CRAWFORD COUNTY

APPEARANCE DOCKET

BOOK 213

1925

PIRRELLO ENTEPRISES INC.
Scanned August 2020

Thomas & Thomas

Curtis L. Webb
Franklin B. Horbach

ec 24 1925 Rec'd of
ff by atty Foor
ollars Jury fee
V. L. Greeley Pro

Jan 26 1926
Rec'd of Thomas &
Thomas Attys Twenty
ree and 15/100 Dollars
ff & Prothy costs
V. L. Greeley Pro

n. 26. 1926
ceived from Pro Greely
40 my costs
H. B. Cutshall Sheriff

Andrews Land Company, a Corporation, A. G. Stone and W. G. Carter

vs.

George Bennett

Issued Nov. 11, 1924

Tax & writ (paid)	$ 2.00
Shff. Cutshall	8.40
Pro. Greeley for Co.	8.75
Jury fee	4.00
Atty	3.00
Pffs bill of costs	10.75
Pro. G. since	5.75
Say	25

Summons in Assumpsit, Returnable to the First Monday of December next.

Writ returned: Served the within summons on the within named George Bennett, on Nov. 22, 1924, by handing to him a true and attested copy of the summons and making known to him the contents thereof.

So answers H. B. Cutshall, Sheriff.

Nov. 25, 1924. Curtis L. Webb and Franklin B. Horbach appear for deft. (See paper filed)

April 10, 1925, Statement of claim filed.

April 16, 1925. Affidavit of defense filed.

On Trial List for 1st Mon. of Oct. 1925, No. 2.

Oct. 5, 1925. Supplemental affidavit of defense filed by leave of Court.

Same day, Plaintiffs reply to amendment to affidavit of defense filed in open Court.

And now, October 5, 1925 Jury selected and sworn as follows: 1- Fred. Bean, 2- Peter A. Peterson, 3- George Garwood, 4- R. S. Innes, 5- James McCartney, 6- Delroy Mathews, 7- Thomas Livingston, 8- Irvin Peterson, 9- Samuel Zwick, 10- Geo. W. Phillips, 11- Henry Olsen, 12- James E. Ryan - twelve good and lawful men, who upon their solemn oaths which they have taken, say Oct. 6, 1925, they find for the plaintiff in the sum of Two hundred and twenty-five Dollars. Se p. 204

Oct. 5, 1925, Pffs. and defts points filed.

And now, Oct. 8, 1925 Rule to show cause granted why judgment should not be entered for deft. non obstante veredicto and the Stenographer is directed to transcribe the charge of the Court and the testimony and file the same as part of the record in this case. Per Curiam. (See paper filed)

Oct. 8, 1925, Motion on part of deft. for a new trial filed, and Rule to show cause granted. Per Curiam (See paper filed)

On Argt. List for Nov. Tr. 1925, No. 2.

Now, Nov. 25, 1925, After argument, rule discharged, and judgment directed according to verdict upon payment of jury-fee. Per Curiam.

Dec 24 1925- Pffs bill of costs filed,

And now Dec 24 1925- the Jury fee having been paid by plaintiff I hereby enter judgment on the verdict in favor of Plaintiff and against the Defendant in the sum of Two hundred twenty five dollars and costs of suit with interest from Oct 6 1925-

Debt 225.00

Se-p-204- V. L. Greeley Prothy.

Jany 26. 1926. this judgment is hereby ordered satisfied in full, debt, interest & costs

Thomas & Thomas
attys for Pffs

FEBRUARY TERM, 1925

T. E. Henretta

2

March 5, 1925, Recd from T. E. Henretta, atty #6.50, being Sheff. and Gres. Costs
W. L. Greeley, Pro.

and now March 12-1925 Recd of Pro Greeley Three Dollars my Costs.
H. B. Cutshall
O.S.P. Sheriff

Lydia L Tucker, Petitioner
vs
Mrs. L. V. Graham
D. Roy Graham &
Charles Graham,
Respondents
Entered Nov. 10, 1924

Pro. Greeley (Fd Nov 14th)	3.00
Sheff. Cutshall	3.00
Pro. G. for Co.	3.50

Nov. 10, 1924 Petition to perfect tax title to real estate presented in open Court and filed The land being situated on the east side of South Main Street & west of the old Canal, in West Mead Tp. south of the City of Meadville.

Now, November 10, 1924, Rule granted upon L. V. Graham, D. Roy Graham, and Charles Graham, and upon all other persons not named in the petition, who have or claim to have any right, title or interest in, or claim against the said land, to appear within sixty days from the service of rule, and show cause why the title of the petitioner to said land should not be adjudicated and decreed valid and indefeasible as against all rights or claims whatsoever, Returnable to February Term, 1925 To be advertised in the Meadville Tribune-Republican Per Curiam (See petition filed)

Nov. 10, 1924 Four certified copies of petition and rule issued.

Dec. 10, 1924 Proof of publication of notice filed.

Rule returned. Served the within petition and rule to show cause on D. Roy Graham on Nov. 19, 1924 by registered letter. Receipt of same is hereto attached. Nihil habet as to Charles Graham and Mrs. L. V. Graham. No answer or receipt of Registered Letter. So answers H. B. Cutshall, Sheriff.

Decree: Now, February 16, 1925, Rule made absolute, upon L. V. Graham, D. Roy Graham and Charles Graham, and upon all other persons not named in the petition, who have or claim to have any right, title or interest in, or claim against the said land, that they shall be totally barred, and any deficiency or defects whatsoever in the procedure whereby the land was acquired at tax sale, up to and including the actual sale and delivery of the deed, shall not thereafter be asserted, and the title of the petitioner shall be adjudicated and decreed valid and indefeasible, as against all such persons. (See paper filed)

Per Curiam.

G. Upp. 136, 142, 170. Judgment
W. L. Greeley, Pro.

John A. Bolard
3

Petition of W.A. Baird for Satisfaction of a Mortgage executed by F.A. Drake in favor of Chester West, recorded in Mortgage Book K page 457.
Entered Nov. 10, 1924
$
Geo Greeley 5.00
Sheriff Smithall-paid- 5.75

Order of Court

Now, November 10, 1924, Upon presentation of the within petition and after due consideration, the prayer of petitioner is granted, returnable to the second Monday of February, 1925, and the Sheriff of this County is hereby ordered and directed to serve legal notice of the above petition and order and to make return thereof before the second Monday of February next. Per Curiam.

Nov. 10, 1924, Order issued to Sheriff.

Feb. 9, 1925, Sheriffs return, with proof of publication attached, filed.

Decree: Now, February 9, 1925, the above petition having been presented in open Court, and it appearing of record that legal notice in this matter has been given by the Sheriff according to law and the order of this Court, and further that no person has appeared in this matter and objected to the satisfaction of said mortgage, and further the Court being satisfied of the truth of the facts alleged in said petition, does now decree and direct that satisfaction of the mortgage given by F.A. Drake in favor of Chester West, on the 9th day of May, 1863, and which mortgage is recorded in Crawford County Mortgage Book K at Page 457, shall be entered on the records of said mortgage by the Recorder of Deeds of said County, upon the payment of costs in this proceeding, and that thereupon the said mortgage shall be forever fully discharged and released. Per Curiam. (See paper filed)

Feb. 9, 1925. Certified copy of decree issued.

FEBRUARY TERM, 1925

Leland J. Culbertson

4

Petition of Flora E Skelton for Satisfaction of a Mortgage executed by Abraham Blystone to Lyrus Kitchen Guardian, recorded in Mortgage Book T. page 622.
Entered Nov. 10, 1924

	#
Pro. Greeley	5.00
Shff. Critchfield	5.75

Order of Court.

And now, November 10, 1924, upon consideration of the foregoing petition, it is ordered that the Sheriff serve a notice upon John D. Gage or upon his legal representatives and upon the known holder or holders of the mortgage described in the said petition, if they or any of them can be found in the same county and have known residence, and if such parties are unknown and cannot be found, that he shall give public notice by advertisement of the facts set forth in the within petition once a week for four successive weeks after the presentation of this petition, in the Cambridge Springs Enterprise, published in the County of Crawford, commanding the said party to appear before the Court on the Second Monday of February, 1925 at 10 o'clock A.M. to show cause why the prayer of said petition should not be granted, and satisfaction of the said mortgage should not be entered on the record thereof as within prayed. Per Curiam.

Nov. 10, 1924. Order issued to Sheriff.

Feb. 9, 1925. Sheriffs return and proof of publication filed.

Decree: And now, February 9, 1925 the Sheriff of Crawford County having returned that he was unable to find the said Lyrus Kitchen, Guardian, John D. Gage, assignee, or their legal representatives, or the holder or holders of the within mentioned mortgage in his bailiwick, and in obedience to the said order directed to the said Sheriff, a notice of the facts set forth in the foregoing petition was advertised once a week four four successive weeks after the presentation of the said petition in the Cambridge Springs Enterprise-News, a newspaper published in the County of Crawford, as appeared by a schedule of said advertisements and affidavits annexed to the return of the said Sheriff. And no person appearing to answer the said petition, and the Court being satisfied of the truth of the allegations of the said petition, it is on motion of Leland J. Culbertson, Attorney for the petitioner, ordered and decreed that the prayer of the said petition be granted, and that satisfaction shall be entered by the Recorder of Deeds of the said county upon the record of the mortgage given by Abraham Blystone to Lyrus Kitchen, Guardian, dated July 1, 1874, and recorded in the office of the Recorder of Deeds of said county, in Mortgage Book T, page 622, on land situate in the Borough of Cambridge Springs, Penn'a, upon payment of the costs due relative to the entry of said satisfaction of said mortgage or any proceedings thereon, and upon presentation of a certified copy of the petition and decree in said case to be filed by the said Recorder of Deeds

—Cont'd on margin—

which said satisfaction so entered, and filing of said record shall forever thereafter defeat, release and discharge said mortgage, and shall likewise bar all actions brought, or to be brought thereon, as fully and effectually to all intents and purposes as if the satisfaction had been entered by the legal holder or holders of the said mortgage.

Per Curiam

(See petition)

Feb. 9, 1925, certified copy of decree issued.

E. W. McArthur

5

Mary McQuiston,
Executrix of James
McQuiston, deceased,
vs.
Arthur Greer,
Lunia Greer,
and Alfred Anderson,
terre tenant.
Issued Nov. 13, 1924.

	#
Tax & writ (Atty pd)	2.25
Rec. Hood	.50
Shff. Gutshall	9.20
Shff. Gutshall-alias	3.30
Pro. Greeley	3.50
Atty	3.00

Sci. Fa. sur Mortgage recorded in Mortgage Book No. 89, page 417
Returnable to next Term.
Nov. 13, 1924, Affidavit as to ownership of land filed.
Writ returned: Served the within writ on Alfred Anderson, terre tenant, on Nov. 20, 1924, by handing to him a true and attested copy of the writ, and making known to him the contents thereof. Nihil habet as to Arthur Greer and Lunia Greer.
So answers H. B. Gutshall, Sheriff.
Feb. 10, 1925. Alias Sci. Fa. sur Mortgage issued, returnable to 1st Monday of March next.
Alias writ returned: March 2, 1925, Nihil habet as to Arthur Greer and Lunia Greer.
So answers H. B. Gutshall, Sheriff.
And now, March 5, 1925 - comes the plaintiff by her attorney, E. W. McArthur, and enters judgment against the defendants, Arthur Greer, Lunia Greer, and Alfred Anderson, terre tenant, and in favor of the plaintiff, Mary McQuiston, Executrix, for want of an affidavit of defense; and same liquidated at the sum of Two thousand eight hundred forty-seven and 50/100 Dollars.
(See Rule Dec. 12, page 604)
Debt $2847.50
Int. from March 5, 1925
Judgment
D. L. Greeley, Prothy.
G. pp. 130-130. A. p. 114.
Lev. Fac. to No. 17 May Term, 1925.

FEBRUARY TERM, 1925

6

A J Penfield
vs
L L Alexander
Entered Nov. 14, 1924

	#
Pro. Greeley (paid)	2.25
Clff on Orig'l	3.50

O & No. 53 February Term, 1920
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 upon 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, with interest from Dec. 20, 1924, and costs.

Debt $200.00
Int. from Dec. 20, 1924
Judgment
A. 4.25
V.L. Greeley, Pro.

Sept 4 1929 Rec'd Satisfaction in full debt interest and costs on the above judgment
A J Penfield

FEBRUARY TERM, 1925

Albert L Thomas Fred C Kiebort 7	Helen G. Kightlinger vs. Edward C. Kightlinger Issued Nov. 19, 1924 Tax twrit (atty pd) # 2.00 Sheff Cutshall-pd- 2.40 Pro 11-19-24 pd .50	Subpoena in Divorce And now, Nov. 17, 1924, Subpoena awarded, Returnable to first Monday of January, 1925. (Signed) Thos. J. Brather, P.J. And now, November 19, 1924.- Subpoena returned by order of plaintiffs attorneys. So answers A.B. Cutshall, Sheriff

Now Nov. 19, 1924, This case is hereby discontinued.
Albert L Thomas
Fred C. Kiebort Attys for Libellant

FEBRUARY TERM, 1925

Donald G. Thompson
8

Glennie Snodgrass
vs
Olive E. Limbert, Landlord, Mrs. Frank Walster Agent, and John A. Hanka, Constable.
Issued Nov. 19, 1924.

Jay & Writ (Plffs pd) $ 3.00
Sheriff Gutshall paid 6.20
Proof 2-5-25 pd .50

Replevin for the following goods and Chattels, to wit: 1 coal stove, 1 dish cupboard, 1 china cupboard, 1 writing desk, 1 wash stand, 1 Ex. table, 1 stand 2 rugs, 9 by 12; 1 Ex. table, 1 sewing machine, 1 clock, 1 kitchen table, 1 rug 8 by 10, 1 Victor machine, 1 sideboard, 1 piano, 1 couch, 12 chairs, 2 iron beds, 2 dressers, dishes, bedding, and all other personal property, as distrained by the said John A. Hanka, Constable, on Nov. 15, 1924, upon a Landlords Warrant issued by the said Olive E. Limbert, per Mrs. Frank Walster; Total value of property replevied being Two hundred fifty Dollars; Returnable to first Monday of December next.

Nov. 19, 1924. Affidavit as to value of property filed.

Nov. 19, 1924. Bond of Plffs with Edward F. Snodgrass as surety, in the penal sum of $500.00 approved and filed.

Writ rtd: Served the within replevin on the within named defendants, Olive E. Limbert, Mrs. Frank Walster and John A. Hanka, on Nov. 20, 1924, by handing to each of them a true and attested copy of the within replevin, and making contents of same known to them. On Nov. 24, 1924, delivered to plaintiff within named goods So answers. H.B. Gutshall, Sheriff.

Feby 5 1925 Declaration in Replevin filed by Donald G. Thompson Esq atty for plffs. (See papers files.)

FEBRUARY TERM, 1925

W. J. Sirdevan 9	Titusville Building and Loan Association of Titusville, Pa., vs. John H. Antill Issued Nov. 20, 1924 Tax & writ (Atty pd) $ 2.25 Rec. Hood .50 Shff Gutshall 10.40 Pro. Greeley 2.50 Atty 3.00	Scire Facias sur Mortgage recorded in Mortgage Book No. 125 Page 546; Returnable to first Monday of Dec. next. Nov. 20, 1924 Affidavit as to ownership of land filed. Writ returned: Served the within writ on the within named John H. Antill, on Nov. 21, 1924, by handing to him a true and attested copy of the writ, and making known to him the contents thereof. So answers A. B. Gutshall, Shff And now, Dec. 12, 1924, Upon praecipe of plaintiffs attorney, judgment is entered against the defendant, for want of an appearance. And same day judgment liquidated at the sum of Nineteen hundred twelve and 57/100 Dollars, with costs. (See paper filed) Debt $1912.57 Int. from Dec. 11, 1924. A. page 97. Judgment. W. B. Greeley, Prothy Lev. Fac. to No. 26 Feb. Term, 1924

FEBRUARY TERM, 1925

Wm. B. Griffen 10	M. W. Baker vs. R. A. Henderson, Deft, Josephine Henderson, Admx. of the estate of Friend R. Henderson, deceased, Garnishee. Issued Nov. 24, 1924. Jay & writ (pd by Atty) $ 2.50 Shff Cutshall 11.30	Of No. 98, November Term, 1924 Attachment Execution, Returnable to next term. To attach all debts and dividends due to the defendant by Josephine Henderson, Admx of the estate of Friend R. Henderson, decd, and all other debts, deposits, goods and chattels in her hands or possession and due said defendant, and summon her as garnishee. Writ retd: Served the within writ on the within named R. A. Henderson deft on Dec. 4, 1924, and on Josephine Henderson, Admx of the estate of Friend R Henderson, deceased as garnishee on Nov. 24, 1924, by handing to each of them a true and attested copy of the writ, and making known to each of them the contents thereof. So answers H. B. Cutshall, Shff

John A. Northam

11

Petition of F. E. Briggs for appointment of a Guardian of Zeph Briggs, aged 54 years a resident of Richmond Township, as insane and mentally defective.
Entered Nov. 24, 1924

Bro. Greeley (Judy & Gar 1-5-1925) $5.00
Notary fee at Warren Pa. Com 1.00

Nov. 24, 1924. Petition presented in open Court and filed. Br. p. 175.

Order: And now, November 24, 1924, upon presentation of the foregoing petition in open Court, and upon due consideration of same, it is hereby ordered and decreed that a hearing be had thereon before the Court on Dec. 8, 1924, at 10 o'clock A. M., and that ten days written notice of the filing of this petition be given to the said Kenneth Briggs Karl Briggs and Mrs. Charles Hale.
Per Curiam

Dec. 8, 1924. Proof of service of notice on respondent; acceptance of notice of hearing by next of kin, and affidavit as to inability of respondent to appear in Court, filed.

Decree: And now, December 8, 1924. It appearing to the Court, that written notice of the time and place of hearing in this matter was duly served upon the said Zeph Briggs, and upon Kenneth Briggs, Karl Briggs, and Mrs. Charles Hale, and that the said Zeph Briggs cannot be brought into Court, with safety to himself, to attend same; After hearing had in open Court, the said Zeph Briggs is hereby adjudged an insane person and so mentally defective as to be unable to care for his property and estate; and F. E. Briggs is hereby appointed guardian as prayed for. Bond required in the sum of $1600.00, to be approved by the Court. Per Curiam (See paper filed)

Dec. 8, 1924. Bond of F. E. Briggs, guardian, with O. N. Roudebush and N. R. Conover as sureties, in the sum of $1000, approved by the Court and filed.

Dec. 11, 1924. Inventory and appraisement of the personal property of Zeph Briggs, amounting to $840.00 filed.

FEBRUARY TERM, 1925

Arthur L Bates
12
Thomas + Thomas
12/6/24 U.S.S.

May 22, 1926, Recd from Plffs. Atty $30.25, being Costs in this case since Taxwrit fee.
V.L. Greeley, Pro.

May 22, 1924, Recd of V.L. Greeley, Oro, $3.00 docket fee
Thomas + Thomas
Attys

Gaetano Cavuoto and Pasqualina Cavuoto, his wife,
vs
Thomas Aiola
Guardian ad litem
of John Aiola
Dated Nov 24, 1924

	#
Tax writ (Atty pd)	2.00
Pro. Greeley for County,	6.50
Jury-fee	4.00
Atty	3.00
Pro. Greeley since	12.75
Jury-fee 2d District	4.00

Summons in Trespass, Returnable to First Monday of January, 1925.
Plaintiff demands a jury-trial.
And now, to wit, Nov. 24, 1924, On petition ~~motion~~ in open Court, Thomas Aiola is appointed Guardian ad litem of John Aiola. (See paper filed) Per Curiam.
And now, to wit November 25, 1924, Messrs. Thomas & Thomas appear for defendants and accept service of the writ in this case, with the same force and effect as if the same had been duly served by the Sheriff on said defts, and due return thereof made by the Sheriff. They also accept service of Statement of plaintiffs claim. (See writ)
Nov. 26, 1924 Plaintiffs statement of claim filed.
And now, to wit, February 23, 1925, On motion in open Court, leave granted to amend the name of the plaintiff in this case so that Pasqualina Cavuoto shall be a co-plaintiff with her husband in this case. Per Curiam. (See paper filed)
On Trial List for 1st Monday of March, 1925, No. 6.
And now, March 4, 1925, Jury selected and sworn as follows: 1- Carrie McKinney, 2- John Stinnock, 3- David Gill, 4- J.B. Harter, 5- George Waite, 6- Mrs. Nannie Liggett, 7- Helen N. Pritchlow, 8- F. A. Smith, 9- Samuel Rohleder, 10- J.I. Higby, 11- W.B. Gilson, William Yunker: twelve good and lawful persons, who upon their solemn oaths which they have taken, say, March 5, 1925, they find for the defendant. 6 pages 285-285.
March 4, 1925 Plaintiffs and defendants points filed.
March 7, 1925, Motion by plaintiffs for a new trial filed, and rule to show cause granted why a new trial should not be allowed, leave granted to file additional reasons within ten days. It is also ordered that the Stenographers notes of testimony be transcribed, including the charge of the court, and filed. Per Curiam. (See paper filed)
On Argument List for May Term, 1925 No. 2. May 26, 1925 Argued C.A.V.
Aug 21, 1925 Testimony taken by Stenographer at trial, filed.
Aug 24, 1925 Rule for new trial made absolute. Per Curiam (See opinion filed)
Nov. 3, 1925 Praecipe to place this case at head of next unpublished list filed.
December 21, 1925 motion for Amendment of Plaintiffs Statement of claim filed. And now to wit: Dec 21, 1925 in consideration of within motion, the proposed amendment is allowed.
Thomas J Pratt Jr.
On Trial List for 1st Monday of Jan. 1926 No. 1.
Jan. 4, 1926. Jury called and sworn and trial commenced. Jan. 5, 1926, 11:20 AM Jan. 5, 1926. Amended statement of claim filed. Jury retired. Jan. 6, 1926. Jury report inability to agree and are discharged by the Court. Jan. 6, 1926 Plffs. and Defts points filed.
On Trial List 1st Monday Mar. 1926 at No 15.

Continued on page 394

Albert L. Thomas

13

July 16 1925 Rec'd nine dollars costs and adv acct
V. L. Greeley Prop

Petition of Mrs. Margaret Sullivan for appointment of a Guardian for her mother Gertrude Ellen Beckman, aged 75 years, a resident of the City of Meadville as a person of feeble mind
Entered Nov. 24, 1924

Pro. Greeley (pd 7 Feb 25)	#5.00
Pro. Greeley	1.50
Pro & order	4.50
adv acct	3.00

Nov. 24, 1924. Petition presented in open Court and filed. Be page 96.

Order: And now, November 24, 1924, upon presentation of the above and foregoing petition, Monday, December 8, 1924, at 10 o'clock A.M., at the Court-House in the City of Meadville Pa., is the time and place fixed for the hearing of said petition. Ten days written notice to be given to Gertrude Ellen Beckman and the other members of her family resident within the State, and notice to be mailed to members resident without the State. Per Curiam.

Decree: Now, December 8, 1924, this case came on for hearing, and after the taking of testimony and due consideration thereof, and it appearing that due notice of this hearing was served upon the parties interested, the Court, orders, adjudges and decrees the said Gertrude Ellen Beckman to be a person of weak mind, and appoints the Crawford County Trust Company of Meadville, Pa, as Guardian of her person and estate. Per Curiam.
(See petition)

Dec. 26, 1924. Proof of service of notice of hearing upon the respondent, and rest of file filed.

Jan. 5, 1925. Petition of Guardian for an allowance for ward filed.

And now, January 5, 1925, upon presentation of the foregoing petition the Crawford County Trust Company, Guardian aforesaid is authorized to pay out of the moneys received by it as such Guardian, unto Margaret Sullivan for the nursing, care and support of the said Gertrude Ellen Beckman, the sum of #70.00 per month; and a rule is hereby entered upon Anna Cole, to show cause why this order should not be permanent, said rule to be returnable to the first Monday of February, 1925.
Per Curiam.

Jan. 20, 1925. Proof of service of rule for allowance on Anna Cole filed.

Supplemental Order: And now, Feb. 2, 1925, upon agreement of Counsel for Guardian and Counsel for Anna Cole, the above order is reduced to #57.50 per month, for the care and support of Gertrude Ellen Beckman, and the Guardian is authorized to pay out that amount from the money received by it, unto Margaret Sullivan. (Signed) Thos. J. Brather, P.J.

July 16 1925 Final account of Guardian filed showing balance due Estate 50.39 and Notice issued to Tribune Republican that account would be finally confirmed on First Monday of August if no exceptions are filed.

FEBRUARY TERM, 1925

Arthur L. Bates
14

Leora Swoope
vs.
Frank Swoope
Issued Nov. 24, 1924

Tax twrt (Atty pd) 2.00
Shff. Cutshall 1.85
Shff Cutshall-alias 1.85
Shff Cutshall-proc. 6.25

Subpoena in Divorce.

And now, Nov. 24, 1924 Subpoena awarded, Returnable to next term.
(Signed) Thos. J. Strother, P. J.

Subpoena retd Feb. 9, 1925.- The within named Frank Swoope not found in my bailiwick. So answers H.B. Cutshall Shff.

Feb. 10, 1925. Alias Subpoena in Divorce issued, returnable to first Monday of April next.

Al. Sub. retd: April 6, 1925 the within named Frank Swoope not found in my bailiwick. So answers H.B. Cutshall, Shff.

April 9, 1925. Order issued for Sheriffs proclamation, returnable to next term.

And now, May 11, 1925 I have made proclamation in the above entitled case according to law, and caused the same to be published in the Connecaut Lake Breeze, 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.

March 3, 1926
Received $9.25 my costs
from Arthur L. Bates atty
H.B. Cutshall Sheriff

W. J. Sirdevan
1.5.

Myrtle May Brunner
vs.
Harry Brunner
Issued Nov. 24, 1924

Tax & writ Pd by Atty		2.00
Shff Leutshall		1.85
Shff Leutshall-alias		1.85
Shff Leutshall-proc		6.25
A.R. Thompson, Master	Pd	25.00
Pro Greeley 5-16-25	paid	9.75
atty		3.00

Subpoena in Divorce.

And now, November 24, 1924, Subpoena awarded, Returnable first Monday of January, 1925.

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

Subpoena rcvd Jan. 5, 1925. The within named Harry Brunner not found in my bailiwick. So answers,

H. B. Leutshall, Shff

Jan. 5, 1925, Alias subpoena in divorce issued, returnable to next term.

Alias subpoena rcvd Feb. 9, 1925: The within named Harry Brunner not found in my bailiwick

So answers H. B. Leutshall Shff.

Feb. 9, 1925, Order issued to Sheriff to make proclamation; returnable to first Monday of April next.

And now, April 6, 1925. Made proclamation in the above entitled case according to law, and caused the same to be published in the Lochranton 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. Leutshall, Sheriff.

And now, April 6, 1925, A.R. Thompson, Esq., is appointed Master in this case (Com. issued) By Hon. Thos. J. Brather, P.J.

May 15, 1925, Testimony and report of Master filed.

On Arg. List for May Term, 1925, No. 19.

July 11, 1925, It failing to appear by the testimony taken, that libellant was a citizen of and resident of Crawford County at the time of the filing of her libel, said libel will be marked dismissed, unless she move for a re-hearing within fifteen (15) days from this date. Per Curiam.

Our motion of libellant for a re-hearing, etc.

And now, July 21, 1925, the within motion is allowed, and the case is hereby referred back to the Master for additional testimony.

(See paper filed) Per Curiam.

May 19, 1925
Received from Pro. Greeley
9.75 my costs
H. B. Leutshall Shff

FEBRUARY TERM, 1925

Albert L. Thomas
Ped to Kibort

16

Nov 20 1929 Recd of D. H. Weber Guardian Fifteen Dollars as Costs on pect
V. E. Greeley Pro

Feb 13 1931 Recd of E. F. Weber Eighty and 50/100 Dollars as costs Miss Peters 67.25 and 13.25 for Pro Greeley
V. E. Greeley Pro

Feb 13, 1931 Recd of Pro Greeley Sixty Seven and 25/100 Dollars my costs
Esther M. Peters

2/25/31 - Received of Pro. Greeley $4.00 for advertising.
Tribune Pub. Co.
Per K. P. Torelson

Petition of Lewis G. Schuyler for the appointment of a Guardian of Emma Harper, of Sadsbury Township, as a person of feeble mind.
Entered Nov. 26, 1924

Pro. Greeley	12-16-25 paid		$5.00
John A. Hanska on notice			4.20
Pro G. for County on att	11-27-29 Paid		18.00
Shff. Jones on Att.			16.55
Pro G on acct	pd		10.65
adv acct	pd		4.50
Stenographer Miss Peters			67.25
Pro G further	Paid 3-18-31		13.25
Pro G acct + adv	paid		7.00

Nov. 26, 1924 Petition presented in open Court and filed. 4A. page 203

Now, Nov. 26, 1924, after due consideration of the above and foregoing petition, Dec. 8, 1924, at 10 o'clock A.M. at the Court-house in the City of Meadville, Pa., is the time and place fixed for a hearing on said petition, notice to be given to members of the family resident within the State. Per Curiam.

Decree: Now, December 8, 1924, - This case came on for hearing, and after hearing of testimony, and due consideration thereof, and it appearing to the Court that due notice of this hearing was given to the parties interested, - the Court orders, adjudges and decrees the said Emma Harper to be a person of weak mind, and appoints E. F. Weber, of the City of Meadville, Pa., as Guardian of her person and estate. Bond required in the sum of Eight Thousand Dollars ($8,000.00).
(See petition)
Per Curiam.

Dec. 19, 1924. Proof of service of notice of hearing upon respondent, Emma Harper and on Mary Ann Harper on Nov. 26, 1924 filed.

Dec. 29, 1924, Bond of Edgar F. Weber, Guardian, with the American Surety Company of New York as surety, in the sum of $8000, approved by the Court and filed.

May 4, 1925. Petition of Edgar F. Weber, Guardian, for appointment of another guardian filed.

And now, May 4, 1925, upon consideration of the foregoing petition, an order is made appointing Daniel A. Weber of Meadville, Crawford County, Penna., Guardian of the aforesaid Emma Harper, he first qualifying by giving bond in the sum of Eight Thousand ($8000) Dollars, with surety to be approved by the Court. Per Curiam. (See paper filed)

June 1, 1925. Bond of Daniel A. Weber, Guardian, with United States Fidelity & Guaranty Company as surety, in the sum of $8000.00, approved by the Court and filed.

Continued on page 603

Order of Court

And now Sept 14, 1925 upon consideration of the foregoing petition and the affidavits thereunto annexed and on motion of Leland J. Culbertson, attorney for the petitioner, it appearing to the court that it will be to the ~~int~~ interest and advantage of the estate of Emma Harper, a person of weak mind that the premises described in the foregoing petition comprising one hundred seven (107) acres of land

(Record continued on page 603)

17

Petition for the appointment of an Auditor to audit the accounts of the Prothonotary, Register & Recorder and Clerk of the Courts for the fiscal year ending the first Monday of January A.D. 1925.
Entered Nov. 26, 1924

Pro. Greeley

Order of Court.

And now, to wit, November 24, 1924, upon presentation of the within petition, and on due consideration thereof, Thos. F. Shaffner, Esq., is hereby appointed Auditor as prayed for. Per Curiam.

March 30, 1925, Auditors report filed in open Court and confirmed nisi. Per Curiam.

FEBRUARY TERM, 1925

O. Blare Kent 18	Henry Lippert vs. Trace Woodring Issued Nov. 27, 1924. Jay & writ (plff. pd) $ 2.00 Shff. Kutshall 2.85	Summons in Trespass, Returnable sec. leg. first Monday of January next. Writ returned. And now, January 1, 1926, the within named Trace Woodring not found in my bailiwick. So answers H.B. Kutshall, Sheriff

Roy S. Peters Curtis L. Webb 12/6/24	H. D. Shawkey, doing business as the H.D. Shawkey Motor Company vs. H.W. Klinginsmith, Ray L. Klinginsmith and John L. Bird, doing business as the Meadville Motor Sales Company. Issued Nov. 29, 1924. Tax & writ (Atty pd) $ 2.00 Shff. Butshall 4.40	Summons in Assumpsit, Returnable to the first Monday of January 1925. Writ rcvd. Served as per acceptance of service by Attorney Curtis L. Webb. So answers H.B. Butshall, Shff.

FEBRUARY TERM, 1925

	Geo. B. Shafer and D. P. Shafer, Executors of David Shafer, decd vs Frank A. Snock Entered Nov. 29, 1924 Pro. Greeley (Dept. pd) $ 2.25	Of No. 62 & 63 February Term, 1920. 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 Ten Hundred and twenty-four Dollars, with interest from February 1, 1924, being the amount now due on the original judgment. Debt $1024.00 Int. from Feb. 1, 1924 Sm. p. 125 Judgment W. L. Greeley, Prothy
20		

Am Sci Fa no 21 Feb Term 1930

X

Charles B. Steiner
21

- Ida W. Simerson
vs.
- Nathaniel Simerson
Issued Dec. 1, 1924

	#
Tax writ (Atty pd)	2.00
Shff. Leutshall	1.85
Shff. Leutshall-alias	1.85
Shff. Leutshall-proc	6.25
Geo. Eldred, Master pd	25.00
Pro Greeley	9.75
atty	3.00

May 15 1925 Recd of Shff by atty nineteen and 70/100 Dollars Shff & Protty Costs
V. L. Greeley Pro

May 15 1925 Recd of Pro Greeley Nine & 95/100 Dollars.
My Costs
H B Leutshall
O.H.P. Sheriff

Subpoena in Divorce
And now Nov. 28, 1924, Subpoena awarded. Returnable First Monday of January next. (Signed) Thos. J. Brather, P.J.
Subpoena paid. Jan. 5, 1925, the within named Nathaniel Simerson not found in my bailiwick.
So answers, H.B. Leutshall, Sheriff.
Jan. 5, 1925. Alias subpoena in divorce issued, returnable to next term.
Alias Subpoena returned Feb. 9, 1925. The within named Nathaniel Simerson not found in my bailiwick.
So answers H.B. Leutshall, Shff.
March 2, 1925. Order issued for publication of Sheriffs proclamation, returnable to first Monday of April next.
And now, April 6, 1925, 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 the return day thereof, as per copy of said proclamation and proof of publication hereto attached.
So answers H.B. Leutshall, Sheriff.
And now, April 6, 1925, Geo. Eldred, Esq., is appointed Master in this case. By Hon. Thos. J. Brather, P.J. (See paper filed) Com issued.
May 15 1925 Testimony and Report of Master filed.
On Arg. List for May Term, 1925, No. 20.
July 11, 1925. After due consideration, a divorce is decreed as prayed and at cost of respondent. Per Curiam.
Decree: And now, to wit, July 11, A.D. 1925. 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 Ida W. Simerson be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Ida W. Simerson, the libellant and the said Nathaniel Simerson, the respondent; And that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at any time heretofore in pursuance of said marriage, shall cease and determine. And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married. Per Curiam.
(See paper filed)

FEBRUARY TERM, 1925

Otto Kohler
Mark L. Rabinovitz

22

Petition of Hartstown Fumus Company, Incorporated, for Decree of Dissolution
Entered Dec. 1, 1924.

Pro. Speeler (Fd Jan 19 '25) $5.00

And now, to wit, on the first day of December, 1924, the foregoing petition having been presented and filed in open court, upon consideration thereof and upon motion of Otto Kohler, Esq., Solicitor for petitioner, it is ordered and decreed that the said petition be heard on the 29th day of December, 1924 at 10 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 County of Crawford once a week for three weeks in each of said papers. Per Curiam.
(See petition filed)

Dec. 29, 1924. Proofs of publication of notice of hearing and vouchers of taxes paid Commonwealth, filed.

Decree: And now, to wit, December 29, 1924, the petition presented Dec. 1, 1924, having been read, and it appearing from proofs of publication duly filed that according to the order of this court heretofore made, notice of said petition and application was given by publication in two newspapers published in the County of Crawford in which the principal operations of the corporation petitioner are conducted and in which the principal office of said corporation is located, and it appearing further by vouchers of the State Treasurer, and the Secretary of the Commonwealth, duly filed, that the petitioner has paid all taxes due by it to the Commonwealth of Pennsylvania, and the court being satisfied that the prayer of said petitioner may be granted without prejudice to the public welfare or the interest of the stockholders, it is ordered, adjudged and decreed, that the said corporation, the Hartstown Fumus Company, be and the same is hereby dissolved, and that all and singular its franchises, privileges and powers be and are hereby extinguished forever; provided that this decree shall not go into effect until a certified copy thereof be filed and recorded in the office of the Secretary of the Commonwealth. (See paper filed)

Per Curiam.

23

Venire for the
First
Monday of January
1925.
Issued December 1, 1924
Prothy Greeley

Venire to draw and summon fifty-two qualified persons to be traverse jurors for the Court of Common Pleas to be held the first Monday of January, 1925.

Venire returned:

And now, Jan 5, 1925 I, N.B. Kutshall, Sheriff of Crawford County, do hereby certify and make return, that I have summoned the fifty-two persons whose names appear on the schedule hereto attached, to come and serve as traverse jurors at the Court of Common Pleas to be held at Meadville, in and for said County, on the First Monday of January, 1925,- except Miss. Jenkie Potter, Bowmeant Township,- out of the county.

So answers,

N.B. Kutshall, Sheff.

FEBRUARY TERM, 1925

Thomas & Thomas 24 24	Joseph Frank Palmer and Mary Emma Palmer his wife. vs. George Bunn Issued Dec. 2, 1924 Tax & writ (Atty pd) $ 2.00 Shff. Critchfield 10.80	Summons in Assumpsit, Returnable to first Monday of January next Dec. 2, 1924 Affidavit that Pffs claim exceeds $300.00 filed. Dec. 2, 1924 Plaintiffs statement of claim filed Writ returned: Served the within summons together with plaintiffs statement of claim on the within named George Bunn, on Dec. 3, 1924, by handing to him a true and attested copy of each, and making known to him the contents thereof. So answers, N.B. Critchfield, Shff. Dec. 17, 1924 Affidavit of defense filed, and service of copy accepted by Pffs. Attys

FEBRUARY TERM, 1925

Wesley B. Best
25

Clara Ahr
vs.
Charles Ahr
Issued Dec. 5, 1924

Tax & writ (Atty pd)	$2.00
Shff. Gutshall	1.85
Shff. Gutshall-alias	1.85
Shff. Gutshall-proc	6.25
Pro. Greeley	9.85
atty	3.00
Master Pd	25.00

Subpoena in Divorce; returnable to First Monday of January, 1925.

And now, Dec. 5, 1924 Subpoena awarded by Hon. Thos. J. Brather, P.J.

Subpoena returned Jan. 5, 1925:—

The within named Charles Ahr not found in my bailiwick.

So answers A.B. Gutshall, Shff

Jan. 12, 1925, Alias subpoena in divorce issued, returnable to first Monday of March next.

Alias Subpoena retd: March 2, 1925, The within named Charles Ahr, not found in my bailiwick.

So answers A.B. Gutshall, Shff.

March 3, 1925 Order for proclamation issued, returnable to first Monday of April next.

And now, April 6, 1925 I have made proclamation in the above entitled case according to law, and caused the same to be published in the Dockerton 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. Gutshall, Sheriff.

And now, April 7, 1925, Paul E. Thomas, Esq., is appointed Master in this case By Hon. Thos. J. Brather, P.J. (See paper filed) Com. issued.

April 25 1925 Testimony and Report of Master filed.

On Arg'r. List for May Term, 1925 No. 21.

July 11, 1925, After due consideration, a divorce is decreed as prayed and at cost of respondent. Per Curiam

Decree: And now, to-wit July 11, 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 Clara Ahr be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her the said Clara Ahr the libellant, and the said Charles Ahr the respondent.

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

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

(See paper filed)

May 11 1925 Rec'd of Pff by atty nineteen and 85/100 dollars Shff + Proctgs costs
V. L. Greeley Pro

May 11 1925
Received from Pro. Greeley 9.85 My costs
A.B. Gutshall Sheriff

FEBRUARY TERM, 1925

26

In the Matter of the Selection of Jurors for the year- A.D. 1925
Entered Dec. 6, 1924

Geo. Greeley

Order of Court.

And now, to wit, December 6, 1924, It is ordered that when the President Judge and the Jury Commissioners meet at the Court-house in the City of Meadville, for the purpose of filling the Jury-wheel for the ensuing year, they shall select from the qualified electors of said County, and put in said Jury-wheel, in the manner provided by law, the names of Five Hundred Fifty (550) sober, intelligent and judicious persons to serve as jurors in the several Courts of Crawford County, there to remain until duly drawn for service according to law.

Per Curiam.

(See paper filed)

Jan 21 1925- Names of Jurors placed in Jury Wheel for 1925-filed

27

In Memoriam

William Wallace Henderson, a member of the Bar of Crawford County.
Entered Dec. 8, 1924

And now, December 8, 1924, the Memorial prepared by the Committee of the Crawford County Bar Association was presented and read in open Court by B. B. Pickett, Esq., of said Committee, and after remarks by several members of the bar, the same was ordered filed and to be spread at length upon the record, and a copy furnished to the family of the deceased.

To the Honorable Thomas J. Prather President Judge.

The Committee appointed by the Bar Association to prepare a Memorial of our late brother William Wallace Henderson, respectfully reports:

William Wallace Henderson, the son of William Carroll Henderson and Eliza Fawcett Henderson, of Scoth-Irish descent, was born at East Springfield, Ohio April 10, 1848. His father being an active minister of the Methodist Episcopal Church, moved from place to place under the rule of said denomination, and consequently our deceased brother spent his boyhood days in various towns in Western Pennsylvania and Eastern Ohio. In 1856, his father moved to Meadville Pa, that his family of boys might have the advantages afforded by attendance at Allegheny College. There were four boys in the family, viz, Harvey Henderson, Edward A. Henderson, Hon. John J. Henderson and William Wallace Henderson, aged in the order named and now all well known to this Bar and to the community.

Our brother William attended Allegheny College for several years and later read law in the office of his older brothers, and was admitted to the Bar September 28, 1885. He practiced his profession in Meadville till May 8, 1924, on which date he was taken suddenly ill at his home on Chestnut Street and passed away within an hour.

Mr. Henderson was well known in this community and had a large acquaintance through the rural districts. In his young manhood he was not very well and doctors thought he had kidney trouble and they gave him not over two years to live. But, as brother Henderson informed the writer, being unwilling to die "by rule" and having read an article by some celebrated physician extolling the physical benefits to be derived from long walks, Mr. Henderson determined to apply the treatment to his own case, and he began to take walks. At first a mile or two was exhausting, but he

Record continued on page 601.

FEBRUARY TERM, 1925

John A. Boland 28	In re Incorporation of Meadville District Parsonage Association. Entered Dec. 9, 1924. Pro. Greeley (pd by Atty Jan 8, 1925) 3.00	Dec. 9, 1924. Certificate for incorporation filed. Jany 5, 1925. Proofs of publication of notice of application and permit as to name filed. Decree. Now, January 5, 1925, within certificate of incorporation having been on file in the office of the Prothonotary of this county since the 9th day of December, 1924, as appears from the entry thereon, and due proof of said publication having been presented to me, and it appearing by the certificate of the Secretary of the Commonwealth that said name is permissible, I hereby certify that I have perused and examined said instrument and find the same to be in proper form and within the specified purposes of corporations of the first class according to the act of April 29, 1874, and that said purposes are lawful and not injurious to the community. It is therefore, now ordered and decreed that the same be approved and that upon the recording of said charter and its endorsements and this order in the office of the Recorder of Deeds in and for this county, the subscribers thereto and their associates shall hereinafter be a corporation for the purposes and upon the terms and under the name herein stated. By the Court. (Signed) Thos. J. Grather, P.J. Jan. 8, 1925. Papers handed to Recorder.

29

G. E. Dexter
vs
J. A. Lybold
Entered Dec. 12, 1924
Pro. Greeley (Plff. pd) $ 2.25

Of No 29 February Term, 1920.
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 clauses and conditions contained in the original judgment note, for the sum of Four hundred sixty-eight and 75/100 Dollars, with interest thereon from Feb. 9, 1925, and costs
Debt $468.75
Int. from Feb. 9, 1925
L.P. 150
Judgment
V. L. Greeley, Pro.

Am Sci Fa no. 7 Feby Term 1930

FEBRUARY TERM, 1925

Charles B. Stegner 30 W. J. Sirdevan	Evelyn Revitzky, a minor, by her father and next friend, Geza Revitzky vs. John Lakoski Issued Dec. 12, 1924 Jay & work (Atty fee) $2.00 Shff. Cutshall 10.40	Summons in Trespass; Returnable to the first Monday in January, 1925. Writ returned: Served the within summons on the within named John Lokoski, on Dec. 19, 1924 by handing to him a true and attested copy of this writ, and making known to him the contents thereof. So answers, R. B. Cutshall, Sheriff. Dec 24, 1924 W. J. Sirdevan, Esq., appears for deft. (See paper filed) April 6, 1925. Statement of claim filed.

31	New First National Bank of Meadville Pa. vs. Mrs. Alice Smith otherwise known as Alice A. Smith Entered Dec 12, 1924 Pro. Greeley (Plff pd) $2.25 Plff on original 1.50	Of No. 139 November Term, 1919. Amicable Scire Facias sur Judgment. It is agreed That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said county, and duly so returned; And that a judgment be entered thereon in favor of the plaintiff and against the defendant with all the waivers and conditions contained in the original judgment note, for the sum of Three hundred sixty Dollars with interest thereon from Sept. 23, 1924. Debt $360.00 Int. from Sept 23, 1924. Judgment W. L. Greeley, Pro

Sm. page 182

Dec. 6, 1929. Amicable Scire Facias to No. 42 Feb. Term, 1930.

FEBRUARY TERM, 1925

Otto Kohler 32 Feby 24 1925 Rec'd of Otto Kohler atty Four and 50/100 Dollars Shff & Printing costs. V. L. Greeley Pro Rec'd of Pro Greeley Three 50/100 Dollars my Costs. H B Cutshall Feb 24/1924 Sheriff	The Timberland Lumber Co., Ltd., vs. International Silo Co. and Charles N. Crosby. Issued Dec. 13, 1924. Tax + writ (Atty pd) 2.00 Shff Cutshall 3.50 atty 3.00 Pro fg. 1.00	Summons in Assumpsit, Returnable to the First Monday of January next. Dec. 13, 1924. Statement of Claim filed, and copy certified to Sheriff. Writ returned: Served the within summons together with plffs. Statement of claim on the within named International Silo Company and Charles N. Crosby, by handing a true and attested copy of each to Charles N. Crosby on Dec. 15, 1924, and making known to him the contents thereof. So answers H.B. Cutshall, Shff Now Feb. 24, 1925, this case settled. Otto Kohler Atty

FEBRUARY TERM, 1925

Otto Kohler

33

April 6, 1925 Recd of Plff. per Otto Kohler, Esq. $10.00 on account of costs
V.L. Greeley, Pro

Apr. 6, 1925. Received from Pro. Greeley Two dollars to apply on docket fee.
Otto Kohler Atty

April 6-1925 Recd of Pro Greeley Three 50/100 Dollars in my costs
N.B. Critchall
O.K.P. Sheriff

A.W. McCloy Company
vs
Dr. Barrett Arch Supporter Co., a corporation
Issued Dec 13, 1924.

Tax & writ (Atty) pd	#	2.00
Shff. Critchall		3.50
Pro. Greeley		2.50
Atty		3.00

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

Dec. 13, 1924. Statement of Claim filed, and copy certified to Sheriff.

Writ returned: Served the within summons, together with plaintiffs statement of claim on the within named Dr. Barrett Arch Supporter Company, a corporation, by handing a true and attested copy of each to Wm Noble Barrett on Dec 15, 1924, and making known to him the contents thereof. So answers
N.B. Critchall, Shff.

And now January 23, 1925, Upon praecipe of plaintiffs attorney, judgment is entered in favor of plaintiff and against defendant for want of an affidavit of defense, and same liquidated at the sum of Nine hundred seventy-one and 10/100 Dollars, with interest from date and costs.
(See Rule Doc. 12, page 603)
Deft # 971.10
Int. from Jan. 23, 1925
Judgment
V.L. Greeley, Prothy.

Comp. page 153.

Thomas & Thomas	Crawford County Trust Co., which was assignee of The Commonwealth Bank	Sci. Facias sur Mortgage recorded in Mortgage Book Volume 114, page 126. Returnable to the first Monday of January next.
34	vs.	Dec. 13, 1924. Affidavit as to the owners of the mortgaged premises filed.
	W.G. Lampman, Executor of Caleb P. Harris, decd, Louise Lampman, George Harris and William b. Harris.	Writ returned: (a) Dec. 15, 1924, I hereby deputize the Sheriff of Allegheny County, Pa. to Serve the within Sci. Fa. sur Mortg. H.B. Cottshall, Shff.
	Issued Dec. 13, 1924.	(b) After making diligent search and inquiry for George Harris, within named, was unable to find him anywhere in Allegheny County, Pa. So answers R.S. Woodside, Dep. of Allegheny Co. Pa.
	#	(c) Served the within writ on the within named W.G. Lampman, Executor of Caleb P. Harris, deceased, on Jan. 1, 1925. Served the within writ on Louise Lampman on Dec. 29, 1924, and on William b. Harris on Jan. 1, 1925, by handing to each of them a true and attested copy of the writ, and making known to them the contents thereof. Nihil habet as to George Harris. So answers H.B. Cottshall, Sheriff.
	Tax & writ 2.25	And now, Jan. 20, 1925, upon praecipe of plaintiffs attorneys, judgment is hereby entered in favor of Crawford County Trust Company, which was assignee of the Commonwealth Bank against the defendants W.G. Lampman Executor of Caleb P. Harris, deceased, Louise Lampman, and William b. Harris, for want of an appearance and for want of an affidavit of defense, and same is liquidated at the sum of Four thousand four hundred twelve and 42/100 Dollars (See paper filed)
	Rec. Hood .50	
	Shff. Cottshall 8.90	
	Geo. Greeley 3.50	
	Atty 3.00	Debt # H4142
		Int. from Jan. 20, 1925.
		Judgment
		Fa. fp 177, 203; Lp 156. V.L. Greeley, Prothy.

Lev. Fac. to No. 65 Feb. Term, 1925

March 6, 1925. The above judgment satisfied.
(See receipt and order on Lev. Fac.)

Albert L. Thomas

35

Donald C. Thompson
12-29-24 U.R.S.

Aug 26 1925 Rec'd of Pff by atty Four dollars Jury fee
V. L. Greeley-

July 28 1926 Rec'd of D. C. Thompson atty for Pff Forty five and 25/100 Dollars as costs
V. L. Greeley Pro

July 29. 1926
Received from Pro. Greeley 3.50 my costs
N B Leutshall Esq Shff

Now July 28, 1926 Rec'd of V. L. Greeley, Pro, Thirty-one ($31.00) Dollars, costs of Pff in above case
Albert L. Thomas
Atty for Pff.

Marco DeSantis
+ Caroline DeSantis
vs.
Rosario Anselmo
Issued Dec. 15, 1924

Jay + writ (paid)	#	2.00
Shff Leutshall		3.50
Pro. Greeley, for County		6.75
Jury fee		4.00
Atty		3.00
Pff's Bill of Costs		16.00
Appeal to Superior Ct. (paid Deft)		3.00
Doc. Ent. for Super. Ct.		2.00
Costs S.C.		15.00
Pro. V. Greeley		1.75
atty S.C.		3.00
Sat		.25
Pro Supreme Ct return of record		3.00
		63.25

Summons in Assumpsit Returnable to the first Monday of January 1925

Dec 15, 1924 Affidavit that Pff's claim exceeds $300.00 filed.

Dec 15, 1924 Plaintiff's statement of claim filed, and copy certified to Sheriff.

Writ returned. Served the within summons together with plaintiff's statement of claim on the within named Rosario Anselmo on Dec. 16, 1924 by handing to him a true and attested copy of each, and making known to him the contents thereof. So answers
N. B. Leutshall, Shff.

Dec 29, 1924 Affidavit of Defense filed.

Service accepted by Pff's Atty

And now, Jan. 5, 1925, On motion in open Court, rule to show cause granted why counter claim of deft. should not be stricken off. Per Curiam. (See paper filed.)

On Argt. List for Feb. Term, 1925, No. 7.

On Trial List for 1st Monday of March, 1925, No. 7.

Feb. 24, 1925. Rule absolute and counter claim stricken off.
Per Curiam.

And now, March 11, 1925. Jury called and sworn as follows: 1- Mrs. Rosetta Trample, 2- Frank Karl, 3- Mrs. R. A. Batchan, 4- Mrs. Eva Pastorius, 5- Mrs. Maggie Racop, 6- George Waite, 7- Florence Eddy, 8- John Nickernell, 9- Geo. C. Reitze, 10- Mrs. Nannie Liggett, 11- Mack J. Davison, 12- Robert Wheeling: twelve good and lawful persons, who upon their solemn oaths (which they have taken, say, same day, they find for the plaintiffs in the sum of Five hundred Twenty-eight and 48/100 Dollars ($528.48)

March 11, 1925. Defts. points filed. A. page 108.

And now, March 13, 1925 rule to show cause why judgment should not be entered, non obstante veredicto (for the deft.) is hereby granted; returnable to May Term. Per Curiam. (See paper filed.)

And now, March 13, 1925, rule to show cause granted, why a new trial should not be had, returnable to May term. (See paper filed)
Per Curiam.

On Arg't. List for May Term, 1925 No. 4.

And now, August 24, 1925, rule for judgment N.O.V., and rule for new trial, are both discharged, and judgment directed to be entered for plaintiffs according to the verdict upon the payment of the jury-fee. Per Curiam. (See opinion filed)

Debt $528.48

Int. from March 11, 1925

Judgment on verdict March 13, 1925

V. L. Greeley, Prothy.

A. page 108.

Continued on page 593.

FEBRUARY TERM, 1925

Charles B. Steigner ✓ 36	Treva B. Redmond vs. ✓ Fred A. Redmond Issued Dec. 20, 1924 Tax & writ (paid) # 2.00	Subpoena in Divorce And now, Dec. 20, 1924 Subpoena awarded Returnable to First Monday of February, 1925. (Signed) Thos J. Brather, P.J.

FEBRUARY TERM, 1925

Donald C. Thompson

37

Dec 31, 1924 I hereby appear for the Garnishee The Hartford Ins. Co. Helvin, Jackson & Starr, Agents.
Albert L. Thomas.

March 9, 1925 Rec'd from Shff. per D.C. Thompson, Atty $14.00 being Costs of Atty for $10.00; Atty fee $3.00 & Poundage $1.00
V. L. Greeley, Pro.

Mar. 12, 1925. Received of V. L. Greeley, Pro. Thirteen Dollars $13.00 fee of Atty. for Garnishee
Albert L. Thomas
By Rickert

Atlantic Cash Wholesale Grocery Company a Penn'a Corporation,
vs.
Helen Marendo and D. Marendo, Defts. and The Hartford Insurance Company of Hartford, Conn., and Gelvin Jackson and Starr, its agents,
Garnishee.
Issued Dec 20, 1924

		#
Tax Writ Shff. fee		2.50
Shff. Kutshall, Mileage to Shff		5.20
atty		3.00
atty for Gar		10.00
Poundage		1.00

Of No. 176 November Term, 1924.
Attachment Execution, Returnable to the First Monday of January 1925.
To attach all and singular the goods, money and chattels of the defendants in the hands of The Hartford Insurance Company of Hartford, Conn., and Gelvin, Jackson and Starr, its agent, with notice to the Insurance Commissioner of the State of Penna.
Writ returned: Served the within writ on the within named Helen Marendo and D. Marendo, defts. and The Hartford Insurance Company of Hartford, Conn. by handing a true and attested copy of the writ to Helen Marendo and D. Marendo, and to Laurence Starr on December 22, 1924, and making known to each of them the contents thereof.
So answers H.B. Kutshall, Shff.

And now, March 9, 1925, the judgment at no. 176 Nov. Term, 1924, having been paid in full, as well as the costs in this case, I hereby discontinue this action.
Donald C. Thompson,
Attorney for Plaintiff.

FEBRUARY TERM, 1925

Leland J. Culbertson
Stuart A. Culbertson
38

Feb 17 1925 - Recd of Peff by atty Ten and 70/100 Dollars Shff & Prothys costs
V. L. Greiley Pro

Feb 27 1925
Received from Pro. Greiley $2.85 my costs
H B Kutshall Sheriff

Frances M. Affantranger
vs.
Donald M. Affantranger
Issued Dec. 22, 1924

	#
Tax writ (paid)	2.00
Shff. Kutshall	2.85
Dickson Andrews, Master	25.00
Pro Greiley mages	7.85
atty	3.00

Subpoena in Divorce.
And now Dec. 22, 1924 Subpoena awarded Returnable to First Monday of February, 1924
(Signed) Thos. J. Brather, P.J.

Subpoena returned. Served the within subpoena in divorce on the within named respondent personally, on the 23d day of Dec., 1924, by delivering to him a true and attested copy of the same, and making known to him the contents thereof, as appears from affidavit as above.
So answers H B Kutshall, Shff.

And now, Feb. 2, 1925, Dickson Andrews, Esq., is appointed Master in this case
By Hon. Thos. J. Brather, P.J.
(See paper filed) Com. issued.

Feb. 12, 1925, Testimony and report of Master filed.

On Argument List for Feb. Term, 1925, No. 24.

March 25, 1925. After due consideration, a divorce is decreed as prayed, at cost of respondent. Per Curiam.

Decree: And now, to-wit Mar. 25, 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 Francis M. Affantranger be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Francis M. Affantranger the libellant, and the said Donald M. Affantranger 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

A.M. Fenner
39

Perry E. Graff
vs.
Annie M. Graff
Issued Dec. 22, 1924

Subpoena in Divorce
And now, Dec. 22, 1924, Subpoena awarded, Returnable Second Monday of February next.
(Signed) Thos. J. Brother, P.J.

Subpoena returned Feb. 9, 1925. The within named Annie M. Graff not found in my bailiwick.
So answers H.B. Cutshall, Sheriff.

Feb. 9, 1925. Alias subpoena in divorce issued, returnable to First Monday of April next.

Al. Sub. retd. April 6, 1925: The within named Annie M. Graff not found in my bailiwick. So answers
H.B. Cutshall, Shff.

April 7, 1925. Order for proclamation issued, returnable to next term.

And now, May 12, 1925 Made proclamation in the above entitled case according to law, and caused the same to be published in the Conneaut Lake Breeze, 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.

Now, May 11, 1925, J. Perry Eckels, Esq., is appointed Master to take testimony and make report By Thos. J. Brother, P.J.
(See paper filed) Commission issued.

May 15 1925 Testimony and Report of Master filed.

On Argt. List for May Term, 1925, No. 22.

July 11, 1925 After due consideration, a divorce is decreed as prayed. Per Curiam.

Decree And now, to-wit July 11, 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 Perry E. Graff be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him, the said Perry E. Graff the libellant, and the said Annie M. 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
(See paper filed) Per Curiam

And now May 13th 1925 Rec'd of Perry Eckels Nine & 95/100 Dollars my Costs
H.B. Cutshall
O.P. Sheriff

Perry E. Graff
vs.
Annie M. Graff
Issued Dec. 22, 1924

Jay writ (Atty pd)	2.00
Shff. Cutshall	1.85
Shff. Cutshall-alias	1.85
Shff. Cutshall-proc.	6.25
Master J.P. Eckels 5-13 Rcd 25	25.00
Pro. Greeley — paid	9.75
Atty (Rec'd A.M. Fenner)	3.00

FEBRUARY TERM, 1925

b. Victor Johnston 40	Commonwealth of Pennsylvania ex relatione Eileen Mae Nevel, by her mother and next friend Lila J. Nevel, vs. Harold G. Nevel Issued Dec. 23, 1924 Pro. Greeley (paid by Petitioner) 2.00 Sh'ff Gutshall 3.60 Petitioners Bill of Costs 33.18	Habeas Corpus for the custody of Eileen Mae Nevel, infant daughter of petitioner, Lila J. Nevel, and respondent. Dec. 23, 1924. Petition of Eileen Mae Nevel by her mother and next friend Lila J. Nevel, presented to Hon. Thomas J. Brather, P. J., at Chambers, and filed. Now, to wit, this 23d day of December A.D. 1924, upon presentation of the within petition and upon motion of b. Victor Johnson, attorney for petitioner, Lila J. Nevel, a rule is hereby granted on the said Harold G. Nevel, and a writ of Habeas Corpus is hereby awarded, directing and requiring that the said Harold G. Nevel shall forthwith bring before this Court the body of the said Eileen Mae Nevel, and show cause, if any he has, why the same Eileen Mae Nevel should not be relieved of the said illegal restraint, and why she should not be delivered into the custody of her mother, Lila J. Nevel. This writ returnable forthwith. Per Curiam. Sgd. Thos. J. Brather, P. J. Writ returned: Served the within writ on Harold G. Nevel, Dec. 24, 1924, and had the within named Eileen Mae Nevel in Court, Dec. 27, 1924. So answers H. B. Gutshall, Sheriff. Order of Court: Now, December 27, 1924. After hearing, the custody of the child, Eileen Mae Nevel, is awarded to the mother, Lila J. Nevel, until further order of Court. Costs of this proceeding to be paid by respondent Harold G. Nevel. (See back of petition) (Signed) Thos. J. Brather, P. J.

41

James M Reagh
vs.
Cyrus McMichael
Entered Dec 25, 1924

Bro. Greeley (Job by Dft) 2.25

Def No. 154 November Term, 1919
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 Five Hundred Dollars, with interest thereon from Dec. 22, 1924, and with costs.

Debt $500.00
Int. from Dec. 22, 1924
McM. B. 79. Judgment
D. L. Greeley, Pro.

Am Sci Fa no 66 Feby Term 1930

FEBRUARY TERM, 1925

Thomas & Thomas 42	✓ John A. Northam vs ✓ Maude W. Davis Issued Dec. 26, 1924 Jay & Swick (Plff. pd) $2.25 Shff. Marshall 10.60 Pro Se 12-31-24 .50	Foreign Attachment in Assumpsit. Returnable to next term. Bail to dissolve $400.00 To attach goods and chattels, lands and tenements, moneys, credits, legacies, distributive shares and interests of the defendant in the hands, possession or control of Commercial Bank and Trust Company of Titusville, Pa. either in its own capacity, or as administrator of John M. Lilpher, dec'd, and of any other person or persons, and summon them as garnishees Dec. 31, 1924. This case settled J. A. Northam

J. W. Smith

43

Rec'd Apr. 26/26 of Pltff. $4.40 costs on this writ.
V. L. Greeley, Pro

April 26, 1926 Received from Pro $2.40 in my costs
H. B. Lutshall Sheriff
April 26, 1926 Rec'd from Pro. Greeley $2.00 being prepaid writ fee.
J. W. S.

Ruth S. Reaugh, now use of James M. Reaugh
vs.
Roy B. Mathers
Issued Dec 31, 1924.

Pro. Greeley (Atty pd)	2.00
Shff. Lutshall	2.40

Of No. 16th November Term, 1919
Scire Facias to revive and continue the lien of above judgment.
Returnable to next term.
Writ returned Feb. 9, 1925: Nihil habet as to Roy B. Mathers - not found in my bailiwick. So answers
H. B. Lutshall, Sheriff.

April 26, 1926 Judgment satisfied & costs paid. See No. 16th Nov. Tr. 1919.

James M. Reaugh

FEBRUARY TERM, 1925

X 44 O. Clare Kent	The Simplex Mfg. Co., a corporation, vs. Torno, Bosnik, Lovitz, a Partnership, non-res. Entered Jan. 5, 1925. Tax & entry (Atty pd) # 1.50 Costs on Trans. (Paid by Deft) 10.85	Appeal by Deft. from Judgment of J. D. Roberts, Esq., Alderman.

Otto Kohler
45

May 21 1925 Recd of Pff by atty Nineteen and 70/100 Dollars Shff & Proctrs costs.
V. L. Greeley Pro

May 21-1925 Recd of Pro Greeley Nine + 95/100 Dollars
My Costs
H.B. Gutshall
O.K.P. Sheriff

Elizabeth Y. Smith
vs.
Tom C. Smith
Issued Jany 5, 1925

Tax & writ (1-27-25 pd)	2.00
Shff. Gutshall	1.85
Shff. Gutshall-alias	1.85
Shff. Gutshall-Proc.	6.25
Master, F.C. Kiebort (pd)	25.00
Pro. Greeley	9.75
Atty	3.00

Subpoena in Divorce and for custody of children, Warren C. Smith, John Y. Smith and Mary Elizabeth Smith.

And now, Jan. 5, 1925, Subpoena awarded, returnable to next term.
(Signed) Thos. J. Grather, P.J.

Subpoena returned Feb. 9, 1925. The within named Tom C. Smith not found in my bailiwick.
So answers, H.B. Gutshall, Shff.

Feb. 10, 1925. Alias Subpoena in Divorce issued returnable to first Monday of April next.

Alias Subpoena rec'd April 6, 1925. The within named Tom C. Smith not found in my bailiwick. So answers,
H.B. Gutshall, Sheriff.

April 8, 1925. Order for proclamation issued, returnable to second Monday in May next.

And now, May 11, 1925, Made proclamation in the above entitled case according to law, and caused the same to be published in the Somerset Lake Breeze, 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, May 11, 1925, Fred C. Kiebort, Esq., is appointed Master (See paper filed) Com. issued. By Thos. J. Grather, P.J.

May 14, 1925, Testimony and report of Master filed.

On Arg. List for May Sessn, 1925, No. 23

July 11, 1925, After due consideration, a divorce is decreed as prayed at cost of respondent, and the children, Tom Y. Smith, Warren C. Smith and Mary Elizabeth Smith, is awarded to libellant.

Decree: And now, to-wit July 11, A.D. 1925, this cause came on to be heard Per Curiam 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 Elizabeth Y. Smith be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Elizabeth Y. Smith, the libellant, and the said Tom C. 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. And it is further ordered that the custody of the children, Warren C. Smith, Tom Y. Smith and Mary Elizabeth Smith be and the same is hereby awarded to the libellant said Elizabeth Y. Smith (See paper filed) Per Curiam

FEBRUARY TERM, 1925

J. E. Bossard
46

Feby 16 1925 Rec'd of Pltff by atty Ten and 70/100 Dollars Shff & Proths costs
H. B. Cutshall
O.K.P. Sheriff

Feby 16-1925 Rec'd of Pltff by Greeley two & 85/100 Dollars my costs
H. B. Cutshall
O.K.P. Sheriff

Henrietta Randall
vs
Edwin D. Randall
Issued Jan. 5, 1925.

Tax & work paid	1-13-25#	2.00
Shff Cutshall		2.85
W. J. McClintock, Master	paid	25.00
Pro. Greeley		7.85
Atty		3.00

Subpoena in Divorce
And now, January 5, 1925, Subpoena awarded, returnable to the second Monday of February, 1925.
(Signed) Thos. J. Brather, P. J.

Subpoena returned: Served the within subpoena in divorce on the Respondent personally, on the 20th day of January 1925 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, Feb. 9, 1925 Walter J. McClintock, Esq., is hereby appointed Master in the above entitled case.
(Signed) Thos. J. Brather, President Judge
(See paper filed) Commission issued.

Feb. 12, 1925 Testimony and report of Master filed.

On Argument List for Feb. Term, 1925 No. 25.

March 25, 1925 After due consideration, a divorce is decreed, at cost of respondent Per Curiam.

Decree: And now, to wit March 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 Henrietta Randall be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Henrietta Randall the libellant and the said Edwin D. Randall the respondent.

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

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

Per Curiam

(See paper filed)

O. Blare Kent
47

May 1 1925- Rec'd of Off by atty Seventeen and 95/100 Dollars Sheff + Prothys costs
V. L. Greeley Pro

May 1-1925- Rec'd of Pro, Greeley Eight + 10/100 Dollars
My Cost N B Cutshall
Sheriff

Edythe M. Terrill
vs
Victor B. Terrill
Issued Jan. 5, 1925

	#
Jay + writ	2.00
Shff. Cutshall	8.10
C.V. Johnson, Master fd	25.00
Pro. Greeley	7.85
Atty	3.00

Subpoena in Divorce
And now, January 5, 1925, Subpoena awarded, Returnable to 2d Monday of February next
(Signed) Thos. J. Prather, P. J.
Subpoena returned:-
(a) Jan. 13, 1925- I hereby deputize the Sheriff of Mercer County, Pa, to serve this subpoena in divorce So answers,
N. B. Cutshall, Shff
(b) January 15, 1925, served the within subpoena in divorce upon the respondent, by handing him a true and attested copy of same personally. So answers, W. A. Bone,
Sheriff of Mercer Co.
(c) Writ served as per return of Sheriff W. A. Bone of Mercer County
So answers N. B. Cutshall, Sheriff

March 9, 1925, Victor Johnson, Esq., is appointed Master in this case. Per Curiam. (See paper filed) Com. issued.
May 14 1925- Testimony and Report of Master filed.
On Argument List for May Term, 1925, No. 24.
July 11, 1925 After due consideration, a divorce is decreed as prayed, and def cost of respondent. Per Curiam

Decree: And now, to-wit July 11, 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 Edythe M. Terrill be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between ~~her~~ her, the said Edythe M. Terrill, the libellant, and the said Victor B. Terrill the respondent.
And that thereupon all and every the duties, rights and claims, accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage, shall cease and determine;
and the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married. Per Curiam
(See paper filed)

FEBRUARY TERM, 1925

48

✓ Maggie E. Bell
vs
✓ A. E. Klingensmith
Entered Jan. 5, 1925
#
Bro Greeley (Plaintiff's) 2.25

Dft No. 174 November Term, 1919.
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 personall on the defendant by the Sheriff of said County, and duly so returned.

And That a judgment be entered thereon in favor of plaintiff and against defendant with all the waivers and conditions contained in the original judgment note, for the sum of Twelve hundred and fifty Dollars, with interest from Dec 29, 1924 at six per cent per annum, and costs of revival.

#
Debt 1250.00
Int from Dec. 29, 1924
K-page 118. Judgment
V.L. Greeley, Prothy

Credit, Jany 9, 1928 #50.00 and Int to Dec 29, 1927
(See paper filed ~~Dec 29, 1927~~ March 2, 1928)

February 18, 1927. The above judgment assigned by Maggie E. Bell to J. B. Vincent. (See paper filed March 2, 1928)

Am Sci Fa no 37 may Term 1930

49

Petition of V. L. Speeley, Prothonotary for new sets of Judgment Indexes and Appearance Docket Indexes.
Entered Jany 5, 1925
Geo. Speeley, 2.50

Order of Court.

And now, January 5, 1925, upon consideration of the within petition,
John O. McClintock, Esq.,
John A. Northam, Esq.
Paul E. Thomas and
David J. McKay
are hereby appointed a committee to inquire and report,
1st. As to the necessity for new systems of said indexes respectively;
2d. As to the necessity or desirability of a change of said systems respectively, and to make such recommendations in reference thereto as they may deem advisable, also as to the quality of the paper to be used, and the writing up of such indexes, and the time from which they shall be transcribed in case either set begins back of the current term, etc.
(See petition filed) (Signed) Thos. J. Brather, P.J.

Now, Feb. 10, 1925, Owing to the protracted illness of John O. McClintock, Esq., - Wesley B. Best, Esq., is appointed on said committee, and the appointment of John O. McClintock is revoked. (Signed) Thos. J. Brather, P.J.

On Argument List for Feb. Term, 1926 No. 12.

, 1927. Report of Committee as to Judgment Docket Indexes presented in open Court.

Nov. 17, 1927, order of Court filed being as follows:-

And now, November 14, 1927, pursuant to the recommendations of the Committee of the Bar appointed in the matter, and advisability of new Judgment Docket Indexes, and Appearance Docket Indexes in the office of the Prothonotary of Crawford County, it is ordered and directed, that full and complete indexes of the Judgments entered in said Prothonotary's office be procured and prepared, as recommended by said Committee. It is ordered that there be purchased, at the expense of Crawford County, a Set of Twenty-four (24) books, known as "Catt Synoptical Index" as now printed, ruled and bound, and to be continued in a new set of Indexes, with the following changes:-

The "C" and "W" books to be divided;
The "J" " " "K" books to be bound together;
The "T" "U" "V" books to be bound together;
The Corporations and Firms to be indexed in the other volumes with a separate column in the front index;

Record continued to Page 396.

FEBRUARY TERM, 1925

Otto A. Stolz
50

June 16 1927 Recd Five and 75/100 Dollars Shff & Pros costs
V. L. Greeley Pro

June 17. 1927
Received from Pro Greeley $3.50 my costs
H B Kutshall

M. Gartner, Sr.,
vs.
J.W. Decker
Issued Jany 7, 1925

Pro. Greeley (Pd by Atty)	$ 2.00
Shff. Kutchall	3.50
Pro. Greeley	2.25
Atty Pd	3.00

Of No. 394 February Term, 1924
Sire Facias to Revive and Continue the lien of the above judgment, Returnable to next term.
D. page 187.

Writ returned: Served the within writ on the within named J. W. Decker on Feb. 6, 1925 by handing to him a true and attested copy of the writ, and making known to him the contents thereof. So answers
H.B. Kutshall, Sheriff.

And now, October 21, 1926, Upon praecipe of plaintiffs attorney, judgment is entered in favor of plaintiff and against the defendant, for want of an appearance and affidavit of defence, and said judgment liquidated at the sum of Three Hundred and sixty-six Dollars and forty-four cents. (See paper filed) $ 366.44

Debt
Int. from Oct. 12, 1926.
Judgment

V. L. Greeley, Prothy.

D.p. 187.

Albert L. Thomas 51	Marian M. Henderson vs. J. R. L. Henderson Issued Jan. 8, 1925 Tax + writ (Atty's fee) 2.00 Shff. Gutshall 2.85	Subpoena in Divorce and for custody of minor children; James, 6 years of age, Robert 4 years of age, and Donald 2 years of age. And now Jan. 8, 1925 subpoena awarded. Returnable to Second Monday of February next. (Signed) Thos. J. Slather, P. J. Subpoena rec'd. Served the within subpoena in divorce on the respondent personally, on the 10th day of Jany, 1925, 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. Gutshall, Sheriff.

FEBRUARY TERM, 1925

Albert L. Thomas
Fred B. Gilbert
52

Feby 23 1925 Recd of Guardian Six Dollars as costs
V. L. Greeley Pro

May 23 1925 Recd of Guardian Three and 50/100 Dollars for Exemp of record
V. L. Greeley Pro

Aug 26 1927 Recd of Guardian Six dollars as costs & adv acct
V. L. Greeley Pro

Petition of Merton B. Burgess for appointment of a Guardian of Gertrude M. Burgess as a person of weak mind – a resident of Dormont Lake Borough.
Entered Jan. 8, 1925

Pro. Greeley	#	5.00
Pro. B. Exemp. 2/26/25		3.50
Extra copy of decree		1.00
Pro G on acct & adv		6.00

Jan. 8, 1925. Petition presented in open Court and filed. Bk. M. 186.

And now, Jan. 8, 1925, upon presentation of the within and foregoing petition, Monday, February 2, 1925, at 10 o'clock A.M. at the Court-house in the City of Meadville, Pa. is the time and place fixed for the hearing of the within petition. Notice to be served upon Elsada Burgess and the respondent.

Per Curiam

Feb. 2, 1925. Proofs of service of notice upon respondent and next of kin, and affidavit of Supt. of State Hospital as to condition of respondent, etc filed.

Order of Court: Now, Feb. 2, 1925, this case came on for hearing, and after hearing of testimony, it is Ordered, adjudged and decreed that the said Gertrude M. Burgess is a person of weak mind; and Merton B. Burgess is appointed her Guardian. Bond required in the sum of $1800.00.

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

Feb. 16, 1925. Bond of Merton B. Burgess, Guardian, with Commercial Casualty Insurance Company, as surety, in the sum of $1800.00, approved by the Court, and filed.

Aug 26 1927 Final account of Guardian filed showing disbursements in excess of receipts for 340 00 and notice issued to Tribune Republican that account will be finally confirmed on Fourth Monday of September next unless exceptions are filed in the meantime. (See report filed.)

Account recorded in Account Dkt. No. 4, page 329

J. A. Northam 53	Lillie Wellmon Benoyer, now use of Karol Sinkiewicz vs. Alvah E. VanSassel and Ida F. VanSassel, his wife, defendants, and Judson O. Wetherbee and Marie Wetherbee, his wife, terre tenants. Issued Jan. 9, 1925 Tax & writ (paid) $ 2.25 Rec. Hood .50 Shff. Gutshall 2.40	Scire Facias sur Mortgage recorded in Mortgage Book Vol. 92, page 22; Returnable to first Monday of February next. Jan. 9, 1925. Affidavit as to title to land filed Writ returned: Feb. 2, 1925, writ returned by order of Attorney. So answers H. B. Gutshall, Shff.

FEBRUARY TERM, 1925

C.C.P. pp.	Commonwealth of Pennsylvania, ex relatione Lewis M. Shafer	Habeas Corpus as to the release from custody of relator.
54	vs.	Now, January 9, 1925, writ issued as prayed, in the nature of a rule to show cause, Returnable to Saturday, January 10, 1925, at 3 P.M. (Sgd) Thos. J. Prather, P.J.
	H.B. Kutzhall, Sheriff of Crawford County.	Now, January 10, 1925, upon hearing rule discharged at cost of relator. (Signed) Thos. J. Prather, P.J.
	Issued Jan. 9, 1925	(See back of petition)
	#	Writ returned: To the Honorable Thomas J. Prather, President Judge:
Geo. Greeley	2.00	I have the body of the within
Shff. Kutzhall	4.80	named Lewis M. Shafer, as within I am commanded.
		So answers H.B. Kutzhall, Sheriff.

A.L. Knapp
Thomas & Thomas
for Appellant.

55

J. A. Northam
C. Victor Johnson

In the Matter of the Appeal of Jeannette W. Hood, Register of Wills and Recorder of Deeds of Crawford County, Pa.

from

the action of the Salary board of said County in fixing the number of deputies required for the proper discharge of the business of her office for the year 1925.

Entered Jan. 9, 1925.

Pro. Greeley 5.00
Shyz Birkhall on Resp. sub 13.60
F. E. Mackpatrick mag cb on sub 3.00
Appelees Bill of Costs $6.92
Relating costs 1.00
atty 3.00

January 9, 1925. Appeal by Register and Recorder, with proof of notice to salary board annexed, filed.

And now, January 12th, 1925. On motion in open court, it is hereby ordered that a hearing in said appeal be and is hereby fixed for January 21, 1925, at ten o'clock A.M.

Signed Thos. J. Prather, P.J.

(See paper filed)

And now, January 21, 1925 Rule to show cause granted why appeal should not be quashed returnable Feb. 5, 1925, at 10 o'clock A.M.

(See paper filed) Per curiam.

Mch 30 1925 Motion to dismiss Strike off and Quash appeal filed.

Now, May 8, 1925, the appeal is dismissed at Appellants costs.

Per curiam.

(See opinion of court filed

May 8, 1925 Testimony taken on hearing filed

June 15, 1925. Appellees Bill of costs, amounting to $58.92, filed. Notice issued for taxation of same on Wednesday, June 17, 1925, at 10 A.M. Service of notice accepted by appellant.

June 17 1925 Ten o'clock A.M. having been fixed for taxing costs in above case. J. A. Northam Esq appearing for Salary Board and T. J. Thomas Esq for Jeannette W. Hood. Attorneys agreed that bill of costs as filed should be presented to the Court. Same day Prothonotary presented the bill of costs to the Court and the following Order was made Costs taxed for Feby 27 1925 amounting to Twelve dollars are to be Stricken out. Thos J. Prather P.J.

June 17 1925 I hereby approve the above Bill of costs as corrected by the Court

V. L. Greeley Prothy.

July 27 1927 For receipt of Twenty nine and 60/100 Dollars of above bill of costs See Appellees Bill of costs filed.

July 27 1925 Recd of Jeannette W. Hood Rec forty two and 92/100 dollars as costs

V. L. Greeley Pro

July 28, 1925

$36.92 Costs Appellee, except Costs Elmer E. Mead, Theresa Mosley, D. N. Wilcox, Ina B. King, Harriet P. Stanley, Jr. E. B. Culbertson, receipts for same being filed in this Case

J. A. Northam,
Atty Appellees

And now Aug 8th 1925
Rec Docket Fee $2.00
C. Victor Johnson

Roy S. Peters (See Statement)

56

J. E. Bossard, Appeal for defendant. V.L.G. December 17th 1925.

Venango Milling Co., D. J. Rex
vs.
S. L. Wilson
Entered Jan. 10, 1925

	#
Jay Entry (paid by Deft)	1.50
Costs on Trans (paid by Plff)	6.20
Pro. Greeley	2.25
Atty	3.00

Appeal by Deft from Judgment of Clark C. Bole, J.P.

Dec. 17, 1925 Plaintiff's Statement of Claim filed with acceptance of service of copy by J. E. Bossard, Esq. atty for defendant

Dec. 31, 1925. Affidavit of defense filed Service accepted by Roy S. Peters, Esq. as Deft. Atty.

And now, to wit, January 25, 1926, upon presentation of the foregoing motion in open Court, and after due consideration thereof, it is hereby directed that judgment be entered against the defendant, S. L. Wilson, and in favor of the plaintiff, Venango Milling Company, D. J. Rex, for the sum of Forty-two and 66/100 Dollars, together with interest from Oct. 17, 1922, being the amount admitted to be due by the said defendant in his affidavit of defense; the said defendant also admitting the time from which interest should be computed; and a rule to show cause is hereby granted why judgment should not be entered against the said defendant and in favor of the said plaintiff, for the balance of plaintiff's claim, to wit, the sum of fifty-seven dollars ($57.00), together with interest from October 17, 1922, for want of a sufficient affidavit of defense, the exceptions to the sufficiency thereof being assigned in said motion. Said rule is returnable to the fourth Monday of February, 1926, at 10 o'clock A.M.

(See paper filed)

Per Curiam.

Debt [amt. admitted] $42.66
Int. from Oct. 17, 1922
Judgment
V. L. Greeley, Prothy.

W. page 164.

On Argument List for Feb. Term, 1926, No. 9.
Feb. 20, 1926. Supplemental affidavit of defense filed.
Feb. 24, 1926, Continued by consent.

O. Clare Kent
John C. Kent
Guy Thorpe)
57

Petition of W. M. Hazen for appointment of a Guardian of Harold H. Hazen as a person of weak mind.
Entered Jan. 12, 1925

	2-2-25	
Pro. Greeley paid		5.00
Pro. G. since incl. 1st a/c		7.00
Adv. Trib. Pub. Co.	7/2/34	3.00
Pro. G since	Pd 7/2/34	5.50
Pro. G on 2nd acct	Pd 4/17/34	7.00
adv Trib Pub Co	Pd	4.00
Adv. Trib. Pub. Co.	1-25-37 Pd.	4.00
Pro. G. Final Acct.	1-25-37 Pd.	4.00
Pro. G triennial a/c since	1-3-41 pd.	5.00
Pro. G triennial a/c	1-3-41 Pd.	6.50
Bond Paid	11-6-43	1.00

Jan. 12, 1925 Petition presented in open Court and filed. Ha. p. 203.

Now Janry 12, 1925 upon presentation of the foregoing petition, and after due consideration thereof, it is ordered and directed that a hearing be had thereon on Monday the 2d day of February, 1925, at 2 o'clock P.M.; and that ten days written notice of the filing of this petition and the time of hearing be given to the said Harold H. Hazen, and to his brother Raymond D. Hazen, resident of this Crawford County, Pa.

Per Curiam.

Jan. 21, 1925, Proof of service of notice of hearing upon Harold H. Hazen, respondent, and Raymond D. Hazen, filed.

Now, Feb. 2, 1925, upon hearing had in this case, the said Harold H. Hazen is hereby adjudged to be a person of weak mind unable to care for himself and his estate; and W. M. Hazen is hereby appointed Guardian for the said Harold Hazen as prayed for. Bond required in the sum of $3000.00. (Signed) Thos. J. Prather P.J.

Feb. 2, 1925, Bond of W. M. Hazen, Guardian, with A. D. Hecker and O. S. Hazen as sureties, in the sum of $3000.00, approved by the Court and filed.

Sur petition of Guardian; Now, August 3, 1925, upon presentation of the foregoing petition in open Court, and after due consideration thereof, it is hereby ordered and decreed that W. M. Hazen, Guardian of the person and estate of Harold H. Hazen, a person of weak mind, be and is hereby authorized to expend and pay from the estate of his said ward the sum of $275.00, for past support and debts, and the sum of $10.00 per month hereafter, until further order of the Court, for future care, support and treatment for his said ward, and for so doing this shall be his warrant and authority. Same approved as to future maintence, but allowance of and for past maintence asked for, action deferred until after statement of items, amounts and payees thereon shall be filed and presented to Court. Per Curiam. (Sgd) Thos. J. Prather, P.J. (See petition file)

April 12, 1928. First triennial account of W. M. Hazen, Guardian, filed, and notice issued for publication in Meadville Tribune-Republican that said account will be finally confirmed on the first Monday of May next, at 10 o'clock A.M., if no exceptions. Balance in hands of Guardian, $1458.02

May 5 1928 Proof of Publication filed. (See paper filed.)

May 8 1928 no exceptions having been filed the above account is confirmed finally.

Continued on page 395.

April 12, 1928. Recd from W. M. Hazen, Gdn. per Guy Thorpe, Atty, $10.00, being Pro. costs since including filing & recording first Triennial acct. $7.00, and advertising acct. $3.00.
V. L. Greeley, Pro.

July 2 1934 Recd of Guardian Sixteen and 50/100 Dollars costs in full to date and adv acct
V. L. Greeley Pro

Costs continued:

Pro. for Co.	11-29-43 Pd.	$3.00
Pro. S.	11-25-46 Pd.	.25
Pro. S. @	9-1-48 Paid	7.50
Pro. S.	12-7-49 Pd.	1.00
Pro. Acct.	11-10-52 Pd.	14.00

11/8/52 Paid The Tribune Publishing Co. $11.00 adv. costs by Check No. 4210.

FEBRUARY TERM, 1925

J. Perry Eckels 58 v	Petition of Lillian Whipple for the appointment of a Guardian of Mary Kightlinger, aged 70 years of Spring Borough, as a person of weak mind. Entered Janry 13, 1925 # Bro. Greeley 3.00	Jan. 13, 1925 Petition presented in open court and filed. K. page 140 And now, January 13, 1925, upon presentation of the within petition and due consideration of the same, it is ordered and decreed that a hearing be had on the 2d day of February, 1925, at 10 o'clock A.M.; and that 10 days written notice be given to the said Mary Kightlinger, personally. (See petition) Per Curiam. And now, Feb. 2, 1925, Hearing continued to Feb. 24, 1925, at 10 o'clock A.M. (See paper filed) Per Curiam.

Curtis L. Webb
59

H. E. Power
vs.
Fred Thompson, and Cassius Thompson, Minnie Anderson, and Fred Thompson, heirs at law of Lewis A. Thompson, now deceased.
Entered Jan. 14, 1925

Pro. Greeley Fpd by Atty $2.50
Atty 3.00

No. Nos. 236 & 237 September Term, 1921.
Amicable Scire Facias sur Judgment

It is agreed, That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendants by the Sheriff of said county and duly so returned; And that a judgment be entered thereon in favor of the plaintiff and against the defendants, with all the waivers and conditions contained in the original judgment note, for the sum of Four hundred Seventy-three and 70/100 Dollars, being the amount of debt, interest, attorneys Commission and Costs, now due on the original judgment.

Debt $473.70
Int. from Jan. 15, 1925
Judgment
V. L. Greeley, Pro.

Jpp. 105, 106, 20
A. Page 105.
Fi Fa. to No. 54 Feb. Term, 1925.

FEBRUARY TERM, 1925

Leland J. Culbertson
Stuart H. Culbertson
60

May 21 1925 Rec'd of Pfff by atty Nineteen and 70/100 Dollars Shff & Proctrs costs
H. L. Greeley Pro

and now May 21st 1925 Rec'd of Pro Greeley Nine & 70/100 Dollars my Costs
H.B. Cutshall
O.K.P. Sheriff

Barbara Crosby
vs
Walter J. Crosby
Issued Janry 16, 1925

Tax & writ (atty pd) #	2.00
Shff. Cutshall	1.85
Shff. Cutshall – alias	1.85
Shff. Cutshall-proc.	6.25
R.S. Peters, Master paid	25.00
Pro. Greeley	9.75
Atty	3.00
	49.70

Subpoena in Divorce
And now, January 16, 1925, Subpoena awarded, Returnable to first Monday of March, 1925.
(Signed) Thos. J. Brather, P.J.

Subpoena retd. March 2, 1925. The within named Walter J. Crosby not found in my bailiwick. So answers
H.B. Cutshall, Shff.

March 4, 1925 Alias subpoena in divorce issued, returnable to first Monday in April next.

Alias subpoena retd. April 6, 1925, the within named Walter J. Crosby not found in my bailiwick. So answers
H.B. Cutshall, Sheriff.

April 11, 1925 Order for proclamation issued, returnable to next term.

And now, May 11, 1925, Made proclamation in the above entitled case according to law, and caused the same to be published in the Bonneauit Lake Breeze, a newspaper printed within my bailiwick, for four weeks successively prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached.
So answers H.B. Cutshall, Sheriff.

And now, May 11, 1925, Roy S. Peters, Esq., is appointed Master as prayed for. By Hon. Thos. J. Brather, P.J. (See paper filed) Com. issued

May 15, 1925, Testimony and report of Master filed.

On Trial List for May Term, 1925, No. 25.

July 11, 1925, After due consideration a divorce is decreed as prayed and at respondents costs. Per Curiam.

Decree And now, to-wit July 11, 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, adjudged and decreed

That the said Barbara Crosby be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Barbara Crosby the libellant, and the said Walter J. Crosby 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
61

Jacob G. Gross
vs
Joseph J. Beatty, owner, and Cornelia B. Andrews, Terre Tenant
Issued Janry 17, 1925

	#
Jay twirk (Atty pd)	2.25
Rec. Wood	.50
Shff. Kutshall	6.30
Pro. Greeley	2.50
Atty	3.00

Scire Facias sur Mortgage recorded in Mortgage Book No. 123 page 128. Returnable to first Monday of February next.

Jan. 17, 1925. Affidavit as to title and Statement of claim etc, filed

Writ returned: Served the within writ on the within named Cornelia B. Andrews, together with the praecipe for Sci. Fa. sur Mortgage and affidavits on January 19, 1925, by handing to her a true and attested copy of each, and making known to her the contents thereof. Served the writ on Joseph J. Beatty, by handing a true and attested copy of the writ to Cornelia B. Andrews (his daughter, and an adult member of his family) on Jan. 19, 1925, and making known to her the contents thereof. So answers H.B. Kutshall, Shff.

And now, February 26, 1925. On motion in open court, judgment is granted in default of an appearance and for want of an affidavit of defense. Per Curiam.

And now, March 28, 1925, comes the plaintiff by his attorney and liquidates the judgment in this case at the sum of Sixteen hundred thirty-nine and 50/100 Dollars, and costs. (See Rule Doc. 12, page 60th.)

	#
Debt	1639.50
Attys com. included	75.00
Int. from March 28, 1925	

Judgment
V.L. Greeley, Pro

Be. 1/2. 35; Ap. 97.

Lev. Fac. to No. 57 May Term, 1925.
Nov. 12, 1926 Above judgment satisfied (Lucke Fac.)

FEBRUARY TERM, 1925

Donald C. Thompson ✓
62

1-23-1925:
Rec'd $3.50 my costs.
H B Kutchall
O.H.C. Sheriff

April 25-1925- Rec'd of Cliff Ry atty Treloar and 25/100 Dollars Costs and Jury Fee
V. L. Greeley Pro

Homer Smith
vs.
✓ Clark Van Slyke
Issued Jan. 19, 1925

	#	
Jay Twist (paid)		2.00
Shff. Kutchall cd.		3.50
Pro. Greeley for County,		5.25
Jury Fee		4.00
Atty appr. 2-7-1925 Pd. Cliff.		3.00

Summons in Trespass, Returnable to first Monday of February next

Jan. 19, 1925, Statement of claim filed

Writ returned: Served the within summons and statement of claim on the within named Clark Van Slyke, on Jan. 22, 1925, at 343 Wadsworth Av., Meadville, 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. So answers H. B. Kutchall, Sheriff.

Feb. 2, 1925, Affidavit of defense filed, and copy certified.

On Trial List for 1st Monday of March, 1925, No. 14

And now, March 10, 1925 Jury called and sworn as follows: 1- E. A. Kleecker, 2- Mrs. S. L. McFadden, 3- Mrs. Maude Eyfinger, 4- John Sturrock, 5- Samuel Rohleder, 6- Ezra Smith, 7- A. R. McQuiston, 8- Selden Brooks, 9- Charles Hemberger, 10 C. B. Moyer, 11- Charles Whitehead, 12- C. M. Tibby; twelve good and lawful men, and women, who upon their solemn oaths which they have taken, say, same day, they find for the defendant.

Sm. page 209.

March 11, 1925, Plaintiffs and defendants points filed.

J. A. Bolard
63

May 27 1925 Recd of Pelf by atty nineteen and 65/100 dollars Shff + Prothy costs
V. L. Greeley Prs

May 27. 1925
Received from Pro Greely 895 my costs
H B Kutshall Sheriff

Nannie D. Rosenblad
vs
Cornelius Rosenblad
Issued Jany 19, 1925

Jay & wrid (Atty pd)	2.00
Shff Kutshall	1.85
Shff Kutshall, alias	1.85
Shff Kutshall-proc.	6.25
L.J. Culbertson, Master (Pd)	25.00
Pro. Greeley	9.70
Atty	3.00

Subpoena in Divorce
And now, Jan. 19, 1925, Subpoena awarded, returnable to the first Monday of March A.D. 1925.
(Signed) Thos. J. Strather, P.J.
Subpoena returned: March 2, 1925, the within named Cornelius Rosenblad not found in my bailiwick.
So answers H.B. Kutshall, Shff.
March 2, 1925, Alias subpoena in divorce issued, returnable to first Monday of April next.
April 6, 1925. Alias subpoena retd: The within named Cornelius Rosenblad not found in my bailiwick.
So answers H.B. Kutshall, Shff.
April 6, 1925. Order for proclamation issued, returnable to second Monday of May next.

And now, May 11, 1925, Made proclamation in the above entitled case according to law, and caused the same to be published in the Conneaut Lake Breeze, 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, May 11, 1925 L.J. Culbertson, Esq. is appointed Master to hear and make report. (Signed) Thos. J. Strather, P.J. (See paper filed)

May 15, 1925, Testimony and report of Master filed.

On Argument List for May Term, 1925, No. 26.

July 11, 1925 After due consideration, a divorce is decreed as prayed and at cost of respondent. Per Curiam

Decree. And now, to-wit July 11, A.D. 1925, this cause came on to be heard on libel, suppoena, 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 Nannie D. Rosenblad be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Nannie D. Rosenblad the libellant, and the said Cornelius Rosenblad the respondent.

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

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

FEBRUARY TERM, 1925

Donald B Thompson
vs
James Kirk Dowler

Donald B Thompson
vs
Bessie Grace Dowler
Issued Jan. 19, 1925

Jay Twist (Atty) pd 2.00
Shff Butshall Pd 8.65
F. B. Kiebort, Master Pd 25.00
Bro. Speley (paid 10-1-25) 8.75
Notary 3.00
W M Dunce serving ans. pd 7.65

3-12-1925
Rec'd $8.65, my costs in this case.
H B Butshall Sheriff
Monday

Subpoena in Divorce

And now January 19, 1925 — Subpoena awarded, Returnable to first Monday of March next.

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

Subpoena returned: Served the within Subpoena in Divorce on the Respondent personally on the 24th day of January, 1925, 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. Butshall, Sheriff.

And now, March 9, 1925, Fred B. Kiebort, Esq., is appointed Master to take the testimony in the above entitled case, and report thereon to the Court.

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

(See paper filed) Com. Issued.

And now, May 7, 1925, On motion in open Court, an amendment of the original libel is allowed, by addition of the paragraph of the foregoing petition alleging the additional ground of adultery, as prayed for; with leave to the respondent to appear and answer on or before June 1, 1925. Notice to be given the respondent of this amendment at least twenty days prior to said return day.

(See paper filed) Copy of order issued. Per Curiam.

May 12, 1925 Proof of service of Amendment to libel on Deft filed

Sept 16 1925 Testimony and Report of Master filed.

On Argt. List for Sep. Term, 1925, No. 12.

Now, Nov. 9, 1925, After due consideration, a divorce is decreed as prayed. Per Curiam.

Decree: And now, to-wit Nov. 9, 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 James Kirk Dowler, the libellant be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him the said James Kirk Dowler and the said Bessie Grace Dowler 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: provided however as the law directs that the said respondent shall not marry the said Jack Fielding during the lifetime of the said James Kirk Dowler, the libellant.

(See paper filed) Per Curiam

Roy S. Peters
65

E. W. Grather
vs.
Mott L. Smith, Deft.
and George N. Ott,
Martha E. Ott and
E. E. Archer, Garnishees,
Issued, Jan. 19, 1925
Jas. Lewis (Atty. Fee) $2.50
Stiff. Kuykendall (Fee to Sheriff) 4.20

Dkt No. 240 November Term, 1924.
Attachment Execution.
Returnable to next term.
To attach all the debts, deposits, goods and chattels, judgments, rights and effects and credits and money of ~~and~~ due or to become due to the above named defendant, by or in the hands, possession or custody of George N. Ott, Martha E. Ott and E. E. Archer, or either or any of them, and summon them as garnishees.
Writ retd: Served on Mott L. Smith, Deft. on Jan. 20, 1925, and on Geo. N. Ott, Garnishee, on Jan. 22, 1925, by handing to each a true and attested copy of the writ, and making contents of same known to them. Nihil habet as to Martha E. Ott and E. E. Archer.
So answers N. B. Kuykendall, Sheff.

Jan. 30, 1925. The above case is settled, and the same is hereby discontinued of record.
Roy S. Peters, Atty for Plff.

FEBRUARY TERM, 1925

Otto Kohler
66

Roland Yocum
vs
William F. Shyler
Entered Jan. 20, 1925

Jay + entry (Atty pd) 3.00
Atty 3.00

Amicable Action of Ejectment for a Garage at No. 248 South Street in Fourth Ward, City of Meadville.

Jan. 20, 1925, Statement of claim, copy of lease and confession of judgment filed; said confession being as follows:—

By virtue of authority above recited, I hereby appear for the defendant William F. Shyler, and confess judgment against him in an action of ejectment, and in favor of Roland Yocum, the plaintiff, for the premises described in the contract of lease, to wit, a Garage at No. 248, South Street, Meadville, Pa. waiving all errors, stay of execution, exemptions, and right of appeal.

(Signed) Otto Kohler,
Attorney for Defendant.

Judgment.
W. S. Greeley, Prothy.

Sh. fi. 201.

Hab. Fac. Poss., with clause of Fi. Fa. to No. 66 Feb. Term, 1925.

Arthur L Bates by	Tribune Publishing Company vs J. B. Northway Issued Jany 20, 1925 Jas & Pro. (Plff. paid) $ 3.00 Shff Cutshall 3.00	Replevin for one Star Touring Car No. 217 908 of the value of $550.00 Returnable to first Monday of February next. Jan. 20, 1925 Narr and affidavit of value filed. Jan. 20, 1925 Plffs. bond with Edgar H. Bartlett and Arthur L. Bates as surety in the sum of $1100.00, approved and filed. Writ returned: Delivered, automobile to the Tribune Publishing Company, Jan. 23, 1925 So answers H. B. Cutshall, Sheriff.

FEBRUARY TERM, 1925

S. R. Miller
68

Mary L. Cottrell
vs.
Herbert R. Chapin
Entered Jan. 21, 1925

Geo. Greeley (paid by Atty) $ 2.25
Atty 3.00

Of No. 229 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 Four Hundred Dollars, being the amount of debt, interest and costs now due on the original judgment. Interest from February 1, 1925.

Debt $400.00
Int. from Feb. 1, 1925

L. & J. 34.

Judgment
V. L. Greeley, Pro.

Mar. 8, 1930. Sci. Fa. to No. 47 May Tr. 1930.

A. M. Tenner

vs

Petition of Elgie Pollock for appointment of a Guardian of Edith Hathaway, aged about 74 years, a resident of North Shenango Township. Entered Jan. 24, 1925.

Pro. Greeley, paid 2-12-25	#	5.00
Pro's on account		3.00
advacct		3.00

June 15 1926 Rec'd six dollars as costs
V. L. Greeley Pro

Read Nov 16, 1926
250 of Pro Greeley,
Inserting
Tribune Pub Co.
C.W.J.

Jan. 24, 1925. Petition presented in open Court and filed. Fia. p. 204.

And now, Jan. 24, 1925 upon presentation of the within petition in open Court, - Friday, the 6th day of February, 1925, at 10 o'clock A.M., is fixed as the time of the hearing of this application, and it is directed that ten days written notice thereof be given to Edith Hathaway, Bird Glatt, by serving a copy of petition and order of Court on each of them personally and upon Rena Roberts, by registered mail.

Per Curiam.

Feb. 6, 1925. Proof of service of copy of petition and notice of hearing upon respondent and her next of kin, filed.

Decree: And now, February 6, 1925, At the time fixed for the hearing of this case, proof being made of the service of the notice upon the persons and in manner designated by the Court, the said Edith Hathaway not being in Court on account of sickness: Upon hearing the evidence in support of the application, the Court finds and so decrees and adjudges that the said Edith Hathaway, by reason of weak mind is unable to take care of her estate and property. Therefore, Mrs. Elgie Pollock, of North Shenango Township in said county, is hereby appointed guardian of the estate of the said Edith Hathaway; the said guardian to give bond in the sum of Twenty-five hundred ($2500) Dollars, with sureties to be approved by the Court. Per Curiam (See paper filed)

June 29, 1926. Proof of publication of notice of account filed.

Final Account recorded in Account Doc. No. 4. page 71.

Feb. 6, 1925. Bond of Elgie Pollock, Guardian, with R. P. Pollock and C. J. Ewing as sureties, in the sum of $2500.00, approved by the Court and filed.

Sept. 8, 1925. Petition of Guardian for an allowance, filed.

And now, Sept. 8, 1925. On presentation of the foregoing petition and accompanying affidavits in open Court, and after due consideration of the same, it is ordered, adjudged and decreed, that the sum of Fifteen Dollars ($15) per week, be allowed out of the estate (principal and income) of Edith Hathaway, for her board, clothing, care and attendance, to date from February 6, 1925, and that credit therefor be allowed Elgie Pollock, Guardian, upon the settlement of her account. Per Curiam. (See paper filed)

June 15 1926 Final account of Guardian filed showing no balance due estate and notice issued to Tribune Republican that account will be finally confirmed on First Monday of July next unless exceptions are filed.

FEBRUARY TERM, 1925

J. E. Bossard	G. A. Girart vs. Jason Hotchkiss Entered Jan. 26, 1925 # Tax territory (Dft. pd) 1.50 Costs on Trans (Dft. pd) 4.00	Appeal by Deft. from Judgment of F. A. Boswell, Alderman.

Otto Kohler
71

Inez A. Hall
vs.
Zeph Briggs, with notice to F. E. Briggs, Guardian.
Issued Jan. 26, 1925

Pro. G. (pd by Attys) (2 pcs) 2.00
Shff. Butshall 2.60

Of No. 280 February Term, 1920.
Scire Facias to revive and continue the lien of the above judgment, with notice to F. E. Briggs, Guardian of Zeph Briggs, Returnable to next term.
Writ returned: Served the within writ on F. E. Briggs, Guardian of Zeph Briggs, on Feb. 7, 1925 by handing to him a true and attested copy of the within writ, and making known to him the contents thereof.
Nihil habet as to Zeph Briggs.
So answers H. B. Butshall, Shff.
Fi. Fa. to No. 38 May Term, 1925.

FEBRUARY TERM, 1925

J. A. Boland ✓	The First National Bank of Cambridge Springs, Pa.,	Of No. 28 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 soever the same may be, and particularly in the hands of G. M. Shellito, Administrator of Harrison R. Lewis, deceased, and to summon him as Garnishee.
72 Roy L. Peters, for Garnishee 2/9/25 ✓	vs LeRoy G. Lewis, Dept., and G. M. Shellito, Administrator of estate of Harrison R. Lewis, deceased, Garnishee Issued Jan. 27, 1925 Tax & Pro. Fee (Atty pd) # 2.50 Shff. Cutshall 7.40	Writ returned: Served the within writ on within named G. M. Shellito, admr., at her residence in Sussewago Township by handing to her a true and attested copy of the same and making contents known to her Nihil habet as to LeRoy G. Lewis, dept. So answers H. B. Cutshall, Sheriff

J. A. Bolard

73

Roy G. Lewis, for Garnishee 2/9/25

The First National Bank of Cambridge Springs, Pa.,

vs

LeRoy G. Lewis, Deft., and G. M. Shellito, Administrator of estate of Harrison R. Lewis, deceased, Garnishee.

Issued Jan. 27, 1925

	#	
Tax & Pro. G. (pd by atty)		2.50
Shff Cutshall		2.40

Of No. 285 February Term, 1925
Attachment Execution,
Returnable to next term.

To attach all and singular the goods and chattels, rights and credits, moneys and property of the defendant in whose hands soever they may be, and particularly in the hands of G. M. Shellito, Administrator of the estate of Harrison R. Lewis, deceased, and summon him as garnishee.

Writ returned: Served the within writ on the within named G. M. Shellito, admr. at her residence in Bussewago Township by handing to her a true and attested copy thereof and making contents of same known to her. Nihil habet as to Roy G. Lewis.

So Answers, H. B. Cutshall, Shff

FEBRUARY TERM, 1925

Frampton & Courtney

74

Donald C. Thompson, Atty. for C. W. Cheetham, Deft. and Selma Brickner, Garnishee. 2-2-25 V.L.G.

Jan. 6 1926 Rec'd of Plff by Atty Twenty Eight and 35/100 Dollars as Costs
V. L. Greeley Prothy

Received of V. L. Greeley, Prothy. 1/16/26 Check #2328 on 160-4/2 for Six Dollars ($6.00) payable to Frampton & Courtney — same to be forwarded to Frampton & Courtney
Donald C. Thompson Atty

Jan 16. 1926
Received from Pro. Greely $7.20 my costs
H B Kutchall Sheriff

Jan. 16. 1926
Received from V. L. Greely, Prothonotary $9.90 - my costs. Ivan Culbertson

J. H. Leedom, J. L. Leedom and C. W. Leedom, partners doing business as Leedom Brothers,
Plaintiffs
vs
C. W. Cheetham,
Defendant and
Selma Brickner,
Garnishee.

Issued January 28, 1925

Tax & Pro. Fee (pd by Plff)	#	3.00
Sheriff Kutchall		7.20
Ivan Culbertson Com		9.90
Pro. Greeley		4.50
Atty		3.00
		27.60

Attachment in Assumpsit, under Act of 17th March, 1869, and its supplements, Returnable First Monday of February, 1925.

To attach all the moneys, stocks, rights in action, evidences of debt and other property of the defendant, and to summon as garnishee, Selma Brickner, and all other person or persons, in whose hands or possession the same may be found.

Jany 28, 1925. Affidavit of cause of action filed, and 2 copies certified to Shff.

Jany 28, 1925. Bond of plaintiffs with Hartford Accident and Indemnity Company as surety, in the sum of #400.00, approved by the Prothonotary, in the absence of the President Judge from the District and filed.

And now, to wit, Jan. 31, 1925, the within bond and sureties approved as of Jan. 28, 1925. (Signed) Thos. J. Brather, Judge.

Writ returned. Attached as within commanded on Jany 31, 1925 certain goods and chattels as per schedule and inventory thereof hereto annexed, as the property of the within named defendant in the hands of Selma Brickner as garnishee, and left with and gave to the said Selma Brickner, garnishee, a copy of said attachment, with schedule and inventory of the property attached, the said Selma Brickner being the person in whose possession or care said property was found and in whose hands it was attached; and summoned the said Selma Brickner Garnishee, by giving her a true and attested copy of the within writ, and made known to her the contents thereof; and served the within writ on C. W. Cheetham, defendant, by handing him a true certified and attested copy of said attachment, with schedule and inventory of the property attached, at Dochranton, Pa.

Inventory of Goods.

1	Cigar Case.	5	Settees and Tables
2	Candy Cases.		Linoleum
2	Gas Stoves.	1	Soda Fountain
4	Chairs.	2	Wall Cases
2	Tables.	1	Cash Register
1	Floor Lamp.		

So answers, H B. Kutchall, Sheriff.

And now, Feb. 16, 1925 Affidavit of deft. filed, and upon consideration thereof, Rule to show cause granted why the attachment in this case should not be dissolved; returnable to next term.
(See paper filed) Per Curiam.

On Argument List for May Term, 1925, No. 11. "Continued"

July 1, 1925. Testimony taken on Rule to Show Cause filed

Now, Aug. 3, 1925 the rule to dissolve attachment is discharged
(See opinion filed) Per Curiam

Sept. 18, 1925. Plaintiffs Statement of claim filed. Service accepted by defts. atty.

Record continued on page 597.

75 Roy S. Peters	Sweeney & Stevens vs. Walter Gryzondac Entered Jan. 31, 1925 Jdf + entry (pd by Dft) 1.50 Costs on Trans (pd by Dft) 6.40	Appeal by Dft. from Judgment of Jas. D. Roberts, Alderman.

FEBRUARY TERM, 1925

Kincaid & Kincaid
76

April 27 1925 Rec'd of Cleff by atty Seven and 85/100 Dollars my costs
V. L. Greeley Pro

Claribel Moore
vs
Clarence Moore
Issued Jan. 30, 1925

Tax & writ (Atty pd)	$2.00
Shff. Woodside	
W. L. Geake Master (pd)	25.00
Geo. Greeley, Atty	7.85 / 3.00

Subpoena in Divorce.
And now, Jan. 30, 1925 subpoena awarded, Returnable first Monday of March next
(Signed) Thos. J. Brather, P.J.
Subpoena returned: Served the within subpoena in divorce on the respondent personally, on the 4th day of Feb., 1925 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, R. G. Woodside,
Sheriff of Allegheny County, Pa.
And now, March 30, 1925. Walter L. Geake, Esq., is appointed Master to take testimony and make report thereon.
(See paper filed.) Per Curiam.
Mar. 30, 1925. Com. issued.
And now, April 20, 1925, Leave granted to amend libel so that the same shall state that the respondent was convicted and sentenced in the Court of Oyer & Terminer of Venango County, instead of in the Court of Quarter Sessions of said County.
(See paper filed) By Hon. Thomas J. Brather, P.J.
April 25, 1925. Testimony and report of Master filed. Also, certified copy of docket entries from Court of O. & T. of Venango co. filed
On Argument List for May Term, 1925, No. 27.
July 11, 1925. After due consideration, a divorce is decreed as prayed, and at respondents costs. Per Curiam.
Decree: And now, to-wit July 11, 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 Claribel Moore be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Claribel Moore the libellant, and the said Clarence Moore, the respondent
And that thereupon all and every the duties, rights and claims, accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage, shall cease and determine.
And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married.
Per Curiam
(See paper filed)

77

J. L. Vernier
vs
Chester Hall and
Frank Yoset
Entered Jan. 31, 1925
Pro. Greeley (2nd by Pltff) 2.25

Of No. 235 February Term, 1920
Amicable Sci. Fa. sur Judgment

It is agreed That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said county, and duly so returned; and that a judgment be entered thereon in favor of plaintiff and against the defendants, with all the waivers and conditions contained in the original judgment note, for the Sum of Four hundred and twenty-six and 50/100 Dollars, being the amount of debt, interest and costs now due on the original judgment.

Dated, January 19, 1925.

Debt
Int. from January 19, 1925
Ha. p. 175; Y. p. 10.
Judgment
V. L. Greeley, Prothy.

Feb. 17, 1926
The above judgment satisfied.
(See paper filed.)

FEBRUARY TERM, 1925

Leland J. Culbertson
Stuart A. Culbertson
78

Mabel B. Rowland
vs.
Earl R. Rowland
Issued Janry 31, 1925

	#
Tax & writ	2.00
Shff Cutshall	1.85
Shff Cutshall-alias	1.85
Shff Cutshall-proc.	6.25
Pro Greeley	9.75
Master, W. Johnson Pd	25.00
Atty 4 1/2%	3.00

Subpoena in Divorce and for custody of Earl Albert Rowland, child of parties.
And now, January 31, 1925, Subpoena awarded, Returnable to First Monday of March next.
(Signed) Thos. J. Brather P.J.

Subpoena retd March 2, 1925. The within named Earl R. Rowland not found in my bailiwick. So answers
H.B. Cutshall, Sheriff

March 4, 1925, Alias subpoena in divorce issued, returnable to first Monday in April next.

Alias subpoena retd: April 6, 1925. The within named Earl R. Rowland not found in my bailiwick. So answers
H.B. Cutshall, Shff

April 11, 1925, Order for proclamation issued, returnable to next term.

May 21, 1925 Rec'd of Peff by atty Twenty one and 70/100 Dollars Shff & Procty costs
V. L. Greeley Pro

and now May 21-1925 Rec'd of Pro Greeley Nine & 90/100 Dollars My costs
H.B. Cutshall
O.H.P. Sheriff

And now, May 11, 1925 Made proclamation in the above entitled case according to law, and caused the same to be published in the Somerset Lake Breeze, a newspaper printed within my bailiwick, for four weeks successively prior to return day thereof as per copy of said proclamation and proof of publication hereto attached. So answers H.B. Cutshall, Sheriff.

And now, May 11, 1925 W. Johnson Esq., is appointed Master as prayed for. By Hon. Thos. J. Brather, P.J. (See paper filed) Com issued

May 14 1925 Testimony and Report of Master filed.

On Argument List for May Term, 1925, No. 28

July 11, 1925, After due consideration, a divorce is decreed as prayed, and at cost of respondent. Per Curiam

Decree: And now, to-wit July 11, 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 Mabel B. Rowland be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Mabel B. Rowland, the libellant, and the said Earl R. Rowland the respondent.

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

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

(See paper filed)

FEBRUARY TERM, 1925

112 Albert L. Thomas ✓	Fanchon Tompkins, by her Guardian, J. A. Logan	Amicable Action of Ejectment for house and lot in the Borough of Cambridge Springs, and for a farm in Cambridge Township, containing 172 acres, more or less.
116 Thomas + Thomas ✓	vs	Feb. 2, 1925. Case Stated for the opinion of the Court in the nature of a special verdict, filed.
	Jennie M. Boyd, Mary M. Ropp and Rose E. Babbitt	On Argt. List for Feb. Tr. 1925. No. 6.
	Entered Feb. 2, 1925 #	Now, February 23, 1925— Counsel agree that judgment be entered in favor of defendants for the land described in the case stated, and judgment entered accordingly, and judgment so directed. Per Curiam.
	Tax & entry (paid) 2.00	
	Bro. Greeley 2.25	
	Atty 3.00	
		Judgment
		Jp. 115.
		D. L. Greeley, Prothy

FEBRUARY TERM, 1925

Albert L. Thomas
Fred L. Kiebort
&
Russell Syracuse
vs.
Marian Syracuse
Issued Feb. 2, 1925

Tax & writ (Atty's fee paid)	2.00
Shff. Gutshall	1.85
Shff. Gutshall-alias	1.85
Shff. Gutshall-proc	6.25
W. J. McClintock, Master,	

Subpoena in Divorce

And now, February 2, 1925 Subpoena awarded, Returnable to First Monday of April, 1925.

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

Subpoena rec'd. The within named Marian Syracuse not found in my bailiwick. So answers H.B. Gutshall, Shff.

April 6, 1925, Alias subpoena in divorce issued, returnable to the Second Monday of May, 1925.

Alias Subpoena returned May 11, 1925, The within named Marian Syracuse not found in my bailiwick. So ans. H.B. Gutshall, Shff.

May 11, 1925 Order for Sheriff's proclamation issued returnable to first Monday of July next.

And now, July 6, 1925, 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, thereof, as per copy of said proclamation and proof of publication hereto attached. So answers, H.B. Gutshall, Shff.

And now, July 6, 1925, W. J. McClintock, Esq. is appointed Master. (See paper filed) Com. issued. By Hon. Thos. J. Strather, P.J.

Leland J. Culbertson
Stuart R. Culbertson
81

W. H. Mumford Petitioner
vs.
Lila Elizabeth Smith
and L. O. Smith, her
husband, Respondents.
Entered Feb. 2, 1925

Geo. Greeley # 5.00
Shff. Cutshall 3.50

Rule to bring ejectment for two pieces of land in North Shenango Township, one of them containing 65 acres and 135 perches, and the other 100 acres, more or less.

And now, to wit, February 2, 1925, upon hearing the within petition, and after investigation and testimony taken, upon due proof of the allegations set forth in the aforesaid petition having been made [to] the satisfaction of the court, - a Rule is hereby granted upon the said Lila Elizabeth Smith and L. O. Smith, her husband, and all other persons unknown claiming the within described real estate, by, through, or under them, to bring, his her or their action of ejectment for the recovery of the aforesaid described premises within six months of the date of the service of this rule, upon them or any of them, or show cause why the same cannot be brought. And it is further ordered and decreed that the service of the said rule may be made upon the parties respondent by registered mail, unless personal service may be had. Returnable to the first Monday of July, 1925.

(See petition filed) Per Curiam.

Feb. 2, 1925. Rule issued.

Rule returned: Served the within Rule on Lila Elizabeth Smith and L. O. Smith, by registered letter on March 17, 1925, by sending to each of them a true and attested copy of the within rule, receipts of same hereby attached. So answers H. B. Cutshall, Shff.

Final Decree: And now, July 6, 1925 upon consideration of the petition heretofore filed, in the above stated matter, and it being shown that a due and proper service by registered mail has been made by the Sheriff of Crawford County, as shown by the return of the said Sheriff filed at the above number and term, and it further appearing that neither the said Lila Elizabeth Smith nor L. O. Smith, her husband, or any person claiming under them have entered an appearance or brought any action of ejectment for the recovery of the premises described in the petition heretofore filed in this case.

It is therefore ordered, adjudged and decreed, that the said Lila Elizabeth Smith and L. O. Smith, her husband, and all other persons claiming under the said Lila Elizabeth Smith and L. O. Smith, her husband, by reason of the agreement of sale entered into by the said George W. Alexander and the said Lila Elizabeth and L. O. Smith, her husband, dated March 10, 1920, recorded among Crawford County records in

(See Margin)

Agreement Book G. page 671, - shall be and are hereby forever barred from claiming, or enjoying any apparent interest, title, claim, demand or possession in the said real estate described in the petition filed in this case. By the Court. (See paper filed)

FEBRUARY TERM, 1925

John D. Spencer 82	Petition of J.W. Reech and Almeda Reech, his wife, for the adoption of Oliver E. Hunt, Casper D. Hunt and Reuben A. Hunt, minor children of said Almeda Reech by former marriage Entered Feb. 2, 1925 # Spr. Greeley 3.00	Feb. 2, 1925, Petition presented in open Court and filed Decree: And now, February 2, 1925, upon consideration of the foregoing petition, the Court being satisfied that the welfare of the said minors Oliver E., Casper D., and Reuben A. Hunt, will be promoted by the adoption prayed for in said petition, and the consent of the mother, Mrs. Almeda Reech, having been given thereto, as shown by the said mother joining in the foregoing petition, and it appearing that the father, W.W. Hunt, had deserted said minors, and his address at present not being known, does hereby order and decree that the said Oliver E., Casper D., and Reuben A. Hunt shall have all the rights and be subject to all the duties of children and heirs, of the said petitioners J.W. Reech and Almeda Reech, is wife, equally with any other child or children they may have, in accordance with the provisions of the act of Assembly in such cases made and provided. By the Court. (See petition) (Sgd) Thos. J. Grather, P.J. Feb. 2, 1925, Certified copy of decree issued.

Leland J. Culbertson
83

Petition for Dissolution of The Adamsville Dairy Products Company, Incorporated. Entered Feb. 2, 1925
Pro. Greeley 5-21-25# paid 5.00

Feb. 2, 1925 Petition and affidavits presented in open Court and filed.
And now, to wit on the 2d day of February, 1925 the foregoing petition having been presented and filed in open Court, upon consideration thereof, it is ordered that the said petition be heard on the 2d day of March, 1925, at 10 o'clock A.M. and that notice of the time and place of such hearing be given for publication in two newspapers printed in the County of Crawford, once a week for three weeks in each of said papers. Per Curiam.
And now, March 2, 1925 the return day for petition heretofore presented is extended to the first Monday of April, 1925. (See paper filed) Per Curiam.
And now, April 6, 1925, Return day extended to first Monday of May next. Per Curiam. (See paper filed)
May 4, 1925, Certificate of Auditor General, State Treasurer and Attorney General as to payment of State Taxes; Proofs of Publication of notice, etc., filed.
Decree: And now, May 4, 1925, the said petition having been presented and read, and it appearing from affidavits filed that according to the order of this Court heretofore made, notice of said petition and application has been made and given by publication in two newspapers published in the County in which the principal operations of the corporation are conducted as well as the county in which the principal office is located, and it further appearing from the certificate of the Auditor General, State Treasurer and Attorney General duly filed, that the said petitioner has paid all taxes due by it to the Commonwealth of Pennsylvania, and the Court being satisfied that the prayer of the said petitioner may be granted without prejudice to the welfare or interests of the stockholders,- it is ordered, adjudged and decreed that the said corporation, The Adamsville Dairy Products Company, be and the same is hereby dissolved, and that all and singular its franchises, privileges and powers, be and are hereby extinguished forever: Provided, that this decree shall not go into effect until a certified copy thereof be filed and recorded in the office of the Secretary of the Commonwealth. Per Curiam. (See paper filed)

FEBRUARY TERM, 1925

Arthur R. Thompson
Sft

L. Luella Leet
vs.
Fred R. Leet
Issued Feb. 2, 1925

Tax & writ (Atty's pd	2.00
Shff. Butshall, pd	12.20
Geo. Eldred, Master pd	25.00
Geo. Greeley, Atty	7.75
	3.00

May 23 1925 Rec'd of pltff by atty Seven and 75/100 dollars my costs
V. L. Greeley Pro

Subpoena in Divorce.
Now, February 2, 1925, Subpoena awarded as prayed for, returnable the first Monday in April, 1925.
(Signed) Thos. J. Brather, P.J.

Subpoena returned: Served the within subpoena in divorce, February 6, 1925, upon Fred R. Leet, whom I personally know to be the respondent within named, at 123 Main Street in the City of Bradford McKean County, Penna, by making known to him the contents thereof, and by handing him a true and attested copy of same.
So answers: L.M. Barton, Sheriff

And now, March 16, 1925, Geo. Eldred, Esq., is appointed Master to take testimony in above case. Per Curiam (See paper filed)
Same day, Commission issued.

April 24, 1925 Testimony and report of Master filed.
On Argument List for May Term, 1925, No. 29.

July 11, 1925, After due consideration, a divorce is decreed as prayed and pr. cost of respondent. Per Curiam.

Decree. And now, to-wit, July 11, 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 L. Luella Leet be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said L. Luella Leet, the libellant, and the said Fred R. Leet 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
85

Irene Bulow
vs.
Luella M. Meeker, Administratrix of the estate of Herndn Meeker, late of Venango Borough, Pa., deceased.
Issued Feb. 3, 1925

	#
Tax & writ (Plff. pd)	2.00
Shff. Gutshall	4.90
Pro's. 3-25-25 paid	.50

Summons in Assumpsit, Returnable to First Monday of March next. M. page 241.

Writ returned: Served the within summons on the within named Luella M. Meeker, administratrix on Feb. 5, 1925 by handing to her a true and attested copy of the summons, and making known to her the contents thereof.

So answers, H.B. Gutshall, Shff.

March 25, 1925, The above case is settled, and the Prothy. is hereby directed to mark the same discontinued of records.

Roy S. Peters Atty for Plff.

FEBRUARY TERM, 1925

86	Venire for the First Monday of March, 1925. Issued Feb. 4, 1925 Gro. Greeley 1.75	Venire to draw and summon 50 persons to be Traverse Jurors for the Court of Common Pleas to be held on the First Monday of March, 1925.

FEBRUARY TERM, 1925

Otto Kohler 2/24/25

87

John D. Spencer

A. A. W. Bennett

vs

John Tyuchan

Entered Feb. 4, 1925

Tax & entry (paid by Deft. Atty) 1.50
Costs on Trans. (pd by Pff.) 11.38
Pro. Greeley 3.25

Appeal by Deft. from Judgment of A. L. Boynton, Alderman.

Feb. 24, 1925, Statement of claim filed and service accepted by Depts. Atty.

March 9, 1925 Affidavit of defense in the nature of a Demurrer, filed

On Argt. List for Sep. Term, 1925, No. 9.
On Argt. List for Nov. Term, 1925, No. 22.
On Argt. List for Feb. Term, 1926, No. 5
Feb. 24, 1926 Argued C.A.V.
On Trial List for 1st Mon. Mar. 1926 at No. 17
"Improperly on the list."

Now, April 5, 1926, declaration filed in this case is ordered stricken from the record. Per Curiam (See opinion filed)

May 25, 1926. Leave granted plff. to file new statement of claim. Per Curiam (See paper filed)

Same day, New Statement of claim filed.

May 26, 1926, Plffs atty makes affidavit of service of ~~Statement of claim~~ on Depts. Atty.

And now, June 7, 1926, Rule granted to show cause why Plffs Second Statement of claim should not be stricken off, returnable the first Monday of July, 1926. Per Curiam. (See paper filed)

FEBRUARY TERM, 1925

88	In re Annual Report of the County Auditors for the fiscal year ending at 12 Oclock noon on the First Monday of January, 1925. Entered Feb. 5, 1925 Pro. Greeley 1.00	Feb. 5, 1925. Auditors report filed in open Court, and confirmed nisi. Per Curiam.

FEBRUARY TERM, 1925

A. M. Fenner

89

Petition of Wesley Gehr

for

the adoption of Anna Oates, an adult person, as his child and heir

Entered Feb. 5, 1925

Pro. Greeley (Atty pd) $3.00

Feb. 5, 1925 Petition with consent of Anna Oates and her husband, Ira J. Oates annexed, presented in open Court and filed.

Decree: And now, February 5, 1925, On hearing the foregoing petition and the accompanying declarations and consents, and after due consideration thereof, the prayer of the petitioner is approved and granted; And it is ordered and decreed that the said Anna Oates shall have all the rights and be subject to all the duties of a child and heir of the said Wesley Gehr the petitioner; and the said Wesley Gehr shall have all the rights and be subject to all the duties of a parent of the said Anna Oates as fully and to all intents and purposes as if she the said Anna Oates had been a lawful child of him the said Wesley Gehr.

Per Curiam

(Signed) Thos. J. Grather,
President Judge

(See petition filed)

Feb. 5, 1925. Certified copy of decree issued.

FEBRUARY TERM, 1925

Thomas v Thomas 2/10/25.	J. S. Hotchkiss & Bro. bd., vs. A. Faggio Meadville Macaroni Co. Entered Feb 6, 1925 Tax & entry (paid by Defts. Atty) 1.50 Costs on Trans (pd by Pl'ff) 7.90	Appeal by Defts. from Judgment of James D. Roberts, Alderman February 24, 1926. Plaintiffs statement of claim filed.
Wesley B. Best		

Otto Kohler

vs

Leland J. Culbertson
Stuart A. Culbertson

Bureau of National Literature

vs

Joseph Lobue

Entered Feb. 6, 1925

Tax & entry (Atty pd)	1.50
Costs on Trans.	5.30
Pro. Greeley,	5.25
Atty,	3.00
Sat & abstract	.50

Appeal by Deft. from Judgment of F. A. Boswell, Esq., Alderman.

Feb. 20, 1925, Statement of claim and service by copy accepted by Defts. Attorney.

And now, March 5, 1925, On motion in open Court, rule to show cause granted why plaintiff should not file security for costs; returnable first Monday of April next. And it is further ordered that the defendant shall not be required to file an affidavit of defense until fifteen days after the determination of this rule, or the security being entered for costs. Per Curiam. (See paper filed)

April 20, 1925. Leave granted Otto Kohler, Esq., to become surety on bond

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

April 20, 1925. Bond of Plaintiff as security for costs, with Otto Kohler, Esq., as surety, in the sum of $100.00, approved by Hon. Thos. J. Grather, P. J. and filed.

April 20, 1925. Proof of notice to Defts. Attys of filing bond for costs filed.

April 29, 1925. Affidavit of defense filed.

And now, April 29, 1925, Plaintiff by attorney enters a rule for judgment for want of a sufficient Affidavit of defense.
(See Rule Doc. 12, page 605.)

On Argt. List for May Term, 1925, No. 6 May 26, 1925, Argued C.A.V.

Now, August 3, 1925, rule for judgment for want of a sufficient affidavit of defense is made absolute.
(See opinion filed) Per Curiam.

Now, Aug. 3, 1925, after opinion filed, comes the plaintiff by attorney and enters judgment against defendant, and liquidates the same at the sum of One hundred six Dollars and forty cents, with interest from date, and costs of suit.
(See Rule Doc. 12, page 607)

Debt	$ 106.40
Int. from Aug. 3, 1925	

L. p. Judgment

V. L. Greeley, Prothy.

Now, Aug. 11, 1925, received satisfaction in full of debt and interest, also all costs except $1.50 paid by atty.

Otto Kohler
Atty

Aug 11 1925 Rec'd of Otto Kohler atty Eleven and 05/100 dollars Costs on Transcript and Prothy costs

V. L. Greeley

Aug 11 1925 Rec'd of Pro Greeley Costs on Transcript Five and 30/100 Dollars being for Alderman Boswell 4.60
Constable Kelsey .70
Total $5.30

F. A. Boswell
Alderman.

FEBRUARY TERM, 1925

Otto Kohler
92

Edith Gross
vs
E. L. Kress, Gertrude Kress, Arthur C. Kress, Wilbur J. Kress, and Hattie D. Ross
Entered Feb. 6, 1925

Geo. Greeley, Dep'ts. pd $ 2.25
Atty (pd to Atty) 3.00

Of No. 231 May Term, 1919.
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 thousand Dollars, being the amount of debt, interest and costs now due on the original judgment. #

Debt # 1050.00
Including $50.00 Atty Com.
Int. from Jan. 7, 1925

Judgment.
Vs. Greeley, Prothy

K. Jud. 121 & 117
D. 48:190

Received satisfaction in full of this Judgment by check to order of Edith Gross, plaintiff.

Otto Kohler
Atty for Plff

Donald C. Thompson

93

Atlantic Cash Wholesail Grocery Company by Vincent Sepicelli
vs
W. Lupher and
Mrs. W. Lupher, otherwise Naomi Lupher
Entered Feb. 6, 1925
#

Jay Tentry (pd by Dft.)		1.50
Costs on Transcript (pd by Plff) 1-26-28		6.50
Geo. Greeley	pd	2.50
Atty		3.00
Sat	pd	.25

Appeal by Defts. from Judgment of F. A. Bostedt, Alderman.
Feb. 20, 1925. Statement of claim filed and copy of same served on Defts. See affidavit on Statement
And now, March 27, 1925, comes the plaintiff by its attorney, Donald C. Thompson, Esq., and enters judgment against the defendants, Walter Lupher and Mrs. W. Lupher, otherwise known as Naomi Lupher, and in favor of the plaintiff, the Atlantic Cash Wholesale Grocery Co., for want of an affidavit of defense, and liquidates the same at the sum of Fifty-four Dollars and Fifty-two cents, with costs of suit (See Rule Doc 12, page 604)
Debt #54.52
Int. from March 27, 1925.
Judgment
L.fr. 158-158. W. Greeley, Prothy.

And now, to-wit: Jany. 26, 1928, this judgment having been heretofore paid in full, debt, interest and costs, I now direct the Prothonotary to mark same satisfied of record.
Donald C. Thompson,
atty. for plff.

FEBRUARY TERM, 1925

94	F. M. Fleming vs. George Bunn Entered Feb. 7, 1925 Tax & entry (Sept. 2d) 1.50 Costs on Trans. J.P. Const. 4.75	Appeal by Defts. from Judgment of H. L. Boynton, Alderman.

95	Keystone Motor Sales Co., by D.D. Kirkpatrick, Agent, vs. M. G. Wilcox Entered Feb. 7, 1925 Tax & entry (Pd by Dft) 1.50 boots on jams	Appeal by Dft. from judgment of F. A. Gowell, Esq., Alderman

John O Walter Jas McClintock 6-4-25

96

June 4 1930 Rec'd of Dft Eleven and 15/100 Dollars unpaid costs and Sat V. L. Greeley Pro

June 4 1930 Rec'd of Pro Greeley Two and 40/100 Dollars my costs June 4. 1930 Rec'd from Pro. Greeley $2.40 my costs
H H Critchfield

accordance with the order of Court of Dec. 5, 1927; and same liquidated at the sum of One hundred eighty-three Dollars and sixty-five cents; with costs of suit. (See paper filed)
Debt $183.65
Int. from Dec 7, 1927
Judgment.
V. L. Greeley, Prothy.

Mc 1p. 132.

June 4, 1930 Received satisfaction of the within judgment, debt, interest & costs and I direct the Prothonotary to mark the same satisfied of record —
Walter Jas McClintock
Atty for Plaintiff

L. H. Glover, to the use of
The American Railway Express Company
vs
b. b. McLean.
Entered Feb. 9, 1925

	#
Tax + entry (pd by Dft)	1.50
Costs on Ifans (pd by Dft)	6.70
Shff. Critchfield	2.40
Pro. Greeley,	8.50
Atty,	3.00
Sat	.25

Appeal by Deft. from Judgment of H. E. Boynton, Alderman.
June 19, 1925. Plffs. statement of claim filed, and copy certified.
June 20, 1925, copy of Statement of claim served on deft. (See Sheriff's return on orig.)
July 3, 1925, Affidavit of defense filed, and copy served on plaintiffs attys.
And now, July 6, 1925, On motion in open court, the name of the plaintiff in this case is hereby amended and changed to "L. H. Glover, to the use of American Railway Express Company" And the title of said case is hereby amended so as to read "L. H. Glover to the use of American Railway Express Company, vs. b. b. McLean, nunc pro tunc as of the date of the commencement of said action. By the Court.
(See paper filed)
Now, July 6, 1925, On motion in open court, rule granted upon defendant to show cause why his counter statement of claim should not be stricken off; returnable the first Monday of August next. By the Court. (See paper filed)
And now, July 6, 1925, On motion in open court, rule granted upon defendant to show cause why judgment should not be entered for want of a sufficient affidavit of defense; returnable to first Monday of August next. By the Court.
(See paper filed)
On Argt. List for Sept. Term, 1925, No. 5
Sept. 7, 1926. Opinion of Wm. M. Parker, President Judge, 28th Judicial District, Specially Presiding, filed.
"The rule to show cause granted upon the motion for judgment for want of a sufficient affidavit of defense, is discharged."
"The rule to show cause why the defendants set off and Counter claim should not be stricken off, is made absolute."
(See opinion filed) By the Court.
On Trial List for 1st Monday of Oct. 1926, No. 13. Oct. 4, 1926, Contd.
Oct. 4, 1926 Amendment to Statement of claim allowed by the Court and filed. Copy certified for service.
And now, Feb. 7, 1927, rule is hereby granted on the defendant to show cause why judgment should not be entered for want of a sufficient affidavit of defense in the within case, returnable to fourth Monday of February, 1927. Per Curiam.
(See paper filed)
On Argt. List for Feb. Term, 1927, No. 3. Feb. 28, 1927. "To be certified."
Now, Dec 5, 1927, Rule absolute. Per Curiam. (See paper filed)
And now, Dec 7, 1927, On motion of Plffs. Attys, judgment is entered in favor of plaintiff and against defendant in

Contd on margin.

J. A. Boland 1	Erma Teressa Wilson vs. Merle A. Wilson Issued Feb. 9, 1925. Tax & writ 2.00 Shff. Kutshall 6.85 John Schuler, Master	Subpoena in Divorce And now, Feb. 9, 1925, Subpoena awarded, returnable to the first Monday of April, 1925. (Signed) Thos. J. Brather, P.J. Subpoena returned. Served the within Subpoena in Divorce on the Respondent personally on the 18th day of Feb. 1925, 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. Kutshall, Sheriff And now, April 6, 1925, John Schuler Esqr. is appointed Master. (Signed) Thos. J. Brather, P.J. (See paper filed) Copy issued

J. W. Smith

2

Petition of
Percy R. Hyde and
Kathryn Morton Hyde
his wife
for
the Adoption of
Mary Katheryn Davis
Entered Feb. 9, 1925

Pro. Speeley (pd Feb 11/25) # 3.00

Feb. 9, 1925. Petition with consent of David Davis, surviving parent, and affidavits annexed, presented in open court and filed.

Decree.

And now, February 9, 1925, upon consideration of the foregoing petition, it appearing to the Court that the surviving parent of the said Mary Katheryn Davis has consented to the adoption prayed for, and the Court being satisfied that the welfare of the said Mary Katheryn Davis will be promoted by said adoption, it is, on motion of J. W. Smith, Esq., ordered and decreed that the prayer of said petition be granted, and that the said Mary Katheryn Davis shall have all the rights of a child and heir of the said Percy R. Hyde and Katheryn M. Hyde, and be subject to the duties of such child.

(See petition filed)

Per Curiam.

Feb. 9, 1925. Certified copy of decree issued.

3

Petition of Jeannette Wilcox Hood, Register and Recorder for new sets of Mortgage and Deed Indices.
Entered Feb. 9, 1925
Gro. Greeley, # 3.75

Order of Court.

And now, February 9, 1925, Upon consideration of the within petition, Roy S. Peters, Esq. B. B. Bickett, Esq., and Otto Kohler, Esq., are hereby appointed a committee to inquire and report— 1st- As to the necessity for the said change. 2d- If necessary to make such recommendations and suggestions as they deem advisable as to the proposed new system and time from which such indexes shall be transcribed.

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

Feb. 26, 1925, Resignation of Otto Kohler, Esq. as a member of Committee, filed.

And now, Feb. 26, 1925, Resignation accepted, and Fred B. Kiebort, Esq., appointed. (Signed) Thos. J. Grather, P. J.

Nov. 2, 1925, Report of Committee presented in open Court and ordered filed.

And now, to wit, December 9, 1925, upon further consideration of the within report, it appearing to the Court that new indexes for deeds and mortgages are necessary for the office of Recorder of Deeds of Crawford County, it is now ordered, adjudged and decreed that the County Commissioners of Crawford County be and they are hereby authorized and directed to provide for the office of the said Recorder of Deeds, twelve indexes for grantors and twelve adsectum for grantees, and a like number of indexes for Mortagors and Mortgagees, and to enter into a contract with the Cott Printing and Index Company to furnish the same, said indexes to be loose-leaf, and what is known as the "Cott-Co. Universal System", and to be in accordance with the recommendations contained in said report. Per Curiam. (See paper attached to report.)

Leland J. Culbertson
Stuart R. Culbertson
vs

James Smith
vs
Louise Smith
Issued Feb. 10, 1925

Tax & writ (Atty's pd)	2.00
Shff. Gutshall	1.85
Shff. Gutshall-alias	1.85
Shff. Gutshall-proc.	6.25
A.M. Tenner, Master, (pd)	25.00
Pro. Greeley	9.75
Atty	3.00

May 21 1925 Rec'd of Pelf by atty Nineteen and 75/100 Dollars Shff & Proctys Costs
V. L. Greeley Pro

and now May 21-1925 Rec'd of Pro Greeley Nine & 95/100 Dollars
My Costs
H B Gutshall
O.H.P. Sheriff

Subpoena in Divorce Returnable to First Monday of March next.

And now, Jan. 31, 1925, subpoena awarded

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

Subpoena returned March 2, 1925. The within named Louise Smith not found in my bailiwick. So answers H.B. Gutshall, Shff.

March 4, 1925. Alias subpoena in divorce issued, returnable to first Monday in April next.

Alias subpoena returned: April 6, 1925, the within named Louise Smith not found in my bailiwick. So answers,
H B Gutshall, Sheriff.

April 11, 1925, Order for proclamation issued returnable to next term.

And now, May 11, 1925, Made proclamation in the above entitled case according to law, and caused the same to be published in the Somerset Lake Breeze, 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, May 11, 1925 A.M. Tenner, Esq., is appointed Master in this case. By Hon Thomas J. Brather, P.J.
(See paper filed) Commission issued.

May 15, 1925, Testimony and report of Master filed.

On Argument List for May Term, 1925, No. 30.

July 11, 1925, After due consideration, a divorce be decreed as prayed. Per Curiam.

Decree And now, to-wit July 11, 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 James Smith be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him, the said James Smith, the libellant, and the said Louise 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

C Thomas & Thomas

5

Samuel D. Powell who was assignee of Dessie M. Powell

vs.

David E. Binns and Charles D. Bellows, mortgagors and Elizabeth Smrt, real owner.

Issued Feb. 10, 1925 #

Tax & writ (Pffs. paid)	2.25
Rec. Hood	.50
Shff. Leitshall	9.20
Shff. Leitshall on al.	2.40
Pro. Greeley,	3.50
Atty.	3.00

Sci. Facias sur Mortgage recorded in Mortgage Book 126, page 70; Returnable to First Monday of March next.

Feb. 10, 1925, Affidavit as to title to land filed.

Writ retd: Served the within Sci. Fa. sur Mortgage on David E. Binns on Feb. 21, 1925; also served on Charles D. Bellows on Feb. 18, 1925, by handing to each of them a true and attested copy of the within writ, and making contents of same known to them. Nihil habet as to Elizabeth Smrt. Posted a true and attested copy on the premises Feb. 18, 1925.

So answers N.B. Leitshall, Shff.

March 6, 1925, Alias Sci. Fa. issued as to Elizabeth Smrt, returnable to 1st Monday of April next.

Alias writ returned April 6, 1925: Nihil habet as to Elizabeth Smrt.

So answers N.B. Leitshall, Sheriff.

And now, April 10, 1925, On motion of plaintiffs attorneys, judgment is entered in the above case in favor of plaintiff and against defendants for want of an appearance and affidavit of defense; and same liquidated at the sum of Three hundred forty-one and 70/100 Dollars, with costs. (See paper filed)

Debt # 341.70

Int. from April 10, 1925

Bi. 186+174; Sm. 235. Judgment

V.L. Greeley, Prothy.

Lev. Fac. to No. 51 May Term, 1925.

MAY TERM, 1925

W. J. Sirdevan 6	✓ LeRoy Joseph Jansen vs. ✓ Grace Elizabeth Jansen Issued Feb. 10, 1925 Jay Twirk (Atty paid) 2.00 Shff. Cutshall 1.85	Subpoena in Divorce And now, February 11, 1925, subpoena awarded, Returnable First Monday of April, 1925. (Signed) Thos. J. Brother P.J. Subpoena retd: April 6, 1925 the within named Grace Elizabeth Jensen not found in my bailiwick. So answers A.B. Cutshall, Sheriff

7

Lincoln Henderson
vs
George Boyle
Entered Feb 11, 1925

Pro. Greeley (Deft. pd) $2.25

Of No. 148 February Term, 1920
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 of 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.
Dated Feb. 11, 1925.
Debt $100.00
Int. from Feb. 17, 1925.
Bs. page 122. Judgment.
V. L. Greeley, Pro.
Jan. 18, 1930 Amicable Sci. Fa. to No. 125 Feb. Term, 1930

Thomas & Thomas v
&

Helen Gepner
vs
Frank Petrillo
Issued Feb. 13, 1925

	$
Tax & writ (Atty paid)	2.00
Shff. Marshall	5.50
Pro Greeley	2.00
H. J. Phelps, witness	2.00
Docket	3.00
	$14.50

Jany 5, 1926, received of defendant $14.50, cts in this case.
V. L. Greeley Pro

Jany 5, 1926, received of V. L. Greely, Pro, $7, being entry fee, witness fee & docket.
Thomas & Thomas
atty.

Jan 5-1926 Rec'd of Pro. Greeley Five & 50/100 Dollars
In Full Costs H B Cutshall
O.K.P. Sheriff

Capias ad Respondendum in Trespass, Returnable to First Monday of March next. Bail required $500.00
Feb. 13, 1925, Affidavit to hold to bail filed.
Feb. 13, 1925, Plaintiffs statement of claim filed, and copy certified to Sheriff.
Feb. 26, 1925, Affidavit of defense filed.
Writ retd: Served the within capias on the within named Frank Petrillo, on Feb 14, 1925 by handing to him a true and attested copy of the within capias and making contents known to him. Said deft. gave bond in the sum of $500, which is hereto attached
So answers H B Cutshall Shff
On Trial List for 1st Monday of Jan. 1926. No 14
Jany. 5th 1926 For a valuable consideration to me in hand paid by Frank Petrillo I hereby forever release and relinquish him from any and all liability for damages to myself or any other person by reason of the alleged automobile accident which occurred on Terrace Street, Meadville, Pa. on or about Dec. 15th 1924 and this case is hereby settled and discontinued of record, and I hereby represent that I am past twenty-one years of age.
Helen Gepner.

Thomas & Thomas
9

Ferris Brothers
vs.
Elizabeth Bares
Entered Feb. 19, 1925
#
Tax & Pro. (pd by Plff) 3.00
Atty 3.00

Amicable Action of Ejectment for the premises, to wit: Four rooms and bath and the use of rear stairway on second floor of building situate at 968½ Water Street, in the Fourth Ward of the City of Meadville, demised by plaintiffs to defendants, February 1, 1925.

Feb. 19, 1925, Amicable Action, Confession of Judgment, Copy of Lease, and affidavit, with praecipe for Hab. Fac. Poss. with clause of Fi. Fa., — filed.

"It is hereby agreed that the above action be entered, as if a summons had been regularly issued out of said Court, at the suit of the plaintiffs against the defendant on a certain lease which is hereto attached, and had been served according to law, and so returned by the Sheriff; and that judgment be entered therein for the plaintiffs, without any stay of execution, or appeal, or writ of error, or objection or exception."

"This judgment in ejectment for the premises, is entered upon and by virtue of default of the said tenant, Elizabeth Bares, in the violation or breach of the covenant in said lease, whereby she covenanted and agreed that she would not sub-let the whole or any portion of said premises; but in violation thereof she has sub-let to one Ernestine Krausslach, three of the said rooms, whereby the said lease has absolutely ceased and determined, which absolute ceasing and determination of the said lease, the said lessors hereby declare and aver."

6 pages 285.

Judgment
V. L. Greeley, Prothy.

Hab. Fac. Poss., with clause of Fi Fa. for costs, to No. 10 May Tr., 1925

MAY TERM, 1925

Otto Kohler
vs
John Frisina

Received Nov. 12. 1925
Six dollars, my docket fees. Otto Kohler

John Frisina
vs
Philip Ferraro -
(Felippe Ferraro)
Entered Feb. 19, 1925

Pro. Greeley (pd by Plff)	$ 2.25
Atty	3.00
Atty Kohler on orig.	3.00

Of No. 269 May Term, 1919.
Amicable Scire Facias on Judgment.
It is agreed that the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said county, and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Five hundred and twenty-five Dollars, with interest from July 16 1924.

Debt	$ 525.00
Int. from July 16, 1924	
Attys Com. included	25.00

Judgment.
W. Greeley, Prothy

J. Vol. 126-121

Nov 12 1925 Rec'd satisfaction in full debt interest and costs on above judgment
John Frisina.
by Mary Frisina daughter

Nov. 13, 1925, Satisfaction piece filed, signed by John Frisina, by mark, and signature witnessed by Mrs. Sadie Odds & Wm. Scinto.

Otto Kohler ✓ "	Listers Agricultural Chemicdl Works vs Seymour Hood Issded Feb 20, 1925 Tax & writ (Atty pd) # 2.00 Shff. Cutshall 7.50 Pro. Greeley 2.50 Atty 3.00	Summons in Assumpsit, Returnable to First Monday of March next. Feb. 20, 1925, Affidavit that plffs claim exceeds $300.00, filed. Feb. 20, 1925, Statement of claim filed. Writ returned: Served the within summons together with plaintiffs statement of claim, on the within named Seymour Hood, on Feb. 20, 1925, by handing to him a true and attested copy of each, and making known to him the contents thereof. So answers H.B. Cutshall, Shff. And now, Aug. 12, 1925 upon praecipe of plaintiffs attorney, judgment is entered against defendant, in favor of plaintiff, for default of an affidavit of defense, and same is liquidated at the sum of Three hundred eighteen and 79/100 Dollars, with costs of suit. (See paper filed) Debt # 318.79 Int. from Aug. 12, 1925 Judgment W.L. Greeley, Pro. No. T. 114.

Leland J. Culbertson Stuart A. Culbertson 12	Arthur J. Thomas vs Nellie Morrow, Issued Feb. 20, 1925 Jax & Pro. (Plff. paid) $3.00 Shff. Cutshall 4.70	Replevin for One Ruby ring valued at $7.50, One trunk at $9.00, One cedar chest at $20.00, One washing machine at $10.00, one camara at $3.00, one big ben alarm clock at $2.00, one wrist watch at $15.00, part of a chest of silver ware at $8.50, one piano lamp at $25.00, and one diamond ring at $75.00, Returnable to first Monday of March next Feb. 20, 1925 Appidavit as to value of property filed. Feb. 20, 1925, Bond of A. H. Wagner and Guy Grove, as plaintiffs bond in replevin, in the sum of $350.00, approved by Prothonotary and filed. Writ returned Served the within replevin on the within named Nellie Morrow on Feb. 20, 1925, by handing to her a true and attested copy of the within replevin, at her residence No. 30 Mead Av. Meadville, Pa., and making contents of same known to her. The defendant failing to give bond in seventy-two hours, as required by law, the following items were delivered to plaintiff on Feb. 20, 1925:- One trunk, one cedar chest one washing machine, one clock, One piano lamp. The balance of goods and chattels. not found by Sheriff. So answers. H. B. Cutshall, Sheriff

Weslie B. Best 13	— Agnes Leslie vs — James F. Leslie Issued Feb. 20, 1925 Jay & Wick (Atty pd) # 2.00 Shff. Kutshall 2.85 John C. Spencer, Master,	Subpoena in Divorce And now, Feb. 20, 1925 subpoena awarded Returnable to first Monday of April next. (Signed) Thos. J. Brother, P.J. Subpoena returned: Served the within Subpoena in Divorce on the Respondent personally, on the 20th day of February, 1925 by delivering to him a true and attested copy of the same, and making known to him the contents thereof, as appears from affidavit as above. So answers, H. B. Kutshall, Shff. And now, April 7, 1925, John C. Spencer, Esqr., is appointed Master in this case. (Signed) Thos. J. Brother, P.J. (See paper filed) Com. issued.

Arthur L. Knapp 14	Petition of Henry E. Waring and Frances Waring, husband and wife, for the Adoption of Mary Barbara Braik (an adult person) as their Child and Heir. Entered Feb. 23, 1925 # Pro. Greeley (paid) 3.00	Feb. 23, 1925. Petition with consent of Mary Barbara Braik annexed, presented to Hon. Thos. J. Brather, P. J., and filed. Decree: Now, February 23, 1925, On hearing the foregoing petition and accompanying agreement and consent the Court orders and decrees that the said Mary Barbara Braik shall hereafter have all the rights and be subject to all the duties of a child and heir of the said Henry E. Waring and Frances Waring, Petitioners. And the said Henry E. Waring and Frances Waring shall have all the rights and be subject to all duties of parents of the said Mary Barbara Braik, as fully to all intents and purposes, as if the said Mary Barbara Braik had been born the lawful child of your petitioners herein. And that the person so adopted shall take the name to be known as Mary B. Waring. Per Curiam. (Signed) Thos. J. Brather, P. J. (See paper filed) Feb. 23, 1925, Certified copy of decree issued.

J. W. Smith

15

Petitions of Homer Douglass and Lottie Douglas his wife, and of Edith Douglass, for the Adoption of Frank William Douglass, a minor, as child and heir.
Entered Feb. 23, 1925
Pro. Speeley (paid) $ 3.00

Feb. 23, 1925 Petitions and supporting affidavits presented in open Court and filed.

Decree: And now, February 23, 1925, upon consideration of the foregoing petition, it appearing to the Court that the surviving parent of the said Frank William Douglass has consented to and petitioned for the adoption prayed for, and the Court being satisfied that the welfare of the said Frank William Douglass will be promoted by said adoption, it is ordered and decreed that the prayer of the said petition be granted, and that the said Frank William Douglass shall have all the rights of a child and heir of the said Homer Douglass and Lottie Douglass, his wife, and be subject to the duties of such child. Per Curiam.
(See paper filed) (Signed) Thos. J. Brather, P.J.
Feb. 23, 1925, Certified copy of decree issued.

Francis J McClintock
16.

Willey Patchen
vs.
Archie L Patchen
Issued Feb. 23, 1925

Tax & writ (pd by Atty)	$ 2.00
Shff. C. Birchall	1.00
John McIntyre on Sub (Paid in Cash)	1.20
N. O. Morrow, Master (pd)	---
Pro. Greeley	7.85
atty	3.00

April 3, 1926 Rec'd of Libellants atty $8.85 being Shff. Birchall $1.00 & Pro. Greeley $7.85
V. L. Greeley, Pro

April 3, 1926
Received from Pro Greely $1.00 my costs
H. B. Birchall, Shff

Subpoena in Divorce
And now, Feb. 23, 1925, subpoena awarded as prayed for returnable the first Monday of April next
(Signed) Thos. J. Brother, P. J.

Subpoena paid: Served a true and correct copy of this subpoena in divorce upon Archie L. Patchen, at Union City, Erie County on March 3, 1925, by handing to him personally a true, correct and attested copy thereof, and producing the original thereof to him and explaining the contents thereof to him.
So answers John McIntyre, Constable
of Second Ward, Boro. of Union City, Erie Co. Pa.
(See affidavit on subpoena)

Now, April 6, 1925 N. O. Morrow Esq. is appointed Master to take testimony in above stated case, and make report thereon to the Court according to law
(Signed) Thos. J. Brother, P. J.

Commission issued. (See paper filed)

March 13, 1926, Testimony and report of Master filed.
On Arg. List for May Term, 1926. No. 13.

July 6, 1926, After due consideration a divorce is decreed as prayed and at cost of respondent. Per Curiam.

And now to wit: July 6, A. D. 1926, 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 Willey Patchen be divorced and forever separated from the nuptialties and bonds of matrimony, heretofore contracted between her, the said Willey Patchen the libellant, and the said Archie L. Patchen 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.

W. J. Sirdevan
17

Henry Williams
vs.
Mayme Williams
Issued Feb. 23, 1925

	$
Tax & writ (paid Mch. 9/25)	2.00
Shff. Butshall	1.85
Shff. Butshall-alias	1.85

Subpoena in Divorce
And now, February 23, 1925 subpoena awarded, Returnable first Monday April, 1925.
(Signed) Thos. J. Brather, P.J.
Subpoena returned: April 6, 1925, the within named Mayme Williams not found in my bailiwick.
So answers A.B. Butshall, Shff.
May 7, 1925, Alias subpoena in divorce issued, returnable to first Monday of July next.
Alias Subpoena retd July 6, 1925. The within named Mayme Williams not found in my bailiwick. So answers
A.B. Butshall, Sheriff.

b. Victor Johnson
180

Lila J. Nevel
vs.
Harold G. Nevel
Issued Feb. 23, 1925

3-24-25#
Tax & writ paid 2.00
Shff Cuttshall 2.85
J. E. Bossard, Master (Paid by Libellant) 25.00
5-16-25
Pro Greeley paid 7.75
atty 3.00

Rec'd May 16-1925 of Pro Greeley two + 85/100 Dollars
My Costs.
H.B. Cuttshall
O.K.P. Sheriff

Subpoena in Divorce
And now, February 23, 1925 Subpoena awarded, Returnable to First Monday of April, 1925
(Signed) Thos. J. Brather, P.J.

Subpoena returned: Served the within subpoena in divorce on the respondent personally on 24th day of February, 1925 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. Cuttshall, Shff.

And now, April 8, 1925, Jeff. E. Bossard, Esq., is appointed Master to take testimony of witnesses and report thereon to the Court. Per Curiam.
(See paper filed) Com. issued

May 14 1925 Testimony and Report of Master filed. (See Rept.)

On Argument List for May Term, 1925, No. 31.

July 11, 1925, After due consideration, a divorce is decreed as prayed, and at cost of respondent. Per Curiam.

Decree And now, to-wit July 11, 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 Lila J. Nevel be divorced and forever separated from the nuptial ties and bonds of matrimoney heretofore contracted between her the said Lila J. Nevel, the libellant, and the said Harold G. Nevel, 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

C. Victor Johnson
19

Ivan N Salisbury,
Petitioner,
vs.
W. A. Porter,
Respondent.
Entered Feb. 23, 1925

Pro. Greeley (paid by petitioner) 3.00
Sheriff Southall (Ret'd Ship by Pet'r) 6.70
Pro. Speeley (pd Apr 29/25) 1.00

Rule to bring Ejectment within 90 days, for 25 acres of land, more or less, in Summerhill Township, lying on the east side of the town-line road between Bourneville and Summerhill Townships.

Now, February 23, 1925, upon presentation of the foregoing petition, and after investigation of the same having been taken thereon, and due proof of the allegations set forth in said petition having been made to the satisfaction of the Court, a rule rule is hereby granted upon W. A. Porter, his heirs and assigns, to bring his action of ejectment within ninety (90) days from the time the rule to show cause shall be made absolute, or show cause why the same cannot be so brought, Returnable to the first Monday of April, 1925. Per Curiam. (See petition filed)

Feb. 23, 1925 Rule issued.

Rule returned: Served the within writ on the within named W. A. Porter on March 3, 1925, by handing to him a true and attested copy of the writ, and making known to him the contents thereof. So answers N. B. Southall, Sheriff.

And now April 29th 1925. This case settled — C. Victor Johnson Atty for Petitioner

Arthur L. Bates

20

Albert L. Thomas and Fred L. Siebert for Rule

May 16 1925 - Rec'd of Plff's attorney Twelve and 30/100 Dollars as costs
V. L. Greeley Pro

D. V. Weld, Administrator of the estate of E. F. Livey, deceased,
vs.
W. Irene Blair and Grace L. Blair, his wife.
Issued Feb. 26, 1925.

Tax & writ (Atty pd) #	2.25
Rec. Hood	.50
Shff. Butshall	9.30
Pro. G	2.50

Scire Facias sur Mortgage recorded in Mortgage Book 94, at Page 83; Returnable to First Monday of April next.

Feb. 26, 1925 Affidavit as to ownership of land filed.

Writ retd: Served the within writ on W. I. Blair and Grace L. Blair, his wife, on March 4, 1925, by handing a true and attested copy of the writs to each of them and making known to them the contents thereof. So answers H. B. Butshall, Shff.

March 30, 1925 Petition of Deft. for leave to pay money into Court and for a decree authorizing satisfaction of mortgage, filed.

Now, March 30, 1925, rule to show cause why order should not be entered as prayed for, is hereby granted, Returnable to first Monday of May, 1925. Per Curiam.

March 30, 1925. Demurrer filed.

May 16 1925 -
Rec'd payment - 50 ct.
Jeannette N. Hood

May 16 1925
Received my costs $9.30
from Pro. Greeley
H. B. Butshall Sheriff

Arthur L. Bates ~	D. Landreth Seed Company	Summons in Assumpsit; Returnable to First Monday of April next.
21	vs.	Feb 26, 1925 Plaintiffs Statement of claim filed
~ A. G. Lampman		Writ retd: Served the within Summons and Statement of claim on the within named A. G. Lampman on
Issued Feb. 26, 1925.	#	March 9, 1925 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 H. B. Butchall Shff
Tax & writ & Atty paid	2.00	
Shff. Butchall	3.50	
Prd. Greeley	2.50	
Atty	3.00	

And now, to wit, June 5, 1925 On praecipe of plaintiffs attorney, judgment is entered in this case against the defendant for want of an appearance and affidavit of defense, and same liquidated at the sum of Six hundred ten Dollars and forty-nine cents; with costs of suit. (See Rule Doc. 12, 1925.)

Debt # 610.49
Int. from June 5, 1925
Judgment.
V. L. Greeley, Prothy.

L. page 90.

Otto Kohler ✓
22

May 21 1925 Recd of Peff by atty Fourteen and 40/100 Dollars Shff & Prothy costs
V. L. Greeley Pro

and now May 21st 1925 Recd of Pro Greeley Sixty 65/100 Dollars In Full Cost
H. B. Cutshall
O.H.P. Sheriff

Jany 25, 1925, Recd from Homer Hart,

Freida Hart
vs
Homer Hart
Issued Feb. 26, 1925.

Jay & Swirk (Atty pd) #	2.00
Shff Cutshall	6.65
J. M. Northam Master (pd)	25.00
Pro Greeley	7.75
atty	3.00
	44.40

Subpoena in Divorce.
And now, February 26, 1925, subpoena awarded, returnable to the first Monday of April, 1925.
(Signed) Thos. J. Brather, P. J.
Writ returned: Served the within subpoena in divorce on the respondent personally, on the sixth day of March, 1925, 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 4, 1925. J. M. Northam, Esq. is appointed Master. By Hon. Thos. J. Brather, P. J.
(See paper filed) Com. issued.
May 14, 1925 Testimony and report of Master filed.
On Argument List for May Term, 1925, No. 32

July 11, 1925, After due consideration, a divorce is decreed as prayed and at cost of respondent. Per curiam.
Decree. And now to-wit July 11, 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 Freda Hart be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Freda Hart the libellant, and the said Homer Hart, the respondent.
And that thereupon all and every the duties, rights and claims, accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage, shall cease and determine;
And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married.
(See paper filed. Per Curiam

Donald C. Thompson
23
Albert L. Thomas and
Charles F. Patterson,
de bene esse.

Albert L. Thomas and
Charles F. Patterson
Aug. 3, 1925

Rec'd $3.00 Docket fee.
Donald C. Thompson, atty.

George A. Thompson
vs
J. S. Bean
Issued Feb. 28, 1925

	#	
Tax & writ (pd by Atty)		2.00
Shff. Smithall (Pd to Shff)		15.40
Prd. Greeley 5-29-27 paid		7.50
Atty		3.00

Summons in Trespass, Returnable to First Monday of April next.

Feb. 28, 1925, Statement of claim filed, and copy certified to Sheriff.

Writ returned: (a) March 2, 1925 I hereby deputize the Sheriff of Butler Co., Pa, to serve the within summons and plaintiffs statement of claim.

N. B. Smithall, Sheriff.

(b) March 25, 1925, served this summons on J. S. Bean, at Bon Blare, Butler Co. Pa, by giving to him a true and attested copy of the same and by reading and making known to him the contents thereof; at the same time and in the same manner served plaintiffs statement of claim.

So Answers Harvey Hoffenberry
Sheriff of Butler County
per Bert Hoffenberry, Dpty.

And now, April 6, 1925, Leave granted Albert L. Thomas Esq. and Charles F. Patterson, Esq., of Pittsburgh, Pa. to appear for Deft. de bene esse. Per Curiam. (See paper filed)

And now, April 6, 1925, On motion in Open Court, rule to show cause granted why service of summons should not be set aside. Per Curiam. (See paper filed)

June 8, 1925, Defts Brief sur motion to set aside service, filed.

June 26, 1925, Plaintiffs brief sur motion to set aside service, filed.

Now, August 3, 1925, rule to set aside service of process in this case is discharged. Per Curiam (See opinion filed)

On Trial List for 1st Monday of Oct. 1926, No. 14.

On Trial List for 1st Monday of Jan. 1927, No. 6.

January 3, 1927, Continued by consent.

On Trial List for 1st & 2d Monday of March, 1927, No. 18

March 7, 1927, Continued by consent.

And now, August 29, 1927, this case having been settled, I hereby direct the Prothonotary to mark same discontinued.

Donald C. Thompson,
Atty. for Pltff.

X Charles B. Stegner 24 May 6, 1925 Recd from Shff. Cutshall $3.50 being my costs. V.L. Greeley, P.Q.	Titusville Butter & Ice Cream Co., a Pennsylvania corporation, vs. R.A. Henderson, Deft. Josephine Henderson, Admrx of the estate of Friend R. Henderson, deceased, Garnishee. Issued, March 2, 1925 Jay twp. $2.50 Shff. Cutshall 11.85 P.O. & since 1.00	Of No. 170 November Term, 1923 Attachment Execution Returnable to next term. To attach and levy in satisfaction of said judgment all debts and dividends due the defendant by Josephine Henderson, administratrix of the estate of Friend R. Henderson, deceased, and all other debts, deposits, goods and chattels, in her hands or possession and due said defendant, and summon her as garnishee. Writ returned: Served the within writ on R.A. Henderson, defendant and on Josephine Henderson, Administratrix of the estate of Friend R. Henderson, decd, Garnishee, on March 5, 1925, by handing to each of them a true and attested copy of the writ, and making known to each of them the contents thereof. So answers H.B. Cutshall, Shff.

And now May 6, 1925, received payment & costs in full and the same is hereby discontinued of record.

Charles B. Stegner,
Atty.

25

First National Bank of Edinboro, Pa.
vs.
Fred W. Hallast
Entered March 3, 1925

Pro. Greeley ($1.75 ~~50 pd 3 75 25~~ paid) 2.25

Orig'l Costs:
Pltf. 1.50
Atty J. S. Roberts 3.00

D. of No. 195 February Term, 1920.
Amicable Scire Facias sur Judgment.

It is agreed That an amicable action be entered to revive the above judgment, with the same effect as if a writ of Scire Facias had been regularly issued, and duly returned served personally on the defendant; and that judgment be entered herein in favor of the plaintiff and against the defendant, for the sum of Twenty-one hundred Dollars and such collection fees as may be provided in the original, with interest from Feb. 25, 1925, with costs of suit, etc.

Debt $2100.00
Int. from Feb. 25, 1925.

A. y. 204.

Judgment
V. L. Greeley, Pro.

Am Sci Fa no 54 May Term 1930

Thomas + Thomas

26

Petition of Cora M. Roschie for appointment of a Guardian for Ida D. Bollom of Third Ward, City of Meadville.

Entered March 4, 1925

	#
Pro. Greeley	5.00
2 Copies of appointment Gdn.	2.00
Petitions, proofs & cost	
Copies of rule, Orders 3/20/25.	4.50
Pro. G. acct. & dis	4.00
Adv. Trib. Pub. Co.	3.00

April 10, 1925, Recd from John E Roschie Guardian, #11.50 being Prothy cost in this proceeding
V. L. Greeley, Prothy.

April 20, 1925 Recd from John E. Roschie, #7.00, being for filing, recording & advertising final acct and petition, appointe for discharge of Gdn.
V. L. Greeley, Pro

April 20, 1925 Final acct. of Guardian filed & notice issued for pub. in Trib.-Rep., returnable next term.

No Exceptions having been filed account of Guardian is confirmed finally.
V. L. Greeley Prothy.

Dec petition for discharge of Gdn:
And now, April 5, 1926. upon consideration of the foregoing it is ordered, adjudged and decreed that John E. Roschi be and is hereby discharged as guardian of the said Ida D. Bollom and that he and his bondsman, the United States Fidelity and Guaranty Co., be and are hereby released from further liability on said bond, and the Prothy is directed to enter an exoneretur thereon. Per Curiam.
(See petition filed)

March 4, 1925 Petition presented in open Court and filed. C page 285.

And now, March 4, 1925, upon presentation of the within petition, it is hereby ordered that a hearing thereon be and is hereby fixed for Saturday the 14th day of March, 1925, at 10 o'clock A.M., and it is directed that ten days' written notice thereof be given to Ida D. Bollom, Charles L. Weigler and Cora M. Roschie
Per Curiam.

March 14, 1925 Notice of hearing filed

Decree: And now, March 14, 1925, after consideration of the testimony taken in the case in open Court, the Court finds that Ida D. Bollom and all other persons mentioned in the order of Court were duly served with notice of said hearing, and that the said Ida D. Bollom could not be brought into Court with safety to herself, and that she the said Ida D. Bollom, owing to weakness of mind, is not able to take care of her property. John E. Roschie is hereby appointed guardian to take care of the property of the said Ida D. Bollom. Bond required in the sum of Eight Thousand Dollars ($8000.00) Per Curiam.
(See paper filed)

March 17, 1925 Bond of John E. Roschie, Guardian, with United States Fidelity and Guaranty Company as surety, in the penal sum of $8000.00, approved by the Court and filed.

March 20, 1925, Petition of Guardian for permission to make sale of 10 shares of the preferred capital stock of the Standard Oil Company of New Jersey, presented and filed.

Order: And now, March 20, 1925, upon consideration of the foregoing petition, it is ordered and directed that John E. Roschie, who has been duly appointed by this Court and has regularly qualified as Guardian of Mrs. Ida Bollom be and is hereby authorized to make sale of ten shares of the preferred capital stock of the Standard Oil Company of New Jersey, standing in the name of the said Mrs. Ida Bollom. (Cert. Copy of Pet. & order issd) (Signed) Thos. J. Prather, P.J.

March 20, 1925, Petition of Guardian for permission to make sale of 10 shares of the preferred capital stock of the United States Steel Company, presented and filed.

Order: And now, March 20, 1925, upon consideration of the foregoing petition it is ordered and directed that John E. Roschie, who has been duly appointed by this Court and has regularly qualified as guardian of Ida Bollom, be and is hereby authorized to make sale of ten shares of the preferred capital stock of the United States Steel Company standing in the name of the said Ida Bollom
(Cert. Copy of Pet. & Order issued.)
(Signed) Thos. J. Prather, P.J.

August Delp
Curtis L. Webb
29

Peter Delp
vs.
John Collins, Executor of Ed. Collins, deceased, John Collins, deceased, Minnie Collins, his Administratrix, Margaret Delp and Alice Harper, with notice to Margaret Delp, Alice Harper and Minnie Collins, Terre Tenants.
Issued March 6, 1925

Pro. Greeley (pd by Webb) # 2.00
Shff. Kutzleball
Pro. Greeley 11-13-25 pd 1.25
Atty 3.00

Of No. 26 February Term, 1920.
Sci. Fa. to revive and continue the lien of the above judgment, with notice to Margaret Delp, Alice Harper and Minnie Collins, Terre Tenants, Returnable to First Monday in April, 1925. D.K. pp. 251, 279 & 285; D.K. p. 163; Fa. p. 178

April 11, 1925 writ of Sci. Fa. returned to the office by plaintiffs attorney, with two acceptances of service annexed as follows:

(1) "And now, March 6, 1925 it is agreed that the Prothonotary of said Court enter an Amicable Sci. Fa. upon the above judgment with the same effect as if a Sci. Fa. to revive the same had been regularly 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 Twenty-five hundred eleven and 25/100 Dollars, being the amount of debt, interest and costs now due on the original judgment."

(Signed) Alice Harper (Seal)
Margaret Delp (Seal)
Peter Delp # (Seal)

(See paper filed April 11, 1925.)

Debt 2511.25
Int. from March 6, 1925.
Judgment April 11, 1925.
D.L. Greeley, Prothy.

Fa. p. 178; D.K. p. 163.

(2) "And now, March 30, 1925 comes John E. Reynolds, Esq., attorney for Minnie Collins, administratrix of the estate of John Collins, deceased, and Mrs. Minnie Collins, widow and heir at law of said John Collins, and accepts service of the within writ of Sci. Fa., with the same force and effect as though served personally on this defendant by the Sheriff, and so returned by him."

(Signed) "John E. Reynolds, Attorney for Minnie Collins, admrx. and Minnie Collins personally."

And now Nov. 13, 1925 Mrs. Alice Harper having paid the plaintiff her proportionate share of this indebtedness and the share of Margaret Delp having been adjusted with the plaintiff, upon receipt of $868.40 from Minnie Collins, Admrx. I hereby direct the Prothy to mark this judgment satisfied of record.

Curtis L. Webb
Atty for Plff.

L. E. Torry 28	Lavie Foy, now use of Mazie Green vs Chas. M. Lewis Entered March 7, 1925 Bro. Greeley $2.25 Atty 3.00 Plff. on last revival 2.25	Ofdo. 67 May Term, 1920. Amicable Scire Facias sur Judgment It is agreed That an amicable action to revive the above stated judgment be entered, with the same effect as if a writ of Scire Facias had been regularly issued therein and duly returned served personally on the defendant; and that judgment of revival be entered herein in favor of plaintiff and against the defendant for the sum of Three hundred Dollars, and such collection fees as may be provided in the original, with costs of suit, release of errors, etc.; with interest from March 31, 1924. Debt $300.00 Int. from March 31, 1924. L. & I. 157. Judgment V.L. Greeley, Pro.

W. J. Sirdevan
29

Mae Strang
vs.
Denzil Strang
Issued March 9, 1925

Tax		2.00
Shff Kutzdall		8.65
A.R. Thompson, Master (paid)		25.00
Bro. Greeley, for Co.		8.10
atty		3.00

Subpoena in Divorce
And now, March 9, 1925 subpoena awarded, Returnable first Monday of May, 1925.
(Signed) Thos. J. Prather, P.J.
Subpoena returned: Served the within subpoena in divorce on the respondent personally on the 23d day of March, 1925 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 N. B. Kutzdall, Shff
And now, Sept. 8, 1925, A.R. Thompson, Esq., is appointed Master in this case (See paper filed) By Hon. Thos. J. Prather, P.J.
Sept. 9, 1925
Same day, Commission issued
And now, January 12, 1928, the appointment of Arthur R. Thompson, Esq. is revoked (he having removed from the State), and George Eldred Esq. is appointed Master in this case, to take testimony of the libellant and her witnesses, and report the same to the Court, etc. Per Curiam. (See paper filed) Com. issued.
Feb. 17, 1928, Testimony and Report of Master filed.
On Argt. List for Feb. Term, 1928, No. 22.
Now, May 7, 1928, the prayer of the petitioner is refused, and the libel dismissed. Per Curiam. (See opinion filed)

Feby 27 1927 Recd of Jeff'y atty Eight and 10/100 Dollars my costs
V. L. Greeley Pro

March 26 1925
Received from W J Sirdevan Sixty five dollars my costs
N B Kutzdall
Sheriff

30

✓ U. S. Muckinhaupt
vs
A. L. Smith and
✓ Lena Smith
Entered, March 10, 1925

Pro. Greeley fpd by Plff 2.25
Orig. costs
Plff. 1.50

Of No. 199 February Term, 1920.
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 defendants by the Sheriff of said County and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment-note, for the sum of Two Hundred Dollars, being the amount of debt now due on the original judgment, with interest from March 12, 1925; with original costs

Debt $200.00
Int. from March 12, 1925.
Judgment.

Sum. pp. 209 & 17.

D. L. Greeley, Prothy.

March 24, 1926. Received satisfaction in full of above judgment debt, interest and costs.

U. S. Muckinhaupt

31

The First National Bank of Cambridge Springs, Pa.,
vs
J. G. Shirmer
Entered March 11, 1925
Bro. Greeley, (paid) # 2.25

Of No. 202 February Term, 1920
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, and duly so returned; And that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Four Hundred fifty Dollars, being the amount of debt, interest and costs now due on the original judgment.

Debt # 450.00
Int. from March 12, 1925
Judgment
W. A. Greeley, Pro.

Sh. p. 177

April 2, 1925, received satisfaction in full of this judgment, debt, interest and costs and direct the same to be satisfied of record,
W. R. Barkman atty. in fact.

Albert L. Thomas
Fred B. Riebort

32

Petition of Anna M. Good for appointment of a Guardian for Minnie Sitler of the city of Meadville, as a person of weak mind
Entered March 11, 1925

Pro. Greeley	5.00
Exemp. (paid by Com. 5/2/26)	6.50
Pro. Gen. acct	3.00
adv. acct	3.00
Pro. for Co. 7-28-53 Paid	5.00

March 11, 1925 Petition presented in open Court and filed. Si. page 109.

Now, March 11, 1925, upon presentation of the within petition, Monday April 6, 1925, at 10 o'clock A.M. at the Court House in the City of Meadville, is the time and place fixed for a hearing thereon; notice to be given to respondent, to other parties in interest, as required by the Act of Assembly. Per Curiam.

April 6, 1925 Proof of service of notice and affidavit of Supt. of Warrenville State Hospital, filed.

And now, April 6, 1925, this case came on to be heard and after hearing of testimony the Court orders, adjudges and decrees the said Minnie Sitler to be a person of weak mind, and appoints the Crawford County Trust Company Guardian. Per Curiam. (See petition)

March 23 1927 Final account of Guardian filed showing no balance due Estate and Notice issued to Tribune Republican that account will be confirmed finally on Second Monday of April 1927 if no Exceptions are filed in the meantime

April 5 1927 Proof of Publication filed.)

Order of Court: Now, April 18, 1927, it appearing to the Court that the Crawford County Trust Company has filed its final account as Guardian of Minnie Sitler on March 23, 1927, that notice thereof was duly advertised by the Prothonotary as required by the rules of the Court, as shown by the proof of publication hereto attached, that a copy of said account was filed in the office of the Attorney General of Pennsylvania, and that said department has consented to the confirmation of said account, as shown by letter hereto attached, and it further appearing that no exceptions have been filed to said account, it is hereby ordered and decreed that the same be confirmed absolutely.

(See paper filed) Per Curiam.

Final Account recorded in Account Docket No. 4, page 320

April 6, 1925 Fiat issued.

April 17 1926 Rec'd of Guardian Four Dollars as costs
V. L. Greeley Pro

March 23 1927 Rec'd of Guardian Six Dollars costs & adv. acct
V. L. Greeley Pro

7-28-53 Paid The Tribune Republican $11.00 Adv. costs by Check No. 4495.
P. D. S.

July 27, 1953 Motion for leave to file second account of Guardian filed

Order: Now, July 27, 1953, motion allowed.
Per Curiam
Herbert A. Mook, P. J.

July 27, 1953 Second account of Guardian filed showing balance due the estate of $9,280.10

(Continued on Page 400)

Dickson Andrews ~ 33	The City of Meadville vs. Mary Mooney, Owner or reputed owner. Issued March 11, 1925 # 225 Jas Kerr	Of No. 11 May Term, 1920, C.L. Doc. Sci. Facias sur Municipal Lien filed March 13, 1920, and entered in City Lien Docket No. 8, page 21, Returnable within three months from date of issue. June 11, 1925, Writ returned by City Solicitor with receipt of satisfaction of claim filed.

MAY TERM, 1925

Dickson Andrews 34	The City of Meadville vs J. A. Weller, owner or reputed owner Issued March 11, 1925.	Of No. 25 May Term, 1920, D. L. Doc Scire Facias sur Municipal Lien filed March 13, 1920, and recorded in City Lien Docket No. 8, page 35. Returnable within three months from date of issue. March 11, 1925, Affidavit of City Solicitor filed. And now, March 12, 1925, I hereby accept service of the within writ of Scire Facias. (See writ) (Signed) J. A. Weller. And now, October 10, 1925, On motion of Dickson Andrews, Esq., City Solicitor, judg- ment is entered in the above case, for want of an affidavit of defense, and liquidated at the sum of Nineteen hundred eighty and 36/100 Dollars, with costs of suit. (See paper filed)
	Sci. Fa. $2.25 Cpn. S. for Co. 2.50 Atty 3.00 Pfgs. on Lien 1.25	Debt $1980.36 (Penalty included 70.50) Int. from Oct. 10, 1925 Judgment V. L. Greeley, Prothy

W. p. 203

Lev. Fac. to No. 6 Dept. Term, 1926.

Dickson Andrews – 35	The City of Meadville vs Wm Davis, owner or reputed owner Issued March 11, 1925 Sci Fa/writ $2.25	Of No. 35 May Term, 1920, D. L. Dr. Sci Facias sur Municipal Lien filed March 13, 1920, and entered in City Lien Docket No. 8, page 45; Returnable within three months from date of issue. March 11, 1925 Affidavit of City Solicitor filed. Mar. 12, 1925. Deft. accepts service of Sci Fa. (See writ) May 29, 1925. received debt, interest and costs, satisfaction in full of above (judgment) lien. Dickson Andrews City Solicitor

MAY TERM, 1925

Dickson Andrews ✓ 36	The City of Meadville vs. ✓ Wm. Davis, owner or reputed owner Issued March 11, 1925 $ Sar & writ 2.25	No. 36 May Term, 1920 L.D. Doc. Sci. Fa. on Municipal Lien filed March 13, 1920 and entered in City Lien Doc. No. 8, page 46. Returnable within three months from date of issue. March 11, 1925 Affidavit of City Solicitor filed. And now, March 12, 1925 Deft. accepts service of the writ of Sci. Fa. (See writ)

May 29, 1925, received debt, interest and costs in full satisfaction of above lien.

Dickson Andrews,
City Solicitor

Dickson Andrews 37	The City of Meadville vs Joe Hemburg, owner or reputed owner Issued March 11, 1925 Tax writ #225	Of No. 43 May Term, 1920, L. & Doc. Scire Facias on Municipal Lien filed March 13, 1920, and entered in City Lien Doc. No. 8, page 53; Return- able within three months from date of issue. June 11, 1925, Writ returned by City Solicitor, with his receipt of satisfaction of claim endorsed.

Dickson Andrews ✓ 38	The City of Meadville ✓ vs. Catherine Knapp, owner or reputed owner. Issued March 11, 1925	Of No. 49 May Term, 1920, C.L.Doc. Scire Facias sur Municipal Lien, filed May 13, 1920, and entered in City Lien Doc. No. 8, page 59; Returnable within three months from date of issue. March 11, 1925, Affidavit of City Solicitor filed. Writ returned June 11, 1925: Nihil habet as to Catherine Knapp, owner or reputed owner. So answers H.B. Leitshall, Shff.

	#
Jas. Lavick	2.25
Shff. Leitshall	1.60
Shff. on lien	1.25
Geo. Speeley ~~on lien~~	2.50
Atty ~~ad.~~ Dickson Andrews	3.00
Shff.—taxes pd	7.22

And now, Oct. 10, 1925 On motion of Dickson, Esq., City Solicitor, judgment is entered in above case in favor of plaintiff and against defendant, for want of an affidavit of defence, and liquidated at the sum of Ninety-nine and 39/100 Dollars, with costs of suit (See paper filed)

	#
Debt	99.39
(Penalty included	3.50)
Int. from Oct. 10, 1925	
	Judgment

K. page 133.

Oct. 11, 1928, Statement of taxes pd by Shff. filed. V.L. Greeley, Prothy
Lev. Fac. to No. 36 Nov. Term, 1928.
Jany 17, 1929. The above judgment satisfied. (See Lev. Fac.)

Dickson Andrews
39
Stuart A. Culbertson

The City of Meadville
vs.
Michael Mack
Estate, Owners or
reputed owners.
Issued March 11, 1925

	#
Tax & writ 7-18-25 pd	2.25
Bkg. on lien	1.25
Geo. Greeley for Co	2.50
Atty	3.00

Of No. 54, May Term, 1920, L.D. Doc.
Scire Facias sur Municipal Lien,
filed March 13, 1920, and entered in
City Lien Doc. No. 8, page 65; Return-
able within three months from date
of issue.

June 11, 1925. Writ returned by City
Solicitor, with the following endorsed:-
"The undersigned representing the
estate of Michael Mack, hereby accept
service of the within writ of Scire
Facias, with the same effect as though
it had been regularly served by the
Sheriff. June 11, 1925.
(Signed) Stuart A. Culbertson
Atty for the Mack estate."

And now, October 10, 1925, On motion of
Dickson Andrews, Esq., City Solicitor,
judgment is entered in above case,
for want of an affidavit of defense, and liquidated
at the sum of Four hundred and fifteen and 3/100 Dollars,
with costs of suit. (See paper filed)

Debt (including $14.75 penalty) $ 415.03
Int. from Oct. 10, 1925
Judgment
W. L. Greeley, Prothy.

Mp. 217.

July 16, 1926. Recved satisfaction in full
of amount of the above judgment and the Pro-
thonotary is directed to mark the same satisfied
of record.

Dickson Andrews
City Solicitor

MAY TERM, 1925

Dickson Andrews 40	The City of Meadville vs Tony Palmiero Owner or reputed owner Issued March 11, 1925. Tax writ # 2.25	Of No. 60 May Term, 1920, M. L. Doc. Sire Facias sur Municipal Lien filed March 13, 1920, and entered in City Lien Doc. No. 8, page 70; Returnable within three months from date of issue. March 11, 1925, Affidavit of City Solicitor filed. June 11, 1925, Writ returned by City Solicitor, with his receipt of satis- faction of claim endorsed.

MAY TERM, 1925

Dickson Andrews 41	The City of Meadville vs. Mrs. Eugene Rockwell, owner or reputed owner. Issued March 11, 1925 Jaystwirk # 2.25	Of No. 66 May Term, 1920, C. L. Doc. Scire Facias and Municipal Lien filed March 13, 1920, and entered in City Lien Doc. No. 8, page 76; Returnable within three months from date of issue. March 11, 1925 June 11, 1925 Writ returned by City Solicitor with receipt of satisfaction of claim endorsed.

MAY TERM, 1925

Dickson Andrews ✓ 42	The City of Meadville vs. ✓ Alfonso Ullio, Owner or reputed owner. Issued March 11, 1925 Tax & writ $2.25	Of No. 74 May Term, 1920, C.L. Doc. Sci. Fa. as in Municipal Lien filed March 13, 1920, and entered in City Lien Doc. No. 8, page 84; Returnable within three months from date of issue. March 11, 1925, Affidavit of City Solicitor filed. June 11, 1925, Writ returned by City Solicitor with receipt of satisfaction of claim endorsed.

Dickson Andrews ~ 43	The City of Meadville vs. James Armstrong, owner or reputed owner Issued March 11, 1925. # 225 Jay & Work	Ofa No. 78 May Term, 1920, C. & D. Doc. Sire Facias and Municipal Lien filed March 13, 1920, and entered in City Lien Doc. No. 8 page 88; Returnable within three months from date of issue. March 11, 1925 Affidavit of City Solicitor filed. June 11, 1925 Writ returned by City Solicitor with acceptance of service by Joseph B. Armstrong endorsed. For satisfaction of lien on June 8, 1925 See C. & D. Doc. No. 78 May Tr. 1920.

MAY TERM, 1925

Dickson Andrews ✓ H.H	The City of Meadville vs. ✓ John Bowler ✓ also Emery O'Dell, owner or reputed owner Issued March 11, 1925 Tax & writ # 2.25	O.J. No. 79 May Term, 1920, D.L. Doc. Sire Facias sur Municipal Lien, filed March 13, 1920, and entered in City Lien Doc. No. 8, page 89; Returnable within three months from date of issue O.J. 89. March 11, 1925, Affidavit of City Solicitor filed. June 11, 1925, Writ returned by City Solicitor with receipt of satisfaction of claim endorsed.

Dickson Andrews 45	The City of Meadville vs. B B Baker, or B E Baker, Owner or reputed owner. Issued March 11, 1925	Of No. 8 May Term, 1920, C.L. Doc. Scire Facias sur Municipal Lien filed March 13, 1920, and entered in City Lien Doc No. 8, page 90; Returnable within three months from date of issue. March 11, 1925 Affidavit of City Solicitor filed. And now, to wit, June 8, 1925, I hereby accept service of the within writ of Scire Facias. (Signed) Alvin Baker. (See writ) And now, Oct. 10, 1925, on motion of Dickson Andrews, Esq., City Solicitor, judgment is entered in the above case for want of an affidavit of defense, and liquidated at the sum of One hundred sixty-nine and 2/100 Dollars, with costs of suit. (See paper filed)
	Tax Entry # 2.25 Plff on lien 1.25 Pro. Greeley for Co 2.50 Atty 3.00	Debt # 169.02 Penalty included 18.30 Int. from Oct. 10, 1925 Judgment W.A. Greeley, Pro

-Ba. pp. 164 & 74.

Rec'd Nov 9-1925 $169.02 in full satisfaction of this judgment and all liens on which it is founded Debt, Int & costs

Dickson Andrews
City Solicitor

Dickson Andrews. ✓ 46	The City of Meadville vs. School District of the City of Meadville, Otherwise "Fifth Ward School". Issued March 11, 1925	Of No. 83 May Term, 1920, C.L. Doc Scire Facias Sur Municipal Lien filed March 13, 1920, and entered in City Lien Docket No. 8, page 93, Returnable within three months from date of issue. Corp. page 67. Writ returned. Served the within writ on School District of City of Meadville, otherwise "Fifth Ward School", on June 11, 1925, by handing a true and attested copy of the writ to Robert X. Brown, Secretary of Meadville City School Board, and making known to him the contents thereof. So answers H.B. Luthhall, Sheriff. And now, to wit, March 10, 1930. On motion of plaintiffs solicitor, judgment is entered in the above case for want of an affidavit of defense, and liquidated at the sum of Seven hundred thirty-eight and 1/00 Dollars, with costs of suit. (See praecipe filed)
	Tax & writ 2.25 Shff. Luthhall 2.60 Bkff. on Orig'l 1.25 Pro. Fs. for Co. 2.25 Atty 3.00	Debt # 738.01 Int. from March 10, 1930 Judgment V. L. Greeley, Pro.
		Corp. pp. 142-3.
		For satisfaction of above see C.L.D. # 8 p. 93

Dickson Andrews ✓ 46 1/2	The City of Meadville vs. Henry Canfield Issued March 11 1925	Of no 102 May Term 1920 C.L. Docket Scire Facias Sur Municipal Lien filed March 13 1920 and entered in City Lien Docket no 8 page 112 Returnable within three months from date of issue C. page 252
	Tax & Writ 2.25	June 11, 1925. Writ returned by City Solicitor with his receipt of satisfaction of claim endorsed
		June 5 1925 For full satisfaction of above case see no 102 May Term 1920

W. W. Benedict 47	George W. Lefford vs Velma Rena Lefford Issued March 13, 1925	Subpoena in Divorce. And now, to wit, March 13, 1925 Subpoena awarded as prayed for, Returnable First Monday of May next. (Signed) Thos J. Grather, P.J.
	Tax & writ (Atty pd) $ 2.00	Subpoena retd: Served the within subpoena in divorce on the respondent Velma Rena Lefford, on April 16, 1925 by reading aloud in her presence and making known to her the full contents of the original subpoena and at the same time handing a true and attested copy of said original subpoena to her personally, at her dwelling house in Titusville, Crawford County, Penna. So answers M. B. Ashley, Constable. (See affidavit on Subpoena)
M.B. Ashley, Const. (paid) 1.70		
A.R. Thompson, Master		And now, Sept. 21, 1925 A.R. Thompson, Esq. is appointed Master in the above case to take testimony and make report thereon to the Court. By Hon. Thos. J. Grather, P.J.
Geo. Greeley Atty		(See paper filed) Sept. 22, 1925, Cert. of appointment issued.

MAY TERM, 1925

✓	In Vacation Report of Crawford County Law Library Committee for the year 1924. Entered March 16, 1925		March 16, 1925 Report filed, and order made as follows:
48	Bro. Greeley	2.00	Now, March 16, 1925, The Commissioners of Crawford County are directed to appropriate, set apart and pay to the Treasurer of the ~~Law~~ Library Committee when requested, the amount of Nine hundred Dollars ($900.00), for the year 1925; this in addition to necessary shelving for the library. (Signed) Thos. J. Prather, C.J. March 16, 1925, Two certified copies of order issued.

49	Florence M. Hanna vs Sarah McGlenahan Entered March 17, 1925 Pro. Greeley (Pltff's Pd) # 2.25	Of No. 52 May Term, 1925 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 seven and 18/100 Dollars, being the amount of debt, interest to Aug. 29, 1924, and costs now due on the original judgment. Debt #1607.18 Int. from Aug. 29, 1924 Mc page 100 Judgment V.A. Greeley, Prothy.

Thomas & Thomas 5.0	Hugh Moore vs. Lizzie Roberts, otherwise known as Elizabeth Roberts Entered March 18, 1925 Pro. Greeley (paid by Pltf.) 2.25 Atty 3.00 Orig'l Costs: Attys 4.50	Of No. 216 Sept. Term, 1918. Amicable Scire Facias sur Judgment. It is agreed by the def't. that the Prothonotary enter an Amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said county, and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment-note, for the sum of Four hundred and thirty-five and 57/100 Dollars, being the amount of debt and interest now due on the original judgment. Debt $435.57 Int. from March 18, 1925. R. page 158. Judgment. V. L. Greeley, Prothy. Am. Sci. Fa. No 19 May Term 1935.

51

First National Bank of Edinboro, Penna,
vs
W. L. Zortman and
David Zortman
Entered March 19, 1925

Pro. Greeley ($ 50 Bond & Mtge $ 1.75 paid) $ 2.25
Exp. on Orig. 1.50

Of No. 208 February Term, 1920.
Amicable Sci. Fa. Sur Judgment

It is agreed that an Amicable Action to revive the above stated judgment be entered, with the same effect as if a writ of Scire Facias had been regularly issued therein, and duly returned served personally on the defendants; and upon confession of defendants, judgment of revival is entered in favor of plaintiff for the sum of Fourteen hundred Dollars, with interest from March 6, 192 , with costs of suit. With all the waivers and conditions contained in instrument on which original judgment was entered.

Debt $ 1400.00
Int. from March 6, 1925
Judgment
W. L. Greeley, Prothy.

Jy. 19-19.

June 19, 1925 Received satisfaction in full of above judgment, debt interest & costs.

First National Bank of Edinboro, Pa.
E. P. Campbell, Atty. in fact.

MAY TERM, 1925

S. Y. Rossiter
Albert L. Thomas
52
to W. Benedict

Pennsylvania Railroad Company, a corporation,
vs.
American Oil Works Company, a corporation
Issued May 26, 1925

#	
Tax writ (paid)	2.00
Shff. Butshall	10.40
Pro. Speeley	4.50
Atty	3.00

March 9, 1926 Received from S. Y. Rossiter, Esq. $19.90, being the costs in this case.
V. L. Speeley
Prothy.

Mar 9, 1926 Recd of V. L. Speeley, One Five Dollars. Docket entry
Albert L. Thomas

March 9. 1926
Received from Pro. Speeley $10.40 my costs
H. B. Butshall Sheriff

Summons in Trespass
Returnable to next term.

Writ retd: Served the within summons on the within named American Oil Works Company, a corporation, by handing a true and attested copy of the summons to J. H. Westgate, Vice President of said company, and making known to him the contents thereof, on March 26, 1925. So answers H. B. Butshall, Shff

April 27, 1925. W. Benedict, Esq., appears for Deft. (See paper filed)

Sept. 14, 1925, Statement of claim filed and copy of same served on Defts. Attorney.

Sept. 23, 1925. Affidavit of defense filed

On Trial List for 1st Mon. of Jan. 1926. No. 19.
Continued by consent.

And now, Jan. 4, 1926. Plaintiff moves to amend Statement of claim, and rule to show cause granted. Per Curiam. (See paper filed)

On Trial List for 1st Mon Mar. 1926 at No 19. "Continued by consent.

Now March 9, 1926, this case is settled of record
S. Y. Rossiter and
Albert L. Thomas
Attys. for Plff.

J. Perry Eckels 53	E. R. Saxton Estate vs John M. Wysocki and Martha Wysocki Entered March 23, 1925	Of No. 238, February Term, 1920. 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 Thirty and 65/100 Dollars, being the amount of debt, interest and costs now due on the original judgment. Dated March 21, 1925. Debt #530.65 Int. from March 21, 1925. Judgment W. 230-230. V. L. Greeley, Prothy.
	Pro. Greeley (Plff. pd) # 2.25 Atty. 3.00	

MAY TERM, 1925

54

F. M. Weller
vs
Ira W. Allen
Entered March 24, 1925

Pro. Greeley (Plff. pd) # 2.25
Plff on Orig 6.75
Atty Davenport 6.00

Of No. 85 February Term, 1919.
Amicable Scire Facias on Judgment.

It is agreed by the defendant 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 six and 65/100 Dollars, with interest from July 25, 1924.

Dated March 18, 1925. #

Debt $306.65
Int. from July 25, 1924
Judgment.

D. E. Greeley, Prothy

A page 98.

Am sci fa 60 may Tr 1930

W. J. Sirdevan

55

Titusville Building and Loan Association of Titusville, Pa.,
vs.
Joseph A. Emmington and Florence A. Emmington, his wife.
Issued March 25, 1925

Tax writ (Atty paid)	$ 2.25
Rec. Hood	.50
Shff. Batchall	12.30
Pro. Greeley	2.50
Atty	3.00

Scire Facias sur Mortgage recorded in Mortgage Book 120, page 175. Returnable First Monday of April next.

March 25, 1925, Affidavit as to title to land filed.

Writ retd: Served the within writ on the within named Joseph A. Emmington and Florence A. Emmington, his wife, by handing a true and attested copy of the writ to each of them, and making known to each of them the contents thereof, on March 27, 1925.

So answers H. B. Batchall, Sheriff.

And now, April 10, 1925, upon praecipe of plaintiff's attorney, judgment is entered against the defendants in this case, for want of an appearance sec. leg. Same day the plaintiff's damages in the above case are assessed at the sum of Two Thousand Four Hundred Eighty Dollars and seventeen cents, with interest from March 25, 1925, and with costs. (See paper filed)

Debt $2480.17
Int. from March 25, 1925.
Judgment
V. L. Greeley, Prothy

E pages 55 & 60

Lev. Fac. to No. 52 May Term, 1925.

Charles B. Stegner 56	Leola M. Watson Executrix of the estate of Joseph L. Henderson, decd. vs W. F. Herring, alias F. W. Herring Entered Mar 27, 1925 Tax + Gro. $ (Atty. pd) 3.00 Atty 3.00	Amicable Action of Ejectment for a lot or piece of land in Steuben Township, containing One and 5/8 acres. March 27, 1925. Copy of Agreement and confession of judgment filed. Now, this 27th day of March A.D. 1925 By virtue of said agreement Charles B Stegner, Esq. appears for and in behalf of Defendant, and confesses judgment in an Amicable Action of ejectment against him and in favor of plaintiff for all that certain piece or lot of land situate in Steuben Township, Crawford County, Penna, bounded and described as follows, to wit: Beginning at a corner of lot No. 135, bounded on the north by a public road leading to Townville, on the east by an alley, on the south and west by land now or formerly of David Titus; containing one and five eighths acres, with a frame house and barn thereon. H.p.59 Judgment V. L. Greeley, Prothy. Hab. Fac. Poss. with Clause of Fi. Fa for costs to No. 36 May Term, 1925.

W. J. Sirdevan (see statement)
57
Charles B. Steigner

Joseph A. Marthaler
vs.
John J. Wakefield
Entered March 27, 1925

Jay + entry (Atty pd) 1.50
Costs on Trans. 10.13
Bro. Greeley for C.
Shff. Jones - statement (Atty pd) 8.50

Appeal by Deft. from Judgment of Peter B. Barr, Alderman
Aug. 27, 1926, Statement of claim filed + copy, certified.
Aug. 13, 1929 (Additional or new) Statement of claim filed, and copy certified.
Return: And now, Aug. 16, 1929, Served the within writ on defendant personally at 317 South Franklin Street, Titusville, Pa by handing him a true and attested copy of within statement of claim.
So answers, Chas. A. Jones, Sheriff.
Aug. 26, 1929, Affidavit of defence filed.
Sept. 16, 1929, Plaintiffs reply filed.
On Trial List for 1st + 2nd Mondays of Jan. 1930 No. 28
Jany 6, 1930, Continued.
On Trial List for 1st + 2nd Mon of Mar 1930 - No 12
March 12, 1930, Continued by consent
On Trial List for 1st + 2d Mondays of Oct 1930 No 23
Oct. 17, 1930 Continued by consent on application of Plff.

Albert L. Thomas
Sped. Constable
58

Edmund A. Buell
vs.
Sarah F. Buell
Issued March 30, 1925

Jay Twist (Attys fee)	2.00
Shff. Gutshall	8.25
Master, Kent fee	25.00
Prothy (5-14-25 paid)	8.25
atty	3.00

May 14-1925 Recd of Pro Greeley Eight 25/100 Dollars in Costs
H. B. Gutshall
Per O.H.S. Sheriff

Subpoena in Divorce.

And now, March 30, 1925, Subpoena awarded, Returnable to first Monday of May next.

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

And now, April 6, 1925, On motion in open Court, leave granted to amend the libel in this case, so that the name of respondent will appear as Sarah L. Buell instead of Sarah F. Buell. Per Curiam.

(See paper filed)

Subpoena returned. Served the within subpoena in divorce on the respondent personally on the third day of April, 1925, 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. Gutshall, Sheriff.

And now, May 4, 1925, O. Clare Kent, Esq., is appointed Master to take testimony and make report thereon. By Hon. Thos. J. Brother, P. J.

(See paper filed) Com. issued.

May 12 1925- Testimony and Report of Master filed.

Ord Argument List for May Term, 1925, No. 33

July 11, 1925 - After due consideration, a divorce is decreed as prayed. Per Curiam.

Decree And now to-wit July 11, 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 Edmund A. Buell be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him, the said Edmund A. Buell the libellant, and the said Sarah L. Buell, 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)

Charles B. Stegner
5q

Sept 17 1925 Recd of Sheff by atty Seven and 75/100 Dollars my costs
V. L. Greeley Pro

Hallie E. Kifer
vs.
Scott M. Kifer
Issued March 30, 1925

		#
Tax & writ (atty pd)	2.00	
Shff. Lutshall	- - -	
M. B. Ashley on sub.	1.45	
Master (Gr. by Lib.)	25.00	
Pro. Greeley	7.75	
Atty	3.00	

Subpoena in Divorce
And now, March 30, 1925 Subpoena awarded, Returnable First Monday of May next. Per curiam.
(Signed) Thos. J. Grather, P.J.
Subpoena rtd: Served the within subpoena upon the within named respondent, Scott M. Kifer, at Titusville, Pa., on April 15, 1925, by reading said subpoena to him, and handing him a true and attested copy thereof.
So answers M. B. Ashley, Constable.
(See affidavit on subpoena)
And now, May 4, 1925, N. J. Sirdevan, Esq. is appointed Master in this case
By Hon. Thos. J. Grather P.J.
(See paper filed) Com. issued
Sept. 17, 1925 Testimony and report of Master filed.

On Argt. List for Sept. Term, 1925, No. 19.
Nov. 9, 1925, After due consideration, a divorce is decreed as prayed and at cost of respondent. Per Curiam.
Decree: And now, to wit Nov. 9, A.D. 1925, this cause came on to be heard on libel, subporna, subsequent proceedings and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed
That the said Hallie E. Kifer be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Hallie E. Kifer the libellant and the said Scott M. Kifer 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
60

Sept 18 1925 Rec'd of Pff by atty Nineteen and 70/100 Dollars Sheriff and Prothy costs
W. L. Greeley Pro

Sept 18 1925
Receipt $9.95 my costs from Pro. Greeley
H B Kutchall Sheriff

Ella Kurtich
vs.
John Rok Kurtich
Issued March 30, 1925

Jay & writ fpd by Atty	$2.00
Shff. Kutshall	1.85
Shff. Kutshall-alias	1.85
Shff. Kutshall-proc.	6.25
C.W. Benedict, Master (Est. by Ct.)	25.00
Pro. Greeley	9.75
Atty	3.00

Subpoena in Divorce.

And now, March 30, 1925 subpoena awarded, Returnable first Monday of May, 1925. (Signed) Thos. J. Prather, P.J.

Subpoena returned May 4, 1925. The within named John Rok Kurtich not found in my bailiwick. So answers,
H.B. Kutchall, Sheriff.

May 7, 1925, Alias subpoena in divorce issued, returnable to first Monday of July next.

Alias subpoena returned July 6, 1925.
The within named John Rok Kurtich not found in my bailiwick.
So answers H.B. Kutchall, Sheriff.

July 6, 1925. Order for proclamation issued, returnable to first Monday of Sept. next.

And now, Sept. 7, 1925, 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. Kutchall, Sheriff.

And now, Sept. 8, 1925 C.W. Benedict, Esq. is appointed Master in this case. By Hon. Thos. J. Prather, P.J. (See paper filed Sept. 9, 1925)

Sept. 9, 1925, Commissions issued.

Sept 18 1925 Testimony and Report of Master filed.

On Argt. List for Sept. Term, 1925. No. 14.

Now, Nov. 9, 1925, After due consideration, a divorce is decreed as prayed and at cost of respondent. Per Curiam.

Decree: And now to-wit Nov. 9, 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 Ella Kurtich be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Ella Kurtich, the libellant, and the said John Rok Kurtich the respondent. And that thereupon all and every the duties, rights and claims, accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage, shall cease and determine;

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

(See paper filed)

Per Curiam

MAY TERM, 1925

Otto Kohler
61

Norman Edwards
vs
Effie Edwards
Issued March 30, 1925

Tax & writ (pd by atty)	$ 2.00
Shff. Cutshall	1.85
Shff. Cutshall-alias	1.85
Shff. Cutshall-prec.	625
A.L. Knapp, Master paid by Lib	25.00
Pro. Greeley	9.75
Atty	3.00

Subpoena in Divorce
And now, March 30, 1925 Subpoena awarded, Returnable to First Monday of May, 1925.
(Signed) Thos. J. Grather, P.J.
Subpoena returned: May 4, 1925, the within named Effie Edwards not found in my bailiwick.
So answers, H.B. Cutshall, Shff.
May 5, 1925, Alias subpoena in divorce issued, returnable to first Monday of July next.
Alias sub. ret'd July 6, 1925. The within named Effie Edwards not found in my bailiwick. So ans. H.B. Cutshall, Shff.
July 7, 1925 Order for proclamation issued, returnable to first Monday of Sept. next
And now, Sept. 7, 1925 I have made proclamation in the above entitled case according to law, and caused the same to be published in the Cochranton Times, a newspaper printed within my bailiwick, for four weeks successively prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached. So answers H.B. Cutshall, Sheriff.
And now, Sept. 8, 1925, A.L. Knapp, Esq. is appointed Master to take testimony and report thereon. By Hon. Thos. J. Grather, P.J.
(See paper filed Sept. 9, 1925) Commission issued.
Sept. 14, 1925 Testimony and report of Master filed
On Arg. List for Sept. Term, 1925, No. 15.
Now, Nov. 9, 1925. After due consideration, a divorce is decreed as prayed. Per Curiam.
Decree: And now, to-wit Nov. 9, 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 Norman Edwards be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him, the said Norman Edwards, the libellant, and the said Effie Edwards the respondent. And that thereupon all and every the duties, rights and claims, accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage, shall cease and determine: And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married
Per Curiam
(See paper filed)

Sept 16, 1925 Rec'd of Peff by atty Nineteen and 70/100 Dollars Sheriff & Prothy. costs
U.L. Greeley Pro

Sept 16-1925 Rec'd of Pro. Greeley Nine & 75/100 Dollars my Costs
H.B. Cutshall
Sheriff
O.S.P.

Thomas & Thomas
62.

Petition of M. B. Jarr for Satisfaction of a mortgage dated April 14, 1854, given by John G. Wilson to Nicholas Snyder, recorded in Mortgage Book G page 545.
Entered March 30, 1925 #

Pro. Greeley 5.00
Sheff. Cutshall 32.95

March 30, 1925 Petition presented in open court and filed

And now, March 30, 1925, upon consideration of the foregoing petition and affidavit, and on motion of Thomas & Thomas, Attorneys for petitioner, it is ordered and decreed that the high Sheriff of Crawford County serve a notice upon Nicholas Snyder or upon the legal representatives of the said Nicholas Snyder, and upon the known holder or holders of the mortgage described in said petition, if they or any of them can be found in the same county, and have known residence, and if said parties are unknown and cannot be found, that he shall give public notice by advertisement of the facts set forth in the within petition once a week for four successive weeks after the presentation of this petition in the Tribune-Republican, a newspaper published in the City of Meadville, commanding the said parties to appear before the said Court on Monday, the 4th day of May, 1925, at 10 o'clock A.M., to show cause why the proper decree should not be granted, and satisfaction of the said mortgage should not be entered on the record thereof as within prayed for. Per Curiam. (See petition)

March 30, 1925. Order issued to Sheriff.

May 12, 1925 Reed from Petitioner $37.95 Pay Sheff. & Pros. costs V. L. Greeley, Pro.

May 12th 1925 Rec'd of Pro Greeley Thirty two and 95/100 Dollars my Costs H B Cutshall O.H.P. Sheriff

May 4, 1925 Sheriff's return with proof of publication attached, filed

Likewise bar all actions brought or to be brought thereon as fully and effectually to all intents and purposes as if the satisfaction had been entered by the legal holder or holders of the said mortgage.
Per Curiam.
(See paper filed)

Decree: And now, May 4, 1925, the Sheriff of Crawford County having returned that he was unable to find Nicholas Snyder, or his legal representatives, or the holder or holders of the mortgage mentioned in the petition in the above stated case, in his bailiwick, and that in obedience to the said order of Court to the said Sheriff directed, a notice of the facts set forth in the above mentioned petition was advertised once a week for four successive weeks, after the presentation of the said petition, in the Tribune Republican, a daily newspaper published in the City of Meadville, as appeared by a proof of publication of said advertisement annexed to the return of the said Sheriff.

And no person appearing to answer the said petition, and the Court being satisfied of the truth of the allegations of the said petition, it is ordered, adjudged and decreed that the prayer of said petition be granted, and that satisfaction shall be entered by the Recorder of deeds of Crawford County, on the record of the mortgage given by John G. Wilson to Nicholas Snyder, dated April 14, 1854, and recorded in said Recorder's office, in Mortgage Book G page 545, on payment of the costs due relative to the entry of said satisfaction of said mortgage or any proceedings thereon, and upon presentation of a certified copy of the petition and decree in said case to be filed by said Recorder of record. Which said satisfaction so entered and filing of said record shall forever thereafter defeat, release and discharge said mortgage, and shall

Contd on margin.

to Victor Johnson

63

And now June 24th 1925. Rec. from G. B. Clark by hand $15.15 this atty. O. Clare Kent the sum of $15.15 being amount of Costs due Murla Brown from said G. B. Clark - The said Costs to be paid by said Murla Brown

C. Victor Johnson
atty for Murla Brown

July 28 1925 Rec'd of Victor Johnson atty thirteen and 10/100 Dollars as costs
V. Lo. Greeley PW

July 28-1925 Rec'd of PW Greeley Ten & 60/100 Dollars. My Cost
H.B. Cutshall
PWP Sheriff

Commonwealth of Pennsylvania and Commonwealth of Pennsylvania to the use of Murla Brown,
vs.
J. D. Brown and A.B. Clark
Issued March 31, 1925

Tax Twist (Phipps) #	2.25
Clerk Sterling	.50
Shff Cutshall	10.60
Pro. Greeley	2.00
atty	3.00

Scire Facias sur Recognizance taken and filed in the Court of Quarter Sessions of Crawford County, Pa., at No. 9 September Sessions, 1924. Returnable to the First Monday of May, 1925.

March 31, 1925. Declaration and suggestion of breaches filed.

Now, to wit, April 2, 1925, Upon motion and affidavit on part of plaintiff, leave granted the use-plaintiff, Murla Brown to have her Declaration as well as the writ of Scire Facias in this case served upon J. D. Brown, the defendant, by the Sheriff of Crawford County, while the said J. D. Brown is confined in the Crawford County Jail.

(See paper filed) By Curiam.

Writ returned: Served the within writ on the within named J. D. Brown and A.B. Clark on April 2, 1925, by handing to each of them a true and attested copy of the writ, and making known to each of them the contents thereof, and at the same time served a copy of declaration and suggestion of breaches on each of them - J. D. Brown and A.B. Clark. So answers H.B. Cutshall, Sheriff.

Walter J. McClintock

64

May 15 1925 Rec'd of Dep't Lola E. Graham Nine and 30/100 Dollars Sh'ff & Proth'y costs
V. L. Greeley Dep

May 15-1925 Rec'd of Pro Greeley Six & 30/100 Dollars My Costs
H.B. Cutshall
Per O.K.P. Sheriff

vs

Clara L. McCoy, Executrix of the last will and testament of John D. McCoy, deceased,

vs

Rolla H. Pardee and Lola E. Graham.

Issued April 2, 1925

		#
Pro Greeley (Pltf. pd)		2.00
Shff. Cutshall		6.30
Pro Greeley		2.50
Atty		3.00
asst		.50

Of No. 133 September Term, 1918.

Scire Facias to revive and continue the lien of the above judgment, et quare executionem non, with notice to terre tenants, if there be any;

Returnable to next term.

P.f. 163; G.f. 77.

Writ returned: Served the within writ on Rolla H. Pardee and Lola E. Graham on April 8, 1925, by handing a true and attested copy of the writ to Mrs. Gracia Graham Pardee, an adult member of Rolla H. Pardee's family (his wife), and also handing a true and attested copy of the writ to Lola E. Graham, and making known to each of them the contents thereof.

So answers H.B. Cutshall, Shff.

And now, May 8, 1925. By direction of plaintiff by her attorney, judgment is entered in the above entitled case in favor of the plaintiff and against the defendant, for want of an appearance and affidavit of defense; and same liquidated at the sum of Three hundred thirty Dollars, with costs of this proceeding. (See paper filed)

Debt # 330.00

Int. from May 7, 1925.

Judgment

V.L. Greeley, Prothy.

P.f. 163 G.f. 77.

May 15, 1925, for value received the within judgment is hereby assigned to Lola E. Graham, debt, interest to date, and all costs.

Walter J. McClintock
atty for Plaintiff

J. D. Roberts
65

Sept. 14, 1925
Received from
J D Roberts $4.90
my costs
H B Cutshall Sheriff

Sept. 17, 1925, Recd of
Libellant per atty $9.75
my costs.
W L Greeley, Prothy.

Budman B. Waldo
vs.
Lillian A. Waldo
Issued April 2, 1925

Jay Twitchell (Atty pd)	$ 2.00
Shff. Cutshall	1.85
Shff. Cutshall-alias	1.85
Shff Cutshall-proc	6.25
Pro. Greeley	9.75
Atty	5.00
Master, S.A.G.	

Subpoena in Divorce.
And now, April 2, 1925, Subpoena awarded, Returnable first Monday of May, 1925.
(Signed) Thos. J. Prather, P.J.

Subpoena returned May 4, 1925: The within named Lillian A. Waldo not found in my bailiwick.
So answers H. B. Cutshall, Sheriff.

May 8, 1925 Alias subpoena in divorce issued, returnable to first Monday of July next

Alias Subpoena retd July 6, 1925: The within named Lillian A. Waldo not found in my bailiwick.
So answers H. B. Cutshall, Sheriff.

July 16, 1925, Order for proclamation issued, returnable to first Mon. Sep. next

And now Sept. 7, 1925.- I have made proclamation in the above entitled case according to law, and caused the same to be published in the Pochahanton 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, Sept. 8, 1925, Stuart A. Culbertson, Esq. is appointed Master to take testimony in above case and make report to the Court. See paper filed) Com. issued. By Hon. Thos. J. Prather, P.J.

Sept 18 1925 Testimony and Report of Master filed.

On Argument List for Sept. Term, 1925, No. 16.

Now, Nov. 9, 1925 After due consideration, a divorce is decreed as prayed. Per Curiam.

Decree: And now, to-wit Nov. 9 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 Budman B. Waldo be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him, the said Budman B. Waldo, the libellant and the said Lillian A. Waldo 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)

66

W. H. Kelly
vs.
S. Hartman
Entered April 3, 1925

Pro. Greeley (Pltff. paid) # 2.25
atty on original, 3.00

Feby 1 1927 Rec'd three dollars my atty fee
J. D. Roberts

Of No. 245 February Term, 1920.
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 thirty-eight and 27/100 Dollars, being the amount of debt, interest and costs now due on the original judgment

Debt # 938.27
Int. from April 6, 1920 (3)
Judgment
W. L. Greeley, Prothy

A. 4/0 155

Feby 1 1927 Rec'd satisfaction in full debt interest and costs on above judgment
Hayne H. Kelly

J. Berry Eckels ✓ 67	Edna May Snyder vs. Eddie William Stark Issued April 4, 1925 Jay & Bro. fs. 4-6-25 # paid 3.00 Shff. Whitehall 8.40	Replevin for one blackening square piano, of the value of $25.00; Returnable to next term. April 4, 1925, Affidavit as to value of property filed. April 4, 1925, Bond of Plff., with Monroe Snyder, J. B. Snyder and W. F. Thompson as sureties, in the sum of $50.00, approved and filed. Writ returned. Served the within writ on the within named Eddie William Stark on April 9, 1925, at 3 o'clock P. M., and took possession of the within mentioned property. The defendant having failed to file bond with the Sheriff within 72 hours after service of the writ, I delivered the replevined property to the plaintiff, Edna May Snyder. So answers H. B. Whitehall, Shff.

Albert L Thomas
68

L. G. Waite
vs.
Bertha Waite.
Issued April 6, 1925.

Tax & writ (Paby Atty)	2.00
Shff Butshall	1.85
Shff. Butshall-Alias	1.85
Shff. Butshall-proc	6.25

Subpoena in Divorce.

And now, April 6, 1925 subpoena awarded, Returnable second Monday of May, 1925 (Signed) Thos. J Brother, P. J.

Subpoena returned May 11, 1925: The within named Bertha Waite not found in my bailiwick. So answers H. B. Butshall, Shff.

May 11, 1925. Alias subpoena in divorce issued, returnable to first Monday of July next.

Alias sub. ret'd July 6, 1925: The within named Bertha Waite not found in my bailiwick.
So answers H. B. Butshall Shff.

July 6, 1925. Order for proclamation issued, returnable to first Monday of Sept. next.

And now, Sept. 7, 1925- 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.

Albert L. Thomas
6q

Sept 14 1925 Rec'd of Jeff by atty Nineteen and 70/100 Dollars Shff and Prothys costs
U. L. Greeley Pad
Sept 14-1925
Rec'd of Pro Greeley Nine & 95/100 Dollars My Costs
H B Cutshall
O.P.P. Sheriff

Babetta Marie McCoy
vs.
George Francis McCoy
Issued April 6, 1925.

Jay & Work (Pd by Atty)	2.00
Shff. Cutshall	1.85
Shff. Cutshall, - alias	1.85
Shff. Cutshall - prov.	6.25
Pro. Gurley & Co	9.75
Master - Schuler (pd by fil)	25.00
atty	3.00

Subpoena in Divorce.
And now April 6, 1925 Subpoena awarded, Returnable to the second Monday of May, 1925
(Signed) Thos. J. Brother, P. J.
Subpoena retd May 11, 1925. The within named George Francis McCoy not found in my bailiwick. So answers
H B Cutshall, Shff.
May 11, 1925 Alias subpoena in divorce issued, returnable to first Monday of July next.
Alias sub. retd July 6, 1925: The within named George Francis McCoy not found in my bailiwick. So ans. H B Cutshall, Shff.
July 6, 1925 Order for proclamation issued, returnable to first Monday of Sept. next.
And now Sept 7, 1925 I have made proclamation in the above entitled case according to law, and caused the same to be published in the Cochranton Times, a newspaper printed within my bailiwick, for four weeks successively prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached.
So answers H. B. Cutshall, Sheriff.
And now, Sept. 8, 1925, John Schuler, Esq., is appointed Master in this case. By Hon. Thos. J. Brother, P.J. (See paper filed) Com. issued.
Sept. 15, 1925 Testimony and report of Master filed.
On Argument List for Sept. Term, 1925, No. 17.
Now, Nov. 9, 1925, After due consideration, a divorce is decreed as prayed, and at cost of respondent. Per Curiam.
Decree: And now, to wit Nov. 9, 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 Babetta Marie McCoy be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Babetta Marie McCoy the libellant and the said George Francis McCoy respondent.
And that thereupon all and every the duties, rights and claims, accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage shall cease and determine
And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married. Per Curiam
(See paper filed)

Donald L. Thompson ✓ 70	Petition of Edna B Newman, wife of Daniel G. Newman to be decreed a Feme Sole Trader Entered April 6, 1925 Pro. Greeley 5-21-25 paid $3.00	April 6, 1925 Petition presented in open Court and filed. And now, to wit, April 6, 1925, upon presentation of the foregoing petition, it is ordered that a hearing be had upon said petition, on Tuesday, the 26th day of May, 1925, at 10 o'clock A.M. Notice of said hearing to be given by advertisement in the Lochraiton Times, once a week for two successive weeks. (See petition) Per Curiam. On Argt. List for May Term, 1925, No 5. May 26, 1925 Proof of publication of notice in Lochraiton Times filed. Decree: And now, to wit, May 26, 1925, Edna B Newman, wife of Daniel G. Newman, having presented her petition at the above number and term, praying that she may be decreed a feme sole trader; and after publication of notice thereof, and a full and complete hearing thereon, it appearing upon good and sufficient proof that all marital relations between her, the said Edna B. Newman, and Daniel G. Newman, her husband, have ceased, and that the said Daniel G. Newman, for one year and more last past has deserted and separated himself from the said Edna B. Newman, his wife, and that she has maintained herself by her own efforts and the efforts of such of her children as were from time to time employed, and further that the said Daniel G. Newman has not supported or contributed towards the support of her the said Edna B. Newman, or their children, - she the said Edna B. Newman, is hereby declared and adjudged to be a Feme Sole Trader, and all her property, real and personal, however acquired, shall henceforth be subject to her free and absolute disposal during life, or by will, without any liability to be interfered with or obtained by the said Daniel G. Newman, husband of the said Edna B. Newman, and further, that in case of intestacy of the said Edna B. Newman, all her said property shall go to her next of kin as if he the said Daniel G. Newman, were previously dead. Per Curiam. (See paper filed) (Signed) Thos. J. Brather, P.J. May 26, 1925 Certified copy of decree issued.

John L. Spencer

71

Petition of Fred D. Roberts and Myrtle Roberts, his wife, for the adoption of Rita Louise Hills child of Ann Hills mother unknown, as their child their heir.
Entered April 6, 1925
4-9-25
Gro. Greeley paid 3.00

April 6, 1925, Petition with consent of Probation Officer annexed and supporting affidavit, presented in open Court and filed.

Decree

And now, April 6, 1925, upon consideration of the foregoing petition, the Court being satisfied that the welfare of said minor, Rita Louise Hills, will be promoted by the adoption prayed for in said petition, and it also appearing that said minor child was on the 22d day of November, 1924, adjudged a neglected child, and placed under the jurisdiction of the Juvenile Court of Crawford County, Pennsylvania, under the supervision of John L. Spencer, Probation Officer of said Juvenile Court, and that he has given his consent in writing to the adoption of said minor child as prayed for and who believes that it will be for the best interests of said minor child that such adoption be granted; - it is hereby ordered and decreed, that the said Rita Louise Hills shall assume the surname of said petitioners, and shall have all the rights of a child and heir, and be subject to all the duties of children and heirs of the said petitioners, Fred D. Roberts and Myrtle Roberts, his wife, equally with any other child or children they may have, in accordance with the provisions of the Act of Assembly in such cases made and provided. Per Curiam. (See petition filed)

April 6, 1925, certified copies of decree issued.

John L. Spencer

72

Petition of W. W. Childs and Georgia May Childs, his wife, for the Adoption of Arden Garth Hills minor child of Verne Hills and of Goldie Hills (deceased) as their child and heir. Entered April 6, 1925.

Pro. Precipe 4-7-25 # paid 3.00

April 6, 1925. Petition with consent of Probation officer of Crawford County, and supporting affidavits annexed, presented in Open Court and filed.

Decree.

And now, April 6, 1925, upon consideration of the foregoing petition, the Court being satisfied that the welfare of said minor, Arden Garth Hills, will be promoted by the adoption prayed for in said petition, and it also appearing that said minor child was on the 22d day of November, 1924, adjudged a neglected child, and placed under the jurisdiction of the Juvenile Court of Crawford County, Pennsylvania, under the supervision of John L. Spencer Probation officer of said Juvenile Court, and that he has given his consent in writing to the adoption of said minor child as prayed for, and who believes that it will be for the best interests of the said minor child that such adoption be granted; it is hereby ordered and decreed that the said Arden Garth Hills shall assume the surname of the said petitioners and shall have all the rights and be subject to all the duties of children and heirs of the said petitioners, W. W. Childs and Georgia May Childs, his wife, equally with any other child or children they may have, in accordance with the provisions of the Act of Assembly in such cases made and provided.

(See petition filed) Per Curiam.

April 6, 1925. Certified copies of decree issued.

Charles B. Stegner 73	Petition of Jacob Wazenberg for Inquisition in Lunacy as to Pauline Bernstein of the City of Titusville. Entered April 6, 1925 Pro. Greeley 1/4/36 $3.00 Shff. Entshallcome Robt Benedict Inquest Jurors.	April 6, 1925 Petition, with supporting affidavit, presented in open Court and filed. Be. page 189 And now, April 6, 1925, D. W. Benedict, Esq. is appointed Commissioner under prayer of petition, Returnable First Monday of May, 1925. Notice to alleged lunatic to be served at least six days prior to hearing. (See petition) Per Curiam. April 6, 1925. Commission de lunatico inquirendo issued.

Otto Kohler ✓

74

Leland J Culbertson
Stuart A Culbertson
Apr. 20, 1925.

April 23, 1926 Rec'd from Plffs Atty $7.25, being Shffs. & Pros. costs
V L Greeley, Pro.

April 23 1926 Rec'd from Pro Greely $3.50 my costs
H B Kutshall Shff

The New Idea Spreader Company
vs.
Annis Kurtz alias Annie Kurtz
Issued April 9, 1925.

Tax Writ pd by Atty	$ 2.00
Shff. Kutshall	3.50
Pro. Greeley	3.75
Atty, Paid by Plff. 16 Cases	3.00

Summons in Assumpsit Returnable to first Monday in May next
April 9, 1925 Statement of Claim filed and copy certified to Sheriff.
Writ returned: Served the within summons and statement of claim on the within named Annis Kurtz, on April 10, 1925 at her residence 639 Lord Street, in the City of Meadville Pa., by handing to her a true and attested copy of the summons and statement of claim, and making contents of same known to her.
So answers H B Kutshall, Sheriff.
April 20, 1925 Affidavit of defense filed. Service accepted by Plff's Atty.
And now, April 21, 1925 Plff. by Attorney enters a rule on deft. to show cause why judgment should not be entered in default of a sufficient affidavit of defense. Service of rule accepted by Deft's Attorneys. (See paper filed.)
On Arg't List for Sept. Term, 1925, No. 1. To be submitted on Briefs.
Now, Nov. 24, 1925, Rule absolute by consent of counsel.
Per Curiam.
Nov. 25, 1925, Judgment entered and liquidated at the sum of Four hundred sixty-five and 71/100 Dollars, with costs of suit. (See paper filed)

Debt # 465.71
Int. from Nov. 25, 1925.
Judgment
V L Greeley, Pro'thy.

K page 143.

Fifa no 19 Sept Term 1926

Curtis L. Webb
Issued 1/26/25 Sheriff
75

Charles M. Barackman, Assignee of Alice Barackman, now deceased,
vs.
Catherine Delp and John Peter Delp,
Mortgagors and
August Delp, Terre Tenant and owner.
Entered April 9, 1925.

Tax & Pa. St. (Affg. Jd)	$ 3.00
Rec. Hood	.50
Atty	3.00

Scire Facias sur Mortgage recorded in Mortgage Book No. 68, page 242; Returnable to first Monday of May, 1925.

April 9, 1925. Affidavit as to ownership of mortgaged premises filed.

By virtue of the power of Attorney contained in the mortgage hereto attached Curtis L. Webb, Esq., enters an appearance in the above entitled proceeding for Catherine Delp and John P. Delp, the mortgagors therein named, and confesses judgment against them and in favor of Charles M. Barackman, the present owner and holder of said mortgage for the sum of Two thousand Dollars, being the amount of debt secured by the mortgage aforesaid, together with the Attorneys commission added thereto, with interest thereon from April 1, 1925, with costs of suit, release of errors, and waiving all benefit of any exemption laws now in force or hereafter to be passed.

And now, April 9, 1925, comes August Delp, the owner of the premises described in the mortgage hereto attached, and waives the issue and service of a Scire Facias sur Mortgage in the above entitled case, with the same force and effect as though issued by the Prothonotary and personally served on him by the Sheriff, and so returned; and hereby confesses judgment thereon in favor of Charles M. Barackman for the sum of Two Thousand Dollars, being the principal due on said mortgage and the interest thereon to April 1, 1925, including therein the Attorneys commission provided for in said mortgage; without stay of execution, and with a release of all errors. (See paper filed)

Debt $2,000.00
Int. from April 1, 1925.

D. Dkt. 37, 40 & 134.

Judgment
V. L. Greeley, Prothy.

Feb. 3. 1928. The above judgment assigned to Anna O. Barackman, 3rd mo. Meadville (See paper filed.)

Feb. 27, 1929. Declaration of Plaintiff as to lien of above judgment filed and that same "has no validity as a lien against and in no way affects the title to the land of John P. Delp, Jr., who is the owner of real estate in the Borough of Cambridge Springs, Pa., known as the Kelly Bank property."

Aug. 14, 1931. Amicable Sci. Fa. to No. 148 Sep. Term, 1931.

MAY TERM, 1925

J. A. Boland ✓	Thomas O. Wetzel, use of First National Bank of Cambridge Springs, Pa., vs. James J. Durning, Jr. ✓	Of No. 194 November Term, 1918. Sci. Facias to revive and continue the lien of the above judgment; Returnable to next Term. D.J.P. 161.
76	Issued April 10, 1925	(See Plevies Fi. Fa. to No. 48 May Term, 1925
	Pro. Speedy Pd by Atty $2.00	And now, May 1, 1925, comes Curtis L. Webb attorney for the defendant, James J. Durning, Jr., and accepts service of the within writ of Sci. Fa., with the same force and effect as though served personally. (See writ)
	Shff. Lutshall 2.60	And now, May 9, 1925, writ returned. Curtis L. Webb, Esq., accepted service for the defendant. So answers, H. B. Lutshall, Shff.

Thomas v. Thomas.
to Victor Johnson
77

Albert L. Thomas
vs.
Veda Z. Thomas
Issued April 11, 1925

	#
Tax & writ	2.00
Sheriff Gutshall	1.85
Shff Gutshall, alias	2.85
W. F. McClintock Master (Pd)	
Pro. Greeley for Co. Atty	8.75

Subpoena in Divorce
And now, April 11, 1925, subpoena awarded, Returnable to Second Monday of May next.
(Signed) Thos. J. Brother, P. J.

Subpoena returned: Received Subpoena in Divorce May 29, 1925, too late to serve for return day (Second Monday of May, 1925)
So answers, H. B. Gutshall, Shff.

May 29, 1925, Alias subpoena in divorce issued, returnable to first Monday of July next.

Alias Subpoena returned: Served the within Subpoena in Divorce on the Respondent personally, on the third day of June, 1925, 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. Gutshall, Sheriff.

And now, Aug. 24, 1925, - Walter F. McClintock, Esq. is appointed Master to take testimony in above case. By Hon. Thos. J. Brother, P. J. (See paper filed) Dom. issued.

Sept. 18, 1925 Testimony and report of Master filed.
On Argument List for Sept. Term, 1925, No. 18.

Dec 28 1925- Testimony and Report of Master filed in place of the one filed Sept 18 1925- which in some way was lost from the files

And now Dec. 28, 1925 after due consideration a divorce is decreed as prayed Per Curiam

Decree: And now, to-wit Dec. 28, 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 Albert L. Thomas be divorced and forever separated from the nuptial tie and bonds of matrimony, heretofore contracted between him, the said Albert L. Thomas the libellant, and the said Veda Z. Thomas the respondent.

And that thereupon all and every the duties, rights and claims, accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage shall cease and determine; And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married. Per Curiam.

(See paper filed)

Sept. 18, 1925 Received from Libellant $15.45, being Tax & writ $2.00, Shff. Gutshall $4.70 and Pro. Greeley $8.75.
W. L. Greeley, Pro.

Sept. 18. 1925-
Received from Pro Greeley 4.70 in my costs
H. B. Gutshall Sheriff

J. A. Boland

78

Mrs Annis F. Root and
Miss Klara Root
vs.
Sumner F. Root
Issued April 13, 1925

Geo. Greeley (Atty pd)	# 2.00
Shff. Gutshall	---
Geo. Greeley	2.00
Atty	3.00
Original Costs:	
Plff	1.50
Atty	3.00

Of No. 281 February Term, 1920
Scire Facias to revive and continue the lien of the above judgment, with notice to Loren F. Root as terre tenant, Returnable to next term.
R. page 185.

June 5, 1925, S. F. Root and Loren S. Root accept service of the writ in this case, with the same force and effect as though it had been served personally upon them by the Sheriff of Crawford County. (See writ)

And now, Aug. 3, 1925, On motion of plaintiff's attorney, judgment is entered in favor of plaintiffs and against defendants (and terre tenant) for want of an appearance, and liquidated at the sum of Two thousand six hundred twenty-five Dollars (which includes #125.00 attorneys commission); payable within six months after denise of defendant, without interest. (See Rule Doc. 12, page 606)

Debt # 2625.00
Int. from — without interest
Judgment
V. L. Greeley, Prothy

R. pp. 163 & 185.

Sept 25 1942 By virtue of a writ of Mrs Annis F Root and Loren Mary Root, I now satisfy and discharge this judgment.
J. A. Boland
atty for Plff.

Leland J. Culbertson 79	Frank M. McMillen Assignee of William E. Morse vs. Monroe Young Issued April 13, 1925 Tax & writ (Atty fee) $ 2.25 Rec. Hood .50 Shff. Butshall 2.60	Scire Facias sur Mortgage recorded in Mortgage Book Vol. 122, page 216 Returnable to next term April 13, 1925 Affidavit as to ownership of the land described in the mortgage, the amount due, etc., filed. Now April 27, 1925 the mortgage on which this scire facias was issued is assigned unto W. H. Woods, of Hayfield Township, Crawford County, Penna. for the sum of $436.06. F. M. McMillen Witness V. L. Greeley. And now, May 11, 1925, writ returned. Order of plaintiff's attorney. So answers, H. B. Butshall, Sheriff.

MAY TERM, 1925

80 Thomas & Thomas ✓	O. W. Jones vs J. N. Muir Entered April 16, 1925 Tax & entry (Deft. to pd) 1.50 Costs on Trans (to be pd by Pft) 5.30	Appeal by Deft. from Judgment of Peter B. Barr, Alderman.

S. R. Miller
81

Mrs. Klara Renner,
vs
Fred Shreve Bairbough
and Mabel Shreve Bairbough,
with notice to B. M.
Glover and Flora M.
Glover, terre tenants.
Issued April 16, 1925

Tax & writ ($2.00 paid)	$ 2.25
Recorder Hood	.50
Shff. Gutshall	10.20
Pro. Greeley	2.50
Atty.	3.00

Sci. Fa. sur Mortgage recorded in Mortgage Book No. 98, page 588;
Returnable to First Monday of May 1925.

April 16, 1925 Affidavit as to owners of land filed.

Writ returned: Served the within writ on the within named B. M. Glover and Flora M. Glover, on April 17, 1925, by handing to each of them a true and attested copy of the writ and making known to each of them the contents thereof. Served the within writ on Fred Shreve Bairbough by sending to him a true and attested copy of the writ by registered mail, his receipt for same being hereto attached. Nihil habet as to Mabel Shreve Bairbough.
So answers A. B. Gutshall, Sheriff

And now, September 20, 1927, On motion of plaintiff's Attorney, judgment is entered against defendants for want of an appearance and affidavit of defense. And same day judgment liquidated at the sum of Eleven hundred ninety-six Dollars and Fifty-eight cents, and costs.
(See paper filed)

Debt $ 1196.58
Int. from Sept. 19, 1927.
Judgment
V. L. Greeley, Pr'thy.

Ba. pp. 169 & 201; G. p. 184.

Lev. Fac. to No. 8 Nov. Term, 1927.

Now: Soviet: Nov. 14, 1927 Above judgment and all moneys due thereon is hereby assigned to Margorie J. Clark in consideration of sum of $ 1205.54

J. R. Brucker
Atty for Pltff

Roy S Peters 82	In re Incorporation of Tryonville Cemetery Association of Tryonville, Steuben Township, Crawford County, Penna. Entered April 17, 1925 Pro. Speeley (Colby, Atty) 3.00	April 17, 1925, Certificate for Incorporation filed.

May 25, 1925 Proofs of publication of notice of intended application filed

Decree: And now to-wit, May 25, 1925 the within Certificate of Incorporation having been on file in the office of the Prothonotary of said Court since April 17, 1925, as appears from the entry thereon, and due proof of publication of notice of this intended application, as required by law, having been presented to me, I hereby certify that I have perused and examined said instrument and find the same to be in proper form and within the specified purposes of corporations of the first class according to section 2 of the Act of April 29, 1874, and its supplements, and that the said purposes are lawful and not injurious to the community.

It is, therefore, ordered and decreed that the same be approved, and that upon the recording of the said Charter and its indorsements and this order in the office of the Recorder of Deeds in and for said County, the subscribers thereto and their associates shall thenceforth be a corporation for the purposes and upon the terms and under the name therein stated.

Per Curiam
Thomas J. Proctor P.J.

John O. McClintock Walter J. McClintock 83	In the Matter of the Incorporation of Meadville Automobile Merchants Association. Entered April 20, 1925 Pro. Greeley Jr. Jan 17, 1925 $3.50	April 20, 1925 Certificate for Incorporation filed. May 25, 1925. Proofs of publication of notice of intended application filed: Decree: And now, to-wit, May 25, 1925 the within certificate of incorporation having been on file in the office of the Prothonotary of the Court of Common Pleas of Crawford County for a period of thirty days last past, and due proof of legal publication having been presented to me, I hereby certify that I have perused and examined the said instrument, and find the same to be in proper form, and within the specified purposes of corporations of the first class, and that the said purposes are lawful and not injurious to the community. It is therefore ordered, adjudged and decreed that the same be and are hereby approved, and that upon the recording of the said Charter and its endorsements and this order in the office of the Recorder of Deeds in and for Crawford County, the subscribers thereto and their associates shall thenceforth be a corporation for the purposes and upon the terms and under the name therein stated. Per Curiam Thos J. Prather P.J.

August Delp
84

May 17 1926 Rec'd of Deff'g atty Thirteen and 55/100 dollars Shff & Pros Costs
V. L. G. [illegible] Pro

May 17. 1926. Rec'd of V. J. Greeley Fourteen dollars
$14.70 Chas. H. Jones
Sheriff

Henry Edward Gerard
vs
Grace Marie Gerard
Issued April 21, 1925.

Tax & writ (Lib. paid)		2.00
Shff. Guthrall		1.85
Shff. Jones - alias		2.85
W. J. McClintock, Master	not to Master	25.00
Pro. Greeley		8.85
Atty		3.00

Subpoena in Divorce
And now, April 20, 1925, subpoena awarded, returnable first Monday of June next. (Signed) Thos. J. Brather, P.J.

Subpoena returned June 1, 1925. The within named Grace Marie Gerard not found in my bailiwick. So answers H. B. Guthrall, Shff

March 30, 1926 Alias subpoena in divorce issued, returnable to first Monday of May next.

Alias subpoena retd: Served the within subpoena in divorce on the respondent personally on the 30th day of March, 1926, 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 Chas. H. Jones, Sheriff.

And now, May 3, 1926, W. J. McClintock, Esq., is appointed Master. (See paper filed) Com. issued. By Hon. Thos. J. Brather, P.J.

May 13, 1926, Testimony and report of Master filed.

On Arg't List for May Term, 1926, No. 14.

July 6, 1926, upon due consideration a divorce is decreed as prayed
Per Curiam.

And now, to-wit: July 6, A.D. 1926 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 Henry Edward Gerard be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between him the said Henry Edward Gerard the libellant, and the said Grace Marie Gerard the respondent.

And that thereupon all and every the duties rights and claims accruing to either the said libellant or the said respondent at any 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

John A. Northam

85

Sept 1 1925 Recd of A. L. Shellito Guardian Seven Dollars costs
V. L. Greeley Pro

Sept. 11, 1925, Recd of Pro. Greeley $6/00, my costs
J. A. Northam

April 13 1927 of A. L. Shellito Guardian Ten and 50/100 Dollars costs & adv acct
V. L. Greeley Pro

Jan 31 1928 Pd the Commonwealth Council for adv acct V.L.G.

Petition of A. L. Shellito for appointment of a Guardian of Zady Camp aged 57 years, a resident of Spring Township, as an insane and mentally person.

Entered April 21, 1925

Pro. Greeley	$5.00
J. A. Northam notary fee	1.00
Copy of Inv.	1.00
Pro G since	7.50
adv acct	3.00

April 21, 1925. Petition presented to Hon. Thos. J. Prather, P.J. and filed. O.p.287.

And now, April 21, 1925, upon presentation of the foregoing petition, and upon consideration of the same, it is hereby ordered and decreed that a hearing be had thereon before the Court upon Wednesday May 6, 1925, at 10 o'clock A.M., and that 10 days' written notice of the filing of this Petition and time of hearing be given to the said Zady Camp, Anna Shellito, James Talbert.

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

April 24, 1925 Acceptance of service of notice by Anna Shellito and James Talbert filed.

April 25 1925 Proof service of notice on Zady Camp and affidavit as to her inability to appear filed.

Decree: And now, May 6, 1925, it appearing to the Court that written notice of the time and place of hearing in this matter was duly served upon said Zady Camp, and upon Anna Shellito and James Talbert, and that the said Zady Camp cannot be brought into Court with safety to herself to attend the said hearing; after hearing had in open Court, the said Zady Camp is hereby adjudged an insane person, and so mentally defective as to be unable to care for her property and estate; and A. L. Shellito is hereby appointed Guardian as prayed for. Bond required in the sum of $500.00, to be approved by the Court.

(See paper filed) Per Curiam.

May 14, 1925, Bond of A. L. Shellito, Guardian, with R. Jay Cole as surety, in the sum of $500, approved by the Court & filed.

June 24 1925 Inventory and appraisement filed.

Sept. 8, 1925, Petition of Guardian for sale of real estate at public sale presented in open Court and filed.

Order: And now, Sept. 8, 1925, upon presentation of the within petition in open Court, and upon consideration of same, it appearing to the Court that notice of this intended application was given to the next of kin of said Zady Camp capable of inheriting said real estate, no objection having been filed to said sale, and it further appearing to the Court that it is necessary that said real estate be sold for the purposes set forth in said petition, it is hereby ordered and decreed that said A. L. Shellito, Guardian, is hereby authorized and directed to sell at public sale the real estate of said Zady Camp described in said petition. Notice of said sale to be given as provided by law and the Rules of Court. The terms of said sale to be 20% of purchase price when property is struck off and the balance on confirmation of sale. Bond required of said Guardian in

Record continued on page 598

MAY TERM, 1925

to Victor Johnson	Commonwealth, ex rel. William Eugene Zimmer, by his father, Earl A. Zimmer vs. Adelaide Zimmer. Issued April 22, 1925.	Habeas Corpus for the custody of William Eugene Zimmer, aged 14 months the child of petitioner and respondent. And now, to wit, this 22d day of April, A.D. 1925, - A rule is hereby granted on the said Adelaide Zimmer, and a writ of Habeas Corpus is hereby awarded, directing and requiring ~~that~~ the said Adelaide Zimmer shall forthwith bring before this court the body of the said William Eugene Zimmer, and show cause if any she has, why the said William Eugene Zimmer should not be relieved of the said illegal restraint, and why he should not be delivered into the custody of his father, Earl A. Zimmer, the petitioner. This writ returnable forthwith. - But hearing fixed for Friday April 24, 1925 at 9 A.M. Per Curiam. (Signed) Thos. J. Brather, P.J.
86		
	Bro. Greeley (Atty pd) $2.00 Sheff. Butshall 2.60 Bro. Greeley 2.25 Attys 3.00	

Writ retd: Served the within writ of Habeas Corpus on the within named Adelaide Zimmer on April 22, 1925 at her residence No. 1145, Park Avenue, Meadville, Pa., by handing her a true and attested copy thereof and making contents of same known to her. So answers A. B. Butshall, Sheriff.

April 24, 1925 Respondents answer filed.

Order: And now, April 23, 1925, the prayer of the petitioner is refused, and writ dismissed at his costs except that no witness fees shall be taxed as costs. And it is further directed that as to the child William Eugene Zimmer, aged 14 months, the father, Earl Zimmer, shall see him at reasonable and convenient times; and for reasonable and convenient periods of time the said father may take the child to the home of Mr and Mrs. A. J. Zimmer, in this city. Per Curiam.

(See paper filed)

Now, May 18, 1925, until further order of court, the periods when the father may take the said child to his father and mother's home, is limited to Saturdays and Sundays of each week.

(See paper filed - the former order) (Signed) Thos. J. Brather, P.J.

J. Perry Eckels

vs.

Thomas & Thomas
5/7/25

Mch 11 1926 Rec'd of Pff by atty Four Dollars Jury fee. V.L. Greeley Pro

Jan. 24, 1927, Rec'd from Pltff Atty $20.95 being Shffs & Pros costs & sat. for V.L. Greeley, Pro

Jan 24. 1927 Received $10.20 my costs from Pro. Greeley
H.B. Kutshall

Nicken Slobodujak, by his father and next friend Victor Slobodujak

vs.

L. A. Glessman

Issued April 23, 1925

	$
Jay & work (Atty fd)	2.00
Shff. Kutshall	10.20
Pro. Greeley for Co.	10.50
Jury fee	4.00
Atty	3.00
Pltffs bill of costs	44.52
Sat	.25

Summons in Trespass
Returnable to next term.
April 24, 1925, Plaintiffs statement of claim filed, and copy certified to Sheriff.
Writ rtd: Served the within summons together with plaintiffs statement of claim, on the within named L. A. Glessman, on April 24, 1925, by handing to him a true and attested copy of each, and making known to him the contents thereof.
So answers H.B. Kutshall, Sheriff
May 19, 1925. Affidavit of defense filed.
On Trial List for 1st Monday of Oct. 1925, No. 4.
Oct. 5, 1925, Continued by consent.
On Trial List for 1st Monday of Jan. 1926 No. 23.
Dec. 1925, Continued by consent.
On Trial List for 1st Mon Mar 1926 at No 21
Mch 11 1926 Plaintiffs bill of costs filed
March 10, 1926 Jury selected and sworn as follows: 1- L.H. Werley, 2- Mrs. Florence Rust, 3- Mrs. David Gill, 4- Fred S. Bates, 5- David J. Dowling, 6- A.G. Henry, 7- Mrs. Elizabeth Dennis, 8- William Martin, 9- Geo. Zimmerman, 10- Earl H. Jamlin, 11- William Sanders, 12- Laura Winchester: twelve good and lawful persons, who upon their solemn oaths which they have taken say, March 11, 1926, they find for plaintiff in the sum of Four hundred eighteen Dollars.
March 10, 1926. Pltffs. points filed. G. page 128
March 15, 1926, Motion by defendant for a new trial filed.
On Argt. List for May Tr. 1926, No. 7. May 20, 1926 Argued C.A.V.
Nov. 8, 1926. Charge of the Court, answers to points, etc. filed.
Now, Nov. 8, 1926, Rule for new trial absolute. Per Curiam.
(See opinion filed)
On Trial List for 1st & 2d Monday of Jan. 1927, No 16.
Jan. 3, 1927. Continued by consent.

And now, January 24, 1927, a compromise settlement having made, the Prothonotary is directed to mark the above entitled case discontinued.

J. Perry Eckels
Attorney for Plaintiff.

MAY TERM, 1925

88	Hugh Thomas vs Joseph Wood Entered April 24, 1925 # Jay Fentress (Deft Jos) 2.00 Costs on Trans. Judgt 1.25	Appeal by Deft. from Judgment of D.D. Goshorn, Esq., Justice of the Peace

Leland E. Culbertson,
Stuart A. Culbertson
89

Hazel N. Meyer
vs.
Leo C. Meyer
Issued May 1, 1925

	#
Tax & writ (Atty pd)	2.00
Shff. Crutchall	1.85
Shff. Crutchall-alias	1.85
Shff. Crutchall-proc.	6.25
V. Johnson, Master paid	25.00
Prd. Greeley	9.75
Atty	5.00

Subpoena in Divorce and for custody of Betty Louise Meyer, child of the parties.

And now, April 25, 1925, subpoena awarded, Returnable to first Monday of June, 1925.
(Signed) Thos. J. Prather, P.J.

Subpoena returned, June 1, 1925.
The within named Leo C. Meyer not found in my bailiwick
So answers H.B. Crutchall, Sheriff.

June 1, 1925, alias subpoena in divorce issued, returnable first Monday of July next.

Alias Sub. retd July 6, 1925. The within named Leo C. Meyer not found in my bailiwick. So ans. H.B. Crutchall, Shff.

July 11, 1925 Order for proclamation issued, returnable to first Monday of Sept. next

And now, Sept. 7, 1925. 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. Crutchall, Sheriff.

And now, Sept. 8, 1925. C.V. Johnson, Esq., is appointed Master in above case to take testimony and make report
(See paper filed) Com. issued. By Hon. Thos. J. Prather, P.J.

Sept 18 1925 Testimony and Report of Master filed.

On Argument List for Sept. Term, 1925, No. 19.

Now, Nov. 9, 1925. After due consideration, a divorce is decreed as prayed, and at cost of respondent. Per Curiam.

Decree. And now to wit Nov. 9, 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 Hazel N. Meyer be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her the said Hazel N. Meyer the libellant, and the said Leo C. Meyer the respondent. And that thereupon all & every the duties rights and claims, accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage shall cease and determine

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

Oct 2, 1925 Recd of Pdff by atty ninety and 70/100 dollars Shff & Proctys costs
V. C. Greeley Prd

Oct 2d 1925 Recd of Mrs. Greeley Nine & 95/100 dollars by Costs
H B Crutchall
Sheriff

MAY TERM, 1925

Donald L. Thompson
Franklin B. Horbach
90

Curtis L. Webb
vs.
The Home Security Investment Company
Issued May 1, 1925

Tax & writ (Plff. paid) 2.00
Shff. Whitehall, 2.60

Summons in Assumpsit,
Returnable to next Term.

Writ returned: Served the within summons on the Home Security Investment Company, by handing to H. L. Smith, Secretary, and Treasurer of said company, at their office, corner of Market and Chestnut Streets, in the City of Meadville, Pa. on May 7, 1925, a true and attested copy of the within summons, and making contents of same known to him.
So answers H. B. Whitehall, Sheriff.

May 19, 1925 Plaintiffs statement of claim filed.

And now, May 19, 1925, Plff. by his attys enters a rule of reference; arbitrators to be chosen at Prothys office on June 8, 1925, at 10 o'clock A. M. (See paper filed)
Same day, Rule issued.

May 19, 1925 Proof of service of rule of reference on Defts. Atty. filed.

And now, June 1, 1925, On motion in open Court, rule to show cause granted why plaintiff should not file a more specific and complete statement of claim; proceedings stayed in meantime
(See paper filed) Per Curiam.

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

Sept. 22, 1926, Defendants answer to rule to produce records filed.

On Arg. List for Sept. Term, 1926, No. 6 "Certified".

On Arg. List for Nov. Term, 1934 No. 10. Nov. 28, 1934 Continued.

On Argument List for May 1935 at No. 28.

May 31, 1935 Rule made absolute and it is ordered that Plaintiff file a more specific statement within thirty days from this date. Per Curiam O. Clare Kent, P. J.

J. A. Northam vs Thomas & Thomas	Pearl Terry Hawkins vs Pearl Terry Hawkins, Executor of M. A. Terry, otherwise known as Marvin Henry Terry, deceased. Entered May 1, 1925 Tax & writ (Atty pd) 2.00	Summons in Assumpsit, Returnable to First Monday of June next. Ha. p. 205, Fp. 92. And now, May 1, 1925. Thomas & Thomas appear for the defendant, and waive the issuing of a summons therein, and accept service with the same force and effect as though a summons had been regularly issued and duly served upon the defendant by the Sheriff of Crawford County. (See praecipe) May 1, 1925. Plaintiffs statement filed, and service of copy accepted by plffs. Attys.

MAY TERM, 1925

Albert L. Thomas
92

Irena Redmond
vs.
Fred Redmond
Issued May 2, 1925

Tax & writ (Atty paid)	2.00
Shff. Leitshall	1.85
Shff. Leitshall, alias	1.85
Shff. Leitshall proc	6.25
L.C. Master (Paid)	25.00
Pro. Greeley	9.75
Atty	3.00

Subpoena in Divorce

And now, May 1, 1925, subpoena awarded, returnable to First Monday of June, 1925 [illegible] Thos. J. Brather, P.J.

Subpoena returned June 1, 1925. The within named Fred Redmond not found in my bailiwick.

So answers H. B. Leitshall, Shff.

June 2, 1925. Alias subpoena in divorce issued, returnable to first Monday of July next.

Alias Sub. rtd July 6, 1925. The within named Fred Redmond not found in my bailiwick. So answers H. B. Leitshall, Shff.

July 6, 1925. Order for proclamation issued, returnable to first Monday of Sept. next.

And now, Sept. 7, 1925, I have made proclamation in the above entitled case according to law, and caused the same to be published in the Bochraton Times, a newspaper printed within my bailiwick for four weeks successively, prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached.

So answers H. B. Leitshall, Sheriff.

And now, Sept. 8, 1925. Leland J. Culbertson, Esq., is appointed Master. By Hon. Thos. J. Brather, P.J. (See paper filed) Com. issued.

Sept. 18, 1925, Testimony and report of Master filed.

On Argument List for Sept. Term, 1925, No. 22.

Now, Nov. 9, 1925. After due consideration, a divorce is decreed as prayed, and at cost of respondent. Per Curiam.

Decree: And now to-wit Nov. 9. 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 Irena Redmond be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted betwixt her, the said Irena Redmond, the libellant and the said Fred Redmond the respondent

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

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

(See paper filed) Per Curiam

Sept 18 1925 Rec'd of Pfff by atty Nineteen and 70/100 Dollars Shff & Proctrs costs
H. L. Greeley Pro

Sept. 18 1925
Received from Pro. Greely $9.75 my costs
H. B. Leitshall Shff

Albert L. Thomas
93

Ida E. Brenneis

Albert L. Brenneis
Issued May 2, 1925

Tax + writ (Atty's fee)	$ 2.00
Shff. Leitshall	1.85
Shff. Leitshall-alias	1.85
Shff. Leitshall-proc.	6.25

Subpoena in Divorce.
And now, May 1, 1925, subpoena awarded, returnable the first Monday of June, 1925
(Signed) Thos. J. Prather, P.J.

Subpoena returned June 1, 1925: The within named Albert L. Brenneis not found in my bailiwick. So answers
H.B. Leitshall, Shff.

June 2, 1925, Alias subpoena in divorce issued, returnable to the first Monday of July next.

Alias Sub. retd. July 6, 1925: The within named Albert L Brenneis not found in my bailiwick.
So answers H.B. Leitshall, Shff.

July 6, 1925, Order for proclamation issued, returnable to first Monday of Sept. next

And now, Sept. 7, 1925, 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. Leitshall, Sheriff.

Arthur R. Thompson
94

Sept 29, 1925 -
Rec'd of Pfff by atty Nineteen and 70/100 Dollars Sheff + Prothy Costs V-L-Greeley Pro

Sept 29-1925 Rec'd of Pfff by Atty Greeley Nineteen 70/100 Dollars in Full Costs
N.B. Cutshall
Sheriff

George L. Ricketts
vs.
Lillian M. Ricketts
Issued May 2, 1925

Tax + writ (Atty's pd)		2.00
Sheff. Cutshall		1.85
Sheff. Cutshall - alias		1.85
Sheff. Cutshall - proc.		6.25
Master, W.S. (Pd)		25.00
Pro. Greeley		9.75
Atty		3.00

Subpoena in Divorce
And now, this 1st day of May, 1925, subpoena is awarded as prayed for, returnable June 1, 1925 at 10 o'clock A.M. (Signed) Thos. J. Prather, P.J.

Writ rec'd: June 1, 1925 the within named respondent, Lillian M. Ricketts, not found in my bailiwick.
So answers N.B. Cutshall, Sheriff

June 1, 1925, Alias subpoena in divorce issued, returnable to first Monday of July next, at 10 o'clock A.M.

Alias Subpoena returned July 6, 1925: The within named Lillian M. Ricketts not found in my bailiwick.
So answers N.B. Cutshall, Sheriff

July 20, 1925, Order for proclamation issued, returnable to first Monday of Sept. next

And now, Sept. 7, 1925 - I have made proclamation in the above entitled case, according to law, and caused the same to be published in the Cochranton Times, a newspaper printed within my bailiwick, for four weeks successively prior to return day thereof, as per copy of said proclamation and proof of publication thereto attached. So answers N.B. Cutshall, Sheriff.

And now, Sept. 14, 1925 W. J. Sirdevan, Esq., is appointed Master in this case. By Hon. Thos. J. Prather, P.J. (See paper filed) Com. issued.

Sept. 18, 1925 Testimony and report of Master filed.

On Argument List for Sept. Term, 1925, No. 21.

Now, Nov. 9, 1925 - After due consideration a divorce is decreed as prayed. Per Curiam.

Decree: And now, to-wit Nov. 9, 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 George L. Ricketts be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between him, him the said George L. Ricketts the libellant and the said Lillian M. Ricketts 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

le Leland J. Gilbertson &
int Stuart A. Gilbertson
95

Oct 2 1925 Rec'd of Deff by atty Nineteen and 70/100 dollars Shff & Prothy costs V. L. Greeley P.S.

Oct 2-1925 Rec'd of P.S. Greeley Nine + 97/100 Dollars my Costs
H. B. Cutshall
O.S.H.P. Sheriff

Arthur L. Battles
vs.
Nora J. Battles
Issued May 2, 1925

Jdt & writ (Atty fee)	2.00
Shff. Cutshall	1.85
Shff. Cutshall-alias,	1.85
Shff. Cutshall-prot.	6.25
Master & Ad. (pd by Lib.)	25.00
Pro. Greeley	9.75
Atty	5.00

Subpoena in Divorce
And now, May 1, 1925, subpoena awarded, returnable to first Monday of June, 1925.
(Signed) Thos. J. Prather, P.J.

Subpoena returned June 1, 1925, the within named Nora J. Battles not found in my bailiwick.
So answers H. B. Cutshall, Shff

June 1, 1925 Alias subpoena in divorce issued, returnable to first Monday of July next.

Alias Subpoena retd July 6, 1925. The within named Nora J. Battles not found in my bailiwick. So answers
H. B. Cutshall, Shff.

July 11, 1925, Order for proclamation issued, returnable to first Monday of Sept. next

And now, Sept. 7, 1925, I have made proclamation in the above entitled case according to law, and caused the same to be published in the Lochranton 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, Sept. 8, 1925, John A. Northam, Esq. is appointed Master, to take testimony in above case, and make a report.
See paper filed. Com. issued.
By Hon. Thos. J. Prather P.J.

Sept. 15, 1925, Testimony and report of Master filed
On Argument List for Sept. Term, 1925, No. 22

Dec. 14, 1925 Petition filed averring loss of Papers and praying for Reappointment of a master.

Order.

Now, December 12, 1925, upon consideration of the foregoing petition, an order is made appointing John A. Northam, Master to take Testimony and make report in the above case, to this Honorable Court, and further sustaining the record as noted in the Prothonotary's Docket as sufficient to sustain a decree of this Honorable Court in the within case
Thomas J. Prather Jr.

Dec 23 1925 Testimony and report of Master filed by J. A. Northam Master and same day handed the Court for Consideration.

Now, Dec. 28, 1925 after due consideration a divorce is decreed as prayed Per Curiam.

Decree: And now, to-wit December 28, A.D. 1925, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein,

Record continued on page 589

MAY TERM, 1925

x Arthur L. Bates 96 J. A. Northam for Viola Bailey	George W. Adsit vs. Viola Bailey and Daniel Bailey Issued May 4. 1925 # Tax & writ (Atty fd) 2.25 Rec. Hood .50 Shff. Brutshall 4.80	Sci. Fa. sur Mortgage recorded in Mortgage Book J No. 2, page 257 Returnable first Monday of June 1925. May 4, 1925 Affidavit as to owner of land filed. Writ rcld. Served the within writ on Viola Bailey, on May 21, 1925, by delivering to her a true and attested copy of the writ and making known to her the contents thereof. Nihil habet as to Daniel Bailey. So answers A. B. Brutshall, Shff. May 28 1925 Affidavit of Defense filed July 3. 1926 This suit is discontinued Arthur L. Bates Atty for Plaintiff

John C. Spencer
vs
Wm B. Griffen
For Garnishee

Dec 30 1925 Recd of Pff atty Twenty two and 65/100 Dollars Shff & Poundage Costs
V. C. Greeley.

Also receipt for $10.00 for Wm B. Griffen

Dec 30 - 1925 Recd of Pro. Greeley Sixteen & 90/100 Dollars My Cost.
H.B. Cutshall.
Sheriff.

Dec 30th 1925 received satisfaction in full of this judgment and Prothonotary is hereby authorized to satisfy same of record
John C. Spencer

Ernest Gray
vs
Park J. Davis, Deft.
and Titusville
Trust Company,
Garnishee.
Issued May 4, 1925

Tax & writ (Atty fee)	$ 2.50
Shff. Cutshall	16.90
Rel. on Rule	2.00
Wm B. Griffen, Atty for Garn.	10.00
Pro J since	3.50
Sat	.25

Of No. 329 February Term, 1925.
Attachment Execution: Returnable to First Monday of June next.
To attach all the debts, deposits goods and chattels, judgments, rights and effects, and credits, and money of and due or to become due to the defendant, or in the hands, possession or custody of the Titusville Trust Company, and summon it as garnishee.

May 13, 1925, Wm. B. Griffen, Esq., appears for Titusville Trust Company, Garnished. (See paper filed).

Writ returned: Served the within writ on the within named Park J. Davis, deft. on May 18, 1925 by handing a true and attested copy of the writ to an adult member of his family, namely, Estella E. Davis, his wife; and on R. J. Hopkins, Secretary and Treasurer of Titusville Trust Company, Garnished, on May 4, 1925, by handing to each of them a true and attested copy, and making known to them the contents thereof.
So answers H.B. Cutshall, Sheriff.

Aug. 6, 1925. Interrogatories to garnishee filed.
Same day, Rule on Garnishee to answer in 10 days or judgment
Sept. 11, 1925. Acceptance of service of interrogatories and rule by Garnishee on Aug. 9, 1925, filed.
Sept. 11, 1925, Answer of Titusville Trust Co., Garnishee, filed.
On Arg. List for Nov. Tr. 1925, No. 3. Nov. 24. Continued by Consent.
Dec. 7, 1925. Rule discharged by consent of counsel. Per Curiam.
Now, Dec. 7, 1925 Fees of Wm. B. Griffen, Esq., as attorney for Garnishee fixed at $10.00. Per Curiam. (See paper filed)

And now December 21, 1925 comes John C. Spencer attorney for plaintiff, Ernest Gray and moves for judgment against the Titusville Trust Co. for such an amount as is due and payable to the said plaintiff:- The said Titusville Trust Co, garnishee having admitted by answers to interrogatories filed on the 11th day of September, 1925 that the sum of one thousand eighty five dollars ($1085.00) was in its hands on the 4th day of May 1925 the date the attachment execution was served by the Sheriff, upon the Titusville Trust Co, Garnishee, the same being due and payable to said Park J Davis by the aforesaid garnishee, upon a checking account.

Liquidation of Debt — John C Spencer

Amount of note	$160.00	
Interest	15.32	(Record continued page 602
Total		175.32
Credits		58.44
		116.88
Bal. due Dec 22, 1925		45.90
Costs extra		162.78

Total Due Dec 22, 1925

98 Arthur L. Bates	✓ Lee Johnson vs. ✓ A. M. La Mont [and] ✓ W. A. Bone. Entered May 4, 1925 Tax + entry Pd by dft 1.50 Costs on Trans Pd by dft 10.90	Appeal by Defts from Judgment of H. L. Boynton, Alderman.

Arthur L. Bates	W. D. Zimmerman vs. A. M. La Mont and W. A. Bone. Entered May 11, 1925 Tax & entry (pd by Defts) 1.50 Costs on Trans. (pd by Pltf.) 9.50	Appeal by Defendants from Judgment of A. L. Boynton, Esq., Alderman.

MAY TERM, 1925

John A. Northam 100 Thomas & Thomas	Dr. Ella Collins vs. Pearl Terry Hawkins, Executor of M. A. Terry, otherwise known as Marvin Henry Terry, deceased. Entered May 4, 1925 $ Tax & Pro (pd by Pltf's Atty) 2.00	Summons in Assumpsit, Returnable to the first Monday of June next. Ma. p. 205; J. p. 92. And now, May 4, 1925, Thomas & Thomas appear for the defendant, and waive the issuing of a summons, and accept service, with same force and effect as if a summons had been regularly issued and duly served by the Sheriff of Crawford County.

MAY TERM, 1925

Donald C. Thompson

101

Sept 8 1925- Rec'd of Donald C. Thompson Ten and 50/100 Dollars as costs
V. L. Greeley Pro

Petition of Aaron Youngelson, better known as Harry Youngelson, for Change of Name to Harry Young
Entered May 4, 1925

Pro. Greeley	$2.50
State tax	8.00

May 4, 1925 Petition presented in open Court and filed.

And now, May 4, 1925 the above and foregoing petition of Harry Youngelson, also known as Aaron Youngelson, for change of name, having been presented and read in open Court, the prayer of the petitioner is granted, and it is hereby Ordered, Adjudged and Decreed that the said name of Aaron Youngelson, or Harry Youngelson, be and the same is hereby changed to Harry Young, upon publication of notice of this decree once a week for four weeks successively, in the Lock-haven Times; and upon payment to the Prothonotary of this Court of the sum of Ten Dollars in addition to the costs of publication.

Per Curiam.

Returnable to first Monday of June, 1925.
(See petition filed)

May 29, 1925 Proof of publication of notice of decree filed.

Final Decree: And now, to wit, September 8, 1925, it appearing that three months have elapsed since the above Court was petitioned by the said Aaron Youngelson, also known as Harry Youngelson, for a change of name; and it also appearing that notice of the decree of the above Court authorizing the said change of name has been published as required by the Act of Assembly in such cases made and provided, as will be evidenced by the proof of said publication hereto attached; and it further appearing that the cost of said publication has been paid, and a further sum of Ten Dollars has been paid to the Prothonotary, as directed by the said Act of Assembly; Therefore, it is ordered, adjudged and decreed, that the name of Aaron Youngelson, also known as Harry Youngelson, is, from and after this date, changed to Harry Young; and the family name "Young" shall likewise be born by his wife and the minor children of the said Harry Young, in accordance with the Acts of Assembly in such cases made and provided, and pursuant to the prayer of this petitioner.

Per Curiam:
(Signed) Thos. J. Grather, P.J.

(See papers filed.)

Sept. 8, 1925. Certified copy of decree issued to petitioner.

MAY TERM, 1925

Donald L. Thompson 102	Kentown Garage vs. Dr. Fred J. Merritt Entered May 4, 1925 Pro. Speeley 5-19-25 atty paid 3.50	May 4, 1925 Petition presented in open court and filed. And now, May 4, 1925, upon consideration of the foregoing petition, it is hereby ordered that the Chandler Coach Motor No. 30032 of which Dr. Fred J. Merritt the within named defendant, is the alleged owner, be sold for the payment of storage charges and repair bill due thereon to the above named plaintiff company; upon due proof that notice of said sale has been given in compliance with the Act of Assembly in such cases made and provided, and upon further proof that a copy of said notice of sale has been mailed to said defendant at his last known post office address postage prepaid, which notice shall be mailed at least ten days before the date of such sale. (See petition) Per Curiam. May 15, 1925 Return of sale, with proofs of notice attached, filed. The automobile was sold to Simon Poze of No. 46 South Water St., Greenville, Pa., for $30.00. (See return)

MAY TERM, 1925

Otto Kohler
103

Sept 17 1925- Recd of Jeff by atty Twenty and 70/100 dollars Sheriff + Proctgs costs
V. C. Greeley Pro

Sept 17- 1925 Recd of Chs Greeley Nine & 50/100 Dollars my Cost
H.B. Cutshall
O.H.P. Sheriff

Caroline Claude
vs.
Clovis Claude
Issued May 4, 1925.

Jay & writ (atty fee)	2.00
Shff. Cutshall	1.85
Shff. Cutshall-alias	1.85
Shff. Cutshall-prec.	6.25
W.B. Best, Master (paid)	25.00
Pro. Greeley	9.75
Atty	3.00

Subpoena in Divorce.
And now, April 20, 1925 subpoena awarded, returnable first Monday of June, 1925.
(Signed) Thos. J. Brother, P.J.

Subpoena returned June 1, 1925: The within named Clovis Claude, not found in my bailiwick. So answers
H.B. Cutshall, Shff.

June 2, 1925, Alias subpoena in divorce issued, returnable to first Monday of July, next.

Alias sub. retd July 6, 1925. The within named Clovis Claude not found in my bailiwick. So ans. H.B. Cutshall, Shff.

July 7, 1925 Order for proclamation issued, returnable to first Monday of Sept. next.

And now, Sept. 7, 1925.- I have made proclamation in the above entitled case according to law, and caused the same to be published in the Cochranton Times, a newspaper printed within my bailiwick, for four weeks successively, prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached. So answers H.B. Cutshall, Sheriff.

And now, Sept. 8, 1925, Wesley B. Best, Esq., is hereby appointed Master to take testimony and make report thereon.
(See paper filed.) Com. issued By Hon. Thos. J. Brother, P.J.

Sept. 16, 1925. Testimony and report of Master filed.
On Argument List for Sept. Term, 1925.

Now, Nov. 9, 1925. After due consideration, a divorce is decreed as prayed, and at cost of respondent. Per Curiam

Decree: And now, to-wit Nov. 9, 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 Caroline Claude be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Caroline Claude the libellant, and the said Clovis Claude 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 shall cease and determine.

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

John A. Bolard

104

Petition of the Borough of Bambridge Springs for Appointment of Viewers to assess damages for the taking of real estate for Public Park, Playgrounds and Bathing purposes.
Entered May 4, 1925
Pro. Greeley $5.00

property on S. Main
north to Branch Creek

May 4, 1925 Petition presented in open Court and filed.

Now, May 4, 1925, upon presentation of the foregoing petition, and after consideration thereof, - J. E. Bostard Esq., O. Clare Kent, Esq., and W. A. Doane, are appointed a Jury of View, as prayed for, and Tuesday the second day of June, 1925 at 10 o'clock A.M., is hereby fixed as the time of hearing, when said viewers will meet on said land, and view the said premises, and hear all parties in interest. Per Curiam.
(See petition filed)

May 4, 1925 Order to Viewers issued.

And now, May 11, 1925, On motion in open Court the petition in this case is allowed to be amended, by inserting after paragraph two and before paragraph three the following, to wit:-

"2-A. The owner or reputed owner of aforesaid land is Chas. E. Blystone, of Bambridge Springs, Pa."

"2-B. To the best of petitioners information and belief, there are no judgments, mortgages, or other liens against said property." Per Curiam. (See paper filed)

Sept. 8, 1925 Report of Viewers filed in open Court and exceptions renewed. Same day, Exceptions by Borough of Bambridge Springs, and by Charles E. Blystone, filed in open Court. Damages assessed at $3500.00.

And now, September 8, 1925, this report is marked filed and exceptions renewed. And further the Prothonotary is directed to give notice of the filing of this report by publication once in The Enterprise-News published at Bambridge Springs, Pa., such notice to state the date of the filing of this report, contain a schedule of the damages allowed and benefits assessed, and shall state that unless exceptions be filed thereto within thirty days from the date of filing the report, the report will be confirmed absolutely.
(See report)
Thos. J. Brather, P. J.

Sept. 8, 1925, Exceptions by Boro. of Bambridge Springs filed in Court.

Sept. 8, 1925, Exceptions on part of Charles E. Blystone filed in Court.

Sept. 24, 1925, Leave granted to withdraw exceptions filed by Charles Blystone. Per Curiam. (See paper filed)

And now, Sept. 28, 1925, On motion in open Court the time of final confirmation of said report and time of filing exceptions thereto is extended to Monday, Nov. 23, 1925. Per Curiam. (See paper filed)

Nov. 28, 1925, Rule absolute costs to be paid by the borough Per Curiam

Now, Nov. 19, 1925, Rule to show cause granted why discontinuance of these proceedings by the Borough of Bambridge Springs should not be allowed, to be heard at this November Argument List; all proceedings stayed in the meantime. Per Curiam. (See paper filed)
On Argument List for November Term, 1925, No. 21.
(See margin)

MAY TERM, 1925

W. J. Sirdevan
105

Viola Larinda Bickel
vs.
Delton Edward Bickel
Issued May 7, 1925

Jas + work (Atty pd)	3.00
Shff. Gutshall	7.90
Pro Greeley	1.00
atty	3.00

Subpoena in Divorce and for custody of child William Edward Bickel, child of parties.

And now, May 7, 1925 subpoena awarded, returnable 1st Monday of July next. By Thos. J. Prather, P.J.

Subpoena returned: After diligent inquiry, I was unable to find the respondent in my bailiwick, and I therefore return this Subpoena in Divorce non est inventus, and for further return, see affidavit of Deputy above. So answers,

R.S. Woodside, Sheriff
of Allegheny County, Penna.

And now, July 9, 1925, subpoena in divorce returned respondent not found, as per return attached of Allegheny County, Pa.

So answers R.S. Gutshall, Sheriff

And now Aug 4, 1925, this case is discontinued.

W. J. Sirdevan
atty for Libellant

Aug 4 1925 Recd of W. J. Sirdevan Eight and 90/100 Dollars Shff + Prothys costs
V. L. Greeley Pro

Aug 4-1925 Recd of Pro. Greeley Seven + 90/100 Dollars My Costs.
R.S. Gutshall
O.H.P. Sheriff

Otto Kohler 106	Triangle Coal and Coke Company vs J. R. Hood Entered May 8, 1925 Jay + Pro. (#1.00 pd - #2.00 pd) 3.00 Atty 3.00	Amicable Action of Assumpsit, Filed May 8, 1925; to wit:- "And now, April 11, 1925, comes J. R. Hood, defendant above named, waives the issuing of summons in an action as above entitled, enters his appearance, and confesses judgment against himself, and in favor of the Triangle Coal and Coke Co of Pittsburgh, Pa., in the sum of Three hundred nine and 62/100 Dollars, together with interest thereon from date, waiving stay of execution, condemnation of real estate and all errors. Dated at Geneva, this 11th day of April, A.D. 1925 (Signed) J. R. Hood (Seal) Witness: Edith Gross. (See paper filed May 8, 1925) Debt # 309.62 Int from April 11, 1925 Judgment No. page 107. V. L. Greeley, Prothy Fi. Fa. to No. 47 Sept. Term, 1926.

O. Blair Kent 107	H.W. Klingensmith and John L. Bird, partners as Meadville Motor Sales Company vs. D. E. Cole Entered May 9, 1925 Tax & entry (pd by Deft) 1.50 Costs on Trans. (paid) 9.00	Appeal by Deft. from judgment of A. L. Boynton, Alderman

SEPTEMBER TERM, 1925

John O. J. McClintock Walter J. McClintock vs Donald B. Thompson. J. Berry Eckels, Guardian ad litem.	Park E. Wood vs Ida E. Gillette, Administratrix of the estate of Hoyt E. Gillette, late of Woodcock Township, deceased, and Ida E. Gillette, widow, and J. Berry Eckels Guardian ad litem of Hoyt E. Gillette, minor son of Hoyt E. Gillette, deceased, heir at law of Hoyt E. Gillette, deceased. Entered May 11, 1925 Tax + entry (Pd 5/11/25) 2.00 Pro Speeler 3.00 Atty 3.00	Amicable Action of Assumpsit May 11, 1925. Praecipe to index filed. G.D. 172. May 11, 1925 Statement of claim filed. And now, May 11, 1925, On petition of plaintiff presented in open court J. Berry Eckels, Esq., is hereby appointed Guardian ad litem of Hoyt E. Gillette minor son and heir at law of Hoyt E. Gillette, deceased. Per Curiam. (See petition filed) Now, May 11, 1925, we hereby waive the filing of a praecipe for summons, the issuing of a Summons and service thereof, and accept service of the within statement of claim, with the same force and effect as if a praecipe for summons had been filed, summons issued and served, together with a copy of summons and statement of claim, and return of service thereof made by the Sheriff, and hereby enter our appearances in said case. Donald B. Thompson Attorney for Ida E. Gillette, Admix, and Ida E. Gillette, Heir at Law of Hoyt E. Gillette, deceased. J. Berry Eccles, Guardian ad litem of Hoyt E. Gillette, minor child and heir at law of Hoyt E. Gillette, deceased. (See back of Statement of Claim) And now, May 27, 1925 Upon praecipe of plaintiffs Attorney, judgment is entered in the above entitled case, in favor of plaintiff and against defendants, for want of an affidavit of defense; and same liquidated at the sum of Three hundred eighty-two Dollars and sixty-one cents, with costs of suit. Attorney's commission included $17.50. (See paper filed) $382.61 Debt Int. from May 27, 1925. G. page 172. Judgment V. L. Greeley, Prothy.

J. A. Northam
2
Fred C. Kietzat
May 27, 1925.

Frank Bailey
vs
John Mulligan
Issued May 12, 1925.

Jack Swirles (Sheriff) $ 3.00
Sheriff Butschall 3.80

Replevin for one sorrel mare, with white strip in face, gray hairs around head, front teeth worn off, and 12 to 14 years old. Returnable First Monday of June, 1925.

May 12, 1925 Affidavit as to value of property filed.

May 12, 1925 Plaintiffs bond with Walter Bailey as surety, in the sum of $100.00, approved and filed.

Writ returned: Served the within writ on the within named John Mulligan on May 13, 1925, at 7:45 o'clock A. M., by handing to him a true and attested copy of the writ, and making known to him the contents thereof. John Mulligan, defendant, failing to file bond with Sheriff within 72 hours after service of writ upon him, I delivered the within described property to the plaintiff, Frank Bailey.
So answers H. B. Butschall, Sheriff.

SEPTEMBER TERM, 1925

Arthur R. Thompson	Selden S. Benedict[m] E. O. Sherwood vs. C. W. Foster and J. J. Arnold. Issued May 14, 1925 Tax & writ 6-8-25 pff pd 2.00 Shff. Batchall 2.40 Shff. Batchall-alias 2.40 Pro. Greeley 6-8-25 alias writ pff pd 1.00 Shff. Batchall-file	Summons in Assumpsit; Returnable to First Monday of June next. May 25, 1925 Plaintiffs statement of claim filed. Writ retd June 1, 1925: The within named C.W. Foster and J.J. Arnold not found in my bailiwick before return day. So answers H.B. Batchall, Shff. June 3, 1925. Alias summons in assumpsit issued, returnable to first Monday of July next. Alias writ retd: Defts. not found in my bailiwick. So answers H.B. Batchall, Shff. Dec. 4, 1925. Pluries summons in assumpsit issued, returnable to next term.
3		

SEPTEMBER TERM, 1925

Albert L. Thomas ✓
4

Lauretta Sutton
vs.
✓ Ralph Sutton
Issued May 18, 1925

	#
Tax & writ (Atty pd)	3.00
Shff Cutshall	2.85
Wesley B. Best. Master	25.00
Bro. Greeley	8.35
Atty.	3.00

Nov 9 1925 Rec'd of Peff by atty Eleven and 20/100 Dollars Shff & Prothys costs
V. L. Greeley Pro

Nov 9-1925 Rec'd J Riv Greeley Two & 85/100 Dollars my Cost. H.B. Cutshall
V.L.P. Sheriff

Subpoena in Divorce and for custody of their minor child, Charles Sutton

And now, May 18, 1925 subpoena awarded, returnable to first Monday of July next (Signed) Thos. J. Slather, P.J.

Subpoena p.d. Served the within subpoena in Divorce on the Respondent personally on the 22d day of May, 1925 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, Oct. 5, 1925, Amendment allowed to libel, correcting the clause containing the date of the marriage so as to read: "that your petitioner on the third day of October in the year of our Lord One thousand nine hundred and twenty-one was lawfully joined in marriage with Ralph Sutton."
(See paper filed) Per Curiam

And now, Nov. 2, 1925. Wesley B. Best, Esq., is appointed Master in above case. Per Curiam (See paper filed) Com. issued

Nov 12 1925- Testimony and Report of Master filed.
On Arg. List for Nov. Term, 1925. No. 17.

Now, Dec. 28, 1925, after due consideration a divorce is decreed as prayed at respondents cost and the custody of the child, Charles Sutton is awarded to libellant
Per Curiam

Decree And now, to-wit Dec. 28, 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 Lauretta Sutton be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Lauretta Sutton, the libellant and the said Ralph Sutton, 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 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 the custody of the child, Charles Sutton, is awarded to the libellant. Per Curiam
(See paper filed.)

SEPTEMBER TERM, 1925

Arthur L. Bates 5	Petition for the appointment of a Testamentary Trustee ~~a certain fund from the estate of Mary A~~ Jones, deceased, vice New First National Bank of Meadville Pa. which refuses to accept said ~~trust~~. ~~Entered~~ May 18, 1925. Bro. Speeley, 5-22-25 paid 3.00	May 18, 1925 Petition presented in open court and filed. And now, to wit, May 18, 1925, upon consideration of the within petition, the same is hereby granted. And the said New First National Bank is relieved of the Trust above named upon payment by it to the Kingsley Cemetery Association of Townville, Pa., of the fund named in said petition, less costs and expenses of this proceeding, with any interest which may have been received or due since the receipt of said fund; And the said Kingsley Cemetery Association of Townville, Pa., is hereby appointed Trustee of said fund, under the same terms and conditions named in the above in part recited will of the late Mary A Jones. Per Curiam (See petition) (Signed) Thos. J. Prather, P.J.

Leland J. Culbertson
Stuart A. Culbertson

Louise French
vs.
Jesse French
Issued May 19, 1925

Subpoena in Divorce
And now, May 9, 1925 Subpoena awarded; Returnable to first Monday of July next.
(Signed) Thos. J. Brather, P.J.
Subpoena returned: Served the within subpoena in Divorce on the Respondent personally, on the 22d day of May, 1925, by delivering to him a true and attested copy of the same, and making known to him the contents thereof, as appears from affidavit as above.
So answers H.B. Critchfield, Sheriff.
And now, July 6, 1925 Wesley B. Bell Esqr. is appointed Master in this case.
By Hon. Thos. J. Brather, P.J.
(See paper filed) Commission Issued
Aug 14 1925 Testimony and Report of Master filed.

Tax & entry (atty pd) # 3.00
Shff. Critchfield " 3.25
W.B. Bell, Master " 25.00
Pro. Greeley " 7.75
Atty. " 3.00

Oct 2 1925 Rec'd of Pro Greeley Eleven Dollars Shff & Prothy costs
V. L. Greeley Pro

Oct 2 - 1925 Rec'd of Pro Greeley three & 25/100 Dollars My Costs
H.B. Critchfield
O.H.P. Sheriff

Sept 28 1931 Rec'd of Jesse French Respondent Forty four Dollars prepd costs and copy of decree.
V. L. Greeley Pro
Rec'd of Pro Greeley above costs.
P.J. Culbertson

On Argument List for Sept. Term, 1925 No. 24
Now, Nov. 9, 1925. After due consideration a divorce is decreed as prayed, and at cost of respondent. Per Curiam
Decree: And now, to-wit Nov. 9, 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 Louise French be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Louise French, the libellant and the said Jesse French the respondent
And that thereupon all and every the duties, rights and claims accruing to either the said libellant & the said respondent at any time heretofore in pursuance of said marriage, shall cease and determine.
And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married.
Per Curiam
(See paper filed)

Leland J. Culbertson 7	- Perry J. Cook vs. - Richard B. Bilz Issued May 19, 1925 Geo. Greeley (Atty) pd # 2.25 Shff. Critchfield 2.40	Of No. 16 May Term, 1920. Scire Facias to revive and continue the lien of the above judgment. Returnable to next Term. Writ returned: Sept. 14, 1925. Nihil habet as to Richard B. Bilz - not found in my bailiwick. So answers H. B. Critchfield, Shff.

SEPTEMBER TERM, 1925

Albert L. Thomas & O. Clare Kent for Mary H. Blair and Ida M. Wareham. 6/1/25 V2L Pro.	Hendrick & Brooks vs. W. F. Blair, deft, with notice to Mary H. Blair and Ida M. Wareham, Terre Tenant. Issued May 19, 1925 Bro. Greeley (paid May 21/25) $2.25 Shff. Gutshall 10.30 .50	Of No. 425 May Term, 1922 Sci. Fa. to revive and continue the lien of above judgment, with notice to Mary H. Blair and Ida M. Wareham, Terre Tenants; Returnable to first Monday of June next Bl. pp. 91 & 190; W. p. 22 Writ returned: Served the within writ on Mary H. Blair and Ida M. Wareham, on May 21, 1925, by handing to each of them a true and attested copy of the writ, and making known to each of them the contents thereof. Nihil habet as to W. F. Blair. June 1, 1925. Answer of Mary H. Blair filed. June 1, 1925, Answer of Ida M. Wareham filed.

Albert L. Thomas 9	Hendrick & Brooks vs W. F. Blair, Dept. and A. M. Fenner, Admr. of David H. Blair, dec'd, Garnishee. Issued May 19, 1925 Tax & writ (rd May 22/25) 2.75 Shff. Butshall 8.40	Of No. 425 May Term, 1922 Attachment Execution; Returnable to first Monday of June next. To attach all and singular the goods, chattels and moneys, or the interest therein belonging to the said defendant W. F. Blair, and in the hands of A. M. Fenner, Admr of estate of David H Blair, deceased, and summon him as garnishee. May 29, 1925, Answer of A. M. Fenner, Garnishee, filed. Writ returned: Served the within writ on the within A. M. Fenner, Administrator of the estate of David H. Blair, deceased, Garnishee on May 21, 1925, by handing to him a true and attested copy of the writ, and making known to him the contents thereof. Nihil habet as to David H Blair, Dept.) So answers N. B. Butshall, Shff.

SEPTEMBER TERM, 1925

O. Clare Kent
10

Joe Robinson
vs.
E.B. Wolfe, Dept.
and First National
Bank of Bonneauit
Lake, Pa., Garnishee.
Issued May 20, 1925

Taxt+writ (Shff. pd) # 2.75
Shff. Southall 8.90

Of No. 134 May Term, 1925
Attachment Execution against
E.B. Wolfe, deft. Returnable to next term
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 the
First National Bank of Bonneauit Lake,
Pa.; and summon it as garnishee
Writ returned: Served the within
writ on E.B. Wolfe, deft., on May 21,
1925, and on J.M. Sehl, cashier of
First National Bank of Bonneauit
Lake, Pa., Garnishee, on May 20, 1925,
by handing to each of them a true
and attested copy, and making
known to each of them the contents
thereof. So answers, T.B. Southall, Shff.

May 27, 1925
Recd from Pa. Treasy
$8.90 my costs
T.B. Southall Sheriff

May 26" 1925 the judgment upon which this attachment is founded having this day been assigned of record to E.B. Wolfe, this case is hereby discontinued of record.

O. Clare Kent, Plff's. Atty.

Charles B. Steigner vs J. J. Sunderman Fa deft. July 6, 1925	Robert Hoffman vs. Joseph A. Emmington Issued May 21, 1925 5-26-25 # Jas Twist paid 2.00 Shff. Butshall 10.40	Summons in Assumpsit, Returnable the First Monday of July, 1925. Writ returned: Served the within writ on the within named Joseph A. Emmington on May 23, 1925 by handing to him a true and attested copy of the writ, and making known to him the contents thereof. So answers H. B. Butshall, Shff

SEPTEMBER TERM, 1925

O. Clare Kent 12	W. D. Armstrong vs Charles B Stegner Entered May 25, 1925 Tax + entry (pd by Deft) 1.50 Costs on Trans. (Pd by Deft) 13.83 Pro. Greeley (Deft. pd 1/7/29) 2.00 Atty 3.00 Satis (Deft. pd 1/7/29) .50	Appeal by Deft from Judgment of Peter B. Tarr, Alderman. Aug 25 1925 Plaintiffs Statement of Claim with acceptance of Service by Defendant filed. Aug 26 1925 O. Clare Kent Esq. appears for Plaintiff W. D. Armstrong See paper filed And now, October 9, 1925, On motion of plaintiffs Attorney, judgment is entered in favor of plaintiff and against defendant for want of an appearance and an affidavit of defense, and liquidated at the sum of Sixty-six Dollars and twenty-seven cents, with interest from date and costs of suit. (See Rule Doc. 12, p. 608) Debt $66.27 Int. from Oct. 9, 1925 St. p. 238. Judgment V. D. Greeley, Prothy January 7, 1929. The above judgment satisfied (See paper filed

Wm. B. Griffen

13

Feby 6 1929 Recd of Chas B. Stegner atty Eleven Dollars as Costs
V. L. Greeley Prothy.

Petition of Theresa Stronzinski for the Appointment of a Guardian of Helena Agnes Lee of the City of Titusville
Entered May 25, 1925

Pro. Greeley	5.00
Filing & Adv. Cpc	3.00
Titusville Herald	3.00

May 25, 1925 Petition presented in open Court and filed. L.P. 159

And now, May 25, 1925, upon presentation of the within petition, July 6, 1925, at 10 o'clock A.M. is fixed for hearing this application and it is directed that 10 days written notice be given to Helena Agnes Lee, and there being no other members of her family residing within the jurisdiction of the Court that a copy of the petition may be forwarded to her mother, by registered mail, at her home in Salamanca New York

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

Same day, copy of order issued.

July 6, 1925, Acceptance of service of notice of hearing by Theresa Stronzinski and proof of service of said notice on respondent, filed.

July 6, 1925, Affidavit of Dr. H.W. Mitchell filed.

And now, July 6, 1925, After careful consideration of the within petition, and of the testimony taken in the case, the Court finds that Helena Agnes Lee is not able, owing to weakness of mind, to take care of her own property, and that Earl L. Heidt is appointed as guardian, to take care of the property of the said Helena Agnes Lee, he to enter his bond with surety to be approved by the Court, in the sum of Eight Thousand Dollars ($8000).

(See paper filed) By the Court

Aug. 24, 1925 Bond of Earl L. Heidt, Guardian, with the Titusville Trust Company as surety, in the penal sum of $8000.00, approved by the Court and filed.

Jany 31, 1929, First and final account of Earl L. Heidt, Guardian of Helena A. Lee filed and notice issued for publication in Titusville Herald that account will be confirmed finally on the 4th Monday of Feb. next, if no exceptions. Bal. $3033.71 Live estate

Feby 11 1929 Proof of Publication filed. (See paper filed)

Feby 25 1929 Petition for discharge of Guardian filed

Order and now this 25th day of Feby 1929 the foregoing Petition having been duly presented and read in open Court and it appearing that the Final Account of Earl L. Heidt as Guardian of the Estate of the above named Helena A. Lee has been duly confirmed finally and there is no outstanding unsettled matter with the said Guardianship. It is ordered adjudged and Decreed, that Earl L. Heidt, Guardian as aforesaid be and is hereby discharged from his trust and is released from any further liability as Guardian aforesaid. Per Curiam

O. Clare Kent P.J.

O. Blare Kent
14

Sept 10 1925 - Rec'd of Deff by atty Fourteen and 25/100 Dollars Sff & Printing costs
V. L. Greeley Pro

Sept 10-1925 Rec'd of Pro Greeley Three & 50/100 Dollars my Costs
H. B. Cutshall
O.K.P. Sheriff

James Hiland
vs.
Lula Hiland
Issued May 25, 1925

Jay Twist	3.00
Sheff. Cutshall	3.50
A. L. Knapp, Master (Atty Fee)	25.00
Pro Greeley	7.75
Atty	3.00

Subpoena in Divorce.
And now, May 25, 1925, subpoena awarded, Returnable to the first Monday of July next.
(Signed) Thos. J. Brather, P.J.

Subpoena returned: Served the within subpoena in divorce on the respondent personally, on the 27th day of May, 1925, 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.

And now, July 6, 1925, A. L. Knapp, Esqr., is hereby appointed Master in this case. By Hon. Thos. J. Brather, P.J.
(See paper filed) (Commission issued)

Aug. 6, 1925, Testimony and report of Master filed.

On Argument List for Sept. Term, 1925, No. 25.
Now, Nov. 9, 1925, After due consideration, a divorce is decreed
Per Curiam.

Decree: And now, to wit Nov. 9, 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 James Hiland be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between him the said James Hiland the libellant, and the said Lula Hiland 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; provided, however, as the law directs, that the said respondent shall not marry the said Alex Anderson during the lifetime of the said libellant, James Hiland.

(See paper filed) Per Curiam

Anderson, Samb't Mastellar Arthur L. Bates Albert L. Thomas 15	James A. Symes, father of Leland Symes, deceased, vs. Erie Railroad Company, a corporation. Issued May 26, 1925 Tax + writ (pd by Atty) Bates $2.00 Shff. Gutshall	Summons in Trespass, Returnable to first Monday of July, 1925. May 26, 1925 Statement of claim filed, and copy certified to Sheriff. Writ rets'd: Served the within summons and statement of claim on the Erie Railroad Company, by handing to A. L. Kline, Superintendent of said Company, at his office at the Depot, City of Meadville, Pa., on May 27, 1925, a true and attested copy of the within summons and statement of claim, and making contents of same known to him. So answers, H. B. Gutshall, Sheriff. May 29, 1925, Albert L. Thomas, Esq., appears for Deft. (See paper filed)

Thomas & Thomas

16

In the Matter of the assignment of Harry E. Barnes to J. S. Hotchkiss, for the benefit of Creditors.
Entered May 26, 1925

	#
Pro Greeley	3.00
Pro G since including a/c	4.00
Adv. a/c	3.00
Pro G since	2.50

May 26, 1925 Petition of Assignee presented in open Court.

And now, May 26, 1925 J. E. Sutton and Laurance B. Starr are hereby appointed appraisers as prayed for.
(Signed) Thos. J. Brother, P. J.

Same day, Cert. of appointment issued

June 11, 1925. Inventory and appraisement filed. (Same not added up)

June 11, 1925. Resignation of J. S. Hotchkiss, assignee filed, with petition for succession.

Order. And now, June 11, 1925, upon consideration of the foregoing, it is ordered that the resignation of J. S. Hotchkiss as assignee for the benefit of creditors of Harry E. Barnes be and the same is hereby accepted, and Harper L. Smith is hereby appointed Assignee for the benefit of creditors of the said Harry E. Barnes in the place and stead of said J. S. Hotchkiss. Bond required in the sum of #2306.08. (Sgd) Thos. J. Brother, P.J.

June 13, 1925. Bond of H. L. Smith, Assignee, with United States Fidelity & Guaranty Company as surety, dated June 11, 1925, in the sum of #2306.08, approved by Hon. Thos. J. Brother, P. J. filed.

Sept. 23, 1925 Final account of H. L. Smith, Guardian of Harry E. Barnes, filed and notice issued for publication in the Tribune-Republican that within account will be allowed and finally confirmed on the first Monday of Oct. next, unless exceptions thereto shall be filed in meantime. Bal. due est. #129697

Sept. 30, 1925. Proof of publication of notice of filing account filed.

And now, Nov. 2, 1925. H. Knapp, Esq., is hereby appointed Auditor to distribute the funds in the hands of the assignee, to and among the persons entitled thereto. Per Curiam. (See paper filed) Cert. issued.

Jan. 25, 1926. Auditors report filed in open Court and confirmed nisi. Per Curiam.

Feb. 23, 1926 Petition of Harper L. Smith, Assignee, for discharge &c. with vouchers of Assignee, filed.

And now, Feb. 23, 1926, upon consideration of the foregoing petition, it is ordered, adjudged and decreed that Harper L. Smith, Assignee of Harry E. Barnes, be and is hereby discharged from the duties and any future obligations incident to his said office as assignee aforesaid, and his said surety, the United States Fidelity and Guaranty Company be discharged from any future liability on the bond given on the appointment of said Assignee. By the Court. (See paper filed)

Sept. 23, 1925 Recd from Assignee per atty #10.00 being Pro Greeley including acct. #7.00 and Trib. Pub. Co. #3.00
V. L. Greeley, Pro.

Curtis L. Webb 17	In the Matter of the appointment of a Policeman for Park Purposes in Fairfield Township Entered May 26, 1925 Pro. Greeley (Atty pd) # 2.50	May 26, 1925 Petition of Gustave Holobar presented in open Court & filed. Order of Court: And now, May 26, 1925, upon presentation of the foregoing petition, and after due consideration thereof Orrin J. Heath is hereby appointed a Park Policeman, upon the petition of Gustave Holobar, for the year 1925 (Signed) Thos. J. Brother, P. J.

SEPTEMBER TERM, 1925

Donald L. Thompson

18

John Moore, now to the use of The Travelers Insurance Company of Hartford Conn,

vs.

Harry Meyers.

Issued May 29, 1925

	$
Sax & writ	2.00
Shff. Butshall	3.00
Shff. Butshall - alias	1.60
Geo. Greeley - alias	1.00

Summons in Trespass, Returnable to first Monday of July next.

Writ returned July 6, 1925; The within named Harry Meyers not found in my bailiwick. So answers, H. B. Butshall, Sheriff

July 9, 1925, Alias summons issued, returnable to first Monday of August next.

Alias writ retd. Aug. 3, 1925; Nihil habet as to Harry Meyers. So answers

H. B. Butshall, Sheriff

3-29-1926 - Rec'd $4.60 my costs on original and alias. H. B. Butshall Shff

Mch 29-1926 Rec'd of Pltff by atty Three Dollars in costs

V. L. Greeley Pro

SEPTEMBER TERM, 1925

Otto Kohler X 19	Petition of Michael Halas and Mary Halas, husband and wife, for the Adoption of Joseph Popely, minor son of Michael Popely and Barbara Popely, as their child and heir. Entered June 2, 1925. Pa. Speeley (paid) # 3.50	June 2, 1925 Petition, consent of parents, supporting affidavits, etc., presented and filed. Decree. And now, June 2, 1925, the Court upon consideration of the foregoing petition by Michael Halas and Mary Halas, his wife, being satisfied that the welfare of the said minor Joseph Popely will be promoted by the adoption prayed for in said petition, and the consent of the parents of said minor having been given thereto, - do upon motion of Attorney for the petitioners, grant the prayer of said petition, and do further Order and decree that the said Joseph Popely shall assume the name of the petitioners, and be hereafter known and called by the name of Joseph Halas, and shall hereafter all the rights of an heir of said Michael Halas and Mary Halas, his wife, the same as a natural child would have, and 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. (See petition filed) Per Curiam. June 2, 1925. Certified copy of decree issued.

SEPTEMBER TERM, 1925

Albert L. Thomas Fred L. Kiebort 20	Pearl M. Krisk, Executrix of the last will and Testament of Arden F. Krisk, deceased, vs. I. L. Krisk Issued June 2, 1925 Tax & writ (Atty pd) # 3.00 Rec. Hood .50 Shff. Kutshall 2.60 Pro. Greeley, 2.25 Atty 3.00	Scire Facias sur Mortgage recorded in Mortgage Book No. 103, page 53 Returnable to first Monday of July next. June 2, 1925, Affidavit as Value of land filed. Writ returned: Served the within Sci. Fa. sur mortgage on the within named I. L. Krisk on June 6, 1925, by handing to him a true and attested copy of the within writ, and making contents of same known to him. So answers, W. B. Kutshall, Sheriff. And now, Aug. 11, 1925, Upon praecipe of plaintiffs attorneys, judgment is entered against defendant and in favor of plaintiff, for want of an appearance and affidavit of defense, and liquidated at the sum of Eight hundred thirty-three and 40/100 Dollars, with costs. (See paper filed) Debt # 833.40 Int. from Aug. 10, 1925 Judgment V. L. Greeley, P/o 6 p. 288. Lev. Fac. to No. 61 Sept. Term, 1925

21	Fred A. Brooks vs. Sophronia Mathers and Roy B. Mathers Entered June 5, 1925 Pro. Speeley (pffs pd) 2.25	Of No. 193 May Term, 1920 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 One Hundred ~~forty-three~~ and 50/100 Dollars, being the amount of debt, ~~interest~~ and costs now due on the original judgment. Int. from Oct. 29, 1924 Debt 143.50 Int. from Oct. 29, 1924 Judgment M. pp. 170 + 183 V. S. Speeley, Pro.

April 26-1926. Paid satisfaction of debt, interest + costs of above judgment + direct the Prothy to satisfy same of Record.
Fred A Brooks

SEPTEMBER TERM, 1925

Arthur R. Thompson
22

Sept 29 1925 - Rec'd of Pff by atty Seven and 75/100 dollars my costs
W. Z. G. Ashley Pro

Elmer R. Carpenter
vs.
Mary M. Carpenter
Issued June 5, 1925

Tax & writ 2.00 1.00	Pd 6-11-25	3.00
M B Ashley, on sub.	Pd	1.70
Master - Sinderan	Pd	25.00
Pro. Speeley		7.75
Atty		3.00

Subpoena in Divorce.

And now, June 5, 1925, subpoena awarded as prayed for, returnable to the first Monday of July, 1925 at ten A.M. Esq. Thos. J. Prather, P.J.

Subpoena returned: Served a true and attested copy of the within subpoena on the within named respondent, Mary M. Carpenter, by handing the same to her personally, and making known to her the contents thereof, on June 6, 1925, at the City of Titusville. No answers.

M. B. Ashley, Constable

(See affidavit on subpoena)

And now, Aug. 3, 1925, W. J. Sinderan, Esq., is appointed Master. Per Curiam

(See paper filed) Com. issued.

Sept. 12, 1925, Testimony and report of Master filed.

Now, Nov. 9, 1925. After due consideration a divorce is decreed as prayed. Per Curiam.

Decree: And now, to-wit November 9, 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 Elmer R. Carpenter be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him the said Elmer R. Carpenter the libellant and the said Mary M. Carpenter 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

23	Fred A. Brooks vs S. S. Grinnell Entered June 6, 1925 Bro. Greeley (plff. pd) # 2.25	Of No. 192 May Term, 1920. Amicable Scire Facias sur Judgment. It is agreed That the Prothonotary of said Court enter an amicable Scire Facias upon the above judgment with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said county, and duly so returned, and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note for the sum of Ninety-six and 16/100 Dollars, being the amount of debt and costs now due on the original judgment; with interest from Dec. 30, 1924. Debt # 96.16 Int. from Dec. 30, 1924 Judgment W. L. Greeley, Bro. G. page 152. Credit June 5, 1925, # 25.00

Walter L. Peake 24	Rhea M. Sears vs. Edward W. Sears Issued June 8, 1925 # Jas. Strub (paid) 3.00 Shff. Kutchall (pd June 19 1925 H.B. Kutchall Sheriff) 15.36 Blaine Kincaid, Master 7-19-25 - Pro Greeley paid 7.75 atty 3.00 Shff. Erie Co. on notice (pd) 3.00	Subpoena in Divorce. And now June 8, 1925 subpoena awarded returnable the first Monday of August, 1925 (Signed) Thos. J. Brother, P. J. Subpoena returned: Served Edward W. Sears the within named respondent by giving to him at Watson's Garage, Bridge Rd. Erie County, Penna, on June 12, 1925 a true and attested copy of the within subpoena in divorce, and making known to him the contents of the same. So answers Julius Frantz, Deputy Sheriff And now, June 19, 1925 subpoena in divorce returned served as per return of Sheriff of Erie County, Pa. So answers H.B. Kutchall, Shff. And now, Aug. 24, 1925, Blaine Kincaid is appointed Master to take testimony and make report thereon according to law. By Hon. Thos. J. Brother, P.J. Sept 18, 1925- Testimony and Report of Master filed. On Argument List for Sept. Term, 1925 No 27. Now, Nov. 9, 1925 After due consideration, a divorce is decreed as prayed, and at cost of respondent. Per Curiam. Decree. And now, to-wit Nov. 9, 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 Rhea M. Sears be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Rhea M. Sears the libellant, and the said Edward W. Sears 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)

Geo. Eldred
25

Nov 23 1925 Rec'd of Peff by atty Twenty and 80/100 Dollars Shff & Prothys costs
V. E. Greley Pro

Nov 23-1925 Rec'd Pro Greley Nine & 95/100 Dollars my Costs
H. B. Kutshall
O.T.P. Sheriff

Oscar Breinlinger
vs.
Mary Breinlinger
Issued June 8, 1925

Tax & writ (pd by Atty)	3.00
Shff. Kutshall	1.85
Shff. Kutshall-alias	1.85
Shff. Kutshall-proc.	6.25
A.R. Thompson, Master	25.00
Pro Greley	10.85
atty	3.00

Subpoena in Divorce
And now June 8, 1925, Subpoena awarded, Returnable First Monday of August, 1925.
(Signed) Thos. J. Prather, P.J.
Subpoena returned: Aug. 3, 1925, the within named Mary Breinlinger not found in my bailiwick.
So answers H.B. Kutshall, Shff
Aug. 8, 1925, Alias subpoena in divorce issued, returnable to first Monday of Sep. next.
Alias Subpoena p'td Sept 7, 1925. The within named Mary Breinlinger not found in my bailiwick.
So answers, H.B. Kutshall, Sheriff.
Sept. 7, 1925, Order issued for the publication of Sheriffs proclamation, returnable to first Monday of November next.
And now, Nov. 2, 1925, Made proclamation in the above entitled case according to law, and caused the same to be published in the Wyoming 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, Nov. 11, 1925 A.R. Thompson, Esq. is appointed Master in this case Per Curiam. (See paper filed) Com. issued.
Now, Nov. 16, 1925, it appearing that Arthur R. Thompson, Esq., is unable to discharge the duties of Master, by reason of absence, - said appointment is revoked, and C.W. Benedict, Esq. is appointed Master. (Signed) Thos. J. Prather, P.J.
Feby 2 1926 Testimony and Report of Master filed.
On Argument List for Feb. Term, 1926, No. 14.
Now, March 12, 1926, After due consideration, a divorce is decreed as prayed.
Per Curiam.
Decree: And now, to wit, March 12, A.D. 1926, 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 Oscar Breinlinger be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him the said Oscar Breinlinger, the libellant, and the said Mary Breinlinger, 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

See margin.

(Could from bottom of page) 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, 1925

John Schuler

26

June 25-1925 Recd $ Pro. Eighty three + 50/100 Dollars my Costs
H.B. Cutshall
o.k.P Sheriff

Sargeant Freeman Acker Co., for the use of Pittsburgh Finance Corporation
vs.
Leon Blander, Deft. and Meadville Malleable Iron Company, of Meadville, Pa., Garnishee
Issued June 9, 1925

Pa/ to Frick (Atty's fee)		2.75
Shff. Cutshall	6-23-25	3.50
Pro's paid		1.00

Of No. 230 Sept. Term, 1925
Attachment Execution
Returnable to next term.
To attach all and singular the goods and chattels, rights and credits, money and property of the defendant in whose hands the same may be, and especially in the hands of the Meadville Malleable Iron Company of Meadville, Pa., and summon it as garnishee.

Writ returned: Served the within Attachment Execution on the within named Leon Blander and the Meadville Malleable Iron Co., of Meadville, Pa., to Otto Kohler, as president of said company, by handing to each of them a true and attested copy of the within writ on June 10, 1925, and making contents of same known to them. So answers H.B. Cutshall, Shff.

Now June 26, 1925: This case discontinued.
John Schuler
atty for pltff

Donald & Thompson
27

Marnie L. Reynolds
vs.
Elizabeth Dorschel
Landlord, and
M. B. Ashley,
Constable.
Issued June 9, 1925

	$
Jay & writ (plff. pd)	3.00
Shff. Cutshall (paid)	11.60

Replevin for the following goods and chattels, to wit: "Dining Room Table, 1 Buffet, 1 Sofa, 1 Rug, 6 Chairs, Gas cook stove, Kitchen cabinet, Linoleum on kitchen floor, Cooking utensils, Lot dishes, 3 bed steads, 3 Set bed springs, 2 Dressers, 2 Rugs, 3 Chairs, 1 Stand 1 Rug, together with all and singular the goods and chattels sufficient to satisfy the rent due and costs, or wherever said goods and chattels may be found." Total value of the property to be replevied being $500.00. Returnable to first Monday of July, 1925.

June 9, 1925 Affidavit as to value of property filed

June 9, 1925 Replevin bond of plff. with Samuel B. Minick as surety, in the sum of $1000.00, approved and filed.

Writ returned: Served the within replevin on the within named Elizabeth Dorschel and M. B. Ashley on June 10, 1925, by handing to each of them a true and attested copy thereof, and making known to them the contents The goods were delivered to plaintiff on June 18, 1925.
So answers A. B. Cutshall, Sheriff.

SEPTEMBER TERM, 1925

Brooks, English & Quinn 28 June 28-1925 Recd my Costs Nine & 30/100 Dollars from Brooks English & Quinn Attys. H B Cutshall O K P Sheriff	Titusville Forge Company, a corporation vs. J. B. Bastorius Issued June 11, 1925 Tax & writ (paid) 2.00 Shff. Cutshall 9.30	Summons in Assumpsit Returnable to first Monday of July, 1925. June 11, 1925 Statement of claim filed, and copy certified to Sheriff. Writ returned: Served the within summons, together with plaintiffs statement of claim on the within named J. B. Bastorius on June 17, 1925, by handing to him a true and attested copy of each and making known to him the contents thereof. So answers H. B. Cutshall, Shff.

87. B. B. Gickett 29	Carrie J. McGuire vs William T. McGuire Issued June 12, 1925	Subpoena in Divorce And now, June 12, 1925 subpoena awarded, Returnable First Monday of August, 1925. (Signed) Thos. J. Brather, P. J. Subpoena returned: Served the within Subpoena in Divorce on the respondent personally on the 25th day of July, 1925, 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. Gutshall, Sheriff. And now, Sept. 8, 1925, J. W. Smith, Esq. is appointed Master in this case. By Hon. Thos. J. Brather, P. J. (See paper filed) Copy. issued. Sept. 16, 1925, Testimony and report of Master filed.
Sept 25 1925 Rec'd from Pff by atty Ten and 00/100 dollars Sheriff & Poorlys costs V. L. Greeley Prs	Jay & writ (Atty/pd) 3.00 Shff. Gutshall 2.85 J. W. Smith, Master (Pd by Pff) 25.00 Pro. Greeley 7.75 Atty 3.00	
Sept 25-1925 Rec'd of Pro Greeley ten & 85/100 Dollars, my Costs A. B. Gutshall Sheriff		

On Argument List for Sept. Term, 1925, No. 29.

Now, Nov. 9, 1925. After due consideration, a divorce is decreed as prayed, and dr cost of respondent. Per Curiam

Decree. And now, to wit Nov. 9 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 Carrie J. McGuire be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her the said Carrie J. McGuire the libellant, and the said William T. McGuire 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, 1925

to Victor Johnson 30	Petition of R.W. Spaulding for appointment of himself as Park Policeman for his park and picnic ground known as Red Gables, in Woodcock Township. Entered June 12, 1925 Geo. Greeley (paid) $2.50	Order of Court. Now, to wit June 12, 1925, upon presentation of the above and foregoing petition, and after due consideration thereof, R.W. Spaulding is hereby appointed a Camp Policeman upon his own petition. Per Curiam. Same day, Certificate of appointment issued.

d b. Victor Johnson 31	Petition of R. W. Spaulding for appointment of Mrs Merle M Lewis as Park Policeman for Red Gables park and picnic ground in Woodstock Township Entered June 12, 1925 Bro. Greeley (paid) # 2.50	Order of Court. Now to wit, this June 12, 1925, upon presentation of the above and foregoing petition, and after due consideration thereof, Merle M. Lewis is hereby appointed a park policeman, upon petition of R. W. Spaulding. Per Curiam. Same day, certificate of appointment issued.

SEPTEMBER TERM, 1925

Leland J. Culbertson
Stuart A. Culbertson
32
Albert F. Thomas & Fred C. Fietsch

June 26 1923

Dec 1 1925 Rec'd of Plff by attys Nine and 15/100 Dollars Shff's Proctors Costs
V. L. Greeley Pro

Dec 1 - 1925 Rec'd of Pro Greeley Five + 40/100 Dollars in my Costs
O.K.P. H.B. Cutshall Sheriff

Frank Johnson
vs
Harold First
Issued June 17, 1925

Tax & writ (Atty fee)	2.00
Shff. Cutshall	5.40
Pro. Greeley for Co.	2.75
Atty	3.00
Pro Service	1.00
	14.15

Capias ad respondendum in Trespass, Returnable to next term. Bail required in the sum of $500.00

June 17, 1925. Affidavit of cause of action filed.

June 17, 1925, Plaintiffs statement of claim filed.

Writ returned: Arrested Harold First on June 18, 1925, by serving the within Capias upon him. Defendant gave bond for his appearance on Second Monday of Sept. 1925. The bond is hereto attached
So answers H.B. Cutshall, Sheriff

Sept. 11, 1925. Affidavit of defense filed.
On Trial List for 1st Monday of Oct. 1925, No. 13
"Oct. 5, 1925. Settled."

~~Dec 1, 1925 received satisfaction of the above judgm~~

Dec. 1, 1925, this case settled and discontinued of record. All costs paid
Stuart A. Culbertson
Atty for Plaintiff

Stonecipher & Ralston
Otto Kohler
33

July 21, 1925. Recd from Clerk Atty #1.80, being Sheriffs and Pros. costs. D.L. Greeley, Pro.

July 21, 1925 Received from Pro. Greeley #10.80, my costs
H.B. Cutshall
Per O.K.P. Sheriff

Harry S. Lafond
vs
Titusville Forge Company, a corporation.
Issued June 18, 1925

	#
Tax & writ (Atty pd)	2.00
Shff. Cutshall	10.80
Pro. G. for Co.	1.00
Atty	3.00

Summons in Assumpsit. Returnable to First Monday of July next
June 18, 1925 Plaintiffs statement filed, and copy certified to Sheriff.
Writ returned. Served the within writ together with plaintiffs statement of claim on the within named Titusville Forge Company, a corporation on June 19, 1925 by handing a true and attested copy of each to F.L. Fesch, Treasurer of said Titusville Forge Company and making known to him the contents thereof. So answers,
H.B. Cutshall, Sheriff.

Now, July 21, 1925 this cause settled.
Otto Kohler
Atty for Plff.

John L. Spencer
34

June 26/25 I appear for Keystone View Company, Garnishee,
Otto Kohler

Received Nov. 30, 1925, my fee $10 = Otto Kohler

Nov 30 1925 Rec'd of J. L. Spencer Seven and 25/100 dollars Sheff and Proctys costs.
V. L. Greeley Pro

Nov. 30 1925
Received from Pro. Greeley $3.25 my costs
H. B. Gutshall Sheff

v. G. D. Boyer
vs.
Magnus Anderson and W. D. Harrington, doing business under the firm name of Anderson & Harrington, Defts., and Keystone View Company, Garnishee.

Issued June 23, 1925

Tax & writ (Atty paid)	#	2.75
Shff. Gutshall		3.00
Pro. Greeley		3.25
Atty		5.00
Atty for Garnishee		10.00
Sat + etc		1.00

Def'ts No. 152 May Term, 1925.
Attachment Execution, Returnable to First Monday of August next.
To attach all the debts, deposits, goods and chattels, judgments, rights and effects and credits and moneys of and due the defts. or either of them, or in the hands, possession or custody of Keystone View Co., of Meadville, Pa.,
Writ returned: Served the within named Attachment execution on the within named Keystone View Company, as Garnishee by handing to E. W. Kelley, Secretary of said Firm on June 23, 1925, a true and attested copy of the within writ, and making known to him the contents thereof. Nihil habet as to defts.
So Answers H. B. Gutshall, Shff.
Aug. 6, 1925, Interrogatories to Garnishee filed.
Same day, Rule on garnishee to answer in 10 days, or judgment.
Aug. 8, 1925, Service of Writs & Rule accepted for Garnishee by Otto Kohler Esq., Atty
Aug. 12, 1925, Answers of Garnishee filed.
And now, Aug. 28, 1925, On motion of plaintiffs attorney, judgment is entered against Keystone View Company, Garnishee on its answers, admitting having $369.12 due defts. and liquidated at the amount of the debt, interest and costs of original judgment, to wit, the sum of $200.01. (See paper filed)

Debt	$200.01
Int. from Sep. 1, 1925	
Judgment.	

V. L. Greeley, Pro.

Corp. f. 157.

And now, Sept. 28, 1925, On motion in open court, the fee of garnishee's counsel is fixed at $10.00 Per Curr. (See paper filed)
On Argt. List for Nov. Term, 1925, No. 8. Stricken off List.

November 30th, 1925.
Received from the Keystone View Company for Otto Kohler, Atty., Two hundred twenty four and 01/100 one hundredths Dollars in full of the above stated judgement, and costs, and authorize Prothonotary to satisfy judgment. John L. Spencer Atty.

John L Spencer
35

Fanny Myle
vs
Earl L. Myle
Issued June 27, 1925

Tax twice (Atty/pd)	3.00
Shff. Kutshall	1.85
Shff. Kutshall-alias	1.85

Subpoena in Divorce
And now, June 27, 1925 subpoena awarded. Returnable first Monday of August next.
(Signed) Thos. J. Grather, P.J.
Subpoena retd: Aug. 3, 1925, the within named Earl L. Myle not found in my bailiwick. So answers
H.B. Kutshall, Sheriff.
Aug. 4, 1925 Alias Subpoena in Divorce issued; returnable to first Monday of Sept. next.
Alias Subpoena retd Sept. 7, 1925: The within named Earl L. Myle not found in my bailiwick. So answers, H.B. Kutshall, Sheriff.

36

John Miller, now use of Kay & Fuller
vs
Mary Muhl and
Joseph Muhl
Entered June 29, 1925.

Bro. Greeley (paid) # 2.25
Blff. on l 1.50

Of No. 223 May Term, 1920
Amicable Scire Facias sur Judgment
It is agreed That the Prothonotary of said Court enter an amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said county, and duly so returned, and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Six Hundred Dollars, being the amount of debt now due on the original judgment; with interest from June 23, 1925, and costs.

Debt # 600.00
Int. from June 23 1925
Judgment
V. L. Greeley, Prothy.

M. p. 219.

June 25 1930 Rec'd satisfaction in full debt interest and costs on the above judgment

Kay & Fuller

A. M. Joyner
Albert L. Thomas
37

McLane-Schank Hardware Company
vs
Anderson & Sweeney
James Sweeney and
W. R. Anderson.
Issued June 30, 1925

	#
Jay Twit (paid)	3.00
Sheriff Butshall	6 80
Pro & Since	1,00
atty	3.00

Foreign Attachment, returnable to First Monday of August next.
Bail required in sum of $500.00
To attach all the goods, chattels, lands, property, rights and credits of the defendants, and all moneys due them in whose hands soever they may be and summon such persons as garnishees; and especially attach the leasehold and all personal property thereon, and all money or property in the hand of the person in charge of that certain leasehold and property known as the skating rink situate at Conneaut Lake Park, Crawford County, Penna.

June 30, 1925 Affidavit of Cause of Action filed

July 6, 1925 Rec'd from Albert L. Thomas Esq., Atty for Plff $7.40 being Sheff & Pro. costs
V. L. Greeley, Pro.

July 6-1925 Rec'd of Pro Greeley Six & 40/100 Dollars My Costs
H B Butshall
Per O.H.P. Sheriff

Writ returned July 6, 1925. - Served the within Foreign Attachment on E. B. Barnes, Manager of Anderson & Sweeney, at Conneaut Lake Park, Crawford County, Pa., on July 2, 1925, by handing to him a true and attested copy thereof, and making contents of same known to him, in the presence of A. L. Knapp and L. D. Kiester. So answers H. B. Butshall, Sheriff.

SEPTEMBER TERM, 1925

38

L. S. Fisher
vs
Wave L. Blakeslee and
W. A. Blakeslee
Entered July 2, 1925
Pro. Greeley 10-6-25 paid 2.25

No. 222 May Term, 1920
Amicable Scire Facias sur Judgment
It is agreed That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said county and duly so returned and that a judgment be entered thereon in favor of the plaintiff and against the defendants, with all the waivers and conditions contained in the original judgment note, for the sum of Four-hundred ninety-nine and 90/100 Dollars, with interest from June 28, 1925.

Debt # 499.90
Int. from June 28, 1925
Bl. pp. 126-126 Judgment
W. L. Greeley, Prothy

July 2, 1928 This judgment satisfied. (See paper filed)

J. E. Bossard

39

Cmd Nov. Cms 8th 1925
2 appear for defendant
C Victor Johnson
V.L.G.

Sept. 6. 1924
Receive from Plaintiff by Atty
J E Bossard $4 4c
my costs
H B Hutchall Shiff

April 1 1927 Recd of
Max A. Thompson deft
Fifteen and 75/100 dollars
as costs
V. L. Greeley Prothy.

James E. Billig, by his next friend and mother Cora L. Billig, and Cora L. Billig in her own right,
vs.
Max A. Thompson
Issued July 2, 1925.

Tax & writ (pfff. paid)	$ 2.00
Shff. Hutchall	4.40
Pro. Greeley for Co.	7.50
" " since	4.25
Atty	3.00
Jury fee	4.00

Capias ad respondendum in Trespass. Returnable to next term. Bail required in the sum of $500.00

July 2, 1925, Affidavit of cause of action filed.

July 2, 1925, Plaintiffs statement of claim filed.

Writ returned: Arrested the within named Max A. Thompson on the within capias. Dependant gave bond to Sheriff in sum of Five hundred Dollars, said bond is hereto attached. So answers, H.B. Hutchall, Sheriff

On Trial List for 1st Monday of Oct. 1925, No. 11

Oct. 5, 1925, Continued on application of plaintiff.

On Trial List for 1st Monday of Jan. 1926, No. 25

Dec. 1925 Continued and marked Remanet. Per Curiam.

On Trial List for 1st Mon. 7 Mar 1926 at no 6.

March 1, 1926 Continued on application of deft. Per Curiam.

On Trial List for 1st Monday of Oct. 1926, No 17.

On Trial List for 1st Monday of Jan. 1927, No. 9.

Jan. 6, 1927. Continued by consent.

On Trial List for 1st 4th Monday of March, 1927, No 19

And now, March 16, 1927, Jury called and sworn as follows: 1- Mrs. E.A. Graves, 2- Homer Clark, 3- Mrs. Clyde Childs, 4- Glen R. Steadman, 5- O.K. Brown, 6- Isadora Graham, 7- Fred Thornton, 8- Mrs. Lalla Fuller, 9- C.R. Kelley, 10- E.M. Boyd, 11- Mrs. Rankin, 12- Mrs. Ella Livingston: twelve good and lawful persons who upon their solemn oaths which they have taken, say, same day, they find for the plaintiff, James E. Billig, a minor, for the sum of One hundred Dollars ($100.00) J. page 123.

And now April 1st 1927. for and in consideration of one dollar ($1.00) me paid this day by Max A. Thompson, defendant in above case I do hereby for myself, my heirs, Executors and administrators, remise, release, quitclaim and forever discharge the said Max A. Thompson, his heirs, Executors and administrators and every of them and from all manner of actions, suits, debts, damages, claims and demands, whatsoever, which I ever had, now have against the said Max A. Thompson by reason of any matter cause or thing whatsoever and this case is settled to finish

Cora L. Billig

Witness:- J. E. Bossard
V. L. Greeley

April 1, 1927.- Received from Max A. Thompson, defendant above named by C. Victor Johnson, Esq., the sum of one hundred ($100.00) dollars as rendered by the verdict in the above stated case.

J. E. Bossard, Atty Guardian
of James E. Billig.

SEPTEMBER TERM, 1925

Albert L. Thomas
40

✓ Florence L. Davis
vs.
✓ L. Dow Davis
Issued July 3, 1925

	#
Tax & writ (Atty pd)	3.00
Shff. Cutshall	1.85
Shff. Cutshall-alias	1.85
Shff. Cutshall-proc.	6.25
Pro. Greeley	9.85
Atty.	3.00

Subpoena in Divorce
And now, July 3, 1925, subpoena awarded, Returnable to first Monday of August 1925
(Signed) Thos. J. Brather P.J.

Subpoena rec'd Aug. 3, 1925. The within named L. Dow Davis not found in my bailiwick. So answers
H.B. Cutshall, Shff.

Aug. 6, 1925, Alias subpoena in divorce issued, returnable to first Monday of Sept. next.

Alias Subpoena returned Sept. 7, 1925. The within named L Dow Davis not found in my bailiwick.
So answers H.B. Cutshall, Shff

Oct. 19, 1925 Order for proclamation issued, returnable to first Monday of Dec. next

And now, Dec. 7, 1925, 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 caus the same to be published in The Tidiuns Republican, a newspaper punted 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.

X

O. Blare Kent
41

Nov 18 1925 Rec'd of Plff by atty Fourteen and 60/100 dollars Shff & Prothy costs
V. L. Greeley Pro

Nov 18-1925 Rec'd of Pro Greeley Three & 75/100 dollars my Costs
H.B. Cutshall
O.H.P. Sheriff

Grace G. Scowden
vs
Albert J. Scowden
Issued July 6, 1925.

	#	
Tax Writ		3.00
Shff Cutshall		3.75
Dickson Andrews, Master		25.00
Pro. Greeley for Co. Atty		7.85
		3.00
		42.60

Subpoena in Divorce
And now, July 6, 1925 subpoena awarded, Returnable to first Monday of Septr next.
(Signed) Thos. J. Prather, P.J.

Subpoena returned: Served the within Subpoena in Divorce on the Respondent personally on the 13th day of July, 1925 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. 14, 1925, Dickson Andrews, Esq., is hereby appointed Master in this case.
By Hon. Thos. J. Prather, P.J.
(Com. issued) (See paper filed)

Nov. 6, 1925. Testimony and report of Master filed.
On Argt. List for Nov. Term, 1925, No. 18.

Now Dec. 28, 1925, after due consideration a divorce is decreed as prayed at respondents cost. Per Curiam

Decree And now, to-wit: December 28, A.D. 1925, 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 Grace G. Scowden be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her the said Grace G. Scowden, the libellant, and the said Albert J. Scowden, 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

Donald B. Thompson

#2

Sept 10 1926 - Reed of Peffs atty Ten Dollars as costs
V. L. Greeley Pro
Mch 15/33 pd for adv #4.00
V.L.G.

Petition of Arthur V. Leberman for the appointment of a Guardian of Gertrude Elizabeth Leberman, Alleged person of weak mind. Entered July 6, 1925

Pro. Greeley Pd #5.00
Pro. G. since Pd 5.00
3/15/33 paid
Pro G. since acct + adv 9.50
Pro. S. 5-2-44 Pd. #2.50
Pro. Accts. 10-4-44 Pd. 7.00
Pro. Acct. 5-27-64 Pd. 20.00
Pro. for C. 8-18-64 Pd. 10.00

July 6, 1925, petition presented in open Court and filed. L. B. 159.

And now, July 6, 1925, upon presentation of the within petition, - August 3, 1925, at 1:30, o'clock P.M. is fixed for hearing on within application, of which hearing ten days written notice shall be given personally to the said Gertrude Elizabeth Leberman. Per Curiam. (See petition)

And now, to wit, Aug. 3, 1925, after hearing the various proofs and allegations, presented to our said Court, upon the oath of Mrs. Mary Hawk and Arthur V. Leberman, the said Gertrude Elizabeth Leberman being present in person, Gordon B. Leberman is hereby appointed Guardian of the estate of the said Gertrude Elizabeth Leberman, who is hereby adjudged a weak minded person and a ward of this Court. Said Guardian to give bond in the sum of Five thousand Dollars with sureties to be approved by the Court. Per Curiam.

Aug. 4, 1925. Proof of service of notice of hearing on respondent filed.

Aug. 4, 1925. Bond of Gordon B. Leberman, Guardian, with New Amsterdam Casualty Co. as surety, in sum of $5000, approved by the Court and filed.

Aug. 4, 1925. Petition of Guardian for an allowance, and stipulation of heirs of Luther A. Leberman, decd, filed.

And now, to wit, Aug. 4, 1925, upon hearing the within petition it is ordered and decreed that Gordon B. Leberman, Guardian of Gertrude Elizabeth Leberman be and he is hereby authorized to expend out of the income and principal of his ward's legacy under the will of her grandfather and foster-father Luther A. Leberman, the sum of Five Dollars ($5.00) per week, for her future support, maintence and education, until otherwise ordered; and to expend such further sum as is necessary to pay the costs of these proceedings at No. 42 Sept. Term, 1925; also, said Guardian is authorized to expend such further sums as may from time to time be reasonably necessary for such ward's proper clothing and medical attention. Per Curiam. (See paper filed)

Aug. 24, 1925. Petition of Guardion for sale of wards interest in real estate in First Ward, City of Meadville, Pa., filed.

And now, to wit, August 24, 1925, upon presentation of the foregoing petition in open Court, and the Court being satisfied that a decree ordering the sale of the ward's interest in the real estate as therein described will be to the interest and advantage of all those interested therein, and without prejudice to any trust, charity for which the real estate shall be held, and without the violation of any law which may confer an immunity or exemption

May 26, 1964
Partial Account
filed Account Docket
#6 - Page 337

Aug 10, 1964 Hearing in Court

Record continued to page 590.

SEPTEMBER TERM, 1925

Otto Kohler

43

Sept 10 1925 Recd of Crawford Co Trust Co Seven Dollars as costs
U. L. Greeley Pro

Petition of Amelia Brunot for appointment of a Guardian of Rosina Brunot of Randolph Township as a person of weak mind
Entered July 6, 1925.

Pro. Greeley #5.00
2.00

July 6, 1925, Petition presented in open Court and filed. Br. p. 189.

And now, July 6, 1925 upon presentation of the within petition, Aug. 3, 1925, at 2 o'clock P.M. is fixed for hearing this application, and it is directed that ten days written notice thereof be given to Frank Ballandrett, at Cambridge Springs, Pa., by service of copy of the petition and order of the Court, and like notice to be given to Leona Hyland by registered letter to her address at Lackawanna New York.

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

Aug. 3, 1925 Proof of service of notice filed.

Decree: Now, Aug. 3, 1925, After proof of service of notice and hearing in open Court, Rosina Bruno is adjudged feeble minded, and the Crawford County Trust Company of Meadville, Pa., is hereby appointed Guardian of the estate of Rosina Brunot. Bond in the sum of $2,000 to be filed. Per Curiam. (See petition)

Sur petition of Guardian: Now, Sept. 8, 1925, on presentation of within petition, the Crawford County Trust Company, Guardian of Rosina Brunot, a weak minded person, is authorized to pay the sum of Five Dollars ($5.00) weekly until the further order of the Court, for the care maintenance and support of said ward. Per Curiam. (See paper filed)

Sept. 8, 1925 Bond of Crawford County Trust Co., Guardian of Rosina Brunot, in the penal sum of $2000, approved and filed.

Feb. 22, 1926, Petition of Guardian to enlarge allowance presented in open Court, and thereupon, the order for allowance for support heretofore entered is increased to $10.00 per week. By the Court (See paper filed)

June 2, 1927, Final (& balanced) account of Crawford County Trust Co., Guardian of Rosina Brunot filed and rule issued for publication in Tribune-Republican that same will be confirmed on 3d Monday of June, 1927, if no exceptions.

Account recorded in Account Doc. No. 4, page 331.

SEPTEMBER TERM, 1925

Albert L. Thomas
Fred C. Kelbert
H+H

George Wigle
vs.
C. C. Campbell
Issued July 7, 1925

Jay writ (affid'vt)		$ 3.00
Shff. Smithall	Paid 1-8-26	7.60
Pro Greeley	paid 1925	1.00
Atty.		3.00

Foreign Attachment in Trespass;
Returnable to next term.
Bail to dissolve, $500.00.
July 7, 1925, Affidavit of cause of action filed.
Writ returned: Served the within Foreign Attachment on Humes Bros. Garage, of Cambridge Springs, Pa., by handing the said Ernest E. Humes, member of said Humes Bros., a true and attested copy of the within writ, on July 9, 1925, and making contents of same known to him, in the presence of A. L. Knapp and Harold L. Thomas. Nihil habet as to C. C. Campbell, Def.
So answers H. B. Smithall, Shff.

Jan 8 1926. Received of Pro. Greeley $3. docket fee in this case
Fred C. Kelbert

Dec. 30, 1925 This case settled, discontinued of record and attachment released and costs paid
Thomas & Kelbert
Attys. for Plaintiff.

Albert L. Thomas
Fred L. Kebort
45

S. W. Wigle
vs.
L. L. Campbell
Issued July 7, 1925.

Jax & writ (Plff. pd) # 3.00
Shff. Cutshall (Paid Dec 30th 1925) 7.60
Pro Greeley paid 1-8-26 1.00
Atty 3.00

Foreign Attachment in Trespass; Returnable to next term.
Bail to dissolve, #500.00
July 7, 1925 Affidavit of cause of action filed
Writ returned. Served the within Foreign Attachment on Humes Bros. Garage of Sambridge Springs, Pa., by handing to Ernest E. Humes, member of said Humes Bros., a true and attested copy of the within writ, on July 9, 1925, and making contents of same known to him, in the presence of A. L. Knapp and Harold L. Thomas. Nihil habet as to L. L. Campbell. So answers,
H. B. Cutshall, Shff.

Jan. 8, 1926. Received of Pro. Greeley $3 docket fee in this case.
Fred L. Kebort

Dec. 30, 1925. This case settled, discontinued & ended and attachment released and costs paid
Thomas & Kebort
Attys. for Plaintiff

SEPTEMBER TERM, 1925

Albert L. Thomas
Fred B. Kiebort

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Jan. 8, 1926. Received of Pro. Greeley $3 docket fee in this case
Fred B. Kiebort

John Magyari by his Foster Father and next friend, Michael Bendich,
vs.
b. b. Campbell
Issued July 7, 1925.

Tax & writ (Cpy. pd)	3.00	
Shff. Gutshall Paid Dec 30 1925	7.60	
Pro Greeley paid 1-5-26	1.00	
Atty	3.00	

Foreign Attachment in Trespass, Returnable to Second Monday of September, 1925. Bail to dissolve $1,000.00.

And now, July 7, 1925, On motion in open Court, bail to dissolve is fixed at $1000.00 By the Court.

July 7, 1925. Affidavit of cause of action filed.

Writ returned: Served the within Foreign Attachment on Hunes Bros. Garage of Cambridge Springs, Pa., by handing to Ernest E. Hunes, member of said Hunes Bros., a true and attested copy of the within writ on July 9, 1925, and making contents of same known to him, in the presence of A. L. Knapp and Harold L. Thomas. Nihil habet as to b. b. Campbell. So answers

H. B. Gutshall, Sheriff

Dec. 30, 1925. This case settled, discontinued of record, attachment released. Costs paid.

Thomas & Kiebort
Attys for Plaintiff

T. L. Cochran
Albert L. Thomas
Fred L. Kibort

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Thomas v Thomas.
July 25 25.

W. J. McCracken and Helen G. McCracken
vs.
Dail Deed
Issued July 7, 1925

Jay + writ (Plff paid)	2.00
Shff. Cutshall	3.80
atty	3.00
Pro G.	1.00

Summons in Trespass, Returnable to First Monday of August next
July 7, 1925, Statement of claim filed.
Writ returned: Served the within summons, together with plaintiffs statement of claim, on the within named Dail Deib, on July 10, 1925, by handing to him a true and attested copy of each, and making known to him the contents thereof.
So answers H. B. Cutshall, Shff.

Dec 31 1925 Rec'd of Plff by atty Four and 80/100 dollars Sheriff + Proctgs Costs
T. L. Cochran Pro

Dec 31-1925 Rec'd of Pro Cochran three + 80/100 Dollars in full of costs
H. B. Cutshall
O.K.P. Sheriff

Now Dec. 31, 1925, This case settled and discontinued. All costs paid.

Thomas & Kibort
Attys for Plaintiff

SEPTEMBER TERM, 1925

Albert L. Thomas
Fred L. Kiebort
48

Gertrude Kearney
vs.
John Kearney
Issued July 7, 1925

	#
Tax & writ (pd by Lib.)	3.00
Shff. Leitshall	3.65
Pet. Greeley	7.75
Atty.	3.00
R. S. Peters, Master (pd by Lib.)	25.00

Subpoena in Divorce with custody of children James and Jack, returnable to first Monday of Sept. next.

And now, July 7, 1925 Subpoena awarded Returnable to first Monday of September, 1925.

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

Subpoena returned: Served the within Subpoena in Divorce on the within named Respondent personally, this 13th day of July, 1925, 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. Leitshall, Sheriff

Sept. 28, 1925. Received from Libellant per Atty. $11.10, being Sheriff & Prof. costs.
V. L. Greeley, Pro.

Sept. 28 1925
Received $3.65 my costs from Pro. Greeley
H. B. Leitshall Sheriff

And now, Sept. 8, 1925, Roy S. Peters, Esq. is appointed Master in this case.
(See paper filed) Comm. issued. By Hon. Thos. J. Prather, P. J.

Sept. 15, 1925. Testimony and report of Master filed.
On Argument List for Sept. Term, 1925, No. 29.

Now, Nov. 9, 1925. After due consideration, a divorce is decreed as prayed at the cost of respondent. And the custody of James Kearney and Jack Kearney is awarded to libellant.

Per Curiam.

Decree: And now, to wit Nov. 9, A. D. 1925 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 Gertrude Kearney be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Gertrude Kearney the libellant and the said John Kearney 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, James Kearney and Jack Kearney be and the same is hereby awarded to the libellant, said Gertrude Kearney.

(See paper filed)

Per Curiam

John A. Northam

419

Aug. 10, 1925 Received from Crawford County Trust Co. Guardian #10.75, being Pro. Greeley #5.50, Sheff. Cuthshall #4.25 & J. A. Northam #1.00.
V. L. Greeley, Pro

Aug. 10. 1925
Received #4.25 pay costs from Pro. Greeley
J. W. Cuthshall Sheff

Petition of Lewis M. Hilliard for the appointment of a Guardian for Charles W. Garrison as a person who has become insane and mentally defective.
Entered July 7, 1925

		#
Pro. Greeley	(8/10/25 Pd 2.a.k)	5.00
Notary fee J. A. Northam		1.00
Sheff. Cuthall		4.25
Pro. J. sucr		.50

July 7, 1925 Petition presented to Hon. Thos. J. Prather, P. J. and filed.
G. page 173.

And now, July 7, 1925, upon presentation of the foregoing petition and upon consideration of same, it is hereby ordered that a hearing be had thereon before the Court, on Monday, Aug. 3, 1925, at 11 o'clock A.M., and that 10 days written notice of the filing of this petition and time of hearing be given to said Charles W. Garrison, and to Orin Garrison, Elsie Hilliard, Pearl Boy, Roy Garrison, Elvin Garrison and Blanche Rice, by mail. (See petition) (Signed) Thos. J. Prather, P. J.

July 21, 1925, Proofs of service of notice upon respondent and next of kin, filed.

July 21, 1925, Affidavit of Dept. H.W. Mitchell, as to mental state of respondent as to his inability to appear in Court, filed.

Decree: And now, August 3, 1925, it appearing to the Court that written notice of the time and place of hearing in this matter, was duly served upon the said Charles W. Garrison, and the other parties in interest as ordered by the Court, and that the said Charles W. Garrison cannot be brought into Court with safety to himself to attend said hearing; after hearing had in open Court, the said Charles W. Garrison is hereby adjudged an insane person, and so mentally defective as to be unable to care for his property and estate; and the Crawford County Trust Company, of Meadville, Pa., is hereby appointed Guardian of the estate of said Charles W. Garrison. Bond required in the sum of #4000.00, to be approved by the Court.
(See paper filed) Per Curiam.

Aug. 6, 1925, Bond of Crawford County Trust Company Guardian, in the sum of #4000. approved and filed.

Aug. 10, 1925, Inventory filed, amounting to #2,179.37.

June 6, 1931, Final account of Crawford County Trust Company, Guardian of Charles W. Garrison, filed & and notice issued for publication.

June 17, 1931, Proof of publication of notice of filing account filed.

And now, July 6, 1931, no exceptions having been filed to the within account, the same is hereby confirmed absolutely.
Per Curiam.

SEPTEMBER TERM, 1925

50

✓ Ausro Fish
vs.
✓ b.b. Nichols
Entered July 9, 1925

Pro. Greeley (#1.75 pd) #2.25
Original Costs, 1.31
Note:-
#3.31 of costs is included in the debt of the judgment of revival as confessed

Of No. 246 May Term, 1920.
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 and thirty Dollars, being the amount of debt, interest and costs #72.31 - now due on the original judgment.

	#
Debt	302.31
Int. from July 1, 1925	
Judgment.	

V.L. Greeley, Prothy.

N.P. 93.

April 7, 1927, Sci. Fa. to No. 78 May Tr. 1927.
Fi. Fa. to No. 58 May Tr. 1927.

Thomas & Thomas 51 J. E. Bozzard, for 7-23-25 defendant John Gerdon	A. M. Cunningham vs. John Gerdon Issued July 10, 1925 Tax $.10 Writ (Atty fee) $2.00 Shff. Gutshall 4.20	Summons in Trespass, Returnable to first Monday of August next. July 10, 1925. Plaintiffs statement of claim filed. Writ returned: Served the within summons together with plaintiffs statement of claim, on the within named John Gerdon, on July 10, 1925, by handing to him a true and attested copy of each, and making known to him the contents thereof. So answers H. B. Gutshall, Shff. July 23, 1925. Affidavit of defense filed.

SEPTEMBER TERM, 1925

Otto Kohler

52

April 23, 1926 Received from Phipps atty $5.50 being Shipps & Thos. cost
V.L. Greeley, Pro.

April 23, 1926 Received from Pro. Greeley $3.00 in my costs
H.B. Critchfield Sheriff

Empire Cream Separator Co., a corporation, now for the use of Cobb & Pratt,

vs.

George A. Kurtz

Issued July 13, 1925.

	#
Tax & work (Atty pd)	2.00
Shff. Critchfield	3.00
Pro. Greeley	2.50
Atty. Paid by Pff. Kohler	3.00

Summons in Assumpsit; Returnable to first Monday of August next.

July 13, 1925, Statement of claim filed.

Writ returned: Served the within summons together with plaintiffs Statement of claim, on the within named Geo. A. Kurtz, by handing a true and attested copy of each to an adult member of his family, namely Josephine Kurtz, his daughter, and making contents of same known to her on July 16, 1925.

So answers H.B. Critchfield, Sheriff.

And now, August 24, 1925, Upon praecipe of plaintiffs Attorney, judgment is entered in favor of plaintiff and against Deft. for want of an affidavit of defense, and liquidated at the sum of Fourteen hundred and fifty-nine and 80/100 Dollars, with interest from date and costs of suit. (See paper filed)

Debt #1459.80

Int. from Aug 24, 1925.

Judgment

V.L. Greeley, Prothy.

K. page 113

Albert L. Thomas — Petition of J. P. McGuire and D. L. McGuire for appointment of a special police officer for the public grounds and places of amusement conducted at Conneaut Lake in Sadsbury Township, under the name of Oakland Beach.

53

Entered July 14, 1925

Bro. Greeley (pd by atty) 2.50 #

Decree.

Now, July 14, 1925, upon presentation of the above and foregoing petition and after due consideration thereof, it is ordered, adjudged and decreed that Franklin Abbott be and he is hereby appointed as policeman, with the full power and authority as such officer as is conferred by the act of March 23, 1876, P.L. 9, and its supplement of April 17, 1878, P.L. 21, or by any other act of this Commonwealth, - in and upon the grounds and property of J. P. and D. L. McGuire, situate on the East Side of Conneaut Lake, and known and conducted as the Oakland Beach Resort. The authority hereby conferred upon the appointee shall extend to any and all buildings, roads, streets, lanes and alleys, waters and ground occupied by or used in connection with the operation of said Summer Resort known as the Oakland Beach. This appointment to be effective upon the appointee taking and subscribing to the oath required by the Seventh Article of the constitution of the Commonwealth of Pennsylvania before some person authorized to administer such oath.

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

Same day, Certificate of appointment issued.

SEPTEMBER TERM, 1925

Albert L Thomas ✓ ✓	Dorothy Rose and John W. Rose, her Husband.	Capias ad respondendum in Trespass; Returnable to next term. Bail required in the sum of $1000.00.
54	vs.	July 14, 1925, Affidavit of cause of action filed.
Wesley B. Best and Walter J. McClintock-d.b.e. ✓	Albin Geisman Issued July 14, 1925	Now, July 14, 1925, On motion of Pltffs atty, bail is fixed at $1000.00
	$	By Hon. Thos. J. Brother P.J.
	Tax + writ (atty pd) 2.00	July 14, 1925, Statement of claim filed
	Shff. Butchall 5.90	Writ pd: Served the within capias on the within named Albin Geisman on July 17, 1925, and the within named Albin Geisman gave bond to the Sheriff. Bond is here to attached.
	Pro. Speeley on rule	H.B. Butchall, Sheriff.

And now, July 29, 1925 By leave of Hon Thos. J. Brother, P.J., Wesley B. Best, Esq., and Walter J. McClintock, Esq. appear for deft. de bene esse, for the purpose of moving to strike off pltffs. statement of claim (See paper filed)

July 29, 1925. Rule to show cause granted why statement of claim should not be stricken off, returnable to next term. (See paper filed) (Signed) Thos. J. Brother, P.J.

On Argt. List for Sept. Term, 1925, No. 4. Argued by A.V.

Now, Nov. 2, 1925, rule to strike off plaintiffs statement of claim is discharged. Per Curiam. (See opinion filed)

On Trial List for 1st Mon. of Mar. 1926 at No. 12.

"March 3, 1926 Continued."

On Trial List for 1st Monday of Oct. 1926, No. 19.

On Trial List for 1st & 2d Mondays of March, 1927, No. 13.

March 7, 1927, Continued by consent.

Albert L. Thomas	Kathryn M. Keefer and W. B. Keefer, her husband	Capias ad Respondendum in Trespass Returnable to next term. Bail required in the sum of $500.00
55 Wesley B. Best and Walter J. McClintock, d.b.i.e	vs Albin Geisman Issued July 14, 1925	July 14, 1925, Statement of claim filed.
	Tax + writ (Atty pd) $ 2.00 Shff. Butshall 5.90 Pro. Greeley on rule	Writ rtd: Served the within capias on the within named Albin Geisman, on July 17, 1925, and the within named Albin Geisman gave bond to the Sheriff. Bond is hereto attached. So answers H. B. Butshall, Shff
		And now, July 29, 1925, By leave of Hon. Thos. J. Brother, P.J. - Wesley B. Best, Esq. and Walter J. McClintock, Esq. appear for deft. de bene esse, for the purpose of moving to strike off plffs statement of claim. (See paper filed)
		July 29, 1925, Rule to show cause granted why statement of claim should not be stricken off; returnable to next term. (See paper filed) (Signed) Thos. J. Brother, P.J.
		On Argt. List for Sep. Term, 1925, No. 3 Argued-C.A.V.
		Now, Nov. 2, 1925, rule to strike off plaintiff's statement of claim is discharged. Per Curiam (See Opinion filed)
		On Trial List for 1st Mon. of Mar. 1926 at No 13.
		"March 3, 1926 Continued."
		On Trial List for 1st Monday of Oct., 1926, No. 20.
		On Trial List for 1st & 2d Mondays of March, 1927, No. 14
		March 7, 1927. Continued by consent.

SEPTEMBER TERM, 1925

Charles B. Steigner 56	Moses Marks, trading as N. Marks & Sons vs. Harry S. Church Issued July 17, 1925 Jay Kwick 1-11-26 pd 2.00 Shff. Butshall 9.80 Geo. Greeley 1-11-26 pd 2.50 Atty 3.00	Summons in Assumpsit, Returnable to first Monday of August next. July 17, 1925 Plaintiffs Statement of Claim filed. Writ returned: Served the within summons together with plaintiffs statement of claim on the within named Harry S Church on July 20, 1925 by handing to him a true and attested copy of each and making known to him the contents thereof. So answers H.B. Butshall, Sheriff. And now, Aug. 17, 1925 Upon praecipe of Plffs. Atty, judgment is entered against Deft. in favor of Plff. for want of an affidavit of defense, and same liquidated at the sum of Four hundred fifty-seven and 40/100 Dollars. (See paper filed) Debt #457.40 Int. from Aug. 18, 1925 Judgment V.L. Greeley, Pro

B. 7. p. 277.

Fi. Fa. to No. 74 Sept. Term, 1925.

June 7, 1926 The above judgment satisfied (See Fi. Fa.)

57	Petition of Prothonotary for abolition or continuing of the Rule Docket Entered July 17, 1925 Pro Greeley 2.50 Pro G since .25	Now, July 17, 1925 Rule to show cause granted with notice to President of Crawford County Bars Association (Signed) Thos. J. Prather, P.J. On Arg. List for Sep. Term, 1925, No. 2. On Arg. List for Feb. Term, 1926 No. 10. March 29, 1926 Rule made absolute and Rule Docket discontinued. Per Curiam.

Walter J McClintock July 17, 1930

58

R. Clyde Sensor, now in path for use of ✓ Eleanor B. Sensor, Guardian of Raymond Lamb

vs.

✓ The Joint School Boards of Troy and Steuben Townships, and the Borough of Townville, by Clinton B. Borden, Otis O. Squier and Hugh Harris alias E.H. Harris, a committee appointed by said school boards and authorized thereby to purchase acquire title to and hold certain real estate in the Boro. of Townville, for the uses of a Joint Vocational School.

Entered July 18, 1925.

Pro. Ts. for Do. (paid) # 3.25

Of No. 207, May Term, 1920

Amicable Scire Facias sur Judgment

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

And that a judgment be entered thereon in favor of the plaintiffs and against the defendants, for the sum of Fifteen hundred Dollars, with interest thereon from June 14, 1925, being the principal debt now due on the original judgment, with all the waivers and conditions contained in the original judgment bond.

Dated July 11, 1925

(Signed) Elizabeth Hawthorne } Steuben
Grace E. Church } District
L.L. Childs } Townville
W.R. Ingraham } District
W.A. Bunce } Troy
Eunice Cook } District

Debt #1500.00

Int. from June 14, 1925

Judgment July 18, 1925.

W. L. Greeley, Prothy.

Bond p. 134

Note: The #first #200.00 of the money secured was assigned by R. Clyde Sensor to Eleanor B. Sensor, Guardian of Raymond Lamb (See back of original bond.)

Sept 17, 1925, Assignment of the original judgment in this case to William Sensor and Priscilla Sensor filed, - same being dated July 11, 1925, and signed by "Eleanor B. Sensor, Gdn" and "R. C. Sensor."

Now, July 17, 1930, comes Priscilla Sensor by Walter J. McClintock, her attorney, and suggests the death of William Sensor, one of the use-plaintiffs, on March 10, 1928. (See paper filed)

July 18, 1930. Am. Sci. Fa. to No. 95 Sep. Term, 1930

Aug. 14, 1930. This judgment satisfied by satisfaction of judgment of revival at No. 95 Sept. Term, 1930

Leland and Stuart A. Culbertson
59

D. G. Eddy
vs.
Harry Burry
Issued July 28, 1925

Tax & writ (paid)	# 2.50
Skff. Kutshall	4.30

Of No. 254 May Term, 1925
Attachment Execution; Returnable to first Monday of August next.
To attach all and singular the goods and chattels, rights and credits, moneys and property of the defendant, in whose hands the same may be, and especially in the hands of the Merchants National Bank of Meadville, Pa., and to summon them as garnishee.

Writ returned: Served the within Attachment execution on the Merchants National Bank of Meadville, Pa., on July 29, 1925 by handing to E. J. Weber, cashier of said bank, a true and attested copy of the within writ, and making contents of same known to him. Served the within attachment execution on Harry Burry, deft., on July 21, 1925 by handing to him a true and attested copy of the within writ and making contents of same known to him.

So answers H. B. Kutshall, Sheriff.

Sept 10 1925 For value received I hereby discontinue the above case.

D. G. Eddy
by N. N. Ehrgott agt.

Albert L. Thomas ✓
Fred L. Kiebort ✓

60

March 30 1926 Rec'd of E.J. Cochran Esq Five Dollars costs in this case
W. L. Greeley Pro

Petition of Blanche Crawford for the appointment of a Guardian of Katherine Nelson of Greenwood Tp. a person of weak mind.
Entered July 20, 1925 #
Prothy Greeley 5.00

July 20, 1925 Petition filed.
N. page

And now, July 18, 1925 upon presentation of the foregoing petition, - August 3, 1925, at 9:30 o'clock A. M., at the Court House in the City of Meadville, Pa., is the time and place fixed for a hearing thereon; notice thereof to be given to the respondent and the brothers and sister of the respondent residing within the county of Crawford, and upon Fred Crawford.
Per Curiam

Aug. 3, 1925, Proof of service of notice filed.

Decree: Now, August 3, 1925 this case came on for hearing, and after the taking of testimony, and due consideration thereof, and it appearing that due notice of this hearing was served upon all parties interested as directed by the Court, the Court orders, adjudges and decrees the said Katherine Nelson to be a person of weak mind, and appoints J. B. Hall as Guardian of her person and estate. Bond in the sum of $1,500 required.
(See paper filed)
Per Curiam

Otto Kohler

61

Commercial Credit Corporation
vs
P P Kelling
Issued July 22, 1925

		#
Tax & writ (Atty pd)		2.00
Shff Smithshall		3.25
Pro. Greeley		2.50
Atty	7.5.7.5	3.00

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

July 22, 1925 Statement of claim filed and copy certified to Sheriff.

Writ returned: Served the within summons, together with plaintiffs statement of claim, on the within named P. P. Kelling on July 22, 1925, by handing to him a true and attested copy of each, and making known to him the contents thereof.

So answers H. B. Smithshall, Sheriff.

And now, Aug. 12, 1925, On motion of plaintiffs attorney, judgment is entered against defendant and in favor of plaintiff, for default of an affidavit of defense, and same is liquidated at the sum of Four hundred twenty-four and 72/100 Dollars, with costs of suit (See paper filed)

Debt # 424.72
Int. from Aug. 12, 1925
Judgment.
V. L. Greeley, Prothy

K. page 67.

July 16 1926 Rec'd of Pefft's atty Otto Kohler Six Dollars Shff & Prothy Costs
V. L. Greeley Pro

July 27 1926
Received $3.25 my costs from Pro. Greeley
H B Smithshall

Now, July 16, 1926 this judgment satisfied.
Otto Kohler Atty

SEPTEMBER TERM, 1925

A. M. Fenner

62

Betsey W. Broughton, and Betsey W. Broughton, legatee of Rachel Broughton, deceased,

vs

M. E. Broughton

Entered July 25, 1925

Bro. Greeley, (Plff.-Pd) # 2.75

Atty 3.00

Of No. 269 May Term, 1920

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 Two hundred sixty-seven and 73/100 Dollars, being the amount of debt interest and costs now due on the original judgment.

Dated - July 20, 1925.

Debt # 267.73

Int. from July 20, 1925

Br. p. 165.

Judgment

V. L. Greeley, Prothy.

June 9, 1930. Sci. Fa. to No. 36 Sept. Term, 1930

A. M. Tenner

63

Betsey W. Broughton, and Betsey W. Broughton, Legatee of Rachel Broughton, deceased
vs.
M. E. Broughton
Entered July 25, 1925.

Geo. Greeley (Plff's) Atty # 2.75
3.00

Of No. 270 May Term, 1920.
Amicable Scire Facias sur Judgment

It is agreed, That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said county, and duly so returned, and that a judgment be entered thereon, in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Six Hundred seventy-nine and 75/100 Dollars, being the amount of debt, interest and costs now due on the original judgment.

Dated July 20, 1925.

Debt # 679.75
Int. from July 20, 1925

Judgment.
V. L. Greeley, Prothy.

Br. page 165

June 9, 1930, Sci. Fa. to No. 37 Sept. Term, 1930.

64.	In the Matter of the Audit of the Audit of the finances and accounts of the Meadville School District for the year ending July 6, 1925. Entered July 25, 1925 Pro. Pd. for Co. 5.00	July 25, 1925 Report of City Controller and his assistant, as auditors filed. July 27, 1925 Notice issued for publication in the Tribune-Republican.

65	In the Matter of the Audit of the finances and accounts of the Titusville School District for the fiscal year ending the First Monday of July, 1925 Entered July 25, 1925 Pro. S. for Co. 5.00	July 25, 1925. Report of Jos. W. Gray, City Controller and his assistant as Auditors, filed. July 30, 1925 Notice issued for publication in the Titusville Herald.

SEPTEMBER TERM, 1925

J. A. Northam

66

O. Blare Kent

The Directors of the Poor and of the House of Employment in the County of Crawford,

vs

J. J. Gehring, Harry L. Gehring, and Frank L. Gehring, doing business as Gehring Brothers

Issued July 27, 1925

	#
Tax & writ	2.00
Shff. Cutshall	7.80
Bro. Greeley, for do	

March 4th 1926 Recd. my Costs Seven & 80/100 Dollars from the County Commissioners

H. B. Cutshall Sheriff

Per O.K.P.

Summons in Trespass; Returnable to the First Monday of Sept. next.

July 27, 1925 Statement of claim filed.

Writ returned: Served the within summons together with plaintiffs statement of claim on J. J. Gehring, Harry L. Gehring and Frank L. Gehring, on July 28, 1925 by handing to each of them a true and attested copy of same, and making known to each of them the contents thereof. So answers

H. B. Cutshall, Shff.

And now, Sept. 1, 1925 O. Blare Kent, Esq., appears for Defts. (See paper filed)

Sept. 1, 1925 Affidavit of defense filed.

On Trial List for 1st Monday of Oct. 1925, No. 9.

Sept. 28, 1925 Continued by consent

On Trial List for 1st Mon. Jan. 1926 No. 9.

Dec. 28, 1926 Continued on application of Defendant.

On Trial List for 1st Mon of March 1926 at No 8

March 3, 1926

This case settled

J. A. Northam,

atty for Pltff.

SEPTEMBER TERM, 1925

J. A. Boland

67

The First National Bank of Cambridge Springs, Pa.
vs.
Hazel J. Wasson and
E. B. Wasson.
Entered July 27, 1925

Geo. Greeley (Atty's fee) #2.25
Atty 3.00

Note: #2.25 of costs is included in debt, but the costs of the original judgment were but #1.50

O.C. No. 272 May Term, 1920
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 Twelve hundred two & 25/100 Dollars, "being the amount of debt, interest to July 27, 1925, and costs now due on the original judgment"

Debt #1202.25
Int. from July 27, 1925
Judgment
V. L. Greeley, Pro.

W. page 231.

Am Sci Fa No 81 Sept Term 1930

SEPTEMBER TERM, 1925

Albert L. Thomas
Fred C. Kiebort
68

William Griffith
vs
C. B. Bailey and M. L. Bailey, a co-partnership, doing business under the name and style of The Geneva Milling Company.
Issued July 28, 1925.

Jas + writ (Attys pd)	2.00
Shff. Butchall	6.30
Bro. Greeley	6.10
Jury-fee	4.00
Atty	3.00
Plff's Bill of costs	47.66
Sat	.50

Summons in Trespass. Returnable to First Monday of September 1925.

July 28, 1925, Plaintiff's statement of claim filed.

Writ returned: Served the within summons, together with plaintiff's statement of claim on the within named C. B. Bailey and M. L. Bailey, on July 28, 1925, by handing to each of them a true and attested copy of the summons and to C. B. Bailey a true and attested copy of plff's statement of claim, and making known to them the contents thereof. So answers

H. B. Butchall, Shff.

On Trial List for 1st Mon. Jan. 1926 No. 7.

And now, January 7, 1926, Jury selected and sworn as follows: 1- Thomas Bassin, 2- George Swoger, 3- Berry C. Artman, 4- Archie Masters, 5- Clyde Wood, 6- Harry Yocum, 7- Flora Palmer, 8- Clarence Noel, 9- Mrs. John Mead, 10- O. M. Davis, 11- Mrs Sadie Bares, 12- Victor Bentley; twelve good and lawful persons, who upon their solemn oaths which they have taken, say January 9, 1926, they find for the plaintiff in the sum of Twelve Hundred Seventy-five Dollars (#1275.)

Ba. pp. 191 + 193; Firm p. 158.

Jan. 9, 1925, Plaintiffs points filed.

Jan. 12, 1926. Motion by Defts. for a new trial filed.

"And now, Jan. 11, 1926. Rule to show cause granted why new trial should not be had as prayed for. Per Curiam. (See motion file)

On Argument List for Feb. Term, 1926 No. 8

Feb. 23, 1926. Plffs. bill of costs filed - #47.66.

Now, April 5, 1926, rule for new trial is discharged. Per Curiam. (See paper filed)

Jan 22 1926 Rec'd of Pelf by atty four Dollars Jury fee
V. L. Greeley Pro

Aug 11 1926 Rec'd of Pelf by atty Twelve and 40/100 dollars Shff + Partly costs
V. L. Greeley Pro

Aug 11 1926
Received from Pro Greely #6.20 my costs
H. B. Butchall

May 27, 1926, Received of Bailey Bros., by C. Victor Johnson, check for $800 to apply on judgment in this case.

Fred C. Kiebort

Aug. 9, 1926. Received satisfaction in full of balance of judgment in this case, debt, interest and costs and Prothonotary will satisfy same of record. Wm. A. Griffith

SEPTEMBER TERM, 1925

to Victor Johnson
69

Sept 23rd 1925. Rec'd
Docket fee $2 & 3 cts on
Tax & Writ $2 & 3 cts Rec'd
being paid by Defendant.
Victor Johnson Atty
for Libellant

Sept 23 1925 Rec'd
of Deff by atty Ten
and 75/100 Dollars
Shff & Proctors costs
V. L. Greeley Pro

Sept 23rd 1925 Rec'd of Pro Greeley
Three Dollars My Cost.
H. B. Cutchall
Sheriff

Gladys M. Irwin
vs.
Rollin K. Irwin
Issued July 28, 1925

Tax & writ (paid)	$ 3.00
Shff. Cutchall	3.00
Master, P. E. Thomas (paid)	25.00
Pro. Greeley	7.75
Atty	3.00

Subpoena in Divorce.

And now, July 28, 1925, Subpoena awarded, Returnable to first Monday of September next.

By Hon. Thos. J. Brother, P. J.

Subpoena returned: Served the within Subpoena in Divorce on the Respondent personally, on the 10th day of Aug., 1925, 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. Cutchall, Shff.

Now, Sept. 10, 1925, Paul E. Thomas, Esq. is appointed Master in the above case to take testimony and report thereon to the court. Per Curiam

(See paper filed) Com. issued.

Sept. 14, 1925. Testimony and report of Master filed.

On Argument List for Sept. Term, 1925, No. 30.

Now, Nov. 9, 1925, After due consideration, a divorce is decreed as prayed, and at cost of respondent. Per Curiam.

Decree: And now, to wit Nov. 9, 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 Gladys M. Irwin be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Gladys M. Irwin, the libellant and the said Rollin K. Irwin 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

X

O. Blair Kent

7.0

Feby 15 1926 Rec'd of Shff by atty Twenty two and 80/100 dollars Shff & Pros costs

V. L. Greeley Pro

Feb. 15 1926

Received $9.85 my costs from Pro. Greeley

H B Cutshall Sheriff

Sophine D. Weber

vs.

Forest O. Weber

Issued Aug. 3, 1925

	#
Tax & writ	3.00
Shff. Cutshall	1.85
Shff. Cutshall-alias	1.85
Shff. Cutshall proc	6.25
Master	25.00
Pro Greeley	9.85
atty	3.00

Subpoena in Divorce

And now Aug. 3, 1925 subpoena awarded, Returnable first Monday of Sept. next.

Signed Thos. J. Grather P.J.

Subpoena returned Sept. 7, 1925. The within named Forest O. Weber not found in my bailiwick. So answers,

H B Cutshall, Sheriff.

Sept. 9, 1925. Alias subpoena in divorce issued, returnable to first Monday of Nov. next.

Alias subpoena rec'd Nov. 2, 1925. The within named Forest O. Weber not found in my bailiwick. So ans. H B. Cutshall, Shff.

Nov. 5, 1925 Order for proclamation issued returnable to first Monday of Dec next.

And now, Dec. 7, 1925, 9, 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 Tribune Republican, a newspaper printed within my bailiwick, for four weeks successively prior to return day thereof, as per copy of said proclamation and proof of proclamation hereto attached. So answers.

H. B. Cutshall, Sheriff

And now Dec 21, 1926, Fred L. Boland is hereby appointed master in the said stated case. (No paper filed) Comm. issued

Thomas J. Prather

President Judge.

Jan 23 1926 Testimony and report of Master filed.

On Argument List for Feb. Term, 1926, No. 15.

Now, March 12, 1926, after due consideration, a divorce is decreed as prayed, and at the cost of respondent. Per Curiam.

Decree: And now, to wit, March 12, 1926, 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 Sophine D. Weber be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Sophine D. Weber, the libellant, and the said Forest O Weber, 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, 1925

O. Blare Kent
vs.
Lottie A. Denison

Lottie A. Denison
vs.
Kenneth L. Denison
Issued Aug. 3, 1925

	#	
Jay + writ		3.00
Shff. Cutshall		1.85
Shff. Cutshall-alias		1.85
Shff. Cutshall-pros.		6.25
Pro. Greeley		9.85
Master	paid	75.00
Atty		3.00
		50.80

Subpoena in Divorce and for custody of Gerald F. and Morton L., minor children of the parties.

And now, Aug. 3, 1925 subpoena awarded, Returnable to first Monday of Sept. next. (Signed) Thos. J. Prather, P.J.

Subpoena returned Sept. 7, 1925. The within named Kenneth L. Denison not found in my bailiwick.

So answers H. B. Cutshall, Shff.

Sept. 9, 1925. Alias subpoena in divorce issued, returnable to first Monday of November next.

Alias Sub. retd Nov. 2, 1925. The within named Kenneth L. Denison not found in my bailiwick. So answers

H. B. Cutshall, Shff.

Nov. 5, 1925. Order for proclamation issued returnable first Monday of Dec. next.

And now, Dec. 7, 1925, 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 "Tribune Republican" a newspaper printed within my bailiwick, for four weeks successively prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached.

So Answers H. B. Cutshall, Sheriff.

And now Dec. 21, 1925, J. W. Smith, Esq. is hereby appointed master in the said stated case. (See paper filed) Comm. issued.

Thomas J. Prather
President Judge.

Jan. 20, 1926 Testimony and Report of Master filed.

On Argument List for Feb. Term, 1926, No. 16.

Now, March 12, 1926, after due consideration, a divorce is decreed as prayed, and at cost of respondent, and the custody of the children, Gerald and Morton, is awarded to libellant. Per Curiam

Decree: And now, to wit, March 12, A.D. 1926, this cause came on to be heard on libel subpoena, subsequent proceedings and evidence therein duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed That the said Lottie A. Denison be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Lottie A. Denison the libellant, and the said Kenneth L. Denison, 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.

Cont'd on margin.

Feby 15 1926 Rec'd of Peff by atty Twenty Two and 80/100 dollars Shff + Pros costs
V. L. Greeley Pro

Feb. 15 1925
Received from Pro Greeley 9.85 my costs
H. B. Cutshall, Sheriff

-Costs from below.-
And it is further ordered that the custody of the children, Gerald F. Denison and Morton L. Denison, be and the same is hereby awarded to the said libellant, Lottie A. Denison. Per Curiam. (See paper filed)

For further order regarding custody of children see Habeas Corpus proceeding No. 17 Nov. Tr. 1929.

SEPTEMBER TERM, 1925

O. Blare Kent ✓
72

Nov 18 1925- Rec'd of Pelf by atty Eighteen and 50/100 Dollars Shff & Prothy costs
V. L. Greeley Pro

Nov 18-1925- Rec'd of Jas Greeley Seventy 80/100 Dollars My Costs
O.K.P. H.B. Cutshall Sheriff

May 26, 1926, Recd from Elmer A. Flaugh, resp. $48.50, being costs of suit $46.50 and certified copy of decree $2.00
V. L. Greeley, Pro.

June 9th 1926 Received from V. L. Greeley, Pro. $40.00 the above costs &c.
O. Blare Kent Pelfs. Atty.

Ethel M. Flaugh
vs.
Elmer A. Flaugh ✓
Issued Aug. 3, 1925

	#
Jay & writ	3.00
Shff Cutshall	7.65
~~Shff Cutshall Alias~~	
J.E. Bossard, Master Pd	25.00
Pro Greeley	7.85
atty	3.00
	$46.50

Subpoena in Divorce
And now, Aug. 3, 1925 subpoena awarded, Returnable to first Monday of Sept. next
(Signed) Thos. J. Prather, P.J.

Subpoena, rturned: Served the within subpoena in divorce on the Respondent personally on the 19th day of August 1925, 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. 14, 1925 Jeff. E. Bossard Esq., is appointed Master in above case.
By Hon. Thos J. Prather, P.J.
(See paper filed) Com. issued.

Nov 12 1925- Testimony on part of Libellant and Report of Master filed.

On Argument List for Nov. Term, 1925, No. 19.

Now Dec. 28, 1925 after due consideration a divorce is decreed as prayed at respondent's cost. Per Curiam.

Decree And now, to-wit: Dec 28, 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 Ethel M. Flaugh be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Ethel M. Flaugh, the libellant, and the said Elmer A. Flaugh 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

John Schuler

73

Petition of Thomas M Fountaine

For

Satisfaction of mtge given by A. H. Sheppard and Rebecca A. Sheppard, his wife, to Thomas Roddy, Trustee, recorded in Mortgage Book W. No. 2, page 558.

Entered Aug. 3, 1925.

Geo. Greeley (Gettysburg) 5.00
Shff. Satchall (Got to Shff) 2.40

Aug. 3, 1925 Petition presented in open Court and filed.

Order of Court: And now, August 3d, 1925, On presentation of the foregoing petition in open Court, upon consideration thereof it is ordered that the Sheriff of Crawford County serve notice upon Thomas Roddy or his legal representatives or assigns, and upon any other holder or holders of the mortgage described in this petition, if they or any of them can be found in this county, and if said parties are unknown and cannot be found, that he shall give public notice by advertisement of the facts set forth in this petition once a week for four successive weeks, in one newspaper of general circulation published in Crawford County, requiring the parties interested to appear in this Court on the Second Monday of September next to answer said petition, and to show cause why satisfaction should not be entered on the record of the mortgage therein described by the Recorder of said county, as prayed for in said petition. Per Curiam. (See petition).

Aug. 3, 1925, Order issued to Sheriff.

Order returned: Served the within order on Walter J. McClintock, Attorney, Executor of Emeline L. Roddy, who was Executor of Thomas Roddy, deceased, on August 4, 1925, by handing him a true and attested copy of the within order, and making contents of same known to him. So answers H. G. Satchall, Shff.

Decree: And now, Sept. 14, 1925, the Sheriff of this county having made return to the order of Court heretofore made and to him directed in this case, That he served the within order on Walter J. McClintock, attorney, Executor of Emeline Roddy, deceased, who was Executor of Thomas Roddy, deceased, on the 4th day of August, 1925, by handing him a true and attested copy of the within order and making contents of same known to him, as appears by the Sheriff's return on file in this case, which return is deemed sufficient by the Court, and it further appearing to the Court that no answer to the petition has been filed, or cause shown why satisfaction of the mortgage described in the petition should not be entered, according to the prayer of the petition, and that the time for filing such answer and showing cause has elapsed, and the Court being satisfied of the truth of the allegations of the petition, it is now ordered, adjudged and decreed that the prayer of the petition be granted, and that satisfaction shall be entered by the Recorder of Deeds of this county on the record of said mortgage given by A. H. Sheppard and Rebecca A. Sheppard, his wife, to Thomas Roddy, Trustee, dated

Continued on on margin

Dec. 29, 1894, and recorded in Mortgage Book W. No. 2 page 558, in payment of costs relative to the entry of satisfaction of said mortgage, or any proceedings thereon, and upon presentation of a certified copy of this decree to said Recorder, to be filed by him of record:

And it is further ordered, adjudged and decreed that the satisfaction so entered shall forever thereafter discharge, release and defeat the mortgage, and shall likewise bar any and all actions brought or to be brought thereon as fully and effectually to all intents and purposes, as if satisfaction of said mortgage had been entered by the legal holder or holders of the said mortgage.

Per Curiam.

(See paper filed)

Sept. 14, 1925, Certified copy of decree issued.

Leland J. Culbertson
Stuart A. Culbertson
74

Petition of J. M. Kinnear for satisfaction of an old mortgage given by Ella Glenn and Arthur Glenn, her husband to George Haskins, recorded in Mortgage Book M. No. 2, page 202. Entered Aug. 3, 1925.

Pro. Greeley (paid Sep 25, 1925) 5.00
Shff. Gutshall 5.75

Aug. 3, 1925 Petition presented in open court and filed.

And now, August 3, 1925, upon consideration of the foregoing petition and affidavits and on motion of Attorneys for petitioner it is ordered that the Sheriff of Crawford County serve a notice upon George Haskins, or upon the legal representatives of the said George Haskins, and upon the known holder or holders of the mortgage described in the said petition, if they or any of them can be found in the same county and have known residence and if said parties are unknown and cannot be found, that he shall give public notice by advertisement of the facts set forth in the within petition, once a week for four successive weeks, after the presentation of this petition, in the Tribune Republican or the Bonneau Lake Breeze, newspublished in the County of Crawford, commanding the said parties to appear before the said Court on the 14th day of Sept 1925, to show cause why the proper decree should not be granted and satisfaction of the said mortgage should not be entered on the record thereof as within prayed.

(See paper filed) Per Curiam.

Aug. 3, 1925 Order issued to Sheriff.

~~Sheriff's return: Served the within Order on Walter J. McClintock, Attorney, Executor of Emeline B. Roddy, who was Executor of Rhonda Roddy, deceased, on August 4, 1925, by handing him a true and attested copy of the within order, and making contents of same known to him. So answers H.B. Gutshall, Shff.~~

Sept. 23, 1925 Order returned by order of petitioner's Atty the proceeding having been withdrawn.

So answers

H.B. Gutshall, Sheriff.

Now Sept. 23rd 1925. the above case is hereby discontinued.
Plaintiff's Attorney for Plaintiff

SEPTEMBER TERM, 1925

J. A. Northam
75

Sept 16 1925 - Rec'd of Peff by atty Eleven and 90/100 Dollars Sheriff & Penalty costs
V. L. Gourley Pro

Sept 16 - 1925 Rec'd of Pro Gourley Four 57/100 Dollars Imp Costs
H B Entshall
Sheriff
O.K.P

Lora J. Philips
vs
Taylor L. Philips
Issued Aug. 4, 1925.

	#
Taxbystr (Atty fd)	3.00
Shff. Entshall	4.15
Master's Ck. (Paid)	25.00
Pro. Speeley	7.75
Atty.	3.00

Subpoena in Divorce
And now, August 3, 1925, subpoena awarded. Returnable to the first Monday of September next.
(Signed) Thos. J. Brother, P.J.

Subpoena retd: Served the within subpoena in divorce on the respondent personally on the 7th day of August 1925 by delivering to him a true and attested copy of same, and making known to him the contents thereof, as appears from affidavit as above. So answers
H. B. Entshall, Sheriff

And now, Sept. 8, 1925 - Fred C. Riebolt, Esq., is appointed Master in this case. By Hon. Thos. J. Brother, P. J.
(See paper filed) Com. issued.

Sept. 18, 1925 Testimony and report of Master filed.

On Argument List for Sept. Term, 1925, No. 31.

Now, Nov. 9, 1925, After due consideration, a divorce is decreed as prayed, and at cost of respondent. Per Curiam.

Decree. And now, to wit Nov. 9, 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 Lora J. Philips be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Lora J. Philips the libellant and the said Taylor L. Philips 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, 1925

Arthur L. Bates 76 John A. Mosthaf Thomas & Thomas Sept. 7, 1925.	W. L. Adsit vs M. L. Smith Issued Aug. 6, 1925. Dep. & writ (atty pd) 2.00 Shff. Butchall 5.80 1.25 1.00	Summons in Assumpsit, Returnable to first Monday of Sept. next Aug. 6, 1925. Statement of claim filed, and copy certified to Sheriff. Writ rets: Served the within summons together with plaintiffs statement of claim, on the within named M. L. Smith, by handing a true and attested copy of each to an adult member of his family, namely, D. W. Smith, his father, and making known to him the contents thereof on Aug. 10, 1925 So answers H. B. Butchall, Sheriff Sept. 7, 1925. Affidavit of defense filed. Sept. 14, 1925. Pltffs. replication filed On Trial List for 1st Monday of Jan. 1926 10-18

This case having this 15th day of December, 1925, been settled in full it is hereby ordered discontinued

W. L. Adsit

Otto Kohler Atty for E. H. Henderson, Executor 4/17/29 77

John J. Henderson
vs.
Geraldine Harrison Quirk and T. J. Quirk
Entered Aug. 8, 1925
Pro. Greeley (paid by) $ 2.25

Of No. 150 November Term, 1929
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 for the sum of Ten hundred and thirty and 88/100 Dollars, being the amount of debt, interest and costs now due on the original judgment with all the waivers and conditions contained in the original judgment note. Dated Aug. 1, 1925

Debt	$ 1030.88
Atty's Com. included	37.00
Int. from Aug. 1, 1925	

2. Pp. 140 & 198 Judgment
V. L. Greeley, Prothy

Now, April 17, 1929 comes Otto Kohler and suggests the death of John J. Henderson plaintiff and adds the name of E. H. Henderson Executor.
Otto Kohler Atty

Fi Fa no 87 May Term 1929

SEPTEMBER TERM, 1925

78

John J. Henderson
vs.
Mrs. T. J. Zuidr and
T. J. Zuidr
Entered Aug. 8, 1925
Geo. Greeley (Atty for pltf) # 2.25

Of No. 178 September Term, 1920
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 Thirteen hundred and forty-four 50/100 Dollars, being the amount of debt, interest and costs now due on the original judgment.

Dated Aug. 1, 1925

Debt # 1344.50
Attys Com included, 50.00
Int. from Aug. 1, 1925.

2 pp. 140 & 168

Judgment.
V. L. Greeley, Prothy

79 John J. Henderson
vs
Geraldine Quirk and
J. J. Quirk
Entered Aug. 8, 1925
Pro. Greeley (Beff. Pd) # 225

Of No. 272 September Term, 1920
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 Six Hundred and seventy 50/100 Dollars, being the amount of debt, interest and costs now due on the original judgment. Dated Aug. 1, 1925

Debt	$ 670.50
Attys. Com. included	25.00
Int. from Aug. 1, 1925.	

2. pp. 140 & 198 Judgment.
V. Greeley, Prothy.

SEPTEMBER TERM, 1925

Otto Kohler 80	Penn Storage Battery Co. vs. E. J. Schlaudecker, trading as Schlaudecker Radio Shop. Issued Aug. 10, 1925 Tax & writ pd by Atty $2.00 Shff. Cuttshall 3.50 Crs Speeley 2.50 Atty 3.00	Summons in Assumpsit, Returnable to first Monday of September, 1925 Aug. 10, 1925 Statement of claim and affidavit that claim exceeds $300, filed. Copy of same certified to Sheriff. Writ pd. Served the within summons, together with plaintiffs statement of claim on the within named E. J. Schlaudecker on August 10, 1925, by handing to him a true and attested copy of each, and making known to him the contents thereof. So answers, H. B. Cuttshall, Sheriff. And now, October 19, 1925, Upon praecipe of plaintiffs attorney, judgment is entered in favor of plaintiff and against E. J. Schlaudecker, trading as Schlaudecker Radio Shop, defendant, for default of an affidavit of defense, and liquidates the same at the sum of Three hundred fifty-one and 8/100 Dollars, with costs of suit. (See paper filed) Debt $351.08 Interest from June Oct. 19, 1925 Judgment V. L. Speeley, Prothy. Sc. fa. 203; Term p. 157. Fi. Fa. to No. 68 Nov. Term, 1925

Otto Kohler
81

Sept 25 1925 Recd of Piff by atty Thirty Six and 40/100 Dollars Shff, Master and Prothy costs
U. L. Greeley Prothy.

Sept. 25 1925
Received from Pro Greeley $36 my costs
H B Smithshall Shff

Sept. 28, 1925
Rec'd from Pro. Greeley $25.00 my costs.
C. L. Kebb

Ruth Crannell
vs.
Donald E. Crannell
Issued Aug. 10, 1925

	8-15-25 #	
Tax writ paid		3.00
Shff. Smithshall		3.65
Master-C.W.		25.00
Pro. Greeley		7.75
Atty		3.00

Subpoena in Divorce and for the custody of William Crannell infant son of the parties.

And now, August 10, 1925 subpoena awarded, Returnable to Second Monday of September, 1925.
(Signed) Thos. J. Grather, P.J.

Subpoena returned. Served the within Subpoena in Divorce on the Respondent personally this 13th day of Aug. 1925 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. Smithshall, Sheriff.

And now, Sept. 15, 1925 Curtis L. Kebb, Esq., is hereby appointed Master to take testimony and make report thereon. (Signed) Thos. J. Grather, P.J.
(See paper filed) Com. issued.

Sept 16 1925 Testimony and Report of Master filed.

On Argument List for Sept. Term, 1925, No. 32.

Now, Nov. 9, 1925. After due consideration, a divorce is decreed as prayed, and at cost of respondent. And the custody of the child, William Crannell, is awarded to libellant.
Per Curiam.

Decree: And now, to wit Nov. 9, 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 Ruth Crannell be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her the said Ruth Crannell the libellant, and the said Donald E. Crannell the respondent.

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

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

And it is further ordered that the custody of the child, William Crannell be and the same is hereby awarded to the libellant, Ruth Crannell.
Per Curiam
(See paper filed)

SEPTEMBER TERM, 1925

Walter J. McClintock 82	James et Mary Mac-Fayden, use of ✓ George F. Tower vs ✓ Nick Jurek and ✓ Magaje Jurek Entered Aug. 10, 1925 Pro. Greeley (Deft. paid) 2.25 Atty 3.00	Of No. 305 May Term, 1920 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 Four hundred Dollars, being the amount of debt, interest and costs now due on the original judgment. Dated, Aug. 10, 1925 Debt $400.00 Int. from Aug. 10, 1925 T. fp. 100-100. Judgment V. L. Greeley, Prothy. Aug. 10, 1925 Statement of credits and computation filed, showing actual amount of judgment to be $371.05, which includes $20.00 attorney commission. Fi. Fa. to No. 10 Nov. Term, 1925

J. A. Boland
F. C. Boland
83

Titusville Trust Company, Trustee,
vs.
Penn-Illinois Oil & Gas Company
Issued Aug. 11, 1925

Tax & writ (Attys pd) #	2.50
Rec. Hood	.50
Shff. Gutshall	5.30
Pro. S. Extra descriptions	1.50
Pro. Greeley	2.50
Atty	3.00
9-23-25	15.30
Exemp. of record atty paid	6.75

Scire Facias sur Mortgage, recorded in Warren County, Pa., in Mortgage Book 62, page 272, and in Crawford County in Mortgage Book 132, page 529. Returnable to First Monday of September, 1925.
Aug. 11, 1925 Certs. of issuing Sci. Fa. issued to Recorders of both Crawford and Warren Counties.
Aug. 11, 1925. Affidavit of ownership, suggestion and affidavit as to default in payment of interest coupons, etc., filed.
Writ returned:-
(a) Aug. 14, 1925, I hereby deputize the Sheriff of Erie County, Pa., to serve the within Sci. Fa. sur Mortgage.
H. B. Gutshall, Sheriff.
(b) Served Penn-Illinois Oil & Gas Company, the within named defendant, by giving to G. L. Moore, President, at 1111 State Street, Erie, Pa., on August 18, 1925, a true and attested copy of the within Sci. Fa. sur Mortgage, and making known to him the contents of the same. So answers Julius Franz, Deputy Sheriff.
(c) And now, Aug. 24, 1925, writ returned Served, as per attached return of the Sheriff of Erie Co., Pa. So answers H. B. Gutshall, Shff.
And now, to wit, Sept. 14, 1925, Upon motion of plaintiffs Attorneys, judgment is entered in favor of plaintiff and against defendant, in the above case, for want of an appearance, and for want of an affidavit of defense; and same liquidated at the sum of Forty-one Thousand Two hundred fifty-three Dollars and forty-one cents, with costs. (See paper filed)

Debt # 41,253.41
Int. from Sept. 14, 1925
Judgment
W. L. Greeley, Prothy.

Corp. page 157.

Lev. Fac. to No. 41 Nov. Term, 1925.

SEPTEMBER TERM, 1925

Arthur R. Thompson vs 84	Treva B. Franz vs William A. Franz Issued Aug. 13, 1925 Tax + writ 11-18-25 # paid 3.00 Shff. Butshall 1.85	Subpoena in Divorce and for custody of minor children, - William S Franz, Theodore E. Franz and John P. Franz. And now, Aug. 13, 1925 Subpoena awarded, Returnable to Second Monday of Sept. next. (Signed) Thos. J. Brother, P.J. Subpoena returned Sept. 14, 1925: The within named William H. Franz not found in my bailiwick. So answers H Butshall, Shff.

Thomas & Thomas 85	Robert Landman, now for use of Albion Milling Company vs. F W Beery Entered Aug. 13, 1925 Pro. Greeley Dft. pd $ 2.25 Atty 3.00	Of No. 301 May Term, 1920 Amicable Scire Facias sur Judgment. It is agreed That the Prothonotary of said court enter an Amicable Scire Facias upon the above judgment with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said county, and duly so returned, and that a judgment be entered thereon in favor of the plaintiff and against the defendant with all the waivers and conditions contained in the original judgment note, for the sum of Four Hundred three & 75/100 Dollars, being the amount of debt and costs now due on the original judgment. Note by Prothy: The "costs" included are $3.75, but the original costs are only $1.50; hence, judgt. is entered for: $ Debt 401.50 Int. from Aug. 10, 1925 Be it. 166. Judgment D. L. Greeley, Pro.

Leland J. Culbertson
Stuart A. Culbertson

86

Oct. 15, 1925
Received my Costs $3.50
from dept
W B Critchfield
Sheriff

Jacob Hock and
Magdalena Hock,
his wife,

vs.

A. M. Simmons

Entered Aug. 13, 1925 #

Jay + Pro. (pd See Exp Doc) 3.50
Atty Aug 13 1925 pd 3.00

Amicable Action of Ejectment for lot 250 ft on Glenn Street by 80 feet on Vernon Street, in Vernon Township, with a frame house erected thereon

Aug. 13, 1925, Amicable Action, confession of judgment, copy of agreement and affidavit as to default, filed.

"By virtue of the power of attorney contained in the ejectment clause in an agreement for the sale of land, of which I certify the attached and foregoing is a true copy, I enter an appearance in the Court of Common Pleas of Crawford County, Penna. for the above named A. M. Simmons, and confess judgment against him and in favor of Jacob Hock and Magdalena Hock for the premises described in the foregoing copy of agreement for the sale of land, and for costs; waiving all stay and exemption laws."

(Signed) Leland J. Culbertson
Stuart A. Culbertson
Plaintiffs Attorneys.

Fi. page 203.

Judgment
V.L. Greeley, Prothy.

Hab. Fac. Poss. with clause of Fi. Fa. to No. 64 Sep. Term, 1925.

Nov. Oct. 15-1925. this case settled + action discontinued
Leland J. Culbertson Atty for Plff

Curtis L. Webb

87

Dec 10 1925
Received from C.L. Webb
Fifty $ 4 3rd my costs
H B Cutshall Shff

E.O. Sweeney, Admr. of the estate of Mary J. Kearney, deceased,
vs
Israel Janenbaum, mortgagor and
Solemon Emerman
Entered Aug. 15, 1925

		#
Tax writ (atty pd)		2.50
Rec. Hood 12-10-25		.50
Shff. Cutshall		4.56
Pro's paid 12-10-25		1.00
atty		3.00
		11.56

Sci Fa sur Mortgage recorded in Mortgage Book No. 120 page 100
Returnable to second Monday of Sept. next.
Aug. 15, 1925 Affidavit as to ownership of land, filed.
Writ prtd. Served the within Sci. Fa. sur Mortgage on the within Israel Janenbaum and Solomon Emerman by sending to each of them a true and attested copy of the within writ, by registered letter on Aug. 26, 1925. Return receipt for same is hereto attached. So answers
H. B. Cutshall, Shff.

And now Dec 10, 1925 this mortgage debt interest and costs having been paid and the mortgage satisfied of record I hereby discontinue this proceeding.
Curtis L. Webb
Atty for Plff.

SEPTEMBER TERM, 1925

Albert L. Thomas, Fred'k Kiebort 88 Otto Kohler Aug. 29, 1925. for Keystone View Company Garnishee.	Elias Drake and Clarence Drake, partners doing business as F. A. Drake's Sons, vs. Magnus Anderson Issued Aug. 17, 1925 # Jay & writ (plff. pd) 3.00 Shff. Kutshall 4.60	Foreign Attachment in Assumpsit Returnable to Second Monday of September next. To attach all the goods, chattels, lands, property, rights and credits, of the defendant, and all moneys due him, in whose hands soever they may be, and especially attach all moneys due the defendant and in the hands of the Keystone View Company, and summon such persons firms or corporations as garnishees. Aug. 17, 1925. Affidavit of cause of action filed. Writ returned: Served the within Foreign Attachment on the Keystone View Company, of Meadville, Pa., by handing to L. E. Brandall, General Manager of said company, in the presence of A. L. Knapp and Mrs. Leona Richmond, by handing to him a true and attested copy of the within writ, and writ, and making contents of same known to him on Aug. 20, 1925. Nihil habet as to Magnus Anderson. So answers H. B. Kutshall, Sheriff.

SEPTEMBER TERM, 1925

Charles B Stegner

89

Reliable Home Furnishing Company

vs.

Simon Wilbert, Arthur McDonald, landlord, and M B Ashley, Constable.

Issued Aug. 17, 1925.

Tax & writ (Atty Fee)	$ 3.00
Shff. Gutshall (Mail to Shff.)	12.00

Replevin for the following goods:

1-	414 Mah 3 pc Davenport suite	$ 95.00
1-	1341/8590 Chaise Lounge	32.50
1-	5630 B 4/6 Bed Accs	37.50
1-	4014 4/6 Spring	9.89
1-	60 GO Dresser	39.75
1-	405 6/45 GO Table	39.75
1-	Kitchen Table	3.50
1-	535 Mah Center Table	3.00
6-	184 GO. Sp. Dining Chairs	26.69
6-	400 A GO Kitchen Chairs	10.50
1-	452½ GO Sewing Rocker	3.25
1-	1816 100 pc Set Dishes	32.89
1-	734 E. GO. Refrigerator	44.25
1-	1503 M. Nat Plate	7.25
1-	5 Prize Oven	3.49
1-	5800 6x9 Grass Rug Accs	5.98
1-	5080 9x12 Ax Rug	79.75
1-	Davenport Pad	9.50
1-	Pr F 40 Pillows	7.75
1-	32 GO. Buffet	69.75
1-	Pr. F 20 Pillows	6.25
	Value of Goods	635.94
	Balance due on account of same,	158.19

Returnable First Monday of Sept. 1925

Aug. 17, 1925. Affidavit as to value of goods sought to be replevied filed.

Aug. 17, 1925, Plffs. bond in penal sum of $1270.00 approved & filed.

Writ returned: Served the within writ on the within named Arthur McDonald, landlord, and M B Ashley, Constable, on Aug. 18, 1925, at 11:40 A. M., by handing to each of them a true and attested copy of the writ, and making known to them the contents thereof. The defendants failing to file bond with the Sheriff in due time, the property was delivered to the plaintiff. So answers,

H.B. Gutshall, Sheriff

SEPTEMBER TERM, 1925

J. Berry Eckles
90

Feby 10 1926 Rec'd of Pff by atty nineteen and 80/100 dollars
V. L. Gruley Pro

Feb. 10. Received from Pro Gruley $9.85 in my costs
H. B. Cutshall

Nellie Calhoun
vs.
Harvey R. Calhoun
Issued Aug. 20, 1925

Tax twice (Atty fd)		3.00
Shff. Cutshall		1.85
Shff. Cutshall-alias		1.85
Shff. Cutshall-proc.		6.25
J. A. Northam, Master Pd		25.00
Pro Gruley mge		9.85
atty		3.00

Subpoena in Divorce
And now, Aug. 20, 1925, subpoena awarded, Returnable to first Monday of October next.
(Signed) Thos. J. Prather, P. J.
Subpoena returned Oct. 5, 1925. The within named Harvey R. Calhoun not found in my bailiwick.
So answers H. B. Cutshall, Sheriff.
Oct. 14, 1925. Alias subpoena in divorce issued returnable to first Monday of Dec. next.
And now Dec 7, 1925, alias Subpoena in Divorce returned, the within named Harvey R. Calhoun not found in my bailiwick.
So Answers H. B. Cutshall, Sheriff.
Dec 12, 1925. Order for Proclamation issued, returnable to First monday in February, next.

And now, February 1, 1926. 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
also; Chas. H. Jones, Shff.

And now, Feb. 4, 1926, J. A. Northam, Esq., is appointed Master to take testimony in above entitled case and report to the Court.
(See paper filed) Com. issued. By Hon. Thos. J. Prather, P. J.
Feby 11 1926 Testimony and Report of Master filed.
On Argument List for Feb. Term, 1926, No. 107.
Now, March 12, 1926, after due consideration a divorce is decreed as prayed, and at the cost of respondent. Per Curiam.
Decree: And now, March 12, A.D. 1926, this cause came on to be heard on libel, subpoena, subsequent proceedings and evidence therein duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed that the said Nellie Calhoun be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Nellie Calhoun, the libellant, and the said Harvey R. Calhoun 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, 1925

Otto Kohler 91	The Winchester-Simmons Co. vs. E. J. Thomas Issued Aug. 20, 1925 Tax $ wrt (Atty pd) 2.00 Shff. Butshall 7.80	Summons in Assumpsit Returnable to First Monday of Sept. next. Aug. 20, 1925 Plaintiffs statement filed, and copy certified to Sheriff. Writ returned: Served the within summons, together with plaintiffs statement of claim, on the within named E. J. Thomas, by handing a true and attested copy of each to an adult member of his family, namely Ocela Thomas, his wife, on Aug. 21, 1925, and making contents of same known to her. So answers H. B. Butshall, Shff.

SEPTEMBER TERM, 1925

J. E. Henretta
92

Mrs Hattie Adams
vs
William E. Adams
Issued Aug. 24, 1925

	#
Tax & writ (pd by Atty)	3.00
Shff. Butshall	1.85
Shff. Butshall-alias	1.85
Shff. Butshall-1 noe.	6.25
to C. L. Webb, Master	25.00
Pro Greulegung & atty	9.85 3.00

Subpoena in Divorce
And now, Aug. 24, 1925, Subpoena awarded Returnable to first Monday of October next
(Signed) Thos. J. Prather, P.J.

Subpoena returned Oct. 5, 1925. The within William E. Adams not found in my bailiwick. So answers
H. B. Butshall, Sheriff.

Oct. 5, 1925, Alias subpoena in divorce issued, returnable to the second Monday of November next.

Alias Subpoena returned Nov. 9, 1925: the within named William E. Adams not found in my bailiwick.
So answers H. B. Butshall, Sheriff.

Nov. 9, 1925, Order for proclamation issued, returnable to first Monday of Jany next.

Feby 18 1926 Rec'd of Plff by atty Best Nineteen and 80/100 Dollars Shff & Prothgs. costs
V. E. Greely Pro

Feb. 18. 1926. Receive from Pro Greely $9.85 for my costs
H. B. Kautshall Sheriff

And now, Jany 4, 1926 I have made proclamation in the above entitled case according to law, and caused the same to be published in the Uochiranton 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. Butshall Shff.

And now, Feb. 1, 1926, Curtis L. Webb, Esq, is appointed Master (See paper filed) Com. issued. By Hon. Thos. J. Prather, P.J.

Feby 5 1926 Testimony and Report of Master filed.

On Argument List for Feb. Term, 1926, No. 18.

Now, March 12, 1926, After due consideration, a divorce is decreed as prayed and at the costs of respondent. Per Curiam.

Decree: And now, to wit, March 12, A.D. 1926, 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 Mrs. Hattie Adams be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Hattie Adams, the libellant and the said William E. Adams, 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, 1925

Leland J. Culbertson
Stuart H. Culbertson

93

D. G. Eddy Company, Inc., use of Universal Finance Co.

vs.

Walter A. Smith and
W. A. Smith, Defts. and
Merchants National Bank of Meadville, Ga., Garnishee

Issued Aug. 24. 1925.

Tax & writ (Atty's fee) 2.75
Shff. Cutshall 4.50

Of No. 35 May Term, 1925
Attachment Execution, Returnable to Second Monday of September next.

To attach all and singular the goods and chattels, rights and credits, money and property of the defts. in whose hands the same may be and especially in the hands of the Merchants National Bank of Meadville, Ga. and summon them as garnishee.

Aug. 29, 1925. Writ returned served on Garnishee on Aug. 25, 1925, - and on Deft. W. A. Smith on Aug. 26, 1925.
Nihil habet as to Walter A. Smith.
So answers A. B. Cutshall, Sheriff
(See return at length on writ.)

Aug 28 1925 - The above case settled

Universal Finance Co
by Walter N. Elrod Authorized agent

SEPTEMBER TERM, 1925

94

Charles S. Major
vs.
W. E. Burlingame,
alias W. E. Rogers
Entered Aug. 24, 1925

Gro. Greeley (paid by Pltff) $2.25

Of No. 154 Sept. Term, 1920
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 W. E. Burlingame 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 W. E. Burlingame, with all the waivers and conditions contained in the original judgment, for the sum of Two hundred thirty-six and 50/100 Dollars, being the amount of debt, interest, and costs, now due on the original judgment.

Dated Aug. 20, 1925

(Signed) W. E. Burlingame. (Seal)
formerly W. E. Rogers.
Charles S. Major (Seal)

Debt $236.50
Int. from Aug. 20, 1925
Bk. 165, R. p. 187. Judgment.

V. L. Greeley, Gro.

Aug 18, 1930, Received satisfaction in full of the above judgment, debt, interest & costs, and Prothy will mark same and original entries satisfied
Charles S. Major

Donald Fuller Smith 95	Petition of Flora A. Harmon and Katherine Lomas for appointment of a Guardian of James Maynard of Oil Creek Township, a weak-minded person. Entered Aug. 26, 1925 Pro. Greeley (paid) # 5.00 M.B. Ashley on Notice 4.90	Aug. 26, 1925 Petition presented to Hon. Thos. J. Grather, P.J. and filed. M.p. 106. And now, August 26, 1925, upon presentation of the within petition, Wednesday, September 9, 1925, at 11 o'clock A.M. is fixed for the hearing of this application; ten days written notice thereof to be given to James Maynard, to Phylena Maynard and to Ira Maynard. By Hon. Thos. J. Grather, P.J. Sept. 9, 1925. Proof of notice of hearing upon James Maynard and Phylena Maynard, and affidavit as to mailing notice to last known address of Ira Maynard filed. Sept. 9, 1925, Hearing upon petition had in open Court. And now, September 9, 1925, due and legal notice of the hearing of the above stated petition being given the said James Maynard and after consideration of the testimony in the above entitled case, the said James Maynard appearing in person at the said hearing, the Court finds that the said respondent, James Maynard, by reason of weakness of mind, is unable to take care of his property and liable to become the victim of designing persons. Luke L. Shreve of Sparta Township in said County, is hereby appointed Guardian to take care of the property of the said James Maynard, the said Luke L. Shreve to enter security, by bond, in the sum of Two thousand five hundred Dollars. #2500.00. (See paper filed) Per Curiam. Sept. 21, 1925. Bond of Luke L. Shreve, Guardian, with Mrs Flora A. Harmon, as Surety, in the sum of #2500.00, approved by Hon. Thos. J. Grather, P.J., and filed Sep. 23, 1925.

SEPTEMBER TERM, 1925

Donald Fuller Smith 96	Petition of Flora A. Harmon and Katheryn Lomas for appointment of a Guardian of Phylena Maynard of Oil Creek Township as a person of weak mind. Entered Aug. 26, 1925 Pro. Greeley (paid) # 5.00 M.B. Ashley on notice ---	Aug. 26, 1925 Petition presented to Hon. Thos J. Grather, P.J., and filed. M. page 28. And now, August 26, 1925 upon presentation of the within petition, Wednesday, Sept. 9, 1925, at 11 o'clock A.M. is fixed for the hearing of this application; ten days written notice thereof to be given said Phylena Maynard, to James Maynard, and to Ira Maynard. By Hon. Thos. J. Grather, P.J. Sept. 9, 1925, Proof of service of notice of hearing upon Phylena Maynard and James Maynard and affidavit as to mailing notice to last known address of Ira Maynard,—filed Sept. 9, 1925, Hearing upon petition had in open Court.

97 Arthur L. Bates ✓ C. Victor Johnson Aug 27, 1925	L. E. Blystone ✓ vs D. O. Root Entered Aug. 26, 1925 Tax & entry (Deft. paid) # 1.50 Costs on Trans. 9.40	Appeal by Deft. from Judgment of D. D. Goshorn, J. P.

SEPTEMBER TERM, 1925

98

A.W. Clouse
vs
Viola Bailey
Entered Aug. 26, 1925

Pro. Greeley (Plff. paid) $2.25

(Note: Original costs $1.25 and costs of this revival - $2.25 - are included in judgment)

Of No. 155 May Term, 1917
Amicable Scire Facias on Judgment.

It is agreed That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said county, and duly so returned; and that a judgment be entered thereon, in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Ninety-five and 26/100 Dollars, with interest from May 26, 1925.

Debt $95.26
Int. from May 26, 1925.
Judgment
V.L. Greeley, Pro.

Ba. fi. 153

SEPTEMBER TERM, 1925

W. O. Morrow
99.

Dora Tate
vs.
Stuart D. McBoyd
Ormal Jones.
Issued Aug. 28, 1925

Taxt writ (paid)	$ 2.50
Rec. Hood	.50
Shff. Guthall	9.30
Shff. Guthall-alias	2.60
Pro. Greeley 1-27-26	3.50
Attys	3.00

Scire Facias sur Mortgage recorded in Mortgage Book 118 A page 501.
Returnable to next term.
Aug. 28, 1925, Affidavit as to ownership of real estate filed.
Writ returned: Served the within writ on the within-named Ormal Jones on Sept. 9, 1925, by handing a true and attested copy of the writ to an adult member of his family, namely, Nellie Jones, his wife, and making contents of same known to her. Nihil habet as to Stuart D. McBoy.
So answers A. B. Guthall, Sheriff.
Oct. 6, 1925 Alias Scire Fa. as to Stuart D. McBoy issued, returnable to next term.
Alias writ returned Nov. 9, 1925: Nihil habet as to Stuart D. McBoy.
So answers, A. B. Guthall, Sheriff.

And now, Nov. 23, 1925, On motion in open Court, judgment granted against defendant Ormal Jones, defts. served, for want of an appearance, and against defendant Stuart D. McBoy, on two returns of Nihil habet, for want of an appearance; to be liquidated by Prothonotary. Per curiam. (See paper filed)

Same day, Judgment liquidated at the sum of One thousand four hundred forty-seven Dollars and Seventy-one Cents, with interest from date and costs of suit. (See paper filed)

Debt $ 1447.71
Attys commission included, 62.50
Int. from Nov. 23, 1925.

McB. to. 141; J. to. 91. Judgment
Lev. Fac. to No. 23 Feb. Term, 1926. V. L. Greeley, Pro.

SEPTEMBER TERM, 1925

W. J. Sirdevan ✓
100
Albert L. Thomas ✓
Sept. 1, 1925.

Steve Druskó
vs.
Louis Sokolac
Issued Aug. 29, 1925

	$
Tax + writ (Plff. pd)	2.00
Shff. Butshall	11.40
Pro. Greeley	2.50
Atty	3.00
	18.90

Capias ad Respondendum in Trespass Returnable to next term. Bail required in the sum of $2,000.00.
And now, Aug. 29, 1925, Bail is fixed in the sum of $2000.00.
(Signed) Thos. J. Brother, P.J.
Aug. 29, 1925, Affidavit to hold to bail filed, and copy certified to Sheriff.
Writ returned: Served the within capias on Sept. 1, 1925, the within named Louis Sokolac, defendant, gave bail to the Sheriff, and the bail bond is herewith attached. So answers
H. B. Butshall, Shff.
And now January 3, 1926 On motion in open Court, and it appearing that plff. has failed to file a statement of his claim within fifteen months from the first day of the term to which this action was brought, judgment of non pros. is granted against the plaintiff. Per Curiam. (See paper filed)
D. P. 193.
Judgment
V. L. Greeley, Prothy.

Otto Kohler

101

Nov. 27, 1925, Recd of Pfgg. per Atty #10.35, being Shffs & Pros costs.
D. L. Greeley, Pro.

Issued from Pro Greely 6th my costs Nov. 24 1925
H. B. Cutshall Shff

Brick Company, Incorporated,
vs.
A. E. Wagner and L. A. Wagner
Issued Aug. 29, 1925

Pro. Greeley (Atty fee)	2.25
Shff. Cutshall	3.50
Shff Cutshall-alias	2.60
Pro. Greeley	4.25
Atty	3.00
Original Costs	24.60

Of No. 12, September Term, 1920.
Scire Facias to revive the above stated judgment, Returnable to next term.

Writ returned: Served the within Sci. Fa. to revive judgment on the within named L. A. Wagner, on Sept. 5, 1925, at the office of the City Coal Company, in the City of Meadville, Pa., by handing to him a true and attested copy of the within writ, and making contents of same known to him.
Nihil habet as to A. E. Wagner.
So answers H. B. Cutshall, Shff.
Oct. 27, 1925 Alias Scire Facias issued against A. E. Wagner, returnable to next term.
Alias Writ retd. Nov. 9, 1925: Nihil habet as to A. E. Wagner. So answers H. B. Cutshall, Shff.

And now Nov. 16, 1925 On motion in open Court, judgment granted against defendants for default of an appearance. Per Curiam. (See paper filed)
Nov. 17, 1925 Judgment liquidated at the sum of Two thousand three hundred fifty-seven and 34/100 Dollars, with costs. (See paper filed)

Debt # 2357.34
Int. from Nov. 16, 1925.
Judgment
D. L. Greeley, Prothy.

W. page 187-187.

SEPTEMBER TERM, 1925

Thomas & Thomas

102

The First National Bank of Albion, Pa.
vs.
George Kascsak
Issued Aug. 27, 1925

	#
Pro. Greeley	2.25
Shff. Butshall	2.40
Shff. Butshall - alias	2.60
Pro. Greeley	4.25
Atty	3.00
Original Costs:	
Pltff	1.50
Atty	3.00

Of No. 88 February Term, 1923
Scire Facias to Revive and Continue the Lien of the above Judgment,
Returnable to next term.
Writ returned Sept. 14, 1925: Nihil habet as to George Kascsak - not found in my bailiwick. So answers H.B. Butshall, Shff
Sept. 14, 1925, Alias Sci. Fa. issued, returnable to next term.
Alias writ retd: Nov. 9, 1925, Nihil habet as to George Kascsak So answers
H. B. Butshall, Sheriff.
And now, Nov. 24, 1925, comes the plaintiff by its attorneys, Thomas & Thomas, and enters judgment against the defendant for want of an appearance and for want of an affidavit of defense; and judgment liquidated at the sum of Five hundred fifty-eight and 53/100 Dollars with interest from date and costs (See Rule Doc. 12, page 609)

Debt	$558.53

Int. from Nov. 24, 1925

K. page 134.
Fi. Fa. to No. 24 Feb. Term, 1926.

Judgment
V. L. Greeley, Pro

SEPTEMBER TERM, 1925

Arthur L. Bates
103
Thomas & Thomas
Sept. 8, 1925.

Rec'd of Arthur L Bates
on this writ $ 103 - 325
Chas H Dreyer Sheriff

Elda Hunter
vs
Bessemer & Lake Erie
Railroad Company.
Issued Aug. 31, 1925.

Tax & writ (Atty's pd)	$ 2.00
Shff. Kuhlhall	3.25

Summons in Trespass.
Returnable to next term.
Writ rec'd: Served the summons on the within named Bessemer & Lake Erie Railroad Company, on Sept. 2, 1925, by handing a true and attested copy of the writ to S. P. Detweiler, Chief Clerk of said company, and making known to him the contents thereof.
So answers N. B. Kuhlhall, Shff.

And now, to wit, April 10 1926 this suit settled and discontinued of record; costs paid
Elda Hunter by
Arthur L Bates
her attorney.

Charles B. Steigner
104

Etta C. Harrison
vs.
Frank V. Harrison
Issued Sept. 1, 1925

Tax & writ	$2.00	paid 3.00
Shff. Gutshall		1.85
Shff. Gutshall, alias		1.85
Shff. Gutshall - proc.		6.25
W. J. Sinderson, Master		Paid to master 25.00
Pro Greeley		9.85
atty		3.00

Subpoena in Divorce
And now, Sept. 1, 1925 subpoena awarded, Returnable to first Monday of Oct. next.
(Signed) Thos. J. Prather, P.J.

Subpoena returned: Oct. 5, 1925. The within named Frank V. Harrison not found in my bailiwick. So answers H.B. Gutshall, Sheriff

Oct. 5, 1925, Alias subpoena in divorce issued, returnable to second Monday of Nov. next.

Alias Subpoena retd Nov. 9, 1925: The within named Frank V. Harrison not found in my bailiwick. So answers H. B. Gutshall, Shff

Nov. 23, 1925. Order issued for publication of Sheriffs proclamation, returnable to first Monday of Jan. next.

And now, Jan. 4, 1926 - 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. Gutshall, Sheriff.

And now, Feb. 1, 1926, W. J. Sinderson, Esq., is appointed Master as prayed for within. By Hon. Thos. J. Prather, P.J.
(See paper filed) Com. issued.

May 10, 1926. Testimony and report of Master filed.

On Argt. List for May Sess. 1926, No. 15.

July 6, 1926. Upon due consideration, a divorce is decreed as prayed and at cost of respondent. Per Curiam.

Decree: And now, to-wit: July 6, A.D. 1926 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 Etta C. Harrison be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Etta C. Harrison the libellant, and the said Frank V. Harrison 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 in pursuance of said marriage shall cease and determine. And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married.

Per Curiam

May 18 1926 Rec'd of Pff by atty Nineteen and 80/100 Dollars Sheriff & Proctgs costs
U. E. Greeley Psv

May 18, 1926
Received from Sheriff Jones $9.45 in full of my costs
H B Gutshall Ex Sheriff

Thomas & Kiebort
105
9-12-25 W.B.G.
Thomas & Thomas

Elmer E. Humes
vs.
United States Casualty Company, a Corporation
Issued Sept. 1, 1925.

	$
Jay Spirit (paid)	2.00
Shff. Smithall	10.05
Geo. Greeley	11.50
Jury-fee-1st verdict	4.00
Atty	3.00
Geo. Greeley paid	6.50
Jury-fee-2d verdict	4.00

Summons in Assumpsit, Returnable to next term.
Sept. 1, 1925, Affidavit that plaintiffs claim exceeds $300.00, filed.
Sept. 1, 1925 Plaintiffs statement of claim filed, and two copies certified to Sheriff.
Sept. 9, 1925. Return of Sheriff of Dauphin County, acceptance of Service by Insurance Commissioner, etc. attached to summons, to which the Sheriff of Crawford County makes this return:
And now, Sept. 9, 1925, summons and statement of claim served as per attached return by Sheriff of Dauphin County, Pa. So answers,
H. B. Smithall, Sheriff.
Sept. 19, 1925. Affidavit of defense filed.
On Trial List for 1st Mon. Jan. 1926 No. 6.

Feb. 15, 1926 Supplementary affidavit of defense filed by leave of court.
Feb. 24, 1926. Defts. Atty makes affidavit of service of affidavit of defense on Pltfs Atty on Sep. 19, 1925. (See back of original affidavit of defense.)
On Trial List for 1st Mon. Mar 1926 as No. 1.
And now, March 1, 1926 Jury selected and sworn as follows: 1- Mrs. Birda Davison, 2 George Hart, 3- Mrs. Ina Klinginsmith, 4 H. E. Wolff, 5- A. M. Williams, 6 Mrs. Frank Shaffer, 7 Sheridan Lupher, 8 Mrs. Anna Bealer, 9 Mrs. Joseph Calvin, 10 Mrs. David Gill, 11 E. M. Freeman, 12 Ab. Heim: twelve good and lawful men, who upon their solemn oaths which they have taken say March 2, 1926, they find for the plaintiff in the sum of Five hundred seventeen Dollars.
Corp. fo. 159.
March 4, 1926 Motion of Deft. for new trial filed, and rule to show cause granted. Per Curiam.
On Argt. List for May Term, 1926, No. 1.
May 24, 1926.- Continued to June 1st for transcription of record.
Per Curiam.
June 8, 1926 Testimony taken by Stenographer filed.
Now, Sept. 7, 1926, rule for new trial Absolute. Per Curiam.
(See opinion filed)
Sept. 13, 1926, Praecipe to place case at head of Oct. trial list, filed.
On Trial List for 1st Monday of Oct. 1926 No. 1.
Sept. 27, 1926. Plaintiffs answer to affidavit of defense filed nunc pro tunc as of Oct. 25, 1925 by order of Court.
And now, October 4, 1926, Before the Hon. Wm. M. Parker, P. J. of the 28th Judicial District specially presiding, a jury was selected and sworn as follows: 1- Harry Hewit, 2- Miss Hattie Darby, 3- E. V. Walton, 4- Damon Finney, 5- Lulu Taylor, 6- Frank Clough, 7- Mrs. Barry D. Kelley, 8- James Foreman, 9- Mrs. Arvilla Leland, 10- Katherine Maynard, 11- Edward Henry, 12- Virgil Deissler: twelve good and lawful persons,
Contd on margin.

who upon their solemn oaths which they have taken, say, Oct. 5, 1926, they find for the plaintiff in the sum of five hundred thirty-four and 75/100 Dollars.
Corp. fo. 159.

Oct 21, 1926 Recd of Defendants Thirty Six and 30/100 Dollars Shff & Prothy Costs. V. B. Greeley Pro

Now Oct. 21, 1926, received satisfaction in full of this judgment, debt, interest and costs, and direct the Prothonotary to satisfy the same of Record.
Thomas & Kiebort
Attys for Plaintiff

Oct. 22, 1926
Received $10.05 my costs from Pro. Greeley
H. B. Smithall

SEPTEMBER TERM, 1925

✓ 106	Venire for the 1st Monday of October, 1925 Issued Sept. 2, 1925 Bro. Greeley # 1.75	Venire to draw and summon forty-eight qualified persons to be Traversed Jurors for the Court of Common Pleas to be held the first Monday of October next. Oct. 5, 1925 - The Sheriff makes return, that he has summoned the persons whose names appear on the schedule hereto attached to come and serve as traverse jurors at the Court of Common Pleas to be held at Meadville in and for said county, on the First Monday of Oct. 1925 except Fred Loin - notice returned - not found - who was not found in my bailiwick. So answers, N.B. Gutshall, Shff

107	L. L. Saunders, trading as Centerville Garage Company vs W. C. Himebaugh Entered Sept. 3, 1925	Appeal by Deft from Judgment of Peter B. Tabler, Alderman.
	Tax & entry (paid) 1.50	
	Costs on Trans. (Pltf to pd) 18.56	

SEPTEMBER TERM, 1925

Arthur L. Bates 108 J. D. Roberts	Fred Klinginsmith vs Ralph Klingensmith Administrator of the estate of B. L. Klingensmith, late of Greenwood Township, deceased. Entered Sept. 3, 1925 Tax & Pro. (Pltf. paid) # 2.00 Pro. Greeley 3.25	Summons in Assumpsit, Returnable to next Term. Sept. 3, 1925 Praecipe to index action in Judgment Index filed. K. fp. 348 142. Sept. 3, 1925 Plaintiffs statement of claim filed And now, to wit, Sept. 3, 1925 J. D. Roberts, Esq., appears for defendant, and waives the issue and service of writ in this case with the same force and effect as if a writ of summons had been regularly issued by the prothonotary, and duly served by the Sheriff of said county. (See praecipe) Sept. 21, 1925 Affidavit of defense filed. On Trial List for 1st Mon. Jan. 1926 No. 10. On Trial List for 1st Mon. Mar. 1926 as No. 2.

Feb 23 1926 This case discontinued & costs paid

Arthur L. Bates
Atty for Plaintiff.

109

Anna S. Hamilton
vs.
J. Wilson Hamilton
Entered Sept. 5, 1925
Pro. Greeley (Paid) $2.25

Of No. 339 May Term, 1920.
Amicable Scire Facias sur Judgment.

It is agreed That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the Defendant by the Sheriff of said County, and duly so returned, and that a judgment be entered thereon in favor of plaintiff and against defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Five hundred eighty-nine and 75/100 Dollars, being the amount of debt, interest and costs now due on the original judgment.

Debt $589.75
Int. from Sept. 15, 1925
Judgment.

Fa. to 194.

P. L. Greeley, Prothy.

June 10 1926 Release of lien granted on above judgment on land situate in Hayfield Township to wit 175 acres for boundaries (See paper filed.)

Aug. 16, 1930, Amicable Sci. Fa. to No. 140 Sept. Term, 1930.

SEPTEMBER TERM, 1925

X August Adelp 10/5/25 110 W. J. Sindevan	✓ J. W. Sweat vs. Jacob Davis and ✓ Hiram Davis, doing ✓ business as J. Davis & Bro. Issued Sept. 8, 1925 Tax twist (pd by atty) $2.00 Costs on Piano 3.75 M. B. Ashley, Const. 5.40	Certiorari to Charles E. Gillett, Esqr., Justice of the Peace Returnable to First Monday of October next. Sept. 8, 1925. Affidavit and recognizance filed being recognizance of Deft. with John H. Fisher as Bail, to Plff., in the sum of $50.00 Sept. 14, 1925. Proof of service of writ on J. P. Hay, by Const. filed. Oct. 3, 1925. Return of proceedings before Charles E. Gillett, Esqr., J. P., filed. Oct. 8, 1925. Defendants' exceptions to return, filed. On Trial List for Nov. Term, 1925, No. 16 Nov. 1925, Continued.

SEPTEMBER TERM, 1925

Walter L. Peake
111
Arthur R. Thompson,
Donald C. Thompson
5-10-1926. U. S. S.

Charles N. Skiff
vs.
Maud Skiff
Issued Sept. 8, 1925

		#
Tax writ (Atty pd)		3.00
Skiff Butchall (Atty pd)		8.65
Pro. Sheeley	paid	9.85
C B Stegner, Master	pd	25.00
atty		3.00

Subpoena in Divorce.

And now, Sept. 8, 1925, subpoena awarded, Returnable the first Monday of November, 1925.

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

Subpoena returned: Served the within Subpoena in divorce on the respondent personally on the ninth day of Sept. 1925, 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. Butchall, Sheff.

Nov. 2, 1925, Appearance of Arthur R. Thompson, Esq., for respondent filed.

Nov. 2, 1925 Respondents answer and affidavit for alimony and counsel fees, filed in Open Court. Service of same accepted by atty for libellant, Oct. 20, 1925.

And now, Nov. 2, 1925 the Court grant a rule upon Chas. N. Skiff, the libellant, to show cause why he should not pay a sufficient sum to the respondent Maud Skiff to support and maintain her properly pending these proceedings, and to pay her counsel and defend herself from this suit. Returnable the fourth Monday of November, 1925, at ten o'clock A. M. Per Curiam. (See paper filed) Rule issued.

Nov. 4, 1925. Answer of libellant to rule for alimony and counsel fees, filed.

On Argt. List for Nov. Term, 1925 No 9. Continued

And now, Sept. 27, 1926, Charles B. Stegner, Esq., is appointed Master to take the testimony and make due report thereon according to law.

(See paper filed) Com. issued. By Hon. Thos. J. Brather, P. J.

Nov 12 1926 Testimony and Report of Master filed.

On Argument List for Nov. Term, 1926, No. 8.

Now, Dec. 29, 1926, after due consideration a divorce is decreed as prayed. Per Curiam.

Decree- And now, to-wit: Dec. 29, A. D. 1926 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 Charles N. Skiff be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between him the said Charles N. Skiff, the libellant and the said Maud Skiff 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, 1925

Leland J. Culbertson

112

J. E. Bossard, appears for defendant R. F. Schmidt. 9-11-25 O.K.G.

Oct 22nd 1925 Rec'd of Rex Greeley two $4.00 Fee Dollars my Costs
O.K.P. H.B. Cutshall Sheriff

Mary E. Peelman, a minor, by her father and next friend, O. J. Peelman, and O. J. Peelman in his own right

vs.

R. F. Schmidt

Issued, Sept. 8, 1925

Tax & writ (Plff. to pd)	#	2.00
Shff. Cutshall		2.40
Rex Greeley for Co.		5.25
Jury-fee		4.00
Atty		3.00
Sat		.25
Pas addl		1.00

Summons in Trespass, Returnable to the first Monday of October next.

Sept. 8, 1925, Statement of claim filed.

Sept. 11, 1925, Affidavit of defense filed, and service of copy of same accepted by Plff's Atty.

Writ returned: Service accepted for the within named Deft. R. F. Schmidt, by J. E. Bossard, Esq.

So answers H. B. Cutshall, Shff.

On Trial List for 1st Monday of Oct. 1925. No. 12.

And now, Oct. 5, 1925, Jury selected and sworn as follows: 1- Fred Bean, 2- Peter A. Peterson, 3- George Garwood, 4- R. D. Ames, 5- James McCartney, 6- Delroy Mathews, 7- Samuel Zuick, 8- Irvin Peterson, 9- Thomas Livingston, 10- Geo. W. Phillips, 11- Henry Olson, 12- James E. Ryan: twelve good and lawful men, who upon their solemn oaths which they have taken, say, same day, they find for Mary E. Peelman in the sum of Ninety Dollars, and for O. J. Peelman in the sum of Three hundred ten Dollars. Sc. page 204.

Oct 22-1925 Recd $410.00 judgment mentioned in the above case & direct the Prothy & Sheriff satisfy same of Record.

Attest: Culbertson Atty for Plff.
O. J. Peelman.

SEPTEMBER TERM, 1925

John A. Northam

113

April 28, 1927 Recd of Bernice Armatas of Jas. H. Osborne, legatee, Admr. &c $12.11, being amount awarded to Pltf in this case by Auditors Report at No. 35 Feb. Term 1927

V. L. Greeley, Esq.

April 30, 1927 Recd of Hon. Greeley $10.68 my proportionate share of costs paid

J. A. Northam

Petition Francis E. Osborne for appointment of a Guardian of

of

James H. Osborne aged 57 years, of Athens Township, as an insane person

Entered Sept. 8, 1925

Pro. Greeley	5.00
J. A. Northam Sh.	1.00
J. A. Northam atty	35.00

Sept. 8, 1925, Petition presented in open Court and filed. O.B. 60.

And now, Sept. 8, 1925, on presentation of the foregoing petition and upon consideration of the same, it is hereby ordered and decreed that a hearing be had thereon before the Court, upon Tuesday, Sept. 20th 1925, at 10 o'clock A.M., and that 10 days written notice of the filing of this petition and time of hearing be given to the said James H. Osborne, and Bernice Armatas, a daughter.

(See petition) Per Curiam.

Sept. 11, 1925, Proof of service of notice on respondent filed.

Sept. 11, 1925, Affidavit of Supt. Mitchell as to inability of respondent to appear in Court, filed.

Sept. 18, 1925, Acceptance of service of notice by Francis E. Osborne and Bernice B. Armater, filed.

And now, Sept. 29, 1925, Hearing continued to the second Monday of Oct. 1925, at 10 o'clock A.M. Per Curiam. (See paper filed)

Decree: And now, October 12, 1925, this case came on for hearing on continuance from Sept. 29, 1925, and it appearing to the Court that written notice of the time and place of hearing was duly served upon said James H. Osborne, and accepted by Francis Osborne, and Bernice Armatas; and that the said James H. Osborne cannot be brought into Court with safety to himself; after hearing had in open Court, the said James H. Osborne is hereby adjudged an insane person, and so mentally defective as to be unable to care for his property and estate; And Barry Cummings is hereby appointed guardian as prayed for. Bond required in the sum of $2000, to be approved by the Court. Per Curiam. (See paper filed)

Oct. 14, 1925, Bond of Guardian with Elmer Holcomb and D. L. Greeley, as sureties in penal sum of $2000, approved by Hon. Thos J. Brather, P.J., and filed.

Nov. 10, 1925, Inventory and appraisement filed. Amount $1519.00

John A. Northam

1.14

Nov 10 1925 Rec'd of F. G. Altenburg Guardian Eleven and 43/100 Dollars as costs V. L. Greeley Pro. Nov 23 1925 Rec'd of Pro V L Greeley 4.43 cost for Pro T Tulloch and Dan'l Connell T.P.P. Conover

Petition of Jennie Hyland for the appointment of a Guardian of Raymond Hyland aged 48 years, a resident of the City of Titusville, as an Insane person. Entered Sept 8, 1925

Pro. Greeley	5.00
J. A. Northam, Pltf's a/c	1.00
Geo. T. Tulloch	.75
Dan'l Connell Witness	3.68
Fee of Court	1.00
Pro Gratis	8.50

Sept. 8, 1925 Petition presented in open Court and filed. Hy. p. 125.

And now, Sept. 8, 1925, upon presentation of the foregoing petition, and upon consideration of same, it is hereby ordered that a hearing be had thereon before the Court upon Tuesday, Sept 29, 1925 at 10 o'clock A.M. and that 10 days written notice of the filing of this petition and time of hearing be given to said Rayland, Mrs. Howard Harris, Mrs. Harry Henne and Lenore Hyland, Titusville, Pa. (See petition) Per Curiam.

Sept. 11, 1925 Proof of notice to respondent filed. And affidavit of Supt Mitchell as to inability of respondent to appear in Court, filed.

Sept. 18, 1925 Acceptance of service of notice by Mrs. Jennie Hyland, Miss Lenore Hyland, Maribel Hyland Henne and Ruth Hyland Harris (Mrs. J.H.) filed.

And now, Sept. 29, 1925 Hearing continued to the second Monday of Oct. 1925, at 10 o'clock A.M. Per Curiam. (See paper filed)

Oct. 12, 1925 Leave granted to amend record in this proceeding by inserting the initial "A", in respondents name, so that same will read, "Raymond A. Hyland." Per Curiam. (See paper filed)

And now, October 12, 1925 this case came on for hearing on continuance from September 29, 1925, and it appearing to the Court that written notice of the time and place of hearing was duly served upon said Raymond A. Hyland and accepted by Mrs. Jennie Hyland, Lenore Hyland, Mrs. Harry Henne and Mrs. Howard Harris and that the said Raymond Hyland cannot be brought into Court with safety to himself. After hearing had in open Court, the said Raymond A. Hyland is hereby adjudged an insane person, and so mentally defective as to be unable to care for his property and estate. And F. G. Altenburg is hereby appointed Guardian as prayed for. Bond required in the sum of $700 - to be approved by the Court. Per Curiam. (See paper filed)

Oct. 12, 1925 Bond of Guardian with A. L. Conover and R. L. Jackson as sureties, in penal sum of $700.00, approved by Hon. Thos. J. Brathers, Jr. and filed.

Nov 5, 1925 Appraisement of estate of ward, $361.46, filed.

Dec 17 1928 Rec'd of F. G. Altenburg Guardian Eight and 50/100 Dollars acct, adv, & discharge. V. L. Greeley Pro'thy

Dec 17 1928 Final account of F. G. Altenburg Guardian filed showing no balance due Estate and Notice issued to Tribune Publishing Co that account will be finally confirmed on First Monday of Jan 1929 unless exceptions are filed in the meantime

Jan. 7, 1929, Proof of publication of account filed.

Aug. 5, 1929, Petition of Guardian for discharge, etc., filed in open Court

Now, Aug. 5, 1929, upon consideration of the foregoing petition, it is ordered and decreed that F. G. Altenburg, Guardian of Raymond A. Hyland be and is hereby discharged as such Guardian, and the sureties upon his bond, given as such guardian are hereby discharged from further liability thereon.

Per Curiam.

(See petition filed)

— Cont'd on margin. —

Thomas & Thomas 115	Petition of James D. Baker for appointment of a Guardian of J. L. Baker of Smithmerhill Twp. as a person of weak mind Entered Sept. 8, 1925 # Pro. Greeley 5.00	Sept. 8, 1925 Petition presented in open Court and filed. Ba. vs. 152. Now Sept. 8, 1925. Upon presentation of the within, Tuesday, the 29th day of September, 1925, at 11 o'clock A.M., is fixed for hearing this application; and it is directed that ten days written notice thereof be given to J. L. Baker and to other members of his family residing within the jurisdiction of this Court, by service of notice of the contents of this petition and order on each of them, and by registered mail on those not in the jurisdiction of this Court. Per Curiam. (See petition)

SEPTEMBER TERM, 1925

Leland J. Culbertson and Stuart A. Culbertson

116

John G. Spencer for Respondent (See petition of June 15, 1926)

Oct 14 1925 - Rec'd of Crawford County Trust Company Guardian Eight Dollars as Costs.
V. L. Greeley Pro

Petition of William Hoffer for appointment of a Guardian of Nellie V. Wooley of the City of Meadville, as a person of weak mind.
Entered Sept. 8, 1925.

	#
Pro. Greeley	5.00
Certs (6)	3.00
Pro. Gs.	
Pro. Gs. Partial ~~%~~ (paid 6/3/33)	4.00
Adv " " (paid to full) 6/3/33	4.00

Sept. 8, 1925 Petition presented in open Court and filed. W. P. 264.
And now, September 8, 1925, upon presentation of the within petition, September 29, 1925, at 11 o'clock A.M. is fixed for hearing this application, and it is directed that ten days written notice thereof be given to the mother and brother of Nellie V. Wooley, by service of copy of this order of Court on each of them. And further that ten days notice of the time and place of hearing be served upon Nellie V. Wooley. (See petition.) Per Curiam
And now, Oct. 1, 1925 the hearing in above case having been continued by reason of press of Quarter Session cases, it is now ordered that Saturday, Oct 3, 1925, at 1:30 o'clock P.M. be fixed for said hearing; notice thereof to be given to all parties directed to receive notice in the order for hearing heretofore made. Per Curiam. (See paper filed)
Oct. 2, 1925 Proof of service of notice of original date of hearing upon respondent, her mother and her brother, filed
And now, Oct. 3, 1925 after hearing held in the above entitled case the said Nellie V. Wooley is adjudged to be a person of weak mind, and unable to care for her estate. And the Crawford County Trust Company, Meadville, Pa., is hereby appointed Guardian. And it is further ordered that the said Crawford County Trust Company, Guardian, be and is hereby authorized and directed to pay to the said Nellie V. Wooley from her said estate, an amount not to exceed Seventy five Dollars per month for the support of herself and her three minor children. Per Curiam. (See paper filed)
Oct. 5, 1925 Certified copy of decree issued to Guardian
Feb. 1, 1926 Petition of Crawford County Trust Company Guardian, for leave to make purchase of real estate in Third Ward, City of Meadville, presented in open Court & filed.
Now, Feby 1, 1926, upon presentation of the foregoing petition in Open Court and after due consideration thereof it is hereby ordered and decreed that the Crawford County Trust Company, Guardian for Nellie V. Wooley, a person of weak mind, &c., make purchase of the real estate described in this petition, for the sum or price of $600.00, paying the said purchase price therefor from the estate of its said ward, and title to be taken in the name of the said Crawford County Trust Company, Guardian as aforesaid, and for so doing this shall be its warrant and authority. Per Curiam (See petition filed)

Record Contd on page 595.

SEPTEMBER TERM, 1925

August Delp
117

Lauretta B. Lilly
vs.
Henry C. Lilly
Issued Sept. 8, 1925

Tax & writ	10-23-25 atty paid	3.00
Shff. Gutshall		4.65
Pro Greeley Dis		1.00

Subpoena in Divorce.
And now, Sept. 8, 1925, subpoena awarded, returnable first Monday of November, 1925.
(Signed) Thos. J. Brather, P.J.

Subpoena returned: Served the within subpoena in divorce on the respondent personally on the 23d day of October, 1925, 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, Shff

Nov. 22, 1926 Reed of Libellant per hand of Wesley B. Best, Esq. $8.65, being costs in this case
V.L. Greeley, Pro.

Nov. 22, 1926, Reed from Thos. Greeley - Three dollars advanced costs.
August Delp Atty.

Nov. 23, 1926
Received from Pro Greeley $4.65 my costs
H.B. Gutshall

Oct. 14, 1926 - This case discontinued.
August Delp.

SEPTEMBER TERM, 1925

Thomas & Thomas
118

Margaret D. Coulter
vs.
Tracy J. Coulter
Issued Sept. 9, 1925

Tax & writ (Atty's fee)	3.00
Shff. Gutshall	1.85
Shff. Gutshall-alias	2.85
J.D. Roberts, Master & Co	25.00
Pro Greeley	9.85
atty	3.00

Jan 20 1926 Rec'd of Pepp by atty Fountain and 65/100 Dollars Shff & Proctors costs V. Co. Greeley Pro

Jan. 20 1926
Received $4.70 my costs from Pro. Greeley
H B Gutshall Shff

Subpoena in Divorce, Returnable the First Monday of November next.
And now, Sept. 9, 1925, subpoena awarded. (Signed) Thos. J. Prather P.J.

Subpoena p&d. Nov. 2, 1925. The within named Tracy J. Coulter not found in my bailiwick. So ans. H.B. Gutshall, Shff

Nov. 2, 1925. Alias subpoena in divorce issued, returnable to first Monday of Dec. next.

Alias subpoena p&d. Served the within Subpoena in Divorce on the Respondent personally, on the fourth day of Dec. 1925, 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 afore So answers H.B. Gutshall, Shff.

And now, Dec. 7, 1925, J.D. Roberts, Esq., is appointed Master to take testimony and make report in the above entitled case. Per Curiam. (See paper filed) Com. issued.

Jan 22 1926 Testimony and Report of Master filed.

On Argument List for Feb. Term, 1926, No. 19.

Now, March 12, 1926, After due consideration, a divorce is decreed as prayed, and at the cost of respondent.
Per Curiam.

Decree: And now, to wit, March 12, A.D. 1926, 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 D. Coulter be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Margaret D. Coulter, the Libellant, and the said Tracy J. Coulter 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, 1925

Edward Petrillo
vs
Gennaro Ricci

119

9-12-25 V.L.G.

Thomas & Thomas

Jan 8 1927 Rec'd of Plffs atty Fourteen and 65/100 dollars in full for costs.
V. L. Greeley Pro

Jany 8, 27, Rec'd V. L. Greeley, Pro. $3.00 docket fee.
Thomas & Thomas
Atty fo. Plff.

Jan. 8 1927 Received from Pro Greeley 4.40 in full of my costs
H B Goulshall

Wm. B. Green and Frank L. Baker, doing business as Green & Baker

Issued Sept. 9, 1925

	$
Tax & writ (paid)	2.00
Shff. Gutshall	4.40
Pro. Greeley	7.25
Atty	3.00

Summons in Trespass Returnable to first Monday of October next.
Sept. 9, 1925 Statement of claim filed, and copy certified to Sheriff.
Writ returned: Served the within summons and statement of claim on Wm. B. Green and Frank L. Baker, on Sept. 10, 1925, at the office of Green & Baker, 954 Market Street, Meadville Pa., by handing to Frank L. Baker a true and attested copy of the within summons and statement of claim, and making contents of same known to him. So answers,
H. B. Gutshall, Sheriff.
On Trial List for 1st Mon. Mar. 1926 at No 7.
March 1, 1926, at 1:30 P.M. continued on application of defendant. Per Curiam.
On Trial List for 1st Monday of Oct. 1926 No. 18
On Trial List for 1st Monday of Jan. 1927, No. 10

Meadville Pa. and now, to wit: Jan. 8: 1927. The above entitled case is hereby settled and discontinued
Edward Petrillo, atty for plaintiff.

J. A. Northam
Thomas & Thomas
120

G. M. Nuding, now use of M. L. Smith.
vs.
W. L. Adsit, Deft.
and M. L. Smith, Garnishee.
Issued, Sept. 10, 1925

Tax & writ (Pltf's pd) #	2.75
Shff. Butshall	6.30
Pro Q	1.00

Of No. 411 May Term, 1925.
Attachment Execution
Returnable to next term.

To attach and levy in satisfaction of said judgment, all debts and dividends or judgments due to the defendant by W. L. Smith, and all other debts, deposits, goods and chattels in his hands or possession and due said defendant, and summon him as garnishee.

Writ returned: Served the within writ on W. L. Adsit, deft., on Sept. 10, 1925, by handing a true and attested copy of the writ to an adult member of his family, namely, Ellen Adsit, his wife, and making known to her the contents thereof. Nihil habet as to M. L. Smith, garnishee. So answers

H. B. Butshall, Shff

SEPTEMBER TERM, 1925

Thomas & Thomas 121	Mary L. Shawhan vs. Park J. Davis and Stella E. Davis, his wife, Mortgagors, and L. M. Thurber, real owner. Issued Sept. 11, 1925 # Taxwrit (paid) 3.00 Rec. Hood .50 Shff. Cutshall 10.80 Shff. Cutshall-alias	Scire Facias sur Mortgage recorded in Mortgage Book 122, page 448; Returnable to first Monday of October next. Sept. 11, 1925, Affidavit of Plff. as to ownership of land filed. Writ returned Dec. 5, 1925. Nihil habet as to Park J. Davis and Stella E. Davis, his wife, mortgagors, and L. M. Thurber, real owner. Served the within writ by posting a true and attested copy of the same on the within described premises on Oct 2, 1925 So answers H. B. Cutshall, Shff. Oct. 6, 1925, Alias Sci. Fa. sur mortgage issued, returnable to next term. Now, November 9, 1925, Writ returned:—Nihil habet as to Park J. Davis, and Stella E. Davis, his wife, mortgagors, and L. M. Thurber, real owner. So answers, H. B. Cutshall Sheriff.

SEPTEMBER TERM, 1925

John O'Neill
Walter J. McClintock

122

Otto Kohler

American Sales Book Company, Limited
vs
P. Galbo and Joseph Galbo, doing business as Galbo Beverage Co.
Entered Sept. 11, 1925

Tax (entry (Deft. pd) # 1.50
Costs on Writs (Deft pd) 5.70
Pro Prothonotary fees (Deft pd) 3.25
atty 3.00

Appeal by Defts. P. Galbo from Judgment of Jas. D. Roberts, Esq., Alderman.
Nov. 12, 1925 Plaintiff's statement of claim filed, and service accepted by Defts. Atty.
And now, Nov. 16, 1925, Rule to show cause granted why plaintiff should not give security for costs of suit. Proceedings stayed. Defendant to have fifteen days for filing affidavit of defense, after notice of security filed. Per Curiam
(See paper filed)
Now Dec. 21, 1925 come Walter J. McClintock atty for Plaintiff and Otto Kohler, atty for defendants and agree that an order be made requiring the Plaintiff to enter security for costs in the amount of $50.00.

Walter J. McClintock
Otto Kohler.

Order

Now Dec. 21, 1925 It is ordered that the Plaintiff in the above entitled case enter security for costs in the amount of $50.00.

Thomas J. Pratt P.J.

Feb. 4, 1926. Bond of Plff. as security for costs, in the sum of $50.00, with Walter J. McClintock as Surety, approved by the Court and filed; Leave being granted by to said Walter J. McClintock, Esq., to become surety.

Now March 4 1926 this case is settled and discontinued
John O'Neill
Walter J. McClintock

SEPTEMBER TERM, 1925

John O. McClintock
Walter J. McClintock

123

Otto Kohler

American Sales Book Co., Limited
vs.
P. Galbo and Joseph Galbo, doing business as P. Galbo and Sons.
Entered Sept. 11, 1925

Tax Entry (Defts. pd)		1.50
Costs on Trans. (Copied by Sheriff)		5.70
Pro Prothonotary (Copied by Sheriff)		3.25
atty		3.00

Appeal by Defts. P. Galbo from Judgment of James D. Roberts, Esq., Alderman.

Nov. 12, 1925 Plffs. Statement of claim filed, and service accepted by Defts. Atty.

And now, Nov. 16, 1925, Rule to show cause granted why plaintiff should not give security for costs of suit. Proceedings stayed. Defendant to have fifteen days for filing affidavit of defense after notice of security filed. (See paper filed) Per Curiam

Now Dec. 21, 1925 come Walter J. McClintock atty for Plaintiff - Otto Kohler atty for Defendants and agree that an Order be made requiring the plaintiff to enter security in the amount of $50.00 for costs.

Walter J. McClintock
Otto Kohler.

Order.

Now Dec 21, 1925, it is hereby ordered that the plaintiff in the above stated case enter security for costs in the amount of $50.00

Thomas D. Rathbone P.J.

Feb. 4, 1926, Bond of Plff., with Walter J. McClintock, Esq. as surety, in the sum of $50.00, approved by the Court and filed; leave being granted Walter J. McClintock, Esq., to become surety.

Now March 4 1926 this case is settled and discontinued
John O. Wallace Jr. McClintock

SEPTEMBER TERM, 1925

Otto Kohler ✓ 124.	The Rice and Hutchins Cleveland Co., a corporation, vs. Thomas Fortuna ✓ Entered Sept. 11, 1925 Tax + Pro. $ (#1.75 Atty fee) # 3.25 Atty 3.00	Amicable Action of Assumpsit And now, September 11, 1925, comes Thomas Fortuna, defendant above named, enters an appearance in an action as above entitled, wherein The Rice-Hutchins Cleveland Company is plaintiff, waives the issuing of summons and service thereof upon him, with the same effect as if summons had been regularly issued pursuant to praecipe, filed, and personal service made upon him, - and confesses judgment against himself and in favor of the Rice-Hutchins Cleveland Co. plaintiff, for the sum of Three hundred twenty-seven and 98/100 Dollars, waiving stay of execution, exemptions and errors. (Signed) Thomas Fortuna Witness: (Sgd) Edith Gross. Debt # 327.98 Interest from Sept. 11, 1925. Judgment V. L. Greeley, Pro.
(See paper filed)	J. page 149. Fi. Fa. to No. 26 Nov. Term, 1925.	

SEPTEMBER TERM, 1925

125

Margaret Wheeling
vs.
Ed Wagner
Entered Sept 12, 1925
Pro. Greeley (Pfff.pd) 2.25

Of No. 150 Sept Term, 1920.
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 Id 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 forty-one and 50/100 Dollars, being the amount of debt, interest to May 6, 1925, and costs now due on the original judgment.
Dated, Sept. 10, 1925.
(Signed) Ed Wagner (Seal)
Debt #241.50
Int. from May 6, 1925
W. page 148. Judgment
V. L. Greeley, Prothy.

Sept. 12, 1925, The following communication received with the Amicable Sci. Fa. and filed, to wit:-
"September 11"
"Margaet Wheeling
"Blease mark out the Entrest of the to hundred dollors. "Utich, Venango County, Route 2."

April 28, 1927, Received satisfaction in full of the above judgment, debt, interest and costs, and Prothy will mark same satisfied including original entries of same. margret Wheeling

SEPTEMBER TERM, 1925

John Schuler

126

Hurley P Reed
Nov. 9, 1925.

Nov 9 1925- Recd Five and 60/100 Dollars Shff & Prothys costs to
H. L. Greeley Pro
Nov 9- 1925- Recd of P.H. Greeley Fourty 60/100 Dollars My Costs
H B Cutshall
H.B. Sheriff

Earl A. Vernier and
Adelaide Vernier
vs.
Eva M. Trace
Issued Sept. 12, 1925

	#
Jas & writ (Atty fee)	3.00
Shff. Cutshall	4.60
Pro G	1.00

Foreign Attachment in Trespass; Returnable Second Monday of Nov. next. Bail to dissolve, $2500.00.

To attach all and singular the goods and chattels, rights and credits, lands and tenements of the defendant in whose hands soever they may be, and summon them as garnishees.

attached as within commanded Sept. 14, 1925 at two o'clock P.M. certain real estate belonging to the within named defendant described in a paper hereto annexed and there being no tenant or other person in actual possession thereof holding under the ~~of~~ defendant, I caused to be posted a certified copy of said writ upon a conspicuous place on said real estate, in the presence of John J. Hurley and Arthur L. Knapp, and nihil habet as to defendant, I have filed a description of said property in the office of the Prothonotary Nov. 9, 1925
So answers H B Cutshall, Sheriff.

Nov. 9th, 1925. This case settled of record.

John Schuler
Atty for Plff.

SEPTEMBER TERM, 1925

O. Clare Kent 127 John A. Northam Thomas & Thomas	J. J. Gehring, Harry L. Gehring and Frank L. Gehring, Trading and doing business under the firm name of Gehring Brothers & Company, vs. R. B. Jackson, A. R. Conover and O. A. Roudebush, Directors of the Poor and of the House of Employment in the County of Crawford, Issued Sept. 12, 1925. Tax & writ (pltf. paid) 2.00 Shff. Butshall 6.90	Summons in Trespass, Returnable to Second Monday of November next. Sept. 12, 1925, Statement of demand filed and 3 copies certified to Sheriff. Sept. 21, 1925, J. A. Northam and Thomas & Thomas appear for Deft. (See paper filed) Sept. 21, 1925, Affidavit of defense and statutory demurrer filed. Writ returned: Served the within summons and statement of claim on R. B. Jackson, A. R. Conover and O. A. Roudebush on Sept. 14, 1925, by handing to each of them a true and attested copy of the within summons and statement of claim, and making contents of same known to them. So answers A. B. Butshall, Shff.

SEPTEMBER TERM, 1925

Gunnison, Fish, Gifford & Chapin 128	Erie Radio Company vs. E. J. Schlaudecker Entered, Sept. 14, 1925 Tax & entry (paid by Plff.) # 1.50 Costs on Trans. 5.45 Pro Greeley 3.00 atty 3.00	Appeal by Defts. from Judgment of F. A. Boswell, Esq., Alderman And now, Sept. 21, 1925, Gunnison, Fish, Gifford and Chapin appear for plaintiff. (See paper filed) Oct. 19, 1925, Statement of claim filed And now to wit December 14, 1925 comes the plaintiff by attorney Gunnison, Fish, Gifford & Chapin and enters judgment in favor of the plaintiff and against the defendant for want of an appearance and for want of an affidant of defense and the Prothonotary is directed to liquidate the judgements as follows; Deb. $ 194.45 Interest from Dec 30, 1924 to date 11.50 Total 205.95 and interest thereon from date and costs. P 203 Judgment W. L. Greeley Prothonotary

129	Holmes Awning Works, Incorporated, Radio Division, vs. E. J. Schlaudecker. Entered Sept. 14, 1925 Tax + entry (pd by Deft) 1.50 Costs on Trans. 5.45 Pro. Greeley 2.50 Atty 3.00	Appeal by Deft from Judgment of F. A. Boswell, Esq., Alderman. Sept. 17, 1925. Plaintiffs statement filed, + copy of same served on dest. And now, October 19, 1925, Upon praecipe of plaintiff by Otto Kohler, Esq., Attorney, judgment is entered in favor of said Plaintiff and against E. J. Schlaudecker, defendant, for default of an affidavit of defense, and same liquidated at the sum of Three hundred three and 61/100 Dollars, with costs of suit (See paper filed) Debt $303.61 Int. from Oct. 19, 1925. Sc. page 203 Judgment V. L. Greeley, Prothy. Fi. Fa. to No. 69 Nov. Term, 1925.

NOVEMBER TERM, 1925

A A. M. Fenner
1

Ruby Irene Newman
vs
William Wallace Newman
Issued Sept 14, 1925

	#
Tax & writ (Atty pd)	3.00
Shff Cutshall	1.85
Shff Cutshall-alias	1.85
Shff Jones-proc.	6.25
Master pd	25.00
Pro Greeley	9.85
atty	3.00

Subpoena in Divorce and for custody of children Wm. Rowland Newman aged six years, and Lewis Melvin Newman, now aged three years.

And now, Sept. 14, 1925, subpoena awarded, returnable Second Monday of November 1925.

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

Alias writ rcvd. Nov. 9, 1925. The within named William Wallace Newman not found in my bailiwick.

So answers H.B. Cutshall, Shff

Nov. 9, 1925. Alias subpoena in divorce issued, returnable to first Monday of January next.

And now, Jan. 4, 1926 alias subpoena in divorce returned, the within named William Wallace Newman not found in my bailiwick.

So answers H. B. Cutshall, Sheriff.

Jan. 4, 1926 Order for proclamation issued returnable to second Monday of February next.

And now, Feb. 8, 1926 I have made proclamation in the above entitled case according to law, and caused the same to be published in the Titusville Herald, 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 Chas. H. Jones, Sheriff.

Feb. 8, 1926, Frederick Bolard, Esq., is appointed Master in the above stated case to take testimony and make report.

By Hon. Thos. J. Prather, P.J.

(See paper filed)

Feby 12 1926 Testimony and Report of Master filed

On Argument List for Feb. Term, 1926 No. 20.

Feby 11 1926 Rec'd of Shff by atty nineteen and 80/100 dollars Shff + Proctgs Costs
V.L. Greeley Pro

Feb 11 1926 Received $19.70 my costs
from Pro Greeley
H B Cutshall Shff

Feb 11 1926
Received from Pro Greeley
$6.25 my costs
Chas H Jones Shff
Per H.B.C.

Now, March 12, 1926, After due consideration a divorce is decreed as prayed, at cost of respondent; and the custody of the children Wm Rowland Newman and Lewis Melvin Newman, is awarded to libellant. Per Curiam

Decree. And now, to-wit Mar 12 A.D. 1926 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 Ruby Irene Newman be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her the said Ruby Irene Newman the libellant and the said William Wallace Newman 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 William Rowland Newman and Lewis Melvin Newman be and the same is hereby awarded to the said libellant Ruby Irene Newman - Per Curiam

William J. Sinderam

2

v.

Petition of Charles Friedman for the appointment of a Guardian of Loretta A. Murphy, of the City of Titusville, as a person of weak mind
Entered Sept. 14, 1925.

	#
Pro. Greeley	5.00
Pro Trust since	3.00

Jan 28 1926 Rec'd of W. J. Sinderam atty Eight Dollars costs in this case
V. L. Greeley Pro

Sept. 14, 1925 Petition presented in open Court and filed. M.p. 175.

And now, September 14, 1925, the foregoing petition having been duly presented in open Court and duly considered, it is ordered that a hearing in this matter be had on Tuesday the 29th day of Sept, 1925, at 10 o'clock A.M., ten days notice of said hearing to be given to said respondent personally and to her relatives within named residing within the jurisdiction of this Court, and by registered mail to those residing without the jurisdiction of the Court. Per Curiam (See petition)

And now, Sept 29, 1925, - Hearing in the above case is continued to Monday Oct 12, 1925, at ten o'clock A.M.
(See paper filed) Per Curiam.

Oct. 12, 1925 Proofs of service of notice upon respondent and next of kin filed. Also, affidavit as to ~~service~~ inability of respondent to appear at hearing, filed.

And now, October 12, 1925, upon the foregoing petition of Charles Friedman, and upon due proof of service of notice upon said respondent personally and upon her relatives, as required by law, filed herewith, and after hearing the testimony of petitioner and his witnesses in support of the allegations of said petition, it is ordered, adjudged and decreed, that Titusville Trust Company, of Titusville, Pa., be and the same hereby is appointed Guardian of the estate of the said Loretta A. Murphy the above named respondent. Per Curiam (See paper filed)

Dec. 7, 1925, Petition of Guardian for leave to sell real estate filed in open Court.

Order of Court: And now, December 7, 1925, the foregoing petition of Titusville Trust Company, Guardian of Loretta A. Murphy, an alleged weak minded person, being duly presented and considered, and it appearing to the Court that the said Loretta Murphy is the owner in fee of certain premises at the Southeast corner of Main and Monroe Street in the City of Titusville, Pa., as described in said petition, for which the price or sum of Three Thousand ($3000.00) Dollars has been offered by Leo R. Prenatt and Irvina A. Prenatt his wife, of Titusville, Pa., and it appearing to the Court that it will be to the best interest and advantage of the said ward if the said premises be sold for said price, it is

Ordered, Adjudged and Decreed, that the said Titusville Trust Company, Guardian as aforesaid be and it hereby is authorized, empowered and directed to make, execute and deliver to the said Leo R. Prenatt and Irvina A. Prenatt

Continued on page 390.

NOVEMBER TERM, 1925

Wesley B. Best 3	Helen Marie Adsit vs. Arnold Dale Adsit Issued Sept. 16, 1925 Tax $1 writ (Paid by atty) $3.00 Shff. Butchall 3.15 Paul E. Thomas, Master Bro. Greeley L.J. Culbertson, Master Atty	Subpoena in Divorce and for custody of child, Wanda Loraine Adsit, aged three years. Returnable to first Monday of November next. And now Sept. 16, 1925, subpoena awarded (Signed) Thos. J. Brother, P.J. Subpoena returned: Served the within Subpoena in Divorce on the respondent personally on the 25th day of Sept. 1925, 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. Butchall, Sheriff. And now, Nov. 2, 1925. Paul E. Thomas, Esq., is appointed Master in above case (See paper filed) Com. issued. Per Curiam. Now, Nov. 5, 1925, the appointment of Paul E. Thomas as Master is vacated on account of his absence from City, and L.J. Culbertson, Esq., is appointed Master. (Sgd) Thos. J. Brother, P.J. Cert. issued

McKay & McKay
&
Thomas & Fiebart 10-17-25

Dec 23 1925 Rec'd of Pelffs atty Ten and 85/100 Dollars Sheff & Prothys costs
V. B. Greeley Pro

Dec 23d 1925 Rec'd of Rev. Greeley Eight & 35/100 Dollars My Costs
H.B. Cutshall
O.K.P. Sheriff

N. S. Weaver
vs.
W. J. Reaher
Issued Sept. 21, 1925

Tax & writ (Atty pd) #	2.00
Shff. Cutshall	8.35
Pro Greeley since	2.50
atty	3.00

Summons in Trespass,
Returnable to next term.
Sept. 21, 1925. Statement of claim filed and copy certified to Sheriff.
Writ returned:-

(a) Sept. 21, 1925, I hereby deputize the Sheriff of Erie County to serve the within summons and statement of claim.
H.B. Cutshall, Sheriff

(b) Served W. J. Reaher, the within named defendant, by giving to him at 451 East Fourth Street, City of Erie, State of Pennsylvania, on Sept. 23, 1925, a true and attested copy of the within summons and statement of claim, and making known to him the contents of the same. So answers
Julius Franz, Deputy Sheriff.

(c) The within summons and statement of claim served as per attached return by the Sheriff of Erie County, Pa. So answers H.B. Cutshall, Sheff.

On Trial List for 1st Monday of Jan. 1926. No. 2.

Dec 23. 1925 this case is discontinued and settled of record.
McKay & McKay
Attys for Plaintiff

NOVEMBER TERM, 1925

Stuart A. Culbertson 8-18-30
5

Charles S. Major
vs.
Jesse Rogers, or
Jesse W. Rogers.
Entered Sept. 22, 1925

Pro. Greeley (plff. paid) # 2.25

Of No. 226 September Term, 1920
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, Jesse Rogers, 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, Jesse Rogers, with all the waivers and conditions contained in the original judgment, for the sum of Five Hundred eighty-six and 23/100 Dollars, being the amount of debt, interest and costs now due on the original judgment.

Dated Sept. 21, 1925.

Debt # 586.23
Int. from Sept. 21, 1925

R. page 164

Judgment
V.L. Greeley, Pro.

Fi Fa no 141 Sept Term 1930
Sept. 18, 1930 The above judgment satisfied (See Fi Fa.)

Leland J. Culbertson
v
6

D. A. Burk, Assignee of Ira A. Lorey
vs.
Washington R. Culver and Rilla Culver, his wife.
Issued Sept. 23, 1925

		#
Tax & writ (atty fd)	2.50	
Sheff. Southall	8.20	
Recorder Hood	.50	
Pro. Greeley	2.50	
Atty	3.00	

Scire Facias sur Mortgage, recorded in Mortgage Book Vol. 103, page 49. Returnable to first Monday of October next.

Sept. 23, 1925, Affidavit as to ownership, default in payments &c. filed.

Writ returned Oct. 5, 1925: Nihil habet as to Washington R. Culver and Rilla Culver, his wife. Served the within writ by posting a true and attested copy of the writ on the within described premises on Sept. 25, 1925.

So answers H. B. Southall, Sheriff.

Now, to wit, October 12, 1925, comes the plaintiff D. A. Burk, assignee of Ira A. Lorey, and takes judgment against the defendants, Washington R. Culver and Rilla Culver, his wife, for want of an appearance and affidavit of defense, and on motion of said plaintiff's attorneys judgment is entered accordingly and liquidated at the sum of Two hundred ninety-two and 60/100 Dollars. (See Rule Book, 12, page 608)

Debt $292.60
Int. from Oct. 12, 1925.
Judgment
W. L. Greeley, Prothy.

No. pp. 133 & 134.

Lev. Fac. to No. 56 Nov. Term, 1925

NOVEMBER TERM, 1925

Geo. Eldred — Etta Ethel Cunningham
7 vs.
Patrick J. Cunningham
Issued Sept. 24, 1925

		#
Tax & writ (Atty. pd)	3.00	
Shff. Gutshall	1.85	
Shff. Gutshall-alias	1.85	
Shff. Gutshall-proc.	16.25	
Chas. B. Stegner, Master Pd	25.00	
Pro. Greeley	9.85	
Atty	8.00	

Subpoena in Divorce
And now Sept. 24, 1925 subpoena awarded, Returnable First Monday of November next.
(Signed) Thos. J. Grather, P.J.

Subpoena retd. Nov. 2, 1925: The within named Patrick J. Cunningham not found in my bailiwick.
So answers H. B. Gutshall, Shff.

Nov. 2, 1925. Alias subpoena in divorce issued, Returnable to first Monday of Dec. next.

Alias Subpoena retd Dec. 7, 1925: The within named Patrick J. Cunningham not found in my bailiwick.
So answers H. B. Gutshall, Shff.

Dec. 7, 1925. Order issued for publication of Sheriffs proclamation, returnable to First Monday of Feby next.

Sept 17 1926 Rec'd of Pfff by atty nineteen and 80/100 dollars Shff & Procty costs
H. L. Greeley Pro

Sept. 18, 1926
Recd from Pro Greeley $9.85 my costs
H. B. Gutshall

And now, February 1, 1926, 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 thereto attached. So answers, H. B. Gutshall, Sheriff; also, Chas. N. Jones, Sheriff.

And now, Feb. 1, 1926. Charles B. Stegner, Esq. is hereby appointed Master to take testimony in the above entitled case, and report thereon to the Court. Per Curiam.
(See paper filed) Com. issued.

Sept 17, 1926 Testimony and Report of Master filed
On Argument List for Sept. Term, 1926, No. 16.

Now, Oct. 25, 1926, after due consideration a divorce is decreed as prayed, and at the cost of respondent. Per Curiam.

Decree. And now, to-wit: Oct. 25, A.D. 1926 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 Etta Ethel Cunningham be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Etta Ethel Cunningham, the libellant, and the said Patrick J. Cunningham, 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, 1925

Leland J. Culbertson
Stuart A. Culbertson

8

In the Matter of the assignment of Charles W. Noyes to O. D. Hanks for the benefit of creditors
Entered Sept 24, 1925

Pro. Greeley	3.00
Pro G since	1.00
Pro G + adv	6.00

Nov 16, 1926
Paid Pro Greeley
$2.50 advertising.
Tribune Pub Co.
by C W Johnson

And now, Sept. 24, 1925, upon presentation of the Assignee in open Court and after due consideration thereof, it is ordered that M. B. Judd and A. A. Finney be and they are hereby appointed appraisers to appraise the estate and effects of Charles W. Noyes assigned to O. D. Hanks for the benefit of creditors. By Hon. Thos. J. Prather, P. J.
Same day, Certificate of appointment issued.

And now, Oct. 1, 1925 On motion in open Court, Nevin E. Bole is appointed appraiser in the above proceeding, in place of M. B. Judd resigned.
(See paper filed.) Per Curiam.

Oct. 26, 1925, Inventory and appraisement by Appraisers, amounting to $5123.71, filed.

Nov. 2, 1925. Assignee's Inventory and appraisement filed

Bond of assignee approved December 21, 1925
December 21, 1925, the action approved.
Per Curiam
Thos. J. Prather P.J. (See bond filed)

Aug 4 1926 Final account of O. D. Hanks assignee filed showing balance due Estate of 904.47 and notice issued to Tribune Republican that account will be finally confirmed on Fourth Monday of August 1926 Unless exceptions are filed in Meantime

Aug 12 1926 Otto Kohler atty for Creditors files Exceptions to Assignees final account. See papers filed.

Aug 13, 1926. Proof of publication of notice of account filed.

And now, Dec. 6, 1926. On motion in open Court, Roy B. Peters, Esq., is hereby appointed Auditor to pass on exceptions and make distribution. By Hon. Thos. J. Prather, P.J. (See paper filed) cert. issued

Aug. 1, 1927. Auditor's report filed in open Court and confirmed nisi. Per Cur.

Aug. 2, 1927. Testimony taken before Auditor (3 sections) filed
Final Account recorded in Account Docket No. 4, page 327.
Auditor's Report recorded in Auditor's Report Book No. 6, page 11.

NOVEMBER TERM, 1925

Albert L. Thomas
Fred L. Kiebort
9

James G. McBride
and Myrtle McBride
vs.
L. D. Laird and
Anna M. Laird
Entered Sept. 25, 1925

Tax Certificate (pd by Atty) 3.50
Atty 3.00

Amicable Action of Ejectment for a piece of land at Bonheart Lake Park, in Sadsbury Township.

Sept. 25, 1925 Articles of Agreement for sale of land, Affidabit as to breaches of condition, Confession of Judgment, etc. filed. Said confession being as follows, to wit:-

By virtue of the power of attorney contained in the agreement, of which we certify the attached to be a true and correct copy, we enter an appearance in the Court of Common Pleas of Crawford County for the above named L. D. Laird and Anna M. Laird, defendants, and confess judgment in ejectment against them and in favor of James G. McBride and Myrtle McBride, plaintiffs, for the premises described in said agreement, to wit, that certain property consisting of the building known as the Wayne Cottage with the appurtenances thereto, situate at Bonneau Lake Park, Crawford County, Penna, with costs, waiving all stay and exemption laws, and without asking leave of Court.

(Signed) Thomas & Kiebort.

L. page 160-160. Judgment

V. L. Greeley, Prothy

Hab. Fac. Poss., with clause of Fi. Fa. for costs, to No. 23 Nov. Term, 1925.

John O. McClintock
Walter J. McClintock
10
Thomas & Kiebort

Burdell Wilmoth
vs
Maude Wilmoth
Issued Sept. 28, 1925

Tax + writ (plff. pd)	3.00
Shff. Litshall	6.85
J. D. Roberts, Master, paid by Master	25.00
Pro. Greeley	11.10
Atty.	3.00

May 10 1926 Rec'd of Plff's atty Seventeen and 95/100 Dollars Shff & Prothy costs.
V. L. Greeley Pro

May 11. 1926
Received $6.85 my costs from Pro Greeley
H B Litshall Ex Sheriff

Subpoena in Divorce
And now, Sept. 28, 1925, subpoena awarded, returnable to first Monday of November next.
(Signed) Thos. J. Brather, P. J.

Subpoena returned: Served the within subpoena in divorce on the respondent personally, on the 1st day of October, 1925, by delivering to her a true attested copy of the same, and making known to her the contents thereof, as appears from affidavit as above. So answers
H B Litshall, Shff.

Oct. 30, 1925 Thomas & Kiebort appear for respondent. (See paper filed)

Nov. 2, 1925, Answer of respondent filed.

And now, Nov. 2, 1925, On motion in open court, J. D. Roberts, Esq., is appointed Master to take testimony and make report thereof to the Court in the above entitled case Per curiam. (See paper filed) Commissioned

Now, Nov. 2, 1925 Upon presentation of within affidavit, rule to show cause granted why Burdell Wilmoth should not pay unto respondent a sum sufficient to defray her counsel fees and alimony pending this suit; Returnable to Fourth Monday of November, 1925.
(See paper filed) Per Curiam.

Nov. 9, 1925 Answer of Libellant to rule for alimony & counsel fee filed.

And now, Nov. 16, 1925 Ivan Culbertson is appointed Commissioner to take testimony on the rule granted in the above case.
(See paper filed) Cond. issued. Per Curiam.

On Argt. List for Nov. Term, 1925, No. 12. Continued

And now, May 10, 1926, Leave granted respondent to withdraw her petition for alimony and counsel fees. Per Curiam. (See paper filed)

May 11, 1926. Testimony and report of Master filed.

On Argt. List for May Term, 1926, No. 16.

July 6, 1926, After due consideration, a divorce is decreed as prayed. Per Curiam.

Decree: And now, to wit: July 6, A. D. 1926 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 Burdell Wilmoth be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between him, the said Burdell Wilmoth the libellant and the said Maud M. Wilmoth, the respondent. And that thereupon all and every the duties, rights and claims, accruing to either the said libellant or the said respondent at any time heretofore in pursuance of said marriage shall cease and determine; And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married.

Per Curiam

NOVEMBER TERM, 1925

6 V Johnson
vs
Vera A. Murphy

Nov 12 1925 Recd of Peff by atty Forty Eight + 90/100 Dollars Court costs
V. L. Greeley P.P.

Recvd from V. L. Greeley, Pro. on Nov 12 1925 six dollars being my docket fee and $3.00 costs Cond by me
C. Victor Johnson
atty for libellant.

Recvd from V L Greeley, Pro. Nov 12, 1925, Five Dollars, being my costs in said case Joan Culbertson

Received from Pro. Greely my costs
H B Cutshall Sh

Received from V L Greeley Pro, 1925 My fee as master in the within case
Walter J McClintock

Vera A. Murphy
vs
Walter R. Murphy
Issued Sept. 28, 1925

Jay Twp (paid by atty Oct. 1, 1925)		3.00
Shff Cutshall		5.05
W. J. McClintock, Master		25.00
Pro. Greeley		7.85
Atty		3.00
Joan Culbertson		5.00

Subpoena in Divorce
And now, Sept. 25, 1925 subpoena awarded, returnable to the first Monday of November, 1925.
(Signed) Thos. J. Prather, P. J.

Subpoena returned: Served Walter R Murphy the within named respondent by giving to him at 1319 State Street, City of Erie, Pa., on Oct 28, 1925, a true and attested copy of the within subpoena in Divorce, and making known to him the contents of the same.
So answers Wm. Holtz,
Deputy Sheriff

Writ served as per return of Sheriff of Erie County, Pa. So answers
H. B Cutshall, Shff.

Nov. 5, 1925. Walter J. McClintock, Esq. is appointed Master in the above case. Per Curiam. (See paper filed.)

Nov 12 1925 Testimony and Report of Master filed.

On Argument List for Nov. Term, 1925, No. 20.

Now, Dec. 28, 1925 after due consideration a divorce is decreed as prayed and at respondent's cost. Per Curiam

Decree. And now, to-wit Dec. 28. 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 Vera A. Murphy be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her the said Vera A. Murphy the libellant, and the said Walter R. Murphy 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

12

A. M. Fenner
vs
G. C. Wallace
Entered Sept. 28, 1925

Pro. Greeley (Plff's Fd) $2.25
Pro Greeley (since 6-1-34 50¢ Fd) 2.25
Pro Greeley 1.75

Of No. 49 November Term, 1920.
Amicable Scire Facias sur Judgment.

It is agreed That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said county, and duly so returned; And that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Three thousand seven hundred fifty two and 61/100 (3752.61) Dollars, being the amount of debt, interest and costs now due on the original judgment.

Dated Sept. 26, 1925

Debt $3752.61
Int. from Sept. 26, 1925.
W.F. 130
Judgment
V. L. Greeley Prothy

Sept 6 1930 The above judgment assigned to R.C. Wallace of Linesville Pa (See paper filed)
Sept 29, 1930 Suggestion of the death of G.C. Wallace filed. Oct 27-1930
Sept 18, 1934, Consent of Administrator to Issue Execution filed
Now, June 15, 1934, comes A.B. Wallace administrator of the estate of George C. Wallace, deceased, defendant above named and consents to be made a party defendant in the above case, and hereby waives the issuance and service upon him of a writ of scire facias to show cause against the issuing of execution upon the above judgment for sale of the real estate of the decedent, George C. Wallace, and consents that the plaintiff may forthwith issue execution for the sale of real estate of said decedent with the same force and effect as though said writ of scire facias had been duly and regularly issued and served upon him and no cause shown why said execution should not be issued (signed) A. B. Wallace Admr. of estate of G.C. Wallace dec'd.
(See paper filed)
Ci. Fa. No. 38 Sept Term 1934

NOVEMBER TERM, 1925

Donald C. Thompson
13
O. Clare Kent 10/8/25 U.S.M.

Clyde W. Beers
vs.
Mrs. Frank Eich, also known as Susie Eich, and Frank R. Eich.
Issued Sept. 28, 1925

Tax & writ (Plff. paid) $ 3.00
Shff. Cutshall 4.30
Pro'g 4/22/27 - paid 1.50

Dec. 24 1926
Received $4.30 in my costs from Clyde W. Beers
A. B. Cutshall

Replevin for one Nash Four Door Coupe-Sedan, Serial No. 273,987, Motor No. 154,265, of the value of $1000.00; Returnable first Monday in Nov., 1925.

Sept. 28, 1925. Affidavit as to value of property filed.

Sept. 28, 1925, Bond of Plff. with United States Fidelity & Guaranty Company as surety, in the sum of $2000, approved by the Court and filed.

Writ retd: Served the within writ on the within named Mrs. Frank Eich and Frank R. Eich, on Sept. 29, 1925, by handing to each of them a true and attested copy of the writ, and making known to each of them the contents thereof. The defendants filed bond within the required time, and the bond is hereto attached.

So answers, A. B. Cutshall, Shff.

Sept. 14, 1926. Declaration in Replevin filed.

April 22, 1927 — This case having been settled by a new lease and note executed by mrs. Susie Eich, one of the defendants, I now discontinue the above action. Clyde W. Beers

NOVEMBER TERM, 1925

Thomas F Kiebort ✓ vs Staley B Best ✓ Oct 1 1925 Vt. No.	Frank J. Bappas vs. John Bartow and Barker Kramer, doing business as Bartow and Kramer Issued Sept 30, 1925 Tax & writ (paid) $2.00 Shff. Gutshall 3.50	Summons in Trespass, Returnable to First Monday of November next. Writ returned: Served the within summons on the within named John Bartow and Barker Kramer on Sept 30, 1925, by handing to each of them a true and attested copy of the within summons and making contents of same known to them. So answers H.B. Gutshall, Sheriff.

NOVEMBER TERM, 1925

Charles B. Steagner
15

Sept 18 1926 Rec'd of Jeff by atty Swanson $ and Issued 50/100 dollars Shff and Prothy Costs
V. L. Greeley Pro

Sept. 18, 1926
Received from Pro Greeley $8.65 in my costs
H B Entshall

Bessie B. Ross
vs.
Raymond J. Ross
Issued Oct. 1, 1925

	#
Tax & writ (#2.00 paid)	3.00
Shff. Entshall	8.65
W. J. Sirdevan, Master	25.00
Geo. Greeley	7.85
Atty	3.00

Subpoena in Divorce
And now, Oct. 1, 1925, Subpoena awarded, Returnable first Monday of November next.
(Signed) Thos. J. Grather, P. J.

Subpoena returned: Served the within Subpoena in Divorce on the Respondent personally, on the 6th day of October, 1925, 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. Entshall, Sheriff

And now, May 10, 1926. W. J. Sirdevan, Esqr., is appointed Master in this case.
(See paper filed) By Hon. Thos. J. Grather, P. J.
Com. issued.

Sept 17 1926 Testimony and Report of Master filed.
On Arg't List for Sep. term, 1926, No. 17.

Now, Oct. 25, 1926, after due consideration, a divorce is decreed as prayed, and at respondent's cost. Per Curiam.

Decree - And now, to-wit: Oct. 25, A. D. 1926 this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered adjudged and decreed

That the said Bessie B. Ross be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her the said Bessie B. Ross, the libellant, and the said Raymond J. Ross, 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, 1925

Leland J. Culbertson ✓ Stuart A. Culbertson ✓ 16	Grace Houser and ✓ G. L. Dunham vs. ✓ Davis Bates Issued Oct. 3, 1925 Tax + writ (Attys pd) # 2.00 Shff. Satchell Bro. G. Sims 1.50 Atty	Capias ad Respondendum in Trespass, Returnable to next term. Bail required in the sum of #500.00. Oct. 3, 1925. Affidavit of cause of action filed. Oct. 3, 1925. Statement of Claim filed, and copy certified to Sheriff.

Oct. 3, 1925. This case settled and discontinued. (See paper filed)

X

O. Clare Kent
17

Feby 15 1926 Rec'd of Pfff by atty Nineteen and 35/100 Dollars Sff and Prothp costs
U. L. Greeley Pro

Feb. 15, 1926
Received from Pro. Greely
$19.35 in full of costs
H B Cutshall Sheriff

J. C. Chambers
vs
Maggie B. Chambers
Issued Oct. 5, 1925.

	#
Tax & writ	3.00
Shff. Cutshall	1.85
Shff. Cutshall-alias	5.65
John Schuler, Master	25.00
Pro. Greeley	8.75
Atty	3.00

Subpoena in Divorce.
And now, Oct. 5, 1925, subpoena awarded, Returnable to November term, 1925. (Signed) Thos. J. Prather, P.J.

Subpoena retd: Nov. 9, 1925, the within named Maggie B. Chambers not found in my bailiwick. So answers
H B Cutshall, Sheriff.

Nov. 19, 1925 Alias subpoena in divorce issued, returnable to first Monday of January next.

Alias Subpoena retd: Served the within Subpoena in Divorce on the Respondent personally on the first day of Dec., 1925, 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.

And now, Jan. 7, 1926, John Schuler, Esq. is appointed Master in above case. Per Curiam. (See paper filed) Com. issued

Feby 2 1926 Testimony and Report of Master filed.

On Argument List for Feb. Term, 1926 No. 21.

March 12, 1926, After due consideration, a divorce is decreed as prayed
Per Curiam.

Decree: And now, to-wit Mar. 12, A.D. 1926 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 J. C. Chambers be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him the said J. C. Chambers the libellant and the said Maggie B. Chambers the respondent

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

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

NOVEMBER TERM, 1925

A. M. Fenner
18

W. b. Farley
vs.
b. b. Nichols
Issued Oct. 5, 1925

	#
Pro. Greeley (typed)	2.25
Shff. Cutshall	13.30
Pro. Greeley	2.25
Atty	3.00

Nov. 24, 1925 Received from Shff. per Atty $15.55 being Shffs. and Pros. costs. V.L. Greeley, Pro.

Nov 25-1925 Rec'd of Pro Greeley thirteen & 30/00 Dollars in full costs
O.K.P. H.B. Cutshall Sheriff

Of No. 197 September Term, 1920
Scire Facias to revive judgment and to continue lien thereof in the above entitled case, with notice to terre tenants, and with notice to A. P. Mitchell, as mortgagee; Returnable the Second Monday of November next. N.p. 93; M.p. 207.

Writ returned: Served the within b. b. Nichols and A. P. Mitchell on Oct. 7, 1925, by handing a true and attested copy of the writ to each of them, and making known to them the contents thereof. So answers, H. B. Cutshall, Shff.

And now, Nov. 24, 1925, On motion of plaintiff's attorney, judgment is entered in favor of plaintiff and against the defendant for want of an appearance and for want of an affidavit of defense. And same day, judgment liquidated at the sum of Four hundred four and 74/100 Dollars, with costs of suit. (See paper filed)

	#
Debt	404.74
Atty's com. included	19.20

Int. from Nov. 24, 1925

N. page 93.

Judgment
V.L. Greeley, Prothy.

Thomas T Thomas

19

Oct. 13, 1925, Recd from Deft. per T & T. attys, $5.00 being Shffs. Costs & discontinuance.
V L Greeley, Pro.

and now Oct 13 - 1925 Recd of Pro Greeley Four & 60/100 Dollars my costs
H B Cutshall
o.s.p. Sheriff

William L. Blair and A. B. Radford, doing business as Blair-Radford Motor Company
vs
W. C. Harrup
Issued Oct 7, 1925.

	#
Jay & wick (Plffs. pd)	3.00
Shff. Cutshall	4.60
Pro. Fee for Co.	1.00

Foreign Attachment in Assumpsit, Returnable to next Term. Bail required in the sum of $1100.00

To attach goods and chattels, lands and tenements, moneys, credits, checks, drafts, legacies and interest of the defendant in the hands, possession or control of W. W. Gelvin, J. P. Jackson and Laurence B. Starr, a partnership doing business as Gelvin, Jackson and Starr, or in the hands of the Aetna Fire Insurance Company, a corporation doing business in the State of Penna, and of whom Gelvin, Jackson & Starr are agents, and of any other person or persons, and summon them as garnishees.

Oct. 7, 1925 Bond & Plffs., with W Randall and R. D. Gaskill as sureties, in the sum of $1100, approved and filed.

Writ returned Oct. 13, 1925, by order of plaintiffs attorneys, after service on Garnishees on Oct. 7, 1925. (See writ)

And now, Oct 13, 1925, the above claim having been paid in full, we hereby discontinue the above case.
Thomas T Thomas
attys for plfs.

John O. McClintock
Walter J. McClintock

20.

Thomas & Thomas.

Oct 31. 1925 - Recd Two and 60/100 dollars Balance of costs
U. L. Greeley Prs

Commonwealth of Pennsylvania, ex relatione George D. Shiffler father of George Howard Shiffler,
vs
John L. Harned and Lora Harned (his wife)
Issued Oct. 9, 1925

Geo. Greeley (paid by relator) 2.00
Sheriff Gutshall 3.60 (60 cts)
Geo Greely since 2.00

Habeas Corpus for the custody of George Howard Shiffler son of relator, aged 13 years.

And now, October 9, 1925, a writ of Habeas Corpus is directed to be issued as prayed for, returnable and for hearing Thursday, Oct. 15, 1925, at 2 o'clock P. M.

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

Writ returned: Served the within writ on the within named John L. Harned Oct. 9, 1925, and upon Lora Harned (his wife) on Oct. 12, 1925, by handing to each of them a true and attested copy of the writ and making known to them the content thereof. So answers,

H. B. Gutshall, Shff.

Now, Oct. 15, 1925 Evidence heard in open court and at 5:40 hearing adjourned to Saturday Oct. 17, 1925, at 10 A.M.

Order of Court: Now, Oct. 17, 1925, After hearing and due consideration, writ dismissed at costs of relator, no witness costs to be taxed. And the boy Geo. Howard Sheffler is remanded to the custody of John and Lora Harned until further order of court; Right of visitation between father and son to continue as heretofore. Per curiam.

(See back of petition)

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

Same day, Relator excepts to the order of Court, and bill of exceptions sealed to Relator. Per curiam (Sed paper filed to writ petition)

Mullin & Woods, Kane, Pa. Thomas F. Kibbort 21	William D. Coulter vs. The Pennsylvania Railroad Company Issued Oct. 9, 1925.		Summons in Trespass Returnable to next term. Writ returned: Served the within summons on the Pennsylvania Railroad Company on Oct. 14, 1925 by handing a true and attested copy of the writ to W.H. Wilcox, agent of said company in the City of Titusville, Pa., and making contents of same known to him. So answers H.B. Gutshall, Shff. Nov. 9, 1925 Statement of claim filed, and service accepted by S.Y. Rossiter, Esq. On Trial List for 1st Monday of Jan. 1926 No. 15 Continued On Trial List for 1st Mon. 2 Mar 1926 at No. 10 "Settled"
		#	
	Tax & writ (Attys paid)	2.00	
June 23 1926 Rec'd of Deft Eighteen and 65/100 Dollars costs in this case V.L. Greeley Pro	Shff Gutshall	8.40	
	Pro. Greeley	5.25	
	atty	3.00	
June 23 - 1926 - Received of V.L. Greeley $5.00, docket fee and advanced filing fee. Thomas F. Kibbort F.C. Kibbort			
June 23. 1926 Received from Pro Greely $8.40 in my costs H.B. Gutshall			

NOVEMBER TERM, 1925

Mullin & Woods, Kane Pa
Thomas F. Kiebort
22
S. Y. Rossiter

June 23 1926 Rec'd of Dept Eighteen and 66/100 Dollars costs in the case
V. L. Greeley Pro.

June 23, 1926. Received of V. L. Greeley $5.00, docket fee and advanced costs.
Thomas F. Kiebort
F. C. Kiebort

June 23. 1926
Received $8.48 my costs from Pro. Greely
T. B. Kirkpatrick

Ella M. Coulter
vs.
The Pennsylvania Railroad Company
Issued Oct. 9, 1925.

Jay twist (Atty's paid)	2.00
Shff. Kirkpatrick	8.48
Pro. Greeley	5.25
atty	3.00

Summons in Trespass
Returnable to next term.
Writ returned: Served the within summons on the Pennsylvania Railroad Company on Oct. 14, 1925, by handing a true and attested copy of the writ to W. A. Wilcox, Agent of said company in the City of Titusville, Pa., and making known to him the contents thereof.
So answers T. B. Kirkpatrick, Shff.
Oct. 17, 1925. S. Y. Rossiter, Esq. appears for dependant. (See paper filed)
Nov. 9, 1925, Statement of claim filed and service accepted by S. Y. Rossiter, Atty for Defts.
On Trial List for 1st Monday, Jan. 1926 No. 16
Continued by consent.
On Trial List for 1st Mond. Mar. 1926 at No. 11
"Settled".

Donald L. Thompson
23
Attys P. Bates
Oct. 19, 1925

George N. Ott
vs.
Eli Mihailov and
Mary Mihailov
Issued Oct. 12, 1925

Jax & writ (Plff's fee) $ 2.00
Shff. Butchall 6.30

Summons in Assumpsit, Returnable to first Monday of November, 1925.

Oct. 12, 1925 Plaintiffs statement of claim filed and two copies certified to Sheriff.

Writ returned: Served the within summons together with plaintiffs statement of claim on the within named Eli Mihailov and Mary Mihailov on Oct. 13, 1925, by handing to each of them true and attested copies of each, and making known to each of them the contents thereof. So answers

H.B. Butchall, Sheriff.

Oct. 21, 1925 Affidavit of defense filed.

Oct. 29, 1925 - Received from pffs. attys. six and 30/100 Dollars ($6.30) my costs.

H.B. Butchall Sheriff

NOVEMBER TERM, 1925

J. A. Boland & 2nd T. L. Boland	Ben Skelton vs Joseph Rogowski Entered Oct. 13, 1925 Tax & entry (Deft. pd) $ 1.50 Costs on Trans. 9.60	Appeal by Deft. from Judgment of Clark L. Bole, Esq., Justice of the Peace.

Thomas & Kiebort
25

May 13 1926 Rec'd of Deff by atty Twenty and 30/100 Dollars Shff & Postage costs
V. L. Greeley Pay

May 13" 1926 Rec'd of Pro. V. L. Greeley $10.45 Ten and 45/100 Dollars my costs.
Chas H. Jones
Pa. Shff.
Sheriff

Mildred M. Keim
vs.
Kenneth Keim
Issued Oct 14, 1925

Tax (split 10-15-25)	atty paid	3.00
Shff. Cutshall		1.85
Shff. Jones-alias		1.85
Shff. Jones-proc		6.75
Pro. Greeley		9.85
Atty		3.00
F. L. Boland, Master	Pd to master	25.00

Subpoena in Divorce.
And now, Oct. 14, 1925, Subpoena awarded, Returnable to first Monday of December next.
(Signed) Thos. J. Prather, P.J.
And now, Dec. 7, 1925 Subpoena in Divorce returned, the within named, Kenneth Keim not found in my bailiwick.
So Answers, H. B. Cutshall
Sheriff
December 18, 1925 Alias Subpoena in Divorce issued, Returnable to First Monday of February 1926.
Alias subpoena returned, Feb. 1, 1926.
The within named Kenneth Keim cannot be found in my bailiwick.
So answers Chas. H. Jones, Shff
Feb. 8, 1926 Order issued for proclamation by Sheriff; returnable to first Monday of April next.

And now, April 5, 1926, 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
Chas. H. Jones, Sheriff.

And now, April 5, 1926. Fred L. Boland, Esq., is appointed Master (See paper filed) Com. issued. By Hon. Thos. J. Prather, P.J.
May 13, 1926. Testimony and report of Master filed.
On Argt. List for May 31, 1926, No. 17.
July 6, 1926. After due consideration, a divorce is decreed as prayed and at costs of respondent. Per Curiam

Decree: And now, to-wit: July 6, A.D. 1926 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 M. Keim be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her the said Mildred M. Keim the libellant and the said Kenneth Keim 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

26

Grange National Bank of Spartanburg, Semia
vs.
Berry Gannon
Entered Oct. 16, 1925

Geo. Greeley 10-30-25 paid $ 2.25
Original costs:
Pdy 2.00
Atty H. L. Thomas 3.00

Octo 250 September Term, 1920
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 Plff. and against defendant with all the waivers and conditions contained in the original judgment note, for the sum of Twenty-five hundred Dollars, being the amount of debt, interest and costs now due on the original judgment. Dated Oct 15, 1925

Debt $ 2500.00
Int. from Oct 24, 1925

Judgment
V. L. Greeley, Geo.

Gp. 153

Am Sci Fa No 36 Nov Term 1930

J. E. Bossard
27

Sadie Hunter
vs.
Sherman Hunter
Issued Oct. 16, 1925

	#	
Jax twrt (Atty pd)	3.00	
Shff. Gutshall (paid to Shff.)	2.85	
S. A. Culbertson, Master pd	25.00	
Bro. Greeley 2-11-26 paid	7.85	
Atty	3.00	

Subpoena in Divorce.
And now, Oct. 15, 1925 Subpoena awarded Returnable to the first Monday of December, 1925
(Signed) Thos. J. Prather, P. J.
Subpoena returned: Served the within subpoena in divorce on the respondent personally, on the 16th day of October, 1925, 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 N. B. Gutshall, Shff.
And now, February 1, 1926 upon motion in open Court Stuart A. Culbertson, Esq., is hereby appointed Master in the above entitled case.
By the Court Thos. J. Prather, P. J.
(See paper filed) Com. issued.

Feby 11 1926 Testimony and Report of Master filed.
On Argument List for Feb. Term, 1926, No. 22.
Now, March 12, 1926, After due consideration, a divorce is decreed as prayed, and at cost of respondent Per Curiam
Decree: And now, to-wit: Mar. 12, A. D. 1926 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 Sadie Hunter be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her the said Sadie Hunter the libellant, and the said Sherman Hunter the respondent.
And that thereupon all and every the duties rights and claims accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage shall cease and determine and the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married.
Per Curiam

J. A. Bolard
28

J. J. Hurley
vs
David Wilhelm
Entered Oct 17, 1925

Pro. Greeley (Deft. pd)	#	2.25
Atty		3.00
Plff. on orig.		1.50

Of No. 259 September Term, 1920.
Amicable Scire Facias sur Judgment
It is agreed that the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally, on the defendant by the Sheriff of said county, and duly so returned;
And that a judgment be entered thereon, in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Three hundred Dollars, being the amount of debt, interest and costs now due on the original judgment
Dated Oct 16, 1925.

Debt # 300.00
Int. from Oct 19, 1925
Judgment
V. L. Greeley, Pro Thy

W page 233

Feb 13, 1928 Received of Plff $3.25 being Atty's fee and
V. L. Greeley, Pro
2/16/1928 Rec'd of Pro
$3.00 docket fee
J. A. Bolard

Feb. 13, 1928. Received satisfaction in full of above judgment debt, interest & costs
J. J. Hurley

Thomas & Hiebert
29

Roy D. Alexander
vs.
Lyle Richardson,
Floyd Richardson
and Merle Tuttle
Issued Oct. 19, 1925

	#
Jat & writ (Plff. paid)	3.00
Shff. Cutshall	2.25
Pro Grieby	1.00

Replevin for six cows, described as follows: three of said cows are black and white without horns; two of said cows are blue and white, more white than blue without horns, and one brown cow with two white hind feet, without horns. All of said cows in milk, and one cowbell attached to one of the cows. The property right of the plaintiff in said cows is of the value of $250.00. Returnable to nett term.

Oct. 19, 1925. Affidavit of value of property filed.

Oct. 19, 1925 Plaintiffs bond in penal sum of $500.00, with Nelson Alexander, Burt D. Scott and E. B. Eaton as surety, approved and filed.

And now Dec 11, 1925 writ returned, not served by order of Plaintiffs attorneys
No Answers H. B. Cutshall
Sheriff.

Dec 30 1925- Rec'd of Plffs attorney Three and 25/100 Dollars being Shff & Proctup costs
V. L. Grieby Pro

Dec. 30 1925
Received from Pro. Grieby
$2.25 my costs
H. B. Cutshall Shff

This case settled and discontinued of record.
Thomas & Hiebert,
Attys for Plaintiff

Francis J. McClintock
30

Patrick H. Gibney
vs.
William J. Decker and
Emma A. Decker,
husband wife.
Issued Oct. 19, 1925

Pro. Greeley	10-21-25 # paid.	2.25
Shff. Leatherhall		- - -
Pro. Greeley, since (pd Nov. 13/25)		1.25
Atty		3.00
Original Costs:		
Tax Certificate - paid -		1.50
Atty - paid -		3.00
Costs on Sci. Fa. - paid 12/31		31.70

July 10, 1942, Paid Francis J. McClintock, Esq., $3.00 docket fee by check #1199.
P. D. S.

Of No. 91 November Term, 1920
Scire Facias to revive and continue the lien of judgment in above case Returnable to next term.

Writ returned to Pro. Greeley, Oct. 22, 1925, not served by order of plaintiffs attorney.
So answers, A. B. Leatherhall, Sheriff
October 28, 1925, Amicable Sci. Fa. and confession of judgment filed and entered, to wit:-

"And now, September 30, 1925.- It is hereby agreed that an Amicable action to revive the above stated judgment, entered in the Court of Common Pleas of Crawford County to No. Term, 1925, with same effect as if a writ of Scire Facias had been regularly issued therein, and duly returned Served personally on the defendant and the Prothonotary be hereby authorized and required to enter judgment of revival herein in favor of the plaintiff, against the defendants, for the sum of Two Thousand Fifty Dollars ($2050.00), so as to continue the lien of the above judgment upon the real estate of the defendant, for another period of five years, with costs of suit, and release of errors."
Witness our hands this 20th day of October, 1925.

(Signed) Patrick H. Gibney (L.S.)
William J. Decker (L.S.)
Emma A. Decker (L.S.)

(See paper filed Oct. 28, 1925)

Debt # 2050.00
Int. from
Judgment, Oct. 28, 1925.
D. L. Greeley, Prothy

D. Dkt. p. 168-168.

Fi. Fa. to No. 8 Feb. Term, 1931, to collect $50.00 principal & $20.00 interest.

July 10, 1942, The above Judgment was assigned to Meadville Production Credit Association of Meadville, Pa. (See Paper filed)
July 10, 1942, This judgment satisfied. (See paper filed)

Otto Kohler

31

Jamison Cold Storage Co., a corporation, vs. Maple Leaf Creamery Co., a copartnership, consisting of J. B. Smyth, Harmon B. Smith and F. B. Shanklin

Issued Oct. 19, 1925

Tax & writ (Atty pd)	#	2.00
Shff. Butshall		7.20
Jury fee		4.00
Pro. Speeley 2-9-27 pd		9.85
Atty		3.00

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

Oct. 19, 1925 Statement of claim filed, and 3 copies certified to Sheriff.

Writ returned: Served the within summons together with plaintiff's statement of claim on Maple Leaf Creamery Company by handing a true and attested copy of each to Harmon B. Smith on Oct. 19, 1925, J. B. Smyth on Oct. 20, 1925, and F. M. Shanklin on Oct. 26, 1925, and making known to each of them the contents thereof.

So answers H. B. Butshall, Sheriff.

Nov. 6, 1925. Affidavit of defense filed.

And now, Nov. 10, 1925, Plff. by attorney enters a rule for judgment for want of a sufficient affidavit of defense.

(See paper filed)

On Argt. List for Nov. Term, 1925. No 13.

Dec 16 1925. Rule for depositions with interrogatories filed.

~~And now, Jan. 4, 1925. Jury selected and sworn as follows:~~ Empld
~~1- Archie Masters, 2 Irvin Berry, 3 J. R. Work, 4 Victor Bentley, 5 Lloyd Wood, 6 Clarence Noel, 7 Harry Yocum, 8 Mrs. John Mead, 9 Mrs. Sadie Baker, 10 George Swoger, 11 Perry E. Artman, 12 O. N. Davis: Twelve good and lawful men.~~ On Trial List for 1st Mon of Jan. 1926 No. 21.

~~Jan. 4, 1926. Agreement of counsel for disposing of cause filed.~~

And now, January 5, 1926, Jury selected and sworn as follows:
1- Webster Kelly, 2 M. E. Barton, 3 Fred Grindaker, 4 Mrs. Sadie Oakes, 5- Mrs. Margaret Waid, 6. John C. Hunter, 7 W. S. Zehring, 8- Mary A. Leberman, 9- Elizabeth Mays, 10 Harry A. Kunz, 11 Mrs. Clara E. Thomas, 12- Mrs. Katherine Kellogg- Twelve good and lawful persons, who upon their solemn oaths which they have taken, say, same day, they find for the plaintiff in the sum of Six Hundred ~~five~~ thirteen Dollars. (#605.13) Corp. p. 157; Sm. pp. 239-238; Sh. p. 203.

605.13

Debt

Int. from Jan. 5, 1926

Judgment on Verdict Jan. 11, 1926

Corp 157 Sm 239 p 238 Sh 203.

W. L. Speeley, Prothy.

Fi Fa 71 Feby Term 1926

And now, to wit, January 16, 1926 upon a hearing and consideration of the above affidavits, Rule to show cause granted why the levy on the execution based on the judgment in the above entitled case, should not be set aside so far as it relates to the personal property of said petitioners. Lien of levy to remain. The granting of this rule in no wise to affect the procedure with reference to certain goods now in storage with the Betts Company either already begun or in contemplation, with right to plaintiffs to have said goods returned without prejudice; and if so returned, only to apply on said judgment for this net salvage value. Per Curiam (See paper filed)

Jan. 7, 1926. Recd from Plffs. Atty $4.00 Jury fee.
W. L. Speeley, Pro.

Recorded continued on page 392.

NOVEMBER TERM, 1925

Otto Kohler 32	R. H. Thompson Co., a corporation vs Messenger Printing Co., a corporation. Issued Oct. 20, 1925 Tax twist (Atty pd) # 2.00 Shff. Gutshall	Summons in Assumpsit, Returnable to first Monday of November next. Oct. 20, 1925. Statement of claim filed and copy certified to Shff. This case settled. Oct. 29 1925 Otto Kohler Atty

S. R. Miller
33

Mary L. Cottrell
vs.
Herbert R. Chapin
Entered Oct. 20, 1925

Pro. Greeley (Atty) pd $ 2.25
Atty 3.00
Original Costs:
Atty S. R. Miller 9.50

Of No. 10 November Term, 1921
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 Three hundred Dollars, being the amount of debt, interest and costs now due on the original judgment.

Dated Oct. 3, 1925.

Debt $ 300.00
Interest from Oct. 27, 1925

Judgment.
V. L. Greeley, Prothy.

B. page 34.

NOVEMBER TERM, 1925

Thomas & Thomas

3-4

Commonwealth ex rel.
Genevieve Hunes
vs.
Roy Hunes,
Harrison Hunes and
Myrtle Hunes.
Issued Oct. 24, 1925

Pro. Greeley (Atty. pd) # 2.00
Shff. Gotshall 10.20

Dec. 20 1924
Received from Roy Hunes
$10 in pay costs
H.B. Gotshall

Habeas Corpus for the custody of Linford Hunes, aged two years, son of relator and respondent Roy Hunes.

And now, Oct. 24, 1925, upon consideration of the within, it is ordered that writ issue as prayed for. Returnable and for hearing on Wednesday the 4th day of November, 1925, at two o'clock P.M.

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

Writ returned: Served the within writ on Harrison Hunes and Myrtle Hunes on Oct. 30, 1925, by handing to each of them a true and attested copy of the writ, and making known to each of them the contents thereof.

So answers H.B. Gotshall, Shff.

Nov. 4, 1925. Answer of respondents filed.

Now, Nov. 4, 1925. After hearing testimony and after due consideration, the averments of the petition are deemed as proved and established, and the custody of the said Linford Hunes is hereby awarded to the mother, the petitioner, Genevieve Hunes. Court costs to be paid by respondent; no witness costs to be taxed as part of said costs. It being understood and directed that the parents and grandparents, maternal and paternal shall have full opportunity at all reasonable times to have the company of said Linford Hunes and Lucile Hunes, the other child of parties hereto, at their respective houses at such reasonable times, if so desired.

(See back of petition)

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

NOVEMBER TERM, 1925

Albert L. Thomas — 35

Jan 7 1926 Rec'd of Plffs atty Nine and 35/100 Dollars Costs in this case
V. L. Greeley Pro

Jan 8, 1926, Rec'd of Pro. Greeley $3. docket fee in this case.
Albert L. Thomas
By F. C. K.

Jan 8-1926 Rec'd of Pro Greeley $9.60 Dollars My Costs
H. B. Cutchall Sheriff
O.K.P.

The Springs National Bank of Bainbridge Springs, Pa.
vs
Charles T. Smith
Issued Oct. 24, 1925

	#
Pro. Greeley	2.25
Pro. Greeley	1.25
Atty	3.00
Shff Cutchall	2.60
Sat	.25

Of No. 47 November Term, 1920
Scire Facias to revive and continue the lien of the above judgment, Returnable to next term.
Now November 9, 1925 Writ returned, nihil habet, as to Charles T. Smith: So Answers
H. B. Cutchall, Sheriff.
Nov. 4, 1925, Amicable Scire Facias and confession of judgment filed.
"It is agreed That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment, with the same effect as if the Scire Facias had been served personally on the defendant by the Sheriff of said county, and duly so returned; and that ja judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note for the sum of Four hundred ninety-seven and 26/100 Dollars, being the amount of debt, interest and costs now due on the original judgment. (See paper filed)

Debt $497.26
Int. from Oct. 24, 1925
Judgment
Sm. p. 211.
V. L. Greeley, Prothy

Now Jan. 7, 1926, received satisfaction in full of this Judgment, debt, interest and costs and the Prothonotary is directed to satisfy same of record.
Albert L. Thomas, Atty for Plaintiff
By F. C. Krebert

NOVEMBER TERM, 1925

36.

First National Bank of Cambridge Springs, Pa.
vs
Lacy Brown,
Addison Brown and
R. L. Brown
Entered Oct. 26, 1925

Pro. Greeley (paid) $ 2.25
Bkpp. on orig. 1.50

Note: $2.25 of costs are included in Debt.

Of No. 119 November Term, 1920.
Amicable Scire Facias sur Judgment.

It is agreed that the Prothonotary of said court enter an Amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendants by the Sheriff of said county, and duly so returned; and that a judgment be entered thereon in favor of plaintiff and against the defendants, with all the waivers and conditions contained in the original judgment note, for the sum of Five Hundred two $25/100 Dollars, being the amount of debt, interest and costs now due on the original judgment.

Debt $502.25
Int. from Oct 14, 1925

Judgment
W. L. Greeley, Pro.

Bk. pp. 191-166-166

Feb 1, 1928. Release of lien granted by plaintiff on above on Seventeen and three fourths acres of land in Rockdale Twp Crawford County, Pa. For boundaries and description see paper filed at No 38 Nov. Tr. 1925

Oct. 21, 1930. Amicable Sci. Fa. to No. 52 Nov. Term, 1930.

37

First National Bank of Cambridge Springs, Pa.
vs.
Lacy Brown,
Addison Brown 2nd
R. L. Brown
Entered Oct. 26, 1925

Geo. Greeley (paid) $ 2.25
Sff. on Judgt 1.50

Note: $2.25 of costs are included in debt.

Of No. 120 November Term, 1920.
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 upon the defendant by the Sheriff of said county, and duly so returned, and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Five Hundred two and 25/100 Dollars, being the amount of debt, interest and costs now due on the original judgment.

Debt $ 502.25
Int. from Nov. 1, 1925

Judgment
V. L. Greeley, Pro.

Bk. 191, 166, 166.

Feb. 1, 1928 Release of lien granted by plaintiff on above judgment on seventeen and three fourths acres of land in Rockdale Twp. Crawford County, Pa. For boundaries and description see paper filed at No. 38 Nov. Tr. 1925.

Oct. 21, 1930. Amicable Sci. Fa. to No. 52 Nov. Term, 1930.

NOVEMBER TERM, 1925

38

First National Bank of Sandridge Springs, Pa.
vs.
Lacy Brown,
Addison Brown 2nd
R. L. Brown.
Entered Oct. 26, 1925

Geo. Greeley (paid) # 2.25
Clyp on original 1.50

Note: #2.25 of costs are included in lien.

Of No. 121 November Term, 1920.
Amicable Scire Facias sur Judgment.

It is agreed That the Prothonotary of said court enter an Amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said county and duly returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendants for the sum of Five hundred two and 25/100 Dollars, being the amount of debt, interest and costs now due on the original judgment.

Debt # 502.25
Int. from Oct. 14, 1925

Judgment
Br. pp. 191, 166, 191.
V.S. Greeley, Pro.

Feb. 1, 1928. Release of lien granted by plaintiff on above judgment on Seventeen and three fourths acres of land in Rockdale Twp., Crawford County, Pa. (For boundaries and description (See paper filed) pt 7

Oct. 21, 1930. Amicable Sci Fa to No. 52 Nov. Term, 1930.

NOVEMBER TERM, 1925

39

J. A. Madigan, now use of N. W. Johnson.
vs
Roy M. Roberts and Mrs. May Roberts
Entered Oct. 30, 1925
Pro. Greeley (Atty Pd) 2.25

Of No. 57 November Term, 1920.
Amicable Scire Facias sur Judgment.

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

Dated Oct. 29, 1925.

(Signed) Roy M. Roberts (Seal)
Mrs. May Roberts (Seal)

Signed, Sealed and Delivered in the presence of (Signed) H. S. Litwiler.

Debt # 200.00
Int. from Oct. 30, 1925.
Judgment
D. L. Greeley, Prothy.

R. pp. 144 & 146.

June 28, 1926. Recind satisfaction of this judgment debt, interest and costs. And the Prothonotary is directed to enter satisfaction of the same.

N. W. Johnson

NOVEMBER TERM, 1925

Curtis L. Webb

40

Thomas & Thomas, for defendants Nov. 5th, 1925.

Harry D. Burton and Helen M. Burton

vs.

Horace W. Power, Landlord, and G. W. Ingols, Constable.

Issued Oct. 30, 1925.

Jax & writ (Sheff. pd) 3.00

Sheff. Cutchall,

Replevin for goods and personal property taken under destraint as per schedule and list thereof filed; Returnable to next term.

Value of goods $2100.00

Amount of the rent claim 700.00

Oct. 30, 1925 Affidavit as to value of property filed.

Oct. 30, 1925 Plaintiffs bond, with E.L. Sweeney and First National Bank and C. H. Thompson, as sureties, in the penal sum of $1400.00, approved and filed.

And now Dec. 11, 1925 - Replevin returned Served the within Replevin on the within named Horace W. Power, Landlord, and G. W. Ingol, Constable on Oct. 31, 1925 by handing to each of them a true and attested copy of the within Replevin, and making contents of same known to them. So Answers

H. B. Cutchall, Sheriff

NOVEMBER TERM, 1925

Curtis L. Webb	Harry D. Burton and Helen M. Burton vs. Horace W. Power	Summons in Trespass Returnable to next term.
41		Writ returned: Served the within
Thomas & Thomas Nov. 4, 1925		summons on the within named
	Issued Oct. 30, 1925	Horace W. Power on Oct. 30, 1925 by
		handing to him a true and attested
	Tax & writ (Plff. paid) 2.00	copy of the writ and making
	Shff. Cutshall 7.40	known to him the contents thereof.
		So answers H.B. Cutshall, Shff.

NOVEMBER TERM, 1925

X

Charles B. Steigner ✓
42

Dane M. Bly
vs.
✓ Elsie Seamans Bly
Issued Nov. 2, 1925

	#
Jax + writ (paid)	3.00
Shff. Cutshall	1.85
Shff. Jones-alias	1.85
Shff. Jones-proc.	6.50
Pro. Greeley	9.85
No. Thompson, Master, pd to master	25.00
Costs at No. 33 May Tr. 1925:	
Jax + writ-Pltff pd #	2.00
Shff. Cutshall	9.95
Pro. Greeley	2.00
Atty	3.00

Subpoena in Divorce
And now, Nov. 2, 1925, Subpoena awarded, Returnable first Monday of December next.
(Signed) Thos. J. Brother, P.J.

And now, Dec 7, 1925 Subpoena in Divorce returned the within named Elsie Seamans Bly, not found in my bailiwick. So Answers H. B. Cutshall Sheriff

Dec. 23, 1925 Alias Subpoena in Divorce issued, Returnable 1st First Monday of February 1926.

Alias subpoena returned: Feb. 1, 1926. The within named Elsie Seamans Bly is not found in my bailiwick.
So answers Chas. H. Jones, Shff
(See appr. of March 11, 1926, on writ)

March 11, 1926 Order issued for publication of Sheriffs proclamation, returnable to first Monday of May next.

And now, May 10, 1926.- I have made proclamation in the above entitled case according to law, and caused the same to be published in the Somerset Daily Breeze, a newspaper printed within my bailiwick, for four weeks successively prior to return day thereof, as per copy of said proclamation and proof of publication thereto attached.
So answers, Chas. H. Jones, Sheriff.

And now, May 10, 1926, Don C. Thompson, Esq. was appointed Master in this case. By Hon. Thos. J. Brother, P.J. (See paper filed) Com. issued.

May 14, 1926, Testimony and report of Master filed.

On Arg. List for May Term, 1926, No. 18.

July 6, 1926, After due consideration, a divorce is decreed as prayed. Per Curiam.

Decree: And now, to-wit July 6, A.D. 1926 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 Dane M. Bly be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between him the said Dane M. Bly, the libellant, and the said Elsie Seamans Bly the respondent.

And that thereupon all and every the duties rights and claims accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage, shall cease and determine; And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married.

Per Curiam

May 18, 1926 Rec'd of Pltff by atty Thirty two dollars Shff & Prothys costs
V. L. Greeley Pro

May 18, 1926.
Rec'd of V. L. Greeley, Pro. Eight and 35/100 dollars $8.35 my costs in within writ -
By Dep. Chas H. Jones Sheriff

May 18, 1926
Received $11.80 my costs from Sheriff Jones.
H. B. Cutshall Ex Shff

NOVEMBER TERM, 1925

Thomas & Kiebort
43

Nov 23 1926. Rec'd of Deff by attorney Twenty and 30/100 pollars
U. L. Greeley Pro

Nov 23 1926 Rec'd of Pro Greeley Ten and 45/100 Dollars my costs
Chas H Jones

Nov. 23, 1926
Received from Sheriff Jones $1.85 my costs
H B Cutshall

Hazel Frisbee
vs.
Miles Frisbee
Issued Nov. 2, 1925

	#
Tax & writ (paid)	3.00
Shff. Cutshall	1.85
Shff. Jones-alias	1.85
Shff. Jones-prec.	6.75
Roy S. Peters, Master (paid)	25.00
Geo. Greeley	9.85
Atty	3.00

Subpoena in Divorce.
And now, Nov. 2, 1925, subpoena awarded Returnable to the first Monday of Dec. 1925. (Sgd) Thos. J. Brather, P.J.
And now, Dec. 7, 1925, Subpoena in Divorce returned, the within Miles Frisbee not found in my bailiwick
So answers H. B. Cutshall
Sheriff.
Dec. 30, 1925, Alias subpoena in divorce issued: Returnable to First Monday of February 1926.
Alias Subpoena returned Feb. 1, 1926:- The within named Miles Frisbee cannot be found in my bailiwick.
So answers Chas. H. Jones, Sheriff
Feb. 8, 1926. Order issued for proclamation by Sheriff; returnable to first Monday of April next.
And now, April 5, 1926, I have made proclamation in the above entitled case, and caused the same to be published in The Coshocanton Times, Coshocanton, Pa., a newspaper printed within my bailiwick, for four weeks successively, prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached.
So answers Chas. H. Jones, Sheriff.
April 26, 1926 Roy S. Peters, Esq. is appointed Master. By Hon. Thos. J. Brather P.J.
(See paper filed) Com. issued.
Nov. 10, 1926 Testimony and report of Master filed.
On Arg't. List for Nov. Term, 1926. No. 9.
Now, Dec. 29, 1926, After due consideration, a divorce is decreed as prayed at cost of respondent. Per Curiam.

Decree- And now, to-wit: Dec. 29, A.D. 1926, 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 Frisbee be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Hazel Frisbee the libellant, and the said Miles Frisbee, the respondent.

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

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

(See paper filed)

Thomas & Kiebort
H H

Jan 7 1926 Rec'd of Sheff by atty Ten and 20/100 dollars Sheff & Prothy costs
T. E. Greely Pro

Jan. 7, 1926
Received from Pro. Greely $2.85 my costs
H B Kutshall Sheriff

April 23, 1926,
Received from George Dewey the sum of $41.70 being the plaintiffs costs on this proceeding
Emma Belle Dewey.

Emma Belle Dewey
vs.
George Dewey
Issued Nov. 2, 1925

	#
Tax & writ (paid)	3.00
Shff. Kutshall	2.85
J. E. Bossard, Master	25.00
Pro Greely mileage	7.85
atty	3.00

Subpoena in Divorce
And now, Nov. 2, 1925, subpoena awarded Returnable to the first Monday of Dec 1925.
(Signed) Thos. J. Brather, P.J.

Subpoena rec'd. Served the within subpoena in Divorce on the Respondent personally, on the 7th November, 1925, 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.

And now, Dec. 7, 1925, J. E. Bossard Esq. is appointed Master.
(Signed) Thos. J. Brather, P.J.

(See paper filed) Com. issued.

Feby 11 1926 Testimony and Report of Master files
On Argument List for Feb. Term, 1926, No. 23.

Now, March 12, 1926, After due consideration, a divorce is decreed as prayed, and at cost of respondent. Per Curiam.

Decree And now to wit; March 12 A. D. 1926 this cause came on to be heard on libel, subpoena, subsequent proceedings and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true it is by the Court ordered, adjudged and decreed.

That the said Emma Belle Dewey be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Emma Belle Dewey the libellant, and the said George Dewey the respondent.

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

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

NOVEMBER TERM, 1925

W. J. Sirdevan
45
Thomas v Thomas
McGill & McGill
attorneys for Respondent
Apr. 17, 1926
V. L. Gro.

Howard E. Bull
vs.
Charline H. Bull
Issued Nov. 2, 1925

	#
Jay Twick (Pd Dec. 7, 1925)	3.00
Shff. Cutshall	1.85
Shff. Jones-alias	1.85
Master "Paid"	25.00
Pro Greuley	13.50
atty	3.00

Subpoena in Divorce with custody of minor children - Howard E. Bull Jr. and Edna Louise Bull.
And now, November 2, 1925, subpoena awarded, Returnable to first Monday of December, 1925.
(Signed) Thos. J. Prather, P.J.

And now, Dec. 7, 1925 Subpoena in Divorce returned, the within named Charline H. Bull, not found in my bailiwick.
So answers H. B. Cutshall
Sheriff.

Jan. 9, 1926. Alias subpoena in divorce issued, returnable to next term.

Alias subpoena returned Feb. 8, 1926: The within named Charline H. Bull is not found in my bailiwick.
So answers Char. H. Jones, Sheriff.

And now, April 26, 1926, Petition of respondent presented in open Court, and upon consideration thereof, a rule is granted upon libellant to show cause why an order should not be made and entered for him to pay to respondent alimony pendente lite, and a reasonable amount for counsel fees and other expenses necessary to the making of her defense in said case, returnable to the next argument list. Ten days notice thereof to be given libellant or his attorneys of record, and proceedings to be stayed until this rule should have been disposed of.
(See paper filed) Per Curiam.

Sur petition of respondent: And now, April 26, 1926, upon consideration of the within, it is ordered that libellant file and serve upon respondent or one of her attorneys 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 times and places of said acts and circumstances complained of and upon which libellant relies.
(See paper filed) Per Curiam.

Sept. 13, 1926, Answer of libellant to petition for alimony and counsel fees, filed.
Sept. 13, 1926, Libellants bill of particulars filed.
On Arg. List for Nov. Term, 1926, No. 4
Now, Nov. 22, 1926, Libellant is ordered to pay to respondent or to her attorney, for counsel fees #50.00 Fifty Dollars; all proceedings stayed in the meantime. Per Curiam.

Jan. 10, 1927, Answer of respondent filed.
And now, Feb. 10, 1927, Don C. Thompson, Esq., is appointed Master in this case. (See paper filed) By Hon. Thos. J. Prather, P.J.
Feb. 18, 1927, Testimony and report of Master filed, and same day, report approved by the Court.
~~Same day~~ Feb. 17, 1927, Rule on respondent to show cause why a decree in divorce a vinculo matrimonii should not be granted. (See paper filed)
Feb. 18, 1927 Service of rule accepted by McGill & McGill, attys for respondent. (See paper filed)

Feby 17 1927 Rec'd of Pff by atty Sweeten and 20/100 Dollars Shff & Proctgs costs
V. L. Greuley Pro

Feby 17, 1927. Recd of Pro. V. L. Greuley 1.85 - my costs
Chas H Jones
Sheriff

Feb. 17, 1927
Received $1.85 my costs from Pro. Greuley
H. B. Cutshall

And now, Dec 2, 1926, Recd of Libellant $50, atty fee per order of Court.
Thomas v Thomas
atty.

Continued on page 380.

Leland J. and Stuart A. Culbertson
46

Lena M. Atkin
vs.
Don T. Atkin
Issued Nov. 2, 1925

	#
Jay & writ (Plff. pd)	3.00
Shff. Gutshall	1.85
Shff. Gutshall-alias	1.85
Shff. Jones - Proc.	6.75
A.D. Andrews, Master, paid to Master	25.00
Pro. Greeley	9.85
Atty	3.00

Subpoena in Divorce and for custody of minor child, Nelson Atkin
And now, Nov. 2, 1925 subpoena awarded, Returnable to first Monday of Dec. 1925. (Signed) Thos. J. Prather, P. J.
Subpoena returned. Dec. 7, 1925, the within named Don T. Atkin not found in my bailiwick. So answers H. B. Gutshall, Shff.
Dec. 7, 1925, Alias subpoena in divorce issued, returnable to first Monday of February.
Alias Subpoena returned Feb. 1, 1926. The within named respondent, Don T. Atkin, is not found in my bailiwick.
So answers Chas. N. Jones, Sheriff.
Feb. 1, 1926. Order issued for publication of Sheriffs proclamation, returnable to first Monday of April next.
And now, April 5, 1926, 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 Chas. N. Jones, Shff.
March 1, 1926. Dickson Andrews, Esq., is appointed Master. (See paper filed) Com. issued. (Signed) Thos. J. Prather, P. J.
May 7, 1926. Testimony and report of Master filed.
On Arg. List for May Term, 1926, No. 19.
July 6, 1926. After due consideration a divorce is decreed as prayed, and at cost of respondent. Per Curiam.
Decree. And now to wit; July 6, A. D. 1926, 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 Lena M. Atkin be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Lena M. Atkin the libellant, and the said Don T. Atkin, 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.

June 4 1926 Rec'd of Plff by atty Twenty and 30/100 Dollars Shff & Prothy Costs
U. L. Greeley Pro

June 4 1926 Rec'd of Pro Greeley Ten and 45/100 Dollars my costs
Chas. N. Jones.
Sheriff

Otto Kohler 47	C. A. Kurtze vs. A. D. Burton Issued Nov. 3, 1925. Tax & writ (Atty's pd) $ 2.00 Shff. Cuthall	Summons in Assumpsit Returnable to the day preceding the last day of next term. Nov. 3, 1925. Statement of claim filed. And now, Dec 10, 1925, Summons and Statement of Claim not served, Returned as per order of Plaintiff's attorney So answers H. B. Cuthall Sheriff

Leland J. Culbertson
Stuart A. Culbertson
48
Arthur L. Bates
for Rule

Anna E. Benning
vs.
J. B. Smyth
Entered Nov. 3, 1925

	$
Tax & Pro. (paid)	3.50
Atty	3.00
Pro. S. on Rule	3.50

Amicable Action of Ejectment for lot on north side of Prospect Street in First Ward, City of Meadville.

Nov. 3, 1925. Confession of Judgment, aff. of plaintiff, and copy of agreement for sale of land, filed.

"By virtue of the power of Attorney contained in the Ejectment clause in an agreement for the sale of land, of which we certify the attached and foregoing to be a true copy, we enter an appearance in the Court of Common Pleas of Crawford County, Pennsylvania for the above named J. B. Smyth, and confess judgment against him and in favor of Anna E. Benning, for the premises described in the foregoing copy of agreement for the sale of land and for costs, waiving all stay and exemption laws.

(Signed) Leland J. Culbertson
Stuart A. Culbertson
Plaintiffs Attorneys

Jan 21 1928 Rec'd of W. J. McClintock atty Seventeen dollars as costs
V. L. Greeley Pro

Sm. page 239. Judgment
V. L. Greeley, Prothy.

Hab. Fac. Poss. to No. 82 Nov. Term, 1925, with clause of Fi. Fa.

And now, Nov. 11, 1925 Upon petition of J. B. Smyth presented in open Court, Rule to show cause is granted why the judgment in this case should not be opened and the writ of Hab. Fac. Poss. to set aside; proceedings stayed pending this rule; Returnable to 4th Monday of Nov. 1925. Per Curiam (See paper filed)

Nov. 14, 1925. Plaintiff's answer to rule to be filed.

On Argt. List for Nov. Term, 1925. No. 14.

Now, Nov. 25, 1925 In open Court and by consent of Counsel, rule discharged. Per Curiam.

Jan. 21, 1925 received costs on above case and I hereby authorize the Prothonotary to satisfy the same of record.

Leland J. Culbertson
Atty for Pl'ff.

NOVEMBER TERM, 1925

Donald b. Thompson ~ Hg	~ John Kaplisch. vs. ~ J. b. Hank and ~ A. B. Hank Entered Nov. 4, 1925 # Tax & entry (paid) 1.50 Costs on Trans. (Pltf. to pay Deft.) 9.80	Appeal by Defts. from Judgment of H. E. Rossell, J.P.

NOVEMBER TERM, 1925

L. E. Bordwell 50 Alexander and Clark	William B. Edwards vs. Warren National Bank, Administrator of the estate of W. W. Jamieson deceased Issued Nov. 5, 1925. Tax & writ (1/2 by atty) # 2.00	Summons in Assumpsit, Returnable to first Monday of Dec. next. Same day, Action indexed in judgment docket, see. leg. Corp. p. 157; J.D. p. 97. Dec 7 1925 J. M. Alexander and W. S. Clark of Warren Pa appear for the defendant. (See papers filed.)

NOVEMBER TERM, 1925

Leland J. Culbertson 3-8-29 V.L.G.

E. H. McArthur
51

Nelson Martin & Co.
vs.
D. O. Johnson
Issued Nov. 5, 1925

Pro. Greeley (atty fee) $2.25
Shff. Cutshall (Pd by atty) 7/26 2.40
Shff. Jones-alias (pd 1/19/29) 1.60
Pro. Greeley 3-8-29 pd 4.25
Atty 3.00
Orig. costs pd by Atty 1.75
Rec'd $11.00 costs adv. in above case. V.L.G. Mar. 8-1929.

Mch 8 1929 Recd of Dept D.O. Johnson Fifteen and 75/100 Dollars Costs + Sat in full
V. L. Greeley Pro

Of No. 240 February Term, 1920.
Scire Facias to revive and continue the lien of above judgment; Returnable to the first Monday of Dec. next.
Now Dec 7, 1925, Writ returned. Nihil habet, as to D. O Johnson.
So answers H. B. Cutshall
Sheriff
Feb. 12, 1926. Alias Sci. Fa. issued to revive and continue lien of judgment, returnable to first Monday of March next
Alias Sci. Fa. retd: Now, March 1, 1926 writ returned:- The within named D. O. Johnson cannot be found in my bailiwick
So answers Chas. H. Jones, Sheriff.
And now, January 25, 1929, On motion of Leland J. Culbertson, Esq., as attorney for plaintiff, judgment is entered in favor of plaintiff and against the defendant for want of an appearance, upon two returns of Nihil habet; and said judgment is liquidated at the sum of Eighty-two Dollars and ninety-three cents. (See paper filed)

Debt	$82.93
Attys Com. of 5% on $78.98	3.95
Int. from Jan. 25, 1929	

J. page 9. Judgment
V. L. Greeley, Prothy

March 8, 1929. above judgment paid & Prothy is directed to satisfy same of Record.

52	In the Matter of the Municipal Election for the year 1925 Entered Nov. 5, 1925 Bro. Greeley 35.00	And now, November 5, 1925 - It is ordered That Margaret Compton Myrtle W Shafer, John Schuler and J. Perry Eckles be and they are hereby appointed officers of this Court to assist in tabulation, 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 3d day of November A.D. 1925. Per Curiam Same day, Oath of assistants taken and filed in open Court.

Donald C. Thompson
53

Delma Brickner
vs.
Charles W. Cheetham and Grace I. Cheetham, defendants, and The Patrons Mutual Fire Insurance Association, and George C. Reitze, Secretary and Treasurer, Garnishees, with notice to the Insurance Commissioner of Pennsylvania.
Issued Nov. 7, 1925.

Taxstipt (prepaid)			2.75
Shff. Cuthall			4.60
Bro. Greeley			3.75
Atty	✓		3.00
Garnishees Atty		Pd.	10.00
Original Costs		✓	5.00

Of No. 300 September Term, 1925.
Attachment Execution,
Returnable to First Monday of Dec. next.
To attach all and singular the goods, chattels, rights, credits and moneys of Debts in the hands of The Patrons Mutual Fire Insurance Association George C. Reitze, Secretary and Treasurer thereof, and summon him as Garnishee and now Nov. 18, 1925, Writ returned Served the within attachment Execution on the within named, Grace Cheetham and Charles W. Cheetham, Defendants on Nov. 11, 1925, and on Geage C. Reitze, Garnishee, on Nov. 7, 1925 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. Cuthall
Sheriff.

Jan. 15, 1926. Interrogatories to Garnishee filed; And rule on Garnishee to answer within 10 days. Same day, Service accepted by John Scheler, Esq. Atty for Garnishee.

Jan. 25, 1926 Answer of Garnishee to Interrogatories, filed.

And now, to wit, February 11, 1926, On motion in open Court, judgment is granted against the said garnishee for the said judgment debt and costs. Per Curiam.

Same day, Judgment liquidated at the sum of Sixteen hundred Dollars and Seventy-five cents, with costs
(See paper filed) Debt. #1600.75
Int. from Feb. 11, 1926.
Judgment
V. L. Greeley, Prothy.
60 pp. 118.

And now, Feb. 11, 1926 Fee of Attorney for Garnishee is fixed at #10.00. Per Curiam. (See paper filed)

And now, to-wit: Feb. 18, 1926, Received the sum of Sixteen hundred and thirty-two Dollars and ten cents ($1632.10) (by check #2323 of Patrons mutual Fire Assn. on 60-411) in full of the judgment, debt, interest and all costs, as well on the above case as on the original judgment at #3.00 Sept. Term, 1925, and I direct the Prothonotary to mark this judgment and the original judgment as aforesaid, both satisfied of record.

Donald C. Thompson,
Atty. for Plaintiff.

Feby 19, 1926 Rec'd of Pffs atty Eight and 60/100 Dollars Shff & Prothy costs
V. L. Greeley Pro

Feb. 19, 1926 Received from Pro. Greeley $4.60 my costs
H. B. Cuthall

Affidavit for Patrons Mut. Fire Asso. and Geo. C. Reitze, Sec and Treas.
Nov. 24/25 John Scheler

X	Howard E. Bull vs Charline H. Bull	Record continued from page 379 of No. 45 November Term, 1925. On Argument List for Feb. Term, 1927, No. 9 Now, April 25, 1927, After due consideration, a divorce is decreed as prayed Per Curiam.

Decree-And now, to wit; April 25 A. D. 1927, 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 Howard E. Bull be divorced and forever separated from the vinculo matrimony, heretofore contracted between him, the said Howard E. Bull, the libellant, and the said Carline H. Bull, 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	Petition for Guardian of Loretta A. Murphy, a person of weak mind	Record continued from page 336 of No. 2 November Term, 1925.

his wife, a deed of conveyance of the property described in said petition upon payment to said Guardian of the said purchase price, to wit the sum of Three Thousand ($3000.00) Dollars cash. Per Curiam. (See paper filed)

Dec 7, 1925, Certified copy of Order issued.

Aug. 2, 1926 Petition of the Commonwealth of Pennsylvania for an award in accordance with the Act of June 1, 1915, P.L. 661, presented in open Court, and on consideration thereof, the Court grants a rule on the Titusville Trust Company, Guardian of Loretta A. Murphy, a lunatic, to show cause why an award for maintenance should not be made as prayed for in said petition returnable to next term, to wit Sep. 13, 1926, at 10 o'clock A.M. Per Curiam. (See paper filed)

Aug. 9, 1926 Acceptance of service of copy of petition and rule by Guardian, filed.

Now, Sept. 13, 1926, It appearing that service of a copy of the petition and rule to show cause was duly made upon the Titusville Trust Co., guardian for Loretta A. Murphy, a lunatic, and no answer having been filed thereto, the rule to show cause heretofore granted is hereby made absolute, and the said Guardian is hereby authorized and directed to make payment of the sum of $3.10 for past support and maintenance, and the sum of $3.00 per week for future support and maintenance of the said lunatic, to the Commonwealth of Pennsylvania, until further order of this Court. (See paper filed) Per Curiam.

Same day, Copy of order issued for Auditor General.

Otto Kohler	Jamison Cold Storage [Door] Company, vs. Maple Leaf Creamery Co., a copartnership etc.	Record continued from page 365, of No. 31 November Term, 1925. Feb. 1, 1926 Answer of Jamison Cold Storage Door Company to affidavits and rule to set aside levy, filed. On Argt. List for Feb. Term, 1926, No. 2. Feb 23, 1926 Argued- C.A.V. March 4, 1926 Motion by Pltf. filed to amend the Verdict as returned by the jury, by substituting the term "co-partnership" for the term "corporation." (See paper filed) And now, March 24, 1926, rule to set aside levy is discharged. Per Curiam. (See opinion of Court filed) May 27, 1926 The above judgment assigned (See Fi. Fa.) to D. C. Smyth and Harmon C. Smith

Arthur L. Bates vs Thomas & Thomas	Gaetano Cavuoto et al Pasqualina Cavuoto, his wife. vs Thomas Aiola, Guardian ad litem of John Aiola	Record continued from page 12 of No. 12 Feb. Term, 1925. And now, March 9, 1926. Jury selected and sworn as follows:- 1- Ray Skelton 2- Myrna Danner, 3- Lewis O. Smith, 4- Mrs. Letha Bell, 5- Mrs. Ina G. Klingensmith, 6- May Burkhart, 7- Mrs. J. R. Clark, 8- Mrs. Zelda Ebel, 9- Arthur Moon, 10- Mrs. Jennie Lang, 11- A. M. Williams, 12- Arthur Ball: twelve good and lawful persons who upon their solemn oaths which they have taken, say March 10, 1926, they find for the defendant. C.P. 285. March 9, 1926 Plaintiffs and defendants points filed.

Petition for Guardian for Harold A. Hazen

Record Continued from page 57 of No. 57 February Term, 1925.

Dec. 19, 1928, Petition of Guardian for an Allowance for support of ward, presented to Hon. O'Clare Kent, P.J. and filed.

And now, Dec. 19, 1928, the within petition presented, and after due consideration, the prayer thereof is granted, and W. M. Hazen, Guardian of Harold A. Hazen, is hereby authorized to expend the sum of Sixty dollars per month from the estate of his said ward, for the purpose of the clothing, maintenance and care of his said ward. (See paper filed.) Per Curiam.

April 23, 1932, Additional bond of guardian with United States Fidelity and Guaranty Company, of Baltimore, Md., as surety, in the sum of Seven thousand dollars, approved by the Court & filed.

April 12 1934 Second triennial account of W. M. Hazen Guardian of Harold A. Hazen filed showing Balance due Estate $3,902.85 and notice issued to Tribune Republican that account will be confirmed finally on First Monday of May next Unless Exceptions are filed in the meantime

April 26 1934 Proof of Publication filed. (See paper filed.)

Jan. 2, 1936, Final Account of W. M. Hazen, Guardian of Harold A. Hazen, Incompetent as stated by Raymond Hazen, Executor of W. M. Hazen, dec'd, filed, Balance due estate $4849.53, and notice issued for publication in Tribune-Republican returnable Feb. 1, 1937.

Jan. 19, 1937 Proof of Publication filed. (See paper filed.)

May 3, 1937, Petition for appointment of a guardian for Harold A. Hazen, vice W. M. Hazen, deceased, presented in open Court & filed.

And now, May 3, 1937, the within petition presented in Open Court, and on consideration the Court appoints Raymond D. Hazen, Guardian of Harold A. Hazen, incompetent, Security to be entered in the sum of Six thousand ($6000.00) Dollars, to be approved by the Court, conditioned for the faithful performance of the duties of said trust. (See paper filed) Per Curiam.

May 3, 1937, Bond of Raymond D. Hazen Guardian of Harold A. Hazen, with United States Fidelity and Guaranty Company, Baltimore, Md., as surety, in the sum of Six Thousand Dollars, approved by the Court and filed.

July 26, 1939, Additional bond of Raymond D. Hazen, Guardian of Harold D. Hazen, with U.S. Fidelity and Guaranty Company as surety, in the sum of $1000.00, approved by the Court, and filed.

Nov. 1, 1940, Triennial account of Raymond Hazen Guardian of Harry A. Hazen, May 3, 1937, to May 1, 1940, filed, Bal. due estate $645.64.

July 25, 1941, Additional bond of Raymond D. Hazen, Guardian, with U.S. Fidelity as surety, in the sum of $1000.00, approved by O'Clare Kent, P.J. & filed.

Continued to page 398

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Petition of V. L. Greeley Prothonotary for new sets of Judgment Indexes and Appearance Docket Indexes

Record continued from Page 49 of No. 49 February Term, 1925.

The Prothonotary to exercise his discretion as to whether the "1 & 2" Book and the Corporations and Firms be bound together;

That the entries from the first day of January, 1918, be copied into the new books;

The books to be tight bound and flat opening, as at present, with a quality of paper equal to that used in the present indexes;

It is ordered and directed that all the entries in the indexes now in use, referring to judgments entered in said office on and after January the 1st, 1918, be transferred to said blank indexes in a fair and legible manner by some competent person or persons appointed by the Prothonotary of Crawford County, the cost thereof to be paid out of the county funds by orders drawn on the Treasurer of said County by the proper officers.

It is further ordered and directed that when said new indexes shall have been prepared and placed in the office of the Prothonotary, it shall thereafter be the duty of said Prothonotary to enter in said index books an index of every judgment that shall be entered in his said office in the following manner, to-wit: Immediately upon the entry of a judgment in his said office the Prothonotary shall enter the name of each defendant, if not already so entered, upon the proper page and column of the general index in the front part of the volume corresponding to the initial letter of said defendant's name. Opposite said name he shall place a number corresponding with the number of the page in said volume where the date of said judgment more fully appears. Upon the page of said volume so indicated in the general index he shall write in their proper columns the full names of the parties defendant, names of party or parties plaintiff, the number, term and year at which the judgment was entered, the date of entry, amount of the judgment, the date from which interest is to be computed, amount of costs and such other data as may be required by law, leaving space immediately under said entries for the entry of

Record continued to Page 397.

Record continued from Page 396.

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subsequent judgments against the same defendant. When a judgment is entered against a defendant against whom a prior judgment appears in said index, the prothonotary shall ascertain from the general index in the front part of the volume the page on which said former judgment is indexed, and shall index the new judgment immediately below the former judgment or judgments, so that all of the judgments against the same defendants shall appear in a group on the same page of the index and following consecutively in the order of the time of entry.

It is ordered that the Commissioners of Crawford County purchase the blank books provided for in this order, and that the costs of said books and the cost of transferring the index of the judgments entered in the last ten years to said new indices be paid by said Commissioners out of the funds of Crawford County.

Per Curiam.

See Papers filed.

Feb. 4, 1929 Committee discharged and a new Committee appointed as to D.S.B. and App. Indexes. (See No. 112 Feb. Tr. 1929.)

No. 57 February TERM, 1925, Continued.

Petition for Guardian for Harold H. Hazen

Record Continued from page 395.

Nov. 6, 1943, Additional bond of Raymond D. Hazen, Guardian of the estate of Harold H. Hazen, a weak minded person, with United States Fidelity and Guaranty company as surety, dated Nov. 6, 1943 in the sum of $1,000.00, approved by Hon. O. Clare Kent, P.J. and filed.

November 29, 1943, Petition For Re-Committment filed.

Order:- Now November 27, 1943, upon presentation of the foregoing petition, it appearing that Harold H. Hazen has been duly adjudicated a person of weak mind that the petitioner herein, Raymond D. Hazen, is his legally appointed Guardian, it further appearing from the averments of said petition and certificates of two physicians hereto annexed that the said Harold H. Hazen is in need of further mental care and treatment, and it further appearing that he is a Veteran of the first World War and eligible to admission to the Veteran Hospital at Coatesville, Pennsylvania,

Now, Therefore, the said Harold H. Hazen is hereby committed to the Veterans Hospital at Coatesville, Pennsylvania, under and by virtue of the provisions of the Mental Health Act of 1923, and its amendments.

Per Curiam, O. Clare Kent, President Judge.

Nov. 25, 1946, Additional bond of Raymond D. Hazen, Guardian, with United States Fidelity and Guaranty Company, as surety, dated October 16, 1946, in the sum of $1,000.00, approved by the Court and filed.

Aug. 28, 1948, Triennial Account of Raymond D. Hazen, Guardian, filed, showing balance due estate of $8,846.73.

November 10, 1950, Additional Bond of Guardian in the sum of One Thousand and no/100 ($1,000.00) Dollars with United States Fidelity and Guaranty Company of Baltimore, Maryland as Surety approved by the Court and filed.

Nov. 8, 1952, Final Account of Guardian filed showing balance due the estate of $11,416.25. Same day advertisement of notice of Filing Account sent to The Tribune Publishing Co., Meadville, Pa. stating that said account will be confirmed nisi on the first Monday of December next, and if no exceptions are filed within ten days of nisi confirmation said account will be confirmed absolutely.

Nov. 26, 1952, Proof of Publication filed.

And now, Dec. 12, 1952, no exceptions having been filed to the foregoing Final Account the same is hereby confirmed absolutely.

Paul D. Slayton
Prothonotary

Humes & Kiebort X	Petition of Anna M. Good for Appointment of a Guardian for Minnie Sitler a person of weak mind	Record continued from Page 128 of No. 32 May Term, 1925. Same day advertisement of Notice of Filing account sent to The Tribune Publishing Co. Meadville, Pa, stating that said account will be confirmed nisi on the third Monday of August next and if no exceptions are filed within ten days of nisi confirmation said account will be confirmed absolutely. July 27, 1953 Notice of filing account on Wernersville State Hospital and Commissioners of Crawford County filed. Aug. 5, 1953 Acceptance of Service of Notice of Filing Account by Revenue Agent of Wernersville State Hospital, filed Aug. 14, 1953, Proof of Publication filed. And now, Aug. 28, 1953 no exceptions having been filed to the above account, the same is hereby confirmed absolutely. Paul D. Sloyton Prothonotary September 1, 1953 Motion for Decree of Distribution and Order filed. Decree: Now, September 1, 1953, on presentation and consideration of the foregoing Motion, the Court Hereby decree distribution of the assets of the Estate of Minnie Sitler now in the hands of Crawford County Trust Company, Guardian, in accordance with the confirmed statement of Proposed Distribution, as follows: To Commonwealth of Pennsylvania – proportionate share of balance for distribution based on the claim of the Wernersville State Hospital of $8836.16 for maintenance to June 30, 1953 ---------- $7699.28 To County of Crawford of Pennsylvania – proportionate share of balance for distribution based on the claim of Crawford County of $1814.24 ---------- $1580.82 $9280.10 Per Curiam, Herbert A. Mook P.J.

TERM, 1925

Crawford County

Pages

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Thru

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Missing

In re Estate of Emma Harper, a person of weak mind Merchants National Bank and Trust Co. Guardian.

Record continued from margin of p. 586 of No. 16 February Term, 1925.

May 7, 1931, Bond of The Merchants National Bank and Trust Company as Guardian of Emma Harper, adjudged to be a person of weak mind, in the penal sum of $50,000, approved by the Court and filed.

Sur petition of Guardian:

And now, June 6, 1931, upon presentation of the foregoing petition and due consideration thereof, the Merchants National Bank and Trust Company are herewith authorized and directed to pay the bill of $575.72, to J. Perry Eckels, Attorney for the Commonwealth, and the sum of $302.90 to Walter J. McClintock, Attorney for the Commonwealth, representing maintenance for commitment of the said ward in the North Warren Hospital up to and including May 31, 1931; and the said Merchants National Bank and Trust Company are further authorized and directed to pay to the Revenue Agent at the North Warren Hospital, such bills for maintenance as will properly be presented in the future, and until further order of Court. Per Curiam.

(See paper filed) (Signed) O. Clare Kent, P.J.

June 8, 1931 Petition of Daniel H. Weber and United States Fidelity and Guaranty Co., for discharge of Guardian and Surety from liability one bond, filed in open Court.

Now, June 6, 1931, upon presentation and consideration of the foregoing petition, the Prothonotary of Crawford County is ordered and directed to enter an exoneretur upon all bonds executed by Daniel H. Weber and United States Fidelity & Guaranty Company in the above entitled proceeding, upon the filing with the Prothonotary of the receipt of the Merchants National Bank & Trust Company for the assets of the estate of Emma Harper. Per Curiam (See paper filed)

June 8, 1931. Receipt of Merchants National Bank & Trust Company, Guardian of Emma Harper, filed for assets of the estate of said Emma Harper, totaling $51,701.22, "as shown by final account of Daniel H. Weber, Guardian from Oct. 1, 1929, to Feb. 5, 1931, as confirmed by the Court, together with additional items and receipts as noted on the attached and foregoing statement."

Same day, Exoneretur entered on each of the bonds of Daniel H. Weber, Guardian.

Dec. 23, 1931. Inventory and Appraisement of the Merchants National Bank & Trust Co., Guardian of Emma Harper, a person of weak mind, totaling $51,676.22, filed

Feb. 1, 1932 Petition of Guardian for leave to pay debt of James Beatty, filed

Contd on next page

(Continued from preceding page.)
And now, February 1, 1932 upon consideration of the foregoing petition an order is made authorizing and directing The Merchants National Bank and Trust Company, Guardian of Emma Harper, a person of weak mind, to pay to James Beatty the sum of Sixty-one Dollars ($61.00), in full settlement of care and pasture for pony of the said ward, and for so doing this shall be their proper warrant and authority. Per Curiam (See paper filed)
Feb. 15, 1932. Petition of Leland J. Culbertson, Attorney for the estate of Emma Harper, to fix his fees, filed.
And now, February 15, 1932 upon motion as duly made, and proper consideration thereof, the sum $500/= is hereby fixed as the reasonable value for services rendered, as detailed in the foregoing motion. Per Curiam. (See paper filed)
And now, April 23, 1932. On motion by Leland J. Culbertson, Attorney, in open Court, it is ordered that the Merchants National Bank and Trust Company, Guardian of Emma Harper, be authorized and directed to pay to Leland J. Culbertson the sum of $500.00 in full of the amount fixed by the Court on February 15, 1932, and for so doing this shall be their proper warrant and authority. Per Curiam. (See paper filed)
May 1, 1933. Inventory and Appraisement of the goods, chattels, rights and credits of the estate of Emma Harper as turned over to Merchants National Bank and Trust Company guardian, by the previous guardian, filed. Total $51,701.24.
Jan. 4, 1937. Final Account of the Merchants National Bank and Trust Company, Guardian of Emma Harper, filed, Balance due estate $5,676.83, and notice issued for publication in the returnable Feb. 1, 1937. Jan. 22, 1937. Proof of publication filed.
Feb. 10, 1936 Acceptance of service of notice of filing Final Account by Commonwealth of Penna, Dept. of Revenue, filed.

Leland J. Culbertson for Guardian

In re Estate of Emma Harper, a person of weak mind. Daniel H. Weber, Guardian.

Record continued from page 604 of No. 16 February Term, 1925.

Order of Court:

And now, January 31, 1929, upon consideration of the above and foregoing petition, the said Daniel H. Weber Guardian of the said Emma Harper a person of weak mind is hereby authorized and directed to pay for the support and maintenance of the said Mary Ann Harper, the sum of Sixty Dollars ($60.00) per month, beginning January 1, 1926.

He is further authorized, directed and empowered to pay to the County Commissioners of Crawford County, Penna, the sum of Four hundred ninety and 10/100 ($490.10) Dollars, the subscription of Emma Harper to the Road Fund for the Conneaut Lake-Harmonsburg Road.

The said Daniel H. Weber, Guardian, is further authorized, directed and empowered to pay to the Superintendent of the State Hospital at North Warren, Penna, such proper amounts for the care, maintenance and nursing of the said Emma Harper as may be necessary, same to be evidenced by bills duly rendered to the said Guardian, Daniel H. Weber, and the said bills when receipted to constitute a valid charge against the estate of the said Emma Harper, a person of weak mind. Per Curiam.

(See paper filed)

May 21, 1929, Petition of Emma Harper by Leland J. Culbertson Esq., for an order directing guardian to file an inventory and appraisement, and a biennial account, presented in open Court.

And now, to wit: May 21, 1929, upon consideration of the foregoing petition, a rule is granted on Daniel H. Weber, Guardian of Emma B. Harper, to show cause why he should not file an inventory and appraisement in the said estate, and further to file a triennial accounting showing his transactions during the time of his trust, and for such other order as the Court may direct. This in accordance with Rules of Court and the Act of Assembly in such case made and provided; Returnable to first Monday of June, 1929, at 10 o'clock A. M.

(See paper filed.) Per Curiam.

Aug. 5, 1929, Petition of Emma Harper, by her attorney, Leland J. Culbertson, to make absolute the rule of May 21, 1929, presented in open Court and filed.

Order of Court: And now, August 5, 1929, upon consideration of the foregoing petition, the rule on Daniel H. Weber, Guardian of Emma Harper is made absolute, and the said Daniel H. Weber, Guardian, is further directed to file a true and correct inventory and

Contd on next page.

No. 16 February Term, 1925, Contd from preceding page

Continued from page 587

Feby 24 1931 Final account of D.H. Weber Guardian filed. Showing balance due Estate $1,403.57 and Notice issued to Tribune Pub Co that account will be confirmed finally on Third Monday of March next unless exceptions are filed in the meantime. (See account filed.)

March 7, 1931. Proof of publication of notice of final account filed.

April 4, 1931. Acknowledgment of service of copy of account and consent to confirmation, by Dept. of Revenue, filed.

April 6, 1931. Petition of Leland J. Culbertson, resignation of Daniel H. Weber, guardian, and request of Nannie S. Harper, Lavina Hotchkiss and L.G. Schuyler as to successor filed.

And now, April 6, 1931, after careful consideration of the within case upon petition filed in open court and upon the request of the immediate relatives of Emma Harper, same being in writing, the Merchants National Bank and Trust Company of Meadville, Pa., is herewith appointed as Guardian of Emma Harper, for the purposes aforesaid, and said Merchants National Bank and Trust Company to enter as security, its own bond in the sum of $50,000.00. (See paper filed) Per Curiam

Continued on page 581.

appraisement in the said estate, and to file a triennial accounting, showing his transactions during the time of his trust, on or before the first Monday of September, 1929, at 10 o'clock A.M. Per Curiam. (See paper filed)

Sept. 16, 1929. Petition of Leland J. Culbertson, Attorney for Emma B. Harper, for an Attachment against Daniel H. Weber, Guardian of Emma Harper, for non-compliance with order of Aug. 5, 1929 - presented in open Court and filed.

And now, September 16, 1929, upon consideration of the within and foregoing petition, an order is directed allowing the said attachment to issue for the said Daniel H. Weber Guardian of Emma B. Harper, as prayed for; Returnable forthwith. Per Curiam. (See petition)

Same day, Attachment issued.

Sur petition of Guardian: Now, October 3, 1929, upon presentation of the foregoing petition, it is ordered and directed that the petitioner, Daniel H. Weber, be released from the custody of the Sheriff upon entering recognizance ~~bond~~ in the sum of $5000.00, said recognizance ~~bond~~ to be conditioned for the appearance of the said Daniel H. Weber before the Court on 2d Monday of November, 1929, at 10 o'clock A.M. to show cause why he should not be adjudged in contempt of Court. (See paper filed) Per Curiam.

Same day, Recognizance of Daniel H. Weber (guardian) and Albert L. Thomas (bail) in the sum of $5000, conditioned according to order of Court of this date, taken and filed.

Att. retd: Now, October 1, 1929, The within named defendant has been taken into custody as within commanded.

So answers B. H. Jones, Sheriff.

Now, Nov. 11, 1929, by agreement of counsel, hearing herein is continued to Monday, Nov. 25, 1929, at 1:30 P.M. Per Curiam. (See petition of Oct. 3, 1929)

And now, November 14, 1929, upon presentation and consideration of the foregoing petition, and it appearing to the Court that Daniel H. Weber is now confined in the Crawford County Jail, - it is ordered and decreed that Albert L. Thomas be and is hereby released and discharged of and from any further liability upon the bond of $5000 signed by him as surety for Daniel H. Weber, which bond is dated Oct. 3, 1929, and is duly filed in the above stated proceedings with the Prothonotary of Crawford County. Per Curiam. (See petition filed)

Nov. 20, 1929. Inventory and appraisement of the goods and chattels, rights and credits and credits which were of Emma Harper, a person of weak mind, amounting to $6041.92, filed. Same made by S.A. Burch and W.M. Greenwood, at request of Daniel H. Weber, Guardian of said Emma Harper, and sworn to by said appraisers, on June 7, 1929.

Nov 21 1929 First account of Daniel H. Weber Guardian filed Showing balance due the Estate $46,984.67 and

See next page

No 16 February Term, 1925, Cont'd

Notice issued to Tribune Republican that account will be finally confirmed on Second Monday of December next unless exceptions to said account be filed in meantime

Dec 7 1929 Exceptions to above account of D. H. Weber Guardian filed by Nannie S. Harper. (See Exceptions filed)

Dec 7 1929 Exceptions of Leland J. Culbertson attorney to above account of D. H. Weber Guardian filed. (See Exceptions filed)

Dec 7 1929 Proof of Publication filed.

On Argument List for Feb 2nd. 1930 at No. 12

Feb. 25, 1930, upon presentation of within motion, Katherine Peters is appointed Commissioner to take testimony on account and exceptions.

Per Curiam. O. Clare Kunz P.J.

Commission issued.

Thomas & Thomas, Attys for Surety.

March 3, 1930. Petition of United States Fidelity & Guaranty Co., surety, on bonds of Guardian for removal of Guardian, presented in open Court and filed.

And now, March 3, 1930, upon consideration of the foregoing, the Court hereby grants a citation to be directed to Daniel H. Weber to show cause why he should not be removed from his trust as guardian of Emma Harper, returnable to the first Monday of April, 1930, at 10 o'clock A.M. Per Curiam. (See paper filed)

March 3, 1930, Citation issued.

"Now March 6, 1930, I hereby accept service by copy of the within Citation. (See writ) (Signed) Daniel H. Weber."

April 7, 1930. Answer of D. H. Weber, Guardian, to the petition for a citation filed.

Sept 24 1930 Testimony on account of Exceptions filed by Katherine Peters Commissioner.

Jan. 5, 1931. Opinion of Court filed, and exceptions to Guardians account filed Nov. 21, 1929, concluding thus:

"Accordingly, we make the following concluding re-statement of the account:

Balance due estate as per account stated #16,984.67

Add surcharges as follows:

Commission #763.54

Profit Culbertson note, 40.00

Expense, use of auto 459.20. 1252.74

Balance due estate Oct. 1, 1929 #18,237.41

Order.

Now, Jan. 5, 1931, the account as re-stated is hereby confirmed, and the accountant Daniel H. Weber, guardian, is hereby ordered to pay all costs of the proceedings.

Per Curiam.

(See opinion of Court filed)

Continued on Margin of page 586

Sur petition of Daniel H. Weber, Guardian, for sale of barn:

Order: Now, May 28, 1930, upon presentation and consideration of the foregoing petition, and it appearing to the Court that it will be to the advantage of the estate of Emma Harper to make sale of the barn mentioned and described in said petition, and that the rights of the life tenant will be in no way be prejudiced by said sale, it is therefore ordered and decreed, that Daniel H. Weber, Guardian be and is hereby authorized to make sale of the barn mentioned and described in said petition, to the Oakland Beach Land Company, for the price or sum of One hundred Dollars ($100.00), upon receipt of which the said Guardian is to make a good and sufficient bill of sale therefor. It is further ordered and decreed that the amount of $100.00 so received shall be applied as a credit upon the balance due upon the purchase price of the entire premises upon which said barn is situate, leaving a balance of $2900.00 due upon said purchase price. (See petition)

Per Curiam.

And now, Aug. 11, 1930, Katherine Peters is appointed Commissioner to take testimony upon petition of surety for removal of Guardian. (See paper filed) Com. issued.

Per Curiam.

On Arg'r List for Sept. Term, 1930 No. 5. Sept. 25, 1930 Argued C.A.V.

See Margin

TERM, 1925

Record continued from page 191

Arthur C. Battles
vs.
Nora I. Battles

No 95 May Term 1925

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 Arthur C. Battles be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between him the said Arthur C. Battles, the libellant and the said Nora I. Battles, 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.

Donald b. Thompson	In re Petition for a Guardian of Gertrude Elizabeth Leberman as a person of weak mind	Record Continued from page 246 of No. 42 Sept. Term, 1925.

from sale or alienation, It is thereupon ordered, adjudged and decreed that the said Guardian, Gordon B. Leberman, be and he is hereby authorized empowered and directed to sell and to convey by a good and sufficient deed, all the right, title, interest and estate of his ward Gertrude Elizabeth Leberman in and to the lot of ground in the first ward of Meadville Penna, as fully described in the petition, at private sale, to George T. Patton and Mary A. Patton, his wife upon his receiving an equal one sixth part of the total purchase price of said property, to wit, Eight hundred thirty-three and 34/100 Dollars ($833.34).

And it further appearing to the Court that said Guardian has heretofore given a bond duly approved by the Court, covering the moneys so to be received, the said Guardian is relieved from filing a further bond in the said estate.

(See petition filed) Per Curiam.

Aug. 1, 1927. Petition of Guardian for authority to join in conveyance filed.

And now, August 1, 1927, upon presentation of the foregoing petition in open Court, and upon due consideration thereof, the Court being satisfied that a decree authorizing a conveyance of the ward's interests in the two parcels of land described in the said petition will be to the advantage of all the parties in interest and without prejudice to any trust, charity or purpose for which real estate shall be held, and without the violation of any law which may confer immunity or exemption from sale or alienation; it is ordered and adjudged and decreed that the said Gordon B. Leberman, Guardian of Gertrude Elizabeth Leberman, be and hereby is authorized, empowered and directed to join with the other legatees and devisees of the last will and testament of Luther A. Leberman, deceased, in the execution of a conveyance of one parcel of real estate to Arthur V. Leberman and Marian A. Leberman, his wife, and a second parcel of real estate to Harvey L. Rupp and Laura M. Rupp, his wife, for the purpose of settling any doubt that may or might exist as to the former deeds of the Executors to the said vendees heretofore given therefor. And it further appearing to the Court that said Guardian has heretofore filed a bond duly approved by the Court covering the moneys so received, the said Guardian is relieved from filing a further bond in the said estate. Per Curiam. (See paper filed)

Continued next page

Record Continued from page 590

March 15 1933 Triennial Account of Gordon B. Leberman filed Showing Balance due Estate 34.31 and Notice issued to Tribune Republican that account will be finally confirmed on First Monday of April next unless exceptions are filed in the meantime.

Mar 27 1933 Proof of Publication filed

April 21, 1944, Petition for Sale of Ward's Interest in Real Estate filed.

Order:—And now, April 21, 1944, upon presentation of the foregoing petition, and the Court being satisfied that a decree ordering the sale of the Ward's interest in the real estate as therein described will be to the interest and advantage of all those interested therein, and without prejudice to any trust, charity or purpose for which the real estate shall be held, and without the violation of any law which may confer an immunity or exemption from sale or alienation, It Is Thereupon Ordered, Adjudged And Decreed That the said guardian, Gordon B. Leberman be, and he is hereby authorized, empowered and directed to sell, and to convey by a good and sufficient deed, all the right, title, interest and estate of his ward, Gertrude Elizabeth Leberman, in and to the lot of ground in the township of West Mead, Crawford County, Pennsylvania, more fully described in the foregoing petition, at private sale, to A. K. Britton and Sarah M. Britton, his wife, upon his receiving an equal one sixth part of the total purchase price of said property, to wit, $466.66 less costs of these proceedings and the costs of sale. The said Gordon B. Leberman guardian has previous given bond in the sum of $5000.00 duly approved by the Court, covering the moneys so to be received, and therefore the said guardian is relieved from filing a further bond in the said Estate.

Per Curiam, O. Clare Kent, P. J.

Oct. 4, 1944, Two Partial accounts of Gordon B. Leberman, Guardian, filed. The Partial account with compilation up to 1944 shows balance due estate of $74.37. No advertisement.

May 26, 1964, Partial account of Gordon B. Leberman, Guardian, filed showing balance due the estate of $2,320.02.

June 22, 1964 Petition for Discharge of a Guardian filed.

Decree:- And Now, June 22, 1964, upon presentation of the foregoing petition and upon motion of Stuart A. Culbertson, attorney for the petitioner, a hearing on said petition is hereby fixed on the 10th day of August 1964 at 9:30 A.M. or as soon thereafter as the attention of the Court may be had.

Per Curiam, P. Richard Thomas
Judge

Cont on next page 592.

In Re: Petition for Appointment of a Guardian for Gertrude Elizabeth Leberman.

Court from Page 591

Order filed Aug 11, 1964.

Order.

And Now, August 10, 1964, after hearing held in the above captioned matter and it further appearing that on May 26, 1964 a partial account was filed in the office of the Prothonotary of the Court of Common Pleas of Crawford County by Gordan B. Leberman, Guardian of the Estate of Gertrude Leberman Nichols, setting forth that there was a balance due Gertrude Leberman Nichols of $2320.02 and it further appearing that the said amount of $2320.02 is the balance in the hands of Gordan B. Leberman as of this date, said amount not having been increased since the filing of said partial account and is in accord with the amount being set forth in said partial account. It further appearing that the said Gertrude Leberman Nichols appeared in Open Court at the hearing held this date and testified that she had examined the account and was satisfied that the amount of $2320.02 was the correct amount due and owing to her by the said Gordan B. Leberman, Guardian and it further appearing that her husband Gerald Nichols also testified that he had examined said account and he was satisfied that same was true and correct. It further appearing that the said Gertrude Leberman Nichols is now competent and of sufficient mental capacity to handle her own affairs and transact her own business.

It is therefore Ordered and Decreed that the said Guardian, Gordan B. Leberman be and he is hereby discharged as Guardian of Gertrude Leberman Nichols and the said Gordan B. Leberman is hereby directed to turn over to Gertrude Leberman Nichols all of the assets of the said estate, together with all books, accounts and papers, relating thereto, in accordance with said partial account heretofore filed.

August 17, 1964 Receipt and Release filed.

Upon payment of said amount to the said Gertrude Leberman Nichols and on obtaining a receipt therefor, the said Gordan B. Leberman is released from all further liability as Guardian of the said Gertrude Leberman Nichols and the said New Amsterdam Casualty Company of Baltimore, Maryland, surety on the bond of the said Gordan B. Leberman is also discharged from all further liability on the bond of said Guardian.

It is further Ordered and Decreed that the said Gordan B. Leberman upon payment of the said amount, shall be discharged from the necessity of filing a Final Account as said Guardian as the account set forth in the partial account has not been increased since the date of filing said account and would not be reflected in the Final Account which the said Gordan B. Leberman might file upon his discharge.

Per Curiam P. Richard Thomas

Albert L. Thomas	Marco De Santis and Caroline De Santis	Record Continued from page 35, of No. 35 February Term, 1925.
Donald C. Thompson	vs. Rosario Anselmo	Sept. 11, 1925 Bond on appeal by Deft to Superior Court approved and filed. Being bond of Deft. and Pippino Gallo and Giuseppe Colucci in the sum of $1200, dated Sept. 11, 1925. Sept. 14, 1926 Certiorari from Superior Court filed; being No. 78 April Term, 1926, and returnable the 2d Monday of April, 1926. Sept. 14, 1925 Assignments of Error filed, and Bill of Exceptions sealed. July 2, 1926 Certificate of Non pros. in Superior Court on April 12, 1926, filed. Now July 28, 1926, this judgment is satisfied of record, all costs having been paid, Albert L. Thomas Atty for Plff.

Culbertsons

Spencer for Resp. X

Petition for appointment of Guardian of Nellie V. Wooley

Record continued from page 320 of No. 116 Sept. Term, 1925

June 15, 1926. Petition of Nellie V. Wooley for decree restoring her to management of her property, for discharge of Guardian &c, filed.

Order: And now, June 15, 1926, upon presentation of the foregoing petition, and upon due consideration thereof, it is hereby ordered and decreed that a hearing be had thereon before the Court on 6th day of July, 1926, at 10 o'clock A. M.; and that written notice of filing this petition and the time of such hearing be given to Joseph Hoffer, brother of said Nellie V. Wooley, and to Mrs. Patrick Moffit, the mother of Nellie V. Wooley, and also to the Guardian, the Crawford County Trust Company, and William H. Hoffer, father.

(See paper filed) (Signed) Thos. J. Prather, P.J.

June 22, 1926. Proof of service of notice of hearing filed.

Feb. 28, 1927. Petition of Mrs. Nellie V. Wooley presented in open Court and filed, praying the Court "to adjudge her the said Nellie V. Wooley to be of right mind, and normal ability to care for herself and her property. She demands a trial by jury, as provided by Act of June 25, 1895, Purdons Digest 2-2109."

And now, Feb. 28, 1927, upon consideration of the above petition, it is hereby ordered and directed that the 14th day of March, 1927, at 10 o'clock A. M., be set for hearing this proceeding; notice of same to be served on the members of the family of petitioner, as provided by law.

(See petition filed) (Signed) Thos. J. Prather, P. J.

Feb. 28, 1927. Supporting affidavit of Charles A. Ferer, M.D. filed.

And now, March 14, 1927, It is ordered that the within issue, as agreed to by Attys for parties, be approved; and hearing of case set for Friday March 18, 1927, at 10 o'clock A. M. Per Curiam

(See back of agreement upon issue)

April 20, 1927. Petition and agreement of Nellie V. Wooley (presented in Court on 18th instant) and decree of Court thereon, filed.

Decree: And now, to wit, April 18, 1927, that whereas no order has yet been made in the above entitled case as a result of the re-hearing on the merits of the same held before this Court on the 6th day of July, 1926,

And whereas, the said Nellie V. Wooley has agreed, and does hereby agree, that her financial and business affairs may continue to be managed by a competent Trustee, - it is hereby ordered and decreed:-

First: That the said Nellie V. Wooley is hereby adjudged

No. 116, September Term, 1925, Continued.

to be restored to her right mind and normal ability to care for herself and her estate.

Second: That in accordance with the agreement of said Nellie V. Wooley, duly signed and acknowledged by her in this case, the Court hereby appoints New First National Bank as Trustee of her property of every kind and nature, and the said Trustee is hereby directed to pay or allow her out of her estate, a sum not to exceed $75.00 per month

Third: The Crawford County Trust Company is hereby directed to file an account of its guardianship during the time it has been guardian of said Nellie V. Wooley, and upon an account filed being duly confirmed, to transfer to said Trustee herein named all property of every kind and nature held by said Trust Company as property of said Nellie V. Wooley, - said trusteeship to continue until the youngest child now in being shall attain the age of twenty-one years.

(See paper filed) (Signed) By the Court. Thos. J. Prather, P.J.

April 20, 1927. Three certified copies of decree issued.

April 23, 1927. Final account of Crawford County Trust Company, Guardian of Nellie V. Wooley, filed, showing a balance on hand of $495.96. Notice issued for publication in Tribune-Republican, that the account will be allowed and finally confirmed on the 2d Monday of May next at 10 o'clock A.M., unless exceptions thereto be filed in the meantime.

May 7, 1927. Exceptions by Nellie V. Wooley to account of Guardian filed.

And now, May 12, 1927. On motion in open Court, leave granted to withdraw exceptions to final account, and it is ordered that said account be finally confirmed. Per Curiam

(See paper filed)

May 10 1927. Proof of Publication filed.

And now, to wit, July 5, 1927, the Court upon consideration of the above petition, hereby directs and authorizes the said Trustee to expend a sum not to exceed $100.00, for the painting with two coats the dwelling house by the Guardian of the said Nellie V. Wooley. Per Curiam

(See petition filed)

Final Account recorded in Account Doc. No. 4, page 324.

June 3, 1933. Partial account of First Nat. Bank of Meadville, Trustee for Nellie V. Wooley, filed, and notice issued for publication in the Tribune-Republican once a week for two successive weeks, that said account will be allowed and finally confirmed on the first Monday of July, 1933, at 9:30 A.M. unless exceptions thereto be filed in the meantime.

June 20, 1933. Proof of publication of notice of account, filed.

Frampton & Courtney	J. H. Leedom, T. B. Leedom and B. W. Leedom, partners doing business as Leedom Brothers	Record continued from page 74, of No. 74 February Term, 1925.
Donald B. Thompson	vs.	And now, October 14, 1925, Upon praecipe of plaintiffs' attorneys, judgment is entered in the above stated case in favor of plaintiffs and against B. W. Cheetham, defendant, by default, for want of an affidavit of defense, and same day judgment liquidated at the sum of One hundred and eighty Dollars and twenty-eight cents, with costs of suit. (See paper filed)
	B. W. Cheetham, Deft.	Debt $180.28
	Selma Brickner Garnishee	Int. from Oct. 14, 1925
		B. page 282 Judgment
		V. A. Greeley, Prothy.
		Jan 16 1926 The above judgment assigned to Selma Brickner of without recourse See paper filed.

Petition of A. L. Shellito for a Guardian of Lady Lamp as a person of weak mind

Record continued from page 181, of No. 85 May Term, 1925.

double the amount of sale price to be approved by the Court. Returnable second Monday of November, 1925. Per Curiam.

(See paper filed)

Nov. 9, 1925 Return of sale of real estate presented in open Court and filed.

And now, November 9, 1925, upon presentation of the foregoing return of sale and upon consideration of same, it is hereby ordered and decreed that the reported sales therein are approved and confirmed nisi, to become absolute in ten days if no exceptions be filed thereto, and upon absolute confirmation, it is ordered that the Guardian make deeds for the real estate sold to the respective purchasers, upon payment of the balance of the purchase-money, according to the terms of said sale. Bond required in the sum of $2000 to be approved by the Court. So much of the order heretofore made requiring bond in double sale price of real estate, is hereby rescinded. Per Curiam.

(See return of sale filed)

Nov. 9, 1925 Bond of A. L. Shellito, Guardian, with R. Jay Cole and E. E. Joslin as sureties, in the sum of $2000.00, approved by Hon. Thos. J. Brather, P. J., and filed.

April 13 1927 Final account of A. L. Shellito Guardian filed showing balance due Estate of Two hundred thirty two and 54/100 Dollars and Notice issued to Connellsville Courier that account will be confirmed finally on First Monday of May next unless exceptions are filed in the meantime

June 7 1927 Proof of Publication filed. See paper fld.

And now, July 5, 1927 It is hereby ordered and decreed that said account be confirmed absolutely. Per Curiam.

(See paper filed)

In Memoriam

William Wallace Henderson a member of the bar.

Record of No. 27 Feby Term, 1925.
Continued from page 27.

persevered and in time acquired a splendid physique, and to him a tramp of twenty-five or fifty miles along the roads or across hill and valley was only a pleasure trip. He loved the outdoors, the fields and woods, the flowers and birds, and even after he was in the active practice of the law, when the "call of the wild" came to him, he would on short notice, take his cane and away down the broad highway, to return at eventide still full of vigor, with the satisfaction of a day well spent, and content to, for a while, busy himself over the various cares and worries of his professional life.

Mr. Henderson was a lawyer of keen legal mind, and he also was a great reader. Besides general literature, he seemed to enjoy historical and philosophical works on the conditions of various nations or sections of the world, at various ages in the past, with discussions of the causes thereof and effects as applied to succeeding generations.

He was charitable, giving of his substance to all worthy movements. But his most outstanding personal trait that could not escape the observation of all who came in contact with him, was his unusual spirit of gracious friendliness to all mankind that he met from day to day; the rich and the poor, the black and white were all the same to Mr. Henderson. A kind heart full of sympathy for all in trouble or distress, he was ever ready to subscribe to the relief of the needy.

In the passing of brother Henderson this Bar has lost an honored and respected member, this community has lost a valuable citizen, and we all have lost a good friend.

Respectfully submitted,
B. B. Pickett
J. W. Smith
John O. McClintock
Committee.

Signed.

(See paper filed)

John Spencer 97	Ernest Gray vs. Park J. Davis and The Titusville Trust Co.	Recad continued from 97 of May Term 1925. And now December 21, 1925 the judgment is entered against The Titusville Trust Co., Garnishee in accordance with its answers filed to Plaintiff's interrogatories for such a sum as shall be suffient to pay debt, interest and costs, to-wit $162.78. Thomas J Prather Jr.

In the Estate of Emma Harper, a person of Weak-Mind

Pa Gurley to May/33 15,00

Record continued from page 16, Feb. Term, 1925.

Situate in Sadsbury Township, Crawford County, Penn'a more fully set forth by the survey description in the said petition and by the blue print hereto attached should be sold to Stanley A. Gillespie for Forty-five Thousand ($45,000) Dollars and the price or sum of Forty Five Thousand ($45000) Dollars is a better price than could be obtained at public sale, and that the said sale may be made without injury or prejudice to any trust, charity or purpose for which the same is held, and without the violation of any law which may confer immunity or exemption from sale or alienation.

It Is Ordered and Decreed That Daniel H. Weber, guardian of the estate of Emma Harper, a person of weak mind, be and he is hereby authorized to convey the premises comprising one hundred seven (107) acres to Stanley A. Gillespie for the price or sum of Forty five Thousand ($45000) Dollars under the following conditions, to-wit: To accept the sum of Fifteen Thousand ($15,000.00) Dollars upon the confirmation of this sale and to accept the sum of Twenty seven Thousand ($27,000) Dollars in the form of a purchase money mortgage, payable Nine Thousand ($9000.00) Dollars each and every year from date thereof with interest on all unpaid balance at the rate of six per cent per annum payable semi-annually; and the further sum of Three Thousand ($3000.00) Dollars to be paid to the guardian whenever the one and one half acres reserved according to the terms of the petition is fully and completely surrendered to the said Stanley A. Gillespie.

And the title of the purchaser to be in fee simple, indefeasible by any party or persons having a present or expectant interest therein, and unprejudiced by any error in the proceedings of the court; the said Daniel H. Weber first entering security in the sum of Twenty Thousand ($20,000) Dollars, and before accepting or accepting the sum of Nine Thousand ($9000.00) Dollars as specified to be paid under the terms of the mortgage each year, shall furnish to the Court additional Security to be approved by the Court of Common Pleas in the sum of Nine Thousand ($9000.00) Dollars for each of the said installments and upon the surrender of the life use of the said one and one half acres reserved for Mary Ann Harper and Emma Harper, the said guardian shall furnish additional security to be approved by the Court of Common Pleas in the sum of Four Thousand ($4000.00) Dollars. Per curiam Thomas J. Prather Jr.

In the estate of Emma H. Harper, a person of weak mind.

Continued from page 603.

Bond of the United States Fidelity and guaranty in the sum of Twenty Thousand ($20000.00) Dollars approved by the Court and filed.

See papers filed

Dec 16 1925 First & Final account of E. F. Weber Guardian of Emma H. Harper filed showing balance due Estate of $83.00

Dec 16 1925 Notice to Daniel H. Weber present Guardian of the Account filed by E. F. Weber former Guardian accepted and receipt for $83.00 balance due Estate from E. F. Weber filed. See paper filed.

Dec. 21, 1925 Petition of guardian to accept $27000.00 from Stanley A. Gillespie upon his entering into an increased bond etc (see papers filed) presented to the court Now Dec 21, 1925 Rule granted to show cause. Returnable to Dec. 28, 1925 at 10 o'clock A.M.

Per Curiam

Thomas J. Prather Jr.

Order. And now Dec. 28, 1925, upon consideration of the foregoing petition it is ordered and directed that the said order heretofore entered in the within matter on September 14, 1925, be and is hereby modified so that the $27,000 directed to be given by the purchaser, Stanley A. Gillespie, of the one hundred seven (107) acres of land situated in Sadsbury Township, Crawford County, Penn'a may be paid to the said Daniel H. Weber in one sum upon an accounting of interest to be made by the said Stanley A. Gillespie, to Daniel H. Weber, guardian from the first day of October 1925 to the date of the tendering of the said payment at the legal rate of interest.

It is further ordered and directed that the said Daniel H. Weber shall enter into an additional bond to make the entire sum of Fifty Thousand ($50,000) Dollars to be approved by the Court for the faithful appropriation and accounting of said trust

Per Curiam

Thomas J. Prather P.J.

Record continued on page 605.

January 7, 1926. Bond of Daniel H. Weber, Guardian, upon sale of real estate, in the penal sum of $22,000, with United States Fidelity and Guaranty Company as surety, approved and filed.

Jan 31, 1926. Petition of Guardian for an allowance for support of Mary Ann Harper, mother of his ward, presented in open Court and filed.