in the City of Meadville, Pa., upon the 6th day of December, 1920; that as required by law, I have added the names of Nancy F. Mondereau, Testamentary Guardian of Lorena Mondereau, and Mettie Flagg, Terre Tenant in possession of real estate, as parties defendant to this writ, So answers,

Meadville, Pa.; December 14, 1920. James A. Snodgrass, Sheriff.

And now, February 7, 1921. On motion in open Court, judgment granted against the defendants in the above stated case for want of an appearance and for want of an affidavit of defence; to be liquidated by Prothonotary. Per Curiam.

March 2, 1921. Judgment liquidated at the sum of Four hundred sixty-six Dollars Thirty-eight cents.
(See Rule Docket 12, page 538)

Debt # 466.38
Int. from March 2, 1921.
Judgment
V. L. Greeley, Prothy

D. p. 140; M. pp. 226, 227, 228, 229; F. pp. 132-132.

Am Sci Fa no 28 May Term 1926

April 8th 1921 For value received I hereby sell, assign and transfer this judgment, debt, interest and costs and Attorney's commissions to J. Ed. McDermott and hereby certify that the amount due thereon this date is $491.23. Witness my hand and seal
N. J. Rushmore,

FEBRUARY TERM, 1921

Geo. F. Davenport 60 Otto Kohler Dec 6/20	✓ William Bransfield vs Nancy F. Mondereau Executrix of last will of Isaac Mondereau, deceased Issued Dec. 1, 1920 Jax + writ (plff. pd) 2.00 Shff. Snodgrass 2.50 Pro. Greeley 12-29-23 pd 1.00	Summons in Assumpsit, Returnable to first Monday of January next. M. pp. 225-224 Writ returned: Dec. 2, 1920, Served the within summons on the within named deft. Nancy F. Mondereau, by handing her a true and attested copy thereof, at her dwelling house in the City of Meadville Pa. So answers James A. Snodgrass, Sheriff

J. D. Roberts
61

Otto Kohler Deft/Pro

Frank J. McFate
vs
Nancy F. Mondereau,
Executrix of the will
of Isaac Mondereau,
deceased.
Issued Dec. 1, 1920

	#
Tax & writ (plff. pd)	2.00
Shff. Snodgrass	2.50
Pro. Greeley 12-29-23 pd	1.00

Summons in Assumpsit, Returnable to first Monday of January next
M. pp. 224 & 225.
Dec. 1, 1920, Affidavit that plaintiffs claim exceeds $300.00, filed.
Writ returned: December 2, 1920, served the within summons on the within named Nancy F. Mondereau, by handing her a true and attested copy thereof at her dwelling house in the City of Meadville, Pa.- So answers
James A. Snodgrass, Sheriff.

FEBRUARY TERM, 1921

August Delp 62 Otto Kohler Dec 6/20	John M Kinneston vs Nancy J. Mondereau, Executrix of the will of Isaac Mondereau, deceased Entered Dec. 2, 1920 Tax writ (plff. paid) 2.00 Geo. Greeley 12-29-20 pd 1.00	Summons in Assumpsit, Returnable to the first Monday of January next. M. pp. 224 & 225 "And now, Dec. 1, 1920, I, Otto Kohler, of Meadville, Pa., Attorney for the estate of Isaac Mondereau, deceased, and for Nancy J. Mondereau, the Executrix of said decedent, hereby appear for the defendant above named, and waive the issuing and service of the Summons in the above action, and accept service of said action, to have the same force and effect as if the summons therein had been issued and delivered to the Sheriff of this county and by him duly and regularly served personally on the defendant and so returned and none other. (See praecipe)

Leland J. Culbertson
63

Otto Kohler Dec. 6/20

David J. McGuire
vs.
Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, decd.
Issued Dec. 2, 1920

	#
Tax & writ (pd by atty)	2.00
Shff. Snodgrass	2.50
Pro. Greeley 12-29-23 pd	1.00

Summons in Assumpsit, Returnable to first Monday of January, 1921. Jury trial demanded. M. pp. 224 & 225.

Dec. 2, 1920. Affidavit that plaintiffs claim exceeds $300.00, filed.

Writ returned: Dec. 6, 1920, served the within writ on the within named Nancy F. Mondereau, by handing her a true and attested copy thereof, and by making contents known.

So answers, James Snodgrass, Sheriff

Marsh, Eaton & Baur Erie, Pa. 64	Reliable Home Furnishing Co., vs. William Madigan Issued Dec. 2, 1920 # Jay Twist & (Atty Pd) 3.00 Sheff. Snodgrass, (pd) 15.40	Replevin for the following property to wit, 1 8-18-50 brown bomb. Range, Blk oven with warming oven, 1 Wht. S.H. Bed 4/6, 3 S.H. Kit chairs, 1 S.H. Drop-leaf Table, 1 S.N. 9x12 Rug Velvet, 1 B.J. Mattress 4/6, 1 1200 Spring 4/6, 1 1400 Chiffonier, 1 452 G.O. Rocker, 1 S.H. B.J. Mattress, Being the property of Plff unjustly seized and held by the Deft. Returnable the first Monday in Jany 1921. Bail required in the sum of $100.00 Dec. 2, 1920. Affidavit as to value of property filed, placing same at $50.00 Dec. 2, 1920. Bond of Plff., with A. Morris as surety, in the sum of $100.00, approved and filed Writ Returned: December 4th 1920 Replevied as within commanded Dec. 4th 1920 at the residence of William Madigan on First Street Titusville Pa at 11.40 a.m. the following described goods one Rug one Bed one springs one Mattress one combination crown stove no. 50 and at same time summoned William Madigan to appear as herein commanded by handing a true and attested copy thereof to an Adult member of his family at his dwelling house. The above goods left in possession of the defendant with the understanding defendants bond would follow. Also by letter of Plaintiffs to hold up proceedings. December 24th 1920 defendants shipped by freight to Plaintiffs as per bill of lading annexed. So answers James A. Snodgrass. Sheff.

Arthur L. Bates
65

Albert L. Thomas
6-11-21 V.L.G.

Oct. 10, 1921, Recd of Defts. atty $18.00 being costs, except Depts. bill and atty fee.
D. E. Greeley, Prs.

Oct 11-21 Recd in costs-Six & 80/100 Dollar
James A Snodgrass
Sheriff

Leon E Berly
vs.
William Tubbs and
Flora Tubbs
Issued Dec. 2, 1920

	#
Tax twist	2.25
Rec. Miller	.50
Pro. Greeley	4.25
Shff. Snodgrass,	6.80
Jury fee	4.00
atty	3.00
Sat.	.20
Depts. Bill of costs,	10.98

Scire Facias sur Mortgage recorded in Mortgage Book Volume 84, page 195.
Dec. 2, Returnable to next term.
Dec 2, 1920 Affidavit as to ownership of land filed.
Writ returned: Dec. 7th, 1920 Served the within writ this day by going to the within mentioned property and as no one was found in possession posted a true and attested copy thereof on the most public place to-wit: the dwelling house also by going to the dwelling house of William Tubbs and Flora Tubbs in Cussewago Tp. and served to each personally a true and attested copy thereof and by making contents known to each. So answers, James A. Snodgrass. Sheriff.
Jany 31, 1921. Affidavit of defense filed

And now, to wit, February 21, 1921, comes the plaintiff by his attorney and enters a rule on defendants to show cause why judgment should not be entered for plaintiff for want of a sufficient affidavit of defense and for want of an appearance, sec. reg. (See Rule Doc. 12, page 53.) Same day, Rule issued.

On Argument List for Feb. Term, 1921, No. 15.

Feb. 28, 1921. Rule withdrawn and discharged by consent of counsel. Per Curiam.

On Trial List for 1st Monday of Oct. 1921, No. 3.

(Mr. Sprow, Elwood City, Pa., Stenographer)

And now, Oct. 6, 1921, Jury Selected and sworn as follows: 1- Henry S. Brown, 2- Archie Henry, 3- Forest Knapp, 4- O. E. Penoyer, 5- Martin Acton, 6- James M. Rose, 7- Joseph Tregley, 8 W. H. Kelley, 9- Thomas Kinney, 10- Clarence Drake, 11- J. H. Gilson, 12- B. L. Venen: twelve good and lawful men, who upon their solemn oaths which they have taken, say Oct. 7, 1921, they find for the plaintiff in the sum of Two hundred fifteen and 14/100 Dollars, without costs. T. pages 103 to 169.

Oct. 6, 1921, Plaintiffs points filed

Oct 10, 1921 Rec'd of Atty $2.15 14 in full of Verdict & Judgment: Oct 10 1921
Satisfaction entered
Albert L Thomas

Oct. 10, 192 Recd of Arthur L. Bates defts costs, 8/10 98
Wm. Tibbs

Oct. 10, 1921 Rec'd of Arthur L. Bates Costs for $10.98
Albert L Thomas

FEBRUARY TERM, 1921

Arthur L. Bates
66

Jan. 14, 1921. Received from Arthur L Bates, Esq Plffs. atty, $6.85, being the costs in this case to date.
V L Greeley, Pro.

Jan. 14, 1920. Received from Pro. Greeley $3.60, my costs.
Jas A. Snodgrass Sheriff
Jan. 15, 1921.
Reed. of Pro. Greeley. 50
Harry F. Miller.

✓ Leon E. Berly
vs
✓ Joseph Santanello
Issued Dec. 2, 1920.

	$
Jas ✓ writ	2.25
Rec. ~~Jas~~ Miller	.50
Shff. Snodgrass	3.60
Pro. Greeley	.50

Sci. Fa. sur Mortgage recorded in Mortgage Book No. 89, page 409.
Returnable to nett term.
Dec 2, 1920. Affidavit as to ownership of property filed.
Writ returned: December 8, 1920, served the within writ this day, by handing a true and attested copy thereof to an adult member of the defendants, Joseph Santanello's family, to wit, his wife, at his dwelling house in Vernon Township.
So answers, James A. Snodgrass, Sheriff

John O. McClintock &
Walter J. McClintock
67

Otto Kohler Dec 6 1920

Kenneth V. Davison
vs.
Nancy F. Mondereau,
Executrix of the will
of Isaac Mondereau,
deceased.
Entered Dec. 3, 1920

	#
Tax Twsk (paid) 12-29-20	2.00
Pro. Greeley paid	3.50
Atty	3.00

Summons in Assumpsit, Returnable to first Monday of January next.

Dec. 3, 1920. Affidavit that plaintiffs claim exceeds $300.00 filed. M. fol. 224 & 225

"And now, Dec 3, 1920, I, Otto Kohler, of Meadville, Pa., Attorney for the estate of Isaac Mondereau, deceased, and for Nancy F. Mondereau, the Executrix of said decedent, hereby appear for the defendant above named, and waive the issuing and service of the writ of summons in the above action and accept service of said action for the defendant, to have the same force and effect as if the summons therein had been issued and delivered to the Sheriff of this county, and by him duly served personally on the defendant and so returned, and none other. (See praecipe)

Sept. 9, 1922. Plaintiffs statement of claim filed, and service by copy accepted by defendants atty.

And now, Sept. 26, 1922, On motion of plaintiff's attorneys, judgment is entered in the above case against the defendant and in favor of the plaintiff, for want of an affidavit of defense; and same day, said judgment is liquidated at the sum of Seven hundred forty-three Dollars and sixty cents, with costs of suit. (See paper filed)

	#
Debt	743.60
Int from Sept 26, 1922	

Judgment
V. L. Greeley, Prothy

M. fol. 240 & 242.

FEBRUARY TERM, 1921

Albert L. Thomas 68 Otto Kohler Dec. 6/20.	Crawford County Trust Company, Guardian of Grace Porter Smock vs. Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased. Issued Dec. 4, 1920 Jay & writ (Plff. paid) 2.00 Shff. Snodgrass 2.50 Gro. Speleff 12-29-20 pg 1.00	Summons in Assumpsit, Returnable to first Monday of January next Dec 4, 1920 Affidavit that Plff's claim exceeds $300.00, filed. Writ returned: Dec. 6, 1920, served the within writ on the within named Nancy F. Mondereau, by handing her a true and attested copy thereof and by making contents known. So answers James A. Snodgrass, Shff.

J. A. Northam 69 Otto Kohler Deft's	Sylvester Demaison now use of Henry Demaison vs. Nancy J. Mondereau, Executrix of the last will and testament of Isaac Mondereau, decd Issued Dec. 4, 1920. Jay writ (atty fd) # 2.00 Shff Snodgrass 2.50 Fro. Greeley 12-29-23 pd 1.00	Summons in Assumpsit, Returnable to the first Monday of January next. Jury trial demanded. M. fp. 224-225. Dec. 4. 1920, Affidavit that Plffs. claim exceeds $300.00 filed. Writ returned: December 6, 1920, Served the within writ on the within named Nancy J. Mondereau, by handing her a true and attested copy thereof and by making contents known. So Answers James A. Snodgrass Sheriff

FEBRUARY TERM, 1921

J. A. Northam

70

Otto Kohler Dec. 6/20

Sylvester Demaison, now use of
✓ Mrs. Demaison
vs
Nancy F. Mondereau, Executrix of the last will and testament of
✓ Isaac Mondereau, deceased
Issued Dec. 4, 1920

Tax & writ (Atty fd) # 2.00
Shff Smodgrass 2.50
Pro. Speeley 12-29-23 fg 1.00

Summons in Assumpsit, Returnable to first Monday of January next. Jury trial demanded. M. pp. 224 & 225.
Dec. 4, 1920. Affidavit that plaintiffs claim exceeds #300.00 filed.
Writ returned: December 6, 1920, served the within writ upon the within-named Nancy F. Mondereau, by handing her a true and attested copy thereof and by making contents known.
So answers James A. Smodgrass, Sheriff.

J. A. Northam
vs
Otto Kohler
Dec. 6, 1920.

April 5 1921 Rec'd Ten and 50/100 Dollars cost in this case
V. L. Greeley Pro

Received Three ⁰⁰/₁₀₀ Dollars Docket fee. Apr. 5, 1921.
Otto Kohler

April 5th 1921. Rec'd of Vo Greeley Two Dollars fifty cents in cash
Jas A. Snodgrass Shff

Mary Holzer
vs
Nancy F. Mondereau, Executrix of the last will and Testament of Isaac Mondereau, deceased.
Issued Dec. 4, 1920

Jal Fwrit (Atty fd)	2.00
Shff. Snodgrass	2.50
Atty	3.00
Pro Fy	1.00

Summons in Assumpsit; Returnable to first Monday of January next. Jury trial demanded. M Pp. 224 & 225.
Dec. 4, 1920. Affidavit that plaintiffs claim exceeds $300.00 filed.
Wpt returned: Dec. 6, 1920. Served the within writ on the within named Nancy F. Mondereau, by handing her a true and attested copy thereof and by making contents known.
So answers James A. Snodgrass, Shff.

This case discontinued.
April 5, 1921
Mary Holzer

FEBRUARY TERM, 1921

J. A. Northam 72 Otis Kohler Dec. 6/20	Marguerite J. Holzer vs Nancy F. Mondersan, Executrix of the last will and testament of Isaac Mondersan, deceased. Issued Dec. 4, 1920 # Jas + writ (Atty fd) 2.00 Shff. Snodgrass 2.50 Bro. Greeley 12-29-20 fg 1.00	Summons in Assumpsit, Returnable to the first Monday of January next. Jury trial demanded. M. pp. 224 & 225 Dec 4, 1920 Affidavit that Pltff. claim exceeds $300.00, filed. Writ returned: Dec. 6, 1920, served the within writ on the within named Nancy F. Mondersan, by handing her a true and attested copy thereof and by making contents known. So answers, James A. Snodgrass, Shff.

Donald b. Thompson
73
Otto Kohler
Dec 6, 1920.

Mrs. Tannie Moffitt
vs
Nancy J. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased.
Issued Dec 4, 1920.

		#
Jas & Writ (Atty pd)		2.00
Shff Snodgrass	(pd)	2.50
Pro. Greeley	12-29-20 pd	3.50
Atty		3.00

Summons in Assumpsit, Returnable to first Monday of January next. July trial demanded. M. pp. 224 & 225.

Writ returned: Dec. 6, 1920, served the within writ on the within named Nancy J. Mondereau, by handing her a true

Writ retd: Dec. 6, 1920, served the within writ on the within named Nancy J. Mondereau, by handing her a true and attested copy thereof and by making contents known.

So answers James A. Snodgrass, Sheriff

Sept. 2, 1921. Statement of claim filed.

And now, July 20, 1922, upon praecipe of plaintiff's attorney, judgment is entered in favor of the plaintiff and against the defendant for want of an affidavit of defense, and same is liquidated at the sum of Two hundred and five Dollars and Three cents. (See paper filed)

Debt $205.03
Int. from July 20, 1922
Judgment
V.L. Greeley, Prothy.

M. pp. 240 & 242.

Aug. 17, 1922. Proof of service of statement of claim on defendant's attorney Sept. 2, 1921, filed.

And now, Feby. 3, 1920 - Received of plff. - Two and 50/100 Dollars ($2.50) fee.
Jas A Snodgrass Sheriff

FEBRUARY TERM, 1921

John O. McClintock
Walter J. McClintock
Otto Kohler

✓ Roy Harroun
vs.
Nancy F. Mondereau,
Executrix of the last
✓ will of Isaac Mondereau,
deceased.
Entered Dec. 6, 1920

Jay + writ (pd by Plff)	# 2.00
Pro. Greeley, 12 23 28 Dec 23	3.50
Atty	3.00

Summons in Assumpsit, Returnable to next term. M. pp. 224 & 225.

Dec. 6, 1920. Affidavit that Plff's claim exceeds #300.00 filed.

"And now, Dec. 6, 1920, Otto Kohler, Esq. of Meadville, Pa., Attorney for the estate of Isaac Mondereau, deceased, and for Nancy F. Mondereau Executrix of said decedent, appears for the defendant above named, and waives the issuing and service of the writ of summons in the above action, and accepts service of the writ and said action for the defendant, to have the same force and effect as if the summons therein had been regularly issued, delivered to the Sheriff and by him personally served on the defendant and duly so returned, and none other"

(See praecipe)

Oct. 18, 1922. Plaintiff's statement of claim filed, and service of notice by copy accepted by Plffs. atty

And now, November 3, 1922, On motion of plaintiff's attorneys, judgment is entered against the defendant, in favor of the plaintiff for want of an affidavit of defense, and liquidated at the sum of Five hundred seventy-two and 50/100 Dollars, with costs of suit

(See paper filed)

Debt # 572.50
Int. from Nov. 3, 1922

M. pp. 240 & 242.

Judgment
V. L. Greeley, Prothy.

Brooks, English & Winn
7/5

Winter Piano Company
vs.
Joseph Muscarro and
Rosa Muscarro
Issued Dec. 6, 1920.

Jay & Prothy. (2-7-21 # paid 3.00
Shff Snodgrass 10.50

Jan 7-1921
Rec'd my costs from
Opp Atty's
Jas A. Snodgrass

Replevin for One Piano Forte No. 103076 Wm. Price, of the value of not to exceed $395.00. Returnable to first Monday of January, 1921

Dec. 6, 1920. Affidavit as to value of property filed.

Dec. 6, 1920. Bond of Plff. with Geo. J. Winter as surety, in the sum of $790.00, approved and filed.

Writ Returned: December 7th 1920 Replevied as within commanded by going to the home of Pasquale Vrenna (where the within mentioned piano was found Rosa muscarro Vrenna (wife) being present) One upright-Piano no. 103076 Wm Price and at the same time summoned Pasquale Vrenna and by adding his name to the writ as one of the defendants summoned him to appear as herein commanded by handing to an adult member of his family To wit his wife at his dwelling house in Summerhill township Crawford County Penna a true and attested copy thereof and as to Rosa Muscarro now Rosa muscarro Vrenna being one and the same person by handing her a true and attested copy and by making contents known also at same time summoned her to appear as herein commanded as to the defendant Joseph Muscarro I return as "nihil habet" The above Piano was left in possession of the above defendants, no bond received as I had orders to hold proceedings up. So answers James A. Snodgrass, Sheriff.

Leland J. Culbertson
76

Otto Kohler Jan 7/21

William Reddick
vs.
Nancy F. Mondereau Executrix of the last will and testament of Isaac Mondereau, deceased, Nancy J. Mondereau, Leroy Mondereau, Pearl Mondereau First and Lorena Mondereau, and Nancy F. Mondereau, widow.
Issued Dec. 6, 1920

Tax & writ (paid)	#	2.50
Shff. Snodgrass, writ		11.00
rule		2.40
Prd. Speeley 12-29-2 7 pd		3.50
Atty		3.00

Ejectment for a triangular piece of land on the east side of Morgan Street in West Mead Twp., containing 15 lots, more or less (For description of length, see praecipe); Returnable to first Monday of January next.

Dec. 6, 1920 Declaration and abstract of title filed

Now Dec 7 1920 Comes Leland J. Culbertson attorney for plaintiff and enters a rule on defendants to file an affidavit of defense and abstract of title within twenty days from date hereof or judgment See Leg

See Rule docket Vol 12 page 531

Dec 7 1920 Rules issued upon Nancy F. Mondereau

Dec. 14, 1920, Proof of service of rule, filed.

Writ returned: The Sheriff makes affidavit of service: "That he served the writ of Ejectment in the above stated case personally on the 10th day of Dec 1920, in the following manner, to wit: Upon Nancy F. Mondereau, widow, Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased, Nancy F. Mondereau, Guardian of Lorena Mondereau, a minor, by handing to each personally a true and attested copy thereof and by making contents known. As to Leroy Mondereau by handing to an adult member of his family at his dwelling house, a true and attested copy thereof at Meadville, Pa., on Dec. 11, 1920. As to Harvey Mondereau and Pearl Mondereau First, by handing each a true and attested copy personally, and informing them of the contents thereof, on the 11th day of Dec. 1920. No person found in possession of the within described property, but posted a true and attested copy thereon.

So answers James A. Snodgrass, Shff.

And now, May 2, 1921. On motion of plaintiffs attorney, judgment is entered in favor of plaintiff and against the defendants served with the rule of Dec 7, 1921, to wit, Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased, Nancy F. Mondereau, widow and devisee of said decedent, and Nancy F. Mondereau testamentary guardian of Lorena Mondereau, and also against the other defendants for whom service was accepted by their attorney for the land described in the praecipe and writ, by default, for failing to traverse the title and facts contained in the plaintiffs abstract of title and for failing to file an abstract of title or facts upon which they rely. (See Rulle Doc. 12, page 543)

M. pages 227, 226, 229, 228.
J. page 132.

Judgment.
V. L. Speeley, Prothy.

Leland J. Culbertson

77

Discontinued Jan. 7, 1921

William Reddick and William S. Reddick
vs
Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, dec'd, Harvey J. Mondereau, Leroy Mondereau, Pearl Mondereau First, Lorena Mondereau and Nancy F. Mondereau, widow.

Issued Dec 6, 1920.

Tax & writ (paid)		2.50
Shff. Snodgrass, writ		11.00
" " rule		2.40
Gro. Greeley 12-29-20		3.50
Atty		3.00

Ejectment for nine lots numbered 22 to 30 inclusive as laid out and designated on the map of Irwin Addition situated east of Morgan Street in West Mead Township (For description at length see praecipe filed); Returnable to first Monday of January next.

Dec 6, 1920. Declaration and abstract of title filed

Now Dec 7, 1920 comes the plaintiff by their attorney Leland J. Culbertson and enter a rule on defendants to file an affidavit of defense and abstract of title within twenty days from date hereof or judgment See Reg See Rule docket no 12 page 531

Dec 7 1920 Rules issued upon Nancy F. Mondereau,

Dec. 14, 1920. Proof of service of rule filed

Writ returned: The Sheriff maker affidavit: Served the writ of ejectment in the above stated case personally on the 10th day of December, 1920, in the following manner to wit: Upon Nancy F. Mondereau, widow, Nancy F. Mondereau, Executrix of last will and testament of Isaac Mondereau, deceased, and Nancy F. Mondereau, Guardian of Lorena Mondereau, a minor, by handing to each personally a true and attested copy thereof and making contents known. As to Leroy Mondereau, by handing to an adult member of his family at his dwelling house a true and attested copy thereof, at Meadville, Pa. on 11th day of Dec. 1920. As to Harvey Mondereau and Pearl Mondereau First, by handing to each a true and attested copy thereof personally and by informing them of the contents thereof, on the 11th day of Dec. 1920. As no person was found in possession I posted a true and attested copy thereon. So answers James A. Snodgrass, Sheriff.

And now, May 7, 1921, On motion of plaintiffs attorney, judgment is entered in this case in favor of plaintiffs and against the defendants served, with the rule of Dec. 7, 1921, to wit, Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased, Nancy F. Mondereau, widow and devisee of said decedent, and Nancy F. Mondereau, Testamentary Guardian of Lorena Mondereau, and also against the other defendants, for whom service was accepted by their attorney, for the land described in the praecipe and writ, for failing to traverse the title and facts contained in the plaintiffs abstract of title and for failing to file an abstract of title or the facts upon which they rely. (See Rule Doc. 12, page 544)

M. pages 227, 226, 229, 228.
F. page 132.

Judgment.
V. L. Greeley, Prothy.

FEBRUARY TERM, 1921

Thomas & Thomas

78

Petition of -
Peoples Incandescent Light Company, a corporation,
for
Satisfaction of a mortgage given by Joseph O'G. Kennedy to John Bliss, recorded in Mortgage Book F. page 241
Entered Dec. 6, 1920.

	#	
Geo. Greeley (paid Jan. 17/21)	5.00	
Shff-Snodgrass	3.75	

January 13-1921
Recved Three dollars and seventy-five cents 3.75 my costs
James A. Snodgrass Sheriff

Dec. 6, 1920 Petition presented in open court and filed.

And now, Dec. 6, 1920, On presentation of the foregoing petition and upon consideration thereof, it is ordered and decreed that the Sheriff of Crawford County serve notice upon John Bliss and upon any other holder or holders of the mortgage described in this petition, if he or they can be found in this county, and if such person or persons are unknown and can not be found, then he shall give public notice by advertisement of the facts set forth in this petition, once a week for four successive weeks in the Cochranton Times, a newspaper published in said County, commanding said persons to appear on the first Monday of January next at ten o'clock A.M. to answer this petition, and to show cause why satisfaction should not be entered on the record of the mortgage therein described by the Recorder of Deeds of said county, as prayed for in said petition. (See petition)

(Signed) Thos. J. Prather, P.J.

Dec. 6, 1920. Order issued to Sheriff.

Jan. 3, 1921. Sheriff's return to the order of court with proof of publication attached filed.

Decree. And now, Jany. 3, 1921, the Sheriff of this county having made return to the order of this Court heretofore made and to him directed in this case that after diligent search he was unable to find the holder of said mortgage or his heirs or legal representatives or any other holder or holders of the said mortgage in the petition described, within his bailiwick, upon whom he could serve the order as he was therein directed, and that in obedience to said order he had thereupon given public notice of the facts set forth in said petition to all persons interested in said matter, by an advertisement published once a week for four successive weeks after the presentation of said petition in the Cochranton Times, a newspaper published in said county, as appears by the return of the Sheriff and proofs of publication thereto attached, on file in this case, and to the court shown, which are deemed sufficient to the court, and it further appearing to the court that no answer to the petition having been filed or cause shown why satisfaction of the mortgage described in the petition should not be entered according to the prayer of the petition, and that the time for filing such answer

Continued on page 450

Albert L. Thomas 79 Otto Kohler Jan. 7, 1921	Crawford County Trust Company Trustee of Thomas M. Allen vs. Nancy J. Mondereau Executrix of the last will and testament of Isaac Mondereau, decd Issued Dec. 6, 1920 Tax + writ 12-29-23 pd 2 00 Shff. Snodgrass 2.40 Pro. Greeley pd 1.00	Summons in Assumpsit Returnable to first Monday of January next. Mpr. 22nd 1925. Dec. 6, 1920. Affidavit that Plffs claim exceeds $300.00, filed. Writ returned: Dec. 10, 1920, served the within writ on the within named Nancy J. Mondereau, by handing a true and attested copy thereof to her personally and by making contents known. So answers Jamel A. Snodgrass, Shff.

FEBRUARY TERM, 1921

James D. Roberts 80 Otto K. Hall Jan. 7, 1921	Isabella Findley vs. Nancy F. Mondereau Executrix of the will of Isaac Mondereau, deceased. Issued Dec. 6, 1920. Tax & writ (plff. pd) 2.00 Sheff. Snodgrass 2.40 Pro. Speedy 12-29-20 pd 1.00	Summons in Assumpsit, Returnable to the first Monday of January next. M. pp. 224 & 225. Dec. 6, 1920. Affidavit that plaintiff's claim exceeds $300.00, filed. Writ returned: Dec. 10, 1920, served the within writ on the within named Nancy F. Mondereau by handing a true and attested copy to her personally and by making contents known. So answers James A. Snodgrass, Sheriff

James D Roberts

81

Otto Kohler Jan. 7, 1921.

Frank P. McFate, Administrator of John McFate, deceased,

vs.

Nancy F. Mondereau, Executrix of the will of Isaac Mondereau, deceased.

Issued - Dec 6, 1920.

	#	
Jas Twrit (plff pd)		2.00
Shff Snodgrass		2.40
Pro. Greeley	12-29-23 pd	1.00

Summons in Assumpsit, Returnable to first Monday of January next

Mpp. 224 #225.

Dec. 6, 1920. Affidavit that plffs. claim exceeds $300.00 filed.

Writ returned: Dec. 10, 1920, served the within writ on the within named Nancy F. Mondereau, by handing a true and attested copy thereof to her personally and by making contents known. So answers

James A. Snodgrass, Sheriff

FEBRUARY TERM, 1921

Otto Kohler

82

G & B Hunt, a corporation,

vs.

Jennie Gill and Rose Hathaway associated as Hathaway & Gill, doing business under the title of Diamond Restaurant.

Issued Dec. 7, 1920.

	#
Tax writ (Plff. paid)	2.00
Shff. Snodgrass	4.20
Pro. Greeley	2.75
Atty	3.00

Summons in Assumpsit, Returnable to first Monday of January, 1921.

Dec. 7, 1920. Statement of Claim filed, and two copies certified to Sheriff.

Writ returned, Dec. 7, 1920, served the within writ on the within named defendants, by handing a true and attested copy thereof together with certified copy of plaintiffs statement of claim to Jennie Gill & Co. by making contents known. As to Rose Hathaway by handing a true and attested copy thereof to an adult member at her place of business, and at the same time and manner giving a certified copy of plaintiffs statement of claim.

So answers James A. Snodgrass, Sheriff.

And now, Janry 8, 1921, comes plaintiff by attorney and takes judgment against defendants, for default of appearance and for default of affidavit of defense: liquidated at the sum of Four hundred forty and 41/100 Dollars.

(See paper filed)

Debt # 440.41

Int. from Jan. 8, 1921.

Judgment

V. L. Greeley, Prothy.

Same day, Judgment

G.p. 152; Ha.p. 181; Fin.pp. 134 & 137.

Fifa no 4 Sept Term 1922

Leland J. Culbertson
83

Otto Kohley Jan. 7, 1921

Emma Cheney
vs
Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, decd.
Issued Dec. 7, 1920

Tax writ (Atty fd)		2.00
Shff. Snodgrass	12-29-23	2.40
Pro. Greeley	pd	1.00

Summons in Assumpsit, Returnable to first Monday of January next.
M. fpf. 224 & 225.

Writ returned: Dec. 10, 1920, served the within writ on the within named Nancy F. Mondereau, by handing a true and attested copy thereof to her personally, and by making contents known.
So answers James A. Snodgrass, Shff.

FEBRUARY TERM, 1921

Victor Johnson 84 Otis Kohler Jan. 7, 1921	✓ Ruth M Walton vs. Nancy F. Mondereau Executrix of the last will and testament of Isaac Mondereau, deceased. Issued Dec. 7, 1920. Tax & writ (Atty pd) 2.00 Sheriff Snodgrass, 12-29-20 2.40 Pro. Breeley pd 1.00	Summons in Assumpsit, Returnable to the first Monday of January next. Plff. demands trial by Jury. M. pp. 224 & 225. Dec. 7, 1920. Affidavit that Plffs. claim exceeds $300, filed. Writ returned: Dec. 10, 1920, served the within writ on the within named Nancy F. Mondereau, by handing a true and attested copy thereof to her personally and by making contents known. So answers, James A. Snodgrass, Sheriff.

6 Victor Johnson
85

Otto Kohen Jan. 7, 1921.

Mabel Walton
vs.
Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased.
Issued Dec. 7, 1920.

Tax writ (Atty pd) # 2.00
Shff. Snodgrass 2.40
Prd. Greeley 1922-23 pd 1.00

Summons in Assumpsit, Returnable to the first Monday of January next. Plff. demands trial by jury. M. Fb. 224-225.
Dec. 7, 1920. Affidavit that Plff's claim exceeds $300.00 filed.
Writ returned: Dec. 10, 1920, served the within writ on the within named Nancy F. Mondereau, by handing a true and attested copy thereof to her personally and by making contents known to answers.
James A. Snodgrass, Shff

FEBRUARY TERM, 1921

Victor Johnson 86 Otto Kohler Jan 7, 1921	A. J. Rushmore and Hardie Rushmore vs. Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased. Issued Dec. 7, 1920 Tax writ (Atty fee) $2.00 Shff Snodgrass 2.40 Bro. Greeley 12-29-23 pd 1.00	Summons in Assumpsit, Returnable to first Monday of January next. Plff demands trial by jury. M-pp. 224-225. Dec 7, 1920. Affidavit that Plffs. claim exceeds $300 filed. Writ returned Dec. 10, 1920 served the within named Nancy F. Mondereau, by handing a true and attested copy thereof to her personally and by making contents known. So answers James A. Snodgrass, Shff.

No. Victor Johnson 87 Jno. Kohen Jan. 7, 1921	J. F. Walton vs Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased. Issued Dec. 7, 1920 Jax twrk (atty pd) $ 2.00 Shff Snodgrass 2.40 Prd. Greeley (12-29-23) pd 1.00	Summons in Assumpsit. Returnable to the first Monday of January next. Plff. demands trial by jury. M. [illegible] Dec. 7, 1920 Affidavit that Plffs. claim exceeds $300 filed. Writ returned: Dec. 10, 1920. Served the within writ on the within named Nancy F. Mondereau, by handing a true and attested copy thereof to her personally and by making contents known. So answers James A. Snodgrass, Shff.

FEBRUARY TERM, 1921

b. Victor Johnson 88 Etta Mohler Jan. 7, 1921.	A. J. Rushmore vs. Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased. Issued Dec. 7, 1920 Tax & writ (atty fd) 2.00 Shff Snodgrass 12-29-23 2.40 Pro Greeley fg 1.00	Summons in Assumpsit, Returnable to first Monday of January, next. Cliff demands trial by jury. M. pp. 224 & 225. Dec. 7, 1920. Affidavit that Cliff's claim exceeds $300, filed. Writ returned: Dec. 10, 1920, served the within writ on the within named Nancy F. Mondereau, by handing a true and attested copy thereof to her, personally and by making contents known. So answers James A. Snodgrass, Sheriff.

B. B. Bickett 89 Otis Rohrer Jan. 7, 1921.	Adelia Chamberlain vs. Nancy F. Mondereau, Executrix of the last will of Isaac Mondereau, deceased. Issued Dec. 7, 1920. # Jas Twomey (atty fd) 2.00 Shff Snodgrass 2.40 Pro. Greeley 12-29-23 fd 1.00	Summons in Assumpsit, Returnable to the first Monday of January next. Plff. demands jury trial. M'pp. 224 & 225. Dec. 7, 1920. Affidavit that Plffs. claim exceeds $300 filed. Writ returned: Dec. 10, 1920, served the within writ on the within named Nancy F. Mondereau, by handing a true and attested copy thereof to her personally and by making contents known. So answers James A. Snodgrass, Sheriff.

FEBRUARY TERM, 1921

B. B. Bissett 90 Otto Mohen Jan. 7, 1921.	Byron W. Braine vs. Nancy F. Mondereau Executrix of the last will of Isaac Mondereau, deceased Issued Dec. 7, 1920. Jay Typit (atty's fd) 2.00 Shff. Snodgrass 2.40 Bro. Greeley, pd (12-29-23) 1.00	Summons in Assumpsit Returnable to first Monday of January next. Plff demands jury trial. M. pp. 224-225 Dec. 7, 1920. Affidavit that Plaintiffs claim exceeds $300 filed. Writ returned: Dec. 10, 1920, served the within summons on the within named Nancy F. Mondereau by handing a true and attested copy thereof to her personally and by making contents known. So answers James A. Snodgrass, Sheriff.

Thomas & Thomas vs Otto Kohler	Crawford County Trust Company vs Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased. Entered Dec. 8, 1920 # Tax writ (Plff paid) 2.00 Pro Greeley since fpd 3.50 Atty 3.00	Summons in Assumpsit, Returnable to first Monday of January next Dec. 8, 1920. Affidavit that plaintiffs claim exceeds $100.00, filed. And now, Dec. 8, 1920, Otto Kohler, Esq. appears for deft. and waives the issuing of a summons and accepts service thereof, with the same force and effect as if the summons had been regularly issued and duly served upon the deft. by the Sheriff. (See praecipe) Dec. 23, 1920, Plaintiffs statement of claim filed. And now, July 13, 1922, Upon praecipe of plaintiffs attorneys, judgment is entered in favor of plaintiff and against defendant for want of an affidavit of defense, and plaintiffs damages are assessed at the sum of Three thousand three hundred forty-seven Dollars and Eighty-six cents (See paper filed) Debt $3347.86 Int. from July 12, 1922 Judgment V. L. Greeley, Prothy.

M. fpp. 240 226.

FEBRUARY TERM, 1921

Thomas & Thomas 92 Otto Kohler	John Carr vs. Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, decd. Entered Dec. 8, 1921.	Summons in Assumpsit; returnable to first Monday of January, 1921 M. pp. 224 & 225. Dec. 8, 1920, Affidavit that Plffs. claim exceeds $100.00, filed. And now, Dec. 8, 1920, Otto Kohler, Esq., appears for Deft. and waives the issuing of a summons and accepts service thereof, with the same force and effect as if the Summons had been regularly issued and duly served upon the deft. by the Sheriff. (See praecipe) Dec. 23, 1920. Plaintiffs statement of claim filed. And now, July 13, 1922, Upon praecipe of plaintiffs Attorneys, judgment is entered in favor of the plaintiff and against the defendant, for want of an affidavit of defense, and plaintiffs damages are assessed at the sum of Five hundred seventy-one Dollars (See paper filed) Debt $571.00 Int. from July 12, 1922 M. pp. 240 & 226 Judgment V. L. Greeley, Prothy

	Tax & writ (Plff. pd)	2.00
	Pro Greeley since pd	3.50
	Atty.	3.00

Thomas & Thomas

93
Otto Kohler

Commonwealth Bank now use of Crawford County Trust Company,
vs.
Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased
Entered Dec. 8, 1920.

	#	
Tax & writ (Plff fd)		2.00
P.o. Greely 2 12/22-23 Since pq		3.50
Atty		3.00

Summons in Assumpsit, Returnable to first Monday of January next.
M. pp. 224 & 225

Dec. 8, 1920. Affidavit that Plffs. claim exceeds $100.00 filed

And now, Dec. 8, 1920 Otto Kohler, Esqr appears for Deft. and waives the issuing of a summons and accepts service thereof, with the same force and effect as if the summons had been regularly issued and duly served upon the deft. by the Sheriff. (See praecipe)

Dec 23, 1920. Plaintiffs statement of claim filed

And now, July 13, 1922, Upon praecipe of plaintiffs attorneys, judgment is entered in favor of the plaintiff and against the defendant, for want of an affidavit of defense, and plaintiffs damages are assessed at the sum of Four thousand and fifty-eight Dollars, Ninty cents (See paper filed)

Debt $4058.90
Int. from July 12, 1922
Judgment

M. pp. 240 & 242.

V. L. Greeley, Prothy.

Thomas & Thomas Otto Kohler	Paul E. Thomas, Administrator of the Estate of ~~E. W.~~ W. E. McDill vs. Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, dec'd. Entered Dec. 8, 1920 Jas't writ (Atty fee) 2-12-28-23 # 2.00 Pro & Since 94 3.50 Atty 3.00	Summons in Assumpsit, Returnable to first Monday of January next. M. Dkt 224 & 225. Dec 8, 1920. Affidavit that Pltffs. claim exceeds $100.00 filed. And now, Dec. 8, 1920. Otto Kohler, Esq. appears for Defts. in the above case, and waives the issuing of a summons therein and accepts service thereof, with the same force and effect as if the summons had been regularly issued and duly served upon the defendant by the Sheriff. (See praecipe) April 18, 1921. Plaintiffs statement of claim filed. Service of same accepted by Defts. Atty. And now, May 2, 1921, On motion in open Court amendment of record allowed, correcting the name of the plaintiff decedent to read "W. E. McDill", instead of "E. W. McDill." (See paper filed) Per Curiam.

And now, July 13, 1922. Upon praecipe of plaintiffs attorneys, judgment is entered in favor of the plaintiff and against the defendant, for want of an affidavit of defense, and plaintiffs damages are assessed at the sum of One thousand four hundred six Dollars and fourteen cents.
(See paper filed)

M. Dkt. pp. 240 & 242.

Debt # 1406.14
Int. from July 12, 1922
Judgment.
V. L. Greeley, Prothy.

Thomas & Thomas
95
Otto Kohler

E. J. Midot
vs.
Nancy J. Mondereau, Executrix of the last will and testament of Isaac Mondereau, decd.
Entered, Dec. 8, 1920

	#
Tax & writ (Atty's fid)	2.00
Prp Greeley since fg	3.50
Atty	3.00

Summons in Assumpsit Returnable to first Monday of January next.
M. pp. 225 & 226

Dec. 8, 1920 Affidavit that Plffs. claim exceeds $100.00 filed

And now, Dec. 8, 1920 Otto Kohler, Esq. appears for Defts. and waives the issuing of a Summons therein and accepts service thereof, with the same force and effect as if a Summons had been regularly issued and duly served upon the Defts. by the Sheriff. (See praecipe)

April 18, 1921. Plaintiffs statement of claim filed. Service accepted by Defts. Atty.

And now, July 13, 1922, Upon praecipe of plaintiffs attorneys, judgment is entered in favor of the plaintiff and against the defendant, for want of an affidavit of defense, and plaintiffs damages are assessed at the sum of Eight thousand seven hundred seventy-nine Dollars and sixty-one cents. (See paper filed)

Debt $8779.61
Int. from July 12, 1922
Judgment
D. L. Greeley, Prp.

M. pp. 240 & 242

Thomas & Thomas

Otto Kohler

Martha Hamilton

vs.

Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, dec'd

Entered Dec. 8, 1920

	#
Tax & writ (Atty pd)	2.00
Pro Greeley sincpt 12-29-20	3.50
Atty	3.00

Summons in Assumpsit, Returnable to first Monday of January next.

M. pp. 224 & 225.

Dec. 8, 1920. Affidavit that Cliffs. Claim exceeds $100.00, filed.

And now, Dec. 8, 1920, Otto Kohler, Esq. appears for dept. and waives the issuing of a summons and accepts service thereof with the same force and effect as if the summons had been regularly issued and duly served upon the defendant by Sheriff of Crawford County. (See praecipe.)

April 18, 1921 Cliffs. Statement of claim filed. Service of same accepted by Defts. Atty.

And now, July 13, 1922. Upon praecipe of plaintiffs attorney, judgment is entered in favor of the plaintiff and against the defendant, for want of an affidavit of defense, and plaintiffs damages are assessed at the sum of Seven hundred eighteen Dollars and Sixty-one cents. (See paper filed)

	#
Debt	718.61
Int. from July 12, 1922	
Judgment	

V. L. Greeley, Pro

M. pp. 240 & 242.

Thomas & Thomas 97 Otto Kohler	Ada M. Gordon vs. Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased. Entered Dec. 8, 1920 Tax & writ (Atty fee) 2.00 Pro Prothy fee 1.00	Summons in Assumpsit, Returnable to first Monday of January next. M. Dk. 224 & 225. Dec. 8, 1920. Affidavit that Plffs claim exceeds $100.00, filed. And now, Dec. 8, 1920, Otto Kohler, Esq. appears for the defendant in the above stated case, and waives the issuing of a summons therein and accepts service thereof with the same force and effect as if a summons had been regularly issued and duly served upon the defendant by the Sheriff of Crawford County. (See Praecipe)

Thomas & Thomas
98
Otto Kohler

✓ Anna Kern
vs
Nancy J. Mondereau,
Executrix of the last
will and testament of
Isaac Mondereau, decd
Entered Dec. 8, 1920.

		#
Jas't work (Atty pd 2-12-28-2-3)		2.00
Pro Greely since pd		3.50
Atty		3.00

Summons in Assumpsit, Returnable to first Monday of January next.
M. pp. 225 & 224.

Dec 8, 1920. Affidavit that Plffs. claim exceeds $100. filed.

And now, Dec. 8, 1920, Otto Kohler, Esq. appears for the defendant in the above stated case, and waives the issuing of a summons therein and accepts service thereof, with the same force and effect as if a summons had been regularly issued and duly and regularly served upon the defendant by the Sheriff of Crawford County. (See praecipe)

April 18, 1921 Plaintiffs statement of claim filed. Service accepted by Defts. Atty.

And now, July 13, 1922. Upon praecipe of plaintiffs attorneys, judgment is entered in favor of plaintiff and against the defendant, for want of an affidavit of defense, and plaintiffs damages assessed at the sum of One thousand eight hundred one Dollars and Eighty-five Cents. (See paper filed)

	#
Debt	1801.85
Int. from July 12, 1922	
Judgment	

M. pp. 240 & 242.

V. L. Greeley, Prothy

Thomas & Thomas Otto Kohler	Flora E. McDaniel Brown vs. Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased. Entered Dec. 8, 1920 Tax & writ (Atty paid) # 2.00 Fee Greeley Sheriff pd (12-29-20) 3.50 Atty 3.00	Summons in Assumpsit, Returnable to first Monday of January, 1921. M. 1921 224-225 Dec. 8, 1920. Affidavit that Plffs. claim exceeds $100.00, filed. And now, Dec. 8, 1920, Otto Kohler, Esq. appears for Deft. and waives the issuing of a summons therein and accepts service thereof, with the same force and effect as if a summons had been regularly issued and duly served upon the deft. by the Sheriff of Crawford County. (See praecipe) April 18, 1921. Plaintiffs statement of claim filed. Service of same accepted by Defts. Atty. And now, July 13, 1922, upon praecipe of plaintiffs attorneys, judgment is entered in favor of plaintiff and against defendant, for want of an affidavit of defense, and plaintiffs damages assessed at the sum of Eight hundred thirty Dollars and Sixty-six Cents. (See paper filed) # 830.66 Debt Int. from July 12, 1922. M. pp. 240 & 242 Judgment W. L. Greeley, Prothy.

Thomas & Thomas
Otto Kohler 1.00

Mary A. Bideaux
vs.
Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased.
Entered Dec. 8, 1920.

Tax & writ (Atty pd) 2-12-29-F3 # 2.00
Pro Greeley Sumpd 3.50
Atty 3.00

Summons in Assumpsit, Returnable to First Monday of January, 1921.
M. fp. 324 225.

Dec. 8, 1920. Affidavit that Plffs. claim exceeds $100 filed.

And now, Dec. 8, 1920. Otto Kohler, Esq. appears for the deft. in the above case and waives the issuing of a summons therein and accepts service thereof, with the same force and effect as if a summons had been regularly issued and duly and regularly served upon the defendant by the Sheriff of Crawford Co. (See praecipe)

April 18, 1921, Plaintiffs statement of claim filed. Service of same accepted by Defts. Atty.

And now, July 13, 1922, Upon praecipe of plaintiffs attorneys, judgment is entered in favor of plaintiff and against defendant for want of an affidavit of defense, and plaintiffs damages assessed at the sum of One thousand forty-four and 19/100 Dollars (See paper filed)

Debt # 1044.19
Int. from July 12, 1922
Judgment
V. L. Greeley, Pro.

M. fp. 240 242.

Thomas & Thomas
Otto Kohler
10

Felicia Bideaux
vs.
Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased.
Entered Dec. 8, 1920

Tax & writ (Atty fd) 2.00
Pro Greeley since fd 3.50
Atty 3.00

Summons in Assumpsit, Returnable to first Monday of January, 1921.
M. pp. 226 & 227

Dec. 8, 1920 Affidavit that Plffs claim exceeds $100 filed.

And now, Dec. 8, 1920, Otto Kohler, Esqr. appears for Deft. in above stated case, and waives the issuing of a Summons therein and accepts service thereof, with the same force and effect as if a Summons had been regularly issued and duly and regularly served upon the defendant by the Sheriff of Crawford Co. (See praecipe)

April 18, 1921 Plaintiffs statement of claim filed. Service of same accepted by Defts. Atty.

And now, July 13, 1922, upon praecipe of plaintiffs attorneys, judgment is entered in favor of plaintiff and against defendant, for want of an affidavit of defense, and plaintiff's damages assessed at the sum of Two thousand two hundred forty-eight Dollars Ninety Cents (See paper filed)

Debt # 2248.90
Int. from July 12, 1922
Judgment
V. L. Greeley, Pro.

M. pp. 240 & 242.

Thomas & Thomas 102 Otto Kohler	Mrs. S. A. McDaniel vs. Nancy J. Mondereau, Executrix of the last will and testament of Isaac Mondereau, dec'd. Entered Dec. 8, 1920 Tax & writ (Atty pd) 2.00 Pro Greeley since pd 3.50 Atty 3.00	Summons in Assumpsit, Returnable to First Monday of January, 1921 Dec. 8, 1920. Affidavit that Pltffs. claim exceeds $100 filed. And now, Dec. 8, 1920. Otto Kohler, Esqr. appears for the defendant in the above stated case and waives the issuing of a summons therein and accepts service thereof, with the same force and effect as if a summons had been regularly issued and duly and regularly served upon the defendant by the Sheriff of Crawford County. (See praecipe) April 18, 1921. Plaintiffs statement of claim filed. Service of same accepted by Defts. atty. July 13, 1922, Upon praecipe of plaintiffs attorney, judgment is entered in favor of plaintiff and against defendant, for want of an affidavit of defence, and plaintiffs damages assessed at the sum of Five hundred eighty-two and 49/100 Dollars. (See paper filed) Debt # 582.49 Int. from July 12, 1922 Judgment. M-pp. 240+242 V. L. Greeley, Prothy

Thomas & Thomas
103
Otto Kohler

Sarah J. McDill
vs.
Nancy F. Mondereau
Executrix of the last will and testament of Isaac Mondereau deceased.
Entered Dec. 8, 1920.

Jay & writ (Atty paid)	$ 2.00
Pro. Greeley since fee 12-29-22	3.50
Atty	3.00

Summons in Assumpsit, Returnable to first Monday of January, 1921
M. pp. 226 & 227.

Dec. 8, 1920. Affidavit that Plffs claim exceeds $100 filed

And now, Dec. 8, 1920. Otto Kohler, Esq. appears for Defts. and waives the issuing of a summons in this case and accepts service thereof, with the same force and effect as if a summons had been regularly issued and duly and regularly served upon the defendant by the Sheriff of Crawford County. (See praecipe)

April 18, 1921. Plaintiffs Statement of claim filed. Service of same accepted by Defts. atty.

And now, July 13, 1922, Upon praecipe of plaintiffs attorneys, judgment is entered in favor of plaintiff and against defendant, for want of an affidavit of defense, and plaintiffs damages assessed at the sum of $ Seven hundred sixty-nine and 1/00 Dollars. (See paper filed)

Debt $769.01
Int from July 12, 1922
Judgment
V. L. Greeley, Prothy

M. pp. 240 & 242.

FEBRUARY TERM, 1921

b. Victor Johnson 164 Jan. 7, 1921	H. B. Rushmore vs. Nancy F. Mondereau Executrix of the last will and testament of Isaac Mondereau, decd Issued Dec. 8, 1920 Tax writ (Atty Paid) # 2.00 Shff. Snodgrass 2.40 Pro. Greeley 12-29-20 pd 1.00	Summons in Assumpsit, Returnable to the first Monday of January next. Plff. demands trial by jury. M. fpp 226-227 Dec 8, 1920. Affidavit that Plffs claim exceeds $300.00 filed. Writ returned: Dec. 10, 1920, served the within writ on the within named Nancy F. Mondereau, by handing a true and attested copy thereof to her personally, and by making contents known. So answers James A. Snodgrass, Sheriff.

B B Bickett

105

Otis Rhodes Jan 7, 1921.

S. Matilda Myers, Executrix of the last will of Maria S. Myers, deceased

vs.

Nancy F. Mondereau, Executrix of the last will of Isaac Mondereau, deceased.

Issued Dec. 8, 1920.

Tax writ (Plff fd)	$ 2.00
Sheff Snodgrass	2.40
Geo. Greeley 12-29-23 fd	1.00

Summons in Assumpsit, Returnable to the first Monday of January, 1921 Plff demands jury trial. Myers 226 & 227.

Dec. 8, 1920. Affidavit that Plffs claim exceeds $300.00 filed.

Writ returned: Dec. 10, 1920, served the within writ on the within named Nancy F. Mondereau by handing a true and attested copy to her personally, and by making contents known.

So answers, James A. Snodgrass, Shff.

Leland J. Culbertson

106

Otto Kohler for Nancy F. Mondereau Executrix and for Mondereau heirs. Jan. 7, 1921.

Amelia Best, Assignee of F. W. Hanselman and Edith M. Hanselman

vs

Charles E. Rowe, mortgagor, and Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased, Nancy F. Mondereau, widow, Harvey Mondereau, Leroy Mondereau, Lorena Mondereau, Pearl Mondereau First, present owners and terre tenants.

Issued Dec. 8, 1920.

Tax & writ (Atty fd) #2.25
Rec. Miller .50
Sheff Snodgrass Prothonotary 12-29-23 pd 1.20 3.50 3.00

Scire Facias sur Mortgage recorded in Mortgage Book 89 page 489; Returnable to first Monday of January, 1921.

Dec. 8, 1920. Statement of demand and affidavit of title filed

Writ returned: Dec. 16th 1920. Served the within writ of Sci. Fa. Sur. mortgage upon Nancy F. Mondereau, deceased, Nancy F. Mondereau, Testamentary Guardian of Lorena Mondereau, a minor and Nancy F. Mondereau, upon the 10th, day of December, A. D. 1920. in the City of Meadville Pa., by handing to each of them personally, a true and attested copy thereof and informing them of the contents of same, upon Leroy Mondereau, by handing a true and attested copy thereof at his place of residence in the City of Meadville Pa., to an adult member of his family of which he resides upon the 10th day of December, A. D. 1920. upon Pearl Mondereau First and Harvey Mondereau, by handing each a true and attested copy thereof and by informing them of the contents of same, also went to the within described property and found in possession thereof H. A. Griffith, served by handing him personally a true and attested copy thereof and by informing him of the contents of same on the 11th day of December, A. D. 1920. that as required by law, I have added the names of Nancy F. Mondereau, testamentry Guardian of Lorena Mondereau, and H. A. Griffith terre tenant, in possession as parties defendant to this writ. As to Charles Rowe I return "nihil habet" this 11th day of Dec. 1920. So answers. James A. Snodgrass. Sheriff.

And now, Jan. 6, 1921. On motion of plffs. attys judgment is entered against Nancy F. Mondereau Executrix of Last Will of Isaac Mondereau deceased, Nancy F. Mondereau, widow, Harvey Mondereau, Leroy Mondereau, Pearl Mondereau First, Nancy F. Mondereau Test. Guardian of Lorena Mondereau. H. A. Griffith Present Owners & terre tenants in favor of said plaintiff for want of an appearance and affadavit of defence Same day judgment liquidated at the sum of #782.79. (See Rule Dec. 12 page 534)

M. p. 227 2 3 4 5 6 F. p. 129.

Debt 700.

Int. May 8, 1920 to Jan. 6th 1921 27.79 Lev. Fa to no.

Attys Com. 35. 35 Feb. Term 1921

With costs of suit etc. # 762.79 36

Judgment V. L. Greeley, Prothy.

Arthur L. Bates

107

O. Blare Kent

Rec'd Aug 1 - 1921 $1.25
cost of J. Mondereau estate
use of L. E. Berly
Aff'd on money paid by
Atty said Mondereau and
due by him on his estate.
Attest Bates
Atty for Leon E. Berly

Aug 15 1921 Rec'd of
Shff by atty Twenty five
& 60/100 Dollars Shff's
Poundage Costs
V. L. Greeley

Rec'd my Costs on Fi Fa
#47 & This Jas A Snodgrass Sheriff

Aug 29-1921 Rec'd
of Emily One & 60/100 Dollars
my Cost.
A. K. Palmer
Sheriff

Daniel Mondereau,
use of Leon E. Berly
vs.
Mrs. Lizzie White, alias
Elizabeth White
Issued Dec. 8, 1920.

	#
Pro. Greeley	2.00
Shff Snodgrass,	4.00
Pro. Greeley	2.25
Atty	3.00
Original Costs	11 Jurs
Isaac Mondereau, atty	8.25
Pro. Greeley	4.35
Shff. Roudebush	4.00
Shff. Palmer	1.60
J.A. Wygant, Sequestrator	18.20
Pro. Greeley on rule	1.75

Same day, Judgment liquidated at the sum of Two hundred and eighty-seven Dollars and fifty cents. Costs to be brought forward. (See Rule Doc. 12, page 535)

W. p. 164, Fi. p. 182.

Of No. 82 May Term, 1915.
Scire Facias to revive and continue the lien of the above judgment. Returnable to the first Monday of January next.

Writ returned: Dec. 11, 1920, served the within writ on the within named deft. Mrs. Lizzie White, alias Elizabeth White, now Mrs. Harry Hicks, she being one and the same person, by handing her a true and attested copy thereof, also by making contents known. So answers
James A. Snodgrass, Sheriff.

Dec. 31, 1920, O. Blare Kent, Esq., appears for Defts. (See paper filed)

And now, January 7, 1921, On motion of plaintiffs attorney, judgment is entered in favor of plaintiff and against defendant, for want of an affidavit of defense.

Debt 287.50
Int. from Jan. 7, 1921
Judgment
V. L. Greeley, Pro

Fi. Fa. to No. 47 Feb. Term, 1921

Our petition of deft:- And now, January 15, 1921, upon presentation of the foregoing petition, and after due consideration thereof, and on motion of O. Blare Kent pro petitioner, it is hereby ordered that the affidavit of defense be filed as of this date, and a rule is hereby granted upon the use plaintiff, Leon E. Berly to show cause why the judgment entered in this case on Jany 7, 1921, should not be stricken from the record and all proceedings upon the writ of Fi. Fa. issued thereon are hereby stayed until final determination of the said rule to show cause. Per Curiam.

Jan. 15, 1921. Affidavit of defense filed.

Now, Jan. 15, 1921, The rule this day granted in above stated case, is by agreement of counsel in open Court, hereby made absolute, and all proceedings under said judgment taken Jany 7, 1921, are hereby vacated and set aside. Per Curiam.
(See petition filed)

b. Victor Johnson
1080

Otis Kohler for
Nancy F. Mondereau
Executrix and for
Mondereau heirs.
Jan. 7, 1921.

Mrs. Mabel Walton
vs.
W. N. Brown, Mortgagor,
and Nancy F. Mondereau,
Executrix of the last
will and testament of
Isaac Mondereau,
deceased, Nancy F. Mon-
dereau, Harvey Mondereau,
Leroy Mondereau, Lorena
Mondereau, and Pearl
Mondereau First, terre tenants
Issued Dec. 8, 1920

Tax & writ (Atty paid)		2.25
Rec. Miller		.50
Shff. Snodgrass		12.10
Shff. Snodgrass on alias		1.60
Bros. Greeley 12-29-23 pd		4.50
Atty		3.00

Scire Facias sur Mortgage recorded in Mortgage Book V 86, page 528; Returnable to first Monday of January 1921.
Dec. 8, 1920 Affidavit of Bliss attorney as to title to land filed
Writ returned: December 10th A. D. 1920. Served the within writ of Sci. Fa. Sur Mortgage upon the within named defendants, as follows To wit: on Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased, Nancy F. Mondereau, testamentary Guardian of Lorena Mondereau, a minor, Nancy F. Mondereau, upon the 10th day of December A. D. 1920. In the city of Meadville, Pa., by handing to each a true and attested copy thereof and by making contents known, as to Leroy Mondereau, by handing a true and attested copy thereof to an adult member of his family where he resides in the City of Meadville, Pa., on the 10th day of December, A. D. 1920. as to Harvey Mondereau, and Pearl Mondereau First, by handing to each personally a true and attested copy thereof and by reading and making the contents known on the 11th day of December A. D. 1920., also by going to the within described property and found in possession thereof James Allen and A. M. Simons served the within writ by handing to each of them a true and attested copy thereof and by making the contents known on the 11th day of December, A. D. 1920. As required by law I have added the names of Nancy F. Mondereau, testamentary Guardian of Lorena Mondereau, a minor and James Allen, A. M. Simons as terre tenants, as to W. N. Brown I make return as "nihil habet. So answers James A. Snodgrass. Sheriff.

Jan. 15, 1921. Alias Sci. Fa. sur mortgage as to W. N. Brown, issued, returnable to 1st Monday of Feb. nett.

Alias writ returned. Feb. 7, 1921. Nihil habet as to the within named W. N. Brown. So answers James A. Snodgrass, Sheriff.

And now, February 7, 1921. On motion in open Court, judgment is granted in the above case against the defendants, Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, decd, Nancy F. Mondereau, Harvey Mondereau, Leroy Mondereau, Lorena Mondereau, Pearl Mondereau First, and Nancy F. Mondereau, testamentary Guardian of Lorena Mondereau, for want of an affidavit of defense, and against the defendants James Allen and A. M. Simons for want of an appearance and an affidavit of defense, and against the defendant W. N. Brown for want of an appearance and affidavit of defense, and for a return of Nihil (See R.D. 12, p. 538) judgment to be liquidated by the Prothonotary. Per Curiam. (See paper file)

March 2, 1921. Judgment liquidated at the sum of Two thousand three hundred sixteen Dollars and Forty-four cents.
(See Rule Doc. 12, p. 538)

Debt $2316.44
Interest from March 2, 1920
Judgment.
W. L. Greeley, Prothy.

Br. p. 167, M. pp. 226, 227, 228; Fi. p. 132; A. p. 100; Si. p. 113
Lev. Fac. to No. 10 May Term, 1921.

6. Victor Johnson

109

Otto Kohler for Nancy F. Mondereau Executrix and for Mondereau heirs. Jan. 7, 1921.

Ruth M. Walton, assignee of B. L. Walton Guardian of Ruth M Walton, who was assignee of A. J. Rushmore, administrator of W. D. Walton

vs.

Eugene Brenardo, Mortgagor and Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased, Nancy F. Mondereau, Harvey Mondereau, Leroy Mondereau, Lorena Mondereau and Pearl Mondereau First, Terre Tenants.

Issued Dec. 8, 1920.

Sci. Fa. sur Mortgage recorded in Mortgage Book Vol. 87, page 384. Returnable to the first Monday of January, 1921.

Dec. 8, 1920. Affidavit of Pltffs. Attorney as to title to land filed.

Writ returned: December 10th, 1920. Served the within writ of Sci. Fa. Sur Mortgage upon Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased, Nancy F. Mondereau, Testamentary Guardian of Lorena Mondereau, a minor and Nancy F. Mondereau upon the 10th day of December, A. D. 1920. in the City of Meadville, Pa., by handing to each of them personally, a true and attested copy thereof and informing them of the contents of same, upon Leroy Mondereau, by handing a true and attested copy thereof at his place of residence in the City of Meadville Pa., to an adult member of his family of which he resides upon the 10th day of December, A. D. 1920. Upon Pearl Mondereau First, and Harvey Mondereau by handing to each a true and attested copy thereof and by informing them of the contents of same, also went to the within described property and found in possession thereof, John Ross, Wm. Jefferson, and Gus Brown Property known as No. 1083, 1087, and 1122, West St., Meadville, Pa., Served by handing to each one personally a true and attested copy thereof and by informing each of the contents of same, on the 11th day of December, 1920. According to law I have added the names of Nancy F. Mondereau, Testamentary Guardian of Lorena Mondereau, a minor, and John Ross, Wm. Jefferson, and Gus Brown as terre tenants, in possession of the within property, as to Eugene Brenardo, Mortgagor I make return of "nihil habet" So Answers, James A. Snodgrass, Sheriff.

Jan. 15, 1921. Alias Sci. Fa. sur mortgage issued as to Eugene Brenards, issued, returnable to first Monday of Feb. next.

Alias writ retd. Feb. 7, 1921 Nihil habet as to within named Eugene Brenards. So answers James A. Snodgrass, Sheriff.

Costs Contd

Pro. Greeley 12-29-20	fp.	4.50
Atty		3.00
Shff. Snodgrass on alias		1.60
Rec. Miller		.50
Shff. Snodgrass		13.00

Docket No. 225

—Docket off margin—

And now February 7, 1921. On motion in open Court, judgment is granted in the above stated case against the defendants, Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased, Nancy F. Mondereau, Leroy Mondereau, Lorena Mondereau, Pearl Mondereau First, Nancy F. Mondereau, Testamentary guardian of Lorena Mondereau, for want of and affidavit of defense, and against John Ross, William Jefferson and Gus Brown for want of an appearance and an affidavit of defense. Judgment to be liquidated by the Prothonotary. Per Curiam. (See Papers filed)

March 2, 1921. Judgment liquidated at the sum of One thousand seven hundred thirty-nine 33/100 Dollars. (See Rule Doc. 12, p. 539)

Debt #1739.33

Int. from March 2/21.

Judgment

V. L. Greeley, Prothy

March 2, 1921. and against the defendant Eugene Brenardo, for want of an appearance and an affidavit of defense, on two returns of Nihil. (See R.D. 12, p. 539)

Br. p. 73; M. pp. 227, 228, 229; F. p. 132; R. p. 64; J. p. 86; Lev. Fac. to No. 11 May Term, 1921.

J. E. Bossard

110

Otto Kohler Jan. 7, 1921

Clarence B. DeVore, assignee and successor of the Miller and DeVore Lumber Company,

vs.

Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, dec'd.

Issued Dec. 8, 1920

		#
Tax & writ (Plff. pd)		2.00
Shff. Snodgrass		2.40
Pro. Greeley	12-29-23 paid	3.50
Atty		3.00

Summons in Assumpsit, Returnable to first Monday of Jany, 1921.

M. J. B. 226 & 227

Dec. 8, 1920. Affidavit that Plff's claim exceeds $300.00 filed.

Writ returned: Dec. 10, 1920, Served the within writ on the within named Nancy F. Mondereau by handing a true and attested copy to her personally, and by making contents known. So answers James A. Snodgrass, Shff.

March 10, 1922, Plaintiff's statement of claim filed. Service accepted by Defts. atty.

And now, September 22, 1922, upon praecipe of plaintiff's attorney, judgment is entered in the above case in favor of the plaintiff and against the defendant for want of an affidavit of defence, and plaintiff's damages are assessed at the sum of Three hundred eighty-six Dollars and seventy cents, with interest from Dec. 12, 1919. (See paper filed)

	#
Debt	386.70
Int. from Dec. 12, 1919	
Judgment.	

V. L. Greeley Prothy

M. J. B. 240 & 242.

J. E. Bossard

111

Otto Kohler Jan 7 1921

Clarence L. DeVore,
Guardian,
vs.
Nancy F. Mondereau,
Executrix of the last
will and testament
of Isaac Mondereau,
deceased.
Issued Dec. 8, 1920.

Tax Writ (Plff. pd) 2.00
Shff. Snodgrass 2.40
Pro. Greeley 12-29-23 paid 1.00

Summons in Assumpsit Returnable
to first Monday of January, 1921
M. fpp. 226 & 227

Writ returned: Dec. 10, 1920, served the
within writ on the within named
Nancy F. Mondereau, by handing a true
and attested copy thereof to her personally
and by making Contents known.
So answers James A. Snodgrass, Shff.

FEBRUARY TERM, 1921

J. E. Bossard
112

Otto Mohler Jan 7, 1921

Mary J. Shipman
vs
Nancy F. Mondereau,
Executrix of the last
will and testament
of Isaac Mondereau,
deceased.
Issued Dec. 8, 1920.

	#
Jay Twp (Plff. pd)	2.00
Shff. Snodgrass	2.40
Pro. Greeley 12-29-23 pd	3.50
Atty,	3.00

Summons in Assumpsit, Returnable to first Monday of January, 1921.
M. pp. 226 & 227.

Writ returned: Dec. 10, 1920, Served the within writ on the within named Nancy F. Mondereau, by handing a true and attested copy thereof to her personally and by making contents known.
So answers James A. Snodgrass, Shff.

March 10, 1922 Plffs statement of claim filed. Service accepted by Defts atty

And now, September 22, 1922, Upon praecipe of plaintiffs attorney, judgment is entered in above case in favor of the plaintiff and against the defendant, for want of an affidavit of defense, and plaintiffs damages are assessed at the sum of Forty-nine Dollars and Forty cents, with interest from Dec. 12, 1919 (See paper filed)

Debt # 49.40
Int. from Dec. 12, 1919
Judgment
V. L. Greeley, Prothy

M. pp. 240 & 242.

Alex Richmond 113 Otto Kohler	The City of Meadville vs. Isaac Mondereau, owner or reputed owner, and Nancy F. Mondereau, widow, and Nancy F. Mondereau, Executrix, and Harvey J. Mondereau, Leroy Mondereau, Pearl Mondereau, now First & Lorena Mondereau, Children, of said Isaac Mondereau, decd, present owners of land. Issued Dec. 9, 1920. # Jas Twist 2.25 Shff. Snodgrass --- Plff on lien 1.25	Of No. 41 February Term, 1915, C. L. Doc. Sci. Fa. sur Municipal Lien filed Jan. 20, 1915, and entered in City Lien Docket No. 7, page 287; Returnable Sec. Leg. Dec. 9, 1920. Affidavit of City Solicitor as to present ownership of land, filed. M. pp. 113, 226, 227. "And now Dec. 11, 1920, I, Otto Kohler, of Meadville, Pa., Attorney for the estate of Isaac Mondereau, deceased, and Nancy F. Mondereau, widow, Harvey J. Mondereau, LeRoy Mondereau, Pearl Mondereau First, and Lorena Mondereau of whom Nancy F. Mondereau is testamentary guardian, widow and children of said Isaac Mondereau, deceased, defendants named in the within Scire Facias sur Municipal Lien, accept service of said Scire Facias, with the same force and effect as if the same had been duly served by the Sheriff of the County of Crawford upon each of said defendants and by him so returned." Signed Otto Kohler Attorney for Defendants Nov. 10, 1955, This lien satisfied. (See papers filed.)

Leland J. Culbertson 114 Otto Kohler (Jan. 7, 1921)	Cecelia A. Cees, Administratrix of S. J. Cees, and Cecelia A. Cees, vs. Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased Issued Dec. 9, 1920. Jay Swick (Atty. fee) # 2.00 Shff. Snodgrass 2.40 Bro. Greeley, 12-27-20 fee 1.00	Summons in Assumpsit, Returnable to first Monday of January, 1921. Jury trial demanded M. Fifi. 226 427 Dec. 9, 1920. Affidavit that Cliffs claim exceeds $300 filed. Writ returned: Dec. 10, 1920, served the within writ on the within named Nancy F. Mondereau by handing a true and attested copy thereof to her personally and by making contents known. So answers James A. Snodgrass, Shff.

Leland J. Culbertson

115
Otto Kohler

Priscilla McCracken, Anna Brown, Myrta E. Mercill, Guardian, and Nancy F. Mondereau,
vs
Nancy F. Mondereau Executrix of the last will and testament of Isaac Mondereau, deceased.
Issued Dec. 9, 1920

Tax & writ (atty pd) # 2.00
Shff. Snodgrass ---
Bro. Greeley 12-29-23 paid 1.00

Summons in Assumpsit, Returnable to first Monday of January, 1921.
M. pp. 226 & 227.
And now, Dec. 9, 1920, Otto Kohler, Esq. appears for the defendant above named and waives the service of summons in the above stated action and accepts service of summons, to have the same force and effect as if the summons therein had been duly served by the Sheriff of the County of Crawford upon said defendant and by him so returned.
(See back of Summons.)

August Delp 116 Otto Kohler	✓ D. b. O'Neil vs. Nancy F. Mondereau Executrix of the will of Isaac Mondereau, deceased Entered Dec. 9, 1920. Tax Court (Pltff fd) # 2.00 Pro. Greeley 12-27-23 fd 3.50 Atty 3.00	Summons in Assumpsit, Returnable to the first Monday of January next M. Syp. 226 + 227 And now, Dec. 9, 1920, Otto Kohler, Esq. appears for the defts. above named, and waives the issuing and service of the summons in the above action, and accepts service of said action, to have the same force and effect as if the summons therein had been issued and delivered to the Sheriff of this county and by him duly and regularly served personally on the said defendant and so returned, and none other. (See praecipe) March 22, 1922, Plaintiffs statement of claim filed. Service accepted by Defts. atty And now, July 24, 1923, Upon praecipe of plaintiffs attorney, judgment is entered in favor of plaintiff and against defendant above named, for want of an affidavit of defense, and plaintiffs damages assessed at the sum of Nine hundred sixty-three and 25/100 Dollars. (See paper filed) Debt # 963.25 Int. from July 24, 1923 M. pages 240 + 242 Judgment V.L. Greeley, Prothy

J. D. Roberts
117

Otto Kohler Jan. 7, 1921.

J. B. Vincent
vs.
Nancy F. Mondereau
Executrix of the will
of Isaac Mondereau,
deceased
Issued Dec. 9, 1920.

	#
Tax & writ (Plff. fid)	2.00
Shff. Snodgrass	2.40
Pro. Greeley, 12-29-23 Jd	1.00

Summons in Assumpsit, Returnable to the first Monday of January next.
M. pp. 226 & 227.

Dec. 9, 1920. Affidavit that Plff's. claim exceeds $300.00 filed.

Writ returned: Dec. 10, 1920. served the within writ on the within named Nancy F. Mondereau, by handing a true and attested copy thereof to her personally, and by making contents known.
So answers James A. Snodgrass, Shff.

FEBRUARY TERM, 1921

Thomas & Thomas vs. Otto Kohler	Crawford County Trust Company, Trustee of Mary Wade, vs. Nancy F. Mondereau Executrix of the last will and testament of Isaac Mondereau, decd Entered Dec. 10, 1920 # Jay & writ (paid) 12-24-23 2.00 Pro Greeley suicipa 3.50 Atty. 3.00	Summons in Assumpsit, Returnable to first Monday of January, 1921. M. pp. 226 & 227. Dec. 10, 1920. Affidavit that plaintiffs claim exceeds $100.00 filed. And now, Dec. 10, 1920, Otto Kohler, Esq. appears for Deft. in the above stated case, and waives the issuing of a summons therein and accepts service thereof, with the same force and effect as if a summons had been regularly issued and duly and regularly served upon the Deft. by the Shff. of Crawford County. (See Praecipe) July 31, 1922, Statement of claim filed, and service accepted by Defts. attorney. And now, Aug. 11, 1922, Upon praecipe of plaintiffs attorney, judgment is entered in favor of plaintiff and against the defendant, for want of an affidavit of defense; and plaintiffs damages assessed at the sum of Seven hundred fifty-one Dollars and fifty-six cents (See paper filed) Debt # 751.56 Int. from Aug. 11, 1922 M. pages 240 & 242. Judgment V. L. Greeley, Prothy.

Thomas & Thomas

119

Otto Kohler

M. P. Jeffery, Admr c.t.a. d.b.n. of Charlotte J. Jeffery, deed,
vs.
Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deed.
Entered Dec. 10, 1920.

Tax & writ (Plff. pd) 1-2-29-11-23 # 2.00
Pro Greeley since pg 3.50
Atty 3.00

Summons in Assumpsit, Returnable to first Monday of January, 1921
M. pp. 226 & 227.

Dec. 10, 1920. Affidavit that Plffs. claim exceeds $100.00 filed

And now, Dec. 10, 1920. Otto Kohler, Esq. appears for Deft. in the above stated case and waives the issuing of a summons therein and accepts service thereof with the same force and effect as if a summons had been regularly issued, and duly and regularly served upon the deft. by the Sheriff of Crawford County. (See praecipe)

Dec. 23, 1920, Plaintiffs statement of claim filed.

And now, July 13, 1922, upon praecipe of plaintiffs attorney, judgment is entered in favor of the plaintiff and against the defendant, for want of an affidavit of defense, and plaintiffs damages assessed at the sum of One thousand four hundred six Dollars and thirty-three cents. (See paper filed)

Debt # 1406.33
Int. from July 12, 1922
Judgment
W. L. Greeley, Prothy.

M. pp. 240 & 242.

FEBRUARY TERM, 1921

J. Berry Eckels
120

Feb. 15, 1920. Recd from Libellant per atty, #16.50, being Shffs. & Pros. costs.
V.L. Greeley, Pro.

Feb 15-1921 Recd of Pro Greeley Nine dollars forty cents 9.40 my costs
Jas A. Snodgrass Sheriff

Dec 23, 1922 Recd from Respondent per Robert R. Werley, Esq, Atty, Frick Bldg, Pittsburgh, Pa #46.50, being the costs in this case also #1.00 for certified copy of decree
V.L. Greeley, Pro

Jan 2, 1923.
Recd $45.00 costs for Plff-
J. Berry Eckels
Atty for Plff-

Nellie Hony
vs.
Andrew C. Hony
Issued Dec. 10, 1920

Jay Quirk (Atty fid)	# 2.00
Shff. Snodgrass,	9.40
Roy S. Peters, Master-Fee	5.00
Pro. Greeley	7.10
Atty	3.00

Subpoena in Divorce
And now, Dec. 10, 1920 subpoena awarded, Returnable to first Monday of February 1921. (Signed) Thos. J. Brather, P.J.
Writ returned: Served the within subpoena in divorce on the respondent personally on the 8th day of Jan. 1921, by delivering to him a true and attested copy of the same and making known to him the contents thereof, as appears from affidavit as above. So ans Wm. S. Haddock, Sheriff of Allegheny County, Pa.
(See also return of Shff. Snodgrass)
And now, Feb. 10, 1921, Roy S. Peters, Esq. is appointed Master in this case
(See paper filed) By Hon. Thos. J. Brather, P.J.
Feby 15 1921 Testimony on part of Libellant and report of Master filed
On Argument List for Feb. Term, 1921, No. 34.

Now, March 12, 1921, After due consideration, a divorce is decreed as prayed at cost of respondent; and the custody of the children, William Wallace and Esther Winifred, is awarded to Libellant.
Per Curiam.

Decree:- And now, to-wit: March 12, A.D. 1921, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true it is by the Court ordered, adjudged and decreed That the said Nellie Hony be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Nellie Hony the Libellant, and the said Andrew C. Hony the respondent And that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage shall cease and determine: And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married. And it is further ordered that the custody of William Wallace Hony and Esther Winifred Hony, minor children of the parties, be and the same is hereby awarded to the said libellant, Nellie Hony.
(See papers filed)
Per Curiam.

Leland J. Culbertson

121

Otto Kohler Jan. 7, 1921

Crawford County Trust Company, Guardian of Katherine F. Flannigan
vs.
Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased, & Daniel Mondereau.
Issued Dec. 10, 1920.

	#
Tax twrit (atty pd)	2.00
Shff. Snodgrass	7.00
Bro. Greeley 12-29-20 pd	1.00

Summons in Assumpsit, Returnable to first Monday of January, 1921.
M. pp. 226 & 227.
Dec. 10, 1920. Affidavit that Plffs. claim exceeds $300.00 filed.
Writ returned: And now, Dec. 17, 1920, Served the within writ upon the within named, Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased, by handing her personally a true and attested copy thereof. As to the within named Daniel Mondereau by handing him personally, a true and attested copy thereof on the 21st day of December, A.D. 1920, and informing each of the contents thereof.
So answers, James A. Snodgrass, Shff.

FEBRUARY TERM, 1921

J. Berry Eckels
122

Otis Kohler Jan. 7, 1921.

Mary L. Smock
vs.
Nancy F. Mondereau,
Executrix of the last
will and testament of
Isaac Mondereau, dec'd
Issued Dec. 10, 1920.

Tax & writ (atty pd)	#	2.00
Shff. Snodgrass		2.50
Prd. Greeley	12-29-23 pd	1.00

Summons in Assumpsit, Returnable to first Monday of January, 1921.

Dec. 10, 1920. Affidavit that Plff's. claim exceeds $300.00, filed

Writ returned: And now, Dec. 11, 1920, served the within writ on the within named Nancy F. Mondereau, by handing her a true and attested copy thereof and by making contents known. So answers

James A. Snodgrass, Sheriff.

Donald B. Thompson
for Melanie Naudy.
Leland J. Culbertson
for Hattie Jones, Admix
123

Otto Kohler Jan. 7, 1921

Melanie Naudy, and Hattie Jones, Administratrix of the estate of Sarah A. Jones, deceased,
vs.
Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased; Harvey J. Mondereau, Leroy Mondereau, Pearl Mondereau First, and Lorena Mondereau, and Nancy F. Mondereau, widow.

Issued Dec. 10, 1920

		$
Jay & writ (paid)		2.50
Shff. Snodgrass		13.80
Pro. Greeley	12-29-23 pd	3.50
Atty		3.00

Ejectment for all that certain piece or parcel of land situate in Randolph Twp., bounded on the north by land of F. B. M. Rickard; on the east by land of Lizzie Mattison, Angie Post, Ashgie Rickard, Charley Foulk, and Edward Courtney; on the south by lands of Curtis Snook; and on the west by land of Freeman Smith, Clyde Childs and Fred Kelley; containing 138 acres, be the same more or less.

Returnable to first Monday of Jany 1921

Plaintiff demands a jury trial.

Dec. 10, 1920 Plaintiffs affidavit declaration and abstract of title filed.

Writ returned: The Sheriff makes affidavit of service as follows:— "That he served the writ of ejectment issued in the above stated case personally on 11th day of December, A.D. 1920, in the following manner, to wit: Served the within Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased, Nancy F. Mondereau, widow, and Nancy F. Mondereau, testamentary guardian of Lorena Mondereau, by handing her three true and attested copies thereof and by making contents known. As to the defendant Leroy Mondereau,—by handing a true and attested copy thereof to an adult member of his family at his dwelling house to wit, his mother. As to the within named Harvey Mondereau, and Pearl Mondereau First,- by handing to each a true and attested copy thereof and by making contents known. By going to the within property I found G. B. Rubright in possession. I then added his name to this writ, and summoned him to appear as therein commanded, by handing a true and attested copy thereof and by making the contents known.

So Answered. James A. Snodgrass, Sheriff

failure to file an abstract of the title or facts upon which they rely.
See Rule Docket 12, page 552

Judgment.
V. L. Greeley, Pro
pages 227-226-229-228
page 132; R. page 133.

July 27, 1922. Hab. Fac. Poss. with Clause of Fi. Fa for Costs, to No. 76 Sept. Term, 1922

And now, Aug. 1, 1921, comes Donald B. Thompson of counsel for the plaintiffs in this action, and suggests the death of Melanie Naudey which occurred June 27, 1921, and that letters testamentary were duly issued to Claude Poly, the executor named in the will of said decedent on July 1, 1921, and same day the record amended accordingly. Per Curiam (See paper filed)

And now, Aug. 12, 1921, Pepps, by Atty's enter a rule on the defts to file an affidavit of defence and abstract of title within twenty days from the date hereof, or judgment sec. reg. (See Rule Doc. 12, page 550)

Same day, Proof of service of rule on Defts. Atty filed

And now, September 2, 1921, come the plaintiffs in the above stated case by their attorneys and enter judgment in favor of the plaintiffs and against the defendants, and George B. Rubright terre tenant, for the land described in the praecipe and writ, by default for failure to traverse the title and facts contained in plaintiffs abstract of title and for

—Bond on margin of this page—

FEBRUARY TERM, 1921

J. D. Roberts
124

Ott Mohler Jan. 7, 1921

T. J. Peterson
vs.
Nancy F. Mondereau, Executrix of the last will of Isaac Mondereau, deceased, Nancy F. Mondereau, individually, Nancy F. Mondereau, Harvey Mondereau, Leroy Mondereau, Pearl Mondereau First, and Nancy F. Mondereau, Guardian of Lorena Mondereau, heirs and devisees of Isaac Mondereau, deceased.
Issued Dec. 11, 1920.

Tax Writ (paid)	$ 2.00
Shff. Snodgrass, 12-29-23	7.00
Pro. Greeley paid	1.00

Summons in Assumpsit, Returnable to the First Monday of January next.
M. pp. 226-227

Dec. 11, 1920. Affidavit that Pltffs. claim exceeds $300.00 filed.

Writ Returned: And now, Dec. 11, 1920, served the within writ on the within named Nancy F. Mondereau, Executrix, Nancy F. Mondereau Testamentary Guardian of Lorena Mondereau, and Nancy F. Mondereau, by handing her a true and attested copy thereof for each and by making contents known. As to the defendant Leroy Mondereau,- by handing to an adult member of his family at his residence, a true and attested copy thereof. As to Harvey Mondereau and Pearl Mondereau First,- by handing personally to each a true and attested copy thereof and by making contents known. So answers James A. Snodgrass, Sheriff.

Wesley B. Best
125

Stockholder Jan. 7, 1921

Joseph Santanello
vs.
Nancy F. Mondereau
Executrix of the last will and testament of
Isaac Mondereau,
deceased.
Issued, Dec. 11, 1920

Tax writ (Pltff's)	2.00
Shff Snodgrass	2.50
Bro. Greeley, 12-29-23	1.00

Summons in Assumpsit, Returnable to First Monday of January, next
Trial by jury demanded. M. pp. 226-227.
Dec. 15, 1920. Affidavit that Pltff's claim exceeds $300.00 filed.
Writ returned: And now, December 15, 1920, Served the within writ on the within named Nancy F. Mondereau, by handing her a true and attested copy thereof and by making contents known.
So answers James A. Snodgrass, Sheriff.

FEBRUARY TERM, 1921

Thomas & Thomas 126	Amelia R. Krouch vs. Major H. Williams and Mary L. Williams Entered Dec. 11, 1920 Jas. & Pro. Greeley (1st see Entry) # 3.00 Atty 3.00	Amicable Action in Ejectment for lot at northeast corner of Linden and South Main Street in the Third Ward of the City of Meadville, with a two-story tiling house thereon. Dec. 11, 1920. Copy of agreement, assignment of breaches of same and confession of judgment filed. And now, December 11, 1920 Thomas & Thomas "appear for the defendants, and by virtue of the warrant of attorney contained in agreement, confess judgment against the defendants for the demised premises, mentioned and described, to wit: All that certain piece of land with a two story tiling house situated thereon, located on the northeast corner of South Main Street and Linden Street, lot having a frontage on South Main Street of feet and a frontage on Linden Street of feet, and being the same premises now occupied by said defendants under the said plaintiff by virtue of said agreement; upon which judgment a writ of habere facias possessionem may issue." (See paper filed) W. 234-234 Judgment J. & J. Greeley, Prothys. Hab. Fac. Poss. to No. 12 Feb. Term, 1921

August Delp 127 Otto Kohler	John Eady vs. Nancy F. Mondereau Executrix of the will of Isaac Mondereau, deceased. Entered Dec. 11, 1920 Tax & writ (paid) 2.00 Pro. Greeley 12-29-23 fa 1.00	Summons in Assumpsit, Returnable to first Monday of January next M. Pp. 226-227. And now, Dec. 11, 1920 Otto Kohler, Esq. appears for deft. and waives the issuing and service of the summons in the above action and accepts service of said action, with the same force and effect as if the summons therein had been issued and delivered to the Sheriff and by him duly served personally on the defendant, and so returned and none other. (See praecipe)

FEBRUARY TERM, 1921

August Delp 128 Otto Kohler	✓ Lena Wolfe vs Nancy F. Mondereau, Executrix of the will of Isaac Mondereau, deceased Entered Dec. 11, 1920 Tax writ (paid) # 2.00 Pro. Speeley 12-29-20 1.00	Summons in Assumpsit, Returnable to the first Monday of January next. M. pp. 226-227. And now, Dec. 11, 1920, Otto Kohler, Esq. appears for Deft and waived the issuing and service of the Summons in the above action, and accepts service of said action to have the same force and effect as if the summons therein had been issued and delivered to the Sheriff of this county and by him duly served personally served personally on the defendant and so returned and none other. (See praecipe)

August Delp 129 Otto Kohler	✓ Daniel Mondereau, Guardian, vs Nancy J. Mondereau, Executrix of the will of Isaac Mondereau deceased. Entered Dec. 11, 1920. Tax & writ (paid) 2.00 Pro. Greeley 12-29-20 pd 1.00	Summons in Assumpsit; Returnable to first Monday of January next. M. Fp. 226 & 227. And now, Dec. 11, 1920, Otto Kohler, Esq. of Meadville, Pa., appears for Deft. and waives the issuing and service of the summons and accepts service of the above action, with the same force and effect as if the summons therein had been issued and delivered to the Sheriff of this county and by him duly served personally on the defendant and so returned, and none other. (See praecipe)

FEBRUARY TERM, 1921

August Delp 130 Otto Kohler	Mike Fucci vs. Nancy F. Mondereau, Executrix of the will of Isaac Mondereau, deceased Entered Dec. 11, 1920 Tax & writ (paid) # 2.00 Pro. Greeley 12-29-23 pd 1.00	Summons in Assumpsit; Returnable to first Monday of January next M. pp. 226-227. And now, Dec. 11, 1920, Otto Kohler, Esq. appears for Deft. and waives the issuing and service of the summons, and accepts service of the above action, to have the same force and effect as if the summons therein had been issued and delivered to the Sheriff of this county and by him duly served personally on the Deft and so returned, and none other. (See praecipe)

J. D. Roberts
131

J. B. Vincent
vs.
W. B Bell
Entered Dec. 11, 1920

Pro. Greeley (Deft. paid) 2.25
Atty (paid by Deft.) 3.00

Of No. 208 November Term, 1915.
Amicable Scire Facias sur Judgment.

It is agreed That the Prothonotary of said Court enter an amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued served personally on the defendant by the Sheriff of said county and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the deft. with all the waivers and conditions contained in the original judgment-note, for the sum of Eleven hundred thirty-five and 44/100 Dollars, being the amount of debt, interest and costs now due on the original judgment.

Dated, Dec. 11, 1920.

Debt # 1135.44
Int. from Dec. 11, 1920
Judgment.
V. L. Greeley, Prothy.

Be. page 102

Nov 28 1923 Release of lien granted by plff on two pieces of land in East Fairfield Twp for boundaries (See paper files)

A M Sci Fa no 44 Feby Term 1926

FEBRUARY TERM, 1921

Curtis L. Webb J. E. Bossard 132 Otto Kohler	David S. Kidd and Lillian Kidd, his wife, vs Nancy J. Mondereau Executrix of the last will and testament of Isaac Mondereau, decd. Entered Dec. 11, 1920 Tax on writ (Plff. paid) $ 2.00 Pro. Speeley 12-29-23 " 1.00	Summons in Assumpsit, Returnable to the first Monday of January, 1921 March 27 Dec. 11, 1920 Affidavit that Plff's claim exceeds $300.00 filed. And now, Dec. 11, 1920, Otto Kohler, Esq. appears for the defendant, and waives the issuing and service of the summons in the above action, and accepts service of the said action, to have the same force and effect as if the summons therein had been issued and regularly served by the Sheriff personally on the defendant and so returned by him. (See praecipe)

J. E. Bossard 1333 Otto Kohler	Frank B. Hotchkiss vs. Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased. Entered Dec. 11, 1920. # Tax & writ (Plff. Pd) 2.00 Bro. Greeley 12-29-23 $2.00 1.00	Summons in Assumpsit, Returnable to the first Monday of January, 1921. M. pp. 226-227. Dec. 11, 1920. Affidavit that Plffs. claim exceeds $300.00 filed And now, Dec. 11, 1920, Otto Kohler, Esq. appears for Deft., and waives the issuing and service of the summons in the above action, and accepts service of the said action, to have the same force and effect as if the summons therein had been issued and regularly served by the Sheriff personally on the deft., and so returned by him (See praecipe)

Geo. F. Davenport 134 Jan. 7, 1921.	Gertrude Merchant, Executrix of last will of A. J. Merchant, dec'd. vs. Nancy F. Mondereau, Executrix of last will of Isaac Mondereau, deceased. 2.00 Issued Dec. 11, 1920. Tax & writ (Atty paid) 2.00 Shff. Snodgrass 2.50 Pro. Greeley 12-29-23 pd 1.00	Summons in Assumpsit; Returnable to first Monday of January next M. pages 227-226. Writ returned: And now, December 14, 1920, Served the within writ on the within named defendant, Nancy F. Mondereau, by handing her personally, a true and attested copy thereof and by making contents known So answers, James A. Snodgrass, Sheriff.

135

In the Matter of the Selection of Persons to be Jurors for the Year 1921. Entered Dec 11, 1920.

Bro. Greeley 2.00

Order of Court.

Now, December 6, 1920. it is ordered that when the President Judge and Jury Commissioners meet at the Court House in the City of Meadville for the purpose of filling the jury-wheel for the ensuing year, they shall select from the qualified electors of said county, and put in said jury wheel in the manner provided by law, the names of Seven Hundred intelligent and judicious persons to serve as jurors in the several courts of said county, there to remain until duly drawn for service according to law.

Per Curiam.

(Signed) Thos. J. Prather, P. J.

(See paper filed)

Dec. 11, 1920 Order issued to Jury Commissioners.

January 3 1921 Oath of Jury Commissioners and Sheriff, prescribed by act of Assembly taken by them and filed.

Jan 19 1921 Names of persons selected for Jurors for year 1921 filed by Jury Commissioners.

A. M. Fenner

136

Mrs. Marriett Stratton
now use of
Nancy A. Shellito
vs.
M. A. Terry
Entered Dec. 13, 1920

Pro. Greeley (Pff. pd) # 2.25
Atty 3.00

Of No. 36 February Term, 1916
Amicable Scire Facias on Judgment

It is agreed That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the Deft by the Sheriff of said County, and duly so returned; and that a judgment be entered thereon in favor of the Pff and against the Deft., with all the waivers and conditions contained in the original judgment note, for the sum of Three Hundred and ten Dollars being the amount of debt, interest and costs now due on the original judgment

Dated, Dec. 11, 1920

Debt # 310.00
Int. from Dec. 11, 1920.
Judgment.
V. L. Greeley, Pro.

T. p. 92.

Oct. 4. 1922. For value received I Hereby sell and assign this judgment debt, interest and costs to Maud V. Lisk of Linesville, Pa. her heirs and assigns.

A. M. Fenner Executor
of Nancy A. Shellito, dec'd

Jan 14 1926 The above judgment satisfied of record. See paper

B. B. Bickett

137

Chas Kohler Jan. 7, 1921.

D. D. Goshorn
Guardian of
Frank M. Bailey
vs.
Nancy F. Mondereau
Executrix of the last
will of Isaac Mondereau
deceased.
Issued Dec. 13, 1920

Tax & writ (Atty fid) $ 2.00
Shff. Snodgrass 2.50
Pro. Greeley 12-29-23 pd 1.00

Summons in Assumpsit, Returnable to first Monday of January next. Pltff's claim $
Dec. 13, 1920 Affidavit that Pltff's claim exceeds $300.00 filed.
Same day, Pltff demands jury trial.
Writ returned: And now, December 14, 1920, Served the within writ on the within named defendant, Nancy F. Mondereau, by handing her, personally a true and attested copy thereof and by making contents known
So answers James A. Snodgrass, Sheriff

FEBRUARY TERM, 1921

Leland J. Culbertson 138 Otto Kohler Jan. 7, 1921	Findley & Irwin, and Cecelia A. Rees, Administrator of Stephen J. Rees, and Cecelia A. Reed vs. Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased. Issued Dec. 13, 1920 Jas. writ (atty fid) $ 2.00 Shff. Snodgrass 2.50 Geo. Greeley 12-29-20 paid 1.00	Summons in Assumpsit, Returnable to first Monday of January next. M. pp. 226-227. Dec. 13, 1920. Affidavit that Plffs. claim exceeds $300.00 filed. Writ returned. And now, December 14, 1920. Served the within writ on the within named defendant, Nancy F. Mondereau, by handing her personally a true and attested copy thereof and by making contents known. So answers James A. Snodgrass, Sheriff.

Arthur L. Bates 139 Otto Kohler	Jonathan Phillips vs. Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased Entered Dec 13, 1920. $ Tax & writ (Atty pd) 2.00 Geo. Greeley, 12-29-20 pd 1.00	Summons in Assumpsit, Returnable to first Monday of January, 1921. M. 192 226-227 Dec 13, 1920 Affidavit that Plffs. claim exceeds $100.00 filed And now, Dec 13, 1920 Otto Kohler, Esq appears for the deft. in the above case, and waives the issuing of a summons therein and accepts service thereof, with the same force and effect as if a summons had been regularly issued and duly and regularly served upon the deft by the Sheriff of Crawford County. (See praecipe)

FEBRUARY TERM, 1921

August Delp 140 Otto Kohler	Daniel Mondereau, Committee, vs Nancy F. Mondereau Executrix of the last will of Isaac Mondereau, deceased Entered Dec 13, 1920 Taxwork Pffs. Atty pd 12-27-20 2.00 Pro. Speeley fee 1.00	Summons in Assumpsit, Returnable to the first Monday of January next. M. Pp. 226 & 227 And now Dec. 13, 1920 Otto Kohler, Esq. appears for Deft and waives the issuing and service of the summons in the above action and accepts service of said action, to have the same force and effect as if the summons therein had been issued and delivered to the Sheriff of this County and by him duly and regularly served personally on the defendant and so returned, and none other. (See praecipe)

B.B. Pickett

141

Otto Kohler Jan. 7/21.

Arthur W. Bollom,
Administrator de bonis non, cum testamento annexo, of the estate of D.L. Bollom
vs
Nancy J. Mondereau,
Executrix of the last will of Isaac Mondereau, deceased.
Issued Dec. 13, 1920.

	#
Jas Twist (Atty fid)	2.00
Shff Snodgrass	2.50
Geo. Greuley, 12-29-20 Fa	1.00

Summons in Assumpsit, Returnable to first Monday of January, 1921.
Jury trial demanded. M. pp. 21 67 227
Dec. 13, 1920. Affidavit that Plffs. claim exceeds $300.00 filed.
Writ returned: And now, December 14, 1920, Served the within writ on the within named defendant, Nancy J. Mondereau, by handing her personally a true and attested copy thereof, and by making contents known. So answers,
James A. Snodgrass, Sheriff.

FEBRUARY TERM, 1921

J. E. Bossard Otto Kohler	✓ Ellen S. Keating vs. Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, dec'd Entered Dec. 13, 1920 Tax & writ (atty pd) 2.00 Pro. Speeley (12-29-23 pd) 1.00	Summons in Assumpsit, Returnable to the first Monday of January, 1921. M. pp. 226 & 227 And now, December 13, 1920, Otto Kohler, Esq., appears for the defendant abovenamed, and waives the issuing and service of the summons in the above action, and accepts service of said action, to have the same force and effect as if the summons therein had been regularly issued and served personally on the defendant by the Sheriff of this county, and so returned by him. (See praecipe)

August Delp

143

In the Matter of the Incorporation of the Italian American Citizenship Club of Meadville, Penna.
Entered Dec 14, 1920
#
Pro. Greeley (pd Jan 8, 1921) 3.00

Dec. 14, 1920 Certificate for incorporation filed.

Jan 3, 1921. Proof of Publication filed. Decree. And now, January 3, 1921 certificate of incorporation in the above entitled cause having remained on file in the office of the Prothonotary of this Court since the 14th day of December 1920 and publication of of notice of intended application having been made on Dec 16, 23 and 30 subsequent to the date of said filing, and due proof of said publication having been made and said proof duly filed, I do hereby certify that I have examined said instrument and find the same to be in proper form, and within the purposes named in the first class of corporations provided in section 2, of Act of Assembly of April 29, 1874 and that the said purposes are lawful and not injurious to the community. It is therefore ordered and decreed that the said charter be and the same is hereby approved, and upon the recording of the same and its endorsements and this order in the office of the Recorder of Deeds in and for the County of Crawford, the subscribers thereto and their associates shall thenceforth be a corporation for the purposes and upon the terms and under the name therein stated and in their petition set forth as to liquors.
(See paper filed)

Per Curiam.

144

New First National Bank of Meadville, Pa
vs
W. J. Pees.
Entered Dec. 16, 1920

Pro. Greeley (fd by Deft) # 225

Original Costs:
Tax Centry, use of Plff 1.25
Atty Bates 3.00

Of No. 230 February Term, 1915.
Amicable Scire Facial sur Judgment.

It is agreed That the Prothonotary of said Court enter an amicable Scire Facial upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said county and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Thirteen hundred twelve and 50/100, being the amount of debt now due on the original judgment with interest from Sept. 30, 1920, and costs.
Dated Dec. 16, 1920.

Debt # 1312.50
Int. from Sept. 30, 1920
Judgment
V. L. Greeley, Prothy

Page 74.

Meadville, Pa. April 27, 1921. For value received we hereby postpone the lien and operation of this judgment on the one hundred and seventy five acres situated in Richmond Township, Crawford County, Pennsylvania owned and, by W. J. Pees subject to the lien and operation of a certain mortgage given by W. J. Pees and wife to the Federal Land Bank of Baltimore, Md., dated April 4, 1921 for the sum of $5700.00 and recorded in mortgage book No. page and in case of sale or foreclosure, said mortgage is to have priority in the distribution of said sale.

New First National Bank
A. Brunner Asst Cashier

Albert L Thomas
145
Watson and Freeman
Atty Astorg 12-27-20 vs.

March 11 1922 Rec'd of Pff by atty Thirty three and 0/100 Dollars costs in this case.
W. L. Greeley Pro

March 13 1922. Received of Greeley Prothy. Sixteen and 72/100 Dollars. Defts bill of costs filed 4-1921.
Atty for Pff'k.

March 13-22
Rec'd of Pro Greeley nine dollars ten cts in costs
Jas A. Snodgrass

James B. McKinney
vs.
George E. Nagel
Issued Dec. 17, 1920

	#
Tax & writ (paid)	2.00
Pff's Snodgrass	9.10
Pro. Greeley	7.25
Defts. Bill of Costs, Oct/21,	16.72
atty	3 00

Summons in Assumpsit, Returnable to the first Monday of January next.
Plaintiff demands a jury trial.
Dec. 17, 1920 Affidavit that Pff's claim exceeds $300.00, filed.
Dec. 27, 1920, By leave of Hon. Thomas J. Brather, P. J., plaintiff withdraws his demand for a jury trial.
Writ returned: December 20, 1920; Served the within writ on the within named defendant, George E. Nagel, by handing him personally a true and attested copy thereof and informing him of the contents of the same, in the City of Titusville Pa.
So answers, James A. Snodgrass Sheff.
February 18, 1921, Plaintiff's statement of demand filed.
On Trial List for 1st and Monday of March 1921, No. 9.
March 7, 1921. Continued by consent.
April 16, 1921. Affidavit of defense ~~and counter claim~~ filed.
On Arg. List for May Term, 1921. No. 11.
Now, July 5, 1921, upon the plaintiff filing his motion to discontinue his bill in equity and the payment of all costs incurred in said proceeding in equity, then defendants plea of a former action pending will be marked dismissed and overruled. Per Curiam.
(See opinion of court filed)
And now, July 14, 1921, the order filed July 5, 1921, in the above stated case, is stricken off, and the following order is hereby entered as of July 5, 1921: Plaintiffs bill at No. 1 November Term, 1919, in the Court of Common Pleas of Crawford County sitting in Equity, having been dismissed and a final order and decree having been entered, defendants plea of a former action pending is discharged and overruled. Per Curiam. (See paper filed)
On Trial List for 1st and Monday of Oct. 1921, No. 12.
Oct. 10, 1921, Case continued upon application of plaintiff and at his costs. Per Curiam
On Trial List for 1st Monday of March, 1922, No. 15.

Albert L. Thomas
#6
Watson & Freeman
Otto Astolz 12-27-20 VS.

Mch 11 1922 Rec'd of Peff by atty Thirty five and 36/100 Dollars costs in above case
V. C. Greeley Pro

March 13th 1922. Received of U. L. Greeley Pro Thirty Nineteen Dollars Defts bill of costs as filed Oct 1921.
Otto Astolz atty for Deff.

Mch 13-22
Rec'd of Pro Greeley nine Dollars ten cts in my costs
Jas A. Snodgrass

James L. McKinney
vs.
D. H. Thomas
Issued Dec. 17, 1920

	#
Jay Twist (paid)	2.00
Sheff Snodgrass	9.10
Pro. Greeley	7.25
Defts. Bill of Costs, Oct/s,	19.00
atty	3.00

Summons in Assumpsit, Returnable to the first Monday of January next. Plaintiff demands a jury trial.

Dec. 17, 1920, Affidavit that Plff's claim exceeds $300.00 filed

Dec. 29, 1920, By leave of Hon. Thomas J. Grather P. J., plaintiff withdraws his demand for a jury trial. (See papers filed) Writ returned, Dec. 20, 1920; Served the within writ on the within named defendant D. H. Thomas, by handing him personally a true and attested copy thereof and by informing him of the contents, in the City of Titusville, Pa. So answers James A. Snodgrass

Feb. 1st, 1921 Plaintiff's statement of claim filed.

On Trial List for 1st & 2d Monday of Mch 1921, No. 10

March 7, 1921, Continued by consent.

April 16, 1921. Affidavit of defense and counter claim filed.

May 9, 1921, Plaintiff's affidavit of defense to defendant's counter statement of claim filed.

On Argument List for May Term, 1921, No. 12.

Now, July 5, 1921 Upon plaintiff filing his motion to discontinue his bill in equity upon payment of all costs incurred in said proceeding in equity, then defendant's plea of a former action pending will be marked dismissed and overruled. Per Curiam.

(See opinion of Court filed)

And now, July 14, 1921, the order filed July 5, 1921, in the above stated case is stricken off, and the following order is hereby entered as of July 5, 1921. Plaintiff's bill at No. 2, Nov. term, 1919, in the Court of Common Pleas of Crawford County sitting in equity, having been dismissed and a final order and decree having been so entered, defendant's plea of a former action pending is discharged and overruled.

(See paper filed) Per Curiam.

On Trial List for 1st & 2d Mondays of Oct. 1921, No. 11.

Oct. 10, 1921, Continued upon application of plaintiff, and at his costs. Per Curiam.

On Trial List for 1st Monday of March, 1922, No. 14.

D. Victor Johnson
1/47

Otto Hobbs for Nancy F. Mondereau Executrix and for Mondereau Heirs. Jan. 7, 1921.

July 6th 1921 Rec. 7 Pff by Land 7 J. A Snodgrass, Sheff. Mention Ed 5th W. Wolfarth Atty. Comm this Judgmd C. Victor Johnson Atty for Pff

J. F. Walton
vs.
Leslie D. Southworth, mortgagor, and Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased, Nancy F. Mondereau, Harvey Mondereau, Leroy Mondereau, Lorena Mondereau and Pearl Mondereau First, present owners and terre tenants.
Issued Dec. 17, 1920.

Tax & writ (pd by Atty)	#	2.25
Rec. Miller		.50
Sheff. Snodgrass,		14.80
Prothy Greeley 12-23-1921		4.50
Atty		3.00

Sci. Facias sur Mortgage recorded in Mortgage Book Volume 95, page 60; Returnable to the first Monday of January, 1921.
Dec. 17, 1920. Affidavit as to title to land filed.
Writ returned, December 18th 1920; Served the within writ of Sci. Fa. Sur. Mortgage upon the within named defendant Pearl Mondereau First, by handing her a true and attested copy and making contents known at her residence in the Borough of Cambridge Springs Pa; upon the 20th of December 1920 in the City of Meadville served a true and attested copy upon Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased Nancy F. Mondereau, Testamentary Guardian of Lorena Mondereau, a minor and Nancy F. Mondereau, by reading and making the contents known as to Harvey Mondereau, by handing him a true and attested copy thereof and by making the contents known, as to Leroy Mondereau, by handing a true and attested copy thereof to an adult member of his family at his dwelling house in the city of Meadville, Pa,.
By going to the within described property found in possession thereof Albert Neeld, served a true and attested copy thereof by handing to an adult member of his family and by making the contents known as to Leslie D. Southworth, by handing a true and attested copy thereof and by making contents known, according to law have added the names of Nancy F. Mondereau, Testamentary Guardian of Lorena Mondereau, and Albert Neeld terre-tenant. So answers, James A. Snodgrass, Sheriff.
And now, February 7, 1921, On motion in open Court, judgment is granted in the above stated case against the defendants, Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased, Nancy F. Mondereau, Harvey Mondereau, Leroy Mondereau, Lorena Mondereau, Pearl Mondereau First, and Nancy F. Mondreau, testamentary guardian of Lorena Mondereau, for want of an affidavit of defense, and against the defendants Leslie D. Southworth and Albert Neeld, for want of an appearance and for want of an affidavit of defense. Judgment to be liquidated by the Prothonotary. Per Curiam (See paper filed)
March 2, 1921. Judgment liquidated at the sum of Four hundred and five Dollars and Seventy-two cents.
(See Rule Doc. 12, p. 538)

Debt # 405.72
Int. from March 2, 1921.
Judgment
V. L. Greeley, Prothy.

So. p. 192; M. pp. 226-227-228; F. p. 132; N. p. 316.
Lev. Fac. to No. 33 May Term, 1921.

Leland J. Culbertson

148

Otto Kohler for
Nancy F. Mondereau
Executrix and for
Mondereau Heirs.
Jan. 7, 1921.

Friedericka Berg, use of Mathilda Blase, use of Minnie B. F. Linninger, now use of Phoebe Finney and Mary Fox

vs

Hattie E. Dumars and David W. Dumars, mortgagors, and Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased, Nancy F. Mondereau, widow, Harvey Mondereau, Leroy Mondereau, Pearl Mondereau First, and Lorena Mondereau, real owners and terre tenants.

Issued December 17, 1920.

	#
Jas. writ (Atty paid)	2.25
Rec. Miller	.50
Shff. Snodgrass	11.90
12-29-23	
Pro Treuley pd	4.50

Scire Facias sur Mortgage recorded in Mortgage Book Volume 64 page 64, Returnable to the first Monday of January next.

Dec. 19, 1920. Statement of claim and affidavit as to title to land filed.

Writ returned: Dec. 18, 1920. Served the within writ on the within named Pearl Mondereau First, by handing her a true and attested copy thereof and by making the contents known at her residence at Cambridge Springs Pa., upon the 20th day of December, 1920 in the City of Meadville Pa., served Nancy F. Mondereau, executrix of the last will and testament of Isaac Mondereau, deceased, Nancy F. Mondereau, Testamentary Guardian of Lorena Mondereau, Nancy F. Mondereau, widow, Harvey Mondereau, by handing to each a true and attested copy thereof and by making the contents known, as to Leroy Mondereau, by handing to an adult member of his family a true and attested copy thereof at his dwelling house. By going to the within property found in possession thereof A. D. Ackert and Anna Houton served by handing to each a true and attested copy thereof and by making known the contents, as to Hattie E. Dumars and David W. Dumars I make return of "nihil habent".

According to law I have added the names of Nancy F. Mondereau, Testamentary Guardian of Lorena Mondereau, a minor and A. D. Ackert, Anna Houton as terre tenants.

So answers,

James A. Snodgrass
Sheriff.

Now. Jan. 6, 1921. The plaintiffs by their attorney Leland J. Culbertson move for judgment against Nancy F. Mondereau, Executrix of the last will & Test. of Isaac Mondereau, dec'd, Nancy F. Mondereau, Harvey Mondereau, Leroy Mondereau, Lorena Mondereau and Pearl Mondereau First, present owners & terre tenants in favor of the said plaintiffs for want of an appearance and requests the Prothy. to liquidate the same as follows:

As to Phebe Finney

Debt.		$200.
Int. from June 8th 1920		6.99
Atty. Com.	10.	
		$216.99

(See Rule Doc. 12 page 535)

As to Mary Fox

Debt.		$150.00
Int. from July 31st 1920		39.37
Attys Com.	75.	
with costs of suit etc.		$614.87

Lev. Fa. to No. 36 Feb. Tr. 1921.
M. p. 2-21-23 F. p. 129.

Thomas + Thomas

S. Y. Rossiter

149

Blanche Shreve and
E. E. Shreve, her husband
vs.
Pennsylvania Railroad
Company, a corporation.
Issued Dec. 18, 1920

Jay Twist (paid by Plff)	# 2.00
Shff Snodgrass,	13.20
Pro. Greeley	9.25
Plffs bill of costs	169.88
Pro Service	4.00
Atty	3.00
Sat	.20

Summons in Trespass, Returnable to the first Monday of January next.
Dec. 18, 1920 Plaintiffs statement of claim filed.
Dec. 28, 1920. S. Y. Rossiter, Esq. appears for defendant. (See paper filed)
Writ returned: December, 21st, 1920. Served the within summons on the within named defendant, by handing personally to W. H. Wilcox Agent in charge of the defendant company at Titusville, Penna., a true and attested copy thereof together with a certified copy of plaintiffs statement of claim also by making the contents known,
So answers, James A. Snodgrass, Sheriff.
Jany. 17, 1921. Answer in the nature of a demurrer filed.

Contd. from Bottom of Page.
Debt to Blanche Shreve # 1500.00
Debt to E. E. Shreve 500.00
Int. from Mch 7, 1922
Judgment Mch. 9, 1922
U. L. Greeley, Pro.
Corp. page 143.

Feby 12, 1921. Motion by Deft. to strike off statement of claim, dated Feb. 4, 1921, filed.
Now, February 12, 1921, defendants demurrer and motion to strike off, is overruled. Per Curiam. (See paper filed)
On Trial List for 1st 2d Monday of March, 1921, No. 12.
March 14, 1921. Affidavit of defense filed.
March 14, 1921. Amendment to Statement of claim allowed & filed.
March 14, 1921, Plaintiff amends statement; Defendant pleads surprise, and case continued. Per Curiam.
On Trial List for 1st & 2d Mondays of October, 1921, No 20.
Sept. 30, 1921. Continued on application of defendant.
On Trial List for first Monday of January, 1922, No. 22.
Jan 9 1922 Plffs bill of costs filed
" Jan. 6, 1922, case continued by consent, after selection of jury.
On Trial List for 1st Monday of March, 1922, No. 17
March 9, 1922. Confession of judgment by defendant filed, to wit:
And now, March 7, 1922, comes the defendant by its attorney, S. Y. Rossiter, and confesses judgment in the above stated case in favor of the plaintiffs and against the defendant, Pennsylvania Railroad Co., for Two Thousand (2000) Dollars and cost of suit; to wit: in favor of Blanche Shreve for Fifteen hundred (1500) Dollars, and in favor of E. E. Shreve, her husband for Five hundred (500) Dollars, which said several sums are in full of all and every claim of any kind or character of the said plaintiffs and each of them, which they have against the said defendant.
(Signed) S. Y. Rossiter, Attorney for the Defendant.
And now, March 7, 1922, we hereby accept the above in full of all claims of the plaintiffs and each of them against the said defendant. (Signed) Thomas + Thomas, Attys for Plaintiffs.
(See paper filed)
— Contd on margin —

Pfl. 5/6 1922 rec'd satisfaction in full this judgment, bill, interest + costs,
Thomas + Thomas
Attys for Plffs.

April 5 1922 Rec'd of Plffs atty Twenty Six and 5/100 Shff & Prothy Costs.
U. L. Greeley Pro
April 7 1922 Rec'd of Pro Greeley Thirteen and 20/100 Dollars my costs
Jno A. Snodgrass

FEBRUARY TERM, 1921

J. A. Northam 150	Commonwealth of Pennsylvania, ex rel. George Bailey vs. James A. Snodgrass, Keeper of the Crawford County, Pa., Jail Issued Dec. 18, 1920 # Pro. Greeley 2.00 Shff Snodgrass 4.00	Habeas Corpus for the body of George Bailey. And now, Dec. 18, 1920, a writ of habeas corpus granted, as prayed for. Notice to be given to A. G. Richmond, Esq., City Attorney. Returnable forthwith. (Signed) Thos. J. Prather P. J. Dec. 18, 1920, The Sheriff makes return: "I now have before your honor the body of the within named George Bailey together with this writ, as therein I am commanded."

Thomas & Thomas
151

Dec 24, 1920, recd. deft. $44.68 in full of the judgment upon which this writ was issued with cost as on bolt, to wit: cost $33.33, Pff. Int. from 7/5', Pro Greely $3.20 + Ruff Snodgrass $6.30 or hereby direct that judgment be satisfied of record, Thomas & Thomas attys for pltfs.

Dec 24, 1920 Rec'd of F. J. Thomas atty nine and 50/100 Dollars Shff & Pro Ctys
V. L. Greeley Pro

Dec 24 1920 Rec'd of Pro Greeley Six and 30/100 Dollars in my costs
James A. Snodgrass Shff

Gillespie Brothers
vs
William Cochran, Deft. and First National Bank of Cambridge Springs, Pa. Garnishee
Issued Dec. 18, 1920

Jaffurt	12-24-20 paid	2.50
Shff. Snodgrass,		6.30
Pro & suit		.70

Of No. 151 November Term, 1920
Attachment Execution; Returnable to first Monday of January next.
To attach all and singular the goods and chattels, rights, and credits moneys and property of the defendant in whose hands the same may be and especially in the hands of the First National Bank of Cambridge Springs, Pa., and to summon it as garnishee

Writ returned: Served the within writ on Dec. 18, 1920, at 7:30 P. M., by going to the First National Bank of Cambridge Springs, Pa., and then and there attaching the moneys, chattels, rights in their possession, and then and there declaring in the presence of N. H. Bertram, R. A. Birchard and Roy Whipple, credible persons of the neighborhood and of my bailiwick, that I attached the said moneys, credits and chattels as the property of the defendant William Cochran, and at the same time served this writ on N. H. Bertram, Cashier of the above bank as garnishee in whose possession said moneys, credits, chattels were found, by handing a true and attested copy thereof and by making contents known, and summoned him to appear as herein commanded, and by going to the home of William Cochran, the defendant and handing him personally a true and attested copy thereof, and by making the contents known, and summoned him to appear as herein commanded.
So answers, James A. Snodgrass, Shff.

O. Clare Kent

152

March 26, 1921. Recd from N.W. Hotchkiss per hand of O. Clare Kent Esq., $20.00, being the costs taxed in this case.
W.L. Greeley, Pro.

March 26th 1921 Received from Pro. Greeley Fourteen Dollars being Peffs. Bill of Costs this Case.
O. Clare Kent
Peffs. Atty.

March 26-1921
Recd of Pro Greeley four dollars my costs
Jas A. Snodgrass

Commonwealth of Pennsylvania, ex rel Mrs. Lavina Hotchkiss
vs.
James A. Snodgrass, Keeper of the Crawford County Prison.
Issued Dec. 18, 1920

	#
Pro. Greeley	2.00
Shff. Snodgrass	4.00
Peffs Fee & Costs	14.00

Habeas Corpus regarding the custody of Mrs. Lavina Hotchkiss detained in the Crawford County Jail

"Dec. 18, 1920, upon presentation of the within petition, it is hereby ordered that a writ of Habeas Corpus issue as prayed for, returnable forthwith
(Signed) Thos. J. Prather, P.J.

Same day, The Sheriff makes return: "I now have before your Honor the body of the within named Lavina Hotchkiss, together with this writ, as therein she is commanded."

Order of Court: Now, Dec. 18, 1920, Petitioner produced in Court by the Sheriff, and after hearing evidence offered and consideration thereof, the prayer of petitioner is granted, and she is released from custody. Costs to be paid by N.W. Hotchkiss, complainant. Per Curiam.
(See back of petition)
(Signed) Thos. J. Prather, P.J.

Mch 25 1921 Plaintiffs bill of costs filed

153

In the Matter of the Appointment of a County Auditor to fill the vacancy caused by the resignation of A.G. Oster. Entered Dec. 20, 1920

Pro. Greeley $2.50

Order of Court.

Now, December 18, 1920, the Court appoints R. B. Turner, of Lambridge Springs, Pa, County Auditor, a person duly qualified to fill said office, to fill the vacancy for the unexpired term caused by the resignation of the said A.G. Oster, which resignation is hereto attached. Per Curiam.

(Signed) Thos. J. Prather, P.J.

(See paper filed)

Dec. 20, 1920, Certificate of appointment issued.

Jan. 4, 1921 Oath of office taken by R.B. Turner, and filed.

Wesley B. Best
Thomas & Thomas
154

Otto Kohler Jan 7, 1921.

Donald E. Thompson for B. D. Davenport and Charles L. W. Lamb. Feb 12, 1921 V. L. G.

June 10 1921 Recd Thirty and 60/100 Dollars Shff & Prothy costs
V. L Greeley Pro

June 10 - 1921 Rec'd Twenty seven Dollars sixty cents $27.60
Jas A Snodgrass Sheriff

Sarah E Miller and Joseph b Miller
vs.
Nancy F Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased, Nancy F. Mondereau, widow, Harvey J. Mondereau, Leroy Mondereau, Pearl Mondereau First, Lorena Mondereau, heirs at law and devisees of Isaac Mondereau, deceased, and Nancy F. Mondereau, Testimentary Guardian of Lorena Mondereau.
Issued Dec. 20, 1920

Tax & writ (plff's pd)	2.50
Shff. Snodgrass	27.60
Pro. Greeley	3.00
Atty	3.00

Ejectment for a piece of land in Oil Creek Township, containing 6½ acres, more or less, and three pieces of land in Steuben Township, each containing one fourth of an acre, more or less. Returnable to next term.

Dec. 20, 1920. Affidavit of Plff. Joseph b Miller as to title to land filed

Dec. 20, 1920. Plffs. declaration and abstract of title filed.

Writ returned: Served the within writ by handing a true and attested copy thereof together with a certified copy of the plaintiffs declaration and abstract of title personally to the within named Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased, Nancy F. Mondereau, widow, Nancy F. Mondereau, Testamentary Guardian of Lorena Mondereau, a minor, in person; and also, at the same time making the contents thereof known to her, on the 20th day of Dec. 1920

As to the defendant Leroy Mondereau, by handing a true and attested copy thereof to an adult member of his family, at his residence or dwelling house at Meadville, Crawford County, Penna. on the 20th day of Dec. A.D. 1920. As to Harvey Mondereau and Pearl Mondereau First, defendants, by handing to each of them a true and attested copy thereof, and by informing them of the contents thereof on the 20th day of Dec. 1920. Also by going to the within described property and there posting a true and attested copy thereof on each piece or parcel of the said described property. Afterwards, I was informed by the neighbors that one Samuel Hawthorne had a lease on the last three parcels of land described in this writ (namely, those located in Steuben Township, Crawford County, Pa.). I then served a true and attested copy thereof on him, the said ~~Said~~ Samuel Hawthorne, personally on the 28th day of December, A.D. 1920, and at the same time, made the contents known to him. I was then informed by the said Samuel Hawthorne, that he claimed his lease under B.D. Davenport and Charles L.W. Lamb who were in possession of the said property, and who claimed to own the same and have the right of possession of the said property. I then served a true and attested copy of the said writ personally on the said B.D. Davenport and the said Charles L.W. Lamb, they claiming the title to and right of possession to the property described in the writ, by handing to each a copy of the writ and informing them of the contents thereof, at Titusville, Pa., on the 28th day of December A.D. 1920. So answers

(See affidavit of Sheriff, attached to writ) James A. Snodgrass, Sheriff

And now, March 30, 1921, come the plaintiffs by their attorneys and enter a rule on the defendants to admit or traverse the title and facts contained in plaintiffs abstract and file an abstract of the title or facts upon which they rely for their defense within twenty days (See paper filed)
(3 certified rules issued) April 2, 1921. Proof service of rule on Watts Atty's filed.

Record continued on page 589

155

F. Perry Eckels

G. L. Leiphart
vs.
Robert Wilson
Entered Dec. 21, 1920

	#
Tax (entry) (Pd by J. P. Eckels)	1.50
Costs on Trans.	4.50
Geo. Greeley	1.25
Atty.	3.00

Appeal by Defts. from Judgment of
C. B. McDowell, J.P.

And now, September 5, 1922, On motion in open Court, a Non pros. is granted, in the above entitled case, and the Prothonotary is directed to enter judgment in favor of defendant and against plaintiff, for costs of suit. Per Curiam.
(See paper filed)
Judgment.
Lp. 29. V. L. Greeley, Prothy.

FEBRUARY TERM, 1921

J. D. Roberts 156	George Smock vs Emma Smock Issued Dec. 27, 1920. Tax & writ (paid by atty) 2.00 Shff. Snodgrass 4.80	Subpoena in Divorce, Returnable to next term. And now, Dec. 27, 1920, subpoena awarded. (Signed) Thos. J. Grather, P.J. Subpoena returned: Served the within subpoena in divorce on the respondent personally, on the 25th day of January, 1921, by delivering to her a true and attested copy of the same and making known to her the contents thereof, as appears from affidavit as above. So answers, James A. Snodgrass, Sheriff.

157	Petition in re appointment by James A. Snodgrass, Sheriff, of A. R. Logan as Special Deputy Sheriff on the Erie Railroad Company property in this county. Entered Dec 27, 1920 Pro. Greeley (paid) # 1.50	Dec 27, 1920, Within appointment approved. (Sgd) Thos. J. Prather, P. J. Same day, Oath of office taken and filed, and certificate of appointment issued.

158

In re Appointment of an Auditor to audit the accounts of the Prothonotary, Register & Recorder and Clerk of the Courts for the fiscal year 1920. Entered Dec. 28, 1920.

Pro. Greeley 2.00

Order of Court.

And now, Dec. 6, 1920, upon presentation of the within petition and on due consideration thereof, H. Earl Wasson, Esq. is hereby appointed Auditor as prayed for.

Per Curiam

(Signed) Thos. J. Brother, P.J.

Dec. 28, 1920.

April 4, 1921, Report of H. Earl Wasson, Auditor filed in open Court, and compensation of Auditor fixed at $100.00.

Per Curiam

Otto Kohler
159

Wm. J. Fox
vs.
J. Walter Omphangh
Entered Dec. 28, 1920.

Jos. Greeley (Dft. pd)	$ 2.25
Atty (Dft. paid)	3.00
Atty Kohler on original	3.00

Of No. 382 November Term, 1915
Amicable Scire Facias sur Judgment
It is agreed That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said county and duly so returned; And that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Three Hundred Dollars, being the debt now due on the original judgment, with interest from January 26, 1921.

Debt $ 300.00
Int. from Jan. 26, 1921.
Judgment
Vs. Greeley, Prothy

Op. 72.

Received satisfaction in full of this Judgment
Feb. 8. 1922. Otto Kohler
Atty

Thomas & Thomas	Mary Ann Hinckley, Electra Crawford, Cassius Gilson, Bessie Gilson and Ralph Gilson vs. Brew-Levick Company, a corporation. Issued Dec 29, 1920	Summons in Assumpsit, Returnable to the First Monday of February next. Dec 29, 1920. Affidavit that plaintiffs claim exceeds $300.00 filed. Dec 29, 1920. Statement of claim filed. Writ returned. Jan. 5, 1921 served the within writ by going to the within named company's office in the City of Titusville, Pa., and by handing a true and attested copy thereof, together with plaintiffs certified statement of claim to W.L. Munro, Manager of the Brew-Levick Company; also by making contents known. So answers James A. Snodgrass, Shff.
160		
D.W. Benedict		
	Tax & writ (plff. paid) 2.00	
	Shff. Snodgrass 13.70	
	Pro Y 2.00	
	Dis .50	
April 16 1925 Rec'd from Plff by atty's Sixteen and 20/100 Dollars as costs in this case V. L. Greeley Pro		Jan. 31, 1921. D.W. Benedict, Esq., appears for defts. (See paper filed) Jan. 31, 1921. Affidavit of defense filed. Service of same accepted by Plff's attys.

And now, Feb. 7, 1921. By leave of Court the form of action is changed from Assumpsit to Trespass. (See paper filed)

On Argument List for Feb. Term, 1921. No. 7. Feb. 28, 1921. Argued C.A.V.

Now, April 4, 1921, demurrer is overruled and defendant directed to proceed in compliance with the provisions of the general practice act relative thereto. Per Curiam. (See opinion of Court filed)

April 16, 1925 this case is ordered discontinued.
Thomas & Thomas
Attys for Plff's.

Thomas & Thomas

161

Albert L. Thomas,

Nov. 13, 1922. Upon proof filed of due notice to Defts. Atty of taxation of Plffs Bill of Costs, and no exceptions being filed, and Deft not nor his Atty not appearing, the Plffs Bill is taxed as filed.
V. L. Greeley, Pro.

Debt # 1060.02
Int. from Mch. 1, 1922.
Judgment
page 165
Fi. Fa. to No. 17 Feb. Tr. 1923
Ct. Ex. No. 10 Feb. Tr. 1923

Feb. 2, 1923 The above judgment satisfied (See Fi. Fa.)

Mary Ann Hinckley,
Electra Crawford,
Cassius Gilson,
Bessie Gilson and
Ralph Gilson,
vs.
E. E. Francis
Issued Dec. 29, 1920.

		#
Jas. Twit (Plff. paid)		2.00
Shff. Snodgrass		13.70
Bro. Greeley	2/2/23 paid	8.50
Plffs. Bill of Costs		45.90
Atty		3.00
Pro. Fi. add'l	pd	1.00
D. J. McKay on notice	pd	1.00

Summons in Assumpsit, Returnable to the First Monday of February next.
Dec. 29, 1920. Affidavit that plaintiffs claim exceeds $300.00, filed.
Dec. 29, 1920. Statement of claim filed.
Writ returned: Jan. 5, 1921, served the within writ on the within named E. E. Francis, by handing him personally a true and attested copy thereof, together with a certified copy of plaintiffs statement of claim, and by informing him of the contents thereof.
So answers James A. Snodgrass, Shff.
And now, Feb. 7, 1921, By leave of Court, the form of this action is changed from Assumpsit to Trespass. (See paper filed)
On Arg. List for May Term, 1921, No. 17.
"Off List."
On Trial List for 1st & 2d Mondays of Oct. 1921, No. 14.
Oct. 3, 1921, Continued by consent.
Nov. 7, 1921, Amendment to Statement of claim allowed as prayed for. Per Curiam. (See paper filed)
Nov. 17, 1921, Agreement to try before Judge without Jury filed.
And now, Nov. 28, 1921, On motion of plaintiffs attorneys in open Court, it is ordered that the above stated case be and is hereby set for trial before the Court for Tuesday the 6th day of Dec. 1921. (See paper filed) Per Curiam.
Dec. 7 & 8, 1921, Case tried before the Hon. Thos. J. Prather, P. J. Evidence heard; arguments of counsel to be heard later at a time to be arranged.
Dec. 12, 1921, Testimony taken by Stenographer filed.
Same day, Plaintiffs exhibits Nos. 1 and 2, filed.
March 1, 1922, Plffs. and Defts. requests for findings of fact and conclusions of law, filed.
Now, March 1, 1922, We find that the plaintiffs, Mary Ann Hinckley, et al., are entitled to judgment against defendant, E. E. Francis, for $1060.02, the value of 11/40 of said minerals in place considered as royalty, which includes $150 for damages as aforesaid, together with costs. And the Prothonotary is hereby directed, if no exceptions be filed in his office within thirty days after notice of this decision given the parties in interest or their attorneys, to enter judgment for said amount. Per Curiam. (See opinion of Court filed) Same day, Attys. notified.
March 27, 1922 Exceptions by Defts to findings, conclusions and opinion of Court filed.
March 27, 1922. Defts reply to Plffs supplemental brief filed.
On Argument List for Sept. Term, 1922, No. 1. Sept. 25, 1922, Argued C.A.V.
Now, Nov. 8, 1922, All of plaintiffs exceptions are overruled and judgment is directed to be entered in favor of plaintiff and against defendant for $1060.02, with interest from March 1, 1922. Per Curiam. (See opinion filed) —contd on margin.—

FEBRUARY TERM, 1921

Otto Kohler

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Albert L. Thomas
Otto Astolz Jan 6, 1921

Oct 13, 1922 Rec'd of Pff's by atty Fourteen + 10/100 Dollars Sheff's Poundage Costs
V. L. Greeley Prs

Sept 18 1922 Rec'd of Pff's atty Otto Kohler Four dollars jury fee
V. L. Greeley Prs

Oct 26-22 Rec'd of Pff's Greeley my costs 3.90
Jas A. Snodgrass

Triangle Tool Company a corporation,
vs.
Meadville Wrench Company, a corporation
Issued Dec. 30, 1920.

	#	
Tax Writ (Atty fee)		2.00
Sheff Snodgrass		3.90
Pro. Greeley		10.00
Jury fee	✓	4.00
Atty	22.90	3.00

Summons in Assumpsit, Returnable to first Monday of February, 1921
Dec. 30, 1920 Statement of claim filed, and copy certified to Sheriff.
Writ returned: And now December 30th 1920; Served the within writ on the within named defendants by handing a true and attested copy thereof to E. C. Smith, General Manager and Treasurer of the Meadville Wrench Co. at their office in the City of Meadville, Pa. together with a certified copy of the Plaintiff's statement of claim also making known the contents thereof.
So Answers, James A. Snodgrass, Sheriff
Jany 1st, 1921. Affidavit of defense filed.
On Trial List for 1st Monday of Oct. 1921, No. 6.
Oct. 3, 1921, continued on application of plaintiff.
On Trial List for 1st Monday of January, 1922, No. 8.
Dec. 30, 1921. Supplemental affidavit of defense filed.
" January 5, 1922. Amended affidavit filed, plaintiff pleads surprise, case continued.
On Trial List for 1st Monday of March, 1922, No. 6.
And now, March 10, 1922 Jury called and sworn as follows 1- Wesley Reitze, 2- Charles Byham, 3- Charles Sherred, 4- John Hutchinson, 5- M. E. Clark, 6- S. D. Offensend, 7- Albert Agnew, 8- Ada Montgomery, 9- Marshall Greenlee, 10- Geo. B. Shaffer, 11- Aaron Cunningham, 12- A. M. Reitze: twelve good and lawful persons, who upon their solemn oaths which they have taken, say, same day, they find for the plaintiff company, for $496.59, subject to the Courts disposition of the question of interest thereon and costs. Corp. p. 143
March 10, 1922. Plaintiffs points and liquidation of claim filed.
March 10, 1922. Motion for binding instructions on part of defendant filed.
March 11, 1922. Motion of Plff for judgment N.O.V. filed, and rule to show cause granted. Per Curiam.
March 11, 1922 Motion of plaintiff for a new trial filed and rule to show cause granted, with leave to plaintiff to file additional reasons at any time within ten days after filing of the notes of testimony, charge of the Court etc. (See paper filed)
Per Curiam.
On Argument List for May Term, 1922, No. 1. May 26, 1922. Argued-C.A.V.
Now, July 31st, 1922 rule for judgment for amount of plaintiff's claim and rule for new trial are both discharged and judgment directed to be entered in favor of plaintiff and against defendant company for the amount of

See Margin

Now, Oct. 13, 1922, this case settled in full and Judgment satisfied.
Otto Kohler Atty

of verdict, the question of costs and interest reserved for additional order if the question is raised by counsel.
Per Curiam
Thos J. Prather
(See Opinion Filed)

Ally. Richmond 163 Aug 9/21 this claim satisfied, dist. cir Prosty Rept Cost paid by Jas A. Snodgrass Sh'ff Ally. Richmond City Sol	City of Meadville vs. Margaret Flenory, Owner or reputed owner. Issued, Dec. 31, 1920 Jay Twit # 2.25 Sh'ff Snodgrass 3.50 Plff on lien 1.25 Pro. Greeley 1.00	Of No. 23 February Term, 1916 T.L. Doe Scire Facias sur Lien for City Taxes filed Dec 31, 1915, and entered in Tax Lien Doc No. 1, Page 276 Returnable Sec. Leg. Dec. 31, 1920. Affidavit of City Solicitor filed Writ retd: "Aug. 10, 1921, Money made, and my costs paid. No answers, Jas. A. Snodgrass, Sheriff
Aug 9th 1921 Rec'd of A. Richmond Three Dollars fifty cents my costs Jas A. Snodgrass Sh'ff		

FEBRUARY TERM, 1921

A. G. Richmond
164

City of Meadville
vs
Mrs. E. M. Eichner
owner or reputed owner
Issued Dec. 31, 1920

	#
Jay & writ	225
Sheff. Snodgrass	2.60
Plff. on Lien	1.25

Of No. 26 February Term, 1916, J. L. Doc.
Scire Facias sur Municipal Lien for City taxes
filed Dec. 31, 1915, and entered in Tax
Lien Doc. No. 1, page 277.
Returnable see leg.
Dec. 31, 1920. Affidavit of City Solicitor
filed.
Writ returned: January 1, 1921, went to the
within described property and found in
possession George Davis, served this writ
by handing him personally a true and
attested copy thereof. As to Mrs. E. M.
Eichner, make return of Nihil habet
So answers, James A. Snodgrass, Sheff.

Ally Richmond
165

City of Meadville
vs
Mrs. A. M. Hotchkin,
Owner or reputed
owner
Issued Dec. 31, 1920

	$
Tax Writ	2.25
Shff. Snodgrass	2.65
Pltf on Lien	1.25

No. 31 February Term, 1916 L. Doc
Scire Facias sur Lien for City Taxes,
filed Dec. 31, 1915, and entered in Tax
Lien Docket No. 1, page 281; Returnable
sec. leg.

Dec. 31, 1920. Affidavit of City Solicitor filed

Writ returned: January 3, 1921, served the within writ by handing a true and attested copy thereof to Lewis Hotchkin, also, by reading and making contents known, he being in possession of the within described lands. I make return of Nihil habet as to Mrs. A. M. Hotchkin. So answers

James A. Snodgrass, Shff.

July 15, 1926. This claim being paid in full, the Prothonotary is directed to mark the same satisfied of record

Dickson Andrews
City Solicitor

FEBRUARY TERM, 1921

A. G. Richmond
166

Aug 9/21. Rec'd of James A Snodgrass Sheriff Forty four & 60/100 dollars debt-int Prosty Pfft & Atty fee in favor of Town of Meadville
A. G. Richmond
Atty for

Aug 8 Rec'd of A. G. Richmond Atty my costs Two dollars sixty cents 2.60
Jas A. Snodgrass Sheriff

City of Meadville
vs
Michael Kearney, owner or reputed owner.
Issued Dec 31, 1920

	#
Jay & ward	2.25
Shff Snodgrass	2.60
Pfft on lien	1.25
Atty	3.00
Pro Se suits	.50

Of No. 38 February Term, 1916 I. L. D.
Scire Facias sur Lien for City Taxes, filed Dec. 31, 1915 and entered in Tax Lien Docket, No. 1, page 289.
Returnable sec. leg.
Dec. 31, 1920. Affidavit of City Solicitor filed.
Writ returned: January 15, 1921, served the within writ on the within defendant Michael Kearney by handing to an adult member of his family at his dwelling house a true and attested copy thereof. So answers,
James A. Snodgrass, Shff.

E. W. McArthur
1.67

May 13 1921 Rec'd of Jeff by atty Twenty and 0/100 Dollars Shff and Poorty costs
E. L. Greeley Pro

May 13-1921
Rec'd of Pro. Greeley my Costs 9.70
Jas A Snodgrass Shff

Celina D. Hocquet
vs.
Alexander Hocquet
Issued Jan. 3, 1921.

	#
Taxtwrit	2.00
Shff. Snodgrass	1.60
Shff. Snodgrass on alias	1.60
Shff. Snodgrass on Proc.	6.50
John Schuler paid	25.00
Pro. Greeley	9.10
Atty	3.00

Subpoena in Divorce.
Returnable to next term.
And now, Jan. 3, 1921 subpoena awarded. Signed Thos. J. Prather, P. J.
Subpoena returned: Feb. 14, 1921, the within named respondent, Alexander Hocquet, could not be found in my bailiwick. So answers
James A. Snodgrass, Shff.
Feb. 16, 1921. Alias subpoena in divorce issued, returnable to first Monday of April next.
Alias subpoena retd: April 4, 1921, The within named respondent Alexander Hocquet was not found in my bailiwick.
So answers James A. Snodgrass, Shff.
April 5, 1921. Order issued for publication of Sheriffs proclamation, returnable to second Monday of May next.

And now, May 9, 1921. Made proclamation in above entitled case according to law, and caused the same to be published in the Cambridge Springs News, a newspaper printed within my bailiwick, for four weeks successively, prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached.
So answers James A. Snodgrass, Sheriff.
And now, May 9, 1921, John Schuler, Esq., is appointed Master.
Signed Thos. J. Prather, P. J.
May 12 1921 Testimony on part of Libellant and Report of Master filed. Ord Argt. List for May Tr. 1921, No. 30.
June 1, 1921. After due consideration, a divorce is decreed as prayed, and at cost of respondent. Per Curiam.
Decree: And now, towit: June 1, A. D. 1921, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged, and decreed,
That the said Celina D. Hocquet be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Celina D. Hocquet, the libellant, and the said Alexander Hocquet, the respondent; and that thereupon all and every the duties, rights and claims accruing to either the said libellant, or the said respondent, at any time heretofore in pursuance of said marriage, shall cease and determine.
And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married. Per Curiam
(See paper filed.)

W. J. Sirdevan
168

May 2 1921 Rec'd of Pff's Seven & 10/100 my cost
V. L. Greeley Pro

Nellie Plante
vs
Charles Ernest Plante
Issued Jan. 3, 1921.

	#
Jay twit (Atty fee)	2.00
Shff. Pechin on Sub.	6.40
Geo. F. Brown Master (Mag)	25.00
Pro. Greeley	7.10
Atty	3.00

Subpoena in Divorce.

And now, January 3, 1921, Subpoena awarded, Returnable 1st Monday of February, 1921.

(Signed) Thos. J. Prather, P. J.

Subpoena returned: "Served the within Subpoena in Divorce Feb. 4, 1921, upon Charles Ernest Plante, the within named respondent, by handing to him personally a true and attested copy of the within writ and made known the contents thereof.

So answers John R. Pechin Sheriff
(See aff't on subpoena) By Ralph Hampton, Deputy Shff.

And now, Feb. 14, 1921, Geo. F. Brown, Esqr. is appointed Master in this case as prayed (See paper filed) (Signed) Thos. J. Prather, P. J.

May 13, 1921. Testimony and report of Master filed On Arg. List for May Term, 1921 No. 91

June 1, 1921, After due consideration, a divorce is decreed as prayed, and at cost of respondent. Per Curiam

Decree:- And now, to wit, June 1, A. D. 1921, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged, and decreed,

That the said Nellie Plante be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Nellie Plante, the libellant, and the said Charles Ernest Plante, the respondent; and that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent, at any time heretofore in pursuance of said marriage, shall cease and determine;

And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married.

Per Curiam.

(See paper filed.)

Thomas & Thomas

169

The Shreve Chair Company, a corporation
Petitioner,
vs
George Uhler, or his heirs or assigns,
Respondents.
Entered Jan. 3, 1921.

Grs. Speeley (9-12-21) attd fd 5.75
Atty 3.00

Petition for rule to bring ejectment within six months for a certain piece or parcel of land situate in Bussewago Township, bounded on the north by Manning Freeman; on the east by A. J. Henry and K. D. Henry; on the south by the old homestead of Joshua Newell, now of the Shreve Chair Company; and on the west by Lillie A. Quay; containing 31 acres, more or less, and being a part of the same land patented to the said George Uhler by the Commonwealth of Pennsylvania.

And now, Jany 3, 1921, upon presentation of the within petition and after investigation and testimony taken, and upon due proof of the allegations set forth in the within petition, a rule is hereby granted upon George Uhler, or his heirs or assigns, to bring his or their action of ejectment within six months from the date of the service of such rule upon him or them, or show cause why the same can not be so brought returnable to the second Monday of February, 1921, at ten o'clock A.M. And it is further ordered and decreed that service of this rule be made upon the said George Uhler, his heirs or assigns, by publication in the Scranton Times, a newspaper published in said County, once a week for six successive weeks.
(See petition filed) Per Curiam.

And now, Feb. 14, 1921, upon consideration of the foregoing, the rule is made absolute, as prayed for, and it is ordered and decreed that the said George Uhler, his heirs or assigns, bring his or their action of ejectment within six months from this date, or be forever barred from so doing. Per Curiam.
(See petition with proof of publication of notice attached)

Final Decree: And now, September 6, 1921, Upon consideration of the foregoing petition, and an inspection of the record in this case, the rule in this case is hereby made absolute, and judgment for the land described in the petition, is hereby entered in favor of The Shreve Chair Company, a corporation, its successors or assigns, and against George Uhler, his heirs and assigns, and it is further ordered and decreed that hereafter no action of ejectment for the recovery of said real estate shall be brought by the said George Uhler, or any one claiming under, by or through him. Per Curiam. (See paper filed)

U. page 39.

Judgment.
V. E. Speeley, Prothy.

Otto Kohler 170	Petition of John Burry and Emma Burry, his wife for the adoption of Marion Theuret, Frank Theuret & Grace Theuret. Entered Jany 3, 1921 Prothy Greeley (paid) $4.00	Jan. 3, 1921, Petition presented in open Court and filed. Decree And now, January 3, 1921 upon presentation of the foregoing petition by John Burry and Emma Burry his wife, of Vernon Township, Crawford County Pennsylvania, praying that the said John Burry may adopt Marion Theuret, Frank Theuret and Grace Theuret, minor children of William Theuret and Emma Theuret now Emma Burry, as his legal heirs and heirs of the said petitioners, and it appearing that the facts set forth in the petition are true, and that it will be for the best interests and welfare of the said minors that the prayer of said petitioners be granted,- it is decreed and hereby adjudged that the said Marion Theuret, Frank Theuret and Grace Theuret be and they are hereby adopted by the said John Burry and Emma Burry as their children and heirs; that they shall assume the name of the petitioner John Burry, and be subject to all the rights, duties and privileges as children and heirs at law of the said John Burry and Emma Burry. Per Curiam. (See paper filed) Jany 3, 1921. Certified copy of decree issued

John O. McClintock
& J. A. Boland
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McClintock & McClintock
of Union City, Pa.
for Ralph Blakeslee & B.W. Main.

April 9th 1921 Rec'd my
fee Eleven dollars ninety cents
$11.90

Jas A. Snodgrass Sheriff

April 15 1921 Rec'd
from Ralph Blakeslee
Five Dollars my costs
V. L. Grieley Pro.

In the Matter of the
alleged insolvency
of
Harvey A. Sexton,
a farmer, residing in
Bloomfield Township,
this County.
Entered Jany 3, 1921

		#
Prs. Greeley	3.00	
Shff. Snodgrass,	11.90	
Pro. 2 since	2.00	
Atty	3.00	

Jany 3, 1921 Petition of Helen C. Hayes, Harry J. Dick, and Hayes Hardware Co, per B.W. Hayes, president, creditors of Harvey A. Sexton, presented in open court and filed.

Now, January 3, 1921, rule to show cause why said Harvey A. Sexton should not be adjudged an insolvent and a receiver appointed for his estate, is hereby granted, returnable January 15, 1921, at 11 o'clock A.M. Notice of said rule to be given to the alleged insolvent and to all other persons interested, seven days before said hearing. In the meantime all proceedings against said alleged insolvent and his property are stayed, the liens to continue until the further order of the court, and the Sheriff to continue in the possession and custody of the personal property now in his charge under levy, until the further order of this court. Per curiam. (See petition)

Jan. 3, 1921. Citation issued.

Writ returned: "I, James A. Snodgrass, Sheriff of Crawford County, Pa. hereby certify and return, that on the 5th day of January, 1921, I served the within notice personally on B.W. Main, Ralph Blakeslee, by handing to each of them a true and attested copy of the same; and on the same day I served the same on Harvey A. Sexton, by leaving with an adult member of his family, at his residence in Bloomfield Township this county, viz, his wife, a true and attested copy of said notice, the said Harvey A. Sexton not being found in the County of Crawford; and on the same day, I served the said notice on the School Board of Bloomfield Township, by handing a true and attested copy of the same to H.C. Rossell, the Secretary of said School Board. So answers James A. Snodgrass, Sheriff." (See aff. on citation)

Service of citation accepted Jan. 11, 1921 by O. Blair Kent, Atty for County & Comrs thereof; By petitioners attys; by Leland J. Culbertson, Atty for Union Foodsee Co.

Jan. 15, 1921. McClintock & McClintock of Union City, Pa., appear for Ralph Blakeslee and B.W. Main. (See paper filed)

Jan. 15, 1921. Answer of Ralph Blakeslee and B.W. Main filed.

And now Jan 15 - 1921 upon return day of rule Counsel for petitioners move to withdraw petition and ask for the discharge of petitioners rule; Whereon rule discharged at the costs of petitioners. Per Curiam

O. Clare Kent

172

Aug. 17. 1921. Rec'd from Chas. Walp, Gdn, per Atty, #21.03, being Pro Greeley #6.25 and Petitioners Bill of Costs, #14.78.
V.L. Greeley, Pro.

Aug 18 1921
Received from V L Greeley the petitioners bill of cost #14.78

Feb Attenberg

Dec. 5, 1921, Received from Chas. Walp, Gdn. #4.50, being my costs on final a/c #1.50 & Trib. Pub. Co. on same #3.00
V.L. Greeley, Pro.

Paid Pro Greeley $2.50 for advertising in Tribune-Republican
CBM 1/31-22

✓ Petition of R.B. Jackson, A.R. Conover and M.S. Beatty, Directors of the Poor and of the House of Employment for Crawford County, for appointment of a Guardian of Maggie Stitt, aged 72 years, of Union Township, as a person of weak mind.
Entered Jan. 3, 1921.

	#
Pro. Greeley	3.00
Petitioners Bill of Costs	14.78
Pro Greeley since	2.50
Pro. Greeley on a/c	1.50
Trib. Pub. Co. "	3.00

Jany 3, 1921, Petition presented in open Court and filed. St. p. 204.

Now, January 3, 1921, upon presentation of the above and foregoing petition in open Court, and after due consideration thereof, it is hereby ordered and decreed, that a hearing be had thereon on the 7th day of February, A.D. 1921, at 10 o'clock A.M. and that ten days written notice thereof be given to the said Maggie Stitt person ally, and to the said named brother, George Stitt, by registered mail.
(See petition) Per Curiam.

Feb. 7, 1921. Proof of service of notice upon Maggie Stitt, respondent and her brother George Stitt, filed.

And now, February 7, 1921, upon hearing of the petition and evidence in this case, in open Court, and upon consideration of the proofs offered in support of the said allegations contained in the said petition, the Court finds that Maggie Stitt has become and now is a person of weak mind and is in danger of wasting and dissipating her estate, and is in need of a guardian; and it appearing to the Court that service of notice was made upon all parties in interest and upon the respondent, and that said respondent by reason of ill health and weakened physical condition, is unable to be present in Court at the said hearing; it is hereby ordered, adjudged and decreed, that the said Maggie Stitt has become and is a person of weak mind, unable to care for herself or her estate, and is in need of a guardian: Wherefore on motion of O. Clare Kent, Esq., pro petitioners, the Court hereby appoints Charles Walp, of Meadville, Pa., this county, to be guardian as prayed for; he to enter into his bond, with sufficient surety, to be approved by the Court, in the sum of Two hundred Dollars, conditioned according to law, said bond to be approved and filed before entering into the performance of his duties as such guardian.
(See paper filed) Per Curiam.

Feb. 14, 1921. Bond of Chas. A. Walp, Guardian, with N. E. Byham and Fayetta E. Walp as sureties, in the sum of #200.00, approved by the Court and filed.

June 6, 1921. Petition of Charles Walp, Guardian, for order to sell real estate at public sale, presented in open Court & filed.

Now, June 6, 1921, upon presentation of the foregoing petition and after due consideration thereof, it is hereby ordered that the said named Guardian, Charles Walp, be and is hereby authorized and directed to make sale of the said described real estate of said Maggie Stitt, at public sale at the Court House in the City of Meadville, Pa., after giving due and legal notice

(See next page.)

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In the Matter of the Compensation of Court Crier and Tipstaves.
Entered Janry 3, 1921

Bro. Freeley 2.00

Order of Court.

Now January 3, 1921 the compensation of the Court Crier is fixed at $5. per day and the salary of the tipstaves at $4.00 per day for each day of actual service in Court; and for each night session or night attendance upon juries, one half pay of daily attendance extra. Per Curiam.

(Signed) Thos. J. Grather, P.J.

(See paper filed)

Jan. 3, 1921 Copy of order issued to the Clerk of the Courts.

(Continued from opposite page)

thereof as required by Law and Rules of Court.

Returnable to the First Monday of August next, bond to be required in double the amount of the sale price, to be approved by the Court.

July 5, 1921 On petition in open Court Per Curiam. Leabe granted Charles Walp, Guardian, to bid at sale as prayed for. (See paper filed)

Per Curiam.

August 1, 1921, Return of sale of real estate by Guardian filed in open Court.

Now, August 1, 1921, upon presentation of the within return of sale and after due consideration thereof, it is ordered filed and confirmed nisi, to be finally confirmed in ten days, unless exceptions thereto are filed in the meantime, and it is further ordered and decreed that upon final confirmation thereof, the said guardian Charles Walp, is authorized and empowered to make, execute and deliver to the purchaser a deed in fee simple for the said described property, upon receipt of the balance of the purchase price therefor. Per Curiam (See paper filed) on sale of real estate.

Aug. 1, 1921, Bond of Charles Walp, Guardian, with Winifred Minneley and Fazetta E. Walp as sureties, in the sum of Three thousand seven hundred Dollars, approved by the Court and filed.

Dec. 5, 1921, Final account of Charles Walp, Guardian of Maggie Stitt, filed showing balance due estate of $157.33. Notice issued for publication in Tribune-Republican, that said account will be confirmed on first Monday of Jan. next, if no exceptions. Same day, Vouchers of Guardian filed.

Dec. 23, 1921 Proof of publication of notice of filing account filed

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Francis E. Miner
now for the use of
E. A. Elston
vs.
S. M. Eastman
Entered Jany 3, 1921
Prs. Greeley (paid) # 2.25

Note: The debt of the new judgment includes the original costs, the costs of this revival, and also #1.42 in excess of 5 years interest which would equal interest on the orginal debt of #70.00, to April 6, 1921.

Of No. 170 February Term, 1916
Amicable Scire Facias sur Judgment
"It is agreed That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said county and duly so returned;
And that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment-note, for the sum of Ninety Six and 17/100 Dollars, being the amount of debt, interest and costs now due on the original judgment."
Dated Dec. 21, 1920.

Debt # 96.17
Int. from Dec. 21, 1920
Judgment.
W. L. Greeley, Prothy.

E. # 37.

J. W. Smith
B. B. Bickett

175

April 5 1921 Recd of Meadville School District eighty five and 10/100 dollars costs as filed in this case
V. L. Greeley Pro

Feb. 5, 1921 Recd of Pro. Greeley fourteen dollars (Petitioners bill of costs)
B. B. Bickett, atty

April 6. 1921 Recd of Pro. Greeley Twenty Eight dollars from Brawley & Walsters Bill of Costs
Thomas & Thomas
Attys for Brawley

April 7 1921 Recd of Pro Greeley Seven 10/100 dollars in my costs
S. A. Berry.

June 29, 1921 Recd from Pro. Greeley $16.00, being amt of our Bill of costs.
Defrus Bros

Petition of the School District of Meadville, Pa., for appointment of Viewers to assess damages for the taking of property for a proposed high School.
Entered Jan. 3, 1921.

Pro. Greeley	20.00
S. A. Berry on sub. on part of Brawley & Walster	7.10
Defrus Bros. Bill of Costs	16.00
Brawley & Walster Bill of costs	28.00
Petitioners bill of costs	14.00

Jany 3, 1921. Petition presented in open Court and filed.

And now, January 3, 1921, upon consideration of the above and foregoing petition, - John A. Northam, Esq., W. A. Doane and W. A. Clemons are appointed a jury of view, as prayed in the foregoing petition, and Monday January 17, 1921, at 10 o'clock A.M., is hereby fixed as the time of hearing when the said viewers shall view the premises mentioned in said petition.
(See paper filed) Per Curiam.

Jan. 3, 1921. Order to Viewers issued.

Feb. 8, 1921. Acceptance of notice of petition and order by the three viewers filed.

Feb. 8, 1921. Acceptance of notice of petition and order by the owners of the lands sought to be condemned, filed.

Feb. 14, 1921. Testimony taken before viewers filed in open Court.

Feb. 14, 1921. Report of Viewers filed in open court, the same being as follows:-

To the Honorable Thomas J. Prather, President Judge of the Court of Common Pleas of Crawford County:

The undersigned Viewers appointed by the Court in the above stated case to view and examine the premises so taken by said School District, and after hearing such parties as desired to be heard, to decide and make a true report to said Court concerning the matter set forth in said petition, taking into consideration the quality and location of the improvements upon the land so taken and occupied for school purposes as aforesaid, and taking into consideration the damages sustained and the benefits accruing, to estimate and determine what amount of damages, if any, have been sustained by the owners of said premises by reason of the taking of said land by the School District aforesaid, and to whom payable, if they can ascertain the legal owners thereof; that having given due and legal notice to the respective parties in interest, in accordance with the order of Court, as will more fully appear by the return of service heretofore filed in this case, met upon the respective premises at ten o'clock A.M. on January 17, 1921, and viewed the premises mentioned in said petition, at which time and place B. B. Bickett, Esq., attorney for the petitioner, the School District of Meadville, Pa., Otto A. Stolz, Esq., attorney for Frank Walster, and Frank J. Thomas, Esq., of Counsel for John B. Brawley, appeared with said Viewers.

After viewing and inspecting the several premises mentioned in said petition and the buildings erected upon

Record continued on page 590.

L. W. Benedict 176	Maxwell B. Chick vs Rose Bradley Chick Issued Jany 4, 1921. Jas Twist (paid) # 2.00 Shff. Snodgrass -- M. B. Ashley on sale (Atty pd) 6.85 A R Thompson, master (paid) 25.00 Pro. Greeley (paid May 21/21) 7.10 Atty. 3.00	Subpoena in Divorce Returnable to next term. Jan. 4, 1921. Subpoena awarded as prayed (Signed) Thos. J. Prather, P. J. Feb. 1, 1921 M. B. Ashley, Constable, makes return on oath, "That he served the within subpoena in divorce on the respondent Rose Bradley Chick, January 31, 1921, at Corry, Erie County, Pennsylvania, by reading the same aloud in her presence and handing a true and attested copy thereof to her personally. So answers M. B. Ashley, Const. And now, May 2, 1921, Arthur R. Thompson, Esq. is appointed Master. (Signed) Thos. J. Prather, P. J. (See paper filed) Com. issued. May 11, 1921. Testimony and report of Master filed.

May 13 1921 Praecipe for Argument List filed. See paper On Argument List for May Term, 1921, No. 32.

June 1, 1921, After due consideration, a divorce is decreed as prayed. Per Curiam.

Decree:- And now, to wit: June 1, A. D. 1921, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed,

That the said Maxwell B. Chick, the libellant, and the said Rose Bradley Chick, the respondent; and that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent, at any time heretofore in pursuance of said marriage shall cease and determine;

And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married. Per Curiam

(See paper filed.)

Arthur L. Bates

177

Petition of Carl J. Bieber for appointment of a Guardian of E.W. Bieber, aged 23 years, a resident of the City of Meadville. Entered Jan. 4, 1920.

Pro. Greeley (paid by petitioner)		3.00
Pro. Greeley		2.00
Pro. Greeley for Co.		3.50
" " " a/c.		3.50
Adv. a/c.	5-21-31	3.00
Pro'y acct + adv. paid		7.00
Pro. Bond + Cert. 7/20/48 Pd.		1.50

Mar. 13 1925, Recd of Carl J. Bieber $12.00 being Pro. Greeley $2.00 and Pro. for Co. $3.50 Adv. a/c. $3.00.
W.L. Greeley, Reg.

Jany 4, 1921. Petition and supporting affidavits presented in open Court and filed. B.J.B. 167

And now to wit, January 4, 1921, upon presentation of the within petition, the first Monday of February, 1921, at 10 o'clock A.M. is fixed for hearing this application, and it is directed that ten days written notice thereof be given to E.W. Bieber and to other members of his family residing within the jurisdiction of the Court, by service of copy of petition and order of Court on each of them, and if they do not reside within said County, then by actual notice hereof and due return of such notice made. Per Curiam. (See petition)

And now, January 4, 1921. We, the undersigned, being all the immediate relatives of E.W. Bieber, to wit, a brother, Carl J. Bieber, a mother, Elizabeth Bieber, and two sisters, Marie and Veronica Bieber, and all unmarried, do hereby accept service of notice of the within petition by receiving a copy of the same and hereby agree that the Court appoint a guardian for E.W. Bieber.

(Signed) Carl J. Bieber
Elizabeth Bieber
Marie Bieber
Veronica Bieber

(See back of petition)

Feb. 6, 1921. Motion continuance of case to Feb. 10, 1921, at 10. A.M. filed. Motion granted as prayed for. Per Curiam.

Feb. 10, 1921. Proof of service and Notice on Respondent filed.

Opinion.

And now to-wit, Feb. 10, 1921, this case came on for hearing at 10, o'clock A.M. in pursuance of the continuance heretofore made from Feb. 7th. The following witnesses were heard, D.G. Snodgrass, M.D. Elizabeth Bieber and Carl Bieber. From the testimony it appears and it is so adjudged that respondent E.W. Bieber is a person of weak or insane mind, that by reason thereof he is not able to care for his property or estate and that he is now restrained in Warren Hospital for Insane, that his property at time of his being taken to Warren Hospital was worth about $1900. less some indebtedness. Carl J. Bieber is hereby appointed guardian for his estate. Bond in sum of $2500. Per Curiam.

Continued on page 552

Feb 10 1921, Bond of Carl J. Bieber, with Elizabeth Bieber as surety, in the sum of $2500.00 approved by the Court and filed.

Jany 15, 1924. Petition to supersede proceedings, discharge guardian, etc, presented in open Court and filed.

Arthur L. Bates
178

Albert D. Thomas
6-11-21 U.L.G.

Leon E. Berly
vs.
William Tubbs and
Flora Tubbs
Issued Jany 6, 1921.

	#	
Geo. Greeley (Fra-10/10/21)		2.00
Shff's Smodgrass, Sec. Fi. Fa. 3-3 Feb/21		6.80

Of No. 238 May Term, 1909
Sci. Fa. to revive and continue lien of above judgment, Returnable to next term.

Writ returned: And now, January 10, 1921, served the within writ on the within named defendants as to William Tubbs, by handing to an adult member of his family, to wit, his wife, at his dwelling house in Bessemago Township, as to the within Flora Tubbs, by handing a true and attested copy thereof to her personally, and informing her of the contents. So answers,

James A. Smodgrass, Shff

Jan. 31, 1921. Affidavit of defense filed.

179

C. E. Leiphart
vs.
R. L. Stebbins
Entered Jany 6, 1921
Pro. Greeley (paid) # 2.25

Of No. 367 November Term, 1915
Amicable Scire Facias sur Judgment.
It is agreed That the Prothonotary of said Court enter an amicable Scire Facias upon the above judgment with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said County, and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Three hundred sixty-two and 71/100 Dollars, being the amount of debt, interest and costs now due on the original judgment.

Debt # 362.71
Int. Jan. 1, 1921
Judgment
W. D. Greeley, Proths.

Stp. 191.

Oct. 13, 1923. Received satisfaction in full of above judgment, debt, interest and costs, and Prothy will mark same Satisfied, as well as original entries thereof.
C. E. Leiphart—

FEBRUARY TERM, 1921

180

Ella S. Leiphart
vs
R. L. Stebbins
Entered Jan. 6, 1921.
Pro. Speeley (paid) $2.25

Of No. 368 November Term, 1915.
Amicable Scire Facias sur Judgment.

It is agreed That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said County, and duly so returned, and that a judgment be entered thereon in favor of plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Three hundred Seventy and 64/100 Dollars, being the amount of debt, interest and costs now due on the original judgment.

Debt $360.64
Int. from Jan. 1, 1921
St. & pd. 9.91
Judgment.

W. L. Speeley, Pro.

Aug. 11, 1922. Received satisfaction in full of above judgment, debt, interest & costs.

Ella S. Leiphart

181

Mrs Sarah E. Youngblood
vs
J. A. McCormick
Entered Janry 7, 1921.

Cts. Greeley (Judy Plff) # 2.25
Plff. on Origl. 10.25

Off No. 75 February Term, 1916.
Amicable Sci. Fa. sur Judgment
It is agreed That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said county and duly so returned; and that a judgment be entered thereon in favor of plaintiff and against defdt., with all the waivers and conditions contained in the original judgment note, for the sum of Two hundred Dollars, being the amount of debt, ~~interest and costs~~ now due on the original judgment. Original costs # 10.25, to be brought forward.

Debt # 200.00
Int. from
McCp 20.
Judgment
V. L. Greeley, Prothy

April 14 1924 Recd satisfaction in full debt interest and costs on the above judgment
Witness V. L. Greeley— Sarah E. Youngblood

Thomas & Thomas
182

Esther M. Oelrichs
vs.
Harry Edmunds Oelrichs
Issued Jan. 10, 1921

Tax & writ (Atty fd) #	2.00
Shff Snodgrass,	1.60
Shff Snodgrass on alias	1.60
Shff Snodgrass on proc.	6.50
D.D. Thompson Master (fd)	25.00
Prs. Greeley	9.10
Atty	3.00

May 10th 1921
Rec'd of Prs Greeley
Nine Dollars Seventy cents
in full of costs
Jas A. Snodgrass Sheriff

May 10 1921. Rec'd
of Pff by atty Eighteen
and 80/100 Dollars
Shff & Proctrs. costs
E. L. Greeley Tas

Subpoena in Divorce and for custody of child, Blanche Oelrichs

And now, Jan. 10, 1921, subpoena awarded, returnable to next term.
(Signed) Thos. J. Brather, P. J.

Subpoena returned: Feb. 14, 1921, The within named respondent was not found in my bailiwick. So answers, James A. Snodgrass, Sheriff.

Feb. 14, 1921 Alias Subpoena in Divorce issued, returnable to First Monday of April next.

Alias subpoena returned: April 4, 1921, The within named respondent Harry Edmunds Oelrichs, was not found in my bailiwick. So answers James A. Snodgrass, Sheriff

April 5, 1921, Order issued for publication of Sheriffs proclamation, returnable to 2d Monday of May next.

And now, May 9, 1921 Made proclamation in the above entitled case according to law, and caused the same to be published in the Cambridge Springs news, a newspaper printed within my bailiwick, for four weeks successively prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached. So answers James A. Snodgrass, Sheriff.

And now, May 9, 1921, Donald D. Thompson, Esqr. is appointed Master in this case. Per Curiam. (See paper filed) Com issued.

May 11, 1921. Testimony and report of Master filed.

On Argument List for May Term, 1921. No. 33.

Now, Feb. 6, 1922, After due consideration, a divorce is decreed as prayed for; and at cost of respondent. Per Curiam.
(See back of Masters report)

Decree:- And now to wit:- Feb. 6, 1922, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed,

That the said Esther M. Oelrichs be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Esther M. Oelrichs, the libellant, and the said Harry Edmunds Oelrichs, the respondent; and that thereupon all and every the duties, rights and claims accruing to either the said libellant, or the said respondent, at any time heretofore in pursuance of said marriage, shall cease and determine;

And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married. Per Curiam.
(See paper filed)

McClintock & McClintock
Minton Bldg, Pa.
183d

May 18, 1921, Recd from Plffs. attys, #18.80, being Shff. Snodgrass, $9.70 & Pro. Greeley #9.10.
V.L. Greeley, Pro.

May 18-1921
Recd of Pro Greeley nine dollars seventy cents
.70 my costs
James A. Snodgrass Shriff

Joseph M. Whitaker
vs.
Lydia M. Whitaker
Issued Jan. 11, 1921.

Taxfurnish (Attys fee)	$ 2.00
Shff. Snodgrass,	1.60
Shff. Snodgrass on alias	1.60
Shff. Snodgrass on proc.	6.50
Pro. Greeley	9.10
Attys	3.00
W.O. Morrow, Master	15.00

Subpoena in Divorce
And now, Jan. 11, 1921. subpoena awarded as prayed for; returnable the 2d Monday of February, 1921.
(Signed) Thos. J. Brather, P.J.

Subpoena returned: Feb. 15, 1921, The within named respondent, Lydia M. Whitaker was not found in my bailiwick So ans. James A. Snodgrass, Shff

Feb. 16, 1921, Alias subpoena in divorce issued, returnable to first Monday in April next.

Alias subpoena retd: April 4, 1921, The within named respondent Lydia M. Whitaker was not found in my bailiwick. So answers James A. Snodgrass, Shff.

April 5, 1921. Order issued for publication of Sheriffs proclamation, returnable to 2d Monday of May, 1921

And now, May 9, 1921, Made proclamation in above entitled case according to law, and caused the same to be published in the Cambridge Springs News, a newspaper printed within my bailiwick, for four weeks successively prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached. So answers James A. Snodgrass, Sheriff.

Now, May 10, 1921. W.O. Morrow, Esq. appointed Master in above stated case and make report thereon to the Court according to law. By Hon. Thos. J. Brather, P.J. (See paper filed)

May 13 1921 Testimony on part of Libellant and report of Master filed. On Arg't List for May Term, 1921 No. 34

Nov. 29, 1921. After due consideration, a divorce is decreed as prayed Per Curiam (See back of Master's report)

Decree:- And now, to wit: November 29, A.D. 1921, this cause came on to be heard on libel, subpoena, subsequent proceedings and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed.

That the said Joseph M. Whitaker be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him, the same Joseph M. Whitaker, the libellant, and the said Lydia M. Whitaker, the respondent; and that thereupon all and every the duties, rights and claims accruing to either the said libellant, or the said respondent, at any time hereto fore in pursuance of said marriage, shall cease and determine;

And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married.

Per Curiam

Attest:
V. L. Greeley, Prothy. (See paper filed)

Willoy & Gibson
184

Aug. 23, 1921, Received from Libellant, per Roy S. Peters, Esq. Atty $18.80, being Shffs. & Pros. Costs
W. L. Greeley, Pro

Aug 23-1921
Rec'd of Pro Greeley Nine Dollars Security Costs
9.70 My Costs
Jas A Snodgrass Sheriff

Lulu Mae Sullivan
vs.
James H. Sullivan
Issued Janry 12, 1921.

Tax Clerk (Atty pd)	#	2.00
Shff. Snodgrass		1.60
Shff. Snodgrass on al		1.60
Shff. Snodgrass on proc		6.50
Pro. Greeley		9.10
Atty		3.00
Roy S. Peters, Master	cg	25.00

Subpoena in Divorce

And now, Jan. 12, 1921, subpoena awarded as prayed for, Returnable to next term. (Signed) Thos. J. Grather, P.J.

Subpoena returned: Feby 14, 1921. The within named respondent James H. Sullivan was not found in my bailiwick. So answers,
James A. Snodgrass, Shff.

March 18, 1921, Alias subpoena in divorce issued, returnable to first Monday of May next.

Alias subpoena returned: May 2, 1921, the within named respondent, James H. Sullivan, was not found in my bailiwick
So answers James A. Snodgrass, Sheriff.

May 17, 1921. Order issued for Publication of Sheriffs proclamation; returnable to 1st Monday of July next.

And now, July 5, 1921, I have made proclamation in the above entitled case according to law, and caused the same to be published in the Spartanburg Sentinel, a newspaper printed within my bailiwick, for four weeks successively, prior to the return day thereof, as per copy of said proclamation and proof of publication hereto attached. So ans. James A. Snodgrass, Sheriff.

Now, July 18, 1921 Roy S. Peters, Esqr., is appointed Master as prayed for By Hon. Thos. J. Grather, P.J. (See paper filed) Com. issued.

Aug 26 1921 Testimony on part of Libellant and Report of Master filed.

On Argument List for Sept. Term, 1921, No 11.

Sept. 27, 1921, After due consideration a divorce is decreed as prayed.
Per Curiam.

Decree:- And now, to wit; Sept. 27, 1921, this cause came on to be heard on libel subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed; That the said Lulu Mae Sullivan be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Lulu Mae Sullivan, the libellant, and the said James H. Sullivan, the respondent; and that thereupon all and every the duties, rights and claims accruing to either the said libellant, or the said respondent, at any time heretofore in pursuance of said marriage, shall cease and determine.

And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married.

(See paper filed) Per Curiam.

Leland J. Culbertson
185
5-3-24
T. E. Hessritta

Harry b. Smearline
vs.
Bertha Smearline
Issued Jan. 12, 1921

Jax Twist (Atty pd) #	2.00
Shff. Snodgrass	1.60
Shff. Snodgrass on alias	5.40
Pro. Greeley	9.35
W.W. Henderson, Master	25.00
Effie M. Peffers	13.87
atty fee	3.00

Subpoena in Divorce and for custody of the three children of the parties, to wit, Helen, Frederick and Pearl.

And now, Jan. 12, 1921, subpoena awarded, Returnable to second Monday of February, 1921.
(Signed) Thos. J. Prather, P.J.

Subpoena returned: Feby 14, 1921. The within named respondent Bertha Smearline was not found in my bailiwick. So answers
James A. Snodgrass, Sheriff

March 25, 1921, Alias subpoena in divorce issued, returnable to the first Monday of May next.

Alias subpoena retd: Served the within subpoena in divorce on the respondent personally, on the 30th day of April, 1921, by delivering to her a true and attested copy of the same, and making known to her the contents thereof, as appears from affidavit as above. So answers, James A. Snodgrass, Sheriff

August 22, 1921, Answer of respondent filed

And now, Sept. 6, 1921, On motion of T. E. Hessritta, respondents Atty, the Court grant a rule on libellant to show cause why an order should not be made for alimony pendente lite, and for counsel fees, returnable 1st Monday of October next. Per Curiam. (See paper filed)

And now, Sept. 6, 1921, W.W. Henderson, Esq., is appointed Master in this case. By Hon. Thos. J. Prather, P.J. (See paper filed Nov. 7, 1921)

Feby 8 1922 Testimony and report of Master filed.

Now, February 14, 1922, the libellant by his attorney enters a rule on the respondent to show cause why a decree of divorce should not be entered herein, returnable to the fourth Monday of February, 1922, to wit, Feb. 27, 1922, at 10 o'clock A.M. (See Rule Doc. 12, page 562) Rule issued.

On Argt. List for Feb. Term, 1922, No 16.

Nov. 6, 1922. Report of W. W. Henderson, Esq. Master, presented in open Court and approved by the Court. (See report)

Now, Nov. 15, 1922, the libellant by his attorney enters a rule upon the respondent to show cause why a decree of divorce should not be entered herein. (See Rule Doc. 12, page 571) Rule issued.

On Argument List for Nov. Term, 1922, No. 8. Nov 27th Proof of service of rule filed.

Now, Nov. 27, 1922, This case came on for argument with counsel for libellant and for respondent present; whereupon counsel state that the taking of testimony in divorce was proceeded with upon the understanding that respondent should have counsel fees awarded, and counsel further state that they had agreed upon #35.00 as such fees; and therefore counsel fees of respondent is fixed at #35.00. (See Courts Argument List.)
Per Curiam.

Now, Dec. 4, 1922, After due consideration, a divorce is decreed as prayed, upon payment of Counsel fees as awarded by the Court. Per Curiam
(See back of Masters report filed)

Feby 2 1922 Rec'd of Harry Smearline Seven Dollars Shffs costs
V. L. Greeley Pro

Rec'd of Pro Greeley Seven Dollars in costs
2-3-1922
Jas A. Snodgrass Ex Shff

"

Feby 18 1922 Rec'd of Harry b. Smearline Fifty three and 22/100 Dollars all costs in above case
V. L. Greeley Pro

Feb 18 1922
Exd & Jax Twist docked
T. E. Hessritta Atty

Rec'd of Pro Greeley Feby 18/22 13.87 my fees.
Effie M. Peffers

Feby 18 1922 Rec'd of Pro Greeley Twenty five Dollars my fee as master
Wm. W. Henderson

Jan. 2nd 1923 Received my fees of #35.00 in this case.
T. E. Hessritta,
Atty. for respondent.

Continued on Page 5-3-6

Apthur L Bates
186

July 19, 1921 Recd from Plff. per atty #9.70, being Shffs. Costs.
V L Greeley, Prs

August 1st 1921
Rec'd my costs from Prs Greeley 9.70
Jas A Snodgrass Sheriff

Rec'd Sept 10-1921 my Rec'pt for 3.00
Richard V Bates
Rep to Atty

√ Clarence Bennett
vs
√ Lucile Bennett
Issued Janry 12, 1921.

Tax & writ (Atty fee) #	2.00
Shff. Snodgrass	1.60
Shff. Snodgrass 2nd	1.60
Shff. Snodgrass 3rd	6.50
Prs Greeley 8-14-21 paid	9.10
L Confirmation Master (paid by Lib.)	25.00
Atty	3.00

Subpoena in Divorce to declare void a bigamous marriage.

And now, January 12, 1921, subpoena awarded as prayed for, Returnable to next term. (Signed) Thos J Grather, P.J.

Subpoena returned: The within named respondent, Lucile Bennett was not found in my bailiwick. So answers
James A Snodgrass, Sheriff.

Feb. 15, 1921. Alias subpoena in divorce issued, returnable to first Monday of April next.

Alias subpoena returned: April 4, 1921. The within named respondent, Lucile Bennett, was not found in my bailiwick.
So answers, James A Snodgrass, Sheriff.

April 8, 1921, Order issued for publication of Sheriffs proclamation, returnable to Second Monday of May next.

And now, May 9, 1921, Made proclamation in above entitled case, according to law, and caused the same to be published in the Tribune-Republican, Meadville, Pa, a newspaper printed within my bailiwick, for four weeks successively prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached. So answers James A Snodgrass, Shff.

Now, May 10, 1921, L J Culbertson, Esq., is appointed Master in this case (See paper filed) Com issued.
By Hon. Thos. J. Grather, P.J.

May 13, 1921. Testimony and report of Master filed.

On Argument List for May Term, 1921. No. 35.

* On Argument List for Sept. Term, 1921, No. 25.

* Sept. 27, 1921, After due consideration a divorce is decreed as prayed.
Per Curiam

Decree:- And now, to wit, September 27, 1921, - This cause came on to be heard on libel, proclamation and testimony on the part of the libellant and the report of the Master thereon, and it appearing to the Court that the charge contained in the libel is sustained by the evidence, to wit, that the respondent had been lawfully married with one Ben Carroll on December 23, 1908, who at the time of the presentation of the libel was still living, and had never been divorced from respondent, etc., and thereupon consideration thereof, it is ordered, adjudged and decreed that the said supposed marriage contracted and celebrated between him, the said Clarence Bennett, the libellant, and the said Lucile Griffin Bennett, alias Lucile Griffin Carroll, the respondent, on the 15th day of December A.D. 1917, be and the same is hereby decreed and declared to be wholly null and void; and that thereupon all and every the duties, rights and claims accruing to either the said libellant, or the said respondent, at any time heretofore in pursuance of said supposed marriage, shall and do cease and determine. And the said Clarence Bennett, the libellant, shall be at liberty to marry again, in like manner as if he had never been married.

By the Court,
Thos. J. Grather, P.J.

(See paper filed)

W. J. Sirdevan
187

Kathleen Kerr
vs
John Gordon Kerr
Issued Jan. 14, 1921.

Jay Twit (Atty fd)	2.00
Shff Snodgrass,	4.00
J.J. Marron on Sub. -pd-	1.50
C.W. Benedick, Master pd 2-19-21	25.00
Pro. Greeley paid	7.10
Atty	3.00

Subpoena in Divorce.

And now, January 14, 1921, subpoena awarded, returnable to the Second Monday of February, 1921, the same being next term. (Signed) Thos. J. Prather, P. J.

Writ returned. James J. Marron, Constable of 1st W. Tarentum, makes affidavit: "that on the 22d day of Jan. 1921, at the City of Tarentum, Pa he personally served the within subpoena upon John Gordon Kerr, the respondent therein named by handing to the said John Gordon Kerr a true and attested copy thereof and at the same time making known to him personally, the full and entire contents thereof." (See affidavit on Subpoena)

And now, Feb. 14, 1921, C.W. Benedick, Esq. is appointed Master in this case.

(Sgd) Thos. J. Prather, P. J.

(See paper filed) bond issued

On Argument List for Feb. Term, 1921, No. 35

And now June 12 1924, Comes the Libellant and by her Attorney W. J. Sirdevan, and directs the Prothonotary to Enter a discontinuance of the above entitled action

Signed Kathleen Kerr
Libellant
W. J. Sirdevan
Atty for Plaintiff

(See paper filed)

188

Max Dick, Sr.
vs.
Tony M. Dick
Entered Jany 14, 1921.
Bro. Greeley (pd by Pf) 2.25

Of No. 200, May Term, 1915.
Amicable Scire Facias sur Judgment
It is agreed, That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said County and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Twelve hundred eighty-three and 45/100 Dollars, being the amount of debt, interest from June 14, 1915, and costs now due on the original judgment.

Debt # 1283.45
Int. from June 14, 1915
Judgment
D. Y. 146
W. D. Greeley, Prothy

Sept 3 1929 The above judgment Satisfied of record. (See paper filed)

189

Annual Report
of the County Auditor
for
the fiscal year
ending at 12 o'clock noon
January 3, 1921
Entered July 15, 1921.

Pro. Speedy 1.00

January 15, 1921. Auditors report filed in open Court and confirmed nisi.
Per Curiam.

Albert L. Thomas
190
O. Blare Kent

L. B. Holcomb
vs.
Orrin Penfield
Entered Jan. 18, 1921.

		#
Tax & entry (paid by Defts. atty)		1.50
Costs on Trans. (1.50 paid by D)		9.51
Pro. Greeley		7.75
Jury-fee		4.00
Atty		3.00
Defts bill of costs	#	116.70

Mch 12, 1923, Received from Defts. Atty # 4.00, being Jury-fee.
V. L. Greeley, Pro.

Appeal by Defts. from Judgment of A. L. Boynton, Alderman
Nov. 7, 1921, Plaintiffs statement of claim filed and service accepted by Defts. atty.
Nov. 28, 1921, Affidavit of defense and counter claim filed.
Dec. 9, 1921, Plaintiffs affidavit to Defts. counter statement filed.
On Trial List for 1st Monday of March, 1922, No. 9.
Feb. 27, 1921, Continued by consent.
On Fall Trial List, 1922, No. 20.
Dec. 13, 1922, Continued by consent.
On Trial List for 2d Monday of Jan. 1923, No. 27.
Jan. 17, 1923 Continued, Reshaner, Perkin
On Trial List for 1st & 4th Mondays of March, 1923, No. 9.
And now, March 8, 1923, Jury Selected and sworn as follows: 1-M. W. Kinney, 2-Fred Parker, 3-B. B. Moyer, 4-Arthur Krider, 5-H. L. Minium, 6 James Lawrence, 7-E. F. Miller, 8-Mrs. Frances Weisman, 9-Mrs. John Fulton, 10-Mrs. Nina Reischman, 11-L. E. Britton, 12-M. H. Berry, twelve good and lawful persons, who upon their solemn oaths which they have taken, say, March 10, 1923, they find for the defendant in the sum of Seven and 65/100 Dollars.
No. page 15.
Debt # 7.65-
Interest from March 10 1923
No- 15-
Judgment
V. L. Greeley Prothy
March 23 1923 Defendants bill of costs filed.

Otto Kohler

191

Rec'd of Jno. Greeley Fourteen dollars Costs $14.10 my costs
Jas A. Snodgrass Sheriff

The Humboldt Fire Insurance Company of Pittsburgh, Pennsylvania, a corporation, now use of Elmer P. Speer,

vs.

J. P. Thompson, deft. and Commercial Bank of Titusville, Pa., Garnishee.

Issued Janry 19, 1921

Jay Tyrit (paid by Atty)	2.50
Shff. Snodgrass	14.10
Pro Se suit	1.75

No. 249 November Term, 1920.
Attachment Execution.
Returnable to next term.

To levy and attach the debts, deposits, money, goods and chattels, rights and credits of and moneys due J. P. Thompson in the hands, possession and control of Commercial Bank of Titusville, Pa.

Now. Feb. 11, 1921 this case settled by use plaintiff direct.

Otto Kohler
Atty

Writ returned: Attached as herein commanded (See Sheriffs return at length on writ)

J. D. Roberts

192

Geo. F. Davenport

Arthur Willmarth, by Emma Willmarth, his mother and next friend, and Emma Willmarth, in her own right,

vs.

Erie Railroad Company.

Entered Janry 19, 1921.

Tax & Pro. Greeley (paid by Atty) # 4.00
Atty 3.00

Summons in an action of Trespass, returnable to first Monday of February next.

Now, Jan. 19, 1921, Geo. F. Davenport, Esq., appears for the Deft. above named, and waives the issuance of summons, to have the same force and effect as if a summons were issued, and duly returned by the Sheriff personally served upon the defendant.

Jan 19, 1921. Amicable Action and confession of judgment filed, to wit:

"Whereas, Arthur Willmarth, aged 19 years, son Emma Willmarth Plff. above named, of the City of Meadville, Crawford County, Pa., was on the 4th day of Dec., 1920, assisting in making repairs on an engine in the shop of defendant company in said city, said engine being used in Inter-State Commerce, resulting in injury to two of his fingers; and

"Whereas, Plaintiffs allege that said injury was caused by the negligence of the defendant company, which however is denied by said defendant; and

"Whereas, The defendant is willing to make a compromise settlement of the claim of plaintiffs for damages by the payment to them of the sum of Thirty-six Dollars ($36.00) and costs of this suit, which plaintiffs are willing to accept in settlement of their claim, as evidenced by the approval hereof signed by them;

"Now, therefore, In consideration of the premises, I appear for the above named defendant, and confess judgment against it and in favor of said plaintiffs, in the sum of Thirty-six Dollars ($36.00) and costs of suit, this 19th day of Janry, 1921."

(Signed) Geo. F. Davenport
Attorney for Defendant.

Now, Janry 19, 1921, the above statement of facts and confession of judgment are approved and accepted by us, the Plffs above named.

(Signed) Arthur Willmarth
By Emma Willmarth, his mother and next friend, and
Emma Willmarth in her own right

Witness: J. D. Roberts.

Debt # 36.00
Int. from Jan. 19, 1921.
Judgment
W. D. Greeley, Prothy.

Corp. f. 125.

Janry 19, 1921. The above judgment satisfied.
(See paper filed)

Albert L. Thomas
193
Deft. ffp.

Feby 16 1921 Rec'd of Plffs atty Three and 85/100 Dollars Shff + Prothy costs
V. L. Greeley Pro

Feby 16th 1921 Rec'd of Pro Greeley Two dollars fifty cents 2.50 in full of costs
James A. Snodgrass Sheriff

W. M. Roseberry
vs.
American Railway Express Company
Issued, Jany 20, 1921

Tax & writ (plff. pd)	$ 2.00
Shff. Snodgrass	2.60
Pro's	1.25
atty	3.00

Summons in Trespass, Returnable to first Monday of February next.

Writ returned: January 22, 1921, served the within writ on the within named American Railway Express Co by handing personally to H.S. Ayers agent in charge of the office in Meadville, Pa. a true and attested copy thereof and informing him of the contents. So answers
James A. Snodgrass, Shff

And now, Feb. 7, 1921, the appearance of the defendant is entered in this case. (See paper filed)

Now June 10, 1921, This case is settled of record
Albert L. Thomas

Thomas & Thomas 194	Samuel Brown and R. G. Dorrance, copartners doing business under the name of Brown-Dorrance Electric Company vs Jay Book Electric Company, Incorated, a corporation Issued Jan. 21, 1921 Tax & writ (paid) $ 2.00 Shff. Snodgrass, 3.50 Pro. Greeley 2.50 Atty 3.00	Summons in Assumpsit, returnable to first Monday of February next. Jan. 21, 1921 Affidavit that Plffs. claim exceeds $300.00 filed. Jan. 21, 1921. Plaintiffs statement of claim filed, and copy certified to Sheriff. Writ returned: And now, January 21, 1921, served the within writ on the within named Jay Book Electric Company, by handing a true and attested copy thereof personally to Jay Book, President of the Jay Book Electric Company, and by informing him of the contents, and at the same time handing him a certified copy of plaintiffs statement of claim. So answers James A. Snodgrass, Sheriff.

Feb. 7, 1921 Confession of judgment filed, the same being as follows:—

"And now, February 5, 1921, for the purpose of adjusting and compromising the above stated case, it is hereby agreed that the defendant shall and hereby does confess judgment in the above stated case, for the sum of Nine hundred ninety-nine and 53/100 ($999.53) Dollars, with interest thereon from June 7, 1920, and costs of suit, with a stay of execution thereon until March 15, 1921, and if one half of said judgment, interest and costs be paid by defendant on or before March 15, 1921, a further stay of execution be and is hereby granted until April 15, 1921."

(Signed) Jay Book Electric Company, Inc.
By Jay Book, President
Thomas & Thomas,
Attorneys for Plaintiff.

Debt $999.53
Int. from June 7, 1920.
Judgment
W. A. Greeley, Prothonotary.

Corp. fo. 134.

Fi. Fa. to No. 15 May Term, 1921.
June 18, 1921. The above judgment satisfied. (See Fi. Fa.)

O Blare Kent

195

C. Victor Johnson
Atty for Objectors

In re Incorporation of Most Worshipful King Solomon Grand Lodge, A.F. & A.M. of the State of Pennsylvania.
Entered Jan. 24, 1921
Fee 3.00
Geo. Greeley

Jan. 24, 1921. Certificate for Incorporation filed.

Mar. 7, 1921, Proofs of Publication and Notice of Application filed

Mar. 7, 1921, The within Certificate for Incorporation presented in open Court, whereupon a rule to show cause why said incorporation should not be decreed as prayed for is hereby granted. Returnable to First Monday of April next.

Per Curiam.

And now, April 4, 1921 On motion in open Court, the time for filing objections to the issuing of the charter as prayed for in said proceedings, is hereby extended to all persons who are interested and desire to appear and protest, until Monday April 18, 1921. Per Curiam. (See paper filed)

April 18, 1921. Protest of "The Right Worshipful Grand Lodge of Free and Accepted Masons of Pennsylvania" filed. Same day, "The Ahiman Rezon or Book of the Constitution of the Right Worshipful Grand Lodge of Free and Accepted Masons of Pennsylvania and Masonic Jurisdiction Thereunto Belonging", Edition of 1915 5915, published 1921, filed.

Jan. 2, 1922. Motion for leave to enter discontinuance of record and to withdraw from the files original petition, filed in open Court.

Order of Court: Now, Jan. 2, 1922, upon presentation of the foregoing motion in open Court, and after due consideration thereof, leave is hereby granted to the said petitioners to enter a discontinuance in the said stated case and authority to withdraw from the record their original petition filed, Jany 24, 1921, is hereby granted and allowed as prayed for. (See paper filed)

Per Curiam.

196

Stacia Hyde
vs
W. M. Hyde
Entered Jan 24, 1921

Pro. Greeley (pd by Dft) $2.25
Unpaid Original Costs:
Plff. 3.50
Pro. Mason 1.70
Shff. Wilcox 1.25
Atty Humes & Thomas 3.00
" Bates 3.00
" Roberts (2nd Sett 10/26) 3.00

Rec'd $13.23 Writ & Jdgt fee
Attest V L Bates

Feb. 13 1923 Received from Dept. #1.70, being Humes & Thomas #3.00 and Pro. Mason #1.70
V.L. Greeley, Pro

Of No. 70 February Term, 1916.
Amicable Scire Facias on Judgment

It is agreed, That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said County, and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Nineteen hundred sixty-eight and 17/100 Dollars, being the amount of debt interest (from Jany 12, 1916) and costs now due on the original judgment.

Debt $1968.17
Int from Jany 12, 1916
Judgment.
V.L. Greeley, Pro

Hy. fr. 107

Feb. 13, 1923 The above judgment satisfied. (See paper filed)

Leland J. Culbertson

197

March 29, 1921 Recd from Plffs Atty $6.20 being costs of Rec. Miller, Shff Snodgrass & Pro. Greeley, W.L. Greeley, Pro.

March 29-1921 Recd of Pro Greeley my check for Four dollars Seventy cents $4.70 Jas A. Snodgrass Sheriff

Minnie B.F. Liningar, Almina Reid, Executrix of the estate of G.W. Reid, deceased, and Mary Holzer, Executrix of the estate of Conrad Holzer, deceased,

vs.

Manda M. Davis and O.N. Davis, Mortgagors, and John A. Whitmore and Annie Whitmore his wife, real owners and terre tenants.

Issued Jany 26, 1921.

Tax twrit (atty paid)	$ 2.25
Rec. Miller Paid (E.B.F.)	.50
Shff. Snodgrass	4.70
Pro. Greeley	1.00

Scire Facias sur Mortgage recorded in Mortgage Book Volume 95 page 84; Returnable to first Monday of February, 1921.

Jan. 26, 1921. Statement of claim and affidavit as to title to land filed.

Writ returned: Feby 2, 1921, served the within writ on the within defendants John A. Whitmore and Anna Whitmore, by delivering to each a true and attested copy thereof, and on Feby 3, 1921, served the within writ on Mandy M. Davis and O.N. Davis, by handing a true and attested copy to each personally, also by informing each of the contents. So answers, James A. Snodgrass, Shff.

And now, March 29, 1921. Plaintiffs counsel reports this action settled and ended by satisfaction of the mortgage. W.L. Greeley, Pro.

FEBRUARY TERM, 1921

J. A. Boland

198

Borough of Cambridge Springs, Pa.
vs
David A. Whipple
Owner or reputed owner.
Issued Jany 26, 1921

	Jas Writ (paid) 2-10-21 #	2.25
Feb 9-1921	Shff. Snodgrass	5.40
Rec'd my costs	Pro. Greeley on lien (paid)	1.25
Fifty Dollars forty cents	atty	3.00
Jas A Snodgrass Shff	Sat	.20

No. 2 February Term, 1921, Mch Doc.
Scire Facias sur Municipal Lien filed Jany 26, 1921 and entered in Mechanics Lien Docket No. 5, page 529. Returnable to first Monday in March, 1921.
Jan 26, 1921. Affidavit of Plff's Solicitor filed.
Writ returned: January 31, 1921, served the within writ by handing personally a a true and attested copy thereof to David A. Whipple at his dwelling house Townville Pa. So answers James A. Snodgrass, Shff

This claim has been fully paid and satisfied and is now discharged from record
J. A. Boland
atty for Plff.

J. A. Boland

199

Watt & McClintock, for
N. N. Bertram, garnishee
N. N. Bertram, Cashier, garnishee.
2-8-21 V. L. G.

Shff. has sent bill for
his costs. 2/17/22

Feb 18, 1922 Recd from Shff.
J. J. Boland, Esq. Fee
Dollars, atty fee for Garnishee.
John O. Watt & J. McClintock
"

Feb 18 1922 Recd of
N. J. & A. Boland Sevens and
00/100 Dollars Shff &
Porting costs
V. L. Greeley Pro

Feby 18-22 Recd of
Greeley Six dollars
in full of all costs
Jas A Snodgrass

The First National
Bank of Cambridge
Springs, Pa.,
vs.
N. J. Morris, Deft.,
and Harry Morris,
Bessie Morris and
N. N. Bertram, Garnishees.
Issued, Janry 26, 1921.

Tax 1 writ (pd by Plff)	2.50
Shff. Snodgrass	6.60
Pro's	1.10
atty for garnishee pd	10.00

Of No. 109 May Term, 1919
Attachment Execution
Returnable to next term.
To levy and attach, the debts, deposits, goods and chattels, rights and credits and money due defendant, in the hands of Harry Morris, Bessie Morris and N. N. Bertram, and summon them as Garnishees.

Writ returned: January 27th 1921, served the within writ at 10.30 o'clock, Jan 27, 1921, at The First National Bank Cambridge Springs, Pa. they being the Bank in whose hands and possessions defendants moneys, chattels, rights and credits were. And then and there declaring in the presence of Joseph Hecker and R. A. Birchard, creditable persons of the neighborhood and my bailiwick, That I so attached moneys, credits, chattels and rights of the defendants, namely, a certain mortgage given by Harry Morris & Bessie Morris to N. J. Morris, amount $3492 64 dated Dec. 20th 1916, Recorded in Crawford County, Mortgage Book No. 94, Page 175 also check dated January 8th 1921, for $91 56 on National Bank of Sommerville. Also check dated Jan 8th 1921, for $200.00 on The First National Bank of Cambridge Springs, Pa.
And served this writ by handing N. N. Bertram, Cashier, also N. N. Bertram personally, a true and attested copy thereof personally and summoned him to appear as herein commanded as to defendants N. J. Morris, Harry Morris and Bessie Morris, and make return of "Nihil Habet."

So answers,

James A. Snodgrass, Sheriff.

FEBRUARY TERM, 1921

Thomas & Thomas
W. J. Sinderman
200
O. W. Benedict

May 9, 1921 Recd of W. J. Sinderman atty Fourteen and 70/100 Dollars Shff & Prothys costs
U. L. Greeley Pro

May 9th 1921
Rec'd of Ch Greeley Fourteen dollars seventy Cents in my Costs J. A. Snodgrass Sheriff

✓ Frank A. Stephan
vs.
✓ Benjamin Goldstein
Issued Jany 27, 1921.

Jas Swint (pd by Plff)	2.00
Shff. Snodgrass,	13.20
Pro Greeley 2 dcc	1.50

Summons in Trespass; Returnable to Second Monday of February, 1921
Feb 2, 1921 O. W. Benedict, Esq. appears for Deft. (See paper filed)
Writ returned: January 31, 1920, served the within summons on the within named Benjamin Goldstein, by handing him personally a true and attested copy thereof and by making contents known.
So answers James A. Snodgrass, Shff.

201

John G. Healy
vs.
O. P. Blakeslee
Entered Jany 28, 1921

Pro. Sprecley (Plff-pd) # 2.25
Original Costs 1.25

Of No. 250 February Term, 1916
Amicable Scire Facias sur Judgment
It is agreed That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued served personally on the defendant by the Sheriff of said County and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Four Hundred Dollars, being the Amount of debt, interest and Costs now due on the original judgment.

Debt #400.00
Int. from Jan. 12, 1920.
Judgment
W. L. Sprecley, Pro.

Bl. p. 85.

Oct 8 1923 The above judgment satisfied of record. (See paper filed.)

Arthur L. Bates

202

First National Bank of Conneaut Lake, Pa.
vs.
L. B. Dunham
Issued Janu 28, 1921
#
Jay Writ 2.25
Shff. Snodgrass 4.00

Foreign Attachment in Assumpsit, Returnable to first Monday of February, 1921. Bail to dissolve $2323.00.

To attach goods and chattels, moneys, credits in the hands or possession of the Keystone Fumus and Fertilizer Company, or any other person, and summon said Keystone Fumus & Fertilizer Company, or such other person as garnished.

Writ returned: Attached as herein commanded, on January 29, 1921, by declaring in the presence of W. H. Baird and F. M. Boswell, credible persons of the neighborhood and of my bailiwick that I so attached and levied on the debts, deposits, chattels, rights and credits of the defendant in the hands of Keystone Fumus & Fertilizer Company, and according to law I have added the name of Arthur L. Bates, trustee to this writ and making him one of the garnishees. At the same time I served this writ on S. W. Gehr, Secretary and Treasurer of the Keystone Fumus and Fertilizer Company, and Arthur L. Bates, Trustee, by handing personally to each a true and attested copy thereof and at same time summoned each to appear as herein commanded as Garnishees and by informing them of the contents. As to the defendant L. B. Dunham, I make return of Nihil habet

So answers. James A. Snodgrass, Sheriff.

Thomas & Thomas

203

George R. McCray who was assignee of D. Newton Kerr, who who was assignee of George B. Lauer
vs.
Mary A. Andrews and W. A. Andrews
Issued Jany 28, 1921

	#
Jas. & writ (paid)	2.25
Rec. Miller	.50
Shff. Snodgrass	13.60
Shff. Snodgrass mileage	1.60
Prs. Greeley	3.50
Atty	3.00

Scire Facias sur Mortgage recorded in Mortgage Book J. No. 2, Page 148; Returnable to next term.

Jany 28, 1921. Affidavit as to title to Land filed.

Writ returned: January 31, 1921, served the within writ on the within named Mary A. Andrews, by handing her personally a true and attested copy thereof at her dwelling house in the City of Titusville, Pa., and by informing her of the contents. As to William A. Andrews, I make return of "Nihil habet" So answers,

James A. Snodgrass, Sheriff.

Feb. 19, 1921, Alias Sci. Fa. sur Mortgage issued as to defendant, W. A. Andrews returnable to first Monday of March, 1921.

Alias writ retd. March 7, 1921, as to the defendant William A. Andrews, I therefore return this writ "Nihil habet." So answers, James A. Snodgrass, Shff.

And now, April 4, 1921, On motion of plaintiffs attorneys, judgment is entered in favor of plaintiffs and against defendants, for want of an appearance and for want of an affidavit of defense and judgment liquidated at the sum of Three Thousand One Hundred Sixty-two Dollars and Ninety-one Cents, with costs of suit. (See Rule Doc. 12, page 541)

Debt # 3,162.91
Int. from April 4, 1921.
Judgment
D. L. Greeley, Prothy

A. pages 67 & 70.

Lev. Fac. to No. 32 May Term, 1921.

May 5, 1921. The above judgment satisfied (See Lev. Fac.)

FEBRUARY TERM, 1921

204 b. Victor Johnson	Henry Bierworth and wife vs. Fred Ellsworth Entered Jany 29, 1921. Jas't entry (pd by Atty) 1.50 Costs on Trans. (pd) 11.45	Appeal by Deft. from Judgment of Clark B. Bole, Esq., Justice of the Peace.

J. A. Northam
205

Zella Florence Schneible
vs.
Joseph J. Schneible
Issued January 31, 1921.

Jay Ford Gibbony	2.00
Shff. Snodgrass	1.60
Shff. Snodgrass on alias	1.60
Shff. Snodgrass on Proc.	6.50
R. S. Peters, Master	
Pro. Greeley, Atty	

Subpoena in Divorce

And now, Jan. 31, 1921, subpoena awarded, Returnable to first Monday of March next.

(Signed) Thos. J. Spatheer, P. J.

Writ returned: March 7, 1921. The within named respondent Joseph J. Schneible, was not found in my bailiwick.

So answers James A. Snodgrass, Sheriff

March 25, 1921, Alias subpoena in divorce issued, returnable to first Monday of May next.

Alias subpoena returned: May 2, 1921, the within named respondent, Joseph J. Schneible was not found in my bailiwick.

So answers James A. Snodgrass, Shff.

June 14, 1921, Order for proclamation issued, returnable to first Monday of August next.

And now, Aug. 1, 1921,—I have made proclamation in the above entitled case according to law, and caused the same to be published in the Meadville Tribune-Republican, a newspaper printed within my bailiwick, for four weeks successively, prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached.

So answers James A. Snodgrass, Sheriff

And now, Sept. 6, 1921. Roy S. Peters, Esq. is appointed Master in this case. Per Curiam (See paper filed) Com. issued.

FEBRUARY TERM, 1921

Thomas & Thomas

206
Roy Peters 3/14/21

Feby 18 1921 Rec'd of Plff by atty Five and 27/100 Dollars Shff & Prothy Costs
V. L. Greeley Pro

Feby 18 Rec'd of Pro Greeley Fourdollars fifty cents my costs
Jas A. Snodgrass Sheriff

Ames-Burns Company, Incorporated,
vs.
Daniel A. Thomas and Alfred C. Hopkins partners doing business as D. A. Thomas and Company.
Issued, Janu 31, 1921

Tax writ (pd by Plff)	$2.00
Shff Snodgrass	4.50
Pro G.	1.00
atty	3.00

Summons in Assumpsit; Returnable to next term
Jan. 31, 1921. Affidavit that plaintiffs claim exceeds $300.00 filed
Jan. 31, 1921. Plaintiffs statement of claim filed.
Writ returned: Feb. 1, 1921, Served the within writ on the within named defts by handing a true and attested copy thereof together with a certified copy of Plaintiffs statement of claim, to Allen Thomas, bookkeeper for D. A. Thomas & Company, at their place of business in Saegertown, Pa
So answers James A. Snodgrass, Sheriff
Feb. 14, 1921. Affidavit of defense in the nature of a demurrer filed.

And now, Feby 18, 1921, this case discontinued and settled of record.

Thomas & Thomas
Attys for Plaintiff.

207	Venire for the 1st Monday of March, 1921. Issued Feb 3, 1921. Pro. Greeley 2.75	Venire to draw and summon 50 Traverse Jurors for the Court of Common Pleas to be held the First Monday of March next

FEBRUARY TERM, 1921

208	Venire for the 2d Monday of March 1921 Issued Feb 3, 1921 Fro. Greeley $2.75	Venire to draw and summon 50 Traverse Juror for the Court of Common Pleas to be held the Second Monday of March next.

FEBRUARY TERM, 1921

W. J. Sirdevan
2-09
S. Y. Rossiter d b e

April 12 1922
Rec'd of Pitts atty
thirteen and 60/100
Dollars Sheriff
and Prothys costs
V. L. Greeley Pro

April 22 1922 Rec'd
of Pro Greeley Eleven
and 60/100 Dollars
my costs
James A. Snodgrass, x

Edith N. Foss
vs.
John Barton Payne,
Director General and
Agent of Railroads of
the United States, and
The Pennsylvania Rail-
road Company.
Issued Feb. 4, 1921.

Tax writ (Atty fee)	2.00
Shff. Snodgrass	11.60
Pro Greeley	2.00
atty	3.00

Summons in Trespass, Returnable to the second Monday of February, 1921.

Now, Feb. 8, 1921, On motion in open court, leave granted S. Y. Rossiter, Esq. to appear de bene esse for defendant. (See paper filed.)

Writ returned: February 5, 1921, served the within writ on the within named defendants, by handing personally a true and attested copy thereof to A. B. Draught, agent in charge of the company at Spartanburg, Pa., also by informing him of the contents.

So answers James A. Snodgrass, Shff.

And now, April 12, 1922. The above entitled action is discontinued, the same having been settled by the parties thereto. (See paper filed.)

Otto Kohler
210

Garnishee pp.

W.S. Black
vs
Floyd R. McCabe, defendant, and Floyd R. McCabe, Executor of Cora McCabe, deceased, Garnishee.
Issued Feb. 4, 1921

Jas. Swirk (atty/pd) # 2.50
Shff. Snodgrass 2.60

Of No. 293 November Term, 1920.
Attachment Execution
To levy and attach the debts, deposits goods and chattels, rights and credits of and moneys due Floyd R. McCabe in the hands, possession and control of Floyd R. McCabe, Executor of Cora McCabe, deceased. Returnable to next term.

Writ returned: Attached as herein commanded this 4th day of February, 1921, and served the within writ at 3:30 P.M. above date, by declaring in the presence of Frank Boswell and J. A. Northam, Esq., credible persons of the neighborhood and my bailiwick, that I so attached deposits, moneys, rights, titles, chattels and credits of the within named defendant Floyd R. McCabe, the same service as to Floyd R. McCabe Garnishee and Executor of Cora McCabe, deceased, he being one and the same person; also, by handing him personally a true and attested copy of this writ, and summoned him to appear as herein commanded.

So answers James A. Snodgrass, Sheriff.

Feb. 7, 1921. Floyd R. McCabe as defendant, and as Executor of Cora McCabe, deceased, Garnishee, appears in his own proper person. (See paper filed)

Albert L. Thomas
211

May 5 1922 Rec'd of Jeff by atty Nineteen and 05/100 Dollars Shff 9-Proctys costs
T. L. Greeley Pro

May 8 1922 Recd of Fred Greeley nine and 70/100 Dollars my costs
Jas A Snodgrass

Fred Hart
vs.
Elizabeth Hart.
Issued Feby 4, 1921.

Tax writ (Atty fee)	2.00
Shff Snodgrass	1.60
Shff Snodgrass 2nd	1.60
Shff Snodgrass 2 Proc	6.50
Pro Greeley	9.35
Curtis L Webb, Master	25.00
Atty	3.00

Subpoena in Divorce.
And now, February 1, 1921, subpoena awarded, Returnable to first Monday of March, 1921.
(Signed) Thos. J. Grather, P. J.
Subpoena returned: March 7, 1921. The within named respondent Elizabeth Hart was not found in my bailiwick. So answers,
James A. Snodgrass, Shff.
April 21, 1921, Alias subpoena in divorce issued, returnable to first Monday of June next.
Alias Subpoena returned: June 6, 1921, the within named respondent Elizabeth Hart, was not found in my bailiwick
So answers James A. Snodgrass, Shff.
June 11, 1921, Order for proclamation issued, returnable to first Monday of August next.

And now, August 1, 1921, I have made proclamation in the above entitled case according to law, and caused the same to be published in the Bonneauville Burrier, a newspaper printed within my bailiwick, for four weeks successively, prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached. So answers James A. Snodgrass, Sheriff.
Now, Feb. 6, 1922 Curtis L. Webb, Esq. is appointed Master in this case. By Hon. Thos. J. Grather, P.J. (See paper filed) Com. issued.
May 5, 1922. Testimony and report of Master filed.
On Argument List for May Term, 1922, No. 15
June 15, 1922, After due consideration, a divorce is decreed as prayed. Per Curiam.
And now, to wit: June 15, 1922 this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence thereon, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed, that the said Fred Hart be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him the said Fred Hart the libellant, and the said Elizabeth Hart the respondent; and that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent, at any time heretofore in pursuance of said marriage, shall cease and determine: And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married.
See paper filed
Per Curiam

FEBRUARY TERM, 1921

Albert L. Thomas
212

W. H. Haury
vs.
Dorothy Metz Haury
Issued Febry 4, 1921

Jayhawk (Atty fd) #	2.00
J. W. Thomas on sdt.	3.00
Wesley B. Best, Master pd	25.00
Geo. Breeley 2-9-22 paid	7.35
Atty	3.00

Subpoena in Divorce
And now, February 1, 1921, subpoena awarded. Returnable to First Monday of March, 1921.
(Signed) Thos. J. Grather, P. J.

Subpoena returned. Served the within libel [Subpoena] upon the respondent, Dorothy Metz Haury, by handing her a true and attested copy thereof on the 26th day of February, 1921, in the City of Meadville, Crawford County, Pa. So answers J. W. Thomas
(See affidavit endorsed on Subpoena)

Now, Feb. 6, 1922, Wesley B. Best, Esq. is hereby appointed Master. Per Curiam (See paper filed)
Same day, Commission issued.

Feb 14 1922 Testimony and report of Master filed.
On Argt. List for Feb. Term, 1922, No. 17.
March 20, 1922, After due consideration, a divorce is decreed as prayed.

Per Curiam

Decree - And now, to-wit; March 20, A.D. 1922 this cause came on to be heard on libel, subpoena, subsequent proceedings and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed,

That the said W. H. Haury be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him, the said W. H. Haury, the libellant, and the said Dorothy Metz Haury, the respondant; and that thereupon all and every the duties, rights and claims accruing to either the said libellant, or the said respondent, at any time heretofore in pursuance of said marriage, shall cease and determine;

And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married.
(See paper filed)

Per Curiam

FEBRUARY TERM, 1921

Otto Kohler

213

Leland J. Cuthbertson atty
Feb. 19. 1921. V.L.G. Pro

Manufacturers Finance Co., a corporation
vs.
United Automotive Body Co, a corporation
Issued Feby 4, 1921

	#
Jas & writ (Atty fd)	2.00
Shff Snodgrass	8.40
atty	3.00
Pro fg	1.00

Summons in Assumpsit,
Returnable to next term.
Feb. 4, 1921. Statement of claim filed.
Writ retd. February 5, 1921, served the within writ on the within named company by handing a true and attested copy thereof together with a certified copy of plaintiffs statement of claim, to H. L. Rackliff, General Manager, and by informing him of the contents, at their place of business, at Springboro, Pa.
So answers James A. Snodgrass, Shff.
Feb. 19, 1921. Affidavit of defense filed.
Feby 24 1921, Motion for leave to discontinue and withdraw Statement of Claim and Affidavit of defense Motion Granted. (Per Curiam) See paper filed.
Now. Feb. 24, 1921, after motion and granting thereof I discontinue this cause.
Otto Kohler
Atty for Plff

Feby 24 1921 Rec'd of Pltff atty Twelve and 40/100 Dollars costs in this case.
V. L. Gruley Pro

Feby 24-1921
Rec'd of Pro Gruley eight-dollars forty cents my costs
Jas A Snodgrass Sheriff

Arthur L. Bates

214

Annie M. Benson, use of Joseph Greenwood, use of Elizabeth Delayney, now use of Joseph A. Roser

vs

Madora A. Smith and Harrison Smith, and A. D. Smith, Terre Tenant, also, Daisy Dora Linings, Greenville, Pa.

Issued Feb. 4, 1921.

Jay & Wirt (pd by Atty)	#	2.25
Rec. Miller		.50
Shff. Snodgrass		14.20
Shff. Snodgrass on al.		1.60
Gro. Greeley,		3.50
Atty,		3.00

Sci. Fa. sur Mortgage recorded in Mortgage Book B. No. 2, page 406

Returnable to first Monday of March next

Feb. 4, 1921. Affidavit as to title to land filed

Writ returned: Served the within writ by going to the within described property, on February 23, 1921; found no one in possession, so posted a true and attested copy thereof on the dwelling house, also by handing a true and attested copy thereof personally to Harrison Smith at the county farm, also by informing him of the contents on the 24th day of February, 1921, as to defendants Madora A. Smith, A. D. Smith and Daisy Dora Linings, I return, "Nihil habet." So answers

James A. Snodgrass, Shff.

May 21, 1921, Alias Sci. Fa. issued, returnable to first Monday of June next.

Alias writ retd: June 6, 1921, as to the within named defendants Madora A. Smith, A. D. Smith, and Daisy Dora Linings, I return Nihil habent.

So answers, James A. Snodgrass, Sheriff.

And now, to wit, Aug. 25, 1921, On motion of plaintiffs Attorney, judgment is entered against defendants for want of an appearance and for want of an affidavit of defense, on personal service of Harrison Smith and two returns of Nihil as to balance of defendants. Same day, judgment liquidated at the sum of Five hundred twenty-three Dollars Ninety-four cents, with costs of suit. (See Rule Doc. 12, p. 551)

Debt # 523.94

Int. from Aug. 25, 1921.

Judgment

V. L. Greeley, Pro.

Sppa. 215. 11, 208. L. p. 140.

Lev. Fac. to No. 5 Nov. Term, 1921.

"Oct. 10, 1921, I, Daisy Madora McClimans, hereby accept service of the within writ in place of Daisy "Linings"; and consent that judgment against Dora Linings may be entered against me in my true and correct name; and I hereby agree to the sale of said real estate on Lev. Fac issued on judgment already entered in this case."

Signed" Daisy MaDora McClimans"

(See alias Sci. Fa)

Mc page 128

Nov. 30, 1921 The above judgment satisfied. (See Lev. Fac)

215

Howard R. Bonower, use
of L.S. Blark.
vs
James A. G. Root
Entered Feb. 7, 1921

Pro. Greeley (not paid) $2.25
Original Costs: Plff 1.25

Of No. 155 November Term, 1915.
Amicable Scire Facias sur Judgment

It is agreed That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said County, and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of One Hundred Dollars, being the amount of debt, interest and costs now due on the original judgment.

Debt $ 100.00
Int. from Jan. 20, 1921.
Judgment
W. L. Greeley, Pro.

R. fr. 146.

FEBRUARY TERM, 1921

Donald B. Thompson 216	Petition of A.H. Stein and Gertrude Stein, his wife for the adoption of Howard Godwin as their child and heir Entered Feby 7, 1921 # Bro. Greeley (via Feb. 10, 1921) 2.00	Feb. 7, 1921, Petition with consent of Thomas B. Godwin, surviving parent, and supporting affidavits annexed, presented in open Court and filed. And now, February 7, 1921, Upon consideration of the foregoing petition, it appearing to the Court that the surviving parent of the said Howard Godwin has consented to the adoption prayed for, and the Court being satisfied that the welfare of the said Howard Godwin will be promoted by the said adoption, It is, on motion of Donald B. Thompson, Esq. for the petitioner, ordered and decreed that the prayer of said petition be granted and that the said Howard Godwin shall assume the name of the said A.H. Stein and be known as Howard Godwin Stein, and have all the rights of a child and heir of the said A. H. Stein and Gertrude Stein, and be subject to the duties of such child. Per Curiam (Signed) Thos. J. Brother, P. J. Feb. 7, 1921 Certified copy of decree issued to petitioners

FEBRUARY TERM, 1921

Leland J Culbertson

217

Petition of Walker J. Keen and Julia M. Keen, his wife, for the adoption of James Monroe McIntyre as their child and heir.
Entered Feb 7, 1921
Pro. Greeley (Pd Feb. 19, 1921) 2.00

Feby 7, 1921 Petition with consent of Laura McIntyre mother of child, and supporting affidavits annexed, presented in open Court and filed.

Decree:

Now, to wit, February 7, 1921, the Court upon consideration of the foregoing petition, being satisfied that the welfare of the said James Monroe McIntyre will be promoted by the adoption as prayed for in said petition, and the consent of the mother of said minor having been given thereto, do upon motion of Leland J. Culbertson, Esqr attorney for petitioners, grant the prayer of said petition, and do order and decree That the said James Monroe McIntyre shall assume the name of petitioners and be hereafter known and called by the name of James Monroe Keen and shall have henceforth all the rights of a child and heir of the said Walker J. Keen and Julia M. Keen, his wife, equally with any children which they may have, and shall be subject to the duties of such child, in accordance with the act of Assembly in such cases made and provided. Per Curiam.

(Signed) Thos. J. Brother, P. J.

Feb. 7, 1921. Certified copy of decree issued to petitioners.

Donald C. Thompson 2/18	↓ Dennis E. Malott and ↓ L. A. Malott vs ↓ W. J. Young Entered Feb. 7, 1921 Pro. Greeley (fi-sa-See Endse) 4.00 Appraisers-Pd by L.A. Malott 4.00 Sheff Endgrass on Rule,	Of No. 2 February Term, 1921, Ex. Doc. Feigned Issue And now, February 7, 1921, after having heard and considered the above rule and the parties therein interested, it is ordered and adjudged that the same shall be made absolute, and an issue formed in which Dennis E. Malott and L. A. Malott shall be plaintiffs and W. J. Young defendant. And the said claimants are hereby ordered to give bond in double the value of the goods and chattels claimed, in accordance with the provisions of the Act of Assembly in such case made and provided. Per Curiam. Decree: And now, February 28th, 1921, upon hearing the within motion, it is ordered and decreed that a judgment pro Pros. be entered in the above entitled case for want of a statement of claim and bond, and that the Sheriff shall proceed with the Execution and sell the goods, and that said Claimant shall be barred of any action against the Sheriff or any one acting by his authority. Per Curiam.

Donald b. Thompson

219

May 24 1933 First and final account of Judson Peterson Guardian filed showing balance due Estate and notice issued to Tribune publican that account will be finally confirmed - Second Monday of June next unless Exceptions be filed in the meantime

June 7, 1933 Proof of publication of notice of account, filed.

And now, to wit July 3, 1933, upon hearing the within petition, in open Court, and it appearing to the Court that an accounting has been duly filed by the Executor of the deceased Guardian, which has been duly advertised and finally confirmed, now therefore the prayer of the said petition is granted, and the sureties of the deceased guardian, namely: Garfield Peterson and Silas Peterson, are hereby released from further liability in the premises (see paper filed) Per Curiam

Petition of Carson Peterson

for

appointment of a Guardian of Delmer Peterson, aged 44 years, of Greenwood Township

Entered Feb. 7, 1921

Bro. Greeley (3-12-21 paid 3-17-21 paid) 3.80

Prs Q on sale of real Est 5/24/33 paid 3.00

Prs Q on acct + adv 8.00

Same day paid Trib $4.00

Prs Q on discharge 7/20/33 pd 2.50

Feb. 7, 1921. Petition presented in open Court and filed. B.P. 174

And now, February 7, 1921. It is hereby ordered that a hearing on the within application be and is hereby fixed for March 2, 1921, at 10 o'clock A.M., of which hearing ten days written notice shall be given personally to the said Delmer Peterson. Per Curiam

Feb. 7, 1921. Acceptance of service of petition and waiver of notice of hearing by 6 members of respondents family filed.

Mar. 2, 1921, Notice and Return of Service filed.

Decree

And now, March 2nd, 1921, after hearing the various proofs and allegations, presented to the said Court upon the oath of Garfield Peterson, Judson Peterson and Silas Peterson the said respondent, Delmer Peterson, being present in person; Judson Peterson is hereby appointed Guardian of the Estate of the said Delmer Peterson, who is hereby adjudged a weak-minded person and a ward of this Court. Said Guardian is to give bond in the sum of Three Hundred Dollars, with sureties to be approved by the Court.

Per Curiam.

March 2, 1921, Bond of Judson Peterson, Guardian, with Garfield Peterson and Silas Peterson as sureties in the sum of $300.00 approved by Thos. J. Prather, P.J. & filed.

Mar. 2, 1921, Petition of Guardian for leave to sell ward's interest in real estate at private sale, filed.

Decree

And now, to-wit: Mar. 2, 1921, upon hearing the within petition and the Court being of the opinion that such decree will be to the interest and advantage of said ward, and without prejudice, to any trust, charity or purpose, for which the real Estate is held, and without violating any law conferring immunity from sale or alienation. It is hereby ordered, adjudged & decreed that the said Judson Peterson, Guardian of Delmer Peterson, make private sale of the undivided one-sixth interest of the said Delmer Peterson, in and to the said described real estate, to the said Silas Peterson, for the price or sum of One Hundred and Fifty ($150.00) Dollars (being his proportionate one-sixth part of the Entire purchase price of Nine Hundred Dollars), and make, Execute & deliver to the said Silas Peterson a good and sufficient deed of conveyance of his said interest. This order to be effective upon the said Judson Peterson, Guardian, entering into a bond in the sum of Three Hundred ($300.00) Dollars, with good and sufficient sureties to be approved by the Court.

Per Curiam.

(See papers filed.)

Thomas & Thomas

220

Jan 26 1922 Recd of Guardian J.D. Barr Thirty one and 50/100 Dollars Pro Greely & attys Costs
V. L. Greely, Pro

Jany 26, 1922, Recd of V.L. Greeley, Pro. Twenty-five ($25) being our fees as per order of court in above case.
Thomas & Thomas
By Paul E. Thomas.

Feb 28 1923 Recd of J.D. Barr Guardian Eight and 50/100 Dollars cost on acct & adv account
V-L Greeley Pro

Petition of Helen W. DeSoudres for appointment of a Guardian of Louisa R Higgins aged 82 years, a resident of the City of Meadville as a person of weak mind
Entered Feb. 7, 1921.

Pro. Greeley	3.00
Pro. Spruce	3.50
attys Thomas & Thomas	25.00
Pro G on acct	5.50
adv acct	3.00

Feb. 7, 1921. Petition presented in open Court and filed. A. P. 183.

And now, February 7, 1921, upon presentation of the within petition Monday the 28th day of February 1921, at 1:30 o'clock P. M. is fixed for hearing this application; and it is directed that ten days written notice thereof be given to Louisa R Higgins and to the other members of her family residing within the jurisdiction of the Court. Per Curiam

Feb. 17, 1921. Proof of service of notice of hearing upon respondent and Charles Higgins, filed.

Decree: And now, March 2, 1921, upon hearing had on the within petition it is found that the respondent, Louisa R. Higgins is so mentaley defective or feeble minded that she is unable to take care of her property and in consequence thereof is liable to dissipate or lose the same and become the victim of designing persons, and that J.D. Barr, is hereby appointed Guardian of the said Louisa R. Higgins. Bond required in the sum of $1000

Per Curiam

March 2, 1921, Bond of J.D. Barr, guardian, with Chas. E. Higgins as surety, in the sum of $1000, approved by the Court and filed.

Oct. 3, 1921. Petition of Guardian to make private sale of real estate presented in open Court and filed.

Now, to wit, October 3, 1921, the preceding petition being presented in open Court, after due consideration of the same and the affidavits attached thereto, the Court being of the opinion that it is necessary for the support and maintenance of the said Louisa R. Higgins and for the payment of her debts, and that it is for the best interest and advantage of said ward that said real estate should be sold, and the Court being of the opinion that under the circumstances a better price can be obtained for same at private than at public sale, it is ordered and decreed: That the said Guardian, J.D. Barr, is hereby authorized and directed to sell at private sale unto R. E. Bourquin, the within described real estate, to wit: That certain lot known as No. 424 Randolph Street, bounded and described as follows: On the north by Randolph Street; on the east by lot of H.J. Vernier; on the south by an alley; and on the west by lot of Bares et al, being a lot 50x200 feet, and having erected thereon a frame house, at and for the sum of $3800, said purchase price to be paid to the guardian, J.D. Barr, upon delivery of the deed. And before said sale is concluded, the said guardian is to give an additional bond, with good securities to be approved by the Court, in the sum of Forty-five hundred Dollars (See petition filed) Per Curiam.

Continued on page 584

FEBRUARY TERM, 1921

W. J. Sirdevan

221

June 6 1921 Rec'd of W. J. Sirdevan atty Inv and 5 9/100 Dollars costs
V. L. Greeley Pro

Sept 9 1924 Rec'd of W. J. Sirdevan Seventeen and 30/100 Dollars costs adv acct V. Greeley Pro

Petition of Frank J. Corrigan for the appointment of a Guardian of Ellen Corrigan widow of Thomas Corrigan, late of the City of Titusville, deceased as a person of weak mind. Entered Feby 7, 1921.

	#
Pro. Greeley,	3.00
Geo. Brown on notice & Fair	2.15
Pro. Greeley, copy for records	4.00
Pro G on sale of real est	5.00
Pro G on acct 9-9-24	3.00
Pro G adv acct pd Sewall	4.80

Feb. 7, 1921. Petition presented in open court and filed. 6 p. 256

And now, February 7, 1921, the foregoing petition having been presented in open Court and duly considered, it is hereby ordered that a hearing in this matter be held before this court on the 28th day of February, 1921, at 11 o'clock A.M., and that ten days written notice of the hearing be given to the said Ellen Corrigan and to the members of her family residing within the jurisdiction and by registered mail upon the members of her family residing without the jurisdiction of this court.

Per Curiam.

Feb. 28, 1921. Proofs of service of notice on respondent and her next of kin filed.

And now, February 28, 1921, after careful consideration of the testimony of petitioner and his witnesses, and it appearing that the said Ellen Corrigan cannot be personally produced in court with safety to herself, the Court finds that the said Ellen Corrigan owing to weakness of mind, is not able to take care of her property, and hereby appoints Rose A. Rees of Titusville Pa, guardian to take care of the property of the said Ellen Corrigan; said guardian to enter security in the sum of Two Thousand Dollars. Per Curiam. (See paper filed)

March 3, 1921, Bond of Rose A. Rees, guardian, with United States Fidelity and Guaranty Co. as surety, in the sum of $2000.00 approved by Hon Thos J. Prather, P.J. and filed.

April 4, 1921, Petition of Guardian for authority to make private sale of his ward's interest in certain real estate situate in Cherrytree Township, Venango County, Pa., therein described at length, presented in open court and filed.

And now, April 4, 1921, the foregoing petition having been duly presented and considered, and it appearing to the Court that it is to the best interest and advantage of the above named Ellen Corrigan that her interest in the real estate described in the foregoing petition be sold to the said Margaret Gregg at private sale, for the price or sum of Five hundred sixteen and 67/100 Dollars, ($516.67) as her share thereof, it is ordered, adjudged and decreed That the said Rose A. Rees, Guardian of the estate of the said Ellen Corrigan, be and she is hereby authorized and empowered to join with the other parties in interest in the sale and conveyance of the said real estate, to the said Margaret Gregg upon receipt of the said Margaret Gregg upon receipt of the purchase money, provided a like order is first procured from the Court of Common Pleas of Venango County, Penna, in the jurisdiction of which court the said land is situate.

—Continued on margin.—

It is further ordered that the said Guardian enter security for the faithful application of the proceeds of said sale in the sum of One Thousand Dollars: $1000.00 to be approved by the Court.

(See paper filed) Per Curiam.

April 4, 1921. Bond of Guardian on sale of real estate, with United States Fidelity and Guaranty Co. of Baltimore, Md. as surety, in the sum of $1000.00, approved by the Court and filed.

Same day, Exemplification of Petition and order for sale of real estate issued.

Record Continued on page 230

FEBRUARY TERM, 1921

Albert L Thomas
222

Sept 7 1922 Recd of Pelf by attorney Nineteen and 55/100 Dollars Shff & Prothys Costs
U. L. Greeley Pro

Sept 19-22
Recd 2 Prs Greeley Nine Dollars seventy cents on my Caafo-
Jas A Snodgrass

D. F. Ralston
vs
Stella Ralston
Issued Feby 8, 1921.

Tax & writ (pd by atty)		2.00
Shff. Snodgrass		1.60
Shff. Snodgrass on alias		1.60
Shff. Snodgrass on pur.		6.50
Master (paid)		25.00
Pro Greeley		9.85
atty		3.00

Subpoena in Divorce, Returnable to first Monday of April next.

And now, February 7, 1921, subpoena awarded, Returnable to first Monday of April, 1921 (Signed) Thos. J. Prather, P. J.

Subpoena returned: And now, April 4, 1921.- The within named respondent, Stella Ralston, was not found in my bailiwick.

So answers, James A. Snodgrass, Sheriff

April 21, 1921. Alias subpoena in divorce issued, returnable to first Monday of June next.

Alias Subpoena returned: June 6, 1921. the within named respondent Stella Ralston, was not found in my bailiwick.

So answers, James A. Snodgrass, Sheriff

June 11, 1921, Order issued for publication of Sheriffs proclamation; Returnable to first Monday of Aug. next.

And now, August 1, 1921, I have made proclamation in the above entitled case according to law, and caused the same to be published in the Connellsville Courier, a newspaper printed within my bailiwick, for four weeks successively, prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached.

So answers James A. Snodgrass, Sheriff.

Sept. 5, 1922. Don C. Thompson, Esq. is appointed Master in this case, by Hon. Thos. J. Prather, P.J. (See paper filed.)

Sept. 8, 1922. Testimony and report of Master filed.

On Argument List for Sept. Term, 1922, No. 18.

Oct. 18, 1922, After due consideration, a divorce is decreed as prayed. Per Curiam.

Decree:- And now, to wit; October 18, 1922, this cause come on to be heard on libel, subpoena, subsequent proceedings, & evidence therein duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed;

That the said D. F. Ralston be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him, the said D. F. Ralston, the libellant, and the said Stella Ralston, the respondent; and that thereupon all and every the duties, rights and claims accruing to either the said libellant, or the said respondent, at any time heretofore in pursuance of said marriage, shall cease and determine;

And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married.

(See paper filed)

Per Curiam.

Wm Blyriffen
223

F. von Jacky
vs.
Alice A. Simmons
Entered Feby 8, 1921

Geo. Greeley 2-22-21 paid 2.25
Atty 3.00

Of No. 262 May Term, 1915.
Amicable Scire Facias sur Judgment.
It is agreed That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said county and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note for the sum of Four Hundred fifty-three and 38/100 Dollars, being the amount of debt, interest and costs now due on the original judgment.

Debt 453.38
Int. from Feb. 3, 1920

Si. page 132

Judgment
V. L. Greeley, Pro

am Sci Fa no 6 may Tm 1930

Victor Johnson

224

Thomas & Thomas atty
Feb. 14, 1921.

Feb. 28, 1921 Recd from Pipps atty $8.00, being Shff. Snodgrass $3.50, Pro. Greeley $1.50 & atty $3.00
U.L. Greeley, Pro.

March 9-1921
Recd of Pro Greeley my costs- Three dollars and fifty cents-
Jos A Snodgrass Shiff

Lulu Lemon, now to the use of G.L. Gregory
vs
Ollie Shaw
Issued Feby 8, 1921.

Tax & writ (pd by pltff)	2.25
Shff Snodgrass	3.50
Pro Greeley	1.50
Atty	3.00

Foreign Attachment in Assumpsit
Returnable to first Monday of March next. Bail to dissolve, $1,000.00

To attach all and singular the goods and chattels, lands and tenements rights and credits of the defendant, in whose hands soever they may be and summon them as garnishees, and especially attach all sums due by the New First National Bank of Meadville, Penna, to the defendant, and all property in its hands belonging to said defendant, and summon it as garnishee.

Writ returned: Served the within writ by going to the New First National Bank of Meadville, Pa., on the 8th day of February, 1921, at 2:45 o'clock P.M., in the presence of A.F. Miller, assistant cashier of the above bank, and then and there in the presence of Dr. N.B Landon and De Pascale creditable persons of the neighborhood and of my bailiwick, declared that I so attached moneys, credits, chattels and rights of the within deft. I then served a true and attested copy of this writ, by handing personally to A.F. Miller as Garnishee and summoned him to appear as herein commanded. Also, on the above date at 4:30 o'clock P.M., by handing a true and attested copy thereof to the deft Ollie Shaw, and summoned her to appear as herein commanded Also by declaring in the presence of J.D Snyder and Walter Jones, that I attached moneys, credits, chattels, and credits of the within defendant, the above witnesses being creditable persons of the neighborhood and of my bailiwick. So answers, James A. Snodgrass, Sheriff.

And now, Feb. 14, 1921, By leave of court, Thomas & Thomas appear de bene esse for the deft. Per curiam. (See paper filed)

And now, Feb. 14, 1921, rule to show cause why the writ in the above stated case should not be quashed or the attachment dissolved, is hereby granted. Returnable and for hearing on the 28th day of Feb. 1921, at 10 o'clock A.M. Per curiam. (See paper filed)

On Argument List for Feb. Term, 1921. No. 5.

Feb. 28, 1921. Reported discontinued by plaintiffs counsel, therefore Rule discharged at costs of plaintiff. Per curiam.

And now, Feby 28- 1921, Comes Deft. By her atty- and discontinues the case and acknowledges
C. Victor Johnson
Atty for Deft

225

Amy B. Adams
vs.
Mrs. Esther Moore
Entered Feb. 9, 1921

Pro. Greeley (fraud and in judgment debt) 225

Of No. 6 May Term, 1916.
Amicable Scire Facias sur Judgment.
It is agreed That the Prothonotary of said Court enter an amicable Scire Facias upon the above judgment with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said county and duly so returned, and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note for the sum of One Hundred and ten and 68/100 Dollars, being the amount of debt, interest to Oct. 13, 1920, and costs now due on the original judgment.

Debt $110.68
Int. from Oct. 13, 1920
Judgment
V.D. Greeley, Prothy

M.P. 161.

226

Amy B. Adams
vs.
Ora Blanche Lauer, Esther Maude Konrad, (Esther Maude Agaryn, now) and Mayme Belle McMichael.
Entered Feb. 9, 1921

Bro. Greeley (paid and charged in judgt. debt) # 2.25

Of No. 7 May Term, 1916.
Amicable Scire Facias sur Judgment.
It is agreed That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said county, and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendants with all the waivers and conditions contained in the original judgment note, for the sum of One hundred six and 23/100 Dollars being the amount of debt, interest to Oct. 16, 1920 and costs now due on the original judgment.

Debt # 106.23
Int. from Oct. 16, 1920.
Judgment
W. L. Greeley, Pro.

Lp. 104; Ap. 80; K.p. 106; Mc.p. 80.

July 27, 1923 Received satisfaction in full of above judgment, debt, interest and costs, and the Prothonotary will mark same satisfied as well as original & former revivals Amy B Adams

FEBRUARY TERM, 1921

Otto Kohler

227

Petition of
Phebie Bennett,
wife of John L. Bennett
for
leave to become a
Feme Sole Trader
Entered Feb. 9, 1921

Pro. Greeley (paid Feb 3/21) 3.00

Feb. 7, 1921. Petition presented in open Court.

And now, February 7, 1921, upon presentation of the foregoing petition by Phebie Bennett, wife of J. L. Bennett, praying that she may be decreed a feme sole trader, it is ordered that a hearing be had on said petition on the 28th day of February, A.D. 1921, at 10 o'clock A.M. Notice to be given by advertisement for two consecutive weeks. Per Curiam. (See petition filed)

Feb. 28, 1921, Proof of Publication filed.

Decree.

And now February 28, 1921, Phebie Bennett residing in Kerrtown, Vernon Township, Crawford County, Penna., wife of John L. Bennett having presented her petition as Entered to the above number and term praying that she may be decreed a feme sole trader and after publication of notice thereof, hearing thereon and testimony taken, it appearing upon good and sufficient proof that all marital relations between her the said Phebie Bennett and John L. Bennett her husband have ceased and the said John L. Bennett for one year and over has deserted and separated himself from his said wife, and that she has maintained herself by her own Efforts and further that he has not supported or contributed towards her support, she the said Phebie Bennett is hereby declared and adjudged a feme sole trader and all her property real and personal however acquired shall be henceforth subject to her free and absolute disposal during life or by will without any liability to be interfered with or obtained by said John L. Bennett husband of said petitioner, and further in case of intestacy of said petitioner all her said property shall go to her next of kin as if he the said John L. Bennett were previously dead.

(See paper filed) Per Curiam.

228

In re Crawford County Law Library

Annual Report of Committee for the year 1920.

Entered Feby 10, 1921.

Pro. Greeley 2.00

Order of Court.

Now, February 10, 1921, in consideration of within report and the current needs of the library, the County Commissioners are directed to appropriate $900 Nine Hundred Dollars for the maintenance of the Crawford County Library; which sum does not include extra shelving that may be needed. Per Curiam.

Feb. 10, 1921 Certified copy of order issued to County Commissioners and to Committee

FEBRUARY TERM, 1921

229 O. Blare Kent	A. M. Ralston vs. L. L. McLean and Mrs. L. L. McLean (Sarah E. McLean), his wife. Entered Feb. 14, 1921. Jay Fentry (pd by Def.) 1.50 Costs on Trans. 7.00	Appeal by Defendants from the judgment of E. D. Batcher, Esq., Alderman.

In the Matter of the Estate of Ellen Corrigan, a person of weak mind.

Record continued from page 221 of No 221, Feb. term 1921.

Order Authorizing Guardian to join in sale.

And now, June 6th, 1921, the foregoing petition of Rose A. Rees, Guardian of the estate of Ellen Corrigan, a weak minded person, having been duly presented and considered, and it appearing to the Court that it is to the best interest and advantage of the said Ellen Corrigan that her interest in the real estate described in the foregoing petition be sold to the said Edwin H. Dreibelbis, and Myrtle R. Dreibelbis, his wife, at private sale for the said price or sum of One Thousand ($1000.00) Dollars for her share, or one-third of the purchase price, it is

Ordered, adjudged and decreed, that the said Rose A. Rees, Guardian of the estate of the said Ellen Corrigan, be, and she is hereby authorized and empowered to join with the other parties in interest in the sale and conveyance of the said real estate to the said Edwin H. Dreibelbis and Myrtle R. Dreibelbis, his wife, upon receipt of the purchase money, so that said conveyance shall vest in the purchasers a fee simple title indefeasible by any party or persons having a present or expectant interest in the premises, and that the said purchasers shall be unprejudiced by any error in the proceedings of this court, and in all other respects take title according to law.

It is further ordered that the said Rose A. Rees, Guardian as aforesaid, enter security for the faithful application of the proceeds of said sale, in the sum of Two Thousand Dollars, to be approved by the Court; and that said Guardian make due return to the Court of said proceedings and sale. Per Curiam

(See paper filed.) V. L. Greeley, P.J.

continued on page 5444

June 6, 1921, Bond of Rose A. Rees, Guardian, on sale of real estate, with United States Fidelity & Guaranty Company as surety, in the sum of $2000.00, approved by the Court & filed.

Aug 21 1924 First account of Rose A Rees Guardian filed showing balance due estate of $1544.64 and Notice issued to Titusville Herald that account will be finally confirmed on Second Monday of Sept next unless Exceptions are filed in Meantime

Sept. 8, 1924. Proof of publication of notice of account filed, and no exceptions having been filed to said account, the same is allowed and finally confirmed. Per Curiam.

And now, Sept. 8, 1924, the petition of Guardian for release from and cancellation of certain bonds having been duly presented and considered, and it appearing to the Court that it would be an unnecessary expense and hardship upon the estate of the said Ellen Corrigan to continue in force the said

A. M. Fenner
1

Jennie Platt
vs
R. D. Thompson
Entered Feby 14, 1921.

Geo. Greeley (pd by Pft.) 2.25
Atty 3.00

Of No. 127 November Term, 1915
Amicable Scire Facias sur Judgment
It is agreed that the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said County and duly so returned, and that a judgment be entered against him in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Three hundred one and 25/100 Dollars, being the amount of debt and costs now due on the original judgment; with interest from Nov. 19, 1920.

Debt $301.25
Int. from Nov. 19, 1920.
Judgment
V. E. Greeley, Prothy

I. P. 77.

Feb. 4, 1926 Amicable Sci. Fa. to No. 143 Feb. Term, 1926.

MAY TERM, 1921

Thomas & Thomas 2	v. Petition of Lochranton Telephone Company, a corporation, for leave to surrender its charter rights as a telegraph company. Entered Feb. 15, 1921 Pro. Speeley 4-20-21 paid 5.00	Feb. 15, 1921. Petition presented in open court and filed. And now, Feb. 15, 1921, the foregoing petition having been presented and filed in open court, upon consideration thereof, it is ordered and decreed that the said corporation be heard on the 7th day of March, 1921, at ten o'clock A.M. and that notice of such petition and application and of the hearing thereupon be published in two newspapers in the County of Crawford, publication to be made weekly in each paper for a period of three weeks. Per Curiam. March 7, 1921, Proofs of Publication and Notice of Application filed in open Court. March 7, 1921, upon hearing the foregoing case is continued to Monday March 1921, at ten o'clock, a.m. Per Curiam.

April 4, 1921. Certificate of Auditor General, State Treasurer and Attorney General to the full payment of taxes due Commonwealth, filed.

And now, April 4, 1921, the petition in the above stated case having been presented and read, and it appearing from the affidavits duly filed that according to the order of this Court heretofore made, notice of the said petition and application has been given by publication thereof in two newspapers published in the County, in which the principal operations of the corporation are conducted and its principal office is located, and it further appearing from the certificate of the Auditor General, State Treasurer and Attorney General, duly filed, that the petitioner has paid all taxes due by it to the Commonwealth of Pennsylvania, and the Court being satisfied that the prayer of said petitioner may be granted without prejudice to the public welfare or the interests of the stockholders, - it is ordered, adjudged and decreed that all the charter rights of the said corporation, the Lochranton Telephone Company, which it has heretofore possessed as a telegraph company, be and the same are hereby surrendered, cancelled and annulled, and that all and singular its franchises, privileges and powers as a telegraph company, be and are hereby extinguished forever without, however, interfering with or impairing the rights, privileges and franchises of said company as a telephone company. Provided that this decree shall not go into effect until a certified copy thereof be filed and recorded in the office of the Secretary of the Commonwealth. Per Curiam.

(See paper filed) (Signed) Thos. J. Brather, P.J.

April 4, 1921. Two certified copies of decree issued.

3

S. F. Hazen
vs
Mary E. Clifford
M. D. Clifford
Entered Feb. 16, 1921
Pro. Greeley (2-18-21 # paid) 2.25

Of No. 175. November Term, 1915.
Amicable Sci Fa sur Judgment
It is agreed That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said County, and duly returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Seventeen hundred sixty-five Dollars, being the amount of debt interest and costs now due on the original judgment.

Debt # 1765.00
Int. from Dec 3, 1920.

Judgment
V. D. Greeley, Prothy.

C. Pp. 190457.

Am Sci Fa No 122 Feby Term 1926

L. W. Benedict 4	International Display Company vs Kerr Milling Company Issued Feb. 17, 1921 Jay & writ (Atty fd) # 2.00 Shff. Snodgrass 12.20	Summons in Assumpsit; Returnable to First Monday of March next. Writ returned Feb. 19, 1921, served the within writ on the within named company, by handing a true and attested copy thereof to Mr. F. B. Kerr, Manager of the Kerr Milling Company at his office in Oil Creek Township. So answers James A. Snodgrass, Sheriff

V & C. W Benedict 5	Buffalo Box Factory vs. Kerr Milling Company Issued Feb. 17, 1921. Tax Writ (Atty fee) $ 2.00 Shff. Snodgrass 12.20	Summons in Assumpsit: Returnable to First Monday of March next. Writ returned: Feb. 19, 1921, served the within writ on the within named company, by handing a true and attested copy thereof to W. F. C. Kerr, Manager of the Kerr Milling Company at his office in Oil Creek Tp. So answers - James A. Snodgrass, Shff.

Geo. Eldred 6	Mary A. Manning vs. Joseph Frances Manning Issued Feb. 19, 1921	Subpoena in Divorce. And now, February 19, 1921, subpoena awarded as prayed for, returnable to first Monday of April next. Sgd Thos. J. Grather P.J. Writ returned. Served the within subpoena in divorce on the respondent personally on the 5th day of March, 1921, by delivering to him a true and attested copy of the same, and making known to him the contents thereof, as appears from affidavit as above. So answers James A. Snodgrass, Sheriff.
	Tax & writ (Atty fd) 2.00 Shff. Snodgrass, 10.90 W. J. Sirdevan, Master Prothy 3.50 Atty	And now, April 4, 1921, W. J. Sirdevan, Esq. appointed Master in this case. (See paper filed) By Hon. Thos. J. Grather, P.J. Same day, commission issued.

Thomas + Thomas
7

Sept. 15, 1921, Received from libellant per attys 18.80, being Sheriffs and Pros. costs.
D.L. Greeley, Pro.

Sept. 15, 1921, Received from Pro. Greeley $9.70, being Sheriffs Costs
Jos A Snodgrass Sh'ff

Ethel N. Miller
vs.
Robert A. Miller
Issued Feb. 21, 1921

Tax & writ (pd by Lib.)	2.00
Shff. Snodgrass	1.60
Shff. Snodgrass on alias	1.60
Shff. Snodgrass on proc	650
John Schuler, master-paid	25.00
Pro. Greeley	9.10
Atty	3.00

Subpoena in Divorce
And now, February 21, 1921, subpoena awarded, Returnable to first Monday of April, 1921.
(Signed) Thos. J. Prather, P.J.

Subpoena returned: April 4, 1921. The within respondent, Robert A. Miller was not found in my bailiwick.
So answers James A. Snodgrass, Sheriff.

April 5, 1921. Alias subpoena in divorce issued, returnable to second Monday of May next.

Alias subpoena returned: May 9, 1921. The within named respondent, Robert A. Miller, was not found in my bailiwick. So answers James A. Snodgrass, Shff.

And now, May 9, 1921 Order for proclamation issued, returnable to first Monday of July next.

And now, July 5, 1921 I have made proclamation in the above entitled case according to law, and caused the same to be published in the Spartanburg Sentinel, a newspaper printed within my bailiwick, for four weeks successively, prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached.
So answers James A. Snodgrass, Sheriff.

And now, July 5, 1921. John Schuler, Esq. is hereby appointed Master to take testimony and make report in this case. Per Curr.
(See paper filed) Com. issued.

July 21, 1921. Testimony and report of Master filed.
On Argument List for Sept. Term, 1921, No. 12.

Sept. 27, 1921, After due consideration, a divorce is decreed as prayed, at cost of respondent. Per Curiam.

Decree:- And now, to wit: Sept. 27, 1921, this cause came on to be heard on libel, subpoena, subsequent proceedings and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed:

That the said Ethel N. Miller, be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Ethel N. Miller, the libellant, and the said Robert A. Miller, the respondent; and that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent, at any time heretofore in pursuance of said marriage, shall cease and determine;

And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married. Per Curiam.

(See paper filed)

Otto Kohler

v

Albert L. Thomas
March 30, 1921.

Oct. 19, 1922, Received from Plff. $11.25, being Sheriffs and Prothys costs in this case.
V.L. Greeley, Pro.

Oct 26-22 Rec'd of Pro Greeley three dollars fifty cents my costs
Jas A Snodgrass

Suburban Electric Development Co., a Penna Corporation
vs.
Jay Book Electric Co.
Issued Feb. 24, 1921.

	#
Jay & writ (atty pd)	2.00
Shff. Snodgrass	3.50
Pro. Greeley	2.50
Atty	3.00
Pro. Greeley on rule	5.25

Summons in Assumpsit. Returnable to first Monday of March next.

Feb. 24, 1921. Affidavit that Plffs. claim exceeds $300.00 filed.

Feb. 24, 1921. Statement of Claim filed.

Writ returned: And now, March 1, 1921, served the within writ on the within defendant company, by handing a true and attested copy thereof, together with a true and certified copy of plaintiffs statement of claim to Jay Book personally at his place of business, Market Street Meadville, Pa. So answers

James A. Snodgrass, Sheriff

Now, March 19, 1921, On motion of plffs attorney, judgment is entered in this case in favor of plaintiff and against deft for want of an affidavit of defense; and judgment liquidated at the sum of Two hundred ninety-seven dollars one cent, with costs of suit. (See Rule Docs. 12 p. 540)

Debt # 297.01
Interest from March 19, 1921.
Judgment
V.L. Greeley, Prothy.

Docs. p. 134.

March 30, 1921, Affidavit of defence and counter statement of claim filed.

Now, April 4, 1921 upon petition of Defts attorney, presented at Chambers, - rule to show cause granted why judgment should not be opened. By Hon. Thos. J. Rather, P.J. (See paper filed)

On Argt. List for May Term, 1921 No. 16.

May 24, 1921, Rule absolute by consent of counsel. Per curiam

May 31, 1921. Plaintiffs reply to counter claim of deft, filed. Service accepted by Defts. Atty.

On Trial List for 1st Monday of January, 1922, No. 3

Dec. 27, 1922. Continued on application of plaintiff.

On Trial List for 1st Monday of March, 1922, No. 7.

Feb. 27, 1922 Continued by consent. On Fall Trial List, 1922, No 19

Now, Oct. 19, 1922, this cause discontinued.

Otto Kohler Atty for Plff.
Albert L. Thomas, Atty for Defts.

Otto Kohler

9

Edward J. Cullinan
3-2-21-V.L.G.

Manufacturers Finance Co., a corporation

vs.

F. O Darling and H. L. Rackliff, doing business under the name style and title of United Automotive Body Co.

Issued Feb. 24, 1921

Tax & writ (atty fds)	2.00
Shff Snodgrass	10.30
Prd. Greeley	3.50
Atty	3.00

Summons in Assumpsit; Returnable to first Monday of March next.

Feb. 24, 1921, Statement of claim filed.

Writ returned: Feb. 25, 1921, served the within writ on the within named F. O. Darling and H. L. Rackliff, by by handing personally to each a true and attested copy thereof, together with a certified copy of plaintiffs statement of claim to W. R. House, agent in charge, at their place of business in Spring Boro, Pa.

So answers James A. Snodgrass, Shff.

March 2 1921 Affidavit of defense filed

And now, April 4, 1921, Plaintiff by Atty enters a rule for judgment against Defts for want of a sufficient affidavit of defense. Same day, Rule served on Defts Attorney. (See paper filed)

On Argt. List for May Tr. 1921, No. 6.

May 24, 1921. Case called for argument; defts counsel not in Court. Rule absolute. Per Curiam.

Same day, Judgment liquidated at the sum of Two thousand six hundred twenty-two Dollars and nine cents. (See Rule Doc. 12, page 545)

Debt $ 2622.09
Int. from May 24, 1921
Judgment
V. L. Greeley, Prothy.

D. p. 172 R. p. 166 Bert. p. 139.

Fi. Fa. to No. 9 Sept. Term, 1921

S. R. Miller 1.0	Mary L. Lottrell vs. Herbert R. Chapin Entered Feb. 26, 1921 Geo. Greeley (Atty fee) $ 2.25 Atty 3.00 Orig. Costs, Atty Miller 4.25	Of No. 260 September Term, 1916 Amicable Scire Facias sur Judgment. It is agreed that an Amicable action to revive the above stated judgment be entered, with same effect as if a writ of Scire Facias had been regularly issued therein, and duly returned served personally on the defendant; and the defendant hereby confesses judgment of revival herein, in favor of the plaintiff and against the defendant for the sum of Three Hundred Dollars, and such collection fee as may be provided in the original, with costs of suit, release of errors, and with all the waivers and conditions contained in instrument on which original judgment was entered; with interest from October 27, 1920. Debt $ 300.00 Int. from Oct. 27, 1920. 6 yr. 3 M. Judgment W. Greeley, Prothy. Oct. 20, 1925. Am. Sci. Fa. to No. 33 Nov. Tr. 1925

11

Theodore Sigler
vs
Eliza Hobart
Entered Feb. 28, 1911

Pro. Greeley (paid by Pltf) $ 2.25
Attorney.

Of No. 288 May Term, 1916
Amicable Scire Facias sur Judgment.

It is agreed That the Prothonotary of said Court enter an amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the deft. by the Sheriff of said County, and duly so returned: and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Sixty nine and 17/100 Dollars, being the amount of debt, interest and costs now due on the original judgment.

Debt # 69.17
Int. from March 1, 1921.
Judgment
W. L. Greeley, Pro.

Ref. 109.

Aug. 10, 1922 Received satisfaction in full of above judgment, debt, interest & costs.
Theodore Sigler

MAY TERM, 1921

Thomas & Thomas L. W. Benedict 12 Alva L. Thomas Mch 5, 1921 Atty for Deft. Arthur R. Thompson	L. A. McCauley and Ida B. McCauley, his wife. vs. E. B. Beaver Issued Feb. 28, 1921.	Summons in Trespass, Returnable to first Monday of April next. Writ returned: March 4, 1921, served the within writ on the within named E.B. Beaver by handing him a true and attested copy thereof at his place of business on West Spring Street, Titusville Pa. No answers James A. Snodgrass Shff Nov. 2, 1921. Statement of claim filed, and service accepted by Defts. atty. Nov. 18, 1921, Affidavit of defense filed. On Trial List for 1st Monday of March, 1922 No. 3 Feb. 27, 1922, Continued by consent. On Fall Trial List, 1922, No. 10. Oct. 30, 1922, Continued by consent. On Trial List for 2d Monday of Jan. 1923. No. 6. And now, January 10, 1923 – Jury selected and sworn as follows: 1 – Mrs. Lottie Kepler, 2 – Harry Ellis, 3 – Wm L Russell, 4 – O.F Book, 5 – Bert Hanna, 6 – Charles Gillett, 7 – Mrs. Alice Thompson, 8 – Howard Amy, 9 – Taylor A. Brown, 10 – Harry Baker, 11 – Andy Bossard, 12 – Lee Cooper. twelve good and lawful persons, who upon their solemn oaths which they have taken, say, Janry 13, 1923, they find for the defendant. M. page 133. January 13, 1923. Defendants points filed.

	Tax & work (paid)	2.00
	Shff. Snodgrass,	12.20
	Bro. Greeley	8.75
	Jury-fee	4.00
	Atty	3.00

L. W. Benedict 13 Defendant's Atty	Morton Salt Company a corporation, vs. Kerr Milling Company Issued Feb. 28, 1921 Tax Writ (paid) $2.00	Summons in Assumpsit Returnable to First Monday of April next "March 5, 1921. Kerr Milling Company hereby accepts service of the within summons and acknowledges receipt of certified copy of said summons this date, this acceptance of service to have the same force and effect in the law as though the said summons had been regularly and duly served by the Sheriff of Crawford County, Penna, and the Prothonotary is hereby authorized and directed to enter the appearance of Kerr Milling Company to the said writ" Kerr Milling Co. By F. B. Kerr, Secretary and Treasurer (See Summons) Kerr Milling Company.

O. Clare Kent
vs

Aug 8 1921 Rec'd of Pepp by atty Eleven and 45/100 Dollars Sheff & Prothys Costs
V. L. Greeley, Pro

Aug. 8th 1921 Rec'd. my Costs in this case
O. Clare Kent

Aug 8 1921 Rec'd of Pro Greeley Nine dollars Twenty cents 9.20 on exds
Jas A. Snodgrass Sheriff

✓ R. B. Wallace
vs.
Harry Morrow and Mary E. Morrow, defendants, and Mrs. Carrie Wilson, Mrs. Lizzie Little, Mrs. Lola Dennis, Mrs. Mary Kent, Mrs. Georgia Morrow and Harry Morrow, heirs at Law of Mary E. Morrow, deceased, and terre tenants.
Issued Feb. 28, 1921

	#
Pro. Greeley (paid)	2.00
Sheff. Snodgrass,	9.20
Pro. Greeley	2.25
Atty.	3.00

Of No. 163, February Term, 1916
Scire Facias sur Judgment, to revive and continue the lien by the above entitled case. Returnable to First Monday of April next.
M. pp. 194-197; W. p. 235, M. p. 230; L. p. 138; K. p. 123; D. p. 170.
Writ returned:
March 19, 1921. The within writ of Sci Fa to revive served upon Mrs. Lola Dennis, Linesville, Pa., by handing a true and attested copy thereof and by informing her of the contents; and as to Mrs. Carrie Wilson, Mrs. Lizzie Little by mailing a true and attested copy thereof they accepting service as per attached receipt hereto. As to defendants Harry Morrow, Mary E. Morrow and terre tenants, Mrs. Mary Kent and Mrs. Georgia Morrow and Harry Morrow, I make return of "Nihil habet" So answers. James A. Snodgrass, Sheriff.

July 21, 1921. Amicable Sci. Fa. with confession of judgment by defts. filed, to wit:-

"It is agreed that the Prothonotary of said Court enter an amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendants by the Sheriff of said county, and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendants, with all the waivers and conditions contained in the original judgment note for the sum of One thousand three hundred forty-two and 45/100 Dollars, being the amount of debt, interest to July 1, 1921, and costs, now due on the original judgment."

"Dated July 11, 1921"

Signed:
R. B. Wallace (Seal)
H. B. Morrow (Seal)
Carrie Willson (Seal)
Elizabeth Little (Seal)
Lola Dennis (Seal)
Mary Kent (Seal)
Georgia Wallace (Seal)

Signed, Sealed and Delivered in the presence of
(sgd) D. M. Lent
(See paper filed July 21, 1921)

Debt # 1342.45
Int. from July 1, 1921
Judgment.
V. L. Greeley, Prothy

M. pp. 194 + 230; W. pp. 235 + 235; L. p. 138; D. p. 170; K. p. 235.

Oct. 17, 1921 Received satisfaction in full of this judgment, debt, interest and costs and the Prothonotary is hereby authorized and directed to mark the same satisfied of record.
R. C. Wallace.

Geo. Eldred
15

Nov 3 1921 Recd of
Sheff by atty nineteen and
5/100 Dollars Sheriffs
and Proctys costs
V. L. Gruley Pro

by 28-1922
Recd of Pro Gruley
nine Dollars seventy cts
in costs
Jas A Snodgrass

Lewis Ellsworth Stroup
vs.
Edith Dole Stroup
Issued Feb. 28, 1921.

Tax & writ (Atty fd)	$ 2.00
Shff Snodgrass,	1.60
Shff. Snodgrass on alias	1.60
Shff. Snodgrass on proc.	6.50
Geo. F. Brown, Master (Paid)	5.00
Pro. Greeley	9.35
Atty	3.00

Subpoena in Divorce.
And now, February 28, 1921, subpoena awarded, Returnable to First Monday of April next (Signed) Thos J. Grather, P.J.
Subpoena returned: April 4, 1921 the within named respondent, Edith Dole Stroup was not found in my bailiwick.
So answers, James A. Snodgrass, Shff.
April 9, 1921, Alias subpoena in divorce issued, returnable to first Monday of June next.
Alias Subpoena retd: June 6, 1921, the within named respondent, Edith Dole Stroup, was not found in my bailiwick.
So answers James A. Snodgrass, Shff.
June 6, 1921, Order issued for publication of Sheriffs proclamation, returnable to first Monday of Aug. next.

And now, Aug. 1, 1921, I have made proclamation in the above entitled case according to law, and caused the same to be published in the Connellsville Courier, a newspaper printed within my bailiwick, for four weeks successively, prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached. So answers, James A. Snodgrass, Sheriff.
And now, Aug. 1, 1921, Geo. F. Brown, Esq., is appointed Master to take testimony in this case and make report thereon to the Court. Per Curiam. (See paper filed) Com. issued.
On Argument List for Nov. Term, 1921, No. 18.
May 6, 1922. Testimony and Report of Master filed.
On Argument List for May Term, 1922, No. 16.
June 15, 1922. After due consideration a divorce is decreed as prayed. Per Curiam.
And now, to-wit: June 15, 1922 this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered adjudged and decreed, That the said Lewis Ellsworth Stroup be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him, the said Lewis Ellsworth Stroup, the libellant, and the said Edith Dole Stroup the respondent: and that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent, at any time heretofore in pursuance of said marriage shall cease and determine: And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married.
See paper filed. Per Curiam.

16	Annie E. Freyermuth vs. George A. Rockefellow Entered March 1, 1921 Pro. Greeley (Judy Att.) $2.25	No. 16 February Term, 1916 Amicable Scire Facias sur Judgment. It is agreed That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on defendant by the Sheriff of said County, and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of One thousand three hundred Dollars ($1300), with interest at 5% from March 4, 1921. Debt $1300.00 Int. from March 4, 1921 Judgment W. L. Greeley, Pro.

R.p. 34.

May 15, 1926 Amicable Sci. Fa. to No. 5 Sept. Term, 1926.

J. E. Bossard, Atty appears a plaintiff. Estab Aug 1st 1922.

17

L. H. Landerbaugh, use of
vs
V. L. Greeley
Entered March 1, 1921.
Entry (Deft. paid) # 225

No. 145 February Term, 1916
Amicable Scire Facias sur Judgment.

It is agreed That the Prothonotary enter an Amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said County, and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original note, for the sum of One thousand Dollars, being the amount of debt now due on the original judgment, with interest from Jan. 21, 1921.

Debt $ 1000.00
Int. from Jan. 1, 1921
Judgment.
V. L. Greeley, Prothy.

G 1 p. 54.

August 1st 1922. — Received this day from V. L. Greeley — by endorsement of deposit from M. H. Breed One Thousand and thirty-five ($1035.00) dollars being payment of the debt and interest due on this judgment.

J. E. Bossard, Atty for Plaintiff.

August Delp
18

Bertha B. Thompson
vs.
Frank E. Thompson
Issued March 2, 1921.

Tax & writ (Atty. pd) #	2.00
Shff. Snodgrass	15.00
W.B. Best, Master (paid)	25.00
Grs. Greeley,	7.10
Atty.	3.00

May 24 1921 Rec'd of Pff by atty Twenty two and 10/100 dollars Shff & Poorly costs
V. L. Greeley Pro

May 24-1921
Rec'd of Pro Greeley Fifteen dollars my costs
Jas A. Snodgrass Sheriff

Subpoena in Divorce.

And now, March 2, 1921, subpoena awarded. Returnable to first Monday of April next.

(Signed) Thos. J. Brather P.J.

Subpoena returned: Served the within subpoena in divorce on the respondent personally, on the 5th day of March, 1921, by delivering to him a true and attested copy of the same and making known to him the contents thereof, as appears from affidavit as above.

So answers James A. Snodgrass, Shff.

And now, April 4, 1921, Wesley B. Best, Esq. is hereby appointed Master in above case. By Hon. Thos. J. Brather, P.J. (See papers filed) Commission issued.

May 12, 1921, Testimony and report of Master, filed.

On Argument List for May Term, 1921 No. 36.

June 1, 1921, After due consideration, a divorce is decreed as prayed as prayed, and at the cost of respondent.

Per Curiam.

Decree:- And now, to wit: June 1, A. D. 1921, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed,

That the said Bertha B. Thompson be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Bertha B. Thompson, the libellant, and the said Frank E. Thompson, the respondent; and that thereupon all and every the duties, rights and claims accruing to either the said libellant, or the said respondent, at any time heretofore in pursuance of said marriage, shall cease and determine;

And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married. Per Curiam.

(See paper filed.)

J. W. Smith

19

Commonwealth ex relatione Ruth S. Reagh, for the use of the School District of Sadsbury Township
vs
Charles Grayl
Issued March 2, 1921.

Tax & writ (pd by Relator)	2.00
Costs on Trans	15.55
Pro. Greeley.	3.50
Atty	3.00

Certiorari to F. M. Wood Justice of the Peace; Returnable to First Monday of April, 1921.

March 2, 1921, Petition of relator for allowance of a writ of Certiorari presented, and same day, writ allowed as prayed for, by Hon. Thos. J. Grather, P. J.

Same day, leave granted J. W. Smith, Esq. to become bail.

Same day, Recognizance of Ruth S. Reagh, relator, with J. W. Smith, bail, in the sum of $100.00, taken by the Prothonotary and filed, and writ of Certiorari issued.

March 7, 1921, Proof of service of Certiorari upon F. M. Wood, J. P., filed.

March 8, 1921, Return of proceedings filed.

March 29, 1921 Exceptions to Return of the Justice filed.

On Argument List for May Term, 1921 No. 4.

May 24, 1921. Argued by A. V.

Now, July 5, 1921, so much of the judgment of the justice as imposes costs upon "plaintiffs", is hereby reversed and set aside. Per Curiam. (See opinion filed)

G. J. p. 156.

Judgment
V. L. Greeley, Prothy

Leland J. Culbertson 20 Thomas & Thomas 3-12-21 V.E.F.	J. B. McMaster vs. The Lochranton Telephone Company, a corporation. Issued March 5, 1921 Tax & writ (pd by atty) 2.00 Shff. Snodgrass 4.60	Summons in Trespass, Returnable to First Monday of April next. Writ returned: And now, March 10, 1921, served the within writ on the within named company, by handing a true and attested copy thereof personally to W. E. Harvey, General Manager, and agent in charge at their office in Lochranton Pa. So answers, James A. Snodgrass, Shff. April 4, 1921. Statement of claim filed. April 20, 1921. Affidavit of defense filed.

McClintock & McClintock
Union City, Pa.
2.1.

Myron Sexton
vs.
Harvey A. Sexton
Issued March 5, 1921

	$
Tax Writ ($2.50 paid)	2.25
Rec. Miller	.50
Shff. Snodgrass	12.40
Pro. Greeley cd	3.50
atty	3.00

Scire Facias sur Mortgage recorded in Mortgage Book Volume 67, page 150; Returnable to First Monday of April next.

March 5, 1921. Affidavit of Plff as to title to land filed.

Writ returned: Served the within writ on the within named defendant Harvey A. Sexton, by handing a true and attested copy thereof to an adult member of his family, to wit, Mrs. Harvey A. Sexton, at his dwelling house in Bloomfield Township, on the 8th day of March, 1921.

So answers James A. Snodgrass, Shff.

And now, to wit, April 6, 1921, On motion of plaintiff's attorneys, judgment is entered in favor of plaintiff and against defendant for want of an appearance and for want of an affidavit of defense; and judgment liquidated at the sum of Two Thousand Seven Hundred Thirty-seven and 56/100 Dollars, with costs of suit. (See Rule Docket 12, page 542)

Debt $2737.56
Int. from April 6, 1921.
Judgment
V. L. Greeley, Prothy.

Sa. fa. 181.

Lev. Fac. to No. 27 May Term, 1921.

April 26 1921 The above judgment assigned to The National Bank of Union City Pa (See paper filed.)

April 26 1921. S. R. Miller Esq enters an appearance for plff The National Bank of Union City Pa See paper filed

22

Rosetta Beesley
vs.
A.W. Newton
Entered March 5, 1921

Pro. Greeley (pff pd 9-9-21) $ 2.25
Pff on origl 1.25

Of No. 207 February Term, 1916
Amicable Scire Facias sur Judgment

It is agreed That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the deft by the Sheriff of said county and duly so returned; and that a judgment be entered thereon in favor of Plaintiff and against defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Four Hundred twenty-five Dollars, being the amount of debt, interest and costs now due on the original judgment.

Debt $ 425.00
Int. from May 8, 1920
Judgment.
V.L. Greeley, Pro.

N. p 71

A.M. Sci Fa No 45 May Term 1927.

Arthur L. Bates 23	Alva Davis vs. L.B. Graves Company Garnishee of Arthur W. Frantz. Issued March 7, 1921 # Gro. Speelman stax 2.50 Shff. Snodgrass	Of No. 83 May Term, 1919 Scire Facias against Garnishee in Foreign Attachment: Returnable to 1st Monday of April next. March 7, 1921. Interrogatories to Garnishee filed, and Rule on Garnishee to answer same within ten days after service. And now March 7, 1921 The L.B. Graves Company, by F.O. Darling its Secretary, accepts service of the Scire Facias in this case and also of the rule to answer interrogatories, with the same force and effect as if said rule and Sci. Fa. were regularly issued to the Sheriff and duly served by him. (See answers). March 7, 1921 Answers of Garnishee to interrogatories filed

Thomas & Thomas

24

Petition of The Commonwealth Bank, Incorporated, for a Decree of Dissolution Entered March 7, 1921

Pro. Greeley (past majority) 3.00

And now, March 7, 1921, the foregoing petition having been presented and filed in open bank, upon consideration thereof and upon motion of Thomas & Thomas, Solicitors for the Corporation petitioner, it is ordered and decreed that said application be heard on the 4th day of April, 1921, at ten o'clock A.M., and that notice of such petition and application and of the hearing thereupon, be published in two newspapers published in the County of Crawford to wit, Tribune-Republican and Cochranton Times, publication to be made in each paper once a week for a period of three weeks.

Per Curiam.

April 4, 1921 Certificate of Auditor General, State Treasurer and Attorney General as to payment of taxes due the Commonwealth filed

Decree of Dissolution.

And now, April 4, 1921, the said petition having been presented and read, and it appearing from affidavits duly filed, that according to the order of this court heretofore made, notice of the said petition and application has been given by publication thereof in two newspapers published in the county in which the principal office and principal operations of the corporation petitioner are located. And it further appearing from the cotificate of the Auditor General, State Treasurer and Attorney General, duly filed, that the petitioner has paid all taxes due by it to the Commonwealth of Pennsylvania; - and the court being satisfied that the prayer of said petitioner may be granted without prejudice to the public welfare or the interests of the Stockholders, - it is ordered, adjudged and decreed, that the said corporation, The Commonwealth Bank, Incorporated, be and the same is hereby dissolved, and that all and singular its franchises, privileges and powers be and are hereby extinguished forever. Provided that this decree shall not go into effect until a certified copy thereof be filed and recorded in the office of the Secretary of the Commonwealth.

Per Curiam

(See paper filed) (Signed) Thomas J. Prather, P.J.

April 4, 1921 Two certified copies of decree issued.

MAY TERM, 1921

John O. & Walter J. McClintock
25

3-25-21
V.L.G.

Mch 11 1926 Recd of Pffs atty Twenty dollars costs in this case
V L Greeley Prothy.

July 23 1926
Recd of Pro Greeley Six Dollars & fifty cts in my Costs Jas A. Snodgrass

W. D. French
vs
D. E. Malott
Issued March 10, 1921

Jay & writ (Pffs. paid)	#	2.00
Shff. Snodgrass		6.50
Pro. Greeley		3.50
Atty.		3.00
Pro. Greeley since		2.50
Exemp. Feb. 9, 1926		7.50

Summons in Assumpsit, Returnable to First Monday of April next.
March 10, 1921, Plaintiffs Statement of claim filed, & copy certified to Shff.
Mch 25 1921 Affidavit of defense filed
Writ returned: March 12, 1921, served the within writ on the within named D. E. Malott by handing to him personally a true and attested copy thereof together with a certified copy of plaintiffs statement of claim, also by informing him of the contents.
So answers James A. Snodgrass, Sheriff.

And now, April 4, 1921, On motion in open Court, rule granted on deft. to show cause to show cause why judgment should not be entered for want of a sufficient affidavit of defense.
(See paper filed) Per Curiam.

On Argument List for May Term, 1921. No. 13.
May 24, 1921. Rule absolute by consent of counsel. Per Curiam. M. p. 214.
Feb. 8, 1926, Petition to substitute copies of pleadings in lieu of originals lost, presented in open Court and filed

And now, February 8, 1926, the within petition having been presented and read, the prayer thereof is granted; and the copies of the pleadings thereto attached are ordered and directed to be deposited in the files in the Prothonotary's office, in place and in lieu of the original pleadings, to have the same force and effect of the original pleadings in said case. Per Curiam.
(See petition filed) (Signed) Thos. J. Brather, P. J.

And now, February 9, 1926, upon praecipe of plaintiffs attorneys, judgment is hereby entered in the above entitled case, in accordance with the order of Court heretofore made, in favor of the plaintiff and against the defendant, for want of a sufficient affidavit of defense, And same day, said judgment is liquidated at the sum of Four hundred seventy-four Dollars and seventy-nine cents, with interest from May 24, 1921, at eight per cent (8%) per annum, till paid, and with costs of suit.
(See paper filed)

Debt # 474.79
Interest from May 24, 1921.
Judgment,
V. L. Greeley, Prothy.

M. page 214.

Arthur V. Bates ✓
26

Vinnie L. Dickson
vs.
Park G. Braymer and
Park G. Braymer, Executor of Jacob
Braymer, deceased.
Entered March 11, 1921

Bro. Greeley (Fd by Pff) 225

No. 91 February Term, 1917
Amicable Scire Facias sur Judgment

It is agreed That the Prothonotary of said Court Enter an Amicable Scire Facias upon the above judgment with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the Defendant by the Sheriff of said county and duly so returned; and that a judgment be entered thereon in favor of plaintiff and against defendant with all the waivers and conditions contained in the original judgment note, for the sum of Four Hundred eighty and 75/100 Dollars, being the amount of debt, interest and costs now due on the original judgment.

Debt # 480.75
Int. from March 13, 1921
Judgment
V. L. Greeley, Prothy

Bpp. 83 + 132.

Fi Fa no 12 Feby Term 1924
Dec. 4, 1923. Sci. Fa. to No. 21 Feb. Term, 1924

This judgt paid Debt 2 costs and the costs Jan 25 - 1924

Attorney for Deft

MAY TERM, 1921

Antuit V Bates 27	H. M. Dickson, now use of Vinnie L. Dickson vs Park G. Braymer and Park G. Braymer, Ex- ecutor of Jacob Braymer, deceased. Entered March 11, 1921 Pro. Greeley Fd by Deft $225	Of No. 95 February Term, 1917 Amicable Scire Facias sur Judgment It is agreed that the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said county and duly so returned, and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note for the sum of Three Hundred Nineteen and 25/100 Dollars, being the amount of debt, interest and costs now due on the original judgment. Debt $319.25 Int. from Feb. 6, 1921 Judgment V. L. Greeley, Prothy Br. Jud. 834 132 Fi Fa no. 13 Feby. Term 1924 Dec. 4. 1923, Sci. Fa. to No. 22 Feb. Term, 1924. Rule on Deft to enter bail or take Judgt & Costs Jan 25 1924 Antuit V Bates Pltf's Atty

John O. & Nattie J. McClintock

28

May 4 1926 Recd 3.00 acty fee V. L. Greeley Pro

Crawford County Trust Company

vs.

Clyde A. De Mars.

Entered March 14, 1921.

Pro. Greeley (Judy Dkt) # 2.25
Atty (Dept. Pd) 3.00

Of No. 217 February Term, 1916

Amicable Scire Facias sur Judgment.

It is agreed That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the deft. by the Sheriff of said County and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Four Hundred twenty Dollars, being the amount of debt and attorneys commission now due on the original judgment. Interest from Oct. 1, 1920

Debt # 420.00

Int. from Oct. 1, 1920

D. Dk. 151

Judgment

V. L. Greeley, Prothy

May 4, 1926 Received satisfaction in full Debt, Cost & Interest on this Judgment and we hereby authorize the Prothonotary to Satisfy same of Record

Crawford County Trust Co.

By R. D. Gaskill Secy.

Thomas & Thomas 29	Petition of James F. Burke and Julia Burke, his wife for the adoption of George McDivitt and John McDivitt as their children and heirs. Entered March 14, 1921 Pro. Greeley Fee Mar 23/21 2.50	March 14, 1921. Petition with consent of George and John McDivitt and St. Josephs Orphans Home of Erie, Penna, presented in open court and filed. Decree. And now, March 14, 1921, the Court upon consideration of the foregoing petition, being satisfied that the welfare of the said George McDivitt and John McDivitt will be promoted by the adoption prayed for in said petition and the consent of St Josephs Orphans Home, of Erie, Pa., having been given thereto, do upon motion of Thomas & Thomas, attorneys for petitioners, grant the prayer of said petition, and do order and decree that the said George McDivitt and John McDivitt shall respectively assume the name of petitioners and to be hereafter known and called by the names of George McDivitt Burke and John McDivitt Burke, and shall have henceforth all the rights of children and heirs at law of the said James F. Burke and Julia Burke, his wife, equally with any other children they may have, and shall be subject to the duties of such children, in accordance with the provisions of the act of Assembly in such case made and provided. Per Curiam. (See petition filed) March 14, 1921 Certified copies of decree issued.

30

In re Records:
Petition of Harry F. Miller, Recorder of Deeds of Crawford County, Pa.
for
leave to install loose-leaf system of recording deeds and mortgages in the said Recorder's office.
Entered March 15, 1921.

Bro. Greeley 5.00

Order of Court.

Now, March 14, 1921, Walter J. McClintock, W. W. Anderson, John A. Northam and Emory B. Flower and Paul E. Thomas are appointed a committee to report recommendation to the Court.

(Signed) Thos. J. Prather, P. J.

May 2, 1921. Report and recommendation of majority of committee presented and filed in open court, to wit:-

To the Hon. Thos. J. Prather, Judge of said Court.

The undersigned respectfully represent: That after examination of the system, communication with offices in Counties in this and other States, in conversation with attorneys from other places where the system is now in use, the undersigned members of the above committee find that it would be of material advantage, both for the transcribing and preservation of records and to the persons who may be called upon to examine such records, that the loose-leaf system for deed and mortgage books be adopted.

(Signed) Walter J. McClintock
J. A. Northam
E. B. Flower
Paul E. Thomas.

Order of Court: And now, May 2, 1921, the within report and recommendation of the committee heretofore appointed having been presented and read, it is ordered that the Recorder of Deeds and Mortgages be and he is hereby directed to install a loose-leaf system of Deed and Mortgage Books in his office, the recording of deeds and mortgages to be done in typewriting therein, the expense of the purchase of such books to be paid by the County, as other record books are paid for. By the Court.

(See Report filed)

(Signed) Thos. J. Prather, P. J.

May 2, 1921. Certified copy of order issued to Recorder.

J. D. Roberts

Barlton B. Rogers by Platt D. Rogers, his father and next friend, and Platt D. Rogers in his own right,

vs.

31

J. B. Spencer

Erie Railroad Company

Entered March 15, 1921

Jas twrit (Dft pd)	2.00	
Atty	3.00	
Pro. Greeley (Dft pd)	2.50	

Summons in Trespass: Returnable the First Monday of April next.

Now, March 15, 1921 J. B. Spencer, Esqr. appears for defendant above named, and waives the issue of a summons, to have the same force and effect as if a summons were issued and duly returned by the Sheriff personally served upon the defendant. (See praecipe)

March 15, 1921, Amicable action and confession of judgment filed, to wit:—

"Whereas, Barlton B. Rogers, aged twenty years, son of Platt D. Rogers, Plaintiff above named, of the City of Meadville, County of Crawford and State of Pennsylvania, was on the 25th day of November, 1920, engaged in coupling car onto engine on the main line of the Erie Railroad at Leavittsburg, Ohio, the said engine and car being used in Interstate Commerce; and while thus engaged in making the coupling injury resulted to two of his fingers; and

Whereas, Plaintiffs allege that said injury was caused by the negligence of the defendant company, which, however, is denied by said defendant; and—

Whereas, the defendant is willing to make a compromise settlement of the claim of the plaintiffs for damages by the payment to them of the sum of Three hundred dollars ($300.00), and the costs of this suit, which plaintiffs are willing to accept in settlement of their claim, as evidenced by the approval hereof signed by them.

Now, therefore, in consideration of the premises, I appear for the above named defendant, and confess judgment against it and in favor of said plaintiffs, in the sum of Three hundred Dollars ($300.00), and costs of suit, this 15th day of March, 1921. (Signed) J. B. Spencer, Attorney for Defendant.

Now, March 15, 1921, the above statement of facts and confession of judgment are approved and accepted by us, the plaintiffs above named."

Witness: J. D. Roberts
Earl Wasson.

(Signed) Barlton B. Rodgers
By Platt D. Rogers, his father, and next friend and
Platt D. Rogers in his own right.

Debt $300.00
Int. from March 15, 1921
Judgment.
V. L. Greeley, Prothy.

Corp. f. 125.

March 15, 1921, The above judgment satisfied. (See paper filed)

Albert L. Thomas

32

Roy L. Peters, for defendants, 4/2/21

James L. Seley, and
Wande B. Seley
vs.
Harvey Harper,
May Harper
Mrs. John Rice, and
Mrs. Eva Cooper, and
Mrs. Clara Robinson

Issued March 18, 1921.

		#
Jay & Wick (atty pd)		2.00
Shff Snodgrass		9.30
Geo. Greeley,		5.50
Atty,		3.00

Summons in Assumpsit; Returnable to First Monday of April next.

Plaintiff demands a jury trial.

March 18, 1921, Affidavit that Plffs. claim exceeds $300.00 filed.

Writ returned: Served the within summons on Mrs John Rice and Mrs. Eva Cooper, by handing a true and attested copy thereof and by making contents known on the 19th day of March, 1921; and on March 23, 1921, served the within summons on May Harper, and Clara Robinson, by handing a true and attested copy thereof to an adult member of the family. As to Harvey Harper I make return of Nihil habet.

So answers, James A. Snodgrass, Sheriff.

Sept. 8, 1921. Plaintiffs statement of claim filed, with proof of service on Defts. atty.

Sept. 21, 1921, Affidavit of defense in the nature of a demurrer filed.

On Argument List for Sept. Term, 1921, No. 26. Contd.

On Trial List for 1st and 2d Mondays of October, 1921, No. 16. Off List.

On Arg. List for Nov. Term, 1921, No. 13. "Argued to A.V."

On Trial List for 1st Monday of Janu., 1922, No. 9. "Off improperly on list."

Now, January 2, 1922. Plaintiffs are given fifteen days to amend their statement of claim, and upon default so to do within the time stipulated, then the Prothonotary to enter judgment in favor of defendants. (See paper filed) Per Curiam.

Now Jan. 17, 1922, Amendment allowed to statement of claim, to wit, by adding thereto Exhibit A. referred to in said statement. Per Curiam. (See paper filed Jan. 13, 1922)

Jan. 27, 1922, Affidavit of defense in the nature of a demurrer to the amended statement of claim, filed.

On Argument List for May Term, 1922, No. 7. May 25, 1922. Argued to A.V.

Now, July 31, 1922, defendant is directed to file an amended affidavit of defense within fifteen days from the filing hereof, or in default of filing such amendment, the Prothonotary shall enter judgment in favor of the plaintiff for the amount declared for in said statement of claim. Per Curiam. (See opinion of Court filed)

Oct. 25, 1922, Recd from Defts. per Albert L. Thomas, Esq Atty for Plffs, $14.80, being Sheriffs and Prothys costs.
V.L. Greeley, Prothy.

Oct-26-22
Recd of Pro Greeley nine dollars thirty cents 9.30 my costs
Jas A. Snodgrass

Oct 25, 1922, upon payment of costs and sum of $2.50. on by defendants this case discontinued without entry of judgment, by agreement of Counsel.
Albert L. Thomas
Atty for Plaintiffs
Roy L. Peters
Atty for Defts

O. Blare Kent

33

4-4-21 U.K.G.

Jan 25 1924 Recd of Plaintiff Twenty five and 34/100 Dollars Costs in this case
U. L. Greeley Pro
Jany 25-1924 Recd Docket fee $3.00 L.J. Mellvaine atty
Recd Defts bill of costs $7.04
Jany 25-1924 L.J. Mellvaine atty

Mch 22-24
Recd of Pro Greeley Four Dollars Eighty cts in my costs
Jas A Snodgrass Ex Sheriff

James R. Hannah, administrator of the estate of J. Glenn Hannah, deceased
vs.
Charles L. Shaw, surviving partner of Hannah & Shaw,
Issued March 21, 1921.

	#
Tax & writ (Plff. paid)	2.00
Shff. Snodgrass,	4.80
Pro. Greeley	3.00
Pro. use of Co.	3.50
Jury fee	4.00
Atty	3.00
Defts. Bill of Costs	7.04

Summons in Assumpsit, Returnable to first Monday of April next.
March 21, 1921, Affidavit that plffs. claim exceeds $300.00 filed.
Same day, Plff. demands a trial by jury.
Writ returned: March 23, 1921, Served the within writ on the within named Charles L. Shaw, by handing him personally a true and attested copy thereof and by informing him of the contents, at his residence in Woodcock Township
So answers James A. Snodgrass, Shff.
Dec. 21, 1922, Plaintiffs statement of claim filed, and service accepted by Defts. Atty.
Jan. 2, 1923, Defendants answer, or affidavit of defense, filed.
On Trial List for 4th Monday of Oct. 1923, No. 12.
Oct. 23, 1923, Continued; Remanet.
On Trial List for 1st Monday of Jan. 1924, No. 4.
And now, Jan. 8, 1924, Jury selected and sworn as follows: 1. Glenn Miller, 2 Mrs. H. E. Cassidy, 3. Charles Wagner, 4 Chester Van Slyke, 5 Geo. W. Fix, 6 C. L. Saunders, 7 John L. Lasher, 8 Mabel A. Graff, 9 Charles Culver, 10 J. C. Gehring, 11 John H. Blaisdell, 12 John A. Houser: twelve good and lawful men, who upon their solemn oaths which they have taken say, Jan. 9, 1924, they find for the defendant.
Jan. 9, 1924, Defts. points filed. Atty. fee, $7.
Jan. 19, 1924, Defts. bill of costs, $7.04, filed.

Albert L Thomas
34

Yeisley K B Rep
9-7-21 O.S.S.

Henry Sherba
vs.
Antonio Fazio
Issued March 22, 1921

Tax + writ (Atty pd)	#	2.00
Shff Snodgrass		3.50
Pro. Greeley		5.75
Jury fee		4.00
Atty		3.00

Summons in Trespass; Returnable to First Monday of April next.

March 22, 1921 Plaintiffs statement of claim filed.

Writ returned: March 23, 1921 served the within Summons together with a certified copy of plaintiffs statement of claim, by handing a true and attested copy to an adult member of his family, to wit his wife, at his place of business on Water Street, Meadville, Pa. So answers,

James A. Snodgrass, Sheriff.

Sept. 2, 1921 Affidavit of defense filed.

On Trial List for 1st Monday of Jan. 1922, No. 11.

"continued by consent"

On Trial List for 1st Monday of Mar. 1921, No. 5

And now, March 9, 1922, Jury called and sworn as follows: 1- Sherman Allen, 2 Leon Pond, 3 L. L. Bunce, 4 William Wood, 5 John Heckman, 6 Earl Keller, 7 Luther Beige, 8 Charles H. Hall, 9 Mrs. Louise Drake, 10 Ivan Culbertson, 11 Fred Chapman, 12 John Kirk, twelve good and lawful persons, who upon their solemn oaths which they have taken, say March 10, 1922,- That Whereas both parties are found to have been negligent according to the evidence in this particular case, and that Whereas, the negligence of Henry Sherba, the plaintiff contributed to his ~~loss~~, he cannot recover money from the defendant in this case. Verdict for defendant.

Sh. p. 187.

March 10, 1922 Defts. points filed.

Albert L. Thomas
35
J. E. Bozard May 4, 1921

April 18 1922 Recd of Pffs atty Eleven and 60/100 Dollars Shff & Prothy costs
V. L. Greeley

April 22 1922 Rec'd of Pro Greeley Eight and 90/100 dollars my costs
J. no. A. Snodgrass

Selden Brooks
vs
A. M. Cunningham
Issued, March 25, 1921

	#
Jas & writ (paid)	3.00
Shff. Snodgrass,	8.90
Pro. Greeley	2.50
Atty	3.00

Replevin for one Ford Automobile No. 1,062,755, of the value of One hundred seventy-five Dollars, Returnable to next term.

March 25, 1921. Affidavit as to value of property, filed.

March 25, 1921. Bond of Plff. with J. Park Jackson as surety, in the sum of $350.00, approved and filed.

Writ returned: March 30, 1921, Replevied Ford automobile No. 1,062,755, and served this writ by handing a true and attested copy thereof personally, and summoned him to appear as herein commanded on the above day and date.

April 1, 1921, released the above automobile, as defendant gave bond.

So answers James A. Snodgrass, Shff.

January 3, 1922, Defendants bond in replevin, in the sum of $350.00, dated April 1, 1921, with J. C. Cunningham as surety, filed.

Feb. 8, 1922. Plaintiffs statement of claim filed

Now, Feby 27, 1922, On motion of plaintiffs attorney, judgment is entered against defendant and in favor of plaintiff, for want of an affidavit of defense, and liquidated at the sum of Forty-three and 1/100 Dollars. (See Rule Doc. 12, p. 563)

43.01
Debt
Int. from Feb. 27, 1922
Judgment
V. L. Greeley, Prothy

6 page 247.

April 17, 1922 judgt and costs paid and the same directed to be satisfied of record

Albert L. Thomas
Atty for Pltff.

S.R. Miller

36

The National Bank of Union City, Pa.,
vs.
Bertha A. Gordon
Entered March 26, 1921

	#
Pro. Greeley (paid)	2.25
Atty	3.00
Original Costs:	
Plff.	1.25
Atty S.R. Miller	3.00

Of No. 8 November Term 1914
Amicable Action to revive and continue lien of Judgment.

"It is hereby agreed that an Amicable action to revive the above stated judgment be entered in the Court of Common Pleas of Crawford County, with same effect as if a writ of Scire Facias had been regularly issued therein, and duly returned served personally on the defendant; and the defendant hereby confesses judgment of revival herein in favor of the plaintiff against the defendant for the sum of Five hundred Dollars ($500.00) and such collection fees as may be provided in the original, and the Prothonotary is authorized to enter the same of record so as to continue the lien thereof upon the real estate of the defendant for another period of five years, with costs of suit, release of errors and with all the waivers and conditions contained in instrument on which original judgment was entered; with interest from Nov. 30, 1920. Dated March 25, 1921.

Debt $500.00
Int. from Nov. 30, 1920
Judgment
W.L. Greeley, Prothy

G. p. 122

37

Barrie Hartman
vs
Anna Rhodes
Entered March 28, 1921

Pro. Greeley (plff. pd) # 2.25
Plff. on Orig (not included in judgt.) 1.29

No. 380 May Term, 1926.
Amicable Scire Facias sur Judgment.
It is agreed That the Prothonotary of said Court enter an amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said County and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of _____ Dollars, being the amount of debt, interest and costs now due on the original judgment.

Debt # 212.86
Int. from March 28, 1921

R. p. 138.

Judgment
V. L. Greeley, Pro.

Subject to Credits, etc.
For liquidation, see back of Am. Sci. Fa.
March 27, 1926. Sci. Fa. to No. 56 May Term, 1926.

38

Horace Hartman
vs
Anna Rhodes
Entered March 28, 1921.

Bro. Greeley (Plff. pd) # 2.25
Plff. on Opin (included in judg) 1.27

Of No. 38, May Term, 1916
Amicable Scire Facias sur Judgment

It is agreed That the Prothonotary of said Court enter an amicable Scire Facias upon the above judgment with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said County and duly so returned and that a judgment be entered thereon in favor of the plaintiff and against the defendant with all the waivers and conditions contained in the original judgment note for the sum of _____ Dollars, being the amount of debt, interest and costs now due on the original judgment.

Debt # 129.77
Int. from March 28, 1921.

R. page 138.

Judgment -
W. L. Greeley, Pro.

Subject to credits.
For liquidation, see back of Am. Sci. Fa.

June 25 1923 The above judgment satisfied of record. (See paper filed.)

MAY TERM, 1921

b. Victor Johnson 39 b. W. Benedict	F. W. Becker vs. Benjamin Goldstein Issued March 30, 1921 Tax Writ (pd by Plff) 2.00 Shff. Snodgrass, 12.80 Jos. McKay ok pmk 1.00	Summons in Assumpsit, Returnable to First Monday of May next. March 30, 1921. Affidavit of Plff. as to his claim filed. Writ returned: April 7, 1921, served the within summons on the within named Benjamin Goldstein, by handing him personally a true and attested copy thereof, also by reading and informing him of the contents in the City of Titusville, Pa So answers James A. Snodgrass Sheriff. April 19, 1921. b. W. Benedick, Esq. appears for Deft. (See paper filed) And now, to wit, Aug. 3, 1921, the defendant by his attorney, entered a rule on plaintiff to declare within fifteen days after notice of this rule, or judgment. (See paper filed.)

Aug. 5, 1921. Proof of service of rule upon Plffs. attorney filed.
Aug. 16 1921 Statement of Claim filed by Plaintiff. See paper
Service of same accepted by Defts. atty Aug. 18, 1921.
Aug. 22, 1921. Affidavit of defense filed.

John O. McClintock vs	Mrs. Jennie Limbert Walster vs. Fred B. Smith Entered April 1, 1921 Jay & Pro. Greeley (paid) 3.00 Atty 3.00	Amicable Action of Ejectment for demised premises at No. 842 Liberty Street in Second Ward City of Meadville. April 1, 1921 Declaration, affidavit as to defant confession of judgment and copy of lease filed. And now, April 1, 1921. John O. McClintock, Esq, appears for Defendant Fred B. Smith, and by virtue of the warrant of attorney contained in the lease filed, confesses judgment against him for the demised premises therein mentioned and described to wit, all that one half (being the north half) of house at No. 842 Liberty Street in the second ward of the City of Meadville, Crawford County and State of Pennsylvania, together with use of yard and one half of cellar, being the same premises occupied by the defendant for one year from April 1, 1920, for a dwelling, under said plaintiff as tenant, pursuant to said lease, upon which judgment a writ of Habere Facias Possessionem may be issued immediately with clause of Fi. Fa. for costs, both costs of suit, waiving exemptions. Dm. page 9. Judgment W. L. Greeley, Prothy Hab. Fac. Poss. with clause of Fi. Fa. for costs, to No. 21 May Term, 1921.

Leland J. Culbertson
41

Mrs. Fredia Stephens
vs.
George Murphy
Entered April 2, 1921.

Jas. Pro. Greeley (paid) 3.00
Atty 3.00

Amicable Action of Ejectment for demised premises at No. 80 Laurel Alley in the Fourth Ward of the City of Meadville

April 2, 1921 Declaration, affidavit as to default, confession of judgment and copy of lease filed.

And now, April 2, 1921 Leland J. Culbertson, Esq., appears for the defendant, George Murphy, and by virtue of the Warrant of Attorney contained in the lease filed, confesses judgment against him for the demised premises therein mentioned and described, to wit: All that certain stable and wood-shed or room consisting of the first floor of the building located and known as 80 Laurel Alley, Meadville, Pa., reserving the right for the parties occupying the dwelling above, egress and ingress to said stable and the use of the hay mow above, being the premises occupied by the defendant for one year from April 1, 1920, for said stable purposes under said plaintiff as a tenant pursuant to said lease; upon which judgment a writ of Habere Facias Possessionem may be issued immediately with clause of Fi. Fa. for costs, with costs of suit, waiving exemptions.

M. page 231. Judgment.

V. L. Greeley, Prothy

Hab. Fac. Poss. with clause of Fi. Fa. for costs, to No. 25 May Term, 1921.

42

In Memoriam

George F. Davenport,
a Member of the Bar
of Crawford County
Entered April 4, 1921

Pro Treasury 4.00

And now, April 4, 1921. The memorial prepared by the committee of the Bar Association of Crawford County, on the death of George F. Davenport was read in open Court by William W. Henderson Esq. of the committee, and after addresses by a number of members of the bar it was ordered to be spread upon the record and a copy furnished to the family of the deceased. Per Curiam.

Memorial.

To the Honorable Thomas J. Prather,
President Judge of the Several Courts
of Crawford County:

The committee appointed by the Bar Association of Crawford County to prepare a Memorial on the greatly regretted death of George F. Davenport, for so long time among the foremost Members of the Bar of Crawford County, makes report as follows.

George F. Davenport was born in Summerhill Township, Crawford County, April 29, 1846, and died in Meadville on March 7, 1921. In his boyhood he received the usual instruction in the district schools of his township, and later attended the borough School at Conneautville. In 1864 he entered as a student at Allegheny College, where he graduated with the class of 1868, and was probably the last survivor of his class.

The winter next succeeding his graduation he spent in teaching in the public schools of this County, and in the summer of 1869 he went to the State of Iowa, where he taught school during the winter following. He had intended to settle in Iowa and had made arrangements with a firm of lawyers to enter their office as a Student, but suddenly, perhaps moved by homesickness, he changed his mind and returned to his native county, where on April 14, 1870, Joshua Douglass Esq. registered Mr. Davenport as a Student at Law in his office.

April 17, 1872, after having pursued the usual two years course of study, he was sworn and admitted to practice in the several Courts of Crawford County. A little later he was admitted to practice in the Courts of Venango County, and opened an office in Oil City, where he remained for about two years. In 1874 he returned to Meadville, and began the practice of law in an office in the Reynolds law building on Center Street, where he remained to the day of his death.

In 1878 Mr. Davenport was elected to the office of District Attorney of Crawford County, and with such skill and ability performed the duties of his office that he was brought into prominence as a lawyer, and his practice in the civil Courts was largely increased by reason of the efficiency and good judgment which he showed as prosecuting attorney.

From the time he retired from the office of District Attorney to the end of his life he was by the members of the Bar of Crawford and adjoining counties conceded to be one of the leading practicing lawyers in Northwestern Pennsylvania, and during these years he came into a large general practice and was engaged in the trial of many cases of importance and in the settlement of many controversies which never came to trial.

Seventeen years ago Mr. Davenport became attorney for the Nypano and Erie Railroad companies, the territory for which he was legal adviser comprised the counties of Erie and Crawford.

It was to this branch of his practice that he gave his most ardent labor and his widest legal research and achieved his greatest success in winning cases under adverse conditions. The volumes of his library give testimony to the wide scope of his work in the shape of many pencilled marginal notes calling attention to the application of particular passages in the opinion of the court under consideration. His opinions were so highly valued by the legal department of the Erie Railroad company that he was called upon to give advice on questions arising at places far removed from the district committed to his legal oversight.

Mr. Davenports practice began during the term of Judge Lowrie, who was the first President Judge of this County as a separate judicial district; it continued through the full terms of Judges Church, Henderson, Thomas and Prather, and three years in the second term of Judge Prather.

Through these many years Mr. Davenport practiced law with diligence, ability and integrity and with fidelity to his clients and to the court, and always feeling himself under the obligations of a high standard of legal ethics.

In the death of Mr. Davenport this community and county have lost a useful and upright citizen, and the Bar of Crawford County has lost a member whose familiar face and voice will long be remembered in our Courts, and whose place as a practitioner can hardly be filled by any of his survivors.

(5)

Wm W. Henderson
Jas. D. Roberts
Otto A. Stolz

(See report filed)

April 4, 1921 copies of memorial certified to son and daughter of deceased.

Donald C. Thompson
43

Ernest Gray
vs
Mary Adella Gray
Issued April 4, 1921

Tax & writ (paid Apr. 8/21)	#	2.00
Costs of service (pd)		2.00
W. J. McClintock Master (paid)		25.00
Jno. Greeley (5-14-21 paid)		7.10
Atty		3.00

Subpoena in Divorce
Returnable to next term.
And now, April 4, 1921, subpoena awarded
Per Curiam.
(Signed) Thos. J. Prather, P.J.

Subpoena returned: And now, April 5, 1921, served the within writ on the within named respondent, Mary Adella Gray, by handing a true and attested copy thereof to her personally at residence of John Deets, in Bloomfield Township, Crawford County, Penna., on the 5th day of April, A.D. 1921, at 10:45 o'clock A.M. and making known to her the contents thereof.
So answers J. A. Gutman, Constable

And now, May 9, 1921, Walter J. McClintock, Esq. is appointed Master in the above entitled case to take the testimony and report thereon to the Court.
(See paper filed) Com. issued. Per Curiam.

May 13, 1921, Testimony and report of Master filed.
On Argument List for May Term, 1921, No. 37.
June 1, 1921. After due consideration, a divorce is decreed as prayed. Per Curiam.

Decree: And now, to wit: June 1, A.D. 1921, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed,
That the said Ernest Gray, be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him, the said Ernest Gray, the libellant, and the said Mary Adella Gray, the respondent; and that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent, at any time heretofore in pursuance of said marriage, shall cease and determine;
And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married. Per Curiam.
(See paper filed.)

Roy S. Peters
44

May 13 1921 Rec'd of Pff by atty Eleven and 90/100 Dollars Sheriff's Poultry costs
W. L. Greeley Pro

May 14 1921 Rec'd of Pro Greeley Four and 80/100 Dollars my costs.
James A. Snodgrass Sheriff

Gertrude Pitt
vs.
Norman Pitt
Issued April 4, 1921.

Tax & writ (atty pd) #	2.00
Shff. Snodgrass	4.80
Jas. W. Smith, Master, (Pd)	25.00
Geo. Greeley Atty	7.10
	3.00

Subpoena in Divorce
Returnable to next term.
And now, April 4, 1921, subpoena awarded, Returnable to next term.
(Signed) Thos. J. Brather, P. J.
Subpoena returned: Served the within subpoena in divorce on the respondent personally, on the 11th day of April, 1921, by delivering to him a true and attested copy of the same, and making known to him the contents thereof, as appears from affidavit as above.
So answers, James A. Snodgrass Sh'ff.
May 9, 1921. J. W. Smith, Esq. appointed Master. Per Cur. (See paper filed. Pff.
May 12, 1921. Testimony and report of Master filed.
On Argument List for May Term, 1921, No. 38.
June 1, 1921. After due consideration a divorce is decreed as prayed.
Per Curiam.

Decree: And now, to wit: June 1, A. D. 1921, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed,
That the said Gertrude Pitt be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the libellant, and the said Norman Pitt, the respondent; and that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent, at any time heretofore in pursuance of said marriage, shall cease and determine;
And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married.
Per Curiam.
(See paper filed.)

W. J. Sirdevan
4.5

Barbara Bizmesija
vs
Joseph Bizmesija
Issued April 4, 1921.

		$
Jay Twiss (paid)		2.00
Shff. Snodgrass		1.60
Shff. Snodgrass on alias		1.60
Shff. Snodgrass on pose		6.50
G. W. Benedict, Master (Ord. 11-18-21)		25.00
Pro. Greeley, paid		9.35
Atty		3.00

Nov 18-21 Rec'd
Pro Greeley
Nine dollars seventy-
cents in endo
Jas A. Snodgrass Shff

Subpoena in Divorce

And now, April 4, 1921, subpoena is awarded as within prayed; Returnable the second Monday of May, 1921.

(Signed) Thos. J. Prather, P. J.

Writ returned: May 9, 1921, the within named respondent Joseph Bizmesija was not found in my bailiwick.

So answers James A. Snodgrass, Sheriff

June 4, 1921, Alias subpoena in divorce issued, returnable to first Monday of July next.

Alias subpoena retd: July 4, 1921, the within named Joseph Bizmesija was not found in my bailiwick. So answers,

James A. Snodgrass, Sheriff.

Aug. 1, 1921. Order for proclamation issued; returnable to first Monday of Sept. next.

And now, Sept. 5, 1921. I have made proclamation in the above entitled case according to law, and caused the same to be published in the Sambridge Springs Enterprise, a newspaper printed within my bailiwick, for four weeks successively prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached.

So answers James A. Snodgrass, Sheriff.

And now, Sept. 26, 1921, On motion in open court, G. W. Benedict, Esq. is appointed Master in this case to take testimony on part of the libellant and make report thereon to the court. Per Curiam.

(See paper filed) Commission issued

Nov. 7, 1921, Testimony and report of Master filed.

On Argument List for Nov. Term, 1921, No. 19

Dec. 8, 1921. After due consideration, a divorce is decreed as prayed, at the cost of respondent. Per Curiam.

And now, to wit: Dec. 8, 1921 A.D. this cause came on to be heard on libel subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged, and decreed, That the said Barbara Bizmesija be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Barbara Bizmesija the libellant, and the said Joseph Bizmesija the respondent; and that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent, at any time heretofore in pursuance of said marriage shall cease and determine; And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married. Per Curiam (See paper filed)

MAY TERM, 1921

Albert L Thomas
46

July 12 1922 Rec'd of Pff by atty nineteen and 55/100 Dollars Shff & Proctys costs
V. L Greeley Pro

July 17 1922 Rec'd of Pro Greeley nine and 70/100 Dollars my costs
Jas A. Snodgrass

Rudolph Hodge
vs.
Cora E. Hodge
Issued April 4, 1921.

Tax & writ (atty pd)	2.00
Shff. Snodgrass	1.60
Shff. Snodgrass 2nd	1.60
Shff. Snodgrass on Pro	6.50
W. B. Best Master	25.00
Pro Greeley	9.85
atty	3.00

Subpoena in Divorce
Returnable to next term.

And now, April 4, 1921 subpoena awarded. (Signed) Thos. J. Prather, P. J.

Writ returned: May 9, 1921 the within named respondent Cora E. Hodge was not found in my bailiwick.

So answers, James A. Snodgrass, Shff.

Now, ~~June~~ July 5, 1921, upon presentation of the within motion, amendment allowed as prayed for. Per Curiam. (See paper filed)

July 13, 1921 Alias subpoena in divorce issued, returnable to first Monday of Sept. next.

Alias subpoena rtd: Sept. 5, 1921, The within named respondent, Cora E. Hodge, was not found in my bailiwick.

So answers, James A. Snodgrass, Shff.

Sept. 12, 1921. Order issued for publication of Shffs. proclamation, returnable to 1st Monday of Nov. next.

And now, Nov. 7, 1921, I, James A. Snodgrass, Sheriff of Crawford County, do hereby certify and make return: That I have made proclamation in the above entitled case according to law, and caused the same to be published in the Cochranton Times, a newspaper printed within my bailiwick, and four weeks successively prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached.

So answers, James A. Snodgrass, Sheriff.

June 5 1922 On motion in Open Court W. B. Best Esq is appointed Master in this case to take testimony on part of the libellant and make report thereon to the Court. Per Curiam

Sept. 9, 1922, Testimony and report of Master filed.

On Argument List for Sept. Term, 1922, No. 19.

Oct. 18, 1922. After due consideration, a divorce is decreed as prayed. Per Curiam.

Decree:—And now to wit; October 18, A.D. 1922, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed,

That the said Rudolph Hodge be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him, the said Rudolph Hodge, the libellant, and the said Cora E. Hodge, the respondent; and that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent, at any time heretofore in pursuance of said marriage, shall cease and determine;

And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married.

(See paper filed) Per Curiam.

B. B. Bickett

47

Feby 23 1923 Recd of Pro Greely 2.50 adv account

Tribune Pub. by CB Mence 2/23-23

Dec. 28, 1922 Recd of B.B. Bickett Esq, Atty for Guardian, $10.00, being costs of Pro. Greeley $7.00 and Advertising notice $3.00
V.L. Greeley, Pro.

Dec. 28, 1922, Final a/c. of Charles E. Wertz, committee, filed, and notice issued for publication in the Tribune-Republican, that said account will be allowed and finally confirmed on the 1st Monday of Feb. next, unless exceptions thereto be filed in the meantime.

Jan. 9, 1923. Proof of publication of notice of account filed.

Feb. 5, 1923 Atty Generals acceptance of notice of account filed.

Feb. 5, 1923. On motion in open court, final acct of Committee is finally confirmed. Per Curiam (See paper filed)

Petition of Charles E. Wertz for Inquisition in Lunacy as to Dessie Wertz of the City of Meadville
Entered April 4, 1921

	#
Pro. Greeley	5.00
Comr. Bordwell	25.00
Shff. Mize (use of Comr.)	4.00
Jurors. (use of Comr.)	19.80
Attorney	15.00
Affidavit use of atty	1.00
Pro. Greeley on a/c	2.00
Adv. a/c	3.00

April 4, 1921. Petition presented in open court and filed. W. p. 146.

Now, April 4, 1921, upon consideration of within petition, a commission as prayed for is awarded, to be issued to B. E. Bordwell of Warren, Pa., who is hereby appointed Commissioner; said commission returnable to next term. Notice of these proceedings to be served upon the alleged lunatic at least 6 days prior to hearing by commissioner; also, notice by mail to be sent Frank Wertz (a brother), whose residence is Conneaut Lake, Pa., at least six days prior to said hearing.

Per Curiam.

Same day, commission issued.

May 9, 1921. Return of inquisition filed. The inquest find: "That the said Dessie Wertz is a lunatic at the time of taking this inquisition, and has been such for ten (10) months and upwards without lucid intervals, and at the time of her becoming a lunatic she was seized and possessed of certain lands and tenements as well as certain goods and chattels as per schedule attached hereto, valued at a net valuation of $1950.00, and the inquest aforesaid further say that the said Dessie Wertz is of the age of sixty-two (62) years or thereabouts, and that Charles E. Wertz of the age of 45 years of Conneaut Lake, Pa.; and John Wertz, aged about 68 years, resident of Live Oak, Cal., brothers; and Caroline Henry, aged about 66 years, of Phoenix, Ariz., a sister; and Adelaide Klingensmith, aged about 64 years, of St. Paul Neb., a sister; Anna Peterson of Greenville, Pa., aged about 60 years, a sister; and Arnette Brown, aged about 54 years of Meadville, Pa., a sister; and Bertie Rawson of Conneaut Lake, Pa., a sister, aged 51 years; and Frank Wertz of Conneaut Lake, Pa., a brother of Conneaut Lake, Pa., aged 53 years, and Mrs. Hazel Gage of Niagara Falls, N.Y., a niece aged about 26 years, and Ethel Newel aged about 30 years of Meadville, Pa., a niece; and Genevra Buchanan of Meadville, Pa., aged about 23 years, a niece, - are her only heirs and next of kin."

Now, May 9, 1921. Return of the commission in this case confirmed by the Court, and Chas. E. Wertz is appointed committee in this case. Bond required in the sum of $2500.00. Per Curiam. (See paper filed)

Now, May 9, 1921, the fees of the Commissioner in this case are fixed at $25.00, and the fees of the attorney for petitioner at $15.00, and all record costs in addition are to be paid out of the estate of the lunatic. (See paper filed)

Per Curiam.

June 6, 1921. Bond of Chas. E. Wertz, committee, with United States Fidelity & Guaranty Company, as surety, in the sum of $2500.00, approved by the Court and filed.

~~July 13, 1921. Affidavit of defense filed.~~

Costs on margin.

MAY TERM, 1921

Albert L Thomas 48	Petition of Lawrence Leberman and Lula J. Leberman for the adoption of David King as their child and heir. Entered April 4, 1921. Bros. Greeley 2.00	April 4, 1921. Petition with consent of surviving parent and supporting affidavits annexed filed in open Court. Decree. Now, April 4, 1921, upon presentation of the within petition and after due consideration thereof, and it appearing by said petition that the mother of said child is dead and that the father, Norman King, has consented to the adoption, and the Court being satisfied that the welfare of said David King will be promoted by such adoption, it is on motion of Albert L Thomas, Esq. ordered, adjudged and decreed that the prayer of said petition be granted, and that the said David King shall assume the name of the said petitioners, and shall have all the rights of a child and heir of the said petitioners, and be subject to the duties of such child. Per Curiam. (Signed) Thos. J. Brather, P.J.

James D. Roberts

49

May 13 1921 Rec'd of Pelff by atty Thirty three and 15/100 dollar being Shff & Proctr Costs
V. L. Greeley, Pro

May 14 1921 Rec'd of Pro Greeley Nineteen and 15/100 Dollars my costs
Jas A Snodgrass Sheriff

Petition of Anton Swikle and Mary (Mari) Swikle for Satisfaction of four Mortgages: one given by W. W. Leighton to Wm Fuller, recorded in Mortgage Book M. p. 181; two given by John Hibbard to Enterprise Building & Loan Association recorded in Mortgage Book R. p. 377 and B. p. 21, and one given by George Shattle to Isaac Onspaugh recorded in Mortgage Book Y. p. 553.
Entered April 4, 1921

Pro. Greeley	14.00
Shff. Snodgrass	19.15

April 4, 1921. Petition filed in open court.

And now, April 4, 1921, on presentation of the foregoing petition in open court, upon consideration thereof, it is ordered and decreed that the Sheriff of Crawford County serve notice upon William Fuller, his heirs or assigns, the Enterprise Building and Loan Association of Meadville, Pa., its successors and assigns, and Isaac Onspaugh, his heirs and assigns, and upon any other holder or holders of the mortgages described in this petition, if they or any of them can be found in this County, and if said parties are unknown and cannot be found, that he shall give public notice by advertisement of the facts set forth in this petition, once a week for four successive weeks in one newspaper of general circulation published in Crawford County, requiring the parties interested to appear in this court on the second Monday of May next to answer said petition and to show cause why satisfaction should not be entered on the record of the mortgages therein described by the Recorder of said county as prayed for in said petition. Per Curiam. Same day, order issued to Sheriff.

Order returned: To the Hon. Thos. J. Prather, Judge, etc,

I, James A. Snodgrass, Sheriff, make return and report, That the within named William Fuller, Enterprise Building and Loan Association of Meadville, Pa., and Isaac Onspaugh, or the legal holder or holders of the within mentioned mortgages, could not be found in this my bailiwick (Crawford County) or elsewhere, Therefore I gave public notice, stating the facts set forth in the within mentioned petition of Anton Swikle and Mary Swikle, in the Cochranton Times published weekly at Cochranton, Pa., within said county, once a week four weeks successively, prior to the second Monday of May, A.D. 1921, to wit in the issues of said paper on the 13th, 20th, 27th days of April, and the 4th day of May, 1921, requiring the said Wm. Fuller, the Enterprise Building and Loan Association, and Isaac Onspaugh, their heirs or assigns or successors, or the legal holders of the said mortgages to appear on the second Monday of May, 1921, and answer the petition aforesaid, and that due proof of the publication of said notice hereto annexed. So answers James A. Snodgrass, Sheriff.

Decree:- And now, May 9, 1921, the Sheriff of this county having made return to the order of this court heretofore issued, and to him directed, that he was unable to find the Enterprise Building and Loan Association, of Meadville, Pa., or its successors; Wm. Fuller or any of his heirs; or Isaac Onspaugh, or any of his heirs, or

Record continued on page 286

W. J. Sirdevan

50

May 9 1921 Rec'd of Pffs atty Eight and 75/100 dollars being Shff + Postings costs
V. L. Greeley Pro

May 9 Rec'd of Pro Greeley my Costs Mile + Straw in Ds + Snodgrass Shff

Petition of Annie B. Goldstein for Satisfaction of a mortgage given by George D Stewart to J. D. Angier, Trustee, recorded in Mortgage Book "2" page 732
Entered April 4, 1921.

	#
Pro. Greeley	5.00
Shff. Snodgrass	3.75

April 4, 1921. Petition filed in open Court.

And now, April 4, 1921, upon consideration of the foregoing petition and on motion of W. J. Sirdevan, attorney for the petitioner, it is ordered and decreed that the Sheriff of Crawford County, Pennsylvania, serve a notice upon the known holder or holders of the mortgage described in the foregoing petition and have known residence, and if said parties are unknown and cannot be found that he shall give public notice of the facts set forth in the within petition once a week for four successive weeks after presentation of this petition and before the return day thereof, in the Titusville Herald, a newspaper of general circulation published in the City of Titusville, Pa., commanding said parties to appear before the said Court on the second Monday of May next, to-wit, May 9, 1921, and show why the proper decree should not be granted and satisfaction of said mortgage should not be entered on the record thereof as within prayed.

(See petition filed) Same day, Order issued to Sheriff. Per Curiam.

Order returned: To the Honorable, the Judge of said Court:
I do hereby certify and return that I was unable to find the above named J. D. Angier, Trustee for the creditors of the Titusville Savings Bank, his legal representatives, successors or assigns, or the holder or holders of the above mentioned mortgage, if any, in my bailiwick, and that in obedience to an order of this Court to me directed, a notice of the facts set forth in the petition was advertised once a week for four successive weeks after the presentation of the said petition, in the Titusville Herald, a daily newspaper of general circulation, published in the City of Titusville, Pa., as will appear by proof of publication hereto attached, said notice having been published in said newspaper in the issues of the 8th, 15th, 22d and 29th days of April, 1921.
So answers James A. Snodgrass, Sheriff

Order returned: To the Honorable, the Judge of said Court.
And now, May 9th 1921, the Sheriff of Crawford County having made due return that he was unable to find the above named J. D. Algier, Trustee for the creditors of Titusville Savings Bank, his legal representatives, successors or assigns or the holder or holders of the above mentioned mortgage in his bailiwick, and that in obedience to the order of this Court to said Sheriff directed, a notice of the facts set forth in the foregoing petition was advertised once a week for four successive weeks after the presentation of the petition, to-wit: on the 8th, 15th, 22nd, and 29th days of April, 1921, in the Titusville Herald, a daily newspaper of general circulation,

Record Continued on page 348

W. J. Sirdevan

51

May 9, 1921 Rec'd of Peffer atty Eight and 75/100 Dollars Shff & Prothys costs V. L. Greeley Pro

May 9 Rec'd of P. B. Greeley Fifty dollars Seventy five cents my Costs Jas A Snodgrass Sheriff

Petition of V. Burton Eiler and Hazel, his wife, for Satisfaction of a mortgage given by N. Byron Barndall to Elvina Irwin, recorded in Mortgage Book S page 639 Entered April 4, 1921

Pro. Greeley	5.00
Shff. Snodgrass	3.75

April 4, 1921 Petition presented in open Court and filed.

And now, April 4, 1921, Upon consideration of the foregoing petition and on motion of W. J. Sirdevan, Attorney for the petitioner it is ordered and decreed that the Sheriff of Crawford County, Pa, serve a notice upon the known holder or holders of the mortgage described in the foregoing petition and have known residence, and if said parties are unknown and cannot be found, that he shall give public notice of the facts set forth in the within petition, once a week for four successive weeks after presentation of this petition and before the return day thereof, in the Titusville Herald, a newspaper of general circulation published in the City of Titusville, Pa, commanding said parties to appear before the said Court on the second Monday of May, next to wit, May 9, 1921 and show cause why the proper decree should not be granted and satisfaction of said mortgage should not be entered on the record thereof, as within prayed (See petition filed) Same day, Order issued to Sheriff. Per Curiam

Order returned. To the Hon. Thomas J. Prather, Judge, etc.

I do hereby certify and return that I was unable to find the above named Elvina Irwin, her legal representatives, heirs or assigns, or the holder or holders, if any, of the above mentioned mortgage, in my bailiwick, and that in obedience to an order of this Court to me directed, a notice of the facts set forth in the petition hereto annexed, was advertised once a week for four successive weeks after the presentation of the said petition, in the Titusville Herald, a daily newspaper of general circulation published in the City of Titusville, County of Crawford, and State of Pennsylvania, as will appear by proof of publication hereto annexed said notice having been published in said newspaper in the issues of the 8th, 15th, 22nd and 29th days of April, 1921. So answers,

James A. Snodgrass, Sheriff.

Decree:— And now, May 9, 1921, the Sheriff of Crawford County having made due return that he was unable to find the above named Elvina Irwin, her legal representatives, heirs or assigns, or the holder or holders of the within mentioned mortgage, in his bailiwick, and that in obedience to the order of this Court to said Sheriff directed, a notice of the facts set forth in the foregoing petition was advertised once a week for four successive weeks after the presentation of the petition, to-wit: on the 8th, 15th, 22nd, and 29th days of April 1921, in the Titusville Herald, a daily newspaper of general circulation published in the City of Titusville, Crawford County, Pennsylvania, as appears by the proof of publication annexed to the return of the Sheriff. And no person appearing to answer the said petition as aforesaid, and

Record Continued on page 5-87

Leland J. Culbertson

52

Petition of L. A. Loucks, J. A. Lamb, E. E. Bozadd and L. B. Hague for abolishment of Beaver Independent School District in Beaver Township. Entered April 4, 1921.

Bro. Greeley 7-28-21 paid 5.00

April 4, 1921. Petition, with waiver of notice by four members of school board and financial statement annexed, presented in open Court & filed.

And now, April 4, 1921, upon presentation of the within petition in open Court, and after due consideration thereof, a rule is granted to show cause why said Independent School District of Beaver Township should not be abolished, notice thereof to be given by publication in the Conneautville Courier for two successive weeks; Rule returnable to the first Monday of May, 1921. Per Curiam. (See petition filed)

For Petition re-establishing the Beaver Independent School District after the School Code of 1911, See No. 55 Sept Term, 1911.

May 24, 1921; Proof of publication of notice filed.

Decree:- Now, May 24, 1921, upon consideration of the above stated case and the prayer of the petition in same, and it having been shown to the Court that due and proper notice was served on the School Directors of Beaver Township, Crawford County, Penna, and also a rule having been granted to show cause why said district should not be abolished, and notice of said rule having been given by publication in the Conneautville Courier, a newspaper of general circulation in said county and district, and it also having been returnable to the first Monday of May, 1921, and it appearing to the satisfaction of the Court that no reasonable objections have been filed thereto, it is ordered, adjudged decreed that the said Beaver Independent School District of Beaver Township, Crawford County, Pennsylvania, be and is hereby dissolved pursuant to authority in such case made and provided by Section 116, of the Schools Law, passed by the General Assembly, 1915. (See paper filed).

Per Curiam.

Thomas J. Prather. J.

53

F. J. Goodwill
vs
John Robishaw
Entered April 5, 1921

Pro. Greeley (paid included in debt) # 225

Oct. 6. May Term, 1916.
Amicable Scire Facias sur Judgment
It is agreed That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the deft. by the Sheriff of said county and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of One thousand one hundred seventy six and 65/100 Dollars, being the amount of debt, interest and costs now due on the original judgment.

Debt # 1176.65
Int. from April 1, 1921.

R.p. 81. Judgment
V. L. Greeley, Pro.

MAY TERM, 1921

Leland J. Culbertson

54

Atty. Kohler
for Plff

by default, for failure to traverse the title and facts contained in plaintiffs abstract of title and for failure to file an abstract of title and affidavit of defense upon which they rely. (See paper filed)
Judgment
V. L. Greeley,
Prothy.

M. pages 226, 227, 229 & 228.
F. page 132.

Mch 7 1925 Recd of Deft Twenty five and 45/100 Dollars Shff & Pros costs
V. L. Greeley Pro

Hattie B. Jones, Administrator of the estate of Sarah A. Jones, deceased,
vs.
Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased, Harvey Mondereau, Leroy Mondereau, Pearl Mondereau First, and Nancy F. Mondereau, Testamentary Guardian of Lorena Mondereau, and Nancy F. Mondereau, widow.
Issued April 6, 1921.

	#
Jay & writ (paid)	2 50
Shff. Snodgrass,	11.00
Pro. Greeley,	4.25
Shff. Snodgrass on rule	10.20
Atty	3.00

Ejectment for two pieces of land in Troy Township, one containing thirty-three acres, more or less and the other fifty acres, more or less.
April 6, 1921, Affidavit of plaintiff, declaration, and abstract of title filed.
Writ returned: Served the within writ by handing a true and attested copy thereof personally to the within named Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased, Nancy F. Mondereau, widow and Nancy F. Mondereau, Testamentary Guardian of Lorena Mondereau, a minor, in person, also by informing her of the contents. As to Leroy Mondereau, by handing a true and attested copy thereof to an adult member of his family at his dwelling house in the City of Meadville, Pa. As to Harvey Mondereau and Pearl Mondereau First by handing to each personally a true and attested copy thereof and by informing them of the contents. All the above served on the 9th day of April A.D. 1921. Also, by going to the within described property, on the 11th day of April, 1921, and found no one in possession thereof, so posted a true and attested copy thereof on the building, to wit on the dwelling.
So answers James A. Snodgrass, Sheriff.
Now, May 2, 1921, Defts. are granted 20 days additional time for filing affidavit of defence. Per Curiam. (See paper filed)
Now, May 19, 1921, comes the plaintiff by her attorney, Leland J. Culbertson, Esq., and rules on defendants to file their abstract of title and affidavit of defense, and admit or traverse the facts within twenty days from date hereof. (See paper filed) Rule issued
Rule returned: May 28, 1921, Served the within writ on the within named Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased, Nancy F. Mondereau, widow, Nancy F. Mondereau, testamentary guardian of Lorena Mondereau, Harvey Mondereau, Pearl Mondereau First, by handing personally to each a true and attested copy thereof, and as to Leroy Mondereau, by handing a true and attested copy to an adult member of his family at his dwelling house in the City of Meadville, Pa. See affidavit of service by Sheriff thereto attached. So answers, James A. Snodgrass, Sheriff.
And now, July 20, 1921, the plaintiff by her attorney takes judgment in favor of the above named plaintiff and against the above named defendants, Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased, Nancy F. Mondereau, widow, Harvey Mondereau, Leroy Mondereau, Pearl Mondereau First, and Lorena Mondereau, through her Guardian, Nancy F. Mondereau, they being the heirs at law and devisees of Isaac Mondereau, deceased, for the land described in the praecipe and writ,

— Continued on margin of this page. —

A. R. Thompson
55

Helen Polansky McGraw
vs.
Joseph P. McGraw
Issued April 8, 1921

Jay Twist (apr 11-1921 paid		2.00
Jas J. Marron Constable (pd)		1.25
W. J. Birdevan, Master (pd 8-15-21)		25.00
Chas Greeley paid		7.35
Atty		3.00

Subpoena in Divorce

And now, April 8, 1921. Let a subpoena issue, returnable the second Monday of May, 1921. (Signed) Thos. J. Brather, P.J.

Subpoena returned: Served this original subpoena in divorce upon Joseph P. McGraw, the respondent April 9, 1921 by making the contents known to him and by leaving with him a true and attested copy thereof.

So answers, Jas J. Marron, Constable.

And now, May 9, 1921 W. J. Birdevan, Esq., is appointed Master.

(See paper filed) Continued By Hon. Thos. J. Brather, P.J.

Aug 12 1921 Testimony on part of the Libellant and Report of Master filed.

On Argt List for Sept. Term, 1921, No. 13

Sept. 27, 1921

After due consideration a divorce is decreed as prayed and at cost of respondent. Per Curiam.

Decree:- And now, to wit: Sept. 27, A.D. 1921, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged, and decreed:

That the said Helen Polansky Mc Graw, be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Helen Polansky Mc. Graw, the libellant, and the said Joseph P. McGraw, the respondent; and that thereupon all and every the duties, rights and claims accruing to either the said libellant, or the said respondent, at any time heretofore in pursuance of said marriage, shall cease and determine;

And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married. Per Curiam.

(Sept. 27, 1921)

W. J. Sirdevan
56

Sina Altina Titus
vs.
Earl Titus
Issued April 8, 1921.

	#
Tax & writ (Atty pd)	2.00
Shff. Snodgrass	5.00
M. B. Ashley, Const. (Paid)	1.25
G. F. Brown, Master pd 11-18-21	25.00
Pro. Greeley paid	7.35
Atty	3.00
C. W. Benedict, Master	25.00

Subpoena in Divorce.
And now, April 8, 1921, Subpoena awarded, Returnable 2d Monday of May, 1921 (Signed) Thos. J. Prather, P. J.
Subpoena rec'd. On April 25, 1921, personally served the within subpoena upon Earl Titus, by leaving with him a true and attested copy thereof and at the same time making known to him the full and entire contents of the within subpoena.
So answers M. B. Ashley, Constable.
(See affidavit on subpoena)
And now, May 9, 1921, Geo. F. Brown, Esq. is appointed Master to take the testimony of libellant and her witnesses and report the same to the Court with his opinion thereon. By Hon. Thos. J. Prather, P. J.
(See paper filed) Commission issued.

MY 19-1921
Rec'd of Pro Greeley two dollars my costs
Jas. A. Snodgrass Sheriff

On Argument List for Nov. Term, 1921, No 20
And now, March 6, 1922. On motion in open court, the court grants a rule upon George Frank Brown, Esq. to show cause why he should not be removed as Master in this case: Returnable to Monday, March 13, 1922, at 10 o'clock A.M.
(See paper filed) Rule issued. Per Curiam.
And now, April 3, 1922, the libellant, Sina Altina Titus, through her attorney, W. J. Sirdevan, having heretofore, to wit, on the 6th day of March, 1922, presented a petition for a rule upon George Frank Brown, Master herein, to show cause why he should not be removed, as Master, for neglect, failure and refusal to file his report herein, which rule was returnable on the 13th day of March, 1922, at 10 o'clock A.M., as appears by certified copy of said rule hereto attached, and due proof being submitted herewith of service of said rule upon said Master at the City of Titusville, Pa., on the 8th day of March, 1922, and it further appearing that said Master has failed and defaulted in answering the said rule and the petition upon which the same is based, it is Ordered, adjudged and decreed, That the appointment of said Master herein made, be and the same hereby is de vacated and set aside, and the said Master is hereby ordered and directed to return forthwith all papers in the case to the files of the Prothonotary of this Court; and it is further ordered that C. W. Benedict, Esq., of Titusville, Pa., be and he hereby is appointed Master in the place and stead of the stead of the said George Frank Brown.
(See paper filed) Com. issued. Per Curiam.
April 3, 1922, Certified copy of order issued.
April 21, 1922. Testimony taken before C. W. Benedict, Master filed.
April 21, 1922. Report of C. W. Benedict, Master filed.
On Argument List for May Term, 1922, No. 17

Record continued on page 545

June 15, 1922. After due consideration, a divorce is decreed as prayed upon the complaint of adultery of respondent with Fay Langworthy, and it is further decreed as the law declares, that the said Earl Titus shall not marry the said Fay Langworthy during the life of Sina Altina Titus, the libellant. Per Curiam

J. E. Bossard

57

Donald C. Thompson, for Tony Musico. 5-2-21 D.C.T.

Otto Hohler for Nancy F. Mondereau Ex^x & heirs.

Aug 8 1921 Recd of Jeff by atty Twenty and 50/100 Dollars Shiff Bros & Recorders Costs
V. L. Greeley Pro

Aug 8-1921 Recd of Pro Greeley Fifteen Dollars in Costs
Jas A. Snodgrass Sheriff

David S. Kidd and Lillian Kidd

vs.

Dominic Furno alias Domenico Furno, mortgagor; and Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased, Nancy F. Mondereau, Harvey Mondereau, Leroy Mondereau, Nancy F. Mondereau, Testamentary Guardian of Lorena Mondereau, Pearl Mondereau First, and Tony Musico, Terre Tenants.

Issued April 9, 1921.

Tax writ (paid)		2.25
Shiff Snodgrass,		15.00
Rec Miller 8/6/21	F.Fa.	3.50
Pro. Greeley		3.50
Attorney		3.00
Pro Pro		1.50
		$ 25.75

Scire Facias sur Mortgage recorded in Mortgage Book No. 94, Page 43; Returnable to first Monday of May, 1921.

April 9, 1921. Affidavit as to title of land filed.

Writ returned: April 11, 1921, served the within writ on the within named Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased, Nancy F. Mondereau, testamentary guardian of Lorena Mondereau, a minor, Nancy F. Mondereau, by handing a true and attested copy thereof personally for each. As to Leroy Mondereau by handing a true and attested copy thereof to an adult member of his family at his dwelling house in Meadville, Pa. As to Harvey Mondereau and Pearl Mondereau First, by handing to each a true and attested copy thereof personally April 12, 1921, served the within writ on Dominic Furno, alias Domenico Furno, mortgagor, and Tony Musico, by handing a true and attested copy to each. Went to the within described property and found in possession thereof, Gus Brown and George Green; served this writ by handing to each a true and attested copy thereof.

So answers James A. Snodgrass Sheriff

And now, June 4, 1921, On motion of plaintiffs attorney, judgment is entered in the above entitled case as follows: against the defendants Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased, Nancy F. Mondereau, Harvey Mondereau, LeRoy Mondereau, Nancy F. Mondereau, testamentary guardian of Lorena Mondereau, Pearl Mondereau First and Tony Musico, for want of an affidavit of defense, and against Dominic Furno, alias Dominic Furno, Gus Brown and George Greene, for want of an appearance and for want of an affidavit of defense. Same day, Judgment liquidated at the sum of One thousand and eighty Dollars, with interest from April 4, 1921. (See Rule Doc. 12, page 546)

Debt $ 1080.00

Int. from April 4, 1921.

Judgment

V. L. Greeley, Pro.

I. p. 104 F. fa. p. 133-132 M. f. fa. 227, 226, 229, 228 Br. f. 131 G. f. 156

August 8th Received satisfaction in full of this debt interest and costs and I authorize and direct the Prothonotary to satisfy the same of record.

J. E. Bossard, Atty for Plaintiff

C. Victor Johnson
58

Eva J. Bailey
vs.
James C. Bailey
Issued April 9, 1921

	#
Tax Writ (Atty pd)	2.00
Shff. Snodgrass	1.60
Prov	8.35
Master (pd by Libellant)	25.00
atty	3.00

Subpoena in Divorce
Returnable to next term.
And now April 8, 1921, subpoena awarded. (Signed) Thos. J. Prather, P.J.
Writ returned: May 9, 1921, the within named respondent James C. Bailey was not found in my bailiwick.
So answers James A. Snodgrass, Sheriff.
Aug. 9, 1921, Alias subpoena in divorce issued, returnable to Second Monday of September next.
Aug. 30, 1921, Affidavit of R. R. Bailey on subpoena in divorce filed, to wit: "Served the within subpoena in divorce upon James C. Bailey, the respondent, in Rockdale Township, Crawford County, Pennsylvania, and at the Willis Grove Picnic Grounds, on Friday the 19th day of August, 1921, by making known to him the contents thereof and by handing him a true and correct copy thereof." So answers R. R. Bailey.
And, now, Sept. 14, 1921, Curtis L. Webb, Esq., is appointed Master to take the testimony and make report thereon to the Court. (See paper filed) both issued. Per Curiam.
Sept. 15, 1921. Testimony and report of Master filed.
On Argument List for Sept. Term, 1921 No 14.
Sept. 27, 1921. After due consideration a divorce is decreed as prayed, and at cost of respondent. Per Curiam.
Decree:- And now, to wit; Sept. 27, A. D. 1921, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court, that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed;
That the said Eva J. Bailey be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Eva J. Bailey, the libellant, and the said James C. Bailey, the respondent; and that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent, at any time heretofore in pursuance of said marriage, shall cease and determine; And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married. Per Curiam.
(See paper filed)

Sept 14 1921 Rec'd of Petf by atty Nine and 95/100 Dollars Shff's and Proths Costs
V. L. Greeley Pro.

Sept 15 Rec'd my costs one Dollar sixty cents
Jas A Snodgrass Sheriff

Albert L. Thomas

5q

Now May 9, 1921. Rec'd of D. M. Clark Garnishee, One hundred Three & 50/100 being amount of debt interest and all costs and I direct the prothonotary to satisfy said judgment of record

Albert L. Thomas
Atty for Pltff.

The Wyatt Thomas Co.
use of W. E. Wyatt & Son
vs.
E. L. McQuiston
Issued April 9, 1921

Jay Twp Off. (paid)	#	2.50
Shff Snodgrass 5-10 21 paid		3.00
Pro G		2.00

Foreign Attachment in Assumpsit, Returnable to next term. Bail to dissolve $300.00.

To attach the goods, chattels, moneys, lands, etc., rights and credits of the said defendant, in whose hands soever the same may be, and summon them as garnishees; and especially attach all moneys, goods, chattels, rights and credits belonging to the said defendant in the late partnership of Clark & McQuiston, or in the hands of the said D. M. Clark.

April 9, 1921 Affidavit of cause of action filed.

April 9, 1921 Plaintiffs statement of claim filed.

Writ returned: April 9, 1921, served the within writ by going to the place of business of D M Clark on Market Street, Meadville, Pa., and then and there declaring in the presence of witnesses, to wit, W. M. Lang and James Lawrence, that I so attached goods, chattels, moneys, credits and legacies of the within named E. L. McQuiston, defendant in the presence of garnishee; and at the same time, served the within writ on D. M. Clark, garnishee by handing personally a true and attested copy thereof, and summoned him to appear as herein commanded. As to the defendant E. L. McQuiston, I make return of "Nihil habet." So answers

James A. Snodgrass, Shff.

Leland J Culbertson

60

Otto Kohler
for pfs

for failure to traverse the title and facts contained in plaintiffs abstract of title, and for failure to file an abstract of title and affidavit of defense upon which they rely. (See paper filed)
Judgment
V. L Greeley, Prs.

M. pages 226, 227, 228 + 229.
F. page 132.

Mch 7 1925 - Rec'd of Dept Twenty five and 45/100 Dollars Shff + Proctys costs
V. L Greeley Pro

Almina A. Reid, Executrix of the estate of
A. W. Reid, deceased,
vs.
Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased, Nancy F. Mondereau, widow, Harvey Mondereau, Leroy Mondereau, Pearl Mondereau First, and Nancy F. Mondereau, Testamentary Guardian of Lorena Mondereau

Issued April 11, 1921.

Tax & writ Cpd by Atty	$ 2.50
Shff Snodgrass	11.00
Pro Greeley	4.25
Shff Snodgrass on rule,	10.20
Atty	3.00

Ejectment for a lot on the west side of South Main Street in the Third Ward, City of Meadville. Returnable to the first Monday of May, 1921.

April 11, 1921, Affidavit of plaintiffs declaration and abstract of title, filed.

Writ returned. The Sheriff makes affidavit, "That he served the within writ by handing a true and attested copy thereof personally to the within named Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased, Nancy F. Mondereau, widow, and Nancy F. Mondereau, testamentary guardian of Lorena Mondereau, a minor, in person, also by informing her of the contents. As to Leroy Mondereau, by handing a true and attested copy thereof to an adult member of his family at his dwelling house in the City of Meadville, Pa. As to Harvey Mondereau and Pearl Mondereau First by handing personally a true and attested copy thereof to each and by informing them of the contents. All the above services on the 12th day of April A.D. 1921.

Also, by going to the within described property on the 12th day of April, 1921, and found no one in possession thereof, so posted a true and attested copy thereof on the building, this 13th day of April, 1921.

So answers, James A. Snodgrass, Sheriff.

Now, May 2, 1921, Defts. are granted 20 days from this date for filing affidavit of defence. Per Curr. (See paper filed)

Now, May 19, 1921. Comes the plaintiff by her attorney and rules on the defendants to file their abstract of title and affidavit of defense, and to admit or traverse the facts, within twenty days from date hereof. (See paper filed) Rule issued.

Rule returned: May 28, 1921, served the within writ on the within named Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased, Nancy F. Mondereau, widow, Nancy F. Mondereau, testamentary guardian of Lorena Mondereau, Harvey Mondereau, Pearl Mondereah First, by handing personally to each a true and attested copy thereof, and as to LeRoy Mondereau, by handing a true and attested copy to an adult member of his family at his dwelling house in the City of Meadville, Pa. See affidavit of service by sheriff, hereto attached.

So answers, James A. Snodgrass, Sheriff

And now, July 20, 1921, the plaintiff by her attorney, takes judgment in favor of the above named plaintiff, and against the above named defendants, Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased, Nancy F. Mondereau, widow, Harvey Mondereau, Leroy Mondereau, Pearl Mondereau First and Lorena Mondereau, through her Guardian, Nancy F. Mondereau, they being the heirs at law and devisees of Isaac Mondereau, deceased, for the land described in the praecipe and writ, by default

—Continued on margin of this page—

61

✓ Asro Fish
vs.
✓ Mrs. Edna Foley & W. W. Foley
Entered April 1, 1921

Pro. Greeley (paid)	2.25
Plff. on Orig.	1.25

Of No. 227 February Term, 1916
Amicable Scire Facias sur Judgment

It is agreed That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendants by the Sheriff of said county and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendants, with all the waivers and conditions contained in the original judgment-note, for the sum of Two Hundred Forty Dollars, being the amount of debt, interest at 6% and costs now due on the original judgment.

Debt $240.00
Int. from March 25, 1921.

F. pp. 117 + 118

Judgment
Vs.
Greeley, Prothy

Jan. 5, 1923. The above judgment satisfied. (See paper filed)

John O. & Walter J. McClintock

62

John L. Wilcox, now use of John L. Wilcox and Maud P. Wilcox, husband and wife jointly,

vs

John H. Gourley

Entered April 15, 1921.

Pro. Greeley (paid by Pltf)	#	2.25
Atty		3.00
Unpaid original costs:		
Pltf.		5.75
Atty H.H. McC.		3.00
Atty J.O. McC.		3.00

July 9. 1925. Recd from Mrs Wilcox Nine Dollars the docket fees in this case.
John O McClintock

O.J. No. 90 May Term, 1916

Amicable Scire Facias to revive judgment and continue lien.

It is hereby agreed that an amicable action of Scire Facias be entered of record to revive judgment and continue lien in the above case to have the same force and effect as though Scire Facias had been regularly issued and returned served. And it is further agreed that judgment be entered thereon for the sum of Nine hundred ninety 20 Dollars with interest from February 18, 1921, and costs accrued and of this proceeding and five per cent added for attorneys commission, hereby waiving stay of execution, the right of inquisition and exemption laws.

Debt # 990.20

Int. from Feb. 18, 1921.

G.p. 26.

Judgment

V.L. Greeley, Prothy.

July 9. 1925. Recd satisfaction in full of this Judgment, debt, interest & costs — by hand of Thomas J. Gourley.

John C. Wilcox
Maude P. Wilcox
By Maude P. Wilcox

63

Mrs. Carrie M Smith
Executrix of will of
George H. Smith, decd,
vs.
R. E. Bowden and
Hattie B. Bowden
Entered April 15, 1921

Jno. Greeley (jd by Plff) # 225
Plff on orig. 5.75

No. 89 May Term, 1916.
Amicable Scire Facias sur Judgment

It is agreed That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendants by the Sheriff of said county and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Eight Hundred Dollars, with interest from Oct 23, 1920, and costs, being the amount now due on the original judgment.

Debt #800.00
Int. from Oct. 23, 1920.

See p. 198-198.

Judgment
V. L. Greeley, Jno.

Aug 15 1925- Rec'd of R. E. Bowden Five Hundred Dollars to apply as principal on above judgment
A. J. Hamilton Esq for Carrie M Smith

Sept 18 1925- Rec'd Satisfaction in full debt interest and costs on above judgment
A. J. Hamilton Esq. for Carrie M. Smith

B. B. Pickett
64

Nanny Polcary
vs.
Bolis Kalil, otherwise known as Bolis Kaleel, Defendant, and the New First National Bank of Meadville, Pa., Garnishee.
Issued April 16, 1921

	Tax writ (Pff. paid)	$ 2.50
	Shff. Snodgrass	4.00
	Pro. Z	1.00

Of No 360 February Term, 1921
Attachment Execution
Returnable to next term.
To attach all and singular the goods and chattels, rights and credits, moneys and property of the defendant, in whose hands the same may be, and especially in the hands of the New First National Bank of Meadville, Pa., and summon it as garnishee: Returnable sec. leg.
Writ rcvd. Attached as commanded, and summoned the Garnishees.
(See writ of Att. Ex. for return at length).

Now Apl. 20, 1921 this case settled
B. B. Pickett
Atty for Pff.

April 20, 1921, Recd of Pffs. atty $5.00, being Shffs and Pros Costs
W. L. Greeley Pro

April 20, 1921 Recd from Pro. Greeley, $4.00 being Shffs. costs.
James A Snodgrass Shff

Leland J. Culbertson 65	Marie A. Smock vs. Arden R. Smock Issued April 16, 1921 Tax & writ (atty pd) 2.00 Shff Snodgrass, 3.00	Subpoena in Divorce, with prayer for custody of the parties' only child, Florence Irene Smock. And now, April 16, 1921, subpoena awarded, Returnable first Monday of June, 1921 (Signed) Thos. J. Grather, P. J. Subpoena returned: Served the within subpoena in divorce on the respondent personally, on the 20th day of April, 1921, by delivering to him a true and attested copy of the same and making known to him the contents thereof, as appears from affidavit as above. So answers James A. Snodgrass, Shff.

E. W. McArthur
66

Sept 15-1921 Recd of Peff by atty Twenty One and 80/100 Dollars being Shff's Poundage and docket fee
U. L. Greeley Pro

Sept 16-1921
Recd my costs Nine Dollars Seventy cents in full of Jos A Snodgrass Shff

Esther Pearl Stafford
vs.
Max Edwin Stafford
Issued April 16, 1921

Jay Twp (paid by Lib)		2.00
Shff. Snodgrass		1.60
Shff. Snodgrass on al		1.60
Shff. Snodgrass on proc		6.50
J.W. Smith, Master (paid by Pff)		25.00
Pro. Greeley		9.10
Atty		3.00

Subpoena in Divorce
And now, April 16, 1921, subpoena awarded, Returnable first Monday of June next.
(Signed) Thos. J. Grather, P.J.

Subpoena in Divorce. June 6, 1921, the within named respondent, Max Edwin Stafford, was not found in my bailiwick. So answers, James A. Snodgrass, Shff.

June 7, 1921, Alias subpoena in divorce issued, returnable to first Monday of Aug. next.

Alias Subpoena returned: Aug. 1, 1921, the within named respondent, Max Edwin Stafford, was not found in my bailiwick. So answers
James A. Snodgrass, Shff.

Aug. 1, 1921. Order for publication of Sheriff's proclamation issued; returnable to first Monday of Sept. next.

And now, Sept. 5, 1921.- I have made proclamation in the above entitled case according to law, and caused the same to be published in the Enterprise, of Cambridge Springs, Pa., a newspaper printed within my bailiwick for four weeks successively prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached. So answers James A. Snodgrass, Sheriff

And now, Sept. 6, 1921. J. W. Smith, Esq., is appointed Master.
(See paper filed) Com. issued. By Thos. J. Grather, P.J.

Sept. 15, 1921. Testimony and report of Master filed.
On Argument List for Sept. Term, 1921, No. 15.

Sept. 27, 1921. After due consideration a divorce is decreed as prayed, and at cost of respondent. Per Curiam.

Decree:- And now, to wit; Sept. 27, A.D. 1921, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed;

That the said Esther Pearl Stafford be divorced and forever separated from the nuptial tie and bonds of matrimony heretofore contracted between her, the said Edna Pearl Stafford the libellant, and Max Edwin Stafford, the respondent; and that thereupon all and every the duties, rights and claims accruing to either the said libellant, or the said respondent, at any time heretofore in pursuance of said marriage, shall cease and determine.

And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married. Per Curiam.

(See paper filed)

J. A. Northam
67

Nov 11 1921 Recd of Pepp by atty Ten and 95/100 Dollars Shff + Prothy costs
V. L. Greeley Pro

Feby 18-22
Recd of Pro Greeley three Dollars Sixty cents in my costs
Jas A. Snodgrass

Mildred C. Bourquin
vs
Warren Ducray Bourquin.
Issued April 16, 1921.

Jay Tyrit (pd by atty)	$ 2.00
Shff. Snodgrass	3.60
Pro Greeley	7.35
Master (paid)	25.00
atty	3.00

Subpoena in Divorce.
And now, April 16, 1921, subpoena awarded, Returnable first Monday of June, 1921
(Signed) Thos. J. Grather, P. J.
Subpoena returned: Served the within subpoena in divorce on the respondent personally, on the 29th day of April, 1921, by delivering to him a true and attested copy of the same, and making known to him the contents thereof, as appears from affidavit as above.
So answers James A. Snodgrass, Sheriff.
Now, Nov. 7, 1921, On motion in open Court, A. D. Andrews, Esq., is hereby appointed Master in this case, to take testimony and make report to the Court. By Hon. Thos. J. Grather, P. J.
(See paper filed) Com. issued.
Nov 17 1921 Testimony on part of Libellant and report of Master filed.
On Argument List for Nov. Term, 1920, No. 21
Dec. 8, 1921. After due consideration, a divorce is decreed as prayed, at the cost of respondent. Per Curiam.
And now, to wit: Dec. 8. A. D. 1921. this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed, That the said Mildred C. Bourquin be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Mildred C. Bourquin the libellant, and the said Warren Ducray Bourquin the respondent; and that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent, at any time heretofore in pursuance of said marriage, shall cease and determine; And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married.
Per Curiam
(See paper filed)

C. W. Benedict

68

Swift and Company, a corporation,
vs.
E. E. Boyle
Issued April 19, 1921.

	#
Tax & writ (pd)	2.00
Shff Snodgrass	7.40
Pro Greeley	1.25
Atty	3.00

Summons in Assumpsit
Returnable Second Monday of May, 1921.
Writ returned: April 21, 1921, served the within writ on the within named E. E. Boyle, by handing him personally a true and attested copy thereof and informing him of the contents, at his dwelling house in Centerville, Pa.
So answers James A. Snodgrass Sheriff
Dec 11, 1922. Confession of Judgment by defendant filed, being as follows:-
"And now, December 9, 1922, it is agreed, and the Prothonotary is hereby authorized and directed to enter judgment in favor of the plaintiff and against E. E. Boyle, the defendant, for the sum of Eleven hundred and twelve ($1112.00) dollars and costs of suit, without further proceedings in the case, with the same force and effect as though statement had been filed and judgment taken on verdict of a jury."

(Signed) E. E. Boyle (Seal)
Defendant above named.
C. W. Benedict,
Attorney for Plaintiff.

(See paper filed)

Debt $ 1112.00
Int. from Dec. 9, 1922
Judgment
D. L. Greeley, Prothy

Bo. page 177.

Otto Kohler
69

Reed Bros. & Co.
vs.
Gertrude D. Coffey
Issued April 19, 1921

	$
Tax (Writ (Atty pd)	2.00
Sheff Snodgrass (pd)	2.60
Gro. Fs. since (pd)	1.00

Of No. 368 February Term, 1921.
Attachment Execution,
Returnable to next term.

To levy and attach the debts, deposits, goods and chattels, rights and credits of and moneys due to the defendant, Gertrude D. Coffey, in the hands of the Birmingham Insurance Co. of Pittsburgh, New Brunswick Fire Insurance Co., New Brunswick, N.J., United States Fire Insurance Co., and the North River Insurance Co. of New York, Under the United States Underwriters Policy, and Girard and Marine Insurance Co. of Philadelphia.

April 19, 1921. Writ returned by order of Attorney, Mr. Kohler. My costs paid. So answers,

James A. Snodgrass, Sheriff

Now this case settled. All costs paid - Apr. 19, 1921

Otto Kohler
Atty

B. Victor Johnson

70

Duncan O. Bull and Bartley Bull, Copartners under the firm of B. H. Bull & Son

vs.

Edward M. Roha

Issued April 20, 1921.

Tax & writ (atty pd)	$ 2.00
Shff Snodgrass	3.00
Shff Snodgrass on statement	1.40
Pro. Speeley	2.50
Atty	3.00

Summons in Assumpsit
Returnable to next term.

April 20, 1921 Affidavit that Plffs claim exceeds $300.00, filed

Writ returned: April 20, 1921 served the within summons on the within named Edward M. Roha, by handing a true and attested copy to an adult member of his family, at his residence in West Mead Township. So answers

James A. Snodgrass, Sheriff

May 7, 1921, Plaintiff's statement of claim filed.

Return to Statement: May 14, 1921, served a true and certified copy of the plaintiffs statement of claim on the within named Edward M. Roha, by handing him personally a certified copy thereof.

So answers James A. Snodgrass, Shff

And now, June 6, 1921, On motion in open Court, judgment is granted against the defendant, Edward M. Roha, for want of an appearance and affidavit of defense. Judgment to be liquidated by Prothonotary. Per Curiam.

(See paper filed)

Same day, Judgment liquidated at the sum of Seven hundred fifty and 16/100 Dollars, with costs of suit (See motion)

Debt	$ 750.16
Int. from June 6, 1921	

R. p. 161.

Judgment
D. Speeley, Prothy.

Fi fa to No 31 Sept Term 1921

Aug. 19, 1921. The above judgment satisfied. (See Fi Fa.)

Courtis L. Webb
71

June 8, 1921 Received from Clff $9.75, being the costs taxed in this case.
C. L. Greeley, Prs.

June 8, 1921 Rec'd $2.25 my costs
C. L. Webb Atty

June 9th 1921
Rec'd of Chas Greeley Seven Dollars $7.00 my costs.
Jas A. Snodgrass Sheriff

Ella L. Bird
vs.
Lawrence Developing Company, a foreign corporation, defendant, (and B. L. Singley, George Maxwell, D. M. Clark and F. D. Hornbeck, Garnishees)
Issued April 20, 1921.

Jay & writ (atty pd)	$ 2.25
Shff. Snodgrass,	7.00
Chas. Greeley,	.50

Foreign Attachment in Assumpsit, Returnable to the Second Monday of May, 1921. Bail to Dissolve $5000.00.

To attach all and singular the goods and chattels, lands and tenements, rights and credits of the defendant corporation in whose hands soever they may be, and summon them as garnishees; and especially attach all sums due by B. L. Singley, George Maxwell, D. M. Clark and F. D. Hornbeck to the said defendant, and summon them as garnishees.

Writ returned: April 21, 1921, served the within writ, by going to the Keystone View Co in the City of Meadville, Pa., then and there in the presence of Frank Davis and S. L. Hart, credible persons of the neighborhood in the presence of George Maxwell, B. L. Singley, declared that I attached the moneys, credits, rights and chattels of the defendant in their possession, and at the same time served a true and attested copy of this writ to each personally, and summoned them to appear as herein commanded. Same service as to F. D. Hornbeck at his place of employment at the Bessemer R. R. Depot this city, Fred Weller and J. W. Henry being the witnesses present. As to D. M. Clark, by handing a true and attested copy to an adult member of his family, at his home on Randolph Street, Meadville, Pa. So answers James A. Snodgrass, Sheriff.

And now June 8, 1921 this case having been settled between the parties thereto, I hereby discontinue this proceeding.

Courtis L. Webb
Attorney for Plaintiff

Roy S. Peters

72

E. A. Crosley, now use of J. J. Renner

vs.

Frank Parker

Issued April 21, 1921.

Pro. Greeley (Atty fee)	#	2.00
Shff Snodgrass		7.40
Pro. Greeley		2.50
Atty.		3.00

Jan 2 1923 Recd of Roy S. Peters atty Nine and 90/100 Dollars Shff + Postage costs V. L. Greeley Pro

July 1-24 Recd of Pro Greeley Seven Dollars and forty cents in entire satisfaction of execution Jas A Snodgrass

Of No. 232 November Term, 1907.

Scire Facias to revive and continue the lien of the above judgment, Returnable to next term. B. page 86.

Writ returned: April 21, 1921, served the within Sci. Fa. to revive on the within named Frank Parker, by handing him personally a true and attested copy thereof, and by informing him of the contents, and summoned him to appear as therein commanded.

So answers, James A. Snodgrass, Shff.

And now, to wit, September 26, 1921, On motion of Plaintiff's attorney, judgment is entered in favor of plaintiff's attorney, judgment is entered against defendant for want of an appearance and for want of an affidavit of defense, and liquidated at the sum of One hundred eighty-nine Dollars and fifty-five cents. (See paper filed) #

Debt 189.55

Int. from Sept. 26, 1921

B. page 86.

Judgment

V. L. Greeley, Prothy.

Jan. 2, 1924, Recd ~~Twenty~~ thirty three 33/100 Dollars to apply upon above judgment, which includes $3.00, atty com, + $.25 original costs, Roy L. Peters Atty for Plff.

Thomas & Thomas
vs
John A. McClintock and
Walter J. McClintock
(5/17/21)

Mrs. Eva Jones
vs.
George Jones
Issued April 22, 1921

	#
Tax twrit (paid)	3.00
Shff. Snodgrass	9.40
Geo. Greeley	6.50
Jury fee	4.00
Atty	3.00
Plff's Bill of costs	61.89
Pro. Greeley Sines	2.00
Atty fee—Eva Jones	3.00
Defts Bill of costs	66.30

Replevin for 2 loads of straw, 1 meat barrel, 40 feet of 1½" pipe, 3 pitch forks, 2 manure forks, 3 shovels, 3 quilts, 5 chickens, one half-bushel measure, one ice cream freezer, one double bit axe; one razor strap one mug, 15 gallons vinegar, of the total value of $50.00. Returnable to next term.

April 22, 1921 Affidavit as to value of property filed.

April 22, 1921. Bond of plaintiff with D.W. Jones as surety, in the sum of $100.00, approved and filed.

April 22, 1921. Plaintiffs statement of demand filed.

Writ returned: Replevied as within commanded, April 28, 1921, one ice cream freezer, one quilt, one meat barrel, as to the other goods, defendant claims to have not received (except one load of straw)

Summoned the within named George Jones to appear as herein commanded, and served this writ by handing a true and attested copy thereof to him personally and informing him of the contents on the 22d day of April, 1921.

So answers James A. Snodgrass, Sheriff.

May 17, 1921. Defendant's answer filed and service of same accepted by Plff's atty

On Trial List for 1st 2d Mondays of Oct., 1921, No. 8.

(Mr. Geo. Sprow, Elwood City, Pa., Stenographer)

And now, Oct. 7, 1921. Jury Selected and sworn as follows: 1- D. E. Pennoyer, 2- Joseph Tregley, 3- Henry S. Brown, 4- Dell Brennan, 5- Frank Brow, 6- John A. Blair, 7- James M Ross, 8- J. A. Gilson, 9- Thomas Kinney, 10- Bert D Salen, 11- Clarence Drake, 12 D. E. Crandall: twelve good and lawful men, who upon their solemn oaths which they have taken, say Oct. 8, 1921, they find for plaintiff, subject to special findings of fact.

Oct. 8, 1921, Defts. points filed.

And now, Oct. 10, 1921, Rule to show cause granted why judgment should not be entered for plaintiff on facts found by jury. Per Curiam. (See paper filed)

Oct. 10, 1921, Rule to show cause granted why verdict should not be entered in favor of the defendant and against the plaintiff for the meat barrel, ice cream freezer for $4.50 and for the quilt, and for the other articles mentioned which were claimed by plaintiff and which the jury found were not taken by the defendant from plaintiffs land, with costs of suit; Other proceedings stayed in the meantime. Per Curiam. (See paper filed)

On Argt List for Nov. Term, 1921, No. 14 Nov. 28, 1921, Argued D.W.

July 31, 1922. Defendant's Bill of Costs filed (See paper filed)

Now July 31, 1922 judgement is directed to be entered against George Jones in favor of Eva Jones for $5.00, together with costs, and at the same time

See margin

Oct 8 1921 Recd of Plff mrs Eva Jones Four Dollars Jury fee
U. L Greeley Pro

judgment is directed to be entered against Eva Jones in favor of George Jones for $4.50 with costs
Per Curiam
Thos J. Prather
(See Opinion filed)

Judgment
Appealed to Sup. Ct. U. L. Greeley, Pro.

74

N. W. Dickey
vs
L. E. Dickey
Entered, April 22, 1921

Pro. Greeley (Plff-ft) # 2.25

Of No. 149 May Term, 1916.
Amicable Scire Facias, sur Judgment.
It is agreed That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the deft. by the Sheriff of said County, and duly so returned: and that a judgment be entered thereon in favor of the plaintiff and against the deft., with all the waivers and conditions contained in the original judgment note, for the sum of Four Hundred One and 45/100 Dollars, being the amount of debt, interest and costs now due on the original judgment.

Debt # 401.45
Int. from March 31, 1921.

D. P. 94

Judgment
W. L. Greeley, Pro.

6. Victor Johnson
75

Phernie W. Hazen
vs.
Susan V. Barman,
Joseph D. Barman,
Executor of the last will and testament of William R. Barman, deceased,
Joseph D. Barman, legatee and devisee of William R. Barman, deceased, real and present owner and terre tenant

Issued April 23, 1921.

	#
Tax & writ (Atty/pd)	2.25
Rec. Miller	.50
Shff. Snodgrass	6.90
Gno. Speeler	2.50
Atty	3.00

Sci. Fa. sur Mortgage recorded in Mortgage Book 87, Page 118, Returnable to Second Monday of May, 1921.

April 23, 1921, Affidavit as to title to land filed.

Writ returned: April 25, 1921, served the within writ by going to the within described property and found in possession thereof Joseph D. Barman and wife, Ella Barman, he being Joseph D. Barman Executor, Legatee and Devisee of William R. Barman, deceased; served this writ by handing a true and attested copy thereof to an adult member of his family, to wit, his wife Ella Barman, also, by informing her of the contents thereof. May 9, 1921. As to Susan V. Barman, I make return of "Nihil habet."

So answers, James A. Snodgrass, Shff.

And now, June 6, 1921, On motion in open court, judgment is granted in the above stated case, against the defendants, Susan V. Barman, Joseph D. Barman, Executor, etc., and Joseph D. Barman, legatee and devisee of William R. Barman, deceased, real and present owner and terre tenant, for want of an appearance and affidavit of defense. Judgment to be liquidated by the Prothonotary. Per curiam (See paper filed).

Same day, Judgment liquidated at the sum of One thousand and three Dollars and sixty-four cents. (See motion)

Debt #1003.64
Int. from June 6, 1921
Judgment.
V. L. Greeley, Prothy

b. pages 259, 257 & 25.

Lev. Fac. to No. 33 Sept. Term, 1921.

Aug. 12, 1921. This judgment satisfied. (See receipt & direction of Plffs. Atty on Levari Facias)

Victor Johnson
vs.
J. J. Hazen, M.D.

Joseph D. Barman, Executor of the last will and testament of William R. Barman, deceased.
Issued April 23, 1921.

Pro. Greeley (atty pd) #	2.00
Shff Snodgrass	6.00
Pro. Greeley	2.50
Atty	3.00

No. 246 November Term, 1917
Scire Facias to Joseph D. Barman, Executor of the last will and testament of William R. Barman, deceased, to show cause why he should not be made a party defendant in the above case, and also to revive judgment and continue the lien, &c. quare executionem non, with notice to terre tenants, if any. Returnable the Second Monday of May, 1921. 6. pp. 257 & 25.

Writ returned: And now, April 25, 1921, served the within writ on the within named Joseph D. Barman, Executor of the last will and testament of William R. Barman, deceased, by handing a true and attested copy thereof to an adult member of his family, at his dwelling house in East Fallowfield Township; to wit, his wife, Ella Barman, and informing her of the contents.
So answers James A. Snodgrass, Sheriff.

And now, June 6, 1921, On motion in open Court, judgment is granted against the defendant Joseph D. Barman, Executor of the last will and testament of William R. Barman, deceased, for want of an appearance and affidavit of defense. Judgment to be liquidated by the Prothonotary. Per Curiam. (See paper filed)
Same day, Judgment liquidated at the sum of Two hundred thirty-two and 09/100 Dollars, with costs of suit. (See motion)

Debt 232.09
Int. from June 6, 1921
Judgment
W. L. Greeley, Prothy.

6. pages 257 & 25.

Fi. Fa. to No. 32 Sept. Term 1921
Aug. 12, 1921. This judgment satisfied. (See receipt and direction of plaintiffs attorney on Fi. Fa.)

77

W. L. Braine & Bro.,
B. W. Braine,
vs.
Mrs. Rogene Braine
Entered April 26, 1921

Pro. Greeley (Plff-pd)	# 2.25
Plff on Dirge.	3.50

Of No. 91 May Term, 1916
Amicable Scire Facias Sur Judgment.
It is agreed That the Prothonotary of said Court enter an amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the deft. by the Sheriff of said County, and duly so returned; and that a judgment be entered thereon in favor of the plaintiffs and against the defendants with all the waivers and conditions contained in the original judgment note, for the sum of Five hundred Dollars, with interest from Sept. 19, 1910, now due on the original judgment.

Debt # 500.00
Int. from Sept. 19, 1910.
Judgment
V. L. Greeley, Pro.

6 p. 194.

April 26, 1926. Sci. Fa. to No. 90 May Tr. 1926.

78

O. Clare Kent

Dec. 14, 1921 Received my costs in this case.
O. Clare Kent
Defts. Atty.

Dora Harte
vs
A. L. Henretty, Executor of the estate of T. B. Henretty, decd
Entered April 27, 1921.

Jay & writ (pd by Defts Atty)	$1.50
Costs on Trans. (paid by Dft.)	11.96
Bro. Greeley (pd by Dft. 12/14/21)	.50

Appeal by Defts. from Judgment of D. W. Spaulding, Justice of the Peace.
Dec. 14, 1921. This case settled and discontinued as per receipt and release of plaintiff filed.

O. Clare Kent 79	✓ Rachel Dwyer vs. A. L. Henretty, Executor of the estate of J. B. Henretty, deed Entered April 27, 1921 Tax + entry (Pd by Defts Attys) $ 1.50 Costs on Trans (Pd by Sheff.) 7.82 Grs. Greeley (Pd by Sheff. w/t/c) .50	Appeal by Defts. from Judgment of D. W. Spaulding, Justice of the Peace Dec. 14, 1920 This case settled and discontinued. (See receipt and release of plaintiff filed)
Dec. 14, 1921 Received my costs in this case. O. Clare Kent, Defts. Atty.		

b. Victor Johnson
80
Leontis L. Keeb

Aug 23-1921, Rec. from Pff Mg bracket Lic Fg Fees Sheriff costs — C. Victor Johnson atty for Pff

John Beauchat
vs.
Charles R. Kelly, and Charles R. Kelly, Trustee
Frank Ridgeway, Tenant in Possession
Issued April 27, 1921

	#
Tax writ (pd by atty)	2.25
Rec. Miller	50
Sheff. Snodgrass	11.00
Bro. Greeley	2.50
Atty.	3.00

Scire Facias sur Mortgage recorded in Mortgage Book No. 99, at page 110.
Returnable to the Second Monday of May, 1921.

April 27, 1921. Affidavit as to title to land filed.

Writ returned: Served the within writ on the within named Charles R. Kelly, Charles R. Kelly, Trustee and Charles R. Kelly, President of the Kelly Mfg. Co. he being one and the same person, by handing him personally three true and attested copies thereof, - one individually, one as Trustee, and one as President of the Kelly Mfg. Co. and by reading and making ~~known~~ the contents known at his dwelling house in Lambridge Springs, Pa., on the 30th day of April, 1921. By going to the within described property, found in possession thereof Frank Ridgeway, and according to law I have added his name to this writ, and by handing to him personally a true and attested copy thereof, and by informing him of the contents, at Cochranton, Pa., on the third day of May, 1921.

So answers James A. Snodgrass, Sheriff.

And now, June 6, 1921, On motion in open court, judgment is granted in the above stated case against the defendants, Charles R. Kelly, Charles R. Kelly, Trustee, Kelly Manufacturing Company, and Frank Ridgway, for want of an appearance and an affidavit of defense. Judgment to be liquidated by the Prothonotary. Per Curiam. (See paper filed)

Same day, the judgment is liquidated in accordance with plaintiffs statement on the Sci. Fa. sur mortgage, at the sum of One thousand four hundred ninety-eight Dollars and sixty-eight cents, with costs of suit. (See motion)

	#
Debt	1,498.68
Interest from April 27, 1921	

Judgment.
V. L. Greeley, Prothy.

R. f. 122
R. f. 166.
Firm f. 159

Lev. Fac. to No. 34 Sep. Tr. 1921

J. A. Northam
81

James N. Stanford
vs
Eva Stanford
Issued April 30, 1921

Tax + writ (Atty pd)	2.00	
Costs of service - paid -	.95	
W. B. Beck, Master - paid -	25.00	
Geo. Greeley 8-14-21 paid	7.35	
Atty	3.00	

Subpoena in Divorce
And now, April 29, 1921, subpoena awarded, Returnable First Monday of June, 1921 (Signed) Thos. J. Grather, P.J.
Subpoena returned. Served the within subpoena in divorce upon the respondent Eva Stanford personally upon the 2d day of May, 1921, in the Borough of Cambridge Springs, Pa., by handing her a true and attested copy thereof, and making known to her the contents thereof. So answers A. F. Masters
(See affidavit on subpoena)
And now, July 5, 1921, Wesley B. Beck, Esq. is appointed Master in this case to take testimony and make report thereon to the Court.
(See paper filed) Com. issued. Ger. Buriam
Sept. 10, 1921. Testimony and report of Master filed.

On Argument List for Sept. Term, 1921, No. 16
Sept. 27, 1921. After due consideration, a divorce is decreed as prayed.
Per Curiam.

Decree:- And now, to wit: Sept. 27, 1921; this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed,
That the said James N. Stanford, be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him, the said James N. Stanford the libellant, and Eva Stanford, the respondent; and that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent, at any time heretofore in pursuance of said marriage, shall cease and determine;
And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married.
Per Curiam.
(See paper filed)

82 Wm. J. Sirdevan	Bertha Brown Johnson vs. American Railway Express Company Entered May 2, 1921. Tax + entry (paid by Defts. Atty) 1.50 Costs on Trans. (pd by Dfts) 4.90 Pro. Greeley (pd by Dfts. 5/18/26) 1.00	Appeal by Defts. from Judgment of Peter B. Tarr, Alderman. May 18, 1926 The above entitled case discontinued, - as per agreement between plaintiffs heir at law and defendants attorney filed.

Otto Kohler 83	✓ Elda Byerly vs ✓ Harold Byerly Issued May 2, 1921 # Jay Gentry (paid) 2.00 Shff. Snodgrass 1.60	Subpoena in Divorce and for custody of Kenneth Byerly, son of parties. And now, May 2, 1921, subpoena awarded; returnable first Monday of June next. (Sgd) Thos. J. Brather, P. J. Subpoena returned: June 6, 1921, the within named respondent, Harold Byerly, was not found in my bailiwick. So answers James A. Snodgrass, Shff.

Otto Kohler
Sd

Sept. 23, 1921, Recd from Libellant per Atty, $10.95, being Shffs. & Prs. costs.
V. L. Greeley, Prs.

Oct 11-21 Recd of Prs Greeley my costs Three Dollars sixty cents
Jas A. Snodgrass Shff

Received from Otto Kohler Seventeen 40/100 Dollars, bals. of costs due me Dec. 4. 1924
Rachel Messerall Sell

Rachel Messerall
vs.
Glenn Messerall
Issued May 2, 1921

Tax & writ (paid)		2.00
Shff. Snodgrass		3.60
John A. Northam, Master	pd	25.00
Pro. Greeley		7.35
Atty	40.95	3.00

Subpoena in Divorce
And now May 2, 1921, subpoena awarded; returnable first Monday of June next. (Signed) Thos. J. Brather, P. J.
Subpoena returned. Served the within subpoena in divorce on the respondent, personally, on the tenth day of May, 1921, by delivering to him a true and attested copy of the same, and making known to him the contents thereof, as appears from affidavit as above.
So answers James A. Snodgrass, Sh'ff.
And now, June 6, 1921, John A. Northam, Esq. is hereby appointed Master.
(Signed) Thos. J. Brather, P. J.
(See paper filed) Commission issued.
August 30 1921 Testimony on part of Libellant and report of Master filed
On Arg't List for Sept. Term, 1921, No. 17.

Sept. 27, 1921. After due consideration a divorce is decreed as prayed, and at cost of respondent.
Per Curiam.

Decree:- And now, to-wit: Sept. 27, A. D. 1921, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed,
That the said Rachel Messerall be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Rachel Messerall the libellant, and the said Glenn Messerall, the respondent; and that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent, at any time heretofore in pursuance of said marriage, shall cease and determine;
And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married. (See paper filed) Per Curiam.
Fi. Fa. for costs no 21 Feb Term 1922

John Schuler
85

Gertrude Irene Arthurs
vs
George Alfred Arthurs
Issued May 2, 1921

Jay Twist (Pd by Atty)	2.00
Shff. Snodgrass	1.60
Shff. Snodgrass on alias	1.60
Shff. Snodgrass on Pros.	6.55
J. E. Bossard, Master (2nd by Pltf.)	25.00
Pro. Greeley Atty	9.35
	3.00

Subpoena in Divorce and for custody of child Virginia May Arthurs.

And now, May 2, 1921 subpoena awarded, Returnable to first Monday of June next. (Sgd) Thos. J. Grather, P.J.

Subpoena returned: June 6, 1921, the within named respondent, George Alfred Arthurs, was not found in my bailiwick.

So answers James A. Snodgrass, Shff.

June 7, 1921, Alias subpoena in divorce issued, returnable to first Monday of Aug. next.

Alias subpoena returned: August 1, 1921, the within named respondent, George Alfred Arthurs was not found in my bailiwick. So answers,

James A. Snodgrass, Sheriff

Aug. 1, 1921. Order issued for publication of Sheriffs proclamation in divorce, returnable to first Monday of Sept. next.

Sept 12 1921 rec'd of Pltff by atty Twenty four and 65/100 Dollars Costs in this case
V. L. Greeley Prd

Sept 12 1921
Recd Nine Dollars Seventy cents my costs
James A. Snodgrass
Sheriff

And now, Sept. 5, 1921. I have made proclamation in the above entitled case according to law, and caused the same to be published in the Cambridge Springs Enterprise, a newspaper printed within my bailiwick, for four weeks successively, prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached. So answers James A. Snodgrass, Sheriff

Now, Sept. 6, 1921. J. E. Bossard, Esqr. is appointed Master to take testimony. By Thos J. Grather, P. J. (See paper filed) Com. issued.

Sept. 15, 1921. Testimony and report of Master filed.

On Argument List for Sept. Term, 1921, No. 18.

Sept. 27, 1921. After due consideration a divorce is decreed as prayed, and at cost of respondent, and the custody of Virginia May is awarded to libellant.

Per Curiam.

Decree:- And now, to wit:- Sept. 27, A. D. 1921, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed, That the said Gertrude Irene Arthurs, be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Gertrude Irene Arthurs the libellant, and the said George Alfred Arthurs, the respondent; and that thereupon all and every the duties, rights and claims accruing to either the said libellant, or the said respondent, at any time heretofore in pursuance of said marriage, shall cease and determine; And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married. And it is further ordered that the custody of Virginia May Arthurs, minor child of the parties, be and the same is hereby awarded to the said libellant, Gertrude Irene Arthurs.
(See paper filed)

Per Curiam.

Geo. Eldred

86

Petition of Louis N. Millette for adoption of his step-daughter, Marie Babetta Dormier, an adult over twenty-one years as his child and heir
Entered May 2, 1921

Pro. Greeley 5-7-21 paid 2.00
Addl copy of decree Pd 1.00

May 2, 1921. Petition of Louis N. Millett, with answer of Marie Babetta Dormier, joining in prayer of petition, presented in open court and filed.

Decree.

And now this 2d day of May, 1921, the above entitled cause having come on to be heard upon the petition of Louis N. Millette and the answer of Marie Babetta Dormier thereto, - It is ordered, adjudged and decreed that the prayer of the said petition be granted, and that the said Marie Babetta Dormier may hereafter assume and bear the name of Marie Babetta Millette, and shall have all the rights of a child and heir of the said Louis N. Millette, and be subject to all the duties of such child, as fully to all intents and purposes as though she had been born the lawful child of Louis N. Millette. Per Curiam (Signed) Thos. J. Brother, P.J.

May 2, 1921, Two certified copys of decree issued.

87

In re Appointment of Inspector of Elections for Second Precinct of Third Ward, City of Meadville, to fill vacancy caused by resignation of Miss Bertha Blum.
Entered May 2, 1921.
Geo Greeley 2.00

And now, May 2, 1921, On due consideration of the within petition, E. J. Noah is appointed Inspector of Elections for the Second Precinct of Third, City of Meadville, to fill vacancy as prayed for.
By Hon Thos J. Prather, P.J.
Same day, Certificate of appointment issued.

Albert L. Thomas

88

Thomas & Thomas
for respondent (See petition for name)

Petition of Grant Peterson for appointment of Guardian for Washington Peterson of Fairfield Township, as a person who had become weak of mind and mentally defective
Entered May 2, 1921

Pro. Greeley	3.00
Pro. Greeley Saddl	5.50
Respts. Bill of Costs, mch 8,	10.00
Pro G on acct 7-24-24 paid	2.00
adv acct by check	3.00

May 2, 1921 Petition presented in open court and filed. P.p. 35.

And now May 2, 1921, upon presentation of the within, - It is day the 28th day of May, 1921, at 10 o'clock A.M. in the Court-house in the City of Meadville, Pa., is the time and place fixed for the hearing of said petition. Notice thereof to be given to the said Washington Peterson and also to the other children named in said petition (See paper filed) By the Court

May 19, 1921 Answer of respondent with demand for jury trial filed.

Feb. 6, 1922. Petition for an issue with acceptance of service by respondent's attorney filed.

Now, Feb. 6, 1922, Upon presentation of the above and foregoing petition, an issue is hereby framed in which Grant Peterson shall be plaintiff and Washington Peterson shall be defendant, and the question to be determined is whether the said Washington Peterson is a person of feeble mind and liable to dissipate and lose his property and become the victim of designing persons. Per Curiam (See petition)

On Trial List for 1st Monday of March, 1922, No. 8.

March 9, 1922, On motion in Open Court, leave granted the respondent to withdraw demand for jury trial in this case. (See paper filed) Per Curiam.

"March 8, 1922 Request for jury trial withdrawn and case heard by Court.

Decree: - And now, March 24, 1922, this case came on to be heard, and after the hearing of testimony on the part of petitioner and respondent, the said Washington Peterson is hereby found to be, and is declared to be a person of weak mind, and it is ordered, adjudged and decreed that the Crawford County Trust Company be appointed guardian to look after his person and estate. (See paper filed) Per Curiam

2 certs Ords mailed. (Signed) Thos. J. Prather, P.J.

July 9 1924 Final acct of Crawford County Trust Co Guardian filed showing balance due estate of $1605.44) and notice issued to Cochranton Times that account will be confirmed finally on First Monday of August next unless exceptions be filed in the meantime.

July 24 1924 Proof of Publication filed.

Aug. 1, 1924. Exceptions by S.H. Peterson, Executor &c of Washington Peterson, decd, to final account of Guardian filed - Albert L. Thomas, Atty.

And now Sept. 2, 1924. Leave granted S.H. Peterson to withdraw his exceptions to the account of Crawford County Trust Co., Guardian of Washington Peterson. Per Curiam (See paper filed)

See margin

Aug. 17, 1922 Recd from Crawford County Trust Co. Guardian $18.54 being Pro. Greeley $8.50 + Respondent's Bill $10.04.
V.L. Greeley, Pro

Aug. 30, 1923 Recd from Pro. Greeley $7.84 being costs of John Peterson $2.84 and costs of Elizabeth Winans $5.00, as witness for the respondent
Chas Elizabeth Winans

July 9 1924 Recd of Guardian Five Dollars as costs
V. L. Greeley Pro

Sept 2 1924 The Exceptions having been withdrawn the final account of Crawford County Trust Co. Guardian is finally confirmed
V. L. Greeley Pro

89

L. S. Fisher
vs.
Andrew Newton, alias
A. W. Newton.
Entered May 3, 1921.

Pro. Speeley (paid)	$2.25
Pro. Speeley on orig. (brought forward)	2.25

No. 95 May Term, 1916.
Amicable Scire Facias sur Judgment

It is agreed that the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said County, and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Four Hundred and twenty-nine and 75/100 Dollars, being the amount of debt, interest and costs now due on the original judgment.

Debt $429.75
Int. from May 1, 1921.

Judgment
W. L. Speeley, Prothy.

N. Pages 71 & 60.

A. M. Scifa no 43 May Term 1927

90

Homer E. Hamilton
vs.
Addison Hamilton
Entered May 6, 1921
Pro. Greeley (Dft. pd) 2.25

No. 92 May Term, 1916
Amicable Scire Facias sur Judgment
It is agreed, That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said county and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Thirteen hundred Thirty-six and 21/100 Dollars, being the amount now due on the original judgment.

Debt $1336.21
Int. from May 1, 1921

Ha. p. 92

Judgment
V. D. Greeley, Prothy.

Am Sci Fa no 91 May Term 1926

July 17. 1928. This judgment satisfied. (See revival)

91	E. L. Duryea vs. George Smock and Emma Smock Entered May 6, 1921. # Tax & entry (paid) 1.50 Costs on Trans. (pd by Deft) 7.45	Appeal by Defendants from Judgment of H. E. Rossell, Justice of the Peace Depk.

Now, Nov. 8, 1921 - This case settled.
R S Pickett
Atty for Pff.

Wm. J. Sideman	Jacob Davis, Archie E. Davis, Hiram H. Davis, Jennie M. Davis, Carroll Davis and Harold Davis, trading as J. Davis & Bro. vs. William D. Ellis Entered May 9, 1921 Tax & entry (paid by Pltf's atty) # 1.50 Costs on Trans (pd by Pltf) 9.73	Appeal by Defts. from Judgment of Peter B. Tark, Alderman. Discontinued Aug 25, 1921 and costs paid. H. J. Sideman Atty for Plaintiff
92 George Frank Brown		

J. Berry Eckels 1	Petition of Daisy Frazier, wife of S. J. Frazier for authority to transact business as a Feme Sole Trader. Entered May 9, 1921 # Pro. Greeley 3.00	May 9, 1921 Petition with supporting affidavits, presented in open Court and filed. And now, May 9, 1921, the within petition having been presented and read, notice is directed to be given to the said S. J. Frazier personally by registered letter, and to all parties interested by advertisement in Connellsville Courier for two weeks, that the application will be considered by the Court, on the first Tuesday of July next, at 10 A. M., when and where they may appear and show cause, if any they have, why the same should not be granted. Per Curiam. June 30, 1921. Proof of publication and service of noticed hearing on 2d Tuesday of July, 1921, at 10 o'clock A. M., filed.

And now, July 5, 1921. On motion in open Court, the hearing in the above matter is continued to the first Monday of August, 1921, at 10 o'clock A. M. Per Curiam. (See paper filed)

Aug. 1, 1921. Proof of publication of notice of hearing filed.

And now, Aug. 1, 1921, the hearing on the within matter is continued to First Tuesday of Sept. next. Per Curiam. (See paper filed)

Arthur L. Bates
2

James S Thompson
vs.
Florence E Wood, mortgagor, and Nancy F. Mondereau, Executrix of the Estate of Isaac Mondereau, deceased, Harvey F. Mondereau, Leroy Mondereau, Pearl M. First, and Nancy F. Mondereau Testamentary Guardian of Lorena Mondereau, Owers, and John Ellion, 1213 Elm Street, Terre Tenant.
Issued May 13, 1921.

	#
Tax & writ (pd See'y D.)	2.25
Rec. Miller	.50
Shff. Snodgrass	11.70
Shff. Snodgrass on alias	1.60
Gus. Greeley,	3.50
Atty	3.00

Sci. Fa. sur Mortgage recorded in Mortgage Book No. 86, page 282; Returnable to first Monday of June next.

May 13, 1921, Affidavit as to title to land filed.

Writ returned: May 14, 1921, served the within writ on the within named defendants, Nancy F. Mondereau, widow, Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased, Nancy F. Mondereau, Guardian of Lorena Mondereau, by handing her personally three true and attested copies thereof at her dwelling house in the City of Meadville, Pa., as to Leroy Mondereau, by handing a true and attested copy thereof to an adult member of his family, at his dwelling house. As to Harvey Mondereau and John Ellion, Pearl Mondereau First, by handing each a true and attested copy thereof. As to Florence E. Wood, I return Nihil habet.

So answers James A. Snodgrass, Sheriff

June 16, 1921, Alias Sci. Fa. issued, returnable to first Monday of July next

Alias writ returned: July 4, 1921, Nihil habet, as to the within named defendant, Florence E. Wood. So answers James A. Snodgrass, Sheriff.

And now, to wit, July 7, 1921, after personal service and after two returns of Nihil habet. - On motion of plaintiff's atty, judgment is entered in favor of plaintiff and against the defendants named therein, for want of an appearance and affidavit of defense; and same day, judgment liquidated at the sum of Seven hundred nine Dollars and eighty cents.

(See Rule Doc. 12, page 548)

Debt # 709.80
Int. from July 7, 1921
Judgment.
V. L. Greeley, Prothy.

W. y. 202 M. yy. 227, 228, 229, 228; E. y. 45 F. y. 132.

Lev. Fac. No. 40 Sep. Term, 1921

Geo. Eldred
3

Nov 16 1921 Rec'd of Pff by atty Nineteen and 05/100 dollars Shff & Procty costs
V. L. Greeley Pro

Nov-16-1921
Rec'd of Pro Greeley nine dollars & seventy-cents my costs
James A. Snodgrass Sheriff

Alton Le Roy Schell
vs.
Hazel M. Schell
Issued May 13, 1921

	#
Tax & writ (paid)	2.00
Shff. Snodgrass	1.60
Shff. Snodgrass on alias,	1.60
Shff. Snodgrass on Proc.	6.50
Geo. F. Brown, Master (paid)	25.00
Pro. Greeley,	9.35
Atty.	3.00

Subpoena in Divorce.
And now, May 13, 1921, Subpoena awarded as prayed, for, Returnable to First Monday of July next.
Per Curiam
(Signed) Thos. J. Brother, P. J.

Subpoena returned: July 4, 1921, The within named respondent Hazel M. Schell was not found in my bailiwick.
So answers James A. Snodgrass, Shff.

July 5, 1921 Alias subpoena in divorce issued, returnable to first Monday of Sept. next.

Alias subpoena retd: Sept. 5, 1921, The within named respondent Hazel M. Schell, is not found in my bailiwick.
So answers James A. Snodgrass, Shff.

Sept. 15, 1921 Order issued for publication of Sheriffs proclamation, returnable to first Monday of Nov. next

And now, Nov. 7, 1921, I James A. Snodgrass, Sheriff of Crawford County, do hereby certify and make return, that I have made proclamation in the above entitled case according to law, and caused the same to be published in the Meadville Times, a newspaper printed within my bailiwick, for four weeks successively prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached.
So answers, James A. Snodgrass, Sheriff.

And now, Nov. 7, 1921 Geo. F. Brown Esq., is appointed Master in this case By Hon. Thos. J. Brother, P. J. (See paper filed) Com. issued.

On Argument List for Nov. Term, 1921, No. 25.

May 9, 1922. Testimony and report of Master filed.

On Argument List for May Term, 1922, No. 18.

June 15, 1922. After due consideration, a divorce is decreed as prayed. Per Curiam.

And now, to wit: June 15, 1922 this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged, and decreed That the said Alton Le Roy Schell be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him the said Alton Le Roy Schell, the libellant and the said Hazel M. Schell the respondent: and that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent, at any time heretofore in pursuance of said marriage shall cease and determine; and the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married. See paper filed Per Curiam.

Otto Kohler

4

May 17 1921 Rec'd of Reffs atty Four and 80/100 Dollars Shff & Prothys costs
V. L. Greeley Pro

May 18-1921
Rec'd my Costs from Pro Greeley Four Dollars thirty cents
Jas A. Snodgrass Sheriff

Otto Kohler, Receiver
G. H. Cutler Lumber Co
for the use of A. K.
Thompson,
vs.
Leon Limber, Deft
and Crawford County
Trust Co, Garnishee
Issued May 16, 1921.

	#
Tax & writ (pd by Atty	2.50
Shff Snodgrass	4.30
Pro G	.50

Of No. 111 May Term, 1921
Attachment Execution, Returnable to First Monday of June next.
To levy and attach the debts, deposits, goods and chattels, rights and credits of and moneys due Leon Limber the deft., in the hands of the Crawford County Trust Company, or other persons.

Now, May 17, 1921. This case settled,
Otto Kohler
Atty

Writ returned:- Attached as within commanded by going to The Crawford County Trust Company, in the City of Meadville, Pa., E. W. Mc. Gill, President of the above Bank, and E. H. Dilley, Rev. H. H. Hough being present I then declared in their presence that I attached moneys, credits, rights and titles of the within Defendant, Leon Limber, and at same time served this writ by handing personally a true and attested copy thereof to E. W. Mc Gill, and summoned him to appear as herein commanded as Garnishee. Served the within writ on Leon Limber by handing to an adult member of his family, a true and attested copy, also by informing them of the contents, at his dwelling house in West Mead Township.

So Answers -

James A. Snodgrass, Sheriff.

A. M. Fenner

5

March 2, 1925 Recd of Guardian $6.00, being Pro. Greeley on $3.00 & Adv. a/c $3.00
V. L. Greeley

March 10, 1925, Recd from A. M. Fenner, Esq. Atty for Guardian $7.70 being my costs as late Prothy
V. L. Greeley, Pro.

Petition of Mary Blair for appointment of a Guardian for David H. Blair of North Shenango Township, as a person of weak mind.
Entered May 16, 1921

Pro. Greeley	4.00
R. E. Marshall on notice	3.70
Pro. Greeley on final a/c	2.20
Adv. a/c	3.00
	3.00

May 16, 1921, Petition presented in open Court and filed. Bl. p. 16ct

And now, May 16, 1921, On presentation of the within petition in open Court, First Monday of June, 1921, at 10 o'clock A.M. is fixed for hearing this application, and it is directed that ten days written notice thereof be given to David H. Blair and the other members of his family to wit: to his daughter, Ida Wareham and to his son W. F. Blair, and that notice to said W. F. Blair may be given by sending to him by registered mail a written notice. Per Curiam.

June 6, 1921, Proofs of service of notice of hearing filed.

Decree: And now, to wit: June 6, 1921 upon hearing on the within petition, and after evidence heard in open Court, it appearing to the Court that legal notice thereof was given to the said David H. Blair and to other relatives as required by order of Court heretofore made, the same David H. Blair is hereby adjudged to be a weak and feeble minded person, and unable to take care of his property; and it further appearing that in consequence thereof, he is liable to lose and dissipate the same, and to become the victim of designing persons, and that a guardian of his estate should be appointed:- It is now ordered, adjudged and decreed, that George W. Wareham be and is hereby appointed as said Guardian. Bond required in the sum of Five Hundred Dollars, with sureties to be approved by the Court.

Per Curiam
Thos. J. Prather, J.

June 18, 1921, Bond of George W. Wareham, Guardian with J. B. Collins and Harry N. Hendrick as sureties, in the sum of Five Hundred Dollars, approved by Hon. Thos. J. Prather, P. J. and filed. Cert. of appointment issued.

June 23, 1921. Inventory and appraisement amounting to $2,050 filed.

Nov. 17, 1921, Petition of Guardian for an allowance, etc, presented in open Court and filed.

And now, Nov. 17, 1921, On presentation of the within petition in open Court, a rule to show cause as to what price or sum shall be charged for the care and boarding of David H. Blair and Mary Blair, his wife, during the time they remain in their present condition, is granted, returnable Nov. 28, 1921, at 10 o'clock A.M. Per Curiam.

On Argt. List for Nov. Term, 1921, No. 10.

To the Honorable Thomas J. Prather, Judge of said Court.

The petition of George W. Wareham, guardian of said David H. Blair, respectfully represents:

That the estate of David H. Blair, consists of a farm of about

Continued on Page 563

J. A. Boland

6

In the Matter of the assignment of Guy C. Duncan, alleged insolvent, to Jesse Allee, for the benefit of creditors
Entered May 16, 1921.

Pro. Speeley $5.00

May 16, 1921. Petition of Jesse Allee, assignee, for leave to re-assign and reconvey to said assignor, and for discharge, presented in open Court and filed.

Now, May 16, 1921, rule to show cause granted; returnable the 11th day of July 1921, and it is ordered and directed that notice of this application and rule be given to all lien creditors, at least ten days prior to said return day, and that public notice of said petition be given for three weeks by weekly publication in a newspaper of general circulation in this County. (See petition filed) Per Curiam.

July 5, 1921. Proof of publication of notice on petition for final order filed in open Court.

Now, July 5, 1921, upon presentation of the within proofs of publication and notice, and no persons appearing at this time to make objection, it is ordered and directed that the said Jesse Allee, trustee, shall re-assign and re-convey to said assignor, Guy C. Duncan, all of said real estate and all interest he might have in any other estate of said assignor, and that upon executing and delivering deed for such re-conveyance, he shall be fully discharged from all duties or liabilities under said trust Per Curiam (See paper filed.)

Roy S. Peters 7	Eva Lewis and Arnetta S. Brady vs J. M. Harry Issued May 10, 1921 Prs. Greeley (pd by pltf) $ 2.00 Shff Snodgrass 3.00	Of No. 141 May Term, 1916 Scire Facias to revive and continue the Lien of the above Judgment, Returnable to next Term. Writ returned: Sept. 12, 1921 The within named defendant J. M. Harry was not found in my bailiwick; I therefore make return of Nihil Habet. So answers James A. Snodgrass, Shff.

Otto Kohler

8

John O. Walter J. McClinton
(July 4. 1921)

Jan 6 1922 Rec'd of Dept Fifty and 50/100 Dollars being Pro Curiae and Comm Mason on Depo
V. L. Greeley Pro.

Received from Cash Smith check for Twenty-five 00 Dollars as per order of Jan. 2. 1922. Otto Kohler
Jan. 6. 1922. $25.-

Received Jan. 9. 1922 $2.00 from V. L. greeley, com. fees Jennie Mason

Paul Cheek and Harry L. Cooper, partners trading under the firm name of Franklin Hosiery Co.

vs.

Cassius Smith, trading as Smith Brothers.

Issued May 19, 1921

Tax writ (pd by Atty)	2.00
Shff. Snodgrass,	3.30
Pro. Greeley	2.50
Atty. 1-6-22	3.00
Pro. Greeley since paid	3.50
Comr. Mason on Plffs. depo	2.00
Comr. Mason on Aft. dep. (Feb)	5.00
Comr. Carroll	

Summons in Assumpsit, Returnable to First Monday of June next.

May 19, 1921, Statement of claim filed.

Writ returned: May 19, 1921, served the within writ on the within named Cassius Smith by handing him a true and attested copy thereof together with a certified copy of plaintiffs statement of claim at his place of business in the City of Meadville, Pa

So answers James A. Snodgrass, Shff.

Now, June 16, 1921. On motion of plaintiffs attorney, judgment is entered in favor of plaintiffs and against Cassius Smith, trading as Smith Brothers, defendant for want of an appearance and affidavit of defence, and judgment liquidated at the sum of Five hundred twenty-two Dollars and twenty-four cents, with costs of suit. (See Rule Doc. 12, page 547.)

Debt #522.24

Int. from June 16, 1921

Sm. p. 123; Firm 33.

Judgment

V. L. Greeley, Pro,

And now, July 5, 1921, On hearing read in open court the within motion and affidavit, on consideration thereof a rule to show cause why judgment should not be opened and defendant let into a defence, is granted. All proceedings are stayed in the meantime. Returnable to next term. Per Curiam. (See paper filed)

July 13, 1921, Plaintiffs answer filed, and service accepted by Atty.

On Argument List for Sept. Term, 1921 No 27. Sept. 29, 1921. Continued.

And now, Nov. 14, 1921, On motion in open court, Miss. Jennie Mason is appointed commissioner to take testimony. Per Curr. (See paper filed)

On Arg. List for Nov. Term, 1921, No. 2. Nov. 29, 1921. Argued C.A.V.

Nov. 26, 1921. Testimony taken by Miss. Jennie Mason, Comr. filed.

Now, January 2, 1922. Rule to open judgment will be marked absolute upon condition that defendant pay all the costs incurred on said rule within ten days, and file of record in said case plaintiffs receipt for $25.00 counsel fees, as a reasonable charge for professional services incident to the proceeding on said rule; and in default of compliance with this order, the rule will be marked discharged

(See opinion filed) Per Curiam.

And now, Oct. 21, 1922, On motion in open court, a Notary Public, at No 301, Bulletin Building, Philadelphia, is hereby appointed Commissioner, due notice of time and place of hearing to be given defendant (See paper filed) Commission issued. Per Curiam.

Otto Kohler
vs
Curtis L. Webb

Nov. 8, 1922. Received from Deft. #4.00, jury-fee in this case.
V. L. Greeley, Prothy.

July 27, 1923 Recd of Plffs. Atty, #9.25, being my costs & sat.
V. L. Greeley, Pro.

Nov. 22, 1922, Plffs bond on appeal to Superior Court with Harry Kiebolinger and C. W. McDonald as sureties in the sum of Three Thousand Dollars, filed. Conditioned under Sec. 6 & 13, Act 1897.

Nov. 27, 1922, Certiorari on appeal of plaintiff to Superior Court, filed, being No. 102 April T. 1923 in said Court, and returnable the 2d Monday of April, 1923

July 27, 1923 Record rec'd and remittitur filed

"July 12, 1923 Judgment is reversed and judgment is now entered in favor of the plaintiff upon the verdict of the jury." "Porter, J."

Debt #520.00
Int. from Jan. 4, 1922
E&p. 25.
Judgment
V. L. Greeley, Pro.

Record Contd on p. 333.

Florence E. McDonald
vs
J. J. Eiler, administrator of P. A. Eiler, late of Meadville, deceased
Issued May 19, 1921.

	#
Tax & writ (pd by Atty)	2.00
Pro. Greeley	7.75
Comm. Williams (paid Pro. Plffs. Atty 7-21-23 Rec'd by)	25.00
Georgia B. Shaffer on dep's (paid by Plffs Atty)	4.00
Jury-fee	4.00
Atty	3.00
Plffs. Bill of Costs	48.70
Appeal to S.C. (pd by Plffs Atty)	3.00
Pro. Gs. doc. ent. for Super. Ct.	1.50
Printing Paper Book	72.50
Atty-fee (Superior Court)	3.00
Appeal fee for Sup. Ct., use of Plffs Atty)	2.00
Ex. Chgs Pro. Gs	.47

Summons in Assumpsit, Returnable to First Monday of June next.

May 19, 1921 Statement of claim filed.

And now, May 19, 1921, Curtis L. Webb, Esq., appears for defendant, and accepts service of the summons and statement of claim, with the same force and effect as though personally served on the defendant by the Sheriff. (See writ)

June 1, 1921 Affidavit of defense filed.

On Trial List for 1st Monday of Oct. 1921, No. 5.

Oct. 3, 1921, Continued on application of plaintiff.

And now, Nov. 30, 1921, Plff. by attorneys enters a rule to take the deposition of Anna E. Hageman, a witness to be produced, sworn or affirmed and examined upon interrogatories hereto annexed, before Josephine Williams, a notary public in the office of Messrs Mackey & Mackey, No. 218, Main Street, Hackensack, in the County of Bergen and State of New Jersey. (See paper filed) Same day, Interrogatories filed.

Same day, Service of Rule and Interrogatories accepted by Albert L. Thomas, Esq. on part of Deft.

Dec. 7, 1921. Deposition of Mrs. Bertha Moore, a going witness on part of Plff. taken by Georgia B. Shaffer, N. P., by agreement of counsel, filed.

Dec. 7, 1921. Deposition of Anna E. Hageman, taken by Josephine Williams, Commissioner filed, and attys notified.

On Trial List for 1st Monday of January, 1922, No. 10.

And now, January 2, 1922, Jury called and sworn as follows: 1 A. J. Gehr, 2 E. O. Girard, 3 E. Lee Schanck, 4 Wm. H. Charlton, 5 H. R. Gibson, 6 E. P. Whiting, 7 James Stewart, 8 J. Ed Cotton, 9 Harry Brickner, 10 E. E. Cunningham, 11 Frank Blair, 12 Clinton McNamara, twelve good and lawful men, who upon their solemn oaths which they have taken, say, January 4, 1922 they find for the plaintiff in the sum of Five hundred twenty Dollars.

Jan. 4, 1922. Defts. points filed. E & p. 25.

Now, Jan. 4, 1922, rule to show cause why judgment N. O. V. should not be entered is hereby granted; and the Stenographer is ordered to transcribe the notes of testimony and charge of Court, and file the same of record. Per Curiam. (See paper filed)

February 8, 1922 Testimony and charge of Court taken by Stenographer, filed.

On Argt. List for Feb. Term, 1922, No. 2. Feb. 28, 1922 Argued C.A.V.

March 20, 1922, Plffs Bill of Costs, #48.70, filed.

Now, November 6, 1922, rule for judgment N. O. V. absolute, and upon the question reserved, judgment is directed to be entered in favor of the defendant upon payment of the proper jury fee. Per Curiam. (See opinion of Court filed)

Nov. 8, 1922, The defendant having paid the jury fee, judgment is entered in favor of defendant against the Plff. non obstante veredicto, pursuant to order of Court.

McPage 132. V. L. Greeley, Prothy.

10

✓ Eben Hamilton
vs.
✓ W. W Pease
Entered May 20, 1921

Pro. Greeley (Deft. pd) 2.25
Plff. on orig. 1.25

Of No. 185 February Term, 1916
Amicable Sci Fa. sur Judgment

It is agreed That the Prothonotary of said Court enter an amicable Scire Facias upon the above judgment with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said county, and duly so returned, and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Nine Hundred Dollars; with interest from Jan. 15, 1921, and costs.

Debt $900.00
Int. from Jan. 15, 1921.

P. page 148.

Judgment
V. L. Greeley, Pro.

and now April 2, 1925 Recd payment in full of above debt, interest and costs and the Prothonotary is directed to satisfy the judgment of record.

Eben Hamilton

Arthur L. Bates

vs

Cleveland & Western Coal Company

vs

The Cyclops Steel Company

Issued May 20, 1920

Otto Kohler 6/2/21

July 31, 1922 Recd of Otto Kohler, Esq. Atty for Defts. $4.00, jury fee.
V. L. Greeley P.D.

Tax writ (Atty pd)	#	2.00
Shff. Snodgrass,		14.70
Pro Greeley since		7.75
Jury fee		4.00
Atty		3.00
Appeal to S.C. (Atty pd)		4.00
Pro. G. doc. sent for S.C.		1.50
Supreme Court Costs:		
Atty		12.00
		3.00
Postage on record, affs of Co.		.18
Ethel Fisher, Comr. (Mar 9 '22)		7.40
Pro. Greeley since Appeal		

Summons in Assumpsit, Returnable the first Monday of June, 1921

May 20, 1921 Plaintiffs statement of claim filed.

June 2, 1921. By agreement of counsel filed, time for filing affidavit of defense in this case is extended to June 20, 1921. (See paper filed)

Writ returned: May 21, 1921, served the within writ on the within named Cyclops Steel Company, by handing a true and attested copy thereof together with a certified copy of plaintiffs statement of claim, to Harry Platt, Manager in charge, at their offices in the City of Titusville, Pa.

So answers James A. Snodgrass, Shff.

June 21 1921 Affidavit of Defense and Counterclaim filed. Service accepted by Arthur L. Bates Esq. Plaintiffs attorney.

July 11, 1921. Plaintiffs answer to Defendants affidavit and counter claim filed & service accepted by Defts. atty.

On Trial List for 1st Monday of Jany, 1922. No. 5.

Jan. 2, 1922 Continued on application of plaintiff.

On Trial List for 1st Monday of March 1922. No. 4

And now, March 7, 1922, Jury called and sworn as follows: 1- H. M. Reitze, 2- Charles Sherred, 3- Marshall Greenlee, 4- Charles Byham, 5- S. D. Offensend, 6- Albert Agnew, 7- Don Wheelock, 8- Fred Lenox, 9- Aaron Cunningham, 10- Ada Montgomery, 11- Geo. B. Shaffer, 12- M. E. Clark. twelve good and lawful persons who upon their solemn oaths which they have taken, say- March 9, 1922, they find in favor of defendant company.

Corp. p. 143.

March 9, 1922, Plaintiffs and Defendants points filed.

March 11, 1922. Motion on part of plaintiff for a new trial filed, and Rule to show cause granted.

(See paper filed) Per Curiam.

April 20 1922 Testimony and Charge of Court filed

On Argument List for May Tr. 1922, No. 4. May 24, 1922 Argued C.A.V.

Now, July 31, 1922, rule for new trial discharged, and upon the question reserved, judgment is directed to be entered in favor of defendant according to the verdict, upon payment of the proper jury fee.

Per Curiam

Thos J. Prather P.J.

(See Opinion filed)

Corp. p. 143

Judgment

V. L. Greeley, Prothy.

Aug. 21, 1922 Certiorari on Appeal by Plff to Supreme Court filed, being No. 166 Jan. Term, 1923, and returnable to 4th Monday of April, 1923.

April 9, 1923. Statement of questions to be argued and of evidence Appellant does not intend to print filed

Record continued to page 353.

SEPTEMBER TERM, 1921

Leland J. Culbertson 12	Wm Reddick vs. J L Sanford Issued May 20, 1921. Pro. Greeley (Atty/pd) #2.00 Shff. Snodgrass 5.00	Of No. 140 May Term, 1916. Scire Facias to revive and continue the lien of the above judgment. Returnable to next term. Writ returned Sept. 12, 1921. After diligent search and inquiry, I make return of Nihil habet as to the within named defendant. So answers, James A. Snodgrass, Shff.

Leland J. Culbertson 13	Wm. Reddick vs. L. E. Hunt Issued May 20, 1921. Pro. Greeley (Atty fee) # 2.00 Shff. Snodgrass 6.00	Of No. 153 May Term, 1921 Sci Fa. to revive and continue the lien of above judgment, Returnable to next term. Writ returned: Sept. 12, 1921, after diligent search and inquiry for the deft L. E. Hunt, I make return of Nihil habet. So answers James A. Snodgrass, Shff.

SEPTEMBER TERM, 1921

Leland J. Culbertson 14	Wm. Reddick vs. L L. Brown Issued May 20, 1921. Pro. Greeley (Atty/pd) $2.00 Shff. Snodgrass 7.00	Of No. 203 May Term, 1916 Scire Facias to revive and continue the lien of the above judgment, Returnable to next term. Writ returned: Sept. 12, 1921, after diligent search and inquiry for the within named defendant L L Brown, I make return of Nihil habet So answers James A. Snodgrass, Shff.

Leland J. Culbertson 15	Mrs. Arretta S. Brady vs A. L. Barr Issued May 20, 1921 Pro. Greeley (atty. fee) # 2.00 Shff. Snodgrass, 5.00	Ofc. No. 164 May Term, 1916. Scire Facias to revive and continue the lien of the above judgment, Returnable to next term. Writ returned: After diligent search and inquiry for the defendant, A. L. Barr, I make return of Nihil habet. So answers James A. Snodgrass, Shff.

SEPTEMBER TERM, 1921

Leland J. Culbertson 16	Mrs. Amanda B. Parsons, Know use of Hannah Reddick & Wm Reddick vs. S. M. Allen. Issued May 20, 1921 Pro. Greeley (atty fee)# 2.00 Shff. Snodgrass 7.00	Off'o. 186 May Term, 1916. Scire Facias to revive and continue the lien of the above judgment, Returnable to next term. Writ returned: Sept. 12, 1921, After diligent search and inquiry, I make return of Nihil habet as to the within named defendant S. M. Allen. So answers James A. Snodgrass, Shff

Otto Kohler 17	Orrin Hall, for the use of George A. Bradley and Harry Bradley vs. Asa R. Sturtevant and Cynthia M. Sturtevant with notice to Carroll A. Sturtevant, Frank A. Sturtevant, Forest D. Sturtevant, Jennie Hobert, Blanche L. Hershey, heirs of Asa R. Sturtevant, deceased, and Cynthia M. Sturtevant, widow and co-defendant. Issued May 21, 1921. Geo. Greeley (Atty fd) # 2.00 Shff Snodgrass Prs. Greeley Sinee.	Of No. 103 May Term, 1916 Scire Facias to revive and continue the lien of the above judgment, Returnable to first Monday of June next. St. pp. 81-82-83; No. p. 110; Ne. p. 183

SEPTEMBER TERM, 1921

18

Ernest Karlskind
vs.
J. Earl Walton and
J. O. Walton
Entered May 23, 1921.
Pro. Greeley (pd by Dft) # 2.25

Of No. 156 May Term, 1916.
Amicable Scire Facias sur Judgment.
It is agreed That the Prothonotary of said Court enter an amicable Scire Facias upon the above judgment with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said county and duly so returned: and that a judgment be entered thereon in favor of the plaintiff and against the defendants, with all the waivers and conditions contained in the original judgment note, for the sum of One thousand Dollars, being the amount of debt, interest and costs now due on the original judgment.

Debt $1000.00
Int. from May 27, 1921.

W. 4/pp. 213-213.

Judgment
W. L. Greeley, Pro.

July 22, 1922. Received satisfaction in full of the above judgment, debt, interest and costs, and the Prothy will mark same, including original entry, Satisfied
Ernest Karlskind

John O. McClintock
Walter J. McClintock
19

Charles J. Franklin
vs
Jennie V. Franklin
Issued May 23, 1921

Jay & Work (attg fee)	#	2.00
Shff Snodgrass		1.60
Shff Snodgrass on alias		1.60
Shff Snodgrass on proc		6.50
Pro Greeley (pd Nov 7, 1921)		9.35
Atty		3.00
J. W. Smith, Master (pd by Pefft)		25.00

December 7th 1921
Recd from attorneys
for Libellant, nine dollars
~~Thirty-four dollars~~ 9.35 in costs
James A Snodgrass Sheriff

Subpoena in Divorce
And now, May 23, 1921, subpoena awarded, Returnable First Monday of July, 1921 (Signed) Thos. J. Grather, P. J.

Subpoena returned: July 4, 1921, The within named Jennie V. Franklin was not found in my bailiwick. So answers James A. Snodgrass, Shff.

July 5, 1921 Alias subpoena in divorce issued, returnable to first Monday of Sept. next.

Alias subpoena returned: Sep. 5, 1921, The within named respondent, Jennie V. Franklin, was not found in my bailiwick.

So answers, James A. Snodgrass, Sheriff.

And now, Sep. 13, 1921, Order issued for publication of Sheriffs proclamation, returnable to first Monday of November next.

And now, November 7, 1921, I, James A. Snodgrass, Sheriff of Crawford County, do hereby certify and make return, That I have made proclamation in the above entitled case according to law, and caused the same to be published in the Cochranton Times, a newspaper printed within my bailiwick, for four weeks successively prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached. So answers James A. Snodgrass, Sheriff.

And now, November 9, 1921, On motion in open court by attorneys for libellant, Jas. W. Smith, Esq., is appointed Master in this case. (See paper filed) Com. issued. (Signed) Thos. J. Grather, P. J.

Nov 15 1921 Testimony on part of Libellant and Report of Master filed

On Argument List for Nov. Term, 1921, No. 23.

Now, Dec. 8, 1921, After due consideration, a divorce is decreed as prayed. Per Curiam.

And now, to wit: Dec. 8, A.D. 1921 this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed, that the said Charles J. Franklin be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between him the said Charles J. Franklin the libellant, and the said Jennie V. Franklin, the respondent, and that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent, at any time heretofore in pursuance of said marriage, shall cease and determine: And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married. Per Curiam

(See paper filed)

Donald B. Thompson

20

Petition of Frank W. Snapp

For

Satisfaction of a mortgage given by Robert J. Hunter to Cornelius Kortright, recorded in Mortgage Book O page 327, Also, mortgage given by said R. J. or Robert J. Hunter to Geo. W. Nelson recorded in Mortgage Book "P", page 5.

Entered May 23, 1921.

Pro. Greeley (pd 5/24/21) $ 8.00
Snodgrass, 3.75

July 27-1921
Rec'd of Atty Thompson
three dollars seventy five cents
3.75 my costs
James A Snodgrass

May 23, 1921 Petition presented in Open Court and filed.

Order of Court: And now, May 23, 1921, the foregoing petition having been presented and read, and after due consideration thereof, it is hereby ordered and decreed that the Sheriff give notice of the above proceedings to the said Cornelius Kortright and Geo. W. Nelson, or to their heirs or legal representatives, if he they, or any of them may be found, and by publication in the Spartansburg Sentinel, a newspaper of general circulation published in said County of Crawford for four successive weeks, which notice shall briefly state the facts set forth in the petition and require the said mortgagees and all parties interested to appear in this court on Monday, August 1, 1921, at 10 o'clock A.M., to show cause, if any they have, why the land subject to the encumbrance of the said mortgages, should not be released and discharged from the said lien. Service of the said notice as aforesaid to be made at least twenty days prior to the said return day. Per curiam.

May 23, 1921 Order issued to Sheriff

July 11, 1921 Sheriffs return to the order of court, with proof of publication of notice attached, filed.

Decree: And now, August 1, 1921, it appearing to the court that the Sheriff of Crawford County, in obedience to the order of this Court in the above entitled case, made the 23d day of May, 1921, directing him to give notice, setting forth the facts in the petition filed in open court on said date, by publication in the Spartansburg Sentinel, a newspaper published in the said county, once a week for four successive weeks, all of which has been done by the said Sheriff of Crawford County, as is shown by his return and the proof of publication thereto attached.

No person appearing to answer said petition as aforesaid, the court being satisfied of the proof of the allegations in said petition, upon motion of Donald B. Thompson, Attorney for petitioner, it is ordered and decreed: That the prayer of the said petitioner be granted, and that satisfaction shall be entered by the Recorder of Deeds of Crawford County, Pa., on the record of the mortgage given by Robert J. Hunter to Cornelius Kortright, dated and acknowledged March 30, 1871, and recorded on August 9, 1871, in Mortgage Book O. page 329, of the Crawford County records, for a certain penal debt of $600, conditioned for the payment of $300. Also, that satisfaction shall be so entered on the record of the mortgage given by R. J. Hunter to Geo. W. Nelson, dated March --1872, acknowled March 9, 1872, recorded May 7, 1872, in Mortgage Book P page 5, Crawford County records, for a certain penal debt of $800, conditioned for the payment of $400.

Continued on page 585

21

Lyle E Shreve, use of Lutro Fish, now use of Lyle E Shreve
vs.
Clyde J. Morgan and Geo. R Morgan
Entered May 25, 1921.

Pro. Speeley (paid) # 2.25
Original Costs 1.25

Of No. 184 February Term, 1916.
Amicable Scire Facias on Judgment.
It is agreed That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said County and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendant with all the waivers and conditions contained in the original judgment note, for the sum of Five Hundred Dollars, with interest from March 1, 1921, and costs.

Debt # 500.00
Int. from March 1, 1921
Judgment
V. L. Speeley, Pro.

M. fpp. 1917-76.

Oct 5 1923 The above judgment satisfied of record. (See paper filed.)

22
22

Jason J. Bacon, use
of E. A. Elston
vs.
Clarence McCarthy
and Leo McCarthy
Entered May 25, 1921.

Prothy. (paid) # 2.25
(above entry not included in debt)

Of No. 145 May Term, 1916.
Amicable Scire Facias sur Judgment

It is agreed that the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendants by the Sheriff of said county, and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendants, with all the waivers and conditions contained in the original judgment note, for the sum of Two Hundred and Forty-two and 25/100 Dollars, being the amount of debt, interest and costs now due on the original judgment.

Debt # 242.25
Int. from April 17, 1921
Judgment,
V. K. Greeley, Prothy.

McCp. 90

Albert L. Thomas

23

July 9, 1921 Recd from Pfaffs Atty $5.00 being Shiffs & Pros costs.
V L Greeley, Prs.

Aug 1st 1921 Recd of Pro Greeley three dollars my costs
James A. Snodgrass Sheriff

Chas. Mendel, use of Mary M. Schwab, now use of
Blanche Shaffer
vs.
John Hessler, Deft. and Nancy F. Mondereau, Executrix of last will of Isaac Mondereau, deceased, said estate being 1/4 present owner.

Issued May 25, 1921.

	#
Pro. Greeley	2.00
Shff. Snodgrass	3.00

Of No 131 May Term, 1916.
Scire Facias sur Judgment.
Returnable to first Monday of June, 1921
May 25, 1921. Affidavit of ownership of land filed. M ppr 226 & 227
Writ returned: June 6, 1921, served the within writ by handing a true and attested copy thereof to Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased, at her dwelling house in Meadville, Pa., on the 28th day of May, and to John Hessler, I make return of Nihil Habet. So answers
James A. Snodgrass, Sheriff.

August 26, 1921. Received satisfaction in full of the debt, interest and costs on this judgment and I hereby authorize and direct the Prothonotary to mark the same satisfied of record.
x Mrs Blanche Shaffer x
Witness, J. E. Bossard.

Kincaid and Kincaid
24

Sopha Brown
vs.
Frank Brown
Issued May 26, 1921

	#
Jay & writ (Atty pd)	2.00
Shff. Snodgrass	1.60
Sheriff Snodgrass on al	1.60
Sheriff Snodgrass on Pluries	1.60
Sheriff Snodgrass on Proc	6.50
Pro Greeley	9.35
Atty	3.00
Walter L. Peake, Master pa	10.00
Pro Con Pluries	1.00

Jan 25 1922 Recd from Plff by atty Nineteen and 05/100 Dollars Shff & Prothy costs
V. L Greeley Pro

Jan 25 1922
Rec'd of Pro Greeley Nine and 70/100 Dollars my costs—

Jan 25-1922
Rec'd of Pro Greeley Nine dollars & seventy cents my costs
Jas A. Snodgrass Ex Shff.

Jan 28 Recd One dollar Sixty and ballance dep on the
Jas A Snodgrass Ex. Sheriff

Jan 28 1922 Recd of Plff by atty Two and 60/100 dollars balance of costs
V. L Greeley Pro

Subpoena in Divorce
And now, May 26, 1921, subpoena awarded, Returnable to first Monday of July next. (Signed) Thos. J. Brather, P.J.

Subpoena returned: July 5, 1921, The within named respondent, Frank Brown, was not found in my bailiwick.
So answers James A. Snodgrass, Shff.

July 27, 1921, Alias subpoena in divorce issued returnable to first Monday of Sept. next.

Alias subpoena returned: Sept 5, 1921, The within named respondent, Frank Brown, was not found in my bailiwick. So answers James A. Snodgrass, Shff

Sept. 7, 1921, Pluries subpoena in divorce issued, returnable to first Monday of Nov. next.

Pluries Subpoena rets'd. Nov. 7, 1921, The within named respondent, Frank Brown, was not found in my bailiwick. So answers James A. Snodgrass, Sheriff.

Nov. 7, 1921, Order for proclamation issued, returnable to 1st Monday in January next.

And now Jan. 2, 1922, I have made proclamation in the above entitled case according to law, and caused the same to be published in the Cochranton Times, a newspaper printed within my bailiwick, for four weeks successively prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached. So answers,
James A. Snodgrass, Sheriff.

And now, January 10, 1922, Walter L. Peake, Esq, is appointed Master to take the testimony and make report thereon according to law
(See paper filed) Com issued. By Hon. Thos. J. Brather, P.J.

Jan 23 1922 Testimony on part of Libellant and Report of Master filed.
On Arg'k. List for Feb. Term, 1922, No. 18.

March 20, 1922, After due consideration a divorce is decreed as prayed and at cost of respondent. Per Curiam.

Decree:- And now, to wit; March 20, A. D. 1922, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged, and decreed;

That the said Sopha Brown be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Sopha Brown, the libellant, and the said Frank Brown, the respondent; and that thereupon all and every the duties rights and claims accruing to either the said libellant or the said respondent at any time hereto fore in pursuance of said marriage, shall cease and determine.

And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married.
(See paper filed) Per Curiam.

James D. Roberts
H. Earl Wasson

25

Sept. 15, 1921, Received from J B Vincent # 15.70 being Rec. Miller 50c, Shff. Snodgrass # 13.20, + Pro. Greeley # 2.00
V. L. Greeley, Pro.

Sept 15th 1921 Rec'd my call thirteen dollars and twenty cents
Jas A. Snodgrass Sheriff

David B. Jeffery and Charlotte I. Jeffery, now to the use of J. B. Vincent
vs.
Charles N. Smith, mortgagor, and Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased, Nancy F. Mondereau, Harvey J. Mondereau, Le Roy Mondereau, Nancy F. Mondereau, testamentary Guardian of Lorena Mondereau, and Pearl Mondereau First, Terre Tenants.
Issued May 26, 1921.

	#
Tax & writ (paid)	2.25
Rec. Miller F.C.B.	.50
Shff. Snodgrass	11.60
Shff. Snodgrass	1.60
Pro. Greeley	2.00

Scire Facias sur Mortgage recorded in Mortgage Book Volume 93, page 548, Returnable to the first Monday of June next.

May 26, 1921. Affidavit as to title to land filed.

Writ returned: June 6, 1921, served the within writ on Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased, Nancy F. Mondereau, testamentary guardian of Lorena Mondereau, Nancy F. Mondereau, Harvey J. Mondereau, Pearl Mondereau First, by handing to each a true and attested copy thereof; as to Leroy Mondereau, by handing a true and attested copy thereof to an adult member of his family, at his dwelling house in the City of Meadville, Ga., on the 28th day of May. By going to the within described property, found in possession thereof A.W. Wood and J. Woodward tenants, served this writ by handing each a true and attested copy thereof on the first day of June. And have as to Charles N. Smith. So answers,
James A. Snodgrass, Sheriff.

July 15, 1921. Alias Sci. Fa. as to Charles N. Smith issued, returnable to first Monday of August next.

Alias writ ret'd: Aug. 1, 1921, The within named Charles N. Smith, I make return of Nihil habet. So answers James A. Snodgrass, Shff.

SEPTEMBER TERM, 1921

Thomas & Thomas

26

Albert L. Thomas
6-11-21 V. L. G.

Nov. 7, 1921 rec'd of O. P. Greely $2. Ist rec'd. Thomas & Thomas Attys for Plff.

Nov 7 1921 Rec'd of Plff by atty Thirteen and 80/100 Dollars Costs in this case V. L. Greely P.P.

Feby 18-1922 Rec'd of P.P. Greely Eight Dollars Thirty cents in Costs Jas A. Snodgrass

✓ Michigan Central Railroad Company, a corporation,
vs.
O. E. Burns and F. R. Knapp, co-partners doing business as the Burns & Knapp Lumber Company
Issued May 26, 1921.

	#
Jas. & writ (pd by atty	2.00
Shff Snodgrass	8.30
atty	3.00
P.P. Greely	.50

Summons in Assumpsit Returnable to the first Monday of July next.
Writ returned: May 28, 1921, Served the within summons on the within named F. R. Knapp and O. E. Burns, by handing a true and attested copy thereof to F. R. Knapp Manager in charge of the office in Connellsville, Pa. So answers James F. Snodgrass, Shff.

Nov 7, 1921, this case having been settled is ordered discontinued
Thomas & Thomas
Attys for Plff.

John O. & Walter J. McClintock
6. Victor Johnson
27

Arthur L. Bates,
July 7, 1921
Pltf's Atty

Josephine R. Slogger
vs.
Lucy L. Waugaman, &
H. Dewey Waugaman
& W. J. Miller.
Issued June 1, 1921

Jay & writ (paid by Pltf's Atty)		2.00
Shff Snodgrass		6.60
" " since (Dec)		.50
Prs. Greeley		8.75
Comr. Gardiner		10.00
Atty		3.00

Mch 21 1922 Comr Gardiner fees of Ten Dollars paid by Pltf See receipt filed
V. L. Greeley Prs

Summons in Trespass
Returnable sec leg.
June 1, 1921. Affidavit that Plffs. claim exceeds $100.00 filed.
Writ returned: June 1, 1921, Served the within writ on the within named W. J. Miller, by handing him personally a true and attested copy and informing him of the contents, at Bonneau Lake Park, Penna; also, by handing a true and attested copy to Lucy L. Waugaman at her dwelling house 275 Walnut Street, Meadville, Pa.; As to H. Dewey Waugaman, by handing a true and attested copy thereof to an adult member of his family at his dwelling house.
So answers James A. Snodgrass, Shff
Oct. 21, 1921. Plaintiffs statement of claim filed, and service accepted for defts. H.D. Waugaman & W. J. Miller, by Arthur L. Bates, Esq., their atty.
"Oct. 21, 1921, Served this statement of claim by handing a certified copy to Mrs. Lucy Waugaman personally at her residence 275 Walnut Street, Meadville, Pa. So answers James A. Snodgrass, Shff."
Nov. 2, 1921. Affidavit of defense filed, and service of same accepted by Plffs. attorney.
On Trial List for 1st Monday of Jan. 1921, No. 16. "Cont'd by consent."
And now, February 20, 1922, On motion of plaintiffs attorneys in open court, W. J. Gardiner, Esq., 152 Beach St., Daytona, Volusia County, Florida, is appointed Commissioner to take the testimony of Alfred Hazen and Mrs. Alfred Hazen of Daytona Beach, Fla., on interrogatories filed, &c. (See paper filed)
Feb. 20, 1922, Interrogatories filed
And now, Feb. 20, 1922, Defts. attorneys accept service of motion, order and interrogatories, by copy, and waive fifteen days notice and consent that Commission may issue at once.
Same day, Commission issued with interrogatories annexed.
Same day, Exceptions by Deft. Lucy Waugaman to interrogatories filed.
Same day, Exceptions by Defts H.D. Waugaman and W.J. Miller to interrogatories filed.
On Trial List for 1st Monday of March, 1922, No. 32.
March 9, 1922, Depositions of Mr. & Mrs. Alfred Hazen, taken by W.J. Gardiner, Comr. at Daytona, Fla. filed, and attys notified.
March 10, 1922, Case reached. Mr. Bates not appearing, case continued as upon his application.
On Fall Trial List, 1922, No. 6.
And now, Dec. 8, 1922, On motion on part of plaintiff in open court, by leave of court, a voluntary non suit is ordered to be entered in the above entitled case.
Per Curiam.
(See paper filed)
G. page 163
Judgment
V. L. Greeley, Prothy.

SEPTEMBER TERM, 1921

Thomas & Thomas

28

Curtis L. Kibler
8-23-21 U.S.G.

Nov 18 1921 Rec'd of Peff Tenand 90/100 Dollars unpaid costs
U. L. Greeley Pro

Nov 18, 1921 Rec'd 3.00
Docket fee. C.L. Kibler

Nov 18 Rec'd of Pro Greeley Six dollars forty cents in my costs
Jas A. Snodgrass Sheriff

School District of Venango Township in the County of Crawford, Penna.
vs.
A. M. Rockwell & Harriet Rockwell
Issued June 3, 1921

#		
Tax & writ (paid)		2.25
Sheriff Snodgrass		6.40
atty		3.00
Pro Sy since		1.50

Ejectment for one half acre, more or less, in Venango Township.
Returnable to next term.
June 3, 1921 Affidavit on part of Plff. as to claimants to land, filed.
June 3, 1921 Plaintiffs Statement of Demand and Abstract of Title filed.
Writ returned: Served the within writ by handing personally to A. M. Rockwell and Harriet Rockwell a true and attested copy to each, together with plaintiffs certified copy of claim at their dwelling house in Venango Township, also, by reading and making contents known on the 18th day of June, 1921. So answers
(See Sheriffs affidavit) James A. Snodgrass, Sheriff

29

Springs National Bank of Cambridge Springs Pa.

vs.

Seymour Hood

Entered June 4, 1921

Geo. Greeley (pd June 7/21) # 225

Of No. 193 May Term, 1916

Amicable Scire Facias sur Judgment.

It is agreed That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said county and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Three thousand three hundred eighty-seven and 37/100 Dollars, being the amount of debt, interest and costs now due on the original judgment.

Debt 3387.37

Int. from June 9, 1921

Judgment

V. D. Greeley, Gro

Hep 98.

Aug. 24 1921 Release of lien granted by plff on the above judgment on lot situate in Boro of Cambridge Springs Pa For description see paper filed at No 192 May Term 1916

July 3rd 1923

Received satisfaction in full for the above debt, interest + costs,

Springs Nat. Bank,

J. Aaron Cohen

30

Springs National Bank of Sambridge Springs, Pa.
vs.
Seymour Hood
Entered June 4, 1921
Pro. Greeley (jud June 5/21) $ 2.25

Of No 194 May Term, 1916
Amicable Scire Facias sur Judgment
It is agreed That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the deft. by the Sheriff of said County, and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note for the sum of Two thousand seven and 50/100 Dollars, being the amount of debt interest and costs now due on the original judgment.

Debt $ 2007.50
Int from June 5, 1921

No. p. 98.

Judgment
V. L. Greeley, Pro.

Aug 24 1921 Release of lien granted by Plff on the above judgment on lot situate in Boro of Sambridge Springs, Pa
For full description see paper filed at No 192 May Term 1916

July 3rd 1923.
Received satisfaction in full for the above Judgment, Debt, Interest & Costs.
Springs Nat Bank
Jas. E. Sudis

O. W. Benedict 31 Albert L. Thomas + O. Blare Kent, Esq.	+ Murla Grace Brown vs. + John Dale Brown Issued June 4, 1921. Jas + writ (Atty paid) 2.00 Shff. Snodgrass 8.00 Cro. Speeley 6.35	Libel in Divorce a mensa et thoro, with petition for alimony. And now, June 2, 1921, Subpoen in divorce awarded; Returnable to the first Monday of July next. (Signed) Thos. J. Brather, P. J. Subpoena returned: Served the within subpoena in divorce on the Respondent personally, on the 4th day of June, 1921 by delivering to him a true and attested copy of the same and making known to him the contents thereof, as appears from affidavit as above. So answers James A. Snodgrass, Shff. July 5, 1921, On motion in Open Court leave granted to Albert L. Thomas, Esq., and O. Blare Kent, Esq., attorneys for respondent to appear de bene esse for the purpose of making a motion to dismiss the libellants action, for want of jurisdiction. Per Curiam. (See paper filed) July 5, 1921, Demurrer and motion to dismiss libel filed And now, July 5, 1921, upon presentation of the within, rule to show cause is hereby granted as prayed for. (See paper filed) Per Curiam. On Argument List for Sept. Term, 1921, No. 3. Sept. 29, 1921, Continued, counsel not having appeared. Per Curiam.

Donald C Thompson
32
Leland J Culbertson
for rule

Paul E Kightlinger
vs.
Thelma Kightlinger
Issued June 6, 1921.

Tax + writ (paid July 28/21)	2.00	
Shff Snodgrass (pd)	3.00	
J.W. Smith, master (pd by Plff.)	25.00	
Jos. Spealey (pd by Lib. 11/23/21)	9.35	
Atty (pd. 11-23-1921).	3.00	

July 28-1921 Rec'd of Atty Thompson three dollars on costs $3.00
James A Snodgrass

Nov. 23, 1921 - Rec'd $3.00, docket fee in this case.
Donald C Thompson, Atty

Subpoena in Divorce.
And now, June 6, 1921, Subpoena awarded, Returnable to first Monday of August, 1921 (Signed) Thos. J. Brather, P.J.

Subpoena returned: Served the within subpoena in divorce on the respondent personally, on the 30th day of June, 1921, by delivering to her a true and attested copy of the same, and making known to her the contents thereof, as appears from affidavit as above. So answers,
James A. Snodgrass, Sheriff.

July 5, 1921, Petition of respondent presented in open Court, praying for allowance, etc.

Now, July 5, 1921 Upon consideration of the within petition, a rule is granted upon libellant to show cause why an allowance for alimony and counsel fees should not be ordered in the above entitled case, Returnable to first Monday of August next.
(See paper filed) Per Curiam.

July 29, 1921. Proof of service of rule for an allowance, etc., on Plff's Atty, filed.

Now, August 1, 1921, the rule in the above stated having been returnable and after evidence heard, it is ordered, adjudged and decreed that the said Paul E. Kightlinger shall pay to the respondent in the above stated case, the sum of Twenty-five Dollars on the first day of each and every month from date hereof, and shall also pay to Leland J. Culbertson, attorney for Thelma Kightlinger, the sum of Fifty Dollars as counsel fees. Per Curiam. (See paper filed)

And now, Aug. 1, 1921, James W. Smith, Esq. is hereby appointed Master to take the testimony of libellant and respondent in the above entitled action, and make report thereon to the Court. (See paper filed) Com. issued. Per Curiam.

Nov. 17, 1921. Testimony and report of Master filed and approved by the Court.

Nov. 17, 1921. Libellant by his attorney enters a rule on respondent to show cause why a decree of divorce should not be granted in this case; returnable fourth Monday instant. (See Rule Doc. 12, page 558) Rule issued.

Nov. 19, 1921, Proof of service of rule upon respondents attorney filed.

On Argument List for Nov. Term, 1921, No 24.

Nov 28 1921 Respondents answer to rule Entered Nov 17 1921 filed.

Dec 27 1921 Stipulation in respect to Alimony filed.

Now, Dec. 27, 1921, After due consideration a divorce is decreed as prayed. (See back of Masters report) Per Curiam.

Decree:- And now, to wit, December 27, A. D. 1921, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed,

That the said Paul E. Kightlinger, be divorced and forever

Continued on page 540

Albert L. Thomas
33

Sept 27 1921 Rec'd of Pff by atty Twenty and 75/100 Dollars Shff and Proctrs Costs
V. L. Greeley Pro

Oct 18-21
Rec'd my costs Eleven Dollars 40/100 my costs
Jas A Snodgrass Shff

Feby 16 1924 Rec'd of Dept Fifty one and 75/100 Dollars Court Costs in this case
V. L. Greeley Pro

* Sept. 27, 1921, After due consideration a divorce is decreed as prayed, at the cost of respondent, and the custody of Wilder Michael is awarded to libellant. Per Curiam.

Feb 9, 1924, Rec'd of V. L. Greeley, Pro. Thirty seven & 50/100 Dollars. costs paid by respondent
Albert L. Thomas
Atty.

Amy Wilder Michael
vs
Otto R. Michael
Issued June 6, 1921

Jas A Snodgrass, Shff.	6.00
A. D. Andrews, Master	25.00
Brs Greeley	9.35
Atty	3.00
Shff Snodgrass on amendment	5.40

Subpoena in Divorce
And now, June 6, 1921, subpoena awarded, returnable to the first Monday of August next. (Signed) Thos. J. Brather, P. J.
Subpoena returned. Served the within subpoena in divorce on the respondent personally on the 15th day of June, 1921, by delivering to him a true and attested copy of the same, and making known to him the contents thereof, as appears from affidavit as above.
So answers, James A. Snodgrass, Sheriff.
And now, Sept. 6, 1921, A.D. Andrews, Esq. is appointed Master in this case.
(See paper filed) By Thos. J. Brather, P. J.
Com. issued.
And now, Sept. 6, 1921, On motion in open court, leave granted libellant to amend her libel filed in this case, by adding thereto the following: "The libellant further prays your Honorable Court for an order or decree awarding unto her, the libellant, the custody of their minor child, Wilder Michael, three years of age." Notice thereof to be served upon the respondent. Per Curiam (See paper filed)
Same day, certified copy of motion and order issued.
Order returned: Served the within motion and order for amendment of libel upon the respondent, Otto R. Michael, by handing him a certified copy thereof on this 8th day of Sept. 1921, and informing him as to the contents thereof.
So answers, James A. Snodgrass, Sheriff.
Sept. 13, 1921. Testimony and Report of Master filed
On Argument List for Sept. Term, 1921, No. 19.
* Decree:- And now, to wit; September 27, A. D. 1921, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed, That the said Amy Wilder Michael be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Amy Wilder Michael, the libellant, and the said Otto R. Michael, the respondent; and that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent, at any time heretofore in pursuance of said marriage, shall cease and determine; and the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married.
And it is further ordered that the custody of Wilder Michael, minor child of the parties, be, and the same is hereby awarded to the said libellant, Amy Wilder Michael.
(See paper filed) Per Curiam.

Donald B. Thompson

34

Petition of Joseph Beebower

For

satisfaction of mortgage given by Merit Post to Phebe Ewing, recorded in Mortgage Book G. page 104. Entered June 6, 1921.

Pro. Breeley (paid July 25th/21) 5.00
Sheff. Snodgrass 3.75

August 1st 1921
Rec'd of Atty Thompson three dollars seventy five cents my costs
Jas A. Snodgrass Sheriff

June 6, 1921, Petition presented in open Court and filed

And now, June 6, 1921, the foregoing petition having been presented, read, and after due consideration thereof, It is hereby ordered, adjudged and decreed, That the Sheriff give notice of the above proceedings to the said Phebe Ewing, or to her heirs or legal representatives, if she, they or any of them may be found, and by publication in the Spartansburg Sentinel, a newspaper of general circulation in said County of Crawford for four consecutive weeks, which notice shall briefly state the facts set forth in the petition, and require the said mortgagee and all parties interested, to appear in this Court on Monday the first day of August, A.D. 1921 at 10 o'clock A.M. to show cause, if any they have, why the land subject to the encumbrance of said mortgage should not be released and discharged from the said lien. Service of the said notice as aforesaid to be made at least twenty days prior to the return day as above.

(See petition filed)

Per Curiam.

June 6, 1921. Order issued to Sheriff.

Aug. 1, 1921, Return of Sheriff with proof of publication attached, filed.

Decree: And now, August 1, 1921, it appearing to the Court that the Sheriff of Crawford County, in obedience to the order of this Court in the above entitled case made the 6th day of June, 1921, directing him to give notice, setting forth the facts in the petition filed in open Court on said date, by publication in the Spartansburg Sentinel, a newspaper published in said county, once a week for four successive weeks, all of which has been done by the said Sheriff of Crawford County, as is shown by his return and the proof of publication thereto attached. No person appearing to answer said petition, as aforesaid, the Court being satisfied of the proof of the allegations in said petition, upon motion of Donald B. Thompson, Attorney for petitioner, It is Ordered and Decreed, That the prayer of said petitioner be granted, and that satisfaction shall be entered by the Recorder of Deeds of Crawford County, Pa., on the record of the mortgage given by Merit Post to Phebe Ewing, dated May 20, 1851, recorded Sept. 17, 1851, in Mortgage Book G. page 104, Crawford County records, for a certain penal debt of $134.00, conditioned for the payment of $67.00, "on the __ day of April next ensuing the date hereof, with interest" — Which said mortgage appears as a lien upon a certain parcel of 50 acres in Steuben Township, Crawford County, Pa. (for description at length see paper filed).

This order and decree is to be carried into effect upon payment of all costs in the above entitled proceeding, and upon

Record Contd on page 585.

35

Geo. S. Seaman and Ambrose B. Barlow, Executors of Joseph E. Barlow, deceased,

vs.

G. L. Wood

Entered June 9, 1921

Bro. Speeley (Pd by Pltf) 2.25

Of No. 259 September Term, 1909. Amicable Scire Facias sur judgment.

It is agreed That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said County, and duly returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment-note, for the sum of Three hundred and thirty-four and 25/100 Dollars, being the amount of debt, interest and costs now due on the original judgment.

Debt # 334.25

Int. from June 9, 1921.

W. P. 100.

Judgment.

W. L. Speeley, Prothy

Am Sci Fa no 21 Sept Term 1926

Nov 12, 1928 The above judgment satisfied.

(See receipt No 21 Sept Term, 1926.)

Wm W Henderson
36

Mrs. Jennie Snyder
now use of
Effie W Lentler
vs.
Cordelia Babcock &
Agnes B. Rummer now
Agness B. Wyckoff
Entered June 9, 1921

Geo. Greeley (Fi. fa. issued June 20, 1921) 2.25
(Original Costs use of J. Mondrean Esq. $9.50 - included in new judgment)
Attorney 3.00

No. 38 September Term, 1916
Amicable Scire Facias sur Judgment.

It is agreed by Agness B. Wyckoff, deft., and Effie W. Lentler, plaintiff, that the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said county, and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Nine hundred thirty-six and 50/100 Dollars, being the amount of debt, interest and costs now due on the original judgment -

Debt $936.50
Int. from June 9, 1921

R.f. 93, W.f. 228. Judgment
V. L. Greeley, Prothy.

Oct 5' 1922 In consideration of the sum of nine hundred and eight two dollars and eighty eight cents to me in hand paid, I hereby sell assign and transfer this fed grand and plaintiffs costs to Murray McCullough, of the 1st Ward of the City of Meadville Penna, being principal and interest to Oct 5/ 22

Effie W. Lentler

June 8, 1926. Am. Sci. Fa. to No. 25 Sep. Tr. 1926

Leland J. Culbertson 37 Dec, 14th 1921 Received from Thomas Fairman Seven dollars forty cents in coals Jas A. Snodgrass Shff	Mrs. Sophia Boles, assignee of D. J. Neal, Executor of the estate of F. A. Neal, deceased, vs. Frederick A. Franklin and Lucy A. Franklin, Mortgagors and Helen Fairman and Thomas Fairman, real owners Issued June 10, 1921 Jay writ [Atty paid] 2.25 Rec. Miller .50 Shff Snodgrass 7.40	Scire Facias sur Mortgage recorded in Mortgage Book 65 page 145; Returnable to first Monday of July next. June 10, 1921 Affidavit as to title to land filed. Writ returned: Served the within writ on the within defendants - Helen Fairman, by handing her personally a true and attested copy thereof, and by informing her of the contents, - as to Thomas Fairman, by handing a true and attested copy to an adult member of his family, at the within described property, - his dwelling house in Summit Township, on the 13th day of June, 1921 As to Frederick A. Franklin and Lucy A. Franklin, I return Nihil habent. So answers 7-4-1921 James A. Snodgrass, Sheriff

L. W. Benedict 38	E. A. Semmence, doing business as the Star Electrical Company vs. A. J. Benton, and L. D. Fulton, Executor of estate of Charles Bron, doing business as Queen City Garage & Electric Company. Issued June 14, 1921. Tax writ (paid by atty) 2.00 Shff Snodgrass 15.10 Pro. Greeley 2.50 Atty 3.00	Summons in Assumpsit; Returnable to first Monday of July next. June 14, 1921. Plaintiffs statement filed Writ returned: June 15, 1921, served the within writ on the within named A. J. Benton, by handing a true and attested copy thereof, together with a certified copy of plaintiffs statement of claim; as to L. D. Fulton, by handing a true and attested copy together with a certified copy of plaintiffs statement of claim to an adult member of the firm at their place of business in the City of Titusville, Pa So answers, James A. Snodgrass, Shff And now, Sept. 12, 1921, On motion of plaintiffs attorney, judgment is entered in the above case, in favor of plaintiff and against defendant, for want of an appearance and for want of an affidavit of defense; and judgment liquidated at the sum of Eight hundred twenty Dollars and Thirty Cents, with costs. (See Rule Doc. 12, p. 553) Debt # 820.30 Interest from Sept. 12, 1921. Be p. 171; D. p. 99; Firm p. 139 Judgment. V. L. Greeley, Prothy.

Fi. Fa to No. 52 Nov. Term, 1921.
Nov. 9, 1921. The above judgment satisfied. (See Fi. Fa.)

Walter L. Peake

39
Thomas v Thomas.
7-1-21 V.L.G.

May 4th 22 Rec'd my costs from attorney W S Peake
Jas A. Snodgrass

Isaac Shambaugh, father and next friend of Louis Shambaugh
vs
William Yokes
Issued June 16, 1921

Tax & writ	6-30-21 paid	2.00
Shff. Snodgrass		6.00
Pro. Speelly, (pd Dec 8/22)		2.50
atty		3.00

Summons in Trespass, Returnable to next term.

Writ returned: June 18, 1921, served the within writ on the within named defendant, William Yokes, by handing him personally, a true and attested copy thereof, also by reading and making contents known.
So answers James A. Snodgrass, Sheriff.

Feb 27, 1922 Plaintiffs statement filed, and service accepted by Defts attys.
March 1, 1922. Affidavit of defense filed.
On Fall Trial List, 1922, No. 13
Dec. 4, 1922, continued by consent

Dec 12 1922 The above case discontinued of record. See paper filed

Otto Kohler

40

July 16, 1921, Recd from Plffs. Atty $15.90 being costs of Recorder, Shff, Prothy
W. J. Greeley, Prs.

July 16, 1921, Recd of Prs Greeley 50¢ my costs.
Harry F. Miller
Recorder.

July 16, 1921, Recd of Prs. Greeley $14.40, my costs ex Jas A Snodgrass
Jas. A. Snodgrass
(M.E.S.) Sheriff

Catherine Amey, for the use of Wm J. Fox
vs.
Charles R. Geisler,
with notice to
Frank H. Ellis, terre tenant.
Issued June 16, 1921.

	#
Tax & writ (paid)	2.25
Rec. Miller	.50
Shff. Snodgrass	14.40
Prs. Greeley	1.00

Scire Facias sur Mortgage recorded in Mortgage Book Volume 86, Page 424.
Returnable to First Monday of July next
June 16, 1921, Affidavit as to title to land filed.
June 16, 1921, Statement of claim filed and two copies certified for service.
Writ returned: (a) June 16, 1921, I hereby deputize Wm D. Haddock, Sheriff of Allegheny County, Pa. to serve this writ. So answers
James A. Snodgrass, Sheriff.
(b) On the 20th day of June, 1921 served the within writ on Frank H. Ellis at South 18th & Sarah Streets, Pittsburgh, Pa., by handing him a true and attested copy of the same together with plaintiffs statement of claim; and on the 21st day of June 1921, served on Charles R. Geisler, at 1933 Warnock Street, Pittsburgh, Pa., by handing to him a true and attested copy of the within writ together plaintiffs statement of claim. So answers George A. Hahne, Deputy Sheriff
(See affts. of service on writ) Wm D. Haddock, Sheriff of Allegheny Co. Pa.
(c) And now, June 28, 1921, writ returned, services as per above affidavit also, by posting a true and attested copy on the within described property. So answers James A. Snodgrass, Sheriff.
Now, June 16, 1921, the above case settled and mortgage with all costs paid.

Otto Kohler
Atty for plff

Arthur L Bates

vs

Fairlawn Knitting Company

vs

Cassius L. Smith doing business as Smith Brothers

Issued June 16, 1921

		#
Taxes & writ (atty pd)		2.00
Shff. Snodgrass,		3.10
Comr. Simon,		20.00
Pro. Greeley		12.50
Comr. Lambert,		5.00
Atty		3.00

Summons in Assumpsit. Returnable to first Monday of July next.

June 16, 1921. Affidavit that plaintiffs claim is in excess of $100.00 filed.

June 16, 1921. Plaintiffs statement of claim filed and copy certified for service.

Writ returned: June 16, 1921, served the within writ on the within-named Smith Brothers, by handing a true and attested copy thereof together with a certified copy of plaintiffs statement of claim to Cassius L. Smith, at his place of business in the City of Meadville, Pa.

So answers, James A Snodgrass
Sheriff.

July 4, 1921. Affidavit of defense filed.

And now, to wit, Oct. 4, 1921, Plaintiff by Attorney enters a rule for a commission to be issued to Herbert M. Simon, Esq., a Notary Public of the City of New York, N.Y. or any Notary Public of the City and State of New York, to take the testimony of Joseph H. Paley, 798 Broadway, New York City, and Samuel Newman, of the firm of Frank Brothers, 580 Broadway, on interrogatories, upon 15 days notice to the defendant or his Attorney of record; to be read in evidence on behalf of the plaintiff on the trial of above case. (See paper filed)

Same day, Interrogatories filed.

And now, to wit, Oct. 14, 1921, permission is hereby given to amend rule for a commission heretofore issued in above entitled case, by adding the name of Otto Haas as one of the witnesses, and also leave to file additional interrogatories directed to said Otto Haas, and same to be executed by the Commissioner named in the original rule. (See paper filed) (Signed) Thos. J. Prather, P.J.

Same day, Amendment to rule for commission, and additional interrogatories, filed.

Oct. 18, 1921. Exceptions to interrogatories filed - Service accepted.

Same day, Cross interrogatories filed. Service accepted by Plffs Attys.

Nov. 29, 1921. Commission Issued.

On Trial List for 1st Monday of Jany, 1922, No. 14 Dec'g. - Cont'd by Consent.

Jan. 21, 1922. Interrogatories of plaintiff to ~~Ovoa Lambert~~ R. Lussier-Decelles filed.

And now, to wit, Jany 21, 1922, Plaintiff by attorney enters a rule for a commission to be issued to Ovila Lambert, a Notary Public at No. 9 Cumberland Street, Woonsocket, R.I., to take the testimony of R. Lussier-Decelles, on Interrogatories filed upon 15 days notice to defts or his attorneys. (See paper filed) Service accepted by Defts. Attys.

Feb. 10, 1922. Commission to Ovila Lambert, Esq., issued.

Feb. 20, 1922. Deposition of R. Lucier Decille filed and Attys notified.

On Trial List for 1st Monday of March, 1922, No. 28.

March 6, 1922. Continued by Consent.

Sep. 10, 1924. Recd from Plffs. Atty $10.00, to apply on costs of Pro. Greeley.
D. L. Greeley Pro.

Record continued on page 542.

Thomas & Thomas
42

O. Blare Kent for
Alex Zuoressimo
Terre Tenant.

Mch 7 1925 Rec'd of Dept Sixteen and 25/100 Dollars Shff & Prothy costs V. L. Greely Pro

Alvin Stearns
vs.
B. F. Savage, Mortgagor, Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased, Nancy F. Mondereau, widow, Harvey J. Mondereau, Leroy Mondereau, Pearl Mondereau First, Lorena Mondereau, Nancy F. Mondereau, Testamentary Guardian of Lorena Mondereau, heirs at law and devisees of Isaac Mondereau, deceased, real owners and terre tenants, and Alex Zuoressimo, terre tenant.
Issued June 17, 1921.

Tax & writ (Plff. paid)		$2.25
Rec. Miller		.50
Shff. Snodgrass		12.00
Pro. Greeley		4.25
Atty		3.00

Scire Facias sur Mortgage recorded in Mortgage Book Vol 95, page 121, Returnable to First Monday of July next

June 17, 1921. Affidavit as to title to land filed.

July 2, 1921. O. Blare Kent Esq. appears for Alex Zuoressimo, terre tenant. (See paper filed)

July 18, 1921. Affidavit of defense of Alex Zuoressimo terre tenant in possession of the land described, filed. Service of copy accepted by Plffs. attorney.

Writ returned: June 18, 1921, served the within writ on the following defendants: Pearl Mondereau First, Alex Zuoressimo, by handing each personally a true and attested copy thereof and by informing each of the contents. As to Nancy F. Mondereau, widow, Nancy F. Mondereau, Executor of the last will and testament of Isaac Mondereau, deceased, Nancy F. Mondereau, testamentary guardian of Lorena Mondereau, a minor, & Harvey Mondereau, by handing three copies to Nancy F. Mondereau, and one to Harvey Mondereau, also, by informing each of the contents on the 23d day of June, 1921. As to Leroy Mondereau, by handing a true and attested copy thereof to an adult member of his family, at his dwelling house in the City of Meadville, Pa., on the 23d day of June, 1921. As to B. F. Savage, I make return of "Nihil habet" So answers. James A. Snodgrass, Sheriff.

And now, August 11, 1921, On motion of Plaintiffs attorney, judgment is entered in the above stated case in favor of plaintiff and against the defendants, to wit: Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased, Nancy F. Mondereau, widow, Harvey J. Mondereau, LeRoy Mondereau, Pearl Mondereau First, Lorena Mondereau, and Nancy F. Mondereau, Testamentary Guardian of Lorena Mondereau, for want of an appearance and for want of an affidavit of defense; and judgment liquidated at the sum of Eight hundred seventy-two Dollars and eighty cents. (See Rule Docket 12, page 549)

Debt $872.80
Int. from Aug. 11, 1921
Judgment
V. L. Greeley, Prothy

M. fa. 227, 228, 229 & 228 F. fa. 132

Thomas & Thomas
43

Nov 12 1921 Rec'd of Sheff by atty Nineteen and 05/100 Shff's Pro's Costs
V. L. Greeley Pro

Feby 18-1922
Rec'd of Pro Greeley nine dollars Dereby cls my costs
Jas A. Snodgrass

Alvin A. Stearns
vs.
Gertrude E. Stearns
Issued June 18, 1921.

Tax writ (atty pd)	#	2.00
Shff. Snodgrass		1.60
Shff. Snodgrass on alias		1.60
Shff. Snodgrass on pcs		6.50
Pro. Greeley		9.35
Atty		3.00
Master (pd by Lib.)		25.00

Subpoena in Divorce.
And now, June 18, 1921 subpoena awarded, Returnable to First Monday of August, 1921.
(Signed) Thos. J. Grather, P. J.
Subpoena returned: Aug. 1, 1921, The within named respondent Gertrude E. Stearns was not found in my bailiwick. So answers James A. Snodgrass, Shff.
Aug. 1, 1921, Alias subpoena in divorce issued; returnable to the first Monday of Sept. next.
Alias Subpoena returned: Sept. 5, 1921, The within named respondent, Gertrude E. Stearns was not found in my bailiwick. So answers James A. Snodgrass, Shff.
Sept. 6, 1921. Order for proclamation issued, returnable to first Monday of November next.

And now, November 7, 1921, I, James A. Snodgrass, Sheriff of Crawford County, do hereby certify and make return, that I have made proclamation in the above entitled case according to law, and caused the same to be published in the Cochranton Times, a newspaper printed within my bailiwick, for four weeks successively prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached. So answers, James A. Snodgrass, Sheriff.
And now, Nov. 7, 1921, On motion in open Court, Roy D. Peters, Esq., is hereby appointed Master to take testimony in the within case.
(See paper filed) Com. issued. (Signed) Thos. J. Grather, P. J.
Nov 15 1921 Testimony on part of Libellant and Repot of Master filed.
On Argument List for Nov. Term, 1921, No. 25
Dec. 8, 1921, After due consideration, a divorce is decreed as prayed. Per Curiam.
And now, to-wit Dec 8, A.D. 1921 this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true it is by the Court ordered, adjudged and decreed, That the said Alvin A. Stearns be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him the said Alvin A. Stearns the libellant and the said Gertrude E. Stearns, the respondent: and that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent, at any time heretofore in pursuance of said marriage, shall cease and determine; And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married.
Per Curiam
(See paper filed)

44	In re Appointment of a Judge of Elections for Rome Township, vice A.B. Stewart, resigned. Entered June 18, 1921 Pro. Greeley 2.00	And now, June 18, 1921, On due consideration of within petition, A.J. Brown is appointed Judge for the Township of Rome, to fill vacancy as prayed for. (Signed) Thos. J. Brather, P.J. (See petition filed) Same day, Certificates of appointment issued to appointee and County Comrs.

Thomas & Thomas
45

O. Blare Kent for Joseph L. Deigley, terre tenant in possession of property.

Oct. 29, 1921 Recd from Plffs. Atty $13.40 being costs of Rec. Miller, Shff. Snodgrass & Pro Greeley.
V. L. Greeley, Pro.

Feby 28-22
Recd of Pro Greeley Forty Dollars July ch in costs
Jas A. Snodgrass

Anna Kern
vs.
Herman E. Gross and Mary V. Gross, his wife, mortgagors, and Nancy F. Mondrean, Executrix of the last will and testament of Isaac Mondrean, deceased, Nancy F. Mondrean, widow, Harvey J. Mondrean, Leroy Mondrean, Pearl Mondrean First, Lorena Mondrean, heirs at law and devisees of Isaac Mondrean, deceased, and Nancy F. Mondrean, Testamentary guardian of Lorena Mondrean, real owners and terre tenants.

Issued June 22, 1921

	#
Tax writ (Atty fee)	225
Rec. Miller	.50
Shff. Snodgrass	12.40
Pro. Greeley	50

Scire Facias sur Mortgage, recorded in Mortgage Book 87, page 283; Returnable to the first Monday of July next.

June 22, 1921, Affidavit as to title to land filed.

July 2, 1921 O. Blare Kent, Esq., appears for Joseph L. Deigley, terre tenant in possession of property. (See paper filed)

Writ returned: June 23, 1921 Served the within writ on the within named defendants, Nancy F. Mondrean, Executrix of the last will and testament of Isaac Mondrean, deceased, Nancy F. Mondrean, widow, and Nancy F. Mondrean, Testamentary Guardian of Lorena Mondrean, a minor, by handing her personally three true and attested copies thereof; Harvey J. Mondrean, Pearl Mondrean First, by handing to each personally a true and attested copy thereof; as to Leroy Mondrean by handing a true and attested copy thereof to an adult member of his family at his residence in the city of Meadville, Pa.; by going to the within described property found in the possession of J. L. Deigley, according to law I have added his name to this writ, served by handing a true and attested copy to him and informed them of the contents thereof; as to Herman E. Gross and Mary V. Gross, his wife, mortgagors, I make return of "Nihil habent."
So answers, James A. Snodgrass, Sheriff.

Oct. 29, 1921, this case is settled & ordered discontinued.

Thomas & Thomas
Attys for Plffs.

Thomas & Thomas 46	John A. Graham and Jennie M. Graham, his wife, vs. J. A. McElfish, defendant, and Merchants National Bank of Meadville, Pa., Garnishee. Issued June 23, 1921. Tax & writ (paid) # 2.50 Shff. Snodgrass,	Of No. 215 May Term, 1921. Attachment Execution; Returnable to first Monday of July, next. To attach all and singular the goods and chattels, rights and credits, moneys and property of the defendant in whose hands the same may be, and especially in the hands of the Merchants National Bank of Meadville, Pa., and to summon them as garnishee. Writ returned: June 23, 1921, Attached as within commanded, the rights, credits and moneys of the defendant in the hands of Merchants National Bank as Garnishee, by declaring in the presence of James Lawrence and Earl Huidekoper, credible witnesses of my bailiwick, that I so attached credits, moneys, rights of the defendant, and at same time served this writ on Edward Weber, Cashier of the above bank, by handing him a true and attested copy, and summoned him to appear as herein commanded; also, by handing personally a true and attested copy to J. A. McElfish, and summoned him to appear as herein commanded. So answers James A. Snodgrass, Sheriff.

O. Victor Johnson vs. O. Clare Kent	Thomas Miller vs. The Pittsburgh Aeroplane & Motor Company, Inc., a corporation. Issued June 24, 1921. Jax & writ (paid) 2.00 Shff. Snodgrass 3.10	Summons in Assumpsit, Returnable to the first Monday of July next. June 24, 1921. Statement of claim filed and copy certified to Sheriff to serve. Writ returned: June 25, 1921, served the within writ on the within named defendant, The Pittsburgh Aeroplane and Motor Company, Inc., a corporation, by handing personally to O. L. Sanford, President of the above company, a true and attested copy thereof, together with a certified copy of plaintiffs statement of claim, at his office in the City of Meadville Pa. So answers James A. Snodgrass, Shff. July 5, 1921. O. Clare Kent, Esq., appears for Deft. (See paper filed) July 13, 1921. Affidavit of defense filed; Service accepted July 15th by Plffs. Atty. July 29, 1921. Replication filed – service accepted by Dfts. Atty.

O. Blare Kent
48
Albert L. Thomas
for rule

Dec 16 1921 Rec'd of Plffs atty Two Dollars costs on rule
V. L. Greeley Pro

John M. Leonard
vs.
Mrs. Rose Hatheway
and Mrs. H. E. Gill
Entered June 28, 1921

	#
Jas. & Pro. Speeley (pd)	3.00
Attorney	3.00
Pro. Speeley on rule,	2.00

Amicable Action of Ejectment for premises at No. 986 Water Street, in Fourth Ward, City of Meadville.

June 28, 1921, Amicable action of Ejectment, with confession of judgment, statement and affidavit of claim, and copy of lease attached, filed.

Now, June 28, 1921, comes O. Blare Kent, attorney for the said named defendants, Mrs. Rose Hatheway and Mrs. H. E. Gill, and confesses judgment against the said defendants, and in favor of the said plaintiff, John M. Leonard, in an Amicable action of ejectment, and by virtue of the power of attorney contained in the said lease hereto attached, for the premises therein described, to wit, The premises situate in the City of Meadville County of Crawford and Commonwealth of Pennsylvania, situate at No. 986 Water Street, being a brick and frame Building three stories with use of barn erected on said premises, and also confesses judgment against the said Mrs. Rose Hatheway and Mrs. H. E. Gill, and in favor of the said plaintiff, John M. Leonard, for the sum of Two thousand two hundred ten (#2210.00) Dollars, with costs of suit, waiving the benefit of all appraisement, stay and exemption laws, the right of inquisition on real estate, and all bankruptcy and insolvent laws, now in force or hereafter passed.

(See paper filed)

Rental #2210.00

Fa. p. 181; G. p. 152.

Judgment
V. L. Greeley, Prothy

Hab. Fac. Poss. with clause of Fi. Fa. for rental and costs to No. 28 Sept. Term, 1921

June 29, 1921, Petition to open and strike off judgment and stay proceedings filed, and service accepted by Plff's attorney.

And now, to wit, June 29, 1921, upon filing the within petition and upon notice to plaintiff's attorney, the Honorable Thomas J. Prather, P. J. being absent from the district, a rule is granted upon the plaintiff to show cause why the execution should not be stayed, and the Sheriff enjoined from further proceedings on said writ; returnable to Tuesday, July 5, at 10 o'clock A. M. Lien of writ and levy to remain.

V. L. Greeley, Pro.

July 1, 1921, rule to show cause granted why judgment should not be opened and stricken off. Execution stayed in meantime

(See back of petition)

(Signed) Thos. J. Prather, P. J.

On Argt. List for Nov. Term, 1921 No. 8. Nov. 29, 1921 Argued & K. D.

Albert L. Thomas 49 O. Blare Kent	A. J. Logan and W. P. Flanagh vs. John Marnen Issued June 29, 1921. Jay Twist (Pltff. pd) $ 2.00 Shff. Snodgrass 4.50 Pro. Speeley 5.25	Capias ad Respondendum in an Action of Trespass, Returnable to the First Monday of August next Bail required in the sum of $500.00. June 29, 1921. Affidavit to hold to bail filed. June 29, 1921. Plaintiffs' statement of claim filed. Writ returned: And now, July 1, 1921, did as herein commanded, defendant gave bail, with V. W. Ladner as security, in the sum of five hundred dollars. So answers James A. Snodgrass, Sheriff. July 25, 1921, Defendants bail bond in the penal sum of $500.00, with V. W. Ladner as surety, dated July 1, 1921, left by Sheriff, and filed. July 30, 1921. O. Blare Kent, Esqr, appears for Dft. (See paper filed)

Aug. 1, 1921. Affidavit of defense filed.
On Trial List for 1st & 2d Mondays of Oct. 1921, No. 9.
Oct. 3, 1921. Continued on application of plaintiff.
On Trial List for 1st Monday of January, 1922, No. 19. "Dec. cont'd by consent."
On Trial List for 1st Monday of March, 1922, No. 33. "Off by consent."

50

In the Matter of the Appointment of Auditors to Audit the Accounts of the Meadville School District for the fiscal year beginning the first Monday of July, 1920

Entered June 30, 1921

Pro. Speeley 2-17-22 paid 4.25

Order of Court

Now, June 27, 1921 N. B. McLaughlin and Thomas F. Charlton are appointed Auditors to audit and settle the accounts and finances of the Meadville School District according to the provisions of the School Code of 1911, and its supplements, and make a report thereof in duplicate, one of which shall be filed with the Meadville School District and the other in the Prothonotarys office of the County of Crawford.

Per Curiam.

Thos. J. Prather, P.J.

June 30, 1921 Certificate of appointment issued to each appointee.

July 26, 1921, Auditors report filed, and notice issued for publication.

51

In the Matter of the Appointment of Auditors to Audit the Accounts of the Titusville School District for the fiscal year beginning the first Monday of July, 1920
Entered June 30, 1921.

Geo. Speeley 2-13-22 paid 4.25

Order of Court.

Now, June 27, 1921 Paul J. Murphy and John B. Thompson of Titusville Pa., are appointed to audit and settle the accounts and finances of the Titusville School District, to make a duplicate report thereof, one of which shall be filed with the School District of Titusville and the other in the Court of Common Pleas as required by the general provisions of the school code of 1911, and its supplements.

Per Curiam.
Thos. J. Prather, P.J.

June 30, 1921. Certificate of appointment issued to each auditor.

July Aug. 1, 1921. Auditors report filed, and notice issued for publication.

Thomas & Thomas
52

Sept 3 1921 Rec'd of Pff by atty fee and 30/100 Dollars being Sheff & Proctys Cost
U. L. Greeley Pro
Sept. 3-1921 Rec'd of Pff by atty $25.00 Dollars my fee as Master—
L. H. Landerbaugh
Sept 7-1921 Rec'd Pro Greeley, three dollars twenty cents
$3.20 James A. Snodgrass Sheriff

v Grace E. Stearns
vs.
Harry L. Stearns
Issued June 30, 1921

Tax & writ (paid) #	2.00
Shff. Snodgrass	3.20
L.H. Landerbaugh, Master	25.00
Geo. Greeley Atty	7.10 / 3.00

Subpoena in Divorce; Returnable to First Monday of August next.
And now, June 30, 1921, subpoena awarded (Signed) Thos. J. Brather, P.J.
Subpoena returned: Served the within subpoena in divorce on the respondent personally, on the 14th day of July, 1921, by delivering to him a true and attested copy of the same, and making known to him the contents thereof, as appears from affidavit as above. So answers
James A. Snodgrass, Sheriff
And now, Aug. 1, 1921, L. H. Landerbaugh Esq. is hereby appointed Master to take testimony and make report in within case. Per Curiam. (See paper filed)
Sept 3, 1921 Testimony on part of Libellant and report of Master filed
On Argt. List for Sept. Term, 1921, No. 20.

Sept. 27, 1921, After due consideration a divorce is decreed as prayed, and at cost of respondent. Per Curiam.

Decree:—And now, to wit; Sept. 27, A. D. 1921, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged, and decreed.
That the said Grace E. Stearns be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Grace E. Stearns, the libellant, and and the said Harry L. Stearns, the respondent; and that thereupon all and every the duties, rights and claims accruing to either the said libellant, or the said respondent, at any time heretofore in pursuance of said marriage, shall cease and determine;
And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married.
Per Curiam.

(See paper filed)

Leland J. Culbertson
53

Harry W. Becker
vs
Martin L. Schaefer,
Fred Schaefer,
Katherine Schaefer,
Mamie Jones, doing
business under the
name, style and title
of Lee Brothers United
Shows, and its owners
and managers
Issued July 1, 1921.

Tax + writ (pd by Plff) 2.50
Shff. Snodgrass ---
Dist 7-2-1921 plff. .50

Domestic Attachment:
Returnable to next term.
To attach all the goods and property of the defendants located on Athletic Park, Meadville, Pa., also the personal property on the tracks of the Erie Railroad Company.
July 1, 1921 Plaintiffs affidavit of cause of action filed.
Writ returned: "July 2, 1921, The within writ withdrawn by plaintiffs attorney."
So answers James A. Snodgrass, Sheriff.
Now July 2nd. 1921 this case withdrawn and discontinued
Leland J. Culbertson, atty.

Leland J. Culbertson 54	Harry W. Becker vs. Martin L. Schaefer, Fred Schaefer, Mrs. Katherine Schaefer, Mamie Jones, doing business as Lee Brothers United Shows. Issued July 2, 1921 Tax writ (Cliff paid) 2.50 Sheriff Snodgrass, ---	Foreign Attachment in Assumpsit against the above defendants; Returnable to First Monday of August next. Bail to dissolve, $4500.00 To attach all goods, chattels, properties, moneys, rights, credits, effects, lands tenements of said defendants, in the hands, possession and custody of whomsoever hands they might be, and summon the Erie Railroad Company as Garnishee. Writ returned: July 6, 1921. The within writ not served, as plaintiff failed to give bond. So answers, James A. Snodgrass, Sheriff.

Donald C. Thompson
55

E. H. Emery
vs
J. E. Sullivan
Issued July 4, 1921.

Pro. Greeley	11-17-21 paid	2.00	#
Shff. Snodgrass	Pd.	3.00	
Pro Ltr on alias	11-17-21 paid	2.00	
Shff. Snodgrass on alias	Pd.	1.60	
Pro Greeley		2.50	
atty		3.00	
Atty Mondreau on orig		3.00	

Nov. 17, 1921-
Received of Donald C. Thompson, Atty. - Four and 60/100 Dollars ($4.60) in full of costs on this case.
Jas A Snodgrass Sheriff

Of No. 263 May Term, 1916.
Scire Facias to revive and continue the lien of above judgment,
Returnable to next term

Writ returned. And now, Sept. 12, 1921, after diligent search and inquiry as to the within named defendant, J. E. Sullivan, I make return of Nihil habet as to him.
So answers, James A. Snodgrass, Shff.

Sept. 12, 1921, Alias Scire Facias to revive and continue the lien of above judgment issued. Returnable to next Term.

Alias writ retd. Nov. 14, 1921. As to the within named dft. J. E. Sullivan, I make return of Nihil habet. So answers
James E. Snodgrass, Sheriff.

And now, December 2, 1921, comes the plaintiff by his attorney, Donald C. Thompson, Esq., and enters judgment against the defendant, J. E. Sullivan and in favor of the said plaintiff, E. H. Emery, after two returns of Nihil habet by the Sheriff of Crawford County, for want of an appearance and affidavit of defense. Same day, Judgment liquidated at the sum of Four hundred seventeen Dollars and Twenty-two cents, with interest from date and costs.
(See Rule Doc. 12, page 558)

	#
Debt	417.22
Attys com. included	19.87
Int. from Dec. 2, 1921.	

Ju. page 194.

Judgment
V. L. Greeley, Pro.

Otto Kohler
56

Sept. 23, 1921, Received from Libellant - per atty, $36.75 being Shff. Snodgrass $4.40, Lauderbaugh Master $25.00 and Pro. Greeley, $7.35
V.L. Greeley, Pro.

Oct 11-21
Rec'd my costs from Pro Greeley
Four & 40/100
Jas A. Snodgrass Sheriff

Received June 12, 1922 from Respondent $142.75 costs in this case. Otto Kohler

Ruby Free
vs
Nathan Free
Issued July 5, 1921

		#
Jay & writ (paid)		2.00
Shff. Snodgrass	2-28-21	4.40
Lauderbaugh, Master		25.00
Pro. Greeley		7.35
Atty.		3.00
Sheriff	42.75	1.-

Subpoena in Divorce with restoration of maiden name;
And now, July 7, 1921, subpoena awarded. Returnable first Monday of September next.
(Signed) Thos. J. Prather, P.J.

Subpoena returned: Served the within subpoena in divorce on the respondent personally, on the 1st day of September 1921, by delivering to him a true and attested copy of the same, and making known to him the contents thereof, as appears from affidavit as above.
So answers, James A. Snodgrass, Sheriff.

And now, Sept. 14, 1921, L.H. Lauderbaugh, Esq., is appointed Master in this case.
By Hon. Thos. J. Prather, P.J.

(See paper filed) Commission issued. Sept. 16, 1921. Testimony and report of Master filed.

On Argument List for Sept. Term, 1921 - No. 21

Sept. 27, 1921. After due consideration a divorce is decreed as prayed, and at cost of respondent. Libellant is permitted to assume the name Ruby Chatley, her maiden name. Per Curiam.

Decree:- And now, to wit: Sept. 27, A.D. 1921, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed,

That the said Ruby Free, ~~be divorced~~ and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Ruby Free, the libellant, and the said Nathan Free, the respondent; and that thereupon all and every the duties, rights and claims accruing to either the said libellant, or the said respondent, at any time heretofore in pursuance of said marriage shall cease and determine;

And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married. And it is further ordered that the libellant be permitted to resume the name Ruby Chatley, her maiden name.

(See paper filed) Per Curiam.

A. M. Fenner
57

Sept 19, 1921 Rec'd of Peffs atty Eight and 75/100 Dollars Shff + Prothgy costs
V. L. Greeley Pro

Oct 11-21 Rec'd of Pro Greeley ten cents
Three dollars + seventy five cents 3.75
Jas A. Snodgrass Shff

Petition of Ella Hillman
for
Satisfaction of a mortgage given by Oliver T. Bush to William Knickerbocker recorded in Mortgage Book 3 page 288
Entered July 5, 1921

Pro. Greeley $ 5.00
Shff. Snodgrass fees 13.95

July 5, 1921 Petition presented in open court and filed.

July 5, 1921 On presentation of the foregoing petition in open court, and after due consideration of same, it is ordered and decreed that the Sheriff be directed to serve a notice stating the facts set forth in the foregoing petition on the holder or holder of the mortgage mentioned in said petition, if to be found in said county, and in case the parties aforesaid cannot be found in said county, then the said Sheriff shall give public notice as aforesaid in a newspaper published within said county once a week for four weeks successively, prior to the next term of this court, requiring the said parties to appear at said term and answer the said petition. Per curiam.

July 5, 1921 Order issued to Sheriff.

Sept. 12, 1921, Sheriffs return with proof of publication of notice attached filed.

Decree:- September 12, 1921, On presentation of the above motion in open court; the Court being satisfied of the truth of the above mentioned petition, decreed and directed that satisfaction be entered on the record of the above mentioned mortgage by the Recorder of said (Crawford) County, on payment of the costs due relative to the entry of satisfaction and all proceedings thereon. Per Curiam.

(See paper filed)

A. M. Fenner

58

Sept 19 1921 Rec'd of Pepp atty Eight and 75/100 dollars being Sheff & Prothy Costs
U. L. Greeley Pro

Oct 11-21 Rec'd of Pro Greeley Three dollars & Seventy five cents
3.75 Jas A. Snodgrass Shff

Petition of Robert H. Myers & Mary J. Myers for Satisfaction of mortgage given by John Burns and Margaret Burns to N. M. Marshall, recorded in Mortgage Book F. No. 2, p. 435. Entered July 5, 1921.

	#
Pro. Greeley	5.00
Shff. Snodgrass & adv.	16.35

July 5, 1921 Petition presented in open court and filed.

July 5, 1921. On presentation of the foregoing petition in open court and after due consideration of the same, it is ordered and decreed that the Sheriff be directed to serve a notice stating the facts set forth in the foregoing petition on the holder or holders of the mortgage mentioned in the foregoing petition, if to be found in said County, and in case the parties aforesaid cannot be found in said county, then the Sheriff shall give public notice as aforesaid in a newspaper published within said county once a week for four weeks successively prior to the next term of said Court, requiring the said parties to appear at said term and answer the said petition. Per Curiam.

July 5, 1921. Order issued to Sheriff

Sept. 6, 1921. Sheriffs return to the order of Court, with proof of publication of notice attached, filed.

Decree:- September 12, 1921: On presentation of the above motion in open Court; the court being satisfied of the truth of the above mentioned petition, decreed and directed that satisfaction be entered on the record of the above mentioned mortgage by the Recorder of said (Crawford) County, on payment of the costs due relative to the entry of satisfaction and all proceedings thereon. (See paper filed) Per Curiam.

A. M. Fenner

59

Petition of Betsy W. Broughton for the Adoption of Dorothy Marie Galvin child of of Herman Galvin and Ethel Galvin, his wife. Entered July 5, 1921.

Pro. Greeley [illegible] July 5/21 $2.00

July 5, 1921, Petition, with consent of parents and supporting affidavits annexed presented in Open Court & filed.

Decree! And now, July 5, 1921, upon presentation of the foregoing petition and after due consideration of the same, it appearing to the Court that the parents of the said Dorothy Marie Galvin have consented to the adoption prayed for and the Court being satisfied that the welfare of the said Dorothy Marie Galvin will be promoted by said adoption, it is on motion of A. M. Fenner, Esqr., pro petitioner, ordered and decreed, that the prayer of said petition be granted and that the said Dorothy Marie Galvin shall assume the name of the petitioner, and have all the rights of a child and heir of said Betsy W. Broughton, the petitioner, and be subject to the duties of such child. Per Curiam.

(Signed) Thos. J. Brother, P. J.

Same day, certified copy of decree issued.

For Juvenile Court proceeding See order of July 26, 1926, in said Court.

J. A. Boland

60

Aug 10 1921 Recd of Guardian Four Dollars as costs
V. L. Greeley Pro

Aug 18-1921 Recd of Guardian One Dollar for Certificate
V. L. Greeley Pro

Sept 11 1924 Rec'd of atty J. A Boland Fifteen Dollars as costs
V. L. Greeley Pro.

Oct 8 1926 Rec'd from Guardian Eight Dollars as costs
V. L. Greeley Pro

Aug. 8, 1942, Paid Enterprise News $4.00 adv. costs by check No. 1206. P. D. S.

Record continued on page 555

Petition of Mrs. Anna Miller for appointment of a Guardian of Wm. A. Miller of the Boro. of Cambridge Springs, alleged to be a feeble minded person.
Entered July 5, 1921

Pro. Greeley	3.00
" " copy of decree & Undertaking	1.00
" " Certs.	1.00
" " 2 Copies decree (Pd 12/18/24)	2.00
" " no sale of R.E. - Continued	7.00
" " " 5/1/26	8.00
" " " 8/2/26	8.00
Pro. Slayton 8-16-37 Pd.	3.00
Pro. final Acct. 8/8/42. Pd.	6.50
Pro. discharge 10/16/42 Pd.	2.50

July 5, 1921 Petition presented in open Court and filed. M. P. 61.

Now, July 5, 1921, upon presentation of the foregoing petition, it is ordered and directed that a hearing be had in such matter at 11 o'clock A. M., on the 18th day of July, 1921, and that ten days notice of such hearing be given to the said William A. Miller, and also to other members of his family residing in this County. Per Curiam.

Decree: Now July 18, 1921, the above matter having been called for hearing in open Court at 11 o'clock A. M., and acceptance of service was filed, showing that all persons in interest had accepted notice of said hearing; witnesses were produced and examined, who testified that said Wm. A. Miller is a resident of Cambridge Springs, this County; that his physical and mental condition is such that he could not be brought into Court; that his mind is so weakened and impaired that he is unable to take care of his property and is liable to dissipate or lose the same. No evidence was offered in contradiction of said facts. Wherefore, the said Wm. A. Miller is now found and adjudged to be a weak minded person, and unable to take care of his property; and R. B. Turner of Cambridge Springs, this county, is hereby appointed guardian of his estate. Said Guardian to give bond in the sum of Ten Thousand Dollars, to be approved by this Court.

(See paper filed) (Signed) Thos. J. Prather, P. J.

July 27, 1921, Bond of R. B. Turner, Guardian, with Homer Turner and Wm. Mathews as surety, in the sum of $10,000.00, approved by Hon. Thos. J. Prather, P. J., and filed.

July 27, 1921, Certified copy of decree and approval of bond of guardian issued.

April 7, 1924. Petition of Guardian for leave to make private sale of a piece of land in "Trafford City", being Lots 113 & 115 in N. Huntingdon Tp. Westmoreland County, Pa., - presented in open Court and filed.

Order of Court: Now, to wit, April 7, 1924, upon petition in open Court of the foregoing petitioner and it appearing to the Court that the facts therein set forth are true and that it will be to the best interest and advantage of said ward and his estate that said real estate be sold at private sale as prayed for and that the price offered therefor is a better price than can be obtained at a public sale, now therefore, It is ordered, adjudged and decreed, That said petitioner, R. B. Turner, Guardian of the estate of said Wm. A. Miller, make sale of said property to the said Joseph Fobijanic and his wife Agnes Fobijanic, at and for the price or sum of Three Thousan

Arthur L. Bates

61

Petition of
The Star Company
for
Decree of Dissolution
Entered July 5, 1921

Pro. Greeley (pd by Atty Aug. 23/21) $ 5.00

July 5, 1921 Petition presented in open court and filed.

And now to wit, July 5, 1921, the foregoing petition having been presented and filed in open court, upon consideration thereof and on motion of Arthur L. Bates, Esq., Solicitor for the corporation petitioner, it is ordered and decreed that said corporation be heard on the first Monday of August, 1921, at 10 o'clock A.M., and that notice of such petition and application and of the hearing thereon be published in two newspapers published in the County of Crawford, being the county in which the operations of said company have been or are conducted, weekly in each paper, for the period of three weeks. Per Curiam.

Aug. 1, 1921. Proofs of publication filed.

Decree: And now, to wit, August 1, 1921, the said petition having been presented and read, and it appearing, from affidavits duly filed, that, according to the order of this court heretofore made, notice of said petition and application has been given by publication thereof in two newspapers published in the county in which the principal operations of said corporation petitioner are conducted, and also in two newspapers published in the county in which the principal office of said corporation is located; and it further appearing from the certificate of the Auditor General, State Treasurer and Attorney General, duly filed, that the petitioner has paid all taxes due by it to the Commonwealth of Pennsylvania, and the court being satisfied that the prayer of said petitioner may be granted without prejudice to the public welfare or the interests of the stockholders, it is ordered, adjudged and decreed, that the said corporation, the Star Company, be and the same is hereby dissolved, and that all and singular its franchises, privileges and powers, be and are hereby extinguished forever. Provided, that this decree shall not go into effect until a certified copy thereof be filed and recorded in the office of the Secretary of the Commonwealth.

Attest:
(Signed) V. L. Greeley, Prothonotary.

(Signed) Thos. J. Prather, P. J.
(See paper filed)

Aug. 5, 1921. 2 certified copies of decree issued.

Arthur L. Bates

62

Petition of Helen Patterson

for

Satisfaction of a mortgage given by Jacob Graff to Jane Gehr, recorded in Mortgage Book F, at page 290.

Entered July 5, 1921.

Pro. Greeley	$5.00
Shff. Snodgrass	3.75

Sept. 26, 1921, Received of Arthur L. Bates, Esq., Atty for Petitioner, $8.75, being Sheriff's and Pros. costs.

W. L. Greeley, Pro.

Oct 11-1921

Rec'd in cash from Pro Greeley Three & 75/00

Jas A Snodgrass Shff

July 5, 1921 Petition presented in open Court and filed.

And now, to wit, July 5, 1921 On presentation of the foregoing petition and on due consideration thereof, it is ordered and decreed that the Sheriff of Crawford County will serve a notice on Jacob Graff and upon any other holder or holders of the mortgage described in this petition, if any such can be found in this County, and if such person or persons are unknown and cannot be found, then he shall give public notice by advertising the facts set forth in this petition once a week for four successive weeks in the Tribune-Republican, a newspaper published in this county, commanding said parties to appear on the second Monday of September next at ten o'clock A. M. to answer this petition and show cause why satisfaction should not be entered on the record of the mortgage by the Recorder of Deeds of said county as prayed for in said petition.

Per Curiam.

Aug. 18, 1921, Sheriffs return to the order of court, with proof of publication of notice attached, filed.

Final Decree:- And now, Sept. 12, 1921, the Sheriff of Crawford County having returned that he was unable to find the said Jacob Graff, or his legal representatives, or the holder or holders of the within mentioned mortgage in his bailiwick, and that in obedience to the said order of court to the said sheriff, directed a notice of the facts set forth in the foregoing petition was advertised once a week for four successive weeks after the presentation of said petition in the Tribune Republican, a daily newspaper published in the City of Meadville, and County of Crawford, as appeared by schedule of said advertisements and affidavits of their publication annexed to the return of said Sheriff, James A. Snodgrass. And no person appearing to answer the said petition as aforesaid, and the court being satisfied of the truth of the allegations of the said petition, it is, on motion of Arthur L. Bates, Atty. for petitioner, ordered and decreed that the prayer of said petition be granted, and that satisfaction shall be entered by the Recorder of Deeds of Crawford County, on the record of the mortgage given by Jacob Graff to Jane Gehr, dated February 8, 1848, and recorded in the office of the Recorder of Deeds, in and for the County of Crawford, in Mortgage Book "F." page 290, on payment of the costs due relative to the entry of said satisfaction of said mortgage or any proceedings thereon, and upon presentation of a certified copy of the petition, and decree in said case to be filed by said Recorder of record. Which said satisfaction so entered and filing of said record shall forever thereafter defeat, release, and discharge said mortgage, and shall likewise bar all actions brought or to be brought thereon as fully and effectually to all intents and purposes as if the satisfaction had been entered by the legal holder or holders of the said mortgage.

(See paper filed)

Per Curiam.

b. V Johnson

63

Petition of the Meadville Metallic Vault Company for Decree of Dissolution Entered July 5, 1921

Pro. Greeley 8-3-21 # paid 5.00
Pro. Greeley on acct (Paid Dec 21) 4.00

July 5, 1921. Petition presented in open bourt and filed.

July 5, 1921. Statement of account filed.

Order of bourt: Now, to wit, July 5, 1921, the foregoing petition having been presented and filed in open bourt, upon consideration thereof and on motion of b. Victor Johnson, Esq, solicitor for the corporation petitioner, it is ordered and decreed that the said corporation be heard on the first Monday of August, 1921, at 10 o'clock A.M. on notice of such petition and application, and of the hearing thereon being published in two newspapers published in the County of Crawford, said notice to be published in The Tribune-Republican, Meadville, and the Scranton Times, publication to be made weekly in each paper for a period of three weeks. Per Curiam

Aug. 1, 1921, Certificates of Auditor General, State Treasurer and Attorney General filed.

Aug. 1, 1921, Statement of account filed July 5, 1921, approved. Per Cur.

Aug. 1, 1921, Proofs of publication of notice filed.

Decree. And now, to wit, August 1, 1921, the petition of the Meadville Metallic Vault Company for a decree of dissolution of said corporation and the approval of the accounts of F.S. Prenatt, President and E.J. Prenatt, Secretary-Treasurer, respectively of said corporation, having been duly presented and approved, and that notice of such application has been given of publication according to law, and it appearing by the proper certificates of the Auditor General, State Treasurer and Attorney General, that all taxes due the Commonwealth of Pennsylvania have been paid; and it further appearing that the prayer of the said petition may be granted without prejudice to the public welfare or the interests of the incorporators, it is on motion of b. Victor Johnson, Esq., for petitioners, ordered and decreed, that the accounts of the proper officers, to wit, the President and Secretary-Treasurer of the said corporation, filed with the petition aforesaid, be and the same are approved and confirmed, and that the said corporation be, and the same is hereby dissolved, and all and singular its powers, franchises and privileges, be and the same are hereby extinguished and determined. Provided that this decree shall not go into effect until a certified copy thereof be filed and recorded in the office of the Secretary of the Commonwealth.

Per Curiam.

(Signed) Thomas J. Brather, President Judge.

(See paper filed)

Aug. 1, 1921, Two certified copies of decree issued.

Dec. 5, 1921, Appointment of Fred S. Prenatt as liquidating trustee & Statement of E.J. Prenatt, Treasurer, - distribution and receipts, - filed.

O. Clare Kent

64

Feb 16 1929 Rec'd from Guardian Eight and 50/100 dollars as costs
V. L. Greeley Pro

↙ Petition of R. L. Jackson A. R. Schoover and M. G. Beatty, Directors of the Poor and of the House of Employment for Crawford County for appointment of a Guardian for Nellie Austin, aged 76 years, of the City of Meadville
Entered July 5, 1921

Pro. Greeley (Fees to Jan 13/21)	$4.00
Pro Gonacator ado	6.00
" " discharge	2.50

July 5, 1921, Petition presented in open court and filed. Ap. 102

Now, July 5, 1921, upon presentation of the above and foregoing petition in open court, and after due consideration thereof, it is hereby ordered and decreed that a hearing be had thereon on the 18th day of July, 1921, at 10 o'clock A.M., and that 10 days written notice thereof be given to Nellie Austin personally. Per curiam

July 18, 1921. Proof of service of notice of hearing upon respondent - Nellie Austin, filed

Decree: Now, July 18, 1921, upon hearing the petition and evidence in this case in open court, and upon consideration of the proofs offered in support of the said allegations contained in the said petition the Court finds that Nellie Austin has become and now is a person of weak mind, and is in danger of wasting and dissipating her estate, and in need of a guardian. And it appearing to the court that personal service of notice was made upon the said Nellie Austin, respondent, and that the said respondent, by reason of ill health and weakened physical condition, is unable to be present in court at the said hearing, it is hereby ordered, adjudged and decreed That the said Nellie Austin has become and is a person of weak mind, unable to care for herself and her estate, and is in need of a guardian; wherefore, on motion of O. Clare Kent, pro petitioner, the court appoints Crawford County Trust Co., of this county, to be guardian as prayed for.
(See paper filed.) Per Curiam.

Feb. 16, 1929, First and final account of Crawford County Trust Co. Guardian of Nellie Austin filed and notice issued for publication in Tribune-Republican that said account will be confirmed finally on 2d Monday of March, 1929, at 10 o'clock A.M., unless exceptions thereto be filed in the meantime.

Sur petition of Guardian for discharge:

And now, May 6, 1921, upon presentation and consideration of the within petition it appearing to the court that the final account of said guardian has been finally confirmed; that the balance due to said estate has been paid to the duly appointed administrator of the same; it is hereby ordered and decreed that the said Crawford County Trust Company of Meadville, Pa., be released and discharged from all liability and responsibility as Guardian aforesaid and that an exoneretur be marked upon its bond. Per Curiam.
(See petition filed.)

W. O. Morrow

65

J. J. Fielding, now use of J. B. Reed
vs.
Karl W. VanTassel, Administrator of Ann Rice, alias Ann W. Rice, deceased.
Entered July 6, 1921

Geo. Greeley (paid July 8, 1921)	#	2.25
Atty		3.00
Plff. on orig'l		2.25

Of No. 318 May Term, 1914
Amicable Sci. Fa. sur Judgment.
It is agreed That an amicable action to revive the above stated judgment be entered with the same effect as if a writ of Scire Facias had been regularly issued therein and duly returned served personally on the defendant, and the defendant hereby confesses judgment of revival herein in favor of the plaintiff against the defendant for the sum of Thirty-five Dollars, thirty cents and such collection fees as may be provided in the original, with costs of suit, release of errors, and with all the waivers and conditions contained in instrument on which original judgment was entered, with interest from June 30, 1921.

Debt # 35.38
Int. from June 30, 1921.
Judgment
V. L. Greeley, Prothy.

R. p. 109; V. p. 39.

Fi. Fa. to No. 41 Sept. Term, 1921.

J. Berry Eckels
66

John O. & Walter J. McClintock for Garnishee.

Nov. 14, 1924 Recd of Plffs atty $5.95, being Shff's & Pros costs.
V. L. Greeley, Pro.

Feby 18-22
Recd of Pro Greeley Three dollars Forty cts in my costs
Jas A. Snodgrass

J. B. Everroad
vs
Adams Express Company, a corporation, defendant, and American Railway Express Company, Garnishee.

Issued July 7, 1921.

	#
Jas Spirk (paid)	2.50
Shff Snodgrass,	3.20
Pro. Greeley	2.75
Atty	3.00

Of No. 40 Sept. Term, 1918
Attachment Execution
Returnable to next term.

To attach and levy upon any and all moneys estate and effects of the deft. in the hands or possession of the American Railway Express Company a corporation, and especially all shares of the capital stock of the said American Railway Express Company, standing in the name of said Adams Express Company upon the books of said American Railway Express Company; and summon it as garnishee.

Writ returned: July 7, 1921, Did as herein commanded, by going to the American Railway Express Company office in the City of Meadville, Pa., and then and there declaring in the presence of Howard Dowdell and B. W. Stillman, credible witnesses of the neighborhood, that I so attached, goods, chattels, rights and credits, and moneys of the defendant, Adams Express Co., and at same time served this writ by handing a true and attested copy to H. B. Ayers, Manager in charge, and at same time summoned him to appear as herein commanded. As to Adams Express Company I make return of Nihil habet. So answers, James A. Snodgrass, Sheriff.

July 25, 1921, John O. McClintock, Esqr. and Walter J. McClintock Esqr., appear for American Railway Express Co., Garnishee. (See paper filed)

Sept. 16, 1921. Interrogatories to garnishee filed, and Plff. by Atty. enters rule on Garnishee to answer same within ten days.

Same day, Plffs. Atty makes affidavit of service of copy of rule & interrogatories on Defts. Attorney. (See paper filed.)

And now, Sept. 26, 1921, On motion in Open Court, and on cause shown, the time for filing answers of garnishee to interrogaries is extended for fifteen days from this date. Per Curiam. (See paper filed)

Oct. 11, 1921, Answers of Garnishee to interrogatories filed.

Oct. 14, 1921, Supplemental interrogatories to garnishee filed, and service accepted by garnishees attorneys.

Roberts & Wasson

69

J. E. Bossard, for
defendant Herman Echnoz.
July 19th 1921.

J. B. Vincent, Assignee
of David L. Jeffery
and Charlotte G. Jeffery
vs
Huntley J. Mitchell,
Mortgagor, and
Herman Echnoz,
real owner.
Issued July 8, 1921.

Tax & writ (Plff. paid)	2.25
Rec. Miller	.50
Shff. Snodgrass	5.80
Shff. Snodgrass on alias	1.60
Pro. Greeley	4.75
Atty	3.00

Scire Facias sur Mortgage recorded in Mortgage Book No. 76, page 203; Returnable the first Monday of August next.

July 8, 1921. Affidavit as to title to land filed.

July 30, 1921. Affidavit of defence filed

Writ returned: July 2, 1921. Served the within writ by handing a true and attested copy thereof to Herman Echnoz and by informing him of the contents. As to Huntley J. Mitchell, mortgagor, I make return of Nihil habet, August 1st. So answers James A. Snodgrass, Sheriff.

Aug. 3, 1921. Alias Sci. Fa. sur Mortgage as to Huntley J. Mitchell issued, returnable to first Monday of Sept. next.

Alias writ retd: Sept. 5, 1921, Nihil habet as to the within named defendant, Huntley J. Mitchell. So answers, James A. Snodgrass, Sheriff.

On Trial List for 1st & 2d Mondays of Oct. 1921, No. 7. Contd. by Consent.

And now, Oct. 3, 1921, Leave granted deft. Herman Echenoz to withdraw his affidavit of defense. Per Curiam. (See paper filed)

And now, October 3, 1921. On motion in open Court, judgment granted for want of an affidavit of defense, to be liquidated by the Prothonotary. Per Curiam. (See paper filed)

Same day, Judgment liquidated at the sum of One thousand six hundred four and 63/100 Dollars; with costs of suit. (See paper filed)

Debt $1604.63
Int. from Oct. 3, 1921.

M. page 188 ; E. page 49.

Judgment
V. L. Greeley, Prothy.

Lev. Fac. to No. 48 Nov. Term, 1921.

SEPTEMBER TERM, 1921

W. J. Sirdevan
Woodcock & Agnew
vs
O. Clare Kent

George J. Donovan
vs
School District of
Oil Creek Township
Crawford County, Pa.
Issued July 13, 1921

		#
Jas. & writ (atty fid)	2.00	
Shff. Snodgrass	7.80	
Pro. Greeley	5.75	
Jury fee	4.00	
Atty	3.00	
Defts. Bill of Costs	90.78	
Plffs Bill of Costs	53.40	

Summons in Assumpsit
Returnable to next term

Writ returned. July 18, 1921, Served the within writ on the within named School District of Oil Creek Township, by handing a true and attested copy thereof to Ernest G. Mallory, Secretary of the above named School District, at his dwelling house in Oil Creek Township.
So answers James A. Snodgrass, Shff

Aug. 9, 1921. O. Clare Kent, Esq. appears for defendant. (See paper filed)

Aug. 25, 1921. Statement of Claim filed and service accepted by Defts. attorney.

Sept 7, 1921 Affidavit of defense filed; service accepted Sept. 8, 1921, by Defts. Atty.

On Trial List for 1st Monday of Jan. 1922, No. 15.

And now, January 5, 1922, Jury called and sworn as follows: 1. Brad Austin, 2. O. J. Brooks, 3. Louis Leib, 4. H. R. Gibson, 5. Frank Blair, 6. J. Ed Cotton, 7. A. F. Gehr, 8. Harry Gilbert, 9. Arthur Johnson, 10. Newton Leonhart, 11. Earl Garwood, 12. C. C. Strayer: Twelve good and lawful men, who upon their solemn oaths which they have taken, say, Jan. 6, 1922, they find for the plaintiff in the sum of Two hundred nine and 20/100 Dollars, Corp p. 32

Debt # 209.20
Int. from Jan 6, 1922
Judgment on Verdict Jan. 13, 1922
V. L. Greeley, Prothy.

Corp p. 32.

Jan 13 1922 Rec'd of Peff by atty four dollars jury fee
V. L. Greeley Pro

Jan. 31, 1922. Rec'd from Plffs. atty $13.75, being Shff. & Pro. costs & sat.
V. L. Greeley, Pro.

Feb 3-22
Rec'd of Pro Greeley in costs seven dollars
Jas A. Snodgrass Ex Shff

January 31/22 Rec'd of O. Clare Kent, Atty for ~~Defft~~ order for $285.15 in full for 14 venire $2 Shff Snodgrass $7.80 Pro Greeley $5.75 Jury fee $4, Atty $3 Plffs Bill of costs $53.40 and direct - same satisfied of record
Thomas & Thomas, by T. J. Thomas,
Attys for Plffs.

69

Mina B. Schmidbearles, use of Otto Kohler, now use of W. J. Smith,
vs.
Mrs. Katherine Bell and W. B Bell
Entered July 13, 1921.
Pro. Greeley (pd by Pft) 2.25

Of No. 289 May Term, 1916.
Amicable Scire Facias sur Judgment.
It is agreed That the Prothonotary of said Court enter an amicable Scire Facias upon the above judgment with the same effect as if a Scire Facias to revive the same had been regularly issued served personally on the defendant by the Sheriff of said County, and duly so returned; and that a judgment be entered thereon in favor of plaintiff and against the defendants, with all the waivers and conditions contained in the original judgment note, for the sum of Thirteen hundred Dollars and twenty-five cents, being the amount of debt, interest to July 25, 1921, and costs now due on the original judgment.

Debt # 1300.25
Int. from July 25, 1921.
Judgment
V. L. Greeley, Pro

Be. pp. 102 + 167.

Nov. 3, 1923. Release of lien of above judgment from two pieces of land in E. Fairfield Tp. filed. Said pieces contain 9.2 & 21 acres respectively and fully described in deed from Wm B Bell and wife to Maed A. Bell and wife recorded in Deed Book 235 page 223.

A. M Sci no 46 Sept Term 1926

Leland J. Culbertson 70	Mary E. Eaton, now ✓Mary Eaton Morse vs ✓F. J. Cook and ✓Pearl Cook Issued July 14, 1921. Jno. Greeley (Atty/pd) $2.00 Shff. Snodgrass $1.60	Of No. 386 May Term, 1912 Scire Facias to revive and continue the lien of the above judgment, Returnable to next term. Writ returned:- Sept. 12, 1921. As to the within named defendants, F. J. Cook and Pearl Cook, after diligent search and inquiry, I make return of "Nihil habent" So answers James A. Snodgrass, Sh.

Roberts & Wasson 71	Petition of Frank B. Smock for appointment of a Guardian of Joseph Smock, aged 80 years, of Greenwood Township. Entered July 14, 1921. # Pro. Greeley (paid by Attny July 26/1921) 3.00	July 14, 1921 Petition presented to Hon. Thos. J. Prather, P. J. & filed Sm. p. 28 And now, July 14, 1921, upon consideration of the within petition, a hearing is fixed for the 1st day of August, 1921, at 11 o'clock A. M. Ten days' notice thereof to be given to all the children named in the petition. (Signed) Thos. J. Prather, P. J.

SEPTEMBER TERM, 1921

J. A. Northam
72

Clyde S. Miller
vs.
Leda B. Miller
Issued July 18, 1921

Tax + writ (pd by Atty)	2.00
Shff McK (pd by atty)	3.90
W. J. McClintock, master, (Grand) 8-14-21 paid	25.00
Pro. Speeley, 8-14-21 paid	7.35
Atty	3.00

Subpoena in Divorce.

And now, July 18, 1921, subpoena awarded, Returnable first Monday of September, 1921.

(Signed) Thos. J. Prather, P.J.

Subpoena returned: Served the within subpoena in divorce upon the respondent, Leda B. Miller, personally, in Cranberry Tp, Venango County, Pa., on the 22d day of July, 1921, by making known to her the contents thereof, and by handing her a true and attested copy of same. So answers D.W. McNaughton, Shff.

And now, Sept. 6, 1921, W. J. McClintock, Esq., is appointed Master in this case.

By Hon. Thos. J. Prather, P.J.

(See paper filed) Commission issued.

Sept. 14, 1921. Testimony and report of Master filed.

On Argt. List for Sept. Term, 1921, No. 22.

Decree:- And now, to wit, September 27, A. D. 1921, this cause come on to be heard on libel, subpoena, and subsequent proceedings and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the court ordered, adjudged, and decreed,

That the said Clyde S. Miller be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him, the said Clyde S. Miller, the libellant, and the said Leda B. Miller, the respondent; and that thereupon all and every the duties, rights and claims accruing to either the said libellant, or the said respondent, at any time hereto for in pursuance of said marriage, shall cease and determine;

And the said libellant and said respondent shall severally be at liberty to marry again in like manner as if they had never been married. (See paper filed)

Per Curiam.

Sept. 27, 1921, After due consideration a divorce is decreed as prayed.

Per Curiam.

Donald L Thompson

73

John O McClintock
Grace Jane Clintock
7-29-21

Aug 8 Rec'd of Atty Thompson three dollars thirty cents 3.30 my costs Jas A Snodgrass Sheriff

Jacob K Simon and David S Simon, trading under the firm name of J. K. Simon & Bro.

vs.

Bassins L. Smith, trading as Smith Brothers

Issued July 18, 1921

#

Tax & writ (paid) 2.00
Shff. Snodgrass, (pd) 3.30
Bro Greeley,

Summons in Assumpsit, Returnable to first Monday of August next.

July 18, 1921. Statement of claim filed

July 29, 1921. Affidavit of defence filed, and service of same accepted by Plff's atty.

Writ returned: July 19, 1921, Served the within summons together with plaintiffs statement of claim (certified copy) on the within named Bassins L. Smith, by handing a true and attested copy together with a certified copy of plaintiffs statement of claim to Mrs. Smith at their office in the City of Meadville.

So answers James A. Snodgrass, Shff.

On Trial List for 2d Monday of Jan. 1923, No. 5

Jan. 2, 1923 Continued on application of plaintiff Per Curr.

On Trial List for 1st Mondays of Mar. 1923 No 23.

Feb. 26, 1923. Continued on application of plaintiffs.

On Trial List for 4th Monday of Oct. 1923, No. 20. "Off the list"

74

Vinnie L. Dickson
vs.
Geo. D. Seaman
Entered July 19, 1921.
Pro. Greeley (paid by Pf) 2.25

Of No. 300 May Term, 1916.
Amicable Scire Facias sur Judgment.
It is agreed That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said county, and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Three Hundred ($300) Dollars, being the amount of debt, interest and costs now due on the original judgment.
Dated, July 19, 1921.
Debt $ 300.00
Int. from July 16, 1921.
Judgment.
W. L. Greeley, Prothy.

See page 116.

Rec'd Feby 5, 1923 Satisfaction in full of the above Judgment and hereby authorize the Prothy to Mark the same satisfied of record
Vinnie L. Dickson

Otto Kohler
75
Walter J. McClintock

S. D. Levy Company
vs
Cash Smith
Entered, July 20, 1920

Tax + Sps. Greeley (paid by Plff) 2.00
Sps Greeley 5-22-24 paid 10.00
atty 3.00
dis 5-22-24 pa .50

Summons in Assumpsit; Returnable to first Monday of August next.
And now, July 20, 1921, Walter J. McClintock, Esq., appears for defendant, and waives the issuance of summons in this case and service thereof.
(See praecipe)
July 28, 1921, Statement of Claim filed, and service accepted by Defts. Atty.
Aug. 24, 1921, Affidavit of defense filed and service accepted by Plffs. Atty.
Now, Sept. 13, 1921, Plff. by atty. enters a rule on Defts. to show cause why judgment should not be entered against him for want of a sufficient affidavit of defense. (See Rule Doc. 12, p. 554)
On Arg. List for Sept. Term, 1921, No. 5
Sept. 29, 1921, Argued by Att.
Now, Nov. 7, 1921, rule discharged.
(See opinion filed) Per Curiam.
On Trial List for 1st Monday of March, 1922, No. 21.
March 6, 1922, Continued by Consent.
On Fall Trial List, 1922, No. 25.
Dec. 13, 1922, Continued by consent.
On Trial List for 2d Monday of Jan. 1923, No. 21.
Jan. 17, 1923, Continued; Remanet. Per Curiam.
On Trial List for 1st and 4th Mondays of March, 1923. No. 6.
March 6, 1923. " Pleadings amended, and continued.
On Trial List for 4th Monday of Oct. 1923, No. 4. Oct. 1923, Continued.
On Trial List for 1st Monday of Jan. 1924, No. 19.
Jan. 7, 1924 Continued by Consent.
Now, May 22, 1924, this case settled.
Otto Kohler Atty

B B Pickett

76

Aug 3 1921 Recd of Plff by atty Seven and 60/100 being Shff & balance of Proctrs costs
V. L. Greeley Pro

Aug 3-1921 Recd of B B Greeley Six dollars and sixty Cents 6.60
James A Snodgrass Shff

William L Blair and A.B. Radford, doing business as a partnership under the name of Blair-Radford Motor Company,
vs.
Don Hawthorne
Issued July 21, 1921

	#
Jas, writ (paid)	3.00
Sheriff Snodgrass	6.60
Atty Docket fee	3.00
Pro Ky Surety	1.00

Replevin for an automobile of the make commonly known as the Dodge Brothers Touring Car and numbered 400708, and valued at $800.00, Returnable sec. leg. – to next term.

July 21, 1921 Affidavit as to value of property filed.

July 21, 1921 Bond of Plaintiff, with Peter J. Miller as surety, in the penal sum of $1600.00, approved and filed.

Writ returned: Served the within writ, July 21, 1921, at 7 o'clock P.M., by taking possession of the goods and chattels, to wit, the automobile described therein, and by handing a true and attested copy of this writ to the defendant therein named, Don Hawthorne, personally, in whose possession said automobile was found; and I retained possession of said automobile for more than seventy-two hours thereafter exclusive of Sunday, during which time the defendant not having filed a counter bond, I thereafter delivered said automobile to the plaintiff in this writ.

So answers James A. Snodgrass, Sheriff.

O. Blare Kent
77

Aug. 6, 1921 Received
My Costs this case
O. Clare Kent

R. C. Wallace
vs
Harry (H.B.) Morrow, and
Mrs. Carrie Wilson (Wilson),
Mrs. Lizzie (Elizabeth)
Little, Mrs. Lola Dennis,
Mrs. Mary Kent, Mrs.
Georgia Wallace and
Harry (H.B.) Morrow,
heirs at law of Mary E.
Morrow, deceased
Entered, July 21, 1921.

Pro. Greeley 8-8-21 # paid 2.25
Atty 3.00

No. 264 May Term, 1916
Amicable Scire Facias sur Judgment

It is agreed That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally, on the defendants by the Sheriff of said county, and duly so returned; and that a judgment be entered thereon in favor of the plaintiff, and against the defendants, with all the waivers and conditions contained in the original judgment note, for the sum of Four hundred sixty-six and 83/100 Dollars, being the amount of debt, interest and costs now due on the original judgment.

Dated July 11, 1921.

Debt # 466.83
Int. from July 1, 1921
Judgment
V. L. Greeley, Prothy

M. pp. 197, 197, 230; W. pp. 235, 235; L. p. 138; D. p. 170; K. p. 123.

Oct. 12" 1921 Received satisfaction in full of this judgment, debt, interest and costs and the Prothonotary is hereby authorized and directed to mark the same satisfied of record.

R. C. Wallace.

SEPTEMBER TERM, 1921

O. Clare Kent (See Statement of claim) 78	R. V. Payne and R. L. Payne vs, Elmer Wheeler 2nd and Baptolia Wheeler. Entered July 25, 1921.	Appeal by Defts. from Judgment of E. E. Ward, Esq., Justice of the Peace. Feb. 8, 1922. Plaintiffs statement of claim filed. Feb. 24, 1922 Affidavit of defense filed. On Trial List for 4th Monday of Oct. 1923, No. 13. Oct. 22, 1923. Continued by consent of counsel. On Trial List for 1st Monday of Jan. 1924, No. 11. And now, Jan. 11, 1924, Jury selected and Sworn and trial begun. Jan. 11, 1924. Plaintiff amends by striking out the name of Baptolia Wheeler, whereupon juror withdrawn and cause continued. On Trial List for 1st Mon. of March 1924 No. 15. March 3, 1924. Continued by consent
	Jay Fenton (pd by A. L. Thomas Esq) 1.50 Costs on Trans. 29.02 Pro. Speeley 2.75 Pro. use of Pltf.	

79 McClintock & McClintock Union City Pa.	Dr. G. E. Bennett vs. Archie Burgess Entered July 26, 1921 Jay Henry ($1.75 paid) 1.50 Costs on Trans. 6.95	Appeal by Deft. from judgment of John D. Thomson, J. P. July 30, 1921, Messrs McClintock & McClintock, Union City, Pa., appear for Dept. (See papers filed)

Leland J. Culbertson
80

Selden Brooks
vs.
Floyd D. Hicks
Entered July 27, 1921.

Jay & Bro. S. Cd by Plff 3.00
Atty 3.00

Amicable Action of Ejectment for a certain room at No. 381 North Street in the Second Ward, City of Meadville.

July 27, 1921. Amicable action, confession of judgment and copy of lease, and affidavit filed.

And now, July 27, 1921, By virtue of the warrant of attorney contained in the lease filed in this case, Leland J. Culbertson appears for defendant, and confesses judgment against him in favor of plaintiff, for the demised premises therein mentioned and described, to wit:

All that certain room in the rear of the cement block building at No. 381 North Street, Meadville, Penna., known as the machine shop and repair room of the garage located at the above address together with right to use at all times, the machinery, tools, presses, etc. being said premises occupied by defendant under said plaintiff, as a tenant pursuant to said lease; upon which judgment a writ of Habera Facias Possessionem may be issued immediately, with clause of Fi. Fa. for cost of rent due, costs of suit, 5 per cent. Atty's commission, etc., waiving exemption, inquisition and stay of execution.

Fi. fp. 162.

Judgment
W. S. Speeley, Prothy.

Hab. Fac. Poss. with clause of Fi. Fa. to No. 51 Sept. Term, 1921.
Aug. 10, 1921. This judgment satisfied (See Execution)

Albert L. Thomas
Thomas & Thomas.

$1
C. Victor Johnson
Oct-6-1921

Oct. 6, 1921, Received from Plffs. Atty, $1.50, being Fra. Greeley & Sheriff Snodgrass $6.00.
V.L. Greeley, Fra

Oct 11-1921
Rec'd of Fra Greely my costs
Fifty Dollars
Jas A. Snodgrass Shff

Grant Youngblood &
Ina Youngblood
vs
Howard H. Dygert
Issued July 29, 1921

Tax & entry fee paid by atty	2.00
Shff. Snodgrass,	6.00
Fra. Greeley	1.50
Atty	3.00

Summons in Assumpsit,
Returnable to next term.
July 27, 1921 Affidavit that plaintiffs claim exceeds $300.00, filed.
Writ retd: Aug. 1, 1921, served the within summons on Howard H. Dygert, by handing him personally a true and attested copy thereof, also by informing him of the contents. So answered,
James A. Snodgrass, Sheriff.
Sept. 17, 1921, Plaintiffs statement of claim filed, with affidavit of service on C. Victor Johnson, Esq., as attorney for Deft.

On Trial List for 1st & 2d Mondays of Oct. 1921, No. 17.
Continued by consent.
Now, Oct. 6. 1921 this case is settled of record
Albert L. Thomas
Atty for Plff

SEPTEMBER TERM, 1921

Roberts & Wasson
82

Thomas & Thomas
Pro Garnishee
8-2-21 V.L.G.

Sept 8 1921 Rec'd of Peff by atty Three and 50/100 Dollars
Shff & Pros costs
V. L. Greeley, Pro

Sept 8 1921 Rec'd of Pro Sixty three Dollars my costs
Jas A Snodgrass Sheriff

J. A. Moses
vs.
J. L. Ruffner, Deft. &
J. J. Farnicorn,
Garnishee.
Issued July 28, 1921.
8-1-21

Tax Hgs. S. paid.	2.50
Shff. Snodgrass,	3.00
Pro G	.50

Of No. 199 February Term, 1920
Attachment Execution
Returnable to next term.

To attach all and singular the goods and chattels, rights and credits, moneys and property of the defendant, in whose hands soever they may be and particularly in the hands of J. J. Farnicorn, and to summon him as garnishee

Writ returned:- To the Honorable Thomas J. Prather, I did as herein commanded, by going to the Crawford County Trust Company, and attached the goods, chattels, rights and credits of the within named defendant, and at the same time served this writ by handing personally to J. J. Farnicorn, Garnishee, a true and attested copy and summoned him to appear as herein command on the 28 day of July A. D. 1921. Sept. 12, 1921 As to J. L. Ruffner, I make return of "Nahil habent". So answere, James A. Snodgrass, Sheriff.

83 J. M. McGill	M. M. Lockwood vs. Annette B. Barr Entered July 28, 1921 Tax entry (ind by Dist. Atty July 29/21) 1.50 Costs on Trans (ind by Sheff) 4.90	Appeal by Defft. from Judgment of Robt. A. Kerr, Justice of the Peace.

SEPTEMBER TERM, 1921

Otto Kohler

84

✓ Electric Appliance Co.

vs.

✓ Jaybook Electric Co. Inc.

Entered July 29, 1921.

Jay & Pro. Ts. (paid by atty) 2.75
Atty 3.00

Amicable Action of Assumpsit

And now, May 7, 1921, comes Jay book, President of the Jay book Electric Company, defendant above named appears for said defendant, waives the issuing and service of summons, with the same effect as if the same had been regularly issued and served personally by the Sheriff of the County of Crawford and duly returned thereupon; and confesses judgment against said defendant, and in favor of Electric Appliance Co., plaintiff above stated, in the sum of $381.89, with interest from this date and costs of suit; subject, however, to stay of execution for sixty days from this date. (See paper filed, July 29, 1921) $

Debt 381.89

Int from May 7, 1921

Judgment

W. L. Greeley, Pro

Bor's page 134.

Fi. Fa. to No. 84 Sept. Term, 1921.

E. W. McArthur
85

J. F. Culver
vs.
George Turner and
William Turner.
Issued Aug. 1, 1921

	#
Tax + writ (pd by Atty)	2.00
Shff Snodgrass (paid)	7.30

Summons in Assumpsit, Returnable to first Monday of Sept. next.
Aug. 1, 1921, Statement of claim filed.
Writ Rcvd: Aug. 8, 1921, served the within writ on the within named George Turner and William Turner, by handing a true and attested copy together with plaintiffs statement of claim to an adult member of each of their families at their residences. So answers,
James A. Snodgrass, Sheriff

86
Thomas & Thomas

Earl Attenburg
vs.
Shreve Chair & Lumber Company, a corporation
Issued Aug. 1, 1921

		#
Tax & writ (Dept. pd)	2.00	
Shff. Snodgrass	---	
Costs on Trans.	18.06	
Pro. Greeley (pd Nov. 10/21)	5.75	
Comr. Chapin (paid by Dft.)	5.00	
~~Atty~~	~~3.00~~	

Certiorari to Peter B. Tarr, J.P. etc
Returnable to First Monday of Sept. next.

Aug. 1, 1921. Affidavit of E.A. Shreve and recognizance of Dept. and E.A. Shreve in the sum of $50.00, taken and filed.

Aug. 1, 1921, Affidavit of Dept, praying for a certiorari filed.

And now, Aug. 1, 1921, upon consideration of the foregoing, it is ordered that a certiorari issue to Peter B. Tarr in the above stated case, returnable to first Monday of Sept. 1921, directing him to certify the whole of the proceedings had before him in said case to the Court of Common Pleas of Crawford County. It is further ordered that said certiorari shall be and is hereby ordered and directed to be a supersedeas in said case, and that all proceedings, including the execution now pending therein, shall be stayed accordingly.

(Signed) Thos. J. Grather, P.J.

Aug. 6, 1921. Certiorari returned with transcript of proceedings and process annexed.

Aug. 8, 1921 Exceptions by Dept. filed.

And now, Sept. 6, 1921, Miss. Florence Chapin is appointed Commissioner to take testimony in this case. (See paper filed) Com. issued. By Thos. J. Grather, P.J.

On Argument List for Sept. Term, 1921, No. 4. Argued Ex parte.

Sept. 23, 1921, Deposition of E.A. Shreve, taken by Miss. Florence Chapin, Commissioner, filed.

Nov. 7, 1921, the defendants exception overruled, and writ of certiorari dismissed, and the judgment of the Justice affirmed. (See opinion of Court filed)

Per Curiam.

Nov 10, 1921, rec'd of Shreve Chair # 86 81
in full of the debt, Costs on Transcript - Pro Sand and Atty. and direct the same satisfied.

Earl Attenburg by
F.S. Attenburg

J. E. Bossard
87

Feb. 16, 1922 — Recd of J. E. Bossard, Atty check for $22.05 being Sheriffs costs, Prothonotary costs and docket fee in this case.
V. L. Greeley Pro.

Feb 16th 1922 — Recd of V. L. Greeley-Bro. three $3.00 dollars being the docket fee in this case.
J. E. Bossard, Atty

Feby 13-22 Recd of Greeley Mic Dollars Seventy Cents in full
Jas A. Snodgrass

William F. Hausstein
vs
Agnes M. Hausstein
Issued Aug. 1, 1921

	#	
Tax + writ (Atty-pd)		2.00
Shff. Snodgrass		1.60
Shff. Snodgrass on alias		1.60
Shff. Snodgrass on prec.		6.50
A. L. Knapp, Master, (Paid)		25.00
Pro. Greeley		9.35
Atty		3.00

Subpoena in Divorce
And now, Aug. 1, 1921, subpoena awarded, Returnable the first Monday of Sept. 1921 (Signed) Thos. J. Prather, P.J.

Subpoena returned: Sept. 5, 1921, The within named Agnes M. Hausstein was not found in my bailiwick. So answers
James A. Snodgrass, Sheriff.

Sept. 9, 1921, Alias subpoena in divorce issued, returnable to first Monday of Nov. next.

Alias subpoena retd: Nov. 7, 1921, The within named respondent Agnes M. Hausstein was not found in my bailiwick.
So answers James A. Snodgrass, Shff.

Dec. 1, 1921 Order issued for proclamation, returnable to first Monday of Jan. next.

And now, Jan. 2, 1922, I have made proclamation in the above entitled case according to law, and caused the same to be published in The Tribune Republican, a newspaper printed within my bailiwick for four weeks successively prior to return day thereof, as per copy of said proclamation, and proof of publication hereto attached.
So answers, James A. Snodgrass, Sheriff.

And now, Jan. 6, 1922, Arthur L. Knapp, Esq., is hereby appointed Master in above stated case, as prayed for. (See paper filed) Com. issued.
By Hon. Thos. J. Prather, P.J.

Jan. 28, 1922, Testimony and report of Master filed
On Argument List for Feb. Term, 1922, No. 19.

March 20, 1922, After due consideration, a divorce is decreed as prayed. Per Curiam.

Decree:— And now, to-wit; March 20, A. D. 1922, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed;

That the said William F. Hausstein be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him the said William F. Hausstein, the libellant, and Agnes M. Hausstein the resp. respondent; and that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent, at any time heretofore in pursuance of said marriage, shall cease and determine.

And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married.
(See paper filed)
Per Curiam.

John O. McClintock &
Walter J. McClintock

88

Petition of Charles L. Shaw and Margaret W. Shaw for the adoption of Charles G. Hannah and Margaret F. Hannah minor children of J. Glenn Hannah and Harriet B. Hannah, late of Woodcock Township, Crawford County, Pa, deceased.
Entered Aug. 1, 1921.

Pro. Greeley (paid Feb. 11, 1922) 6.00

Aug. 1, 1921, Petition presented in open court and filed.

And now, Aug. 1, 1921, the within petition having been presented and read in open court, and notice being given that objection will be made to the granting of the same, the court sets Wednesday Sept. 7, 1921, at 10 o'clock A.M., for further hearing of the petition and any objections thereto.

Per Curiam.

Nov. 30, 1921 Protest of James R. Hannah to adoption, and demurrer to petition, filed in open court. Legal argument set for Dec. 8, 1921, at 10. A.M. Per Curiam.

Jany 2, 1922. Answer of Petitioners for adoption to protest of James R. Hannah against and motion to dismiss petition for adoption, filed.

Now, January 2, 1922, protest and demurrer overruled and rule to dismiss petition is discharged. Per Curiam. (See opinion filed)

And now, Jan. 5, 1922, On motion in open court it is ordered that the time for hearing in this case, be and the same is fixed for the 8th day of Feby, 1922, at 10 o'clock A.M.

(See paper filed) On Arg. List for Nov. Term, 1921. No. 32. Per Curiam.

Feby 8, 1922. After hearing testimony and arguments of counsel, petition for adoption of Charles G. Hannah is refused, and petition for adoption of Margaret F. Hannah is allowed. Attorneys for petitioner to prepare decree for adoption of Margaret F. Hannah. Per Curiam.

Feby 9, 1922 Motion for decree filed & granted.

Decree for Adoption of Margaret F. Hannah.

And now, Feb. 9, 1922, This cause having been heard before the Court, on petition, answer, testimony and arguments of counsel for the petitioners, and remonstrants, respectively, and after due consideration thereof, the Court finds that the welfare of the child Margaret F. Hannah, a minor child of J. Glenn Hannah, and Harriet B. Hannah deceased, will be promoted by her adoption by the petitioners, Charles L. Shaw, and Margaret W. Shaw, his wife, and therefore it is ordered that the prayer of the petitioners be and the same is hereby granted; as to the said child, Margaret F. Hannah, and upon motion of John O. McClintock and Walter J. McClintock, Esquires, attorneys for the petitioners it is ordered, adjudged and decreed, that the said Margaret F. Hannah shall assume the name of Margaret F. Shaw, and shall be hereafter called and known by the name of Margaret F. Shaw, and that the said child shall henceforth have all the rights of a child and heir of Charles W. Shaw, and Margaret W. Shaw, his wife, equally with any other child or children which they may have, and shall be subject to the duties of such child or children, in accordance with the Acts of Assembly in such cases made and provided.

(See paper filed)

Per Curiam.
Thos. J. Prather, J.

J. A. Bolard

89

Oct 4-1921
Recd of Atty J A Bolard
my costs on this 3.75
Jos A Snodgrass Shff

Petition of J. S. Smeltzer for Satisfaction of mortgage executed by William Johnston to Cyrus A Culbertson, now deceased, recorded in Mortgage Book F. at page 295.
Entered Aug. 1, 1921.

10-4-21 #
Prs. Greeley paid 5.00
Shff. Snodgrass printing, 34.35

Aug. 1, 1921 Petition presented in open Court and filed.

Now, August 1, 1921, the within and foregoing petition having been presented in open Court and on consideration thereof, the Sheriff of Crawford County is hereby directed to serve a notice stating the facts set forth in the foregoing petition, on the heirs and legal representatives of said Cyrus A. Culbertson, deceased, if to be found in said county, and in case parties cannot be found in said County, then said Sheriff to give public notice thereof in the Cambridge Springs News, once a week for four weeks successively, prior to the next term of Court, requiring the said parties to appear at said next term of Court and answer the foregoing petition, and show cause why said mortgage should not be satisfied upon the record thereof. Per Curiam.

Aug. 1, 1921. Order issued to Sheriff.

Sept. 14, 1921, Return of Sheriff with proof of publication attached filed.

Decree:- Now Sept. 16, 1921, the above petition having been presented in open court and it appearing of record that notice in this matter was given by the Sheriff according to law, and the order of this Court, and that no person has appeared or objected to the satisfaction of said mortgage, and the Court being satisfied of the truth of the facts alleged in said petition; does now decree and direct that satisfaction of the mortgage given by Wm. Johnston to Cyrus Culbertson on the 5th day of April, 1848, and recorded in Crawford County Mortgage Book "F," at page 295, shall be entered on the records of said mortgage, by the Recorder of Deeds of this County, on the payment of the costs, and that thereafter said mortgage shall be forever fully discharged and released. Per Curiam.

(See paper filed)

J A Boland

90

Petition of Daisy E Smeltzer for satisfaction of mortgage executed by David V. Derickson to William Apple recorded in Mortgage Book I, page 146. Entered Aug 1, 1921

Pro Greeley 10-4-21 paid 5.00
Sheriff Snodgrass printing 3.45.05

Aug 1, 1921. Petition presented in open court and filed.

Now, August 1, 1921, the within and foregoing petition having been presented in open court, and on consideration thereof, the Sheriff of Crawford County is hereby directed to serve a notice, stating the facts set forth in the foregoing petition, on the heirs and legal representatives of said Wm Apple, deceased, if to be found in said county, and in case parties cannot be found in this county, then said Sheriff to give public notice thereof in the Bainbridge Springs News, once a week for four weeks successively, prior to the next term of court, requiring the said parties to appear at said next Term of said court and answer the foregoing petition, and show cause why said mortgage should not be satisfied upon the records. Per Curiam

Aug 1, 1921. Order issued to Sheriff.

Sept. 14, 1921. Sheriffs return, with proof of publication of notice, filed.

Decree:— Now Sept. 16, 1921, the above petition having been presented in open court, and it appearing of record that notice in this matter was given by the Sheriff according to law and the order of this Court, and that no person has appeared or objected to the satisfaction of said mortgage, and the Court being satisfied of the truth of the facts alleged in said petition does now decree and direct that satisfaction of the mortgage given by David V. Derickson to Wm. Apple on the 10th day of March 1858, and recorded in Crawford County Mortgage Book "I", at page 14 shall be entered on the records of said mortgage by the Recorder of Deeds of this County, on the payment of the costs, and that thereafter, said mortgage shall be forever fully discharged and released. Per Curiam.

(See paper filed)

Oct 4-1921
Rec'd of Atty J A Boland three cents Fees 3.75 my costs
Jas A Snodgrass Sheriff

W. J. Sirdevan

91

Petition of Dure B Hayes for Satisfaction of Mortgage given by William N McDonald and Kate L McDonald, his wife to Roger Sherman, Trustee, Recorded in Mortgage Book V No 2, page 502. Entered Aug. 1, 1921

Pro Greeley 9-12-21 # paid 5.00
Shff Snodgrass, 3.75

Aug. 1, 1921 Petition presented in Open Court and filed.

And now, August 1, 1921, upon consideration of the foregoing petition, and on motion of W. J. Sirdevan, Attorney for the petitioner, It is ordered and decreed that the Sheriff of Crawford County, Penna., serve a notice upon the known holder or holders of the mortgage described in the foregoing petition and have known residence, and if said parties are unknown and cannot be found, that he shall give public notice of the facts set forth in the within petition, once a week for four successive weeks after presentation of this petition and before the return day thereof, in the Titusville Herald, a newspaper of general circulation published in the City of Titusville, Crawford County, Penna, commanding said parties to appear before said Court, at the next term to wit, the Second Monday of Sept., 1921, and show why the proper decree should not be granted and satisfaction of said mortgage should not be entered on the record thereof as within prayed. Per Curiam.

Aug. 1, 1921, Order issued to Sheriff.

Sept. 12, 1921. Sheriff's return to the order of Court filed, and same day, proof of publication of notice filed.

Final Decree:- And now, Sept. 12, 1921, the Sheriff of Crawford County having returned that he was unable to find the said Roger Sherman, Trustee, or his legal representatives, successors, or assigns, or the holder or holders of the within mentioned mortgage in his bailiwick, and that in obedience to the said order of the Court to the said Sheriff directed a notice of the facts set forth in the foregoing petition was advertised once a week for four successive weeks after the presentation of the said petition, in the Titusville Herald, a daily paper of general circulation, published in the City of Titusville, Crawford Co., Pa., as appears by the proof of publication annexed to the return of the Sheriff; said notice having been inserted in said newspaper on the 11th, 18th, and 25th days of Aug., 1921, and the 1st day of Sept. 1921. And no person appearing to answer the said petition as aforesaid, and the Court being satisfied of the truth of the allegations of said petition, it is, on motion of W. J. Sirdevan, Atty. for the petitioner, ordered and decreed that the prayer of the petitioner be granted, and that satisfaction shall be entered by the Recorder of Deeds of Crawford Co., on the record of the mortgage given by Wm. N. McDonald, and Kate L. McDonald, his wife, to Roger Sherman, Trustee, dated Oct. 22, 1895, and recorded in the office of the Recorder of Deeds, in and for the said County of Crawford, on the 24th day of Oct. 1895, in Mortgage Book "V," No. 2, at page 502, on payment of the costs due relative to the entry of said mortgage or any proceedings thereon, and upon

— Continued on margin —

— Decree Continued —

presentation of a certified copy of the petition and decree in said case to be filed by the said Recorder of record. Which said satisfaction, so entered, and filing of said record shall forever thereafter defeat, release and discharge said mortgage, and shall likewise bar all actions brought or to be brought thereon as fully and effectually to all intents and purposes as if the satisfaction had been entered by the legal holder or holders of said mortgage.

Per Curiam.

(See paper filed)

Leland J. Culbertson

92

Petition of Charles G Nines for Satisfaction of mortgage given by Amelia J. Dee & William T. Dee, her husband to George A. Boreham, assigned to Sylvia Adams, Recorded in Mortgage Book W. page 675 Entered Aug. 1, 1921

#

Geo. Greeley 5.00
Shff. Snodgrass, 3.75

Aug. 1, 1921 Petition presented in open Court and filed

Now, August 1, 1921, the foregoing petition having been presented and read, and after due consideration thereof, it is hereby ordered that the Sheriff give notice of the above proceedings to Sylvia Adams or to her heirs or legal representatives if she, they or any of them be found, and by publication in the Tribune-Republican, a newspaper of general circulation in said county of Crawford, for four consecutive weeks, which said notice shall briefly state the facts set forth in said petition and require the said assignee of said mortgage and any and all parties interested to appear in this court on the second Monday of September next, at ten o'clock A. M., to show cause, if any they have, why the land subject to said encumbrance or mortgage should not be released and forever discharged from said lien. Service of said notice to be made at least twenty days prior to date of said second Monday of September, 1921. Per Curiam.

Aug. 1, 1921. Order issued to Sheriff.

Sept. 14, 1921 Sheriff's return with proof of publication of notice attached, filed.

Decree:— Now, Sept. 12, 1921, the Sheriff of this County having made return to the order of this Court heretofore made, and to him directed in this case that after diligent search he was unable to find the holder of said mortgage or her, or their heirs, or legal representatives, or any other holders of the said mortgage in the petition described, within his bailiwick, upon whom he could serve the said order as he was therein directed, and that in obedience to said court order, he had thereupon given public notice of the facts set forth in said petition, to all persons interested in said matter, by an advertisement published once a week for four successive weeks after the presentation of said petition, in the Tribune Republican, a newspaper published in said County, as appears by the return of the Sheriff, and proofs of publication attached thereto, and on file in this case, and to the Court shown, which are deemed sufficient to the Court, and it further appearing to the Court that no answer to the petition having been made or filed, or any cause shown why satisfaction of the mortgage described in the petition should not be entered according to the prayer of the petition, and that the time for the filing of such answer, or showing cause has elapsed, and the Court being satisfied of the truth of the allegations of the petition, it is now ordered, adjudged and decreed that the prayer of the said petition be granted, and that satisfaction shall be entered by the Recorder of Deeds of this County, on the record of said mortgage given by Amelia Jane Dee, and Wm. T. Dee, her husband, dated June 25, 1880, and recorded in Mortgage Book "W," page 675, on payment of costs relative to the entry of satisfaction of said mortgage, or any proceedings thereon, and upon presentation of a certified copy of this decree to said Recorder to be filed by him of record, and it is further ordered, adjudged and decreed that the satisfaction so entered shall forever thereafter discharge, release and

Continued on margin.

Sept. 15, 1921 Received from Leland J. Culbertson, Esq. $8.75, being P.'s and Sheriff's costs
D. L. Greeley, Pro.

Sept 15-1921
Recd my costs
Three Dollars & seventy five cents my costs
Jas A Snodgrass Shff

—Decree continued—

defeat the mortgage, and shall likewise bar any and all actions brought, or to be brought thereon, as fully & effectually to all intents and purposes as if the satisfaction of said mortgage had been entered by the legal holder or holders of said mortgage.

Per Curiam.

(See paper filed)

Albert L. Thomas
93

Edna A. Jones
vs.
Henry B. Jones
Issued Aug. 1, 1921.

	#
Tax twice	2.00
Shff. Snodgrass,	1.60
Shff. Snodgrass on al.	1.60
Shff. Snodgrass on Proc.	6.50
C. L. Webb, Master	
Prp. Greeley	
Atty	

Subpoena in Divorce
And now, Aug. 1, 1921, subpoena awarded, Returnable to next term.
(Signed) Thos. J. Prather, P. J.
Subpoena returned: Sept. 12, 1921, the within named respondent was not found in my bailiwick. So answers James A. Snodgrass, Shff.
Sept. 12, 1921. Alias subpoena in divorce issued, returnable to first Monday of Nov. next.
Alias subpoena rcd. Nov. 7, 1921, the within named respondent Henry B. Jones, was not found in my bailiwick.
So answers James A. Snodgrass, Shff.
Nov. 18, 1921, Order for proclamation issued, returnable to first Monday of January next.
And now, Jan. 2, 1922, I have made proclamation in the above entitled case according to law, and caused the same to be published in the Cochranton Times, a newspaper printed within my bailiwick, for four weeks successively prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached. So answers.
James A. Snodgrass, Sheriff.
And now Jan. 9, 1922, Curtis L. Webb, Esq., is appointed Master. By Hon. Thos. J. Prather, P. J., (See paper filed)
Same day, Commission issued.

Albert L Thomas
94

Henrietta Newton
vs
Clyde Newton
Issued Aug. 1, 1921.

	#
Taxt + writ	2.00
Shff. Snodgrass	1.60
Sheriff Snodgrass and	1.60
Shff. Snodgrass on Proc	6.30
W. J. McClintock, Master	25.00
Pro. Greeley, Atty	9.35
	3.00

Feb 9, 1922. Received my costs as master, $25.00 from V. L. Greeley, Pro. Walter Jas Clinton.

Feby 23 1922 Rec'd of Shff by atty Monty one and 05/100 Dollars Shff + Pros costs
V. L. Greeley Pro

March 13-22
Rec'd of Pro Greeley Nine dollars seventy six cts in my costs
Jas A. Snodgrass

April 13 1922
Rec'd of Defendant Fifty and 05/100 Dollars prepaid costs
V. L. Greeley Pro

Apr. 18, 1922 Rec'd of V. L. Greeley, Pro. - Forty five & 45.00 being costs paid by respondent less collection fee
Albert L Thomas
Atty for Libellant

Subpoena in Divorce
And now, Aug. 1, 1921, subpoena awarded, Returnable to next term.
(Signed) Thos. J. Brather, P. J.
Subpoena returned: Sept. 12, 1921. After diligent search and inquiry for the respondent Clyde Newton, I make return of Non est inventus. So answers
James A. Snodgrass, Sheriff.
Oct. 3, 1921, Alias subpoena in divorce issued, returnable to next term.
Alias subpoena returned: Nov. 14, 1921, the within named respondent, Clyde Newton, not found in my bailiwick.
So answers, James A. Snodgrass, Shff.
Nov. 18, 1921, Order for proclamation issued; returnable to first Monday of Jany next.
And now, Jan. 2, 1922, I have made proclamation in the above entitled case according to law and caused the same to be published in the Cochranton Times, a newspaper printed within my bailiwick, for four weeks successively prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached. So answers,
James A. Snodgrass Sheriff.
And now, Jan. 9, 1922, W. J. McClintock, Esq., is appointed Master (See paper filed) Com. issued. By Hon. Thos. J. Brather, P. J.
Feb 8 1922 Testimony and Report of Master filed
On Argt. List for Feb. Term, 1922, No. 20
March 20, 1922. After due consideration, a divorce is decreed as prayed and at cost of respondent. Per Curiam.
Decree:- And now, to-wit, March 20, A. D. 1922, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken, and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed;
That the said Henrietta Newton be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Henrietta Newton the libellant, and the said Clyde Newton, the respondent; and that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at any time heretofore in pursuance of said marriage shall cease and determine.
And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married, except that the said Clyde Newton shall not marry Bertha Hoyle during the life-time of the said Henrietta Newton, the libellant.
(See paper filed) Per Curiam

J. A. Bolard
95

Lola Lewis
vs
Bland Lewis
Issued Aug. 2, 1921

	#
Tax + writ (paid)	2.00
Shff. Snodgrass	4.40
F. C. Bolard - pd by Atty -	2.00
Cro	25

Subpoena in Divorce

And now, Aug. 1, 1921 Subpoena awarded, Returnable to next term.
(Signed) Thos. J. Brather, P. J.

Subpoena returned: Served the within subpoena in divorce on the respondent personally, on the 10th day of Sept. 1921 by delivering to him a true and attested copy of the same, and making known to him the contents thereof, as appears from affidavit as above.
So answers James A. Snodgrass, Shff.
(See affidavit of F. C. Bolard, Special Deputy Shff. on subpoena)

Curtis L Webb
96

Frank E Wallace
vs
Emma Benninghoff
Entered Aug. 2, 1921.

Pro. Speeley (Cashier)	#	2.75
Atty		3.00

Aug 26, 1921, Received from Plff. $3.00 Atty-Fee.
V. L. Speeley, Prothy
Sept 2, 1924 Rec'd my Docket Fee,
Curtis L. Webb

Of Nos. 264 and 265 September Term, 1916, and No. 88 November Term, 1918.
Amicable Scire Facias sur Judgments.

It is agreed That the Prothonotary of said court enter an Amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said county, and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Thirteen hundred seventy-seven and 75/100 Dollars, being the amount of debt, interest to April 25, 1921, and costs now due on the original judgment.

Debt	#	1377.75

Int. from April 25, 1921

Judgment
V. L. Speeley, Prothy

Be page 132

And now Aug 26, 1924 this judgment having been paid, debt interest and costs the Prothonotary is hereby directed to mark the same satisfied of record, together with the original judgments.
Frank E Wallace

J Berry Eckels (See Statement)
Thomas & Thomas

Mrs. Ora Sheldon
vs.
William W. Deichman and Abigail Louise Deichman Parsons, Executor and Executrix of the estate of Abraham Deichman, decd
Entered Aug. 2, 1921

	#	
Tax & entry (paid by Dft)		1.50
Costs on Trans.		9.20
Pro Greeley		3.25
Atty		3.00

Appeal by Defts. from Judgment of Harry L. Bail, Justice of the Peace.
Aug. 2, 1921, Thomas & Thomas Esqs. appear for Defts. (See paper filed)
Sept. 27, 1921, Statement of claim filed and copy served on defendants attorney.
Sept. 29, 1921, Affidavit of defense in nature of a demurrer filed.
Feb. 6, 1922 Amended statement of claim allowed by the Court and filed.
Feb. 11, 1922, Affidavit of defense filed.
On Trial List for 1st Monday of March, 1922, No. 27.
March 6, 1922, at plaintiffs request the Court orders a discontinuance of this action. Per Curiam.

McClintock & McClintock
Union City, Pa.
98

Pearl W. Peters
vs.
Fred T. Peters
Issued Aug. 3, 1921.

Jay twrit (pd Aug 5/21)	2.00	
Shff. Snodgrass	1.00	
W. O. Morrow, Master (pd 8-16-21)	3	
Pro. Greeley, paid	7.35	
Atty.	3.00	

Sept 16-1921
Rec'd of Pro Greeley
my costs One Dollar
Jas A Snodgrass Shiff

Subpoena in Divorce
And now, Aug. 3, 1921, subpoena awarded as prayed for, returnable the 2d Monday of Sept. 1921.
Thos J. Prather, P.J.

Subpoena returned: Served the within subpoena in divorce personally upon Fred T. Peters, the respondent at the borough of Cambridge Springs in the County of Crawford and State of Pennsylvania, on the 17th day of August, 1921, by producing the original subpoena, reading the same to him and informing of the contents thereof, and by handing to him a true and attested copy thereof. So answers (See affd. on subpoena) A.S. Masters, Constable.

And now, Sept. 12, 1921, On motion in open Court, W. O. Morrow, Esq. is appointed Master in this case. Per Curiam. (See paper filed)
Same day, Commission issued.

Sept. 15, 1921. Testimony and report of Master filed.
On Argument List for Sept. Term, 1921, - No. 23

Sept. 27, 1921. After due consideration a divorce is decreed as prayed, and at cost of respondent.
Per Curiam.

Decree:- And now, to-wit: Sept. 27, A. D. 1921, this cause came on to be heard on libel, subpoena, subsequent proceedings and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed,

That the said Pearl W. Peters be divorced and forever separated from the nuptial and bonds of matrimony heretofore contracted between her, the said Pearl W. Peters, the libellant, and the said Fred T. Peters, the respondent; and that thereupon all and every the duties, rights and claims accruing to either the said libellant, or the said respondent, at any time heretofore in pursuance of said marriage, shall cease and determine;

And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married.
Per Curiam.
(See paper filed)

Otto Kohler

99

Davis-Bournonville Co., a corporation,
vs.
Titusville Forge Co., a corporation.
Issued Aug 3, 1921.

Jay Twit (Atty fd) #	2.00
Shff. Snodgrass	13.70
Pro. Speeley	2.50
Atty	3.00

Summons in Assumpsit. Returnable to First Monday of Sept. next.
Aug. 3, 1921. Statement of claim filed.
Now 4th Aug. 4, 1921, served the within summons on the within named Titusville Forge Company, by handing personally to F. R. Whitcomb, Treasurer of the Titusville Forge Co., a true and attested copy thereof together with a certified copy of plaintiffs statement of claim, and by informing him of the contents at their offices in the City of Titusville, Pa. So answers,
James A. Snodgrass, Sheriff.
And now, September 13, 1921, On motion of plaintiffs attorney, judgment is entered in this case in favor of plff. and against the defendant, for default of an appearance and for want of an affidavit of defense; and judgment liquidated at the sum of Six hundred thirty-seven Dollars and Twenty cents, with interest from Sept. 1, 1921, and costs. (See Rule Doc. 12, page 554)

Debt	# 637.20
Interest from Sept. 1, 1921	
Judgment	

V. L. Speeley, Prothy.

Corp. page 91.

Fi Fa to no 9 Nov Term 1921
Sept. 26, 1921, The above judgment satisfied. (See Fi. Fa.)

O. Blare Kent
100

Jan. 28, 1922 Rec'd Master's fee in this case, $25.00
H. Carl Wasson

Feby 13 1922 Rec'd of Pft by atty Nineteen & 05/100 Dollars
Shff & Prothy Costs
V-L Greeley Pft

Feby 13-22
Recd of Pro Greeley
9.70 my costs
Jas A. Snodgrass

Hazel M. Bradshaw
vs.
Grover E. Bradshaw
Issued Aug. 4, 1921.

	#
Sax twick (Atty pd)	2.00
Shff. Snodgrass,	1.60
Shff. Snodgrass alias	1.60
Shff. Snodgrass on Proc.	6.50
H.C. Wasson, Master pd	25.00
Pro. Greeley	9.35
Atty.	3.00

Subpoena in Divorce.
And now, Aug. 4, 1921, subpoena awarded, Returnable to second Monday of September next.
(Signed) Thos. J. Grather, P.J.

Subpoena returned: Sept. 12, 1921, The within named respondent, Grover E. Bradshaw, was not found in my bailiwick.
So answers James A. Snodgrass, Shff.

Sept. 13, 1921, Alias subpoena in divorce issued, returnable to first Monday of November next.

Alias writ retd: Nov. 7, 1921, The within named respondent, Grover E. Bradshaw, was not found in my bailiwick.
So answers - James A. Snodgrass, Sheriff.

Nov. 15, 1921, Order issued for publication of Sheriffs proclamation; returnable to first Monday of January next.

And now, Jan. 2, 1922, I have made proclamation in the above entitled case according to law, and caused the same to be published in the Cockpainton Times, a newspaper printed within my bailiwick, for four weeks successively prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached.
So answers, James A. Snodgrass, Sheriff.

Now, Jan 2, 1922, On motion in open Court, H.C. Wasson, Esq. is appointed Master in this case. By Hon. Thos. J. Grather, P.J.
(See paper filed) Commission issued.

Feby 7 1922 Testimony and report of Master filed.
On Arg. List for Feb. Term, 1922, No. 21.

March 20, 1922 After due consideration, a divorce is decreed as prayed, and at cost of respondent Per Curiam.

Decree:- And now, to wit; March 20, A.D. 1922, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed,

That the said Hazel M. Bradshaw be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Hazel M. Bradshaw, the libellant, and the said Grover E. Bradshaw, the respondent; and that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at any time heretofore in pursuance of said marriage, shall cease and determine;

And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married.
Per Curiam.
(See paper filed)

Curtis L Webb

101

D. Lee Sperry, administrator of the estate of Estella Sperry, deceased,

vs.

William A. Patterson and Emma C Patterson.

Issued Aug. 4, 1921

Jas. Writ (pd. See Ex. B.)	$ 2.25
Rec. Miller	.50
Pro. Greeley	1.75
Atty	3.00
Shff. Snodgrass	1.60

Scire Facias sur Mortgage recorded in Mortgage Book 109, page 296. Returnable to First Monday of September next.

Aug 4, 1921. Statement and affidavit as to title to land, and as to default in terms of mortgage, filed.

Aug. 4, 1921. Confession of judgment attached to original mortgage, filed; to wit:-

"Whereas, the mortgage hereto annexed and duly recorded in Mortgage Book No. 109, page 296, in the Recorder's Office of Crawford County, provides that upon the issuing of a Scire Facias, the mortgagors thereby empower any attorney of any Court of record in this state to appear for and forthwith confess a judgment against them for the amount unpaid and in default, upon which judgment a writ of Levari Facias may then be issued;

"By virtue of which power of attorney, I, Jeff. E. Bossard appear for the defendants above named, and confess judgment against them, and in favor of the plaintiff aforesaid, for the sum of One thousand nine hundred fifty-three ($1953.) Dollars, the amount the plaintiffs declared to be due, which includes five per cent attorneys Commission and interest to July 30, 1921, with costs of suit, release of errors, without stay of execution, waiving exemption, inquisition, etc, as in said mortgage provided."

Debt $ 1953.00

Int. from July 30, 1921

P. pages 103 & 178. Judgment.

V. L. Greeley, Prothy.

Lev. Fac. to No. 63 Sept. Term, 1921.

Writ returned:- Sept. 15, 1921. The within named defendants, Wm. A. Patterson, and Emma C. Patterson were not found in my bailiwick. I therefore return "Nihil habent" as to both of the defendants.

So answers, James A. Snodgrass, Sheriff.

L. W. Benedict 102	Philadelphia Storage Battery Company a corporation, vs. A. J. Benton, and L. D. Fulton, Executors of estate of L. A. Upton, deceased, doing business as Queen City Garage & Electric Company. Issued Aug. 5, 1921 Tax & writ (paid) 2.00 Shff. Snodgrass 15.10 Pro. Greeley 2.50 Atty 3.00	Summons in Assumpsit Returnable to next term. Aug. 5, 1921 Plaintiffs statement of claim filed Writ returned: Aug. 6, 1921, Served the within summons on the within named A. J. Benton, by handing him personally a true and attested copy together with a true certified copy of plaintiffs statement of claim and by informing him of the contents thereof at his place of business, Queen City Garage, Titusville, Pa., and as to L. D. Fulton, by handing to A. J. Benton, his partner in charge, a true and attested copy together with a true certified copy of plaintiff's statement of claim at his office in the city of Titusville, Pa. So answers James A. Snodgrass, Shff. And now, Sept. 12, 1921, On motion of Shff's attorney, judgment is entered in above stated case in favor of plaintiff and against defendants, for want of an appearance and for want of an affidavit of defense; and judgment liquidated at the sum of Seven hundred thirty-five Dollars and Ninety-five cents; with costs. (See Rule Docket 12, page 553) Debt # 735.95 Interest from Sept. 12, 1921. Be p. 171; B/p 99; Fin. p 139. Judgment V. L. Greeley, Prothy. Fi. Fa. to No. 53 Nov. Term, 1921. Nov. 9, 1921. The above judgment satisfied. (See Fi. Fa.)

W. J. Sirdevan 103	Frederick Wilbur Force vs. Mildred Florence Force Issued Aug. 6, 1921 Tax & writ (paid) # 2.00	Subpoena in Divorce And now, Aug. 6, 1921, subpoena awarded. Returnable the first Monday of September, 1921. (Signed) Thos. J. Grather, P. J. Sept. 9, 1921, This suit discontinued. (See paper filed.)

Geo. Frank Brown 104	In re appointment of a Judge of Elections and a Majority Inspector of Elections for the Second Precinct of the 2d Ward of the City of Titusville. Entered Aug. 8, 1921 # Pro. Greeley 2.00	And now, Aug. 1, 1921, upon consideration of the within petition, it is ordered by the Court that the said petition be granted; and that G. L. Ackerman of No. 412, West Main Street, Titusville, Pa., is hereby appointed Judge of Elections for the said election district for the unexpired term of William H. Milvehill, deceased; and that W. E. Greer of No. 806 West Spring Street, Titusville, Pa., is appointed Majority Inspector of Elections for the said election district, for the unexpired term of G. L. Ackerman. Per Curiam. Aug. 8, 1921. Certificate of appointment issued for each appointee and for County Commissioners office.

Roy S. Peters
John K. English
105

April 21 1922 Recd of Dept Irelor and 15/100 Dollars as costs
W. L. Greeley Pro

April 22 1922 Recd of Pro Greeley Eight and 40/100 Dollars my costs
Jas A. Snodgrass +

Fairview Mining Company, a corporation,
vs.
Seymour Flood
Issued Aug. 9, 1921.

	#
Tax & writ (pd by Atty)	2.00
Shff Snodgrass	8.40
Pro Greeley	3.75
Atty	3.00
Pro. Greeley since, paid 11-24-22	1.75

Summons in Assumpsit
Returnable to next term.
Aug. 9, 1921. Plaintiffs statement and affidavit of claim filed.
Aug. 9, 1921. Affidavit that Plaintiffs claim exceeds #300.00, filed.
Writ returned: Aug. 10, 1921, served the within writ on the within named defendant, by handing a true and attested copy, together with a true certified copy of plaintiffs statement of claim at his residence in Cambridge Springs, Pa So answers
James A. Snodgrass, Shff.
Sept. 12, 1921. Defendants affidavit of defense filed.
Sept. 16, 1921. Recd. of defendant # 170.00
Roy S. Peters atty for Plff.

And now, Feb. 6, 1922 On motion in open Court, rule to show cause granted why judgment should not be entered against the defendant, and in favor of the plaintiff for want of a sufficient affidavit of defense; Returnable to Fourth Monday of February Argument List. Per Curiam.
(See paper filed)
On Argt List for Feb. Term, 1922, No. 6. Feb. 28, 1922 Argued C.A.V.
Now, April 3, 1922, in accordance with the foregoing, judgment is directed to be entered in favor of the plaintiff, for #279.41. Per Curiam. "With leave to proceed for the balance." (See opinion)

	#
Debt	279.41
Int. from April 3, 1922.	
Judgment	

W. L. Greeley, Prothy

Apr. 21, 1922. Recd # 126.26 to apply on above judgment and costs. Roy S. Peters. Atty.
On Fall Trial List, 1922, No 7.
Nov. 24, 1922. the above cased having been settled, the same is discontinued and satisfied of record and the Prothy. is directed to so mark the same of record.
Roy S. Peters
Atty for Plff.

O. Clare Kent
106

Albert L. Thomas
Aug. 2nd, 1921.

April 28, 1923 Recd of Pffs. per O. Clare Kent, Atty #4.00, jury-fee in this case.
V.L. Greeley, Pro.

Jan. 28, 1924. Recd from Deft. #154.34, being the costs as taxed in this case.
V.L. Greeley, Pro.

Jany. 29, 1924 Received from V.L. Greeley, Pro. One hundred thirty-one & 74/100 Dollars = Being Com. Kingdom #5.00, Stenographer #19.00, Jury Fee #4.00, Atty #3.00 and Pffs. witnesses #107.74 =
O. Clare Kent
Pffs. Atty.

March 22-24
Rec'd my costs from Pro Greeley on this case
Jas. A. Snodgrass
Ex Sheriff

Record continued 550

J. A. Matthews
vs.
Erie Railroad Company
Issued, Aug. 9, 1921.

	#
Tax writ	2.00
Shff Snodgrass	2.60
Pro. Greeley	18.00
Comr. Kingdom,	5.00
Stenographer (Pffs. pro)	12.00
Jury Fee	4.00
Atty	3.00
Pffs bill of costs	107.74
	$154.34

Summons in Trespass: Returnable to First Monday of September next.

Writ returned: Aug. 10, 1921, served the within summons by going to the office of A.L. Kline, Superintendent of the Erie Railroad Company in Meadville, Pa., by handing a true and attested copy thereof to R.C. Hazen, assistant Superintendent, and by informing him of the contents
So answers James A. Snodgrass, Shff.

Oct. 17, 1921, Declaration filed, and service accepted by Defts. attorneys.

Oct. 26, 1921 Affidavit of defense filed.

On Trial List for 1st Mon. of Jany, 1922. No. 13

Dec. 29, 1922. Continued by consent
On Trial List for 1st Monday of March, 1922. No. 23.

Feb. 27, 1922 Continued on application of Deft
On Fall Trial List, 1922, No. 27.

Dec. 7, 1922, Continued on application of plaintiff. Per curiam.

And now, Dec. 7, 1922, On motion in open Court, Harry G. Kingdom is appointed Commissioner to take the testimony of S.A. Merriman, an infirm and sick witness on part of plaintiff, at Conneaut, O (See paper filed) Commission issued. Per curiam.

On Trial List for 2d Monday of Jan. 1923, No. 35.

Jan. 17, 1923, Continued: Remanet. Per curiam.

Feb. 26, 1923. Testimony of S.A. Merriman filed.

On Trial List for 1st & 4th Mondays of March, 1923, No. 13.

March 9, 1923. This case marked No. 1 for 4th week of March, 1923

And now, April 23, 1923 Jury selected and sworn, as follows:- 1- Orlando Walton, 2- Della Wetherall, 3- Mrs. Bertha Frawley, 4- J.F. Kerr, 5- Ernest L. Lynn, 6- Charles N. Tibby, 7- Mrs Fanny Wise, 8- Ed L. Utley, 9- Mrs Jessie Moore, 10- Geo. B. Gehr, 11- Charles Jones, 12- A.A. Splitstone: twelve good and lawful persons, who upon their solemn oaths which they have taken, say, April 28, 1923, they find for the plaintiff in the sum of Twenty-three hundred seventy-six and 65/100 Dollars. Corp. page 447

April 27, 1923 Plaintiffs and defendants points filed.

April 30, 1923, Motion on part of defendant for a new trial filed and thereupon, rule to show cause granted why a new trial should not be ordered in this case, with leave to file additional reasons within 20 days after notice of filing testimony. Per curiam.

April 30, 1923. Motion on part of defendant for judgment n.o.v., filed, and thereupon, rule to show cause granted why judgment n.o.v. should not be entered; and the Stenographer is ordered and directed to transcribe the notes of testimony and charge of the Court and the points and answers into longhand, so as to become a part of the record. Per curiam. (See paper filed)

Thomas & Thomas

107

Petition of R. L. Gordon, Guardian of Emeline Flagg, heretofore adjudged to be a person of weak mind, for an Inquisition of lunacy as to said Emeline Flagg. Entered Aug. 9, 1921

Pro. Greeley		#3.00
Shff. Snodgrass on Venire		4.50
Comr. Kent		25.00
Effie M. Peffers, Sten.		5.00
Jurors		4.50
Pro. Greeley		2.50
~~Adv. afc~~		~~3.00~~

Aug. 9, 1921 Petition presented to Hon Thos. J. Grather, P. J., and filed.

F. page 128.

And now, August 9, 1920, O. Clare Kent, Esq., is appointed commissioner under prayer of petition; returnable to first Monday of September next. At least six days notice to be given to the alleged lunatic, and to Mrs Julia Smith, of Norristville, Pa., as next friend.

(Signed) Thos. J. Grather, P. J.

Same day, commission issued.

Sept. 6, 1921 Return of Inquisition filed in open Court and approved; and fees of Commissioner fixed at #25.00.

(Signed) Thos. J. Grather, P. J.

The Inquest find: "That the said Emeline Flagg is at the time of taking this inquisition, a lunatic, and has been for two years and upwards, without lucid intervals, and thereby rendered incapable of taking care of her property and estate; and that at the time of this inquisition and the time of her becoming a lunatic, she was seized and possessed of the property as per schedules hereto attached, valued at the net valuation of #800; and the inquest aforesaid further say that the said Emeline Flagg is of the age of seventy years or thereabouts, and is the widow of Martin Flagg, deceased, with the following named children as heirs and next of kin namely: Mrs. Julia Smith, Mayfield Jr., Jerome Flagg, Cochranton, Charles Flagg, Connellsville, Herbert Flagg, Connellsville, Mrs. Dengler, Moxertown, Mary Flagg, Meadville, all of whom are of full age." (See return filed)

And now, Sept. 8, 1921, Upon petition presented in open Court, the Court appoints R. L. Gordon, committee, bond to be furnished in the sum of #100.00. Per Curiam. (See paper filed)

Sept. 12, 1921 Bond of R. L. Gordon, committee, with F. A. Smith and V. L. Smith as sureties, in the sum of #100.00, approved by the Court and filed.

Petition of R. L. Gordon for sale of Real Estate filed.

Order:— And Order.

And now, March 27, 1922 upon consideration of the foregoing, it is ordered and decreed that the said R. L. Gordon, committee is hereby authorized and directed to sell at public sale, upon the premisses the real estate above described for the purpose of paying the debts, and for the support or maintenance of the said lunatic. The said committee to give public notice of the said sale by advertisement once a week for three weeks in the Meadville Tribune Republican, and Cochranton Times, and by not less than 20 hand bills.

Terms of sale; cash on final confirmation of sale, security to be given by the committee in double the amount for which property is sold. Returnable to first Monday of May next. Notice hereof to be given to Commissioners of Crawford Co.

V. L. Greeley, Pro. (See paper filed)

Per Curiam

Aug. 7, 1922, Received of R. L. Gordon, Committee #44.50, being Pro. Greeley #5.50; Shff. Snodgrass #4.50 Comr. Kent #25.00; Effie M. Peffers #5.00; Jurors #4.50

V. L. Greeley, Pro.

Aug. 7, 1922, Recd of Pro. Greeley #5.00, my att. fee.

Effie M. Peffers

Aug. 7, 1922, Recd of Pro. Greeley #3.75 each, being our fees as inquest jurors.

M. E. Hall
Wm. Cimock
Wm. W. Henderson
B. B. Pickard
J. M. Lawrence
H. Carl Wasson.

Aug. 8, 1922 Rec'd from Pro. Greeley #25.00, Comr. Fee. O. Clare Kent.

Aug 26-1922 Rec'd Pass Truly Fee Allen Jeffs by cash

Jas A. Snodgrass

Record continued on page 541

108

Zelpha Andrews
vs
Cyrus McMichael
Entered Aug. 11, 1921

Pro. Greeley (Plff. pd) # 225
Plff on Orig'l 1.29

Of No. 346 May Term, 1916.
Amicable Scire Facias sur Mortgage.
It is agreed That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the deft by the Sheriff of said County and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Two Hundred Dollars, being the amount of debt, with interest from Oct. 27, 1920, and costs, now due on the original judgment

Debt # 200.00
Int. from Oct 27, 1920.
Judgment
V. L. Greeley, Prothy

Mc p. 79.

July 27, 1926. Amicable Sci. Fa. To No. 69 Sept. Term, 1926

Arthur L. Bates
109

Edith A. Davison
vs
James B. Russell,
Mortgagor, and
Carl H. Beers,
Terre Tenant
Issued Aug 11, 1921

	#
Tax Writ (Atty fid)	2.25
Rec. Miller	.50
Shff. Snodgrass	12.10
Shff. Snodgrass on al.	1.60
Pro. Greeley,	3.75
Atty	3.00

Scire Facias sur Mortgage recorded in Mortgage Book Volume 83, page 461; Returnable to first Monday of Sept. next.

Aug. 11, 1921. Affidavit as to title to land filed.

Writ rec'd: Aug. 29, 1921, served this writ on the within named James B. Russell, at Cambridge Springs, Pa., by handing him personally a true and attested copy thereof; and Sept. 5, 1921, as to the deft. Carl H. Beers, I make return of "Nihil habet." As no one was in possession of the within described land, I posted a true and attested copy on the buildings.

So answers James A. Snodgrass, Shff.

Sept. 6, 1921. Alias Sci. Fa. sur Mortgage issued as to Carl H. Beers; returnable to the first Monday of Oct. next.

Writ returned:—Oct. 3, 1921. As to the within named defendants, James E. Russell, Mortgagor served on original (see writ), and as to Carl H. Beers, I make return of "Nihil habet."

So answers, James A. Snodgrass, Sheriff.

And now, to wit, October 4, 1921. On motion of plaintiffs attorney, judgment is entered in favor of plaintiff and against defendants for want of an appearance and for want of an affidavit of defense, and judgment is liquidated at the sum of Seven hundred fifty-three Dollars Eighty cents (See Rule Doc. 12, page 556)

Debt # 753.80
Int. from Oct. 4, 1921
Judgment
V. L. Greeley, Pro.

R. p. 135; Be. p. 152.

Lev. Fac. to No. 47 Nov. Term, 1921

~~This judgment was granted this day at the~~ by ~~the~~ Plaintiff ~~same day a rule~~ to ~~issue~~ ~~execution~~ ~~but the same was not issued~~ ~~until~~ Dec 12 1922

Arthur L. Bates
Pltff's Atty.

Arthur L Bates

110

Solomon Poly, Administrator of Melanie Nandy, deceased, and Miss Lizzie Moats, now use of W. S. Smith,
vs.
E. Alexander Powell
Issued Aug. 11, 1921.

Tax twrit (atty paid)	$ 2.25
Rec. Miller	.50
Shff. Snodgrass,	8.30
Shff. Snodgrass on alias	1.60
Pro. Greeley,	6.75
Atty	3.00

Scire Facias sur Mortgage recorded in Mortgage recorded in Mortgage Book Volume 97, at page 132, etc; Returnable to First Monday of Sept. next.

Aug 11, 1921. Statement on behalf of plaintiff and affidavit as to title of land filed.

Aug. 30, 1921. Supplemental affidavit in behalf of plaintiff filed.

Writ returned: Sept. 5, 1921, after going to the within described property, found no one in possession, but posted a true and attested copy thereof on the premises. As to E. Alexander Powell, defendant, I make return of Nihil habet.

So answers James A. Snodgrass, Sheriff.

And now, Sept. 6, 1921, supplemental affidavit in behalf of plaintiff filed; and on motion in open Court, leave granted to amend title in this suit, by adding after the name "Miss Lizzie Moats", the words, "now use of W. S. Smith." Per Curiam

Sept. 6, 1921, Alias Sci. Fa. sur Mortgage issued, returnable to first Monday of Oct. next.

Writ returned:- Oct. 3, 1921. As to the within named defendant, E. Alexander Powell, I make return of "Nihil habent." So answers,

James A. Snodgrass, Sheriff.

And now to wit, Oct. 4, 1921. On motion of Plff's. Atty, judgment is entered in favor of plaintiff and against the defendant on two returns of Nihil, for want of an appearance and an affidavit of defense; and judgment liquidated at the sum of Two thousand eight hundred seventeen and 59/100 Dollars (See Rule Doc. 12, page 555)

Debt $ 2817.59

Int. from Oct. 4, 1921.

P. F. 179.

Judgment

V. L. Greeley, Prothy.

Lev. Fac. to No. 46 Nov. Term, 1921

Otto Kohler

111

John A. Mayland
for the use of
Ira B. Peavy
vs.
James W. Hanks and
Louisa D. Hanks,
mortgagors, and
John A. Graham, Terre
Tenant
Issued Aug. 12, 1921

Tax writ (Atty paid)	2.25
Rec. Miller	.50
Shff Snodgrass,	7.20
Shff Snodgrass on alias	1.60
Pro. Greeley	3.75
Atty	3.00

Scire Facias sur Mortgage recorded in Mortgage Book No. 58, page 235; Returnable to first Monday of Sept. next.

Aug. 12, 1921. Affidavit as to title to land filed.

Writ returned: Sept. 5, 1921, served the within writ on the within named John A. Graham, by handing him personally, a true and attested copy thereof and by informing him of the contents, on the 17th day of August, A.D. 1921, at his dwelling house in Randolph Township. As to James W. Hanks and Louisa D. Hanks, I make return of Nihil habent. So answers James A. Snodgrass, Shff.

Sept. 13, 1921. Alias Scire Fa. sur Mortgage as to James W. Hanks and Louisa D. Hanks, issued. Returnable to first Monday of October next.

Writ returned:- And now, Oct. 3, 1921, as to the within named defendants, I make return of "Nihil habent." So answers. Jas. A. Snodgrass, Shff.

And now, to wit, Oct. 6, 1921, On motion of plaintiff's attorney in open Court judgment is entered in favor of plaintiff against defendants, James W. Hanks and Louisa D. Hanks on two returns of nihil and against John A. Graham terre tenant for default of appearance. Per curiam. (See paper filed)

And now, Oct. 6, 1921, Judgment liquidated at the sum of Nine hundred sixteen Dollars and sixty-seven cents, with costs of suit &c. (See paper filed)

Debt W. L. Greeley, Pro. $
Lev. Fac. to No. Nov. Term Attys. Com. included 50.00
Int. from Oct. 6, 1921
Na. pages 117+186; Gpage 155 Judgment W. L. Greeley, Pro

Lev. Fac. to No. 56 Nov. Term, 1921

Otto Kohler
112
D. L. McConnell
Albert G. Thomas
Aug. 23, 1921.

P. Galbo
vs.
M. M. McKim and
Sara C. McKim.
Issued Aug. 12, 1921.

Jas. Print (Atty. pd) #	2.00
Shff. Snodgrass	6.30
Pro. Greeley	1.25
Atty.	3.00

Summons in Trespass, Returnable to first Monday of Sept. next.

Writ returned: And now, Aug. 12, 1921, served the within summons on the within named defendants, by handing to each personally a true and attested copy thereof, at Exposition Park, Conneaut Lake, Pa. So answers

James A. Snodgrass, Sheriff

And now, February 5, 1923 On motion in open court, non pros. is granted, no Statement of Claim having been filed and more than 15 months having elapsed, etc.

(See paper filed)

Per Curiam.

Judgment.

V. L. Greeley, Pro.

G. page 113.

J. A. Boland
A. E. Sisson & Son

113

Standard Sanitary Manufacturing Company, a corporation
vs
N. E. Cole
Issued Aug. 13, 1921

	#
Tax & writ (paid by atty)	2.00
Shff. Snodgrass	5.70
Pro. Greeley 3-13-22 paid	2.50
Atty (3/3-22 Rec'd pa Boland)	3.00

Summons in Assumpsit, Returnable to Second Monday of September next.
Aug. 13, 1921. Plaintiffs statement of claim filed.
Writ returned: Aug. 15, 1921, served the within writ on the within named defendant, N. E. Cole, by handing to him personally a true and attested copy thereof, together with a certified copy of plaintiffs statement of claim at his place of business in Saegertown, Pa So answers,
James A. Snodgrass, Shff.
And now, November 7, 1921. On motion of plaintiffs attorneys, judgment is entered in favor of plaintiff and against defendant, for want of an appearance and liquidated at the sum of Four hundred thirty-four Dollars and eight cents, with interest from Aug. 19, 1921.
(See Rule Doc 12, page 557)

Debt # 434.08
Int. from Aug. 19, 1921.
Judgment
V. L. Greeley, Prothy.

6 page 245.

Fi. Fa. to No. 2 Feb. Term, 1922
Nov. 30, 1921. The above judgment satisfied. (See Fi. Fa.)

Thomas & Thomas
114

Sept 14 1921
Rec'd of plff by atty.
Thirteen and 35/100
Dollars Shff & Bros costs
V. L. Greeley Pro

Sept 14 1921
Rec'd of Pro Greeley
six Dollars
my costs
Jas A Snodgrass Shff

Freeland H. Kelly
vs
Addie Kelly
Issued Aug 13, 1921

	#
Tax & writ (pd by Lib.)	2.00
Shff Snodgrass	6.00
A. L. Knapp, Master (Engr)	25 00
Pro. Greeley	7.35
Atty	3.00

Subpoena in Divorce
And now, Aug. 10, 1921, subpoena awarded, Returnable to second Monday of September next.
(Signed) Thos J. Grather, P. J.

Writ returned: Served the within subpoena in divorce on the respondent personally, on the 17th day of August, 1921, by delivering to her a true and attested copy of the same, and making known to her the contents thereof, as appears from affidavit as above. So answers,
James A. Snodgrass, Sheriff

And now, Sept. 12, 1921, On motion in open court, Arthur L. Knapp, Esq., is hereby appointed Master to take testimony in the within case.
(Signed) Thos. J. Grather, P. J.

(See paper filed) Commission issued.
Sept. 14, 1921 Testimony and report of Master filed.

On Argument List for Sept. Term, 1921 - No. 24.
Sept. 21, 1921. After due consideration a divorce is decreed as prayed.
Per Curiam.

Decree:- And now, to-wit: Sept. 21, A. D. 1921, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed,
That the said Freeland H. Kelly be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him, the said Freeland H. Kelly, the libellant, and the said Addie Kelly, the respondent; and that thereupon all and every the duties, rights and claims accruing to either the said libellant, or the said respondent, at any time heretofore in pursuance of said marriage, shall cease and determine;
And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married.
Per Curiam.
(See paper filed)

W. J. Sirdevan

115

Kirsley B. Best
Sept. 10, 1921.

Leonora Monica Goodrich
vs.
Guy Gilson Goodrich
Issued Aug. 13, 1921.

	#
Tax writ (atty pd)	2.00
Shff. Snodgrass	
McKenzie on Sub.-paid-	6.60
Chas. B. Stegner, Master paid	25.00
Pro. Greeley, 2-13-22 paid	7.35
Atty	3.00

Subpoena in Divorce
And now, August 11, 1921, subpoena awarded, Returnable to next term.
(Signed) Thos. J. Brather, P. J.
Writ returned: Personally served the within subpoena upon the within named Guy Gilson Goodrich, by delivering to and leaving with him personally, a true and attested copy thereof and at the same time making known to him the contents thereof, on Aug. 23, 1921, in Rome Tp., Crawford County, Pa.
So answers W. J. McKenzie
(See affidavit on Subpoena)
And now, Nov. 7, 1921, Chas. B. Stegner, Esqr. is appointed Master in this case.
(Sgd) Thos. J. Brather, P. J.
(See paper filed) Com. issued.
Jan 21 1922 Testimony on part of Libellant and report of Master filed.
And now, Feby 13, 1922, the libellant by her attorney enters a rule on the respondent to show cause why a decree of divorce should not be entered herein; returnable the fourth Monday of February, 1922, to wit, Feb. 27, 1922, at 10 o'clock A.M. (See Rule Doc. 12, page 562) Rule issued.
Feb. 14, 1922, Proof of service of rule on respondents Attorney, filed.
On Argt. List for Feb. Term, 1922, No. 22
March 20, 1922, After due consideration, a divorce is decreed as prayed, and at costs of respondent. Per Curiam.
Decree:- And now to-wit; March 20, A. D. 1922, this cause came on to be heard on libel subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed;
That the said Leonora Monica Goodrich be divorced, and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Leonora Monica Goodrich, the libellant, and the said Guy Gilson Goodrich, the respondent; and that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at any time heretofore in pursuance of said marriage, shall cease and determine.
And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married;
(See paper filed) Per Curiam

Otto Kohler
116

Florence Willoughby
vs.
Carl Willoughby
Issued Aug. 13, 1921

Tax & writ (Atty fd)	2.00
Shff Snodgrass	3.60
A.L. Knapp, Master (paid by atty)	25.00
Prs. Greeley	7.35
Atty	3.00

Nov 17 1921 Rec'd of Plff by atty Ten and 95/100 Dollars Shff & Prothy Costs
V. L. Greeley Prs

Nov 17-1921
Rec'd of Prs Greeley
Three dollars sixty
nine cents
Jas A Snodgrass Shff

Subpoena in Divorce and for custody of Sarah Emma Willoughby, daughter of parties.
And now, August 11, 1921, subpoena awarded. Returnable to next term.
(Signed) Thos. J. Prather, P.J.

Writ returned: Served the within subpoena in divorce on the respondent personally, on the 15th day of August, 1921, by delivering to him a true and attested copy of the same, and making known to him the contents thereof, as appears from affidavit as above. So answers,
James A. Snodgrass, Shff.

And now, Oct. 8, 1921, On motion in open Court, Arthur L. Knapp, Esq., is appointed Master in this case.
(See paper filed) (Signed) Thos. J. Prather, P.J.
Same day, Commission issued.
Nov. 17, 1921, Testimony and report of Master filed.
On Argument List for Nov Term, 1921, No. 27.
Dec. 8, 1921. After due consideration, a divorce is decreed as prayed, at cost of respondent, and the custody of the child, Sarah Emma Willoughby, is awarded to libellant. Per Curiam.

And now, to wit: Dec. 8, A.D. 1921 this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed that the said Florence Willoughby be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Florence Willoughby the libellant, and the said Carl Willoughby the respondent and that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent, at any time heretofore in pursuance of said marriage, shall cease and determine; and the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married.
And it is further ordered that the custody of the child Sarah Emma Willoughby, be and the same is hereby awarded to the said libellant, Florence Willoughby. Per Curiam. (See paper filed)

Leland J. Coulbertson 117	Preston P. Henry, Assignee of Frank A. Ward, vs. Trace L. Braymer and Pearl I. Braymer, mortgagors and real owners and Mike Bostanzo, terre tenant Issued Aug. 15, 1921. Tax + writ (atty pd) # 2.25 Rec. Miller .50 Shff. Snodgrass 4.60	Scire Facias sur Mortgage recorded in Mortgage Book Volume 114, page 175; Returnable to next term. Aug. 15, 1921 Affidavit as to title to land filed. Writ returned: And now, August 16, 1921, served the within writ on the within named defendants, Trace L. Braymer and Pearl I. Braymer and Mike Bostanzo, by handing to each one personally a true and attested copy and by informing them of the contents thereof. So answers, James A. Snodgrass, Shff.

SEPTEMBER TERM, 1921

Otto Kohler

118

D. H. McConnell
Albert L. Thomas
Aug. 25, 1921.

John Francis Drooney, by his father and next friend J. J. Drooney,
vs.
M. M. McKim and
Sara B McKim
Issued Aug. 16, 1921

Tax & writ (Atty paid) #	2.00
Shff. Snodgrass	6.30
Pro. Greeley	1.25
Atty	3.00

Summons in Trespass; Returnable to first Monday of September next.

Writ returned, Aug. 16, 1921, served the within writ on the within named defendants, M. M. McKim and Sara B McKim, by handing to each one personally a true and attested copy thereof, at Exposition Park, Bonneauk Lake, Pa.

So answers James A. Snodgrass,
Sheriff.

And now, February 5, 1923. On motion in open Court, Non Pros. is granted for want of a statement of claim within fifteen months, etc. Per Curiam

(See paper filed)

Judgment
W. L. Greeley, Pro

D. pages 95-95.

George Frank Brown
119

W.J.S. W. J. Sirdevan
for Garnishee

John L Connell
vs.
R W. Hartzup
defendant, and
Geo W. Swander,
garnishee.
Issued, Aug. 16, 1921.

	#
Tax Writ	2.50
Shff Snodgrass, Fi Fa	30.00
Pro's on Fi Fa	1.05
Pro's Greeby since	

Of No. 345 May Term, 1921.
Attachment Execution,
Returnable to next term.
To attach all and singular the goods and chattels, rights and credits, moneys and property of the defendant in whose hands the same may be, and especially in the hands of Geo. W. Swander, and summon them as garnishees.
Writ returned:- Aug. 16, 1921. Attached as herein commanded, moneys, credits, rights and chattels of the within named defendants and Garnishee, George W. Swander, and summoned him to appear as herein commanded, and served a true and attested copy, by handing him personally at his place of business in Titusville, Pa., Sept. 12, 1921, As to dependent R. W. Hartzup, I make return of "Nihil habent". So answers.

James A. Snodgrass, Sheriff.

Nov. 10, 1921. W. J. Sirdevan, Esq., appears for George Swander, Garnishee above named. (See paper filed)

SEPTEMBER TERM, 1921

Otto Kohler

120

John O'Malley jr Clerk
9-9-21

April 25/1924 Rec'd of Otto Kohler Atty Fourteen and 60/100 Dollars Sheff & Procty Costs.
V. L. Greeley, Pro

Apr. 25-1924
Rec'd of Pro Greeley
Three Dollars & 70/100
in coin
Jas A Snodgrass

✓ Normandie Shirt Co.,
a corporation,
vs.
Bassins Smith,
trading under the name
of Smith Brothers
Issued Aug. 16, 1921.

	$
Tax & writ (paid by atty	2.00
Sheff Snodgrass	3.10
Pro. Greeley	11.50
Comr. Chas A. Davidson, atty	3.00

Summons in Assumpsit, Returnable to first Monday of Sept. next
Aug. 16, 1921. Statement of claim filed
Writ returned: August 16, 1921, served the within writ on the within named defendant Bassins L. Smith, by handing a true and attested copy thereof together with a certified copy of plaintiffs Statement of claim, to H. G. Smith of the firm of Smith Brothers at their office in the City of Meadville, Pa.
So answers James A. Snodgrass, Sheriff.
Aug. 24, 1921, Affidavit of defence filed, and service accepted by Plff's. Atty.
On Trial List for 1st Monday of Jan. 1922, No. 4
Dec. 27, 1921, continued by consent.
On Trial List for 1st Monday of March, 1922, No. 30
Feb. 27, 1922, continued by consent
And now, Oct. 12, 1922, Plaintiff by Attorney enters a rule to take the testimony of Samuel Horch, Charles Rosenthal, Mrs. Rose Abramowitz, and other witnesses to be examined before Charles A. Davidson, a Notary Public, 60 Wall Steet, New York upon interrogatories filed to be read in evidence on part of the plaintiff on trial of this case. (See paper filed)
Same day, Interrogatories filed.
Same day, Service of Rule by copy accepted by Dfts. atty.
Oct. 18, 1922 Exceptions by Deft to Interrogatories filed
Same day, Cross-interrogatories filed & service accepted by Plff's. Atty.
Oct. 24, 1922, Commission issued.
On Fall Trial List, 1922, No. 29. Nov. 27, 1922, continued by consent.
On Trial List for 2d Monday of Jan. 1923, No. 23.
Jan. 2, 1923. continued by consent
On Trial List for 4th Monday of March, 1923, No. 26.
March 5, 1923. continued by consent of counsel.
On Trial List for 4th Monday of Oct., 1923, No. 23.
Oct. 15, 1923. continued on application of defendant.
On Trial List for 1st Monday of Jan. 1924, No. 20. Jan. 7, 1924, Cont'd by consent.
Now, Apr. 25, 1924, this case settled.
Otto Kohler
Atty for Plff.

O. Clare Kent 8/17/21 (1921)	W. H. Glancy vs J. O. Randolph Entered Aug. 17, 1921 Tax & entry (Atty pd) 1.50 Costs on Trans. 13.20	Appeal by Dft. from Judgment of A. L. Boynton, Aldermah.

Otto Kohler

122

Albert L. Thomas for Plff. D.36

Thomas & Thomas for Girard Fire and Marine Insurance Co. & Pilster, Jackson & Starr, agents; Garnishees

Sept. 2, 1921.

Sept 30 1921 Rec'd of Defts atty Nineteen and 05/100 Dollars costs
V. L. Greeley, Pro

Sept 30 1921
Rec'd of Pro Godley
Fourteen & 80/100
my costs
Jas A Sundgrass Sheriff

Received, Oct. 17, 1921. Three ^{00} Dollars, my costs.
Otto Kohler

Nov. 7, 1921, Leave granted to withdraw Plffs. bond in this case from the files.
Per Curiam
(See paper filed)

December 3, 1921.
Received bond as per above motion.
Otto Kohler, Atty

Sinclair, O'Rourke, Bone Co., a corporation

vs

Gertrude Coffey.

Issued Aug. 17, 1921.

#

Tax & Prots. (Atty fee)	3.00
Shff Snodgrass,	14.80
Pro. Greeley-pence	1.25

Attachment; returnable to first Monday of September next.

To attach the defendant of all moneys, interest, rights of action and evidence of debt due her in the hands of the Girard Fire and Marine Insurance Co. of Philadelphia, - Gelvin, Jackson & Starr, agents; Birmingham Fire Insurance Co of Pittsburgh, and United States Underwriters Insurance Co. of Pittsburgh, - Elizabeth J. Bender, agent.

Aug. 17, 1921, Affidavit of cause of action filed.

Aug. 17, 1921 Bond of plaintiff with Fidelity and Deposit Company of Maryland as surety, in the sum of $1042.22, filed.

Aug. 30, 1921, Statement of claim filed.

Writ rec'd: Aug. 17, 1921. Served the within writ on the within named Gertrude Coffey, by handing a true and attested copy to an adult member of her family at the dwelling house on Randolph Street, as to Selvin, Jackson & Starr, by handing a true and attested copy to W. W. Selvin at his office in Trust Company building, and Elizabeth J. Bender, Pard Agent, agent Underwriters Company of Pittsburgh, by handing her a true and attested copy thereof; and at same time attaching moneys, interest, rights, titles and credits in possession of above named garnishees. So answers James A. Snodgrass, Sheriff.

Now, Sept. 12, 1921, On motion in open Court, leave granted Albert L. Thomas, Esq., to appear for defendant de bene esse, "for the purpose of making motion to set aside the proceedings in this case for irregularities appearing of record." Per Curiam (See paper filed)

Sept. 14, 1921. Statement of Claim filed

And now, Sept. 22, 1921, the attachment served on Birmingham Fire Ins. Co. of Pittsburgh and Underwriters United States Underwriters Ins. Co. of Pittsburgh, Elizabeth J. Bender Agent, is hereby released.
Otto Kohler Atty for Plff.

Now Sept. 28, 1921, the attachment in this case served on Girard Fire and Marine Insurance Co. of Philadelphia - Gelvin, Jackson and Starr, agents, is hereby released.
Otto Kohler Atty for Sinclair, O'Rourke Bone Co., a corporation.

Now, Sept. 29, 1921, having rec'd of Girard Fire and Marine Ins. Co. Pa. draft to order of Gertrude Coffey the sum of $713.45 as shown on record at No 122 Sept Te. 1921, in full settlement of Plaintiffs against garnishee,
Albert L. Thomas
Atty for Plff.

Otto Kohler

123

Aug 31-1921 Rec'd $ for Greely Three Thirty 3.30 my costs Jas A. Snodgrass Shff

Pittsburgh Gage and Supply Co., a corporation,

vs.

Meadville Wrench Co., a corporation.

Issued, Aug 19, 1921,

		#
Jay twrit (Atty paid)		2.00
Shff. Snodgrass		3.30
Atty		3.00
Pro Sy	8-30-21, paid	1.00

Summons in Assumpsit Returnable to first Monday of September next Aug. 19, 1921. Statement of Claim filed, and copy certified to Sheriff.

Writ returned: Aug. 20, 1921, served the within summons on the Meadville Wrench Company, by handing personally to H. W. Barrett, Secretary of the above company, a true and attested copy, together with a certified copy of plaintiffs statement of claim at their place of business in the City of Meadville, Pa.

So answers James A. Snodgrass, Shff.

Now. Aug. 30. 1921, this cause settled.

Otto Kohler

Atty

124

William Houck
vs
C. J. Eckert
Entered Aug. 20, 1921
Pro. Greeley (paid by Pff) 2.25

Of No 291 May Term, 1917.
Amicable Scire Facias on Judgment.

It is agreed That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued served personally on the defendant by the Sheriff of said County and duly so returned; and that a judgment be entered thereon in favor of the Plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Three hundred fifty Dollars, with interest from October 3, 1921

Debt # 350.00
Int. from Oct. 3, 1921

E. p. 47.

Judgment.
V. L. Greeley, Prothy.

Sept. 13, 1926 Amicable Sci. Fa. to No. 1 Nov. Term, 1926

J. A. Northam
12.5
Ott A Stob

M. Bacharach
vs.
Thomas J. McNichols
Issued Aug. 22, 1921

	#
Jay t writ (paid by Plff)	3.00
Shff Snodgrass,	3.40
Pro Greely since	3.00
atty	3.00

Replevin for 4 show cases, 1 oak desk, 1 umbrella case, 1 large oak wall case, 1 cash register, 1 paper rack, lot of cigars, tobacco cigarettes, smokers supplies, candy, and all other personal property belonging to the Lafayette Cigar Stand, being located in the southeast corner of the lobby of the Lafayette Hotel, Meadville, Pa.; of the value of #1500.00;

Returnable to next term

Aug. 22, 1921, Affidavit as to value of property filed

Aug. 22, 1921, Bond of plaintiff, with J. N. Frisk as surety, in the sum of #3000.00, approved and filed.

Writ returned:- Served the within writ at Meadville, Pa., Aug. 22, 1921, at 9 o'clock P. M. by taking possession of the goods and chattels mentioned herein, and by handing to Thomas J. McNichols, the defendant, a true and attested copy of this writ, personally, in whose possession I found said goods and chattels; and I retained possession of said goods and chattels for more than 72 hours thereafter; the defendant having filed no claim-property bond at the expiration of said 72 hours I delivered the goods and chattels mentioned herein, to M. Bacharach, the plaintiff in this writ. So answers, James A. Snodgrass, Sheriff.

Now Oct 31st 1921. I hereby confess judgment in favor of Plaintiff for the goods mentioned in the writ of Replevin as above and release all claim on the bond filed by plaintiff. The Plaintiff to pay all costs.

Ott A Stob Atty for Defts

Oct. 31, 1921

This case settled

J. A. Northam, Atty Pltff.
Ott A Stob Atty for Defts

Next Number on Page 453.

Thomas & Thomas 78	Petition of Peoples Incandescent Light Co. a Corporation, for Satisfaction of a mortgage given by Joseph C. S. Kennedy to John Bliss. recorded in Mortgage Book T. page 241.	No. 78 Feb. Term 1921. Continued from page 78. and showing cause has elapsed, and the court being satisfied of the truth of the allegations of the petition, it is now ordered, adjudged and decreed that the prayer of the petition be granted, and that satisfaction shall be entered by the Recorder of Deeds of this County on the record of the said mortgage given by Joseph C. S. Kennedy to John Bliss dated October 22, 1847, recorded in Mortgage Book T. page 241, on payment of the costs relative to the entry of satisfaction of said mortgage, or any proceedings thereon, and upon presentation of the certified copy of this decree to said Recorder to be filed by him of record, and it is further ordered, adjudged and decreed that the satisfaction so entered shall forever thereafter discharge, release and defeat the mortgage, and shall likewise bar any and all actions brought or to be brought thereon as fully and effectually, to all intents and purposes, as if the satisfaction of said mortgage had been noted by the legal holder or holders of said mortgage. (See paper filed.) Per Curiam.

Leland J. Culbertson
3.

Petition of George C. Marsh for satisfaction of an old mortgage given by Edward Lewis to Green Lyon, Admr. of Alanson Lyon deed and assigned to Aaron L. Lee.

No. 3. Feb. Term 1921.

Continued from page 3.

be entered according to the prayer of the petitioner, and that the time for filing such answer and showing cause has elapsed, and the Court being satisfied of the truth of the allegations of the petition, it is now ordered, directed and decreed that the prayer of the petition be granted, and that satisfaction shall be entered by the Recorder of Deeds for this County on the Record of the said mortgage given by Edward Lewis to Green Lyon, Administrator of Alanson Lyon deceased and later assigned to Aaron L. Lee, dated April 15th, 1867, and recorded in Mortgage Book "M", page 83, on payment of costs, relative to the entry of satisfaction of said mortgage, or any proceeding thereon, and upon presentation of a certified copy of this decree to said Recorder of Deeds to be filed by him of record, and it is further ordered that satisfaction so entered shall forever thereafter discharge, release and defeat the mortgage and shall likewise bar any and all actions brought or to be brought thereon as fully and effectually to all intents and purposes, as if the satisfaction of said mortgage had been entered by the legal holder or holders of the said mortgage.

Per Curiam.

(See paper filed)

Geo. Eldred.

4.

Petition of Shields S. Green for Satisfaction of a mortgage given by George West and Emma West, his wife, to Erastus J. Carter.

No. 4. Feb. Term 1921.

Continued from page 4.

and Emma West, his wife, to Erastus J. Carter, dated May 8th, A.D. 1865, and recorded in the Office of the Recorder of Deeds in and for the county of Crawford in Mortgage Book, "L," page 118, for One Thousand Six Hundred and Eighty Dollars, upon Lot's No. 15 and 16 of Titus Estate Addition to Titusville, on payment of the costs due relative to the entry of said satisfaction of said mortgage or any proceeding thereon, and upon presentation of a certified copy of the petition and decree in said case to be filed by said Recorder of Record. Which said satisfaction so entered and filing of said record shall forever thereafter defeat, release, and discharge said mortgage and shall likewise bar all actions brought or to be brought thereon as fully and effectually to all intents and purposes as if the satisfaction had been entered by the legal holder or holders of said mortgage. (See paper filed) Per Curiam.

J. Berry Eckels

126

Sears, Roebuck & Co.
a corporation,
vs.
Thomas Robinson &
Robert Ransom
Issued Aug. 23, 1921.

Tax & writ 8-30-21 # paid 3.00
Shiff Snodgrass 15.40

Replevin for 1 Beckwith Style 50 Mahogany Player Piano, 1 Bench, 1 Scarf, 1 instruction book, 1 cabinet 20 rolls of music - of the value of $595.04; Returnable to next term.

Aug. 23, 1921. Affidavit as to value of property filed.

Aug. 23, 1921. Bond of Plff., with the Fidelity & Casualty Company of New York as surety, in the sum of Twelve hundred Dollars approved and filed.

Writ returned: Aug. 22, 1921, did as herein commanded, and defendants gave up the within named articles, and the same were shipped to the plaintiff, as defendants would not give the counter bond within the seventy-two hours. So answers,

James A. Snodgrass, Sheriff.

Sept. 27, 1921 The above case settled and discontinued of record.

J. Berry Eckels
Atty for Plff.

127

Linesville State Bank
vs.
Ed McGuire
Entered Aug 23, 1921
Pro. Greeley (Plff pd) # 225

Of No. 377 May Term, 1916
Amicable Scire Facias sur Judgment
It is agreed That the Prothonotary of said Court enter an amicable Scire Facias upon the above judgment with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said county, and duly so returned, and that a judgment be entered thereon in favor of the plaintiff and against the deft., with all the waivers and conditions contained in the original judgment note, for the sum of Sixteen hundred sixty-one and 36/100 Dollars, being the amount of debt, interest and costs now due on the original judgment.

Debt $1661.36
Interest from Aug 20, 1921

Mc page 117.

Judgment
V. L. Greeley, Prothy.

Nov 11 1921 Rec'd satisfaction in full debt interest and costs on the above judgment

Linsville State Bank
V. L. Bunnell Cas

128

Lmesville State Bank
vs.
Sarah L. Moore
Entered Aug. 23, 1921.
Pro. Greeley (Plff. pd) # 2.25

Of No. 378 May Term, 1916.
Amicable Scire Facias sur Judgment.
It is agreed That the Prothonotary of said Court enter an amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said county and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Two Hundred three and 60/100 Dollars, being the amount of debt, interest and costs now due on the original judgment.

Debt * 203 60
Int. from Aug. 20, 1921.
M.p. 200
Judgment
V. L. Greeley, Prothy

Feb. 7, 1926 Amicable Sci. Fa. to No. 166 Feb. Tr. 1927.

Albert L. Thomas
129
Albert L. Thomas
Thomas & Thomas for
Gelvin Jackson & Starr
Garnishees
Sept. 2, 1921.
Ja Boland att'y for
Elizabeth Bender 9/6-1921

Sept 30 1921 Rec'd
of Plff atty Twenty three
10/100 Dollars costs
V. L. Greeley Pro

Sept 30-1921
Rec'd of Pro Greeley
twenty dollars 10/100
in full
Jas A Snodgrass Sheriff

Mary Coffey
vs
Gertrude D. Coffey,
Defendant, and
Gelvin, Jackson and
Starr, and Elizabeth
Bender, Garnishees.
Issued Aug. 24, 1921

	#
Tax & writ	2.50
Shff. Snodgrass	20.10
Pro. Greeley	.50
Atty	3.00

Of No. 402 May Term, 1921.
Attachment Execution
Returnable to next term.
To attach the goods, chattels, moneys and credits of the defendant in the hands of Gelvin, Jackson & Starr and in the hands of Elizabeth Bender.
Writ returned: September 12, 1921. — On August 24, 1921, served this writ on Gertrude D. Coffey, by handing a true and attested copy to an adult member of her family at her dwelling house As to Gelvin, Jackson and Starr, by handing W. W. Gelvin a true and attested copy, and summoned him to appear as herein Commanded; As to Elizabeth Bender by handing her personally a true and attested copy, and summoned her to appear as herein commanded. So answers James A. Snodgrass, Sheriff.

Now, Sept. 28, 1921. Recd of Girard Fire and Marine Insurance Co. draft to order of Gertrude Coffey, in the amount of $713.45, in full settlement of claim against garnishee in above case.
Albert L. Thomas
Atty for Plff and Deft

Otto Kohler
130
John O McClintock
Walter Jno McClintock
9-9-21
V. L. G.

A. J. Armstrong Co., Inc
vs.
Bassins Smith, trading
as Smith Brothers
Issued Aug. 26, 1919

aug 27 1921 #
Tax & writ paid 2.00
Shff Snodgrass 3.10
Pro Greeley, 3.00
atty 3.00

Summons in Assumpsit, Returnable to First Monday of September next.
Aug. 27, 1921 Statement of claim filed and copy certified to Sheriff.
Writ returned: Aug. 27, 1921, served the within summons on the within-named Bassins Smith, by handing him personally a true and attested copy and later, same day, by handing a true certified copy of plaintiffs Statement of Claim. So answers James A. Snodgrass, Shff.
Sept. 12, 1921 Affidavit of defense filed.
Now, Sept. 16, 1921, comes Plaintiff by Attorney and enters a rule to show cause why judgment should not be entered against Deft., for want of a sufficient affidavit of defense.
(See Rule Doc. 12, page 554)
On Argt. List for Sept. Term, 1921, No. 7

April 25 1924 Recd of Otto Kohler atty Six and ten/100 Dollars Shff and Pro's costs
V. L. Greeley Pro

June 25 1924
Recd of Pro Greeley Three Dollars & 70/100 in full of costs
Jas A. Snodgrass

Sept. 29, 1921, Argued by Atty.
Now, Nov. 7, 1921, rule for judgment for want of a sufficient affidavit of defense discharged. Per Curiam. (See opinion of Court filed)
Town. Apr. 25. 1924 this case settled.
Otto Kohler
Atty for Defs.

Otto Kohler

131.

John O McCormick
Bracey Jno McCormick
4-9-21

The J. & B. Bing Company
a corporation,

vs.

Cassius Smith, trading
as Smith Brothers
Issued Aug. 26, 1921

	8-27-21	#
Tax & writ	paid	2.00
Shff Snodgrass		3.10
Pro. Greeley		5.00
~~Comr. Edgar M. Powers~~		—
Pro. Greeley for County		7.75
Comr. Hicks (use of Plff)		15.00
Atty		3.00

Summons in Assumpsit Returnable to First Monday of September next.

Aug. 27, 1921, Statement of claim filed and copy certified to Sheriff.

Writ returned: August 27, 1921, served the within summons on the within named Cassius Smith, by handing him personally a true and attested copy and later by handing a true certified copy of plaintiffs statement of claim, at his place of business, Chestnut Street, Meadville, Pa.

So answers, James A. Snodgrass, Sheriff

Sept. 12, 1921. Affidavit of defense filed

Now, Sept. 16, 1921, comes plaintiff by attorney and enters a rule on Deft. to show cause why judgment should not be entered for want of a sufficient affidavit of defense. (See Rule Doc 12, page 555)

On Argt. List for Sept. Term, 1921, No 6

Received from Otto Kohler Atty for Plff $15.85 being costs of Shff Snodgrass — 3.10
Pro. costs — 12.75
Oct. 10/28 V. L. Greeley Pro

Sept. 29, 1921. Argued by Atty.

Now, Nov. 7, 1921, rule for judgment for want of a sufficient affidavit of defense discharged. Per Curiam. (See opinion of Court filed)

And now, Oct. 13, 1922, comes Otto Kohler, Esq., Attorney for plaintiff, and enters a rule to take the testimony of Sidney Bing, Lawrence Bing and other witnesses to be examined before Edgar M. Powers, Esq., a Notary Public at his office Room 65, Wiggins Block, No. 7 East 5th Street, Cincinnati, O. upon interrogatories filed, to be read in evidence on part of the plaintiff on trial of the above stated case. (See paper filed)

Same day, Interrogatories filed, and service of same and rule accepted by Defts. attorney.

Oct. 18, 1922, Exceptions by Deft. to interrogatories filed.

Same day, Cross-interrogatories filed, & service accepted by Defts atty.

Oct. 24, 1922, Commission issued.

And now, Oct. 16, 1924 Leave granted plaintiff to withdraw its rule for depositions with interrogatories and to enter a new rule. Per Curiam. (See paper filed)

And now, Nov. 24, 1924, Plaintiff by Attorney enters a rule for a commission to be issued to Edgar M. Powers, Esq., a Notary Public, at his office Room 65, Wiggins Block No. 7 East 5th Street, Cincinnati, Ohio to take the testimony of Sidney Bing and Lawrence Bing, witnesses upon interrogatories filed. (See paper filed)

Nov. 24, 1924. Interrogatories filed, and service of rule and interrogatories accepted by Defts. attys.

Dec. 3, 1924 Exceptions to Plffs interrogatories filed.

Dec. 3, 1924 Cross-Interrogatories filed.

Dec. 22, 1924, Commission to Edgar M Powers, Esq., issued.

And now, Dec. 6, 1926, On motion in open Court, the commission issued Dec. 22, 1924, to Edgar M. Powers, Esq. is annulled, and Ray Hicks, Esq., Notary Public at Room 417 Blymyer Building 514 Main St. Cincinnati, Ohio, is substituted in his place. Per Curiam. (See paper filed)

Same day, Commission issued to Ray Hicks, Esq.

Now, Oct. 10, 1928, this case settled.

Otto Kohler
Atty for Plff.

Record continued on p 551.

O. Clare Kent

132

Thomas + Thomas
Sept. 8, 1921.

The Westinghouse Company
vs
C. A. Klumph and
John Lang
Issued Aug. 27, 1921

Jay + Pros. (Plff. paid)	3.00
Shff. Snodgrass	--
Coroner Byham,	46.30
Pro. Greeley	5.25
Jury fee	4.00
Shff. Snodgrass, on Plff. sub.	5.00
Atty - Plff's atty	3.00
Plff's Bill of Costs	23.14
Pro. Greeley since	2.00
Atty - Defts. atty	3.00
Defts. Bill of Costs	32.95

Replevin for One No. 3 Westinghouse Thresher, 20 foot paddle stacker, bagger and regular seives, Shop No. 7668, together with all tools, belts, parts and appurtenances thereunto belonging, of the value of Six hundred and fifty Dollars;
Returnable to next term.

Aug. 27, 1921 Affidavit as to value of property filed

Aug. 27, 1921 Bond of Plaintiff with W. J. Bees as surety, in the sum of $1,300.00, approved and filed.

(a) Writ returned:- And now Aug. 28, 1921, I, James A. Snodgrass, Sheriff, give this writ to Coroner W. E. Byham to serve, as I have already, according to law, sold all rights, titles and interest in the within named articles on Fi Fa No. 318 Et al Sept. Term.
So answers, James A. Snodgrass Sheriff

(b) Replevied as within commanded, the within mentioned property, to wit: One No. 3 Westinghouse thresher, 20 foot saddle stacker, bagger and regular seives, shop No. 7668, together with all tools, belts, parts and appurtenances thereunto belonging, on Tuesday the 30th day of August, A.D. 1921, at 10:40 o'clock A.M., and summoned the defendant, C. A. Klumph by handing a true and attested copy of the within writ at his place of residence in Conneaut Township, Crawford Co., Pennsylvania, to an adult member of the family with which he resides, at 11 o'clock A.M. on Aug. 30, 1921, and by making known the contents thereof. And as to John Lang, by handing him personally a true and attested copy thereof, and summoned him to appear as herein commanded, at 9:30 o'clock A.M. Aug. 30, 1921. Also informing each of the contents thereof, and the property so replevied delivered to the plaintiff Sept. 3, 1921, after waiting 72 hours and past, no bond having been given.
So answers, W. E. Byham, Coroner.

Oct. 21, 1921. Plaintiffs statement of claim filed, and service accepted by Defts. attorneys.

Oct. 27, 1921. Affidavit of defense filed.

On Trial List for 1st Monday of Jany, 1922, No. 6.

And now, Jan. 4, 1922 Jury called and sworn as follows: 1 B. F. Miller, 2 James Stewart, 3 Wm. H. Charlton, 4 Clinton McNamara, 5 S. J. Cook, 6 Luther Davis, 7 J. R. Bolton, 8 Thos. J. Charlton, 9 David Ward, 10 A. J. Duchanois, 11 E. B. Whiting, 12 E. Lee Schanck: twelve good and lawful men who upon their solemn oaths which they have taken, say Jan. 5, 1922, they find for the plaintiff for the machine in question, and that the defts be awarded Sixty-one dollars for the items purched later: to wit, 80' 6" rubber belt, $52.00; 25' 2" belt, $4.50; 2 metal measures at $1.25, $2.50; 1 spirit level, $2.00; Total, $61.00 K.p. 128; L.p. 67; Corp. p. 111.

Jan. 5, 1922, Plaintiffs and defendants points filed.

Record continued on page 539.

Jan 7 1922 Rec'd of Plff by atty Four Dollars Jury fee
O. L. Greeley Pro

Feby 1 1923 Rec'd of Pro Greeley Forty Six and 50/100 my costs
W. E. Byham Coro

Aug 20-1923
Rec'd of Pro Greeley Ten dollars my costs
Jas A. Snodgrass

J. A. Boland
133

L. A. Marcy
vs
Julia A. Wing
Issued Sept. 1, 1921

	#
Jay twist (Atty pd)	2.25
Rec. Miller	.50
Shff. Snodgrass	5.40
Geo. Greeley	2.50
Atty	3.00
Pro. to. magn	.50
	14.15

Sci. Fa. sur Mortgage recorded in Mortgage Book No. 56, page 470.
Returnable to first Monday of Oct next
Sept. 1, 1921. Affidavit as to title of land filed.
Writ returned:- And now, Sept. 7, 1921, served the within writ on the within named Julia A. Wing, by handing her personally a true and attested copy thereof, and summoned her to appear as herein commanded, also by informing her of the contents thereof. So answers, James A. Snodgrass, Shff.
And now, Oct. 17, 1921, On motion of plaintiffs, judgment entered against defendant for want of an appearance, and liquidated at the sum of Five hundred Forty Dollars and Forty-eight Cents. (See Rule Doc. 12, page 556)

	#
Debt	540.48
Int. from Oct. 17, 1921	
W. P. 240	Judgment

V. A. Greeley, Prothy.

Aug. 30-1926. Comm. J. A. Boland and F. C. Boland attorneys for Ida A. Marcy Executrix and suggests the death of L. A. Marcy and the fact that Ida A. Marcy was duly appointed and qualified and is now Executrix of Estate of L. A. Marcy deceased
J. A. Boland & F. C. Boland

Sept. 1, 1926. Sci. Fa. to No. 105 Sep. Term, 1926
May 23, 1931. Levi Fac. to No. 20 Sep. Tr. 1931.
For Rule to open judgt. see No. 105 Sept. Term, 1926.

Thomas & Thomas
134

A. D. Hintz
vs
A. J. Morse
Entered Sept. 1, 1921.

		#
Tax & Pro. Fs. (pltff. pd)		3.00
Atty		3.00

Amicable Action and Confession of Judgment for the premises, to wit, one room situate in the Fourth Ward of the City of Meadville, Pennsylvania, known as No. 31 Mead Avenue, which premises were demised by the said A.D. Hintz to the said A. J. Morse, by lease dated April 4, 1921.

"It is hereby agreed that the above action be entered as if a summons had been regularly issued out of said Court at the suit of the plaintiff against the defendant, on a certain lease hereunto annexed and had been duly served and so returned by the Sheriff; and that judgment be entered therein for plaintiff.

"This judgment in ejectment for said premises, is entered by virtue of the default of the said Tenant A. J. Morse, in the non-performance of his agreement to pay the rent in said lease mentioned, as the same fell due, according to the terms of said lease, but permitting the same to be in arrears and unpaid, whereby the said lease has absolutely ceased and determined, which absolute ceasing and determination of the said lease, the said lessor hereby declares and avers."

(Signed) Thomas & Thomas,
Attorneys for Plaintiff.
Thomas & Thomas
Attorneys for Defendant A. J. Morse,
by virtue of authority in said lease.

Sept. 1, 1921, Amicable Action and Confession of Judgment, with affidavit of plaintiff and original lease attached, filed.

Judgment
V. L. Greeley, Prothy

M. page 233.
Hab. Fac. Poss. with clause of Fi. Fa. to No. 93 Sept. Term, 1921.

SEPTEMBER TERM, 1921

George Eldred 135	Florence Marie Baugher vs Leon H. Baugher Issued Sept. 2, 1921. Tax & writ (Atty fee) 2.00 M. B. Ashley, Con. Sub. (Paid) 2.00	Subpoena in Divorce and for custody of Evelyn Baugher, infant daughter of the parties; Returnable to first Monday of October next. And now, Sept. 2, 1921, Subpoena awarded, returnable to first Monday of Oct. next. By Hon. Thos. J. Grather, P.J. Subpoena returned: Oct Sept. 8, 1921, in Crawford County, Pa., served the within subpoena upon the respondent Leon H. Baugher, by handing a true and attested copy thereof to him personally, and making known to him the contents thereof. So answers M. B. Ashley, Constable.

W. J. Sirdevan
136

Frank Jacobs
vs.
Truvha Jacobs
Issued Sept. 2, 1921.

	#
Tax & writ (Atty pd)	2.00
Constable (pd.)	3.00
A.R. Thompson, Master pd 5-8-22	25.00
Pris. Greeley paid	7.35
Atty.	3.00

Subpoena in Divorce, Returnable to the First Monday of October next.

And now, Sept. 2, 1921, Subpoena awarded, Returnable First Monday October, 1921. (Sgd) Thos. J. Brather, P.J.

Writ returned:- Personally served the within subpoena upon Truvha Jacobs, on the 13th day of Sept, 1921, by handing her a true and attested copy thereof, and at the same time making known to her the full and entire contents of the within subpoena and exhibiting the same to her.

So answers, John P. Flanigan, Constable.

And now, May 1, 1922 A.R. Thompson, Esq. appointed Master in this case.

By Hon. Thos. J. Brather P.J.

(See paper filed) Com. issued.

May 11 1922 Testimony and report of Master filed.

On Argument List for May Term, 1922, No. 19.

June 15, 1922, After due consideration, a divorce is decreed as prayed.

Per Curiam.

And now, to-wit: June 15, 1922 this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record and it appearing to the Court that the causes set forth in said libel are true it is by the Court ordered and adjudged and decreed, That the said Frank Jacobs be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him the said Frank Jacobs, the libellant and the said Truvha Jacobs the respondent; and that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent, at any time heretofore in pursuance of said marriage shall cease and determine; And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married.

See paper filed Per Curiam

W. J. Sirdevan
137

Feb 13 1922 Rec'd of Pff by atty Nineteen and 0 5/100 Dollars Shff & Pro costs
V. L. Greeley Pro

Feby 13-1922
Rec'd of Pro Greeley Nine Dollars Seventy cents in my costs
Jas A. Snodgrass

Berton Albert Moore
vs
Sophia Ezona Moore
Issued Sept. 2, 1921

Jax & writ (Atty fee)	2.00
Shff. Snodgrass	$1.60
Shff. Snodgrass, on alias	1.60
Shff. Snodgrass on Proc.	6.50
Geo. Eldred, Master,	25.00
Pro. Greeley	9.35
Atty	3.00

Subpoena in Divorce; Returnable to First Monday of October next.

And now, Sept. 2, 1921, Subpoena awarded, Returnable 1st Monday of October, 1921. (Signed) Thos. J. Prather, P.J.

Writ returned:- Oct. 3, 1921, as to the within named respondent, Sophia Ezona Moore, I return not found in my bailiwick. So answers, James A. Snodgrass, Shff.

Oct. 12, 1921. Alias subpoena in divorce issued, returnable to next term.

Alias subpoena returned: Nov. 14, 1921, the within named respondent, Sophia Ezona Mooze was not found in my bailiwick.

So answers James A. Snodgrass, Shff

Nov. 19, 1921, Order issued for publication of Sheriffs proclamation, returnable to first Monday of January next.

And now, Jan. 2, 1922, I have made proclamation in the above entitled case according to law, and caused the same to be published in the Cochranton Times, a newspaper printed within my bailiwick, for four weeks successively prior to return day thereof, as per copy of said proclamation and proof of publication thereto attached. So answers,

James A. Snodgrass, Sheriff.

And now, January 2, 1922. On motion in open Court, Geo. Eldred, Esq., is appointed in this case, to take the testimony of the libellant and his witnesses, and make report to the Court, as required by law. (See paper filed) Com. issued By Hon Thos. J. Prather, P.J.

Feby 7 1922 Testimony on part of Libellant and the report of Master filed.

On Arg. List for Feb. Term, 1922, No. 28

March 20, 1922, After due consideration, a divorce is decreed as prayed. Per Curiam.

Decree:- And now, to wit, March 20th 1922, this cause came on to be heard on libel, subpoena, subsequent proceedings and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed;

That the said Berton Albert Moore be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him the said Berton Albert Moore the libellant, and the said Sophia Ezona Moore, the respondent; and that thereupon all and every the duties rights and claims accruing to either the said libellant or the said respondent, at any time heretofore in pursuance of said marriage, shall cease and determine.

And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married. Per Curiam.

(See paper filed)

J Perry Eckels
138

Nov 11 1921 Rec'd of Shff $4 atty Twenty two and 85/100 Dollars Shff + Powtny Costs
V. L. Greeley Pay

Feby 18-1922 Rec'd of Jno Greeley Fifteen Dollars & fifty cents in my costs
Jas A. Snodgrass

Martha Ross Nelson
vs.
F. Smith Nelson
Issued Sept. 2, 1921

	#
Tax + writ (Atty pd)	2.00
Shff, Snodgrass,	$15.50
Werley B. Best, Master (paid)	25.00
Geo. Greeley	7.35
Atty	3.00

Subpoena in Divorce and that the libellant may resume her maiden name.
And now, September 2, 1921 subpoena awarded, Returnable to First Monday of October next. (Signed) Thos J. Brather, P.J.
Writ returned:- Served the within subpoena in divorce on the respondent personally, on the 31st day of Sept. 1921, by delivering to him a true & attested copy of the same, & making known to him the contents thereof, as appears from affidavit above. So answers, James A. Snodgrass, Sheriff.
And now, Oct. 3, 1921, Werley B. Best, Esq. is appointed Master.
(See paper filed) (Signed) Thos J. Brather, P.J.
Same day, Commission issued.
Nov 18 1921. Testimony on part of Libellant and report of Master filed.
On Argument List for Nov. Term, 1921, No. 28
Dec. 8, 1921 After due consideration, a divorce is decreed as prayed, at the cost of respondent; and libellant is permitted to assume the name of Martha Ross, her maiden name. Per Curiam.

And now, to wit: Dec. 8, A.D. 1921 this cause came on to be heard on libel subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed. That the said Martha Ross Nelson be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Martha Ross Nelson, the libellant, and the said F. Smith Nelson the respondent; and that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent, at any time heretofore in pursuance of said marriage, shall cease and determine; And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married. And it is further ordered that the said libellant be and she is hereby permitted to re-assume the name of Martha Ross, her maiden name.
Per Curiam (See paper filed)

Leland J. Culbertson
139

April 5 1922 Rec'd of Pff by atty Seventeen and 75/100 Dollars Shff + Pros costs
V. L. Greeley Pro

April 7 1922 Reed of Pro Greeley Ten and 40/100 Dollars my costs
Jas A. Snodgrass

Emma E. Clinefelter
vs.
Jean E. Clinefelter
Issued Sept. 2, 1921

Jas Swirk (Atty fd)	2.00
Shff. Snodgrass	$10.40
John Schuler, Master, paid	25.00
Pro. Greeley	7.35
Atty	3.00

Subpoena in Divorce and for custody of child Lawrence E. Clinefelter.

And now, Sept. 2, 1921, Subpoena awarded, Returnable to first Monday of October, 1921. (Signed) Thos. J. Grather, P. J.

Writ returned:- Served the within subpoena in divorce on the respondent personally, on the 23rd day of Sept. 1921, by delivering to him a true and attested copy of the same, and making known to him the contents thereof, as appears from affadivit as above.

So answers, James A. Snodgrass, Shff.

And now, January 9, 1922, On motion in open Court, John Schuler, Esq., is appointed Master in above case, to take testimony and report. By Hon. Thos. J. Grather, P.J.

(See paper filed) Commission issued.

Feb. 8, 1922. Testimony and report of Master filed.

On Argument List for Feby Term, 1922, No. 24.

March 20, 1922. After due consideration, a divorce is decreed as prayed, at the cost of respondent. And the custody of the child Lawrence E. Clinefelter, is awarded to libellant.

Per Curiam.

Decree:- And now, to-wit, March 20, A.D. 1922, this cause came on to be heard on libel, subpoena, subsequent proceedings and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed;

That the said Emma E. Clinefelter be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Emma E. Clinefelter, the libellant, and the said Jean E. Clinefelter, the respondent; and that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent, at any time heretofore in pursuance of said marriage, shall cease and determine;

And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married.

And it is further ordered that the custody of the child, Lawrence E. Clinefelter, be and the same is hereby awarded to the said Emma E. Clinefelter, the libellant.

(See paper filed) Per Curiam.

W. J. Sirdevan
140
Geo Frank Brown

Salvatore Digraci
vs
Marie Digraci
Issued Sept. 3, 1921.

Tax & writ (Atty's paid)	#	2.00
M B Ashley on sub. (paid)		1.50
Pro. Greeley		11.85
Marie	paid	25.00
atty		3.00

May 22 1923 Rec'd of Pff by atty Eleven and 85/100 dollars my costs
V. L. Greeley Pro

Subpoena in Divorce
And now, August 15, 1921, Subpoena awarded, Returnable to First Monday of October, 1921. (Signed) Thos. J. Prather, P.J.
Subpoena petd. On the 6th day of Sept. 1921 at Plum Alley, in the City of Titusville, Pa. deponent personally served the within subpoena upon Marie Digraci by delivering to and leaving with the said Marie Digraci a true and attested copy thereof and at the same time exhibiting to her and making known to her the contents of the within original subpoena; that deponent knew her to be the respondent herein by reason of personal acquaintance with the said respondent.
So answers M. B. Ashley, Constable.
(See affidavit on subpoena)

Oct. 3, 1921, Petition of respondent for an allowance for support and for counsel fee, presented in open Court and filed. Geo. Frank Brown, Esq., appearing for Deft. (See paper filed)

Oct. 3, 1921, Rule to show cause granted and all proceedings stayed in meantime. Rule issued. (Signed) Thos. J. Prather, P.J.

Oct. 5, 1921, Service of rule admitted by Pltfs. attorney. (See paper filed)

May 8, 1922. Answer of Libellant to petition and rule for alimony and counsel fees, filed.

On Argument List for May Term, 1922, No. 10.

And now, July 31, 1922, Rule to show cause granted why rule for alimony and counsel fees should not be discharged, Returnable the 2d Monday of Sept. 1922 Per Curiam. (See paper filed)

May 7, 1923. Receipts of respondent and her atty for alimony and counsel fees in full, filed.

And now, May 7, 1923, upon consideration of the foregoing receipt and settlement, it is ordered that the rule for alimony and counsel fees herein, be and the same hereby, is discharged (See paper filed)
Per Curiam.

And now, May 7, 1923, Arthur R. Thompson, Esq., is appointed Master in this case. Per Curiam. (See paper filed) Com. issued.

May 18 1923 Testimony and Report of Master filed.

And now, May 18, 1923, The libellant enters a rule on the respondent to show cause why a decree of divorce should not be granted in this case, Returnable the 4th Monday of May, 1923, to wit, May 28, 1923. (See Rule Docket 12, page 580)

May 21, 1923 Admission of service of notice of hearing before Master, by libellants and respondents Counsel, dated May 7, 1923, filed.

May 23, 1923 Admission of service of rule for decree as of May 18, 1923 by respondents atty filed.

On Argument List for May Term, 1923, No. 13.

July 2, 1923, After due consideration, a divorce is decreed as prayed. Per Curiam.

Record continued on page 543

141	Venire for the 1st Monday of October 1921. Issued Sept. 3, 1921. Pro. Greeley $2.75	Venire to draw and summon 45 Traverse Jurors for the Court of Common Pleas to be held the first Monday of October next. Writ returned:- And now, Oct. 3, 1921, I, James A. Snodgrass Sheriff of Crawford Co., do hereby certify and make return, that I have summoned the persons whose names appear on the schedule hereto attached, to come and serve as traverse jurors at the Court of Common Pleas, to be held at Meadville in and for said County, on the first Monday of Oct. 1921, except C. D. Picker. So answers, James A. Snodgrass, Sheriff.
142	Venire for the 2d Monday of October 1921. Issued Sept. 3, 1921. Pro. Greeley #2.75	Venire to draw and summon 45 Traverse Jurors for the Court of Common Pleas to be held the Second Monday of October next. Venire returned: And now, Oct. 10, 1921, I, James A. Snodgrass, Sheriff of Crawford County, do hereby certify and make return, that I have summoned the persons whose names appear on the schedule hereto attached, to come and serve as traverse jurors, at the Court of Common Pleas to be held at Meadville, in and for said county on the Second Monday of October, 1921, except Arthur Morris and B. A. Strawbridge, who were not found in my bailiwick. So answers, James A. Snodgrass, Shff.

O. Klare Kent
143

Nov 28 1921 Recd of Pff by atty Nine and 95/100 Dollars Shff + Printing costs
V. L. Greeley Pro

Nov 28-1921
Rec'd of Pro Greeley two dollars sixty cents in cash in full 2.60
Jos A. Snodgrass Sheriff

Dec. 9" 1921 Received payment of costs in this case from Respondent.
O. Klare Kent
Attorney.

Bertha Matteson
vs.
Sheldon P. Matteson
Issued Sept. 6, 1921.

Tax + writ (paid by Atty)	2.00
Shff Snodgrass	2.60
J. A. Northam, Master (paid by Atty)	25.00
Pro Greeley	7.35
Atty	3.00

Subpoena in Divorce and for custody of the five children of the parties, to wit: Raymond, Rowena, Ruth, Dorothy and Lucinda.

And now, Sept. 6, 1921, subpoena awarded returnable to the first Monday of November next. (Signed) Thos. J. Grather, P.J.

Subpoena returned: Served the within subpoena in divorce on the respondent personally, on the 7th day of September, 1921, by delivering to him a true and attested copy of the same, and making known to him the contents thereof, as appears from affidavit as above.
So answers, James A. Snodgrass, Shff.

Now, Nov. 7, 1921, On motion in open Court, J. A. Northam, Esq. is hereby appointed Master in this case. By Hon. Thos. J. Grather, P.J.
(See paper filed) Com. issued.

Nov 15 1921 Testimony on part of Libellant and Report of Master filed
On Argument List for Nov. Term, 1921, No. 29

Dec. 8, 1921, After due consideration, a divorce is decreed as prayed, at the cost of respondent; and the custody of the children, Raymond, Rowena, Ruth, Dorothy and Lucinda, Matteson, is awarded to libellant. Per Curiam.

And now, towit: Dec. 8, A.D. 1921 this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed, That the said Bertha Matteson be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Bertha Matteson, the libellant, and the said Sheldon P. Matteson, the respondent: and that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent, at any time heretofore in pursuance of said marriage, shall cease and determine; and the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married. And it is further ordered that the custody of the children Raymond Matteson, Rowena Matteson, Ruth Matteson, Dorothy Matteson, and Lucinda Matteson, be and the same is hereby awarded to the said libellant.
Bertha Matteson.
Per Curiam
(See paper filed)

Otto Kohler 144	✓ Erie Fixture Supply Co. vs. ✓ Jay Book Electric Co., Inc. Entered Sept. 6, 1921 # Jay + Prs. Ss. (pd by Atty) 3.00 Atty 3.00	Action of Assumpsit And now, September 3, 1921, comes Jay book, President of the Jay book Electric Co., Inc., appears on part of said defendant, waives the issuing of summons on behalf of Erie Fixture Supply Company, plaintiff, with the same force and effect as if said summons had issued and been served personally on said defendant, and confesses judgment in favor of said Erie Fixture Supply Co., plaintiff, and against defendant Jay book Electric Co., Inc., for the sum of #389.10, with interest from this date and costs, subject, however, to stay of execution for forty-five days. (See paper filed) Debt #389.10 Int. from Sept. 3, 1921 Judgment V. L. Greeley, Pro. Fi Fa to No 65 Nov Term 1921

Bond p. 134.

Otto Kohler
145

Nov 17 1921 Rec'd of Pff by atty Ten and 55/100 Dollars Shff & Prothys Costs
V. L. Greeley Pro

Nov 17-1921
Rec'd of Pro Greeley three & twenty cents 3.20
my costs
Jas A Snodgrass Shff

Anna Boyersmith
vs.
Albert A. Boyersmith
Issued, Sept. 6, 1921

Tax twice (Paid by atty Sep. 9, 1921)		2.00
Shff. Snodgrass		$3.20
W. J. McClintock, Master		25.00
Pro. Greeley		7.35
Atty		3.00

Subpoena in Divorce and for custody of Harold Boyersmith and Earl Boyersmith, minor sons of the parties.

And now, Sept 6, 1921 subpoena awarded, Returnable First Monday of November, 1921.

(Signed) Thos. J. Brather, P. J.

Writ returned:- Served the within subpoena in divorce on the respondent, personally, on the 16th day of Sept. 1921, by delivering to him a true and attested copy of the same, and making known to him the contents thereof, as appears from affidavit as above.

So answers, James A. Snodgrass, Shff.

And now, Nov. 4, 1921, On motion in open Court, W. J. McClintock, Esq., is hereby appointed Master in this case, to take depositions and make report thereon. By Hon. Thos. J. Brather, P. J.

(See paper filed.) Com. issued.

Nov 17 1921 Testimony on part of Libellant and the Report of Master filed.

On Argument List for Nov. Term, 1921, No. 30.

Dec 8, 1921, After due consideration, a divorce is decreed as prayed, at the cost of respondent; and the custody of the two sons, Harold and Earl, is awarded to the libellant.

Per Curiam.

And now, to wit: Dec. 8. A.D. 1921 this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed, That the said Anna Boyersmith be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Anna Boyersmith the libellant, and the said Albert A. Boyersmith the respondent: and that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent, at any time heretofore in pursuance of said marriage, shall cease and determine; And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married. And it is further ordered that the custody of the children, Harold Boyersmith and Earl Boyersmith be and the same is hereby awarded to said libellant, Anna Boyersmith. Per Curiam (See paper filed)

Curtis L Webb

146

Wesley Best for Rule.

The Edward J. Bates Company

vs.

Elizabeth Stevenson now Elizabeth Stevenson Bares (see alias)

Issued Sept. 9, 1921

Tax & Pro. Fs. (Plff. paid)	3.00
Shff. Snodgrass	$6.60
Shff. Snodgrass on alias	6.00
Pro. Sheeley	
Shff. Kutshall on pluries	2.40
Shff. Kutshall on 2d pluries	3.40

Replevin for one Regent Piano No. 97847, bench and spread, of the value of $150.00, Returnable to first Monday of Oct. 1921

Sept. 9, 1921 Affidavit as to value of property filed.

Sept. 9, 1921 Bond of Alfred J. Bates with Walter Irving Bates as surety, in the sum of $300, Approved and filed.

Writ returned: Oct. 3, 1921. After going to 1202 S. Park ave., the home of Elizabeth Stevenson, and by handing her a true and attested copy, and by making known that the within mentioned property was replevied, and that a counter bond within 72 hours would have to be filed, or goods taken. Before the 72 hours were up, Plaintiff's Attorney advised me to hold up proceedings Sept. 10, 1921, 10 o'clock A.

So answers, James A. Snodgrass, Sheriff.

Dec. 30, 1921. Alias Replevin issued; Returnable to next term, vs. Elizabeth Stevenson Bares

Alias writ returned: And now, Sept. 11, 1922, writ returned. No goods found to replevin. So answers H.B. Kutshall, Sheriff

Oct. 10, 1922, Pluries Replevin issued, Returnable to next term, against Elizabeth Stevenson Bares

Pluries writ returned: June 18, 1923, writ returned by order of plaintiffs attorney. So answers, H.B. Kutshall, Sheriff.

June 18, 1923.- Second Pluries Replevin issued against Elizabeth Stevenson Bares, returnable to next term.

June 22, 1923 Petition of deft. to quash and set aside 2d pluries writ of Replevin" and that all rights which the defendant may have be held to her use until the final disposition of said rule," presented to Hon. Thos. J. Prather, P.J., and filed.

Order of Court: And now, June 22, 1923, rule to show cause granted as prayed for, returnable to next term.

(See paper filed) (Signed) Thos. J. Prather, P.J.

Same day, Rule issued.

2d Pluries writ returned: Served the within writ on the within named Elizabeth Stevenson Bares on June 20, 1923, at 10 A.M. at the Sheriffs office, Meadville, Pa. June 22, 1923, all proceedings stayed, order of Court. So answers H.B. Kutshall, Shff

Otto Kohler (4th)	J. Joseph Leamy, doing business as the Meadville Electric Supply Co. vs. Meadville Theological School, a corporation. Entered Sept. 10, 1921.	Appeal by Defendant from Judgment of E. D Pytcher, Esq., Alderman.
Jan 14 1922 Rec'd of Eff Ten and 73/100 Dollars Costs in this case V. L. Greeley Pro	Dar tentry (Dft. pd) 1.50 Costs on Trans (Dft. pd) 1.73 Pro. Greeley since .50	Nov. Jan. 5, 1921. This case settled. J Joseph Leamy Leamy business as Meadville Electric Supply Co.
Jan 14 1922 Rec'd of Pro Greeley Ten and 23/100 Dollars costs in this case J D Snyder		

SEPTEMBER TERM, 1921

O. Clare Kent

148

John D. Schuler

Jan. 12, 1924, Rec'd from Deft. $ # on jury fee
V. L. Greeley, Pro.

Jan 16 - 1924 Rec'd of Plaintiff Forty four and 51/100 Dollars costs in above case
V. L. Greeley Pro

Jan 17 - 1924 Rec'd of V. L. Greeley Pro. $40.51 costs in this case
John S. Schuler
Atty for Defts

✓ Harry Sample, by A. R. Sample, his father and next friend
vs
✓ George L. Reitze
Entered Sept. 12, 1921

Tax entry (Pd by Deft)	1.50
Costs on Trans (by Sheriff)	12.10
Prothonotary	3.00
Jury fee	4.00
Atty	3.00
Pro. use of Co.	2.00
Defts. Bill of costs	24.14

Jan 17-1924

Appeal by Deft. from Judgment of A. L. Boynton, Alderman.
Jan. 15, 1923 Plaintiffs Statement of claim filed. Service of same accepted by Defts. Atty.
Feby 2 1923 Affidavit of defense filed and service accepted by O. Clare Kent Esq.
On Trial List for 4th Monday of Oct. 1923.
Oct. 23, 1923, Continued; Remanet.
(See order re length on Courts Trial List) Per Curiam.
On Trial List for 1st Monday of Jan. 1924, No. 3.
And now, Jan. 7, 1924, 2:10 P. M., Jury selected and Sworn as follows: 1 Glenn Steadman, 2 W. H. Ginder, 3 Robert Collins, 4 Raymond Lewis, 5 Geo. F. Bodamer, 6 Bert Battles, 7 Robert J. Davidson, 8 Elva Farley, 9 Bates Walton, 10 Clifford Devore, 11 Clarence Farley, 12 D. J. George. Twelve good and lawful men who upon their solemn oaths which they have taken say Jan. 8, 1924, they find for the defendant. Sa. pp. 186.
Jan. 8, 1924. Defts. points filed.
Jan. 12, 1924. Defts. bill of costs filed.

Otto Kohler
149
Curtis L. Webb

Harry Levy
vs
W. A. Douglas
Entered Sept. 12, 1921

	#
Tax + entry (Ord see Exs Bk)	1.50
Costs on Trans (paid by Deft.)	5.60
Pro. Greeley	2.50
Atty	3.00

Appeal by Deft. from Judgment of Jas. D. Roberts, Alderman.
Sep. 16, 1921, Statement of claim filed. and service accepted by Defts. attorney.
Now, Oct. 3, 1921, On motion of plaintiffs attorney, judgment is entered against defendant for want of an affidavit of defence, and same liquidated at the sum of Eighty-nine Dollars, with costs of suit
(See Rule Doc 12, page 555.)
Debt # 89.00
Int. from Oct. 1, 1921.
D. Jp. 118. Judgment
W. L. Greeley, Pro.
Fi. Fa. to No. 40 Nov. Term, 1921.
January 9, 1922, The above judgment satisfied. (See Fi. Fa.)

W. J. Sirdevan 1	Alta Ellen Eastman vs. Wiley Franklin Eastman Issued Sept 12, 1921 # Tax & writ (atty pd) 2.00 Shff Snodgrass 1.60 Cro. Greeley (paid 11-5-21) .50	Subpoena in Divorce, Returnable to first Monday of November next And now, Sept 12, 1921, Subpoena awarded, Returnable the first Monday of November, 1921 (Signed) Thos. J. Prather, P. J. Subpoena returned: And now, November 7, 1921, The within named respondent Wiley Franklin Eastman was not found in my bailiwick. So answers, James A. Snodgrass, Sheriff. And now, November 5, 1921, This action discontinued. (See paper filed.)

Albert L. Thomas
O. Blair Kent

Commonwealth of Pennsylvania
vs
Ed Zeitler
Issued Sept. 12, 1921

	$
Tax & writ	2.00
Shff Snodgrass	2.60
costs on Trans.	14.60
A.L. Boynton, J.P. on certiorari	1.50
Pro. Greeley	3.75
Atty	3.00

Certiorari to A. L. Boynton, Esq., Alderman in and for the First Ward of the City of Meadville; Returnable to the first Monday of October next.

Sept. 12, 1921. Petition for allowance of a writ of certiorari in this case presented in open Court and filed.

"Sept. 12, 1921, Let writ issue."
(Signed) Thos. J. Prather, P.J.

Sept. 12, 1921, Praecipe, affidavit and recognizance for certiorari filed; the depts affidavit and the recognizance of Ed Zeitler, defendant and Frank B. Turan, surety, in the sum of $50.00, having been taken on Sept. 7, 1921, by J. A. Northam, Notary Public.

Sept. 14, 1921. Copy of certiorari returned with affidavit of Sheriff as to service on alderman by handing the same to him personally.

Oct. 3, 1921, certiorari and return of proceedings filed.

Nov. 1, 1921. Defendants exceptions filed.

Nov. 1921. Argued by counsel; c.a.v.

Now, December 26, 1921. Exceptions as indicated are sustained and the judgment of the magistrate is reversed and set aside. Per Curiam.

(See opinion of Court filed Jan. 2, 1922)
Corp. fi. fa

Judgment
V. L. Greeley, Prothy.

Arthur R. Thompson vs

3

Jan 24 1922 Recd of Guardian by atty Fifteen Dollars as costs in this case
V. L. Greeley Pro

Mch 20 1924 Recd of A. R. Thompson atty Six and 50/100 Dollar as costs
V. L. Greeley Pro

Petition of Mark M. Mitchell for appointment of a Guardian of Lyman E. Mitchell of the City of Titusville as a person of weak mind
Entered Sept. 12, 1921

Pro. Greeley	5.00
Pro Greeley Exemp	5,00
Pro Greeley Since 3-9-22 Paid	5.00
Pro. Greeley Order of Court Mailed March 2, 1922	1.25
adv acct 3-20-24 Pd	2,50
Rec acct use of Co	2,50
vrs of Gd	1,50

Sept. 12, 1921. Petition presented in open Court and filed. M. page 233.

Now, this 12th day of September, A.D. 1921, upon hearing and consideration of the foregoing petition, the Court fixes the 29th day of September, 1921, at 10 o'clock A. M., for hearing on the above petition, ten days prior notice of which shall be given to the members of the family of the said Lyman E. Mitchell residing within the jurisdiction of this Court.

Per Curiam.

Same day, Certified copy of order issued.

Sept. 29, 1921, Proof of service of notice on respondent, filed.

Decree:- Now, this (29th day of September) A.D. 1921, upon presentation and the hearing of testimony of the witnesses:- Mark M. Mitchell, Dr. C. E. Spicer, and Dr. W. H. Hildred, a submission of proof of notice as required by law, and it appearing by such testimony that the said Lyman E. Mitchell cannot be brought into Court with safety to himself, to attend this hearing, (the Court adjudges and decrees) the said Lyman E. Mitchell to be a person so weak in mind that he is unable to take care of his own property, and appoints the Second National Bank of Titusville Pa., as guardian of the said Lyman E. Mitchell, as prayed for in the petition presented to this Court, on the 12th day of Sept 1921, Bond in the sum of $5000.00 to be first filed and approved by the Court.

Thos. J. Brather, P. J.

Oct. 17, 1921, Bond of Second National Bank of Titusville, Guardian, in $5000, approved and filed. Approval signed by Hon. Thos. J. Brather, P. J.

Dec. 27, 1921. Petition of Guardian for an allowance for support and for payment of Atty fee and Costs, presented in open Court and filed.

And now, this 27th day of September, 1921, upon hearing and consideration of the foregoing petition and affidavit presented in open Court, by the Second National Bank of Titusville, Pa., as guardian of Lyman E. Mitchell, an incompetent, it is ordered and decreed by the Court that the said guardian pay out of funds now in its hands or coming into its hands as guardian of its said ward to Mark M. Mitchell of Titusville, Pa. the sum of fifteen dollars ($15.00) per week from August 1, 1921, for the support and maintenance of the said Lyman E. Mitchell by the said Mark M. Mitchell, and to continue making to him such payments, $15.00 a week out of such funds so long as he shall so maintain, and support, and attend the said Lyman E. Mitchell during the term of his natural life and residence in this Commonwealth, and until otherwise ordered by this Court.

Record continued on page 537.

J. Perry Eckels

v.

Petition of Lulu Lawrence for the appointment of a Guardian of Maryette Gould of Beaver Township, as a person of weak mind

Entered Sept. 12, 1921

Bro. Greeley $5.00
" " Sinee 3.50
" " a/c & recording 4.50

Oct 8 1928 Rec'd of H. H. Bentley Grd Thirteen Dollars as costs. V. C. Gruley Pro

Sept. 12, 1921 Petition presented in open court and filed. G. page 156.

Now, September 12, 1921, upon presentation of the foregoing petition in open court, and upon due consideration thereof, it is ordered and decreed that a hearing be had on the 29th day of September, 1921, at 10 o'clock A. M., and that ten days written notice thereof be given to said Maryette Gould personally. Per curiam.

Same day, certified copies of order issued

Sept. 28, 1921, Proof of service on respondent and on Hannah Everden, filed

Decree:- And now, Sept. 29, 1921, upon hearing of the evidence in the above matter, it appearing that due and legal notice of the hearing has been given to said Maryette Gould, and all parties in interest, and it further appearing to the Court upon testimony of witnesses, that said Maryette Gould has, by reason of old age and ill health, become so weak in mind and body that she is unable to care for her estate, and in consequence thereof is liable to dissipate and lose the same, and to become the victim of designing persons; The said Maryette Gould is hereby adjudged a person of weak mind, and unable to care for herself and her property, and H. H. Bentley is appointed Guardian of said Maryette Gould and her estate. Bond required in the sum of Five Thousand Dollars, to be approved by the Court.
(See paper filed) Per Curiam.

Nov. 7, 1921, Bond of H. H. Bentley, Guardian, with F. L. Harbaugh and E. A. Gates as sureties in the sum of $5000, approved by the Court and filed.

April 14, 1924 Inventory filed, amounting to $2046.16.

April 14, 1924 Petition for an allowance for support of ward, presented in open court and filed.

And now, April 14, 1924, a rule to show cause is granted returnable to the fourth Monday of May next; notice to be given to parties interested. Per Curiam (See paper filed)

May 26, 1924 the rule to show cause heretofore granted is extended to the first Monday of July next. Per Curiam (See paper filed)

July 7, 1924, Proof of service of rule and affidavit of claim filed

And now, July 7, 1924, It appearing to the court that due notice has been given of the presentation of the petition for allowance for support in the above matter has been given, and it further appearing that the sum of forty dollars per month is necessary and proper for the support and maintenance of said Maryette Gould, and that the sum of $912.86 heretofore spent by the Guardian was proper and necessary for the support and

Record continued on page 559

Arthur L Bates 5 Oct 4 1921 Ready Arthur Bates 8 46 Sheriffs costs James A. Snodgrass. Sheriff. Rec M. Ethel Snodgrass.	Harley D. Carpenter. use of New First National Bank vs. L. C. Graves Company Inc. Issued Sept. 13, 1921. # Jay & writ fpd by atty 3.00 Shff Snodgrass, " 18.40	Replevin for 1921 Lincoln 3 phase 60 cycle 220 volt motor four being 5 H.P. R.P.M. 3 being 5 H.P. R.P.M. Two being 1 H.P. R.P.M. Four being 3 H.P. R.P.M. 2 being 1 H.P. R.P.M. 1 being 3/4 H.P. R.P.M. One being 7½ H.P. R.P.M. one being 10 H.P. R.P.M. one being 20 H.P. R.P.M. The sizes 7½ H.P. and larger having compensating starters, also safety switches on all motors of 5 H.P. and smaller, together with conduits and wiring system, of the value of more than #1000.; Returnable to first Monday of Oct. 1921. Sept. 13, 1921, Affidavit as to value of property filed. Sept. 13, 1921, Bond of Plff. with Harley D. Carpenter as surety, in the sum of #2000, approved and filed. Writ returned:- Sept. 14, 1921, 11:45 A.M. Replevied as herein commanded the within named articles, and summoned the within named L. C. Graves Co. to appear, as herein commanded, by handing to Miss Grace Sloan, bookkeeper in charge, a true and attested copy thereof. After waiting 72 hours according to law, Plaintiffs' attorney advised me to stay proceedings. So answers, James A. Snodgrass, Sheriff. Oct. 3, 1921, Defts bond in the penal sum of #2000.00, with J. J. Snodgrass as surety, filed. Oct. 8, 1921, Declaration in Replevin filed; also proof of service of same on Deft. filed. Oct. 8, 1921, Rule on Deft. to plead in fifteen days or judgment. (See paper filed)

Thomas & Thomas
6

Millard N. Woodring
vs
Gladys F. Woodring
Issued Sept. 14, 1921

Tax & writ (atty pd) #	2.00
Shff. Snodgrass	1.60
Shff. Snodgrass on alias	1.60
Shff Cutchall on Pro	6.50
Pro Greeley	9.35
Master Def paid	25.00
atty	3.00

Subpoena in Divorce, Returnable to First Monday of November next.

And now, Sept. 14, 1921, subpoena awarded, Returnable to first Monday of November, 1921.

Signed Thos. J. Prather, P. J.

Subpoena returned: Nov. 7, 1921. The within named respondent, Gladys F. Woodring was not found in my bailiwick.

So answers James A. Snodgrass, Shff.

Nov. 7, 1921, Alias subpoena in divorce issued, returnable to first Monday of January next.

Alias subpoena returned:- Jan. 2, 1922, as to the within named respondent Gladys F. Woodring I make return of "nonest inventus", So answers,

James A. Snodgrass, Sheriff.

Jan. 2, 1922, Order for proclamation issued, returnable to first Monday of Feb. next.

Feby 11 1922 Recd of Deff by atty Nineteen and 05/100 Dollars Shff & Portby costs
V. L Greeley Pro

Feb. 16, 1922
Received sixty and 35/100 Dollars from Pro. Greely
My costs H B Cutchall
Sheriff

Feby 18-22 Recd of Pro Greeley Three dollars twenty cents 3.20 My costs
Jas A. Snodgrass

Feb. 6, 1922, August Delp is appointed Master in this case by
Thos. J. Prather, J.

And now, Feb. 6, 1922, I. H. B. Cutchall, Sheriff of Crawford County, do hereby certify and make return, That I have made proclamation in the above entitled case according to law, and caused the same to be published in the Cochranton Times, a newspaper printed within my bailiwick, for four weeks successively, prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached.

So answers, H. B. Cutchall, Sheriff

Feb. 6, 1922, August Delp appointed Master in this case by Thos. J. Prather, J. Dom. issued.

Feb. 13, 1922, Testimony and Report of Master filed

On Argt. List for Feb. Term, 1922, No. 25.

March 20, 1922, After due consideration, a divorce is decreed as prayed. Per Curiam.

Decree:- And now to-wit, March 20, A. D. 1922, this cause came on to be heard on libel, subpoena, subsequent proceedings and evidence therein duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed;

That the said Millard N. Woodring be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him, the said Millard N. Woodring the libellant, and the said Gladys F. Woodring, the respondent; and that thereupon all and every the duties rights and claims accruing to either the said libellant or the said respondent, at any time heretofore in pursuance of said marriage, shall cease and determine;

And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married. (See paper filed) Per Curiam.

Thomas & Thomas

7

The Gardner-Bryan Company
vs
Meadville Wrench Company
Issued Sept. 19, 1921

Jay writ (paid)	2.00
Shff. Snodgrass	3.10
Pro. Speeley	2.50
Atty	3.00

Summons in Assumpsit, Returnable to First Monday of October next.
Sept. 19, 1921, Affidavit that Plffs. claim exceeds $100.00, filed.
Sept. 19, 1921. Plaintiffs Statement of claim filed
Writ returned: Sept. 21, 1921, served the within writ on the within-named Meadville Wrench Company by handing personally to H. W. Barrett, Secretary, a true and attested copy together with a certified copy of plaintiffs statement of claim, and summoned them to appear as herein commanded.
So answers James A. Snodgrass, Shff.
Oct. 11, 1921, On motion of plaintiffs attorneys, judgment is entered in favor of plaintiff and against defendant, for want of an appearance and for want of an affidavit of defense, and liquidated at the sum of Two hundred forty-five Dollars and forty cents.
(See paper filed)

Debt $ 245.40
Int. from Oct. 11, 1921
Judgment
V. L. Speeley, Prothy.

Corp. page 132.

Fi Fa to No 61 November Term 1921
Nov 5 1921 Satisfied of record, See Fi Fa

L. W. Benedict & W. J. Sirdevan	Delorius Jenovee vs D. O. Daugherty Entered Sept. 21, 1921 Jay Pro. Greeley (paid by Atty) 3.00 Atty 3.00 Pro. Greeley on rule, &c 4.00	Amicable Action in Ejectment for all that certain piece or parcel of land situate in the First Ward, City of Titusville, Crawford County, Pa., and being on the north side of East Central Avenue and numbered 126 and having erected thereon a two story brick dwelling house and livery and feed stable and barn, to have the same force and effect and legal operation as if a summons had actually issued, returnable sec. leg., and had been duly served personally on the defendant, and duly so returned by the Sheriff. Sept. 21, 1921, Statement of claim, confession of judgment and copy of lease filed. By virtue of the power of attorney contained in the lease or article of agreement filed, L. W. Benedict, Esq., appears for defendant, and confesses a judgment of ejectment in the above amicable action, in favor of the plaintiff and against the defendant, for the land described therein. D. page 112 Judgment V. L. Greeley, Prothy.

Hab. Fac. Poss. with clause of Fi. Fa. for costs to No. 13 Nov. Term, 1921.

Sur Petition of Deft. And now, Oct. 6, 1921, the foregoing petition having been read and considered, it is ordered that the plaintiff herein show cause why the judgment herein should not be opened and the defendant let into a defense, Returnable the Second Monday of November, 1921. It is further ordered that all proceedings herein be stayed in the meantime. Per Curiam. (See paper filed) 2 copies of rule issued Oct. 15, 1921.

May 8, 1922. Proof of service of rule to show cause upon Pltff's Atty. filed.

On Argt. List for May Term, 1922 No. 11. "Continued by consent.

Arthur L. Bates 9	A. J. Burnett, use of Elizabeth McNeilly, Executrix, now use of Leon Berly vs John A. Graham and Jennie M. Graham his wife Issued Sept. 21, 1921 Tax & writ (atty/pd) 2.25 Rec. Miller .50 Shff. Snodgrass 5.70 Pro. Greeley 1.00 Costs taxed on Fi. Fa. No. 18 Nov. Term, 1921 & paid – See said writ.	Scire Facias sur Mortgage recorded in Mortgage Book Vol. 95, page 258; Returnable to First Monday of November next. Sept. 21, 1921. Plaintiffs statement of amount due, averment of default, and affidavit as to title, etc, filed Writ returned: – And now, Sept. 30, 1921, served the within writ by handing a true and attested copy to John A. Graham, as to Jennie M. Graham, by handing to an adult member of her family a true and attested copy at her dwelling house, also by informing John A. Graham of the contents. So answers – James A. Snodgrass, Sheriff.

10

In re Special Elections held in Crawford County, Sept. 20, 1921

(1) for Representative in Congress at Large,
(2) On the question of holding a State Constitutional Convention,
(3) On the Question of Bonding Crawford County in the sum of $1,500,000.00 for the purpose of constructing improving and maintaining roads.

Entered Sept. 22, 1921

Bro. Greeley 6.25

Order of Court

And now, September 22, 1921, It is ordered that Florence Shapin, Blanche Joyce, J. E. Bossard and E. B. Roudebush, be and they are hereby appointed officers of this Court to assist in tabulating, computing and certifying the votes cast at the Special elections held in Crawford County, on Tuesday, the 20th day of September, A.D. 1921, for the office of Representative in Congress at Large, and upon the question;

"Shall a Constitutional Convention be held in the year one thousand nine hundred and twenty-two, as provided in the Act of Assembly approved the 29th day of April, 1921."

Per Curiam.

Same day, Oath of assistants taken in open Court and filed.

Sept. 23, 1921. Official computation table filed.

Sept. 23, 1921, Certificate of result on Representative in Congress at Large filed, and copy certified to Secy of Com.

Sept. 23, 1921, Certificate of result on holding a constitutional convention filed, and copy certified to Secy of Com

Geo. Eldred
11

Jan 2 1923 Rec'd
$1.50 and 50/100 Dollars
Costs & Sat fee 459
V. L. Greeley Pro

John N. Aahn
vs.
Mrs S. T. Reynolds and
Samuel Reynolds
Entered Sept. 23, 1921

	#
Pro. Greeley (pd Sept 26 1921)	2.25
Atty	3.00
Plff on original	1.25

Of No. 193 February Term, 1917
Amicable Scire Facias sur Judgment.
It is agreed That the Prothonotary of Crawford County enter the above amicable action upon the records of the Court of Common Pleas of the County aforesaid, and that a judgment be forthwith entered thereon in favor of the plaintiff above named, and against the defendant above named, for One Hundred Dollars, and that the judgment aforesaid be revived according to the Act of Assembly with costs.

	#
Debt	100.00

Int. from
R. pages 151+141. Judgment
V. L. Greeley, Prothy

Sept. 23, 1921. Affidavit of Plffs Atty under Soldiers and Sailors Civil Rights act, with certificate of plaintiff's residence, filed.

Jan 2 1923 The above judgment satisfied of record. See paper filed.

W. O. Morrow

12

Petition of John D. Ongley and Effie Ongley his wife, for the adoption of Elizabeth Ellen Bonsla minor child of C. P. Bonsla and Bertha, his wife (the latter now deceased) Entered Sept. 26, 1921.

Pro. Greeley (10/1/21) # 3.00

Sept. 26, 1921, Petition, with supporting affidavit of Mrs. Lillia Parkhurst and Mrs. Eunice Fuller and consent of Chas. Patric Bonsla, father of child, annexed, presented in Open Court and filed.

Decree.

And now, September 26, 1921, upon consideration of the foregoing petition and statements, and it appearing to the Court thereby that the welfare of said minor child will be promoted by such adoption, and that the father had given his consent thereto and that the mother is dead, the prayer of the petition is granted; and it is ordered and decreed that the said Elizabeth Ellen Bonsla shall assume the name Elizabeth Ellen Ongley, and henceforth have all the rights of a child and heir of said John D. Ongley and Effie Ongley, and be subject to the duties of such child. By the Court (Signed) Thos. J. Brother, P. J.

Sept. 26, 1921, Certified copy of decree issued.

Roberts & Wasson 13	Franklin Coal Company vs. National Lumber Products Company, Franklin, Pa., a foreign corporation Issued, Sept. 26, 1921.	Foreign Attachment in Assumpsit Returnable the 2d Monday of November, 1921. Bail to dissolve, #6628. To attach goods and chattels, lands and tenements, moneys, credits, legacies and interests of the defendant in the hands, possession or control of Keystone View Company, and of any other person or persons, and summon the said Keystone View Company and such other person or persons as garnishee. Oct. 3, 1921, Writ returned as ordered by plaintiffs attorneys. So answers, James A. Snodgrass Sheriff. And now Oct. 6, 1921. This action discontinued Roberts & Wasson. attys.
Oct 5-1921 Rec'd of Roberts & Wasson Two Dollars & forty cents 240 my costs James A Snodgrass Shff	Tax writ (pd by attys) # 2.50 Shff. Snodgrass 2.40 Pro. Greeley .50	

14

In re Election of Delegates to proposed State Constitutional Convention from the 25th Congressional District.

Entered Sept. 28, 1921

Pro. Greeley, 6.25

Order of Court

Now, September 27, 1921, John Schuler, Esq. of Meadville, Pa. is appointed Return-Judge for the County of Crawford, to meet with the Return Judge appointed for the County of Erie, at such time and place as is required by law, to compute and certify the vote of the 25th Congressional District of the Commonwealth of Pennsylvania, for the office of Delegates to the proposed Constitutional Convention for the State of Pennsylvania, to be held in 1922, at the election held on Tuesday September 20, 1921; as well to certify and compute the vote for the Constitutional Convention in said District, cast on the same day.

Per Curiam.

(Signed) Thos. J. Prather, P.J.

Now, September 27, 1921. We the Commissioners of Crawford County, hereby appoint John Schuler, Esquire, to compute and certify the vote cast as aforesaid in the 25th Congressional District, on Tuesday, Sept. 20, 1921.

(Signed) R. B. Jackson
A. R. Conover
M. G. Beatty.

(See paper filed)

Leland J Culbertson v The Federal Land Bank of Baltimore Maryland vs Dennis E Malott and Verda D Malott, mortgagors, and John L Campbell owner and Diamond & Johnson, real owner and terre tenant. Issued Sept 30, 1921.

15

	#
Tax writ (Atty paid)	2.25
Rec Miller	.50
Shff Snodgrass	8.00
Shff Snodgrass on alias	1.60
Pro Greeley	3.50
Atty	3.00

Mch 13-22
Recd my costs from
Sheriff Cutshall 9.60
Jas A Snodgrass

Scire Facias sur Mortgage recorded in Mortgage Book Vol. 182, page 50, Returnable to next term.

Sept. 30, 1921 Averment of breaches, and affidavit as to title to land, amount due, etc, filed.

Writ returned: Nov. 14, 1921 As to the within named defts, Dennis E Malott, Verda D Malott, John L Campbell and Diamond & Johnson, I make return of Nihil habent. By going to the within described property, I found no person in possession, so posted a true and attested copy of this writ on the dwelling house So answers James A. Snodgrass, Shff

Nov. 29, 1921, Alias Sci Fa. sur Mortgage issued, returnable to first Monday of January next.

Alias Sci. Fa. Sur. Mortgage returned Jan. 2 1922. As to the defendants, Dennis E. Malott, Verda D. Malott, John L. Campbell, and Diamond E. Johnson, I make return as to each of "Nihil habent". So answers, James A. Snodgrass, Sheriff.

And now, January 19, 1922, On motion of plaintiffs attorney, judgment is entered in favor of plaintiff and against the defendants for want of an appearance and for want of an affidavit of defence, and liquidated at the sum of Two thousand three hundred six Dollars and Thirty-five cents. (See Rule Doc 12, page 559)

Debt # 2,306.35
Int. from Janu 19, 1922,

M. J. Jr. 214 #230 ; lo. p. 263 ; J. Jr. 89

Judgment
W. L. Greeley, Prothy.

Lev. Fac. to No. 43 Feb. Term, 1922

Now March 21st 1922. I receipt for debt - interest + costs of above judgment + direct the Prothonotary to satisfy the same of Record.

Leland J. Culbertson Atty. for Plff

Albert L Thomas
16

Irene Denny Breed
-vs-
Ernest M. Breed
Issued Sept. 30, 1921.

Tax twice 11-18-21 paid 2.00
H.F. McAteer, on sub.
H. Carl Wasson, Master, 25.00
Geo. Greeley 11-18-21 paid 7.35
Atty. 3.00

Subpoena in Divorce, Returnable to first Monday of November next. Libellant prays to be granted the custody of their child, Geraldine Breed.

And now, Sept. 30, 1921, subpoena awarded, Returnable to first Monday November next. (Signed) Thos. J. Brather, P.J.

Nov. 7, 1921, Subpoena returned with affidavit of service endorsed, to wit:

"Served the within subpoena in divorce on said respondent Ernest M. Breed, at the Hotel Henry in the City of Pittsburgh, on Monday, October 17, A.D. 1921, by handing to him personally a true and attested copy of the same, and at said time and place informing him of the contents and nature thereof."

So answers, H.F. McAteer.

And now, Nov. 7, 1921, On motion in open court, H. Carl Wasson, Esq., is hereby appointed Master in this case. By Hon. Thos. J. Brather P.J.

(See paper filed) Com. issued.

Nov. 18, 1921. Rec'd $25.00 master fee.
H. Carl Wasson.

Dec. 9, 1921, Received from respondent by hand of Otto Kohler Esq. $37.35, being the costs as taxed in this case.
V.L. Greeley, Pro.

Dec. 9, 1921 Rec'd of V.L. Greeley Pro $37.35 costs in above case.
Albert L. Thomas
Atty for Plff.

Nov 16 1921 Testimony on part of Libellant and Report of Master filed.

On Argument List for Nov. Term, 1921, No. 31.

Dec. 8, 1921. After due consideration, a divorce is decreed as prayed, at the cost of respondent; and the custody of the child, Geraldine Breed, is awarded to libellant. Per Curiam.

And now, to wit: Dec. 8, A.D. 1921 this cause came on to be heard on libel, subpoena, subsequent proceedings and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true it is by the Court ordered, adjudged and decreed, That the said Irene Denny Breed be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Irene Denny Breed the libellant, and the said Ernest M. Breed the respondent; and that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent, at any time heretofore in pursuance of said marriage, shall cease and determine; And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married. And it is further ordered that the custody of the child, Geraldine Breed, be and the same is hereby awarded to the said libellant, Irene Denny Breed. Per Curiam

(See paper filed)

NOVEMBER TERM, 1921

Wm. W. Henderson 17	A. B. Besanson, in trust for Edward Besandon vs Hermen Besanson Entered Oct. 3, 1921. Pro. Greeley (Plff. Pd) # 2.25 Atty 3.00 Original Costs: Plff. 1.50 Atty, N.W.H. 3.00	Of No. 189 September Term, 1916. Amicable Scire Facias sur Judgment. It is agreed That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said county, and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendant, Hermen Besanson, with all the waivers and conditions contained in the original judgment note, for the sum of Four Hundred forty and 62½/100 Dollars, being the amount of debt and interest now due on the original judgment Dated, Oct. 3, 1921. Debt # 440.62½ Int. from Oct. 9, 1921 Judgment V. L. Greeley, Prothy. Be. page 149.

Sept. 2, 1926. Amicable Sci. Fa. to No. 106 Sept. Term, 1926.

August Delp
18

Feby 24 1922
Rec'd Sixteen and
35/100 Dollars being
Schff & Pros costs
V. L Greeley Pro

March 13-22
Rec'd of Pro Greeley
nine dollars
my costs
Jas A. Snodgrass

Lyndley Swett
vs
Daisy Swett
Issued Oct. 3, 1921

	#
Tax + writ (paid)	2.00
Schff Snodgrass	9.00
John Schuler, Master, (Paid)	25.00
Pro. Greeley	7.35
Atty	3.00

Subpoena in Divorce
And now, Oct. 3, 1921, Subpoena awarded, Returnable First Monday of November next
(Signed) Thos. J. Brather, P.J.
Subpoena returned: Served the within subpoena in divorce on the respondent personally, on the 14th day of October, 1921 by delivering to her a true and attested copy of the same, and making known to her the contents thereof, as appears from affidavit as above
So answers James A. Snodgrass, Sheriff
And now, Nov. 7, 1921, On motion in open court, John Schuler, Esq., is hereby appointed Master in this case. By Hon. Thos. J. Brather, P.J.
(See paper filed) Dom. issued.
Jan. 11, 1922, Testimony and report of Master filed.

On Argument List for Feby Term, 1922, No. 26
March 20, 1922, After due consideration, a divorce is decreed as prayed. Per Curiam.

Decree:- And now, to wit; March 20, A.D. 1922, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered and adjudged and decreed;

That the said Lyndley Swett be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him the said Lyndley Swett, the libellant and Daisy Swett the respondent; and that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent, at any time heretofore in pursuance of said marriage shall cease and determine;

And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married. Per Curiam.

(See paper filed)

John O & Walter J McClintock
19

Eva Ada Gordon
vs
Harry Ellsworth Gordon
Issued Oct 3, 1921

	#
Jas & writ (paid)	2.00
Shff Snodgrass	1.60
Shff Snodgrass on alias	1.60
Shff Cutshall on proc	6.25
Master C.L. Webb	25.00
Pro Gruley	9.35
atty	3.00

Subpoena in Divorce.
And now, October 3, 1921, subpoena awarded; Returnable First Monday of November, 1921.
(Signed) Thos. J. Prather, P.J.

Subpoena returned: Nov. 7, 1921, The within named Harry Ellsworth Gordon, was not found in my bailiwick. So answers
James A. Snodgrass, Shff

Nov. 8, 1921, Alias Subpoena in divorce issued; returnable to first Monday of January next.

Alias subpoena returned:- Jan. 2, 1922. The within named respondent Harry Ellsworth Gordon was not found in my bailiwick.
So answers, James A. Snodgrass, Sheriff.

Jan. 3, 1922, Order issued for proclamation; returnable to First Monday of February next.

Feb. 6, 1922, I, H. B. Cutshall have made proclamation in the above entitled case according to law, and caused the same to be published in the Cochranton Times, a newspaper printed within my bailiwick, for four weeks successively prior to return day thereof, as per copy of said proclamation, and proof of publication hereto attached. So answers: H. B. Cutshall, Sheriff.

Feb. 6, 1922, Curtis L. Webb Esq. appointed Master in this case by Com. issued.
Thos. J. Prather, J.

Feby 17 1922 Testimony and Repot of Master filed.

On Argument List for Feb. Term, 1922, No. 27.

March 20, 1922, After due consideration, a divorce is decreed as prayed and at cost of respondent. Per Curiam.

Decree:- And now, to wit; March 20, A.D. 1922, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein duly taken, and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed;

That the said Eva Ada Gordon be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Eva Ada Gordon the Libellant, and the said Harry Ellsworth Gordon the respondent; and that thereupon all and every the duties, rights and claims accruing to either the said libellant, or the said respondent, at any time heretofore in pursuance of said marriage, shall cease and determine.

And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married.
(See paper filed)
Per Curiam.

Feby 16 1922 Reed of Deff by atty Eighteen and 80/100 Dollars Shff & Prothys costs
V. L. Gruley Pro

Feb. 16, 1922
Received six and 25/100 dollars my costs
H. B. Cutshall
Sheriff

Feby 18-1922 Rec'd Pro Gruley three Dollars Twenty Cents my costs
Jas A. Snodgrass

20

Gustavus Brown
vs.
Nelson D. Gehr
Issued Oct. 5, 1921

Pro. Greeley (pd by Deft) 2.25
Original Costs unpaid:
Plff. 3.50
Atty McArthur 3.00
Atty Davenport 3.00

Of No. 47 November Term, 1916
Amicable Scire Facias sur Judgment.

It is agreed That the Prothonotary of said Court enter an amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally, on the defendant by the Sheriff of said County, and duly so returned; and that a judgment be entered thereon in favor of plaintiff and against defendant, with all the waivers and conditions contained in the original judgment note for the sum of One thousand two hundred ninety-four Dollars, being the amount of debt now due on the original judgment; with interest from Nov. 11, 1920, and unpaid costs.

Debt # 1294.00
Int. from Nov. 11, 1920
G. page 140. Judgment
V. L. Greeley, Prothy

Oct. 4, 1926 Amicable Sci. Fa. to No. 27 Nov. Term, 1926
Satisfied Mar. 9, 1934 — See last revival.

J. E. Bozzard
21

Dec 20 1921 Rec'd of Plff by atty Tem and 95/100 Dollars Shff & Postage costs
V. L. Greeley Pro

Dec 20-1921
Rec'd my costs from Pro Greeley three dollars ninety five cents
James A. Snodgrass Sheriff

Lottie De Villars
vs
Louis E. DeVillars
Issued Oct 6, 1921

Tax & work (pd by atty)	$ 2.00
Shff. Snodgrass pd	3.60
Don B. Thompson, Master	25.00
Pro. Greeley	7.35
Atty	3.00

Subpoena in Divorce.
And now, Oct 5, 1921, subpoena awarded, Returnable the Second Monday of November, 1921.
(Signed) Thos. J. Brather, P.J.
Subpoena returned: Served the within subpoena in divorce on the respondent personally, on the 15th day of October, 1921, by delivering to him a true and attested copy of the same, and making known to him the contents thereof, as appears from affidavit as above.
So answers James A. Snodgrass, Sheriff.
And now, Dec 8, 1921, Don B. Thompson, Esq. is hereby appointed Master in the above entitled case. (Signed) Thos. J. Brather, P.J.
Dec. 9, 1921, Commission issued
Dec 21 1921 Testimony on part of Libellant and Report of Master filed.
On Argument List for Feb. Term, 1922, No. 28.
March 20, 1922, After due consideration, a divorce is decreed as prayed and at cost of respondent. Per Curiam.
Decree; — And now, to wit, March 20, A.D. 1922, this cause came on to be heard on libel, subpoena, subsequent proceedings and evidence therein duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed:
That the said Lottie De Villars be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Lottie DeVillars the libellant, and the said Louis E. DeVillars, the respondent; and that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent, at any time heretofore in pursuance of said marriage, shall cease and determine;
And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married. Per Curiam.
(See paper filed)

J. A. Boland
vs.
J. Perry Eckels
Oct. 29, 1921.

Oct 21 1924 Recd of J Perry Eckels after Sixteen and 80/100 Dollars Shff & Party costs
V. L Greeley Pad
Rec'd of Pro Greeley in cost 10 80
Jas A Sundgren

v Sarah Lacey
vs.
Donald B Gowdy
Issued Oct 6, 1921

Tax & writ pd by atty	2 50
Shff. Snodgrass	10.80
Pro. Greeley	6.00

Ejectment for a piece of land on the north side of Center Street in the Borough of Connellsville (described at length in the praecipe and writ). Returnable to the First Monday of November next.

Oct. 6, 1921, Plaintiffs abstract of title and material facts on which she relies for her title and right to possession, filed.

And now, Oct. 6, 1921, Plaintiff by her attorney enters a rule on defendant to appear and to admit or traverse the title and facts contained in her abstract and statement of facts now on file, and to file his abstract of the title or facts on which he relies for his defense, and that same be filed within thirty days from the serving upon him of this rule and the plaintiff's abstract of title and facts under which she claims. (See paper filed)

Same day, Certified Copy of Rule, etc. issued.

Writ returned: "O. H. Rondebush makes affidavit, "that he served the within writ, together with rule on defendant to admit or traverse title and facts and to file his abstract of title, also, a certified copy of plaintiffs abstract of title, upon Donald B. Gowdy, by handing him personally a true and attested copy of this writ, also a certified copy of plaintiffs statement of claim and abstract of title, and a true and attested copy of rule on defendant to admit or traverse title and facts and to file his abstract of title, - on the 10th day of October, 1921, at his dwelling house in Connellsville." (Sd) O. H. Rondebush, Deputy Sheriff.

Nov. 14, 1921, Plaintiffs amended abstract of title and material facts, etc. filed by leave of Court.

Nov. 22, 1921 Defendant's plea, answer and abstract of title filed.

On Trial List for 1st Monday of January, 1922, No. 12.

Dec. 27, 1921. On motion on part of Deft. in open Court, continuance of case allowed, on account of illness of a material witness. Per Curiam. (See paper filed)

On Trial List for 1st Monday of March, 1922, No. 31.

March 11, 1922. Jury selected for trial Monday March 13th.

March 13, 1922. Counsel in Court report case settled, whereupon Jury discharged. Per Curiam.

J. A. Boland
23

Blair E. Cochran
vs.
Matilda Cochran,
alias Matilda Ross
Issued Oct. 6, 1921.

Tax on writ (paid by Lib.)	2.00
A. F. Masters on sub (Pd.)	1.50
L. N. Landerbaugh, Master	25.00
Pro Greeley	7.35
Atty	3.00

Subpoena in Divorce, for "declaring said supposed marriage to be absolutely null and void, and that the said persons be restored to the same legal status as though said supposed marriage had never taken place."

And now, Oct. 6, 1921 the within petition presented in open Court, and subpoena awarded, returnable to the Second Monday of November, A.D. 1921.

Signed Thos. J. Prather, P.J.

Subpoena retd: "I hereby certify that I served the within writ upon Matilda Cochran alias Matilda Ross this day at Cambridge Springs, this County, by showing to her this original writ and making known to her the contents thereof, and by giving to her a true copy thereof. Dated this 6th day of October, 1921."

(Signed) A. F. Masters, Constable
Cambridge Springs, Pa.

See certificate and Jurat on Subpoena.

Oct. 13, 1921. Answer of respondent filed.

Nov. 15, 1921, L. N. Landerbaugh, Esq, is appointed Master to take testimony and make report in the above stated case.

(See paper filed) Com. issued. By Hon. Thos. J. Prather, P.J.

Dec. 13, 1921, Testimony and report of Master filed.

Otto Kohler 24	Petition of Albert McBray and Mary F. McBray, his wife, for the adoption of Richard Brouthers, minor son of Paul Brouthers and Mildred Brouthers, his wife. Entered Oct. 6, 1921 Pro. Greeley 11-9-21 paid 4.00	Petition and affidavits, with consent of Mildred Brouthers, mother of child, annexed presented in open Court Oct. 6, 1921, and filed. Now, Oct. 6, 1921. On presentation of within petition for adoption of Richard Brouthers, a rule to show cause is granted, Returnable to first Monday of November next. Per Curiam. Nov. 7, 1921. Proof of service of notice on Paul D. Brouthers filed. Decree: And now, November 7, 1921, after presentation by Albert McBray, and Mary F. McBray, his wife, on October 6, 1921, praying for a decree of adoption of Richard Brouthers, a minor child of Paul Brouthers and Mildred Brouthers, accompanied by the written consent thereto by Mildred Brouthers, mother of said minor, and a rule to show cause why such decree should not be entered having been granted, with notice of said rule to be served on Paul D. Brouthers, father of said child, and it appearing from evidence filed that said notice was served on said Paul D. Brouthers by registered letter, at his abode in the City of Youngstown, Ohio, and no answer being filed to said rule and no objection made to said adoption, and after due consideration of the matter, the rule is made absolute, and the prayer of the petitioners granted, and it is ordered, adjudged and decreed, that the said Albert McBray and Mary F. McBray adopt the said Richard Brouthers as their child and heir; that said minor shall have all the rights and privileges of a child and heir of Albert McBray and Mary F. McBray, and be subject to the duties of a child, and shall be known hereafter as Richard McBray; and further that said adopting parents and said child shall respectively inherit and take by devolution from and through each other together with any other children personal estate as next of kin and real estate as heirs in fee simple, or otherwise. Per Curiam. (See paper filed) (Signed) Thos. J. Strather, P. J. Nov. 7, 1921, Certified copy of decree issued

John O. McClintock &
Walter J. McClintock
25

J. E. Bossard for
Respondent. Oct. 20, 1921. 1st Pub.

William Harold Byerly
vs.
Elda Elzina Byerly
Issued Oct. 8, 1921.

Tax & writ (Atty pd) #	2.00
Shff. Snodgrass	2.60
Atty	3.00
Pro K.	.50

Subpoena in Divorce and for custody of Kenneth Martin Byerly, minor son of parties; Returnable to next term.

And now, Oct 8, 1921 subpoena awarded (Signed) Thos. J. Grather, P.J.

Subpoena returned: Served the within subpoena in divorce on the respondent personally on the 18th day of October 1921, by delivering to her a true and attested copy of the same, and making known to her the contents thereof, as appears from affidavit as above. So answers James A. Snodgrass, Shff.

And now, Oct 24, 1921, this case is hereby withdrawn and discontinued, without prejudice,

William Harold Byerly,
By his Attorneys
John O. & Walter J. McClintock

Oct 19-1921
Rec'd of Atty McClintocks
Two dollars & sixty cents
in my costs
Jos A Snodgrass Shff

Oct 24 1921 Rec'd
Three and 50/100
dollars costs
V. L. Greeley Pro

Oct. 24, 1921. — Rec'd.
from V. L. Greeley, Pro.
three ($3.00) dollars being
docket fee in this
case. J. E. Bossard, atty

A. M. Fenner 26 Albert L. Thomas	J. M. L. Lawrence vs. Catharine J. Pollard, and Isaac Pollard, her husband, and Otis Blain and Kate Blain, his wife. Entered Oct. 8, 1921. # Tax & entry 1.50 Costs on Trans. (pd by Deft) 5.65 Pro. Sheeley, 1.25 Atty 3.00	Appeal by Defendants from Judgment of W. C. Cuthram, J. P. And now, Nov. 7, 1921, On motion in open court, rule granted on defts. to show cause why the appeal taken in said case shall not be stricken off. Returnable Nov. 28, 1921, at 10 o'clock A.M. Per Curiam. (See paper filed) On Argt. List for Nov. Term, 1921, No. 7. Nov. 28, 1921 Argued C.A.V. Now, Jan. 2, 1922 Rule to strike off appeal absolute. Per Curiam. (See opinion filed)

Leland J. Culbertson
29

Mch 15 1922 Recd of Peff by atty Ten and 95/100 Dollars Shff + Portys Costs
V. L. Greeley Pro

Aug 25 Recd 3 Pro Bally three dollars sixty Cents my costs
Jas A. Snodgrass

Nellie G. Gerard
vs.
Henry J. Gerard
Issued Oct. 11, 1921.

Tax Writ (pd by atty)		2.00
Shff. Snodgrass		3.60
D. B. Thompson, Master, pd		25.00
Pro Greeley		7.35
atty		3.00

Subpoena in Divorce
And now, October 11, 1921, subpoena awarded, Returnable to next term.
(Signed) Thos. J. Brother P. J.

Subpoena Returned: Served the within subpoena in divorce on the respondent personally, on the 14th day of October 1921, by delivering to him a true and attested copy of the same, and making known to him the contents thereof, as appears from affidavit as above. So answers
James A. Snodgrass, Sheriff.

Now, Nov. 14, 1921, Don B. Thompson, Esq., is appointed Master to take testimony and report in above case.
(See paper filed) By Thos J. Brother, P. J.

Same day, commission issued.

Nov 25 1921 Testimony on part of Libellant and Report of Master filed.

On Argument List for Feby Term, 1922, No. 29.

March 20, 1922. After due consideration, a divorce is decreed as prayed, and at cost of respondent. Per Curiam.

Decree:- And now, to wit, March 20, A. D. 1922, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged, and decreed:

That the said Nellie G. Gerard be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Nellie G. Gerard, the libellant, and the said Homer J. Gerard the respondent; and that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent, at any instance heretofore in pursuance of said marriage shall cease and determine.

And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married, except that the said Henry J. Gerard shall not marry Jennie Drayer during the lifetime of the said Nellie G. Gerard, the libellant.
(See paper filed) Per Curiam.

J. A. Bolard
28

Feby 18 1922 Rec'd of Pltff by atty nineteen and 65/100 Dollars Shff & Parthys Costs
V. L. Greeley Pro

Feby 18 1922 Rec'd of Pro Greeley Six and 60/100 Dollars my costs
N. B. Cutshall
Sheriff

Feby 27-22 Rec'd of Pro Greeley three dollars twenty 3.20 my costs
Jas A. Snodgrass

Florence F. Falconi
vs
Joseph Falconi
Issued Oct. 13, 1921

	#
Tax Writ (Atty paid)	2.00
Shff. Snodgrass	1.60
Shff. Snodgrass on alias	1.60
Shff. Cutshall on prot.	6.55
J. E. Bossard, Master pd	25.00
Pro. Speeley	9.35
Atty	3.00

Subpoena in Divorce. Returnable to Second Monday of November next.
And now, Oct. 13, 1921, subpoena awarded. (Signed) Thos. J. Prather, P.J.
Subpoena returned: Nov. 14, 1921, the within named respondent, Joseph Falconi, was not found in my bailiwick.
So answers James A. Snodgrass, Sheriff
Nov. 14, 1921, Alias subpoena in divorce issued, returnable to first Monday of Jan., 1922
Alias subpoena returned:- Jan. 2, 1922. The within named respondent, Joseph Falconi was not found in my bailiwick.
So answers, James A. Snodgrass, Shff
Jan. 3, 1922, Order issued for publication of Sheriff's proclamation in divorce, returnable to first Monday of Feby next.
And now, Feb. 6, 1922, I, N. B. Cutshall, Sheriff of Crawford County, do hereby certify and make return, That I have made proclamation in the above entitled case according to law, and caused the same to be published in the Cochranton Times, a newspaper printed within my bailiwick, for four weeks successively prior to return day thereof as per copy of said proclamation and proof of publication hereto attached. So answers, N. B. Cutshall, Sheriff.
And now, Feb. 9, 1922 J. E. Bossard, Esq., appointed Master in this case. (See paper filed) Com. issued. By Hon. Thos. J. Prather, P.J.
Feby 16 1922 Testimony and Report of Master filed.
On Argument List for Feby Term, 1922, No. 36.
March 20, 1922, After due consideration, a divorce is decreed as prayed, and at cost of respondent. Per Curiam
Decree:- And now, to wit, March 20, A. D. 1922, this cause came on to be heard on libel, subpoena, subsequent proceedings and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed;
That the said Florence F. Falconi be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Florence F. Falconi the libellant, and the said Joseph Falconi, the respondent; and that thereupon all and every the duties, rights and claims accruing to either the said libellant and the said respondent, at any time heretofore in pursuance of said marriage shall cease and determine;
And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married. Per Curiam
(See paper filed)

29

Mrs. Adella Williams
vs.
Ozias L. Davison
Entered Oct. 13, 1921

Pro. Greeley (pd by Def) $ 2.25
Original Costs.
Atty Mondreau 4.25

Of No. 287 September Term, 1916
Amicable Scire Facias sur Judgment.

It is agreed That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said County and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and aggainst the defendant, for the sum of Six hundred forty-eight Dollars, being the amount of debt now due on the original judgment, with interest from Oct. 15, 1921, and costs; with all the waivers and conditions contained in the original judgment note. Dated Oct. 13, 1921.

Debt $ 648.00
Int. from Oct. 15, 1921.
Judgment.
W. L. Greeley, Prothy.

D. p. 152.

Now, Aug. 20, 1930, Full value received, I hereby authorize and direct the Prothonotary of Crawford County, Pa. to satisfy the above stated judgment.

Ozias L Davison
Executor of the estate of
Mrs. Adella Williams

Thomas & Thomas	Morris Mercatoris and Murray McCullough, doing business as Mercatoris & McCullough vs Edward M. Roha Issued Oct. 14, 1921.	Summons in Assumpsit, Returnable to First Monday of November next.
30		Oct. 14, 1921. Affidavit that plaintiffs claim exceeds $300.00, filed.
		Oct. 14, 1921. Plaintiffs statement of claim filed.
	Tax & writ (plff. paid) 2.00 Shff. Snodgrass 3.60 Pro. Greeley 2.50 Atty 3.00	Writ returned: Oct. 20, 1921 served the within writ on the within named Edward M. Roha, by handing to an adult member of his family at his dwelling house a true and attested copy, together with a certified copy of plaintiffs statement of claim. So answers James A. Snodgrass, Shff.
		And now, Nov. 8, 1921, On motion of Plffs attorneys, judgment is entered in favor of the plaintiffs and against the defendant for want of an appearance and for want of an affidavit of defense, and liquidated at the sum of Five hundred seven Dollars and five cents. (See Rule Doc. 12, page 557)
		Debt $507.05 Int. from Nov. 8, 1921 R. page 161. Judgment V. L. Greeley, Prothy.
		Fi. Fa. to No. 75 Nov. Term, 1921 Jan. 3, 1922, The above judgment satisfied. (See Fi. Fa.)

Otto Kohler

31

The Crescent Brass Mfg Co., a corporation,
vs.
Jay Book Electric Co.
Entered Oct. 20, 1921

	#
Tax & entry (paid)	2.75
Atty	3.00

Amicable Action of Assumpsit.

And now, October 19, 1921, comes Jay Book, President of the Jay Book Electric Company, defendant above named, appears on part of said defendant, waives the issuing of summons and service thereof with the same effect as if the same had been served personally upon him, and confesses judgment against said defendant and in favor of the Crescent Brass Manufacturing Co., a corporation, plaintiff above stated, in the sum of #175.51, being debt #167.96 and interest thereon to date #7.55 together with costs of suit. (Sgd) Jay Book
President Jay Book Elec. Co.

Witness:
(Sgd) Edith Gross.
(See paper filed)

Debt # 175.51
Int. from Oct. 19, 1920.
Judgment
V. L. Greeley, Pro.

Corp. p. 134.

Fi Fa to no 14 Feby T. 1922

Otto Kohler 32	Herold Bertsch Shoe Co. vs Mary D. Nichols, trading under the name, style and title of Nichols Bootery. Issued Oct. 20, 1921 Tax + writ (Atty paid) 2.00 Shff. Snodgrass 3.10 atty 3.00 Pro Pro since 1.00	Summons in Assumpsit; Returnable to the First Monday of November next. Oct. 20, 1921, Statement of claim filed and copy certified to Sheriff. Writ returned. Oct. 20, 1921, served the within writ by handing personally a true and attested copy, together with a certified copy of plaintiff's statement of claim to the within named Mary D. Nichols, at her residence, 709 Chestnut St., Meadville, Pa. So answers James A. Snodgrass, Shff.

Otto Kohler
33

C. W. Benedict for Commercial Bank of Titusville
A. R. Thompson for Second National Bank of Titusville

The Franklin Trust Co.
vs.
Homer D. Biery and
J. E. E. Biery, defendants,
and The Commercial
Bank of Titusville, Pa.
The Second National
Bank of Titusville, Pa.
and the Titusville Trust
Company of Titusville,
Pa., Garnishees.
Issued Oct. 21, 1921

Jay Twp (paid by Wm H. Forbes) # 2.50
Shff. Brodgrass 15.00

Of No. 264 September Term, 1921
Attachment Execution, Returnable
to first Monday of November next.

To attach and levy in satisfaction of said judgment, all debts, credits, stocks bonds, certificates and dividends due, or to become due to each of said defendants, and all their and each of their equities therein, by each the said Commercial Bank, and the Titusville Trust Company, all of Titusville, Pa., Garnishees, and all other debts, deposits, goods and chattels in their and each of their hands and possession and due or to become due said defendants, or either one or more of them; and summon them as Garnishees.

Writ returned: Oct. 22, 1921, attached as herein commanded, all goods, chattels, deposits, rights, credits, stocks, bonds and dividends of the within named defendants, by giving to the Commercial Bank at 10:20 A. M., The Second National Bank at 10:30 A. M., and The Titusville Trust Company at 11:00 o'clock A. M., in the city of Titusville, Penna, and then and there declaring in the presence of credible witnesses of the neighborhood and of my bailiwick that I so attached the said goods, credits, chattels, deposits, rights, stocks, bonds and dividends, in the hands of the above three banks as garnishees; and at the same time served a true and attested copy of this writ, by handing personally to J. G. Williams, Cashier of the Commercial Bank, J. M. Bennell, assistant cashier, of the Second National Bank, and Louis B. McKinney, Cashier of the Titusville Trust Company; and summoned them to appear as herein commanded. As to the defendants, Homer D. Biery and J. E. E. Biery, I make return of Nihil habent, Nov. 7, 1921. So answers, - James A. Brodgrass, Sheriff

Nov. 5, 1921, C. W. Benedict, Esq., appears for Commercial Bank of Titusville, Garnishee. (See paper filed)

Nov. 5, 1921, Arthur R. Thompson, Esq., appears for Second National Bank of Titusville, Pa. Garnishee. (See paper filed)

Nov. 8, 1921, Wm B. Griffen, Esq., appears for Titusville Trust Co., Garnishee. (See paper filed)

Otto Kohler
3t

Frank H. Kater
vs.
Mary Kimball, S.B. Kimball, Sophia Kater, Daniel Kater, Myrtle Kater, his wife, Friedericka Kater, Ernest Kater, Minnie Kater and Edward Kater, heirs of Othlie Kater, decd
Issued Oct. 22, 1921

	#
Tax + writ (Atty pd)	225
Rec. Miller	.50
Shff. Snodgrass	3.50
Pro. Greeley	5.50
Atty	3.00

Sire Facias sur Mortgage recorded in Mortgage Book Vol. 193 page 197, against Mary Kimball and S.B. Kimball. Returnable to first Monday of November, 1921.

Oct. 22, 1921. Affidavit as to ownership of the mortgaged land filed.

Oct. 26, 1921. Waiver and confession of judgment by defendants (except defendants Kimball) filed, the same being as follows:-

"And now, October 22, 1921, come Daniel Kater, and Myrtle Kater, his wife, Friedericka Kater, Sophia Kater, Ernest Kater, Minnie Kater, and Edward Kater, defendants above named, and waive the issuing of a writ of Scire Facias and the service thereof upon them and each of them, with the same effect as if said writ had issued and been personally served on each of them by the Sheriff of the County of Crawford; and further confess judgment herein against themselves and in favor of Frank H. Kater, plaintiff in the sum of #2750.00, being

Debt	2500.00
and interest 10 months	125.00
and attorneys commission 5%	125.00 = #2750.00

And further do consent that a writ of levari facias may issue thereon without notice to them."

Signed: Daniel G. Kater. Myrtle Kater. Frederica Kater. Sophia Kater. Ernest G. Kater. Minnie A. Kater. Edward E. Kater.

(See paper filed)

Debt #2750.00
Int. from Oct. 10, 1921
Judgment.
V.L. Greeley, Prothy

K. pp. 126, 127, 46.

Writ returned: Oct. 24, 1921 served this writ on the within named defendants, Mary Kimball and S.B. Kimball, by handing a true and attested copy for each to an adult member of the family at their dwelling house in the City of Meadville, Pa. So answers James A. Snodgrass, Sheriff.

And now, Nov. 17, 1921. On motion in Open Court, Judgment is granted against the defendants, Mary Kimball and S.B. Kimball, for default of an appearance. Per Curiam (See paper filed)

Debt #2750.00
Int. from Oct. 10, 1921
Judgment.
V.L. Greeley, Pro.

K. pp. 127.
Lev. Fac. to No. 13 Feb. Term, 1922.

Arthur L. Bates
Otto Kohler Nov. 14, 1921
35
John O. McClinton
Thaddeus McClinton

✓Whitehead Hosiery Mills
vs.
Cassius L. Smith
doing business in the name of Smith Brothers
Issued Oct. 24, 1921.

	#	
Jay & work (pd by atty)	2.00	
Shff. Snodgrass,	3.10	

Summons in Assumpsit
Returnable to next term.
Oct. 24, 1921 Plaintiffs statement of claim filed, and copy certified to Sheriff.
Writ returned: Oct. 25, 1921, Served the within writ on the within named Cassius Smith, by handing him a true and attested copy thereof together with a certified copy of plaintiffs statement of claim at his place of business in the City of Meadville, Pa.
So answers James A. Snodgrass, Sheriff.
Nov. 7, 1921, Affidavit of defense filed.

Thomas & Thomas
McClintock & McClintock
Union City, Pa.
36

Albert L. Thomas
11-29-21 O.K.S.

A. R. Evans
vs
Erie Railroad Company
Issued Oct. 24, 1921.

Tax & writ (Plffs. Atty's pd)	2.00
Shff. Snodgrass,	3.10
Pro. Sheeley,	5.25
Atty	3.00

Summons in Trespass, Returnable to first Monday of November next.

Oct. 24, 1921 Plaintiffs statement of claim filed and copy certified to Sheriff.

Writ returned: Oct. 25, 1921, served the within writ on the within named Erie Railroad Company, by handing a true and attested copy thereof together with a certified copy of plaintiffs statement of claim, to R. B. Hazen, Chief Clerk to A. L. Kline, Supt. and informing him of the contents thereof, at the Erie offices in Meadville, Pa.

So answers, James A. Snodgrass, Shff.

On Arg't List for Nov. Term, 1921 No. 9. "Off."

Nov. 29, 1921 Affidavit of defense filed.

On Trial List for 1st Monday of Jan. 1922 No. 7.

Dec. 29, 1921, Continued on application of Dft

On Trial List for 1st Monday of March, 1922, No. 2.

March 7, 1922. A jury called and sworn, and trial commenced.

Same day, At conclusion of plaintiffs evidence, a compulsory non suit granted by the Court. Per Curiam.

Bond No. 55

Judgment

W. L. Sheeley, Prothy.

And now, March 8, 1922, On motion in open court, rule to show cause granted why compulsory non suit should not be taken off. Per Curiam. (See paper filed)

May 2, 1922. Testimony taken by Stenographer filed.

On Argument List for May Term, 1922, No. 8. May 22, 1922. Argued C.A.V.

Now, July 31, 1922 rule to take off order of compulsory non-suit is hereby discharged.

(See Opinion Filed)

Per Curiam

Thos J. Prather

Albert L. Thomas
vs
J. Berry Eckels

Sept 3 1925 Recd of Pffs atty Nineteen and 83/100 dollars as costs
V. L. Greeley Pro

Sept 3rd 1925.
Recd from V. L. Greeley Ivy Costs
Four Dollars 10/00 $4.10
Edmund E. Wiard.

Sept. 14, 1925.
Recd. from V. L. Greeley $3.00 docket fee.
F. C. Kuibert for
A. L. Thomas

Sept 14 1925 Recd of F. C. Kuibert One and 50/100 Dollars for paid Tax + Entry
V. L. Greeley Pro

Sept. 27 1925
Recd. my costs $1.50
J. Berry Eckels

Henry Wiard
vs
Martin Hozak
Entered Oct. 25, 1921

	#
Tax + entry (paid)	1.50
Costs on Trans	10.38
Pro. Greeley	7.25
Atty	3.00
Proof sure of co	3.00

Appeal by Deft. from Judgment of Elmer E. Wiard, Esq., Justice of the Peace.
Nov. 22, 1921, Plaintiffs statement of claim filed.
Dec. 15, 1921, Affidavit of defense filed.
On Trial List for 1st Monday of March, 1922, No. 10.
March 10, 1922, Case continued by consent.
On Fall Trial List, 1922, No. 21.
Dec. 4, 1922, Continued by consent.
On Trial List for 2d Mon. of Jan. 1923 No. 18.
Jan. 2, 1923. Continued by consent and ordered to foot of next unpublished list. Per Curiam
On Trial List for 4th Mon. of March, 1923. No. 25.
April 26, 1923. Continued by consent.
On Trial List for 4th Monday of Oct. 1923 No. 22.
Oct. 22, 1923. Continued by consent.
On Trial List for 1st Mon of Jan. 1924, No. 24.
Jan. 7, 1924. Continued by consent.
On Trial List for 1st Monday of March, 1924 No. 18.

Now Sept 3, 1925, This case settled and discontinued.

Albert L. Thomas
Atty. for Plaintiff

A. L. Thomas Wm. W. Henderson 38 O. Blare Kent	Harry L. Quigley vs. W. N. Foust, Administrator of the estate of Annis F. Dersh, deceased Issued Oct. 27, 1921 # Tax & writ (paid) 2.00 Sheriff Snodgrass, 4.80	Summons in Assumpsit, Returnable to next term Writ returned: Oct. 27, 1921, served the within writ by handing personally, a true and attested copy thereof to W. N. Foust at his residence in Sadsbury Township, and by informing him of the contents So answers James A. Snodgrass, Sheriff Oct. 31, 1921. O. Blare Kent, Esq., appears for Deft. (See paper filed)

Thomas & Thomas

39

John A. Northam

Leonie Shader, otherwise known as Ona Shader, and Calvin A. Shader

vs.

M. E. Beebe

Entered Oct. 29, 1921.

		#
Tax & Pro. (paid)	2.00	
atty	2.00	
D J	.50	

May 31 1922 Rec'd Three and 50/100 Dollars costs in this case
V. L. Greeley. Pro

May 31, 1922, Received of V. L. Greeley $3.00 docket fee
J. A. Northam

Summons in Assumpsit
Returnable to next term.

And now, Oct. 29, 1921, John A. Northam, Esq. appears for the defendant in the above stated case, and waives the issuing of the summons therein and accepts service of the same, with the same force and effect as if the same had been regularly issued and duly served personally upon the defendant M. E. Beebe, by the Sheriff of Crawford County. (See paper filed)

Oct. 29, 1921, Agreement of parties by their attorneys upon a case stated, filed.

May 31, 1922 This case is hereby ordered discontinued
Thomas & Thomas
Attys for Plffs.

O. Clare Kent
40

Feb 13 1922 Rec'd of Pff by atty Ten and 15/100 Dollars Shff & Prothy costs
V. L. Greeley
Feb 13-22
Rec'd of Pro Greeley Two dollars Eight cts in cash
Jas A. Snodgrass

William Peterson
vs
Nellie L. Peterson
Issued Oct 29, 1921.

	#
Tax & writ (Atty fee)	2.00
Shff. Snodgrass	2.80
L.J. Gilbertson Master	25.00
Pro. Greeley	7.35
Atty	3.00

Subpoena in divorce; Returnable to first Monday of Dec. next

And now, Oct. 29, 1921, subpoena awarded, returnable to first Monday of Dec. next

Subpoena returned: Served the within Subpoena in Divorce on the Respondent personally, on the 1st day of November, 1921, by delivering to her a true and attested copy of the same and making known to her the contents thereof, as appears from affidavit as above.

So answers. James A. Snodgrass, Shff.

Now, January 2, 1922 On motion in open bank, L. J. Gilbertson, Esq. is appointed Master in this case (See paper filed) By Hon. Thos. J. Grather, P.J.

Same day, Commission issued

Feb 14 1922 Testimony and report of Master filed.

On Argt. List for Feb. Term, 1922, No. 31

March 20, 1922, After due consideration, a divorce is decreed as prayed. Per Curiam.

Decree:—And now, to wit, March 20, A.D. 1922 this cause came on to be heard on libel, subpoena, subsequent proceedings and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed;

That the said William Peterson be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him the said William Peterson the libellant, and the said Nellie L. Peterson the respondent, and that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at any time heretofore in pursuance of said marriage, shall cease and determine.

And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married. Per Curiam.

(See paper filed)

Otto Kohler
41

Nov. 7. 1921 Hrs appear for J P. Hall Garnishee
Roberts & Brasson

March 28, 1922, Recd from Pltffs atty $2.00 being costs of Sheriff Prothy & Garnishees atty
V. L. Greeley, Pro

March 28, 1927
Recd from Pro. Greeley $10.00 being our fees as Garnishees attys as allowed by the Court.
Roberts & Brasson
April 7 1922 Recd of Pro Greeley Seven and 50/100 Dollars my costs
Jas A. Snodgrass

F. J. Schrubb
vs
Elmer Seley, Dept. J. P. Hall, Administrator of Joseph B. Seley, deceased, Garnishee

Issued Oct. 31, 1921

	#
Jax twrit (Pltff pd)	2.50
Shff Snodgrass	7.50
Pro Greeley since	2.50
Atty	3.00
Garnishees attys	10.00

Of No. 302 September Term, 1921
Attachment Execution
Returnable to next term

To attach and levy on the goods and chattels all moneys, debts, rights and credits due or going to defendant in the hands of J. P. Hall, admr. of Joseph B. Seley, dcsd.

Writ returned:— Nov. 4, 1921. attached as herein commanded, moneys, rights, chattels & credits of within named defendant, Elmer Seeley, in the hands of J. P. Hall, Adm., and served this writ by handing personally a true and attested copy thereof to J. P. Hall Adm., as garnishee, and summoned him to appear as herein commanded. Nov. 9, 1921. Served this writ on Elmer Seley, by handing to an adult member of his family a true and attested copy, and by informing them of the contents. So answered.

James A. Snodgrass, Sheriff.

Feb. 6, 1922. Interrogatories to Garnishee filed, and Rule entered on Garnishee to answer in ten days. Service accepted by J. D. Roberts, Esq., Atty for Garnishee.

March 10, 1922 Answers of Garnishee to interrogatories filed.

And now, March 27, 1922. On motion in open Court, judgment is granted against J. P. Hall, admr of the estate of Joseph B. Seley, deceased, garnishee, for amount admitted by him to be due defendant, in his answers to interrogatories; judgment to be liquidated by Prothonotary
(See paper filed)

Per Curiam

Same day, Judgment against garnishee liquidated at the sum of Eighty-Seven Dollars and nine cents.
(See answers filed)

Debt. $87.09
Int. March 27, 1922
Judgment.
V. L. Greeley, Pro.

No page 190 Se page 83 & 170.

And now, March 27, 1922, it is ordered that a fee of $10.00 be taxed as costs for Attorney fees for Garnishee.
(Signed) Thos. J. Prather J. P.

Now, Mar. 28. 1922, this Judgment as against J. P. Hall admr. is hereby satisfied.
Otto Kohler Atty.

Otto Kohler

42

John O McClintock &
Hattie J McClintock

Mar. 9, 1923. Received from Cash Smith, $4.00, jury fee.
W L Greeley, Pro.

Morris Moyer, trading under the name, style and title of Moyer Manufacturing Company,

vs.

Sassius Smith trading under the name, style and title of Smith Brothers.

Issued Nov. 1, 1921

	#
Tax + writ (Atty paid)	2.00
Sheriff Snodgrass,	3.10
Pro. Greeley	11.50
Jury fee	4.00
Atty	3.00

Summons in Assumpsit,
Returnable to next term

Nov. 1, 1921 - Statement of claim filed, and copy certified to Sheriff.

Writ returned: Nov. 2, 1921, served the within summons on the within named Sassius Smith, by handing personally, a true and attested copy thereof, together with a certified copy of plff's statement of claim, at his place of business in the City of Meadville, Pa.

So answers James A. Snodgrass, Shff.

Sur petition of Sassius L. Smith, deft.:

And now, Nov. 7, 1921 the above and foregoing petition having been presented and read, a rule to show cause why the statement of claim heretofore filed in this case should not be quashed or suppressed, why the plaintiff should not be required to file a new statement of claim in compliance with the requirements of the Practice Act of 1915, and why defendant should not be relieved from the filing of an affidavit of defense until fifteen days from the service upon him or his attorney of a new statement of claim, which shall comply with the requirements of the Practice Act, is hereby granted, returnable to 4th Monday of November, 1921, and the defendant is relieved from the necessity of filing an affidavit of defense until fifteen days after the final determination of this rule. Per Curiam (See paper filed)

And now, Nov. 21, 1921, Leave granted Plff. to withdraw the statement of claim heretofore filed and to file a new statement (See paper filed) Per Curiam.

Nov. 21, 1921, new Statement of claim filed.

On Argt. List for Nov. Term, 1921, No. 5.

Dec. 5, 1921 Affidavit of defense filed and copy served on Plffs. Atty.

Nov. 29, 1921 Rule discharged by consent of counsel. Per Curiam.

On Trial List for 1st Monday of March, 1922, No. 22.

March 10, 1922, Continued by consent.

On Fall Trial List, 1922, No. 26.

Dec 13, 1922, Continued by consent.

On Trial List for 2d Monday of Jan. 1923, No. 22.

Jan. 17, 1923. Continued - Remanet. Per Curiam.

On Trial List for 1st & 4th Mondays of March, 1923 No. 4.

And now, March 6, 1923, Before the Hon. James A. McLaughry, P.J. 35th Judicial District, specially presiding, a jury was selected and sworn as follows: 1- Mrs. Myrtle Stebbins, 2- Harrison Ellsworth, 3- Fred Parker, 4- Mrs. Frances Weisman, 5- Adelbert Hickernell, 6- Charles Drake, 7- Mrs. John Fulton, 8- F. E. Tyler, 9- V. L. Wood, 10- Albert Good, 11- T. H. Morrisey, 12- Bert Waid: twelve good and lawful persons, who upon their solemn oaths which they have taken, say, March 7, 1923, they find for the defendant.

March 10, 1923. Motion on part of plaintiff for a new trial filed, and rule to show cause granted, with leave to plff. to file additional reasons at any time within 15 days.
Per Curiam
(See paper filed)

March 10, 1923. Motion for judgment filed.

Form. P. 147.

Thomas & Thomas

43

W. W. Gelvin, J. Park Jackson & L. B. Starr, doing business as Gelvin, Jackson & Starr
vs
C. B. Kenty
Issued Nov. 1, 1921.

	#
Jax & writ (paid)	225
Shff. Snodgrass,	$6.90
Pro Q	3.50

Foreign Attachment in Assumpsit. Returnable to the second Monday of November next. Bail to dissolve $225.00.

To attach goods and chattels, moneys, effects and credits of the defendant in the hands of The National Concrete and Fire Proofing Company, garnishee.

Writ returned:— Nov. 2, 1921. Served this writ by going to the National Concrete Fire Proffing Co. at their agents office in the City of Meadville, Pa. at 11 o'clock on Nov. 2, 1921, and then and there declared in the presence of C. B. Davis and G. B. Shaffer, credible witnesses of the neighborhood and of my bailiwick, that I so attached goods, chattels, moneys and credits, as the property of the defendants in this writ, also The National Concrete Fire Proffing Co. as the persons in whose hands and possession the said goods, chattels, moneys & credits are supposed to be. Served this writ on C. E. Meink, Secretary and Treasurer of The National Concrete Fire Proffing Co., by handing personally a true and attested copy, and summoned him to appear as herein commanded, Nov. 14, 1921. As to the within named defendant, C. B. Kenty, I make return of Nihil habet.

So answers, James A. Snodgrass, Sheriff.

Feb 14 1922 Rec'd of Peffs Atty and 40/100 Dollars Shff & Prothys costs
V. L. Greeley Pro

Dec. 20, 1921. Plaintiffs statement of claim filed.

Jan. 2, 1922. Bond of defendants, with M. G. Beatty Surety, in the sum of Two hundred twenty five ($225.) dollars, filed.

Feby 18 1922
Rec'd of Pro Greeley six dollars Nisi Pri my costs — 6.00
Jas A Snodgrass

Feby. 14, 1922. this case settled & ordered off the record.
Gelvin Jackson and Starr
By Edmund B Starr

Otto Kohler

HH 9-9-21 2,2,4

John McClintock

Walter McClintock

April 25 1924 Reed of Otto Kohler atty Eight and 10/100 Dollars Stff & Pros costs

U. L. Greeley Pro

April 25-1924

Recd of Pro Greeley Three Dollars + 10/100 my costs

Jas A Snodgrass

Kalamazoo Bank Co., a corporation,

vs.

Cassius Smith, doing business under the title of Smith Bros.

Issued Nov. 2, 1921

	#	
Jax writ (atty fee)		2.00
Stff Snodgrass		3.10
Pro. Greeley		5.00
atty		3.00

Summons in Assumpsit, Returnable to next term.

Nov. 2, 1921, Statement of Claim filed and copy certified to Sheriff.

Writ returned: Nov. 2, 1921, served the within writ on the within named Cassius Smith, by handing him a true and attested copy thereof, together with a certified copy of plaintiffs statement of claim, at his place of business in the City of Meadville, Pa. So answers

James A. Snodgrass, Sheriff.

Dec. 5, 1921 Affidavit of defense filed, and copy served on Plffs. Atty.

Nov. 29, 1921, Rule discharged by consent of Counsel. Per Curiam.

Nov. April 25, 1924 this case settled.

Otto Kohler

Atty for Plff.

Dec. petition of dfdt: And now, Nov. 7, 1921, the above and foregoing petition having been presented and read, a rule to show cause why the statement of claim heretofore filed in this case be not quashed and set aside, and why a new statement of claim to conform to the requirements of the Practice Act of 1915, be not filed, and why the dfdt be not relieved from the necessity of filing an affidavit of defense until fifteen days after the serving of a new statement of claim to be filed, is granted, returnable to 4th Monday of Nov. 1921, and in any event the dfdt is relieved from the necessity of filing such affidavit of defense until fifteen days after the final determination of this rule. Per Curiam. (See paper filed)

And now, Nov. 21, 1921, Leave granted plaintiff to withdraw the statement of claim heretofore filed and file new statement. Per Cur. (See paper filed)

Nov. 21, 1921 New Statement of claim filed.

On Argt. List for Nov. Term, 1921, No. 6.

Albert L. Thomas 45	Gale B. Polliard vs. Frederick Koessling Issued Nov. 2, 1921 Jay twsit (Plff. paid) 2.00 Shff. Snodgrass $4.40	Capias ad respondendum in Trespass, Returnable to next term. Bail required in the sum of $500.00. Nov. 2, 1921. Affidavit to hold to bail filed Writ returned:- Nov. 3, 1921. By virtue of this writ to me directed, I did on Nov. 3, 1921, arrest and take the body of the within named Frederick Koessling. Whereupon he gave bond according to law, in the sum of Five hundred dollars ($500.00) with John A. Koessling of the city of Meadville Pa. as surety, which said bail-bond I herewith return according to law as commanded. I also gave notice to Plaintiffs Atty. in writing of the name and residence of the bail. So answers, James A. Snodgrass, Shff.

Otto Kohler #6 Walter J. McClintock	The S. D. Levy Company vs. Cassius Smith Entered Nov. 4, 1921 Tax twice ~~acct paid~~ paid 2.00 Pro Gusucs .50 atty 3.00	Summons in Assumpsit Returnable to next term Nov. 4, 1921, Statement of claim filed. And now, Nov. 4, 1921, Walter J. McClintock Esq., attorney for Cassius Smith, Deft., appears and waives the issuance and service of a summons, and accepts service of the statement of claim filed; said case to proceed with the same force and effect as if a summons had been regularly issued and served by the Sheriff together with statement of claim upon the deft. (See statement of claim) Nov 17 1921 Affidavit of defense filed Same served on Pltfs atty Nov. 19, 1921. (See affidavit) Nov. May 22, 1924. This case settled. Otto Kohler Atty

James W. Smith	W. H. Nodler vs James Reaugh and Ruth S. Reaugh. Entered Nov. 4, 1921. Tax + entry (paid by Pft.) 1.50 Costs on Trans (Pd by Pft) 8.20	Appeal by Defts. from Judgment of James D. Roberts, Esq., Alderman

NOVEMBER TERM, 1921

L. W. Benedict Thomas & Thomas vs Albert L. Thomas Arthur R. Thompson	A. J. Weatherby vs. E. B. Beaver Issued Nov. 4, 1921 Tax & writ (pd by attys) 2.00 Shff. Snodgrass 2.40 Pro. Greeley 2.75 Atty 3.00	Summons in Trespass Pit. Returnable to next term. Nov. 7, 1921, Plaintiffs statement of claim filed and service of same accepted by Albert L. Thomas, Esq., as attorney for defendant. Writ returned: Nov. 14, 1921, Service on the within Summons accepted by Albert L. Thomas, defendants attorney. So answers, James A. Snodgrass, Shff. Nov. 18, 1921. Affidavit of defense filed. On Trial List for 1st & 4th Mondays of March, 1923, No. 21. March 5, 1923. Counsel for plaintiff in Open Court takes a voluntary non suit. Per Curiam. W. page 251. Judgment. V. L. Greeley, Prothy.

W. J. Birdsman
49

May 8 1922 Recd of Peff by atty Twenty one and 65/100 Dollars Sheriffs & Prothys costs
V. L. Greeley Pro

May 8, 1922
Recivd my costs from Pro. Greeley $8.10
H B Cutshall
Sheriff

May 8 1922 Recd of Pro Greeley Four and 20/100 Dollers my Costs
Jas A Snodgrass

Alta Ellen Eastman
vs.
Wiley Franklin Eastman
Issued Nov. 5, 1921.

Tax & writ (pd by atty)		2.00
Shff Snodgrass	mileage	1.60
Shff Snodgrass on alias		1.00
Shff Cutshall on alias		1.60
Shff Cutshall on pros		6.50
A R Thompson, Master	Pd	25.00
Pro. Greeley		9.35
Atty		3.00
		51.65

Subpoena in Divorce and for custody of Maxine Eastman, aged 6 years, child of the parties; Returnable to first Monday of December next.

And now, November 5, 1921, subpoena awarded, Returnable the first Monday of December, 1921.

Signed Thos. J. Prather P.J.

Subpoena returned: Dec. 5, 1921 The within named respondent Wiley Franklin Eastman was not found in my bailiwick.

So answers James A. Snodgrass, Shff.

Dec. 7, 1921 Alias subpoena in divorce issued, returnable to first Monday of Feb. 1922.

Writ returned:- And now Jan. 2, 1922, I make return of "nonest inventus" of the within named Wiley Franklin Eastman, and return this writ over to my successor in office.

So answers, James A. Snodgrass, Sheriff.

Writ returned:- Now, Feb. 6, 1922, The within named respondent not found in my bailiwick. So answers, H. B. Cutshall, Sheriff.

Mch 3 1922 Order issued for publication of Sheriffs proclamation returnable to first Monday of April next

And now, April 3, 1922, I, H. B. Cutshall, Sheriff of Crawford County, do hereby certify and make return, That I have made proclamation in the above entitled case according to law, and caused the same to be published in the Meadville Times, a newspaper printed within my bailiwick for four weeks successively prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached. So answers H. B. Cutshall, Sheriff.

And now, April 3, 1922, A R Thompson, Esq., is appointed Master. (See paper filed) Com. issued. Per Curiam.

May 12 1922 Testimony and Report of Master filed.

On Arg'k. List for May Term, 1922, No. 20.

June 15, 1922, After due consideration, a divorce is decreed as prayed, at the cost of respondent; and the custody of the child Maxine is awarded to libellant. Per Curiam.

And now, to wit: June 15, 1922 this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed, That the said Alta Ellen Eastman be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Alta Ellen Eastman the libellant and the said Wiley Franklin Eastman, the respondent; and that thereupon all and every the duties rights and claims accruing to either the said libellant or the said respondent, at any time heretofore in pursuance of such marriage shall cease and determine: And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been

See margin

married.

And it is further ordered that the custody of the child Maxine Eastman, be and the same is hereby awarded to the said Alta Ellen Eastman, the libellant.

Per Curiam

See paper filed.

Otto Kohler
50

Sept 19 1922 Recd of Pff by atty Twenty One and 85/100 Dollars Shff + Proths Costs
V. L. Greeley Prs

Sept 19-1922 Rec'd of Pro Greeley Six + 60/100 Dollars my Cost.
H B Cutshall
Sheriff Per O.K.P.

Sept 19-22
Rec'd of Pro Greeley Four Dollars Forty cents my costs
Jas A Snodgrass
Sept. 23, 1922 Rec'd. from Libellant's Atty. by hand of Pro. Greeley, Masters Fee in this case $25—
O Clare Kent
Master

Mildred B. Crouthers
vs.
Paul D. Crouthers
Issued Nov. 7, 1921

	#
Tax + writ	2.00
Shff. Snodgrass	4.40
Shff. Cutshall, alias	6.60
O. C. Kent, Master fee	25.00
Pro. Greeley	8.85
Atty	3.00

Subpoena in Divorce; Returnable to First Monday of January next. Libellant prays for restoration of her maiden name, to wit, Mildred B. Grove.

And now, Nov. 7, 1921, Subpoena awarded, Returnable the first Monday of January next.

(Signed) Thos. J. Brather, P.J.

Subpoena returned:- Jan. 2, 1922, as to the within named respondent Paul D. Crouthers I return "nonest inventus". So answers,

Jamis A. Snodgrass, Sheriff.

July 25, 1922, Alias subpoena in divorce issued, returnable to the first Monday of September next.

Alias Subpoena returned: Served the within Subpoena in Divorce on the Respondent personally, on the first day of Aug. 1922, by delivering to him a true and attested copy of the same, and making known to him the contents thereof, as appears from affidavit as above. So answers H B Cutshall, Sheriff.

And now, Sep. 5, 1922, O. Clare Kent, Esq. is appointed Master, by Hon. Thos. J. Brather, P.J. (See paper filed)

Sept. 15, 1922 Testimony and report of Master filed.

On Argument List for Sept. Term, 1922 No. 20.

Oct. 18, 1922, After due consideration, a divorce is decreed as prayed; at the cost of respondent; and libellant is permitted to assume her maiden name - Mildred Grove. Per Curiam.

Decree:—And now, to wit; October 18, A. D. 1922, this cause came on to be heard on libel, subpoena, subsequent proceedings and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged, and decreed,

That the said Mildred B. Crouthers be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Mildred B. Crouthers, the libellant and the said Paul D. Crouthers, the respondent; and that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at any time heretofore in pursuance of said marriage, shall cease and determine;

And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married.

And further the Libellant is permitted to assume her maiden name Mildred Grove.

(See paper filed) Per Curiam.

Albert L Thomas
51

Feby 20 1922 Recd of Plff by atty Seventeen and 65/100 Dollars Shff & Postage costs
U. L. Greeley Pro

Feby 21-22
Recd of Pro Greeley six dollars eighty cts in full costs
Jas A Snodgrass

Hazel Pitt
vs.
Edward S Pitt
Issued Nov. 7, 1921.

	#
Tax & writ	2.00
Shff Snodgrass	5.40
Shff Snodgrass Sept 1920 at no 84	1.40
Pro Greeley	8.85
Master	25.00
atty	3.00

Subpoena in Divorce, Returnable to Second Monday of February, 1922.

And now, Nov. 7, 1921, Subpoena awarded, Returnable to next February term. (Signed) Thos. J. Grather, P.J.

Subpoena returned: Served the within subpoena in divorce on the respondent personally, on the 28th day of November, 1921, by delivering to him a true and attested copy of the same, and making known to him the contents thereof, as appears from affidavit as above. So answers,

James A. Snodgrass, Sheriff

Now, February 13, 1922, On motion in open Court, W. J. McClintock, Esq., is appointed Master in the above case.

(See paper filed) By Hon. Thos. J. Grather, P.J.

Feb. 15, 1922, Commission issued.

Feby 16, 1922 Testimony on part of Libellant and Report of Master filed.

On Argument List for Feby Term, 1922, No. 32.

March 20, 1922, A divorce is decreed as prayed, and at cost of respondent. Per Curiam

Decree:—And now, to wit, March 20, A. D. 1922, this cause came on to be heard on libel, subpoena, subsequent proceedings and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed:

That the said Hazel Pitt be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Hazel Pitt, the libellant, and the said Edward S. Pitt, the respondent; and that thereupon all and every the duties, rights and claims accruing to either the said libellant and the said respondent at any time heretofore in pursuance of said marriage, shall cease and determine:

And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married. Per Curiam.

(See paper filed)

J. Penny Exhibits — March 29, 1926.

Albert L. Thomas
to
W. Benedict
52
W. J. Sirdevan
Edmund B. Breene

April 12, 1923 Received from Plff. Louis B. Burr, $4.00, being jury-fee in this case.
U. L. Greeley, Pro.

Jan 29 1924 Rec'd of Sheriff Cultrell Twenty four and 50/100 dollars as cost
U. L. Greeley Pro

Louis B. Burr
vs.
Lessor E. Levy
Issued Nov. 7, 1921

	#
Jay + writ (paid)	2.00
Shff. Snodgrass	15.00
Pro. Greeley	5.50
Atty	3.00
Shff. Cultrell on Dfts. subp. for 2d mon. Jan. 1923	3.00
Pro. Greeley since	14.50
Jury-fee pd	4.00
Plffs. Bill of Costs	229.88
Pro. Fs. on Rule	2.50

Capias ad respondendum in Trespass, Returnable to the first Monday of December next.

Nov. 7, 1921, Affidavit to hold to bail filed

Nov. 7, 1921, Bail required in the sum of $3000.00. Per Curiam. (See praecipe).

Nov. 7, 1921, Plaintiffs Statement of claim filed

Nov. 25, 1921, W. J. Sirdevan, Esq. appears for the defendant Lessor E. Levy, in above stated case. (See paper filed)

Dec. 5, 1921, Edmund B. Breene, Esq. appears for Deft. (See paper filed)

Writ returned: Nov. 21, 1921, did as herein commanded, and the within named deft. gave bail, according to law I have notified plffs. attorneys of the bail. Bond returned with this writ. So answers James A. Snodgrass, Sheriff.

Dec. 5, 1921 Bail bond of Deft. with B. Levy as bail, in the sum of $3000.00, dated Nov. 21, 1921, filed.

Our petition of Deft. And now, Dec. 5, 1921, rule is granted on Plff. herein to show cause why a bill of particulars should not be furnished by plaintiff to defendant. All proceedings herein stayed in the meantime; Rule returnable the 2d day of January 1922. Per Curiam. (See paper filed) Rule issued (Also, see Rule Doc. 12, page 558)

Jan. 2, 1922. Demurrer filed. Service accepted by Defts. Attys. On Argt. List for Feb. Term, 1922, No. 1

Feb. 27, 1922, Rule discharged by consent of counsel. Per Curiam

And now, March 13, 1922, On petition of Deft. presented in open Court," rule granted on plaintiff to show cause why he should not file a more specific statement of claim in accordance within petition; Rule returnable the first Monday of April, 1922; All proceedings stayed in the meantime. (See paper filed) Rule issued. Per Curiam.

March 13, 1922, Proof of service of certified rule upon plffs. Atty, filed.

March 27, 1922. Answer to defendants petition filed

On Argument List for May Term, 1922, No. 6.

"To be submitted. Defts. brief filed" Per Curiam

Now, July 31, 1922, rule for more specific statement of claim absolute and plaintiff is directed to file said amended and more specific statement of claim within fifteen days from the filing hereof and in default the statement will be marked "stricken from the record."
Per Curiam
(See Opinion Filed) Thos. J. Brathen P.J.

Aug. 11, 1922 Plaintiffs amended or supplemental statement of claim filed.

Record continued on page 547

Otto Kohler
53
Thomas & Thomas

Henry Baxter Breed
vs
Crawford County
Trust Company
Entered Nov. 17, 1921.
Jay & Bro. Greeley (Prd 12/5/21) 2.00
Bro. Greeley (Prd 12/5/21) 1.00
Atty 3.00

Case Stated.
Filed November 7, 1921

On Argument List for Nov Term, 1921, No. 12.
November 29, 1921, Argued by A.V.

Feb. 6, 1922. - The death of James Monroe Breed, on the evening following the argument of the case, dissolved the trust, & vested the entire estate in the remaindermen, hence this question is settled by the Court of last resort.
The papers are therefore returned to the files.
Per Curiam,
Thos. J. Brother, J.

54

John A. Neyland
vs.
Edward F. Echenoz
Entered Nov. 9, 1921

Pro. Greeley (Plff. paid) # 2.25

Of No. 97 November Term, 1916.
Amicable Scire Facias sur Judgment.

It is agreed That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said county and duly so returned; and that a Judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Four Hundred nine and 25/100 Dollars, being the amount of debt, interest and costs now due on the original judgment.

Debt # 409.25
Interest from Nov. 3, 1921

Ep. 414.

Judgment
V. L. Greeley, Pro.

Oct 1 1924 Recd satisfaction in full debt interest and costs on the above judgment
John A. Keyland

55

J. E. Bossard

J. E. Bossard for defendant
Nov. 10, 1921. V. L. G.

N. K. Goodwin
vs.
Chas. H. Jones
Entered Nov 10, 1921.

	#
Tax + entry (paid by Atty)	1.50
Costs on Trans. (paid by Dep't)	8.35
Pro. Greeley	1.25
Atty	3.00

Appeal by Deft from Judgment of A. L. Boynton, Esq., Alderman.

And now, February 26, 1923, On motion of defendants Attorney in Open Court, non pros. granted in the above entitled case, the plaintiff having failed to file a declaration or statement of his demand within fifteen months from the first day of the term to which the action was brought. Per Curiam.

(See paper filed)

G. page 163

Judgment
V. L. Greeley, Pro

56

In the Matter of the Municipal Election for the Year 1921
Entered Nov. 10, 1921
Pro. Speeley $55.80

And now, November 10, 1921, It is ordered that Miss. Margaret Compton, T. F. Charlton D. B. Higby and Chas. B. Stegner be and they are hereby appointed officers of this Court, to assist in tabulating, computing and certifying the voted cast at the Municipal Election held in the County of Crawford and in the Cities of Meadville and Titusville in said county, upon the 8th day of November, 1921. Per Curiam.

Same day, Oath of said assistants taken and filed in open Court

Nov. 11, 1921. Computation tables filed.

Nov. 11, 1921, General certificate of result filed, and Copies of vote on Supreme Judge and Sheriff issued and transmitted to Secy of Com.

Nov. 11, 1921, District return from Meadville and Titusville and from the Townships & Boroughs which elected Justices of the Peace filed.

Nov. 11, 1921, Affidavits of H.R. Conover, County Commissioner, and H.B. Klingensmith, Superintendent of the Job Printing Department of the Tribune Publishing Company, filed, with the following order indorsed:

Now, Nov. 11, 1921, On consideration of the within, it appearing that the person nominated for School Director for the City of Titusville for the two year term, whose name was printed on the official ballot as Annette F. Grumrine, was in fact Annette F. Grumbine, and was so certified to the County Commissioners, and so certified to the printers of the official ballot, and that said error was due to a typographical error, and that there is no such person answering to the name Grumrine, the name is now corrected and certified to comply with the facts, to wit, Annette F. Grumbine

Per Curiam.

(See paper filed) (Signed) Thos. J. Grather, P.J.

Donald B. Thompson

57

Mrs. Rose First, Assignee of Alson Foust, who was the assignee of Amanda E. Appel

vs.

F. W. Marvin, Mortgagor, and Nancy F. Mondereau Executrix of the last will and testament of Isaac Mondereau, deceased; Harvey J. Mondereau, LeRoy Mondereau, Pearl M. First, and Nancy F. Mondereau, Testamentary Guardian of Lorena Mondereau, owners, and Glen M. Hollabaugh, terre tenant.

Issued Nov. 11, 1921.

	#
Tax & writ (paid)	2.25
Rec. Miller	.50
Shff. Snodgrass	$13.10
Pro. Greeley	6.00
Shff. Snodgrass on alias	1.60
~~Pro. Greeley~~	~~3.50~~
Atty.	3.00

Sci. Facias sur Mortgage recorded in Mortgage Book Vol. 87, Page 383; Returnable to first Monday of December, 1921.

Nov. 11, 1921, Affidavit as to title to land filed.

Writ returned:- Nov. 26, 1921, Served this writ on the following defendants, by handing a true & attested copy to each, & summoned them to appear as herein commanded, Nancy F. Mondereau, Executrix of the last will & testament of Isaac Mondereau, deceased, Harvey J. Mondereau, LeRoy Mondereau, Pearl M. First, & Nancy F. Mondereau, Testamentary Guardian of Lorena Mondereau, Glen M. Hollabaugh. As to F. W. Marvin, I make return of nihil habet.

Dec. 5, 1921 So answers.

James A. Snodgrass, Sheriff

Dec. 20, 1921. Alias Sci. Fa. sur mortgage as to F. W. Marvin issued, returnable to first Monday of January next.

Alias Scia. Fa. sur Mortgage returned: Jan. 2, 1922. As to the within named F. W. Marvin, I make return of "nihil habet." So answers,

James A. Snodgrass, Shff.

And now, January 21, 1922, On motion of plaintiff's attorney, judgment is entered against the defendants, Nancy F. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased, Harvey J. Mondereau, LeRoy Mondereau, Pearl Mondereau First, and Nancy F. Mondereau, Testamentary Guardian of Lorena Mondereau, and Glen M. Hollabaugh (which defendants have been duly served), and F. W. Marvin, the original mortgagor, after two returns of Nihil habet, - and in favor of plaintiff, Mrs. Rose First, Assignee, etc, for want of an appearance and affidavit of defense; and said judgment is liquidated at the sum of Seven hundred sixty Dollars and ninety-nine cents, with interest thereon from date and costs. (See Rule Doc. 12, page 560)

760.99

Debt

Int. from Jan. 21, 1922

Judgment

V. E. Greeley, Prothy.

M. p. 237, 227, 226, 228, 229; Do. 7, 112; F. p. 132

Lev. Fac. to No. 73 Feb. Term, 1924.

58	Chas. F. Haas vs. L. L. McLean Entered Nov. 12, 1921 Tax + entry (paid by Deft.) #1.50 Costs on Trans (#4.75 paid by Deft.) 5.45	Appeal by Deft. from Judgment of A. L. Boynton, Esq., Alderman.

59	Moore Bros. Co. vs. L. L. McLean Entered Nov. 12, 1921 Tax Entry (Judy Dft) 1.50 Costs on Trans. (Dft) 5.70	Appeal by Deft. from Judgment of A. L. Boynton, Esq., Alderman

Leland J. Culbertson 185	Harry C. Snearline vs. Bertha Snearline	Record Continued from page 185

Decree:- And now, to wit, Dec. 4. A.D. 1922, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed.

That the said Harry C. Snearline be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him, the said Harry C. Snearline, the libellant, and the said Bertha Snearline, the respondent.

And that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage, shall cease and determine.

And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married.

Per Curiam.

In re Estate of Lyman E. Mitchell, a person of unsound mind

Record Continued from page 479 of No. 3 Nov. Term, 1921

(Order for payment of allowance costs, &c concluded:)

"It is further ordered and decreed, and the said guardian is authorized to pay out of any funds now in or coming into its hands, belonging to the said Lyman E. Mitchell, an attorney fee of $25.00 to Arthur R. Thompson, for services in the appointment of the said guardian, the presentation of the foregoing petition, the preparation of pension papers, and also to pay any court costs and Notary fees, properly incurred by reason of the foregoing guardianship from time to time, when and as sufficient funds for the making of such payments come into its hands as guardian of the said Lyman E. Mitchell. Per Curiam (See petition filed) copy issued.

April 3, 1922, Petition of guardian for authority to reimburse Mark W. Mitchell for funds paid out for his father Lyman E. Mitchell presented in open Court.

Order of Court: And now, this Third (3d) day of April, A.D. 1922, upon hearing and consideration of the foregoing petition, affidavit and itemized statement thereto attached, and on motion of Arthur R. Thompson, Esq., pro. petitioner, a rule is granted on Charlotte M. Mitchell, of New York city, New York, to show cause why the sum of the said itemized statement should not be paid to the said Mark M. Mitchell as prayed for in the foregoing petition; returnable the first Monday of May, 1922, and a copy to be served on the said Charlotte M. Mitchell by registered mail fifteen days prior to said return day. Per Curiam. (See paper filed) Rule issued.

Now, this second day of May, 1922, upon return of service by registered mail of the foregoing rule, petition, affidavit, itemized statement on the aforesaid Charlotte L. Mitchell, and it appearing that no exceptions to the granting of same have been filed by her, it is ordered and decreed, and the Second National Bank of Titusville, Pa., as Guardian of the said Lyman E. Mitchell, is authorized to pay out of the funds in its hands as such Guardian, to the said Mark M. Mitchell, the sum of $489.82, as prayed for in the foregoing petition, and exclusive of the allowance of fifteen Dollars per week heretofore paid and now being paid by the said guardian to the said Mark M. Mitchell for the support and maintenance of the said Lyman E. Mitchell, as heretofore authorized and decreed by this Court (Signed) Thos. J. Prather, P.J.

Jan 10 1924 Final account of Second National Bank Guardian filed showing no balance due estate and Notice issued to Titusville Herald that said account will be finally confirmed on First Monday of Feby 1924 unless

See margin

Continued from bottom of page
exceptions be filed
in the meantime

March 24, 1924 Proof
of publication of
notice of account filed.

X

The Westinghouse Company
vs.
C. A. Klumph and John Lang

Record Continued from page 459 of No. 132 Sept. Term, 1921.

Jan. 9, 1922. Rule to show cause why judgment should not be entered in favor of defendants upon the whole record, for the thresher, paddle, stacker, bagger, and seives involved in this case. Per Curiam. (See paper filed)
On Argt. List for Feb. Term, 1922 No. 3
Feb. 28, 1922 Argued C.A.V.
July 31, 1922 Testimony on part of plaintiff filed.

Now July 31, 1922, Rule for judgment N.O.V. discharged and judgment directed to be entered in favor of plaintiff company for the Westinghouse Thresher No 3 together with costs, and at the same time judgment is directed to be entered in favor of defendants for $61, together with costs.
(See Opinion filed)

Per Curiam
Thos J. Prather
Judgment.
V. L. Greeley, Prothy.

Corp. p. 141. K. p. 128; L. p. 67.

Nov. 18, 1922 Defts. Bill of costs $32.95, filed.

Feby 1 1923
Recd satisfaction in full Each from the other of the above judgment debt interest and costs.
Thomas & Thomas
Attys for Defts.
O. Clare Kent
Atty. for Plff.

Paul E. Kightlinger
vs.
Thelma Kightlinger

Record Continued from page 356
of No. 32 Sept. Term, 1921

separated from the nuptial ties and bonds of matrimony heretofore contracted between him, the said Paul E. Kightlinger, the libellant and of the said Thelma Kightlinger, the respondent; and that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent, at any time heretofore in pursuance of said marriage, shall cease and determine;

And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married.

Per Curiam.

(See paper filed)

Thomas & Thomas
X

In re Estate
of
Emeline Flagg,
a lunatic.

Record continued from page 431
of No. 107 September Term, 1921

May 1, 1922, Return of sale of real estate with ~~Committee bond~~, proofs of notice, &c. attached, filed

Return of sale: To the Honorable Thomas J. Brather, Judge of said Court: the petition of R. L. Gordon, Committee of the estate of Emeline Flagg, a lunatic, respectfully represents:

1. That in pursuance of an order of your honorable Court, made March 27, 1922 for the public sale of certain real estate of the said Emeline Flagg, to wit: All that piece of land situate in Summerhill Township, Crawford County, Pa., bounded and described as follows: On the north by lands now or formerly of E. Smith and Simeon Dearborn; on the east by lands now or formerly of E. Smith and Thomas Dole; on the south by lands now or formerly of Joseph Dearborn and Nathaniel Kelly; on the west by lands now or formerly of Nathaniel Kelly and Henry Davis,— your petitioner did on April 24, 1922, at eleven o'clock A. M, expose the above described premises to public sale, having first given due and legal notice thereof.

2. That at said sale the said premises were sold to Wm O. Seneff, for the price or sum of $640.00, he being the highest and best bidder, and that the highest price bidden for the same.

Your petitioner has given security for the faithful application of the proceeds of the said sale.

Wherefore your petitioner prays your honorable Court to confirm the sale so made as aforesaid, and to authorize your petitioner to execute a deed in fee simple to said purchaser of said premises, and he will ever pray.

(Affidavit appended) (Sgd) R. L. Gordon

And now, May 1, 1922, Upon consideration of the foregoing, the sale so returned is hereby confirmed nisi, the same shall become final unless exceptions thereto be filed within ten days. Per Curiam.

May 1, 1922, Bond of R. L. Gordon, Committee, with Jack Gordon and V. F. Smith as Sureties, in the sum of One thousand two hundred eighty Dollars, approved by Hon. Thos. J. Brather, P. J. and filed.

And now, May 12, 1922, No exceptions having been filed to the foregoing return the same is hereby confirmed finally, and that said property so sold be and remains to said Purchaser forever. and the said Committee R. L. Gordon is authorized and directed to make, execute and deliver to the purchaser Wm. O. Seneff, his heirs and assigns, a good and sufficient deed for the said premises. Per Curiam. (See return of sale filed)

~~Aug 7, 1922, Account~~ See No. 9 May Term '20

Arthur L. Bates x John O. & Walter J. McClintock	Fairlawn Knitting Co vs. Cassius L. Smith doing business as Smith Brothers.	Record continued from page 365, of No. 41 September Term, 1921. On Fall Trial List for 1922 No. 28. Oct. 30, 1922 continued by consent. Dec. 29, 1922, Depositions taken by W. M. Simon, Commissioner, filed, and Attys notified. On Trial List for 2d Monday of Jan. 1923 No. 36 Jan. 17, 1923. Continued; Remanet. Berger On Trial List for 1st 4th Mondays of Mar. 1923, No. 14 And now, March 8, 1923. Before Hon. James A. McLaughry, P.J. of 35th Judicial District, specially presiding, a jury was selected and sworn. Same day, After a part of the plaintiff's evidence was in, a voluntary non suit was taken by plaintiff. Per Curiam. Corp. page 148. Judgment. V. L. Greeley, Prothy.

TERM, 1921

N. J. Sirdevan
140
Geo. Frank Brown

Salvatore Digraci
vs
Marie Digraci

Record continued from page 467

Decree: And now, to-wit July 2, A.D. 1923, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed that the said Salvatore Digraci be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between him, the said Salvatore Digraci the libellant, and the said Marie Digraci the respondent.

And that thereupon all & every the duties, rights and claims, accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage shall cease and determine; And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married.

Per Curiam

(See paper filed)

W. J. Sinderman

X

In the Matter of the Estate of Ellen Corrigan of the City of Titusville, a person of weak mind.

Pro Gruby on cost 3.00
adv acct (2-15-28 paid) 3.00

Record continued from page 200 of No. 221 February Term, 1921.

bonds No. 457,778 and No. 462,011, for #2000.00 and #1000.00 respectively, there not being sufficient funds in the hands of the Guardian to justify the full amount of security hereto furnished as set forth in said petition, it is ordered and decreed - That said bonds be and the same hereby are cancelled, and that the petitioner and her surety, the United States Fidelity and Guaranty Company of Baltimore be and they hereby are exonerated, released and discharged from any further liability thereon; the said bond for #2000.00 last given and numbered #67,287, however, to remain in full force and virtue until released and discharged according to law.

(See paper filed) Per Curiam.

Dec 23 1927 Final account of Guardian filed Showing no balance due estate and Notice issued to Titusville Herald that said account will be finally confirmed on Second Monday of January 1928 at 10 o'c a m unless exceptions are filed in the meantime.

Petition by Guardian for discharge filed January 12, 1928.

Order: And now, January 12th, 1928, the foregoing petition of Rose A. Rees, Guardian of the above named Ellen Corrigan, being duly presented and considered and it appearing that said Guardian has no funds or assetts in her hands belonging to said estate and it further appearing that her final account was filed in the Prothonotary's office of Crawford County, Pa., on the 22nd day of December, 1927, and that due notice was given by said Prothonotary that the same would be allowed and finally confirmed by the Court on the second Monday of January, 1928, if no exceptions were filed and cause shown and there being no exceptions or cause shown, wherefor said account is finally confirmed, it is ordered, adjudged and decreed that the said petitioner be and she hereby is discharged from the duties of her trust and that she and her surety, The United States Fidelity & Guaranty Company of Baltimore Maryland, be and they are hereby discharged, released and exonerated from any further liability upon the bond heretofore given and now outstanding in said estate, to-wit: the said Surety Company's bond No. 467287.

(See paper filed.) Per Curiam.

Sina Altina Titus
vs.
Earl Titus

Record continued from page 287 of No 56 May 1921.

And now, to-wit: June 15, 1922 this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth are true, it is by the Court ordered, adjudged and decreed, That the said Sina Altina Titus be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Sina Altina Titus the libellant, and the said Earl Titus, the respondent: and that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at any time heretofore in pursuance of said marriage shall cease and determine; and the said libellant ~~and respondent~~ shall ~~severally~~ be at liberty to marry again in like manner as if they had never been married.

And it is further decreed, as the law declares, that the said Earl Titus shall not marry the said Fay Langworthy during the life of Sina Altina Titus, the libellant.

See paper filed

Per Curiam

Louis C. Burr

vs

Lessee E. Levy.

Record continued from page 528.

And now Sept 5, 1922 the within petition having been duly presented and considered, a rule is granted on plaintiff to show cause why he should not file a more specific statement of claim herein. Returnable the 4th Monday of September 1922. Proceedings stayed in meantime. Per Curiam.

See paper filed

And now, Oct. 30, 1922, On motion in open court, leave granted plaintiff to amend his supplemental statement of claim.

(See paper filed) Per Curiam.

On Argt. List for Nov. Term, 1922, No. 2.

Nov. 27, 1922, Rule discharged by consent. Per Curiam.

Dec. 17, 1922, Affidavit of defense filed, and service accepted by Pepper atty.

On Trial List for 2d Monday of Jan. 1923, No. 9.

And now, January 16, 1923, jury called and sworn as follows: 1- Howard Amy, 2- Hardy Baker, 3- Donald Mossinger, 4- Ernest F. Miller, 5- A. J. West, 6- Charles Spaid, 7- Bruce Liddicote, 8- Ernest Karlskind, 9- Walter Griesbamm, 10- Mrs. Pearl Smith, 11- A. N. Griggs, 12- Taylor A. Brown. Twelve good and lawful persons, who upon their solemn oaths which they have taken, say, January 24, 1923, they find for the plaintiff for $12,500.00. L. page 143.

Jan. 19, 1923. Motion for a compulsory non suit filed in open Court, and motion overruled. Per Curiam.

Jan. 23, 1923. Plaintiffs and defendants points filed.

Jan. 26, 1923. Motion by defendant for judgment N. O. V., filed and rule to show cause granted why judgment N. O. V. should not be entered. By Thos. J. Brother, P. J.

Now, Jan. 26, 1923. Defts. motion for new trial filed, and Rule to show cause granted why new trial should not be ordered and motion to transcribe notes of testimony entertained.

(Sgd) Thos. J. Brother, P. J.

Feby 5 1923 Plaintiffs bill of costs filed for $229.88

On Argt. List for Feb. Term, 1923 No. 7.

Feb. 19, 1923. Charge of the Court filed

Feb. 28, 1923. Argued - D.A.V.

Now, March 26, 1923, rule for judgment N.O.V. discharged. And upon condition that plaintiff files a remittitur of so much of the verdict as is in excess of $8000, within fifteen days from the notice of the filing of this opinion, then the Prothonotary is authorized to mark the rule for new trial discharged, and upon plaintiffs failure so to do, rule for new trial will be marked absolute. Per Curiam. (See opinion filed)

And now, March 27, 1923, comes the plaintiff Louis C. Burr, and files this remittitur of so much of the verdict in this case as is in excess

- See next page -

No. 52 November TERM, 1921

Continued from preceding page.

of the sum of $8000.00, and agreed that the verdict of the jury may be reduced by the Court to the sum of $8,000.00. This remittitur is filed pursuant to the order of the Court on the rule for judgment n.o.v. and for new trial, dated March 26, 1923.

(Signed) Louis B. Burr, Plaintiff.

(Signed)
W. W. Benedict
Albert L. Thomas,
Attorneys for Plaintiff.

(See paper filed March 28, 1923)

And now, April 12, 1923, The jury-fee having been paid, judgment is entered upon the verdict as reduced by order of Court and by consent of plaintiff, against the defendant, for the sum of Eight thousand Dollars, with interest from January 24, 1923, and costs of suit.

	#
Debt	8000.00
Interest from January 24, 1923	

Judgment,
V. L. Greeley, Prothy.

L page 143.

Fi Fa to no 56 Sept Term 1923

Sur petition of Defendant:

Order of Court: And now, October 1, 1923, the foregoing petition having been duly presented and considered, a rule is granted on the plaintiff herein to show cause why defendant should not be discharged from arrest, returnable November 7, 1923, at 10 o'clock A.M.; actual notice of the hearing of said rule to be given to plaintiff or his counsel of record, and to all creditors whose addresses are known to petitioner, and also, that notice of said hearing be given by publication twice in the Titusville Herald, a daily newspaper published in the County of Crawford, to wit, on October 3d and 10th, 1923.

And it is further ordered that pending the hearing of said rule the said petitioner be and he hereby is discharged from arrest upon entering security, to be approved by the Court, in the sum of Two Thousand Dollars ($2,000) for his appearance, surrender and compliance with the decree of the Court. Per Curiam. (See paper filed)

Oct. 1, 1923 Bond of defendant upon application for discharge pending rule to show cause why he should not be discharged from arrest under act of June 1, 1915 P. L. 704. approved by the Court, and filed: said bond being dated Oct. 1, 1923, in the sum of $2000.

Oct. 10, 1923. Answer of Louis B. Burr filed.

Nov. 7, 1923 Proof filed, of service of notice on plaintiff and creditors and proof of publication of notice sur rule for discharge of deft.

Now, Nov. 8, 1923, defendants rule for discharge from civil arrest is dismissed and discharged. Per Curiam.

(See opinion of Court filed)

March 29, 1928. Sci Fa. to No. 59 May Term, 1928.

March 29, 1928. J. Berry Eckels, Esq., appears for plaintiff.

(See paper filed)

Florence E. McDonald
vs.
J. J. Eiler, admr. of
P. A. Eiler, decd

Record continued from page 333
of No. 9 Sept. Term, 1921.

Now, July 27, 1923 this Judgment + costs
paid in full, record satisfied.
Otto Kohler Atty

x	J. H. Matthews vs. Erie Railroad Company	Record Continued from page 430 of No. 106 Sept. Term, 1921 Aug. 31, 1923 Testimony taken by Stenographer, Vol. 1, filed. Aug. 31, 1923 Testimony taken by Stenographer, Vol. 2, filed. On Arbt. List for Sep. term, 1923 No. 1. On Arbt. List for Nov. Term, 1923 No. 8. Dec 6, 1923 Plffs bill of costs filed.) Argued C.A.V. Jany. 28th 1924 Received from Erie R.R. Co., ~~Plaintiff~~ Defendant Thirteen hundred ($1300) Dollars settlement in full of this suit including all damages ~~of~~ any nature and kind. O. Clark Kent Atty. for Plff.

Otto Kohler	The D. and S. Bing Co., a corporation, vs. Cassius Smith	Record continued from page 458 of No. 131 Sept. Term, 1927.
John O. & Walter J. McClintock		Feb. 21, 1929. Depositions of Sidney H. Bing, George W. Winkel and Lawrence L. Bing, taken by Ray Hicks, Comr. at Cincinnati, O., filed, and Attys notified On Trial List for 1st & 2d Mon. of Mar. 1928, No. 24. March 12, 1928, continued on application of plaintiff. On Trial List for 1st & 2d Mondays of Oct. 1928 No. 8. Oct. 2, 1928. Counsel report settlement agreement, and case continued to foot of list.

In re Estate of E. W. Bieber who was adjudged to be a person of weak mind

Record continued from page 177, of No. 177 February Term, 1921.

And now to wit, January 15, 1924, it is hereby ordered that a hearing before the Court touching the matters set forth in the within petition, shall be heard in open Court, on the 29th day of Feb 1924, and that due notice of this petition and hearing, shall be given to E. W. Bieber the person of weak mind, and also to his mother Elizabeth Bieber, and his sister Marie Bieber Rush.
(See petition) (Signed) Thos. J. Grather P.J.

May 15, 1924. Petition of Guardian for allowance to Elizabeth Bieber, mother of Edmond W. Bieber, presented in open Court, and thereupon Rule to show cause granted, returnable 1st Monday of May next
(See paper filed) Per Curiam.

On Argument List for May Term, 1924. No. 31.

And now, to wit, June 5, 1924. On consideration of the above petition, and supporting affidavit the Court allows and does hereby order said Guardian to pay to Elizabeth Bieber mother of said ward an allowance for her support of $5.00 per week from June 1, 1924.
(See paper filed) Order issued. (Signed) Thos. J. Grather, P.J.

March 13, 1925. First and partial account of Earl J. Bieber, Guardian of Edmund W. Bieber filed, showing balance due estate of $296.54. Notice issued for publication in Tribune-Republican that account will be confirmed finally on first Monday of April next, if no exceptions.

Mch 27 1925- Proof of Publication filed

April 9 1925- no exceptions having been filed the above account is confirmed finally. V. L. Greeley Pro.

May 21, 1931. Second partial account of Earl J. Bieber Guardian filed. Showing balance due Estate 1,034.42 and notice issued to Tribune Republican that account will be finally confirmed on Second Monday of June next Unless exceptions are filed in the meantime.

May 22, 1931. Bond of Earl J. Bieber Guardian of Edmund W. Bieber, with The Fidelity and Casualty Company of New York as surety in the penal sum of Twelve Thousand Dollars, approved by Hon. O. Clare Kent, P.J. and filed.

June 1, 1931 ~~Second~~ Proof of publication of notice of filing Second Partial Account of Guardian filed.

Nov. 23, 1934. Petition of Guardian to join in deed for sale of real estate in which ward has an undivided one fourth interest, presented in open Court and filed.

—— Continued on page 560 ——

Arthur L. Bates

vs

Otto Kohler

Mch 24 1924 of Plff by Atty Twenty and 17/100 Dollars as costs

V. L. Greeley Pro

Received Mar. 24. 1924 from V. L. Greeley Pro. Fifteen 17/100 Dollars defendants costs as above. Otto Kohler Atty

Oct. 13, 1924 Recd from Depts Receiver $6.00 to cover costs for term

V. L. Greeley, Pro

Nov. 12 1924

2nd - V. L. Greeley $5.00

Cleveland & Western Coal Company

vs

Cyclops Steel Company

Depts bill of costs		15.12
Pro Guaranty Co Mch/24		5.00
" " " " Oct/24		5.00
" " " "		5.00
Jury-fee (paid by Plff Jan 28/25)		4.00
Atty		3.00

Record continued from page 335, of No. 11 Dept. Term, 1921.

Jan. 16, 1924 Praecipe of Plffs. atty to place case at head of next trial list, filed.

Jan. 19, 1924 Record returned and remittitur and certified copy of opinion filed in Supreme Court on Jan. 7, 1924, - filed. "The assignments of error are sustained and the judgment is reversed, with a venire facias de novo." Moselzisker C.J.

Feb. 25, 1924 Amendment to affidavit of defense filed by leave of court.

On Trial List for 1st Monday of Mch 24 No 1.

March 3, 1924. Jury selected and sworn.

Mar. 3, 1924 Second Amendment to Affidavit of Defense and counter claims filed

March 4, 1924 Plaintiff amends statement, defendant pleads surprise, juror withdrawn, case continued.

Mch 12 1924 Defendants Bill of Costs filed

And now, to wit, March 20, 1924, Plaintiff, by attorney, enters a rule for a commission to be issued to Miss Ethel M. Fisher, Notary Public, to take the testimony of H. M. Griggs, at the office of H. M. Griggs, 316 Perry-Payne Bldg, Cleveland, Ohio, on interrogatories filed. (See paper filed)

Same day, Interrogatories filed, and copy of same & Rule, served on Deft's atty

March 25, 1924. Plaintiffs amended answer to defendants affidavit and counter claim, filed by leave of Hon. Thos. J. Grather, J.

April 23 1924 Cross Interrogatories filed.

Same day, Commission issued to Miss. Ethel M. Fisher, Commissioner.

Aug. 18, 1924. Deposition of H. M. Griggs filed. Atty notified.

Sept. 11, 1924. Praecipe for advancement of this case to head of next unpublished trial list, - filed.

On Trial List for 1st Monday of October, 1924, No. 1.

Now, Oct. 7, 1924, continued to Monday 13, 1924, upon application of deft, at costs of deft. If said costs are paid before Oct. 13, 1924, then said case continued to the second Monday of January, 1925. Depositions of two of plaintiffs witnesses to be taken to-day. Per Curiam

Oct. 7, 1924 Motion of Deft. for continuance filed.

Oct. 7, 1924. Agreement of counsel as to certain facts, filed.

Nov. 12, 1924. Praecipe to place case at head of next unpublished list filed.

On Trial List for first Monday of Jan. 1925, No. 1.

Jan. 6, 1925. On motion of Morris Walker & Boyle and Otto Kohler, attys for deft., leave granted to withdraw their appearance in this case. (See paper filed)

And now, Jan. 12, 1925, Jury selected and sworn as follows: 1 - W. D. Wood, 2 - Mrs. Mabel Jackson, 3 - Mrs. Laura A. Johnson,

TERM, 1921

No. 11 September Term, 1921, Contd from preceding page

4- Mrs. Bertha Warner, 5- Frank Lopeno, 6 Jay Ewing, 7- George Eaton, 8- B. B. Hawthorne, 9- S. E. Bowers, 10- Wallace Mook, 11- Mrs. Fanny Knight, 12-: eleven good and lawful persons who upon their solemn oaths which they have taken, say, same day, they find for the plaintiff for the sum of Five thousand two hundred seven and 44/100 Dollars.

Corp. page 133

Corp. page 133

Debt $5207.44

Int. from Jan. 12, 1925.

Judgment on the Verdict, Jan. 28, 1925.

D. L. Greeley, Prothy.

In re Estate of Wm. A. Miller, a person of weak mind.

Record continued from 384 of No. 60 Sept. Term, 1921.

($3000) Dollars in cash; said property to be sold being bounded and described as follows: (for description at length see petition and order filed)

And further that the said R. B. Turner, Guardian as aforesaid be and is hereby ordered and directed to execute and deliver a proper deed conveying title to said property, upon receipt by him of the said sum of Three Thousand ($3000) Dollars. Said Guardian to give bond in the sum of Four Thousand ($4000) Dollars, conditioned that he will faithfully account for the proceeds of said sale in accordance with orders of this Court, and said bond to be approved by this Court. The above order and decree being subject to the further order, decree and confirmation by the Court of Common Pleas of Westmoreland County.

(See petition filed)

Per Curiam

April 7, 1924 Bond of R. B. Turner, Guardian, on sale of above real estate, dated Jan. 30, 1924, with D. A. Pettit and Homer Turner as sureties, in the sum of $4000, approved by the Court and filed.

April 7, 1924, Certified copy of above petition and order issued for filing in Westmoreland County.

April 7, 1924. Petition of Guardian for leave to make private sale of a certain piece of real estate in "Trafford City", in the Borough of Trafford, Westmoreland County, Pa.—presented in open Court and filed.

Order of Court. Now, to wit, April 7, 1924, upon petition in open Court of the foregoing petitioner, and it appearing to the Court that the facts therein set forth are true and that it will be to the best interest and advantage of said ward and of his estate that said real estate be sold at private sale as prayed for, and that the price offered therefor is a better price than be obtained at a public sale; Now therefore— It is ordered, adjudged and decreed, That the said petitioner, R. B. Turner, Guardian of the estate of said Wm A Miller, make sale of said property to the said Elmer Henderson, at or for the price or sum of Six Thousand Five Hundred ($6500) Dollars in cash; said property to be sold being bounded and described as follows, to wit: (See description at length in petition and order. And further, that the said R. B. Turner, Guardian as aforesaid, be and is ordered and directed to execute and deliver a proper deed conveying title to said property, upon receipt by him of said sum of Six thousand five hundred ($6500) Dollars. Said guardian to give bond in the sum of Nine Thousand Dollars ($9000), conditioned that he will faithfully account for the proceeds of

of said sale in accordance with orders of this Court and said bond to be provided by this Court.

The above order and decree being subject to the further order, decree and confirmation by the Court of Common Pleas of Westmoreland County.

(See petition filed) Per Curiam

April 7, 1924 Bond of R. B. Turner, Guardian, dated April 5, 1924, with Homer Turner and Clinton N. Wykoff as sureties, in the sum of $4000, approved by the Court and filed.

April 7, 1924 Certified copy of petition and order issued, to file in Westmoreland County

Our petition of Guardian to annul order of sale of April 7, 1924:

Order of Court: Now, May 15, 1924, upon presentation of the above petition, and after due consideration, the prayer of the petitioner is granted, and it is ordered, adjudged and decreed that the order of sale made as above stated on the 7th day of April, 1924, be and the same is hereby rescinded and annulled the same as though it had never been made. Per Curiam. (See petition filed)

May 15, 1924 Petition of Guardian for private sale to Joseph and Agnes Fabijanic of real estate in Westmoreland Co., filed.

Order of Court: Now, to wit, May 15, 1924, upon presentation in open Court of the foregoing petition, and it appearing to the Court that the facts therein set forth are true, that all parties in interest are of record and that it will be to the interest and advantage of said ward and of his estate that said real estate be sold at private sale as prayed for, and that the price of Three Thousand ($3000.00) Dollars offered therefor is a better price than can be obtained at a public sale: Now, therefore it is ordered, adjudged and decreed that said petitioner, R. B. Turner Guardian of the estate of Wm. A. Miller, make sale of said property to the said Joseph Fabijanic and wife, Agnes Fabijanic, at and for the price or sum of Three Thousand ($3600.00) Dollars in cash. (For description of land, see petition filed)

And further, it is ordered that the said R. B. Turner, Guardian as aforesaid, be and is therefore ordered and directed to execute and deliver a proper deed conveying title to said property upon receipt by him of the said sum of Three Thousand ($3000.00) Dollars. Said Guardian to give bond in the sum of Four Thousand ($4000.00) Dollars, conditioned that he will faithfully account for the proceeds of said sale in accordance with orders of this court, and said bond to be provided by this court. The above order and decree being subject to the further order, decree and confirmation by the Court of Common Pleas of Westmoreland County.

(See petition filed) Per Curiam

May 15, 1924 Bond of Guardian upon sale of real estate to Joseph Fabijanic and Agnes, his wife, with Homer Turner and C. H. Pettit as sureties, in the sum of $4000, approved by the Court and filed.

May 15, 1924. Petition of Guardian for leave to make private sale to Elmer Henderson of real estate in Westmoreland County, Pa., filed.

Order of Court: Now, to wit, May 15, 1924, upon presentation in open Court of the foregoing petition, and it appearing to the Court that the facts therein set forth are true, that all parties in interest are of record, and that it will be to the interest and advantage of said ward and his estate that said real estate be sold at private sale as prayed for, and that the price of Six Thousand Five Hundred ($6500.00) Dollars offered therefor is a better price than can be obtained at public sale: Now, therefore it is ordered, adjudged and decreed that the said petitioner, R.B. Turner, Guardian of the estate of Wm. A. Miller, make sale of said property to the said Elmer Henderson at and for the price or sum of Six Thousand Five Hundred ($6500.00) Dollars in cash; said property to be sold being bounded and described as follows: (For description see petition filed)

And further, it is ordered that the said R.B. Turner, Guardian as aforesaid, be and is therefore ordered and directed to execute and deliver a proper deed conveying title to said property upon receipt by him of the said sum of Six Thousand Five Hundred ($6500.00) Dollars. Said Guardian to give bond in the sum of Nine Thousand ($9.000.00) Dollars, conditioned that he will faithfully account for the proceeds of said sale in accordance with orders of this Court, and said bond to be provided by this Court.

The above order and decree being subject to the further order, decree and confirmation by the Court of Common Pleas of Westmoreland County. Per Curiam.

(See petition filed)

May 15, 1924. Bond of R.B. Turner, Guardian upon sale of land to Elmer Henderson, with Homer Turner and Clinton Wykoff as surety, in the sum of $9000.00, approved by the Court and filed.

July 28, 1924. Exemplification of record from the Court of Common Pleas of Westmoreland County, Pa., filed, - in re proceedings as to the sale of real estate in said county, by the Guardian, to Joseph Fabijanic and his wife Agnes Fabijanic.

July 28, 1924. Exemplification of record from the Court of Common Pleas of Westmoreland County, Pa. filed, - of proceedings as to sale of real estate in said County, by the Guardian, to Elmer Henderson.

Aug. 2, 1926. Petition of Guardian for leave to make private sale of certain real estate in Trafford Boro. Westmoreland Co. presented in open Court.

Order of Court: Now, August 2, 1926, upon presentation of the foregoing petition in open Court, and it appearing to the Court that the facts therein set forth are true, that the facts therein set forth are true, that all parties in interest are

See next page.

No. 60 Sept Term, 1921, Continued from preceding page.

of record, and that it will be to the interest and advantage of said ward and of his estate that said real estate be sold at private sale as prayed for, and that the price of One thousand Dollars ($1000) offered therefor is a better price than can be obtained at public sale: Now, therefore, it is ordered, adjudged and decreed that said petitioner, R. B. Turner Guardian of the estate of Wm. A. Miller make sale of said property to the said Paul Gilatic and Elizabeth Gilatic, his wife, at and for the price or sum of One Thousand Dollars ($1000) in cash; said property to be sold being bounded and described as follows, to wit:

All that certain lot, piece or parcel of land, lying and situate in the Borough of Jeannette, County of Westmoreland and State of Pennsylvania, bounded and described as follows: Fronting fifty (50) feet on the easterly side of First Street and running back eastwardly same width as in front, One hundred twenty-five (125) feet to other land of grantor herein, and being bounded on the northerly side thereof by land formerly of the said Wm. A. Miller, grantor, and by him conveyed to Elmer Henderson by deed dated Aug. 8, 1924, recorded in the Recorder's office of Westmoreland County, in Deed Book 768, page 576, and by said Henderson conveyed to Francesco Falcocchio et ux, by deed recorded in same Deed Book page 580; and being bounded on the southerly and easterly sides thereof by other land of the said Wm. A. Miller. Being portions of the same real estate conveyed to said Wm. A. Miller by Thomas S. Stewart et ux., by deed dated July 1, 1889, recorded in the Recorders office of Westmoreland County in Deed Book 173, page 409, and by said Thomas S. Stewart et ux, by deed dated March 17, 1890, recorded in said Recorders office in Deed Book 180 page 234.

And further, it is ordered that the said R. B. Turner, Guardian as aforesaid be, and is hereby ordered and directed to execute and deliver a proper deed conveying title to said property to Paul Gilatic and Elizabeth Gilatic, his wife upon receipt by him of the said sum of One thousand Dollars ($1000). Said Guardian to give bond in the sum of Two thousand Dollars ($2000) conditioned that he will faithfully account for the proceeds of said sale in accordance with the orders of this Court, and said bond to be approved by this Court.

The above order and decree being subject to the further order, decree and confirmation by the Court of Common Pleas of Westmoreland County. Per Curiam

Aug 2, 1926 Bond of Guardian on sale of real estate, with Homer Turner and Clinton A. Wykoff as sureties, in the sum of $2000, approved by the Court.

(See petition and attached papers filed)

Oct. 4, 1926 Exemplification from Westmoreland Co. re sale of real estate in said county to Paul Gilatic and Elizabeth Gilatic his wife.

Nov. 11, 1935 Petition of Sue M. Turner for appointment of a guardian to succeed R. B. Turner, filed

Record continued on page 562

J. Berry Eckels

X

In re Petition for a Guardian for Marjette Gould as a person of weak mind: H.A. Bentley, Guardian.

Record continued from page 480 of No. 4 November Term, 1921.

maintenance of said Marjette Gould, it is therefore ordered, adjudged and decreed that the said H.A. Bentley, Guardian of said Marjette Gould, be and is hereby authorized and empowered to expend the sum of Forty Dollars per month for the care and nursing, support and maintenance of said Marjette Gould, and that the said sum of $912.86 heretofore spent by said Guardian is hereby ratified and confirmed. And that this order be entered nunc pro tunc as of April 14, 1924, and the said H.A. Bentley, Guardian as aforesaid is hereby empowered to convert the Liberty bonds in his hands or so many thereof as may be necessary to carry this order into effect.

(See paper filed)

Per Curiam.

Oct. 4, 1928. First account of H.A. Bentley Guardian of Marjette Gould filed, showing balance due estate of $48.57. Notice issued for publication in Donaldsonville Courier that same will be confirmed finally on 1st Monday of Nov. 1928, at 10 A.M., if no exceptions.

No. 177 February TERM, 1921

Continued from Page 552.

Estate of Edmund William Bieber, a person of Weak Mind.

Order of Court.

And now Nov. 13, 1934, the Court being of the opinion that the proposed Sale will be to the interest and advantage of Edmund William Bieber, and without to any trust, Charity, or purpose for which the real estate is held, and the violation of any laws which may confer an immunity or exemption from sale or alienation and that $2500.00 is a better price for the premises than can be obtained at Public sale, Carl Joseph Bieber, Guardian of the estate of Edmund William Bieber a person of Weak mind, is Authorized on receipt of the said Edmund William Bieber's share of the Purchase Money, to join with the other parties in interest in the Private Sale and Conveyance to B.P. Donohue his heirs and assigns, of;

Premises No. 358 Pine Street, Meadville, Pennsylvania being All that certain piece or parcel of land Situate in the Third Ward of the City of Meadville, County of Crawford, State of Pennsylvania, bounded and described as follows, to-wit: Beginning at a point on the South side of Pine Street fifty (50) feet West of the West line of Chancery Lane; thence South on a line parallel with Chancery Lane two Hundred (200) feet more or less to Pine Alley; thence West by said Alley twenty five (25) feet; thence North on a line parallel with Chancery Lane two Hundred (200) feet more or less to Pine Street; thence East by said Street twenty five (25) feet to the place of beginning.

The title transferred to the purchaser to be indefeasible by any person, ascertained or unascertained or any class of persons having a present or expectant interest in the premises and unprejudiced by any error in the proceedings of the Court.

Security being first entered by said guardian in the sum of $1250.00

Per Curiam
J. Clare Kent P.J.

Dec. 22, 1934 Bond of Carl J. Bieber guardian of Edmund William Bieber with Fidelity and Deposit Company of Maryland as as surety, in the penal sum Twelve Hundred Fifty Dollars ($1250.00) approved by the Court and filed (See Bond filed)

No. 177 February Term, 1921 – Continued.

Feb. 24, 1938. Petition for discharge of surety filed;
Order; And Now, Feby. 24, 1938 upon presentation of the foregoing petition and consideration thereof, a bond filed by Carl J. Bieber, Guardian, dated the 22 day of December A.D. 1934 with the Fidelity and Deposit Company of Maryland as Surety under Order of Court dated November 23, 1934 is hereby cancelled, and the said Carl J. Bieber, Guardian, and the said Surety are hereby released from any and all further liability thereon.

Per Curiam,
O. Clare Kent, P.J.

July 20, 1948, Additional Bond of Guardian in the sum of Five Thousand ($5,000.00) Dollars with the Fidelity and Casualty Company of New York as Surety approved by the Court and filed.

No. 60 September Term 1921 In re: W. A. Miller, a weak minded person.

continued from page 558.

Order: And now, to-wit, this 11th day of November, 1935, upon presentation of the within petition and upon due consideration thereof, J. H. Lucas is hereby appointed guardian of W. A. Miller, a weak minded person.

The bond of said guardian is fixed at $1000.00

Per Curiam O. Clare Kent P.J.

Nov. 21, 1935 Bond of J. H. Lucas, Guardian of Wm A. Miller, with Homer Turner as surety, in the sum of $1000.00, approved by the Court and filed.

Dec 7, 1935 Petition of J. H. Lucas, Guardian of Wm. A. Miller, for authority to borrow $1260.00 the Equitable Life Assurance Society of the U.S. of ward, filed.

Order: And now, to wit: this 9th day of December, 1935, upon presentation of the within petition and upon due consideration thereof, and it appearing to the Court that all of the children, the heirs at law of the said W.A. Miller, being of age, have joined in the prayer of said petition, it is ordered, adjudged and decreed, that J.J. Lucas, Guardian of W.A. Miller, a weak minded person, be and he is authorized to pledge the interest of the said W.A. Miller in and to the cash value of a Life Insurance policy, said policy being numbered 1182551 on the life of W.A. Miller in the Equitable Life Assurance Society of the United States, as security for a cash loan not to exceed the sum of Twelve Hundred and sixty Dollars ($1260) and further that the said Guardian execute the Society's special contract in connection therewith for and in behalf of the said W.A. Miller. The Court further authorizes the Equitable Life Assurance Society to foreclose the loan in the event of any default in accordance with the terms and conditions of the Society's contract as required by them and as executed by said Guardian.

It is further ordered, adjudged and decreed that the said Guardian upon securing this loan shall pay all existing debts of the said W.A. Miller, as set forth in the petition and the balance of said money shall be used to care and maintain the said W.A. Miller, and for said care and maintenance the said Guardian shall not expend more than Sixty Dollars ($60.00) per month. Additional Bond in the sum of Two thousand ($2,000.00) Dollars required.

Per Curiam

(Signed) O. Clare Kent, P.J.

(See paper filed)

Dec. 14, 1935 Additional bond of J. H. Lucas, Guardian, with Homer Turner as surety, in the sum of $2000.00, approved by Hon. O. Clare Kent, P.J., and filed.

Contd

Dec. 27, 1935 Petition of J.H. Lucas Guardian, joined in by Dorothy Miller, Christine Lucas & Sue M. Turner, daughters and heirs at law of W.A. Miller, for change of beneficiary, etc. in life insurance policy of ward, presented to Hon. O. Clare Kent, P.J. and filed, and this order made:—

Order of Court: And now, to wit, this 29th day of December, 1935 upon presentation of within petition, and upon due consideration thereof and it appearing to the Court that the heirs at law of W. A. Miller, being his three daughters, have joined in the within petition; It is hereby ordered, adjudged and decreed that J. H. Lucas, Guardian of W. A. Miller, a weak minded person, be, and he is hereby authorized to make application to the Equitable Life Assurance Society of the United States to change policy No. 1182551, being a life insurance policy on the life of the said W. A. Miller, by issuing in place thereof a new policy providing for a single sum settlement with beneficiary clause in favor of "the Insured's present surviving children, Dorothy Miller, Christine Lucas and Sue M. Turner, in equal shares, and in the event that any of the Insured's said children predecease the Insured, the respective share which would have been paid to such child, if living, shall be paid to such child's executors or administrators."

Per Curiam.
Signed) O. Clare Kent, P.J.

(See petition filed)

Aug. 16, 1937. Petition to borrow and pay out monies filed.

Order: And now, August 16, 1937, upon presentation and consideration of the within petition, J. H. Lucas, Guardian of W. A. Miller, a weak minded person, is hereby authorized and directed to borrow from the Equitable Life Assurance Society of the United States, the sum of One Thousand Five Hundred ($1,500.00) Dollars, And he is further ordered to pay out of said sum the amounts of monies due and owing from the Estate of W. A. Miller as set forth in said Petition.

Per Curiam,
(Signed.) O. Clare Kent, P. J.

(See petition filed.)

Aug. 8, 1942, First & Final Account of J. H. Lucas, Guardian, filed showing balance due estate of $280.87. Same day advertisement of notice of notice of filing account sent to Enterprise News, Cambridge Springs, Pa., stating that said account will be confirmed nisi on the first Monday of September next, and if no exceptions are filed within ten days of nisi confirmation, said account will be confirmed absolutely.

Sept. 2, 1942, Proof of publication filed.

And now, Sept. 18, 1942, no exceptions having been filed to the foregoing account, same is confirmed absolutely.

Paul D. Slayton, Prothonotary.

And now October 15, 1942 Petition for Discharge filed.

Order: And now, October 15, 1942, upon presentation and consideration of the within petition, and it further appearing to the Court that the final account of the said J. H. Lucas, Guardian of the said W. A. Miller, a person of weak mind, now deceased, has been filed and the same absolutely confirmed, and that no person appeared in opposition thereto on Monday, October 12, 1942 at 9:30 A.M. and that the entire estate has been transferred to the parties entitled thereto, and that no other monies have been received since the filing and adjudication of the said account, and that notice of the presentation of this petition has been duly and properly

Continued on next page

Continued from page 563

advertised in the Tribune Republican, once a week for three (3) successive weeks, and that all heirs at law of the said W. A. Miller, have accepted notice of the presentation of the petition,

It Is Hereby Ordered, Adjudged and decreed that the said J. H. Lucas be discharged from his said office as guardian of the estate of W. A. Miller, a person of weak mind, now deceased, and from all liability and accounting thereunder, and Surety on the bond of said J. H. Lucas be and he is hereby discharged from all future liability of said bond.

Per Curiam

Signed O. Clare Kent P.J.

Record continued from opposite page.

Decree:— And now: November 28th 1921; On presentation of the foregoing petition in open court, and after due consideration of the same, it is ordered and decreed, That the petitioner, George W. Wareham, guardian of David N. Blair, may as such guardian borrow enough money to pay off the debts now existing against the estate of said David N. Blair, if payment of the same shall be demanded, and also the amount of money he, the said guardian has expended for the use of the said estate, and for such an amount as he may hereafter necessarial have to expend for the use thereof, or if he the said guardian shall pay the same himself, out of, or with his own money, he shall have a credit and charge for the amount of money so expended against the said estate. And it is further ordered and decreed that the price or sum that may be charged for taking care of and boarding the said David N. Blair, and Mary Blair his wife, since the time the said George W. Wareham was appointed guardian of the said David N. Blair, and during the time they remain in their present condition, by whoever takes care of and boards them, shall be $5.00 per week for each of them; or $10.00 per week for both. Per. Curiam.

V. L. Greeley. Prothy. (See paper filed)

March 2, 1925, Final account of Geo. W. Wareham, Guardian of David N. Blair, filed, showing balance due accountant of $1921.16, and notice issued for publication in Linesville Herald, that account will be confirmed finally on 1st Monday of April next, if no exceptions filed in meantime.

Mch 20 1925 Proof of Publication filed. See paper filed.

April 18 1925 no Exceptions having been filed to the above account it is confirmed finally

V. L. Greeley Prothonotary

Petition of Mary Blair for Appointment of Guardian for David N. Blair

A person of weak mind

Record continued from page 329

one hundred and twelve acres of land situate in said North Shenango Township. That the buildings and fences thereon are, and have been in bad condition. That the fences were in such condition that stock could not be kept in the pasture fields and the roofs on the buildings were very poor, and in fact the premises were in such condition that they could not be rented on any profitable terms. That in the spring of the present year, before the petitioner was appointed guardian of said David N. Blair, the said farm had been rented to one George Carr, for one year, with the understanding and agreement that the rent he was to pay therefore should partially, if not all be paid by him in work and labor in building and repairing fences and repairing buildings on said farm. The materials for building and repairing the fences, and repairing the buildings were to be furnished by the Lessor. Consequently little if any money will be received for the use or rent of said farm the present year. After the time the petitioner was appointed guardian of said David N. Blair, an appraisement of his personal property was made which amounted to two hundred and seventeen ($217.00) dollars.

That in order that the conditions of the agreement as to the renting of said farm between the said David N. Blair, and said George Carr, might be carried and complied with, as to building fences and making repairs, it became necessary for the petitioner to pay out of his own money for wire and fence posts for building and repairing fences, and roofing materials and other minor repairs on said farm, and the taxes thereon, the sum of Two hundred and twenty six ($226.00) dollars. That there are several small debts against the estate of said David N. Blair, and at least two judgments against him which may have to be paid at any time.

That the said David N. Blair is 89 years of age, blind, and has had a stroke of paralysis, and is in poor health, and his wife, the above named Mary Blair, is 86 years of age, and recently had an arm broken, and is lame, and not able to assist in taking care of her husband, and has no estate, both of whom reside with the petitioner. And their son W. F. Blair, has requested his parents the said David N. Blair, and Mary Blair, to live with him a part of the time, which they may hereafter decide to do.

Therefore the petitioner prays the Court to order and decree that the petitioner may borrow enough money as guardian as aforesaid to cover the amount he has expended for the use of the estate, of the said David N. Blair, and to pay the debts against his estate, if the same are demanded and have to be paid off before the time of his death, or if the petitioner pays the same himself, and for the amount he has heretofore expended for the use of said estate, and that he may have a charge and credit therefore against the said estate, and that the price or sum that may be charged for taking care of and boarding the said David N. Blair, and the said Mary Blair his wife, since the petitioner was appointed guardian of him the said David N. Blair, and during the time they remain in their present condition by whoever takes care of and boards them, shall receive therefor such sum as the Court may decree is just and reasonable.

And the petitioner as in duty bound will ever pray.

George W. Wareham.

(affidavit appended)

Continued on opposite page

X b. Victor Johnson for Pltf'n	In re Estate of Louisa R. Higgins a person of Weak Mind: J. D. Barr, Guardian	Record continued from page 220, of No. 220 Feb. Term, 1921. And now, Oct. 7, 1921, Upon presentation of the above and foregoing motion and after due consideration thereof, the order made on Oct. 3, 1921, fixing the bond of J. D. Barr, Guardian at $4500.00, for sale of his ward's real estate, is herby changed and the amount of bond to be given by said Guardian in these proceedings for the sale of the real estate of his ward, unto R. E. Bourgeois, is fixed at Four thousand Dollars ($4000.00). (Signed) Thos. J. Grather, P. J. Oct. 8, 1921, Bond of J. D. Barr, Guardian, upon sale of real estate, with United States Fidelity and Guaranty Company as surety, in the sum of $4000.00, approved by the Court and filed And now, Jan. 2, 1921, It is ordered and decreed that the Guardian of Louisa R. Higgins, a person of weak mind, pay to Thomas & Thomas the sum of $25.00, as petitioners counsel fees in the above stated case, and also pay the costs and expenses of the hearing in this case. (See paper filed) Per Curiam. Feby 28 1923 Final account of J. D. Barr Guardian filed showing balance due estate ($ 2279.35) and notice issued to Tribune Republican that account will be confirmed on Third Monday of March at 10 oc am unless exceptions are filed in the meantime. (See Report filed) March 12, 1923. Proof of publication of notice of account filed. And now, May 7, 1923, On motion in open Court, the final account of J. D. Barr, Guardian of Louisa R. Higgins, is confirmed finally and absolutely. Per Curiam. (See paper filed)

X

Petition of J. W. Knapp
for
Satisfaction of a
Mortgage

Record continued from page 344
of No. 20 Sept. Term, 1921.

Decree concluded.

Both of which mortgages cover upon and are liens against a certain farm of 72 acres more or less, in Rome Township, Crawford County, Penna, and fully described in the original mortgages.

This order and decree to be carried into effect upon payment of all costs in the above entitled proceeding, and upon presentation of a certified copy of this decree to be filed with the said recorder of Deeds; which said satisfaction so entered and filed with the said Recorder of Deeds, shall forever defeat and discharge the said mortgage, and bar all action brought or to be brought thereon as fully and effectually as if the said satisfaction had been entered by the legal holder or holders of the said mortgage. Per Curiam. (See paper filed)

Aug. 1, 1921. Certified copy of decree issued.

X

In re Petition of
Joseph Beibower
for
Satisfaction of a
Mortgage

Record continued from page 358,
of No. 34 Sept. Term, 1921.

Decree concluded:

presentation of a certified copy of this decree to be filed with the said Recorder of Deeds; which said satisfaction so entered and filed with the said Recorder of Deeds shall forever defeat and discharge the said mortgage, and bar all actions brought or to be brought thereon, as fully and effectually as if the said said satisfaction had been entered by the legal holder or holders of the said mortgage. Per Curiam.
(See paper filed)

Aug. 1, 1921. Certified copy of decree issued.

Record continued from page 280, of No. 49, May Term, 1921.

Petition of Anton Swikel, and Mary Swikel - for Satisfaction of four mortgages.

or any holder or holders, or legal representatives thereof of the mortgages mentioned and described in said order, as he was therein directed, and that he had therefore given notice of the facts set forth in the petition and order all persons interested in the said matter by an advertisement published once a week, for four successive weeks after the presentation of said petition and the granting and issuing of said order in the Cochranton Times, a weekly newspaper of general circulation and published in this county and prior to the return day in said order mentioned, namely:- May 9, 1921, as appears by a copy of said advertisement and proof of publication thereof to his said return attached and on file in this case; and it further appearing to the court that no person has appeared or made answer to the petition, or shown cause why satisfaction of the mortgages mentioned and described in the said petition should not be entered according to the prayer of the petition, as by law in said order is required, and that the time for filing said answer and showing cause has passed and the court being satisfied of the truth of the allegations set forth in the petition, it is now, on motion of Otto Kohler and James D. Roberts, Esquires, ordered, adjudged and decreed that satisfaction shall be entered by the Recorder of Deeds of Crawford County, on the record of the mortgage given by W. W. Leighton, to Wm. Fuller, dated the 11th day of November, 1867 and recorded in Mortgage Book "M", page 181, in the office of the Recorder of Deeds of this county, on Twenty-five acres of land situate in East Mead Township, Crawford County, Pa., for the payment of the sum of Five Hundred Dollars, in the manner in said mortgage set forth; and also, that satisfaction be also entered by the said Recorder of Deeds of that certain other mortgage given by John Hibbard to the Enterprise Building and Loan Association, of Meadville, Pa., dated January the 18th, 1875; recorded January 23, 1875; in mortgage Book "R", page 377, in the same office, on the same land, for the payment of the sum of Two Hundred Dollars in the manner set forth in said mortgage; and, also, that satisfaction be entered by the said Recorder of Deeds on the record of that certain other mortgage given by the said John Hibbard to the said Enterprise Building and Loan Association, of Meadville Pa., dated November 15, 1875; and recorded November 22, 1875; in Mortgage Book S. page 121, in the same office, and upon the same land, for the payment of the sum of Two Hundred Dollars, in the manner in said mortgage set forth; and, also, that satisfaction be entered by the said Recorder of Deeds on the record of that certain other mortgage given by George Shattle to Isaac Onspaugh, dated October 1, 1881, and recorded Oct. 1, 1881, in Mortgage Book "Y", page 553, in the same office and upon the same land, for the payment

of the sum of Six hundred forty-eight Dollars, in the same manner in said mortgage set forth, on the payment of costs due relative to the entry of said satisfaction of said mortgages, or any proceedings thereon, and upon presentation of a certified copy of this decree to said Recorder of Deeds, to by him filed of record; and it is further ordered, adjudged and decreed that the satisfaction of said mortgage so entered shall forever thereafter discharge, defeat and release the said mortgage from the land therein described, and shall likewise bar all actions brought or to be brought thereon as effectually, to all intents and purposes, as if satisfaction had been entered by the legal holder or holders of the said mortgages. Per Curiam
(See paper filed) Thos. J. Prather,

Petition of V. Burton Eiler and Hazel Eiler, his wife,
For
Satisfaction of a Mortgage.

Record continued from page 282, of No. 51. May Term, 1921

the Court being satisfied of the truth of the allegations of the petition, it is, on motion of W. J. Sidevan, Attorney for the petitioners. Ordered and Decreed that the prayer of the petition be granted and that satisfaction shall be entered by the Recorder of Deeds of Crawford County on the record of the mortgage, given by N. Byron Barnsdall to Elvina Irwin, dated August 30, 1876, in Mortgage Book "S," at page 639, &c, covering all that certain piece or parcel of land in the Second Ward of the City of Titusville, bounded and decribed as follows: Beginning at a point 180 feet South of the South line of Walnut Street, on the East side of Washington Street; thence North 50.8 feet to a point; thence East parallel with Walnut Street 60 feet to a point; thence South parallel with Washington Street 50.8 feet to a post in the North line of an alley; thence West by the North line of said Alley 60 feet to the place of beginning; said satisfaction to be entered on payment of the costs due relative to the entry of satisfaction of said mortgage or any proceedings thereon, and upon presentation of a certified copy of the petition and decree in said case to be filed by the said recorder of record. Which said satisfaction so entered and filed of record shall forever thereafter defeat, release and discharge said mortgage, and shall likewise bar all actions brought or to be brought thereon as fully and effectually to all intents and purposes as if the satisfaction had been entered by the legal holder or holders of the said mortgage.
Per Curiam, V. L. Greeley, Pro.
(See paper filed)

Petition of Annie B. Goldstein, for Satisfaction of a mortgage

Record continued from page 281, of No. 50, May Term, 1921

[illegible], the Sheriff of [illegible] published in the City of Titusville, Crawford County, Pennsylvania, as appears by the proof of publication annexed to the return of the Sheriff. And no person appearing to answer the said petition as aforesaid and the Court being satisfied of the truth of the allegations of the petition it is, on motion of W. J. Sisdevan, Attorney for the petitioner.

Ordered and Decreed that the prayer of the petition be granted, and that satisfaction shall be entered by the Recorder of Deeds of Crawford County on the record of the mortgage given by George S. Stewart to J. D. Angier, Trustee for the creditors of the Titusville Savings Bank, and recorded in said Recorder's Office in Mortgage Book "2", at page 732, and covering the undivided one-half of all that certain piece or parcel of ground situate in the third ward of the City of Titusville, bounded and described as follows, to-wit: Beginning at a point on the Westerly side of Franklin Street, 76 feet Southerly from the South side of Spring Street; thence West through the party wall dividing No. 6 from No. 7 of said block sixty-five (65) feet to the Westerly Wall of said premises; thence Southerly along said Wall, 40 feet to the center of party wall dividing No. 8 from No. 9; thence through the center of last named party wall Easterly 65 feet to the Westerly line of Franklin Street; and thence Northerly 40 feet to the place of beginning; said satisfaction to be entered on payment of the costs due relative to the entry of satisfaction of said mortgage, or any proceedings thereon, and upon presentation of a certified copy of the petition and decree in said case to be filed by the said recorder of record. Which said satisfaction so entered and filed of record, shall forever thereafter defeat, release and discharge said mortgage and shall likewise bar all actions brought or to be brought thereon as fully and effectually to all intents and purposes as if the satisfaction had been entered by the legal holder or holders of the said mortgage.

Per Curiam,

V. L. Greeley, Prs.

(See paper filed)

Sarah E. Miller and
Joseph L. Miller
vs
Nancy F. Mondereau,
Executrix of the last will
and testament of Isaac
Mondereau, deceased, and
others.

No. 154 February Term, 1921
Continued from page 154.

Proof of service of Rule of March 30, 1921:-
"State of Pennsylvania }
County of Crawford } ss:
"Frank J. Thomas, being duly sworn according to law, deposes and says that he served the within rule upon Otto Kohler and upon Donald L. Thompson, attorneys for the several defendants in said case on April 1, 1912, by handing to each of them a copy, duly certified, and making known to them the contents thereof."
"Frank J. Thomas."
Sworn to and subscribed
April 1, 1921, before Georgia B. Shaffer, N.P.
(See back of a certified copy of said rule filed)

And now, April 22, 1921, come the plaintiffs in the above stated case, by Thomas & Thomas their attorneys, and enter judgment in favor of plaintiffs Sarah E. Miller and Joseph L. Miller, and against the defendants Nancy F. Mondereau, Executrix Isaac Mondereau, Nancy F. Mondereau, Harvey Mondereau, Pearl Mondereau First, Leroy Mondereau, Lorena Mondereau, heirs at law and devisees of Isaac Mondereau, deceased, and Nancy F. Mondereau, testamentary guardian of Lorena Mondereau, and B.D. Davenport and Charles L. W. Lamb, defendants, for the land described in the praecipe and writ, by default, for failure to traverse the title and facts contained in plaintiffs abstract of title and for failure to file an abstract of the title or facts upon which they rely. (See Rule Docket 12, page 542)

Judgment
M. pp. 227-226-229-229-229-228; F. p. 132 D. p. 159 L. p. 139. V. L. Greeley, Prothonotary

J. W. Smith
B. B. Pickett

In re
Petition of the
School District of
Meadville, Pa.,
for
appointment of
Viewers to assess dam-
ages for the taking
of property for a
proposed high School.

Record continued from page 175
of No. 175 February Term, 1921.

said several pieces of land mentioned,
and at the request of all the attorneys
present, adjourned, for the hearing
of testimony by the parties in interest
to Court-room No. 2 in the Court-house
in Meadville, County of Crawford and
State of Pennsylvania, on Thursday,
January 27, 1921, at ten o'clock A. M.

On Thursday, January 27, 1921, the said viewers met at ten o'clock A. M. in Court room No. 2, above mentioned, at which time and place, B. B. Pickett, Esq. Attorney for the School District of the City of Meadville, Walter J. Bates and Chas. Crosby, Members of the Board of Controllers of said School District, appeared on behalf of said School District; Otto A. Stolz, Esq., Attorney for Frank Walster, and Frank Walster, appeared on behalf of said Frank Walster; and Frank J. Thomas, Esq., of counsel for John B. Brawley and John B. Brawley, appeared on behalf of said John B. Brawley; at which time and place the testimony of five witnesses on behalf of the School District of the City of Meadville, was offered with reference to the values of the properties taken and the damage to the respective owners by reason of the taking of same; and thereupon at the request of all parties in interest who were present, a meeting of said Viewers for the taking of testimony on behalf of the respective owners was adjourned to Court-room No. 2, in said Court-house, on February 1, 1921, at ten o'clock A. M.

On February 1, 1921, at ten o'clock A. M. the viewers met at the place designated, at which time and place there appeared B. B. Pickett, Esq., attorney for the School District of the City of Meadville; Otto A. Stolz, Esq., attorney for Frank Walster and Frank Walster, on behalf of the said Frank Walster; Frank J. Thomas, Esq., of counsel for John B. Brawley, and John B. Brawley, on behalf of said John B. Brawley; A. L. Thomas, Esq., attorney for Mary A. Eiler, and Mary A. Eiler, on behalf of said Mary A. Eiler; and A. L. Thomas, Esq., attorney for Andrew Derfus, John Derfus and Thomas A. Derfus, partners under the name of Derfus Brothers, and Andrew Derfus of said Firm, on behalf of said Derfus Brothers. At which time and place testimony of 13 witnesses was taken on behalf of John B. Brawley; testimony of 10 witnesses on behalf of Frank Walster, and of 5 witnesses on behalf of Mary A. Eiler; and testimony of several witnesses on behalf of Derfus Brothers,— with reference to the values of properties of said John B. Brawley, Frank Walster and Mary A. Eiler taken and the damage to the respective owners by reason of the taking of same, and testimony on behalf of Derfus Brothers to the effect that but a portion of their property was taken, and evidence offered on their behalf of the

damage to the entire property, in view of its value immediately before the taking and its value after the taking as affected by said taking, and counsel for said Derfus Brothers then and there raising the legal question that the measure of damages as to the Derfus Brothers property, is the depreciation of the value of the entire property as affected by the taking of the land described in the petition and that the evidence heretofore offered on behalf of the School District of the City of Meadville was incompetent and irrelevant, for the reason that it only referred to the market value of that portion of the property actually taken. Whereupon B.B. Bickett, Esq., attorney for the School District of the City of Meadville requested that further adjournment of the Viewers be had for the purpose of permitting said School District to offer testimony as to the damage done to the property of Derfus Brothers by reason of the taking of the lot in question; and thereupon the viewers adjourned to meet in Court room No. 2, in said Court house one February 3, 1921, at ten o'clock A.M.

On February 3, 1921 the said Viewers met in Court room No. 2, as aforesaid, at ten o'clock A.M., at which time and place B.B. Bickett, Esq., attorney for the school district of the City of Meadville, appeared for said School District; Otto A. Stolz, Esq., Attorney for Frank Walster, and Frank Walster, appeared for the said Frank Walster; Frank J. Thomas, Esq., of counsel for John Brawley, and John B. Brawley, appeared on behalf of the said John B. Brawley; and A.L. Thomas, Esq., attorney for Mary A. Eiler and Derfus Brothers, appeared for the said Mary A. Eiler and the said Derfus Brothers. It was announced by the attorneys for all the parties in interest that no further testimony would be offered; and thereupon the Viewers heard arguments of A.L. Thomas, Esq., on behalf of the said Mary A. Eiler and the said Derfus Brothers; Otto A. Stolz, Esq., on behalf of the said Frank Walster, Frank J. Thomas Esq., on behalf of the said John B. Brawley; and B.B. Bickett, Esq., on behalf of the School District of the City of Meadville. At said meeting, and after the arguments were made, the Viewers took the testimony of Floyd G. Attenburg, Clerk of the Commissioners of Crawford County, and James Kerr, Treasurer of the City of Meadville, and Treasurer of the School District of the City of Meadville, to ascertain the amount of taxes that are liens upon said respective pieces of real estate, and also secured certificates as to liens from the United States District Court, Western District of Pennsylvania; from V.L. Greeley, Prothonotary of the Court of Common Pleas of Crawford County, Pa., as to liens appearing of record in his office; and from Harry F. Miller, Recorder of Deeds of Crawford County, as to liens appearing of record in his office, which said several certificates are hereto attached and made a part hereof.

From the examination of the respective several premises

No. 175 Feb. Term, 1921. Continued from preceding page.

taken by the School District of the City of Meadville, and after hearing all parties in interest desiring to be heard and taking into consideration the quality and location of the improvements upon the several pieces of land so taken for school purposes, and taking into consideration the damage sustained by said several parties, and the benefits accruing, the viewers have estimated and determined the amount of damages that have been sustained by the respective owners of the several premises by reason of the taking of said several pieces of land by the School District of the City of Meadville, and find and report as follows:

First: As to "all that certain piece or parcel of land now owned by Frank Walster and bounded and described as follows: On the north by Steers Alley, on the east by lot of John B. Brawley, on the South by Walnut Street, and on the west by lot of Margaret Harper and now owned by Meadville School District said lot fronting on said Walnut Street for a distance of 50 feet, more or less, and extending from Walnut Street to Steers Alley, a distance of 200 feet, more or less; and having erected thereon a frame dwelling house, and being the same lot conveyed by the Executor, Hannah A. Trawin to Frank Walster, by deed dated October 13, 1918, and recorded in Deed Book No. 213, page 360", - we find the amount of damages that have been sustained by the said Frank Walster owner of said premises, by reason of the taking of said land by the School District aforesaid, to be the sum of Nine Thousand seven hundred fifty Dollars ($9,750.00) the said sum payable to Frank Walster; against which land of Frank Walster we find to be a mortgage for $3000.00, given by Frank Walster to Fannie D. Wheeler, dated November 1, 1918, recorded November 1, 1918, in the office of the Recorder of Deeds of Crawford County, Pa., in Mortgage Book No. 94, page 451, for $3,000.00, payable in five years from date, with interest at 5 per cent, payable semi-annually; city taxes levied upon said property for the year 1921, of $54.19; state and county taxes upon said property for the year 1921, of $18.50.

Second: As to "all that certain piece or parcel of land now owned by John B. Brawley and bounded and described as follows: On the north by Steers Alley; on the east by Chancery Lane; on the south by Walnut Street, and on the west by lot of Frank Walster above mentioned. Said lot fronting on Walnut Street for a distance of 100 feet, more or less, and extending from Walnut Street to Steers Alley, a distance of 200 feet, more or less, and having erected thereon a frame dwelling house and barn", - we find that the amount of damage sustained by the said John B. Brawley, owner of said premises, by reason of the taking of said land by the school District aforesaid, to be the sum of Fifteen Thousand Dollars ($15000.00) the said sum payable to John B. Brawley; against which said

land of John B. Brawley we find to be city taxes for 1921, of $52.00; State and county taxes levied on said property for the year 1921, $24.50.

Third: As to "all certain piece or parcel of land now owned by John Derfus, Andrew Derfus and Thomas H. Derfus, partners under the name of Derfus Brothers, and bounded and described as follows: Beginning at the northwest corner of Chancery Lane and Steers Alley; thence westerly along the north line of said Steers Alley, 200 feet more or less, to a stake at the Southeast corner of lot of Mary A. Eiler; thence northerly fifty feet along the last line of lot of Mary A. Eiler to a stake at the northeast corner of lot of Mary A. Eiler; thence in an easterly direction by a line parallel to the north line of Steers Alley and 50 feet distant therefrom, 200 feet more or less to the west line of Chancery Lane; thence southerly along the west line of Chancery Lane, 50 feet to the place of beginning," - we find the amount of damages that have been sustained by the said John Derfus, Andrew Derfus and Thomas H. Derfus, partners under the name of Derfus Brothers, by reason of the taking of said land by the School District aforesaid, to be the sum of Three Thousand One hundred Twenty-five ($3125.00) Dollars, said amount payable to John Derfus, Andrew Derfus and Thomas H. Derfus, partners under the name of Derfus Brothers; against which said land of John Derfus, Andrew Derfus and Thomas H. Derfus, partners under the name of Derfus Brothers, we find to be city taxes for 1921, to the amount of $187.00, which said taxes cover the entire property of said Derfus Brothers, including the property taken by virtue of these proceedings; and the State and County taxes levied upon all the said property owned by said Derfus Brothers for the year 1921, amount to $68.72, which said taxes also cover the entire property of the said Derfus Brothers, including the property taken by virtue of these proceedings.

Fourth: As to "All that certain piece or parcel of land now owned by Mary A. Eiler, and bounded and described as follows: Beginning at the northeast corner of North Main Street and Steers Alley; thence easterly along the north line of Steers Alley, 100 feet to a stake; thence northerly 50 feet to a stake; thence in a westerly direction 100 feet to the east line of North Main Street; thence southerly along the east line of North Main Street, 50 feet to the place of beginning; said lot fronting on North Main Street a distance of fifty feet, and having a depth along Steers Alley of 100 feet. And being the same land conveyed by John Derfus and others to Mary A. Eiler, by deed dated May 6, 1920, and recorded in Deed Book 219, page 616," - we find the amount of damages

-Continued from preceding page-

that have been sustained by the said Mary A. Eiler, owner of said premises, by reason of the taking of said land by the School District aforesaid, to be the sum of Two thousand nine hundred Dollars ($2,900.00), said sum payable to Mary A. Eiler; against which land of Mary A. Eiler we find to be a lien of a mortgage, given by Mary A. Eiler and V. W. Eiler, her husband to Derfus Brothers, dated May 6, 1920, recorded in the office of the Recorder of Deeds for Crawford County, Pa., May 6, 1920, in Mortgage Book 109, page 198, for $2,000.00, payable in five years from the date thereof, with interest at 6 per cent per annum; city taxes levied against said property for the year 1921, of $18.70; and State and county taxes levied upon said property for the year 1921, of $6.16.

We find no liens or encumbrances against any of the properties above referred to, excepting as above set forth and shown by the testimony as to taxes and the certificates of liens hereto attached.

We attach hereto a plot of the lands above described, and make the same a part hereof.

We find no benefits accruing to any of said parties by reason of the taking of the said land by the School District aforesaid.

All of which is respectfully submitted.

John A. Northam
W. A. Doane
W. A. Clemons
} Viewers.

February 8, 1921.

To: B. B. Bickett, Esq., Otto A. Stolz, Esq., Frank J. Thomas, Esq., and A. L. Thomas, Esq., Attorneys in the above entitled proceedings:

You are hereby notified that the undersigned Viewers will file the above report in open Court on Monday February 14, 1921.

John A. Northam
W. A. Doane
W. A. Clemons
} Viewers

I hereby accept service of the above notice:

Febry 8, 1921 — B. B. Bickett, Attorney for Meadville School District

Febry 8, 1921 — Thomas & Thomas, Attorneys for John B. Brawley

Febry 8, 1921 — Otto A. Stolz, Attorney for Frank Walster

Febry 14, 1921 — Albert L. Thomas, Attorney for Mary A. Eiler

Febry 14, 1921 — Albert L. Thomas, Attorney for Derfus Brothers

Continued on page 597.

-For Plot of lands and Continuation of record, see page 597-

Roy S. Peters

Petition of Alice S. Williams, for the appointment of a Guardian for Laura L. Smith, as a person of weak mind - a resident of the City of Meadville

No. 15. Feb. Term 1921
Record continued from Page 615.

consideration thereof, it appearing to the Court that the unpaid debts of the said Laura L. Smith, at the time of the appointment of a Guardian for her estate, amounted to $777.93 that her physical condition is such as to require the constant attendance of a nurse or nurses, and that the income from her estate is insufficient for the payment of the monthly cost and expenses of all of her support and maintenance, it is now ordered, adjudged and decreed that the said Alice S. Williams, Guardian as aforesaid, be, and she hereby is, authorized and empowered to pay the aforesaid unpaid debts, amounting to $777.93, to procure the services of such nurse or nurses as may be necessary for the attendance of the said Laura L. Smith, and to borrow such sum or sums of money as may be necessary from time to time to meet the deficiency of the monthly cost and expenses of the support and maintenance of the said Laura L. Smith, and to secure said borrowed money by either note or bond and mortgage on the aforesaid described real estate, which ever security may be demanded by the person or persons from whom the same is obtained; which money, so borrowed from time to time, shall not exceed in the aggregate sum of $1500.00

(See papers filed) Per Curiam

In Petition of Alice S. Williams, Guardian:

Order of Court: And now, to wit, July 3, 1922, upon presentation of the foregoing petition in open Court and, after due consideration thereof, it appearing to the Court that the income from the estate of the said Laura L. Smith is insufficient for the payment of the monthly cost of all of her support and maintenance, it is now ordered, adjudged and decreed that Alice S. Williams, Guardian as aforesaid, be and she hereby is authorized and empowered to borrow such sum or sums of money as may be necessary from time to time to meet the deficiency of the monthly cost of all of the cost and maintenance of the said Laura L. Smith, and to secure the same, either by note or bond and mortgage upon the aforesaid described real estate, whichever security may be demanded by the person or persons from whom the same is obtained; which money, so borrowed from time to time, shall not exceed in the aggregate the sum of $1500.00.

(See petition filed) Per Curiam

See Margin

Nov 21 1922
Final account of Guardian Alice S. Williams filed showing balance due Accountant of $252.57 and notice issued to Tribune Republican that account will be finally confirmed ~~on~~ Second Monday of December next if no exceptions are filed

Nov. 27, 1922, Proof of publication of notice of account filed.

Dec 12 1922 no exceptions having been filed the account is confirmed finally
V. L. Greeley Prd.

- See next page -

No. 15 February TERM, 1921

Continued from preceding page.

Jan. 8, 1923 Petition of Guardian for discharge presented in open Court and filed.

And now, to wit, January 8, 1923 upon the presentation of the foregoing petition in open Court, and after due consideration thereof, it appearing to the Court that Alice S. Williams, Guardian of the said Laura L. Smith, heretofore adjudged to be a person of weak mind, has fully, and completely done and performed all of the duties incumbent upon and required of her as such Guardian, and has truly and faithfully accounted for all estate and property and the proceeds thereof, that has come into her hands or possession, or into the hands or possession of any other person or persons for her, and it further appearing to the Court that she has given due and public notice of her intended application for discharge, and that no objections have been made known or filed thereto, - it is now ordered, adjudged and decreed, that she the said Alice S. Williams, be, and she hereby is, discharged as Guardian of the said Laura L. Smith heretofore adjudged to be a person of weak mind; and it is further ordered, adjudged and decreed, that an exoneretur be, and hereby is, directed to be entered upon her bond, releasing her the said Alice S. Williams, as principal, and the United States Fidelity and Guaranty Company of Baltimore, Md., as surety, from any and all liability thereon by virtue thereof. Per Curiam.

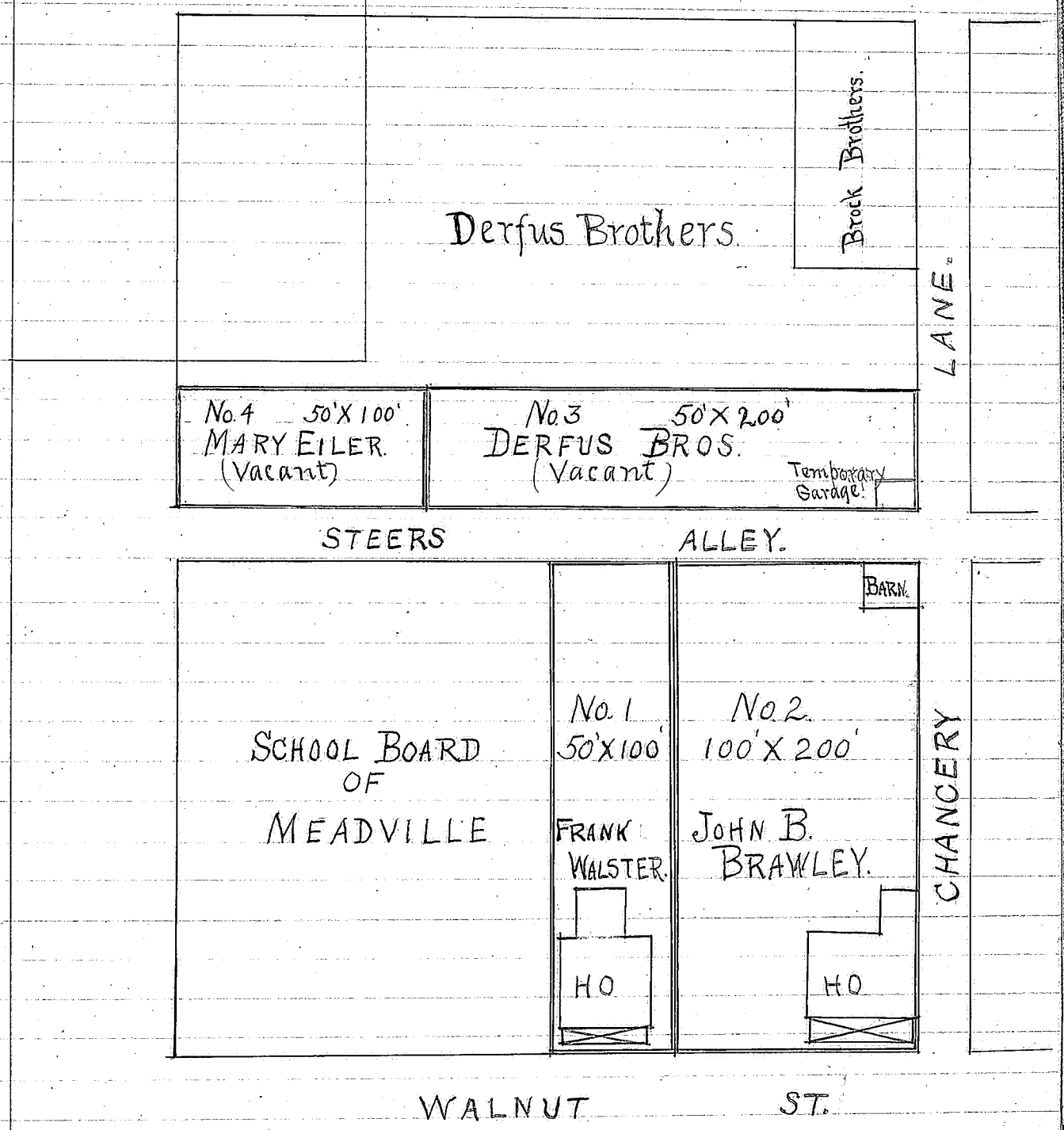
(See paper filed)

N

In re condemnation of land for site for High School

Record continued from page 594, of No. 175 February Term, 1921.

Plot of Lands Described in Report of Viewers.



Feb. 8, 1921
Scale 50ft. = 1 in
W.A. DOANE, CE

(See Report filed)

April 4, 1921, No exceptions having been filed or appeal taken, this report is finally confirmed. Per Curiam

(See back of report)

(Signed) Thos. J. Brather, P.J.

Record continued on next page.

No 175 Feb Term 1921 (continued from preceding page

April 5th 1921. Received of Meadville School District Nine Thousand Seven hundred and fifty ($9750.00) Dollars being in full of damages awarded the undersigned for the condemning and taking of my real estate as set forth in the foregoing proceedings

Witness
Otto Astolz
B. B. Pickett

Frank Walster

Apr. 5. 1921 Received of the School District of Meadville, Five Thousand Dollars to apply on damage awarded me by viewers as per foregoing viewers report. (Bal. still due is Ten Thousand dollars)

John B Brawley

Witness:-
J. A. Northam
B. B. Pickett

Apr. 5, 1921 Received of the School District of Meadville, Twenty Nine Hundred ($2900.00) dollars, being in full of damages awarded me for the taking of my real estate as set forth in foregoing proceedings.

Witness: B. B. Pickett
Andrew Derfus

Mary A. Exler

Apr. 5, 1921 Received of the School District of Meadville, Three Thousand One Hundred and Twenty Five dollars, being in full of damages awarded us for the taking of our property and real estate as set forth in the foregoing proceedings.

Witness: B. B. Pickett
V. L. Greley.

Andrew Derfus
Derfus Bros By Andrew Derfus
Hanna H Derfus
Jno. Derfus