CRAWFORD COUNTY

APPEARANCE DOCKET

BOOK 211

1923

PIRRELLO ENTEPRISES INC.
Scanned August 2020

FEBRUARY TERM, 1923 App 211

Otto Kohler 1 12-4-22 Donald C. Thompson. v.s.	Aetna Chemical Co. a corporation, vs. Anthony Capozzi and Vincent Pepicelli, trading under the name style and title of Atlantic Cash Wholesale Grocery Co. Issued Nov. 13, 1922.	Summons in Assumpsit Returnable to First Monday of December next Nov. 13, 1922 Statement of Claim filed. Writ returned: Served the within Summons and Statement of Claim on the within named Anthony Capozzi and Vincent Pepicelli on Nov. 14, 1922, by handing a true and attested copy of each to Vincent Pepicelli and making contents of same known to him. So answers, H B Kutshall, Sheriff
April 6 1923 Rec'd of Pffs atty Eight and 25/100 Dollars Shff's Prosents V. L. Greeley P.Pro	Tax & writ (Atty pd) $ 2.00 Shff Kutshall 4.30 Pro. Greeley 3.75 Atty 3.00	And now, Nov. 27, 1922. On motion in open court, the time for filing an affidavit of defense in the above case is extended to first Monday of Dec. 1922. Per Curiam. (See paper filed) Dec. 4, 1922, Affidavit of defense filed. And now, Feb. 6, 1923. Plaintiff by atty enters a rule on defendants for judg-
April 6-1923 Rec'd of Pro Greeley my costs $4.30 Dollars H B Kutshall Sheriff Pro	ment for want of a sufficient affidavit of defense (See Rule Doc. 12, page 579) On Argt. List for Feb. Tr. 1923 No. 8. Feb. 28, 1923. Argued by Atty. Now, April 2, 1923 rule for judgment for want of a suffi- cient affidavit of defense, is made absolute. (See opinion of Court filed) Per Curiam. Same day, Judgment liquidated at the sum of Three hundred eighty-two and 17/100 Dollars - (See paper filed) Debt $382.17 Int. from April 2, 1923 C. P. 241; D. C. 189; Term p. 148. Judgment V. L. Greeley, Prothy.	

Now. April 6, 1923 this Judgment paid and hereby satisfied.

Otto Kohler
Atty

FEBRUARY TERM, 1923

2

E. A. Collins
vs.
Mrs. Maggie Sherretts
Entered Nov. 16, 1922.

Pro. Greeley (plff. pd) # 2.25

Of No. 43 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 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 One Hundred Dollars, being the amount of debt, interest and costs now due on the original judgment.

Debt # 100.00
Int. from Oct. 26, 1922

S.p. 143.

Judgment
V. S. Greeley, Pro

Nov 3 1923 Rec'd satisfaction in full debt interest and costs on the above judgment
E. A. Collins

3	J. A. Logan vs L. L. Harrington Entered Nov. 16, 1922 Prs. Sheeley (Plff. pd) # 2.25	Of No. 232 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 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-eight and 25/100 Dollars, being the amount of debt, interest and costs now due on the original judgment. Debt # 258.25 Int. from Oct. 31, 1922 No. 178 Judgment V. L. Sheeley, Prs.

April 13 1926 Rec'd satisfaction in full debt interest and costs on above judgment

J. A. Logan

FEBRUARY TERM, 1923

Albert L. Thomas
vs
O. Clare Kent 12/9/22

Mch. 8, 1923 Received from Deft. per Oblair Kent Atty $9.90 being prepaid tax + writ $2.00; Shff. $4.40 + Pro G. $3.50
V. L. Greeley, Pro.

Mch. 8th 1923 Rec'd. Atty fee in this case.
O. Clare Kent, Defts. Atty.

Mar. 10. 1923. Rec'd of Prothonotary $2.00 filing fee
Albert L. Thomas
Atty for Plff

March. 10. 1923
Received from Pro. Greeley $4.40 my costs
H. B. Cutshall Sheriff

Harry Patton
vs.
Elmer Brady
Issued Nov. 17, 1922.

Tax + writ (Atty)	$2.00
Shff Cutshall	4.40
Pro. Greeley	3.50
Atty	3.00

Capias ad Respondendum in an action of Trespass, Returnable to the first Monday of December next.
Bail required in the sum of $1000.00
Nov. 17, 1922, Affidavit to hold to bail filed.
And now, Nov. 17, 1922, Upon presentation of within, bail is fixed at $1000.00. By Hon. Thos. J. Prather, P.J.
Nov. 17, 1922, Plaintiff's statement of claim filed, and copy certified to Sheriff, to serve
Writ returned: Nov. 18, 1922, Had the within named Elmer Brady in my custody. He gave bail in $1000 for his appearance to Court First Monday of Dec. 1922. Bond attached.
So answers, H. B. Cutshall, Shff
Dec. 4, 1922 Affidavit of defense filed and service accepted by Plff's Atty.
On Trial List for 2d Monday of Jan. 1923, No. 25.
Jan. 17, 1923 Continued; Remanet. Per Curr.
On Trial List for 2d & 4th Mondays of March, 1923, No. 7.
March 8th, 1923 This case having been settled the same is hereby discontinued of record.
Albert L. Thomas
Atty for Plff

FEBRUARY TERM, 1923

Don T. Smith
5
Walter L. Peake

Ada Fisk
vs.
Leroy Lindsey
Entered Nov 18, 1922

	#
Pro. Greeley	2.00
Appraisers fee & Pffs	4.00
Shff. Southall	2.60
Pro. Greeley	5.50
Jury fee	4.00
Atty	3.00
Sat	20

Jan 16 1923 Recd of Defts atty Four Dollars jury fee
V. L. Greeley Pro

Feb. 1, 1923
Received $2.60 in payment of costs from Pro. Greeley
H. H. Southall
Sheriff

Feby 1 1923 Recd of Deft by atty Seven and 70/100 Dollars in payment of costs V. L. Greeley Pro

Of No. 19 November Term, 1922, Ex. Doc.
Feigned Issue.

And now, Nov. 14, 1922. It is ordered that an issue be formed in which Ada Fisk shall be plaintiff and Leroy Lindsley defendant, 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. Per Curiam.

(See paper filed)

Nov. 28, 1922. Claimants Statement of demand filed.

Nov. 28, 1922. Bond of Claimant, with C. A. Heath as surety, in the sum of $323.20, approved by the Court & filed.

Dec. 6, 1922. Defendants affidavit filed.

On Trial List for 2d Monday of Jan. 1923. No 2

And now, January 8, 1923. Jury selected and sworn as follows: 1- Walter Greisbaum, 2- C. E. Boyles, 3- John Palmquist, 4 Grover Andrews, 5- George Kohmann, 6- Mrs. Lottie Kepler, 7- Harry Ellis, 8- William L. Russell, 9- Bert Hanna, 10- Mrs. Alice Thompson, 11- Mrs. Addie Way, 12- William G. Prenatt: twelve good and lawful persons, who upon their solemn oaths which they have taken, say, January 9, 1923, they find for the defendant, Leroy Lindsley, for the sum of Eight and 93/100 Dollars.

F. page 141

Debt # 8.93
Int. from Jan. 9, 1923.

F. page 141

Judgment on the Verdict Jan. 16, 1923.
V. L. Greeley, Prothy.

Feby 19 1923 This judgment satisfied of record See paper filed

FEBRUARY TERM, 1923

Don F. Smith
6
Walter L. Beake

Jan 16 1923 Rec'd of Defts atty Four Dollars Jury fee
V. L. Greeley Pro

Received from Pro Greeley Feb. 1 1923 $2.00 My costs
H B Bulshall
Sheriff

Feby 1 1923 Recd of Deft by atty Seven and 70/100 Dollars my costs
V. L Greeley Pro

Will Fisk
vs.
Leroy Lindsey
Entered Nov. 18, 1922

	#	
Pro. Greeley		2.00
Appraisers (use of Plff)		4.00
Shff Bulshall		2.60
Pro Greeley		5.50
Jury fee		4.00
Atty		3.00
Defts. Bill of costs		65.29
Sat		.20

Of No. 19 November Term, 1922, Ex Doc
Feigned Issue.

And now, to wit, Nov. 14, 1922 It is ordered that an issue be formed in which Will Fisk shall be plaintiff and Leroy Lindsey defendant. 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. Per Curiam.
(See paper filed)

Nov. 28, 1922 Claimants statement of demand filed.

Nov. 28, 1922 Bond of claimant, with O. H. Fisk as surety, in the sum of #361.00, approved by the Court and filed.

Dec. 6, 1922 Defendants affidavit filed.

On Trial List for 2d Monday of Janr, 1923, No. 3.

And now, Jan. 8, 1923, Jury Selected and Sworn as follows: 1- Walter Greisbaum, 2- O. E. Boyles, 3- John Palmquist, 4- Grover Andrews, 5- Geo. Kohmann, 6- Mrs. Lottie Kepler, 7- Harry Ellis, 8- William L. Russell, 9- Bert Hanna, 10- Mrs Alice Thompson, 11- Mrs Addie Way, 12- William S. Prenatt: twelve good and lawful men, who upon their solemn oaths which they have taken, say, January 9, 1923, they find for the defendant, Leroy Lindsley, for the sum of One hundred and eighty-three and 20/100 Dollars. F. page 141.

Jan. 10, 1923. Defts. points filed.

Jan. 13, 1923. Defts. bill of costs filed = #65.29 = #

Debt	183.20
Int. from Jan. 9, 1923.	

F. page 141.

Judgment on verdict, Jan 16, 1923
V. L. Greeley, Pro Thy.

Feby 19 1923 The above judgment Satisfied of record. (See paper filed)

FEBRUARY TERM, 1923

Don J Smith
Walter L Drake

vs.

Anna Bzech
vs.
Leroy Lindsey
Entered Nov 18, 1922.

	#
Pro. Greeley	2.00
Appraisers	4.00
Shff. Critchfield	2.60
Pro. Greeley	5.50
Jury fee	4.00
Atty	3.00
Sat	20

Feby 1 1923 Rec'd of Pltff by atty Fourteen and 30/100 Dollars costs & Jury fee
V. L. Greeley Pro

Feb. 1 1923
Rec'd from Pro. Greeley on my costs
H B Critchfield
Sheriff

Of No. 19 November Term, 1922. Ex. Doc.
Feigned Issue

And now to wit, November 14, 1922. It is ordered that an issue be formed in which Anna Bzech shall be plaintiff and Leroy Lindsey deft. 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.

Nov. 28, 1922, Claimants statement of demand filed.

Nov. 28, 1922, Bond of claimant with O. H. Death as surety, in the sum of $150.00, approved by the Court and filed.

Dec. 6, 1922, Defendants affidavit filed.

On Trial List for 2d Monday of Jany, 1923 No. 4

And now, Jan. 9, 1923 Jury selected and sworn as follows: 1- O. F. Good, 2- Charles Staid, 3- Glenn Curtis, 4- Andy Bossard, 5- Harry Baker, 6- Lee Cooper, 7- Mrs. Pearl Smith, 8- James F. Bell, 9- A. J. West, 10- Bruce Liddicote, 11- Donald Mosinger: 12- Mrs. Emma Barnard: twelve good and lawful persons, who upon their solemn oaths which they have taken, say January 10, 1923, they find for the plaintiff, Anna Bzech. L. page 149.

Jan. 10, 1923. Defts. points filed.

Feby 1, 1923 rec'd of defendant satisfaction in full of the costs in above case and direct the same to be satisfied of record
Thomas & Thomas
Attys for Pltff.

FEBRUARY TERM, 1923

Roberts & Wasson
8

Dec. 13. 1922
Received $2.85 my costs
from Roberts & Wasson
J. B. Kutshall
Sheriff

Calvin David Kightlinger
vs.
Ethel Bell Kightlinger
Issued Nov. 20, 1922

Jay & writ (paid)	#	2.00
Shff. Kutshall		2.85
Aug. Delp, Master, (paid)		25.00
Geo. Greeley (rcd by Libellant for Atty. Feb. 23) Atty.		7.85

Subpoena in Divorce.
And now Nov. 20, 1922 subpoena awarded, Returnable to first Monday of January, 1923.
(Signed) Thos. J. Grather, P. J.
Subpoena returned: Served the within subpoena in divorce on the respondent personally on the 20th 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 J. B. Kutshall Shff.
And now, January 8, 1923, August Delp, Esq, is appointed Master in this case.
By Hon. Thos. J. Grather, P. J.
(See paper filed) Com. issued.
February 9, 1923 Testimony and report of Master filed
On Argt. List for Feb. Term, 1923 No. 26
March 5, 1923 After due consideration, a divorce is decreed as prayed upon the charge of adultery, and it is further decreed that the said Ethel Bell Kightlinger shall not marry with the said Leroy Henry, her paramour, during the life of Calvin David Kightlinger, the libellant. 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 Calvin David Kightlinger be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him the said Calvin David Kightlinger, the libellant, and the said Ethel Bell Kightlinger, the respondent,
And that thereupon all and every the duties, rights and claims, accruing to either the said libellant or the said respondent, at any time heretofore, in pursuance of said marriage, shall cease and determine.
And the said libellant shall be at liberty to marry again in like manner as if he had never been married.
And it is further decreed that the said Ethel Bell Kightlinger shall not marry with the said Leroy Henry, her paramour, during the life of Calvin David Kightlinger, the libellant.
Per Curiam.

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Edna L. Van Marter
vs
J. Wilson Hamilton
Entered Nov. 21, 1922.

Pro. Greeley for by Plff 2.25
Plff. on original 1.25

Of No. 144 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 Five hundred twenty-five Dollars, being the amount of debt now due on the original judgment, with interest thereon from July 16, 1921, and costs.

Debt $525.00
Int. from July 16, 1921

No. page 194

Judgment
V. L. Greeley, Prothy.

June 10 1926 Release of lien granted by Plaintiff on above judgment on 175 acres of land situate in Hayfield Township for boundaries (see paper filed.)
Nov. 16, 1927. Amicable Sci. Fa. to No. 4 Feb. Term, 1928.

FEBRUARY TERM, 1923

Thomas & Thomas	Mary Ann Hinckley, Electra Crawford, Cassius Gilson, Bessie Gilson and Ralph Gilson vs. E. E. Frances, Deft. and Brew Levick Co., Garnishee Issued Nov. 21, 1922 $ Jax + writ 2-2-23 paid 2.50 Shff. Kutshall 11.30 Pro Z paid 50	Of No. 161 February Term, 1923 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 Brew-Levick Company, and to summon it as Garnishee. Writ returned: Served the within writ on the within named E. E. Frances by handing to his wife Pearl Francis, an adult member of his family at 523 N. Perry Street, in the City of Titusville, Crawford County, Pa., a true and attested copy of the within writ on Nov. 29, 1922. Also, served the within writ on the within named Brew-Levick Company, on Nov. 29, 1922, in the City of Titusville, Pa., by handing to Mrs. A.A. Holst, clerk of said Company, a true and attested copy of the within writ, and making contents of same known to her. So answers, H. B. Kutshall, Sheriff.

Feby 1, 1923 The costs in this case having been paid by deft - E E Frances to H. B. Culshall Sheriff, the said case is hereby ordered discontinued.

Thomas & Thomas
Attys for P Plffs.

Feby 1, 1923, I hereby appear for the Crew-Levick Co. Garnishee in this case and consent to above discontinuance.

C W Benedict
Atty for Crew Levick Co.

Otto A Stolz

11

Solomon De Arment, use of Ella Dennis and H. A. Dennis, and now sole use of Ella Dennis,
vs.
Merton E. Barton, Executor of estate of William J. Barton, late of Bonneauk Lake, deceasd, with notice to Clarinna M. Barton, terre tenant.
Issued Nov. 21, 1922

Tax writ	Paid 2-19-23	$ 2.25
Rec. Boswell		.50
Shff. Gutshall		5.30
Pro. Greeley	Pd. 2-19-23	2.50
Atty		3.00

Scire Facias sur Mortgage recorded in Mortgage Book No. 59, page 261, Returnable to First Monday of January nett.
Nov. 21, 1922, Affidavit as to title to land filed.
Writ returned: Served the within writ on the within named Merton E. Barton and Clarine M. Barton on Nov. 23, 1922, in the Borough of Bonneauk Lake, 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 H. B. Gutshall, Sheriff.
And now, January 10, 1923, On motion of plaintiffs Attorney, judgment is entered in favor of the plaintiff and against the defendants, for want of an appearance and for want of an affidavit of defense; and judgment is liquidated at the sum of One thousand seventy-one Dollars and fifty-two cents. (See Rule Doc. 12, page 578)
Debt $1071.52
Int. from Jan. 8, 1923
Ba. pages 129, 904, 159.
Judgment
V. L. Greeley, Prothy.

Lev. Fac. to No. 64 Feb. Term, 1923.

Feby 12th 1923. It is understood and agreed that this judgment has been reduced by various payments including all credits paid to Sheriff Gutshall on writs now outstanding and in his hands to Seven hundred thirty eight and 93/100 Dollars with interest from Jany 8th 1923 all costs paid to date. And for the time of payments of said balance of $738.93 is hereby extended for two years from date. Interest to be payable semi annually.
Otto A Stolz Atty for Plff.
Clarine M. Barton
Merton E Barton

Nov. 25, 1924 Received satisfaction in full of the residue of above judgment, debt, interest and costs.

Miss Ella Dennis.

Otto A. Stolz
12

Ella Dennis
vs.
Merton E. Barton
Executor of the Estate
of William J. Barton
late of Conneaut Lake,
deceased, with notice
to Clarinna M. Barton,
terre tenant.
Issued Nov. 21, 1922.

Tax & writ	Paid 2-19-23	2.25
Rec. Boswell		.50
Shff Leitshall		5.30
Gro. Greeley	Paid 2-19-23	2.50
Atty		3.00

Scire Facias sur Mortgage recorded in Mortgage Book No. 83, Page 54.
Returnable to First Monday of Jany next.
Nov. 21, 1922 Affidavit as to title to land filed
Writ returned. Served the within writ on the within named Merton E. Barton and Clarinna M. Barton on Nov. 23, 1922, in the Borough of Conneaut Lake, 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 H.B. Leitshall, Shff
And now, January 10, 1923, On motion of plaintiffs attorney, judgment is entered in favor of plaintiff and against the defendants for want of an appearance and for want of an affidavit of defense, and said judgment is liquidated at the sum of Five hundred sixty-one Dollars and ten cents. (See Rule Doc. 12, p. 578)
Debt $561.10
Int. from Jan. 8, 1923.
Ba. pages 129, 90 & 159. Judgment
V.L. Greeley, Prothy
Lev. Fac. to No. 65 Feb. Term, 1923
Feb. 19, 1923 The above judgment satisfied (See Lev. Fac)

O. Clare Kent
13

Jan Feb. 3, 1923 Received from Libellant per Atty, $15.50, being Taxbook $2.00, Pro. Greeley since, $7.85 and Shff. Cutshall $7.65.

V. L. Greeley, Pro.

Feb. 5, 1923 Recd from Pro. Greeley, $7.65, my costs.

H. B. Cutshall Sheriff

April 10 1923 Recd from John C. Crawford Fifty One and 18/100 Dollars prepais costs

V. L. Greeley, Pro

April 11, 1923 Recd. from V. L. Greeley, Pro. $51.18 costs in this case.

O. Clare Kent
Plffs. Atty.

Margaret F. Crawford
vs
John C. Crawford
Issued Nov. 27, 1922.

	#
Tax & writ (fd by Atty)	2.00
Shff. Cutshall	7.65
J. B. Spencer, Master,	25.00
Pro. Greeley	7.85
atty	3.00
witness	5.68

Subpoena in Divorce

And now, Nov. 27, 1922, subpoena awarded, Returnable to the first Monday of January, 1923.

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

Subpoena returned: Served the within subpoena in divorce on the Respondent personally, on the fifth day of Dec. 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.

Now, Jan. 2, 1923, J. B. Spencer, Esq., is appointed Master in the above case.

By Hon. Thos. J. Grather, P. J.

(See paper filed) Commission issued.

Feby 5 1923 Testimony on part of Libellant and report of Master filed.

On Argt. List for Feb. Term, 1923. No. 27.

March 5, 1923. After due consideration, a divorce is decreed as prayed, and at the 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 Margaret F. Crawford be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Margaret F. Crawford the libellant, and the said John C. Crawford, the respondent.

And that thereupon all and every the duties, rights and claims accruing to either the said libellant, or the said respondent, at any time heretofore, in pursuance of said marriage, shall cease and determine:

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

Per Curiam.

(See paper filed)

Leland J. Culbertson

14

Jan 15 1923 Recd of Guardian Four and 40/100 Dollars costs in this case
V. L. Greeley Pro

Sept 15 1927 Recd as costs and adv account Fourteen and 50/100 Dollars
V. L. Greeley Pro

Feby 19, 1929 Recd of Guy Thorne atty Six and 50/100 Dollars as Costs
V. L. Greeley Pro

Petition of Thomas B. Lewis for appointment of a Guardian of Lovilla D. Lewis of the Borough of Cambridge Springs, as a person of weak mind. Entered Nov. 27, 1922

		#
Pro. Greeley (paid Jan.		3.00
A. J. Masters on sub.		1.40
Pro. Greeley add'l		3.00
Pro. Greeley for County		8.50
Trib. Pub. Co.		3.00
Pro. Gou accepted		6.50

Nov. 27, 1922, Petition presented in open Court and filed. Sprague, J.

And now, November 27, 1922, upon presentation of the within petition, a hearing of the above named application is fixed for Monday, Dec. 18, 1922, at 10 o'clock A.M., and it is directed that ten days written notice hereof be given to the said Lovilla D. Lewis and to the other members of her family residing within the jurisdiction of this Court by service of copy of petition and order of Court on each of them. Per Curiam. (See petition filed)

Dec. 18, 1922 Proof of Service of Notice & Subpoena filed.

Decree:- And now Dec. 18, 1922, after careful consideration of the testimony taken in the case in open Court, the Court finds that the said Lovilla D. Lewis is not able owing to weakness of mind, to take care of her own property.

Thos. B. Lewis is appointed Guardian to take care of the property of the said Lovilla D. Lewis, and the said Thos. B. Lewis to enter into security in the sum of $1500.00, and to provide bond in said sum satisfactory to this Court.

Per Curiam,
Thos. J. Prather, P.J.

Jany 8, 1923, Bond of Thomas B. Lewis, Guardian, with New Amsterdam Casualty Co. as surety, in the sum of $1500.00, approved by the Court and filed. Clerk of appointment issued.

Sept. 4, 1923 Petition of Clara R. Lewis for appointment of a Guardian in place of her late husband Thomas B. Lewis, presented in open Court and filed.

And now, Sept. 4, 1923, upon consideration of the within petition, and the facts presented therein, an order is made appointing Mrs. Lovilla Lewis Fry, Guardian of Lovilla D. Lewis, as prayed for in the within petition, bond to be given in the sum of $1500, with approval by Court. Per Curiam. (See paper filed)

Oct. 11, 1923 Bond of Lovilla Lewis Fry, Guardian with New Amsterdam Casualty Co., as surety, in the sum of 1500.00, approved by the Court and filed.

Sept. 8, 1927 First partial account of Lovilla Lewis Fry, Guardian of Lovilla D. Lewis, filed in open Court and confirmed nisi, and notice issued for publication in Meadville Tribune-Republican that said account will be finally confirmed on first Monday of October next, unless exceptions be filed in meantime.

Sept. 24, 1927 Proof of publication of notice of account filed.

Account recorded in Account Doc. 4, p. 332.

Feby 19 1929 Final account of Guardian filed Showing balance due Estate of 499.80 Notice issued to Tribune Pub Co that account will be finally confirmed on 2nd Monday of March next Unless Exceptions are filed in the Meantime

Mar. 16, 1929 Proof of publication of notice of final account filed.

O Blare Kent 15 Otto Kohler	G. F. Lytle vs Standard Sewing Machine Company. Entered Nov. 28, 1922.	Of No. 10 February Term, 1923. Ex. Doc. Feigned Issue.

	#
Pro. Greeley	2.00
Appraisers (use of claimant)	4.00
Pro. Greeley, addl	1.25
Atty	3.00

And now, to wit, November 28, 1922, after having heard and considered the above rule, and the parties therein interested, have agreed that that the said rule be made absolute forthwith, it is ordered and adjudged that the same shall be made absolute, and an issue formed in which G. F. Lytle, the claimant, shall be the plaintiff, and Standard Sewing Machine Company, defendant. 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.

And now, Dec 13, 1922, On motion of defendants attorney, judgment granted against G. F. Lytle for default in filing statement of title and bond.

(See paper filed) By Hon. Thos. J. Grather, P.J.

2 page 149

Judgment

D. L. Greeley, Pro.

FEBRUARY TERM, 1923

+	In the Matter of the selection of persons to be Jurors for the year 1923 Entered Dec. 4, 1922	Order of Court.
16	Bro. Greeley 3.00	Now, November 30, 1922, 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 Six hundred intelligent and judicious persons to serve as jurors in the several Courts of said County, there to remain until duly drawn for service according to law. Per Curiam. (Signed) Thos. J. Prather, P.J. (See paper filed)

Dec. 4, 1922 Copies of order certified to Jury Commissioners

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

Jan 24 1923 Names of Electors placed in Jury Wheel to serve as Jurors for year 1923 filed

W. J. Sirdevan
17

Feby 23 1924 Rec'd of Sheff by atty Eighteen and 65/100 Dollars in Shff + Pro'thp costs
V. L. Greeley Pro

Feb. 23. 1924 Received of Sheff my costs from Pro Greeley H B Entshall Sheff

Harry Leroy Crawford
vs.
Lillian Belle Crawford
Issued Dec. 5, 1922.

	#	
Jas + work (paid)		2.00
Shff. Entshall		10.80
O.W. Benedict, Master,	paid	25.00
Pro. Greeley		7.85
Atty		3.00

Subpoena in Divorce
And now, December 5, 1922, subpoena awarded as within prayed, Returnable the first Monday of February, 1923.
(Signed) Thos. J. Brather, P. J.

Subpoena rec'd. Served the within subpoena in divorce on the respondent, personally, on the twenty-ninth day of January, 1923, 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. Entshall, Shff.

And now, Feb. 5, 1923. O.W. Benedict, Esq. is appointed Master in this case
By Hon. Thos. J. Brather, P. J.
(See paper filed) com. issued.

Feby 11 1924 Testimony on part of Libellant and report of Master filed.

On Argument List for Feb. Term, 1924. No. 18.

March 24, 1924. After due consideration, a divorce is decreed as prayed. Per Curiam.

Decree: And now, to-wit March 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 Harry Leroy Crawford be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between him the said Harry Leroy Crawford the libellant, and the said Lillian Belle Crawford 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, 1923

18	Petition for Appointment of an Auditor to examine the accounts and dockets of the Prothonotary, Register and Recorder, and Clerk of the Courts for the fiscal year 1922. Entered Dec. 7, 1922 Pro. Greeley $2.00	Dec. 7, 1922, Petition presented in open Court and filed. And now, December 7, 1922, upon presentation of the within petition and on due consideration thereof, Thos. F. Charlton, Esq., is hereby appointed Auditor as prayed for. (See petition) Per Curiam. March 27 1923 Auditors Report filed (See paper files)

19	Venire for the Second Monday of January 1923. Issued Dec 8, 1922. # Pro. Greeley 1.75	Venire to draw and summon 50 qualified persons to be Traverse Jurors for the Court of Common Pleas to be held the Second Monday of January, 1923. And now, January 8, 1923, I, A.B. Kutshall, 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 Second Monday of January, 1923, except— Clement L. Foulk, notice returned not found, Don P. Davis, notice returned not found,— who were not found in my bailiwick. So answers A.B. Kutshall, Sheriff.

20

G. E. Humphrey
vs.
Mrs. Mary Lewis
Entered Dec. 11, 1922
Pro. Greeley ppa Dec. 13/22 # 2.25

Of No. 128 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 plaintiff and against defendant, with all the waivers and conditions contained in the original judgment note, for the amount of debt, interest and costs now due on the original judgment. Same day - Dec. 12, 1922, the judgment is liquidated at the sum of Thirty-nine and 89/100 Dollars
Debt # 39.89
Int. from Dec. 11, 1922
Judgment
V. L. Greeley, Pro.

L page 23

Oct 6 1924 Release of lien granted by Plaintiff on above judgment on lot situate in Cambridge Springs Pa for description (See paper filed.)
January 19, 1925. The above judgment satisfied. (See paper filed)

✓ R. Miller 21	✓ C.S. Blakeslee vs. ✓ Albert Blakeslee, Administrator of the estate of Harry Blakeslee, deceased, and O.H. Danner, Guardian of Frank C. Blakeslee and Marion Blakeslee, minor children of Harry Blakeslee, decd. Issued Dec. 11, 1922 Tax writ Paid 2-16-23 # 2.25 Rec. Boswell .50 Shff. Gutshall 10.30 Pro. Greeley Paid 2-16-23 2.50 Atty 3.00	Scire Facias sur Mortgage recorded in Mortgage Book Volume 163, page 124; Returnable to the First Monday of January next. Dec. 11, 1922, Affidavit as to ownership, Statement of Plffs. claim, and averment of breaches of mortgage, filed. Writ returned: Served the within writ on Albert Blakeslee, administrator and O.H. Danner, Guardian, on Dec. 12, 1922, by handing a true and attested copy of the writ to May Blakeslee, wife of Albert Blakeslee, and also handing a true and attested copy of the writ to Myrna Danner, wife of O.H. Danner on Dec. 12, 1922, and making contents of same known to them, in Bloomfield Township, Crawford County, Pa. So answers, A.B. Gutshall, Shff. And now, January 1, 1923 On motion of plaintiffs attorney judgment is entered in favor of plaintiff and against the defendants for want of an appearance and affidavit of defense, and liquidated at the sum of Two thousand four hundred forty-six Dollars and Fifty cents. (See paper filed) Debt # 2446.50 Interest from Janu 4, 1923 Bl. p/p. 59, 179, 179 D.p. 172. Judgment V. Greeley, Proth'y. Lev. Fac. to No. 49 Feb. Term, 1923

FEBRUARY TERM, 1923

B. B. Bickett 22	Petition of William D. Hope for adoption of Flossie J. Burdy, an adult person, daughter of John Burdy and Emma Burdy, his wife, (both deceased), as his child and heir Entered Dec. 11, 1922 # Bro. Spruley (paid) 3.00	Dec. 11, 1922, Petition of William D. Hope, with consent of Flossie J. Burdy annexed, presented in open court and filed. Decree Now, December 11, 1922, on hearing the foregoing petition and accompaning declaration of consent and agreement, the adoption as prayed for is approved, and the Court orders and decrees that the said Flossie J. Burdy shall henceforth have all the rights and be subject to all the duties of a child and heir of the said William D. Hope, the petitioner, and the said William D. Hope shall have all the rights and be subject to all the duties of a parent Flossie J. Burdy, as fully to all intents and purposes as if the said Flossie J. Burdy had been born the lawful child of the said William D. Hope. Per Curiam. (See paper filed) Dec. 11, 1922 Certified copy of decree issued.

FEBRUARY TERM, 1923

b. W. Benedict 23 Morris, Walker and Boyle Pittsburgh Pa Otto Kohler.	York Metal and Alloys Company vs. Cyclops Steel Company Issued Dec. 11, 1922.	Summons in Assumpsit, Returnable to First Monday of January, 1923 Dec 11, 1922, Plaintiff's statement of claim filed Writ returned: Served the within summons and statement of claim on the within named Cyclops Steel Company on Dec. 20, 1922, by handing a true and attested copy of each to Charles T Evans Metallurgist of said Company, and making contents of same known to him, in the City of Titusville, Pa. So answers, H B Cutshall, Shff.
Oct. 16, 1924. Paid from W. Benedict Esqr #39.60, Shff. Cutshall #26.80; Pro. Greeley costs #12.60 + asst. 4 [illegible] V. L. Greeley, Pro.	Tax + writ (paid) # 2.00 Shff Cutshall 14.80 Pro. Greeley 6.75 Atty 3.00 Appeal to S.C. (2-2-24) paid atty 3.00 Pro. G. doc. ent. for S.C. 2.00 Plffs Paper book S.C. 48.00 Atty fee S.C. 3.00 Pro Gruss ed 3.00 Pro. G. on Fi. Fa. .85 Shff. Cuntis. Fa. 11.60 Jan 7/25 doc. Entrs. paid (1-13-25) 2.00 June 8/25 " " " 2.00	Jan 1, 1923 Morris, Walker and Boyle of Pittsburgh and Otto Kohler of Meadville appear for Defendant. (See paper filed) And now, Jan. 2, 1923, Ten days additional time allowed defendant from Jan. 4, 1923, for filing affidavit of defense. Per Curiam. (See paper filed) Jan. 12, 1923. Affidavit of defense and counter claim filed, and service receipted by plaintiffs attorney. Jan. 23, 1923. On motion in open court, time for filing reply to Defts. affidavit of defense and counter claim extended to Feb. 16, 1923. Per Curiam. (See paper filed) Feb. 12, 1923. Plaintiffs reply filed, and service accepted by defts. attorney. And now, February 26, 1923, plaintiff by attorney enters rule on defendant for judgment for want of a sufficient affidavit of defense. (See Rule Docket 12, page 579) On Argt. List for May Term, 1923 No. 1. "May 28, 1923. Counsel in open court agree to file briefs of argument within fifteen days." Now, December 24, 1923, rule absolute, and judgment directed to be entered for plaintiff and against defendant, for the amount declared for in the statement of claim, together with costs and interest. Per Curiam. (See opinion of court filed) Same day, Judgment liquidated at the sum of Ten thousand seven hundred sixty-one Dollars and twenty-eight cents. (See opinion) Debt # 10,761.28. Int. from Dec 24, 1923 Judgment V. L. Greeley, Prothy Corrs. page 133
Contd from bottom of this page. Jan. 15, 1924 Certiorari in appeal of deft. to the Supreme Court filed. Being No. 316 Jan. Term, 1924, Returnable to 4th Monday of April next. June 5, 1924 Record returned and remittitur and certified copy of opinion of "Sadler, J." filed. "The judgment is affirmed." [illegible] 68 Sept Tr 1924 Dec 16, 1924 For value received this judgment, debt, interest & costs is hereby assigned to The Fidelity and Casualty Company of New York. York Metal & Alloy Co. By H. C. Benedict Atty. Test V. L. Greeley, Prothy	Jan. 12, 1924. Bond of Deft. with Fidelity and Casualty Co. of New York as surety, in the sum of $21,500, conditioned under sections 6 & 13, Act of 1897, upon appeal of Deft. to Supreme Court filed. Record Contd on page 360.	

FEBRUARY TERM, 1923

Arthur R. Thompson
Donald C. Thompson (See portion of Aug. 11/26)

24

Petition of the Titusville Iron Works Company for Appointment of Viewers to assess damages for vacating of a street, to wit, a portion of South Washington Street, in the City of Titusville.
Entered Dec. 15, 1922.

Pro. Greeley	3.00
Titusville Herald, adv.	15.20
1/3/23 Postage to Brampton	.19
Bill of Viewers Costs,	138.40
Pro. S. for County	10.00

Dec. 11, 1922, Petition presented to the Hon. Thomas J. Prather, P.J.

And now, this 11th day of December, A.D. 1922, On presentation and consideration of the foregoing petition, John A. Northam, D. D. Stranahan and John Kirk are hereby appointed viewers, who shall, after first being duly sworn or affirmed to faithfully, justly and impartially decide, and true report make concerning all matters and things submitted to them in relation to which they are authorized to inquire with reference to damages to property owners of the City of Titusville, Pa., in consequence of the vacating by it of that portion of its South Washington Street described in its ordinance No. 981, attached to and made part of the foregoing petition, - shall meet on and view the said portion of said street so vacated, and the property or properties affected by such vacating, on the 4th day of January, 1923 and, after ten days' notice by publication in the Titusville Herald of the said City of Titusville, of the time and place of their first meeting, the said viewers shall hold such meetings and hearings in the said City of Titusville as may be necessary for the purpose of inquiring into, hearing and determining what damages, if any, have been or may be sustained by the said property owners or their lessees as a consequence of such vacating of the said portion of said street, and if any such damages are found, to whom payable and in what amounts, and the said viewers shall make a true report thereof to this Court not later than the first Monday of February, 1923, unless otherwise ordered by this Court on sufficient cause being shown by the said viewers. All proceedings of the said viewers in fulfilling the purposes and objects of their appointment, shall comply with the terms of the General Act of Assembly of this Commonwealth approved May 16, 1891, P.L. 75, and approved June 23, 1911, P.L. 1123, with amendments and supplements thereto, and such rules and regulations as this Court may direct, having due regard to the circumstances of the case.
(See petition filed) Per Curiam.

Continued on page 368.

Dec. 15, 1922. Order issued to Viewers.

Aug. 11, 1926. Petition for re-appointment of Viewers, presented in open Court, Aug. 2, 1926, and filed.

Order:- And now, to wit, Aug. 2, 1926.- Jeff E. Bossard, D. D. Stranahan and W. A. Doane are appointed viewers pursuant to the prayer of the foregoing petition, and said viewers are hereby ordered and directed to meet

FEBRUARY TERM, 1923

O. Clare Kent

25

J. W. Smith
for Garnishee.

The Wm. Edwards Company
vs.
Fred Wheeling, deft.
and Crawford County Mutual Insurance Company, Garnishee.
Issued Dec. 16, 1922

Tax & writ		2.50
Shff. Cutshall		6.30
Pro. Greeley		2.50
Atty	3	3.00
Costs of Original Judgt.	3	4.70
Pro. Greeley on Rule		3.00
Appeal to S.C. (pd by Appellant Sept 9, 1924)		3.00
Pro Greeley use of Co		5.75
		30.75

Of No. 188 November 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 Crawford County Mutual Insurance Company, and to summon the said company as Garnishee.

Writ returned: Served the within writ on the Crawford County Mutual Insurance Company on Dec. 18, 1922, by handing to E.A. Hempstead, Secretary of said company, at the Masonic Building in the City of Meadville, Pa., 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 Fred Wheeling on Jan. 5, 1923, by handing a true and attested copy of the within writ and making contents of same known to him.

So answers N.B. Cutshall, Sheriff

And now, March 7, 1923. On motion of plaintiff's attorney, judgment for default is entered in favor of plaintiff, and against the Crawford County Mutual Insurance Company, Garnishee, and liquidated at the sum of One hundred and thirty and 25/100 Dollars, with costs of suit. (See paper filed)

Debt # 130.25
Int. from March 7, 1923.
Judgment
V.L. Greeley, Pro.

Fi Fa no 37 Feby Term 1924

Dec. 24, 1923 Rule to show cause why the judgment should not be opened, and the defendant garnishee let into a defense, and proceedings on the Fi. Fa. stayed in the meantime. By the Court. (See petition filed.)

Jan. 5, 1924. Plaintiffs answer to rule filed, and service accepted.

On Argt. List for Feb. Term, 1924, No. 2. Feb. 26, 1924. Argued by V.

Feby 26 1924. Motion to Enlarge prayer for relief by asking Court to strike off judgment filed in Gen'l Court.

Now, Sep. 2, 1924. Rule to open judgment and let deft. garnishee into a defense, and rule to strike off said judgment are both discharged. Per Curiam. (See opinion filed)

Sept. 2, 1924. Exception by garnishee allowed and filed, and bill sealed for Garnishee. Per Curiam. (See paper filed)

Sept. 9, 1924. Bond of Crawford County Mutual Insurance Company, Garnishee, with E.A. Hempstead and John E. Reynolds as sureties, in the sum of $300.00, upon appeal to Superior Court, approved and filed.

May 1, 1925 Rec'd. $6.00 in full of Costs this Case.
O. Clare Kent
Pltff's. atty.

May 1, 1925 - Rec'd of O. Clare Kent atty Thirty three and 40/100 Dollars in full of Pro. Costs
V. L. Greeley Pro

May 1st 1925 Rec'd of Pro Greeley Six & 50/100 Dollars My Costs
H.B. Cutshall
O.K.H. Sheriff

Continued on page 359.

FEBRUARY TERM, 1923

J. Berry Eckels

26

Louise McMahon Thompson

vs

Ordell S Thompson

Issued Dec. 18, 1922

	Jay & writ	2.00
	Shff. Butchall	7.85
	V. Johnson, Master, ad	25.00
	Pro. Greeley	7.85
	Atty	3.00
	Master since Paid 7-2-23	10.00
	Pro Greeley paid	3.00

Feb. 13, 1923 Received from Libellant per Atty, $17.70 being Jay & writ $2.00 Shff. Butchall $7.85; Pro Greeley $7.85.

V. L. Greeley, Pro

Feby 13 1923 Rec'd of Pro Greeley Seven and $8.5/100 Dollars my costs

H B Butchall Sheriff

Subpoena in Divorce

And now, December 18, 1922, subpoena awarded. Returnable to First Monday of February next.

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

Subpoena returned: Served the within subpoena in divorce on the respondent personally, on the 3d day of January, 1923, 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, Feb. 12, 1923. V. Victor Johnson, Esq. is appointed Master in this case, to take testimony and report thereon to the Court. By Hon. Thos. J. Brather P.J. (See paper filed) Com. issued.

And now, Feb. 13, 1923. By leave of court, the libel in this case is amended by striking out the words, "hath from the 29th day of March, 1920," and inserting in place thereof the words, "hath from the 12th day of April, 1920" (See paper filed)

Feby 16 1923 Testimony and Report of Master filed.

On Arg. List for Feb. Term, 1923. No. 28.

March 5, 1923. The complaint was desertion. Separation with justification is not desertion. Proof that the separation was without justification is required. There was no such proof. Divorce refused without prejudice to refer back to Master for further proof at a subsequent term.

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

And now, March 12, 1923, Upon motion in open court, this case is referred back to V. Victor Johnson, Master, to take additional testimony and report. Per Curiam (See paper filed) Order issued.

May 18 1923 Additional Testimony and Report of Master filed.

On Argument List for May Tr. 1923, No. 19.

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 A.D. 1923, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken & 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 Louise McMahon Thompson be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Louise McMahon Thompson the libellant and the said Ordell S. Thompson the respondent. And that thereupon all and every the

Record continued on margin

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, 1923

J. E. Bossard 27	In the matter of the Assignment of Mrs. DeEtta E. Washburn, formerly DeEtta E. Aikens to Theodore E. Bradley, for benefit of creditors. Entered Dec. 18, 1922 # Pro. Greeley, 3.00	Dec. 18, 1922 Petition of Assignee for appointment of Appraisers, presented in open Court, and filed. Now, Dec. 18, 1922, On consideration of the within petition, D. Alsdorf and Harry Stranahan are appointed appraisers as prayed for. (Signed) Thos. J. Prather, P. J. Same day, Certificate of appointment issued. March 8, 1923 Inventory and appraisement filed in open Court, amounting to #692.00.

FEBRUARY TERM, 1923

Albert L Thomas Ped b Kiebort 28 Thomas & Thomas. Dec 22 1922 V L P Co	↓ William Laney vs. ↓ Alta Butler, Crawford County Trustee, and Crawford County Trust Company Guardian. Issued Dec 20, 1922 Tax & writ (Plff's Paid) # 2.00 Shff Butshall 7.40	Summons in Assumpsit; Returnable to First Monday of January next Dec 20, 1922 Affidavit that Plffs claim exceeds $300.00 filed Writ returned: Served the within summons on the within named Crawford County Trust Company on Dec 20, 1922 by handing to L L Beatty of said trust company a true and attested copy of the within writ, and making contents of same known to him; also served the within summons on the within named Alta Butler on Dec 22, 1922 at her residence in the Borough of Linesville, 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 Butshall, Sheriff.

Arthur L. Bates
29
C. Victor Thomson
Jan. 29, 1923

Elizabeth Sutton
vs
Harrison Sutton
Issued Dec. 21, 1922

Subpoena in Divorce from bed and board with alimony.

Dec. 21, 1922, Subpoena awarded as prayed, Returnable to the first Monday of February next.
(Signed) Thos. J. Brather, P. J.

Subpoena returned. Served the within subpoena in divorce on the respondent, personally on the 22d day of December, 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. Buttshall, Shff

Jas. + writ (pd by Plff)	2.00
Shff Buttshall	7.65
Pro. Greeley	5.25
Atty	3.00
Master	15.00
Miss Bartholomew	5.00
Total	$37.90

May 7, 1923 Rec'd of Dept atty Thirty Seven and 1/100 Dollars as costs.
U. L. Greeley Pro

May 7, 1923, Received of L. Greeley, Pro. my fees Stenographer in this case.
Mary Bartholomew

May 7, 1923
Received from Pro. Greeley 65¢ my costs.
H. B. Buttshall Sheriff

May 7, 1923, Rec'd of Pro Greeley fifteen dollars in full for my fee as Master.
W. W. Henderson

May 8, 1923 Rec'd of Pro Greeley $3.00 Doc fee to date
Atty for Libellant

And now, January 29, 1923, Respondent by his attorney, enters a rule on libellant to furnish a bill of particulars within thirty days after service of notice, or non pros., see. reg.
Same day, service of rule accepted by libellants attorney. (See paper filed)

Feby 12, 1923. Libellants bill of particulars filed.

Feb. 12, 1923 Petition of libellant for alimony pendente lite, counsel fee and expenses, presented in open Court & filed.

And now, to wit: Feb. 12, 1923. On presentation of within petition and motion, a rule to show cause is granted; returnable to fourth Monday of February, 1923
(See paper filed) Per Curiam.

On Arg. List for Feb. Tr. 1923, No. 1.

Feb. 26, 1923 Answer to rule for alimony and counsel fees filed, and service of copy accepted by Atty for libellant.

March 7, 1923. Answer of respondent to the Libel in Divorce filed
Same day, Libellants attorney accepts service by copy.

February 27, 1923 After hearing and consideration, counsel fees are fixed at $75.00, without prejudice to later consideration; and alimony pendente lite for libellant is fixed at $12.00 per week, to begin as of this date, and to be payable every two weeks, or monthly weeks in arrear and two weeks in advance. Per Curiam

March 15, 1923. W. W. Henderson, Esq., is appointed Master.
(See paper filed) Com. issued. By Hon. Thos. J. Brather, P. J.

May 7, 1923. Petition of libellant for leave to withdraw above suit, presented in open Court and filed.

And now, to wit, May 7, 1923. Upon consideration of the within petition, the same is granted, and upon payment by the defendant of the costs of this case including the amount set forth for the Master and Stenographer, the Prothonotary is directed to mark the same Settled of record.
(See paper filed) Per Curiam.

Same day, This case settled

FEBRUARY TERM, 1923

S. R. Miller
30

May 7 1923 Rec'd 3rd atty fee
V. L. Greeley Pro

W. A. Martin
vs.
V. L. Russell and
D. S. Thomas
Entered Dec 25, 1922

	#
Pro. Greeley (paid)	2.25
Atty	3.00
Sat. (paid May/23)	.20

Of No. 252 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 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 Six Hundred Dollars, being the amount of debt, interest and costs now due on the original judgment.

Dated Dec. 26, 1922

	#
Debt	600.00
Int. from Nov. 10, 1922	
Judgment	

V. L. Greeley, Pro

R. p. 71; I. p. 96

~~Paid~~ May 1, 1923 Received satisfaction in full of the above judgment, debt interest and costs which were prepaid by plaintiff. Atty-fee was not paid to me.

W. A. Martin

Thomas & Thomas for Rule.

31

Guy Thorne

Commonwealth of Pennsylvania vs. A. J. Burnett

Entered Dec. 28, 1922

Tax & entry (pd by Dft)	1.75
Pro. Greeley since [illegible]	2.00
Atty	3.00
Costs on Trans.	19.76

Appeal by Dft. from Judgment of A. L. Boynton, Alderman. Sur petition of defendant:

And now, Dec. 28, 1922, on consideration of the foregoing petition, the appeal therein prayed for is hereby allowed upon the following terms and conditions: That the defendant therein shall first enter bail in the sum of Two Hundred Dollars, conditioned for the payment of the penalty and the costs accrued and which may hereafter accrue, said bond to be acknowledged before the said Alderman and filed with the appeal in this case (Signed) Thos. J. Grather P.J.

Same day, Certified copy of order issued.

January 2, 1923, Transcript of proceedings before A. L. Boynton, Alderman, filed.

Mar 5, 1923, Recd of A. J. Burnett, above defendant, sum of $57.76, being fine and aldermans costs,

Thomas & Thomas
attys for Comw.

And now, Feb. 12, 1923, On motion in open Court, a rule to show cause why the appeal heretofore granted in the above stated case should not be quashed, is hereby granted, returnable and for hearing the fourth Monday of February next. Per curiam (See paper filed) Rule issued.

On Arg. List for Feb. Term, 1923 No. 12

Mar 5, 1923, the fine and costs in the above case having been paid the same is marked settled of record.

Thomas & Thomas
attys for Comw.

FEBRUARY TERM, 1923

A. G. Richmond 32	The City of Meadville vs Antonio Caravella, owner or reputed owner, Christina Caravella, present owner. Issued Dec. 28, 1922 Tax & writ 2.25 Sff on Lien 1.25 Sheff. Butshall, 3.50	Of No. 6 February Term, 1918 J. & D. Sci. Fa. sur Municipal Lien filed Dec. 29, 1917, and entered in Tax Lien Docket No. 1, page 315. b. p. 269 Dec. 28, 1922 Affidavit of City Solicitor filed. Writ returned: Served the within writ on Antonio Caravella and Christina Caravella on Dec. 30, 1922, by handing a true and attested copy of the within writ to each of them, and making contents of same known to them. So answers N. B. Butshall, Sheff

A. G. Richmond 33	The City of Meadville vs John McLean Estate, owner or reputed owner; L. L. McLean and Alice McLean Ferguson, present owners. Issued Dec 28, 1922 # Tax & writ 2.25 Shff Butshall 3.70 Plff on Lien 1.25	Of No. 22 February Term, 1918, J. L. Doc. Sci. Fa. sur Municipal Lien filed Dec. 29, 1917, and entered in Tax Lien Docket No. 1, page 323. M'p. 132; F. p. 14. Dec. 28, 1922, Affidavit of City Solicitor filed. Writ returned: Served the within writ on the within named L. L. McLean Dec. 30, 1922, and on Alice McLean Ferguson on Jan. 4, 1923, by handing to each a true and attested copy thereof, and making contents of same known to them. So answers, H. B. Butshall, Shff.

FEBRUARY TERM, 1923

Mc. Richmond 34	The City of Meadville vs C. C. McLean, owner or reputed owner Issued Dec. 28, 1922	Of No. 23 February Term, 1918, I. L. Doc. Sci. Fa. sur Municipal Lien filed Dec. 29, 1917, and entered in Tax Lien Docket No. 1, page 324. Dec. 28, 1922, Affidavit of City Solicitor filed.
	#	
Tax & writ	2.25	"Writ returned. Served the within writ on C. C. McLean on Dec. 30, 1922, by handing to him a true and attested copy thereof, and making contents of same known to him. So answers, H. B. Leitshall, Shff.
Clff. on lien	1.25	
Shff. Leitshall	2.60	
Suggestion	1.00	Suggestion of non-payment. And now Dec. 27, 1923, the claimant by its solicitor, suggests of record that the above claim is still due and owing to the claimant, and avers that the owner is still in default for non-payment thereof. (Signed) Dickson Andrews City Solicitor.

TERM, 1923 FEBRUARY

A. G. Richmond 35	The City of Meadville vs. Mrs. Jennie Butler, Owner or reputed owner Issued Dec. 29, 1922	Of No. 2 February Term, 1918, I. L. Doc. Sci. Fa. sur Municipal Lien filed Dec 29, 1917, and entered in Tax Lien Docket No. 1, page 313 Dec. 29, 1922, Affidavit of City Solicitor filed. Writ returned: Served the within writ on the within named Mrs. Jennie Butler on Dec 30, 1922, by handing to her a true and attested copy of the within writ at her home No. 219 Walnut St., Meadville, Pa., and making contents of same known to her. So answers, H. B. Kutshall, Shff Suggestion of non-payment. And now, Dec. 27, 1927, the claimant by its solicitor, suggests of record that the above claim is still due and owing to the claimant, and avers that the owner is still in default for non-payment thereof. (Signed) Dickson Andrews, City Solicitor.
	#	
	Tax & writ 2.25	
	Affy on lien 1.25	
	Shff Kutshall 2.60	

FEBRUARY TERM, 1923

Alys. Richmond 36	The City of Meadville vs Margaret Flenory, Owner or reputed owner Issued Dec 29, 1922	Of No. 10 February Term, 1923. Ld. Doc. Sci. Fa. sur Municipal Lien filed Dec 29, 1917, and entered in Tax Lien Doc No. 1, at page 317. Dec. 29, 1922 Affidavit of City Solicitor filed. Writ returned March 29, 1923 Nihil habet as to Margaret Flenory. Served a true and attested copy of the writ on Samuel Davis on March 28, 1923, and made contents of same known to him. Said Samuel Davis being terre tenant. So answers H B Southshall, Sheriff. Suggestion of non-payment. And now, Dec. 27, 1927, the claimant by its solicitor, suggests of record that the above claim is still due and owing to the claimant, and avers that the owner is still in default for non-payment thereof. (Signed) Dickson Andrews, City Solicitor.
	Tax & writ $2.25 Sh'ff on Lien 1.25 Sh'ff Southshall 2.60	

A. G. Richmond 37	The City of Meadville vs. F. B. Harper, owner or reputed owner, and Laura Furno, present owner. Issued Dec. 29, 1922 Tax & writ 2.25 Cliff on Lien 1.25 Shff Batchall 3.00 .50	Of No. 13 February Term, 1918, Tax L. Doc Sci. Fa. sur Municipal Lien filed Dec. 29, 1917, and entered in Tax Lien Docket No. 1, page 319 F. p. 140. Dec. 29, 1922. Affidavit of City Solicitor filed Writ returned: Served the within writ on Laura Furno, present owner, by handing a true and attested copy of the writ to an adult member of her family, namely Philip Rich, her son, and making contents of same known to him, on Dec. 30, 1922. Nihil habet as to F. B. Harper So answers, A. B. Batchall, Sheriff. Sept 8, 1924. Rec'd satisfaction of the above lien, debt, suit and costs. Dickson Andrews City Solicitor

FEBRUARY TERM, 1923

A. G. Richmond 38	The City of Meadville vs. Charlotte Hotchkin, owner or reputed owner. Issued Dec. 29, 1922 Jay & writ 2.25 Clff. on Lien 1.25 Shff Leitshall 2.60	Of No. 14 February Term, 1918, J. L. D. Sci. Fa. sur Municipal Lien filed Dec. 29, 1917, and entered in Tax Lien Docket No. 1, page 319. Dec. 29, 1922, Affidavit of City Solicitor filed. Writ returned: March 28, 1923, Nihil habet as to Charlotte Hotchkin. So answers, H. S. Leitshall, Sheriff.

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

Dickson Andrews
City Solicitor

Als. Richmond 39	The City of Meadville vs. Fred Lorz, owner or reputed owner. Issued Dec 29, 1922 # Tax & writ 2.25 Pltff on Lien 1.25	Of No. 21 February Term, 1918, J. L. Doc. Sci. Fa. sur Municipal Lien filed Dec. 29, 1917, and entered in the Tax Lien Docket No. 1, page 323 Dec. 29, 1922, Affidavit of City Solicitor filed. Suggestion of non-payment. And now Dec. 27, 1927, the claimant by its solicitor, suggests of record that the above claim is still due and owing to the claimant, and avers that the owner is still in default for non-payment thereof. (Signed) Dickson Andrews City Solicitor.

FEBRUARY TERM, 1923

George Eldred
40
X

Adalyn Elizabeth Armagost
vs.
Walter R. Armagost
Issued Jany 2, 1923

Tax & writ (paid) 2.00
Shff. Cutshall 1.85
Shff. Cutshall 1.85
Shff. Cutshall on proc. 6.25
W. J. Sirdevan, Master To be paid 25.00
Bro. Greeley 9.85
Attorney $ 00

Subpoena in Divorce

And now, January 2, 1923. Subpoena awarded, Returnable to First Monday of February next

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

Subpoena returned: Feb. 5, 1923, the within named respondent Walter R. Armagost is not found in my bailiwick

So answers H. B. Cutshall, Sheriff.

Feb. 5, 1923. Alias subpoena in divorce issued, returnable to first Monday of April next.

Alias subpoena returned: April 2, 1923, the within named Walter R. Armagost not found in my bailiwick.

So answers H. B. Cutshall, Sheriff

April 12, 1923. Order issued for publication of Sheriffs proclamation, returnable to next term

June 11, 1923. Received from libellant, per Atty, $19.80, being Shffs. and Bro. costs
W. L. Greeley, Bro.

June 11th 1923 Rec'd of Bro Greeley nine & 85/100 Dollars my costs
H B Cutshall
Per O.K.P. Sheriff

And now, May 7, 1923 W. J. Sirdevan, Esqr, is appointed Master in this case. By Hon Thos. J. Brather, P.J. (See paper filed) Com. issued.

And now, May 14, 1923, I A. B. Cutshall, Sheriff of Crawford County do hereby certify and make return, That I have made proclamation in 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 A. B. Cutshall, Sheriff.

May 18, 1923 Testimony and Report of Master filed

On Argument List for May Term, 1923 No. 20.

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, 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 Adalyn Elizabeth Armagost be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Adalyn Elizabeth Armagost the libellant and the said Walter R. Armagost the respondent. And that thereupon all and every the duties, rights and claims, accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage, shall cease and determine: And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married. (See paper filed) Per Curiam

Otto Kohler
41

May 29 1923 Rec'd of Jeff by atty Nineteen & 80/100 Dollars Sheff + Proctop costs
T. L. Greeley Pro

May 29. Received from T. L. Greeley $9.80 in full of my costs H B Cutshall Sheff

Florence Dore
vs
Jack Dore
Issued Janry 2, 1923

	#
Jay Spirk (paid)	2.00
Sheff Cutshall	1.85
Sheff Cutshall on alias	1.85
Sheff Cutshall on Prse.	6.25
F. C. Kiebort, Master pd	25.00
Pro. Greeley	9.85
Atty	3.00

Subpoena in Divorce.
And now January 2, 1923 subpoena awarded, Returnable first Monday of February next.
(Signed) Thos. J. Brather, P. J.
Subpoena returned: Feb 5, 1923 The within named Jack Dore not found in my bailiwick. So answers,
H. B. Cutshall, Sheriff.
Feb. 7, 1923. Alias subpoena in divorce issued, returnable to first Monday of April next.
Alias subpoena returned: April 2, 1923, the within named Jack Dore not found in my bailiwick. So answers H. B. Cutshall, Sheff.
April 2, 1923. Order for proclamation in divorce issued, returnable to first Monday of May next.
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 Spartanburg Sentinel, a newspaper printed within my bailiwick, as per copy of said proclamation and proof of publication hereto attached. So answers, H. B. Cutshall, Sheriff.
And now, May 7, 1923 Fred C. Kiebort, Esq., is appointed Master in this case. By Hon. Thos. J. Brather, P. J. (See paper filed) Com. issued.
May 14 1923 Testimony and Report of Master filed.
On Argument List for May 14, 1923, No. 21
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, 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 Florence Dore be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Florence Dore the libellant and the said Jack Dore 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 by any time heretofore, in pursuance of said marriage, shall~~ shall severally be at liberty to marry again in like manner as if they had never been married.
(See paper filed) Per Curiam

42

S. D. Strawbridge
vs.
Geo. L Fish
Entered Janry 2, 1923

Pro. Greeley (Clff. paid) # 2.25
Clff. on Brief 1.25

Of No. 360 February Term, 1915.
Amicable Sci. Fa. sur Judgment.

It is agreed That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said county, and duly 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 now due on the original judgment, with interest thereon from Oct. 13, 1922, and costs.

Debt # 200.00
Int. from Oct. 13, 1922.

F. page 115.

Judgment
V. S. Greeley, Pro.

Dec 4 1923 The above judgment satisfied of record
(See paper filed.)

O. Clare Kent

43

Feby 6 1923 Rec'd John W. Kaster Eight and 80/100 Dollars Shff & Prothys Costs
V. L. Greeley Pro

Feb. 6. 1923
Received from Pro. Greely $8.80 my costs
H B Kentshall Shff

Petition of John W. Kaster for appointment of a Guardian of Emma E. Kaster of Wayne Township, as a person of weak mind, mentally defective, etc.
Entered Jany 2, 1923

Pro. Greeley 3.00
Shff. Kentshall on notice 4.80
Pro & Service 1.00

Jan. 2, 1923. Petition presented in open Court and filed. R. P. L.

Now, January 2, 1923, upon presentation of the foregoing petition, it is hereby ordered and directed that a hearing be had thereon, on the 20th day of January, 1923, at 10 o'clock A. M.; and that ten days' written notice of the filing of this petition and time for hearing be given the said Emma E. Kaster, Mat Kaster Lupher and Lloyd B. Kaster.

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

Jan. 4, 1923. Proof of service of notice upon respondent and next of kin, by Sheriff.

Jan. 11, 1923. Answer of respondent and demand by her for a jury trial filed in open Court.

Feby. 6th 1923 This case is hereby discontinued and the Prothonotary is hereby directed to mark same discontinued of record.

John W Kaster

FEBRUARY TERM, 1923

Arthur L. Bates

44

J. Berry Eckels & O. Blare Kent for Williams & Rick

The J. R. Watkins Company,
vs
Floyd D. Abbott,
S. S. Williams and
Thomas J. Rick

Issued Jany 2, 1923.

Tax & writ (atty fee)	$ 2.00
Shff. Southall	10.60
Pro. Greeley	3.00
Comm. Page	42.80
Pro. for Co.	
Postage 9/3/27	.24
Comm. Page, Oct. 1927	24.06

Summons in Assumpsit.
Returnable to next term.
Jan. 2, 1923. Demand for jury trial filed.
Same day, Affidavit that plaintiffs claim exceeds $300.00 filed.
Jan. 2, 1923. Plaintiffs statement of claim filed, and copies certified to Shff.
And now, Feb. 8, 1923, J. Berry Eckels Esq. and O. Blare Kent, Esq., appear for S. S. Williams and Thomas J. Rick, two of the defts. in this case. (See paper filed)
Feb. 12, 1923. Affidavit of defense on the part of S. S. Williams and Thomas J. Rick filed.
Writ returned: Served the ~~within~~ writ on the within named S. S. Williams on Jan. 3 1923, at his residence in Beaver Township 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. also, served the within writ on the within named Thomas J. Rick on Jan. 12, 1923, at the Sheriff's office, 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. Nihil habet as to Floyd D. Abbott.

So answers H. B. Southall, Sheriff.

Aug. 6, 1923, Upon petition of plaintiff presented in open Court, Rule to show cause granted why plaintiff should not have leave to enter rule to take testimony of witnesses residing beyond the limits of this Commonwealth. (See paper filed)

Per Curiam.

On Argt. List for Sept. Term, 1923 No. 3.

Nov. 5, 1923 Rule discharged by consent. Per Curiam.

And now, Dec. 10, 1923, Plaintiff by atty enters rule for a Commission to be issued to Joseph L. Page, Notary Public, Winona, Minn. to take the testimony of E. A. King, Paul Watkins, L. K. Goldsborough, H. S. Green, H. D. Kensel, B. F. Snyder, May Smith & others, on the annexed interrogatories, on 15 days notice to defendant or their attorney, to be read in evidence on behalf of the plaintiff, on the trial of the above entitled cause. (See paper filed)

Dec. 12, 1923. Interrogatories filed, and Service of rule and interrogatories accepted by Defts. Attorney.

Feb. 5, 1924. Proof of Service of Rule and Interrogatories on Defts. Attys filed.

Feb. 11, 1924. Commission issued.

And now, Feb. 25, 1924. Leave granted plaintiff to file amended interrogatories and the Prothy is directed to forward amended interrogatories to the Commissioner already named under the rules which governed the issuing of the original interrogatories, and also to add the names of W. A. Geiss and Thelma McBard to plaintiffs list of witnesses. Per Curiam. (See paper filed)

Same day, amended interrogatories filed. Feb. 26, 1924. Same handed to Plffs. atty for forwarding.

Feb 25 1927
Received $1.06 in my costs
from J R Watkins
H B Southall

Record continued on page 358

Albert L Thomas
vs
Fred L Kebort

45

F. J. Kebort and O. B. Dean, partners doing business under the firm name of Kebort & Dean
vs.
J. W. Bossard
Issued Janu 3, 1923.

Tax & writ (plff. paid) 3.00
Shff. Southhall (Print) 5.70

Replevin for one five-passenger Buick automobile, 1917 model, manufacturers number 179941, of the value of $250.00; Returnable to the first Monday of February next.

Jan. 3 1923 Affidavit as to value of property filed.

Jan. 3, 1923. Plaintiffs' bond, with L. P. Hausman as surety, in the sum of $500.00, approved and filed.

Writ returned: Served the within writ on defendants, J. W. Bossard Jan. 4, 1923, at 7 o'clock P. M., and served on J. W. Bossard Jan. 8, 1923, at 1 o'clock P. M., by handing a true and attested copy thereof to each of them and making contents of same known to them. Neither of said defendants having filed the required bond within the 72 hours subsequent to service of the writ upon them, I delivered the property replevied to the plaintiff Kebort & Dean. So answers, A B Southhall, Sheriff.

FEBRUARY TERM, 1923

Walter L. Peake 46	✓ Mary Jane Baker vs. ✓ Will J. Baker. Issued Jan. 3, 1923.	# Tax + writ (paid) 2.00 Shff. Leitshall 1.85 Shff. Leitshall 1.85 Pro. Greeley (4 2nd fol 2/10/23)	Subpoena in Divorce And now, Jan. 3, 1923 subpoena awarded as prayed for Returnable to first Monday of February next (Signed) Thos. J. Brather, P.J. Subpoena returned: Feb. 5, 1923, the within named Will J. Baker not found in my bailiwick. So answers H. B. Leitchall, Sheriff Feb. 10, 1923 Alias subpoena in divorce issued, returnable to first Monday of April next. Alias subpoena returned: April 2, 1923, the within named Will J. Baker not found in my bailiwick. So answers H. B. Leitchall, Shff.

A. M. Tanner
Pltf

Jennie L. Platt
vs
R. D. Thompson
Entered Jany 8, 1923

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

Of No. 200 November 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 Six hundred thirty-four and 25/100 Dollars, being the amount of debt, interest and costs now due on the original judgment.

Debt # 634.25
Int. from Jan. 2, 1923

J. p. 109.

Judgment
D. L. Greeley, Prothy.

Am Sci no 113 Feby Term 1923

Donald C. Thompson
48

Albert L. Woodworth
vs
Lena Beringer and
Howard Beringer, Defts.
and United Natural
Gas Company, Garnishee
Issued Jany 9, 1923

Of No. 212 November Term, 1922
Attachment Execution
Returnable to next term.
To attach and levy on all goods, moneys, rights and credits of the defendants in the hands of the United Natural Gas Company.

	#
Tax & writ	2.50
Shff. Kutchall	4.60
Pro. Greeley	1.50
Atty.	3.00

"Writ returned: Served the within writ on the within named defendants, Lena Beringer and Howard Beringer, on Jan 10, 1923 by handing to each of them a true and attested copy thereof, and making contents of same known to them. Served a true and attested copy of the writ on the United Natural Gas Company, Garnishee, by handing a copy of same to Fred Smith, Cashier of said Company on Jan 9, 1923, and making contents of same known to him.
So answers A.B. Kutchall, Shff

3-28-1923,
Rec'd $4.60, my costs in this case.
A.B. Kutchall Sheriff

Rec'd $3.00 docket fee. Donald C. Thompson, Atty.

3-28-1923-
Rec'd $4.00, my costs in this case.
V. L. Greeley Pro

Jan. 3, 1923 Answer of garnishee filed.
And now, February 26, 1923, On motion in open Court, judgment is granted against the garnishee on its answers (See paper filed) Per Curiam.
Amount admitted by garnishee to be due, $37.70
Comp. 4 p. 113.
Judgment
V. L. Greeley, Prothy.

And now, to-wit: March 28, 1923, Received of the United Natural Gas Company, Garnishee, the sum of Thirty-seven and 70/100 ($37.70) Dollars, as above admitted to be due, and the said Garnishee is hereby released and forever discharged from further liability in the within action.
Donald C. Thompson, Atty. for Plff.

49	Robert B. Benedict and Selden S. Benedick, partners trading as Motor Car Supply Co. vs Clarence McMillan Entered Jan. 13, 1923. Jay + entry 1-18-23 # Deft paid 1.50 Costs on Trans. 4.45	Appeal by Deft. from Judgment of Robt. Acker, Alderman.

Wm. W. Henderson

50

Sept 25-1923 Recd of Pepp Fifteen and 10/100 Dollars as costs
V. L. Greeley Pro

Sept 25 1923 Recd of Pro Greeley $2 paid by Atty.
W. W. Henderson

Sept. 25 1923
Received $9.60 my costs from Pro. Greeley
T. B. Cuthbertson
Sheriff

J. W. Grute, assignee of Wear U. Well Shoe Company
vs.
G. M. Kelley and L. Kelley
Issued Jany 15, 1923

Pro. Greeley (Atty pd)	#	2.00
Shff. Cuthbertson		4.80
Shff. Cuthbertson, Alias		4.80
Pro. Greeley		3.50
Atty		3.00

Of No 208 November Term, 1917
Scire Facias to revive and continue the lien of the above judgment.
Returnable to next term.
Writ returned: Febry 12, 1923 Nihil habet as to G. M. Kelley and L. Kelley – not found in my bailiwick.
So answers T. B. Cuthbertson, Shff
April 17, 1923 Alias Sci. Fa issued, returnable to next term.
Alias writ returned: Served the within writ on the within named L. Kelley, on April 19, 1923, 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 G. M. Kelley.
So answers T. B. Cuthbertson, Shff
And now, May 21, 1923, Upon praecipe of plaintiff's Attorney, judgment is entered in favor of plaintiff and against defendant, L. Kelley, by default for want of an appearance; and said judgment liquidated at the sum of Two hundred sixty-three Dollars and forty cents. (See Rule Doc 12, page 580)

Debt	#	263.40
Attys Commission included		9.15

Int from May 21, 1923

K. page 114

Judgment
V. L. Greeley, Prothy

Jan no 7 Feby Term 1929

O. Clare Kent
51

Maud A. Hubbard
vs
Jos. B. Hubbard
Issued Jany 15, 1923

	#
Tax + writ	2.00
Shff. Cutshall	1.85
Shff. Cutshall on al.	3.25
Roy S. Peters, Master (paid by Atty)	25.00
Pro. Greeley	7.85
Atty	3.00

Subpoena in Divorce
And now, January 15, 1923, subpoena awarded. Returnable to first Monday of March next.
(Signed) Thos. J. Prather, P. J.
Subpoena retd. March 5, 1923 the within named Jos. B. Hubbard not found in my bailiwick. So answers
H.B. Cutshall, Sheriff.
March 6, 1923. 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 third day of May, 1923, 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 28, 1923. R. S. Peters, Esq., is hereby appointed Master in this case. Per Curiam. (See paper filed) Com. issued.
Aug. 4, 1923. Testimony and report of Master filed.
On Argument List for Sept. Term, 1923. No. 18.
Oct. 4, 1923. After due consideration, a divorce is decreed as prayed, and at respondents cost. Per Curiam.
Decree: 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 Maud A. Hubbard be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Maud A. Hubbard the libellant and the said Joseph B. Hubbard, 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

Sept 17. 1923 Recd of Jeff by atty Fourteen and 95/100 dollars Shff Proctys costs
V. L. Greeley Pro

Sept 17-1923 Recd of Pro. Greeley Fifteen & 10/100 Dollars Jury Costs
H B Cutshall
Sheriff

Feby 20 1924 Recd of Deft costs in town case and for certified copy Forty three and 95/100 dollars
V. L. Greeley Pro

Feby. 23" 1924 Received from Pro. Greeley the costs in this case.
O. Clare Kent
Atty. for Libellant

FEBRUARY TERM, 1923

Arthur L. Bates	In the Matter of the Incorporation of the First Regular Baptist Church of the Borough of Meadville, Penna. hereafter to be known as the First Baptist Church of Meadville, Penna.	For former proceedings, see No. 16 Nov. Term, 1852.
52	Entered January 15, 1923	January 15, 1923 Petition for amendment of Charter, Article two, presented in open Court and filed.
	Pro. Greeley 3-16-23, Paid. 3.00	And now, to wit, January 15, 1923, the within petition having been presented to the Court, it is found that the amendments, improvements and alterations therein set forth and prayed for are lawful and beneficial and do not conflict with the requirements of the law governing such cases made and provided, nor with the requirements of the constitution; it is therefore ordered and decreed that notice of such petition be given as required by Law Returnable the 12th day of February, 1923 Per Curiam.

Feb. 12, 1923. Proofs of publication of notice of application, filed.

And now, to wit, this 12th day of February, A.D. 1923, it appearing, on the presentation of the within petition that the order of Court heretofore made has been complied with, and that publication of notice of the presentation of said petition has been made as required by said order, it is therefore ordered and decreed that the said amendments, improvements and alterations prayed for in said petition are approved, and upon the recording of said petition and its endorsements and this order in the office of the Recorder of Deeds in and for the County of Crawford, which is now hereby ordered, the said amendments, improvements and alterations shall be deemed and taken to be a Charter of the First Baptist Church of Meadville, Pa.

Per Curiam.

(Seal) Thos. J. Prather,
President Judge.

Attest:
V. L. Greeley, Prothonotary.

Nov. 16, 1925. Petition for amendment of first clause of Article three of Charter, presented in open Court and filed.

And now, Nov. 16, 1925, the within petition having been presented to the Court, it is found that the amendment therein prayed for is lawful and beneficial and does not conflict with the requirements of the law governing such cases made and provided, nor with the requirements of the Constitution of this Commonwealth; it is therefore ordered and decreed that notice of such petition be given as required by law. Returnable the first Monday of January, 1926 at 10 A.M.

Per Curiam.

(See paper filed)

Record continued on page 529

53	Annual Report of the County Auditor for the Fiscal Year ending at 12 o'clock noon on January 1, 1923. Entered Janiy 15, 1923. Geo. Greeley, 12-29-23 paid 1.00	January 15, 1923. Auditors Report filed in open Court, and confirmed nisi.

Geo. Frank Brown 54	Clarence W. Kelly vs. Edna L. Kelly Issued Jany 16, 1923 Jay & writ (pd by Atty) 2.00 ~~Subp W.J. McKenzie (paid)~~ 1.50 Master 25.00 Pro Greeley 5-8-23 paid 7.85 atty 3.00 W.J. McKenzie on Sub. (Paid) 1.50	Subpoena in Divorce And now January 16, 1923, subpoena awarded, returnable the first Monday of March, 1923. (Signed) Thos. J. Brather P.J. Subpoena returned: Served the within subpoena on Edna L. Kelly, the within named respondent personally Jan. 17, 1923, at Titusville, Pa., by making known to her the contents of said writ and by leaving with her a true and attested copy thereof. So answers W.J. McKenzie, Constable (See affidavit of service on subpoena) And now, May 7, 1923. George Eldred, Esq. is appointed Master in this case and report his findings to the Court. By Hon. Thos. J. Brather, P.J. (See paper filed) Com. issued.
		May 14, 1923. Testimony and report of Master filed. On Argument List for May Term, 1923, No. 22. 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 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 Clarence W. Kelly be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him, the said Clarence W. Kelly, the libellant and the said Edna C. Kelly the respondent. And that thereupon all and every the duties, rights and claims, accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage, shall cease and determine: And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married. Per Curiam (See paper filed)

John Schuler
55

Feb. 2, 1923
Received from Pro. Greeley
$.50 my costs
H B Leutshall Sheriff

Frederick Higby
vs.
Walter L. Elway,
Defendant and
Richard b. Truran,
Garnishee.
Issued Jany 22, 1923

Tax + Pro Greeley 2-2-23 paid 2.50
Shff. Leutshall 3.50
Dis pd .50

Of No. 283 November 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 defendants, in whose hands the same may be, and especially in the hands of Richard b. Truran, and summon him as garnishee.

Writ returned: Served the within writ on the within named Richard b. Truran, Garnishee on Jan 22, 1923. Served the within writ on Walter L. Elway, defdt. on Feb. 1, 1923, at the Sheriffs office, 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, H.B. Leutshall, Shff

Feb. 2. 1923. This case settled & John Schuler atty for Plff.

W. J. Sirdevan

56

Petition of Florence S. Groesbeck for Satisfaction of Mortgages given by James W. Montgomery and Rosa L. Montgomery his wife, to Melissa M. Jaynstor, recorded in Mortgage Book T. page 502, and mortgage given by Melissa M. Jaynstor and Albert J. Jaynstor, her husband, to Ann E. Groesbeck, recorded in Mortgage Book W., page 267.
Entered Janry 22, 1923.

Pro. Greeley Paid Feb. 1/23 $5.00
Shff. Cutshall 5.75

Jan. 22, 1923 Petition presented in open court and filed.

And now, Jan. 22, 1923. Upon consideration of the foregoing petition and on motion of W. J. Sirdevan, Attorney for the petitioner, it is ordered and decreed, that the Sheriff of Crawford County, Pa., serve a notice upon the known holder or holders of the mortgages described in said petition and have known residence, and if said parties are unknown and cannot be found, that he shall give public notice of the facts set forth in the within petition, once a week for four successive weeks, after presentation of the petition, in the Titusville Herald, a newspaper of general circulation, published in the City of Titusville, Crawford County, Pa., commanding the said parties to appear before the said court on the 4th Monday of February, to wit, February 26, 1923, at ten o'clock A. M., to show cause why the proper decree should not be granted and satisfaction of said mortgages should not be entered on the record thereof, as within prayed.

Per Curiam.

Jan. 22, 1923. Order issued to Sheriff.

Feb. 26, 1923. Sheriffs return to the order of court, with proof of publication of notice attached, filed.

Decree: And now, February 26, 1923, the Sheriff of Crawford County having returned that he was unable to find the said Melissa M. Jaynstor or Ann E. Groesbeck, or the legal representatives of either of them, or the holder or holders of the within mentioned mortgages in his bailiwick, and that in obedience to the order of the court to the said Sheriff directed a notice of the facts set forth in the petition was advertised once a week for four successive weeks after the presentation of said petition, in the Titusville Herald, a daily newspaper of general circulation published at the City of Titusville, Crawford County, Pennsylvania, as appears by proof of publication annexed to the return of the Sheriff. And no person appearing to answer the said petition as aforesaid, and the Court being satisfied of the truth of the allegations of the said petition, it is on motion of W. J. Sirdevan, Attorney for the petitioner, Ordered and Decreed that the prayer of the petition be granted, and that satisfaction shall be entered by the Recorder of Deeds in and for the County of Crawford, on the record of the mortgage given by James Montgomery and wife to said Melissa M. Jaynstor, dated July 19, 1877, and

Feb 2d 1926 Recd of W. J. Sirdevan atty my cost five 75/100 Dollars
H. B. Cutshall Sheriff
O.K.P.

Record continued on page 596.

57

The Springs National Bank of Cambridge Springs Pa.,

vs

L.L. Harrington

Entered Jan 24, 1923

Pro. Greeley (paid) $2.25

O.C. No 124 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 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 $[illegible] hundred seventy and 75/100 Dollars, being the amount of debt, interest and costs now due on the original judgment.

Debt $ 670.75

Int. from April 4, 1923.

Judgment

W.L. Greeley, Prothy.

Fa. page 178

April 13 1926 Reed satisfaction in full debt interest and costs on abov judgment

Springs Nat Bank of Cambridge Springs

Jas. A. Cashin

FEBRUARY TERM, 1923

58	The Springs National Bank of Cambridge Springs, Pa. vs L. L. Harrington. Entered Jany 2nd, 1923. Pro. Greeley (75c pd 2/24/23) # 2.25	Of No. 135 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 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 ninety-nine and 18/100 Dollars, being the amount of debt, interest and costs now due on the original judgment. Debt # 299.18 Int. from Dec. 28, 1922. 4a page 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 Cambridge Springs

J. Lederer Cashier

Albert L Thomas 5q	Draco-Doyle Company vs. Phoenix Iron Works Company. Issued Jany 24, 1923 Tax & writ (Pltf paid) $ 2.00 Shff Critchfield 4.25 Pro. Greeley .50	Summons in Assumpsit, Returnable to next term. Jan 24, 1923 Affidavit that Pltf's claim exceeds $300.00 filed. Jan 24, 1923 Plaintiffs statement of claim filed. Writ returned: Served the within summons together with plaintiffs statement of claim on Jan 26, 1923, on Phoenix Iron Works Company, by handing a true and attested copy of each to W. L. Shade, President of said Phoenix Iron Works Company, and making contents of same known to him. So answers, H B Critchfield Sheriff. Now Feb 24 1923 this case is settled of record Albert L Thomas Atty for Pltf
Feb. 20 1923. Received from Pltfs. Atty $4.75, being Sheriffs and Prothys Costs V. E. Greeley, Pro. Received from Pro Greeley $4.25 my costs Feb. 20. 1923 H B Critchfield Shff		

FEBRUARY TERM, 1923

Roy S. Peters
60

Lloyd Aspey
vs.
Clyde N. Rickerson
Entered Jany 26, 1923

Pro. Greeley (Atty for Pl) # 2.25
Atty 3.00

Of No. 206 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 Two Hundred seven and 9/100 Dollars, being the amount of debt interest and costs now due on the original judgment. #

Debt 207.09
Int. from Jan. 16, 1923
Judgment
R. page 154
Credits, #40. & #75.
V. L. Greeley, Pro.

March 4, 1927, The above debt, interest and costs having been paid in full to the Plaintiff, Lloyd Aspey, the Prothy, is hereby directed to satisfy the same of record.
Roy S. Peters, Atty for Pl

61 O. Clare Kent	✓ B. M. Rickard vs ✓ W. J. Owen Entered Feb. 1, 1923 Jay Fenton 2-14-23 # paid 1.50 Costs on Trans 12.99	Appeal by Deft from Judgment of Wm. A. Hoyt, J.P.

62 Roberts & Wasson	Decatur Stanford vs. H. W. Line and Raymond Lewis Entered Feb. 1, 1923 Tax entry Lpd by Pft # 1.50 Costs on Trans. 6.82	Appeal by Defts. from Judgment of F. M. Woods, J.P.

Albert L. Thomas
63

Sept 24 1923 Rec'd
7 Off by atty Nineteen
and 80/100 Dollars
Shff & Prothy costs
V. L. Greeley Pro

Sept. 24, 1923
Received $9.95 my costs
from Pro Greeley
H B Kutshall Shff

Daisy M Babcock
vs.
Robert Babcock
Issued Feb. 2, 1923

Jay & writ (Atty pd) #	2.00
Shff Kutshall	1.85
Shff Kutshall no.	1.85
Shff Kutshall on Proc	6.25
W. B. Best, Master, pd	25.00
Pro Greeley	9.85
Atty	3.00

Subpoena in Divorce.

And now, February 2, 1923, subpoena awarded, returnable to first Monday of March, 1923. (Signed) Thos. J. Grather, P.J.

Subpoena retd: March 5, 1923, the within named Robert Babcock not found in my bailiwick. So answers,
H.B. Kutshall, Sheriff

March 7, 1923, Alias subpoena in divorce issued, returnable to first Monday of May next.

Alias Subpoena returned: May 7, 1923, The within named Robert Babcock not found in my bailiwick.
So answers H.B. Kutshall, Shff.

May 7, 1923. Order for proclamation issued, returnable to first Monday of July next.

And now, July 2, 1923. The Sheriff makes 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, A. B. Kutshall, Sheriff.

And now, July 2, 1923, Wesley B. Best, Esq. is appointed Master in this case. By Hon. Thos. J. Grather, P.J. (See paper filed) Com. issued.

Sept 11, 1923, Testimony and Report of Master filed.

On Arg. List for Sept. Term, 1923. No. 19.

Oct. 4, 1923 After due consideration, a divorce is decreed as prayed, and at cost of respondent. Per Curiam.

Decree: 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 Daisy M. Babcock be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted betwixt her, the said Daisy M. Babcock the libellant and the said Robert Babcock 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, 1923

Leland J. Culbertson

vs

George Barker, Assignee of Joseph A. Roser, who was the assignee of J. R. Andrews

vs

Mrs. Lida Barker, Mrs. Kate Bouche, Frank Barker, Donna Bowersox, Mrs. Autumn Hennydacen, Mrs. Flossie Connor, Miss Anna Barker, Roy Barker, Harold Barker, Miss. Myrtle Barker, Miss Nettie Barker, Mrs. Georgia Allen, Harry Barker, and Flossie Barker, being all the heirs at law of Daniel Barker, late of Rockdale Township, deceased.

Issued Feby 2, 1923

Sci. Fa. sur Mortgage recorded in Mortgage Book Volume L No. 2, page 670.

Returnable to next term

Feb. 2, 1923 Affidavit as to title to land filed.

Writ returned: Feb. 12, 1923, Received the within writ too late to get service on the within named defendants.

So answers, H B Butshall, Sheriff.

Tax & writ (paid)	#	2.25
Rec. Boswell		.50
Shff. Butshall,		2.40
Pro. Greeley		.50

Nov. 21, 1923 Recd from Roy S Peters, Esq. #5.65, being the cost in this case

V L Greeley, Pro.

Writ $2.25 costs Tax + writ

Nov. 21. 1923. Leland J. Culbertson Atty

Nov. 21 1923

Received $2.40 my costs from Pro. Greeley

H B Butshall Sheriff

Nov. 21, 1923.

Received 50 cents my costs from Pro. Greeley

Frank A Boswell
Regster & Recorder

65

Venire for the
1st
Monday of March
1923.
Issued Feb. 3, 1923.
Pro. Greeley 12-29-23# paid 1.75

Venire to drew and summon 50 qualified persons to be traverse jurors for the Court of Common Pleas to be held the first Monday of March next

Order of Court: Now, February 3, 1923, the Prothonotary is directed to publish all cases on the watchbook at the time of going to print upon the March trial list, and prepare and have printed in the usual form a March trial list book giving preference to the cases on the Winter Trial List for 1923, previously published, not reached nor continued.

And it is ordered that the first twenty cases on said list be fixed for trial for the first week of March, and that the cases on the first week list not reached shall remain in their order and be taken up for trial with the remaining cases in said Winter List on the fourth week of March. And the Prothonotary is directed to issue is venire for fifty jurors for the first week of March, and an additional venire for fifty jurors for the fourth week of March; jurors summoned for the fourth week of March to remain in attendance until the entire list is closed. Per Curiam. (See paper filed)

Venire returned: And now, March 5, 1923, 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, 1923, except Fred Bourquin, who was not found in my bailiwick.

So answers N.B. Satchall, Sheriff

FEBRUARY TERM, 1923

66	Venire for the 4th Monday of March 1923. Issued Feb. 3, 1923.	Venire to draw and summon 50 qualified persons to be traverse jurors for the Court of Common Pleas to be held on the fourth Monday of March next.
	Pro. Speeley 12-29-23 paid 1.75	Writ returned: I have summoned the 50 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 on the 4th March, 1923, except Fred L. Barr, excused. So answers H.B. Southall, Sheriff

67

In the Matter of the Repatriation of George Findlay, a naturalized citizen, who entered the Service of Canada on Sept. 24, 1914.
Entered Feb. 5, 1923
Pro. Greeley (paid) # 2.25

Feb. 5, 1923. Application, 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 two copies of this affidavit and order to the Bureau of Naturalization, United States Department of Labor, Washington, D.C. (Signed) Thos. J. Brather, J.J.
Dated February 5, 1923

Feb. 5, 1923. Two certified copies of the application, oath & order forwarded to Chief naturalization Examiner, Pittsburgh, Pa.

FEBRUARY TERM, 1923

J. E. Bossard 68	G. M. Daniels, use of Guy H. Bollom vs. D. W. Dahl Entered Feb. 5, 1923 Jay & Pro. Greeley (Fid. #3.00 Atty 3.00	Amicable Action of Ejectment, for a certain dwelling house, garden and garage situate in West Mead Township, Crawford County, Pa., wherein the said D. W. Dahl now resides. Feb. 5, 1923. Plaintiffs statement, confession of judgment, lease, and assignments of lease filed. And now, February 5, 1923, By virtue of the warrant of attorney contained in the lease filed in this case, and because of the failure of the defendant to keep all covenants of the lease and agreement, J. E. Bossard, Esq., appears for defendant and confesses judgment against him herein for the premises described herein to wit: a certain dwelling house, garden and garage located in West Mead Township, Crawford County, Pa., now occupied by D. W. Dahl, together with costs of suit and attorney's fees of 5%, being $7.80. D. K. 182. Judgment V. L. Greeley, Prothy. Hab. Fac. Poss. with clause of Fi. Fa to No. 94 Feb. Term, 1923

E. W. McArthur

69

Petition of John W. Nipples and Harriett Nipples, his wife for Change of Surname to Thompson
Entered Feb. 5, 1923

Tax & Pro. S. (paid by Petitioner) 10.00
Adv. notice 4.80

Feb. 5, 1923. Petition presented in open Court and filed
"Feb. 5, 1923, Let within be filed."
(Signed) Thos. J. Prather, P. J.

Decree

And now, to wit, May 14, 1923, upon presentation of the above petition and after due consideration thereof by the Court, it is ordered, adjudged and decreed that the name of the said John W. Nipples and Harriett Nipples, his wife, be changed to John W. Thompson and Harriett Thompson, upon publication of this decree once a week for four successive weeks in the Meadville Tribune-Republican, the said petition having been on file in the Prothonotarys office since the 5th day of February, 1923.

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

June 9 1923 Proof of publication in Tribune Republican filed.

J. A. Boland
70

Helen Elestine Edyvean
vs.
Frank Edyvean
Issued Feb. 6, 1923

Jay & Wirt (Atty fid)		2.00
Shff Gutshall		1.85
Shff Gutshall on al.		1.85
Shff Gutshall on proc		6.25
Roy S. Peters, Master (Paid)		25.00
Bro. Greeley		9.85
Atty		3.00

Jan 8 1924 Rec'd of Pltff by attorney Nineteen and 80/100 Dollars Shff & Prothys costs
U. L. Greeley Pro

Jan 9-1924 Rec'd of Pro Greeley Nineteen 80/100 Dollars in my Court
H B Gutshall
Shff Sheriff

Subpoena in Divorce and for custody of child John Herbert Edyvean.

And now, Feby 6, 1923, the within petition presented in open Court, and subpoena awarded, returnable to the first Monday of April, A. D. 1923.

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

Subpoena returned: April 2, 1923, the within named Frank Edyvean not found in my bailiwick. So answers, H. B. Gutshall, Shff.

April 2, 1923 Alias subpoena in divorce issued, returnable to next term.

Alias subpoena returned: May 14, 1923, the within named Frank Edyvean not found in my bailiwick.

So answers H. B. Gutshall, Shff

May 21, 1923 Order for publication of Sheriff's proclamation issued, returnable to first Monday of July next.

And now, July 2, 1923, I have made proclamation in the above entitled case according to law, and caused the same to be published in the Wochranton 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 ans. H. B. Gutshall, Sheriff.

And now, Oct. 15, 1923 Roy S. Peters, Esq., is appointed Master in this case. Per Curiam (See paper filed) Comm. issued.

Nov. 15, 1923 Testimony and report of Master filed.

On Argt. List for Nov. Term, 1923. No. 12.

Jan. 18, 1924 After due consideration, a divorce is decreed as prayed, at respondents cost, and the custody of the child, John Herbert Edyvean is awarded to libellant.

Per Curiam

Decree: And now, to-wit Jan. 18, 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 Helen Elestine Edyvean be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Helen Elestine Edyvean the libellant, and the said Frank Edyvean the respondent.

And that thereupon all and every the duties, rights and claims, accruing to either the said libellant or respondent at any time hereafter 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 John Herbert Edyvean, be and the same is hereby awarded to the libellant, Helen Elestine Edyvean (See paper filed.)

Per Curiam

J. Perry Eckels
71

May 14, 1923. Recd from libellant per his Atty. #9.05, being L.J. Stevens on subpoena #1.20 and Pro. Greeley #7.85.
W.L. Greeley, Pro.

Porter Phelps Greenfield
vs.
Beda Alberta Greenfield
Issued Feby 8, 1923

Tax writ (paid) #	2.00
L.J. Stevens on sub.	1.20
W.B. Best, Master (paid)	25.00
Pro. Greeley	7.85
Attorney	3.00

Subpoena in Divorce with prayer for an order awarding to the libellant the custody of his three children, viz: Gerald Porter Greenfield aged 10 years, Howard Greenfield aged 8 years, and Robert John Greenfield aged 6 years.
And now, Feb. 8, 1923, subpoena awarded. Returnable to First Monday of April next.
(Signed) Thos. J. Grather P.J.
Subpoena returned: Served the within subpoena in divorce upon Beda Alberta Greenfield, the respondent, personally on Feb. 8, 1923, in the Borough of Connellsville by delivering to her a true and attested copy and making known to her the contents thereof.
So answers Lee J. Stevens, Constable.
(See affidavit on subpoena)

And now, April 23, 1923, W. B. Best, Esq. is appointed Master to testimony in above case and report to the Court.
(See paper filed) (Signed) Thos J. Grather, P.J.
April 30, 1923 Commission issued.
May 14, 1923, Testimony and Report of Master filed.
On Argument List for May Term, 1923. No 23
July 2, 1923. After due consideration a divorce is decreed as prayed, and the custody of the children, Gerald, Howard and Robert, is awarded to libellant. Per Curiam.
Decree: And now, to-wit July 2, 1923 this cause came on to be heard on libl, 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 libl are true, it is by the Court ordered, adjudged and decreed That the said Porter Phelps Greenfield, be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him the said Porter Phelps Greenfield the libellant and the said Beda Alberta Greenfield, 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 three children, to-wit, Gerald Porter Greenfield, Howard Greenfield, and Robert John Greenfield, be and the same is hereby awarded to the said Porter Phelps Greenfield, the libellant
(See paper filed) Per Curiam

FEBRUARY TERM, 1923

John O. McClintock Walter J. McClintock 72	Daniel Veith vs Fort Pitt Construction Company Entered Feby 9, 1923 Tax entry (pd by Plff) 1.50 Costs on Trans. (pd by Plff) 9.10	Appeal by Plaintiff from Judgment of A. L. Boydston, Alderman.

Albert L Thomas Fred L. Kiebort 73 Thomas v Thomas 1/22/23/ Vlt4	✓ Frank Sinatra vs ✓ Ray Beatty Issued Feb. 10, 1923 Jay & Gross (paid) $ 3.00 Shiffbutshall (paid) 6.00 Pd by 2-19-23 paid .50	Replevin for one Ford Truck, manufacturers number 4161922, value $300.00, Returnable to first Monday of March next. Feb. 10, 1923. Affidavit of plaintiff filed. Feb. 10, 1923. Bond of Francesco Sinatto, plaintiff, with Joseph Lobue as surety in the sum of $600.00, approved and filed. Feb. 10, 1923. Plaintiffs statement of claim filed. Writ returned: Served the within writ of replevin on the within named Ray Beatty on Feb. 10, 1923, at 11:50 A.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 failed to file the required bond, the property was delivered to the plaintiff by the Sheriff. So answers, H.B. Butshall, Sheriff. March 1, 1923. Affidavit of defense filed. And now, March 26, 1923. Comes the plaintiff by his attorneys and enters a rule upon the defendant for judgment for want of a sufficient affidavit of defense. (See paper filed) On Argument List for May Term, 1923 No. 7. Now, November 26, 1923, rule absolute. Per Curiam. (See paper filed)

August Delp

Sept. 13, 1923 Recd from libellant fee August Delp, Esqr. Atty, $21.80, being Sheriffs and Pros Costs.
V.L. Greeley, Pro.

Sept 14—1923 Recd of Pro Greeley nine & 97/100 dollars in Costs
H.B. Cutshall Sheriff
O.H.P.

Olive A. Sutliff
vs.
Edgar C. Sutliff
Issued Feby 12, 1923

	#
Jay & wife	2.00
Shff Cutshall	1.85
Shff Cutshall on alias	1.85
Shff Cutshall on Proc	6.25
John Schuler, master (paid)	25.00
Pro. Greeley	9.85
Atty	3.00

Subpoena in Divorce
And now, Feb. 12, 1923 subpoena awarded, Returnable first Monday of April, 1923. (Signed) Thos. J. Brather, P.J.
Subpoena retd: April 2, 1923, the within named Edgar C. Sutliff not found in my bailiwick. So answers H. B. Cutshall, Shff
April 2, 1923, Alias subpoena in divorce issued, returnable to first Monday of May next.
Alias subpoena returned: May 7, 1923, the within named Edgar C. Sutliff not found in my bailiwick.
So answers H.B. Cutshall, Shff.
May 7, 1923. Order for proclamation issued, returnable to first Monday of July next.
And now, July 2, 1923, I have made proclamation in the above entitled case 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, Shff
And now, Aug. 6, 1923 John Schuler, Esq., is appointed Master, (See paper filed) Com. issued. By Hon. Thos. J. Brather, P.J.
Aug. 21, 1923. Testimony and report of Master filed.
On Argt. List for Sept. Term, 1923. No. 20
Oct. 4, 1923. After due consideration, a divorce is decreed as prayed, and at respondents cost. Per Curiam.
Decree 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 Olive A. Sutliff be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Olive A. Sutliff the libellant and the said Edgar C. Sutliff 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

O. Clare Kent 2	✓Petition of Frank G. Watson and Nellie Watson, his wife, for the Adoption of ✓Cecil Biglow and ✓Benjamin Biglow, Jr., as their children and heirs Entered Feb. 12, 1923 # Pro. Greeley (Pd 2/14/23) 3.00	Feb. 12, 1923. Petition, supporting affidavits, copy of release by parents and consent of Childrens Aid Society of Penna, presented in open Court and filed. Decree: And now, February 12, 1923, upon consideration of the foregoing petition, it appearing to the Court that the proper and legal consent to the adoption prayed for has been given, and the Court being satisfied that the welfare of the said Cecil Biglow and Benjamin Biglow, Jr., will be promoted by said adoption, it is, on motion of O. Clare Kent Esq., pro petitioners, ordered and decreed that the prayer of the said petition be granted, and that the said Cecil Biglow shall assume the name of John Cecil Watson, and that Benjamin Biglow, Jr., shall assume the name of Kenneth Eugene Watson, and that they, and each of them, shall have all the rights of children and heirs of the said Frank G. Watson and Nellie Watson, and be subject to the duties of such children. Per Curiam. (Signed) Thos. J. Grattan President Judge (See paper filed) Jan Feb. 12, 1923 Certified copy of decree issued.

Charles B. Stegner 3	Lida Proper, Executrix of the last will and testament of J. L. Proper, deceased, vs F. W. Becker Entered Feb. 14, 1923 Pro. Greeley (Paid by Atty Feb. 9, 1923) 2.25 Atty 3.00 Original Costs. Plff 2.25 Atty A.R. Thompson 3.00	Of No. 10 May Term, 1918. Amicable Action to Revive and Continue the Lien of Judgment. "It is hereby agreed that the Prothonotary of Crawford County enter the above amicable action upon the records of the Court of Common Pleas of the County aforesaid as of No. 3 May Term, 1923, and that a judgment be forthwith entered thereon, in favor of the plaintiff and against the defendant, for the penalty in the above stated judgment, and for the real debt of $168.00, with interest from the date hereof. And that the judgment aforesaid No. 10 May Term, 1918, be revived, according to the act of Assembly, with costs." (Signed) F. W. Becker. (Seal) "Witnesses: (Signed) Charles B. Stegner Marguerite Hane. "Titusville, Pa., February 12, 1923" Debt $168.00 Interest Feb. 12, 1923 Be. page 133. Judgment V. L. Greeley, Prothy

John O. McClintock
Walter J. McClintock

4

March 1st 1923
Received from John O. McClintock
$9.20 my costs
H.B. Cutshall Sheriff

N.S.W. Hardwicke,
for the use of
Thomas Buchanan and
Lovicia Buchanan
vs
Charles M. Richardson and Eliza Richardson, his wife, with notice to V.B. Russell and Alice Russell, his wife, terre tenants.
Issued Feb. 20, 1923

Tax & writ ($2.00 paid)	$2.25
Rec. Boswell	.50
Shff Cutshall	9.30
Pro. Speeley Atty	2.75
	3.00

Scire Facias sur Mortgage recorded in Mortgage Book Volume No. 95, page 221, Returnable to the First Monday of March next.

Feb. 20, 1923 Affidavit as to title to land, etc. filed

Writ returned: Served the within writ on the within named Alice Russell, Terre Tenant, on February 21, 1923, by handing to her a true and attested copy of the writ, and making contents of same known to her. Served the within writ on V.B. Russell on February 21, 1923, by handing a true and attested copy of the writ to an adult member of his family, namely Alice Russell, his wife, and making contents of same known to her. Nihil habet as to Charles M. Richardson and Eliza Richardson

So answers A.B. Cutshall, Sheriff.

And now, Feb. 26, 1923, Charles M. Richardson and Eliza Richardson, his wife the defendants in this case, accept service of the writ of Scire Facias in said case, to have the same force and effect as if the said writ had been personally served upon them by the Sheriff of Crawford County, by copy, and duly so returned. (See paper filed)

And now, March 21, 1923 On motion of plaintiffs attorneys, judgment is entered against the defendants and terre tenants for want of an affidavit of defense, and same day, judgment is liquidated at the sum of Twenty-four hundred ninety-one and 84/100 Dollars, (See paper filed)

Debt # 2491.84
Int. from March 21, 1923

Judgment
W.D. Speeley, Prothy.

R. pp. 176, 71, 156.

Lev. Fac. to No. 28 May Term, 1923.

W. J. Sirdevan
5

Madge Keyes Imel
vs
William Robert Imel
Issued Feb. 26, 1923

Tax & writ (Atty pd)	2.00
Shff. Butshall	1.85
Shff. Butshall on alias	1.85
Shff. Butshall on Pros.	6.25
A. R. Thompson, Master (paid for Libel)	25.00
Pro. Greeley	9.85
Atty	3.00

Subpoena in Divorce
And now, February 26, 1923, subpoena awarded as prayed for, Returnable the first Monday of April, 1923. (Signed) Thos. J. Prather, P.J.

Subpoena returned: April 2, 1923, the within named William Robert Imel not found in my bailiwick. So answers, H.B. Butshall, Shff.

April 5, 1923, Alias subpoena in divorce issued, returnable to first Monday of May next.

Alias subpoena returned: May 7, 1923, the within named William Robert Imel not found in my bailiwick. So answers, H.B. Butshall, Shff.

May 7, 1923. Order for proclamation issued, returnable to the first Monday of July next.

* Sep. 4, 1923, Received from Libellant per W. J. Sirdevan, Atty $19.80, being Sheriffs and Pros. Costs.
W. L. Greeley, Pro.

Sept. 4, 1923 Received from Pro. Greeley $9.95 my costs
H. B. Butshall Sheriff

And now, July 2, 1923, The Sheriff makes 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, Sheriff.

And now, July 2, 1923. Arthur R. Thompson, Esq., is appointed Master in this case. By Hon. Thos. J. Prather, P.J. (See paper filed) Com. issued.

July 13, 1923. Testimony and report of Master filed.

Oct. Argument List for Sep. Term, 1923 No. 21.

Oct. 4, 1923. After due consideration, a divorce is decreed as prayed, and at cost of respondent. Per Curiam.

Decree: 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 Madge Keyes Imel be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Madge Keyes Imel the libellant, and the said Wm. Robert Imel 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

Albert L Thomas & J. A Boland	L. E. Blystone vs First National Bank of Bainbridge Springs, Pa Entered Feb. 26, 1923	Of No. 70 February Term, 1923, Ex. Doc. Feigned Issue And now to wit, February 26, 1923 – It is ordered that an issue be formed in which L. E. Blystone shall be plaintiff and First National Bank of Bainbridge Springs, Pa., defendant. 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. Per Curiam. (See paper filed) Now, March 26, 1923 On motion in open court, and upon it having been shown to the court that the rule for an issue in the above case was made absolute on Feb. 26, 1923, and that the claimant has not filed a statement of claim or bond as required by Act of Assembly, it is now ordered and directed that the Sheriff make sale of the property claimed by said L. E. Blystone, as provided by law. Per Curiam. (See paper filed) Now, March 26, 1923 Comes J. A. Boland, attorney for defendant, and enters a rule on plaintiff to file his statement of claim within fifteen days. Same day, Service of rule accepted by Albert L Thomas, Esq., Atty for plaintiff. (See paper filed) April 26, 1923 Rule to show cause granted why judgment should not be entered against the plaintiff for want of a statement of claim, Returnable to next term. Per Curiam. (See paper filed) On Argt. List for May Term, 1923 No. 5. May 28, 1923 Argued C.A.V. Now, November 26, 1923, it is directed that judgment be entered in favor of defendant against the plaintiff, for all such costs inclusive of counsel fee of fifteen dollars for defendants attorney. Per Curiam. (See opinion of Court filed) Bl. p. 70. Judgment V. L. Greeley, Prothy
	Fees Pro. Greeley 2-21-24 paid 2.00 Appraisers, vies of Claimant, 4.00 Shff. Critchall on rule 6.50 Pro Greeley since paid 2.50 Atty 3.00 Counsel fee, Dft's Counsel 15.00	
Febry 21-1924 Recd of C A Blystone my Costs H B Critchall Sheriff		

Alb. W. Benedict 7	Petition of Moses Marks and Eva J. Marks, husband and wife, for the adoption of Shirley Frieda Satz as their child and heir. Entered Feb. 26, 1923 Pro. Speeley 5-4-23 # paid 3.00	Feb. 26, 1923 Petition, supporting affidavits, and letter of consent from mother (being the surviving parent) of child, filed and presented in open court. Decree. And now, February 26, 1923, 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 surviving parent consents thereto, the prayer of the petition is granted, and it is ordered and decreed that the said Shirley Frieda Satz shall assume the name Shirley Frieda Marks, and henceforth have all the rights of a child and heir of the said Moses Marks and Eva J. Marks, and be subject to the duties of such child. Per Curiam. Feb. 26, 1923 Certified copy of decree issued.

A. M. Fenner 8	Petition of McLane-Schanck Hardware Company for Decree of Dissolution. Entered Feby 26, 1923 Pro. Greeley (paid Mch 31/23) $5.00	Feb. 26, 1926 Petition presented in open Court and filed. Feb. 26, 1923 Certificate of Auditor-General, State Treasurer and Attorney-General as to full payment of all taxes due the Commonwealth, filed. And now, February 26, 1923, The foregoing petition having been presented in Open Court, upon consideration thereof, and on motion of A. M. Fenner, Esq., Solicitor for the petitioner, it is ordered and decreed that the said petition be heard on the 26th day of March, A.D. 1923, at ten o'clock A.M., and that notice of the time and place of such hearing be given by publication in two newspapers printed in the said County of Crawford, viz: The Linesville Herald and The Conneautville Courier, once a week for three successive weeks, prior to the time of such hearing. (Signed) Thos. J. Prather, P.J. March 26, 1923 Proofs of publication of notice of application filed. Decree: And now, March 26, 1923. The petition in the above matter having been presented and read, due proof having been made of the publication of notice of filing said petition and the time and place of presenting the same in this Court, by advertisements published once a week for three successive weeks in two newspapers in Crawford County, that being the County in which the principal operations of the said corporations were carried on and its principal office and place of business located, in conformity with the order of this court entered in the above matter on the 26th day of February, 1923, it appearing that all the debts of said corporation having been fully paid and discharged, the certificate of the Auditor General, State Treasurer, and Attorney General of the Commonwealth of Pennsylvania, having been filed, wherein it certifies in due form that the petitioning corporation has fully paid into the State Treasury all taxes due from it to the Commonwealth; and the Court being satisfied that the prayer of said petition may be granted without prejudice to the public welfare or the interests of the stockholders, of said corporation, it is ordered, adjudged and decreed, that the said corporation, the McLane-Schanck Hardware Company, be and the same is hereby dissolved, and that all and singular its franchises, privileges and powers be and the same are hereby extinguished forever; Provided, however that this decree shall not go into effect until a certified copy thereof shall be filed and recorded in the office of the Secretary of the Commonwealth. (See paper filed) Per Curiam. March 26, 1923. Certified copies of decree issued.

Wesley B. Best
q

Bell Wood
vs.
Alden D. Wood
Issued, March 1, 1923

Tax + writ (Atty pd) 2.00
Shff Gutshall 3.25
W. Johnson, Master
Geo. Greeley
Atty

Subpoena in Divorce.

And now, March 1, 1923, subpoena awarded. Returnable to first Monday of April next.

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

Subpoena returned: Served the within subpoena in divorce on the respondent personally on the second day of March, 1923, 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. Gutshall, Sheriff.

And now, April 23, 1923. On motion in open court, B. Victor Johnson, Esq., is appointed Master in this case, to take testimony and make report to the Court.

(See paper filed) By Hon. Thos. J. Grather, P.J.

April 30, 1923 Commission issued.

MAY TERM, 1923

Otto Kohler	✓ Minnie Mercier	Subpoena in Divorce
10	vs	And now, March 1, 1923, Subpoena awarded, Returnable to first Monday
	✓ Homer J. Mercier	of April next. Signed Thos. J. Prather, P.J.
	Issued March 1, 1923	Subpoena returned: April 2, 1923, the within
	#	named Homer J. Mercier not found in my
	Tax & writ (Atty pd) 2.00	bailiwick. So answers H.B. Lutshall, Sheriff.
	Shff. Lutshall 1.85	April 2, 1923. Alias subpoena in divorce
	Shff. Lutshall on alias, 1.85	issued, returnable to first Monday of May next.
	Shff. Lutshall on fisc. 6.25	Alias subpoena returned: May 7, 1923.
	C.V. Johnson, Master 25.00	The within named Homer J. Mercier not
	Pro. Greeley 9.85	found in my bailiwick.
	Atty 3.00	So answers, H.B. Lutshall, Sheriff.
		May 7, 1923. Order for proclamation
		issued, returnable to first Monday of
		July, 1923.
		And now, July 2, 1923, The Sheriff makes
		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. Lutshall, Sheriff.
		And now, July 2, 1923, On motion in open Court, C. Victor
		Johnson, Esq., is appointed Master in this case
		(See paper filed) Com. issued. By Hon. Thos. J. Prather, P.J.

W. J. Sinderan
11

May 14 1923 Rec'd
Aff by atty Ten and
45/100 Dollars costs
U. L. Greeley Pro

May 16, 1923
Received from Pro. Greely
6c my costs
H B Kutshall Shiff

Mildred Myrtle Reisinger
vs.
Icey Reisinger
Issued March 2, 1923.

Tax & writ (paid)	2.00
Shff. Kutshall	1.60
Shff. Kutshall on alias ---	
Shff. Kutshall on prec. ---	
W. J. McKenzie oral (paid by atty)	1.00
Chas. B. Stegner, Master	25.00
Pro. Greeley	8.85
Atty	3.00

Subpoena in Divorce and for the custody of children, to wit, Lee Archer Reisinger 4 yr. 7 mo., Helen Luey Reisinger aged 2 yr. 7 11 mo., and Lois Nettie Reisinger, aged 1 d months.

And now, March 2, 1923, Subpoena awarded, Returnable 1st Monday of April, 1923. Sgd Thos. J. Prather, P.J.

Subpoena returned: And now, April 2, 1923, the within named respondent, Icey Reisinger, is not found in my bailiwick.

So answers H B Kutshall, Shff

April 5, 1923, Alias subpoena in divorce issued, returnable to first Monday of May next.

Alias subpoena returned: Personally served the within subpoena upon Icey Reisinger the respondent, on April 6, 1923, in the City of Titusville, by exhibiting the same to him, making known the contents thereof to him and at the same time leaving with him a true and attested copy thereof. So answers, W. J. McKenzie, Coush.

And now, May 7, 1923 Chas. B. Stegner, Esq is appointed Master in this case. By Hon. Thos. J. Prather, P.J. (See paper filed)

May 17 1923 Testimony and Report of Master filed.

On Argument List for May Term, 1923 No. 24.

July 2, 1923. After due consideration, a divorce is decreed as prayed, at cost of respondent, and the custody of the children, Lee, Helen and Lois Nettie, 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 Mildred Myrtle Reisinger be divorced and forever separated from the nuptial tie and bonds of matrimony heretofore contracted between her, the said Mildred Myrtle Reisinger the libellant, and the said Icey Reisinger 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, to wit Lee Archer Reisinger, Helen Luey Reisinger, and Lois Nettie Reisinger, be and the same is hereby awarded to the libellant, Mildred Myrtle Reisinger

(See paper filed) Per Curiam

MAY TERM, 1923

Thomas & Thomas
12

✓ Loyd B. Smith
vs.
✓ Helen Smith
Issued March 5, 1923

Subpoena in Divorce.

And now, March 5, 1923, subpoena awarded, Returnable first Monday of May next. (Signed) Thos. J. Prather, P.J.

Subpoena returned: May 7, 1923. The within named Helen Smith not found in my bailiwick. So answers
H.B. Lutshall, Sheriff

May 7, 1923. Alias subpoena in divorce issued, returnable to first Monday of July next.

Alias subpoena returned: July 2, 1923. The within named Helen Smith not found in my bailiwick.
So answers H.B. Lutshall, Shff.

July 2, 1923. Order issued for publication of Sheriff's proclamation, returnable to first Monday of August next.

And now, Aug. 6, 1923. I have made proclamation in the above entitled case according to law, and caused the same to be published in the Lackawanna 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. Lutshall, Sheriff.

And now, Aug. 6, 1923, August Delp, Esq., is hereby appointed Master in the above case. By Hon. Thos. J. Prather, P.J.

(See paper filed) Com. issued.

Feby 15, 1924 Testimony on part of Libellant and Report of Master filed.

On Argt List for Feb. Term, 1924, No. 19.

March 24, 1924 — After due consideration a divorce is decreed as prayed. Per Curiam.

Decree: And now, to-wit March 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 Loyd B. Smith be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between him, the said Loyd B. Smith the libellant, and the said Helen Smith the respondent And that thereupon all and every the duties, rights and claims, accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage, shall cease and determine; And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married (See paper filed) Per Curiam

Thomas & Thomas

Jax twirt. (Atty pd)	2.00
Shff. Lutshall	1.85
Shff. Lutshall on al.	1.25
Shff. Lutshall on proc	6.25
Aug. Delp, Master, (Paid)	25.00
Pro Greeley	3.00
Pro Gruver & Co	6.85
atty	3.00

Feb 13 1924 Recd of Plff by atty Nineteen and 20/100 Dollars Shff & Prothy Costs
U. L. Greeley Pro

Feb. 13. 1924
Received from Pro Greeley $9.35 my costs
H.B. Lutshall Sheriff

O. Blare Kent
13

Sept 17 1923 Recd of Eff by atty nineteen and 80/100 Dollars Shff + Prothys costs
U. L. Greeley Pro

Sept 1-1923 Recd of O. Greeley Nine + 85/100 Dollars My Costs
H B Entshall

A. G. Marbach
vs.
Myrtle Marbach
Issued March 5, 1923

Tax + writ (paid by atty 3/9/23)	2.00
Shff. Entshall	1.85
Shff. Entshall 2nd.	1.85
Shff Entshall on proc.	6.25
J. E. Bossard, Master (paid by Pltff)	25.00
Pro Greeley	9.85
atty	3.00

Subpoena in Divorce
And now, March 5, 1923, subpoena awarded, returnable to the first Monday of May next (Signed) Thos. J. Grather, P.J.
Subpoena returned. And now, May 7, 1923, the within named Myrtle Marbach not found in my bailiwick.
So answers, H.B. Entshall, Sheriff.
May 28, 1923. Alias subpoena in divorce issued, returnable to first Monday of July next.
Alias subpoena retd. July 2, 1923, the within named Myrtle Marbach not found in my bailiwick.
So answers, H.B. Entshall, Sheriff
July 6, 1923. Order issued for publication of Sheriff's proclamation, returnable to first Monday of August next.

And now, August 6, 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. Entshall, Sheriff.

And now, Sept. 4, 1923 Jeff. E. Bossard, Esq. is appointed Master in this case. By Hon. Thos. J. Grather, P.J. (See paper filed) Com. issued.

Sept. 14, 1923 Testimony and report of Master filed.

On Argt. List for Sept. Term, 1923. No. 22.

Oct. 4, 1923 After due consideration, a divorce is decreed as prayed. Per Curiam.

Decree: And now to-wit Oct 4, 1923 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 A.G. Marbach be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him, the said A.G. Marbach the libellant and the said Myrtle Marbach 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

1H

J. A. Logan
vs.
E. E. Humes.
Entered March 8, 1923.

Pro. Greeley ($1.25 paid) $1.00 paid 2.25

Of No. 231 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 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 eighty-seven and 2/100 Dollars, being the amount of debt, interest and costs now due on the original judgment.

Debt $287.02
Int. from March 1, 1923

Rec. 116

Judgment
V. L. Greeley, Pro

Dec 4 1923 I hereby authorize the Prothonotary to mark the above judgment Satisfied & Costs of record
J. A. Logan

E. N. McArthur ✓ 15	In the Matter of the Incorporation of the Odd Fellows Building Association of Conneaut Lake, Pa Entered March 9, 1923 Pro. Speeley 4-4-23# paid 3.00 For Reports State paid 1.00	March 9, 1923. Certificate for Incorporation filed April 2, 1923 Proofs of publication of notice of application filed Decree: And now, to wit, April 2, 1923, the within certificate having been presented in open Court, and it appearing to the Court that the same has been on file in the office of the Prothonotary of said Court since March 9, 1923, and that publication of the intended application was made in the Tribune-Republican and Conneaut Lake Breeze, newspapers of general circulation in the County of Crawford on the 8th day of March, 1923, and for three successive weeks thereafter, in all of said papers, and due proof of said publication having been herewith 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 Incorporation Act of April 29, 1874, and the supplements thereto, and that said purposes are lawful and not injurious to the community. It is therefore ordered and decreed that the said Charter be and the same is hereby approved, and that, upon the recording of the same and its indorsements, and of this order in the office of the Recorder of Deeds, in and for the County of Crawford, which is now hereby ordered, the Subscribers thereto and their associates and successors 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.

MAY TERM, 1923

J. A. Northam 16	Oscar Stranburg vs. Lillian Barr Issued March 9, 1923 Tax Clerk (plff. paid) $ 3.00 Shff Litchfield 4.80	Replevin for one Brunswick Machine, Style 210, No. 334817, of the value of $100.00. Returnable to next term. March 9, 1923 Affidavit as to value of property filed. March 9, 1923. Plaintiff's bond with Morris Mercatoris as surety, in the sum of $200.00, approved and filed. Writ returned: Property delivered to plaintiff, March 15, 1923. So answers, H. B. Litchfield, Sheriff.

MAY TERM, 1923

Arthur L. Bates	Pittsburgh Machinery and Equipment Company vs. Chas. W. Davis Issued March 10, 1923 Tax & writ (paid) # 2.00 Shff. Cutshall 2.60 Pro. S. for County 4.50	Summons in Assumpsit, Returnable to first Monday of April next. Writ returned: Served the within summons on the within named Charles W. Davis on March 10, 1923, by handing to him a true and attested copy of the summons and making contents of same known to him. So answers H B Cutshall, Shff. Sept. 10, 1923 Plaintiffs statement of claim filed, with proof service of copy of same upon deft. summoned. Nov. 27, 1923 Affidavit of defense filed. And now to wit, Feb. 14, 1924 Plaintiff by atty enters a rule on defendant to show cause why judgment should not be entered against him for want of a sufficient affidavit of defense. (See paper filed)
17. Curtis L. Webb 4/3/23		
March 31 1925 Recd of Shff by atty Seven and 2/100 Dollars Shff & Pros Costs. V. L. Greeley Pro		
March 31-1925 Recd of Pro Greeley two & 60/100 Dollars My Costs H. B. Cutshall O.K.P. Sheriff		

On Argt. List for Feb. Term, 1924, No. 11. Feb. 27, 1924, Submitted without argument.
And now, to wit, April 7, 1924, defendant is directed to file an amended and more specific affidavit of defense within 15 days from date hereof, whereupon plaintiffs rule to be marked discharged; and upon his failure so to do, plaintiffs rule will be marked absolute. Per Curiam. (See opinion filed)
April 19, 1924 Supplemental affidavit of defense filed.
On Trial List for First Monday of Jany, 1925, No. 8.
Jan. 5, 1925 Continued by consent.
On Trial List for 1st Monday of March, 1925, No. 20
March 2, 1925 Continued by consent.
March 31-1925 This case settled and costs disposed of,
Attest Bates Pltffs Atty,

MAY TERM, 1923

S. R. Miller

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Albert L. Thomas

April 9, 1923 Rec'd of Dept Five Dollars in full of my costs
V. L. Greeley Pro

Florence Rice, Minor, by her father and next friend John Rice, and John Rice in his own right.

vs.

Erie Railroad Company.

Entered March 12, 1923

Jay & Pro. Greeley	$ 5.00
Atty	3.00

Summons in Trespass.
Returnable to next term.

And now, March 12, 1923 Albert L. Thomas, Esq., appears for defendant, and waives the issuance of the summons by the Prothonotary, and accepts 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.

"And now, March 12, 1923. I hereby confess judgment in this Amicable action in favor of the plaintiffs and against the defendant, in the sum of $25.

(Signed) Albert L. Thomas,
Attorney for Defendant.

(See paper filed)

Debt $25.00

Int. from March 12, 1923.

book page 147.

Judgment.
V. L. Greeley, Pro.

March 12, 1923. Receipt of plaintiffs in full settlement and satisfaction of the above judgment, filed, and judgment satisfied.

Same day, Certified copy of praecipe, appearance, acceptance of service, and satisfaction piece, issued.

W. J. Sinderson
19

Sept 11 1923 Recd of Plff by atty Nineteen and 80/100 dollars Shff & Prothy costs
U. L. Greeley Pro

Oct 14-1923 Recd of Pro Greeley one & 97/100 Dollars my Costs
H B Cutshall Sheriff
Ofts

Jessie Lillian Morrow
vs
Joseph Howard Morrow.
Issued March 13, 1923

Jay & writ (Atty pd) #	2.00
Shff Cutshall	1.85
Shff Cutshall on alias	1.85
Shff Cutshall on Proc.	6.25
Geo. Eldred, Master (Paid)	25.00
Pro. Greeley	9.85
Atty	3.00

Subpoena in Divorce, and for custody of Francis Paul Morrow and Thelma Isabelle Morrow, minor children of the parties.

And now, March 13, 1923, Subpoena awarded, returnable first Monday of May, 1923. (Signed) Thos. J. Prather, P. J.

Subpoena returned: May 7, 1923, the within named Joseph Howard Morrow, not found in my bailiwick.

So answers, H. B. Cutshall, Sheriff

May 7, 1923. Alias subpoena in divorce issued, returnable to first Monday of July next.

Alias Subpoena retd: July 2, 1923 the within named Joseph Howard Morrow not found in my bailiwick.

So answers H. B. Cutshall, Sheriff.

July 2, 1923. Order issued for Sheriffs proclamation; returnable to first Monday of August next.

And now, Aug. 6, 1923. I have made proclamation in the above entitled case according to law, and caused the same to be published in the Lackawanna Times, a newspaper printed within my bailiwick, for four weeks successively prior return day thereof as per copy of said proclamation and proof of publication hereto attached.

So answers, H. B. Cutshall, Sheriff

And now, Aug. 6, 1923. Geo. Eldred, Esqr., is appointed Master in this case. By Thos. J. Prather, P. J. (See paper filed) Com. issued.

Sept. 7, 1923, Testimony and report of Master filed.

On Argt. List for Sep. Term, 1923. No. 23.

Oct. 4, 1923. After due consideration, a divorce is decreed as prayed, at cost of respondent; and the custody of the child Thelma Morrow, is awarded to libellant. Per Curiam.

Decree: And now, to-wit Oct. 4, A.D. 1923 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 Jessie Lillian Morrow be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Jessie Lillian Morrow the libellant and the said Joseph Howard 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. And it is further ordered that the custody of the child Thelma Isabelle Morrow, be and the same is hereby awarded to the said Jessie Lillian Morrow, the libellant

Per Curiam

record continued on margin

Thomas & Thomas

20

O. Clare Kent 5/14/23.

W. H. Williams

vs.

Ovid Stowe (Stow)

Issued March 15, 1923

Tax & writ (plff. pd)	# 2.00
Shff. Butshall	10.30
Bro. Greeley	2.50
Atty	3.00
Exam'n Apr. 30/23 (Pd by atty 5/1/23)	5.00

Summons in Assumpsit

Returnable to next term.

March 15, 1923. Affidavit that plffs claim exceeds #300.00 filed.

March 15, 1923. Plffs. statement of claim filed.

Writ returned: Served the within summons and Plaintiffs statement of claim on the within named Ovid Stowe (Stow) on April 12, 1923 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.

And now, Aug. 13, 1923. On motion of plaintiffs Attorneys, judgment is entered in favor of plaintiff and against the defendant, for want of an affidavit of defense, and said judgment liquidated at the sum of Eighteen hundred fifty-three and 73/100 Dollars.

(See paper filed)

Debt # 1853.73

Int. from Aug. 13, 1923

Judgment

V.L. Greeley, Pro.

St. 7, 226.

Fi. Fa. to No. 67 Sept. Term, 1923.

MAY TERM, 1923

Roy S. Peters 21 O.C. Clarke Ret 3/31/23	Clyde N Rickerson vs. Fred L. Marsh Issued March 16, 1923 Tax & writ (Atty. pd) # 2.00 Shff. Cutshall 6.60	Summons in Assumpsit; Returnable to First Monday of April, 1923. Writ returned. Served the within summons on the within named Fred L. Marsh on March 17, 1923, by handing to him a true and attested copy of the summons and stating contents of same known to him. So answers N.B. Cutshall, Sheriff Nov. 8, 1923. Defendants plea in Estoppel filed April 17, 1924. Statement of Claim filed. Service accepted by Dfts. Atty. Nov. 1, 1924 Affidavit of Defense filed. Nov. 13, 1924 Plaintiffs reply filed

MAY TERM, 1923

b. L. Webb 22 April 10 1925 Reed of Dept 3 00 atty fee V. L. Greeley Pro April 10, 1925 Reed in my fee $3 00, Curtis L. Webb	Thomas W. Thompson use of J. Turner Munger vs. W. A. Seward Entered March 17, 1923 Pro. Greeley (Dept fee) 2.25 Atty 3.00	Of No. 17 February Term, 1918 Amicable Scire Facias for 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 One Thousand eighty-five and 25/100 Dollars, with interest from Feb. 27, 1923, and including costs on original judgment. Debt $1085.25 Int. from Feb. 27, 1923 Judgment V. L. Greeley, Pro.
	Sep. 153	April 10 1925 Reed Satisfaction in full Debt interest and cost on above judgment J. Turner Munger

Otto Kohler

23

R. Clayton Wightman and Margaret A. Wightman, for the use of Frieda Blass Gross
vs.
Archie E. Sliter and Mary M. Sliter, mortgagors, and Sue E. Alexander, terre tenant.

Issued March 17, 1923

Tax writ (paid)	2.25
Rec. Boswell	.50
Shff Kutshall	9.20
Pro. Greeley	2.50
Atty	3.00

Sci. Facias sur Mortgage recorded in Mortgage Book Volume 104, page 111, Returnable 1st Monday of April next.

March 17, 1923. Affidavit as to title to land filed.

Writ returned: Served the within writ on the within named Sue E. Alexander, terre tenant on March 20, 1923, by handing to her a true and attested copy of the writ, and making known to her the contents thereof. Nihil habet as to Archie E. Sliter and Mary M. Sliter, mortgagors. So answers

A. B. Kutshall, Sheriff.

And now, April 17, 1923, comes Archie E. Sliter and Mary M. Sliter, mortgagors, and accept service as of March 26, 1923, of Sci. Facias issued in an action as above entitled, waiving service upon them and each of them, with the same force and effect as if such service had been made personally by the Sheriff of the County of Crawford as of the same date when service was made on Sue E. Alexander, to wit, March 20, 1923.

(See paper filed)

And now, April 23, 1923. On motion in open court, judgment is granted against Sue E. Alexander, terre tenant, for default of an appearance, and against said Sue E. Alexander, Archie E. Sliter and Mary M. Sliter for want of an affidavit of defense, Per Curiam. (See paper filed)

Same day, Judgment liquidated at the sum of Two thousand two hundred ninety four Dollars and thirty-three cents, with costs of suit. (See paper filed)

Debt $2294.33
Int. from April 23, 1923
Judgment

Sy. 16; Ap. 99.

V. L. Greeley, Pro.

Lev. Fac. to No. 59 May Tr. 1923.

Received satisfaction in full of this Judgment Oct. 18, 1923
Frieda Blass Gross

MAY TERM, 1923

J. E. Bossard and Curtis L. Webb 24 O. Blare Kent	✓ Mabel L. Bortles vs. ✓ Etta Nevins Issued March 19, 1923		Capias ad Respondendum in Trespass, Returnable to First Monday of April next. Bail required in the sum of $500.00 March 19, 1923. Affidavit for fixing bail filed.
	Tax writ (atty paid)	$ 2.00	Writ rets'd. Served the within capias on the within named defendant, Etta Nevins on March 19, 1923, at her residence in the Borough of Linesville, Pa. Gave bail to the Sheriff, as per bond attached. So answers A B Bortshall, Sheriff
	Shff Bortshall	9.20	
	Pro Y	1.25	
March 26 1923 Rec'd of Defts. atty Twelve and 45/100 Dollars costs V. L. Greeley Pro	atty	3.00	
			March 20, 1923. Bail bond of defendant with F. B. Stewart as surety, in the sum of $500.00, filed.
Mch. 26" 1923 Rec'd. my Docket Fee in this case. O. Clare Kent Defts. atty.			March 22, 1923. O. Blare Kent, Esqr, appears for deft. (See paper filed)
March 26, 1923 Received from Pro Greeley $9.20 my costs A B Bortshall Sheriff	March 26" 1923 This case having been settled by the parties, the same is hereby discontinued of record. Curtis L. Webb Atty for Plff.		
March 27, 1923, Rec'd $7.00 my costs C.L. Webb			

Donald C. Thompson	Edward C. Gibson and Carl A. Vatter, partners doing business under the name, style and title of North Street Garage, vs Catherine Graves. Issued March 19, 1923	Summons in Assumpsit, Returnable to first Monday of April next. March 19, 1923. Statement of claim filed. Writ returned: Served the within writ and statement of claim on the within named Catherine Graves on March 22, 1923, at the Galbo Garage in the City of Meadville, 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. March 29, 1923. O. Clare Kent, Esq., appears for deft. (See paper filed) April 4, 1923 Affidavit of defense filed, and service accepted by Plffs Attorney. On Trial List for 4th Monday of Oct. 1923. No 15 Oct. 1923. Continued by consent. On Trial List for 1st Monday of Jan. 1924. No 6.
25 O Clare Kent		
12/13/1923 – Recd $3.50 my costs on service. H B Cutshall Sheriff	Jax & writ (paid) ✓ 2.00 Stff Cutshall ✓ 3.50 Pro Greeley 3.25 Pro use of Co. 4.75 Jury fee ✓ 4.00 Atty 3.00	
Jan. 11, 1924 Recd from Plff $4.00 jury fee V. L. Greeley, Pro		Jan. 10, 1924. Amendment to statement of claim filed in open Court. And now, Jan. 10, 1924. Jury selected and sworn as follows. 1- James Loy, 2- Bert Battles, 3- Robert Collins, 4 Clifford Devore, 5- Harry MacKinhaupt, 6- W. H. Ginder, 7- Mrs. Prudence Miller, 8- Margaret McMichael, 9 Bates Watton, 10- J. C. Morris, 11- J. H. Blair, 12- Raymond Lewis: Twelve good and lawful men, who upon their solemn oaths which they have taken, say, Jan. 11, 1924, they find for the plaintiff in the sum of Four Hundred Sixty-six 5/100 Dollars. G. page 165. Debt # 466.05 Int. from Jan 11, 1924. Judgment on Verdict Jan. 17, 1924. V. L. Greeley, Prothy.
Jan 28 Recd of Deft by atty Eight and 20/100 dollars Stff & Prothy costs V. L. Greeley Pro		
Jan. 28, 1924 Received $3.50 my costs on this case H B Cutshall Sheriff	G. page 165.	

Jan. 28, 1924— [Ly ch. 3745 (C-410) of O. Clare Kent, Esq.]
Received Satisfaction in full of debt, interest and costs, and the Prothonotary is directed to mark the judgment satisfied.

Donald C. Thompson,
Atty. for Plff.

MAY TERM, 1923

26 Arthur R. Thompson	William J. Rightlinger vs. Anna Mulvey Entered March 20, 1923 9-11-24 # Jas tentry paid 1.50 Costs on Trans 21.37	Appeal by Defendant from Judgment of Peter B. Tarr, Alderman

Arthur L Bates 27	A. J. Burnett, now use of Leon E. Berly vs. John A. Graham and Jennie M. Graham. Issued March 22, 1923 # Geo. Greeley (pd-See Fi. Fa) 2.00 Sheff. Butshall (Paid to Sheriff) 3.30	Of No. 328 May Term, 1917 Scire Facias to revive and continue the lien of the above judgment, et quare executionem non, Returnable to next term. Writ returned: Served the within writ on the within named Jennie M. Graham on April 13, 1923, by handing to her a true and attested copy of the writ and making contents of same known to her. Served the within writ on John A. Graham, by handing a true and attested copy of the writ to an adult member of his family, namely, his wife, Jennie M. Graham, and making contents of same known to her, on April 13, 1923. So answers A. B. Butshall, Sheriff.

MAY TERM, 1923

O. Blair Kent

Lee J. Stevens, Neva Bates, Donald Stevens, Gertrude Stevens, Audley Stevens, Lloyd Stevens and Clifford Stevens, trading and doing business as the Stevens Motor Company,

vs

Fred Knapp and Blanche F. Knapp

Issued March 22, 1923

28

Albert L. Thomas for Fred Knapp

Tax writ, Atty fee		2.00
Sheff. Critchfield		10.40
Pro. Greeley		3.75
Jury fee		4.00
Atty		3.00
Pro. use of Co		3.50

Oct 28 1923 Recd of L. J. Stevens Eleven and 25/100 Dollars my costs.
D. L. Greeley Prothy

Summons in Assumpsit, Returnable to the first Monday of April next.

March 22, 1923, Affidavit that plffs. claim exceeds $300.00 filed.

Plaintiffs demand a trial by jury.

March 22, 1923. Statement of claim filed, and two copies certified to Sheriff.

Writ returned. Served the within writ and Statement of claim on the within named Fred Knapp on March 26, 1923, at the office of the Penn Furniture Co., in the Borough of Bonneauville, Pa by handing to him a true and attested copy of the within summons and statement of claim and making contents of same known to him. Also, served the within writ and statement of claim on the within named Blanche F. Knapp, on March 26, 1923, at her residence in the Boro. of Bonneauville, by handing 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. Critchfield, Sheff.

March 28, 1923. Albert L. Thomas, Esq., appears for the deft. Fred Knapp in the above case. (See paper filed)

April 9, 1923. Affidavit of defense by Fred Knapp filed. Service accepted by plffs. Atty.

On Trial List for 4th Monday of Oct. 1923. No. 14.

Oct. 22, 1923 continued by consent of counsel.

On Trial List for 1st Monday of Jan. 1924, No. 12.

January 14, 1924. Amended Statement of claim filed in open court.

And now, January 14, 1924, Jury selected and sworn as follows: 1- W. A. Linder, 2- Robert Collins, 3- Clifford Devore, 4- Andrew J. Palm, 5- D. J. George, 6- C. L. Saunders, 7- John K. Blaisdell, 8- Robert Z. Davidson, 9 Bates Watton, 10- Margaret McMichael, 11 Raymond Lewis, 12- W. E. Sackett; Twelve good and lawful persons, who upon their solemn oaths which they have taken, say, January 16, 1924, they find for the defendant. S-Firm, page 151

Jan. 15, 1924. Defts. points filed.

29

David Shafer, use of
Geo. B. Shafer
vs.
F. A. Walker
Entered March 23, 1923
Geo. Greeley (Sheriff) # 2.25

Of No. 193 February Term, 1918
Amicable Scire Facias on Judgment.
It is agreed That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said county and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waiver and conditions contained in the original judgment note, for the sum of One Hundred Sixty-one and 25/100 Dollars, with interest from June 21, 1922, being the amount now due on the original judgment.
Debt # 161.25
Int. from June 21, 1922
W. page 222.
Judgment
V. D. Greeley, Prothy.

Sept 26 1924 Recd satisfaction in full dept intent and costs on above judgment
GEO. B. SHAFER EXE.

MAY TERM, 1923

b. Victor Johnson 30	✓ Commonwealth of Pennsylvania, ex rel. ✓ Rebecca Bridges vs. ✓ H.B. Kutshall, Sheriff and Keeper of Crawford County Jail. Issued March 26, 1923 #	Habeas Corpus. And now, March 26, 1923, It is ordered that a writ of Habeas Corpus issue, returnable and for hearing on the 27th day of March, 1923, at 10 A.M. Per Curiam Writ returned March 29, 1923. To the Honorable Thomas J. Prather, P.J.: I have the body of the within named Rebecca Bridges as within I am commanded. So answers, H.B. Kutshall, Sheriff. March 29, 1923, petitioner, after hearing, discharged. Costs to be paid by the County. No fees to be taxed on behalf of petitioner. (Signed) Thos J. Prather, P.J. (See back of petition)
April 12 1923 Recd of Crawford County Twelve and 50/100 Dollars costs in this case V. L. Greeley Pro	Pro. Greeley 2.00 Shff. Kutshall 3.00 Com. Bill of Costs 7.50	
Apr. 12. 1923 Received from Pro. Greeley $3.00 on my costs H B Kutshall Shff		
Apr. 12, 1923 - Recd from Pro. Greely $7.50 - Witness Fees. Augustus Delp Atty.		

b. Victor Johnson 31	Commonwealth of Pennsylvania, ex rel. Lucille Allen vs. A.B. Leitshall, Sheriff and Keeper of Crawford County Jail. Issued March 26, 1923 Pro. Greeley 4-28-23 # paid 2.00 Sheriff Leitshall 3.00	Habeas Corpus And now, March 26, 1923, It is ordered that a writ of Habeas Corpus issue, returnable and for hearing on the 27th day of March, 1923, at 10 A.M. Per Curiam. Writ returned March 27, 1923:— To the Honorable Thomas J. Prather, President Judge: I have the body of the within named Lucille Allen as within I am Commanded. A.B. Leitshall, Sheriff Now March 29, 1923 After hearing petition, and writ dismissed at cost of petitioner. (Signed) Thos. J. Prather, P.J. (See back of petition)

J. A. Boland
32

Jan 8 1924 Rec'd of Pff by atty Nineteen and 80/100 Dollars being Sheriff & Prothy Costs
V. L. Greeley Pro

Jan 9- 1924 Rec'd of Pro. Greeley Nine & 85/100 Dollars my Costs
H B Gutshall
O.K.O Sheriff

Rosario Pancallo
vs
Filomena Pancallo
Issued, March 26, 1923.

Tax & writ (Atty. pd) #	2.00
Shff. Gutshall	1.85
Shff. Gutshall on alias	1.85
Shff. Gutshall on proc	6.25
J. B. Eckels, Master Atty - paid	25.00
Pro. Greeley	9.85
Atty "	3.00

Subpoena in Divorce.

And now, March 26, 1923, subpoena awarded, Returnable First Monday of May next.

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

Subpoena returned: May 7, 1923. The within named Filomena Pancallo not found in my bailiwick.

So answers, H. B. Gutshall, Sheriff

May 7, 1923. Alias subpoena in Divorce issued, returnable to first Monday of July next.

Alias subpoena returned: July 2, 1923, the within named Filomena Pancallo not found in my bailiwick.

So answers H. B. Gutshall, Shff.

July 23, 1923. Order issued for publication of Shff's proclamation, returnable first Monday of Sept. next.

And now, Sept. 3, 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. Gutshall, Sheriff.

And now Oct. 15, 1923 J. B. Eckels, Esq., is appointed Master in this case. Per Curiam. (See paper filed) Com. issued.

Nov. 16, 1923 Testimony and report of Master filed.

On Argt. List for Nov. Term, 1923 No. 13.

Jan. 18, 1924 After due consideration, a divorce is decreed as prayed. Per Curiam

Decree: And now, to wit Jan. 18, 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 are true, it is by the Court ordered, adjudged and decreed

That the said Rosario Pancallo be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him, the said Rosario Pancallo the libellant, and the said Filomena Pancallo, 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

Charles B. Stegner
33

Dane M. Bly
vs
Elsie Seamans Bly
Issued March 26, 1923

Jay + writ (pd 3/27/23)	$ 2.00
Shff. Kutshall	1.85
Shff. Kutshall-al.	1.85
Shff. Kutshall-proc.	6.25
Pro. Greeley	1.00
Pro. G. for County	1.00

Subpoena in Divorce.

And now, March 26, 1923, Subpoena awarded, Returnable first Monday of May next. (Signed) Thos. J. Strather, P. J.

Subpoena returned: May 7, 1923, The within named Elsie Seaman Bly not found in my bailiwick. So answers H. B. Kutshall, Sheriff

July 6, 1923, Alias subpoena in divorce issued, returnable to first Monday of August next.

Alias subpoena returned: Aug. 6, 1923, The within named Elsie Seamans Bly not found in my bailiwick. So answers H. B. Kutshall, Shff.

Feb. 21, 1924 Order issued for publication of Sheriffs proclamation, returnable to first Monday of April next.

And now, April 7, 1924, I, H. B. Kutshall, 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. Kutshall, Sheriff.

And now, April 7, 1924, W. J. Sirdevan, Esq., is appointed Master in this case. Per Curiam. (See paper filed) Commission issued.

Leland J. Culbertson
3H

June 11 1923 Rec'd of Pfff by atty Twelve and 10/100 dollars Shff & Prothy costs
U. L. Greeley Pro

June 11-1923 Rec'd of Pro Greeley Four & 25/100 dollars my costs
H. B. Cutshall
Per O.P.S. Sheriff

Hazel M. Leonhart
vs.
Rodney A. Leonhart
Issued March 26, 1923

Tax + writ (Atty paid)	2.00
Shff. Cutshall	4.25
J. D. Spencer, Master	25.00
Pro. Greeley Atty	7.85
	3.00

Subpoena in Divorce
And now, March 26, 1923, subpoena awarded, Returnable to First Monday of May, 1923.
(Signed) Thos. J. Brother, P.J.
Writ returned: Served the within subpoena in divorce on the Respondent personally, on April 14, 1923, 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
And now, May 14, 1923 J. D. Spencer, Esq., is appointed Master in this case.
By Hon. Thos. J. Brother, P.J.
(See paper filed) Com. Issued.
May 18, 1923 Testimony and report of Master filed.
On Arg. List for May Term, 1923 No. 25.

July 2, 1923 After due consideration, a divorce is decreed as prayed, and at cost of respondent. Per Curiam.
Decree: And now, towit July 2 A.D. 1923, this cause came on to be heard on libel, subpoena and subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered adjudged and decreed
That the said Hazel M. Leonhart be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Hazel M. Leonhart the libellant and the said Rodney A. Leonhart 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)

Albert L. Thomas 35	Ray D. Seeley vs. Gertrude M. Seeley Issued March 26, 1923 Tax & writ 3-28-23 # paid 2.00 Shff Guthrie 3.00 John Schuler, Master Geo. Seeley, 5.25 Atty 3.00	Subpoena in Divorce. And now, March 26, 1923, subpoena awarded, returnable to first Monday of May next. (Signed) Thos. J. Brather, P. J. Subpoena returned: Served the within subpoena in divorce on the respondent personally, on the 3d day of April, 1923, 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. Guthrie, Sheriff. And now, May 7, 1923. John Schuler, Esq. is appointed Master to take testimony and make report in this case. By Hon. Thos. J. Brather, P. J. (See paper filed) Bond issued

MAY TERM, 1923

O. Blare Kent
36

Rose Levy Meter
vs.
Joseph Meter
Issued March 26, 1923

	#
Jax & writ	2.00
Shff. Leitshall	6.65
Paul Thomas, Master (Reg)	25.00
Geo. Greeley	7.85
Atty	3.00

Subpoena for annullment and declaring void a marriage, the ceremony of which was performed, it is alleged, contrary to statute.

Now, March 26, 1923, Upon presentation of the foregoing petition and libel, and after due consideration thereof, a subpoena is hereby awarded as prayed for. Returnable to the first Monday of May next. (Signed) Thos. J. Prather, President Judge

Subpoena returned: Served Joseph Meter, the within named respondent, by giving to him at 10th & Peach Sts., City of Erie, Pa., on April 14, 1923, a true and attested copy of the within subpoena, and making known to him the contents of the same. So answers, William D. Brown Sheriff of Erie County

Sept 17 1923 Recd of Pleff by atty Sixteen and 50/100 Dollars Shff & Prothy costs
U. L. Greeley Pro

Sept 17th 1923 Recd of Pro Greeley Sixty & 65/100 Dollars
My Cost
H B Leitshall
O&P Sheriff

And now, April 23, 1923, writ returned, served by the Sheriff of Erie County, Pa., as per return attached.
So answers H.B. Leitshall, Sheriff of Crawford County

And now, May 28, 1923, Paul Thomas, Esq., is appointed Master in this case. By Hon. Thos. J. Prather, P. J. (See paper filed)
Same day, Commission issued.
Sept. 13, 1923, Testimony and report of Master filed.
On Arg. List for Sept. Term, 1923. No. 24.
Oct. 4, 1923, After due consideration, prayer of petitioner is refused and libel dismissed. Per Curiam

Otto Kohler

37

The Hobart Manufacturing Co., a corporation,
vs
J. E. Bossard, Receiver of the United Markets Co., Inc., and W. B. Bortles
Issued March 27, 1923

Jay & Prs. S. (Atty paid)	$ 3.00
Shff. Crutchall	6.20
Pro. Greeley 12-7-23 paid	2.50
Atty	3.00

Replevin for one combination No. 2124 Mill and Chopper, serial No. 174603, machine, valued at $256.00. Bail to dissolve $512.00; Returnable to the First Monday of May next.

March 27, 1923, Affidavit as to value of property filed.

Same day, Statement of claim filed

Same day, Bond of plaintiff, with United States Fidelity and Guaranty Company as surety, in the sum of $512.00, approved and filed.

Writ returned: Served the within writ on J. E. Bossard on March 27, 1923, at five o'clock P. M., at the Sheriff's office in the City of Meadville, Pa.,

Defendant failed to give the required bond. Delivered the goods to plaintiff on March 31, 1923

So answers N. B. Crutchall, Shff.

Nov 12-1923 Recd of Pro Greeley Sixty 20/100 Dollars in full of my Cost.
N. B. Crutchall
Sheriff
Otto Kohler atty pd cost

And now, May 14, 1923. On motion in open Court, judgment is granted for Defendt of an appearance and for want of an affidavit of defense Per Curiam. (See paper filed)

Judgment
W. L. Greeley, Prothy.

Thomas & Thomas ✓ 38	Elizabeth Boyersmith Petitioner vs. Heirs of Samuel Torbett, deceased, and George Hamilton, or his heirs or assigns, Respondents. Entered March 26, 1923 Pro. Greeley 11-23-23 paid 5.00 Atty 3.00	Rule to bring an action of Ejectment within six months for A certain piece or parcel of land situate in the Fourth Ward of the City of Meadville, bounded on the north by Poplar Street one hundred and thirty (130) feet, more or less; on the east by Lot of Kepler; on the south by other land of petitioner and on the west by River Street. And now, March 26, 1923, Upon presentation of the foregoing petition and after investigation and testimony taken and upon due proof of the alligations set forth in the within petition, a rule is hereby granted upon the heirs of Samuel Torbett, deceased, and upon George Hamilton, his heirs or assigns, to bring his or their action of ejectment within six months from the date of the service of such rule upon him or them or show cause why the same cannot be so brought, returnable to the second Monday of May, 1923 at 10 o'clock A. M.; And it is further ordered and decreed that service of this rule be made upon the said heirs of Samuel Torbett, deceased, and upon George Hamilton, his heirs or assigns, by publication in the Meadville Tribune Republican once a week for six successive weeks. (See paper filed.) Per Curiam. Same day, Rule issued. May 14, 1923. Proof of publication of rule and notice with petition to make rule absolute, filed. And now, May 14, 1923, upon consideration of the foregoing, the rule is made absolute as prayed for, and it is ordered and decreed that the said heirs of Samuel Torbett, deceased, and George Hamilton, his heirs and assigns bring his or their action of ejectment within six months from the date of this decree, or be forever barred from so doing. (See paper filed) Per Curiam. Nov. 19, 1923. Petition for final decree presented in open Court & filed. And now, Nov. 19, 1923, upon consideration of the foregoing and inspection of the records in this case, the rule is hereby made absolute, and judgment for the land described in said petition is hereby entered in favor of Elizabeth Boyersmith and against the heirs of Samuel Torbett, deceased, and against George Hamilton, his heirs or assigns; And it is further ordered and decreed that hereafter no action of ejectment for the recovery of said real estate shall be brought by the said heirs of Samuel Torbett, deceased, or George Hamilton, or any one claiming under, by or through them or either of them. Per Curiam (See petition filed) T. P. 111; Fa. P. 198. Judgment V. L. Greeley, Prothy.

Leland J. Culbertson

39

May 16, 1924 Recd of Chas B. Steiner Thirteen Dollars as costs
T. L. Greeley Pro
Same day sent check to Titusville Herald

In the Matter of the Assignment of A. J. Benton, surviving partner of Charles Iron and A. J. Benton, doing business as the Queen City Garage and Electric Company,
To
Charles B. Steiner, for the benefit of Creditors.
Entered March 28, 1923

	#
Pro. Greeley	3.00
Pro. G. for Cl.	7.00
Titusville Herald adv. a/c	3.00

Now, March 26, 1923 Upon presentation of petition of assignee, It is ordered that Jay Sanborn and Orphil J. Bodamer be and are hereby appointed appraisers, to appraise the estate and effects of the said Queen City Garage and Electric Company, assigned to the said Charles B. Steiner, in trust for the benefit of creditors.
(Signed) Thos. J. Prather, P. J.
(See petition filed)

March 29, 1923 Certificate of appointment of appraisers issued.

May 4, 1923. Inventory and schedule filed.

May 4, 1923 Appraisement, amounting to # 11,970.08, filed.

April 28, 1924 Final account of Assignee filed, and notice issued for publication in the Titusville Herald that said account will be confirmed finally on the 3d Monday of May next, unless exceptions thereto be filed in the meantime.

May 20, 1924 Proof of publication of notice of account filed.

Wesley B. Best
40

Sep. 17, 1923 Rec'd of libellant, per atty $10.00 being Shff's. & Prod. costs
V.L. Greeley, Pro

Sept 17-1923 Rec'd of Pro Greeley Two & 80/100 Dollars Entry costs
H B Critchall
O.H.P. Sheriff

Lovina M. Winters
vs.
Frank A. Winters
Issued March 28, 1923.

	#
Jay + writ (Atty pd)	2.00
Shff. Critchall	2.85
A.L. Knapp, Master, pd	25.00
Pro. Greeley	7.85
Atty. Paid W.C.B.	3.00

Subpoena in Divorce.
And now, March 28, 1923, Subpoena awarded, returnable to first Monday of May, next. (Signed) Thos. J. Prather, P.J.
Subpoena returned. Served the within Subpoena in Divorce on the Respondent personally on the 29th day of March, 1923, 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, Shff.
And now, May 7, 1923, Arthur L. Knapp, Esq. is appointed Master in this case.
By Hon. Thos. J. Prather, P.J.
(See paper filed) Com. issued.
June 30 1923 Testimony on part of Libellant and Report of Master filed.
On Argt. List for Sept. Term, 1923. No. 25

Oct. 4, 1923. After due consideration, a divorce is decreed as prayed, and at cost of respondent. Per Curiam.

Decree. 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 Lovina M. Winters be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Lovina M. Winters the libellant and the said Frank A. Winters 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

41

In re Crawford County Law Library: Annual Report of Committee for the year 1922
Entered March 28, 1923.

Geo. Greeley, 12-29-23 # paid 2,00

March 26, 1923 Report presented to the Court and order made as follows:

Now, March 26, 1923, the Commissioners of Crawford County are directed to set apart, appropriate and pay over, to the Treasurer of the Law Library Committee for the year 1923, Nine hundred Dollars ($900) for the maintenance and support of said Library in the Court House.

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

March 28, 1923 Certified copy of order issued.

MAY TERM, 1923

J. A. Bolard 42	√ Pearl May Johnson vs. √ James A. Johnson Issued March 28, 1923 Jay & work (Attyspd) 2.00 Shff. Kutshall 6.40	Subpoena in Divorce. And now, March 28, 1923, subpoena awarded, Returnable to First Monday of May next. (Signed) Thos. J. Grather, P. J. Subpoena returned: Served the within Subpoena in Divorce on the Respondent personally, on the 4th day of April, 1923, 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.

Q. Clara Kent 43	✓ Petition of ✓ Howard E McQuiston and Myrta McQuiston, his wife, for the adoption of ✓ Hal McQuiston as their child and heir Entered April 2, 1923 Pro. Greeley 12-29-23 # paid 3.00 chg co	April 2, 1923 Petition, with consent of Directors of the Poor annexed, presented in open Court and filed. Decree. Now, April 2, 1923 upon consideration of the foregoing petition, it appearing to the Court that the Directors of the Poor in and for Crawford County, Pa, have consented to the adoption prayed for, and the Court being satisfied that the welfare of the said minor child, Hal McQuiston will be promoted by said adoption, it is hereby ordered and decreed that the prayer of the petition be granted, and that the said Hal McQuiston shall assume the surname of Howard E. McQuiston and Myrta McQuiston, his wife, and have all the rights of a child and heir of said Howard E McQuiston and Myrta McQuiston, and be subject to the duties of such child. Per Curiam. Same day, certified copies of decree issued.

MAY TERM, 1923

Charles B. Stegner 44	✓ Henry Williams vs ✓ Mame Diggs Williams Issued April 6, 1923 Tax & writ 4-18-23 paid 2.00 Shff. Gutshall 1.85	Subpoena in Divorce And now April 6, 1923, Subpoena awarded, Returnable first Monday of May next (Signed) Thos. J. Brather, P.J. Subpoena returned: And now, May 7, 1923 The within named Mame Diggs Williams not found in my Bailiwick. So answers H.B. Gutshall, Shff.

James D. Roberts
45

Nellie Brewer
vs.
Norman M. Brewer
Issued April 6, 1923

	#
Jas. Lyon writ (Atty. pd)	2.00
Shff. Brown (Atty. pd)	5.17
Master (pd by Sol.) 5-8-23	25.00
Pro Greeley paid	7.85
atty.	3.00

Subpoena in Divorce
And now, April 6, 1923, Subpoena awarded. Returnable to First Monday of May next.
(Signed) Thos. J. Grather, P.J.
Subpoena returned. Served Norman M. Brewer, the within named respondent, by giving to him at Fairview, Erie County Pa., on April 9, 1923, a true and attested copy of the within subpoena in divorce, and making known to him the contents of the same. So answers
Wm. D. Brown, Sheriff.
And now, May 7, 1923, J. Berry Eckels, Esq., is appointed Master in this case.
By Hon. Thos. J. Grather, P.J.
(See paper filed) Commission issued
May 14, 1923 Testimony and Report of Master filed.

On Argument List for May Term, 1923. No. 26.
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 & 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 Brewer be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Nellie Brewer the libellant, and the said Norman M. Brewer 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

James D. Roberts

H6

In the Matter of the Incorporation of "The Hatch Cemetery Association", of Randolph Township
Entered April 7, 1923

April 7, 1923. Certificate for incorporation filed.

May 3, 1923. Proof of publication of notice of application filed.

Decree: And now, this 7th day of May, A.D. 1923, the Certificate of Incorporation of The Hatch Cemetery Association, a corporation of the first class, having been presented for approval to me, President Judge of said County, accompanied by proof of the publication of the notice of such application according to law.

I do hereby certify that I have perused and examined the said instrument and that I find the same to be in proper form and within the purposes named in the first class of corporations specified in the second Section of the Act of the General Assembly of Pennsylvania, entitled, "An Act to provide for the Incorporation and Regulation of certain Corporations", approved the twenty-ninth day of April, A.D. 1874, and the supplements thereto; and that the purposes of the proposed corporation appear to be lawful and not injurious to the community. It is therefore ordered and decreed that the charter of The Hatch Cemetery Association be and the same is hereby approved, and that upon the recording of the said Charter and this Order, the subscribers thereto and their associates and successors shall be a corporation for the purposes, upon the terms, and under the name therein stated. Witness my hand, and the seal of the said Court

Per Curiam.

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

Attest:

(Sgd) V.L. Greeley, Prothy.

June 29, 1923 Recd of Dept $4.00 my costs.
V. L. Greeley Pro

Pro. Greeley 3.00
" " cert. to Aud. Gen. 1.00

B. B. Bickett
47

Nov 15 1923 Rec'd of Peff by atty Nineteen and 80/100 Dollars Shff + Prothy Costs V. L. Greeley Esq

Nov 15 1923 Rec'd of Pro Greeley Nine + 85/100 Dollars my Costs
N. B. Cutshall
O to Sheriff

Harry P. Crawford
vs
Cora D. Crawford
Issued April 9, 1923

	#
Tax + writ (paid)	2.00
Shff. Cutshall	1.85
Shff. Cutshall on al.	1.85
Shff. Cutshall on proc.	6.25
J. E. Henretta, Master pd	25.00
Pro. Greeley,	9.85
Atty,	3.00

Subpoena in Divorce
Returnable to next term.
April 9, 1923, subpoena awarded
(Signed) Thos. J. Strather, P. J.
Subpoena returned: May 14, 1923, the within named Cora D. Crawford not found in my bailiwick.
So answers N. B. Cutshall, Shff
May 15, 1923. Alias subpoena in divorce issued, returnable to first Monday of July next.
Alias Subpoena returned: July 2, 1923, the within named Cora D. Crawford not filed in my bailiwick. So answers
N. B. Cutshall, Sheriff.
July 16, 1923, Order issued to Sheriff to make and publish proclamation in divorce, returnable to first Monday of Sept. next.

And now, Sept 3, 1923, I have made proclamation in the above entitled case according to law, and caused the same to be published in the Lackawanna Times, a newspaper printed within my bailiwick, for four weeks successively prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached. So answers N. B. Cutshall, Sheriff.

Now, Sept. 10, 1923 - J. E. Henretta, Esq., is appointed Master in this case. By Hon. Thos. J. Strather, P. J. (See paper filed)

Nov. 14, 1923. Testimony and report of Master filed.

On Arg. List for Nov. Term, 1923 No. 14

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 Harry P. Crawford be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him, the said Harry P. Crawford the libellant, and the said Cora D. Crawford 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)

48	Mrs. Matie Kelley vs W. A. Knickerbocker Entered April 9, 1923 Pro. Greeley (paid) # 2.25	Of No. 156 September Term, 1916. Amicable Scire Facias sur Judgment It is agreed That the Prothonotary of said Court enter an amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said county and duly so returned, and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Five hundred seventy-two and 17/100 Dollars, being the amount of debt, interest to April 1, 1923, and costs now due on the original judgment. Debt # 572.17 Int. from April 1, 1923 K. & C. 108 Judgment. V. L. Greeley, Pro May 3, 1928, Amicable Sci. Fa. to No. 111 May Term, 1928.

B.B. Pickett
49

Rebecca F. Cooper
vs.
Harry J. Onspaugh
Entered April 9, 1923

Pro. Greeley (Plff. paid) # 2.25
Atty 3.00

Of No. 236 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 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 Tenhundred and Sixty-six Dollars, being the amount of debt, interest and costs now due on the original judgment (attorneys commission included, #38.75) Credit to be allowed for potatoes, #27.00

Debt # 1066.00
Int. from April 11, 1923
O.C. 77. Judgment.
V. L. Greeley, Prothy

Dec. 11, 1925 This judgt satisfied & new note given in order to allow Bank to have ~~first~~ lien ahead of Rebecca Cooper on a new arrangement made this day.

B. B. Pickett
Atty for Plff.

MAY TERM, 1923

Arthur L Bates

50

J. C. Allen & Sons, now use of First National Bank of Somerset Lake, Pa.,

vs

Charles Craig, Wm. W. Griffith and Walter Rhodes, partners as Craig, Griffith & Rhodes, and Charles Craig, Wm. W. Griffith and Walter Rhodes, defendants, and J. A. Hunt, Garnishee

Issued April 11, 1923

Jay & writ ($2.00 paid) 2.50
Shff Cutshall 8.60
Pro. Greeley, pd .50

Of No. 217 February Term, 1923

Attachment Execution against the defendants, Returnable to the First Monday of May next.

To attach all and singular the goods and chattels, rights and credits, moneys and property of the defendants in whose hands the same may be, and especially in the hands of J. A. Hunt, and summon him as Garnishee.

Writ returned: Served the within writ on the within named J. A. Hunt, Garnishee, by handing a true and attested copy of the writ to an adult member of his family namely Arthur J. Hunt, his son, and making contents of same known to him on April 11, 1923. Nihil habet as to Charles Craig, Wm W Griffith and Walter Rhodes.

So answers, H. B. Cutshall, Shff.

Sept. 10, 1923 Received $8.60 in my costs from Pro. Greeley

H. B. Cutshall Shff

And now Sept. 10 1923 this case discontinued all costs paid having received satisfaction of the judgment on which it is bond

Arthur L Bates
Pltff Atty

And now, Sept. 10, 1923 Attachment Execution reinstated to the extent of $100.00 with interest from this date. Per Curiam.

(See order at No. 217 Feb. Term, 1923

Arthur L. Bates

51

J. B. Allen & Sons, now use of First National Bank of Conneaut Lake, Pa.,
vs
Charles Craig, Wm. W. Griffith and Walter Rhodes, partners as Craig, Griffith & Rhodes, and Charles Craig, Wm. W. Griffith and Walter Rhodes, defts and J. A. Hunt, Garnishee.
Issued, April 11, 1923

Tax & writ	9-10-23 # paid	2.50
Shff Leitshall		8.60
Pro Sy	pd	.50

Of No. 218 February Term, 1923.
Attachment Execution against the defendants, Returnable to the first Monday of May next.
To attach all and singular the goods and chattels, moneys and property, rights and credits of the defendants in whose hands the same may be and especially in the hands of J. A. Hunt, and Summon him as Garnishee.
Writ returned: Served the within writ on the within named J. A. Hunt, Garnishee by handing a true and attested copy of the writ to an adult member of his family, namely, Arthur J. Hunt, his son, and making contents of same known to him on April 11, 1923. Nihil habet as to Chas Craig, Wm. W. Griffith and Walter Rhodes. So answers
H. B. Leitshall, Sheriff

Sept. 10 1923
Received $6.00 my costs from Pro. Sealey
H. B. Leitshall Shiff

And now to wit Sept 10 1923 this case discontinued at costs of the plaintiff on which it is based being paid and satisfied
Arthur L. Bates
Pltf's Atty

MAY TERM, 1923

52

Roy S. Peters

Rebecca Zimmer
vs.
John Lilly and
wife

Issued April 12, 1923

Tax & writ (Plff. pd) $ 2.00
Shff. Satchall 5.40

Certiorari to Clark C. Bole, Justice of the Peace, of Venango Township, Crawford County, Penna.; Returnable to First Monday of May next.

April 12, 1923. Affidavit of plaintiff filed. Same day, Recognizance of Plff. with M.D. Wood as surety in the sum of $100.00, taken and filed.

Sheriff's return: Served the within writ on the within named Clark C. Bole on April 14, 1923 at his residence in Venango 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

H.B. Satchall, Shff.

May 5, 1923. Return of Clark C. Bole, Esq. to the Certiorari, with transcript from his docket attached, filed.

May 16, 1923. Exceptions by Defts. to proceedings filed.

On Argument List for May Term, 1923, No. 9.

"Continued for lack of notice to plaintiff."

Jan 8th 1924 Rec'd of Roy Peters five & 40/100 Dollars my costs H.B. Satchell Sheriff
O.K.S.

C. W. Benedict
53

May 4, 1923
Rec'd from Pro. Kelley
$7.85 in full of costs
H B Cuttshall Shff

D. Z. Kerr
vs.
Great Bend Oil & Gas Company, a Delaware Corporation.
Issued April 14, 1923

	#
Jay Swirk (paid)	2.00
Sheriff Cuttshall	7.85

Summons in Assumpsit. Returnable to the Second Monday of May, 1923.

Writ returned: (a) April 16, 1923, I hereby deputize the Sheriff of Dauphin County, Pa., to serve this summons.

H.B. Cuttshall, Sheriff.

(b) And now, April 17, 1923, at 10:40 o'clock A.M., served within summons in assumpsit on Great Bend Oil and Gas Company by leaving a true and attested copy thereof in duplicate, in the office of the Secretary of the Commonwealth of Pennsylvania, with C. R. Willets, Clerk and party in charge, the lawful attorney, duly constituted by the said Great Bend Oil and Gas Company upon whom all lawful process in any action Rule or legal proceeding against it may be served and paying to him in behalf of the plaintiff at the time of service thereof the sum of two dollars as required by law. So answers R.S. Spears, Deputy Sheriff, for Geo. W. Kanuagh, Sheriff of Dauphin County, Pa.

(affr. appended)

(c) April 23, 1923.- Writ served by the Sheriff of Dauphin County, Penna, as per attached return. So answers, H.B. Cuttshall, Sheriff.

And now May 3 1923 This case having been settled between the parties to the action the same is discontinued and the Prothonotary is hereby directed to mark the same settled of record

C. W. Benedict
Attorney for Plaintiff

(See paper filed.)

MAY TERM, 1923

Thomas & Thomas 54 Curtis L. Webb	C. A. Klumph vs. A. F. Bail Issued April 14, 1923	Summons in Assumpsit, Returnable to next term. April 14, 1923 Affidavit that Plffs claim exceeds $300.00 filed. April 14, 1923 Plaintiffs statement of claim filed. And now, April 14, 1923, Curtis L. Webb, Esq., appears for A. F. Bail, the defendant, and accepts service of the summons and statement with the same force and effect as though personally served by the Sheriff. (See praecipe) July 3, 1923 Affidavit of defense filed. Oct Trial List for 4th Monday of Oct. 1923. No. 9. And now, Oct. 22, 1923, jury selected and sworn as follows: 1 - William Marsh, 2 Mrs. Leota Dawer, 3 Gladys Crockett, 4 L. J. Lambert, 5 Geo. B. Matteson, 6 Verne Hyde, 7 Mrs. Lulu Lawrence, 8 N. P. Tucker, 9 Mrs. Rebecca Radle, 10 Arthur Hontz, 11 Paul Theuret, 12 Andrew Dunlap: twelve good and lawful persons, who upon their solemn oaths which they have taken, say Oct. 23, 1923, they find for the defendant K. page 128 Nov. 9, 1923 Judgment on the Verdict. K. page V. L. Greeley Prothy.
	Tax & writ (paid) 2.00 Pro. Greeley 4.75 Jury fee 4.00 Atty 3.00 Defts bill of costs 11.42	Nov 20 1923 Defts Bill of Costs filed. fee $11.42
Nov 9, 1923 Received from Dfft. $4.00, jury fee. V. L. Greeley Pro.		

Otto Kohler
55
John A. Boland
John O. McClintock
Walter J. McClintock

Aug 20 1926 Recd of Plaintiff One hundred Eighteen and 90/100 Dollars total bill of costs
V. C. Greeley Pro

And now, March 6th, 1926, Parties by Counsel appear for taxing Defts. bill of costs, same by agreement of Counsel taxed at $13.80, the last item being stricken out
V.C. Greeley, Pro.

Aug 20 1926
Received $13.80 in my costs from Pro Greely
H B Gutshall

Received Aug 20/26 from Pro-Greeley Five Dollars, my costs.
Otto Kohler

Aug 20, 1926 Received from Pro. Greely $84.55 defts costs in this case - Wm McClintock.

Dora L. Harte
vs.
Charles W. Jones
Issued April 17, 1923

Jay twist (Plff. paid)	#	2.00
Shff. Gutshall		6.50
" "		5.60
Pro Greeley		4.50
Gro. G. for County		5.25
Atty		3.00
Defts. Bill of Costs		47.30
Appeal to S.C. (atty pd 1/10/24)		3.00
Doc. Ent. for S.C.		2.25
Tribune Pub Co printing bill	#	31.25
Pro Greeley since		5.25
atty S.C.		3.00
		118.90

Summons in Trespass; Returnable to first Monday of May next
April 17, 1923. Statement of Claim filed.
Writ returned: Served the within summons and plaintiffs statement of claim on the within named Charles W. Jones on April 20, 1923, by handing to him a true and attested copy of each, and making contents of same known to him. So answers
H.B. Gutshall, Sheriff.
May 3, 1923. John A. Boland, Esq., John O. McClintock, Esq., and Walter J. McClintock Esq., appear for defendant. (See paper filed)
May 3, 1923. Motion to strike off Statement of claim filed.
And now, May 3, 1923, the within motion having been presented and read in open Court, upon consideration thereof, the motion is granted, and the statement of claim is hereby ordered stricken off, and the action dismissed.
(See paper filed)
Per Curiam.
May 5, 1923. Petition of plaintiff by attorney, presented in open Court and after consideration, that part of the order made May 3, 1923, dismissing plaintiffs action, is vacated, and the action reinstated, without prejudice to defendant to have a proper adjudication of the disputed bill of costs, filed after the institution of this action, determined before this action shall be called for trial. (Signed) Thos. J. Grather, P.J.
May 7, 1923. Statement of Claim filed. May 9, 1923. Sheriff makes return of personal service of same upon defendant.
May 21, 1923. Affidavit of defense in lieu of a demurrer, filed. Copy served on Plffs. Attorney. (See affidavit)
On Argt. List for Sept. Term, 1923 No. 8 Oct. 1, 1923. Argued C.A.V.
Oct 9-1923 Amended Statement of Claim filed.
Service accepted by J. A. Boland atty for Defendant
Oct. 22, 1923. Affidavit of defense filed.
Dec. 24, 1923. Amendment to affidavit of defense allowed by the Court and filed.
On Trial List for 1st Monday of Jan. 1924, No. 13.
Jan. 7, 1924 Continued on application of plaintiff.
On Trial List for 1st Monday of Oct. 1924. No. 8.
Oct. 2, 1924 Continued on application of plaintiff.
On Trial List for First Monday of Jan. 1925, No. 15.
Jan 7 1925 Motion to amend Statement of Claim and the Amendments thereto filed. See paper filed.
Jan 8, 1925. It appearing that this case will not be reached, because of two prior cases, this case is continued, and marked Remanet. Per Curiam.

Record continued on p. 362

MAY TERM, 1923

Thomas & Thomas 56 May 8-1923 Recd of Pub Faculty three & 50/100 Dollars Imy Costs H. B. Cutshall Sheriff Per CHP	Crawford County Trust Company vs Gilbert H. Kepner, Executor of the last will and testament of Adella E. Kepner, otherwise known as Della E. Kepner, and G. H. Kepner. Issued April 18, 1923 Tax & writ (plff. paid) $ 2.00 Shff. Cutshall 3.50	Summons in Assumpsit, Returnable to next term K. pp. 50 & 135 April 18, 1923 Affidavit that plffs claim exceeds $300.00 filed. April 18, 1923 Plaintiffs statement of demand filed Writ returned: Served the within writ and statement of claim on the named Gilbert H. Kepner, on April 27, 1923, at the Sheriffs office, 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. Cutshall, Sheriff.

And now, May 7 1923, received of above defendant Nine Hundred Thirty-six and 15/100 ($936.15) Dollars in full of above claim, debt, interest and costs and the same is hereby discontinued of record.

Thomas & Thomas
Atty for plaintiff.

W. O. Morrow
57
Kincaid & Kincaid

Julia M. Range
vs.
Carlton P. Range
Issued April 23, 1923

	#
Tax & work (paid)	2.00
R. C. Ingalls, Elgin & Constable fee	$2.25

Subpoena in Divorce.

And now, April 23, 1923, subpoena awarded as prayed for, returnable the first Monday of June next.

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

Writ returned in Due this 24th day of May 1923. Served the within subpoena in divorce upon the within named respondent Carlton P. Range, in the borough of Elgin, Erie Co. & State of Pennsylvania, by producing same to him, informing him of the contents thereof, & by then & there leaving with him personally a true & attested copy thereof.

So answers, R. C. Ingalls, Constable.

June 4, 1923, Kincaid & Kincaid appear for the respondent, Carlton P. Range.

(See paper filed)

Charles B. Stegner
58

Patrick Henry O'Brien
vs.
Florence Sharp O'Brien
Issued April 23, 1923

Jay + writ (Atty paid)	2.00
Shff Kutshall	1.85
Shff Kutshall on alias	1.85
Shff Kutshall on Proc	6.25
Chas. B. Stegner Master	25.00
Pro Greely	2.00
Pro Greely fees	7.85
atty	3.00

Subpoena in Divorce
And now, April 23, 1923, subpoena awarded, Returnable first Monday of June next.
(Signed) Thos. J. Prather, P.J.

Subpoena returned: June 4, 1923 the within named Florence Sharp O'Brien not found in my bailiwick.
So answers, H.B. Kutshall, Sheriff.

Sept. 13, 1923 Alias subpoena in divorce issued, returnable to first Monday of Nov. next.

Alias subpoena returned: Nov. 5, 1923. the within named Florence Sharp O'Brien not found in my bailiwick.
So answers H.B. Kutshall, Sheriff.

Nov. 27, 1923 Order for proclamation issued returnable to first Monday of Jany next.

And now, Jan. 7, 1924, I have made proclamation in the above entitled case according to law, and caused the same to be published in the Uniontown Times, a newspaper printed within my bailiwick, for four weeks successively prior to return day thereof, as per copy of said proclamation & proof of publication hereto attached.
So answers H.B. Kutshall, Sheriff.

Jan. 7, 1924. Arthur R. Thompson, Esq. is appointed Master in this case. By Thos J. Prather, P.J. (See paper filed) Com. issd.

Feby 15 1924 Testimony on part of Libellant and Report of Master filed.

On Argt. List for May Tr. 1924, No. 7.

July 7, 1924. After due consideration, a divorce is decreed as prayed. Per Curiam.

Decree:- And now to wit, July 7, 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 Patrick Henry O'Brien, be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him the said Patrick Henry O'Brien the libellant, and the said Florence Sharp O'Brien, 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,
Thos. J. Prather, P.J.

(See paper filed)

May 16 1924 Recd of Pltff by atty Nineteen and 80/100 Dollars Sheff & Proctrs costs
V. L. Greely Pro

May 16. 1924 Received from Pro Greely $19.80 my costs
H.B. Kutshall Sheriff

O. Clare Kent
59

Sept 17 1923 Rec'd of Peff by atty Thirteen and 70/100 dollars Shff & Proctys costs.
V. L. Greeley Pro

Sept 17-1923 Recvd of Pro Greeley Three & 85/100 Dollars My Cost
H B Cutshall
O.T.P. Sheriff

Emma R. Swavey
vs.
Joseph Swavey
Issued April 23, 1923

	#
Taxwrit	2.00
Shff. Cutshall	3.85
J. D. Roberts, Master, (Ord by Court)	25.00
Pro. Greeley, Atty.	7.85
	3.00

Petition for annulment of void marriage ceremony.

Now April 23, 1923, upon presentation of the foregoing petition and after due consideration, a subpoena is awarded as prayed for; Returnable to the first Monday of June, 1923.

(Signed) Thos. J. Brather,
President Judge.

Subpoena returned: Served the within Subpoena in Divorce on the Respondent personally on the 30th day of April, 1923, 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. B. Cutshall, Sheriff.

And now, May 28, 1923. J. D. Roberts, Esq. is appointed Master in this case By Hon. Thos. J. Brather, P.J.
(See paper filed) Com. issued.

July 20, 1923. Testimony and report of Master filed
On Argt. List for Sept. Term, 1923, No. 26.

Oct 4, 1923. After due consideration the prayer of petitioner is granted, and a decree entered, cancelling and annulling said supposed and void marriage. Per Curiam.

Decree: And now, to-wit, the 4th day of October, A.D. 1923, the master's report in the above case having been approved and proof of personal service on respondent having been made, and it appearing from the said master's report that on the 31st day of May, 1919 a pretended marriage was had and solemnized between Emma R. Swavey formerly Emma Renwolf, libellant herein, and Joseph Swavey, respondent herein, but that at the time of the solemnization of the said pretended marriage, he, the said Joseph Swavey, was incapable of making such a contract, by reason of his having a wife living at the time to whom he had previously been lawfully married and not divorced, therefore upon the reason above mentioned, the Court by virtue of the authority vested in it by the Act of the General Assembly in such cases made and provided, hereby decrees that the supposed or alleged marriage heretofore attempted to be contracted between the said Emma R. Swavey, or Emma Renwolf libellant and the said Joseph Swavey, the respondent was and is wholly and absolutely null and void to all intents and purposes whatsoever.

And it is further decreed that the said Emma R. Swavey or Emma Renwolf shall be at liberty to marry again, in like manner as if the said supposed or alleged marriage had never taken place. Per Curiam
Thos J. Brather
President Judge
(See paper filed)

record continued on margin.

Thomas & Thomas

60

June 9 1925 Rec'd of Plaintiff Thirty three and 05/100 Dollars costs in this case
V. C. Greeley Pro

June 9. 1925
Rec'd of Pro. Greeley $30.00 my costs and costs of Boswell
J. A. Northam

Petition of the School District of the Borough of Cambridge Springs,
for
Appointment of Viewers to assess damages for the taking of lands for school purposes
Entered April 23, 1923

Pro. Greeley	25.00
List of Liens Pro.	5.00
List of Liens in W. Court, one off'ck.	1.55
List of Liens R. A. Boswell	1.50

April 23, 1923. Petition presented in open court particularly describing six pieces of land taken for school purposes, viz, 1. a piece or parcel of land now owned by R. J. Wheelock; 2- a piece or parcel of land now owned by James Sherman; 3- a piece or parcel of land now owned by John Urey, 4- a certain piece or parcel of land now owned by Turner Brothers; 5- another piece or parcel of land now owned by Turner Brothers; 6- a piece or parcel of land now owned by Mohawk Milk Company

And now, April 23, 1923, upon consideration of the foregoing petition, John A. Northam, W. R. Doane and Geo. W. Nelson are appointed as a jury of view as prayed for in the foregoing petition; and May the 4th 1923, at 10 o'clock A. M. is hereby fixed as the time of hearing when the said viewers shall view the premises mentioned in said petition. Per Curiam. (See petition filed)

April 23, 1923 Order to viewers issued.

July 2, 1923. Report of Viewers filed in open Court, being as follows:

To the Hon. Thomas J. Prather, Judge of the Court of Common Pleas of said County:

The undersigned appointed viewers by the Court in the above stated case to view and examine the premises so taken by said School District, and after hearing such parties as desired to be heard to decide and make a true report to said Court concerning the matters set forth in said Petition, taking into consideration the quality and location, and the improvements upon the land so taken and occupied for school purposes as aforesaid, and taking into consideration the damages sustained, and the benefits accruing, to estimate and determine what amount of damages, if any, have been sustained by the owners of said premises by reason of the taking of said land by the School District aforesaid, and to whom payable, if they can ascertain the legal owners thereof; that having given due and legal notice to the respective parties in interest, in accordance with law and the order of Court, as will more fully appear by the acceptance and return of service hereto attached, met upon the respective premises on Friday, the fourth day of May 1923, at 10 o'clock A. M. and viewed the premises mentioned in said petition, at which time and place Paul E. Thomas Esq., of counsel for said School District of the Boro of Cambridge Springs, Roscoe Rider and Mark Wilkes,

Record continued on page 593

John O. and Walter J. McClintock 61	General Finance Company of Philadelphia, Pa., a corporation, vs Frank B. Roberts Issued April 24, 1923 Tax + Prs. Fs. (paid) $ 3.00 Sheff. Cuthall (paid) 5.00 Pro. Greeley (paid Apr. 28/23) .50	Replevin for Buick Roadster, Motor Number 420814, Chassis Number 402234, six cylinder automobile, of the value of one hundred fifty Dollars. Returnable to the first Monday of May next. April 23, 1923. Affidavit as to value of property filed. April 23, 1923. Bond of plaintiff, with National Surety Company as surety, in the sum of $300.00, approved and filed. April 28, 1923 This case is discontinued. John O. McClintock Walter J. McClintock Attys for Plaintiff. Now, May 7, 1923, writ returned: Served the within writ on the within named Frank B. Roberts, on April 23, 1923, by handing to him a true and attested copy of the writ, and making contents of same known to him. Plaintiffs attorney having informed the Sheriff that the case is amicably settled, I hereby return the writ, my costs having been paid by the defendant. So answers, H.B. Cuthall, Sheriff.

Albert L. Thomas 62	In the Matter of the Incorporation of Christian and Missionary Alliance Gospel Tabernacle. Entered April 25, 1923 Pro. Greeley (pd Oct. 6/23) 3.00 adde Report (pd Oct. 6/23) 1.00	April 25, 1923 Certificate for Incorporation filed. June 4, 1923, Proofs of publication of notice of application filed. Decree:- And now June 4, 1923, the within Certificate of Incorporation having been filed in the office of the Prothonotary of said court since Apr. 25, A.D. 1923, and it appearing that said publication of the intended application was made in the Tribune Republican, on the 26th day of April 1923, and in the Conneautville Courier, on the 25th day of April, 1923, both newspapers of general circulation in the County of Crawford, and has been published once a week in both of said papers since that time as appears by proof of publication hereto attached, and made a part hereof. 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 April 29, 1874, and that said purposes 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 the said charter and its indorsements 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 thenceforth be a corporation for the purposes and upon the terms and under the name therein stated. Per Curiam.

A. M. Fenner

63

Thomas F Kiefort for Harold Compton, Guardian and his Surety.

Petition of Edna M. Compton for appointment of a Guardian for Belia Line, an alleged weak minded person. Entered April 26, 1923.

✓ Pro. Greeley	(paid May 8, 1923)	$ 3.00
✓ Shff. Jones-Citation	("paid")	2.60
✓ Roy S. Peters audits	Pd.	50.00
Roy S. Peters since	Pd	100.00
Pro Greeley since		41.25
Tribune Pub Co		6.00

Sept 24 1928 Rec'd of A. M. Fenner alty Forty Seven and 25/100 Dollars Pro costs & atty accts
V. L. Greeley Pro

April 26, 1923 Petition presented in open court and filed. L. page 150.

And now, April 26, 1923, Upon presentation of the foregoing petition in open court, Monday the 7th day of May, 1923, at 1:30 o'clock P. M. is fixed for the hearing of this application; And it is directed that ten days written notice thereof be given to Belia Line, and said Edna M. Compton, by serving a copy of the foregoing petition and this order of Court on each of them. (See petition) Per Curiam.

May 3, 1923. Proof of service of copy of petition and order of court filed.

Decree: And now, May 7, 1923, after careful consideration of the testimony taken in the above case, in open court, the Court finds that the said Belia Line is not able, owing to weakness of mind, to take care of her own property, and therefore a guardian should be appointed for that purpose. Per Curiam. (See original petition)

Now, May 7, 1923.- On motion in open court, Harold Compton is appointed Guardian of the said Belia Line. Bond required in the sum of $5,000.00, with surety or sureties to be approved by the Court. By Hon. Thomas J. Grather, P.J. (See paper filed)

May 7, 1923 Bond of Harold Compton, Guardian of Belia Line, with United States Fidelity and Guaranty Company as surety, in the sum of Five Thousand Dollars, approved by the Court and filed. Same day, Certificate of appointment issued.

April 7, 1924 Petition of Guardian for private sale of real estate in the Borough of Linesville, presented in open Court and filed.

And now, April 7, 1924 On presentation of the foregoing petition in open Court, and after due consideration thereof, It is ordered and decreed that the real estate of Belia Line, bounded and described in said petition, may be sold and conveyed by Harold Compton, Guardian of said Belia Line, to W. B. Farley and Laura K. Farley, his wife, at private sale, upon receiving therefor the cash price or sum of $4150.00. Bond required in the sum of $5000.00, with surety to be approved by the Court. Per Curiam. (See petition filed)

April 7, 1924 Bond of Harold Compton on sale of real estate, with United States Fidelity and Guaranty Co. as surety, in the sum of $5000, approved by the Court and filed.

Nov. 7, 1927 Petition of Mrs. Edna M. Compton for Citation, etc., presented in open Court and filed.

—Record continued on page 371—

Albert L Thomas
6t

June 16 1923 Recd of Peff by atty Twelve and 25/100 Dollars Sheriff + Printing costs
U. L. Greeley Pro

June 16-1923 Recd of Pro Greeley Four + 40/100 Dollars Emy Cost
H B Cutshall
Sheriff
Per O.K.P

Freadia Stephens
vs
Robert D. Stephens,
with notice to James N. Falkinburg, Guardian of said Robert D. Stevens, a person of weak mind.
Issued April 27, 1923

Tax + writ (atty pd) #	2.00
Shff Cutshall	4.40
J. E. Bossard, Master pd	25.00
Pro. Greeley,	7.85
Atty	3.00

Subpoena in Divorce, Returnable to first Monday of June, 1923.
And now April 27, 1923 subpoena awarded, returnable to first Monday of June, 1923.
(Signed) Thos. J. Grather, P.J.
Subpoena returned: Served the within Subpoena in Divorce on Robert D. Stephens the Respondent on May 2, 1923, and on James N. Falkinburg, his Guardian on April 28, 1923, by delivering to each of them a true and attested copy of the same and making known to them the contents thereof. See affidavits annexed to subpoena.
So answers H.B. Cutshall, Sheriff.
And now, June 4, 1923, Jeff. E. Bossard, Esqr, is appointed Master in this case.
(See paper filed) By Hon. Thos. J. Grather, P.J.
June 7, 1923. Commission issued.
Sept. 14, 1923 Testimony and report of Master filed.
On Arg. List for Sept. Term, 1923. No. 24.
Oct. 4, 1923 After due consideration, a divorce is decreed as prayed, and at cost of respondent. Per Curiam.
Decree. 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 Freadia Stephens be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Freadia Stephens the libellant and the said Robert D. Stephens, the respondent.
And that thereupon all and every the duties, rights and claims, accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage shall cease and determine.
And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married.
(See paper filed) Per Curiam

W. J. Sirdevan 65 Wm. B. Griffen	D. E. Olson vs. Morosco Holding Company, Inc., owner or reputed owner Issued April 27, 1923 # Tax writ 2.25 Pro. S. on lien 1.50 Shff. Satchall 9.60	Of No. 3 May Term, 1923. M. L. Doc. Scire Facias sur Mechanics Lien filed April 13, 1923, and entered in Mechanics Lien Docket No. 5, at page 595; Returnable to next term. May 19, 1923. Wm. B. Griffen, Esq., appears for the Morosco Holding Company, the defts. in the above entitled case. (See paper filed) And now, May 28, 1923. It is ordered that all proceedings in this case be stayed pending disposition of the rule to strike off mechanics lien. Per Curiam. (See paper filed) Writ returned: As I found no person or persons in possession of the within described property, I served the within writ by posting a true and attested copy of the within writ on the within described property on April 30, 1923. So answers H. B. Satchall, Shff.

W. J. Sirdevan 66 Wm. B. Griffen	Thomas E. Sullivan vs. Morosco Holding Company, Incorporated, owner or reputed owner Issued April 27, 1923 #	Of No. 5 May Term, 1923 Mech. Lien Doc. Scire Facias sur Mechanics Lien filed April 27, 1923, and entered in Mechanics Lien Docket No. 5, page 598; Returnable to next term. May 19, 1923. Wm. B. Griffen, Esq., appears for the Morosco Holding Company, the defendant in the above stated case. (See paper filed) And now, May 28, 1923. All proceedings in the above case are ordered stayed pending disposition of rule to strike off mechanics lien. Per Curiam. (See paper filed) Writ returned: As I found no person or persons in possession of the within described property, I served the within writ by posting a true and attested copy of the within writ on the within described property, on April 30, 1923. So answers A. B. Gutshall, Shff.
	Tax & writ 2.25 Geo. G. Ondien 1.50 Shff. Gutshall 9.60	

Thomas & Thomas
vs.
Jas. D. Roberts

M. R. Dennis
vs.
Mrs. Anna M. Shipley
Issued April 28, 1923

	#
Jas. & writ (Pltff. paid)	2.00
Shff. Guthall	6.40
Pro. Greeley	3.25
Pro. S. for Ed.	4.25
atty	3.00
Jury fee	4.00
Pltffs. Bill of costs	33.78
Relating bill of costs	1.00
Sat	.20

Summons in Assumpsit.
Returnable to next term
Writ returned: Served the within writ on the within named Mrs. Anna M. Shipley on April 28, 1923, 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. Guthall, Sheriff
May 9, 1923. Jas. D. Roberts Esq. appears for defendant (See paper filed)
May 10, 1923 Plaintiffs statement of claim filed. Service accepted by defendants attorney.
May 25, 1923 Affidavit of defense and counter claim filed.
June 1, 1923 Pltffs affidavit of defense to Defts. counter claim filed.
On Trial List for 4th Monday of Oct. 1923, No. 6.

July 30 1924 Recd of Pltff Four Dollars Jury fee 4.00
V. L. Greeley Pro

Feby 28 1925 Recd of Pltffs attorney Fifteen and 10/100 Dollars Shff & Poultry Costs
V. L. Greeley Pro

Feb. 28. 1925
Received $6.40 my costs from Pro. Greeley
H B Guthall Shff

Oct. 15, 1923 Continued on application of deft. and marked Remanet
On Trial List for 1st Monday of Jan. 1924, No. 2.
Jan. 7, 1923 Continued on application of deft.
On Trial List for 1st Monday of March, 1924, No. 11.
Mar 3, 1924 Supplemental Affidavit of defense and counter claim filed.

And now, March 7, 1924. Jury selected and sworn as follows: 1- Mrs. Katherine Brannon, 3- Mrs. J. W. Borne, 4- David Kettle, 5- Miss Margaret Gehr, 6- Lo A. Baird, 7- J. T. Biggs, 8- Mrs. Jennie Edwards, 9- Jacob Stein, 10- Clement Fisher, 11- Anson Northrup, 12- James A. Platt: twelve good and lawful men who upon their solemn oaths which they have taken, say March 8, 1924, they find for the plaintiff in the sum of Four hundred twenty-four and 18/100 Dollars. Sh. p. 197.
March 17, 1924 Pltffs Bill of costs, $33.78, filed.
July 30 1924 Recd from Plaintiff Four Dollars Jury fee and judgment Entered on the Verdict
Deft 424.18
Interest from March 8 1924
Sa- p- 197- V. L. Greeley Prothy
July 30 1924 notice issued to Jas D. Roberts atty for Deft that Plaintiffs costs would be taxed by Prothy on Aug 2 1924 at 9 o'clock a.m. (Aug 2 1924 Defendant not appearing either in person nor by attorney the costs in this case are taxed as filed. V. L. Greeley Prothonotary.

Feby 28, 1925, the Prothy is directed to satisfy this judgt of record
Thomas & Thomas
Attys of record,

J. Berry Eckels

68

Dec 3 1923 Rec'd of Guardian Four Dollars my costs
V. L. Greeley Pro

Nov 25 1930 Rec'd of J. P. Eckels atty Thirty dollars in full for costs and advertising
V. L. Greeley Pro

Petition of Minnie Basbohm for the appointment of a Guardian of Earl William Basbohm, aged 33 years, of Beaver Township. Entered May 1, 1923

	#
Pro Greeley	3.00
Extra Cert copy	1.00
Pro Greeley since	5.00
Pro Guse & Co	21.00
Pro G. Final acct. 5-2-30 Pd cash	
Conneautville Courier	4.00

May 1, 1923, Petition presented in open Court and filed. B. P. 26

And now, May 1, 1923 Upon presentation of the within petition and due consideration thereof, it is ordered and decreed that a hearing be had on the 21st day of May 1923 at ten o'clock A. M., and that ten days written notice be given to said Earl William Basbohm, Minnie Basbohm, Harry Basbohm, Gertrude Wade and Herbert Basbohm personally.

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

May 21, 1923. Proof of notice of hearing filed.

Decree: And now, May 21, 1923, this matter came on for hearing, and after the examination of witnesses and taking of testimony, it appearing to the Court that due and legal notice has been given in accordance with the order made April 23, 1923, and that the said Earl William Basbohm has, by reason of ill-health, become so weak in mind and body as to be unable to care for his estate, and is liable to dissipate the same, and to become the victim of designing persons; and it further appearing that the property of said Earl William Basbohm consists entirely of #700.00 in cash and of #100.00 per month compensation and #57.50 per month insurance from the United States Government, it is therefore Ordered and decreed that the said Earl William Basbohm be and is hereby adjudged a person of weak mind and unable to care for his estate; and Walter Basbohm is appointed Guardian of his estate. Security to be entered in the sum of Four Thousand Dollars, to be approved by the court, for the faithful performance of the duties of said trust. Per Curiam. (See paper filed)

May 21, 1923, Bond of Walter A. Basbohm, Guardian, with R. M. Waid and H. R. Basbohm as sureties, in the sum of #4000.00, approved by the Court and filed.

Same day, Two certificates of appointment issued.

Aug. 2, 1923. Inventory of property of Respondent filed.

Sur petition of Guardian: 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 Walter Basbohm, guardian of Earl William Basbohm, be and hereby is authorized and empowered to apply the sum of Sixty Dollars per month out of the personal estate of said Earl William Basbohm, for the proper support and maintenance, care and nursing and medical attendance of the said Earl William Basbohm. Per Curiam. (See paper filed.

Copy issued.

Cont'd on page 366.

Lyntis L. Webb
6g

E. A. Munger
vs
Jos. W. Burroughs and
Wm. Burroughs,
with notice to heirs
and next of kin of
Wm. Burroughs, now
deceased
Issued May 1, 1923

Pro. Greeley (Atty fd)	#	2.00
Shff. Cutshall		8.50
Shff. on Origl		1.50
Pro. Greeley		1.00
Atty		3.00

May 1, 1926 Received from plaintiff, E.A. Munger #12.75 being Shff Cutshall #8.50; Pld. G. & Sef. #1.25 and atty. fee #3.00
V. L. Greeley, Pro.

May 1st 1926
Rcvd from Pro Greeley $8.50 my costs
H. B. Cutshall Sheriff

May 1, 1926. Rcvd my costs #3.00 this case
L. Webb

Of No. 297 February Term, 1918.
Scire Facias to revive and continue the lien of the above judgment with notice to heirs and next of kin of Wm. Burroughs, now deceased.
Returnable to second Monday of May, 1923.
Writ returned: Served the within writ on the within named Jos. W. Burroughs and also on Agnes Burroughs on May 2, 1923, by handing a true and attested copy of the writ to each of them, and making contents of same known to them.
So answers H. B. Cutshall, Shff.
And now, June 19, 1925, comes Jos. W. Burroughs and Jos. W. Burroughs, Executor of the estate of William Burroughs, deceased, the defendants and confesses judgment of revival in this case, in favor of Plff. for the sum of One thousand Dollars, with interest thereon from March 18, 1925, with costs.
Debt #1000.00
Int from March 25, 1925.
Bm. p. 101.
Judgment
V. L. Greeley, Prothy.

May 1, 1926, Received satisfaction in full of the above judgment, debt, interest and costs.
E. A. Munger

MAY TERM, 1923

Charles B. Stegner vs. Mabel McClelland	Henry B. McClelland vs. Mabel McClelland Issued May 2, 1923 Tax & writ (Atty pd) # 2.00 Shff. Kitchall 1.85	Subpoena in Divorce And now, May 2, 1923, Subpoena awarded, Returnable First Monday of June next. (Signed) Thos. J. Brather, P.J. Subpoena returned June 4, 1923, the within named Mabel McClelland not found in my bailiwick. So answers A.B. Kitchall, Sheriff

71	✓ S. Bailey vs. ✓ P. F. Schall Entered May 3, 1923 Tax & work (pd by Dft) 1.50 Costs on Trans. (75¢ pd) 3.75	Appeal by Deft from judgment of Chas. N. Sheetham, Justice of the Peace.
Leland J. Culbertson 71½	✓ Petition of R. A. Adams for Commitment of ✓ Nellia Winifred Adams to the State Institution for the Feeble-Minded of Western Pennsylvania, Polk, Venango County. Entered May 3, 1923 Bro. Greeley 3.00	May 3, 1923. Petition and order filed. Order. And now, October 17, 1922, upon consideration of the above named case, the said Nellia Adams is adjudged a person of weak mind, and it is further ordered and directed that she be placed in the Polk Institute for the feeble minded, at Polk, Penna, at the expense of Crawford County. It is further ordered and directed that the father, R. A. Adams, should pay to the County of Crawford the expense of maintenance at the said institution. And Leland J. Culbertson is directed to execute this order. (Signed) Thos. J. Prather, P. J. (See paper filed) December 17, 1958 Order filed. Mook P.J. And Now December 16, 1958 after further consideration it is ordered that the said Nellie Adams be released from the Polk State School, Polk Pennsylvania. Per Curiam, Herbert A. Mook President Judge.

MAY TERM, 1923

Leland J. Culbertson
vs
Marie C. Johnson
vs
John S. Johnson
Issued May 3, 1923
#

Jay & Work	2.00
Sheriff Cutshall	7.85
Fred B. Kiebort, Master Fee	5.00
Pro. Greeley	7.85
Atty	3.00

Oct 3 1923 Rec'd of Deff by atty Fifteen and 70/100 Dollars Shff & Prothy costs
V. L. Greeley Pro

Oct 3rd 1923 Rec'd of Pro. Greeley Seven & 85/100 Dollars Emy Cost
W. B. Cutshall
Shff

Subpoena in Divorce
And now, May 3, 1923, subpoena awarded, Returnable first Monday of June, 1923.
(Signed) Thos. J. Brather, P.J.
Subpoena returned: Served the within subpoena in Divorce on the Respondent personally, on May 19, 1923, 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. Cutshall, Shff.
And now, June 4, 1923. Fred B. Kiebort, Esq., is appointed Master in this case
(See paper filed) By Hon. Thos. J. Brather, P.J.
June 7, 1923. Commission issued
Sept. 11, 1923. Testimony and report of Master filed.
On Arg. List for Sept. Term, 1923 No. 28

Oct. 4, 1923. After due consideration, a divorce is decreed as prayed upon payment of costs by respondent.
Per Curiam

Decree. And now, to-wit Oct 4, A.D. 1923 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 Marie C. Johnson be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Marie C. Johnson the libellant, and the said John S. Johnson 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 filed)

Ally Richmond 73	The City of Meadville vs C. C. McLean Owner or reputed owner Issued May 4, 1923	Of No. 5 May Term, 1918, C. & L. Doc Scire Facias sur Municipal Lien filed May 6, 1918, and entered in City Lien Docket No. 7, page 526. Returnable sec. leg. May 4, 1923 Affidavit of City Solicitor as to title to land, etc., filed.
	#	
Tax & writ 2.25		Now June 1, 1923, Writ returned.
Plff. on lien 1.25		Served the within writ on the within
Shff. Cutshall 4.40		named C. C. McLean on June 1st 1923, by handing
Pro. Sh. .50		to him a true and attested copy of the writ, and making known to him the contents thereof.
		So answers, H. B. Cutshall, Sheriff.
		Mch 26 1926 The above lien satisfied of record. See Original Lien.

Wesley B Best
7#

Effie J. Dygert
vs
Howard H. Dygert
Issued May 7, 1923
#

Jay & writ	2.00
Shff. Cutshall	1.85
Shff Cutshall on alias	1.85
Pro. Greeley	9.85
O.C. Kent, Master	
Atty Paid WBB.	3.00
Shff. Cutshall on Pro.	6.25

Subpoena in Divorce, Returnable to the first Monday of July next.
And now, May 7, 1923, subpoena awarded. (Signed) Thos. J. Prather P.J.
Subpoena returned: July 2, 1923, the within named Howard H. Dygert is not found in my bailiwick.
So answers, H.B. Cutshall, Sheriff
July 2, 1923, Alias subpoena in divorce issued, returnable to first Monday of Aug. next.
Alias subpoena returned Aug. 6, 1923 The within named Howard H. Dygert not found in my bailiwick
So answers H.B. Cutshall Sheriff.
Aug. 6. 1923 Order for proclamation issued, returnable to second Monday of Sept term next.
And now, Sep. 10, 1923 The Sheriff makes 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 published 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, Sep. 10, 1923. O. Clare Kent, Esq., is appointed Master. (See paper filed) Com. issued. By Hon. Thos. J. Prather, P.J.
Sept. 14, 1923. Testimony and report of Master filed.
On Argt. List for Sept. Term, 1923. No. 29.
Oct. 4, 1923. After due consideration, a divorce is decreed as prayed and at cost of respondent. Per Curiam.

Sept. 17, 1923, Recd from Libellant per Atty $20.80, being Jay & writ $2.00, Shff. Cutshall $9.95 & Pro. Gs. $9.85.
W.B. Greeley, Pro.

Sept 17-1923 Recd of Pro Greeley nine & 95/100 Dollars in my costs
H.B. Cutshall
O&P Sheriff

Decree. 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 Effie J. Dygert be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Effie J. Dygert the libellant, and the said Howard H. Dygert, 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.
(See paper filed)
Per Curiam

J. E. Bossard

75

Petition of Joseph A. Wolff and Ida E. Wolff, his wife for the adoption of Wanita Borst as their child and heir
Entered May 7, 1923
Pro. Greeley 5-14-23 paid 3.00

May 7, 1923. Petition, supporting affidavits, consent of County Commissioners and decree, presented in open Court and filed.

Decree

And now, to wit, May 7, 1923, upon the presentation of the foregoing petition in open Court, and it appearing to the Court that Gertrude Borst, the mother of Wanita Borst, is dead, and that Mayberry O. Borst, the father of Wanita Borst, has abandoned and deserted the said Wanita Borst for a period of more than ten years, and the Court being satisfied that the welfare of the said Wanita Borst will be promoted by such adoption;
On motion of J. E. Bossard, Esq., attorney for petitioners, it is ordered and decreed that the prayer of the petition be granted, and that the said Wanita Borst shall assume the name of the petitioners and be hereafter known and called by the name of Wanita Wolff, and shall have all the rights and be subject to all the duties of a child and heir of the said Joseph A. Wolff and Ida E. Wolff, his wife, according to the provisions of the Acts of Assembly in such cases made and provided. Per Curiam.
(See petition filed. (Signed) Thos. J. Brather, P.J.
May 7, 1923. Certified copy of decree issued.

MAY TERM, 1923

J. A. Northam vs Otto Kohler 76	Earl Powell vs J. R. Hood Entered May 7, 1923 # Pro. Greeley 2.00 Appraisers 4.00	Of No. 20 February Term, 1923, Ex. Doc. Feigned Issue. And now, May 7, 1923. It is ordered That an issue be formed in which Earl Powell shall be plaintiff and J. R. Hood defendant. 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. Per Curiam. (See paper filed) May 22, 1923. Statement of claim and source of title filed. May 22, 1923 Bond of Earl Powell claimant, with George Burgess as surety, in the sum of $150.00 approved by the Court and filed.

Leland J. Culbertson

77

Costs Continued.

E E Burchards Bill of Costs 53.96
Vivian L Attenburg witness 12/31/24 Rec. 1/3/25 2.50
J. A. Northam List of Liens U.S.C. .50
List of lien J.A. Boswell .75
Pd J A Boswell 1/10/25

This case discontinued Dec. 29-1924
Leland J. Culbertson

Dec 29, 1924 Rec'd of Emmett Allen Twos Seventy three and 71/100 Dollars costs in this case
V. L. Greeley Pro

Dec 29, 1924 Received of Pro Greeley $2.50/100 two and 50/100 Dollars, my costs.
Vivian L Attenburg

Jan 3 1925 Rec'd of Pro Greeley Fifty three and 96/100 dollars my bill of costs
E. E. Burchard

Petition of the School District of Randolph Township for appointment of a Jury of Viewers to assess damages for the taking of property, the land of Emmet Birchard, on which to erect and locate the proposed new high school and grade building with proper play and recreation grounds.
Entered May 7, 1923.

Pro. Greeley 15.00
List of Liens 1.00

Costs Continued on margin

May 7, 1923. Petition presented in open Court and filed.

And now, May 5, 1923. Upon consideration of the above and foregoing, John A. Northam, Edebens Greene and R. L. Gordan are appointed a Jury of view as prayed in the foregoing petition; and May 21, 1923, at ten o'clock A.M., is hereby fixed as the time of hearing, when the said viewers shall view the premises mentioned in the said petition. Per Curiam.

May 7, 1923. Order to viewers issued.

Aug 6, 1923 Report of Viewers filed in open Court.

Report of Viewers.

To the Honorable Thomas J. Brather, Judge of the Court of Common Pleas of said County:-

The undersigned appointed viewers by the Court in the above stated case to view and examine the premises so taken by said School District, and after hearing such parties as desired to be heard, to decide and make a true report to said Court concerning the matter set forth in said Petition, taking into consideration the quality and location, and the improvements upon the land so taken and occupied for school purposes as aforesaid, and taking into consideration the damages sustained and the benefits accruing, to estimate and determine what amount of damages, if any, has been sustained by the owner of said premises by reason of the taking of said land by the School District aforesaid, and to whom payable, if they can ascertain the legal owner thereof, respectfully report:-

That having given due and legal notice to the respective parties in interest, in accordance with law and the Order of Court, as will more fully appear by the acceptance of service hereto attached, met upon the premises on Monday, the 21st day of May, 1923 at 10 o'clock A. M., the time and place fixed by said Court, and viewed the premises mentioned in said petition. At which time and place, Leland J. Culbertson Esq., counsel for said School District of Randolph Township, H. W. Query, Burt Oakes, Mrs. Anell Denaison, Otto Graham and Emmett Allen, School Directors, and Emmett Birchard met with the viewers.

After viewing and inspecting the premises

Record continued on page 601

MAY TERM, 1923

Albert L. Thomas 78	James b. McKinney vs Morosco Holding Company, Inc., a Delaware Corporation Issued May 11, 1923 Jas. Irwin (paid) $2.25 Shff. Leatshall 19.90 Bro. Greeley	Foreign Attachment in Assumpsit, Returnable to September Term, 1923. Bail to dissolve, $190,000.00 To attach goods and chattels, lands and tenements, moneys, credits legacies and interest of defendant in the hands, possession or control of the Titusville Trust Company, and of any other person or persons, and summon the said Titusville Trust Company and such other person or persons as garnished May 11, 1923 Plaintiffs affidavit of cause of action filed. Writ returned: And now, May 16, 1923 I, A.B. Leatshall, Sheriff of Crawford County, Penna, do hereby make return to the attached writ of Foreign Attachment as follows: That upon the 11th day of May, 1923, in the City of Titusville, said county, I attached all and singular the goods, chattels, moneys, credits, legacies and interest of the defendant, the Morosco Holding Company, Incorporated, a Delaware corporation, in the hands of R. J. Hopkins, Secretary and Treasurer of the Titusville Trust Company, and B. A. Krentz, by handing to each a true and attested copy of said writ of Foreign Attachment, and summoned them as garnishees; And I did then and there declare in the presence of Wm. B. Griffen and Geo. b Loebleng, two credible persons of the neighborhood that I attached said goods, chattels, moneys, credits, legacies and interest of said defendant in the hands of said R. J. Hopkins, Secretary and Treasurer of the Titusville Trust Company, and B. A. Krentz. That upon the 11th day of May, 1923, by virtue of said writ, I attached the following described real estate: All that certain piece or parcel of land, situate in the Third Ward of the City of Titusville, County of Crawford and State of Pennsylvania, bounded and described as follows, to wit: Beginning at a point on the south side of Spring Street, twenty (20) feet east of the southeast corner of Spring Alley (Exchange Place) and Spring Street; thence south on a line parallel with Spring Alley, one hundred and twenty (120) feet; thence west parallel with Spring Street, twenty (20) feet to the east line of Spring Alley; thence south along the east line of Spring Alley, one hundred and seventy-five and sixty-four one hundredths (175.64) feet, more or less, to a point; thence east parallel with Spring Street, seventy-nine and twenty-one one hundredths (79.21) feet to a point; thence north parallel with Spring Alley, one hundred and seventy-five and sixty-four one hundredths (175.64) feet, more or less, to a point; thence west parallel with Spring Street, nineteen and twenty-one one hundredths (19.21) feet to a point; thence north parallel with Spring Alley, one hundred and twenty (120) feet to a point in the south line of Spring Street; thence west along the south line of Spring Street, forty (40) feet to the place of beginning, — by handing to Edward J. Lang and Benjamin E. Lang, whom I found in possession of said real estate belonging to said defendant, each a true and attested copy of said writ of Foreign Attachment, and summoned each of them as garnishees. So answers, A.B. Leatshall, Sheriff Costs $1.47.

Otto Kohler	✓ Andy Rallis vs ✓ Michael Alex and ✓ Louis Alex Entered May 12, 1923 Tax & entry (Atty. Ind) # 1.50 Costs on Trans (Atty Ind paid by Def) 7.10	Appeal by Defendants from judgment of A. L. Boynton, Alderman

B. B. Bickett

Petition of
Albert F. Keilbaugh
for Inquisition in
Lunacy
as to
Charles Dewald of
Cambridge Springs
Entered May 14, 1923

Pro. Greeley 10-15-23 paid 3.00
Comr. Bordwell
Shff.
Jurors.

May 14, 1923 Petition with supporting affidavits annexed, presented in open Court and filed. D. p. 183.

Now, May 14, 1923 upon Consideration of within petition, a commission is awarded as prayed for, same to be issued to C. E. Bordwell of Warren, Pa., who is hereby appointed Commissioner; said commission returnable to First Monday of June next. Notice of these proceedings and of the time and place of hearing before the Commissioner to be served upon the alleged lunatic at least six days prior to said Hearing; also, notice of same to be served upon Wm. S. Wise and notice to William Keilbaugh of Olean, New York, by registered letter.

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

Same day, Commission issued.

SEPTEMBER TERM, 1923

L. W. Benedict 2 George Eldred ass't. 6-4-23 U.S.C.	J. F. Corwin vs. George Baup Issued May 15, 1923 Jay + writ (Atty pd) 2.00 Shff. Butshall 1.40	Summons in Trespass. Returnable to first Monday of June next. Writ returned: Served the within summons on the within named George Baup on May 18, 1923, by handing to him a true and attested copy of the summons, and making contents of same known to him. So answers, H. B. Butshall, Sheriff

W. W. Benedict 3 July 2/23 Rec'd my adv. cost + atty fee C W Benedict July 2, 1923. Received from Pro. Treasury 15.30 my costs T B Kentshall Sheriff	Rockford National Bank vs. Arthur Nelson and David Nelson, co-partners trading as Nelson Brothers. Issued May 15, 1923 Tax & writ (Atty paid) # 2.00 Shff. Kentshall 15.30 atty 3.00 Pro Co 7-2-23 paid 1.00	Summons in Assumpsit, Returnable to First Monday of June, 1923 Writ returned: Served the within summons on the within named David Nelson by handing to him a true and attested copy of the summons on May 18, 1923, and making contents of same known to him. Served summons on Arthur Nelson on May 18, 1923, by leaving a true and attested copy the summons with an adult member of his family, namely his brother David Nelson and making contents of same known to him So answers T. B. Kentshall, Shff And now July 2, 1923 the above case settled, cost paid and same is hereby discontinued C W Benedict Atty for Off.

SEPTEMBER TERM, 1923

L. W. Benedict 4	The Federal Rubber Company of Illinois vs. J. J. Moriarty Issued May 15, 1923	Summons in Assumpsit, Returnable to First Monday of June, 1923. Writ returned: Served the within summons on the within named J. J. Moriarty on May 18, 1923, by handing to him a true and attested copy of the summons, and making contents of same known to him. So answers, H. B. Lordshall, Shff.
July 2, 1923 rec'd my Adv. cost + atty fee L. W. Benedict atty	Tax + writ (Atty pd) 2.00 Shff. Lordshall 14.40 atty 3.00 Pro by 7-2-23 paid 1.00	
July 2, 1923 Received from Pro. Grieby $14.40 my costs H. B. Lordshall Shff		And now July 2, 1923 the above case settled and costs paid and case is hereby discontinued L. W. Benedict Atty for Pltff

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W. W. Deichman and A. O. Ketner, now use of W. W. Deichman
vs.
Emma Benninghoff
Entered, May 15th, 1923

Pro. Greeley (Plff. fd	# 2.25
Plff. on Orig.	3.50

Of No. 19 Sept. Term, 1918.
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 Eight Hundred Dollars, being the amount of debt now due on the original judgment, with interest from July 1, 1923, and costs.

Debt	# 800.00
Int. from July 1, 1923	
Judgment	

U. L. Greeley, Pro.

Be. page 173

June 28th 1924.

Received payment in full of the debt, interest and costs due on this judgment and I authorize and direct the Prothonotary to mark same satisfied of record.

W. W. Deichman

Thomas & Thomas
to

Borough of Cochranton
vs.
W. E. Ewing,
owner or reputed owner
Entered May 17, 1923.

	#
Pro. Greeley	2.25
Atty	3.00
Costs brought forward:	
Pro. Greeley	2.25
Atty	3.00

July 5, 1923 Rec'd of Plff. $11.50 my costs
V. L. Greeley, Prs.

Of No. 18 September Term, 1918
Amicable Sci. Fa. to Revive Judgment

It is agreed that the Prothonotary enter an Amicable Scire Facias upon the above judgment with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant, W. E. Ewing, owner or reputed owner, 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, for the sum of One Hundred Ninety-eight and 58/100 Dollars, being the amount of debt now due on the original judgment, with interest from May 20, 1918, and costs now due on the original judgment.

Debt $198.58
Int. from May 20, 1918.
E. page 34. Judgment
V. L. Greeley, Prothy

John O. McClintock
Walter J. McClintock

7

May 24. 1923
Received $7.75 in full of costs from John O. McClintock
H B Cutshall
Sheriff

April 11. 1924. Rec'd from John Schuler, Master, Two Hundred Eighty four 19/100 Dollars, to apply on the judgment in this case being amount awarded Lessee out of proceeds of Sale of the interest of the defts in the real estate attached, in the partition proceedings at No 1, Sept Term 1923, in Equity, John O. McClintock & Walter J. McClintock, Attys for Plffs.

April 11. 1924 Rec'd from Plffs Attys $18.50 being all costs in this case to date.
V. L. Greeley
Prothy

April 11. 1924. Rec'd from Pro. Greeley $3.00 Costs in Def't fee.
John O. & Walter J. McClintock
Attys for Plaintiffs.

Josephine Richardson and J. Burton Bogardus, Administrators of the estate of Irwin M. Richardson, late of Randolph Township, Crawford County, Pa., deceased,

vs

Walter A. Richardson

Issued May 17, 1923.

Tax & writ pd	5-24-23	2.25
Shff. Cutshall		7.75
Pro. Greeley		3.00
Pro. Greeley, for County Atty,		2.50
		3.00
		18.50

Foreign Attachment in Assumpsit. Returnable to first Monday of June next. Bail to dislolve required in the sum of $100.00.

To attach goods, chattels, moneys, rights, credits and effects, lands and tenements of the defendant in the hands, possession and custody of the plaintiffs, and summon them as garnishees. (For description see praecipe)

May 17, 1923 Affidavit of non-residence of deft and that claim exceeds $100.00, filed.

May 17, 1923 Affidavit of cause of action, etc., filed

May 17, 1923 Statement of claim filed.

Writ returned. And now, May 23, 1923, I. H. B. Cutshall, Sheriff of Crawford Co., Pa. do hereby make return to the attached writ of Foreign Attachment as follows:- That I served the within writ of Foreign Attachment, plaintiffs' Affidavit of Claim, and of Non Residence of defendant and plaintiffs' Statement of Claim upon Josephine Richardson, and J. Burton Bogardus, Administrators of the estate of Irwin M. Richardson, deceased, Garnishees, by handing to Josephine Richardson, on the 18th day of May, 1923, in Randolph Township, in said county, in the presence of A. F. Irons, and George Irons, two credible persons of the neighborhood, and by handing to J. Burton Bogardus, in said Township, and Plaintiffs' May 22, 1923 Clerk the presence of A. F. Irons, and Clyde Bogardus, two credible persons of the neighborhood, true and attested copies of said writ of Foreign Attachment, Plaintiffs' Affidavit of Claim, and of Non Residence of defendant, and of Plaintiffs' Statement of Claim, and did then and there attach all and singular the goods, chattels, moneys, credits, legacies and interest of the defendant in the hands of Josephine Richardson, and J. Burton Bogardus, administrators of the estate of Irwin M. Richardson, deceased. and did then and there declare to the said Josephine Richardson on May 18, 1923, in the presence of the said A. F. Irons and George Irons, two credible persons of the neighborhood, and to the said J. Burton Bogardus on May 22, 1923, in the presence of A. F. Irons and Clyde Bogardus, two credible persons of the neighborhood, that I attached the said goods, chattels, moneys, credits, legacies, and interest of said defendant in the hands of the said Josephine Richardson and J. Burton Bogardus, Administrators of the estate of Irwin M. Richardson, deceased.

Continued on Page 591

And that I did on the 18th of May 1923, by virtue of said writ of Foreign attachment attach all the undivided claim, interest, demand, title and right of the said defendant in and to the following described real estate, to-wit: All that certain piece or parcel of land situate in Randolph and Wayne Townships, Crawford Co. Pa., bounded on the north by a public road, being the road known and designated as Route 89; on the east by lands of A. E. Bogardus, and Clarence Demaison; on the south by lands of Clarence Demaison; and on the

SEPTEMBER TERM, 1923

Leland J. Culbertson 8	← Blair-Radford Motor Co. 75 ✓ Fred H. Graffam Issued May 18, 1923 Jay & Pro. Greely (Ind by Atty) 2.50 Brf Aug. 24 1925. $8 & 5th costs. E. J. Culbertson	Of No. 92, May Term, 1923. Attachment Execution; Returnable to First Monday of June next. To attach all and singular the goods and chattels, rights, credits, moneys and property of the deft in whose hands the same may be and especially in the hands of L. M. Billiard, Agent, and to summon them as garnishees. Aug 24. 1925 this Attach. Ex. discontinued Edmund J. Culbertson

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Nora Vogan
vs.
Wm. H. Vogan
Entered May 19, 1923

Pro. Greeley (pd by Plff) # 2.25

Plff. on Orig. 1.50

Of No. 241 May 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 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 Sixteen hundred eighty-six and 15/100 Dollars, being the amount of debt now due on the original judgment; with interest from July 10, 1918, and costs

Debt # 1686.15
Int. from July 10, 1918
V. page 30. Judgment.
N. L. Greeley, Pro.

April 5, 1928, Amicable Sci. Fa. to No. 68 May Term, 1928

Leland J. Culbertson
10

Marie L. Chapman
vs.
Jesse J. Chapman
Issued May 19, 1923

Subpoena in Divorce

And now, May 19, 1923, subpoena awarded: returnable to first Monday of July, 1923.

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

Subpoena returned: July 2, 1923, the within named Jesse J. Chapman not found in my Bailiwick. So answers H.B. Kutshall, Sheriff

July 6, 1923 Alias subpoena in divorce issued, returnable to first Monday of August next.

Alias subpoena returned Aug. 6, 1923 The within named Jesse J. Chapman not found in my bailiwick. So Answers H.B. Kutshall, Sheriff

Aug. 7, 1923 Order for proclamation issued, returnable to second Monday of Sept. next.

Taxed w/Ind by Atty	2.00
Shff Kutshall	1.85
Shff Kutshall on alias	1.85
Shff Kutshall on Proc.	6.25
Pro. Greeley	9.85
Atty	3.00
A.L. Knapp, Master	25.00

Oct 4, 1923
Rec'd Master's fee in full of
L.J. Culbertson atty; A.L. Knapp master

And now, Sept. 10, 1923. The Sheriff makes 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. Kutshall, Sheriff.

And now, Sept. 10, 1923. Arthur L. Knapp, Esq. is appointed Master in this case. By Hon. Thos. J. Grather, P.J.

(See paper filed) Com. issued.

Sept. 14, 1923. Testimony and report of Master filed

On Argr. List for Sept. Term, 1923, No. 30

Oct. 4, 1923. After due consideration, a divorce is decreed as prayed, and at cost of respondent. Per Curiam

Decree 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 Marie L. Chapman be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Marie L. Chapman the libellant and the said Jesse J. Chapman, 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

Charles B. Stegner

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Aug 29 1923 Recd of Pffs atty Four dollars as costs
V. L. Greeley Pro

Petition of Isabel Ver Valin for the appointment of a Guardian of Sarah S. Ver Valin, aged 85 years, of the City of Titusville.
Entered May 21, 1923

	#
Pro. Greeley	3.00
Cert copy of docks	1.00
Pro. on acct	3.00
adv acct	3.00

May 21, 1923, Petition and supporting affidavits presented in open Court and filed. V. page 42.

And now, May 21, 1923, Upon presentation of the within petition, Monday, June 4, 1923, at 10 A.M., is fixed for hearing this application, and it is directed that ten days' written notice thereof be given to Sarah S. Ver Valin, by service on her of copy of petition and order of Court. (Signed) Thos. J. Grather President Judge

And now, June 4, 1923 On motion in open Court, hearing continued until first Monday of July next. Per Curiam. (See paper filed)

July 2, 1923 Proof service of notice on respondent filed.

Now, this second day of July, A.D. 1923, upon presentation and the hearing of the testimony of the witnesses, Rev. Albert Broadhurst and Isabel Ver Valin, a submission of proof of notice as required by law, and it appearing at such testimony that the said Sarah S. Ver Valin cannot be brought into Court with safety to herself to attend this hearing, the Court adjudges and decrees the said Sarah S. Ver Valin to be a person so weak in mind that she is unable to take care of her own property, and appoints the Second National Bank of Titusville, Pa., as Guardian of the said Sarah S. Ver Valin as prayed for in the petition presented to this Court, on the 21st day of May, 1923.

(See paper filed) 3 copies issued. Per Curiam

Our petition of Guardian: And now, this 6th day of August, 1923, upon due hearing and consideration of the foregoing petition, presented in open Court by the Second National Bank of Titusville, Crawford County, Pennsylvania, as Guardian of Sarah S. Ver Valin, a person of weak mind, it is ordered and decreed by the Court, that the said Guardian pay out of the funds now or coming into its hands as Guardian of its said ward, to Isabel Ver Valin, of Titusville, Crawford County, Pennsylvania, the sum of $75.00 a month from April 1, 1923, for the support and maintenance of the said Sarah S. Ver Valin by Isabel Diana Ver Valin, and to continue making to her such payments out of such funds as long as she shall so maintain, support and attend the said Sarah S. Ver Valin during the term of her natural life and residence in this Commonwealth, and until otherwise ordered by the Court. Per Curiam. (See paper filed)

Same day, Copies issued.

July 15 1926 Final account of Guardian filed showing balance due estate of .64¢
Notice issued to Titusville Herald that account will be finally confirmed on first Monday of August unless Exceptions are filed in meantime

Sept. 8, 1926. Proof of publication of notice of account filed.

And now, Sept. 7, 1926, It is ordered, adjudged and decreed That the said Second National Bank, Guardian as aforesaid, be and is hereby discharged from its trust, and is released from any further liability as Guardian aforesaid.
Per Curiam.
(See paper filed)

Final Account recorded in Account Doc No. 4 p. 76

SEPTEMBER TERM, 1923

Thomas & Thomas 12	R.S. Hoover and Francis R. Madden, doing business as Madden and Hoover vs. E.S. Turner Issued May 22, 1923 Tax & writ (Pltf. paid) $ 3.00 Shff. Cutshall 5.40 Pro. Greeley 1.50 Atty 3.00	Replevin for one second-hand Ford touring car, the engine number and manufacturer's number of which are each Number 4705537, valued at the sum of $175.00: Returnable to the first Monday of June next. May 22, 1923. Affidavit as to value of property filed. May 22, 1923, Bond of R.S. Hoover and Francis R. Madden, plaintiffs, with Uriah Hoover as surety, in the sum of $350.00, approved and filed. May 22, 1923. Plaintiff's statement filed, and copy certified to Shff. May 28, 1923. Affidavit disclaiming possession or ownership by E.S. Turner filed. May 28, 1923, Affidavit of Raymond B. Turner as to possession and ownership (Act 1923), filed.

Writ returned: Served the within writ and statement of claim on the within named E.S. Turner and Raymond B. Turner, on May 23, 1923 at one o'clock P.M., by handing to each of them a true and attested copy of the writ, and making contents of same known to them. Found the within described property in possession of Raymond B. Turner, whose name I have added to the writ. The defendant having filed to file the required bond, the property was delivered to the plaintiff.

So answers, A.B. Cutshall, Sheriff.

And now, Aug. 11, 1923, On motion of plaintiffs attorneys, judgment is entered in favor of the plaintiffs and against Raymond B. Turner, intervening defendant, for the goods described in the writ, and costs of suit, for want of an affidavit of defense. (See paper filed)

T page 111. Judgment.

V.L. Greeley, Prothy.

S. R. Miller

13

Jennie M. Middleton, assignee and devisee of Martha Weaver
vs
Smith M. Eastman
Issued May 22, 1923

Tax & writ (paid)	# 2.25
Rec Boswell	.50
Shff. Critchfield	# 3.50
Geo. Greeley	2.50
Atty	3.00

Sci. Fa. sur Mortgage recorded in Mortgage Book Vol. 8.0, at page 493; Returnable to first Monday of June next.

May 22, 1923. Affidavit as to title to land filed.

~~And now May 23, 1923, Mon. to be determined.~~ Served the within writ on the within named Smith M. Eastman on May 23, 1923, at the Sheriffs office, 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. Critchfield, Sheriff.

And now, June 22, 1923. On motion of plaintiffs attorney, judgment is entered in favor of plaintiff and against the defendant for want of appearance and affidavit of defense, and liquidated at the sum of Three hundred ninety-four and 46/100 Dollars, with costs

(See paper filed)

Debt # 394.46
Int. from June 21, 1923.
Judgment.
V. L. Greeley, Prothy.

E. page 53.

Lev. Fac. to No. 59 Sept. Term, 1923

Sept 10 1923 The above judgment assigned to Leon Marris of Spartansburg Pa (See paper filed.)

SEPTEMBER TERM, 1923

S. R. Miller	✓ W. H. Thompson	Sci. Fa. sur Mortgage recorded in
14	vs.	Mortgage Book 97, at page 78;
	✓ Smith Eastman	Returnable to first Monday of
	Issued May 22, 1923	June next.
	Jas. & writ ($1.75 Col. Fees) $ 2.25	May 22, 1923 Affidavit as to
	Rec Boswell .50	title to land filed
	Shff Cutshall $3.50	And now, May 30, 1923 writ returned
	Pro. Greeley 2.50	Served the within writ on the within named
	Atty 3.00	Smith Eastman on May 23, 1923 at the sheriff's
		office 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. Cutshall, Sheriff.
		And now, June 22, 1923, On motion
		of plaintiff's attorney, judgment is
		entered in favor of plaintiff and
		against the defendant, for want
		of an appearance and affidavit
		of defense, and liquidated at the
		sum of Six hundred seventy-six and 20/100 Dollars,
		with costs (See paper filed)
		Debt $676.20
		Int. from June 21, 1923
		E. page 53. Judgment
		V. L. Greeley, Prothy.
		Lev. Fac. to No. 60 Sept. Term, 1923.
		Sept 10 1923 The above judgment assigned to
		Leon Morris of Spartansburg Pa. (See paper filed.)

Otto Kohler

15

The Conneaut Mutual Loan and Trust Co.
vs
Morris Wolf and
Sadie G. Wolf
Issued May 25, 1923

	#
Jay writ pd by atty	2.25
Rec Boswell	.50
Shff. Cutshall	$11.10
Shff. Cutshall on al.	2.40
Pro Greeley	3.50
Atty	3.00

Scire Facias sur Mortgage recorded in Mortgage Book No. 73, page 576. Returnable to first Monday of June next.

May 25, 1923. Affidavit as to owners of land, and Statement of claim, filed.

Now June 4, 1923, writ returned.

Nihil habet as to Morris Wolf, and Sadie G. Wolf. Served the within writ by posting a true and attested copy of the writ on the within described premises on May 30, 1923.

So answers, H. B. Cutshall, Sheriff.

June 9, 1923 Alias Scire Facias issued, returnable to the first Monday of July next.

Alias writ retd: July 2, 1923 - Nihil habet as to Morris Wolf and Sadie G. Wolf not found in my bailiwick.

So answers H. B. Cutshall, Sheriff.

And now, Aug. 4, 1923, On motion in Open Court, judgment is granted against Morris Wolf and Sadie G. Wolf, mortgagors and defendants for default, on two returns of Nihil. Per curiam. (See paper filed)

Sept. 10, 1923 Judgment liquidated at the sum of One thousand One hundred eighty-one and 25/100 Dollars; - with interest from date and costs. (See Rule Doc. 12, page 583)

Debt $1181.25
Int. from Sept. 10, 1923
Judgment
D. L. Greeley, Prothy

W. p/p. 253-253.

Lev. Fac. to No. 1 Nov. Term, 1923

SEPTEMBER TERM, 1923

Otto Kohler
16

Feby 22 1924 Recd of Plff by atty Thirteen and 25/100 dollars Shff & Prothys costs
V. L. Greeley, Pro

Feb. 22. 1924
Received 85¢ my costs from Pro. Greeley
H B Cutshall Sheriff

Elizabeth Kerney
vs
Frank Kerney
Issued May 25, 1923

Jay & Pro's. (atty pd)	#	2.00
Shff. Cutshall		5.40
J. C. Spencer, Master	paid	25.00
Pro. Greeley		7.85
Atty.		3.00

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

And now, May 25, 1923, the within petition presented in open court and subpoena awarded, returnable to the first Monday of July, A.D. 1923.

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

Writ returned:- Served the within Subpoena in Divorce on the Respondent, personally on the 25th day of May, 1923, by delivering to him a true and attested copy of the same, and making known to him the contents thereof. So answers,

H. B. Cutshall, Sheriff.

And now, July 2, 1923, On motion in open court, J. C. Spencer is appointed Master in this case.

By Hon. Thos. J. Brother, P.J.

(See paper filed), Com. issued.

Feby 11. 1924 Testimony on part of Libellant and report of Master filed.

On Argument List for Feb. Term, 1924, No. 20,

March 24. 1924. After due consideration, a divorce is decreed as prayed and at respondents cost. Per Curiam.

Decree. And now, to-wit: March 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 Elizabeth Kerney be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Elizabeth Kerney, the libellant, and the said Frank Kerney the respondent.

And that thereupon all and every the duties, rights and claims, accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage, shall cease and determine;

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

Thomas & Thomas 17	Petition of Louis E Shellito for the adoption of Anna May Abbott as his child and heir. Entered May 28, 1923 # Pro. Speeley (pd 6-2-23) 3.00	May 28, 1923 Petition, supporting affidavits and consent of maternal grandmother of child, presented in Open Court and filed. Decree And now, May 28, 1923 the Court upon consideration of the foregoing petition, being satisfied that the welfare of the said Anna May Abbott will be promoted by the adoption prayed for in said petition, and the consent of the maternal grandmother of said minor having been given thereto, does upon motion of Thomas & Thomas for petitioner, grant the prayer of said petition, and does order and decree that the said Anna May Abbott shall assume the name of the petitioner and be hereafter known and called by the name of Anna May Shellito, and shall hencefourth have all the rights of a child and heir of the said Louis E Shellito equally with any other children he may have, 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. Per Curiam. (See paper filed.) Same day, Certified copy of decree issued.

SEPTEMBER TERM, 1923

Albert L. Thomas
18

Reuben Salom
vs.
J. N. Ray, Deft, and Gelvin, Jackson and Starr, Agents of Connecticut Fire Insurance Company, Garnishee.
Issued May 28, 1923

	#	
Jay writ (paid)		2.50
Sheriff Butshall		10.30
		1.00

Oft No. 118 May Term, 1923.
Attachment Execution, Returnable to first Monday of June next.
To attach all and singular the goods chattels, moneys and property in the hands of the Connecticut Fire Insurance Company, or its agents, Gelvin, Jackson & Starr.
Writ returned: Served the within writ on the within named defendant, J. N. Ray, on May 30, 1923, and served upon Gelvin, Jackson and Starr, agents of Connecticut Fire Insurance Company, as garnishee, on May 29, 1923, by handing a true and attested copy of the writ to the defendant, J. N. Ray, and handing a true and attested copy of the writ to Lawrence B. Starr, and making known to them the contents thereof. So answers H. B. Butshall, Shff

June 2nd 1923 Rec'd Eleven & 30/100 Dollars Shff & Proctor Costs
U. L. Greeley Pro

June 22 1923 Rec'd of Pro Greeley Ten and 30/100 Dollars my costs
H B Coulshall
Sheriff

June 22, 1923.
This case settled and discontinued of record.
Albert L. Thomas by Robert
Atty for Plaintiff.

Walter L. Peake Don F. Smith 19	E. G. Krapser vs. N. R. Heath Entered May 28, 1923 Pro. Greeley $2.00 Appraisers (use of claimant) 4.00	Of No. 37 May Term, 1923. Ex Dec Feigned Issue. And now, May 28, 1923. It is ordered that an issue be formed in which E. G. Krapser shall be the plaintiff and N. R. Heath defendant. 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. Per Curiam. June 11, 1923. Statement of claim filed. June 12, 1923. Bond of E. G. Krapser, Claimant, with B. W. Lyons as surety, in the sum of $100.00, approved by Hon. Thos. J. Prather, P. J. filed.

20	S. F. Hazen vs A. D. Reaugh Entered May 31, 1923 Pro. Greeley (Plff-pd) # 2.25	Of No. 2 of May 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 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 Twenty-seven and 82/100 Dollars, being the amount of debt, interest and costs now due on the original judgment. # 327.82 Debt Int. from May 29, 1923 R. p 156. Judgment. V. L. Greeley, Pro. am sci fa no 10 Sept Tr 1929 June 3 1931 This judgment satisfied See no 10 Sept Tr 1929

21

Alfred B. Cotton
vs
John A. Mosbacher and
Katie McGuire
Entered May 31, 1923
Pro. Greeley (Plff's Pd) # 225

Of No. 246 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 One hundred and fourteen and 85/100 Dollars, being the amount of debt, interest to May 8, 1923, and costs now due on the original judgment.

Debt # 114.85
Int. from May 8, 1923
M. p. 65; Mc p. 118
Judgment.
D. L. Greeley, Prothy.

August 4, 1923 Paid satisfaction in full of above judgment debt, interest & costs & direct the Prothy & Surety same of record.

Joseph B. Cotton Exctor
of Alfred B. Cotton.

John Schuler

22
Otto Kohler for rule

L. W. Moore and J. A. Moore, doing business as Moore Brothers
vs.
Tony Naples
Entered June 1, 1923

		#
Tax + Pro. S. (pd by Plff)	3.00	
Atty	3.00	
Pro. on Rule	3.00	

Amicable Action of Ejectment for the storeroom on the south side of the first floor of the Moore Bros. building on Water Street in the First Ward City of Meadville.

June 1, 1923. Assignment of breaches of lease, amicable action, confession of judgment, copy of lease, etc. filed.

And now, June 1, 1923, John Schuler, Esqr. appears for the defendant, Tony Naples, and confesses judgment in ejectment, by virtue of the authority contained in the within mentioned and attached lease, for the premises, to wit: All that certain storeroom situate at No. 889 Water Street, City of Meadville, Crawford County and State of Pennsylvania, being the storeroom on the first floor and on the south side of 3 Moore Brothers Building on Water Street in the City of Meadville, County and State aforesaid, in favor of Moore Brothers, and against the said Tony Naples, with costs of suit, because of breach in condition in said lease, in not removing from the premises after due notice. (See paper filed)

Debt

N. p. 83

Judgment

V. L. Greeley, Prothy.

Hab. Fac. Poss. with clause of Fi. Fa. to No. 14 Sep. Term, 1923

And now, Jan. 10, 1924. On motion in open Court, rule to show cause granted why judgment should not be stricken off and the writ of Habere Facias Possessionem vacated and set aside, at cost of plaintiffs. Returnable to next Term. Per Curiam. (See paper filed)

Affidavit, Rule & served on Plffs. Atty Jan. 16, 1924. (See affidavit on motion)

Feb. 7, 1924 Answer to rule filed.

On Argt. List for Feb. Term, 1924, No. 9. Feb. 26, 1924 Argued C.A.V.

And now, Feb. 25, 1924 Agreement of Counsel filed, "that the record, together with the rule and all papers attached, together with motion and affidavit and reply thereto shall be submitted at argument as if formally offered in evidence."

Now, October 6, 1924, rule to strike off judgment and vacate writ of Habere Facias Possessionem, are both discharged. Per Curiam. (See opinion of Court filed)

Chas. B. Stegner
23

Carrie Haas Rhodes
vs.
Clyde Edmund Rhodes
Issued June 2, 1923

Jay & writ (Atty pd)	$	2.00
Shff. Cutshall		1.85
Shff. Cutshall on alias		1.85
Shff. Cutshall on prae.		6.25
W. J. Sirdevan, Master pd		25.00
Pro. Greeley		9.85
Atty		3.00

Jan 25, 1924 Rec'd of Deff by atty nineteen and 85/100 dollars Shff & Proctgs costs
T. L. Greeley, Pro.

Jan. 28. 1924
Received $9.85 my costs from Pro. Greeley
H. B. Cutshall Shff

Subpoena in Divorce.

And now, June 2, 1923 Subpoena awarded, Returnable first Monday of July next. (Signed) Thos. J. Brather, P.J.

Subpoena returned: July 2, 1923, the within named Clyde Edmund Rhodes not found in my bailiwick.
So answers H. B. Cutshall, Shff

July 2, 1923. Alias subpoena in divorce issued, returnable to first Monday of August next.

Alias subpoena returned Aug 6, 1923 The within named Clyde Edmund Rhodes not found in my bailiwick
So answers H. B. Cutshall, Sheriff

August 11, 1923 Order for proclamation issued returnable to Second Monday in September next.

And now, Sept. 10, 1923 The Sheriff makes return: "That I have made proclamation in the above entitled case according to law, and caused the same to be published in the Lackawanna Jurist, 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, Sept. 13, 1923. W. J. Sirdevan, Esq., is appointed Master. (See paper filed) Com. issued. By Hon. Thos. J. Brather, P.J.

Oct 17, 1923 Testimony and Report of Master filed

On Argt. List for Nov. Term, 1923. No. 15.

Jan. 18, 1924 After due consideration, a divorce is decreed as prayed, and at cost of respondent. 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 Carrie Haas Rhodes be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Carrie Haas Rhodes the libellant, and the said Clyde Edmund Rhodes 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)

24

Sept 22 1924 Rec'd of Meadville School dist Four and 25/100 Dollars my costs
V. L. Greeley Pro

In the Matter of the Appointment of Auditors to audit the School Accounts of the Meadville School District for the fiscal year beginning the first Monday of July, 1922.
Entered June 7, 1923.

Pro. Greeley 4 25

Order of Court

And now, June 4, 1923, the Court appoints Thomas F. Charlton and J. E. Bossard auditors to audit the accounts and file reports of the finances of the School District of Meadville, according to the provisions of General School Code of 1911, and its supplements. Per Curiam. (See paper filed June 7, 1923.

June 7, 1923. Certificate of appointment issued.

July 28, 1923. Report of Auditors filed, and notice issued for publication in Tribune-Republican.

Aug. 6, 1923. Oaths of Auditors taken July 2d, 1923, filed.

2.5

In the Matter of the appointment of Auditors to audit the accounts of the School District of the City of Titusville for the fiscal year beginning the first Monday of July 1922.
Entered June 7, 1923.

Pro. Greeley 4.25

Order of Court.

Now, June 4, 1923, the Court appoints J. P. Thompson and Paul J. Murphy of Titusville, Pa., to audit the accounts and report, as required by law, the financial condition of the School District of the City of Titusville, pursuant to the provisions of the General School Code of 1911, and its supplements. Per Curiam.

(See paper filed June 7, 1923.)

June 7, 1923 Certificate of appointment issued

July 3, 1923 Oath of Auditors filed

Aug. 1, 1923 Report of Auditors filed, and notice issued for publication in Titusville Herald

SEPTEMBER TERM, 1923

John Schuler
2.6

June 8 1923 Rec'd of Deft Fair and 80/100 Dollars Shff & Proctors costs
V. L Greeley Pro

June 8, 1923 Received from Pro. Greely $5.80 my costs
A B Cutshall Sheriff

G. W. Phillips
vs.
Edward A. Zeitler, Deft. and Merchants National Bank of Meadville, Pa., Garnishee
Issued June 8, 1923.

Tax + writ (Atty/pd)	$2.50
Shff. Cutshall	5.30
Pro G.	.50

Of No. 151 May [illegible] Term, 1923
Attachment Execution
Returnable to next term
To attach all and singular the goods and chattels, rights, credits, moneys and property of the defendant in whose hands the same may be, and especially in the hands of Merchants National Bank of Meadville, Pa., and summon it as garnishee.

Writ returned: Served the within writ on the within named Edward A. Zeitler, Deft., on June 8, 1923, by handing to him a true and attested copy of the writ, and making contents of same known. Served the within writ on the Merchants National Bank of Meadville, Pa., as Garnishee, on June 8, 1923 by handing a true and attested copy of the writ to E. F. Weber, cashier of said bank, and making contents of same known to him. So answers A. B. Cutshall, Sheriff

June 8. This case settled of record.
John Schuler
Atty for Plff.

Albert L Thomas
27
O Clare Kent

H. H. Clifford
vs.
Alice Clifford
Issued June 9, 1923

Tax & writ (paid)	2.00
Shff. Cutshall	4.65
Bro. Greeley	3.50
Atty	3.00

Subpoena in Divorce and for custody of the child, George Clifford, 11 years of age.

And now, June 7, 1923 subpoena awarded, returnable to first Monday of August, 1923.

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

Subpoena returned: Served the within subpoena in divorce on the respondent personally on the 12th day of June, 1923, 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. Cutshall, Sheriff.

July 14, 1923 O Clare Kent, Esq. appears for the respondent.

(See paper filed)

Aug. 6, 1923 Respondents answer to libel filed.

Sept 14 1923 Rec'd of Plff by atty Eight and 15/100 Dollars Shff & Fourty Cents
T. L. Greeley Pro

Sept 14-1923 Rec'd from Greeley Four & 65/100 Dollars my Costs
H B Cutshall
O.H.P. Sheriff

And now, Aug. 6, 1923, upon presentation of the foregoing affidavit, on motion of O Clare Kent, Esq., respondent's attorney, a rule on libellant to show cause why an order should not be made for alimony pendente lite and for counsel fees, is hereby granted, Returnable to next Term - Sept. 1923. Per Curiam. (See paper filed.)

Same day, Service of rule accepted by Atty for libellant.

And now, Sept 4, 1923. On motion in open Court, leave is granted to discontinue the above case, upon payment of costs. Per Curiam. (See paper filed)

On Argt. List for Sep. Term, 1923. No. 5.

Sept. 24, 1923, Counsel fees for respondent's attorney is fixed at $25.00.

Signed Thos. J. Prather, P.J.

SEPTEMBER TERM, 1923

Arthur L. Bates 28	✓ Petition of ✓ Anna Tomka Long to be decreed a Feme Sole Trader. Entered June 11, 1923 Pro. Greeley (paid) # 3.00	June 11, 1923 Petition, with supporting affidavits of Julia E. Tomka, Gabriel J. Tomka, and A. A. Smith, presented to Hon. Thos. J. Brother, P. J., and filed. Decree. And now, June 11, 1923, in consideration of the foregoing petition and motion, and evidence in support thereof, the Court being satisfied of the justice and propriety of the application, does hereby order and decree, That the said Anna Tomka Long shall have all the rights and privileges of a feme sole trader under the several acts of Assembly in such cases made and provided. (Signed) Thos. J. Brother, President Judge. (See petition filed) Same day, certified copy of decree issued to petitioner.

Arthur L. Bates 29	Petition of Joseph b. balhorn for the adoption of Lina Steel Mathews an adult, as his child and heir. Entered June 12, 1923. Pro. Greeley (paid) # 3.00	June 12, 1923, Petition, with answer and consent of Lina Steele Mathews and J. Henry Mathews annexed, presented to Hon. Thomas J. Brather, P.J., and filed. Decree: And now, to wit, this 12th day of June, 1923, the above entitled cause having come on for hearing upon the petition of Joseph b. balhorn, and the answers of Lina Steele Mathews and J. Henry Mathews thereto,— It is this day ordered, adjudged and decreed that the prayer of the said petition be granted, and that the said Lina Steel Mathews may hereafter have all the rights of a child and heir of the said Joseph b. balhorn, and be subject to all the duties of such child, as fully to all intents and purposes as though she had been born the lawful child of petitioner. (Signed) Thos. J. Brather, P.J. Same day, Two certified copies of decree issued.

SEPTEMBER TERM, 1923

Arthur L. Bates 30	✓ Petition of Joseph B. Calhoun for the adoption of ✓ Frank J. Steele, a minor, as his child and heir. Entered June 12, 1923 Bro. Greeley (paid) # 3.00	June 12, 1923 Petition, with supporting affidavits of Arthur L. Bates and Alfred J. Bates annexed, presented to Hon. Thomas J. Brather, P. J., and filed. Decree. And now, to wit, June 12, 1923, the Court upon consideration of the foregoing petition, being satisfied that the welfare of the said Frank J. Steele will be promoted by the adoption prayed for in said petition, does, upon motion of Arthur L. Bates, attorney for petitioner, grant the prayer of the same, and do order and decree, that the said Frank J. Steele shall henceforth have all the rights of a child and heir of the said Joseph B. Calhoun, and shall be subject to the duties of such child, in accordance with the provisions of the Act of Assembly in such cases made and provided. (Signed) Thos. J. Brather, P. J. Same day, Two certified copies of decree issued.

J. A. Northam and
2. D. Hastings
31
C.W. Benedict

Jan 9 1924 Recd of
D. Hastings atty
Six and 30/100 Dollars
for Exemp of record
V. L. Greeley Pro.

Nettie Peterson
vs
Mable Dorothy Duncan
Issued June 12, 1923

Tax & writ (paid by atty Northam)	2.00
Shff. Kutshall	15.30
Pro. Greeley	3.50
Pro. Use of County	2.50
Atty	3.00
Exmp of Record	6.30
Jury fee	4.00
Pro. use Co. since	
Plffs. Bill of Costs	28.80

Summons in Assumpsit, Returnable to the First Monday of July next.
June 12, 1923 Affidavit that plffs. claim exceeds $300.00 filed.
June 12, 1923 Plaintiffs statement of claim filed, and copy certified to Shff.
Writ returned: Served the within summons and also plaintiffs statement of claim on the within named Mable Dorothy Duncan on June 25, 1923 by handing to her a true and attested copy of each, and making known to her the contents thereof at No. 330 Spruce Place, Titusville Pa.
So answers H. B. Kutshall, Shff.
June 29, 1923. C.W. Benedict, Esqr. appears for deft. (See paper filed)
June 29, 1923. Affidavit of defense filed
On Trial List for 4th Monday of Oct. 1923. No. 5
Oct. 1923 Continued
On Trial List for 1st Monday of Jan. 1924, No. 7.

Sur petition of plaintiff: Now, this 7th day of January, 1924, the within petition presented in open Court, and upon due consideration thereof it is ordered and decreed that a Cautionary judgment be entered in this cause of action as of this date in the sum of Seventeen hundred and ninety-eight ($1798) Dollars, the same so to remain until this cause of action is finally determined and ended. Per Curiam.
(See paper filed)

Debt $1798.00
Int. from Jan. 7, 1924.
Cautionary judgment
V. L. Greeley, Prothy

D, page 186.

Jan. 8, 1924 Supplemental affidavit of defense filed in open Court.

And now, Jan. 9, 1924, Before the Hon. James A. McLaughry, P.J. 35th Judicial District, specially presiding, a jury was selected and sworn as follows: 1- Clifford Devore, 2- Robert Collins, 3- Margaret McMichael, 4 M. M. Clark, 5 J. C. Morris, 6- Elva Farley, 7- Bates Walton, 8- W. A. Ginder, 9- Bert Battles, 10- Glenn Steadman, 11- Robert L. Davidson, 12 Ray Turner: twelve good and lawful men, who upon their solemn oaths which they have taken, say, same day, they find for plaintiff in the sum of One hundred eighteen and 44/100 Dollars. D.p. 186.

Jan. 9, 1924 Defts. points filed
Jan. 14, 1924 Motion on part of plaintiff for a new trial filed, and Rule to show cause granted. Per Curiam.
On Arg. List for Feb. Term, 1924 No. 4

Record continued on p. 351

Geo. Eldred
32

Nov 13 1923 Rec'd of Pff by atty Twenty and 05/100 Dollars Shff & Prothy costs
U. L. Greeley Pro

Nov 13-1923 Rec'd Pro Greeley Nine & 55/100 Dollars Emy Costs
H B Cutshall
Per O.H.P. Sheriff

Cora I. Price
vs
Wesley Gilbert Price
Issued June 14, 1923

		#
Tax & writ (paid)		2.00
Shff. Cutshall		1.85
Shff. Cutshall onal		1.85
Shff. Cutshall on prac		6.25
Master paid		25.00
Pro Greeley		10.10
atty		3.00

Subpoena in Divorce, Returnable to the first Monday of August next
And now, June 14, 1923, subpoena awarded
(Signed) Thos. J. Brather, P.J.
Subpoena returned: Aug. 6, 1923, The within named Wesley Gilbert Price not found in my bailiwick.
So answers H.B. Cutshall, Shff
Aug. 6, 1923 Alias subpoena in divorce issued, returnable to second Monday of Sept next.
Alias subpoena retd. Sept. 10, 1923, the within named respondent, Wesley Gilbert Price, is not found in my bailiwick.
So answers H.B. Cutshall, Sheriff
Sept. 10, 1923. Order for proclamation issued; returnable to first Monday of Nov. next

And now, Nov. 5, 1923, Made proclamation in the above entitled case according to law, and caused the same to be published in the Lackawanna 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, Nov. 5, 1923, W. J. Sirdevan, Esq., is appointed Master to take the testimony and make report thereon to the Court.
(See paper filed) Com. issued. (Signed) Thos. J. Brather, P.J.
Nov. 12, 1923 Testimony and report of Master filed
On Arg. List for Nov. Term, 1923, No. 16.
Jan. 18, 1924. After due consideration, a divorce is decreed as prayed, and at cost of respondent. Per Curiam.
Decree: And now, to-wit Jan 18, 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 Cora I. Price be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Cora I. Price, the libellant and the said Wesley Gilbert Price, 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

Albert L. Thomas

33

Fred C. Kiebort for John M. Chick Garnishee Oct. 1, 1923

Feb. 8, 1924, Received from Pltffs. attorney, #14.60, being Jax + writ #2.50 Pro. Sts + sat. #2.70 and Shff. Leitshall #14.40.
W. L. Greeley, Pro.

Feb. 8. 1924 Received 14.40 my costs from Wm. Greeley
H. B. Leitshall Sheriff

Harry A. Kent and Sadie M. Kent
vs.
Mary A. Koller and Nathan Koller, Defts. and The Farmers Fire Insurance Company of York, Pa. and John M. Chick, its Agent, Garnishee.
Issued June 16, 1923.

	#
Jax + writ	2.50
Shff. Leitshall	14.40
Pro. Greeley	2.50
Atty	3.00
Fred C. Kiebort, Atty	10.00

Of No. 242 February Term, 1923.
Attachment Execution
Returnable to next term.
To be executed by attaching the goods, chattels and property of Defendants in the hands of John M. Chick, Agent of the Farmers Fire Insurance Company of York, Pa. and also serving the Interrogatories in accordance with provisions of the Act of June 1, 1915, P. L. 653.
Writ returned: Served the within writ on the within named John B. Chick, agent of the Farmers Fire Insurance Company of York, Penna., as Garnishee, on June 18, 1923, by handing to him a true and attested copy of the writ, and making known to him the contents thereof. Nihil habet as to Mary A. Koller and Nathan Koller. So answers
H. B. Leitshall, Sheriff.
Oct. 8, 1923. Interrogatories to Garnishee filed.
Oct. 8, 1923. Rule on Garnishee to to answer in ten days, or judgment. Service of Rule and Interrogatories, accepted by Garnishees Atty.
Oct. 22, 1923. Answers of Garnishee filed.
And now, Oct. 22, 1923. On motion in open Court, judgment is entered against Garnishee on its answers, for the sum of Eight hundred twenty-five Dollars (See paper filed)
Debt 825.00
Int. from Oct. 22, 1923
Judgment
W. L. Greeley, Prothy.
Corp. Fr. 150

And now, Nov. 23, 1923 The fees of Fred C. Kiebort, Attorney for garnishee are hereby fixed at $10.00 Per Curiam (See paper filed)

Feb. 8, 1924. Received of Farmers Fire Ins. Co., Garnishee, satisfaction in full of above judgment and Pro. is directed to satisfy the same.
Albert L. Thomas
Atty for Plaintiffs

SEPTEMBER TERM, 1923

Charles B. Steigner 34	✓ J. R. Deeter vs. ✓ Mott b. Smith Entered, June 18, 1922 Jay Fenton (Dept. pd) $1.50 Costs on Trans. (pd July 24) 18.04	Appeal by Defendant from Judgment of Peter B. Tarr, Alderman.

Otto Kohler 4/1/24
35
Thomas & Thomas

April 1 1924 Rec'd of Deft Thirteen and 20/100 Dollars as costs
V. L. Greeley Prs

April 1 1924 Rec'd of V. L. Greeley Prs nine and 20/100 Dollars unpaid costs on Transcript
Jas D. Roberts Alderman

Sweet, Orr & Co.
vs
Charles A. Ferris, John Ferris and Sam Ferris, doing business as Ferris Brothers.
Entered June 18, 1923

	#	
Tax & writ (pd by Plff)		2.00
Costs on Trans. ($1.50 paid by Defts)		45.52
Pro. Greeley,		3.50
Atty	✓	3.00
		.50

Appeal by Defendants from Judgment of James D. Roberts, Esq., Alderman
And now, June 18, 1923 Thomas & Thomas appears for Charles A. Ferris, John Ferris and Sam Ferris, doing business as Ferris Brothers, the defts. in the above entitled case. (See paper filed)
Sept. 28, 1923 Plaintiffs statement filed, and service accepted by Defts Attorneys.
Oct. 19, 1923 Affidavit of defense filed.
Nov. 14, 1923 Plffs praecipe setting down for hearing questions of law raised by affidavit of defense filed.
Nov. 26, 1923. Argued C.A.V.
Now, December 1, 1923, the legal defense set up in the nature of a demurrer, is overruled. Per Curiam. (See opinion of Court filed)
On Trial List for 1st Monday of Jan. 1924 No. 14.
Jan. 7, 1924. Continued by consent.
Now April 1. 1924 this case settled in full.
Otto Kohler

J. Perry Eckels 36	E. R. Saxton, now for use of E. Glen Saxton, Trustee, vs. John C. Shaw Entered June 21, 1923 Pro. Greeley (paid by Atty) # 2.25 Atty 3.00	Of No. 207 May Term, 1918 Amicable Scire Facias on Judgment. It is agreed That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the deft. by the Sheriff of said county, and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of One thousand sixty-one and 50/100 Dollars, being the amount of debt, interest and costs now due on the original judgment. Debt # 1061.50 Int. from June 20, 1923 Sh. page 96 Judgment, W. L. Greeley, Pro.

May 27, 1925, received debt, interest, and costs on above judgment, and direct the Prothonotary to satisfy the same of record.

J. Perry Eckels
Atty. for Plff.

Curtis L. Webb 37	Cora Marie White vs Domingo Napoleon White Issued June 26, 1923 Jay Twist (Atty pd) 2.00 Shff Cutshall 1.85 Shff Cutshall on alias 1.85	Subpoena in Divorce, Returnable to the First Monday of August next. And now June 27, 1923 subpoena awarded. (Signed) Thos. J. Prather, P.J. Subpoena returned Aug 6, 1923 the within named Domingo Napoleon White not found in my bailiwick. So answers N.B. Cutshall, Sheriff Aug 9, 1923 Alias subpoena in divorce issued, returnable to second Monday of September next. Alias Subpoena returned: Sept. 10, 1923. The within named Domingo Napoleon White not found in my bailiwick. So answers N. B. Cutshall, Shff.

O Blare Kent 38	Manoog Agamian vs. Mantaz Garabedian Entered July 2, 1923 Jay & Prs. Ss. (Atty pd) 3.00 Atty 3.00	Amicable Action of Ejectment for premises at No. 1103 and 1105 West Street, Meadville, Pa. July 2, 1923, Statement of claim, averment of breached of lease, copy of lease, confession of judgment, etc, filed Confession of Judgment: Now, July 2, 1923, comes O Blare Kent, Attorney for the said named defendant, Mantaz Garabedian, and confesses judgment against him, and in favor of the plaintiff, Manoog Agamian, in an amicable action of ejectment, and by virtue of the power of attorney contained in the lease hereto attached, for the premises and property described and mentioned therein, to wit, The premises situate in the City of Meadville, County of Crawford and State of Pennsylvania, described as follows: All that certain House and Lot at No. 1103 and 1105, West Street: And also confesses judgment against the said Mantaz Garabedian, and in favor of the said plaintiff, Manoog Agamian, for the sum of Seventy-five Dollars, as rent due and in arrears, with costs of suit, waiving the benefit of all appraisement, stay and exemption laws, the right of inquisition on real estate and all bankruptcy and insolvency laws now in force or hereafter passed; and directs the immediate issuing of a writ of Habere Facias Possessionem with clause of Fieri Facias for Seventy-five Dollars, rental due and in arrears, waiving all irregularities and without notice. Rent in Arrear $75.00 G. page 164 Judgment D. L. Greeley, Prothy Hab. Fac. Poss with clause of Fi. Fa. for costs to No. 34 Sept. Term, 1923 July 19 1923 The above judgment satisfied of record See Fi Fa

W. J. Sirdevan
39

Joseph Glenn
vs.
Laura Gregory Glenn
Issued July 2, 1923

Jay & writ (paid by atty)	2.00
W.J. McKenzie on subs.	1.50
Pro Greeley	7.85
C.W. Benedict Master	25.00
atty	3.00

Subpoena in Divorce
And now, July 2, 1923, Subpoena awarded. Returnable 1st Monday of August, 1923.
(Signed) Thomas J. Prather, P.J.

Subpoena rcvd. On July 5, 1923, personally served the within subpoena upon Laura Gregory Glenn, the respondent, by delivering to and leaving with her a true and attested copy thereof, and at the same time making known to her the contents of the within subpoena. (See affidavit of service on subpoena by W.J. McKenzie, Coh.st.)

And now Aug 6, 1923 C.W. Benedict Esq. is appointed Master in this case by Hon. Thos. J. Prather, P.J.

SEPTEMBER TERM, 1923

Geo. Eldred
H O

Sept 18 1923 Rec'd of Plff by atty Fourteen and 70/100 Dollars Shff & Proctrs costs
U. L. Greeley Pro

Sept. 18. 1923
Received from Pro. Greeley $6.85 my costs
N B Kutchall Sheriff

April 17 1924 Rec'd of Respondent Forty five and 70/100 dollars prepaid costs and Certified Copy
U. L. Greeley Pro:
Pd to atty by Check

Bessie Aliene Perrine
vs.
James Clement Perrine
Issued July 2, 1923

Jay + writ (Atty fee) #	2.00
Shff Kutchall	6.85
C.B. Stegner, Master	25.00
Pro. Greeley	7.85
Atty	3.00

Subpoena in Divorce
And now, July 2, 1923. Subpoena awarded, Returnable to first Monday of August next.
(Signed) Thos. J. Grather, P.J.

Subpoena returned:-
(a) July 3, 1923, I hereby deputize the Sheriff of Lackawanna County, Pa. to Serve this writ. N.B. Kutchall, Sheriff
(b) Served the within subpoena in divorce on the within named respondent, James Clement Perrine, in Scranton, Lackawanna County, Pa., on the 6th day of July, 1923, by handing a true and attested copy of the within subpoena in divorce to James Clement Perrine, personally, and made known to him the contents thereof. So answers,
Jim Reap Sheriff
per M. J. Fox, Deputy.

(c) Aug. 9, 1923. Writ returned. Served as per return of Sheriff of Lackawanna County. So answers N.B. Kutchall, Sheriff.

And now, August 6, 1923. C.B. Stegner, Esq., is appointed Master to take testimony in this case, and make report thereon to the Court. Per Curiam. (See paper filed) Com. issued.

Sept. 14, 1923. Testimony and report of Master filed.

On Argument List for Sept. Term, 1923. No. 31.

Oct. 4, 1923. After due consideration, a divorce is decreed as prayed, and at respondents cost. Per Curiam.

Decree. And now, to-wit Oct. 4, A.D. 1923 this cause came on to be heard on libel, 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 Aliene Perrine be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Bessie Aliene Perrine the libellant, and the said James Clement Perrine 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

O. Clare Kent
41

Feby 19 1924 Recd from Plaintiff by atty Twenty One and 80/100 Dollars Shff's Poundage Costs
V. L. Greeley Pro

Feb. 19. 1924
Received $9.90 my costs from Pro. Greeley
H B Critchfield Sheriff

Clarence D. Hatton
vs.
Anna M. Hatton
Issued July 2, 1923

	#
Jay & wife	2.00
Shff Critchfield	1.85
Shff Critchfield on alias	1.85
Shff Critchfield on proc.	6.25
Roy S. Peters, master pd	25.00
Pro Greeley	9.85
atty	3.00

Subpoena in Divorce
And now, July 2, 1923, subpoena awarded, Returnable to 1st Monday of August next.
(Signed) Thos. J. Brather, P. J.

Subpoena returned: And now, Aug. 6, 1923, the within named Anna M. Hatton not found in my bailiwick.
So answers H.B. Critchfield, Shff.

Aug. 10, 1923 Alias subpoena in divorce issued; returnable to next term.

Alias subpoena returned: And now, Sept. 10, 1923 The within named Anna M. Hatton not found in my bailiwick.
So answers H.B. Critchfield, Shff.

Sep. 17, 1923. Order issued for publication of Sheriffs proclamation, returnable to first Monday of Nov. next.

And now, Nov. 5, 1923 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. Critchfield, Shff.

And now Nov. 12, 1923 R. S. Peters Esq., is hereby appointed Master in said stated case. (Signed) Thos. J. Brather, P. J. (See paper filed)

Feby 5 1924 Testimony on part of Libellant and report of Master filed.

On Argument List for Feb. Term, 1924 No. 21.

March 24, 1924 After due consideration, a divorce is decreed as prayed. Per Curiam

Decree: And now, to-wit Mar. 24, 1924 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 Clarence D. Hatton be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him, the said Clarence D. Hatton, the libellant, and the said Anna M. Hatton 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

SEPTEMBER TERM, 1923

Thomas & Thomas
42

Wesley J. Lockwood
vs.
Ada Lockwood
Issued July 2, 1923

Tax & writ	2.00
Shff. Gutshall	1.85
Shff. Gutshall on alias	1.85
Shff. Gutshall on prot.	6.25
Pro. Greeley	9.85
Master —paid—	25.00
atty	3.00

Subpoena in Divorce
And now, July 2, 1923, subpoena awarded, Returnable the first Monday of August next.
(Signed) Thos. J. Brather, P. J.

Subpoena returned: Aug. 6, 1923 The within named Ada Lockwood not found in my bailiwick. So answers
H. B. Gutshall, Sheriff

Aug. 6, 1923 Alias subpoena in divorce issued, returnable to next term.

Alias subpoena ptd. Sep. 10, 1923, the within named Ada Lockwood not found in my bailiwick
So answers H. B. Gutshall, Shf.

Sept. 10, 1923 Order issued to publish Sheriffs proclamation; returnable first Monday of Nov. next.

And now, Nov. 5, 1923 Testimony and report of Master filed.

And now, Nov. 5, 1923 Made proclamation in above entitled case according to law, and caused the same to be published in the Scranton Times, a newspaper printed within my bailiwick for four weeks successively prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached.
So answers H. B. Gutshall, Sheriff

And now, Nov. 5, 1923 W. J. McClintock, Esq., is appointed Master in this case. By Hon. Thos. J. Brather, P. J. (See paper filed)

On Argt. List for Nov. Term, 1923, No. 17.

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 are true it is by the Court ordered, adjudged and decreed. That the said Wesley J. Lockwood be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him, the said Wesley J. Lockwood the libellant and the said Ada Lockwood 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.

Nov 13 1923 Rec'd of Pfff by atty Twenty One and 80/100 Dollars Shff & Prothy Costs
U. L. Greeley Pro

Nov 13-1923 Rec'd of Pro Greeley Fifty & 85/100 Dollars my Costs
H. B. Gutshall
OKP Sheriff

Otto Kohler
43
Wm. W. Henderson

Emory D. Fields
vs
Elizabeth B. Fields
Issued July 2, 1923

	#
Tax & writ (Atty Pd)	2.00
Shff. Southall	3.50
Jno O. McClintock, Master	1
Pro. Greeley	3.50
Atty	3.00

Sept 14 1923 Rec'd of Plff by atty Seven Dollars Shff & Prothy costs. V. L. G Greeley Pro

Sept 14-1923 Rec'd of Pro Greeley Three $/100 Dollars in my costs H B Southall Sheriff of S.P.

Subpoena in Divorce
And now, July 2, 1923, subpoena awarded, Returnable First Monday of August
(Signed) Thos. J. Brather, P.J.
Subpoena returned: Served the within Subpoena in Divorce on the respondent personally, on the 11th day of July, 1923, 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. Southall, Shff.
July 23, 1923 Wm W. Henderson, Esq. appears for respondent (See paper filed)
And now, Sep. 6, 1923. John O. McClintock, Esq., is appointed Master to take testimony and make report thereon. (See paper filed) By Thos. J. Brather, P.J.
Same day, Commission issued.
And now, Sept. 13, 1923, Upon petition of plaintiff presented in open court, leave granted plaintiff to discontinue his action. (See paper filed)
Per Curiam.

SEPTEMBER TERM, 1923

Albert L. Thomas
44

C. D. Sailer
vs.
Gertrude Sailer
Issued, July 2, 1923

	#
Tax + Pro's (Atty's pd)	2.00
Shff Cutshall	1.85
Shff Cutshall (Com. alias)	1.85
Shff Cutshall (Com. pros.)	6.25
Pro. Greeley	2.00
Jas. W. Smith, Master (Trav.)	25 00
Pro Grue & Co	7.85
atty	3.00

Subpoena in Divorce
And now July 2, 1923, subpoena awarded, Returnable to the first Monday of August next.
(Signed) Thos. J. Grather, P.J.

Subpoena pet'd Aug. 6, 1923 the within named Gertrude Sailer not found in my bailiwick
So answers H. B. Cutshall, Sheriff

Aug. 6, 1923 Alias subpoena in divorce issued, returnable to second Monday of September next.

Alias Subpoena pet'd Sept. 10, 1923, the within named Gertrude Sailor, is not found in my bailiwick
So answers H. B. Cutshall, Shff

Sept. 10, 1923. Order issued to publish Sheriffs proclamation; returnable to first Monday of Nov. next.

Feby 4 1924 Recd of Deff by atty Nineteen and 80/100 Dollars Shff & Prothys costs
U. L. Greeley, Pro

Feb. 4 1924 Received 9.80 my costs from Pro. Greeley
H. B. Cutshall Sheriff

And now, Nov. 5, 1923, Made proclamation in the above entitled case according to law, and caused the same to be published in the Bedford Gazette 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, Janu 18, 1924, James W. Smith, Esq., is appointed Master in this case to take testimony, etc. By Hon. Thos. J. Grather, P.J.
(See paper filed) Commission issued.

Feb. 8, 1924. Masters report and testimony filed.

On Argument List for Feb. Term, 1924, No. 22.

March 24, 1924, After due consideration, a divorce is decreed as prayed. Per Curiam.

Decree And now, to-wit March 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 C. D. Sailer be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between him the said C. D. Sailer the libellant, and the said Gertrude Sailer 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

Albert L. Thomas
45

Jan 20 1925 Recd of Plff by atty Thurlen and 45/100 Dollars Shff & Pro Thys costs T. L. Greeley Pro

Jan 20 - 1925 Recd of Pro Greeley Five + 60/100 Dollars My Costs
K B Cutshall
Sheriff

R. W. Holbrook
vs.
Edith Holbrook
Issued July 2, 1923.

	#
Tax & writ (Atty pd)	2.00
Shff. Cutshall	5.60
H.H. Hornstein, Master (Atty)	25.00
Pro. Greeley	7.85
Attorney	3.00

Subpoena in Divorce
And now, July 2, 1923, subpoena awarded, returnable to September Term. (Signed) Thos. J. Brather, P. J.
Subpoena returned:-
(a) Served Edith Holbrook, the within named respondent, by giving to her at 1161 West 22d St. Erie, Penna, on July 11, 1923, a true and attested copy of the within subpoena, and making known to her the contents of the same.
So answers Wm. D. Brown, Sheriff.
(b) July 16, 1923, Writ returned; served as per attached return by the Sheriff of Erie County, Pa. So answers
K. B. Cutshall, Shff.
And now, January 5, 1925, Harry H. Hornstein, Esq. is appointed Master. (See paper filed) By Hon. Thos. J. Brather, P. J.

Feby 9 1925 - Testimony and Report of Master filed
On Argument List for Feb. Tr. 1925, No. 11.
March 25, 1925, After due consideration, a divorce is decreed as prayed.
Per Curiam.

Decree: And now, to-wit Mar. 25, A.D. 1925 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 R. W. Holbrook be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between him the said R. W. Holbrook the libellant, and the said Edith Holbrook 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)

Albert L. Thomas
46

Byrde Herbold
vs
Harry J. Herbold
Issued July 2, 1923

Tax & writ (Atty pd)	2.00
Shff Gutshall	6.45
Pro Greeley	3.50

Subpoena in Divorce, and for custody of Harry J. Herbold, Jr. minor child of parties.

And now July 2, 1923 subpoena awarded, returnable to first Monday of August next.

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

Subpoena returned. Served the within subpoena in Divorce on the respondent personally, on the 4th day of July, 1923 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. Gutshall, Sheriff

Sept 4 1923 Rec'd of Cliffs atty Nine and 95/100 Dollars Shff & Proctys Costs

V. L. Greeley Pro

Sept. 4, 1923 Received from Pro. Greeley $6.45. My costs.

H.B. Gutshall Sheriff

And now, Sept. 4, 1923 On motion in open court, leave is granted to discontinue the above case, upon payment of costs. Per curiam. (See paper filed)

Albert L. Thomas
47

May 2 1924 Rec'd of Pff by atty Nineteen and 80/100 dollars Shff & Proctor's costs
V. L. Greeley Pro

May 2-1924 Rec'd of Pro. Greeley Nine & 80/100 Dollars
My Costs
A B Cutshall
Pro H P Sheriff

May 16 1928 Rec'd of R.M. Cass by hand of Otto Kohler Ten dollars as costs
V. L. Greeley Pro

Lucy H. Cass
vs.
R. Merle Cass
Issued July 2, 1923

	#
Tax & writ (Atty pd)	2.00
Shff Cutshall	1.85
Shff Cutshall on alias	1.85
Shff Cutshall on proc.	6.25
W. J. McClintock, Master (paid)	25.00
Pro. Greeley	5.00
Pro. G. for Co.	4.85
atty	3.00
Pro. G. for Co. since	10.00

Subpoena in Divorce, and for the custody of Walter Cass, minor child of the parties.

And now, July 2, 1923, subpoena awarded, returnable to first Monday of August next
(Signed) Thos. J. Brather, P.J.

Subpoena ret'd Aug. 6, 1923. the within named R. Merle Cass not found in my bailiwick. So answers
H. B. Cutshall, Sheriff

Aug. 6, 1923 Alias subpoena in divorce issued, returnable to second Monday September, 1923.

Alias subpoena: Sept. 10, 1923. The within named R. Merle Cass not found in my bailiwick.
So answers H.B. Cutshall, Shff

Sept. 10, 1923. Order issued for Sheriff's proclamation; returnable to first Monday of November next. So answers H.B. Cutshall, Shff

And now, Nov. 5, 1923. Made proclamation in the above entitled case according to law, and caused the same to be published in the Lochbranton Times, a newspaper printed within my bailiwick, for four weeks successively prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached. So answers
H.B. Cutshall, Sheriff.

And now, April 7, 1924, W. J. McClintock, Esq. is appointed Master in this case. Per Curiam. (See paper filed) Com. issued.

May 6, 1924. Testimony and report of Master filed.

On Argument List for May Term, 1924 No. 8.

And now, May 29, 1924. On motion in open Court, leave granted to amend libel in this case, by striking therefrom the prayer for the custody of the child, Walter Wayne Cass. Per Curiam. (See paper filed)

July 7, 1924. After due consideration, a divorce is decreed as prayed and at cost of respondent; custody of Walter Cass awarded to libellant. Per Curiam

Decree:- And now to-wit, July 7, 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 Lucy H. Cass, be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Lucy H. Cass, the libellant, and the said R. Merle Cass, the respondent.

And that thereupon all and every the dignities, 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.

Continued on page 365.

Per Curiam.
Thos. J. Brather, P.J.
(See paper filed)

SEPTEMBER TERM, 1923

Donald L. Thompson 48	Agnes B. Leslie vs. James F. Leslie Issued July 2, 1923 7-12-23 # Tax & writ paid 2.00 Shff. Kutshall (paid) 2.85	Subpoena in Divorce. And now, July 2, 1923, subpoena awarded, Returnable to first Monday of August next. Signed Thos J. Brattan, President Judge. Subpoena returned: And now, August 4, 1923, Subpoena returned by order of plaintiff's attorney. So answers, H. B. Kutshall, Sheriff.

J. Berry Eckels

49

Cert. 2-8-26

Feb 1 1926 Rec'd Twenty dollars costs in this case from C.H. Thompson
V. L. Greeley Pro

Jan 19, 1926 Final account of C.H. Thompson Guardian of Maria Joslin filed showing Balance due estate of $6499.30 and notice issued to Tribune Republican that account would be Confirmed finally on Second monday of Feby next if no exceptions are filed in the meantime
Feby 3 1926 Proof of Publication of notice filed.

Petition of B.S. Russell for appointment of a Guardian of Maria Joslin, aged 81 years, a resident of Bonneauville, as a person of weak mind.

Entered July 2, 1923

Pro Greeley	5.00
Cert mailed	1.00
P.w.G. since	3.00
P.w.G. on acct	8.00
adv acct	3.00

July 2, 1923 Petition presented in open Court and filed. J.P.G.

And now, July 2, 1923, Upon presentation of the within petion and due consideration thereof it is ordered and decreed that a hearing be had on the first Monday of August, 1923, at 10 o'clock A.M., and that ten days written notice be given to the said Maria Joslin, personally. Per Curiam.

Aug. 6, 1923. Proof of notice to respondent filed.

Decree: And now, August 6, 1923,— This matter came on for hearing, and after receiving the evidence and testimony of witnesses, the Court being convinced of the truth of the matters set forth in the petition, it is ordered, adjudged and decreed that the said Maria Joslin is a person of weak mind and unable to take care of her property, and in consequence thereof, is liable to dissipate or lose the same and to become the victim of designing persons; and C. H. Thompson is appointed Guardian of her estate. Bond to be given in the sum of $6000.00, to be approved by the Court. (See paper filed) Per Curiam.

Aug. 6, 1923, Bond of C.H. Thompson, Guardian, with United States Fidelity and Guaranty Company as surety, in the sum of $6,000.00, approved by the Court and filed.

Sept. 10, 1923. Inventory of real and personal property by C.H. Thompson, Guardian of Maria Joslin, amounting to $10,396.68 filed.

Sur petition of Guardian: And now, Sept. 10, 1923, upon presentation of the within petition and due consideration of the same, it is ordered and decreed that the prayer of the petition is granted, and C.H. Thompson, Guardian, is authorized to expend the sum of $90.00 for clothing for Maria Joslin and $100.00 for repairs to the real estate, and to apply the sum of $65.00 per month to the support and maintenance of said Maria Joslin, as set forth in the petition, beginning August 14, 1923, and continuing until further order of the Court. Per Curiam. (See paper filed) Rule issued.

Dec. 24, 1923 On presentation of petition of guardian for increase of allowance for support of ward,— Rule to show cause granted and hearing set for First Monday of Feb. next at 10 o'clock A.M. Per Curiam. (See paper filed)

Jan. 5, 1925. On presentation of petition of Guardian in open Court, and due consideration of same, the prayer of the petition is granted, and C.H. Thompson, Guardian of Maria S. Joslin, is authorized to make the repairs to said real estate as set forth in the petition, and to expend for such purpose an amount not to exceed $200.00 from the funds of the estate in his hands. Per Curiam.
(See petition filed)

Thomas F. Thomas ✓

50

Petition of Isaac Frey for Inquisition in lunacy as to Anna M. Frey of Hayfield Township ✓
Entered July 2, 1923

Pro. Greeley	5.00
Comr McDonald	25.00
Shff. W. K. Mair	8.00
Jurors, use of Comr	18.00
Petitioners Counsel	20.00

July 2, 1923. Petition presented in open Court and filed. F. Trags. 96

And now, July 2, 1923, Earl McDonald Esq., is appointed Commissioner under prayer of petition, returnable to next term; six days notice of hearing to be given by said Commissioner to Anna M. Frey personally, and to other relatives named in petition by registered letter. Per Curiam.

Same day, Commission issued.

Aug. 10, 1923. Return of Inquisition filed. The Inquest find: That respondent is aged 69 years and upwards; that she has been a lunatic since June of this year and that she is now a lunatic and by reason of said lunacy is incapable of managing her estate and the said jurors upon their oaths aforesaid do further say that at the time of taking this inquisition the said Anna M. Frey is possessed of an undivided one half interest in a farm of about 50 acres in Hayfield Tp., Crawford County, Pa., worth between $1500. and $1600.; also $88. cash in the First National Bank of Conneautville, Pa., and an undivided one half interest in notes amounting to $280.; that the relatives of said Anna M. Frey are as follows: Isaac Frey, Conneautville, James Frey, Jamestown, N. Y., Reuben Frey, Kennedy, N. Y., Obed J. Frey, Platea, Pa., Jesse, Frey, Pont, Pa., brothers, and also the following sisters: Mrs. Sarah Carman, Pont, Erie County, Pa., and Mrs. Adaline Watson of Meadville, Pa. who are all the known relatives and next of kin of the said Anna M. Frey. (See Return filed.) (Indexed, Sum. Index)

And now, Sept. 10, 1923. The within report is hereby approved, and R. L. Gordon is appointed Committee of the said Anna M. Frey. Bond to be filed in the sum of $1500.00. Per Curiam.

Sur petition of Guardian to pay costs:

Now, Sept. 25, 1923, upon consideration of the foregoing petition, the Court does hereby approve the expenditures therein set forth, and does further order that the said Committee pay the record costs and witness fees in this proceeding, together with the fees of Thomas F. Thomas, the petitioners Counsel, which said attorney fees are hereby fixed at the sum of $20.00. Per Curiam. (See paper filed)

Sept. 24, 1923. Bond of R. L. Gordon, Committee, with Jack Gordon and Isaac Frey as sureties, in the sum of $1500.00, approved by the Court and filed.

Aug. 13, 1926. Final account of Guardian filed, and notice issued for publication returnable first Monday of Sept. next.

Final Account recorded in Account Docket No. 4, p. 79.

Recd Aug 13, 1926, of R. L. Gordon, Guardian the sum of Eight Hundred Seven and 70/100 ($807.70) Dollars, balance due on guardian's account.

R. L. Gordon
Executor Anna M. Frey
dec'd

Recd Nov 16, 1926, of Pro. Greeley $2.50 advertising.

Tribune Pub Co.
C W J

Leland J. Culbertson
51

J. E. Boszard, for dexter
Dex. Maffitt and Marian A. maffitt
Aug. 4, 1923.

Sept. 13, 1923 Received from Pltfs atty $7.05, being Rec. Boswell 50¢ Shff Cutshall $5.30 and Pro Greeley $1.25
V.L. Greeley, Pro.

Sept 14-1923 Rec'd of Pro Greeley $1.25 and 30¢ on Dollar
My Costs H.B. Cutshall ex-o Sheriff

Charles Meyler
vs
Dexter Maffitt and
Marian Maffitt
Issued July 2, 1923

Tax & writ (atty fid)	2.25
Rec. Boswell	.50
Shff. Cutshall	5.30
Pro. Greeley	1.25
Atty	3.00

Scire Facias sur Mortgage recorded in Mortgage Book No. 116, page 45; Returnable to first Monday of August next.

July 2, 1923. Plaintiff's statement, and affidavit of title filed.

Writ returned. Served the within writ on the within named Dexter Maffitt on July 9, 1923, by handing to him a true and attested copy of the writ, and making known to him the contents thereof. Served the within writ on Marian A. Maffitt, on July 9, 1923, by handing a true and attested copy of the writ to an adult member of her family, namely Dexter Maffitt, her father, and making contents of same known to him. So answers H.B. Cutshall, Shff

Aug. 6, 1923. On motion in open court, the time for filing an affidavit of defense in this case, is extended until Monday, Sept. 10, 1923. Per Curiam (See paper filed)

Rec'd from D.W. Maffitt $1.30/100 costs in the above case.
Sept. 13-1923.
Leland J. Culbertson Atty.

SEPTEMBER TERM, 1923

Leland J. Culbertson 52	Hiram M. Ralston vs. Dell O. Rhodes and Anna Rhodes Issued July 2, 1923 Tax & writ (Atty's fd) $2.25 Rec. Boswell .50 Shff. Critchfield (paid by Atty's) 6.30	Scire Facias sur Mortgage recorded in Mortgage Book No. 104, Page 241, Returnable to First Monday of August next. July 2, 1923, Plaintiff's statement and affidavit as to title to land, filed. Writ returned: Served the within writ on the within named Dell O. Rhodes and Anna Rhodes, his wife, by handing a true and attested copy of the writ to each of them and making known to them the contents thereof on July 5, 1923. So answers H. B. Critchfield, Shff.

J. A. Bolard 53	Borough of Bainbridge Springs vs Mildred M. Dubois, Grace Sitler, and W. R. Sitler, owners or reputed owners Issued July 2, 1923 # Tax & writ 12-22-23 paid 2.25 Shff. Sitler Paid 12/20-23 7.40	Of No. 1 September Term 1923 Scire Facias sur Municipal Mech. Lien Doc. filed May 28, 1923, and entered in Mechanics Lien Docket No. 5, page 600. Returnable sec. leg. Writ returned: Served the within writ by posting a true and attested copy of the within writ on the within described property in Bainbridge Springs, Ga., on July 6, 1923, Nihil habet as to Mildred M. Dubois, Grace Sitler and W. R. Sitler - not found in my bailiwick. So answers, H. B. Britshall, Sheriff.

SEPTEMBER TERM, 1923

J. A. Bolard 54	Borough of Cambridge Springs vs O. P. Andrews, Owner or reputed owner Issued July 2, 1923 12-22-23 # Tax & writ pd 2.25 Shff. Gutshall Paid 12/20/23 6.62	O. C. No. 4 Sept. Term, 1923 Mech. L. Doc. Sci. Facias sur Municipal Lien filed June 12, 1923, and entered in Mechanics Lien Docket No. 5, page 605; Returnable sec. leg. Writ returned: Served the within writ by posting a true and attested copy of the within described property on July 6, 1923; also, by registered letter, on the within named O. P. Andrews; Receipt of delivery of same is hereto attached. So answers, H. B. Gutshall, Shff.

January 28-1924. This claim is paid in full and I now satisfy and discharge same of record.

J. A. Bolard
Solicitor for Plff.

J A Boland

55

Borough of Cambridge Springs

vs

B W Blystone, owner or reputed owner

Issued July 2, 1923

Of No. 5 Sept. Term, 1923 Mech. Lien Doc

Sci Fa sur Municipal Lien filed June 12, 1923 and entered in Mechanics Lien Docket No. 5, page 606; Returnable sec. leg.

Writ returned: Served the within writ on the within named B. W. Blystone by handing to Mrs Lorene Drake, an adult member of his family, namely his daughter, on July 6, 1923, at Cambridge Springs, Pa., a true and attested copy of the within writ, and making contents of same known to her So answers,

A. B. Gutshall, Shff

Tax & writ 12-22-23	pd	2.25
Shff. Gutshall Paid 12/29/23		5.60
Pro. Greeley 12-22-23	pd	2.50
Atty		3.00
Pro. Greeley on lien Feb 8 '24		1.25

atty dictate fee paid J.A. Boland atty

And now, Aug. 2, 1923, On motion of plaintiffs solicitor, judgment is entered in favor of plaintiff and against defendant for want of an affidavit of defense, and liquidated at the sum of One hundred and forty-eight and 4/100 Dollars (See paper filed)

Debt # 148.04

Int. from July 30, 1923

Judgment

V. L. Greeley, Pro

Bl. p 84

July 7-1924. This lien and claim is fully paid and satisfied and same is satisfied and discharged from record

J A Boland atty for Plff

J. A. Boland

56

Borough of Bainbridge
Springs
vs.
B. W. Blystone, Owner
or reputed owner
Issued July 2, 1923

Tax & writ paid 2.25
Sheriff Butshall Paid 12/22/23 5.60
Pro. Greeley paid 2.50
Atty (Pd. Docket) 3.00
Pro. S. on Lien (Docket) 1.25

Of No. 6 September Term, 1923 Mch. Lien Docket
Scire Facias sur Municipal Lien,
filed June 12, 1923, and entered in
Mechanics Lien Docket No. 5, page 607
Returnable sec. leg.

Writ returned: Served the within writ on the within named B. W. Blystone, by handing to Mrs. Lorene Drake, an adult member of his family, namely, his daughter, on July 6, 1923, at Bainbridge Springs, Pa., a true and attested copy of the within writ, and making contents of same known to her.

So answers, R. B. Butshall, Shff.

And now, August 2, 1923, On motion of plaintiffs solicitor, 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 three and 89/100 Dollars. (See paper filed.)

Debt
Int. from July 30, 1923
Judgment

V. L. Greeley, Pro.

Bl. p. 84.

July 28-1924, This claim and judgt has been paid and satisfied in full and I now discharge same from record.

J. A. Boland
Solicitor for Plff Boro

J. A. Bolard

57

Borough of Cambridge Springs
vs.
Robert A. Benedick,
Owner or reputed owner
Issued, July 2, 1923

Jay & writ	12-22-23 paid	2.25
Shff. Pritchall	Paid 12/20/23	5.60
Pro. Greeley	12-22-23 pd	2.50
Atty		3.00
Pro. Fs. on lien (pltff. pd)		1.25

Of No. 7 Sept. Term, 1923, Mech. Lien
Scire Facias sur Municipal Lien
filed June 12, 1923, and entered in
Mechanics Lien Doc. 5, page 608,
Returnable sec. leg.

Writ returned: Served the within writ on the within named Robert A. Benedict on July 6, 1923, at No. 558 South Main Street, Cambridge Springs, 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. J. Pritchall, Sheriff.

And now, August 2, 1923, On motion of plaintiffs solicitor, judgment is entered in favor of plaintiff and against defendant, for want of an affidavit of defence, and liquidated at the sum of Three hundred and 3/100 Dollars, (See paper filed)

Debt $300.03
Int. from July 30, 1923
Judgment-
W. L. Greeley, Pro

Be. p. 96.

April 18 1927 Satisfied of record
See Mech Lien docket

SEPTEMBER TERM, 1923

J. A. Boland 5.8	Borough of Cambridge Springs vs Dr Harry Goehring and J. Z. Levy, Owners or reputed owners. Issued July 2, 1923 Tax + writ 12-22-23 paid 2.25 Shff. Kutchall Paid 12/20/23 7.52	Of No. 8 Sept. Term, 1923 Med. Doc Sire Facias sur Municipal Lien filed June 12, 1923, and entered in Mechanics' Lien Docket No. 5, page 609 Returnable sec. leg. Writ returned: Served the within writ by posting a true and attested copy thereof on the within described property on July 6, 1923; also, by registered letter on the within named J. Z. Levy. Receipt of delivery of same is hereto attached. Nihil habet as to Dr. Harry Goehring - not found in my bailiwick. So answers H. B. Kutchall, Shff. May 5 - 1924. This judgt and lien is paid in full and I hereby satisfy same and discharge same from record J. A. Boland atty for Pltff

J. A. Bolard

59

Borough of Cambridge Springs

vs.

F. O. Hood, owner or reputed owner

Issued July 2, 1923

Tax & writ	paid 12-22-23	2.25
Shff Crutshall	Paid 12-22-23	5.60
Pro. Greeley	paid 12-22-23	2.50
Atty		3.00
Pro. Fs. on Lien (Jdgt. Fd)		1.25

No. 9 Sept Term, 1923 Mech. Lien Doc.

Scire Facias sur Municipal Lien filed June 12, 1923, and entered in Mech. Lien Doc. No. 5, page 610,

Returnable sec. leg.

Writ returned: Served the within writ on the within named F. O. Hood on July 6, 1923, at his store on Main Street, Cambridge Springs, 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. Crutshall, Sheriff

And now, Aug. 2, 1923, On motion of plaintiff's solicitor judgment is entered in favor of plaintiff and against defendant, for want of an affidavit of defense, and liquidated at the sum of One hundred seventy-seven and 64/100 Dollars. (See paper filed)

Debt $177.64

Int. from July 30, 1923

Judgment.

D. E. Greeley, Pro

No. page 117.

SEPTEMBER TERM, 1923

J. A. Boland

60

Borough of Lambridge Springs

vs.

J. A. Logan, Owner or reputed owner

Issued July 2, 1923

12-22-23 #

Tax & writ paid 2.25

Shff Butchall Paid 12/20/23 5.60

12-22-23

Pro Greeley paid 2.50

Atty 3.00

Pro. fs. on Lien (pffs pd) 1.25

Sat Pd .20

Of No. 10 Sept. Term, 1923, Mech. Docket. Scire Facias sur Municipal Lien filed June 12, 1923, and entered in Mechanics Lien Docket No. 5, page 611.

Returnable sec. leg.

Writ returned. Served the within writ on the within named J. A. Logan on July 6, 1923, at his office on Main Street, Lambridge Springs, 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. Butchall, Sheriff.

And now, August 2, 1923, On motion of plaintiff's solicitor, judgment is entered in favor of plaintiff and against defendant, for want of an affidavit of defence, and liquidated at the sum of Two hundred ninety-six and 7/100 Dollars.

(See paper filed)

L. page 107.

Debt $296.07

Int. from July 30, 1923

Judgment

V. L. Greeley, Prothy.

Nov 14-1923 This claim has been fully paid by J A Logan defendant and same is now satisfied and discharged of record

J. A. Boland atty for Pffs

J. A. Boland

61

Borough of Cambridge Springs

vs.

Marguerite B. McClintock,
Owner or reputed owner
Issued July 2, 1923

Jay & writ	12-22-23 paid	# 2.25
Shff. Leutshall	paid 12/20/23	5.60
Pro. Greeley	paid 12-22-23	2.50
Atty		3.00
Pro. Fs. on Lien (ph/fd)		1.25

Of No. 11 Sept. Term, 1923. Mech. L. Doc.

Scire Facias sur Municipal Lien filed June 12, 1923, and entered in Mech. Lien Doc. No. 5 page 612.

Returnable sec. leg.

"And now, July 10, 1923, We hereby accept service of the within writ for Marguerite B. McClintock, to have the same force and effect as if personally served on her, and none other." Signed John O. & Walter J. McClintock.

"Writ returned: Served the within writ on John O. & Walter J. McClintock, attorneys, who accepted service for the within named Marguerite B. McClintock, by handing to them a true and attested copy of the within writ, on July 10, 1923.

So answers, A. B. Leutshall, Sheriff.

Aug. 2, 1923. On motion of plaintiff's solicitor, judgment is entered in favor of plaintiff and against defendant, for want of an affidavit of defence, and said judgment is liquidated at the sum of Three hundred ninety-nine 69/100 Dollars. (See paper filed)

Debt # 399.69
Int. from July 30, 1923.
Judgment
V. L. Greeley, Prothy.

Mc page 135.

J. A. Bolard

62

Borough of Cambridge Springs

vs

Mrs. H. A. Nichols,

Owner or reputed owner.

Issued July 2, 1923

Jay & writ 12-22-23 paid #	2.25
Shff. Butshall Paid 12/20/23	5.60
Shff. Butshall - alias	19.50
Pro. Greeley	3.50
Atty	3.00
Pltff. on lien	1.25

No. 12 Sept. Term, 1923, Mech. Lien. Scire Facias sur Municipal Lien filed June 12, 1923, and entered in Mechanics Lien Docket No. 5, page 619. Returnable sec. leg.

Writ returned: Served the within writ by posting a true and attested copy thereof on the within described property in Cambridge Springs, Pa. on July 6, 1923. Nihil habet as to Mrs. H. A. Nichols - not found in my bailiwick.

So answers H. B. Butshall, Sheriff.

Aug. 1, 1924. Alias Sci. Fa. issued, returnable to next term.

Alias writ returned: Served the within alias Sci. Fa. sur Municipal Lien, by posting a true and attested copy of the within writ on the within named property in the Borough of Cambridge Springs, Pa., on Aug. 12, 1924; Also, by advertising the same in the Enterprise News, a newspaper printed within my bailiwick (Crawford County) for three successive weeks, as per proof of publication hereto attached. So ans. H. B. Butshall, Shff.

Additional return, Oct. 13, 1924: Served the within writ on the within named Mrs. H. A. Nichols on Sept. 29, 1924, at 311 West College Street, Meadville, Pa., by handing to her a true and attested copy of the writ, and making known to her the contents thereof.

So answers H. B. Butshall, Sheriff.

And now, Oct. 15, 1924. Upon praecipe of plaintiffs Atty judgment is entered in favor of plaintiff borough and against Mrs. H. A. Nichols for want of an affidavit of defense and same liquidated at the sum of One hundred fifty-seven Dollars and sixty-six cents #

(See paper filed)

Debt 157.66

Int. from Oct. 15, 1924

Judgment.

V. L. Greeley, Prothy.

N. page 75.

Lev. Fac. to No. 45 Nov. Term, 1924.

J. A. Boland

63

Borough of Cambridge Springs
vs.
G. W. Peters, owner
or reputed owner
Issued July 2, 1923

Tax & work 12-22-23 paid 2.25
Shff Kutchall, 12/20/23 Paid 5.60
Pro. Greeley 12-22-23 paid 2.50
Atty 3.00
Pro. Greeley on lien (July 24) 1.25
Sat pd 20

Of No. 13 Sept. Term, 1923. Mech. L. D.
Scire Facias sur Municipal Lien
filed June 12, 1923 and entered in
Mech. Lien Doc. No. 5, page 614,
Returnable sec. leg.
Writ returned: Served the within writ on the within named G. W. Peters, on July 6, 1923, by handing to his wife, at their residence on Church Street, Cambridge Springs, Pa., a true and attested copy of the within writ, and making contents of same known to her. So answers
W. B. Kutchall, Shff

Now July 27, 1923. On motion of plaintiff's solicitor, judgment is entered against defendant and in favor of plaintiff by reason of default on part of defendant in not appearing or answering, and liquidated at the sum of One hundred forty-eight Dollars. (See Rule Doc. 12, page 582)
Debt
Int. from July 27, 1923.
B. page 27.
Judgment
V. L. Greeley, Prothy

August 16-1923. This judgmt is fully paid and satisfied.
Boro of Cambridge Springs Pa
By J. A. Boland, Solicitor

SEPTEMBER TERM, 1923

J. A. Boland

64

Borough of Cambridge Springs

vs.

L. G. Parkhurst, owner or reputed owner.

Issued July 2, 1923

12-22-23 #
Tax & writ paid 2.25
Shff Butshall Paid 12/20/23 5.60
12-22-23
Pro Greeley paid 2.50
Atty 3.00
Pro. Greeley on lien (Paid) 1.25
Set .20

dated at the sum of Four hundred ten and 15/100 Dollars.

(See paper filed.)

P. page 189.

Nov 8-1923 Rec'd $ 3.00 Deduct fee. J.A. Boland

Def'd No. 14 Sept. Term, 1923 Mech. Lien

Sire Facias sur Municipal Lien filed June 12, 1923, and entered in Mechanics Lien Docket No. 5, page 615

Returnable sec. leg.

Writ returned: Served the within writ on the within named L. G. Parkhurst on July 6, 1923, at 215 Prospect Street, Cambridge Springs, 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, Sheriff.

And now, August 2, 1923. On motion of plaintiff's solicitor, 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 ten and 15/100 Dollars.

Debt $410.15

Int. from July 30, 1923

Judgment

V. L. Greeley, Prothy.

Nov 8-1923, This judgment is fully paid and satisfied, debt, interest and costs.

J. A. Boland
atty for Pltff

J. A. Boland

65

May 5-1924, Rec'd & Rec. 3.00 docket fee J. A. Boland

Borough of Lambridge Springs
vs
Miss Martha Root, Owner or reputed Owner

Issued July 2, 1923

Tax & writ	12-22-23 paid	2.25
Shff. Butshall	Paid 12/20/23	5.60
Pro. Greeley	12-22-23 paid	2.50
Atty		3.00
Plff. on Lien		1.25

Of No. 15 Sept. Term, 1923. Mech. Lien. Scire Facias sur Municipal Lien filed June 12, 1923 and entered in Mechanics Lien Docket No. 5, page 616. Returnable Sec. leg.

Writ returned: Served the within writ on Miss Martha Root on July 10, 1923 by handing to S. E. Hart, who accepted service for her, a true and attested copy of the within writ and making contents of same known to him, at the Masonic Building, Meadville, Pa. So answers,

A. B. Butshall, Sheriff

And now, Nov. 21, 1923. On motion of plaintiff's attorney, judgment is entered in favor of plaintiff against defendant, for want of an affidavit of defense and liquidated at the sum of Three Hundred nineteen Dollars and Eleven cents. (See paper filed)

Atty com. included, #14.78

Debt #319.11

Int. from Nov. 20, 1923

Judgment

vs. Greeley, Prothy.

R. page 178.

May 5-1924, This Judgment has been paid in full and I hereby satisfy and discharge same from record.

J. A. Boland
Atty for Plff.

SEPTEMBER TERM, 1923

J. A. Boland

66

Borough of Bainbridge Springs

vs

Mrs. Blanche Root, Owner or reputed owner

Issued July 2, 1923

	#	
Jay + writ	12-22-23 paid	2.25
Shff. Brotzhall	12/20/23 Paid	5.60
Bro. Greeley	12-22-23 paid	2.50
Atty		3.00
Bro. Gs. on Lien	(Paid)	1.25
Sat	pd	.20
		14.80

Nov 12-1923. Rec'd from Dft 3.00 debt &c. Ja Boland atty

Def No. 16 Sept. Term, 1923. Mech. Lien. Sci. Fa. sur Municipal Lien filed June 12, 1923, and entered in Mechanics Lien Docket No. 5, page 617. Returnable sec. leg.

Writ returned: Served the within writ on the within named Mrs. Blanche Root on July 6, 1923, at her residence on Church Street, Bainbridge Springs, 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. Brotzhall, Shff.

And now, August 2, 1923. On motion of plaintiff's solicitor, judgment is entered in favor of plaintiff and against defendant for want of an affidavit of defense, and liquidated at the sum of One hundred forty-eight and 4/100 Dollars.

(See paper filed)

R. page 178.

	#
Debt	148.04

Int. from July 30, 1923

Judgment

V. L. Greeley, Pro.

Nov 12-1923. This case is now fully paid and I now satisfy same & record

Ja. Boland atty for Plff.

J. A. Boland

67

Borough of Cambridge Springs
vs
E. Rodebaugh,
T. J. Root Estate and Clarence Root, owners or reputed owners.
Issued, July 2, 1923

Tax	12-22-23	2.25
Shff. Brutshall	paid 12/20/23	6.50
Pro. Greeley	12-22-23 paid	2.50
Atty		3.00
Pro. Greeley on lien	July pd	1.25
Release	paid	3.50

Of No. 17 Sept. Term, 1923, Mech. Lien Doc.
Scire Facias sur Municipal Lien filed June 12, 1923 and entered in Mechanics Lien Docket No. 5, page 618.
Returnable sec. leg.

Writ returned: Served the within writ on the within named E. Rodebaugh, on July 6, 1923, in Cambridge Township, Pa., by handing to him a true and attested copy of the within writ, and making known to him the contents of same; also, served the within writ on the within named Clarence Root, on July 6, 1923, by handing to an adult member of his family, namely, his wife, Donna Root, at 566 South Main Street, Cambridge Springs, Pa., a true and attested copy of the within writ, and making contents of same known to her

So answers, H. B. Brutshall, Sheriff.

Now, July 27, 1923, On motion of plaintiff's solicitor, judgment is entered against defendants and in favor of plaintiff, by default of an appearance or answer, and same liquidated at the sum of Eleven hundred Seventy and 42/100 Dollars. (See Rule Doc. 12, page 581)

Debt $1170.42
Int. from July 27, 1923
Judgment

R. pages 178, 178, 178.

V. L. Greeley, Prothy.

August 15-1923, For value received, the receipt whereof is hereby acknowledged, I do hereby assign, sell and set over to E. Green of Cambridge Springs Pa, his heirs and assigns, the above stated judgment, debt, interest and costs, Except the collection fee of $20.00 which has been remitted = Boro of Cambridge Springs Pa
By J. A. Boland
Solicitor

March 9, 1927, Received satisfaction in full of above judgment and lien, debt, interest and costs.
E. Green

SEPTEMBER TERM, 1923

J. A. Boland

68

Nov 8-1923. Rec'd $ 2.25 3cc docket fee J a Boland

Borough of Bainbridge Springs

vs

Burnham Sherwood

Owner or reputed owner

Issued July 2, 1923

Tax + writ	12-22-23 paid	2.25
Shff. Batchall	12/20/23	5.60
Pro. Greeley	12-22-23 paid	2.50
Atty		3.00
Pro. G. on lien (Upset)		1.25
Sat @ 1		14.26 Sat

Of No. 18 Sept. Term, 1923 Mech. Lien.

Scire Facias sur Municipal Lien filed June 12, 1923, and entered in Mechanics Lien Doc. No. 5, page 619

Returnable sec. leg.

Writ returned: Served the within writ on the within named Burnham Sherwood on July 6, 1923, at #136 Spring Street, Bainbridge Springs, 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. Batchall, Sheriff

And now, August 2, 1923, On motion of plaintiffs solicitor, judgment is entered in favor of plaintiff and against defendant, for want of an affidavit of defense, and liquidated at the sum of One hundred forty-eight and 4/100 Dollars. (See paper filed)

Debt $148.04

Int. from July 30, 1923

Judgment.

W. L. Greeley, Pro.

Sh. page 145.

Nov 8-1923. This judgmt is paid in full debt, intrst & cost $138.14, J. a Boland atty for Plff

J. A. Boland

69

Borough of Bambridge Springs

vs

Rev. L. F. Taylor,
Owner or reputed Owner

Issued July 2, 1923

Jas. t writ	12-22-23 paid	2.25
Shff. Southall	Paid 12/20/23	6.62
Shff. Southall-alias		20.10
Pro. Greeley		3.50
Atty		3.00
Rff. on lien		1.25

Of No. 19 Sept. Term, 1923 Mech. L. Doc.

Scire Facias sur Municipal Lien filed June 12, 1923, and entered in Mechanics Lien Doc. No. 5, page 620.

Returnable sec. leg.

Writ returned: Served the within writ by posting a true and attested copy thereof on the within described property on July 6, 1923, in Bambridge Springs, Pa. Also, by registered letter on July 10, 1923. Receipt of same is hereto attached. So answers,

A. B. Southall, Shff.

July 24, 1924. Alias Sci. Fa. issued, returnable to next term.

Alias writ returned: Served the within Alias Sci. Fa. sur Municipal Lien by posting a true and attested copy of the within [Alias Sci. Fa. sur] Lien on the within named property, in the Borough of Bambridge Springs, Pa., on August 12, 1924; also, by advertising the same in the Enterprise News, a newspaper printed within my bailiwick (Crawford County), for three successive weeks, as per proof of publication hereto attached. Paid by Rev. L. F. Taylor. So answers A. B. Southall, Sheriff

And now, Oct. 15, 1924, On motion of plaintiffs attorney, judgment is entered in favor of plaintiff Borough and against Rev. L. F. Taylor, for want of an affidavit of defense, and same liquidated at the sum of Eight hundred seventy-four Dollars and ninety-five cents. (See paper filed)

Debt $874.95

Int. from Oct. 15, 1924

Judgment.

V. L. Greeley, Prothy.

J. p. 111

Lev. Fac. to No. 46 Nov. Term, 1924

SEPTEMBER TERM, 1923

J. A. Bolard

vs.

Borough of Bambridge Springs

vs.

Rev. L. F. Taylor, owner or reputed owner.

Issued July 2, 1923

Tax & work 12-22-23 paid	2.25
Shff. Kutshall 12/20/23 Paid	6.62
Shff. Kutshall - alias	20.10
Pro. Greeley	3.50
Atty	3.00
Shff. on lien	1.25

Of No. 20 Sept. Term, 1923, Mech. L. D.

Scire Facias sur Municipal Lien filed June 12, 1923, and entered in Mechanics Lien Docket No. 5, page 621, Returnable sec. leg.

Writ returned: Served the within writ by posting a true and attested copy thereof on the within described property, on July 6, 1923, in Bambridge Springs, Pa.; also, by registered letter on July 10, 1923. Receipt of same is hereto attached. Delivery receipt on writ, by Sept. Term, 1923.

So answers H. B. Kutshall, Shff.

July 24, 1924. Alias Sci. Fa. issued, returnable to next term.

Alias writ returned:

Served the within Alias Sci. Fa. sur Municipal Lien, by posting a true and attested copy of the within Alias Sci. Fa. sur Lien on the within named property in the Borough of Bambridge Springs, Pa., on August 12, 1924. Also, by advertising the same in the Enterprise News, a newspaper printed within my bailiwick (Crawford County), for three successive weeks, as per proof of publication hereto attached. Nihil habet as to Rev. L. F. Taylor.

So answers H. B. Kutshall, Sheriff.

And now, Oct. 15, 1924. Upon praecipe of plaintiff's attorney, judgment is entered in favor of plaintiff borough and against Rev. L. F. Taylor, for want of an affidavit of defense, and same liquidated at the sum of One hundred fifty-seven and 66/100 Dollars. (See paper filed)

Debt $157.66

Int. from Oct. 15, 1924

Judgment

V. E. Greeley,

J. page 111

Lev. Fac. to No. 47. Nov. Term, 1924.

J. A. Boland

71

Borough of Cambridge Springs
vs
Mrs. E. J. Thomas,
Owner or reputed owner
Issued July 2, 1923

Tax & writ	(12-22-23 #) paid	2.25
Shff. Britshall	Paid 12/22/23	5.60
Pro. Greeley	(12-22-23) paid	2.50
Atty		3.00
Pro. S. on Lien	(not paid)	1.25

Of No. 21 September Term, 1923 Mech. Lien Docket

Scire Facias sur Municipal Lien filed June 12, 1923 and entered in Mechanics Lien Doc. No. 5, page 622

Returnable sec. leg.

Writ returned: Served the within writ on the within named Mrs. E. J. Thomas, by handing to Frank O. Hood, an adult member of the family, on July 6, 1923, a true and attested copy of the within writ, and making contents of same known to him. So answers,

W. B. Britshall, Sheriff

And now, August 2, 1923, On motion of plaintiffs solicitor, judgment is entered in favor of plaintiff and against defendant, for want of an affidavit of defense, and said judgment is liquidated at the sum of One hundred forty-eight and 4/100 Dollars. (See paper filed)

Debt $148.04

Int. from July 30, 1923

Judgment

V. L. Greeley, Prothy.

T. page 110.

Sept. 6, 1928 This lien satisfied (See paper filed)

order for mandate
J. A. Boland Esq.

SEPTEMBER TERM, 1923

72	A. J. McElwee vs. William J. Gourley Entered July 5, 1923 # Pro. Greeley (Plff.-pd) 2.25	Of No. 230 May 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 deft. 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 One Hundred sixty-four and 50/100 Dollars being the amount of debt, interest and costs now due on the original judgment. Debt #164.50 Int. from May 2, 1923. G. page 165 Judgment. V. G. Greeley, Prothy July 2, 1923 Amicable Sci. Fa. to No. 61 Sept. Term, 1928

O Clare Kent vs	C. J. Benner vs. W. O Benner Entered July 7, 1923 Pro. Greeley, (paid by Deft.) 2.25 Atty (paid by Deft) 3.00	Of No. 238 May Term, 1918 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 Sixteen hundred seven and 70/100 Dollars, being the amount of debt, interest to July 7, 1923, and costs now due on the original judgment. Debt #1607.70 Int. from July 7, 1923 Judgment V. L. Greeley, Pro. Be. page 157.

July 12, 1926 For value received the receipt of which I hereby acknowledge, I hereby assign, transfer and set over this judgment, debt, interest and costs unto Angie Benner of Daegertown, Pa.

C J Benner

SEPTEMBER TERM, 1923

O. Clare Kent

74

Maud L. Steel, for use of Jesse R Minnick

vs.

W. B. Benner and

L. J. Benner

Entered July 7, 1923

Pro. Greeley (pd by Deft) $ 2.25

Atty (paid by Deft) 3.00

Of No. 239 May Term, 1918

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, and duly so returned, and that a judgment be entered thereon in favor of the plaintiff and against the defendants for the sum of Twelve hundred forty-nine and 22/100 Dollars, being the amount of debt, interest to July 7, 1923 and costs now due on the original judgment.

Debt $1249.22

Int. from July 7, 1923

Judgment.

V. L. Greeley, Pro.

Be. pages 157 & 39.

July 27th 1926 For value received, receipt of which I hereby acknowledge, I hereby sell, assign, transfer and set over unto Angie Benner of Saegertown, Pa. this judgment, debt, interest and costs.

Jesse R. Minnick

Ottio Kohler
75

Nov 20 1923 Rec'd of Deff by atty Twenty one and 45/100 Dollars Shff and Prothys costs
V. L. Greeley Pro

Nov 20 1923
Received $1.15 in full of costs from Pro. Greeley
H B Cutshall Sheriff

Jennie E. Thompson
vs
Charles C. Thompson
Issued July 7, 1923

Jay & writ (Atty pd)	2.00
Shff Cutshall	1.85
Shff Cutshall on alias	3.50
Shff Cutshall on proc	6.25
Master Northam pd	25.00
Pro Greeley	9.85
atty	3.00

Subpoena in Divorce
And now, July 6, 1923, subpoena awarded. Returnable to first Monday of August, 1923.
(Signed) Thos. J. Brather, P. J.

Subpoena ret'd. Aug. 6, 1923 the within named Charles C. Thompson not found in my bailiwick. So answers
H. B. Cutshall, Sheriff

Aug. 8, 1923 Alias subpoena in divorce issued, returnable to next term.

Alias subpoena returned: Sept. 10, 1923 the within named Charles C. Thompson not found in my bailiwick
So answers, H. B. Cutshall, Sheriff

Sept. 19, 1923. Order for proclamation issued returnable to first Monday of November next.

Nov. 5, 1923. 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.

And now, Nov. 5, 1923 John A. Northam, Esq., is hereby appointed Master. By Hon. Thos. J. Brather, P. J. (See paper filed)

Nov. 13, 1923 Testimony and report of Master filed.

On Arg. List for Nov. Term, 1923. 18. 18.

Jan. 18, 1924 After due consideration, a divorce is decreed as prayed, and at cost of respondent. Per Curiam.

Decree: And now, to-wit Jan. 18, 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 Jennie E. Thompson be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Jennie E. Thompson the libellant and the said Charles C. 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.

(See paper filed) Per Curiam

Leland J. Culbertson
76

Ned Irving Smith
vs.
Maude R. Smith
Issued July 7, 1923

Tax & writ (Atty's pd)	#	2.00
Shff. Cutshall		3.50
W. B. Best Master (Paid)		25.00
Pro. Greeley		7.85
Atty		3.00

Subpoena in Divorce
And now, July 7, 1923, subpoena awarded, Returnable to first Monday of August next.
(Signed) Thos. J. Brather, P. J.
Subpoena returned: Served the within Subpoena in Divorce on the Respondent on July 11, 1923, 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. Cutshall, Shff.
And now, Aug. 6, 1923 W. B. Best Esq. is appointed Master in this case by Hon. Thos. J. Brather, P. J. (no paper filed) com. issued
Sept. 11, 1923. Testimony and report of Master filed.
On Arg. List for Sep. Term, 1923, No. 32.

Oct 3 1923 Rec'd of Deff by atty Eleven + 35/100 Dollars Shff + Prothys costs
U. L. Greeley Pro

Oct 3rd 1923 Rec'd of Pro. Greeley Three + 50/100 Dollars Emy Costs
H. B. Cutshall
O.S.P. Sheriff

Oct. 4, 1923 After due consideration, a divorce is decreed as prayed. Per Curiam

Decree 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 Ned Irving Smith be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between him, the said Ned Irving Smith the libellant and the said Maude R. Smith, 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 he had never been married. The said respondent shall not marry the said Carl Trida during the lifetime of the said libellant, Ned Irving Smith.

(See paper filed) Per Curiam

W. J. Sirdevan
77

Norris Albert Hunt
vs.
Ellen Elizabeth Hunt
Issued July 7, 1923

Jas. Frost (Atty. fee)	2.00
W. J. McKenzie on sub (paid by Lib)	1.80
Bro. Greeley (paid Sept 3/23)	7.85
Atty	3.00
A. R. Thompson, Master (not yet paid)	25.00

Subpoena in Divorce
And now, July 6, 1923, subpoena awarded, Returnable 1st Monday of August, 1923.
(Signed) Thos. J. Prather, P. J.

Subpoena returned: On the 11th day of July, 1923, in the Township of Oil Creek, Crawford County, Pa., personally served the within subpoena on Ellen Elizabeth Hunt, the respondent, by delivering to and leaving with her a true and attested copy thereof, and at the same time exhibiting to and making known to her the contents thereof. So answers
W. J. McKenzie, (Constable)

And now, Aug. 6, 1923 Arthur Thompson is appointed Master in this case by Hon. Thos. J. Prather, P. J. (see paper filed) com. issued.

Sept. 14, 1923. Testimony and Report of Master filed.

On Argument List for Sept. Term, 1923, No. 33.

Oct. 4, 1923. After due consideration, a divorce is decreed as prayed, and at cost of libellant. Per Curiam.

Decree. 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 Norris Albert Hunt be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him the said Norris Albert Hunt the libellant, and the said Ellen Elizabeth Hunt 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 he had never been married. The said respondent shall not marry the said William Blair during the lifetime of the said libellant, Norris Albert Hunt

(See paper filed) Per Curiam

W. J. Sinderman
78

Nov 15 1923 Rec'd by Pff by atty Nineteen and 80/100 Dollars Shff + Prothys costs
V. L. Greeley Pro.

Nov 15-1923
Rec'd of Pro Greeley Nine + 85/100 Dollars in my costs
H B Cutshall
o/s/p Sheriff

Edna Pearl Smith
vs.
William Merle Smith
Issued July 7, 1923

Tax + writ (Atty fee)	2.00
Shff. Cutshall	1.85
Shff. Cutshall on alias	1.85
Shff. Cutshall on pro	6.25
Master - paid -	25.00
Pro Greeley	9.85
atty	3.00

Subpoena in Divorce and for custody of the three children of the parties, to wit, Della Lavina Smith, Myrtle Viola Smith and Lillian May Smith.
And now July 6, 1923, Subpoena awarded, returnable first Monday of August, 1923.
(Signed) Thos. J. Brather, P.J.
Subpoena returned: Aug. 6, 1923, the within named respondent, William Merle Smith, is not found in my bailiwick.
So answers, H.B. Cutshall, Sheriff.
Sept. 1, 1923 Alias subpoena in divorce issued, returnable to first Monday of October next.
Alias Subpoena returned: Oct. 1, 1923, The within named William Merle Smith not found in my bailiwick.
So answers H.B. Cutshall, Shff.

Oct. 5, 1923. Order issued for publication of Sheriffs proclamation, returnable to first Monday of Nov. next.
And now, Nov. 5, 1923. Made proclamation in the above entitled case according to law, and caused the same to be published in the Coatesville 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, Nov. 5, 1923 Arthur R. Thompson, Esq., is appointed Master in this case. By Hon. Thos. J. Brather, P.J. (See paper filed)
Nov. 15, 1923. Testimony and report of Master filed.
On Apgt. List for Nov. Term, 1923. No. 19.
Jan. 18, 1924 Continued to next argument list, and libellant directed to be in Court at said hearing. Per Curiam.
On Argument List for Feb. Term, 1924, No. 23.
Feb. 25, 1924. After due consideration, a divorce is decreed as prayed and at cost of respondent; and custody of children awarded to libellant; and respondent is prohibited from marriage with Hessie Shannon, during the lifetime of libellant. Per Curiam. (See Masters report)
Decree And now, to-wit Feb. 25, A.D. 1924 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 Edna Pearl Smith be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Edna Pearl Smith, the libellant, and the said William Merle Smith 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 respondent William Merle Smith is prohibited from marriage with Hessie Shannon during the lifetime of the libellant, Edna Pearl Smith; And it is further ordered that the custody of the children of said parties, to wit, Della Lavina Smith, Myrtle Viola Smith and Lillian May Smith, be and the same is hereby awarded to the libellant, said Edna Pearl Smith.
Per Curiam

Record continued on margin

J. Berry Eckels 79	In the Matter of the Incorporation of "Fellows Club", of Connellsville Entered July 9, 1923 Pro. Greeley 3.00	July 9, 1923 Certificate for incorporation filed. Aug 6, 1923 Proof of publication of notice of application filed. Decree: And now, to-wit Aug 6, 1923 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 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 the 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

J. D. Roberts
80

Alice Vogan
vs.
Lorenzo Vogan
Entered July 7, 1923
Pro. Greeley (paid by Deft.) 2.25

Of No. 242 May 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 defendant by the Sheriff of said county and duly so returned, and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Nine Hundred fifty Dollars, with interest from July 10, 1923, being the amount of debt interest and costs now due on the original judgment.

	$
Debt	950.00
Int. from July 10, 1923	

Judgment.
V. L. Greeley, Pro.

V. page 25.

May 28 1927 Rec'd satisfaction in full debt interest and costs on above judgment

Alice Vogan

J. Berry Eckels

81

Feby 12 1925 Rec'd of C. H. Thompson Guardian Thirteen Dollars as costs
V. L. Greeley Pro

Petition of Orphy Richardson for appointment of a Guardian of Henry Cole, of Spring Borough, aged 83 years
Entered July 9, 1923

Pro. Greeley 6.00
Cro 9 since 7.00

July 9, 1923 Petition presented to Hon. Thos. J. Prather, P. J. and filed.
C. Page 67.

And now July 9, 1923 Upon presentation of the within petition and due consideration thereof, it is ordered and decreed that a hearing be had on the 6th day of August, 1923, at ten o'clock A. M., and that ten days' written notice be given to Henry Cole, Nellie Williams and Mary Foust personally and to Denny White and Henry Cole, Jr., by registered mail. Per Curiam.
(Signed) Thos. J. Prather, P. J.

Decree. And now Aug. 6, 1923, this matter came on for hearing and, after receiving the evidence and testimony of witnesses, the Court being convinced of the truth of the matters set forth in the petition it is Ordered, Adjudged and Decreed that the said Henry Cole is a person of weak mind and unable to take care of his property, and in consequence thereof, is liable to dissipate and lose the same and to become the victim of designing persons, and C. H. Thompson is appointed Guardian of his estate. Security to be given in the sum of $500.00 to be approved by the Court.
Per Curiam

And now Aug. 6, 1923 the bond of C. H. Thompson, Guardian with the United States Fidelity & Guaranty Co of Baltimore Md. in the sum of Five Hundred ($500) Dollars approved by the Court and filed. Per Curiam

Sept. 10, 1923. Inventory of ~~real and~~ personal property by C. H. Thompson, Guardian of Henry Cole, amounting to $144.00 filed.

Sur petition of Guardian: And now, Sept. 10, 1923, upon presentation of the within petition and due consideration of the same, it is ordered and decreed that the said C. H. Thompson, Guardian of Henry Cole, be and hereby is authorized and empowered to expend from the personal estate of said Henry Cole the sum of $29.50 for clothing heretofore purchased by said Guardian for said Henry Cole, and the sum of $55.00 per month for the support care and maintenance of said Henry Cole, from June 1, 1923, until the further order of the Court. Per Curiam. (See paper filed) Copy issued.

Sept. 27, 1923. Additional bond of C. H. Thompson, Guardian, with U.S. Fidelity & Guaranty Co. as surety, in the sum of $1250.00, approved by the Court and filed.

W. J. Sisleran 82	Stanley Romanowski vs. Paul Bessaraba, defendant, and Peter B. Jarr, Alderman, of Titusville, Pa., Garnishee. Issued July 10, 1923 $ Taxt writ 2.50 Shff. Kutshall 15.30	Of No. 236 May Term, 1923 Attachment Execution, Returnable to the First Monday of August next. To attach all and singular the goods and chattels, rights and credits, moneys and property of the deft. in whose hands the same may be, and especially in the hands of Peter B. Jarr, Alderman, Titusville, Pa., and to summon him as garnishee. Writ returned: Served the within writ on the within named Paul Bessaraba, on July 13, 1923, by handing a true and attested copy of the writ to an adult member of his family, namely Anna Bessaraba, his wife, and making contents of same known to her. Served a true and attested copy of this writ on Peter B. Jarr, alderman, garnishee on July 13, 1923, by handing to him a true and attested copy thereof and making contents of same known to him. So answers, A. B. Kutshall, Sheriff.

July 24, 1923. Interrogatories to Garnishee filed.

Same day, Rule on Garnishee to answer on or before Aug. 17, 1923, or judgment acc. reg.

Same day, Certified copy of interrogatories and rule, issued.

Aug. 16, 1923 Answers of Garnishee to Interrogatories filed.

And now, Sept. 10, 1923 On motion in open court Rule granted upon deft. and garnishee to show cause why judgment should not be entered against the garnishee for the property admitted to be in his possession, and why execution should not be levied on the same. Returnable 4th Monday of Sept. 1923.

(See paper filed)

Per Curiam.

Thomas & Thomas

83

J. S. Hotchkiss and Brother Company
vs.
J. B. Davis
Issued, July 10, 1923.

Tax & writ (Jeffs-pd)	$ 2.25
Shff. Litchall	6.40
Pro's	2.50
Sat	.20

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

To attach goods and chattels, moneys, credits and interest of the defendant in the hands, possession or control of United Natural Gas Company, Henry Miller, and any other person or persons, as Garnishees

July 13, 1923. Garnishees answer filed.

Writ returned: Served the within writ on the within named United Natural Gas Company, on July 11, 1923, in the City of Meadville, Pa., by handing a true and attested copy of the writ to F. A. Fairchild, agent of above named company, and making known to him the contents thereof, in the presence of J. Walter and Arthur L. Knapp, credible witnesses of the neighborhood. Nihil habet as to J. B. Davis and Henry Miller.

So answers, H. B. Litchall, Sheriff.

June 9, 1924 Statement of claim filed.

And now, Nov. 10, 1924, On motion in open court, judgment is entered in favor of plaintiffs and against the garnishee, United Natural Gas Company, in the sum of Forty-eight and 71/100 Dollars. Per Curiam. (See paper filed)

Debt $ 48.71
Int. from Nov. 10, 1924.
Judgment
Costs, Pa. 113.

V. L. Greeley, Prothy.

Nov 12 1924 Recd of Peffs atty Nine and 6/100 Dollars Shff & Prothy costs
V. L. Greeley Pro.

Nov 12 - 1924 Recd of Pro Greeley Six & 49/100 Dollars My Costs
H. B. Litchall
O.K.P. Sheriff

And now, Nov. 12, 1924, received satisfaction in full of judgment heretofore entered against the United Natural Gas Co, the prothonotary is hereby directed to satisfy the judgment heretofore entered against said United Natural Gas Co.

Thomas & Thomas
Attys.

SEPTEMBER TERM, 1923

Arthur L. Bates 84 C. Victor Johnson Sep. 21. 1923	George A. Klein and Carrie Klein vs. Fort Pitt Construction Company. Issued July 11, 1923 Tax + writ (Atty-pd) 2.00 Shff. Gutshall 9.80	Summons in Assumpsit Returnable to First Monday of August next July 26, 1923. Plaintiffs statement of claim filed Writ returned: Served the within summons together with plaintiffs statement of claim on the within named Fort Pitt Construction Company on July 27, 1923, by handing a true and attested copy of each to John Swan Jr. who says he is President of said Fort Pitt Construction Company, and making contents of same known to him. So answers H B Gutshall, Shff Sept. 21, 1923, Affidavit of defense filed and service accepted by Pepp. atty.

Donald C. Thompson	Kelly-Springfield Tire Company, a corporation organized and existing under the laws of the State of New Jersey.	Summons in Assumpsit. Returnable to First Monday of August next.
85	vs.	July 14, 1923 Statement of claim filed.
	Ray A. Klippel	Writ returned: Served the within writ and statement of claim on the within named Ray A. Klippel on July 14, 1923, at Muckinhaupts Garage 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.
	Issued July 14, 1923	So answers H. B. Critchall, Shff.
	#	And now, September 7, 1923, On motion of plaintiff's attorney, judgment is entered in favor of plaintiff and against defendant for default of an appearance and for want of an affidavit of defense, and liquidated at the sum of Five hundred ninety-nine and 21/100 Dollars, with costs of suit. (See Rule Doc. 12, page 582.)
	Tax & writ fatty paid 2.00	Debt #599.21
	Shff. Critchall 3.50	Int. from Sep. 7, 1923
	Pro. Greeley (pd by Pltff 9/10/23) 2.50	Judgment
	Atty 3.00	V. L. Greeley, Prothy.

Rec'd of pltff. $3.00 docket fee.
Donald C. Thompson, Atty.

Rec'd of pltff's. atty. $3.50 my costs.
9/10-1923 H B Critchall Sheriff Crawford Co Pa

K. page 118.

SEPTEMBER TERM, 1923

Otto Kohler

86

Hamilton, Brown Shoe Co., a corporation,

vs.

Lena La Mont, administratrix of J. B. La Mont, deceased.

Issued July 18, 1923

Tax + writ (atty paid)	2.00
Shff Gutshall	9.30
Pro. Greeley 8-5-25 paid	2.50
Atty	3.00

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

July 18, 1923, Statement of Claim filed and copy certified to Sheriff.

Writ returned: Served the within summons and plaintiffs statement of claim on the within named Lena La Mont, administratrix of J. B. La Mont, deceased, on July 19, 1923, by handing to her a true and attested copy of each, and making known to her the contents thereof, at Bonneauk Lake, Penn

So answers, H. B. Gutshall, Shff.

And now, August 7, 1923, On motion of plaintiffs attorney, judgment is entered in favor of plaintiff and against defendant for default of an appearance and for default of an affidavit of defense, and liquidated at the sum of Five hundred forty-five Dollars and five cents (with costs of suit (See Rule Doc. 12, page 582)

Debt $545.05

Int. from Aug. 7, 1923

L. page 151.

Judgment

V. L. Greeley, Pro.

Fi Fa no 73 Sept Term 1923

Thomas & Thomas
87

O. Clare Kent 8/22/23 U.R.S.

G. Wesley Stickle
Vs.
United Gas Stations Company, a corporation.

Issued, July 19, 1923

Tax & writ (plkg. pd)		2.25
Shff. Smithall		8.40
Pro. Greeley	3-12-25 paid	2.50
Atty		3.00

Foreign Attachment in Assumpsit, Returnable to the Second Monday of September, 1923. Bail to dissolve $750.00.

To attach goods and chattels, lands and tenements, moneys, credits and interests of the defendant in the hands possession or control of Herbert Holmes, and of any other person or persons, and summon the said Herbert Holmes and such other person or persons as garnishees.

Aug. 22, 1923. Plaintiffs statement of claim filed. - Service of copy of same accepted by Defts. attorney.

Writ returned: Served the within writ on the within named United Gas Stations, a corporation, on July 21, 1923, by handing a true and attested copy of the writ to Fred D. Bell, Manager of said company, and Herbert Holmes as Garnishee, and making known to them the contents thereof, in the City of Meadville, Penn., in the presence of A. L. Knapp and O. H. Palmer, two credible witnesses of the neighborhood. The defendant company gave bond to the Sheriff in the sum of Seven hundred fifty Dollars, the bond being hereto attached. So answers H. B. Smithall, Shff.

And now, Nov. 20, 1923 On motion of plaintiff's attorneys, judgment is entered in favor of plaintiff and against defendant, for want of an affidavit of defense, and liquidated at the sum of Three hundred seventy-seven Dollars and ninety-one cents. (See Rule Doc. 12, page 586)

Debt $377.91
Int. from Nov. 20, 1923
Judgment
V. L. Greeley, Prothy.

Cost, 121.
Fi. Fa. to No. 10 Feb. Term, 1924.

Jan 21 1924 The above judgment assigned to Fred W. Young of New Kensington Pa. (See paper filed.)
Jan 21 1924 O. Clare Kent Esq. appears for the Plaintiff
Fred W. Young See paper filed

Aug. 31" 1925 This judgment having been paid in full debt, interest and costs to Fred W. Young, the use Pff., I hereby direct the Prothonotary to mark said judgment satisfied of record.
O. Clare Kent, Atty. for
Fred W. Young.

SEPTEMBER TERM, 1923

Otto Kohler withdrawn 88

John Schuler 8-3-23 V.S.

Tony Naples
vs
b. W. Moore and
F. A. Moore, doing
business as
Moore Brothers
Issued July 21, 1923

Tax & writ (Plff. pd)	2.00
Shff. Southall	5.30
Pro. Greeley	3.50
Pro. G. for County	

Summons in Trespass, Returnable to First Monday of August next.

July 21, 1923, Statement of claim filed and two copies certified to Shff.

Writ returned: Served the within writ on the within named b. W. Moore and F. A. Moore, by handing to b. W. Moore two true and attested copies of the within writ and statement of claim on July 21, 1923, at their place of business, 884 Water Street, City of Meadville Pa. So answers H. B. Southall, Shff.

Aug. 3, 1923 Affidavit of defense filed.

Aug. 17, 1923, Plaintiffs reply to answers and new matter set up in affidavit of defense filed.

On Trial List for 4th Mon. of Oct. 1923 No. 17.

Oct. 15, 1923 Continued on application of deft.

On Trial List for 1st Monday of Jan. 1924, No. 6.

Jan. 7, 1924 Continued on application of Plff. Per Cur.

On Trial List for 1st Monday of March, 1924, No. 18.

Feb. 25, 1924 Off list.

And now, Sept. 24, 1928, Leave granted Otto Kohler, Esq. to withdraw his appearance for plaintiff. Per Curiam. (See paper filed)

On Trial List for 1st & 2d Mondays of Oct. 1928, No. 6.

Geo. Eldred
89

Matilda Brown
vs
Lewis E. Brown
Issued July 23, 1923

	#
Tax writ (paid)	2.00
M. B. Ashley on sub.	
C.W. Benedict, Master (2nd bill)	25.00
Pro Gruley me of c	7.85
atty	3.00

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

And now, July 21, 1923, subpoena awarded by Hon. Thos. J. Brather, P. J.

Subpoena returned: Served the within subpoena in divorce upon Lewis E. Brown, the within named respondent at the city of Titusville on July 25, 1923, by delivering to him personally the original writ of which this is ~~a~~ duplicate, and by reading and making known to him the full contents thereof.

So answers M. B. Ashley, Constable.

(See affidavit on subpoena)

And now, July 7, 1924, C.W. Benedict, Esq., is appointed Master in the above stated case, to take the testimony and make report thereon to the Court.

(See paper filed) Per Curiam

Aug. 14 1924 Rec'd of Pff by atty Seven and 85/100 dollars as costs
V. L. Gruley Pro

Sept. 4, 1924 Commission issued.

Testimony and report of Master filed.

On Argument List for Sept. Term, 1924, No. 15

Oct. 24, 1924. After due consideration, a divorce is decreed as prayed, at cost of respondent. Per Curiam.

Decree: And now, to wit October 24, 1924 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 Matilda Brown be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Matilda Brown, the libellant, and the said Lewis E. 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. (See papers filed) Per Curiam

Albert L. Thomas
90

Feby 12. 1924 Recd of Pff by atty Twenty One and 80/100 Dollars Shff & Prothys costs
V. L. Greeley -.

Feb. 12. 1924
Received #9.85 my costs from Pro Greeley
A. B. Cutshall Sheriff

William O. Banks
vs.
Mary A. Banks
Issued July 23, 1923

	#
Tax & writ	2.00
Shff Cutshall	1.85
Shff Cutshall, alias	1.85
Shff Cutshall on prot.	6.25
Pro. Greeley	2.00
L. J. Culbertson, Master	25.00
Pro. Greeley-Co.	7.85
Atty	3.00

Subpoena in Divorce
And now, July 21, 1923, subpoena awarded, returnable to first Monday of September, 1923
(Signed) Thos. J. Brather, P.J.
Subpoena returned: Sept. 3, 1923, the within named Mary A. Banks not found in my bailiwick
So answers, A. B. Cutshall, Shff
Sept. 4, 1923, Alias subpoena in divorce issued, returnable to first Monday of Nov. next
Alias Subpoena rtd: Nov. 5, 1923, the within named Mary A. Banks not found in my bailiwick. So answers
A. B. Cutshall, Sheriff
Nov. 8, 1923. Order for proclamation issued, returnable to first Monday of Jan. next
And now, Jan. 7, 1924. Made proclamation in the above entitled case according to law, and caused the same to be published in the Coalcarton 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. Cutshall, Sheriff.
Jan. 14, 1924 L. J. Culbertson, Esq. is appointed Master in this case. By Hon. Thos. J. Brather, P.J. (See paper filed) Com. issued
Feby 11, 1924 Testimony on part of Libellant and report of Master filed.
On Argument List for Feb. Term, 1924, No. 24.
March 24, 1924, After due consideration, a divorce is decreed as prayed. Per Curiam.
Decree: And now to-wit March 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 William O. Banks be divorced and forever separated from the conjugal ties and bonds of matrimony heretofore contracted between him, the said William O. Banks the libellant, and the said Mary A. Banks the respondent And that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at any time heretofore in pursuance of said marriage shall cease and determine:
And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married.
(See paper filed) Per Curiam

Otto Kohler
91

Sep. 21, 1923 Recd from libellant per atty $13.13 being Shffs & Pros costs
H.B. Greeley, Pro.

Sept 17th 1923
Received Mosier's Fee of $25.00
John A Spencer

Sept. 22d 1923 Recd of Pro Greeley Five & 25/100 Dollars my Costs
H.B. Cuttshall
O.P.S. Sheriff

Irene Mack
vs.
Ernest L. Mack
Issued July 23, 1923

Jay & writ (Atty pd)	2.00
Shff. Cuttshall	5.28
John A. Spencer, Master	25.00
Pro. Greeley Atty	7.85
	3.00

Subpoena in Divorce
And now, July 21, 1923, subpoena awarded, Returnable to first Monday of September
(Signed) Thos. J. Prather P.J.
Subpoena returned: Served this writ upon the within named Ernest L. Mack, by giving to him at General Electric Company plant, of Erie, Pa. on July 20, 1923, a true and attested copy of the within subpoena in divorce, and making known to him the contents of the same.
So answers Julius Franz, Dpty Shff.
For deputization of the Shff. of Erie Co. etc by Sheriff Cuttshall - See subpoena)
And now, Sep. 4, 1923. John A. Spencer, Esq. is appointed Master in this case.
(See paper filed) Com. issued By Hon. Thos. J. Prather, P.J.

Sept. 14, 1923. Testimony and report of Master filed.
On Argument List for Sept. Term, 1923 No. 34.
Oct. 4, 1923, After due consideration, a divorce is decreed as prayed, and at cost of respondent Per Curiam.
Decree 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 Irene Mack be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Irene Mack, the libellant, and the said Ernest L. Mack 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.
(See paper filed) Per Curiam

SEPTEMBER TERM, 1923

Curtis L Webb 92	Hazel Mae Devore vs. Alexander W. Devore Issued July 23, 1923	Subpoena in Divorce. And now, July 21, 1923 subpoena awarded, Returnable to First Monday of September, 1923. (Signed) Thos. J. Brather, P.J.
	Tax & writ (paid) 2.00 Shff. Cutshall 6.85 Roy S. Peters, Master pd. 25.00 Prg Greeley 7.85 Atty. 3.00	Subpoena returned. Served the within subpoena in divorce on the Respondent personally, on the 25th day of July, 1923, 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 A. B. Cutshall, Sheriff
Sep. 7, 1923 Received from Libellant, per C.L. Webb, Atty $14.70, being Shffs and Pros. costs. V. L. Greeley, Pro		And now, Sept 4, 1923. Roy S. Peters, Esq., is appointed Master in this case. (See paper filed) By Thos. J. Brather, P.J. Same day, Commission issued.
Sept. 8. 1923. Received $6.85 in my costs from Pro. Greeley A. B. Cutshall Sheriff		Sept 10 1923 Testimony on part of Libellant and report of Master filed. On Argt. List for Sep. Term, 1923, No. 35.

Oct. 4, 1923. After due consideration, a divorce is decreed as prayed, and at cost of respondent. Per Curiam.

Decree 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 Hazel Mae Devore be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Hazel Mae Devore the libellant and the said Alexander W. Devore 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

J. A. Boland 93. Thomas & Thomas	James Sherman vs. School District of the Borough of Lambridge Springs. Entered July 23, 1923 Pro. Greeley 3.00 Dis. &c .50 Atty 3.00	Of No. 60 May Term, 1923. Appeal by plaintiff James Sherman from Report of Viewers assessing damages for the taking of land for school purposes. August 6, 1923. Issue framed by agreement of counsel filed. On Trial List for 1st Monday of Jan 1924. No. 9. And now Dec 28 1923 comes plaintiff by his attorney and enters a discontinuance of the appeal in the above stated case. J. A. Boland atty for Plff Jan 10 1924 See paper filed

SEPTEMBER TERM, 1923

Thomas + Thomas 9#	Crawford County Trust Company vs F. H. Wilber Entered July 23, 1923 Pro. Greeley (pd by Plff) # 2.25 Atty 3.00 Plff on Original 1.50	Of No. 273 May 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 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, for the sum of Two Hundred Ninety-two and 50/100 Dollars, being the amount of debt, interest, attorney fees and costs now due on the original judgment. Debt # 292.50 Attys Com. included 12.50 Int. from July 1, 1923. W. page 222 Judgment W. L. Greeley, Prothy

Thomas & Thomas

95

Crawford County Trust Company
vs
F. A. Wilber.
Entered July 23, 1923

Bro. Greeley for by Plff #2.25
Atty 3.00
Plff on Original 1.50

Of No. 274 May 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 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 Thirty-four Dollars, being the amount of debt, interest, attorney fees and costs now due on the original judgment.

Debt #234.00
Attys Com. included 10.00
Int. from July 1, 1923

W. page 222.

Judgment
W. L. Greeley, Prothy.

SEPTEMBER TERM, 1923

Thomas & Thomas 96	Crawford County Trust Company vs. F. A. Wilber and W. A. Smith. Entered July 23, 1923 Pro. Greeley (pd by Plff) # 2.25 Atty 3.00 Plff. on Original 1.50	Of No. 276 May Term, 1918 Amicable Scire Facias sur Judgment. It is agreed by defendant F. A. Wilber, 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 said defendant, F. A. Wilber, with all the waivers and conditions contained in the original judgment, for the sum of Sixteen Hundred Ninety-six and 50/100 Dollars, being the amount of debt, interest, attorneys fees and costs now due on the original judgment W page 222. Debt # 1696.50 Atty's Com. included 72.50 Int. from July 1, 1923 Judgment. V. L. Greeley, Prothy.

Otto Kohler
97

John Eady
vs
J. Ford Hyde
Issued July 25, 1923

Jar + writ (atty paid)	$ 2.25
Rec. Boswell	.50
Shff. Critchfield	10.30
Pro. Greeley	1.00
Pro. Greeley for Co.	2.25
Atty	3.00

Sept. 19, 1923. Received from Pepper atty $11.30, being Sheriff Critchfield $10.30 and Pro. Greeley $1.00
V.L. Greeley, Pro.

Sept. 20 1923. Received from Pro. Greely $10.30 my costs
H.B. Critchfield Sheriff

Scire Facias sur Mortgage recorded in Mortgage Book Vol. 87, page 429. Returnable to first Monday of August next.

July 25, 1923. Affidavit of plaintiff as to title to property filed

Writ returned: Served the within writ and plaintiffs statement of claim on the within named J. Ford Hyde, on July 26, 1923, by handing to him a true and attested copy of each, and making contents of same known to him.
So answers H.B. Critchfield, Shff.

Received from defendant by sundry payments One hundred forty-seven 27/100 Dollars, being interest as per statement Feb. 16, 1920 to July 26, 1923, $103.50; also attorney's commission $30.17; costs of atty $2.25; Pro. Greeley $1.00 and Sheriff's costs $10.30, Otto Kohler Atty
Sept. 19, 1923.

April 19, 1926, Praecipe for judgment filed; to wit:-

"And now, April 17, 1926, Comes Otto Kohler, attorney for John Eady, plaintiff, and enters judgment against J. Ford Hyde, defendant, for $466.00, in default of an affidavit of defense, said sum being balance due after allowing credit for all payments to date." (Signed) "Otto Kohler
"Attorney for Plaintiff"

Debt $466.00
Interest from April 17, 1926.

Jdgmt. page 94. Judgment
V.L. Greeley, Prothy.

Lev. Fac. to No. 78 May Term, 1926.

For value received this judgment, debt, interest and costs is hereby assigned to M.V. Hyde of New Castle, Pa., his heirs and assigns, without recourse. Witness my hand and seal this 17th June, 1926.
John E Eady (Seal)

John Schuler

98

Jan 15 1924 Rec'd of John Schuler atty Six and 25/100 Dollars being Sheff & Poorbys Costs
V. L. Greeley Pro

Jan. 14. 1924
Received $3.80 in full of all costs from Pro. Greeley
H B Catshall Sheriff

Merchants National Bank of Meadville, use of D. A. Breakiron
vs.
Walter L. Elway, defendant, and Richard D. Truran, Garnishee.
Issued, July 25, 1923

Tax & writ (paid by Atty)	2.50
Shff Catshall	3.80
Pro. Greeley	2.25
Atty	3.00
	11.55
2 at -	.20
	11.75

Of No. 262 May Term, 1923
Attachment Execution, Returnable to the first Monday of August next.
To attach all and singular the rights and credits, money and property of the defendant in whose hands the same may be, and specially in the hands of Richard D. Truran, and summon him as garnishee.
Writ returned. Served the within writ on the within named Richard D. Truran, Garnishee on July 27, 1923 by handing him a true and attested copy, and making contents known to him also served the within writ on the within named Walter L. Elway, defendant, on July 30, 1923 by handing him a true and attested copy and making contents known to him
So answers H.B. Catshall, Shff

And now, October 1, 1923. On motion in Open Court, judgment is granted against the Garnishee, for want of an appearance. Per Curiam. (See paper filed)
And now, Oct. 2, 1923 the judgment granted against the Garnishee is liquidated at the sum of Eighty-one and 82/100 Dollars, with costs of suit. (See Rule Dec. 12, p. 584.)

Debt $81.82
Int. from Oct. 1, 1923.
J. page 110. Judgment.
V. L. Greeley, Pro. Thy.

Jan-15-1924 Receive satisfaction of this judgment debt and costs
John Schuler
atty for pltff.

Otto Kohler 99	E M Bickerstaff, use of J. A. Bailey, now use of L. L. Bradshaw vs. B. F. Schall Entered July 26, 1923. Pro. Greeley (pd by Deft) 2.25 Atty (paid by Deft) 3.00	Of No. 316 February Term, 1916 Amicable Scire Facias sur Judgment. It is agreed, That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said county, and duly so returned: And that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Eighteen hundred ninety Dollars, being the amount of debt and attorneys commission now due on the original judgment. Debt $1800.00 Atty com included 90.00 Int. from Feb. 22, 1923. Sch. page 139. Judgment V. L. Greeley, Pro. April 7 1924 Release of lien granted by plaintiff on land situate in Cochranton Boro for description (see paper filed.) Jan. 6, 1928 The above judgment satisfied. (See paper filed)

SEPTEMBER TERM, 1923

Otto Kohler
100
(Walter L. Beake) Withdrawn

Laura Miles
vs.
William S. Miles
Issued July 27, 1923

Tax writ (Atty fee)	2.00
Consk. on Sub. &c (Atty fee)	2.50
Bro. Greeley	9.85
John B. Spencer, Master	25.00
atty	3.00

Subpoena in Divorce and for custody of children Percival and Everett George Miles.

And now July 27, 1923, subpoena awarded, Returnable to First Monday of September, 1923

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

Subpoena rec'd. Served the within subpoena on Wm. S. Miles, respondent, in the City of Corry, Pa., on Friday, the 3d day of July, 1923, by handing him a true and attested copy thereof, and at the same time and place informing him of the contents and nature thereof.

So answers, J. M. Ruppersberger, Constable.
(Appt. on subpoena)

Aug. 28, 1923. Walter L. Beake, Esq., appears for William S. Miles, respondent. (See paper filed)

Sept. 1, 1923. Respondents answer filed.

Sept 4, 1923. On petition of libellant for alimony pendente lite and counsel fees, presented in open Court, Rule to show cause granted, Returnable to next term. Per Curiam. (See paper filed) Rule issued.

Oct. 15, 1923. On motion in open Court, leave granted Walter L. Beake, Esq. to withdraw his appearance for and the answer of respondent in this case. Per Curiam. (See paper filed)

And now Oct. 15, 1923. On motion in open Court, leave granted libellant to withdraw her petition for alimony and counsel fees. (See paper filed) Per Curiam

And now, Oct. 15, 1923 On petition of libellant presented in open Court, leave granted to amend libel, by omitting from the prayer seeking the custody of her two sons, the name of her son Percival Franklin Miles (See paper filed) Per Curiam,

And now, Oct. 15, 1923, John B. Spencer, Esq., is appointed Master in this case. (See paper filed) Com. issued Per Curiam.

Oct. 30, 1923. Testimony and report of Master filed.

On Argt. List for Nov. Term, 1923. No. 20.

Jan. 18, 1924. After due consideration, a divorce is decreed as prayed and at respondent's cost, and the custody of Everett George Miles is awarded to the libellant. 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 Laura Miles be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Laura Miles, the libellant and the said William S. Miles 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

Nov. 1st received Masters Fee of $25.00 in the above entitled case J.C. Spencer

Nov 20 1923 Rec'd of Pff by atty Nine and 85/100 Dollars my costs
V. L. Greeley Pro

And it is further ordered that the custody of the child Everett George Miles, be and the same is hereby awarded to the libellant, Laura Miles. (See paper filed) Per Curiam

Albert L. Thomas Fred L. Rebort 101	Boyd L. Lucas vs May Lucas Issued July 27, 1923 # Tax Writ 2.00 Shff. Cutshall 1.85	Subpoena in Divorce And now, July 27, 1923 subpoena awarded, returnable to First Monday of September, 1923 (Signed) Thos. J. Brather, P.J. Subpoena returned Sept. 3, 1923. The within named May Lucas not found in my bailiwick. So answers, H.B. Cutshall, Sheriff.

102	W. O. Smock vs C. F. Schall Entered July 27, 1923 Pro. Greeley (Paid by Def't) $2.50 Clerk on Originalcases 2.50	Of Nos 307 and 327 February Term, 1917. Amicable Scire Facias and Judgment It is agreed That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgments 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 notes, for the sum of One thousand Dollars, being the amount of debt now due on the original judgments, with interest thereon to be computed from April 22, 1921, and with original costs and costs of this revival. Debt $1000.00 Int. from April 22, 1921 Judgment. V. L. Greeley, Pro. Sch. p. 139

Feby 6 1924 The above judgment satisfied of record. (See Paper filed.)

Franklin B. Hoback Curtis L. Webb 103	Bert Boise vs J. S. Hotchkiss and Bro. Co., a corporation. Issued, July 30, 1923 # Jas Twirk 2.00 Shff Brotchall 3.50	Summons in Trespass, Returnable to next term. Writ returned: Served the within summons on the within named J. S. Hotchkiss & Bro. Co., a corporation, by handing a true and attested copy of the summons to J. S. Hotchkiss, President of above named company, on July 31, 1923, and making known to him the contents thereof. So answers H. B. Brotchall, Shff

SEPTEMBER TERM, 1923

Roy S. Peters (See Statement.)	S. O. Sybrant and Mrs. Jessie Casper vs Joseph Super	Appeal by Deft. from Judgment of W. B. Putnam, J. P. Dec. 12, 1923. Statement of Claim filed. Dec. 13, 1923. Statement served on Deft. (See Sheriffs return.)
104 Curtis L. Webb	Entered July 31, 1923	
	Jdgt & costs (paid) 1.50	Dec. 29, 1923. The above case is settled, and is hereby discontinued of record.
	Costs on Trans (pd by Pltf) 8.95	
	Shff, Cathall on Statement 5.40	R. S. Peters
Dec. 29, 1923 Rec'd from Roy S. Peters Esq #6.15, being Shff & Pros. Costs. V. L. Greeley, Pro	Pro. Greeley .75	Atty for Pltff.
	Atty 3.00	
Received $5.40 in my costs from Pro. Greeley 12-29-1923 H. Bleutskall Shff		

Donald L. Thompson

105

Marguerite Pepicelli, Assignee of Walter E. Klippel, or Elizabeth Klippel, his wife,

vs

Vincent Pepicelli, mortgagor and Rush Kahler, Terre Tenant and present owner.

Issued Aug. 1, 1923

Tax & writ Paid 10-2-23	#	2.25
Rec. Boswell,		.50
Shff. Gutshall		10.35
Pro. Greeley		2.50
Atty		3.00

Scire Facias sur Mortgage recorded in Mortgage Book Volume 114, page 165. Returnable first Monday of September next.

Aug. 2, 1923. Affidavit as to title to property filed.

Writ returned: Served the within writ on Vincent Pepicelli, mortgagor, on August 3, 1923, and on Rush Kahler, Terre tenant and present owner on Aug. 4, 1923, by handing to them a true and attested copy of the writ, and making known to each of them the contents thereof. So answers,

H. B. Gutshall, Shff.

And now, Sept. 22, 1923. On motion of plaintiffs attorney, judgment is entered in favor of plaintiff and against deft. and terre tenant for want of an appearance and for want of an affidavit of defense, and liquidates the same at the sum of One thousand six hundred twenty-three and 75/100 Dollars, with interest from date and costs of suit. (See R. D. 12, page 584.)

Debt # 1623.75

Int. from Sept. 22, 1923.

P. p. 189: K. p. 125.

Judgment

V. L. Greeley, Prothy.

Lev. Fac. to No. 17 Nov. Term, 1923

Oct. 2, 1923 This judgment satisfied. (See Lev. Fa.)

SEPTEMBER TERM, 1923

W. J. Sirdevan
106

Sept 11 1923 Recd of pdff by atty Seven and 85/100 dollars my costs
V. L. Greeley Pro

Mabel Marie Eldred
vs.
Gardner Jacob Eldred
Issued Aug. 3, 1923

	#
Tax & writ (Atty pd)	2.00
Const. McKenzie (paid)	1.70
L. W. Benedict Master pd	25.00
Pro. Greeley	7.85
Atty	3.00

Subpoena in Divorce.
And now July 31, 1923, subpoena in Divorce, Returnable first Monday of September, 1923.
(Signed) Thos. J. Grather, P. J.

Subpoena returned: On the 13th day of Aug., 1923, in the Township of Rome, Crawford, Pa., deponent personally served the within subpoena upon Gardner Jacob Eldred the respondent within named by delivering to and leaving with him a true and attested copy thereof, and at the same time making known to him the full and entire contents thereof. So answers
(See affr. on subpoena) W. J. McKenzie.

And now, Sept. 4, 1923 L. W. Benedict, Esq., is appointed Master in this case
(See paper filed) By Hon. Thos. J. Grather, P. J.

Sept. 5, 1923 Commission issued

Sept. 12, 1923. Testimony and report of Master filed.

On Argument List for Sept. Term, 1923, No. 36.

Oct. 4, 1923. After due consideration, a divorce is decreed as prayed, and at cost of respondent. Per Curiam.

Decree. 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 Mabel Marie Eldred be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her the said Mabel Marie Eldred, the libellant, and the said Jacob Gardner Eldred, the respondent.

And that thereupon all and every the duties rights and claims accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage, shall cease and determine:

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

W. J. Sirdevan
107

Albert White
vs
Jessie White
Issued Aug. 3, 1923

	#
Tax & writ (attyfee)	2.00
Shff. Butshall	1.85
Shff. Butshall on alias	1.85
Shff. Butshall on proc.	6.25
Chas. B. Stegner, Master	

Subpoena in Divorce
And now, August 3, 1923, subpoena awarded, Returnable first Monday of September, 1923
(Signed) Thos. J. Brather, P.J.
Subpoena returned. And now Sept. 3, 1923, The within named respondent, Jessie White, not found in my bailiwick.
So answers H. B. Butshall, Shff
Sept. 11, 1923 Alias subpoena in divorce issued, returnable to first Monday of Nov. 1923
Alias sub. retd: Nov. 5, 1923. The within named Jessie White not found in my bailiwick. So answers
H. B. Butshall, Shff
Nov. 5, 1923 Order for proclamation issued, returnable to 1st Monday of Jan. next
And now, Jan. 7, 1924. I have made proclamation in the above entitled case according to law, and caused the same to be published in the Coshocton Times, a newspaper printed within my bailiwick, for four weeks successively prior to return day thereof, as per copy of said proclamation hereto attached. So answers H. B. Butshall, Sheriff.
Jan. 7, 1924. Chas. B. Stegner, Esq. is appointed Master in this case. By Hon. Thos. J. Brather, P.J. (See paper filed) Com. issued.

SEPTEMBER TERM, 1923

Thomas & Thomas
108

Sept. 13, 1923 Recd from Libellant, for attys $13.70 being unpaid costs.
V.L. Greeley, Pro

Sept 13, 1923, Recd of V.L. Greeley, Pro, $3 being our docket fee.
Thomas & Thomas
atty for plf.

Sept 14-1923 Rec'd of Pro Truly Nine & 85/100 Dollars in full of my Costs
H.B. Cutshall
O.S.P. Sheriff

Grace R. Bunting
vs
Silas D. Bunting
Issued Aug. 6, 1923.

	#	
Tax & writ (paid)		2.00
Shff Cutshall		2.85
Pro Greeley		7.85
J. E. Bossard, Master (Reg & Cert)		25.00
Atty		3.00

Subpoena in Divorce
And now August 6, 1923, Subpoena awarded, Returnable to next term.
(Signed) Thos. J. Brother, P.J.
Writ returned: Served the within Subpoena in Divorce on the Respondent personally, on the 13th day of August, 1923, 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, Sept. 10, 1923, Jeff. E. Bossard, Esq. is hereby appointed Master in the above stated case. (Signed) Thos. J. Brother, P.J.
(See paper filed) Com. issued.
Sept. 14, 1923. Testimony and report of Master filed.

On Argument List for Sept. Term, 1923 No. 37.
Oct. 4, 1923. After due consideration, a divorce is decreed as prayed, and at respondents costs. Per Curiam.
Decree. 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 Grace R. Bunting be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her the said Grace R. Bunting the libellant and the said Silas D. Bunting, 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

O. Blare Kent
109

Pearl Scott
vs
Raymond D. Scott
Issued Aug. 6, 1923

	#
Tax & writ	2.00
Shff Cutshall	1.85
Shff. Cutshall on alias	1.85
Shff. Cutshall on Proc.	6.25
Pro. Greeley	9.85
Jno. L. Spencer Master (paid)	25.00
atty	3.00

May 19, 1924 Rec'd of Pfff by atty Twenty one and 80/100 Dollars Shff & Pro's costs.
W. L. Greeley Pro

May 19-1924 Rec'd of Pro Greeley Nine $ 9/100 Dollars my Costs
W.B. Cutshall
O.T.S Sheriff

Subpoena in Divorce
Returnable to next term.
And now, Aug. 6, 1923, subpoena awarded. (Signed) Thos. J. Brother, P.J.
Subpoena returned: Sept. 10, 1923.- The within named Raymond D. Scott not found in my bailiwick.
So answers W.B. Cutshall, Shff.
Sept. 17, 1923. Alias subpoena in divorce issued, returnable to first Monday of Nov. next.
Alias Subpoena retd: Nov. 5, 1923, the within named Raymond D. Scott not found in my bailiwick.
So answers W.B. Cutshall, Shff.
Nov. 6, 1923. Order for proclamation issued, returnable to first Monday of January next.
And now, Jan. 7, 1924, Made proclamation in the above entitled case, according to law, and caused the same to be published in the Cochranton Times, for four weeks successively prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached. So answers, W.B. Cutshall, Sheriff.
And now, Feb. 4, 1924, John L. Spencer, Esq., is hereby appointed Master in the above case. Per Curiam. (See paper filed) Com. issued.
April 29, 1924, Testimony and report of Master filed.
On Argument List for May Term, 1924 No. 9
July 7, 1924. After due consideration, a divorce is decreed as prayed and at cost of respondent. Per Curiam.
Decree: And now to-wit, July 7, 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 Pearl Scott be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Pearl Scott, the libellant, and the said Raymond Scott, 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)

O. Blare Kent
110

Jan 17 1924 Recd of Pff by atty Twenty and 40/100 Dollars Sheriff & Prothys costs
V. L. Greeley Pro

Jany 7, 1924 Received Atty. fee in this case.
O. Clare Kent
Pffs. Atty.

Jan. 12-1924 Recd of Pro Greeley Nine & 90/100 Dollars My Costs
H. B. Cutshall
Ru O.K.P. Sheriff

William b. Bortles
vs.
Mabel b. Bortles
Issued Aug. 6, 1923

	#
Jas & work	2.00
Shff Cutshall	1.85
Shff Cutshall on alias	1.85
Shff Cutshall on prae	6.75
Pro. Greeley	8.45
Atty	3.00
	73.40

Subpoena in Divorce
And now Aug. 6, 1923 subpoena awarded, Returnable to Sept. Term next.
(Signed) Thos. J. Brather, P. J.

Subpoena returned: Sept. 10, 1923. The within named Mabel b. Bortles not found in my bailiwick
So answers H.B. Cutshall, Shff.

Sept. 17, 1923. Alias subpoena in divorce issued, returnable to first Monday of Nov. next.

Alias subpoena returned: Nov. 5, 1923, the within named Mabel b. Bortles not found in my bailiwick.
So answers, H.B. Cutshall, Shff

Nov. 6, 1923. Order for proclamation issued, returnable to first Monday of Jany next

Sur petition of respondent;

And now, Dec. 6, 1923, upon due consideration of the foregoing petition, rule to show cause granted upon libellant, to show cause why an order should not be made requiring him to pay to the respondent alimony pendente lite, and counsel fees and expenses incident to the preparation of her defense in said case returnable to the first Monday of January, 1924. By Hon. Thos. J. Brather, P. J. (See paper filed)

Jan. 7, 1924 Sheriff's return of proclamation filed.

Jany. 7" 1924 This case is hereby discontinued of record and the Prothonotary is hereby directed to mark said case discontinued of record.
O. Clare Kent
Atty. for Libellant

J. Perry Eckles
111

Sept 14 1923 Rec'd of Pff by atty Seven and 85/100 dollars my costs
V. L. Greiley P.S.

Thomas N. Robison
vs
Bessie Robison
Issued Aug. 6, 1923

Jay & writ (atty pd)	#	2.00
Lee J. Stevens on sub-pd		1.25
Master paid		25.00
P.S. Greiley		7.85
atty		3.00

Subpoena in Divorce
And now, Aug. 6, 1923, subpoena awarded, Returnable Second Monday of September next.
(Signed) Thos. J. Prather, P.J.
Subpoena returned.
Served the within subpoena in divorce upon Bessie Robison, the Respondent therein named on the 13th day of August, 1923, at 9 o'clock A.M., by delivering to her a true and attested copy of the within subpoena in divorce, in the Borough of Conneautville, Crawford County, Pennsa, and making known to her the contents thereof.
So answers, Lee J. Stevens, Const.
(See affidavit on subpoena)
Now, Sept. 10, 1923, Fred L. Kiebort, Esq., is appointed Master to take testimony in above case and report to the Court. By Hon. Thos. J. Prather, P.J.
(See paper filed) Commission issued.
Sept. 14, 1923 Testimony and report of Master filed.
On Argt. List for Sept. Term, 1923, No. 38.
Oct 4, 1923 After due consideration, a divorce is decreed as prayed Per Curiam
Decree: 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 Thomas N. Robison be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between him, the said Thomas N. Robison the libellant, and the said Bessie Robison 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, 1923

August Delp
112

Irvin Evans
vs.
Lennie D. Evans
Issued Aug. 6, 1923
#

Tax & writ	2.00
Shff. Cutshall	5.20
Pro. Greeley	7.85
Atty	3.00
John Schuler, Master Fee	125.00

Sept. 13, 1923 Recd from libellant per August Delp, Esq. Atty $15.05, being Sheriffs and Pros Costs,
V.L. Greeley, Pro

Sept 14 - 1923 Rec'd of Pro Greeley Fifteen & 05/100 Dollars in Costs
K.B. Cutshall
Sheriff

Subpoena in Divorce
And now, Aug. 6, 1923, subpoena awarded, returnable Second Monday of Sept. (Signed) Thos. J. Brather, P.J.
Subpoena returned:
(a) Aug. 15, 1923 I hereby deputize the Sheriff of Erie County, Pa., to serve this subpoena in divorce.
K.B. Cutshall, Sheriff.
(b) Served Lennie D. Evans, the within named respondent, by giving to her at No. 902, West 3d Street, Erie, Pa., on Aug. 16, 1923, a true and attested copy of the within subpoena in divorce, and making known to her the contents of the same.
So answers Wm. D. Brown, Sheriff
(c) Served by the Sheriff of Erie County as per return hereto attached.
So answers K.B. Cutshall, Shff.

And now, Sept. 10, 1923 John Schuler, Esq., is appointed master in this case. By Hon. Thos. J. Brather, P.J.
(See paper filed) Com. issued.
Sept. 13, 1923 Testimony and report of Master filed.
On Argt. List for Sept. Term, 1923, No. 39.
Oct. 4, 1923 After due consideration, a divorce is decreed as prayed. Per Curiam.

Decree: And now, to-wit October 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 Irvin Evans be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him, the said Irvin Evans the libellant, and the said Lennie D. Evans 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.

O. Clare Kent
113
Albert L. Thomas
Aug. 29, 1923

Joseph F. Steinbronner
vs.
Rose A. Steinbronner
Issued Aug. 6, 1923

	#
Tax & writ	2.00
Shff. Critchall	7.65
Pro. Greeley	6.00

Subpoena in Divorce
And now, August 6, 1923, subpoena awarded. Returnable to September Term next.
(Signed) Thos. J. Brather, P. J.

Subpoena returned: Served the within subpoena in divorce on the respondent personally, on the 15th day of August, 1923, 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 A. B. Critchall, Shff.

Dec 5 1923 Recd of Peff by atty Fifteen and 65/100 Dollars Shff's Poor tax costs
V. L. Greeley Pro

Dec. 7. 1923
Received $7.65 in my costs from Pro Greeley
A. B. Critchall Shff.

And now, Sept. 4, 1923, upon presentation of petition of respondent in open court, a rule on libellant to show cause why an order should not be made for alimony pendente lite and counsel fees, - is hereby granted; Returnable to next term.
(See paper filed) Rule issued
Per Curiam

On Argument List for Sept. Term, 1923, No. 14.

Sept. 24, 1923, Plaintiff, Joseph Steinbronner, is directed to pay his wife, Rose, pendente lite, $5.00 per week and $40 (forty) Dollars for counsel fees, before further proceedings.
Per Curiam

Nov. 10, 1923. Answer of respondent filed.
Now petition of respondent for an issue:
And now, Nov. 15, 1923, a rule to show cause why an issue should not be framed as prayed for is hereby granted.
(See petition filed)
Per Curiam.

Now Dec. 5th 1923 This case is hereby discontinued of record and the Prothonotary is hereby directed to mark same so of record.
O. Clare Kent, Libellant's Attorney.

Charles B. Stegner 114	Petition of Earl M. Hazen, M.D., and M. Grace Hazen, husband and wife, for the Adoption of Barbara Ann Jones, as their child and heir. Entered Aug. 6, 1923. Pro. Greeley (paid 8/6/23) $3.00	Aug. 6, 1923. Petition, with consent of Margaret A. Jones, mother of child, and supporting affidavits annexed, presented in open Court and filed. Decree. And now, August 10, 1923, the Court upon consideration of the foregoing petition, being satisfied that the welfare of the said Barbara Ann Jones 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 the said Barbara Ann Jones shall assume the name of petitioners and be hereafter known and called by the name of Barbara Ann Hazen, and shall have henceforth all the rights of a child and heir of the said Earl M. Hazen, M.D. and M. Grace Hazen 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 the Act of Assembly in such cases made and provided. (See petition filed) Per Curiam. Aug. 6, 1923. Certified copy of decree issued.

Thomas & Thomas

115

In the Matter of the Application of the President and Trustees of Allegheny College for Amendment of Charter
Entered Aug. 6, 1923.

Bro. Greeley (Paid Oct. 11, 1923) 3.00

Aug. 6, 1923. Petition presented to Hon. Thos. J. Grather, P.J.

Order of Court:-

And now, August 6, 1923, the within petition having been presented to the Court, it is found that the amendments, improvements and alterations therein set forth and prayed for, are lawful and beneficial, and do not conflict with the requirements of the Act of General Assembly, entitled "An Act for the incorporation and regulation of certain corporations", approved the 29th day of April One Thousand Eight Hundred and Seventy-four, and the supplements thereto, nor with the requirements of the Constitution, and it is therefore ordered and decreed that notice of such petition be given, as required in the forty-second section of said Act. (Signed) Thos. J. Grather, President Judge.

The proposed amendments, inter alia, change the corporate name to "Allegheny College", and provide by substituting as Section 5: "In choosing members of the Board of Trustees, no particular religious denomination shall have any preference".

Sept. 10, 1923 Proof of publication of notice of application in the Tribune-Republican and Titusville Herald, filed.

Final Decree: And now, September 10, 1923, it appearing on presentation of the petition filed in the above stated case that the order of Court heretofore made has been complied with, and that publication of notice of the presentation of said petition has been made, as required by said order, it is therefore ordered and decreed, that the said amendments, improvements and alterations prayed for in said petition are approved, and that upon the recording of said petition and its endorsements and this order in the office of the Recorder of Deeds in and for the County of Crawford, which is now hereby ordered, the said amendments, improvements and alterations shall be taken to be a part of the charter of The President and Trustees of Allegheny College, now "Allegheny College". Per Curiam (Signed) Thos. J. Grather, President Judge.

Attest:
V.L. Greeley, Prothonotary.

SEPTEMBER TERM, 1923

Thomas & Thomas
116

Clifford Kenretty
vs.
Mary Rosalie Kenretty
Issued Aug. 6, 1923.

Tax & writ (Atty pd) #	2.00
Shff. Butshall	1.85
Shff. Butshall on al.	1.85
Shff. Butshall on Sve.	6.25
Pro. Freeley	2.00
J. E. Bossard, Master, (paid by Att.)	25.00
Pro. S. un qui	7.85
atty	3.00

Feb 11 1924 Recd of Pliff by atty Nineteen and 8/100 Dollars Shff's Poundage fees
U. C. Freeley Pro

Feb. 11 1924
Received $9.95 in full of costs from Pro Freeley
H B Butshall Sheriff

Subpoena in Divorce
And now, Aug. 6, 1923 subpoena awarded, Returnable to next term.
(Signed) Thos. J. Brather, P.J.
Subpoena returned: Sept. 10, 1923, the within named Mary Rosalie Kenretty not found in my bailiwick.
So answers, H B Butshall, Shff
Nov. 3, 1923 Alias subpoena in divorce issued returnable to first Monday of Dec. next.
Alias subpoena returned: Dec. 3, 1923 the within named Mary Rosalia Kenretty, not found in my bailiwick.
So answers H. B. Butshall, Shff.
Dec. 3, 1923. Order for proclamation issued, returnable to first Monday of January next.
And now Jan. 7, 1924, Made proclamation in the above entitled case according to law, and caused the same to be published in the Lackawanna 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, Sheriff.
And now, Jan. 7, 1924 J.E. Bossard, Esqr. is appointed Master in this case. By Hon. Thos. J. Brather, P.J.
(See paper filed) Commission issued.
Feby 15 1924 Testimony on part of Libellant and Report of Master filed.
On Argument List for Feb. Term, 1924 No. 25.
Now, March 24, 1924, After due consideration, a divorce is decreed as prayed. Per Curiam.
Decree: And now, to-wit Mar. 24 A.D. 1924 this cause came on to be heard on libel, subpoena, subsequent procedings 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 Clifford Kenretty be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between him the said Clifford Kenretty, the libellant, and the said Mary Rosalie Kenretty 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 in like manner as if they had never been married. (See paper filed) Per Curiam.

Wesley B. Best
1.17

Sept. 17, 1923. Recd from libellant per Atty, $13.30, being Tax & writ $2.00; Shff. Cutshall $3.50 and Pro. fee $7.85
V.L. Greeley, Pro.

Sept 17-1923 Recd of Pro Greely Three & 50/100 Dollars Emy Costs
W.B. Cutshall
O.S.P. Shiff

Thelma Vivian Ries
vs.
Frank Joseph Ries
Issued Aug. 7, 1923

Tax & writ	2.00
Shff. Cutshall	3.50
J.D. Roberts, Master (Trans)	25.00
Pro. Greeley	7.85
Atty Paid, WBC	3.00

Subpoena in Divorce
And now, Aug. 6, 1923, subpoena awarded, Returnable to next term.
(Signed) Thos. J. Grather, P.J.
Subpoena returned: Served the within subpoena in Divorce on the Respondent personally on the 30th day of August, 1923, 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. Cutshall, Shff.
And now, Sept. 10, 1923, James D. Roberts, Esq., is appointed Master in this case. By Hon. Thos. J. Grather, P.J.
(See paper filed) Com. issued.
Sept. 14, 1923. Testimony and report of Master filed
On Argt. List for Sept. Term, 1923, No. 110.

Oct. 4, 1923. After due consideration, a divorce is decreed as prayed, and at cost of respondent. Per Curiam.

Decree. 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 Thelma Vivian Ries be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her the said Thelma Vivian Ries the libellant and the said Frank Joseph Ries 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)

SEPTEMBER TERM, 1923

Otto Kohler 118	John Eady vs. Anthony Ennig Entered Aug. 8, 1923 Pro. Greeley (paid by Dft.) # 2.25 Atty (remitted) 3.00	Of No. 212 May 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 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 twenty-five Dollars, being the amount of debt, now due on the original judgment. Debt #225.00 Int. from June 26, 1918 E. page 40. Judgment W.L. Greeley, Pro Received satisfaction in full of this judgment. Oct. 28. 1925. John E. Eady

J. A. Boland
119

Sept 5 1923 Rec'd of Defts Four and 50/100 Dollars costs
V. L. Greeley Pro

Sept. 5. 1923
Receive from Pro Greeley
2.00 in my costs
H B Kutshall Sheriff

Charles R. Kelly
vs.
William L. Hope 2nd
Jessie Hope
Issued Aug. 8, 1923

	$
Pro. Greeley	2.00
Shff. Kutshall	2.00
dis & sat	.50

Of No. 316 May Term, 1918.
Sci. Fa. sur Judgment
Returnable to next term.

And now, Sept. 5, 1923 - Writ returned by order of plaintiffs attorney.
So answers,
H B Kutshall
Sheriff

Thomas & Thomas

120

Jan 11 1924 Recd of Plaintiff by atty Seventeen and 85/100 Dollars Shff & Prothys costs. V. L. Greeley, Pro

Jan. 12. 1924
Received from
Pro Greeley $14.45
my costs
H B Kutshall Sheriff

Sun Coal Company,
a corporation,
vs.
Seymour Hood
Issued, Aug. 13, 1923

	#
Tax & writ (Atty paid)	2.00
Shff Kutshall	5.60
Shff Kutshall on alias	8.80
Pro Greeley	3.25
Atty.	3.00

Summons in Assumpsit,
Returnable to next term.
Aug. 13, 1923, Plaintiffs statement filed.
Writ returned: Now, Sep. 10, 1923, The within named Seymour Hood is not found in my bailiwick.
So answers, H.B. Kutshall, Sheriff.
Sept. 18, 1923, Alias summons issued, returnable to next term.
Alias writ returned: Served the within summons together with plaintiffs statement of claim on the within named Seymour Hood, on September 21, 1923, by handing a true and attested copy of each to an adult member of his family, namely Elizabeth Hood, his wife, and making known to her the contents thereof, in the Borough of Lambridge Springs, Penn.
So answers H.B. Kutshall, Sheriff.

And now, November 20, 1923. On motion of plaintiffs attorneys judgment is entered in favor of plaintiff and against defendant for want of an appearance and for want of an affidavit of defense, and liquidated at the sum of Seven hundred twenty-nine Dollars and Eleven cents. (See Rule Doc. 12, p. 586)

Debt # 729.11
Int. from Nov. 20, 1923
No. pr. 114.
Judgment
V.L. Greeley, Prothy

January 11, 1924, the prothonotary is hereby directed to satisfy this judgment,
Thomas & Thomas
Attys for Plff.

Charles B. Steigner
121

Sarah Stowe Quay
vs
Harold Henry Quay
Issued Aug. 13, 1923

Tax & writ (atty paid)	#	2.00
Shff. Gutshall		7.40
C.W.Benedict, Master (paid)		25.00
Pro. Greeley		7.85
Atty		3.00

Jan 25 1924 Recd of Plff by atty Fifteen and 25/100 dollars Sheriff & Prothys costs
V. L. Greeley Pro

Jan. 28. 1924
Received from Pro Greely
74⁰⁰ in my costs
H.B. Gutshall Sheriff

Subpoena in Divorce
And now, August 10, 1923, Subpoena awarded, Returnable Second Monday of September next.
(Signed) Thos. J. Prather, P.J.

Subpoena returned.
(a) Aug. 15, 1923. I hereby deputize the Sheriff of Lawrence County, Pa., to Serve this Subpoena in divorce.
H.B. Gutshall, Sheriff.

(b) Now, August 16, 1923, served the within Subpoena in Divorce personally upon Harold Henry Quay, the Respondent, at No. 39 East Washington Street, New Castle Lawrence County, Penna., by making known to him the contents thereof, and giving him a true and attested copy of the original.
So answers William G. Andrews,
Sheriff of Lawrence County, Pa.

(c) And now, Aug. 21, 1923, writ returned served by the Sheriff of Lawrence County, Pa., as per above return.
So answers H.B. Gutshall, Sheriff.

And now, Sept. 13, 1923, C.W. Benedict, Esq., is appointed Master in this case. By Hon. Thos. J. Prather, P.J. (See paper filed) Com. issued.
Nov. 9, 1923. Testimony and report of Master filed.
On Arg. List for Nov. Term, 1923. No. 21.

Jan. 18, 1924. After due consideration, a divorce is decreed as prayed, and at cost of respondent. 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 are true, it is by the Court ordered, adjudged and decreed

That the said Sarah Stowe Quay be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Sarah Stowe Quay, the libellant, and the said Harold Henry Quay the respondent

And that thereupon all and every the duties, rights and claims accruing to either the said libellant and the said respondent at any time heretofore, in pursuance of said marriage shall cease and determine.

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

SEPTEMBER TERM, 1923

W. J. Sirdevan J. A. Ballard 122	Thomas D. Vouklizas vs. John D. Duskas Entered Aug. 20, 1923 Tax + entry (pd by Deft) 1.50 costs on Trans. 4.85 Bros. Greeley, for Co. paid 9-4-25 5.25 Atty 3.00	Appeal by Deft. from Judgment of Peter B. Tabr. Alderman Sept. 4, 1923. W. J. Sirdevan, Esqr. appears for plaintiff. (See paper filed) Oct. 2, 1924 Plaintiffs statement of claim filed. And now, Oct. 13, 1924, Rule to show cause why plaintiffs statement of claim should not be stricken off. Per Curiam. (See paper filed) Same day, Service of rule accepted by Pltf's attorney. On Argt. List for Nov. Term, 1924 No 4. And now, November 24, 1924, both parties consenting, within rule to show cause is made absolute. Plaintiff allowed fifteen days from date to file amended statement of claim. (See back of motion of Oct. 13, 1924) Per Curiam. Dec 8, 1924 Plaintiffs amended statement of claim filed. Dec. 20, 1924, Affidavit of defense in nature of a demurrer filed. On Argt. List for Feb. Term, 1925, No. 1. Feb. 25, 1925, Argued C.A.V. Now, March 30, 1925, plaintiffs original statement of claim and as amended are adjudged insufficient. Let judgment be entered in favor of defendant on the pleadings. Per Curiam. (See opinion of Court filed) V. 7 p. 43. Judgment. W. L. Greeley, Prothy. Fi Fa 87 Sept Term 1925- Sept 4 1925- The above judgment for costs Satisfied of record. Su Fi Fa

Albert L. Thomas
James D. Roberts
123

Dec 29 1924 Reed
P. Deft $ 8.00 costs
in this case
V. L. Greeley-Pro

Emmet E Burchard
vs
School District of
Randolph Township
Entered Aug. 21. 1923

Pro Greeley 3.50
Pro Greeley since 1.50
atty 1-3# 2.5 paid 3.00

Of No. 77 May Term, 1923
Appeal by plaintiff from the findings and report of the viewers, assessing damages for land of plaintiff taken for School purposes
Dec. 17, 1923, Issue framed by agreement of counsel, filed.
On Trial List for 1st Monday of Jan. 1923 No. 21
Jan. 7, 1924 continued by consent
On Trial List for first Monday of Jan. 1925, No. 5.

This case discontinued Dec. 29-1924.
J O Roberts atty for Plff

SEPTEMBER TERM, 1923

W. O. Morrow
Francis F. McClintock
124
Roy L. Peters Aug. 31, 1923

Bruce L. Liddicoat
vs.
William Liddicoat, Administrator of the estate of Louisa S. Liddicoat, deceased.
Issued Aug. 22, 1923

Tax & writ (pd Aug. 24/23	2.00
Shff. Litchall	7.40
1/16/25 pd by check 4	
atty atty mc clintock	3.00
vis & sines	2.50

Summons in Assumpsit, Returnable First Monday of September next.

Writ returned: Served the within summons on the within named William Liddicoat, on August 30, 1923, by handing to him a true and attested copy of the writ, and making known to him the contents thereof. So answers.

H. B. Litchall, Sheriff

Sep. 3, 1923. W. O. Morrow, Esq., and Francis F. McClintock, Esq., appear for plaintiff in above case. (See paper filed)

Dec 4, 1923. Statement of Plffs. Claim filed.

Dec. 17, 1923. Acceptance of service of copy of plaintiff's Statement of claim filed.

Dec. 18, 1923. Affidavit of defense in the nature of a demurrer, filed. Acceptance of service of same filed Dec. 26, 1923.

Jan 16 1925 Recd from Wm Liddicoat Twelve and 00/100 Dollars costs in this case.
V. L. Freeley Pro

Jan. 16 1925
Received from
Pro. Freeley $7.40
My costs.
H. B. Litchall Shff

Otto Kohler
125

Dec 12 1923 Recd of Pfff atty Twelve and 20/100 Dollars costs in this case
V. L. Greeley Pro

Received Dec. 12, 1923 from V. L. Greeley Pro. / Five 50/100 Dollars my costs. Otto Kohler 12/12/23

Dec 12-1923 Recd of Pro Greely Three & 50/100 Dollars my Cost
H. B. Cutshall
Dec 0/12 Sheriff

No. 152 February Term, 1923.

S. J. Neal
vs.
S. W. McWilliams
defendant, and Erie Railroad Company, Garnishee.
Issued Aug. 25, 1923

Tax + writ (Atty pd)		2.50
Shff. Cutshall		3.50
Pro. Greeley		2.50
Atty		3.00
Sat		.20
cert issued	12:20	.50

Of No. 152 February Term, 1923.
Attachment Execution
Returnable to next term:
To attach the debts, deposits, goods and chattels, rights and credits of and moneys due S. W. McWilliams in the hands of the Erie Railroad Company

Sept. 6, 1923. Interrogatories to Garnishee filed.

Now, Sept. 6, 1923, rule on Erie Railroad Company to answer interrogatories within five days after service of copy.- Granted. By Hon. Thos. J. Grather, P.J.
(See paper filed)

Sept. 7, 1923 Certified copy of Interrogatories and rule issued
Sept. 7, 1923 Answers of Erie Railroad Co. Garnishee, to Interrogatories filed

Writ returned: Served the within writ on the Erie Railroad Co. as Garnishee on August 28, 1923, by handing a true and attested copy of the writ to A. L. Kline, Supt. of said Company, and making contents of same known to him. Nihil Habet as to S. W. McWilliams. So answers H. B. Cutshall, Sheriff.

And now, Sept. 10, 1923, On motion in open Court, judgment is granted against the Erie Railroad Company, Garnishee, on answers to interrogatories. Per Curiam. (See paper filed) Cert. p. 147.

On Argt. List for Sept. Term, 1923. No. 9

Oct. 1, 1923. Let judgment be entered in favor of plaintiff, and against Erie Railroad Co., Garnishee for $158.07,- amount admitted by its answer. Per Curiam.

Debt $158.07
Int. from Oct. 1, 1923.
Judgment
V. L. Greeley, Pro.

Corp. p. 225. 147

Received Dec. 3. 1923, from the Erie Rail Road Company Garnishee check for $158.07 in full for judgment taken against said Garnishee on attachment execution proceedings, said Garnishee being thereby released from further liability.

Otto Kohler
Atty for Pff.

SEPTEMBER TERM, 1923

B B Pickett
126

Feb. 9, 1924 Recd of Libellant per B B Pickett Esq. his Atty $23.90 being Shffs. & Pros. costs.
V L Greeley, Pro.

Febry 13-1924 Recd of Pro Greeley Fourteen & 85/100 Dollars thy Costs
N B Cutshall
o.k.p Sheriff

Frank M. Woods
vs
Evelyn Kilgore Woods
Issued Aug. 27, 1923

Pro. Greeley (Atty pd) #	2.25
Shff Cutshall	5.95
Shff Cutshall onal	1.85
Sheriff Cutshall on proc	6.25
O. Clare Kent, Master (Paid)	25.00
Pro. Greeley	3.00
Pro. use of County, atty	6.85 / 3.00

Subpoena in Divorce; Returnable to First Monday of October next.

And now, Aug. 27, 1923, Subpoena awarded (Signed) Thos. J. Prather, P J.

Subpoena returned Oct. 1, 1923, the Sheriff makes affidavit that he has made diligent search and inquiry for said respondent Evelyn Kilgore Woods in said county, and that she could not be found therein."

So answers N.B. Cutshall, Shff

Oct. 3, 1923. Alias subpoena in divorce issued, returnable to first Monday of Nov. next.

Alias Subpoena retd: Nov. 5, 1923, the within named Evelyn Kilgore Woods not found in my bailiwick.

So answers N.B. Cutshall, Shff

Nov. 9, 1923. Order for proclamation issued, returnable to first Monday of Jan. next.

And now, January 7, 1924, I, N.B. Cutshall, Sheriff of Crawford County, do hereby certify and make return, That I have made proclamation in the above entitled case according to law, and caused the same to be published in the Meadville Tribune, a newspaper printed within my bailiwick, for four weeks successively prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached.

So answers N.B. Cutshall, Sheriff.

Now, Jan. 7, 1924, O. Clare Kent, Esq. is appointed Master in this case. By Hon. Thos. J. Prather, P.J. (See paper filed) Com. issued.

Feb. 8, 1924 Master's report and testimony filed.

On Argument List for Feb. Term, 1924 No. 26.

March 24, 1924. After due consideration, a divorce is decreed as prayed. Per Curiam.

Decree: And now to-wit March 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 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. Woods be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him, the said Frank M. Woods the libellant, and the said Evelyn Kilgore Woods, 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 married

(See paper filed.)

Per Curiam

John O. & Walter J. McClintock

127

Petition of Emeline E. Roddy for the adoption of John H. Appleby, an adult person. Entered Aug. 27, 1923

1-18-24 ✓

Pro. Greeley paid $3.00

Aug. 27, 1923 Petition & consent of John H. Appleby presented to Hon. Thomas J. Prather, P.J.

Decree.

Now, August 27, 1923. On hearing the foregoing petition and the accompanying declaration and consent, the court orders and decrees that the said John H. Appleby shall henceforth have all the rights and be subject to all the duties of a child and heir of the said Emeline E. Roddy, the petitioner, and the said Emeline E. Roddy shall have all the rights and be subject to all the duties of a parent of the said John H. Appleby, as fully, and to all the intents and purposes as if the said John H. Appleby had been born the lawful child of the said Emeline E. Roddy.

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

Aug. 27, 1923 Certified copy of decree issued.

SEPTEMBER TERM, 1923

John L. Spencer
128

Roy L. First
vs.
Fannie E. First
Issued Aug. 27, 1923.

Jay & writ (Atty pd) #	2.00
Shff Cutshall	9.74
Prd. Greeley	10.00
Master (paid)	25 00
atty	3.00

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

And now August 27, 1923, subpoena awarded (Signed) Thos. J. Brother, P. J.

Subpoena returned. Served Fannie E. First, the within named respondent, by giving to her at No. 455 East 16th St. City of Erie, State of Pennsylvania, on Sept. 7, 1923, a true and attested copy of the within, and making known to her the contents of the same. So answers Wm. D. Brown, Sheriff of Erie County.

(See deputization by Sheriff of Crawford Co. endorsed on subpoena)

And now, Sept. 14, 1923, Rule to show cause granted why the Court should not order and direct the libellant to pay to the respondent alimony pendente lite and allow her a reasonable amount as attorney fees to enable her to procure counsel and prepare her defense to the allegations of the libellant.

(See paper filed.) Per Curiam

On Argt. List for Sept. Term, 1923. No. 12.

Nov. 15, 1923. Amended libel in divorce, allowed by the Court and filed.

Nov. 16, 1923. Proof of service of amended libel in divorce upon Thomas & Thomas as attorneys for respondent filed.

Nov. 17, 1923. Answer to respondent's petition for alimony and counsel fees filed.

Now, Jan. 7, 1924. Walter J. McClintock, Esq., is appointed Master in this case. By Hon. Thos. J. Brother, P. J.

(See paper filed) Commission issued

And now, January 21, 1924, the rule for alimony and counsel fees in this case is hereby discontinued.

Thomas & Thomas
Attys for Libt

Feby 11, 1924 Testimony on part of Libellant and report of Master filed.

On Argument List for Feb. Term, 1924. No. 29.

March 24, 1924. After due consideration, a divorce is decreed as prayed.

Per Curiam.

Feby 13 1924 Recd of Plff by atty Ten Dollars my costs
U. L. Greeley Pro.

Feby 13 1924 Recd of John C Spencer my Costs nine & 74/100 Dollas
W. B. Cutshall
Dep O.H.P. Sheriff

Decree:

And now, to-wit March 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 Roy C. First be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between him, the said Roy C. First, the libellant and the said Fannie E. First 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 hitherto, in pursuance of said marriage 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.

Charles B. Stegner 129	Petition of David N. Burrows and Minerva Burrows, husband and wife, for the adoption of Earl Eugene Hawkins, a minor. Entered Aug. 27, 1923. Geo. Speeley 8-27-23 paid 3.00	Aug 27, 1923. Petition, with consent of mother of child, and supporting affidavits annexed, presented to the Hon. Thos. J. Brather, P.J. and filed. Decree: And now, August 27, 1923, The Court upon consideration of the foregoing petition, being satisfied that the welfare of the said Earl Eugene Hawkins 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 Earl Eugene Hawkins shall assume the name of petitioners, and be hereafter known and called by the name of Earl Eugene Burrows, and shall have hence-forth all the rights of a child and heir of the said David N. Burrows and Minerva Burrows, 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 the Act of Assembly in such cases made and provided. Per Curiam (Signed) Thos. J. Brather, P.J. Aug. 27, 1923. Certified copy of decree issued.

130

Carrie Foy, now use
of Mazie Green
vs.
Chas. M. Lewis
Entered Aug. 28, 1923

Pro. Greeley (paid) 2.25
Bkf. on orig. 2.25

Of No. 3 November Term, 1918.
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 Three Hundred Dollars, being the amount of debt now due on the original judgment.

Debt 300.00
Int. from Sept. 22, 1922.

L. page 113.

Judgment
W. L. Greeley, Pro

Roy S Peters
131

May 6, 1924 Recd from Lib'lant, per Roy S. Peters, Atty, $19.80 being Shff's & Pro's Costs.
V. L. Greeley, Pro

May 7, 1924
Received $9.95 my costs from Pro. Greeley
H B Kratshall
Sheriff

George F. Brown
vs
Lotta Brown.
Issued, Aug. 29, 1923

	#
Jay & wife (paid)	2.00
Shff Kratshall	1.85
Shff Kratshall on alias	1.85
Shff Kratshall on Proc.	6.25
Pro. Greeley	2.00
Roy S. Peters Master (paid)	25.00
Pro. use of Co	7.85
atty	3.00

Subpoena in Divorce.
And now, August 29, 1923, subpoena awarded, Returnable to the first Monday of October next.
(Signed) Thos. J. Brather, P. J.

Subpoena returned: Oct. 1, 1923, the within named Lotta Brown not found in my bailiwick. So answers
H. B. Kratshall, Sheriff

Oct. 1, 1923 Alias subpoena in divorce issued returnable to first Monday in Nov. next.

Alias subpoena returned: Nov. 5, 1923, The within named Lotta Brown not found in my bailiwick.
So answers H B Kratshall, Shff.

Nov. 8, 1923. Order for proclamation issued, returnable to first Monday of January next.

And now, Jan. 7, 1924, 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. Kratshall, Sheriff.

And now, to wit, Jan. 19, 1924, Arthur L. Knapp, Esq., is appointed Master to take testimony on the part of the libellant, and to make due return thereof to Court.
(See paper filed) By Hon. Thos. J. Brather, P. J.

Feby 15, 1924 Testimony on part of Libellant and Report of Master filed.

On Argument List for Feb. Term, 1924, No. 28.

On Argument List for May Term, 1924, No. 10

July 7, 1924 After due consideration a divorce is decreed as prayed.
Per Curiam.

Decree; And now to wit, July 7, 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 George F. Brown be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between him the said George F. Brown, the libellant, and the said Lotta Brown, the respondent.

And that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at any time hereto-fore in pursuance of said marriage, shall cease and determine:

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

(See paper filed)

SEPTEMBER TERM, 1923

132

Venire for the
First
Monday of October
1923
Issued Aug. 31, 1923.

Pro Speeley 12-29-23 paid $3.50

Venire to draw, from the names from the Jury-Wheel and summon fifty four qualified 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 24, 1923, it appearing by reason of conflicting engagements of counsel and continuance of cases required by reason thereof that there is not a sufficient number of cases for trial as listed for the first week of October, - said trial list is adjourned and continued to the fourth Monday of October next, to wit, October 22, 1923, said cases to be taken up for trial at that time in the order published for the first week of October, subject to whatever changes may be or have been made, occasioned by continuances.

The Sheriff of Crawford County is hereby ordered to notify jurors summoned to attend Court the first week of October of said adjourned trial list, with notice to appear for jury duty the fourth week of October, 1923.

And the Prothonotary is directed to give notice of said adjournment by publication in a Titusville and a Meadville newspaper.

Per Curiam.

(See paper filed)

Return: And now, Oct. 22, 1923, I A.B. Gutshall, Sheriff of Crawford County, do hereby certify and make return that I have summoned the 54 persons whose name 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 Fourth Monday of October, 1923, except Lyle Box and Miss. Neva Knapp, who were not found in my bailiwick.

So answers

A.B. Gutshall, Sheriff.

Otto Kohler
1.33

Feby 22 1924 Recd of Pdff by atty Twenty one and 80/100 Dollars Shff + Prothy costs
U. L. Greeley Pro

Feb. 22 1924 Recvd from Pro Greeley 9.95 my costs
H B Kutshall Sheriff

Georgia Hatch
vs.
Edgar Hatch
Issued Sept. 1, 1923

	$
Jay + writ	2.00
Shff. Kutshall	1.85
Shff. Kutshall on alias	1.85
Shff. Kutshall on proc	6.25
Pro. Greeley	2.00
Wesley B Best Master Fee	25.00
Pro Fees of Co	7.85
atty	3.00

Subpoena in Divorce
And now, Sept. 1, 1923, Subpoena awarded, returnable to the first Monday of October next.
(Signed) Thos. J. Brother, P.J.
Subpoena returned: Oct. 1, 1923 the within named Edgar Hatch is not found in my bailiwick.
So answers H.B. Kutshall, Shff.
Oct. 3, 1923 Alias subpoena in divorce issued, returnable to first Monday of Nov. next
Alias Sub. retd: Nov. 5, 1923 the within named Edgar Hatch not found in my bailiwick. So answers
H.B. Kutshall, Shff.
Nov. 5, 1923. Order for proclamation issued, returnable to first Monday of January next.

And now, Jan. 7, 1924, 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, Jan. 7, 1924, Wesley B Best, Esq. is appointed Master in the above case. By Hon. Thos. J. Brother, P.J.
(See paper filed) Commission issued.
Feby 14 1924 Testimony on part of Libellant and Report of Master filed
On Argument List for Feb. Term, 1924, No. 29.
Now, March 24, 1924, After due consideration, a divorce is decreed as prayed, and at cost of respondent. Per Curiam.
Decree: And now, to wit, March 24, 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 Georgia Hatch be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him the said Georgia Hatch, the libellant, and the said Edgar Hatch 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, 1923

Geo. Eldred
134

Marie E. Ribb
vs.
John Benjamin Ribb
Issued Sept. 1, 1923.

	#
Tax & writ (paid)	2.00
Shff Cutshall	1.85
Shff Cutshall on alias	1.85
Shff Cutshall on prec.	6.25
Pro. Greeley	9.85
W. J. Birdsvan, Master	25.00
atty	3.00

May 8 1924 Rec'd of Pff by atty Nineteen and 85/100 Dollars Shff & Prothy costs
U. Pro. Greeley Pro

May 8, 1924.
Received $9.85 my costs from Pro. Greeley
H B Cutshall Shff

Subpoena in Divorce.

And now Sept 1, 1923, Subpoena awarded; returnable to first Monday of October next.

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

Subpoena returned: Oct 1, 1923 The within named John Benjamin Ribb is not found in my bailiwick. So answers H. B. Cutshall, Shff.

Oct. 1, 1923 Alias subpoena in divorce issued, returnable to first Monday of Nov. next

Alias subpoena rtd: Nov. 5, 1923, the within named ~~deft~~ John Benjamin Ribb not found in my bailiwick. So answers

H. B. Cutshall, Shff

Nov. 5, 1923. Order for publication issued returnable to first Monday of Jan. next.

And now, Jan. 7, 1924 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

And now, Jan. 7, 1924 W. J. Birdsvan, Esq., is appointed Master in above case. Per Curiam. (See paper filed) Com. issued.

Feb 12, 1924 Testimony on part of libellant and report of Master filed.

On Argument List for Feb. Term, 1924, No. 30.

On Argument List for May Term, 1924, No. 11.

July 7, 1924, After due consideration a divorce is decreed as prayed and at cost of respondent. Per Curiam.

Decree: And now to wit, July 7, 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 Marie E. Ribb be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Marie E. Ribb, the libellant, and the said John Benjamin Ribb, 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.)

135

W. F. Klie, Executor of the last will and Testament of Nelson J. Wilmoth, decd,
vs.
Burdell Wilmoth
Entered Sep. 4, 1923

Pro. Greeley (Plff. paid) # 2.25
Plff on Original 1.25

O.S. No. 205 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 Five hundred Dollars, being the amount of debt now due on the original judgment, with interest from April 15, 1923, and costs.

Debt # 500.00
Int. from April 15, 1923

W. page 219.

Judgment
W. L. Greeley, Prothy.

Credit: Interest paid to July 15, 1923.

Aug 2, 1923. Received satisfaction in full of the within judgment, debt, interest and costs, & the Prothonotary is authorized to mark same satisfied of record.

W. F. Klie, Ex
Executor of Nelson J. Wilmoth, decd.

Otto Kohler 136	✓ Petition of LeRoy Stadler and Nellie Stadler, husband & wife for the adoption of LeRoy George Longacker Entered Sept. 4, 1923 Pro. Greeley 9-8-23 # paid 3.00	Sept 4, 1923 Petition, consent of May Longacker, mother of child, and supporting affidavits, presented in open Court and filed. Decree Now, September 4, 1923 upon petition of LeRoy Stadler and Nellie Stadler praying for leave to adopt LeRoy George Longacker, a minor son of May Longacker, to which the mother of said minor has consented in writing, and after due consideration, the Court being satisfied that the welfare of the said LeRoy George Longacker will be promoted by the adoption prayed for in said petition, the prayer of said petitioners is granted; and it is ordered and decreed that the said minor shall assume the name of the petitioners and be known hereafter and called by the name of LeRoy George Stadler, and shall have henceforth all the rights of a child and heir of the said LeRoy Stadler and Nellie Stadler, 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 the Act of Assembly in such case made and provided. Per Curiam. (See paper filed) (Signed) Thos. J. Prather, P.J. Sept. 4, 1923. Certified copy of decree issued.

J. E. Bossard 137	Petition of Salvatore Acquaviva and Anna Acquaviva, his wife, for the adoption of Grace Acquaviva, as their heir at law. Entered Sept. 4, 1923. Pro. Speeley 9-11-23 Paid 3.00	Sept. 4, 1923, Petition, supporting affidavits, and consent of Andrew Acquaviva, surviving parent of child, presented in open Court and filed. Decree: And now, to wit, September 4, 1923, upon presentation of the foregoing petition in open Court, and it appearing to the Court that Vincenzina Acquaviva, the mother of the said Grace Acquaviva, is dead, and that Andrew Acquaviva, the father of said Grace Acquaviva, gives his consent to the adoption as prayed for, and that the petitioners are persons of respectability, good character and property, and that the welfare of the said minor child will be promoted by such adoption;—On motion of J. E. Bossard, Esq., attorney for the petitioners, it is ordered and decreed that the prayer of the petitioners be granted, and that the said Grace Acquaviva shall assume the name of the petitioners and be hereafter known and called by the name of Grace Acquaviva, and shall have henceforth all the rights and be subject to all the duties of a child and heir of Salvatore Acquaviva and Anna Acquaviva, his wife, according to the provisions of the act of Assembly in such case made and provided. Per Curiam. (See paper filed) (Signed) Thos. J. Spather, P. J. Sep. 4, 1923. Certified copy of decree issued.

SEPTEMBER TERM, 1923

John A. Boland 138	The Borough of Cambridge Springs vs. Mrs. Claud Rook, otherwise known as Mrs. Mattie J. Rook Issued Sept. 5, 1923 Jax + writ 12-22-23 paid 2.00 Shff. Gutshall 5.60 Proth. fine 12-22-23 paid .50	Summons in Assumpsit Returnable to next term. Sept. 5, 1923 Plaintiffs statement filed Writ returned Sept. 10, 1923.- After diligent search, I fail to find the defendant, Mrs. Claude Rook, in my bailiwick. So answers, H.B. Gutshall, Shff Nov 12-1923. This can be fully paid and is now satisfied. J.A. Boland atty for Pltff

139

Vinnie L Dickson
vs
Mary Beiter
Entered Sept. 6, 1923

Pro. Greeley (pd by Dft) 2.25

Of No. 130 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 Sire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said County, and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendant with all the waivers and conditions contained in the original judgment note for the sum of Three Hundred Dollars, being the amount of debt, interest and costs now due on the original judgment

Debt $300.00
Int. from Sep. 19, 1923

Be. page 154

Judgment
V.L. Greeley, Prothy.

Am Sci Fa no 133 Sept Term 1928

SEPTEMBER TERM, 1923

140 A.S. Richmond	Charles R. Denick vs Ellen Keating Entered Sept 10, 1923 # Tax Entry 1.50 Costs on Trans (Filed Sept) 8.65	Appeal by Deft from the Judgment of A.L. Boynton, Esq., Alderman

141	✓ E. B. Wolfe vs. M. E. Wyatt and Schuyler Wyatt, co-partners under the firm name of ✓ M. E. Wyatt & Son Entered Sept. 10, 1923 # Jas. Fentry, (paid) 1.50 Costs on Trans. (paid by Plt.) 7.25	Appeal by Defts. from Judgment of E. P. Zimmerman, Esq., Justice of the Peace.

141½	In re Independence Indemnity Company of Philadelphia Pa. Entered Sept. 10, 1923 Pro. Speeley 10-9-25 paid 3.00 Pro. G. for Co. Oct. 2, 1925 pd 1.00	Sept. 10, 1923 Certificate of the Insurance Commissioner of Penna, authorizing said Indemnity Company to become insurer against loss and damages resulting from various casualties, filed. Oct. 2, 1925 Certificate of authority by Ins. Comr of Penna, dated Mar. 30, 1925, filed. Mar. 1, 1930, Financial Statement as of Dec 31, 1929, filed (Ex. 00 pd) April 29, 1931, Financial Statement as of Dec. 31, 1930, filed. Mar 26, 1932, Financial Statement as of Dec. 31, 1931, filed.

Arthur R. Thompson
1

Mch 1 1924 Recd of Pltff by atty Seven and 85/00 dollars my costs
V. L. Greiley Pro

William Graff
vs.
Louise R. Graff
Issued Sept. 10, 1923

Tax & writ	pd 1-10-24 #	2.00
Shff. Cottshall		10.65
Master	paid	25.00
Pro Greiley		7.85
atty		3.00

Subpoena in Divorce
Sept. 10, 1923 Subpoena awarded as prayed for; Returnable the first Monday of November, 1923
(Signed) Thos. J. Brather, P.J.

Subpoena returned: Served the within Subpoena in Divorce on the Respondent personally on the third day of Nov. 1923, 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. Cottshall, Sheriff.

And now, Nov. 15, 1923, Chas. B. Steiner, Esq. is appointed Master in this case.
(Sgd) Thos. J. Brather, P.J.

(See paper filed) Com. issued.

Dec 28 1923 Testimony on part of Libellant and Repot of Master filed.

On Argument List for Feb. Term, 1924, No. 31.

Now, March 24, 1924, After due consideration, a divorce is decreed as prayed. Per Curiam.

Decree: And now, to wit, March 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 William Graff be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him the said William Graff, the libellant, and the said Louise R. Graff, 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)

NOVEMBER TERM, 1923

E. W. McArthur 2	✓ Archie E. Gaston vs ✓ John M. Wade Issued Sept. 10, 1923 Pro. Greeley (Garnishee) # 2.00 Shff. Cutshall 2.40	Of No. 7 November Term, 1918 Scire Facias to revive and continue the lien of the above judgment, Returnable to next Term. Writ returned: Nov. 12, 1923. Nihil habet as to John M. Wade, not found in my bailiwick. So answers, H. B. Cutshall, Sheriff.

3

Lizzie V. Graham,
Petitioner
vs
Wesley B. Best,
Joseph W. Miles,
surviving husband of
Emilie B. Miles, and
Joseph W. Miles,
guardian of Virginia Graham,
Respondents
Entered Sept. 10, 1923
Pro. Greeley # 5.00

Sept. 10, 1923 Petition of Lizzie V. Graham concerning lost deed executed and delivered by heirs of David Best and Elizabeth Best, deceased, presented in open court and filed.

Sept. 10, 1923, upon consideration of the within and the appearance of Wesley B. Best, and Jos. W. Miles, for himself and as guardian, who have waived the issuing of a subpoena and have made answer, it is ordered that a hearing upon said petition and answers be and is hereby fixed for Saturday, Sept. 15, 1923, at 1:30 o'clock P.M.
Per Curiam.

Sept. 10, 1923 Answer of Wesley B. Best filed.

Sept. 10, 1923 Answer of Joseph W. Miles, surviving husband of Emilie B. Miled and guardian of Virginia Graham, filed.

Sept. 15, 1923. Continued by consent to Tuesday, Sept. 18, 1923, at 10 o'clock A.M. Per Curiam

Sept. 18, 1923 Evidence heard in open court, before Hon. Thomas J. Brather, P.J., and petition granted. Counsel to prepare decree.

Decree: And now, September 18, 1923.- Testimony of witnesses having been taken in open court concerning the averments set forth in the petition and answers in the above stated case, and it appearing therefrom, and it is hereby found as facts, that all of the other remaining and surviving heirs of David Best and Elizabeth Best, late of the City of Meadville, deceased, did on or about the 26th day of November, 1892, make, execute and deliver to the petitioner, Lizzie V. Graham, all their interest in an undivided one half interest of a certain piece or lot of land situate in the First Ward of the City of Meadville, County of Crawford and State of Pennsylvania, bounded and described as follows: On the north by land of Fannie McFarland; on the east by land of Mrs. Kennedy Davis; on the south by Cherry Alley, and on the west by Park Avenue; fronting on said Park Avenue fifty feet, and extending back fifty feet to said Davis line; with a two story brick block thereon; Being the same land deeded to David Best, deceased, by Jesse Rupp, I.A. and Ann McFarland, Jesse R. and R.E. Rupp,- which said deed has been lost or destroyed and was never recorded.

Wherefore, it is ordered, adjudged and decreed that title to an undivided one half interest in said land above described is and shall be and remain firm and stable in the said Lizzie V. Graham, her heirs and assigns forever, with the same

— Continued on margin —

force and effect as if the said deed from all of the remaining and surviving heirs of David Best and Elizabeth Best, duly executed and delivered to the said Lizzie V. Graham on or about the 26th day of November, 1892, had been duly recorded and remained in existence and in her possession.

Signed Per Curiam
Thos. J. Brather,
President Judge

Attest:
V.L. Greeley, Prothonotary.
(See paper filed)

Albert L Thomas 4	Eva Henry vs Floyd S. Minnis, and John G Pinkle and Mrs. Maysel A Laws, Terre Tenants Issued Sept. 10, 1923 Tax & writ (paid) $2.25 Rec. Boswell .50 Shfs. Critchfield (paid by Attys) 4.20 Pro. Greeley.	Sci. Fa. sur Mortgage recorded in Mortgage Book No. 121, page 52; Returnable 1st Friday, Sept. 21, 1923. Sept. 10, 1923 Affidavit of default and ownership of land filed. Writ returned: Oct. 9, 1923, writ returned by order of plaintiffs attorney. So answers, H.B. Critchfield, Sheriff

Otto Kohler

5

Oct. 20, 1923 Recd of Plff. per Otto Kohler, Esq. #7.80, being Sheriffs & Pros costs.
V.L. Greeley, Pro

Oct. 20 1923
Recvd from Pro. Greeley Five & 30/100 Dollars. in my costs
B.B. Birtshall Sheriff

The W. Bingham Co.
a corporation
vs
J. H. Wolff
Issued Sept. 11, 1923

	#
Tax & writ (pd by atty)	2.00
Shff. Birtshall	5.30
Pro. Greeley	2.50
Atty	3.00

Summons in Assumpsit
Returnable to first Monday of October Nx.
Sept. 11, 1923. Statement of claim filed.
Writ returned: Served the within summons together with plaintiffs statement of claim, on the within named J. H. Wolff, on Sept. 15, 1923 by handing to him a true and attested copy of each, and making known to him the contents thereof.
So answers B.B. Birtshall, Shff.
And now, Oct. 5, 1923, On motion of plaintiffs attorney, judgment is entered against defendant for want of an affidavit of defense, and liquidated at the sum of Four hundred and twenty-two Dollars and Thirty-one cents, with interest from date and costs of suit.
(See Rule Doc. 1, page 585)

	#
Debt	422.31

Int. from Oct. 5, 1923

W. page 151.

Judgment
V.L. Greeley, Pro.

NOVEMBER TERM, 1923

Donald b. Thompson

vs.

Thomas

Oct. 1, 1923

Eugene J. Reilly and Company, a corporation,

vs.

Stephen P. Kristufek

Issued Sept. 11, 1923

Tax Writ paid		2.00
Shff. Birtshall		9.30
Pro. Greeley		1.00
Pro. Fee Co.		9.50
Plffs. Bill of Costs March 1924		15.98
Atty		3.00

10/2/1923 - Rec'd of plff's atty. $9.30 on account of costs. H.B. Birtshall Shff.

12-12-1924 - Rec'd by check ($15.98) in full of plff's bill of costs. Donald C. Thompson, atty.

Sept. 11, 1923. Summons in Assumpsit, Returnable to first Monday of October next.

Sept. 11, 1923. Plaintiffs statement filed.

Writ rtd: Served the within summons together with plaintiffs statement of claim on the within named Stephen P. Kristufek, on Sept. 22, 1923, by handing to him a true and attested copy of each and making known to him the contents thereof, at Connellsville, Pa.

So answered H.B. Birtshall, Shff.

Oct. 1, 1923. Affidavit of defense filed.

On Trial List for 1st Mon. of Mar. 1924. 1/2.

March 5, 1924 Jury selected and sworn.

And now, March 6, 1924, Rule to show cause granted why amendment to affidavit of defense should not be allowed. (See papers filed) Per Curiam.

Feby 4 1925 Rec'd of Plff by atty Thirteen and 50/100 Dollars

V. L. Greeley Pro

Same day, Case continued.

Feby 7, 1925, Rec'd of V. L. Greeley, Pro, Three ($3). Dollars, docket fee.

Thomas & Thomas atty.

On Argument List for May Term, 1924. No. 1. May 26, 1924. Argued - C.A.V.

Now, Sept. 2, 1924, rule to show cause why amended affidavit of defense should not be allowed, is hereby made absolute, upon condition that deft. pay the costs incurred and occasioned thereby, to wit, witnesses' and court costs. Per Curiam.

(See opinion filed)

Sept. 6, 1924. Assignments of Error filed, and bill of exceptions sealed. Per Curiam.

On Trial List for 1st Monday of Oct. 1924, No. 17

Oct. 6, 1924. Continued by consent.

Oct. 21, 1924. Plaintiffs Bill of costs at March Court, 1924, $15.98, filed

On Trial List for first Monday of Jan. 1925, No. 10.

And now, Jan. 6, 1925 jury selected and sworn.

Now, January 6, 1925, case having been called for trial and jury sworn, and plaintiff having no evidence to offer in the case, upon motion of counsel for the defendant for a compulsory non suit, the same is allowed and a compulsory non suit directed as against the plaintiff, with leave to plaintiff to move to take it off and assign reasons therefor within such time as allowed under the law and by Rules of Court.

(See paper filed)

Per Curiam.

Book 15 page 154.

Judgment.

V. L. Greeley, Prothy.

Leland J Culbertson ← Harry A. Smith
vs.
A. O Devore, Administrator of Estate of Jeptha Frazier, decd late of Mayfield Township
Issued Sept. 13, 1923

Tax writ (paid) 2.00
Shff Critchfield 2.60

Summons in Assumpsit, Returnable to the first Monday of October, 1923. D.p. 103; F.p. 143.

Writ returned: Served the within summons on the within named A.O. Devore, on Sept. 13, 1923, at 11:20 A.M. at the Sheriffs office in the Court-house, Meadville, Pa., by handing him a true and attested copy thereof, and making contents of same known to him.
So answers A.B. Critchfield, Sheriff

NOVEMBER TERM, 1923

Charles B. Stegner
8

Ruth Parker King
vs.
John King
Issued Sept. 18, 1923

	#
Jay + writ (paid)	2.00
Shff. Britshall,	1.85
Shff. Britshall on alias,	1.85
Shff. Britshall on Pro	6.25
A.R. Thompson, Master (Travel)	25.00
Bro. Greeley	2.00
Bro. G. for County	7.85
Atty	3.00

May 16 1924 Rec'd of Pfff by atty nineteen and 80/100 Dollars Shff + Proctrs costs
V. L. Greeley Pro

May 16 1924
Received $99.80 in full of costs
H B Britshall Sheriff

Subpoena in Divorce
And now, Sept. 18, 1923, Subpoena awarded, Returnable to first Monday of November next.
(Signed) Thos. J. Grather, P.J.

Subpoena returned: Nov. 5, 1923 the within named John King not found in my bailiwick
So answers H. B Britshall, Shff

Nov. 29, 1923 Alias subpoena in divorce issued, returnable to first Monday of January next.

Alias Subpoena returned Jan. 7, 1924: The within named John King not found in my bailiwick. So answers
H. B. Britshall, Shff.

Jan. 7, 1924 Order for publication of Sheriffs proclamation issued, returnable to second Monday of February next.

And now February 11, 1924, I, H. B. Britshall, 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 Britshall, Sheriff.

And now, Feb. 11, 1924, Arthur R. Thompson, Esqr. is appointed Master in this case. (Signed) Thos. J. Grather, P.J. (See paper filed.) Com. issued

May 14, 1924, Testimony and report of Master filed.

On Argument List for May Term, 1924, No. 12.

July 7, 1924. After due consideration a divorce is decreed as prayed and at cost of respondent. Per Curiam.

Decree: And now to-wit, July 7, 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 Ruth Parker King be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Ruth Parker King, the libellant, and the said John King, the respondent.

And that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at any time hereto fore, in pursuance of said marriage, shall cease and determine:

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

Per Curiam

(See paper filed)

Thomas & Thomas
9

Nov 13 1923 Recd of Plff by atty Eleven and 20/100 Dollars Shff & Prothp costs
V. L. Greeley Pro

Nov 13-1923 Rec'd of Pro Greeley Three 37/100 Dollars My Costs
H.B. Cutshall
o&p Sheriff

Grace B Freyermuth
vs
Archie W. Freyermuth
Issued Sept. 18, 1923

Tax & writ (paid)	2.00
Shff. Cutshall	3.35
J. E. Bossard, Master (Paid)	25.00
Pro Greeley	7.85
atty	3.00
	41.20

Subpoena in Divorce, returnable to first Monday of November next
And now, Sept. 18, 1923, Subpoena awarded. (Signed) Thos. J. Brather, P.J.
Subpoena returned: Served the within subpoena in divorce on the respondent personally, on the fifth day of Oct. 1923, 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.
And now, Nov. 5, 1923. Jeff. E. Bossard, Esq. is appointed Master in this case.
(Sgd) Thos. J. Brather, P.J.
(See paper filed) Com. issued.
Nov. 15, 1923. Testimony and report of Master filed.
On Argument List for November Term, 1923, No. 22.
Jan. 18, 1924. After due consideration a divorce is decreed as prayed and pt cost of respondent. 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 Grace B. Freyermuth be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her the said Grace B. Freyermuth, the libellant, and the said Archie W. Freyermuth 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

J. Perry Eckels
to
Donald E. Thompson
for rule

E. E. Ward
vs
Felix Kuczkowski
and
Mary Kuczkowski
Entered Sept. 19, 1923

Tax		
Pro. Greeley (Prothy)		3.00
Atty		3.00
Pro. Greeley on Rule 8-4-24 pd		2.25

Amicable Action of Ejectment for 100 acres of land, more or less in Spring Twp.

Sept. 19, 1923. Confession of judgment in Ejectment with copy of lease attached, filed.

"By virtue of the power of Attorney in the attached lease I enter an appearance in the Court of Common Pleas of Crawford County for the above named Felix Kuczkowski and Mary Kuczkowski and confess judgment of ejectment against them and in favor of E. E. Ward, for the premises, track of land and farm situate in the Township of Spring, County of Crawford, and State of Pennsylvania, described as follows, to wit: On the north by lands of Mrs. Carley Read, Horace Fields and Norman Griggs; on the east by line between Spring and Cussewago Townships and land of George Wenneley; on the south by land of Fred Whitmore and Charles Fields; and on the west by land of Milton Sweet, containing one hundred acres of land, more or less, together with costs of suit, and do authorize the immediate issuing and execution of a writ of Habere Facias Possessionem, with clause of Fieri Facias for costs, without notice and without asking leave of Court, waiving all irregularities, breach of the conditions of the lease having been made by failure of defendants to pay the rents therein stipulated.

(Signed) J. Perry Eckels
Attorney for Plaintiff.

K. p. 116-116

Judgment
W. L. Greeley, Prothy.

Hab. Fac. Poss. with clause of Fi. Fa. to No. 12 Nov. Term, 1923.

And now, Sept. 24, 1923, Upon petition of Defts. presented in open Court, rule to show cause granted why judgment should not be opened and deft. let into a defense, and why the execution should not be set aside; returnable to next term; all proceedings stayed in the meantime. Per Curiam.

(See paper filed)

Nov. 12, 1923. Answer of plaintiff to petition to open judgment, filed.

On Argt. List for Nov. Term, 1923. No. 7.

Nov. 28, 1923. No counsel in interest having appeared to this time case continued as by consent. Per Curiam.

On Argt. List for Feb. Term, 1924, No. 16.

Feb. 25, 1924. Rule discharged by consent of counsel and at Defts. costs. Per Curiam.

Alias Hab. Fac. Poss. with Fi. Fa. clause, to No. 66 May Term, 1924.

Curtis L. Webb vs L. E. Torry Albert L. Thomas June 25 1925 Fred C. Kubat Sh. Bro.	Charles J. Hein and Raymond J. Hein vs O. D. Sperry and J. A. Hanka, Constable. Issued Sept. 21, 1923 Jay 9, writ (pltf. pd) 2.00 Shff. Critchall 6.30 Geo. Greeley 6.50 Atty 3.00	Summons in Trespass; Returnable to first Monday of October next. Writ returned: Served the within summons on the within named O. D. Sperry on Sept. 21, 1923 in Brasewago Tp., by handing him a true and attested copy and making contents of same known to him. Also served the within summons on the within named J. A. Hanka on Sept. 22, 1923, by handing him a true and attested copy and making contents of same known to him. So answers, A. B. Critchall, Shff. Sept. 24, 1923 L. E. Torry, Esq., appears for defts. (See paper filed) June 9, 1925, Declaration and Statement of claim filed. June 26, 1925, Motion on part of defts. to strike off plaintiffs statement of claim filed. Service of copy of same accepted by Plffs. Atty. On Argument List for Nov. Term, 1927, No. 6 Nov. 28, 1927, Argued B.A.V. Now, December 5, 1927, Rule to strike off plaintiffs statement of claim is made absolute. Per Curiam. (See opinion filed) January 2, 1928, Amended Statement of plaintiffs claim filed by leave of Court. (See motion filed) On Trial List for 1st 2d Mon. of Oct. 1928, No. 24 And now, Oct. 9, 1928, Leave granted to file affidavit of defense. Per Curiam. (See paper filed.) Oct. 9, 1928, Affidavit of defense filed in open Court. And now, Oct. 9, 1928 Jury selected, called and sworn Oct. 10, 1928. At conclusion of plaintiffs evidence, defendant moved for compulsory non suit. After argument, non suit granted. Per Curiam. See pages 51-51 Judgment. V. L. Greeley, Prothy.

John O. McClintock
Walter J. McClintock
12

B. W. Blystone
vs.
~~Albert S. Faber, M. L. Burdick and M. E. Towne, co-partners doing business under the firm name of Faber, Burdick & Towne,~~
M. E. Towne and
M. L. Burdick
Issued Sept. 21, 1923

	#
Jas. Towit (paid)	2.00
Shff. Butchall's Exp. Shff.	7.40
Pro. Greeley	3.00
Atty	3.00

Nov 10. 1923. In Consideration of $657.28 paid as follows - Cash $333.28 + Note at six months for $324.00, this Judgment is assigned unto Mrs. Zillah O'Brien, of Cambridge Springs, Pa.
B. W. Blystone,
By John O. McClintock Atty.

And now, Nov. 10, 1923 This judgment, debt, interest and costs, assigned by Mrs. Zillah O'Brien to First Natl Bank of Cambridge Springs, Pa.
(See paper filed Nov. 6, 1923)

May 26 Pro
Rec'd Satisfaction in full of above Stated Judg. debt.
Int & Costs —
W. H. Breham
atty in fact.

Summons in Assumpsit, Returnable to first Monday of October next.
Sept. 12, 1923. Plaintiffs statement of claim filed.
Writ returned: Served the within summons on the within named Albert S. Faber and M. L. Burdick on Sept. 21, 1923, by handing to each of them a true and attested copy of the summons together with plaintiffs statement of claim and making known to them the contents thereof. Served the within summons together with plaintiffs statement of claim on the within named M. E. Towne, by handing a true and attested copy of each to Albert S. Faber, on Sept. 21, 1923, and making known to him the contents thereof. Said service being made at the place of business of said firm.
So answers H. B. Butchall, Sheriff

And now, Oct. 5, 1923. comes the plaintiff by his attorneys, and moves in open court for leave to amend the record and pleadings in the above entitled action, by striking out as parties defendant the following: Albert S. Faber, M. L. Burdick and M. E. Towne, co-partners doing business under the firm name of Faber, Burdick and Towne, so that the title of said case shall be, on the record and in the pleadings, "B. W. Blystone vs. M. E. Towne and M. L. Burdick";
And also moves for leave to amend the statement of claim heretofore filed, by striking therefrom paragraph numbered 2 thereof, and substituting therefor the following: "2. The defendants are M. E. Towne, of Jamestown, N.Y., and M. L. Burdick, of Cambridge Springs, Pa., the owners or reputed owners of the property for which the goods hereinafter mentioned were furnished."
Also, by striking from paragraph number 4 thereof the words, "with the defendant Albert S. Faber."
Also, by striking from Exhibit A. thereof the word, "Faber."
And now, Oct. 5, 1923, the amendments are allowed as above moved for, and the Prothonotary is ordered to note the same on the record. (Signed) Thos. J. Grather P.J. (See paper filed)
And now, Oct. 9, 1923. On motion of plaintiffs attorneys judgment is granted and entered against the defendants, M. E. Towne and M. L. Burdick, for want of an appearance and affidavit of defense, and liquidated at the sum of Six Hundred Twenty and 78/100 Dollars, together with costs. (See Rule Doc. 12 p. 584)

Debt $620.78
Int. from Oct. 9, 1923
Judgment
W. L. Greeley, Prothy.

J. Jr. 110; Bu. Jr. 180.
Fi. Fa. to No. 58 Nov. Term, 1923.

Charles B Steiner
Q. Terry Eckb

13

Mch 27 1924 Recd of Plffs Atty Four and 50/100 Dollars as costs
V. L. Greeley Pro

E. A. Semmence, trading as Star Electrical Company, of Erie, Pa.
vs
Barton B. Brickner, of Titusville, Pa.
Issued Sept. 24, 1923

	#
Tax & writ	2.00
Shff. Gutshall	10.20
Shff. Gutshall on Statement	2.60
Bro. Greeley	2.50
Atty	3.00

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

Writ returned: Served the within summons on the within named Barton B Brickner, Sept. 28, 1923, at his home in the city of Titusville, Pa. by handing to him a true and attested copy of the summons and making known to him the contents thereof.

So answers H. B. Gutshall, Shff.

Jan. 7, 1924. Statement of Plffs. claim filed. Statement served on Deft. by Sheriff, Jan. 9, 1924. (See affidavit on Statement)

And now, March 17, 1924, On motion of plaintiffs attorney, judgment is entered in favor of plaintiff and against the defendant for want of an affidavit of defense, and liquidated at the sum of Four hundred thirty-nine and 82/100 Dollars (See paper filed)

	#
Debt	439.82

Int. from March 17, 1924

Judgment
V. L. Greeley, Pro

Br. page 179.

Fi. Fa. to No. 27 May Term, 1924.
Aug. 4, 1930. Fi. Fa. to No. 109 Sept. Term, 1930
Sci. Fa. to No. 122 Sept. Term, 1930

NOVEMBER TERM, 1923

In the Matter of the Primary Election for the year 1923
Entered Sept. 24, 1923

Bro. Speeler 12-29-23 paid 2.00

Order of Court

And now September 21, 1923, It is ordered That George Bunce, John Schuler A.J. Moses, Annie Walter, John B. Turner and Theresa B. Shaffer, be and they are hereby appointed Officers of this Court, to assist in tabulating, computing, and certifying the votes cast at the primary election held in the County of Crawford and in the Cities of Meadville and Titusville, in said County, on the 18th day of September, 1923. Per Curiam
(See paper filed)

Sept 21 1923. Oath of asistants taken, and filed Sept. 24, 1923

John L. Spencer 15	Petition of Peter Assad for Correction of a deed made by O. H. Rondebush, late and then Sheriff of Crawford County, to Isaac Mondereau, and a deed from said Mondereau to Peter Assad, the petitioner Entered Sept. 25, 1923 Pro. Greeley, (Pd Oct. 11, 1923) $5.00	Sept. 24, 1923, Petition presented in open Court and filed. Decree And now, this 24th day of September, 1923, petition having been presented in open Court, praying for the correction of the wording as to the boundaries and measurements of a certain deed made to Peter Assad by Isaac Mondereau and wife, as recorded in Deed Book No. 198 on page 150, of date of February 24, 1914; and it appearing that the wording of this deed erroneously followed the wording in the deed made by Oscar Rondebush, then Sheriff of Crawford County, to Isaac Mondereau, as recorded in Deed Book No. 175 on page 290, of date of June 2, 1913; and it further appearing, according to the deed of William Reynolds to Lot

Sheriff, dated May 23, 1913, and of record in Deed Book No. 175, on page 290; being the same land formerly owned by Peter Johnson and wife.

Per Curiam.

(Signed) Thos. J. Prather, President Judge of the Court of Common Pleas Sitting in Equity.

(See paper filed)

Cooper, which deed is recorded in Deed Book E-4, on page 277; and also by deed of Lot Cooper to Peter W. Johnson and Hannah Johnson, his wife, which deed is recorded in Deed Book No. 151, on page 285, of date of August 1, 1899 A.D., that error was made in giving the distance along the Eastern boundary as Ninety feet, when it should have been given as Two Hundred and Ninety feet; - It is now ordered and decreed that Harley B. Gutshall, present Sheriff of Crawford County, shall make, execute and deliver to Peter Assad direct, a good and sufficient deed correcting the deed made by Oscar Rondebush, then Sheriff of Crawford County, to Isaac Mondereau; and also the deed made by said Isaac Mondereau and wife to Peter Assad by the respective deeds as above stated, so that said deed shall follow the correct wording as to boundaries and measurements as found in the deeds from William Reynolds to Lot Cooper, and then by Lot Cooper to Peter Johnson, also by the respective deeds heretofore stated; - the piece or parcel of land involved in each deed being the same piece or parcel of land intended to be conveyed; and which deeds reads as follows: "All that certain piece or parcel of land situate in West Mead Township, Crawford County, and State of Pennsylvania bounded and described as follows: On the north by Oak Street one hundred and thirty-six feet (136); on the east Two hundred and ninety feet (290) by lot now or formerly owned by Lot Cooper; on the south one hundred and twenty-five feet (125) by land now or formerly owned by John Fox; and on the west one hundred and seventy-six feet (176) by the extension of Terrace Street of the City of Meadville, with a frame house and barn thereon; and being the same land that was conveyed to the grantor, Isaac Mondereau by deed from Oscar Rondebush

— Continued on margin —

Charles B. Stegner 16	Petition of John Whitten and Mildred Whitten, his wife for the Adoption of Henry Carlson as their Child and heir. Entered Sept 25, 1923 # Pro. Greeley 3.00	Sept. 24, 1923. Petition with supporting affidavits and consent of Juvinile Court officer of Titusville, annexed, presented in open Court. Decree: September 24, 1923, the Court upon consideration of the foregoing petition, being satisfied that the welfare of the said Henry Carlson 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 the said Henry Carlson shall assume the name of petitioners and be hereafter known and called by the name of Henry Whitten, and shall have hence forth all the rights of a child and heir of the said John Whitten and Mildred Whitten, 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 the Act of Assembly in such cases made and provided (See paper filed) Per Curiam.

Otto Kohler

17

R. to 2nday for the use of B. Henry Utech
vs
W. R. Sitler
Issued Sept 25, 1923

Pro. Greeley (Atty pd)	#	2.00
Shff Butchall (pd)		2.60
Pro. Greeley 9-7-28 paid		2.50
Atty		3.00

Of No. 60 November Term, 1914
Scire Facias to revive and continue the lien of the above judgment, Returnable to first Monday of November next. Si. page 105
See Fi. Fa. to No. 19 Nov. Term, 1923
Writ returned: Served the within writ on the within named W. R. Sitler, on Sept. 25, 1923 at the residence of Mrs. Sitler No. 424 Walnut 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. Butchall, Sheriff
And now, August 2, 1928, On motion of plaintiffs attorney, judgment is entered against the defendant W. R. Sitler for want of an affidavit of defense, and same liquidated at the sum of One thousand one hundred and twenty-five and 45/100 Dollars, with interest from date and costs of suit.
(See paper filed)

Debt	#	1125.45
Attys Com included		27.09
Judgment		

Si. page 7
V. L. Greeley, Prothy.

NOVEMBER TERM, 1923

Thomas & Thomas 18	Whitehill, Gleason Motors, Inc vs. J. Edwin Gaskill Issued Sept. 25, 1923 Tax & writ (pd by T. & T.) $2.00 Shff Butchall 2.40	Summons in Assumpsit, Returnable to next term. Sept 25, 1923, Affidavit that plaintiff's claim exceeds $300.00 filed. Writ returned: Nov. 12, 1923. The within named J. Edwin Gaskill is not found in my Bailiwick. So answers H.B. Butchall, Shff

NOVEMBER TERM, 1923

Curtis L. Webb
19

Rose E Benninger
vs
Charles W. Benninger
Issued Sept 28, 1923

Jay twp 10-2-23 paid 2.00
Shff Cutshall 1.85
Shff Cutshall on alias, 1.85
Shff Cutshall on Pros 6.25
Master paid 25.00
Prs Greeley 9.85
atty 3.00

Subpoena in Divorce
And now Sept 28, 1923 Subpoena awarded Returnable first Monday of November, 1923.
(Signed) Thos J Prather P.J.
Subpoena returned. The within named Charles W. Benninger not found in my bailiwick. So answers H.B. Cutshall Shff.
Nov 27, 1923. Alias subpoena in divorce issued, returnable to first Monday of January next.
Alias subpoena returned Jan. 7, 1924. The within named Chas. W. Benninger not found in my bailiwick.
So answers H.B. Cutshall Shff
Jan. 7, 1924. Order issued for publication of Sheriffs proclamation, returnable to next term.

Feby 20 1924 Recd of C.L. Webb atty Nineteen and 80/100 Dollars Shff & Prothys costs U.L. Greeley Esq

and now Feb 20-1924 Recd of Prs Greeley Nine & 05/100 Dollars my Costs
H.B. Cutshall
O.K.P. Sheriff

And now Feby 11 1924 I have made proclamation in the above entitled case according to law and caused the same to be published in the Cochranton Times a News paper printed within my bailiwick for four weeks successively prio to return day thereof as per copy of said proclamation and proof of publication herto attached So Answers H.B. Cutshall Sheriff
And now Feby 11, 1924 J. Perry Eckels Esq is appointed Master in said case & make report to the Court Thos J. Prather P.J.
Feby 15 1924 Testimony on part of Libellant and Report of Master filed.
On Argument List for Feb. Term, 1924, No. 32
Now, March 24, 1924. After due consideration a divorce is decreed as prayed, and at cost of respondent. Per Curiam.
Decree: And now, to wit, March 24, 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 Rose E. Benninger be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Rose E. Benninger, the libellant, and the said Charles W. Benninger, 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)

X O. Blare Kent 20	Almeda Crist vs I. L. Crist Issued Oct. 1, 1923	Subpoena in Divorce. And now, Oct. 1, 1923 subpoena awarded, Returnable to first Monday of November next. Signed Thos. J. Prather, P.J. Subpoena returned: Served the within subpoena in divorce on the respondent on Oct 6, 1923, 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 A.B. Crutchfield, Sheriff And now, Nov. 12, 1923 Arthur L. Knapp, Esq. is hereby appointed Master in above case By Hon. Thos. J. Prather, P.J. (See paper filed) Com issued.

Jay + writ	$2.00
Shff. Crutchfield	2.85
A.L. Knapp, Master	10.00
Pro. Greeley	7.85
Atty	3.00
	25.70

Wesley B. Best
21

Nov 15 1923 Rec'd of Peff by atty Eleven and 20/100 Dollars Shff + Prothys costs.
V. L. Greeley Pro.

Nov 15 1923 Rec'd of Pro Greeley Three + 35/100 Dollars Emy Cost
H. B. Cutshall
O.K.P Sheriff

November 23rd 1923 Recvd Masters Fee of 25cts in the above entitled case
John C. Spencer,

Jan 03 1924 Rec'd of John R. Lewis Forty two and 20/100 dollars Court costs and copy of decree
V. L. Greeley Pro

Rec'd of V. L. Greeley Cost paid by Libellant in above case and not paid by Respondent
Wesley B Best
Jany 24th 1924 Atty

Hazel E. Lewis
vs.
John R. Lewis
Issued, Oct. 1, 1923

Tax + writ	10-17-23 paid	2.00
Shff Cutshall		3.35
J. C. Spencer, Master, (Emy)		2.500
Pro Greeley		7.85
atty		3.00

Subpoena in Divorce, Returnable to first Monday of November next
And now, Oct. 1, 1923, subpoena awarded. (Signed) Thos. J. Brather, P.J.
Subpoena returned: Served the within subpoena in divorce on the respondent personally, on the 4th day of Oct, 1923, 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.
And now, Nov. 5, 1923 J. C. Spencer, Esq. is appointed Master in this case
(Signed) Thos. J. Brather, P.J.
(See paper filed) Com. issued.
Nov. 15, 1923, Testimony and report of Master filed.
On Arg. List for Nov. Term, 1923 No. 23.

Jan. 18, 1924 After due consideration, a divorce is decreed as prayed, and at cost of respondent. Per Curiam.

Decree: And now, to-wit Jan. 18, 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 Hazel E. Lewis be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Hazel E. Lewis the libellant and the said John R. Lewis 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

Roy S. Peters 22	George L. Swan vs. Betty Swan Issued Oct. 1, 1923. Tax + writ (Atty paid) 2.00 Shff. Smithall 1.85 Shff. Smithall on al. 1.85 Pro. Speeley.	Subpoena in Divorce. And now, October 1, 1923 subpoena awarded, Returnable to first Monday of November next. (Signed) Thos. J. Brather P.J. Subpoena returned: Nov. 5, 1923, The within named Betty Swan not found in my bailiwick. So answers, H.B. Smithall, Sheriff. Nov. 8, 1923. Alias Subpoena in divorce issued, returnable to first Monday of January next. Alias subpoena returned Jan. 7, 1924: The within named Betty Swan not found in my bailiwick. So answers, H.B. Smithall, Sheriff.

O. Blare Kent 2-3	Petition of F. L. Edwards and I. M. Edwards, his wife, for Adoption of Eugene Abbott Entered Oct. 1, 1923 Pro. Greeley 12-29-23 # paid 3.00 Chg Crawford Co. 1-20-24 .50	Oct. 1, 1923. Petition with supporting affidavits and consent of mother of child and Directors of the Poor annexed, presented in open Court and filed. Decree. And now, October 1, 1923, upon consideration of the foregoing petition, it appearing to the Court that the parent and mother of said Eugene Abbott 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 Eugene Abbott will be promoted by said adoption, it is on motion of O. Blare Kent, Esq., pro petitioners, ordered and decreed that the prayer of said petition be granted, and that the said Eugene Abbott shall assume the name of F. L. Edwards and I. M. Edwards, and have all the rights of a child and heir of said F. L. Edwards and I. M. Edwards, and be subject to the duties of such child. Per Curiam. (Signed) Thos. J. Brather President Judge (See petition filed)

Leland J. Culbertson 24	Petition of J. F. Keith and Amelia Keith, his wife, for the Adoption of Dorothy Trappe. Entered Oct. 1, 1923. # Pro. Greeley 3.00	Oct. 1, 1923 Petition with supporting affidavits, and consent of father of child annexed, presented in open Court & filed. Decree And now, October 1, 1923 the Court upon consideration of the foregoing petition, being satisfied that the welfare of the said Dorothy Trappe will be promoted by the adoption prayed for in said petition, and the consent of the surviving parent of said minor having been given thereto, does upon motion of Leland J. Culbertson, Attorney for petitioners, grant the prayer of the said petition, and does order and decree, that the said Dorothy Trappe shall assume the name of petitioners, and be hereafter known and called by the name of Dorothy Keith, and shall have henceforth all the rights of a child and heir of the said J. F. Keith and Amelia Keith, 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 the Act of Assembly in such case made and provided. Per Curiam. (See petition filed) (Signed) Thos. J. Brother, P. J.

Leland J. Culbertson

25

Petition of Hazel Graham for the appointment of a Guardian of Margaret Hotchkiss of Woodcock Borough, as a person of weak mind.
Entered Oct. 1, 1923.

	#
Pro. Greeley	3.00
Pro. G. since me fee	2.00
copy Dec. petition	1.00
Atty (6-12-28	20.00
Pro. 2 acct + adv. paid)	5.50

Oct. 1, 1923, Petition presented in open court and filed. No. page 117
And now, Oct. 1, 1923, upon presentation of the within petition, an order is made for a hearing in the within application, to be held on Nov. 5, 1923 at ten o'clock A.M., and it is directed that ten days written notice be given to the said Margaret Hotchkiss, and to the other members of her family residing within the jurisdiction of the Court, by service of a copy of petition and order of Court on each of them.
(See petition filed) Per Curiam.
Nov. 5, 1923 Proof of service of notice filed.
And now, Nov. 5, 1923, Upon hearing in the within case, an order is made adjudging the within named Margaret Hotchkiss, a person of weak mind, and Mrs. Hazel Graham is hereby appointed Guardian for said Margaret Hotchkiss. Bond to be given in the sum of One Thousand Dollars. Per Curiam. (See petition)
And now, January 7, 1924 Upon presentation of the petition of Mrs. Hazel Graham in open Court, and due consideration thereof, it is ordered, adjudged and decreed, that the said Mrs. Hazel B. Graham be released from her duties as Guardian of the estate of Margaret Hotchkiss, a person of weak mind, and that the New First National Bank is appointed in her stead as Guardian of the said Margaret Hotchkiss. Bond to be given in the sum of Fifteen Hundred Dollars. Per Curiam (See paper filed)
Feb. 19, 1924, Petition of Guardian for allowance filed ~~in open Court~~.
And now, Feb. 18, 1924, upon consideration of the foregoing, it is ordered that the petitioner as Guardian of Margaret Hotchkiss, shall pay to Madge White for past support of its ward the sum of $15.00 per week since Aug. 8, 1923, to the present date, less a credit thereon of $52.00, and shall further pay to the said Madge White the sum of $10.00 per week for the care and support of its said ward from the date hereof until further order of Court. (See paper filed)
Now, May 15, 1924, On motion in open Court the sum of $20.00 is fixed as attorney-fee in this case. Per Curiam. (See paper filed)
June 12 1928 First partial account of New First National Bank of Meadville filed showing bal due Estate of ($2,06) Dollars notice issued to Tribune Republican that account will be confirmed finally on first Monday of July next at 10 oc a m Unless Exceptions are filed in the Meantime
July 7 1928 no Exceptions having been filed the above account is finally confirmed V. L. Greeley Prothy.

March 18 1924 Rec'd of New First Nat Bank Guardian Five Dollars to appey as costs
V. L. Greeley Pro

26	New First National Bank of Meadville, Pa, vs. Margaret A. Roha Entered Oct. 2, 1923 # Pro. Greeley (plff's pd) 2.25	Of No. 220 November 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 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 Eight hundred Dollars, being the amount of debt, now due on the original judgment. # Debt 800.00 Int from Sept 30, 1923 Judgment W. L. Greeley, Pro

R. p. 165

April 9, 1924

For value received, The lien of this judgment is hereby released from a strip of land 13 feet wide and 300 feet, more or less deep Conveyed to Thomas J. Diehl April 9, 1924

New First Nat. Bank

by M. A. Hirsch - Cashier

Feb. 14, 1925

Received Satisfaction in full of the within above stated judgment debt interest and costs

New First National Bank

By J. W. Hunter, asst Cashier

J. A. Northam 27	Commonwealth of Pennsylvania vs Hugh Stanford Issued Oct. 4, 1923.	Certiorari to A. F. Moses, J. P. Returnable to the first Monday of November next Oct. 4, 1923. Affidavit of Deft filed Oct. 4, 1923. Recognizance of Deft with Earl D. Reichel as bail in the sum of $50.00, taken and filed, and same day, certiorari allowed by Hon. Thos. J. Slather, P.J. who approved "bond." Oct. 5, 1923. Return of A. F. Moses, J. P. with transcript, process, etc., attached, filed. Oct. 9, 1923. Defts. exceptions to record filed. On Argt. List for Nov. Term, 1923. No. 2. Nov. 26, 1923. Judgment of Magistrate is reversed, and judgment for costs directed for defendant and against plaintiff, Complainants agent for and representing Commonwealth having assented thereto. Per Curiam. Judgment W. L. Greeley, Prothy
	Tax & writs (pd by Pff) $ 2.50 Pro. Greeley 2.00 Atty 3.00 Costs on Spans. A.F. Moses, J. 3.95	

Copy & bk.

NOVEMBER TERM, 1923

Arthur L. Bates 28	New First National Bank of Meadville, Pa. vs. R. Earl Gill and D. A. Gill Entered, Oct. 4, 1923 Geo. Greeley, (Pd by Deft) # 2.25 Atty 3.00	Of No. 138 November Term, 1918 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 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 and forty-six and 50/100, being the amount of debt, attorneys Commission and Costs now due on the original judgment, with interest from Sept. 30, 1922. Debt # 946.50 Attys Com. included 45.00 Int. from Sept. 30, 1923 G. pp. 138 & 148 Judgment V. L. Greeley, Prothy Oct. 3, 1928, Amicable Sci. Fa. to No. 24 Nov. Term, 1928.

Arthur L Bates

29

New First National Bank of Meadville, Pa.
vs.
R. Earl Gill and
D. A. Gill
Entered Oct. 4, 1923

Geo. S. Greeley (pd by Def) $ 2.25
Atty 3.00

Of No. 139 November 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 Six Hundred and thirty-one and 50/100 Dollars, being the amount of debt, attorneys commission and costs, now due on the original judgment, with interest from Sept. 30, 1923.

Debt	$ 631.50
Atty Com included	30.00
Int from Sept 30, 1923	

G. pp. 138 & 148 Judgment
W. L. Greeley, Prothy

Oct. 3, 1928, Amicable Sci. Fa. to No. 25 Nov. Term, 1928.

M. B. Benedict 30 Geo. Frank Brown	Raymond N. Loomis vs Anna L. Loomis Issued Oct. 8, 1923	Subpoena in Divorce, Returnable to next term. Oct. 8, 1923. Subpoena awarded as prayed. (Signed) Thos. J. Gratter, P.J.
	Tax & writ (paid) 2.00 Const. Ashley on suit - paid - 1.50 Pro. Greeley 2.00 Pro. G. for Co. 8.85 Geo. Eldred, Master, 25.00 Atty 3.00	Subpoena returned: Personally served the within subpoena in divorce upon Anna L. Loomis, the respondent, on Oct. 11, 1923, "by delivering to her personally the original writ, of which this is a true and attested copy and duplicate original thereof, and by reading and making known to her the full contents thereof". So answers M. B. Ashley. (See Affidavit on subpoena)
Nov 21 1924 Rec'd of Pfff by atty Ten and 85/100 dollars my costs H. L. Greeley Pro		And now, Nov. 9, 1923. George Frank Brown, Esq., appears for Anna L. Loomis, the respondent in this case. (See paper filed)

And now, November 15, 1923, upon consideration of the within it is ordered that the libellant file and serve upon respondent, or her attorney of record, a bill of particulars in the foregoing case, fully and completely setting forth and specifying all the acts and circumstances, together with the names of corespondents, the times and places of said acts and circumstances complained of and upon which libellant relies, within forty-five days from this date. Per Curiam. (See petition filed)

Nov. 19, 1923. Upon petition of respondent presented in open court, a rule is granted upon libellant to show cause why an order should not be made upon him to pay to the respondent alimony pendente lite and a sufficient amount for counsel fees and expenses incident to the preparation of her defense in said cause, returnable to first Monday of January next. Ten days' notice of this rule to be served upon libellant or his attorney of record. Per Curiam. (See paper filed)

Dec. 13, 1923. Bill of particulars filed.

On Appt. List for Feb. Term, 1924 No. 6.

Now, Feb. 29, 1924. Upon consideration of within rule, petitioner is directed to pay his wife as counsel fees $50.00, and to pay her for support of herself and child $5.00 - five dollars per week pendente lite. Per Curiam. (See back of respondent's petition)

Continued on page 361.

Our petition of libellant: And now, to wit, August 4, 1924, upon presentation of the within petition and upon due consideration thereof, the order heretofore made requiring libellant to pay alimony pendente lite to the respondent, is hereby revoked, and the counsel fee to be paid by the libellant to George Frank Brown, attorney for respondent, is reduced to $25.00 (See paper filed) (Signed) William E. Hart, J., specially presiding.

Sept. 8, 1924. George Eldred Esq., is appointed Master. Per Curiam. (See paper filed) Com. issued.

J A Bolard

31

Borough of Cambridge Springs, Pa.
vs
J. A. Logan
Issued Oct. 9, 1923

Jax + writ (12-22-23) paid 2.00
Shff. Gutshall, Paid 12/20/23 6.50
atty 3.00
(12-22-23) paid .50

Summons in Assumpsit.
Returnable to First Monday of November next.
Oct. 9, 1923. Statement of claim filed.
Writ returned: Served the within summons and statement of claim on the within named J. A. Logan, at his office in Cambridge Springs, Pa., on Oct. 18, 1923, by handing to him a true and attested copy thereof and making contents of same known to him.
So answers, H. B. Gutshall, Sheriff

Nov 12-1923. This case is discontinued on payment of costs by defendant. Debt interest and costs having been paid, case is now marked discontinued.
J. A. Bolard atty for Pltff

Nov 12-1923 Docket for contest - J. A. Bolard atty

NOVEMBER TERM, 1923

Leland J. Gilbertson 32	Priscilla McCracken vs Clifford I. Graham Entered Oct. 9, 1923 Geo. Greeley (Atty/pd) # 2.25 Atty 3.00 Unpaid Original costs: Atty-Fee, Mondercant 3.00	Of No. 134 May 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 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 eighty-five Dollars, being the amount of debt and interest to Sept. 18, 1923 now due on the original judgment; unpaid original costs ($3.00) to be brought forward Debt # 285.00 Int. from Sept 18, 1923 G page 137. Judgment V.L. Greeley, Prothy.

33

First National Bank of Bambridge Springs, Pa.,
vs.
Sherman & Roger,
James Sherman.
Entered Oct. 15, 1923
#
Pro. Greeley (paid) 2.25

Original Costs, 9.50
Note: $1.50 of costs included in judgment debt.

Of No. 45 November Term, 1918
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 Two Thousand one and 50/100 Dollars, being the amount of debt, interest and costs now due on the original judgment
Debt # 2001.50
Int from Oct 12, 1923
Judgment
W. Greeley, Pro.

Firm p. 109; Sh. p. 178.

Oct. 11, 1928. Amicable Sci. Fa. to No. 39 Nov. Term, 1928.

314	First National Bank of Cambridge Springs, Pa. vs James Sherman Entered Oct 15, 1923.	Of No. 46 November 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 defendant by the Sheriff of said County and duly so returned, and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note for the sum of Nine hundred one and 50/100 Dollars, being the amount of debt, interest and costs now due on the original judgment.
	Bro. Greeley (75¢ paid #1.50 paid Dec. 1923) 2.25	
	Original Costs 9.50	
	Note: #1.50 of costs is included in judgment debt	

Debt #901.50
Int. from Aug. 1, 1923
Sh. p. 178 Judgment
V.L. Greeley, Prothy

Oct. 11, 1928, Amicable Sci Fa. to No. 40 Nov. Term, 1928.

Wesley B. Best
35

Feby 21 1924 Rec'd of Pfff by atty Ten and 80/100 Dollars Shff & Prothys costs.
V. L. Gruley Pro

Feb. 21 1924
Received $2.80 my costs from Pro Gruley
H B Kutchall

Louise Peiffle
vs.
Charles E. Peiffle
Issued Oct. 15, 1923

	#
Tax & writ (paid 10-17-23)	2.00
Shff Kutchall	2.85
J.W. Smith, Master pd	25.00
Pro. Gruley	7.85
atty	3.00

Subpoena in Divorce, Returnable to the First Monday of December next.

And now, Oct 15, 1923 subpoena awarded. (Signed) Thos. J. Brather, P.J.

Subpoena returned: Served the within subpoena in divorce on the Respondent personally, on the 22d day of Oct 1923, 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 Kutchall, Shff

And now, Dec 10, 1923 James W. Smith, Esqr., is appointed Master in this case, to take testimony and make report to the Court. By Hon. Thos. J. Brather, P.J. (See paper filed) Commission issued.

Feb. 8, 1924 Masters report and testimony filed

On Argument List for Feb. Term, 1924, No. 33.

Now, March 24, 1924, After due consideration, a divorce is decreed as prayed, and at cost of respondent. Per Curiam

Decree: And now, to wit, March 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 Louise Peiffle be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Louise Peiffle, the libellant and the said Charles E. Peiffle, 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, 1923

Wesley B. Best
36
W. J. Sirdevan

Mch 5 1926 Rec'd of Defts atty Twenty nine and 40/100 dollars costs in this case

March 5. 1926 Received from Pro Greeley $1.40 in my costs
H.B. Kutshall Sheriff

March 6, 1926 Rec'd of Pro. Greley $5.00, the same being bucket fee + fee paid entry fee.
Wesley B Best
atty P'ff.

Charlotte Terry
vs.
Clifford Kerr
Issued Oct. 15, 1923

	#
Tax + writ pd Oct 17/23	2.00
Shff Kutshall	14.40
Pro. Greeley	2.00
Pro. G. for County	8.00
Atty	3.00

Summons in Assumpsit,
Returnable to next term.
Oct. 15, 1923. Plff's. Statement of claim filed.
Oct. 15, 1923. Plaintiffs affidavit that her claim exceeds $300.00 filed.
Writ returned: Served the within Summons, together with plaintiffs Statement of claim, on the within named Clifford Kerr on October 17, 1923, in the City of Titusville, Pa., by handing to him a true and attested copy of each, and making known to him the contents thereof.
So answers, H.B. Kutshall, Shff.
Oct. 31, 1923 Affidavit of defense filed. Service by copy accepted by Defts Atty Nov. 1, 1923
Nov. 2, 1923 W. J. Sirdevan, Esqr. appears for defendant. (See paper filed)
On Trial List for first Monday of Jan. 1925, No. 6.
Jan. 5, 1925, Continued on application of plaintiff.
On Trial List for 1st Monday of March, 1925, No. 18.
March 2, 1925 Continued by consent.
On Trial List for 1st Monday of Oct. 1925, No. 17.
Oct. 5, 1925 "Continued by default of counsel."
On Trial List for 1st Mon. Jan. 1926. No. 28. Dec. 1925 Contd by Consent.
On Trial List for 1st Mon of Mar. 1926 at No 24

W. J. Sirdevan 37	Commonwealth of Pennsylvania, ex relatione Lenora M. Schultz vs. Guy Goodrich, Sr Issued, Oct 15, 1923 # Pro. Greeley 2.00 Shff. Butshall (paid by atty) 12.25	Habeas Corpus for the custody of Guy Gilson Goodrich, aged 12 years, Georgia Goodrich, aged 9 years, and Samuel Goodrich, aged 6 years, the children of relator and respondent. Order: And now, October 15, 1923, the above petition having been presented and considered, a writ of Habeas Corpus is awarded as prayed for, returnable to and for hearing on Wednesday Oct. 31, 1923, at 10 o'clock A.M. Per Curiam. Writ returned: Served the within writ on the within named Guy Goodrich, Sr., on Oct. 17, 1923, by handing to him a true and attested copy thereof and making known to him the contents of same. Sheriff's costs #12.25, paid by W. J. Sirdevan. So answers, H. S. Butshall, Sheriff.

Oct. 30, 1923, Letter from W. J. Sirdevan, Esq., regarding the withdrawal of above action, filed.

	Nypano Railroad Company and the Erie Railroad Company, Lessee, vs United Natural Gas Company. Entered Oct. 15, 1923. Pro. Greeley L. Ds	Oct. 15, 1923 Petition of United Natural Gas Company for approval of bond for entry upon lands of the Nypano Railroad Co. and the Erie Railroad Co. Lessee, situate in West Mead Township, south of the City of Meadville — presented in open Court and filed. And now, October 15, 1923, upon presentation of the within bond, the same is hereby approved, and it is ordered that the same be filed for the purpose for which it is intended, as provided in the Acts of Assembly in such cases made and provided. Per Curiam. Same day, Bond of the United Natural Gas Company, with W. E. Bigham and G. K. Bigler as sureties, to The Nypano Railroad Company and the Erie Railroad Company, Lessee, dated Sept. 15, 1923, in the penal sum of $500.00 — filed.
38		Same day, Proof of service of notice of bond, filed.

Arthur L. Bates
39
Albert L. Thomas

Jan. 19, 1925, Recd from Plff by atty $26.05, being costs as follows:
Shff Entshall $6.30
Pro. Greeley 1.00
Pro. G. for Co. 5.75
Jury-Fee 4.00
Atty 3.00
3 witnesses each 6.00
L. Greeley, Pro.

Jan. 19, 1925
Received from Pro. Greely $6.30 my costs
H. B. Entshall Sheriff

Jan. 20, 1925
Received of Pro. Greeley $9.00, dept. bill of costs $6.00 and docket fee $3.00
Fred C. Victor

W. J. Nowick
vs.
Seymour Snyder
Issued October 15, 1923

	#
Tax & writ (paid)	2.00
Shff Entshall	6.30
Pro. Greeley	1.00
Pro. G. for Co	5.75
Jury Fee	4.00
Atty	3.00
Defts bill of costs	6.00

Summons in Assumpsit
Returnable to next term.
Oct. 24, 1923 Plffs. statement of claim filed.
Writ returned: Served the within summons together with plaintiffs statement of claim on the within named Seymour Snyder, on Oct. 25, 1923, by handing to him a true and attested copy of each, and making known to him the contents thereof, in Vernon Township, Crawford County, Penn.
So answers, H. B. Entshall, Shff.
Nov. 5, 1923 Affidavit of defense and counter claim filed.
Dec. 12, 1923 Plaintiffs Answer to Defts. counter claim filed and service accepted by Defts. Atty.
On Trial List for 1st Monday of Oct. 1924. No. 4
Oct. 6, 1924 Continued on application of plaintiff.
On Trial List for 1st Monday of Janry 1925 No. 9
And now, January 6, 1925, Jury selected and sworn as follows: 1- M. D. Wood, 2- Myron A. Hendrick, 3- Eskel Lawson, 4- Cleon Stanford, 5- S. E. Bowers, 6- Mrs. Bertha Warner, 7- Mrs. W. J. Blair, 8- W. E. Brakeman, 9- J. A. Brown, 10- W. J. Acker, 11- W. B. Myers, 12- Mrs. Fanny Knight: twelve good and lawful persons, who upon their solemn oaths which they have taken, say, Jan. 7, 1925, they find for the defendant. No. Page 108.
Janry 7, 1925, Defendants points filed.

NOVEMBER TERM, 1923

John O. McClintock
Walter J. McClintock
vs
Wm. W. Henderson

J. E. Ball
vs.
D. D. Goshorn
Issued Oct. 17, 1923

	#
Tax + writ (paid)	2.00
Shff. Smithall (Paid)	6.40
Pro. Greeley	2.25
Pro. G. – for county	

Summons in Assumpsit, Returnable to the First Monday of November next.

Oct. 17, 1923. Affidavit that plaintiffs claim exceeds $300.00 filed.

Oct. 17, 1923. Plaintiffs statement of claim filed, and copy certified to Sheriff.

Writ returned: Served the within summons and statement of claim on the within named D. D. Goshorn, at his office in Cambridge Springs, Pa., on Oct. 18, 1923, by handing to him a true and attested copy of the within summons and statement of claim, and making contents of same known to him. So answers W. B. Smithall, Shff.

Nov. 1, 1923. Affidavit of defense filed.

Nov. 2, 1923. Wm. W. Henderson, Esq., appears for deft. (See Docket ~~Praecipe filed~~ D.D. 17, P. 586)

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

Jan. 7, 1924. Continued by consent.

On Trial List for 1st Monday of March, 1924, No. 14.

March 3, 1924. Continued on application of defendant. Per Curiam.

On Trial List for 1st Monday of Oct. 1924, No. 20. Oct. 6, 1924. Continued.

On Trial List for First Monday of Jan. 1925, No. 18.

Dec. 22, 1924. Countermanded.

Leland J. Culbertson #1	v Angeline Furno vs Harry A. Knapp Issued Oct. 19, 1923 Jas. Twitchell (pd by Atty) 2.00 Shff. Butchall 2.80	Summons in Trespass, Returnable to next term. Wit'ptd: Served the within summons on the within named Harry A. Knapp by handing to Arleen C. Knapp, his wife, an adult member of his family, a true and attested copy of the within summons on Nov. 10, 1923, and making contents of same known to her. So answers A.B. Butchall, Sheriff.

O. Blare Kent

42

Oct 2 1924 Rec'd of L.B. Hammond Guardian Twenty and 30/100 Dollars Shff, Proths and advertising costs
V. L. Greeley Prs

Oct 2d 1924 Rec'd of Prs Greeley Nine & 30/100 Dollars Emy Costs
H.B. Cuthbert
O.K.P. Sheriff

Jan 22, 1925 received of Prs Greeley $2.50 for advertising
Tribune Pubs com

Petition of Mary E. Reynolds for appointment of a Guardian of Rose McLachlin, a person of weak mind, residing in Rockdale Township
Entered Oct. 22, 1923

Prs. Greeley	3.00
Shff, Cuthbert	9.30
Prs G since	3.00
Prs G on acct audit	2.00
advocate	3.00

Oct. 22, 1923. Petition presented in open court and filed. McL. p. 136

And now, October 22, 1923, upon presentation of the foregoing petition, it is ordered and directed that a hearing be had thereon on Wednesday November 7, 1923, at 10 o'clock A.M., and that ten days written notice of the filing of this petition and time of hearing be given to the said Rose McLachlin and to her brother, Charles Dine, personally, and upon the nephews and nieces resident of Crawford County, by mailing notice to their respective addresses, &c. Per Curiam. (See petition file)

Oct. 29, 1923. Proof of service of notice filed.

Nov. 25, 1923. Proof of service of notice on respondent and on Charles Dine, filed.

Decree: November 7, 1923. After hearing had in the above entitled proceeding before the court, the said Rose McLachlin is hereby adjudged to be a person of weak mind and to such an extent that she is unable to care for herself and property, and upon motion of O. Blare Kent, Esq., Attorney for petitioner, - L. B. Hammond is hereby appointed guardian as prayed for; And it is further ordered that the said guardian give his bond in the sum of Two thousand Dollars to be approved by the court and as required by the act of Assembly of the Commonwealth of Pennsylvania, in such cases made and provided. (Signed) Thos. J. Grather, President Judge.

Nov. 13, 1923, Bond of L. B. Hammond, Guardian, - with O. L. Hammond and Harold Dine as sureties, in the sum of $2,000, approved by the court and filed

Oct 2 1924 Final account of L.B. Hammond Guardian of Rose McLachlin filed showing balance due Estate of $699.85 and notice issued to Tribune Republican that account will be finally confirmed on Third Monday of October unless Exceptions are filed in the meantime

Oct 13 1924 Proof of Publication filed.

Oct 21 1924 No Exceptions having been filed the above account is Confirmed finally
V. L. Greeley Prs

Arthur L. Bates 43	Sears Roebuck and Company vs Clyde Watson Issued Oct. 22, 1923 Tax & Pro. Fee paid by atty # 3.00 Shff. Butshall "paid" 10.00	Replevin for one 5 H.P. Gasoline engine, of the value of One hundred Dollars; returnable to next term. Oct. 22, 1923. Affidavit as to value of property filed. Oct. 22, 1923. Bond of Plff. with U.S. Fidelity & Guaranty Company as surety in the sum of $200.00, approved and filed. Writ returned: "Now, Nov. 26, 1923, writ returned. Sheriffs fees paid by Arthur L. Bates, attorney for plaintiff." So answers, H.B. Butshall, Shff.

W. J. Sirdevan
Thomas & Thomas
& W. Benedict

George R. McGray
vs
Elmer E. Harris and
Amos S. Vrooman
Issued Oct. 24, 1923

Jas + writ 11-12-23 atty paid	2.50
Shff Cutshall	18.30
Pro. Greeley	1.00
Pro. B. for Co.	20.00
Atty	3.00

Ejectment for 20 acres of land, more or less, in Oil Creek Township. Returnable to next term.

Oct. 24, 1923. Affidavit of plaintiff filed.

Oct. 29, 1923. Thomas & Thomas and W. W. Benedict appear for defendants (See paper filed)

Writ returned: Served the within ejectment on the within named Elmer E. Harris by sending a true and attested copy of the within ejectment by registered letter on Oct. 29, 1923, 22 Maurice St., Buffalo, N.Y. — Receipt of same attached. Also, served the within ejectment on the within named Amos S. Vrooman, on Nov. 2, 1923, in the City of Titusville, Pa. by handing to him a true and attested copy of the within ejectment, and making contents of same known to him. So answers

H. S. Cutshall, Shff.

May 19 1930 Rec'd of Plaintiff Thirty Nine and 30/100 Dollars as return Costs
V. E. Greeley Pro

May 19 1930 Rec'd from Pro. Greeley $18.30 My costs
H. S. Cutshall
Ex Sheriff

And now, Jan. 11, 1924. Defts. by their Attorneys enter a rule upon plaintiff to file his abstract of title under which he claims, and a specification of all material facts and equitable matters on which he intends to rely within twenty days after the service of this rule or judgment. (See paper filed) Rule issued.

Sept. 8, 1924. Plaintiffs declaration and abstract of title filed, and service accepted by Defts. Attys.

Oct. 20, 1924. Defendants' answer, plea and abstract of title filed.

On Trial List for first Monday of Jan. 1925, No. 4.

Jan. 5, 1925. Continued on application of Plff.

On Trial List for first Monday of March, 1925, No. 17.

March 2, 1925. Continued by consent.

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

Oct. 5, 1925. Continued by consent.

On Trial List for 1st Mon. Jan. 1926 No. 5. Jan. 4, 1926. Continued by consent.

On Trial List for 1st Mon. Mar. 1926 at No. 18.

March 1, 1926. Continued by Consent.

On Trial List for 1st Monday of Oct 1926 No 15.

On Trial List for 1st Monday of Jan. 1927, No 7.

May 12, 1925. Agreement of counsel upon case stated filed.

On Arg't. List for May Term, 1927, No. 8. May 23, 1927. Argued C.A.V.

Order.

Now, December 19, 1927, judgment is entered in favor of defendants for the leasehold comprising the twenty acres described in plaintiff's praecipe, and the producing well excepted from said description, together with costs, without prejudice to plaintiff to take such other action as may hereafter be required, if the law so justifies, to require defendants herein or lessee in said lease, to continue said operations and explorations for the purpose of producing oil and gas, as contemplated by said lease.

Per Curiam.

(See opinion of Court filed)

Judgment
V. E. Greeley
Pro Prothy.

Mc Jo. 148.

Record continued in margin

Otto Kohler
45

Jacob Gross
vs.
John S. Hutchinson
and Alice M. Hutchinson
Issued Oct. 24, 1923.

	#
Tax & writ (paid)	2.25
Rec. Boswell	.50
Shff Gutshall	11.30
Geo. Greeley Atty	2.50
	3.00

Sci. Fa. sur Mortgage recorded in Mortgage Book Vol. 308 page 118. Returnable to the first Monday of November, 1923.

Oct. 24, 1923. Affidavit as to title to land filed.

Oct. 24, 1923. Statement of claim filed.

Writ returned: Served the within writ and plaintiffs statement of claim on John S. Hutchinson and Alice M. Hutchinson, the within named defendants, on Oct. 25, 1923, by handing a true and attested copy of each to Alice M. Hutchinson, and making contents of same known to her. Served a true and attested copy of the within writ together with plaintiffs statement of claim on John S. Hutchinson on Oct. 25, 1923 by handing a true and attested copy of each to an adult member of his family, namely, Alice M. Hutchinson, his wife, and making contents of same known to her. So answers H. B. Gutshall, Sheriff.

And now, Nov. 16, 1923, On motion in open Court, judgment is granted in favor of plaintiff and against defendants for want of an appearance and for want of an affidavit of defense. Per curiam. (See paper filed)

Same day, Judgment liquidated at the sum of Three hundred three and thirty-three (and 80/100 Dollars. (See motion)

Debt	333.80
Attys com. included	15.00
Int. from Nov. 16, 1923.	

Ex. Docket pp. 116-116. Judgment
Lev. Fac. to No. 38 Feb. Term, 1924. V. L. Greeley, Prothy.

J. W. Smith

46

The First Presbyterian Church and Congregation in Meadville, Crawford County, Pennsylvania, a corporation

vs

Eva O. Kitelinger and G. W. Kitelinger, her husband, mortgagors, and Daniel Lewis, terre tenant, and Amy B. Davison, terre tenant.

Issued Oct. 27, 1923

	$
Tax & writ (pd by Atty)	2.25
Rec Boswell	.50
Shff Gutshall	5.10
Shff Gutshall on al.	7.30
Pro Greeley	3.50
Atty	3.00

Scire Facias sur Mortgage recorded in Mortgage Book 64 page 275, to recover the balance due on said mortgage by the sale of the first and second pieces of land described therein, the third piece having been released from the lien of said mortgage; Returnable to next term.

Oct. 27, 1923 Affidavit as to title to the pieces of land described in writ, respectively, filed.

Writ returned: Writ served on Amy B. Davison and Daniel Lewis, as per above acceptance of service by J. E. Boseard Attorney, Nihil habet as to Eva O. Kitelinger. So answers, H. B. Gutshall, Shff.

Nov. 12, 1923 Alias Sci. Fa. sur Mortgage issued, returnable to first Monday of Dec. next.

Alias writ returned: Dec. 3, 1923. The within named Eva O. Kitelinger and George W. Kitelinger, cannot be found in my bailiwick. Served this writ by posting a true and attested copy of this writ on the within described premises on November 20, 1923. So answers H. B. Gutshall, Shff.

And now, Dec. 4, 1923, comes the plaintiff by Attorney and takes judgment on two returns of Nihil, against the mortgagors and against the terre tenants, for want of an appearance and for want of an affidavit of defence, and liquidates the same at the sum of Eight hundred forty-seven Dollars and Thirty-five cents. (See Rule Doc. 12, page 587.)

Debt $847.35

Int. from June 1, 1923

Judgment

V. L. Greeley, Pro

K. ffp. 55 & 76; L. fp. 140; D. fp. 185.

Lev. Fac. to No. 23 Feb. Term, 1924.

Thomas v. Thomas 11/12/27 H7

S. A. Blum
vs
Joseph Seigle
Entered Oct 22, 1923

Pro. Greeley (pd by Plff) # 2.25
Orig'l Costs (use of Plff.) 1.60

Of No. 227 September 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 defendant by the Sheriff of said County and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Five Hundred Dollars, being the amount of debt now due on the original judgment, with interest from October 22, 1918.

Debt # 500.00
Int. from Oct. 22, 1918
Judgment.
V. L. Greeley, Prothy.

See p. 161.

Feb. 9th 1927. In consideration of the sum of $100.00 I hereby release and forever discharge from the lien of this judgment all that certain piece or parcel of land conveyed to Mary McCullough and Mabelle McCullough by deed of Joe Siegel dated Feb. 2, 1927. 50x200 feet in West Mead Twp. Crawford County Penna.
S. A. Blum

Fi. Fa. to No. 66 May Term, 1927.

Oct. 29th 1927 received satisfaction in full of this judgment debt int and costs and same Prothonotary is authorized to mark the same satisfied & agreed.
S. A. Blum

J. A. Bolard
Fred C. Bocard

48

The First National Bank of Bainbridge Springs, now use of W. M. Hawthorne.

vs.

✓ L. D. Hime and
✓ A. L. Drayer

Issued Oct. 29, 1923.

Pro. Greeley (paid by Atty)	2.00
Shff. Critchfield (" ")	4.40
Original costs use of Plff.	6.90
(Attys Com. - in judgt)	
Pro. Greeley	2.50
Atty	3.00
	14.80

Of No. 410 May Term, 1915.

Scire Facias to revive the above judgment, Returnable to next term.

Ki. page 125 ; Dr. page 104

See Fi. Fa. to No. 45 Nov. Term, 1923

Writ returned: Served the within writ on the within writ on the within named L. D. Hime on Nov. 8, 1923 by handing to him a true and attested copy of the writ, and making known to him the contents thereof. Nihil habet, as to Alfred L. Drayer.

So answers A. B. Critchfield, Shff.

And now, March 7, 1928, On motion of plaintiff's attorney, judgment is entered in favor of plaintiff, and against the Deft., L. D. Hime, for want of an affidavit of defense, and same day judgment liquidated at the sum of Ninety-four and 01/100 Dollars, with costs of suit.

(See paper filed)

Ki. p. 125

Debt	$ 94.01
Int. from March 7, 1928	

Judgment.

V. L. Greeley, Prothy

48½

In re
Commercial Casualty Insurance Company, located at Newark N. J.
Entered Oct. 29, 1923

Oct. 29, 1923 Certificate of Insurance Company of Penna, of authority of said Surety company to become sole surety, etc., filed.

Nov 24 1924 Certificate of appointment and powers of atty filed. ($1.00 pd)

April 7, 1928, Financial Statement as of Jan. 1, 1928, filed. 4-27-28 1.00 Pd

July 14 1931 Recd one dollar ($1.00)

April 2, 1946, Financial Statement as of December 31, 1945 filed. $1.00 Paid.

Thomas & Thomas

49

Petition of Ethel D. Williams for Inquisition in Lunacy of Walter Glenn Williams of the City of Meadville Entered Oct 29, 1923

Pro. Greeley 2-13-24 paid 4.00
Comr. Bordwell 15.00
Shff. Muir (use of Comr.) 4.00
Jurors (use of Comr.) 18.00
Attys 15.00
Pro. Jon acct 3.00
adv acct 3.00

Oct. 29, 1923, Petition presented in open Court and filed. W.p. 236.

And now, Oct. 29, 1923, C. E. Bordwell, Esq., of Warren, Pa., is hereby appointed commissioner. Returnable to the First Monday of December next. It is ordered that ten days notice shall be given Walter Glenn Williams personally and notice be served upon Ethel D. Williams by registered mail.

Per Curiam.

Same day, Commission issued.

And now, Dec. 3, 1923 the return day hereof is continued until the first Monday of January 1924. Per Curiam.

January 7, 1924. Return of Inquisition filed. The Inquest find: "That the said Walter Glenn Williams at the time of taking this inquisition, a lunatic and has been so for eight months and upwards, with lucid intervals, and is seized and possessed by a joint deed with his wife with the right of survivor of title to a house and lot in the City of Meadville and household goods. Against which said House and lot is an indebtedness of about $2400.00; That the said Walter Glenn Williams is of the age of 32 years or thereabouts, and that Ethel D. Williams, his wife, of the age of 27 years or thereabouts, of Meadville, Pa., and Walter D. Williams of Crawford County, Pa., of the age of 60 years and upwards, his father, and Florence Williams of the age of sixty years and upwards, of Crawford County, Pa., his mother, are his heirs and next of kin. (See paper filed)

And now, January 7, 1924, the Commission in the above stated case being duly returned, the same is hereby ordered filed and confirmed; and Ethel D. Williams is hereby appointed Committee of the said Walter Glenn Williams, bond in the sum of $500.00.

It is further ordered and decreed that the Committee shall pay from funds coming into her hands the record costs of this proceeding, together with Sheriff and jurors fees, and also the fees of C. E. Bordwell, Commissioner, and Thomas & Thomas, Attorneys; the fees of said Commissioner being hereby fixed at the sum of $15.00, and the fees of said attorneys at the sum of $15.00. Per Curiam. (See paper filed.)

Jan. 14, 1924. Bond of Mrs. Ethel D. Williams, Committe, with Dan S. Veith and G. A. Foreman as surety, in the sum of $500.00, approved by the Court and filed.

Sur petition of Committee: Order: And now, April 7, 1924, upon consideration of the foregoing petition the said Committee is authorized to expend from the funds coming into her hands the sum of $30 per month for the support and maintenance of said minor children, until further order of Court. Per Curiam. (See paper filed) - continued on Margin -

Jan 14 1925 Rec'd of Committee $6.00 Costs on account V. L. Greeley Pro

Jan 14 1925 Final account of Committee filed Showing Balance due accountant Two Hundred fifteen and 50/100 Dollars ($215.50) and notice issued to Tribune Republican that account will be finally confirmed on First Monday of February 1925 unless Exceptions are filed in the meantime

Jan 23 1925 Proof of Publication filed.

Otto Kohler

50

April 10 1931 Recd of D. L. Mathews Guardian Ten dollars as Costs
V. L. Greeley Pro

Petition of Edd A. Burger and Frank Burger for Appointment of a Guardian of Loretta Burger aged 8½ years, residing in Cambridge Twp
Entered Oct. 29, 1923

Pro. Greeley (2-4-24) paid 3.00
Pro. Fs. for County (5-5-31-) 6.00
adv acct pd 4.00

Oct. 29, 1923. Petition presented in open Court and filed.

And now, Oct. 29, 1923, Upon presentation of the within petition, Sat. Nov. 10, 1923, at 9 o'clock A.M. is fixed for hearing of this application. It is directed that ten days written notice thereof be given to Loretta Burger, Walter Burger and Charles Burger and to any other members of the family, residing within the jurisdiction of the Court.

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

Nov. 2, 1923. Proof service of notice on respondent and on Charles Burger, filed.

Now, Nov. 10, 1923 Hearing in this case continued to Wednesday, Nov. 28, 1923, at 10 o'clock A.M.

Now, Nov. 28, 1923 upon hearing in this cause and testimony taken and after due consideration, D. L. Mathews of Cambridge Springs, Pa., is appointed Guardian of Loretta Burger. Bond required in sum of $1000.00.
(See back of petition)

Per Curiam.

Dec 24, 1923 Bond of D. L. Mathews, Guardian, with R. A. Birchard and N. A. Bertram as surety, in the sum of $1000.00, approved by the Court and filed. Cert. issued.

Nov. 24, 1925 Petition of D. L. Mathews, Guardian, for leave to join in conveyance of certain lands in Cambridge Township, etc, filed.

Order of Court: And now, Nov. 24, 1925, on presentation of within petition together with bond of owners of the fee, providing for maintenance of the ward, and after due consideration of the contents of the petition, the prayer of the petitioner is granted; and leave is hereby given D. L. Mathews, Guardian, to join in the conveyance with owners of the fee, in conveying the land described.
(See petition filed)

Per Curiam.

Nov. 24, 1925 Bond of Charles Burger, E. A. Burger and Frank Burger in the penal sum of $2000.00, for the support and maintenance of Loretta Burger, the ward in this case, approved by the Court and filed.

April 8 1931 First and final account of D. L. Mathews Guardian filed showing balance due Estate of $140.58 and notice issued to Enterprise News of Cambridge Springs that account will be Confirmed finally on First Monday of May Next at 10 o'clock a.m. unless exceptions are filed in the meantime

May 4 1931 Proof of Publication filed. See paper filed

May 4-1931 10-20 o'clock a m Upon presentation of within account and it appearing that legal notice of the presentation has been given and no exceptions having been filed, said account is Confirmed finally

Per Curiam O. Clare Kent P.J.

Leland J. Culbertson
51

Edith M. Boyle
vs.
Harold J. Boyle
Issued Oct. 30, 1923

	#
Jas. Twirk (atty fd)	2.00
Shff. Critchall	1.85
Shff. Critchall orial.	1.85
Shff. Critchall on Proc	6.25
Master (pd by Libellant)	25.00
Pro Greeley	9.85
atty	3.00

Subpoena in Divorce
And now, Oct 29, 1923, subpoena awarded, Returnable to first Monday of December, 1923
(Signed) Thos. J. Prather, P.J.

Subpoena returned: Dec. 3, 1923 the within named Harold J. Boyle not found in my bailiwick. So answers
N. B. Critchall, Shff.

Dec. 4, 1923 Alias Subpoena in divorce issued, returnable to first Monday of Jan. next.

Alias subpoena returned Jan. 7, 1924: The within named Harold J. Boyle not found in my bailiwick.
So answers N. B. Critchall Shff.

Jan. 7, 1924 Order issued for publication of Sheriffs proclamation returnable to second Monday of Feb. next.

Feby 27 1924 Rec'd of Pff by atty Nineteen and 80/100 Dollars Shff & Proctrs Costs.
V. L. Greeley Pro

Feb. 27, 1924 Received from Pro. Greeley $9.85 my costs
N. B. Critchall Sheriff

And now, Feb 11, 1924 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. Critchall Sheriff

And now Feb 11, 1924 R. S. Peters Esq. is appointed Master to make report to court in above stated case.
Thos. J. Prather P.J.

they had never been married.

Per Curiam
(See paper filed)

And now Feb. 12, 1924 testimony on part of libellant and report of Master filed.

On Argument List for Feb. Term, 1924, No. 34.

March 24, 1924 After due consideration a divorce is decreed as prayed and at cost of respondent. Per Curiam.

Decree: And now, to wit, March 24, 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 Edith M. Boyle be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Edith M. Boyle, the libellant and the said Harold J. Boyle, 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

— Contd on margin —

J. A. Bolard 52	✓ Bekin Cooperage Company, Inc., vs ✓ Cambridge Springs Bottling Company Issued Oct 30, 1923.	Summons in Assumpsit, Returnable to next term. Oct. 30, 1923 Plaintiffs statement of claim filed. Writ returned: Served the within summons together with plaintiffs statement of claim on the within named Cambridge Springs Bottling Company, by handing a true and attested copy of each to Maurice Durney, Manager of above named company, and making contents of same known to him, on November 1st, 1923. So answers, H. B. Butshall, Sheff.

Tax & writ (atty fd)	#	2.00
Sheff Butshall 4-27-25		7.40
Cro Greeley paid		2.50
atty		3.00
Dat		1.20

And now, Dec. 17, 1923. On motion of plaintiffs attorney, judgment is entered against defendant and in favor of plaintiff, for want of an appearance and for want of an affidavit of defense, and same liquidated at the sum of Four hundred twelve Dollars and thirty-six cents, with costs. (See Rule Doc. 12, page 588)

Debt # 412.36

Int. from Dec. 17, 1923

Judgment.

V. L. Greeley, Prothy

Corp page 150

Fi. Fa. to No. 11 Feb. Tr. 1924

April 29, 1925 The above judgment satisfied (See Fi. Fa.)

Thomas & Thomas
53

Plaintiff's Attorneys Nov. 16, 1923

G. M. Kamerer
vs.
Herman Bittler and
L. D. Shaw doing business trading under the firm name of
D. & B. Garage
Issued Nov. 2, 1923

Summons in Assumpsit Returnable to the 2d Monday of November next.
Nov. 2, 1923. Plaintiffs Statement of Claim filed, and copy certified to Sheriff.
Writ returned: Served the within summons together with plaintiffs statement of claim on L. D. Shaw on Nov. 13, 1923, by handing to him a true and attested copy of each and making known to him the contents thereof. Served the within summons together with plaintiffs statement of claim on Herman Bittler on Nov. 10, 1923, by handing a true and attested copy of each to an adult member of his family, namely Donna Bittler, his wife, and making contents of same known to her. So answers H. B. Cuthbert, Shff.

Tax & writ (paid)		2.00
Shff. Cuthbert		15.30
Pro. Greeley		1.25
Pro. T. for County		8.00
Jury fee		4.00
Atty		3.00
Defts. Bill of Costs		23.68

Sept 23 1925 Recd of Deft Fifty Eight and 23/100 Dollars Costs in this case
V. L. Greeley Pro

Recd. Sept. 23. 1925, from Pro. Greeley $26.68 atty + Defts. Bill of cost.
T. J. Thomas

Nov. 16, 1923. Affidavit of defense filed.

And now, Nov. 28, 1923. On motion in open Court, rule to show cause granted why defts. counter claim should not be stricken off. (See paper filed.)
Per Curiam.

Recd of Pro Greeley Sept 23 - 1925 Eighteen & 30/100 Dollars
My Cost. H.B. Cuthbert
O&C Sheriff

And now, Nov. 28, 1923. On motion in open Court, it is ordered that the form of action in this case be and is hereby changed from that of Assumpsit to Trespass. Per Curiam. (See paper filed)

And now, Feby. 14, 1924. On motion in open Court, motion allowed to amend name of defendants so that it shall read: "Herman Bittler and L. D. Shaw, doing business under the firm name of D. & B. Garage", allowed as prayed for. Per Curiam. (See paper filed)

On Arg. List for Feb. Term, 1924. No. 1.

Feb. 25, 1924. Amendment to affidavit of defense filed by leave of Court.

On Trial List for 1st Monday of March, 1924. No. 9. "Argued C.A.V."

Feb. 25, 1924. Continued on application of deft.

And now, to wit, April 7, 1924, rule absolute, and so much of the affidavit of defense as sets up a counter-claim is stricken from the record. Per Curiam. (See opinion filed)

On Trial List for 1st Monday of Oct. 1924. No. 19.

Oct. 6, 1924. Continued by consent.

On Trial List for first Monday of Jan. 1925. No. 2.

And now, January 5, 1925. Jury selected and sworn as follows: 1 - A. J. Buchanois, 2. John Deavy, 3 Paul McMichael, 4 J. Ewing 5. Mrs. Mabel Jackson, 6 - J. S. Armour, 7 Mrs. Grace E. Cheatham, 8 - William Hacker, 9 B. S. Gibson, 10 John Shirley, 11 - B. F. Doing, 12 - Jacob Kahler. twelve good and lawful persons, who upon their solemn oaths which they have taken, say January 6, 1925, they find for the defendant. V. p. 140.

Otto Kohler '54	Wm. J. Fox vs Hartstown Hymns Company, a corporation Issued Nov. 2, 1923 Tax & writ (Atty fd) 2.25 Rec. Boswell .50 Sheriff Butshall 9.40 2-18-24 Pro. Greeley paid 3.50 Atty. 3.00	Scire Facias sur Mortgage recorded in Mortgage Book Volume 119, page 524; Returnable to next term. Nov. 2, 1923 Affidavit as to title to land, and Statement of claim filed. Writ returned. Served the within writ, together with plaintiffs statement of claim on the Hartstown Hymns Company, a corporation, on November 3, 1923, by handing to Mary Fessler a true and attested copy of each and making known to her the contents thereof, the said Mary Fessler being the wife and an adult member of the family of W. F. Fessler (President and Manager of said Hartstown Hymns Company, a corporation) and said service being made at said W. F. Fessler's dwelling house. So answers, H. B. Butshall, Sheriff.

And now, Nov. 22, 1923 On motion in open Court, judgment is granted against the defendant in default of an appearance and for want of an affidavit of defense. (See paper filed)

Per Curiam

Same day, Judgment liquidated at the sum of Two thousand One hundred eleven Dollars and sixty-seven cents (See motion)

Debt $2111.67
Int. from Nov. 22, 1923.
Judgment

V. L. Greeley, Prothy.

Corp. (A) p. 150.
Lev. Fac. to No. 51 Feb. Term, 1924.

For value received the above Judgment has been and is hereby assigned to John H. Marshall Trustee of New Castle, Pa. his successor and assigns without recourse. Feb. 11. 1924. Wm. J. Fox

X

Arthur R. Thompson
55
Ruth N. Peterson
✓ Victor Peterson
Issued Nov. 5, 1923

Subpoena in Divorce and for custody of Helen Ruth Peterson, minor child of parties.

Nov. 5, 1923 Subpoena awarded Returnable first Monday of Jan. 1924
Signed Thos. J. Prather, P.J.

Subpoena returned: Served the within subpoena in divorce on the respondent personally on the 12th day of December, 1923, 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. Smithall Sheriff.

And now, Jan. 10, 1924 Geo. Eldred, Esq. is appointed Master.
By Hon. Thos. J. Prather, P.J.
(See paper filed) Com. issued

Jan. 3 1924
Recd from A.R. Thompson
Atty $14.65 my costs
H.B. Smithall Sheriff

Tax & writ fd. Nov. 6/23	$	2.00
Shff. Smithall		14.65
Geo. Eldred Master		25.00
Pro Green of Co. (3 sub) (ind by opposite)		7.85
atty		3.00

Feby 13 1924 Testimony on part of Libellant and report of Master filed.)
On Argument List for Feb. Term, 1924, No. 41.

Now, March 24, 1924, After due consideration a divorce is decreed as prayed, at the cost of respondent; and the custody of the child Helen Ruth is awarded to libellant.
Per Curiam.

Decree: And now, to wit, March 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 Ruth N. Peterson be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Ruth N. Peterson, the libellant, and the said Victor Peterson the respondent; and that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent, at any time heretofore in pursuance of said marriage, shall cease and determine;

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

And it is further ordered that the custody of Helen Ruth Peterson, minor child of the parties, be and the same is hereby awarded to the libellant, said Ruth N. Peterson. Per Curiam. (See paper filed)

Thomas & Thomas 56	D. R. Beatty vs J. R. Gogan Entered Nov. 5, 1923 Pro. Speeley 11-20-23 paid 1.50	Nov. 5, 1923. Petition of D. R. Beatty for authority to sell a Ford touring car, No. 4549107 which was left by deft. for storage at the rate of $6.00 per month, which storage has not been paid, - presented in open court and filed. And now, November 5, 1923 upon consideration of the foregoing petition, it is hereby ordered that the Ford touring car No. 4549107 be sold for the payment of storage charges due thereon to the above named plaintiff, and that notice of said sale shall be given in compliance with the Act of Assembly in such case made and provided, and a copy of said notice of sale shall be mailed to said defendant at his last known post office address, postage prepaid, which said notice shall be mailed ten days before the date of such sale. Per Curiam.

O. Blare Kent 57	Gertrude L. Jackson vs. L. A. Bell Issued Nov. 8, 1923. Jay & writ (Plff. pd) $ 2.25 Shff Butshall 2.60	Foreign Attachment in Trespass. Returnable to the first Monday of December next. Bail required $750.00. To attach all and singular the goods and chattels, lands and tenements, rights and credits of the defendant in whose hands soever they may be, and summon them as garnishees, and especially attach all property in the hands of Marian E. Falls and R. B. Buchanan, trading and doing business as the Federal Garage, belonging to said defendant, and summon them as garnishees. Writ returned: And now, Dec. 3, 1923, attachment returned. Nihil habet as to L. A. Bell, and no property found in the hands of the Federal Garage to attach. So Answers H. B. Butshall, Sheriff.

NOVEMBER TERM, 1923

58	In the Matter of the Municipal Election for the year 1923 Entered Nov. 8, 1923 Geo. Greeley, 12-29-23 paid 58.60	And now November 8, 1923, it is ordered that Frank B. Kunselman, Walter J. McClintock, Miss. Margaret Compton, and Gordon B. Leberman be and they are hereby appointed officers of this Court to assist in tabulating, computing and certifying the votes cast at the Municipal Elections held in the County of Crawford and in the Cities of Meadville and Titusville in said County upon the sixth day of November, 1923. Per Curiam Same day, Oath of Assistants taken and filed. Nov. 13, 1923 computing table ~~taken and~~ filed. Nov. 13, 1923 General Certificate of result ~~taken and~~ filed.

Nov. 13, 1923 Certified copy of votes for (1) Judge of Superior Court, (2) Commissioned County officers, and (3) for and against proposed amendments to the State Constitution, - issued and transmitted to the Secretary of the Commonwealth

Nov. 13, 1923, Return of vote for County Commissioners, County Auditors and County Treasurer, issued to County Commissioners.

Nov. 13, 1923. Return of vote for District Attorney issued to August Delp, Esq., District Attorney elect.

J. Perry Eckels 59 John O. McClintock Walter J. McClintock	E. L. Ward vs. Earl Sadler Entered Nov. 12, 1923 Jay + entry (paid by Atty) 1.50 Costs on Trans. 3.60	Appeal by Defts. from Judgment of Harry L. Bail, J. P. Aug. 4, 1924, Statement of claim filed. + service accepted by Defts. Attys. Aug. 11, 1924, Affidavit of defense filed Service accepted by Plffs. Atty.

~~NOVEMBER~~ TERM, 1923

J. A. Northam x W. M. Benedict	Nettie Peterson vs. Mable Dorothy Duncan	Record continued from page 185 of No. 31 Sept. Term, 1923. Feb. 25, 1924, Plaintiffs bill of costs filed, amounting to $28.80. And now, Feb. 29, 1924 On motion in open court, order granted on Stenographer to transcribe notes of testimony as prayed for. (See paper filed) Per Curiam. March 8, 1924 Testimony and Charge of the Court filed. March 13, 1924, Plaintiffs reasons for a new trial filed. March 20, 1924 Argued bef. D. - before Hon. James A. McLaughry, P. J. 35th Judicial Dist. Specially presiding. Oct. 14, 1924 Opinion of Hon. Jas. A. McLaughry, P. J. 35th Jud. Dist. specially presiding, filed. Order appended: And now, October 13, 1924, this matter came on to be heard on a motion for new trial, and was argued by counsel; whereupon after due consideration, the motion is refused. (Signed) J. A. McLaughry, P. J. Specially Presiding.

Arthur L. Bates vs J. Berry Eckels & C. Clark Kent for Williams and Rick.	The J. R. Watkins Co. vs Floyd J. Abbott S. S. Williams and Thos. J. Rick	Record continued from page 44 of No. 44 Feb. Term, 1923. On Trial List for 1st Mon. of Mar. 24, No. 8. Feb. 25, 1924, continued by consent. On Trial List for 1st Monday of Oct 1924 No. 3. Oct. 6, 1924 continued; deposition not returned. On Trial List for 1st Monday of Jany, 1925, No. 14. Dec. 29, 1925. Continued for depositions. On Trial List for 1st Monday of March, 1925, No. Feb 23, 1925 continued by Consent. Aug. 27, 1925 Depositions taken by Joseph O. Page, Commissioner, at Winona, Minnesota, filed, and Attys notified. On Trial List for 1st Monday of Oct 1925 No. 19. Sept. 29, 1925 Continued by consent. On Trial List for 1st Mon. Jan. 1926 No. 8 Jan. 4, 1926 Continued on application of Defr.

On Trial List for first Monday of Mar. 1926 at No. 9.

Mar. 5, 1926 Carbon Copy of Affidavit of Defense upon part of Rick and Williams filed endorsed with the following order

Order Nov. March 4, 1926, it appearing that the Affidavit of Defense heretofore filed in this case has disappeared from the records, and it having been agreed by and between counsel for plaintiff and defendant that the within is a correct carbon copy of said original, it is ordered that the within named carbon copy be filed in the Prothonotary's office to stand as and for Defendants affidavit of defense for the purpose of completing the pleadings as above indicated.

Per Curiam Thos. J. Prather P.J.

Mar. 5, 1926 Carbon copy of Plaintiffs Statement of Claim filed with the following order endorsed thereon.

Nov. March 4, 1926 within statement ordered filed as a true copy of the original filed in this case now lost from the records.

By the Court

Thos. J. Prather P.J.

Continued on page 363.

And now, March 4, 1926, Jury selected and sworn.

March 5, 1926. Juror withdrawn, and case continued. (See Brothys Trial List)

Per Curiam

And now, to wit, Jan. 29, 1927, Plffs. by Atty enters rule for a supplementary commission to be issued to Joseph O. Page, Notary Public Winona, Minn, to take the testimony of Paul Watkins and W. H. Geiss and others, on the annexed interrogatories on 15 days notice to defendants or

X	The Wm Edwards Co. vs. Fred Wheeling, Dept. and The Crawford County Mutual Insurance Co. Garnishee.	Record Continued from page of No. 25 February Term, 1923. Sept. 16, 1924. Motion to amend petition to open and set aside the judgment against the garnishee filed, and for re-argument thereon. Now, Sept. 16, 1924, Rule to show cause granted, Returnable to 4th Monday of Sept. next. (Sgd) Thos. J. Prather, P.J. On Argt. List for Sept. Term, 1924 No. 2. Now, Sept. 22, 1924, by consent of counsel, motion for re-argument withdrawn. Per Curiam. Now, Sept. 22, 1924, After argument within amendment allowed nunc pro tunc as of Dec. 2d, 1923. Per Curiam. (See back of motion to amend petition to open and set aside judgt. vs. garnishee)

Sept. 23. Certiorari on appeal by Crawford County Mutual Insurance Company, Garnishee, from the final order of Court to the Superior Court in this case, filed. Being numbered in said court 109 of April Term, 1925, and returnable the second Monday of April, A.D. 1925.

May 1st 1925 Received from The Crawford County Mutual Insurance Co., Garnishee Fifty nine and 60/100 ($59.60) Dollars, and the Prothy. is hereby directed to mark said judgment satisfied as to the said Garnishee.

O. Clare Kent Plffs. atty.

York Metal and Alloys Company now for the use of Fidelity and Casualty Company vs. Cyclops Steel Co.	Record continued from page 23 of No. 23 February Term, 1923 And now, Oct. 16, 1924 Leave granted to withdraw surety bond of deft. with Fidelity & Casualty Co as surety for cancellation. Per Curiam. (See paper filed) Same day, (bond) delivered to John C. Sherrick Attorney for Surety. (See receipt on motion) Nov 18 1924 Assignment of judgment filed,

C.W. Benedict X	Raymond W. Loomis vs. Anna L. Loomis	Record continued from page 326, of No. 30 November Term, 1923 Oct. 21, 1924 Testimony and report of Master filed. Nov. 13, 1924, Report of Master approved. Per Curiam. And now, Nov. 13, 1924, Libellant by Atty enters rule on respondent to show cause why a decree of divorce should not be granted. (See paper filed) Rule issued. Same day, Service of rule accepted by Geo. Frank Brown, Esq. Atty for respondent. (See paper filed) On Argument List for Nov. Term, 1924, No. 12 Nov. 28, 1924 After due consideration, a divorce is decreed as prayed; And it is further decreed that respondent shall not marry the said Al Meader during the lifetime of libellant. Per Curiam.

Decree: And now, to-wit Nov. 28, 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 Raymond W. Loomis be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between him the said Raymond W. Loomis the libellant and the said Anna L. Loomis, 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 he had never been married.

And it is further ordered and decreed that the said respondent, Anna L. Loomis, shall not marry the said Al Meader during the life time of the libellant, said Raymond W. Loomis.

(See paper filed) Per Curiam

Otto Kohler :X	Dora B Harte vs. Charles W Jones	Record continued from page 129, of No. 55 May Term, 1923

On Trial List for 1st Monday of Mar. 1925, No. 2

March 2, 1925, Answer to amended statement of claim filed by leave of court.

March 2, 1925, Jury selected and sworn

March 4, 1925 Compulsory Non suit directed. Per Curiam.

Ple. page 195. Judgment

W. L. Greeley, Prothy

And now, March 5, 1925, On motion in open court, a rule to show cause is granted why the non suit should not be vacated, with leave to file additional reasons at any time before argument. Per Curiam.

(See paper filed)

March 5, 1925. Order granted on Stenographer to transcribe notes of testimony. Per Curiam. (See paper filed)

April 10, 1925, Testimony taken by Stenographer filed.

On Argt. List for May Term, 1925, No. 9.

Aug. 24, 1925 Opinion filed sur motion to take off non suit "We withhold our order to enable counsel to take advantage of our suggestion" Per Curiam.

On Argument List for Sept Term, 1925, No. 8

Now, Jan. 4, 1926, the motion to take off compulsory non suit is overruled and dismissed Per Curiam. (See opinion filed)

January 14, 1926 Bond of plaintiff on appeal to Supreme Court filed. Being under Sections 6 & 18 Act 1897, dated Jan. 14, 1926, in the penal sum of $500.00 with Otto Kohler and Edith Gross as sureties.

Feb. 18, 1926, Certiorari on Appeal by Plff. to Supreme Court filed, returnable to first Monday of May next, and numbered 160 Jan. Term, 1926 in said Court. Certiorari served on same day Walter J. McClintock, Esq., Depty. Atty., by handing him notice of said appeal, etc. (See affidavit filed.)

Jan 28 1926 Tribunes Bill for printing paper books filed.

July 9, 1926, Record returned and remittitur and certified copy of opinion of Kephart, J. filed. "The judgment of the Court below in entering the non suit is affirmed."

J.R. Watkins Co
vs
Floyd J. Abbott,
S.S. Williams and
Thomas J. Rick

Record continued from page 358, of No ### February Term, 1923.

their attorneys, said testimony to be read in evidence in behalf of Plaintiff on the trial of the above entitled case (See paper filed)

Jan. 29, 1927. Additional interrogatories to the above named witnesses filed.

Same day, Service of rule and interrogatories accepted by J. Berry Eckels, Esq., Atty for Defts.

February 17, 1927, Commission issued.

July , 1927. Commission and interrogatories retd by order of plffs. atty.

And now, July 23, 1927, Plff. by attorney, enters Rule for supplementary Commission to be issued to Joseph L. Page, Notary Public, Winona County Court House, Winona, Minn. to take the testimony of Paul Watkins, F. H. Doellner and W. H. Geiss, witnesses for plaintiff, upon the attached interrogatories, on 15 days notice to defts. or their Attys, said testimony to be read in evidence in behalf of plff, on the trial of the above entitled case. (See paper filed)

Same day, Interrogatories filed, and notice of same and rule accepted by defendants Atty.

Sept. 3, 1927. Commission issued and forwarded.

Oct. 7, 1927. Depositions of Paul Watkins, F. H. Doellner & W. H. Geiss, on part of plaintiff, taken by Joseph L. Page, Esq., Commissioner, at Winona, Minn. filed, and Attys notified.

On Trial List for 1st & 2d Mon. of March, 1928, No. 38.

On Trial List for 2d Monday of June, 1928, No. 8.

June 11, 1928. Continued on application of plaintiff.

On Trial List for first Monday of March, 1929, No. 29 - Special.

March 4, 1929. Continued because of illness of Mr. Bates.

On Trial List for 1 & 2 Monday of Jan. 1931, No. 3½.

On Trial List for 1 & 2 Monday of March 1931 at No 39

And now, to wit, May 12, 1931, Plaintiff by attorney suggests the death of Thomas J. Rick, one of the defendants, and that John A. Rick and William G. Rick and John O. Badders of Girard, Pa, are the executors of the estate of said Thomas J. Rick, deceased.

Same day, upon praecipe of plaintiffs attorneys, the above action is indexed against Thomas J. Rick, the decedent and against John A. Rick and William G. Rick and J. O. Badders of Girard, Erie County, Pa., Executors of said Thomas J. Rick, deceased, in the Judgment Index Docket, and a copy of the suggestion certified for entry in Erie County Pa. "R" pp. 77-77 "Ba" p. 88.

On Trial List for 1 & 2 Monday of Oct. 1931, No. 50.

On Trial List for 1 & 2 Mon of Jan 1932 at No. 40

On Trial List for 1 & 2 Mon of Mar 1932 at no 47

Lucy A. Bass
vs
R. Merle Bass.

Record continued from page 201 of No 117 Sept. Term, 1923.

Sur petition of defendant.

Now, July 6, 1925,- On presentation of within petition in open Court the prayer of the petitioner is granted and it is ordered that the decree granted to Lucy A. Bass be and the same is hereby modified, by striking therefrom so much thereof as granted the custody of the child, Walter Wayne Bass to Lucy A. Bass, the libellant.

By the Court.

(See petition filed)

And now, January 9, 1928, Upon presentation of petition of R. Merle Bass, respondent, in open Court, a rule is granted upon the libellant, to show cause why the decree of divorce in this case should not be vacated and set aside; returnable to the first Monday of February next. Per Curiam. (See paper filed) Same day service accepted by Thomas F. Kiebort, attys for libellant. (See back of petition)

Petetion of libellant for an order for security for costs and counsel fees, filed January 12th, 1928.

Now, January 12th, 1928, upon presentation of the within motion, a rule is entered to show cause why R. Merle Cass should not pay an amount unto his former wife, Lucy H. Cass, on account of counsel fees for the defense of this proceeding and a rule to show cause is granted upon him as to why he should not enter security for the costs which may accrue.

Per Curiam.

Feb. 4, 1928. Answer on behalf of libellant in the nature of a demurrer filed.

Feb. 10, 1928, Answer to libellants demurrer filed, and service accepted by F. C. Kiebort, Esq.

On Argument List for Feb. Term, 1928, No. 11.

February 27, 1928. Supplemental answer to petition to vacate decree filed in open Court; and rule granted to show cause why paper heretofore filed in the nature of demurrer should not be withdrawn and within affidavit substituted, - said rule returnable and for hearing at the time of argument of the case. Per Curiam.

(See paper filed)

March 2, 1928. Argued b.t.V.

And now, May 7, 1928, the rule granted January 9, 1928, to show cause why the decree of divorce entered in the above stated case on July 7, 1924, should not be vacated and set aside, is discharged at the cost of the respondent. Per Curiam (See opinion filed)

J. Berry Eckels	Petition for Guardian of Earl William Casbohn, as a person of weak mind.	Record continued from page 142, of No. 68 May Term, 1923 Sur Petition of Guardian:- And now, November 9, 1925 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 of Earl William Casbohn, that the funds of his estate be invested, it is ordered, adjudged and decreed, that Walter Casbohn, Guardian of Earl William Casbohn, a person of weak mind, be and is hereby authorized and empowered to invest the sum of $2700.00, of the funds of the estate of said Earl William Casbohn, in a first mortgage on the farm of Mrs. Clara Lawrence, consisting of one hundred thirty acres of land situate in Beaver Township, Crawford County, Penna, for the term of three years, to bear interest at five per centum per annum. (See paper filed) Per Curiam. Jan. 25, 1926 Upon petition of Guardian, Additional Bond of Walter Casbohn, Guardian with R. M. Ward and N. R. Casbohn as sureties, in the sum of $2000.00- in addition to the $4000.00 bond heretofore given, approved by the Court and filed. Cert. of same issued. May 20 1926 First Triennial Account of Walter Casbohn Guardian of Carl W. Casbohn showing balance due Estate of ($3745.44) See paper filed. Account recorded in Account Docket No. 4, page 70. Jan. 7, 1929, Petition of Guardian for leave to extend time of payment of mortgage until Nov. 25, 1931, presented and filed. And now, Jan. 7, 1929, upon presentation and due consideration of the same, the prayer of the petition is granted, and it is ordered, adjudged and decreed that Walter Casbohn, guardian of the said Earl William Casbohn, be and is hereby authorized and empowered to extend the time of payment of the mortgage of Harry Casbohn as recorded in Crawford County Mortgage Book 130, page 294, until Nov. 25, 1931,- all other terms and conditions of said mortgage and accompanying bond to remain the same as heretofore. (See petition filed.) Per Curiam. Aug 24 1929 Second Triennial account of Walter Casbohn Guardian of Carl W. Casbohn filed showing balance due Estate of ($7,682.63) See paper filed. Sept. 3, 1929, Petition of Earl William Casbohn for re-hearing as to his mental competency, etc. presented in open Court and filed. And now, September 3, 1929, upon presentation of the within petition and due consideration of the same, the prayer of the

petitioner is granted, and the re-hearing in the above case to determine whether or not the said Earl William Basbohm is mentally incompetent, is fixed for the First Monday of October, 1929, at ten o'clock A.M.; ten days written notice to be given to Walter Basbohm, Guardian, United States Veterans Bureau, and to all parties interested named in the petition presented in this case, and further that notice of the said hearing be published in the Bonneauville Bourier once a week for two weeks. Per Curiam. (See petition)

Oct. 10, 1929, Proof of publication and acceptance of notice of hearing, filed.

Oct. 10, 1929, Affidavit of physicians filed.

Decree: And now, October 7, 1929, the petition in the above entitled matter came on for re-hearing, and it appearing to the Court that due and legal notice has been given to all interested parties as directed by order of Court, and it appearing from the testimony of the witnessed and affidavits of physicians of the United States Veterans Bureau that the said Earl William Basbohm, is now mentally competent and is not likely to become a victim of designing persons,- it is adjudged and decreed that the order of Court dated the 21st day of May, 1923, adjudging the said Earl William Basbohm incompetent, be and the same is hereby revoked, in so far as the said decree declared said Earl William Basbohm mentally incompetent, and the said Earl William Basbohm is hereby declared competent to take care of his estate.

And it is further ordered that the said Walter Basbohm, guardian of Earl William Basbohm, is hereby directed to forthwith file a final account of his trust in the office of the Prothonotary, and upon final confirmation of the same to pay over to the said Earl William Basbohm the balance finally determined to be due and owing said estate. Whereupon, the said guardian may present his petition for discharge.

Per Curiam.

(Sgd) O. Blare Kent, P. J.

(See paper filed)

Oct. 25, 1929 Final account of Walter Basbohm, Guardian of Earl William Basbohm filed, showing balance due estate of $8,191.17. Notice issued for publication in Bonneauville Bourier that the account will be finally confirmed on the third Monday of November next, at 10 A.M., unless exceptions thereto be filed in the meantime.

And now, Dec. 7, 1929, No exceptions having been filed to the within account, the same is confirmed finally.

Per Curiam.

(See paper filed)

Dec 7 1929 Proof of Publication of Notice filed.

And now, Dec. 23, 1929, upon presentation of within petition and due consideration of the same, it is ordered, adjudged and decreed that Walter Basbohm, guardian of Earl William Basbohm, be and he is hereby discharged from the duties of his trust, and the Prothonotary is directed to enter an exoneration on his bond releasing and discharging his sureties from all liability thereunder.

Per Curiam.

(See paper filed) — See margin. —

Receipt:

December 7, 1929.

Received of Walter Basbohm, my guardian the sum of Eight Thousand One Hundred Ninety-one and 17/100 ($8,191.17) Dollars, being the balance due me as shown by his final account.

(Sgd) Earl William Basbohm

(See petition for discharge)

Petition of Titusville Iron Works Company for assessment of damages for vacating a portion of South Washington Street in Titusville

Record Continued from page 24, of No. 24 February Term, 1923.

on and view the portion of South Washington Street, in the City of Titusville, Pa., to be vacated, - on the first day of September, 1926, at 10 o'clock A.M., or as soon thereafter as may conveniently be done on said day; and to hold such hearings, give such notices, and make due report thereof to the Court, in accordance with the prayer of this petition, and in compliance with the Acts of Assembly and Rules of Court, in such cases made and provided. (See petition filed) Per Curiam.

Aug. 11, 1926 Order issued

And now, Sept. 7, 1926, The time for meeting of Viewers is postponed to Thursday Sept. 30, 1926, at ten o'clock A.M. or as soon thereafter as may be conveniently done on said day. Per Curiam. (See paper filed)

Oct. 23, 1926 Proof of notice to the several parties interested, of the meeting of the Viewers upon the premisses, filed.

Jan. 3, 1927, Report of Viewers filed, awarding damages to United Natural Gas Company, to the amount of $2000.00

Order of Court: And now, January 3, 1927, this report is filed in open Court and confirmed nisi, to be confirmed finally, at the end of thirty days, hereafter, unless exceptions be filed thereto, or an appeal be taken therefrom to the Court of Common Pleas of Crawford County. Notice of the filing of this report shall be given by the Prothonotary, by mailing by registered mail, a copy of the Viewers report and this order to Charles B. Morgan, Mayor of Titusville, Pa., and to J. V. Frampton, Esq., Attorney for the United Natural Gas Company. Per Curiam.

Jany. 3, 1927, Testimony taken before Viewers filed.

Jany. 7, 1927, Viewers bill of costs filed.

Feb. 2, 1927, Exceptions by the City of Titusville to the report of viewers in this proceeding filed.

Feb. 2, 1927 Appeal by the City of Titusville from the report, findings and award of viewers filed.

On Argument List for Feb. Term, 1927, No. 4

Now, Sept. 6, 1927, exception upon the part of the City of Titusville, as to the assessment of damage against it and in favor of the United Natural Gas Company in the sum of Two thousand Dollars ($2000), is sustained, such award is disallowed, and the report as thus modified is hereby confirmed absolutely. Per Curiam. (See opinion filed)

A. M. Fenner

X

Petition of Mrs. Edna M. Compton vs for appointment of a Guardian for Belia Line, a person of weak mind.

Record Continued from page 137 of No. 63 May Term, 1923.

And now, Nov. 7, 1927, On presentation of the within petition in open Court, It is ordered and decreed that a Citation be issued, directed to Harold Compton, guardian of Belia Line, and the United States Fidelity and Guaranty Company of Baltimore, Md., as his surety, to state and file an account, showing the receipts and expenditures and amount in the hands of the said Harold Compton Guardian as aforesaid, of the property and estate of the said Belia Line, or show cause why such an account should not be stated and filed; returnable the first Monday of December, 1927.

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

Same day, Citation issued.

Citation Returned Nov. 17, 1927. Served the within writ upon the United States Fidelity and Guaranty Company of Baltimore, Maryland, upon the aforesaid company's Crawford County, Penna. representative, namely, Gelvin Jackson and Starr Insurance Company, at Meadville, Crawford County, Penna, by handing to L. B. Starr, a member of aforesaid firm, a true and attested copy of the within writ of Citation to guardian to account, and making known to him the contents thereof. Harold Compton: non est inventus.

So answers L. H. Jones, Sheriff.

Dec. 5, 1927. Motion by A. M. Fenner, Esq., Atty for Edna M. Compton, for an order on Guardian, etc. Filed in Open Court.

Order: Dec. 5, 1927, upon presentation of the foregoing motion in open Court, it is ordered that an account of Harold Compton, Guardian of Belia Line, enter an appearance and state and file an account, showing the receipts and expenditures and management of the estate of the said Belia Line, within fifteen days, by the said Harold Compton, or the United States Fidelity and Guaranty Company of Baltimore. Per Curiam. (See paper filed)

Dec. 5, 1927. Thomas & Kiebort appear for Harold Compton and the United States Fidelity & Guaranty Co., Guardian and Surety in the above stated case. (See paper filed)

Record continued to Page 372.

No. 63 May Term, 1923, Cont'd

	Petition of Mrs. Edna M. Compston vs for appointment of a Guardian for Celia Line, a person of weak mind.	Record continued from Page 371.
Thomas & Kiebort for exceptant.		Aug. 20, December 19, 1927, Stipulation of Counsel Order.

Now, December 19th, 1927, upon presentation and filing of the above stipulation and with the consent of the said parties, Roy S. Peters, Esq. is hereby appointed Auditor as suggested in said stipulation with full power and authority to ask, receive and take possession by amicable or legal means of law of the papers, records and accounts of the said Harold Compton, Guardian of the said Celia Line and to file an account of said Guardianship in this Court on or before the 15th day of January 1928. Notice of the filing of said account to be given by the Prothonotary in accordance with the rules of court and the United States Fidelity and Guaranty Company or any party interested shall have a right to file exceptions to said account within the time allowed by law or rules of court. Per Curiam.

(See paper filed)

Jan 16 1928 Final account of Harold Compton Guardian filed by Roy S. Peters Auditor Showing balance due Estate of 7860.60 Same day notice issued to Meadville Tribune Republican that account will be finally confirmed on First Monday of February at ten o'clock a.m Unless exceptions are filed in the meantime Feb. 1. 1928. Proof of publication of notice of account filed

Feb. 6, 1928, Exceptions on part of surety, to account of Guardian as stated auditor, - filed by leave of court, and leave granted to file additional exceptions within thirty days from the date hereof. Per Curiam

Now, Feb. 23, 1928, On motion in open court, time for filing additional exceptions is extended until April 6, 1928. Hearing in above matter is deferred until 1st Monday of May, 1928.

(See paper filed) Per Curiam.

Now, February 23, 1928, On motion in open court by Thomas & Kiebort, Attys for U.S.F.&G. Co. surety, - A.C. Armstrong, Esq., is appointed Commissioner to take testimony of Harold Compton, now residing at Columbus, Ohio. Ten days notice of the taking of the testimony to be given to A.M. Fenner, Esq., Attorney for the estate of Celia Line,

(See paper filed) Per Curiam

No. 63 May Term, 1923, Cont'd.

April 3, 1928 Deposition of Harold Compton filed, and Thomas & Rickert attys for surety, and A. M. Fenner, Esq., Atty for Estate of Edna M. Compton, notified.

April 10, 1928. The death of Celia Line which occurred on the 17th day of Jany. 1928. is suggested and that A. M. Fenner has been appointed Administrator of her late said Celia Line's Estate is also hereby suggested. A. M. Fenner Atty.

Order, on motion of A. M. Fenner, Esq., Atty and Admr.

And now, April 10, 1928, on presentation of the foregoing motion: The report of the account of Harold Compton, guardian of Celia Line, as stated by Roy S. Peters, Auditor, is referred back to him the said Roy S. Peters, as Auditor, to pass upon exceptions filed, with authority to take such competent testimony as may be offered before him, and to take into consideration such testimony as has heretofore been taken and filed in said case, and therefrom make report to the Court of the amount of the estate of the said Celia Line said Celia Line now in the hands of the said Harold Compton, guardian as aforesaid.

Per Curiam.

(See paper filed) (Signed) Oblare Kent P. J.

Same day, copy of order issued to Auditor, Roy S. Peters, Esq.

May 1, 1928. Final Account of Harold Compton, Guardian of Celia Line filed, showing balance due accountant of $113.53. Notice issued for publication in Meadville Tribune-Republican that said account will be allowed and finally confirmed on the third Monday of May next, at 10 o'clock, A.M.

Now, May 7, 1928, time for hearing in the above stated matter extended until the first Monday of June 1928.

Per Curiam.

May 10th, 1928, Exceptions to account of Harold Compton, guardian of Celia Line, on part of Administrator of Estate, filed. May 11, 1928, Proof of publication of notice of filing final account filed.

Now, May 14, 1928, On motion, in open Court, the account of Harold Compton, Guardian of Celia Line, stated and filed in this case, and the exceptions thereto filed by A. M. Fenner, administrator, are referred to Roy S. Peters, Esq., heretofore appointed Auditor in said case to ascertain and report from all matters that have been referred to him as auditor, as to the amount of the estate of the said Celia Line, is lawfully in the hands of the said Harold Compton, Guardian as aforesaid. Per Curiam. (See paper filed)

July 2, 1928, Report of Roy S. Peters, Esq., Auditor, filed in open Court and confirmed nisi, same to be finally confirmed in ten days, unless exceptions are filed in the meantime. Per Curiam.

July 9, 1928, Testimony taken before Roy S. Peters, Esq., Auditor, on April 20, 1928, filed.

Contd on next page

No. 63 May Term, 1923. continued.

Sept. 17, 1928, Receipt of A. M. Jenner, Admr. of estate of Celia Line, deceased, to United States Fidelity and Guaranty Company, Surety on bonds of Guardian, filed, being for the sum of $70.17.84, "in full settlement of the amount due said estate, etc.

Crawford County

Pages

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Thru

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Missing

Record Continued from page 52

In the matter of the incorporation of the First Regular Baptist Church of the Borough of Meadville etc	At No 52 February Term 1923
	Jan. 4, 1926 Proof of publication of Notice of application filed.
	Decree of Court And now, to-wit, This 4th day of January A.D. 1926 it appearing on the presentation of the within Petition that the Order of Court heretofore made has been complied with, and that publication of notice
the presentation of	said petition has been made as
required by said	Order, it is, therefore, ordered and
decreed that the	said Amendment prayed for in
said petition be	approved, and upon the records
of said Petition and	its endorsements and this Order
in the Office of the	Recorder of Deeds of the County of
Crawford, which	is now hereby ordered, The said
amendments shall be deemed and taken to be	
a part of the Charter of the First Baptist Church	
of Meadville, Penna.	
(See paper filed)	Per Curiam
	(signed) Thos J. Prather P.J.

Crawford County

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TERM, 1923

W. J. Sirdevan	Petition of Florence S. Groesbeck for Satisfaction of Mortgages.	Record Continued from page 56 of No. 56 February Term, 1923.

recorded in said Recorders office Aug. 4, 1877, in Mortgage Book "J," at page 502, upon all that certain piece or parcel of land situate in the First Ward of the City of Titusville, Crawford County, Pennsylvania, bounded and described as follows: Beginning at a point in the east line of Chestnut Street, 140.26 feet south of the south line of East Elm Street, thence east parallel with East Elm Street 40.15 feet to a point; thence south parallel with Chestnut Street, 40.26 feet to a point; thence west parallel with East Elm Street, 40.15 feet to a point in the east line of Chestnut Street; thence north along the east line of Chestnut Street, 40.26 feet to the place of beginning;

And also, That satisfaction shall be entered by said Recorder on the record of that certain other mortgage mentioned in said petition, given by Melissa M. Jaynter to said Ann E. Groesbeck dated January 15, 1880, and recorded in said Recorders office February 14, 1880, in Mortgage Book "W" at page 267, upon all that certain piece or parcel of land situate in the First Ward of the City of Titusville, Crawford County, Pennsylvania, bounded and described as follows: Beginning at a point, the southeast corner of East Elm and Chestnut Street; thence easterly along the south line of East Elm Street, 40.15 feet to a point; thence south parallel with Chestnut Street, 40.15 feet to a point; thence west parallel with East Elm Street, 40.15 feet to a point; thence northerly along the east line of Chestnut Street, 40.15 feet to the place of beginning; — upon payment of the costs due relative to the entry of said satisfactions of said mortgages 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 and filing said record shall forever thereafter defeat, release and discharge said mortgages, and shall likewise bar all actions brought or to be brought thereon, as fully and effectually to all intents and purposes as if satisfaction had been entered upon each by the legal holder or holders of said mortgages. (See paper filed) Per Curiam.

Same day, Certified copy of decree issued.

John O. McClintock Walter J. McClintock 7	Josephine Richardson and J. Burton Bogardus, Administrators of the estate of Irvin M. Richardson, late of Randolph Twp. Crawford Co., deceased vs. Walter A. Richardson	Record continued from page 161 of No. 7 September Term, 1923,

west by a public road, containing seventy three acres, more or less, having a frame house, and frame barn thereon, by handing to Josephine Richardson, whom I found in actual possession, custody and control of said real estate, as one of the owners thereof, a true and attested copy of the said writ of Foreign Attachment of the plaintiffs Affidavit of Claim, and of Non Residence of defendant, in the presence of A.T. Irons and George Irons, two credible persons of the neighborhood; and by posting on the premises a true and attested copy of the said writ of Foreign Attachment; and I did then and there summon the said Josephine Richardson as garnishee; And I further certify that I summoned the said Josephine Richardson and J. Burton Bogardus, Administrator of the estate of Irvin M. Richardson, deceased, on the 18th and 22nd days of May 1923, respectfully as garnishees.

So answers, H.B. Cutshall, Sheriff.

Entered May 23, 1923, in Judgt. Doc. R. 4, 177.

And now, February 12, 1924, On motion of plaintiffs Attorneys, and it appearing that more than three terms have elapsed since the issue and service of the writ of Foreign Attachment in the above entitled case, and no appearance having been entered for the defendant, - judgment is now entered against the defendant, and in favor of the plaintiffs, and the same is hereby liquidated at the sum of Five hundred seventeen Dollars, with costs, being the amount of claim as set forth in plaintiffs statement of claim, and due proofs this day filed. (See paper filed)

Feb. 12, 1924. Affidavit of plaintiffs in proof of claim filed.

Debt $517.00

Int. from Feb. 12, 1924.

R. page 177. Judgment

V.L. Greeley, Prothy.

Thomas + Thomas

Petition of the School District of the Borough Cambridge Springs for Appointment of Viewers to assess damages for the taking of lands for school purposes

Record continued from page 134 of No 60 May Term 1923

School Directors, and R. J. Wheelock, met with said viewers.

After viewing and inspecting the several premises mentioned in said petition and the buildings erected upon said several pieces of land mentioned, and agreeably to the parties in interest, adjourned for the hearing of testimony to be produced in court room No 2 in the Court House in Meadville, said County on Thursday May 31, 1923 at 10 o'clock A. M.

On Thursday, May 31, 1923, at 10 o'clock A. M the said viewers met in said Court Room No 2 and at the request of the parties in interest adjourned to meet on Tuesday, June 5, 1923 at 10 o'clock A. M. in said Court Room No. 2 to hear the testimony on behalf of said parties in interest.

On Tuesday June 5, 1923 at 10 o'clock A. M., the said viewers met in said Court Room No. 2, at which time and place Messrs. Thomas + Thomas, attorneys for the School District for the Boro of Cambridge Springs, Roscoe Rider, and Mark Wilber, members of the School Board of said School District, appeared on behalf of said School District: Albert L. Thomas, Esq., atty for R. J. Wheelock and Anna C. Wheelock, and R. J. Wheelock appeared on behalf of said R. J. Wheelock, + Anna C. Wheelock; John A. Bolard, Esq., attorney for James Sherman, and James Sherman appeared on behalf of said James Sherman; O. Clare Kent, Esq., attorney for John Urey and John Urey appeared on behalf of said John Urey; O. Clare Kent, Esq., attorney for Turner Brothers, and Homer T. Turner appeared on behalf of said Turner Brothers; O. Clare Kent, Esq., attorney for the Carnation Milk Products Company and W. C. Cross, District Superintendent of said Carnation Milk Products Company, appeared on behalf of said Carnation Milk Products Company; at which time and place the testimony of five witnesses on behalf of R. J. Wheelock and Anna C. Wheelock was offered with reference to the value of property taken and damages by reason of taking same; two witnesses on behalf of James Sherman; Three witnesses on behalf of John Urey; three witnesses on behalf of Turner Brothers; one witness, W. C. Cross, District Superintendent of the Carnation Milk Products Company, on behalf of said Carnation Milk Products Company, and five witnesses on behalf of the School District of the Boro of Cambridge Springs.

It was agreed, before the viewers, by Albert Thomas, Esq., attorney for R. J. Wheelock and Anna C. Wheelock and Thomas + Thomas, attorneys for the School District of the

Borough of Cambridge Springs, that whereas, by the taking by said School District of the Borough of Cambridge Springs of the "First Piece" of realestate described in the petition filed in this case, the real estate lying immediately east thereof owned by said P. J. Wheelock and Anna C. Wheelock as evidenced by deed recorded in the Recorder's Office of said County of Crawford, in Deed Book Volume No 222 page 336, is deprived of a right of way along and over the east end of said "First Piece" of real estate to the rear of said real estate owned by said P. J. Wheelock and Anna C. Wheelock, as evidenced by Right of Way recorded in said Recorder's Office in Deed Book Volume 1 No 6, page 436; and whereas no mention is made in said Petition to the taking of said Right of Way with reference to the real estate owned by the said P. J. Wheelock and Anna C. Wheelock, the viewers are to assess the damages sustained by the said P. J. Wheelock and Anna C. Wheelock for the taking of said Right of Way with the same force and effect as though said Petition had made mention thereof and asked that damages be assessed for said taking.

The Viewers adjourned to meet in said Court Room No 2 on Wednesday June 6, 1923 at 10 o'clock A. M. to hear arguments of counsel for parties in interest.

On Wednesday June 6, 1923, at 10 o'clock A. M., the Viewers met in said Court Room No 2 and heard the argument of Albert L. Thomas, Esq., for P. J. Wheelock and Anna C. Wheelock; John A. Bolard, Esq., for James Sherman; O. Clare Kent, Esq., for John Urey, Turner Brothers, and the Carnation Milk Products Company.

The Viewers ascertained the liens against the several pieces of real estate as shown by certificates from the tax Collector of said Boro. of Cambridge Springs, the Prothonotary and Recorder of Deeds of said County of Crawford and the Clerk of the United States District Court for the Western District of Pennsylvania, hereto attached.

Findings of Fact.

That the proceedings in this case are by virtue of the authority contained in the Acts of Assembly of May 18, 1911, page 309, Chapter VI.

That the Real estate and improvement owned by the parties and taken by these proceedings are as follows:

P. J. Wheelock, entire real estate with two story house, storage building, and barn thereon.

James Sherman, entire real estate, with two story building thereon, downstairs used as a monumental granite works, and upstairs used as a dwelling.

John Urey, entire real estate, with two story building thereon, downstairs used as a blacksmith's Shop, and upstairs as a dwelling.

Turner Brothers, part of real estate, with an old barn and storage building thereon.

Carnation Milk Products Company, about one and one third acres of vacant land.

That all the claimants suffered damages and no benefits by the taking of said real estate.

That said R. J. Wheelock and Anna C. Wheelock suffered damages by reason of the taking of the right of way to the rear of their real estate, and in accordance with the agreement of counsel damages are awarded for said taking.

That the "Sixth Piece" of real estate described in the Petition filed in this case as owned by the Mohawk Milk Company is now owned by the Carnation Milk Products Company, as shown by deed recorded in said Recorder's Office in Deed Book Volume No 228, page 395, and the damages for taking same is awarded to said Carnation Milk Products Company.

That the notice of the first meeting of the Viewers was served upon C. C. Conlin, superintendent of the so-called Mohawk Milk Company, return of service of said notice being hereto attached, but in reality superintendent in charge of the Carnation Milk Products Company, which said notice was responded to by the appearance of T. Clare Kirk, Esq., as attorney, and W. C. Cross, District Superintendent of said Carnation Milk Products Company.

That the "Fourth Piece" and the "Fifth Piece" of real estate described in said petition as owned by Turner Brothers, are two triangular pieces of land taken from one plot owned by said Turner Brothers.

Conclusions of Law.

The measure of damages for an entire property taken is the is the fair market value of the property at the time it was taken

Warden v. Philadelphia, 167 Pa. 523

The general rule in estimating the damage resulting from the appropriation of part of a tract of land is to make a fair and just comparison of the market value of the whole tract, before the taking, and afterwards as affected by it. The difference is the measure of damages. Gaslight Co. vs P.R.C. 167 Pa 6.

In this case Mr. Justice Williams says: "The just compensation is such a sum as shall equal the difference between the fair market value of the property entire before the entry and after it. What that sum is must be determined by the jury from evidence relating to that subject. If an entire lot is taken its value, at the time of taking, determines the amount of the damages. If part only is taken the jury should ascertain the value of what remains and the difference between this and the value of the whole before the entry was made fixes the measure of damages. The difference is a just compensation to the individual for what has been taken from him for the use or benefit of the public."

From the examination of the respective several pieces of real estate taken by said School District of the Boro. of Cambridge Springs, and after hearing all parties in interest desiring to be heard, and taking into consideration the quality and location and the improvements upon the several pieces of land so taken for school purposes, and taking into consideration the damage sustained by the several parties, and the benefits accruing, the Viewers have estimated and determined

the amount of damages that have been sustained by the respective owners of the several premises by the reason of the taking of said several pieces of real estate by said School District of the Boro. of Cambridge Springs, and find and report as follows:

1. As to all that certain piece or parcel of land now owned by R.J. Wheelock bounded and described as follows: Beginning at an iron post on the northerly side of Venango Avenue and at the southeast front corner of land belonging to the School District of the Boro. of Cambridge Springs; thence northerly on an angle of 74° 30' with the southern front boundary of the lot belonging to the School District of the Boro. of Cambridge Springs, and measured from the west towards the north along the said land of the School District of the Boro of Cambridge Springs, 200 ft. to a point; thence in an easterly direction along the northerly boundary of the lot of R. J. Wheelock, and the southerly boundary of lot of the School District of the Boro of Cambridge Springs, 86 feet to a point at the northwest corner of lot of W. M. Caufield and the easterly boundary of said lot of R.J. Wheelock, 193 feet, to a point on the northern side of Venango Avenue; thence in a westerly direction along the north side of Venango Avenue and the southern boundary of lot of said R.J. Wheelock, 63 feet, to the place of beginning. We find the amount of damages that have been sustained by the said R.J. Wheelock, owner of said real estate, by reason of the taking of same by said School District of the Boro of Cambridge Springs aforesaid to be the sum of Six thousand Five hundred ($6,500.00) Dollars, the said sum payable to R.J. Wheelock. Against which real estate of R.J. Wheelock we find as liens, State, County and Poor taxes for 1923, Sixteen Dollars and eighty eight cents ($16.88), Borough tax 1923 ($37.50) School tax 1923 ($37.50 No other liens.

2. As to all that certain piece or parcel of land now owned by James Sherman bounded and described as follows: Beginning at the southwesterly corner of lot of the School District of the Boro of Cambridge Springs, it being the southeasterly corner of lot of said James Sherman, at a point on the north side of Railroad Avenue; thence Westerly along the north side of Railroad Avenue, 52 5/10 feet to the southeasterly corner of lot of John Urey; thence in a northwesterly direction along the northeasterly boundary of lot of John Urey, it being the southwesterly boundary of lot of James Sherman, 93 feet, to land of Turner Brothers; thence in a northeasterly direction along the southeasterly boundary of lot of Turner Brothers, it being the northwesterly boundary of lot of James Sherman, 36 feet and 8 inches, to lot of the School District of the Boro of Cambridge Springs; thence southeasterly along the southwestern boundary of the lot of the School District of the Boro of Cambridge Springs, it being the northeasterly boundary of the lot of the said James Sherman, 131 feet to the place of beginning. We find the amount of damages that have been sustained by the said James Sherman owner of said real estate by reason of the taking of same by said School District of the Boro of Cambridge Springs aforesaid to be the sum of Two thousand Two hundred and fifty dollars ($2,250.) the said sum payable to James Sherman. Against which real estate of James Sherman we find as liens State, County and Poor Taxes for 1923 $8.10 Boro tax, 1923, $18. School Tax 1923 $18.

Judgment, in the Court of Common Pleas of Crawford County, Pa. No. 45 November Term, 1918, debt $5,250, costs $5.25, payable to the First National Bank of Cambridge Springs, Pa., interest from Nov. 18, 1918; judgment in said Court of Common Pleas of Crawford County No. 46 November Term 1918, debt $1,365, costs $5.25, payable to First National Bank of Cambridge Springs, Pa., interest from November 18. 1819, entered October 22, 1918; Judgment in said Court of Common Pleas of Crawford County, No 273 February Term 1920, debt $2,500, costs $2, payable to Susie E. Royer, interest from April 12, 1920, entered April 14, 1920. No other liens.

3. As to all that certain piece or parcel of land now owned by John Urey bounded and described as follows: Beginning at the southeasterly corner of lot of John Urey, it being the southwesterly corner of the lot of James Sherman, on the north side of Railroad Avenue; thence westerly along the north side of Railroad Avenue 48 5/10 feet, to lot of Turner Brothers; thence in a northwesterly direction along the northeasterly side said lot of Turner Brothers, it being the southwesterly boundary of the lot of said John Urey, 58 feet; thence in a northeasterly direction along the southeasterly boundary of the lot of the said John Urey, 34 feet and 4 inches to the northwesterly corner of the lot of James Sherman; thence in a southeasterly direction, along the southwesterly boundary of lot of James Sherman, it being the northeasterly boundary of lot of John Urey. 93 feet to the place of beginning. We find the amount of damage that have been sustained by the said John Urey, owner of said real estate, by reason of the taking of same by said School District of the Boro. of Cambridge Springs aforesaid to be the sum of One thousand Nine hundred Dollars ($1,900.), the said sum payable to John Urey. Against which real estate of John Urey we find as liens State, County and Poor Tax 1923, $6.30, Boro tax, 1923 $14. School Tax, 1923 $14.; Mortgage given by John Urey to Claude E. Root, date April 2, 1923, recorded in the office of the Recorder of Deeds of Crawford County, Pa. in Mortgage Book Volume No. 123, page 266, for $500. due in six months from date, with interest at 6% per annum, no other liens.

4. As to all that certain piece or parcel of land now owned by Turner Brothers bounded and described as follows:

Beginning at the southwesterly corner of lot of John Urey, it being the southeasterly corner of lot of Turner Brothers, at a point on the north side of Railroad Avenue; thence westerly along the north side of Railroad Avenue, 25 feet, to a post; thence in a northwesterly direction along the easterly side of the remaining portion of the lot of Turner Brothers it being the southwesterly boundary of the lot herein described 44 feet to a point at the northwesterly corner of lot of John Urey; thence southeasterly along the southwesterly boundary of lot of John Urey, it being the northeasterly boundary of the lot herein described, 58 feet to the place of beginning.

Also all that certain piece or parcel of land now owned

by Turner Brothers, bounded and described as follows:

Beginning at the northwesterly corner of lot of John Urey, thence in a northeasterly direction along the northwesterly boundaries of the lots of John Urey and James Sherman, it being the southeasterly boundary of the land herein described 71 feet, to lot of the School District of the Boro of Cambridge Springs, the said point being the northeasterly corner of lot of James Sherman; thence in a northwesterly direction along the southwesterly boundary of the lot of the School District of the Boro of Cambridge Springs, it being the northeasterly boundary of the lot herein described 200 feet, to a point at the northwesterly corner of lot of the School District of the Boro of Cambridge Springs; thence in a southeasterly direction along the northeasterly boundary of the remaining portion of the lot of Turner Brothers, it being the southwesterly boundary of the lot herein described 212 feet, to the place of beginning.

We find the amount of damages that have been sustained by the said Turner Brothers, owners of said real estate by reason of the taking of same by said School District of the Boro of Cambridge Springs aforesaid, to be the sum of One thousand Dollars ($1,000.), the said sum payable to Ray Turner and Homer Turner, as Turner Brothers. Against which real estate we find as liens State, County and Poor Tax for 1923, $6.08, Boro. Tax for 1923, $13.50. School tax for 1923, $13.50. No other liens.

5. As to all that certain piece or parcel of land now owned by the Carnation Milk Products Company, the same being a vacant piece of land bounded and described as follows: Beginning at the most westerly corner of lot of the School District of the Boro. of Cambridge Springs; thence north, 16° and 45' east, it being the southwesterly boundary of the lot of the Carnation Milk Products Company yet remaining, and the northwesterly boundary of the lot herein described, 380 feet to a soft maple tree on the southerly side of French Creek thence southeasterly along the bank of French Creek 316 feet to lot of the School District of the Boro of Cambridge Springs; thence southwesterly, along the northwesterly boundary of lot of the School District of the Boro of Cambridge Springs, it being the southeasterly boundary of the lot herein described, 449 feet to the place of beginning.

We find the amount of damages that have been sustained by the Carnation Milk Products Company, owner of said real estate, by reason of the taking of same by said School District of the Boro. of Cambridge Springs aforesaid to be the sum of four hundred Dollars ($400.), the said sum payable to the Carnation Milk Products Company. We find no liens against said real estate.

6. As to all that certain piece or parcel of land now owned by R. J. Wheelock and Anna C. Wheelock,

bounded and described as follows: Beginning at a post on Venango Avenue at the southeast corner of land of Ransom J. Wheelock, thence northwardly along said Wheelock land 193 feet to the public school ground; thence easterly along said public school ground and land of A. B. Ross Heirs, 35 feet; thence southerly along land of said Ross heirs, 178 feet to Venango Avenue thence westerly along said Venango Avenue 55 feet to the place of beginning. Together with grantors right, title and interest in land to a certain driveway acquired from Margaret J. Finney.

We find the amount of damages that have been sustained by the said R. J. Wheelock and Anna C. Wheelock owners of said Real estate, by Reason of the taking of the Right of Way described as follows: All that certain driveway now open and in use upon the north side of said first party's lot and adjoining second parties' lot in said Boro. of Cambridge Springs. By said School District of the Boro. of Cambridge Springs aforesaid, to be the sum of Five Hundred Dollars ($500.), payable to R. J. Wheelock and Anna C. Wheelock. We find no liens affecting said Right of Way.

We attach hereto a plot of the lands above described and make the same a part hereof.

All of which is respectfully submitted

John A. Northam
W. A. Doane } Viewers
J. W. Nelson

(See Report filed July 2, 1923)

See copy of Plat accompanying report on next page.

July 23, 1923. Appeal by James Sherman from Report of Viewers filed and entered to No. 93 Sept. Term, 1923.

TERM, 1923

No. 60 May Term, 1923, continued

BORO OF CAMBRIDGE SPRINGS
PLAT SHOWING GROUND
PROPOSED TO BE ACQUIRED
BY THE SCHOOL BOARD.
PARCELS 1-2-3-4-5 and 6
Scale 50' = 1" Feb 6-1923
W.A. Doane & Son
Civil Engineers
Meadville

Mag. N

MOHAWK MILK CO.

30' Soft Maple.

FRENCH CREEK

316' ±

Main Sanitary Sewer.

40'

MOHAWK MILK CO
1⅓ Ac. (to creek)
Vacant.
6.

449'

N. 16°45' E → 380 ±

Fence

SCHOOL GROUND

Hyd.

Boiler House.

Proposed Addition.

Ash Stump

86

R.J. WHEELOCK
Lib. 303
1⅓ Ac. ±
6.

H.W. CANFIELD

193

200'

Fence.

HOOD

TURNER BROS.
212' ±

TURNER BROS.
200'

71'

36' 8"

JAS. SHERMAN.
121'

34' 4"

JNO. GREY.

48.5

52.5

120'

74° 30'

63'

Iron Post.

103

101

RAILROAD AVENUE

VENANGO AVE.

Leland J. Culbertson	Petition of the School District of Randolph Township For Appointment of viewers etc.	Record continued from page 157 at No 77 May Term 1923

mentioned in said Petition, the viewers adjourned the meeting to meet in Court Room No 2, in the Court House in Meadville, said County, on Tuesday, June 26, 1923, at 10 o'clock A. M., for the hearing of testimony to be produced by the parties in interest.

On Tuesday, June 26, 1923 at 10 o'clock A. M., the said viewers met in said Court Room No 2. At which time and place Leland J. Culbertson Esq., attorney for the School District of Randolph Township, and H. W. Drury, member of the School Board of said School District, appeared on behalf of said School District, and J. D. Roberts Esq., and Albert L. Thomas Esq., attorneys for Emmett Burchard and Emmett Burchard appeared on behalf of said Emmett Burchard. Testimony of fourteen witnesses on behalf of said Emmett Burchard, and fourteen witnesses on behalf of said School District, was heard by the viewers with reference to the value of the property taken, and damages sustained by reason of taking same. At the conclusion of the hearing of testimony, the viewers heard the arguments of Albert L. Thomas Esq. and J. D. Roberts Esq., on behalf of the said Emmett Burchard, and Leland J. Culbertson Esq., on behalf of said School District.

The viewers ascertained the liens against the real estate described in said Petition and taken by said School District, as shown by Certificates from the Prothonotary and Recorder of Deeds of said County of Crawford, and the Clerk of the United States District Court, hereto attached. A plot showing the land taken by said School District is also hereto attached.

Findings of Fact.

That the proceedings in this case are by virtue of authority contained in the Act of Assembly of May 18, 1911, P. L. page 309, Chapter VI.

That said Claimants name is Emmett Burchard, and not "Emmett Birchard" as alleged in said Petition.

That the real estate taken by these proceedings is five acres of farm land, with no improvements thereon, from a farm of about 120 acres situate on the Gilbert Road, in Randolph Township, Crawford County, Pennsylvania owned by the said Emmett Burchard.

That the said Emmett Burchard suffered damages

no benefits accruing, by the taking of said real estate.

Conclusions of Law.

That the said Emmett Burchard, having suffered damages by the taking of said real estate, is entitled to and awarded of the difference between the market value of his entire farm before the taking and afterwards, as affected by it.

The general rule in estimating the damage resulting from the appropriation of part of a tract of land is to make a fair and just comparison of the market value of the whole tract, before the taking and afterwards as affected by it. The difference is the measure of damages. Gas Light Co. vs. R.R. Co., 167 Penna. State, Page 6.

From the examination of the real estate taken by said School District of Randolph Township and after hearing all parties in interest desiring to be heard, and taking into consideration the quality, location and improvements upon the land so taken for school purposes, and taking into consideration the damage sustained and the benefits accruing, the viewers have estimated and determined the amount of damages that has been sustained by the said Emmett Burchard by reason of the taking of said real estate by the School District of Randolph Township, and find and report as follows:-

As to all that certain piece or parcel of land, now owned by Emmett Burchard, situate in the Township of Randolph County of Crawford, and State of Pennsylvania, bounded and described as follows:

Beginning at a post or pole about forty (40) yards from the east line of the house of said Emmett Burchard, said post being located on the south side of a public highway leading east from Guys Mills to Gilberts Corners; thence along south side of said road a distance of twenty-five rods to a point in south side of said road; thence southwardly at right angles to said road, thirty-two (32) rods to a point; thence westward in a line parallel with the aforesaid highway, twenty-five (25) rods, more or less; thence northerly at right angles a distance of thirty-two (32) rods to the aforesaid pole or place of beginning, containing (5) five acres, more or less (more fully shown by plot hereto attached), we find the amount of damages that have been sustained by the said Emmett Burchard, owner of said real estate, by reason of the taking of same by said School District of Randolph Township aforesaid, to be the sum of One Thousand One Hundred Dollars ($1100), payable as provided by Act of Assembly of April 14, 1915, P.L. 122, and its Supplement.

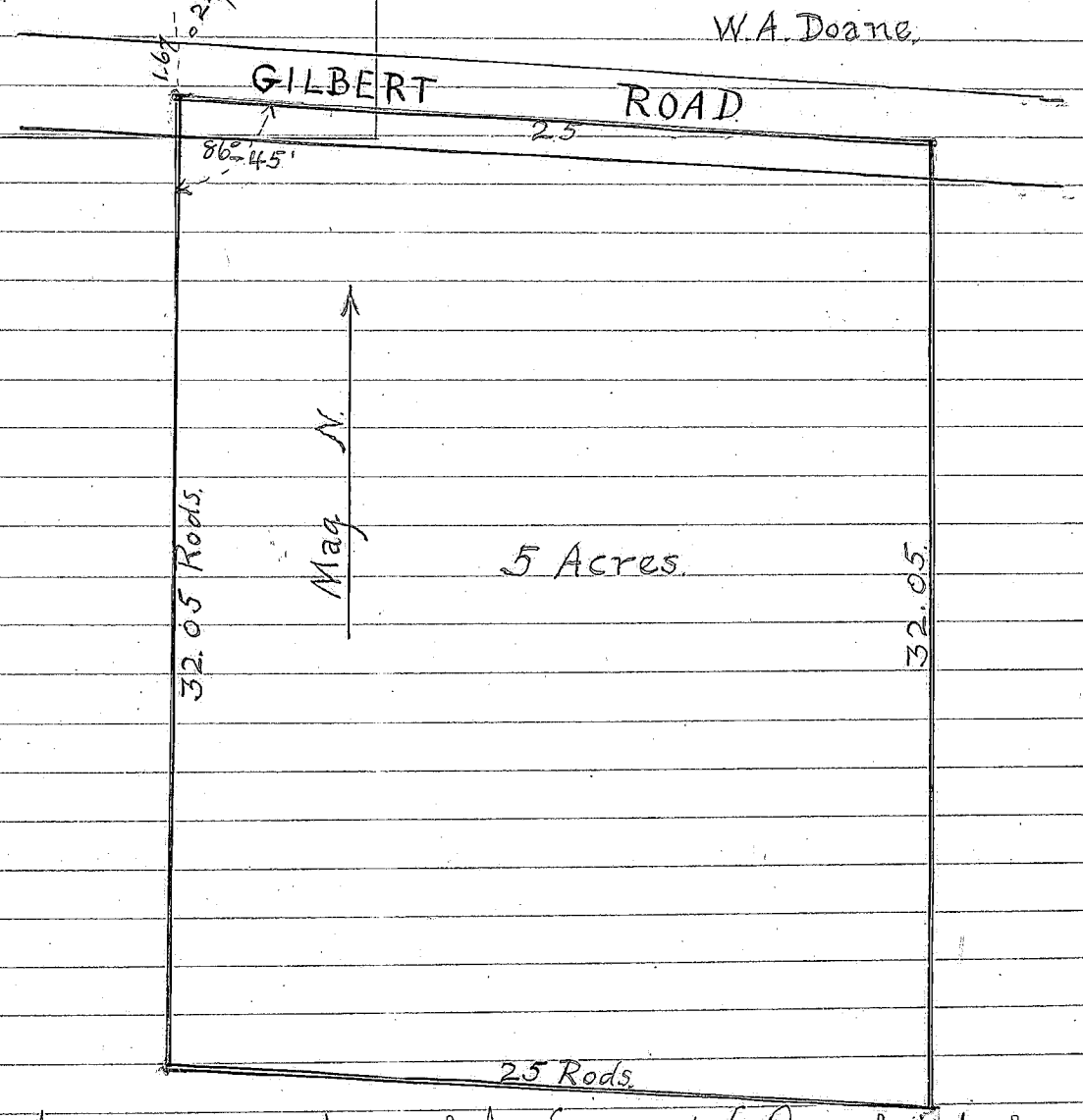
Against which real estate of said Emmett Burchard, we find as liens the following:- Judgment: In the Court of Common Pleas of Crawford County, Pa., No. 137 May Term, 1918, payable to David McGuire $100 and Pearl Mondreau, $6.75, debt $112.09, costs $4.50, interest from April 2, 1918, judgment entered May 23, 1918, docket entry:- "Apr. 7/21, Rec'd satisfaction in full of D.J.

McGuire's share of this judgment, L. J. Culbertson, Atty. for McGuire"; Judgment: In said Court of Common Pleas, No. 230 November Term, 1922, payable to James Coy, debt $500, costs $1.60, interest from January 5, 1923, entered January 5, 1923; Judgment: In said Court of Common Pleas No. 296 November Term, 1922, payable to James Coy, debt $600, costs $1.50, interest from January 27, 1923, entered Jan. 27, 1923. No other liens.

All of which is respectfully submitted

John A. Northam
Ebbygus Greene
T. L. Gordon
} Viewers

PLAT OF LAND IN RANDOLPH TOWNSHIP
TO BE TAKEN BY THE SCHOOL BOARD.
Surveyed May 18, 1923
Scale 5 Rods = 1 in.
W. A. Doane.



Aug. 21, 1923. Appeal by Emmet E Burchard from the findings and report of Viewers in this case filed and entered to No. 123 Sept. Term, 1923.

Aug. 21, 1923. Bill of costs of E. E. Burchard-$53.96-filed.