# CRAWFORD COUNTY

## APPEARANCE DOCKET

# BOOK 210

## 1922

PIRRELLO ENTEPRISES INC.
Scanned August 2020

onald O. Thompson

1

Ray A. Klipple
doing business
as Ray's Garage
vs.
O. B. Kenty
Issued Nov. 15, 1921.

| | | |
|---|---|---|
| Jax & writ (Plff. pd) | # | 2.25 |
| Shff. Snodgrass | (pd) | 3.80 |
| Pro S | (pd) | .50 |

Foreign Attachment in Assumpsit; Returnable to first Monday of Dec. 1921 Bail required #72.00

To attach the goods and chattels, moneys, rights, credits and effects, lands and tenements of the defendant, in the hands, possession or custody of The National Concrete and Fire Proofing Company, and summon said Company as garnishee.

Writ returned: Attached as herein commanded the moneys, credits and goods in the hands of the National Concrete Fire-Proofing Co., by going to their office in the City of Meadville, Pa., and so declaring in the presence of witnesses of my bailiwick, that I so attached moneys, credits and goods; and served a true and attested copy of this writ upon O. E. Meinz, Secretary and Treasurer, and summoned him to appear as herein commanded. Dec. 5, 1921, as to the dept. O. B. Kenty, I make return of Nihil habet. So answers James A. Snodgrass, Sheriff

Dec. 31, 1921. Plaintiffs statement of claim filed.

by 20 1922 Recd Plff atty Four and 50/100 Dollars Shff & Pros costs
V. L. Greeley Pro

by 21-1922 Recd of V. Greeley Three dollars Eighty cents in costs
Jas A. Snodgrass

And now, February 20, 1922, the debt having been paid, with interest and costs, this case is discontinued.

Donald O. Thompson,
Atty. for Plff.

# FEBRUARY TERM, 1922

J. Perry Eckels

2

July 14 1926
Recd. $3.00 my costs.
J. Perry Eckels.

Jessie Russell,
administrator of
John Russell,
deceased,
vs.
Charles Weisman +
Albert Weisman
Entered Nov. 15, 1921.

Geo. Greeley 12-15-21 # paid 2.25
Atty 3.00

Of No. 4 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 Plff. and against the deft., with all the waivers and conditions contained in the original judgment note, for the sum of Four Hundred thirteen and 75/100 Dollars, being the amount of debt, interest and costs now due on the original judgment.

Debt # 413.75
Int. from Nov. 4, 1921.
Judgment
W. Jr. 125.
V. L. Greeley, Pro.

On or about Jan. 15, 1924, received from deft. Charles Weisman Two hundred dollars, also interest on same to said date; also interest on balance of said debt to Nov. 4, 1923. Mrs Jessie Russell Oct. 15, 1924.
July 13 1926 Recd satisfaction in full debt interest and costs on above judgment

Jessie Russell
Administratrix
John Russell
deceased

# FEBRUARY TERM, 1922

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| J. Perry Eckels<br>3 | v Lee Hynes<br>vs<br>v Charles Weisman<br>v Albert Weisman<br>Entered Nov. 15, 1921.<br>Pro. Speeley 12-15-2 # 225<br>Atty 3.00 | Of No. 5 February Term, 1917.<br>Amicable Scire Facias sur Judgment.<br>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 Six hundred and Sixty-four and 1/00 Dollars, being the amount of debt, interest and costs now due on the original judgment<br>Debt # 664.01<br>Int. from Nov. 4, 1921.<br>W. F. 125"<br>Judgment<br>V. L. Speeley, Pro. |

~~Jan. 15~~ Oct. 19, 1926, Amicable Sci. Fa. to No. 50 Nov. Term, 1926.

# FEBRUARY TERM, 1922

J. E. Bossard
4

Jan. 10, 1922 – Recd of J. E. Bossard, Atty., the sum of $10.20 being the costs due on this case as follows:–

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| Rec. Miller | .50 |
| Sheff. Snodgrass | 8.70 |
| Pros. Greely | 1.00 |
| | $10.20 |

V. L. Greely Prosty.

Recd of Prosby Greely 50¢ F. C. Bowers Recorder.

Feb 18-22 Recd $ Pros Greely Eight Dollars Seventy cts in my costs
Jas A. Snodgrass

Alexander F. Miller
vs.
George Parfitt, mortgagor, and Noah R. Francis and Bessie Francis, his wife, Terre tenants.
Issued Nov. 15, 1921.

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|---|---|
| Tax writ (Atty pd) | $ 2.25 |
| Rec. Miller. | .50 |
| Sheff. Snodgrass | 8.70 |
| Atty | 3.00 |
| Pros Fee | 1.00 |

Scire Facias sur Mortgage recorded in Mortgage Book Vol. 9-F, page 419; Returnable to the first Monday of December, 1921.

Nov. 15, 1921, Affidavit as to title to land filed.

Writ retd. Nov. 21, 1921, Served the within writ by handing personally a true and attested copy to Noah R. Francis, also, a true and attested copy to Bessie Francis, his wife, also by informing each of the contents of the dwelling house on the within described property.

Dec. 5, 1921, as to within named George Parfitt, I make return of "Nihil habet."

So answers, James A. Snodgrass, Sheriff.

# FEBRUARY TERM, 1922

J. E. Bossard
5

Roberts & Wasson
for J. P. Hall, admr

Dec. 16, 1921 Recd from J. E. Bossard, Esq., Atty for Plff $5.85, being the costs in this case
V. L. Greeley, Pro.

Dec 16-1921
Recd of Pro Greeley two dollars eighty cents in full of my costs
Jas A. Snodgrass Sheriff

✓ Mollie Seeley
vs.
✓ Elmer Seeley, deft. and J. P. Hall, Admr. of Joseph B. Seeley, deceased, Garnishee
Issued Nov. 15, 1921

| | # |
|---|---|
| Jay & writ | 2.50 |
| Sheff Snodgrass, | 2.80 |
| Pro Gy | .50 |

Of No. 66 November Term, 1921.
Attachment Execution; Returnable to first Monday of December 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 J. P. Hall, Administrator of Joseph B. Seeley, deceased, and Summon him as Garnishee.
Dec 5 1921 Writ returned
I make return of nihil habet as to defendant Elmer Seeley
So Answers
James A Snodgrass
Sheriff
Nov 21 1921 Roberts & Wasson appear for J. P. Hall administrator of Estate of Joseph Seeley deceased. (See writ filed.)

December 16th 1921. — This case is hereby discontinued by the plaintiff. J. E. Bossard, Atty for Plaintiff.

# FEBRUARY TERM, 1922

Roy L Peters 12/30/25

6

L. L. Meyler, Admr
of the estate of
Mary Meyler, decd,
vs.
L. P. Flaugh
Entered Nov. 14, 1921

Pro. Greeley (Plff. pd) # 225
Original Costs:
Plff. 3.50

Of No. 74 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 Seven hundred Dollars, being the amount of debt now due on the original judgment, with interest & costs.

Debt # 700.00
Int. from Nov. 15, 1921

F. fp. 103

Judgment
U. L. Greeley, Prothy.

Dec. 30, 1925. Paid Eight hundred seventy nine & 25/100 Dollars, in full satisfaction of the debt, interest and costs due on above judgment, and the Prothy. is hereby directed to satisfy the same of record.

Roy L Peters
Atty for Plff.

Otto A Stolz
7

Elizabeth Hais
vs
John Miller and
Elizabeth Miller
Entered Nov. 17, 1921.

Prothy. Greeley (Paid by Deft) 2.25
Atty 3.00
Clff. on orig. 1.25

Reed 3cc alley fee. 12/14/22
Otto A Stolz Atty.

Of No. 131 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 Six hundred thirty-six Dollars, being the amount of debt, interest and costs now due on the original judgment. #

Debt 636.00
Int. from Nov. 29, 1921.
Judgment.

M pp. 209 & 201.

V. L. Greeley Prothy.

Dec. 14, 1922. This judgment satisfied. (See paper filed)

# FEBRUARY TERM, 1922

T. E. Arnetta
8

Sept 14 1922 Rec'd of Peff by atty Eleven and 65/100 Dollars Shff & Prothy Costs
V. L. Greeley Prop

Sept 19 1922 Rec'd of Pro Greeley Three and 80/100 Dollars my costs
Jas A. Snodgrass

Clara E. Schreckengost
vs
Eli A. Schreckengost
Issued Nov. 17, 1921.

| | | # |
|---|---|---|
| Tax + writ (Pd by Lib.) | | 2.00 |
| Shff. Snodgrass | | 3.80 |
| J. D. Bossard, Master, pd | | 25.00 |
| Pro Greeley | | 2.85 |
| Atty | | 3.00 |

Subpoena in Divorce,
Returnable to next term.
And now, Nov. 17, 1921 subpoena awarded. (Signed) Thos. J. Brather, P. J.
Subpoena returned: Served the within subpoena in divorce on the Respondent personally on the 25th day of Nov. 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, April 7, 1922, J. D. Bossard, Esq., is appointed Master in the above case
By Hon. Thos. J. Brather, P. J.
(See paper filed) bom issued.
Sept. 14, 1922, Testimony and report of Master filed.

On Argument List for Sept. Term, 1922, No. 21,
Oct. 18, 1922, After due consideration, a divorce is decreed as prayed and at cost of respondent. 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 Clara E. Schreckengost be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Clara E. Schreckengost the libellant, and the said Eli. A. Schreckengost, 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, 1922

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| John O. & Walter J. McClintock<br><br>9 | ✓Petition of Homer R. Nichols and Barrie Nichols, his wife for the adoption of Esther R. Phelps, minor child of Lucy A. Phelps, dec'd, and Edward Phelps. Entered Nov. 17, 1921.<br><br>Jno. Greeley (paid) $3.00 | Nov. 17, 1921. Petition with consent of surviving parent annexed, presented in open Court and filed.<br>Decree: And now, November 17, 1921, the petition of Homer R. Nichols and Barrie Nichols, his wife, of Springboro, Crawford County, Pennsylvania, for the adoption of Esther R. Phelps, minor child of Lucy A. Phelps, late of Springboro, deceased, and Edward Phelps, of Bonneau, Ohio, together with affidavit and consent of Edward Phelps, surving parent of said minor attached thereto, having been presented and read in open Court, and having been duly considered by the Court, on motion of John O McClintock and Walter J McClintock, attorneys for the petitioners, and the Court being satisfied that the welfare of the child will be promoted by such adoption, it is hereby ordered, adjudged and decreed by the Court that the prayer of the petitioners be granted; and it is further ordered that the said Esther R. Phelps shall assume the name of the petitioners and shall hereafter known and called by the name of Esther R. Nichols, and that she shall henceforth have all the rights of any other children and heirs of Homer R. Nichols and Barrie Nichols, 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 provisions of the Acts of Assembly in such case made and provided. Per Curiam.<br>(See paper filed) (Signed) Thos. J. Grather, P. J.<br>Same day, certified copy of decree issued to petitioners. |

# FEBRUARY TERM, 1922

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| Donald C. Thompson<br><br>10<br><br>Dec 15-1921 Recd<br>of attorney Donald C<br>Thompson my costs<br>3.20 Jas A Snodgrass Shff | John A. Graham,<br>use of Mrs. Jennie<br>McQuiston,<br>vs.<br>Earl H. Beers<br>Issued Nov. 17, 1921<br><br>Pro. Greeley 11-17-21 paid # 2.00<br>Shff. Snodgrass, 1.60<br>Shff. Snodgrass orig. 1.60<br>Pro. Greeley on alias fi fa 12-15-21 pd 2.00 2.00<br>Pro. Greeley pd 2.00 2.50<br>Atty 3.00<br>Original Costs: Mondergan Atty 4.25 | Of No. 109 November Term, 1916.<br>Scire Facias to revive the lien of above judgment. Returnable to first Monday of December, 1921.<br>Writ returned: Dec. 5, 1921, As to the within named deft, Earl H. Beers, I make return of Nihil habet.<br>So answers James A. Snodgrass, Shff.<br>Dec. 5, 1921, Alias Sci. Fa. issued, returnable to first Monday of January next<br>Alias writ returned: Jan. 2, 1922, As to the within named defendant, Earl H. Beers, I make return of Nihil habet.<br>So answers James A. Snodgrass, Sheriff.<br>And now, January 21, 1922, On motion of plaintiffs attorney judgment is entered in favor of plaintiff and against Deft., after two returns of Nihil habet, for want of an appearance and an affidavit of defense, and liquidated at the sum of Three hundred six Dollars and fifty-four cents, with interest from date and costs. (See Rule Doc. 12, page 560)<br>Debt # 306.54<br>Int. from Jan. 21, 1922<br>Judgment<br>V. L. Greeley, Pro.<br><br>Be p. 152. |

Arthur R Thompson
Albert L Thomas
vs
L. W. Benedick
Thomas & Thomas

E. B. Beaver
vs.
L. A. McCauley
Issued Nov. 18, 1921

| | $ |
|---|---|
| Tax writ (pd by Atty) | 2.00 |
| Shff. Snodgrass | 15.00 |
| Bro. Greeley | 6.25 |
| Jury fee | 4.00 |
| Atty | 3.00 |

Capias ad respondendum in Trespass; Returnable to the first Monday of December next. Bail required $500.00.
Nov. 18, 1921, Affidavit to hold to bail filed.
Nov. 18, 1921, Statement of claim filed, and copy certified to Sheriff for service.
Nov. 29, 1921, Messrs. L. W. Benedick, and Thomas & Thomas appear for deft. (See paper filed)
Dec. 1, 1921, Affidavit of defense filed.
Writ returned: Nov. 23, 1921, Did as herein commanded, and the within named deft. gave bail according to law. I have notified plaintiffs attorneys of the bail. Bond returned with this writ.
So answers James A. Snodgrass, Sheriff.
Dec. 5, 1921, Bail bond of Deft., with Frank Reich as surety, in the sum of $500.00, dated Nov. 23, 1921, returned with the writ and filed.
On Fall Trial List, No. 2. Oct. 30, 1922, Continued by consent.
On Trial List for 2nd Mon. of Jan. 1923. No. 14.
And now, January 11, 1923 Jury selected and sworn as follows: 1- Mrs. Lothe Klepfer, 2- Harry Ellis, 3- Wm. L. Russell, 4- O. F. Cook, 5- Bert Hanna, 6- Charles Gillet, 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 Jany 13, 1923, they find for the defendant L. A. McCauley Be. Pa. 179.
Jany 13, 1923. Plaintiffs points filed.

Jan 27 1923 Recd of Deff by atty Twenty five and 25/100 Dollars costs & Jury fee
V. L. Greeley Pro

Jan 30-1923
Recd of Pro Greeley Ten dollars in costs
Jas A Snodgrass

# FEBRUARY TERM, 1922

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| Donald b. Thompson<br><br>12<br>b. W. Benedict | W. J. Walker, doing business as W J Walker<br>bo<br>vs.<br>Frank B. Von Tacky<br>Issued Nov. 19, 1921<br><br>Tax + writ (Plff. paid) # 2.00<br>Shff Snodgrass 13.70<br>Pro Grealy, Smith 2.50 | Summons in Assumpsit, Returnable to first Monday of December, 1921.<br>Nov. 19, 1921, Statement of Claim filed<br>Nov. 23, 1921, b. W. Benedict, Esq. appears for defendant (See paper filed)<br>Nov. 28, 1921, Affidavit of defense filed<br><br>And now, December 1, 1921, it appearing that the wrong defendant has been served, and appeared in this case, the above action is hereby discontinued.<br>Donald C. Thompson,<br>Atty. for Plff.<br><br>Writ returned:<br>Nov. 21, 1921, Served the within summons on the within named Frank B. Von Tacky, at the office of the Titusville Oil Works, Titusville, Pa., by handing a true and attested copy of the summons, together with a true certified copy of plaintiffs statement of claim. So answers<br>James A. Snodgrass, Shff. |

# FEBRUARY TERM, 1922

Arthur R. Thompson
13

Jan 24 1922 Recd of Pltff atty Three and 60/100 dollars Shff and Prothy costs
V. L. Greeley Pro

Jan 25-1922
Recd of Pro Greeley Two dollars & Sixty cents
Jas A. Snodgrass Ex Shff

Emily Hall Brace
vs.
Johnston Hall
Issued Nov. 23, 1921

| | # |
|---|---|
| Tax & writ (paid) | 2.00 |
| Shff. Snodgrass | 2.60 |
| M B Ashley, on summons | |
| Pro. Greeley | 1.00 |

Summons in Assumpsit, Returnable the first Monday of December, 1921
Amount involved exceeds the sum of $300.00.

Nov. 23, 1921, Pltffs. statement of claim filed and copy compared and certified.

Writ returned. Served the within named defendant, Johnston Hall, by handing to him personally a true and attested copy of the within summons and a true and attested copy of the statement of the within claim, and making known to him the contents thereof, at his residence No. 423 East Main Street, Titusville, Crawford County, Penna, on the 23d day of Nov. 1921. So answers
M. B. Ashley, Deputy Sheriff.
James A. Snodgrass, Sheriff.

Dec. 20, 1921. The claim in this case paid to plaintiff and settled.
(See paper filed)

# FEBRUARY TERM, 1922

Chas P. Hewes
H. A. Strong / Erie, Pa.
14
John O'M^c Christ
Mally J. M^c Christ 11-29-21

/ Jacob Dreyfus & Son
vs
Cassius Smith
trading as
/ Smith Brothers
Issued Nov. 23, 1921

| | # |
|---|---|
| Jax writ (paid) | 2.00 |
| Shff. Snodgrass | 2.60 |
| Pro. Greeley | 3.75 |
| atty | 3.00 |

Summons in Assumpsit; Returnable first Monday in December next
Nov. 29, 1921, Statement of claim filed and copy certified. Service accepted by Dfts. Attys.
Writ rec'd. Nov. 23, 1921, Served the within summons on the within named Cassius Smith, by handing him personally a true and attested copy thereof at his place of business on Chestnut Street, Meadville, Pa., at 1:15 P.M. So answers
James A. Snodgrass, Shff.
Dec. 5, 1921, Affidavit of defense filed. copy served on Plff's atty, by handing to Pretty.
On Fall Trial List, 1922. No. 1.
Oct. 30, 1922. Continued on application of plaintiff.
On Trial List for 2nd Mon. of Jan. 1923. No. 32
Jan. 17, 1923. Continued; Remanet
On Trial List for 1st & 4th Mondays of Mar. 1923, No. 12.
"Off list."

Mch 27 1923
Rec'd of Deft Cash
Smith Eleven and
35/100 Dollars Costs
in this Case
V. L. Greeley
same day send clerk
C. Hewes check for five
Dollars his costs

Mch. , 1923. Off list.
March 27 1923 The above case discontinued without prejudice by Chas P. Hewes attorney for Plff.
See paper filed

aug 20-1923
Rec'd of Pro Greeley
Two dollars sixty cents
in cash
Jas A Snodgrass

# FEBRUARY TERM, 1922

John A Northam
15

Frederick A Brutcher
vs.
Alice A Brutcher
Issued Nov. 23, 1921

| | |
|---|---|
| Tax & writ (Atty pd) | 2.00 |
| Shff Snodgrass | 4.10 |
| W. B. Best Master pd | 25.00 |
| Geo. Greeley | 7.35 |
| Atty | 3.00 |

Subpoena in Divorce: Returnable to first Monday of January next.

And now, Nov. 23, 1921, Subpoena awarded, Returnable to first Monday of January 1922. (Signed) Thos. J. Prather, P.J.

Subpoena returned: Served the within subpoena in divorce on the respondent personally on the 30th day of Dec. 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, March 27, 1922, On motion in open Court, W. B. Best, Esq. is appointed Master in this case. By Hon. Thos. J. Prather, P.J. (See paper filed) Com. issued.

May 6, 1922 Testimony and report of Master filed.

On Argument List for May Term, 1922 No. 21

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 Frederick A. Brutcher be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him the said Frederick A. Brutcher the libellant, and the said Alice A. Brutcher 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

Apr 27 Rec'd of Deff by party Eleven and 45/100 Dollars Shff & Pros costs
V. Le Greeley Pro

Apr 29 1922 Rec'd of Pro Greeley Four and 10/100 Dollars my costs
Jas A. Snodgrass

# FEBRUARY TERM, 1922

C. Victor Johnson

Donald C. Thompson

16

May 10th 1922. Rec. my docket fee 3 & 1 Tax-Ind Costs $2.25
C. Victor Johnson atty for use Pff

May 10th 1922. Recd of D. R. E. Watson the Sum of Two Hundred Fourteen ($214) Dollars & apply on this Judgment being Amount due on this Judgment on this date and I hereby assign the same to D. R. E. Watson, Sheriff

May 10 1922 Recd of Pff's atty Nine and 90/100 Dollars Costs in this case
V. L. Greeley Pro
May 10-1922
Returned to V. L. Greeley
$9.00 my costs
D. R. Mosier
Clerk.
May 25-22
Recd my costs 3.90 in full
Jas A. Snodgrass

Continued on page 587.

Commonwealth of Pennsylvania and Commonwealth of Pennsylvania, to the use of Mary Saeger
vs.
Wm. P. Saeger and A. E. Watson
Issued Nov. 25, 1921.

| | |
|---|---|
| Tax & writ (pd by Pltf) | $ 2.25 |
| Shff. Snodgrass | 3.90 |
| D. R. Mosier, Clerk | 1.00 |
| Pro Greeley Since | 5.00 |
| atty | 3.00 |
| assgt per pa 5-10-22 | .35 |
| Atty - 2d judgt. | 3.00 |

Sci Facias sur Recognizance filed in the Court of Quarter Sessions of Crawford County, at No. 12 November Sessions, 1918. Returnable to first Monday of Dec. next Nov. 25, 1921 Copies of recognizance sued upon and of orders of Court, and suggestion of breaches, filed. Nov. 25, 1921 Declaration filed. Dec 3 1921 Donald C. Thompson Esq. appears for Defendants. (See papers filed.) Writ returned Nov. 26, 1921, served the within writ, by handing a true and attested copy thereof to A. E. Watson personally, at his dwelling house in Meadville, Pa., also, by handing a true and attested copy personally to Wm. P. Saeger, on the 3d day of December, 1921, and summoned each to appear as herein commanded. So answers, James A. Snodgrass, Sheriff.

And now, March 27, 1922, On motion in open court, and on due consideration thereof, it is ordered and decreed that judgment be entered for the Commonwealth of Pennsylvania and against Wm P. Saeger and A. E. Watson, the defendants, in the sum of Five hundred Dollars ($500), the penalty named in said recognizance, and we ascertain and liquidate the amount presently due to Mary Saeger, the use plaintiff, to be Two hundred sixty-five Dollars ($265), which said sum of $265 was due to her on November 11, 1921, and that being all the arrearages up to the time of suit brought; And it is further ordered & decreed, That the costs of said proceeding be paid by the said defendants. Per Curiam. (See Paper filed)

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| Penal Debt | $ 500.00 |
| Real Debt | 265.00 |
| Int. from March 27, 1922. | |

Sa. fa. 9 ; W. fa. 18.

Judgment
V. L. Greeley, Pro'thy

And now March 30th 1922 - Received of A. E. Watson defendant and surety for Wm P. Saeger the sum of ($265.00) Two hundred sixty five Dollars being the amt due as per above decree of Court.
C. Victor Johnson Attorney for Mary Saeger

17

J. L. Spencer

Jan 30 1922 Recd of Deft Five Dollars my costs
V. L. Greeley Pro

Helen Gruver, by M. J. Gruver, her father and next friend, and M. J. Gruver, in his own right,
vs.
Erie Railroad Company.
Entered Nov. 26, 1921

| | # |
|---|---|
| Jas. Pro. Greeley | 2.00 |
| Pro. Greeley | 3.00 |

Summons in Trespass. Returnable to first Monday of January, 1922.

Now, November 26, 1921, J. L. Spencer, Esq., appears for the defendant, and waives the issue 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. (See praecipe)

Nov. 26, 1921, Amicable action and confession of judgment filed, to wit:

Whereas, Helen Gruver, aged seventeen years, daughter of M. J. Gruver, Plaintiff above named, of Atlantic, county of Crawford, and State of Pennsylvania, suffered serious injury while riding in an automobile driven by one C. R. Fox, while crossing or attempting to cross the tracks of the Erie Railroad Company on the Main Street in the village of Greenville, in Mercer County, Penna, on the 15th day of July, 1921; and Whereas, Plaintiffs allege that said injury was caused by the negligence of the above named 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 the damages by payment to them of the sum of Two Hundred Fifty dollars ($250.00) and the costs of this suit; which plaintiffs are willing to accept in the 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 the said plaintiffs, in the sum of Two Hundred Fifty Dollars ($250.00), and the costs of suit, on this 26th day of November, 1921. (Sgd) J. L. Spencer
Attorney for Defendant.

Now, November 26, 1921, the above statement of facts and confession of judgment are approved and accepted by us, the plaintiffs above named. (Signed) Helen Groover By M. J. Groober, Her father and next friend. and M. J. Groover, In his own right.

Witness: Effie M. Peffers
(Sgd) John O. McClintock

| | # |
|---|---|
| Debt | 250.00 |
| Int. from Nov. 26, 1921 | |
| Judgment Nov. 26, 1921 | |

V. L. Greeley, Prothy.

Corp. page 125.

Nov. 26, 1921. The above judgment satisfied.
(See paper filed)

# FEBRUARY TERM, 1922

18

J. L. Spencer

Earl R. Foy, by John H. Foy, his father and next friend, and John H. Foy in his own right,
vs.
Erie Railroad Company.
Entered Nov. 26, 1921

| | | |
|---|---|---|
| Tax & Pro. Greeley | $ | 2.00 |
| Pro. Greeley, | | 3.00 |

Jan 30 1922 Rec'd of Defts Five dollars my costs
V. L. Greeley Pro

Summons in Trespass, Returnable the first Monday of January next.

Now, November 26, 1921, J. L. Spencer, Esqr, appears for the defendant, and waives the issue 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." (See praecipe.)

Nov. 26, 1921, Amicable action, and confession of judgment by defendant, filed, to wit:

Whereas, Earl R Foy, aged nineteen years, son of John H. Foy, plaintiff above named, of Greenville, county of Mercer and State of Pennsylvania, suffered serious personal injury and damage to his automobile, while crossing or attempting to cross the tracks of the Erie Railroad Company, on the main street in the borough of Greenville, Mercer County, Pennsylvania, on or about the 15th day of July, 1921, and

Whereas, Plaintiffs allege said injury and said damage was caused by the negligence of the above named 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 plaintiff for the damages and injury sustained by Earl R. Foy, by payment to them of the sum of Two hundred and fifty Dollars ($250.00) and the costs of this suit, which plaintiffs are willing to accept in the 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 the said plaintiffs, in the sum of Two Hundred and Fifty Dollars ($250.00) and the costs of suit, this 26th day of November, 1921

(Signed) J. L. Spencer, Attorney for Defendant.

Now, November 26, 1921, the above statement of facts and confession of judgment are approved and accepted by us, the plaintiffs above named. (Signed) Earl R. Foy, By John H. Foy, his father and next friend.
John H. Foy, In his own right

Witness: Effie M. Peffers
John O. McClintock

| | | |
|---|---|---|
| Debt | $ | 250.00 |

Int. from Nov. 26, 1921.

Judgment, Nov 26, 1921.
V. L. Greeley, Prothy.

Corp. page 125.

Nov. 26, 1921 The above judgment satisfied.
(See paper filed)

# FEBRUARY TERM, 1922

Albert L Thomas
19

May 15, 1922 Recd from Libellant per Albert L. Thomas, atty, $23.85, being Sheriff Snodgrass $4.80, Shff Critchall $9.70, and Pro. Greeley $9.35
V. L. Greeley, Pro.

May 16. 1922
Received from Pro. Greeley $9.70 my costs
H B Critchall
Sheriff

May 25-22 Recd of Pro Greeley my costs $4.80
Jas A Snodgrass

Alice K. Wyatt
vs.
Wilbur M. Wyatt
Issued Nov. 28, 1921.

| | |
|---|---|
| Tax & writ (atty fid) # | 2.00 |
| Shff. Snodgrass | 4.80 |
| Shff. Critchall | 1.60 |
| Shff. Critchall on alias | 1.85 |
| Sheriff Critchall on Proc. | 6.25 |
| C. L. Webb, Master (paid) | 25.00 |
| Pro. Greeley. | 9.35 |
| Atty. | 3.00 |

Subpoena in Divorce and for custody of Margaret and Marie, minor children of the parties. Returnable to next term

And now, Nov. 23, 1921, subpoena awarded, Returnable to next term.
(Signed) Thos. J. Prather, P.J.

Subpoena returned: And now, Jan. 2, 1922. After making personal inquiries at the home and in the vicinity of the respondent, Wilbur M. Wyatt, I make return of non est inventus, and turn this writ over to my successor in office.
So answers James A. Snodgrass, Sheriff.

Now, Feby 13, 1922 the within named respondent, Wilbur M Wyatt not found in my bailiwick. So answers, H. B. Critchall, Shff.

Feb. 14, 1922, Alias subpoena in divorce issued, returnable to first Monday of April next.

Alias subpoena returned: April 3, 1922, The within named Wilbur M. Wyatt is not found in my bailiwick.
So answers H.B. Critchall, Sheriff.

April 3, 1922, Order for proclamation issued, returnable to next term.

And now, May 1, 1922. On motion in open Court, Curtis L. Webb, Esqr, is appointed Master in this case. By Hon. Thos. J. Prather, P.J. (See paper filed.)

And now, May 8, 1922, I, H.B. Critchall, 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. Critchall, Sheriff.

May 11, 1922 Testimony and report of Master filed.

On Argument List for May Term, 1922, No. 22.

June 15, 1922, After due consideration, a divorce is decreed as prayed at Cost of respondent; and the custody of the children, Margaret and Marie, is awarded to libellant. Per Curiam.

And now, to-wit June 15, 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 Alice K. Wyatt be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Alice K. Wyatt, the libellant, and the said Wilbur M. Wyatt 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.

Record continued on margin.

and it is further ordered that the custody of the children, Margaret Wyatt and Marie Wyatt, be and the same is hereby awarded to the said Alice K. Wyatt, the libellant.
Per Curiam
See paper filed.

Don F. Smith (Comp'lt) 20

Avis Dorn Force
vs.
William W. Force
Issued Nov. 28, 1921.

| | | |
|---|---|---|
| Tax & writ (pd Dec 6/21) | $ | 2.00 |
| ~~Sheff. Snodgrass~~ | | |
| Lee J. Stevens on sub (pd by Pltff) 1-17-22 | | 1.50 |
| Pro. Greeley paid | | 7.35 |
| Atty Paid | | 3.00 |
| Master Paid | | 25.00 |

Subpoena in Divorce; Returnable to first Monday of January next.

And now, to wit, Nov. 28, 1921, subpoena in divorce awarded in the within case, returnable the first Monday in Jan. 1922 Signed Thos. J. Brather, P. J.

Subpoena returned: Served a true and attested copy of the within subpoena in divorce upon William W. Force, the within named respondent by handing him the true and attested copy and informing him of the contents thereof, on the 9th day of Dec. A.D. 1921, in the Boro. of Connellsville in the County aforesaid. So answers (see affr. on subpoena) Lee J. Stevens, Constable

And now, to wit, Jan. 6, 1922, W. C. Marsh, Esq., is appointed Master to take testimony in above stated case and make due return thereon according to law. (See paper filed) By Thos. J. Brather, P. J.

Com. issued.
Jan 17 1922 Testimony on part of Libellant
and report of Master filed
On Argument List for Feby Term, 1922, No. 33

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 Avis Dorn Force be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Avis Dorn Force the libellant, and the said William W. Force, the respondent; and that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent, 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)

Walter L. Peake (Corry Pa.)
21.

Irene Inman
vs.
Frank H. Inman.
Issued Nov. 28, 1921.

| | | # |
|---|---|---|
| Tax & writ (Atty paid) | | 2.00 |
| Claude H. Parker on sub. | | 1.70 |
| Ira Greeley (1-21-22 paid) | | 7.35 |
| Atty | | 3.00 |
| Blaine Kincaid, Master | | |

Subpoena in Divorce, Returnable to the first Monday of January next.

And now, Nov. 28, 1921, Subpoena awarded as prayed for, Returnable First Monday, January, 1922.

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

Subpoena returned: Served the within Subpoena in Divorce upon Frank H. Inman, at the 2d ward of the Borough of Union City, Pa., on the 5th day of December, 1921, by producing this original writ to him, informing him of the contents thereof, and by handing to him personally a true and correct and attested copy thereof. So answers Claude H. Parker (See affidavit on subpoena)

And now, to wit, Jan 6, 1922, Blaine Kincaid, Esq., is appointed Master to take testimony in above stated case and make due return thereon according to law. By Hon. Thos. J. Grather, P. J. (See paper filed) Commission issued.

Jan 23 Testimony on part of Libellant and report of Master filed. On Argument List for Feb. Term, 1922, No. 34.

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 Irene Inman be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Irene Inman the libellant, and the said Frank H. Inman, the respondent; and that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent 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, 1922

Geo. Eldred
22

Feby 4 1922 Rec'd of Peffs atty Eight and 75/100 Dollars Sheriffs + Prothys Costs
V. L. Greeley Pro

Feby 18-22
Rec'd of Chas Greeley One dollar Fully ch
Jas A Snodgrass

Gladys Catherine Brown
vs
Elmer L Brown
Issued Nov. 28, 1921

| | |
|---|---|
| Jas Twist (Atty pd) # | 2.00 |
| Shff. Snodgrass | 1.40 |
| Const. Ashley (pd by Lib) | 1.70 |
| Chas. B Stegner, master (Frank) | 25.00 |
| Bro. Greeley | 7.35 |
| Atty. | 3.00 |

Subpoena in Divorce, Returnable to First Monday of January next.

And now, Nov 28, 1921, Subpoena awarded, Returnable First Monday of January next.

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

Subpoena returned: Served the within Subpoena in Divorce upon the respondent, Elmer L. Brown on Dec 2, 1921, by handing a true and attested copy thereof to him personally, at Titusville, Crawford County, Pa., and at the same time and place, made known to him the full contents thereof, by reading the original subpoena in divorce aloud in his presence.

So answers M. B. Ashley, Constable

(See affidavit on subpoena.)

And now, January 2, 1922, Charles B. Stegner, Esq., is appointed Master to take testimony and make report thereon to the Court. Per Curiam.

(See paper filed) Commission issued.

Feb. 8, 1922, Testimony and report of Master filed

On Argument List for Feby Term, 1922, No. 35.

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 Gladys Catherine Brown be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Gladys Catherine Brown, the libellant, and the said Elmer L. 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 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, 1922

D. W. Benedict
23

Nov 23 1922 Recd of Jeff by atty Seven and 85/100 Dollars my costs
V. L. Greeley, Pro.

Gust Andrew Sampson
vs
Anna Sampson, alias Anna Walda, or Waldo
Issued Nov. 28, 1921.

| | |
|---|---|
| Tax writ (atty fpd) | 2.00 |
| M. B. Ashley on Sub. pd | 1.45 |
| W. J. Sirdevan, Master, pd | 25.00 |
| Geo. Greeley | 7.85 |
| Atty | 3.00 |

Subpoena in Divorce and to have supposed marriage between libellant and respondent declared null and void; Returnable to first Monday of January next

Nov. 28, 1921, Subpoena awarded, returnable to First Monday in January, 1922

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

Subpoena rcd. Titusville, Pa., Dec. 12, 1921, Served the within subpoena on the within named Anna Sampson, at Titusville, Penna, Dec. 12, 1921, by producing to her the original summons and informing her of the contents thereof, and by handing to her and leaving with her a true, attested copy thereof.

So answers M. B. Ashley, Constable

(See affidavit on subpoena)

And now, May 1, 1922, On motion in open Court W. J. Sirdevan, Esq., is appointed Master in this case. By Hon. Thos. J. Prather, P. J. (See paper filed)

May 4, 1922, Commission issued.

Nov. 18, 1922 Testimony and Report of Master filed

On Argument List for Nov. Term, 1922 No. 9.

Dec. 18, 1922. - After due consideration, said supposed marriage is adjudged null and void, and a decree of nullification is entered according to the prayer of the petitioner. Per Curiam

Decree:- And now, to-wit, Dec. 18, A. D. 1922, This cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence on the part of the libellant, duly taken and filed of record, 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 joined in marriage with one C. A. Walda, (or Waldo), about thirty-three years ago, who is still living, and has never been divorced from the respondent, etc.;

And thereupon, upon consideration thereof, it is ordered, adjudged and decreed, that the said supposed marriage, contracted and celebrated between him, the said Gust Andrew Sampson, the libellant, and the said Anna Sampson, alias Anna Walda (or Waldo), the respondent, on the 12th day of April, 1911, 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 Gust Andrew Sampson, the libellant, shall be at libery to marry again, in like manner as if he had never been married.

By the Court,

Thos. J. Prather, P. J.

(See paper filed).

# FEBRUARY TERM, 1922

| | | |
|---|---|---|
| Albert L. Thomas<br>vs<br>J. Perry Eckels | Eclipse Lumber Company<br>vs<br>The Simplex Manufacturing Company<br>Issued Nov. 29, 1921<br><br>Tax & writ (paid) # 2.00<br>Shff. Snodgrass 7.90<br>Pro. Sreeley 4.00 | Summons in Assumpsit, Returnable to the first Monday of January next<br>Nov. 29, 1921. Affidavit that Plffs claim exceeds $300.00 filed<br>Nov. 29, 1921. Statement of claim filed.<br>Writ returned: Dec. 6, 1921. Served the within writ, by handing personally to Clarence Read, the agent in charge of the Simplex Manufacturing Company, a true and attested copy, together with a certified copy of plaintiff's statement of claim; also, by informing him of the contents, at Bonneauville, Pa.<br>So answers James A. Snodgrass, Shff.<br>Dec. 15, 1921. Affidavit of defense filed<br>On Trial List for First Monday of March, 1922. No. 11<br>Feb. 27, 1922, Continued by consent.<br>On Fall Trial List, 1922, No. 22.<br>Dec. 4, 1922, Continued by consent.<br>On Trial List for 2nd Mon. of Jan. 1923. No. 34<br>Jan. 2, 1923. Continued by consent. Not to be placed on the trial list without order of Court. Per Curiam. |

# FEBRUARY TERM, 1922

| | | |
|---|---|---|
| Donald b. Thompson<br><br>25<br>Mc b. W. Benedict Dec. 13/21. | W. J. Walker, doing business as W. J. Walker bo.<br>vs.<br>Frank Von Tacky<br>Issued Dec. 1, 1921<br><br>Tax writ 6d Aug. 17/21 $2.00<br>Shff. Snodgrass 13.70 | Summons in Assumpsit; Returnable to first Monday of January next.<br>Dec. 1, 1921. Statement of claim filed.<br>Writ returned: Dec. 9, 1921, served the within writ on the within named deft. Frank Von Tackey, by handing a true and attested copy together with a certified copy of plaintiffs statement of claim to E. F. Von Tackey an adult member of his family (to wit, his son) at Titusville, Pa., at his place of business, he being the one in charge.<br>So answers James A. Snodgrass, Sheriff.<br>Dec. 14, 1921. Agreement of counsel extending time for filing affidavit of defense to Jan. 25, 1922, filed<br>Jan. 13, 1922. Affidavit of defense filed. |

# FEBRUARY TERM, 1922

Otto Kohler
26

Bertha M. Getz
vs
Frank D. Getz
Issued Dec. 1, 1921.

| | |
|---|---|
| Tax & writ (Atty fd) | $ 2.00 |
| Shff. Snodgrass | 1.60 |
| Shff. Leitshall on alias, | 1.60 |
| Shff. Leitshall on Proc. | 6.50 |
| F.G. Kiebort, Master pd | 25.00 |
| Pro. Greeley | 9.85 |
| Atty. | 3.00 |

Subpoena in Divorce; Returnable to first Monday of January next. Libellant prays for the custody of her minor children, Frank Getz, John Getz and Clyde Getz.

And now, Dec. 1, 1921, Subpoena awarded, Returnable first Monday of January, 1922 (Signed) Thos. J. Prather, P.J.

Subpoena returned: Jan. 2, 1922, the within named respondent, Frank D. Getz, not found in my bailiwick.

So answers, James A. Snodgrass, Sheriff

Jan. 6, 1922, Alias subpoena in divorce issued, returnable to first Monday of February next.

Subpoena returned: Feb. 6, 1922. The within named respondent Frank D. Getz not found in my bailiwick. So answers,

N. B. Leitshall, Sheriff.

May 27 1922
Rec'd of Peff by attorney Nineteen and 55/100 Dollars Shff & Prothy costs.
U. L. Greeley Pro

May 27 1922
Received my costs from Pro. Greeley
N B Leitshall
Sheriff

Aug 25-22
Rec'd of Pro Greeley my costs 1.60
Jas A. Snodgrass

Praecipe for and order issued, Proclamation in divorce filed Feb. 7, 1922. Returnable first Monday of April.

And now, April 3, 1922, I, N.B. Leitshall, 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. Leitshall, Sheriff.

And now, May 1, 1922, Fred G. Kiebort, Esq. is appointed Master in this case, By Hon. Thos. J. Prather, P. J. (See paper filed) Com. issued.

May 27, 1922. Testimony and report of Master filed.
On Argument List for May Term, 1922, No. 29.

Now, June 15, 1922. After due consideration, a divorce is decreed as prayed, at cost of respondent; and the custody of the children, John, Frank and Clyde Getz, 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 Bertha M. Getz be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Bertha M. Getz, the libellant and the said Frank D. Getz, 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, Frank Getz, John Getz, and Clyde Getz, be and the same is hereby awarded to the libellant Bertha M. Getz.

Per Curiam
See paper filed

Record continued on margin.

# FEBRUARY TERM, 1922

| | | |
|---|---|---|
| Thomas & Thomas<br>Charles Matthews Jr. | S. D. Pearson, trading and doing business as the Pearson Brick Company<br>vs.<br>F. C. Danner<br>Issued Dec. 2, 1921<br><br>Tax Writ (atty pd) $ 2.00<br>Shff. Snodgrass 3.60<br>Geo. Greeley 2.50<br>Atty. 3.00 | Summons in Assumpsit, Returnable to 2d Monday of January next<br>Dec. 2, 1921. Plaintiffs declaration filed.<br>Writ returned: Dec. 5, 1921, served the within writ on the within named F. C. Danner, by handing to him personally a true and attested copy, together with a certified copy of plaintiffs statement of claim, at his office at the Park Theater, in the City of Meadville, Pa., at 2:30 P. M.<br>So answers James A. Snodgrass, Shff.<br>And now, January 4, 1922, On motion of Thomas & Thomas, Attorneys for plaintiff, judgment is entered against defendant and in favor of plaintiff, for want of an appearance and for want of an affidavit of defense, and judgment liquidated at the sum of Two thousand eight hundred eleven Dollars and twenty cents, with interest from date and costs (See Rule Doc. 12 p. 559)<br>Debt $2811.20<br>Int. from Jan. 4, 1922<br>Judgment.<br>D. L. Greeley, Prothy. |

27

D. p. 172.

Jan. 6, 1922, Att. Ex. to No. 57 Feb. Term, 1922
Fi. Fa. to No. 96 Sept. Term, 1922.

# FEBRUARY TERM, 1922

28

In the Matter of the Selection of persons to be Jurors for the year, 1922
Entered Dec. 2, 1921.

Pro. Greeley 2.00

Order of Court.

Now, December 2, 1921, 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 inside said jury-wheel in the manner provided by law, the names of Seven hundred ~~and fifty~~ 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. Brather, P.J.

Jan. 2, 1922 Oath of Jury Commissioners and Sheriff, taken and filed.

January 28, 1922, List of Jurors Names placed in the Jury Wheel filed.

# FEBRUARY TERM, 1922

29

Venire for the
First
Monday of January
1922.
Issued Dec. 2, 1921
#
Pro. Sheeley 2.75

Venire for 50 Traverse Jurors for the Court of Common Pleas to be held the first Monday of January, 1922.

And now, January 2, 1922, I, James A. Snodgrass, Sheriff of Crawford County, do hereby certify and make return, that I have summoned the fifty 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 January, 1922, except Burt McMichael, Guy Smearline and Albert L. Simmons, who were not found in my bailiwick.

So answers James A. Snodgrass,
Sheriff

# FEBRUARY TERM, 1922

Wm. B. Griffen

30

April 17 1928 Recd of Peff Fifteen and 70/100 Dollars in full costs

U. G. Greeley. Pro

May 18-1928
Recd of Pro Greeley Thirteen and 70/100 Dollars my costs
James A Snodgrass

Titusville Trust Company

vs.

Ethel Carnahan, Executrix of the last will and testament of Milton S. Carnahan deceased.

Issued Dec. 3, 1921.

| | |
|---|---|
| Tax twrit (atty pd) | 2.00 |
| Shff Snodgrass | 13.70 |
| Pro & since | 2.00 |

Summons in Assumpsit, Returnable on First Monday of January next.

Dec. 3, 1921, Statement of Claim filed.

Dec. 3, 1921 Praecipe for indexing action as a lien filed. J. D. "6" pp. 261 & 22.

Writ returned: Dec. 9, 1921, Served the within writ by handing personally to Ethel Carnahan a true and attested copy, together with a true and certified copy of plaintiffs Statement of claim; at the City of Titusville, Pa.

So answers James A. Snodgrass, Sheriff

And now March 27 1928 comes the plaintiff and acknowledges full payment and satisfaction of the cause of action herein and discontinues the above action

Titusville Trust Company
By Louis C. McKinney
President

Filed April 17, 1928. (See paper filed.)

| | | |
|---|---|---|
| J. M. McGill 31 | Selden S. Benedict and Robert B. Benedict trading as the "Motor Car Supply Company vs. Johnston Hall Entered Dec. 5, 1921 | Appeal by Defendant from Judgment of Peter B. Starr, Esqr., Alderman Dec. 6, 1921 J. M. McGill, Esqr., appears for Deft., Johnston Hall. (See paper filed) |
| | Jdt. Entry ($2.00 paid) 1.50<br>Costs on Trans. (paid) 5.10 | |

Roy S. Peters

32

Thomas & Thomas for F.C. Danner
Ott & Stoltz for Meadville Theatres Corporation

v. John F. Taylor, Wilson Taylor and Charles Taylor, partners doing business as L. & E. T. Plastering Co.

vs.

F. C. Danner, defendant, and the Meadville Theatres Corporation, Garnishee.

Issued Dec. 6, 1921.

Tax twrit (Atty paid) 2.50
Shff. Snodgrass 38.20

Of No. 136 November Term, 1921.

Attachment Execution, Returnable to first Monday of January, 1922.

To attach and levy in satisfaction of said judgment, interest and costs, all debts, credits, certificates, dividends, moneys, deposits, goods and chattels, whatsoever, belonging to the said F. C. Danner, in the hands or possession of the said Meadville Theatres Corporation, garnishee, or due or to become due to the said defendant, by or from the said garnishee; and summon the said Meadville Theatres Corporation as Garnishee.

Writ returned: And now, December 6, 1921, Attached and levied on the deposits, credits and moneys due or to become due to the defendant, F. C. Danner, in the hands of Meadville Theatres Corporation; and served this writ by handing personally to Charles Schatz, Vice President of the above company, a true and attested copy thereof, and summoned him to appear as Garnishee, he being Vice President of the Meadville Theatres Corporation, at his place of business in the City of Meadville, Pa., at 4:10 o'clock P. M., As to defendant, F. C. Danner by handing him personally a true and attested copy, and summoned him to appear as herein commanded, also by informing him of the contents, on the tenth day of December, 1921, at 2:30 o'clock P. M., at the Lycium Theater on Chestnut Street in the City of Meadville, Pa. So answers James A. Snodgrass, Sheriff

Albert L Thomas

33

H. J. McAllister
Thomas & Thomas

April 20, 1925 Recd of Plff. $38.35, being
Shff Snodgrass $10.10
Pro. Greeley 10.75
Pro. G. for County 6.50
Jury-fees 4.00 4.00
Atty-fee final jgt. 8.00
$38.35
V. L. Greeley, Pro.

April 20, 1925, rec'd of V. L. Greeley, Prothy $3 deficit fee in this case.
Thomas & Thomas.

Record continued on page 34.

✓ Irene Thatcher Widow of Wallace G. Thatcher, late of Union Township, Crawford County, Pa., deceased,

vs.

✓ Clyde W. Pierce

Issued Dec. 7, 1921.

| | | # |
|---|---|---|
| Tax twrit (paid) | | 2.00 |
| Shff. Snodgrass | ✓ | 10.10 |
| Pro. Greeley | ✓ | 10.75 |
| Jury-fee | ✓ | 4.00 |
| Atty. | | 3.00 |
| Appeal – Plff. pd – | ✓ | 3.00 |
| Pro. G. doc. ent. & S.C. | ✓ | 1.25 |
| Supreme Court Costs: Atty | | 3.00 |
| " " " Plff. | | 12.00 |
| Pro. Greeley since appeal | ✓ | 5.25 |
| Jury-fee | ✓ | 4.00 |
| Atty | ✓ | 3.00 |
| Deffts. Bills of Costs | | 361.65 |

Capias ad respondendum in an action of Trespass, Returnable to the first Monday of January next. Bail required in the sum of #1000.00.

Dec. 7, 1921 Affidavit to hold to bail filed.

Now, Dec. 7, 1921, upon presentation of the within motion, bail in the above case is fixed at #1,000.00. (See paper filed) Per curiam.

Dec. 7, 1921, Plaintiffs statement of claim filed.

Dec. 20, 1921 Thomas & Thomas, Meadville, Pa, and H. J. McAllister, Pittsburgh, Pa., appear for the defendant in the above stated case. (See paper filed)

Writ returned: (a) Dec. 9, 1921, I hereby deputize the Sheriff of Allegheny County to serve this writ. James A. Snodgrass, Sheriff. (b) N. B. & B. B.

So answers Wm S. Haddock, Sheriff of Allegheny County, Pa

January 2, 1922, Bail bond of Clyde W. Pierce, defendant, with H. J. McAllister as surety, dated Dec. 14, 1921, in the sum of #1,000.00, returned with the writ and filed.

Feb. 18, 1922, Affidavit of defense filed.

On Trial List for 1st Monday of March, 1922, No. 13

Feby 27, 1922 Continued by consent.

On Fall Trial List, No. 3.

And now, December 4, 1922, Jury selected and sworn as follows: 1. Harry Brawley, 2. George O. Smith, 3 Mrs. Bertha McCullough, 4 Willis Smith, 5 Mrs. Mary Eastwood, 6 Linus Weir, 7 Frank Beifle, 8 Mrs. Nellie Harrison, 9 Mrs. Henrietta Wilson, 10 Ray Holmes, 11 J. B. Laird, 12 George Smith: twelve good and lawful persons, who upon their solemn oaths which they have taken say Dec. 7, 1922, they find for the defendant. J. P. 109.

Dec. 6, 1922, Plaintiffs and defendants points filed.

On motion of plaintiff: And now, Dec. 8, 1922, upon presentation of the within motion, a rule to show cause why a new trial should not be awarded is granted; and the Stenographer is ordered and directed to transcribe the notes of testimony and file the same so as to become a part of the record. (Signed) Thos. J. Brather, P.J.

Feb. 15, 1923, Testimony taken by Stenographer & Charge of the Court filed.

On Argt. List for Feb. Tr. 1923, No. 1. Feb. 26, 1923, Argued C.A.V.

Now, January 7, 1924, rule for new trial is discharged, and judgment directed to be entered for defendant for costs upon payment of the proper jury fee. Per Curiam.

(See opinion of Court filed)

Albert L. Thomas
34

Feby 9 1922 Rec'd of Pff by atty Eight + 75/100 dollars Shff + Pros. costs
V. L. Greley Pro

Feb 10th 1922 Rec'd one Dollar forty cents

Jas A. Snodgrass Ex Shff
Feby 21-22 Rec'd from atty Albert Thomas Twelve dollars ballance due on This
James A. Snodgrass Ex Shff

Genevieve Holley
vs.
Walter Holley
Issued Dec 7, 1921.

| | | |
|---|---|---|
| Tax + writ (Atty pd) | | 2.00 |
| Shff. Snodgrass, (Atty. paid by Shff) | | 13.40 |
| Master | Dep to paid | 25.00 |
| Pro Greley | Pd | 7.35 |
| atty | | 3.00 |

Subpoena in Divorce; Returnable to first Monday of February next

And now, Dec. 7, 1921, subpoena awarded, Returnable to First Monday of February next.

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

Subpoena returned: Served the within subpoena in Divorce on the 14th day of Dec. 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 [of J. A. Kimmel, Special Deputy] as above.

So answers James A. Snodgrass, Sheriff.

Now, Feb. 6, 1922, Jeff. E. Bossard is hereby appointed Master.

Thos. J. Prather, J.

Feby 17 1922 Testimony on part of Libellant and Report of Master filed.

On Argument List for Feb. Term, 1922, No. 36.

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 Genevieve Holley be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Genevieve Holley the libellant, and the said Walter Holley 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, 1922

35

F. L. Vernier
vs
L. A. Lippert
Entered Dec. 8, 1921
Pro. Speeley (paid) # 225

Of No. 52 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 One hundred seventy-nine and 17/100 Dollars, being the amount of debt, interest and costs now due on the original judgment.

Debt # 179.17
Int. from Dec. 20, 1921
Judgment.
W. L. Speeley, Prothy.

L page 134.

# FEBRUARY TERM, 1922

| | | |
|---|---|---|
| 36 | Petition for Appointment of an Auditor to Audit the accounts and dockets of the Prothonotary, Register and Recorder, and Clerk of the Courts, for the fiscal year 1921. Entered Dec. 8, 1921. | Order of Court. And now, December 8, 1921, upon presentation of the within petition and on due consideration thereof, Thos. F. Wharton, Esq., is hereby appointed Auditor as prayed for. Per Curiam. (Signed) Thos. J. Grather, President Judge. |
| | Pro. Greeley 2.00 | March 27 1922 Auditors Report filed in Open Court. |

# FEBRUARY TERM, 1922

37

Petition of Charles A. Schwartz and Elva M. Schwartz, his wife for the Adoption of William Ray McKinley, minor child of Verda F. McKinley and Mayme McKinley, his wife, as their child and heir. Entered Dec. 7 1921. Pro. Speeley (paid) $3.00

Dec. 7, 1921, Petition, with supporting affidavits, and consent of father of child, annexed, presented in open Court.

Decree. And now December 7, 1921, upon petition of the foregoing petition and statements, and it appearing to the Court thereby that the welfare of the said minor child will be promoted by such adoption, and that the father has given his consent thereto, and that the mother is divorced from said father, the prayer of the petition is granted. And it is ordered and decreed that the said William Ray McKinley shall assume the name William Ray Schwartz, and henceforth have all the rights of a child and heir of said Charles A. Schwartz and Elva M. Schwartz, and be subjected to the duties of such child.

By the Court

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

Dec. 10, 1921, Certified copy of decree issued.

38

J. B. Stevenson, now use of Charlotte Stevenson

vs.

R. R. Courtney

Entered Dec. 14, 1921

Pro. Greeley (plffs) # 2.25

Of No. 96 February Term, 1922.

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 Dollars, with interest from Sept. 1, 1921, being the amount of debt, interest and costs now due on the original judgment.

Debt # 450.00

Int. from Sept. 1, 1921.

Judgment

V. L. Greeley, Prothy.

6-p. 153.

Sept 27, 1923 The above judgment satisfied of record. (See paper filed.)

# FEBRUARY TERM, 1922

Leland J. Culbertson
39

S. E. Bozzard, Atty for
James B. Askey, Dec 31 1921
V. L. Greeley Pro

April 22 1922 Reed
of Peffs atty
Twenty one and 30/100
Dollars costs in this case
V. L. Greeley Pro

April 22 1922 Reed
of Pro Greeley Twelve
and 30/100 Dollars
in my costs
Jas A Snodgrass
Paid .85 cts for tax cert +
By Jr.
Leland J. Culbertson

John Laird Bell
vs.
Albert Foote, Mortgagor,
Nancy F. Mondereau,
Executrix of the last
will and testament of
Isaac Mondereau, decd,
Nancy F. Mondereau, widow,
Harvey Mondereau, Leroy
Mondereau, Pearl Mondereau
First, Nancy F. Mondereau,
Guardian of Lorena Mon-
dereau, former owners, and
John B. Askey, real owner
and terre tenant.
Issued Dec. 15, 1921.

| | # |
|---|---|
| Tax & writ (Atty paid) | 2.25 |
| Rec Miller | .50 |
| Shff Snodgrass | 12.30 |
| Pro. Greeley | 3.25 |
| atty | 3.00 |

Scire Facias sur Mortgage recorded in Mortgage Book Volume 84, page 307. Returnable to first Monday of January, 1922.

Dec. 15, 1921. Affidavit as to title to land filed.

Dec. 31, 1921. Affidavit of defense of James B Askey, filed. Service of same accepted by Plaintiff attorney.

Dec. 31, 1921. Affidavit of defense on part of Nancy F. Mondereau, Executrix, ets al, filed.

Writ returned: Dec 15, 1921, served this writ upon the following, by handing a true and attested copy to each personally, Nancy F. Mondereau, Executrix, Nancy F. Mondereau, widow, Harvey Mondereau, Leroy Mondereau, Nancy F. Mondereau, Guardian of Lorena Mondereau, and John B. Askey, also, by informing each of the contents thereof. Dec. 16, 1921, By handing personally to Pearl Mondereau First a true and attested copy thereof. January 2, 1922, as to Albert Foote, I make return of "Nihil habet."

So answers, James A. Snodgrass, Sheriff.

Jan. 23, 1922, Plaintiffs demurrer to defense of James B. Askey, filed.

On Argt. List for Feb. Term, 1922, No. 5. Feb. 28, 1922. Argued by S.E.B.

And now, March 27, 1922, On motion in open Court, leave granted plaintiff to withdraw the demurrer filed in this case, and to file answer nunc pro tunc. Per curiam. (See paper filed)

March 29, 1922, Plaintiffs answer filed.

April 22 1922 The above case settled and discontinued of record

Leland J. Culbertson Atty. for
Plaintiff John Laird Bell.

# FEBRUARY TERM, 1922

Otto Kohler for Mary Helms, petr
Albert L. Thomas
vs
Thomas & Thomas

Jan 12 1922 Rec'd of Deft Four Dollars Jury Fee. V. L. Greeley Pro

John Brickler
vs
John L. McCafferty
Administrator c.t.a. of
Dollie Reed, deceased.
Entered Dec. 16, 1921.

| | |
|---|---|
| Tax Fentry (Plff. pd) | $ 2.00 |
| Pro. Speeley | 5.25 |
| Jury fee | 4.00 |
| Atty | 3.00 |
| Pro. Speeley, since | 2.50 |

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

Dec. 16, 1921, Affidavit that Plff's claim exceeds $300.00, filed.

And now, Dec. 16, 1921, Thomas & Thomas appear for deft., and waive the issuing of a summons, and accept service of same, with the same force and effect as if said summons had been duly and regularly issued and served by the Sheriff of Crawford County. (See praecipe)

Dec. 16, 1921, Plaintiff's statement of claim filed.

Dec. 16, 1921, Affidavit of defense filed.

On Trial List for 1st Monday of Jan. 1922, No. 17

And now, January 3, 1922, Jury called and sworn as follows: 1, Charles O'Daniels, 2 Louis Leib, 3 Lant Dunn, 4 George Wagner, 5 Eugene Bonner, 6 Earl Garwood, 7 J. R. Bolton, 8 George Brunot, 9 B. B. Strayer, 10 B. J. Brooks, 11 Newton L. Leonhart, 12 Arthur Johnson: twelve good and lawful men, who upon their solemn oaths which they have taken, say Jan. 4, 1922, they find for the plaintiff John Brickler for the sum of Seven thousand six hundred and twenty Dollars.

Mcp. 129, R. p. 169 #.

Debt $7620.00
Int. from Jan. 4, 1922.

R. p. 169; Mc p. 129. Judgment on Verdict, Jan. 12, 1922
V. L. Greeley Pro Thy

July 3, 1922, Petition of Mary Helms, sister of Dollie Reed, decd, to open verdict and judgment and let her into a defense, - filed in open Court.

On Argument List for Sept. Term, 1922, No. 12 "Contd."

On Argument List for Nov. Term, 1922, No. 4.

Nov. 28, 1922, Rule to show cause granted. Per Curiam (See petition of July 3rd)

Jan. 5, 1923. Answer of John Brickler, Plff, filed

And now, January 8, 1923. Upon petition of plaintiff presented in open Court, rule to show cause granted why Mary Helms should not enter security for costs, returnable to first Monday of Feby, 1923. (See paper filed)

Per Curiam.

On Arg't. List for Feb. Term, 1923, No. 10

Feb 28, 1923. After argument, rule to open judgment discharged. Per Curiam.

# FEBRUARY A. TERM, 1922

Atty Kohler for Mary Helms, Petitioner.

Albert L. Thomas

vs.

Thomas & Thomas

Jan 12 1922 Recd of Jeff Four Dollars being Jury fee
V. L. Greeley, Pro

Eddie Brickler, otherwise known as Eddie Reed,

vs.

John L. McCafferty, Administrator C.T.A. of Dollie Reed, decd

Entered Dec. 16, 1921.

| | # |
|---|---|
| Jas Gentry (Cliff pd) | 2.00 |
| Pro. Greeley, | 5.25 |
| Jury fee | 4.00 |
| Atty | 3.00 |
| Pro. Greeley since | 2.50 |

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

Dec. 16, 1921, Affidavit that Plaintiffs claim exceeds $300.00 filed

And now, Dec. 16, 1921, Thomas & Thomas appear for the defendant in the above stated case, and waive the issuing of a summons therein, and accept service of same, with the same force and effect as if said summons had been duly and regularly issued and served by the Sheriff of Crawford County. (See praecipe.)

Dec. 16, 1921, Plaintiffs statement of claim filed.

Dec. 16, 1921, Affidavit of defense filed.

On Trial List for 1st Monday of Jan. 1922, No. 18

And now, January 3, 1922 Jury called and sworn as follows: 1 Charles O'Daniels, 2 Louis Leib, 3 Lark Dunn, 4 George Wagner, 5 Eugene Conner, 6 Earl Garwood, 7 J. R. Bolton, 8 George Brunot, 9 C. C. Strayer, 10 C. J. Brooks, 11 Newton L. Leonhart, 12 Arthur Johnson: twelve good and lawful men, who upon their solemn men who upon their solemn oaths which they have taken say Jan. 4, 1922, they find for the plaintiff Eddie Brickler, otherwise known as Eddie Reed, for the sum of Three thousand Dollars. Mc page 129; R. p. 169.

Debt $3000.00

Int. from Jan. 4, 1922

Rp. 169; Mc p. 129. Judgment on Verdict Jan. 12, 1922

V. L. Greeley. Prothy.

July 3, 1922, Petition of Mary Helms, sister of Dollie Reed, deceased to open verdict and judgment and let her into a defense - presented in open Court and filed.

On Argument List for Sept. Term, 1922, No. 13. "Contd"

On Argument List for Nov. Term, 1922, No. 5.

Nov. 28, 1922, Rule to Show cause granted. Per Curiam. (See petition of July 3, 1922)

Jany 5, 1923. Answer of Eddie Reed, plaintiff, filed.

And now, January 8, 1923, Upon presentation of petition of plaintiff in open Court, rule to show cause is granted why Mary Helms should not enter security for costs; returnable to first Monday of February, 1923. (See paper filed) Per Curiam.

On Arg. List for Feb. Term, 1923. No. 9.

Feb. 28, 1923. After argument, rule to open judgment discharged. Per Curiam

# FEBRUARY TERM, 1922

| | | |
|---|---|---|
| Roy S. Peters<br>42 | Mrs. Anna Taylor<br>vs<br>W. E. Seeley<br>Issued Dec 19, 1922<br><br>Jno Greeley (attys fee) 2.00<br>Shff Snodgrass 1.00<br>Shff Leutshall 1.60 | Of No 210 November Term, 1916<br>Scire Facias to revive and continue the lien of above judgment.<br>Returnable to next term<br>Writ rcvd: Jan 2, 1922, Return this writ over to my successor in office.<br>So answers James A. Snodgrass, Shff.<br>And now, Feb. 13, 1922, Nihil habet as to W. E. Seeley, as he is not found in my bailiwick.<br>So answers H. B. Leutshall, Sheriff. |

# FEBRUARY TERM, 1922

| | | | |
|---|---|---|---|
| Leland J. Culbertson<br>43 | ✓ Ella S. McBride<br>vs<br>✓ Elizabeth McBride<br>and Casper McBride<br>Entered Dec. 19, 1921. | | "Amicable Action of Ejectment for two pieces of land in Summerhill Township containing 37 and 10 acres respectively, and for one piece of land in Spring Township containing 27½ acres.<br>Dec. 19, 1921. Amicable Action, Confession of judgment, affidavit, & copy of Article of Agreement, filed.<br>And now, December 19, 1921, Leland J. Culbertson, Esq., appears for the defendants, Elizabeth McBride and Casper McBride, and by virtue of the warrant of attorney contained in the agreement hereto attached, confesses judgment against them and in favor of Ella S. McBride, for the demised premises heretofore mentioned in the above and foregoing description of lands situate in Summerhill and Spring Township, Crawford County, Penna., and being the lands and premises demised or let and occupied by said defendants since April 1, 1920, under the agreement with plaintiff. Upon which judgment [a writ] of Habere Facias Possessionem may be issued immediately, with clause of Fi. Fa. for costs of suit; waiving exemption, etc".<br>Judgment<br>Mc pages 129 & 62. W. L. Greeley, Prothy.<br>Hab. Fac. Poss. with clause of Fi. Fa. for costs to No. 30 Feb. Term, 1922 |
| | | Jay & Pro. Fs. (Atty paid) 3.00<br>Atty. 3.00 | |

# FEBRUARY TERM, 1922

| | | |
|---|---|---|
| J. Berry Eckels | George A. Sheldon and Frank D. Sheldon, co-partners trading as Sheldon Brothers<br>vs<br>Tri-State Music Company, a corporation<br>Issued Dec 21, 1921<br><br>Tax & writ (atty pd) 2.00<br>Shff. Snodgrass 7.40 | Summons in Assumpsit<br>Returnable to next term<br>Writ returned: Dec. 24, 1921, served the within Summons by handing personally a true and attested copy to S. G. Lopey, Treasurer of the above named Tri-State Music Company. So answers<br>James A. Snodgrass, Sheriff |

44

# FEBRUARY TERM, 1922

Otto Kohler
45
Thomas & Thomas
12-28-21 V.L.G.
Wesley R. Best

Jan. 10, 1923 Received from Otto Kohler, Esq $2.60, being costs of Shff Snodgrass vs Greeley, Pro.

Jan 20-1923
Rec'd of Pro Greeley two dollars sixty cents in full of costs
Jas A. Snodgrass

Lightolier Company
vs.
Harley D. Carpenter
Issued Dec. 23, 1921.

| | |
|---|---|
| Tax & writ (Atty pd) | $ 2.00 |
| Shff Snodgrass | 2.60 |
| Pro. Greeley (pd 1/10/23) | 2.00 |

Summons in Assumpsit, Returnable to First Monday of January next.
Writ rec'd: Dec. 23, 1921, served the within writ by handing personally a true and attested copy thereof to the within named Harley D. Carpenter.
So answers James A. Snodgrass, Sheriff.
Aug. 7, 1922, Statement of Claim filed. Service accepted by Depts. atty.
Aug. 19, 1922. Affidavit of defense filed.
On Trial List for 2nd Mon. in Jan. 1923. No. 1
January 8, 1923. On motion in open Court, leave granted Thomas & Thomas to withdraw their appearance for defendant.
(See paper filed) Per Curiam.

Now. Jan. 10. 1923, this case settled.
Otto Kohler
Atty for Pltff.

# FEBRUARY TERM, 1922

Thomas & Thomas
#6
O. Clare Kent

Aug 30 1922 Rec'd of Plff by atty Eleven and 95/100 Dollars Shff & Proctrs costs
V. L. Greely Pro

Sept 19-1922
Rec'd of Pro Greely my costs in full
Fees
Jas A. Snodgrass

✓ N. W. Hotchkiss
vs
✓ Lavina Hotchkiss
Issued, Dec 27, 1921

| | | |
|---|---|---|
| Tax & writ (pd by Plff) | | 2.00 |
| Shff Snodgrass, | | 2.60 |
| Pro. Greely | pd | 9.35 |
| Master Fred Kiebort | pd | 25.00 |
| Atty | | 3.00 |
| Sten | paid | 10.00 |

Subpoena in Divorce; returnable to first Monday of February next

And now, Dec 27, 1921, subpoena awarded; Returnable First Monday of February next.

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

Subpoena returned: Served the within subpoena in divorce on the respondent personally, on 29th day of December, 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.

Feb. 2, 1922, O. Clare Kent, Esq., appears for respondent. (See paper filed)

Order and Decree:- And now, Feb. 6, 1922, upon presentation of the foregoing affidavit and after due consideration thereof, on motion of O. Clare Kent, respondent's attorney, a rule is hereby granted on the libellant to show cause why an order should not be made for alimony pendente lite and for counsel fees. Returnable to the 4th Monday of Feb. next. (See paper filed)

Per Curiam.

Feb. 8, 1922, Libellant's answer to respondent's motion for alimony and counsel fees, filed.

On Argument List for Feb. Term, 1922 No. 8.

Feb. 28, 1922 Upon hearing, N. W. Hotchkiss libellant is directed to pay O. Clare Kent, Esq., as attorney for respondent, Fifty Dollars as counsel fees in the preparation of her defense, without prejudice to renew this application for further order as to necessary fees and costs in maintaining her defense, proceedings stayed in the meantime. Per Curiam.

And now, April 29, 1922 comes the respondent by her attorney, and enters a rule on libellant to furnish a Bill of Particulars in this case within thirty days after service of notice hereof, setting forth specifically the cruel and barbarous treatment and indignities to the person complained of, with the times and places of the occurrences thereof, or judgment of non-pros, see leg. (See Rule Doc 12, page 568)

Same day, Rule issued, and Service accepted by Attys. for libellant

May 8, 1922, Libellants Bill of Particulars filed.

And now, May 8, 1922, Fred B. Kiebort, Esq., is hereby appointed Master in this case. By Hon. Thos. J. Brother, P.J. (See paper filed May 9, 1922)

May 9, 1922. Commission issued.

Aug. 12, 1922, Respondents answer to the Libel in this case, and demand for jury trial, filed.

Sept. 5, 1922 Report of Master approved by the Court and filed

—Record continued on page 590—

# FEBRUARY TERM, 1922

Wesley B. Best
47

Feb. 10, 1922, Received from libellant per atty, 11.15, being Shffs. and Pros. Costs.
W. L. Greeley, Pro.

Feby-18-22 Recd 3 Prs Greeley Three Hundred Eighty dollars Jas A Snodgrass

Samuel Earl Stainbrook
vs
Edna Lavine Stainbrook
Issued Dec. 29, 1921

| | |
|---|---|
| Tax & writ (atty pd) # | 2.00 |
| Shff. Snodgrass, " | 3.80 |
| Don'd Thompson, Master | 25.00 |
| Pro. Greeley | 7.35 |
| Atty | 3.00 |

Subpoena in Divorce, Returnable to First Monday of February nett.
And now Dec. 29, 1921 subpoena awarded.
(Signed) Thos. J. Prather P.J.
Subpoena returned: Served the within subpoena in divorce on the respondent personally, on the 31st day of December, 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, Feb. 6, 1922, Donald C. Thompson is appointed Master. Thos. J. Prather, J.
Com issued
Feby 11 1922 Testimony and Report of Master filed
On Argument List for Feby Term, 1922, No. 3.
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 Samuel Earl Stainbrook be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him the said Samuel Earl Stainbrook the libellant, and the said Edna Carine Stainbrook, 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

Albert L. Thomas, 1st & 2nd

J. Robbins & Son

vs.

Jean Thoerle and Martin Muck, doing business as Thoerle & Muck.

Entered Dec. 29, 1921

| | |
|---|---|
| Tax + entry (pd by Pltf) | 1.50 |
| Costs on Tax (pd by Pltf) | 35.00 |
| Pro. Speley | 6.75 |
| Comm. | ~~25.00~~ |
| Pro. Sh. for County, | 5.75 |
| Jury Fee | 4.00 |
| Atty | 3.00 |
| Sat | .25 |

Appeal by defendant Jean Thoerle from Judgment of James D. Roberts, Esq. Alderman.

On Trial List for 1st Monday of Mch. 1922, No. 12

Feb. 27, 1922, Depositions appointed plaintiff

March 10, 1922 Continued by consent

On Fall Trial List, 1922, No. 23

Dec. 13, 1922, Continued by consent.

On Trial List for 2nd Mon. of Jan. 1923, No. 20

"Improperly on list." Per Curiam

Feb. 26, 1923. Statement of Claim filed Service of same accepted by defts atty.

April 12, 1923 Affidavit of defense filed. Service accepted by Pltfs. Atty.

On Trial List for 4th Monday of Oct. 1922 No. 16

Oct. 1923. Continued by consent.

On Trial List for 1st Monday of Jan. 1924, No. 15.

Jan. 7, 1924 Continued by Consent.

On Trial List for 1st Mon. Mch. 1924, No. 3.

March 3, 1924, Continued by consent.

On Trial List for 1st Monday of March, 1925, No. 16

March 6, 1925, Advanced to No. 1, Monday, March 9th, by consent of counsel. Per Curiam.

And now, March 9, 1925 Jury called and sworn as follows:— 1- William Yunker, 2- J. B. Harter, 3- Mrs. Nannie Liggett, 4- Geo. Reitze, 5- John Pickernell, 6- Mack J. Davison, 7- Robert Wheeling, 8- Carrie McKinney, 9- Mrs. Rosetta Traupe, 10- George Waite, 11 Florence Eddy, 12- Mrs. Belle Van Slyke; twelve good and lawful persons, who upon their solemn oaths which they have taken, say, March 10, 1925, they find for the defendant. Finn p. 155

And now, March 11, 1925, general exceptions by plaintiff were allowed nunc pro tunc as of March 9, 1925. Per Curiam. (See paper filed)

March 11, 1925, Motion by Pltfs for a new trial filed, and rule to show cause granted with leave to file additional reasons at any time before argument. Per Curiam. (See paper filed)

And now March 11, 1925, Order granted on Stenographer to transcribe notes of testimony in this case. Per Curiam. (See paper filed)

On Appt. List for May Term, 1925, No. 12.

And now, Aug. 3, 1925, rule for new trial is discharged (See opinion filed)

Per Curiam

| | | |
|---|---|---|
| A. G. Richmond<br>49 | The City of Meadville<br>vs.<br>Maggie Douglass,<br>Owner or reputed Owner<br>Issued Dec 31, 1921<br><br>Tax writ 2.25<br>Eff. on lien 1.25<br>Shff. Kutshall 2.60 | Of No. 7 February Term, 1918, Tax Lien Doc.<br>Scire Facias sur Municipal Lien filed Dec 29, 1917, and entered in Tax Lien Docket No. 1, page 316,<br>Returnable sec. leg.<br>Writ returned: Served the within writ on the within named Maggie Douglass, at 741 Sidler Alley, in the City of Meadville, Pa., on Jan. 5, 1922, by handing to her a true and attested copy of the within writ, and making contents of same known to her.<br>So answers, A. B. Kutshall, Sheriff.<br>Lien satisfied Jan. 5, 1923. (See Tax Lien Doc) |

# FEBRUARY TERM, 1922

Otto Kohler
50

Albertha Vosburg
vs.
Robert Vosburg
Issued Janry 2, 1922

| | | |
|---|---|---|
| Tax & writ (Atty pd) | # | 2.00 |
| Shff Brown (paid) | | 2.65 |
| A.D. Andrews Master | paid | 25.00 |
| Pro Gruley 2 | 20-22 paid | 7.35 |
| Atty | | 3.00 |

Subpoena in Divorce; Returnable to first Monday of February next.

And now Jan 2, 1922, subpoena awarded, Returnable to First Monday of February next.

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

Subpoena returned. "Subpoenaed the within named respondent, Robert Vosburg, Jan. 10, 1912, at 334 Ross St., Erie, Pa., by handing to him a true and attested copy of this writ and making known contents thereof to him personally.

So answers Wm. D. Brown,
Sheriff of Erie County, Pa.

(See also, affidavit of Sheriff on writ)

Feb. 6, 1922. On presentation of within motion, A. D. Andrews is hereby appointed Master in this case.

Dom. issued. Thos. J. Prather, J.

Feby 17 1922 Testimony and report of Master filed.

On Argument List for Feb. Term, 1922, No. 38.

March 20, 1922. After due consideration, a divorce is decreed as prayed, and at cost of respondent.

Per Curiam.

Decree:- And now, towit, 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 Albertha Vosburg be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Albertha Vosburg the libellant, and the said Robert Vosburg, 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 Schuler

51

Petition of George Laver for appointment of a Guardian of Jacob Laver aged 83 years, of Union Tp
Entered Jany 2, 1922

Pro. Greeley, 2-16-22 # paid 5.00
Pro G on acct 3.00
Adv acct 3.00

Jan. 2, 1922 Petition presented in open Court and filed. L. p. 148.

And now, Jan. 2, 1922, upon hearing of the within petition, a rule is granted upon Jacob Laver to show cause why he should not be adjudged a person of weak mind and unable to care for his property, returnable to the 6th day of Feb., 1922 at 1:30 P. M.; 10 days notice to be given to Jacob Laver, and all persons interested within the jurisdiction of the Court, notice to be given to Lora Yarletts by registered letter at Sharpsville, Pa. Per Curiam.
(See paper filed)

Feb. 6, 1922 Proof of notice to respondent and next of kin filed.

Finding and Decree of Court.

And now Feb. 6, 1922, 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 Jacob Laver has become and now is a person of weak mind, and is in danger of wasting and dissipating his 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, who was personally present in Court at said hearing. It is hereby ordered, adjudged and decreed, that said Jacob Laver has become and is a person of weak mind, unable to care for himself and his estate, and is in need of a guardian. Wherefore upon motion of John Schuler Esq. Jar petitioner, the Court hereby appoints George C. Reitze of Meadville, Penna, this county, to be his Guardian as prayed for, and to enter into a bond with sufficient surety, to be approved by the Court, in the sum of Three Thousand Dollars, conditioned according to law, said Bond to be approved and filed before entering into the performance of his duties of such Guardian.
(See paper filed) Thos. J. Prather. J.

Feb. 7, 1922, Bond of George C. Reitze, in the sum of Three Thousand Dollars, with John Ernst, and Geo. Laver as sureties, approved by the Court and filed.

July 9 1923 Reed of Guardian Six dollars Invest + adv acct
V. L. Greeley Pro

July 9 1923 Final account of Geo C. Reitze Guardian filed showing no balance due Estate and notice issued to Tribune Pub Co that final account will be confirmed finally on First Monday of August next

Reed payment of Pro Greeley Tribune Pub Co

# FEBRUARY TERM, 1922

| | | |
|---|---|---|
| O. Blare Kent<br><br>52 | Petition of Blaine S. Book and Eva E. Book his wife, for adoption of Pauline E. Lawyer, as their child and heir<br>Entered Jan. 2, 1922<br>Pro. Greeley (Paid by Petro Jan 6 1922) # 3.00 | Jan. 2, 1922 Petition, with consent of George N. Lawyer, father of the child of Directors of the Poor, and of Probation officer annexed, presented in open Court and filed.<br>Decree.<br>And now, January 2, 1922, upon consideration of the foregoing petition, it appearing to the Court that the surviving parent of the said Pauline E. Lawyer and the Directors of the Poor of Crawford County, Pa., have consented to the adoption prayed for, and the Court being satisfied that the welfare of the said Pauline E. Lawyer will be promoted by said adoption, it is, on motion of O. Blare Kent, Esq., pro petitioner, ordered and decreed that the prayer of the petitioners be granted; and that the said Pauline E. Lawyer shall assume the name of said Blaine S. Book and Eva E. Book, and have all the rights of a child and heir of said Blaine S. Book and Eva E. Book, and be subject to the duties of such child. Per Curiam.<br>Same day, certified copy of decree issued. |

53

Petition of H B Buttshall, Sheriff of Crawford County, for approval of appointment of O. N. Palmer as General Deputy Sheriff
Entered Jan. 2, 1922
Pro. Greeley, 1-6-23 # paid 1.50

Order of Court:
And now, January 2, 1922, The Court orders this paper to be filed, and hereby approves of the appointment of O. N. Palmer as Deputy Sheriff, by O. N. Palmer, Sheriff.
Per Curiam
(Signed) Thos. J. Prather, P. J.
Same day, Oath of office taken and filed, and certificate of appointment issued.

Geo Eldred

54

Jan 17 1922 Recd of Piffs by atty Four and 60/100 Dollars Shffs & Postage costs
V. L. Greeley Pro

Jany 17 1922 Recd of Pro Greeley Three and 60/100 Dollars my costs.
H B Kutshall
Sheriff

Ed Blanchard and
Emma Blanchard
vs.
Ira A. Sturgis and
Sadie Sturgis.
Issued Jan 5, 1922.

| | # |
|---|---|
| Jay & writ (paid) | 2.00 |
| Shff. Kutshall | 3.60 |
| Pro G since | 1.00 |

Summons in Assumpsit, Returnable the First Monday of February next.

Writ returned:

The within writ was served on Ira Sturgis and Sadie Sturgis, on Friday January 6, 1922 at 4 P. M. by J. A. Pittman Constable of the Borough of Centreville, Pa.

So answers
H B Kutshall, Sheriff.

Jany 17, 1922, This suit discontinued, settled and ended. (See paper filed)

# FEBRUARY TERM, 1922

| | | |
|---|---|---|
| Otto Kohler<br>55 | Mary E. Snodgrass<br>vs<br>James A. Snodgrass.<br>Issued Jan. 5, 1922<br>Tax & writ (paid) $ 2.00 | Subpoena in Divorce and for custody of Children, Mildred and Josephine; Returnable to first Monday of February next.<br>And now, January 5, 1922, subpoena awarded, Returnable to first Monday of February next.<br>(Signed) Thos. J. Brather, P. J.<br>And now, January 9, 1922, On motion of libellants attorney, leave granted to discontinue this action and to withdraw libel and writ.<br>By Hon. Thos. J. Brather, P. J.<br>(See paper filed)<br>Jan. 12, 1922. Received from Pros. Greeley papers in this case.<br>Otto Kohler<br>Atty |

56

✓ Venire for the
First
Monday of March
1922
Issued Jan 6, 1922
Geo. Greeley # 1.75

Venire for 50 Traverse Jurors for the Court of Common Pleas to be held the First Monday of March, 1922

And now, March 4, 1922, I, H.B. Gutshall, Sheriff of Crawford County, do hereby certify and make return that I have summoned the fifty 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 March, 1922. So answers H.B. Gutshall, Sheriff

# FEBRUARY TERM, 1922

Thomas & Thomas
vs.
C. Clarkent 3/18/24

57
Otto Astolz for
Meadville Theatres Corp.
Jan. 13, 1922.

S. D. Pearson, trading and doing business as The Pearson Brick Co.
vs.
F. C. Danner, Deft. and Meadville Theatres Corporation, Garnishee
Issued Jany 6, 1922.

| | |
|---|---|
| Tax writ ( | $ 2.50 |
| Shff Leutshall | 3.00 |
| Shff. Leutshall on Int. Rule | 2.60 |

No. 27 February Term, 1922.
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 Meadville Theatres Corporation, and summon them as garnishee.

Writ returned: Served the within writ on the within named Meadville Theatres Corporation, by handing to L. L. Lord, Treasurer of said corporation at his residence 718 North Main Street, City of Meadville, Pa., a true and attested copy of the within writ, on January 7, 1922, and making contents of same known to him. Nihil habet as to F. C. Danner. So answers, H. B. Leutshall, Sheriff.

March 18, 1924 Interrogatories to Garnishee filed.

Same day, Rule on Garnishee to answer interrogatories in fifteen days from the service thereof, or judgment sec. reg. (See paper filed.)

Sheriff's return: "Served the within interrogatories, rule to answer, and notice to Garnishee, on Otto Stolz, attorney, on March 20, 1924, at his office in the Phoenix Block, in the City of Meadville, Pa., by handing to him a true and attested copy thereof, and making contents of same known to him. So answers,
H. B. Leutshall, Shff.

April 3, 1924. Answers to Interrogatories filed.

S. J. Orr

58

Anna M. Billig, use
of L. Blanche Keck
vs.
John Snodgrass,
alias John W. Snodgrass.
Entered Jany 7, 1922.

| | |
|---|---|
| Pro. Greeley | $ 2.25 |
| Atty | 3.00 |

Of No. 86 February Term, 1912
Amicable Scire Facias sur Judgment.

"It is hereby agreed, That the Prothonotary of said Court enter an Amicable Scire Facias to revive and continue the lien of 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 in the sum of Seven hundred ($700) Dollars, with costs of suit, release of errors, without stay of execution, and with waiver of the right of inquisition and exemption laws now passed or hereafter to be passed, together with an attorneys commission of five per cent for the collection thereof."

"Witness our hands and seals this 5th day of January A.D. 1922."

(Signed) John Snodgrass (Seal)
alias John W. Snodgrass (Seal)

Signed, sealed and delivered in
presence of
S. J. Orr
Flora Billig.

(See paper filed)

Debt $ 700.00
Int. from Jany 8, 1922.
Judgment.
W. L. Greeley, Prothy.

In page 196.

Donald b. Thompson
59

Marcellus E. Wheeler
vs.
Oscar Abbott and
Minnie A. Abbott
Entered Jany 7, 1922

Pro. Greeley (paid Jan. 11/22) 2.25
Atty 3.00

Of No. 66 May Term, 1917.

Amicable Scire Facias sur Judgment

It is agreed That the Prothonotary of said Court after 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 Thirteen Hundred Thirty-six and 46/100 Dollars, being the amount of debt, interest and costs now due on the original judgment.

Dated Jan. 4, 1922

Debt # 1336.46
Interest from Oct. 1, 1921
Judgment
V. L. Greeley, Pro

A. fpp. 49 + 83

May 17 1926 The above judgment satisfied of record See paper filed

Received May 17, 1926, my docket fee Three Dollars
Otto Kohler (No. 173 May Term, 1912)

Paid docket fee on this case - 5? Feby. 1922.
Donald C. Thompson
Atty.

# FEBRUARY TERM, 1922

C. Victor Johnson
60

J. A. Northam for
Frank A. Boswell
Attorney for Garnishee New First
National Bank

Feb. 2, 1922
Rec'd of Pro. Greeley $10.00
my fee as atty for Frank A.
Boswell.
J. A. Northam

Feby 3 1922 Rec'd
of Pro Greeley Four
Dollars Sheriff's Pro's Costs
V. L. Greeley Pro

Feby 3 1922 Rec'd
of Pro Greeley Four
Dollars my costs
A. B. Kutshall
Sheriff

A. M. Dickson
vs.
Harry F. Miller, Deft.
and Frank A. Boswell,
New First National Bank
of Meadville, Garnishees
Issued January 7, 1922

| | # |
|---|---|
| Tax & writ | 2.50 |
| Shff. Kutshall | 4.00 |
| Pro's | .50 |

Of No. 212 November Term, 1921.
Attachment Execution
Returnable to the 2d Monday of February, 1922.

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 Frank A. Boswell and of New First National Bank of Meadville, at Meadville, Pennsylvania; and especially in the hands of said New First National Bank of Meadville all moneys howsoever the same may be deposited and held by said bank, whether in the name of Harry F. Miller, Harry F. Miller, Register and Recorder, Harry F. Miller, Recorder, or Harry F. Miller, Register of Wills, and to summon them as Garnishees.

Writ returned: Served the within writ on the within named Harry F. Miller, defendant, on January 13, 1922, at 360 Centre Street, City of Meadville, Pa., by handing to him a true and attested copy of the within writ, and making contents of same known to him. Also, served the within writ on Frank A. Boswell on Jan. 7, 1922, at the Recorder's office in the Court-house, City of Meadville, Pa., by handing him a true and attested copy of the within writ, and making contents of same known to him. Also, served the within writ on the within named New First National Bank of Meadville, Pa., by handing to M. A. Hirsch, cashier of said Bank on January 7, 1922, a true and attested copy of the within writ, and making contents of same known to him. So answers, A. B. Kutshall, Sheriff

Jan. 19, 1922, Interrogatories to Garnishees filed.

And now, to wit, Jan. 19, 1922, Rule granted upon Garnishees to answer interrogatories within 10 days, or judgment see reg. (See paper filed) Same day, Certified copies of interrogatories & Rule issued.

Jan 31, 1922, Answers of New First National Bank of Meadville, Garnishee to interrogatories, filed.

Feb. 1, 1922, Answers of Frank A. Boswell, Garnishee, to interrogatories, filed.

61

E. W. Prather, Administrator of the estate of B. M. Prather, decd,
vs.
G. J. Bruce
Entered Janu 7, 1922
Pro. Greeley (Judy Dft) 225

Of No. 235 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 the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Six hundred fifty-three and 83/100 Dollars, being the amount of debt, interest and costs now due on the original judgment

Debt #65382
Ink from Jan. 9, 1922
Judgment
To L. Greeley, Prothy

Bu p. 84

For value received, I hereby sell, assign, transfer and set over to E. W. Prather, of Troy Township, Crawford County, Penna, his heirs, executors, administrators and assigns the above judgment, interest and costs, and authorize him to collect all moneys due or to become due on the same.

Witness my hand and seal, this 26th day of May, 1925
E. W. Prather Admr (Seal)
Estate of B. M. Prather decd.

Jan 6 1927 The above Judgment satisfied of record. (See paper filed.)

# FEBRUARY TERM, 1922

| | | |
|---|---|---|
| J. Berry Eckels<br><br>vs.<br><br>62. | Petition of Louise Shample, for appointment of a Guardian for her husband Jacob Shample of Beaver Township<br>Entered Jan. 9, 1922.<br><br>Pro. Speeley $3.00<br>Pro Grelly Since $1.00 | Jan. 9, 1922, Petition presented in open Court and filed. Sh. page 186.<br>Now, Jan. 9, 1922, Upon presentation of the foregoing petition in open Court, and after due consideration of the same, it is ordered and decreed, that a hearing be had on the 6th day of February, 1922, at 10 o'clock A.M., and that ten days written notice thereof be given to said Jacob Shample and to his said children, Marie Lyman and Louise Shample. Per Curiam.<br>(See petition)<br>July 18, 1922. Petition of Louise Shample to discontinue this proceeding, presented at Chambers and filed.<br>And now, July 18, 1922, upon presentation of the within petition and due consideration of same, the prayer of the petition is granted, and leave is granted the petitioner to withdraw the petition in the above entitled proceeding, and to discontinue said proceeding.<br>(See paper filed) (Signed) Thos. J. Grather, P.J. |

63

✓Ella A. Glenn
vs
✓Rebecca F. Quay
Entered Jany 9, 1922.
Pro. Greeley (paid by Dep) # 2.25

Of No. 26 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 One thousand Dollars, with interest from July 10, 1918, being the amount now due on the original judgment. Dated, January 5, 1922
Debt # 1,000.00
Int. from July 10, 1918.
Judgment
P. L. Greeley, Prothy

2.p.70.

# FEBRUARY TERM, 1922

J. E. Bossard
Est

May 13 1922 Recd of Pff by atty Nineteen and 55/100 Dollars Sheriff & Proctors costs
H. L. Greeley Pro

May 13 1922 Recd of Pro Greeley Nine and 70/100 Dollars my costs
H B Leitshall
Sheriff

Roy D. Landry
vs.
Anna Landry
Issued Jan. 9, 1922.

| | | |
|---|---|---|
| Tax & writ | 1-12-22 # | |
| Atty paid | | 2.00 |
| Shff. Leitshall | | 1.60 |
| Shff Leitshall mailes | | 1.85 |
| Shff Leitshall on proc | | 6.25 |
| J. Culbertson, Master Paid | | 25.00 |
| Pro. Greeley | | 9.85 |
| Atty | | 3.00 |

Subpoena in Divorce.
Returnable to next term.
And now, Jan. 9, 1922, subpoena awarded Returnable to Feb. Term, 1922.
(Signed) Thos. J. Grather, P. J.
Subpoena returned: Now, Feb. 13, 1922, the within named respondent, Anna Landry not found in my bailiwick.
So answers H. B. Leitshall, Sheriff.
Feby 25 1922 Alias subpoena in divorce issued returnable to first Monday of April next.
Alias Subpoena in divorce rtd: April 3, 1922, The within named respondent, Anna Landry, is not found in my bailiwick.
So answers H. B. Leitshall, Shff.
April 5, 1922, Order issued for publication of Sheriffs proclamation, returnable to next term

And now, May 8, 1922 Made proclamation in the above 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 H. B. Leitshall, Sheriff.
And now, May 8, 1922 J. Culbertson, Esq. is appointed Master in this case. By Hon. Thos. J. Grather, P. J. (See paper filed)
Same day, Commission issued.
May 13 1922 Testimony and report of Master filed.
On Argument List for May Term, 1922, No. 23
June 15, 1922, After due consideration, a divorce is decreed as prayed. Per Curiam.

And now, to-wit June 15 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 Roy D. Landry be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him the said Roy D. Landry the libellant and the said Anna Landry, 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, 1922

| | | |
|---|---|---|
| Arthur L Bates<br><br>65<br><br>John O. McClintock & Walter J. McClintock for Cash Smith, one of the defendants. | The Bank of the United States<br>vs.<br>Joseph H. Paley, Barney Ruben and Max W. Paley, individually and as co-partners trading under the name of Paley & Ruben Company; Smiths Clothes Shop Company, a foreign corporation; and Cash Smith, also known as Cassius Smith, doing business as Smith Brothers<br>Issued Jany 9, 1922<br><br>Tax & writ (paid) # 2.00<br>Sheriff Cutshall 2.40<br>Geo. Greeley 7-9-23 paid 2.50<br>Atty 3.00 | Summons in Assumpsit,<br>Returnable to next term.<br>And now, Jan. 10, 1922, John O. McClintock and Walter J. McClintock appear for Cash Smith, one of the defendants in the above entitled case. (See paper filed)<br>Jan. 11, 1922, Plaintiffs statement of claim filed. Service accepted by John O. McClintock and Walter J. McClintock attys for deft.<br>Writ returned: And now, Feb. 13, 1922, writ returned. The within writ was served as per acceptance of service by Walter J. McClintock, attorney for Cash Smith, which is written on the writ.<br>So answers A. B. Cutshall, Sheriff.<br>And now, to wit, February 16, 1922, On motion of plaintiffs attorney, judgment is entered in favor of plaintiff and against Cassius Smith and Cash Smith, doing business as Smith Brothers, for want of an affidavit of defense; and judgment liquidated at the sum of Three thousand four hundred eighty-seven Dollars and two cents; with costs of suit. (See Rule Docket Vol. 17, page 562)<br>Debt # 3,487.02<br>Int. from Feb. 16, 1922<br>Sm. fp. 123. Corp. fp. 33. Judgment<br>V. L. Greeley, Prothy.<br>Fi. Fa. to No. 12 May Term, 1922<br>July 9 1923 The above judgment satisfied of record. See Fifa |

John O. Walter & McClintock
Geo. F. Whitmer
66
W. J. Sirdevan
Feb 13 1922
also appears for
garnishee
W. J. Sirdevan

Oct 20, 1923, Received from dfts, $2.50, tax & writ, atty fee 3.00, for W. T. McKenzie, 1.40 and pltffs costs 23.50,
Walter J McClintock
atty for pltff.

Oct 20 1923 Recd from Deft by atty Thirty Two and 40/100 Dollars Shff Pro & Jury fee
V. L. Greeley Pro

Oct. 20. 1923
Received from Pro. Greeley Fifteen & 7/100 dollars, my costs
H B Kutshall Sheriff

Record continued on page 5[illegible]

Benbah Kraft
vs.
Adolphus Francis Breene defendant, and Joe A Marthaler, Garnishee.
Issued January 10, 1922.

| | |
|---|---|
| Tax & writ Pltff. paid | $ 2.50 |
| Shff Kutshall | 13.20 |
| Pro Greeley | 12.50 |
| Jury fee | 4.00 |
| atty | 3.00 |
| Shff Cutshall on Sub | 2.50 |
| W. T. McKenzie, on Pltff. Sub. | 1.40 |
| Pltffs. Bill of costs, | 23.50 |

Foreign Attachment in Assumpsit, Returnable to next term.

Bail required to dissolve, $2500.00.

To attach the goods and chattels lands and tenements, monies, credits and personal property of the defendant, in the hands, possession or control of Joe A. Marthaler, or in the hands, possession or control of any other person or persons, and summon the said Joe A. Marthaler and such other person or persons as garnishees.

Jan. 10, 1922, Affidavit of plaintiff of cause of action and of non-residence of defendant, filed.

Jan. 10, 1922, Declaration filed.

Writ returned Jan. 17, 1922: I, H B Kutshall, Sheriff of Crawford County, Pa., hereby certify, that by virtue of the within writ, I served the within writ plaintiffs affidavit of claim and of non residence, and plaintiffs declaration, by handing true and attested copies of each of them to Joe A. Marthaler, garnishee, at No. 317 Franklin St. Titusville, Crawford County, Pa., on January 12, 1922, and making the contents thereof known to him; and by virtue of said writ, I then and there did attach and seize all that certain piece or parcel of land situate in the Third Ward of Titusville, Crawford County, Pa., bounded and described as follows, to wit: Beginning at the southwest corner of Franklin and Mechanic Streets, thence southerly along the west line of Franklin Street, sixty feet to a post; thence in a westerly direction, parallel with Mechanic Street, sixty feet to a post; thence in a northerly direction parallel with Franklin Street, sixty feet; thence easterly along the south line of Mechanic Street, sixty feet to the place of beginning; having erected thereon a two-story frame building, known as 317 Franklin St., which said land and building I found in the actual possession, custody and control of Joe A. Marthaler, garnishee, and who holds the same under the defendant, Adolphus Francis Breene, one of the owners thereof, as tenant; and I also, by virtue of said writ, did then and there attach and seize all rents which had accrued and which may accrue hereafter, to the said defendant, Adolphus Francis Breene, from the garnishee, Joe A. Marthaler, by virtue of said tenancy, and said service and attachment I further certify was made in the presence of H B Conover and James H. McClune, two credible persons of the neighborhood. And I further return that after diligent search and inquiry, I can not find the defendant in my bailiwick, but I am informed he is residing in the State of New York "B." page 171. So answers H B Kutshall, Sheriff

Febry 1, 1922, W. J. Sirdevan, Esq., appears for Adolphus F. Breene, defendant. (See paper filed)

Febry. 13, 1922, Affidavit of defense in the nature of a demurrer filed.

March 27, 1922, Amended statement of claim allowed by the Court and filed. Service accepted by Pltffs Attorney.

May 15, 1922 Affidavit of defense in the nature of a demurrer filed, and service admitted.

# FEBRUARY TERM, 1922

Otto Kohler

67

Feb. 21, 1922, Recd from Fred D. Smith, Guardian, 5.00 on account of costs.
U. L. Greeley Pro
Oct. 22, 1923 Received from Fred D. Smith, Gdn. $3.00 for publishing notice of account.
U. L. Greeley, Pro.

Read Payment of Pro Greeley – Tribune Pubs CB&M 1/6-24

Petition of Fred D. Smith for appointment of a Guardian of William Barber of Union Township. Entered Jan. 11, 1922.

Pro. Greeley ($3.00 Paid Jan. 11/22) $ 5.00

Jan. 11, 1922. Petition presented to Hon Thos. J. Prather, P. J. and filed.
Ba. Page 174.

And now, January 11, 1922, upon presentation of the within petition, February 6, 1922, at 2 o'clock P. M. is fixed for hearing this application. It is directed that ten days written notice thereof be given to William Barber and the next of kin residing within the jurisdiction of the court, by service of copy of the petition and order of court on each of them, or by waiver duly signed and returned.
(See paper filed) Per Curiam.

Feb. 6, 1922: Proof of service of notice to respondent and next of kin, filed.

Decree:- And now, Feb. 6, 1922, at 2 o'clock P. M., this case came on for hearing after due notice to the respondent, Wm. Barber, and to next of kin, or after waiver of notice by them duly filed, and testimony taken in open Court to sustain the facts averred in the petition and after due consideration the said William Barber is adjudged of weak mind, and likely to become the victim of designing persons, and further it is ordered that Fred D. Smith, be, and he is hereby appointed Guardian of the said William Barber. Bond in the penal sum of $10.000.00 being filed and approved.

Per Curiam.
(See paper filed) Thos. J. Prather, J.

Feb. 7, 1922, Bond of Fred D. Smith, Guardian, with Henry M. Reitze, Bertha Reitze, Anna E. Power, George B. Shafer, Mrs. Ella Shafer, Fred Barber, and Jos. M. Fox as sureties, in the sum of $10.000, approved by the Court and filed.

Mch 2 1922 Inventory and appraisement of Estate of William Barber filed.

Oct. 22, 1923. Account of Fred D. Smith, Guardian of William Barber, filed, showing balance due estate of $533.94. Notice issued for publication in Tribune Republican that account will be confirmed on 2d Monday of Nov. next, if no exceptions.

# FEBRUARY TERM, 1922

| | | |
|---|---|---|
| Thomas & Thomas<br>68 | v Curtis L. Webb<br>vs.<br>v Elmer L. Devore<br>Issued Jan. 12, 1922.<br><br>Tax & writ (atty paid) 2.00<br>Shff. Cutshall 2.60 | Summons in Assumpsit; Returnable to Second Monday of February next.<br>Writ returned: Served the within writ on the within named Elmer L. Devore, on January 12, 1922, by handing to him a true and attested copy of the within writ and making contents of same known to him.<br>So answers W.B. Cutshall, Sheriff.<br>April 12, 1923 Statement of claim filed. |

# FEBRUARY TERM, 1922

Thomas & Thomas
69
Leland J. Culbertson
for Rule
Grant & Culbertson
Leland J. Culbertson.

Curtis L. Webb
vs.
The Commonwealth Realty and Building Company, a foreign corporation.
Issued Jan. 12, 1922.

Tax & writ (paid by) $ 2.50
Shff. Britthall, 2.60

Foreign Attachment in Assumpsit, Returnable the second Monday of February, 1922. Bail to dissolve $800.00.

To attach goods and chattels, lands and tenements, money, credits and interest of the defendant, in the hands, possession or control of Elmer L. Devore, P. N. Crowe, John Lippert, R. E. Brownell, A.G. Phillips, Charles E. Miller, Frank J. Schreck, The Merchants National Bank, and of any other person or persons, and summon the said Elmer L. Devore, John Lippert, R. E. Brownell, A.G. Phillips, Charles E. Miller, Frank J. Schreck, and such other person or persons as garnishees.

Jan. 13, 1922, Bail of Elmer L. Devore and A.G. Phillips, to dissolve attachment, in the sum of $800.00, taken by Prothy, and approved by Hon. Thomas J. Prather, P.J. Filed.

Writ returned: Served the within writ on the within named The Commonwealth Realty and Building Company, a foreign corporation, by handing a true and attested copy of the writ to Elmer L. Devore on Jan. 12, 1922, and making contents of same known to him.

So answers H.B. Britthall, Sheriff.

April 12, 1923. Statement of claim filed.

Aug. 17, 1925. Petition of Leland J. Culbertson, Esq. for a more specific statement of claim, etc., presented & Chambers and filed.

Order: "And now, Aug. 17, 1925, upon consideration of the above and foregoing petition, a rule to show cause is hereby granted, returnable to All proceedings to be stayed until the disposition of the within rule."

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

Sept. 7, 1926 Petition of plaintiff for rule to produce papers, etc. presented, and rule to show cause granted, returnable 4th Monday of Sept., 1926. Per Curiam. (See paper filed.)

On Argt. List for Sept. Term, 1926, No. 7. "certified."

Sept. 23, 1926 Answer to rule to produce records filed.

# FEBRUARY TERM, 1922

George Eldred
Donald b. Thompson
To
William J. Sideman

Charles Goodwell
vs.
John Zdarko.
Entered Jan. 12, 1922

| | | |
|---|---|---|
| Jas. Entry (pd by defts atty) | | .50 |
| Costs on Sum. (by Sh'ff) | | 9.33 |
| Pro. Greeley | | 5.25 |
| Jury fee | | 4.00 |
| Plffs. Bill of costs, | | 19.60 |

Appeal by Defts. from Judgment of Peter B. Tarr, Alderman.

August 28, 1922, George Eldred, Esq. and Donald b. Thompson, Esq., appear in this case for the plaintiff Charles N. Goodwell. (See Paper filed)

Aug. 28, 1922, Plaintiffs statement of claim filed. Service of same accepted by defendants attorney.

Sept. 25, 1922, Affidavit of defense filed, and service of copy of same accepted by Geo. Eldred, Esq., Atty for Plff

On Trial List for 2nd Mon. of Jan. 1923, No. 11.

Jan 15 1923 Amended affidavit of defense filed. (See Paper filed)

And now, January 15, 1923. Jury selected and sworn as follows: 1- Charles Spaid, 2- John Palmquist, 3- Frank Rightlinger, 4- E. D. Waring, 5- C. A. Schreck, 6- Bert Hanna, 7- Wm. G. Prescott, 8- Fred Steiger, 9- Donald Messinger, 10- Walter Greisbaum, 11 Glenn Curtis, 12- A. J. West- twelve good and lawful persons, who upon their solemn oaths which they have taken, say, same day, they find for the plaintiff in the sum of Sixty-three and 90/100 Dollars. 2. p. 18.

Jan. 17, 1923. Plffs. bill of costs, $19.60, filed.

| | |
|---|---|
| Debt | $63.90 |
| Int. from Jan. 15, 1923 | |

2. page 18. Judgment on the verdict Jan. 20, 1923
V. L. Greeley, Prothy.

Jan. 15, 1923, Recd from Plff. $4.00, jury-fee,
V. L. Greeley, Pro.

July 26, 1923, Received from Donald b. Thompson Plffs. atty, $5.45, being my costs and sat. in this case.
V. L. Greeley, Pro.

# FEBRUARY TERM, 1922

D. Blair Kent
71

Sept. 15, 1922, Received from libellant per D. Blair Kent, Atty $19.80 being Sheff's & Pro's costs.
V.L. Greeley, Pro.

Sept. 16. Received $9.90 in full of costs from Pro. Greeley
H.B. Leitshall
Sheriff

Rhea E. Leonheart
vs.
L. LeRoy Leonheart
Issued Jany 16, 1922

| | |
|---|---|
| Tax twice (pd by Atty) | 2.00 |
| Sheff. Leitshall | 1.85 |
| Sheff. Leitshall on al. | 1.85 |
| Sheff. Leitshall on Case | 6.25 |
| A.L. Knapp, Master (Atty pd) | 25.00 |
| Pro. Greeley | 9.85 |
| Atty | 3.00 |

Subpoena in Divorce and for custody of Forest LeRoy Leonheart, child of the parties; Returnable to first Monday of March next.

And now, Jan. 13, 1922 subpoena awarded, returnable to the first Monday of March, next (Signed) Thos. J. Strather, P.J.

Subpoena returned: March 6, 1922, the within named respondent, L. LeRoy Leonheart is not found in my bailiwick. So answers, H.B. Leitshall, Sheff

March 6, 1922, Alias subpoena in divorce issued; returnable to first Monday of May next.

Alias subpoena rcd: May 1, 1922, the within named respondent, L. LeRoy Leonheart is not found in my bailiwick. So answers H.B. Leitshall, Sheff.

May 2, 1922, Order issued for publication of Sheriffs proclamation, returnable to 1st Monday of June next.

And now, June 5, 1922, I, H.B. Leitshall, 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 H.B. Leitshall, Sheff.

July 3, 1922, A.L. Knapp, Esq. is appointed Master in this case. (See paper filed) Com. issued. By Hon. Thos. J. Strather, P.J.

July 21, 1922, Testimony and report of Master filed.

On Argument List for Sept. Term, 1922, No 23.

Oct. 18, 1922. After due consideration, a divorce is decreed as prayed, at the cost of respondent, and the custody of the child, Forest Le Roy Leonheart is awarded to libellant. Per Curiam.

Decree:- And now, to wit: Oct. 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 Rhea E. Leonheart be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Rhea E. Leonheart, the libellant, and the said L. Lee Roy Leonheart, the respondent.

And that thereupon all and every the duties, rights and claims accruing to said 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 Forest Le Roy Leonheart, child of the libellant and respondent, be, and the same is hereby awarded to the libellant, Rhea E. Leonheart. (See paper filed)

Per Curiam

| | | |
|---|---|---|
| ~~Amicable Scire Facias~~ 72 | G. Lipek vs Peter Mihoce Entered Jan. 16, 1922 | Of No. 253 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 Hundred Thirty-five and 06 Dollars, being the amount of debt, interest and costs now due on the original judgment. |
| | Pro. Greeley (Plff. pd) | # 2.25 |
| | Atty | 3.00 |
| | | Debt # 135.06 |
| | | Int from Jan. 16, 1916 |
| | | M. p. 202. Judgment. |
| | | V. L. Greeley, Prothy. |

Otto Kohler

73

The B F Goodrich Rubber Co, a corporation,
vs.
J L McTavish
Issued Janu 17, 1922

| | |
|---|---|
| Tax & writ (pd by atty) | 2.00 |
| Shff Butshall | 4.50 |
| Pro. Greeley | 2.50 |
| Atty | 3.00 |
| Sat | .20 |

Summons in Assumpsit, Returnable to first Monday of February next.
Jan 17, 1922. Statement of claim filed, & copy certified to Sheriff.
Writ returnd: Served the within writ and statement of claim on the within named J. L. McTavish at his residence in Vernon Township, on Jan 18, 1922 by handing to him a true and attested copy of the within writ and statement of claim, and making contents of same known to him. So answers H.B. Butshall, Sheriff.
And now, February 7, 1922, On motion of plaintiffs attorney, judgment is entered in favor of plaintiff and against deft. for want of an affidavit of defense, and liquidated at the sum of Four hundred twenty-five and 14/100 Dollars, with costs of suit.
(See Rule Dec 12, page 561)

Debt # 425.14
Int from Feb. 7, 1922
Judgment
V. L. Greeley, Pro.

April 28 1922 Rec'd of Peff by atty Seven and 20/100 dollars Shff & Proctrs costs
V. L. Greeley Pro

April 28 1922. Received from Pro Greeley Five and 50/100 dollars in full of all costs.
H B Butshall
Sheriff

McC page 129.

Now, Apr. 28. 1922. this judgment settled by compromise and the judgment hereby satisfied. Otto Kohler atty

# FEBRUARY TERM, 1922

Otto Kohler
74

Mike Samplack
vs.
Louis Kanca and
Mary Kanca
Issued Jan. 18, 1922

| | |
|---|---|
| Tax + writ (Atty fd) | # 2.00 |
| Shff. Leitshall | 7.00 |
| Pro. Greeley | 2.50 |
| Atty. | 3.00 |

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

Jan. 18, 1922 Statement of claim filed, and two copies certified to Sheriff.

Writ returned: Served the within writ and statement of claim on the within named Louis Kanca and Mary Kanca, on Jan. 19, 1922, by handing to each of them a true and attested copy thereof, and making known to them the contents of same. So answers
R. B. Leitshall, Shff.

And now, June 13, 1922, On motion of plaintiffs attorney, judgment is entered in favor of plaintiff and against defendants, for want of an affidavit of defence, and ligquidated at the sum of Eight hundred thirteen Dollars and forty cents, with costs of suit (See Rule Doc 12, Page 569)

Debt # 813.40
Int. from June 13, 1922.
Judgment.
V. L. Greeley, Prothy.

R. Fp. 120 & 126.

Fi. Fa. to No. 83 Nov. Term, 1922.

Albert L Thomas

75

Otto Kohler

Aug 20 1925 Recd of Otto Kohler attys twenty nine and 25/100 Dollars being Pro Greeley $1.25 Shff 6.00 and Jury fee 4.00

H. L. Greeley Pro

Aug 20-1925 Recd of Pro. Greeley Six Dollars my Costs

H.B. Cutshall Sheriff

A. Saltzman, use of Camden Fire Insurance Company

vs

R. Longo

Issued Jan. 20, 1922

| | # |
|---|---|
| Tax+Pro.Fs. | 3.00 |
| Shff Cutshall | 6.00 |
| Pro. Greeley Mch. 1922 | 5.50 |
| Defts Bill of Costs at Mch term | 20.50 |
| Comm. J.A. Malczewski | 23.34 |
| Pro. Greeley, since | 10.75 |
| Jury fee | 4.00 |
| Atty | 3.00 |
| Plffs Bill of Costs | 36.30 |

Replevin for one Studebaker Touring car, Factory Number S-262312, Motor Number 22,227, Returnable to next term.

Jan. 20, 1922, Affidavit as to value of property filed. Value, $1,000.

Jan. 20, 1922, Bond of plaintiff, to wit: Camden Fire Insurance Association, with Maryland Casualty Co. as Surety, in the sum of $2,000, approved and filed.

Feb. 8, 1922, Plaintiffs statement of claim filed

Feb. 13, 1922, Affidavit of defense filed, and copy served on plffs. attorney.

Writ returned: Served the within writ on the within named R. Longo, on Jan. 21, 1922, by handing him a true and attested copy of the within writ, and making contents known to him. After 72 hours, the deft R. Longo not giving bond, I delivered one Studebaker Touring Car to the plffs. attorney, Albert L. Thomas, storing the same with Muckinhaupt Bros., Meadville, Pa. So answers H.B. Cutshall, Sheriff.

On Trial List for First Monday of March, 1922 No. 29

March 11, 1922, Jury selected for trial to begin Tuesday, March 14th.

March 14, 1922, Continued on application of plaintiff and at its costs. Costs to be paid within thirty days after notice of filing. Per Curiam

May 27, 1922. Proof of notice to Plffs. attorney of order to pay costs, filed.

May 1, 1922, Leave granted Plff to enter rule for commission as prayed for and commission directed to issue.

(See paper filed May 22, 1922.) By Thos. J. Brother, P.J.

Now, June 2, 1922, pursuant to order of court comes plaintiff by attorney and enters rule to take deposition of A. Saltzman and W.J. Schwamber and others before J. Malczewski, a Notary Public in St Clair Building, Cleveland, Ohio.

(See Rule Doc. 12, page 567) Rule issued.

Aug. 15, 1922 Deposition of A. Saltzman, taken before J.A. Malczewski, N.P. at Cleveland, O., filed, and Attys notified.

On Fall Trial List, 1922 No. 5.

And now, December 7, 1922, Jury selected and sworn as follows: 1- John Spottman, 2- Martin V Vroonman, 3- M.S. Gold, 4- Mrs. Essie E Gaskill, 5- Frank Kramer, 6- David McKinley, 7- Ed J. Delaney, 8- Mrs. Georgia L. McKay, 9- Lillian Rhodes, 10- John W. Bork, 11- Mrs. Bertha Wasson, 12- Ernest F. Miller: twelve good and lawful persons who upon their solemn oaths which they have taken, say December 8, 1922, they find for the plaintiff L. page 122.

Dec. 8, 1922. Defts. points filed.

Dec. 11, 1922. Motion by Deft. for judgment N.O.V. filed, and rule to show cause granted. Per Curiam.

Dec. 11 1922 Motion by deft. for a new trial filed and rule to show cause granted. Per Curiam. On Argt. List for Feb. Tr. 1923 No. 2.

Feb. 28, 1923 Argued C.A.V.

Now, March 26, 1923, rule for new trial and rule for judgment N.O.V. discharged (opinion filed) Per Curiam.

# FEBRUARY TERM, 1922

Donald L. Thompson
76
Albert L. Thomas &
O. Clare Kent, 2/8/22

Received $3.50 my costs in this case.
H. B. Leutshall
Sheriff

Catherine Owens
vs.
Ora R. Mosier
Issued Jany 20, 1922

| | | |
|---|---|---|
| Tax & writ (pd Mchr 8/22) | 2.00 | |
| Shff Leutshall | 3.50 | |
| Prs & Spruce (pd Mchr 8/22) | 1.00 | |
| atty | 3.00 | |

Summons in Assumpsit
Returnable to next term.
Jan. 20, 1922 Affidavit that Plffs. claim exceeds $300.00 filed
Jan. 20, 1922 Plaintiff's statement of demand filed
Writ returned: Served the within summons and plaintiffs statement of claim on the within named Ora R. Mosier on Jan. 23, 1922 by handing to him a true and attested copy of each, and making contents of same known to him. So answers H. B. Leutshall, Shff.
Feby 7 1922 Affidavit of defense filed.
March 27 1922 I hereby discontinue the above case and direct the Prothonotary to mark same discontinued of record of this date.
Catherine Owens, Plaintiff.

attest V. L. Gruley Pro.

# FEBRUARY [illegible] TERM, 1922

| | | |
|---|---|---|
| Donald b. Thompson<br><br>77 | b. b. Bly, Assignee<br>of Jonas A. Antill<br>vs.<br>Julia Orwig Benedict, Executrix of the last will and testament of Herbert S. Orwig, mortgagor, deceased, and Julia Orwig Benedict Testamentary Guardian of Eleanor Maude Orwig, and Irene Orwig, widow, of said Herbert S. Orwig, owners.<br>Issued Janiy 20, 1922<br><br>Tax + writ (5-16-22) Paid # 2.25<br>Rec Boswell .50<br>Shff. Butshall 11.20<br>Pro. Greeley (5/16-22 Paid) 2.50<br>Atty 3.00 | Sci. Fa. sur Mortgage recorded in Mortgage Book, Volume 112, page 136.<br>Returnable to next term.<br>Jan. 20, 1922, Statement of Claim and affidavit as to title to land filed.<br>Writ returned: Served the within writ on the within named Julia Orwig Benedict by handing to Irwin H. Orwig, an adult member of the family, at their residence in the City of Uniontown, Pa., on Jany 27, 1922, a true and attested copy of the within writ, and making contents of same known to him. Nihil habet as to Irene Orwig. So answers<br>H. B. Butshall, Sheriff.<br>March 6, 1922, Acceptance of service and confession of judgment by Irene Orwig, filed; to wit: "Pittsburgh, Penna March 1, 1922.<br>"I, Irene Orwig, widow of Herbert S. Orwig, deceased, do hereby accept service of the within writ, and confess judgment in favor of the plaintiff therein in said action for the amount due on the said mortgage on which writ is issued; judgment to be liquidated by the Prothonotary, said judgment not to be a personal judgment as against me but as binding the said property covered by the mortgage and my interest therein as widow of the decedent." (Signed) Irene Orwig (Seal)<br>"Witness: H.W. Hendrickson".<br>And now, March 7, 1922. On motion of plaintiffs attorney, judgment is entered against the defendants, Julia Orwig Benedict, Executrix of the last will and testament of Herbert S. Orwig, mortgagor, deceased, and Julia Orwig Benedict, Testamentary guardian of Eleanor Maude Orwig, (the said Executrix and Guardian having been duly served), for want of an appearance and an affidavit of defense, and against the defendant Irene Orwig, widow of said Herbert S. Orwig, deceased, in accordance with her acceptance of service and confession of judgment filed, and in favor of the plaintiff b. b. Bly, assignee of Jonas A. Antill, and said judgment is liquidated at the sum of Seven hundred eighty-one Dollars and eight cents, with interest thereon from date and costs. (See Rule Docket 12, page 564)<br>Debt #781.08<br>Interest from March 7, 1922<br>O. fpp. 70, 85, 70, 85; Be. p. 176. Judgment<br>V. L. Greeley, Prothy.<br>Lev. Fac. to No. 24 May Term, 1922<br>May 16, 1922 The above judgment satisfied. (See Lev. Fac) |

# FEBRUARY TERM, 1922

Arthur L. Bates

78

Crawford County Dry Goods Company

vs.

Harry F. Miller, Deft. and New First National Bank of Meadville, Pa Garnishee.

Issued, Janry 21, 1922.

| | # |
|---|---|
| Tax & writ | 250 |
| Shff. Butshall | 3.20 |
| Pro Q | .50 |

Of No. 277 November Term, 1921.

Attachment Execution

Returnable to First Monday of February 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 New First National Bank of Meadville, and to summon said Bank as Garnishee.

Writ returned: Served the within writ on the within named Harry F. Miller on Jan. 21, 1922, at No. 360 Center Street, City of Meadville, Pa., by handing to him a true and attested copy of the within writ, and making contents of same known to him; also served the within writ on the New First National Bank, by handing to M. A. Hirsch, Cashier of said bank at the New First National Bank on Chestnut St., City of Meadville, Pa., on Jan. 21, 1922 a true and attested copy of the within writ and making known contents of same to him.

So answers H. B. Butshall, Sheriff

Feby 3 1922 Rec'd of Peffs atty Six and 20/100 Dollars Shff & Pro's costs

U. L. Greeley Pro

Feby 3 1922 Rec'd of Pro Greeley Three & 20/100 Dollars my costs

H. B. Butshall

Sheriff

This suit settled and discontinued

Arthur L. Bates

Pltf's Atty

# FEBRUARY TERM, 1922

Thomas & Thomas
79

D. J. Rex
vs.
Venango Milling Company, a corporation
Issued Janry 21, 1922.

| | # |
|---|---|
| Tax & writ (paid) | 2.00 |
| Shff. Crutchfield | 4.50 |
| Pro. Greeley | 2.50 |
| Atty | 3.00 |

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

Jan. 21, 1922, Affidavit that plaintiffs claim exceeds #300.00 filed

Jan 21, 1922, Plaintiffs statement of claim filed.

Writ returned: Served the within writ and statement of claim on the within writ and statement of claim on the within named Venango Milling Company, a corporation, By handing to E. J. Rex, Secretary and Treasurer, of said company on January 23, 1922, in the village of Saegertown, Pa., a true and attested copy of the within writ and statement of claim and making contents of same known to him.

So answers A. B. Crutchfield, Shff.

And now, February 8, 1922, On motion of plaintiffs attorneys, judgment is entered in favor of plaintiff and against the defendant, for want of an appearance and for want of an affidavit of defense, and the judgment is liquidated at the sum of Twenty-one thousand two hundred eighteen Dollars and Forty-seven Cents and costs. (See Rule Doc 12, page 561)

Debt # 21,218.47
Int. from Feb. 7, 1922
Judgment
V. L. Greeley, Prothy.

# Corp. page 104.

Fi. Fa. to No. 70 Feb. Term, 1922.

# FEBRUARY TERM, 1922

A. R. Thompson
4-28-22
Donald C. Thompson. v. C. S.

80

Received of Donald C. Thompson, Atty. – Thirteen and 92/100 ($13.92) Dollars, my costs on this case.
H. B. Brutshall
Sheriff

Jessie T. Renting
Executrix of the estate
of Daniel F. Renting,
deceased

vs

Emily L. Nelson and
L. J. Smith, Committee
of Emily L. Nelson

Issued Jany 21, 1922

Prs. Greeley 2-27-22 # paid 2.00
Shff. Brutshall 13.92

Of No. 154 February Term, 1915
Sci. Fa. to revive the above judgment. Returnable to next term.
Writ returned: And now, Feb. 13, 1922, writ returned. This writ was served as per acceptance of Iray & Parker for Emily L. Nelson. Nihil habet as to L. J. Smith. So answers
H. B. Brutshall, Sheriff

Having received in full the principal debt, with interest and all costs, I direct the Prothonotary to mark the judgment satisfied, of which this is a revival.
4/28/1922.
Donald C. Thompson,
Atty. for Plff.

# FEBRUARY TERM, 1922

Albert L. Thomas

81

Donald C. Thompson.
2-11-22 - $2.00

Hall-Lecrone Company, a Corporation formerly known as Blakey-Hall Company.
vs.
J. L. MacTavish

Issued Jany 23, 1922

| | # |
|---|---|
| Jay twrit (paid) | 2.00 |
| Shff. Brtshall | 4.50 |
| Pro. Greeley | 4.75 |

Summons in Assumpsit;
Returnable to next term.
Jan. 23, 1922, Affidavit that plaintiffs claim exceeds $200.00, filed.
Jan. 23, 1922 Plaintiffs statement of claim filed.
Writ returned: Served the within writ and statement of claim on the within named J. L. MacTavish, at his residence in Vernon Township, Crawford County, Pa., on Jany 23, 1922, by handing to him a true and attested copy of the within writ and statement of claim, and making contents of same known to him.
So answers H. B. Brtshall, Sheriff.
Feby 11, 1922, Affidavit of defense filed, & service of same accepted by Plffs atty.
On Trial List for 1st Monday of March, 1922, No. 24.
Feb. 28, 1922, Leave granted to amend the title of this case so as to read: Hall-Lecrone Company, formerly Blakey-Hall Co. vs. J. L. McTavish; and Amendment allowed to statement of claim. Per Curiam. (See paper filed Mch. 13, 1922)
March 6, 1922, Continued because of amended statement of claim.
March 18, 1922, Affidavit of defense filed, copy certified. Service accepted by Plffs atty.
On Fall Trial List, 1922, No. 4.
On Trial List for 2nd Mon. of Jan. 1923, No. 15.

# FEBRUARY TERM, 1922

John O. & Walter J. McClintock
82

Feby 9, 1922 We hereby appear for Preston Seeley
Roberts & Wasson
Thomas & Thomas for Robert Orr (See affr. of defense)
Albert G. Thomas
Fr. Fred M. Faul.
2-13-22 V.R.

Ernest McLaughlin
vs.
C. L. Seeley, Defendant
with notice to Fred M. Faul, Robert Orr and other terre tenants.
Issued Jan. 23, 1922

| | | |
|---|---|---|
| Pro. Greeley (Attys fd) | $ | 2.00 |
| Shff. Kutchall | | 10.60 |
| Pro. Greeley. | | 2.25 |
| Pro. G. for Do. | | |

Of No. 290 November Term, 1916
Scire Facias to revive and continue the lien of the above entitled judgment quare executionem non, with notice to Fred M. Faul, Robert Orr, and any other terre tenants, Returnable to next term. Fp. 136; Op 65.

Writ returned: Served the within writ on Preston Seeley at his residence in Greenwood Township, on Jan. 30, 1922, by handing to him a true and attested copy of the within writ and making contents of same known to him. Served the within writ on the within named Fred M. Faul, at his residence in Greenwood Township, on Jan. 30, 1922, by handing to him a true and attested copy of the within writ and making contents of same known to him. Served the within writ on the within named Robert Orr, at his residence in Wayne Township, on Jan. 27, 1922, by handing to him, a true and attested copy of the within writ, and making contents of same known to him. Nihil habet as to P. L. Seeley. So answers A. B. Kutchall, Sheriff.

Feb. 9, 1922 Affidavit of defense of Preston Seeley filed.
Feb. 11, 1922 Affidavit of defense of Robert Orr, named as a Terre Tenant filed.
May 12, 1922 Affidavit of defense of Fred M. Faul filed.
On Trial List for 1st Monday of Jan. 1924, No. 16
Jan. 7, 1924 Continued on application of plaintiff and at Defts request marked remanet. Per Curiam.
On Trial List for 1st Monday of March, 1924, No. 10.
And now, March 3, 1924 On motion in open Court, it is ordered that the names of Fred M. Faul and Robert Orr, Terre Tenants, and Preston Seeley, a party served, be Stricken out as parties to this suit, to have the same force and effect as if they had not been named in the writ of Sci. Fa, or as if they had not been served by the Sheriff.
(See paper filed) Per Curiam.
March 3, 1924 Continued. Per Curiam.

# FEBRUARY TERM, 1922

John O. & Walter J. McClintock

83

Donald C. Thompson,
for both deft. & terre tenant.
2-11-22 V.L.G.

March 15 1923 Rec'd of
Deff Four Dollars for fee
V. L. Greeley Pro

March 23 1923 Recd of
Deft Fourteen and 55/100
Dollars Sheriff & Pros costs
V. L. Greeley Pro

March 23rd 1923 Recd of
Pro Greeley Six & 70/100
Dlrs Thy Cost
H. B. Cutshall
Sheriff Per Off

B.W. Blystone,
Claimant,
vs.
Robert W. Gabel,
defendant with
notice to Alexander
Grudzinski, Terre
Tenant.
Issued Jan. 25, 1922

| | | |
|---|---|---|
| Tax & writ (Plff. pd) | | 2.25 |
| Plff. on lien fee | | 1.75 |
| Shff Cutshall | | 6.70 |
| Pro. Greeley, | | 7.50 |
| Jury Fee | | 4.00 |
| Atty | | 3.00 |
| Plff's Bill of costs | | 19.60 |
| Sat | | |

Of No. 1 May Term, 1919, Mech. Lien
Scire Facias sur Mechanics Lien
filed March 10, 1919, and entered to No. 1
May Term, 1919, in Mechanics Lien
Docket No. 5, at pages 499 and 500;
Returnable to next term. G.p. 158

Writ returned: Served the within writ on the within named Robert W. Gabel deft, by handing to his wife, Georgia Gabel, an adult member of his family, a true and attested copy of the within writ, and making contents of same known to her on Jan. 26, 1922, at their residence in Bainbridge Springs. Also, served the within writ on the within named Alexander Grudzinski, by handing to him a true and attested copy of the within writ, and making contents of same known to him on Jan. 26, 1922, at the Concrete Block Garage on Main Street, Bainbridge Springs.
So answers, H.B. Cutshall, Sheriff.

Feby 27, 1922, Affidavit of defense filed. Service accepted by Plffs. attys.
March 13, 1922, Replication and Answer of Claimant to affidavit of defense of Robert W. Gabel filed.
On Fall Trial List, 1922, No. 30. Dec. 13, 1922, Continued by consent.
On Trial List for 2nd Mon. of Jan. 1923. No. 28
Jan. 17, 1923. Continued; Remanet. Per Cur.
On Trial List for 1st & 4th Mondays of March, 1923. No. 10.
And now, March 7, 1923, Before the Hon. James A. McLaughry, P.J. 35th Judicial District, specially presiding, — a jury was selected and sworn as follows: 1- F. E. Tyler, 2- H. A. Flaugh, 3- M. H. Emery, 4- Clarence Ellis, 5- Mrs. John Fulton, 6- Mrs. Nina Reishman, 7- J. H. Morrison, 8- Fred Barker, 9- Glenn Hoffman, 10- N. H. Harned, 11- J. E. Campbell, 12- Fred A. Moses: twelve good and lawful persons, who upon their solemn oaths which they have taken, say, March 8, 1923, they find for the plaintiff in the sum of Seven hundred forty-six and 67/100 Dollars.
G. pages 152 & 158.
March 8, 1923. Plaintiffs and defendants points filed.
March 15 1923 Plaintiffs bill of costs filed.

| | |
|---|---|
| Debt | $746.67 |
| Int. from March 8, 1923 | |

G. pages 152 & 158. Judgment.
V. L. Greeley, Prothy
March 23. 1923 Rec'd Satisfaction in full of the dom Judgment, debt, int & costs. Receipt given.
John O. Walter J. McClintock
Attys for Plff.

# FEBRUARY TERM, 1922

J. A. Northam
84
Albert L. Thomas
Feb. 7, 1922

March 5, 1923 Recd from Plff. $12.00, being Shff's & Pro's costs
V. L. Greeley, Pro.

March 7, 1923
Received from Pro. Greeley $7.00 in full costs
H. B. Kutshall Sheriff

Robert A. Benedict
vs.
Youngstown Creamery Company
Issued Jany 27, 1922

| | # |
|---|---|
| Jay + writ (paid) | 2.25 |
| Shff. Kutshall | 7.00 |
| Pro. Greeley, | 5.00 |
| Atty | 3.00 |

Foreign Attachment in Assumpsit, Returnable to next term. Bail required $400.00

To attach all and singular the goods and chattels, lands and tenements, rights and credits of the defendant, in whosoever hands the same may be found and summon them as garnishee and especially, attach all milk cans, two sets scales, and all other property of said defendants, in thands of Robert A. Benedict, and summon him as garnishee.

Writ returned: Served the within writ on Jan. 28, 1922, by going to Robert A. Benedict in Venango, Crawford County, Penn'a, (he being the man in whose hands or possession defendants goods were supposed to be), and then and there attaching: 2 Set Platform scales, 1 meat cooler, 1 Babcock testing machine, seals, &c., One Carboy of acid, set of apothecaries scales, 1 frame building, (one story) on land of Mrs. D Clark, Main Street, Venango, Pa., found in his possession, and then and there declaring in the presence of N. W. Hotchkiss and J. L. Wykoff, of Venango, Pa., credible persons of the neighborhood, that I attached the said goods and building as the property of the defendant in this writ; and at the same time served this writ upon Robert A Benedict, in whose possession said goods were found, and summoned him to appear as therein commanded by making known to him the contents thereof, and by handing to him a true and attested copy of said writ. Also, sent a true and attested copy of the within writ by mail to the Youngstown Creamery Company, Youngstown, Ohio, by registered letter, receipt for the same is hereto attached. So answers H. B. Kutshall, Sheriff

April 2nd, 1922. Plaintiff's statement of claim filed, and service accepted by Defts. atty.

June 1, 1922, Affidavit of defense filed.

On Fall Trial List, 1922, No. 15.

Friday, Dec. 8, 1922, case not to be taken up before Wednesday 13th.

On Trial List for 2nd Mon. of Jan. 1923. No. 19

Jan. 16, 1923 Continued on application of Deft. Remanet. Per Cur.

On Trial List for 1st & 4th Mondays of March, 1923 No. 3.

And now, Mar 5, 1923 this case having been settled the same is hereby discontinued of record.

Robt. A Benedict.

# FEBRUARY TERM, 1922

Charles B. Stegner
85

Sept 6 1922 Rec'd of Peff by atty Twenty & 05/100 Dollars Shff & Proths costs
H. L. Greeley Pro

Sept 6 1922 Rec'd of Pro Greeley Nine & 95/100 Dollars in full my costs
H B Brutshall
Sheriff, Crawford Co. Pa.

Hazle Hiller
vs.
Julius John Hiller
Issued Jany 28, 1922

| | # |
|---|---|
| Tax twort (paid Jan. 31/22) | 2.00 |
| Shff Brutshall | 1.85 |
| Shff Brutshall on alias | 1.85 |
| Sheriff Brutshall on Proc | 6.25 |
| W. J. Birdevan, Master, (paid) | 25.00 |
| Pro Greeley | 10.10 |
| atty | 3.00 |

Subpoena in Divorce.

And now, Jan. 28, 1922, subpoena awarded, Returnable 1st Monday of March, 1922. (Signed) Thos. J. Brather, P.J.

Subpoena returned: And now, March 6, 1922, The within named respondent, Julius John Hiller is not found in my bailiwick.

So answers H B Brutshall, Sheriff.

March 27, 1922, Alias subpoena in divorce issued, returnable to first Monday of May next.

Alias writ returned: May 1, 1922. The within named Julius John Hiller is not found in my Bailiwick.

So answers, H B Brutshall, Sheriff

May 1, 1922. Order issued for publication of Sheriffs proclamation, returnable to first Monday of June next.

And now, June 5, 1922, I, H B Brutshall, 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 weeks successively, prior to return day thereof, as per Copy of said proclamation and proof of Publication hereto attached. So answers H B Brutshall, Shff

And now, July 3, 1922, W. J. Birdevan, Esq. is appointed Master. (See paper filed) Com. issued. By Hon. Thos. J. Brather, P.J.

July 21, 1922, Testimony and report of Master filed.

On Argument List for Sept. Term, 1922. No. 24.

Oct. 18, 1922, After due consideration a divorce is decreed as prayed and at cost of respondent. Per Curiam.

Decree:- And now, to wit: Oct. 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 Hazle Hiller be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Hazle Hiller the libellant, and of the said Julius John Hiller, 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, 1922

August Delp
86

Sept 16 1922 Rec'd of Delp by atty Nineteen and 80/100 Dollars Shff ance Prothy costs
U. L. Greeley

Sept. 14. 1922
Received from Pro. Greeley $19.95 my costs
H B Kutzhall
Sheriff

Charlotte Collins
vs.
Albert Collins
Issued Janiy 28, 1922.

| | | |
|---|---|---|
| Jay twrit (atty pd) | $ | 2.00 |
| Shff. Kutzhall | | 1.85 |
| Shff. Kutzhall on alias | | 1.85 |
| Shff. Kutzhall on proc. | | 6.25 |
| O. Clare Kent, Master, (paid) | | 25.00 |
| Pro Greeley | | 9.85 |
| atty | | 3.00 |

Subpoena in Divorce.

And now Jan 28, 1922, subpoena awarded, Returnable First Monday of March next. (Signed) Thos. J. Prather, P.J.

Subpoena retd: March 6, 1922, The within named Albert Collins is not found in my bailiwick. So answers, H. B. Kutzhall, Shff.

March 6, 1922, Alias subpoena in divorce issued, returnable to first Monday of May next.

Alias writ retd: May 1, 1922, The within named Albert Collins is not found in my bailiwick. So answers H. B. Kutzhall, Shff.

June 1, 1922 Order for proclamation issued returnable to first Monday of July next

And now, July 3, 1922, I, H. B. Kutzhall, 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 Pochranton 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. Kutzhall, Sheriff.

And now, July 31, 1922 O. Clare Kent, Esq., is appointed Master. See paper filed Com. issued. Per Curiam

Sept. 6, 1922, Testimony and report of Master filed.

On Argument List for Sept. Term, 1922, No. 25.

Oct. 18, 1922, After due consideration a divorce is decreed as prayed, and at cost of respondent. Per Curiam.

Decree:- And now, to wit: Oct. 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 Charlotte Collins be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Charlotte Collins, the libellant, and the said Albert Collins the respondent.

And that thereupon all 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, 1922

August Delp
87

May 15 1922 Recd of Sheriff by atty Twenty four Pound 65/100 Dollars in full of Sheriffs & Printing costs
H. L. Greeley Pro
May 15, 1922
Receive my costs $15.80
from Pr. Greeley
H B Kutshall
Sheriff

Jessie M. Jones
vs
Guy E. Jones
Issued, July 28, 1922

| | # |
|---|---|
| Jay & writ (Atty paid) | 2.00 |
| Shff. Kutshall | 1.85 |
| Shff. Kutshall on alias | 13.95 |
| N. B. Wasson, Master Paid | 25.00 |
| Pro. Greeley | 8.85 |
| Atty | 3.00 |
| | 154.65 |

Subpoena in Divorce.
And now, January 28, 1922, subpoena awarded, Returnable First Monday of March next. (Signed) Thos. J. Prather, P. J.
Subpoena returned: March 6, 1922, the within named Guy E. Jones is not found in my bailiwick. So answers
H. B. Kutshall, Sheriff.
March 6, 1922, Alias subpoena in divorce issued, returnable to first Monday of May next.
Alias Subpoena returned: Served the within subpoena in divorce on the respondent personally on the 10th day of April, 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. Kutshall, Shff.

And now, May 1, 1922, N. B. Wasson, Esq., is appointed Master in this case. By Hon. Thos. J. Prather, P. J. (See paper filed) Commission May 1, 1922 Testimony and Report of Master filed.
Ord Argument List for May Term, 1922, No. 24.
June 15, 1922. After due consideration, a divorce is decreed as prayed and at cost of respondent. Per Curiam.
And now, to-wit: June 15 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 Jessie M. Jones be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Jessie M. Jones, the libellant and the said Guy E. Jones, 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

August Delp
88

Aug. 28. 1922 Recd $25.00 Masters fee in this case
H. Carl Wasson
Master

Sept 16 1922 Recd of Deff by atty Nineteen and 80/100 Dollars Shff and Proctys costs
V. L. Greeley Pro

Sept. 16. 1922.
Received from Pro Greeley $9.95 my costs
H B Cutshall
Sheriff

✓ Ermine S. Maryott
vs.
✓ Hilda M. Maryott
Issued Janry 28, 1922

| | |
|---|---|
| Tax & writ (atty paid) # | 2.00 |
| Shff Cutshall | 1.85 |
| Shff. Cutshall on alias | 1.85 |
| Shff. Cutshall on Pcc | 6.25 |
| H. C. Wasson, Master (paid) | 25.00 |
| Pro Greeley | 9.85 |
| atty | 3.00 |

Subpoena in Divorce

And now, January 28, 1922, subpoena awarded, Returnable First Monday of March next. (Signed) Thos. J. Brother, P. J.

Subpoena returned: March 6, 1922, the within named Hilda M. Maryott is not found in my bailiwick

So answered H. B. Cutshall, Sheriff

March 6, 1922, Alias subpoena in divorce issued, returnable to first Monday of May next.

Alias subpoena returned: May 1, 1922, The within named respondent is not found in my bailiwick. So answers,

H. B. Cutshall, Shff

June 1, 1922, Order for proclamation issued returnable to first Monday of July next.

And now, July 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, 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 proclamation hereto attached

So answers H. B. Cutshall, Sheriff

And now, July 31, 1922, H. C. Wasson, Esq is appointed Master (See paper filed) Com. issued. Per Curiam.

Aug. 30, 1922 Testimony and report of Master filed

On Argument List for Sept. Term, 1922, No. 26.

Oct. 18, 1922, After due consideration, a divorce is decreed as prayed

Per Curiam.

Decree:- And now, to wit: Oct. 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 Ermine S. Maryott be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between him, the said Ermine S. Maryott, the libellant and the said Hilda M. Maryott the respondent.

And that thereupon all 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, 1922

Arthur R Thompson
89

Frank M Culver
vs.
Effie F. Culver
Issued Jany 28, 1922

| | | |
|---|---|---|
| Sept 25 1922 Rec'd of Self by atty Twenty and 85/100 Dollars Sheff Prothys Costs | Tax writ 2-27-22# paid | 2.00 |
| | Sheff Butshall | 1.85 |
| | Sheff Butshall on alias | 1.85 |
| | Sheff Butshall on Proc | 6.25 |
| | Geo. Eldred, Master (pd) | 25.00 |
| | Pro Greeley | 10.10 |
| V. L. Greeley | atty | 3.00 |

Sept 25 1922 Rec'd of Pro Greeley Nine and 85/100 Dollars my Costs
H B Cutshall
Sheriff
Per O.S.P.

Subpoena in Divorce

And now, January 28, 1922, Subpoena awarded, Returnable first Monday of March, 1922. (Signed) Thos. J. Brather, P.J.

Subpoena returned: March 6, 1922, the within named Effie F. Culver is not found in my bailiwick. So answers
H.B. Cutshall, Sheriff.

March 16, 1922, Alias subpoena in divorce issued, returnable to first Monday of May next.

Alias subpoena: And now, May 1, 1922, the within named Effie F. Culver is not found in my bailiwick.
So answers H.B. Cutshall, Shff.

May 4, 1922, Order issued for publication of Sheriffs proclamation, returnable to first Monday of June next.

And now June 5, 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 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.

July 3, 1922, Geo. Eldred, Esq is appointed Master.
(See paper filed) Com. issued. By Hon. Thos. J. Brather, P.J.

Aug. 16, 1922, Testimony and report of Master filed.

On Argument List for Sept. Term, 1922, No. 27.

Oct. 18, 1922, After due consideration, a divorce is decreed as prayed.
Per Curiam.

Decree: — And now, to wit, Oct. 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 Frank M. Culver be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between him, the said Frank M. Culver the libellant, and the said Effie F. Culver, 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, 1922

Arthur R. Thompson
90
W. J. Gridersan
Feb 13 1922

Laura Gregory Glenn
vs.
Joseph Glenn
Issued, Janu 28, 1922

| | | |
|---|---|---|
| Tax & writ | 2-27-22 Paid | 2.00 |
| Shff Cutshall | | 11.05 |
| O. W. Benedict, Master | Pd. | 25.00 |
| Pro Gruley | | 8.50 |
| atty | | 3.00 |

Subpoena in Divorce.
And now, January 28, 1922, subpoena awarded, Returnable First Monday of March, 1922. (Signed) Thos. J. Grather, P.J.
Writ returned:- Feb. 9, 1922, Served the within writ on the within named respondent Joseph Glenn, by handing to him on Feb. 8, 1922, at his residence in Titusville, Pa., a true and attested copy of the within writ, and making contents of same known to him.
So answers, N. B. Cutchall, Sheriff.
Per O. N. Palmer, Deputy.
March 16, 1922, Answer of respondent filed. Service of same accepted by Libellants atty.
And now, March 27, 1922, O. W. Benedict, Esq. is appointed Master in this case. (See paper filed) Com. issued. Per Curiam.
April 6 1923 Testimony on part of Libellant and Report of Master filed.
On Argument List for May Term, 1923, No. 14.

# FEBRUARY A. TERM, 1922

Arthur R Thompson
Withdrawn Sep. 7 1922.
91

C. Victor Johnson
March 6th 1922
$2.5 Pro.

J. Dale Brown
vs.
Murla G. Brown.
Issued Janry 28, 1922.

2-27-22
Tax & writ paid $2.00
Shff. Butchall 11.05
Pro. Greeley 3.25

Subpoena in Divorce

And now, January 28, 1922, subpoena awarded Returnable the First Monday of March, 1922 (Signed) Thos. J. Prather, P. J.

Writ returned:- And Now Feb. 9, 1922, Served the within writ on the within named respondent Murla G. Brown, on Feb. 8, 1922, at her residence in the city of Titusville, Pa., by handing to her a true and attested copy of the within writ, and making contents of same known to her.

So answers, W. B. Butchall Shff.
Per. O. H. Palmer, Deputy.

And now, March 11, 1922 the respondent by her attorney enters a rule on libellant to furnish a bill of particulars within thirty days after service of notice, or non pros. sec. leg. (See paper filed) Rule issued.

April 15, 1922. Libellants bill of particulars filed, and service of copy accepted by Pro. Atty.

And now, Sept. 7, 1922, On motion in open court, leave is hereby granted A. R. Thompson, Esq. to withdraw his appearance as attorney for libellant in this case (See paper filed)

Per Curiam.

J. Berry Eckles

92

Feby 27 1924 Recd of Roy S. Peters Auditor Twenty Five dollars as costs in this case
V. L. Greeley Pro

In the Matter of the Assignment of The Simplex Manufacturing Company to B. N. Thompson and B. A. Sterling, for the benefit of Creditors.
Entered Jany 30, 1922

| | | $ |
|---|---|---|
| Pro. Greeley | 8-2-23 | 3.00 |
| Adv acct paid us | | 3.00 |
| Pro Greely since | | 10.00 |
| Account use of Co | | 12.00 |

Jany 30, 1922. Petition of Assignees for appointment of appraisers presented to Hon. Thos. J. Prather, P.J. and filed.
Now, Jan. 30, 1922, A.J. Bail and B.L. Ferguson are appointed appraisers as prayed. By Hon. Thos. J. Prather, P.J.
Same day, Certificate of appointment issued.
Feby 27, 1922, Inventory and appraisement filed, amounting to $26,057.69 filed.
Feb 27, 1922, Bond of B.A. Thompson and B.A. Sterling, Assignees, with United States Fidelity and Guaranty Company, of Baltimore, Md., as surety, in the sum of $32,000, approved by Hon. Thos. J. Prather, P.J., and filed.
January 2, 1923. First and Final account of B.N. Thompson and B.A. Sterling, Assignees, filed, and notice issued for publication in Bonneauville Courier, that said account will be finally confirmed on the first Monday of February next unless exceptions thereto be filed in the meantime. Balance due estate, $60,029.89.
Feby 1 1923 Proof of Publication filed. (See papers files)
Feb. 5, 1923. Exceptions by Ralph Beebe and B.L. Ferguson and E.J. Mason of the Depositors Committee of the insolvent Bank of Bonneauville, to Assignees final account in this case filed.
And now, April 23, 1923. Roy S. Peters, Esq. is appointed Auditor to pass upon exceptions to the account of the assignees in the above entitled case. By Hon. Thos. J. Prather, P.J. (See paper filed)
April 30, 1923. Certificate of appointment issued.
And now, August 6, 1923, On motion on part of Assignees in open Court, - the powers of Roy S. Peters, Esq., the Auditor heretofore appointed to pass upon exceptions to the account of the assignee are enlarged, and the said Auditor in addition to the powers heretofore granted him, is authorized and empowered to make distribution of the cash and trade acceptances which have since been reduced to cash in the hands of the said assignees at the date of the said account, to wit, Nov. 6, 1922, among the creditors of the said Simplex Mfg Co and persons entitled thereto after first setting aside an amount sufficient to complete the purchase of the real estate held under contract by said company, by B.N. Thompson, Receiver of said Company, as provided by decree of Court heretofore made. Per Curiam. (See paper filed) Copy issued.
Feb. 4, 1924. Report of Roy S. Peters, Esq., filed in open Court and confirmed nisi. Per Curiam. Same day, Testimony taken before the Auditor filed.

# FEBRUARY TERM, 1922

| | | |
|---|---|---|
| Otto Kohler<br>93 | ✓ J. H. Weller<br>vs.<br>✓ M. E. Metz<br>Issued Janiy 31, 1922<br><br>Tax & Pro. Fs (paid) # 2.50<br>Shff. Cutshall 6.80 | Foreign Attachment in Assumpsit<br>Returnable to next term.<br>Bail to dissolve #500.00<br>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 specially all sums due & owing said defendant by George Wilmier and J. H. Shreves, and all property in their hands Belonging to said defendant, and summon them as garnishees.<br>Writ returned: Served the within writ on the within named George Wilmier, at his residence in Rockdale Township, Crawford County, Pa., on Feb. 1, 1922, by handing to him a true and attested copy of the within writ, and making contents of same known to him; also, at the same time and place, before two credible witnesses, namely, Jay Bartholomew and Floyd Hall, attached all the moneys and notes of whatever nature owing to M. E. Metz. So answers H. B. Cutshall, Sheriff. |

# FEBRUARY A TERM, 1922

| | | |
|---|---|---|
| Otto Kohler<br>94 | James Newsham<br>vs.<br>M. E. Metz<br>Issued Jany 31, 1922<br><br>Tax & Pro. Fs. (paid) $ 2.50<br>Shff. Kutchall 14.80 | Foreign Attachment in Assumpsit,<br>Returnable to next term.<br>Bail to dissolve $1500.00<br>To attach all and singular the goods and chattels, lands and tenements, rights and credits of defendant, in whose hands soever they may be, and summon them as garnishees; and specially attach all sums due or owing to said defendant by George Wilmier, J. H. Shreves, W. H. Turner, Ora Smith, L. S. Jervis, Fred A. Bertram, J. E. & J. L. Hamilton, W. F. Glover, Geo. A. Bertram, W. H. Porter, Fred Sutter, Chas. A. Marske, Thomas Henry, Albert Marske, Wayne Flint, H. E. Roose, Leon Dean, Earl Flaugh, J. W. Herrick, Perry Southworth, G. W. Robbins, C. W. Zilhaver and Spencer Wilcox, and all property in their hands belonging to said defendant, and summon them as garnishees. |

Writ returned: Served the within writ on the within named persons: Wayne Flint, Leon Dean, Earl Flaugh, Fred Sutter, Charles A. Marske, Albert Marske, J. E. Hamilton, & J. L. Hamilton, at their residence in Richmond, Rocadale and Athens Township, Crawford County, Pa., by handing to each of them on Feb. 1, 1922, a true and attested copy of the within writ, and making contents of same known to them; and at same time and place, before two credible witnesses, namely, J. Bartholomew and Floyd Hall, attached all moneys and notes of whatsoever nature belonging or owing to M. E. Metz, defendant. So answers H. B. Kutchall, Sheriff.

# FEBRUARY TERM, 1922

95

O. E. Leiphart
vs.
R. L. Stebbins
Entered Feb. 1, 1922

Pro. Greeley (paid) # 2.25
Pltff on original 3.50

Of No. 127 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 Four hundred Dollars, with interest from Jan. 1, 1922; with Costs.

Debt # 400.00
Int. from Jan. 1, 1922.
Judgment.

St. fr. 191

July 24, 1923. Received satisfaction - V. L. Greeley, Pro
in full of above judgment, debt, interest and costs,
and Prothy will mark same and former entries
in this judgment Satisfied.
O. E. Leiphart

# FEBRUARY TERM, 1922

96

Mrs Ella Leiphart
vs.
R. L. Stebbins
Entered Feb. 1, 1922

Gro. Greeley (paid) # 2.25
Clff. on original 3.50

Of No. 128 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 Fifteen hundred four and 91/100 Dollars, with interest from Jan. 1, 1922; with costs.

Debt # 1504.91
Int. from Jan. 1, 1922

St. fs. 191.

Judgment
V. L. Greeley, Pro.

March 5, 1924. This judgment satisfied. (See paper filed)

# FEBRUARY TERM, 1922

| | | |
|---|---|---|
| Albert L. Thomas<br>97 | Charles W. McMillin<br>vs<br>American Underwriters<br>Company, a corporation<br>Issued Feb. 1, 1922<br><br>Tax + writ (paid) # 2.00<br>Shff. Butshall 10.35<br>Pro. Greeley 3.50<br>Atty 3.00 | Summons in Assumpsit<br>Returnable to next term.<br>Feb. 1, 1922, Affidavit that plaintiffs claim exceeds $300.00 filed.<br>Feb. 1, 1922, Plaintiffs statement of claim filed and copy certified to Sheriff.<br>Writ returned: This summons and statement of claim was served by Sheriff of Dauphin County, Penna, as per return hereto attached. So answers<br>H.B. Butshall, Sheriff.<br>On Trial List for 1st Monday of March, 1922, No. 25.<br>And now, February 24, 1922, On motion of plaintiffs attorney, judgment is entered against defendant and in favor of plaintiff, for want of an appearance and an affidavit of defense, and liquidated at the sum of Nine hundred twenty-eight 35/100 Dollars (See Rule Docket 12 page 563)<br>Debt # 928.35<br>Int. from Feb. 24, 1922<br>Judgment<br>V. L. Greeley, Pro.<br>Corp. p. 142 |

# FEBRUARY TERM, 1922

Albert L. Thomas
98

Jan. 6, 1923
Received from Ps. Greeley
$16.35 in my costs
H. B. Boutshall
Sheriff

V. L. Greeley
vs
American Underwriters
Company, a corporation
Issued Feb. 1, 1922.

| | # |
|---|---|
| Jay twrit (paid) | 2.00 |
| Shff. Boutshall | 10.35 |
| Prd. Greeley | 3.50 |
| Atty | 3.00 |

Summons in Assumpsit
Returnable to next term.
Feb. 1, 1922. Affidavit that plaintiffs claim exceeds $300.00, filed.
Feb. 1, 1922. Plaintiffs statement of claim filed, and copy certified to Sheriff.
Writ returned. This summons and statement was served by Sheriff of Dauphin County, Pa., as per return hereto attached
So answers H. B. Boutshall, Shff.
On Trial List for 1st Monday of March, 1922, No. 26.
And now, February 24, 1922, On motion of plaintiffs attorney, judgment is entered against the defendant in favor of plaintiff, for want of an appearance and an affidavit of defense, and liquidated at the sum of Nine hundred twenty-eight dollars and thirty-five cents.
(See Rule Docket No. 12, page 563.)

Debt # 928.35
Int. from Feb. 24, 1922
Judgment.

Corp page 142.

V. L. Greeley, Prothy.

# FEBRUARY TERM, 1922

Wesley B Best
99

Sept. 25, 1922 Recd from Libellant per Wesley B Best, Esq. her Attorney, $22.10, being Sheriffs and Prothy costs
V.L. Greeley, Pro

Sept 25 - 1922
Rec'd of Pro Greeley twelve & 25/100 Dollars in full of my Costs
H.B. Cutshall
Sheriff
Per O.K.P.

Amelia Lynch
vs.
Frank A. Lynch
Issued Feb. 2, 1922

| | # | |
|---|---|---|
| Tax & writ (Atty'd) | | 2.00 |
| Shff. Cutshall | | 3.00 |
| Shff. Cutshall on alias | | 3.00 |
| Shff. Cutshall on proc | | 6.25 |
| W. Johnson, Master, paid by Lib | | 25.00 |
| Pro Greeley | | 9.85 |
| Atty | 5-2.10 | 3.00 |

Subpoena in Divorce, Returnable to First Monday of March next.

And now, Feb. 2, 1922, subpoena awarded Signed Thos. J. Brather, P.J.

Subpoena returned: And now, March 6, 1922, The within named Frank A. Lynch is not found in my bailiwick.

So answers H.B. Cutshall, Sheriff.

March 11, 1922, Alias subpoena in divorce issued, returnable to first Monday of May nett.

Alias subpoena retd: And now, May 1, 1922, The within named Frank A. Lynch is not found in my bailiwick.

So answers H.B. Cutshall, Shff.

May 2, 1922 Order issued for publication of Sheriffs proclamation, returnable to first Monday of June next.

And now, June 5, 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 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 H.B. Cutshall, Sheriff.

And now, July 3, 1922, W. Johnson, Esq., is appointed Master in this case By Thos. J. Brather, P.J. (See paper filed) Com. issued.

Sept. 8, 1922, Testimony and Report of Master filed.

On Argument List for Sept. Term, 1922, No. 28.

Oct. 18, 1922, After due consideration, a divorce is decreed as prayed, and at the cost of respondent. Per Curiam.

Decree:— And now, to wit: Oct. 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 Amelia Lynch be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Amelia Lynch, the libellant, and the said Frank A. Lynch, 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, 1922

Albert L Thomas

100

John O McClintock
Walter J McClintock 2-9-22

April 19, 1924, Rec'd of V. L. Greeley, Pro. $3.00 Docket fee
Docket, Albert L Thomas Atty for Plff

Samuel J. Bloomingdale, Hiram C. Bloomingdale and Irving J. Bloomingdale, co-partners doing business under the firm name and style of Bloomingdale Brothers, Private Bankers,

vs.

Cash Smith

Issued Feby 3, 1922

| | | |
|---|---|---|
| Tax & writ paid 4-19-24 | # | 2.00 |
| Shff. Kutshall 4-19-24 | | 2.80 |
| Pro. Greeley, pg | | 5.75 |
| Atty | | 3.00 |
| Appeal to S.C. Ord. June 6, 1922 | | 3.00 |
| Pro. D. doc. ent. for S.C. 4-8-24 Paid | | 1.50 |
| Sat | | 2.0 |

Summons in Assumpsit,
Returnable to next term.

Feb. 3, 1922, Affidavit that plaintiffs claim exceeds $300.00 filed.

Feb. 3, 1922, Plaintiffs statement of claim filed

Writ returned: And now, Feb 13, 1922, writ returned. Service of this writ accepted by Walter J. McClintock, Attorney for Cash Smith. So answers, H.B. Kutshall, Shff

March 14, 1922, Affidavit of defense filed and service of same accepted by Plffs. Attorney.

And now, April 24, 1922 Plaintiffs by Attorney, enter a rule for judgment for want of a sufficient affidavit of defense (See paper filed)

And now, April 24, 1922, Plaintiffs by Attorney enter rule upon the defendant to show cause why the counter statement of claim should not be stricken off because it fails to set forth a sufficient cause of action (See paper filed)

On Argt. List for May Tr. 1922, No. 5. May 23, 1922. Argued Ct. V.

June 5, 1922 Amendment to affidavit of defense allowed and filed. Per Curiam. (See paper filed)

June 9, 1922, Motion for judgment for want of a sufficient affidavit of defense on the whole record filed.

Now, April 2, 1923, rule to strike off defendants counter claim is made absolute, rule for judgment for want of sufficient affidavit of defense is made absolute. Per Curiam (See opinion filed)

Same day, judgment liquidated at the sum of Eleven thousand six hundred sixty-three Dollars and thirty-four cents, with costs of suit (See paper filed)

Debt 11663.34
Int. from April 2, 1922
Judgment
Sm. f. 226 V. L. Greeley, Pro.

And now, April 12, 1923, upon praecipe of plaintiffs attorney, judgment is entered against the defts. and in favor of plaintiffs in compliance with the opinion and order of the Court handed down April 2, 1923, in which the rule for judgment for want of a sufficient affidavit of defense was made absolute and rule to strike off counter claim likewise made absolute; and said judgment is liquidated at the sum of Eleven thousand six hundred sixty-three and 34/100 Dollars

Debt 11663.34
Int. from April 2, 1923
Judgment.
Sm. f. 226. V. L. Greeley, Pro

Record continued on page 437

Sur motion of Defts. attorneys:

And now, April 4, 1923, the above and foregoing motion having been presented and read, in Chambers, and it appearing that the judgment was improperly liquidated and entered, it is hereby ordered and the Prothonotary is hereby directed to strike from the record of said case and from the judgment index of this county the judgment by him liquidated and entered, and to remove from the files the said liquidation, without prejudice to plaintiffs. (See paper filed.)

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

April 12, 1923. Praecipe for judgment filed.

— See Margin —

# FEBRUARY TERM, 1922

Otto Kohler
101

Wm J. Fox, use of
vs.
Mary McDill and
Harry L McDill
Entered Feby 4, 1922

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

Of No. 43 - May 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 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 Two hundred fifty Dollars (being balance of debt), being the amount of debt, interest and costs now due on the original judgment.

Dated, Feb. 1, 1922.

Debt # 250.00
Int. from Feb. 1, 1922
Judgment
V. L. Greeley, Prothy.

Mc pages 104 + 105.

Received satisfaction in full of this Judgment
April 25, 1926.

Otto Kohler Atty for Plff.

Roy S Peters

Otto Kohler for Exceptant

102

In the Matter of the assignment of Walter J. Peel to O. D. Hanks, for the benefit of creditors
Entered Feb 6, 1922

| | | |
|---|---|---|
| | Pro. Greeley | $ 3.00 |
| | Pro Greeley since | 5.50 |
| | Acct & adv | 6.50 |
| 5-14-23 | Pro G since paid | 2.50 |

Aug 17 1922 Rec'd of O. D. Hanks assignee Fifteen Dollars cost and adv account
V. L. Greeley Pro

Oct 12, 1922
Rec'd of Pro Greeley for advertising
Tribune Pub Co

And now, to wit, February 6, 1922, On petition of assignee presented in open court, N. D. Cole and J. B. Askey are appointed appraisers to appraise the estate and effects assigned. Per Curiam.
(See petition filed)
Same day, Certificate of appointment issued.
Feb 13, 1922, Inventory and schedule by O. D. Hanks, assignee, filed.
Feb. 13, 1922, Inventory and appraisement, amounting to $23,249.86, filed in open court.
February 23, 1922, Petition of De Laval Separator Company, for release of certain property, presented in open court, and thereupon Rule to show cause granted, Returnable to Monday Feby 27, 1921.
(See paper filed) Per Curiam.
Service of rule accepted by attorney for assignee.

And now, March 6, 1922, On presentation of the foregoing petition by the De Laval Separator Company, praying for an order on O. D. Hanks, assignee of W. J. Lees, to surrender and deliver up certain property in the possession of said assignor, it is ordered that said O. D. Hanks assignee, deliver the various items enumerated in said petition to the petitioner or its agent and that thereupon he be released and discharged from any liability for an accounting to said assignor or his creditors. Per Curiam. (See petition filed) Order issued.
May 1, 1922 Bond of O. D. Hanks, Assignee with O. H Roudebush, W. W. Pease and Roy S. Peters as sureties in the sum of $46,499.72, approved by the court and filed.
Same day, leave granted Roy S. Peters, Esq. to sign foregoing bond Per Curiam
May 1, 1922. Bond of O. D. Hanks, assignee, with United States Fidelity and Guaranty Co. as surety in the sum of Six Thousand Dollars, - on sale of real and personal property, approved by the court and filed.

March 5, 1923, Exceptions by American Agricultural Chemical Co. to the auditors report filed.
March 26, 1923. Exceptions withdrawn by leave of court.
(See paper filed)
May 14, 1923 Petition of Assignee for discharge and release of bond filed in open court.

Aug 17 1922 Final account of O. D. Hanks Assignee filed showing balance due Creditors of $4807.96.
Notice sent to Tribune Republican Returnable first Mon of Sept next
Sept. 1, 1922. Proof of publication of notice of filing account filed
And now, Sept. 5, 1922 Final account of Assignee confirmed finally.
(See paper filed) Per Curiam.
And now, to wit Sept. 5, 1922, On motion in open court, Leland J. Culbertson, Esq. is appointed Auditor, to make distribution of the balance of the funds remaining in the hands of O. D. Hanks, assignee of W. J. Lees, to and among the parties entitled thereto. Per Curiam. (See paper filed)
Same day, Certificate of appointment issued.
March 5, 1923 Auditors report filed in open court and exceptions renewed. Per Curiam.

Record Continued on p. 453

# FEBRUARY A. TERM, 1922

| | | |
|---|---|---|
| O Hare Kent<br>Strahan & Sampson<br><br>103 | Petition of Lubert Wise and Fannie J. Wise, his wife, for the adoption of Herbert Blinton Wise, formerly Francis Russel Bielitz minor child of — Bielitz and Anna Bielitz, his wife.<br>Entered Feb. 6, 1922.<br><br>Pro. Speeley (pd Feb. 9 $3.00 | Feb. 6, 1922. Petition and supporting affidavits, etc. presented in open Court and filed.<br>Decree: And now, February 6, 1922, the within petition with affidavits and consent, presented in open Court and read and duly considered. The Court being satisfied that the welfare of the child, Francis Russell Bielitz will be promoted by the adoption as prayed for in this case; and it appearing further that consent to the adoption has been given the prayer of the foregoing petition has been granted, and it is decreed that the said child, Francis Russell Bielitz, shall assume the name of Herbert Blinton Wise and shall be adopted by Lubert Wise and Fannie J. Wise, husband and wife, and shall have all the rights of a child and heir of said Lubert Wise and Fannie J. Wise, and shall be subject to the duties of such child. Per Curiam.<br>(Signed) Thos. J. Brother, P. J.<br>Feb. 6, 1922 Certified copy of decree issued to petitioners. |

Donald C. Thompson
104

Julia J. Baird
Petitioner.
vs.
Nancy J. Blain and J. W. Blain, her husband, and Margaret Irvine and S. G. Irvine her husband, heirs at law of A. H. Osborn, deceased, respondents.
Entered, Feb. 6, 1922

Pro. Greeley (pd. Apr. 3rd/22) # 3.00
Pro. Greeley since (pd. Apr. 3rd/22) .50

Petition for Rule to bring ejectment for lot on Park Plan in 6th Ward Meadville

Feb. 6, 1922, Petition presented in open Court and filed.

And now, February 6, 1922, upon hearing the within petition, it is directed that testimony be taken to the satisfaction of the Court, thereon; and to that end a rule to show cause why the said petition should not be granted is allowed, returnable to fourth Monday of February next.

Per Curiam.

On Argument List for Feby Term, 1922, No. 15.

Feb. 28, 1922, case heard and order filed.

Order of Court: And now, February 28, 1922, upon presentation of the within petition, and after investigation of the facts alleged and testimony taken, and upon due proofs of the allegations of the foregoing petition, a rule is hereby granted upon the said Nancy J. Blain and Jay W. Blain her husband, and Margaret Irvine and S. G. Irvine, her husband, heirs of A. H. Osborn, deceased, and upon any and all parties claiming or having an interest in or title to the real estate mentioned and described in said petition, by from or under them or either or any of them, and not having been in possession thereof for a period of twenty-one years next preceding this date, to bring his, her or their action of ejectment within six months from the date of the service of this rule upon him, her or them, or show cause why the same cannot be so brought. This rule to be returnable to the first Monday of April, 1922.

And it is further ordered and directed that the service of said rule may be made upon the said parties named, and all parties claiming or having an apparent interest in or title to said real estate, but not having been in possession as aforesaid by publication in one of the newspapers of this County, once a week for six weeks.

Said advertisement and all proceedings hereunder to be in accordance with the acts of assembly in such cases made and provided. Per Curiam. (See petition filed)

The interest of the parties respondent having been properly conveyed to the said petitioner, Julia J. Baird, by deed of record in Deed Book 233, page 84; this case is discontinued.

Dated April 3rd, 1922.

Donald C. Thompson,
Atty. for Petitioner.

# FEBRUARY TERM, 1922

Albert L. Thomas

105

Nov 10 1922 Rec'd Rec'd of F. J. Thomas ~~my~~ and 45/100 Dollars Sheff + Proctys costs V. L. Greeley Pro

Nov. 10. 1922 Received from Pro. Greeley Three & 70/100 dollars ~~my costs~~

H B Kutshall Sheriff

Frank J. Thomas and Paul E. Thomas, co-partners doing business as Thomas & Thomas

vs

John A. Wright

Issued Feby 7, 1922

| | # |
|---|---|
| Tax & writ (paid) | 2.00 |
| Shff. Kutshall | 3.70 |
| Pro. Greeley | 2.50 |
| Atty | 3.00 |

Summons in Assumpsit; Returnable to First Monday of March next.

Feb. 7, 1922 Affidavit that plaintiffs claim exceeds $300.00 filed.

Feb. 7, 1922 Statement of claim filed.

Writ returned: Served the within writ and statement of claim on the within named John A. Wright, on February 7, 1922, at the office of the Meadville Telephone Company, No. 962, Market Street, City of Meadville, Pa., by handing to him a true and attested copy of the within writ, and statement of claim, and making contents of same known to him.

So answers, H. B. Kutshall, Sheriff.

Now, March 7, 1922, On motion of plffs. attorney, judgment is entered against the defendant, John A. Wright, and in favor of Frank J. Thomas and Paul E. Thomas, co-partners doing business as Thomas & Thomas, for want of appearance and for want of an affidavit of defense, and liquidated at the sum of Two thousand and twenty-nine and 87/100 Dollars. (See Rule Docket 12, page 565)

Debt 2029.87

Int. from March 7, 1922

W. page 228

Judgment

V. L. Greeley, Prothy

Nov 10, 1922, received satisfaction in full of this judgment, debt interest & costs.

Thomas & Thomas

By F J Thomas

# FEBRUARY TERM, 1922

J. Guy Eckles

106

In the Matter of the Assignment of R.J. Landman to M.D. Bowman and J.A. Gilmore, for the benefit of creditors Entered Febry 8, 1922

And now, February 8, 1922, On presentation of petition of Assignors, Guy Fuller and Fred Thornton are appointed appraisers to appraise the estate and effects assigned. (See petition filed) Per Curiam.

Same day, Certificate of appointment issued.

March 6, 1922 Inventory and appraisement amounting to $4337.00, filed in open Court.

Sept. 5, 1922, Bond of M.D. Bowman and J.A. Gilmore, assignees, with R.H. Garlick and Sidney Brush as sureties, in the sum of Nine thousand Dollars, approved by the Court and filed.

March 7, 1924 Rec'd of assignees Nine Dollars Costs and adv account U.L. Greeley Pro

| | | |
|---|---|---|
| Pro. Greeley | | 3.00 |
| Pro. G on acct wages 4-10-24 | | 3.50 |
| Adv acct Pd sundry | | 2,50 |
| Pro G since appt of auditor List of liens & Recording of the account paid 12-1-24 | | 5.55 |

Mch 10 1924 Final account of Assignees M.D. Bowman and J.A. Gilmor filed showing balance due Estate of $3,269.75 and Notice issued to Connellsville Courier Returnable First Monday of April next at 10 o'clock a.m.

April 10 1924 Proof of Publication filed.

And now April 10 1924 No Exceptions to the account of Assignees having been filed the same is finally confirmed

U.L. Greeley Prothy.

And now, April 7, 1924, J. E. Bossard, Esq, is appointed Auditor to make distribution of the funds in the hands of the assignees to and among the persons entitled thereto. Per Curiam (See paper filed) Cert. of appointment issued.

Nov. 10, 1924 Auditors report filed in open Court and confirmed nisi. Per Curiam.

Same day, Testimony taken before Auditor filed.

June 7, 1926 Petition for discharge of Assignee filed.

And now, June 7, 1926, upon presentation of the within petition, and due consideration of the same, it is ordered, adjudged and decreed that M.D. Bowman and J.A. Gilmore, Assignees in trust for the creditors of R.J. Landman, be and are hereby discharged from their said trust; and the Prothonotary is directed to enter an exoneretur on their bond, releasing and discharging their sureties from all liability thereunder. Per Curiam. (See paper filed)

J. Perry Eckles
2.02. Pickett

107

Feby 26 1923 Rec'd of J. B. Pickett Ten dollars costs & adv acct
V. L. Greiley Pro

Aug 3 1923 Rec'd of H. C. Kibart auditor Five Dollars on Auditors Report
V. L. Greiley Pro

In the Matter of the assignment of L. D. Borey and Z. M. North co-partners under the firm name of Borey and North to J. Perry Eckels and G. G. Fish for the benefit of Creditors
Entered Feby 8, 1922

Pro. Greiley # 3.00
Pro. Greiley, addl. adv acct

And now, February 8, 1922, Upon presentation of petition of assignees, Reed McKay and Parke Lawrence are appointed appraisers to appraise the estate and effects so assigned, as well as so much thereof, to the value of three hundred dollars, as the assignor may elect to retain. Per Curiam. (See petition filed)
Same day, Certificate of appointment issued.

And now, February 14, 1922.- The appointment of Parke Lawrence is vacated, and L. A. Carl is appointed appraiser in his stead, in accordance with the prayer of the petition. Per Curiam. (See paper filed)
Feb. 16, 1922. Certificate of appointment issued.
April 10, 1922. Inventory and appraisement amounting to $13,512.29, filed.
Now, April 15, 1922, Bond of J. Perry Eckels and G. G. Fish assignees, with United States Fidelity and Guaranty Company as Surety, dated April 14, 1922, in the penal sum of $27,024.58, approved by the Hon. Thomas J. Brather, P. J., and filed.
Oct. 16, 1922 Petition of Assignees for leave to sell real estate at private sale, presented in open Court and filed.
Order of Court: And now, Oct. 16, 1922, Upon presentation of the foregoing petition in open Court, and upon consideration of the same, and it appearing to the Court that sufficient notice of the intended presentation thereof had been given to all the lien creditors affected thereby, and that the assignees had given bond with security as required by law, the Court deems it for the manifest interest of all parties that the real estate described in the foregoing petition be sold for the purpose within set forth; and it is thereby ordered and decreed that a private sale of the real estate described in said petition be made by J. Perry Eckels and G. G. Fish, assignees in trust for the benefit of the Creditors of Borey and North, to Frank S. Snyder, for the price or sum of $550.00, payable as set forth in said petition and with interest on deferred payment as therein stated. And upon the full payment of said purchase price, the said assigns are authorized and directed to make a good and sufficient deed therefor to the said Frank S. Snyder, his heirs and assigns.
(See paper filed) Per Curiam.
Feby 26 1923 Final account filed showing balance due Estate 9,632,22 and notice issued to Conneautville Courier for Confirmation on 3rd Monday of March at 10 o'clock a.m. See paper filed
Mar. 21, 1923. Proof of publication of notice of account filed. (See No. 6 May Ter. 1923)
Mar. 26, 1923 No Exceptions having been filed, the account is confirmed finally. Per Curiam. (See paper filed.)

—Record continued on page 128—

# FEBRUARY TERM, 1922

| | | |
|---|---|---|
| Kohler 2/26/22<br>108<br>b. Victor Johnson | J. Robbins & Son<br>vs<br>U. A. Balizet<br>Entered Feb. 11, 1922 | Appeal by Defts. from Judgment of Jas. D. Roberts, Esq., Alderman On Trial List for 2nd Mon. of Jan. 1923. No. 31 "Improperly on list" Per Curiam Feb. 26, 1922 Statement of Claim filed and service of same accepted by Defts. atty |
| | Tax & entry (pd. by Pltf) 1.50<br>Costs on Transt. (paid by Defts.) 5.60<br>Pro. Greeley, (3-2-23 paid) 2.00<br>atty 3.00 | Now, Mar. 2, 1923 this debt paid and this cause settled with costs,<br>Otto Kohler<br>Atty for Pltff. |

# FEBRUARY TERM, 1922

| | | |
|---|---|---|
| Albert L Thomas (See Statement) 109 & Victor Johnson | Emma V Brown vs. R M Adsit Entered Feb. 11, 1922 | Appeal by Defendant from Judgment of A L Boynton, Alderman. July 3, 1922, Statement of Plaintiffs claim filed, and copy served on Pltffs. atty. July 19, 1922, Affidavit of defense filed, and service of same accepted by plaintiffs attorney. On Fall Trial List, 1922, No. 18. Dec. 4, 1922, Continued by consent. On Trial List for 2nd Mon. of Jan. 1923, No. 33 Jan. 2, 1923 Continued by consent. |
| | Tax & entry (paid by Pltf.) 1.50<br>Costs on Trans. (paid by Pltf.) 12.02<br>Pro. Greeley | |

# FEBRUARY TERM, 1922

| | | |
|---|---|---|
| J. A. Northam 110 | G. W. Peters and Harvey Peters vs Mrs. Kate Brink Entered Feb. 13, 1922. | Appeal by Defts. from Judgment of D. D. Goshorn, Justice of the Peace. |
| | Tax & entry (paid by Defts.) 1.50 | |
| | Costs on Trans. 14.54 | |

# FEBRUARY TERM, 1922

| | | |
|---|---|---|
| 111<br>Thomas v Thomas. | Oakley D Knapp<br>vs.<br>Otto Martinson<br>Entered Feb 13, 1922<br><br>Jay Fentry (pd by Deft) 1.50<br>Costs on Hand 5.85 | Appeal by Deft. from Judgment of Harry L Bail, Justice of the Peace. |

# FEBRUARY TERM, 1922

| | | |
|---|---|---|
| 111½ | In re Annual Report of the County Auditors for the fiscal year ending at 12 o'clock noon on January 3, 1922. Entered March 13, 1923<br><br>Bro. Greeley | March 13, 1923 Auditors report filed in open court |

# MAY TERM, 1922

| | | |
|---|---|---|
| A.S. Richmond | City of Meadville<br>vs<br>L. M. Chamberlain, otherwise Julius L. M. Chamberlain, and Otto Kohler, Executor of the last will and testament of Jennie Stockton Chamberlain, deceased, Owners or reputed owners<br>Issued Feb. 13, 1922<br><br>#<br>Tax writ (Pd. 1/28/22) 2.25<br>Plff on lien 1.25<br>Shff Cutshall 3.00<br>Prs. Greley since .50 | Of No. 2 February Term, 1917, L.&D. Doc.<br>Sci. Fa. sur Municipal Lien filed Feb. 1, 1917, and entered in City Lien Doc. No. 7, page 471; Returnable sec. leg.<br>Feb. 13, 1922 Affidavit of City Solicitor filed.<br>Writ returned: Served the within writ on the within named Julius L. M. Chamberlain, at his residence on North Street, in the City of Meadville, Pa., on Feb. 14, 1922, by handing to him a true and attested copy of the within writ, and making contents of same known to him; also served the within writ on the within named Otto Kohler, at the Court House in the City of Meadville, Pa. on Feb. 15, 1922 by handing to him a true and attested copy of the within writ, and making contents of same known to him.<br>So answers R.S. Cutshall, Sheriff<br>July 15th 1922. Costs & lien satisfied on Cert. paid.<br>A.S. Richmond<br>City Solicitor |

| | | |
|---|---|---|
| W. J. Sirdevan ✓<br><br>2 | Petition of Lynn Throop and Lulu Throop for adoption of Alfred Blaire Mealy, minor child of Twila Marie Mealy.<br>Entered Feby 13, 1922<br>Pro. Greeley (Atty paid) 3.00 | Feb. 13, 1922, Petition with consent and supporting affidavit attached, presented in open Court and filed.<br>Decree: And now, February 13, 1922 upon consideration of the foregoing petition and statements, and upon consent of the Children's Aid Society of Venango County, Auxiliary to the Childrens Aid Society of Western Pennsylvania, and it appearing to the Court thereby that the welfare of the said minor child will be promoted by such adoption, the prayer of the petition is granted, and it is ordered and decreed that the said Alfred Blaire Mealy shall assume the name of Alfred Blaire Throop, and henceforth have all the rights of a child and heir of the said Lynn Throop and Lulu Throop, his wife, and be subject to the duties of such child.<br>Per Curiam.<br>Signed Thos. J. Grather, P.J.<br>Feb 13, 1922, Certified copy of decree issued. |

# MAY TERM, 1922

Arthur L. Bates
3

Albert L. Stevens
2-20-22 2.24

Ransom A. Miller
vs
Erie Railroad
Company.
Issued Feby 14, 1922

| | |
|---|---|
| Tax & writ (atty pd) # | 2.00 |
| Shff Kutchall | 2.60 |
| Pro. Greeley | 25.00 |
| Effie M. Peffers on dep. | 12.93 |
| Jury fee | 4.00 |
| Atty | 3.00 |
| Effie M. Peffers, Comm. (50¢ pd) | .50 |
| | 3.00 |
| Plffs. Bill of costs (1st trial) | 76.75 |
| J. A. Hanka Since | 10.40 |

Summons in Trespass; Returnable to first Monday of March next.

Feb. 14, 1922, Plaintiffs demand for jury trial filed.

Writ returned: Served the within writ on the within named Erie Railroad Co., on Feb. 16, 1922, by handing to A. L. Kline, Supt. of said Company, at his office in the Erie Depot, in the City of Meadville, Pa., a true and attested copy of the within writ, and making contents of same known to him.

So answers R. B. Kutchall, Sheriff.

April 6 1922 Plaintiffs Statement of Claim filed. (See paper filed)

April 18, 1922, Affidavit of defense filed, and service accepted by Plffs. atty.

On Fall Trial List, 1922, No 8.

Nov. 28, 1922, Continued by consent.

March 10, 1923, Received from Arthur L. Bates, Esq. Atty for Plff # 4.00, being jury-fee in this case.
V. L. Greeley, Pro

Dec. 18, 1922, Amendment to Plaintiffs statement of claim allowed by the Court and filed.

On Trial List for 2nd Mon. of Jan. 1923. No. 24

Jan. 17, 1923. Continued, Remanet. Per Curiam.

Feb. 5, 1923. Deposition of Chas. H. Ferer, M.D., a going witness, taken before Miss Effie M. Peffers, N. P. & Stenographer, - by agreement of counsel; filed.

On Trial List for 1st 4th Mondays of March, 1923. No. 5.

And now, March 5, 1923. Jury selected and sworn as follows: 1- K. B. Fuller, 2- George Tulloch, 3- W. H. Garnett, 4- Archie Hill, 5- Miss. Dora Hubbard, 6- John Miller, 7- Grant Nelson 8 Riza Thompson, 9- Harold B. Gibson, 10- Arthur V. Leberman, 11 Don Simons, 12 Mrs. E. W. McNall: twelve good and lawful persons, who upon their solemn oaths which they have taken, say March 8, 1923, they find for the plaintiff in the sum of Twenty-thousand Dollars.

Corp fr. 147.

And now, March 10, 1923, On motion in open court, a rule to show cause why judgment should not be entered N.O.V. is granted and the Stenographer is ordered to transcribe the notes of testimony into longhand and file the same of record. Per Curiam. (See paper filed)

And now, March 10, 1923. Motion on part of dept. for a new trial filed in open court, and rule to show cause granted, with leave to counsel to file additional reasons within ten days after the filing of the charge of the court and notes of testimony. (See paper filed)

Per Curiam.

On Arg. List for May Tr., 1923. No 3. "Contd to 1st Monday of August."

June 25 1923 Testimony and Charge of Court filed

June 26, 1923. Plaintiff's and Defts. points filed.

July 18, 1923. Plff. by atty enters rule to take testimony sur rule for a new trial. (See paper filed)

Jan 15 1924 Recd of Arthur L. Bates atty for Plaintiff Forty three and 53/100 Dollars being Shff Prothy and Effie Peffers costs
V. L. Greeley, Pro.

Jan. 15, 1924
Received $2.60 my costs from Pro. Greeley
R. B. Kutchall Sheff

Jany 17-1924 Rec'd of Pro Greeley $15.93 my costs. Effie M. Peffers

Jan 26. 1924 Recd of A. L. Bates atty Twenty and 78/100 Dollars my costs in this case
J. A. Hanka

Record continued on page 440

4

S. M. Donor
vs.
J. W. Miller
Entered Feb. 15, 1922.

Pro. Greeley Fee paid by Plff $2.25

Of No. 137 February Term, 1917.
Amicable Scire Facias sur Judgment.

It is agreed That the Prothonotary of said Court enter an Amicable Scire Facias on 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 seventy-six and 25/100 Dollars, being the amount of debt and costs now due on the original judgment, with interest from April 14, 1921.

Debt $176.25
Int. from April 14, 1921.

M. R. 190.

Judgment.
V. L. Greeley, Prothy.

Nov. 1, 1923. The above judgment assigned by Fred Donor, Administrator of of the estate of S. M. Donor, deceased, to S. M. Merchant. (See paper filed April 13, 1925.)

April 13, 1925, The above judgment satisfied. (See paper filed)

# MAY TERM, 1922

Albert L Thomas
5
J. A. Northam
H. B. Cutshall,
Garnishee June 22, 1922

Albert J. Patton
vs.
C L Sanford and
H B Cutshall
Garnishee.
Issued Feb. 15, 1922

| | # |
|---|---|
| Tax & writ | 2.25 |
| Coroner Byham | 4.50 |
| Pris. Greeley, | 3.00 |
| Atty. for Garnishee | $20.00 |
| Atty | 3.00 |

Foreign Attachment in Assumpsit, Returnable to next Term
Bail to dissolve, $500.00

Writ returned: I, William E. Byham, Coroner in and for the County of Crawford, to whom the within writ was directed, hereby declare that I made service of the same upon H.B. Cutshall Garnishee by giving to him a true and attested copy thereof, and at the same time I then and there declared in the presence of one or more credible persons of the City of Meadville that I attached in his hands as garnishee, the goods, effects, moneys and property belonging to the defendant C.L. Sanford, such service being made on the third day of May, 1922. No service was made upon the defendant C.L. Sanford, for the reason that he could not be found within my jurisdiction. So answers W. E. Byham, Coroner

June 21, 1922 Interrogatories to Garnishee filed.

Same day, Rule on Garnishee to answer within ten days from service of said rule upon him.

Same day, F. C. Kiebort makes affidavit of service of rule and interrogatories upon garnishee.

June 26, 1922, Petition of Garnishee to quash writ of Foreign Attachment, presented to Hon. Thos. J. Prather, P.J., and filed

"June 26, 1922, Rule to show cause granted, Returnable to First Monday of Aug. 1922, at 10 A.M. Proceedings stayed in meantime." (Signed) Thos J. Prather, P.J.

On Argument List for Sept. Term, 1922, No. 2. "Contd.

Order:- Now, Jan. the 2nd, 1923, rule to quash writ of foreign attachment is made absolute, and attorneys fee for Garnishee is fixed at $20., to be paid out of the fund. Per Curiam
(See opinion of Court filed)

B. B. Bickett

6

Feby 26 1923 Recd of B. B. Bickett Ten Dollars costs and add'l account
V. L. Greeley, Pro

Aug 3 1923 Recd Four Dollars costs on Auditors Report
V. L. Greeley Pro

In the Matter of the assignment of
L. D. Lorey
to
J. Berry Eckels and G. G. Fish, for the benefit of creditors.
Entered Feby 16, 1922.

| | # |
|---|---|
| Pro. Speeley | 3.00 |
| Pro. Speeley, add'l adv. acct | |

Now, February 14, 1922, upon presentation of petition of assignees, C. A. Barr and Reed McKay are appointed appraisers as prayed for. By Hon. Thos. J. Grather, P. J.
(See petition filed)

Feby 16, 1922, Certificate of appointment issued.

April 10, 1922. Inventory and appraisement amounting to #775.00, filed.

April 15, 1922. Bond of J. Berry Eckels and G. G. Fish, assignees, with United States Fidelity and Guaranty Co. as surety, in the sum of #1550.00, approved by Hon. Thos. J. Grather, P. J., and filed.

Oct. 16, 1922 Petition of Assignees to make public sale of real estate, filed.

Order of Court: And now, October 16, 1922, upon presentation of the foregoing petition in open court, and upon consideration of the same, and it appearing to the Court that sufficient notice of the intended presentation thereof had been given to all of the lien creditors affected thereby, and that the assignees had given bond with surety as required by law, to cover the interest mentioned in Item 1 of Schedule A, the Court deems it to the manifest interest of all parties that the real estate described in the foregoing petition be sold; and it is hereby ordered and decreed that the said assignees, J. Berry Eckels and G. G. Fish be authorized and empowered to make public sale of all of said real estate, and upon confirmation of the sale and upon payment of the purchase money to convey the same to the purchaser or purchasers by good and sufficient deed. The said assignees to give an additional bond to be approved by this Court, in double the sale price of Items Nos. 2 and 3 of the real estate mentioned in Schedule A, before the sale of said property shall be confirmed by the Court. Notice of the sale to be given in accordance with the provisions of the act of Assembly. Said sale to be held in the main corridor of the Court-house, Meadville, Pa. Terms of sale, ten per cent of the purchase-money to be paid when the property is struck down, balance on confirmation of sale by the Court. Returnable the 4th Monday of November, 1922.
(See petition filed) Per Curiam.

Record continued on page 423

Dec. 4, 1922 Return of sale of real estate presented in open Court and filed. Piece No. 1, was sold to Charles S. Gehr for #1005.00; piece No. 2 was sold to Carrie B. McCoy for #11.00 (subject to a mortgage for #800) and piece No. 3 was sold to Crawford County Trust Co. for #10.00 (subject to a mortgage for #900).

Now, Dec. 4, 1922, the within sale is confirmed nisi and if no exceptions are filed within ten days the said confirmation to

B.B. Pickett

v

In the matter of the assignment of Z. M. North to J. Berry Eckels and G. G. Fish, for the benefit of creditors. Entered Feb. 16, 1922.

Pro. Greeley $ 3.00
Pro. Greeley, Addl advocat

And now, February 14, 1922, upon presentation of petition of assignees, C. A. Carr and Reed McKay are appointed appraisers as prayed for.
By Hon. Thos. J. Brother, P. J.
(See petition filed)

Feb. 16, 1922, Certificate of appointment issued.

April 10, 1922 Inventory and appraisement, amounting to $1,000.00, filed.

April 15, 1922 Bond of J. Berry Eckels and G. G. Fish, Assignees, with United States Fidelity and Guaranty Company as surety, approved by Thos. J. Brother, P. J., and filed.

Oct. 16, 1922 Petition of assignees to make public sale of real estate filed.

Order of Court: And now, October 16, 1922, upon presentation of the foregoing petition in open court, and upon consideration of the same, and it appearing to the Court that sufficient notice of the intended presentation thereof had been given to all of the lien creditors affected thereby, and that the assignee had given bond with surety, as required by law, the court deems it to the manifest interest of all parties that the real estate described in the foregoing petition be sold; and it is hereby ordered and decreed, that the said assignees, J. Berry Eckels and G. G. Fish, be authorized and empowered to make public sale of said real estate; and upon confirmation of the sales and upon payment of the purchase money, to convey the same to the purchaser by good and sufficient deed. Notice of the sale to be given in accordance with the act of Assembly. Said sale to be held in the main corridor of the Court-house, Meadville, Pa., Terms of sale: Ten per cent of the purchase money to be paid when the property is struck down, balance on confirmation of sale by the Court.
Returnable the 4th Monday of November, 1922
(See petition filed) Per Curiam

Dec. 4, 1922 Return of sale of real estate presented in open Court and filed. Real estate was sold on Nov. 23, 1922, to R. A. Gehr, for $400.00

Now, Dec. 4, 1922, the within sale is confirmed nisi and if no exceptions are filed within ten days the said confirmation to become absolute and thereupon said assignees are authorized to execute and deliver to the said purchaser deed for said real estate upon receiving the balance of purchase money. Per Curiam. (See back of return)

Feb. 26-1923. Final account filed and Notice issued to Crawford Courier for Confirmation 3rd Monday of March at 10 o'clock am See Fafa filed
Balance due Estate 776.58

Feby 26 1923 Rec'd of B.B. Pickett Ten Dollars cost & add'l account
V. L. Greeley Pro

Aug 3 1923 Rec'd two and 50/100 Dollars on Auditors Report
V. L. Greeley Pro

Record continued on page 429

# MAY TERM, 1922

Leland J. Culbertson
&

Alfred Joliet
vs
Joseph P. Armstrong
Issued Feby. 16, 1922

| | # |
|---|---|
| Pro. Greeley | 2.00 |
| Shff. Butshall | 2.60 |
| Pro. Greeley | 1.25 |
| Atty. Brief May 16-1925 Pfft. | 3.00 |

Of No 301 May Term, 1915
Scire Facias to revive and continue the lien of the above judgment,
Returnable to next term. A.p. 91.
March 18, 1922, Waiver of service and confession of judgment 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 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-five and 25/00 Dollars, being the amount of debt, interest and costs now due on the original judgment."

| | # |
|---|---|
| Debt | 125.25 |
| Int. from March 23, 1922 | |
| Judgment | |

V. L. Greeley Prothy.

May 16 1925 Rec'd of Deft Nine and 10/100 Dollars as costs
V. L. Greeley Pro

May 16 1925
Received from Pro. Greeley
$2.60 my costs
H. B. Butshall Sheriff

A. page 91.

Writ returned: May 8, 1922, Nihil habet as to Joseph P. Armstrong, as he is not found in my bailiwick.
So answers, H. B. Butshall, Sheriff.

May 16 1925 Rec'd satisfaction in full debt interest and costs on above judgment
Alfred Joliet.

# MAY TERM, 1922

S R Miller
9

Alice Cummings
vs.
Sarah L Kelso and
L H Kelso
Issued Feb. 17, 1922

| | |
|---|---|
| Tax + writ ($2.00 paid) | $ 2.25 |
| Rec. Boswell | .50 |
| Shff. Batchall | 3.00 |
| Shff. Batchall on alias | 3.00 |
| Pro. Greeley | 3.50 |
| Atty. | 3.00 |

Sci. Fa. sur Mortgage recorded in the Recorders office of Crawford County in Mortgage-book No 75, at page 461, Returnable to First Monday of March, 1922

Feb. 17, 1922, Affidavit as to title to land filed.

Writ returned: March 6, 1922 the within named Sarah L. Kelso and L. H. Kelso are not found in my bailiwick.
So answers A. B. Batchall, Sheriff

March 6, 1922, Alias Sci. Fa. issued, returnable first Monday of April next.

Alias writ returned: April 3, 1922, Nihil habet as to Sarah L. Kelso and L. H. Kelso, as they are not found in my bailiwick. So answers A. B. Batchall, Shff.

And now, April 3, 1922, 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 liquidated at the sum of Two hundred forty-one and 29/100 Dollars (See paper filed)

| | |
|---|---|
| | $ |
| Debt | 241.29 |
| Interest from April 3, 1922 | |
| Judgment. | |

V. L. Greeley, Prothy.

K. pp. 46 & 103.

Lev. Fac. to No. 38 May Term, 1922

Curtis L. Webb
Robert B. Elliott

10

Otto A Lotz
for Meadville Theatres
Corporation.

Logan Lumber Company,
a corporation of Pennsylvania.

vs

F. B. Danner, Deft.
and Meadville Theatres
Corporation, a Pennsylvania corporation,
Garnishee.
Issued Feb. 20, 1922.

| | $ |
|---|---|
| Tax & writ (paid) | 2.50 |
| Shff Butchall | 3.70 |

Of No. 151 February Term, 1922.
Attachment Execution. Returnable to first Monday of March next.

To attach all and singular the goods and chattels, moneys and property belonging to the defendant wheresoever found, and especially in the hands of the Meadville Theatres Corporation, a Pennsylvania Corporation, and summon it as garnishee.

Writ returned. Served the within writ on the within named Meadville Theatres Corporation, by handing to L. L. Lord, Treasurer of said corporation on Feb 23, 1922, at his office on Race Street, City of Meadville, Pa., a true and attested copy of the within writ, and making contents of same known to him.

Served the within writ on the within named F. B. Danner on March 2, 1922, on Chestnut Street, City of Meadville, Pa., by handing to him a true and attested copy of the within writ, and making contents of same known to him. So answers H. B. Butchall, Sheriff.

# MAY TERM, 1922

Donald L. Thompson

11

Petition of Esther Stenberg for Inquisition in Lunacy as to Alfred Stenberg her husband, of the City of Titusville
Entered Feb 20, 1922

| | | |
|---|---|---|
| Pro. Greeley | 4-24-22 paid | $ 3.00 |
| Comr. Bordwell | | 25.00 |
| Shff. Muir, | | 4.00 |
| Jurors, (use of Bordwell) | | 19.80 |
| Petitioner's Atty | | 15.00 |
| | | 4.25 |

Feb. 20, 1922, Petition and supporting affidavits presented in open court and filed. St. p. 145

And now, February 20, 1922, L. E. Bordwell, Esq., is appointed Commissioner under the prayer of the within petition; Returnable to first Monday of April next. At least six days notice of these proceedings to be given Carl Stenberg, son and only child. Per Curiam.

Same day; Commission issued.

April 3, 1922. Return of inquisition filed in open court and confirmed.

Per Curiam.

The inquest find: "That the said Alfred Stenberg is a lunatic at the time of taking this inquisition and has been for 11 years and upwards without lucid intervals." For further findings as to property, next of kin, etc, see return filed.

And now, April 3, 1922, On motion in open court, the report of the Commissioner in Lunacy as filed is confirmed; the fees of said Commissioner are fixed at $25.00; the fees of petitioner's counsel are fixed at $15.00; Robert A. Kerr, Esq., is appointed Committee of the said lunatic Alfred Stenberg; to give bond in the sum of $300.00. Per Curiam. (See paper filed)

April 28, 1922. Receipts for costs to return of Inquisition filed.

May 1, 1922, Bond of Robert A. Kerr, Committee, with O. W. Samuelson as surety, in the sum of $300.00, approved by the Court and filed.

# MAY TERM, 1922

Albert L. Thomas
12

April 28 1922 Rec'd of Peff by atty Fifteen Dollars Shff & Prothy costs
U. L. Greeley Pro

April 28 1922 Rec'd of Pro Greeley Five and 65/100 Dollars my costs
W. B. Kaltshall
Sheriff

Helen Isadore Shorts
vs.
George Albert Shorts
Issued, Feb. 20, 1922
#

| | |
|---|---|
| Tax & writ | 2.00 |
| Shff. Kaltshall | 5.65 |
| Pro. Greeley | 7.35 |
| Atty | 3.00 |
| Roy S. Peters, Master pd | 25.00 |

Subpoena in Divorce

And now, February 20, 1922, subpoena awarded, returnable to first Monday of April next.

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

Subpoena returned: Served the within writ on the within named George Albert Shorts on March 1, 1922, at his residence in Richmond Township, Crawford County, Pa., by handing to him a true and attested copy of the within writ, and making contents of same known to him. So answers, W. B. Kaltshall, Shff.

And now, April 7, 1922, Roy S. Peters, Esq. is appointed Master in this case.

By Hon. Thos. J. Prather, P. J.

(See paper filed) Com. issued.

April 20 1922 Testimony on part of Libellant and report of Master filed

On Argument List for May Term, 1922. No. 25.

June 15, 1922, After due consideration, a decreed at cost of respondent. Per Curiam

And now, to-wit: June 15. 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 Helen Isadore Shorts be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Helen Isadore Shorts the libellant and the said George Albert Shorts 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

# MAY TERM, 1922

| | | |
|---|---|---|
| Leland J. Culbertson | The Federal Land Bank of Baltimore, Md. | Scire Facias sur Mortgage recorded in Mortgage Book Vol. 102, page 74; Returnable to first Monday of March next. |
| 13 | vs | Feb. 22, 1922, Affidavit as to title to land and amount of claim filed. |
| | Walter J. Bees, Mortgagor, with notice to O. D. Hanks, Assignee for benefit of creditors. | Writ returned: Served the within writ on the within named O. D. Hanks on Feby 24, 1922, at 941 Park Avenue, City of Meadville, Pa. by handing to him a true and attested copy of the within writ and making contents of same known to him. Served the within writ on the within named Walter J. Bees, on Feb. 25, 1922, at the Sheriffs Office in the Court-house, City of Meadville Pa., by handing to him a true and attested copy of the within writ, and making contents of same known to him. So answers A. B. Crutchall, Sheriff. |
| | Issued Feb. 22, 1922 | |
| | Tax & writ (Atty pd) # 2.25 | |
| | Rec. Boswell .50 | |
| | Sheff Crutchall 4.00 | |
| | Pro. Greeley 3.50 | |
| | Atty 3.00 | |
| | 13.25 | |

And now, March 15, 1922, On motion of plaintiffs attorney, judgment is entered in above stated case against the said Walter J. Bees, mortgagor, with notice to O. D. Hanks, assignee, in favor of the plaintiff, The Federal Land Bank of Baltimore, Maryland, for want of an appearance and for want of an affidavit of defense, and same liquidated at the sum of Five thousand six hundred fifty-four and 66/100 Dollars, with interest and costs of suit (See Rule Doc. 12, page 566)

Debt # 5654.66

Int. from March 15, 1922

Pf. p. 160. Ha. p. 189. Judgment

V. L. Greeley, Prothy.

Lev. Fac. to No. 32 May Term, 1922.

May 16, 1922, The above judgment satisfied. (See return and receipt of plaintiffs attorney on Lev. Fac.)

Roy S Peters

Wesley B. Best 4-3-22 v.c.s.

v David D. Dearborn

vs

Gertrude Dearborn

Issued Feb. 23, 1922,

| | |
|---|---|
| Tax + writ (atty pd) | $ 2.00 |
| Shff, Leitchall | 2.95 |
| Pro. Greeley | 2.50 |
| Atty. | 3.00 |

Jan 8th 1924 Received mg costs two & 97/100 dollars from Roy Peters atty

H.B. Leitchall
o.k.p. Sheriff

Subpoena in Divorce.

And now, Feb. 23, 1922, subpoena awarded Returnable to First Monday of April next

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

Subpoena returned: Served the within writ on the within named Gertrude Dearborn, at the home of her parents, Frank Echenor and wife, in West Mead Township, Crawford County, Penna., on Feby 23, 1922, by handing to her a true and attested copy of the writ, and making contents of same known to her.

So answers H.B. Leitchall, Sheriff

And now, March 13, 1922, Upon consideration of petition of respondent, presented in open Court, a rule is granted on libellant to show cause why an order should not be made requiring him to pay respondent the sum of Dollars for her support and that of her child during the pendency of said action, and also the sum of Dollars for counsel fees necessary to contest said action; Returnable to first Monday of May next.

(See paper filed) Per Curiam.

March 20, 1922. Service of rule accepted by Roy S Peters, Esq., Atty for libellant.

Now, July 31, 1922, In consideration of within, the libellant is ordered to pay respondent for attorney fees $30.00. All proceedings thereunder stayed in the meantime. Said order is subject to modification as to amount during the prosecution of the case, upon its determination. Per Curiam. (See back of petition of Mch 13/22)

# MAY TERM, 1922

| | | |
|---|---|---|
| John O & Walter J McClintock<br>15 | A W Lankfield<br>vs<br>Mrs Mary Lewis<br>Entered Feb. 23, 1922<br><br>Geo. Greeley (atty pd) 2.25<br>Atty 3.00 | Of No. 282 May Term, 1914<br>Amicable Scire Facias sur Judgment<br>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 Fifty-nine and 36/100 Dollars, being the amount of debt, interest attorneys commissions and costs now due on the original judgment.<br>Debt # 59.36<br>Int. from Feb. 16, 1922.<br>L. page 23<br>Judgment.<br>V. L. Greeley, Pro |

Oct 6 1924 Release of lien granted by Plaintiff on above judgment on lot situate in Cambridge Springs Pa for description. (See paper filed.)

Jany 17. 1925, Rec'd from Deft. by hand of A. J. Moser, Esq. Sheriff, Five 49/100 Dollars, in satisfaction of this Judgment, debt, interest and costs.

John O. Walter J McClintock
Attys for plaintiff.

# MAY TERM, 1922

John A. Northam
vs
Victor Johnson
160
Clearfield 3/1/22

March 27, 1922
Received $11.40 my costs on this writ
H B Leitzhall
Sheriff

C. A. Bentley
vs.
Edward Wheeler
Issued Feb. 24, 1922

| | | |
|---|---|---|
| Tax & Prothy. (Sheff. paid) | $ | 3.00 |
| Sheff. Leitzhall (paid) | | 11.40 |

Replevin for one black horse, 8 years old, 1 sorrel horse, 6 years old, and 1 set double harness, of the value of $400. Returnable to next term.

February 24, 1922. Affidavit as to value of property filed.

Febry 24, 1922, Bond of Plff., with C. Victor Johnson as surety, in the sum of $800.00, approved and filed.

Writ returned: And now, March 27, 1922, writ returned:- Served the within writ on the within named defendant, Edward Wheeler, in Beaver Township, Crawford County, Penna, by handing to him a true and attested copy of the writ, and making contents of same known to him. The defendant failing to file bond, the property within mentioned was delivered to the plaintiff.

So answers H B Leitzhall, Sheff

# MAY TERM, 1922

| | | |
|---|---|---|
| O. Blare Kent<br>17<br>Service on McNeal 4-14-22<br>Insley R. Beck v.l.g. | ← Ross Ainto<br>vs.<br>Camden Fire Insurance Association of Camden, New Jersey.<br>Issued Feb 27, 1922<br><br>Tax & writ (Atty pd) 2.00<br>Shff Butshall 3.70 | Summons in Assumpsit; Returnable to next term.<br>Feb. 27, 1922, Plaintiffs statement of claim filed.<br>Writ returned: Served the within writ and statement of claim on the within named Camden Fire Insurance Association of Camden, New Jersey, by handing to E. A. Hempstead, Agent for said association on Feb. 27, 1922, at the Court-house in the City of Meadville, Pa., a true and attested copy of the within writ and statement of claim and making same known to him. So answers, A. B. Butshall, Sheriff.<br>May 1, 1922. Affidavit of defense filed. |

| | | |
|---|---|---|
| 18 | ✓ Willard C. Waid<br>vs<br>✓ Sam Hunter<br>Entered Feby 27, 1922<br>Pro. Sheeley (Plff. paid) # 2.25 | Of No. 180 February Term, 1917<br>Amicable Scire Facias sur Judgment<br>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 sixty-two and 84/100 Dollars, being the amount of debt, interest and costs now due on the original judgment<br>Debt # 262.84<br>Int. from Feby 27, 1922<br>Judgment<br>W. L. Sheeley, Pro<br>Ex. page 111 |

Oct. 13, 1922. Received satisfaction in full of above judgment, debt, interest and costs.

Willard C. Waid.

# MAY TERM, 1922

Thomas & Thomas

Sept 15 1922 Rec'd of Frank W. Jackson assignee One hundred Eighteen Dollars for Recording account filed Sept 14/22
V. L. Greeley Pro

Dec 15 1923 Rec'd of Frank W. Jackson assignee seventy five dollars to apply on Auditors partial account filed.
V. L. Greeley Pro

Jan. 16, 1923 Rec'd from F. W. Jackson Assignee of Bank per T & T. 30.00 to apply on costs re Snider petition.
V. L. Greeley, Pro.

Jan. 16, 1923. Received from Frank W. Jackson, Assignee $55.00 being $43.00 for filing, advertising recording 2d partial accounts & 12.00 for Publishers charges.
V. L. Greeley, Pro.

In the matter of the assignment of Paul Sturtevant, J. J. Snodgrass and Emmett T. Baird doing business as the Bank of Bonneauville and individually, to Frank W. Jackson, in trust for the benefit of the creditors of the said parties.
Entered Feby 27, 1922.

| | |
|---|---|
| Pro. Greeley | $ 3.00 |
| Pro. Greeley since | 10650 |
| Sumn. Mrs. Bartholomew | 6.20 |
| Pro. Gr. appeal (rec'd by appellant Jan 6/24) | 3.00 |
| Pro. Gr. doc. sent for S.C. | 2.00 |
| Atty in S.C. | 3.00 |
| Printing paper book use of E. L. Stone | 2.2.75 |
| Pro Guise & Co | 7.50 |
| Pro Guise & Co acct | 80.00 |

And now, February 27, 1922 Upon presentation of petition of Assignee in open Court, Lee J. Stevens and Otis L. Quinby are appointed appraisers as prayed for (Signed) Thos. J. Prather, P. J.
Same day, Certificate of appointment issued.
February 27, 1922. Inventory of the estate of the assignors filed in open Court.
March 9, 1922. Appraisment of the properties of Assignors filed in open Court, a summary thereof being stated by the appraisers as follows, to wit:—

Bank of Bonneauville:

| | |
|---|---|
| Banking House & Furniture & Fixtures, | $ 12,500.00 |
| Stocks & Bonds, | 20,350.00 |
| Bills Receivable | 163,210.54 |
| Accounts Receivable | .00 |
| Bank Balances and Cash | 49,074.17 |
| Miscellaneous Account | .00 |
| Taxes & Expense | .00 |
| Overdrafts | 4,113.87 |
| Total, | $ 249,248.58 |

| | | |
|---|---|---|
| Estate of Paul Sturtevant | RE $ 3000.00 PE 266237.15 | 269,237.15 |
| Estate of J. J. Snodgrass, | RE $ 5300.00 PE 8,053.75 | 13,353.75 |
| Estate of Emmett T. Baird | RE 7,500.00 PE 1,310.00 | 8,810.00 |

(See paper filed)
April 3, 1922. Four several bonds of Assignee each dated March 31, 1922, approved by the Court and filed; to wit:—
1. Bond of Frank W. Jackson, Assignee of Paul Sturtevant, with Crawford County Trust Company as surety, in the sum of $ 38,474.30;
2. Bond of Frank W. Jackson, Assignee of Judson J. Snodgrass, with Crawford County Trust Company as surety, in the sum of $ 26,707.50;
3. Bond of Frank W. Jackson, Assignee of Emmett T. Baird, with Crawford County Trust Company as surety, in the sum of $ 17,620.00; and
4. Bond of Frank W. Jackson, Assignee of Paul Sturtevant, Judson J. Snodgrass and Emmett T. Baird, doing business as the Bank of Bonneauville, with Crawford County Trust Company as surety, in the sum of $ 498,497.16.

April 3, 1922 Petition of Assignee for authority to make private sale of a piece of land of Assignor Judson J. Snodgrass in the Boro. of Bonneauville, lying between the east line of the right of way of the Bessemer Railroad and Water Street, presented in open Court and filed.
And now, April 3, 1922, Upon due consideration of the foregoing petition, the Court is of opinion that it is for the manifest interests of all parties that the within described property be sold for the purposes

Record continued on page 585. 517

# MAY TERM, 1922

20

Petition of H.B. Kutshall, Sheriff of Crawford County, for appointment of H.K. Logan as Special Deputy Sheriff on the Erie Railroad Property in this county.
Entered Feb. 28, 1922

Pro. Greeley (paid mch/22) 1.50

And now, February 28, 1922, the above appointment of H.K. Logan as special deputy Sheriff on the Erie Railroad Property in Crawford County is hereby approved
Signed Thos. J. Prather, P.J.
Same day, Oath of Office, taken before James D. Roberts, Alderman, filed, and Certificate of appointment issued

# MAY TERM, 1922

W. J. Sirdevan

21

May 8 1922 Rec'd of Sheriff by atty Eight and 35/100 Dollars Shff + Prothy costs.
V. L. Greeley Esq

May 8. 1922
Received my costs from Geo. Greeley $1.00
H Blackshall
Sheriff

Matilda Mary Hollenbeck

vs

Ward Leo Hollenbeck

Issued March 3, 1922

| | |
|---|---|
| Jay + writ (Atty paid) # | 2.00 |
| Shff. Blackshall | 1.00 |
| Chas B. Stegner, Master | 25.00 |
| Geo. Greeley | 7.35 |
| Atty | 3.00 |

Subpoena in Divorce

And now, March 3, 1922, Subpoena awarded, Returnable 1st Monday of April, 1922
by Thos. J. Grather, P. J.

Writ returned.

"State of Pennsylvania }
"County of Crawford } ss:

D. M. Stevens, being duly sworn according to law, deposes and says that he is a guard at Allegheny County Work house, and resides in the County of Allegheny; that on the 17th day of March, 1922, at the Allegheny County Workhouse, deponent served the within subpoena upon Ward Leo Hollenbeck, the respondent above named, 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." (Signed) D. M. Stevens.

"Sworn & subscribed before me this 17th day of March, 1922"
(See Sub. in Divorce) (Signed) "Robt. R. Chalmers, Notary Public"

And now, April 3, 1922 Chas. B. Stegner, Esq. is appointed Master in this case. Per Curiam. (See paper filed) Com. issued.

April 24 1922 Testimony and report of Master filed.

On Argument List for May Term, 1922, No. 26.

June 15, 1922. After due consideration, a divorce is decreed as prayed and at cost of respondent. Per Curiam.

And now, to-wit: June 15. 1922 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 Matilda Mary Hollenbeck be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Matilda Mary Hollenbeck the libellant and the said Ward Leo Hollenbeck 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

# MAY TERM, 1922

| | | |
|---|---|---|
| Leland J. Culbertson<br>22 | Agnes M. Johnstone<br>vs.<br>Adam Johnstone<br>Issued March 3, 1922.<br><br>Taxt wrk # 2.00<br>Shff. Gutshall 1.85 | Subpoena in Divorce.<br>And now, March 3, 1922, subpoena awarded, Returnable to first Monday of April, 1922<br>(Signed) Thos. J. Grather, PJ<br>Subpoena ptd: April 3, 1922, The within named Adam Johnston is not found in my bailiwick. So answers<br>A.B. Gutshall, Sheriff. |

# MAY TERM, 1922

| | | |
|---|---|---|
| 23 | In re Crawford County Law Library: Annual Report of Committee for the Year 1921. Entered March 4, 1922 | March 4, 1922 Report filed and order made as follows: Now, March 4, 1922, The County Commissioners of Crawford County are directed to appropriate and set apart and pay unto the Law Library through its proper officers for its support and maintenance for the year 1922, the sum of Nine hundred Dollars ($900). Thos. J. Prather, P.J. March 4, 1922, Copy of order issued. |
| | Pro. Greeley 2.00 | |

24

Webb & Fuller
vs.
A. S. Delavergn
Entered March 6, 1922

Pro. Greeley 5-13-25 paid 2.25
Clffs. on Orig. 1.25

Of No. 322 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 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 Forty Dollars, being the amount of debt interest and costs now due on the original judgment.

Debt $ 140.00
Int. from July 19, 1921

Judgment
V. L. Greeley, Prs.

D.J. 126

May 13 1925 — The above judgment satisfied of record. (See paper filed.)

# MAY TERM, 1922

25

Emily Charlton
vs.
L. B. Flaugh
Entered March 6, 1922

Pro. Greeley (pd by Pft) 2.25

Of No. 323 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 Fifteen hundred Dollars, being the debt now due on the original judgment.

Debt $1500.00
Int. from Oct. 18, 1921

F. fb. 103.

Judgment
D. L. Greeley, Pro.

April 25 1927 Recd satisfaction of above Judgment by a new note filed at no 421 Feby Term 1927

Emily Charlton
By A L Charlton

# MAY TERM, 1922

| | | |
|---|---|---|
| O. Blare Kent<br><br>26 | Petition of County Commissioners for opening of Ballot Box of West Shenango Township.<br>Entered March 6, 1922<br><br>Geo. Greeley $2.00 | Order of Court<br>Now, March 6, 1922, upon presentation of the foregoing petition and after due consideration thereof, it is hereby ordered that the ballot box for West Shenango Township be opened and that the Registration List be removed therefrom by the said D. A. Marvin, Justice of the Peace and custodian of said Ballot Box and by him delivered to the Assessor of said Township, and for so doing this shall be his warrant of authority. Thos. J. Prather<br>(Signed) Judge of the Court of Common<br>(See paper filed) Pleas of Crawford County, Pa<br>Same day, Two certified copies of order issued |

# MAY TERM, 1922

Fd b. Victor Johnson

27

May 5 1922 Rec'd of Sheffs atty Thirty nine and 55/100 Dollars Shff & Poetups Costs V. L. Greeley Pro

May 5 1922 Receive from Pro. Greeley my costs 4.55 H B Hendshall Sheriff

Petition of Flora E. Skelton for Satisfaction of mortgage given by Frederick Way to John W. Skelton, and recorded in Mortgage book R. page 639 & 640. Entered March 6, 1922

| | |
|---|---|
| Pro. Greeley | 5.00 |
| Shff. Hutchsall | 34.55 |

March 6, 1922. Presented in open Court and filed.

And now, this 6th day of March, A.D. 1922, upon consideration of the foregoing petition, and on motion of B. Victor Johnson, Esq. for petitioner, it is ordered and decreed that the High Sheriff of Crawford County, Penna, serve a notice upon John W. Skelton and upon the known holders of the mortgage described in the said petition, if they or any of them can be found in the same County, and of known residence, and if said parties are unknown and cannot be found, that he shall give public notice by advertisement of the facts set forth in the within petition, once a week for four successive weeks after the presentation of this petition, in the following newspapers published in the County of Crawford and State of Pennsylvania, commanding the said parties to appear before the said Court on the 1st Monday of May, A.D. 1922, to 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. Per Curiam.

Same day, Order issued to Sheriff.

April 29, 1922. Sheriffs return with proof of publication of notice filed. annexed X

Decree: And now, May 1, 1922, the Sheriff of Crawford County having returned that he was unable to find the said John W. Skelton 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 Enterprise News, a semi-weekly newspaper published in the Boro of Cambridge Springs, Crawford County, as appears by a proof of said publication annexed to the return of said Sheriff. And no person appearing to answer the said petition as aforesaid, and the Court being satisfied of the truth of the allegation of the said petition, it is on motion of B. Victor Johnson Esq., Attorney 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 Frederick Way to John W. Skelton, dated June 19, 1875, and recorded in the office of said Recorder of Deeds in Mortgage Book R., pages 639 and 640, ---- on payment of the cost 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 satisfaction so entered

—Contd on margin.—

(Continued from bottom of page)
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. Per Curiam.

(Sgd) Thos. J. Prather P.J.

May 5, 1922. Certified copy of decree issued

McClintock & McClintock, Union City, Pa

28

Petition of Bruce L Liddicoat for the appointment of a Guardian of Mrs. Louisa S. Liddicoat, a weak minded person
Entered March 6, 1922

Bro. Greeley (paid 1-16-25) 3.00
Bro. Greeley for Co. 1.50

March 6, 1922, Petition presented in open Court and filed. L & 144

Now, to wit, March 6, 1922, the Court orders and directs that a hearing be had on the above application on the first Monday of April, 1922, at 10 o'clock A.M. Ten days' notice in writing to be given to said Louisa S. Liddicoat. (See petition) Per Curiam.

April 3, 1922. Proofs of notice to the respondent and next of kin filed, and hearing held in open Court.

April 3, 1922, After a hearing of the testimony in the above case, and after due consideration thereof, the Court being clearly satisfied that said Louisa S. Liddicoat is not able owing to weakness of mind to take care of her own property, and appoints Glenn L Spencer, her Guardian for that purpose. Bond in the sum of $500 required. Per Curiam. (See paper filed)

April 17, 1922. Bond of Glenn L. Spencer, Guardian, with American Surety Co. of New York as surety, in the sum of $500, approved by Hon. Thos. J. Prather, P.J., and filed.

Feb. 2, 1925. Petition for discharge of Guardian and release of bondsmen filed in open Court.

And now, February 2, 1925, It is ordered that the said Glenn L Spencer, Guardian of the said Louisa Liddicoat, be discharged, and that his bondsman be released from any further liability on said bond, and that an exoneratur be entered upon the same. Per Curiam.

# MAY TERM, 1922

Roberts & Wasson

29

Oct 25 1922 Rec'd A.F. See Guardian ten Dollars to apply as costs
V. L. Greely Pro

Dec 11 1923 Rec'd of Albert F. See Guardian ten and 50/100 Dollars being my costs and final account and do account
V. L. Greely Pro

Petition of Filbert F. See for appointment of a Guardian of Henry S. See, aged 80 years, of East Fallowfield Township, an alleged weak minded person.
Entered March 9, 1922

| | |
|---|---|
| Pro. Greely | 3.00 |
| " " Return | 2.00 |
| S.S. Tiffany on notice | 3.20 |
| S.S. Tiffany on Sub. | 2.60 |
| Atty's fee | 15.00 |
| Petitioners Bill of costs | 10.28 |
| Pro Greely on acct | 2.50 |
| adv acct | 3.00 |

March 9, 1922, Petition presented in Open Court and filed. See page 28.

And now, March 9, 1922, upon consideration of the within petition, a hearing is fixed for the 1st Monday of April, 1922, at 9 o'clock A.M. Ten days notice thereof to be given to Frances Nelson, a niece. Per Curiam.

And now, April 3, 1922, case continued to May 1, 1922, at 1:30 o'clock P.M. (See paper filed) Per Curiam.

May 1, 1922, Evidence heard, but respondent not in Court, or absence accounted for; final order deferred. (See petition) Per Curiam.

Decree: This case came on to be heard May 1, 1922, when it was shown that ten days notice of the time and place of hearing as required by law had been given to the said Henry S. See and the other members of his family. The said Henry S. See was not present, and it not being shown why he was not present, the case was continued until May 8, 1922, at 1:30 P.M.

And now, May 8, 1922, 1:30 P.M., it being shown to the Court that the said Henry S. See's presence could not be obtained on account of his physical disability. From the testimony offered it is found that the said Henry S. See has become so weak in mind that he is unable to care for his property and in consequence thereof is liable to dissipate and lose the same and become the victim of designing persons, and that a Guardian should be appointed to take charge of his estate. J.B. Hall is appointed Guardian of the said Henry S. See and is required to give bond in the sum of Three Hundred Dollars, with surety to be approved by the Court. (See paper filed) Per Curiam.

Now, July 31, 1922, A.F. See is appointed Guardian of Henry S. See, in place of J.B. Hall who declined. Bond in the sum of $200.00, required. Per Curiam. (See paper filed)

Sept. 5, 1922, Bond of A.F. See, Guardian, with W.E. Hall as surety, dated Aug. 7, 1922, approved by the Court and filed.

And now, Sept. 14, 1922, The fee for the Attorneys of petitioners in this case is fixed at $15.00, the same to be taxed as costs to be paid by Guardian. Per Curiam. (See paper filed)

Sept. 25, 1922, Petition to mortgage real estate filed.

And now, Sept. 25, 1922, upon presentation and hearing of the within petition, it appears that the personal estate of the said weak-minded person is insufficient to pay the debts and obligations against it, and the income from the real estate not being sufficient to furnish the things that he needs to make him comfortable, it is ordered and decreed that the Guardian shall borrow money in a sum not to exceed two hundred and fifty dollars, and execute legal obligations for the payment of the same,

Rec'd payment of Pro Greely Tribune Pub. Co.

Record Continued on page 581

Roberts & Wasson

30

Oct 25 1922 Recd of A. F. See Five Dollars to apply as costs
E. C. Greeley Prothy.

April 11, 1923 Recd of Albert F. See, Guardian #5.50 being my costs for final acct and advt in this case.
V. L. Greeley, Pro.

Petition of Albert F. See for appointment of a Guardian of Asbury J. See, aged 78 years, of East Fallowfield Township, an alleged weak minded person.
Entered March 9, 1922

| | |
|---|---|
| Pro. Greeley | 3.00 |
| Petition & proofs | 2.00 |
| S. D. Tiffany on notice | 3.20 |
| Attys Fee | 15.00 |
| Pro. B. on a/c | 2.50 |
| Adv. a/c. | 3.00 |

March 9, 1922, Petition presented in open court and filed. D. P. 92

And now, March 9, 1922, Upon consideration of the within petition a hearing is fixed for the first Monday of April, 1922 at 9 o'clock A. M. Ten days notice thereof to be given to Frances Nelson, a niece. Per Curiam
(See petition filed)

And now, April 3, 1922 case continued to May 1, 1922, at 1:30 o'clock P. M.
(See paper filed) Per Curiam.

And now, May 1, 1922, Evidence heard, but respondent not in court or absence accounted for; final order deferred
(See petition) Per Curiam

Decree: This cause came on to be heard May 1, 1922, when it was shown that ten days notice of the time and place of hearing as required by law, had been given to the said Asbury J. See and the other members of his family. The said Asbury J. See was not present, and it not being shown why he was not present, the case was continued until May 8, 1922, at 1:30 P. M.

And now, May 8, 1922, 1:30 P. M., it being shown to the Court that the said Asbury J. See's presence could not be obtained on account of his physical disability; From the testimony offered it is found that the said Asbury J. See has become so weak in mind that he is unable to care for his property, and in consequence thereof is liable to dissipate and lose the same, and become the victim of designing persons, and that a Guardian should be appointed to take charge of his estate. J. P. Hall is appointed Guardian of the said Asbury J. See and is required to give bond in the sum of Three Hundred Dollars, with surety to be approved by the Court. Per Curiam. (See paper filed)

Now, July 31, 1922, A. F. See is appointed guardian of Asbury J. See, in place of J. P. Hall who declined. Bond in the sum of $200.00 required. Per Curiam (See paper filed)

Sept. 5, 1922, Bond of A. F. See, Guardian, with W. E. Hall as surety, dated Aug. 7, 1922, approved by the Court and filed.

And now, Sept. 14, 1922, the fee for the attorneys of petitioner in this case is fixed at $15.00, the same to be taxed as costs to be paid by guardian. Per Curiam. (See paper filed)

Sept. 25, 1922, Petition of Guardian to mortgage real estate filed

And now, September 25, 1922, upon presentation and hearing of the within petition, it appears that the personal estate of the said weak minded person is insufficient to pay the debts and obligations against it, and the income from the real estate not being sufficient to furnish the things that he needs to make him comfortable, it is ordered and decreed that the Guardian shall borrow money, in a sum

Record Continued on page 582.

# MAY TERM, 1922

| | | |
|---|---|---|
| O. W Benedict<br>31 | ✓ F. A Flanders<br>vs<br>Julia Orwig Benedict Executrix of estate of Herbert S. Orwig, decd; Julia Orwig Benedict, Testamentary Guardian of Eleanor Maude Orwig minor child of Herbert S Orwig, deceased, and Irene Orwig, widow of Herbert S Orwig, deceased<br>Issued March 10, 1922<br>$<br>Jas Writ (paid) 2.00 | Summons in Assumpsit,<br>Returnable to next term. Bk. 176, Pg. 77.<br>March 10, 1922, Statement of claim filed.<br><br>May 4, 1926<br>This suit discontinued. Claim satisfied.<br>O W Benedict<br>atty for Pff. |

32

George B. Wilson
vs
Mary Arnold and
Wm. Arnold
Entered March 10, 1922

Bro. Greeley (paid by Sff) 2.25
Sff. on orig't 1.25

Of No. 249 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 defendants 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 Three Hundred Dollars, being the amount of debt now due on the original judgment, with interest from Mch. 22, 1921 & costs.

Debt 300.00
Int. from March 22, 1921
Judgment
W. L. Greeley, Prothy.

A 95782

Received, June 1, 1923, the above judgment, debt, interest and costs, and I direct same satisfied of record.
Geo. B. Wilson.

33

George B. Wilson
vs
Wm. Arnold and
Mary Arnold
Entered March 10, 1922

Gro. Greeley (pd by Dft) $ 2.25
Bliff on orig.

Of No. 231 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 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 Three hundred Dollars, being the amount now on the original judgment; with interest from March 16, 1920, and allowing a credit of $7.50 on interest since March 16, 1920; with costs.

Debt $ 300.00
Int. from March 16, 1920
Judgment.

Aff. 95482

V. L. Greeley, Prothy.

Received, June 1, 1923, the above judgment, debt, interest, and costs, and I direct same satisfied of record.

Geo. B. Wilson.

# MAY TERM, 1922

34

Henry to Tubbs
vs.
O. to Harrington
Entered March 1, 1922

| | |
|---|---|
| Prs. Greeley (plff. pd) | # 2.25 |
| Plff. on Original | 3.50 |

Of No. 50 May 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 Deft. 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 Five Hundred three and 62/100 Dollars, being the amount of debt now due on the original judgment

Debt # 503.62
Int. from Feb --, 1922.

Judgment,
V. L. Greeley, Prothy.

Ha. F. 103.

| | | |
|---|---|---|
| W. J. Sirdevan<br><br>35 | Commonwealth of Pennsylvania, ex relatione Salvatore Digraci<br>vs.<br>Marie Digraci<br>Issued March 13, 1922<br><br>Jos. Greeley (Atty pd) $ 2.00<br>Shff Smithall (Fees by Plff's Atty) 13.40 | Habeas Corpus for the custody of Charles Digraci aged 7 years, Ella Digraci aged 3 years, and Robert Digraci aged 14 months, - children of relator and respondent.<br>And now, March 13, 1922, writ of Habeas Corpus awarded as prayed for, returnable to and for hearing, Monday, March 27, 1922, at 10 o'clock A.M.<br>(See paper filed) Per Curiam.<br>Writ rec'd: Served the within writ on the within named Digraci at No. 215, Monroe Street, Titusville, Pa., on March 20, 1922, by handing to her a true and attested copy of the within writ, and making contents of same known to her.<br>So answers A. B. Smithall, Shff.<br>March 27, 1922, said children placed in juvenile court, and order filed therein to-day.<br>(See writ) (Signed) Thos. J. Brather, P.J. |

# MAY TERM, 1922

O. Blare Kent
36

Sept. 15, 1922. Received from Libellant, per O. Blare Kent, Esq., Atty $19.80 being Shff's & Pro's. costs.
W. L. Greeley, Pro.

Sept. 16, 1922 Received from Pro. Greeley $9.95 my costs.
H B Leutshall
Sheriff

Charles Glenn Nelson
vs.
Florence Adel Nelson
Issued March 13, 1922

| | |
|---|---|
| Tax & writ (Atty. paid) | $ 2.00 |
| Leutshall, Shff. | 1.85 |
| Shff. Leutshall on alias | 1.85 |
| Shff. Leutshall on Proc. | 6.25 |
| L. J. Culbertson, Master pd | 25.00 |
| Pro. Greeley | 9.85 |
| Atty | 3.00 |

Subpoena in Divorce.
And now, March 13, 1922, Subpoena awarded, Returnable to the first Monday of May next.
(Signed) Thos. J. Brather, Pro.
Subpoena returned: May 1, 1922 the within named Florence Adel Nelson is not found in my bailiwick
So answers H B Leutshall, Shff
May 2, 1922, Alias subpoena in divorce issued, returnable to first Monday of June next.
Alias subpoena retd: June 5, 1922 The within named Florence Adel Nelson not found in my bailiwick
So answers H B Leutshall, Shff
June 21, 1922, Order issued for publication of Sheriffs proclamation, returnable to first Monday of August next.

July 31, 1922 L. J. Culbertson, Esq. is appointed Master in this case. Per Curiam (See paper filed. Com. issued.
And now, Aug. 7, 1922, 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 publication hereto attached. So answers, H B Leutshall, Shff
Aug. 16, 1922, Testimony and report of Master filed.
On Argument List for Sept. Term, 1922, No. 39
Oct. 18, 1922, After due consideration, a divorce is decreed as prayed. Per Curiam.
Decree:— And now, to-wit, Oct. 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 Charles Glenn Nelson be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between him the said Charles Glenn Nelson the libellant, and the said Florence Adel 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.
(See paper filed) Per Curiam.

# MAY TERM, 1922

| | | |
|---|---|---|
| O. Clare Kent | George Korvanian, minor, by his father and next friend Mike Korvanian, and Mike Korvanian in his own right, | Summons in Trespass<br>Returnable to next term.<br>And now, March 13, 1922, comes the defendant, the Erie Railroad Company, by its attorney, Albert L. Thomas, and enters an appearance in the above stated case, waives the issuance of a summons therein, together with the service thereof upon the defendant, with the same force and effect as though the same had been regularly issued by the Prothonotary and service thereof made by the Sheriff of Crawford County upon the defendant company. (See praecipe) |
| 37<br>Albert L. Thomas | vs.<br>Erie Railroad Company<br>Entered March 13, 1922 | |
| | Tax + Pro. 2.00<br>Pro. Speeley [illegible]<br>Atty 3.00 | |

| | | |
|---|---|---|
| Wm. W. Henderson<br><br>38 | A.M. Fenner, Executor of last will of<br>Nancy A. Shellito, deceased.<br>vs<br>Fred R. Hayes (decd) and L. L. Hayes<br>Entered March 16, 1922<br><br>Pro. Greeley (Plff fid) # 2.25<br>Atty 3.00<br>Orig'l costs:<br>Plff 1.25<br>Atty Fenner 3.00<br>Pro. G. 3-23-22 pd by deft 1.00 | Of No. 239 February Term, 1917.<br>Amicable Scire Facias sur Judgment<br>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, L. L. Hayes 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, L. L. Hayes, with all the waivers and conditions contained in the original judgment note, for the sum of Seven Hundred and 50/100 Dollars, being the amount of debt, interest and costs now due on the original judgment.<br>Dated March 1st, 1922.<br>Debt #700.50<br>Int. from March 1st, 1922.<br>Judgment<br>V. L. Greeley, Pro. |

No. 4. 1/3.

March 23rd 1922 Received of Tilda L. Hayes, Admx of Estate of Fred Hayes decd & L. L. Hayes, ~~Five~~ Six hundred and eight two dollars & thirty four cents ($682.34) in full payment of this judgment debt, interest and all costs and Prothy & attorneys & satisfy this judgment and the original judgment No 239 Feb'y Term 1917.

Wm. W. Henderson
Attorney for A.M. Fenner Exr.

March 25th 1922 Received of Wm. W. Henderson Six hundred and eight two dollars and thirty four cents in full of above judgment less the attorney commission

A. M. Fenner

# MAY TERM, 1922

| | | |
|---|---|---|
| Arthur R. Thompson<br><br>39 | Reuben W. Sterling, Assignee of Jean F. Sterling, Mortgagee,<br>vs<br>Karl Engelman and Ulrich Engelman, mortgagors.<br>Issued March 17, 1922. | Sci. Fa. sur Mortgage recorded in Mortgage Book 112 page 489; Returnable to First Monday of April next.<br>March 17, 1922, Affidavit as to title to Land filed.<br>Writ returned: Served the within writ on the within named Karl Engelman on March 20, 1922, and on Ulrich Engelman on March 21, 1922, by handing to each of them a true and attested copy of the writ, and making contents of same known to them. So answers<br>H.B. Kutshall, Shff. |

| | |
|---|---|
| | # |
| Jay & wick (paid) | 2.25 |
| Rec. Boswell | .50 |
| Shff. Kutshall | 15.30 |
| Pro. Greeley | 2.50 |
| Atty | 3.00 |

And now, April 18, 1922, Upon praecipe of plaintiffs attorney, judgment is entered against the defendants, by default for want of an appearance, for the sum of Two thousand eight hundred fifty-three Dollars and Eighty-three cents, with costs. (See paper filed.)

Debt # 2853.83
Int. from May 8, 1922
Judgment
V. L. Greeley, Prothy.

Exx pp 53 & 33

Lev. Fac. to No. 52 May Term, 1922

# MAY TERM, 1922

40

✓ Ida D. Watson
vs
✓ V. L. Greeley
Entered March 22, 1922.
Pro. S. (paid by Deft) # 2.25

Of No. 248 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 Twelve hundred Dollars, being the amount of debt, interest from Jan. 1, 1922, now due on the original judgment #

Debt 1200.00
Int from Jan. 1, 1922

G. page 159.

Judgment
V. L. Greeley, Pro

August 1 1922 Received payment in full debt interest and costs on above judgment
Ida D Watson

# MAY TERM, 1922

41

In the Matter of the appointment of an Official Stenographer for the Several Courts of the Thirtieth Judicial District.
Entered March 22, 1922
Pro. Greeley.
#200

Order of Court

Now, March the 22d, 1922, Miss Mary Bartholomew is hereby appointed official Court Stenographer for the several Courts of the Thirtieth Judicial District of Pennsylvania, at an annual salary of $1800 per year, which salary shall include all compensation for the duties of said office, reporting in Court, transcription of records, typewriting briefs and opinions, and general stenographic services for the Court at Chambers or for the Judge personally. Per Curiam

(Signed) Thos. J. Grather,
President Judge

(See paper filed)
March 22, 1922. Oath of office of Miss Mary Bartholomew, official Stenographer, taken subscribed and filed.

| | | |
|---|---|---|
| J. Berry Eckels<br>42 | Myrtle May Lasher<br>vs.<br>Clifford Milton Lasher<br>Issued March 23, 1922.<br><br>Tax & writ (Atty fee)# 2.00<br>Shff. Leitshall, 11.40<br>John Schuler, Master<br>Pro. Greeley<br>Atty. | Subpoena in Divorce<br>And now, March 23, 1922, Subpoena awarded, Returnable to 1st Monday of May next. By Hon. Thos. J. Grather P.J.<br>Subpoena returned: Served the within subpoena in divorce on the Respondent personally, on the 14th day of April, 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.<br>So answers H.B. Leitshall Shff.<br>And now, May 1, 1922, John Schuler, Esq., is appointed Master in this case (See paper filed) By Hon. Thos. J. Grather P.J.<br>Same day, Commission issued. |

Leland J. Culbertson
43

v

Rachel Reddick
vs

Leon Savago and Margaret Savago, his wife, mortgagors, Nancy F. Mondereau, Executrix of Isaac Mondereau, deceased, Nancy F. Mondereau, widow, Harvey Mondereau, Leroy Mondereau, Pearl Mondereau First, Nancy F. Mondereau, Guardian of Lorena Mondereau, real owners, and Bert Howard, terre tenant.

Issued, March 23, 1922

| | |
|---|---|
| Tax & Writ (prd by Atty) | $ 2.25 |
| Rec. Boswell | .50 |
| Shff. Butshall | 14.50 |
| Pro. Greeley | 4.00 |
| Atty | 3.00 |
| | 24.25 |

Scire Facias sur Mortgage recorded in Mortgage Book Volume 93, page 328; Returnable to first Monday of April next.

March 23, 1922, Affidavit as to title to land filed.

Writ returned: Served the within writ on the within named Nancy F. Mondereau, Leroy Mondereau, Harvey Mondereau, Pearl Mondereau First, Bert Howard, on March 29, 1922, by handing a true and attested copy of the writ to each of them, and making contents of same to them. Served a true and attested copy of the within writ on Leon Savago and Margaret Savago by registered mail March 29, 1922, the receipts for same dated March 30, 1922, being hereto attached.

So answers H.B. Butshall, Shff.

And now, April 13, 1922, On motion of plaintiffs attorney, judgment is entered in this case against the said Leon Savago and Margaret Savago, Nancy F. Mondereau, Executrix of Isaac Mondereau, deceased, Nancy F. Mondereau, widow, Harvey Mondereau, Leroy Mondereau, Pearl Mondereau First, Nancy F. Mondereau, Guardian of Lorena Mondereau, they having been duly served as will more fully appear by reference to Sheriff's return, - and in favor of Rachel Reddick, plaintiff, for want of an appearance and for want of an affidavit of defense; and said judgment is liquidated at the sum of Three hundred sixty-six Dollars, with interest from date and costs. (See Rule Doc. 12, page 567.)

Debt $366.00

Int. from April 13, 1922

Sa. fp. 152+188 M. fp. [illegible] Fp. 132; Ho. p. 113

Judgment

V. L. Greeley, Prothy.

Lis. Fac. to No. 49 May Term, 1922.

# MAY TERM, 1922

Albert L Thomas
H/K

Ida Shadruske
vs
Joseph Shadruske
Issued March 25, 1922.
#

| | |
|---|---|
| Jay + writ (paid) | 2.00 |
| Shff Britshall | 1.85 |
| Shff Britshall on alias | 1.85 |
| Shff Britshall on Pro. | 6.25 |
| Pro. Greeley | 9.85 |
| Wm. Johnson, Master (paid by Atty.) | 25.00 |
| Atty. | 3.00 |

Subpoena in Divorce
And now, March 24, 1922, subpoena awarded, Returnable to May term, 1922
(Signed) Thos J. Prather, P.J.
Writ returned: May 8, 1922, The within named Joseph Shadruske is not found in my bailiwick.
So answers H B. Britshall, Shff
July 27, 1922, Alias subpoena in divorce issued, returnable to first Monday of Sept. next.
Alias subpoena returned: Sept. 4, 1922, the within named respondent, Joseph Shadruske, is not found in my bailiwick.
So answers H.B. Britshall, Sheriff
Sept. 6, 1922, Order for Sheriffs proclamation issued, returnable to first Monday of Nov. next.
And now, Nov. 6, 1922, I have made proclamation in the above entitled case according to law, and caused the same to be published in the Spartansburg 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, H.B. Britshall, Sheriff
Nov. 6, 1922. I, Victor Johnson, Esq. is appointed Master in this case. (See paper filed) Com. issued. By Hon. Thos. J. Prather, P.J.
Nov. 16, 1922. Testimony and report of Master filed.
On Argument List for Nov. Term, 1922. No. 10
Dec. 18, 1922;- After due consideration, a divorce is decreed as prayed and at cost of respondent. Per Curiam.
Decree:- And now, to wit, Dec. 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 Ida Shadruske be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Ida Shadruske the libellant, and the said Joseph Shadruske, 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.

Nov 15 1922 Rec'd of Pff by atty Nineteen and 85/100 Dollars Shff & Pro's costs
U. L. Greeley Pro

Nov 15-1922 Rec'd of Pro Greeley Nine + 95/100 Dollars my costs
H B Britshall
Sheriff O.C.P.

# MAY TERM, 1922

| | | |
|---|---|---|
| Harry L Keck<br><br>45 | Poor Directors of Mercer County, Pa., use of Thelma Cole,<br>vs.<br>Clarence M Landeman and E L Landeman.<br>Entered, March 25, 1922<br><br>Pro Greeley (Deft. pd) # 2.25<br>Atty 3.00<br>Original costs:<br>Plff. 1.50<br>Atty 3.00 | O.C. No. 329 February Term, 1917<br>Amicable Action of Scire Facias, to revive and continue the lien of above judgment.<br>It is agreed by the parties that the above action be entered with the same effect as if a writ of Scire Facias had been regularly issued, served personally on defendants, and so returned. And that a judgment thereon against the Defendants and in favor of Plff. Same to be liquidated by Prothy.<br>Penal Debt # 315.00<br>For conditions see original bond.<br>Judgment<br>L. Ffp. 125 + 105. W. L. Greeley, Pro. |

Aug. 29, 1924. The above judgment satisfied. See paper filed.

Otto Kohler
46

Received Nov. 27. 1922 from V. L. Greeley Pro., Sixty six Dollars, costs in this case. Otto K Ohler
atty for Libellant

May 13, 1922 Recd of Peff Cty atty Ten and 70/100 Dollars Sheriffs & Proctrys Costs
V. L. Greeley Pro

May 15, 1922
Received my costs from Pro. Greeley # 7,85
H B Hutchinson
Sheriff

Sept 23 1922 Recd of Otto Kohler atty Six and 10/100 Dollars Shff & Proctrys costs
V. L Greeley Pro

Sept 23 1922 Recd of Pro Greeley Two and 60/100 Dollars my costs
H Hutchinson
Sheriff

separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Inah M. Mosier, the libellant, and the said Ora R. Mosier 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, Inah M. Mosier, shall be at liberty to marry again in like manner as if she had never been married. And the said respondent is prevented and enjoined by law from marrying the said Catherine Owens, otherwise Catherine Cutshall, during the life of the libellant, Inah M. Mosier.

(Supra filed) Per Curiam.

Inah M. Mosier
vs.
Ora R. Mosier
Issued March 27, 1922.

| | $ |
|---|---|
| Tax & writ (paid) | 2.00 |
| Shff. Cutshall | 2.85 |
| Rob't Peters, Master | 25.00 |
| Pro. Greeley, | 7.85 |
| Atty | 3.00 |
| Pro. Greeley since | 3.50 |
| Master, add'l Report | 10.00 |
| Shff Cutshall | 2.60 |
| Atty's Bill of costs | 9.20 |

Subpoena in Divorce

And now, March 27, 1922 subpoena awarded Returnable first Monday of May next (Sgd) Thos. J. Brather, P. J.

Writ returned: Served the within subpoena in divorce on the respondent personally on the 27th day of March, 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, May 1, 1922. On motion in open Court, Rob't S. Peters, Esq., is appointed Master in this case to take testimony and make report thereon.
By Hon. Thos J. Brather, P. J.
(See paper filed) Com. issued.

May 12, 1922, Testimony and report of Master filed
On Argument List for May Term, 1922, No. 27.

July 11, 1922 Petition for amendment of libel presented to Hon. Thos. J. Brather, P. J. and filed.

"July 11, 1922. Amendment allowed as prayed, returnable 1st Monday of Sept. next. (Sgd) Thos. J. Brather, P. J.

And now July 20 1922 Amendment returned, Served the within Petition to amend on the within named Ora R. Mosier on July 18 1922 by handing to him a true and attested copy of the within amendment and making contents of same known to him. So Answers.
H. B. Cutshall, Sheriff

And now, Sept. 5, 1922 On motion in open Court on part of libellant, the report of the Master is referred back, with authority to take further testimony, our supplemental libel filed and duly served on respondent. Per Curiam (See paper filed)
Same day, Order issued to Master.

Sept 15 1922. Additional Testimony and Report of Master filed
On Argument List for Sept. Term, 1922, No. 30.

Oct. 19, 1922. After due consideration, a divorce is decreed and prayed upon the complaint of adultery with the within named Catherine Cutshall Owens. And the said respondent is prevented and enjoined by law from marrying the said Catherine Owens, otherwise Catherine Cutshall, during the life of the libellant, Inah M. Mosier. Costs to be paid by respondent. Per Curiam

Decree:— And now, to wit, Oct. 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 Inah M. Mosier be divorced and forever

(See margin)

Roy S. Peters.
47

Sept 15 1922 Recd of Peff Nineteen and 80/100 Dollars Shff + Prothp costs

Sept. 16. 1922 Recvd from Pro. Greeley $9.20 my costs.
H.B. Kutchall

Jennie L. Burrows
vs.
Wilmot A. Burrows
Issued March 27, 1922.

| | |
|---|---|
| Tax Writ (paid) | 2.00 |
| Shff. Kutchall | 1.85 |
| Shff. Kutchall additional | 1.85 |
| Shff. Kutchall on Pros | 6.25 |
| Master paid | 25.00 |
| Pro Greeley | 9.85 |
| atty | 3.00 |

Subpoena in Divorce

And now, March 27, 1922, subpoena awarded, Returnable the first Monday of May next.

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

Subpoena returned: May 1, 1922. The within named Wilmot A. Burrows is not found in my bailiwick.

So answers H.B. Kutchall, Shff.

May 1, 1922, Alias subpoena in divorce issued, returnable to first Monday of June next.

Alias writ returned: June 5, 1922, the within named Wilmot A. Burrows not found in my bailiwick.

So answers H.B. Kutchall, Sheriff.

June 6, 1922, Order for publication of Shff's. proclamation issued; returnable to first Monday of August next.

And now, Aug. 7, 1922, I have made proclamation in 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 H.B. Kutchall, Sheriff.

And now, Sept. 5, 1922. J. P. Eckels, Esq. is appointed Master in this case. By Hon. Thos. J. Prather, P.J. (See paper filed)

Sept 15 1922 Testimony on part of Libellant and Report of Master filed

On Argument List for Sept. Term, 1922. No. 31.

Oct. 18, 1922. After due consideration, a divorce is decreed as prayed and at the cost of respondent. Per Curiam.

Decree:— And now, to wit: Oct. 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 Jennie L. Burrows be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Jennie L. Burrows, the libellant, and the said Wilmot A. Burrows, 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 vs

48

Nov 18, 1922 Rec'd of L. J. Culbertson Esq Fifty one and 80/100 Dollars as costs

V. L. Greeley Pro

Same day sent check to Comm Hampson for $48.80 as costs

Petition of Clara E. Fordyce for Inquisition of Lunacy as to Mrs Susan H. Fordyce of the City of Meadville.

Entered March 27, 1922

| | |
|---|---|
| Pro. Greeley | 3.00 |
| Sheff. Muir | 4.00 |
| Comm. Hampson | 25.00 |
| Jurors: | 19.80 |
| Atty. | 15.00 |

March 27, 1922 Petition and supporting affidavits presented in open Court and filed. F.P. 112

Now, March 27, 1922, J. L. Hampson, Esq. is appointed Commissioner under the prayer of within petition, returnable to first Monday of May, 1922, with at least six days notice of these proceedings to be given to Lida Fordyce, William Fordyce, Harry Fordyce, Wallace Fordyce and Clara Fordyce, only children of said Susan H. Fordyce, by registered mail. Per Curiam (See petition)

March 27, 1922 Commission issued.

April 27, 1922 Return of Inquisition filed, finding "that the aforesaid Susan H. Fordyce is a lunatic, with senile dementia, and has been a lunatic for about three years last past without lucid intervals."

And now, May 1, 1922, On motion in open Court, the report of the Commissioner in lunacy filed is confirmed, the fees of Commissioner are fixed at $25.00, the fees of petitioners counsel are fixed at $15.00; and Clara E. Fordyce is appointed Committee of the said Lunatic, Susan H. Fordyce, and required to give bond in the sum of $200.00. (See paper filed) Per Curiam.

# MAY TERM, 1922

J. A. Boland
49

May 19, 1922, Recd from Libellant per J. A. Boland, Attorney, $15.70, being Sheriffs and Proj costs.
W. L. Greeley, Pro.

May 20 1922
Received $7.85 my costs from Pro. Greeley
W. B. Critchfield

Marion E. Reimer
vs.
Arthur B. Reimer
Entered March 28, 1922

| | |
|---|---|
| Tax writ (Atty pd) | $ 2.00 |
| Shff. Critchfield | 7.85 |
| Jeff. E. Bossard Master Fee Pd | 25.00 |
| Pro. Greeley | 7.85 |
| Atty 5/12 Fee, Rec'd Pay- 2 2a Boland | 3.00 |
| Libellants Bill of Costs Pd | 15.00 |

Subpoena in Divorce.
And now, March 28, 1922 subpoena awarded, returnable to the first Monday of May, A.D. 1922.
(Signed) Thos. J. Prather, P.J.

Subpoena returned: Served the within writ on the within named Arthur B. Reimer at No. 5414 Baum Boulevard, City of Pittsburgh, Penna. on March 31, 1922, at 12:45 P.M. by handing to him a true and attested copy of the writ and making contents of same known to him. So answers, W. B. Critchfield, Shff.
(See affidavit on subpoena)

And now, May 1, 1922 Jeff. E. Bossard, Esq. is appointed Master to take testimony and make report.
(Signed) Thos. J. Prather, P.J.
(See paper filed) Com. issued.

May 9, 1922. Testimony and report of Master filed.
On Argument List for May Term, 1922, No. 28.
June 15, 1922, After due consideration a divorce is decreed as prayed.
Per Curiam.

And now, to-wit: June 15 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 Marion E. Reimer be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Marion E. Reimer, the libellant and the said Arthur B. Reimer, the respondent; 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

# MAY TERM, 1922

J. Perry Eckels — 50
Clarence J. Bryan +
Donald B. Thompson

Frank Spuvansac
vs.
Frank Bubna
Entered March 29, 1922

| | # |
|---|---|
| Tax + entry (pd by P.C.T. Atty) | 1.50 |
| Costs on Trans. (#5. rcpd by Atty) | 7.60 |
| Pro Greeley (pd by Eckels Dec. 1926) | 2.50 |
| Atty | 3.00 |
| Pro. Greeley since | 2.50 |
| Pro. use of Cd. | 3.25 |
| Jury - fee | 4.00 |

Dec. 7, 1926 Received from Frank Bubna, deft. #4.00 being jury-fee in this case.
V.L. Greeley, Prothy.

Appeal by Deft. from judgment of Harry L. Bail, J.P.
March 29, 1922, Clarence J. Bryan Esq. of Erie, Pa. and Donald B. Thompson, Esq. Meadville, Pa. appear for defendant. (See paper filed)
Aug. 21, 1922 Statement of claim filed.
Sept. 6, 1922, Affidavit of defense filed and service of same accepted by Plffs atty.
And now, September 18, 1922, judgment is directed to be entered in favor of the plaintiff in the sum of One hundred Dollars, being the amount admitted to be due in the affidavit of defense, with leave to proceed for the balance of plaintiffs claim. Per Curiam.
(See paper filed)

| | # |
|---|---|
| Debt | 100.00 |
| Int. from Sept. 18, 1922 | |
| Judgment | |

V.L. Greeley, Pro.

Bu. 76. 176.

Sept. 25, 1922, Plaintiffs reply to defendants counter claim filed, and service accepted by defts. attorneys.
On Trial List for 4th Monday of Oct. 1923, No. 8.
Oct. 1923. Continued by consent.
On Trial List for 1st Monday of Jan. 1924, No. 22.
And now, January 9, 1924 Jury selected and sworn as follows: 1- James Loy, 2- Bert Battles, 3- Robert Collins, 4- Clifford Devore, 5- Harry Muckinhaupt, 6- W. A. Ginder, 7- Mrs. Prudence Miller, 8- Margaret McMichael, 9- Bates Watson, 10- J. B. Morris, 11- J. H. Blair, 12- Raymond Lewis: twelve good and lawful persons, who upon their solemn oaths which they have taken, say Jan. 9, 1924, they find for the defendant.
Sp. Pages 230

Dec 7 1922, the above judgment of #100 having been paid I authorize the Prothonotary to satisfy the same of record.
J. Perry Eckels
atty for Plff.

51

Nannie Johnson
vs.
J. Ward Johnson
Entered March 29, 1922

Pro. Greeley (pd by Dft) $ 2.25
Plff. on orig. 1.25

Of No. 303 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 Two hundred Dollars, being the amount of debt, interest and costs now due on the original judgment.

Debt $ 200.00
Int. from March 5, 1913

J. p. 78.

Judgment
W. L. Greeley, Prothy.

Sci Fa No 62 May Term 1927

T. E. Henretta
52

Sept 10 1924 Rec'd of Plff by atty Eleven and 85/100 Dollars Shff & Proctys Costs
U. L. Greely Pro

Sept 10 1924
Received from Pro Greely $3.85 my costs
H B Kutshall Sheriff

Annie J. Savinago
vs.
Harley Savinago
Issued April 3, 1922

| | | |
|---|---|---|
| Tax & writ (pd by Lib.) | | 2.00 |
| Shff Kutshall | | 3.85 |
| Roy S. Peters, Master | | 25.00 |
| Pro Greely mag & | | 7.85 |
| atty | | 3.00 |

Subpoena in Divorce
And now, April 3, 1922, subpoena awarded, Returnable to next term
(Signed) Thos. J. Prather, P.J.
Subpoena returned: Served the within writ on the within named Harley Savinago, on April 4, 1922, at 1009 Water Street, City of Meadville, Pa., by handing to him a true and attested copy of the writ, and making contents of same known to him. So answers
H.B. Kutshall, Sheriff
And now, July 7, 1924, Roy S Peters, Esq. is appointed Master in this case
By Hon. Thos. J. Prather, P.J.
(See paper filed) Commission Issued.
Sept 10, 1924 Testimony on part of Libellant and Report of Master filed.
On Argt. List for Sept. Tr. 1924. No 13.

Oct 21, 1924. After due consideration, a divorce is decreed as prayed, at cost of respondent. Per Curiam.

Decree: And now, to-wit October 24 A.D. 1924 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 Annie J. Savinago be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Annie J. Savinago, the libellant and the said Harley Savinago 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 papers filed)

# MAY TERM, 1922

J. Perry Eckels

53

July 7 1925 Recd of C.A. Thompson Seven Dollars as Costs V.L. Greeley Pro

In the matter of the assignment of J.J. Hewit to C.A. Thompson for the benefit of creditors.
Entered April 3, 1922

| | # |
|---|---|
| Pro. Greeley | 3.00 |
| Pro Gsued | 2.50 |
| Pro Com acct | 1.50 |

And now, April 3, 1922 Petition of Assignee presented in open Court, and thereupon Forest Knapp and E.J. Mason are appointed to appraise the estate and effects of J.J. Hewit, in accordance with the prayer of the within petition.
(See paper filed) Per Curiam.
Same day, Certificate of appointment issued.

July 3, 1922, Inventory and appraisement filed in open Court Real Estate valued at $1200.00, no valuation of personal property noted.

Dec. 4, 1922, Bond of C.A. Thompson, assignee, with W.A. Coulter and H. Rommerdale as sureties in the sum of $2400.00, dated Nov. 3, 1922, approved by the Court and filed.

Feb. 26, 1923, Petition of assignee for private sale of real estate in Connellsville, presented in open Court and filed.

And now, February 26, 1923, the Court having considered the foregoing petition, and being of the opinion under all the circumstances, that the sum offered for the premises therein mentioned is a better price than can be obtained at public sale, do order and decree that the proposed sale be carried into effect, and the said C.A. Thompson, assignee, is authorized and empowered to sell and convey the premises to said Harriet R. Berringer for the price or sum of One hundred dollars, subject to the said mortgage and the judgment entered on the bond accompanying same, but free and clear of the lien of the said unpaid taxes and water rents, and the said C.A. Thompson is authorized and empowered to pay the said taxes and water rents out of the purchase of said real estate.
(See paper filed) Per Curiam

Dec 2 1924 Final account of assignee filed showing balance due estate 271.18 and notice issued to Connellsville Courier that account will be confirmed finally on Fourth Monday of December next unless exceptions be filed in meantime

See account filed at no 19 Sept Term 1922

Sept. 8, 1925, Petition for discharge of Assignee &c. filed.

And now, Sept. 8, 1925, upon presentation of the within petition and due consideration of the same, it is ordered, adjudged and decreed that the said C.A. Thompson, assignee of J.J. Hewit, be and is hereby discharged from the duties of his said trust, and that an exoneretur be entered upon his bond releasing and discharging his sureties from all liability thereunder.
(See paper filed) Per Curiam.

# MAY TERM, 1922

Thomas & Thomas
54

E. J. Midot
vs.
Klara E. Lee and
Chancey Lee
Issued April 4, 1922

| | # |
|---|---|
| Pro. Greeley (paid) | 2.00 |
| Shff. Critchall | 2.80 |
| Shff. Critchall on alias | 2.80 |
| Pro. Greeley | 1.50 |

June 23, 1922 Received
From Phys atty, $7.10,
being Shffs. & Pros.
costs in this case.
V. L. Greeley, Pro.

June 23 1922
Recevd from Pro. Greeley
Five and 60/100 dollars
my costs
H B Critchall
Sheriff

Of No. 3rd February Term, 1917.
Scire Facias to revive and continue
the lien of the above judgment.
Returnable to next term.
Writ returned: May 8, 1922 Nihil
habet as to Klara E. Lee and Chancey Lee,
as they are not found in my bailiwick
So answers, H. B. Critchall, Shff.
May 13, 1922 Alias Sci. Fa. issued;
Returnable to first Monday of June next.
Alias writ returned: June 5 1922 Nihil
habet as to Klara E. Lee and Chancey Lee,
as they are not found in my bailiwick
So answers H B Critchall, Sheriff.

June 23, 1922, judgment upon which
this writ issued having been
satisfied, this case is ordered discontinued
Thomas & Thomas attys.

# MAY TERM, 1922

| | | |
|---|---|---|
| Thomas & Thomas | W. W. Gelvin, Bark Jackson and L. B. Starr, doing business as Gelvin, Jackson & Starr. vs Mary F. Bordwell. Issued April 4, 1922 | Foreign Attachment in Assumpsit; Returnable to next term. Bail required in the sum of $300.00. To attach goods and chattels, lands and tenements, moneys, credits and interests of the defendants in the hands, possession or control of John Shuler, and of any other person or persons, and summon him or them as garnishees. Writ returned: Served the within writ on the within named Mary F. Bordwell, on April 4, 1922, by handing a true and attested copy of the writ to John Schuler, attorney for Mary F. Bordwell, and making contents of same known to him. So answers H. B. Britshall, Shff |
| 55 | | |
| | Tax & writ (paid) $2.25<br>Shff Britshall - paid 2.90<br>Pro. Greeley (paid 5/5/22) .50 | |

And now, April 14, 1922, above claim having been paid in full, the same is marked settled & discontinued

Thomas & Thomas
Attys for plfs.

Thomas & Thomas
56
Albert L. Thomas

James M. Beers
vs
Herbert Beers
Entered April 5, 1922

| | | |
|---|---|---|
| Tax & Pro. (pd by Plff.) | # | 2.50 |
| Pro. Greeley | | 9.50 |
| Jury-fee | | 4.00 |
| Atty | | 3.00 |
| Defts. Bill of Costs, | | 171.68 |

Dec 13 1923 Rec'd of Deft Herbert Beers Four Dollars Jury fee
U. L. Greeley Pro

Ejectment for forty-four acres of land, more or less, in Richmond Township.

April 5, 1922, Affidavit of plaintiff filed.

April 5, 1922, Plaintiffs declaration and abstract of title filed.

And now, April 5, 1922 Albert L. Thomas Esq., appears for the defendant in this case, waives the issuing of the summons therein, and accepts service of same, together with service of copy of plaintiffs declaration and abstract of title, with the same force and effect as if the same had been regularly issued and duly served by the Sheriff of Crawford County, and return thereof duly sworn to made by the Sheriff. (See praecipe)

April 28, 1922. Defendants answer and abstract of title filed, and service accepted by Plffs. Atty.

May 15, 1922. Plaintiffs reply to defendants abstract filed.

Sept. 1, 1922, Statement of mesne profits claimed filed, and service accepted by defendants attorney.

On Fall Trial List, 1922, No. 12.

And now, Dec. 8, 1922 Jury called and sworn as follows: 1- George Smith, 2- Mrs. Henrietta Wilson, 3- Alvin Bell, 4- Mrs. Bertha McCullough, 5- Mrs. Nellie Harrison, 6- W. L. Metzenbacher, 7- Harry Brawley, 8- R. A. Hayes, 9- W. A. Seward, 10- J. B. Laird, 11- Geo. O. Smith, 12- Oscar Schlosser; twelve good and lawful persons, who upon their solemn oaths which they have taken, say Dec 12, 1922, they find for the defendant Be p. 178

Dec. 12, 1922, Plaintiffs points filed.

And now, Dec. 13, 1922 On motion of plaintiff, rule to show cause granted why judgment n.o.v. should not be entered. (See paper filed) Signed Thos. J. Prather, P.J.

On Argt. List for Feb. Term, 1923, No. 3. Feb. 26, 1923. Argued C.A.V.

Now, December 1, 1923 rule is discharged and upon the question reserved judgment is directed to be entered in favor of defendant according to the verdict. Per Curiam. (See paper filed)

Dec 13, 1923 I hereby enter judgment against Plaintiff James M. Beers in favor of Herbert Beers Defendant for land described

Be. p. 178.

Judgment.
U. L. Greeley. Prothy.

# MAY TERM, 1922

| | | |
|---|---|---|
| Arthur L. Bates<br><br>57 | Petition of Geo. F. Fix<br>for<br>the adoption of Lewis W. White, an adult person (his step-son), as his child and heir.<br>Entered April 6, 1922<br><br>Pro. Greeley (Atty Pd) $3.00 | April 6, 1922, Petition of Geo. F. Fix, with consent of Lewis F. White and Mary Elizabeth Fix annexed, presented in open Court and filed.<br>Decree.<br>And now, April 6, 1922, on hearing the foregoing petition and accompanying agreement and consent, the Court orders and decrees that the said prayer of the petitioner be granted, and that henceforth the said Lewis W. White shall be subject to all the duties of a son and heir of the said George F. Fix, the petitioner, and that the said George F. Fix shall have the rights and be subject to the duties of a parent of the said Lewis W. White, as fully and to all intents as if the said Lewis W. White had been born the lawful child of said petitioner<br>Per Curiam.<br>(Signed) Thos. J. Brather P. J.<br>(See paper filed)<br>Same day, Two certified copies of decree issued. |

# MAY TERM, 1922

W. J. Sirdevan
58

Trega Buday
vs.
Andrew Buday
Issued April 7, 1922.

| | # |
|---|---|
| Tax + writ (paid) | 2.00 |
| W. J. McKenzie on Sub (Paid) | 1.00 |
| O. W. Benedict, Master (Paid by Atty) | 25.00 |
| Geo. Greeley Atty | 7.85 |
| | 3.00 |

Nov 20 1922 Recd of Pltff by atty Seven and 85/100 Dollars my costs.
V. L. Greeley Prop

Subpoena in Divorce.

And now, April 7, 1922 subpoena awarded as prayed for Returnable the second Monday of May 1922.
(Signed) Thos. J. Brather, P.J.

Subpoena returned with affidavit of service by W. J. McKenzie, Constable endorsed: "That on the 20th day of April, 1922, in the City of Titusville, Pa., he personally served upon Andrew Buday a true and attested copy of the within subpoena in divorce by delivering the same to and leaving it with him, and at the same time making known to him the contents thereof", etc.

And now, May 8, 1922 O. W. Benedict Esq. appointed Master in this case.
By Hon. Thos. J. Brather, P.J.
(See paper filed) Com. issued.

Oct. 25, 1922. Testimony and report of Master filed.
On Argument List for Nov. Term, 1922, No. 11

Dec. 18, 1922. After due consideration a divorce is decreed as prayed and at cost of respondent. Per Curiam.

Decree:- And now, to wit: Dec. 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 Trega Buday be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Trega Buday, the libellant, and the said Andrew Buday, 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.

# MAY TERM, 1922

O. Clare Kent 6/13/22
59
Albert L. Thomas

June 13 1922 Rec'd Six and 35/100 Dollars costs in this case
V. L. Greeley, Pro.

June 14, 1922, Received from Pro. Greeley $4.85, being costs on trans.
E D [illegible] for E. D. Snyder

L. B. Carnahan
vs.
Effie Peffers
Entered April 8, 1922

| | # |
|---|---|
| Jax fee entry | 1.50 |
| Costs on Trans. ($1.50 paid by Deft) | 4.85 |

Appeal by Deft. from Judgment of E. D. Snyder, Alderman

June 13, 1922 This case settled and the Prothy is hereby directed to mark same discontinued of record.

O. Clare Kent
Plffs. Atty.

60

L. E. Clark
vs.
S. F. Rea
Entered April 13, 1922

Pro. Greeley (plff. pd) $ 2.25
Plff. on origl. 1.25

No 310 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 plaintiffs 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 amount of debt now due on the original judgment.

Debt $ 300.00
Int. from April 1, 1922

R.p. 152

Judgment
V. L. Greeley, Pro

Sept. 12, 1922, Received satisfaction in full of the above judgment, debt, interest and costs, and the Prothonotary will mark same and the original entry of same Satisfied.

L. E. Clark

# MAY TERM, 1922

J. A. Boland for Rule. 61

F. W. Halfast
vs
A. W. McAllister.
Entered April 13, 1922

| | |
|---|---|
| Jay Fentry (pd by Dept.) | 1.50 |
| Costs on Trans. (pd by Dept.) | 0.95 |
| Bro. Greeley | 1.50 |
| A. F. Master Constable | 2.75 |
| Atty. | 3.00 |

Appeal by Dept. from Judgment of A. F. Moses, Justice of the Peace.

June 6, 1922. Rule to show cause granted why appeal should not be stricken off, returnable to next term. Per Curiam. (See Paper Filed)

On Argument List for Sept. Term, 1922, No. 4 "Submitted."

Sept 25 1922 Service on Dept by A. F. Masters constable on motion to strike off appeal on June 22 1922. See paper filed

Order:- Nov. Jan. 2, 1923, rule absolute and appeal from the judgment of the Justice is stricken off. Per Curiam

(See papers, opinion of Court filed)

Kincaid & Kincaid
62

Nov 28 1922 Recd of Pltff by atty Minister and 80/100 dollars Shff & Prothys costs
V. L. Greeley Pro

Nov. 28. 1922
Received from Pro Greeley $9.95 my costs
H B Boutshall
Sheriff

Edgar J. Goodwill
vs.
Marien L. Goodwill
Issued April 15, 1922.

| | |
|---|---|
| Tax & writ (Atty fee) # | 2.00 |
| Shff Boutshall | 1.85 |
| Shff Boutshall | 1.85 |
| Shff Boutshall on Proc | 6.25 |
| W. L. Peake, master paid | 10.00 |
| Pro. Greeley | 9.85 |
| Atty | 3.00 |

Subpoena in Divorce
And now April 15, 1922, subpoena awarded, Returnable first Monday of June next
(Signed) Thos. J. Prather, P. J.
Subpoena returned: June 5, 1922, the within named Marien L. Goodwill not found in my bailiwick.
So answers H. B. Boutshall, Shff.
June 6, 1922 Alias subpoena in divorce issued, returnable to first Monday of August nett.
Alias subpoena returned: Aug. 7, 1922, The within named Marien L. Goodwill is not found in my bailiwick.
So answers H. B. Boutshall, Shff.
Aug. 7, 1922. Order issued to make Sheriffs proclamation, returnable to next term.

And now, Sept. 11, 1922, 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 ans. H. B. Boutshall, Shff.
And now, Oct. 16, 1922, Walter L. Peake, Esq., is appointed Master to take the testimony in the above entitled case, and make report thereon according to law. (Signed) Thos. J. Prather, P. J. (See paper filed) Com. issued.
Nov 28 1922 Testimony and Report of Master filed.
On Argt. List for Feb. Term, 1923. No. 15
Now, March 5, 1923, After due consideration, a divorce is decreed as prayed. Per Curiam Decree
And now, to-wit Mar. 5, 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, Edgar J. Goodwill be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him the said Edgar J. Goodwill, the libellant and the said Marien L. Goodwill, the respondent And that thereupon all and every the duties, rights and claims according to either the said libellant or the said respondent at any time heretofore in pursuance of said marriage shall cease & 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. E. Bossard
A. Dickson Andrews
63

Lewis L. Webb,
Trustee,
vs
William E. Knapp
Issued April 15, 1922.

| | | |
|---|---|---|
| Pro. Greeley (paid 5/6/22) | 2.00 | |
| Pro. G. since | 1.25 | |
| Atty | 3.00 | |
| Original Costs: | | |
| Plff | 1.25 | |
| Atty A.D. Andrews | 3.00 | |

Of No 314 February Term, 1917.
Scire Facias to revive and continue the lien of above judgment, with notice to terre tenants, if any;
Returnable to next term.
May 6, 1922. Writ returned to the files, without Sheriff's return or other endorsement.
May 6, 1922. Agreement filed, to wit:—
"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 One thousand three hundred thirty-two and 45/100 Dollars, with interest from April 21, 1922, and costs, and 5 per cent added for attorney's commission, hereby waiving stay of execution, the right of inquisition and exemption laws."
Witness our hands and seals, this -- day of April, 1922.
(Signed) W. E. Knapp (Seal)
Witness: (Signed) L. L. Webb.

Debt
$ 1332.45.
Ent. from April 21, 1922.
Judgment.
J. V. L. Greeley, Prothy.

K. Fi. III.

Fi Fa no 33 Sept Term 1926
Att Execution no 4 Nov Term 1926

| | | |
|---|---|---|
| Otto Kohler<br>vs | C. R. Donnally<br>vs<br>Mary Donnally and<br>A. H. Donnally.<br>Issued April 15, 1922 | Sire Facias sur Mortgage recorded in Mortgage Book Volume 85 page 234. Returnable to first Monday of May next<br>April 15, 1922 Affidavit of plaintiff as to title to land, etc., filed.<br>Writ returned: May 1, 1922, Nihil habet as to Mary Donnally and A.H. Donnally, as I am unable to find them in my bailiwick<br>So answers, H.B. Entshall, Sheriff.<br>May 19, 1922, Alias Sci Fa. issued, returnable to First Monday of June next<br>Alias writ retd: Served the within writ by posting a true and attested copy of the within writ on the within described property in the City of Titusville, Crawford County, Pa., on May 20, 1922, Nihil habet as to Mary Donnally and A.H. Donnally - not found in my bailiwick. So answers H.B. Entshall, Shff |

| | |
|---|---|
| | # |
| Tax & writ (paid) | 2.25 |
| Rec. Boswell | .50 |
| Shff. Entshall | 3.00 |
| Shff. Entshall on alias | 10.80 |
| Pro. Greeley | 3.50 |
| Atty | 3.00 |

Now, June 7, 1922, comes plaintiff by his attorney and enters judgment on two returns of Nihil, in favor of C. R. Donnally, plaintiff and against Mary Donnally and A.H. Donnally, defendants, and liquidates the same at the sum of Twelve hundred forty-seven and 22/100 Dollars with interest from date, with costs. (See Rule Doc 12, p. 568)

Debt
Int. from June 7, 1922.
#1247.22

D. pp. 148-148.

Judgment.
V. L. Greeley, Prothy

Lev. Fac. to No 35 Sept. Term, 1922.

# MAY TERM, 1922

Judgments to Date

65

New First National Bank of Meadville, Pa.
vs.
J. B. Alexander, Deft., and Geo. W. Alexander and T. H. Alexander, Terre Tenants
Entered April 19, 1922

Pro. Greeley (paid) $2.25
(Included in judgment debt)

Of No. 344 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 Two Thousand Two and 25/100 Dollars, being the amount of debt, interest and costs, now due on the original judgment.
Dated, April 19, 1922
(Signed) Geo. W. Alexander (Seal)
T. H. Alexander (Seal)
J. B. Alexander (Seal)
New First National Bank,
By M. A. Hirsch, Cashier.

Signed, sealed and delivered in the presence of
(6/22) Florence A. Deane
Chas. E. Newhard

A page 105.

Debt $2,002.25
Int. from Dec 31, 1922
Judgment.
W. L. Greeley, Prothy.

And now, April 16, 1925, we hereby release from the lien of this judgment all that certain piece of land situate in North Shenango Township, Crawford County, Pa, containing 108 acres more or less and being the same land conveyed by Geo W. and T. H. Alexander to Albert Boyer and by Albert Boyer to Jennings Boyer by deed recorded in Recorders Office of Crawford County in Deed Book 251 page 26.
New First National Bank
By J. W. Hunter, Asst Cash

# MAY TERM, 1922

| | | |
|---|---|---|
| 66<br>Thomas & Thomas | G. D. Frantz<br>vs<br>Casper Yeaney<br>Entered April 21, 1922<br><br>Jay Sentry (Judby Dft.) 1.50<br>Costs on Trans. (#25 & Dft) 13.40<br>Gro. Greeley 1.25<br>Atty 3.00 | Appeal by Dft from Judgment of A. F. Moses, Justice of the Peace.<br>And now, Dec. 29, 1924, No declaration or statement of claim having been filed, and more than fifteen months having elapsed from the first day of the term to which this appeal was entered, – upon petition of defendant presented in open Court, and due consideration thereof it is ordered that a non pros. be and is hereby entered in this case.<br>(See paper filed) Per Curiam.<br>Judgment<br>F. page 93. V. L. Greeley, Gro. |

John O McClintock
Walter J McClintock
67

In the Matter of the Incorporation of Meadville Auto Club
Entered April 25, 1922

5-26-22
Pro. Greeley paid 3.00
Pro G. Recording Pd 1,00
Pro Sloyton Paid 5-5-64 10.00

April 25, 1922 Certificate for incorporation filed

May 22, 1922 Proofs of publication of notice of application in the Meadville Tribune-Republican and the Enterprise-News, filed.

Decree.

And now, to wit: May 22, 1922, the within certificate of incorporation having been on file in the office of the Prothonotary of the Court of Common Pleas, and due proof of publication of notice of presentation having been presented to me, I hereby certify that I have perused and examined said instrument and find the same to be in proper form, and within the specified purposes of corporations of the first class, and that the said purposes are lawful and not injurious to the community. It is therefore ordered, adjudged and decreed that the same be and are hereby approved, and that upon the recording of the said charter and its endorsements and this order in the office of the Recorder of Deeds in and for Crawford County, 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

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

April 4, 1964 Articles of Amendment, Articles of Incorporation, and Availability of Corporate name filed.

April 20, 1964 Proofs of Publication and Decree filed.

Decree:- And Now, this 13 day of April, 1964, an application for the amendment of its charter and the Articles of Amendment of the Meadville Auto Club under the Non-profit Corporation Law approved May 5, 1933, as amended, having been presented for approval to me, a law judge of said county, accompanied by proof of publication of notice of the said application and a certificate from the Department of State showing the registration of the proposed corporate name as required by law, I do hereby certify that I have perused and examined said instrument and that I find them to be in the proper form within the provisions and requirements of of the Act of the General Assembly of the Commonwealth of Pennsylvania known as the "Non-profit Corporation Law" approved May 5, 1933, as amended, and that the proposed amendments appear to be lawful in that they will be beneficial and not injurious to the community.

It is therefore ordered and decreed that the Articles of Amendment of the Meadville Auto Club be and the same are hereby approved and upon the recording of the said Articles of Amendment and this decree, the amendment specified in the Articles of Amendment shall become part of the original Articles of Incorporation and of the original Charter.

Witness my hand and the seal of said Court. P. Richard Thomas Judge

April 20, 1964, Report of Amendment mailed to Secretary of the Commonwealth, Harrisburg, Pa.

B B Bickett

68

Dec 10 1926 Rec'd of Guardian One and 50/100 Dollars as Costs
V. L. Greely Pro

Petition of A L Rough for appointment of a Guardian of Clara Rough aged 22 years, of Randolph Township.
Entered May 1, 1922

Pro. Greely (2nd hearing Sept. 20/22) 6.25

Pro G on discharge 1.50

May 1, 1922 Petition presented in open Court & filed. C. p. 171.

Now, May 1, 1922, Upon consideration of the foregoing petition, it is ordered that a hearing on said petition be had on the 22d day of May, 1922, at 11 o'clock A.M. of said day, and that ten days' notice of said hearing be given to said Clara Rough and also to the brother Elmer Rough, and also to Oren Rough, an uncle living in Wayne Tp., this county (See petition filed) Per Curiam.

Findings and Decree of Court

And now, May 22, 1922, upon hearing of the petition and evidence in this case in open Court, and upon consideration thereof, it appearing to the Court that due notice of this hearing was duly served upon the parties interested, as per notices hereto attached, and that said Clara Rough was unable to be present, it is ordered, adjudged and decreed, that the said Clara Rough is so feeble minded and mentally defective that she is unable to take care of her property, and in consequence thereof is liable to dissipate and lose the same, and to become the victim of designing persons. Wherefore, upon motion of B. B. Bickett, Esq., attorney for petitioner, the Court appoints Orin C. Rough to be guardian of the estate of said Clara Rough, said guardian to give bond with sufficient surety, to be approved by the Court, in the sum of Fifty Dollars, conditioned according to law. (Signed) Thos. J. Prather, President Judge.

(See paper filed)

May 22, 1922 Bond of Orin C. Rough, Guardian, with Elmer C. Rough and A. L. Rough as sureties, in the sum of $50.00, approved by the Court and filed.

April 23, 1923 Petition of Guardian for leave to sell real estate (10 acres, more or less, in Wayne Tp.) at private sale, with supporting affidavits, presented in Open Court and filed.

Now, April 23, 1923, upon consideration of the foregoing petition and accompanying affidavit, the Court being satisfied that it is for the interest and advantage of said ward that her said interest in land described in said petition be sold as prayed for; and the Court being of the opinion that, under the circumstances, a better price can be obtained at private sale than at public sale, it is ordered and decreed that said Orin C. Rough, Guardian of Clara Rough, be and he is hereby authorized to sell the said ward's interest in said land for the sum of $111.12, by joining with the other heirs in executing and delivering to said Glen McDaniel a deed for said land as prayed for in said petition. Bond in

Record continued on page 430.

# MAY TERM, 1922

Roy S. Peters
69

Aug 31 1922 Rec'd $ Pff by atty
Seventeen and 05/100 dollars
Shff & Prothy costs
V. L. Greeley Pro

Aug 31 1922
Received from Pro. Greeley
$17.20 my costs
H B Leutshall
Sheriff

Fay Torry
vs
Stella Torry.
Entered May 1, 1922

| | |
|---|---|
| Tax writ (paid) | 2.00 |
| Shff. Leutshall | 8.20 |
| Pro Greeley | 8.85 |
| Master J. E. Henretta (paid) | 25.00 |
| atty | 3.00 |

Subpoena in Divorce.
And now, May 1, 1922, Subpoena awarded Returnable to first Monday of June next (Sgd) Thos. J. Brather, P. J.
Subpoena returned: Served the within Subpoena in divorce on the respondent personally, on the fourth day of May, 1922, 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 H. B. Leutshall Shff
And now, to wit, July 3, 1922, On motion in open Court, J. E. Henretta, Esq. is appointed Master to take the testimony on the part of the libellant, and make due return thereof to Court. By Hon. Thos. J. Brather, P. J.
(See paper filed) Com. issued.
Aug. 30, 1922. Testimony and report of Master filed.
On Argument List for Sept. Term, 1922. No. 32.
Oct. 18, 1922, After due consideration, a divorce is decreed as prayed. Per Curiam.
Decree:- And now, to wit, Oct. 18, 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 Fay Torry be divorced, and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between him the said Fay Torry, the libellant, and the said Stella Torry, 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 A. Stolz<br>70 | ✓ Petition of Henry J. Abel and Anna Abel for adoption of Clara Frances Johnson & Martha Viola May Johnson as their Children and heirs.<br>Entered May 1, 1922<br>Gro. Greeley 5-22-22 paid 3.00 | May 1, 1922. Petition with order of Court and Consent of Board of Guardians of Madison County, Indiana, presented in open court and filed.<br>Decree.<br>And now, May 1, 1922 upon consideration of the foregoing petition and statements, and it appearing to the court thereby that the welfare of said minor children will be promoted by such adoption, the prayer of the petition is granted; and it is ordered and decreed that the said Clara Frances Johnson shall assume the name, Marie Katherine Abel, and Martha Viola May Johnson shall assume the name of Rita Elizabeth Abel, and henceforth have all the rights of a child and heir of said Henry J. Abel and Anna Abel and be subject to the duties of such child. Per curiam.<br>(Del petition to file)<br>Same day, Certified copy of decree issued. |

# MAY TERM, 1922

| | | |
|---|---|---|
| Lewis L Webb<br><br>71<br><br>Mch 23 1925 Rec'd of Carl B Johnson Grd number and 50/100 Dollars as costs<br>V. L. Greeley Pro | Petition of Sarah Beals for an inquisition de lunatico inquirendo as to Timothy W. Beals of Spring Township.<br>Entered May 1, 1922<br><br>Pro. Greeley 3.00<br>Shff. Critchfield 1.50<br>Comr. McClintock<br>Jurors | May 1, 1922. Petition presented in open Court and filed. See page 36.<br>And now, May 1, 1922, upon due consideration of the petition, a writ de lunatico inquirendo is hereby awarded as prayed for; and Walter J. McClintock, Esq., is appointed Commissioner and directed to give notice to Clifford Beals, a nephew residing in Spring Township, and make return of this proceeding to Court on the 1st Monday of June, 1922. (See petition) Per Curiam<br>May 1, 1922. Commission issued<br>And now, June 5, 1922, return day extended to the first Monday of Sept. next. (See paper filed) Per Curiam |

| | | |
|---|---|---|
| Leland J. Culbertson<br><br>72 | Petition of William A. Hemler and Mabel B. Hemler, his wife for the adoption of Mary Spencer, a minor, as their child and heir.<br>Entered May 1, 1922.<br>Pro. Speeley (paid May 3rd) 3.00 | May 1, 1922 Petition, with consent of Katherine Kearney, grandmother of child, and supporting affidavits, annexed, presented in open Court and filed.<br>Decree<br>And now, May 1, 1922 the Court upon consideration of the foregoing petition, being satisfied that the welfare of the said Mary Spencer will be promoted by the adoption prayed for, and the consent of the grandmother and next friend having been given thereto, do, upon motion motion of Leland J. Culbertson, attorney for petitioners, grant the prayer of said petition, and do order and decree that the said Mary Spencer shall assume the name of petitioners and be hereafter known and called by the name of Mary Spencer Hemler, and shall have henceforth all the rights of a child and heir of the said William A. Hemler and Mabel B. Hemler, his wife, equally with any other children they may have, and shall be subject to the duties of such child, in accordance with the provisions of Act of Assembly in such case made and provided.<br>(See petition filed) Per Curiam.<br>Same day, Certified copy of decree issued. |

Albert L. Thomas
73

Oct. 9, 1922, Rec'd from Libellant, per Albert L. Thomas, Esq. her atty $19.35, being Prothp & Shffs costs.
V.L. Greeley, Pro

Oct 9—1922
Rec'd Eight + 50/100 Dollars. my costs
J Pro Greeley
H B Cutshall
Sheriff
Per O.K.P.

Ruby H. Mook
vs.
Floyd J. Mook
Issued May 1, 1922

| | |
|---|---|
| Tax + Pro Greeley | 2.00 |
| Shff. Cutshall | 1.85 |
| Shff. Cutshall on alias, | 6.65 |
| master (pd by Lib.) | 25.00 |
| Pro Greeley | 8.85 |
| atty | 3.00 |

Subpoena in Divorce
And now, May 1, 1922, subpoena awarded, returnable to first Monday of June next.
(Signed) Thos. J. Prather, P. J.

Subpoena returned: June 5, 1922, The within named Floyd J. Mook not found in my bailiwick.
So answers, H B Cutshall, Sheriff

July 27, 1922, Alias subpoena in divorce issued, returnable to first Monday of Sept. next.

Alias subpoena returned: Served the within Subpoena in Divorce on the Respondent personally, on the 2d day of August, 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.

Sept. 11, 1922, Curtis L. Webb, Esq. is appointed Master in this case. (See paper filed) Com. issued. By Hon Thos. J. Prather, P.J.

Nov. 9, 1922. Testimony and report of Master filed.

On Argument List for Nov. Term, 1922, No. 12

Dec. 18, 1922. After due consideration a divorce is decreed as prayed, and at cost of respondent.
Per Curiam

Decree:— And now, to-wit, Dec. 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 Ruby H. Mook be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Ruby Mook the libellant, and the said Floyd J. Mook, 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.

# MAY TERM, 1922

| | | |
|---|---|---|
| Wesley B. Best<br>74 | ✓Jessie Woodworth<br>vs.<br>✓Harry A. Woodworth<br>Issued May 1, 1922<br><br>Tax & writ (pd by Attyf May 2, 1922) 2.00<br>Shff. Butchall 1.85<br>Shff. Butchall on alias, 1.85<br>Shff. Butchall on Fee 6.25<br>J. E. Bossard, Master,<br>Pro. Greeley,<br>Atty, | Subpoena in Divorce<br>And now, May 1, 1922, subpoena awarded, Returnable to First of June 1922. (Signed) Thos. J. Brather, P.J.<br>Subpoena returned: June 5, 1922, The within named Harry A. Woodworth not found in my bailiwick.<br>So answers A.B. Butchall, Shff.<br>June 7, 1922, Alias subpoena in divorce issued, returnable to first Monday of August next.<br>Alias subpoena returned: Aug. 7, 1922, the within named Harry A. Woodworth not found in my bailiwick. So answers<br>A.B. Butchall, Sheriff.<br>Aug. 8, 1922. Order issued to make proclamation, returnable to next term.<br>And now, Sept. 11, 1922, I have made proclamation in the above entitled case according to law, and caused the same to be published in the Spartanburg Sentinal, 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 ans. A.B. Butchall, Sheriff<br>Sept. 21, 1922, Jefferson E. Bossard, Esq. is appointed Master in this case. Per Curiam. (See paper filed) Com. issued. |

Leland J. Soulberson
75

E. F. Lawrence
vs
D. E. Harroun and
J. A. Harroun
Entered May 1, 1922.

Pro. Greeley (pd May 2/22) $ 2.25
(Costs included in new debt)
atty 3.00

April 8, 1924 Recd of Plff. $3.00 atty-fee
V. L. Greeley, Pro.

April 8-1924 Recd. daylist for $3.00
Feltman Sutherland

Of No. 3452 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 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 Nine Hundred seven and 25/100 Dollars, being the amount of debt, interest and costs now due on the original judgment

Dated April 25, 1922

| | $ |
|---|---|
| Debt | 907.25 |
| Int. from April 25, 1922 | |
| Judgment | |

V. L. Greeley, Pro.

A/p 170.

April 8, 1924 Received satisfaction in full of the above judgment, debt, interest and costs & Prothy will mark same, as well as the original judgment satisfied.

E. F. Lawrence

# MAY TERM, 1922

Albert L Thomas
76.

v. Ross Wetzel
vs
Samuel Marvin
Issued May 2, 1922

| | |
|---|---|
| Jap+Bro. (Atty paid) | $ 3.00 |
| Sheriff Kutshall | 7.40 |
| Pro. Speeley | 6.25 |
| | 3.00 |
| Pro. Speeley for Co. | 5.25 |
| Jury fee | 4.00 |
| Atty | 3.00 |
| | .25 |
| | 29.15 |

Replevin for one light sorrel horse with blazed face, weighing about 1500 pounds, and one bay mare, weighing about 1500 pounds. Value of said Team $600; returnable to the day next preceding the last day of next term; to wit, Friday, May 26, 1922.

May 2, 1922. Affidavit as to value of property filed.

And now, May 2, 1922. Leave granted Albert L. Thomas, Esq. to become surety upon plaintiffs bond. Per Curiam. (See paper filed)

May 2, 1922. Bond of Plff. with Albert L. Thomas as surety in the sum of $1200.00, approved by the Court and filed.

May 2, 1922. Plaintiffs declaration filed.

May 4, 1922. Affidavit of defense filed.

Writ returned: Served the within writ on the within named Samuel Marvin on May 4, 1922, at his residence in Rusmeyer Township, Crawford County, Pa., by handing to him a true and attested copy of the within writ, and making Contents of same known to him. On May 5th the within named defendant gave bond, the same is hereto attached.

So answers H B Kutshall, Sheriff.

On Fall Trial List, 1922, No. 9. Nov. 27, 1922. Continued by consent.

On Trial List for 1st & 4th Mondays of March, 1923, No. 22.

March 1923. Continued by consent.

On Trial List for 4th Monday of Oct. 1923. No. 19.

Oct. 22, 1923. Continued by consent.

On Trial List for 1st Monday of Jan. 1924, No. 23.

On Trial List for 1st Monday of March, 1924, No. 17.

On Trial List for 1st Monday of March, 1925, No. 13.

March 5, 1925. Jury selected and sworn. Same day, after taking testimony, verdict for plaintiff for costs. Per Curiam.

M. Jp. 244

# MAY TERM, 1922

77

The Springs National Bank of Bainbridge Springs, Pa.
vs.
T. O. Turner
Entered May 4, 1922

Bro. Greeley (pd 5/6/22) 225

Of No. 133 May Term, 1917.
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 Three hundred fifty-one and 25/100 Dollars, being the amount of debt, interest and costs now due on the original judgment.

Dated April 18, 1922

| | # |
|---|---|
| Debt | 351.25 |
| Int. from April 24, 1922 | |
| Judgment | |

T. 4 a 66.

W. L. Greeley, Prothy.

# MAY TERM, 1922

| | | |
|---|---|---|
| 78 | ✓ A. N. Isabel<br>vs<br>✓ A. Van Alstyne<br>Entered May 24, 1922<br><br>Tax entered pd by Dept 1.50<br>Costs on Trans. 4.30 | Appeal by Deft from Judgment of A. F. Moses, Esq., Justice of the Peace. |

# MAY TERM, 1922

| | | |
|---|---|---|
| Geo. Eldred ~ | Petition of Edward G. Jackson and Julia R. Jackson, his wife, for the Adoption of Joseph Edward Jackson as their child and heir<br>Entered May 4, 1922.<br>Grs. Greeley 5-16-22 paid 3.00 | May 4, 1922, Petition with supporting affidavits and statement annexed, presented in open Court and filed.<br>Decree.<br>And now, May 1, 1922, upon consideration of the foregoing petition and statements, and it appearing to the Court thereby that the welfare of the said minor child will be promoted by such adoption, and that the recommendation and consent for such adoption has been given thereto by the officer in charge of the Salvation Army, at Titusville, a charitable institution, having had the charge and care of the said child for more than one year last past, and it appearing to the Court that the child has no known parents, that it has been deserted by them, the prayer of the petition is granted, and it is ordered and decreed that the said Joseph Edward Jackson shall assume the name "Joseph Edward Jackson" and henceforth have all the rights of a child and heir of said Edward G. Jackson and Julia R. Jackson. By the Court<br>(See paper filed May 4, 1922) (Signed) Thos. J. Prather, P. J.<br>May 4, 1922. Certified copy of decree issued. |
| 79 | | |

# SEPTEMBER TERM, 1922

d to Victor Johnson

1

Donald C. Thompson – 6/5/1922
for Saeger and Scott, defts
P.A. & L.G.

Mch 5 1923 Recd
of Deft by atty
twenty four and
55/100 Dollars
in part of unpaid costs
U. L. Greeley Pro

March 7 1923
Received from Pro. Greeley
in full of my costs
R. B. Mitchell Sheff

Mch 7 1923 Recd
of Pro. Greeley One
hundred 50/100 Dollars
in full of my costs.
O. B. Mosier Clk.

Rec. March 7th - 1923 from
U. L. Greeley Prothy - the
sum of Nine dollars being
in full of my docket fees -
C. Victor Johnson, Atty
for use Plaintiff -

Commonwealth of Pennsylvania, and Commonwealth of Pennsylvania, to the use of Mary E. Saeger,
vs.
W. G. Saeger and R. H. Scott
Issued May 8, 1922

| | # |
|---|---|
| Tax writ | 2.25 |
| Dra R. Mosier, Clk. | 1.50 |
| Shff. Mitchell | 3.70 |
| Pro. Greeley, | 5.00 |
| Atty, 1st Judgt. | 3.00 |
| Atty, 2d Judgt. | 3.00 |
| Pro. Greeley, 3d Judgt. | 2.50 |
| Atty 3d Judgt. | 3.00 |
| 3 Satisfs. 60¢ | 23.95 |
| | 20.55 |

Of No. 12 November Sessions, 1918 Q.S.
Scire Facias sur Recognizance filed in the Court of Quarter Sessions of Crawford County, at No. 12 November Term, 1918. Returnable to first Monday of June, 1922.

May 8, 1922, Copies of Recognizance sued upon and orders of Court, and suggestion of breaches filed.

May 8, 1922, Declaration filed.

Writ returned: Served the within writ on the within named R. H. Scott, on May 9, 1922, at the Sheriffs office, at the Court-house, in the City of Meadville, Crawford County, Pa., by handing to him a true and attested copy of the within writ, and making contents known to him; also served a true and attested copy of the declaration and suggestion of breaches on the within named R. H. Scott at his residence in West Mead Township, Crawford County, Pa., on the 20th day of May, 1922. Nihil habet as to W. G. Saeger. So answers R. B. Mitchell, Sheriff.

Sept. 5, 1922. Motion for judgment against the defendants for want of answer and in favor of the Commonwealth of Pennsylvania and use plaintiff Mary Saeger, presented in open Court and filed, and the following order made:-

And now, September 5, 1922, upon presentation of the foregoing motion in open Court, and after due consideration thereof, it is ordered and decreed that judgment be entered for the Commonwealth of Pennsylvania and against W. G. Saeger and R. H. Scott the defendants in the sum of Three Hundred Dollars ($300.00) the penalty named in said recognizance, and we ascertain and liquidate the amount presently due to Mary Saeger, the use plaintiff, to be Twenty-eight Dollars ($28.00), which said sum of Twenty-eight Dollars was due to her on April 30, 1922, and that being all the arrearages on said recognizance up to the time of suit brought; and it is further ordered and decreed that the costs of said proceedings be paid by the said defendants. Per Curiam. (See paper filed)

| | |
|---|---|
| Penal Debt | $300.00 |
| Real Debt to Mary Saeger | 28.00 |
| Interest from April 30, 1922. | |

Judgment
U. L. Greeley, Prothy.

Sat. q: Sc. p. 151.

Record continued on page 593.

# SEPTEMBER TERM, 1922

| | | |
|---|---|---|
| W. W. Benedict<br><br>2 | Petition of Lee J. Rowe for adoption of Lawrence Foley, Marion Foley and Dorothy Foley, the children of his wife, Zoe Foley Rowe.<br>Entered May 8, 1922<br><br>Grs. Speeley 3.00<br>Cer copy 1.00 | May 8, 1922 Petition with consent of Zoe Foley Rowe annexed presented in open Court and filed.<br>Decree<br>And now, May 8, 1922, upon presentation of the foregoing petition, and upon due consideration thereof, and it appearing to the Court thereby that the welfare of the said minors will be promoted by such adoption, and that the mother of said children is now the wife of the petitioner and consents thereto, the prayer of the petition is granted; and it is ordered and decreed that the said Lawrence Foley, Marion Foley and Dorothy Foley shall assume the name Lawrence Rowe, Marion Rowe and Dorothy Rowe, and henceforth have all the rights of a child and heir of said Lee J. Rowe and Zoe Foley Rowe, their natural mother, and be subject to the duties of such children. Per Curiam. (See petition filed)<br>May 8, 1922, certified copy of decree issued |

| | | |
|---|---|---|
| Roberts & Wasson<br><br>3 | Petition of Chester B. Joslin and Alida B. Joslin, his wife for the Adoption of Betty Jane Long as their Child and heir<br>Entered May 8, 1922<br><br>Geo. Speeley (pd May 10th) 3.50 | May 8, 1922, Petition and affidavit, with consent of (1) mother of child, (2) Grandmother of child, and Pittsburgh Home for Babies, annexed, presented in open Court and filed.<br>Decree<br>And now, May 8, 1922, upon consideration of the foregoing petition and statements, and it appearing to the Court thereby that the welfare of the minor child will be promoted by such adoption, and that the consent of the mother and only legal parent, Gladys Meyers Long, is given thereto, the prayer of the petitioners is granted; and it is ordered and decreed that the said Betty Jane Long shall assume the name Lois Lorimer Joslin and henceforth have all the rights of a child and heir of said Chester B. Joslin and Alida B. Joslin, and be subject to the duties of such child. Per Curiam. (See petition filed)<br>May 8, 1922, certified copy of decree issued |

# SEPTEMBER TERM, 1922

| | | |
|---|---|---|
| Donald L. Thompson<br>vs<br>William J. Howick<br>Issued May 8, 1922<br>Tax & writ (Plff Paid) 2.50<br>Shff. Butshall (Plff Pay) 3.80 | Leland J. Culbertson | Of No. 402 February Term, 1921<br>Attachment Execution; Returnable to First Monday of June next.<br>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 Crawford County Trust Company, and summon them as garnishee.<br>Writ returned: Served the within writ on the within named William J. Howick on May 9, 1922, at his residence in Vernon Tp., by handing to him a true and attested copy of the within writ and making contents of same known to him. Also, served the within writ on the within named Crawford County Trust Company on May 8, 1922, by handing to R. Gaskell of said Trust Company, a true and attested copy of the within writ and making contents of same known to him. So answers, H. B. Butshall, Shff. |

# SEPTEMBER TERM, 1922

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|---|---|---|
| 5 | Petition of H. B. Cutshall, Sheriff for approval of his appointment of Herbert L. Rightlinger as Special Deputy Sheriff for Greendale Cemetery Entered May 9, 1922. | May 8, 1922 Petition presented in open Court and filed. Order of Court: And now, May 8, 1922, the above appointment of Herbert L. Rightlinger as Special Deputy Sheriff on the property of Greendale Cemetery in Crawford County, is hereby approved. By the Court. (Signed) Thos. J. Grather, P. J. Same day, Oath of office taken before John D. McClintock, N.P., filed, and Certificate of appointment issued. |
| March 28, 1923 Recd of Greendale Cemetery by hand of Pro. Greely $1.50, being costs pd to me by Pro. G. on 1/6/23. H B Cutshall Sheriff Per D.N.O. | Pro. Greely 1-6-23 paid # 1.50 | |

6

In the Matter of the Appointment of a Board of Viewers for the County of Crawford, pursuant to provisions of the Act of June 23, 1911, P.L. 1123.

Entered May 9, 1922.

Pro Greeley

#2,3,5

Order of Court

Now, May 9, 1922, the Court appoints the following persons to constitute the Board of Viewers for the County of Crawford:

W. A. Doane, West Mead
L. B. McDowell, Springboro
~~John A. Northam, Esq., Meadville~~
Blair Spantz, Venangoboro
George W. Nelson, Spring Township
John Kirk, Titusville
D. D. Stranahan, Sparta Township
R. L. Gordon, Summerhill Township
Ebenezer Greene, Cambridge Springs

Per Curiam.

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

(See paper filed)

For last preceding appointments, see No. 29 November Term, 1918).

Now, January 16, 1924, John A. Northam, Esq., having been appointed County Solicitor for said County, and having tendered his resignation as a member of said board, the Court hereby appoints J. E. Bossard, Esq., as a member of said board to fill said vacancy.

(See paper filed)

Per Curiam.

Now, December 30, A.D. 1924, the Court appoints O. Clare Kent, Esquire, as a member of said Board of Viewers, to fill the vacancy caused by the resignation of L. B. McDowell. Per Curiam. (See paper filed)

For further appointments, see No. 139 Feb. Term, 1927.

# SEPTEMBER TERM, 1922

| | | |
|---|---|---|
| Donald B Thompson<br>vs<br>Wisley B Beck | Vincent Pepicelli<br>vs<br>Antonio Fazio, doing business as the Meadville Macaroni Company<br>Entered May 9, 1922.<br>Jay Bros Greeley (Paid by Pltff) 3.00<br>Atty 3.00 | Amicable Action of Ejectment for the First, Second and Third Floors of the Brick Building situated at No. 1006 Water Street in the Fourth Ward of the City of Meadville.<br>May 9, 1922. Affidavit of Plaintiff, copy of Lease and Confession of Judgment filed.<br>Confession of Judgment.<br>By virtue of the warrant of attorney contained in the lease hereto attached (by copy) I, Donald B. Thompson enter an appearance for the said defendant in an Amicable action of ejectment and confess a judgment in ejectment for the premises in the said lease described to wit: All that certain First, Second and Third Floors of the Brick Building situated at 1006 Water Street, Meadville, Pa., in favor of Vincent Pepicelli, and against the said Antonio Fazio, doing business as the Meadville Macaroni Company, with Forty-five Dollars arrears of rental, due May 1, 1922, with a five per cent Attorneys commission on same, amounting to $2.25, and costs of suit; because of breach of conditions of said lease in the non-payment of the May rent when due and payable, and after demand for same. (Signed) Donald B. Thompson, Attorney for Defendant.<br>F. fr. 131; Firm fr 143. Judgment<br>W. D. Greeley, Prothy.<br>Hab. Fac. Poss. with clause of Fi. Fa. to No. 5 Sep. Term, 1922.<br>May 10, 1922. The rent in arrear and costs satisfied.<br>(See execution.) |

# SEPTEMBER TERM, 1922

| | | |
|---|---|---|
| B. B. Pickett<br>& | George W. Cooper<br>vs<br>Ralph Payne<br>Issued May 6, 1922 | Replevin for one G-O Tractor, Model "G", No. 2223, of the value of $610.00; and One No. 78 Oliver Tractor Gang Plow of the value of $90.00; Both articles together being valued at $700.00; Returnable to next term. |
| | Taxt writ (Plff. pd) 3.00<br>Shff. Cutshall 8.40<br>Pro Gum ofes 1.00 | May 10, 1922, Affidavit of Plaintiff as to Value of property filed. |
| | | May 10, 1922. Bond of Plff. with L. Algriffis as surety, in the sum of $1400.00, approved and filed. |
| March 1 1924 Rec'd of Plff by atty nine and 40/100 Dollars Costs in this case<br>V. E. Greeley Pro. | | Writ returned: Served the within writ on the within named Ralph Payne on May 11, 1922, by handing to him a true and attested copy of the writ and making contents of same known to him, in Spring Township, Crawford County, Pa., the defendant Ralph Payne has given bond which is herein attached.<br>So answers, A B Cutshall, Shff. |
| March 1st 1924 Rec'd of Pro Greeley Eight & 40/100 Dollars my costs<br>A B Cutshall<br>Pro 0.40 Sheriff | | May 12, 1922, Defendants bond in replevin, with G. F. Payne as surety, dated May 11, 1922, in the sum of $1400.00, filed. |
| | | March 1, 1924 Plaintiff informs me that the case settled between him & Defts.<br>B. B. Pickett,<br>Atty for Plff. |

# SEPTEMBER TERM, 1922

W. J. Whieldon
Thomas & Thomas
vs
Otto Kohler

E. B. Minnis
vs
J. A. Bailey and
Hannah Bailey
Entered May 11, 1921.

| | | # |
|---|---|---|
| Tax & Pro fs. (Plff. pd) | 2.00 | |
| Pro. Speeley | 2.50 | |
| atty | 3.00 | |

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

May 11, Affidavit that Plaintiffs claim exceeds $100.00 filed.

May 11, 1922. Plaintiffs statement of claim filed.

May 11, 1922. Appearance, waiver and acceptance of service filed, to wit:-

"And now, May 9, 1922, I hereby appear for the defendants in the above stated case, waive the issuing of a Summons therein and accept service of same, with the same force and effect as if a Summons had regularly issued, returnable to the first Monday of June next, and been served by the Sheriff of Crawford County upon the said defendants. At the same time I accept service of a copy of plaintiffs statement of claim with notice to defendants indorsed thereon." (Signed) Otto Kohler, Attorney for Defendants.

June 3, 1922. Affidavit of defense filed.

June 8, 1922, Plaintiffs answer to defts. claim of Set off filed.

On Fall Trial List, 1922, No. 11.

Dec. 1, 1922, this case having been settled is ordered discontinued

Thomas & Thomas
Attys for Plffs.

# SEPTEMBER TERM, 1922

J W Smith

10

June 2 1922 Recd of Deft Eleven and 30/100 dollars costs in this case
V. L. Greeley Pro
June 2, 1922
Received My costs from Pro. Greeley
H B Cutshall
Sheriff

The First Presbyterian Church and Congregation in Meadville Crawford County, Pennsylvania, a corporation,
vs.
Adelbert L. Brush, Mortgagor and Monroe N. Hyth, Terre Tenant
Issued May 11, 1922.

Tax writ (atty fee) #
Rec. Bowell Paid .50
Shff. Cutshall 10.30
Pro G .50

Scire Facias sur Mortgage recorded in Mortgage Book 58, page 229.
Returnable to first Monday of June next.
May 11, 1922. Affidavit as to title to land filed.
June 1, 1922, Plaintiffs statement filed

June 2, 1922 This case discontinued.
J. W. Smith
Atty. for Pff

Writ returned: Served the within writ on the within named Monroe N Hyth, at his home in East Fallowfield Township on May 16, 1922, by handing to him a true and attested copy of the writ and making contents of same known to him. Nihil habet as to Adelbert L Brush.
So answers H. B. Cutshall, Sheriff

# SEPTEMBER TERM, 1922

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|---|---|---|
| Albert L Thomas<br>Fred B Kiebort<br>11 | Standard Sanitary Mfg. Co.<br>vs<br>E J. Seelye<br>Issued May 12, 1922<br><br>Tax + writ (Bliff. pd) 2.00<br>Shff. Gutshall 7.20<br>Pro. Greeley 2.50<br>Atty 3.00 | Summons in Assumpsit; Returnable to first Monday of June next.<br>May 12, 1922 Affidavit that Pltffs claim exceeds $300.00 filed.<br>May 12, 1922 Plaintiffs statement of claim filed.<br>Writ returned: Served the within summons and plaintiffs statement of claim on the within named E. J. Seelye, by handing to him a true and attested copy of each, and making contents of same known to him on May 18, 1922<br>So answers H. B. Gutshall Shff<br>And now, June 6, 1922, comes the plaintiff by its attorneys Albert L Thomas and Fred B. Kiebort, and enters judgment against the defendant and in favor of the plaintiff, for want of an appearance and affidavit of defense; and same day, judgment liquidated at the sum of Six hundred sixty-eight Dollars and eighty-nine cents. (See paper filed<br>Debt $668.89<br>Int. from June 5, 1922<br>Se p. 27. Judgment<br>V. L Greeley, Prothy<br>Fi. Fa. to No. 43 Sept. Term, 1923. |

# SEPTEMBER TERM, 1922

W. J. Sirdevan
12

Sept 13 1922 Rec'd of Pepf by atty Seven and 85/100 dollars my costs
V. L. Greeley Pro

Anna Edith Kelsey
vs
Clyde Irvin Kelsey
Issued May 12, 1922

| | | # |
|---|---|---|
| Tax & writ (paid) | | 2.00 |
| Jos. S. Putnam sub. (paid by atty) | | 2.00 |
| Chas. Stegner, Master pd | | 25.00 |
| Pro Greeley | | 7.85 |
| atty | | 3.00 |

Subpoena in Divorce
And now, May 12, 1922, Subpoena awarded, Returnable the first Monday of July next.
Per Curiam.

Subpoena returned: "That on the 6th day of June, 1922, in the Township of Rome, Crawford County, Pa., deponent personally served the within subpoena in divorce upon the said Clyde Irvin Kelsey, the within named respondent, by handing to him personally a true and attested copy thereof, and at the same time making known to him the contents of the within subpoena; that deponent by reason of personal acquaintance with the said Clyde Irvin Kelsey, knows him to be the respondent within named.
So answers J. A. Putnam.
(See affidavit of service on subpoena)

And now, July 3, 1922, Chas. Stegner, Esq. is appointed Master in this case. By Hon. Thos J. Prattler, P.J. (See paper filed) Com. issued
Sept. 13, 1922, Testimony and report of Master filed
On Argument List for Sept. Term, 1922, No. 33.
Oct. 18, 1922, After due consideration, a divorce is decreed as prayed, and all cost of respondent. Per Curiam.

Decree:- And now, to wit, Oct. 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 Anna Edith Kelsey be divorced and forever separated from the legal ties and bonds of matrimony heretofore contracted between her, the said Anna Edith Kelsey, the libellant, and the said Clyde Irvin Kelsey, 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

# SEPTEMBER TERM, 1922

| | | |
|---|---|---|
| Otto Kohler<br><br>13<br>O. Clarekent 6/3/22<br>U.L.K. | The Standard Sewing Machine Company<br>vs<br>Robert F. Hague<br>Issued May 03, 1922<br><br>Tax + writ (Atty pd) # 2.00<br>Shff. Kutshall 3.50<br>Pro. Greeley 3.25<br>atty 3.00<br><br>Received Nov. 25, 1924 my docket fee $3.-=<br>Otto Kohler<br><br>Nov 26 1924 Rec'd of Peffs atty nine and 75/100 dollars costs<br>V. L. Greeley Pro<br><br>Nov 26-1924 Rec'd of Pro Greeley Three 50/100 Dollars my Costs<br>H B Kutshall<br>O.K.P. Sheriff | Summons in Assumpsit, Returnable to first Monday of June next.<br>May 13, 1922, Statement of claim filed, and copy of same certified to Sheriff.<br>Writ returned: Served the within writ and Statement of claim on the within named Robert F. Hague on May 15, 1922, by handing him a true and attested copy of the within writ and statement of claim and making contents of same known to him.<br>So answers, H.B. Kutshall, Shff.<br>June 3, 1922. Affidavit of defense filed.<br>And now, Sept. 14, 1922, Plff. by attorney enters a rule on Deft to show cause why judgment should not be entered for want of a sufficient affidavit of defense.<br>(See Rule Doc. 12, page 573)<br>On Argt. List for Sept. Term, 1922, No. 10<br>Sep. 28, 1922. Argued B.A.D.<br><br>Order:- Now, Jan. 2nd 1923, defendant is granted fifteen days to file an amended affidavit of defense and in default in so doing, said rule will be marked absolute; and upon filing said amended affidavit, the rule will be marked discharged.<br>Per Curiam.<br>(See opinion of Court filed)<br>Jan. 8, 1923- Amended affidavit of defense in accordance with order of Jan. 2, 1923, filed. |

# SEPTEMBER TERM, 1922

Thomas & Thomas
Albert L. Thomas
14
J. W. Smith,
C. Victor Johnson,
O. Clare Kent
July 19, 1922

W. H. Buck and
S. W. Gehr
vs.
E. W. McArthur.
Issued May 16, 1922

| | |
|---|---|
| Tax & writ (Plff. pd) # | 2.50 |
| Shff. Butshall | 3.00 |
| Shff. Butshall on Plffs. rule | 3.40 |
| Pro. Speeley, | |
| Essie M. Peters, Sten. hired on Dep. of Chas. E. Lowe, Esquire | 2.88 |
| Appeal to S.C. (pd by Plff. Jan. 25) | 3.00 |
| Pro. S. doc. ent. for S.C. | 3.00 |
| Atty. fee Superior Ct. | 3.00 |

Ejectment for 2½ acres of land, more or less, situate in Sadsbury Township returnable to the First Monday of June next.

May 22, 1922, Affidavit of plaintiff, W. H. Buck filed

Writ returned: Served the within writ on the within named E. W. McArthur, on May 16, 1922, at his office, 307 Chestnut Street, in the City of Meadville, Pa. by handing to him a true and attested copy of the within writ, and making contents of same known to him. So answers H. B. Butshall, Shff.

May 16, 1922, Affidavit of O. H. Palmer, Deputy Sheriff, in proof of service, filed

June 30, 1922, Plaintiffs' declaration and abstract of title, filed

And now, June 30, 1922, come the Plffs. by attorneys, and enter a rule on Deft. E. W. McArthur, to admit or traverse the title and facts contained in their declaration and abstract of title, and to file an abstract of title or facts on which he relies for his defense, within twenty days, or judgment. (See Rule Doc. 12, p. 569)

Same day, Rule issued.

Shff's return: Served the within Rule and Plffs. abstract of title and Declaration on the within named defendant, E. W. McArthur, July 1, 1922, by handing to him a true and attested copy of each, and making contents of same known to him. So answers, H. B. Butshall, Shff.

July 19, 1922, Answer of defendant and brief of title, filed.

July 19, 1922, J. W. Smith, Esq., C. Victor Johnson, Esq., and O. Clare Kent, Esq., appear for the defendant in this case. (See paper filed)

And now, July 19, 1922, the defendant having filed his answer and abstract in this case, enters a rule on the plaintiffs, W. H. Buck and S. W. Gehr, to either admit or traverse the title and facts set out therein, within twenty days after service of this rule, or same will be taken as admitted upon the trial of the case. (See Rule Doc. 12, p. 569)

Same day, Rule issued

Same day, Service of copies of Defts. answer & abstract and rule accepted by plaintiffs attorneys. (See paper filed.)

Aug. 9, 1922, Plaintiffs reply to Defts. answer and abstract of title filed, and service accepted by Defts attorney.

Sept. 1, 1922, Statement of mesne profits claimed filed, and service of copy accepted by C. Victor Johnson, Esq., of counsel for dft.

On Argument List for Sept. Term, 1922, No. 3. Contd

On Fall Trial List, 1922, No. 17.

And now, Dec. 12, 1922, Jury called and sworn as follows: 1. Ed J. Delaney, 2. Frank Kramer, 3 Martin V. Vrooman, 4. Harry Mitchell

continued on page 425

# SEPTEMBER TERM, 1922

| | | |
|---|---|---|
| Ms Richmond 15 | City of Meadville vs Minerva E Roberts, Owner or reputed owner. Geo. G Roberts, Hazel Roberts, Earl A Roberts and Marjorie Roberty now Harting present owners Issued May 16, 1922. | Of No. 10 September Term, 1917, C.D. Scire Facias sur Municipal Lien filed May 17, 1917, and entered in City Lien Doc 7, page 481. Returnable Sec. Leg. May 16, 1922, Affidavit of City Solicitor filed. Rpp. 145, 172 & 129. Writ returned: Served the within writ on the within named Earl A. Roberts on May 18, 1922, at 989 Water Street, Meadville, Pa., by handing him a true and attested copy of the within writ, and making contents of same Known to him. E D Roberts Atty. accepted service for Geo. G. Roberts, Hazel Roberts and Marjory Roberts now Harting. No answers. H. B. Cutshall, Shff |

| | # |
|---|---|
| Tax fwd | 2.25 |
| Sff's on lien | 1.25 |
| Sff Cutshall | 5.30 |
| Pro Guar of Co | 1.00 |

(For satisfaction of above, see original case)

# SEPTEMBER TERM, 1922

A. S. Richmond
16

City of Meadville
vs
Minerva E. Roberts, owner or reputed owner, George L. Roberts, Hazel Roberts, Earl A. Roberts, and Marjory Roberts, now Harting, present owners.
Issued, May 16, 1922.

| | # |
|---|---|
| Tax & writ | 2.25 |
| Off. on lien | 1.25 |
| Shff. Brutshall | 5.30 |
| Pro Juris & Co | 1.00 |

Of. No. 16 September Term, 1917, C.C.D.
Scire Facias sur Municipal Lien filed May 17, 1917, and entered in City Lien Doc. No. 7, page 487; Returnable sec. leg. R. pp. 145, 172; Ha. p. 190
May 16, 1922, Affidavit of City Solicitor filed.
Writ retd: Served the within writ on the within named Earl A. Roberts on May 18, 1922, by handing to him a true and attested copy of the same, and making contents known to him. J. D. Roberts, Atty, accepted service for Geo. L. Roberts, Hazel Roberts and Marjory Roberts, now Harting.
So answers, A. B. Brutshall, Sheriff

(For satisfaction of above, see original case)

# SEPTEMBER TERM, 1922

| | | |
|---|---|---|
| A. G. Richmond<br>17 | City of Meadville<br>vs<br>Minerva E. Roberts<br>Owner or reputed owner,<br>George b. Roberts<br>Hazel Roberts, Earl A.<br>Roberts and Marjory<br>Roberts now Harting,<br>present owners.<br>Issued May 16, 1922.<br><br>Tax writ 2.25<br>Plff.s on Lien 1.25<br>Shff Entshall 5.30<br>Pro Sumy Co 1.00 | Of No. 17 September Term, 1917.<br>Sire Facias sur Municipal Lien<br>filed May 17, 1917, and entered in City<br>Lien Docket No. 7, page 488; Returnable<br>sec. leg. R. Fa. 145, 172; Fa. Fa. 190.<br>May 16, 1922, Affidavit of City Solicitor<br>filed.<br>Writ returned: Served the within writ<br>on the within named Earl A. Roberts<br>on May 18, 1922, by handing to him<br>a true and attested copy of the within<br>writ and making contents known<br>to him. J. D. Roberts, Atty, accepted<br>service for Geo. b. Roberts, Hazel Roberts<br>and Marjory Roberts now Harting.<br>So answers H.B. Entshall, Shff. |

(For satisfaction of above, see original case)

# SEPTEMBER TERM, 1922

18

J. M. Barackman, use of Bertha M. Collins.
vs.
Henry Shellito
Entered May 17, 1922
Pro. Greeley (pd by Dft) # 2.25

Of No. 14 September 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 Two Hundred Fifty Dollars, being the amount now due on the original judgment.

Debt # 250.00
Int. from May 15, 1922
Judgment
V. L. Greeley, Pro

Sh. p. 49.

May 16, 1927. Amicable Sci. Fa. to No. 12 Sept. Term, 1927.

# SEPTEMBER TERM, 1922

J. Berry Eckels

19

July 7 1925 Rec'd of B. H. Thompson Fourteen Dollars costs
V. L. Greeley Pro

Aug 31 1925 Rec'd Three Dollars costs
V. L. Greeley Pro

In the Matter of the Assignment of J. J. Hewit and Harry L. Hewit, copartners under the firm name of "Eclipse Lumber Company" to B. H. Thompson, for the benefit of creditors. Entered May 17, 1922

| | $ |
|---|---|
| Pro Greeley | 3.00 |
| Pro Greeley | 4.50 |
| Pro Greeley use of Co | 3.50 |
| advacat | 3.00 |
| Pro Greeley since Dec 2/24 | 3.00 |

May 17, 1922 Petition of Assignee for the appointment of appraisers presented in open Court and filed

And now, May 17, 1922, E. J. Mason and Forest Knapp are appointed appraisers in accordance with the prayer of the petition.

By Hon. Thos. J. Prather, P.J.

Same day, Certificate of appointment issued.

July 3, 1922 Inventory and appraisement amounting to $1280.68 filed in open Court.

Nov. 6, 1922, Bond of B. H. Thompson, Assignee, with American Surety Company of New York as surety, in the sum of $2600.00, approved by the Court and filed.

March 26, 1923 Petition of Assignee for sale of two pieces of land in the borough of Connellsville, (which by oversight or mistake were not included in the inventory) presented in open Court and filed.

Order: And now, March 26, 1923, the within petition having been presented and read, and the Court deeming it for the manifest interest of all parties that the prayer thereof be granted, do authorize and empower the said Assignee to make public sale of the real estate therein mentioned and described on the premises, after due and timely public notice thereof, to be given as provided by law, upon the following terms, viz: twenty-five per centum of the purchase-money to be paid in cash at the time of the sale, and the balance upon confirmation of same by the Court; return of sale to be made by the said assignee on the second Monday of May next. Bond to be given in double the amount of the sale price, to be approved by the Court. Per Curiam. (See paper filed)

Return of sale. To the Hon. Thos. J. Prather, Judge of said Court.

The undersigned, assignee of J. J. Hewit and Harry L. Hewit, co-partners under the firm name of Eclipse Lumber Co. and individually, for return to the order of sale made by your Honorable Court, on March 23, 1923, do respectfully report that having given due public notice of the time and place of sale, in accordance with the provisions of the acts of Assembly relating to assignments, he did, after regularly and legally adjourning said sale from Apr. 30, 1923, to May 28, 1923, at 11:00 o'clock A.M. On the said 28th day of May, 1923, at 11.00 A.M., exposed the within described real estate of said assignor to public sale upon the premises, and sold the same to Gustave A. Seibel, for the sum of One Hundred Dollars, he being the highest and best bidder, and that being the highest price bid therefor; which said sale he prays may be confirmed by the Court. A. H. Thompson.

May 28, 1923 - Return of sale filed in open Court, confirmed ni si, to become final in ten days if no exceptions are filed. Per Curiam.

Record Continued from page 435 to page 436

# SEPTEMBER TERM, 1922

J. Perry Eckels
20
Ashley B Beck
for Defendants
May 23, 1922 U.S. Pro

J. D. Lamont
vs.
L. E. Lamont,
M. A. Lamont and
L. D. Lamont
Issued May 17, 1922

Tax & writ (pd by Atty) $ 2.00
Shff Butchall 16.40

Capias ad respondendum in Trespass,
Returnable to next term.
Bail required $500.00
May 17, 1922, Affidavit of cause of action filed.
Writ returned: Served the within capias on the within named L. E. Lamont, M. A. Lamont and L. D. Lamont, on May 23, 1922. The within named defendants gave bond for their appearance to Court on Sept. 11, 1922, bond being hereto attached
So answers W. B. Butchall, Shff

# SEPTEMBER TERM, 1922

| | | |
|---|---|---|
| Alys Richmond<br>21<br><br>Dec. 13th 1922 Lien Satisfied as this is Sci fa. is discontinued<br>Alys Richmond<br>City Sol. | City of Meadville<br>vs.<br>Frederick Lortz,<br>owner or reputed owner.<br>Issued May 17, 1922.<br><br>Tax Work 2.25<br>Cliff on lien 1.25 | Of No. 2 September Term, 1917, L.&D.<br>Scire Facias sur Municipal Lien filed May 17, 1917, and entered in City Lien Doc. No. 7, page 473. Returnable Sec. Leg.<br>May 17, 1922, Affidavit of City Solicitor filed<br>J. |

# SEPTEMBER TERM, 1922

| | | | |
|---|---|---|---|
| A G Richmond<br>22 | ✓ City of Meadville<br>vs<br>✓ J W Peters, owner<br>or reputed owner<br>Issued May 17, 1922 | # | Of No. 3 September Term, 1917, C.&D.<br>Scire Facias sur Municipal Lien filed May 17, 1917, and entered in City Lien Doc. No. 7, page 474, Returnable &c. leg.<br>May 17, 1922, Affidavit of City Solicitor filed.<br>Writ returned: Served the within writ on the within named J. W. Peters, by handing to Mrs. Emma Peters, his wife, on May 17, 1922, a true and attested copy of the within writ, and making contents of same known to her.<br>So answers, N. B. Kutshall, Sheriff. |
| | Tax & writ | 2.25 | |
| | Plff. on lien | 1.25 | |
| | Shff. Kutshall | 2.80 | |
| | | .50 | |
| | | .20 | |

# SEPTEMBER TERM, 1922

| | | |
|---|---|---|
| A. G. Richmond<br>23 | City of Meadville<br>vs.<br>Brock Brothers, owners or reputed owners, and D. W. Polder and Leon b. Mosier, present owners<br>Issued May 17, 1922. | Of No. 5 September Term, 1917, b. d.<br>Scire Facias sur Municipal Lien filed May 17, 1917, and entered in City Lien Docket No 7, page 476.<br>Returnable sec. leg.<br>B.p. 185; M.p. 239.<br>May 17, 1922, Affidavit of City Solicitor filed.<br>Writ returned: Served the within writ on Brock Brothers on May 18, 1922, by handing a true and attested copy of the writ to George Brock, a member of said firm, and making contents of same known to him. Served on D. W. Polder and Leon b. Mosier, by handing a true and attested copy of the writ to Lina Polder, wife of D. W. Polder and May Mosier, wife of Leon b. Mosier on May 18, 1922, and making contents of same known to them.<br>So answers H. B. Butshall, Sheriff. |

| | # |
|---|---|
| Tax writ | 2.25 |
| Sff. on lien | 1.25 |
| Sheff. Butshall | 4.60 |
| Pro. Greeley | 1.00 |

# SEPTEMBER TERM, 1922

| | | |
|---|---|---|
| b. W. Benedict<br>24 | Bertha Victoria Bond<br>vs.<br>August Bond<br>Issued May 17, 1922<br><br>Tax + writ (Atty fd) # 2.00<br>M. B Ashley on sub 1.45 | Subpoena in Divorce.<br>And now, May 17, 1922, Subpoena awarded as prayed. Returnable to first Monday of July next.<br>(Signed) Thos. J. Grather, P J<br>Subpoena returned: Served on within named August Bond at Titusville, Penn, May 31, 1922, by reading to him the original subpoena and informing him of the contents thereof, and by handing to him a true and attested copy of the said subpoena, and leaving the same with him.<br>So answers M. B. Ashley, Constable<br>(See affidavit on subpoena.) |

# SEPTEMBER TERM, 1922

| | | |
|---|---|---|
| Ally Richmond 25 | City of Meadville vs Brock Brothers, Owners or reputed owners Issued May 17, 1922 | Of No. 11 September Term, 1917 L.&D. Scire Facias sur Municipal Lien filed May 17, 1917, and entered in City Lien Docket No. 7, page 482. Returnable Sec. Leg. May 17, 1922 Affidavit of City Solicitor filed. |
| | Tax Writ 2.25 | |
| | Sff. on lien 1.25 | |
| | Sheriff Kutshall | Nov. 17, 1925 Satisfied See C.L. Docket |

# SEPTEMBER TERM, 1922

| | | |
|---|---|---|
| Wm. B. Griffen<br><br>26 | Titusville Trust Company<br>vs.<br>J. H. Frisk<br>Issued May 22, 1922<br><br>Tax + writ paid May 23rd 2.00<br>Shff. Butshall 3.50 | Summons in Assumpsit, Returnable to the first Monday of June nett.<br>May 22, 1922, Statement of claim filed and copy certified to Sheriff.<br>Writ returned: Served the within writ and statement of claim on the within named J. H. Frisk on May 22, 1922 by handing to him a true and attested copy of the within writ and statement of claim and making contents of same known to him. So answers H. B. Butshall, Shff. |

# SEPTEMBER TERM, 1922

Wm. B. Griffen

27

Thomas & Thomas

June 1, 1922

June 7. 1922
Received my costs
from Pro. Greeley
H B Leutshall
Sheriff

Titusville Trust Company
vs
E. O. Wassum
Issued May 22, 1922

| | | |
|---|---|---|
| Tax & writ (pd May 23 (22) | | 2.00 |
| Shff. Leutshall | | 3.50 |
| Atty | | 3.00 |
| Pro Greeley | 6-7-22 paid | .50 |

Summons in Assumpsit. Returnable the first Monday of June next.
May 22, 1922. Statement of claim filed and copy certified to Sheriff.
Writ returned: Served the within writ and statement of claim on the within named E. O. Wassum on May 22, 1922, at his residence No. 658 Baldwin Street, in the City of Meadville, Pa., by handing to him a true and attested copy of the within writ and statement of claim and making contents of same known to him, So answers
H.B. Leutshall, Shff.

June 7. 1922 The above case discontinued of record. See paper filed

# SEPTEMBER TERM, 1922

| | | |
|---|---|---|
| Albert L. Thomas<br><br>28 | Commonwealth of Pennsylvania ex rel. Wilbur Wallace Mook by his mother and next friend Ruby Mook<br>vs.<br>Jesse Mook and Etta Mook<br>Issued May 22, 1922<br><br>Prs. Greeley (paid by Pltf) 3.00<br>Shff. Litchfield (paid) 7.00 | Habeas Corpus for the custody of Wilbur Wallace Mook aged 3 years, son of Ruby Mook, petitioner, and her husband Floyd Mook.<br>Now, May 22, 1922, upon presentation of within petition, writ directed to issue as prayed for, and hearing fixed for Wednesday, May 24, 1922, at 10 o'clock A.M. Per Curiam.<br>Writ petd: To the Hon. Thomas J. Grather, President Judge of Bradford County, Pa.: I have the body of Wilbur Wallace Mook, as within I am commanded.<br>So answers H.B. Litchfield, Shff<br>Now, May 24, 1922 After hearing the custody of the child Wilbur Wallace Mook, is awarded to the mother, Ruby Mook. Costs of this proceeding to be paid by Ruby Mook.<br>(Signed) Thos. J. Grather, P.J. |

# SEPTEMBER TERM, 1922

Thomas & Thomas
29

Sept 13 1922 Rec'd of
Jeff by atty nineteen
and 80/100 dollars
Shff & Pros costs
V. L. Greeley Pro

Sept. 13, 1922 Received
from Pro. Greeley $9.95
my costs
H B Britshall
Sheriff

Katie Kokot
vs.
Joe Kokot
Issued May 22, 1922

| | |
|---|---|
| Tax writ (Atty fee) | 2.00 |
| Shff. Britshall | 1.85 |
| Shff. Britshall on al | 1.85 |
| Shff Britshall on proc | 6.25 |
| Pro. Greeley | 9.85 |
| Master, Northam (paid by atty) | 5.00 |
| Atty | 3.00 |

Subpoena in Divorce.

And now, May 22, 1922, subpoena awarded. Returnable to first Monday of July next. (Signed) Thos. J. Prather, P.J.

Subpoena returned: And now, July 3, 1922, The within named Joe Kokot is not found in my bailiwick. So answers H.B. Britshall, Shff.

July 3, 1922, Alias subpoena in divorce issued; returnable to first Monday of August next.

Alias subpoena returned: Aug. 7, 1922, the within named Joe Kokot not found in my bailiwick. So answers H.B. Britshall, Shff.

Aug. 7, 1922, Order to make proclamation issued, returnable to next term.

And now, Sept. 11, 1922, I have made proclamation in 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 H.B. Britshall, Sheriff.

And now, Sept. 11, 1922 John A. Northam, Esqr. is appointed Master in this case. By Hon. Thos. J. Prather, P.J. (See paper filed) Commission issued.

Sept. 14, 1922, Testimony on part of Libellant and report of Master filed.

On Argument List for Sept. Term, 1922, No. 34.

Oct. 18, 1922, After due consideration, a divorce is decreed as prayed, and at cost of respondent. Per Curiam

Decree:— And now, to wit, Oct. 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 Katie Kokot be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Katie Kokot, the libellant, and the said Joe Kokat, 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 papers filed.) Per Curiam.

30

In the Matter of the Repatriation of Frank Thaddeus Bleyza who entered the military service of Canada on Feb --, 1915.
Entered May 22, 1922.
Pro. Greeley # 2.25

May 22, 1922. Petition oath of allegiance and order of court filed.

Order of Court

"Upon consideration of the foregoing, and the applicant having taken the above oath of allegiance in open Court, it is hereby ordered and decreed, That the Clerk of this court enter of record in the minutes of the court that the above oath of allegiance has been taken by the applicant herein named, and that he forward to copies of this affidavit and order to the Bureau of Naturalization, United States Department of Labor, Washington, D.C."

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

Dated May 22, 1922.

May 22, 1922, Correspondence filed.

# SEPTEMBER TERM, 1922

J. E. Bossard
31

Clarence L. Devore
vs.
Maggie Anderson
alias Margaret Flenory
Issued May 23, 1922

| | |
|---|---|
| Jas twrit (Plff. pd) | $ 2.25 |
| Shff Cutshall | 7.50 |
| Shff. Cutshall on order | 4.50 |
| Pro. Greeley (pd Jan. 18/23) | 4.00 |
| Atty | 3.00 |

Foreign Attachment in Assumpsit
Returnable to next term. Bail $130.00

To attach all and singular the goods and chattels, lands and tenements, effects and credits of the said defendant in whose hands soever the same may be found, and especially in the hands of Samuel Davis, and summon him as garnishee.

May 23, 1922 Plaintiffs statement of claim filed.

Writ returned: Served the within writ on May 26, 1922, by handing to Samuel Davis (He being the person in whose possession I found the property) a true and attested copy of the writ, and then and there in the presence of Elmer Kleckner and Glenn Heath, two credible persons of the neighborhood, I did attach the following real estate: All that certain piece or parcel of land situate in the Second Ward of the City of Meadville, Pa, bounded and described as follows, to wit: On the west by Kennedy Street, 50 feet; On the north by lot now or formerly of Mary Bideau 210 feet; on the east by Kennedy Alley 50 feet and 10 inches; on the south by lot now or formerly owned by Mrs. H. E. Langford 219 feet: Being the same land conveyed to Maggie Anderson by deed from Mrs Rachel Green, dated May 18, 1888, and recorded in deedbook "W" No. 5, page 261, - The above described property I attached as the property of the defendant ~~Margaret~~ Maggie Anderson, alias Margaret Flenory, who is not found in my bailiwick.

So answers H. B. Cutshall, Sheriff.

May 27, 1922, Attachment of real estate indexed in Judgment Docket A page 106 and in Judgment Docket F page 137.

And now June 5, 1922 Leave granted Sheriff to amend his return to the writ of Foreign Attachment in this case so as to read as follows:- Per Curiam. (See paper filed).

Amended return:- And now, May 27, 1922, writ returned: Served the within writ on May 26, 1922, by handing to Samuel Davis (he being the person and tenant whom I found in actual possession holding under the defendant in this attachment, the real estate of the defendant hereinafter described), a true and attested copy of this writ, and making known to him the contents thereof, and then and there in the presence of Elmer Kleckner, and Glenn Heath, two credible persons of the neighborhood, I did summon the said Samuel Davis as garnishee, and then and there did, in the presence of the said Elmer Kleckner and Glenn Heath, two credible persons of the neighborhood, attach the following described real estate: All that certain piece or parcel of land situate in the Second Ward of the City of Meadville, Penna, bounded and described as follows, to wit:- On the west by Kennedy Street fifty (50) feet; on the north by lot now or formerly of Mary Bedeau, two hundred and ten (210) feet; On the east by Kennedy Alley fifty (50) feet and ten (10) inches; on the south by lot now or formerly owned by Mrs.

Jan 18-1923 Rec'd from Plaintiff atty Twelve Dollars my cost
H. B. Cutshall
Ret. of P. Sheriff

Record continued on page 588.

# SEPTEMBER TERM, 1922

Otto Kohler ↓ John Wanamaker, a corporation,

32

vs.

C. Victor Johnson 6-15-1922 ↓ Esther M. Oelrichs alias Mrs. E. M. Oelrichs

Issued May 25, 1922.

| | |
|---|---|
| Jay writ (Atty pd) | $ 2.00 |
| Shff. Cutshall | 4.20 |
| Shff. Cutshall on alias | 5.90 |
| Pro. Greeley | 3.50 |
| Atty, Paid 4/21/25 CR | 3.00 |

Summons in Assumpsit, Returnable to the first Monday of June next.

Writ returned: Served the within writ on the within named Esther M. Oelrichs on May 25, 1922, at 6:30 P. M., at the Saegertown Inn, in the village of Saegertown, Crawford County, Pa., by handing to her a true and attested copy of the within writ, and making contents of same known to her.

So answers H. B. Cutshall, Sheriff.

June 12 1922 Plaintiffs Statement of Claim filed. See paper filed

June 13, 1922 Alias Summons against Esther Oelrichs alias Mrs. E. M. Oelrichs, issued, returnable to first Monday of July next.

Alias writ returned: Served the within writ and Statement of claim on the within named Esther Oelrich, alias Mrs. E. M. Oelrichs on June 13, 1922, at the "Saegertown Inn", in the village of Saegertown, Crawford County, Pa., by handing to her a true and attested copy of the within writ and statement of claim and making contents of same known to her. So answers H. B. Cutshall, Sheriff.

And now, July 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 liquidated at the sum of One thousand nine hundred fifty-nine Dollars and Forty-three cents, with costs of suit.

(See paper filed)

Op. 86.

Debt $ 1959.43

Int from July 5, 1922.

Judgment

V. L. Greeley, Prothy.

April 23 1925 Recd of Otto Kohler atty Eighteen and 60/100 Dollars as costs in this case

V. L. Greeley Pro

April 23d 1925 Recd of Pro Greeley Ten + 10/100 Dollars my Costs H. B. Cutshall Per. O.K.P. Sheriff

# SEPTEMBER TERM, 1922

33

First National Bank of Cambridge Springs, Pa. use of,
vs
Seymour Hood
Entered May 29, 1922

Pro. Greeley $1.50 pd by Plff 75 " " " " 2.25
($1.50 of costs of revival included in debt)

Of No. 184 May 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 Five hundred two and 75/100 Dollars, being the amount of debt, interest and costs now due on the original judgment.

Dated, May 27, 1922.

Signed, sealed and delivered in the presence of (Sgd) N. H. Bertram.

(Signed) Seymour Hood (Seal)

No. 98.

Debt # 502.75
Int. from June 7, 1922
Judgment
V. S. Greeley, Prothy.

Now Feby 3-1923 Recd satisfaction in full of above Judg debt Int & Costs.

N. H. Bertram atty in fact

# SEPTEMBER TERM, 1922

| | | |
|---|---|---|
| A. M. Fenner<br><br>34 | A. M. Fenner, Executor of Nancy A. Shellito, deceased,<br>vs<br>M. A. Terry<br>Entered May 29, 1922.<br>Pro. Greeley (pd by Am'y) $2.55<br>Atty 3.00 | Of No. 99 May Term, 1917.<br>Amicable Scire Facias sur Judgment.<br>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 upon the defendant by the Sheriff of said county and duly so returned; and that a judgment be entered thereon in favor of A. M. Fenner, Executor of Nancy A. Shellito, deceased, the plaintiff, and against the defendant, with all the waivers and conditions contained in the original judgment-note, for the sum of Nine Hundred four and 88/100 Dollars ($904.88) being the amount of debt, interest and costs now due on the original judgment<br>Dated May 24, 1922. $<br>Debt 904.88<br>Int. from May 24, 1922,<br>T. p. 92. Judgment<br>V. L. Greeley, Prothy. |

Oct. 4, 1922. For value received I hereby sell and assign this judgment debt, interest and costs to Maud V. Lick 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 filed.)

# SEPTEMBER TERM, 1922

| | | |
|---|---|---|
| Otto Kohler<br>35<br>Walter J. McClintock | Stricker Beitman Co.<br>vs<br>Bassius Smith, trading under the name, style and title of Smith Bros.<br>Entered May 31, 1922<br>Tax & entry (Atty's fd) # 2.00 | Summons in Assumpsit, Returnable to the first Monday of June next.<br>And now, May 31, 1922 Walter J. McClintock, Esq., appears for Bassius Smith, trading under the name, style of Smith Bros, waives the issuing of Summons on behalf of Stricker Beitman Co., with the same effect as if summons had regularly issued and been served personally on Bassius Smith by the Sheriff of the County of Crawford.<br>(See Praecipe) |

# SEPTEMBER TERM, 1922

| | | |
|---|---|---|
| J. A. Northam<br>36 | John B. Jenkins<br>vs<br>Dallas Phelps, Deft.<br>and L. J. Palmeri,<br>Garnishee.<br>Issued May 31, 1922.<br><br>Jay & writ (jd June 30/22) 2 50<br>Shff. Britshall (jd on Fi Fa) 6.80 | Of No. 123 May Term, 1922.<br>Attachment Execution,<br>Returnable to next term.<br>To attach and levy upon any and all moneys, estate and effects whatsoever belonging to the said Dallas Phelps, in the hands or possession of L. J. Palmeri, and summon him as garnishee.<br>(See Fi. Fa. No. 22 May Term, 1922, on same judgment)<br>Writ retd: Served the within writ on the within named Dallas Phelps, defendant, and L. J. Palmeri, Garnishee, on May 31, 1922, by handing to each of them a true and attested copy of the writ, and making contents of same known to them.<br>So answers H. B. Britshall, Shff. |

# SEPTEMBER TERM, 1922

Leland J. Culbertson
37

Mildred E. Mills
vs.
Chester L. Mills
Issued June 1, 1922.

| | |
|---|---|
| Tax & writ (paid by Lib.) | 2.00 |
| Shff. Cutshall | 1.85 |
| Shff. Cutshall on al. | 1.85 |
| Shff. Cutshall on proc | 6.25 |
| H. C. Wasson, Master | 25.00 |
| Pro. Greeley | 9.85 |
| Atty | 3.00 |

Subpoena in Divorce.
And now, June 1, 1922, subpoena awarded, Returnable to the first Monday of July next.
(Sgnd) Thos. J. Prather P. J.
Subpoena returned: And now, July 3, 1922, the within named Chester L. Mills is not found in my bailiwick.
So answers, H.B. Cutshall, Shff.
July 5, 1922 Alias subpoena in divorce issued, Returnable to first Monday of Aug. next.
Alias subpoena returned: Aug. 7, 1922, The within named Chester L. Mills is not found in my bailiwick. So answers H. B. Cutshall, Shff.
Nov. 14, 1922, Order issued for publication of Sheriffs proclamation, returnable to first Monday of January next.
And now, Jan. 1, 1923, I 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 Coshrahton 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, Jan. 15, 1923, H. Carl Wasson, Esq., is appointed Master in this case. Per Curiam. (See paper filed) Com. issued
Feby 15 1923 Testimony and Report of Master filed.
On Argt. List for Feb. Tr. 1923. No. 14
Now, March 5, 1923, After due consideration, a divorce is decreed as prayed and at cost of respondent. Per Curiam
Decree And now, to-wit Mar. 5, 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 Mildred E. Mills be divorced and forever separated from the nuptial ties and bonds of Matrimony, heretofore contracted between her, the said Mildred E. Mills the libellant and the said Chester L. Mills 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)

2/19/23 Rec'd $25.00 being Masters fees in this case
H. Carl Wasson

June 11 1923 Rec'd of Pfff by atty Nuccio two 80/100 Dollars Shff Costs
V. L. Greeley Pro

June 11th 1923 Rec'd of Pro Greeley Nine & 85/100 Dollars my Cost
H. B. Cutshall Sheriff
Per O.H.P.

# SEPTEMBER TERM, 1922

38

Sept 22 1924
Rec'd of Meadville
School Dist four
and 25/100 Dollars
my costs
W. L. Greeley Pro

In the matter of the
appointment of Auditors
to
Audit the Finances of
the Meadville School
District for the year
beginning the first
Monday of July, 1921.
Entered June 2, 1922

Pro. Greeley $4.25

Order of Court

And now, May 31, 1922, pursuant to the provisions of the General School Code of Pennsylvania and its several supplements N. B. McLaughlin and A. A. Sheakley are appointed Auditors to audit the finances of the School District of the City of Meadville in said County, and file a report thereof, one with the School Board of said City, and one in the office of the Prothonotary of said County, as required by law. Per Curiam

(See paper filed)

June 2, 1922, Certificates of appointment issued.

July 18, 1922, Report of Auditors filed

# SEPTEMBER TERM, 1922

| | | |
|---|---|---|
| 39 | In the Matter of the Appointment of Auditors to audit the Finances of the Titusville School District for the fiscal year beginning the First Monday of July, 1921. Entered June 2, 1922. | Order of Court<br>Now, May 31, 1922 pursuant to the provisions of the General School Code of Pennsylvania and its several supplements, Paul J. Murphy and John P. Thompson are appointed auditors to audit the finances of the School District of the City of Titusville in said county, and file a report thereof, one with the School Board of said City, and one in the office of the Prothonotary of said County, as required by law. (See paper filed) Per Curiam.<br>June 2, 1922, Certificates of appointment issued<br>Sept. 16, 1922 Report of auditors filed. |
| Pro. Greeley | 425 | |

# SEPTEMBER TERM, 1922

| | | | |
|---|---|---|---|
| Curtis L. Webb | The Edward J. Bates Company | | Replevin for a certain player-piano of the value of $450.00, marked as follows: Pianista No. 124,172, made by Auto Piano Company; Returnable to first Monday of July, 1922 |
| 40 | vs. | | June 3, 1922 Affidavit as to value of property filed |
| | Kenneth Geer | | June 3, 1922 Bond of Plaintiff with Alfred J. Bates and Clarence L. McKinney as sureties, in the sum of $900.00, approved and filed |
| | Issued June 3, 1922 | # | Writ returned: Delivered the within named piano to the plaintiff June 20, 1922. Served the within writ on the within named Kenneth Geer on June 3, 1922, at his residence in Bloomfield Township, Crawford County, Pa. by handing him a true and attested copy of the within writ, and making contents of same known to him. So answers, A.B. Brutshall, Shff. |
| | Tax & Prothy. (paid) | 3.00 | |
| | Shff. Brutshall | 10.20 | |

# SEPTEMBER TERM, 1922

| | | |
|---|---|---|
| O Blare Kent<br>41<br>vs<br>T. E. Hessetta<br>June 20, 1922. | Maud L. Robison<br>vs<br>Thomas Homan, Executor of the last will and testament of Anna Byham, late of the Borough of Cochranton, dec'd<br>Issued June 3, 1922.<br>$<br>Tax & writ (paid by plff) 2.00<br>Shff Whitehall 6.40 | Summons in Assumpsit, Returnable to the First Monday of July next.<br>June 3, 1922, Affidavit that plaintiff's claim exceeds $300.00 filed.<br>Same day, action indexed in J.D. "By" p. 173 and J.D. "18" p. 13.<br>Writ returned: Served the within writ on the within named Thomas Homan on June 6, 1922 by handing to him a true and attested copy of the within writ, and making contents of same known to him. So answers, H. B. Whitehall, Shff. |

# SEPTEMBER TERM, 1922

August Delp
x 42

Sept 16, 1922 Rec'd of Jeff'y atty Twelve and 70/100 Dollars Shff's Proctgs Costs
V. L. Greeley Pro

Receive from Pro Greeley $12.85 Sept. 16. 1922
My Costs H B Kutshall

Cora B. Sparling
vs.
John H. Sparling
Issued June 5, 1922

| | $ |
|---|---|
| Jay Irwin | 2.00 |
| Shff Kutshall | 2.85 |
| Roy S. Peters, Master (Paid by Lib.) | 25.00 |
| Pro. Greeley. | 7.85 |
| Atty | 3.00 |

Subpoena in Divorce, Returnable to First Monday of August nett.

And now, June 5, 1922, subpoena awarded. (Signed) Thos. J. Prather, P. J.

Subpoena returned: Served the within writ on the within named John H. Sparling on June 5, 1922, by handing to him a true and attested copy of the within writ and making contents of same known to him.

So answers H. B. Kutshall, Shff.

And now, July 31, 1922, Roy S. Peters, Esq. is hereby appointed Master in this case. (See paper filed) By Hon. Thos. J. Prather, P. J.

Same day, Commission issued.

Sept. 6, 1922, Testimony and report of Master filed.

On Argt. List for Sept. Term, 1922. No. 35.

Oct. 18, 1922, After due consideration, a divorce is decreed as prayed for and at cost of respondent.

Per Curiam.

Decree:- And now, to wit, Oct. 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 Cora B. Sparling be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Cora B. Sparling the libellant, and the said John H. Sparling, the respondent.

And that thereupon all and every the rights, duties 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.

# SEPTEMBER TERM, 1922

43

Leo McCarthy, use
vs
Clarence McCarthy
and Leo McCarthy.
Entered June 5, 1922.

| | | |
|---|---|---|
| Pro. Greeley | (Bank paid June 8, 1922) | 2.25 |
| Original Costs | | 3.50 |

Of No. 60 September Term, 1917.
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 defendants 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 Five hundred Dollars. #

Debt 500.00
Int. from Dec. 30, 1921.

Mc pp. 90-90

Judgment
W. L. Greeley, Prothy.

44

E. W. Prather, Administrator of the estate of B. M. Prather, dec'd,
vs
S. B. Sipher and Barnhart Sipher.
Entered June 6, 1922

| | # |
|---|---|
| Pro. Greeley (Plff. pd) | 2.25 |
| Original Costs | 1.25 |

Of No. 170 May 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 Five hundred and fifty Dollars, being the amount of debt, interest and costs now due on the original judgment. Dated June 10, 1922

| | # |
|---|---|
| Debt | 550.00 |

Int. from June 10, 1922

P. fi. fi. 158, 60

Judgment, June 6, 1922
V. L. Greeley, Pro.

For value received, I hereby assign, transfer, and set-over to E. W. Prather, of Troy Township, Crawford County, Penna, his heirs, executors, administrators and assigns, the above judgment, interest and costs, and I hereby authorize him to collect all moneys due or to become due on the same.

Witness my hand and seal, this 26th day of May, 1925

E. W. Prather Admr. (Seal)
Estate of B. M. Prather, dec'd.

Aug. 13 1926 The above judgment Satisfied of record See paper filed

# SEPTEMBER TERM, 1922

Otto Kohler
45

Clyde W. Beers
vs
E. H. Masson,
Charles Muckinhoupt
and John L. Laley
Issued June 6, 1922

Tax & Prs. G. (Cliff paid) $3.00
Shff Kutshall 5.20

Replevin for one Nash Touring Car, serial No. 128758 of the value of $800.00; Returnable to the First Monday of July next.

June 6, 1922 Affidavit as to value of property, filed.

June 6, 1922 Plaintiffs Bond with Clarence J. Neal and E. H. Weller as sureties in the sum of $1600.00, approved and filed.

Writ returned: Delivered the within named touring car to the plaintiff June 10, 1922. Served the within writ on the within named defts. on June 6, 1922, in the City of Meadville, Pa., by handing to each of them a true and attested copy of the within writ, and making contents of same known to them. So answers

A. B. Kutshall, Sheriff

Feb. 10, 1923 Statement of claim filed.

Dec. 24 1924
Received $5.20 in costs
from Clyde W. Beers
A. B. Kutshall

# SEPTEMBER TERM, 1922

| | | |
|---|---|---|
| O Blare Kent<br>46<br>J. A. Northam 9-28-22 V.L.S. | D. E Billingsley<br>vs.<br>Arthur Brecraft<br>Issued June 7, 1922<br>#<br>Tax & Pro. Fs. (Plff. pd) 3.00<br>Shff. Cutshall 6.40 | Replevin for One bay mare with gray over the eyes, weighing about 1000 pounds, and being upwards of 14 years of age, of the value of $100.00.<br>Returnable to next term.<br>June 7, 1922 Bond of plaintiff with J.D. Bender as surety approved and filed, being in the penal sum of $200.00.<br>Writ returned: Served the within writ on the within named Arthur Brecraft on June 7, 1922, at 2 o'clock P.M., by handing to him a true and attested copy of the within writ and making contents of same known to him. The defendant having filed the required bond with the Sheriff, the property was left in possession of the defendant.<br>So answers H.B. Cutshall, Sheriff |

# SEPTEMBER TERM, 1922

Otto Kohler

47

John O. McClintock
d be

June 14 1922 Rec'd
Pffs atty $5.00 costs
V. L. Greeley Pro

Louise Hazen,
Petitioner,
vs
W. J. Curtis,
Respondent
Entered June 8, 1922

| | |
|---|---|
| Pro Greeley | 3.00 |
| Pro Greeley Since | 2.00 |

June 8, 1922 Petition for dissolution of copartnership presented to Hon. Thos. J. Grather, P. J., and filed.

And now, June 8, 1922, On presentation of within petition by Louise Hazen, praying for dissolution of a copartnership formed and existing between herself and W. J. Curtis, defendant, - a rule is granted to show cause why the prayer of the petitioner should not be granted; Returnable to Saturday, June 10, 1922, at 2 PM

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

June 8, 1922 Certified copy of petition and order issued

And now, June 10, 1922, leave is hereby granted to John O. McClintock, Esq., to appear de bene esse for the defendant. Per Curiam.

And now, June 10, 1922, by leave of Court I hereby appear for the defendant W. J. Curtis, de bene esse, for the purpose of moving to dismiss the petition and proceedings thereunder. (See paper filed) (Sgd) John O. McClintock

And now, June 10, 1922, Rule to show cause granted why the petition in this case and all proceedings thereunder should not be dismissed at the costs of the plaintiff; returnable forthwith. Per Curiam. (See paper filed)

Same day, Argued b. A.D.

Now, June 14, 1922, this cause discontinued.

Otto Kohler Atty for Pffs.

# SEPTEMBER TERM, 1922

Otto Kohler

48

7-1-22

John O McClintock V.L.G.

Walter J McClintock

Walcoff Clothing Corporation

vs

Bassins Smith, doing business under the name, style and title of Smith Bros

Issued June 7, 1922

| | | |
|---|---|---|
| Tax & writ (Atty fd) | # | 2.00 |
| Shff. Cutshall | | 3.50 |
| Pro. Greeley | | 4.50 |
| atty | | 3.00 |

Summons in Assumpsit; Returnable to the first Monday of July next.

June 7, 1922, Statement of claim filed, and copy certified to Sheriff.

Writ returned: Served the within writ and Statement of claim by handing to W. J. McClintock, Atty, a true and attested copy of the within writ and statement of claim, at the Sheriff's office in the City of Meadville, Pa. on June 8, 1922, said Attorney accepted service for the defendant.

So answers H. B. Cutshall, Shff.

July 1, 1922, Affidavit of defense in lieu of demurrer filed.

And now, Sept. 14, 1922, Plff. by attorney enters a rule on Deft. to show cause why judgment should not be entered against defendant for want of a sufficient affidavit of defense. (See Rule Doc. 12, page 572)

On Argument List for Sept. Term, 1922, No. 11, Sep. 28, 1922. Argued & A.V.

Order:—Now, Jan. 2, 1923, the statement of claim is adjudged defective and insufficient, and plaintiff is directed to file a new or amended statement of claim within twenty days from this date, or in default thereof, judgment to be entered in favor of defendant. (See opinion of Court filed)

Per Curiam.

Jan 18 1923 New or amended Statement of Claim filed with acceptance of Service by W. J. McClintock Esq. (See paper filed)

Jan. 31, 1923 Affidavit of defense filed.

Now April 25. 1924. this case settled.

Otto Kohler

Atty for Deft.

April 25-1924 Recd of Otto Kohler atty Eight dollars Shff & Pro Costs

H. L. Greeley Pro

April 25-1924 Recd of Pro Greeley Three & 50/100 Dollars My Cost,

H. B. Cutshall

Sheriff

# SEPTEMBER TERM, 1922

Donald C. Thompson 11-6-1922.
Sec. Eldred (See Statement of Claim.)
vs
Charles B. Steiger

Jan. 15, 1923 Recd from Plff $4.00 Jury-fee
V.L. Greeley, Prs

Apl-0-10-1923.
Recd $3.00 docket fee.
Donald C. Thompson
Atty.

July 26, 1923, Received from Donald C. Thompson, atty for Plff., $4.95 being my costs and sat. in this case.
V.L. Greeley, Pro.

Charles H. Goodwell
vs.
John Zdarko
Entered June 8, 1922

| | | |
|---|---|---|
| Tax & entry (Defts. pd) | | 1.50 |
| Costs on Trans. (Defts. pd $1.50 on Apl.) | | 1.95 |
| Pro. Greeley, | | 4.75 |
| Jury-fee | ✓ | 4.00 |
| Atty's | ✓ | 3.00 |

Appeal by Defts from judgment of Peter B. Jarr, Alderman.

Sept. 22, 1922, Plaintiff's Statement of claim filed, and service of same accepted by Wm. H. Birdsall, Esq., as Defendant's Attorney.

Nov. 4, 1922, Affidavit of defense filed. Service of copy accepted by Plff's Attorney.

On Trial List for 2nd Mon. of Jan. 1923, No. 12.

And now, January 15, 1923 Jury selected and sworn as follows: 1- Charles Spaid, 2- John Palmquist, 3- Frank Rightlinger, 4- E.D. Waring, 5- C.A. Schreck, 6- Bert Hanna, 7- Wm. G. Prenatt, 8- Fred Steiger, 9- Donald Mossinger, 10 Walter Griesbaum, 11- Glenn Bittis, 12- A.J. West: twelve good and lawful men, who upon their solemn oaths which they have taken, say, Same day, they find for the plaintiff in the sum of Ninety-five and 50/100 Dollars.

Z. page 18. $95.50

Debt
Int. from Jan. 15, 1923
Z. page 18. Judgment
V.L. Greeley, Prothy.

# SEPTEMBER TERM, 1922

J. A. Boland
50

July 24, 1922
Received from Plaintiff
by hand of J. A. Boland
$10.00 costs on this
Replevin Case
A. B. Cutshall
Sheriff

July 24 1922 Recd
of A. B. Cutshall Shff
Four Dollars 3 00
prepaid costs by atty
1 00 Pro Greeley costs
V. L. Greeley Pro

March 19-1923. Rec'd 2
Pro Greeley 3 00 for p-d
costs. J. A. Boland

E. W. Erwin
vs.
The United Stores
of Pennsylvania
Issued June 13, 1922

| | # |
|---|---|
| Jas. Gross (Atty-pd) | 3.00 |
| Shff. Cutshall (Costs Shff) | 6.20 |
| Pro Greeley Sine | 1.00 |

Replevin for the following named articles or utensils, to wit: One No. 1, Banta Grocers refrigerator, One No. 501 Electric cut coffee mill No. 4544 A., 2 25 lb. balance scales, and one 14 inch cheese knife, of the value of Three hundred Dollars. Returnable to the first Monday of July next.

June 13, 1922, Affidavit as to value of property filed.

June 13, 1922, Bond of Plff. dated June 12, 1922, with Indemnity Insurance Company as Surety, in the sum of $600.00, approved and filed.

Writ rec'd: Served the within Replevin on The United Stores of Pennsylvania, on June 13, 1922, at Cambridge Springs, Pa, by handing to Wm. Smith, Manager, of said store a true and attested copy of within replevin, and making contents known to him.

Case settled and Sheriffs costs paid.

No answers A. B. Cutshall, Sheriff.

March 19-1923, This case is fully settled and discontinued. J. A. Boland atty for Plff.

# SEPTEMBER TERM, 1922

John O. & Walter J. McClintock
51
Arthur Bates

William D. First
vs.
F. J. McLaughlin, and
Stewart W. Gehr,
Assignee for the benefit
of creditors of F. J.
McLaughlin.
Issued June 13, 1922.

| | # |
|---|---|
| Jay & Pro's (paid) | 3.00 |
| Shff. Butchall | 7.85 |
| Pro. Greeley on rule | 3.75 |
| Comr. Bartholomew: Plff. | 5.00 |
| Deft. | 2.00 |
| Atty | 3.00 |

Feb. 24, 1923. Received from Plff. #16.60, being Shff. Butchall #7.85, Pro. Greeley #3.75, Comr. Bartholomew #2.00 and Atty #3.00.
W. D. Greeley, Pro
Re: Plff's Costs
Arthur Bates
Plff & Atty.

Feb. 24. 1923
Received from Pro. Greely
$7.85 my costs
H. B. Butchall Sheriff

Rec'd $2.00 my costs
Court, testimony
Arthur Bates
Deft's Atty.

Replevin for all the stock of merchandise, hardware, farm machinery and implements, fixtures connected with and appertaining to the hardware store and business situate in the store room and frame building attached thereto, in the Borough of Bonnyaut Lake in said County occupied by the said F. J. McLaughlin, of the value of #6,700.00; Returnable to the first Monday of July next.

June 13, 1922. Affidavit as to value of property filed.

June 13, 1922, Bond of Plff. with Fidelity and Deposit Company of Maryland as surety, in the sum of #13,400.00, approved and filed.

Writ returned: Served the within writ on the within named F. J. McLaughlin and Stewart W. Gehr, on June 13, 1922, by handing to each a true and attested copy of the writ, and making contents of same known to them. The defendant having filed bond with me in the sum of #13,400.00, the property was left in their possession. So answers H. B. Butchall, Sheriff.

July 24, 1922. Deft's bond in replevin, dated June 13, 1922, in the sum of #13,400.00, returned with the writ and filed. Said bond being signed by: "F. J. McLaughlin; Stewart W. Gehr, assignee; C. C. Johnston; R. B. Jackson; First National Bank of Bonneauk Lake, Pa., by Arthur L. Bates, Vice Prest."

July 24, 1922 Motion on behalf of Deft. to quash writ of Replevin, filed.

Now, July 24, 1922, Rule to show cause why writ should not be quashed granted, Returnable to first Monday of Sept. 1922, at 10 o'clock A.M. (Signed) Thos. J. Brather, P. J.

Aug. 12, 1922. Answer of plaintiff, Wm. D. First to Rule to show cause why writ of Replevin should not be quashed &c. filed.

Sept. 1, 1922. Replication of S. W. Gehr, cashier filed.

Sept. 5, 1922, On motion in open Court, rule to show cause granted why the paper filed by S. W. Gehr on the 1st inst. should not be stricken from the record and suppressed, for reasons appearing of record. Per Curiam. (See paper filed)

And now, Sept. 18, 1922, On motion in open Court, Miss M. Bartholomew is hereby appointed Commissioner to take testimony to be read on hearing of rules to show cause. Per Curiam. (See paper filed) Commission issued.

On Argument List for Sept. Term, 1922, No. 7. Sept. 28, 1922. Argued C.A.V.

Sept. 28, 1922. Depositions filed.

Order:- Now. Jan. 2nd 1923, rule absolute and writ of replevin quashed. Per Curiam
(See opinion of Court filed)

# SEPTEMBER TERM, 1922

| | | |
|---|---|---|
| J. A. Northam<br>52 | E. W. Erwin<br>vs<br>Antonina DeLuca<br>Isined June 13, 1922<br>Jay + Pro. Fs (Attys fd) # 3.00<br>Shff Cutshall 3.40<br>6-20-22<br>Pro G. paid .50 | Replevin for one No. 37 cooler, one 24 x 24 block, one 8 ft pine counter, one 8 ft. bott plate glass counter protection, and one American cash register, No. 102,256; Returnable to next term.<br>June 13, 1922, Affidavit as to value of property filed.<br>June 13, 1922, Bond of Plff. with Fidelity and Deposit Company of Maryland as surety, in the sum of #1,000.00, approved and filed.<br>June 20 1922 Writ returned by order of Plffs attorney, Shffs costs pd. So answers<br>H. B. Cutshall Shenff. June 20, 1922<br>The defendant having paid all arrearages of rental upon the lease upon which this case is founded, together with costs, and consented to pay monthly installments of rental in accordance with the terms of said lease, this case is discontinued<br>J. A. Northam,<br>Atty for Plff. |

and now June 20-1922
Rec'd my Costs three + 40/100
Dollars J. J. A Northam atty
H. B. Cutshall
Sheriff

# SEPTEMBER TERM, 1922

Albert L. Thomas
53

Sept 15 1922 Rec'd of Peff by atty Thirty Six and 75/100 Dollars costs in this case
V. L. Greeley Pro

Elizabeth Mason
vs
Emmett R. Mason
Issued June 14, 1922

Tax twerk (pd by Lib) 2.00
F. B. Kiebort on Sub. 3.90 9/15/22 Paid F.C.K.
Master-Webb Paid 9/15/22 25.00
Pro-Greeley 7.85
atty 3.00

Subpoena in Divorce

And now, June 14, 1922, subpoena awarded, Returnable to First Monday of Aug. 1922.
(Signed) Thos. J. Prather, P.J.

Subpoena returned: Served the within subpoena upon the respondent Emmett R. Mason at his home in Hayfield Township, Crawford County, on the 19th day of June, 1922, by handing him a true copy thereof, and making known to him the contents thereof.
So answers Fred B. Kiebort
(See affidavit on subpoena)

Sept. 5, 1922 W. L. Webb, Esq. is appointed Master. By Hon. Thos. J. Prather P.J.
(See paper filed) Commission issued.

Sept 15 1922 Testimony on part of Libellant and Report of Master filed.

On Argument List for Sept. Term, 1922, No. 36

Oct. 18, 1922, After due consideration, a divorce is decreed as prayed, and at cost of respondent. Per Curiam.

Decree:- And now, to wit, Oct. 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 Elizabeth Mason be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Elizabeth Mason, the libellant, and the said Emmett R. Mason, 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.

# SEPTEMBER TERM, 1922

| | | |
|---|---|---|
| J. A. Bolard | ✓ First National Bank of Cambridge Springs, Pa., | Of No. 177 May Term, 1917. Sire Facias to Revive and Continue the Lien of the above Judgment, Returnable to next term. Writ returned: Sept 11, 1922. The within named Mary Vanderhoof and J. A. Willis are not found in my bailiwick. So answers, S. B. Butshall, Sheriff. |
| 54 | vs | |
| | ✓ Mary Vanderhoof ⁹⁄₄ | |
| | ✓ J. A. Willis | |
| | Issued June 15, 1922 | |
| | Pro. Greeley (Attly. Pd) # 2.00 | |
| | Shff. Butshall 6.30 | |

# SEPTEMBER TERM, 1922

| | | |
|---|---|---|
| W. J. Birdevan<br>55<br><br>June 26 - 1922<br>This case dis—<br>continued, having<br>been paid by<br>defendant.<br>W. J Birdevan<br>atty for Plff. | Alice Foley<br>vs<br>Frank Prenatt,<br>Administrator of<br>the estate of Mary<br>A. Prenatt, deceased<br>Issued June 19, 1922.<br><br>Jas trwit (atty paid) # 2.00<br>Shff. Britshall (Pd) 5.00<br>Pro G pd .50 | Summons in Assumpsit<br>Returnable to the First Monday of July<br>next<br>Writ returned: "June 23, 1922. Writ with-<br>drawn by order of plaintiffs attorney.<br>Sheriffs costs paid by W. J. Birdevan.<br>No answers. H B. Britshall, Sheriff. |

Thomas & Thomas

Mary Helen Hunter
vs
William Hunter, Jr.
Issued June 20, 1922

| | | |
|---|---|---|
| Tax & writ (paid) | # | 2.00 |
| Shff. Cutshall | | 3.65 |
| Shff. Cutshall on alias | | - - - |
| W. H. Watthour on alias Pd. See receipt | | 20.00 |
| Geo. Greeley | | 9.85 |
| Jno. O. McClintock Master | | 30.00 |

Subpoena in Divorce

And now, June 20, 1922, subpoena awarded, Returnable to first Monday of August next

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

Subpoena returned: And now, Aug. 7, 1922, the within named respondent, William Hunter, Jr. is not found in my bailiwick.

So answers H. B. Cutshall, Sheriff.

(See affidavit on subpoena)

Aug. 7, 1922, Alias subpoena in divorce issued, returnable to next term.

Alias subpoena returned: "Served the within subpoena in divorce upon William Hunter, Jr. the respondent therein named, on the 14th day of Aug. 1922, at 3:40 o'clock P.M. by delivering to him a true and attested copy of within subpoena in divorce at No. 1504 Versailles Avenue, City of McKeesport, Allegheny County, State of Pennsylvania, and making known to him the contents thereof." So answers

William H. Watthour

(See affidavit on subpoena)

And now, Sept. 18, 1922, By leave of court the respondent enters a rule on the libellant to furnish a bill of particulars within thirty days after service of notice, or non pros., Sec. leg.

Same day, Service of notice of rule accepted by libellants Attorneys. (See paper filed)

Oct. 9, 1922. Libellants bill of particulars filed.

Oct. 13, 1922, Answer of defendant filed to the libel in this case

And now, Oct. 16, 1922, John O. McClintock, Esq., is appointed Master in this case. (Signed) Thos. J. Brother, P. J. (See paper filed) Com. issued.

Nov. 9, 1922 Masters report filed in open court and approved

And now, Nov. 11, 1922, comes the libellant by her attorneys, Thomas & Thomas, and enters a rule on the respondent to show cause why a decree of divorce in the above stated case should not be granted. (See paper filed)

Same day, Service accepted by Attorney for respondent.

On Argument List for Nov. Tr. 1922, No. 13.

Dec. 18, 1922. After due consideration a divorce is decreed as prayed, and at cost of respondent. Per Curiam.

Decree:- And now, to-wit, Dec. 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 Mary Helen Hunter, the libellant be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Mary Helen Hunter the libellant, and the said William Hunter Junior, the respondent.

(See Margin)

Nov 11, 1922 Recd from Libellants Attys. My fee as Master in this Case.
John O. McClintock

Nov 11 1922 Recd from T. J. Thomas atty Thirteen and 50/100 Dollars Shff & Proth Costs
V. L. Greeley Pro

Nov 11-1922 Recd of Geo Greeley my Cost Three & 40/00 Dollars
H B Cutshall
Sheriff
Per O.K.P.

And that thereupon all and every the rights, duties 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.

# SEPTEMBER TERM, 1922

Thomas & Thomas
57

Nov 14, 1922
Recd $9.50 my costs
from Pro. Greeley
H B Boutshall
Sheriff

Nov 13 1922 Rec'd of
Self by atty Nineteen and
10/100 Dollars Shff & Pros
Costs. V. L. Grelley Pro

F. L. Mahoney
vs
Vida B. Mahoney
Issued June 20, 1922

| | # |
|---|---|
| Tax & writ (paid) | 2.00 |
| Shff. Boutshall | 1.85 |
| Shff. Boutshall on alias | 1.85 |
| Shff. Boutshall on Proc. | 6.25 |
| W. B. Best, Master (pd by Lib.) | 25.00 |
| Pro. Greeley | 9.85 |
| Atty. | 3.00 |

Subpoena in Divorce.

And now, June 20, 1922, subpoena awarded. Returnable to First Monday of August next.

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

Writ returned: Aug. 7, 1922, the within named Vida B. Mahoney is not found in my bailiwick.

So answers H. B. Boutshall, Shff.

Aug. 7, 1922. Alias subpoena in divorce issued, returnable to next term.

Alias subpoena returned: And now, Sept. 11, 1922, The within named Vida B. Mahoney not found in my bailiwick.

So answers H. B. Boutshall, Shff.

Sept. 11, 1922. Order issued for publication of Sheriff's proclamation, returnable to first Monday of Nov. next.

And now, Nov. 6, 1922, I have made proclamation in the above entitled case according to law, and caused the same to be published in the Spartansburg 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, H. B. Boutshall, Sheriff.

And now, Nov. 6, 1922, Wesley B. Best, Esq. is appointed Master in this case. By Hon. Thos. J. Prather, P.J. (See paper filed) Com. issued.

Nov. 16, 1922, Testimony and report of Master filed.

On Argument List for Nov. Tr. 1922, No. 14.

Dec. 18, 1922. After due consideration a divorce is decreed as prayed.

Per Curiam.

Decree:- And now, to-wit, Dec. 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 are true, it is by the Court ordered, adjudged, and decreed,

That the said F. L. Mahoney be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between him, the said F. L. Mahoney the libellant, and the said Vida B. Mahoney, 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.

# SEPTEMBER TERM, 1922

| | | |
|---|---|---|
| John O Walter & McClintock<br>58 | Josephine Euliano<br>vs.<br>Paolo Storaci, Deft.<br>and Nick Forese<br>Garnishee<br>Issued June 21, 1922<br><br>Tax & writ (Paid by Atty) 2.50<br>Shff. Critchall 6.65 | Of No 178 May Term, 1922<br>Attachment Execution<br>To attach all and singular the goods, chattels, moneys, rights, credits and effects and debts of the defendant in the hands of and owing by Nick Forese to the defendant, or belonging to the defendant, and summon the said Nick Forese to answer as garnishee. Returnable to first Monday of July next.<br>Writ returned: Served the within writ on the within named Nick Forese, Garnishee, June 21, 1922, by handing to him a true and attested copy of the writ and making contents of same known to him. The within named Paolo Storaci is not found in my bailiwick.<br>So answers H. B. Critchall, Shff |

59

J. J. Munger
vs.
G. U. Hopkins and
A. S. M. Hopkins
Entered June 22, 1922
Prs. Greeley (Ind by Def.) 225

Of No. 49 Sept. 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 defendants by the Sheriff of said county, and duly so returned, and that a Judgment be entered thereon in favor of plaintiff and against defendants, with all the waivers and conditions contained in the original judgment note, for the sum of Five hundred Dollars, being the amount of debt, ~~interest and costs~~ now due on the original judgment, with interest thereon from June 4, 1922.

Debt $500.00
Int. from June 4, 1922.
No. pp. 92483. Judgment
D. L. Greeley, Prothy.

And now June 5, 1923 this judgment having been paid I hereby direct the Prothonotary to mark the same satisfied of record.
J. J. Munger

# SEPTEMBER TERM, 1922

| | | |
|---|---|---|
| J. A. Northam<br>60 | O. Stranburg<br>vs<br>Mrs. Rose Hathaway<br>Issued June 22, 1922<br><br>Tax twice fd by Plff 3.00<br>Shff. Batchall " 3.40 | Replevin for one Manaphone, Style Mah. B, No. 17517, of the Value of $100.<br>Returnable to next term.<br>June 22, 1922, Affidavit as to value of property filed.<br>June 22, 1922, Bond of plaintiff with F. J. Kelvort as surety, in the sum of $200.00, approved and filed.<br>Writ returned: Sept. 11, 1922. The within named Mrs. Rose Hathaway is not found in my bailiwick. No goods found. So answers<br>N B Batchall, Sheriff |

# SEPTEMBERTERM, 1922

Roy S. Peters

61

In the Matter of the Incorporation of Troy Centre Cemetery
Entered June 23, 1922

Pro. Greeley 9-23-22 paid 3.00

June 23, 1922. Certificate for Incorporation filed.

Sept. 5, 1922. Proof of Publication and Notice of Application filed.

Decree. And now, to-wit, September 5, 1922, the within certificate of incorporation having been on file in the office of the Prothonotary of said Court since June 23, 1922, as appears from the entry thereon, and due proof of publication of notice of this intended application, as required by law, having been presented to me, I hereby certify that I have perused and examined said instrument and find the same to be in proper form, and within the specified purposes of corporations of the first class according to section 2 of the Act of April 29, 1874, and its supplements, and that the 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 said County, 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. Grather J.

(See papers filed.)

# SEPTEMBER TERM, 1922

Thomas & Thomas

Aug 7th 1922 Deft appears for defendant C. Victor Johnson Attest, W.S.G. Pro.

62

Apr 28 1925 Rec'd of Frank W. Jackson assignee Eighty One and 05/100 Dollars as costs U. L. Greeley Pro

Rec'd Aug 30-1925 from Pro Prothy $7.55 fees Deft's Bill Costs $6.50 fees due C.V. Johnson Esq

C. Victor Johnson Att'y for Deft

March 22, 1924 Motion to amend statement of claim filed, and said motion refused. Per Curiam. (See paper filed)

April 7, 1924 Certiorari from Supreme Supreme Court, numbered 56 January term, 1925, and returnable to fourth Monday of April, 1925 filed.

April 2, 1924 Brief Statement of questions to be argued filed.

April 3, 1924 Stipulation as to omission of certain exhibits on appeal and material contents of record offered in evidence, filed.

April 11, 1924 Certificate of advancement to Supreme Court list for week of April 28, 1924 filed.

June 11 1924 Record returned and remittitur and certified copy of opinion filed. "The assignments of error are overruled and the judgment is affirmed."

Frank W. Jackson, assignee in trust for the benefit of creditors of Paul Studtevant, E. J. Baird and Judson J. Snodgrass, partners doing business as the Bank of Bonneauville, and individually,

vs.

The School District of the Borough of Bonneauville.

Issued June 23, 1922

| | # |
|---|---|
| Tax twrit (Attys fee) | 2.00 |
| Shff Gutshall Paid 7/25-1922 Fee & Off'g | 8.80 |
| Pro. Greeley | 5.25 |
| Pro. S. for Co. | 2.50 |
| Atty | 3.00 |
| Appeal to S. Ct. (Paid Apr. 7/24) | 3.00 |
| Pro. G. doc. ent. for S.C. | 2.00 |
| Atty - Supr. Court | 3.00 |
| Defts Bill of costs | 51.50 |
| | 81.05 |

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

June 23, 1922 Affidavit that Plffs claim exceeds $300.00, filed.

June 23, 1922, Plaintiffs statement of demand filed, and copy certified to Sheriff.

Writ returned: Served the within summons and statement of claim on the School District of the Borough of Bonneauville, Pa. by handing a true and attested copy of each to E. J. Mason, (Secretary of School Board of the Bonneauville, Pa.) and making contents of same known to him, on June 27, 1922.

So answers H. B. Gutshall, Sheriff

On Trial List for 1st Mon. of March, 1923. No. 19

Feb. 26, 1923, — by agreement to the foot of 4th weeks list.

And now, April 23, 1923 Upon presentation of agreement of Counsel, waiving trial by jury and on motion in open court, it is ordered that this case be set for trial at 10 o'clock A. M. on Wednesday, May 9, 1923, Per Curiam. (See paper filed) May 9, 1923 Trial commenced.

May 14, 1923. Testimony taken and transcribed by Stenographer filed. Service accepted by Plff's and Defts. counsel.

Dec. 24, 1923 Findings of fact, discussion, conclusions of law, by the Court filed, — the decision being that "Judgment should be entered in favor of defendant School District for costs.

Now, December 24, 1923, the Prothonotary is directed to serve a copy of this opinion and order upon Counsel for the respective parties, and unless exceptions be entered thereto in this office within thirty days thereafter, to enter judgment against the plaintiff and in favor of defendant for costs. Per Curiam. (See opinion filed)

Dec. 24, 1923. Thomas & Thomas, Attys for Frank W. Jackson (assignee) acknowledge receipt of a copy of opinion and order, as does also C. Victor Johnson, Defts. Atty

January 14, 1924, Exceptions by Plffs to the findings and conclusions of the Court filed.

On Argt. List for Feb. Term, 1924 No. 3. Feb. 27, 1924 Argued C.A.V.

Now, March 10, 1924 Plaintiff's exceptions are all overruled and dismissed and judgment is directed to be entered against the plaintiff and in favor of defendant, for costs. Per Curiam (See opinion filed)

St. 6 p 231-23 Bar 184 J. P. 92 Corp. 122.

Judgment

U. L. Greeley, Prothy.

Now, March 22, 1924 Motion to reopen hearing filed. Same day, motion to amend and open is refused and bill sealed for plaintiff. Per Curiam.

— Contd on margin. —

# SEPTEMBER TERM, 1922

J. Berry Eckels

63

Petition of Josephine Nagerstrom for appointment of a Guardian of Esther Matilda Nagerstrom, of the Borough of Connellsville (her daughter)
Entered June 26, 1922
Pro. Greeley ( # 3.00
Pro. G. since including petn. and to R. 6.3.50

June 26, 1922, Petition presented.

And now, June 26, 1922, upon consideration of the foregoing petition, and after due consideration thereof, it is ordered and decreed that a hearing be had on the 31st day of July, 1922, at 10 o'clock in the forenoon, and that ten days written notice thereof be given to said Esther Matilda Nagerstrom personally.
Thos. J. Bpather, P. J.
(See paper filed)

July 31, 1922. Proof of service of notice on respondent filed.

And now, to wit, July 31, 1922, after a hearing of the testimony in the above case, and due consideration thereof, the court being clearly satisfied that the said Esther Matilda Nagerstrom is unable by reason of weak mind to care for her property and is liable to dissipate the same, and become the victim of designing persons, the said Esther Matilda Nagerstrom is adjudged a person of weak mind; and Blanche Dove is appointed Guardian of her person and estate. Bond required in the sum of One hundred Dollars.
(See paper filed) Per Curiam.

Sept. 5, 1922. Bond of Blanche Dove, Guardian, with John L Parker and Earl Dove as sureties, in the sum of $100.00, dated July 31, 1922, approved by the Court & filed.

Sept. 5, 1922. Petition of Guardian for leave to make private sale of his ward's interest in certain real estate, (to wit, 46 acres 120 rods in Spring Tp.) to Arvid A. Swartling, presented in open Court and filed.

Order of Court: And now, Sept. 5, 1922, upon presentation of the within petition and due consideration of the same, it appearing to the court that it would be to the best interest and advantage of the said Esther Matilda Nagerstrom that her interest in said real estate be sold, and it further appearing that the price of two hundred dollars is a full and fair price and a better price than could be obtained at public sale therefor, it is ordered, adjudged and decreed that the petitioner be and is hereby authorized to sell the interest of said Esther Matilda Nagerstrom in said real estate to said Arvid Swartling for the price or sum of two hundred dollars, and to execute and deliver to said Arvid Swartling a good and sufficient deed for same. Bond required in the sum of Four hundred dollars. Per Curiam. (See paper filed)

Sept. 5, 1922. Bond of Blanche Dove, Guardian on sale of real estate with John L Parker and Earl Dove as sureties, in the sum of $400.00, approved by the Court & filed.

64

In re application of Royal Indemnity Company, located at New York, in the State of New York, to become and be accepted as sole surety on all bonds, undertakings and obligations in Penna.

Entered June 29, 1922

Pro. Greeley (paid) # 2.00
Pro 91-8-34 pd 1.00

June 29, 1922 Certificate of the Insurance Commissioner of Penna. of his appointment to receive service of process, etc, and of authority of Royal Indemnity Co to become sole surety on bonds, etc, for the year ending March 31, 1923, - filed.

Same day, Certified copy of Ins. Commissioners Certificate issued.

Dec 31 1923 Financial Statement and certificate of Insurance Commissioner filed

Mch 17, 1925 Financial Statement and Certificate of Ins Commissioner filed # 1.00 fee paid

April 29, 1926, Financial Statement and Certificate of Insurance Commissioner filed.

apr 6 1927 Financial Statement and Certificate of Insurance Commissioner filed. Fee 2.00 paid

March 16, 1928, Financial statement as of Dec. 31, 1927, filed. Fees 1.00 paid

March 21, 1929. Certificate of authority from Ins. Dept. of Penna, filed. Photo copy

April 25, 1930. Certificate of authority from Ins. Comm. of Penna as of March 30, 1930, and Financial Statement as of Dec. 31, 1929. filed. Fee #1.00 paid.

# SEPTEMBER TERM, 1922

Arthur L Bates

65

In the matter of the assignment of F. J. McLaughlin to Stewart W Gehr for benefit of Creditors
Entered June 29, 1922

June 29, 1922, Petition of Assignee for appointment of Appraisers of the estate and effects assigned presented to Hon. Thos. J. Prather, P.J. who appointed W.A. Black and D.R. Shaw appraisers (See paper filed)
Same day, Certificates of appointment issued.
July 28, 1922, Oath of Appraisers filed.
July 28 1922 Inventory Book filed
Inquire of Prothonotary.
Oct. 19, 1922 Petition of Assignee for private sale of undivided ½ interest of assignor in certain real estate, presented in open court and filed.
And now to wit, Oct. 19, 1922, in consideration of the foregoing petition, the court hereby orders and directs the said Stewart W. Gehr to sell said interest in said real estate to D. L. Lozier as prayed for, and directs him to make and execute a good and sufficient deed therefor, said title to be free from all and every of the debts of said F. J. McLaughlin
(Signed) Thos. J. Prather, P.J.

March 24 1923 Reed from S. W Gehr Twelve Dollars as costs
U. L. Greeley Pro

| | | |
|---|---|---|
| | Pro. Greeley | 3.00 |
| | Pro Greeley Summ + acct | 6.00 |
| | ado acct | 3.00 |
| | Effie M. Peffers Comm.— | |
| | Depos. W.D. First | 29.85 |
| | Assignee | 40.30 |
| | Appeal to S.C. (pd Apr. 1st) | 3.00 |
| | Pro. G. doc. ent. for S.C. | 2.00 |
| | Atty in S.C. | 3.00 |
| | Printing paper book S. Ct. | 30.00 |
| | Ella H. Wilson, Sten. | 5.00 |

March 24 1923 Final account of Stw. Gehr Assignee filed showing balance due Estate 7,707.24 and notice issued to Covenant Lake Braze that account will be confirmed finally on Third Monday of April at 10 o'clock am unless Exceptions are filed in meantime,
April 6, 1923. Proof of publication of notice of account filed.
And now, April 23, 1923. The assignees account is confirmed finally. Per Curiam (See paper filed)
And now, April 30, 1923. James W. Smith, Esq. is appointed Auditor to make distribution of funds in hands of Assignee. (See paper filed) Cert. issued. Per Curiam.
Dec 17, 1923 Recd from W. D First for atty #29.85 & from S. W. Gehr assignee per atty Bates #40.30; being in all #70.15, my fees for Depositions in this proceeding.
Effie M. Peffers

Aug 8 1924 Recd of S. W. Gehr assignee Ten Dollars as costs
V. L. Greeley Pro

Sept 4. 1924 Recd from W. D. First, Appellant, by Frank J. Thomas, Atty, Forty three 30/100 Dollars, in full of costs adjudged against James Linn, paid by Appellee, and Comp. Docket fee
Arthur L Bates
Atty for Appellee.

Sept 4. 1924, Recd from W. D. First, Appellant, by John S. Walter Jr. McClintock, Atty, Ten Costs adjudged to be paid by Appellant, Fifty 62½ due Pro. Greeley, Three due County, Three due Greeley, Pro.
V. L. Greeley, Pro.

Record continued on p. 433.

Sur petition of William D. First:
And now, May 14, 1923, Upon presentation of the within and foregoing petition and after due consideration thereof, a rule to show cause why Stewart W. Gehr, assignee of F. J. McLaughlin, should not pay unto William D. First, from the funds in his his hands derived from the sale of the stock of goods and merchandise leased to him by William D. First, the sum of #67.00.00, is hereby granted; and it is further ordered that any and all proceedings looking toward the distribution of the funds in the hands of the assignee as shown by his final account, to and among the creditors of the assignor, be stayed pending the disposition of this rule. Copy of this petition and order to be served upon Stewart W Gehr, Assignee, also; copy of the said order to be served upon J. W. Smith, Auditor, This rule returnable to the 3d Monday of May, 1923
(See petition filed) Per Curiam.

# SEPTEMBER TERM, 1922

66

v John A. Nevland
vs.
L. L. Terrill
Entered June 29, 1922.
Pro. Greeley (Bdgt) $2.25

Of No. 293 May Term, 1917
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 Four Hundred and fifty-nine and 86/100 Dollars, with interest from July 1, 1922, being the amount of debt, interest and costs now due on the original judgment

Debt $459.86
Int from July 1, 1922

J. p. 51.

Judgment.
V. L. Greeley, Pro

May 31, 1927. Amicable Sci. Fa. to No. 22 Sep. Term, 1927.

# SEPTEMBER TERM, 1922

| | | |
|---|---|---|
| Kincaid & Kincaid<br>67<br>x | Katherine A. Carberry<br>vs.<br>Joseph F. Carberry<br>Issued June 30, 1922.<br><br>Tax Prothy pd by Atty 2.00<br>J. H. Lockwood, Con. Sub. 1.45<br>W. L. Peake, Master-paid 10.00<br>Pro. Greeley, (10-3-22 paid) 7.85<br>Atty 3.00 | Subpoena in Divorce<br>And now, June 30, 1922, subpoena awarded. Returnable to first Monday of August next.<br>(Signed) Thos. J. Prather, P. J.<br>Subpoena returned: J. H. Lockwood, Constable, of Albion, Pa., makes affidavit "that he served the within original subpoena on the within named respondent, Joseph F. Carberry, on the 13th day of July, 1922 at 7 P.M., on Second Avenue, Albion, Pa., by handing to him personally a true and attested copy thereof."<br>And now, Sept. 5, 1922, Walter L. Peake, is appointed Master to take the testimony in the above entitled case and make report thereon according to law.<br>By Hon. Thos. J. Prather, P. J.<br>(See paper filed) Com. issued.<br>Oct. 9, 1922, Testimony and Report of Master filed.<br>On Argument List for Feb. Term, 1923. No. 29.<br>March 5, 1923. After due consideration, a divorce is decreed as prayed, and at cost of respondent. Per Curiam.<br>Decree: And now, to-wit Mar. 5, 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 Katharine A. Carberry be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her the said Katherine A. Carberry, the libellant, and the said Joseph F. Carberry 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.<br>Per Curiam. |

# SEPTEMBER TERM, 1922

Albert L Thomas
68
J a Boland
7-31-1922

John C. Walter J. McClintock
Aug 22, 1922.

April 17, 1923 Recd of Peff Fowler and 60/100 dollars costs in this case
V. L Greeley Pro

April 21, 1923
Received from Pro. Greeley $5.60 my costs
H B Cutshall Sheriff

And now, March 22, 1926. By agreement of counsel (appearing in person pursuant to notice) Defts. bill of costs is re-taxed as filed. (See stipulation written on bill)
V. L. Greeley, Pro.

Mch 24 1926 Recd of Otto Kohler atty Fifteen and 30/100 dollars as costs
V. L Greeley Pro

v Dora L. Hart
vs.
v Charles . Jones
Issued July 3, 1922

| | |
|---|---|
| Tax writ (Pd by Plff) # | 2.00 |
| Shff. Cutshall | 5.60 |
| Pro. Greeley, | 4.00 |
| atty | 3.00 |
| ~~From July 31-1922, Comes defendant by his attorney and enters 7days, Plea ~~13.80~~ not guilty~~ | |
| Defts. Bill of costs | ~~80.71~~ |
| Pro. Greeley postaging | 1.50 |

Summons in Trespass, Returnable to First Monday of August next.

Writ returned. Served the within summons on the within named Charles Jones, on July 12, 1922, by handing him a true and attested copy and making contents of same known to him.

So answers H. B. Cutshall, Shff

~~D a Boland atty for Plff~~

Sept. 18, 1922 Plaintiffs statement of claim filed, and service accepted by Defts. Attorney.

Oct. 2, 1922, Affidavit of defense filed, Service of copy accepted by plaintiffs atty.

On Trial List for 2nd Mon. in Jan. 1923. No. 10

Jan. 17, 1923. Continued, Remanet.

Per Curiam

On Trial List for 1st 4th Mondays of March, 1923. No. 2

March 5, 1923 Case called for trial, and plaintiff by counsel in open court takes voluntary non suit.

Per Curiam.

Judgment
V. L. Greeley, Prothy.

April 20, 1923 Defendants Bill of costs, amounting to #80.71, filed.

March 31-1926. Recd of Pro. Greely #13.80 defendants Bill of costs. J. A. Boland atty for Dft

# SEPTEMBER TERM, 1922

John D. Walter & J. McClintock
Austin & George
Pittsburgh Pa.
Cy

Oct 5 1922 Rec'd of Jeff by atty J.D. McClintock Forty nine and 55/100 Dollars Suff + Protbys costs
V. L. Greeley Prs

Oct 5 1922 Rec'd of Wm Greeley Forty four and 55/100 Dollars in my costs
H B Buttshall
Sheriff

Petition of Marion George
for
Satisfaction of a Mortgage given by John George to James Woodside, Recorded in Mortgage Book Q. page 669.
Entered July 3, 1922.

| | |
|---|---|
| Prs. Greeley | $ 5.00 |
| Shff. Buttshall | 44.55 |

July 3, 1922, Petition presented in open Court and filed.

And now, to wit, this third day of July, 1922, the foregoing petition having been presented in Open Court, upon consideration thereof it is ordered to be filed, and it is further ordered, adjudged and decreed that the Sheriff of Crawford County serve notice upon the holder or holders of the mortgage above described, or his legal representatives, if they, or any of them, can be found in said county, and have known residence here; and that if said parties are unknown and cannot be found, said Sheriff shall give public notice by advertisement of the facts set forth in the above petition, once a week for four successive weeks after the presentation of this petition, in the Meadville Tribune, a newspaper published and having gen'l circulation in said county, commanding said parties to appear before this Court, on the 7th day of August, 1922, and show cause why the proper order should not be made and satisfaction of said mortgage should not be entered on the record thereof as prayed for in said petition, and why said real estate should not be released and discharged from said encumbrance.
(See paper filed) Per Curiam.

Same day, Order issued to Sheriff.

Order returned: To the Honorable Thomas J. Brather, Judge of the Court of Common Pleas of Crawford County:

I, H.B. Buttshall, Sheriff of said County, hereby certify and return: That pursuant to the command of the Court in the within order contained, do hereby declare that after diligent search and inquiry within my bailiwick, I was unable to find the within named James Woodside, or any assignee of said mortgage, nor any legal representative thereof, and as commanded, thereupon gave public notice to said parties by advertisement of the facts set forth in the petition, in the Meadville Times, a newspaper published and having general circulation in said County, commanding said parties to appear before this court on the 7th day of Aug. 1922, and show cause why the proper order should not be made and satisfaction of said mortgage should not be entered on the record thereof, due proof of said publication being hereto attached. So answers, H.B. Buttshall, Sheriff.

(Record continued on page 592)

# SEPTEMBER TERM, 1922

August Delp

70

Petition of Clarence W. Briggs and Nellie Devitt Briggs, his wife, for the Adoption of Eugene Edward King as their child and heir. Entered July 3, 1922.

Pro. Greeley 7-10-22 paid 3.00

July 3, 1922, Petition with consent of the mother of the child, Genevieve Newton King, and of the Superintendent of Polk Institute, annexed, presented in open Court and filed.

Decree: And now, July 3, 1922, upon presentation of the foregoing petition and upon due consideration thereof, and it appearing to the Court that the welfare of said minor will be promoted by such adoption and that the father of said minor has deserted him, and that the mother who is an inmate of Polk Institute where said child was born, and the Superintendent of Polk Institute have both given their consent to said adoption, the prayer of the petitioners is granted, and it is ordered and decreed that the said Eugene Edward King shall assume the name of Eugene Edward Briggs, and henceforth shall have all the rights of a child and heir of the said Clarence W. Briggs and Nellie Devitt Briggs and be subject to the duties of such a child

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

(See petition filed)
Same day, certified copy of decree issued.

# SEPTEMBER TERM, 1922

O. Blare Kent
71

Lucy Main
vs.
Walter Main.
Issued July 3, 1922.

| | |
|---|---|
| Fay Twitchell (Ord by Atty) | 2.00 |
| Shff. Crutchall | 1.85 |
| Shff Crutchall on alias | 1.85 |
| Shff. Crutchall on Pos. | 6.25 |
| Master Andrews, paid | 25.00 |
| Pros. Greeley, | 9.85 |
| Atty. | 3.00 |

Subpoena in Divorce
And now, July 3, 1922, subpoena awarded, returnable to the first Monday of August next.
(Sgd) Thos. J. Brather P. J.
Subpoena returned: Aug. 7, 1922, The within named Walter Main not found in my bailiwick.
So answers, H.B. Crutchall, Shff.
Aug. 16, 1922, Alias subpoena in divorce issued, returnable to first Monday of Oct. next.
Alias Subpoena returned: Oct. 2, 1922, the within named Walter Main not found in my bailiwick.
So answers H.B. Crutchall, Shff.
Oct. 2, 1922 Order issued for publication of Sheriffs proclamation, returnable to first Monday of Nov. next.

Nov. 20, 1922 Recd from Libellant, per O. Blare Kent, Atty $19.80, being Shffs. and Pros. costs.
V.L. Greeley, Pro.

Nov 20. 1922
Rec'd of Pro Greeley
Nine + 85/100 dollars
My Cert
H.B. Crutchall
Sheriff Shff

And now, November 6, 1922, - I have made proclamation in the above entitled case according to law, and caused the same to be published in the Spartansburg 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 H.B. Crutchall, Sheriff.
And now, Nov. 6, 1922, Dickson Andrews, Esq. is appointed Master in this case. By Hon. Thos. J. Brather, P. J. (See paper filed) Com. issd.
November 16 1922 Testimony and Report of Master filed
On Argument List for Nov. Tr. 1922, No. 15.
Dec. 18, 1922, After due consideration a divorce is decreed as prayed for, and at cost of respondent. Per Curiam.
Decree:- And now, to wit, Dec. 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 Lucy Main the libellant, be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Lucy Main, the libellant, and the said Walter Main, 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.

# SEPTEMBER TERM, 1922

O. Clare Kent
72

Sept. 15 1922, Received from libellant, per O. Clare Kent, Esq., Atty, $10.70, being Sheriff's and Prothys costs.
W. L. Greeley, Prothy.

Sept. 16. 1922 Received from Pro. Greeley $2.85 my costs
H. B. Butshall
Sheriff

✓ Hattie A. Roberts
vs.
✓ Charles H. Roberts
Issued July 3, 1922

| | |
|---|---|
| Tax + writ (atty pd) # | 2.00 |
| Shff. Butshall | 2.85 |
| W.B. Best, Master | 25.00 |
| Geo. Greeley Atty | 7.85 |
| | 3.00 |

Subpoena in Divorce
And now, July 3, 1922, Subpoena awarded, Returnable to the first Monday of August next.
Sgd) Thos. J. Brather, P.J.

Subpoena returned. Served the within Subpoena in Divorce on the Respondent personally on the 18th day of July 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. Butshall, Shff.

July 31, 1922, Wesley B. Best, Esq. is appointed Master in this case.
By Hon. Thos. J. Brather, P.J.

(See paper filed) Com. issued

Sept. 9, 1922 Testimony and report of Master filed.

On Argument List for Sept. Term, 1922. No. 37.

Oct. 18, 1922, After due consideration, a divorce is decreed as prayed, and at cost of respondent. Per curiam.

Decree:- And now, to wit, Oct. 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 Hattie A. Roberts be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Hattie A. Roberts, the libellant, and Charles H. Roberts, 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 defendent shall severally be at liberty to marry again in like manner as if they had never been married.

(See paper filed) Per Curiam

# SEPTEMBER TERM, 1922

Thomas & Thomas
73.

Dollie Holton
vs.
Don Holton
Issued July 3, 1922

| | # |
|---|---|
| Jay & writ (paid) | 2.00 |
| Shff. Butchall | 1.85 |
| Shff. Butchall ord. | 2.85 |
| J. E. Henretta, Master | 25.00 |
| Pro. Greeley | 8.85 |
| Atty | 3.00 |

Sept 15 1922 Rec'd of Jeff by atty Forty one and 5/100 dollars costs in the case
V. L. Greeley Pro

$25.00 pd to Master by Pro. Greeley - See report.

Sept. 16. 1922 Received from Pro. Greeley $4.75 by costs
H B Butchall

Subpoena in Divorce and for the custody of the children of the parties, viz: Dorothy Holton, aged 5 Don B. Holton aged 3 and William Holton aged 2.

And now, July 3, 1922 Subpoena awarded, Returnable first Monday of August next

By Thos. J. Brather, P. J.

Subpoena returned: Aug. 7, 1922, the within named Don Holton not found in my bailiwick. So answers H. B. Butchall, Shff.

Aug. 7, 1922, Alias subpoena in divorce issued, returnable to next term.

Alias subpoena returned; Served the within Subpoena in Divorce on the Respondent personally on the ninth day of August, 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 Butchall, Sheriff

And now, Sept. 11, 1922, J. E. Henretta, Esq., is appointed Master in above case By Hon. Thos. J. Brather, P. J. (See paper filed)

Sept 15 1922 Testimony on part of Libellant and Report of Master filed

On Argument List for Sept. Term, 1922, No. 38

Oct. 18, 1922, After due consideration, a divorce is decreed as prayed; at cost of respondent; and the custody of the children, Don, Dorothy and William Holton is awarded to libellant

Per Curiam.

Decree; — And now, to wit, Oct. 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 Dollie Holton be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Dollie Holton, the libellant, and the said Don Holton, the respondent.

And that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent, at anytime 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 Dorothy Holton, Don B. Holton, and William Holton, minor children of the libellant and respondent, be, and the same is hereby awarded to said libellant, Dollie Holton.

(See paper filed).

Per Curiam.

J. E. Henretta
7 4

Nov. 15, 1922 Received from libellant, per J. E. Henretta, atty, #19.~~75~~ being Shffs and Poothys Costs.
V. L. Greeley, Pro

Nov 15 - 1922 Rec'd of Pro Greeley Nine ~~75~~ 00/100 Dollars my Costs
H B Cutchall
Sheriff O.C.C.

Ernest C. Ellis
vs
Winifred R. Ellis
Issued July 3, 1922.

| | # |
|---|---|
| Tax & writ (paid) | 2.00 |
| Shff Cutchall | 1.85 |
| Shff Cutchall on al. | 1.85 |
| Shff Cutchall on Proc | 6.25 |
| Roy S. Peters, Master | 25.00 |
| Pro. Greeley | 9.85 |
| Atty, | 3.00 |

Subpoena in Divorce
And now, July 3, 1922, Subpoena award Returnable to first Monday of August
Sgd Thos. J. Prather, P.J.
Subpoena returned: Aug. 7, 1922. The within named Winifred R. Ellis is not found in my bailiwick.
So answers H.B. Cutchall, Sheriff.
Aug. 7, 1922, Alias subpoena in divorce issued, returnable to the second Monday of Sept. 1922.
Alias subpoena returned: Sept. 4, 1922, The within named Winifred R. Ellis is not found in my bailiwick.
So answers H.B. Cutchall, Shff.
Sept. 11, 1922. Order issued for publication of Sheriffs proclamation in divorce, returnable to 1st Monday of November next.
And now, Nov. 6, 1922, 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 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.
And now, Nov. 6, 1922, Roy S. Peters, Esq., is appointed Master in above case. By Hon. Thos. J. Prather, C.J. (See paper filed) Com. issued.
Nov. 15, 1922, Testimony and report of Master filed.
On Argument List for Nov. Tr. 1922, No. 16.
Dec. 18, 1922. After due consideration a divorce is decreed as prayed.
Per Curiam.
Decree:- And now, to-wit, Dec. 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 Ernest C. Ellis be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between him the said Ernest C. Ellis the libellant, and the said Winifred R. Ellis, 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.

# SEPTEMBER TERM, 1922

Roy S. Peters
75

Sept 14 1922 Rec'd Ten and 70/100 Dollars Shff & Prothys Costs
V. L. Greeley Pro

Sept. 16. 1922 Received from Pro. Greeley $7.85 my costs
H. Blackshall
Sheriff

Mabel A Garvey
vs.
Gerald F. Garvey
Issued July 3, 1922.

| | |
|---|---|
| Jay & writ (paid) | 2.00 |
| Shff Blackhall | 2.85 |
| Master J.W. Smith (paid) | 2.50 |
| Pro Greeley | 7.85 |
| atty | 3.00 |

Subpoena in Divorce.

And now, July 3, 1922, subpoena awarded, Returnable to First Monday of Aug., 1922. (Signed) Thos. J. Brother, P.J.

Subpoena returned: Served the within Subpoena in Divorce on the Respondent personally, on the 3d day of July, 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 answered H. Blackshall, Shff.

And now, to wit, Sept. 5, 1922, On motion in open Court, J. W. Smith, Esq., is appointed Master to take the testimony on the part of the libellant and to make due return thereof to Court.

(See paper filed) By Hon. Thos. J. Brother, P.J.

Sept. 14, 1922 Testimony and Report of Master filed

On Argument List for Sept. Term, 1922. No. 39

Oct. 19, 1922. After due consideration, a divorce is decreed as prayed and at cost of respondent. Per Curiam.

Decree: — And now, to-wit, Oct. 19, 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 Mabel A. Garvey be divorced and forever separated from the nuptial tie and bonds of matrimony heretofore contracted between her, the said Mabel A. Garvey, the libellant, and the said Gerald F. Garvey, 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.

# SEPTEMBER TERM, 1922

| | | |
|---|---|---|
| Otto Kohler<br>76 | George O. Green<br>vs<br>Mary Green<br>Issued July 3, 1922<br><br>Tax + writ 7-7-22 paid 2.00<br>Shff Batshall 1.85<br>Shff Batshall ond. 1.85 | Subpoena in Divorce<br>And now, July 3, 1922, Subpoena awarded, Returnable the first Monday of August next.<br>(Sgd) Thos. J. Brather, P.J.<br>Subpoena returned: Aug. 7, 1922, The within named Mary Green is not found in my bailiwick.<br>So answers N.B. Batshall, Shff<br>Aug. 8, 1922. Alias subpoena in divorce issued, returnable to next term.<br>Alias Subpoena returned: Sept. 11, 1922, the within named Mary Green not found in my bailiwick. So answers<br>N. B. Batshall, Shff. |

# SEPTEMBER TERM, 1922

Donald C. Thompson
77

Rec'd $3.00 Docket fee.
Donald C. Thompson, Atty

March 24 1923 Rec'd Three and 25/100 Dollars my costs.
V. L. Greeley P.o.

Barrie Daugherty Russell
Petitioner
vs
Mc Daugherty
also known as
Mack Daugherty
Respondent.
Entered July 3, 1922

| | |
|---|---|
| Pro. Greeley (paid Aug 7th) | 3.00 |
| John A. Fishleigh on Rule (paid to him) | 2.70 |
| Pro. Greeley, since | 3.25 |
| Atty | 3.00 |

Rule to bring Ejectment for 7 acres of land, more or less, in Steuben Tp., part of Tract No. 139. VII Donation Dist.

And now, to wit, July 3, 1922, Upon hearing the within petition, it is hereby ordered that a rule be granted upon the respondent Mc Daugherty, also known as Mack Daugherty to bring his action of Ejectment within six months from the service of such rule upon him for the premises mentioned in the within petition, being seven acres of land, more or less in Steuben Township, or show cause why the same cannot be so brought. Said rule to be returnable the first Monday of Sept. 1922, Service of said rule and all proceedings hereunder to be in strict conformity to the requirements of the several acts of Assembly in such cases made and provided. Per Curiam. (See petition filed)

Same day, Rule issued.

July 29, 1922. Rule returned, with affidavit of service endorsed, showing service of rule on respondent, July 13, 1922. - filed.

Decree - And now, to wit: September 5th, 1922, It appearing by the affidavit of return of service of the writ in the above entitled case, that the respondent, Mc Daugherty also known as Mack Daugherty, was served personally by the Deputy Sheriff of Cook County, Illinois, on July 13th, 1922, and it further appearing that no appearance has been entered by or on behalf of the said respondent, Mc Daugherty or Mack Daugherty.

Therefore, It is hereby ordered and decreed, That the said Mc Daugherty or Mack Daugherty, or any one claiming title to the said real estate described in the said petition and notice, by, from, through, or under him, shall bring their action of Ejidment for the recovery of the said real estate, or show cause why the same cannot be so brought within six months from the date of this order, otherwise to stand forever barred.

Per Curiam (See paper filed)

And now, to wit, March 12, 1923 No appearance having been entered in this case by the respondent or by any other person in his or their behalf, and it appearing to the Court that a period of more than six months has elapsed since the granting of the said interlocutory order, the rule in this case is made absolute; and judgment for the land described in the said petition is hereby

Record continued on p. 427

Wesley B. Best

78

Petition of John A. Deissler for Satisfaction of Mortgages given by Frank Deissler to Enterprise Building and Loan Association of Meadville, Pa., recorded in Mortgage Book S. page 208 and Mortgage Book V. page 119.
Entered July 3, 1922.

Pro Greeley # 5.00
Shff Pittsball 44.65

July 3, 1922 Petition presented in open Court and filed.

And now, July 3, 1922, 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 Enterprise Building and Loan Association of Meadville, Pa., or to its legal representatives, successors or assigns, if they or any of them may be found and by publication in the Tribune-Republican 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 mortgagees and all parties interested to appear in this Court on the first Monday of Sept., 1922 at 10 o'clock A.M., to show cause, if any they have, why the land subject to the incumbrances of the said mortgages should not be released and discharged from the said lien. Service of the said notices aforesaid to be made at least 20 days prior to the said return day. Per Curiam

July 3, 1922, Order issued to Sheriff

Decree - Now September 7, 1922, the sheriff of said county having made return to the order of this Court heretofore made, and to him directed in this case, that after diligent search he had been unable to find in his bailwick the holder or holders of said mortgages given by the said Frank Deissler to the said Enterprise Building & Loan Association, of Meadville, Pa., or its legal representatives, successors or assigns, upon whom he could serve the said order; and that in obedience to said order he had thereupon given public notice of the facts set forth in the said petition to all persons interested in the said matter by an advertisement published once a week for four successive weeks, after presentation of said petition, twenty days before the return day, September 4, 1922, in the Tribune Republican, a newspaper published in the City of Meadville, Pa., to-wit: in the issues of said newspaper on the Eighteenth and Twenty-fifth days of July, and the First and Eighth days of August 1922, as appears by return of the sheriff and the proofs of publication attached thereto on file in this case, and to the Court shown, which are deemed sufficient by the Court And it further appearing to the Court that no answer to the said petition has been filed, or appearance in this case entered by any of the parties named, and no cau

(Record continued on page 591.)

Sept. 11, 1922, Received from John A. Deissler petitioner, $49.15, being Pro's. & Shff's. costs & printing.
W. L. Greeley, Pro

Sept. 11, 1922, Received from Pro. Greeley $44.15 being costs of Sheriff & printing.
B. B. Pittsball
Sheriff

* Sept. 5, 1922, Return and proof of publication of notice by Sheriff filed.

# SEPTEMBER TERM, 1922

| | | |
|---|---|---|
| Donald B. Thompson<br><br>79 | Petition of Leo Franklin Leffel<br>for<br>Change of Name to<br>Leo Franklin Leurck<br>Entered July 3, 1922<br><br>Tax & Pro. Fs. (paid 8/22/22) 10.00 | July 3, 1922, Petition presented in open Court and filed.<br>And now, July 3, 1922, the above and foregoing petition of Leo Franklin Leffel for change of name having been presented, read in open Court, and duly considered, the prayer of the petitioner is granted, and it is hereby ordered, adjudged and decreed that the said name of Leo Franklin Leffel be and is hereby changed to Leo Franklin Leurck, his original and proper name; upon publication of this decree once a week for four successive weeks consecutively in the Wyoming Times, and upon payment to the Prothonotary of this Court of the sum of Ten Dollars in addition to the costs of publication.<br>(See petition filed) Per Curiam. |

Oct. 16, 1922. Proof of publication of notice of decree filed.

Final Decree: And now, to wit, October 16, 1922, it appearing that three months have elapsed since the above Court was petitioned by the said Leo Franklin Leffel for a change of name, and also that the decree of said Court authorizing said change of name has been published as required by the Act of Assembly in such cases made and provided, as will be evidenced by the proof of said publication hereto attached; and further that the cost of said publication has been paid, and that a further sum of Ten Dollars has been paid to the Prothonotary as directed by the said Act of Assembly: Therefore, it is hereby ordered, adjudged and decreed that the name of Leo Franklin Leffel, is, from and after this date, changed to Leo Franklin Leurck (his original and proper name), and the family name, "Leurck," shall be likewise borne by his wife and the minor children of the said Leo Franklin Leurck, in accordance with the acts of Assembly in such cases made and provided, and pursuant to the prayer of this petitioner. Per Curiam.

(See paper filed) (Signed) Thos. J. Prather, President Judge.

| | | |
|---|---|---|
| to N. Benedict<br><br>80 | Petition of James Finley Brush for Inquisition of Lunacy as to George Finley Mechling of the City of Titusville.<br>Entered July 3, 1922.<br>Cro. Greeley # 3.00 | July 3, 1922, Petition with supporting affidavits annexed, presented in open Court and filed. M page 239<br>And now, July 3, 1922, Inquest awarded, Earl McDonald, Esq., of Warren, Pa., is appointed Commissioner; writ returnable to next term. At least six days notice to be given to said lunatic and to as next friends<br>(Signed) Thos. J. Grather, P.J.<br>Same day, Commission issued |

# SEPTEMBER TERM, 1922

O. Blare Kent
81.

Sept. 15, 1922 Received from Libellant per O. Blare Kent, Esq., Atty #14.70, being Sheriff's and Prothy's costs.
W. L. Greeley for Pro.

Sept. 16 1922
Received from Pro. Greely $8.80 my costs
H. Blantshall
Sheriff

Grace M. Garwood
vs.
Amos O. Garwood
Issued July 5, 1922

| | |
|---|---|
| Jas. Ward (Atty) (pd) # | 2.00 |
| Shff. Blantshall | 6.85 |
| J. E. Bossard, Master (pd by atty for Lib.) | 25.00 |
| Pro. Greeley | 7.85 |
| Atty | 3.00 |
| Pro. Greeley, since (pd by Lib. Nov. 30th) | 2.00 |

Subpoena in Divorce.
And now, July 5, 1922, 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 8th day of July, 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. Blantshall, Shff.
Now, July 31, 1922 Jos. E. Bossard, Esq. is hereby appointed Master in this case. By Hon. Thos. J. Brather, P. J.
(See paper filed) Commission issued.
Sept. 14, 1922, Testimony and report of Master filed.
On Argument List for Sept. Term, 1922, No. 40.
Oct. 19, 1922, After due consideration divorce refused, without prejudice to libellant to prove desertion for the statutory period. Per Curiam.
Now, Nov. 6, 1922, On motion in open court, this case is referred back to J. E. Bossard, Esq., Master, to take additional testimony therein, and to report on same to the Court. Per Curiam. (See paper filed)
Nov. 16, 1922 Additional testimony, taken before Master filed.
On Argt. List for Nov. Tr. 1922, No. 19.
Dec. 18, 1922. After due consideration a divorce is decreed as prayed, and at cost of respondent. Per Curiam.
Decree:- And now, to-wit, Dec. 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 Grace M. Garwood be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Grace M. Garwood the libellant, and the said Amos O. Garwood 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.

# SEPTEMBER TERM, 1922

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| b. Victor Johnson<br><br>82 | Fort Pitt Construction Co. (a Corporation organized and existing under the laws of the State of Pennsylvania)<br>vs.<br>F. b. Danner Co.<br>Issued July 6, 1922<br><br>Jay Twist (Atty fee) $ 2.00<br>Shff. Critchfield 2.60 | Summons in Assumpsit, Returnable to First Monday of August, 1922.<br>Writ returned: Served the within writ on the within named F. b. Danner Co., by handing to F. b. Danner on July 6, 1922, a true and attested copy of the within writ, and making contents of same known to him.<br>So answers H B Critchfield, Sheriff. |

# SEPTEMBER TERM, 1922

Leland J. Culbertson
83

Nov 20 1922 Recd 4 Plff by atty Ten and 95/100 Dollars Shff & Pros costs
V. L. Greeley Pro.

Nov. 20, 1922 Received from Pro. Greeley $3.10 in full of costs
H B Kurtshall
Sheriff

Lloyd J Morrow
vs
Hazel H. Morrow
Issued July 7, 1922

| | |
|---|---|
| Tax writ (Atty pd) | 2.00 |
| Shff. Kurtshall | 3.10 |
| H.B. Wasson, Master (Paid) | 25.00 |
| Pro. Greeley | 7.85 |
| Atty | 3.00 |

Subpoena in Divorce.
And now, July 7, 1922, subpoena awarded, Returnable First Monday of August next.
(Signed) Thos. J. Prather, P.J.

Subpoena returned: Served the within Subpoena in Divorce on the Respondent personally on the 8th day of July, 1922 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 H.B. Kurtshall, Sheriff.

And now, Sept. 5, 1922, H.B. Wasson, Esqr. is appointed Master in this case to take testimony and make report to the Court. By Hon. Thos. J. Prather, P.J.
(See paper filed) Commission issued
Sept. 15, 1922. Testimony and report of Master filed

On Argument List for Sept. Term, 1922, No. 41.
On Argument List for Nov. Term, 1922, No. 18
Dec. 18, 1922. After due consideration a divorce is decreed as prayed.
Per Curiam.

Decree:- And now, to-wit, Dec. 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 Lloyd J. Morrow be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him, the said Lloyd J. Morrow, the libellant, and the said Hazel H. Morrow, 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.

# SEPTEMBER TERM, 1922

W. J. Sirdevan
84

Enone Howe
vs.
Fred Howe
Issued July 7, 1922

| | | # |
|---|---|---|
| Jay & writ (Atty pd) | 2.00 | |
| Shff Cutshall | 1.85 | |
| Shff Cutshall on alias | 1.85 | |
| Shff Cutshall on Pros | 6.25 | |
| C.B. Stegner, Master, paid. | 25.00 | |
| Prs. Greeley, Atty | 9.85 | |
| | 3.00 | |

Nov 20 1922 Rec'd of Peff by atty Nineteen and 80/100 dollars Shff & Proctys Costs
T. L. Greeley Pr
Nov 20 1922
Rec'd of Pro Greeley Nine & 85/100 Dollars
My Costs
H B Cutshall
Sheriff

Subpoena in Divorce and for custody of Floyd Howe and Bertha Howe, minor children of the parties.

And now, July 7, 1922, Subpoena awarded, Returnable First Monday of August, 1922.

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

Subpoena returned: Aug. 7, 1922, The within named Fred Howe not found in my bailiwick.

So Answers H.B. Cutshall, Sheriff

Aug. 8, 1922, Alias subpoena in divorce issued, returnable to second Monday of Sept. next.

Alias Subpoena rtd: Sept. 11, 1922, the within named Fred Howe not found in my bailiwick.

So answers H. B. Cutshall, Shff

Sept. 19, 1922. Order for proclamation issued, returnable to first Monday of Nov. next.

And now, Nov. 6, 1922, 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 H B Cutshall, Sheriff

Nov. 6, 1922, Chas. B. Stegner, Esq. is appointed Master in this case. By Thos. J. Brather, P.J. (See paper filed) Com. issued.

Nov. 16, 1922, Testimony and report of Master filed.

On Argument List for Nov. Term, 1922, No. 22.

Dec. 18, 1922. After due consideration a divorce is decreed as prayed, at cost of respondent, and the custody of the children, Floyd Howe, and Bertha Howe, is awarded to libellant. Per Curiam.

Decree:- And now, to-wit, Dec. 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 Enone Howe be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Enone Howe, the libellant, and the said Fred Howe, 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, Floyd Howe, and Bertha Howe, be and the same is hereby awarded to the (See Margin)

said Enone Howe, the libellant.
Per Curiam.

# SEPTEMBER TERM, 1922

| | | |
|---|---|---|
| Thomas & Thomas<br><br>85<br>J. A. Roland<br>Aug. 9, 1922 | W. J. Hayes, Receiver of the Wesley Lumber and Supply Company<br>vs.<br>Seymour Hood<br>Issued July 8, 1922<br><br>Tax writ (paid) $ 2.00<br>Shff. Britshall 6.70 | Summons in Assumpsit, Returnable to first Monday of August next.<br>July 5, 1922, Affidavit that Plffs claim exceeds $100.00 filed.<br>July 8, 1922, Plaintiffs Statement of demand filed.<br>Writ returned: Served the within writ and Statement of claim on the within named Seymour Hood, on July 12, 1922, by handing him a true and attested copy of the within writ and statement of claim and making contents of same known to him. So Answers:<br>H. B. Britshall, Sheriff.<br>Aug. 9, 1922. Affidavit of defense filed. Service of same accepted by Plffs. Atty. |

# SEPTEMBER TERM, 1922

J. Berry Eckels
$6

A. F. Bail
vs
Oscar W. Drevlo, Dorothy Drevlo, Bernard Schonknecht and Alma Schonknecht, copartners under the firm name of Drevlo, and Schonknecht, and Oscar W. Drevlo, Dorothy Drevlo Bernard Schonknecht and Alma Schonknecht
Issued July 10, 1922

| | |
|---|---|
| Tax twrit (Atty pd) # | 2.00 |
| Shff. Butshall | 11.60 |
| Pro. Greeley | 3.50 |
| Atty | 3.00 |

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

July 10, 1922, Plaintiffs Statement of Claim filed, and five copies certified to Sheriff.

Writ returned: Served the within summons and statement of claim on co-partners under the firm name of Drevlo & Schoenknecht, by handing a true and attested copy of each to Oscar W. Drevlo on July 11, 1922 and making contents of same known to him; Also, seved copy of summons and plaintiffs statement of claim on Oscar W Drevlo, Bernard Schonknecht Dorothy Drevlo and Alma Schonknecht, on July 11, 1922 by handing to each of them a true and attested copy of each and making contents of same known to them. So answers

H B Butshall, Sheriff.

And now, September 12, 1922, Upon praecipe of plaintiffs attorney, judgment is entered against defendants, for want of an appearance and affidavit of defense. Judgment liquidated at the sum of Four hundred eighty and 83/100 Dollars with costs. (See Rule Doc. 12, page 542)

Debt # 480.83

Int from Sept. 12, 1922

D. Dkt. p. 179, 176 Sep. 178, 186 Firm p. 144 Judgment

V. L. Greeley, Prothy

Fi. Fa. to No. 7 Nov. Term, 1922.

# SEPTEMBER TERM, 1922

Wm W Henderson
87

June 1, 1923 Rec'd from Pltff $3.00, Atty fee in this case
V.L. Greeley, Pro

June 2nd Rec'd of Pro Greeley three dollars Sheet fee
Wm W. Henderson

George B Wilson
vs
Mary Arnold and
Wm. Arnold
Entered July 10, 1922

| | # |
|---|---|
| Pro. Greeley (Pltff-pd) | 2.25 |
| Pltff on Original | 1.25 |
| Atty | 3.00 |

Of No. 232 May 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 defendants by the Sheriff of said county, and duly so returned, and that a judgment be entered thereon in favor of plaintiff and against defendants, with all the waivers and conditions contained in the original judgment-note, for the sum of Five hundred Dollars, with interest from July 10, 1921, and costs.

Debt #500.00
Int. from July 10, 1921.
Judgment
V.L. Greeley, Pro

Appt. 95+82.

Received, June 1, 1923, the above judgment, debt, interest and cost, and I direct same satisfied of record.
Geo. B. Wilson

Arthur L. Bates
88

Nov 9 1922 Rec'd of N. B. Cutshall Sheriff Five and 55/100 dollars my costs
U. L. Greeley Pro

Edward C. Henderson
vs.
Ellen (or Ella) E. Kiernan, and Rose M. Eckart
Issued July 11, 1922

| | # |
|---|---|
| Pro. Greeley | 2.00 |
| Sheff. Cutshall | 6.10 |
| Pro. Greeley | 2.50 |
| Atty | 3.00 |
| Atty Mondreau on orig. | 3.00 |

Of No. 193 September Term, 1915.
Scire Facias to revive and continue the lien of the above judgment & quare executionem non. Returnable to first Monday of August next.
K. p. 127, E. p. 35.

Writ rcld: Served the within writ on the within named Ella E. Kiernan on Aug. 2, 1922, at the Sheriffs office in the Court-house, City of Meadville, by handing to her a true and attested copy of the within writ, and making contents known to her. Also, served the within writ on the within named Rose M. Eckart on July 14, 1922, at 460 North Main St. in the City of Meadville, by handing to her a true and attested copy of the within writ, and making contents of same known to her.
So answers, N. B. Cutshall, Sheriff

And now, to wit, August 31, 1922 Upon praecipe of Plffs attorney, judgment is entered against the defendant for want of an appearance and for want of an affidavit of defense, and liquidated at the sum of Eight hundred forty Dollars, with interest from April 21, 1920, with costs of suit. (See Rule Doc. 12, p. 59)
Debt # 840.00
Int. from April 21, 1920.
K. p. 127; E. p. 55. Judgment
V. L. Greeley, Prothy.

Fi. Fa. to No. 3 Nov. Term, 1922.
Nov. 9, 1922. This judgment satisfied (See Fi. Fa.)

# SEPTEMBER TERM, 1922

Arthur L Bates
89

Rec'd May 10 '23 May 10th
from Arthur L Bates
Def's Atty.

May 10 1923 Rec'd of
Shff by atty Nineteen
and 80/100 dollars
Shff & Pros Costs
U. L. Greeley Pro.

May 10, 1923
Received from Pro. Greeley
45 My costs
H B Leutshall Shff

W. L. Barr
vs.
Zula Spring Barr
Issued July 11, 1922

| | |
|---|---|
| Tax writ (Atty fee) | 2.00 |
| Shff. Leutshall | 1.85 |
| Shff. Leutshall on al. | 1.85 |
| Shff Leutshall on proc. | 6.25 |
| J.W. Smith, master (paid) | 25.00 |
| Pro. Greeley | 9.85 |
| Atty. | 3.00 |

Subpoena in Divorce
And now, July 11, 1922, subpoena awarded, Returnable to next term.
(Signed) Thos. J. Brather, P.J.

Subpoena returned: And now, Sept. 11, 1922, the within named Zula Spring Barr, not found in my bailiwick.
So answers H. B. Leutshall, Shff.

Sept. 11, 1922, Alias subpoena in divorce issued, returnable to first Monday of Nov. next.

Alias subpoena returned: Nov. 6, 1922, The within named Zula Spring Barr, not found in my bailiwick.
So answers H.B. Leutshall, Shff.

Jan. 29, 1923 Order issued for publication of Sheriff's proclamation, returnable to first Monday of March next.

And now, March 5, 1923, I, H. B. Leutshall, 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 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 H.B. Leutshall, Sheriff.

March 15, 1923. James W. Smith, Esq., is appointed Master
(See paper filed) By Hon. Thos. J. Brather, P.J.

April 19, 1923, Testimony and Report of Master filed.
On Argument List for May Term, 1923, No. 15.

July 2, 1923. After due consideration, a divorce is decreed as prayed.
Per Curiam.

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 W. L. Barr be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between him, the said W. L. Barr the libellant, and the said Zula Spring Barr 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

# SEPTEMBER TERM, 1922

| | | | |
|---|---|---|---|
| Otto Kohler | John Eady | | Of No. 263 September Term, 1916. |
| 90 | vs | | Scire Facias to Revive and Continue |
| | Joseph Siegel | | Lien of above stated Judgment |
| | Issued July 14, 1922 | | Returnable to next term |
| | | # | Writ returned: Served the within writ |
| | Pro. Greeley (Atty fd) | 2.00 | on the within named Joseph Siegel, at |
| | Shff Kutshall | 2.60 | the Sheriff's office in the Court-House, |
| | Pro. Greeley | 2.50 | City of Meadville, Pa., on August 4, 1922, |
| | Atty | 3.00 | by handing to him a true and attested |
| | Original costs | 9.10 | copy of the within writ, and making |
| | | | contents of same known to him. |
| | | | So answers A B Kutshall, Sheriff |
| | | | And now, Sept. 18, 1922, On motion in |
| | | | open court, judgment is granted in |
| | | | favor of plaintiff and against the |
| | | | defendant in default of an appear- |
| | | | ance. Per curiam. (See paper filed) |
| | | | And now, |

Debt
Ent. from
Di. p. 160

#
Judgment
V. E. Greeley, Prothy

# SEPTEMBER TERM, 1922

| | | |
|---|---|---|
| Fred L. Kiebort<br>Albert L. Thomas<br><br>91 | L. N. Vatter & E. L. Gibson, partners doing business under the firm name of North Street Garage<br>vs<br>Paoli Storieci<br>Issued July 15, 1922<br><br>Tax & writ (Atty fee) 3.00<br>Shff Britshall 2.60 | Replevin for one Ford Roadster Automobile of the value of One hundred fifty Dollars, returnable to first Monday of August next.<br>July 15, 1922. Affidavit as to value of property filed.<br>July 15, 1922. Bond of plaintiffs, with H. S. Lampman as surety, in the penal sum of $300.00, approved and filed.<br>July 15, 1922. Plaintiffs statement of claim filed.<br>Writ returned: Aug. 7, 1922. The within named Paolo Storeci is not found in my bailiwick.<br>So answers H. B. Britshall, Sheriff. |

# SEPTEMBER TERM, 1922

| | | |
|---|---|---|
| 92<br>Thomas & Thomas. | David F. Hannan<br>vs<br>Mrs. Jeannette Porter, Executrix of Frank Porter, late of Greenwood Township, deceased.<br>Entered July 15, 1922<br>Jgt. & entry (pd. by Deft) 1.50<br>Costs on Trans. (pd. by Deft.) 25.16 | Appeal by Deft from Judgment of A. L. Boynton, Esq., Alderman. |

# SEPTEMBER TERM, 1922

John Schuler
93
Arthur L. Bates for pltf.

March 16-1923 Rec'd U.L. Greeley Pro. $350.25 & offs on this judgment (See exc Doc. #67 Sept Tm. 1922)
John Schuler
Atty for Offs

March 16 1923 Rec'd of Deft Four Dollars Jury fee and $20.50 costs
U. L. Greeley Pro

Mar. 16. 1923
Received $6.70 from Pro. U. L. Greeley my costs
H B Leitshall Sheff

Paul H. Mueller
vs.
Agnes B. Wykoff
Issued, July 17, 1922.

| | $ |
|---|---|
| Tax & writ (paid by Pltff) | 3.00 |
| Shff. Leitshall | 6.75 |
| Pro. Greeley on pulet since | 6.75 |
| Jury fee | 4.00 |
| Atty | 3.00 |
| Pltffs bill of costs | 12.00 |
| Poundage | 7.00 |

Replevin for two horses, five cows, four heifers, 50 chickens, 1 black sow, 1 set of double harness team; 1 set single driving harness, of the value of five hundred dollars; Returnable to first Monday of August next.

July 17, 1922, Affidavit as to value of property filed.

July 17, 1922, Bond of Plaintiff, with L.L. Lord as surety, in the sum of $1,000.00, approved and filed.

July 21, 1922. Motion and supporting affidavit on behalf of defendant to quash writ of replevin, filed.

Now, July 21, 1922, Rule to show cause granted, proceedings stayed in the meantime. (Sgd) Thos. J. Brother, P.J.

Writ returned: Served the within writ on the within named Agnes B. Wykoff on July 17, 1922, at 7:30 P.M., by handing to her a true and attested copy of the writ, and making contents of same known to her. The defendant having filed bond with me in the sum of One thousand Dollars, I left the property in her possession. The said bond is hereto attached to this writ. At the same time I levied on the within described property at suit of New First National Bank of Meadville, Pa., vs. Agnes B. Wykoff, on writ of Fi. Fa. No. 67 Sept. Term, 1922.

So answers, H.B. Leitshall, Shff

July 21, 1922. Defts bond with W.M. Dickson and M.A. Hirsch as surety, in the sum of $1000.00, returned with the writ and filed.

On Argument List for Sept. Term, 1922, No. 5. "Argued C.A.V."

Sept. 29, 1922. For order directing sale of property replevied see Ex. Doc at No. 67 Sept. Term, 1922.

Order:- Now, Jan. 2, 1923, rule to quash writ of replevin is discharged. Per Curiam.

(See opinion of Court filed).

Jan. 13, 1923. Declaration in replevin filed.

Jan 15 1923 Defendant by her Attorney Arthur L. Bates Esq Enters plea of property. (See Paper filed.)

Feb. 27, 1923. Affidavit of defense filed.

On Trial List for 1st & 4th Mondays of March, 1923, No. 17.

March 5, 1923, Plaintiffs Amended declaration filed in open Court.

March 9, 1923, Affidavit of defense to pltffs. supplemental statement filed.

And now, March 9, 1923, Before the Hon. James A. McLaughry P.J., of the 35th Judicial District, specially presiding, jury selected and sworn as follows: 1- Bert Waid, 2 Fred A. Woods, 3- Adelbert Hickernell, 4- Harrison Ellsworth, 5- N.A. Flaugh, 6- D.G. Garfield, 7- Charles Drake, 8- J.N. Morrison, 9- Z.E. Campbell, 10- Clarence Ellis, 11- V.L. Wood, 12- Glenn Hoffman: twelve good & lawful men,

—Continued on margin of page.—

who upon their solemn oaths which they have taken on Thursday, same day, they find for the plaintiff in the sum of Five hundred nineteen and 40/100 Dollars ($519.40). W. page 245.

March 16 1923 Pltffs bill of costs filed.

Deft 519.40
Interest from Mch 9, 1923
Judgment
-vs- U. L. Greeley Pro
for on this judgt. $350.25
receipt & order of Court at No. 67 Sept Term 1922, Ex. Doc.
March 17-1923, For value received, I hereby all assign and transfer this judgment, debt, interest and costs & the New First Nat'l Bank of Meadville, Pa.
John Schuler
Atty for Pltff.

# SEPTEMBER TERM, 1922

Otto Kohler
94

John O'Hatta & Wm McClintock
7-24-22. V.L.G.

April 25-1924 Rec'd of Otto Kohler atty Eight Dollars Shff + Pros Costs
V. L. Greeley Pro

April 25-1924 Rec'd of Pro Greeley Three + 50/100 Dollars Shff Costs
H B Culshall
Pro of P Sheriff

J. A. Levy
vs.
Bassins Smith
Issued July 19, 1922

| | # |
|---|---|
| Jay + writ (atty pd) | 2.00 |
| Shff Culshall | 3.50 |
| Pro. Greeley, | 4.50 |
| atty | 3.00 |

Summons in Assumpsit, Returnable to First Monday of August next.

July 19, 1922, Statement of Claim filed, and copy certified to Sheriff.

Writ returned: Served the within writ and Statement of claim by handing to J. O'H & W. J. McClintock Attorneys a true and attested copy of the within writ and Statement of claim on July 19, 1922 said attorneys accepting Service for the defendant Bassins Smith. So answers H. B. Culshall, Shff

July 24, 1922 Affidavit of defense filed

Same day, service ~~accepted by~~ made on Plffs atty (See affd)

Feb. 26, 1923. Amended statement of claim filed by leave of Court.

On Trial List for 1st Mon. of March, 1923. No. 20

March 5, 1923. Off the List.

March 12, 1923 Affidavit of defense to Amended Statement of Claim filed, and service accepted by plaintiffs attorney.

On Trial List for 4th Monday of Oct. 1923 No. 3.

Oct. 15, 1923, Continued on application of defendant.

On Trial List for 1st Monday of Jan. 1924, No. 18.

Jan. 7, 1924. Continued by Consent.

Now, April 25, 1924 this case settled.

Otto Kohler
Atty for Plff

# SEPTEMBER TERM, 1922

John O. McClintock & Walter J. McClintock
95
Albert L. Thomas & Fred G. Kiebort
July 21, 1922.

L. E. Stainbrook
vs
Alice I. Mushrush
Issued July 19, 1922

| | |
|---|---|
| Jay twist (Plff. paid) | # 2.00 |
| Shff Butshall - (paid) | 4.50 |
| Pro. Greeley | 5.75 |
| Pro. fee for Co. | 5.25 |
| Atty | 3.00 |
| Jury fee | 4.00 |

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

July 19, 1922. Affidavit that plaintiffs claim exceeds $300.00 filed.

July 19, 1922. Statement of claim filed, and copy certified to Sheriff.

Writ returned: Served the within summons and plaintiffs statement of claim on the within named Alice I. Mushrush on July 19, 1922, at her home in East Fallowfield Township, Crawford County, Penna. by handing to her a true and attested copy of each, and making contents of same known to her. So answers,

A. B. Butshall, Shff.

July 21, 1922. Albert L. Thomas, Esq., and Fred G. Kiebort, Esq., appear for the defendant in this case. (See paper filed)

July 21, 1922. Affidavit of defense and counter statement of claim filed, and service accepted by Plaintiffs attorneys.

Aug. 2, 1922. Plaintiffs reply to Defts. counter claim filed, and copy served on Defts. Attorneys.

On Fall Trial List, 1922. No. 14. Nov. 27, 1922, Continued by consent.

On Trial List for 2nd Mon. of Jan. 1923. No. 16 -

Jan. 2, 1923. Continued by consent.

On Trial List for 1st & 4th Mondays of March, 1923. No. 24.

Feb. 26, 1923. Continued by consent.

On Trial List for 4th Monday of Oct. 1923. No. 21

Oct. , 1923. Continued by consent.

On Trial List for 1st Monday of Jan. 1924. No. 17.

Jan. 7, 1924. Continued by consent.

On Trial List for 1st Monday of March, 1924. No. 16.

Feb. 25, 1924. Continued on application of plaintiff. Per Curiam.

On Trial List for 1st Monday of March, 1925. No. 5.

March 4, 1925. Jury selected and sworn.

Same day, Plaintiff offering no evidence, on motion of defendants counsel, a compulsory non suit is directed, with leave to make a motion to take it off and assign reasons therefor within such time as is allowed by law and the Rules of Court. Per Curiam.

St. p. 234. Judgment
R. L. Greeley, Prothy.

# SEPTEMBER TERM, 1922

Curtis L. Webb
96

Sept 22 1922 Rec'd of Pff by atty Thurlow and 75/100 Dollars Shff and Prothys costs.
V. L. Greeley Pro.

Sept 23 1922 Rec'd of Pro Greeley Five and 90/100 Dollars my costs.
H B Beckstall
Sheriff

✓ Nellie M. Thomas
vs
✓ Norman J. Thomas
Issued July 19, 1922

| | |
|---|---|
| Jdt & writ (Atty fee) | $ 2.00 |
| Shff, Beckstall | 5.90 |
| J. P. Eckels, Master | 25.00 |
| Pro Greeley | 7.85 |
| Atty | 3.00 |

Subpoena in Divorce and for custody of Wanda Louise Thomas, infant daughter of the parties.

And now, July 18, 1922, Subpoena awarded Returnable first Monday of September next
(Signed) Thos J. Prather, P.J.

Subpoena returned:

(a) Aug. 9, 1922, I hereby deputize the Sheriff of Lawrence County to serve the within subpoena in divorce H B Beckstall, Shff

(b) Now, Aug. 10, 1922, Served the within subpoena in Divorce on Norman J. Thomas, the respondent, by handing to him personally a true and attested copy thereof and making known to him the contents. So answers, William G. Andrews, (See affidavit of service on sub.) Sheriff.

And now, Sept. 5, 1922, J. P. Eckels, Esq. is appointed Master in above case.
(See paper filed) By Hon. Thos. J. Prather, P.J.

Com. issued.

Sept 15, 1922 Testimony on part of Libellant and Report of Master filed.

On Argument List for Sept. Term, 1922, No. 42

Oct. 19, 1922, After due consideration, a divorce is decreed as prayed, at the cost of respondent; and the custody of Wanda Louise Thomas is awarded to libellant. Per Curiam.

Decree:— And now, to wit, Oct. 19, 19.D2 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 M. Thomas be divorced, and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Nellie M. Thomas, the libellant, and the said Norman J. Thomas, the respondent.

And 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.

And it is further ordered that the custody of Wanda Louise Thomas, infant daughter of libellant and respondent, be and the same is hereby awarded to the said Nellie M. Thomas, the libellant.

(See paper filed). Per Curiam.

# SEPTEMBER TERM, 1922

| | | |
|---|---|---|
| Arthur L Bates<br>97<br>O Blare Kent | Blarence Bennett<br>vs<br>Barni Brown Bennett<br>Issued, July 19, 1922<br><br>Tax writ (Plff paid) # 2.00<br>Shff Critchall 6.90<br>Pro Speeley, | Subpoena in Divorce<br>And now, July 19, 1922, subpoena awarded, Returnable to first Monday of Sept. next.<br>(Signed) Thos. J. Prather, P.J.<br>Return by the Sheriff of Lawrence County, Penna:<br>Now, July 27, 1922, Served the within subpoena in divorce on Barni Brown Bennett, the respondent, by handing to her personally a true and attested copy thereof and making known to her the contents. So answers<br>William G. Andrews, Sheriff<br>Sept. 1, 1922, O. Blare Kent, Esq., appears for the respondent. (See paper filed)<br>And now, Sept. 5, 1922, On motion in open Court, on part of respondent, a rule is hereby granted upon the said libellant to show cause why an order should not be made for alimony pendente lite and for counsel fees; returnable to the 4th Monday of Sept., 1922, at 10 o'clock A.M.<br>(See paper filed)<br>Per Curiam |

# SEPTEMBER TERM, 1922

| | | |
|---|---|---|
| McClintock & McClintock<br>Union City, Pa.<br>98 | Stella Mae McIntyre<br>vs.<br>Mark b. McIntyre<br>Issued July 19, 1922<br><br>Tax & writ (Attys paid) # 2.00<br>Shff. Butchall 1.85<br>Shff. Butchall on alias 1.85 | Subpoena in Divorce<br>And now July 19, 1922, subpoena awarded as prayed for, returnable to First Monday of September, 1922<br>(Signed) Thos. J. Prather, P.J.<br>Subpoena returned: Sept. 4, 1922. The within named Mark b. McIntyre is not found in my bailiwick.<br>So answers, A.B. Butchall, Shff.<br>Sept. 4, 1922. Alias subpoena in divorce issued returnable to first Monday of Nov. next.<br>Alias subpoena returned: Nov. 6, 1922, The within named Mark b. McIntyre not found in my bailiwick.<br>So answers A.B. Butchall, Sheriff. |

# SEPTEMBER TERM, 1922

Herbert B Thomas Rochester Pa
Albert L Thomas
Fred C Kiebert
99
C. Victor Jamison
Atest Aug 7 1922
W. L. Greeley, Prs

Dora Burch
vs
Gertrude Reynolds
Issued July 21, 1922

| | | |
|---|---|---|
| Tax + writ | 1-24-2# Paid | 2.00 |
| Sheriff Britshall | | 7.20 |
| Pro. Greeley | | 6.25 |
| atty | | 3.00 |

Capias ad Respondendum in Trespass. Returnable to the first Monday of August next. Bail required in the sum of $2000.00.

July 21, 1922. Affidavit to hold to bail filed.

And now July 21, 1922 upon presentation of the within affidavit, the defendant Gertrude Reynolds, is required to furnish bail in the sum of $2,000.00. (Signed) Thos. J. Brather, P. J.

Writ returned: Served the within Capias on the within named Gertrude Reynolds on July 22, 1922, at 9 o'clock A. M., at Tamaqua Cottage, Exposition Park, Crawford County, Pa., by handing to her a true and attested copy of the within Capias, and making contents of same known to her. The within named defendant, Gertrude Reynolds gave bail for her appearance to court for the first Monday of Aug. 1922. Bail bond herewith attached. So answers H B Britshall, Shff

Aug. 4, 1922, Bail bond of Gertrude Reynolds, defendant with Ben F. McMurtry and Mary K. McMurtry as bail, dated July 22, 1922, in the penal sum of $2,000.00, returned with the writ and filed. The condition being "that if the said Gertrude Reynolds shall be condemned in the said action at the suit of the plaintiff, he shall satisfy the condemnation money and costs, or surrender herself into the custody of the Sheriff on the First Monday of Aug. 1922, or in default thereof, that the above bounden ———— will do so for her, then this obligation to be void, otherwise to be and remain in full force and virtue."

Aug. 9, 1922. Plaintiffs statement of claim filed, and service accepted by Defts. Attorney.

And now, Sept. 5, 1922, Upon affidavit of deft. and motion in open court, a rule to show cause why plaintiff, Dora Burch, should not give security for costs of this suit, is hereby granted. Said rule is hereby made returnable the first Monday of October, 1922, at 10 o'clock A.M.; all proceedings stayed in the meantime. Per curiam. (See paper filed)

Sept. 25, 1922, Plaintiffs bond for costs with United States Fidelity and Guaranty Company as surety, in the sum of $500.00, approved by the Court and filed.

On Fall Trial List, 1922, No. 16. Nov. 27, 1922 continued on application of Deft.

On Trial List for 2nd Mon. of Jan. 1923. No. 17.

Jan. 2, 1923. Continued on application of deft. Per Curiam.

Feby 8 1923 Recd of Jeffs atty Thirteen and 45/100 dollars Shff's and Pro fees costs
W. L. Greeley Prs

Feby 8-1923 Rec'd of Greeley Simm $4.25/100 dollars My Costs
H B Britshall
D & P Sheriff

Now Feb. 8, 1923. This case discontinued of record.

A. L. Thomas
F. C. Kiebert
Attys for Plaintiff

# SEPTEMBER TERM, 1922

John O. McClintock
Walter J. McClintock
100

Oct. 14, 1922, Received from Libellant for Atty, #10.25, being Shff. & Pros. costs. D.L. Greeley, Pro.

Oct 14-1922 Rec'd from Per Greeley two #40/100 Dollars Eny Costs
H.B. Cutshall
Sheriff
O.N.P.

✓ Carl L. Sadler
vs
✓ Dorothy H. Sadler
Issued July 24, 1922.

| | | |
|---|---|---|
| Tax & writ (Paid by Lib) | # | 2.00 |
| Shff. Cutshall | | 2.40 |
| Paul Thomas, Master (paid) | | 25.00 |
| Pro. Greeley | | 7.85 |
| Atty | | 3.00 |

Subpoena in Divorce; Returnable to first Monday of September next
And now, July 24, 1922, Subpoena awarded
(Signed) Thos. J. Prather, P.J.

Subpoena returned:
July 29, 1922. The Sheriff deputes Michael F. O'Mara, Constable of 2d Ward, of the City of Erie, Pa, to serve the writ in this case. (See subpoena)

"Served the within Subpoena in Divorce on the respondent personally, on the 29th day of July, 1922, 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 Michael F. O'Mara.
Constable 2d Ward, Erie, Pa

And now, Sept. 5, 1922, On motion in open Court, Paul E. Thomas, Esq. is appointed Master in this case. (See paper filed) Com. issued. By Thos. J. Prather, P.J.

Sept. 15, 1922, Testimony and report of Master filed.
On Argument List for Sept. Term, 1922, No. 43
Oct. 19, 1922, After due consideration, a divorce is decreed as prayed
Per Curiam.

Decree:— And now, to wit, October 19, 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 Carl L. Sadler be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him the said Carl L. Sadler the libellant, and the said Dorothy H. Sadler, the respondent.

And that thereupon all and every the rights, duties 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.

# SEPTEMBER TERM, 1922

John O. McClintock
Walter J. McClintock
101

Blanche Louise O'Neal
vs
Harry O'Neal
Issued July 24, 1922

| | |
|---|---|
| Tax taxed (pd by Lib) | 2.00 |
| Shff. Critchall | 2.85 |
| John Schuler, Master (Lib. pd) | 25.00 |
| Pro. Greeley | 7.85 |
| Atty | 3.00 |

Subpoena in Divorce, Returnable to First Monday of September next
And now, July 24, 1922, 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 5th day of August, 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. Critchall, Sheriff.

And now, Sept. 5, 1922, On motion in open Court, John Schuler, Esq. is appointed Master in this case.
(See paper filed) By Hon. Thos. J. Prather, P.J.
Same day, Commission issued.

Oct. 14, 1922, Received from Libellant per Atty, $10.70, being Sheriffs & Prothys costs
V.L. Greeley, Pro

Oct 14-1922 Rec'd of Pro Greeley Two & 85/100 Dollars my Costs
H.B. Critchall
Sheriff
O.K.

Sept. 14, 1922, Testimony and report of Master filed.
On Argument List for Sept. Term, 1922, No 44
Oct. 19, 1922, After due consideration, a divorce is decreed as prayed, and at cost of respondent. Per Curiam.

Decree – And now, to wit, Oct. 19, 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 Blanche Louise O'Neal be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Blanche Louise O'Neal, the libellant, and the said Harry O'Neal, the respondent.

And that thereupon all and every the rights, duties 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.

# SEPTEMBER TERM, 1922

Donald C Thompson
102

A. L. Squier
vs
Mrs. Theresa Amy
Issued July 24, 1922

| | | # |
|---|---|---|
| Pro. Greeley paid | | 2.00 |
| Shff Leitzhall | | 6.40 |
| Pro. Greeley (pd Sept. 1, 1922) | | 2.50 |
| Atty | | 3.00 |
| Plff. on origl | | 1.25 |

Rec'd $6.40, my costs in this case.
H. B. Leitzhall
Sheriff

Of No. 250 Sept. Term, 1916
Scire Facias to Revive the above Judgment, Returnable to the First Monday of August next. A page 94.
Writ returned: Served the within writ on the within named Theresa Amy, on July 25, 1922, by handing to her a true and attested copy, and making contents of same known to her. So answers, H. B. Leitzhall, Shff.
And now to wit, August 23, 1922, upon praecipe of plaintiffs attorney, judgment is entered in favor of plaintiff and against the defendant, for want of an appearance, and same liquidated at the sum of Two hundred and eleven 5/100 Dollars. (See Rule Dkt. 12, page 570)

Debt # 211.05
Int. from Aug. 23, 1922

A page 94.

Judgment
W. L. Greeley, Pro.

And now, to-wit: September 1, 1922 - having received satisfaction in full of the above judgment, debt, interest, and costs, I direct the Prothonotary to mark the above judgment satisfied of record.

Donald C. Thompson, Atty. for Plff.

# SEPTEMBER TERM, 1922

Otto Kohler
103

O. Clare Kent, 8/4/22
for Mercer Sand Company, Garnishee
Aug. 5, 1922 Writ & Ret'd
August 8. 1922
Received my costs $3.50
from Otto Kohler Atty
H B Blackshall
Sheriff

Overland Meadville Co.
vs.
F X Foreman Def't
Mercer Sand Company, Garnishee
Issued July 27, 1922

| | | |
|---|---|---|
| Jay writ (Atty pd) | # | 2.50 |
| Shff. Butshall | | 3.50 |

Of No 306 May Term, 1922.
Attachment Execution; Returnable to First Monday of August next.
To attach all debts, deposits, goods and chattels, rights and credits of and moneys due, and all stock standing in the name of defendant and summon Mercer Sand Company as garnishee.
Writ returned: Served the within writ on the within named F X Foreman on Aug. 5, 1922, at G W Phillips's office in the City of Meadville, Pa., by handing to him a true and attested copy of the within writ, and making contents known to him. Also, served the within writ on the Mercer sand company, by handing to O. Clare Kent president of said company at the Court-house, in the City of Meadville, Pa., a true and attested copy of the within writ, and making contents of same known to him, on July 27, 1922. So answers H B. Butshall, Sheriff.
Now. Aug. 8. 1922, the Judgment on which this writ issued having been satisfied this cause is hereby discontinued.
Otto Kohler Atty for Plff.

# SEPTEMBER TERM, 1922

Arthur R. Thompson
104
W. J. Diederan
July 31 1922
Writ Rec

James J. Moriarty
vs.
Wilda Z. Moriarty
Issued, July 27, 1922
8-2-22 $
Tax & writ paid 2.00
Shff. Kutshall 9.20
Pro. Speeley,

Subpoena in Divorce

And now, July 27, 1922, Subpoena awarded; Returnable the First Monday of September, 1922.

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

Subpoena returned: Served the within subpoena in Divorce on the Respondent personally on the 28th day of July, 1922, 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 H. B. Kutshall, Sheriff.

Sur petition of defendant:

And now, July 31, 1922, the foregoing petition having been duly presented and considered, it is ordered that the said James J. Moriarty show cause on the Second Monday of Sept. 1922, why he should not pay a reasonable sum for the support of his said wife and child and as and for counsel fees herein. All proceedings stayed in the meantime. (See papers filed) Rule Issued.

Per Curiam

# SEPTEMBER TERM, 1922

Leland J. Culbertson
105

Sept 29 1922 Rec'd of Aff'y atty Fourteen and 80/100 Dollars Shff & Prothys Costs
V. L. Greeley Pro

Sept. 29. 1922
Received $6.95 my costs from Pro Greeley.
H B Britshall
Sheriff

Hazel M. Miller
vs.
Harry F. Miller
Issued July 28, 1922

| | |
|---|---|
| Jay Twit (paid by Sh'ff) | 2.00 |
| Shff Britshall | 6.95 |
| J. D. Roberts, master (paid) | 25.00 |
| Pro. Greeley, | 7.85 |
| Atty | 3.00 |

Subpoena in Divorce and for the custody of Martha Miller, daughter of the parties.

And now, July 28, 1922, Subpoena awarded, Returnable to first Monday of September, 1922.

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

Subpoena returned: Served the within writ on the within named Harry F. Miller on July 29, 1922, at the Western Penetentiary in Allegheny City, County of Allegheny, State of Pennsylvania, by handing to him a true and attested copy of the within writ, and making contents of same known to him.

So answers H. B. Britshall, Shff.

And now, Sept. 5, 1922, On motion in open court, J. D. Roberts, Esq. is appointed Master in this case. By Hon. Thos. J. Brather, P. J. (See paper filed) Commission issued.

Sept. 15, 1922. Testimony and report of Master filed.

On Argument List for Sept. Term, 1922, No. 45

Oct. 19, 1922, After due consideration, a divorce is decreed as prayed, and at cost of respondent; and the custody of the child Martha is awarded to libellant. Per Curiam.

Decree:—And now, to wit; Oct. 19, 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. Miller be divorced, and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Hazel M. Miller, the libellant, and the said Harry F. 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.

And it is further ordered that the custody of the child of said parties, to wit, Martha Miller, be and the same is hereby awarded to the said Hazel M. Miller, the libellant.

(See paper filed.) Per Curiam.

# SEPTEMBER TERM, 1922

Otto Kohler

106

Standard Sewing Machine Co.

vs.

A. A. Graff

Issued July 31, 1922.

| | | |
|---|---|---|
| Tax + writ (paid by atty) | | 2.00 |
| Shff Leutshall | | 7.50 |
| Pro. Greeley 2-26-25 | paid | 2.50 |
| Atty | | 3.00 |

Summons in Assumpsit; Returnable to First Monday of Sept. next.

July 31, 1922, Statement of Claim filed and copy certified to Sheriff.

Writ returned: Served the within summons and plaintiffs statement of claim on the within named A. A. Graff, on Aug. 1, 1922, by handing to him a true and attested copy of each, and making contents of same known to him.

So answers H. B. Leutshall, Shff

And now, Sept. 9, 1922 Upon praecipe of plaintiffs attorney, judgment is entered against A. A. Graff defendant, for want of an affidavit of defense. And same day, Judgment liquidated at the sum of Seven hundred and seventy-three and 79/100 Dollars, with costs of suit. (See Rule Doc. 12, p. 571)

Debt $773.79

Int. from Sept. 9, 1922.

Judgment

W. L. Greeley, Pro.

G. p. 162.

Fi Fa No 80 Nov Term 1922

Alias Fi Fa No 10 Feby Term 1923

# SEPTEMBER TERM, 1922

John O. McClintock
Walter J McClintock
107

C. A Breakiron
vs
S. M. Allen
Entered July 31, 1922

Pro. Greeley (pd by Dft.) $ 2.25
Atty 3.00

Of No. 343 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 One hundred Sixty and 10/100 Dollars, being the amount of debt, interest and costs now due on the original judgment.

Debt $160.10
Int. from July 28, 1922
Judgment
W. L. Greeley, Pro.

A. page 84.

Sept 25, 1922. Rec'd Sat's pro tanto in pec 7 this judgment, debt, int & costs.
John O. McClintock & Walter J McClintock
Attys for Plff.

# SEPTEMBER TERM, 1922

O blare Kent
108
Albert L Thomas

Neata M. Cook
vs.
Homer K. Cook
Issued July 31, 1922

| | # |
|---|---|
| Jay twirk | 2.00 |
| Shff. Butshall | 4.85 |
| F.B. Rebert, master (paid) | 25.00 |
| Pro. Greeley | 7.85 |
| Atty. | 3.00 |

Subpoena in Divorce

And now July 31, 1922 Subpoena awarded, Returnable to the first Monday of September next.
(Signed) Thos. J. Grather P.J.

Writ returned: Served the within Subpoena in Divorce on the Respondent personally, on the ninth 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 W.B. Butshall, Shff

Aug 22, 1922, Albert L. Thomas, Esq. appears for the respondent Homer K. Cook, in the above stated case. (See paper filed)

And now, Nov. 6, 1922, On motion in open Court, Fred B. Rebert, Esq. is appointed Master in this case. By Hon. Thos. J. Grather P.J. (See paper filed) Dom. issued.

And now Dec. 18, 1923, On motion in open Court, leave granted Albert L. Thomas, Esq., to withdraw his appearance for the respondent. Per Curiam (See paper filed)

January 4, 1923. Testimony and report of Master filed.

On Argt. List for Feb. Tr. 1923 No. 15

March 5, 1923. After due consideration, a divorce is decreed as prayed and at cost of respondent. Per Curiam.

Decree. And now, to wit March 5, 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 Neata M. Cook be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Neata M. Cook the Libellant, and the said Homer K. Cook 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 & 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

Feb. 3, 1923. Received from Libellant, per Atty, $17.70 being Jay twirt $2.00, Pro. Greeley since $7.85, and Shff. Butshall $4.85.
V. L. Greeley, Pro

Feb. 5 1923 Received $4.85 My costs from Pro. Greeley
W.B. Butshall
Sheriff

# SEPTEMBER TERM, 1922

Albert L Thomas
109

Sept 7 1922 Recd of Deff by atty Thurlein $2 and 75/100 Dollars Pltff & Prothys costs
W. L. Greeley Pro

Sept 7 1922 Recd of Pro Greeley Five and 90/100 Dollars my costs
H B Cutchall
Sheriff Per O.P.H.

Bessie A. McBaslin
vs
Milton L McBaslin
Issued July 31, 1922

| | |
|---|---|
| Jay Irwin (Pd by Atty Aug 1, 1922) # | 2.00 |
| Shff Cutchall | 5.90 |
| Master (paid) | 25.00 |
| Pro Greeley | 7.85 |
| atty | 3.00 |

Subpoena in Divorce and for custody of Louis Francis McBaslin, minor child of the parties.

And now, July 31, 1922 subpoena awarded, returnable to first Monday of September next.

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

Writ returned: (a) Aug. 15, 1922, I hereby deputize the Sheriff of Lawrence County, Pa. to serve this subpoena in divorce.

H B. Cutchall, Sheriff.

(b) Now, Aug. 21, 1922, Served the within subpoena in divorce on Milton L. McBaslin the respondent, by handing to him a true and attested copy thereof and making known the contents.

So answers William G. Andrews,
Sheriff of Lawrence Co. Pa

Sept. 6, 1922. W. W. Henderson, Esqr. is appointed Master. By Hon. Thos. J. Grather, P.J. (See paper filed)

Sept. 11, 1922. Testimony and report of Master filed.

On Argument List for Sept. Term, 1922, No. 46.

Oct. 19, 1922, After due consideration, a divorce is decreed as prayed, and at the cost of respondent; and the custody of the child Louis Francis McBaslin, is awarded to libellant

Per Curiam.

Decree:- And now, to-wit, Oct. 19, 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 Bessie A. McCaslin be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Bessie A. McCaslin, the libellant, and the said Milton L. McCaslin, the respondent.

And that thereupon all and every the rights, duties 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, Louis Francis McCaslin, be and the same is hereby awarded to the said Bessie A. McCaslin, the libellant.

(See paper filed) Per Curiam.

W. J. Birdsman
110

Sept 13 1922 Recd of Plff by atty Sixteen and 20/100 Dollars Shff & Prothy Costs
U. L. Greeley Pro

Sept. 13 1922 Received from Pro. Greely $8.35 my costs
H. B. Kutshall
Sheriff

Richard Harman Westfall
vs.
Hazel Gertrude Westfall
Issued July 31, 1922

| | $ |
|---|---|
| Tax & writ (Adv. 2 cases) | 2.00 |
| Shff. Kutshall | 8.35 |
| Master A.R.T. paid | 25.00 |
| Pro. Greely | 7.85 |
| atty | 3.00 |

Subpoena in Divorce

And now, July 31, 1922, Subpoena awarded, returnable the first Monday of Sept. 1922.
(Signed) Thos. J. Grather, P.J.

Subpoena returned: Served the within subpoena in divorce on the respondent personally on the second day of August, 1922, 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 H. B. Kutshall, Sheriff.

And now, Sept. 5, 1922, On motion in open Court, Arthur R. Thompson, Esqr. is appointed Master in this case, to take testimony of libellant & his witnesses and make report to the Court.
(See paper filed) By Hon. Thos. J. Grather, P.J.

Sept. 12, 1922, Testimony and report of Master filed.
On Argument List for Sept. Term, 1922. No. 149.
Oct. 19, 1922. After due consideration, a divorce is decreed as prayed. Per Curiam.

Decree:— And now, to-wit, Oct. 19, 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 Richard Harman Westfall be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him, the said Richard Harman Westfall, the libellant, and the said Hazel Gertrude Westfall, 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.

# SEPTEMBER TERM, 1922

| | | |
|---|---|---|
| Albert L Thomas<br><br>111 | Petition of Frank Walp<br>for<br>Appointment of Viewers to Assess Damages for the taking of his land in Woodcock Township for Right of Way for the Northwestern Pennsylvania Railway Company<br>Entered July 31, 1922<br><br>Pro. Greeley # 3.00 | July 31, 1922, Petition presented in open Court and filed.<br>And now, July 31, 1922, upon presentation of the within petition, J. A. Northam, R. L. Gordon and Blair Frantz are hereby appointed Viewers as prayed for.<br>(Signed) Thos. J. Grather, P.J.<br>Same day, Order issued to Viewers.<br>Sept. 11, 1922, Report of viewers filed in open Court and confirmed nisi; awarding as follows:<br>"From the testimony produced, and from a view of the premises, we are of the opinion that the said Frank Walp has sustained damages to the amount of Five Hundred and Fifty Dollars, and we do accordingly assess the same at that sum." (See report filed)<br>Corp. Pr. |

Donald C. Thompson,

112

George C. Marsh and Effie E. Marsh

vs.

Throop Barney, Melancthon Wheeler, Melancthon Haskins, Eliza Ferguson, Uretta Lyon, Vesta Ann Lyon, Susan Lyon, Hulda Lyon, Oliver Lyon, Catherine Lyon, Norah Lyon, Melissa Lyon, Henry Wykoff, and all other parties unknown, heirs at law of Lonson Lyon, deceased, or of John Haskins, deceased, and all other persons claiming by, through or under them.

Entered July 31, 1922.

| | # |
|---|---|
| Geo. Greeley, (paid Aug. 11/22) | 5.00 |
| Shff. Cutshall, - paid - | 5.75 |
| Walter J. McClinton, Jr. atty. | 35.00 |

Received from Donald C. Thompson, Esq., Thirty five no/100 Dollars, fourteen fee in the within case -

Walter J. McClintock -

Rule to bring Ejectment within six months, for a piece of land in Steuben Township, containing 120 acres, Being the east half of Tract No. 1328 in the 7th District of Donation Lands, Excepting a parcel of 10 acres reserved, (See description at length in petition filed.

And now, to wit, July 31, 1922, upon hearing the within petition, and after investigation and testimony taken, upon due proof of the allegations set forth in said petition having been made to the satisfaction of the Court, a rule is hereby granted upon the said Throop Barney, Melancthon Wheeler, Melancthon Haskins, Eliza Ferguson, Uretta Lyon, Vesta Ann Lyon, Susan Lyon, Hulda Lyon, Oliver Lyon, Catherine Lyon, Norah Lyon, Melissa Lyon, Henry or Harry Wykoff, and all other parties unknown, heirs at law of Lonson Lyon or of John Haskins, both deceased and upon all other persons claiming the within described real estate, by, through or under them, but not having been in possession thereof for a period of twenty-one years next preceding the date of this application and order, to bring his, her or their action of ejectment for the recovery of the within described premises, within six months from the date of the service of this rule upon them, or any of them, or show cause why the same cannot be brought; Returnable to the first Monday of October next. And it is further ordered and decreed, that the service of said rule may be made upon the parties respondent by publication in the Spartansburg Sentinal, a newspaper of general circulation in the County of Crawford, once a week for six successive weeks, which advertisement or notice shall contain the names of the parties to this proceeding with a condensed statement of the contents of the petition, and a description of the real estate, in conformity with the provisions of the said Act of April 18, 1905, and Supplements. Per Curiam. (See petition filed.

July 31, 1922, Rule issued.

Rule ret'd: None of respondents could be found in my bailiwick. "I have caused publication to be duly made, once a week for six successive weeks, in the Spartansburg Sentinel, a newspaper of general circulation within the said County of Crawford, as will appear by the proof of said publication hereto attached and made a part of this return." So answers R.B. Cutshall, Shff.

And now, to wit, October 16, 1922. It appearing by the return of the Sheriff at the above stated number and term, duly exhibited to the Court, that none of the respondents in the above entitled action have been found in his bailiwick and that in accordance with the prior order of this Court, the said Sheriff has caused due public notice

Continued on page 580.

113

In Memoriam

Lewis Henry Lauderbaugh, a Member of the Bar of Crawford County.

Entered July 31, 1922.

Pro. Greeley, 3.00

And now, July 31, 1922. The Memorial prepared by the Committe of the Bar was presented to the Court by J. W. Smith, Esq., of the Committee, and after addresses by several members of the Bar, the same was ordered by the Court to be spread at length upon the record, and a copy furnished to the family of the deceased.

Report of Committee.

Lewis Henry Lauderbaugh was born in Fairfield Township, this county, on July 8th, 1850, and died July 1st, 1922. He came of sturdy German Stock, and was reared to live by honest toil. He left home at the age of fourteen, and apprenticed as a tailor. He followed this calling for a few years; when he sought to better his condition in life by a more thorough education. He entered Allegheny College and was graduated in 1876. He read law in office of Judge Henderson, and was admitted to the Bar September 27, 1881. He supported himself while a student in college, and also while reading law, by working at his trade as a tailor. In politics he was a Democrat, and he was ever loyal to his party.

He served a term or more as City Clerk, and a term as Justice of the Peace. He was a modest man and sought to serve his clients by keeping them out of Court as far as possible. By diligent application to his profession, and by absolute integrity and fair dealing, he secured a fair clientele of persons who trusted him to loan their money, to write their wills, and to do their legal business. In 1911, he was elected County Treasurer and served acceptably for one term. He had the German habit of economy and from rather meager earnings he accumulated a comfortable fortune.

He was a member of St Paul's Reformed Church, generous in his contributions to all benevolent purposes, and often served as delegate to Classis and Synod. He was also active in the order of Odd Fellows and attended many of their delegate conventions. His removal is a distinct loss to the bar and to a large circle of friends. It is proper also to say that he left no enemies, and it is believed that no one can arise to say that Mr. Lauderbaugh ever wronged or defrauded him. It were well if so much could be said at the obsequies of every member of the legal profession.

J. W. Smith
Wesley B. Best
John O. McClintock } Committe.

(See paper filed)

# SEPTEMBER TERM, 1922

Arthur L. Bates

vs.

Otis Astor 114 for garnishee

Aetna Life Insurance Company

vs.

F. O. Danner, Deft & Meadville Theatres Corporation

Garnishee.

Issued Aug. 1, 1922.

| | |
|---|---|
| Jay & writ (atty fee) | # 2.50 |
| Shff. Buttshall | 4.50 |

Of No. 171 May Term, 1922

Attachment Execution; Returnable to the first Monday of Sept. 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 Meadville Theatres Corporation, and summon them as Garnishee.

Writ returned: Served the within writ on Meadville Theatres Corporation as Garnishee, by handing a true and attested copy of the writ to L. L. Lord, Sr. August 2, 1922, and making contents of same known to him. Nihil habet as to F. O. Danner. So answers

H. B. Buttshall, Shff.

# SEPTEMBER TERM, 1922

Roy S. Peters
115

Sept 29 1922 Rec'd of Pff's atty Six and 40/100 Dollars Shff & Prothy costs
U. L. Greeley Pro

Sept 29 1922 Rec'd of Pro Greeley Five and 40/100 Dollars my costs
H B Kentshall
Sheriff

Edwin Gilpin Qui
vs
Mrs. Emma Werling
Issued Aug. 1, 1922

| | | $ |
|---|---|---|
| Tax & writ (atty fd) | | 2.00 |
| Shff. Kentshall | | 5.40 |
| Pro | | 1.00 |
| atty | | 3.00 |

Summons in Assumpsit, Returnable to First Monday of September next.

Writ returned: Served the within summons on the within named Mrs. Emma Werling on Aug 3, 1922, by handing to her a true and attested copy of the within summons and making contents of same known to her

So answers H B Kentshall, Shff

Aug. 14, 1922, Affidavit that plaintiffs claim exceeds $300.00 filed.

Aug. 14, 1922, Statement of claim filed.

"Aug. 15, 1922, Served plaintiffs statement of claim on Mrs. Emma Werling, by handing to her a true and attested copy of the same, and making contents of same known to her."

So answers H B Kentshall, Shff.

Sept 29, 1922. The above case, having been settled and the costs paid, the same is hereby discontinued of record, and the Prothy is hereby directed to mark the same accordingly.

Roy S Peters Atty for Pff.

# SEPTEMBER TERM, 1922

Albert L Thomas
Fred b Kiebort
116

Sept. 12, 1922, Received from Plffs. Attys, $6.00, being Sheriffs and Pros. Costs. W.L. Greeley, Pro.

Sept 13 1922
Received from Pro. Greeley 5.50 my costs
H B Batchelder
Sheriff

Elizabeth Mason
vs.
Emmett Mason
Issued August 1, 1922

| | # |
|---|---|
| Jay twist (Plff. pd) | 2.00 |
| Shff. Batchelder | 5.50 |
| Pro. Greeley | .50 |

Replevin for one brown mare mule of the value of $175.00, Returnable to the first Monday of Sept. next.

Aug. 1, 1922, Affidavit as to value of property filed.

Aug. 1, 1922, Bond of Plff. with Emma b. Smith as surety, in the sum of $350.00 approved and filed.

Aug. 1, 1922, Plaintiffs Statement of claim filed.

Writ returned: Served the within writ on the within named Emmett Mason, August 3, 1922, at 10:20 A.M., by handing to him a true and attested copy of the writ, and making contents of same known to him. The defendant having failed to file the required bond, with the Sheriff, the property described within was delivered to the plaintiff. So answers H.B. Batchelder, Sheriff

# SEPTEMBER TERM, 1922

| | | |
|---|---|---|
| 117 | E. E. Shrewsbury<br>vs.<br>W. L. Kimbrough<br>Entered Aug. 2, 1922<br><br>Tax & entry fee paid by Dft. 8/24/22 $ 1.50<br>Costs on Appeal ($1.50 paid by Dft) 5.05 | Appeal by Dft. from Judgment of Peter B. Starr, Alderman. |

John Schuler
118

L. F. Smith
vs.
Harry J. Onspaugh,
Owner or reputed owner
and Contractor.
Issued Aug. 3, 1922

| | | |
|---|---|---|
| Jas. Writ | (See to Doc. # Pd. 11/17/22) | 2.25 |
| Shff. Cutshall | | 5.40 |
| Pro. Greeley | Pd. | 2.50 |
| Pff. on Lien | | 1.50 |
| Atty | | 3.50 |

Dec. 11. 1925 rec'd & Pro Greeley - $3.00 docket fee in this case John Schuler

Of No. 1 May Term, 1922, Mech. Lien Doc.
Scire Facias Sur Mechanics Lien filed March 15, 1922, and entered in Mechanics Lien Docket No. 5, page 552; Returnable to first Monday of September next

Writ returned: Served the within writ on the within named Harry J. Onspaugh, on Aug. 3, 1922 by handing to him a true and attested copy of the writ, and making contents of same known to him. So answers H. B. Cutshall, Sheriff.

And now, October 2, 1922, On motion of plaintiffs Attorney, judgment is entered in this case against the defendant for want of an appearance and want of an avst of defense, and liquidated at the sum of Four hundred two Dollars and Forty-three cents. (See Rule Doc. 12, page 574)

Debt $402.43
Int. from Oct. 2, 1922.

Judgment
V. L. Greeley, Prothy.

Opage 77.

Lev. Fac. to No. 14 Feb. Term, 1923

Dec 11 1925- Recd satisfaction in full debt interest and costs on above judgment

Mrs Catherine Smith
with assignment of this claim from
Security Trust Co Administrator of
Louis F. Smith, dec'd

# SEPTEMBER TERM, 1922

| | | |
|---|---|---|
| Otto Kohler<br><br>1.19<br><br>May 14, 1928, Recd from Pl'ffs. Atty $5.00 being Sheriff's Pros costs & sat.<br>V.L. Greeley, Pro.<br><br>May 16 1928 Received $2.60 my costs from Pro. Greeley<br>H.B. Southall | Kokomo Rubber Company<br>vs.<br>J.W. Hunter and F.X. Foreman, doing business as Hunter & Foreman<br>Issued Aug. 7, 1922,<br><br>Tax & writ (pd by Atty) $ 2.00<br>Shff. Southall 2.60<br>Pro. Greeley 2.50<br>Atty 3.00 | Summons in Assumpsit, Returnable to first Monday of September next<br>Aug. 7, 1922, Statement of claim filed and copy served on def't Foreman (See affidavit on Statement)<br>Writ returned: Served the within writ on the within named F.X. Foreman, August 7, 1922, by handing to him, a true and attested copy of the writ, and making contents of same known to him. Nihil habet as to J.W. Hunter.<br>So answers, H.B. Southall, Shff<br>And now, Sept. 9, 1922, upon praecipe of plaintiffs attorney, judgment is entered against F.X. Foreman and Hunter & Foreman, the copartnership, defendants, for want of an affidavit of defense, and judgment liquidated at the sum of Four hundred eighty-two and 67/100 Dollars, with costs of suit (See Rule Dock 12, page 571)<br>Debt $ 482.67<br>Int. from Sept. 9, 1922.<br>Judgment<br>V. L. Greeley, Pro<br><br>J.f.126; Firm ps 114.<br><br>Now, May 14, 1928 this Judgment paid by check of D.C. Thompson Esq., and hereby satisfied.<br>Otto Kohler Atty |

# SEPTEMBER TERM, 1922

Wesley B. Best
120

Feby 16, 1923. Def't by atty nineteen and 80/100 Dollars Sh'ff & Pro'thys Costs
V. L. Greeley Pro

Feb. 14. 1923 Received from Pro. Greeley $9.95 My costs
H B Kutshall Sheriff

Clayton S. Fuller
vs
Fern Fuller
Issued Aug. 8, 1922

| | $ |
|---|---|
| Tay & writ (atty pd) | 2.00 |
| Shff Kutshall | 1.85 |
| Shff Kutshall on alias | 1.85 |
| Shff Kutshall on proc. | 6.25 |
| A L Knapp, Master (Board by atty) | 25.00 |
| Pro Greeley | 9.85 |
| atty | 3.00 |

Subpoena in Divorce, Returnable to Second Monday of September next.
And now, Aug. 5, 1922, subpoena awarded. (Signed) Thos. J. Brather, P.J.
Subpoena retd: Sept. 11, 1922. The within named Fuller not found in my bailiwick.
So answers H B Kutshall, Sheriff.
Sept. 18, 1922. Alias subpoena in divorce issued, returnable to first Monday of Nov. next.
Alias subpoena returned: Nov. 6, 1922. The within named Fern Fuller not found in my bailiwick. So answers H B Kutshall, Shff.
Nov. 17, 1922. Order issued for publication of Sheriff's proclamation, returnable the first Monday of January next.
And now, Jan. 1, 1923. 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, H. B. Kutshall, Sheriff.
And now, January 2, 1923, On motion in open Court, Arthur L. Knapp, Esq., is appointed Master in this case, to take testimony on part of Libellant and make report thereon to the Court.
(See paper filed) Com. issued. By Hon. Thos. J. Brather, P.J.
Feb. 1, 1923. Testimony and report of Master filed.
On Arg't List for Feb. Tr. 1923, No. 16
March 5, 1923. After due consideration, a divorce is decreed as prayed.
Per Curiam.

Divorce: And now, to wit, March 5, 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 Clayton S. Fuller be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him the said Clayton S. Fuller, the Libellant, and the said Fern Fuller, 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.

# SEPTEMBER TERM, 1922

Thomas & Thomas
121

E. J. Midot
vs
A. F. Gage
Entered Aug. 8, 1922

Pro. Greeley (pd by Deft) $ 2.25
Original Costs
Todd Sentry, Mondereau pd, 2.50
Atty Mondereau 6.00

May 29, 1925 Recd from Thomas & Thomas Pfts atty's $8.75, being unpaid costs & Sat.
V. L. Greeley Pro.

Of No. 275 & 276 May 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 deft with all the waivers and conditions contained in the original judgment note, for the sum of Two hundred Dollars, being the amount of debt now due on the original judgment.

Debt $ 200.00
Int. from Aug. 8, 1922
Judgment
V. L. Greeley, Pro.

G. J. p. 142.

May 29, 1925 we hereby direct this judgment to be Satisfied of record, together with Satisfaction of origines
Thomas & Thomas
Attorneys for Plaintiffs

Thomas + Thomas

122

Crawford County Trust Company, assignee of the Commonwealth Bank, Meadville, Pa., who was the assignee of Grant W. Brock and Eva M. Brock, his wife.

vs.

Andrew J. Marsh, mortgagor, and Nancy J. Mondereau, Executrix of the last will and testament of Isaac Mondereau, deceased, Nancy J. Mondereau, Widow, Harvey J. Mondereau, LeRoy Mondereau, Pearl Mondereau First, Lorena Mondereau, and Nancy J. Mondereau, Guardian of Lorena Mondereau, heirs and devisees of Isaac Mondereau, deceased, real owners, and Mary Marsh, terre tenant.

Issued August 8, 1922.

| | |
|---|---|
| Tax + writ (paid by Plff) | 2.25 |
| Rec. Boswell | .50 |
| Shff Kutshall | 14.35 |
| Shff Kutshall on alias | 2.80 |
| Pro. Greeley, | 3.50 |
| Atty | 3.00 |

Sci Fa. sur Mortgage recorded in Mortgage Book 83, page 322,

Returnable to next term.

Aug. 8, 1922, Affidavit as to title to land filed

Writ returned: Served the within Sci. Fa. sur mortgage upon Nancy J. Mondereau, LeRoy Mondereau, Harvey J. Mondereau, Pearl Mondereau First, and on Nancy J. Mondereau as guardian of Lorena Mondereau, on Aug. 16, 1922, at the Mondereau residence corner of Diamond Square and Walnut Street, in the City of Meadville, Pa., by handing to each of them a true and attested copy of the within Sci. Fa. sur mortgage, and making contents of same known to them. Nihil habet as to Andrew J. Marsh and Mary Marsh, not found in my bailiwick. Posted a true and attested copy of the within Sci Fa. sur Mortgage on the within described premises on Aug. 18, 1922

So answers, H.B. Kutshall, Sheriff

Sept. 12, 1922. Alias Sci. Fa. issued as to Andrew J. Marsh and Mary Marsh, returnable to next term.

Alias writ returned: Nov. 13, 1922, Nihil habet as to Andrew J. Marsh and Mary Marsh, — not found in my bailiwick

So answers, H.B. Kutshall, Sheriff.

Now, December 22, 1922- On motion of plaintiffs attorneys, judgment is entered in favor of plaintiff and against the defendants for want of an appearance and for want of an affidavit of defense, and liquidated at the sum of Nine Hundred seventy-one and 20/100 Dollars, with costs.

(See Rule Doc. 12, page 577)

Debt $971.20

Int. from Dec 22, 1922

Judgment

V.A. Greeley, Prothy.

M. page 122, 127, 242, 240, 111, 228 F. page 140.

Lev. Fac. to No. 43 Feb. Term, 1923.

# SEPTEMBER TERM, 1922

| | | |
|---|---|---|
| Thomas & Thomas | Crawford County Trust Company, assignee of the Commonwealth Bank, Meadville, Pa., vs. L. D. Corey, Mortgagor, and J. Berry Eckels and G. G. Fish, assignees in trust for the benefit of creditors of L. D. Corey, real owners. Issued August 8, 1922 | Scire Facias sur Mortgage recorded in Mortgage Book No. 86, page 107; Returnable to next term. Aug. 8, 1922 Affidavit as to title to land filed. |
| 123 | | Writ returned: Served the within writ on the within named J. Berry Eckels and G. G. Fish, assignees, on Aug. 16, 1922, at Bonneauville, Pa., by handing to each of them a true and attested copy of the writ, and making contents of same known to them. Served a true and attested copy of the writ on Walter B. Whitesell, Terre Tenant on Sept. 2, 1922, by handing to him a true and attested copy of the writ and making contents of same known to him. Nihil habet as to L. D. Corey. So answers H. B. Kuhlshall, Shff. |

| | |
|---|---|
| Tax & writ (Pffs. paid) | 2.25 |
| Rec. Boswell | .50 |
| Shff. Kuhlshall | 12.60 |
| Shff. Kuhlshall on al. | 2.40 |
| Pro. Greeley, | 2.00 |
| Atty | 3.00 |

Sept. 12, 1922, Alias Sci. Fa. issued as to L. D. Corey, returnable to next term.

Alias writ returned: Nov. 13, 1922, Nihil habet as to L. D. Corey, - not found in my bailiwick.

So answers, H. B. Kuhlshall, Sheriff.

~~Now, December 22, 1922, On motion of plaintiff's attorneys, judgment is entered in favor of plaintiff and against the defendants, for want of an~~ This entry an error: See preceding case.

Jan. 25, 1927
Received $15.00 in full of costs from Crawford Trust Co.
H. B. Kuhlshall

# SEPTEMBER TERM, 1922

J. A. Bolard
124

Anna Klacka
vs
Frank Klacka
Issued, Aug. 9, 1922

Tax & writ (atty fd) 2.00
F. C. Bolard on Sub (paid by atty) 2.00
Aug. Delp, Master (paid) 25.00
Geo. Greeley 7.85
Atty 3.00

Nov 16 1922 Recd of Deff by atty Seven and 85/100 Dollars in my costs
V. L. Greeley Pro

Subpoena in Divorce, Returnable to Second Monday of September next.

And now, August 9, 1922 Subpoena awarded Returnable Second Monday of Sept. next. (Signed) Thos. J. Prather, P. J.

Subpoena returned: "Served the within subpoena upon Frank Klacka, the within named defendant, this day, by producing same to him and making known the contents thereof to him, and by handing him a true and exact copy thereof" (Signed) F. C. Bolard

(See affidavit on Subpoena)

And now, Sept. 14, 1922, On motion in open Court August Delp, Esq. is appointed Master in this case.

(See paper filed) By Hon. Thos. J. Prather, P. J.

Same day, Commission issued.

Nov. 16-1922. Rec'd of Bo. [illegible] atty fee $3.00
J. A. Bolard atty

Nov. 14, 1922. Testimony and report of Master filed.

On Argument List for Nov. Term, 1922, No. 19

Dec. 18, 1922. After due consideration a divorce is decreed as prayed, and at cost of respondent. Per Curiam.

Decree:- And now, to-wit, Dec. 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 Anna Klacka be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Anna Klacka, the libellant, and the said Frank Klacka, 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.

# SEPTEMBER TERM, 1922

125

O. Blare Kent

March 27, 1925 Rec'd of Deft Two and 95/100 Dollars as cost
V. L. Greeley, Pro

Harry Mitchell
vs
J. W. Harrison
Entered August 11, 1922

| # | | |
|---|---|---|
| Jay & entry | | 1.50 |
| Costs on Trans (paid by Deft.) | | 2.27 |
| Pro. Greeley | | 1.25 |
| Atty | | 3.00 |

Appeal by Deft from Judgment of A. J. Moses, Justice of the Peace.

Now, May 12, 1924, it appearing that no declaration or statement of claim has been filed in the above stated case and that more than fifteen months from the first day of the term to which said appeal was filed having elapsed, upon motion of O. Blare Kent, Esq. pro defendant it is hereby ordered that judgment of Non pros. be entered in said case.

(See paper filed) Per Curiam.
M. D. 253.

Judgment
V. L. Greeley, Prothy

March 27, 1925 Received satisfaction in full of this judgment and the prothonotary is hereby authorized to mark same satisfied of record.

O. Blare Kent
Atty. for ~~Plff~~ Deft.

# SEPTEMBER TERM, 1922

| | | |
|---|---|---|
| Albert L. Thomas<br><br>126 | ✓Commonwealth of Pennsylvania, ex rel. William Brannell, by his grandfather and next friend J. B. Crawford<br>vs.<br>✓Mary Ruth Brannell<br>Issued Aug. 16, 1922<br>#<br>Pro. Greeley (-paid) 2.00<br>Shff. Southhall (pd by atty) 3.20<br>Pro. Greeley since (paid Aug. 19/22) .50 | Habeas Corpus for the custody of William Brannell, minor child of Donald E. Brannell and his wife Mary Ruth Brannell, the Respondent.<br>"And now, Aug. 15, 1922, upon consideration of the within petition, writ of Habeas Corpus is directed to be issued as prayed for, returnable to Monday, Aug. 21, 1922, at 10 A.M. Signed Thos. J. Brother, P.J.<br>And now, August 21, 1922, writ returned by order of attorney, Albert L. Thomas, as the case was settled out of court. Sheriffs costs paid by attorney.<br>So answers H.B. Southhall, Shff. |

# SEPTEMBER TERM, 1922

| | | |
|---|---|---|
| B. Lund, Ewing, Remick & Saul, Phila.<br>W. Thomas & Thomas<br>127<br>Cd to W. Benedict | Charles L. Cresson<br>vs<br>J. M. Bloss<br>Issued Aug. 16, 1922<br><br>Tax & writ (pd by F. J. Tait) 2.00<br>Shff Butishall, 10.80 | Summons in Trespass:<br>Returnable to next term.<br>Writ returned: Served the within summons on the within named J. M. Bloss, Aug. 18, 1922, by handing to him a true and attested copy of the summons, and making contents of same known to him.<br>So answers H. B. Butishall, Shff.<br>Aug. 22, 1922, W. Benedict, Esq. appears for defendant. (See paper filed)<br>Sept. 1, 1922, Statement of Claim filed |

J. Perry Eckels

128

Dec. 5, 1922, Recd from C.A. Thompson $15.40 being Pros. & Shffs costs.
W.L. Greeley, Pro.

Dec. 7. 1922
Received from Pro. Greeley $12.40 my costs
H.B. Britthall
Sheriff

Earl Sheldon,
Petitioner,
vs.
Edward Hall,
Lynne Hall,
Almeda Hall and
Mary Hall,
Respondents.
Entered Aug. 22, 1922.

| | # |
|---|---|
| Pro. Greeley | 3.00 |
| Shff Britthall | 12.40 |

Rule to bring Ejectment within six months, for a certain piece or parcel of land in the Borough of Spring, bounded on the north by the old Deinpsey farm, on the east by land of the heirs of Barnabas Hall, on the south by land of heirs of Barnabas Hall, and on the west by land of Mrs. Jessie Sheldon. (See petition filed)

And now, to wit: August 21, 1922, upon presentation of the within petition and due consideration of the same, a rule is granted upon the defendants, Edward Hall, Lynne Hall, Almeda Hall and Mary Hall, to bring his, her or their actions of ejectment within six months from service of same on them, or show cause why same cannot be so brought, returnable

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

Same day, Rule issued to Sheriff

Rule returned: Served the within rule on the within named Edward Hall, Lynne Hall, Almeda Hall and Mary Hall, Aug. 24, 1922, by handing a true and attested copy of rule to each of them, and making contents of same known to them, at Spring Boro., Pa. So answers H. B. Britthall, Shff.

This case has been settled by the above defendants, giving a quit-claim deed to Mrs. C. L. Curtis, grantee of the above named plaintiff.

J. Perry Eckels
Atty. for Plaintiff.

# SEPTEMBER TERM, 1922

| | | |
|---|---|---|
| Donald b. Thompson<br>129 | Tony Sagajo<br>vs<br>Mrs. b. H. Walp, Landlord<br>and J. A. Hanka, Constable<br>Issued August 21, 1922<br><br>Jay + Pro. Greeley (paid) # 3.00<br>Sheriff Butchall-paid - 4.70 | Replevin for 1 Dis buffboard, 1 Sideboard, 1 Table, 1 Gas Range, 1 Iron Bedstead, 1 Kitchen Table, 2 Mattresses, 2 Bed Springs, Bedding, 3 Stands, 1 Rug 9x12, 1 Crib, 1 Brass Bedstead, 1 Dresser, 1 Couch, 12 Chairs, 2 Trunks and contents, 1 Ice Box, 3 Rockers, Dishes, Tinware, Hardware, and all other personal property of plaintiff mentioned in inventory of property distrained by J. A. Hanka, Constable, on behalf of Mrs. b. H. Walp, Landlord, the same being now in possession of said plaintiff at 785 or 783, Cottage Street, 1st Ward, Meadville, Pa., of the value of $200.00; Returnable to next term<br>Aug 21, 1922 - Affidavit as to value of property filed<br>Aug. 21, 1922. Bond of plaintiff with Joseph Lobue as surety, in the sum of $400.00, approved and filed<br>Writ rcvd: Served the within writ on the within named J. A. Hanka and Mrs. b. H. Walp, on Aug. 21, 1922, by handing to each of them a true and attested copy of the within writ, and making contents of same known to them. So answers<br>H. B. Butchall, Shff |

August Delp

130

Commonwealth of Pennsylvania, ex relatione Edith Amey Watson and Clara Mable Watson, by their next friend and father Jolley Elmer Watson

vs.

Bessie Edith Watson

Issued Aug. 22, 1922

Pro. Speeley (paid) $2.00
Shff. Butthall 3.60

Habeas Corpus for the custody of Edith Amey Watson and Clara Mable Watson minor children of Jolley Elmer Watson and respondent

And now, August 21, 1922, Let a writ of Habeas Corpus issue as prayed for returnable to Friday, Sept. 8, 1922, at 10 o'clock A. M.

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

Copy of writ returned. Served the within writ on the within named Bessie Edith Watson on Aug. 24, 1922, at the office of Alderman Eyleher Mead Av., in the City of Meadville, Pa. by handing to her a true and attested copy of the within writ, and making contents of same known to her.

So answers H. B. Butthall, Sheriff

Order of Court.

Now, Sept. 8, 1922, After hearing and due consideration the custody of the child Edith Amy Watson is awarded to Jolley Elmer Watson and the child Clara to its mother Bessie Watson. Costs to be paid by relator.

(See petition filed)

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

Albert L Thomas
131

Daisy Babcock
vs.
Robert Babcock
Issued Aug. 22, 1922

| | # |
|---|---|
| Jad + writ (paid) | 2.00 |
| Shff Butshall | 1.85 |
| Shff Butshall on al | 1.85 |
| Shff Butshall on proc | 6.25 |
| Roy S. Peters, Master | |
| Pro. Greeley | 3.50 |

Jan. 30, 1923 Recd from Pro Atty 13.35 being Shff & Pros. costs
V.L. Greeley, Pro

Feb. 16, 1923 Received from Pro. Greeley $3.50 on my costs
H B Butshall
Sheriff

Subpoena in Divorce.

And now, Aug. 15, 1922, subpoena awarded, returnable to first Monday of October next.

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

Subpoena returned: Oct. 2, 1922, the within named Robert Babcock not found in my bailiwick.

So answers, H.B. Butshall, Sheriff

Oct. 2, 1922, Alias subpoena in divorce issued, returnable to the first Monday of November next.

Alias Subpoena rtd: Nov. 6, 1922, The within named Robert Babcock not found in my bailiwick. So answers H B Butshall, Sheriff.

Nov. 6, 1922. Order issued for Sheriffs proclamation, returnable to first Monday of January next.

And now, Jan. 1, 1923 I 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 H.B. Butshall, Shff

And now, Jan. 2, 1923 Roy S. Peters, Esq., is appointed Master in this case. By Hon. Thos. J. Brother, P.J. (See paper filed)

Jan. 30, 1923. The above case is hereby discontinued.

Albert L. Thomas
Atty. for Libellant.

# SEPTEMBER TERM, 1922

Leland J. Culbertson

132.

Sept. 29. 1922
Received from Leland J. Culbertson $14.40 my costs
A B Cutshall
Sheriff

The Federal Land Bank of Baltimore, Md.,
vs.
Robert J. Landman, Oscar Irwin and Mary Irwin, his wife, mortgagors and Henry Sonneberg and Ottilige Sonneberg, his wife, and Martin Kresch and Anne Kresch, his wife, real owners and terre tenants.
Issued, Aug. 23, 1922

| | # |
|---|---|
| Tax Writ (Atty. paid) | 2.25 |
| Rec. Boswell | .50 |
| Shff. Cutshall (Atty. pd.) | 14.40 |
| Pro. S. A. (Atty. pd) | 7.00 |
| Shff. Jones. - alias (Atty. pd) | 7.30 |
| Shff. Jones, 1 ply. [Atty. pd] | 9.40 |
| Shff. Braun " " | 3.20 |
| Pro. Greeley | 11.25 |
| Atty | 3.00 |

Scire Facias sur Mortgage recorded in Mortgage Book Vol. 102, page 57;
Returnable to next term.

Aug. 23, 1922. Averment of default & and affidavit as to title to land filed.

Writ returned: Served the within writ on the within named Henry Sonneberg, Ottilige R Sonneberg, Martin Kresch and Anne Kresch, on Aug. 24, 1922, in Beaver Township, Crawford County, Pa., by handing a true and attested copy of the writ to each of them, and making contents of same known to them. Nihil habet as to Robert J. Landman, Oscar Irwin and Mary Irwin, as they are not found in my bailiwick. So answers

A B Cutshall, Sheriff.

And now, Jany 14, 1929, Alias Sci. Fa. sur Mortgage issued, returnable to the first Monday of Feb. next, against Robert J. Landman, single, Mary Irwin, individually; Mary Irwin, Executrix of Oscar Irwin, decd; Henry Sonenberg and Ottilgie Sonenberg, his wife; Martin Kresch and Annie Kresch, his wife; A. B. Cutshall, Sheriff; Mary Irwin, widow; A. J. Loeb; Colonial Trust Company, Trustee for Martin F. Keller; Martin F. Keller and Nicola M. Keller, his wife; The Valley Land and Construction Company; Andy Marcinko and Mary Marcinko, his wife; and Martin Duda and Anna Duda, his wife, present owners and terre tenants.

Jan. 14, 1929. Statement and affidavit of default and amount due on mortgage, and affidavit as to present owners of land, filed.

Alias Sci. Fa. returned Feb. 4, 1929: "The within named Mary Irwin accepts service individually and as Executrix of Oscar Irwin, deceased, with the same force and effect as though served by the Sheriff of Crawford County, said acceptance being hereto annexed. Nihil habet as to all others named on the within writ." So answers C. H. Jones, Sheriff.

Feby 7, 1929. Pluries Sci. Fa. sur Mortgage issued, returnable to the first Monday of March next.

Pluries writ reted: (a) And now, Feb. 14, 1929, I hereby deputize the Sheriff or his deputy of Allegheny County, Penna to serve this writ.
C. H. Jones, Sheriff of Crawford County, Pa.

(b) Walter J. Smith, Deputy Sheriff of Allegheny, Pa., makes affidavit that "on the 18th day of February, 1929 he served the within Sci. Fa. sur Mortgage on the Colonial Trust Company, within named defendants, at 4th Avenue, Pittsburgh, Penna, by handing to and leaving with Kenneth Buffington Trust Officer of said company a true and attested copy of the within Sci. Fa. sur mortgage and making known to him the contents thereof.
So answers Robert H. Braun, Sheriff of Allegheny County, Pa.

Continued on next page

Albert L. Thomas
Fred L. Kiebort
133
O. C. Lare Kent 9/11/22 ✓
V. S. & Pro.

✓ Michael Wagner
vs.
Fred Weidenbach
Issued Aug. 23, 1922

| | | # |
|---|---|---|
| Tax & writ (paid) | 2.00 | |
| Shff. Buttshall | 2.80 | |
| Pros | 1.00 | |
| atty | 3.00 | |

Summons in Trespass,
Returnable to next term.
Writ returned: Served the within writ on the within named Fred Weidenbach Aug. 23, 1922, by handing him a true and attested copy of the writ, and making contents of same known to him.
So answers, H. B. Buttshall
Sheriff

Aug. 29, 1922 Plaintiffs statement of claim filed, with affidavit of service of copy on defendant endorsed thereon.

Nov. 27, 1922 - This case discontinued.
H. Kiebort
Albert L. Thomas
Attys. for Plaintiff

Nov 27 1922 Rec'd Whff & Pros costs
V. L. Greeley Pro

Nov. 28, 1922, Received $2.80 my costs from V. L. Greeley
H. B. Buttshall
Sheriff

Record continued from preceding page.
(Return to Pluries Sci. Fa. continued & concluded):
(c) And now, March 4, 1929, Writ returned:
After diligent search of the within named and described property, and finding no person or persons in possession thereof, I posted in the most public place thereof, a true and attested copy of the within writ. Served the within named Anna Duda personally, on February 20, 1929, at her residence in Bonneauville, Pa., by handing to her a true and attested copy of the within writ, and making the contents thereof known to her. Served Martin Duda, defendant, by handing to an adult member of his family, namely Anna Duda, his wife, a true and attested copy of the within writ, on the same day, at the same time as aforesaid. Also served the Colonial Trust Company by Deputizing the Sheriff of Allegheny County, Pa., as per his return hereto annexed
So answers C. H. Jones, Sheriff.

And now, March 25, 1929, On motion of Plaintiffs attorney, judgment is entered against defendants served and against defendants as to which there are two returns of Nihil habet, for want of an appearance; and said judgment liquidated at the sum of Seven thousand seven hundred and twenty-one 07/100 Dollars. (See paper filed)

| | |
|---|---|
| Debt | 7721.07 |
| Attys Com included | 313.45 |
| Int. from March 22, 1929 | |

Judgment
V. L. Greeley, Pro.

L. 17, J. 23 So 35; K. 43 44 Copy 43 D. 56
Lev. Fac. to No. 81 May Term, 1929.

# SEPTEMBER TERM, 1922

J. A. Northam

134

Nov. 3. 1922
Received from Geo W. Gosline $14.80 my costs
H B Cutshall
Sheriff

Nov 3 1922 Recd from Deff by hand of H B Cutshall Shff Four and 50/100 Dollars my costs.
V. L. Greeley Pro

M. Lou Ray now use of George W. Gosline
vs.
Edwin B. Gosline
Issued Aug. 24, 1922

| | # |
|---|---|
| Pro. Greeley | 2.00 |
| Shff. Cutshall | 2.40 |
| Shff. Cutshall orial. | 2.40 |
| Orig. Costs: J. Monderean Esq. | 4.25 |
| Pro. Greeley | 3.50 |
| Atty | 3.00 |

Of No. 247 September Term, 1917.
Sire Facias to Revive and Continue the Lien of above Judgment; Returnable to Second Monday of September 1922.
Writ returned: Sept. 11, 1922, Nihil habet as to Edwin B. Gosline - not found in my bailiwick. So answers
H B Cutshall, Shff
Sept. 19, 1922 Alias Sci. Fa. issued returnable to First Monday of October next.
Alias writ returned: Oct. 2, 1922, The within named Edwin B. Gosline not found in my bailiwick. So answers
H B Cutshall, Sheriff
And now, October 28, 1922, On motion of plaintiff George W. Gosline, by his Attorney judgment is entered against the defendant for want of an appearance upon two returns of Nihil and same liquidated at the sum of One thousand six hundred forty Dollars and Ten Cents. (See Rule Doc. 12, p. 575)

| | # |
|---|---|
| Debt | 1640.10 |
| Attys Com. included | 78.10 |

Int. from Oct. 28, 1922
G. page 144
Judgment
V. L. Greeley, Prothy.
Sci Fa No 34 Nov Term 1927

135

Henry Chapman
vs
E. A. Chapman
Entered Aug. 24. 1922

Pro. Greeley (plff. pd) # 2.25
Plff. on Orig. 2.25

Of No. 9 September 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 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 Eighteen Hundred forty and 65/100, being the amount of debt, interest to and costs now due on the original judgment.

Debt # 1840.65
Int. from Sept. 1, 1912.

Judgment.
W. L. Greeley, Pro.

6 page 196.

June 25, 1928, Amicable Sci. Fa. to No. 55 Sept. Term, 1928.

# SEPTEMBER TERM, 1922

John Schuler

136

Oct. 27. 1922. Recd of Deft by Greely $2.00 advance costs and $3.00 docket fee
John Schuely

Oct 27 1922 Recd of Plff by atty Four and 66/100 Dollars Shff & Prothy costs.
V. L. Greely Pro

Oct 27-1922 Recd. of Pro Greely, Two & 60/100 Dollars
My Costs
H. B. Cutshall
Per O.K.P. Sheriff

J. H. Russell, now for the use of First National Bank of Youngsville, Pa.
vs.
✓ F. H. Wilber
Issued Sept. 1, 1922

| | | |
|---|---|---|
| Pro. Greeley (paid by Atty Sept. 2, 1922) | | 2.00 |
| Shff. Cutshall | | 2.60 |
| Pro. Greeley | | 2.25 |
| Atty | | 3.00 |

Of No. 122 September Term, 1917
Sci. Fa. to revive the judgment in the above stated case
Returnable to next term.
Writ returned: Served the within writ on the within named F. H. Wilber Sept. 4, 1922, by handing to him a true and attested copy of the writ, and making contents of same known to him. So answers H. B. Cutshall, Sheriff
And now, October 2, 1922, On motion of plaintiffs attorney, judgment is entered against the defendant, for want of an appearance and for want of an affidavit of defense, and liquidated at the sum of Four hundred fifty-two and 43/100 Dollars. (See Rule Doc. 12, page 573)
Debt $452.43
Int. from Oct. 2, 1922.
W. page 222.
Judgment
V. L. Greeley, Prothy.

Sept. 7, 1924. The above judgment, debt, interest and costs assigned to Paul N. Mueller, of the Second Ward of Meadville.
(See paper filed)

Recind satisfaction in full of this judgment debt int and costs and Prothonotary is authorized to satisfy same of record.
Sept 17-1924
John Schuely
Atty for Plff.

# SEPTEMBER TERM, 1922

John Schuler

137

Oct. 27. 1922 Rec'd of U.S. Treas. $82.00 advanced costs and $3.00 deducted for
John Schuler

Oct 27 1922 Rec'd Def'f by atty Four and 5/100 Dollars Sheriff Poundage costs
V. L. Greeley Pro

Oct 27-1922 Rec'd of Greeley two & 60/100 Dollars Mtg Costs
H B Cutchall Sheriff
Per O.S.P.

J. A. Russell, now for the use of First National Bank of Youngsville, Pa.,
vs
F. A. Wilber.
Issued Sept. 1, 1922

| | | |
|---|---|---|
| Pro. Greeley (paid by atty Sch. 7th) | # | 2.00 |
| Shff Cutchall | | 2.60 |
| Pro. Greeley | | 2.25 |
| Atty | | 3.00 |

Of No. 123 September Term, 1917.
Sci. Fa. to revive the judgment in the above stated case.
Returnable to next term.
Writ returned: Served the within writ on the within named F. A. Wilber, Sept. 4, 1922, by handing to him a true and attested copy of the writ, and making contents of same known to him.
So answers H. B. Cutchall, Shff.
And now, Oct. 2, 1922, On motion of plaintiffs attorney, judgment is entered against defendant for want of an appearance and want of an affidavit of defense, and liquidated at the sum of Two hundred sixty-two Dollars and forty cents. (See Rule Doc. 12, page 573)
Debt #262.40
Int. from Oct. 2, 1922
W. page 222.
Judgment
V. L. Greeley, Prothy.

Sept. 4, 1924. The above judgment, debt, interest and costs assigned to Paul N. Mueller, of the Second Ward of Meadville. (See paper filed)

Received satisfaction in full of this judgment debt int and costs and Prothonotary is authorized & satisfy same of record.
Sept. 17/1924
John Schuler
atty for Deft.

# SEPTEMBER TERM, 1922

138

Della M. Payne,
now for use of
H. D. Oles
vs.
Riceville Power
Company
Entered Sept. 2, 1922.
Pro. Greeley (paid) $225,

Of No. 109 September Term, 1917
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 the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Six hundred Dollars, with interest from June 4, 1918

Debt $600.00
Int. from June 4, 1918
Judgment
V. L. Greeley, Prothy

Corp. p. 102

Sept. 1, 1927. Amicable Sci. Fa. to No. 136 Sept. Term, 1927

# SEPTEMBER TERM, 1922

| | | |
|---|---|---|
| X<br><br>139 | Charles Payne, now use of B. O. Ruggles, and Arthur Westgate<br>vs.<br>Riceville Power Company,<br>Entered Sept. 4, 1922,<br>Pro. Greeley (paid by Westgate) # 2.25 | Apl. No. 110 September Term, 1917<br>Amicable Scire Facias sur Judgment<br>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 Seven hundred fifty-six and 50/100 Dollars, being the amount now due on the original judgment.<br>Debt # 756.50<br>Interest from Sep. 4, 1922.<br>Judgment.<br>W. L. Greeley, Prothy. |

Corp. P 102.

Sept 22 1927 A M Sci Fa no 11 Nov Term 1927

# SEPTEMBER TERM, 1922

| | | |
|---|---|---|
| John O. Walter & J. McClintock<br><br>140 | H. F. Mathews, now use of Mary J. Mathews, Administratrix of H. F. Mathews, deed,<br>vs.<br>W. F. Traupe<br>Entered Sept. 4, 1922.<br>Pro. Greeley Cliff paid # 2.25<br>Attys 3.00<br>Original costs:<br>Cliff 2.25<br>Atty J. P. Colter 3.00 | Ofc No. 13 November Term, 1917<br>Amicable Scire Facias sur Judgment<br>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 and three and 50/100 Dollars, being the amount of debt and interest now due on the original judgment, with five per cent attorneys commissions for collection to be added.<br>Debt # 203.50<br>Int from Sept 19, 1922<br>Judgment<br>V.L. Greeley, Prothy<br>T. page 66<br>Rec'd the interest on this Judgment to Sept 19, 1923<br>Mary J Mathews<br>Fi Fa to No 60 Feb Tr 1924<br>Mar 7, 1924 The above judgment assigned to C. F. Traupe of Cambridge Township. (See Fi Fa.)<br>May 21 1924 Rec'd Satisfaction in full debt interest and costs on above judgment<br>C. F. Traupe |

# SEPTEMBER TERM, 1922

Curtis L Webb
141

Sept 17 1924 Rec'd of Peffs by atty Fourteen and 55/100 Dollars Costs in this case
V. L. Greeley Pro

Sept. 18, 1924.
Rec'd $7.25 in my costs.
C. L. Webb

Sept 17-1924 Rec'd of Greeley two & 60/100 Dollars My Costs
H B Cutchall
o&p Sheriff

Burd Mullen
vs.
F. A. Walber
Issued Sept. 4, 1922.

| | # |
|---|---|
| Pro. Greeley | 2.00 |
| Shff Cutchall | 2.60 |
| Pro Greeley | 2.50 |
| atty | 3.00 |
| Original costs | 4.25 |

Of No. 124 September Term, 1917.
Scire Facias to revive and continue the lien of the above judgment, returnable to the first Monday of October next

Writ returned: Served the within writ on the within named F. A. Walber, Sept. 4, 1922, by handing to him a true and attested copy of the writ and making contents of same known to him. So answers H. B. Cutchall, Shff

And now July 12, 1923 The plaintiff by his attorney comes and takes judgment by default for want of an appearance and affidavit of defence and liquidates the same as follows:—

| | |
|---|---|
| Debt no 124 Sept Term 1917 | 250.00 |
| Interest from Mch 6 1914 to July 6 1923 | 140.00 |
| Attorneys Com included | 12.50 |
| Amount of Judgment | 402.50 |

With interest from July 6 1923
Curtis L. Webb atty for plff Debt 402.50
W-222- Judgment

See Rule docket 13 page 581- V. L. Greeley Pro thy
Sept 6, 1924. The above judgment, debt, interest and costs assigned to P. H. Mueller, of the Second Ward of Meadville.
(See paper filed)

Received satisfaction in full of this judgment debt int and costs and Prothonotary is authorized to satisfy same of record.
9/17/24
John Schuler
Atty for Plff.

Leland J. Culbertson
142

May 22 1923 Rec'd of Pltff by atty Forty Seven & 80/100 Dollars Shff Mostis & Pros costs
V. L. Greeley Pro

May 22 1923 Rec'd of Pro Greeley Twenty Six Dollars Masters fee
Arthur L Knapp Master 5/22

May 22 1923 Rec'd of Pro Greeley Nine and 95/100 Dollars my costs
H B Hutchinson Sheriff

Helen J. Stevinq
vs.
William D. Stevinq
Issued Sept. 5, 1922

| | # |
|---|---|
| Tax & writ (paid by Pltff) | 2.00 |
| Shff Hutchinson | 1.85 |
| Shff Hutchinson on alias | 1.85 |
| Shff Hutchinson on proc | 6.25 |
| A.L. Knapp, Master | 25.00 |
| Pro Greeley | 9.85 |
| Atty Ref. date 5/22/23 L.J.C. | 3.00 |

Subpoena in Divorce.

And now, Sept. 5, 1922, subpoena awarded, Returnable to first Monday of November next

By Hon. Thos. J. Prather, P.J.

Subpoena returned: Nov. 6, 1922. The within named William D. Stevinq not found in my bailiwick. So answers H. B. Hutchinson Shff

Dec. 11, 1922. Alias subpoena in divorce issued, returnable to next term.

Alias subpoena returned: Feb. 12, 1923. the within named William D. Stevinq is not found in my bailiwick.

So answers H. B. Hutchinson, Shff

Feb. 13, 1923. Order issued for publication of Sheriffs proclamation, returnable to first Monday of April next.

And now, April 2, 1923 - I have made proclamation in the above entitled case according to law, and caused the same to be published in the Hazleton 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. Hutchinson, Sheriff

And now, April 23, 1923. Arthur L. Knapp, Esq. is appointed Master in this case. By Hon. Thos. J. Prather, P.J. (See paper filed)

April 30, 1923. Commission issued.

May 12, 1923. Testimony and report of Master filed.

On Argument List for May Term, 1923, No. 16.

July 2, 1923. After due consideration, a divorce is decreed as prayed, and at cost of respondent. Per Curiam.

Decree: And now, to-wit, July 2, 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 Helen J. Stevinq, the libellant and the said William D. Stevinq the respondent: And that thereupon all and every the duties, rights and claims, accruing to either the said libellant & 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

# SEPTEMBER TERM, 1922

Roy S Peters
143

Nov 18 1922 Rec'd of Plff by atty Eleven and 10/100 Dollars Shff & Prothys costs
V. L. Greeley Pro

Nov. 18. 1922
Received from Pro. Greeley 3.25 my costs
H Bentshall

April 18 1924 Rec'd of Respondent Howard Randall Forty two and 10/100 Dollars prepaid costs and copy of decree
V. L. Greeley Pro

Apr 21 Pd costs & Plff by check

Hallie M. Randall
vs
Howard L. Randall
Issued Sept. 5, 1922

| | # |
|---|---|
| Taxtwrit (paid by Atty) | 2.00 |
| Shff. Bentshall | 3.25 |
| J.E. Bossard, Master | 25.00 |
| Pro. Greeley | 2.85 |
| Atty | 3.00 |

Subpoena in Divorce

And now, September 5, 1922, subpoena awarded, returnable to first Monday of November next.

By Hon. Thos. J. Prather, P. J.

Writ returned: Served the within subpoena in divorce on the respondent personally on the 12th day of Sept. 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. Bentshall, Sheriff.

And now, Nov. 6, 1922, On motion in open court, Jeff E. Bossard, Esq. is appointed Master in this case to take testimony on the part of the libellant and make due return thereof. By Hon. Thos. J. Prather, P. J.

(See paper filed). Com. issued.

Nov 16 1922 Testimony and Report of Master filed

On Argument List for Nov. Term, 1922, No. 20.

Dec. 18 1922. After due consideration a divorce is decreed as prayed, and at cost of respondent. Per Curiam.

Decree:- And now, to-wit, Dec. 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 Hallie M. Randall be divorced, and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Hallie M. Randall, the libellant, and the said Howard L. Randall, 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.

# SEPTEMBER TERM, 1922

Albert L. Thomas
144
Service & McNeal
O. Blare Kent

W. M. Hyde
vs.
Pearl Hyde
Issued Sept. 5, 1922

| | # |
|---|---|
| Tax twist | 2.00 |
| Shff. Butshall | 7.34 |
| Bro. Greeley | 9.85 |
| Comm. Buchholz | |
| C.V. Johnson, Master | 25.00 |
| Atty | 3.00 |

Sept 4, 1924 Rec'd of Pff by atty Nineteen Dollars 19/100 Dollars
Shff & Proctys Costs
V. L. Greeley Pro

Sept 4th 1924 Recd of Pro Greeley Seventy 34/100 Dollars
In my Court
H. B. Butshall
Per O.H.P. Sheriff

Subpoena in Divorce

And now, Sept. 5, 1922 Subpoena awarded, Returnable to first Monday of Nov. next. By Hon. Thos. J. Brather, P.J.

Subpoena returned:-

(a) Sept. 11, 1922, I hereby deputize the Sheriff of Mercer County to serve this writ
H. B. Butshall, Sheriff.

(b) Sept. 14, 1922, Served within subpoena in divorce upon Respondent, by handing her a true and attested copy of same personally. So answers, David J. Jarrett,
Sheriff of Mercer County, Pa

(c) Now, Sept. 19, 1922 - Writ served as per return of Sheriff David J. Jarrett of Mercer County. So answers
H. B. Butshall Shff

Nov. 4, 1922, Service & McNeal and O. Blare Kent, Esq, appear for respondent. (See paper filed)

And now, Nov. 6, 1922, Upon presentation of the within affidavit and on motion, in open Court, a rule to show cause why an order should not be made for alimony pendente lite and for counsel fees, is hereby granted on libellant, Returnable to the Fourth Monday of Nov. next. Per Curiam.
(See paper filed) Rule issued.

Nov. 7, 1922 Libellants attorney accepts service of rule. (See paper filed)

Nov. 15, 1922, Answer of Libellant to rule for alimony pendente lite and counsel fees, filed.

Nov. 20, 1922, On motion in open Court, Edward Buchholz is appointed Commissioner to take testimony of witnesses on part of respondent residing at Sharon, Pa. Per Curiam. (See paper filed) Com. issued.

And now, June 4, 1923, C.V. Johnson, Esq. is appointed Master in this case. By Hon. Thomas J. Brather, Pa. (See paper filed)

June 7, 1923. Certificate of appointment issued.

And now, July 7, 1924, On motion in open Court, leave granted the attorney for respondent to withdraw their appearance in this case, and also the petition for alimony pendente lite and counsel fees, with all other papers filed on the part of the said respondent. Per Curiam. (See paper filed)

Sept 11 1924 Testimony and Report of Master filed.

On Argument List for Sept. Term, 1924, No. 14. Oct. 24, 1924. Left.

Now, Nov. 3, 1924 the prayer of the petitioner is refused and the Libel dismissed. Per Curiam. (See opinion of Court filed)

# SEPTEMBER TERM, 1922

Thomas & Thomas
145

Leeta Maybray
vs
J. C. Maybray
Issued, Sept. 5, 1922

| | # |
|---|---|
| Jay & writ | 2.00 |
| Shff. Kutshall | 1.85 |
| Shff. Kutshall additional | 2.85 |
| O. Blare Kent, Master | 25.00 |
| Pro. Greeley | 8.85 |
| atty | 3.00 |

Subpoena in Divorce
And now, Sept. 5, 1922, subpoena awarded, Returnable to first Monday of November next
By Hon. Thos. J. Brather, P.J.
Subpoena returned: Nov. 6, 1922, The within named J. C. Maybray not found in my bailiwick.
So answers H. B. Kutshall, Sheriff.
Nov. 7, 1922, Alias Subpoena in divorce issued, returnable to First Monday of January next.
Alias Subpoena retd. Served the within Subpoena, in Divorce on the Respondent personally, on the 9th day of November, 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. Kutshall, Sheriff.

Feby 1 1923 Rec'd of Pfff Esq atty Fifteen and 55/100 Dollars Shff & Printing costs
V. L. Greeley Printing

Feb. 1 1923
Received from Pro Greeley 4 & 6 my costs
H. B. Kutshall
Sheriff

March 9, 1923 recd, of deft. at hands of O. Clerk Kent, atty, all costs in full in this case.
Thomas & Thomas
Pfff Attys.

And now, Jan. 2, 1923 O. Blare Kent, Esq., is appointed Master in the above case. By Hon. Thos. J. Brather, P.J. (See papers filed)
Feby 3 1923 Testimony on part of Libellant and report of Master filed.
On Argt. List For Feb. Term, 1923. No. 17.
March 5, 1923. After due consideration a divorce is decreed as prayed, and at cost of respondent. Per Curiam
Decree. And now, to-wit Mar. 5, A.D. 1923 this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein duly taken and filed & 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 Leeta Maybray be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Leeta Maybray the libellant, and the said J. C. Maybray, 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

# SEPTEMBER TERM, 1922

W. J. Sprdevan
146

Rhoena Hanson
vs.
Joseph John Hanson
Issued Sept. 5, 1922

| | $ |
|---|---|
| Tax & writ | 2.00 |
| Shff Butshall | 1.40 |
| Wm McKenzie on sub. (Pittston Twp.) | 1.70 |
| C.B. Stegner, Master, | 25.00 |
| Pro Greeley, | 8.10 |
| Atty, | 3.00 |
| Pro G since | 4.25 |
| D.P. Roberts on Am. Subpl (Feb 9) | 6.50 |

Subpoena in Divorce, with prayer for custody of children, to wit, Dorothy aged 12 years, Donald aged 11 years, Harold aged 8 years, and Howard aged 5 years

And now, September 5, 1922 subpoena awarded, Returnable first Monday of November, 1922.

By Hon. Thos. J. Brather, P.J.

Subpoena returned: Served the within subpoena upon John Joseph Hanson, the respondent within named, on Nov. 2, 1922 by delivering to and leaving with the said respondent personally, a true and attested copy thereof and at the same time informing him of the contents thereof. So answers Wm T. McKenzie Constable (See affidavit on subpoena)

And now, Jan. 22, 1925. On motion in open Court, Charles B. Stegner, Esq., is appointed Master in this case By Hon. Thos. J. Brather, P.J. (See paper filed) Commission issued.

Feby 15 1929 Recd of Peffs atty Fifteen and 75/100 Dollars in full costs.
V. L. Greeley Pro

Feby 15 1929 Recd from Pro Greeley One and 40/100 Dollars my costs.
H.B. Butshall

Order on petition of libellant to amend libel:-

And now, February 4, 1929, the foregoing petition being duly presented and considered, and the Court being of the opinion that the rule to show cause prayed for therein is unnecessary, but that libellant is entitled to amend the libel forthwith, it is ordered, adjudged and decreed that libellant be allowed and she hereby allowed to amend the libel herein by inserting the following paragraph:

"That from the time of the marriage aforesaid, the respondent hath by cruel and barbarous treatment endangered the life and health of libellant, his said wife, and hath offered such indignities to the person of libellant as to render her condition intolerable and life burdensome, thereby forcing her on the first day of January, 1921, to withdraw from his home and family."

And it is further ordered that a copy of the libel as so amended be served on respondent, with notice to answer same within twenty days from the date of service thereof. Per Curiam.

(See Petition filed)

Feb. 15, 1929, Affidavit of Daniel P. Roberts, Constable filed, that he personally served a copy of amended libel in this case with notice to answer in 20 days, and copy of order of Court of even date, upon respondent, in Rome Township, on Feb. 9, 1929. (See paper filed)

Feby 15 1929 Testimony and Report of Master filed

On Argument List for Feb. Term, 1929, No. 21.

And now, May 16, 1929, the above petition having been duly presented and considered, it is ordered and decreed that the testimony heretofore taken on the day of January, 1929, and already filed in the office of the Prothonotary of this county,

Record continued on page 339.

# SEPTEMBER TERM, 1922

| | | |
|---|---|---|
| W. W. Henderson<br><br>147 | Petition of Nellie Guild<br>for<br>the adoption of Frances Miller, her niece, daughter of Robert Miller and Dora Miller.<br>Entered, Sept. 5., 1922<br><br>Pro. Greeley (paid Sep. 6/22) 3.00 | Sept. 5, 1922, Petition and supporting affidavits presented in open Court and filed.<br>Decree<br>And now, September 5, 1922 the Court upon consideration of the foregoing petition, being satisfied that the welfare of the said Frances Miller will be promoted by the adoption prayed for in the said petition, does grant the prayer of the said petition; and does order and decree that the said Frances Miller shall assume the name of the petitioner, and be hereafter known and called by the name of Frances Guild, and shall have henceforth all the rights of a child and heir of said Nellie Guild, and shall be subject to the duties of such child, in accordance with the provisions of the act of Assembly in such case made and provided.<br>(See paper filed.<br>Per Curiam.<br>Same day, Certified copy of decree issued. |

Tray & Barker (Oilcity, Pa.)

148

Jan. 8 1923 Rec'd of Tray & Parker atty's Forty one and 15/100 Dollars Shff's Proctys Costs
V. L. Greeley Pro

Jan. 8. 1923 Received from Pro Greeley Thirty Six and 15/100 dollars my costs
H B Mitchell
Sheriff

Petition of Hortense L Kirkpatrick
for
Satisfaction of Mortgage, given by Amanda J. Baker to Hector M. Frazier, recorded in Mortgage Book N. page 708.
Entered Sept 5, 1922

| | |
|---|---|
| Pro. Greeley | 5.00 |
| Shff. Mitchell | 36.15 |

Sept. 5, 1922 Petition presented in open court and filed.

And now, Sept. 5, 1922, upon consideration of the foregoing petition and affidavits, it is ordered and decreed, That the Sheriff of Crawford County serve a notice upon Hector M. Frazier or upon the legal representatives of the said Hector M. Frazier and upon the known holder or holders of the mortgage described in the said petition, if they or any of them can be found in the same county, and have known residence, and if said parties are unknown and cannot be found, that he shall give public notice by advertisement of the facts set forth in the within petition, once a week for four successive weeks after the presentation of this petition, in the Titusville Herald, a newspaper published in the City of Titusville in said county, commanding the parties to appear before the said court on Monday the 13th day of November, 1922, to show cause why the proper decree should not be granted and satisfaction of the said mortgage should not be entered on the record thereof as within prayed. Per curiam. (See paper filed)

Same day, Order issued to Sheriff.

Oct. 13, 1922. Sheriffs return to the order of Court, with proof of publication of notice attached, filed.

Decree:— And now, Nov. 13th, 1922, the Sheriff of Crawford County, having returned that he was unable to find the same Hector M. Fraizer, or the holder or holders of the within mortgage, in his bailiwick, and that in obedience to the said order of 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 said petition, in the Titusville Herald, a daily newspaper published in the City of Titusville, Crawford Co., Pa. as appears by a copy of said advertisement, and affidavit of its publication annexed to the return of the said Sheriff. 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 Tray & Parker solicitors 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 in and for Crawford Co., on the record of the mortgage given by Amanda J. Baker, to Hector M. Fraizer, dated the 12th day of Nov., 1870, for $2600.00, and recorded in the Recorder's Office of Crawford Co., in Mortgage Book No. "N" page 708, upon all that certain piece or parcel of land

Continued on Page 421

# SEPTEMBER TERM, 1922

| | | |
|---|---|---|
| Arthur L. Bates<br><br>149<br>Eby Hazlehurst<br>Oct. 2, 1922 Attest V.L. & Bro. | ✓ Tribune Publishing Company<br>vs<br>✓ In the Open Publishing Company.<br>Issued Sept. 6, 1922<br><br>Tax writ (paid) 2.00<br>Shff. Brotzhall 4.80<br>Bro. Greeley 2.50<br>Atty 3.00<br>11-28-2-3<br>Excess of record paid 3.50 | Summons in Assumpsit, Returnable to first Monday of October next.<br>Writ returned: Served the within summons on the within named, "In the Open Publishing Company", by handing to James B. Dawson, President of said Company, at the Conneaut Hotel, at Exposition Park Crawford Co. Pa., on Sept 6, 1922, a true and attested copy of the within summons, and making contents of same known to him. So answers H. B. Brotzhall, Shff.<br>Oct. 26, 1922 Plaintiffs Statement of claim filed, and copy sent to Deft. by registered mail.<br>And now, to wit, Nov. 16, 1922, On motion of plaintiffs attorney, judgment is entered in favor of plaintiff and against defendant, for want of an affidavit of defense, and judgment liquidated at the sum of Nine hundred fifty-five and 78/100 Dollars (See Rule Doc. 12, page 576.)<br>Debt # 955.78<br>Int. from Nov. 16, 1922.<br>Judgment<br>V.L. Greeley, Bro.<br><br>Corp. page 145. |

Nov. 16, 1923 For and in recpt of a valuable consideration the recpt of which is hereby acknowledged Plaintiff hereby sells assigns and transfers this judgement to Charles Anderson of Pittsburgh Pennsa without recourse—

Tribune Publishing Co.

E H Gaither Secty-Treas.

# SEPTEMBER TERM, 1922

Arthur L. Bates

1.50
Efffiled Thurs
Oct. 2, 1922. Attest: W.L.S. Pro

Oct 31 1924 Rec'd of Deft Ten and 50/100 Dollars Shff & Pros. Costs
V. L. Greeley Pro

Oct 31-1924 Rec'd Pro Greeley Four + 80/100 Dollars My Costs
H B Entshall
O.H.P. Sheriff

Rec'd Nov 10 24 Ack
Doc 12 E. 576
Attest T Bates
Pro Prothy

✓ Tribune Publishing Company
vs
✓ James B. Sansom
Issued Sept. 6, 1922

| | | |
|---|---|---|
| Tax Writ (paid) | # | 2.00 |
| Shff. Entshall | | 4.80 |
| Pro. Greeley | | 2.50 |
| Atty | | 3.00 |

Summons in Assumpsit Returnable to first Monday of October next.

Writ returned: Served the within summons on the within named James B. Sansom, on Sept. 6, 1922, at the Bonneau Hotel, at Exposition Parke, Crawford County, Pa., by handing to him a true and attested copy of the within summons, and making contents known to him.

So answers H. B. Entshall, Shff.

Oct. 26, 1922. Plaintiffs statement of claim filed, and copy sent deft. by registered mail

And now, to wit, November 16, 1922, On motion of plaintiffs attorney, judgment is entered in favor of plaintiff and against defendant for want of an affidavit of defense, and liquidated at the sum of Four Hundred Fifty-two and 8/100 Dollars.
(See Rule Doc 12, Page 576)

Debt # 452.08
Int. from Nov. 16, 1922
Judgment
V. L. Greeley, Pro.

Sa. page 191

And now Oct. 31, 1924 this judgment (# 452.08) and costs # 12.30 having been paid the Prothy is hereby directed to mark the same satisfied of record. Tribune Publishing Co. vs James B. Sansom

# SEPTEMBER TERM, 1922

| | | |
|---|---|---|
| O. Blair Kent<br>151<br><br>C. Victor Johnson<br>Oct 3rd 1922. | Bertha Van Camp<br>vs.<br>George W. Baird, Administrator of the estate of George M. Shellito, late of Conneaut Lake, Pa., deceased<br>Issued Sept. 7, 1922<br><br>Tax & writ[illegible] by atty $2.00<br>Shff. Batchall 8.80 | Summons in Assumpsit, Returnable to the first Monday of October next.<br>Sept. 7, 1922, Affidavit that plaintiffs claim exceeds $300.00 filed.<br>Writ returned: Served the within summons on the within named George W. Baird, on Sept. 8, 1922 by handing to him a true and attested copy thereof and making contents known to him.<br>So answers H G Batchall, Shff |

152

J. H. Turner, now use of Mrs. L. S. Herrick
vs.
Isaac G. Woods
Entered Sept. 8, 1922.

Grs. Greeley (Grff. pd) # 2.25
Pltff on origl. 1.25

Of No. 115 September 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 Two hundred and fifty Dollars, being the amount of debt now due on the original judgment, with interest thereon from March 14, 1922, and costs.

Debt # 250.00
Int. from March 14, 1922.

W. p. 101.

Judgment.
V. E. Greeley, Pro.

Sept. 8, 1927, Amicable Sci. Fa. to No. 144 Sept. Term, 1927.
January 21, 1949, This Judgment is Satisfied (See Am. Sci. Fa.)

# SEPTEMBER TERM, 1922

| | | |
|---|---|---|
| 153<br>Wesley B. Beck | North Street Garage<br>vs.<br>John Wentworth<br>Entered Sept. 8, 1922.<br>Tax & costing (Atty fee) # 1.50<br>Costs on Trans. 6.10 | Appeal by Defts. from Judgment of E. D. Batcher, Alderman. |

# SEPTEMBER TERM, 1922

154

Venire for the
First
Monday of October
1922.
Issued Sept. 9, 1922.

Bro. Greeley $2.75
" " dinner 1.00

Venire to draw and summon 45 persons to be Traverse Jurors for the Court of Common Pleas to be held the First Monday of October next.

Order of Court.

Now, September 25, 1922, On account of the illness of counsel connected with said causes, and continuances for other causes, there not remaining a sufficient number of cases triable to justify the trial of said cases as published, the said list is continued to and fixed for the week beginning Monday, December the 4th, 1922, at which time the cases published in the Fall Trial List for the month of October shall be taken up in their order as though called on the October Trial List.

The Jury Commissioners are directed to return to the Jury Wheel names of all jurors for the October Trial List, and the Sheriff is directed to notify all such jurors that their services are not required in Court until further summons. The Prothonotary is directed to give notice of this order by publication in the Meadville Tribune and in the Titusville Herald. Per Curiam.

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

Sept. 28, 1922. Venire returned. Sheriff returns that 45 persons had been drawn and summoned as jurors for the 1st Monday of Oct. 1922.

# SEPTEMBER TERM, 1922

| | | |
|---|---|---|
| 155 | Venire for the Second Monday of October 1922. Issued Sept. 9, 1922 Pro. Greeley 7.75 | Venire to draw and summon 45 persons to be Traverse Jurors for the Court of Common Pleas to be held the second Monday of October next. Sept. 25, 1922. Trial list postponed to first Monday of Dec. and names of jurors drawn directed to be returned to the jury-wheel, and jurors summoned to be notified that their services are not required in Court until further summons. (See order entered on Journal filed at preceding number) Sept. 28. Venire returned. The Sheriff returns that 45 persons had been drawn and summoned for the 2d Monday of Oct. 1922. |

# SEPTEMBER TERM, 1922

| | | |
|---|---|---|
| C. Clare Kent 11/5/23 U.S.C. | ✓ Peter Klein | Appeal by Deft. from Judgment of |
| 156 | vs. | Charles A. Miller, J.P. |
| Albert L. Thomas | James E. O'Connor | Nov. 5, 1923 Plaintiffs statement of |
| Fred L. Kiebort | Entered Sept. 11, 1922 | claim filed. Service of same accepted by |
| | | Defts. atty. |
| | Jay + entry (paid by Dft.) 1.50 | Nov. 22, 1923 Affidavit of defense and |
| | Costs on Trans. 6.65 | statement of counter claim filed. |
| | Pro. F. add. 1.50 | Dec. 7, 1923. Plffs. reply to counter claim filed |
| | $9.65 | and service accepted by Defts. atty. |

# SEPTEMBER TERM, 1922

Thomas & Thomas.
9-13-22 Cap.

157

Arthur Betz
Jan. 9. 1923

Erie Milling & Supply Company
vs.
J. Wilson Hamilton
Entered Sept. 11, 1922

| | |
|---|---|
| Tax (entry (paid by Deft) | 1.50 |
| Costs on Trans. (pd by Deft) | 7.40 |
| Shff. Butchall | 3.20 |
| Pro Greeley Serice | 3.25 |
| Atty | 3.00 |

Appeal by Deft. from judgment of Al. Boynton, Alderman.
Dec. 13, 1922, Statement of claim filed.

Return: Dec. 23, 1922, Served the within Statement of claim on the within named J. Wilson Hamilton, by handing him a true and attested copy of the within Statement of claim and making contents of same known to him. So answers, H.B. Butchall, Sheriff.

And now, January 2, 1923, enter judgment in favor of the plaintiff and against the defendant above named for want of an Affidavit of Defense, and assess the plaintiff's damages, acc. req.

Thomas & Thomas
Atty's for plaintiff

I hereby assess the plaintiffs damages as follows:

| | |
|---|---|
| Amount claimed in statement of claim | $77.00 |
| Interest from Oct. 4, 1920 to date. | 10.39 |
| Total | 87.39 |

U. L. Greeley, Prothonotary

Fi fa to no 51 Feby Term 1923

Jan. 8, 1923. Praecipe of Plaintiffs Attorneys filed, directing the Prothonotary to strike off the judgment in the above case, for the reason that the same was prematurely entered.

# SEPTEMBER TERM, 1922

S. R. Miller
157½

W. J Anderson

Jan 10 1923 Recd of Deft by atty Four Dollars being Judgment costs by Defts atty 3.00 and 1.00 my costs
V. L. Gruley P.Q.

January 15 1923 Recd of Pltff Gruley Three Dollars costs
W. J Anderson
Atty for Deft

Allen Brown
vs.
John J. Oakleaf
Entered Sept. 11, 1922

Tax + entry (paid by Defts. Atty) 1.50
Costs on Trans. ($1.50 pd by Deft) 5.10
P.Q. Gruley Since 1,00

Appeal by Deft. from Judgment of H. E. Rossell, Esq., Justice of the Peace
Jan 10 1923 S. R. Miller Esq of Union City Pa appears for the Plaintiff. / See Paper filed

Jan 10. 1923, Settlement having been made, This case is dis=continued, S. R. Miller
Atty for Pltff

# NOVEMBER TERM, 1922

Arthur R. Thompson

Julia A. McGraw
vs
Thomas F. McGraw, Trustee
Entered Sept. 11, 1922

Pro. Greeley 5.75
A.R. Herring (paid by Plff) 1.70
Pro. for copy of Pet. order, and 3rd decree 3/4/25 11.20
Pro. since 2.50
Filing adv. & Rec acct 5.50

Jan. 26, 1923 Recd from Thos. F. McGraw $5.75, my costs.
V. L. Greeley, Pro

July 23 1925 Rec'd of Second Nat Bank of Titusville Pa Trustee Twelve Dollars costs
V. L. Greeley Pro

Aug 17-1925 pd Adv acct to Titusville Herald
V. L. Greeley Pro

Sept. 11, 1922, Petition of plaintiff presented in open Court and filed.

And now, this 11th day of September, 1922, the foregoing petition presented in open Court, and upon due consideration thereof, it is hereby ordered and directed by the Court that a rule be granted upon the above named Thomas F. McGraw, trustee for Julia A. McGraw, to show cause why he should not render a proper accounting to the said Julia McGraw as her trustee of any and all receipts and disbursements of money or property coming into his hands, and all disbursements made by him as such trustee, and to show why he should not be required to execute a proper bond for the protection and benefit of the said Julia A. McGraw and her interest in her deceased mother's estate, and why he should not disclose to the said Julia A. McGraw the depository of any money or funds now in his hands as her trustee. Rule made returnable to the first Monday of October, 1922, - fifteen days before which, a copy of the petition and rule shall be served on the said Thomas F. McGraw.

Per Curiam.

(See paper filed)

Sept. 11, 1922, Rule issued

Sept. 20, 1922, Proof of service of rule on Deft., Sept. 13, 1922, filed.

On Argument List for Sept. Term, 1922, No. 15.

Oct. 30, 1922. Petition of Julia A. McGraw to set aside and vacate deed of trust and for appointment of a Sequestrator or Trustee, etc. presented in open Court and filed. McG. f. 98.

Order of Court: And now, this 30th day of October, A.D. 1922, upon presentation and consideration of the foregoing petition, a rule is hereby granted on the above named Thomas F. McGraw, Trustee for Julia A. McGraw, petitioner, to show cause why the deed of assignment executed by her to him as trustee, dated August 30, 1921, should not be vacated, set aside and declared null and void, as well as any record thereof, and why a Sequestrator or Trustee should not be appointed by this Honorable Court to take possession of any property, real or personal, standing in the name or belonging to Elizabeth McGraw, deceased, late of the said City of Titusville, at the time of her decease, and hold same pending a true and correct account by the said Thomas F. McGraw, as such trustee, and why all papers, books, accounts, documents, money, and evidence of indebtedness, receipts for disbursements, and all other property of whatsoever nature now in the hands, possession or control of the said Thomas F. McGraw as such trustee belonging to the estate of his late mother, the said Elizabeth McGraw, deceased, should not be turned over and

Record continued on page 578

# NOVEMBER TERM, 1922

| | | |
|---|---|---|
| O Blare Kent ✓<br><br>2 | Petition of Charles N. Yonts and Nettie N. Yonts, his wife, for the Adoption of Leota Irene Rogers as their child & heir<br>Entered Sept. 11, 1922<br>Pro. Speeley 9-18-22# paid 3.00 | Sept. 11, 1922, Petition, consent of Ralph R. Rogers, surviving parent, and supporting affidavits annexed, presented in open Court and filed.<br>Decree.<br>And now, Sept. 11, 1922, upon presentation and consideration of the foregoing petition, it appearing to the Court that the surviving parent of the said Leota Irene Rogers has consented to the adoption prayed for, and the Court being satisfied that the welfare of the said Leota Irene Rogers will be promoted by said adoption, It is on motion of O Blare Kent, Esq. pro petitioner Ordered and Decreed that the prayer of the said petition be granted, and that the said Leota Irene Rogers shall assume the name of Leota Irene Yonts, and have all the rights of a child and heir of the said Charles N. Yonts and Nettie N. Yonts, his wife, and be subject to the duties of such child and heir. Per Curiam.<br>(Signed) Thos. J. Brather, P.J.<br>Same day, Certified copy of decree issued |

# NOVEMBER TERM, 1922

Victor Johns 10-29-23 V. L. G.

Leland J. Culbertson
3

Ella V. MacTyre
vs
Meadville Malleable Iron Company and E. R. MacTyre
Entered Sept. 11, 1922

| | | |
|---|---|---|
| | | # |
| Oct 24 1923 Rec'd of Deft by atty Four Dollars Jury fee. V. L. Greeley Pro. | Pro. Greeley | 2.00 |
| | Appraisers use of Plff | 4.00 |
| | Shff Cutshall on writ | 10.65 |
| | Pro. Greeley | 8.75 |
| | Jury-fee | 4.00 |
| | Atty | 3.00 |
| Jan 28 1924 Rec'd of Plff by atty Twenty One and 65/100 Dollars Shff & Prothy costs V. L. Greeley Pro. | Defts. Bill of costs | 13.86 |
| | Defts Attys fee | 50.00 |

Jan 28, 1924
Received $10.65 my costs from Pro Greeley
E. Blankshill Shff

Now Jan 28/24 this Judgment satisfied
Otto Kohler Atty

Of No. 15 September Term, 1922, Ex Doc.
Feigned Issue.

And now, September 11, 1922, It is ordered that an issue be formed in which Ella V. MacTyre shall be the plaintiff, and Meadville Malleable Iron Company and E. R. MacTyre defendant. And the claimant is 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.

(See paper filed) Per Curiam.

Sept. 26, 1922. Leland J. Culbertson, Esq., appears for plff., Ella V. MacTyre, claimant (See paper filed)

Sept. 26, 1922. Claimant's statement filed.

Sept. 26, 1922. Bond of Ella V. MacTyre, plaintiff and claimant, with Neil D. Fisher as surety, in the sum of $400.00, approved by Hon. Thos. J. Prather, P. J., and filed.

Nov. 8, 1922. Affidavit of defendant filed.

On Trial List for 2d Monday of Jan. 1923, No. 1.

Jan. 8, 1923. Continued on plaintiff's application. Per Curiam.

On Trial List for 1st & 4th Mondays of March, 1923. No. 1.

March 5, 1923. Continued on application of plaintiff, and by his consent, at his costs. Per Curiam.

And now, Sept. 14, 1923. Plaintiff by her attorney enters a rule to take the testimony of Ella V. MacTyre, an infirm witness. (See paper filed) Rule issued.

On Trial List for Fourth Monday of October, 1923, No. 1.

Oct. 22, 1923. Leave granted Leland J. Culbertson, Esq. to withdraw his appearance for E. R. MacTyre. Per Curiam. (See paper filed)

And now, October 22, 1923, Jury selected and sworn as follows: 1 H. R. Dodds, 2 Walter Steadman, 3 John Wentworth, 4 Bert Sutton, 5 Henrietta McGowen, 6 R. I. McKinney, 7 Mrs. Hiram Beck, 8 Monroe Williams, 9 Mrs. William Brown, 10 W. R. Tucker, 11 Alfred Cotton, 12 Milton August: twelve good and lawful persons, who upon their solemn oaths which they have taken, say, Oct. 22, 1923, they find for the defendant, Meadville Iron Company, for One hundred thirty-one and 59/100 Dollars

Oct. 22, 1923. Defts points filed Mc p. 136 M p. 105

Oct. 23, 1923. Defts. Bill of costs, $13.86 filed.

And now, Oct. 24, 1923, The fee of attorney for defendant, to be taxed as costs, is fixed at $50.00. Per Curiam. (See paper filed)

Debt $ 131.59

Int. from Oct. 22, 1923

M. page 105; Mc p. 136. Judgment on the Verdict Oct. 27, 1923

V. L. Greeley, Prothy.

4

Fred 2. Gulnac
vs.
F. L. Sargent and
Willis B. Jackson
Entered Sept. 11, 1922.

| | # |
|---|---|
| Pro. Greeley | 2.00 |
| Appraisers Fee of Plff | 4.00 |
| Stiff Butchall. on rule, 3.70 | |
| Pro Greeley on rule | 2.00 |

Of No. 57 September Term, 1922, Ex. Doc
Feigned Issue.

And now, to wit, Sept. 11, 1922, It is ordered that an issue be formed in which Fred 2. Gulnac shall be the plaintiff and F. L. Sargent and Willis B. Jackson defendants. And the said claimant is 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.

(See paper filed) Per Curiam.

# NOVEMBER TERM, 1922

| | | |
|---|---|---|
| Donald b Thompson | Miss. Lena Bump, by her foster-father and next friend, T. Devenny, vs. Margaret Keigan Issued Sept 13, 1922. # Tax + writ (atty pd) 2.00 Sheff. Leitshall (Paid) 4.00 Bro. Greeley, add'l (pd Sept 14/22) 1.50 | Capias in Trespass, Returnable to the First Monday of October next. Bail required in the sum of $500.00. Sept. 13, 1922. Affidavit of Lena Bump as to cause of action filed. Sept. 13, 1922. Supplemental affidavit to hold to bail filed. And now, Sept. 13, 1922. The bail in the above entitled case is hereby fixed at $500.00 Per Curiam (See praecipe filed) Writ returned: By virtue of the within writ to me directed, I arrested the said defendant, Margaret Keigan, at her dwelling house 984 Liberty Street, Meadville, Crawford County, Penna, within my said bailiwick, on Sept. 13, 1922; and the said defendant was by me committed to the County Jail of Crawford County in default of furnishing the bail as required by the Court. On the same day, an agreement having been effected between the parties, I released the said defendant from the County Jail aforesaid, upon the direction of the plaintiffs attorney. So answers A.B. Leitshall, Sheriff. |
| 5 | | Sept. 14, 1922, Affidavit of retraction and release from counter action by defendant, filed. And now, to wit, September 14, 1922, On motion in open Court, the plaintiff is granted leave to enter a discontinuance of the above entitled action; and Donald b. Thompson, Esq., Attorney for plaintiff, is hereby permitted to withdraw all papers filed in this case from the files of the Prothonotary's office, upon his receipt for same (See paper filed) Per Curiam |

J. A. Boland ✓

6

Petition of Edna J. Folsom

for

Satisfaction of a mortgage executed by Vincent Pitts in favor of Isaac Blystone, and recorded in Mortgage Book F page 346.

Entered Sept 14, 1922

Pro. Greeley 11-16-22½ paid 5.00
Sheff Cutshall 5.75
Printing - paid - 30.00

Nov 16-1922 Rec'd of Pro Greeley Five & 75/100 Dollars in full of Costs
H B Cutshall
Sheriff

Sept 14, 1922. Petition presented in open Court and filed

Now, September 14, 1922, upon presentation of the within petition and after due consideration, an order of this Court is directed to issue to the Sheriff of this county, directing him to serve legal notice of above petition and order and to make return thereof before the second Monday of November next.

Per Curiam.

Same day, Order issued to Sheriff.

Nov. 13, 1922. Sheriff's return with proof of publication annexed, filed.

Decree: Now, November 13, 1922, 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 Vincent Pitts to Isaac Blystone on the sixth day of July, 1846, and recorded in Crawford County Mortgage Book F. at page 346, 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.

(See paper filed)

Per Curiam.

Nov. 13, 1922, Certified copy of decree issued

# NOVEMBER TERM, 1922

Albert L. Thomas
vs
Geraldine Graven

Nov 15 1922 Rec'd of Plff by atty Fifteen and 63/100 Dollars Shff & Proo costs
V. L. Greeley Pro

Nov 15-1922 Rec'd of Pro Greeley Seven 39/100 Dollars My Costs
H B Cutshall
Sheriff of C

vs
Niles R. Graven
Issued Sept 14, 1922

| | | |
|---|---|---|
| Jas. Irwin (paid by Atty Sep. 15, 1922) | # | 2.00 |
| Shff Cutshall | | 2.60 |
| Shff Jarrett (paid) | | 5.18 |
| O. Blare Kent, Master (paid by Lit.) | | 25.00 |
| Pro Greeley | | 7.85 |
| Atty | | 3.00 |

Subpoena in Divorce
And now, Sept. 14, 1922, subpoena awarded, returnable to first Monday of November next.
(Signed) Thos. J. Grather, P.J.

Subpoena returned:- Oct. 7, 1922, served within subpoena in divorce upon respondent, by handing him a true and attested copy of same personally.
So answers David J. Jarrett, Sheriff

And now, Oct. 19, 1922, subpoena in divorce returned served as per above return by the Sheriff of Mercer Co, Pa
So answers H. B. Cutshall, Sheriff

And now, Nov. 6, 1922, O. Blare Kent, Esq. is appointed Master in this case.
By Hon Thos. J. Grather P.J.

(See paper filed) Com. issued.

Nov. 15, 1922, Testimony and report of Master filed.

On Argument List for Nov. Term, 1922, No 27.

Dec. 18, 1922. After due consideration a divorce is decreed as prayed, and at cost of respondent. Per Curiam.

Decree:- And now, to-wit, Dec. 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 Geraldine Craven be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Geraldine Craven, the libellant, and the said Niles R. Craven, 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.

J. A. Boland
8

Mary A. Perry
vs.
Halsey O. Perry
Issued Sept. 14, 1922

| | |
|---|---|
| Tax + entry (Atty's) | 2.00 |
| Shff. Cuthbert | 2.40 |
| Shff. Brown, Erie Co. | 4.23 |
| H.D. Andrews, Master | 26.50 |
| Pro. Greeley | 7.85 |
| Atty. | 3.00 |

Nov 16 1922 Rec'd of Pepp by atty Fourteen and 48/100 Dollars. Shff & Prothy Costs
V. L. Greeley Pro

Subpoena in Divorce;
Returnable to next term.
And now Sept. 14, 1922, subpoena awarded. (Signed) Thos. J. Prather, P.J.
Writ returned;
Served Halsey O. Perry, the within named respondent, by giving to him at Main & Priestly Avenue, Lawrence Park, Erie County, Pa., on Oct. 17, 1922, a true and attested copy of the within subpoena and making known to him the content of the same. So answers,
Julius Franz, Deputy Shff
M. D. Brown, Sheriff
And now, Nov. 14, 1922, Dickson Andrews, Esq., is appointed Master in above case as prayed for. By Hon. Thos. J. Prather, P.J.
(See paper filed) Dom issued.
Nov 16 1922 Testimony on part of Libellant and Report of Master filed.
On Argument List for Nov. Term, 1922, No. 23

Nov 16-1922. Rec'd of Pro. atty for 3 Co
J. A. Boland atty

Dec. 18, 1922. After due consideration a divorce is decreed as prayed, and at cost of respondent. Per Curiam.

Nov 16-1922 Rec'd of Pro Greeley Six & 65/100 Dollars My Costs
H. B. Cuthbert
Sheriff O.H.P

Decree:- And now, to-wit, Dec. 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 Mary A. Perry be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Mary A. Perry, the libellant, and the said Halsey O. Perry, 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

# NOVEMBER TERM, 1922

2 Leland J. Culbertson
vs
Harvey F. Bates

Mrs. Flossie Williams
vs
The New First National Bank of Meadville, Penna

Issued Sept. 16, 1922

| | # |
|---|---|
| Jay + writs (pfff paid) | 3.00 |
| Shff. Butchall | 4.40 |
| Pro. Greeley | |

Replevin for a certain note given by J. R. Hood and Lillian Hood, payable to B. E. Bortner and wife, being in the sum of Five hundred Dollars, dated May 7, 1921, and payable one year after date, with interest at five per cent the note having been endorsed by the said Mrs. B. E. Bortner and delivered to Mrs. Flossie Williams for value received; total value of said note being about five hundred fifty dollars. Returnable to first Monday of October next.

Sept. 16, 1922, Affidavit as to value of property filed.

Sept. 16, 1922, Plaintiffs bond in replevin, with P. H. Williams and L. A. Cole as sureties in the penal sum of $100.00, approved and filed.

Writ returned: Served the within writ on the within named, The New First National Bank of Meadville, Pa., by handing to M. A. Hirsch, cashier of said bank, at the New First National Bank of Meadville, Pa, in the City of Meadville, Pa., on Sept. 18, 1922, by handing to him a true and attested copy of the within writ, and making contents of same known to him. The defendant gave bond on Sept. 21, 1922, the same is hereto attached. So answers H. B. Butchall, Sheriff.

Oct. 5, 1922, Affidavit of B. E. Bortner for leave to intervene as party defendant, filed.

Now, Oct. 16, 1922, Upon presentation of the foregoing affidavit, leave is hereby granted to the said B. E. Bortner to intervene as a party defendant in the above entitled case. Per Curiam.

# NOVEMBER TERM, 1922

| | | |
|---|---|---|
| Roberts & Wasson<br><br>10 | Petition of Southern Surety Company for approval to become sole surety in Crawford County, Pa.<br>Entered Sept. 18, 1922<br><br>Pro. Greeley (Paid) #3.00 | Sept. 18, 1922 Petition with sundry exhibits attached, presented in open Court on the 14th inst., with decree, filed.<br>Decree: And now, September 14, 1922, upon presentation of the foregoing petition in open Court, and it appearing to the Court that the Southern Surety Company is a foreign corporation, chartered under the laws of the State of Iowa; and that the said Southern Surety Company is authorized under the laws of that State to guarantee the fidelity of persons holding places of public or private trust and to guarantee the performance of contracts and to execute bonds and undertakings required or permitted in actions or proceedings or by law allowed and that it has a fully paid up capital stock of over #250,000.00; and that it has complied with the provisions of the laws of Pennsylvania and is authorized by the laws of this State to become and be accepted as sole surety on all bonds and undertakings, and obligations required or permitted by law or the charter, ordinance, rules or regulations or any municipality, board, body, organization or public officer; and that the said Southern Surety Company has waived its right to carry any actions which may be brought against it in Crawford County to the Federal Courts, and agrees to submit to the jurisdiction of the Courts of the State of Pennsylvania.<br>It is therefore ordered that the Southern Surety Company is authorized to become sole surety on any bond, undertaking, recognizance or other obligation for the performance of any act, duty or obligation, or the refraining from any act that is required or permitted to be guaranteed<br>Per Curiam<br>(Signed) Thos. J. Prather, P.J.<br>(See paper filed) |

Feb. 20, 1923. Financial Statement of Southern Surety Company at close of business, December 31, 1922, filed.

Sept. 5, 1923. Certificate of authority to do business, by Deputy Insurance Commissioner of Penna., filed.- for year ending March 31, 1924

Apr. 27-1925- Cert of Ins Commissioner and Financial Statement at close of business ending Dec 31 1924 filed and fee of 1.00 paid See paper filed.

Feb. 16, 1926 Financial Statement at the close of business Dec. 31, 1925. filed and fee of 1.00 paid

Mch 22 1927 Financial Statement at the close of business as of December 31 1926 filed. (fee of 1.00 paid)

March 26, 1928, Financial Statement as of Dec 31, 1927, filed.

Feb. 25, 1929. Financial Statement as of Dec. 31, 1928, filed.

Feb 28, 1930 Financial Statement as of Dec 31, 1929, filed.

11

A. A. Higby, use of Martha R. Work, now use of Michael McNulty
vs.
Frank Hart
Entered Sept 18, 1922

Cro. Greeley Judgt Debt $225

Of No. 42 November 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 One thousand Dollars, being the amount of debt, now due on the original judgment with interest thereon from March 11, 1922,

Debt $1000.00
Int. from March 11, 1922.

No. p. 75

Judgment
V. L. Greeley, Prothy

Feby. 7, 1923 For value received this judgment debt, interest and costs is hereby set over and assigned to J. G. McNulty, without recourse.

John McNulty
Geo McNulty
Executors of Estate of
Michael McNulty, dec'd.

Feby 9. 1923 For value received I hereby sell, assign & transfer this judgment, debt interest and costs to Silas M. Nelson, of Cochranton, Crawford County, Pa. Witness my hand and seal.

Witness —
John O. McClintock.

J. G. McNulty (Seal)

April 10 1924 Recd Satisfaction in full debt interest and costs on the above judgment

Witness
Frank Hart
V. L. Greeley -

Silas M. Nelson
Per H. S. Nelson.

John O. McClintock & Walter J. McClintock

12

Petition of M. N. Williams and Mary Alena Williams, his wife, for Adoption of Blanche Frances Lang as their child and heir
Entered Sept. 18, 1922

Pro. Greeley (paid by Atty) # 3.00
Pro. Greeley (paid Oct. 8th/22) 2.00

Sept. 18, 1922. Petition for adoption affidavits and consent of mother of child, presented in open Court & filed.

Decree: And now, September 18, 1922 upon presentation and consideration of the foregoing petition, and it appearing to the Court from the evidence submitted therewith, that the father of the child Blanche Frances Lang has abandoned said child and has failed and neglected to support and care for and maintain the said child for eight years and upwards, from profligacy or other cause; and that the non-neglecting mother of said child has provided for the support and maintenance of said child, and that the mother has consented to the adoption of said child as prayed for, and the Court being satisfied that the welfare of said child will be promoted by said adoption, it is on motion of John O. McClintock, Esquire, Attorney for the Petitioners, ordered and decreed that the prayer of the petition be and the same is hereby granted, and it is ordered, adjudged and decreed that the said Blanche Frances Lang shall assume the name of Blanche Frances Williams, and have all the rights of a child and heir of the said M. N. Williams and Mary Alena Williams, his wife, and be henceforth subject to all the duties of such child and heir, equally with any other child or children of the petitioners. Per Curiam.

(See paper filed) (Signed) Thos. J. Brather, P.J.

Same day, certified copy of decree issued.

Oct. 16, 1922. Petition of Mrs. Blanche Louise O'Neal for revocation of decree of adoption, with consent of adopting parents annexed, presented and filed in open Court.

Decree: And now, October 16, 1922, the above and foregoing petition and statement having been presented and read in open Court, on consideration thereof, it being made manifest to the Court that the vacation and revocation of the decree which was made in the above entitled case on September 18, 1922, whereby the minor child of the petitioner, Blanche Louise O'Neal, namely: Blanche Frances Lang, was declared and became the adopted child and heir of M. N. Williams and Mary Alena Williams, his wife, is desired and has been requested by both parties to said adoption proceedings, and that such vacation and revocation of said decree of adoption will not be inimical or prejudicial to the welfare of said child, in whom no property rights have vested, or are likely to vest, under said adoption, therefore, the Court, in pursuance of and in compliance with said petition and request of both the parties as set forth in said petition and consent filed, do hereby order, adjudge

Continued on margin of this page.

(Contd from bottom of page) and decree that the said decree of adoption made September 18, 1922, in the above entitled case, be and the same is hereby vacated, set aside and revoked, and it is further ordered, directed and decreed that the said child re-assume her name of Blanche Frances Lang, and that she be returned and restored to the care, custody and possession of her mother, Blanche Louise O'Neal, and there be subject to all the duties of a child, with the same force and effect as if the said adoption decree had never been made

(Signed) Per Curiam.
Thos. J. Brather, P.J.

(See paper filed)

Same day, Certified copy of decree issued.

# NOVEMBER TERM, 1922

Albert L Thomas, Nov. 14, 1922
to W. Benedict
13
W. J. Sirdevan

Louis Crocker Burr
vs.
Anna Cecelia Burr
Issued Sept. 25, 1922

| | |
|---|---|
| Tax Writ (paid) | 2.00 |
| Shff. Cutshall, | 1.85 |
| Shff Cutshall on alias, | 1.85 |
| Shff. Cutshall on pras | 6.25 |
| Master (pd by Lib.) | 25.00 |
| Pro Greeley | 11.00 |
| atty | 3.00 |

Subpoena in Divorce, Returnable to first Monday of November next.

Sept. 25, 1922, Subpoena awarded as prayed for (Signed) Thos. J. Prather, P.J.

Subpoena returned: Nov. 6, 1922. The within named Anna Cecelia Burr not found in my bailiwick.

So answers H. B. Cutshall, Shff

Nov. 14, 1922, Albert L. Thomas, Esq. appears for libellant. (See paper filed)

Nov. 14, 1922, Alias subpoena in divorce issued, returnable to first Monday of January next.

Alias subpoena returned: Jan. 1, 1923. The within named Anna Cecelia Burr not found in my bailiwick.

So answers, H. B. Cutshall, Shff

Nov 14 1923 Rec'd of Pff by atty Twenty and 95/100 Dollars Shff + Proctrs Costs
V. L Greeley Pro

Nov 14-1923 Rec'd of Pro Greeley Nine + 95/100 Dollars Imy Costs
H B Cutshall
Shff

Jan. 2, 1923 Order issued for publication of Sheriff's proclamation, returnable to first Monday of Feb. next.

And now, February 5, 1923, 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

Feb. 5, 1923. W. J. Sirdevan, Esq. appears for respondent. (See paper filed)

Sur petition of respondent: And now, February 5, 1923, the within petition having been duly considered, rule granted on the libellant to show cause why he should not pay to the respondent a reasonable sum per week as alimony pendente lite and a reasonable sum as counsel fees herein; Rule returnable the First Monday of March, 1923: proceedings stayed in the meantime. Per Curiam (See paper filed) Rule issued.

March 5, 1923, Answer of libellant to respondents petition for alimony and counsel fees, filed, and service accepted by Attorney for respondent.

And now, Feb. 5, 1923, Upon consideration of the within, J. D. Roberts, Esq., is hereby appointed Master in the within case. (Signed) Thos. J. Prather, P.J. (See paper filed March 6, 1923) Com. issued

On Arg. List for Sep. Term, 1923 No. 1

Nov. 7, 1923. Leave granted W. J. Sirdevan, Esq., Attorney for respondent to withdraw his appearance in this case. Per Curiam (See paper filed)

Now, Nov. 8, 1923, rule for counsel fees and alimony pendente lite, is discharged without prejudice to consider respondents right thereto during the pendency of said action in divorce, or at any time before decree entered. (See opinion of Court filed) Nov. 15, 1923. Testimony and report of Master filed. Per Curiam.

Continued on page 364.

| | | |
|---|---|---|
| Jo W Benedict<br>14<br>W. J. Birdevan | ✓Charles Lowrey Weatherbee<br>vs.<br>✓Sadie M Weatherbee<br>Issued Sept. 25, 1922<br>#<br>Tax & writ (paid) 2.00<br>Cond. McKenzie (pd by Atty) 1.20<br>Bro. Greeley. | Subpoena in Divorce; Returnable to the First Monday of November next.<br>Sept. 25, 1922, Subpoena awarded as prayed for. (Sgd) Thos. J. Brother, P.J.<br>Subpoena returned. Served the within named Sadie M. Weatherbee, the respondent, at Titusville, Pa., Oct 9, 1922, by producing to her the original subpoena and informing her of the contents thereof, and by handing to her and leaving with her a true and attested copy thereof. So answers W. J. McKenzie, Const.<br>(See affidavit on subpoena.)<br>And now, Nov. 22, 1922, W. J. Birdevan, Esq. appears for respondent. (See Rule Doc. 12, p. 577)<br>And now, Nov. 23, 1922, Upon petition of respondent presented in open Court, it is ordered that the libellant show cause why he should not be ordered to pay a reasonable sum for the support of his wife and child as alimony, and a reasonable sum as counsel fees; returnable Dec. 4, 1922, proceedings stayed in meantime. Per Curiam. (See paper filed)<br>Same day, Rule issued. |

# NOVEMBER TERM, 1922

J. S. Patterson, Pittsburgh, Pa.
Roberts & Wasson
15

Nov 28 1922 Rec'd of J. P. Patterson atty Forty four Dollars Pro Greeley and Printing bills
V. Le Greeley Pro
Dec 13, 1922. Rec't of S. W. Lowing for $39.00 for publishing notice filed

Petition for appointment of a Trustee for the Methodist Protestant Church of Turnersville, Pa
Entered, Sept 25, 1922

| | # |
|---|---|
| Pro Greeley | 3.00 |
| Linesville Herald | 39.00 |
| Pro Greeley since | 2.00 |

Sept. 25, 1922, Petition presented in open Court and filed.

And now, Sept. 25, 1922, On motion of counsel for petitioner, a rule is granted to show cause why the prayer of the within petition shall not be granted, and the 6th day of November, 1922, at 10 o'clock A. M., is fixed for a hearing thereon; a copy of the said petition and this rule to be published for four successive weeks in Linesville Herald, a newspaper, of Crawford County, of general circulation.

Per Curiam.

Nov. 6, 1922, Proof of publication of notice filed.

And now, Nov. 6, 1922, 10 o'clock A. M., upon motion of the petitioner in the within case, hearing fixed for Nov. 6, 1922, at 10 o'clock A. M., is continued to Tuesday Nov. 28, 1922, at 2 o'clock P. M. Per Curiam (See paper filed)

Final Order:— And now November 28, 1922, this matter came on to be heard on rule granted Sep. 25, 1922, to show cause why the prayer of the petition for the appointment of a Trustee for the Turnersville Methodist Protestant Church of Turnersville, Pa. should not be granted; a copy of the petition and rule having been published for four successive weeks in one newspaper of said county, where said church is located, of general circulation, as required by the Act of 1921, P. L. 861, due proof of publication having been filed; no answer having been filed, the Court, upon consideration of the petition and the testimony taken at the hearing, finds as follows:—

1.— That J. Sala Leland, the petitioner, is a member of the Pittsburgh Annual Conference of the Methodist Protestant Church, which is the superior judicatory with which the said Turnersville Methodist Protestant Church, of Turnersville, Pa., has been connected, and the state body, or organization representative of the denomination, the Methodist Protestant Church, of which the said Turnersville Methodist Protestant Church of Turnersville was a member.

Continued on Page 422

2.— That the said Turnersville Methodist Protestant Church of Turnersville, located in the County of Crawford, has become inactive or extinct by reason of having no resident, or active trustees, or body corporate representing it, and has not for ten years last past and upwards maintained its organization or assembled for public worship, or had a pastor in charge, and has ceased to exist, by reason whereof said church has become inactive and extinct, and its property consisting of two pieces of ground, situate in the Village of Turnersville, Crawford Co., Pa., (described in the petition), one having erected thereon a frame church building, and the other a dwelling house, is liable to be wasted or destroyed.

# NOVEMBER TERM, 1922

| | | |
|---|---|---|
| J. E. Bossard<br><br>16 | Floyd L. Smith, use<br>of Mrs. Caroline Bossard,<br>vs.<br>John W. Braymer,<br>defendant,<br>and Sherman Hunter,<br>Garnishee.<br>Issued Sept. 26, 1922.<br><br>Tax & writ (paid by atty) 2.50<br>Shff Southall (paid by atty) 4.30 | Of No. 216 September Term, 1922<br>Attachment Execution,<br>Returnable to next term.<br>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 Sherman Hunter and summon him as garnishee.<br>Writ returned: Served the within writ on Sherman Hunter, Sept 26, 1922, and on John Braymer, Sept 28, 1922, by handing to each of them a true and attested copy of the writ, and making contents of same known to them. So answers, W. B. Southall, Shff |

# NOVEMBER TERM, 1922

| | | |
|---|---|---|
| L. W. Benedict ✓ 17 | Clarence Raymond Moore vs. Mina M. Moore Issued Sept. 28, 1922 | Subpoena in Divorce. Sept. 28, 1922 Subpoena awarded as prayed for. Returnable to next term. Per Curiam. (Signed) Thos. J. Brather, P.J. |
| | Tax writ (paid) 2.00 | Subpoena rec'd. Nov. 13, 1922 The within |
| | Shff. Butshall 1.85 | named M. Moore not found in my |
| | Shff. Butshall on alias 1.85 | bailiwick. So ans. A.B. Butshall, Shff. |
| Sep. 24, 1923 Recd from libellant per atty, $19.80, being Shffs and Pros costs. V.L. Greeley, Pro. | Shff. Butshall on Proc. 6.25 | Feb. 26, 1923. Alias subpoena in divorce |
| | Chas. B. Stegner, Master fee 25.00 | issued, returnable to the first Monday of |
| | Pro. Greeley 9.85 | April next. |
| | Atty. 3.00 | Alias subpoena returned: April 2, 1923, |
| | | the within named Mina M. Moore is |
| | | not found in my bailiwick |
| | | So answers A.B. Butshall, Shff. |
| | | April 4, 1923 Order issued for publication |
| | | of Sheriffs proclamation, returnable |
| | | to first Monday of May next |

Sept. 24, 1923
Received from Pro Greeley
$9.85 My Costs
A.B. Butshall Shff

And now, May 7, 1923. I, A.B. Butshall, 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 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, A.B. Butshall, Sheriff.

And now, July 2, 1923. Chas. B. Stegner, Esq. is appointed Master. By Hon. Thos. J. Brather P.J. (See paper filed) Com. issued.

Sept. 14, 1923. Testimony and report of Master filed.

On Argument List for Sept. Term, 1923. No. 16

Oct. 4, 1923. After due consideration a divorce is decreed as prayed.

Per Curiam.

And now, to-wit Oct. 4, 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 Clarence Raymond Moore be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between him, the said Clarence Raymond Moore, the libellant and the said Mina M. 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. (See paper filed) Per Curiam

# NOVEMBER TERM, 1922

| | | |
|---|---|---|
| O. Blare Kent<br>18 | Donna Barey<br>vs.<br>Stephen Barey, Jr.<br>Issued Sept. 29, 1922<br><br>Jay + writ (atty paid) 2.00<br>Shff. Butshall 1.85 | Subpoena in Divorce<br>And now, Sept. 29, 1922, subpoena awarded, returnable to the first Monday of November next.<br>(Signed) Thos. J. Grather P. J.<br>Writ returned: Nov. 6, 1922. The within named Stephen Barey, Jr. not found in my bailiwick. So ans, H.B. Butshall, Shff. |

# NOVEMBER TERM, 1922

| | | |
|---|---|---|
| W. J. Sirdevan<br>vs<br>19 | George J. Acton<br>vs<br>Anna L. Moody, Executrix of the last will and testament of George B. Moody late of Titusville, Pa., deceased<br>Issued Sept. 29, 1922.<br><br>Jay Twist 10-18-22 # paid. 2.00<br>Shff Kittshall Fees Shff 2.40 | Summons in Assumpsit. Returnable to the First Monday of November, 1922.<br>M. pages 244 & 245.<br>Writ returned: Nov 6, 1922, Summons returned by order of plaintiffs attorney<br>So answers, H. B. Kittshall<br>Sheriff |

# NOVEMBER TERM, 1922

Geo. Eldred
20
Arthur R. Thompson
Oct. 27, 1922. Esq. Pro.

Homer Lloyd McKalip
vs.
Virginia Marie McKalip
Issued Sept. 30, 1922

| | | # |
|---|---|---|
| Jax-writ (paid) | 2.00 | |
| Shff. Pattishall | 1.40 | |
| Boyd. Ashley (paid) | 1.65 | |
| Pro. Greeley | | |
| Comr. Fisher (pd by Lib.) | 5.00 | |

Subpoena in Divorce

And now, Sept. 30, 1922, Subpoena awarded, Returnable to next term.
(Signed) Thos. J. Prather, P.J.

Subpoena returned: On the 12th day of Oct., 1922, served the within subpoena in divorce on the defendant, by reading to her and making known to her the contents thereof, and leaving with her a true and attested copy, at her place of residence in Titusville, Crawford County, Pa.
So answers M. B. Ashley, Boyd.
(See affi. on subpoena)

Oct. 27, 1922, Arthur R. Thompson, Esq., appears for Deft. (See paper filed.

Oct. 27, 1922, Answer of respondent filed Service of same accepted by libellants Atty.

And now, Oct. 30, 1922, Upon affidavit of respondent, and motion in open court, a rule is granted on the libellant to show cause why he should not pay a reasonable sum for the support of his wife, Virginia Marie McKalip, and as and for counsel fee herein; Returnable to the first Monday of Nov. 1922; All proceedings stayed in the meantime. (See paper filed) Rule issued. Per Curiam.

Nov. 1, 1922. Acceptance of service of Rule by libellants atty. filed

Nov. 17, 1922. Testimony sur rule filed.

Nov. 17, 1922. Libellants answer to rule for alimony etc. filed, and service accepted by Attorney for respondent.

On Argument List for Nov. Term, 1922. No. 6.

Nov. 27, 1922. By consent of respondents counsel, libellant is directed that he pay to his wife Virginia McKalip $25.00 for counsel fee and $10.00 per week as alimony pendente lite. Proceedings stayed in the meantime. Per Curiam.

# NOVEMBER TERM, 1922

Brooks, English & Quinn (See Statement of Claim filed) 21

Otto Kohler

Sept 24 1925 Rec'd of Defts by atty Twenty Eight and 10/100 Dollars as Costs
V. L. Greeley P.D

Sept 27-1925 Rec'd of Pro Greeley two & 60/100 Dollars My Costs
H B Cutshall
O.K.P. Sheriff

Sept 28, 1925 Rec'd of Pro. Greeley seven & 00/100 Dollars my costs
Ivan Culbertson

Lee Marcy
vs.
Rieck-McJunkin Dairy Co.
Entered Sept. 30, 1922

| | # |
|---|---|
| Tax entry (pd by Defts) | 1.50 |
| Costs on Trans. (pd by Pltf) | 4.85 |
| Shff. Cutshall | 2.60 |
| Pro. Greeley | 9.75 |
| Comr. Robinson | 10.00 |
| Ivan Culbertson, Comr. | 7.00 |
| Pro Greeley wit & Co | 8.25 |
| atty | 3.00 |
| Sat | 50 |

Appeal by Defendant from Judgment of E. R. Zimmerman, J.P.

Nov. 27, 1922. Statement of claim filed and copy certified to Sheriff.

Served the within Statement of Claim on Otto Kohler, Defts. atty, on Nov. 27, 1922, at the Court-house in the City of Meadville, Pa, by handing to him a true and attested copy thereof.

So answers H. B. Cutshall, Shff.

Dec 12 1922 Affidavit of defense filed

On Trial List for 2nd Mon. of Jan 1923, No. 26

Jan. 17, 1923. Continued. Remanet. Per Cur.

On Trial List for 1st & 4th Mon. of Mar. 1923 No. 5

March - 1923 Continued by consent, and put to the foot of the 4th weeks list.

On Trial List for 4th Monday of Oct. 1923 No. 18.

And now, Oct. 9, 1923 Plff. by attys enters a rule for a commission to be issued to Theodore A. Robinson, Esq., 1020 Kirby Building, in the City of Cleveland, State of Ohio, to take the testimony of A.R. Boethelt and F. C. Coburn on the annexed interrogatories upon fifteen days notice to the defendant or its attorney of record, said testimony to be read in evidence on behalf of the plaintiff on the trial of the above entitled cause. (See paper filed) Same day, Interrogatories filed.

Oct. 23, 1923. Continued; Remanet Per Curiam.

Dec. 18, 1923. Plff. by attys enters a rule for a commission to be issued to Theodore A. Robinson, Esq, 1020 Kirby Building, in the City of Cleveland, State of Ohio, to take the testimony of A.R. Boethelt and F. C. Coburn on the annexed interrogatories upon 15 days notice to the defendant or its attorney of record, to be read in evidence on behalf of the plaintiff, on the trial. (See paper filed)

Same day, Interrogatories filed, & proof of service on Defts. atty filed.

On Trial List for 1st Monday of Jan. 1924, No. 5.

Jan. 3, 1924 Commission issued with interrogatories of Dec. 18, 1923, annexed

Jan 7 1924 Deposition on part of plaintiff of A.R. Boethelt and F. C. Coburn filed. (See paper filed.)

Jan. 7, 1924 Continued on application of plaintiff.

On Trial List for 1st Monday of March, 1924 No. 12. Feb. 25/24 Off list.

And now, Feb. 16, 1924 On motion in open Court, the time for trial of this case is fixed at 1st Monday of April, 1924, at 2 o'clock P.M.

(See paper filed) Per Curiam.

April 14, 1924 Agreement to try case before Judge without Jury filed.

May 6, 1925. Testimony on part of Deft. taken by Ivan Culbertson, Court Stenographer by consent of Counsel, filed, and Attys notified.

Same day, Case tried by the Court without a jury, taken for trial

May 25 - 1925 Testimony of L. L. Marcy et al filed.

Aug. 24, 1925. Plaintiffs requests for conclusions of law filed and Defts. requests for findings of fact and conclusions of law filed.

Aug. 31, 1925. Findings of fact, conclusions of law, opinion & order filed.

Record continued on page 444

# NOVEMBER TERM, 1922

| | | |
|---|---|---|
| 22<br>Otto Kohler | ✓ John McArthur<br>vs.<br>✓ Rieck McJunkin Dairy Co.<br>Entered Sept. 30, 1922<br><br>Tax + entry (pd by Atty) 1.50<br>Costs on Trans. (pd by Atty) 4.85<br>Geo. Greeley 1.50<br>Atty 3.00 | Appeal by Defendant from Judgment of E.R. Zimmerman, J.P.<br>And now, May 18, 1925. On motion in open court, judgment of non pros. granted against plaintiff for want of a statement of claim.<br>(See paper filed)<br>Per Curiam.<br>Judgment<br>W.L. Greeley, Pro.<br>M<sup></sup> page 139. |

# NOVEMBER TERM, 1922

J. E. Bossard
23

Feby 13 Recd of Deft Twenty two and 80/100 dollars unpaid Court costs
V. E. Greeley Pro

Feb 13 1923
Received $9.95 my costs from Pro. Greeley
H. B. Kutshall Shff

Ira C. Waid
vs
Anna B. Waid
Issued Sept 30, 1922

| | |
|---|---|
| Tax Writ (paid by Lib.) # | 2.00 |
| Shff. Kutshall | 1.85 |
| Shff. Kutshall on alias, | 1.85 |
| Shff Kutshall on proc | 6.25 |
| Jno. A. Northam, Master Pd | 25.00 |
| Pro. Greeley | 9.85 |
| Atty. | 3.00 |

Subpoena in Divorce
And now, Sept. 30, 1922, subpoena awarded, Returnable to First Monday of November, 1922.
(Signed) Thos. J. Brother, P.J.
Subpoena returned: Nov. 6, 1922, The within named Anna B. Waid not found in my bailiwick.
So answers, H. B. Kutshall, Shff.
Nov. 13, 1922, Alias subpoena in divorce issued, returnable to First Monday of January next.
Subpoena returned: January 1, 1923, The within named Anna B. Waid not found in my bailiwick. So answers
H. B. Kutshall, Shff.
Jan. 3, 1923. Order issued for publication of Sheriffs proclamation, returnable to First Monday of Feb. next

And now, Feb. 5, 1923. Made proclamation in the above entitled case according to law, and caused the same to be published in the Uochranton 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. Kutshall, Shff
And now, Feb. 5, 1923 John A. Northam, Esq. is appointed Master in this case By Hon. Thos. J. Brather P.J. Com. issued Feby 14 1923 Testimony and Report of Master filed
On Argt. List for Feb. Term, 1923. No. 18
March 5, 1923. After due consideration, a divorce is decreed as prayed. Per Curiam.
Decree. And now, to-wit Mar. 5, A.D. 1923 this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed & 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 Ira C. Waid be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted betweren him the said Ira C. Waid the libellant and the said Anna B. Waid 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

†

Roberts & Wasson

24

L. L. Lord Loo., use of J. A. Wygant vs. Oran Chase, defendant and Elizabeth Chase, terre tenant

Issued Oct. 4, 1922.

| | # |
|---|---|
| Pro. Greeley (Sff. pd) | 2.00 |
| Shff. Kutchall | 2.60 |
| Pro. Greeley | 2.25 |
| Atty | 3.00 |
| Original costs | |
| Sff. | 2.00 |
| Shff. Palmer | 2.60 |
| Pro. Greeley | 1.00 |
| Atty | 3.00 |
| | 18.45 |

Of No. 26 November Term, 1917.

Scire Facias to revive judgment and continue lien, et quare executionem non, (with notice to terre tenants, if there be any) Returnable to next term.

Writ returned: Served the within writ on the within named Oran Chase on Oct. 9, 1922 in the City of Meadville, Pa. by handing to him a true and attested copy of the within writ and making contents of same known to him. Nihil habet as to Elizabeth Chase. So answers A. B. Kutchall, Sheriff

And now, November 23, 1922, Upon praecipe of plaintiffs attorneys, judgment is entered against defendant Oran Chase for want of an appearance and liquidated at the sum of Sixty-eight and 40/100 Dollars, with interest from Oct. 31, 1922, and costs.

(See paper filed)

| | # |
|---|---|
| Debt | 68.40 |
| Int. from Oct. 31, 1922 | |

6. page 36

Judgment
P. L. Greeley, Pro.

Fi. Fa. to No. 60 Feb. Term, 1923.

Mch 27 1923 The above judgment assigned to J. A. Chase of 2nd ward of Meadville See paper filed

June 17, 1925 Received satisfaction in full of above judgment, debt, interest and costs.

J. A. Chase
Sw.

# NOVEMBER TERM, 1922

| | | |
|---|---|---|
| W. O. Morrow<br>25 | Hugh Maine<br>vs.<br>Mrs. De Ette Washburn, formerly Mrs. De Ette Aikens, alias Eleanor De Ette Aikens<br>Entered Oct. 5, 1922<br><br>Pro. Greeley (paid) $2.25<br>Atty 3.00<br>Original Costs:<br>Plff. 1.25<br>Atty Morrow, 3.00 | Of No. 230 September Term, 1917.<br>Amicable Scire Facias sur Judgment.<br>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 thereon, 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 Twenty-five hundred Dollars ($2500.00) and such collection fees as may be provided in the original; with interest from October 31, 1921.<br>Debt $2500.00<br>Int. from Oct. 31, 1921<br>Wp 238; A.p. 92 Judgment<br>V. L. Greeley, Pro |

J. Perry Eckels
26

Le Roy Heard
vs
Myria Heard
Issued Oct 6, 1922

| | | |
|---|---|---|
| | Tax Writ (Atty) | 2.00 |
| | Shff Cutchall | 1.85 |
| | A.L. Knapp, Master (paid by Pltff) | 25.00 |
| | Pro. Greeley | 8.85 |
| | Atty | 3.00 |
| | Shff. Cutchall on alias | 8.85 |

Feb. 13, 1923 Recd from Libellant per atty $19.55, being Shff. Cutchall $10.70 and Pro. Greeley $8.85.
W. L. Greeley, Pro.

Feb. 13, 1923
Received $10.70 in my costs from Pro. Greeley
T. B. Cutchall Sheriff

Subpoena in Divorce
And now, Oct. 2, 1922, subpoena awarded, Returnable First Monday of November, 1922.
(Signed) Thos. J. Prather, P.J.

Subpoena returned: And now, Nov. 6, 1922, the within named Myria Heard not found in my bailiwick.
So answers, T.B. Cutchall, Sheriff.

Nov. 8, 1922, Alias subpoena in divorce issued, returnable to first Monday of January next.

Alias subpoena returned: Served the within subpoena in divorce on the respondent personally on the 11th day of November, 1922, 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 T.B. Cutchall, Sheriff.

Nov. 6, 1922, Anthony L. Knapp, Esq. is appointed master in this case, by Hon. Thos. J. Prather, P.J. (Said paper filed)

Feb. 1, 1923 Testimony and report of Master filed.

On Arg. List for Feb. Term, 1923 No. 19

March 5, 1923, After due consideration, a divorce is decreed as prayed. Per Curiam.

Decree:- And now, to-wit, March 5, 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 Le Roy Heard be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him, the said Le Roy Heard the libellant, and the said Myria Heard, 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

# NOVEMBER TERM, 1922

George E. Alter
Attorney General
Frank M. Eastman
Special Attorney
O. Blare Kent
Attorney for Petitioner
27

Commonwealth of Pennsylvania
vs.
Merchants National Bank of Meadville
Entered Oct. 6, 1922

Pro. Speeley 1-1-23 paid 5.00

Petition of the Attorney General, filed pursuant to the Act approved May 16, 1919, P.L. 177, and the supplement thereto approved April 21, 1921, No. 117, praying for an order for the payment of certain unclaimed moneys into the State Treasury, without escheat.

And now, Oct. 16, 1922, it is hereby ordered and directed: 1, That the foregoing petition be received and filed, and the 28th day of Nov. A.D. 1922, at 10 o'clock A.M. be set for a hearing upon it, and further- 2. That service of a copy of said petition and of this order be made upon the said Merchants National Bank.

(See petition) Per Curiam

Oct. 18, 1922, O. Blare Kent, Esq. makes affidavit of service of copy of petition and order upon E. F. Weber, cashier of Deft bank. (See petition)

Order of Court.

And now, Nov. 28, 1922, proof of notice to the Merchants National Bank, Meadville, of the day set for a hearing in this cause having been made, and a hearing having been thereupon held on said date upon the petition filed in said cause, pursuant to the provisions of the Act approved May 16, 1919, P.L. 177, and the supplement thereto approved April 21, 1921, P.L. 211, and its appearing to the Court that the following moneys sought by said petition to be ordered paid into the State Treasury are escheatable to the Commonwealth, under the provisions of the Act approved June 7, 1913, P.L. 878, and the supplements thereto, and therefore subject to the jurisdiction of this Court under the provisions of said Act, approved May 16, 1919, to-wit:-

(For items see paper filed, No. 27, Nov. Term, 1922)

It is hereby ordered, adjudged and decreed that the unclaimed moneys amounting to $428.44/100, be forthwith paid by the said Merchants National Bank, Meadville, into the State Treasury, to the credit of the Commonwealth, under and subject to the provisions of the Act approved May 16, 1919, P.L. 177, and the supplement thereto approved April 21, 1921, P.L. 211; all the other moneys sought by said petition to be ordered paid into the State Treasury having appeared to the satisfaction of the Court, to have been claimed by and paid to persons entitled thereto, or not to be subject to escheat under the provisions of said Act, approved June 7, 1913, and the supplements thereto.

Per Curiam
Thos. J. Prather, P. J.

(See paper filed)

# NOVEMBER TERM, 1922

George E. Alter, Attorney General
Frank M. Eastman, Special Attorney
O. Blaine Kent, Attorney for Petitioner
28

Commonwealth of Pennsylvania
vs
New First National Bank of Meadville, Pa.
Entered, Oct. 6, 1922.

Pro. Greeley 1-1-23 # Paid 5.00

Petition of the Attorney General, filed pursuant to the Act approved May 16, 1919, P.L. 177, and the supplement thereto approved April 21, 1921, No. 117, praying for an order for the payment of certain unclaimed moneys into the State Treasury without escheat.

And now, Oct. 16, 1922, it is hereby ordered and directed (1) That the foregoing petition be received and filed, and that the 28th day of Nov., A.D. 1922, at 10 o'clock A.M. be set for a hearing upon it, and further (2) That service of a copy of said petition and of this order be made upon the said New First National Bank. Per curiam. (See petition)

Oct. 18, 1922, O. Blaine Kent, Esq. makes affidavit of copy of petition and order upon M.A. Hirsch, cashier of Deft. bank (See petition)

Order of Court

And now, Nov. 28, 1922, proof of notice to the New First National Bank, Meadville, of the day set for a hearing in this cause having been made, and a hearing having been thereupon held on said date upon the petition filed in said cause, pursuant to the provisions of the Act approved May 16, 1919, P.L. 177, and the supplement thereto, approved April 21, 1921, P.L. 211, and it appearing to the Court that the following moneys sought by said petition to be ordered paid into the State Treasury, are escheatable to the Commonwealth, under the provisions of the Act approved June 7, 1915, P.L., 878, and the supplements thereto, and therefore subject to the jurisdiction of this Court under the provisions of said Act approved May 16, 1919, to-wit:-

(For items see paper filed No. 28 Nov. Term, 1922)

It is hereby ordered, adjudged and decreed, that the said unclaimed moneys amounting to $278.57/100, be forthwith paid by the said New First National Bank, Meadville, into the State Treasury, to the credit of the Commonwealth, under and subject to the provisions of the Act approved May 16, 1919, P.L. 177, and the supplement thereto approved April 21, 1921, P.L. 211; all other moneys sought by said petition to be ordered paid into the State Treasury, having appeared to the satisfaction of the Court, to have been claimed by and paid to persons entitled thereto, or not to be subject to escheat, under the provisions under the provisions of said Act approved June 7, 1915, and the supplements thereto.

Per Curiam:
Thos. J. Brather, P.J.

(See papers filed)

# NOVEMBER TERM, 1922

George E. Alter
Attorney General
Frank M. Eastman
Special Attorney
O. Blare Kent
Attorney for Petitioner.
29

Commonwealth of Pennsylvania
vs.
Crawford County Trust Company, Meadville.
Entered Oct. 6, 1922

Pro. Greeley 1-1-23 # paid 5.00

Petition of the Attorney General, filed pursuant to the Act approved May 16, 1919, P.L. 177, and the supplement thereto approved April 21, 1921, No. 117, praying for an order for the payment of certain unclaimed moneys into the State Treasury without escheat.

And now, Oct. 16, 1922, it is hereby ordered and directed: (1) That the foregoing petition be received and filed, and that the 28th day of November, A.D. 1922, at 10 o'clock A.M. be set for a hearing upon it; and further (2) That service of a copy of said petition and of this order be made upon the said Crawford County Trust Company (See petition)

Per Curiam

Oct. 18, 1922, O. Blare Kent, Esq., makes affidavit of service of copy of petition and order upon Robert Gaskill, Secretary of Defendant company. (See petition)

Order of Court.

And now, Nov. 28, 1922, proof of notice to the Crawford County Trust Company, Meadville, of the day set for a hearing in this cause having been made, and a hearing having been thereupon held on said date upon the petition filed in said cause, pursuant to the provisions of the Act approved May 16, 1919, P.L. 177, and the supplement thereto approved April 21, 1921, P.L. 211, and its appearing to the Court that the following moneys sought by said petition to be ordered paid into the State Treasury, are escheatable to the Commonwealth, under the provisions of the Act approved June 7, 1913, P.L. 878, and the supplements thereto, and therefore subject to the jurisdiction of this Court, under the provisions of said Act approved May 16, 1919, to-wit:

(For items see paper filed).

It is hereby ordered, adjudged, and decreed that the said unclaimed moneys amounting to $13-8.34/100, be forthwith paid by the said Crawford County Trust Company, Meadville, into the State Treasury, to the credit of the Commonwealth, under and subject to the provisions of the Act approved May 16, 1919, P.L. 177, and the supplement thereto approved April 21, 1921, P.L. 211; all the other moneys sought by said petition to be ordered paid into the State Treasury, having appeared to the satisfaction of the Court to have been claimed by, and paid to persons entitled thereto, or not to be subject to escheat under the provisions of said Act, approved June 7, 1913, and the supplements thereto.

Per Curiam,
Thos. J. Prather, P.J.

(See paper filed)

# NOVEMBER TERM, 1922

Geo. E. Alter
Attorney General
Frank M. Eastman
Special Attorney
O. Clark Kent
Attorney for Petitioner
30

Commonwealth of Pennsylvania
vs.
Second National Bank, Titusville.
Entered Oct. 6, 1922

Petition of the Attorney General, filed pursuant to the Act approved May 16, 1919, P.L. 177, and the supplement thereto approved April 21, 1921, No. 117, praying for an order for the payment of certain unclaimed moneys into the State Treasury, without escheat

And now, Oct. 16, A.D. 1922, it is hereby ordered and directed: (1) That the foregoing petition be received and filed, and that the 28th day of November, A.D. 1922, at 10 o'clock A.M. be set for a hearing upon it, and further, (2) That service of a copy of said petition and of this order be made upon the said Second National Bank. Per Curiam.
(See petition)

Oct. 26, 1922. H.R. Conover makes affidavit of service of copy of petition and order upon J. M. Bennett, Cashier of Dept bank
(See petition)

Jan 1, 1922 Rec'd
Seven dollar costs
in this case
V. L. Greeley Pro
Jan 20 1923
Received of V. L. Greeley Prothy
2.00 my cost
H.R. Conover

Pro. Greeley 5.00
H.R. Conover, serving copy petition 1.00
H.R. Conover, serving order 1.00

Order of Court.

And now, Nov. 28, 1922, proof of notice to the Second National Bank, Titusville, of the day set for a hearing in this cause having been made, and a hearing having been thereupon held on said date upon the petition filed in said cause, pursuant to the provisions of the Act approved May 16, 1919, P.L. 177, and the supplement thereto, approved April 21, 1921, P.L. 211, and it appearing to the Court that the following moneys sought by said petition, to be ordered paid into the State Treasury, are escheatable to the Commonwealth under the provisions of the Act approved June 7, 1913, P.L. 878, and the supplements thereto, and therefore subject to the jurisdiction of this Court, under the provisions of said Act, approved May 16, 1919, to-wit.
(For items see paper filed).

It is hereby ordered, adjudged, and decreed that the said unclaimed moneys amounting to $379.24/100, be forthwith paid by the said Second National Bank, Titusville, into the State Treasury to the credit of the Commonwealth under and subject to the provisions of the Act approved May 16, 1919, P.L. 177, and the supplement thereto, approved April 21, 1921, P.L. 211; all the other moneys sought by said petition to be ordered paid into the State Treasury, having appeared to the satisfaction of the Court to have been claimed by, and paid to persons entitled thereto, or not to be subject to escheat under the provisions of said Act, approved June 7, 1913, and the supplements thereto.

Per Curiam,
Thos. J. Prather, P.J.

(See paper filed).

Dec. 11, 1922 H.R. Conover makes oath to return of service of copy of Order of Nov. 28, 1922, on Dept. (See paper filed)

# NOVEMBER TERM, 1922

George E. Alter
Attorney General
Frank M. Eastman
Special Attorney
O. Blare Kent
Attorney for Petitioner
3.1

Commonwealth of Pennsylvania
vs.
Certain moneys paid into or deposited in and now in the custody of the Court of Common Pleas for Crawford County.
Entered Oct. 6, 1922.

Pro. Greeley 1-1-23 # paid 5.00

Petition of the Attorney General, filed pursuant to the Act approved May 16, 1919, P.L. 177, and the supplement thereto approved April 21, 1921, No. 117, praying for an order for the payment of certain unclaimed moneys into the State Treasury, without escheat.

And now, Oct. 16, A.D. 1922, it is hereby ordered and directed (1) That the foregoing petition be received and filed, and that the 28th day of Nov. A.D. 1922, at 10 o'clock A.M. be set for a hearing upon it; and further, (2) That service of a copy of said petition and of this order be made upon the Prothonotary of this court. Per Curiam. (See petition)

Oct. 17, 1922, O. Blare Kent, Esq., makes affidavit of service of a copy of petition and order in this case upon V.L. Greeley, Prothonotary of this court. (See petition)

Order of Court.

And now, Nov. 28, 1922, proof of notice to V. L. Greeley, Prothonotary, of the day set for a hearing in this cause having been made, and a hearing having been thereupon held on said date upon the petition filed in said cause, pursuant to the provisions of the Act approved May 16, 1919, P.L. 177, and the supplement thereto, approved April 21, 1921, P.L. 211, and it appearing to the Court that the following moneys sought by said petition to be ordered paid into the State Treasury, are escheatable to the Commonwealth, under the provisions of the Act approved June 7, 1913, P.L. 878, and the supplements thereto, and therefore subject to the jurisdiction of this Court, under the provisions of said Act, approved May 16, 1919, to-wit:

(For items see paper filed)

It is hereby ordered, adjudged and decreed that the said unclaimed moneys amounting to $516.64/100, be forthwith paid by the said V. L. Greeley, Prothonotary, into the State Treasury, to the credit of the Commonwealth, under and subject to the provisions of the Act approved May 16, 1919, P.L. 177, and the supplement thereto, approved April 21, 1921, P.L. 211; all the other moneys sought by said petition to be ordered paid into the State Treasury, having appeared to the satisfaction of the Court, to have been claimed by and paid to persons entitled thereto, or not to be subject to escheat, under the provisions of said Act approved June 7, 1913, and the supplements thereto.

Per Curiam.
Thos. J. Prather, P.J.

(See paper filed)
Dec 22 1922 See receipt filed for $516.64

# NOVEMBER TERM, 1922

John Schuler
32

v Mahala Custard
vs.
v Francis J. Hamilton
Issued Oct. 6, 1922.

Pro. Greeley (pdp. paid) $ 2.00
Shff. Crutchfield cd 5.40
Pro Greeley cd 2,50
atty 3,00

Of No. 19 May Term, 1916
Sci Fa to Revive the above stated judgment, Returnable to First Monday of November, 1922.

Writ returned: Served the within writ on the within named Francis J. Hamilton on Oct. 9, 1922, at his residence in East Mead Township by handing to him a true and attested copy of the within writ, and making contents of same known to him.

So answers, H B. Crutchfield, Shff.

And now Nov. 15, 1922 came the plaintiff Mahala Custard by her Attorney John Schuler, and moves for judgment for want of an appearance and for want of an affidavit of defense and liquidates the same as follows.

Debt $2600.00
Int. from March 9, 1919 to Nov. 15, 1922 - $572.00
(See Rule Doc. 12 p. 5-75) Credit $171.00
Atty. Commission 150.00
Judgment $3151.05

Original costs to be brought forward.

Fi. Fa. to No. 53 Feb. Term, 1925.
March 14, 1928, Amicable Sci. Fa. to No. 36, May Term, 1928.

# NOVEMBER TERM, 1922

W. J. Sirdevan ✓
33

Charles Schultz
vs.
Georgia E. Schultz
Issued Oct. 6, 1922.

| | # |
|---|---|
| Jay & writ (paid) | 2.00 |
| Shff. Kuthall | - - |
| C.W. Benedict, Master (Add'l Subp.) | 25.00 |
| Pro. Greeley (pd by Lib. 5/3/23) | 7.85 |
| Atty | 3.00 |
| W. J. McKenzie on sub. & ret. | .40 |

Subpoena in Divorce, Returnable to first Monday of November next.

And now, October 11, 1922, subpoena awarded. (Signed) Thos. J. Brather, P.J.

Libellant prays to be awarded the care custody, control and maintenance of two children born to libellant and respondent on March 4, 1918, to wit Charles Schultz and Frederick Schultz. (See Libel)

Subpoena returned: Served the within subpoena upon Georgia Schultz the respondent therein named, on Nov. 14, 1922 in the City of Pittsburgh, Pa. by handing her a true and attested copy thereof personally, and at the same time exhibiting to and making known to her the contents of the original subpoena. So answers,

W. J. McKenzie, Constable

(See affidavit on subpoena)

And now, Nov. 6, 1922, On motion in open Court, C.W. Benedict, Esq., is appointed Master in this case. By Thos. J. Brather, P.J.
(See paper filed) Comm. issued.

May 12, 1923 Testimony and report of Master filed.

On Argument List for May Term, 1923, No. 17.

July 2, 1923 After due consideration, a divorce is decreed as prayed, and the custody of the children, Charles and Frederick, is awarded to libellant. Per Curiam.

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 Charles Schultz be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him, the said Charles Schultz the libellant, and the said Georgia E. Schultz 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 respondent, Georgia E. Schultz, shall not marry the said Deidey Faunce during the lifetime of the said libellant Charles Schultz. And it is further ordered That the custody of the children Charles Schultz and Frederick Schultz be & the same is hereby awarded to the said libellant Charles Schultz.

(See paper filed) Per Curiam

Leland J. Culbertson
3/4

June 11 1923 Recd of Plff by atty Ten and 70/100 dollars Shff & Proths costs
V. L. Grieb Pro

June 11th 1923 Recd of Pro Grieb Two & 85/100 Dollars Imp Costs
H. B. Critchfield Sheriff
Per O.S.P.

Received of Leland Culbertson Master Fee of $25.00
John C. Spencer

Eva L. Long
vs.
John B. Long
Issued Oct. 6, 1922

| | # |
|---|---|
| Jay & writ (paid) | 2.00 |
| Shff Critchfield | 2.85 |
| J. C. Spencer, Master pd | 25.00 |
| Pro. Greeley | 7.85 |
| Atty | 3.00 |

Subpoena in Divorce.

And now, October 6, 1922, subpoena awarded, Returnable to first Monday of November, 1922.

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

Subpoena returned: Served the within subpoena in divorce on the respondent personally, on the 14th day of October, 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. Critchfield, Sheriff

And now, Nov. 23, 1922 J. C. Spencer, Esq. is appointed Master in this case

By Hon. Thos. J. Prather, P.J.

(See paper filed) Com. issued.

Feby 5 1923 Testimony on the part of Libellant and report of Master filed. On Argt. List for Feb. Term, 1923. No. 20

March 5, 1923. After due consideration, a divorce is decreed as prayed, and at cost of respondent Per Curiam.

Decree:- And now, to-wit, March 5, 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 Eva L. Long be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Eva L. Long the libellant, and the said John B. Long, 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.

# NOVEMBER TERM, 1922

Leland J. Culbertson
35
Donald C. Thompson. Nov. 6, 1922 V. S. & I. Pro

Neva Pearl Karns
vs.
Lewis A. Karns
Issued Oct. 9, 1922
#

| | |
|---|---|
| Tax twrit (paid) | 2.00 |
| Shff Cutshall | 2.85 |
| H Carl Wasson, Master, | 25.00 |
| Pro. Greeley | 8.85 |
| Atty | 3.00 |

Subpoena in Divorce, and for custody of William A. Karns, aged two years, child of Libellant and Respondent
And now, Oct. 9, 1922, 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 16th day of October, 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, Nov. 6, 1922. On motion in open Court, H. Carl Wasson, Esq. is appointed Master in this case.
By Hon. Thos. J. Brother, P.J.
(See paper filed) Com. issued.

Nov. 15, 1922 Testimony and report of Master filed.
Feb. 5, 1923 Master's report approved. Per Curiam.
And now, Feb. 5, 1923, Libellant by her attorney enters a rule on respondent to show cause why a decree of divorce should not be made and entered herein, etc.; returnable 4th Monday of Feb. 1923, at 10 o'clock A.M. (See Rule Doc. 12, page 579) Rule issued.
On Argt. List for Feb. Term, 1923. No. 21.
March 5, 1923. After due consideration, a divorce is decreed as prayed and at cost of respondent. Per Curiam.
Decree:- And now, to-wit, March 5, 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 Neva Pearl Karns, be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Neva Pearl Karns the libellant, and the said Lewis A. Karns 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.
Now, July 2, 1923, the Court having on March 5, 1923, directed a decree in divorce in within case, said decree is further added to as follows: "And the custody of the child, William Karns, is awarded to libellant" Per Curiam.
(See back of Masters report)

Nov. 15, 1922 Rec'd $25.00 masters fee in this case
H. Carl Wasson
Master.

March 23 1923 Rec'd of Pfff by atty Elvern and 70/100 Dollars Shff & Prothy costs
V. L. Greeley Pro

March 23 1923
Received from Pro. Greeley $2.85 my costs
H B Cutshall
Sheriff

# NOVEMBER TERM, 1922

| | | |
|---|---|---|
| B. B. Pickett<br>36 | Solara Hazen<br>vs.<br>W. L. Wiard, Administrator, c.t.a. of Mary Hazen McClurg, otherwise known as Mary McClurg, deceased<br>Issued Oct. 10, 1922<br><br>Tax writ Gvd by Atty $2.00<br>Shff. Butshall 2.60<br><br>Jan. 12, 1923<br>Received $2.60 my costs<br>from BB Pickett Atty<br>H B Coulehan<br>Sheriff | Summons in Assumpsit, Returnable to the Second Monday of November, 1922.<br>W page 247; Mc page 131<br>Plaintiff demands a jury trial in this case.<br>Writ returned: Served the within summon on the within named W. L. Wiard on Oct. 27, 1922, by handing him a true and attested copy of the within summons and making contents of same known to him. So answers<br>N. B. Butshall, Shff |

# NOVEMBER TERM, 1922

| | | |
|---|---|---|
| B. B. Pickett<br>37 | B. B. Pickett<br>vs.<br>W. L. Wiard, Administrator c.t.a. of Mary Hazen McClung, deceased<br>Issued Oct. 10, 1922<br><br>Tax & writ'g'd by Atty 2.00<br>Shff Cutshall 2.60<br><br>Jan. 12. 1923.<br>Received $2.60 in my costs from B.B. Pickett Atty<br>T. B. Cutshall<br>Sheriff | Summons in Assumpsit, Returnable to the Second Monday of November, 1922<br>W. page 249; Mc. page 131.<br>Plaintiff demands a jury trial in this case.<br>Writ returned: Served the within summons on the within named W. L. Wiard on Oct. 27, 1922, by handing him a true and attested copy of the within summons and making contents of same known to him. So answers<br>T. B. Cutshall, Sheriff. |

# NOVEMBER TERM, 1922

August Delp
38

✓ Blanche Ring
vs
✓ Albert E. Ring
Issued Oct. 11, 1922

| | | |
|---|---|---|
| Tax + writ (pd by Lib) | | 2.00 |
| Shff. Cutshall | | 2.85 |
| J. E. Henretta, Master, (mil) | | 25.00 |
| Geo. Greeley, | | 7.85 |
| Atty | | 3.00 |

Dec 1 1922 Rec'd of Pff by atty Ten and 70/100 Dollars Shff & Prothy Costs
U. L. Greeley Pss

Dec 1 1922 Rec'd of Pff Greeley Two and 85/100 Dollars my costs.
H. B. Cutshall
Sheriff

Subpoena in Divorce
And now, October 11, 1922, subpoena awarded returnable 2d Monday of Nov. next.
(Signed) Thos. J. Brother, P.J.

Subpoena returned: Served the within Subpoena in Divorce on the Respondent personally on the 7th day of Nov. 1922, by delivering to him a true and attested copy of the same, and making known to him the contents thereof, as appear from affidavit as above.
So answers, H. B. Cutshall Shff.

And now, Nov. 13, 1922, J. E. Henretta, Esq. is hereby appointed Master.
By Thos. J. Brother, P.J.

(See paper filed) Commission issued.

Nov. 16, 1922, Testimony and report of Master filed.

On Argument List for Nov. Term, 1922, No. 24.

Dec. 18, 1922. After due consideration a divorce is decreed as prayed, and at cost of respondent.
Per Curiam.

Decree:- And now, towit, Dec. 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 Blanche Ring be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Blanche Ring, the libellant, and the said Albert E. Ring 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.

# NOVEMBER TERM, 1922

| | | |
|---|---|---|
| 39 | The Springs National Bank of Lambridge Springs, Penna. vs. Lewis L. Harrington Entered Oct. 11, 1922 Pro. Greeley (Plff) paid 2.25 | Of No. 52 November 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 Thirteen Hundred fifty-six and 1/00 Dollars, being the amount of debt, interest and costs, now due on the original judgment. Dated, Sept. 29, 1922 # Debt 1356.01 Int. from Sept. 29, 1922 Fa. in 178. Judgment V.L. Greeley, Prothy. |

April 13 1926 Rec'd satisfaction in full debt interest and costs on above judgment.
Springs Nat Bank of Lambridge Springs
Joseph Cohen

Albert L. Thomas

40

J. A. Northam Oct. no. 1922.

Minerva DeSilvey
and Thomas DeSilvey, her husband

vs.

S. S. Quinn

Issued Oct. 11, 1922

| | # |
|---|---|
| Jas. Twist (paid) | 2.00 |
| Shff. Kutshall | 8.80 |
| Pro. Greeley | 5.25 |
| Jury fee | 4.00 |
| Atty | 3.00 |
| Shff. Bill of costs | 57.08 |

Capias in Trespass, Returnable to next term. Bail required in the sum of $500.00.

Oct. 11, 1922. Affidavit to hold to bail filed.

Oct. 11, 1922. Plaintiffs statement of claim, filed.

Oct. 20, 1922. Affidavit of defense filed.

Writ returned. Served the within capias and statement of claim, on the deft. S. S. Quinn, on Oct. 14, 1922. Defendant gave bond which is hereto attached.

So answers A. B. Kutshall, Sheriff.

Oct. 21, 1922. Defts. bond with A. S. Quinn as surety in $500.00, approved, returned & filed.

On Trial List for 2nd Mon. in Jan. 1923. No. 8.

And now, January 16, 1923. Jury selected and sworn as follows: 1- Harry Ellis, 2- Mrs. Lottie Kepler, 3- Mrs. Emmia Barnard, 4- Glenn Curtis, 5- Mrs. Anna Martin, 6- Martin Weed, 7- James F. Bell, 8- Bert Hanna, 9- C. A. Schreck, 10- Wm. L. Russell, 11- George Kohmann, 12- John Palmquist - twelve good and lawful persons who upon their solemn oaths which they have taken say, same day, they find for plaintiff Minerva DeSilvey for the sum of thirty Dollars, and for the plaintiff Thomas DeSilvey, for the sum of one hundred fifty-one Dollars. O.R. 188.

Debt to Minerva DeSilvey, $30.00
Debt to Thomas DeSilvey 151.00
Int. from Jan. 16, 1923

2 pages

Judgment on Verdict Jan. 25, 1923
V. L. Greeley, Prothy.

And now Feb. 24, 1923, Received of deft. S. S. Quinn, debt, int. & costs in above case and Prothonotary is directed to satisfy judgment and also to enter exoneretur on bond filed.

Albert L. Thomas,
Atty. for Plaintiffs

And now, Jan. 25, 1923, Recd from Shff. per Atty, $4.00, being Jury fee in this case. V. L. Greeley, Pro.

Feby 24 1923 Recd of Shff atty Fourteen and 25/100 Dollars Shff & Prothys Costs

Feb. 24. 1923
Received from Pro. Greeley $8.80 my costs
A. B. Kutshall
Sheriff

# NOVEMBER TERM, 1922

Albert L. Thomas and
Fred D. Kilbert
41

Hester Journey
vs
Walter Journey
Issued Oct. 13, 1922

Subpoena in Divorce and for the custody of David Journey, 3 years of age, minor child of the parties.

And now, Oct. 13, 1922, subpoena awarded, Returnable to Second Monday of November next

Signed Thos J. Prather, P.J.

Subpoena returned: Nov. 13, 1922. The within named Walter Journey not found in my bailiwick.

So answers A. B. Kutshall, Shff.

Nov. 13, 1922 Alias subpoena in divorce issued, returnable to 1st Monday of January next.

Alias subpoena returned: Jan. 1, 1923. The within named Walter Journey not found in my bailiwick.

So answers A. B. Kutshall, Shff.

Jan. 2, 1923. Order issued for publication of Sheriffs proclamation, returnable to First Monday of February next.

And now, February 5, 1923, 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 A. B. Kutshall, Sheriff.

And now, Feb. 5, 1923. John Schuyler, Esq. is appointed Master in this case. By Hon. Thos. J. Prather, P.J. (See paper filed) Com. issued.

Feby 10 1923 Testimony as part of Libellant and Report of Master filed.

On Argt. List for Feb. Term, 1923, No. 22

March 5, 1923. After due consideration, a divorce is decreed as prayed, and at cost of respondent. Per Curiam.

Decree:- And now, to-wit March 5, 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 Hester Journey, the libellant be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Hester Journey, the libellant, and the said Walter Journey, 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 have liberty to marry again in like manner as if they had never been married.

Per Curiam

Feby 17 1923 Recd of Pff by atty Nineteen and 80/100 dollars Shff + Proctrs costs
U. L. Greeley Pro

Feb. 17 1923
Received $9.95 my costs from Pro. Greeley
A. B. Kutshall Sheriff

| | | |
|---|---|---|
| Tax + writ (pd by Lib) | # | 2.00 |
| Shff. Kutshall | | 1.85 |
| Shff. Kutshall on alias | | 1.85 |
| Shff. Kutshall on proc. | | 6.25 |
| Master Schuyler paid | | 25.00 |
| Pro Greeley | | 9.85 |
| atty | | 3.00 |

# NOVEMBER TERM, 1922

42

↓ Arthur Reese
vs
↓ John Reese
Entered Oct. 14, 1922

Pro. Greeley (plff-pd) 2.25

Of No. 256 May 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 Thirteen hundred fifty-nine and 60/100 Dollars, being the amount of debt, interest to July 28, 1922, and costs now due on original judgment.

Debt $1359.60
Int. from July 28, 1922.

R. page 153.

Judgment
V. L. Greeley, Prothy.

Am Sci Fa no 31 Nov Term 1927

# NOVEMBER TERM, 1922

J. E. Bossard ✓
43

A. E. Sliter
vs.
F. X. Foreman Deft
and Sylvester Shall and
Thomas Shall, Garnishee
Issued Oct 14, 1922

Tax & writ (pd by Atty) # 2.50
Shff. Cutshall, 3.50
Dis. (pd June 11, 1923) 1.00

Atty claims Shffs. costs have been paid
6/11/23 Ky Rec.

Of No. 321 September Term, 1922
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 Sylvester Shall and Thomas Shall, and summon them as garnishees.
Writ returned: Served the within writ on the within named Sylvester Shall and Thomas Shall on Oct. 19, 1922, by handing each of them a true and attested Copy of the within writ and making contents of same known to them. Nihil habet as to F. X. Foreman.
So answers. H. B. Cutshall, Sheriff.

June 11, 1923. I hereby ~~discontinue~~ discontinue the proceedings on the above writ.
J. E. Bossard, atty for Plaintiff

# NOVEMBER TERM, 1922

| | | |
|---|---|---|
| Thomas & Thomas<br><br>44 | Grand Union Tea Company<br>vs<br>✓ Geo. S. McCracken and<br>✓ H. B. Wasson<br>Issued Oct. 14, 1922<br><br>Geo. Greeley 2.00<br>Shff. Butshall 3.50 | Of No. 205 February Term, 1917<br>Scire Facias to revive the judgment in the above stated case; Returnable to next term<br>(See Plwies Fi. Fa. to No. 77 Nov. Term, 1922)<br>Writ returned: Served the within writ on the within named H. B. Wasson, on Oct. 17, 1922, by handing to him a true and attested copy of the within writ and making contents of same known to him. Also served the within writ on Geo. S. McCracken on Nov. 11, 1922, by handing to him a true and attested copy of the within writ, and making contents of same known to him. So answers<br>H. B. Butshall, Sheriff. |

| | | |
|---|---|---|
| Charles B. Stegner ✓<br><br>45 | Petition of James Redmond and Ida B. Redmond, his wife, for Adoption of Orrin Smith, a minor, son of B. W. Smith, as their child and heir<br>Entered Oct. 16, 1922<br>Pro. Greeley (paid) # 3.00 | Oct. 16, 1922. Petition with supporting affidavits annexed, presented in open Court and filed.<br><br>Decree.<br><br>And now, October 16, 1922, the Court upon consideration of the foregoing petition being satisfied that the welfare of the said Orrin Smith will be promoted by the adoption prayed for in said petition, does upon motion of Charles B. Stegner, Esq., for petitioners, grant the prayer of said petition, and do order and decree that said Orrin Smith shall assume the name of petitioners and be hereafter known and called by the name of Orrin Redmond, and shall have henceforth all the rights of a child and heir of the said James Redmond and Ida B. Redmond, his wife, equally with any other children they may have, and be subject to the duties of such child, in accordance with the provisions of the act of Assembly in such case made and provided. Per Curiam.<br>(Signed) Thos. J. Brather, President Judge.<br>Oct. 16, 1922, Certified copy of decree issued. |

# NOVEMBER TERM, 1922

Walter L. Peake
Don T. Smith
46
Otto Kohler

J. A. Winans
vs
The Safety Mutual Fire Insurance Company
Issued Oct. 17, 1922.

| | # |
|---|---|
| Tax Writ (pd by Atty) | 2.00 |
| Shff. Butshall | 7.85 |
| Pro. Greeley | 50 |
| Atty | 3.00 |

Oct 15 1923 Recd of Deft by atty Ten and 35/100 Dollars as costs
V. L. Greeley Pro

Oct. 15, 1923 Received from Pro. Greeley $7.85 My costs
H. B. Butshall Sheriff

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

Oct. 21, 1922, Otto Kohler, Esq, appears for defendant. (See paper filed)

Writ returned:

(a) Oct. 17, 1922 I hereby deputize the Sheriff of Lebanon County, Penn, to serve the within summons. H. B. Butshall, Sheriff.

(b) Served the within writ on the Safety Mutual Fire Insurance Company, defendant named within, by handing a true and attested copy thereof to Dr. J. R. Beckley, President of said defendant company, personally, in the City of Lebanon, Lebanon County Penna, on Oct. 19, 1922, and by making known to him the contents thereof.

So answers, William E. Albright
Deputy Sheriff.

(c) And now, Oct. 28, 1922, writ returned, Served as per attached return by the Sheriff of Lebanon County, Pa.

So answers H. B. Butshall, Sheriff.

Jan 24 1923 Plaintiffs Statement of Claim filed with acceptance of Service & Copy by Otto Kohler Defts attorney.

Feb. 7, 1923 Affidavit of defense filed.

Receive from the Safety Mutual Fire Ins Co. draft for Five hundred dollars in full settlement of this cause, the same to be marked discontinued & settled on payment of costs by Deft. Oct. 4, 1923.
Walter L. Peake

On Trial List for 4th Monday of Oct. 1923, Nov. Atty for Plff.

# NOVEMBER TERM, 1922

| | | |
|---|---|---|
| Anderson Lamb & Osborne | Melvin Taylor, minor by his father and next friend, M. B. Taylor, and M. B. Taylor in his own right, vs Erie Railroad Company. Entered Oct. 18, 1922. # | Summons in Trespass, Returnable to next term. Oct. 18, 1922 Appearance and acceptance of service by Albert L. Thomas, Esq., Attorney for Dept. filed, the same being as follows: "I hereby appear for the defendant in the above entitled case, waive the issuance of the summons by the Prothonotary and accept service of the writ, with the same force and effect as though the summons had been duly and regularly issued and service thereof duly made by the Sheriff of Crawford County upon the said defendant." (Signed) Albert L. Thomas, Attorney for Defendant. Now, October 18, 1922, I hereby confess judgment in this amicable action, in favor of the plaintiffs and against the defendant, in the sum of $5.00 in favor of M. B. Taylor, and $750.00 in favor of Melvin Taylor, minor child of M. B. Taylor. (See praecipe, etc.) (Signed) Albert L. Thomas, Atty for Defdt. |
| 47 | Tax & Pro. G. (paid) 2.00<br>Pro. Greeley (paid) 3.00<br>Atty 3.00 | Debt to M. B. Taylor # 5.00<br>Debt to Melvin Taylor # 750.00<br>Interest from Oct. 18, 1922<br>Judgment<br>V. L. Greeley, Pro. |

Corp. page 125

Oct. 18, 1922, Paper filed, to wit:

"Sir:

"Complete settlement having been made in the above stated case, you are authorized and directed to mark the same satisfied of record.

(Signed) Anderson Lamb & Osborne
Attorney for Plaintiff.

"To V. L. Greeley, Prothy"
"Oct. 18, 1922."

# NOVEMBER TERM, 1922

| | | |
|---|---|---|
| O Clare - Kent<br>48<br>Otto Kohler | James B Moyer<br>vs<br>R. D. Baker Co.<br>Entered Oct. 20, 1922<br><br>Tax + entry (Atty. paid) # 1.50<br>Costs on Trans. (Not paid by Dft) 13.54 | Appeal by Deft. from Judgment of Chas. W Sheetham, J.P.<br>Nov 19 1923 Plaintiffs Statement of Claim with acceptance of service by Otto Kohler Esq atty for Deft filed. (See papers.)<br>Dec 4, 1923 Affidavit of defense filed |

# NOVEMBER TERM, 1922

Albert L. Thomas
vs
Hazel G. Thompson
vs
Thomas Thompson
Issued Oct. 21, 1922

| | # |
|---|---|
| Tax & writ (paid) | 2.00 |
| Shff. Butchall | 6.25 |
| August Delp, master | 25.00 |
| Geo. Greeley | 7.85 |
| Atty | 3.00 |

Jan. 2, 1923 Received from Libellant per Atty, #14.10, being Sheriffs and Proz. costs.
V. L. Greeley, Pro.

Jan. 4. 1923
Received $6.25 my costs from Geo. Greeley
H. B. Butchall
Sheriff

Subpoena in Divorce
And now, Oct. 21, 1922, subpoena awarded first Monday of December next.
(Signed) Thos. J. Prather, P.J.

Subpoena returned: Served the within subpoena in Divorce on the Respondent personally, on the 4th day of Nov., 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. Butchall, Shff.

And now, Dec. 4, 1922, On motion in open court, August Delp, Esq., is hereby appointed Master in this case. (See paper filed)
By Hon. Thos. J. Prather, P.J.

Dec. 15, 1922, Commission issued.

Feby 9 1923 Testimony on part of Libellant and Report of Master filed.

On Argt. List for Feb. Term, 1923. No. 23

March 5. 1923. After due consideration, a divorce is decreed as prayed, and at cost of respondent. Per Curiam.

Decree:- And now, to-wit, March 5, 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 Hazel G. Thompson be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Hazel G. Thompson the libellant, and the said Thomas 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.

Dec 26 1923 Recd of Defendant Thomas Thompson Forty five and 10/100 Dollars prepaid costs and copy of decree
V. L. Greeley Pro

Feb 18, 1924 Recd of V. L. Greeley, Pro. Sixteen Dollars Thirty seven & 50 cents paid by respondent.
Albert L. Thomas
Atty

Geo. Eldred
50

Nov 1 1923 Rec'd of Depp by atty Nineteen and 80/100 dollars Shff & Prothys costs
U. L. Greeley Pro

Nov 15-1923 Rec'd of Pro. Greeley Nine & 95/100 Dollars my Costs
H B Cutshall
Sheriff

Maude S. Conley
vs
James Conley
Issued Oct. 21, 1922

| | # |
|---|---|
| Tax & writ (paid) | 2.00 |
| Shff. Cutshall | 1.85 |
| Shff. Cutshall, on al. | 1.85 |
| Shff Cutshall on Proc. | 6.25 |
| Pro. Greeley | 9.95 |
| Chas. B. Steiner, Master (Fee) | 25.00 |
| Atty | 3.00 |

Subpoena in Divorce, Returnable to first Monday of December next.
And now Oct. 21, 1922 Subpoena awarded
(Signed) Thos J. Prather, P.J.

Subpoena returned: Dec. 4, 1922, the within named James Conley not found in my bailiwick. So answers H.B. Cutshall, Sheriff.

Dec. 4, 1922. Alias subpoena in divorce issued, returnable to first Monday of Feb. next

Alias writ retd: Feb. 5, 1923, the within named James Conley not found in my bailiwick. So answers H.B. Cutshall, Shff

Feb. 5, 1923. Order for proclamation issued, returnable to first Monday of April next.

Order returned: April 2, 1923, Not advertised, through inadvertence. So answers H.B. Cutshall, Sheriff.

April 4, 1923. Alias order for proclamation issued, returnable to first Monday of May next.

And now, April 30, 1923, Chas. B. Steiner, Esq., is appointed Master to take testimony in the above stated case and report thereon to the Court. By Hon. Thos J. Prather, P.J.
(See paper filed) Commission issued.

And now, May 7, 1923 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 Spartansburg 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, H B Cutshall, Sheriff.

Sept. 14, 1923 Testimony and report of Master filed.
On Argument List for Sept. Term, 1923. No. 17.
On Argument List for Nov. Term, 1923, No. 11

Jan. 18, 1924 After due consideration, a divorce is decreed as prayed. Per Curiam.

Decree: And now, to-wit Jan. 18, A.D. 1924 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 Maude S. Conley be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Maude S. Conley the libellant, and the said James Conley 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 to 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

# NOVEMBER TERM, 1922

Leland J. Culbertson
51

Miss Phoebe Finney
vs
Clyde Smock and
Mack Smock
Issued Oct. 24, 1922.

| | |
|---|---|
| Pro. Greeley (pd See Fi Fa) | $ 2.00 |
| Shff Cutshall | 4.40 |
| Pro. Greeley | 2.25 |
| Atty | 3.00 |
| Unpaid Original costs: | |
| Isaac Mondersan Est. | 3.00 |
| Pro. Greeley on Fi. Fa. (paid See Fi Fa) | 85 |
| Shff Cutshall on Fi. Fa. | 8.00 |

Of No. 117 May Term, 1917.
Sci. Fa. to Revive Judgment,
Returnable to Dec. Term.
See Fi. Fa. to No. 84 Nov. Term, 1922.
Writ returned: Served the within writ on the within named Clyde Smock, on Oct. 29, 1922, by handing to him a true and attested copy of the within writ, and making contents of same known to him. Nihil as to Mack Smock. So answers, H.B. Cutshall, Shff.
And now, Nov. 22, 1922. On motion of plaintiffs Attorney, judgment is entered in favor of plaintiff and against defendant Clyde Smock, for want of an appearance and an affidavit of defence, and liquidated at the sum of One hundred and twelve and 75/100 Dollars, with costs. (See paper filed)

| | |
|---|---|
| Debt | $ 112.75 |
| Attys com. included | 7.50 |
| Int. from Nov. 22, 1922. | |

Judgment
D. L. Greeley, Prothy.

Dm. page 195.
Subject to further credit for int. and payment of $85.00.

# NOVEMBER TERM, 1922

J. E. Bilmer
John O. McClintock
Walter J. McClintock

52

Albert L Thomas
for Dft. May 23, 1924.

Aug 31, 1925 Rec'd of Plffs atty Thirty one and 90/100 Dollars Shff & Proctrs costs
E. L. Greeley Pro

S/F 1st 1925
Received from Pro. Greeley $20.40 in full costs
H B Butshall Sheriff

E B Lynn and John French, partners doing business under the name of Lynn & French.
vs
Agnes G. Reinhart,
Defendant,
Clarence H. Baker and Barbara J Baker,
Garnishees.
Issued Oct. 25, 1922

| | |
|---|---|
| Tax + writ (Plff. paid) # | 2.25 |
| Shff Butshall | 9.20 |
| Shff Butshall on alias, | 11.20 |
| Pro. Greeley, | 4.00 |
| Pro. G. for Co. | 1.00 |
| atty | 3.00 |

Foreign Attachment in Assumpsit,
Returnable to the first Monday of Nov. next.
To attach goods, chattels, moneys, effects, lands and tenements, and especially that certain bond and mortgage dated January 3, 1922 given by Clarence H. Baker and Barbara J. Baker, to said Agnes G. Reinhart, and the indebtedness secured by said bond and mortgage recorded in Mortgage Book No. 117, page 25, - of the defendant in the hands, possession and custody of the said Clarence H. Baker and Barbara J. Baker, and summon them as garnishees.
Bail to dissolve required in the sum of # 400.00
Oct. 25, 1922, Affidavit that plaintiffs' claim exceeds # 100.00, filed.
Oct. 25, 1922, Plffs. affidavit of cause of action and of non-residence of dft, filed.
Oct. 25, 1922, Statement of claim filed.
Writ ptd: Nov. 6, 1922, Nihil habet as to Agnes G. Reinhart Clarence H. Baker and Barbara J Baker not found in my bailiwick. So answers H. B. Butshall, Sheriff.
Nov. 9, 1923. Alias Foreign Att'. issued, returnable to first Monday of Dec. next, - naming George W. Clayton and Bluma A. Clayton, his wife, and Earl Haefeli and Georgia Haefeli, his wife, as additional garnishees.
Alias writ returned: Served the within writ on the within named George W. Clayton and Bluma Clayton, his wife, and Earl Haefeli on Nov. 21, 1923, in Conneaut Township, Crawford County, Pa., by handing to each of them a true and attested copy of this writ and making known to them the contents thereof, in the presence of John Hurley and Paul Lawrence two credible persons of the neighborhood. Nihil habet as to Clarence H Baker, Barbara Baker and Georgia Haefeli.
So answers H B Butshall, Sheriff.
And now, May 23, 1924 Albert L Thomas, Esq, appears for Agnes G. Reinhart, the defendant in this case. (See paper filed)
May 23, 1924 Affidavit of defense filed. Service of notice of same accepted by Plffs. Attys.
On Trial List for 1st Monday of Oct. 1924. No. 14
Oct 8, 1924 Continued on application of defendant. Per curiam.
And now, Nov. 3, 1924, A rule to show cause is granted why prayer of petition should not be granted, to wit, why the plaintiffs should not give security for costs, returnable to 4th Monday of Nov. 1924; all proceedings to be stayed in meantime. Per Curiam. (See petition filed)
On Trial List for 1st Mon. of Janry. 1925. No. 17.
Janry 5, 1925, Continued and ordered to the head of March list. Per Curiam
On Argt. List for 3rd Mon. Janry, 1925. No. 9.
On Trial List for 1st Monday of March, 1925. No. 1.

And now, Aug 31, 1925 this case being settled by the parties the same is hereby discontinued of record -
John O McClintock
Walter J McClintock
attys for Plffs.

Continued on page 403

# NOVEMBER TERM, 1922

J. E. Bossard
53

W. M. Bares
vs
A. J. Maloney, Deft and
The Carnation Milk
Products Company,
Saegertown, Pa. Garni-
shee.
Issued Oct. 27, 1922.

Tax + writ (Atty paid) 2.50
Shff Butshall 5.30
Pro Greeley (pd Dec 30/22) .50

Of No. 371. September Term, 1922.
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 Carnation Milk Products Company, at Saegertown, Pa., and summon them as Garnishees.

Writ returned: Served the within writ on A. J. Maloney, deft., Oct. 28, 1922, by handing to him a true and attested copy of writ, and making contents of same known to him. Served the within writ on the Carnation Milk Products Company, Saegertown, Pa., Garnishee, on October 28, 1922, by handing to J. F. Wassink, Supt. of said Company, a true and attested copy of the writ, and making contents of same known to him.
So answers R. B. Butshall, Sheriff.

December 30th 1922. I hereby discontinue further proceedings upon this writ of attachment execution and release the defendant and garnishee from all liability by virtue and and all property attached by virtue of this writ prior to this date.
J. E. Bossard, Atty
for Plaintiff.

December 30th 1922.- Received from the Carnation Milk Products Company by order of A. J. Maloney, one check for #47.98 and one check for #20.80 making a total payment of #68.78 which I disposed of as follows:
Paid costs to amount of #12.80 as follows:

| | |
|---|---|
| #5.30 | Sheriff |
| 1.50 | Pro Greeley |
| 1.50 | Entry of note |
| 2.50 | Tax & writ |
| 3.00 | Docket fee on Judg. |
| #12.80 | |

Applied to payment toward Judgment Debt on which this proceeding was issued ---------- #55.98
#68.78

J. E. Bossard, Attorney for Plaintiff.

# NOVEMBER TERM, 1922

Arthur R Thompson
54

Minnie Marie Atwell
vs.
John L. Atwell
Issued Oct. 30, 1922

5-14-24 #

| | |
|---|---|
| Tax & writ paid | 2.00 |
| Shff Cutshall | 9.85 |
| Dep | .50 |

Subpoena in Divorce with such alimony and counsel fees, pending the trial of this case, as the circumstances of the respondent will permit.

Now, this 30th day of October, 1922, subpoena awarded, Returnable the first Monday of December, 1922 (Signed) Thos. J. Brather, P.J.

Subpoena returned: Served the within subpoena in divorce on the Respondent personally on the 29th day of Nov. 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, Shff

May 14-1924 Recd of Pro Eneley Nine & 85/100 Dollars My Costs
H B Cutshall
O & P Sheriff

Now March 20 A 1924 this case is hereby discontinued

A R Thompson
Atty for Libellant

# NOVEMBER TERM, 1922

| | | |
|---|---|---|
| H. Earl Wasson<br>55 | ✓ Junia Garrity<br>vs.<br>✓ Martin J. Garrity<br>Issued Oct. 30, 1922<br><br>Tax writ (pd by att'y) 2.00<br>Shff Kutchall 1.85 | Subpoena in Divorce, with custody of Alice Garrity, infant child of the parties.<br>And now, Oct. 30, 1922, subpoena awarded, returnable to first Monday of Dec., 1922.<br>(Signed) Thos. J. Grather, P.J.<br>Subpoena returned: Dec. 4, 1922, the within named Martin J. Garrity not found in my bailiwick<br>So answers, H.B. Kutchall, Shff. |

Otto Kohler
56

May 29 1923 Recd of Plff by atty Forty five and 30/100 Dollars Shff Crosby & Masters Costs V. L. Greeley Pro

May 29. 1923 Received from Pro Greeley $9.95 my costs
H B Cutshall Sheriff

May 31, 1923 Received Master's Fee in this case from Pro. Greeley
O. Clare Kent

Margaret J. McCobb
Vs.
Kenneth C. McCobb
Issued Oct. 30, 1922

| | $ |
|---|---|
| Tax & writ (pd Oct. 31, 1922 | 2.00 |
| Shff. Cutshall | 1.85 |
| Shff. Cutshall on alias | 1.85 |
| Shff. Cutshall on proc. | 6.25 |
| Pro. Greeley | 10.35 |
| Atty | 3.00 |
| Master | 25.00 |

Subpoena in Divorce, with custody of Elizabeth J. McCobb, minor daughter of libellant.

And now Oct. 30, 1922, subpoena awarded, Returnable first Monday of Dec. next (Signed) Thos. J. Brather, P.J.

Subpoena returned: Dec. 4, 1922, The within named Kenneth C. McCobb not found in my bailiwick.

So answers H.B. Cutshall, Sheriff

Jan. 3, 1923. Alias subpoena in divorce issued, returnable to first Monday of February next.

Alias subpoena returned: Feb. 5 1923. The within named Kenneth C. McCobb is not found in my bailiwick.

So answers H.B. Cutshall, Sheriff

Feb 7, 1923. Order issued for publication of Sheriffs proclamation, returnable to first Monday of April next.

Order returned: Not advertised, through inadvertance.

So answers H.B. Cutshall, Sheriff.

April 2, 1923. Alias order issued for publication of Sheriffs proclamation, returnable to first Monday of May next.

And now, May 7, 1923, 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, H.B. Cutshall, Sheriff

And now, May 7, 1923. O. Clare Kent, Esq., is appointed Master in this case. By Hon. Thos. J. Brather, P.J. (See paper filed) Com. issued.

May 18 1923 Testimony and Report of Master filed

On Argument List for May Term, 1923, No. 18.

July 2, 1923. Divorce decreed as prayed, at cost of respondent, and the custody of the child Elizabeth is awarded to libellant.

Per Curiam.

Record continued on page 439

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 Margaret J. McCobb be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Margaret J. McCobb the libellant and the said Kenneth C. McCobb 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;

# NOVEMBER TERM, 1922

| | | |
|---|---|---|
| 57 | ✓ Dr J. F. Sanderson<br>vs.<br>✓ Dorothy Slobodnjak<br>Entered Oct. 30, 1922.<br><br>Tax + entry (paid by Deft) 1.50<br>Costs on Trans. (pd by Deft) 5.10 | Appeal by Deft. from Judgment of E.R. Zimmerman, Justice of the Peace. |

E W McArthur

58

In the Matter of the Incorporation of Adsit Cemetery Co. of Sadsbury Township

Entered Nov. 3, 1922

Pro. Greeley (paid Jan'y 23) 3.00

Nov. 3, 1922 Certificate for Incorporation filed

Decree:- And now Nov. 6, A. D. 1922, the within certificate of incorporation has been filed in the office of the Prothonotary of said Court since Nov. 3, 1922, and it appearing that publication of the intended application was made in the Tribune Republican, a newspaper of general circulation on the 11th day of Oct., 1922, and in the Conneaut Lake Breeze, also a newspaper of general circulation, on the 12th day of Oct., 1922; and has been published once a week in both of said papers since that time, as appears by entry therein, and due proof of such said publication having been therewith presented to me, I do hereby certify that I have perused and examined said instrument, and find the same to be in proper form, and within the purposes named in the first class of corporations specified in section 2 of the Corporation Act of Apr. 29, 1874, and that said purchasers are lawful, and not injurious to the community.

It is therefore ordered and decreed that the said Charter be approved and upon the recording of said Charter and its endorsement and this order in the office of the Recorder of Deeds in and for the County of Crawford, which is hereby ordered, the subscribers thereto and their associates and successors shall henceforth be a corporation for the purposes, and upon the terms, and under the name therein stated.

Per Curiam.

Thos. J. Prather, P. J.

# NOVEMBER TERM, 1922

Albert L. Thomas
59

Feby 17 1923 Rec'd of Plff by attorney Ten and 70/100 dollar Sheriffs & Prothys Costs
V. E. Greeley Esq

Feb. 17 1923 Rec'd from Pro. Greeley $7.85 my costs
H B Cutshall Sheriff

Ethel Spaid
vs.
Edward H. Spaid
Issued Nov. 6, 1922

| | | # |
|---|---|---|
| Tax twice (paid) | | 2.00 |
| Shff Cutshall | | 2.85 |
| W. B. Best, Master | | 25.00 |
| Pro. Greeley | | 7.85 |
| Atty | | 3.00 |

Subpoena in Divorce.

And now November 6, 1922, subpoena awarded returnable to first Monday of January next.

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

Subpoena returned. Served the within subpoena in divorce on the respondent personally, this ninth day of November, 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, Jan. 2, 1923, Wesley B. Best, Esq. is appointed Master in this case. (See paper filed) By Hon. Thos. J. Brother, P.J.

Same day Commission issued.

Feb. 15, 1923 Testimony and report of master filed.

On Argt. List for Feb. Term, 1923, No. 24.

March 5, 1923. After due consideration, a divorce is decreed as prayed, and at costs of respondent. Per Curiam.

Decree:- And now, to-wit, March 5, 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 Ethel Spaid, be divorced and forever separated from the nuptialties and bonds of matrimony heretofore contracted between her, the said Ethel Spaid the libellant, and the said Edward H. Spaid, 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.

# NOVEMBER TERM, 1922

O. Klare Kent
60

Jessie B. Patton
vs.
Harry G. Patton
Issued Nov. 6, 1922

| | # |
|---|---|
| Tax & writ | 2.00 |
| Shff. Cutshall | 2.85 |
| J.E. Bossard, Master, | 25.00 |
| Pro. Greeley | 7.85 |
| atty | 3.00 |

Subpoena in Divorce

And now, Nov. 6, 1922, subpoena awarded returnable to the first Monday of January next. (Signed) Thos. J. Grather, P.J.

Subpoena returned: Served the within Subpoena in Divorce on the Respondent personally, on the seventh day of Nov. 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

Jan. 2, 1923. Jeff. E. Bossard, Esq. is appointed Master in the above case.

By Hon. Thos. J. Grather, P.J.

See paper filed.

Same day, Commission issued.

Feby 15 1923 Testimony on part of Libellant and Report of Master filed

On Arg. List for Feb. Term, 1923. No 25

March 5, 1923. After due consideration, a divorce is decreed as prayed, and at cost of respondent. Per Curiam.

Decree:- And now, to-wit, March 5, 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 Jessie B. Patton be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her the said Jessie B. Patton, the libellant, and the said Harry G. Patton 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 shall be at liberty to marry again in like manner as if she had never been married.

Per Curiam.

Feb. 3, 1923 Received from Libellant per atty, $12.70, being Jay writ $2.00, Pro. Greeley fine $7.85 & Shff. Cutshall $2.85

V. E. Greeley, Pro

Feb. 5, 1923. Received from Pro. Greeley $2.85 in my costs

H.B. Cutshall Shff

# NOVEMBER TERM, 1922

61

Helen M. Miller, use
of G. F. Eisele, now use
of Mary E. Nimes
vs.
E. Lowry Nimes and
Roy S. Peters, terre
tenant.
Entered Nov. 7, 1922

Pro. Greeley (paid by Def't Rep. Peters) 2.25
Original Costs:
Plff. 6.65
Atty Northam 3.00

Apl No. 13 February Term, 1918.
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 Eleven Hundred Dollars, being the amount of debt, interest and costs now due on the original judgment.
Debt $1100.00
Int. from Nov. 11, 1922
Jud'g'm't Docket 61; Page 152.
Judgment
W. L. Greeley, Pro.

Oct 1 1928 The above judgment Satisfied of record. (See paper filed.)

# NOVEMBER TERM, 1922

| | | |
|---|---|---|
| 62 | √ Venire for the First Monday of December, 1922. Issued Nov. 8, 1922<br><br>Pro. Speedy, 2.75 | Venire to draw and summon fifty qualified persons to be Traverse Jurors for the Court of Common Pleas to be held the First Monday of December next.<br>Venire returned:<br>And now, Dec 4, 1922, I, H. B. Kutchall Sheriff of Crawford County, do hereby certify and make return that I have summoned the fifty 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 Dec. 1922, except—<br>George Beckman, not found,<br>Geo. B. Leiphart, out of State,<br>Willis Smith, out of County,<br>H. A. Frey, sick.<br>who are not found in my bailiwick.<br>So answers,<br>H. B. Kutchall, Shff |

# NOVEMBER TERM, 1922

| | | |
|---|---|---|
| T. Perry Eckels. | E. B. Sweeney and L. J. Stevens, doing business as Sweeny and Stevens vs. A. M. Cunningham Entered Nov. 8, 1922 | Appeal by Defendant from Judgment of James D. Roberts, Esq., Alderman. January 8, 1923. Statement of claim filed. January 18, 1923. Affidavit of defense filed. |
| 63 Thomas & Thomas | Tax on entry (paid by Deft) $ 1.50<br>Costs on Trans. (paid by Deft) 6.88<br>Bro. Greeley 5.50<br>Jury Fee 4.00<br>Atty 3.00 | On Trial List for 1st & 4th Mondays of Mar. 1923, No. 18.<br>And now, March 8, 1923, Before the Hon. James A. McLaughry, P. J. of the 35th Judicial District, specially presiding,- a jury was selected and sworn as follows; 1- Bert Waid, 2- Fred A. Moser, 3- H. A. Haugh, 4- Harrison Ellsworth, 5- Adelbert Kidwell, 6- D. G. Garfield, 7- Charles Drake, 8- J. H. Morrisey, 9- J. E. Campbell, 10- Clarence Ellis, 11- U. L. Wood, 12- Glenn Hoffman: twelve good and lawful men, who upon their solemn oaths which they have taken, say, same day, they find for the plaintiff in the sum of One hundred fifty-four and 80/100 Dollars, with interest from date of last purchase. 6. page 249.<br>And now, March 12, 1923. A rule to show cause why a new trial should not be granted, is hereby awarded.<br>(See paper filed)<br>Per Curiam. |

# NOVEMBER TERM, 1922

Albert L. Thomas

Plaintiff's Writ, Nov. 13, 1922 U.S. Pro.

Jan 7, 1924 Received of Pro. Greeley $5.00 being Tax & Writ $2.00 and docket fee $3.00
Albert L. Thomas
By F. C. Kidnt

Jan 7 1924 Rec'd of Deft by atty Eighteen and 30/100 Dollars costs in this case
V. L. Greeley Pro

Jan 9-1924 Rec'd of Pro Greeley Nine & 30/100 Dollars my costs
H. B. Cutshall
Sheriff

W. J. Sheldon
vs.
Mary M. Mattocks
Issued Nov. 9, 1922.

| | | |
|---|---|---|
| Tax & writ (Atty fee) | # | 2.00 |
| Shff. Cutshall | | 9.30 |
| Pro. Greeley | | 3.50 |
| atty | | 3.00 |
| Dis | | .50 |

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

Nov. 9, 1922. Affidavit that plaintiffs claim exceeds $300.00 filed.

Nov. 9, 1922. Plaintiffs statement of claim filed and copy certified to Sheriff.

Writ returned: Served the within summons and plaintiffs statement of claim on the within named Mary M. Mattocks on Nov. 10, 1922, at Springboro, Pa., by handing to her a true and attested copy of each, and making contents of same known to her.

So answers H. B. Cutshall, Shff.

And now, Nov. 20, 1922, Rule to show cause granted why statement of claim heretofore filed in this case should not be stricken off. Returnable to next term.

(See paper filed) Per Curiam.

Nov. 23, 1922. Amendment allowed to statement of claim.

(See paper filed) Per Curiam.

Nov 27 1922 Affidavit of Defense filed. See paper

January 30, 1923. Plaintiffs [amended] statement of claim filed

On Trial List for 1st and 4th Mondays of March, 1923, No. 15.

Feb. 26, 1923. Continued by consent.

On Trial List for 4th Monday of Oct. 1923, No. 7.

Oct 22, 1923.

This case settled and discontinued.

Albert L. Thomas
By F. C. Kidnt
Atty for Plaintiff

# NOVEMBER TERM, 1922

| | | |
|---|---|---|
| 65<br>John O. McClintock<br>Walter J. McClintock | ✓ b. b. Obls<br>vs.<br>George Tower<br>Entered Nov. 9, 1922<br><br>Tax & entry (pd by Deft) 1.50<br>Costs on Trans. ($1.00 paid) 5.50 | Appeal by Defendant from Judgment of Harry L. Bail, Justice of the Peace. |

66

In the Matter of the General Election for the year 1922
Entered Nov. 9, 1922.

Bro. Greeley

And now, November 9, 1922 It is ordered that John Schuler, Milton S Burchard, Frank Runselman and Anna Walter be and they are hereby appointed officers of this Court to assist in tabulating, computing and certifying the votes cast at the General Election held in the County of Crawford on the 7th day of November, 1922. Per Curiam
(See paper filed)

Nov. 9, 1922 Oath of Assistants taken and filed.

Nov. 11, 1922, Official computation table of the vote in Crawford County, cast at the General Electo Nov. 7, 1922, filed.

Nov. 11, 1922, General Certificate of Result filed

Nov. 11, 1922, Separate certificates of votes issued and transmitted to the Secretary of the Commonwealth, as follows:

1. Cert. of Vote for U. S. Senator, term ending March 4, 1923; vote for U. S. Senator, term Beginning March 4, 1923; vote for U. S. Senator, term ending March 4, 1927.
2. Vote for Governor, Lieutenk Governor and Secretary of Internal Affairs
3. Vote for Judge of Superior Court.
4. Vote for Representative in Congress, 29th District.
5. Vote for Representative in the General Assembly.
6. Vote for Senator in the General Assembly, Fiftieth District.
7. Vote for and against Const. Amendment Art. 15, Sec. 1.

Nov. 11, 1922. Certificate of vote for Representative in Congress issued to be handed to District Return Judge.

Nov. 11, 1922. Certificate of vote for Senator in General Assembly issued to be handed to District Return Judge.

# NOVEMBER TERM, 1922

67

In the Matter of the Election of a Senator in the General Assembly, for the Fiftieth Senatorial District
Entered Nov. 13, 1922

Pro. Speeley

And now, November 13, 1922,- Arthur V. Leberman is appointed Return Judge for the County of Crawford, to meet with the Return Judge appointed for the County of Mercer, at such time and place as required by Law, to compute and certify the vote of the Fiftieth Senatorial District of the Commonwealth of Pennsylvania, for the office of Senator in the General Assembly of Pennsylvania, at the election held on November, 1922.

Per Curiam.

(See paper filed)

Same day, Certificate of appointment issued.

Nov. 14, 1922, Certificate of appointment of L. E. Brockway, Return Judge for Mercer County with Return of vote in said county, filed; and oath of Return Judge taken and filed.

Same day, Consolidated return of vote of 50th Senatorial Dist. filed, and certified copy transmitted to Secy of Com.

# NOVEMBER TERM, 1922

| | | |
|---|---|---|
| √ | In the Matter of the Election of a Representative in Congress for the 29th District of Pennsylvania Entered Nov. 16, 1922 | Now, November 13, 1922, D. W. Winans is appointed Return Judge for the County of Crawford, to meet with the Return Judge for the County of Erie, at such time and place as required by law, to compute and certify the vote of the Twenty-ninth Congressional District of the Commonwealth of Pennsylvania for the office of Representative of said District in the House of Representatives of the United States, at the election held on November 7, A. D. 1922. |
| 68 | Grs. Greeley. | (See paper filed) Per Curiam. |
| | | Nov. 16, 1922, Certificate of appointment issued. |
| | | Nov. 21, 1922, Certificate of vote in Erie Co. for member of Congress filed. |
| | | Nov. 21, 1922, Consolidated return of vote of 29th District filed and certified copy transmitted to the Secy. of the Commonwealth. |

| | | |
|---|---|---|
| Tray & Parker (Oil City Pa.) | In the Matter of the Satisfaction of the Mortgage given by Amanda T. Baker to Hector M. Fraizer Entered Nov. 13. 1922 | Record Continued from page 340 No. 148 September Term, 1922 |
| 148 | | |

situate in the First Ward of the City of Titusville, Crawford Co., Pa, bounded and described as follows:

Beginning at a point in the north line of East Walnut St., marking the southeast corner of lot No. 82, on the map of Kerr's Addition to the Borough of Titusville. Said point being about 240 ft. east from the northeast corner of Drake and Walnut Streets; thence north 180 feet in a line parallel with the south line of said alley and parallel with Walnut Street 60 feet; thence south in a line parallel with Drake Street, 180 feet to a point in the north line of Walnut Street; thence west along said north line of Walnut St. 60 feet to the point the place of beginning. The land herein conveyed being and intended so to be lot No. 83, on the map of Kerr's Addition to the Borough of Titusville, which map is of record in the Recorder's Office for Crawford County, Penna.:—

upon payment of the costs due relative to the entry of said satisfaction of said mortgage, or any proceedings thereon. Which said satisfaction so entered, shall forever thereafter discharge, defeat, and release the same, 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

Thos. J. Prather, J.

| | | |
|---|---|---|
| | In the Matter of the Appointment of a Trustee, for The Methodist Protestant Church of Turnersville, Pa. Entered Nov. 28, 1922 | Continued from Page 365 No. 15 November Term, 1922 |
| 15 | | 3. – That the Board of Church Extension of the Pittsburgh Annual Conference of the Methodist Protestant Church, incorporated under the laws of the State of Pennsylvania, pursuant to the laws of said denomination, and having its domicile in the City of Pittsburgh, Allegheny County, Pennsylvania, is an appropriate board or agency of said religious organization to take, to administer, hold and dispose of the title to the property of the said Methodist Protestant Church of Turnersville.<br>And upon full hearing of the matter, the Court is of the opinion that an order appointing the Board of Church Extension of the Pittsburgh Annual Conference of the Methodist Protestant Church, a corporation having its domicile in the City of Pittsburgh, Allegheny County, Pa. trustee, will most likely preserve the property of the said Methodist Protestant Church of Turnersville, in the interests of the denomination within the state or elsewhere, according to the uses to which it was intended to be devoted; and it now appoints the Board of Church Extension of the Pittsburgh Annual Conference of the Methodist Protestant Church, trustee, to take to administer, hold, and dispose of the title to the property of the said Methodist Protestant Church of Turnersville.<br>Per Curiam<br>Thos. J. Prather, P.J. |

In the Matter of the assignment of L. D. Borey for benefit of creditors

Record continued from page 118 of No. 6 May Term, 1922.

become absolute and thereupon said assignees are authorized to execute and deliver to the said purchaser deed for said real estate upon receiving the balance of purchase-money.

Dec. 4, 1922. Additional bond of Assignees on sale of real estate, with D. A. Thompson and G. B. Fish as sureties, in the sum of Four-hundred Dollars ($412.00), approved by the Court and filed. Per Curiam.

Feby 26, 1923. Final account filed showing balance due Estate 1664.55 notice issued to Connecautoolle County for confirmation on 3rd Monday of March at 10 a.m. See papers filed.

March 21, 1923. Proof of publication of notice of account filed.

March 26, 1923. No exceptions having been filed to the assignee's account the same is confirmed finally. Per Curiam. (See paper filed).

Now, March 26, 1923. On motion in open Court, Fred L. Hebert, Esq., is appointed Auditor to make distribution of the balance in the hands of Assignees, in this case as shown by their final account. By Hon. Thos. J. Brather, P.J. (See paper filed) Com. issued.

July 2, 1923. Auditor's report filed in open Court, and confirmed Nisi. Per Curiam.

Upon petition of Assignees: And now, August 6, 1923, Upon presentation of the within petition and due consideration of the same, it is ordered and decreed that the said J. Berry Eckels and G. G. Fish, assignees in trust for the benefit of the creditors of L. D. Borey, be and are hereby discharged from the duties of their said trust, and the sureties on their bond released and discharged from all further liability thereunder. Per Curiam. (See paper filed)

| | | |
|---|---|---|
| Thomas & Thomas<br>Albert L. Thomas<br>x<br>J. W. Smith<br>D. Victor Johnson<br>O. Blare Kent | W. H. Buck and<br>S. W. Gehr<br>vs.<br>E. W. McArthur | Record continued from page 206, of No. 14 Sept. Term, 1922. |

5. John W. Bork, 6. M. S. Gold, 7. Ray Holmes, 8. Wellington Smith, 9. Frank Beifle, 10. Willis Smith, 11. Georgia McKay, 12 Lillian Rhodes: twelve good and lawful persons.

Dec. 13, 1922. By leave of court, the plaintiffs amend their abstract of title, defendant pleads surprise, and thereupon juror withdrawn and case continued. Per Curiam.

January 2, 1923. Further amendments to plaintiffs abstract of title, allowed by the court and filed.

And now, January 2, 1923, come the plaintiffs by their attorneys, and enter a rule on the defendant to admit or traverse the title and facts contained in plaintiffs amended abstract of title, and to file an abstract of title and facts on which he relies for his defense thereto within twenty days, or judgment. (See paper filed)

On Trial List for 2nd Mon. of Jan. 1923, No. 30.

Jan. 2, 1923- Continued because of amended pleadings.

Jan. 20, 1923. Defendants answer to plaintiffs amended abstract of title filed.

On Trial List for 1st 4th Mondays of March, 1923. No. 27.

And now, April 30, 1923 Jury selected and sworn at 11:10 A.M. as follows: 1- William Krafft, 2- Olive Cunningham, 3 Lloyd Earl, 4- W. J. Conner, 5- Aaron Hardy, 6- Charles Jones, 7- A. R. Splitstone, 8- Jessie Moon, 9- Walter Ash, 10- Ernest L. Lynn, 11- Anna Benning, 12- Wm. J. Glenn: twelve good and lawful persons.

May 5, 1923. The jury reporting their inability to agree upon a verdict, were discharged by the court.

May 1, 1923. Deposition of Charles E. Forst, a witness on behalf of plaintiffs, filed.

May 4, 1923. Plaintiffs' ~~and Defendants'~~ points filed

On Trial List for 4th Monday of Oct. 1923. No. 10.

And now, October ~~25~~, 1923. Jury selected, and sworn at 3 P. M., as follows: 1- Arthur Nelson, 2- J. A. Webster, 3- R. G. Turner, 4- Harry E. Bandley, 5- Miss Anna Beatty, 6- Andrew Long, 7- Orville Buck, 8- Milton August, 9- Harry S. Church, 10- Earl Rodgers, 11- Walter Steadman, 12- Frank H. Moon: twelve good and lawful persons.

Case submitted to jury at 10 A.M., Oct. 31, 1923

Nov. 1, 1923, at 10:20 A.M. the jury, reporting their inability to agree, are discharged by the Court.

See next page.

No. 14 Sept. TERM, 1922

Continued from preceding page.

Oct. 31, 1923 Plaintiff's points filed
Oct. 31, 1923 Defendants points filed
And now, November 5, 1923, On motion on part of plaintiff in open Court, Rule to show cause granted why judgment should not be entered in favor of the plaintiffs upon the whole record. Per Curiam (See paper filed)
And now, Nov. 5, 1923 On motion on part of deft. in open Court, an order is granted on Stenographer to transcribe and file the testimony, and a Rule to show cause is granted why judgment should not be entered in favor of defendant, on the whole record. (See paper filed) Per Curiam.
Jan 28 1924 Testimony taken by Stenographer filed. (See paper filed.)
On Argt. List for Feb. Term, 1924, No. 5, Feb. 27, 1924 Argued C.A.V.
Now, December 8, 1924, plaintiffs' rule for judgment in their favor upon the entire record, and defendants motion for judgment in his favor upon the entire record, are both discharged. Per Curiam.
(See opinion of Court filed)
Jan 5, 1925 Exceptions on part of deft. to order of Court discharging motion for judgment on entire record, filed and allowed, and bill sealed for the defendant. Per Curiam.
Jan 13, 1925. Bond on appeal by Deft. to the Superior Court approved and filed. Said bond being dated Jan. 10, 1925, in the penal sum of $500.00, executed by E.W. McArthur deft., with W.B Johnson and F. M. McArthur as sureties.
Jan. 20, 1925. Certiorari on appeal by Deft. to the Superior Court filed, being numbered 180 of April Term, 1925, and returnable the second Monday of April, 1925.
March 9, 1925 Agreement of counsel and certificate of trial Judge as to value of land in controversy filed.
July 23, Record returned, and remittitur and certified copy of opinion of Judge Trexler filed. Decision was rendered July 9, 1925, to wit:
"The assignments are overruled and the order of the Court is affirmed." Trexler, J. Henderson, J., dissents.
On Trial List for 1st Monday of Oct. 1925. No. 7.
Sept. 28, 1925. Continued by consent.
On Trial List for 1st Monday of Jan. 1926, No. 21.
Dec. 1925. Continued.
On Trial List for 1st Monday of Mar. 1926 at No. 22.
"Continued."

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| Donald L. Thompson<br><br>X | Barrie Daugherty Russell,<br>Petitioner,<br>vs.<br>Mc Daugherty, ~~and~~ also known as Mack Daugherty,<br>Respondent. | Record continued from page 269 of No. 77 September Term, 1923.<br><br>entered in favor of the petitioner Barrie Daugherty Russell, and against the said Mc Daugherty, also known as Mack Daugherty, his heirs and assigns, and all persons claiming by, through or under him.<br>And it is further ordered and decreed that hereafter no action of ejectment for the recovery of said real estate as is described in the said petition in the above entitled case, shall be brought by the said Mc. Daugherty, also known as Mack Daugherty, his heirs or assigns or by any one claiming by, through or under him or them.<br>(See paper filed) Per Curiam.<br>Judgment<br>V.D. Greeley, Prothy |

D. page 12.

B.B. Pickett

×

In re Assignment of L.D. Lorey and Z.M. North, co-partners under the firm name of Lorey & North to J. Perry Eckels and G.G. Fish, for the benefit of creditors.

Record Continued from page 107, of No. 107 Feb. Term, 1922.

Now, March 26, 1923, On motion in open Court, Fred B. Kiebort, Esq., is appointed Auditor to make distribution of the balance in the hands of Assignees in this case as shown by their final account. By Hon. Thos. J. Prather, P.J. (See paper filed) Clerk of appointment issued.

July 2, 1923 Auditors report filed in open Court and confirmed nisi. Per Curiam.

July 11, 1923 Exceptions to confirmation of Auditors Report filed on behalf of the assignees, who request that the confirmation of their final account may be re-opened, the account corrected, and re-distribution made by the auditor.

Now, August 6, 1923, Upon consideration of petition of Assignees presented in open Court, it is ordered that the auditors report filed in this case be referred to said Auditor, Fred B. Kebort, to hear the matters alleged in relation to said matter of mistake, and if satisfied that said error was made, to make a re-distribution of the funds after first allowing said assignee the amount of said overcharge. Auditor to give notice of said re-hearing before him to all those who appeared before him heretofore in this case. (See paper filed) copy issued. Per Curiam.

And now, Sept. 4, 1923. On motion in open Court, leave granted Assignees to withdraw their exceptions to Auditors report filed July 11, 1923. Per Curiam. (See paper filed)

Sept. 4, 1923 Supplemental report of Fred B. Kiebort, Auditor filed in open Court and confirmed nisi. Per Curiam.

Order sur petition of Assignees for discharge:

And now, September 27, 1923, Upon presentation of the within petition, and due consideration of the same the prayer of the petition is granted, and J. Perry Eckels and G.G. Fish assignees of Lorey & North, are hereby discharged from the duties of their trust, and their sureties released from all further liability under their bond (Signed) Thos. J. Prather, P.J. (See paper filed)

B. B. Bickett

X

In re Assignment of
Z. M. North
to
J. Perry Eckels and
G. G. Fish,
for the benefit of creditors

Record continued from page 119,
Of No. 7 May Term, 1922.

March 21, 1923. Proof of publication of notice of account filed (See No. 6 May Tr. 1922)

March 26, 1923. No exceptions having been filed to the Assignees account, the same is confirmed finally.

Per Curiam.

(See paper filed)

And now, March 26, 1923. On motion in open Court, Fred C. Kiebort, Esq., is appointed Auditor to make distribution of the balance in the hands of Assignees in this case, as shown by their final account. By Hon. Thos. J. Brother, P.J.

(See paper filed) Cert of appointment issued)

July 2, 1923. Auditors report filed in open Court, and confirmed nisi.

Per Curiam.

Sur petition of Assignees: And now, Aug. 6, 1923, upon presentation of the within petition and due consideration of the same, it is ordered and decreed that the said J. Perry Eckels and G. G. Fish, assignees in trust for the benefit of the creditors of Z. M. North, be and are hereby discharged from the duties of their said trust, and the sureties on their bond released and discharged from all further liability thereunder

(See paper filed)

Per Curiam.

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| B.B. Bickett | In re Estate of Clara Rough a feeble-minded person. | Record continued from page 180, of No. 68 May Term, 1922. double the amount of sale price of ward's interest, with sureties to be approved by the Court, to be filed before such sale is consummated. Per Curiam. (See petition filed.) April 23, 1923, Bond of Orrin L. Rough, Guardian, with Wesley McDaniel and John E. Girardat as sureties, in the sum of Two hundred and twenty-three Dollars approved by the Court and filed. Jan 10, 1924, Final account of Orrin L. Rough, Guardian, with receipt for balance in his hands, paid Commonwealth, filed. |

TERM, 1922

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| Roy S. Peters | In the Matter of the assignment of Walter J. Pees to O. D. Hanks for benefit of creditors | Record continued from page 102 of No. 102 February Term, 1922 |

Order of Court.

And now, to wit, May 14, 1923 upon presentation of the foregoing petition in open court, and after due consideration thereof, the court being satisfied of the truth of the facts therein set forth, it is now, ordered, adjudged and decreed that the said O. D. Hanks be and he hereby is discharged as Assignee of the said Walter J. Pees, for the benefit of creditors, and that an exoneretur be, and hereby is entered upon his bonds, releasing him the said O. D. Hanks as principal, and O. H. Roudebush, W. W. Pease, Roy S. Peters and the United States Fidelity and Guaranty Company of Baltimore, as sureties, from any and all liability thereon by virtue thereof. Per Curiam. (See paper filed.)

Arthur L. Bates

X

John O. Walter & W. McClintock and Albert L. Thomas, for Mtnd. First.

In the Matter of the assignment of F. J. McLaughlin to Stewart W. Gehr, for benefit of creditors

Pro. Brecker, re pet. of First " 6.25
Pro. C for County " 1.00

Record continued from page 257, of No. 65 Sept. Term, 1922.

May 14, 1923. Service of petition and rule accepted by Arthur L. Bates, Esq., Atty for Assignee, et al

Same day, Service of copy of rule accepted by J. W. Smith, Esq., Auditor.

May 17, 1923. Answer of Assignee to petition of May 14, 1923, filed by Dave of Court

May 17, 1923. Answer of First Natl Bank of Conneaut Lake, Pa. to petition of W. D. First, and petition of creditors for leave to intervene, filed in open Court.

And now, to wit, May 17, 1923, upon consideration of the within answer and petition, leave is granted this petitioner and other creditors to intervene as parties to this suit, and be permitted to show their respective rights in this case. Per Curiam. (See answer of Bank)

May 21, 1923, Answer and petition of J. S. Hotchkiss & Bro. Co. filed.

And now, to wit, May 21, 1923, upon consideration of the above and within petition and answer, a rule to show cause is granted why this petitioner, The J. S. Hotchkiss & Bro. Co., should not be allowed to intervene as a party in this suit, and show its rights therein, and also, why the rule granted May 14th to W. D. First, should not be discharged. Per Curiam (See paper filed)

May 21, 1923, Answer and petition on the part of the W. Bingham Co. filed.

And now, to wit, May 21, 1923, upon consideration of the within petition, leave is granted this petitioner, The W. Bingham Company, to intervene as a party in this suit, and show its respective rights therein, and also, why the rule granted May 14, 1923, to W. D. First, should not be discharged. (See paper filed.) Per Curiam.

May 29, 1923. On motion on part of the petitioners to intervene, Miss. Effie M. Peffers is appointed Commissioner to take testimony in this case. (Com. issued) By Hon. Thos. J. Prather, P. J.

June 4, 1923. Answer of William D. First to the petition of First National Bank of Conneaut Lake Pa., to intervene, filed.

June 4, 1923. Answer of William D. First to petition of J. S. Hotchkiss & Bro. Co. for leave to intervene, filed

June 4, 1923. Answer of William D. First to the petition of the W. Bingham Co. for leave to intervene filed.

On Argt. List for Sept. Tr. 1923, No 2. Rule of May 14/23.

Nov. 1, 1923. Testimony taken by Effie M. Peffers, Comr., filed.

Nov. 5, 1923. Argued C. A. V.

Now, March 15, 1924, plaintiff's rule to show cause why he should not be considered a preferred creditor of the said F. J. McLaughlin to the extent of sixty-seven hundred dollars, and that the assignee be directed to pay over this amount to him, as a preferred creditor of the assigned estate, is discharged. Per Curiam. (See opinion filed)

Continued on next page.

No. 65 September TERM, 1922

Continued from preceding page.

March 31, 1924, Certiorari on appeal of William D. First filed, being numbered in Supreme Court 53 Jan. Term, 1925, and returnable the 4th Monday of April, 1925.

April 10, 1924 Statement of questions to be argued on the appeal, and the evidence to be printed, filed.

April 12, 1924, Certificate of advancement to Supreme Court list for week of April 28, 1924, filed.

June 11, 1924 Record paid from Supreme Court and remittitur and certified copy of opinion filed.

"The decree of the Court below is affirmed at appellants costs"

June 25-1924 Tribune Pub Co bill for printing Paper Book to Supreme Court filed.

July 7, 1924 Report of J. W. Smith, Esq., Auditor, filed in open Court and confirmed nisi.

July 14, 1924 Motion and affidavit on behalf of W. E. McLaughlin of New Castle, Pa., a creditor of Assignor (Claiming $1,800. Interest) to refer back report, etc., filed.

Order: July 14, 1924 Whonsideration of the within motion and the accompanying affidavit, it is ordered that the report of the Auditor now on file, be referred back to the Auditor for re-statement By Thos. J. Brother, P.J.

July 28, 1924, Auditors supplemental report filed in open Court and confirmed nisi. Per Curiam.

July 28, 1924 Transcript of testimony taken at Supplemental audit, filed.

Aug 8. 1924 No Exceptions to Auditors Supplemental report having been filed. The report is finally confirmed V. L. Greely, Prothy.

J. Perry Eckels for Assignee

In the Matter of the assignment of F. J. Hewit and Harry L. Hewit co-partners under the firm name of Eclipse Lumber Co.
to
C. A. Thompson, for the benefit of creditors.

Record continued from page 211 of No. 19 September Term, 1922

Oct. 29, 1923. Bond of C. A. Thompson Assignee with U. S. Fidelity and Guaranty Co. as surety, in the penal sum of $200.00 approved by the Court and filed. Said bond being given upon sale of real estate.

Dec 2 1924 Final account of Assignee filed showing balance due estate 271,18 and notice issued to Connellsville Courier that account will be finally confirmed on Fourth Monday of December next unless exceptions are filed in the meantime

Dec. 22, 1924. No exceptions having been filed, the final account is confirmed absolutely.

And now, January 5, 1925, Wesley B. Best, Esq. is appointed Auditor to make distribution of the funds in the hands of the Assignee (See paper filed) Com. issued. (Signed) Thos. J. Prather, P.J.

Jany 6 1925 Proof of Publication filed. See paper

Jany 6, 1925. Auditor's report filed in open Court, and confirmed nisi. By the Court.

Sept. 8, 1925. Petition for discharge of assignee filed.

And now, Sept. 8, 1925, upon presentation of the within petition and due consideration of the same, it is ordered, adjudged and decreed that the said C. A. Thompson, Assignee of F. J. Hewit and Harry L. Hewit, copartners under the firm name of Eclipse Lumber Company, and individually, be and is hereby discharged from the duties of his said trust and that an exoneretur be entered upon his bond, releasing and discharging his sureties from all liability thereunder. Per Curiam. (See paper filed)

Auditor's report recorded in Auditor's Report book No. 6, page 4

# TERM, 1922

X

Samuel J. Bloomingdale et al doing business under the firm name of Bloomingdale Bros
vs.
Cash Smith

Record continued from page 100 of No. 100 February Term, 1922.

June 26, 1923. Appeal bond of Dft. with U.S. Fidelity and Guaranty Co as surety, in the sum of $23,500.00 approved and filed.

June 26, 1923. Certiorari on appeal by Dft. to Supreme Court of Penna. approved and filed, being numbered in said Court 73 of Jan. Term, 1924, and returnable to 4th Monday of April, 1924.

Now April 19, 1924, received satisfaction in full of the claim in this case, debt, interest and costs & I direct satisfaction

Albert L. Thomas
Atty for Plffs.

April 23, 1924. Certificate of withdrawal and discontinuance of appeal in Supreme Court filed.

April 19-1924 Rec'd of Pro. Eneley two & 80/100 Dollars my Costs
H. B. Cuttsall
O.K.P. Sheriff

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| | | Record continued from page 406 of No 56 Nov. Term 1922 |
| Otto Kohler | Margaret J. McCobb vs Kenneth C. McCobb | 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, Elizabeth J. McCobb be and the same is hereby awarded to the libellant Margaret J. McCobb. (See Paper filed) Per Curiam |

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| X | Ransom A. Miller<br>vs.<br>Erie Railroad Co. | Record Continued from page 115 of No. 3 May Term, 1922.<br>Aug. 6, 1923 Deposition of Mrs. R. A. Miller on part of Plff. filed.<br>Aug. 6, 1923 Deposition of Dr. D. G. Snodgrass on part of Plff. filed.<br>Aug 6 1923 Motion to Suppress Testimony on behalf of Plaintiff on the rule for a new trial filed.<br>Aug 6 1923 Additional reasons in support of Motion for New Trial filed.<br>Sept. 10, 1923 Plaintiffs bill of costs, amounting to $76.75, filed.<br>Now, December 15, 1923 rule for judgment n.o.v. discharged, and rule for new trial made absolute, and the Prothonotary is directed to place this case at the head of the next trial list. (See opinion of Court filed) Per Curiam<br>On Trial List for first Monday of Jany, 1924 No. 1.<br>Dec 24, 1923 Amendment allowed to Statement of claim filed and approved by the Court.<br>Now January 14, 1924 in consideration of the sum of Thirteen thousand ($13,000) Dollars paid by the Erie Railroad Company, this case is settled of record.<br>Ransom A Miller<br>by Arthur C Peters<br>his Attorney |

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| Albert L. Thomas<br><br>X<br>H. J. McAllister<br>Thomas & Thomas. | Irene Thatcher, widow of Wallace G. Thatcher, deceased,<br>vs.<br>Clyde W. Pierce | Record continued from page 33 of No. 33 February Term, 1922<br><br>Feb. 8, 1924 Certiorari on appeal by plaintiff to the Supreme Court, filed. being numbered in said court 337 January Term, 1924, and returnable to 4th Monday of April next.<br>June 5, 1924. Record returned and certified copy of opinion of "Kephart, J." filed. "Judgment reversed and a new venire awarded."<br>On Trial List for 1st Monday of Oct. 1924, No. 15.<br>And now, October 13, 1924. Jury selected and sworn as follows: 1- Roy M. Stevens, 2- Cora B. Gehr, 3- Bert Dunham, 4 Frederick Brown, 5- J. B. Kunselman, 6- Ellis Bell, 7- Mrs. Alice Clark, 8- W. J. Hancox, 9- Albert L. Lawson, 10- Fred Dentler, 11- Denny Mathews 12- Miss Anna Reynolds: Twelve good and lawful men and women who upon their solemn oaths which they have taken say Oct. 15, 1924, they find for the defendant. J. p. 109.<br>Oct. 14, 1924 Plaintiffs and defendants points filed.<br>Dec. 17, 1924, Depts. Bill of Costs for 1st Mon. Dec. 1922, and 1st Mon. Oct. 1924, amounting to $361.65, filed.<br>J. p. 109. Judgment<br>V. L. Greeley, Prothy |

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| Albert L. Thomas<br>& W. Benedict<br>x<br>W. J. Sirdevan | Louis Crocker Burr<br>vs.<br>Anna Cecelia Burr | Record continued from page 363, of No. 13 Nov. Term, 1922 |

On Argt. List for Nov. Term, 1923 No. 10
Jan. 18, 1924 After due consideration, a divorce is decreed as prayed.
Per Curiam

Decree: And now, to-wit January 18, A.D. 1924, 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 Louis Crocker Burr be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him, the said Louis Crocker Burr the libellant, and the said Anna Cecelia Burr 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 that 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

E. B. Lynn and John French, partners doing business under the name of Lynn & French
vs
Agnes G. Reinhart

Record continued from page 402, of No. 52 November Term, 1922.

Feb. 23, 1925 Rule absolute and plaintiff directed to file their bond for costs in the sum of $100.00, within a week. Per Curiam.

March 6, 1925 this case is continued on application of plaintiff and consented to by Deft. Per Cur.

Lee Macey
vs.
Rieck-McJunkin
Dairy Company

Record continued from page 371 of No. 21 Nov. Term, 1922.

Order of Court.

Now, August 24, 1925 if no exceptions be filed to the foregoing within thirty days after service of notice of the filing of this opinion upon the proper parties or their attorneys, let judgment be entered by the Prothonotary for the plaintiff, in accordance with the foregoing. Defendant company to receive any dividend that may have been declared upon said checks in the distribution of the assets of the assets of the Bank of Bonneauville.

(See paper filed) Per Curiam.

Sept. 24, 1925, No exceptions having been filed, judgment is now entered for plaintiff, pursuant to order of Court of 24th ultimo.

Lord's Fo 157. V. L. Breeden,
Prothonotary.

Sept. 24, 1925. The above judgment satisfied. (See paper filed

W. J. Sirdevan
x

Rhoena Hanson
vs.
Joseph John Hanson

Record continued from page 338 of No. 146 September Term, 1922.

be considered the testimony applying to the libel in this case as amended, with the same effect as if the same were taken subsequent to the amendment, upon the notice heretofore given to the respondent as set forth in the above petition. Per Curiam.

(See petition filed)

On Argt. List for May Jr. 1929, No. 11.

Now, May 27, 1929, 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, May 27, A.D. 1929, 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 Rhoena Hanson be divorced from the nuptial ties and bonds of matrimony, heretofore contracted between her the said Rhoena Hanson, the libellant, and the said Joseph John Hanson, 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.

Crawford County

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In the Matter of the assignment of Paul Shuttevant, Judson J. Snodgrass and Emmet J. Baird, doing business as the Bank of Conneautville, and individually,
to
Frank W. Jackson, for the benefit of creditors.

Record continued from page 577, of No. 19 May Term, 1922.

And now, Oct. 13, 1924, On motion in open Court, Roy S. Peters, Esq., is appointed Auditor to make distribution of the funds remaining in the hands of Frank W. Jackson, Assignee for the benefit of the creditors of J. P. Snodgrass as shown by his second partial account and his final account. Per Curiam.
(See paper filed) Cert. of appointment issued.

And now, Oct. 13, 1924, On motion in open Court, the final account of Frank W. Jackson, Assignee, etc, of E. J. Baird, is finally confirmed. Per Curiam.
(See paper filed)

Dec. 26, 1924. Petition of Curtis L. Webb, Esq., Atty for Depositors Committee et al. for writ of Habeas Corpus ad Testificandum, presented to Hon. Thos. J. Brather, P.J. Filed.

And now, Dec. 26, 1924, upon due consideration of this petition a writ of Habeas Corpus ad Testificandum is awarded, directed to the Sheriff of Crawford County and the Warden of the Western Penitentiary of Pennsylvania to bring the body of Judson J. Snodgrass, confined in said Penitentiary, before Roy S. Peters, Esq., Auditor appointed by the Court to make distribution of funds in the insolvent Bank of Conneautville and related estates on Wednesday, Dec. 31, 1924, at ten o'clock A.M., to testify to material matters within his knowledge relative thereto. The cost incident to this proceeding to be disposed of by the Auditor aforesaid. (Signed) Thos. J. Brather, P.J.

Same day, Writ of Habeas Corpus ad Testificandum issued.

March 30, 1925. Report of Roy S. Peters, Esq. Auditor, filed in open Court and exceptions renewed. Per Curiam.

Same day, Testimony taken before Auditor filed.

Same day, Exceptions on part of depositors filed in open Court.

April 10, 1925. Petition of Creditors Committee of the Bank of Conneautville for leave to withdraw exceptions filed to Auditors Report, filed.

Now, April 10, 1925, upon presentation of the within petition and after due consideration thereof, Rule granted to show cause why exceptions filed to the Auditors report should not be withdrawn; returnable to Monday, April 20, 1925, at 10 A.M. Notice to be served upon C. P. Hewes, Esq., by registered letter. (Signed) Thos. J. Brather, P.J.

April 20, 1925. Proof of service of notice on C. P. Hewes, Esq., Atty for Exceptants, filed.

Now, April 20, 1925, It appearing that notice of this rule was duly served upon C. P. Hewes, Esq., Attorney for exceptants, that no appearance or answer thereto has been entered or filed; and further by letter hereto attached, that the said C. P. Hewes, Esq., consents that said rule be made

absolute; and it further appearing that no other exceptions have been filed, the prayer of petitioners is granted, and said exceptions are allowed withdrawn, rule absolute, and the report of the auditor is hereby absolutely and finally confirmed. (Signed) Thos. J. Prather, P. J.
(See petition)

Now Dec. 28, 1925 Petition for discharge of assignee of Paul Sturtevant and discharge of his bondsman from liability filed.

Order: And now, Dec. 28, 1925 upon consideration of the foregoing petition, it is ordered that the said petitioner, Frank W Jackson, assignee in trust for the benefit of creditors of Paul Sturtevant, be and is hereby discharged from his duties of said trust, and that his bondsman, Crawford County Trust Company be and is hereby discharged from further liability on the bond given by the said Frank W. Jackson, as assignee of Paul Sturtevant, and upon which the said Crawford County Trust Company is surety. Per Curiam
Thomas J Prather P. J.

Now, Dec 28, 1925, petition for discharge of assignee of Emmett T. Baird and discharge of his bondsman from liability filed.

Order. And now, Dec. 28, 1925, upon consideration of the foregoing petition it is ordered that the said petitioner, Frank W Jackson, assignee in trust for the benefit of creditors of Emmett T. Baird be and is hereby discharged from his duties of said trust, and that his bondsman, Crawford County Trust Company, be and is hereby discharged from further liability on the bond given by the said Frank W Jackson, as assignee of Emmett T. Baird, and upon which the said Crawford County Trust Company is surety. Per Curiam Thos. J. Prather P. J.

Now, Dec. 28, 1925, Petition for discharge of assignee of J. T. Snodgrass and discharge of his bondsman from liability filed.

Order And now, Dec. 28, 1925, upon consideration of the foregoing petition it is ordered that the said petitioner, Frank W. Jackson, assignee in trust for the benefit of creditors of J. T. Snodgrass, be and is hereby discharged from his duties of said trust, and that his bondsman, Crawford County Trust Company, be and is hereby discharged from further on the bond given by the said Frank W. Jackson, as assignee of J. T. Snodgrass and upon which the said Crawford County Trust Company is surety. Per Curiam
Thos. J. Prather P. J.

Over

No 19 May Tr 1922 Continued

Now, Dec 28, 1925, sworn statement of assignee as to unclaimed monies remaining in his hands filed.

Order. And now, Dec 28, 1925, the within petition and duplicate thereof is ordered filed and the Prothonotary is hereby directed to notify the Auditor General of the Commonwealth of Pennsylvania of same and forward to him the duplicate copy herewith filed with notice of the date fixed for the adjudication of the foregoing accounts, which date of adjudication is fixed for Monday Feb. 1, 1926, at ten o'clock A. M.

Per Curiam

Thos J. Prather P. J.

Order of Court: And now, February 1, 1926, the petition in this case for the audit of the account of Frank W. Jackson, Assignee, came on for hearing and from testimony taken, we find that since the presentation of this petition there has come into the hands of the assignee as assets of the Bank of Conneautville 48 shares of the Capital stock of the Standard Sanitary Company, of the market value of about $117.00 per share, and a small sum of money, which is subject to the claim of Wm B. Secrist, attorney, for fees, of $500. Thereupon, it is ordered that the further hearing of this case be and is hereby continued until Monday April 5, 1926, at 10 o'clock A.M.

And it is ordered that said Frank W. Jackson convert the said stock into cash, and from the proceeds thereof to pay to said Wm B. Secrist, his attorney fees of $500, and thereupon to advertise for two weeks in the Meadville Tribune Republican, notice to any creditors of the Bank of Conneautville whose claims have not heretofore been allowed and dividend thereon paid, to present the same to Frank W Jackson on or before March 1, 1926, and that thereupon the said Frank W. Jackson shall cause to be prepared a schedule of distribution of the net proceeds received since the presentation of this petition, together with the sum of $438.05 set forth in his said petition, less actual cost of preparing said schedule and making distribution in accordance therewith; to and among all creditors whose claims have heretofore been allowed and paid, together with any new ones, if any such be found, and present the same to Court for action and final approval Monday, April 5, 1926, at 10 o'clock A.M. Per Curiam.

(See paper filed)

April 5, 1926 Supplemental account of the Assignee filed in open Court, distributing $4921.16 among creditors. Proof of publication of notice to creditors filed.

Order of Court: Now, April 5, 1926, the said Frank W. Jackson having presented his Schedule of Distribution of the remaining assets in his hand

belonging to said estate, to and among the parties presenting claims before him, or having already proved their claims according to previous distribution made in Court; and it appearing that due notice was given of the order of Court directing him to make and report such distribution; and it appearing that the charges against said fund as a balance for distribution are reasonable, and that the report of the distribution is in compliance with said order of Court, said reported schedule of distribution, marked Exhibit 1, is directed to stand as and for the final distribution of all the assets in his hands as Assignee, and is hereby confirmed nisi, the same to become final upon the third Monday of April at ten o'clock A.M., unless exceptions be filed thereto in the meantime. Per Curiam. (See paper filed)

April 26, 1926, No exceptions to within [assignees distribution account] having been filed, it is ordered that the within be and is hereby confirmed finally, and distribution ordered in accordance with the schedule filed. Per Curiam. (See paper filed)

Sept. 7, 1926 Sworn statement of Assignee as to unclaimed monies remaining in his hands, filed. Total $431.74

And now, Sept. 7, 1926, the within petition and duplicate thereof is ordered filed, and the Prothonotary is hereby directed to notify the Auditor General of the Commonwealth of Pennsylvania of same, and forward to him the duplicate copy herewith filed, with notice of the date fixed for the adjudication of the foregoing, which date of adjudication is hereby fixed for Monday, Sept. 27, 1926, at ten o'clock A.M. Per Curiam. (See paper filed.)

Same day, Duplicate statement mailed to Auditor General.

And now, September 27, 1926, this case came on for adjudication, and after consideration of same, it is ordered and directed that the said Frank W. Jackson, Assignee, be and is hereby authorized and directed to pay the funds remaining in his hands, and as above set forth in the amount of $431.74, to the State Treasurer of the Commonwealth of Pennsylvania, and upon payment thereof, and filing of proper receipt therefor, the said Frank W. Jackson, Assignee in trust for the benefit of the creditors of the Bank of Bonneauville, be and is hereby discharged from the duties of his said trust, and that his bondsman be and is thereupon discharged of further liability on his bond. (See paper filed) Per Curiam.

Oct. 8, 1926, Receipt of State Treasurer, to Frank W. Jackson, Assignee of Bank of Bonneauville, for $431.74, escheat, filed.

Report of Roy S. Peters, Auditor, recorded in Account Doc. No. 4, page 89.

Supplemental Account of Receivers of Bank (filed April 5, 1926) recorded in Account Doc. 4, page 3.

Thomas v Thomas

Curtis L. Webb and Chas. P. Hewes for Robt. H. Brush et al. Exceptants.

In the Matter of the Assignment of Paul Sturtevant, Judson J. Snodgrass, and Emmet T. Baird doing business as the Bank of Bonneauville, and individually,

to

Frank W. Jackson for benefit of creditors

Record continued from page 586, of No. 19 May Term, 1922.

Sept. 1st, 1922. Notices of the filing of each of said four accounts issued for publication in the Bonneauville Sec. Reg. Courier, that said accounts respectively would be allowed and finally confirmed by the Court on the Second Monday of Oct. next, unless exceptions thereto be filed in the meantime, or cause be shown why such accounts should not be allowed.

Sept. 30, 1922. Proof of publication of notices of filing the four accounts of the assignee, filed.

Oct. 5, 1922. Exceptions by Robert H. Brush, Edwin J. Mason and B. L. Ferguson, creditors of assignor, to account of Frank W. Jackson, assignee of Paul Sturtevant, filed.

Oct. 5, 1922. Exceptions by Robert H. Brush, Edwin J. Mason and B. L. Ferguson, creditors of Assignor, to account of Frank W. Jackson, assignee of J. J. Snodgrass, filed.

Oct. 5, 1922, Exceptions by Robert H. Brush, Edwin J. Mason and B. L. Ferguson, creditors of assignor, to account of Frank W. Jackson assignee of Paul Sturtevant et al doing business as the Bank of Bonneauville, filed.

Oct. 5, 1922, Exceptions by Robert H. Brush, Edwin J. Mason, and B. L. Ferguson, creditors of assignor, to account of Frank W. Jackson, assignee of Emmett J. Baird, filed.

Oct. 30, 1922. On motion in open Court, John A. Bolard, Esq. is appointed Auditor to pass upon the exceptions to the first & partial account of Frank W. Jackson, Assignee of Paul Sturtevant et al. doing business as the Bank of Bonneauville, and make distribution of the funds in the hands of the accountant. Per Curiam. (See paper filed)

Oct. 30, 1922. On motion in open Court, John A. Bolard, Esq. is appointed Auditor to pass upon the exceptions to the first and partial account of Frank W. Jackson, Assignee of Paul Sturtevant, and make distribution of the funds in the hands of the accountant. Per Curiam. (See paper filed)

Oct. 30, 1922. On motion in open Court, John A. Bolard, Esq. is appointed Auditor to pass upon the exceptions to the first and partial account of Frank W. Jackson, Assignee of J. J. Snodgrass, and make distribution of the funds in the hands of accountant. Per Curiam. (See paper filed)

Oct. 30, 1922. On motion in open Court, John A. Bolard, Esq. is appointed Auditor to pass upon the exceptions to the first and partial account of Frank W. Jackson, Assignee of Emmett J. Baird, and make distribution of the funds in the hands of accountant. Per Curiam. (See paper filed)

Same day, Certificates of the several appointments issued to Auditor.

Nov. 24, 1922. Petition of Mrs. Nettie D. Wilson and Mrs. Katherine D. Spider presented in open Court and filed.

Order of Court:

And now, Nov. 24, 1922, upon presentation of the foregoing petition, rule is granted upon Frank W. Jackson, assignee for the benefit of creditors, with notice to creditors, as hereinafter provided, to show cause why he should not pay over to the petitioners the sum of Six thousand ninety-three and 32/100 Dollars ($6093.32) as a trust fund belonging to them and held by Paul Sturtevant, Judson T. Snodgrass and Emmett J. Baird, co-partners doing business under the firm name and style of The Bank of Conneautville, returnable the first Tuesday of January, 1923.

It is further ordered and directed that notice to creditors shall be given by publication in the Conneautville Courier once a week for three weeks.

It is further ordered and directed that John A. Bolard, the Auditor, appointed by the Court to pass upon exceptions and to make distribution of the funds in the hands of the assignee, as shown from his partial account, shall disregard and withhold distribution of the said Six thousand ninety-three and 32/100 Dollars ($6,093.32) until the final disposition of this rule and petition. Per Curiam.

(See petition filed)

Dec. 15, 1922 Answer of Assignee to petition of Mrs. Nettie D. Wilcox and Mrs. Katherin D. Krider filed

Dec. 18, 1922, Demurrer by Robert H. Brush, B. L. Ferguson and F. M. Ramsey, depositors in Bank of Conneautville, to the petition of Nellie D. Wilcox et al, filed. mg. Webb

Jan. 18, 1923. Proof of publication of notice of the filing of a certain petition by Nettie D. Wilcox and Mrs. Katherine D. Krider, filed.

Jan. 20, 1923. Petition of Curtis L. Webb Esq., Attorney for the depositors' committee et al, for a writ of Habeas Corpus ad Testificandum presented to Hon. Thomas J. Brather, P. J., and filed

And now, January 20, 1923 upon due consideration of petition, a writ of Habeas Corpus ad Testificandum is hereby awarded to be directed to the Sheriff of Crawford County and the Warden of the Western Penitentiary of Penna, to bring the body of Judson T. Snodgrass, confined in said Penitentiary, before the Hon. John A. Bolard, Auditor, appointed by this Court to make distribution of funds of the Insolvent Bank of Conneautville, on Thursday, January 25, 1923, at ten o'clock A.M., to testify to material matters within his knowledge relative thereto. The costs incident to this proceeding to be disposed of by the Auditor aforesaid. Per Curiam (See petition filed)

Contd on next page.

Jan. 20, 1923. Habeas Corpus ad Testificandum issued.

Sheriffs return: Jan. 25, 1923. To the Hon. Thomas J. Brather, P.J.: I have the within named Judson T. Snodgrass, as within I am commanded. So answers H.B. Kutshall, Sheriff.

Jan. 25, 1923. Petition of Industrial Bank of New York, Commercial Credit Company of Baltimore, Md., Commerce Trust Company of Baltimore, Md. and The First National Bank of Farrell, Pa., by their attorneys, Thomas & Thomas, to appear and adopt answer heretofore

No. 19 May Term, 1922 Continued.

filed by Assignee, presented to Hon. Thomas J. Brather, P.J. and filed.

And now, January 25, 1923, upon consideration of the within, it is ordered that the within named petitioners, be and are hereby permitted to appear and opose the rule in the within case and to severally adopt as their own and as of the date of the filing the same the answer heretofore filed by Frank W. Jackson, assignee. (See petition filed) (Signed) Thomas J. Brather, P.J.

And now, to wit, Jan. 25, 1923. On motion of E. Lowry Humes, Esq. Attorney for Mrs. Nettie D. Wilcox and Mrs. Katherine D. Brider, Miss Mary Bartholomew is appointed commissioner to take testimony in the above stated case. By Hon. Thos. J. Brather, P.J. (See paper filed Feb. 16, 1923) Cert. of appointment issued

On Argument List for Feb. Term, 1923. No. 4.

Feb. 22, 1923. Testimony of witnesses taken before commissioner, re petition of Mrs. Nettie D. Wilcox and Mrs. Katherine D. Brider, - filed.

July 2, 1923. Petition of Assignee to make private sale of a lot of Judson I. Snodgrass, assignor, being Lot No. 20 upon Plan of Wilmerding Park, in Versailles Tp., Allegheny County, Pa. - presented in open Court and filed.

And now, July 2, 1923. Upon due consideration of the foregoing petition, the Court is of the opinion that it is for the manifest interest of all parties that the within described property be sold for the purposes within set forth, and that the price or sum of $2600.00 is a full and adequate price therefor, wherefore, the Court does now order and decree a private sale of said property by Frank W. Jackson, assignee, in trust for the benefit of creditors of J. I. Snodgrass, to Robert A. Taylor, his heirs and assigns, for the price or sum of $2600.00, cash in hand from which said sum the said Frank W. Jackson, assignee as aforesaid, shall pay and satisfy that certain mortgage in favor of the James A. Stone Memorial Library of the Borough of Bonneauville, dated March 15, 1915, and recorded in the office of the Recorder of Deeds of Allegheny County, in Mortgage Book No. 1568, page 40. Per Curiam. (See petition filed)

Sept. 17, 1923. Petition of Assignee for private sale of real estate presented in open Court and filed. - being a lot with manufacturing building fronting on Water Street in the Borough of Bonneauville.

And now, Sept. 17, 1923, upon consideration of the foregoing it is ordered that upon payment to Frank W. Jackson, assignee in trust for the benefit of creditors of the Bank of Bonneauville of the sum of $1947.91, he, as assignee in trust for the benefit of creditors of Judson I. Snodgrass, be and is hereby authorized and directed to make, execute and deliver or to join with the other trustees holding title to the property above described in a deed to the Simplex Manufacturing Company for the property described.

By the Court.
George S. Criswell, P.J. Specially presiding.

Sept. 17, 1923. Return of sale of property in Allegheny County, filed; to wit:-

Return of Private Sale.

To the Honorable Thomas J. Brather, Judge of said Court:

Frank W. Jackson, assignee in trust for the benefit of creditors of Paul Stutevant and Judson I. Snodgrass and Emmett J. Baird, individually and doing business as the Bank of Bonneauville, respectfully reports:

That in pursuance of an order of this Honorable Court made on the second day of July, 1923, he did sell at private sale unto one Robert A. Taylor, a certain lot or piece of land situate in North Versailles Township, County of Allegheny and State of Pennsylvania, bounded and described as follows:

Beginning at a point on the westerly side of Florence Avenue, at the dividing line between lots numbers 19 and 20; thence westwardly along said dividing line One hundred (100) feet, to an alley fifteen (15) feet wide; thence along said line northwardly, twenty-seven and forty-nine hundredths (27.49) feet to the corner of an alley running parallel to Fifth Avenue; thence eastwardly along said alley, One hundred and one and five tenths (101.5) feet, more or less, to the intersection of said alley with Florence Avenue; thence southwardly along said avenue forty-seven and forty hundredths (47.40) feet, more or less, to the dividing line of lots numbers 19 and 20, the place of beginning, being known as lot No. 20, upon the plan of "Wilmerding Park". - For the price or sum of Twenty-six Hundred ($2600) Dollars, and in pursuance of the aforesaid order he did apply from the said sum so received Twenty-five Hundred Eighteen and 33/100 ($2518.33) Dollars in satisfaction of a certain mortgage, a lien upon the above described real estate, and in favor of the James A. Stone Memorial Library of the Borough of Bonneauville, dated March 15, 1915, and recorded in the office of the Recorder of Deeds of Allegheny County in Mortgage Book 1568, page 40, together with record costs of Eighteen ($18.00) Dollars; and your Petitioner has in his hands from the proceeds of said sale the sum of Sixty-three and 67/100 Dollars ($63.67), which said sale and application of the proceeds thereof, he prays may be confirmed.

(affidavit appended) (Signed) Frank W. Jackson.

And now, Sept. 17, 1923, upon presentation of the foregoing return, the said sale is ordered confirmed finally, and the application of the proceeds of said sale is hereby approved. By the Court.

George S. Criswell, P.J.

(See Return of Sale filed) Specially presiding.

Oct. 15, 1923. Petition of "The Depositors Committee" to anticipate a second account by adding $6575.06 to the fund for distribution, etc., with consent of Assignee annexed, presented in open Court and filed.

And now, to wit, Oct. 15, 1923, the foregoing petition read and considered, and the prayer thereof is granted to the extent that the said Frank W. Jackson, Assignee, be permitted to anticipate a second account and add to his account in the present proceeding the

No 19 May Term, 1922, Continued.

additional amount of Six thousand five hundred seventy-five dollars and six cents ($6575.06), for distribution among the creditors of the said Banking company, with the same force and effect as if the said amount had been included in the account when originally filed. Due credit to be given the said accountant for the additional payment. Per Curiam. (See paper filed)

Nov. 12, 1923. Report of John A. Boland, Esq., Auditor, filed in open court, and exceptions renewed. Testimony and exhibits accompanying report filed. (See Books and Envelope too large for regular files)

On Argument List for Nov. Term, 1923, No. 6.

Decree And now, Dec. 1, 1923, upon consideration of the foregoing, it is ordered, adjudged and decreed that the report of the Auditor as to the distribution of the funds in the estate of Judson T. Snodgrass and the estate of Emmett T. Baird be and hereby is confirmed absolutely that the report of the auditor as to the estate of Paul Sturtevant be and is hereby confirmed absolutely as to all claims excepting those of the Exchange National Bank and the First National Bank of Bethlehem to which exceptions have been filed; and it is further ordered and decreed that the report of the Auditor as to the estate of the Bank of Connellsville be and is hereby confirmed absolutely excepting as to the claims of Commercial Credit Company; Commercial Trust Company; Industrial Bank of New York; First National Bank of Farrell; Ames Burns Company; and Uniontown State Bank, to which exceptions have been filed. It is further ordered, adjudged and decreed that the said Frank W. Jackson, assignee of the Bank of Connellsville, in addition to the claims allowed in the general report of the auditor, shall pay out of funds in his hands and not heretofore accounted for to Katherine Crider the sum of $230.00 and to the Commercial Credit Company the sum of $707.99 as recommended by the supplemental report of the auditor and that he the said Frank W. Jackson, assignee of the Bank of Connellsville shall take ~~this~~ credit therefor from the funds now in his hands in the filing of a future account.

Per Curiam

Dec 24, 1923 Additional facts by stipulation of counsel, re petition of Nettie D. Wilson & Katherine Crider, filed in open Court.

Dec 24, 1923 Opinion, order, etc. filed, the Court concluding, inter alia, that "petitioners' rule be made absolute."

Now, Dec 24, 1923, rule absolute, and Frank W. Jackson, assignee, is directed to pay petitioners out of the funds in his hands the net amount of their claim, to wit, $6084.32, and thereupon to take credit for this amount out of his balance for general distribution. Per Curiam. (See opinion filed)

And now, Dec. 24, 1923 Upon petition of Albert L. Thomas, Esq, presented in open Court, petitioner is authorized to withdraw from the files the exhibits named in the petition, to wit, three certain notes of $300 each, signed by the L. C. Graves Co. &c (See paper filed) Per Curiam.

Jan. 7, 1924 Certiorari upon Appeal of Frank W. Jackson, Assignee, to the Supreme Court, filed, being numbered in said Court No. 307 January Term, 1924, and returnable to Fourth Monday of April, 1924

And now, Jan. 14, 1924 Petition of Isabelle Wilson for allowance of trust fund, etc, presented in open Court, and Rule to show cause granted, returnable to First Monday of February, 1924 Per Curiam (See petition filed

Jan. 23, 1924 Answer of Frank W. Jackson, Assignee to rule & petition of Isabell Wilson, filed.

Jan. 16, 1924 Second partial account of Frank W. Jackson, assignee of the Bank of Connellsville, filed, showing balance in his hands of $42,326.14.

Jan. 16, 1924 Second partial account of Frank W. Jackson, Assignee of Paul Sturtevant, filed, showing balance in his hands of $2,618.28.

Jan. 16, 1924 Second partial account of Frank W. Jackson, Assignee of Judson J. Snodgrass, filed, showing balance in his hands of $37.25

Jan. 16, 1924. ~~Second partial~~ Final account of Frank W. Jackson, Assignee of Emmet J. Baird, filed, showing balance in his hands of $-0- no balance, the disbursements equalling receipts.

Jan. 16, 1924 Notices of each of said four second partial accounts issued for publication in the Connellsville Courier, &c. reg., that the same would be confirmed finally on the second Monday of Feb. next, at 10 o'clock A.M., unless exceptions thereto should be filed in the meantime.

Feb. 7, 1924 Exceptions to second partial account of Assignee of Bank of Connellsville, filed. Feb. 11, 1924 Proof publication of notice of Second partial accounts of assignee

On Argt. List for Feb. Term, 1924, No. 8 Feb. 28, 1924 Argued C.A.V.

March 3, 1924, Questions to be argued on appeal, filed.

April 7, 1924 Opinion sur exceptions to claim of Exchange National Bank filed. "Now, to wit, April 7, 1924, said exceptions are dismissed and overruled, and the report of the Auditor in this respect confirmed finally." Per Curiam.

April 7, 1924 Opinion sur petition of Isabelle Wilson for allowance of trust fund, filed. "Now, to wit, April 7, 1924, petitioners rule discharged." (Signed) Thos. J. Brather, P.J.

April 7, 1924 Opinion sur exceptions of Industrial Bank of New York filed.

Order: "Now, April 7, 1924, Exceptions as to Exhibit #8 is dismissed, As to Exhibit No. 51, exception sustained; the Assignee is directed to make payment of 20% of said claim, or $202.87, out of moneys in his hands in correction of said error. And in respect to the foregoing exceptions the report of the Auditor as modified by this order is hereby finally confirmed." Per Curiam.

See next page

No. 19 May Term, 1922, Continued.

April 14, 1924 Opinion filed, sur exceptions of Curtis L. Webb and Charles B. Hewes, Esq., in allowing the claim of the Industrial Bank of New York in the sum of $58,382.12; and sur exception of said Industrial Bank with reference to the same claims identified as Exhibits 42 & 43; with this order annexed:—

"Now, to wit, April 7, 1924, said exceptions as above indicated are dismissed and the Auditors report so far as relates to said claims, is hereby finally confirmed.

(See opinion filed April 14, 1924.) Per Curiam

May 12, 1924 Opinion of Court sur exceptions to Auditors report disallowing the claims of The First National Bank of Farrell, Pa. filed.

Order: Now, May 12, 1924, Exceptions of the First National Bank of Farrell to disallowance of its claims on the four several notes are sustained. The error to be corrected upon a future distribution of the funds in the hands of the Assignee or to be paid said claimant by the Assignee out of the funds in his hands, which amount is to be credited to him in the settlement of his next account. Per Curiam.

May 12, 1924 Opinion of Court sur exceptions to the allowance of the claim of the Linesville State Bank in the Auditor's report,—filed.

Order: Now, May 12, 1924, said exceptions dismissed and so far as the Auditor's report is affected thereby, the same are absolutely confirmed. Per Curiam.

June 11, 1924 Record returned and Remittitur from Supreme Court re appeal in the matter of the appeal of Mrs. Nettie D. Wilcox et al., filed. "Order is affirmed at the cost of appellant."

June 16, 1924 appellees cost for paper books filed.

Aug. 12, 1924, Petition of School District of the Borough of Conneautville for re-delivery of certain bonds to it by Assignee, presented to Hon. Thos. J. Prather, P. J., and filed.

Order: And now, to wit, August 12, A. D. 1924, upon presentation of the foregoing petition, a rule is hereby granted upon Frank W. Jackson, Assignee for the benefit of creditors, with notice to creditors as hereinafter provided, to show cause why he should not surrender and deliver to the petitioner, the School District of the Borough of Conneautville, Crawford County, Pennsylvania, through its officers, the said twenty-eight coupon bonds of the School District of the Borough of Conneautville as trust property belonging to it and held by Paul Stuntevant, Judson T. Snodgrass and Emmett T. Baird, co-partners doing business under the firm name and style of "The Bank of Conneautville"; Returnable to the September Term, A.D. 1924.

And it is further ordered and directed that during the pendency of this action and until the Court has duly heard this petition, and until after it has been finally disposed of by the Court, that the said Frank W. Jackson, Assignee for the benefit of creditors aforesaid, his agents, employees, and attorneys, are hereby enjoined and restrained from selling, assigning, transferring or disposing of or parting with the

said personal property of the School District of the Borough of Conneautville, to wit twenty-eight coupon bonds each of the par value of $100, and being bonds of the School District of the Borough of Conneautville, until otherwise ordered and directed by this Court. It is further ordered and directed that notice of this petition shall be given to the creditors of said Bank of Conneautville, by publication, in the Conneautville Courier once a week for three weeks, the last insertion of which shall be days before the said return day. Per Curiam.

(Signed) Thos. J. Brather,
President Judge.

(See paper filed)

Aug. 12, 1924. Certified copy of Petition and order issued.

On Argument List for Sept. Tr. 1924. No. 1. "Exceptions to Auditors report"

Sept 18 1924 Final account of Frank W. Jackson Assignee of the Bank of Conneautville filed Showing balance in his hands of $92,538.01

Sept 18 1924 Final account of Frank W. Jackson assignee of Paul Sturtevant filed. Showing balance in his hands $707.28

Sept 18 1924 Final Account of Frank W. Jackson Assignee of J. T. Snodgrass filed Showing balance in his hands of $2108.01

Sept 18 1924 Notices of each of said above three final accounts of Frank W. Jackson Assignee issued for Publication in the Conneautville Courier Seq. req. that the same would be confirmed finally on the Second Monday of October 1924 at 10 oclock a. m Unless exceptions thereto should be filed in the meantime.

Sept. 22, 1924. This exception, directed to the Burns-Ames claim, is discharged by consent of exceptant. Per Curiam.

Now, October 6, 1924, said exceptions, to wit, that of the Commerce Trust Company and those of the Commercial Credit Company, are each and severally dismissed, and the Auditors report, as far as applicable to these particular claims, is hereby confirmed absolutely. Per Curiam. (See opinion filed)

Now, October 6, 1924 said exception to allowance of claim of First National Bank of Bethlehem, Pa. is dismissed, and the Auditors report, so far as applicable to this particular claim, is hereby confirmed absolutely. Per Curiam.

(See opinion filed.)

Oct 9 1924 Exceptions to the final account of Frank W. Jackson Assignee filed by C. L. Weff & C. P. Hewes attorneys for Creditors of the Bank of Conneautville. (See paper filed.)

And now, Oct. 13, 1924. On motion in open Court, Roy S. Peters, Esq., is appointed Auditor to pass upon the exceptions filed to the second partial account and to the final account of Frank W. Jackson, assignee of Paul Sturtevant, J. T. Snodgrass and E. J. Baird, trading under the name of the Bank of Conneautville, and to make distribution of the funds remaining in the hands of said assignee. Per Curiam.

(See paper filed) Certificate of appointment issued.

Record cont'd on page 566

And now, Oct. 13, 1924 On motion in open Court, Roy S. Peters, Esq. is appointed Auditor to make distribution of the funds remaining in the hands of Frank W. Jackson Assignee for the benefit of creditors of Paul Sturtevant, as shown by his 2d partial account and his final account.) Per Curiam. (See paper filed) Cert. issued.

Arthur R. Thompson

X

Julia A. McGraw
Petitioner
vs.
Thomas F. McGraw,
Trustee,
Respondent

Record continued from page 351 of No. 1 November Term, 1922.

delivered in proper form to such sequestrator or trustee, if, and when the same is appointed for such purpose by this Court, Said rule returnable the Second Monday of November, 1922, notice of the same being first given to the said Thomas F. McGraw, at his last known address, fifteen days prior to the return date hereof. Any encumbrance, disposition of sale of the aforesaid house and lot to be stayed pending the determination hereof.

And the Register of wills and Recorder of Deeds in and for this county is hereby ordered to make the proper entry of such stay on the records in his office properly indexed.

Per curiam.

(See paper filed)

Jan. 26, 1923. Return, answer and consent of respondent, with petition for successor and for private sale of real estate, presented to Hon. Thomas J. Brather, P.J., and filed.

Order of Court: And now, this 26th day of January, A.D. 1923, upon hearing and consideration of the foregoing return and answer of the said Thos. F. McGraw to show cause why a Trustee should not be appointed by this court in his place as Trustee for the said Julia A. McGraw, to which appointment and substitution the said Thomas F. McGraw has consented, and it appearing to the court that it would be to the best interest of the said Julia A. McGraw, that the Second National Bank of Titusville be appointed as her Trustee, with authority to sell her one half interest in the said house and lot, known as 214, West Elm Street in the said City of Titusville: It is hereby ordered, adjudged and decreed, and the said Second National Bank is hereby appointed, constituted and authorized as Trustee for the said Julia A. McGraw, in the place and stead of the said Thomas F. McGraw, and the said Second National Bank as such Trustee is hereby authorized and empowered to join with the said Thomas F. McGraw in the execution of the deed in fee simple for the conveyance of the said house and lot at private sale at a purchase price of not less than $6,000.00 upon receipt of the said Second National Bank as such Trustee of one half of said purchase price, and to hold same as such Trustee for the benefit of the said Julia A. McGraw and make such disbursements therefrom as may be lawfully incurred for her support and maintenance during such Trusteeship or until otherwise ordered by this court, and with authority to pa

therefrom the said Julia A. McGraw's proper share of the inheritance tax against her said late mother's estate, as well as her proper share of all expenses incurred by reason of the appointment of the said Second National Bank as her Trustee.

Bond in the sum of $6,000.00 filed by the Second National Bank aforesaid as principal in surety for the faithful fulfillment of its duties as such Trustee and accounting to this Court as required by law.

(See petition filed) (Signed) Thos. J. Grather, P.J.

Jan. 26, 1925. Bond of Second National Bank of Titusville, Pa., in the sum of $6,000.00, filed.

July 18 1925 First and final account of Second National Bank of Titusville Pa Trustee filed, showing no balance due Estate and notice issued to Titusville Herald that account will be confirmed finally on second monday of August next if no Exceptions are filed in the meantime

Sept. 14, 1925, Petition for discharge of Trustee filed.

And now, this fourteenth day of September, A.D. 1925, upon due presentation and consideration of the foregoing petition, and proof of publication attached thereto, it is adjudged and decreed that the Second National Bank of Titusville, Penn., as trustee for the aforesaid Julia A. McGraw, is hereby discharged from all further liability as such trustee, and of principal and surety on its bond filed in this case, and the Prothonotary is directed to enter an exoneretur on his records showing such discharge and release. Per Curiam.

(See paper filed)

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| Donald b. Thompson<br><br>X | George b. Marsh and Effie E. Marsh<br>vs<br>Throop Barney et al | Record continued from page 304, of No. 112 September Term, 1922 |

to be given by publication once a week for six successive weeks in The Spartanburg Sentinel, a newspaper of general circulation in said county, as will be further evidenced by the proof of said publication attached to the Sheriffs return; and it further appearing that no appearance has been entered by, or on behalf of, any of the said respondents;

Therefore it is hereby ordered and decreed, That the said Throop Barney, Melancthon Wheeler, Melancthon Haskins, Eliza Ferguson, Uretta Lyon, Vesta Ann Lyon, Susan Lyon, Hulda Lyon, Oliver Lyon, Catherine Lyon, Norah Lyon, Melissa Lyon, Henry Wykoff, and all other parties unknown, heirs at law of Lonson Lyon, deceased or of John Haskins, deceased, and all other persons claiming the land described in the original petition and notice, by, from, through, or under, him, her, them, or any of them, shall bring their action of ejectment for the recovery of the said described real estate, or show cause why the same cannot be so brought, within six months from the date of this order; otherwise to stand forever barred.

(See paper filed) Per Curiam

Sur petition of plaintiffs: And now, to wit, April 23, 1923, upon hearing the within and foregoing petition, the Court appoints Walter J. McClintock, Esq., Trustee for the purposes set forth. Per Curiam. (See paper filed)

April 23, 1923, Certificate of appointment issued

Aug. 6, 1923, Proof of Service of Rule upon Trustee, on April 20, 1923, filed.

Aug. 6, 1923 Report of Walter J. McClintock, Trustee, filed in open Court.

Sur petition of plaintiffs attorney: And now, August 6, 1923, upon hearing the within petition, the report of the Trustee in the above stated case is directed to be filed nunc pro tunc as of June 26, 1923, with the same force and effect as if filed within the period of sixty days from the service of the rule upon the Trustee, as contemplated by the Act of 18th April, 1905, P.L. 102. Per Curiam. (See paper filed)

Final Decree: And now, to wit, August 6, 1923, it appearing to the Court that a rule to bring ejectment in the above entitled case was duly granted by this Court on the 31st day of July, 1922, and that the parties respondent were duly served by notice by publication in the Spartanburg Sentinal, as required by law and it further appearing that upon the return of said facts duly verified, and upon the non appearance of any of the parties respondent upon the return day of said writ and publication, an interlocutory decree was entered, requiring said respondents to bring their action of ejectment within a period of six months, or to stand forever barred.

Record continued on page 589

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| Roberts & Wasson<br>x | In re Estate<br>of<br>Henry S. See<br>a person of weak mind | Record continued from page 141 of No. 29 May Term, 1922<br>the said money to be used by said Guardian for the payment of obligations outstanding against said weak minded person for the purpose of securing necessaries for his said ward. Additional bond in the sum of $250.00 to be given by Guardian (See paper filed) Per Curiam<br>Oct. 30, 1922, Bond of Guardian on sale of real estate, with United States Fidelity and Guaranty Co. as surety, in the sum of $250.00, approved by the Court and filed. Dec 11 1923 Final account of Albert S. See Guardian of Henry See filed showing balance due accountant of $57.04 Notice issued to Tribune Publishing Co Returnable to First Monday of January 1924 at 10 o'clock a. m. |

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|---|---|---|
| Roberts & Wasson<br>X | In re Estate<br>of<br>Asbury J. See<br>a person of weak mind. | Record continued from page 142<br>Of No. 30 May Term, 1922<br>not to exceed Two hundred fifty Dollars, and execute legal obligations for the payment of the same, the said money to be used by said Guardian for the payment of obligations outstanding against said weak minded person, for the purpose of securing necessaries, for the maintenance of his said ward. Additional bond in the sum of $250.00 to be entered into by Guardian.<br>(See paper filed) Per Curiam. |
| | Oct 30, 1922 Bond of Guardian on sale of real estate, with United States Fidelity and Guaranty Co. as surety, in the sum of $250.00, approved by the Court and filed. | |
| | April 17, 1923 Final account of Albert J. See, Guardian of Asbury J. See, filed, showing balance due estate of $28.29. Notice issued for publication in Conneaut Lake Breeze, returnable first Monday of May, at 10 o'clock A.M. | |
| | May 2, 1923. Proof of publication of notice of account filed. | |
| | And now, May 14, 1923, it appearing that notice was given as required of the filing of the account of Albert J. See, Guardian of Asbury J. See, and no exceptions filed, it is ordered that the account be confirmed. Per Curiam. (See paper filed) | |

John D. Walter J. McClintock
Geo. F. Whitmer
x
Wm J. Birdsboro

Berdah Kraft
vs
Adolphus Francis Breene
defendant &
Joe Marthaler
garnishee

Record continued from page 66,
Of No. 66 February Term, 1922.

On Argument List for Sept. Term, 1922, No. 9.
Sub. Stip. Filed
And now, Oct. 16, 1922, On motion in open court, leave granted to amend the statement of claim in this case, by the striking therefrom of paragraphs numbered 3 and 4. Per Curiam. (See paper filed)

Dec. 13, 1922. Affidavit of defense filed and service accepted by Plffs. Attys.

And now, Dec. 18, 1922, On motion in open court, it is ordered that the affidavit of defense filed be and the same is stricken off, without prejudice to the defendant to file a new affidavit of defense within twenty days from this date. Per Curiam.
(See paper filed)

Dec. 22, 1922. The question of law raised in the demurrer is decided against the defendant, and if he desires to file an affidavit of defense to the averments of fact contained in said declaration, he may do so within fifteen days after notice of the filing hereof. Per Curiam.
(See opinion of Court filed)

January 3, 1923. Affidavit of defense filed.

On Trial List for 4th and 5th Monday of March, 1923, No. 16.

And now, March 13, 1923, Jury selected and sworn as follows: 1- Clarence Ellis, 2- L. E. Britton, 3- Arthur Kreider, 4- Fred Parker, 5- V. L. Wood, 6- W. H. Berry, 7 Charles Drake, 8- W. N. Garnett, 9- Albert Good, 10- D. S. Garfield, 11- N. H. Harned, 12- J. E. Tyler: twelve good and lawful men, who upon their solemn oaths which they have taken, say, same day, they find for the plaintiff, in the sum of Twenty-five hundred Dollars, with costs. Br. page 178.

April 5, 1923. Plaintiffs bill of costs, $23.50, filed.

Oct. 20, 1923 Receive satisfaction in full of the within judgment debt, interest & costs— Walter J. McClintock
Attorney for Plaintiff

Thomas & Thomas

X

Sept 18 1924 Received from Frank W. Jackson assignee Forty five dollars ~~xxx~~ $36.00 for filing, advertising and recording final account of the Assignee and 9.00 for Publishers Charges.
U. L. Greeley P.P.S

In the Matter of the assignment of Paul Sturtevant, Judson J. Snodgrass and Emmett J. Baird, doing business as the Bank of Bonneauville, and individually
to
Frank W. Jackson in trust for the benefit of creditors.

Record continued from page 131, of No. 19 May Term, 1922

within set forth, and that the price or sum of $4825 is a full and adequate price therefor, wherefore the court does now order and decree a private sale of said property by Frank W. Jackson, assignee in trust for the benefit of the creditors of Judson J. Snodgrass, to Melissa J. Speedy, her heirs and assigns, for the price or sum of $4825.00, cash in hand (See paper filed) Per Curiam.

May 1, 1922, Petition of Assignee presented in open Court praying for authority to make private sale of real estate and personal property, being the Bank Property, Fixtures, etc. in Bonneauville.

Order of Court: And now, May 1, 1922, upon due consideration of the foregoing petition, the Court is of the opinion that it is for the manifest interests of all parties that the within described real and personal property be sold for the purposes within set forth, and that the prices or sums of $8000.00 for the real property, and $4500.00 for the personal property, are full and adequate prices therefor, - Therefore the Court does now order and decree a private sale of said real and personal property by Frank W. Jackson in trust for the benefit of creditors of Paul Sturtevant, J. J. Snodgrass and Emmett J. Baird, doing business as the Bank of Bonneauville, to First National Bank in Bonneauville, its Successors and assigns, for the prices or sums of $8000, for the real estate therein described, and $4500 for the personal property therein described, Cash in hand. Per Curiam.
(See paper filed)

June 5, 1922. Petition of Assignee to make private sale of real estate of Assignor Emmett J. Baird in Bonneauville presented in open Court & filed.

And now, June 5, 1922, upon due consideration of the foregoing petition the Court is of opinion that it is for the manifest interests of all parties that the within described property be sold for the purposes within set forth, and that the price or sum of Seven thousand one hundred Dollars ($7,100.00) is a full and adequate price for same, wherefore the Court does now order and decree a private sale of said property by Frank W. Jackson, assignee in trust for the benefit of the creditors of Emmett J. Baird, by Frank F. Knapp, his heirs and assigns, for the price or sum of Seven Thousand one hundred Dollars ($7,100.00) and upon payment of said sum the said assignee is authorized and directed to make a good and sufficient deed therefor to the said Frank F. Knapp, his heirs and assigns. Per Curiam. (See paper filed.)

July 3, 1922 Petition of Assignee for leave to make private sale

— Over —

of the undivided ⅓ interest of Paul Sturtevant in a certain lot in Conneautville 23' x 86' 7½" to B.A. Sterling, presented in open Court and filed.

Order of Court: And now, July 3, 1922, Upon due consideration of the foregoing petition, the Court is of opinion that it is for the manifest interests of all parties that the interest of Paul Sturtevant in the within described property be sold for the purposes within set forth and that the price or sum of One thousand three hundred and thirty-three and 33/100 Dollars ($1,333.33) is a full and adequate price for same, wherefore the Court does now order and decree a private sale of said interest in said property by Frank W. Jackson, assignee in trust for the benefit of creditors of Paul Sturtevant, to B. A. Sterling, his heirs and assigns, for the price or sum of $1333.33, and upon the payment of said sum the said assignee is authorized and directed to make a good and sufficient deed therefor to the said B.A. Sterling, his heirs and assigns.

(See petition filed) Per Curiam.

July 3, 1922, Petition of Assignee for leave to make private sale of the undivided one third interest of Paul Sturtevant in a lot 24' x 86' 7", on east side of Main Street, in Conneautville, to E. Byron Fish, presented in open Court and filed.

Order of Court: And now, July 3, 1922, upon due consideration of the foregoing petition, the Court is of opinion that it is for the manifest interest of all parties that the interest of Paul Sturtevant in the within described property be sold for the purpose within set forth and that the price or sum of Fifteen hundred Dollars ($1500.00), is a full and adequate price for same, wherefore the Court does now order and decree a private sale of said interest in said property by Frank W. Jackson, assignee in trust for the benefit of creditors of Paul Sturtevant, to E Byron Fish, his heirs and assigns, for the price or sum of Fifteen hundred Dollars ($1500.00), and upon the payment of said sum the said assignee is authorized and directed to make a good and sufficient deed therefor, to the said E. Byron Fish, his heirs and assigns. Per Curiam. (See petition filed)

Sept. 14, 1922, First and Partial Account of Frank W. Jackson Assignee of Paul Sturtevant filed, showing balance in Assignees hands of $67,100.68.

Same day, First and Partial Account of Frank W. Jackson, Assignee of Judson J. Snodgrass, filed, showing balance in Assignees hands of $12,191.99.

Same day, First and Partial Account of Frank W. Jackson, Assignee of Emmet J. Baird filed, showing balance in Assignees hands of $1491.58.

Same day, First and Partial Account of Frank W. Jackson, Assignee of Paul Sturtevant, Judson J. Snodgrass and Emmet J. Baird, trading under the name of the Bank of Conneautville, filed, showing balance in Assignees hands of $122,493.89

——continued on page 590——

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| b. Victor Johnson | Commonwealth of Pennsylvania, and Com. of Penn. to the use of Mary Saeger, vs. Wm. B. Saeger and A. E. Watson. | Record continued from page 16 of No. 16 February Term, 1922. |
| Donald b. Thompson X | | |

May 8, 1922. Petition of Mary Saeger, use plaintiff, for judgment for arrearage under order for support up to April 6, 1922, presented in open Court and filed.

And now, May 8, 1922, upon presentation of the within motion, and upon D. b. Thompson, Esq., attorney for defendant in open Court admitting the correctness of the amount due the use plaintiff, and upon his further agreeing to the Court making an order at this time, as prayed for, it is ordered, adjudged and decreed, That judgment be now entered against W. B. Saeger and A. E. Watson, and in favor of the Commonwealth of Pennsylvania, to the use of Mary E. Saeger, in the sum of Two Hundred Fourteen Dollars ($214.00), that being the amount due the use plaintiff Mary E. Saeger on April 6, 1922, and that all costs in these proceedings be paid by the said defendants W. B. Saeger and A. E. Watson; and that the said use plaintiff, Mary E. Saeger, have execution on said judgment forthwith, to collect same together with costs of suit.

(See paper filed)

Per Curiam.

Debt $214.00

Int. from April 6, 1922.

Sa. p. 9; W. p. 18.

Judgment.

V. L. Greeley, Prothy.

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| J. E. Bossard<br>x | Clarence L. Devore<br>vs<br>Maggie Anderson and<br>alias Margaret Flenory | Record continued from page 223,<br>of No. 31 Sept. Term, 1922. |

H. E. Langford, two hundred and nineteen (219) feet being the same land conveyed to Maggie Anderson by deed from Mrs. Rachel Green, dated May 18, 1888, and recorded in Deed Book U. No. 5, page 261: All of which said real estate I did then and there attach as the property of the defendant Maggie Anderson, alias Margaret Flenory, having found the said real estate in the actual possession of the said Samuel Davis, tenant, holding under the defendant in this attachment. As to the said Maggie Anderson, alias Margaret Flenory, defendant, she is not found in my bailiwick. So answers

H. B. Leitshall, Sheriff.

Order of Court: And now, June 5, A.D. 1922, it appearing to the court that the plaintiff Clarence L. Devore has a just cause of action against the defendant, Maggie Anderson alias Margaret Flenory, and that a writ of Foreign Attachment has been issued against the defendant in this proceeding and executed as an attachment upon a certain piece or parcel of land in the second ward of the city of Meadville, Penna, more fully and at large described in the return of the Sheriff made in this proceeding, and it also appearing to the court that one Samuel Davis is tenant in actual possession of the said described premises, holding under the defendant in this proceeding, and that he has been summoned by the Sheriff as garnishee, it is therefore ordered and decreed that H. B. Leitshall, Sheriff, is hereby authorized and empowered to collect and recover from the tenant of the premises, to wit, Samuel Davis, all such rent as shall have accrued at the time of the execution of the writ of attachment, or as may accrue thereafter, until the further order of the court.

(See paper filed)

Per curiam.

June 5, 1922 Certified copy of order issued to Sheriff.

And now January 18th 1922 This proceeding is hereby discontinued.

J. E. Bossard Atty for Plaintiff

Donald b. Thompson

X

George b. Marsh and Effie E. Marsh

vs.

Throop Barney et al.

Record continued from page 580 of No. 112 Sept. Term, 1922

And it further appearing that none of the parties respondent appeared, or commenced their said action within the period aforesaid, whereupon, since some of the parties were unknown, upon petition, Walter J. McClintock, Esq., was appointed Trustee for minors, lunatics, or other persons who might be under legal disability;

And it further appearing by the return of the Trustee filed this date in Open Court, that there are no parties other than the respondents who are interested in the said real estate, or who are suffering from legal disability to prosecute their action of ejectment; Therefore,-

It is hereby ordered, adjudged and decreed, that the said Throop Barney, Melancthon Wheeler, Melancthon Haskins, Eliza Ferguson, Uretta Lyon, Vesta Ann Lyon, Euson Lyon, Hulda Lyon, now Hulda Lyon McCartney, Olive Lyon, Catherine Lyon, Norah Lyon, now Norah Lyon Housel, Melissa Lyon, Henry Wykoff, and all other parties unknown, heirs at law of Lonson Lyon, deceased, or of John Haskins, deceased; and all other persons claiming by, through or under them, or any of them, any part or parcel of the real estate described in the petition filed in this case, be and they are hereby forever barred from bringing any action of ejectment for the recovery of the said premises so described or any part or parcel thereof; and the said real estate so described shall be and remain to the said George b. Marsh and Effie E. Marsh, free and discharged of any claim or interest of the said respondents, or of any one claiming by, from through or under them. Per Curiam. (See paper filed)

And now, August 6, 1923. On motion in open court, the fee of Walter J. McClintock, Esq., Trustee for minors, lunatics, etc., parties unknown, is fixed at $35.00.

(See paper filed)

Per Curiam.

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| Thomas & Thomas<br>x<br>O. Blare Kent | N. W. Notchkiss<br>vs.<br>Lavina Notchkiss | Record continued from page 46 of No. 46 February Term, 1922.<br><br>And now, Sept. 5, 1922, the libellant by his attorney enters a rule on respondent to show cause why a decree of divorce in the above stated case should not be granted. (See paper filed)<br>Same day Rule issued.<br>On Argt. List for Sep. Tr. 1922 No. 22. Sep. , 1922 Argued C.W.<br>Dec. 20, 1922, After due consideration, a divorce is decreed as prayed<br>Per Curiam.<br>(See back of Masters report) |

Decree:- And now, to-wit, Dec. 20, A.D. 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 N. W. Notchkiss be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between him, the said N. W. Notchkiss, the libellant, and the said Lavina Notchkiss, 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.

Record Continued from page 270 of No. 78 September Term, 1922

shown why satisfaction of the mortgages described in the petition should not be entered according to the prayer of the petitioner; and that the time for such answer and showing cause has expired; and the Court being satisfied of the truth of the allegations of the petition, it is now on motion of the attorney for the petitioners, Haley B. Best, Esq., 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 said mortgages, one given by the said Frank Deissler to the said Enterprise Building & Loan Association of Meadville, Pa., dated the 17th day of January, 1876, and recorded in Mortgage Book 5 page 208, and one dated December 16, 1878, given by the said Frank Deissler to the said Enterprise Building & Loan Association of Meadville, Pa., recorded in Mortgage Book "8" page 19, on payment of the costs relative to the entry of satisfaction of said mortgages and any proceedings thereon; and upon representation of a certified copy of this decree to the 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 said mortgages, and shall likewise bar any and all actions brought or to be brought thereon, as fully and as effectually to all intents and purposes as if the satisfaction had been entered by the legal holder or holders of the said mortgages.

Per Curiam
Thos. J. Prather
President Judge.

Record Continued from page 261 of No 69 September Term, 1922

Decree And now, to wit, this 5th day of Sept 1922, the Sheriff of Crawford County, having returned that after diligent search and inquiry he was unable to find the within named James & Woodsides, or any heirs or legal representatives of said James & Woodsides, mortgagee, or holder or holders of the mortgage mentioned in the petition filed at the above number and term in his bailiwick, and that in obedience to an order of court to him directed, notice of the facts set forth in the above mentioned petition was advertised once a week for four successive weeks, as required by law, from which notice it also appears that all parties interested were ordered to appear in Court on the Seventh day of August, 1922, which was more than thirty days from the filing of said petition, to wit, July 3, 1922, and no person having appeared to answer said petition as aforesaid, and the Court being satisfied of the truth of the allegations contained in said petition, it is, on motion of John O. McClintock, Walter J. McClintock and Austin K. George, attorneys for petitioner, ordered, adjudged and decreed that the prayer of said petition be granted, and it is hereby ordered, adjudged and decreed that the land described in the within petition as subject to the encumbrance or charge of any part thereof set forth in said petition and sought to be released and discharged therefrom, shall be released and discharged from the same, and the payment thereof, and that a copy of this decree shall be entered of record in the Office of the Recorder of Deeds for Crawford County, which said copy the Recorder shall enter of record upon his receiving his fees for the same, and that said decree and record shall forever hereafter operate as a release and discharge of the land from the encumbrance of said mortgage, as set forth in said petition, and shall bar all actions brought thereon, and that the said Recorder of Deeds, upon the filing and recording of a certified copy of this decree and the payment of his fees shall enter satisfaction upon the records in his office of the mortgage given by John George to James & Woodsides, recorded in Mortgage Book "2" page 669

Per Curiam

Thos. J. Trather J.

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| to Victor Johnson | Commonwealth of Pennsylvania, and Commonwealth of Pennsylvania to the use of Mary E. Saeger vs. Wm. P. Saeger and R. H. Scott | Record Continued from page 193 of No. 1 September Term, 1922. |
| Donald B. Thompson | | Sept. 5, 1922. Petition of Mary E. Saeger for judgment against W. P. Saeger and R. H. Scott for the amount accruing from April 30, 1922, to Aug. 31, 1922, presented in open Court and filed and order made as follows:— |
| Recd. Sept. 16th 1922 - from R. H. Scott - one of the sum ($168.00) One hundred sixty eight Dollars same beg in payment of the two judgments and being payment up to and including amount due on Recognizance to August 31, 1922 C. Victor Johnson atty for Pltff | | And now, September 5, 1922, Upon presentation of the foregoing petition in open Court and after due consideration thereof, and upon D. B. Thompson, Esq., Attorney for W. P. Saeger and R. H. Scott, the defendants admitting the correctness of the amount due and claimed by the said use plaintiff from the said defendants, and upon said attorney agreeing at this time that the Court might make an order as prayed for, it is ordered and decreed, That judgment be now entered for the Commonwealth of Pennsylvania to the use of Mary E. Saeger, and against the defendants W. P. Saeger and R. H. Scott, in the sum of $140.00, and we ascertain and liquidate the amount due to Mary E. Saeger, the use plaintiff, to be One Hundred and Forty ($140.00) Dollars, which said sum of $140.00 was due to her on August 31, 1922, and that sum being all the arrearages due her up to the 31st day of August, 1922. And it is further ordered and decreed that all costs in these proceedings up to the time of this order be paid forthwith by the said defendants, W. P. Saeger and R. H. Scott, and that the said use plaintiff, Mary E. Saeger, have execution on said liquidated judgment forthwith, to collect same together with costs of these proceedings. |
| And Now Feby 16th 1923 Received of R. H. Scott, the sum of One hundred and thirty two ($132.00) Dollars (by check payable to me, drawn on Crawford County Trust Co.), being in payment of judgment taken Feb. 5, 1923, and in full of balance due from surety on recognizance. C. Victor Johnson atty for Mary E. Saeger use Plaintiff | | (See paper filed) Per Curiam. Debt $140.00 Interest from Aug. 31, 1922. Sa. fa. 189; Sc. fa. 157 Judgment. V. L. Greeley, Prothy. |
| | | Feb. 5, 1923 Petition of Mary E. Saeger for judgment against defts., for amount due here to Jan. 31, 1923, with notice to and agreement of counsel for defts annexed, presented in open Court and filed. |
| See next page | | And now, this 5th day of February A.D. 1923, upon presentation of the foregoing petition in Open Court, and after due consideration thereof, and upon motion of D. B. Thompson, Esq., Attorney for W. P. Saeger and R. H. Scott, defendants, admitting the correctness of the amount due and claimed by the said use plaintiff from the said defendants, and upon the said Attorney agreeing at this time that the Court might make an order as prayed for, it is Ordered and Decreed that judgment be now entered for the Commonwealth of Pennsylvania, for the use of Mary E. Saeger and against the defendants W. P. Saeger and R. H. Scott, in the sum of One hundred thirty-one Dollars, and we ascertain |

No. 1 September TERM, 1922

(continued from preceding page.)

and liquidate the amount due Mary E. Saeger the use plaintiff to be One hundred thirty-one Dollars ($131.) which said sum of One hundred thirty-one Dollars was due to her on January 31, 1923, and that sum being all the arrearages due her up to the 31st day of January 1923. And it is further ordered and decreed that all costs in these proceedings up to the time of this petition be paid forthwith by the said defendants W.P. Saeger and R.H. Scott, and that the said use plaintiff, Mary E. Saeger, have execution of said liquidated judgment forthwith to collect this, together with the costs of these proceedings, the said execution and process to be against the said defendants, to wit: W.P. Saeger and R.H. Scott.

(See paper filed)

Per Curiam.

Debt $131.00

Int from January 31, 1923

Sa. page 189 Se. page 157

Judgment

V.L. Greeley, Prothy.