CRAWFORD COUNTY

APPEARANCE DOCKET

BOOK 214

1926

PIRRELLO ENTEPRISES INC.
Scanned August 2020

FEBRUARY TERM, 1926

Wm O. McClintock atter f. McClintock ~	Raymond G. Richardson Administrator of the estate of O.B. Richardson, late of Silver Creek, Chautauqua County, N.Y., deceased vs C.C. McLean and John A. Hanka, Con- stable.	Replevin for one "Dining Car" lunch wagon and contents, in the possession of John A. Hanka, Constable and C.C. McLean, alleged Landlord, on the Berry Highway, near Conneaut Lake, Pa., or where found, of the value of $750.00; which "Dining Car" or lunch wagon is the property of the plaintiff, who is entitled to the immediate possession thereof. Returnable to the first Monday of December, 1925.
Clare Kent 10/11/26	Issued Nov. 9, 1925	Nov. 9, 1925 Affidavit as to value of property filed.
	Tax & writ (Plff to pd) $ 3.00 Shff. Cutshall 4.30 Bro. Greeley 1.50 Atty 3.00 dis-cnt 1.50	Nov. 9, 1925 Bond of plaintiff with American Surety Co. of New York as surety, in the sum of $750.00 approved and filed.
Oct 11, 1926 Recd Plff by atty Sixty and 30/100 Dollars off + Proctrs Costs V. L. Greeley Pro		and now, Dec 11, 1925 Replevin returned Served the within Replevin on the within named C.C. McLean and John A. Hanka, Constable on Nov. 9, 1925 by handing to each of them a true and attested copy of the within replevin and making contents of same known to them, Property delivered to Plaintiff. So Answers, H.B. Cutshall Sheriff.
Oct. 12, 1926 Received from Bro Greeley $4.30 my costs H.B. Cutshall		And now, Oct 11, 1926 this case is settled and discontinued Walter J. McClintock atty for Plff.

FEBRUARY TERM, 1926

Donald C. Thompson

Weaver and Davis

vs.

Grace J. Cheetham and Charles W. Cheetham, defendants, and The Patrons Mutual Fire Insurance Association and George C. Reitze, Secretary and Treasurer, Garnishee

Issued Nov. 10, 1925

No. 269 November Term, 1924.

Attachment Execution, Returnable to First Monday of December next

To attach all and singular the goods, chattels, rights, credits and moneys of defendants in the hands of said garnishee, with notice to the Insurance Commissioner of the State of Pennsylvania.

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. 12, 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. Cutshall, Sheriff.

Tax & writ (Plff's pd)	$ 2.75
Sheff. Cutshall	4.60
Pro. Greeley	2.50
Atty	3.00
John Schuler, Atty for Garn.	10.00

I hereby appear for Patrons Mut. Fire Ins. Asso. and Geo. C. Reitze Sec'y Treas. Nov. 24/25 John Schuler

Apr. 6-1926 Rec'd my fee $10.00 in this case. John Schuler

4-10-1926, Rec'd $3.00 docket fee. - Donald C. Thompson, Atty.

Apr 10 1926 - Rec'd of D. C. Thompson atty Pltf and 7.5/100 dollars my costs V. L. Greeley Pro

April 14, 1924 Received from Pro. Greeley $4.60 my costs H. B. Cutshall, Sheriff

Feb. 18, 1926 Interrogatories to Garnishee filed and rule on Garnishee to answer in ten days. Service accepted by John Schuler Esq., Atty for Garnishee.

Feb. 25, 1926 Answers of Garnishee filed.

And now, to wit: March 1, 1926, On motion in open Court judgment is granted against the Garnishee for the pro rata proportion of the amount admitted in Garnishees answer to be due after pro rating the full sum admitted among the several writs entitled to participate therein. Per Curiam (See paper filed) Bond fo. 118.

And now, March 4, 1926. The fees of John Schuler, Esq., Atty for Garnishee in this case, are fixed at $10.00. Per Curiam. (See paper filed)

And now, April 6, 1926, Received of John Schuler, Atty. for Garnishee, the sum of Thirty-eight and 70/100 — Dollars ($38.70) being proportionate share due plaintiff on above writ and writ at 3 Feby. 1926; and the Garnishees, The Patrons Mutual Fire Insurance Ass'n and George C. Reitze, Secy. & Treas., are released from further liability in the premises and the Prothonotary is directed to satisfy the above judgment ent as to the Garnishee only.

Donald C. Thompson, Atty. for Plff.

FEBRUARY TERM, 1926

Donald C Thompson
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Atty appears for Patrons Mut. Fire Assn and Geo. C. Reitz Sec. & Treas
Nov 24/25 John Schuler

apr 6th 1926. Received fees ($10.00) in this case
John Schuler

April 7-10-1926; Recd. $3.00 docket fee - D.C. Thompson, Atty.

April 10 1926 Recd of Donald C. Thompson Esq Two and 75/100 dollars my costs
U. L. Greeley Pro

April 14. 1926 Received from Pro Greely $4.60 my costs
H B Mulshall Sheriff

Weaver and Hovis
vs.
Grace I. Sheetham and Charles W. Sheetham, defendants, and The Patrons Mutual Fire Insurance Association, and George C. Reitze, Secretary and Treasurer, Garnishee,
Issued Nov. 10, 1925

Def. & writ (Plff. pd) #	2.75
Shff. Mulshall	4.60
Pro. Greeley	2.50
Atty	3.00
John Schuler, Atty for Garn.	10.00

Of No. 2910 November Term, 1924
Attachment Execution Returnable to First Monday of December, 1925
To attach all and singular the goods and chattels, rights, credits and moneys of defendants in the hands of said garnishee, with notice to the Insurance Commissioner of the State of Pennsylvania.
and now, Nov. 18, 1925 Writ returned. Served the within attachment Execution on the within named Grace Sheetham and Charles W. Sheetham, Defendants, and on Geo. C. Reitze, Garnishee, on Nov. 12, 1925 on Nov. 11, 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. Mulshall, Sheriff.
Feb. 18, 1926 Interrogatories to Garnishee filed, and rule on Garnishee to answer in ten days. Service accepted by John Schuler, Esq, Atty for Garnishee
Feb. 29, 1926 Answers of Garnishee filed.
And now, to wit, March 1, 1926, On motion in open Court, judgment is granted against the said garnishee for the pro rate proportion of the amount admitted in garnishees answer to be due, after pro rating the full sum admitted among the several writs entitled to participate therein. (See paper filed) Corp. p. 118.
Per Curiam.
And now, March 4, 1926, The fees of John Schuler, Atty for the garnishee in this case, are fixed at $10.00. Per Cur. (See paper filed)

And now, April 6, 1926, the Prothonotary is directed to satisfy the above judgment as to the Garnishees, The Patrons mutual Fire Insurance Assn. and George C. Reitze, Secy. & Treas. See receipt at no. 2 Feby. 1926 on opposite page.
Donald C. Thompson, Atty. for Plff.

FEBRUARY TERM, 1926

Thomas & Thomas

vs

Cheney appears for Patrons Mut. Fire Asso. and Geo C. Reitze Sec & Treas Nov 24/25 John Schuler

Lochranton Milling Company

vs

Grace I. Cheetham and Charles W. Cheetham, defts., and Patrons Mutual Fire Insurance Association and George C. Reitze, Secretary-Treasurer, Garnishee

Issued Nov. 10, 1925.

No. 96 November Term, 1924.

Attachment Execution, Returnable to First Monday of December next.

To attach all and singular the goods and chattels, rights and credits, moneys and property of the defendants in whose hands the same may be, and especially in the hands of Patrons Mutual Fire Insurance Association and George C. Reitze, Secretary Treasurer thereof, and Summon them 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 by handing to each of them, including George C Reitze, Garnishee, on Nov. 12, 1925, a true and attested copy of the within writ, and making contents of same, known to them. So Answers

H. B. Cutshall, Sheriff

Tax & writ (Plff's pd)	$ 2.75
Shff. Cutshall	4.60
Pro Greeley	1.00

April 6 1926 Rec'd of Peffs atty Five and 60/100 Dollars Shff & Proctrs costs

U. L. Greeley Pro

April 6 1926 Received from Pro Greeley $4.60 my costs

H B Cutshall Shff

And now, April 6, 1926. Recd of John Schuler atty thirty-eight and 70/100 ($38.70) Dollars in full of all sums due from Patrons Mutual Fire Insurance Association, and George C. Reitze, Secretary-Treasurer, Garnishee, and the Prothonotary is directed to discontinue said case as to said Garnishee only.

Thomas & Thomas
attys for Plff.

FEBRUARY TERM, 1926

John O. McClintock Walter J. McClintock 5	The City Garage Company, a corporation vs. Carl H. Vatter Issued Nov. 10, 1925. # Sat & writ (Pltf's pd) 3.00 Shff's Cutshall	Replevin for one Studebaker Touring Car, Model E.H., Motor No. 14477, Manufacturers No. 255,472, in the possession of the defendant Carl H. Vatter, at his garage No. 1097 Market Street, Meadville, Pa., or where found, of the value of #200.00 Returnable to Nov. 10, 1925, Affidavit as to value of property filed. Nov. 10, 1925 Bond of Plaintiff, with L. Earll and Sam F. McQuiston as surety in the sum of #400.00, approved and filed. Now Dec 7, 1925, Writ returned:- Served the within writ on the within named Carl H. Vatter on November 11, 1925 by handing to him a true and attested Copy of the writ and making known to him the contents thereof. The property replevined was delivered to the Plaintiff as the Defendant failed to file counter bond within the seventy Two hours from date of service of the writ. So answers H. B. Cutshall, Sheriff

FEBRUARY TERM, 1926

J. E. Bossard
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✓ Adams & Cleveland
vs.
✓ Charles L. Shaw, dft.
✓ and Karl Willard,
Garnishee.
Issued Nov. 14, 1925

Jay Twist (Plff pd)	# 2.75
Shff Cutshall	5.90
Prov G 12-28-25 paid	1.00

and now Dec 10th 1925 Recd of J. E. Bossard atty Five & 90/100 Dollars my Costs
O.K.B. H.B. Cutshall Sheriff

Of No. 84 November Term, 1925.
Attachment Execution, Returnable to First Monday of December, 1925.
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 Karl Willard, and summon him as garnishee
Now Dec 7, 1925. Writ returned:-
Served the within writ on Karl Willard Garnishee on November 14, 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 Charles L. Shaw, defendant. So answers
H. B. Cutshall, Sheriff.

And Now Dec. 29th 1925 this case is settled and discontinued of record.
J. E. Bossard, Atty for Plaintiff.

FEBRUARY TERM, 1926

S. R. Miller	– Alice Cummings	Scire Facias sur Mortgage recorded	
7	vs.	in Mortgage Book No. 93, page 315	
	– Lola M. Potter and	Returnable to First Monday of December	
	– W. O. Potter, mortgagors,	1925.	
	and Gerald Finlan,	Nov. 16, 1925, Affidavit as to title	
	Blanche B. Finlan,	to land filed.	
	Ray O. Potter and	Now Dec. 7, 1925 Writ returned:-	
	Cecil W. Potter, Terre	Served the within writ on Lola M. Potter	
	Tenants.	W. O. Potter and Ray O. Potter on November	
	Issued Nov. 16, 1925	30th 1925 by handing them true and attested	
		copies of the writ to Lola M. Potter, she,	
	#	Lola M. Potter being the wife of W. O. Potter	
	Tax & writ ($2.00 paid) 2.75	and she, Lola M. Potter, being the mother	
	Ree. Hood .50	of Ray O. Potter. I made known to her,	
	Shff. Cutshall 13.20	Lola M. Potter, the contents of said	
	Shff. Cutshall, alias 2.00	writ nihil habet as to Gerald Finlan,	
	Pro. Speeley 4.25	Blanche Finlan and Cecil W. Potter	
	Atty 3.00	So Answers	
		H. B. Cutshall, Sheriff	

Dec 12 1925
Alias sci. Fa. sur mortgage as to Gerald Finlan, Blanche Finlan and Cecil W. Potter issued, returnable to first monday in January, 1926. Issued December 12, 1925.

Alias writ retd. Jan. 4, 1926, Nihil habet as to Gerald Finlan, Blanche B Finlan and Cecil W. Potter. So and H. B. Cutshall, Sheriff.

And now, January 7, 1926. On motion of plaintiffs Attorney, judgment is entered in favor of plaintiff and against the defendants, for want of an appearance and affidavit of defense, and same liquidated at the sum of Seven hundred nine and 6/100 Dollars. (See paper filed)

Debt # 709.06
Int. from Jan. 4, 1926
Judgment
W. L. Speeley, Pro.

P. pages 202, 80, 202[85] page 150-150.

Lev. Fac. to No. 57 Feb. Term, 1926.

FEBRUARY TERM, 1926

Thomas & Thomas
Charles B Stegner

Albert M Bates

June 2 1926 Rec'd of Pffs atty Nineteen and 10/100 Dollars Shff & Prothy Costs
V. L. Greeley Pro

June 2. 1926
Received from Pro Greeley $8.35 ~~my~~ costs
H B Kuhlhall

Mary Thompson
vs
National Casualty Company, a corporation
Issued Nov. 16, 1925

	#
Tax & writ (paid)	2.00
Shff. Kuhlhall	8.35
Pro. Greeley	10.50
Comr. Head	
Jury. fee	4.00
Atty	3.00

Summons in Assumpsit Returnable to first Monday of December next

Nov. 16, 1925, Affidavit that plaintiffs claim exceeds $100.00 filed.

Nov. 16, 1925, Pffs. statement of claim filed.

Writ retd: And now, Nov. 23, 1925, summons returned served as per return of Sheriff of Dauphin County. So answers,
H. B. Kuhlhall, Sheriff.
(For return of Sheriff of Dauphin County and acceptance of service by Insurance Commissioner see Summons.)

Dec. 7, 1925. Affidavit of defense filed.

On Trial List for 1st Mon. Jan. 1926 No 19.

Dec. 1925, Continued on application of deft.

And now, to wit, Feb. 19, 1926, Deft. by its Atty enters a rule for a commission to be issued to Basham L. Head, 917 Ford Building Detroit, Michigan, to take the testimony of Miss. E. A. Grant and Horace S. Curtis on the annexed interrogatories, etc.

Same day, Interrogatories filed. Same day, Exceptions by Pffs and waiver of notice filed.

Same day, Commission issued

On Trial List for First Mon Mar 1926 at No 20.

March 8, 1926. Depositions filed and Attorneys notified.

And now, March 8, 1926. Amendment allowed to Statement of claim. Per Cur. (See paper filed)

And now, March 8, 1926. Amendment allowed to affidavit of defense. Per Curiam. (See paper filed.)

And now, March 8, 1926, Jury selected and sworn as follows: 1- Arthur Moon, 2- Fred S. Bates, 3- Mrs. Latha Bell, 4- J. R. Bolton, 5- May Burkhart, 6- Mrs. Florence Rust, 7- Ray Skelton, 8- Mrs. Myrna Danner, 9- Mrs. Zelda Ebel, 10- Warren Hubbard, 11- Mrs. Jennie Lang, and 12- Earl H. Tomlin - twelve good and lawful persons, who upon their solemn oaths which they have taken, say: March 8, 1926, they find for the plaintiff in the sum of Eleven hundred forty-eight and 95/100 Dollars. Corp. page 159.

March 8, 1926. Pffs. and Defts. points filed.

March 12, 1926. Motion by Deft. for a new trial filed, and rule to show cause granted why a new trial should not be allowed
Per Curiam.

On Argt. List for May Tr. 1926, No 6.

May 24, 1926. Rule for new trial discharged. Per Curiam.

June 2, 1926, rec'd satisfaction in full of this Judgment, Debt, interest + costs + deed - Same to be satisfied of record

Thomas & Thomas
Pffs Attys

FEBRUARY TERM, 1926

Thomas & Thomas
vs
b. Victor Johnson

Robert Sheehan
vs
b. H Jackson
Issued Nov. 17, 1925
#
Jas & writ (paid) 2.00
Gen. Greeley 8-20-26 Pd by Cost Surveyor .25
Effie Peffers fee 15.00
Atty 3.00

Summons in Trespass. Returnable to first Monday of December next.
And now, November 17, 1925, b Victor Johnson, Esq., appears for the deft. and waives the issuing of a summons, with the same force and effect as if said summons had been regularly issued and duly served personally upon the defendant by the Sheriff of Crawford County; and also accepts service of copy of plaintiffs statement of claim in this case.
(See praecipe)
Nov. 17, 1925 Plaintiffs statement of claim filed.
On Trial List for 1st Mon of Jan. 1926 b. u.
Dec. 1925 Continued on application of plaintiffs counsel, and marked Remanet.
Per Curiam.

Aug. 20, Recd from Thomas & Thomas, Attys for Plffs. $9.50, being Pro. & Sat, $4.50 & Comr. Peffers $5.00.
V. L. Greeley, Pro.

On Trial List for First Mon of Mar. 1926 at No 3.
Mch 2 1926 Testimony of Dr J. A. Lawrie filed.
Now, March 2, 1926, Defendant in open Court confesses judgment in favor of plaintiff in the sum of Eight Hundred Dollars ($800).
Per Curiam.

Debt $800.00
Int. from March 2, 1926.
J. page 57. Judgment
V. L. Greeley, Prothy.

Aug 20, 1926, received satisfaction in full of this judgment, debt, interest and costs & direct same be entered of record
Thomas & Thomas
attys for Plffs

FEBRUARY TERM, 1926

Thomas & Thomas ✓

A. Victor Johnson ✓

Aug. 20, 1926 Received from Thomas & Thomas, Pltffs. atty's, $18.25, being Pro. & Sat. $9.25, Comp. Peppers $5.00 & Jury Fee $4.00
V. L. Greeley, Pro.

Leon Woodworth
vs
6. H. Jackson
Issued Nov. 17, 1925

	#
Tax & writ (paid)	2.00
Pro. Greeley	8.50
Effie Peppers Sat. 10-26 by cash	5.00
Jury fee	4.00
Atty	3.00
Pltffs. Bill of Costs	25.74
Pro. G. Since Sat.	.75

Aug. 4, 1926 2 juries raised & this judgment set aside by Opinion of Court
Leon Woodworth vs 6. H. Jackson

Summons in Trespass, Returnable to First Monday of December next

And now, Nov. 17, 1925, 6. Victor Johnson, Esq., appears for the deft. and waives the issuing of a summons and accepts service thereof, with the same force and effect as if said summons had been regularly issued and duly served personally upon the defendant by the Sheriff of Crawford County, and also accepts service of copy of plaintiffs statement of claim in this case. (See praecipe for summons)

Nov. 17, 1925, Plaintiffs statement of claim filed.

On Trial List for 1st Monday Jan. 1926 No. 12.

Dec. 1925, Continued on application of plaintiff and marked Remanet. Per Curiam.

On Trial List for 1st Mon. Mar. 1926 at No. 3

Mch 3 1926 Testimony of Dr. J. A. Lowrie filed

And now, March 2, 1926, Jury selected and Sworn as follows: 1- 6. 6. Werley, 2- Ralph Loudee, 3- David J. Dowling, 4 Guy L. Edwards, 5- O. H. Beers, 6- William J. Wood, 7- William Sanders, 8- John Greeley, 9 Herbert Douglass, 10- Mrs. Elizabeth Dennis, 11- Laura Winchester, 12 H. A. Gerow: twelve good and lawful persons sworn, who upon their solemn oaths which they have taken say March 4, 1926, they find for the plaintiff in the sum of Seven hundred eighty-three and 50/100 Dollars.

J. page 57.

March 4, 1926. Motion by Deft. for a new trial filed and rule to show cause granted. Per Curiam.

On Argt. List for May Term, 1926 No. 2. May 24, 1926 Argued Set V.

Now, August 2, 1926, defendants rule for new trial will be marked discharged by the Prothonotary, provided plaintiff shall file of record within fifteen days from this date his remittitur of all damages in excess of $375.00. Upon his failure to file said remittitur, the Prothonotary is directed to mark said rule "absolute". (See opinion filed)

Per Curiam.

Aug. 4, 1926, Plaintiffs bill of costs, $25.74, filed.

Aug 20, 1926 received satisfaction in full of this judgment, debt, interest, costs & damages and satisfied of record

Thomas & Thomas
Attys for Pltff.

FEBRUARY TERM, 1926

Thomas & Thomas
vs.
C. Victor Johnson

O. D. Woodworth & Fanny
vs.
C. A. Jackson
Entered Nov. 17, 1925

	#
Tax to Pro. (plffs. paid	2.00
Pro. Greeley,	8.50
Joan Culbertson	5.00
Jury fee	4.00
Atty	3.00
Plffs. Bill of Costs	93.41
Pro. $. since Tax.	.75

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

And now, Nov. 17, 1925, C. Victor Johnson, Esq., appears for defendant and waives the issuing of a summons, and accepts service thereof, with the same force and effect as if said summons had been regularly issued and duly served personally upon the defendant by the Sheriff of Crawford County, and also accepts service of copy of plaintiffs statement of claim in said case. (See praecipe)

Nov. 17, 1925, Plaintiffs statement of claim filed.

On Trial List for 1st Mon Jan. 1926 No. 13. Dec. 1925, continued on application of plaintiff and marked Remanet. Per Curiam.

On Trial List for 1st Mon of Mar 1926 as no 5.

Mch 4, 1926 Testimony of George Bosler filed

And now, March 2, 1926, Jury selected and sworn as follows: 1- C. C. Werley, 2- Ralph Longee, 3- David J. Dowling, 4- Guy L. Edwards, 5- O. N. Beers, 6- William J. Wood, 7- William Sanders, 8- John Tregley, 9- Herbert Douglass, 10- Mrs. Elizabeth Dennis, 11- Laura Winchester, 12- H. A. Gerow; twelve good and lawful persons who upon their solemn oaths which they have taken, say March 4, 1926, they find for the plaintiff in the sum of Three hundred eighteen and 50/100 Dollars. J. page 57.

March 4, 1926, Motion by Deft. for a new trial filed, and rule to show cause granted. Per Curiam

On Argt. List for May Term, 1926, No. 3 May 24, 1926 Argued C.A.V.

Now, August 2, 1926, the defendants rule for new trial will be marked "discharged", provided plaintiff shall file of record within fifteen days from date, his remittitur of all damages in excess of $250; and upon his failure so to do, the Prothonotary will mark said rule "absolute." Per Curiam. (See paper filed)

(See opinion filed in preceding case)

Aug. 4, 1926, Plaintiffs bill of costs, $93.41, filed.

Aug 20, 1926 Received from Thomas & Thomas, attys for Plff. $18.25, being Pro. Tax $9.25, Joan Culbertson $5.00 & jury-fee $4.00.
V. L. Greeley, Pro.

Aug 23 1926 Rec'd of Pro Greeley Five Dollars ($5.00) my costs.
Joan Culbertson

Aug. 4, 1926. Judgment in favor of Plff. for $250
O. D. Woodworth

FEBRUARY TERM, 1926

J. E. Bossard

12

In the Matter of the Incorporation of Ida M. Cribbs Methodist Home.
Entered Nov. 18, 1925

		#
Pro. Speeley	2-18-26 paid	3.00
Pro. S. amendment	5/19/34 pd	3.00
Trib. Pub. Co.	pd	4.63
Connellsville Courier	pd 12-9-47	4.75
Pro. S. Amendment	Pd	4.00
Pro. S. Amend.	Paid 8-28-52	5.00
Pro. S.	9-7-55 Paid	8.00
Pro. S.	6-25-56 Paid	5.00
Pro S.	11-18-63 Paid	10.00

Nov. 18, 1925, Certificate for Incorporation filed.

Jan. 4, 1926 Proofs of publication of notice of application filed.

Decree of Court. And now, Jan. 4, 1926, A. D., the within Artificate of Incorporation, having been on file in the office of Prothonotary of the Court of Common Pleas of Crawford County, Pa., since the eighteenth day of November, A.D. 1925, as appears from the entry thereon, and due proof of said publication having been presented to me as well as proof of the residence of the incorporators, and it appearing by the certificate of the Secretary of the Commonwealth that the name chosen by said incorporators 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 purposes specified for corporations of the First Class according to the Act of General Assembly of April 29, 1874 and its supplements, and that said purposes are lawful and not injurious to the community.

It is therefore ordered and decreed that the same be approved and that upon the recording of said Charter and its endorsements and this order in the Office of Recorder of Deeds in and for this County and State, the subscribers thereto and their associates shall hereafter be a corporation of the First Class under the name of "Ida M. Cribbs Methodist Home," for the purposes and upon the terms set forth in the said Charter.

By the Court,
Thos J. Prather P. J.

(See paper filed)

Continued on page 468.

March 23, 1934, Application for amendment of certificate of incorporation, filed.

April 2, 1934, Proofs of publication of notice, and order approving amendment, filed.

And now, April 2, 1934, upon presentation of the foregoing application for the amendment of the charter of the Ida M. Cribbs Methodist Home, in open Court by Jefferson E. Bossard, attorney, and upon due consideration thereof, the Court being of the opinion that the proposed amendment is lawful, and will be beneficial and not

FEBRUARY TERM, 1926

13

L. R. Steinbaugh
vs.
J. H. Rifenberick
Entered Nov. 20, 1925

Pro. Greeley, paid 11-24-25 # 2.25
Plff.-original costs 3.50

Of No. 236 February 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 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.

Dated Nov. 19, 1925

Debt # 400.00
Int from Nov. 19, 1925

R. page 146.

Judgment.
D. L. Greeley, Proth'y.

Am Sci Fa no 8 Feb Term 1939

FEBRUARY TERM, 1926

14

✓ John A. Neyland
vs
✓ G. L. Bresee and
✓ Myrtle Bresee.
Entered Nov. 20, 1925.

Prothy Greeley (P.Fff 1d) $2.25
Affp. on Original 1.50

O.J. No. 236 February 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 Five Hundred Dollars, being the amount of debt, interest and costs now due on the original judgment
Dated Nov. 18, 1925.

Debt $500.00
Interest from Jan. 6, 1926.

Br. pp. 25 & 167.

Judgment
V. L. Greeley, Prothy.

Jan 24 1928 The above judgment Satisfied of record. (See paper filed.)

FEBRUARY TERM, 1926

Wesley B. Best
15

Tony Caravella
vs.
Nick Forese, owner
or reputed owner.
Issued Nov. 20, 1925

Jay writ (Atty pd) #	2.75
Shff. Cutshall	2.85
Shff. on lien	1.50
Pro. Greeley	2.25
Atty fee Apl 28/26 Bof	3.00

Of No. 2 February Term, 1924, Mch. L. Doc.
Scire Facias sur Mechanics Lien
filed Nov. 26, 1923, and entered in
Mechanics Lien Doc. No. 6, page 2;
Returnable to next term.
Nov. 20, 1925 Affidavit as to ownership
of real estate described in lien filed.
And now Nov. 27, 1925 writ returned.
Served the within writ on the within
named Nick Forese on Nov 24, 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. Cutshall
Sheriff

April 28, 1926 Received
from Wesley B. Best Esq.
Plffs. Atty # 5.35, being
Shffs. and Pros. costs +
sat. fee.
V. L. Greeley, Pro.

April 29, 1926
Received $2.85 my costs
from Pro. Greeley
H. B. Cutshall Shff

— And now, April 1, 1926, upon
praecipe of plaintiffs attorney,
judgment is entered in this case
in favor of plaintiff and against
defendant, for want of an appearance and for want
of an affidavit of defense, and liquidated at the
sum of Three hundred seventeen dollars and nineteen
cents. (See paper filed)

Debt # 317.19
Int. from April 1, 1926
J. page 143. Judgment.
V. L. Greeley, Prothy

April 28th/1926 Rec'd One hundred twenty seven 85/100 dollars in full
Satisfaction of the balance due on above Judgment and costs and I hereby is
hereby directed to Satisfy the same
127.85
Wesley B Best
Atty for Plaintiff

FEBRUARY TERM, 1926

16

First National Bank of Sandpidge Springs, Pa.
vs
Otto L. Brown,
Lacy Brown and
Addison Brown.
Entered Nov. 21, 1925.
#
Prs. Greeley (paid) 2.25

Note: Above costs included in debt.

Of No. 129 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 the plaintiff and against the defendants, with all the waivers and conditions contained in the original judgment note for the sum of One thousand seven hundred three and 50/100 Dollars, being the amount of debt interest and costs now due on the original judgment.

Dated Nov. 19, 1925.

Debt # 1703.50
Int. from Nov. 19, 1925.
Judgment.

Br. pp. 174, 191, 166.

D. L. Greeley, Prothy.

FEBRUARY TERM, 1926

Thomas & Thomas 17 Abstract 12/3/25	Mary Elmina Klingensmith and W.B. Klingensmith, her husband vs. John A. Hanka Issued Nov. 21, 1925. Tax & writ (paid) $3.00 Shff. Cutshall	Ejectment for a strip of land 1½ ft. wide by 125 feet long, situated in the Third Ward, City of Meadville, on the east side of Canal, or Elm Street. Returnable to First Monday of Dec. next. Nov. 21, 1925, Affidavit as to Claimant filed. Nov. 21, 1925, Plaintiffs declaration and abstract of title filed. and now Nov. 23, 1925 Ejectment returned served the within Ejectment and Plaintiffs Declaration and abstract of Title, on the within named John A Hanka on Nov. 21, 1925 by handing to him a true and attested copy of each, and making contents of same known to him. So answer H. B. Cutshall Sheriff.

FEBRUARY TERM, 1926

Clarence J. Bryan ✓
Donald C. Thompson
18

The First National Bank of Albion, Pa
vs.
✓ Eddy & Sergeant and
✓ D. G. Eddy, Defendants, D. G. Eddy Co. Garnishee.
Issued Nov. 21, 1925.

Jas & writ	2.75
Shff. Cutshall	5.40
Pay Greeley	4.00
atty	3.00

Mch 29 1926 Rec'd of D. C. Thompson atty $15 and 75/100 costs
V. L. Greeley Pro.

Mch. 29 1926. Received from Donald C. Thompson $5.40 my costs
H. B. Cutshall, Sheriff

Of No. 109 November Term, 1925.
Attachment Execution
Returnable to First Monday of December next.
To attach all and singular the goods, chattels, rights, credits and moneys, as well as the stock, certificates, or Several shares of the capital stock of D. G. Eddy, deft., in the D. G. Eddy Company, or in any manner due or owing the said defendants from the said D. G. Eddy Company; and summon them as garnishees.
And now Nov 27, 1925 Writ returned: Served the within attachment Execution on the within named D. G. Eddy, Defendant and D. G. Eddy and Anna E. Malley as Garnishee, on Nov. 23, 1925 at 283 Chestnut St., Meadville, Pa., by handing to Anna E. Malley a true and attested copy of the within attachment Execution for each of them and making contents of same known to her. So Answers
H. B. Cutshall
Sheriff.

Feb. 25, 1926. Interrogatories to garnishee filed, and rule entered on Garnishee to answer within ten days.

Feb. 26, 1926. Pltff's. Atty makes affidavit of service of rule and interrogatories on Garnishee. (See back of same)

March 29, 1926 – This judgment having been paid in full, ~~of debt~~ interest, and all costs, I direct the same marked satisfied, and the proceedings on this attachment similarly marked satisfied of record.
Donald C. Thompson,
Of Counsel for Plaintiff.

FEBRUARY TERM, 1926

Otto Kohler
19

July 16. 1926 Rcd from L. J. Culbertson atty Twenty Seven & 30/100 Dollars costs in this case
V. L. Greeley Pro

Received from Pro. Greeley Six Dollars any costs
July 16/26. Otto Kohler

July 27. 1926
Received $4.30 my costs from Pro. Greeley
H B Cutshall

Charles Fahr
vs.
Emma A. Merwin
and John A. Hanka, Constable.
Issued Nov. 23, 1925

Jay & writ (paid)	3.00
Shff Cutshall	4.30
Pro. Greeley	12.00
Jury-fee	4.00
Atty	3.00
Vis	1.30
	1.00

Replevin for seven showcases and contents, ten fur coats, three hundred other coats, one safe, and all other personal property, of the total value in excess of Four hundred fifty-five Dollars: Returnable to the First Monday of December next.

Nov. 23, 1925, Affidavit of plaintiff as to value of property filed.

Nov. 23, 1925, Plaintiffs bond with Otto Kohler and Karl R. Fahr as sureties, in the sum of $910.00, approved and filed. Leave being granted, Otto Kohler, Esq. to become surety, - by Hon. Thos. J. Rather, P. J.

Nov. 24, 1925, Rule on plaintiff to declare in 15 days or judgment, and Service of rule accepted by Plffs. attorney.

Nov. 25, 1925, Plaintiffs Statement filed and service of same accepted by Defts. attys.

Dec. 7, 1925 Defendants statement and answer filed, and service accepted by Plffs. attorney.

and now Dec. 11, 1925, Replevin Returned. Served the within Replevin on the within named John Hanka, Constable on Nov. 23, 1925, by handing to him a true and attested copy of the within replevin and making contents of same known to him. Leland J. Culbertson, atty accepted service for Emma A. Merwin on Nov. 25, 1925. So Answers
H. B. Cutshall, Sheriff

On Trial List for 1st Monday of Jan. 1926 No. 77.

And now, January 6. 1926, Jury Selected and sworn as follows: 1- Webster Kelley, 2- (W. E. Barton, Excused), 3 Fred Grundaker, 4- Mrs. Sadie Oakes, 5- Clyde Wood, 6- Harry Yocum, 7- Flora Palmer, 8- Clarence Noel, 9- Elizabeth Mays, 10 Harry A. Kunz, 11- Mrs. Clara E. Thomas, 12- Katherine Kellogg - twelve good and lawful persons, who upon their solemn oaths which they have taken, say, January 7, 1926, they find for the plaintiff as shown by answers to questions submitted by the Court. (See questions annexed) Fff; M.231; Ffa. 71.

Jan. 6, 1926, Plffs. points filed and Defts. points filed.

Jan. 7, 1926 Motion by Defts. for new trial filed, and rule to show cause granted. Per Curiam

Jan. 8, 1926 Motion by Defts. for ~~a new trial~~ judgment non obstante veredicto filed, and rule to show cause granted. Per Curiam.

Jan. 9, 1926. Motion by Plff. for a new trial filed, and rule to show cause granted, with leave to file reason at any time before argument.
Per Curiam.

And now, Jan. 9, 1926. On presentation of motion on part of Plff., an order is granted on the Stenographer to transcribe and file all the evidence taken on trial and rule granted to show cause why judgment should not be entered in favor of Plff upon the whole record.
Per Curiam.

Continued on page 591.

FEBRUARY TERM, 1926

Otto Kohler
20

Dec. 9, 1925, Recd from Phffs. Atty $1.70, being Shffs. and Pros. costs.
V.L. Greeley, Pro.

Dec. 9 1925
Received 6⅞ in my costs from Pro Greeley
H.B. Knutshall Sheriff

O.L. Dapp
vs.
Vern L. Pratt
Issued Nov. 23, 1925

	#
Taxtwick (Atty paid)	2.00
Shff Knutshall	6.70
Pro Greeley atty	1.00

Summons in Assumpsit, Returnable to first Monday of December, 1925
Nov. 23, 1925. Statement of claim filed
Writ returned: Served the within summons and statement of claim on the within named Vern L Pratt on Nov. 25, 1925, by handing to him a true and attested copy of the summons and statement of claim and making contents of same known to him.
So answers
H.B. Knutshall, Sheriff.

Now. Dec. 9, 1925, this case settled.
Otto Kohler
Atty

FEBRUARY TERM, 1926

Leland J. Culbertson,
Stuart A. Culbertson

21

Feby 11 1926 Rec'd of Peffs atty Seven and 55/100 dollars costs in this case
V. L. Greeley Pro

Feby 11 1926 Rec'd of Pro Greeley Fifty cents my cost

Feb. 11 1924
Received $4.30 my costs from Pro Greely
H. B. Kutshall Sheriff

Gertrude Pease, Executrix of the last will and testament of Barbara A. Blanchard, deceased,

vs.

B. A. Curran and Oda B. Curran, his wife.

Issued Nov. 24, 1925

Tax & writ (Atty pd)		2.50
Rec. Hood Rec'd pymt	2-11-26	.50
Shff. Kutshall		4.30
Pro. Greeley for County		2.75
attorney		3.00
~~Costs~~ (2-5-26 pd)		.75

(See paper filed)
C.P. 289

Scire Facias sur Mortgage recorded in Mortgage Book Vol. 128, page 11; Returnable to First Monday of Dec. next.

Nov. 24, 1925, Affidavit as to ownership, default, etc., filed.

Now December 11, 1925, comes the plaintiff Gertrude Pease, Executrix of the Last Will and Testament of Barbara Blanchard, deceased, by her attorneys, Leland J. and Stuart A. Culbertson, and takes Judgment against the above named defendants, B. A. Curran and Oda B. Curran, his wife, for want of an appearance and affidavit of defense and liquidates the said judgment as follows.

Principal debt	$2000.00
Interest from april 21st, 1925 to date	83.33
attorneys commission at 5%	104.15
Judgment	2187.48

V. L. Greeley
Prothonotary

Now Nov. 28, 1925 Writ returned:- Served the within writ on the within named B. A. Curran and Oda B. Curran, his wife on November 28, 1925 by handing to Oda B. Curran, two true and attested copies of the writ, one copy for her, and one copy for her husband B. A. Curran and made known to her the contents thereof. So Answers
H. B. Kutshall, Sheriff.

And now February 5, 1926 for value received I hereby extend the the above judgment for three years from this date.
Gertrude Pease
Exr. Barbara A. Blanchard.

And now February 5, 1926 for value received I hereby sell, assign, transfer and set over unto Cornelia Townley Smith of Mayfield township, her heirs and assigns all my right, title and interest in and to the above judgment with full power to sue and collect therein.
Gertrude Pease
Exr. Barbara A. Blanchard

And now June 24, 1935 received satisfaction in full of the above judgment, debt, interest and costs
Cornelia Townley Smith.
Mark K. Gallagher
Atty for Plff

FEBRUARY TERM, 1926

O Clare Kent
22

Feby 15 1926 Rec'd of Peff by atty Sixteen and 65/100 Dollars Shff + Printing costs
V. L. G. Pursley Pay

Feb. 15. 1926
Received from Pursley $16.65 in costs
H B Cutshall, Shff

Joseph Edward Peterman
vs.
Goldie May Peterman
Issued Nov 24, 1925

	#
Jax Writ	3.00
Shff Cutshall	5.80
A L Knapp, Master	25 00
Pro Speeley	7,85
Atty	3.00

Subpoena in Divorce.
And now, Nov. 23, 1925, subpoena awarded, Returnable to the first Monday of January next.
(Signed) Thos. J. Brother, P. J.

Served the within Subpoena in Divorce on the Respondent, personally, on the twelfth day of December, 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 Arthur L Knapp, Esq is appointed Master in this case.
(See paper filed) Commissioned, Per Curiam.

February 8, 1926 Testimony and report of Master filed

On Argument List for Feb. Term, 1926 No. 24.
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 Joseph Edward Peterman be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between him, the said Joseph Edward Peterman the libellant, and the said Goldie May Peterman the respondent.
And that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage shall cease and determine;
And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married.
(See paper filed) Per Curiam.

FEBRUARY TERM, 1926

O. Clare Kent
23

Feby 15 1926 Rec'd of Peff by atty Seventeen Pound 60/100 Dollars Shff & Prothy's Costs
H. B. Greeley Pro

Feb 15 1926
Received $6.75 from Pro
Greely my costs
H B Kutshall Sheriff

Ida Swift
vs.
Fred O. Swift
Issued Nov. 24, 1925

	#
Tax & writ	3.00
Shff. Kutshall	6.75
J. A. Northam, Master	25.00
Pro. Greeley	7.85
Atty	3.00

Subpoena in Divorce
And now, Nov. 23, 1925, subpoena awarded. Returnable to the First Monday of January next.
(Signed) Thos. J. Prather, P. J.

Served the within Subpoena in Divorce on the Respondent, personally on the eleventh day of December, 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, Jan. 7, 1926 John A. Northam, Esq. is appointed Master in this case.
(See paper filed) Com. issued. Per Curiam.

Feby 3 1926 Testimony and Report of Master filed.

On Argument List for Feb. Term, 1926, No. 25.

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 Ida Swift be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Ida Swift the libellant, and the said Fred O. Swift the respondent.

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

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

(See paper filed) Per Curiam

FEBRUARY TERM, 1926

24

S. R. Stelle
vs.
Elmer Wheeler
Entered Nov. 25, 1925
Pro. Greeley (paid) # 2.25

Of No. 25, February 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 defendant by the Sheriff of said county and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of One hundred and five and 50/100 Dollars, being the amount of debt, interest, (to Dec. 1, 1925) and costs now due on the original judgment.
Dated Nov. 25, 1925.

Debt # 105.50
Int. from Dec. 1, 1925.
Judgment.
W. p. 246
V. L. Greeley, Prothy.

July 26 1927 J. Perry Eckels Esq appears for Plaintiff S. R. Stelle See paper filed.
Fi fa to no 60 Sept Tr 1927
Att. Ex. to No. 120 Sep. Term, 1927.
Nov. 20, 1930. Sci. Fa. to No. 12 Feb. Term, 1936.

FEBRUARY TERM, 1926

Thomas & Kiebort

25

Donald B. Thompson for Garnishee.

Oct 25-1926 - Received Ten Dollars - fee due Atty. for Garnishee. Donald B. Thompson, Atty.

Oct 25, 1926 Rec'd of Dept by atty Seventeen and 55/100 Dollars as costs V. L. Greeley Prothy

Lambridge Lodge No. 901, I.O.O.F.

vs

M. L. Burdick

Issued Nov. 25, 1925

Tax & writ	11-28-25 #	3.00
Shff. Butshall		5.80
Garnishees Atty		10.00
Pro. Greeley		4.50
Atty		3.00
Pro. Pd since		1.00
Sat		.25

Attachment against defendant under Act of March 17, 1869, P.L. 8, as amended by the Act of May 24, 1887, P.L. 197, Returnable to First Monday of January, 1926. Bail required in the sum of $404.90.

Nov. 25, 1925 Affidavit of cause of action filed.

Nov. 25, Bond of plaintiff, with J. A. Logan as surety, dated Nov. 18, 1925, in the sum of $404.90, approved by Hon. Thos. J. Brother, P. J., and filed.

Writ returned: Served the within writ on the within mentioned Seth Donahue, administrator of the estate of Zilla O'Brien, deceased, on Dec. 31, 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 M. L. Burdick.

So answers H. B. Butshall, Sheriff.

Jan. 6, 1926. Donald B. Thompson, Esq., appears for Seth Donahue, Adm. of estate of Zillah O'Brien, deceased, Garnishee. (See paper filed)

May 12, 1926. Statement of claim filed and service accepted by Garnishee's attorney.

May 12, 1926. Interrogatories filed, and rule on Garnishee to answer same within ten days. Service accepted by Attorney for Garnishee.

Oct. 7, 1926, Answers of Garnishee to interrogatories, filed.

And now, Oct. 11, 1926. On motion in open Court, the fees of Donald B. Thompson, as attorney for the Garnishee in the above entitled action, are fixed at $10.00. Per Curiam. (See paper filed)

And now, October 12, 1926 On motion in open Court, judgment is granted in favor of plaintiff and against Seth Donahue, Administrator of the estate of Zillah O'Brien, deceased, Garnishee in the above stated case, upon his answers filed to the interrogatories, admitting money of the defendant in his hands. Per Curiam. (See paper filed)

Same day, Judgment liquidated at the sum of Two hundred thirteen and 18/100 Dollars. (See paper filed)

Debt $ 213.18

Int. from Oct. 13, 1926

Judgment

D.f.p. 72; O.f.p. 94.

V. L. Greeley, Prothy

Now Oct. 25, 1926, received payment in full of judgment entered in this case, debt interest and costs, and the Prothonotary will satisfy the judgment of record.

Thomas & Kiebort

Attys for Plaintiff

Oct. 25, 1926, received of Pro. Greeley $6.00 in payment of filing fee and docket fee

F.C. Kiebort

Oct. 26, 1926

Received $5.80 my costs from Pro. Greeley

H.B. Butshall, Sheriff

And now, Oct. 14, 1926 Upon praecipe of plaintiffs attorneys, judgment is entered in favor of Plaintiff and against Deft. M. L. Burdick for want of an appearance and for want of an affidavit of defence, and same liquidated at the sum of Two hundred thirteen and 18/100 Dollars, with interest thereon from date and costs. (See paper filed)

Judgment

Bu. f.p. 180

V. L. Greeley, Prothy

FEBRUARY TERM, 1926

Otto Kohler ✓ 26 Frederick L. Boland ✓	The Frankelite Co., a corporation, vs. E. J. Schlandecker trading under the title of Schlandecker's Entered Nov. 25, 1925 Tax Entry (pd Atty Nov. 25/25) 2.00	Amicable Action of Assumpsit. And now, Nov. 25, 1925, comes Frederick L. Boland, Esq., appears for defendant, and waives the issuing of summons, with the same effect as if summons had been regularly issued, served personally on the defendant and duly so returned, and also accepts service of plaintiff's statement of claim. (See Statement filed) Nov. 25, 1925. Plaintiffs statement of claim filed.

FEBRUARY TERM, 1926

Otto Kohler 27	The W. Bingham Co. vs. C. E. Myers Entered Nov. 27, 1925 # Tax & entry (paid) 3.50 Atty 3.00	Amicable Action of Assumpsit, with confession of judgment. Filed Nov. 27, 1925. "And now, November 3, 1925, comes C. E. Myers, defendant, and waives the issuing of summons, with the same effect as if the same had been issued and served personally, and so returned by the officer; and confesses judgment against himself and in favor of the W. Bingham Co., for Two Hundred twenty and 17/100 Dollars, being amount of debt plus costs of probate #2.60., waiving all errors and exemptions, provided, however, judgment hereon shall not be entered before Nov. 25, 1925. (Signed) C. E. Myers. Debt #220.17 Int. from Nov. 3, 1925 M. p. 206. Judgment. Fi. Fa. to No. 26 Feb. Term, 1926. V. L. Greeley, Pro. Dec. 7, 1925 Satisfied of record see Fi. Fa.

FEBRUARY TERM, 1926

28

G. W. Manning
vs
Frank Terry
Entered Nov. 29, 1925

Pro. Greeley paid $2.25
Plff. on orig. 1.50

Of No. 318 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 waivers and conditions contained in the original judgment note, for the sum of Five hundred Dollars being the amount of debt now due on the original judgment with interest from March 12, 1925.

Debt $500.00
Int. from March 12, 1925
Judgment.

J. fr. 101

V. L. Greeley, Prothy

Oct. 13, 1926 Received satisfaction in full of the above judgment, debt, interest and costs.

G. W. Manning

FEBRUARY TERM, 1926

J. D. Roberts
29

Paul E. Corey
vs.
Carrie Greta L. Corey
Issued Nov. 30, 1925

Tax & writ (Atty pd) #	3.00
Shff. Critchall	1.85
Shff. Jones alias	1.85
Shff. Jones - prot.	6.75
F. B. Kiebort, Master pd 5-10-26	25.60
Geo. Speeley atty paid	9.85
Atty	3.00

Subpoena in Divorce.
And now, Nov. 25, 1925, Subpoena awarded, Returnable first Monday of January, 1926
(Signed) Thos. J. Prather, P. J.
And now, Jan 4, 1926 Subpoena in divorce returned, the within named Carrie Greta L. Corey not found in my bailiwick
So Answers
A. B. Critchall, Sheriff
Jan. 5, 1926. Alias subpoena in divorce issued returnable to Second Monday of February next
Alias subpoena returned Feb. 8, 1926.
The within named Carrie Greta L. Corey is not to be found in my bailiwick. So answers Chas. H. Jones, Shff.
Feb. 15, 1926. Order for proclamation issued, returnable to first Monday of April next.

2

Jan. 5 1926
Rec'd from J D Roberts
18.60 my costs
A B Critchall Sheriff

May 14 1926
Rec'd from J D Roberts
3.60 Costs of
Chas H Jones Sheriff

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 Kochranton 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. Chas. H. Jones, Shff.
And now, April 5, 1926 Fred B. Kiebort, Esq. is appointed Master in above case. By Hon. Thos. J. Prather, P. J. (See paper filed) Com. issued.
May 11, 1926. Testimony and report of Master filed.
On Arg. List for May Tr. 1926, No. 20
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 Paul E. Corey be divorced and forever separated from the marital ties and bonds of matrimony, heretofore contracted between him, the said Paul E. Corey the libellant, and the said Carrie Greta Corey the respondent.
And that thereupon all and every the duties, rights and claims, accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage, shall cease and determine;
And the said libellant and respondent shall severally be at liberty to marry again in like manner, as if they had never been married.
(See paper filed) Per Curiam

FEBRUARY TERM, 1926

30	F. J. Donavan vs. E. Abbott Entered Dec. 2, 1925 Tax & entry (paid by Deft.) 1.50 Costs on Trans. 36.95	Appeal by Deft. from Judgment of John S. Thompson, J.P.

FEBRUARY TERM, 1926

31

Lora Ryland
vs.
Earl Ryland
Entered Dec. 3, 1925
Pro. Greeley ($2.50 pd) #2.25

Of No. 143 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 One thousand two hundred four and 00/100 Dollars, being the amount of debt, interest and costs now due on the original judgment.

Debt #1204.00
Int. from Dec. 3, 1925

Judgment
V. L. Greeley, Pro.

R. p. 158.

Nov. 25, 1930 Am. Sci. Fa. to No. 21 Feb. Tr. 1931

FEBRUARY TERM, 1926

Geo. Eldred
32

May 13 1926 Rec'd of Pelff by atty Twenty and 30/100 Dollars Shff's Pros Cost
U. L. Greeley Pro

May 13 1926 Rec'd of
U. L. Greeley 10.30/100 Jan 15.00/100
Chas H Jones Shff

Mary Mina Haley
vs
James Hugh Haley
Issued Dec 3, 1925

Tax & writ (Atty's fee)	3.00
Shff Leitshall	1.85
Shff Jones-alias	1.85
Shff Jones-proc	6.75
Pro. Breeley	9.85
Chas B Stegner, Master/paid Master	25.00
Atty	3.00

Subpoena in Divorce
And now, Dec 3, 1925. Subpoena awarded, Returnable First Monday of January next.
(Signed) Thos J Brather, P.J.

Subpoena retd: Jan 4, 1926, the within named James Hugh Haley, not found in my bailiwick. So answers
H B Leitshall, Shff

Jan 7, 1926. Alias subpoena in divorce issued, returnable to first Monday of March next.

Alias subpoena retd March 1, 1926: The within named James Hugh Haley is not found in my bailiwick.
So answers Chas H. Jones, Sheriff.

March 29, 1926, Order for proclamation issued, returnable to next term.

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 Bonneau 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 answer, Chas. H. Jones, Sheriff.

And now, May 10, 1926. Chas. B Stegner, Esqr, is appointed Master in above case to take testimony and make report thereon to the Court. By Hon. Thos. J. Brather, P.J. (See paper filed) Com. issued.

May 14, 1926. Testimony and report of Master filed.

On Arg't. List for May Term, 1926, No. 21.

July 6, 1926. Upon 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 and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered adjudged and decreed.

That the said Mary Mina Haley be divorced and forever separated from the mystial ties and bonds of matrimony, heretofore contracted between her, the said Mary Mina Haley the libellant, and the said James Hugh Haley the respondent.

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

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

(See paper filed)

Per Curiam.

FEBRUARY TERM, 1926

Geo. Eldred 33	Chas. A. Rowley vs Vallie Rowley Issued Dec. 3, 1925 Tax + writ (Atty's fee) $ 3.00 Shff. Cutshall D.C. Thompson, Master Geo. Greeley Atty.	Subpoena in Divorce. And now, Dec. 3, 1925, subpoena awarded, Returnable First Monday of January next. (Signed) Thos. J. Brather, P.J. Meadville, Pa., Dec 7, 1925 I hereby deputize the Sheriff of McKean County to serve this writ H. B. Cutshall, Sheriff of Crawford Co, Pa. And now Dec 16, 1925, writ returned. Subpoena in Divorce served as per return attached of Sheriff of McKean Co, Pa. Served the within Subpoena in Divorce Dec 11, A. D. 1925 upon Vallie Rowley, whom I know by identification of P. Vandervende, to be the respondent within named at Silk Mill in the City of Bradford, McKean County, Pennsylvania, by making known to her the contents thereof and by handing to her a true and attested copy of same personally. So Answers see paper filed. L. W. Barson, Sheriff And now, Feb. 1, 1926,- D. C. Thompson, Esq., is hereby appointed Master to take the testimony in the above entitled case, and to report thereon to the Court. By the Court. (See paper filed) Commission issued.

FEBRUARY TERM, 1926

Arthur L. Bates 34	Edgie Waite vs Bertha Thompson Waite Issued Dec. 3, 1925 # Tax Writ (Atty fd) 3.00 Shff. Kutshall 1.85 Shff. Jones-alias 1.85 Shff. Jones-proc. 6.75	Subpoena in Divorce. And now, Dec. 3, 1925 Subpoena awarded, Returnable First Monday of January, 1926. (Signed) Thos. J. Grather, P. J. Subpoena returned: Jan. 4, 1926, the within named Bertha Thompson Waite not found in my bailiwick. So answers H.B. Kutshall, Sheriff. Jan. 18, 1926. Alias subpoena in divorce issued; returnable to first Monday of March next. Alias subpoena returned: March 1, 1926. The within named Bertha Thompson Waite is not found in my bailiwick. So answers Chas. H. Jones, Sheriff. March 2, 1926. Order for proclamation issued, 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 Scranton Times, Scranton, 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.

FEBRUARY TERM, 1926

Roy S. Peters
35.

May 14, 1926. Received from Libellant, per Roy S. Peters, Esq, $20.30, being Pro. Greeley $9.85 and Shff. Jones $10.45.
U.S. Greeley, Pro.

May 14-1926 Rec'd of Pro Greley Tendans and 45 cts into 10 45
my costs Chas H Jones
Sheriff

Elsie Blum
vs.
Leo Blum
Issued Dec. 3, 1925

	#
Jay Twist (Atty fd)	3.00
Shff. Gutshall	1.85
Shff Jones alias	1.85
Shff. Jones-proc.	6.75
W. B. Best, Master (postponed)	25.00
Pro. Greeley	9.85
Atty	3.00

Subpoena in Divorce
And now, Dec. 3, 1925, subpoena awarded, Returnable to First Monday of January next
(Signed) Thos. J. Prather, P.J.

And now, Jan 4, 1926 subpoena in Divorce returned, the within named Leo Blum not found in my bailiwick So Answers N.B. Gutshall, Sheriff.

Jan. 5, 1926 Alias subpoena in divorce issued returnable to second Monday of February next.

Alias Subpoena returned Feb 8, 1926: The within named Leo Blum is not found in my bailiwick
So Answers Chas. H. Jones, Sheriff

Feb. 9, 1926 Order for proclamation issued to Sheriff, 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 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 Chas. H. Jones, Sheriff.

And now, April 5, 1926. - Wesley B. Best, Esq, is appointed Master in the above case. (Signed) Thos. J. Prather, P. J.
(See paper filed) Com. issued.

May 14, 1926 Testimony and report of Master filed.
On Arg't List for May Term, 1926, No. 22.

July 6, 1926, After due consideration a divorce is granted 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 Elsie Blum be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Elsie Blum the libellant, and the said Leo Blum the respondent.

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

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

(See paper filed) Per Curiam

FEBRUARY TERM, 1926

36

Venire for the
First
Monday of January
1926
Issued Dec. 5, 1925.

Pro Greeley 1.75

Venire to draw and summon fifty persons to be Traverse Jurors for the Court of Common Pleas to be held the first Monday of January next.

Jan. 4, 1926. The Sheriff makes return. "That I have summoned the fifty persons whose names appear on the schedule hereto attached to come and serve as traverse jurors at the Court of Common Pleas to be held at Meadville in and for said County on the first Monday of January, 1926 except Albert Eaton, August May and Ida Werley who were not found in my bailiwick.
So answers H.B. Kirtshall, Sheriff

FEBRUARY TERM, 1926

Charles B. Stegner 37 W. J. Sinderan	Jacob Wizenberg vs. Thomas D. Voukelizas Entered Dec. 7, 1925. Jas. Sentry (Dft. paid) 1.50 Costs on Trans. Dft. pd. 3.00 1.50 4.50	Appeal by Dft. from Judgment of Sebastian D. Hoehn, Esq., J.P. Dec. 7, 1925. W. J. Sinderan, Esq., appears for Dft. (See paper filed) Jan. 9, 1926. Dft. by Attorney enters a rule on Plff. to file Statement of Claim within fifteen days or judgment. (See paper filed) Published. Jan. 21, 1926 Charles B. Stegner, Esq. appears for Plaintiff. (See paper filed)

FEBRUARY TERM, 1926

W. J. Sirdevan ✓
38

June 2, 1926 Received from libellant for W. J. Sirdevan, atty, $9.25, being costs of Shff Cuthbert $1.40 and Pro. Greeley $7.85
V. L. Greeley Pro

June 2 1926
Received $1.40 my costs from Pro. Greeley.
W. B. Cuthbert

Claude Armstrong Willings
vs.
✓ Rosie Jane Willings
Issued Dec. 7, 1925

	$
Jay & writ (Atty pd)	3.00
Shff. Cuthbert	1.40
Shff Skelly (Arrgs. Feb 2nd)	5.60
Master (pd to Master)	25.00
Pro Greeley	7.85
atty	3.00

Subpoena in Divorce
And now, December 7, 1925 Subpoena awarded, Returnable to next term.
(Signed) Thos. J. Prather, P. J.

Subpoena returned. Served the within subpoena upon the within named respondent Rosie Jane Willings on Feb 2, A.D. 1926 at 3 o'clock P.M. at her home near Plumer, Venango County, Pa by handing to her personally a true and attested copy of the writ and reading and making known to her the contents thereof. So answers O. J. Skelly
Sheriff of Venango Co. Penna

And now, Feb. 8, 1926 Chas. B. Stegner Esq is appointed Master in this case.
Thos J. Prather P.J.

Commission issued.

May 13, 1926. Testimony and report of Master filed.

On Argt. List for May Term 1926, No. 23.

July 6, 1926, after due consideration, a divorce is granted 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 Claude Armstrong Willings be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between him, the said Claude Armstrong Willings the libellant, and the said Rosie Jane Willings the respondent.

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

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

(See paper filed) Per Curiam.

FEBRUARY TERM, 1926

Leland J. Culbertson
Stuart A. Culbertson

39

A. E. Eldred, use of Ethel Bryant, now to use of J. Fred Resinger and Louise A. Resinger, his wife,

vs.

Ethel Bryant, Administratrix of the estate of Forest Bryant, deceased, Ethel Bryant Hayes, Leonard Bryant, Joseph Bryant, Elma Bryant Miller and Lewis Bryant.

Issued, Dec. 7, 1925

	#
Tax & writ (-paid)	2.75
Rec. Hood	.50
Shff. Cutshall	19.45
Pro. Speeley	3.50
Atty	3.00
Sat. 3-21-46 Pd	.25

Scire Facias sur Mortgage recorded in Mortgage Book Vol. 77, page 200. Returnable to first Monday of January 1926.

Dec. 7, 1925, Affidavit as to owners of Land filed.

And now, December 7, 1925, upon consideration of the foregoing petition, A. G. Richmond, Esq., is appointed Guardian ad litem for each of the two minors named, to wit; Elma Bryant Miller and Lewis Bryant, with authority to appear and answer for each and both of said minors in the proceedings as above mentioned. Per Curiam (See petition filed)

Same day, Certificate of appointment issued.

Writ returned. Served Ethel Bryant, as per return hereto attached by Sheriff Brown of Erie County. A. G. Richmond accepts Service for Elma Bryant Miller and Lewis Bryant. Served this writ on Leonard Bryant and Joseph Bryant on December 14, 1925, by handing to each of them a true and attested copy of the writ, and making known to them the contents thereof. So answers H. B. Cutshall, Shff.

And now, January 16, 1926 upon praecipe of plaintiffs Attorney, judgment is entered against the defendants for want of an appearance and affidavit of defence, and liquidated at the sum of One thousand seventy-three and 70/100 Dollars. (See Rule Doc. 12, page 610)

Debt	$1073.70
Atty com. included	51.10
Interest from Jan. 16, 1926	

Br. pp. 69, 74, 75, 75. Ha. p. 208 M.p. 106. Judgment.

V. L. Greeley, Prothy.

Lev. Fac. to No. 76 Feb. Term, 1926

FEBRUARY TERM, 1926

Albert L. Thomas Fred L. Kiebort 40	Clarence L. Humes and Ernest E. Humes co-partners doing business as Humes Bros. vs Ray Smith Entered Dec. 7, 1925 Pro. Greeley 4-1-2# atty pd 2.50	Petition for leave to sell one Scribbs-Booth Touring Car, Motor No. BD.7129OR, Manufacturers No. B.3930223, for storage and repairs, amounting to $10.42. Order: Now, December 7, 1925, upon presentation of the above and foregoing petition, it is ordered that the Scribbs-Booth Automobile therein described, be sold by petitioners at public auction, for payment of repair and storage charges thereon. Notice of said sale to be published in the Cambridge Enterprise, once a week for three weeks and also mailed to last known Post office address of defendant at least ten days before sale. (See paper filed) Per Curiam

FEBRUARY TERM, 1926

Albert L Thomas Fred L Kiebort 41 ✓	Clarence L. Humes and Ernest E. Humes, copartners doing business as Humes Brothers vs Myrtle O'Connor Entered Dec. 7, 1925 Pro. Greeley 4-1-26 atty pd 2.50	Petition for leave to sell one Ford Coupe Motor bar, Motor No. 9563908, Manufacturers No. 9563908, for storage and towing charges amounting to $24.50. Order: Now, December 7, 1925, upon presentation of above and foregoing petition, it is ordered that the Ford Automobile therein described, be sold by petitioners at public auction, for payment of towing and storage charges thereon. Notice of said sale to be published in the Cambridge Enterprise, once a week for three weeks, and also mailed to last known post office address of defendant at least ten days before sale. Per Curiam. (See petition filed)

FEBRUARY TERM, 1926

Roy S. Peters atty for Minnie V. Meyler 42

Charles L. Meyler
vs.
Martha Osmun
Entered Dec. 8, 1925

Pro. Greeley ($1.25 pd by Pff) 1.00 ... Dft 2.25

Orig Costs use of Pltff 3.50

Of No. 37 May Term, 1917.
Amicable Scire Facias sur Judgment.

It is agreed That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said county, and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Four Hundred fifty Dollars, being the amount of debt now due on the original judgment; with interest from Sept. 1, 1925.

Debt $450.00
Int. from Sept. 1, 1925
Judgment
Op. 95
V.L. Greeley, Pro.

And now, March 30, 1926, for value received, I hereby sell, assign, transfer and set over unto Minnie V. Meyler, of second Ward, Meadville, Pa., her heirs, executors and administrators and assigns, the above stated judgment, debt, interest and costs, and authorize her to collect all moneys due or to become due on the same.

Minnie V. Meyler,
Executor estate of Charles L. Meyler, deceased.

May 29, 1929 Rec'd. four hundred sixty eight 5/100 Dollars in full satisfaction of debt, interest and costs due on above judgment.

Roy S. Peters, Atty for Minnie V. Meyler,
Minnie V. Meyler Exx.

Signed & ackd by Mrs Minnie V. Meyler Exx. Nov. 14, 1929
V.L. Greeley, Prothy.

43

In the matter of the selection of Jurors for the year 1926.

Entered Dec. 10, 1925

Prov. Greeley 2.50

Order of Court.

And now, to wit, December 7, 1925, it is ordered that when the President Judge and Jury Commissioners meet at the Courthouse 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 said County, there to remain until duly drawn for service according to law.

Per Curiam

(See paper filed)

Jan. 4, 1926. Oath of Jury Commissioner and Sheriff taken and filed.

Feby 11 1926 Certified list of names placed in Jury Wheel for the year 1926 filed. (See list filed.)

FEBRUARY TERM, 1926

J. D. Roberts
44

J. B. Vincent
vs.
W. B. Bell
Entered Dec 10, 1925

Pro. Greeley Deft. pd. $2.25

atty fee (Pa. D.R.) $3.00

No. 131, February 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 serve the same had been regularly issued, served personally on the defendant, by the Sheriff of said County, and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendant with all the waivers and conditions contained in the original judgment note for the sum of One thousand five hundred fifty six and 15/100 being the amount of debt, interest, and costs now due on the original judgment, with interest from Dec 11, 1925.

Debt $1556.15
Int. from Dec 11, 1925
Judgment
B.T. 167 S. L. Greeley, Pro.

June 30, 1926, The above judgment assigned by J. B. Vincent to W. J. Smith, of West Mead Township. (See paper filed July 3, 1926) Am Sci Fa no 31 Feb Term 1931

FEBRUARY TERM, 1926

C. W. Benedict
Ralston
45

The Atlantic Refining Co, a corporation
vs.
R. A. Henderson
Entered Dec. 14, 1925

Pro. Greeley & Tat atty. pd. $2.00
Sheff. Cutshall 11.25
Pro. Greeley 2.50
Atty 3.00

Summons in assumpsit: Returnable to first Monday in January, 1926.
Dec. 11, 1925 Statement of claim filed.
Now Dec. 16, 1925 Writ returned: Served the within summons together with Plaintiffs Statement of claim on the within named R. A. Henderson on December 14, 1925 by handing a true and attested copy of each to Mrs. Lena Henderson an adult member of his family and making known to her the contents thereof. So Answers
H. B. Cutshall, Sheriff

And now, to wit, March 2, 1926, Upon praecipe of plaintiffs attorney, judgment is entered in favor of plaintiff and against defendant, for want of an appearance and affidavit of defense, and liquidated at the sum of Six hundred twenty-five dollars and ninety cents, with costs of suit.
(See Rule Docket 12, page 611.)

Debt $625.90
Int. from March 2, 1926
Judgment.
V. L. Greeley, Prothy

Re. page 192.

Jan. 14. 1927
Received from C. W. Benedict $1.25 my costs
H. B. Cutshall

Jan 17 1927 Rec'd of H. B. Cutshall Seven and 50/100 Dollars as costs in this case
V. L. Greeley Pro

FEBRUARY TERM, 1926

G. W. Benedict Leon ~~Harrison~~ Ralston. 46.	✓ Foster Songer Company now for use of Byron L. ✓ Foster vs. ✓ B. Levy Entered Dec 11, 1925 Pro. Greeley Tot atty pd. $2.00 Shff Cutshall 8.25	Summons in assumpsit; Returnable to First Monday in January December 11, 1925 Statement of Claim filed. Now Dec 16, 1925, Writ returned:- Served the within summons together with Plaintiff's Statement of Claim on B. Levy on Dec. 14, 1925, by handing a true and attested copy of each to an adult member of his family, namely, Lessie Levy, his son and making known to him the contents thereof. So Answers. H. B. Cutshall, Sheriff.

FEBRUARY TERM, 1926

47

Petition for the appointment of an Auditor to audit the accounts of the Prothonotary, Register and Recorder and Clerk of the Courts for the fiscal ending the first Monday of January, 1926.

Entered Dec. 14, 1925.

Prothy Greeley 2.50

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

The undersigned respectfully pray for the appointment of a competent person, as auditor, to examine the accounts and dockets of the Prothonotary, Register and Recorder, and Clerk of the Courts of this County, for the fiscal year ending the first Monday of January, 1926, agreeably to the provisions of the act of General Assembly approved the twenty-first day of April, A.D. 1846, and the supplements thereto.

W. L. Greeley
Prothonotary
Jeannette M. Hood
Register and Recorder
Harriet P. Sterling
Clerk of Courts

Order of Court

And now, to-wit, Dec. 7, 1925, upon presentation of the within petition and on due consideration thereof, Thos. F. Charlton is hereby appointed Auditor as prayed for.

Per Curiam
Thomas J. Prather President Judge

(See paper filed)

April 5, 1926 Report of Thos. F. Charlton, Auditor for the fiscal year 1895, filed in open Court.

FEBRUARY TERM, 1926

O. Clare Kent
48

Commonwealth of Pennsylvania for the use of L a Fleck
vs.
E. D. Pytcher and
American Surety Co of New York

Entered Dec 14, 1925

Pro. Greeley Tat pltf. pd. $2.00
Sheriff Cutshall 5.30
Pro. Greeley 8.50
Jury-fee 4.00
Atty 3.00
.25

Summons in Assumpsit, Returnable to the First Monday of January, 1926
Statement of claim filed, Dec 14 1925
Nov. Dec 29, 1925 Writ returned. Served the within summons together with Plaintiff's Statement of Claim on Lawrence Starr, who represents the American Surety Company of New York on Dec. 15, 1925 and on E. D. Pytcher on Dec 29, 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
N B Cutshall Sheriff

Jan. 6, 1926, Affidavit of Defense of American Surety Co. filed.

Jan 19 1926 Affidavit of Defense of E. D. Pytcher defendant filed.

On Trial List for 1st Monday of October, 1926 No 16

Dec 21st 1925 I hereby appear for the American Surety Co of Ny.
John E. Reynolds

Jany 8, 1927 Received from John E. Reynolds, Atty. Two Hundred ($200) Dollars to apply on this judgment
O. Clare Kent
Atty. for Pltff.

Jan 8 1927 Rec'd of Pltffs atty Four Dollars Jury fee
V. L. Greeley Pro

Mar 24 1927
Received $5.30 in full costs from Pro. Greeley
N B Cutshall

On Trial List for 1st Monday of Jan. 1927 No. 8

And now, January 6, 1927, Jury selected and sworn as follows: 1- Charles Smith, 2- A B Wilson, 3- William A. McDonald, 4- E P Gullum, 5- Wesley McDaniel, 6- Seth Orr, 7 W R Widdecombe, 8- Jason B. Scott, 9- W J Morford, 10- Mrs Lena De Grange, 11- Mrs Ira Van Matre, 12- A A Gehring; 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 Three hundred and twenty-five and 47/100 Dollars.

L page 66. Corp page 162.
Debt $325.47
Int. from Jan. 6, 1927
Pf. 66. Corp. p. 162.

Judgment on Verdict Jan 17, 1927
V. L. Greeley, Prothy.

Mch. 24th 1927 Received payment in full of this judgment, debt, interest and costs and the Prothonotary is hereby authorized to mark same satisfied of record.
O. Clare Kent Pltff's Atty.

FEBRUARY TERM, 1926

O. Clare Kent
49

Mellie F. Sweet

vs

A. G. Sweet and Lewis A. Sweet, trading and doing business as A. G. Sweet & Son, Defendant, and Jennie E. Kline, B. A. Boylan and Jesse Allen, doing business as A. G. Sweet Agency and the Springs National Bank of Cambridge Springs, Pa., Garnishees.

Entered Dec 18, 1925
Pro. Guelich Tax atty pd. $3.00
Pro Scribe paid 12-24-25 1.00
Sheff Litchfield (pd Dec 24/25) 8.70

of No 179 November Term 1925
December 17, 1925, attachment Execution issued 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 Jennie E. Kline, B. A. Boylan and Jesse Allen, doing business as A. G. Sweet Agency and The Springs National Bank of Cambridge Springs, Pennsylvania, and summon them as garnishees

Real Debt $840.00
Interest from Feb 3, 1925 and costs of suit.
Returnable to 2nd Monday in February.
(See papers filed)
Writ not served on Garnishees (See writ)
Dec. 24th 1925 This case having been settled by the parties in interest the same is hereby discontinued.
O. Clare Kent
Atty for Plff.

FEBRUARY TERM, 1926

J. W. Smith
50.

Wm Eells

vs.

May 18 1926 Recd of Plff by atty Twenty Two and 72/100 Dollars as costs
V. L. Greeley Pro

J. O. Bick, Defendant
C. E. McKenny, Garnishee

May 18 1926 Recd of Pro Greeley Ten and 50/100 Dollars prepaid costs and docket fees
J. W. Smith

Entered Dec 18, 1925

of No 182 November Term 1925.
Dec. 18, 1925 Attachment Execution issued To attach all and singular the goods and chattels, rights and credits in the hands of C. E. McKenny of Conneaut Lake Park, Pa. Returnable to First monday of January, 1926
(See papers filed)

Writ returned: Served the within writ on the within named C. E. McKendry, Garnishee, on Dec. 25, 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 J. O. Bick. So answers N. B. Kutchall, Sheriff.

March 25, 1926. Interrogatories to Garnishee filed.

And now, March 25, 1926, Plff by his attorney enters a rule on garnishee to file answers to the interrogatories filed in this case within ten days after service of same on him. (See Rule Doc. 12, page 612)

Same day, Certified copy of rule and interrogatories issued.

March 27, 1926. Proof of service of rule and interrogatories on garnishee filed.

April 2, 1926. Answers of C. E. McKenny, Garnishee, filed.

And now, April 10, 1926, On motion in open Court, rule to show cause granted why judgment should not be entered against C. E. McKenny, garnishee, on his answers to interrogatories.
(See paper filed) Per Curiam.

Now, April 26, 1926, this case came on for hearing of the motion of plaintiff for judgment against the garnishee on his answers to interrogatories, and after arguments of counsel it is adjudged that the garnishee is indebted to the defendant, J. O. Bick in the sum of One thousand Dollars ($1000), evidenced by two notes, to-wit, one note of five hundred dollars ($500) dated March 4, 1924 and due in one year after date, and one note of five hundred dollars ($500) due in two years after date, paid. These notes were given by the garnishee in renewal or extension of a note of One thousand dollars given March 4, 1924, and due in two years after its date in pursuance of an oral contemporaneous agreement between the parties at the time of the giving of said $1000 note that it should be extended at the date of its maturity for another term of two years at the option of the garnishee. It is therefore ordered that the plaintiff recover judgment against the garnishee to be liquidated by the Prothonotary, at a sum requisite to satisfy the judgment No. 182 Nov. Term, 1925, of the plaintiff Wm. Eells against said J. O. Bick, with interest and costs, to be levied of the debt due by said C. E. McKenny to said J. O. Bick, attached in the hands of said C. E. McKenny; provided, however, that execution may not issue on this judgment until March 4, 1927.

And upon payment of this judgment, the said garnishee shall be credited with the amount so paid, on his indebtedness to the said defendant, J. O. Bick. Per Curiam. (See paper filed)

Contd on margin.

Pro. Greeley Tax atty pd. $2.75
Shff. Kutchall 7.70
Pro. Greeley 4.50
Atty 3.00
Original Costs 4.75

And now, April 26, 1926, Judgment liquidated at the Sum of Five hundred sixty-seven and 52/100 Dollars, with costs of suit.

Debt $567.52
Attys Com. incl. 22.10
Int. from April 26, 1926.

Judgment
Mcp. 143 V. L. Greeley, Pro.

May 18, 1926
Received from Sheriff Jones $7.70 on my costs.
N. B. Kutchall Ex Sheriff

March 4, 1927 Received of C. E. McKenny check on Ohio Valley Bank for Five hundred Sixty dollars to apply on this judgment
J. W. Smith
Atty for Plff.

FEBRUARY TERM, 1926

51	Powells Dairy vs Maple Leaf Creamery Entered Dec 18, 1925 Pro. Greeley + Taf Dfts. pd. $1.50 Costs Trans. pd. 5.25	appeal by defendant from Judgment of F A Boswell, alderman, filed Dec 18, 1925 (See papers filed)

February TERM, 1926

Thomas & Thomas
W. J. Sinderson ✓
52.

Charles W. Benedict
Charles B. Stegner ✓

Grace S. Dowler

vs.

Frank Alberti

Entered December 21, 1925

Pro. Greeley & Taft atty p.d. $3.00

Sheriff Cutshall	4.30
Pro. Greeley	9.25
Atty	3.00

Feby 2nd 1926 Recd of W. J. Sinderson atty Four & 30/100 Dollars in full of Costs
H. B. Cutshall
O.K.P. Sheriff

Summons in trespass Returnable to first Monday of January next.
Dec. 19, 1925 Plaintiff's Statement of claim filed
Now Dec. 22, 1922 Writ returned:
Served the within summons together with Plaintiff's Statement of claim on the within named Frank Alberti on ~~the within~~ Dec. 19, 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, Sheriff
Jan. 4, 1926 Affidavit of defense filed.
On Trial List for 1st Monday of Oct. 1926 No. 10
On Trial List for 1st Mon. of Jan. 1927 No. 5
January 3, 1927, Continued on application of defendant.
On Trial List for 1st & 2d Mon. of Mch. 1927, No. 17.

And now, March 1st, 1927. Same day. Jury Selected and sworn and trial commenced. At conclusion of plaintiff's evidence, compulsory non suit granted. By the Court
D. page 200. Judgment
W. L. Greeley, Prothy.

February TERM, 1926

J. A. Mattham
53

Clara M. Ray
vs.
John H. Ray

Entered Dec. 21, 1925

Pro. Greeley & Tax atty Pd. $31.00
W. B. Bittles on Sub. none noted
J. D. Roberts, Master Pd. 25.00 2-9-26
Fee Greeley paid 7.85
atty 3.00

Subpoena in Divorce
And now December 21, 1925 Subpoena awarded Returnable to First Monday of February next.
State of Pennsylvania } ss.
County of Crawford }
Personally appeared before me, Prothonotary in and for said county W. B. Bittles who, being duly sworn says, upon the 21st day of December, 1925 he served the within Subpoena in Divorce upon the respondent John H. Ray, personally, by making known to him the contents thereof, and by handing him a true, correct and attested copy of same, in East Fallowfield Township, Crawford County, Pa.
Subscribed and sworn before me this 21st day of December, 1925
V. L. Greeley Prothonotary
W. B. Bittles

And now, Feb. 4, 1926. J. D. Roberts, Esq. is appointed Master in this case, to take testimony and make report to the Court. (See paper filed) Com. issued. By Hon. Thos. J. Grather, P. J.

Feby 11 1926 Testimony and Report of Master filed.

On Argument List for Feb. Term, 1926, No. 26.

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 Clara M. Ray be divorced and forever separated from the matrimonial ties and bonds of matrimony, heretofore contracted between her, the said Clara M. Ray the libellant and, and the said John H. Ray 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. Sinderman
54.

Walter R Langworthy

vs.

Fay Whitman Langworthy

Entered Dec 21, 1925

Pro. Greeley & Tate atty. pd.	$3.00
Wm McKenzie on sub. pd	.70
W. Benedict, Master 2-4-26	25.00
Pro. Greeley, atty's paid	7.85
Atty	3.00

with custody of children Florence, Erma & Manley

Subpoena in Divorce, and now December 21, 1925 Subpoena awarded Returnable to 1st. Monday in February 1926.

Thomas J. Brather P.J.

Subpoena returned: Personally served the a true and attested copy of the within subpoena upon Fay W. Langworthy, the respondent, on Jan. 19, 1926, in the City of Titusville, by delivering the same to and leaving it with her and making known to her the full and entire contents thereof. (See affidavit of W. J. McKenzie, constable on Subpoena in Divorce.)

And now, February 1, 1926, to W. Benedict, Esqr, is appointed Master, as within moved. By Hon. Thos. J. Brather P.J. (See paper filed) Commission issued.

Feb. 4, 1926. Testimony and report of Master filed.

On Argument List for Feb. Term, 1926, No. 27.

Now, March 12, 1926, After due consideration a divorce is decreed as prayed; And the custody of the three children Florence, Erma and Manley Langworthy, 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 are true it is by the Court ordered, adjudged and decreed.

That the said Walter R. Langworthy be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between him, the said Walter R. Langworthy the libellant, and the said Fay Whitman Langworthy 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 had never been married.

And it is further ordered that the custody of the children, Florence Langworthy, Erma Langworthy and Manley Langworthy, be and the same is hereby awarded to the said Walter R. Langworthy, the libellant.

Per Curiam.

February TERM, 1926

John Schuler
55

v

Charles W Terrill

vs

Rhea W. Terrill

Entered Dec 21, 1925

Pro. Greeley & Taf atty pd	$3.00
Shff. Critchfield-Jones	1.85
Shff. Jones, alias	2.65
C. Johnson, Master	25.00
Pro Greeley	8.85
atty	3.00

May 13 1926 Recd of Pfff by atty Thirlkill and 35/100 Dollars Shff + Pardys costs
U. L. Greeley Pro
Received from Pro. U. L. Greeley 4.50 in my costs.
Chas A Jones Per LHJ Sheriff

Subpoena in Divia. And now Dec 21, 1925 Subpoena awarded. Returnable to Second Monday in February 1926.
Thomas J. Brathel P.J.

Subpoena returned Feb. 8, 1926: The within named Rhea W. Terrill is not found in my bailiwick.
So answers Chas. A. Jones, Sheriff.

Feb. 9, 1926 Alias subpoena in divorce issued, returnable to first Monday of April next.

Alias subpoena returned: Served the within subpoena in divorce upon the respondent personally, on the 10th 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. A. Jones, Sheriff.

Now, April 26, 1926, On motion in open court, C. Victor Johnson, Esq. is appointed Master in this case. By Hon. Thos. J. Brathel, P.J.
(See paper filed) Com. issued.

May 14 1926 Testimony and Report of Master filed.
On Argt. List for May Term, 1926, No. 24.

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 Charles W. Terrill be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between him, the said Charles W. Terrill the libellant, and the said Rhea W. 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 anytime heretofore, in pursuance of said marriage, shall cease and determine;
And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married.

Per Curiam.

February TERM, 1926

Roy S. Peters 56	Charles E. Warp vs. H. E. Morris H. E. Morris Motor Co Bert Dean Entered Dec 21, 1925 Pro. Greeley & Tot Pff Pd. $3.00 Shff. Pd. Mitchell 4.30	December 21, 1925 Replevin issued for one mota vehicle, being an Oakland Sedan, 1926 model, Manufacturer's numbr 69586-54 Mota numbr 485137 Returnable to next term. Dec. 21, 1925 Affidavit as to valu of car filed. Dec 21, 1925 Bond of defendants with Charles E Warp and Geage L. Wade surety in the sum of $3090.60 approved and filed Writ returned: Served the within writ on H. E. Morris, H. E. Morris Motor Co. and Bert Dean, on Dec 22, 1925, at 9:10 o'clock A.M., 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 also taking possession of the within described property. The defendants having failed to file defendants bond, I delivered the property to the plaintiff, Charles E. Warp on December 25, 1925 So answers R. B. Mitchell Sheriff.

February TERM, 1926

John A. Northam
57

In re appointment of Guardian for Hannah J. Coover.

Entered Dec. 21, 1925

4-14-26
Pro. Greeley paid $5.00
Appraisers B. B. Pickett Paid 1.00
Paid C. N. Johnson 1.00
H. R. Conover Sub. Paid 1.00
J. A. Northam Paid Notary fees 1.00
Pro G. on account 5.00
adv 3.00

Petition for appointment of Guardian presented to the court Dec 21, 1925. (See paper filed) C.P. 124.

Order of Court.

And now December 21, 1925, upon presentation of the foregoing petition in open Court, and upon consideration of same, it is hereby ordered and decreed that a hearing be had thereon before the Court upon Fourth monday of February 1926 at 10 o'clock a.m. and that 10 days written notice of the filing of this petition, and the time and place of hearing be given to said Hannah J. Coover, and the petitioner, Ella Kertcher. (See paper filed) Thomas J. Prather Jr.

Jan. 25, 1926 Proof of Service of notice of hearing on respondent filed.

Jan. 25, 1926. Affidavit as to inability of respondent to appear in Court, filed.

April 14, 1926 Recd of Guardian Seven Dollars as costs V. L. Greeley Pro

June 17 1926 Recd of Guardian Eight dollars costs & adv account V. L. Greeley Pro

Nov 16, 1926, Recd of Pro Greeley $2.50 on Acct. Tribune Pub Co. EWF

*March 17, 1926. Appraisement filed

Feb. 27, 1926 Proof of service of notice on Ella Kertcher filed

And now February 22, 1926, it appearing to the Court that written notice of the time and place of hearing in this matter was duly served upon said Hannah J. Coover and upon Ella Kertcher, and that the said Hanna J. Coover cannot be brought into Court with safety to herself to attend said hearing; after hearing had in open Court, the said Hannah J. Coover is hereby adjudged an insane person, and so mentally defective as to be unable to care for her property and estate; and Floyd G. Altenburg is hereby appointed Guardian as prayed for. Bond required in the sum of $300.00, to be approved by the Court.

(See paper filed) By the Court.

Feb. 23, 1926, Bond of Floyd G. Altenburg, Guardian, with H. R. Conover and O. H. Roudebush as sureties, in the sum of $400.00, approved by the Court and filed.

June 17 1926 Final Account of Guardian filed and Notice issued to Tribune Republican that same will be confirmed finally on First Monday of July next unless exceptions are filed, in the meantime

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

Aug. 2, 1926. Petition of Guardian for discharge presented in open Court, and upon consideration thereof, and it appearing to the Court that the final account of said guardian showing a balance in his hands of $105.50, has been finally confirmed, the Commonwealth of Pennsylvania and the Directors of the Poor of the County of Crawford are the only ones interested in said estate, and that the Commonwealth of Pennsylvania has consented to the discharge of said guardian upon payment of said balance of $105.50 to said Directors of the Poor, as a Burial Fund for said Hannah J. Coover,

—Continued on margin—

(Contd from bottom of page)
and it further appearing to the Court that said guardian has paid said balance to the Directors of the Poor, it is hereby ordered and decreed that Floyd G. Altenburg, guardian aforesaid, be discharged from all responsibility and liability for and on account of said estate, and that an exoneretur be marked upon his bond.

Per Curiam.

(See paper filed)

John A. Northam
58

In re appointment of Guardian for B. G. Hawthorne of Jeannette

Entered Dec 21, 1925

Pro. Greeley	$5.00
N.W. Reynolds on notice	3.50
H.R. Conover on sub.	1.00
J.A. Northam J.P. special Warrant	1.00
J.A. Northam atty	35.00
Pro. G on acct dto	4.50
ado	3.00

4 cents U.S. int.

Dec 21, 1925 Petition for appointment of Guardian for B. G. Hawthorne presented to the court. H.A. page 124.

Order of court.

And now, December 21, 1925, upon presentation of the forgoing petition in open court, and upon consideration of same, it is hereby adjudged and decreed that a hearing be had thereon before the court upon the Fourth Monday of February, 1926, at 10 o'clock A.M., and that 10 days written notice of the filing of this petition, and the time and place of hearing be given to said B.G. Hawthorne, John Hawthorne and the petitioner, Alice Davison.
(See paper filed) Thomas J. Pratt P.J.

Jan. 25, 1926. Proof of Service of Notice upon respondent filed

Jan. 25, 1926, Affidavit as to inability of B. G. Hawthorne to appear in Court, filed.

Feb. 8, 1926. Acceptance of service of notice by Alice Davison and J.A. Hawthorne filed.

Decree: And now, February 22, 1926, it appearing to the court that written notice of the time and place of hearing in this matter was duly served upon B. G. Hawthorne, and upon Alice Davison and John Hawthorne, and that the said B. G. Hawthorne cannot be brought into court with safety to himself to attend said hearing; after hearing had in open court the said B. G. Hawthorne is hereby adjudged an insane person, and so mentally defective as to be unable to care for his property and estate; and Robert A. Kerr is hereby appointed Guardian as prayed for. Bond required in the sum of $6000.00 to be approved by the court. By the Court. (See paper filed)

March 1, 1926. Bond of Robert A. Kerr, Guardian, with Jasper Davison and H.R. Conover as Sureties, in the sum of $6000.00, approved by the court and filed.

April 5, 1926. Petition of Alice Davison filed, to amend the record so that respondent's name shall appear "B. G. Hawthorne."

Order of Court: And now, April 5, 1926, upon presentation of the foregoing petition in open court, and it appearing to the court that the name of said incompetent is B. G. Hawthorne, and not B. M. Hawthorne; and it further appearing to the court that notice of the filing of the petition in this case and the time of hearing thereon was duly served upon the said B. G. Hawthorne, it is hereby ordered and decreed that leave be granted to amend the record in this case by substituting the name B. G. Hawthorne for B. M. Hawthorne, wherever the same appears therein, and the Prothonotary is hereby directed to make said substitution. Per Curiam. (See paper filed)

July 17 1926 Recd of R.A. Kerr Guardian Forty five and 50/100 Dollars as costs
V. L. Greeley Pro

July 17 1926
Received Pro V.L. Greeley Four and 50/100 N.W. Reynolds and H.R. Conover cost
H R Conover

July 17, 1926.
Received of Pro. Greeley $36.00, my costs + fee appointment of Guardian
J. A. Northam

Feby 21, 1927 Recd of Guardian Seven and 50/100 Dollars costs
V. L. Greeley Pro

Continued on page 589.

February TERM, 1926

John A. Northam
59

April 14 1926 Recd of Guardian Seven dollars as costs
V. L. Greeley Prp

June 17, 1926 Recd of Guardian Eight dollars Costs & adv account
V. L. Greeley Prp
Nov 16, 1926, Paid Prop Greeley, 5th adv. Tribune Pub Co. Ch 1

that the Commonwealth of Pennsylvania has consented to the discharge of said guardian upon payment of said balance of $105.50 to said Directors of the Poor, as a burial fund for said Mary A. Noel. And it further appearing to the Court that said Guardian has paid said balance to said Directors of the Poor, it is hereby ordered and decreed that said Floyd G. Altenburg, guardian aforesaid, be discharged from all responsibility and liability for and on account of said estate, and that an exoneretur be marked upon his bond. Per Curiam.
(See paper filed)

In re Appointment of Guardian for Mary A. Noel

Entered Dec 21, 1925

Pro. Greeley		$5.00
Appraisers R.B. Pickett		1.00
Paid	C.V. Johnson	1.00
A.R. Conover on notice	Paid	1.00
J.A. Northam, N. Great Warren	Paid	1.00
Prp G on acct		5.00
adv		3.00

December 21, 1925 Petition for appointment of a guardian for Mary A. Noel presented to the court N.S.L.

Order of Court

And now December 21, 1925, upon presentation of the foregoing petition in open court, and upon consideration of same, it is hereby ordered and decreed that a hearing be had thereon before the court upon Fourth monday of February, 1926, at 10 o'clock A.M. and that 10 days written notice of the filing of this petition and the time and place of hearing be given to said Mary A. Noel, and the petitioner, Ella Kertcher.
(See paper filed) Thomas J. Prather P.J.

June 25, 1926 Proof of service of notice upon respondent filed.

Jan. 25, 1926. Affidavit as to inability of Mary A. Noel to appear in court, filed.

Feb. 22, 1926 Acceptance of service of notice by Ella Kertcher filed.

Decree: And now, February 22, 1926, it appearing to the court that written notice of the time and place of hearing in this matter was duly served upon said Mary A. Noel, and upon Ella Kertcher, and that the said Mary A. Noel cannot be brought into court with safety to herself to attend said hearing; after hearing had in open court the said Mary A. Noel is hereby adjudged an insane person, and so mentally defective as to be unable to care for her property and estate; and Floyd G. Altenburg is hereby appointed Guardian as prayed for. Bond required in the sum of $300.00, to be approved by the Court.
(See paper filed) By the Court

Feb. 23, 1926. Bond of Floyd G. Altenburg, Guardian, with A.R. Conover and O.A. Rondebush as Sureties, in the sum of $400.00, approved by the Court and filed.

March 17, 1926. Appraisement filed.

June 17 1926 Final account of Guardian filed and notice issued to Tribune Republican that same will be confirmed finally on First Monday of July next unless Exceptions are filed in the meantime.

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

Def Petition of Guardian: And now, August 2, 1926, upon presentation of the within petition in open court and upon consideration of same, it appearing to the court that the final account of said Guardian showing a balance in his hands of $105.50 has been finally confirmed; that the Directors of the Poor of the County of Crawford and the Commonwealth of Pennsylvania are the only ones interested in said estate, and

— Contd on Margin —

February TERM, 1926

60	G. H. Harrison vs. John R. Godsave, now use of First National Bank of Albion, Pa., Flora M. Mullens and Robert Mitchell Pro. Greeley $2.50 Appraisers fee by Claimant 4.00 Sheriff Cutshall 5.40 Pro. Greeley, since 1.25 Atty 3.00	Of No. 30 September Term 1925 Execution docketed Feigned issue And now, to wit Dec. 21, 1925 after having heard and considered the above rule and the parties thereto interested it is ordered and adjudged that the same shall be made absolute and an issue framed in which G. H. Harrison shall be the plaintiff and John R. Godsave, now use of First National Bank of Albion, Pa., Flora M. Mullens and Robert Mitchell shall be the defendants. And the said claimant is hereby ordered to give bond in double the value of the goods and chattels claimed in accordance with the provisions of the act of Assembly in such case made and provided. Per curiam Thomas J. Pratt P.J.

Leland J. Culbertson

Now, February 11, 1926, It appearing to the Court that the claimant G. H. Harrison, in the above entitled case, has failed to file a statement of his claim and give bond within fifteen days after the issue as directed in the order of Court of December 21, 1925, a judgment of non pros is hereby granted and ordered; And the Sheriff is ordered to proceed with the execution and sell the goods and chattels of the claimant, levied upon in the within action.

(See paper filed)

Fa. page 208.

Per Curiam.

Judgment

P. L. Greeley, Prothy.

February TERM, 1926

61	G. A. Kaber vs John R. Godsave now use of First National Bank of Albion, Pa, Flora M. Mullen and Robert Mitchell # Pro. Greeley 2.50 Appraisers fee by Claimant 4.00 Sheriff Cutshall $5.40 Pro. Greeley since 1.25 Atty 3.00	Of Nov. 30 September, 1925 Execution docket Feigned issue And now, Court Dec. 21, 1925 after having heard and considered the above rule and the parties therein interested it is ordered and adjudged that the same shall be made absolute and an issue framed in which G. A. Kaber shall be the plaintiff and John R. Godsave, now use of First National Bank of Albion, Pa, Flora M. Mullen and Robert Mitchell, Defendants. And the said claimant is hereby ordered to give bond in double the value of the goods and chattels claimed in accordance with the provisions of the act of assembly in such case made and provided. Per curiam Thomas J. Prather P.J.
Leland J. Culbertson		

Now, February 11, 1926, It appearing to the Court that the claimant, G. A. Kaber, in the above entitled case, has failed to file a statement of his claim, and give bond within fifteen days after the issue as directed in the order of Court of December 21, 1925, a judgment of non pros. is hereby granted and ordered; and the Sheriff is ordered to proceed with the execution and sell the goods and chattels of the claimant, levied upon in the within action.

(See paper filed) Per Curiam.

K. page 144

Judgment
V. A. Greeley, Prothy.

FEBRUARY TERM, 1926

Otto Kohler

62

Mch 9 1926 Rec'd of Otto Kohler atty Six and 5-5/100 Dollars Shff & Prothys costs
V. L. Greeley Pro

Mch 9 1926
Received from Pro. Greely $3.80 my costs
H. B. Mutchall Shff

✓ Superior Auto Accessories Co., a copartnership consisting of
✓ B. R. Aaron, Harry Bloom,
✓ Isaac Bloom and
✓ Samuel Bloom
vs.
✓ Arthur D. Barr, trading under the name of
✓ Barr Motor Company
Issued Dec. 24, 1925

Ja and writ Atty pd	$2.00
Sheriff Cutshall	3.80
Pro Greeley	2.50
atty	3.00
Sat	.25

Summons in assumpsit, Returnable to first Monday of January 1926 Dec. 24, 1925, Statement of claim filed.
Writ returned: Served the within summons together with plaintiffs Statement of claim on the within named Arthur D. Barr on Dec. 29, 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, Sheriff.
And now February 13, 1926 comes Otto Kohler attorney for Superior Auto Accessories Co., a copartnership consisting of B. R. Aaron, Harry Bloom Isaac Bloom Max Bloom, and Samuel Bloom plaintiff and Enters judgment in favor of said plaintiff and against Arthur D. Barr trading under the name of Barr Motor Company for default of an affidavit of defense for One Hundred Ninety-one and 27/100 Dollars being balance of debt with interest thereon from February 9 1926 and costs of suit
Otto Kohler atty for Plaintiff
Debt 191,27
Interest from Feby 9 1926
Judgment
V. L. Greeley Prothy

Cmpt - Jo - 158 - Ba - 160 -

Now, Mar. 9, 1926 this Judgment Paid and hereby satisfied
Otto Kohler Atty

FEBRUARY TERM, 1926

J. Perry Eckels v 63

May 14, 1926 Recd of Jeff by atty Twenty three and 05/100 dollars Shffs & Pastlys costs V. L. Greeley Pro

May 14-1926 Recd of Pro Greeley Ten Dollars twenty cents $10.20 In my costs Chas H Jones Sheriff

Alzina Jacobs vs Henry Jacobs
Issued Dec 28, 1925

Tax writ	$3.00
Shff. Cutshall-Jones	1.85
Shff Jones-alias	1.85
Shff. Jones-proc.	6.50
J.W. Smith, Master (Paid by Shff)	25.00
Pro. Greeley	9.85
Atty	3.00

Subpoena in Divorce
And now, Dec 28, 1925, subpoena awarded returnable to next term.
(signed) Thos. J. Rather P.J.

Subpoena returned Feb 8, 1926.
The within named Henry Jacobs is not found in my bailiwick.
So answers Chas. H. Jones, Sheriff

Feb. 10, 1926. Alias subpoena in divorce issued, returnable to first Monday of April next.

Alias subpoena returned April 5, 1926, The within named respondent Henry Jacobs is not found in my bailiwick. So answers Chas. H. Jones, Sheriff.

April 5 1926 Order for proclamation issued, returnable to second 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 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 Chas. H. Jones, Sheriff.

And now, May 10, 1926, J.W. Smith, Esq., is appointed Master to take testimony in above case and report to the Court.
(See paper filed) Com. issued. By Hon. Thos. J. Rather, P.J.

May 14, 1926. Testimony and report of Master filed.)
On Arg. List for May Term, 1926, No. 25.

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 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 Alzina Jacobs, be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Alzina Jacobs, the libellant and the said Henry Jacobs, the respondent.

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

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

(See paper filed) Per Curiam.

FEBRUARY TERM, 1926

John D. Kent 10-1-30 V.L.G. ✓
H. Clay Kent 3/10/27 ✓

64

Arthur L. Bates ✓

Rec'd My Fee for Pltf Arthur L. Bates Sept 4th 27.

Tony Naples
vs
George Shaffer
Entered Dec. 28, 1925

Tax and entry (Dft pd) $1.50
Costs on Trans (Dft pd) 9.75
10-1-30
Pro Greeley paid 3.25
atty 3.00

Appeal by Deft from Judgment of F. G. Boswell, Alderman of the 3rd Ward of the City of Meadville.

March 10, 1927, Plaintiffs Statement of claim filed.

March 11, 1927, Arthur L. Bates, Esq. appears for the defendant and accepts service of Statement of claim. (See Statement of claim)

April 1, 1927. Affidavit of defense filed. On Trial List for 1st & 2d Monday of Oct. 1930. No. 10.

October 1st, 1930, this case settled of record, and the action is discontinued.

John D. Kent atty for Plaintiff

FEBRUARY TERM, 1926

Arthur L. Bates	J. A. Deissler and Virgil A. Deissler, Partners Doing Business in the Name of J. A. Deissler & Son vs. Maple Leaf Creamery a Corporation Issued Dec. 30, 1925	Summons in Assumpsit, Returnable to second Monday of February next. Dec. 30, 1925 Plaintiff's Statement of Claim filed Writ returned: Served the within summons together with plaintiffs statement of claim on Glenn Woodcock, Vice President of Maple Leaf Creamery ~~Company~~, on January 2, 1926, by handing to him a true and attested copy of each, and making known to him the contents thereof. So answers H.B. Entshall, Sheriff.
65	Tax & Writ (plff pd) $2.00 Sheriff Entshall 3.80 Pro. Greeley 3.00 Atty 3.00	And now, to wit, January 18, 1926, Upon praecipe of plaintiffs attorney, judgment is entered against the defendant above named for want of an appearance and affidavit of defense, and liquidated at the sum of Five hundred eighty-one and 43/100 (See Rule Doc. 12, page 610) Dollars, with costs of suit.
		Debt $681.43 Int. from Jan. 18, 1926. Judgment. V.L. Greeley, Prothy.
	Corp. fr 157.	

FEBRUARY TERM, 1926

Reynolds + Bryan Otto Kohler 66	✓ William J. Reynolds vs ✓ Reba K. Jewell and ✓ Fred O. Jewell Issued Dec. 30, 1925 Tax + Writ (pltff pd) $2.00 Sheriff	Summons in Assumpsit, Returnable to First Monday of February next. Dec. 30, 1925 Statement of Claim filed.

FEBRUARY TERM, 1926

Thomas & Kiebort -	John Magyari, minor by Paul Black his Guardian and next friend.	Summons in Trespass, Returnable to next term.
67	vs	
F.C. Bolard -	C.C. Campbell	Dec 30, 1925 Appearance and acceptance of service by F.C. Bolard, Attorney for Defendant filed, the same being as follows:
	Entered Dec 30, 1925.	"Now Dec. 26, 1925, I hereby appear for defendant in the above entitled case, waive the issuance of the summons by the Prothonotary and accept service of the writ with the same force and effect as though the summons had been duly and regularly issued and service thereof duly made by the Sheriff of County upon said defendant.
	Pro Grieley and Tax (Pd) $5.00	(signed) F.C. Bolard
	Atty 3.00	Attorney for Defendant.

Dec. 30, 1925 Plaintiff's Statement of Claim in Amicable Action filed.

And now, Dec. 26, 1925, I hereby confess judgment in this amicable action in favor of Paul K. Black, guardian of John Magyari, and against C.C. Campbell, defendant, in the sum of Two Thousand Two Hundred ($2200.00) Dollars

(signed) F.C. Bolard Atty. for Deft.

Debt $2200.00

Int. from Dec. 30, 1925

Judgment

C-289 V.L. Grieley Pro.

Dec. 30, 1925, Complete settlement having been made in the above stated case, the Prothonotary is directed and authorized to mark the same satisfied of record.

(signed) Thomas & Kiebort

Attys. for Plaintiff

FEBRUARY TERM, 1926

Dickson Andrews 68	City of Meadville vs W. B. Best, Owner or Reputed Owner Issued Dec. 30, 1925 Tax Writ $2.75	Of No. 2 February Term 1921 Tax Lien Doc. Scire Facias sur Tax Lien filed Dec. 31, 1920 and entered in Tax Lien Docket No. 1 page 360. Returnable within three months from date of issue. And now March 9, 1926, I hereby accept service of the within writ, with the same effect as though it had been regularly served by the Sheriff. (See Sci. Fa.) (Signed) Worley B. Best

FEBRUARY TERM, 1926

Dickson Andrews 69	City of Meadville vs Michael Catalina, Owner or Reputed Owner Issued Dec. 30, 1925 Tax + Writ $2.75	Of No. 6 Feb. Term, 1921 Tax Lien Doc. Scire Facias sur Tax Lien filed Dec. 31, 1920, and entered in Tax Lien Docket No 1 page 362 Returnable within three months from date of issue. March 25, 1926 This lien satisfied as per receipt of City Solicitor on Sci. Fa.)

FEBRUARY TERM, 1926

Dickson Andrews 70	City of Meadville Vs Fred Davenport, Owner or Reputed Owner. Issued Dec. 30, 1925 Tax Writ $2.75	Of No. 7 Feb Term 1921, Tax Lien Doc. Scire Facias sur Tax lien filed Dec 31, 1920, and entered in Tax Lien Docket No. 1 page 362. Returnable within three months from date of issue. March 24, 1926 Service of Sci. Fa. accepted by Fred Davenport. (See writ) March 25, 1926 This lien satisfied (See Sci. Fa.)

FEBRUARY TERM, 1926

Dickson Andrews. 71 Arthur L. Bates	City of Meadville vs Maggie Douglass, Owner or Reputed Owner Issued Dec. 30, 1925	Of No. 8 February Term 1921 Int. L. Doc. Scire Facias sur Tax Lien filed Dec. 31, 1920, and entered in Tax Lien Docket No. 1 page 363. Returnable within three months from date of issue.
	Tax & Writ $2.75	And now, March 24, 1926 Arthur L. Bates, Esq. appears for Deft., and accepts Service of the Sci. Fa. (See writ) March 25, 1926. The claim and lien in this case satisfied. (See Sci. Fa.)

FEBRUARY TERM, 1926

Dickson Andrews 72	City of Meadville vs. D. C. Drake, Owner or Reputed Owner. Issued Dec. 30, 1925 Tax & Writ $2.75	Of No 9 February Term 1927. Tax Lien Dkt. Scire Facias sur Tax Lien filed Dec. 31, 1920 and entered in Tax Lien Docket No 1 page 363 Returnable within three months from date of issue. March 25, 1926 Sci. Fa. returned and Lien satisfied. (See writ) Satisfaction receipted on Catty Lien Doc. Feb. 17, 1926 (See C&D Doc.)

FEBRUARY TERM, 1926

Dickson Andrews 73	City of Meadville vs Rose Daffy, Owner or Reputed Owner. Issued Dec 30, 1925 Tax Writ $2.75	Of No. 10 Feb Term 1921 Tax Lien Dec Scire Facias sur Tax Lien filed Dec. 31, 1920 and entered in Tax Lien Docket No 1 page 364. Returnable within three months from date of issue. March 25, 1926. Sci. Fa. returned with satisfaction receipted as of March 8, 1926. (See writ)

FEBRUARY TERM, 1926

Dickson Andrews 74	City of Meadville vs Chas M. Faivre, Owner or Reputed Owner Issued Dec. 30, 1925 Tax & Writ $2.75	Of No. 12 Feb. Term 1921 Tax Lien Doc. Scire Facias sur Tax Lien filed Dec. 31, 1920 and entered in Tax Lien Docket No 1 page 365. Returnable within three months from date of issue. March 25, 1926. Sci. Fa. returned. Satisfaction receipted as of Feb. 26, 1926. (See writ)

FEBRUARY TERM, 1926

Dickson Andrews 75	City of Meadville vs Chas. M. Faivre, Owner or Reputed owner Issued Dec. 30, 1925 Tax Writ $2.75	Of No. 13 Feb Term 1921 Tax Lien Doc. Scire Facias on Tax Lien filed Dec. 31, 1920, and entered in Tax Lien Dock-et No 1 page 365. Returnable within three months from date of issue. March 26, 1926. Sci. Fa. returned. Satisfaction receipted as of Feb. 26, 1926. (See writ)

FEBRUARY TERM, 1926

Dickson-Andrews 76	City of Meadville vs ✓ Margaret Flenory, Owner or Reputed Owner Issued Dec 30, 1925 Tax + Writ $2.75	O No 15 Feb Term 1921 Tax Lien Doc Scire Facias sur Tax Lien filed Dec. 31, 1920 and entered in Tax Lien Docket No 1 page 366. Returnable within three months from date of issue. March 25, 1926 Sci. Fa. returned with Satisfaction receipted. (See writ)

FEBRUARY TERM, 1926

Dickson Andrews 77	City of Meadville vs P.B. Graham, Owner or Reputed Owner. Issued Dec. 30, 1925 Tax & Writ $2.75	Of. No. 17 Feb Term 1921, Tax Lien Doc. Scire Facias sur Tax Lien filed Dec. 31, 1920 and entered in Tax Lien Docket No 1 page 367. Returnable within three months from date of issue Writ returned Mar. 23, 1926 Sheriff Thompson with acceptance of Service, signed by P.B. Graham, dated March 13, 1926.

FEBRUARY TERM, 1926

Dickson Andrews — City of Meadville
78 vs
✓ Peter B. Graham,
Owner or Reputed Owner
Issued Dec. 30, 1925

Tax Writ pd	$2.75
Sugar	1.00
Pltff. on Lien	1.25
Pro. Greeley for Co. 1/4/36 paid	2.50
Atty Dickson Andrews 12-26-1935	3.00

Of No. 18 Feb Term 1926 Tax L. Doc.
Scire Facias sur Tax Lien filed Dec. 31, 1920 and entered in Tax Lien Docket No 1 page 368.
Returnable within three months from date of issue.
Writ returned March 25, 1926, with acceptance of service thereon, dated March 13, 1926, signed "P. B. Graham"
Dec. 21, 1930. Suggestion of non payment filed to continue lien.
And now Dec. 16, 1935 On motion of Dickson Andrews, Esq., City Solicitor, judgment is entered against the defendant above named and in favor of the plaintiff for want of an affidavit of defense and liquidated at the sum of Seventy and 85/100 Dollars, with costs of suit.
(See paper filed)

Debt $70.85
Int. from Dec. 16, 1935
G. f. 5
Judgment
V. L. Greeley, Pro

Nov. 30, 1940, Suggestion of non-payment filed to continue liens.

FEBRUARY TERM, 1926

Dickson Andrews 79	City of Meadville vs Peter Graham, Owner or Reputed Owner Issued Dec. 30, 1925 Tax + Writ $2.75	Of No. 19 Feb Term 1921 Tax Lien Doc Scire Facias sur Tax Lien filed Dec. 31, 1920 and entered in Tax Lien Docket No 1 page 368 Returnable within three months from date of issue. Writ returned March 25, 1926, with acceptance of service thereon dated March 13, 1926, signed "P. B. Graham."

FEBRUARY TERM, 1926

Dickson Andrews 80	City of Meadville vs W. G. Harper, Owner or Reputed Owner Issued Dec. 30, 1925 Tax Writ $2.75	Of No. 22 Feb Term 1921 Tax Lien Doc Scire Facias sur Tax Lien filed Dec 31, 1920 and entered in Tax Lien Docket No 1 page 370. Returnable within three months from date of issue. March 25, 1926. Sci. Fa. returned and Satisfaction receipted. (See writ)

FEBRUARY TERM, 1926

Dickson Andrews 81	City of Meadville vs Birdena Heakok and Elliot Franklin, Owners or Reputed Owners Issued Dec. 30, 1925 Tax Writ $2.75	Of No 23 Feb Term 1921 Tax L. Doc. Scire Facias sur Tax Lien filed Dec. 31, 1920 and entered in Tax Lien Docket No 1 page 370. Returnable within three months from date of issue. March 25, 1926. Sci. Fa. returned and satisfaction receipted. (See writ)

FEBRUARY TERM, 1926

Dickson Andrews 82	City of Meadville vs Charlotte M. Hotchkin Owner or Reputed Owner Issued Dec. 30, 1925 Tax & Writ $2.75	Of No 24 Feb Term 1921 Tax L. Doc Scire Facias sur Tax Lien filed Dec. 31, 1920 and entered in Tax Lien Docket No 1 page 371 Returnable within three months from date of issue. Writ returned March 25, 1926 with acceptance of service thereon dated March 24, 1926, signed "Donald C. Thompson Attorney for Antonio Triolo, terre tenant"

I appear for Antonio Triolo, terre tenant.
3-22-1926. Donald C. Thompson, Atty.

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

Dickson Andrews, City Solicitor

FEBRUARY TERM, 1926

Dickson Andrews 83	City of Meadville vs Henry J. Johnson, Owner or Reputed Owner. Issued Dec. 30, 1925 Tax & Writ $2.75	Q. No 25 Feb Term 1926 Tax Lien Doc. Scire Facias sur Tax Lien filed Dec 31, 1926 and entered in Tax Lien Docket No 1 page 371. Returnable within three months from date of issue. Writ returned March 25, 1926 with acceptance of service thereon, dated March 1, 1926 signed "Henry J. Johnson" "J. Henry Johnson"

FEBRUARY TERM, 1926

Dickson Andrews 84	City of Meadville vs ✓ Geo Ailson King Owner or Reputed Owner Issued Dec 30, 1925 Tax + Writ $2.75	Of No 28 Feb Term 1921 Jay L Doc Scire Facias and Tax Lien filed Dec 31, 1920 and entered in Tax Lien Docket No 1 page 373 Returnable within three months from date of issue. Writ returned March 25, 1926, with acceptance of service thereon dated March 18, 1926, signed "George Anson King".

FEBRUARY TERM, 1926

Dickson Andrews — City of Meadville
85 vs.
Catherine Knapp,
Owner or Reputed Owner
Issued Dec. 30, 1925

Tax & Writ	$2.75
Shff. Jones	2.80
Shff. Jones-alias ("paid")	2.60

Of No. 29 Feb. Term 1921 Tax L. Doc.
Scire Facias sur Tax Lien filed Dec. 31, 1920 and entered in Tax Lien Docket No 1 page 373
Returnable within three months from date of issue
Writ returned April 14, 1926: "A true and attested copy posted on within described property. Nihil habet as to Catherine Knapp within named.
So answers Chas. A. Jones, Shff.
May 12, 1926, Alias Sci. Fa. issued, returnable within three months from date hereof.
Alias writ returned: Served the within writ on May 12, 1926, by posting a true and attested copy of the within writ on the within described property, as no persons were in possession of same. Nihil habet as to the defendant. So answers, Chas. A. Jones, Shff.

FEBRUARY TERM, 1926

Dickson Andrews 86	City of Meadville vs Ella Kiernan, Owner or Reputed Owner Issued Dec. 30, 1925 Tax & Writ $2.75	Of No. 30 Feb. Term 1926 Tax L. Doc. Scire Facias sur Tax Lien filed Dec. 31, 1920 and entered in Tax Lien Docket No 1 page 374. Returnable within three months from date of issue. March 25, 1926. Sci. Fa. returned and Satisfaction receipted. (See writ)

FEBRUARY TERM, 1926

Dickson Andrews 87	City of Meadville vs James Findley Owner or Reputed Owner Issued Dec. 30. 1925 Tax + Writ $2.75	Of No 32 Feb Term 1921 Tax L. Doc. Scire Facias sur Tax Lien filed Dec. 31, 1920 and entered in Tax Lien Docket No 1 page 375 Returnable within three months from date of issue. March 25, 1926. Sci. Fa. returned and satisfaction receipted. (See writ)

FEBRUARY TERM, 1926

Dickson Andrews 88	City of Meadville vs James Findley Owner or Reputed Owner Issued Dec. 30, 1925 Tax Writ $2.75	Of No. 33 Feb Term 1921 Tax L. Doc Scire Facias sur Tax Lien filed Dec. 31, 1920 and entered in Tax Lien Docket No 1 page 375 Returnable within three months from date of issue March 25, 1926. Sci Fa returned and satisfaction receipted. (See writ)

FEBRUARY TERM, 1926

Dickson Andrews 89	City of Meadville vs Fred Lorz, Owner or Reputed Owner. Issued Dec. 30, 1925 Tax Writ $2.75	Of No 34 Feb Term 1921 Tax L Doc. Scire Facias sur Tax Lien filed Dec. 31, 1920 and entered in Tax Lien Docket No. 1 page 376. Returnable within three months from date of issue. Sci. Fa. returned March 25, 1926, with acceptance of service thereon, dated March 24, 1926, signed "Fred Lorz."

FEBRUARY TERM, 1926

Dickson Andrews 90	City of Meadville vs Frank L. Miller, Owner or Reputed Owner Issued Dec. 30, 1925 Tax & Writ $2.75	Of No. 37 Feb Term 1921 Tax & Da Scire Facias sur Tax Lien filed Dec. 31, 1920 and entered in Tax Lien Docket No 1 page 377 Returnable within three months from date of issue. March 25, 1926. Sci Fa. returned and satisfaction receipted. (See writ)

FEBRUARY TERM, 1926

Dickson Andrews 91	City of Meadville vs Cora E. Mullen and Joseph Mitchell, Owners or Reputed owner. Issued Dec. 30, 1925 Tax & Writ $2.75	No. 38 Feb Term 1921 Tax L. Doc. Scire Facias sur Tax Lien filed Dec. 31, 1920 and entered in Tax Lien Docket No 1 page 378. Return ab. within three months from date of issue March 25, 1926 Sci. Fa. returned and satisfaction receipted. Service of Sci Fa. accepted by Alvin A. Stearns March 13, 1926

FEBRUARY TERM, 1926

Dickson Andrews - 92	City of Meadville vs C.C. McLean, Owner or Reputed Owner Issued Dec. 30, 1925 Tax & Writ $2.75 Srs. & Sugn 1.00 Pltf. on Lien 1.25	Of No. 39 Feb. Term 1921 Tax L. Doc. Scire Facias sur Tax Lien filed Dec. 31, 1920 and entered in Tax Lien Docket No 1 page 378 Returnable within three months from date of issue. Writ returned March 25, 1926, with acceptance of service thereon signed "C.C. McLean" Dec 27, 1930, Suggestion of non-payment filed, to continue lien. (Satisfied)

FEBRUARY TERM, 1926

Dickson Andrews 93	City of Meadville vs C. C. McLean Owner or Reputed Owner Issued Dec. 30, 1925 Tax Writ $2.75	Of No. 40 Feb Term 1921 Tax L. Doc. Scire Facias sur Tax Lien filed Dec. 31, 1920 and entered in Tax Lien Docket No 1 page 379. Returnable within three months from date of issue. Writ returned March 25, 1926, with acceptance of service thereon signed "C. C. McLean." March 26, 1926. This claim satisfied See Tax Doc. 1 page 379.

FEBRUARY TERM, 1926

Dickson Andrews 94	City of Meadville vs Tony Palmero— Owner or Reputed Owner Issued Dec. 30, 1925 Tax Writ $2.75 Sheriff Jones 2.80	Of No. 41 Feb Term 1921 Tax & L. Doc. Scire Facias sur Tax Lien filed Dec. 31, 1920 and entered in Tax Lien Docket No 1 page 379 Returnable within three months from date of issue. Writ returned April 14, 1926. Served the within writ on within named Tony Palmero March 29, 1926, by handing to him a true and attested copy of the within writ and making known to him the contents thereof. So answers Chas. H. Jones, Sheriff May 1, 1926. Received payment in full on above claim, debt, interest and costs, and the Prothonotary is hereby authorized to mark the same satisfied of record. Dickson Andrews City Solicitor

FEBRUARY TERM, 1926

Dickson Andrews 95	City of Meadville vs H. S. Phillips, Owner or Reputed Owner Issued Dec. 30, 1925 Tax + Writ $2.75	Of No. 42 Feb Term 1921 Tax L. Doc Scire Facias sur Tax Lien filed Dec. 31, 1920 and entered in Tax Lien Doc No 1 page 380 Returnable within three months from date of issue. March 25, 1926 Sci. Fa. returned and satisfaction receipted. (See Writ)

FEBRUARY TERM, 1926

Dickson Andrews 96	City of Meadville -vs- Tony Sciabica, Owner or Reputed Owner. Issued Dec. 30, 1925 Tax Writ $2.75	Q No 44 Feb Term 1926 Tax Lien Doc Scire Facias sur Tax Lien filed Dec. 31, 1925 and entered in Tax Lien Doc. No 1 Page 381 Returnable Within three months from date of issue. March 25, 1926. Sci. Fa. returned, and satisfaction receipted. (See writ)

FEBRUARY TERM, 1926

Dickson Andrews 97	City of Meadville vs. B. F. Staff, Owner or Reputed Owner Issued Dec. 30, 1925 Tax Writ $2.75	Q No 45 Feb Term 1921 Tax L. Doc. Scire Facias sur Tax Lien filed Dec. 31, 1920 and entered in Tax Lien Docket No 1 page 381. Returnable within three months from date of issue. March 25, 1926 Sci. Fa. returned and satisfaction receipted. (See writ)

FEBRUARY TERM, 1926

Dickson Andrews 98	City of Meadville vs Jeanette Stewart, Owner or Reputed Owner. Issued Dec. 30, 1925 Tax & Writ $2.75 Sheriff Jones 2.80	Of No. 46 Feb Term 1921 Tax L. Doc. Scire Facias sur Tax Lien filed Dec. 31, 1920 and entered in Tax Lien Docket No 1 page 382 Returnable within three months from date of issue Writ returned April 14, 1926:- A true and attested copy of within writ posted on within described property Nihil habet as to within named Jeanette Stewart. So answers Chas. A. Jones Sheriff.

FEBRUARY TERM, 1926

Dickson Andrews 99	City of Meadville vs Peter Treinahline Owner or Reputed Owner Issued Dec. 30, 1925 Tax Writ $2.75	Q No. 48 Feb Term 1921 Tax L. Doc. Scire Facias sur Tax Lien filed Dec. 31, 1920 and entered in Tax Lien Docket No 1 page 383. Returnable within three months from date of issue. "March 25, 1926, The exact real estate covered by within writ not being ascertainable, according to report of City Assessor, this writ is returned without delivery to Sheriff." (Signed) Dickson Andrews City Solicitor.

FEBRUARY TERM, 1926

Dickson Andrews 100	City of Meadville vs Mrs. Wm. Thomier Est. Owner or Reputed Owner Issued Dec. 30, 1925 Tax Writ $2.75	No 49 Feb. Term 1926 Tax L. Doc. Scire Facias sur Tax Lien filed Dec. 31, 1920, and entered in Tax Lien Docket No. 1 page 383. Returnable within three months from date of issue. March 26, 1926 Sci. Fa. returned, and satisfaction receipted. (See writ)

FEBRUARY TERM, 1926

Dickson Andrews 101	City of Meadville vs C. W. Tyler, Owner or Reputed Owner Issued Dec. 30, 1925 Tax & Writ $2.75	Of No 50 Feb Term, 1921 Tax L. Doc. Sci Facias sur Tax Lien filed Dec. 31, 1920 and entered in Tax Lien Docket No 1 page 384 March 25, 1926 Sci. Fa. returned, and satisfaction receipted (See writ)

FEBRUARY TERM, 1926

Dickson Andrews 102	City of Meadville vs C. L. and Josephine Webb, Owner or Reputed Owner Issued Dec. 30, 1925 Tax Writ $2.75	Of No 52 Feb Term 1921 Tax Lien Dkt. Scire Facias sur Tax Lien filed Dec 31, 1920 and entered in Tax Liens Docket No 1 page 385. Returnable within three months from date of issue. Writ returned March 25, 1926, with the following written thereon:- "And now, March 25, 1926, I hereby accept service of the within writ, with the same effect as though it had been regularly served upon me by the Sheriff." (Signed) Curtis L. Webb.

FEBRUARY TERM, 1926

Dickson Andrews 103	City of Meadville vs Ella Wilson, Owner or Reputed Owner. Issued Dec. 30, 1925 Tax & Writ $2.75 Shff. Jones 2.60	Q. No. 53 Feb Term 1926 Tax L. Doc. Scire Facias sur Tax Lien filed Dec. 31, 1925 and entered in Tax Lien Docket No 1 page 385. Returnable within three months from date of issue. Writ returned: Served the within named defendant on March 29, 1926, by handing to her a true and attested copy of within writ and making known to her the contents thereof. So answers Chas. H. Jones, Sheriff

FEBRUARY TERM, 1926

Dickson Andrews 104 Arthur L. Bates	City of Meadville vs Allegheny College Owner or Reputed Owner Issued Dec. 30, 1925 Tax & Writ $2.75	Of No. 54 Feb Term 1921 Tax L. Doc. Scire Facias sur Tax Lien filed Dec. 31, 1920 and entered in Tax Lien Docket No. 1 page 381 Returnable within three months from date of issue. Writ returned March 25, 1926, with app. acceptance of service thereon dated March 24, 1926, signed "Arthur L. Bates, Atty for Allegheny Col."

FEBRUARY TERM, 1926

Dickson Andrews 105 Arthur L. Bates	City of Meadville vs Allegheny College, Owner or Reputed Owner Issued Dec. 30, 1925 Tax & Writ $2.75	Of No 55 Feb Term Tax L. Docket Scire Facias sur Tax Lien filed Dec. 31, 1920 and entered in Tax Liens Docket No 1 page 386 Returnable within three months from date of issue. Writ returned March 25 1926, with appearance and acceptance of service by Arthur L. Bates Esq. Attorney for defendant written thereon.

FEBRUARY TERM, 1926

Dickson Andrews. ✓ 106 Arthur L. Bates ✓	City of Meadville vs Allegheny College Owned or Reputed Owner Issued Dec. 30, 1925 Tax and Writ $2.75	Q No 56 Feb Term 1921 Tax L. Doc. Scire Facias sur Tax Lien filed Dec. 31, 1920 and entered in Tax Lien Docket No 1 page 387 Returnable within three months from date of issue Writ returned March 25, 1926, with appearance and acceptance of service for defendant by Arthur L. Bates, Esq. written thereon.

FEBRUARY TERM, 1926

Dickson Andrews 107 Wesley B. Best	City of Meadville vs. Mrs. Emma Fowler Est. Owner or Reputed Owner Issued Dec. 30, 1925 Tax & Writ $2.75	Of No. 58 Feb Term 1921 Tax L. Doc. Scire Facias sur Tax Lien filed Dec 31, 1920 and entered in Tax Lien Docket No 1 page 388 Returnable within three months from date of issue. Sci. Fa. retd Mar. 25, 1926:- "And now March 9, 1926. I hereby appear on behalf of the defendant and I hereby accept service of the within writ, with the same effect as though it had been regularly served by the Sheriff." (Signed) Wesley B. Best, Atty Emma Fowler Estate. March 30, 1926. This claim satisfied on City Lien Docket.

FEBRUARY TERM, 1926

Dickson Andrews 108	City of Meadville -vs- Dora A. Minnis Esther Emily Howard Owner or Reputed Owner Issued Dec. 30, 1925 Tax & Writ $2.75 Shff. Jones 2.60	Of No. 59 Feb. Term 1926 Tax L. Doc. Scire Facias and Tax Lien filed Dec. 31, 1920 and entered in Tax Lien Docket No. 1 page 388. Returnable within three months from date of issue. Writ returned: Served the within writ on March 19, 1926 by handing a true and attested copy of the within writ to Esther Howard, and making known to her the contents thereof. So answers Chas. H. Jones, Sheriff April 3, 1926 Received payment in full on above claim, debt, interest and costs, and the Prothonotary is hereby authorized to mark the same satisfied of record. Dickson Andrews City Solicitor

FEBRUARY TERM, 1926

Dickson Andrews 109	City of Meadville vs. John Mahoney Hrs Owner or Reputed Owner Issued Dec. 30, 1925 Tax + Writ $2.75	D/No. 60 Feb Term 1921 Tax L. Doc. Scire Facias and Tax Lien filed Dec. 31, 1920 and entered in Tax Docket No 1 page 389 Returnable within three months from date of issue. March 25, 1926 Sci. Fa. returned, and satisfaction receipted. (See writ)

FEBRUARY TERM, 1926

Dickson Andrews ✓ vs Otto A. Stolz ✓	City of Meadville vs John Mahoney Hrs Owner or Reputed Owner Issued Dec. 30, 1925 Tax & Writ $2.75	No. 61 Feb Term 1926 Tax Lien Doc. Scire Facias sur Tax Lien filed Dec. 31, 1920 and entered in Tax Lien Docket No 1 page 389. Returnable within three months from date of issue. March 26, 1926, Writ returned with appearance and acceptance of service thereon, to wit: "And now, March 26, 1926, I hereby appear and accept service of the within writ on behalf of John Mahoney heirs, with the same effect as though it had been regularly served by the Sheriff. (Signed) Otto A Stolz Atty for Mary Mahoney

FEBRUARY TERM, 1926

Dickson Andrews 111	City of Meadville vs John Miller Est Owner or Reputed Owner Issued Dec. 30, 1925 Tax & Writ $2.75	Q No 62 Feb Term 1921 Tax Lien Sc. Scire Facias sur Tax Lien filed Dec. 31, 1920 and entered in Tax Lien Docket No 1 page 390 Returnable within three months from date of issue March 25, 1926 Sci. Fa. returned, and satisfaction receipted (See writ)

FEBRUARY TERM, 1926

Dickson Andrews. v. 112.	City of Meadville vs John McLean 1st Owner or Reputed Owner Issued Dec. 30, 1925 Tax & Writ $2.75	Of No. 63 Feb Term 1921 Exit Doc. Scire Facias sur Tax Lien filed Dec. 31, 1920 and entered in Tax Lien Docket No 1 page 390. Returnable within three months from date of issue. "And now, March 25, 1926, I hereby appear and accept service of the within writ, as owner of the premises therein described, with the same effect as though it had been regularly served upon me by the Sheriff. (See writ) (Signed) D. D. McLean.

FEBRUARY TERM, 1926

X

Boland & Boland

113

George W. Jones, doing business under the title of Electrical Equipment Company

vs

David S. Stanier and Lillian E. Stanier

Issued Jan. 4, 1926.

Tax & writ (Atty paid) # 3.00
Shff Jones 9.70
Pro. Greeley 1.00

Shff has costs, says $ 9.70

Foreign Attachment in Assumpsit, Returnable to next term. Bail # 512.00

To attach goods and chattels, moneys, lands, credits and interests of defendants, in the hands, possession or control of Mrs. Grace Hood or George W. Jones or any other such person as may be found in possession or control of property of the defendants as garnishee.

Jan. 4, 1926 Affidavit of cause of action and plaintiffs bond to restore filed, being bond of George W. Jones, principal, and C.W. Jones, surety, dated Jan. 4, 1926, in the sum of # 512.00

Writ returned: Served the within writ on Mrs. Grace Hood and on George W. Jones, on January 11, 1926 by delivering to Mrs. Grace Hood a true and attested copy of the writ, in the presence of F.O. Hood, and delivering to George W. Jones a true and attested copy of the writ in the presence of Katherine Andrews, and at the same time attached the goods of David S. Stanier and Lillian E. Stanier, in the possession of Mrs. Grace Hood and George W. Jones. A schedule of the property attached is hereto attached. Nihil habet as to David S. Stanier and Lillian E. Stanier. No answers Chas. A. Jones, Sheriff.

"July 16, 1926, Received from Sheriff to apply on debt # 225.00."
(See writ) (Signed) J.A. Boland, Atty for Plff.

Sept 2-1926. Recvd from Shriff on behalf of defendant and the sum of # 44,13 this in full of plaintiffs claim and # 3.= for paid costs and I order the matter discontinued.

J.A. Boland & F.C. Boland
Attys for Plff.

FEBRUARY TERM, 1926

114

Petition of Charles H. Jones, Sheriff, for Approval of his appointment of H.B. Cutshall as Chief Deputy Sheriff until First Monday of February, 1926.
Entered Jan. 4, 1926

Pro. Speeley 2.50

And now, January 4, 1926 the within appointment of H.B. Cutshall as Chief Deputy Sheriff for Crawford County, for the time herein specified, under Charles H. Jones, Sheriff, is hereby approved.

Per Curiam

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

Same day, Certificate of appointment issued.

Jan. 11, 1925. Oath of office of H.B. Cutshall, Deputy Sheriff, taken Jan. 4, 1926, filed.

FEBRUARY TERM, 1926

115

Petition of Charles A. Jones, Sheriff for approval of appointment of M. J. Herrick as Chief Deputy Sheriff from 1st Monday of February, 1926
Entered January 4, 1926

Pro. Greeley 2.50

And now, January 4, 1926, the within appointment of M. J. Herrick as Chief Deputy Sheriff for Crawford County, for the time herein specified, under Charles A. Jones, Sheriff, is hereby approved.

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

Charles B. Stegner 116	Petition of Mary L. Perkins, wife of Charles E. Perkins, Senior to be declared a Feme Sole Trader. Entered Jan. 4, 1926 # Bro. Greeley, 5.00	Jan. 4, 1926 Petition with supporting affidavits, presented in open Court and filed. And now, January 4, 1926, upon consideration of the foregoing petition and on motion of Charles B. Stegner, Esq., attorney for the petitioner, it is ordered and decreed that notice be given by advertisement once a week for three weeks in The Titusville Herald a newspaper published in this County that the said matter will be considered by the Court on Monday, the 1st day of February, 1926, at 2 P. M. next, when all persons may show cause, if any they have why the prayer of the petitioner shall not be granted. (Signed) Thos. J. Brather, President Judge Feb. 1, 1926. Proof of publication of notice of petition, filed. Decree: And now, to wit, February 1, 1926, upon consideration of the foregoing petition and the evidence in support thereof, the Court being satisfied of the fitness and propriety of the application, does hereby order and decree that the said Mary L. Perkins shall have all the rights and privileges secured to a feme sole trader under the Act of the 22d day of February, 1718, entitled, "An Act concerning feme sole traders", and be subject as therein prided; and that a certificate under the seal of the Court be granted her, that she shall be authorized to act, have the power, and transact business, as provided by the act of May 4, 1855, entitled, "An Act relating to certain duties and rights of husband and wife and parents and children." Per Curiam. (See paper filed) Certificate of decree issued.

FEBRUARY TERM, 1926

Thomas & Kiebort
117

Sept. 16, 1927, Recd from libellants per Attys $3.50, being Shffs and Pros. costs.
V. L. Greeley, Pro.

Sept. 19 - 1927
Received of Pro
Greeley $5.40
Sheriff costs
In T. Herrick
per Chas. A. Jones
Le Sheriff

Mabel Hutchison
vs.
DeForest Hutchison
Issued Jan. 4. 1926

	$
Tax & writ (Attys paid)	3.00
Shff. Jones	5.40
L. J. Culbertson, Master	25.00
Pro Greeley	8.10
atty	3.00

Subpoena in Divorce
And now, January 4, 1926 subpoena awarded, Returnable to Second Monday of February, 1926.
(Signed) Thos. J. Brather, P.J.
Subpoena returned: Served the within named DeForest Hutchison on January 8, 1926, at his residence in Venango Township, by handing to him a true and attested copy of the within subpoena in divorce and making known to him the contents thereof.
So answers Chas. A. Jones, Sheriff.
Affd. of service attached.
And now, Aug. 26, 1927, L. J. Culbertson, Esq. is appointed Master in this case
By Hon. Thos. J. Brather, P.J.
(See paper filed) Com. issued.
Sept 10 1927 Testimony on part of Libellant and report of Master filed.
On Argt. List for Sept. Term, 1927, No. 6
Nov. 11, 1927. After due consideration, a divorce is decreed as prayed at cost of respondent. Per Curiam
Decree: And now, to-wit, November 11, 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 Mabel Hutchison be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Mabel Hutchison the libellant, and the said DeForest Hutchison the respondent. And that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondents 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, 1926

Leland J. Culbertson Stuart A. Culbertson 118	The Oakes & Burger Co. Inc. vs. Maple Leaf Creamery Company. Issued Jan. 8, 1926. Jax & writ (paid) 3.00 Shff. Jones.	Replevin for the following described goods & chattels valued at $111.25; Rennet at $11.25; Jars at $20.40; Two pasteurizers at $833.50; Bottles & pipetts at $9.91; Brushes at $3.38; Neutralizer & bandage at $14.85; Rennett at $22.00; Acid at $10.13; Printer and Boxes $17.50; Mould at $45.00; Crates, washer, etc at $405.00; Cooler at $210.00; Churn & motor at $7.75; Wyandotte and Alkali at $33.11; Caps at $39; Tablets & Sheets at $3.82; Bottles at $177.1; Rennet at $32.00. Making a total val of $2047.57. Returnable to the first Monday of February, 1926. Jan. 8, 1926. Affidavit as to value of property filed. Jan. 8, 1926. Bond of plaintiff with Hartford Accident and Indemnity Company as surety, in the penal sum of $5729.64, approved and filed.

Oct. 1-1927. this case discontinued of Record

Leland J. Culbertson atty for Pltff

FEBRUARY TERM, 1926

Curtis L. Webb 119 Thomas & Thomas Jan. 12, 1926.	Edward Gilpin Qr vs. J. A. Hunt. Issued Jan. 8, 1926. Tax & writ (pd by Atty) $2.00 Shff. Jones (pd to Shff) 2.60	Summons in Assumpsit Returnable to first Monday of February, 1926. Jan. 12, 1926. Thomas & Thomas appear for defendant. (See paper filed.) Writ returned: Served the within summons on the within named J. A. Hunt on January 12, 1926, by handing to him a true and attested copy of the summons, and making known to him the contents thereof. So answers Charles A. Jones, Sheriff. Aug. 13, 1926. Statement of claim filed. Service accepted by Defts. Attys. Aug. 17, 1926. Rule is hereby entered on the Plaintiff to show cause why a more specific statement should not be filed, Returnable to next term; All proceedings stayed in the meantime. (See Paper filed) (Sgd) Thos. J. Brather, P.J.

Sept. 4, 1926. Amended Statement of claim filed. Service of same accepted by Defts. Attys.

Sept. 18, 1926. Affidavit of defense filed.

FEBRUARY TERM, 1926

O. Clare Kent 120	-b. A Yonts and Nettie N. Yonts, trading as The b. A. Yonts Company vs ✓ Maple Leaf Creamery Company, a co-partnership Consisting of T. b. Smyth, Harmon b. Smith and F. M. Shanklin and Maple Leaf Creamery, a corporation. Issued Jan. 9, 1926. Tax + writ (paid) # 2.00 Shff. Jones	Summons in Assumpsit, Returnable to First Monday of February next Jan. 9, 1926 Plaintiffs Statement of Claim filed Jan. 13, 1926 Affidavit of defense on the part of T. b. Smyth and Harmon b. Smith filed. April 5, 1926 Supplemental affidavit of defense by T. b. Smyth and Harmon b. Smith filed by leave of Court.

FEBRUARY TERM, 1926

F. L. Boland 121 Thomas & Kiebort Jan. 16, 1926.	Clarence B. Rhea vs. Scott D. Mushrush Issued, Jan. 11, 1926 Tax & writ (Bligg paid) $ 2.00 Shff. Jones 3.20	Copias ad Respondendum in Trespass Returnable to Second Monday in February next. Jan. 11, 1926. Affidavit to hold to bail filed, and bail in $1000 specially allowed by V. L. Greeley, Brothy. Jan. 11, 1926. Statement of Claim filed. Jan. 16, 1926 Thomas & Kiebort appear for defendant. (See paper filed) May 25 1926 Writ returned served, with bail bond of Deft. attached June 22, 1926, The above case is now discontinued. F. L. Boland

FEBRUARY TERM, 1926

J. A. Strawhan Jr. 5-21-29 V.L.G.

122

S. J. Hazen
vs.
Mary E. Klifford and
M. D. Klifford
Entered Jan. 11, 1926
Bro. Greeley (Plff. pd) #2.25

Of No. 3 May 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 Two Thousand and Eighty-four and 95/100 Dollars, being the amount of debt, interest to Dec. 3, 1925, and costs now due on the original judgment.

Debt #2084.95
Int from Dec. 3, 1925
to 1-11-1926. Judgment.
V. L. Greeley, Prothy

The death of S. J. Hazen is suggested and in lieu thereof S. Frank Hazen and Phemie W. Hazen, Executors of S. J. Hazen dec'd, are substituted. May 21-1929 - J. A. Strawhan Jr. Atty for Executors
Fi Fa no 9 Sept Term 1929
Nov. 18, 1929, The above judgment satisfied (See Fi Fa.)

FEBRUARY TERM, 1926

Leland J. Culbertson
Stuart A. Culbertson

123

Fred A. Smith and William M. Smith Executors of the estate of S. S. Smith, deceased,

vs.

Irene Gallagher and Harry Gallagher, her husband.

Entered Jany 12, 1926.

Tax & Pro. F. (Atty pd) $ 3.50
Atty 3.00

Amicable Action of Ejectment for a certain piece or parcel of land in Richmond Township, containing ninety acres, more or less, on which is erected Frame dwelling house, large barn, and other outbuildings.

Jan. 12, 1926 Confession of judgment, affidavit as to default and copy Article of Agreement on which this action is brought, 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, Penna, for the above named Irene Gallagher and Harry Gallagher, her husband, and confess judgment against them and in favor of Fred A. Smith and William M. Smith, Executors of the last will and testament of S. S. Smith, for the premises described in the copy of agreement for the sale of land hereto annexed and for costs, waiving all stay and exemption laws."

(signed) Leland J. Culbertson
Stuart A. Culbertson,
Plaintiffs Attorneys.

G. page 156

Judgment
D. L. Greeley, Prothy

Hab. Fac. Poss. with Fi. Fa. Same to No. 70 Feb. Term, 1926

FEBRUARY TERM, 1926

L. W. Benedick
124
Thomas & Thomas

Jan 26 1928 Rec'd of Plff by atty Twenty Dollars balance of costs
V. L. Greeley Pro

Benjamin Anderson
vs.
Emma Anderson
Issued Jan. 16, 1926

Tax & writ (Atty/paid) #	3.00
Dan'l Roberts, Comm on Sub. Pd	1.45
Pro T on no 81 Feb 1926	4.50
Effie M. Peffers, Coun	62.15
Martin Boland, (Sub Atty) (reg by Sub Atty)	100.00
Pro Greeley	15.50
atty	3.00

Subpoena in Divorce
And now, Jan. 16, 1926, Subpoena in divorce A.V.M. awarded; Returnable to first Monday of March, 1926.
(Signed) Thos. J. Brather, P.J.

Writ returned: On the third day of February A.D. 1926, in the City of Titusville, personally served the within subpoena in divorce upon Emma Anderson, the within named respondent, by delivering to her personally a true and attested copy and duplicate of the original of said subpoena in divorce and by reading and making known to her the full contents thereof. So answers
Daniel P. Roberts, Comtab.

April 5, 1926. Thomas & Thomas appear for respondent. (See paper filed)
And now, April 5, 1926. Petition of respondent for an order requiring libellant to pay her a sufficient and ample amount to enable her to meet her personal expenses, pay for her support and maintenance pending said proceedings, and to pay an adequate and sufficient amount to be fixed by the Court, to enable her to employ counsel to defend her in said case and to procure her evidence and produce her witnesses for the trial of same, - presented in open Court and filed.
And now, April 5, 1926, upon consideration of the within a rule to show cause is hereby granted, returnable to first Monday of May next, at ten o'clock A. M.
(See paper filed) Per Curiam.
April 19, 1926, Answer of libellant sur petition for alimony, etc. filed.
On Argt. List for May Tr. 1926. No. 11.
Now, Sept 8, 1926, this rule came on for hearing upon petition and answer and libellant is directed to pay respondents counsel as for counsel fees # 50.00, and respondent # 25.00 for witness fees. Further order for fees to await procedure in Court. And libellant is directed to pay respondent # 2.00 per week alimony pending determination of this proceedings. By the Court. (See paper filed)
On Argument List for Sept. Term, 1926. No. 3.
And now, Dec. 2, 1926, John A. Boland, Esq., is appointed Master to take testimony in this case and make report to the Court.
(See paper filed) Com. issued (Signed) Thos. J. Brather, P.J.
Jan 30 1928 Testimony and report of Master filed.
Now, Feb. 6, 1928, The within Master's report approved; and a rule granted to show cause why the divorce should not be granted, returnable to the fourth Monday of Feb. 1928, at 10 o'clock A. M. Per Curiam. (See back of report.)
Feb. 8, 1928. Acceptance of service of rule by Defts. Attys. filed.
On Argt. List for Feb. Term, 1928. No. 23.

Record continued from page 457.

FEBRUARY TERM, 1926

Arthur L. Bates

vs.

Victor Johnson 125
Feb. 3, 1926

Max Bauman, doing business as M. Bauman & Company

vs.

Edward De Pascale

Issued Jan. 23, 1926.

Tax writ (Atty pd) 2.00
Shff. Jones (pd Mar. 1927) 3.00

Summons in Assumpsit
Returnable to next term.

Jan. 23, 1926. Plaintiffs statement of claim filed. Copy certified to Sheriff.

Feb. 3, 1926. Affidavit of defense filed, and service of copy accepted by Plff's. Attorney.

"And now, to wit: February 3, 1926, comes the plaintiff in the above entitled case, by his attorney, Arthur L. Bates, and enters a rule on defendant to show cause why judgment should not be entered for the amount of plaintiffs claim, Returnable according to law."

Feb. 4, 1926. Rule filed, and Service accepted by Defts. Atty. (See paper filed)

Feb. 10, 1926. Replication filed. Service accepted by Defts. Atty.

On Argument List for Feb. Term, 1926, No. 3

Writ returned: Served the within summons and plaintiffs statement of claim on the within named Edward De Pascale on Jan. 23, 1926, by handing to him a true and attested copy of each, and making known to him the contents thereof. So answers Chas. A. Jones, Sheriff.

FEBRUARY TERM, 1926

Thomas & Thomas ✓ 12/6	Lenna Stanford, Administrator of estate of Reid Stanford, dec'd, vs. Hiram E. Perry Entered Jan. 25, 1926.	Appeal by Defts. from Judgment of A. F. Moses, Esq. Justice of the Peace
	Jas & writ (paid by Pltf) 1.50	
	Costs on Trans 6.65	

FEBRUARY TERM, 1926

Thomas & Thomas
T. C. Cochran

127

G. G. Martin for Catherine E. Barnes, alias Catherine Barnes.

The Second National Bank, a corporation of Titusville, Pennsylvania, to the use of A.R. Hodge
vs.
W. D. Stevenson,
Catherine E. Barnes, alias Catherine Barns, and H.W. Stevenson
Issued Jan. 25, 1926.

	#
Tax & writ (pd by F.J.T. Atty)	2.75
Rec. Hood	.50
Shff. Jones	9.20
Shff. Jones - alias	1.80
Pro. Greeley	2.75
Atty	3.00
Pro. Greeley Add'l	3.50

Scire Facias sur Mortgage recorded in the office of the Recorder of Deeds, etc for the County of Crawford, in Mortgage Book No. 127, at page 370, etc. Returnable to next term.

Jan. 25, 1926. Affidavit as to title to land, and amount due filed.

Writ rcvd: Served the within writ on the within named W. D. Stevenson on Feb. 2, 1926, by handing to him a true and attested copy of the writ, and making known to him the contents thereof.

Nihil habet as to Catherine E. Barnes, alias Catherine Barnes, and H. W. Stevenson.

So answers Chas. H. Jones, Sheriff.

Feb. 17, 1926. Alias Sci. Fa. issued as to Catherine E. Barnes alias Catherine Barnes, and H.W. Stevenson; returnable to first Monday of March next.

And now, February 24, 1926, upon praecipe of plaintiff's Attorneys, judgment is entered in the above case, in favor of the plaintiffs and against the defendant W. D. Stevenson, above named for want of an appearance; and said judgment is liquidated at the sum of Four thousand four hundred forty-three and 33/100 Dollars. (See paper filed)

Debt # 4443.33
Int. from Feb. 24, 1926
Judgment
V.L. Greeley, Pro.

St. p. 240.

Alias writ returned March 1, 1926. Nihil habet as to Catherine E. Barnes, alias Catherine Barnes, and H. W. Stevenson.

So answers Charles H. Jones, Sheriff.

March 6, 1926. G. G. Martin, Esqr, Franklin, Pa., appears for Catherine E. Barnes, alias Catherine Barnes. (See paper filed.)

March 10, 1926. Answer of Catherine E. Barnes filed.

And now, March 15, 1926 upon praecipe of plaintiffs attorneys, judgment is entered in favor of plaintiff and against the deft H. W. Stevenson, for want of an appearance, and plaintiffs damages assessed at the sum of Four thousand four hundred forty-three and 33/100 Dollars, with interest from Feb. 24, 1926. (See paper filed)

Debt # 4443.33
Int. from Feb. 24, 1926
Judgment
V.L. Greeley, Pro'thy.

St. page 240.

Lev. Fac. to No. 49 May Term, 1926.
April 20, 1926. The above judgment satisfied. (See Lev. Fac.)

FEBRUARY TERM, 1926

128	In re Annual Report of the County Auditor for the fiscal year ending at 12 o'clock noon on the first Monday of January 1926 Entered Jan. 25, 1926 Geo. Speeley 1.00	January 25, 1926. Filed in open Court

FEBRUARY TERM, 1926

O. Clare Kent
129

Sept 22 1926 Rec'd of Sheff by atty Twenty three and 05/100 dollars Shff and Prothys costs
T.K. Greeley Pro

Nov. Sept. 22. 1926 - Rec'd of Pro. Greeley $10.20 being my costs.
Chas A Jones Sheriff
per WJG.

Inez V. Barrett
vs
Thomas G. Barrett
Issued Jan. 25, 1926.

	#
Tax & writ	3.00
Shff. Jones	1.85
Shff. Jones, alias	1.85
Shff. Jones, proc.	6.50
J.A. Northam, Master pd	25.00
Pro. Greeley	9.85
Atty	3.00

Subpoena in Divorce.
And now, January 25, 1926, subpoena awarded, Returnable to first Monday of March next.
(Signed) Thos. J. Brather, P.J.
Subpoena rec'd Mar. 1, 1926. The within named Thomas G. Barrett is not found in my bailiwick. So answers
Chas. A. Jones, Sheriff
March 2, 1926. Alias subpoena in divorce issued, returnable to first Monday of April next.
And now, April 5, 1926, the within named respondent Thomas G. Barrett, is not found in my bailiwick
So answers Chas A. Jones, Sheriff
April 10, 1926. Order for proclamation issued, returnable to 2d 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 Conneaut Lake Breeze, a newspaper published within my bailiwick, for four weeks successively prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached. So ans. Chas. A. Jones, Shff.
And now, May 13, 1926, John A. Northam, Esq., is appointed Master in above case. By Hon. Thos. J. Brather, P.J. (See paper filed) Com. issued.
Aug 19 1926 Testimony and Report of Master filed.
On Argument List for Sep. term, 1926, No. 16.
Now, Oct. 25, 1926, After due consideration a divorce is decreed as prayed and at cost of respondent. Per Curiam.
Decree:- And now, to-wit Oct. 25, 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 Inez V. Barrett be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her the said Inez V. Barrett the libellant, and the said Thomas G. Barrett the respondent.
And that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage, shall cease and determine;
And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married
(See paper filed) Per Curiam

FEBRUARY TERM, 1926

Charles B. Stegner ✓
Thomas & Thomas

130
H. J. Sindorf ✓
Feb. 24, 1926. V.L.G. Pro

Oct. 4, 1928 Received from Chas. B. Stegner, Esq. Plffs. Atty. $4.00, Jury-Fee.
V. L. Greeley, Pro

First Baptist Church of Titusville, Pennsylvania

vs.

A. H. Smith

Issued Jan. 26, 1926

#

Jax & word (pd Jan 28, 1926)	2.00
Shff. Jones	8.80
Bro. Greeley	12.25
Jury-Fee	4.00
Atty	3.00
Plffs. Bill of Costs	98.46

Summons in Assumpsit;
Returnable to next term.

Jan. 26, 1926, Plaintiffs statement of claim filed and copy certified to Shff.

Feb. 8, 1926, Agreement of counsel extending time 10 days for filing affidavit of defense, filed.

And now Feb. 18, 1926, upon motion of defendant presented in open Court, a rule is granted upon the plaintiff to show cause why the statement of claim herein should not be stricken from the record; Returnable to the first Monday of April, 1926. Per Curiam. (See paper filed)

April 5, 1926, Plaintiffs answer to petition to strike off statement of claim filed.

And now, April 5, 1926, rule to show cause granted, why a more specific statement of claim attached should not be substituted for the one originally filed, returnable to first Monday of May next, at 10 o'clock A. M. Per Curiam. (See paper filed)

On Argt. List for May Term, 1926, No. 4.

May 24, 1926. Rule to strike off discharged, and Rule to file more specific one, absolute. Per Curiam.

June 23, 1926, Affidavit of defense to plaintiffs amended statement of claim, filed. Service accepted by Plffs. Attys.

Writ returned: Served the within summons together with plaintiffs statement of claim, on the within named A. H. Smith, on Feb. 2, 1926, by handing to him a true and attested copy of each, and making known to him the contents thereof. So answers Chas. H. Jones, Sheriff.

On Trial List for 1st Monday of Oct. 1926 No. 6

On Trial List for 1st Mon. of Jan. 1927, No. 2

January 3, 1927 Continued on defendants application.

On Trial List for 1st & 2d Mondays of March, 1927, No. 16

March 7, 1927, continued by consent.

On Trial List for 2d Monday of Jan. 1928, No. 9

And now, January 11, 1928, Jury called and sworn as follows: 1- Mrs. M. Teasdale; 2- Lou Durney; 3- Mrs. Ina Keck, 4- Mrs. Ada Montgomery, 5- Warren Brum, 6- James De Armentt, 7- Mrs. F. B. Warren, 8- Porter Greenfield, 9- M. A. Dureay, 10- Mrs W. H. Thompson, 11- Mrs. W. B. Heasley, 12- Geraldine Minnium, twelve good and lawful persons, who upon their solemn oath which they have taken, say January 12, 1928 then find for the plaintiff in the sum of Four hundred Dollars and fourteen cents. Dm. fr. 175.

Debt # 400.14
Int. from Jan. 12, 1928
Judgment on Verdict Oct 4 1928
V. L. Greeley, Prothy.

Sm. fr. 14.
Fi. Fa to No. 29 Nov. Term, 1928.

FEBRUARY TERM, 1926

Charles B. Steigner 131	Earl C. Avery vs Emma Avery Issued Jan 26, 1926 Tax & writ (paid) # 3.00 Shff Jones 1.85	Subpoena in Divorce And now, January 26, 1926, subpoena awarded, Returnable to the first Monday of March next. Signed Thos. J. Grather P.J. Subpoena returned March 1, 1926: The within named Emma Avery is not found in my bailiwick. So answers Chas. A. Jones, Sheriff.

FEBRUARY TERM, 1926

Thomas & Thomas 132	Martha Boyd vs David E. Boyd Issued Jany 26, 1926. # Jay & writ (paid) 3.00 Shff. Jones, atty fee 1.85 Shff. Jones - alias (atty fee) 2.85 L. J. Culbertson Master 25.00 5-13-26 Pro Greeley atty paid 8.85 atty 3.00	Subpoena in Divorce And now, Jany 26, 1926 subpoena awarded, Returnable to First Monday of March next. (Signed) Thos. J. Brather, P.J. Subpoena returned March 1, 1926: The within named David E. Boyd is not found in my bailiwick. So answers Chas. A. Jones, Shff. March 1, 1926. Alias subpoena in divorce issued, returnable to first Monday of April next. Alias subpoena returned: Served the within subpoena in divorce on the respondent personally on the third day of April, 1926 by delivering to him a true and attested copy of the same and making known to him the content thereof, as appears from affidavit as above. So answers, Chas. A. Jones, Shff.

And now, March 1, 1926, L. J. Culbertson is appointed Master as prayed for. By Hon. Thos. J. Brather, P.J. (See Paper filed) Com. issued May 12, 1926. Testimony and report of Master filed.

On Argt. List for May Term, 1926, No 26.

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 Martha Boyd be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Martha Boyd the libellant, and the said David E. Boyd the respondent.

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

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

(See paper filed) Per Curiam.

Leland J. Culbertson &
Stuart A. Culbertson
133

Clarence C. Devore
vs
Lewis Ross and
Rosa Ross, his wife
owners or reputed
owners.
Issued Jan. 28, 1926.

Tax + writ (Atty Feb. 25/26)	#	2.75
Atty on lien		2.00
Sheff. Jones (paid by Pltf)		3.70
Geo. Greeley		2.25
Atty		3.00
Sat		.25

Feb
April 1 1926 Rec'd
Two and 50/100 Dollars
as costs
V.L. Greeley Pro

Of No. 2 February Term, 1926, Mech. Lien Doc.
Scire Facias sur Mechanics Lien
filed Dec. 5, 1926, and entered in
Mechanics' Lien Docket No. 6, at page 133,
Returnable to next term.

Writ returned: Served the within writ on the within named Rosa Ross on Jan. 29, 1926 by handing to her a true and attested copy of the writ, and making known to her the contents thereof. Served the within writ on Lewis Ross on Jan. 29, 1926 by handing a true and attested copy of the writ to an adult member of his family, namely Rosa Ross, his wife, and making known to her the contents thereof. So answers

Chas. A. Jones, Sheriff.

And now, Feb. 25, 1926 Upon praecipe of plaintiff's attorney, judgment is entered in the above stated case, in favor of plaintiff and against defendants for want of an appearance and for want of an affidavit of defence, and judgment liquidated at the sum of Eleven Hundred and Seventy-two and 7/100 Dollars, with costs. (See paper filed)

Debt # 1172.07
Int. from Feb. 16, 1926
R. pp. 145, 189. Judgment
V.L. Greeley, Prothy.

April 1, 1926 Received satisfaction in full of the above judgment, debt, interests and costs.
Clarence C. Devore

FEBRUARY TERM, 1926

134	Mrs. Artemitia B. Nichols vs. L. L. Nichols and Blanche Nichols Entered Jan. 29, 1926 Pro. Greeley (paid) $ 2.25 Plff. on original 1.50	Of No. 268 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 the plaintiff and against the defendants, with all the waivers and conditions contained in the original judgment note, for the sum of One hundred seventy-five Dollars, being the amount of debt now due on the original judgment, with interest from Jan. 21, 1926, and costs. Debt $ 175.00 Int. from Jan. 21, 1926 N. Pp. 93482. Judgment V. L. Greeley, Prothy

January 2nd 1929 This judgment is satisfied of record having received payment in full Debt interest and costs, and same applied as a payment on A. P. Mitchell Mortgage.

T. W. Rinkenbach, Atty for Artemitia Nichols

FEBRUARY TERM, 1926

Geo. Eldred
135

Fritz William Carlson
vs.
Maude Luella Carlson
Issued Jan. 29, 1926

	$
Tax & writ (paid)	3.00
Shff. Jones	1.85
Shff. Jones-alias	1.85
Shff. Jones-proc.	6.75
C.W. Benedict, Master	25.00
Pro. Greeley	9.85
Atty	3.00

Subpoena in Divorce and for the care and custody of Mabel May Carlson 13 years of age and Hilda Irene Carlson 10 years of age, minor children of the parties.

And now, January 29, 1926 subpoena awarded, Returnable to First Monday of March next.

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

Subpoena returned March 1, 1926: The within named Maude Luella Carlson is not found in my bailiwick.

So answers Chas. H. Jones, Sheriff.

March 3, 1926. Alias subpoena in divorce issued, returnable to First Monday of April next.

Alias subpoena returned: And now, April 5, 1926, the within named respondent, Maude Luella Carlson, is not found in my bailiwick. So ans Chas H. Jones, Shff

April 5, 1926. Order for proclamation issued, returnable to second 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 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 Chas. H. Jones, Sheriff.

And now, May 11, 1926. C.W. Benedict, Esqr, is appointed Master in this case to take testimony and make report thereon to the Court. (See paper filed) Com. issued.

By Hon. Thos. J. Prather, P.J.

FEBRUARY TERM, 1926

Charles B. Stegner 136	Nettie J. Sutton vs. Daniel Sutton Issued Jany 29, 1926 #	Subpoena in Divorce And now, Jan. 29, 1926, Subpoena awarded, Returnable First Monday of March next. (Signed) Thos. J. Brather, P.J. Subpoena rcld: Served the within subpoena in divorce upon the within named Daniel Sutton, by handing him a true and attested copy thereof and by reading the same to him and informing him of the contents thereof, in Bradford County, Pa., Feb. 12, 1926 So answers D.B. Roberts, Constable. And now, April 5, 1926, W. J. Sirdevan, Esq., is appointed Master in this case. (See paper filed) By Hon. Thos. J. Brather, P.J. April 23, 1926, Testimony and report of Master filed. On Argt. List for May Term, 1926, No. 27. 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 Nettie J. Sutton be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Nettie J. Sutton the libellant, and the said Daniel 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, in pursuance of said marriage, shall cease and determine. And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married. (See paper filed) Per Curiam.
Charles B. Stegner 136	Nettie J. Sutton vs. Daniel Sutton Issued Jany 29, 1926 # Tax & writ (paid) 3.00 D.B. Roberts on sub. (Atty fee) 4.65 W. J. Sirdevan, Master (Fee) 25.00 Pro. Greeley (5-15-26 paid.) 7.85 Atty 3.00	

FEBRUARY TERM, 1926

S. Y. Rossiter
137
vs
L. W. Benedict

Mch 1 1929 Rec'd of Deft Eight Dollars as costs
V. L. Gridley Pro

Frances M. Kreny
vs
Frank Flanders
Issued Jan. 29, 1926.

Jas Y Rossiter (pd by Atty)	2.00
Shff. Jones (Deft. pd)	8.40
Pro. Fs. for Co.	4.50
Atty	3.00
Cert	.50

Summons in Trespass
Returnable to next term.
Feb. 3, 1926. L. W. Benedict, Esq., appears for Deft. (See paper filed)
Writ returned: Served the within summons on the within named Frank Flanders on Feb. 3, 1926, by handing to him a true and attested copy of same, and making known to him the contents thereof.
So answers Chas. H. Jones, Sheriff.
May 28, 1927. Statement of Claim filed.
June 3 1927 Affidavit of defense filed.
On Trial List for 1st Mon of Jan. 1929, No. 4
Janry 7, 1929 Continued and marked Remanet.
On Trial List for First Mon of Mch 1929 No 2

And now March 1 1929 Received settlement in full of above case and the same is discontinued and Settled of record. all costs paid

Witness V. L. Gridley - Frances M. Kreny

FEBRUARY TERM, 1926

Stuart A. Culbertson 138	✓ Mrs. Lester Steadman vs ✓ Elmer Wheeler and ✓ Capitolia Wheeler Issued Jan. 30, 1926 # Pro. Greeley (Deff. paid) 2.25 Shff. Jones	Of No. 281 November Term, 1920. Scire Facias to revive and continue the lien of the above judgment. Returnable to the day preceding the last day of next term.

FEBRUARY TERM, 1926

H. J. Ockerman 139 Charles B. Stegner	Henry Meyer vs. Herman Kraft Entered Feb. 3, 1926 Jax Sentry (pd by Pltfs Atty) 1.50 Costs on Trans. (Pltfs 3.20 Dfdt 1.50) 4.70	Appeal by Dft. from Judgment of Sebastian V. Haehn, Alderman.

FEBRUARY TERM, 1926

140	Venire for the First Mondays of March 1926 Issued Feb. 4, 1926. Pro. Greeley. 1.75	Venire to draw and summon 43 persons to be traverse jurors for the Court of Common Pleas to be held the First Monday of March next.

FEBRUARY TERM, 1926

141	Venire for the Second Monday of March 1926. Issued Feb. 4, 1926 Bro. Greeley, 1 75	Venire to draw and summon 24 persons to be Traverse Jurors for the Court of Common Pleas to be held the Second Monday of March next.

FEBRUARY TERM, 1926

O. Clare Kent ✓

142

June 10 1927 Rec'd from O. Clare Kent atty Eighty four and 19/100 Dollars costs in this case V. E. Greeley Prothy

June 10th 1927 Rec'd from Pro. Greeley $76.94 being Atty. & Appellants costs in this case. O. Clare Kent Atty.

In re Appeal of B. A. King from the audit of his accounts as Treasurer & Secretary for the Board of Supervisors of Sadsbury Township for the year ending the first Monday of December 1925. ✓

Entered Feb. 4, 1926

(no tax) 2-4-26 #

Pro. Greeley atty pd		2.50
Pro. Greeley, Since		7.25
Lovin Harper (paid by appellant)		49.70
Atty		3.00
Appellants Bill of Costs,	21.74	
	$84.19	

And now, February 4, 1926, comes B. A. King, by his attorney O. Clare Kent, and appeals from the report, finding, settlement and award of Paul Interman, M. D. Clifford and Ruth S. Keough, Auditors, in and for Sadsbury Township, of the accounts of B. A. King, Treasurer of Sadsbury Township, and the annual report of the road Tax for year ending First Monday of December, 1925, which said audit and report was filed in the office of the Clerk of the Court of Quarter Sessions on January 16, 1926. (Signed) O. Clare Kent Attorney for Appellant

Feb. 4, 1926 Affidavit of appellant filed

Feb. 4, 1926 Bond of B. A. King, appellant with Grant Lindsey and Walter J. White as sureties, in the sum of $200.00, dated Feb. 2, 1926, filed.

Order of Court: And now, February 4, 1926, upon presentation of the foregoing petition and appeal, in open Court, it is hereby ordered that said appeal be filed and entered as prayed for and the accompanying bond is hereby approved. By the Court.

(See paper filed)

On Argument List for Sep. Term, 1926 No. 5

And now, Sept 29, 1926 On motion in open Court, Miss Maude Harper is appointed Commissioner to take testimony on the part of appellant in this case. Per Curiam.

(See paper filed) Commission issued.

Dec 29 1926 Testimony on behalf of appellant filed.)

On Argument List for Feb. Term, 1927, No. 7.

March 14, 1927 Agreement of counsel, sustaining appeal filed

Decree: Now, March 14, 1927, upon presentation of the foregoing agreement of counsel for the respective parties in interest and after due consideration thereof, it is hereby ordered and decreed that the appeal taken from the report of the Board of Auditors of Sadsbury Township, Crawford County, Penna. for the year ending the first Monday of December, 1925, by the said B. A. King as Treasurer of said Township and as Secretary of the Board of Supervisors thereof, and as filed in the Court of Quarter Sessions of Crawford County, Pa., on January 16, 1926 be and the same is hereby sustained; the said surcharge of $14,062.01 made in the said report against the said B. A. King as Treasurer and Secretary of the Board of Supervisors, is hereby stricken off; and it is further ordered that the costs of this proceeding be paid by the said Township of Sadsbury and for so doing this shall be the warrant and authority.

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

Corp. p. 163.

Judgment Lindsey, Prothy.

FEBRUARY TERM, 1926

A. M. Fenner
143

Jennie Platt
vs.
R. D. Thompson
Entered Febyst, 1926

Pro. S. (paid by Atty) $2.25
Atty 3.00

Of No. 1 May 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 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 eight and 2/100 ($308.02) Dollars, being the amount of debt, interest and costs now due on the original judgment.
Dated, February 3, 1926

Debt $308.02
Int. from Feb. 3, 1926.
Judgment
I. page 109.
V. L. Greeley, Prothy

Feb 4 1931 The above judgment satisfied of record. (See paper filed.)

O. Blare Kent for Ralph D. Spaulding & Daisy S. Robertson

144

Thomas & Thomas for Amos Garwood, Ada Thayer, Mary McKean & Frank W. Spaulding

Leland J. Culbertson and Stuart A. Culbertson for Estate of Ella Spaulding, Dec'd.

Putnam, Benton McMichael and Donald McMichael

Petition of Ralph D. Spaulding for a Declaratory Judgment and Decree concerning rights and interests arising under deed from D. D. Spaulding and wife to L. D. Spaulding and his children, recorded in Recorders Office of Crawford County in Deedbook 2 No. 4, page 90. Entered Feb. 5, 1926

Pro. Greeley (Atty's pd)	# 2.50
Pro. Greeley	6.50
Atty	3.00

Petition for Decree under Uniform Declaratory Judgment Act of June 18, 1923 P.L. 840, declaring as to property rights in a certain piece of real estate in Bonneauville Tp., containing fifty-five acres, more or less, - filed.

And now, February 6, 1926, we the undersigned hereby appear for the respective parties above referred to as hereinbelow set forth, and admit the averments set forth in said petition, and join the petitioner in his prayer for a construction of the deed referred to and the entry of a decree accordingly.

(Signed) O. Blare Kent,
Attorney for Ralph D. Spaulding & Daisy S. Robertson

(Signed) Thomas & Thomas
Attorneys for Amos Garwood, Ada Thaye, Mary McKean and Frank W. Spaulding

(Signed) Leland J. Culbertson,
Stuart A. Culbertson,
Attorneys for Estate of Ella Spaulding, Dec'd.
Putnam, Benton McMichael & Donald McMichael

On Argument List for Feb. Term, 1926 No. 4.

Feb. 24, 1926. Argued C.A.V.

April 5, 1926, Opinion filed, with the following order:-

Now, April 5, 1926, upon the evidence submitted we conclude and decree as follows:

1. L. D. Spaulding took a life estate in the premises described jointly with his children then in being or subsequently born.

2. Said deed of conveyance did not grant a fee to any person or persons named therein, either individually or as a class, for the reason that it contained no words of inheritance, and consequently the fee remained in the grantors, D. D. Spaulding and wife.

3. The title to the farm in question remained in fee in D. D. Spaulding and wife as grantors, and now belongs and shall descend to their heirs at law in such distributive parts as is provided for by the Intestate Laws of the State of Pennsylvania.

Per Curiam:
(Sgd) Thos. J. Prather, P.J.

(See opinion filed)
Sp. 242 R. 191 G. 2, 178 D. 116 Mc. 136; 142 A. 203.

Judgment.
V. L. Greeley, Prothy.

FEBRUARY TERM, 1926

W. W. Benedict Thomas & Thomas 145 Breene & Jobson, O. Blare Kent.	A. B. Lamb vs. O. B. Bracht Issued Feb. 6, 1926 Jas. Twirch (Plff's fee) 2.00 Chas. Jones (use of Plff) 8.80 Geo. Greeley (Plff's fee 8/11/26) 5.75	Summons in Assumpsit Returnable to first Monday of March next Feb. 6, 1926. Affidavit that plaintiffs claim exceeds $100.00 filed. Feb. 6, 1926. Plffs. statement of claim filed, and copy certified to Sheriff. Feb 22, 1926 Breene & Jobson and O. Blare Kent, Esq., appear for O. B. Bracht, the defendant (See paper filed) Writ returned: Served the within summons together with plaintiffs statement of claim on the within named O. B. Bracht on Feb. 10, 1926, by handing to him a true and attested copy of each and making known to him the contents thereof. So answers Chas. N. Jones, Sheriff. And now, Feb. 23, 1926. Rule on plff to show cause why he should not file security for costs; all proceedings stayed pending disposition of said rule. Returnable to First Monday of April next at 10 o'clock A.M. (See paper filed) Per Curiam. And now, March 1, 1926. Leave granted to amend record by correcting name of deft. to read "O. B. Bracht", instead of "O. B. Bracht." Per Curiam (See paper filed) And now, April 5, 1926, By consent of Counsel it is ordered and directed that plaintiff file a bond in the sum of $300, with good and sufficient surety to be approved by the Court, as security for costs in the within mentioned case. (See paper filed) Per Curiam. April 26, 1926, Plffs. bond as security for costs approved and filed. Being bond in $300. with National Surety Co. as surety. April 27, 1926. Affidavit of defense filed. On Trial List for 1st Monday of Oct. 1926, No. 5. May 1st, 1928. This case is hereby ordered discontinued Thomas & Thomas Attys for Plffs

FEBRUARY TERM, 1926

fo. W. Benedict Thomas & Thomas 146 Breene & Jobson, O. Clare Kent	W. L. Connell ~~O~~ vs. O. B. Bracht Issued Feb. 6, 1926 Tax & writ (Plff. pd) $ 2.00 Shff. Jones (use of plff) 8.80 Bro. Bleeden (Plff. pd 5/19/26) (5/14/26) 5.75 4.25 + 1.50	Summons in Assumpsit Returnable to First Monday of March next. Feb. 6, 1926. Affidavit that plaintiffs claim exceeds the sum of $100.00, filed. Feb. 6, 1926, Plaintiffs statement of claim filed and copy certified to Sheriff. Feb. 22, 1926. Breene & Jobson and O. Clare Kent, Esq., appear for O.B. Bracht, the defendant. (See paper filed) Writ returned: Served the within summons, together with plaintiffs statement of claim on the within named O.B. Bracht, on Feb. 10, 1926, by handing to him a true and attested copy of each, and making known to him the contents thereof. So answers Chas. H. Jones, Sheriff And now, Feb. 23, 1926, Rule granted on plaintiff to show cause why he should not file security for costs in said case. Returnable First Monday of April next, at 10 o'clock A.M.; proceedings stayed pending disposition of said rule. Per Curiam. (See paper filed) And now, March 1, 1926, Leave granted to amend the record in this case so that defendants name shall read "O.B. Bracket," instead of "O. B. Bracht". Per Curiam. (See paper filed) And now, April 5, 1926, By consent of counsel, it is ordered and directed that plaintiff file a bond in the sum of $300.00 with good and sufficient surety to be approved by the Court as security for costs in the within mentioned case. Per Curiam. (See paper filed) April 26, 1926. Plffs. bond as security for costs filed & approved by the Court, being in sum of $300, with National Surety Company as surety. April 27, 1926 Affidavit of defense filed. On Trial List for 1st Monday of Oct. 1926, No. 4 May 14, 1926, this case is hereby ordered discontinued Thomas & Thomas Attys for Plffs

MAY TERM, 1926

W. J. Sinderman
1
O. Blare Kent
Aug. 28, 1926.

Averna Lucretia De Groat
vs.
Merton Frank De Groat
Issued Feb. 8, 1926

Tax & writ	2-18-26 paid	3.00
Shff. Jones		1.85
Shff. Jones-alias		1.85
Shff. Jones-proc.		6.75
Master C. B. Stegner		
Pra. Greeley, Atty.		

Subpoena in Divorce and for custody of child Audrey Mae De Groat.

And now, February 8, 1926 subpoena awarded, Returnable to first Monday of April, 1926 (Signed) Thos. J. Prather P. J.

Subpoena returned: And now, April 5, 1926, the within respondent, Merton Frank De Groat, is not found in my bailiwick. So answers

Chas. H. Jones, Sheriff

April 27, 1926 Alias subpoena in divorce issued returnable to first Monday of June next.

Alias subpoena returned June 7, 1926: The within named dependant, Merton Frank De Groat, could not be found in my bailiwick.

So answers, Chas. H. Jones, Sheriff.

July 3, 1926, Order for proclamation issued, returnable to first Monday of Aug. next.

And now, Aug. 7, 1926, I, Chas. H. Jones, 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, Meadville, Pa., a newspaper printed within my bailiwick, for four weeks successively prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached. So answers, Chas. H. Jones, Sheriff.

And now, Aug. 6, 1926, Charles B. Stegner, Esq. is appointed Master in the above entitled case. (Signed) Thos. J. Prather, P. J.

Aug. 28, 1926, O. Blare Kent, Esq., appears for the respondent, Merton Frank De Groat. (See paper filed)

Now, Oct. 4, 1926, upon presentation of petition of respondent in open Court, and after due consideration thereof, a rule is granted upon the libellant to show cause why she should not furnish a bill of particulars as prayed for in the said foregoing petition. (See paper filed)

Per Curiam.

On Argument List for Nov. Term, 1926, No. 6.

Nov. 22, 1926 Rule absolute, by consent of counsel. Per Curiam.

J. Perry Eckels
2

May 14, 1926 Received from Libellant, per J. Perry Eckels, Atty, $16.75, being Tax, writ & Pro. $, since $12.25 and Shff. Jones $4.50.
D. L. Greeley, Pro.

May 14. 1926 Ready of D. L. Greeley Four dollars and 50 cents $4.50
My Costs to Chas H. Jones Sheriff

John Elmer Donahue
vs.
Nora Lee Donahue
Issued Feb. 8, 1926

	#
Tax & writ	3.00
Shff. Jones	1.85
Shff. Jones-alias	2.65
F. B. Bolard, Master Not to master	25.00
D. L. Greeley	9.25
Atty	3.00
Shff of Somerset Co after 89	7.40

Subpoena in Divorce
And now, February 8, 1926 subpoena awarded, Returnable to First Monday of April, 1926. Signed Thos. J. Brather P.J.
Subpoena returned: April 5, 1926, the within named defendant is not found in my bailiwick.
So answers Chas. H. Jones, Shff.
April 5, 1926, Alias subpoena in divorce issued, returnable to second Monday of May next.
Alias subpoena returned: Served the within subpoena in divorce on the respondent personally on the 17th day of April, 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,
Martin L. Markel, Sheriff of Somerset County, Pa.
(b) And now, May 3, 1926, writ returned: Served the within named respondent, as per within return of Sheriff of Somerset County, Pa.
So answers, Chas. H. Jones, Sheriff.
And now, May 10, 1926 Frederick B. Bolard, Esq, is appointed Master to take testimony and report to the Court.
(See paper filed) Com. issued. By Hon. Thos. J. Brather, P.J.
May 14, 1926 Testimony and report of Master filed.
On Arg. List for May Term, 1926, No. 28.
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 by the Court ordered, adjudged and decreed.
That the said John Elmer Donahue be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between him the said John Elmer Donahue the libellant and, and the said Nora Lee Donahue the respondent.
And that thereupon all and every the duties, rights and claims, accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage, shall cease and determine.
And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married, except that the said respondent, Nora Lee Donahue shall not marry Claire Haas during the lifetime of the said libellant, John Elmer Donahue.
Per Curiam.

MAY TERM, 1926

Thomas & Thomas 3	Earl L. Moffat, Petitioner, vs. Gilbert Overton and William L. Brown, Respondent Entered Feb. 8, 1926 Pro. Greeley 2-26-26 paid 2.50 Copy of order pd. .50	Feb. 8, 1926 Petition to sell automobile for repairs and storage filed. And now, February 8, 1926, upon presentation of the above and foregoing petition, it is ordered and decreed that the Cadillac seven passenger touring car, No. 55B189, therein described, be sold by petitioner at public sale, for payment of repair and storage charges thereon. Notice of said sale to be published in the Tribune-Republican, once a week for three weeks, by posting printed handbills in at least six public and conspicuous places in the vicinity and by mailing a copy of said sale bills to each of the above named defendants at their last known post office addresses, postage prepaid, at least ten days before said sale. Per Curiam (See petition filed)

MAY TERM, 1926

4

W. R. Ingraham
vs
A. E. Bandley
Entered Feb. 18, 1926.

Geo. Greeley ($200 pd) # 225

Costs on orig. Pltff 1.60

Of No. 296 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

MAY TERM, 1926

Thomas & Thomas 5	John W. Ward, use of J. W. Ward, now use of E. B. Ward vs. Rose Vrenna and Pasquale Vrenna Entered Feb. 10, 1926 Pro. Greeley (Plff. pd) # 2.25 Atty. 3.00	Of No. 239 February 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 Two Hundred Ninety and 50/100 Dollars, being the amount of debt, interest to Dec. 13, 1925, and costs now due on the original judgment. Dated January 27, 1926 Debt # 290.50 Attys Com. included 13.00 Int. from Dec. 13, 1925. Judgment V. L. Greeley, Prothy V. page 38-38.

Dec 11 1926 The above judgment assigned to J. W. Ward of Connellsville. (See paper filed)

Jan. 20, 1933 Amicable Sci. Fa. to No. 129 Feb. Tr. 1933

MAY TERM, 1926

Arthur L. Bates

6

And now March 1, 1926 for value received we hereby release from the lien of the judgment 77 acres of land more or less in Vernon Twp. Crawford County, Pa. bounded on the North by land now or formerly of A. J. Andrews dec'd. and Elmer A. Williams, on the East by land formerly of Gideon Brown now Edgar Brown, South by land of Geo. Andrews dec'd, on the West by land formerly of George Brown and Gabriel Sims containing 10 acres, excepting 23 acres and 32½ perches more or less sold to Rudinhauser by Elmer H. Williams, leaving a residue of 76 acres, 7 woods, also 1½ perches.

New First National Bank
By J. W. Foster
Asst Cash.

New First National Bank of Meadville, Pa.,

vs.

Fred L. Heydolph,
Walter Brickner,
Selma Brickner, now Allen
his wife, and
Charles W. Sheetham and Grace I. Sheetham, his wife,
and F. J. Seeley, Terre Tenants.

Issued Feb. 12, 1926

	#
Jax & writ (Atty fee)	3.50
Rec. Hood	.50
Shff. Jones ("Atty paid")	6.20
Shff. Jones—alias	3.00
Shff. Jones—plurries	2.00
Pro. Seeley	3.50
Atty	
Shff. Jones 2d plurries	3.00
	2.00

Scire Facias sur Mortgage recorded in Mortgage Book Volume 117, page 49 Returnable to first Monday of March next.

Feb. 12, 1926. Affidavit as to title to land and as to breaches of condition filed.

Writ returned: Served the within writ on Feb. 15, 1926, by handing a true and attested copy of the writ to Katherine Heydolph (mother of Fred L. Heydolph) and to Beatrice Seeley (wife of F. J. Seeley) and to Selma Brickner, now Selma Brickner Allen, and making contents of same known to each of them. Nihil habet as to Charles W. Sheetham and Walter Brickner.

So answers Chas. H. Jones, Sheriff.

March 2, 1926. Alias Sci. Fa. issued as to Walter Brickner and Chas. W. Sheetham; returnable first Monday of April next.

Alias writ retd April 5, 1926: Nihil habet as to the within named defendants Walter Brickner and Charles W. Sheetham.

So answers Chas H. Jones, Sheriff.

And now, April 10, 1926, upon petition presented in open Court, it is ordered that the record in this case be amended by adding the words, "and Grace I. Sheetham, his wife", be added as co-defendant in the above case, after the words, "Charles W. Sheetham". Per Curiam. (See Paper filed)

April 10, 1926, Plurries Sci. Fa. sur mortgage issued against Grace I. Sheetham, wife of Charles W. Sheetham, returnable to 1st Monday of May, 1926.

Plurries writ returned: May 3, 1926 Nihil habet as to within named Grace I. Sheetham. So answers, Chas H. Jones, Sheriff.

May 10, 1926, Second Plurries Sci Fa. sur Mortgage issued as to Grace I Sheetham, wife of Charles W. Sheetham, returnable to first Monday of June, 1926.

Second Plurries Sci Fa. retd June 7, 1926: Nihil habet as to the within named Grace I. Sheetham and Charles W. Sheetham.

So answers Chas. H. Jones, Sheriff.

June 11, 1926, Affidavit of Plffs. Atty, as to mortgaged premises being owned by Charles Sheetham and Grace Sheetham, his wife, filed.

June 11, 1926, Affidavit of plffs. atty that he has been unable to ascertain the addresses of Charles W. Sheetham and Grace Sheetham his wife, filed.

And now, June 11, 1926, On motion in open Court, judgment is entered against all of the defendants for want of an appearance and liquidated at the sum of Four thousand eighty-five and 42/100 Dollars.

Debt $4085.42
Int. from June 11, 1926

Judgment
vs
Bradley, Prothy

Sers. Fac. to No. 35 Feb. Term. 1926. Ha 200 Br. 195 A. 116 Br. 183 Dec. 208.

And now March 1, 1926 for value received we hereby release from the lien of the judgment the following described real estate all that certain piece of land situate in Vernon Township, Crawford County, Pa. bounded as follows; North by land of Elmer Williams and a public road; East by land of Gideon Brown; South by land of Charles McEntire. West by Kirby road containing 20 acres of land being the same conveyed to F. Heydolph in deed book 223 page 328. New First National Bank, By H. Vincent Asst Cash.

Dec. 29, 1928 Grace I. Sheetham releases from the lien of this judgment the following described real estate all that certain piece of land situate in Vernon Township, Crawford County, Pa. bounded as follows; North by land of Elmer Williams and a public road; East by land of Gideon Brown; South by land of Charles McEntire. West by Kirby road containing 20 acres of land being the same conveyed to F. Heydolph in deed book 223 page 328. New First National Bank, By H. Vincent Asst Cash.

MAY TERM, 1926

Duff, Marshall & Davis
Otto Kohler

mch 24 1926 Recd of Otto Kohler Sixty and 5/100 Dollars Shff & Pros Costs V. L. Greeley, Pro
Mar 24-1925

Recd of Pro Greeley for my costs $3.00
Chas A Jones Sheriff

Annie Davis, David Davis, Jacob Davis, Maurice Davis, and Albert Davis, co-partners trading and doing business under the name of Barnett Davis

vs

Edward De Pascale

Entered Feb. 13, 1926

	#	
Tax & writ (paid)		2.00
Shff Jones paid		3.00
Pro Greeley mileage		3.25
atty Paid Kohler 3/24/26		3.00

Summons in Assumpsit Returnable to the first Monday of March next.

Feb. 13, 1926, Statement of Claim filed, and copy certified to Sheriff.

Writ returned: Served the within summons together with plaintiffs Statement of Claim on Edward De Pascale on Feby 13, 1926, by handing to him a true and attested copy of each, and making known to him the contents thereof.

So answers Chas. A. Jones, Sheriff.

And now, March 20, 1926, Upon praecipe of plaintiffs attorney, judgment is entered against defendant by default for want of an affidavit of defense, and same liquidated at the sum of Twelve hundred forty and 9/100 Dollars, with interest from date and costs of suit. (See Rule Doc. 12, p. 611)

	#
Debt	1240.09

Int. from March 20, 1926

Judgment,
V. L. Greeley, Prothy.

D. page 171.

8

J. J. Root Estate, now for use of Martha L. Root,

vs.

Irq O. Van Matre & Merle G. Van Matre

Entered Feb. 16, 1926

Pro. Greeley (Deft's. pd) # 2.25
Original Costs 2.70

Of No. 243 February 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 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 thousand Dollars, with interest thereon from Feb. 16, 1925 being the amount now due on the original judgment. Dated Feb. 16, 1926

Debt # 4000.00

Int. from Feb. 16, 1925

V. page 20438

Judgment

V. L. Greeley, Prothy

July 25 1927 The above judgment satisfied of record. (See papers filed.)

MAY TERM, 1926

J. E. Bossard vs 9	Petition of Charles N. Jones, Sheriff for approval of appointment of Lyle N. Jones as Special Deputy Sheriff. Entered Feb. 15, 1926 Pro. Greeley 2.50	And now, February 15, 1926, the within appointment of Lyle N. Jones as Special Deputy Sheriff of Crawford County, Pa., under Charles N. Jones, Sheriff, is hereby approved. Thos. J. Prather, P.J. Feb. 14, 1926. An oath of office taken by Lyle H. Jones as special deputy Sheriff before Jeadnette M. Hood, Recorder, on Jan. 12, 1926, filed.

MAY TERM, 1926

J. E. Bossard ✓ 10	Petition of Charles N. Jones, Sheriff. for approval of appointment of E. O. McNutty as Special Deputy Sheriff. Entered Feb. 15, 1926 Pro. Greeley 2.50	And now, February 15, 1926, the within appointment of E. O. McNutty as Special Deputy Sheriff of Crawford County, Pa., under Charles N. Jones, Sheriff, is hereby approved. Signed Thos. J. Prather, President Judge Feb 24 1926 Oath of offici taken befor Jeannette M. Flood Recorder files.

MAY TERM, 1926

W. J. Sirdevan
"

April 30 1926 Rec'd of Pfff by atty Seven and 85/100 Dollars my costs
V. Le. Greeley Pro

Edna Beatrice Ongley
vs.
Robert Glenn Ongley
Issued Feb. 18, 1926

Tax & writ (Atty pd)	3.00
Shff. Jones	
D. P. Roberts, Const. (pd)	1.40
Master (paid to Master)	25.00
P. V. Greeley	7.85
Atty	3.00

Subpoena in Divorce and for awarding the care, custody, control and bringing up of Lois, Jenson, Ralph and Iola, the minor children of the parties.

And now, Feby 18, 1926, subpoena awarded, Returnable the first Monday of April, 1926. (Signed) Thos. J. Brather, P. J.

Subpoena returned: Personally served the within subpoena upon Robert Glenn Ongley, the respondent therein named on Feb. 20, 1926 by delivering to and leaving with the said Robert Glenn Ongley personally a true and attested copy thereof, and at the same time making known to him the contents of the within subpoena.

So answers D. P. Roberts, Constable.
(See affidavit on subpoena)

And now, April 5, 1926, Donald L. Thompson, Esq., is appointed Master in this case. By Hon. Thos. J. Brather, P. J.
(See papers filed) Com. issued.

May 8, 1926. Testimony and report of Master filed.
On Argt. List for May Term, 1926, No. 29.

July 6, 1926. After due consideration, a divorce is decreed as prayed, and at cost of respondent. And the custody of the children—Lois, Jenson, Ralph and Iola Ongley, is awarded to Libellant. 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 by the Court ordered, adjudged and decreed.

That the said Edna Beatrice Ongley be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Edna Beatrice Ongley the libellant and the said Robert Glenn Ongley 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 of the parties, to wit: Lois Ongley, Jurson Ongley, Ralph Ongley and Iola Ongley, be and the same is hereby awarded to the libellant, said Edna Beatrice Ongley.

(See paper filed) Per Curiam.

MAY TERM, 1926

O. Clare Kent

12

June 10, 1926 Recd. from Pro. Greeley $2.00 Costs in this case.
O. Clare Kent, Atty.

June 10 1926 Recd of O. Clare Kent atty Six and 40/100 Dollars Shff & Prothys Costs
V. C. Greeley Pro

June 10th 1926 Recd of Pro Greeley three and 40/100 Dollars Sheriff costs
Chas H Jones
by H
Sheriff

O. Clare Kent, Executor of the estate of George W. Winters, deceased,

vs.

Mrs. O. A. Hubbard and Wm. Mallery.
Issued Feb. 18, 1926

	#
Pro. Greeley (Atty fee)	2.00
Shff. Jones,	3.40
Pro "	1.00

Of No. 211 February Term, 1924
Scire Facias to revive and continue the lien in the above stated case, Returnable to the first Monday of March next.
June 10, 1926, Writ returned Served personally on Mrs. O. A. Hubbard; Nihil habet as to Wm. Mallery
So answers Chas. H. Jones, Sheriff.

June 10, 1926 This case is Hereby discontinued.
O. Clare Kent
Plffs. Atty.

MAY TERM, 1926

Otto Kohler
J. Berry Eckels

13

Jacob D. Rosenberg and Elijas Rosenberg, co-partners under the firm name of American Watch Import Company
vs
Edward De Pascale
Issued Feb. 18, 1926

Tax & writ (Atty pd) # 2.00
Shff. Forces - paid 3.00
Geo. Greeley, use of Atty 2.50
Atty 3.00

Summons in Assumpsit, Returnable to first Monday of March next.
Feb. 19, 1926. Statement of claim filed.
Writ returned: Served the within summons together with plaintiff's statement of claim on the within named Edward De Pasquale on Feb. 20, 1926, by handing to him a true and attested copy of each, and making known to him the contents thereof. So answers
Chas. A. Jones, Sheriff
And now, April 1, 1926, Upon praecipe of plaintiffs attorney, judgment is entered in favor of plaintiff and against defendant for want of an appearance and affidavit of defense, and liquidated at the sum of Five hundred eighteen dollars and fifty-three cents. (See paper filed)
Debt $ 518.53
Int. from April 1, 1926
Judgment
V.E. Greeley, Pro.

De p. 171

MAY TERM, 1926

Otto Kohler & Berry Eckels 14	✓ Kimberly Diamond Cutting Company, a corporation, vs. ✓ Edward De Pascale Issued Feb. 18, 1926 Tax & writ (Atty pd) # 2.00 Shfg. Jones 2.60	Summons in Assumpsit, Returnable to first Monday of March next. Writ returned: Served the within summons on the within named Edward De Pascale on Feb. 20, 1926, by handing to him a true and attested copy of the writ and making known to him the contents thereof. So answers Chas. H. Jones, Sheriff.

MAY TERM, 1926

W. J. Sinderman 15	Clifford Jennings vs. John G. Lapham Issued Feb. 19, 1926 Tax & writ (Atty/pd) $2.00 Shff. Jones	Capias ad respondendum in Returnable to next term. Feb. 19, 1926. Affidavit to hold to bail filed. And now, February 19, 1926, bail ~~required~~ herein is fixed at the sum of One Thousand Dollars. Per Curiam.

MAY TERM, 1926

S. R. Miller
16

E. L. Smith & Company
vs.
O. L. Lord
Entered Feb. 19, 1926

Pro. Greeley (Plff's fd) # 2.25
Atty 3.00

Of No. 252 February 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 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 ninety, and 47/100 Dollars, being the amount of debt, interest to Feby 21, 1926, and costs now due on the original judgment.

Debt # 390.47
Int from Feb. 21, 1926

L. page 90

Judgment
V. L. Greeley, Prothy.

Fi. Fa. to No. 53 May Tr. 1826

MAY TERM, 1926

John L. Spencer
17

Feby 7 1927 Rec'd 7 P&H by atty Thirteen and 10/100 Dollars Shff and Proths costs
V. L. Greeley Pro

Feb 7 1927
Rec'd of Pro Greeley Four 25/100 & 1.25/100 in my costs
Chas H Jones Sheriff

Bertha M. Grinnell
vs.
Hudson Grinnell
Issued Feb. 22, 1926.

	#
Jay Twist (paid)	3.00
Shff. Jones	1.85
Shff. Jones-alias	2.40
J.E. Henretta, Master 12-7-26 pd	25.00
Pro. Greeley	8.85
Atty.	3.00
Shff of Warren Co.-pd-10.00	

Subpoena in Divorce.

And now, February 22, 1926, subpoena awarded. Returnable to first Monday of April next. Sgd. Thos. J. Prather, P.J.

Writ returned: And now, April 5, 1926, the within named respondent Hudson Grinnell, is not found in my bailiwick.

So answers Chas. H. Jones, Sheriff.

April 30, 1926. Alias subpoena in divorce issued, returnable to first Monday of June next.

Alias Subpoena returned: May 14, 1926, Served the within subpoena in divorce on the within named Hudson Grinnell, at Wrightsville, Warren County, Penna, personally by handing to him a true and attested copy of said subpoena and reading and making known to him the contents of the same.

So answers, Geo. W. Grosch, Sheriff of Warren County, Pa.

(Affr. annexed)

June 15, 1926, J. E. Henretta, Esq., is appointed Master to take testimony. Per Curiam. (See paper filed) Com. issued

Oct 7 1926 Testimony and Report of Master filed.

On Argument List for Feb. Term, 1927, No. 10.

April 25, 1927, After due consideration a divorce is decreed as prayed, and at cost of respondent. 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 she said Bertha M. Grinnell be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Bertha M. Grinnell the libellant, and he said Hudson Grinnell the respondent.

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

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

(See papers filed) Per Curiam.

17½

Petition of the City of Titusville for appointment of Viewers to assess damages and benefits for land taken in widening and changing of the south line of Bank Street in the Fourth Ward of the City of Titusville, Pa. Entered Feb. 22, 1926. # Pro. Greeley 5.00

And now, to wit, February 1, 1926 upon hearing the within petition J. E. Bossard, D. D. Stranahan and Blaire Frantz are hereby appointed Viewers in this case, and are directed to meet upon the line of the within mentioned improvement and view the same and the premises hereby affected, on Thursday, Feb 25th 1926 at 10 A.M. and perform all duties in respect thereto, according to law, Notice to be given by personal service upon all parties interested in said viewers their agents, attorneys or legal representatives, and by handbills to be posted upon the premises.

(See petition filed) Per Curiam.

Feb. 23, 1926 Petition to postpone date for meeting of Viewers filed.

And now, Feb. 23, 1926, upon hearing the above petition, the original order appointing J. E. Bossard D. D. Stranahan and Blaire Frantz viewers, is hereby re-affirmed, and they are directed to meet upon the line of the within mentioned improvement, and view the same and the premises hereby affected, on Tuesday, March 16, 1926 at 10 A. M., and perform all other duties in respect thereto, according to law. Notice to be given personally and by handbills, in accordance with our prior order.

(See petition attached to original) Per Curiam.

Feb. 23, 1926 Order issued to Viewers as modified.

March 29, 1926. This order filed:

"Now, March 13, 1926, it appearing that Blaire Frantz, one of the "viewers appointed in this case, is absent from the State, his "appointment is revoked, and W. A. Doane is appointed to act "in lieu thereof." "Per Curiam" (See paper attached to original pet.

April 5, 1926 Report of Viewers filed in open Court awarding damages as follows: "In view of the facts as above set forth, we the viewers in this proceeding, find damages due the landowners affected by changing the south line of the said Bank Street, in the Fourth Ward of the City of Titusville, Pa., to be as follows:

Margaret L. Sirdevan	# 5.00
Mary A. Sirdevan	75.00
George L. Brickner	50.00
Joseph F. & Katherine A. Macharzewski	50.00
Clara V. Harrington	100.00
Mrs. Nellie Harrington	150.00

(See Report filed) Total amount of damages, # 430.00"

All of which is respectfully submitted,

(Signed) J. E. Bossard
D. D. Stranahan
W. A. Doane

Record continued on page 597.

MAY TERM, 1926

18

Joseph Weidner
vs.
S. J. Cook
Entered Feb 23, 1926

Pro. Greeley ($1.50 paid 3-2-26) 2.25
Original Costs 1.50

Of No. 258 February 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 defendant by the Sheriff of said county, and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Five Hundred Dollars, with interest from June 11, 1925, and costs, being the amount now due on the original judgment.

Debt $ 500.00
Int. from June 11, 1925.

6 page 783.

Judgment
W. L. Greeley, Prothy.

June 8 1928 The above judgment satisfied of record. (See paper filed.)

Charles B. Stegner
19

In re Incorporation
of
East Troy Cemetery
Association.
Entered Feb. 25, 1926.
#
Pro. Greeley 5.00

February 25, 1926 Certificate for Incorporation filed.
April 5, 1926 Proofs of publication of notice of application filed.

Decree.

And now, this fifth day of April A.D. 1926, the Certificate of Incorporation of the East Troy Cemetery Association, a corporation of the first class, having been presented for approval to me, a Law Judge of the said County, accompanied by the proof of publication of the notice of such application as required by Law.

I do hereby certify that I have perused and examined the said instrument and that I find the same to be in the proper form and within the purposes named in the first class of corporations specified in the second section of the Act of the General Assembly of the Commonwealth of Pennsylvania, entitled, "An Act to provide for the incorporation and regulation of certain corporations" approved the 29th day of April, A.D. 1874, and the supplements thereto; and that the purposes of the proposed corporation appear to be lawful and not injurious to the community, it is therefore ordered and decreed that the charter of the East Troy Cemetery Association be and the same is hereby approved, and upon the recording of the said charter and this order, the subscribers hereto and their associates and successors shall be a corporation for the purposes, and upon the terms and under the name therein stated.

Witness my hand and the seal of the said Court

Per Curiam.

(Seal) Thos. J. Prather
President Judge

Attest:
V. L. Greeley, Prothonotary.

MAY TERM, 1926

Donald L. Thompson 20	City of Titusville vs George Dunham, owner or reputed owner. Issued Feb. 25, 1926	Of No. 1 May Term, 1921, C.D. Doe. Sci. Fa. sur Municipal Lien filed Feb. 26, 1921, and entered in City Lien Docket 8 page 166; Returnable within three months next ensuing. Feb. 25, 1926. Affidavit of acting City Solicitor filed. Writ retd: Served the within writ on March 10, 1926, by handing a true and attested copy to within named George Dunham and making known to him the contents thereof. So answers, Chas A. Jones, Sheriff.

	#
Jay & writ	3.00
Shff. Jones	8.40
Bkff. on Lien	1.25
Pro. Greeley	2.50
Atty	3.00

And now, to wit, February 23, 1931. On motion of Charles B. Stegner, Esq., City Solicitor, judgment is entered in favor of the plaintiff and against the defendant, for want of an affidavit of defense, and liquidated at the sum of One thousand four hundred Eighty-three and 25/100 Dollars, with costs of suit. (See paper filed)

Debt 1483.25

Int. from Feb. 23, 1931

D. page 70. Judgment.

V.L. Greeley, Pro.

Donald L. Thompson 21	City of Titusville vs. Ladd Moody, owner or reputed owner. Issued Feb. 25, 1926	Of No. 2 May Term, 1921, L.L.Doc. Scire Facias sur Municipal Lien filed Feb. 26, 1921, and entered in City Lien Docket 8, page 167; Returnable within three months next ensuing. Feb. 25, 1926. Affidavit of ~~City~~ Solicitor filed. Writ returned: And now, to wit, March 18, 1926, Ladd Moody is not found in my bailiwick. I have found in possession of said premises claiming the same as real owners and terre tenants, by reason of purchas from the said Ladd Moody, one Charles P. Brant and Anna May Brant his wife, who have accepted service of the writ of Scire Facias. No answers Chas. W. Jones, Shff. April 10, 1926. Appearance, acceptance of service and confession of judgment by Charles P. Brant and Anna May Brant, filed. Same day, Judgment is entered in favor of plaintiff and against said defendants, for the sum of One hundred and twenty-five Dollars, with interest from March 16, 1926, and together with costs of this action, and with release of all errors. (See paper filed) Debt $125.47 Int. from March 16, 1926 L. 178 Br. p. 193 Judgment V. L. Greeley, Pro. July 3, 1930. The lien on which above Sci. Fa. was issued, is satisfied. (See paper filed at No. 2 May Term, 1921, L.L.Doc.)
	Jax & writ 3.00 Reg. on Lien 1.25 Pro. Greeley 1.25 Atty 3.00 Shff. Jones 8.40	

MAY TERM, 1926

Charles B Stegner (See Al. Sci Fa) vs. Donald C. Thompson 22	City of Titusville vs. Unknown, Owner or reputed owner. Issued Feb. 25, 1926 Jax twist $3.00 Shff. Jones. Shff. Connell-all (Pay Feb) 1.40	Sci Fa No. 4 May Term, 1921, Bd. Doc. Scire Facias sur Municipal Lien filed Feb. 26, 1921, and entered in City Lien Docket No. 8, page 169, Returnable within three months next ensuing. Feb. 25, 1926. Affidavit of acting City Solicitor filed. Feb. 23, 1931. Alias Sci Fa issued, returnable within three months from date of issue. Alias Sci. Fa. returned: Now, Aug. 20, 1931, writ returned: No service made. So answers J. A. Connell, Sheriff.

MAY TERM, 1926

Donald L. Thompson 23 Bordwell & Eldred	City of Titusville vs. Anna Watson Syms Estate, owner or reputed owner Issued Feb. 25, 1926 Tax & writ $3.00 Shff. Jones 8.40 Bill on Lien 1.25 Pro. Greeley 1.25 Atty 3.00	O.C. No. 5 May Term, 1921, D.L. Doc. Scire Facias sur Municipal Lien filed Feb. 26, 1921, and entered in City Lien Doc. No. 8, page 170; Returnable within three months next ensuing. Feb. 25, 1926 Affidavit of acting City Solicitor filed. Writ returned: And now, to wit, March 24, 1926, no representative of the Anna Watson Syms estate is found in my bailiwick nor any terre tenant in possession. On March 16, 1926 Bordwell and Eldred, Attorneys at Law, of Warren, Pa., appear for said estate and confess judgment for the balance due upon this municipal claim, as will more fully appear by the appearance, acceptance of service and acceptance of service and confession of judgment hereto attached. So answers Chas. N. Jones, Shff April 1st, 1926, Appearance, acceptance of service and confession of judgment by dept., Anna Watson Syms estate, per Atty, filed. Same day, judgment is entered in favor of plaintiff and against defendant, for the sum of Twelve hundred and seven and 88/100 Dollars, with interest from Dec. 1, 1925 with costs of this action; with release of all errors. (See paper filed) Debt #1207.88 Int. from Dec. 1, 1925 Judgment V.L. Greeley, Prothy Sy p. 212. Dec. 14, 1929 This lien satisfied. (See paper filed)

MAY TERM, 1926

Donald L. Thompson 24 Bordwell & Eldred	City of Titusville vs. Anna Watson Syms Estate Owner or reputed owner Issued Feb. 25, 1926.		Of No. 8 May Term, 1921, C.L. Doc. Scire Facias sur Municipal Lien filed Feb. 26, 1921, and entered in City Lien Doc. No. 8, page 173: Returnable within three months next ensuing. Feb. 25, 1926. Affidavit of acting City Solicitor filed.
		#	
	Tax & writ	3.00	
	Shff. Jones	8.40	
	P. Shff. on Lien	1.25	
	Pro. Greeley	1.25	
	Atty	3.00	

Writ returned: And now, to wit, March 24, 1926, no representative of the Anna Watson Syms estate is found in my bailiwick, nor any terre tenant in possession. On March 16, 1926, Bordwell & Eldred, Attys at Law, of Warren Penna, appear for said estate, and confess judgment for the balance due upon this municipal claim, as will more fully appear by the appearance, acceptance of service, and confession of judgment hereto attached.

So answers Chas. A. Jones, Shff.

April 14, 1926. Appearance, acceptance of service and confession of judgment by defendant, Anna Watson Syms estate by Bordwell and Eldred, attys, filed; and same day, judgment is entered in favor of plaintiff and against defendant for the sum of Fifteen hundred twenty-five and 44/100 Dollars, with interest from Dec. 1, 1925, and with costs of this action; with release of all errors. (See paper filed)

Debt $1525.44

Int. from Dec. 1, 1925.

Sy. Jr. 212. Judgment.

V. L. Greeley, Prothy.

Dec. 14, 1929 This lien satisfied (See paper filed as No. 3 May 1926 Aff. Rec.

MAY TERM, 1926

Donald C. Thompson 25	City of Titusville vs. Jessie Barker, owner or reputed owner. Issued Feb. 25, 1926. Tax Writ $3.00	Of No. 9 May Term, 1921, C.L. Doc Five Folios sur Municipal Lien filed Feb. 26, 1921, and entered in City Lien Doc. 8, page 174; Returnable within three months from date of issue. Feb. 25, 1926, Affidavit of acting City Solicitor filed. Sat

MAY TERM, 1926

Donald L. Thompson
26

City of Titusville
vs.
Mary Ovitt, owner
or reputed owner
Issued Feb. 25, 1926.

	#
Tax & writ	3.00
Dep. on Lien	1.25
Pro. Greeley	1.25
Atty	3.00

Of No. 11 May Term, 1926, L.Doc.
Scire Facias sur Municipal Lien filed Feb. 26, 1926, and entered in City Lien Docket 8, page 176; Returnable within three months next ensuing.

Feb. 25, 1926. Affidavit of acting City Solicitor filed

March 4, 1926, Acceptance of Service of writ of Scire Facias, and appearance, and confession of judgment by defendant, filed; to wit:-

"And now, March 2, 1926, the above named defendant in person hereby accepts service of the said writ of Scire Facias issued in this cause, with the same effect as if duly served therewith by the Sheriff of the said county; and the said defendant hereby appears in said Court in said cause, and agrees that judgment be entered by the Prothonotary of said Court in favor of said plaintiff and against said defendant, on the said Scire Facias and the municipal claim therein described for the sum of Eighty-one and 33/100 Dollars, (being the matter of the claim in said matter remaining unpaid with interest accrued thereon) together with interest on said judgment from the second day of March, 1926, and together with costs of this action, and with release of all errors in all matters and proceedings; and said judgment is hereby confessed and directed to be entered by said defendant."

(Signed) Mrs. Mary Ovitt. (Seal)

Debt # 81.33
Int. from March 2, 1926.
Judgment.
V.L. Greeley, Prothy.

Op. 48.

Feb. 23, 1931, Suggestion of non-payment, to continue lien, filed

March 5, 1936 The lien on which above Sci. Fa. was issued (No. 11 May Term, 1931, C.L.D.) is satisfied of record.

MAY TERM, 1926

Donald & Thompson 27	City of Titusville vs. Charles Horn Silk Company, owner or reputed owner. Issued Feb. 25, 1926 Tax writ 3.00 Stff. Jones 8.40	Of No. 12 May Term, 1921 L & D Scire Facias for Municipal Lien filed Feb. 26, 1921, and entered in City Lien Docket 8, page 177; Returnable within three months next ensuing Feb. 25, 1926, Affidavit of acting City Solicitor filed Writ returned: Served the within writ on March 18, 1926, by handing a true and attested copy to member of said company, and making known to him the contents thereof. So answers Chas. N. Jones, Sheriff. May 1, 1926 Satisfied of record See paper filed at No 12 May Ter 1921

MAY TERM, 1926

O. Solare Kent 28	J. Ed McDermott, Assignee of A.J. Rushmore, etc., vs Mattie Flagg Entered Feb. 26, 1926. Pro. Greeley (Dft. paid) $ 2.25 Atty (Dft. paid) 3.00	Of No. 59 February Term, 1921. Amicable Sci Fa. Sur Judgment. It is agreed That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said county, and duly so returned; and that a judgment be entered thereon in favor of the plaintiff, and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Six hundred twenty-eight and 74/100 Dollars, being the amount of debt, interest and costs now due on the original judgment. Dated Feby 26, 1926 Debt # 628.74 Int. from Feby 26, 1926 Judgment W.L. Greeley, Prothy. F. Page 132.

Oct. 22, 1931, Amicable Sci. Fa. to No. 60 Nov. Term, 1931

X

Roy S. Peters

29

Sylvester De Smidt Administrator of the estate of Menno Wybenga, late of Racine, Racine County, Wisconsin, deceased,

vs.

R. W. Linn

Entered March 1, 1926

Pro. Greeley (Dept. paid) 2.25
Atty 3.00
Original Costs "paid" 1.50

Of No. 317 February 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 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 Seventeen hundred fifty-two Dollars being the amount of debt, interest and costs now due on the original judgment.

Debt $1752.00

Int. from Feb. 24, 1926

L. page 139.

Judgment

W. Greeley, Prothy.

May 20, 1926, The above judgment assigned by Sylvester J. De Smith, Admr. &c. of Menno Wybenga deed, to H. L. Gulick, ~~deceased~~, (See paper filed May 22, 1926)

May 28, 1926, The above judgment assigned by H. L. Gulick to Roy S. Peters, of Saegertown, Pa. (See paper filed)

Am Sci Fa No 128 Feby Term 1931

December 29, 1942 For Satisfaction of this judgment see Am. Sci. Fa. No. 124 Feb. Term 1941

MAY TERM, 1926

J. E. Bossard
30

Petition of Eva Ochs
for
appointment of a Guardian for Louis Ochs, of West Mead Township
Entered Mar. 1, 1926.

Pro. Greeley	$ 5.00
Pro. Greeley Since	8.00
Adv. acct.	3.00

March 1, 1926. Petition presented in open Court and filed. O'page 20.

And now, March 1, 1926, upon presentation of the foregoing petition and due consideration thereof, - Monday April 5, 1926, at ten o'clock A. M. is the time fixed on for the hearing on the foregoing petition; and it is ordered that ten days written notice thereof be given to the said Louis Ochs, and also to the other members of his family residing within the jurisdiction of this Court.

By the Court.

April 5, 1926. Proofs of service of notice of time and place of hearing upon respondent and members of his family within the jurisdiction of this Court filed.

And now, to wit, April 5, 1926, upon a full and complete hearing in open Court, the Court being satisfied that the said Louis Ochs is not able, owing to insanity, or weakness of mind, to take care of his property, it is hereby ordered and decreed that Andrew Behr be and is hereby appointed guardian of the property and estate of the said Louis Ochs and give bond in the sum of $500.00. Per Curiam (See Petition)

May 3, 1926. For decree of specific performance of contract, see No. 102 May Term, 1926.

May 3, 1926 Bond of Andrew Behr, Guardian of Louis Ochs, with United States Fidelity & Guaranty Company as surety, in the sum of $500.00, approved by the Court and filed.

Our petition of Guardian: And now, May 21, 1926, upon presentation of the foregoing petition and upon due consideration thereof, and upon motion of J. E. Bossard, Esq., attorney for petitioner, it is hereby ordered and decreed that Andrew Behr, Guardian of the estate of Louis Ochs, is authorized and empowered to pay out of the estate of Louis Ochs, to be paid as the money in the said estate is now and may in the future become available, the Court costs and attorney fees incident to all the legal proceedings necessary in this estate, the balance due the Commissioners of Crawford County for the maintenance of Louis Ochs in the State Hospital for the Insane at Warren, Pa., and the other just and lawful debts and accounts for living expenses heretofore incurred for the support and maintenance of said Louis Ochs and Eva Ochs, his wife; and further, the said Andrew Behr as Guardian of the said estate is hereby authorized and empowered to pay to Eva Ochs, wife of Louis Ochs, an allowance of Thirty Dollars ($30.00) per month beginning June 1, 1926, to be used by her for the support of herself and Louis Ochs, and the proper maintenance of their home, and this order to continue until further order of Court. Per Curiam.
(See petition filed)

Jan. 12, 1927 Recd from Andrew Behr, Guardian of Louis Ochs, $16.00, being the costs in this proceeding.
V. L. Greeley,
Pro'thy.

April 1, 1927 Final account of Guardian filed showing no balance due Estate and notice issued to Tribune Republican that the account will be confirmed finally on the First Monday of May next Unless exceptions are filed in the meantime. (See account filed)

April 15 1927 Proof of Publication filed.

Final Account recorded in Account Doc No. 4, page 321.

Continued on page 179.

MAY TERM, 1926

31

✓ Benton Gilmore
vs.
✓ Frank Smock and
✓ John Smock
Entered Mar. 2, 1926

Pro. Greeley (paid by #) 2.25
Original Costs 1.66

Of No. 287 February 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 Eight hundred Dollars, with interest from Feb. 2, 1925, being the amount of debt, interest and costs now due on the original judgment.

	#
Debt	800.00
Int. from Feb. 2, 1925	
Judgment	

Sm. pp. 125+192
V.L. Greeley, Pro.

Mar. 2, 1931. Amicable Sci. Fa. to No. 24 May Tr. 1931.

MAY TERM, 1926

2 Leland J. Stuart A. Culbertson 32 6 W. Benedict Oct. 26, 1926 Recd of Pltffs Atty $5.00, being tax & writ $2.00 & Pro G. $3.00 V.L. Greeley, Pro.	J B McLenahan and Thomas G. McLenahan vs. A. J. Thompson and Orphie T. Bodamer, trading as the Queen City Garage. Issued, March 3, 1926 $ Tax & writ 2.00 Shff. Jones, (rcd to Shff) 9.30 Pro. Greeley 3.00 Atty 3.00	Summons in Trespass, Returnable to first Monday of April next. Mar. 3, 1926. Statement of claim filed. March 23, 1926, 6 W. Benedict, Esq. appears for defendant. (See praecipe filed) March 25, 1926, Affidavit of defense filed. On Trial List for 1st Monday of Oct. 1926. to 12 Writ returned: Served March 25, 1926, by handing a true and attested copy to an adult member of the family. So answers Chas. H. Jones, Sheriff.

Nov. Oct. 26th, 1926, this case settled & discontinued by Record

Solicitor for Pltff. Atty for Pltff.

MAY TERM, 1926

S.Y. Rossiter, J.P. Dunn 33	Singer Sewing Machine Company vs Harold Byham Issued March 4, 1926 Tax & writ (paid) 3.00 Shff. Jones (pd to Shff) 3.60	Replevin for Singer Sewing Machine #9 012 644, Returnable to next term. March 4, 1926, Affidavit of value of property $90.00 - filed March 4, 1926, Plffs. bond with Fred A. Palmquist as surety, in the sum of $180.00, approved and filed. Writ returned: Served the within writ on the within named Harold Byham by handing a true and attested copy of the writ to an adult member of his family, namely Florence M. his wife and making known to her the contents thereof on March 4, 1926. The defendant failing to file counter bond with the Sheriff within 72 hours from date of service of the writ, the within described property was delivered to the plaintiff. So answers Chas A. Jones, Shff.

MAY TERM, 1926

Leland J. Culbertson &
Stuart A. Culbertson
3/4

vs.

Hugh B. Pardee, assignee of John Moore, etc

vs.

Rolla H. Pardee and Gracia M. Pardee, his wife.

Issued March 4, 1926

	#
Tax & writ (paid)	2.75
Rec. Hood	.50
Shff. Jones	4.80
Atty	3.00
Pro. Greeley	2.50
Sat	.25

Aug 10 1926 Recd of Pltff Thirteen and 80/100 Dollars as costs
V. L. Greeley Pro

Recd from Pro. V. L. Greeley. $4.80 my costs of within Sci Fa. Sur. mortgage
Aug. 10" 1926.
Chas H. Jones, sheriff

Aug 10 1926 Recd of Pro Greeley fifty Cents my costs (.50¢)
Jeannette K. Hood
Per. S. M. Wilcox

Aug 10, 1926 recd of Pro Greeley $15.75 Docket fee and tax and sent fee.
Stuart A. Culbertson
atty for Pltff.

Scire Facias sur Mortgage recorded in Mortgage Book Vol. 124, page 220; Returnable to first Monday of April next.

March 4, 1926, Affidavit as to ownership of property filed.

Writ returned: Served the within writ on March 8, 1926, on Gracia Pardee by handing to her a true and attested copy of same, and making known to her the contents thereof; and at the same time served the within writ on defendant Rolla Pardee, by handing a true and attested copy thereof to an adult member of his family, to wit, his wife, Gracia M. Pardee, at his dwelling house. So answers
Chas. H. Jones, Shff.

And now, April 10, 1926, On motion of plaintiffs attorneys, judgment is entered against defendants, Rolla H. Pardee and Gracia M. Pardee, his wife, for want of an appearance and an affidavit of defense, and said judgment is liquidated at the sum of Twelve hundred and twelve and 99/100 Dollars. (See paper filed)

Debt	$1212.99
Attys com. included	57.42.
Int. from April 10, 1926.	

P. fp. 163 & 190. Judgment.
V. L. Greeley, Prothy.

Aug 10 1926 Rec'd satisfaction in full debt interest and costs on above judgment

Hugh B. Pardee, Assignee of John Moore etc

J. Leroy Eckels
35

W. L. Klingelhofer
vs.
John R. Kehn Company, a corporation, and Allegheny College.
Issued March 5, 1926

Tax & writ (pd by Atty)	#	2.75
Shff. Jones, (pd to Shff.)		2.60
Pro. Greeley		3.75
Atty		3.00
L. C. & Wilson Cos		10.00
Pro. G. since		10.00

Foreign Attachment in Assumpsit
Returnable to next term. Bail to dissolve, #5000.00.

To attach goods and chattels, moneys, credits and interests of the defendant, in the hands, possession or control of Allegheny College, and summon it as garnishee.

Writ returned. Served the within Garnishee, Allegheny College, on March 20, 1926, by handing to the said College acting president, B. F. Rose, at the office of said College at Meadville, Pa., in the presence of two credible citizens of the neighborhood, namely, Prof. W. J. Elliot and M. S. Herrick, a true and attested copy of the within writ, and making the contents thereof known to him.

Nihil habet as to the defendant, John R. Kehn Company, a corporation. So answers Chas. H. Jones, Sheriff.

Feb. 2, 1927. Plaintiffs declaration filed.

And now, to wit, March 24, 1927, Upon praecipe of plaintiff's attorney, judgment is entered in favor of the plaintiff and against the defendant in the above entitled case, for want of an appearance. (See paper filed)

Same day, Plaintiff by attorney enters a rule on plaintiff to assess damages. (See paper filed)

April 1, 1927. Affidavit of plaintiff for Prothonotary to assess damages filed.

And now, to wit, April 1, 1927. In accordance with the rule entered on the Prothonotary to assess the damages in the above stated case, and upon the evidence produced before me, I assess the plaintiffs damages at the sum of Two thousand two hundred fifty-seven and 50/100 Dollars (See paper filed)

Debt #2257.50
Int. from April 1, 1927
Judgment

Corp. page 163.

V. L. Greeley, Prothy.

April 1, 1927. Interrogatories to Allegheny College, Garnishee, filed, and Plff. by Attorney enters a rule upon Garnishee to answer same within ten days after service.

Same day, Certified copy of Interrogatories and Rule issued.

April 9, 1927, Service of rule and interrogatories accepted by Garnished per Arthur L. Bates, Esq., Attorney d.b.e. for garnishee.

May 7, 1927. Motion and affidavit filed, to strike off judgment.

And now, to wit, May 7, 1927, on hearing and consideration of above motion and affidavit, rule to show cause granted why judgment by default heretofore entered in this case should not be stricken off. (Signed) Thos. J. Prather, P.J.
(See paper filed.)

Continued on page 450.

MAY TERM, 1926

Charles B. Stegner
36

Sept 18 1926 Recd of Jeff by atty Seven and 85/100 Dollars my costs
V. L. Greeley Pay

Luther C. Davenport
vs.
Edith B. Davenport
Issued March 5, 1926
#

Tax & writ (atty pd)	3.00	
John P. Berdine on Sub.		
C.W. Benedict, Master (and Exs. Fee)	25.00	
Pro. Greeley	7.85	
Atty	3.00	

Subpoena in Divorce
And now, March 5, 1926, subpoena awarded, Returnable first Monday of April next (Signed) Thos. J. Prather, P.J.
Subpoena returned: On March 11, 1926, served upon the respondent Edith B. Davenport, personally, a true and correct copy of the Subpoena in divorce herein cited, by handing to her a copy and making known to her the contents thereof.
So answers, John P. Berdine, Const.
(See affd. on subpoena) 5th Ward, Warren Borough, Pa
And now, May 10, 1926, C.W. Benedict, Esqr., is appointed Master in above case.
By Hon. Thos. J. Prather, P.J.
(See paper filed) Commission issued.
Sept. 15, 1926 Testimony and Masters report filed.
On Argument List for Sept. term, 1926, No. 19
Oct. 25, 1926, After due consideration a divorce is decreed as prayed. 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 thereon, duly taken and filed & record and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed
That the said Luther C. Davenport be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between him the said Luther C. Davenport, the libellant and the said Edith B. Davenport 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, 1926

Charles B. Stegner 37 6. W. Benedict	Gertrude Caroline Shaffer vs. Le Roy L. Shaffer Issued March 5, 1926 # Tax & writ (atty fee) 3.00 R. P. Roberts, Const. (paid) 7.00	Subpoena in Divorce from Bed and Board, with Alimony. And now, March 5, 1926 Subpoena awarded returnable to first Monday of April next. (Signed) Thos. J. Prather, P. J. March 31, 1926, C. W. Benedict, Esq., appears for respondent. (See paper filed) Subpoena returned: On March 12, 1926, served the within subpoena in divorce upon within named respondent, Le Roy L. Shaffer, personally, at his home in Venango County, Pa., by handing to him a true and correct copy and making known to him the contents thereof. (See affidavit on sub). April 5, 1926 Petition of libellant for alimony pendente lite, presented in open Court and filed. And now, April 5, 1926, the within petition having been read and considered, the Court grants a rule upon Le Roy L. Shaffer, the respondent, to show cause why he should not pay the sum of for the support of libellant during the pendency of said action, and for her costs and expenses in maintaining the same Returnable second Monday in May, 1926, at 10 A.M. (See paper filed) Per Curiam.

MAY TERM, 1926

Charles B. Stegner
38

Wilda B. Moriarty
vs
James J. Moriarty
Issued March 12, 1926

	#
Tax & writ (paid)	3.00
Shff. Jones	1.85
Shff. Jones-alias	1.85
Shff. Jones-proc.	6.75
Master paid	25.00
Pro Greeley	9.85
atty	3.00

Sept 18 1926 Rec'd of Jeff by atty Twenty and 00/100 dollars Shff & Poverty costs
V. L. Greeley P.P.D.

Sept 18 1926 Rec'd of Pro Greeley Ten and 45/100 Dollars my costs
Chas. H. Jones
Sheriff

Subpoena in Divorce and for care and custody of children Betty and Robert.

And now March 12, 1926, Subpoena awarded, Returnable to First Monday of May next.
(Signed) Thos. J. Grather, P. J.

Subpoena returned: May 3, 1926, the within named respondent can not be found in my bailiwick.
So answers Chas. H. Jones, Sheriff.

July 3, 1926 Alias subpoena in divorce issued, returnable to first Monday of August next.

Alias subpoena returned Aug. 2, 1926: The within named respondent is not found in my bailiwick. So ans. Chas. H. Jones, Sheriff.

Aug. 14, 1926 Order for proclamation issued, returnable to next term.

And now, Sept. 7, 1926, Made proclamation in 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, Chas. H. Jones, Sh'ff.

And now, Sept. 13, 1926 D. B. Thompson, Esq., is appointed Master in above case. Per Curiam. (See paper filed) Com. issued.

Sept 17, 1926 Testimony and Report of Master filed

On Argument List for Sept. term, 1926, No. 20

Now, Oct. 25, 1926, after due consideration, a divorce is decreed as prayed and at cost of respondent. The custody of the children, Betty and Robert is awarded to libellant. 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 Wilda B. Moriarty be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Wilda B. Moriarty the libellant and the said James J. Moriarty 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, Betty Moriarty and Robert Moriarty be & the same is hereby awarded to Wilda B. Moriarty, the libellant
(See paper filed)
Per Curiam

MAY TERM, 1926

Donald B. Thompson ✓	Selma Brickner now Selma Brickner Allen	Scire Facias sur Mortgage recorded in Mortgage Book Vol. 131, page 13; Returnable first Monday of April next.
39	vs	March 12, 1926. Declaration and affidavit of claim, etc. filed.
	✓ Charles W. Cheetham ✓ and Grace I. Cheetham, ✓ his wife, mortgagors, and F. J. Seeley, terre tenant.	Writ returned April 5, 1926: Served the within writ on F. J. Seeley, on March 19, 1926, by handing to him a true and attested copy of within writ and making known to him the contents thereof. Nihil habet as to Charles W. Cheetham and Grace I. Cheetham, his wife, defendants. So answers, Chas. H. Jones, Shff
	Issued March 12, 1926	
	Tax & writ (Atty pd) # 3.00	
	Rec. Rood .50	
	Shff. Jones 3.60	
	Shff. Jones-alias 2.00	
	Pro. Greeley 4.25	
	Atty 3.00	
		April 5, 1926. Alias Sci. Fa. against Charles W. Cheetham and Grace I. Cheetham defendants, returnable to next term.
		Alias writ returned May 10, 1926: Nihil habet as to the within named Charles W. Cheetham and Grace I. Cheetham, his wife. F. J. Seeley terre tenant, served on for former writ. So answers Chas. H. Jones, Sheriff.
		And now, to wit, June 9, 1926, On motion of plaintiffs atty, judgment is entered in favor of plaintiff and against defendants and terre tenant, for want of an appearance and for want of an affidavit of defence, and same liquidated at the sum of Twenty-two Hundred ninety-four Dollars with costs of suit (See paper filed)
		Debt # 2294.00
		Int. from June 9, 1926.
		G. Bk. 282-285, Se. P. 208 Judgment.
		V. L. Greeley, Pro.
		Lev. Fac. to No. 36 Sept. Term, 1926.

MAY TERM, 1926

John L. Spencer Ward Bonsall vs	R. W. Ashley vs French Valley Springs, Incorporated, a Pennsylvania corporation, The Frankfort Distillery, Incorporated, a Kentucky corporation and William A. Veeneman. Issued March 15, 1926. Jax & writ (Atty fd) # 2.00 Shff. Jones	Summons in Trespass; Returnable to first Monday of April next.

MAY TERM, 1926

John L. Spencer Ward Bonsall H1	✓ Philip Christ vs. ✓ French Valley Springs, Incorporated, a Pennsylvania corporation, The Frankfort Distillery Incorporated a Kentucky corporation, and William H. Veeneman. Issued March 15, 1926 Tax & writ (Atty's pd) # 2.00 Shff. Jones	Summons in Trespass; Returnable to first Monday of April next.

MAY TERM, 1926

John L. Spencer Ward Boisall 42	P. J. Conway vs. French Valley Springs, Incorporated, a Pennsylvania corporation, The Frankfort Distillery, Incorporated, a Kentucky corporation and William H. Veneman. Issued March 15, 1926. Jay Twit (Atty's fd) # 2.00 Shff. Jones	Summons in Trespass: Returnable to first Monday of April next.

MAY TERM, 1926

Arthur L. Bates ✓ 43	Vernon A. Drayer vs ✓ Lewis Ross and ✓ Rosa Ross, owners or reputed owner. Issued March 15, 1926. # Jax twirl (paid) 2.75 Shff. Jones, 3.70	Of No. 3 February Term, 1926 Mech'l. Doc Scire Facias sur Mechanics Lien, filed Dec. 12, 1925, and entered in Mechanics Lien Docket No. 6, page 135; Returnable to first Monday of April next. Writ returned: Served the within writ March 19, 1926, on Lewis Ross and Rosa Ross, by handing to each of them a true and attested copy of the within writ and making known to them the contents thereof. So answers Chas. H. Jones, Sheriff

April 7, 1926 Rec'd Three 70/100 Dollars Shff's costs of Pepf atty
V. L. Gruley, Prs

April 1, 1926 Rec'd of V. L. Gruley Prs Three and 70/100 Dollars my costs
Chas H Jones Sheriff
Rep L.H.F.

MAY TERM, 1926

J. Perry Eckels
44

John O. McClintock Jr. Clintock
April 3, 1926
V.L. Pro
Withdrawn April 26, 1926

Jessie M. Spencer
vs
Maude Norman
Issued March 17, 1926

	#
Tax & writ (paid)	2.00
Shff. Jones	4.40
Pro. Greeley	6.25
Jury fee	4.00
Atty	3.00
Sat fee 8-16-27. pd	.25

Oct. 4, 1926, Rec'd from Legs. Atty $4.00 jury fee. V.L. Greeley, P/th.

Summons in Assumpsit Returnable to first Monday of April next.

March 17, 1926 Plaintiffs statement of claim filed.

*April 19, 1926, Affidavit of defense filed.

And now, April 26, 1926 On motion in open court, leave granted to withdraw the appearance of John O. McClintock and Walter J. McClintock as attorneys for the deft. in this case. Per curiam.

On Trial List for 1st Monday of Oct. 1926, No. 2

And now, Oct. 4, 1926 Jury selected and sworn as follows: 1- H.H. Banfield, 2- Mrs. Eva Bardee, 3- Fred Byham, 4- John Hamilton, 5- H.B. Gutshall, 6- L.A. De Londres, 7- Fred Loesch, 8- John H. Ernst, 9- M.J. Hout, 10- Joseph M. Fox, 11- Donald Brock, 12- Paul Sling- twelve good and lawful ~~men~~ persons, who upon their solemn oaths which they have taken, say, same day, they find for the plaintiff for the sum of One thousand ninety three and 75/100 Dollars.

Debt # 1093.75
Int. from Oct. 4, 1926.
Judgment on the Verdict Oct 9, 1926
V.L. Greeley, Prothy.

N.P. 98
Fi. Fa. to No. 33 Nov. Term, 1926
Att. Ex. to No. 38 Nov. Term, 1926

*Writ returned: Served copy of summons and made known contents thereof, on defendant, Maud Norman, at her home in Lochranton, Pa., on Mar. 18, 1926. So answers Chas. H. Jones, Sheriff.

Dec 23, 1926, Received *634.63 on above judgment same being the amount paid by the garnishee on att. Ex to No 38 Nov. Term, 1926, after deducting costs on same.

J. Perry Eckels
atty for Pltff.

Aug 16, 1927 Received # 515.91 in full of debt, interest and costs on above judgment and do direct the Prothonotary to satisfy the same of record,

J. Perry Eckels
Attorney for Pltff

MAY TERM, 1926

45	✓ L. Venturella vs ✓ Dewey Faunce Entered March 17, 1926. Jay Kentry, ~~#1 225 pd 3/26/26~~ #1.50 Costs on Trans. (paid by Pft.) 5.40	Appeal by Deft from Judgment of Peter P. Farr, Alderman.

MAY TERM, 1926

Thomas & Thomas

46

Albert L. Thomas

April 8 1926 Recd of Deft nine dollars Costs in this case
V. L. Greeley Pro

Apr 8, 1926 Recd of V. L. Greeley Pro, #3.00 Docket Fee.
Thomas & Thomas. Atty for Pltfs.

Arthur Peters, minor by his father and next friend Morton A. Peters
vs.
Erie Railroad Company
Entered March 22, 1926

	#
Tax & Pro. S.	6.00
Atty	3.00

Summons in Trespass,
Returnable to next term.

And now, March 22, 1926, Albert L. Thomas, Esq, appears for defendant in the above case, waives the issuance of a summons by the Prothonotary, and accepts service of the writ with the same force and effect as though the summons had been duly and regularly issued, and service thereof duly made by the Sheriff of Crawford County upon the said defendant.

"And now, March 22, 1926, I hereby confess judgment in this Amicable Action in favor of the plaintiff and against the defendant, in the sum of Twenty-five Dollars ($25.00)

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

Debt $25.00
Int from March 22, 1926

Docket 46 p. 147.

Judgment
V. L. Greeley, Prothy

March 22, 1926. The above judgment satisfied. (See paper filed)

Thomas & Thomas ✓

Albert L. Thomas ✓ #47

April 8 1926 Rec'd of Deft Nine dollars costs in this case
V. L. Greeley Pro

April 8, 1926, Rec'd of V. L. Greeley, Pro, $3.00 Docket fee.
Thomas & Thomas
Atty for Def.

Donald Peters, minor, by his father and next friend Morton F. Peters,

vs

Erie Railroad Company
Entered March 22, 1926
#

Jay Bros.	6.00
Atty	3.00

Summons in Trespass
Returnable to nett term.

And now, March 22, 1926, Albert L. Thomas, Esq., appear for Deft. in the above case, waives the issuance of a summons by the Prothonotary and accepts service of the writ, with the same force and effect as though summons had been duly and regularly issued, and service thereof duly duly made by the Sheriff of Crawford County upon the said defendant. (See praecipe)

"And now, March 22, 1926, I hereby confess judgment in this amicable action in favor of the plaintiff and against the defendant, in the sum of Twenty-five Dollars ($25.00).

(Signed) Albert L. Thomas.

(See praecipe)

Debt $25.00
Int. from March 22, 1926.
Costs $3.00

Judgment.
V. L. Greeley, Prothy.

March 22, 1926. The above judgment satisfied. (See paper filed)

Leland J. & Stuart A. Culbertson
48

Wilson Walker
vs.
William N. McKelvey
and Nettie A. McKelvey
Entered March 22, 1926

	#
Pro. Greeley (pd by Plff.)	2.25
Atty	3.00
Original Costs:	
Tax & entry - pd -	1.50
Atty F.F.C.	3.00

No Tax
FFC

Of No. 325 February Term, 1921
Amicable Sci. Fa. sur Judgment.
It is agreed That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendants by the Sheriff of said county and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendants, with all the waivers and conditions contained in the original judgment note, for the sum of Ten hundred fifty Dollars, being the Amount of debt and Attys Commission now due on the original judgment.

	#
Debt	1.050.00

Int. from Mar. 29, 1926.
Judgment
V.L. Greeley, Pro.

Mc. p. 127-129.

April 3, 1928, The above judgment satisfied.
(See paper filed.)

MAY TERM, 1926

Arthur L. Bates

49

First National Bank of Bonneauk Lake, Pa.,
vs.
Elmer Bergstrom &
S. M. Bergstrom
Entered March 22, 1926.

Pro. Greeley (Dept. fd) # 2.25
Atty 3.00
Dmgl. Costs.
Tax Entry (Pd by Pl.) 1.50

No Lay
17C

Of No. 349 February 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 Nine hundred Dollars, being the amount of debt now due on the original judgment

Debt # 900.00
Int. from April 5, 1926

Judgment
Vs Greeley, Prothy

Bk pp 169-169

Am Sci Fa no 54 May Term 1931

MAY TERM, 1926

Leland J. Culbertson,
Stuart A. Culbertson
50
Victor Johnson 5-1-26 V.J.J.
Appearance withdrawn 8-2-26.

Ruth A. Morrow
vs
Lloyd J. Morrow
Issued March 22, 1926

	#
Tax & writ (paid)	3.00
Shff. Jones	2.85
John Schuler, Master-pd-	25.00
Pro. Greeley	15.00
Atty	3.00

Subpoena in Divorce and for custody of child Robert L. Morrow.

And now, March 22, 1926, Subpoena awarded Returnable to First Monday of May, 1926.

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

Subpoena returned: Served the within Subpoena in Divorce on the respondent personally on the 24th day of March, 1926, 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, Chas. H. Jones, Shff.

May 3, 1926. Petition of respondent for a bill of particulars, filed in open Court.

Now, May 3, 1926, upon consideration of the within, it is ordered that the libellant file and serve upon respondent or his attorney of record, a bill of particulars in the foregoing case fully and completely setting forth and specifying all acts and circumstances complained of and upon which libellant relies, together with the names of the persons with whom it is alleged respondent committed adultery, as well as the times and places when said offenses are alleged to have taken place. Per Curiam. (See paper filed)

May 10, 1926. Libellants bill of particulars filed.

And now, May 10, 1926, Upon petition of libellant presented in open Court, rule to show cause granted why alimony pendente lite and counsel fees should not be paid by respondent; returnable to May 24, 1926 at 10 A.M. Per Curiam. (See paper filed)

And now, May 13, 1926, Arthur L. Knapp, Esq. is appointed Master in this case. Per Curiam. (See paper filed) Com. issued.

On Argt. List for May Term, 1926, No. 12. Aug. 2, 1926 Rule discharged. Per Curiam (See paper filed.)

And now, Aug. 2, 1926, Upon petion of respondent and on motion in open Court, leave granted Victor Johnson, Esq. to withdraw his appearance for respondent in this case. (See paper filed)

Per Curiam.

And now, Sept. 7, 1926 John Schuler, Esq., is appointed Master in this case, vice A.L. Knapp, Esq., resigned on account of illness. Per Curiam. (See paper filed) Commission issued.

Sept. 15, 1926. Testimony and Masters report filed.

On Argument List for Sept. term, 1926, No. 21.

Now, Oct. 25, 1926, After due consideration, a divorce is decreed as prayed at cost of respondent, upon the charge of adultery with one Ida Horne Graine; And it is further decreed that the respondent Lloyd J. Morrow shall not marry the said Ida Horne Graine during the lifetime of Libellant. And further the custody of the child Robert, is awarded to libellant.

Per Curiam.

Sept 28 1926 Rec'd of Shff by atty Seventeen and 85/100 Dollars shff and Prothys costs
V. Ho. Greeley Pro

Sept. 28. 1926 Rec'd of Pro. Greeley $ 2.85 being my costs.
Chas H Jones. Shriff
Per L&J

Record continued on page 598

MAY TERM, 1926

Leland J. Culbertson
Stuart A. Culbertson

51

Leland J. Culbertson et
Stuart A. Culbertson,
use of Daniel W. Sullivan

vs

Daniel P. Roberts,
Administrator of the
estate of Mike Shulka,
deceased.

Issued March 22, 1926.

Tax & writ (Pd by Atty)	# 2.75
Rec. Hood	.50
Shff. Jones	8.40
Cra. Greeley	2.50
Atty	3.00

Scire Facias sur Mortgage recorded in Mortgage Book Vol. 131, page 187. Returnable to First Monday of April next.

March 22, 1926 Affidavit as to default, title to land, etc., filed.

Writ returned: Served the within writ on April 5, 1926, by handing to an adult member of the family, namely, wife to within named Daniel P. Roberts at his dwelling house, a true and attested copy, and making known to her the contents thereof. So answers

Chas. A. Jones, Shff

And now, April 20, 1926, upon praecipe of plaintiff's attorneys, judgment is entered against the defendant, for want of an appearance and affidavit of defense, and liquidated at the sum of Six hundred and seventy-one and 8/100 Dollars, with interest from April 10, 1926

(See paper filed)

Debt # 671.08
Int. from April 10, 1926
K. page 144. Judgment

V. L. Greeley, Prothy.

Lev. Fac. to No. 79 May Term, 1926.
Nov. 15, 1926. Above judgment satisfied (See Lev Fac)

MAY TERM, 1926

J. A. Boland

52.

Mrs. Zillah O'Brien,
use of J. J. Hurley,
Vs.
Thomas W. Miller
Entered March 23, 1926

Pro. Greeley (paid)	#	2.25
Atty		3.00
Original costs:		
Atty J&I 13		4.50

Of No. 315 February 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 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 Seven hundred and fifty Dollars, being the amount of debt now due on the original judgment.

Debt # 750.00
Int. from March 29, 1926.

M. ya 280.

Judgment
V. L. Greeley, Pro

Mar. 18, 1931, Am. Sci. Fa. to No. 47 May T. 1931.

3/31-1926. original costs $4.50 also 2.25 on mining part by defendant. J.A. Boland atty

Leland J. Culbertson &
Stuart A. Culbertson,
53

E. S. Vincent
vs.
James B. Moyer and
Anna Moyer, his
wife, mortgagors,
and L. Matilda Erik-
sen, Terre Tenant.
Issued March 25, 1926.

Tax & writ (Pltff. pd)	# 3.25
Rec. Hood	.50
Shff. Jones	6.40
Shff. Jones - alias	4.80
Bro. Greeley.	4.75
Atty	3.00

Scire Facias, sur Mortgage recorded in Mortgage Book Volume 121, p. 39, Returnable to First Monday of April next.

March 25, 1926. Affidavit as to title, amount due, etc., filed.

Writ returned:-

(a) And now, April 12, 1926, writ returned: Served the within writ on March 28, 1926, on an adult son of James B. Moyer, by handing to him a true and attested copy of within writ, and making known to him the contents thereof. Within named defendants, James B. Moyer and L. Matilda Erickson, terre tenant, can not be found in my bailiwick. (James B. Moyer deceased.) So answers

Chas. H. Jones, Sheriff.

(b) And now, April 14, 1926, served within writ on within named defendant, Anna Moyer, by handing to her a true and attested copy of within writ, and made known to her the contents thereof. So answers, Chas. H. Jones, Sheriff.

And now, May 10, 1926. On motion in open Court, leave granted Sheriff to amend his return in this case to the Scire Facias so that the same shall read as follows: "And now, April 5, 1926, this writ returned: Served this writ on the within named Anna Moyer, on March 28, 1926, by handing to J. Byron Moyer, her son and an adult member of her family, at his place of employment in the Borough of Lochranton, a true and attested copy of the within writ, and making known to him the contents thereof. Nihil habet as to James B. Moyer and L. Matilda Ericksen. So answers Chas. H. Jones, Shff" (See petition filed) Per Curiam.

May 10, 1926. Alias Sci. Fa. sur Mortgage issued, returnable to first Monday of June next.

Writ returned June 7, 1926. Served the within named Anna Moyer on May 14, 1926, at her residence R. D. Lochranton, Pa., by handing to her a true and attested copy of the within writ, and making known to her the contents thereof. Nihil habet as to James B. Moyer and L. Matilda Ericksen. So answers, Chas. H. Jones, Sheriff.

And now, June 16, 1926. On motion of Pltfs. attorney, judgment is granted in above case and liquidated at the sum of Eleven Hundred twenty-six & 21/100 Dollars. Per Curiam.
(See paper filed June 17, 1926)

Debt # 1126.21
Int. from June 16, 1926.

M. J. p. 266 & 237 E. & C. 60. Judgment.
Lev. Fac. to No. 450 Sep. Term, 1926. V. L. Greeley, Prothy.
Nov. 12, 1926 Above judgment satisfied (See Lev. Fac.)

MAY TERM, 1926

J. Berry Eckels
54
Thomas & Thomas

June 20 1927 Recd of Pelf by atty Twenty nine and 65/100 Dollars as costs
V. L. Greeley Pro

June 20 1927 Recd of Pro Greeley Three and 05/100 Dollars my costs
Wm Schrubb Constable

June 20-1927 received of Pro Greeley $2.60
Sheriffs costs
Chas F Jones Sheriff
Ch T Herrick

June 25, 27 received of L. Greeley, Pro, Eleven & 50/100 ($11.50) Dollars, being $3. docket fee + $8.50 Dft. costs.
Thomas & Thomas
attys for plf.

J. Wallace Wakem
vs
Loesch Brothers, a copartnership, consisting of Albert Loesch and L. Fred Loesch.
Issued March 26, 1926

Jay & Wirt (Atty pd)	#	2.00
Sheriff Jones Says Doyle		2.60
Pro. Greeley		12.50
Atty Says Thomas		3.00
Defts bill of Costs		8.50
Constable Schrubb		3.05

Summons in Assumpsit; Returnable to First Monday of April next.
March 26, 1926. Statement of claim filed, and 2 copies certified.
* March 30, 1926. Thomas & Thomas, Esqrs appear for defendants in the above case. (See paper filed)
And now, April 5, 1926, upon consideration of the foregoing motion and affidavit, a rule is hereby granted to show cause why the said plaintiff J. Wallace Wakem should not file security for costs in said case; returnable to first Monday of May next, at ten o'clock P.M.; all proceedings stayed pending disposition of said rule and filing of said security, if an order be so made. Per Curiam. (See paper filed)
On Argt. List for May Term, 1926. No. 5.
May 24, 1926. Rule absolute, security required in the sum of $200.00. Per Curiam. June 16, 1926. Plffs. bond for costs approved & filed.
June 23, 1926. Affidavit of defense filed.
And now, Sept. 7, 1926. Plff. by his atty enters a rule for a commission to be issued to Paul E. Collins, N.P., Room 1513, 111 W. Monroe St. Chicago, Ill., to take the testimony of witnesses to be read on the trial of this case. (See paper filed)
Same day, Interrogatories filed.
Same day, Cross-interrogatories filed.
Same day, Counsel waive notice and agree that commission may issue at once, whereupon commission issued.
On Trial List for 1st Monday of Oct. 1926, No. 7
On Trial List for 1st Monday of Jan. 1927, No. 3
And now, January 5, 1927. Jury Selected and Sworn, and trial begun.
January 6, 1927. After hearing the evidence, the plaintiff by leave of Court takes voluntary Non suit. Per Curiam.
W. page 293 Judgment
V. L. Greeley, Prothy.

* Writ returned: Served the within summons on the within named respondents, making known to them the contents thereof, and handing to them a true and attested copy thereof on March 27, 1926 So answers Chas. F. Jones, Sheriff.

MAY TERM, 1926

Charles B. Stegner
55
H. J. Dirderan
April 27 V. L. G. 1926

Feby 21 1927 Recd of Pltff by atty Seventeen and 50/100 Dollars Shff + Proctys costs
V. L. Greeley Prs

Feby. 21. 1927. Recd of V. L. Greeley Prs. $8.65 being my costs
Chas A Jones Shff
by H J

Gyon M. Proper
vs.
Anna G. Proper
Issued March 26, 1926

	#
Jay & Twist (paid)	3.00
Shff. Jones	8.65
Master (paid by Lib)	25.00
Prs Greeley	8.85
atty	3.00

Subpoena in Divorce and for custody of children, Meridith A. and Isabell Marie.

And now, March 25, 1926, subpoena awarded, returnable to next term.
(Signed) Thos J. Prather, P J.

Subpoena returned: Served the within subpoena in divorce on the respondent personally, on the 12th day of April, 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. A. Jones, Shff.

And now, May 10, 1926, upon presentation of petition of respondent in open Court rule granted on libellant to show cause why he should not be ordered to pay counsel fees and alimony, pendente lite. Returnable the fourth Monday of May, 1926, at 10 o'clock A.M. Proceedings stayed in the meantime. Per Curiam. (See paper filed)

June 7, 1926. Answer of libellant to rule for alimony and counsel fees filed

And now, Nov. 8, 1926, leave is granted respondent to withdraw rule for alimony and counsel fees, heretofore granted herein. (See paper filed) Per Curiam.

And now, Nov. 8, 1926, L. W. Benedict, Esq., is appointed Master on within writ. (Signed) Thos J. Prather, P J. (See paper filed) Com. issued.

Feb. 18, 1927. Testimony & report of Master filed, and same day, report approved by the Court.

Same day, Libellant by Attorney enters rule on respondent to show cause why a decree of divorce should not be granted; and service of said rule accepted by respondent's Attorney. (See paper filed)

On Argument List for Feb. Term, 1927, No. 11.

Now, April 25, 1927, After due consideration a divorce is decreed as prayed; and the custody of the children, Meredith A and Isabell Marie, is awarded to libellant. 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, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed. That the said Gyon M. Proper be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him, the said Gyon M. Proper the libellant and Anna G. Proper the respondent. And that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage, shall cease and determine; and the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married. Per Curiam
(See papers filed)

MAY TERM, 1926

J. E. Borsard	Carrie Hartman, otherwise known as Mrs. Carrie A. Hartman, vs. Anna Rhodes, otherwise known as Anna E. Rhodes Issued March 27, 1926	Of No. 37 May Term, 1921, Aff. Deb. and No. 332 February Term, 1921, D.S.B. Doc. Scire Facias to revive and continue the lien of the above judgments, &c. quare executionem non; Returnable to next Term.
56	Pro. Greeley (pd by Plff) 2.50 Shff. Jones 2.00 Pro. Greeley (#2.50 pd Plff.) Atty 3.00 Original Costs: Plff. 3.75	Aug. 6, 1926 Amicable Sci. Fa. and confession of judgment by defendant filed, being as follows:-

It is agreed, That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgments with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said county, and duly so returned; and that a judgment be entered thereon, in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment notes for the sum of Two hundred thirty-seven and 86/100 Dollars, being the amount of the debts of the original judgments, with interest from April 1, 1921, and costs. (See paper filed)

Debt $237.86

Interest from April 1, 1921.

R. page 138. Judgment

V. L. Greeley, Prothy

Am Sci Fa No 37 May Term 1933

J. D. Roberts

57

J. B. Lantz, Sr., now use of J. B. Vincent,

vs.

Walter R. Nuff, Deft., and E. L. Shannon, Iola Shannon and A. M. Shannon, terre tenants.

Entered Mar. 31, 1926

Bro. Greeley (pd by Dft) #2.50
No atty-fee to be taxed

Of No. 343 February 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 defendant and terre tenants 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 and terre tenants, with all the waivers and conditions contained in the original judgment note, for the sum of One thousand five hundred Dollars, being the amount of debt, interest to April 8, 1926, and costs now due on the original judgment. Dated March 31, 1926

Debt #1500.00
Int. from April 8, 1926
Judgment

Fa. fr. 109; Sh. pp. 205, 206, 207.

D. L. Greeley, Prothy

April 18 1927 Rec'd satisfaction in full dft interest and costs on above judgment

J. B. Vincent

MAY TERM, 1926

Blaine Kincaid -

Albert L. Thomas - 58

Arlene Haight, minor by her father and next friend, Lynn Haight

vs.

Erie Railroad Company

Issued April 3, 1926

Tax & writ	$ 2.00
Pro. S. add	4.00
Atty	3.00

April 19, 1926 Received from deft. $9.00, being the costs in this case.
V.L. Greeley, Prothy.
Same day, check mailed by Prothy to Blaine Kincaid, Esq. for $3.00, Atty fee.

Summons in Trespass
Returnable to next term.
April 3, 1926. Appearance for deft. waiver of issue, acceptance and confession of judgment filed.
Albert L. Thomas, Esq., appears for defendant, waives the issuance of the summons by the Prothonotary, and accepts service of the writ, with the same force and effect as though the summons had been duly and regularly issued and service thereof made by the Sheriff of Crawford County upon the said defendant; and confesses judgment in favor of the plaintiff and against the defendant in the sum of Ten Dollars (See praecipe filed) $

Debt $10.00
Int. from April 3, 1926
Costs $ 1.17.
Judgment
V.L. Greeley, Pro.

April 3, 1926. The above judgment satisfied. (See paper filed)

MAY TERM, 1926

Donald L. Thompson 59	City of Titusville vs. F. H. Amboyer, Owner or reputed owner Issued April 3, 1926 Tax & writ #2.75 Off on Lien 1.25 Bro. Greeley 1.25 Atty 3.00 Sheff. Jones 2.40	Of No. 13 May Term, 1921, D.D. Doc. Scire Facias sur Municipal Lien filed April 4, 1921, and entered in City Lien Docket No. 8, page 178 Returnable within three months next ensuing. Writ rcld. And now, April 6, 1926, F. H. Amboyer, the defendant named in the within writ, appears, accepts service, and confesses judgment for the balance due upon the within mentioned municipal lien. So answers Chas. A. Jones, Sheriff. April 7, 1926, Judgment is entered in favor of plaintiff and against defendant, for the sum of Two hundred forty-five and 55/100 Dollars, with interest from April 6, 1926, with costs of this action, with release of all errors. (See paper filed) Debt #245.55 Int. from April 6, 1926 A. p. 101. Judgment V. L. Greeley, Prothy July 29, 1930 The above judgment satisfied (See paper filed)

MAY TERM, 1926

Donald L. Thompson 60	City of Titusville vs Harry Bishop, owner or reputed owner Issued April 3, 1926	Of No. 15 May Term, 1921, L.L. Doc. Scire Facias sur Municipal Lien filed April 4, 1921, and entered in City Lien Docket No. 8, page 180; Returnable within three months next ensuing. Writ returned: And now, to wit, April 6, 1926, Harry Bishop, the defendant named in the within writ, appears, accepts service and confesses judgment for the balance due upon the within mentioned municipal lien, etc. So answers Chas. A. Jones, Shff. And now, April 7, 1926 Judgment is entered in favor of plaintiff and against defendant, for the sum of Four hundred twenty-six and 6/100 Dollars, with interest from April 6, 1926, with costs of this action; with release of all errors. (See paper filed) Debt $426.06 Int. from April 6, 1926 Judgment V. L. Greeley, Prothy.
	#	
Tax writ	2.75	
Shff. on lien	1.25	
Pro. Greeley	1.25	
Atty	3.00	
Shff: Jones	2.40	

Bi. fi. 169

Sat

Donald B. Thompson 61	City of Titusville vs Harriet B. Fertig (Estate) owner or reputed owner Issued April 3, 1926.	Of No. 18, May Term, 1921, 62 Dec. Scire Facias sur Municipal Lien filed April 4, 1921, and entered in City Lien Docket No. 8, page 183, Returnable within three months next ensuing.

	#
Tax & writ	2.75
Plff. on Lien	1.25
Pro. Speeley	2.25
Atty	3.00

Sept. 1, 1926, Acceptance of service of writ of Scire Facias and appearance and confession of judgment, etc, by defendant,- filed; to wit

"And now, April 6, 1926, the above named defendants and terre tenants in person hereby accept service of the said writ of Scire Facias issued in this cause, with the same effect as if duly served therewith by the Sheriff of the said county; and the said defendants hereby appear in said Court in said cause and agree that judgment be entered by the Prothonotary of said Court, in favor of said plaintiff and against said defendants on the Scire Facias and the municipal claim therein described, for the sum of Five hundred eighty-eight and 9/100 ($588.09) Dollars, (being the amount of the claim in said matter remaining unpaid with interest accrued thereon) together with interest on said judgment from the sixth day of April, 1926, and together with costs of this action, and with release of all errors in all matters and proceedings; And said judgment is hereby confessed and directed to be entered by said defendant. The undersigned being the present owners of the land described in the original lien, and being all the heirs at law of Harriet B. Fertig, deceased."

Witness:
Jeanne Fertig (Signed) S. S. Fertig
John E. Marshall John E. Golden
M. Harriett Fertig Harriett Golden Mackie
Mrs. W. Henry Fertig Henry Fertig
Marjorie K. Brughman S. Ella Krause
(See paper filed)

Debt $588.09
Interest from April 6, 1926
Judgment
V. L. Greeley, Prothy

F pages 133, 11, 84; G p. 134;
M page 243; K page 75.

July 29, 1930 The above lien satisfied.
(See paper filed)

MAY TERM, 1926

L Donald & Thompson 62	City of Titusville vs J. H. Harrington owner or reputed owner Issued April 6, 1926. Jay & wife $2.75	Of No. 22 May Term, 1921, L & L Doc. Scire Facias sur Municipal Lien filed April 4, 1921, and entered in City Lien Docket No. 8 page 187, Return- able within three months next ensuing. Sat

MAY TERM, 1926

Donald L Thompson 63	City of Titusville vs Jacob Phillips, owner or reputed owner. Issued April 3, 1926	O.C. No. 23 May Term, 1921, L.L.Doc. Scire Facias sur Municipal Lien filed April 4, 1921, and entered in City Lien Docket No. 8, page 188; Returnable within three months next ensuing. And now, April 17, 1926, writ returned by order of plaintiffs attorney. So answers Chas. H. Jones, Sheriff. April 17, 1926, Appearance, acceptance of service and confession of judgment by defendant Jacob Phillips, filed; and Same day, Judgment is entered in favor of plaintiff and against said defendant, for the sum of Three hundred Dollars, with interest from April 2, 1926, with costs of this action; with release of all all errors. (See paper filed)

Jay Twist	2.75
Shff. Jones	2.00
Eff. on Lien	1.25
Bro. Greeley	1.25
Atty	3.00

Debt $300.00
Int. from April 2, 1926
Judgment
V. L. Greeley, Prothy

B. & M. 80

July 3, 1930. The lien upon which above Sci. Fa. was issued is satisfied. (See paper filed at No. 23 May Tr. 1921, L.L.Doc.)

MAY TERM, 1926

Donald b. Thompson 64 vs. Charles B. Stegner	City of Titusville vs. Titusville School District, owner or reputed owner Issued April 3, 1926. Jay & writ 2.75 Shff. Jones 8.40 Gro. P. Greeley 4.25 Atty 3.00	Of No. 26 May Term, 1921, C. & D. Dec. Scire Facias sur Municipal Lien filed April 4, 1921, and entered in City Lien Doc. No. 8, page 191; Returnable within three months next ensuing. Writ returned: Served the within writ on April 12, 1926, on Paul Oberg, Secretary, to within named defendant, by handing him a true and attested copy of within writ, and making known to him the contents thereof. So answers Chas A. Jones, Sheriff. April 26, 1926. Charles B. Stegner, Esq., appears for the Titusville School District, defendant. (See paper filed) April 26, 1926 Affidavit of defense filed. Jany 26, 1928. Agreement as to facts by counsel, and Case Stated filed. On Argt List for Feb. Term, 1928, No. 9. Feb. 28, 1928, Argued by A.V. Now, May 7, 1928, upon the case stated, judgment is entered for the defendant Per Curiam. (See opinion filed) book p. 8 Judgment. V. L. Greeley, Prothy.

MAY TERM, 1926

Donald L. Thompson ✓ 65	City of Titusville vs. ✓ Mary E. Tarr owner or reputed owner Issued April 8, 1926. Tax & writ # 2.75	Of No. 27 May Term, 1921, D. & L. Doc. Scire Facias sur Municipal Lien filed April 4, 1921, and entered in City Lien Doc. No. 8, page 192; Returnable within three months next ensuing.

MAY TERM, 1926

W. J. Anderson Apr 4, 1927
66
Geo. Frank Brown
April 22, 1927

George A. Hughes
vs.
George N. Ott
Entered April 3, 1926

		#
Jay Tentry (paid by P. C. J. Atty)		1.50
Costs on Trans. (pd by Deft)		4.50
Gro. Gs. for County	4.25	
Atty	3.00	

Appeal by Deft. from Judgment of Peter B. Farr, Esq., Alderman.
April 4, 1927 Statement of claim filed.
April 22, 1927. Affidavit of defense filed & Geo. Frank Brown, Esq., appears for Deft;
And now, Nov. 28, 1927. Rule granted on Deft to show cause why judgment should not be entered against him for want of a sufficient affidavit of defense; returnable first Monday of January, 1928
(See paper filed) Per Curr.
On Argt. List for Feb. Term, 1928, No. 4
Feb. 27, 1928, Proof of service of Rule on Deft. filed.
Feb. 27, 1928, Submitted on plaintiff's brief - defendant not represented.
Now, August 6, 1928, The rule granted on defendant to show cause why judgment should not be entered against him for want of a sufficient affidavit of defense, is hereby made absolute. Per Curiam (See opinion filed)
And now, Aug. 7, 1928, Pursuant to above order and on motion of Plffs. Attorney, judgment is entered in favor of plaintiff and against Deft. for want of a sufficient affidavit of defense, and liquidated at the sum of Three hundred forty-two and 15/100 Dollars, sec. reg. (See paper filed)
Debt #342.15
Int. from Aug. 7, 1928
O page 10. Judgment
V. L. Greeley, Prothy.
Fi Fa no 85 Sept Term 1928
Testatum Fi. Fa. to No. 56 Nov. Term, 1928
Alias Fi. Fa. to No. 17 May Term, 1934
April 3, 1934, Sci. Fa. to No. 56 May Term, 1934.

X

W. J. Sirdevan
by

J. E. Fleming
vs
W. F. Herring
Issued April 5, 1926

		#
Pro. Greeley (Judg Atty)		2.25
Shff. Jones		11.00
Pro. Greeley		2.25
Atty		3.00
Original Costs:		
Bell		1.50
Atty		3.00
Shff. Snodgrass		11.00
Shff. Entsminger		12.40
Pro. Greeley		1.70

Off to 355 February Term, 1921.

Scire Facias to revive the judgment in above case, with notice to terre tenants, if any.

Returnable to next Term.

Writ returned: Served the within writ April 12, 1926, on the within named W. F. Herring, by handing to his brother, an adult member of his family, namely F. A. Herring a true and attested copy of within writ, and making known to him the contents thereof. So answers Chas. H. Jones, Sheriff.

May 13, 1926. Amicable Sci. Fa. and confession of judgment filed, to wit:

"It is hereby agreed That the Prothonotary of said Court enter an Amicable Scire Facias to revive and continue the lien of the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said county and duly so returned; And that a judgment be entered thereon in favor of the plaintiff, and against the defendant, for the sum of Four hundred sixty-four and 53/100 Dollars, with costs of suit, release of errors, without stay of execution, and with waiver of the right of inquisition and exemption laws now passed or hereafter to be passed, together with an attorneys commission of five per cent for the collection thereof." (Signed) W. F. Herring (LS)

Dated May 1, 1926.

Witness: (Signed) Florence Sorell
W. J. Sirdevan.

Debt # 464.63
Attys. com. included in debt 40.00
Int. from April 13, 1921.

Judgment
V. L. Greeley, Prothy.

He. page 59.

MAY TERM, 1926

August Delp
68

Nov 12 1926 Rec'd of Pff by attorney Twenty one and 30/100 dollars Shff & Proctrs costs
V. L. Greeley Prs

Nov 12 1926 Rec'd of Prs Greeley Ten and 45/100 Dollars my costs
Chas H. Jones Sheriff
Per Shff.

Oppha Williams
vs.
Maggie Williams
Issued April 5, 1926.

	#
Tax & entry (paid)	3.00
Shff. Jones	1.85
Shff. Jones-alias	1.85
Shff. Jones-proc.	6.75
A.D. Andrews, Master, pd	35.00
Prs. Greeley	10.85
Atty	3.00

Subpoena in Divorce and for the custody of the four minor children, to wit: Irene Williams, Earl Williams, Harold Williams and Grace Williams.

And now, April 5, 1926, subpoena awarded returnable at the May term next. Per Curiam.

Subpoena returned: And now, May 10, 1926, said respondent, Maggie Williams not found in my bailiwick. So answers, (See affr. filed) Chas. H. Jones, Shff.

May 10, 1926 Alias subpoena in divorce issued, returnable to first Monday of July next.

Alias Subpoena rets July 5, 1926: The within named Maggie Williams could not be found in my bailiwick. So answers Chas. H. Jones, Shff.

July 15, 1926. Order for Shff's proclamation issued, returnable to first Monday of Sept. next.

And now, Sept. 7, 1926, made proclamation in 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. Chas. H. Jones, Sheriff

Sept. 7, 1926, Answer of respondent filed.

And now, Sept. 7, 1926, Dickson Andrews, Esq., is appointed Master in the above entitled case. Per Curiam. (See paper filed) Com. issued.

And now, Sept. 7, 1926, Rule to show cause granted why alimony pendente and counsel fees should not be allowed respondent, returnable to fourth Monday of Sept. 1926, Per Curiam. (See answer filed)

On Argument List for Sept. Term, 1926, No. 9.

Sept. 27, 1926 Answer of libellant to rule for alimony and counsel fees filed in open Court, and said rule is referred to Dickson Andrews, Esq. for final disposition. Per Curiam (See said answer)

Nov 12 1926 Testimony and Repost of Master filed.

On Argument List for Nov. Term, 1926, No. 10.

* Now, Oct. 18, 1926, Libellant is directed to pay Respondents attorney #25.00 for counsel fees, and pay Respondent alimony of #2.00 Two Dollars per week pendente lite. Per Curiam.

Now, Dec. 28, 1926, after due consideration, a divorce is decreed as prayed, and the custody of the children, Earl, Irene, Harold & Grace Williams, is awarded to libellant. 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 and

Record continued on page 599

J. Berry Eckels 69	Elizabeth Tyler vs. G. W. Tanner Entered April 5, 1926	Of No. 347 February 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 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 thirty-two and 34/100 Dollars, being the amount of debt, interest and costs now due on the original judgment.
	Gro. Greeley (Atty pd) # 2.25 Atty 3.00	Debt # 532.34 Int. from April 2, 1926. Judgment V. L. Greeley, Prothy.
		J. p. 96.

MAY TERM, 1926

O. Clare Kent vs Thomas Pickart Apr. 13, 1926 V.& B. Pltf.	Clyde E. Seager vs. George A. Sook Issued April 5, 1926. Tax & writ (Pltff pd) $ 2.00 Sheff. Jones (pd to Sheff) 3.40 Pro 2 3-27 pa 1.00	Summons in Trespass: Returnable to the First Monday of May next. April 5, 1926. Pltffs statement of claim filed. Writ retd: Served the within writ on the within named defendant George A. Sook on April 8, 1926, by handing to an adult member of his family, namely Matilda Sook, his wife, at their residence, a true and attested copy of the within summons, together with plaintiffs statement of claim, and making the contents thereof known to her. So answers Chas A. Jones, Sheff. On Trial List for 1st & 2d Mondays of March, 1927, No. 9. March 1, 1927 This case is hereby discontinued of record all costs paid O. Clare Kent Atty for Pltff

MAY TERM, 1926

O. Clare Kent
71

Sept 22 1926 Rec'd of pdff by atty Fifteen and 90/100 dollars Shff & Printing costs
T. L. Greeley Pro

Sept 22-1926- Rec'd of Pro. Greeley, $5.05 being my costs
Chas H Jones Sheriff
Per L&J

Mildred M. Wilcox
vs.
Neil D. Wilcox
Issued April 5, 1926.

	$
Jay & wife	3.00
Shff. Jones	5.05
J.K. Spencer, Master	25.00
Pro. Greeley	7.85
Atty	3.00

Subpoena in Divorce and for the custody of Bettie Lou, child of the parties aged about five years.
And now, April 5, 1926, subpoena awarded, Returnable to May Term next
(Signed) Thos. J. Grather, P.J.
Subpoena returned: Served the within subpoena in divorce on the respondent personally on the 10th day of April, 1926, 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, Chas. A. Jones, Sheriff
And now, May 13, 1926, John K. Spencer Esq., is appointed Master in above case
By Hon. Thomas J. Grather P.J.
(See paper filed) Comm. issued.
Aug. 5, 1926, Testimony and report of Master filed.
On Argument List for Sept. Term, 1926, No. 22
Now, Oct. 25, 1926, After due consideration, a divorce is decreed as prayed, at the cost of respondent, and the custody of the child, Betty Lou is awarded to libellant. 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 Mildred M. Wilcox be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her the said Mildred M. Wilcox, the libellant and the said Neil W. Wilcox, the respondent.
And that thereupon all and every the duties rights and claims accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage, shall cease and determine:
And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married.
And it is further ordered that the custody of the child, Betty Lou Wilcox, be and the same is hereby awarded to the said libellant Mildred M. Wilcox.
Per Curiam
(See paper filed)

MAY TERM, 1926

Donald S. Thompson 72	Petition of Mary M. Ovitt, of Titusville, wife of George B. Ovitt to be declared a Feme Sole Trader. Entered April 5, 1926. Pro. Greeley (pd 5-4-26) 5.00	April 5, 1926 Petition presented in open Court and filed. And now to wit, April 5, 1926, upon presentation of the foregoing petition, it is hereby ordered and decreed, that a hearing be had upon the within petition on Tuesday the 4th day of May, 1926, at 10 o'clock A.M. Notice of the said hearing to be given personally to the said George B. Ovitt, if he can be found within the county, otherwise by publication in the Rochranton Times, once a week for two consecutive weeks. Per Curiam. Same day, copy of order issued. May 4, 1926 Proof of publication of notice filed. Decree: And now, to wit, May 4, 1926, Mary M. Ovitt, residing in Titusville, Crawford County, Penna., wife of George B. Ovitt, having presented her petition at the above number and term, praying that she may be declared as Feme Sole Trader; and after due notice given, and a full and complete hearing thereon, it appearing upon good and sufficient proof, that all marital relations between her, the said Mary M. Ovitt, and George B. Ovitt, her husband, have ceased, and that the said George B. Ovitt, for one year and more last past, has lived separate and apart from his said wife, and has not contributed to her support or to the support of their children, and that she has maintained herself by her own efforts and the efforts of such of her children as could contribute to her support; therefore She the said Mary M. Ovitt, 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 George B. Ovitt, husband of the said Mary M. Ovitt, and further that in case of intestacy of the said Mary M. Ovitt, all her property shall go to her next of kin, as if he, the said George B. Ovitt, were previously dead. Per Curiam. (Signed) Thos. J. Prather President Judge. (See paper filed)

John A. Northam

73

June 4 1926 Rec'd of Guardian Four Dollars as costs
V. L. Greeley Pro

Oct 5 1926 Rec'd of Guardian Eight and 50/100 Dollars costs and adv account
V. L. Greeley Pro

Nov 16, 1926, Rec'd of Pro Greeley, $2.50 adv.
Tribune Pub Co. cm/

Dec 18, 1926 Rec'd of Guardian Two and 20/100 Dollars costs
V. L. Greeley Pro

Petition of Nancy E. Stovall for appointment of a Guardian for James A. Stovall her husband of Randolph Township
Entered April 5, 1926

Pro. Greeley	$5.00
Pro. Greeley, since adv	5.50
Discharge 10-8-26 paid	3.00
Prob appt and bond	2.50
List of liens	1.50
Rec Report	.75
	3.00

April 5, 1926. Petition presented in open Court and filed. St. page 218

And now, April 5, 1926, upon presentation of the foregoing petition and upon consideration of the same, it is hereby ordered that a hearing be had thereon before the Court upon May 3, 1926, 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 A. Stovall, Nancy E. Stovall and Laura E. Stovall (See petition) Per Curiam.

April 16, 1926, Acceptance of service of notice of hearing by Nancy E. Stovall and Laura E. Stovall filed.

April 20, 1926. Proof of service of notice on respondent, and affidavit as to his inability to appear in Court, filed

Decree: And now, May 3, 1926, it appearing to the Court that written notice of the time and place of hearing in this matter was duly served upon the said James A. Stovall and upon Nancy E. Stovall and Laura E. Stovall, and that the said James A. Stovall cannot be brought into Court with safety to himself to attend said hearing; after hearing had in open Court, the said James A. Stovall is hereby adjudged an insane person, and so mentally defective as to be unable to care for his property, and in consequence thereof is liable to dissipate or loose the same and to become the victim of designing persons, and Wm. E. Hall is hereby appointed guardian as prayed for. Bond required in the sum of $800.00, to be approved by the Court (See paper filed) Per Curiam.

May 13, 1926, Bond of W. E. Hall, Guardian, with Floyd Hall as surety, in the sum of $1300.00, approved by the Court and filed.

May 19, 1926. Inventory and appraisement filed. Total $329.00.

Aug. 2, 1926, Petition of Guardian for sale of real estate, presented in open Court and filed.

Order of Court: And now, August 2, 1926, upon presentation of the within petition in open Court, and upon consideration of same, it appearing to the Court that notice of the intention to present the same to the Court on this date was given to Nancy E. Stovall, wife, and the next of kin of said incompetent capable of inheriting said real estate, by advertisement inserted in the Meadville Tribune-Republican, as shown by proof of publication hereto attached, all the parties in interest being non-residents of the Commonwealth of Pennsylvania, 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 William E. Hall, Guardian, be authorized and directed

Record Continued on page 595.

MAY TERM, 1926

O. Clare Kent

74

June 24 1926 Rec'd of A.W. Brest Guardian Five Dollars Court costs
V. L. Greeley Pro

Petition of Mrs L. B. Wood for appointment of a Guardian for Georgia Winters of Vernon Township
Entered April 5, 1926
#
Pro. Greeley 5.00
Pro Greely 2-20-32 paid 3.00

April 5, 1926, Petition presented in open Court and filed. W. page 268.
Now, April 5, 1926, upon presentation of the foregoing petition, it is hereby ordered and directed that a hearing be had thereon on the 26th day of April, 1926, at 10 o'clock A. M. and that ten days notice of the filing of this petition and the time of hearing be given to the said Georgia Winters.
(See petition filed) Per Curiam.
April 10, 1926, proof service of notice of hearing upon respondent, filed.
And now, April 26, 1926, after hearing held in the above entitled case, the said Georgia Winters is adjudged to be a person of weak mind and unable to care for her estate. And A.W. Brest is hereby appointed Guardian. Bond required in the sum of Two thousand Dollars
(See petition) Per Curiam.
May 3, 1926. Bond of A.W. Brest, Guardian of Georgia Winters, with W. E. Betts and S. B. Betts as sureties, in the sum of $2000.00, approved by the Court and filed.
Feb. 1, 1932, Petition of L. Belle Winters for appointment of a guardian for Georgia Winters in place of A. W. Brest, deceased, filed.
And now, February 1, 1932, the foregoing petition having been presented and read, the Court, upon due deliberation appoints Elizabeth J. Brest as guardian of said Georgia Winters, and directs that she give Bond in the sum of $1000.00, with sufficient surety to be approved by the Court for the faithful performance of the duties of her said trust.
(See petition filed) By the Court.
Feb. 1, 1932 Bond of Elizabeth J. Brest, with L. Belle Winters and W. E. Betts as sureties, in the sum of $1000.00, approved by the Court and filed. Certificate of appointment issued.

MAY TERM, 1926

Albert L. Thomas ✓
Fred L. Kiebort ✓
75

May 22, 1926 Reed from Petitioners Atty $32.35 being Pros. & Shffs costs.
V.L. Greeley, Pro.

May 24th 1926 Reed of Pro Greeley $27.35
Twenty Seven 35/100
Sheriffs costs.
Chas H Jones Shiff
Per K.H.J.

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 this decree to be filed by the said Recorder of record. Which said satisfaction so entered 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 paper filed)
Same day, Copy of decree certified to Recorder.

Petition of Joseph Stylonski for Satisfaction of Mortgage, given by Daniel Shaffer et ux to Samuel D. Perkins, recorded in Mortgage Book I, page 609. Entered April 5, 1926

Pro. Greeley	$ 5.00
Shffs Jones	27.35

April 5, 1926 Petition presented in open Court and filed.

And now, April 5, 1926, upon consideration of the foregoing petition, it is ordered and decreed that the Sheriff of Crawford County serve a notice upon Samuel D. Perkins or upon the legal representatives of the said Samuel D. Perkins, and upon the holder or holders of the mortgage described in the foregoing petition, if they or any of them can be found in said county, and have known residence therein; 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 four successive weeks after the presentation of this petition, in the Meadville Tribune-Republican, a newspaper published in said county, commanding said parties to appear before this court on the Second Monday of May, 1926 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. Per Curiam (See petition)

April 5, 1926 Order issued to Sheriff.

May 10, 1926 Sheriffs return and proof of publication filed.

Decree: And now, May 10, 1925, the Sheriff of Crawford County having returned that he was unable to find the said Samuel D. Perkins or his legal representatives, or the holder or holders of the within mentioned mortgage in his bailiwick, and that in obedience to the said order of Court to the Sheriff directed a notice of the facts set forth in the foregoing petition was advertised once a week for four successive weeks after the presentation of the said petition in the Tribune-Republican, a newspaper published in the County of Crawford, as appears by a copy of said advertisement and affidavit of its publication annexed to the return of the said Sheriff, on file in the proceedings and to the Court shown; and no person appearing to answer the said petition as aforesaid within the time fixed for filing answer thereto, and the Court being satisfied of the truth of the allegations of the said petition, it is on motion of Thomas & Kiebort, attorneys for petitioner, ordered and decreed that the prayer of said petitioner be granted, and that satisfaction shall be entered by the Recorder of Deeds of Crawford County on the record of the mortgage given by Daniel Shaffer and Sarah Shaffer, his wife, dated March 9, 1864, for $179.25, and recorded in the office of the Recorder of Deeds in and for the County of Crawford in Mortgage Book I page 609.

— Contd on margin. —

Thomas & Thomas

76

Petition of E. L. Wassum for appointment of a guardian of Anna B. Mong of the City of Meadville.
Entered April 5, 1926.

Pro. Greeley 6-8-26# paid 5.00
Pro Greeley adv acct 5.00
Pro Greeley sine 14.00
adv acct + dis 6.00

April 5, 1926 Petition presented in open Court filed.

And now, April 5, 1926, upon presentation of the within petition, Monday April 26, 1926, at 10 o'clock A.M. is fixed for hearing this application, and it is directed that ten days written notice thereof be given to Anna B. Mong, to Charles Long and Ada B. Deissler, by serving upon them notice of this application and time of hearing and by mailing a copy of said notice to Mrs. Anna Holbaugh of Gugo Mills, Pa. (See petition) Per Curiam.

April 10, 1926 proof of service of notice upon respondent filed.

April 26, 1926, After hearing in open Court and it appearing that due notice of hearing in this case was given as directed by order of Court, and that respondent could not with safety to her, be produced in Court, it is found that the said Anna B. Mong is so weak in mind that she is unable to take care of her property, and in consequence thereof is liable to dissipate and lose the same and become the victim of designing persons. And Paul E. Thomas is hereby appointed Guardian of said respondent, Anna B. Mong. Bond required in sum of $1000. (See back of petition) Per Curiam.

May 3, 1926. Bond of Paul E. Thomas, Guardian of Anna B. Mong, with United States Fidelity and Guaranty Company as surety, in the penal sum of $1,000.00, approved by the Court and filed.

Nov 26 1929 First account of Paul E. Thomas Guardian filed showing balance due Estate $11.72.71 and Notice issued to Tribune Republican that account will be finally confirmed on third Monday of December next unless exceptions are filed in the meantime

Dec 9 1929 Proof of Publication filed.

Aug 3 1931 Petition of Anna B. Mong, the ward in this proceeding presented in Open Court praying for a decree that she has regained her ability to care for her own property, and that her guardian may be discharged.

And now, August 3, 1931, upon consideration of the foregoing, a rule to show cause why the decree as prayed for should not be entered, is hereby granted, returnable and for hearing on Tuesday the 8th day of Sept. 1931, at 10 o'clock A.M. Notice of said hearing to be served personally upon the said petitioner and said guardian, and by mailing a copy thereof to the next of kin of said petitioner at least five days prior to said hearing. Per Curiam. (See paper filed)

Sept. 8-1931- Proof of notice to next of kin, filed.

Decree: And, now, September 10, 1931, the above matter having come on for hearing, and after due consideration of the petition and testimony taken, the Court does hereby decree that the paid

(Continued in margin)

Nov 26 1929 Rec'd of Paul E. Thomas Guardian Five Dollars for filing account
V. L. Greeley Pro

Dec 4 1929 Rec'd of Paul Thomas Gd Five Dollars + adv account
V. L. Greeley Pro

Anna B. Mong has regained her ability to care for her property and person the same as if no proceedings had ever been taken against her, and it is further ordered and decreed that the guardian Paul E. Thomas shall file his final account within thirty days from this date and upon the confirmation thereof and delivery by said guardian of all assets in his hands to the said Anna B. Mong, the said guardian shall be discharged. Per Curiam.

Continued on page 467.

MAY TERM, 1926

J. Berry Eckels
"
J. D. Roberts
Thomas & Thomas

Lillian Hood
vs.
Samuel E. Taylor,
Executor of the estate
of Nancy E. Grinnell,
deceased.
Issued April 6, 1926

Jay & wrist (Atty pd)	# 2.00
Shff. Jones	6.40
Pro. Greeley	7.50
Atty	3.00
Jury fee	4.00
Plffs. Bill of costs	225.04

Summons in Assumpsit, Returnable to First Monday of May next.
April 6, 1926. Plaintiffs statement of claim filed.
April 26, 1926. J. D. Roberts and Thomas & Thomas appears for Deft. (See paper filed)
April 26, 1926. Affidavit of defense filed.
On Trial List for 1st Monday of Oct. 1926, No. 3
On Trial List for 1st Mon. of Jan. 1927, No. 1
Writ returned: Served the defendant personally, on April 9, 1926, by handing to him a true and attested copy of within summons, together with plaintiffs statement of claim, and making the contents thereof known to him.
So answers, Chas. H. Jones, Sheriff.

Jan 7 1927 Rec'd of Pelfs atty Four Dollars Jury fee
V. L. Greeley Pro

And now, January 3, 1927, Jury selected and sworn as follows: 1- John Shirley, 2- Charles Smith, 3- William H. McDonald, 4- Mrs. Vinnie Woodard, 5- S. B. Sommer, 6- A. H. Gehring, 7- Elizabeth Frey, 8- Mrs. Lina DeGrange, 9- Wesley McDaniel, 10- E. E. Archer, 11- Jason B. Scott, 12- Edmund Hart: twelve good and lawful men, who upon their solemn oaths, which they have taken, say, Janry 5, 1927, they find for the plaintiff in the sum of Ten hundred sixty-nine and 52/100 Dollars
G. Page 183

January 5, 1927. Defendants points filed.

Debt # 1069.52
Int. from Jan. 5, 1927.
G. p. 183. J. p. 95. Judgment on Verdict Jan. 11, 1927.
V. L. Greeley, Prothy.

May 19, 1928. Sci. Fa. to No. 15 Sept. Term, 1928.

MAY TERM, 1926

b. Victor Johnson
78

Rec. my fee bill for Libellant on Sept 10th 1926
C. Victor Johnson
Atty for Libellant

Sept. 10, 1926, Received from Libellant per atty $15.50, being tax & writ 3.00; Shff. Jones $4.65, & Pro. Greeley $7.85.
V.L. Greeley, Pro.

Sept. 13th 1926- Received of Pro. Greeley $4.65
Being my costs
Chas H Jones Sheriff
Per. L.H. Jones.

Paul George Hills
vs
Adeline W. Hills
Issued April 10, 1926

	#
Tax & writ	3.00
Shff. Jones	4.65
J.A. Northam, Master paid	25.00
Pro Greeley	7.85
atty	3.00

Subpoena in Divorce.
And now, April 8, 1926, subpoena awarded, Returnable Monday, May 10, 1926. (Sgd) Thos. J. Strather, P.J.
Subpoena returned: Served the within subpoena in divorce on the respondent personally, on the 16th day of April, 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, Shff.
Now, June 7, 1926, John A. Northam, Esq. is appointed Master in the above entitled case. By Hon. Thos. J. Strather, P.J.
(See paper filed) Commission issued.
Sept. 14, 1926, Testimony and Masters report filed.
On Argt. List for Sep. Term, 1926, No. 23
Now, Oct. 25, 1926, After due consideration, a divorce is decreed as prayed. 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 Paul George Hills be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between him the said Paul George Hills the libellant and the said Adeline W. Hills the respondent.
And that thereupon all and every the duties rights and claims accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage, shall cease and determine
And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married. Per Curiam
(See paper filed)

MAY TERM, 1926

John A. Northam

79

Petition of Henry A. Johnson for Sale of Real Estate of The Crawford County Sportsmens Association, Limited.
Entered April 10, 1926

#

Geo. Greeley 5.00
Tribune Pub Co adv 12.40
May 14 2.70
10% dis. forced 15.10 1.50
13.60
Pay'd since 4.00

April 10, 1926. Petition for sale of real estate in First Ward, City of Meadville, presented in open Court and filed.

And now, April 10, 1926, on presentation of the foregoing petition and upon consideration of the same, it is hereby ordered and decreed that a rule be entered and the same is hereby granted, to show cause why the prayer of the said petition should not be granted, and the real estate described in said petition should not be sold by a Trustee appointed by the Court for that purpose, at either public or private sale, upon such terms as the Court may designate, and the proceeds of the sale to be distributed to and among the persons entitled thereto; And the time for hearing said rule and all parties interested in said matter is fixed for the first Monday of May, 1926, at 10 o'clock A.M. Personal notice of the presentation of this petition and of this order to be given to all persons that may be found interested in said real estate, at least ten days before the time fixed for hearing; and that notice be given to all other persons interested therein, by publication in the Meadville Tribune-Republican for two successive weeks prior to the return of said rule. Per Curiam.

April 23, 1926, Acceptance of Service by shareholders, of notice of rule to show cause, filed.

May 3, 1926, Proof of publication of notice filed.

May 12 1926 Bill of Tribune Pub Co for advertising filed.

Decree: And now, May 3, 1926 this case came on to be heard on the rule to show cause heretofore granted, and it appearing to the Court that service of notice of said hearing was accepted by all parties in interest residing in the county, and notice of same was served upon all those not residing in the county, by advertisement inserted in the Meadville Tribune-Republican for two successive weeks proof of said publication being filed in the case, and it further appearing to the Court that there is no opposition by the parties in interest to the granting of the prayer contained in the petition it is hereby ordered and decreed that the sale of the real estate described in said petition be and the same is hereby authorized in accordance with the prayer of said petition, in fee simple, at either public or private sale, by the trustee herein, appointed for that purpose, upon such terms and notice as the Court shall direct; the proceeds of said sale to be distributed by said trustee to and among the creditors and shareholders, as the Court may adjudge them to be entitled.

And it is further ordered and decreed that Henry A. Johnson be and he is hereby appointed trustee to sell said real estate, and

June 15, 1926 Rec'd of Henry A. Johnson twenty two and 60/100 Dollars Pro Greeley + adv costs
V. L. Greeley Pro
Received July 8, 1926, of Pro. Greeley $13.60.
Tribune Pub. Co. by C. F. Johnson

Record continued on page 594.

MAY TERM, 1926

S. R. Miller — The National Bank of Union City, Penna
80 vs.
L. K. Goldin,
Cecelia Jones and
Ormal W. Jones
Entered April 12, 1926

Pro. Greeley (paid) # 2.25
Atty 3.00
Original Costs 4.50

Of No. 93 May Term, 1921, D.S.B.
Amicable Scire Facias sur Judgment

It is agreed that the Prothonotary of said Court enter an amicable Scire Facias upon the above judgment with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendants by the Sheriff of said county and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendants, with all the waivers and conditions contained in the original judgment note, for the sum of Six hundred thirty-seven and 49/100 Dollars, being the amount of debt, interest and costs now due on the original judgment.

Debt # 637.49
Int. from April 8, 1926
Judgment
W. L. Greeley, Pro.

G. f. 178; J. pp. 98 & 91.

Aug. 20, 1926 This judgment satisfied. (See orig'l judgt.)

MAY TERM, 1926

Thomas & Thomas ✓	✓ Barr Motor Company vs. L. D. Peterson Entered April 14, 1926 Tax Entry (Deft. pd) 1.50 Costs on Trans. (Pltf. pd) 7.00	Appeal by Deft. from Judgment of A. L. Boynton, Esq., Alderman.

MAY TERM, 1926

Roy S Peters 82 Thomas & Thomas.	Mrs. Munay Eddis vs. H. O Holcomb Issued April 15, 1926 Tax & writ (Atty fd) 2.00 Shff. Jones (pd to Shff) 4.80 Pro. Fs for County	Summons in Assumpsit, Returnable to first Monday of May next. April 15, 1926, Statement of Claim filed and copy certified to Sheriff. Writ retd: Served the within summons on the within named H.O Holcomb, on April 16, 1926 by handing him a true and attested copy of said summons and statement of claim and making known to him the contents thereof. So answers Chas. A. Jones, Sheriff April 30 1926 Affidavit of defense filed On Trial List for 2d Monday of Jan. 1928, No. 3 Jany 9, 1928, Continued by consent.

MAY TERM, 1926

J. L. Boland 83	✓ Oliver B. Rhea, Petitioner, vs. ✓ Commercial Finance Corporation of Pittsburgh, Pa., and Howard Smith, Respondents. Entered April 16, 1926 Pro. Greeley 5-21-26 # Atty paid 2.50	Petition to sell a Stephens touring car, model No. 84, Mfg No. 17758, Motor No. 16844, for towing and storage charges. Now, April 16, 1926, upon presentation of the within petition, and after due consideration, it is hereby ordered that said petitioner, Oliver B. Rhea, expose said automobile at public sale, and sell same to the highest bidder, at said garage where now stored. After having given notice of such sale by advertisement thereof in three weekly issues of the Tribune-Republican newspaper of general circulation published in Meadville, Pennsylvania, and by six printed handbills of said sale posted in the most conspicuous places in the vicinity of the garage where the automobile is to be sold, three weeks prior to the date of said sale. Terms of said sale to be cash at time of sale. (Signed) Thos. J. Prather, P.J.

MAY TERM, 1926

John Schuler

84

Merchants National Bank

vs

Antonio Fazio

Entered April 22, 1926

Pro. Greeley (paid by Deft.) 2.25

Attorney 3.00

Nov. 15. 1926
Rec'd satisfaction in full of this judgt
Deb. Int and costs
John Schuler

Of No. 331 February 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 defendant by the Sheriff of said County, and duly so returned, and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Two thousand one hundred one and 50/100 Dollars, being the amount of debt, interest and costs now due on the original judgment.

	#
Debt	2101.50

Int. from April 30, 1926

J. p. 139.

Judgment
V. L. Greeley, Prothy.

Credit- original costs paid by Deft. #1.50.

MAY TERM, 1926

O. Clare Kent 3/16/26
85
J. Berry Eckels

Mch 17 1926 Rec'd of Peff Four Dollars
Jury fee 4.00
W. K. Greeley Prs

A. B. Crawford
vs.
Roland Yocum
Entered April 23, 1926

Jax & entry (paid by pff)	$1.50
Costs on Trans (Entered 1.50)	9.95
Bro. Greeley 12-4-28 paid	7.85
Jury fee	4.00
Atty.	3.00
Sat	.25

Appeal by Deft. from judgment of A. L. Boynton, Esq., Alderman.
Nov. 6, 1926, Plaintiff's statement of claim filed. Service accepted by Defts. Atty.
Dec. 6, 1926 Affidavit of defense filed.
On Trial List for 1st & 2d Mondays of March, 1927, No. 10.
And now, March 15, 1927 Jury selected and sworn as follows: 1- Mrs. E. A. Graves, 2- Homer Clark, 3- Mrs. Clyde Childs, 4- Glenn Steadman, 5- O. K. Brown, 6- Isador Graham, 7- Fred Thornton, 8- Mrs. Calla Fuller, 9- E. R. Kelley, 10- E. M. Boyd, 11- Mrs. Rankin Andrews, 12- Mrs. Ella Livingston: twelve good and lawful persons, who upon their solemn oaths which they have taken, say, March 16, 1927 they find for plaintiff for Eighty-two and 48/100 Dolls. This includes $45.00 for his labor claim, painting, balance it for difference in value between 1923 and 1924 model allowed as damage. We find there is no rent due plaintiff. V. Page 22.
March 15, 1927. Defendant's points filed.
And now, March 17, 1927. Motion by defendant for judgment n.o.v. filed, and rule to show cause granted. By Hon. Thos. J. Brother, P.J.
On Arpt. List for Nov. Term, 1928, No. 11 Special.

Dec. 4, 1928 Received from Deft. by hand of Paul E. Thomas Esq., One hundred fourteen and 48/100 (~~Dollars~~) Dollars payment in full of this judgment, debt, interest and costs and the Prothonotary is hereby directed to mark the same satisfied of record.
O. Clare Kent, Atty. for Pff

MAY TERM, 1926

Leland J. & Stuart A Culbertson
86
Albert L. Thomas
May 11, 1926.

Sept Oct 1 1926 Recd of Plffs atty three and 26/100 dollars my costs
V. L. Greeley Pro

Oct 1 1926 Recd of Leland J. Culbertson atty nine and 25/100 Dollars being my costs
Chas. Jones Sheriff
Per. L.H.J.

Arthur E. Kaiser
vs.
Massachusetts Bonding and Insurance Company, a corporation
Issued April 23, 1926.

Tax & writ (Atty fee)	2.00
Shff. Jones	9.25
Pro. Greeley,	3.00
atty	3.00
Sat	.25

Summons in Assumpsit,
Returnable to next term.
April 23, 1926. Affidavit of plaintiff that his claim exceeds $300.00, filed.
April 23, 1926, Plaintiffs statement of claim filed, and copy certified to Sheriff.
May 11, 1926. Affidavit of defense filed.
Aug. 4, 1926, Plaintiffs answer to affidavit of defense filed.
On Trial List for 1st Monday of Oct. 1926. No. 11.
Oct 1, 1926, Writ returned with admission of service by Insurance Comp. of Penna. annexed also returns of Sheriffs of Dauphin and Crawford Counties.

Nov. Oct. 1st. 1926. This case settled + discontinued of Record + all costs paid
William J. Culbertson atty for Plff

J. A. Bolard

87

Sept 23 1927 Recd of H. W. Canfield Six and 75/100 Dollars as Costs.
V. L. Greeley Pro

In the Matter of the assignment of Mrs. Margaret N. Brown, doing business under the assumed name of Miss Moore's Shop
to
H. W. Canfield
for the benefit of creditors.
Entered April 26, 1926

Pro. Greeley (paid)	# 3.00
Pro. G. on a/c	3.75
adv acct	3.00

April 26, 1926. Deed of Assignment for benefit of creditors filed.

Now, April 26, 1926, on presentation of the above petition, Miss Grace Barlin and Clyde N. Bettit are appointed to value and appraise said estate, they to make report of this said appraisement to the Court forthwith. (See petition filed) Per Curiam.

Same day, Certificate of appointment issued. May 13, 1926. Inventory and appraisement filed.

May 14, 1926 Bond of H.W. Canfield, assignee with N.H. Bertram and C.W. Jones as surety, in the sum of $8000.00, approved by the Court and filed.

Nov. 16, 1926 First and final account of H.W. Canfield, Assignee, filed in open Court, and notice issued for publication in the Meadville Tribune-Republican on the first Monday of Dec. next, unless exceptions thereto shall have been filed in the meantime. Balance in hands of Assignee for distribution, #2,228.73

Nov. 30, 1926, Proof of publication of notice of notice of filing account filed.

And now, Dec. 6, 1926, On motion in open Court, J. P. Eckles, Esq., is appointed Auditor to pass upon all claims and to award distribution of funds in the hands of the assignee. Per Curiam (See paper filed) Cert. of appointment issued.

Feb. 7, 1926, Auditors Report filed in open Court and confirmed nisi, to be finally confirmed, if no exceptions within ten days

MAY ~~MAY~~ TERM, 1926

John O. McClintock
Walter J. McClintock
88

In re Amendment to Charter of Meadville Theological School.
Entered April 26, 1926

Bro. Greeley (pd June 25th) $3.50
Bro. for Co. 12/9/53 Bid $5.00

April 26, 1926, Petition presented in open court and filed.

For former Amendments see numbers-
31st Feb. Term, 1898
39 Nov. Term, 1910
31 Nov. Term, 1914

Order: And now, April 26, 1926, the within petition having been presented and read in open court, and it appearing that the proposed amendment is lawful, and does not conflict with the requirements of the acts of General Assembly relative to the incorporation and regulation of said corporations approved April 29, 1874, and the supplements thereto, or of the Constitution of the Commonwealth of Pennsylvania, it is therefore ordered and decreed that notice of such petition be given as required by the Act of Assembly in such case made and provided, by advertisement in the Meadville Tribune Republican and the Cochranton Times, two newspapers of general circulation published within the County of Crawford, once a week for three successive weeks, the last publication to be at least ten days before the first Monday of June, 1926, on which date, upon the filing of proofs of such publication, and if no exceptions or objections are filed in the meantime, then such petition shall be re-presented to this Court for final action thereon. Per Curiam.

June 7, 1926. Proofs of publication of notice of proposed Amendment filed.

Decree: And now, June 7, 1926, It appearing that the order made April 26, 1926, relative to notice, has been complied with as is evidenced by proofs of publication hereto attached, and no reason appearing why said amendment of the charter should not be made as prayed for; It is now ordered and decreed that paragraphs 1 and 2 of Section 4, of the Charter of Meadville Theological School, be and the same is hereby amended to read as follows:

4. The said school shall be under the managment, direction and government of a Board of Trustees, not exceeding thirty, and after the annual meeting of 1929, not exceeding eighteen; and the system of Instruction, and discipline shall be under the direction of a Faculty, as empowered by the Board of Trustees.

Three members of this Board of Trustees may be elected at the annual meeting of 1926, and annually thereafter to serve for six years. Vacancies in the Board arising from death, resignation, or declination to serve, may be filled at any annual meeting after due notice to all the trustees.

And the said amendment shall be deemed and taken, when duly recorded, to be a part of the charter of said corporation. And it is further ordered that said amendment shall be recorded in the Office of the Recorder of Deeds in and for said County of Crawford. Per Curiam. (Signed) Thos. J. Prather, P. J.

Continued on page 601

MAY TERM, 1926

Curtis L. Webb 89	Petition of Gustave Holobar for appointment of a policeman for park purposes in Fairfield and East Fairfield Townships. Entered April 26, 1926 Pro. Greeley (paid) # 2.50	April 26, 1926, Petition presented in open court and filed. And now, April 26, 1926, upon the presentation of the within petition and after due consideration thereof, Orrin O. Heath is hereby re-appointed a Park Policeman upon the petition of Gustave Holobar, for the year 1926. (Signed) Thos. J. Prather, P.J. Same day, Certificate of appointment issued. May 24, 1926 Oath of office of O. O. Heath taken and filed.

MAY TERM, 1926

Curtis L. Webb
90

C. L. Graine & Bro.,
B. W. Graine
vs.
Mrs. Rogene Graine
Issued April 26, 1926
#

Pro. Greeley (paid) 2.25
Shff. Jones,
Pro. Greeley 11-14-29 Paid 2.25
Atty 11/14/29 Paid Ex. 3.00
Sat. Pd .25

Of No. 77 May Term, 1921.
Scire Facias to revive and continue the lien of the above judgment,
Returnable to next term.

May 10, 1926, Amicable Scire Facias and confession of judgment by defendant filed, to wit:

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

Dated, April 26, 1926.

(Signed) Mrs. Rogene Graine

Debt $956.00
Int. from Sept. 19, 1925.
Judgment
V. L. Greeley, Prothy.

6 page 194.

June 11, 1926, Writ of Sci. Fa. filed: same withheld from Sheriff by P. Epps Atty.
Nov. 12, 1929, Received satisfaction in full debt interest and costs of the above judgment.

C. L. Graine

Crawford County Trust Co.
Executor Estate C. L. Graine Estate
By [illegible] Trust Officer

MAY TERM, 1926

91

Homer E. Hamilton
vs
Addison Hamilton
Entered April 28, 1926
Pro. Greeley (Dft. pd) # 2.25

Of No. 90 May 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 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 Seventy and 26/100 Dollars, with interest from May 1, 1926, being the amount now due on the original judgment.

Debt # 1670.26
Int. from May 1, 1926.

Ha. page 92

Judgment
V. L. Greeley, Prothy

Now July 17, 1928, received satisfaction in full of the within judgment and the Prothonotary is directed to mark the same satisfied of record.

Homer E. Hamilton

MAY TERM, 1926

Leland J. Culbertson
Stuart A. Culbertson
Lytle T. Berry
D. Berry Eckels 11-28-28
Wilbur S. Seabrook v. 464
92

J. A. Boland and
F. L. Boland for
J. D. Stearns
July 30, 1926 P.C. Pltf.

I. A. Hain, doing business as Penn Electric Company
vs.
J. D. Stearns.
Issued April 28, 1926

	#
Tax & writ. (paid)	2.00
Shff. Jones	5.20
Pro. Greeley for Co.	9.75
Jury-fee, 1st Verdict	4.00
Atty	3.00
Pro. Gs for Co.-since	12.75
Jury-fee-2d Verdict	4.00
Defts. Bill of costs	76.20
Pro Gs since	2.25

Summons in Assumpsit, Returnable to next term.
April 28, 1926, Statement of claim filed.
May 10, 1926, Affidavit of defense as a statutory demurrer, filed by leave of Court and returnable 4th Monday of May, 1926, at 10 A.M.
On Arg't List for May Term, 1926, No. 9.
Now, May 24, 1926, On agreement of counsel, rule to show cause is now made absolute, and plaintiff is given until the first Monday of July to file an amended statement of claim. Per Curiam.
(See affidavit of defense, etc.)
July 9, 1926, Amended Statement of claim filed.
July 30, 1926 Affidavit of defense and counter claim filed & service accepted by Pltffs. Attorneys.
Aug. 14, 1926, Plaintiffs reply filed, and service accepted by F. C. Boland.
On Trial List for 1st Monday of Oct. 1926, No. 8
And now, October 5, 1926, Jury called and sworn as follows: 1- Mrs. Eva Pardee, 2- John M. Hamilton, 3- H. B. Cutshall, 4- L. A. De Loudres, 5- John H. Ernst, 6- Joseph M. Fox, 7- Donald Brock, 8- A. H. Smith, 9- E. P. McDaniel, 10- S. L. Norton, 11- Elizabeth Henretta, 12- Wesley Smith: twelve good and lawfull persons, who upon their solemn oaths which they have taken, say, Oct. 6, 1926, they find for the plaintiff in the sum of Three hundred twelve and 21/100 Dollars. St. p. 244
Oct. 5, 1926, Plaintiffs points filed.
Oct. 11, 1926 Motion and reasons of Deft. for a new trial filed, and rule to show cause granted, returnable next term. Per Curiam.
On Arg't List for Nov. Term, 1926, No. 2.
Nov. 30, 1926. Testimony of Earl Fleming, and charge of the Court filed.
Now, Jan. 3, 1927, Date of argument of pending rule fixed for Monday, Feb. 7, 1927, at 2 P.M. Per Curiam.
Now, April 4, 1927, Rule for new trial absolute. Per Curiam
(See opinion filed)
On Trial List for 1st & 2d Mon. of Mar. 1928, No. 23
On Trial List for 2d Monday of June, 1928, No. 18.
On Trial List for 1st & 2d Mon. of Oct. 1928, No. 5. Contd on application of Pltff.
On Trial List for 1st & 2d Monday of Jan. 1929, No. 18.
Jany. 7, 1929, Continued on application of plaintiff.
On Trial List for 1st Monday of March, 1929, No. 13.
And now, March 6, 1929, Jury called and sworn as follows: 1- Duane Veith, 2- J. M. Platt, 3- Charles Benchat, 4- Edward Andreas, 5- F. E. Lyman, 6- David Gill, 7- John Gartney, 8- Mrs Frances Walker, 9- Miss Jeannette Behr, 10- Miss Annette Blair, 11- Mrs. M. E. Quay, 12- David R. Nelson. twelve good and lawful persons who upon

Continued on margin.

(contd from bottom)
their solemn oaths which they have taken say March 7, 1929, they find for the defendant. Ha. p. 80; Corp. p. 43.
March 7, 1929, Pltffs. and Defts. points filed.
Now, March 11, 1929, motion by plaintiff for a new trial filed, and rule to show cause granted. Plaintiff is granted fifteen days after filing of testimony if same is ordered transcribed by the Court, in which to file additional reasons for a new trial. (See paper filed) Per Curiam
Mar. 29, 1929, Defts. Bill of costs, $76.20, filed.
On Arg't List for May Term 1929 No. 5

contd on page 461.

93

In re Surety Company

Application of Eagle Indemnity Company of New York, to be approved as surety on bonds in Crawford County.

Entered April 29, 1926

Geo. Greeley paid $2.25

April 29, 1926, Certificate of Insurance Commissioner of Penna. and financial statement Dec. 31, 1925, filed.

April 2 1927 Financial Statement and Certificate of Commissioner filed fees 1.00 paid

March 16, 1928. Financial statement as of Dec. 31, 1927, filed. fee 1.00 paid

March 20, 1929. Certificate of authority from Insurance Dept. of Penna, dated March 5, 1929, filed. $1.00 pd.

April 25, 1930, Certificate of authority from Ins. Comr. of Penna as of March 26, 1930, and Financial Statement as of Dec. 31, 1929, filed. $1.00 pd.

July 7 1933 Certificate of Authority and Financial Statement filed 1.00 pd

May 8 1934 Cert of Authority and Financial Statement filed $1.00 pd

April 4 1935 Cert of Authority and Financial Statement filed 1.00 pd

April 9, 1936. Financial Statement as of December 31, 1935. filed $1.00

March 24, 1937, Financial Statement as of Dec. 31, 1936 filed. $1.00 Paid.

April 5, 1938. Financial Statement as of Dec. 31, 1937 filed. $1.00 Paid.

April 7, 1939. Financial Statement as of Dec. 31, 1938 filed. $1.00 Pd.

March 21, 1940, Financial Statement as of Dec. 31, 1939 filed. $1.00 Pd.

April 9, 1941, Financial Statement as of Dec. 31, 1940 filed, $1.00 Pd.

April 18, 1942, Financial Statement as of Dec. 31, 1941 filed. $1.00 Pd.

May 21, 1943, Financial Statement as of Dec. 31, 1942 filed. $1.00 Pd.

May 1, 1944, Financial Statement as of Dec. 31, 1943 filed. $1.00 Pd.

Mar. 22, 1945, Financial Statement as of Dec. 31, 1944 filed. $1.00 Pd.

April 3, 1946, Financial Statement as of Dec. 31, 1945 filed. $1.00 Pd.

Mar. 17, 1947, Financial Statement as of Dec. 31, 1946 filed $1.00 Pd.

March 27, 1948, Financial Statement as of Dec. 31, 1947 filed $1.00 Paid.

April 11, 1949, Financial Statement as of Dec. 31, 1948 filed. $1.00 Paid

April 12, 1950, Financial Statement as of Dec. 31, 1949 filed, $1.00 Paid

MAY TERM, 1926

94	In re Surety Company The Metropolitan Casualty Insurance Co. of New York: application for approval to become surety on bonds in Crawford County. Entered April 29, 1926 Pro. Greeley (#Bal. pd 5/12/26 1.00 pd 4/29/26) 2.25	April 29, 1926 Certificate of Insurance Commissioner of Pennsylvania, and financial statement Dec 31, 1925, filed. April 2, 1946 Financial Statement as of Dec. 31, 1945 filed. #1.00 Paid May 20, 1947 Financial Statement as of December 31, 1946 filed. #1.00 Paid March 25, 1948, Financial Statement as of December 31, 1947 filed. #1.00 Paid

MAY TERM, 1926

95

Geo. C. Peterson and
Hetty Peterson
vs.
Hayden Peterson
Entered May 1, 1926

Pro. Greeley (Plff. pd) 2.25
Original Costs 1.50

Of No. 420 February 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 defendant by the Sheriff of said county, and duly so returned; and that a judgment be entered thereon in favor of the plaintiffs and against the defendant, with all the waivers and conditions contained in the original judgment-note, for the sum of Fifteen hundred Dollars, being the amount of debt, interest and costs now due on the original judgment: with interest from January 15th, 1921.

Debt #1500.00
Int. from Jan. 15, 1926

Judgment
W. L. Greeley, Pro

C. page 29.

Oct 27 1933 Recd satisfaction in full of the above judgment by a new Note filed this day-
Geo. C. Peterson

MAY TERM, 1926

J. E. Bossard
Curtis L. Webb
96

Fred C. Kuebel for
Philip H. Bloom and
Maurice M. Bloom

May 21 1926 Rec'd of Deft by atty Bloom and 20/100 dollars Shff & Proctrs costs
V. L. Greeley—Pro

May 21 1926. Rec'd of V. L. Greeley Pro. Sheriff costs:- $5.20 - Five and 20/100 —
Chas H Jones Sheriff
by J

Elmer Stanton
vs
Philip H. Bloom,
Maurice M. Bloom
Joseph Tartaglione
Issued May 1, 1926.

Tax & writ (pefft. pd)	$ 2.00
Capias Shff. Jones	1.50
Pro. G. dis.	5.20
Atty.	1.00
	3.00

Summons in Trespass against Philip H. Bloom and Maurice M. Bloom, and Capias ad respondendum in Trespass against Joseph Tartaglione; Bail required in the sum of $500.00; Returnable to first Monday of June next.

May 1, 1926, Affidavit of cause of action filed.

Summons ret'd: Served personally on deft. Philip H. Bloom May 4, 1926.
So answers Chas. H. Jones, Shff.

Capias returned:
The deft. Joseph Tartaglione can not be found in my bailiwick.
So answers Chas. H. Jones, Sheriff.
May 21st 1926. I hereby discontinue the proceedings in the above entitled case.

J. E. Bossard, Attorney
for Plaintiff.

X

August Delp 97

Sept 16 1926 Recd of Delp by atty Forcy five and 30/100 dollars Master fee Shff and Prothy costs V. L. Greeley Pro

Sept 17 1926 Recd of Pro Greeley Ten and 45/100 dollars my costs Chas H Jones Sheriff

Sept 17 1926 Recd of Pro Greeley Twenty five dollard my Master fee Stuart A. Culbertson

Oddie Agnes Rabell
vs.
Trace Anthony Rabell
Issued May 3, 1926.

Tax & writ (Pd by Atty)	#	3.00
Shff. Jones		1.85
Shff. Jones-alias		1.85
Shff. Jones-proc		6.75
Pro. Greeley		9.85
Atty		3.00
Master, S.d.b. paid		25.00

Subpoena in Divorce and for custody of children, Ruth Elizabeth Rabell and Laura Louise Rabell.

And now, May 3, 1926, subpoena awarded, Returnable to first Monday of June next. By Hon. Thos. J. Brather, P.J.

Subpoena retd: June 7, 1926 the within named deft. Trace Anthony Rabell could not be found in my bailiwick.

So answers, Chas. H. Jones, Sheriff.

June 10, 1926. Alias subpoena in divorce issued, returnable to first Monday of August next.

Al. Sub. retd Aug 2, 1926. The within named Trace Anthony Rabell is not found in my bailiwick. So answers Chas. H. Jones, Sheriff.

Aug. 2, 1926. Order issued for publication of Sheriffs proclamation, returnable to first Monday of Sept. next.

And now, Sept 7, 1926.- Made proclamation in above entitled case according to law, and caused the same to be published in the Tribune-Republican, a newspaper printed within my bailiwick, 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, Sept 7, 1926 Stuart A. Culbertson, Esqr. is appointed Master in above case. By Hon. Thos. J. Brather, P.J. (See paper filed)

Sept 15, 1926 Testimony and report of Master filed.

On Argt. List for Sep. term, 1926, No. 24.

Now, Oct. 25, 1926, After due consideration a divorce is decreed as prayed, at cost of respondent; and the custody of the two children, Ruth and Laura, is awarded to libellant.

Per Curiam.

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 Ruth Elizabeth Rabell and Laura Louise Rabell be and the same is hereby awarded to the said libellant, Oddie Agnes Rabell.

Per Curiam

(See paper filed)

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 Oddie Agnes Rabell be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her the said Oddie Agnes Rabell the libellant and the said Trace Anthony Rabell 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 respon-

Record continued on margin

MAY TERM, 1926

Thomas & Thomas
98

Myrtle I. Ermer
vs
William Ermer
Issued May 3, 1926

	#
Tax & writ (paid)	3.00
Shff. Jones	1.85
Shff. Jones-alias	1.85
Shff. Jones-proc	6.75
Master paid	25.00
Pro. Greeley	9.85
atty	3.00

Subpoena in Divorce
And now May 3, 1926, subpoena awarded, Returnable to first Monday of June next.
By Hon. Thos. J. Brather, P.J.

Subpoena returned: June 1926, the respondent, William Ermer, not found in my bailiwick.
So answers Chas. H. Jones, Sheriff.

June 7, 1926, Alias subpoena in divorce issued, returnable to first Monday of August next.

Alias subpoena retd Aug. 2, 1926: The within named William Ermer not found in my bailiwick. So answers Chas H. Jones, Shff.

Aug. 2, 1926, Order for proclamation issued, returnable to first Monday of Sept. next.

And now, Sept. 7, 1926 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 Chas. H. Jones, Sheriff.

And now, Sept. 6, 1926, J. E. Bossard, Esq., is appointed Master in the within case. By Hon. Thos. J. Brather, P.J.
(See paper filed)

Sept 15 1926 Testimony and Report of Master filed.
On Argt. List for Sept. Term, 1926, No. 25.

Now, Oct. 25, 1926, After due consideration, a divorce is decreed as prayed, and at 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 Myrtle I. Ermer be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Myrtle I Ermer, the libellant and the said William Ermer the respondent.

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

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

Per Curiam

Sept 3 1926 - Received of Pro. Greeley $10.45 - being my costs.
Chas H Jones Sheriff
per LH Jones.

Sept 13 1926 Recd of Pff by atty Twenty and 30/100 dollars Shff & Proctup costs
V. L. Greeley Pro

MAY TERM, 1926

J. E. Bossard
99

Ella K. Smith
vs
Leon E. Smith
Issued May 3, 1926

	#
Jay Yarwick (paid)	3.00
Shff. Jones	1.85
Shff. Jones-alias	1.85
Shff. Jones-proc	6.75
Master	25.00
Pro Greeley	9.85
atty	3.00

Sept 15 1926 Rec'd of Pff by atty Twenty and 30/100 Dollars Shffs & Prothy. costs V. L. Greeley Pro

Sept 15 1926 Rec'd of Pro Greeley Ten and 45/100 Dollars my costs.
Chas A Jones Sheriff
Per. Dff.

Subpoena in Divorce and for custody of child, Anna Kathryn Smith.

And now, May 3, 1926, Subpoena awarded, Returnable to First Monday of June, 1926.
Per Curiam.

Subpoena returned: June 7, 1926, the within named Leon E. Smith defendant, is not found in my bailiwick.
So answers Chas. A. Jones, Sheriff

June 9, 1926, Alias subpoena in divorce issued, returnable to first Monday of August next.

Alias subpoena rets'd: Aug. 2, 1926, the within named Leon E. Smith is not found in my bailiwick. So answers Chas. A. Jones, Shff.

And now, Aug. 5, 1926, Order issued for publication of Sheriffs proclamation, returnable to first Monday of Sept. next.

And now, Sept. 7, 1926 - 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 Chas. A. Jones, Sheriff.

And now, Sept. 7, 1926, B. J. Johnson, Esq. is appointed Master in above case By Hon. Thos. J. Brather, P.J. (See paper filed)

Sept 16 1926 Testimony and Report of Master filed.

On Argt. List for Sept. term, 1926, No. 26.

Now, Oct. 25, 1926, After due consideration, a divorce is decreed as prayed, at cost of respondent; and custody of the daughter Katherine is awarded to libellant. Per Curiam.

Decree - And now, to wit: October 25, A.D. 1926 this case 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 K. Smith be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her the said Ella K. Smith, the libellant, and the said Leon E. 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 daughter of the parties, to-wit, Anna Kathryn Smith, be and the same is hereby awarded to said libellant, Ella K. Smith.

Per Curiam
(See paper filed)

Record continued on margin

MAY TERM, 1926

Leland J. Culbertson,
Stuart A. Culbertson

100

Petition of Ira J. Higby for Appointment of a Guardian for Lovina Higby Johnson of Townville
Entered May 3, 1926

Pro. Greeley, 5-11-28 Paid # 5.00
3-12-28 Pd
Pro. Gen acct Fees 6.00

May 3, 1926, Petition presented in open Court and filed. J. page 98.

And now, May 3, 1926, upon presentation of the within petition, Wednesday, May 26, 1926, at 10 o'clock A.M. is fixed for hearing this application; and it is directed that ten days written notice thereof be given to Earl Higby a brother, and John N. Higby, father of the within named Lovina Higby Johnson, setting forth the contents and nature of the petition.
(See petition filed) Per Curiam.

May 26, 1926 Proofs of notice to respondent and next of kin and affr. of Dr. Mitchell as to inability of respondent to attend, filed.

And now, May 26, 1926, this case came on for hearing, and after due consideration thereof and testimony taken, it is ordered, adjudged and decreed that the said Lovina Higby Johnson is a person of weak mind and unable to care for her property; And Ira J. Higby, a brother of said Lovina Higby Johnson, is hereby appointed Guardian to take charge of the estate of the said Lovina Higby Johnson. Bond to be given in the sum of Five hundred Dollars, to be approved by the Court.
(See paper filed) Per Curiam.

June 7, 1926, Bond of Ira J. Higby guardian, with Fred A. Higby and Robert L. White as sureties in the sum of $500.00, approved by the Court and filed.

March 12, 1928, Final account of Ira John Higby, Guardian of Lovina Higby Johnson filed, and notice issued for publication, returnable 1st Monday of April next.

March 23 1928 Proof of Publication filed

April 3, 1928, No exceptions having been filed, account is confirmed finally.

MAY TERM, 1926

Leland J. Culbertson
Stuart A. Culbertson
101

Jennings Boyer,
Petitioner,
vs.
✓ Myrtle I. Smith and
✓ Frank Smith, her husband, Respondents.
Entered May 3, 1926

	#
Pro. Greeley	5.00
Shff. Jones paid	2.95
Pro. Greeley cmce Atty	1.25
	3.00

Rule to bring Ejectment within six months, for 108 acres of land more or less, in North Shenango Township, described at length in petition filed.

Order: And now, to wit, May 3, 1926, upon hearing of 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 Myrtle I. Smith and Frank Smith, her husband, and upon 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 premises, within six (6) 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, if it cannot be personally had, may be made upon the parties respondent by registered mail if their address is known, and if unknown may be had by publication in a newspaper of general circulation published within the confines of Crawford County, Penna. in accordance with the acts of Assembly in such cases provided. Per Curiam.

May 3, 1926, Rule issued.

Rule Returned: And now, Nov. 8, 1926, writ returned: Served the within writ on the within respondents on May 23, 1926, by mailing to each of them, namely, Myrtle I. and Frank Smith, her husband, a true and attested copy of the within writ, the same being acknowledged by the said Myrtle I. Smith, at her residence No. 7425½ Finance Street, Pittsburgh, Pa., by signing the statement attached hereto, in the presence of J. F. and B. H. Jones, on Nov. 6, 1926. So answers, B. H. Jones, Sheriff.

Decree: And now, Nov. 8, 1926, upon consideration of the petition hereinbefore filed in the above 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 Myrtle I. Smith, and Frank 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 the case. It is therefore ordered, adjudged and decreed that the said Myrtle I. Smith and Frank Smith, her husband, and all other persons claiming under the said Myrtle I. Smith and Frank Smith, her husband, by reason of the agreement of sale

— contd on margin —

(Contd from bottom of pg) entered into by the said Fred A. Alexander and George W. Alexander et al and the said Myrtle I. Smith and Frank Smith her husband, dated March 10, 1920, recorded among Crawford County records in Agreement Book G. page 668, 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. Per Curiam.

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

(See paper filed)

MAY TERM, 1926

J. E. Bossard

102

Petition of Andrew Behr, Guardian of Louis Ochs, a person of weak mind, for specific performance of contract made by said ward with Walter L. Elway for lot in W. Mead Tp
Entered May 3, 1926.

Bro. Greeley #5.00

May 3, 1926. Petition with original contract annexed presented in open Court and filed.

Decree: And now, to wit, May 3, 1926, upon presentation of the foregoing petition and due consideration thereof, upon motion of J. E. Bossard, Attorney for the petitioner, it is hereby ordered and decreed that Andrew Behr, guardian of the estate of Louis Ochs, is hereby authorized and empowered to make, execute and deliver to Walter L. Elway, a good and sufficient deed for the proper conveying to him in fee simple, all of the following described real estate:— "All that certain piece or parcel of land situate in West Mead Township, Crawford County, Penna, described as follows, to wit: One lot on Echnoz Avenue, fronting on Echnoz Avenue fifty (50) feet and extending back from same avenue one hundred and sixty (160) feet, more or less; also, further described as follows: Beginning at a point in the south line of Echnoz Avenue at the northeast corner of the lot sold by Louis Ochs and wife to Ray and Twila Hines by deed recorded in Deed Book No. 230, page 215; thence running east along the south line of Echnoz Avenue, a distance of fifty (50) feet to a point or stake; thence in a southerly direction in a line parallel with the easterly line of said Ray and Twila Hines' lot one hundred and sixty (160) feet, more or less, to land of Mrs. Hummel; thence in a southwesterly direction along land of Mrs. Hummel and Joe Thomas to the southeasterly corner of said Ray and Twila Hines lot; thence in a northerly direction along the easterly line of said Hines lot, a distance of one hundred eighty-seven (187) feet, more or less, to the southerly line of Echnoz Avenue, the place of beginning,— upon receipt, however, by him the said Andrew Behr, Guardian, of the sum of #147.00, in cash, being the entire balance due and unpaid on the purchase price of the premises above described. Bail required in the sum of #300.00.

(See petition filed.)

—Per Curiam.

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

June 3, 1926. Bond of Andrew Behr, Guardian, in #300.00, approved and filed. (No surety)

MAY TERM, 1926

Leland J. Culbertson
Stuart A. Culbertson
103

Evelyn G. Surrena
vs.
Charles D. Surrena
Issued May 4, 1926.

Subpoena in Divorce

And now, May 4, 1926, subpoena awarded, returnable to the first Monday of June, 1926.

Signed Thos. J. Grather, P. J.

Subpoena returned: "May 26, 1926, Served within subpoena in divorce upon respondent by handing him a true and attested copy of same personally, at the Bessemer Gas Engine Company, Grove City, Pa., at 5:30 P.M., and by reading and making known to him the contents thereof. So answers W. A. Bane
Shff. of Mercer County.

Now, June 1, 1926 Writ returned as per return of Sheriff of Mercer Co attached hereto. So Answers.
Chas. H. Jones Sheriff

Tax & writ (paid) #	3.00
Shff. Jones	1.85
Shff. Bane (pd to him)	6.50
Fred'k Kiebort, Master, pd	25.00
Pro Greeley	7.85
atty	3.00

Sept 28 1926 Rec'd of Pfff by atty Sixteen and 20/100 Dollars Shff & Proctys Costs
F. L. Greeley Pro

Sept. 28 1926 Rec'd of Pro. Greeley $8.35 being my costs
Chas H. Jones Sheriff
Per HHJ

And now, July 6, 1926, Fred L. Kiebort, Esq. is appointed Master, to take testimony in above case, and make report thereon to the Court. By Hon. Thos J. Grather, P. J.
(See paper filed) Commission issued.

Sept 17 1926 Testimony and Report of Master filed.

On Argt. List for Sept. term, 1926, No. 27.

Now, Oct. 25, 1926, After due consideration, a divorce is decreed as prayed, at 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 Evelyn G. Surrena be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her the said Evelyn G. Surrena, the libellant and the said Charles D. Surrena, 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

Leland J. Gulbertson
Stuart A. Gulbertson
104

Thomas & Thomas
for garnishees

Mildred G. McCabe
vs.
Floyd R. McCabe
Issued May 4, 1926

	#
Tax & writ (paid)	3.00
Sheriff Jones (pd by plff Co)	2.80
T. & T. Atty	10.00
Geo. Greeley	7.25
Atty	3.00

Foreign Attachment in Assumpsit, Returnable to first Monday of June 1926. Bail required to dissolve #1000.00.

To attach goods and chattels, moneys, credits, legacies and interests of the defendant, Floyd R. McCabe, in the hands, possession or control of Oscar A. Roudebush and Edgar Roudebush, Executors of the last Will and testament of Maurice L. Roudebush, late of Meadville, Pa., deceased, and of any other person or persons, and summon them as garnishees.

May 4, 1926, Affidavit of cause of action filed.

And now, May 3, 1926, Bail to dissolve attachment fixed at the sum of #1000.00. (See paper filed) Per Curiam.

May 17, 1926, Thomas & Thomas appear for Oscar A. Roudebush and Edgar Roudebush, Executors, etc. of Maurice L. Roudebush, deceased. (See paper filed)

October 23, 1926, Declaration and Statement of claim filed.

Writ returned July 27, 1927: Served the within writ on O. A. Roudebush, at his residence No. 643 Madison Ave, Meadville, Pa, on May 5, 1926, and on Edgar B. Roudebush at No. 985 Water Street, aforesaid city and State, on the same date, to wit, May 5, 1926, - Executors of the last will and testament of Maurice L. Roudebush, late of the City of Meadville, deceased, by handing to each of them a true and attested copy of the within writ, in the presence of two credible citizens of the neighborhood; namely, (latter service) H. E. Smith and L. B. Winters, former service, in presence of Floyd Hall and Howard Patterson, and making the contents thereof known to them. Nihil habet as to the within named Floyd R. McCabe. So answers. C. A. Jones, Sheriff.

Sept. 17, 1927, Interrogatories to Garnishees filed and rule entered on Garnishees to answer same within ten days after service, or judgt.

Sept. 24, 1927, Answers of Garnishees filed.

And now, Sept. 26, 1927 On motion in open Court, fee of Atty for Garnishees is hereby fixed at Ten Dollars (#10.00), to be paid from the funds in hands of Garnishees belonging to said defendant. Per Curiam. (See paper filed)

And now, to wit, September 29th, 1927, upon motion of plaintiffs attorneys, judgment is entered in favor of plaintiff and against defendant, for want of an appearance. (See paper filed)

Oct. 1, 1927, Plaintiff by attorneys enters a rule for the Prothonotary to assess the plaintiffs damages. (See paper filed)

Jan 2, 1928, Further answers of garnishee filed.

— Record continued on page 456.

MAY TERM, 1926

J. A. Northam

105

Bernice Armatas,
~~Barry Cunningham~~ Admr. d.b.n. of the estate of James Osborne, deceased,
vs.
John B. Foulk and Eva Foulk, his wife.
Issued May 6, 1926

Tax Writ ($3.00 pd 6/4/26)	2.75
Rec. Hood	.50
Shff. Jones	6.20
Shff. Jones-alias	2.40
Pro. Greeley	5.25
Atty	3.00

Scire Facias sur Mortgage recorded in Mortgage Book Vol. 128, page 241, Returnable to first Monday of June next.

May 6, 1926, Suggestion of death of mortgagee and substitution of administrator filed.

May 6, 1926, Affidavit as to real owners filed.

Writ returned: And now, June 7, 1926, comes Charles H. Jones, Sheriff, and makes return to the within writ of Scire Facias as follows: That having found no one in possession of the land described in said writ, he posted a true and attested copy of said writ on the most public part of said property on the 15th day of May, 1926; and as to John B. Foulk and Eva Foulk, his wife, he returns Nil habet. So answers Chas. H. Jones, Sheriff

And now, June 17, 1926, comes J. A. Northam attorney for the plaintiff, and suggests the death of Barry Cunnings, administrator aforesaid, and the granting of letters of administration d.b.n. upon the estate of James Osborne, deceased, by the Register of Wills of Crawford County, Pa. to Bernice Armatas, And the Prothonotary is directed to substitute Bernice Armatas, Administrator d.b.n. of the estate of James Osborne, deceased, as plaintiff in the above stated case. (See paper filed)

June 17, 1926. Alias Sci. Fa. sur Mortgage issued, returnable to first Monday of July next.

Alias writ rete'd July 5, 1926, Nihil habet as to the within named John Foulk and Eva Foulk, his wife. So answers Chas. H. Jones, Shff

And now, Aug. 6, 1926, On motion of plaintiffs attorney, judgment is entered against defendants for want of an appearance, on two returns of Nihil habet, and same is liquidated at the sum of Thirteen hundred forty-three and 95/100 Dollars. (See paper filed)

Debt #1343.95
Int. from Aug 6, 1926
Judgment
V. L. Greeley, Prothy

F. fr. 152

Lev. Fac. to No. 76 Sept. Term, 1926.

MAY TERM, 1926

106	In re Surety Company. Application of Detroit Fidelity and Surety Company of Detroit Michigan, to be accepted as surety in Crawford County. Entered May 6, 1926. Pro. Greeley (Paid May 12, 1926) $2.25	May 6, 1926 Certificate of authority from the Insurance Commissioner of Penna, and Financial Statement as of March 31, 1926, filed. March 30 1927 Financial Statement and certificate of Commissioner filed fees 1.00 paid

Charles B. Steiner
107

Sept 18 1926 Recd of Pff by atty Twenty and 30/100 Dollars shff & Prothy costs
V. L. Greeley P.D.

Sept 18 1926 Recd of Pro Greeley Ten and 45/100 Dollars my costs
Chas H Jones
Shff

Mike Burulis
vs.
Mary Burulis
Issued May 6, 1926.

	#
Tax & writ (Atty's pd)	3.00
Shff. Jones,	1.85
Shff. Jones - alias	1.85
Shff. Jones - proc.	6.75
W. J. Sirdevan, Master	
Pro. Greeley	
Atty	

Subpoena in Divorce

And now, May 6, 1926, Subpoena awarded, Returnable first Monday of June next. (Signed) Thos. J. Prather, P. J.

Subpoena returned June 7, 1926. The within named defendant, Mary Burulis could not be found in my bailiwick

So answers: Chas. H. Jones, Sheriff.

June 29, 1926 Alias subpoena in divorce issued, returnable to first Monday of August next.

Alias Subpoena returned Aug. 2, 1926: Within respondent could not be found in my bailiwick. So answers Chas. H. Jones, Shff.

Aug. 12, 1926 Order for proclamation issued, returnable to nett term.

And now, Sept. 7, 1926, 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 proofs of publication hereto attached.

So answers Chas. H. Jones, Sheriff.

And now, Sept. 13, 1926. W. J. Sirdevan, Esqr. is appointed Master in above case. Per Curiam. (See paper filed) Com. issued

Sept 17 1926 Testimony and report of Master filed.

On Argt. List for Sept term, 1926, No. 28.

Now, Oct 25, 1926, After due consideration, a divorce is decreed as prayed. Per Curiam.

Decree - And now, to-wit: Oct 25, A.D. 1926 this cause came 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 Mike Burulis be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between the said Mike Burulis the libellant and the said Mary Burulis the respondent

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

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

MAY TERM, 1926

Fred L. Boland

108

Thomas F. Kelbat for 6-2-26 U.S.D. / John Moore and Carrie F. Moore

Automobile Finance Company
vs.
Harry L. Morris, trading and doing business as the H. L. Morris Motor Company.
Issued, May 7, 1926.

Tax & writ, (Atty. pd) $ 3.00
Shff. Jones (paid) 2.60

Replevin for one Flint Sport Roadster Model 55, Manufacturer's Serial No. 17055, Motor No. 22986, year 1925; of the value of $1353.00; Returnable to the first Monday of June next.

May 7, 1926, Affidavit as to value of property filed.

May 7, 1926, Replevin bond of Plff. with American Surety Company of New York as surety, in the sum of $2706.00, approved and filed.

Now, May 17, 1926, Leave granted Carrie F. Moore to intervene as party deft. in above action. (See paper filed)

By Hon. Thos. J. Brather, P.J.

Writ returned: Served the within named Harry Morris on May 10, 1926, by handing him a true and attested copy of the within writ, and making known to him the contents thereof. Served John Moore, the possessor of the within named automobile, on May 17, 1926, at his residence 659 Madison Avenue, Meadville, Pa., by handing to him a true and attested copy of the within writ, and making known to him the contents thereof. The deft. John Moore, has filed defts. bond in Replevin, in the sum of $2706.00 with the Sheriff, same being attached hereto.

No answers. Chas. F. Jones, Sheriff.

MAY TERM, 1926

109 Leland J. Gulbertson	W. B. Blaney vs. W. F. Larson Entered May 10, 1926 Tax + entry (Atty. paid) 1.50 Costs on Trans. 5.45	Appeal by Defts. from Judgment of F. A. Boswell, Alderman.

SEPTEMBER TERM, 1926

Thomas & Kiebort vs. Thomas & Thomas 5/19/26 cl	G. A. Gordon vs. J. W. Terrill Issued May 12, 1926. Tax writ (Atty's fee) $ 2.00 Shipp Jones	Capias ad respondendum in Trespass. Bail in the sum of $500.00 required. Returnable to first Monday of June next. May 12, 1926. Affidavit to hold to bail filed. May 12, 1926. Plaintiffs statement of claim filed. May 22, 1926. Affidavit of defense filed.

SEPTEMBER TERM, 1926

2	✓ Dorson Beatty vs. ✓ S. A. Knox Entered May 13, 1926. Pro. Greeley Aff. pd $ 2.25 Aff. on orgl 1.50	Of No. 156 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 Nine Hundred fifty Dollars, being the amount of debt now due on original judgment, with interest from April 26, 1926. Debt $ 950.00 Int. from April 26, 1926 K. p. 120. Judgment. V. L. Greeley, Prothy.

Now Sept 19, 1939, the debt secured by the within judgment having heretofore been paid in full, the Prothonotary is hereby directed to mark the same satisfied of record —

James Beatty
Executor & estate of Dorson Beatty, decd.

SEPTEMBER TERM, 1926

Charles B. Stegner 3	K. E. Howard, Geo. W. Ludwig and J. A. Jacobson, trading as Howard & Company vs J. B. Pastorius Issued May 13, 1926. Tax & writ (pd by Atty) May 18, 1926 2.00 Shff. Jones 8.40	Summons in Assumpsit, Returnable to first Monday of June next. May 13, 1926. Plaintiffs statement of claim filed. Writ returned: Served the within named defendant on May 17, 1926, at his place of business in the City of Titusville Pa., by handing to and leaving with him a true and attested copy of the within writ and making known to him the contents thereof. So answers Chas A. Jones, Shff.

SEPTEMBER TERM, 1926

S. R. Miller ✓

4

Aug

July 13, 1926. Recd from Sidney R. Miller, Executor #19.93 being bal. of costs at this number and Pro. B. on Lev. Fac. V.L. Greeley, Pro

July 13, 1926 Recd of Pro. Greeley 50¢ my costs. Jeannette H. Hood, Recorder

July 13. 1926 Recd of Pro Greeley 10¢ on costs of Sci Facias this case. Chas H. Jones Sheriff

Sidney R. Miller, Executor of the estate of Ellen M. Warden, deceased,

vs.

✓ Horatio B. Barr, mortgagor, with notice to ✓ Beryl G. Randall, terre tenant.

Issued May 13, 1926.

Tax & writ ($2.00 pd)	$ 2.75
Rec. Hood	.50
Shff. Jones	2.00
Shff Jones - alias	8.18
Pro. Greeley	4.25
Atty	3.00

Scire Facias sur Mortgage recorded in Mortgage Book 111, at page 408. Returnable to first Monday in June 1926.

May 13, 1926 Affidavit as to ownership of land filed.

Writ returned: June 7, 1926, Nihil habet as to the within named Horatio B. Barr, mortgagor, and Beryl G. Randall, terre tenant. So answers, Chas. H. Jones, Sheriff.

June 12, 1926, Alias Sci. Fa. issued, returnable to first Monday of July next.

Alias writ returned July 5, 1926. Served the within writ on Beryl G. Randall, terre tenant, by mailing to her by registered mail, with return card attached, a true and attested copy of within writ to his present residence Safety Harbor, Florida, on June 12, 1926.

Having found no person or persons in possession of the within described property, or any part thereof I posted on the buildings of same in the most public and conspicuous place, a true and attested copy of the within writ, on June 14, 1926. Nihil habet as to the within named Horatio B. Barr. So answers, Charles H. Jones, Sheriff.

And now, July 10, 1926, On motion of plaintiff's attorney, judgment is entered in favor of plaintiff and against defendants for want of appearance and affidavit of defense and said judgment liquidated at the sum of Twenty-seven hundred and fifty-nine and 74/100 Dollars. (See paper filed)

Debt $2759.74

Int. from July 9, 1926.

Judgment.

V.L. Greeley, Prothy.

B. p. 255. R. p. 193.

Lev. Fac. to No. 58 Sept. Term, 1926

SEPTEMBER TERM, 1926

5

Anna E. Freyermuth
vs.
George A. Rockafellow
Entered May 15, 1926
Pro. Greeley (pd by Deft.) # 2.25

Of No. 16 May 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 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 twenty-five Dollars, with interest from March 4, 1926, at 5% per annum.

Debt # 1625.00
Int. from March 4, 1926.
Judgment.
W. L. Greeley, Prothy.

R. pp. 101.

Fi. Fa. to No. 61 Sept. Term, 1927.

For appellee for Anna E. Freyermuth
9/26/27 John Schnader

SEPTEMBER TERM, 1926

August Delp Feb Board 6.	Curtis L. Webb vs. John C. Bird, the liquidating partner of H.W. Klingensmith and John C. Bird, formerly doing business as the Meadville Motor Sales Company, the liquidating partner now being a non resident of this State. Issued May 17, 1926.	Foreign Attachment in Assumpsit Returnable the first Monday of June 1926. Bail to dissolve #1032.80 To attach goods and chattels, lands and tenements, money, credits and interest of the Meadville Motor Sales Company, in the hands, possession or control of Donald C. Thompson, as attorney or otherwise, and of any other person or persons, and summon the said Donald C. Thompson and such other person or persons as garnishees.
Dickson Andrews, for Donald C. Thompson, Garnishee.	Sheriff's Costs: Tax & writ (Phlg. 7d) # 3.00 Shff. Jones Dickson Andrews, Atty 10.00	And now, June 11, 1926, Dickson Andrews, Esq., appears for Donald C. Thompson, Garnishee. (See paper filed) Aug 28, 1926, Interrogatories to Donald C. Thompson, Garnishee filed, and rule on him to answer. Service accepted. Nov 11, 1926 Answers of Donald C. Thompson, Garnishee, filed.

And now, Jan. 6, 1927, On motion in open Court the fees of Dickson Andrews, Atty for Garnishee, are fixed at #10.00. Per Curiam. (See paper filed)

SEPTEMBER TERM, 1926

McGill & McGill Neil W. McGill vs. C.W. Benedict	The Wonder Gas Distributing Company, a Corporation vs. American Oil Works Company, a Corporation. Issued May 17, 1926	Summons in Assumpsit, Returnable to the first Monday of June next. May 17, 1926, Plaintiffs statement of claim filed, and copy certified for service. July 6, 1926, C.W. Benedict, Esq., appears for deft. (See paper filed) July 6, 1926, Affidavit of defence filed. March 25, 1927, Reply of plaintiff filed. April 4, 1927, Petition of plaintiffs to determin jurisdiction filed in open Court and thereupon Rule to show cause granted, Returnable to next term. (See paper filed) By the Court. April 20, 1927, Acceptance of service of copy of plffs reply & of plffs petition, filed. On Argt. List for May Term, 1927, No. 2. May 28, 1927, By agreement of counsel, defendant is directed to file brief with all papers within sixty (60) days. Per Curiam On Trial List for 2d Monday of Jan., 1928, No. 4.
Jan 4 1928 Rec'd 1 Peffs atty's Six and 50/100 Dollars as costs V. L. Gourley Pro	Jay + writ (paid by Atty) 2.00 Shff. Jones Prs. 6.50 Atty 3.00	

Jan 4 1928 Costs paid and above case marked Settled and Discontinued of record
(See paper filed.)

SEPTEMBER TERM, 1926

Leland J. Culbertson
Stuart A. Culbertson

8

Petition of Anna L. Daniels, for the appointment of a Guardian of Robert E. Daniels aged 43 of Sadsbury Township an insane person. Entered May 19, 1926, #

Pro. Greeley	5.00
Pro. Inv. & app.	1.50
Pro. acct. & adv.	7.00
Pro. Second acct. 3/14/41, Pd.	3.50
Pro. Third acct. 10/10/47 Pd.	7.50
Pro. to date 12/26/47 Paid	2.50

May 3, 1926 Petition presented in open Court: filed May 19, 1926. D.p. 1.96.

Order: And now, May 3, 1926 upon presentation of the within petition Wednesday, May 26, 1926, at 10 o'clock A.M. is fixed for hearing this application, and it is directed that ten days' written notice thereof be given to the said Robert E. Daniels, setting forth the contents and nature of the petition. (See petition filed) Per Curiam.

May 26, 1926, Hearing continued to June 14, 1926, at 10 o'clock A.M. Ten days notice of hearing to be given respondent. (See paper filed) Per Curiam

June 15, 1926 Affidavit of service of notice on respondent filed, and as to his inability to attend hearing.

And now, June 15, 1926. This case came on for hearing, and after due consideration thereof and testimony taken it is ordered, adjudged and decreed that the said Robert E. Daniels is a person of weak mind and is unable to care for his property and estate and Leland J. Culbertson, Esq., is hereby appointed Guardian of the property of the said Robert E. Daniels. Bond to be given in the sum of Three Thousand Dollars ($3000.00), to be approved by the Court. Per Curiam.

Nov. 1, 1926 Bond of Leland J. Culbertson, Guardian, with Anna L. Daniels and A.C. Binns as sureties, in the sum of $3000.00, approved by the Court and filed.

March 23, 1928. Inventory and appraisement filed - $1726.65.

March 24 1931 First Account of Leland J. Culbertson Guardian filed showing balance due Estate $1463.51 and Notice issued to Conneaut Lake Breeze that account will be confirmed finally on Third Monday of April next unless exceptions are filed in the meantime.

April 6, 1930, Proof of publication of notice of filing account filed.

Mar. 10, 1941, Second Partial account of Leland J. Culbertson, Guardian filed, showing balance due estate of $872.38. Sent notice of filing account to Conneautville Courier, Conneautville, Pa., stating that account will be confirmed nisi on first Monday of April next, and if no exceptions are filed thereto within ten days thereafter, same will be confirmed absolutely.

April 5, 1941, Proof of publication of notice of filing account filed.

And now, April 17, 1941, No exceptions having been filed this account is confirmed absolutely. Paul D. Slayton, Prothonotary.

Aug. 21, 1947, Third Partial Account of Guardian filed, showing $752.95 balance due estate. Same day sent advertisement of notice of filing account to The Tribune Publishing Co., Meadville, Pa., stating that said account will be confirmed nisi on the fourth Monday of September next, and if no

(See Margin)

Mch 24 1931 Recd of Guardian Seven Dollars filing acct & adv
V. L. Greeley Pro

Mar. 14, 1941, Paid Conneautville Courier $4.00 advertising costs by check no. 865.
Aug. 21, 1947 Paid Tribune Publishing Co. $5.50 ad. costs by Check No. 2775.

exceptions are filed within ten days of nisi confirmation said account will be confirmed absolutely.
Sept. 15, 1947, Proof of Publication Filed.
Oct. 3, 1947, No exceptions having been filed to the above account the same is hereby confirmed absolutely.
Paul D. Slayton
Prothonotary.

Continued on page 5 86

SEPTEMBER TERM, 1926

Leland J. Culbertson
Stuart A. Culbertson
vs.
Thomas & Kiebort,
Thomas & Thomas

Lillian G. Kothe
vs.
Charles A. Kothe
Issued May 20, 1926.

Jay & writ (paid) $ 3.00
Shff. Jones 2.85
Shff. Connell on Att.

Subpoena in Divorce a mensa et thoro with alimony, and for the custody of Ella D. Kothe, minor child of parties.

And now, May 20, 1926, subpoena awarded, returnable to first Monday of July, 1926. (Signed) Thos. J. Prather, P.J.

July 3, 1926 Thomas & Kiebort and Thomas & Thomas appear for the respondent (See paper filed)

Subpoena returned: Served the within Subpoena in Divorce on the respondent personally, on the 20th day of May, 1926, 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, Chas. A. Jones, Shff.

Our petition for attachment:

And now, Oct. 28, 1933, upon consideration of the foregoing petition, it is ordered that an attachment be issued to bring respondent before the court for additional order, returnable and for hearing Monday, Nov. 27, 1933 at 9:30 o'clock A.M. Respondent to enter into his own recognizance in the sum of $100.00, conditioned for his appearance at the above appointed time. Per Curiam.

Same day, Attachment issued.

Att. retd: Oct. 30, 1933. Attached the body of Charles A. Kothe, as within I am commanded, and he entered into his own recognizance for his appearance at the time specified, as for recognizance hereto attached.

So answers J. L. Connell, Shff.

Nov. 25, 1933 Respondents Answer filed.

On Argt. List for Feb. Jr. 1934, 1/15

Feb. 27, 1934 Argued, b.A.V.

Our petition of respondent: Order:-

And now, July 6, 1926, upon consideration of within, it is ordered that libellant file and serve upon the respondent or his attorney of record, a bill of particulars in the foregoing case, fully and completely setting forth and specifying all of the acts and circumstances, together with the times and places of said acts and circumstances, complained of and upon which libellant relies. All proceedings stayed in the meantime. By the Court.
(See paper filed)

And now, Aug. 2, 1926, upon petition of libellant presented in open Court, a rule is granted upon respondent to show cause why he should not pay a suitable sum to be fixed by the Court as alimony pendente lite and counsel fees. Returnable to Per Curiam.
(See paper filed)

And now, Sept. 7, 1926. Leave granted libellant to amend her petition for alimony. Per Curiam. (See paper filed)

On Argument List for Sept. Term, 1926. No. 8

Nov. 8, 1926 Bill of Particulars filed. Service accepted by Defr. Attys.

Now, Oct. 12, 1926, respondent is directed to pay to his wife, Lillian G. Kothe, for the support of their child, Ella Kothe, $50.00 a month until further order of Court, said order to date from Oct. 1, 1926; further order suspended awaiting bill of particulars and argument; and to pay to libellant for counsel fees $100.00, within two weeks from date. By Thos. J. Prather, P.J.

Our petition of Libellant for an additional allowance:

And now, January 21, 1927, upon consideration of the above petition, it appearing that no answer has been filed traversing libellants averments, it is ordered, adjudged and decreed that Charles A. Kothe shall pay to his wife, Lillian G. Kothe, the sum of One Hundred Dollars ($100) per month for the support of the said wife and his daughter, Ella Kothe, in lieu of amount hitherto made. (Signed) Thos. J. Prather, P.J. (See paper filed)

Record continued on Page 469

SEPTEMBER TERM, 1926

10	In re Appointment of Burt Sutton as Special Deputy Sheriff under Chas. H. Jones, Sheriff. Entered May 20, 1926 Bro. Greeley	May 20, 1926 Certificate of appointment by Sheriff filed. And now, May 20, 1926 the within appointment of Burt Sutton as Special Deputy Sheriff of Crawford County Pa. under Charles H. Jones, Sheriff, is hereby approved. (Signed) Thos. J. Brother, P.J.

SEPTEMBER TERM, 1926

Charles B. Steigner	Mary Young Hall A. L. Mikesell Entered May 21, 1926 Jay + entry (Pd by Dft's atty) 1.50 Costs of Trans 4.50	Appeal by Dft. from Judgment of Peter B. Tarr, Esq., Alderman.

SEPTEMBER TERM, 1926

	A. J. Reynolds vs Mrs. E. L. Bell Entered May 21, 1926. Jax-tentry (not by Defts. atty). 50 Costs on Trans. 7.36	Appeal by Defts. from Judgment of Estel B. Darr, Esq., Alderman.
Charles B. Steagner 12		

SEPTEMBER TERM, 1926

Roy S. Peters
13

Nov 18 1927 Recd of Peff by atty Twenty and 55/100 Dollars Shff and Prothy costs
V. L. Greeley Pay

Nov 18 1927. Recd of V. L. Greeley $10.45 my costs.
C. H. Jones Shf
Per WJG

Stella Look
vs.
Harry Look
Issued May 24, 1926

	#
Tax & writ (paid)	3.00
Shff. Jones	1.85
Shff. Jones-alias	1.85
Shff. Jones-prot	6.75
WJ McClintock Master	25.00
Pro Greeley	10.10
atty	3.00

Subpoena in Divorce.
And now, May 24, 1926 Subpoena awarded, Returnable to the First Monday of July next.
(signed) Thos. J. Prather P. J.
Subpoena returned July 5, 1926: The within named Harry Look could not be found in my bailiwick.
So answers Chas. H. Jones, Shff.
July 8, 1926, Alias subpoena in divorce issued, returnable to first Monday of Sept. next.
Alias Subpoena retd: Sept. 7, 1926, The within named respondent is not found in my bailiwick. So answers,
Chas. H. Jones, Sheriff.
Sept. 8, 1926. Order for proclamation issued, returnable to first Monday of Nov. next.

And now, Nov. 1, 1926, 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, thereto attached.
So answers Chas. H. Jones, Sheriff.
And now, Nov. 1, 1926, W. J. McClintock, Esq., is appointed Master (See paper filed) Com. issued.
Per Curiam.
Nov. 18, 1927 Testimony and report of Master filed.
On Argument List for Nov. Term, 1927, No. 11.

Decree.
Now, December 19, 1927, after due consideration, a divorce is decreed as prayed, at cost of respondent. Per Curiam.
Decree: And now, to-wit: December 19, 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 Stella Look be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Stella Look the libellant, and the said Harry Look the respondent. And that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent, at any time heretofore, in pursuance of said marriage, shall cease and determine; And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married.
Per Curiam.

SEPTEMBER TERM, 1926

J. A. Northam
14

Yolande Lobdell
vs.
Ernest L. Illig and
Alice Illig, his wife,
mortgagors, and L. L.
Nichols, real owner.
Issued May 24, 1926.

	#
Tax & writ (paid)	3.25
Rec. Hood	.50
Shff. Jones (pd by Atty)	1.25
Shff. Jones - alias	2.40
Pro. Greeley	4.25
Atty.	3.00

Scire Facias sur Mortgage recorded in Mortgage Book Vol. 128, page 35. Returnable to First Monday of June, 1926.

May 24, 1926, Affidavit as to real owner filed.

Writ returned: And now, June 7, 1926, comes Charles A. Jones, Sheriff and makes return to the within writ as follows: That having found no person in possession of the real estate herein described, nor any part thereof, he posted a true and attested copy of the within writ on the most public part of said property on the 26th day of May, 1926; That he served the within writ upon L. L. Nichols, real owner of the within described real estate, personally, at Corapolis, Allegheny County, Pa., on the 4th day of June, 1926, by handing to and leaving with him a true and attested copy of the same, and making known to him the contents thereof, as per return of the Sheriff of Allegheny County, Pa. and affidavit of his deputy, appointed for said service, hereto attached; That as to Ernest L. Illig and Alice Illig, his wife, he returns Nil habet. So answers, Chas. A. Jones, Sheriff.

June 17, 1926. Alias Sci. Fa. sur Mortgage issued as to Ernest L. Illig and Alice Illig, his wife; Returnable to First Monday of July, 1926.

Alias writ returned July 5, 1926: Nihil habet as to the within named Ernest L. Illig and Alice Illig, his wife. So answers, Chas. A. Jones, Shff.

And now, August 6, 1926, On motion of plaintiff's attorney, judgment is entered against Ernest L. Illig and Alice Illig, his wife, mortgagors, for want of an appearance on two returns of Nihil habet, and against L. L. Nichols, real owner, for want of an appearance and an affidavit of defense; and said judgment is liquidated at the sum of Seven hundred ninety-six and 98/100 Dollars. (See paper filed)

Debt $796.98
Int. from Aug. 6, 1926

I. page 9; N. page 97. Judgment.
V. L. Greeley, Prothy.

Lev. Fac to No. 77 Sept. Term, 1926

SEPTEMBER TERM, 1926

Albert L. Thomas
15

July 14 1926 Rec'd of Jeff by F.C. Kufort atty Thirteen and 70/100 Dollars Shff & Prothtys costs
V.L. Greeley Prs
July 14" 1926 Rec'd of V. L. Greeley. Pro. 2.85 -) Two - and 85/100 my costs on within writ
Chas. H. Jones Sheriff
Y.H.J.
Rec'd July 14, 1926 Master fee $2.00
Wesley B. Best

Nina May Day
vs.
Curtis Day
Issued May 24, 1926

	#
Tax & writ	3.00
Shff. Jones	2.85
W.B. Best, Master	25.00
Pro. Greeley	7.85
atty 11-3-26	3.00
Dis $d	1.00

Subpoena in Divorce
And now, May 24, 1926, Subpoena awarded. Returnable to first Monday of July, 1926.
(Signed) Thos. J. Brather, P.J.

Subpoena returned: Served the within Subpoena in Divorce on the respondent personally, on the 2d day of June, 1926, 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 Chas. H. Jones, Sheriff.

And now, July 6, 1926, Wesley B. Best, Esq. is appointed Master in above case.
By Hon. Thos. J. Brather, P.J.

(See paper filed) Com. issued.

Oct. 12, 1926 Leave granted to discontinue action and to withdraw libel. Per curiam. (See paper filed)

Oct. 13, 1926. This case discontinued by leave of Court.
Fred C. Kufort, Atty

SEPTEMBER TERM, 1926

16

F. J. Radle
vs.
Mrs. L. E. Byham
otherwise known as
Addie Byham, and
Earl Wald.
Entered May 26, 1926

Gro. Greeley (Plff. ind) #2.25
Plff. on Original 1.50

Of No. 263 May 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 Five Hundred and thirty Dollars, being the amount of debt, interest to July 13, 1926 and costs now due on the original judgment.

Debt $530.00
Int. from July 13, 1926
By Ly.; W. 238. Judgment
V. L. Greeley, Pro.

Jan 11, 1929
The above judgment satisfied (See paper filed)

SEPTEMBER TERM, 1926

J. Berry Eckels
17
Boland & Boland
June 2, 1926 B & Bro

Albert E. Boen
vs.
John Giniff
Issued May 26, 1926

Tax twice (Atty. pd) #	2.00
Shff. Jones	4.20
Bro. Greeley	1.25
Atty.	3.00
Bro. Greeley, since	3.25

Summons in Assumpsit, Returnable to First Monday of June next.

June 24, 1926 Depts. by Attys enter rule on plff. to file statement of claim, and same day Certified rule served on plffs atty. (See paper filed)

Writ returned.

And now, July 10, 1926, On motion of defendant's attorneys, judgment of non pros. is entered in favor of defendant and against plaintiff for failure to file a statement of claim within 15 days after certified rule was served. (See paper filed)

6. p. 222

Judgment
V. L. Greeley, Prothy

And now, Aug. 2, 1926, Upon petition of plaintiff's attorney presented in open court, by consent of opposing counsel, the judgment of non pros heretofore entered is stricken off, and leave granted to file statement of claim forthwith. (See paper filed)

Per Curiam.

Aug. 2, 1926 Statement of claim filed, & service accepted by Defts. Attys. Time for filing affidavit of defense extended to first Monday of Sept. next

Aug. 27, 1926 Affidavit of defense as a Statutory demurrer, filed, and service accepted.

On Argument List for Sept. Term, 1926, No. 4. Oct. 11, 1926. Argued C.A.V.

Now, Dec. 6, 1926, defendant's affidavit of defense in the nature of a demurrer is sustained, with leave to plaintiff to amend statement of claim, and leave to defendant to move to strike the same from record, unless such amendment be filed within ten days. Per Curiam. (See opinion filed)

And now, January 3, 1927, On motion in open court, plaintiff's statement of claim is stricken from the record and judgment is entered in favor of defendant and against plaintiff. Per Curiam. (See paper filed)

Debt

6. page 222.

Judgment
V. L. Greeley, Prothy.

SEPTEMBER TERM, 1926

Boland & Boland

18

N. O. Stanford and Ora A. Stanford Petitioners.
vs.
Edgar B. Rondebush Respondent.
Entered May 26, 1926
Pro. Greeley 5.00

Rule to bring Ejectment for "a certain piece of land about sixty (60) feet in width situate in Richmond Township, bounded on the north by Mary H. Morse and other lands of N.O. Stanford; on the east by lands of J. W. Morse; on the south by other lands of N.O. Stanford and other lands of Ora A. Stanford, and on the west by Mary H. Morse; being a portion of the land locally designated as the Pennsylvania Petroleum Railroad right of way." Indexed, Ej. Index.

Now, May 26, 1926, upon presentation of above petition in open Court, and after consideration thereof, a rule is hereby granted upon said Edgar B. Rondebush to bring his action of ejectment for said land within six months from the service of this rule upon him, or show cause why the same can not be so brought this rule returnable to the first Monday of July, 1926, at ten o'clock A. M. Per Curiam.

Same day, certified copy of petition and rule issued.

And now, to wit, May 29, 1926, I hereby accept service of the within petition and order, or rule upon me to bring action of ejectment, and admit the receipt of a certified copy of within petition and rule, with the same effect as if the same had been served upon me by the Sheriff of Crawford County, and none other. (Signed) Edgar B. Rondebush.

(See back of petition)

June 16, 1926. Answer of Defts. filed.

Now, July 12, 1926. Time for hearing on rule in above case is hereby fixed for Tuesday the 3d day of Aug. 1926, at 10 o'clock A.M. Fifteen days notice to be given to defendant or his Attorney of record. (Sgd) Thos. J. Brother, P. J. (See paper filed) Service accepted.

Aug. 2, 1926. Amendment allowed to description of the land in question, more particularly describing same. (See paper filed) Per Curiam.

Aug. 3, 1926. Evidence heard in open Court.

On Argt List for Sept. Term, 1926, No. 1

SEPTEMBER TERM, 1926

J. A. Northam ✓
19

Nov 5 1926 Rec'd of Pfff by atty Twenty and 30/100 Dollars Sheriff and Poorbip costs
V. L. Greeley Pro

Nov. 5" 1926- Rec'd of Pro. Greeley. Ten and 45/100 Dollars. ($10.45) being my costs.
Chas H Jones.
Sv. Hff. Sheriff -

Violet E. Dawson.
vs.
Benjamin E. Dawson ✓
Issued May 27, 1926

	#
Jax & writ (Atty pd)	3.00
Shff. Jones	1.85
Shff. Jones, alias	1.85
Shff. Jones—proc	6.75
J.D. Roberts, Master (Atty pd)	25.00
Pro Greeley	9.85
atty	3.00

Subpoena in Divorce
And now, May 27, 1926, Subpoena awarded, Returnable First Monday of July next.
(Signed) Thos. J. Prather, P.J.
Subpoena returned: July 5, 1926. The within named Benjamin E. Dawson could not be found in my bailiwick.
So answers, Chas. H. Jones, Sheriff.
July 15, 1926, Alias subpoena in divorce issued, returnable to first Monday of September next.
Alias subpoena returned Sept. 6, 1926. The within named respondent is not found in my bailiwick.
So answers, Chas. H. Jones, Sheriff.
Sept. 11, 1926. Order for proclamation issued, returnable to first Monday of Nov. next.

And now, Nov. 1, 1926 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 hereto attached. So answers Chas. H. Jones, Sheriff.
And now, Nov. 2, 1926. J. D. Roberts, Esq. is appointed Master in this case. Per Curiam. (See paper filed) Com. issued.
Nov. 10, 1926. Testimony and report of Master filed.
On Argt. List for Nov. Term, 1926, No. 11.
Now, Dec. 29, 1926, after due consideration, a divorce is decreed as prayed, and 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 Violet E. Dawson be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her the said Violet E. Dawson the libellant and the said Benjamin E. Dawson the respondent.
And that thereupon all and every the duties rights and claims 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, 1926

20	E. S. Vincent vs. Robert Sheehan and M. E. Sheehan. Entered June 2, 1926 Spo. Greeley (Reg. pd) $2.25	Of No. 161 May 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 Five Hundred Dollars, with interest from May 3, 1926 being the amount now due on the original judgment. Debt $500.00 Int. from May 3, 1926. Sh. page 182. Judgment V. L. Greeley, Prothy

March 7 1928 The above judgment Satisfied of record. (See paper filed.)

SEPTEMBER TERM, 1926

21

Geo. S. Seaman and Ambro. B. Barlow, Executors of Joseph E. Barlow, deceased,
vs.
G. L. Wood
Entered June 2, 1926.
Pro. Speeley (Pd by Barlow) 2.50

Of No. 35 Sept. Term, 1921, and No. 172 May Term, 1921.
Amicable Scire Facias sur Judgment.

It is agreed that the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgments, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said county and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment notes, for the sum of Four hundred ninety-one and 46/100 Dollars, being the amount of debts, interest and costs now due on the original judgments.

Debt $491.46
Int. from June 9, 1926
W. $.100.
Judgment
L. Speeley, Prothy.

Nov. 12, 1928 Received satisfaction in full of the above judgment debt, interest and costs and Prothy is directed to mark same satisfied, and the original entries of same

Seaman & Barlow Exrs
Joseph E. Barlow Deceased
per G. B. Barlow

SEPTEMBER TERM, 1926

b. Victor Johnson ☆ 22	Petition of RW. Spaulding for Appointment of himself as Park Policeman for Red Gables park and picnic grounds in Woodcock Township Entered June 7, 1926 Spo. Greeley (Atty's fee) $3.00	Now, to wit, June 7, 1926, upon presentation of the above and foregoing petition and after due consideration thereof, RW. Spaulding is hereby appointed a camp policeman, upon his own petition. Seriatim. (See paper filed) Same day, Certificate of appointment issued.

SEPTEMBER TERM, 1926

Boland & Boland — United Oil Manufacturing Company, Incorporated, Plaintiff, vs. Edward D. Mosbacher, Walter H. Mosbacher and Frank Whitehill, Defendants. Entered June 7, 1926.

23

Leland J. Culbertson and Stuart A. Culbertson for Edward D. Mosbacher and Walter H. Mosbacher July 3 1926

John Schuler jr Frank Whitehill

Pro. Greeley 7.50
Shff. Jones 2.20
F.G. McMillin, Constr. 1.20
Atty 3.00

June 7, 1926. Petition filed for a declaratory decree, defining and declaring the rights, status and legal relations existing between plaintiff company and each and every one of said defendants under the terms and conditions of a contract annexed (by copy) to said petition, and the facts and conditions set forth in said petition, as affecting the property and business known as the White Inn, located at Broadford Bridge in Hayfield Township, said real estate consisting of three pieces of land described in said petition.

Order: Now, June 7, 1926, upon presentation of the within petition, rule to show cause why relief should not be granted as prayed for, is granted, returnable to Tuesday, July 6, 1926, at ten o'clock A.M., at which time all persons in interest may appear and file answer admitting or denying any matter alleged in this petition, and show cause why this rule should not be made absolute and a time fixed for hearing on said petition. It is further ordered that all persons in interest be given 10 days notice of this proceeding, by having served on them a true copy of this petition and order. Per Curiam. (See petition filed)

June 11, 1926, the following return of the Sheriff is endorsed on the original petition in this case: Served the within named Frank Whitehill, on June 11, 1926, at his residence No. 498 Randolph Street, Meadville, Crawford County, Penna, by handing and leaving with him a true and attested copy of the within writ, and making known to him the contents thereof. So answers Chas. H. Jones, Sheriff.

June 15, 1926 F.G. McMillin, Constr., makes return of personal service of petition in this case, upon Edward D. Mosbacher and Walter H. Mosbacher et al. (See back of petition)

July 2, 1926, Answers of respondents, Edward D. and Walter H. Mosbacher, filed. And service by copy accepted by Atty for petitioner.

July 6, 1926. Answer of respondent Frank Whitehill filed.

And now, July 6, 1926, 10 o'clock A.M. in open Court, it appearing that all parties in interest have been legally notified of this proceeding, a full hearing upon the entire proceeding is fixed for the 1st Monday of August, 1926, at 10 o'clock A.M., - leave being granted to take testimony before a commissioner to be agreed upon between counsel for parties interested. By the Court. (See paper filed)

Aug. 2, 1926. Amendment to answer of respondents allowed and filed. Per Curiam. (See paper filed)

Aug. 2, 1926 (See paper filed) Hearing continued to 4th Monday of Sept. next. Per Curiam.

Now, Nov 18, 1926
The above case settled of record and discontinued with all costs paid,
Boland & Boland
Per - F.L. Boland

Jan 6 1927 Recd of Pff Ten and 90/100 Dollars as costs
V.L. Greeley Pro
Jan 6 1927
Recd of Pro Greely $2.20 my costs
Chas H Jones Sheriff

Jan 6 27
Recd of Pro Greely
F.G. McMillin Constr Costs $1.20
for which I settled with
F.G. McMillin Chas H Jones Sheriff

SEPTEMBER TERM, 1926

24

✓ Mrs Jennie Mattocks
vs.
✓ James L. Hosick ad
✓ John K. Hosick
Entered June 8 1926
Pro. Greeley Pd by Plff $2.25

Of No. 158 May 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 Two Hundred ninety-seven and 5/100 Dollars, being the amount of debt, interest and costs now due on the original judgment.

Debt $297.05
Int. from May 23, 1926

No. page 110. Judgment.
V. L. Greeley, Pro.

Sept 26 1931 Rec'd Satisfaction in full debt interest and costs on the above judgment
Jno. S. Jennie Mattocks.

SEPTEMBER TERM, 1926

J. D. Roberts
Thomas v Thomas
11/2/28

25

Mrs. Jennie Snyder to the use of Effie W. Cutler, now to the use of Murray McCullough
vs.
Agness B. Rummer Wykoff
Entered June 8, 1926

Pro. Greeley (use of Pff) 2.25
Atty (use of Pff 3.00
Atty W. W. Henderson last rec. 3.00
(included in judgt. debt)

Of No. 36 September Term, 1921.
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 Twelve hundred twenty two and 70/100 Dollars, being the amount of debt interest and costs now due on the original judgment.

Debt # 1222.70
Int. from June 9, 1926
Judgment
V. L. Greeley, Pro.

W. fp. 245

Fi Fa no 55 Feby Term 1928

SEPTEMBER TERM, 1926

26	L. K. Mathews vs. W. R. Holmes Entered June 9, 1926 Bro. Greeley Dft. pd $2.25	Of No. 168 May Term, 1926 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 Twenty-two hundred Dollars, with interest from June 9, 1926, being the amount of debt, interest and costs now due on the original judgment Debt $2200.00 Int. from June 9, 1926. No. page 110. Judgment V. L. Greeley, Pro. June 9, 1931, Amicable Sci. Fa. to No. 41 Sept. Term, 1931.

SEPTEMBER TERM, 1926

Leland J. Culbertson Stuart A. Culbertson 27	Petition of Samuel L. Post for appointment of a Guardian for Walter S. Post, of Rome Township, as a person of weak mind. Entered June 15, 1926 Bro. Greeley 6-27-28 paid 5.00	June 15, 1926, Petition presented in open court and filed. B. Page And now, June 15, 1926, upon consideration of the within petition, an order is made ordering a hearing to be held to determine the facts herein set forth, on July 6, 1926 at ten o'clock A.M. Ten days notice to be given Walter S. Post, and mother and father and sisters. Per Curiam. July 6, 1926. Proof of service of notice on respondent and next of kin filed. Decree: And now, July 6, 1926, upon consideration of within case and testimony taken in open court, the said Walter S. Post is adjudged a person of weak mind and unable to care for his property; and Frank E. Bellen is hereby appointed guardian for the purpose aforesaid. Bond to be furnished in the sum of Two hundred Dollars, to be approved by the court. By the court. (See paper filed) July 6, 1926, Bond of Frank E. Bellen, Guardian, with R.B. Maynard and Samuel L. Post as sureties, in the sum of $200.00, approved by the court and filed. May 7th, 1928, Petition of parties for sale of real estate, filed. Order: And now, May 7th, 1928 upon consideration of the within petition and exhibit thereto attached, it appearing to the Court that it is necessary for the proper adjudication of the estate of the said Walter S. Post, that the property be sold as hereinbefore prayed for, it is ordered, adjudged and decreed, that Frank E. Bellen, guardian of Walter S. Post, a person of weak mind, be and is hereby authorized and directed to make sale of the said real estate or of such interest in real estate as the said Walter S. Post may have, at public sale after due and proper notice according to the rules of Court and the Act of Assembly in such cases made and provided. Returnable to first Monday of July 1928. Per Curiam. June 4, 1928, Petition for amendment of Petition to sell real estate, filed May 7, 1928, presented in open Court and filed. Order: And now, June 4, 1928, upon consideration of the foregoing petition, the amendment is allowed as prayed for, and the within description of the second parcel shall take the place of the second parcel named and described in the former petition heretofore presented. Per Curiam.

Record continued from page 458.

SEPTEMBER TERM, 1926

Albert L. Thomas Fred L. Riebort 28	- Petition of T.P. McGuire and D.L. McGuire for the appointment of a Police officer for Public Grounds and place of amusement, conducted at Conneaut Lake, Penna., under the name of Oakland Beach. Entered June 15, 1926 # Geo. Greeley (paid) 3.00	Now, June 15, 1926, upon presentation of the foregoing petition and after due consideration thereof, it is ordered, adjudged and decreed that George A. Fallon, be and he is hereby appointed as policeman with 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 Assembly of this Commonwealth in and upon the grounds and property of T.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, land and alleys, waters and grounds occupied by or used in connection with the operation of said Summer resort known as Oakland Beach. This appointment to become 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. Prather, P.J. June 15, 1926, Certificate of appointment issued.

SEPTEMBER TERM, 1926

J. E. Bossard
29

Ralph W. Shoop
vs.
John Savalan
Entered June 15, 1926
Geo. Greeley 7-17-26 paid 2,50

June 15, 1926. Petition for sale of personal property to satisfy lien for storage, etc., presented in open court and filed.

And now, June 15, 1926, upon consideration of the foregoing petition, it is hereby ordered and decreed that Chalmers Touring Car Motor No. X4419, Car No. Y 6946, be sold at public sale for the payment of storage charges due thereon to the above named plaintiff, and that notice of said sale be given by publication in the Meadville Tribune Republican once each week for a period of two weeks, and that six handbills be posted in public places of the most public places of the property to be sold, at least twenty days before the time of said sale, and that a copy of said notice shall be mailed to said defendant at his last known post office address, postage prepaid, which said notice shall be mailed at least ten days before the date of said sale. (Signed) Thos. J. Grather, P. J. (See petition filed)

SEPTEMBER TERM, 1926

Arthur L. Bates
30

Thomas & Kiebat for
D. A. Burt. July 3, 1926 V.L.G. Pro

6. Victor Johnston
for Rule of Geo. W. Hall

J. R. Watkins Company
vs.
W. R. Sulver,
D. A. Burt and
George W. Hall.
Issued June 16, 1926

Tax & writ (paid by Atty)	2.00
Chas. Jones	11.40
Chas. Greeley	3.75
Atty	3.00

Summons in Assumpsit, Returnable to the first Monday of July next.
June 16, 1926, Plaintiff's Statement of Claim filed.
Writ returned: Served the within named defendants on June 18, 1926, to wit, W. R. Sulver, by handing to him and leaving with him a true and attested copy of the within summons together with a true and attested copy of plaintiffs statement of claim, at his residence in Greenwood Township. The within named defendant, D. A. Burt served in the same manner and date, at his residence in Pine Township. The within named defendant George W. Hall served in the same manner and same date as above defendants, at his residence in Greenwood Township, by myself personally. So answers Chas. H. Jones, Sheriff.

On Appr. List for May Term, 1927, No. 5 "Settled."

July 14, 1926, On motion of plaintiffs attorney judgment is entered in favor of plaintiff and against defendants W. R. Sulver and George W. Hall, for want of an appearance and affidavit of defense, and liquidated at the sum of Eight hundred sixty-three Dollars, Sixty-nine cents, with interest thereon from April 1, 1926, with costs of suit. (See paper filed)

Debt $863.69
Int. from April 1, 1926.
Judgment
V. L. Greeley, Prothy.

6. page 133, A. page 85

Now June 7, 1927, The Prothonotary is directed to satisfy the judgment entered in this case as to D. A. Burt and George W. Hall.
Thomas & Kiebat
Attys. for D. A. Burt
Assignee of J. R. Watkins Co., plaintiff.

And now, Aug. 21, 1926 Judgment is entered against deft. D. A. Burt, for the sum of Eight hundred sixty-three & 69/100 Dollars, with interest from April 1, 1926, for want of an affidavit of defense. (See paper filed)

Debt $863.69
Int. from April 1, 1926
Judgment.
V. L. Greeley, Prothy.

Bn. page 180-

Fi. Fa. to No. 103 Sept. Term, 1926.
Oct 27 1926 The above judgment assigned to D. A. Burt of Linesville Pa (See Fi Fa.)
Dec. 30, 1926 Assignment of above judgment to D. A. Burt signed by plaintiff, filed.
Alias Fi. Fa. to No. 53 Feb. Term, 1927.

And now, April 18, 1927, Rule to show cause granted why judgment in this case should not be opened as to George W. Hall, all proceedings stayed in the meantime, lien of levy to remain, returnable to next term.
(See paper filed)
Per Curiam

May 7, 1927. Answer of D. A. Burt to petition to open judgment filed.

SEPTEMBER TERM, 1926

Clarence J. Bryan
Donald L. Thompson
31

John O'Mc Clintock
Bruce Jos. McClintock 7-3-26

The First National Bank of Alcion, Ga.,
vs.
Bassins Smith, one of the partners in a partnership, composed of Bassins Smith and E. S. Smith, formerly trading as Smiths Clothing Company.
Issued June 16, 1926.

Tax & writ (Atty pd) #	2.00
Shff. Jones,	2.60
Pro. Fs. for County,	8.50
Jury Fee	4.00
Atty	3.00

Summons in Assumpsit; Returnable to First Monday of July, 1926.
June 16, 1926 Plaintiffs Statement of demand filed.
Sept. 11, 1926, Affidavit of defense filed.
And now, Oct. 16, 1926, comes the plaintiff by its attorney and enters a rule upon the defendant, Bassins Smith, for judgment for want of a sufficient affidavit of defense. (See paper filed.)
On Argt. List for Nov. Term, 1926, No. 3.
And now, Nov. 22, 1926 Motion for amendment of affidavit of defense filed and upon presentation of same in open Court, the affidavit of defense heretofore filed is ordered amended by adding thereto paragraph 11 as set forth in said motion. (See paper filed) Per Curiam.
Nov. 29, 1926, Further amendment to affidavit of defense, to wit, paragraph 12 thereof, allowed by the Court and filed.
Now, Feb. 12, 1927, Rule for judgment is discharged. (See opinion filed) Per Curiam.
On Trial List for 2d Monday of Jan. 1928, No. 1.
And now, January 9, 1928, Jury called and sworn as follows: 1- Joseph Kingsley, 2- Geraldine Minium, 3- J. W. Green, 4- Porter Greenfield 5- Harry Palmer, 6- Mrs. W. H. Thompson, 7- Ruth Dutton, 8- R. E. Vosburg, 9- R. J. Wheelock, 10- J. J. Rodgers, 11- Mrs. J. Earl Rossiter, 12- Miss Jane Reynolds: twelve good and lawful persons, who upon their solemn oaths which they have taken, say, January 10, 1928, they find for the plaintiff in the sum of Two thousand three hundred forty-eight Dollars and seventy-three cents ($2348.73). Sum. 226; Firm 139.
Jany 9, 1928, Plffs and Defts. points filed.
Jan. 12, 1928 Motion by Deft. for judgment N. O. V. filed and rule to show cause granted. Per Curiam (See paper filed)
Jan. 12, 1928, Motion by Deft. for a new trial filed and rule to show cause granted. Order granted on Stenographer to transcribe and file testimony and charge of Court. Per Curiam. (See paper filed)
Jan. 17, 1928 Testimony and charge of Court, taken by Stenographer filed.
Jan. 26, 1928, Additional reasons on part of defendant, assigned for reasons why judgment n.o.v. should not be entered, filed.
Jan. 26, 1928, Additional reasons assigned by defendant for new trial, filed
On Argt. List for Feb. Term, 1928, No. 5 Feb. 28, 1928, Argued by Counsel.
Now, January 7, 1929, defendants rule to show cause why judgment should not be entered in favor of the defendant non obstante veredicto, is made absolute, and judgment is hereby entered in favor of the defendant and against the plaintiff, with costs of suit.

See margin

Defendants motion and rule to show cause why a new trial should not be granted, is hereby discharged.
Per Curiam.
(See opinion of Court filed)
Judgment.
1929 Jan 12, V. R. Greeley, Prs.

SEPTEMBER TERM, 1926

John O. & Walter J. McClintock
32

Aug. 17 1926 Rec'd of Plff by atty Thirteen and 90/100 Dollars Shff and Prothys costs
V. L. Greeley Pro

Aug. 17 1926 Recd from Pro. V. L. Greeley $6.85 in costs of within writ
Chas. H. Jones. Sheriff.

C. A. Graff
vs.
Clarissa E. Graff
Issued June 16, 1926

Jay & wife (Plff. pd)	#	3.00
Shff. Jones		6.05
J. D. Roberts, Master, Pd		25.00
Geo. Greeley		7.85
Atty.		3.00

Subpoena in Divorce.

And now, June 16, 1926, Subpoena awarded, Returnable first Monday of August, 1926.

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

Subpoena returned: Served the within subpoena in divorce on the respondent personally, on the 18th day of June, 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, Aug. 2, 1926, On motion in open Court, J. D. Roberts, Esq. is appointed Master to take testimony and make report thereof to the Court. By Hon. Thos. J. Prather, P.J. (See Paper filed) Comm. issued

Aug. 26, 1926, Testimony and report of Master filed.

On Argt. List for Sept. term, 1926 No 29.

Now, Oct. 25, 1926, After due consideration a divorce is decreed as prayed. 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 thereon duly taken and filed of record and it appearing to the Court that the cause set forth in said libel are true, it is by the Court ordered, adjudged and decreed.

That the said C. A. Graff be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him the said C. A. Graff the libellant, and the said Clarissa E. 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

SEPTEMBER TERM, 1926

Otto Kohler 33	F. M. Rumsey vs Elizabeth Shample, Administratrix c.t.a. of estate of Jacob Shample deceased. Issued June 17, 1926. Tax & writ (Atty Ecrell) paid 2.00 Shff. Jones	Summons in Assumpsit; Returnable to first Monday of July next. June 16, 1926. Action indexed in Judgt. Index against said decedent Jacob Shample, also known as Jacob Schample, and also against his said administratrix, Elizabeth Shample, as per praecipe filed. Sh pages 208 & 186

SEPTEMBER TERM, 1926

34

T. J. Bentley & Son
vs.
Fred G. Keep
Entered June 19, 1926
Pro. Greeley (Pff. pd) # 2.25

Of No. 203 May 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 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 twenty-five Dollars, with interest thereon from Dec. 11, 1925, being the amount of debt, interest and costs now due on the original judgment.

Debt # 225.00
Int. from Dec. 11, 1925.

K. P. 146.

Judgment
V. L. Greeley, Prothy.

Feby 16 1927 The above judgment satisfied of record. (See paper filed.)

SEPTEMBER TERM, 1926

35

T. J. Bentley & Son
vs
Fred S. Keep
Entered June 19, 1926
Bro. Speeley (Plff. pd) # 2.25

Of No. 204 May 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 defendant by the Sheriff of said county and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of One Hundred Dollars, with interest thereon from Dec. 18, 1925, being the amount of debt, interest and costs now due on the original judgment.

Debt # 100.00
Int. from Dec. 18, 1925

K.J. 146

Judgment
W.L. Speeley, Prothy

Feby 16 1927 The above judgment satisfied of record. (See paper filed.)

SEPTEMBER TERM, 1926

August Delp 36	George W. Kirkpatrick vs.	Of No. 232 May Term, 1926. Attachment Execution, Returnable to the first Monday of July next. To attach all debts due to the deft by the Meadville Buick Company, and all moneys or deposits in its possession due or belonging to the said defendant, and summon it as garnishee.
Thomas & Thomas for Garnishee	L. L. Kottraba, Deft. Meadville Buick Company, Garnishee. Issued June 19, 1926.	Sept. 4, 1926, Interrogatories to Garnishee filed, and Rule on Garnishee to answer within ten days. Same day, Service of Rule and Interrogatories accepted by Thomas & Thomas, Attys for Garnishee
	Tax writ (Atty pd) $2.75 Shff. Jones	Sept. 14, 1926. Garnishees answers filed.

SEPTEMBER TERM, 1926

Wesley B. Best ~
Frampton & Courtney ~

37

H Earl Wasson ~

Reese Bellows, ~
Elizabeth Bellows, ~
A. May Bellows, ~
Nell B. Ande ~

vs.

Agusta K. Bellows.
Issued June 21, 1926

Tax & writ (Attys paid) # 2.00
Shff. Jones 8.80
Pro. Greeley, 3-13-28 dis. pd 1.00
Atty 3.00

Summons in Assumpsit; Returnable to First Monday of July next.
June 21, 1926, Statement of claim filed, and copy certified to Sheriff.
Writ returned. Served the within named deft. on June 25, 1925, at her residence No. 315 West Spruce Street, Ittiville, Pa., by handing to and leaving with her a true and attested copy of the within summons, together with plaintiff's statement of claim and making known to her the contents thereof. So answers, Chas. H. Jones, Sheriff.
July 10, 1926, H. Earl Wasson, Esq., appears as attorney for Augusta K. Bellows, defendant. (See paper filed)

Mch 13 1928 Rec'd of Prothy Greeley Fifty dollars 2.00 cost Atty 3.00 in this case
Frampton & Courtney
Attys for Plff

Mch. 13" 1928 Rec'd of S. L. Greeley. Pro. *8.80 my costs.
Chas H Jones Shff.

Act 12" 1927 This case is hereby discontinued
Wesley B. Best
Frampton & Courtney
Attys Plaintiff

SEPTEMBER TERM, 1926

Leland J. Culbertson Stuart A. Culbertson 38	Peter Hogue vs. Leona Chamberlain and Frank Chamberlain, her husband. Issued June 23, 1926 Tax & writ (Atty pd) $3.00 Shff. Jones,	Replevin for the following described goods: One bed, mattress and springs; 1 dresser, 1 washstand, 2 leather chairs, 1 stand, 1 rug, 1 overcoat, 1 bed cloth; of the value of One hundred fifty Dollars; Returnable to the first Monday of August next. June 23, 1926 Affidavit of value filed. June 23, 1926. Bond of Plff. with Harry Hogue and Walter P. Hogue as sureties, in the sum of $300.00, approved and filed. June 23, 1926 Plaintiffs Statement of Demand filed

SEPTEMBER TERM, 1926

Stuart A. Culbertson

vs.

39

Urban A. Balizet

Issued June 24, 1926

Oct. 6, 1926 Received from Plffs. Atty, $5.85 being Rec. Hood 50¢; Shff. Jones $2.60, and Pro. Greeley Sat. $2.35

V.L. Greeley, Pro.

Oct. 6, 1926 Recd from Pro. Greeley 50¢ my costs.

J.C. Hood, Recorder

Oct. 6, 1926 Recd from Pro. Greeley, $2.60, Shffs costs.

Chas. H. Jones, per A. T. Herrick

Leland J. Culbertson or Ivan Culbertson

vs.

Urban A. Balizet

Issued June 24, 1926

Tax + writ (plff. pd)	#	2.75
Rec. Hood		.50
Shff. Jones		2.60
Pro. Greeley		2.50
Atty		3.00

Scire Facias sur Mortgage recorded in Mortgage Book Vol. 138, page 14; Returnable to first Monday of July, 1926

June 24, 1926. Affidavit as to title to land, and default, filed.

Writ returned: Served the within named defendant on June 24, 1926, by personally handing to and leaving with him a true and attested copy of the within writ, and making known to him the contents thereof.

So answers Chas. H. Jones, Sheriff.

And now, August 2, 1926, On motion in open Court, judgment is granted against defendant for want of an appearance and affidavit of defense, and liquidated at the sum of Fifteen hundred forty-five and 39/100 Dollars. (See paper filed)

Per Curiam.

Debt # 1645.39

Ba. fa. 164. Int. from Aug. 2, 1926.

Judgment

V.L. Greeley, Prothy.

And now Oct. 6, 1926, received satisfaction of the above judgment, debt, interest and costs.

Stuart A. Culbertson,

Atty for Plffs.

SEPTEMBER TERM, 1926

Thomas + Thomas
40
A. C. & C. M. Johnston,
O. Clare Kent
July 1. 1926 Pltf's Pro

N. L. Brush
vs
Frank L. Andrews
Issued June 25, 1926

		#
Tax + writ (Pd by Plff)	2.00	
Shff. Jones, (paid)	3.60	
Pro. Speeley	5.25	
atty	8.00	
Jury fee	4.00	

Summons in Assumpsit, Returnable to First Monday of July next.

June 25, 1926. Plaintiffs statement of claim filed, and copy certified to Sheriff.

Writ returned: Served the within named Deft. June 26, 1926, at Pennant Lake Park, Pa., by handing him a true and attested copy of within summons and making known to him the contents thereof. Deft. was served with Plffs. statement of claim June 28, 1926.

So answers Chas. H. Jones, Sheriff.

July 10, 1926. Affidavit of defense filed. Service accepted.

On Trial List for 1st Monday of Oct. 1926. Nov 4

On Trial List for 1st Mon. of Jan. 1927. Nov 4

And now, January 6, 1927, Jury selected and sworn as follows: 1- Charles Smith, 2- A. B. Wilson, 3 William N. McDonald, 4- E. P. Bullum, 5- Wesley Mc Daniel, 6- Seth Orr, 7- W. R. Widdecombe, 8- Jason B. Scott, 9 W. J. Morford, 10- Mrs. Lena DeGrange, 11- Mrs. Ira Van Matre, 12- A. H. Gehring: twelve good and lawful persons, who upon their solemn oaths which they have taken, say, same day, they find for the defendant

Br. page 43

Br. p. 43.

Judgment on Verdict, vs Plaintiff, Jan. 12, 1927
V. L. Greeley, Prothy.

Jan 8 1927 Recd of O. Clare Kent atty Four Dollars Jury fee
V. L. Greeley Pro

Jan 10 1927 Recd of Pltf Twelve and 25/100 Dollars to apply on costs
V. L. Greeley Pro

Jany 10/1927 Received from V. L. Greeley, Prothy $7 1/2 Costs in this case.
O. Clare Kent Plff's Atty.

SEPTEMBER TERM, 1926

b. Victor Johnson 41	Petition of R. W. Spaulding for appointment of J. Martin Kimmunen as a policeman for park purposes upon the premises known as Red Gables, in Woodcock Township Entered June 25, 1926. $ Poo. Greeley (paid) 3.00	Now, to wit, June 17, 1926 upon presentation of the above and foregoing petition, and after due consideration thereof, J. Martin Kimmunen is hereby appointed park policeman, on petition of R. W. Spaulding Per Curiam (See petition filed.) June 25, 1926 Certificate of appointment issued.

SEPTEMBER TERM, 1926

John O. McClintock
Walter J. McClintock
42

Jennie L. Van Slyke
vs
Clark Van Slyke
Issued June 26, 1926

Jay twist (Lib. paid)	#	3.00
Shff Jones		3.25
D. Andrews, Master pd		25.00
Pro. Greeley		7.85
Atty		3.00

Subpoena in Divorce
And now, June 26, 1926, subpoena awarded, Returnable to first Monday of August next.
(Signed) Thos. J. Prather, P.J.
Subpoena returned: Served the within subpoena in divorce on the respondent personally, on the sixth day of July, 1926, 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
Charles A. Jones, Sheriff

And now, Aug. 2, 1926, On motion in open Court, Dickson Andrews, Esq., is appointed Master to take testimony in this case, and make report to the Court. By Hon. Thos. J. Prather, P.J.
(See paper filed) Comm. issued.

Sept 27-1926 Rec'd of Pelf & atty Eleven and 10/100 Dollars. Shff and Printhy costs.
V. C. Greeley Pro

Sept 27 1926 Rec'd of Pro Greeley Three and 25/100 Dollars my costs
Chas A Jones
Sheriff

Sept 16-1926 Testimony and Report of Master filed.
On Argt. List for Sept. Term, 1926, No. 30.
Now, Oct. 25, 1926, After due consideration, a divorce is decreed as prayed and at 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 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 Jennie L Van Slyke be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Jennie L. Van Slyke the libellant, and the said Clark Van Slyke 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, 1926

Donald C. Thompson
43

Donald C. Thompson
vs.
Mrs. Christina Noonan
Issued June 26, 1926.

Pro. Greeley (paid)	$ 2.25
Pro. G. since	1.25
Plff. on orig'l	1.52
Atty	3.00

Of No. 221 May Term, 1921.
Scire Facias to revive and continue the lien of the above judgment. Returnable to first Monday of August, 1926.

Aug. 2, 1926. Writ returned with acceptance of service and confession of judgment attached; to wit:

"And now, to wit, July 31, 1926, comes Mrs. Christiana Noonan (widow, dept.) and accepts service of the within writ of Scire Facias, with the same force and effect as though it had been served upon her by the Sheriff of Crawford County; and confesses judgment against herself and in favor of the plaintiff, for the sum of Fifty-four and 7/100 Dollars, being the amount of debt and interest now due and owing on the original judgment.

Debt $ 54.07
Int. from July 31, 1926
Judgment Aug. 2, 1926
D. L. Greeley, Prothy.

N. P. 83

Sept. 30, 1930 - Received payment in full of this debt, interest and costs, and I direct the Prothonotary to mark this judgment, and the original judgment at 221 may Term, 1921, satisfied of record.

Donald C. Thompson.

SEPTEMBER TERM, 1926

44

✓ In re Surety Company

✓ Union Indemnity Company, located at New Orleans, La.
Entered June 28, 1926

Spo. Greeley (pd guar fee) #2.25
costs 4-5-26 paid 2.00

June 28, 1926. Certificate of Insurance Commissioner, and Financial Statement March 31, 1926, filed.

July 1, 1927. Financial Statement as of Mar 31, 1927, filed. (Fee #1.00 paid)

March 30, 1928. Certificate of Insurance Commissioner of Penna, dated March 21, 1928, and Financial Statement as of Dec. 31, 1927, filed.

May 16 1928 Financial Statement as of March 31 1928 filed #1.00 fees paid

March 18, 1929, Financial statement as of Dec. 31, 1929, filed. #1.00 fee pd.

May 24 1929 Financial Statement as of March 31 1929 filed. 1.00 fee paid

April 5, 1930, Financial Statement as of Dec. 31, 1929, filed. #1.00 fee paid.

April 13 1931 Financial Statement as of Dec 31 1930 filed. 1.00 fee paid

Mar. 24, 1932 - Financial statement as of Dec. 31, 1931 filed, 1.00 fee paid

SEPTEMBER TERM, 1926

Arthur L. Bates 45	New First National Bank of Meadville vs. Agness B. Wyckoff, alias, or formerly, Agness W. Rummer. Entered June 28, 1926 Bro. Greeley (Dft.'s) $ 2.25 Atty. 3.00	Of No. 95 November Term, 1920 Amicable Sci. Fa. sur Judgment. The Plaintiff and Defendant above named hereby agree to revive the above judgment amicably for the sum of $698.26, with interest from June 30, 1922, and costs; and authorize the Prothonotary to enter judgment of revival of the same upon the record, with the same effect as if a Scire Facias had been issued and served by the Sheriff on Defendant, and return thereof made; and judgment of the same entered according to law and Rules of Court, to continue and revive the lien of said judgment. Debt $698.26 Int. from June 30, 1922. W.p.m.s R.p.93 Judgment V. L. Greeley, Prothy.

SEPTEMBER TERM, 1926

46

W. T. Smith, use of
vs
Mrs. W. B. Bell, otherwise
Katherine Bell, and
W. B. Bell
Entered June 30, 1926.
Bro. Greeley (Dept'd) # 2.25

Of No. 69 September Term, 1921.
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 Fifteen hundred twenty-seven and 75/100 Dollars, with interest from June 30, 1926 being the amount now due on the original judgment.

Debt # 1527.75
Int from June 30, 1926
Judgment

Be. Jpp. 102-167.

D. L. Greeley, Prothy

June 27, 1931. Amicable Sci. Fa. to No. 76 Sep. T. 1931.

SEPTEMBER TERM, 1926

Charles B. Stegner
47
H. J. Sisderan
Aug 2, 1926

Florence Harvey Sterling
vs.
Leonard L. Sterling
Issued July 3, 1926.

Jay & Wirt (paid) $ 3.00
D. P. Roberts on sub. 1.45
Geo. Eldred, Master
Pro. Greeley,
Atty,

Subpoena in Divorce.

And now, July 3, 1926, subpoena awarded, Returnable to First Monday of August next.

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

Subpoena returned: Served the within subpoena in divorce upon the respondent, Leonard L. Sterling at his home in Titusville, Pa., on July 7, 1926, by handing to him a true and correct copy thereof and by making known to him the contents thereof. (See affidavit of service by D. P. Roberts constable for 4th Ward, Titusville, on back of Subpoena in Divorce)

Sur petition of libellant;

And now, Aug. 2, 1926, the within petition having been read and considered, the Court grants a rule upon Leonard L. Sterling, the respondent, to show cause why he should not pay the sum of $200.00, for the support of libellant during the pendency of said action, and for her costs and expenses in maintaining the same. Returnable to next term. Per Curiam (See paper filed)

And now, Sept. 13, 1926, Geo. Eldred, Esq., is appointed Master, to take testimony in the above cause and make report on same to the Court. Per Curiam. (See paper filed) Com. issued.

On Argument List for Sept. Term, 1926, No. 12. "Continued."

SEPTEMBER TERM, 1926

X

Thomas & Kiebort

48

Received of Pro. Greeley $2.60 my costs on within writ.

Chas H Jones, Sheriff -
Per. H H Jones, Sept. 13" 1926

Sept 13 1926 Rec'd of Plff by attys Ten and 45/100 Dollars Shff + Prothys costs.

V. L. Greeley Pro

Clara V. Batteiger
vs.
Earl Batteiger
Issued July 6, 1926

Jas. & writ (paid)	3.00
Shff. Jones	2.60
Shff. Bone (Atty pd)	7.90
Master - paid -	25.00
Pro Greeley	7.85
atty	3.00

Subpoena in Divorce.

And now July 6, 1926, subpoena awarded, Returnable to first Monday of September next.

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

Subpoena returned: July 10, 1926, Served the within Subpoena in Divorce upon the respondent, by handing a true and attested copy of same personally, at his place of business near Clarksville, Pa., at 9:00 P.M., and reading and making known to him the contents thereof. So answers W. A. Bone, Sheriff.

Now, Aug. 2, 1926, The within writ served personally, as per return of Mercer County, Pa., Sheriff, attached hereto.

So answers, Chas. H. Jones, Shff.

And now, Sept. 7, 1926, Roy D. Peters, Esq. is hereby appointed Master.

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

(See paper filed)

Sept. 14, 1926. Testimony and Masters report filed.

On Argt. List for Sept. Term, 1926, No. 31.

Now, Oct. 25, 1926, After due consideration, a divorce is decreed as prayed, and at 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 Clara V. Batteiger be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her the said Clara Batteiger the libellant and the said Earl Batteiger 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, 1926

Wesley B. Best

49

Sept 14 1926 Rec'd of Pltff by attys Ten and 70/100 dollars Shff & Prothy costs
V. L. Greeley Pro

Sept. 14th 1926 Received of Pro. Greeley $2.85 Being my costs.
Chas H Jones Sheriff
Per LHJ

Rose Leonard, a minor, by her next friend and mother, Antoinette Blondiaux (Blondeaux)
vs.
Victor R. Leonard
Issued July 6, 1926

Tax & writ (pd by Atty)	#	3.00
Shff: Jones		2.85
Paul E. Thomas, Master (paid)		25.00
Pro Greeley		7.85
atty		3.00

Subpoena in Divorce.
And now, July 6, 1926, subpoena awarded. Returnable to first Monday of September next.
(Signed) Thos. J. Brather, P.J.

Subpoena returned: Served the within subpoena in Divorce on the Respondent personally on the 6th day of July, 1926 by delivering to him a true and attested copy of within writ and making known to him the contents thereof, as appears from affidavit as above. So answers Chas. H. Jones, Shff.

And now, Sept. 7, 1926 Paul E. Thomas Esq. is appointed Master in above case. (See paper filed) (Signed) Thos. J. Brather, P.J.

Sept. 14, 1926 Testimony and Masters report filed.

On Arg. List for Sept. Term, 1926, No. 32.

Now, Oct. 25, 1926 After due consideration, a divorce is decreed as prayed and at cost of respondent.
Per Curiam

Decree - And now, to-wit, Oct. 25, A.D. 1926 this cause came on to be heard on libl, subpoena, subsequent proceedings, and evidence therein duly taken and filed of record, and it appearing to the court that the causes set forth in said libl are true, it is by the court ordered adjudged and decreed

That the said Rose Leonard be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Rose Leonard the libellant and the said Victor R. Leonard the respondent.

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

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

And it is further ordered and decreed that the said Victor R. Leonard shall not marry the said Co-respondent during the life time of the said Rose Leonard
(See paper filed) Per Curiam

SEPTEMBER TERM, 1926

L. W. Benedict 50	John J. Antill vs. Nellie J. Antill Issued July 6, 1926. Jay & Wirt (Atty's fee) # 3.00 A. L. Eddy, Const. (paid) 2.25	Subpoena in Divorce And now, July 6, 1926. Subpoena awarded. Returnable to next term. (Signed) Thos. J. Prather, P.J. Subpoena returned: Served on the within named respondent, Nellie J. Antill, at Troy Tp., Crawford County, Pa., on the 28th day of July, 1926, by handing to her and leaving with her a true and attested copy thereof, and by notifying her of the contents thereof. So answers A. L. Eddy, Const'k (See affidavit on subpoena)

SEPTEMBER TERM, 1926

Donald C. Thompson

51

Oct 12 1926 Rec'd of Peffs atty Six Dollars as costs
V. L. Greeley Pro

Petition of Homer V. Smith for appointment of a Guardian for Homer Smith, Sr. aged 69 years, of the City of Meadville as a person of weak mind

Entered July 6, 1926

Pro. Greeley	$5.00
Dis	1.00

July 6, 1926 Petition & joinder by members of family, presented in open Court and filed. Sm. F. 209.

And now, July 6, 1926 upon hearing the within petition, it is hereby ordered that a hearing thereon be and the same is hereby fixed for Aug. 2, 1926 at ten o'clock A.M., of which hearing ten days written notice shall be given personally to the said Homer Smith, Sr. Per Curiam. (See petition)

July 9, 1926 Proof of service of notice on Homer Smith, Sr., respondent, filed.

And now, to-wit: October 12, 1926, Homer Smith, Sr., having died at the Mercer Sanitarium, Mercer, Pa., on July 22nd, 1926, I therefore discontinue this case.

Donald C. Thompson,
Attorney.

Bolard & Bolard

52

Sept. 30, 1941, Paid Tribune Publishing Co. costs of adv. fifth acct. #5.50 by check #982. P.O.S.

July 17, 1929. Recd of J.A. Bolard, Esq., #5.00, to cover costs of advertising a/c. V.L. Greeley, Pro.

Nov 11, 1930 Recd of Guardian Eleven Dollars unpaid Court Costs V. L. Greeley, Pro.

Mch 31, 1932 Second and Partial account of Guardian filed. Notice issued to Enterprise News that account will be finally confirmed on 4th Monday of April if no Exceptions (See acct filed)

April 22, 1932 Proof of publication of notice of 2d Partial Account of Guardian filed.

Feb 14 1935 Third and partial account of Guardian filed. Notice issued to Enterprise News that account will be finally confirmed on First Monday of March next Unless exception are filed in the meantime Mar. 13 1935 Proof of publication of above account filed.

June 7 1937 Fourth Partial acct of Guardian filed showing balance due Estate 1,939.79 Not advertised under Rule of Court.

Continued on Page 471

Petition of Rudolph Busse for appointment of a Guardian for Mrs. Ernestine Busse his wife, of Conneaut Township, as an insane person.

Entered July 6, 1926

Pro. Greeley,	#5.00
" " Pet. & 10/1/26	2.50
" " 1st a/c	3.50
Enterprise-News, 4-20-32	5.00
Pro. & 2 o/c + adv. Paid pd	7.00
Pd adv same day 3/14/33	
Pro. & 3 acct + adv. pd 6/16/37 Pd.	7.00
Pro. Slayton on 4th acct	2.50
Pro. 5th acct & disch. 10-1-41. Pd.	7.00
Pro. Slayton to date Pd. 3/4/43	5.00
Trib. Pub. Co. (paid)	2.13
Pro. D. since, to 3/23/43 Pd.	2.50

July 6, 1926 Petition presented in open Court and filed. Bu. p. 195

Now, July 6, 1926, upon presentation of within petition in open Court, the 2d day of August, 1926, at 10 o'clock A.M. is hereby fixed as the time when a public hearing will be had before the Court in this matter; at which time all parties in interest may attend and they will be heard. Ten days notice of this hearing shall be given to said Ernestine Busse, and also to the Superintendent of the State Hospital at North Warren, Penna, and also to the other members of her family. (See petition filed) Per Curiam.

Aug. 3, 1926 Proof notice to respondent, and decree filed.

Decree: Now, August 2, 1926, after hearing in open Court, the Court being satisfied that the said Ernestine Busse the person against whom the above proceedings are taken, is a Lunatic, and by reason of said lunacy is now incapable of managing her estate and is liable to waste and destroy the same; It is now ordered and decreed that the said Ernestine Busse is a lunatic, and owing to said lunacy, is not able to take care of her property, and the Court does hereby appoint Eugene Alward, of Conneaut Township, this county, guardian to take care of her estate; said guardian to give bond in the sum of Six thousand Dollars (#6000), conditioned for the faithful performance of said trust, said bond to be approved by this Court. Per Curiam. (See paper filed)

Aug. 8, 1926. Bond of Eugene Alward, Guardian, with Rudolph Busse and Nancy E. Alward as sureties, in the sum of #6000.00, approved by Hon. Thos. J. Prather, P.J., and filed

Our petition of Guardian: Now, Oct 11, 1926, upon presentation of the above and foregoing petition in open Court, and after due consideration, it is ordered and directed that petitioner make payment of the bills as above stated, amounting to #219.02 and also retainer including this presentation, to his attorney in the sum of #25.00; also, that from time to time as they are presented, he shall pay the necessary bills for maintenance of his said ward in the State Hospital at Warren, Pa. Per Curiam.

July 17, 1929. First and partial account of Eugene Alward, Guardian, filed and notice issued for publication in Cambridge Springs Enterprise News that said acct will be confirmed on first Monday of August next, if no exceptions. (Aug 2 1929 Proof of Publication filed.)

Now, Aug. 5, 1929. It appearing that within account has been filed and advertised according to law, and no exceptions have been filed, the account is confirmed. Per Curiam.

SEPTEMBER TERM, 1926

Thomas & Thomas

53

In the Matter of the petition of Cochranton Milling Company, for Decree of Dissolution Entered July 6, 1926.

Bro. Greeley 9-22-26 atty pd 5.00

July 6, 1926 Petition presented in open Court and filed.

Same day, Certificate of Auditor General, State Treasurer and Attorney General, filed.

And now, July 6, 1926, the foregoing petition having been presented and filed in open Court, upon consideration thereof, and on motion of Thomas & Thomas, solicitors for the corporation petitioner, it is ordered and decreed that the said corporation be heard on Tuesday the 7th day of September, 1926, at 10 o'clock A. M., and that notice of such petition and application, and of the hearing thereupon, be published in two newspapers published in Crawford County, publication to be made weekly in each paper for three weeks. (See petition) By the Court.

Sept. 7, 1926 Proofs of publication of notice of application filed.

Decree: And now, to wit, Sept. 7, 1926, the petition in the above stated case having been presented and read, and it appearing from affidavits duly filed that according to the order of this Court heretofore made notice of the said petition and application has been given by publication thereof in two newspapers published in the county in which the principal operations of the corporation petitioner are conducted, and its principal office is located, and it further appearing from the certificate of the Auditor General, State Treasurer and Attorney General, duly filed, that the petitioner has paid all taxes due by it to the Commonwealth of Pennsylvania, and the Court being satisfied that the prayer of said petitioner may be granted without prejudice to the public welfare or the interests of the stockholders, - it is ordered, adjudged and decreed, that the said corporation, the Cochranton Milling 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)

Sept. 7, 1926, Certified copy of decree issued to Secretary of the Commonwealth.

Sept. 17, 1926. Certificate of Secy of Com. filed, that certified copy of decree has been filed in his office, in Miscellaneous Record Book Vol. 151, page 566.

SEPTEMBER TERM, 1926

Leland J. Culbertson
Stuart A. Culbertson
54

Edward F. Brown
vs.
Charles Chapin
Issued July 6, 1926

Tax & writ (pd by Atty) $2.00
Shff. Jones (pd by Atty) 3.20

Capias ad Respondendum in Trespass

And now, July 6, 1926, On motion in open Court, bail in the sum of $2000.00 is required. Per Curiam

July 6, 1926, Affidavit of cause of action filed.

July 7, 1926, Plaintiffs Statement of Claim filed.

Writ returned: Served the within defendant July 7, 1926, by taking him in custody, as commanded herein, and at such time the said defendant did furnish bail in the amount required by the within writ, as attached hereto. So answers

Chas. H. Jones, Shff.

Now July 20th 1926. This case is settled & discontinued & Record.

Culbertson, Culbertson & Culbertson
Pltf's Attys.

J. A Northam

55

Thomas & Thomas

Oct 25 1926 Rec'd of Defts by attys Finn and 75/100 pd as costs V. L. Greeley Prop Oct. 25, 1926

Received of Pro. Greeley $3.00 docket fee

J. A. Northam

Samuel Richford De-Arment

vs.

Samuel Richford De-Arment Administrator of Richard De Arment, Deceased.

Entered July 8, 1926

	#
Tax/tavit (pd by Plffs)	2.00
Pro. Fy	2.75
Atty	3.00

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

July 8, 1926. Action indexed in Judgt. Index "D", p. 196.

Same day, Affidavit that claim exceeds $300 filed.

Same day, Statement of claim and acceptance of service for defendant filed.

And now, Aug. 5, 1926, Upon praecipe of plaintiffs attorney, judgment is entered in favor of plaintiff and against defendant, for want of an affidavit of defense, and liquidated at the sum of Eight hundred seventy and 66/100 Dollars.

(See paper filed)

Debt	$870.66

Int. from Aug. 3, 1926

Judgment.

V. L. Greeley, Prothy.

D. page 196.

SEPTEMBER TERM, 1926

J. A. Northam
56
Thomas & Thomas

Oct 25 1926 Rec'd of Deft by attys Frost and 75/100 Dollars as costs
V. L. Greeley Prothy.

Oct. 25, 1926.
Received of Pro. Greeley
$3.00 docket fee
J. A. Northam

Caroline De Arment Leavy
vs.
Samuel Richford
De Arment, Administrator of the estate
of Richard De Arment,
deceased.
Entered July 8, 1926

	$
Tax & writ (pd by Plff)	2.00
Pro. Greeley	2.75
Atty	3.00

Summons in Assumpsit, Returnable to first Monday of August next
July 8, 1926 Action indexed in Judgment Index "D", page 196.
Same day, Affidavit that claim exceeds $300 filed.
Same day, Statement of claim, with appearance and acceptance of service for deft. filed.
And now, August 5, 1926, upon motion of plaintiff's attorney, judgment is entered in favor of plaintiff and against defendant, for want of an affidavit of defense, and liquidated at the sum of Six hundred eighty-four and 55/100 (See paper filed)

Debt $684.55
Int. from Aug. 3, 1926
Judgment
V. L. Greeley, Pro

D. J. 196.

SEPTEMBER TERM, 1926

J Berry Eckels 57	Robert W. Hunt Company, a corporation, vs Prentice Electric Power Appliance Company, a corporation. Issued July 9, 1926.	Summons in Assumpsit, Returnable to first Monday of August next. July 9, 1926, Statement of Claim filed, and copy certified to Sheriff. Writ returned: Served personally on Robert Culbertson, defendant. No answers. Chas. A. Jones, Sheriff
Sep. 10, 1926 Recd from Phipps, atty $4.00, Chas. Shff. Jones $3.00 and Pro. Greeley $1.00. W. D. Greeley, Pro.	Jax & writ (Atty fee) $2.00 Shff. Jones, (poll to Shff) 3.00 Pro. Greeley 1.00	
Nov. Sept. 13, 1926. Received of Pro. Greeley $3.00 being my costs. Chas A. Jones, Sheriff Per. L. A. Jones		

SEPTEMBER TERM, 1926

58

In re Annual Report of the Crawford County Law Library Committee for the year 1925.
Entered July 14, 1926

Pro Greeley 2.50

July 14, 1926, Report filed with this order endorsed.

Now, July 14, 1926, the County Commissioners of Crawford County, are directed to appropriate, and set apart for the maintenance of the current expenses of the Law Library of Crawford County for the year ending Dec. 31, 1926, the sum of Nine Hundred Dollars ($900.00), and pay the same to the Law Library Treasurer said amount.

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

Same day, Two certified copies of order issued.

SEPTEMBER TERM, 1926

John O. McClintock
Walter J. McClintock
59

Arthur V. Leberman
vs.
George H. Dornhoffer
and Margaret Dornhoffer, his wife.
Issued July 16, 1926

Tax & writ (pd by plff) #3.25
Shff. Jones 3.70
Pro. S. since (pd 12/29/27) 2.00

Foreign Attachment in Assumpsit, Returnable to First Monday of September, 1926. Bail to dissolve, #460.00.

To attach all goods, chattels, lands and tenements, moneys, credits and personal property of the defendants, in the hands, custody or control of Arthur Strawbridge and Henry Lampman, or in the hands, custody or control of any other person or persons, and summon the said Arthur Strawbridge and Henry Lampman and such other person or persons as garnishees

July 16, 1926 Plaintiffs Affidavit of cause of action and of now residence of defendants, filed.

Writ returned: And now, July 17, 1926, I Chas. A. Jones, Sheriff of Crawford County, Pa., hereby certify that by virtue of the within writ, I served the within writ I served the within writ by handing a true and attested copy of said writ to Arthur Strawbridge, garnishee, at No. 648 North Main Street, Meadville, Crawford County, Pa., on July 16, 1926 and making the contents thereof known to him; and by virtue of said writ, I did then and there attach and seize all that certain piece or parcel of land situate in the First Ward of Meadville, Crawford County, Pa., bounded and described as follows, to wit:- Bounded on the north 170 feet by land now or formerly owned by Rev. W. A. Clark; on the east 66 feet 10 inches by North Main Street; on the south 170 feet, more or less, by an alley; and on the west 66 feet, 10 inches, more or less, by an alley, excepting a triangular piece of land at the northwest corner thereof bounded by the thirty feet of each of said alleys, said property having erected thereon a frame dwelling house, said property being in the actual possession, custody and control of Arthur Strawbridge and Harry Lampman, who hold the same under the defendants, George H. Dornhoffer and Margaret Dornhoffer, the owners thereof, as tenants; and also, by virtue of said writ, I did then and there attach and there attach and seize all rents which had accrued and which may accrue hereafter to the said defendants, George H. Dornhoffer and Margaret Dornhoffer, from the garnishee Arthur Strawbridge, by virtue of said tenancy, and the said service and attachment I further certify was made in the presence of Mrs. M. T. Herrick and Mrs. Chas. A. Jones, two credible persons of the neighborhood. And I further certify that by virtue of the within writ, I served the within writ by handing a true and attested copy of the within writ to Harry Lampman, Garnishee, at No. 648 North Main Street, Meadville, Crawford County, Pa., on July 17, 1926, and making the contents thereof known to him, and by virtue of said writ, I did then and there attach and seize all that

Continued on page 597.

SEPTEMBER TERM, 1926

J. Berry Eckels ✓ 60	Commercial Credit Company, a corporation vs. ✓ Arthur D. Barr, doing business as ✓ Barr Motor Company Issued July 19, 1926 Tax & writ (plff pd) # 3.00 Shff. Jones	Replevin for one Willys-Knight Touring car, 1926 model, Serial Number 47878-65, Engine No. 98551, of the value of #500.00, Returnable to first Monday of August next. July 19, 1926. Affidavit as to value of property filed. July 19, 1926. Bond of Plff. with United States Fidelity and Guaranty Co. as surety, in the sum of #1000.00, approved and filed. Aug. 9, 1927. Declaration in Replevin filed. Same day, upon praecipe of plaintiffs attorney, a common appearance is entered for defendant, Arthur D. Barr, doing business as Barr Motor Company, in above case. (See paper filed)

SEPTEMBER TERM, 1926

lo Victor Johnson 61 Thomas & Thomas	S. F. Hazen vs Frank S. Hazen, Executor of the last will and testament of John W. Hazen, Deceased. Entered July 19, 1926 Jay & Pro. (plffs. pd) # 2.00 Shff. Jones 6-6-27-pd --- Bro. Greeley 5.50 Atty 3.00 August Delp, Gdn. ad litem, 5.00	Summons in Assumpsit, Returnable to first Monday of Sept. next. July 19, 1926. Affidavit that plaintiffs claim exceeds #100.00, filed. July 19, 1926. Plffs Statement of claim filed. Action indexed in Judgment Docket "Fa." page 212. And now, July 19, 1926, Thomas & Thomas appear for defendant in the above stated case, and waive the issuing of a summons therein, and accept service thereof, with the same force and effect as if said summons had been regularly issued and duly served personally upon the defendant by the Sheriff, and also accept service of plaintiffs statement of claim in this case (See praecipe)

Debt #17,521.00
Int. from June 29, 1926.
Judgment.
V. Greeley, Prothy.
Fa. page 212.
April 7, 1927. Sci. Fa. to No. 79 May Term, 1927.
And now, June 6, 1927, fees of August Delp, Gdn. ad litem are fixed at #5.00 (See paper filed) Per Curiam.

Oct. 18, 1926. Affidavit of defense filed.

Now, to wit, April 4, 1927, upon consideration of the foregoing petition, on motion of lo Victor Johnson, Esq., pro petitioner, it is ordered and decreed that August Delp, Esq. be appointed Guardian ad litem of John Culbertson Hazen, without security; and that said Guardian ad litem be hereby authorized to appear and defend said action of Scire Facias upon said judgment, said guardian not to receive any property of the above named minor, and to be allowed such compensation for his services as may hereafter be ordered by the Court. By the Court.
(See petition filed.)

April 4, 1927. Motion on part of plaintiff for judgment for want of affidavit of defense, with consent of dept by his attorneys that such rule may be made absolute, presented in open Court and filed.

Order: Now, April 4, 1927 upon presentation of the above and foregoing motion and after due consideration thereof, and it being further shown to the Court that the defendant through Thomas & Thomas his Attorneys, agree that judgment may and shall be entered forthwith upon said motion, the Court does hereby enter judgment in favor of the plaintiff and against the defendant as follows:

Principal Debt of mortgage bond	#16,000.00
Interest thereon from Aug. 29, 1925, to June 29, 1926	666.60
Insurance Premium	20.00
Attorneys Commission	834.33
	#17,521.00

Interest from June 29, 1926, and costs of suit. By the Court.
(See paper filed)
— See Margin. —

SEPTEMBER TERM, 1926

✓ 62 Clarence T. Bryan + ✓ Donald C. Thompson ✓	A. F. Bail + Son vs. Ralph Payne and Mrs. Payne Entered July 20, 1926 Tax + entry (paid) 1.50 Costs on Trans (#1.50 pd) 6.45 Bro. Greeley 1.50 Atty 3.00	Appeal by Defendants from Judgment of Harry L Bail, J.P. And now, Jany 23, 1928. On motion in open court, judgment of Non pros. is granted against plaintiffs and in favor of defendants, with costs. (See paper filed) Per Curiam. Firm #. 160. Judgment V. L. Greeley, Prothy

SEPTEMBER TERM, 1926

J. D. Roberts
63

Mrs. T. J. Mushrush
vs.
Mildred Holland, Administrator of the estate of Emily H. Adsit, deceased, and Tracy H. Johnson, Administrator of the estate of G. W. Adsit, deceased.
Issued July 20, 1926.

	#
Pro. Greeley,	2.25
Shff. Jones,	3.20
Pro. & on Orig'l.	1.00
Pro. Greeley	2.50
Atty	3.00

Of No. 167 May Term, 1925
Sci. Fa. to revive judgment in above case, et quare executionem non; Returnable to first Monday of August next. A. pp. 107

Writ returned: Served the within named Mildred Holland on July 24, 1926, by handing to her attorney, Arthur L. Bates, a true and attested copy of the within writ and making known to him the contents thereof; served the within named Tracy H. Johnson on above date, by handing to his attorney, O. Clare Kent, a true and attested copy of the within writ and making known to him the contents thereof, as per acceptances of service attached hereto.

So answers, Chas. H. Jones, Sheriff.

And now, August 18, 1926, Upon praecipe of plaintiff's attorney, judgment is entered in favor of plaintiffs and against the defendants, for want of an affidavit of defense, and same liquidated at the sum of Four hundred fifty Dollars and thirty-five cents. (See paper filed)

Deb. # 450.35
Int. from Aug. 18, 1926.
Judgment.
W. L. Greeley, Prothy.

App. 107 & 8.

Fi. Fa. to No. 95 Sept. Term, 1926
Nov. 5, 1926 Above judgment satisfied (See Fee. Bk.)

SEPTEMBER TERM, 1926

Leland J. Culbertson
Stuart A. Culbertson

vs

Emma R. Brown, Administratrix of the estate of W. E. Brown, late of Connellsville, Pa., deceased,

vs.

John J. McMillin and Sue McMillin, his wife, mortgagors; F. J. Weldy, former owner; and Joseph Mazepa and Heretina Mazepa, his wife, real owners.

Issued July 21, 1926

Tax & writ (Atty paid)	$ 2.75
Rec. Hood	.50
Sheff Jones	10.40
Sheff Jones—alias	10.40
Prothy Greeley	4.75
Atty	3.00

Scire Facias sur Mortgage recorded in Mortgage Book Vol. 95, page 61; Returnable to First Monday of August next.

July 21, 1926, Affidavit of plaintiff as to real owners, default of payment and amount due, filed.

Writ returned: Served the within writ on July 26, 1926, After diligent search, I found no one in possession of the within described property, or any part thereof, I did post on said property, in the most public part thereof, a true and attested copy of the within writ. Nihil habet as to the within named John J. McMillin and Sue McMillin, his wife, mortgagors, and Joseph Mazepa and Heretina Mazepa, real owners, and F. J. Weldy, former owner.

So answers Chas. H. Jones, Sheriff

Aug. 19, 1926. Alias Sci. Fa. sur Mortgage issued, returnable to first Monday of Sept. next.

Alias writ returned: Served the within writ on Aug. 24, 1926, after diligent search, finding no person or persons in possession of the within described property or any part thereof, I did post in the most public place, a true and attested copy of the within writ on the property thereof.

Sept. 6, 1926, Nihil habet as to the defendants, John J. McMillin and Sue McMillin and F. J. Weldy and Joseph Mazepa and Heretina Mazepa. So answers, Chas. H. Jones, Sheriff

And now, November 1, 1926, On motion in open Court, judgment granted against defendants and terre tenants for want of an appearance and affidavit of defense, and liquidated at the sum of Five Hundred seventy-four and 73/100 Dollars. Per Curiam.

(See paper filed)

Debt	$ 574.73
Atty's Com. included	27.35
Int. from Nov. 1, 1926.	

Mc. Jpp. 106-106 M. Jpp. 268-268. M. p. 115. Judgment

V. L. Greeley, Prothy

Lev. Fac. No. 42 Feb. Term, 1927.

SEPTEMBER TERM, 1926

65	Frank D. Sheldon vs. Ralph Payne and Gus Payne Entered July 22, 1926	Appeal by Gus Payne, defendant from Judgment of George W. Sheldon, Justice of the Peace. And now, January 23, 1928 On motion in open court, Judgment of Non pros. is granted against the plaintiff and in favor of defendant with costs. Per Curiam. (See paper filed) Sh. Jr. 2-17. Judgment. V. L. Greeley, Pro.
Clarence J. Bryan & Donald C. Thompson for appellant	Tax & entry (atty pd) $ 1.50 Costs on Trans. 11.20 Pro. Greeley 1.50 Atty 3.00	

SEPTEMBER TERM, 1926

66	In the Matter of the audit of the finances and accounts of Meadville School District for the fiscal year ending July 5, 1926. Entered July 22, 1926. Pro. Greeley # 5.00	July 22, 1926. Report of Henry Haas, City Controller, and his assistant filed. and notice issued for publication in Meadville Tribune Republican.
Dickson Andrews 66½	Wanda V. S. Gallagher vs Harry H. Gallagher & Irene Gallagher Issued July 24, 1926 Bro. Greeley (Plff to pay) # 3.00	Of Nos. 303 & 304 May Term, 1921. Scire Facias to revive and continue the lien of above judgments; Returnable to next term.

SEPTEMBER TERM, 1926

Frances F. McClintock
67

Genevieve Lelia Humes
vs
Roy Hanford Humes
Issued July 26, 1926

Tax & writ (#200 paid)	3.00
bond, Essig, use of Atty	1.75
J. A. Boland, Master (and by atty) 4-27-27	25.00
Pro Greeley paid	8.10
atty.	3.00

Subpoena in Divorce.

And now, July 26, 1926, subpoena awarded as prayed for, returnable the first Monday of September, 1926.

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

Subpoena returned. On July 31, 1926, served the within subpoena upon Roy Hanford Humes, the within named respondent, by producing the original subpoena in divorce to him, reading the same to him, informing him of the contents thereof, and by handing to him personally a true and correct and attested copy thereof, at his home in Saegertown.

So answers Oliver Essig
Const. etc

(See agst. on sub.)

Now, to wit, Sept. 7, 1926, J. A. Boland, Esq. is appointed Master to take testimony in the above stated case, and make report thereon to the Court according to law. Per Curiam. (See paper filed)

April 29, 1927. Testimony and report of Master filed.

On Argument List for May Term, 1927, No. 16.

Now, June 6, 1927, After due consideration, a divorce is decreed as prayed, at cost of respondent. Per Curiam.

Decree. And now, to wit: June 6, 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 Genevieve Lelia Humes be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Genevieve Lelia Humes, the libellant, and the said Roy Hanford Humes, the respondent.

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

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

Per Curiam.

SEPTEMBER TERM, 1926

68

In re Appointment of a Custodian of the Ballot Box for Athens Township, vice Barry Cummings, deceased
Entered July 26, 1926.

Bro. Greeley 2.50

Order of Court

Now, July 26, 1926, it appearing that due to the death of Barry Cummings there is no commissioned Justice of the Peace in the Township of Athens, - It is ordered, until further notice, that the custody and care of the ballot box for the Township of Athens be committed to Frank Jones, of said Township.

Per Curiam.

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

Same day, Certificate of appointment issued to appointee and to County Commissioners.

SEPTEMBER TERM, 1926

69

Zelpha Andrews
vs.
Lyrus McMichael
Entered July 27, 1926
Pro. Greeley (paid) #2.25

Of No. 108 September Term, 1921.
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 Two Hundred Dollars, being the amount of debt now due on the original judgment, with interest thereon from Oct. 27, 1925, and costs

Debt #200.00
Int. from Oct. 27, 1925
Judgment
W. L. Greeley, Prothy

Mc/b 79.

July 27, 1931, Amicable Sci. Fa. to No. 117 Sept. Term, 1931.

SEPTEMBER TERM, 1926

b. Victor Johnson 70	✓ L. A. Muntz vs. ✓ Norman Horton, ✓ Mrs. Olive Horton, terre tenant. Issued July 27, 1926.	Scire Facias sur Mortgage recorded in Mortgage Book Vol. 77, Page 584, Returnable to First Monday of Sept. next July 27, 1926 Statement of claim, affidavit as to title to land, etc., filed. Writ returned Sept. 6, 1926: Served the within writ on the within defendants, Solomon Hunter and D. W. Hunter, at their place of business, Kerrtown, Vernon Township, Pa., Aug. 2, 1926, by handing to each of them a true and attested copy of the within writ, and making the contents thereof known to them. Nihil habet as to the within named defendants Norman Horton and Mrs. Olive Horton So answers Chas. H. Jones, Sheriff.
	Tax & writ (pd Aug. 6/26) 2.75 Rec. Hood .50 Chas. Jones 3.50 Pro Gruley 1.00	

Rec. Oct 13th 1926 from defendant $2.75 being Tax & writ.
L. Victor Johnson
atty for pffs.

Oct 14 1926 Rec'd of Pffs atty One and 50/100 Dollars Recorder & Prothy costs.
V. L. Gruley Pro
Jeannette N. Hood, Rec.

SEPTEMBER TERM, 1926

Leland J. Culbertson
Stuart R. Culbertson
vs.
Ruth I. Magner

Ruth I. Magner
vs.
Michael G. Magner
Issued July 28, 1926

Jay + writ (Atty pd)# 3.00
Shff. Jones 9.05
Master "paid" 25.00
Pro Greeley 7.85
atty 3.00

Subpoena in Divorce.
And now, July 28, 1926 subpoena awarded, Returnable to first Monday of Sept. 1926.
(Signed) Thos. J. Brother, P. J.
Subpoena returned: Served the within Subpoena in Divorce on the respondent personally, on the 31st day of July, 1926 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, Chas. H. Jones, Shff.
And now, Sept. 7, 1926 Fred G. Boland, Esq. is appointed Master in above case.
(Signed) Thos. J. Brother, P. J.
(See paper filed) Com. issued.
Sept. 17, 1926 Testimony and report of Master filed.

Sept 28 1926 Rec'd of Plff by atty Sixteen and 90/100 Dollars Shff + Proctys costs
V. L. Greeley Proctr.

Sept. 28, 1926 Rec'd of Pro. Greeley $7.05 being my costs.
Chas H Jones. Sheriff
Pr Lvd

On Argt. List for Sept. Term, 1926, No. 29.
Now, Oct. 25, 1926, after due consideration, a divorce is decreed as prayed and at cost of respondent. Per Curiam.
Decree - And now, to wit October 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 Ruth I. Magner be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Ruth I. Magner 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, 1926

Clarence A. Batterson
Walter J. McClintock
72

The Vitale Fireworks Co., Inc.,
vs.
Paul C. Morris, Dept.
and

C.W. Benedict
for Garnishees

Garnishees

Of No. 354 May Term, 1926
Attachment Execution
Returnable to First Monday of Sept. next
To attach and levy in satisfaction of said judgment all debts, deposits, chattels and goods due or owned by said defendant in the hands or possession of the said defendant, or of or in the hands or possession of any other person or persons, and summon them as garnishees

Issued July 28, 1926

Tax twice (Pltff. paid) 2.75
Shff. Jones 20.00

Sept. 3, 1926, C.W. Benedict, Esq., appears for the Garnishees,- Klu Klux Klan 208, Martin C. Swanson, acting chairman, and any other garnishee, in the above entitled case. (See paper filed)

Writ returned: "And now, Sept. 6, 1926, Served the within writ of Attachment Execution on Ku Klux Klan No. 208, Garnishee, at it Hall in Titusville, Crawford County, Pa., by then and there handing to Arthur C. Schultz, Committeeman, Acting Chairman, a true and attested copy of the within writ, and making the contents thereof known to him; and upon Arthur C. Schultz, Garnishee by then and there handing to him a true and attested copy of the within writ, and making the contents thereof known to him; And I did on the same date, to wit Aug. 29, 1926, serve the said writ on Martin C. Swanson, garnishee, acting Chairman of said Ku Klux Klan No. 208, at his residence on West Main Street, Titusville, Crawford County, Pa., by handing to him a true and attested copy of the within writ, and making the contents thereof known to him. So answers Chas. H. Jones, Sheriff.

Apr. 7th, 1927. Recd of Tony Vitale, plaintiff, $20.00 - being $7.00 costs for Sheriff and $18.00 costs for car hire & mileage for special deputy serving within writ.

Chas. H. Jones Sheriff
Per. H.J.

SEPTEMBER TERM, 1926

73

In re Surety Company

Application of Northwestern Casualty and Surety Company located at Milwaukee, Wisconsin, to be accepted as surety on bonds, etc, in Crawford County

Entered July 31, 1926.

Bro. Greeley (pd Aug. 5/26) 2.25

July 31, 1926, Certificate of Authority from the Insurance Commissioner of Pennsylvania, and Financial Statement as of December 31, 1925, filed.

July 1, 1927. Financial Statement as of Dec. 31, 1926, filed. (Fee, $1.00, paid)

April 7, 1928 Certificate of Insurance Commissioner of Penna dated March 21, 1928, and Financial Statement as of Dec 31, 1927, filed.

May 18 1928 Financial Statement as of March 31 1928 filed 1.00 paid

March 21, 1929. Financial Statement as of Dec 31, 1928, filed. 1.00 fee pd 4-1-29. V.E.S.

June 5 1929 Financial Statement as of March 31 1929 filed 1.00 fee paid

SEPTEMBER TERM, 1926

X

O. Clara Kent
74

Nov. 15, 1926, Received from libellant per Atty #16.30, being Jas. writ #3.00, Shff. Jones 5.45, & Prothy since #7.85
V. L. Greeley, Pro

Nov 15 1926 Recd of Pro. Greeley #5.45 being my costs
Chas. Jones.
Per HJ Sheriff.

George L. Johnson
vs
Clara B. Johnson
Issued Aug. 2, 1926

	#
Jas writ	3.00
Shff. Jones	5.45
Dickson Andrews, Master	25.00
Pro. Greeley	7.85
Atty	3.00

Subpoena in Divorce.
And now, Aug. 2, 1926, subpoena awarded, returnable to September Term next. (Signed) Thos. J. Brather, P. J.
Subpoena returned: Served the within subpoena in Divorce on the Respondent personally on the 4th day of August, 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, Shff
And now, Oct. 4, 1926, Dickson Andrews, Esq., is appointed Master in the above stated case. By Hon. Thos. J. Brather, P. J.
(See paper filed) Com. issued.
Nov 12 1926 Testimony and Report of Master filed.

On Argt. List for Nov Term, 1926, No. 12.
Now, Dec. 29, 1926, upon 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 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 Court ordered, adjudged and decreed
That the said George L. Johnson be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him the said George L. Johnson, the libellant and the said Clara B. Johnson, the respondent.
And that thereupon all and every the duties rights and claims accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage shall cease and determine;
And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married.
(See paper filed) Per Curiam

SEPTEMBER TERM, 1926

John O. and Walter J. McClintock
75

Feby 11 1927 Rec'd of Pepp by atty Twenty and 55/100 Dollars Sheriffs & Prothp costs
V. L. Greeley Pro

Feby 11-1927. Rec'd of Pro. V. L. Greeley Ten and 45/100 Dollars. ($10.45) being my costs.
Chas H Jones Sheriff
Per Hug

Viola Scott
vs.
Murle G. Scott
Issued Aug. 2, 1926.

Jas twirt (pd Aug 3/26)		3.00
Shff Jones		1.85
Shff Jones - alias		1.85
Shff Jones - proc		6.75
Dickson Andrews Master	Paid	25 00
Pro Greeley		10.10
atty		3 00

Subpoena in Divorce
And now, Aug. 2, 1926, subpoena awarded, returnable to the first Monday of September, 1926.
(Signed) Thos. J. Brather, P.J.
Subpoena returned: Sept. 7, 1926, Chas. H. Jones, Shff., makes affidavit that respondent could not be found in his bailiwick. (See affidavit attached to subpoena.)
Sept. 7, 1926, Alias subpoena in divorce issued, returnable to first Monday of Nov. next.
Alias subpoena ret'd Nov. 1, 1926: The within named respondent is not found in my bailiwick.
So answers Chas. H. Jones, Sheriff.
And now, Nov. 3, 1926, Order issued for publication of Sheriff's proclamation returnable to first Monday of Dec. next.
Dec. 7, 1926 Alias order for proclamation issued; returnable to first Monday of Feb. next.
And now, Feb. 7, 1927. Made proclamation in the above entitled case according to law, and caused the same to be published in the Scranton Times, a newspaper published within my bailiwick for four weeks successively prior to return day thereof, as per copy of said proclamation and proof of proclamation hereto attached. So answers Chas. H. Jones, Sheriff.
And now, Feb. 7, 1927, Dickson Andrews, Esq., is hereby appointed Master to take the testimony in the within entitled case and make report thereof to the court. By Hon. Thos. J. Brather, P.J. (See paper filed)
Feb. 18, 1927. Testimony and report of Master filed.
On Argument List for Feb. Term, 1927, No. 12.
Now, April 25, 1927. After due consideration a divorce is decreed as prayed, and at respondent's cost. 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 Viola Scott be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Viola Scott the libellant, and the said Murle G. Scott the respondent. And that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage, shall cease and determine.
And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married
(See paper filed) Per Curiam

SEPTEMBER TERM, 1926

B.B. Bickett
76

Nov 11 1926 Recd of Pfff by atty Fifteen and 10/100 dollars Shff & Prothys costs
U. L. Greeley Pro
Nov 11-1926
Recd of Pro Greeley my Costs Thos Dennis Shiff
Sworn 2.5 & 7.25

Adolphus Shaffstall
vs
Anna Shaffstall
Issued Aug. 2, 1926

Tax & writ (paid)	3.00
Shgg. Jones	3.05
Shff. Erie Co. (paid by Jones)	4.20
J. Eckels, Master	25.00
Pro. Greeley	7.85
Atty	3.00

Subpoena in Divorce
And now, Aug. 2, 1926, subpoena awarded returnable to first Monday of Sept. next. (Signed) Thos. J. Prather, P.J.
Writ returned: Served Anna Shaffstall, the within named respondent, by giving to her at R.D. No. 1 Wesleyville, County of Erie, Penna. on Aug. 31, 1926, a true and attested copy of the within subpoena in Divorce, and making known to her the contents of the same.
So answers, John Applebee
Deputy Sheriff.
Served the within subpoena in divorce as per return of Sheriff of Erie County, Pa. attached hereto.
So answers, Chas. A. Jones, Shgg
And now, Sept. 13, 1926, J. Perry Eckels, Esq., is appointed Master in this case
(Signed) Thos. J. Prather, P.J.
(See paper filed)
Nov. 12, 1926. Testimony and report of Master filed.
On Argument List for Nov. Term, 1926, No. 13.
Now, Dec. 29, 1926. after due consideration, a divorce is decreed as prayed. Per Curiam.
Decree - And now, towit: 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 are true, it is by the Court ordered, adjudged and decreed
That the said Adolphus Shaffstall be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between him the said Adolphus Shaffstall the libellant and the said Anna Shaffstall the respondent.
And that thereupon all and every the duties rights and claims accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage, shall cease and determine:
And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married except as the respondent may be prohibited from marrying by law of the Commonwealth of Pennsylvania.
(See paper filed) Per Curiam.

SEPTEMBER TERM, 1926

J. Berry Eckels
vs.
Anna Work

Sept 14 1926 Recd of Peff by atty Ten and 90/100 Dollars Shff & Prothy Costs
V. L. Greeley Pro
Sept 14 1926
Recd of Peff by Greeley Thirty dollars in my costs Chas H Jones Shff

Anna Work
vs.
Thomas Andrew Work
Issued Aug. 2, 1926

Jay & wife	(pd Aug. 5, 1926)	3.00
Shff. Jones,		3.05
Masley	paid	25.00
Prothy Greeley		7.85
atty		3.00
Pro Greeley		[illegible]

Subpoena in Divorce
And now, Aug. 2, 1926, subpoena awarded, Returnable to next term.
(Signed) Thos. J. Prather, P. J.

Subpoena returned: Served the within subpoena in divorce on the respondent personally, on the 6th day of August, 1926, 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 Chas. H. Jones, Sheriff.

And now, Sept. 13, 1926, J. A. Northam, Esq., is appointed Master to take testimony in the above case and report to the Court. (Signed) Thos. J. Prather, P. J.
(See paper filed) Com. issued.

Sept. 15, 1926. Testimony and report of Master filed.

On Argt. List for Sept. Term, 1926, No. 34.
Now, Oct. 25, 1926, After due consideration, a divorce is decreed as prayed, and at 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 thereon duly taken and filed of record and it appearing to the Court that the causes set forth are true it is by Court ordered adjudged and decreed

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

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

Charles A. Strong
John J. McClintock
Walter J. McClintock

Meadville Theological School a corporation organized under the laws of the Commonwealth of Pennsylvania
vs
E. A. Hempstead

Entered Aug. 2, 1926

Pro. Speeley		2.50
Pro. Speeley-since		8.00
Appeal (Pd by appellant Sept 1927)		3.00
Pro. Pa dock. ent.		1.25
atty	P.D. 7-21-26 (W.J.M., Jr.)	6.00

Petition for Declaratory Judgment and decree.

Order: And now, August 2, 1926, the foregoing petition having been presented and read in open court, upon consideration thereof and in order to afford petitioner relief from uncertainty and insecurity with respect to its rights, status and other legal relations relative to clause of its charter providing for a quorum of five of its trustees for the transaction of business by its Board of Trustees, a rule is hereby granted on defendant to show cause why a declaratory judgment and decree should not be entered construing and declaring the law relative to said charter provision permitting five of the trustees of said plaintiff corporation to constitute a quorum for the transaction of business by said board of trustees, such number being less than a majority of the whole number of such trustees, returnable 2d Monday of September

Per Curiam.

Aug. 2, 1926 Thomas & Thomas and Otto Kohler appear for defendant. (See paper filed)

Aug. 2, 1926 Answer of defendant filed.

On Argument List for Sept. Term, 1926 No. 2. Oct. 18, 1926. Argued & A.V.

Order: Now, March 7, 1927, the question submitted to the court being:- Whether five members of the Board of Trustees of the Meadville Theological School, being less than a majority thereof, constitute a legal quorum, and whether said number of trustees can authorize the sale of real estate belonging to the corporation, and the execution of a deed conveying the same, we are of the opinion and so declare, that five members of the Board of Trustees being less than a majority of the entire board, do not constitute a quorum for the transaction of business, and therefore that the attempted authority directing the execution and delivery of a deed conveying the real estate of the corporation to E. A. Hempstead is invalid. (See opinion of court filed)

Per Curiam.

Same day, Comes Plaintiff by attorneys and excepts to the action and order of court herein, and bill is sealed for the plaintiff. (See opinion filed.)

March 10, 1927 Certiorari on appeal by plaintiff to the Supreme Court filed, returnable to first Monday of May next. Being No. 224 Jan. Term, 1927, in the Supreme Court.

March 12, 1927. Certificate of Hon. Thos. J. Prather, P. J., that the property really in controversy herein exceeds the value of $2500.00, filed.

March 25, 1927. Stipulation of counsel relative to pleadings and exhibits in paper book filed.

78

Thomas & Thomas
Otto Kohler

July 21 1927 Recd of Pepp by atty W. J. Mc. Eleven and 75/100 Dollars being all Costs
V. L. Greeley Pro

July 8, 1927 Record returned and remittitur filed. "The declaratory judgment of the Court below is affirmed." Opinion of Simpson, J., filed in Supreme Court, June 25, 1927.

SEPTEMBER TERM, 1926

James D. Roberts

79

Sept 17, 1926 Recd from Mrs. L. Jane Hazen, Guardian, #6.50 being Pro. Es. #5.00, and H. H. McAdoo on notice #1.50.
V. L. Greeley, Pro.

Sept 17 1926 Recd of Pro Greeley One and 50/100 Dollars costs of H. H. McAdoo
J. D. Roberts Atty

Petition of L. Jane Hazen for appointment of a Guardian of John Hazen of Randolph Township aged about 47 yrs. as being mentally defective.
Entered Aug. 2, 1926.

		#
Pro. Greeley		5.00
H. H. McAdoo	on notice 2-12-31-	1.50
Pro. Pro since	paid 2-18-31	8.00
Fil acct	paid	3.00
adv acct	Pd	4.00

Aug. 2, 1926. Petition presented and filed. Ha. Page 212.

Now, August 2, 1926, upon consideration of the within petition, it is ordered that a hearing on the said petition be had before the Court on Tuesday, Sept. 7, 1926, at 11 o'clock A.M., and that ten days notice thereof be given to the said John Hazen, and also to his brother James Hazen. (Signed) Thos. J. Brother, P.J.

Sept. 7, 1926 Proofs of service of notice on respondent and on James Hazen, filed

And now, September 7, 1926, after hearing, the Court being satisfied that the said John Hazen, the person against whom the above proceedings are taken, is not able, owing to weakness of mind, to take care of his property, it is ordered and decreed that the said John Hazen is not able, owing to weakness of mind, to take care of his property; and the Court appoints Mrs. L. Jane Hazen Guardian to take care of the same, and the said Guardian to give bond in the sum of Twenty-five hundred (2500) Dollars with surety to be approved by the Court.
(See paper filed)
By the Court

Sept. 7, 1926 Bond of Guardian with United States Fidelity and Guaranty Company as surety, in the sum of #2500, approved by the Court and filed.

July 7, 1930 Petition of Walter Brawley for appointment of a Guardian of John Hazen in place of L. Jane Hazen, decd, presented in open Court and filed.

And now, July 7, 1930, upon consideration of the foregoing petition, the New First National Bank of Meadville, Pa, is hereby appointed Guardian of John Hazen of Randolph Township, a person of weak mind, to take the place of L. Jane Hazen, deceased, who was guardian of the said John Hazen until the time of her decease, bond to be given in the amount of #2500, to be approved by the Court. Per Curiam. (See petition filed)

Aug. 7, 1930 Bond of New First National Bank, Guardian, in the sum of #2500.00, approved and filed.

Nov. 3, 1930 Petition of Guardian to sell real estate for payment of debts and expenses, presented in open Court and filed.

Order: And now, November 3, 1930, upon presentation of the foregoing petition, and upon consideration thereof, it is hereby ordered and decreed that the New First National Bank, Guardian of the estate of John Hazen, a person of weak mind, be and it is directed to sell the real estate of the said John Hazen, a person of weak mind, be and it is directed to sell the real estate of the said

Continued on page 462

80	✓ In re Annual Audit of the Finances and Accounts of the Titusville School District for the fiscal year beginning on the First Monday of July, 1925. Entered Aug 3, 1926. Jos. Greeley #5.00	Aug. 3, 1926. Report filed, and notice issued for publication in Titusville Herald, as required by the School Code.

SEPTEMBER TERM, 1926

81

Otto A. Stolz — New First National Bank of Meadville assignee of Martin Musek

vs.

Antonio Fazio

Issued Aug. 3, 1926

	#
Tax writ (paid)	2.75
Rec. Hood	.50
Shff. Jones	2.00
Pro. Greeley	2.50
Atty	3.00

Scire Facias sur Mortgage recorded in Mortgage Book 109, Page 91, Returnable to first Monday of September next.

Aug. 3, 1926, Affidavit as to value of property filed.

Writ returned: Served the within writ on Aug. 9, 1926, by handing to the within named defendant, Antonio Fazio, a true and attested copy of the within writ, at his residence, described within, at Water and Pine Street, Meadville, Pa., and making the contents thereof known to him. So answers Chas. H. Jones, Sheriff.

And now, Sept. 27, 1926, On motion of Plaintiff's Atty, Judgment is entered in favor of Plaintiff, and against Defendant for want of an appearance and for want of an affidavit of defense, and liquidated at the sum of Four thousand eight hundred thirty Dollars, with costs of suit. (See paper filed)

Debt # 4830.00
Int. from Oct. 1, 1926
Judgment
F. Page 139
V.L. Greeley, Prothy

Lev. Fac. to No. 17 Nov. Term, 1926

Feb'y 1, 1931 For value received the above judgment debt interest and costs is hereby ordered to be satisfied of record.

By New First National Bank
By J.W. Hunter, Asst Cash.

SEPTEMBER TERM, 1926

Albert L. Thomas
Fred L. Kiebort

82

Petition of J. D. Wilson, Jesse F. Dunlap and Hazel I. Dunlap for Satisfaction of Mortgage given by Lewis Wood et al to Wm L. Apple, dated April 3, 1855, and recorded in Mortgage Book H. page 137.
Entered Aug. 3, 1926.

10-1-26 #
Pro. Greeley paid 5.00
Shff Jones pd 32.75

Aug. 3, 1926. Petition presented & filed.
And now, August 3, 1926 upon consideration of the foregoing petition, it is ordered and decreed that the Sheriff of Crawford County serve a notice upon William L. Apple, or upon the legal representatives of the said Wm L. Apple, and upon the holder or holders of the mortgage described in the foregoing petition, if they or any of them can be found in said county and have known residence therein, 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 said County, commanding said parties to appear before this Court on the second Monday of September 1926, at 10 o'clock A.M. to show cause why the proper decree should not be granted, and satisfaction of said mortgage should not be entered on the record thereof as within prayed for. Per Curiam.
Aug. 3, 1926. Order issued to Sheriff.
Sept. 13, 1926. Sheriff's return and proof of publication filed.
And now, September 13, 1926, the Sheriff of Crawford County having returned that he was unable to find the said William L. Apple or his legal representatives, or the holder or holders of the within mentioned mortgage in his bailiwick and that in obedience to the said order of Court to the Sheriff directed a notice of the facts set forth in the foregoing petition was advertised once a week for four successive weeks after the presentation of said petition in the Meadville Tribune-Republican, a newspaper published in the County of Crawford, as appears by a copy of the advertisement and affidavit of its publication annexed to the return of the said Sheriff, on file in the proceedings and to the Court shown, and no person appearing to answer said petition as aforesaid within the time fixed for filing answer thereto, and the Court being satisfied of the truth of the allegations of said petition, - it is, on motion of Thomas & Kiebort, Attorneys for petitioners, ordered and decreed that the prayer of said petition be granted, and that satisfaction shall be entered by the Recorder of Deeds of Crawford County, on the record of the mortgage given by Lewis Wood et al to William L. Apple, dated April 3, 1855, for $1000, and recorded in the office of the Recorder of Deeds in and for the County of Crawford in Mortgage Book H. page 137, only as to so much of the land mentioned in said mortgage as is bounded

Record continued on page 588.

SEPTEMBER TERM, 1926

C.W. Benedict 83	Earl Baron vs. Harriet Ida Baron Issued Aug. 3, 1926 Tax & writ (Atty pd 8/4/26) 3.00 Wm McKenzie on Sub. Chas B Stegner, Master	Subpoena in Divorce. Now, August 3, 1926, subpoena awarded as prayed for, returnable to second Monday of September, 1926. (Signed) Thos. J. Grather, P.J. Subpoena returned: Served on the within named Harriet Ida Baron, the respondent, at Titusville, Crawford County, Pa., on Aug. 14, 1926, by producing to her the original subpoena and informing her of the contents thereof, and by handing and leaving with her a true and attested copy thereof. So answers, W.J. McKenzie, Const., etc. (See affidavit on subpoena) And now, Dec. 6, 1926, Chas. B. Stegner, Esq. is appointed Master (Sgd) Thos. J. Grather, P.J. Com. issued (See papers filed)

SEPTEMBER TERM, 1926

Charles B. Stegner
84
v

Nov 13 1926 Rec'd of Seff by atty Seven and 85/100 dollars my costs
V. L. Gruley Pro

Jane T. Compton
vs.
John B. Compton
Issued Aug. 4, 1926.

Tax & writ (paid)	#	3.00
Const. H. N. Russell, on pmt		5.20
W. J. Sirdevan, Master, (paid)		25.00
Geo. Gruley		7.85
Atty		3.00

Subpoena in Divorce and for custody of Betty Jane Compton, John B. Compton, Jr., minor children of parties.

And now, Aug. 4, 1926, Subpoena awarded, returnable to first Monday of September next.

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

Copy of Subpoena returned with affidavit of service endorsed dated Aug. 21, 1926. The affiant H. N. Russell, Constable, "deposes and says that he served a copy of the within subpoena on John B. Compton personally, in Conewlanter Township, Venango County Penna."

And now, Oct. 4, 1926, W. J. Sirdevan, Esq. is appointed Master to take testimony in the above entitled cause and make his report on same to the Court.

By Hon. Thomas J. Grather, P.J.

(See paper filed) Com. issued.
Nov. 2, 1926, Testimony and report of Master filed.
On Argument List for Nov. Term, 1926, No. 14.

Now, Dec. 29, 1926, after due consideration, a divorce is decreed as prayed, at cost of respondent; and the custody of the children, Betty Jane and John B., Jr., is awarded to the libellant. 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 Jane T. Compton be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Jane T. Compton, the libellant and the said John B. Compton 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, Betty Jane Compton & John B. Compton Jr be and the same is hereby awarded to the said libellant Jane T. Compton.

(See paper filed)

Per Curiam

SEPTEMBER TERM, 1926

Leland J. Culbertson
Stuart A. Culbertson

85

Thomas & Thomas

Maude Harned, Myrtle Shields, and Shirley McCabe, by her next friend and mother, Mildred McCabe, Petitioners,

vs

Oscar A. Rondebush and Edgar Rondebush, Executors etc. of Maurice L. Rondebush, deceased, and Mary Mead, Bertha O'Hara, H. B. Rondebush, O. H. Rondebush, M. E. Rondebush and M. C. Rondebush, Maurice Smith, Henry Smith and Floyd E. McCabe, Respondents.

Entered Aug. 4, 1926.

Pro. Greeley $2.50

Petition for Declaratory Judgment and Decree, concerning rights and interests arising under the will of Maurice L. Rondebush, deceased.

Presented and filed Aug. 4, 1926

And now, August 4, 1926, we the undersigned hereby appear for the respective parties above referred to as hereinbelow set forth, and admit the averments set forth in the said petition, and join the petitioners in their prayer for the construction of the will referred to and the entry of a decree accordingly.

(Signed by Attys for petitioners and respondents respectively.)

Sept. 7, 1926. Petition of Leland J. Culbertson and Stuart A. Culbertson, attorneys for plaintiffs presented in open Court, and this order made:

And now, Sept. 7, 1926, upon consideration of the within petition, an order is made directing the Prothonotary of the County of Crawford to transfer all papers and proceedings in the above entitled case to the Orphans Court of Crawford County, Pennsylvania; and the Clerk of the Orphans Court is hereby directed to file and index all proceedings duly and properly upon the records of the said Orphans Court of Crawford County, Pennsylvania. Per Curiam (See petition filed)

Same day, Papers delivered to Clerk of Orphans Court.

John A. Northam

86

Oct 12, 1926 Rec'd of Riley S. Ames Guardian Forty dollars Court Costs & atty fee

V. L. Gruely Pro

Oct. 13, 1926 Received of Pro. Gruely $35.00 my fee

J. A. Northam

Mch 8 1929 Final account of Riley S. Ames Guardian filed Showing balance due Estate $1006.74 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. 20, 1929. Proof of publication of notice of final account filed.

Now Petition of Guardian for discharge, etc:

And now, August 5, 1929, upon hearing the within motion it is hereby ordered and decreed that Riley S. Ames is hereby forever discharged as guardian of Louis Monnin, a person of weak mind, and that the United States Fidelity & Guaranty Company of Baltimore, Md., be forever discharged from all liability as surety on the bond of the said Riley S. Ames Guardian of the estate of the said Louis Monnin.

(See petition filed) Per Curiam.

Petition of Gertrude Irons for appointment of a Guardian for Louis Monnin aged 38 years, of Troy Township.

Entered Aug. 5, 1926.

Pro. Greeley	$5.00
atty fee 7-16-27- Paid	35.00
Pro. G. Pet. order copy 1/5/29 3-8-29	3.00
Pro & acct & adv Pd	6.50

Aug. 5, 1926. Petition presented & filed. M. page 252.

And now, August 5, 1926, 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 Thursday, Sept 9, 1926, at 10 o'clock A.M., and that ten days written notice of the filing of this petition and the time of hearing to be given to the said Louis Monnin and Gertrude Irons, his sister. Signed Thos. J. Grather, P.J.

Aug. 12, 1926. Acceptance of service of notice by Gertrude Irons filed.

Aug. 23, 1926. Proof of service of notice on respondent filed.

And now, Sept. 9, 1926, it appearing to the Court that written notice of the time and place of hearing in this matter was duly served upon said Louis Monnin, and upon Gertrude Irons, and that the said Louis Monnin cannot be brought into Court with safety to himself to attend said hearing; after hearing had in open Court, the said Lewis Monnin is hereby adudged an insane person, and so mentally defective as to be unable to care for his property and estate; and Riley S Ames is hereby appointed Guardian as prayed for. Bond required in the sum of $2000.00, to be approved by the Court. Per Curiam. (See paper filed)

And now, Sep. 9, 1926, Bond of Riley S. Ames, Guardian, with United States Fidelity and Guaranty Co. as surety, in the sum of $2000, approved by the Court and filed.

Oct. 8, 1926. Appraisement of personal property of ward, amounting to $2553.26, filed.

Now petition of Riley S Ames, Guardian:

And now, April 4, 1927, upon presentation of the foregoing petition in open Court, and upon consideration of same, it is hereby ordered and decreed that the expenditures heretofore made by said guardian for and on account of his said ward, amounting to $21.90, be approved, and the said guardian is hereby authorized to send to his said ward, out of the estate in his hands not to exceed the sum of $5.00 monthly, for tobacco and luxuries not furnished by said State Hospital; and said guardian is hereby further authorized to buy and pay for out of the funds in his hands belonging to his ward's estate, such clothing and apparel for his said ward as shall be requested by the Superintendent of State Hospital; and the expenditures heretofore made amounting to the sum of $21.90, and the expenditures to be made in the future by virtue of this decree, shall be allowed as credits in the final account of said guardian. Per Curiam (See paper filed)

SEPTEMBERTERM, 1926

Donald C. Thompson.
Wm. J. Sirdevan
87
Geo. Eldred

Ed Harman
vs.
Charles L. Clark
Issued Aug. 5, 1926

Jay Twitchell 5-16-29 #
Atty paid 2.00
Shff. Jones 9-29-30
Fees & Peff paid 5.25
Atty 3.00

Summons in Assumpsit; Returnable to next term.
Sept. 10, 1926. Geo. Eldred, Esq., appears for defendant. (See paper filed)
Aug 15 1929 Plaintiffs Statement of Claim filed. Service accepted by Geo Eldred atty for Deft. (See paper filed)
Sept. 4, 1929. Affidavit of defense filed.
On Trial List for 1st & 2nd Mons Nov 1930 - No. 10
March 3, 1930 Continued by consent.
On Trial List for 1st and 2d Mondays of Oct. 1930 No. 22.

I direct the Prothonotary to mark this case "Settled and discontinued of record".
9-29-1930.
Donald C. Thompson,
Atty. for Peff.

Thomas & Thomas
88

Lucinda Peiffley
vs
Frank Peiffley
Issued Aug. 6, 1926

Tax Writ ($2.00 Pd by Libt. 1.00 Pd by Atty)	3.00
Shff. Jones,	3.05
Pro. Greeley	7.85
Atty	3.00
J.W. Smith, Master (paid)	25.00

Subpoena in Divorce

And now, August 6, 1926, Subpoena awarded, Returnable to first Monday of September next.

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

Subpoena returned: Served the within Subpoena in Divorce on the Respondent personally, on the 7th day of August, 1926, 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,

Chas. H. Jones, Shff.

Sept. 7, 1926 J.W. Smith, Esqr. is appointed Master in above stated case.

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

(See paper filed) Com. issued.

Sept. 13, 1926 Testimony and Masters report filed.

On Arg't. List for Sept'r Term, 1926, No. 35.

Now, Oct. 25, 1926, after due consideration, a divorce is decreed as prayed, and at cost of respondent.

Per Curiam.

Decree: And now, to wit Oct. 25, A.D. 1926 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 Court ordered adjudged and decreed

That the said Lucinda Peiffley be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore Contracted between her the said Lucinda Peiffley the libellant and the said Frank Peiffley 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 here to fore, in pursuance of said marriage, shall cease and determined;

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. 13, 1926 Recd from Plffs. Attys $10.90 being Shff's. & Pro. costs

W.L. Greeley, Pro.

Sept. 13, 1926 = Received of Pro. Greeley $3.05 being my costs.

Chas. H. Jones, Shff.
Per. L.L. Jones

Roy S. Peters
89

Araminta Unger
vs
Harold V. Unger.
Issued Aug. 9, 1926

Jay & Wirt (Atty. pd) $ 3.00
E. H. Jones, Deputy Sheriff, on Subp. (pd by Atty) 6.05
Fred B. Kebort, Master pd 9-12-26 25.00
Pro. Speeley paid 7.85
Atty 8.00

Subpoena in Divorce

And now, Aug. 9, 1926, subpoena awarded, Returnable to the Second Monday of September next.

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

Subpoena returned: E. H. Jones, Deputy Sheriff, makes affidavit: That he served the within subpoena in divorce upon Harold V. Unger, the respondent therein named on the 9th day of August, 1926, at 7:5 P.M. by delivering to him a true and attested copy of the within subpoena in divorce, at his residence, Township of Sugar Grove, Mercer County, Pa., and making known to him the contents thereof.

(See affidavit on subpoena.)

And now, Sept. 13, 1926, Fred B. Kiebort, Esq. is appointed Master to take the testimony on the part of the libellant and make due return thereof to the Court. (Signed) Thos. J. Brather, P. J.

(See paper filed) Com. Issued

Sept. 17, 1926 Testimony and report of Master filed.

On Argt. List for Sept. Term, 1926, No. 36.

Now, Oct. 25, 1926, After due consideration, a divorce is decreed as prayed, and at cost of respondent.

Per Curiam.

Decree- And now- to wit: October 26, A.D. 1926 this cause came on to be heard on libel, subpoena, subsequent proceedings and evidence therein, duly taken and filed & upon and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed.

That the said Araminta Unger be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her the said Araminta Unger the libellant, and the said Harold V. Unger the respondent.

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

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

(See papers filed)

Per Curiam.

SEPTEMBER TERM, 1926

John G. Spencer
Ft. Bollard

90

Sep. 29, 1928 Recd of Mrs Bertha Mellon, Guardian $7.50 being Pros. Costs on petition for allowance & filing & recording a/c
V. L. Greeley, Pro.

Oct 17, 1931 Recd of Bertha Mellon Guardian $12.00 in full for Costs and advertising
V. L. Greeley Pro

Petition of Mrs. Bertha Mellon for appointment of a Guardian for George Mellon of Shaler Township, as a person of weak mind.
Entered Aug. 9, 1926

Pro. Greeley 11-6-26	paid	5.00
Pro. Reg. for Co. including 3 c/f recording		7.50
Pro Greeley + adv		12.00

Aug. 9, 1926. Petition presented in open Court and filed. M. page 156.

And now, Aug. 9, 1926 upon presentation of the within petition, the hearing of this application is fixed for the 28th day of Sept. 1926, at 9:30 o'clock; and it is directed that ten days written notice be given Mrs Bessie A. Steadman, daughter of said George Mellon and Arthur W. Mellon, son of said George Mellon, 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 this hearing be served upon said George Mellon. (See paper filed) Per Curiam.

And now, Sept. 28, 1926, Hearing in above case continued to Oct. 11, 1926, at 10. A. M. (See paper filed) Per Curiam.

Oct. 11, 1926 Proof of service of notice of hearing on Deft. filed; also, Affidavit of assistant Supt. of State Hospital as to mental condition of the respondent, filed.

Decree: Now, October 11, 1926, the above stated matter came on for hearing at which time testimony was taken, and the Court found that the said George Mellon was a person of weak mind, and has become and now is incable of taking care of his estate, and is liable to waste and destroy the same. Now, therefore, the said George Mellon is found and declared to be a person of weak mind, and Mrs. Bertha Mellon, of Bonneauit Lake, Pa., is appointed Guardian of his estate, and her bond in this matter is fixed at Fifteen thousand Dollars ($15,000.00). Per Curiam. (See paper filed)

Oct. 22, 1926, Bond of Mrs. Bertha Mellon, Guardian of George Mellon, with Perry Shontz and Frame Shontz as sureties, in the sum of $15,000.00, approved by Hon. Thos. J. Prather, P. J. and filed.

Order of Court: Now, March 21, 1927, upon presentation of the above petition in open Court, and after due consideration, it is ordered and decreed that the said petitioner, Bertha Mellon, be and is hereby allowed the sum of $30.00 per month out of the estate of said George Mellon, to be used by her for the support and maintenance of herself and her son, Arthur Mellen; provided, however, that said monthly allowance shall not exceed the balance of the income from said estate after payment of all charges and expenses on account of the said George Mellon. (See petition filed) (Signed) Thos. J. Prather, P. J.

Aug. 1, 1927. Petition of Guardian for leave to purchase two cows and a hay rake, presented & filed in open Court.

—continued on page 452.—

SEPTEMBER TERM, 1926

Leland J. Culbertson
Stuart A. Culbertson
9.1

Elma Kinley
vs
Walter J. Kinley
Issued Aug. 11, 1926

	#
Tax + writ (paid)	3.00
Shff. Jones	3.05

Cr. Johnson, Master
Pro. Grieley
Atty

Subpoena in Divorce and for custody of Walter Kinley, Jr., minor child of parties.

And now Aug. 11, 1926, Subpoena awarded, Returnable to next term. (Signed) Thos. J. Prather, P.J.

Writ returned: Served the within Subpoena in Divorce on the respondent personally, on the 13th day of Aug., 1926, 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,
Chas. H. Jones, Shff.

And now, Sept. 13, 1926, Victor Johnson, Esq., is appointed Master in above case. (Sgd) Thos. J. Prather, P.J.
(See paper filed) Com. issued.

SEPTEMBER TERM, 1926

Leland J. Culbertson
Stuart A. Culbertson
92

Julia Telliho
vs.
George Telliho
Issued Aug. 13, 1926

Taxt work (J	#	3.00
Shff. Jones		2.57
Shff. Allegheny Co. (mail)		4.80
Roy S. Peters, Master		

Subpoena in Divorce

And now, August 12, 1926 Subpoena awarded Returnable to next term.

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

Subpoena returned: Served the within subpoena in divorce on the Respondent personally on the 19th day of August, 1926, by delivering to him a true and attested copy of same, and making known to him the contents thereof, as appears from affidavits as above.

So answers, Robert H. Dunn, Sheriff of Allegheny County, Pa.

The within respondent served by deputizing the Sheriff of Allegheny County, Penna, as per the return of service attached hereto

So answers Charles H. Jones, Shff

And now, Nov. 8, 1926 Roy S. Peters, Esq is appointed Master in the above stated case (See paper filed) Com. issued.

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

93

William Drake
vs
Ed Wagoner +
Mrs. Louisa Wagoner
Entered Aug. 14, 1926

Pro. Greeley (paid) # 2.25
Plff. on Orgl. 1.50

Of No. 411 May 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 Two hundred Dollars, being the amount of debt, interest and costs now due on the original judgment.

Debt #200.00
Int. from Aug. 19, 1926

W. pp. 148-148 Judgment
W. L. Greeley, Prothy

April 28, 1926 Received satisfaction in full of above judgment, debt, interest and costs, and Prothy will mark same, & original entries thereof satisfied. Wm Drake

SEPTEMBER TERM, 1926

J. Berry Eckels	Jennie Rabinowitz, also known as Mrs. Jacob Rabinowitz, doing business as J. Rabinowitz & Son, vs Nonpariel Manufacturing Co. Issued Aug. 16, 1926	Summons in Assumpsit, Returnable to First Monday in September next. Aug. 16, 1926, Statement of claim filed. Writ returned: Served the within summons together with plaintiffs statement of claim on Aug. 17, 1926, on within named deft. Nonpariel Mfg Co., at Wilkes-Barre, Pa., by handing to a member of said firm, namely, Mr. John Gerrey, Manager of same, a true and attested copy of the within summons and plaintiffs statement of claim, and making known to him the contents thereof. So answers Chas. H. Jones, Sheriff. And now, Sept. 22, 1926, upon praecipe of plaintiffs attorney, judgment is entered in favor of plaintiff and against defendant, for want of an appearance and affidavit of defense, and liquidated at the sum of Five hundred ninety-three Dollars and forty cents, with costs of suit. (See paper filed)
94		
	Tax + writ (Atty pd) $ 2.00 Shff. Jones (paid) 4.40 Bro. Greeley 2.50 Atty 3.00	Debt $ 593.40 Int. from Sept. 21, 1926 Judgment V. L. Greeley, Prothy

Corp page 162

Fi Fa no 26 Nov Term 1926
Oct 11, 1926 The above judgment satisfied of record. (See Fi Fa.)

SEPTEMBER TERM, 1926

Walter L. Peake
95

Oct 12 1926 Rec'd of Pfeffer attn Fourand 30/100 dollars as costs
V. L. Greiley Pro

Now. Oct. 12. 1926
Rec'd from W. L. Greiley Pro 2.80 being my cost
Chas. H. Jones Sheriff
by W. J.

Oct 12 1926 Rec'd of Pro Greiley Fifty cents 50¢ my costs
Jeanette N. Hood, Rec.

L. S. Fisher
vs.
Don Lemm and
Emma Lemm,
Mortgagors and
William S. Butler and
Josephine Butler,
Real Owners
Issued Aug. 16, 1926

Jay & writ (#2.00 Pd # Bal. pd by Atty 8/25)	4.50
Rec. Hood	.50
Shff. Jones	2.80
Shff. Reynolds (pd)	4.30
Pro Greiley	1.00

Scire Facias sur Mortgage recorded in Mortgage Book Vol. 94, page 351; Returnable to Second Monday of September next

Aug. 16, 1926, Affidavit as to total to land filed.

Writ returned:—

(a) Now, August 16, 1926, I hereby deputize the Sheriff of Lawrence County, Pennsylvania, to serve this writ.
Chas. H. Jones, Shff. of Crawford Co

(b) Served the within writ of Sci. Fa. sur Mortgage on William S. Butler and Josephine Butler, two of the within named defendants on the 20th day of August, 1926, at 10 o'clock A.M., by delivering to each of them personally a true and attested copy of the within writ, at No. 53 High Street, New Castle, Lawrence County, Pa., and making known to each of them personally the contents thereof. As to Don Lemm and Emma F. Lemm, the other within named defendants, "Non est inventus."

So answers Harrison M. Reynolds,
Sheriff of Lawrence County.
J. Earl Atkins, Deputy Sheriff.

(c) Served the within named defendants, William S. Butler and Josephine Butler, as per return of Lawrence Co., Pa., Sheriff, deputized by me to make said service, as hereto attached. Nihil habet as to defendants, Don Lemm and Emma F. Lemm.

So answers Chas. H. Jones, Sheriff.

Oct 12 1926 The above case is hereby discontinued of record.
Walter L. Peake
Atty for Plaintiff

96

Charles Gehr, Ella B. Logan, Cora B Gehr, and Harriet B. Grandey, administrator and heir at law of Emma J. Bunday,

vs.

Joseph J. Gehring

Entered Aug. 17, 1926

Pro. Greeley (paid) $2.25

Effs. on original (1.50)

Of No. 373 May Term, 1921

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 plaintiffs and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Five thousand one and 50/100 Dollars, and interest from May 5, 1926, being the amount of debt, interest and costs now due on the original judgment.

Debt $5001.50

Int. from May 5, 1926

Judgment

G. page 121.

V. L. Greeley, Prothy

And now, to-wit: June 20, 1930, having received satisfaction in full of this judgment, debt, interest and all costs, we direct the Prothonotary to mark this judgment as well as the original entered at no. 373 may Term, 1921, satisfied of record.

Witness: Donald C. Thompson, Attorney.

Chas Gehr,
Ella B. Logan,
Cora B. Gehr,
Harriet B Grandey
Administratrix &c of &c
heir at law of
Emma J Bunday

SEPTEMBER TERM, 1926

J. Berry Eckels 97	W. S. Clark vs. Floyd R. McCabe Issued Aug. 18, 1926 Bro. Greeley (pd 8/19/26) $2.00 Shff. Jones (pd to Shff) 2.00	Of No. 293 November Term, 1920. Scire Facias to Revive judgment et quare executionem non, Returnable sec. leg. McC. p. 111. (See Att. Ex. to No. 98 Sept. Term, 1926). Writ returned: Nov. 12, 1926. – After diligent search, the defendant is not found within my bailiwick. So answers, Chas. H. Jones, Sheriff.

J. Barry Eckels
98

W. S. Clark
vs.
Floyd R. McCabe, defendant, and Oscar Roudebush, Executor of the last will and testament of Morris Roudebush, deceased, Garnishee.
Issued Aug. 18, 1926

	#
Jax + writ (paid Aug. 19, 1926)	2.75
Shff. Jones (ret'd to Shff)	2.40
Shff Jones on Rule + Int.	2.40

Of No. 293 November Term, 1920
Attachment Execution

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 Oscar Roudebush, executor of the last will and testament of Morris Roudebush, deceased, and to summon him as garnishee

Writ returned: Served the within writ on Oscar Roudebush, Executor of the last will and testament of Morris Roudebush deceased, as Garnishee, on Aug. 25, 1926, at the Commissioners' Office, Meadville, Pa 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 the defendant, Floyd R. McCabe.

So answers Chas. A. Jones, Shff.

Dec. 1, 1926. Interrogatories to Garnishee filed, and same day, rule on Garnishee to answer within ten days. The following return is endorsed upon the Interrogatories & Rule:

"Served the within writ on Dec. 1, 1926 by handing to Oscar Roudebush, Executor named within, a true and attested copy of the within writ, and making the contents thereof known to him. Nihil habet as to Floyd McCabe.

So answers Chas A. Jones, Sheriff.

And now, July 18, 1927, On motion of plaintiff's attorney, the title of the above action is amended by adding the name of Edgar Roudebush as Garnishee. The names of the said garnishees to be as follows: Oscar Roudebush and Edgar Roudebush, executors of the Estate of Morris L. Roudebush, deceased.

(See paper filed) (Signed) Thos. J. Prather, P.J.

January 2, 1928. Answers of Garnishees to interrogatories filed.

SEPTEMBER TERM, 1926

(1) Victor Johnson 7-11-27 V.L.G.

Walter L. Peake

vs.

Don F. Smith

Steve Glavis

vs.

Leland Golden
otherwise known as Geo. Golden

Entered Aug. 23, 1926

Jas. Fentry ($2.00 paid) $ 1.50
Costs on Jdgms. 18.95
Pro. Greeley for County

Appeal by Dept. from Judgment of N. L. Bowen, Justice of the Peace.

Aug. 23, 1926, Don F. Smith, Esq. appears for dept. (See paper filed)

Aug. 25, 1926, Proof of notice of appeal and to file statement of claim filed - acceptance of service signed by Walter L. Peake, Esq., atty for Plff.

Sept. 17, 1926 Plaintiffs statement of claim filed.

On Trial List for 2d Monday of Jan. 1928 to 10

Janry 9, 1928, Continued by Consent.

SEPTEMBER TERM, 1926

S Y Rossiter, T B Dunn 100	William Rex Bond vs Lloyd E. Aspey, and Arthur D. Barr, doing business as the Barr Motor Company Issued Aug. 26, 1926. # Jay twist (paid) 2.00 Shff. Jones, ("Paid") 3.00	Summons in Assumpsit, Returnable to next term. Aug. 26, 1926, Statement of claim filed, and copy certified to Sheriff. Writ returned Feb. 7, 1927: Served the within summons together with plaintiff's statement of claim on the within named defendant, Arthur D. Barr, at his place of business, Water Street, Meadville, Pa., on Aug 26, 1926, by handing to him a true and attested copy of each and making known to him the contents thereof. Nihil habet as to the defendant Lloyd E. Aspey. So answers, Chas. A. Jones, Sheriff

SEPTEMBER TERM, 1926

J. Perry Eckels.
E.W. McArthur
101
S.Y. Rossiter

March 20 1928 Rec'd
of Deft Fourteen and
65/100 dollars in pait
costs
V. L. Greeley Pro

Rec'd of V. L. Greeley
Pro. March 20-1928
Eight-40/100 My costs.
C.H. Jones Shff

J. A. Myers
vs
The Pennsylvania
Railroad Company
Issued Aug. 30, 1926

Tax & writ (paid)	#	2.00
Shff. Jones		8.40
Pro. Greeley for Co.		6.25

Summons in Trespass,
Returnable to next term.
Sept. 8, 1926, S. Y. Rossiter, Esq., appears for defendant. (See paper filed)
Dec. 11, 1926, Statement of claim filed.
Dec. 15, 1926 Answer in nature of a demurrer filed.
March 7, 1927. Amended statement of claim filed by leave of court.
April 1, 1927 Affidavit of defense filed.
On Trial List for 2d Mon. of Jan. 1928, No. 17.
Janry 9, 1928. Continued on application of Deft. and marked Remanet.
(See paper filed) Per Curiam.
On Trial List for 1st & 2d Mons. of March, 1928, No. 63.
March 5, 1928. Continued by consent

March 20 1928. Enter discontinuance in above case
J. Perry Eckels
Atty for Pltff.

SEPTEMBER TERM, 1926

Donald C. Thompson. ✓

102

Charles B. Stegner ✓

Aug. 22, 1929, Received from Plffs Atty $12.85, being unpaid costs on Trans. $5.35 + Pro. Greeley + Sat. $7.50.
V. L. Greeley, Pro.

Harry K. Flanders
vs
G. F. Henry Wuesthoff
Entered Aug. 31, 1926

Tax + entry (paid by Deft Atty)	$ 1.50
Costs on Trans. ($7.50 pd by Deft)	6.85
Pro. Fs. for Security	7.25
Atty	3.00

Appeal by Deft. from Judgment of Peter B. Tate, Alderman.
Jan. 17, 1927. Plffs. Statement of claim filed.
Jan. 19, 1927. Acceptance of service of copy of Statement of claim by Deft's atty filed.
Jan. 31, 1927. Affidavit of defense filed.
Service of same accepted by Plff's Atty Feb. 3, 1927.
On Trial List for 1st & 2d Mondays of March, 1927, No. 11.
March 10, 1927. Case stated to be agreed upon; and continued.
Per Curiam
On Trial List for 2d Monday of Jan. 1928, No. 11
Jany 9, 1928. Case stated to be agreed upon and filed. Per Curiam.
Jany 26, 1928. Agreement as to facts by counsel, and Case Stated, filed.
On Trgt. List for Feb. Term, 1928, No. 8.
Feb. 28, 1928. Argued b.c.v.

Now, May 7, 1928, under the facts presented in the case stated, judgment is hereby entered in favor of plaintiff, Harry K. Flanders, and against the defendant, G. F. Henry Wuesthoff, for the sum of $12.01, same being amount of debt and interest, with costs of suit. Per Curiam.
(See opinion filed)

Debt $12.01
Int. from May 7, 1928.
Judgment.
V. L. Greeley, Pro.

W. p. 280

Aug. 22, 1929 – This judgment and costs having been paid, I direct the Prothonotary to mark same satisfied.
Donald C. Thompson,
Atty. for Plff.

SEPTEMBER TERM, 1926

103

Charles S. Major
vs.
Mrs. Georgia Wotherbee
Entered Aug. 31, 1926.

Pro. Speeley (Pffs. pd) # 2.25

Of No. 323 May 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 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, for the sum of One Hundred four and 20/100 Dollars, being the amount of debt, interest and costs now due on the original judgment.

Dated Aug. 30, 1926

Debt # 104.20
Int. from Aug. 30, 1926.
Judgment
W. Speeley, Pro.

W. page 239.
Credit, Aug. 30, 1926, # 3.00

SEPTEMBER TERM, 1926

J. Berry Eckels ✓ 104	Fisk Tire Company, a corporation, vs ✓ Arthur D. Barr, doing business as ✓ Barr Motor Company Issued Aug. 31, 1926 Tax & writ (paid) 2.00 Shff. Jones	Summons in Assumpsit Returnable to next term

SEPTEMBER TERM, 1926

J. A. Boland & F. C. Boland

105

Kent & Mook for Rule

Ida A. Marey,
Executrix of estate of
L. A. Marey, deceased,
vs.
Julia A. Wing
Issued Sept. 1, 1926

Pro. Greeley	#	2.25
Shff. Jones,		1.00
Shff. Jones-alias, (Paid)		5.20
Pro. S. on alias (Pd by Pltff for Shff.)		.25
Pro. on judgment (Pd by Pltff for Shff.)		2.50
Atty		3.00
		16.20
Costs on Orig.:		
Atty		5.25
Rec. & F. Fuller		.50
Shff. Jos. Snodgrass		5.40
Pro. Greeley		2.50
Pro. S. for County		.50
Pro. S. on Rule		13.75

Of No. 133 September Term, 1921
Sci. Facias to revive and continue lien of above judgment, et quare executionem non, Returnable to next term.

Writ returned: Sept 13, 1926 Nihil habet as to defendant Julia A Wing.
So answers Chas. H. Jones, Shff.

Sept. 23, 1926 Alias Sci Fa. issued, returnable to next term.

Alias writ returned: Served the within writ on the within defendant personally, on Sept. 27, 1926, at her residence on Grant Street, Cambridge Springs, Pa. by leaving with her a true and attested copy of the within writ, and making known to her the contents thereof.
So answers Chas. H. Jones, Sheriff.

And now, November 22, 1926, Upon praecipe of plaintiffs attorney, judgment is entered in favor of plaintiff and against defendant, for want of an appearance, and liquidated at the sum of Seven hundred two and 62/100 Dollars, with interest thereon from Oct. 17, 1926. (See paper filed)

Debt	# 702.62
Attys com. included	33.45
Int. from Oct. 17, 1926	

W. page 240. Judgment
V. S. Greeley, Prothy.

Lev. Fac. to No. 20 Sep. Term, 1931.

July 23, 1931, Petition of George Brink, Guardian of estate of Julia Wing, deft. who has been adjudged to be a person of weak mind, to open the above judgment and let him into a defense, etc., presented at Chambers and filed.

And now, July 23, 1931, On motion of Kent & Mook, Esqs., attorneys for the petitioners above named, the Court grants a rule on plaintiff to show cause why the judgment should not be opened and defendant let into a defense. Returnable to the first Monday of Sept. 1931. proceedings to stay until determination of the rule. Per Curiam.
(See paper filed)

Aug 5, 1931. Answer to petition to open judgment and stay proceedings, filed.

On Argt. List for Sep. Term, 1931, No. 8.

Now, Sept. 29, 1931, By agreement of counsel, rule to show cause is hereby discharged,- It appearing that petitioner was acting strictly in a fiduciary capacity, and in absence of evidence of bad faith, we are not convinced that costs should be imposed upon him. Per Curiam.

Alias Lev. Fac. to No. 87 May Term, 1932.

SEPTEMBER TERM, 1926

106

H.B. Besanson, in trust for Edward Besanson

vs

Herman Besanson

Entered Sept 2, 1926

Pro. Greeley (Plff. pd) # 2.25

Original Costs:

Plff 3.75

W.H. Henderson Sat 6.00

Of No. 17 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 defendant by the Sheriff of said county and duly so returned; And that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Five hundred twenty-six 72/100 Dollars, being the amount of debt and Atty. commission now due; with interest from Oct. 9, 1926 #

Debt 526.72

Attys Com. included 10.00

Int. from Oct. 9, 1926

Judgment

W.L. Greeley, Prothy

Be. page 149.

And now April 16, 1937 received satisfaction in full of the above judgment debt interest and costs.

Ed Besanson

SEPTEMBER TERM, 1926

107	Venire for the First Monday of October, 1926 Issued Sept 2, 1926 Pro Greeley # 1.75	Venire to draw and summon fifty qualified persons to be traverse jurors for the Court of Common Pleas to be held the first Monday of October next Oct 11, 1926 Sheriffs return to venire with panel of traverse jurors annexed, filed.

SEPTEMBER TERM, 1926

Wesley B. Best ✓
108

Nov. 22, 1926 Received from libellant per Wesley B Best Esq Atty #10.70, being Shffs. & Pros. costs
V L Greeley, Pro

Rec'd of Pro Greeley nov 23/26 my Costs in this mtr. amt $3.85 Chas H Jones

Lauretta B. Lilly
vs.
Henry P. Lilly
Issued Sept 2, 1926

Jax & wick (Atty) pd	#	3.00
Shff. Jones		3.85
C. L. Webb, Master (Fraq)		25.00
Pro. Greeley		7.85
Atty		3.00
Costs at 117 Sep 1925		8.65

Subpoena in Divorce
And now, Sept. 2, 1926, subpoena awarded, returnable to the first Monday of October next
(Signed) Thos. J. Brather, P.J.

Subpoena returned: Served the within subpoena in divorce on the respondent personally, on the third day of Sept., 1926, 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, Chas. H. Jones, Sheriff.

And now, Oct. 4, 1926, Curtis L. Webb, Esq., is appointed Master to take testimony in the above stated case and make report to the Court. By Hon. Thos. J. Brather, P.J.
(See paper filed)

Nov. 3, 1926 Testimony and report of Master filed

On Argument List for Nov. Term, 1926. No. 15.

Now, Dec. 29, 1926, After due consideration, a divorce is decreed as prayed, and 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 Lauretta B. Lilly be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Lauretta B. Lilly the libellant, and the said Henry P. Lilly, 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, 1926

109	W. W. Deichman vs Samuel L. Saeger Entered Sept. 4, 1926 Pro. Greeley (Paid by Def) # 2.25	Of No. 445 May 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 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 Eleven hundred eleven and 50/100 Dollars, being the amount of debt, interest to Sept. 1, 1926, and costs now due on the original judgment. Dated Sept. 4, 1926 Debt # 1111.50 Int. from Sept. 1, 1926 Judgment V. L. Greeley, Pro'thy See page 192 Aug. 12, 1931. Amicable Sci. Fa. to No. 445 Sep. Term, 1931.

SEPTEMBER TERM, 1926

Thomas & Thomas
1 1 0
Brooks, English & Quinn

A. A. Zimmerman
vs
Bernice B. Thompson
Issued Sept. 7, 1926

Tax & writ (Pegg. pd)	#	2.00
Shff. Jones		2.60
Cpo. Greeley		9.10
Jury fee (Paid by Defts Sept 23/27)		4.00
Atty		3.00

Summons in Trespass, Returnable to first Monday of October next.

Sept. 7, 1926. Statement of claim filed, and copy certified to Sheriff.

Sept. 18, 1926. Brooks, English & Quinn (of Erie, Pa.) appear for Deft. (See paper filed)

Sept. 18, 1926. Affidavit of defense filed.

On Trial List for 1st Mon. of Jan. 1927, No. 11

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

And now, March 7, 1927, a jury selected and sworn as follows: 1- Earl Snodgrass, 2- David Johnston, 3- Ernest Boyles, 4- Mrs. Edith Bunting, 5- Mrs. Florence Hamilton, 6- Mrs. Nettie Lefever, 7- Mrs. Berne Kyle, 8- Mrs. Elnora Lowther, 9- S. S. Green, 10- Arthur Schultz, 11- Fred L. Birch, 12- Anna Knickerbocker: twelve good and lawful persons, who upon their solemn oaths which they have taken, say March 8, 1927, they find for the defendant. Z. p. 27.

March 7, 1927, Plaintiffs points filed.

And now, March 23, 1927. The jury fee having been paid, judgment is entered upon the verdict in this case, in favor of the defendant and against the plaintiff, for costs of suit.

Z. page 27. Judgment.

D. L. Greeley, Prothy

SEPTEMBER TERM, 1926

John C. Spencer vs. Harry L. Keck Wesley B. Best John C. Spencer	William Brown vs. The School District of West Shenango Township, Crawford County, Penna. Entered Sept. 7, 1926 Jax Century (Pd by Dft. pr. Bill) # 1.50 Costs on Trans. # 1.50 pd by Dft 80.43	Appeal by Defendant from Judgment of E. W. Butcher, Esq., Alderman for Fourth Ward, City of Meadville. On Trial List for 1st & 2d Mon. of Oct. 1928 No. 30 Oct. 8/28 Off list"

SEPTEMBER TERM, 1926

O Clare Kent
112

Feby 14 1927 Recd of Pleff by atty Seventeen and 50/100 Dollars Shff & Proctry Costs
V. L. Greeley Pro

Feb 14/1927
Recd of Pro Greeley my ents on this writ
$6 65/100 Sex 65/100
C Chas H Jones
Sheriff

J. R. Winans
vs.
Cassie L. Winans
Issued Sept. 7, 1926

	#
Jay & wick	3.00
Shff. Jones	6.65
C. L. Webb, Master Pro	25.00
Pro Greeley	7.85
atty	3.00

Subpoena in Divorce.

And now, Sept. 7, 1926, subpoena awarded returnable to first Monday of November next. Per Curiam.

Subpoena returned: Served the within Subpoena in Divorce on the Respondent personally on the 16th day of October 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, Nov. 22, 1926, Curtis L. Webb, Esq., is hereby appointed Master in this case. By Hon. Thos. J. Brather, P.J.

(See paper filed) Com. issued.

Jan 31 1927 Testimony and Report of Master filed.

On Argt. List for Feb. Term, 1927, No. 13

April 25, 1927. After due consideration, a divorce is decreed as prayed. By the Court.

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 in Court 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 J. R. Winans be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between him, the said J. R. Winans the libellant and the said Cassie L. Winans the respondent.

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

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

(See paper filed) Per Curiam

SEPTEMBER TERM, 1926

Boland + Boland

113

Petition of Edward W. Holcomb for appointment of a Guardian for Nancy E Grane of Venango Township, an alleged lunatic. Entered Sept. 7, 1926

Pro. Greeley 12-7-28 paid 5.00

Pro. Gon acct + adv 9.00

Sept. 7, 1926. Petition presented in open Court and filed. 6. page 238.

And now, Sept. 7, 1926, upon consideration of the above petition in open Court, and after due consideration, the 28th day of September, 1926, at ten o'clock A.M. is hereby fixed as the time that the public hearing will be had before the Court in this matter. At which time all parties in interest may appear and they will be heard. Ten days notice of this hearing shall be given to said Nancy E. Grane, and also the Supt. of said Hospital at North Warren, Pa, and also the other members of her family residing within this county.

(See petition) Per Curiam.

And now, Sept. 28, 1926, Hearing in above case continued to Oct. 11, 1926, at 10 A.M.

(See paper filed) Per Curiam.

Oct. 11, 1926. Proof of service of notice of hearing upon respondent, filed.

Decree: Now, October 11, 1926, the above stated matter came on for hearing, at which testimony was taken. The Court found that said Nancy E Grain was a lunatic and by reason of such lunacy has become and is now, incapable of handling her estate, and is liable to waste or destroy the same. Now, therefore, the said Nancy E Grane is found and declared to be a lunatic; and D.L. Mathews of Sambridge Springs, Pa, is appointed Guardian of her estate, and his bond in this matter fixed at Sixteen hundred Dollars ($1600.00).

(See paper filed) Per Curiam.

Nov. 22, 1926, Bond of D.L. Mathews, Guardian, with E.W. Holcomb and N.H. Bertram as sureties in the sum of $1600.00, approved by the Court and filed.

April 1, 1929 Final and Final account of Guardian filed showing balance due estate of $265.42 and Notice issued to Enterprise News that account will be finally confirmed on 4th Monday of April next if no exceptions are filed in the meantime

April 15 1929 Proof of Publication filed.

Now, May 6, 1929, upon presentation of the within account in open Court, and due proof of publication by the Prothonotary, according to rule of Court, and it appearing that no exceptions hereto have been filed, the within account is confirmed absolutely, and said accountant is directed to pay over to the Warren State Hospital the said sum of Two Hundred Sixty-five 42/100 Dollars, in full settlement of his account, and that he be discharged from said trust. Per Curiam.

(See account)

April 1, 1929 Rec'd of Guardian Nine Dollars as Costs. V.E. Greeley Prd

July 25, 1944, Receipt showing payment to the Commonwealth of Pennsylvania in full, according to order of Court, filed.

SEPTEMBER TERM, 1926

J. Berry Eckels

114

John McSorley
Petitioner
vs.
James McGuire,
Ariana S. Riddle
Benjamin F. Schenk
guardian of Ariana S. Riddle
A. B. Burns, and
Howard Conover, R. B.
Jackson, and O. H. Randebush, Commissioners
of Crawford County,
Penna., Respondents.
Entered Sept. 7, 1926.

Bro. Greeley	10 50
Sheff Jones,	2.00
atty	3.00

Rule to bring Ejectment for a piece of land in Sadsbury Township, "containing sixty-three acres of land, more or less, after deducting an additional strip of about 75 X 400 feet for right of way of the Bessemer Railroad from the State Ditch to the south line of the whole property, which strip is included in the above description." (For description at length, see petition)

And now, Sept. 7, 1926, the foregoing petition having been presented in open Court after information and testimony taken, due proof of allegations set forth in the petition having been made to the satisfaction of the Court, a rule is hereby granted upon said James McGuire, Ariana S. Riddle, Benjamin F. Schenk, guardian of Ariana S. Riddle, A. B. Burns, and Howard Conover, R. B. Jackson and O. H. Randebush, Commissioners, their heirs and assigns, said parties having an apparent interest in and to the real estate described in the petition, but not having been in possession thereof for a period of 21 years next preceding the date of said application, - to bring their action of ejectment within six months from the date of service of said rule upon them, or show cause why the same cannot be so brought. It is further ordered and decreed that service of said rule be made upon said parties claiming or having apparent interest in or title to the said real estate, by publication in the Meadville Tribune-Republican and Conneaut Lake Breeze, two newspapers of Crawford County, once a week for six weeks, in accordance with the Act of Assembly in such case made and provided, said rule to be returnable to the first Monday of October, 1926, at 10 o'clock A. M.

Per Curiam

Same day, Rule issued to Sheriff.

And now, Sept. 11, 1926, the rule granted in the above case is amended by making same returnable to first Monday of Nov. next at ten o'clock A. M. Per Curiam (See paper filed)

Nov. 1, 1926, Answer of A. B. Spidekoper and May F. Rankin filed in open Court

Nov. 1, 1926, Certified rule returned with proofs of publication, and acceptance of service for County Commissioners, filed

Decree: And now, September 6, 1927, it appearing that due service of the rule in this case was made by publication and waiver of service upon all parties, defendant in the above entitled action. Said rule having been returnable to the first Monday of November, 1926, as appears by the return of the Sheriff, filed, and there being no appearance by or on behalf of any of the defendants in said action and it appearing to the satisfaction of the Court that none of the

Continued on Pg 453.

SEPTEMBER TERM, 1926

115	W. A. Porter vs. A. J. Ebert Entered Sept. 11, 1926 Tax & entry pd by Deft 1.50 Costs on Trans. (pd) 5.65	Appeal by Deft. from Judgment of A. F. Moses, J.P.

SEPTEMBER TERM, 1926

Dickson Andrews
116

John Richard Noyes
vs.
Vera J. Noyes
Issued, Sept. 11, 1926.

	#
Tax & writ (Atty pd)	3.00
Shff. Jones,	1.85
Shff. Jones, alias	1.85
Shff. Jones - proc (#2.50 pd)	6.40
Paul E. Thomas, master	25.00
Pro Greeley	10.10
atty 2-1st-1927 Add'l dec.	3.00

Subpoena in Divorce
And now, Sept. 11, 1926, subpoena awarded, returnable to the first Monday of November, 1926.
(Signed) Thos. J. Brother, P.J.

Subpoena returned Nov. 1, 1926: The within named respondent is not found in my bailiwick. So answers, Chas. H. Jones, Shff.

Nov. 2, 1926, Alias subpoena in divorce issued returnable to first Monday of Dec. next.

Alias subpoena returned Dec. 6, 1926: The within named respondent is not found in my bailiwick. So answers
Chas. H. Jones, Sheriff.

Dec. 10, 1926. Order for proclamation issued, returnable 1st Monday of Feb. 1927.

And now, Feb. 7, 1927 Made proclamation in the above entitled case according to law, and caused the same to be published in the Connellsville Courier, a newspaper printed within my bailiwick, for four weeks successively prior to return day thereof, as per copy of said proclamation and proof of publication hereto Attached. So answers Chas. H. Jones, Shff

And now, Feb. 7, 1927, Paul E. Thomas, Esq., is appointed Master to take testimony and report thereon to the Court (See paper filed) Com. issued. By Hon. Thos. J. Brother, P.J.

Feby 17 1927 Testimony and Repot of Master filed.

On Argument List for Feb. Term, 1927, No. 14

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 are true, it is by the Court ordered and adjudged and decreed.

That the said John Richard Noyes be divorced and forever separated from the vinculo matrimonii, heretofore contracted between him the said John Richard Noyes the libellant and the said Vera J. Noyes the respondent.

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

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

(See paper filed) Per Curiam

Feby 15 1927 Rec'd of Peff by atty Twenty and 70/100 Dollars as costs
V. L. Greeley Pro

Feb 15 1927
Rec'd of Pro Greeley
$7.60 Sevn 60/100 Dollars
costs Chas. H. Jones
Sheriff

SEPTEMBER TERM, 1926

117.	Fort Drake Watchmen, No. 28, a Pennsylvania corporation, of Titusville, Pa.,	Appeal by Defts from Judgment of Peter B. Tack, Alderman.
Charles B. Stegner	vs. G. W. Bodamer	
	Entered Sept. 13, 1926.	
	Tax & entry (paid) # 1.50	
	Costs on Trans. ($1.50 pd) 5.40	

SEPTEMBER TERM, 1926

Thomas & Kiebort

118

P. Sears
vs.
Charles Hogue
Entered Sept. 13, 1926

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

Tax & entry (paid by Defts. Atty) 1.50
Costs on Trans. (paid by Deft.) 6.00
Pro. Ss. 1.00

May 9, 1928, Received from Defts. Attys $5.50, being A. L. Boynton Ald, $3.60; J. A. Hanka, Const. $.90 and Pro. Ss. $1.00.
V. L. Greeley, Pro.

May May 9-1928. This case discontinued & costs of J. P. Court all cost paid.

Thomas & Kiebort - Atty for P. Sears.

NOVEMBER TERM, 1926

William Houck
vs.
P. J. Eckert
Entered, Sept. 13, 1926
Pro. Greeley (paid by Deft) 2.25

Of No. 12 September Term, 1921
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, for the sum of Three hundred fifty Dollars, with interest from Oct. 3, 1925, being the amount of debt interest and costs now due on the original judgment.

Dated, Sept. 13, 1926

Debt $350.00
Int. from Oct. 3, 1925
E. page 47. Judgment

V. L. Greeley, Prothy.

Nov 3 1930 Rec'd satisfaction in full debt interest and costs on the above judgment
Wm Houck

NOVEMBER TERM, 1926

Thomas & Thomas ✓
2
✓

Aug 29 1927 Rec'd of Seff by atty Twenty one Dollars Shff & Pros costs
U. S. Greeley Pro

Aug 29-1927
Rec'd of Pro Greeley
9.00 Fine. 9.00
Imy costs So answers
Chas H Jones
Sheriff

Henrietta Miller
vs.
L. D. Miller
Issued Sept. 13, 1926

Jay & writ (Paid) #	3.00
Shff. Jones	1.85
Shff Jones-alias	1.85
Shff Jones, Srve.	7.20
J. D. Roberts, Master	25.00
Pro Greeley	10.10
atty	3.00

Subpoena in Divorce and for custody of child, Melvel Miller.

And now, September 13, 1926, subpoena awarded, returnable the first Monday of November, 1926.

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

Subpoena retd Nov. 1, 1926: The within named respondent is not found in my bailiwick. So answers Chas. H. Jones, Shff.

Nov. 1, 1926, Alias subpoena in divorce issued, returnable to first Monday of Dec. next.

Alias subpoena retd Dec. 6, 1926: The within named respondent is not found in my bailiwick.

So answers Chas. H. Jones, Sheriff.

Dec. 6, 1926. Order for proclamation issued, returnable to first Monday of Feb. next.

And now, Feb. 7, 1927, Made proclamation in the above entitled case according to law, and caused the same to be published in the Loch-published
ranton Times, a newspaper ~~published~~ within my bailiwick, for four weeks successively prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached

So answers Chas. H. Jones, Sheriff.

And now, Feb. 7, 1927, J. D. Roberts, Esq., is appointed Master in above case. By Hon. Thos. J. Grather, P.J. (See paper filed)

Sept 12, 1927 Testimony and Report of Master filed.)

On Argument List for Sept Term, 1927, No 7.

Now, Nov. 11, 1927. After due consideration, a divorce is decreed as prayed, at cost of respondent, and the custody of the child, Melvel Miller, is awarded to the libellant.

Per Curiam.

Decree: And now, to-wit: November 11, 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 Henrietta Miller be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Henrietta Miller the libellant, and the said L. D. Miller the respondent: And that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage, shall cease and determine; and the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married. And it is further ordered that the custody of the child, Melvel Miller be and the same is hereby awarded to the said libellant, Henrietta Miller. Per Curiam.

(See paper filed)

NOVEMBER TERM, 1926

Curtis L. Webb 3	E. C. Sweeney vs. William O. Knapp, Dept. and H. A. Bentley, Executor of the estate of Fidelia Knapp, now deceased. Issued Sept. 14, 1926. Jay & Irwin (Atty paid) 2.75 Shff. Jones	Def. No. 115 May Term, 1926. Attachment Execution Returnable to next term.

NOVEMBER TERM, 1926

J. E. Boozard H	Curtis L. Webb Trustee vs William E. Knapp, Deft., and H. H. Bentley, Executor of the estate of Fidelia Knapp, now deceased. Issued Sept. 14, 1926 Tax + writ (Atty fee) $2.75 Shff. Jones	Of No. 63 May Term, 1922. Attachment Execution Returnable to next term.

NOVEMBER TERM, 1926

Victor J. Thomas 12-13-26 V.L.G.

J. D. Roberts

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Thomas & Robert for John Watt and Harry Watt Defts. 8/18/26 V.L.G.

Thomas & Thomas 9/20/26 / attys for Garnishee

W. C. Hall

vs.

John Watt and Harry Watt, Defendants and Crawford County Trust Company Garnishee

Issued Sept. 14, 1926

Tax & writ (Pfff. pd) #	2.75
Sheff. Jones,	6.50
Effie M. Peffers, Comr.	
T & T. Attys	20.00
Pro Greely for C	8.00

Of No. 99 February Term, 1923.
Attachment Execution,
Returnable to next term.

Writ returned: Served the within named defendant, Harry Watt on Sept. 16, 1926, at his residence in Spreenwood Township, Crawford County, Pa., by handing to him personally a true and attested copy of the within Attachment execution, and making the contents thereof known to him; and on Sept. 14, 1926, I did serve the within named Crawford County Trust Company, Garnishee, by handing to Robert D. Gaskill, an official of said company, a true and attested copy of the within writ, and making the contents thereof known to him. Nihil habet as to the within named defendant, John Watt. So answers Chas. A. Jones, Sheriff.

Nov. 22, 1926 Petition of Effie M. Watt for leave to intervene as a party dft. in this case, presented in open Court, and thereupon a rule to show cause is hereby granted, returnable to first Monday of January next at 10 A.M.
(See paper filed) Per Curiam.

Dec. 13, 1926. Plffs reply to rule to show cause filed.

June 7, 1927. Interrogatories to Garnishee filed, and rule on Garnishee to answer same in 10 days; Service accepted.

July 18, 1927. Answers of Garnishee to Interrogatories, filed.

And now, Sept. 6, 1927, Miss Effie M Peffers is hereby appointed Commissioner to take testimony on the rule to intervene by Effie M. Watt, in the above entitled case. Per Curiam.
(See paper filed) Com. issued.

And now, Nov. 9, 1927, It is ordered that a counsel fee of $20.00 be and is hereby awarded to Crawford County Trust Company, garnishee, the same to be paid out of the funds in its hands.
(See paper filed) Per Curiam

And now, Nov. 9, 1927, upon consideration of the within, it is ordered that a rule be and is hereby entered upon the plaintiff, Harry Watt and Effie M. Watt, to show cause why an issue should not be formed to determine their rights to the funds in the hands of Crawford County Trust Company, Garnishee.
(See petition filed) Per Curiam

On Argument List for Nov. Term, 1927, No. 1.

On Arg. List for Feb. Term, 1928, No. 17.

Feb. 28, 1928 Rule made absolute, counsel to frame issue by agreement. Per Curiam.

F. I. to No. 175 Feb. Term, 1930.

NOVEMBER TERM, 1926

C. Victor Johnson 12-13-26. V.E.G.

J. D. Roberts
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Thomas & Thomas 9/20/26 V.E.G.
attorneys for garnishee
Thomas & Liebert for
Harry Watt, Deft.
11/8/26. V.E.G.

Robert Mellon
vs
Harry Watt, Defendant,
and Crawford County
Trust Company
Garnishee.
Issued Sept. 14, 1926.

Tax & writ (Plff. pd)	2.75
Shff. Jones	6.10
T. & T. Attys	20.00
Pro G. (Ord. Sec. Fi. Fa. No. 3 May Term 1923)	8.00

Of No. 131 November Term, 1923
Attachment Execution,
Returnable to next term.

Writ returned: Served the within named Deft. Harry Watt on Sept. 16, 1926, at his residence in Greenwood Tp., Crawford Co., Pa., by handing to him a true and attested copy of the within writ and making the contents thereof known to him; Served the within named Crawford County Trust Company, Garnishee, on Sept. 14, 1926, by handing a true and attested copy of the within writ to Robert D. Gaskill, secretary of said Trust Company, and making the contents thereof known to him. So answers Chas. H. Jones, Sheriff.

Nov. 22, 1926 Petition of Effie M. Watt for leave to intervene as a party Deft. in this case, presented in open Court, and thereupon a rule to show cause is hereby granted returnable to the first Monday of Jany. next, 1927 at 10 o'clock, A.M. Per Curiam. (See paper filed)

Dec. 13, 1926 Answer of plaintiff to rule to show cause filed.

June 24, 1927. Interrogatories to garnishee filed, and rule to answer same within ten days; Service accepted.

July 18, 1927 Answer of Garnishee to Interrogatories filed.

And now, Sept. 6, 1927 Miss Effie M. Peffers is hereby appointed Commissioner to take testimony on the rule to intervene by Effie M. Watt, in the above entitled case. (See paper filed) Commission issued. Per Curiam.

And now, Nov. 9, 1927, upon consideration of the within, it is ordered that a counsel fee of $20.00 be and is hereby awarded to Crawford County Trust Company, Garnishee, the same to be paid out of the funds in its hands. Per Curiam. (See petition filed)

And now, Nov. 9, 1927, upon consideration of the within, it is ordered that a rule be and is hereby entered upon the plaintiff, Harry Watt and Effie M. Watt to show cause why an issue should not be formed to determine their rights to the fund in the hands of the Crawford County Trust Company Garnishee (See petition filed) Per Curiam.

On Argument List for Nov. Term, 1927, No. 2.

On Argt. List for Feb. Term, 1928, No. 18.

Feb. 28, 1928. Rule made absolute, counsel to agree upon issue to be framed. Per Curiam.

F. I. to No. 176 Feb. Term, 1930.

NOVEMBER TERM, 1926

John O. McClintock & Walter J. McClintock for Rule
vs
Wesley B. Best

J. J. Rogers
vs
Joseph Carman
Entered Sept. 14, 1926

Tax & entry (Dept. pd) # 1.50
Costs on Trans. 14.85
Pro. Greeley
Dorothy Hunter
Beatrice Dodge Com. 8.50

Appeal by Defts. from Judgment of Fred. C. Cark, J.P.

Sept. 16, 1926, On motion in open court, rule to show cause why appeal should not be stricken off, returnable to fourth Monday of Sept. 1926. Per Curiam.
(See paper filed)

On Argt. List for Sept. Term, 1926 No. 10.

Sept. 27, 1926, Additional reasons for striking off appeal filed by leave of Court.

And now, Oct. 18, 1926, Miss Beatrice Dodge is appointed Commissioner to take testimony on part of Defts. Per Curiam. (See paper filed)
Commission issued.

Now, Nov. 16, 1926, - Miss Dorothy A. Hunter is appointed commissioner to take testimony in place of Miss Dodge, now removed from the County. (Sgd) Thos. J. Rather, P.J. Com. issued.

Nov. 23, 1926, Argued C.A.V.

Dec. 8, 1926, Testimony on part of defendant filed.

Now, Dec. 8, 1926, Rule to quash discharged, and the same converted into a rule upon defendant to perfect his appeal within fifteen days from the filing hereof, and upon his failure so to do, said appeal shall upon motion be quashed. Per Curiam. (See opinion of Court filed)

Dec. 21, 1926. Recognizance or bail bond of Joseph Carman, deft. and Reuben Colvin bail, in the sum of #351.70, taken before Prothy Dec. 13, 1926, approved by Hon. Thos. J. Rather, P. J., and filed.

J. D. Roberts 12-13-26
Vicky Johnson V.K.G.
&
Thomas & Kelbert for Defts.
John Watt and Harry Watt
Nov. 8, 1926 V.K.G.
Thomas & Thomas 9/20/26 ✓
Attorneys for Garnishee

June 28 1930 Rec'd from Fred Brooks Estate fourteen and 50/100 Dollars balance of costs in this case
V. L. Greely Prop

C. L. Coulter, use of
Fred A. Brooks
vs.
John Watt and Harry Watt, Defendants, and Crawford County Trust Company
Garnishee
Issued Sept. 15, 1926.

Tax & writ (Pltf. paid)		2.75
Shff. Jones,		6.50
J. & J. Attys		20.00
Prop Greely & Co		8.00

Of No. 244 November Term, 1923.
Attachment Execution,
Returnable to next term.

Writ returned: Served the within attachment execution on the within named defendant Harry Watt, at his residence in Greenwood Tp., Crawford County, Pa., on Sep. 16, 1926, by handing to him personally, a true and attested copy of the within Att. Execution, and making the contents thereof known to him, and I did on Sep. 15, 1926 serve a true and attested copy of the within Attachment execution on the within named garnishee, Crawford County Trust Co. by handing to Robert D. Gaskill, Secretary of said bank, or garnishee, and making the contents thereof known to him. Nihil habet as to defendant John Watt
So answers Chas. H. Jones, Sheriff.

Nov. 22, 1926, Petition of Effie M. Watt for leave to intervene in this case as a party defendant presented in open Court, and thereupon a rule to show cause is hereby granted, returnable to the first Monday of January next, at 10 o'clock A. M.
(See paper filed.) Per Curiam

Dec. 13, 1926, Answer of plaintiff to rule to show cause filed.

June 24, 1927, Interrogatories to Garnishee filed, and rule to answer same within ten days; service accepted by Attys for garnishee.

July 18, 1927, Answers of Garnishee to interrogatories filed.

And now, Sept. 6, 1927, Miss Effie M. Beggs is hereby appointed Commissioner to take testimony on the rule to intervene by Effie M. Watt, in the above entitled case.
(See paper filed) Comm. issued. Per Curiam.

And now, Nov. 9, 1927, upon consideration of the within, it is ordered that a counsel fee of $20.00 be and is hereby awarded to Crawford County Trust Company, garnishee, the same to be paid out of the funds in its hands. Per Curiam (See paper filed)

And now, Nov. 9, 1927, upon consideration of the within it is ordered that a rule be and is hereby entered upon the plaintiff, Harry Watt and Effie M. Watt to show cause why an issue should not be formed to determine their rights to the fund in the hands of Crawford County Trust Company Garnishee.
(See paper filed) Per Curiam.

On Argument List for Nov. Term, 1927, No. 3.

On Argt. List for Feb. Term, 1928, No. 19.

Feb. 28, 1928, Rule made absolute, counsel to agree upon issue to be framed. Per Curiam.

J. J. to No. 177 Feb. Term, 1930.

March 6 1930 I hereby suggest the death of Fred A. Brooks and substitute the Administrators Clara Brooks and John A. Brooks [illegible]

NOVEMBER TERM, 1926

S. R. Miller
9

Sept 6 1927 Rec'd of Off
Ten and 10/100 Dollars
my costs
V. L. Greeley Pro

Sept. 16" 1927. Rec'd of
J. A. Northam, Atty.
Fifteen and $.05/100
Being my costs.
C. H. Jones Shff.
Per Hdj

Dorothy L. Andrews
vs.
George A. Andrews
Issued, Sept. 16, 1926

Tax writ (Atty Paid) #3.00	#3.00
Shff. Jones	1.85
Shff. Jones - alias	1.60
Shff. Jones - prov.	11.60
Master	25.00
Pro Greeley for Co	10.10
atty	3.00

Subpoena in Divorce
And now, Sept. 16, 1926, subpoena awarded as prayed for, returnable the first Monday of November, 1926.
(Signed) Thos. J. Brother, P.J.

Subpoena returned Nov. 1, 1926: The within named respondent is not found in my bailiwick. So answers
Chas. H. Jones, Shff.

April 9, 1927, Alias subpoena in divorce issued, returnable to second Monday of May, 1927.

Alias Subpoena rtd May 9, 1927: Non est inventus as to the within named respondent. So answers, Chas. H. Jones, Shff.

June 13, 1927. Order for publication of Sheriffs proclamation issued, returnable to First Monday of August next.

And now, Aug. 1, 1927 I have made proclamation in the above entitled case according to law, and caused the same to be published in the Enterprise-News of Cambridge Springs, Pa. a newspaper printed within my bailiwick for four weeks successively prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached. So answers Chas. H. Jones, Sheriff.

And now, Aug. 20, 1927. Leland J. Culbertson, Esq. is appointed Master in this case. By Hon. Thos. J. Brother, P.J.
(See paper filed) Commission issued.

Sept. 16, 1927. Testimony and report of Master filed.
On draft List for Sept. Term, 1927, No. 8.

Now, Nov. 11, 1927. After due consideration, a divorce is decreed as prayed, at cost of respondent. Per Curiam.

Decree: And now, to wit: November 11, 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 Dorothy L. Andrews be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Dorothy L. Andrews, the libellant, and the said George A. Andrews 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, 1926

Thomas & Kiebort
vs
Herring Brothers, Inc
vs
Nash Smith
Issued Sept. 17, 1926

Tax & writ (Atty pd)	$	2.00
Shff. Jones		3.00
Bro. Greeley for bo		11.75
Jury-fee		4.00
Atty		3.00
Bro. S. since to Feb. 8/29		2.00
Appeal (pd by pltf's atty mch. 15/29)		3.00

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

Sept. 17, 1926 Affidavit that plffs claim exceeds $300.00, filed.

Sept. 17, 1926 Plaintiffs Statement of claim filed, and copy certified to Sheriff.

And now, Sept. 27, 1926, On motion in open Court, rule to show cause granted why Plff should not enter security for costs, returnable to first Monday of Nov. next; and deft is relieved from filing affidavit of defense until 15 days from final disposition of this rule, if discharged, and for 15 days from entry of such security, if said rule is made absolute.

(See paper filed) Per Curiam.

Oct. 21, 1926 Bond of Plff as security for costs in the sum of $500.00, with American Surety Company of New York as surety, - filed.

Oct. 29, 1926, Affidavit of defense filed, & service accepted by Plffs attys.

On Trial List for 1st and 2d Monday of Jan. 1927, No. 19.

Jan. 3, 1927. Continued by consent.

On Trial List for 1st & 2d Mondays of March, 1927, No. 20.

March 7, 1927. Continued by consent.

On Trial List for 2d Monday of Jan. 1928, No. 20.

Jany 10, 1928. Continued on application of defendant, and to be marked remanet.

Jany 14, 1928, Plaintiffs reply filed.

On Trial List for 1st & 2d Monday of March, 1928, No. 4.

And now, March 7, 1928, A jury called and sworn as follows: 1- Ralph Luffler, 2- Reed Mellon, 3. Blaine Butler, 4 Arza Bullock, 5- L.E. Britton, 6- Harry Platt, 7- Harry B Smith, 8- Frank Baldwin, 9- Mrs. Eugene Mackey, 10- Nelson T. Francis, 11- John D. Ley, 12- H.S. Shields. Twelve good and lawful persons, who upon their solemn oaths which they have taken, say March 9, 1928 they find in favor of the plaintiff for the sum of Three thousand five hundred eleven and 94/100 Dollars $3511.94

See page 226

March 8, 1928, Plaintiff's and defendant's prcies filed

Now, March 12, 1928, On motion on part of defendant in open Court, for judgment non obstante veredicto, rule to show cause granted, returnable the first Monday of May, 1928.

(See paper filed) Per Curiam.

And now, March 12, 1928, upon motion on part of defendant in open Court, rule to show cause why a new trial should not be granted returnable to the first Monday of May, is hereby granted. The Stenographer is directed to transcribe the testimony, charge of the court, points and answers thereto, and leave granted to assign assign additional reasons for the

See margin.

April 20 1928 Recd of Plff by atty Four dollars Jury fee
V. L. Greeley, Crr

Feb. 1, 1927
Received from Fred C. Kiebort, atty. Five & 00/100 Dollars, in full of within writ.

Writ retd: And now, Sept. 10, 1926, served the within deft. personally by handing to him a true and attested copy of the within summons, together with plaintiffs statement of claim, and making the contents thereof known to him. So answers R.H. Jones, Sheriff.

motion for a new trial within fifteen days after such testimony is transcribed and filed.

Per Curiam.

April 16, 1928, Testimony and Charge of Court as taken and transcribed by Stenographer, filed.

Continued on page 459

NOVEMBER TERM, 1926

Thomas & Thomas

Louis M. Goehring & Miles H. Jones

Frank L. Bemis and Sadie E. Bemis, his wife,

vs.

P. M. Tully

Issued Sept. 26, 1926

	#
Tax & writ (paid	2.00
Shff. Jones	2.40
Shff. Alle. Co., use of Shff.	5.30
Pro. Speeley	4.50

Capias ad respondendum in Trespass, Bail $500, Returnable to First Monday of November, 1926.

Sept. 20, 1926 Affidavit of cause of action filed.

Sept. 20, 1926 Plaintiffs statement filed, and copy certified to Sheriff.

Oct. 7, 1926 Appearance of Louis M. Goehring and Miles H. Jones for deft. filed.

Writ Retd: Served the within named deft. as per the return of Sheriff of Allegheny County, Pa., attached hereto, deputized to make service by me.

So answers Chas. H. Jones, Shff.

On the 23d day of Sept. A.D. 1926, served the within writ of Capias upon P. M. Tully within named dependant, by taking him into custody, whereupon dependant furnished Bond in the sum of $500.00 for appearance; and by handing to and leaving with said dependant a true and attested copy of the within writ, together with copy of plaintiffs statement of claim, and making known to him the contents thereof.

(Bail bond attached to writ)

So answers

James W. Robson, Deputy Sheriff.

Robert H. Brown, Sheriff of Allegheny County, Penna.

And now, Nov. 22, 1926. Upon petition of plaintiffs counsel, the record and pleadings are amended so that defendants name may read "P. M. Tully", instead of "L. M. Tully." Per curiam. (See paper filed)

On Trial List for 1st & 2d Mondays of Jan. 1927, No. 13

On Trial List for 1st & 2d Mondays of March, 1927, No. 3.

March 7, 1929. Continued by consent.

NOVEMBER TERM, 1926

Thomas & Thomas ✓

Louis M. Goehring
& Miles H. Jones ✓ 12

Merlin Cleaver and Hazel E. Cleaver, his wife,

vs.

~~E~~ B. M. Tully

Issued Sept. 20, 1926

Tax & writ (paid) #	2.00
Shff. Jones	2.40
Shff. Allg. Co., use of Pltf.	5.30
Pro. Speeley	

Capias ad respondendum in Trespass Returnable to first Monday of November, 1926, Bail in $500 required.

Sept. 20, 1926 Affidavit of cause of action filed.

Sept. 20, 1926 Plaintiffs statement of claim filed, and copy certified to Sheriff.

Oct. 7, 1926. Appearance of Louis M Goehring and Miles H. Jones for Deft. filed

Writ returned: Served the within-named defendant as per the return of Sheriff of Allegheny County, Pa., attached hereto, deputized to make service by me.

So answers Chas. H. Jones, Shff

On the 23d day of Sept. A.D. 1926, served the within writ of Capias upon B. M. Tully, within named defendant, by taking said defendant into custody whereupon he furnished bond in the sum of five hundred dollars, and by handing to and leaving with the said defendant a true and attested copy of the within writ of Capias, together with copy of plaintiffs statement of claim, and making known to him the contents thereof. (Bail bond attached to writ) So answers James W. Robson, Deputy Sheriff of Allegheny County, Pa.
Robert A. Brann, Sheriff of Allegheny County, Pa.

And now, Nov. 22, 1926, upon petition of plaintiffs counsel, the record and pleadings in this case are amended so that the name of defendant may read "B. M. Tully", instead of "E. M. Tully"
(See paper filed) Per Curiam.

On Trial List for 1st & 2d Mondays of Jan. 1927, No. 14

On Trial List for 1st & 2d Mondays of March, 1927, No. 4.

March 7, 1927, continued by consent.

NOVEMBER TERM, 1926

J.A. Boland & J.L. Boland
13
Alg. Helbing
Thomas & Thomas

D K Perdue
vs
Alexander Stewart
Issued Sept. 23, 1926

	$
Tax & writ (plff. fd)	2.00
Chas. Jones	11.40
Bro. Greeley	10.35
Jury fee	4.00
Atty	3.00
W.M. Perdue on Plffs. sub.	7.50
Bro. G. since	1.00

Capias ad respondendum in Trespass, Returnable to Second Monday of November next.

Sept. 23, 1926. Affidavit of cause of action filed.

Now, September 23, 1926, after consideration of the above affidavit, let capias issue in the within case, and bail is allowed in the sum of $1500.00. Specially allowed by (See affidavit filed) Thos. J. Rather, P.J.

Oct. 15, 1926, Appearance for Dept. by Alg. Helbing, Beaver Falls, Pa., and Thomas & Thomas, filed.

Writ returned: Served the within writ of capias on the defendant, Alexander Stewart, on Sept. 25, 1926, by handing him a true and attested copy of the within capias and making the contents thereof known to him; and I did then and there accept his bond in the sum of $1500.00, as per recognizance attached hereto.

So answers Chas. A. Jones, Sheriff.

Nov. 29, 1926. Plaintiffs statement of claim filed.

On Trial List for 1st & 2d Monday of Jan. 1927, No. 17.

Jan. 26, 1926. Proof of notice to dept. to produce papers filed.

On Trial List for 1st and 2d Mondays of March, 1927, No. 5.

And now, March 8, 1927, Jury selected and sworn as follows: 1- Edna Griffin, 2- Edith Tower, 3- W.A. Doane, 4- Jennie Attell, 5- Mrs. Anna Knickerbocker, 6- Mrs. Rebecca Radle, 7- Fred Chase, 8- Arthur Schultz, 9- Mrs. Edith Bunting, 10- Andrew S. Graham, 11- Ernest Boyles, 12- Fred L. Birch: twelve good and lawful persons, who upon their solemn oaths which they have taken, say March 10, 1927, they find for the plaintiff, in the sum of Five Hundred Dollars. St. p. 248.

March 10, 1927, Plaintiffs and Defendants points filed.

March 14, 1927, Motion by dept. for judgment n.o.v. filed, and rule to show cause granted why judgment should not be entered as prayed for. Per Curiam.

March 14, 1927, Motion by Dept. for a new trial filed.

And now, March 14, 1927, a rule is hereby granted to show cause why a new trial should not be awarded as prayed for, and leave is hereby granted to defendant to file additional reasons therefor after the testimony and charge of the court has been filed of record. Record not to be transcribed unless by special order of court.

Per Curiam.

(See paper filed)

On Argument List for May Term, 1927, No. 1.

May 21, 1927 Defts. motions for judgment N.O.V. & for new trial, are withdrawn by leave of Court. (See paper filed)

June 18, 1927 Received from plaintiffs attorney four dollars, jury fee.
V.L. Greeley, Prothy

June 18, 1927 Judgment entered on the verdict
Debt $500.00
Int. from Mar. 10, 1927.
Judgment.
St. p. 248 V.L. Greeley, Pro
Fi. Fa. & Ca. Sa. to No. 31, Sept. Term, 1927.

July 15, 1927. Proof of service of Plffs. subpoena filed.

Order: And now, Sept. 27, 1927, upon consideration of the foregoing petition, it is ordered that the American Surety Company, of New York be and is hereby discharged from further liability upon its bond dated the 6th day of October, 1926, conditioned for the appearance of Alexander Stewart in the Court of Common Pleas of Crawford County to answer the suit of D.K. Perdue at No. 13 Nov. Term, 1926.

By the Court.

(See paper filed)

For assignment & petition for discharge of defendant see No. 2 Nov. Term, 1927.

Record continued on page 455.

J. Perry Eckles

14

Dec 23 1926 Recd of Pfffs atty Six and 25/100 Dollars bal of Unpaid costs
V. L. Greeley Pro.

Dec. 23-1926. Recd of Pro. V.L. Greeley Two dollars-($2.00) being my costs on alias.
Chas. H. Jones sheriff.

E. R. Saxton, now for use of E. G. Saxton, Trustee,
vs.
Martha Wysocki and J. M. Wysocki.
Issued Sept. 25, 1926.

Pro. Greeley (Atty pd)	$ 2.25
Shff. Jones (use of Sheff.)	2.40
Shff. Sterrett	1.80
Shff. Jones-alias	2.00
Pro. Greeley	4.25
Atty.	3.00
	15.70

Of No. 183 September Term, 1926
Scire Facias to revive and continue the lien of the above judgment,
Returnable to next term
Writ retd: Nov. 3, 1926. As to the within named defendants, Martha Wysocki and J. M. Wysocki, after faithful and diligent search in my bailiwick, Non est inventus
So answers Thomas Garfield Sterrett,
Sheriff, Erie County, Penna.
Now, Nov. 8, 1926, - Nihil habet as to the within defendants, Martha Wysocki and J. M. Wysocki. So answers,
Chas. H. Jones, Sheriff.
Nov. 8, 1926, Alias Scire Facias to revive judgment issued, returnable to first Monday of December next.
Alias writ returned: Nihil habet as to the within named Martha Wysocki and J. M. Wysocki. So answers, Chas. H. Jones, Sheriff.
And now, December 21, 1926. On motion of plaintiff's Attorney, judgment is entered in favor of E. R. Saxton, now for use of E. G. Saxton, Trustee, plaintiff, and against Martha Wysocki and J. M. Wysocki, defendants, in default of an appearance by said defendants; and said judgment liquidated at the sum of Four hundred three Dollars and fifty-five cents. (See paper filed)

Debt	$ 403.55
Int. from Dec. 21, 1926.	
Atty's Com. included	19.15

Judgment
V. L. Greeley, Prothy

W. page 230"

NOVEMBER TERM, 1926

Thomas F Kiebort
15
J. Perry Eckels — vs. — 12-30-26
Guardian ad Litem

Dona Hummel by her father and next friend Francis Stone
VS.
Donald Hummel
Issued Sept. 27, 1926.

	#
Tax & writ (paid	3.00
Shff. Jones	2.85
John Schuler, Master (paid)	25.00
Shff. Jones-alias	2.40
Pro Greeley	10.10
atty	3.00
Guardian	10.00

Subpoena in Divorce
And now, Sept. 27, 1926, subpoena awarded, Returnable to first Monday of November, 1926.
(Signed) Thos. J. Prather, P.J.

Subpoena returned: Served the within subpoena in divorce on the respondent personally on the first day of October, 1926, 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 Chas. H. Jones, Shff.

And now, Nov. 1, 1926, John Schuler is appointed Master in the above case
By Hon. Thos. J. Prather P.J.
(See paper filed) Com. issued.

And now, Nov. 22, 1926, upon petition of libellant presented in open court, leave granted to amend the libel in this case by adding after the words, "Dona Hummel", in the first line of the caption, in the second line of the petition, and after signature at the end thereof, the words, "by her father and next friend, Francis Stone, and the Prothonotary is directed to amend the record accordingly. J. P. Eckels, Esq., is hereby appointed guardian ad litem of Donald Hummel, respondent; and an alias subpoena is awarded, returnable to the first Monday of January, 1927, which alias subpoena shall be served upon the said Guardian ad litem.
(See paper filed) Per Curiam.

Same day, Alias subpoena in divorce issued, returnable to first Monday of January next.

Alias Subpoena in divorce returned: Served the within Subpoena in Divorce on the above named guardian ad litem personally, on the 1st day of December, 1926, by delivering to him a true and attested copy of the same, and making known to him the contents thereof, as appears from affidavit as above.
So answered. Chas. H. Jones, Sheriff.

Feb. 14, 1927. Testimony and report of Master filed, and Masters report approved by the Court.

Feb. 16, 1927. Libellant by Attys. enters a rule on respondent to show cause why a decree of divorce in above case should not be granted. Service of which rule is accepted by J. Perry Eckels, Esq., Guardian ad litem for respondent. (See paper filed)

On Argument List for Feb. Term, 1927, No. 15.

April 25, 1927. After due consideration, a divorce is decreed as prayed, and at cost of respondent. Per Curiam.

Record Continued on page 600

Feby 9 1927 Rec'd of Jeff by atty Fifteen and 35/100 Dollars Shff & Proctys costs
V. C. Greeley Pro

Feby 9 1927 Recd of Pro Greeley Five and 25/100 Dollars my costs
Feb 9 1927
Recd Chas H Jones
Shff

Feb 9 1927
Received $10.00 my fee as Guardian ad Litem.
J Perry Eckels

NOVEMBER TERM, 1926

J. E. Bossard

16

Petition of Fannie Bean Van Marter for appointment of a Guardian of Serena Bean of Blooming Valley, as a person of weak mind.

Entered Sept. 27, 1926 #

Pro. Speley 5.00

Sept. 27, 1926, Petition presented in open Court and filed. Be. page 197.

And now, September 27, 1926, upon presentation of the foregoing petition and due consideration thereof, Tuesday, October 12, 1926, at 10 o'clock A.M. is the day fixed for hearing on the foregoing petition, at the Court-House, in the Large Court-room, Meadville, Pa.; And it is further ordered that ten days written notice of the said time and place fixed for hearing shall be given to the said Serena Bean, and to the other members of her family residing within the jurisdiction of this Court. (Signed) Thos. J. Prather, P.J.

Oct. 12, 1926, Acceptance of notice of hearing by Mrs. Ida Smith, J. S. Bean, Mrs. Hester Rondebush, P. S. Bean and Cyrus Bean, next of kin of respondent, filed.

And now, October 12, 1926, upon a full and complete hearing in open Court in the above entitled case, the Court being satisfied that the said Serena Bean is not able, owing to her weakness of mind, to take care of her property, - it is hereby ordered and decreed that Fannie Bean Van Marter be and is hereby appointed Guardian of the property and estate of the said Serena Bean; bond required in the sum of $500.00.

(See paper filed) Per Curiam

Oct. 12, 1926, Bond of Guardian, with Daniel Smith and J. E. Rondebush as sureties, in the sum of $500.00, approved by the Court and filed.

May 9, 1927. Petition of Guardian for an Allowance for support of ward, presented in open Court and filed.

Order: And now, May 9, 1927, upon presentation of the foregoing petition in open Court, and upon due consideration thereof, it is hereby ordered and decreed that the expenditure of the sum of $20.00 per month since June 27, 1926, for the support and maintenance of Serena Bean, by Fannie Bean Van Marter, Guardian, be and is hereby approved by the Court; and it is further ordered and decreed that the said Fannie Bean Van Marter, Guardian be and is hereby authorized and empowered to expend the sum of $20.00 per month, being the same as granted as a pension allowance from the United States Government for the support, care and maintenance of the said Serena Bean, from this date, and to continue during the remainder of the natural lifetime of the said Serena Bean or until further order of Court. (See paper filed) By the Court.

NOVEMBER TERM, 1926

F. b. Kiebott 17	– F. A. Higby vs John Moore Entered Sept. 28, 1926 Jax Sentry (Datt. pd) 1.50 Costs on Trans. (1.50 pd) 7.90	Appeal by Deft. from judgment of Jas. D. Roberts, Alderman.

George Eldred /
18

Mch 2 1927 Rec'd of Plff by atty Fee and 50/100 dollars Sh'ff and Prothys costs
V. L. Greeley Pro

3-2-27
Rec'd of Pro Greeley
my costs on this writ
Two 40/100 $2.40
Chas A Jones

Katie George
vs.
Luke George
Issued Sept. 30, 1926

	℔	℔
Tax & writ (paid)		3.00
Shff Jones		2.40
W. J. McKenzie (not to Sim)		.70
W. J. Sinderman, Master,		25.00
Pro Greeley		8.10
atty		3.00

Subpoena in Divorce
And now, Sept. 30, 1926, subpoena awarded, Returnable First Monday of November next. By the Court.
(Signed) Wm. M. Barker
President Judge 28th Jud. Dist.
Specially presiding.

Subpoena returned: Served the within subpoena in divorce on Luke George, the respondent, on Oct 18, 1926, by informing him of the contents thereof, and handing him a true and attested copy thereof personally at his place of residence in the City of Titusville, Pa.
So answers W. J. McKenzie, Constable.

And now, Nov. 1, 1926, On motion in open court, W. J. Sinderman, Esq., is appointed Master in the above entitled case, to take testimony therein, and report thereon to the court. Per Curiam. (See paper filed) Com. issued

April 4 1927 Testimony on part of Libellant and report of Master filed.

On Argument List for May Term, 1927, No. 17.

Now, June 6, 1927, After due consideration, a divorce is decreed as prayed, at cost of respondent. Per Curiam.

Decree. And now to wit: June 6, 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 Katie George be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Katie George the libellant, and the said Luke George, 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, 1926

Leland J Culbertson
Stuart A Culbertson
19

Feby 26 1927 Recd of Pepp by atty Twenty and 55/100 dollars Shff + Prothyp costs
V. L. Greeley Pro

Mch 1-1927. Recd of V. L. Greeley $10.45- my costs.
Chas H Jones Shff
Per HHJ.

August De Mascolo
vs.
Ethel De Mascolo
Issued Sept 30, 1926

Tax + writ (Atty'fd)	$ 3.00
Shff Jones	1.85
Shff Jones-alias,	1.85
Shff Jones,-proc	6.75
Jas. W. Smith, Master Fee	25.00
Pro. Greeley	10.10
Atty,	3.00

Subpoena in Divorce
And now, Sept. 30, 1926, subpoena awarded, Returnable to first Monday of November, 1926.
By the Court
(Signed) Wm. M. Parker, President Judge
28th Jud. Dist. specially presiding.

Subpoena retd, Nov. 1, 1926: The within named respondent is not found in my bailiwick: So ans. Chas. H. Jones, Shff

Nov. 1, 1926 Alias subpoena in divorce issued, returnable to first Monday of Dec. next

Alias subpoena returned Dec. 6, 1926: The within named respondent is not found in my bailiwick. So answers Chas. H. Jones, Shff

Dec. 6, 1926. Order issued for publication of Sheriffs proclamation, returnable to first Monday of Feb. next.

And now, Feb. 7, 1927, 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, Feb. 7, 1927, James W. Smith, Esq., is appointed in this case, to take testimony and make report to the Court.
(See paper filed)
By Hon. Thos J. Brother, P. J.

Feb. 11, 1927, Testimony and report of Master filed.

On Argument List for Feb. Term, 1927, No. 16.

April 25, 1927. After due consideration, a divorce is decreed as prayed.
By the Court.

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 are true, it is by the Court ordered, adjudged and decreed.

That the said August De Mascolo be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between him the said August De Mascolo, the libellant, and the said Ethel De Mascolo the respondent.

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

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

(See paper filed)
Per Curiam

Leland J Culbertson
Stuart H Culbertson -
20

Nov 23 1926 Rec'd a Plff by atty Ten and 25/100 Dollars Shff & Proths. costs
V. L. Greeley Pro

Nov 23 1926
Rec'd of Pro Greeley Two and 45/100 dollars my costs
Chas H Jones

Esther Lyon Jacoby
vs.
E. R. Jacoby
Issued Sept. 30, 1926

	#
Jay & writ (paid)	3.00
Shff. Jones	2.40
W. B. Best, Master,	25.00
Shff. Erie Co. (Paid by atty)	3.75
Pro Greeley	7.85
atty	3.00

Subpoena in Divorce, and for custody of infant daughter of parties—Ann Jacoby.
And now, Sept. 30, 1926. subpoena awarded Returnable to first Monday of November, 1926. By the Court
(Sign'd) Wm. M. Parker, President Judge.
28th Jud. Dist. specially presiding

Subpoena rec'd. Served E. R. Jacoby, the within named respondent by giving to him at 418 Marine Bank Building City of Erie, Pa., on Oct 6, 1926, a true and attested copy of the within subpoena in divorce, and making known to him the contents of the same.
So answers Julius Franz
Deputy Sheriff

And now, Nov. 4, 1926, writ returned: served the within respondent, E. R. Jacoby, by deputizing the Sheriff of Erie Co. Pa. as per the return of service attached hereto.
So answers Chas. H. Jones, Sheriff

And now, Nov. 1, 1926, Wesley B. Best, Esq. is appointed Master to take testimony and make report. Per Curiam.
(See paper filed) Commission issued.
Nov. 12, 1926. Testimony and report of Master filed.
On Argument List for Nov. Term, 1926, No. 16.
Now, Dec. 29, 1926, after due consideration, a divorce is decreed as prayed, at cost of respondent. And the custody of the child, Ann Jacoby, is awarded to libellant.
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 Esther Lyon Jacoby be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her the said Esther Lyon Jacoby the libellant and the said E. R. Jacoby the respondent.
And that thereupon all and every the duties rights and claims accruing to either the said libellant or the said respondent at any time heretofore in pursuance of said marriage, shall cease and determine
And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married
Record continued on margin.

except as the respondent may be prohibited from marrying by law of the Commonwealth of Pennsylvania. And it is further ordered that the custody of the child, Ann Jacoby, be and is hereby awarded to the said Esther Lyon Jacoby, the libellant.
Per Curiam
(See paper filed)

NOVEMBER TERM, 1926

Leland J. Culbertson
Stuart K. Culbertson
21

Feby 26 1927 Recd of Pltff by atty Twenty and 55/100 Dollars Shff + Proctrys Costs
V. L. Greeley Pro

Mch. 1-1927. Recd of V. L. Greeley Pro. $10.45 my costs.
Chas H Jones Sheriff
Per Leg

Harry Russell
vs
Jennie Russell
Issued Sept 30, 1926

	#
Tax Writ (paid)	3.00
Shff Jones	1.85
Shff Jones-alias	1.85
Shff Jones-proc	6.75
W. B. Best, Master	25.00
Pro Greeley	10.10
atty	3.00

Subpoena in Divorce
And now, Sept 30, 1926, subpoena awarded. Returnable to first Monday of November, 1926
By the Court
(Signed) Wm. M. Parker, Pres. Judge
28th Jud. Dist. Specially Presiding.

Subpoena returned Nov. 1, 1926: The within named respondent is not found in my bailiwick. So answers Chas. H. Jones, Shff

Nov 1, 1926 Alias subpoena in divorce issued, returnable to first Monday of Dec. next.

Subpoena retd Dec. 6, 1926: The within named respondent is not found in my bailiwick. So answers Chas. H. Jones, Sheriff.

Dec 6, 1926, Order issued for publication of Sheriffs proclamation, returnable to the first Monday of February next.

And now, Feb. 7, 1927, 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 H. Jones, Shff.

And now, Feb. 7, 1927, Wesley B. Best, Esq., is appointed Master in this case, to take testimony and make report.
(See paper filed) By Hon. Thos. J. Prather, P.J.

Feb. 18, 1927. Testimony and report of Master filed.
On Argument List for Feb. Term, 1927, No. 17.

And 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 are true, it is by the Court ordered, adjudged and decreed

That the said Harry Russell be divorced and forever separated from the nuptial ties of matrimony, heretofore contracted between him, the said Harry Russell the libellant, and the said Jennie Russell 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, 1926

Curtis L. Webb
22

Walter D. Norris
vs
George W. Leonheart, Administrator of the estate of Maud Leonheart, deceased, and George W. Leonheart
Issued Sept. 30, 1926.

	#
Tax & Po. ($2.75 paid)	3.50
Rec. Hood	.50
Shff. Jones	1.40
Pro. Greeley	1.75
Atty	3.00
	10.15

Scire Facias sur Mortgage, recorded in Mortgage Book No. 83, page 397. Returnable to first Monday of November, 1926

Sept. 30, 1926. Affidavit as to title to land filed.

Writ returned Oct. 27, 1926, by order of plaintiffs attorney.

No answers Chas. H. Jones, Sheriff.

Oct. 27, 1926, Appearance and confession of judgment by defendant filed, to wit:

And now, October 27, 1926, comes George W. Leonheart, administrator of the estate of Maud Leonheart, deceased, and George W. Leonheart, individually, and waives the service of Scire Facias sur mortgage issued in the above entitled case, with the same force and effect as though served upon him personally, and as administrator of the estate of Maud Leonheart, deceased, by the Sheriff of Crawford County, and admits that he has computed the amount of the debt and interest due on the said mortgage, and agrees that the amount due thereon is $1328.68, with interest from May 21, 1926.

I, George W. Leonhart, for myself, and as administrator of the estate of Maud Leonheart, deceased, hereby confess judgment in the said case against the estate of the said Maud Leonheart now deceased, and myself, for the amount unpaid together with the attorney's commission of five per cent, making a total sum of $1398.68, and agree that a writ of Levari Facias may be issued thereon, and that any and all errors in said proceedings, together with all stay of exemption from execution now in force or which may hereinafter be enacted, are hereby waived or released.

(Signed) Geo. W. Leonheart.
Geo. W. Leonheart
Admr. of the estate of
Maud Leonheart, deceased.

Witness:
(Signed) O. L. Andrews.
(See paper filed)

Debt $1398.68
Interest from May 21, 1926.
Judgment.
L. Greeley, Prothy

L. pages 23 & 140

NOVEMBER TERM, 1926

Curtis L. Webb

23

Walter D. Norris, Assignee of Fred Steiger,
vs.
George W. Leonheart, Administrator of the estate of Maud Leonheart, deceased, and George W. Leonheart
Issued Sept. 30, 1926

Tax & Pro. ($2.75 paid)	$3.00
Rec. Hood	.50
Shff. Jones	1.40
Pro. Greeley	1.75
Atty	3.00
	10.15

Scire Facias sur Mortgage recorded in Mortgage Book No. 103, Page 302, Returnable to the first Monday of November, 1926

Sept. 30, 1926, Affidavit as to title to land filed

Writ returned Oct. 27, 1926, by order of plaintiffs attorney.

So answers Chas. A. Jones, Sheriff.

Oct. 27, 1926, Appearance and confession of judgment by defendants filed, to wit:

And now, October 27, 1926, comes George W. Leonheart, administrator of the estate of Maud Leonheart, deceased, and George W. Leonheart individually, and waives the service of Scire Facias sur Mortgage issued in the above entitled case, with the same force and effect as though served upon him personally, and as administrator of the estate of Maud Leonheart, by the Sheriff of Crawford County, and admits that he has computed the amount of the debt and interest due on the said mortgage and agrees that the amount due thereon is $848.73, with interest from Aug. 10, 1926.

I, George W. Leonheart for myself and as administrator of the estate of Maud Leonheart, deceased, hereby confess judgment in the said case, against the estate of the said Maud Leonheart, now deceased, and myself, for the amount unpaid, together with the attorneys commission of five per cent, making a total of $890.73, and agree that a writ of Levari Facias may be issued thereon, and that any and all errors in said proceeding together with all stay of exemption from execution now in force or which may hereinafter be enacted, are hereby waived and released.

(Signed) Geo. W. Leonheart
Geo. W. Leonheart, Admr
of the estate of
Maud Leonheart, decd.

Witness:
(Sgd) O.L. Andrews.
(See paper filed)

Debt $890.73
Interest from Aug. 10, 1926
Judgment
V.L. Greeley, Prothy

L. pages 234-140.

NOVEMBER TERM, 1926

Otto Kohler
24

Mabelle Costanzo
vs
George Costanzo
Issued Sept 30, 1926

	#
Jay & work (paid)	3.00
Shff. Jones	(2.65)
J. E. Bossard, Master (not yet paid)	25.00
Shff. Jones - alias	2.60
Prothy	9.10
atty	3.00

Subpoena in Divorce.
And now, Sept. 30, 1926, subpoena awarded, Returnable the first Monday of November, 1926.
By the Court.
(Signed) Wm. M. Barker, President Judge
30th Jud. Dist. Specially presiding.

Oct 25 1926 Subpoena returned Served the within Subpoena in Divorce on the Respondent personally on the first day of October 1926 by delivering to him a true and attested copy of the same and making Contents Known to him thereof
So Answers
Chas H. Jones Sheriff

And now, Nov. 5, 1926, J. E. Bossard, Esq., is appointed Master in this case
(See paper filed) By Hon. Thomas J. Brather, PJ

Nov. 5, 1926, Alias subpoena in divorce issued, returnable to first Monday of December next

Alias Subpoena returned: Served the within Subpoena in Divorce on the Respondent personally, on the 5th day of November, 1926, 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 Chas. H. Jones, Sheriff.

And now, Jan. 3, 1927, On motion in open Court, the appointment of Master made Nov. 5, 1926, is vacated, and Jos. E. Bossard Esq. is hereby appointed Master to take testimony and make report thereon. Per Curiam. (See paper filed) Com. issued.

Feb. 11, 1927, Testimony and report of Master filed.
On Argument List for Feb. Term, 1927, No 18.

Now, April 25, 1927, After due consideration, a divorce is decreed as prayed, and at respondents cost. By the Court.

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 Mabelle Costanzo be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Mabelle Costanzo the libellant, and the said George Joseph Constanzo 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

Expenses Service

Feby 19, 1927 Rec'd of Peff by atty Eleven and 10/100 Dollars Shff and Prothy costs
V. L. Greeley Pro

Feby. 19, 1927. Rec'd of V. L. Greeley, Pro. $2.60 my costs.
Chas H. Jones
Sheriff

Cor. Ltr. J.

NOVEMBER TERM, 1926

August Delp 25

Edwin Gilpin Orr, Inc
vs
Rollin Sherman, Deft.
and Alex Bearlman
and Harry Magdovitz,
and the Merchants'
National Bank, Meadville, Pa., Garnishees
Issued Oct. 2, 1926.

Tax & writ (Plff. pd) 2.75
Shff. Jones (pd to him) 4.80

Of No. 175 September Term, 1926
Attachment Execution
Returnable to first Monday of November, 1926, and to summon Alex Bearlman and Harry Magdovitz, and the Merchants National Bank, Meadville, Pa., as Garnishees.

Writ returned: Served the within deft. on Oct. 2, 1926, at his place of business Park Ave., Meadville, Pa., by handing to him a true and attested copy of the within writ, and making known to him the contents thereof, - as was the same service made on the Garnishee, Merchants National Bank, upon a member of the firm, namely, Mr. Tripp.

Nihil habet as to the Garnishees Alex Bearlman and Harry Magdovitz.

So answers, Chas. H. Jones, Shff.

Leland J. Culbertson,
Stuart A. Culbertson
26.

11-11-26 Vse.
Dickson Andrews
for Donald C. Thompson
Receiver

Costs contd:
Shff. Jones-alias 3.30
Shff. Jones-Pluries, (Fair) 3.50
June 17. 1929.
Recd. D. C. Thompson $4.40. Fifty amount awarded C. J. Webb, Esq. in distribution of funds of Meadville Motor Sales of No. 2 May Term. 1926 in Equity. L. J. Culbertson.

June 17-1929 Recd $10.00 Atty fee L. J. Culbertson

(Return to Plu. Att. Ex. concluded) them a true and attested copy of the within writ and making the contents thereof known to them. So answers
June 5, 1927. Chas. H. Jones, Shff.

Home Security Investment Company
vs.
Curtis L. Webb, Deft.
and Donald C. Thompson, Receiver of the Meadville Motor Sales, comprised of A.W. and Ray Klingensmith and one John C. Bird; and also the New First National Bank of Meadville, Pa.
Garnishees

Issued Oct. 2, 1926

Tax & writ (Atty. paid)	$2.75
Shff. Jones	4.40
Pro. Greeley	3.25
Atty	3.00
Dickson Andrews, Atty	10.00
R. Atty (Atty paid)	2.25

(Contd on margin)

Of No 256 November Term, 1926
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 Donald C. Thompson, Esq., appointed by the Court to receive and adjust and account for the money, property, etc. of the Meadville Motor Sales, comprised of A.W. and Ray Klingensmith and one John C. Bird; and also the New First National Bank of Meadville, Penna, and summon them as garnishees.

Oct. 14, 1926 Interrogatories to Donald C. Thompson, Esq., Garnishee, and rule to answer filed, and service accepted by him.

Oct. 14, 1926, Interrogatories to New First National Bank of Meadville, Garnishee, and rule to answer, filed, and service accepted by said Garnishee.

Oct. 18, 1926, Answers by New First National Bank of Meadville, Garnishee, to interrogatories, filed.

Nov. 11, 1926 Answers of Donald C. Thompson, Receiver or Trustee, Garnishee, filed.

And now, Nov. 22, 1926, On motion in open Court, judgment is granted against the garnishee, Donald C. Thompson, Esq., in above stated case, upon the answers filed to the interrogatories admitting money of the defendant in his hands, subject to a legal question. Per Curiam. (See paper filed)

T. p. 171.

Judgment
V. L. Greeley, Prothy.

And now, Jan. 6, 1927, Upon motion made in open Court, the fee of Dickson Andrews, Atty for garnishee are fixed at $10.00.
(See paper filed)

Per Curiam.

April 2, 1927, Alias Att. Ex. issued, returnable 1st Monday of May next.

Alias writ retd: Served the within writ on April 14, 1927, on the within named defendant, Curtis L. Webb, at the Sheriffs office, and Donald C. Thompson, within named Garnishee, at the Court-House, Meadville, Crawford County, Pa. by leaving with each of them personally, a true and attested copy of the within writ, and making the contents thereof known to them So answers, Chas. H. Jones, Sheriff.

May 2, 1927, Affidavit of defence to Alias Att. Ex. filed.

May 10, 1927, Pluries Attachment Execution issued, returnable to Second Monday of Sept., 1927.

Oct. 7, 1929, Pluries writ returned: Served the within named defendant and garnishee on May 10, 1927, at their offices of law in the City of Meadville, Pa., by handing to each of them

(Contd on margin)

NOVEMBER TERM, 1926

X

27

Gustavus Brown
vs.
Nelson D Gehr
Entered Oct 4, 1926

Pro. Greeley (pd by Dft)	$ 2.25
Unpaid ortal costs: not included in debt	
Atty McArthur	3.00
Atty Davenport	3.00

Of No. 20 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 defendant by the Sheriff of said county, and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendant with all the waivers and conditions contained in the original judgment note, for the sum of Fifteen Hundred Dollars ($1500.00), being the amount of debt, interest and plaintiffs costs now due on the original judgment.
Dated Oct 4 1926

	$
Debt	1500.00
Int from Oct 4, 1926	
Judgment	

G page 140.
V.D. Greeley, Prothy

Am Sci Fa No 41 Nov Term 1931
Satisfied Mar 9, 1934 See last revival

NOVEMBER TERM, 1926

J. E. Bossard
28

Blaine N. Wasson
vs
Leda Belle Wasson
Issued Oct. 4, 1926

Jas. Kurtz 11-1-26 paid 3.00
Shff. Jones 2.85
Paul E. Thomas Master, paid 25.00
11-12-26
Pro Greeley (atty paid) 7.85
atty 3.00

Subpoena in Divorce

And now, Oct. 4, 1926, subpoena awarded, Returnable to the Second Monday of November, 1926.

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

Subpoena rec'd. Served the within subpoena in divorce on the respondent personally on the 9th day of October, 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, Nov. 8, 1926, On motion in open Court, Paul E. Thomas, Esq., is hereby appointed Master in the above entitled case. By Thos. J. Brather, P.J.

(See paper filed.) Com. issued.

Nov. 12, 1926 Testimony and report of Master filed.

On Argument List for Nov. Term, 1926. No. 17

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 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 Blaine N. Wasson be divorced and forever separated from the nuptial ties and bond of matrimony, heretofore contracted between him the said Blaine N. Wasson the libellant, and the said Leda Belle Wasson, 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)

Nov. Nov. 1st. 1926
Rec'd from Pro. Greeley
Two and 85/100 ($2.85)
Being my costs
Chas. H. Jones, Sheriff
Per H.H.J.

NOVEMBER TERM, 1926

Chester Johnson 12-13-26 V.E.G.

J. D. Roberts v

29

Thomas & Kiebat for Harry Watt and John Watt Defts. 11/8/26. V.E.G.

Thomas v Thomas 10/8/26 v V.E.G.

attorneys for garnishee

Nov 1, 1929 Recd of defts attys Forty two Dollars Costs in this Case

V. L. Greeley Prothy.

Nov. 1, 1929 - Recd of V. L. Greeley, Pro. my costs - $6.50

C. H. Jones Sheriff

Oct 29, 1929. This suit discontinued by plaintiff. (See paper filed)

Nov 2, 1929. Recd V. L. Greely, Pro. Twenty ($20) dollars, atty fee Garnishee.

Thomas & Thomas.

Dec 12, 1929 Received of Pro. Greeley $2.75 costs advanced by Plaintiff.

E. C. Pietson

Dec 12 1929 Recd of Pro Greely $3.00 atty fee

J D Roberts

Stephen Shulaw

vs

Harry Watt & John Watt, defendants and Crawford County Trust Co, Garnishee.

Issued Oct 4, 1926.

	#
Tax & writ (Pltffs. paid)	2.75
Shff. Jones,	6.50
T. & J. Garnishees attys	20.00
Pro Guse of co	9.75
atty	3.00

Of No. 179 Sept. Term, 1926

Attachment Execution,

Returnable to next term.

To attach and levy in satisfaction of said judgment all debts and dividends due to the defendant by The Crawford County Trust Company of Meadville, Pa., and all other debts, deposits, goods and chattels in its hands or possession and due said defendant or defendants, and summon them as garnishees.

Writ returned: Served the within named defendant, Harry Watt, on Oct. 4, 1926, at his residence in Greenwood Tp, Crawford County, Pa, by handing to him personally a true and attested copy of the within attachment execution, and making the contents thereof known to him. And on the same date as aforesaid, I did serve the Crawford County Trust Company, Garnishee, by handing to Robert D Gaskill, an official of said company, a true and attested copy of the within attachment execution, and making the contents thereof known to him. Nihil habet as to the within named defendant John Watt. So answers Chas. H. Jones, Sheriff.

Nov. 22, 1926. Petition of Mrs Effie M. Watt for leave to intervene as a party deft. presented in open Court, and thereupon a rule to show cause is hereby granted, returnable the first Monday of January next at 10 o'clock A.M.

(See paper filed.) Per Curiam.

Dec. 13, 1926. Answer of plaintiff to rule to show cause, filed.

June 24, 1927. Interrogatories filed, and rule on Garnishee to answer same within ten days; service accepted by Attys for Garnishee.

July 18, 1927. Answers of Garnishee to interrogatories filed.

And now, Sept. 6, 1927, Miss Effie M. Peffers is hereby appointed Commissioner to take testimony on the rule to intervene by Effie M. Watt, in the above entitled case. (See paper filed) Com. issued. Per Curiam.

And now Nov. 9, 1927, upon consideration of the within it is ordered that a counsel fee of $20.00 be and is hereby awered to Crawford County Trust Company, garnishee, the same to be paid out of the funds in its hands. Per Curiam (See petition filed)

And now, Nov. 9, 1927, upon consideration of the within it is ordered that a rule be and is hereby entered upon the plaintiff, Harry Watt and Effie M. Watt, his wife to show cause why an issue should not be formed to determine their rights to the funds in the hands of Crawford County Trust Company garnishee. Per Curiam

On Argument List for Nov. Term, 1927, No. 4

On Argt. List for Feb. Term, 1928, No. 20.

Feb. 28, 1928. Rule made absolute, counsel to agree upon issue to be framed. Per Curiam.

NOVEMBER TERM, 1926

Boland & Boland

30

Dec 8 1926 Rec'd Five Dollars as Costs of J. A. Boland Atty V. L. Greeley Pro

Petition of B. W. Blystone for Satisfaction of Mortgage given by Frederick Arneman to Jacob E. Gross, Executor of the estate of Thomas Gross, deceased, recorded in Mortgage Book D. page Entered Oct. 4, 1926.

Pro. Greeley $5.00
Shff Jones (paid) 3.75

Oct. 4, 1926. Petition presented & filed in open Court.

Now, October 4, 1926, upon consideration of foregoing petition, and on motion of J. A. Boland, Esq., Attorney for petitioner, Monday, the first day of November, 1926, at ten o'clock A. M., is fixed as the time at which this matter will be heard in Court. And the Sheriff of Crawford County is hereby ordered and directed to give notice to the holder or holders of said mortgage, if found in Crawford County, and in case the holder or holders thereof cannot be found in Crawford County, then said notice to be given by the Sheriff by publication of said notice in the Cambridge Springs Enterprise-News, a newspaper of general circulation published in said county, once a week for four consecutive weeks, which said notice shall require said parties to appear in Court at Meadville, Pa., on Monday the first day of November, 1926, at ten o'clock A. M., to answer said petition.

(See petition filed) Per Curiam

Oct. 4, 1926 Order issued to Sheriff.

Nov. 8, 1926 Sheriffs return, proofs of publication, etc filed.

Now, November 8, 1926, upon presentation of the above motion, in open Court, and it having been shown to the Court that notice of the within stated petition for satisfaction of said mortgage and the order of Court made thereon has been given by the Sheriff of Crawford County, according to law and the order of this Court, and it now appearing that no person has appeared and made objection to such satisfaction, and the Court being satisfied of the truth of the facts set forth in said petition, - does now decree and direct that satisfaction of said mortgage given by Frederick Arneman to Jacob E. Gross, Executor of estate of Thomas Gross, deceased and which is recorded in Crawford County Mortgage Book D, at page 686, be entered on the record of said mortgage in the Recorders Office of Crawford County, by the Recorder of Deeds of Crawford County, upon the payment of costs of this proceeding and the entry of said satisfaction, and thereupon said mortgage shall be fully satisfied and discharged of record.

(See paper filed) Per Curiam.

Same day, Certified copy of decree issued.

NOVEMBER TERM, 1926

Charles B. Stegner -

31

Dec 30 1926 Recd of Chas B Stegner atty Forty dollars as costs
V. L. Greeley Pro

In the Matter of the account of the Trust Estate of John J. Carter, late of the City of Titusville, deceased.
Entered Oct. 4, 1926

Pro. Greeley ~~Tendering recording fee~~ ~~$0.00~~ 5.50

Note: Before the account filed on Oct. 4, 1926 was recorded a new account was substituted, which see at No. 150 Feb. Term, 1927. Hence the said first account at this number was not transcribed on the record.

First and Partial Account of L.B. Carter, George A. Eckbert, Emma Carter Sharp, and Alice Carter Herndon, now Trustees under Deed of Settlement of John J. Carter, deceased.
Filed Oct. 4, 1926.

And now, Oct. 4, 1926, the within report is ordered filed in the office of the Prothonotary, and said Prothonotary is hereby directed to publish notice of the filing of same once a week for two consecutive weeks, in the Titusville Herald.

By the Court
(Signed) Thos. J. Prather, P. J.

Oct. 4, 1926 Copy of Deed of Trust of John J. Carter, made January 14, 1911, filed

Nov. 9, 1926 Proof of publication of notice of filing account filed.

For Further proceedings, see No. 150 Feb. Term, 1927.

NOVEMBER TERM, 1926

J. A. Northam ✓ 32	Strasburg Music Co., Inc. vs. ✓ John Haemer, Jr. Issued Oct. 5, 1926 Jax, writ (Pd by Plff) $ 3.00 Chas. Jones (Atty fee) 2.70	Replevin for one Brunswick Talking Machine, Style, Tudor, No. 161308, of the value of $125.00, Returnable to next term. Oct. 5, 1926, Affidavit as to value of property filed. Oct. 5, 1926, Plaintiffs bond, with John L. Harned as surety, in the sum of $250.00, approved, and filed. Writ returned: Served the within replevin on Oct. 5, 1926, on the within named defendant, John Haemer, Jr. by handing him a true and attested copy of the within writ, and making known to him the contents thereof. The defendant failing to give bond within the 72 hours, as provided by and according to law, the within described and named property was delivered to the plaintiff, Strasburg Music Company, Inc., on Oct. 8, 1926. So answers, Chas. A. Jones, Sheriff.

NOVEMBER TERM, 1926

Albert L. Thomas Fred L. Kiebort 33	In the Matter of the appeal of Fred Root from the finding and report of viewers appointed to assess damages for the taking of land of appellant by the State Highway Department in the construction of the improved road from Drakes Mills to the Erie County line Entered Oct. 6, 1926. Pro. Greeley # 1.25 Pro. S. since 3.00	Oct. 6, 1926. Appeal and affidavit filed (For proceedings in the Court of Quarter Sessions, see No. 97 Sept. Session, 1925, in said Court) Same day, Cert. of Appeal issued to the Clerk of the Courts. Dec. 22, 1926 Agreement of counsel for appellant and the county for the framing of an issue, filed. On Trial List for 1st & 2d Monday of Jan. 1927, No. 20.

Now Mar. 5, 1928, This case settled and discontinued of record.

Thomas & Kiebort, attys for Fred Root

NOVEMBER TERM, 1926

Albert L Thomas ✓ Fred L Kiebort 34	In the matter of the appeal of Elias Drake and Clarence Drake, doing business as F. A. Drakes Sons From the finding and report of viewers appointed to assess damages for the taking of land of appellants by the State Highway Department in the construction of the improved road from Drakes Mills towards Edinboro. Entered Oct. 6, 1926. Pro. Greeley 1.25 Pro. G. since 5.00	Oct. 6, 1926, Appeal and affidavit filed. (For proceedings in the Court of Quarter Sessions, see No. 45 May Session, 1926, in said Court) Same day, Certificate of appeal issued to the Clerk of the C. P. Court. Dec 22, 1926, Agreement of counsel for appelants and the County, upon an issue, filed. On Trial List for 1st and 2d Monday of Jan. 1927, No. 21. Jan 3, 1927. Continued by consent. On Trial List for 2d Monday of Jan. 1928, No. 21 "Special." On Trial List for 1st & 2d Mon. of Mch. 1928, No. 31.

Now Mar. 5, 1928, This case settled & discontinued of record.

Thomas & Kiebort, Attys. for Elias & Clarence Drake, Plaintiffs

NOVEMBER TERM, 1926

Albert L. Thomas Fred L. Kiebort 35	In the matter of the appeal of Elias Drake from the finding and report of viewers appointed to assess damages for the taking of land of appellant by the State Highway Department in the construction of the improved highway from Drakes Mills to Edinboro. Entered Oct. 6, 1926. # Bro. Greeley 1.25 Bro. S. since 5.00	Oct. 6, 1926, Appeal and affidavit filed (See proceedings in the Court of Quarter Sessions at No. 46 May Session, 1926, in said court). Same day, Certificate of appeal issued to the Clerk of the Court of Quarter Sessions. Dec. 22, 1926, Agreement of counsel for appelant and the county upon an issue in this case, filed. On Trial List for 1st and 2d Monday of Jan. 1927, No. 22. Jan. 3, 1927, Continued by consent. On Trial List for 2d Monday of Jan. 1928 No. 22 "Special." On Trial List for 1st & 2d Mon. of Mch. 1928, No. 32.

Now Mar. 5, 1928, This case settled & discontinued of record.

Thomas & Kiebort, Attys for Elias Drake, plaintiff

NOVEMBER TERM, 1926

John O. McClintock
Walter J. McClintock

36

Feby 7 1927 Rec'd of Pff by atty Five and 40/100 dollars Shff Proctys costs
V. L. Greeley Prs

Feby. 7. 1927. Rec'd of Pro. V. L. Greeley Three 40/100 ($3.40) being my costs.
Chas H Jones. Sheriff
Pr. Pff.

D. L. Rhodes, successor to D. L. Rhodes and Linda L. Calvin, a partnership formerly doing business as D. L. Rhodes & Co.
vs.
Frank L. Andrews
Issued Oct. 6, 1926

	#
Tax & writ (pd by Pff)	2.00
Shff Jones,	1.40
Shff. Jones, - alias	2.00
Pro. G.	2.00

Summons in Assumpsit, Returnable to first Monday of November, 1926
Oct. 6, 1926 Affidavit that plaintiff's claim exceeds $100.00 filed.
Writ retd Jan. 4, 1927: Nihil habet as to the defendant, Frank L. Andrews
So answers, Chas. H. Jones, Sheriff.
Jan. 5, 1927. Alias summons issued, returnable to first Monday of February next.
Alias writ returned served personally on the deft. Jan. 6, 1927.
See return at length on writ.

Feb. 7, 1927, this case is settled and the Prothonotary is directed to mark same discontinued. John O McClintock
Walter McClintock
attys for Plaintiff

NOVEMBER TERM, 1926

Charles B. Stegner
37

Nov 13 1926 Rec'd of Peff by atty Seven and 85/100 Dollars my costs
V. L. Greeley Pro

Wiley R. Eastman
vs.
Lottie Weldon Eastman
Issued Oct. 6, 1926.

Tax & writ (paid)		3.00
Pro Greeley.		7.85
D. P. Roberts Constable pd		1.45
Master paid		25.00
atty		3.00

Subpoena in Divorce
And now, Oct. 6, 1926, subpoena awarded, Returnable to nett term.
(Signed) Thos. J. Grather, P. J.
Nov 8 1926 Subpoena returned: Served the within writ on the within named Lottie Weldon Eastman by handing her a copy of the within and made known to her the contents thereof by reading the same to her in Crawford County Pa Oct 11, 1926. So Answers Daniel P. Roberts Constable
And now, Nov. 8, 1926, W. J. Sirdevan, Esq. is appointed Master in this case. (See paper filed) Com. issued. (Signed) Thos. J. Grather, P. J.
Nov 12 1926 Testimony and Report of Master filed.
On Argument List for Nov. Term, 1926, No. 18.
Now, Dec. 29, 1926, after due consideration, a divorce is decreed as prayed. Per Curiam
Decree - And now, to wit: December 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 Wiley R. Eastman be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between him the said Wiley R. Eastman, the libellant and the said Lottie Weldon Eastman the respondent.
And that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage, shall cease and determine:
And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married.
(See paper filed) Per Curiam

J. Perry Eckels
38

Thomas & Thomas for Garnishee

Dec 23, 1926. Rec'd of V. L. Greeley, Pro Thy ten Dollars, being our fee in this case.
Thomas & Thomas
By C. J. Thomas,
Atty for Garnishee.

Dec 23, 1926 Rec'd from Pro Thy Seventeen and 80/100 unpaid costs & Sat
V. L. Greeley, Pro
12/23/26 Rec'd of Pro Greely. my Costs on this writ
Chas H Jones
Fees 3.00 & 30 Sheriff

Jessie M. Spencer
vs
Maude Norman,
Deft, and First National Bank of Cochranton, Pa., Garnishee
Issued Oct. 9, 1926

	#
Tax & writ (paid)	2.75
Shff Jones	5.30
Pro. Greeley	2.25
Atty	3.00
Garnishees attys	10.00
Sat	.25
Shff. Jones-Interrog. (Trans)	4.40

Of No. 44 May Term, 1926
Attachment Execution
Returnable to next term.

To attach all and singular the goods, chattels, rights and credits, moneys and property of the defendant in whose hands the same may be, and specially in the hands of the First National Bank of Cochranton, and summon them as garnishees.

Writ returned: Served the within Att. Execution on the Garnishee, First National Bank, Cochranton, Pa., on Oct. 9, 1926, by handing to the Cashier of said bank a true and attested copy of the within writ, and making known to him the contents thereof. Served the defendant Maude Norman at her residence in the Boro of Cochranton, Pa., on Oct. 12, 1926, by handing to her a true and attested copy of the within writ and making the contents thereof known to her.
So answers Chas. H. Jones, Sheriff.

Nov. 8, 1926. Interrogatories to garnishee filed, and Rule to answer within ten days.

Nov. 24, 1926. Thomas & Thomas appear for the First National Bank of Cochranton, Garnishee. (See paper filed)

Nov. 24, 1926 Answers of Garnishee filed.

And now, November 29, 1926. On motion in open court, judgment is granted against the Garnishee, in favor of Plaintiff for the amount admitted in its answer, to wit, $658.18. Per Curiam. (See paper filed).

Debt $658.18
Int. from Nov. 27, 1926
Costs p. 162.
Judgment.
V. L. Greeley, Pro Thy.

And now, Nov. 29, 1926, Fee of counsel for Garnishee, is fixed at $10.00. Per Curiam. (See paper filed)

Dec. 23, 1926, Received from First National Bank of Cochranton, Pa. $658.18 in payment of above judgment, and direct the Prothonotary to satisfy the judgment entered against said Garnishee.
J. Perry Eckels
Attorney for Plaintiff.

Aug. 1927. Return of Shff. to Interrogatories & Rule on Garn. filed

NOVEMBER TERM, 1926

O. Blare Kent
39

Feby 14 1927 Rec'd of Pff by atty Seventeen and 15/100 dollars Shff & Proctys Costs
V. L. Greeley Pro

Feb 14—1927
Rec'd of Pro Greeley
$6 05 Six 05/100 Dollars Costs
Chas H Jones

Mary Spaulding
vs.
Ralph D Spaulding
Issued Oct 11, 1926

	#
Tax & writ	3.00
Shff Jones	6.05
J. A. Northam, Master 7d	25.00
Stenographer (Pd)	2.50
Pro Greeley	8.10
atty	3.00
Shff Connell on Att.	1.00
H. J. Schuth on att 6-3-31	8.00
Pro Greeley on att pd	4.50

Subpoena in Divorce from Bed and Board, with alimony.
Now, Oct. 11, 1926 subpoena awarded, Returnable to the 1st Monday of December, 1926.
(Signed) Thos J. Grather, P. J.
Subpoena returned: Served the within subpoena in divorce on the respondent personally on the 6th day of Oct. 1926 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 Chas. H. Jones, Shff.
And now, Jan 3, 1927, On motion in open court, J. A. Northam, Esqr, is appointed Master in this case (Signed) Thos. J. Grather, P.J.
(See paper filed) Com. issued.
Feb. 11, 1927, Testimony and report of Master filed.
On Argument List for Feb. Term, 1927, No. 19.
Now, April 25, 1927.- After due consideration, a divorce a mensa et thoro is decreed as prayed. And it is further decreed that respondent pay to libellant a sum equal to $843.10, Eight Hundred forty-three and 10/100 Dollars, annually, in payments of $70 25/100 each month, with first payment due May 1st, 1927, and thereafter on the first day of each month during the continuance of this order; And it is also decreed that recognizance in the name of the Commonwealth for the use of Libellant, in the sum of One thousand ($1000) Dollars, with sufficient surety, conditioned that he comply with foregoing order; said bond to be filed within ten days. By the court.
Decree- And now, April 25, 1927. this cause having been heard on libel, subpoena, subsequent proceedings and evidence therein, duly taken and filed of record, the Master, after a full hearing of the case, having found that the facts set forth in the libellant's libel are true, and having also found that the annual earnings of respondent were of the sum of $2529.30; and the Court having given the case full consideration, does now order, adjudge and decree that the libellant, Mary Spaulding, and the respondent, Ralph D. Spaulding, be separated from bed and board. And it is further Ordered, Adjudged and Decreed that the respondent, Ralph D. Spaulding, pay to the libellant, Mary Spaulding, a sum equal to $843.10 Eight Hundred forty-three and 10/100 Dollars, annually, in payments of $70.25 each month, with first payment due May 1, 1927, and thereafter on the first day of each month during the continuance of this order; and it is also decreed that respondent enter into his recognizance in the name of the Commonwealth for the use of the libellant in the sum of One thousand ($1000.00) Dollars, with sufficient surety,

Continued on margin

conditioned that he comply with the foregoing order, said bond to be filed within ten days.
And it is further ordered and decreed that the said respondent, Ralph D. Spaulding, pay the costs of this proceeding.

Per Curiam.

(See paper filed.)
May 12, 1927. Proof of service of certified copy of decree upon respondent, filed.

Continued on page 465.

NOVEMBER TERM, 1926

O. Klare Kent ✓ 40	Laura Capicelli Furno vs. Carmine Furno Issued, Oct. 11, 1926 #	Subpoena in Divorce And now, Oct. 11, 1926, subpoena awarded, Returnable to first Monday of December next. (Signed) Thos. J. Prather, P.J.
Tax & writ 3.00 Shff. Jones 1.85 Shff. Jones, alias 1.60		Subpoena returned: Dec. 6, 1926. The within named respondent is not found in my bailiwick. So answers Chas. H. Jones, Sheriff.
		Sept. 17, 1927. Alias subpoena in divorce issued, returnable to first Monday of November next.
		Alias Subpoena ret'd Nov. 7, 1927: Non est inventus as to the within named respondent. So answers C. H. Jones, Sheriff

NOVEMBER TERM, 1926

Breene & Jobson
41

Zelma Edith Morris Boles
vs.
Harry J. Boles
Issued Oct. 12, 1926.

	#
Tax & writ	3.00
Shff. Jones	1.85
Pro. Greeley	2.50

Subpoena in Divorce
And now, October 12, 1926, subpoena awarded, Returnable to first Monday of December next.
(Signed) Thos. J. Grather, P.J.
Subpoena retd. Dec. 6, 1926 - The within named respondent is not found in my bailiwick
So answer. Chas. H. Jones, Shff
And now, January 3, 1927, On motion in open Court, leave granted to discontinue the above entitled action.
Per Curiam
(See paper filed)

Jan. 4, 1927, Received from Breene & Jobson Attys for libellant, per J. C. Kiebort, Esq. $1.35 being costs as taxed in this case.
V. L. Greeley, Pro

Jan. 4th 1927. Rec'd. of V. L. Greeley, Pro. One - and 85/100 - ($1.85) - being my costs -
Chas. H. Jones. Sheriff
Per. H.J.

Jan 5, 1927, This case discontinued by leave of Court.
Breene & Jobson, Attorneys
by F. C. Kiebort

Thomas F Kiebort
42

Feby 16 1927 Rec'd of Pfff by atty Elvin and 65/100 Dollars Shff & Proctys Costs
V. L. Greeley Pro

July 16-1927 - Rec'd of Pro. V. L. Greeley Three and 45/100 Dollars ($3.45) being my costs
Chas H Jones
Per HHJ Sheriff

Genevieve Hunter
vs.
Solomon Hunter
Issued Oct. 12, 1926

Tax & writ 11-3-26 # paid		3.00
Shff. Jones		3.45
C.V. Johnson, master Pd		25 00
Pro. Greeley		8.10
atty		3.00

Subpoena in Divorce
And now, October 12, 1926, subpoena awarded, Returnable to first Monday of December next.
(Signed) Thos. J. Brather, P.J.

Subpoena returned: Served the within subpoena in divorce on the respondent personally on the 13th day of October 1926, 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, Chas. H. Jones, Sheriff.

And now, Jan. 3, 1927. Upon motion in open Court, by Victor Johnson, Esq., is appointed Master. (Signed) Thos. J. Brather, P.J.
(See paper filed) Com. issued.

Feb. 18, 1927, Testimony & Master's report filed
On Arg't List for Feb. Term, 1927, No. 20

April 25, 1927, After due consideration a divorce is decreed as prayed and at respondents costs. Per Curiam.

Decree. And now, to wit: April 25th, A. D. 1927, this cause came on to heard on libel, subpoena subsequent proceedings and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court, ordered, adjudged and decreed.

That the said Genevieve Hunter be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Genevieve Hunter the libellant, and the said Solomon 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 anytime heretofore, in pursuance of said marriage, shall cease and determine;

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

Per Curiam.

See paper filed.

NOVEMBER TERM, 1926

43.

Guy Mickle
vs
Forest W. Russell
Entered Oct. 12, 1926.
Geo. Greeley (pd by pltf) $2.25

Of No. 273 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 defendant by the Sheriff of said County, and duly so returned, and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Seven Hundred Dollars, being the amount of debt now due on the original judgment, with interest from Sept. 17, 1926.

Debt $700.00
Int. from Sept. 17, 1926
Judgment
R. p. 71.
V. L. Greeley, Prothy.

Am Sci Fa No 47 Nov Term 1931

NOVEMBER TERM, 1926

A. M. Fenner
Albert L. Thomas
44

Eunice McMullen
vs
R. D. Spaulding
Issued Oct. 12, 1926

Tax & writ (Atty paid)	#	2.00
Shff. Jones (paid to Shff)		6.20
Geo. Greeley 12-13-26 paid		3.00
Atty		3.00
Seal	Pd	.25

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

Oct. 12, 1926 Affidavit that Plffs. claim exceeds $300.00 filed.

Oct. 12, 1926 Plaintiffs statement of claim filed. Copy certified.

Writ returned Nov. 10, 1926: Served the within summons on the within named defendant, R. D. Spaulding, Oct. 16, 1925, on Erie Street, Linesville, Crawford County, Pa., by handing to him a true and attested copy of the within summons together with plaintiffs statement of claim, and making the contents thereof known to him. So answers

Chas. H. Jones, Sheriff

And now, Nov. 10, 1926 Upon praecipe of plaintiffs attorneys, judgment is entered against the defendant and in favor of plaintiff in default of an appearance and for want of an affidavit of defense, and liquidated at the sum of Eight hundred sixteen dollars and sixty-seven cents. (See paper filed)

#816.67

Debt
Int. from Nov. 6, 1926
Judgment

Sp. p. 242

V. L. Greeley, Prothy.

Dec 13 1926 Recd satisfaction in full debt interest and costs on above judgment

A. M. Fenner
Atty for Plff.

NOVEMBER TERM, 1926

Thomas & Thomas

145

Thomas v Kiebot 11-5-26 V.L.G.

2nd now, Mar. 28, 1927, Rec'd V. L. Greeley, Pro. Fee (#5) Dollars, being entry and docket fee.

Thomas & Thomas
attys.

March 28th 1927. Rec'd of ~~Chas. Jones~~ V. L. Greeley Pro. $2.60 being my costs.

Chas. H. Jones Sheriff
Pro. Hff

Gertrude M. Burns, Administratrix of the estate of Grace B. Burns, deceased.

vs

Warren P. Smith

Issued Oct. 13, 1926

Tax & writ (Pd by Atty)	2.00
Shff. Jones	2.60
atty.	3.00
Pro G. 3-28-27- pd.	1.00

Summons in Assumpsit,
Returnable to next term.
Oct. 13, 1926, Statement of claim filed.

Writ returned: Served the within summons on Oct. 13, 1926 by handing to Maude Smith, a member of the defendants family, namely, his wife, at their residence on Baldwin Street Extension, Meadville, Pa., a true and attested copy of the within summons, together with plaintiffs statement of claim, and making the contents thereof known to her.

So Answers, Chas. H. Jones, Sheriff.

And now, March 28, 1927, this suit is discontinued of record.

Thomas & Thomas
attys for Plaintiff.

Thomas & Thomas

46

Crawford County Trust Company
vs
John F. Booth and S.S. Booth
Entered Oct 13, 1926

Pro. Greeley (paid by Pltf) # 2.25
Atty 3.00

Of No 82 November Term, 1926.
Amicable Scire Facias sur Judgment.
It is agreed that the Prothonotary enter an Amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said county and duly so returned, and that ad 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 and eleven and 50/100 Dollars, with interest from July 1, 1926, being the amount of debt interest and costs now due on the original judgment.

Debt # 411.50
Int. from July 1, 1926
Judgment

Bo. pages 169 + 170.

V.L. Greeley, Prothy

And now March 9-1929 Received satisfaction in full for this Judgment Debt, Interest & Cost and we hereby authorize the Prothonotary to Satisfy same of record.

Crawford County Trust Co
By R.D. Gaskill Secy.

Leland J and Stuart A. Culbertson

47

May 23 1927 Recd of Pepp by atty Twenty and 05/100 Dollar Shff + Prothys costs

P. L. Greeley Pro

May 23rd 1927. Recd of U. L. Greeley Prothy $9.95 being my costs

C. H. Jones Shff.

per HJ

John E. Glaser

vs

Marjorie Glaser

Entered Oct. 13, 1926

	#
Tax + writ (pd by Atty)	3.00
Shff Jones	1.85
Shff Jones - Alias	1.60
Shff Jones - Proc.	6.50
Roy S. Peters, Master	25.00
Pro. Greeley,	10.10
atty	3.00

Subpoena in Divorce

And now, October 13, 1926, subpoena awarded, Returnable first Monday of December next.

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

Subpoena returned Dec 6, 1926: The within named respondent is not found within my bailiwick. So answers Chas. H. Jones, Shff

Dec. 6, 1926 Alias subpoena in divorce issued, returnable to first Monday of Feb. next

Alias subpoena retd Feb. 7, 1927:- The within respondent is not found in my bailiwick. So answers Chas. H. Jones, Shff

Feb. 11, 1927, Order for proclamation issued, returnable to first Monday of April next

And now, April 4, 1927 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 4, 1927, Roy S. Peters, Esq., is appointed Master in this case to take testimony and make report to the Court, By Hon. Thomas J. Brother, P. J. (See paper filed) Com. issued.

May 13 1927 Testimony and Report of Master filed;

On Argument List for May Term, 1927 No. 18

Now, June 6, 1927, After due consideration, a divorce is decreed as prayed. Per Curiam

Decree. And now, to wit: June 6, A. D. 1927, 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 John E. Glaser be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between him the said John E. Glaser, the libellant, and the said Marjorie Glaser, 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, 1926

Thomas & Kiebort

48

Received Feb. 21-1927
$1.80 from Mrs. Greeley being Shffs Marshalls costs in this case.
Edna Marshall Williams

John J. Shoyock, Trustee, now use of W. H. Fritz
vs.
John M. Grosart and Andrew Earl Engle
Issued Oct. 14, 1926.

Jay Twitchell (Atty fd)	3.00	#
Ree Hood	.50	
Shff. Jones	4.00	
Sheriff Jones-alias	4.40	
Bro. Greeley	4.25	
Atty	3.00	
Costs at No 40 Feb. T. 1908.		
Shff.	2.25	
Rec. A. G. Oster	.50	
Shff. R. P. Marshall	1.80	

Alias
Sci. Facias sur Mortgage recorded in Mortgage Book No. 66, page 64.
Returnable to next term.
Oct. 14, 1926. Affidavit as to owners of land filed.
(For former Sci. Fa. on same mortgage, See No. 40 Feb. Term, 1908.)
Writ returned: Served the within writ on Oct. 15, 1926, after diligent search, finding no person or persons in possession of the within described property, I posted in the most public place of the premises on the buildings, a true and attested copy of the within writ Nihil habet as to within defendants, John M. Grosart and Andrew Earl Engle.
So answers, Chas. H. Jones, Sheriff.
Nov. 17, 1926, Alias sci. Fa. sur mortgage issued, returnable to first Monday of December next

Alias writ returned Dec. 6, 1926: After diligent search of the within property, and finding no person or persons in possession thereof, I did post in the most public place of the property, namely, on a building, a true and attested copy of the within writ. Nihil habet as to the within named defendants, John M. Grosart and Andrew Earl Engle.
So answers, Chas. H. Jones, Sheriff.
And now, December 23, 1926. On motion of plaintiff's attorneys, judgment is entered against the defendants and in favor of the use plaintiff, W. H. Fritz, for want of an appearance on two returns of Nihil habet: And same day, judgment liquidated at the sum of Twelve hundred ninety-five and 25/100 Dollars, with interest from December 23, 1926, and with costs of suit.
(See paper filed)

Debt	# 1295.25
Int. from Dec 23, 1926.	
Attys Com. included	27.50

Judgment
W. L. Greeley, Prothy.

G. p. 71, Ex. p. 25.

Lev. Fac. to No. 41 Feb. Term, 1927

NOVEMBER TERM, 1926

Arthur L. Bates

49

Leon E. Berly, use of M L Roudebush, deceased, and O.H. Roudebush and E. B Roudebush, Executors, now use of New First National Bank of Meadville, Pa.,

vs.

Agness B. Rummer Wyckoff and husband Clifton Wyckoff, and Cornelia Babcock

Entered Oct. 18, 1926

	#
Jay & Pro. S. (pd by Deft.)	3.00
Rec. Stood	.50
Atty	3.00

Amicable Sci. Facias sur Mortgage and Confession of Judgment.

Filed Oct. 18, 1926, to wit:

"It is agreed that this action be entered with like effect as if a Sci. Fa. had been regularly issued out of said Court at the suit of plaintiff against defendant on a certain mortgage given by the latter to the former, dtd January 18, 1919, recorded in Mortgage Book No. 101, page 153, in the office for recording deeds in Crawford County, Penna, to which reference is hereto made, and as if the same had been duly served and returned."

"A Judgment is hereby confessed thereon by the defendant to the plaintiff, for the sum of #1266.00, being the amount of principal and interest due on said mortgage to July 18, 1926, with interest thereon from that date, and attorneys commission of five per cent for collection of the same, without stay of execution and release of all errors."

"Witness my hand and seal"

(Signed) Agness B. Rummer Wyckoff (Seal.)

"Meadville, Pa., October 16, 1926."

Debt #1266.00

Int from July 18, 1926

W. page 245.

Judgment

V.L. Greeley, Prothy.

50

✓ Lee Hynes
Vs
✓ Charles Weisman ux
Albert Weisman
✓ Entered Oct. 19, 1926

Pro. Greeley (pd Oct. 14/26) # 225

Of No. 3 February Term, 1922.
Amicable Scire Facias sur Judgment.

It is agreed, That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said county and duly so returned; and that a judgment be entered thereon, in favor of the plaintiff and against the defendant with all the waivers and conditions contained in the original judgment note, for the sum of Six hundred sixty-four and 01/100 Dollars, being the amount of debt, interest from Nov 15, 1926, ~~and costs~~ now due on the original judgment.

Dated Oct 1926

(Signed) Chas. Weisman (Seal)
Albert Weisman (Seal)

Debt # 664.01
Int. from Nov. 15, 1926.
Judgment
V. L. Greeley, Prothy

W page 125-125.

Oct. 19, 1931. Amicable Sci. Fa. to No. 57, Nov. Term, 1931.

NOVEMBER TERM, 1926

51

Julia M. Welsh
vs
D. P. Crane
Entered Oct. 19, 1926.

Pro. Greeley (pd by Deft) # 2.25

Of No. 287 September Term, 1921
Amicable Sci 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, for the Sum of Two Hundred Dollars, being the amount of debt, interest and costs now due on the original judgment.

Dated, Oct. 19, 1926.

Sgd D. P. Crane.

Debt $200.00
Int. from Oct 27, 1926.
6. page 229. Judgment
V. L. Greeley, Prothy.

Received Oct 14, 1931 One Hundred Dollars to apply on the above Judgment
Julia M. Welsh

Oct. 12, 1932 Amicable Sci. Fa. to No. 46 Nov. Term, 1932, signed by "Mrs. D. P. Crane."

May 31, 1935 This judgment satisfied (See Recital)

NOVEMBER TERM, 1926

52

The Springs National Bank of Garlbridge Springs, Pa.,
vs.
Edwin E. Mosier,
Albert G. Mosier,
Jefferson Estes and
Charles S. Mosier.
Entered Oct. 21, 1926.
Geo. Greeley (Pltf. pd) $2.25

Of No. 300 November Term, 1921.
Amicable Scire Facias sur Judgment.
It is agreed That the Prothonotary of said Court enter amicable Scire Facias upon the above judgment with the same effect as if a 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 defendants, with all waivers and conditions contained in the original judgment note, for the sum of Nine hundred ninety and 2/00 dollars, with interest thereon from Oct. 8, 1926, being the amount of debt, interest and costs now due on the original judgment.

Debt $990.02.
Int. from Oct. 8, 1926.
M. pages 268, 170, 170; H. p. 188. Judgment
V.L. Greeley, Prothy

Jan 28 1931 The above judgment satisfied of record
(See paper filed.)

NOVEMBER TERM, 1926

J Perry Eckles

53

United States Hoffman Machinery Corporation
vs.
Elmer Stanton
Issued Oct. 21, 1926.

Tax & writ (paid by atty) $3.00
Shff Jones (not to Shff.) 2.60
Cartage & Drayage (paid by Atty) 18.00

Replevin for one Hoffman Pressing Machine with Gas Regulator, Returnable to second Monday of November next. Value $290.00

Oct. 21, 1926, Affidavit of value filed.

Oct. 21, 1926. Bond of plaintiff, with National Surety Company as surety, in the sum of $580.00, approved and filed.

Writ returned: Served the within writ of Replevin on the defendant, Elmer Stanton, on Oct 21, 1926, by handing him a true and attested copy of the within writ, and making the contents thereof known to him; and as provided by law, at the expiration of seventy-two hours, he having failed to file the required bond, the within described property was shipped to the within named plaintiff, Bronx N.Y., on Nov. 17, 1926, via Erie R.R. freight. So answers Chas. N. Jones, Shff

February 2, 1927. Declaration in replevin filed.

NOVEMBER TERM, 1926

54

New First National Bank of Meadville, Pa.,
vs.
Lula M. Blood and
A.R. Blood
Entered Oct. 26, 1926.

Pro. Speeley

Of No. 89 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 plaintiff and against defendants, with all the waivers and conditions contained in the original judgment note for the sum of Five Hundred Dollars with interest thereon from Oct 26, 1926, now due on the original judgment

Debt $500.00
Int. from Oct 26, 1926

Bl. 71. 172-172.

Judgment
W.L. Speeley, Prothy

Rec'd Jany 8, 1930 Payment in full of the above Judgment Debt, interest and costs

New First National Bank
By H.M. Brucan Atty in fact

NOVEMBER TERM, 1926

Thomas & Thomas
55
Thomas & Piebob 11-5-26 V.E.G.

May 28 1931 Recd from J. Falkinburg Two hundred Nine and 27/100 Dollars as costs V. L. Greeley Prothy
May 28, 1931 Recd of Pro. Greeley $195.27 costs due dept; including witnesses.
Thomas & Kubat
F.C.K.

May 21, 1931 Notice issued to tax costs on Thursday May 28, 1931, at 10 A.M.

May 22, 1930, Acceptance of service of notice filed.

J. F. Falkinburgh
vs.
Township of Venango
Issued Oct. 27, 1926

	#
Jay & wirt (Plff. pd)	2.00
Shff. Jones	
Pro. Greeley for county	10.00
Jury fee (Deft. paid 2-5-29)	4.00
Atty	3.00
appeal to S Ct 3-27-29 pd	3.00
Costs in Sup. Ct:	
Appellant pd	12.00
Atty T & K.	3.00
Defts. Bill of Costs	174.27
Pro. Greeley since	4.00

Summons in Assumpsit
Returnable to next Term.
Oct. 27, 1926, Affidavit that Plffs. claim exceeds $300.00, filed.
Oct. 27, 1926 Plaintiff's statement of claim filed.
Nov. 5, 1926, Affidavit of defense filed & service accepted by Plffs Attys.
On Trial List for 1st and 2d Mon. of Jan. 1927, No. 15
On Trial List for 2d Monday of Jan. 1928 No. 23.
Jany 9, 1928. Reported: To be tried before Court without a jury.
On Argt. List for May Term, 1928, No. 8.
May 31, 1928, Continued on application of Plff.
On Trial List for 1st & 2d Mon. of Jan. 1929 36
And now, January 17, 1929, a jury selected and called, and sworn at 11:35 o'clock A.M., as follows: 1- R. B. Thomas, 2- L. W. McMillin, 3- William Sterret, 4- J. W. Noll, 5- Gaylord Moyer, 6- Arthur Wadsworth, 7- Mrs. Ellen Ridgway, 8- Silas A. Kirkham, 9- Mrs. Rose Collins, 10- Mrs. Olive Davis, 11- Mrs Irene Sherred, 12- Jessie M. Stokes: twelve good and lawful persons, who upon their solemn oaths which they have taken, say, January 18, 1929, they find for the plaintiff in the sum of Three thousand two hundred sixty-nine and 25/100 Dollars. Corp. fr. 42.
Jany 18, 1929, Defts. point filed.
Jany 21, 1929, Motion by deft. for judgment N.O.V. filed.
Now, January 19, 1929, upon presentation of above motion a rule to show cause why judgment n.o.v. should not be entered is granted, and the stenographer is ordered and directed to transcribe the notes of testimony, charge of the court, points and answers, into long hand, and file the same of record. Per Curiam. (See paper filed)
Jany 21, 1929, Motion by deft. for a new trial filed.
Now, January 19, 1929, upon presentation of the above motion, a rule to show cause why a new trial should not be ordered is hereby granted, and also leave to counsel to file additional reasons for a new trial within fifteen days after notice served upon him of the filing of the testimony and charge of the court. Per Curiam (See paper filed)
January 24, 1929, Testimony and charge of the Court as taken and transcribed by Stenographer filed.
On Argt. List for Feb. Term, 1929 No. 4. Feb. 26, 1929, Argued by Att.
Now, March 19, 1929, the Rules to show cause heretofore granted why judgment N.O.V., should not be entered, and why a new trial should not be ordered, are hereby dismissed. Per Curiam.
Same day, Exception sealed for defendant.
(See opinion filed)

Continued on page 460

56

E. H. Collins
vs
J. D. Lander
Entered Oct. 27, 1926

Pro. Greeley (pd by Pft) # 2.50

Of Nos. 304+305 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 judgments, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said county and duly so returned, and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Thirteen hundred and fifty Dollars, with interest thereon from Nov. 1, 1926, being the amount now due on said original judgments

Debt # 1350.00
Int. from Nov. 1, 1926.

L.J. 66.

Judgments
V. L. Greeley, Prothy.

Now, Dec. 1, 1931 Amicable Sci. Fa. to No. 24 Feb. Tr. 1932

NOVEMBER TERM, 1926

Thomas & Kiebort 57 C. Victor Johnson 11-8-26 vs.	Harry E. Detrie vs John Lippert Issued Oct. 27, 1926 Tax & writ (Atty Pd) $2.00 Shff. Jones	Summons in Trespass Returnable to next term.

NOVEMBER TERM, 1926

X

J. E. Bossard ✓
5-8
5-17-28 1-4-9.
Thomas H Lowry, ✓

Lewis A. Jones
vs
Elizabeth Jones
Issued Nov. 1, 1926

5-17-28 #
Tax & work paid 3.00
Shff. Jones 1.85
Shff. Jones - alias 1.60
Shff. Jones - proc. 9.75
B. B. Pickett, Master 25.00
Pro. S. for Co. 5/14/37 paid 13.50
atty 3.00
Paul E. Thomas, Esq. Counsel fee 50.00
Gerald Prather Master pd 25.00

Subpoena in Divorce
And now, November 1, 1926, subpoena awarded, Returnable to the first Monday of December, 1926.
(Signed) Thos. J. Prather, P. J.

Subpoena returned Dec. 6, 1926. The within named respondent is not found within my bailiwick. So answers Chas. N. Jones, Shff.

Dec. 28, 1926 Alias subpoena in divorce issued, returnable to first Monday of Feb. next

Alias subpoena retd Feb. 7, 1927. The within named respondent is not found in my bailiwick. So answers Chas. N. Jones, Shff.

April 12, 1927. Order for proclamation issued returnable to Second Monday of May next

And now, May 9, 1927. I have made proclamation in the above entitled case according to law, and caused the same to be published in the Linesville 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. N. Jones, Sheriff.

Rec'd of Pro. Greeley May 17, 1928 - $13.70 my costs
C H Jones
Shff

And now, April 2, 1928 On motion in open Court, B.B. Pickett, Esq., is hereby appointed Master to take testimony and make report to the Court. Per Curiam (See paper filed) Com. issued.

And now, May 17, 1928, Upon petition of respondent presented in open court, it is ordered that a rule be and is hereby granted upon libellant to show cause why an order should not be made upon him to pay to respondent alimony pendente lite and a sufficient amount for counsel fees and expenses incident to the preparation of her defense. Notice of this rule to be served upon libellant or his attorney of record. All proceedings stayed in the meantime. Per Curiam. (See paper filed)

June 4, 1928, Answer of libellant to petition for alimony and counsel fees, filed.

And now, February 8, 1937 On motion, in open Court, leave granted to amend the libel filed in the above entitled case by striking out one of the causes alleged as grounds for divorce which reads as follows: "And further, that the said Elizabeth Jones has committed adultery with one Lewis and divers other persons to your petitioner unknown" (See paper filed) Per Curiam.

And now February 8", 1937, Gerald D. Prather, Esq. is hereby appointed Commissioner to take testimony on rule to show cause in the above entitled case. (See paper filed.) Per Curiam.

Ord. Arg. List for Feb. Term, 1937. No. 27.

—Record Continued on page 470—

Ind. nocc, July 25, 1937, Rec'd of J. E. Bossard atty for libellant $50 fee Henry sic full.
Paul E. Thomas
atty
For respondent.

NOVEMBER TERM, 1926

J. Perry Eckels

59

L. W. Benedict

Frank A. Myers and Elizabeth Myers,

vs

Mary E. Wright and M. B. Ashley

Issued Nov. 2, 1926.

		#
Jax + writ (atty pd)	2.00	
Shff. Jones (pd in to Shff)	10.10	
Pro. Greeley	10.60	
Jury fee	4.00	
Atty	3.00	
Plff's Bill of costs	55.66	
Sat	.25	

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

Nov. 2, 1926. Statement of claim filed and copies certified to Sheriff.

Nov. 16, 1926. L. W. Benedict, Esq., appears for defts. (See paper filed-aff. of def)

Nov. 16, 1926. Affidavit of defense filed.

Writ returned: Served the within writ on the within defendants, Mary E. Wright and M. B. Ashley on Nov. 3, 1926, Mary E. Wright by handing her a true and attested copy of the within writ together with plaintiffs statement of claim, and making the contents thereof known to her. Served M. B. Ashley at his place of employment by handing to him a true and attested copy of the within writ, together with copy of plaintiffs statement of claim, and making the contents thereof known to him.

So answers C. A. Jones, Sheriff.

On Trial List for 1st Monday of Jan. 1927, No. 12

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

And now, March 7, 1927, Jury selected and sworn as follows: 1- Robert W. Gable, 2- Fayette Childs, 3- Mary Henry, 4- Ernest Post, 5- Floyd Van Winkle, 6- Mrs. Mabel Thompson, 7- W. L. Sherred, 8- Mayme Hendrick, 9- Mrs. E. L. Howell, 10- W. E. Sackett, 11- Elmer Reisinger, 12- W. A. Clemons: twelve good and lawful persons, who upon their solemn oaths which they have taken, say, March 8, 1927, they find for the plaintiff in the sum of Two Hundred Dollars. W. p. 274; A. p. 120.

March 10, 1927, Motion by plaintiff for a new trial filed, and rule to show cause granted. Per Curiam.

March 21, 1927. Plaintiffs bill of costs, $55.66 filed.

On Argument List for May Term, 1927, No. 9. May 23, 1927. Argued. W.

June 13, 1927. Rule for new trial is discharged. Per Curiam

(See opinion filed)

Sept 9 1927 Recd of Perry Eckels atty Fifty Seven and 29/100 Dollars as Costs

V. L. Greeley Pro

Sept 7 1927 Received satisfaction in full of above judgment debt, interest and costs

J. Perry Eckels

Atty for Plff.

Dickson Andrews 60	City of Meadville vs. Andre Bercione Owner or reputed owner. Issued Nov. 2, 1926 Tax & writ 2.75 Plff. on lien 1.25	Of No. 1 November Term, 1926 L. Doc Scire Facias sur Municipal Lien filed Nov. 5, 1921, and entered in City Lien Docket No. 8, page 194, Returnable within three months from date of issue Nov. 2, 1926 Affidavit of City Solicitor filed. Sci. Fa. returned: Service accepted by Deft and Rose Bercione Jan. 17, 1927. Jan. 25, 1927. The claim in this case Satisfied (See Sci. Fa.)

NOVEMBER TERM, 1926

Dickson Andrews
61

City of Meadville
vs.
Mary Beiter, owner
or reputed owner.
Issued Nov. 2, 1926.

	#	
Tax & writ		2.75
Plff. on lien		1.25
Pro. S. for Co.	1/8/35 pd	2.50
Atty	pd 11/5/32 O-C	3.00

Of No. 2 November Term, 1921 C. & D. Doc
Scire Facias sur Municipal Lien filed Nov. 5, 1921, and entered in City Lien Docket No. 8, page 195. Returnable within three months from date of issue.
Nov 2, 1926. Affidavit of City Solicitor filed.
Sci. Fa. returned. Service accepted by Deft Jan. 21, 1927.
Oct. 21, 1931, Upon motion of City Solicitor, judgment is entered in favor of plaintiff and against the defendant, for want of an affidavit of defense, and liquidated at the sum of One hundred and forty-one and 35/100 Dollars, with costs of suit. (See paper filed)

Debt # 341.35
Int. from Oct. 21, 1931
Judgment
V. L. Greeley, Prothy.

Be fp. 92.

Feby 28, 1934 The above judgment satisfied of record See paper filed

62

In the matter of the Selection of persons to be Jurors for the year 1927
Entered Nov 3, 1926.

Geo. Greeley 2.50

Order of Court.

And now to wit, November 3, 1926, it is ordered that when the President Judge and Jury Commissioners meet at the Court-house in the City of Meadville for 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 six hundred (600) sober, intelligent and judicious persons to serve as jurors in the several courts of said county, there to remain until duly drawn for service according to law.

Per Curiam.

Signed Thos. J. Grather
President Judge.

Dec. 4, 1926, Oath of Jury Commissioner and Sheriff taken and filed.

Jany 7 1927 Names of persons placed in the Jury Wheel for year 1927 filed.

NOVEMBER TERM, 1926

W. O. Morrow
63

Jessie Isabelle Smith
105
Homer A. Smith
Issued Nov. 4, 1926

Tax + writ	#2.00 1.00 pd	3.00
Skiff Jones,	pd	1.85
Skiff Jones, - alias,	pd	1.60
Skiff Jones - Proc.	pd	6.50
R F Joyce, Master	pd	25.00
Pro. B. for Co. 4-15-32	pd	1.10
atty		3.00

Subpoena in Divorce

And now, November 4, 1926, subpoena awarded as prayed for, returnable the first Monday of December, 1926.

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

Subpoena returned: Dec 6, 1926. The within named respondent is not found within my bailiwick.

So answers, Chas. H. Jones, Sheriff.

Dec 6, 1926. Alias subpoena in divorce issued, returnable first Monday of Feby next

Alias subpoena rtd. Feb. 7, 1927: The within respondent is not found in my bailiwick. So answers, Chas H. Jones, Sheff

March 4, 1927, Order issued for Sheriffs proclamation, returnable to first Monday of April next.

And now, April 4, 1927, I, Charles H. Jones, 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 Bochran-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, March 7, 1932, Ralph F. Joyce, Esq, is appointed Master to take testimony in this case, and report to the Court as provided by law. Per Curiam. (See paper filed) Comm. issued.

April 18, 1932 Testimony and report of Master filed.

On Argument List for May Term, 1932, No. 30.

* May 24, 1932, After due consideration a divorce is decreed as prayed for, and the respondent, Homer A. Smith, is hereby ordered to pay the costs of this proceeding.

Per Curiam.

Decree:- And now, to wit: May 24, A.D. 1932, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed, record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed, that the said Jessie Isabelle Smith be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Jessie Isabel Smith the libellant, that the said Homer A. 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

64	In the Matter of the General Election held on November 2, 1926 Entered Nov. 4, 1926 Pro. Greeley 150.25	Order of Court. And now, November 4, 1926, Myrtle Shafer, L. E. Williams, Frank B. Kunselman and Fred L. Riebort are appointed officers of this ~~court~~ counting court, to assist in tabulating, computing and certifying the votes cast at the general election held in the County of Crawford on the second day of November, 1926. Per Curiam. (Signed) Thos. J. Prather, P.J. (See paper filed) Same day, Oath of Assistants taken and filed. Nov. 5, 1926 Official computation table of vote of Crawford County filed. Nov. 11, 1926 Certified copies of returns transmitted to Secretary of Com. and Cert. of election issued to representative in assembly.

NOVEMBER TERM, 1926

Kincaid & Kincaid ✓
65

William Zahner
vs
Leona Zahner
Issued Nov. 6, 1926

Sax & writ (#2.00 pd Nov 6, 26 / 1.00 " 11-8-26)		3.00
Shff. Jones		1.85
Shff. Jones - alias		1.60
Shff. Jones - proc.		6.50
Master, Don F. Smith (Paid)		25.00
Pro Greely		10.10
atty		3.00

Subpoena in Divorce
And now, November 6, 1926, subpoena awarded, returnable to first Monday of December next.
(Signed) Thos. J. Brather P.J.
Subpoena returned: Dec. 6, 1926, the within named respondent is not found within my bailiwick.
So answers Chas. A. Jones, Shff.
Dec. 7, 1926. Alias subpoena in divorce issued, returnable first Monday of Feb. 1927
Alias Subpoena retd Feb. 7, 1927: The within named respondent is not found in my bailiwick. So answers Chas. A. Jones Shff
Feb. 8, 1927, Order issued for publication of proclamation in divorce, returnable to first Monday of April next.
And now, March 14, 1927, Don F. Smith, Esq., is appointed Master to take the testimony in the above entitled case and make report thereon according to law. (See paper filed) Com. issued. By Hon. Thos. J. Brather, P.J.
And now, April 4, 1927, I, Chas. A. Jones, Sheriff of Crawford County, do hereby certify and make return, That I have made proclamation in the above entitled case according to law, and caused the same to be published in the Scranton Times, a newspaper printed within my bailiwick, for four weeks successively prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached.
So answers Chas. A. Jones, Sheriff.
April 27, 1927, Testimony and report of Master filed.
On Argument List for May Term, 1927, No. 19.
Now, June 6, 1927, After due consideration, a divorce is decreed as prayed. Per Curiam

Decree. And now, to wit: June 6, A.D. 1927, 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 William Zahner be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him, the said William Zahner, the libellant, and the said Leona Zahner, 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.

April 26 1927 Rec'd of Pff by atty Twenty and 05/100 Dollars Shff + Poorly costs
V. L. Greely Pro

April 26 1927 Rec'd of Pro Greely Nine and 95/100 Dollars my costs (#9.95)
Chas A Jones
Sheriff
by V.L.J.

66 Leland J. and Stuart A. Culbertson	The Wilkinsburg Progress vs. Commeaut Lake Park Co. Entered Nov. 6, 1926. Jay & entry (pd by Atty) 1.50 Costs on Trans (pd by Dft) 8.20	Appeal by Defts. from Judgment of Jno. D. Roberts, Esq., Alderman

NOVEMBER TERM, 1926

67 Leland J. Stuart & Culbertson	Braddock Daily News Publishing Co. vs. Hotel Connemaut Entered Nov. 6, 1926. # Jas. Entry (Pd by Atty) 1.50 Costs on Trans. (Atty Pd) 8.20	Appeal by Deft. from Judgment of Jas. D. Roberts, Esq., Alderman.

NOVEMBER TERM, 1926

J. Perry Eckels v 68	The National Cash Register Company vs. Moses Marks Issued Nov. 6, 1926 # Tax & writ (Atty fee) 3.00 Shff. Jones (paid to Shff) 8.40 11-12-26 Pro Grieley paid 1.00	Replevin for one National Cash Register No. 2373771, Style 482-Oak; Returnable to first Monday of December 1926. Value, $150.00. Nov. 6, 1926. Affidavit of value filed. Nov. 6, 1926 Bond of plaintiff with United States Fidelity & Guaranty Company as surety, in the sum of $300.00, approved and filed. Nov. 12, 1926 Shffs return of service of Replevin filed And now November 12, 1926 the Prothonotary is authorized to enter a discontinuance of record in the above case, no property having been seized by the Sheriff and the case having been settled between the parties and all costs paid. J. Perry Eckels Atty for Plff.

NOVEMBER TERM, 1926

J. Perry Eckels
69

The Benzoil Co.
vs.
Sherman Stilley
Entered Nov. 8, 1926

Tax + entry (pd by Deft)	$ 1.50
Costs on Trans. (pd by Pft)	8.20
Pro. Greeley	2.50
Atty	3.00

Appeal by Deft from Judgment of Jas. D. Roberts, Esq. Alderman.
Jan. 20, 1927 Statement of claim filed
June 17, 1927. Plaintiffs Attorney makes affidavit of service of a copy of plaintiffs statement of claim upon deft. on June 15, 1927. (See back of statement.)
And now, July 12, 1927, On motion of plaintiffs attorney, judgment is entered in favor of plaintiff and against defendant, for want of an appearance and for want of an affidavit of defense.
Same day, Judgment liquidated at the sum of Two Hundred and 1/100 Dollars, with costs of suit. (See paper filed)

Debt	$200.01

Int. from July 12, 1927.
St. page 250.
Judgment.
V. L. Greeley, Prothy.

NOVEMBER TERM, 1926

Leland J. & Stuart A. Culbertson 70	Victor Jagiolk vs. Paul Janacek Entered Nov. 8, 1926 Tax Entry (pd by Dft) 1.50 Costs on Trans. (pd by Dft) 9.40	Appeal by Dft. from Judgment of A.L. Boynton, Esq., Alderman.

71

In re Election of a Member of Congress for Twenty-ninth District of Pennsylvania. Entered Nov. 9, 1926.

Pro. Speeley 10.00

Order of Court.

And now, November 8, 1926, Miss Margaret Compton, of Meadville, Pa., is appointed Return Judge for the County of Crawford, to meet with the Return Judge appointed for the County of Erie, at such time and place as required by law, to compute and certify the vote of the twenty-ninth congressional district of the Commonwealth of Pennsylvania for the office of Representative of said district in the House of Representatives of the Congress of the United States, at the election held on November 2, 1926 (See paper filed) Per Curiam.

Nov. 9, 1926. Meeting adjourned to 11th inst.

Nov. 11, 1926, Certified copy of vote and appointment of Return Judge, in Erie County, filed.

Nov. 11, 1926, Oath of Return Judges taken and filed.

Same day, Return of consolidated vote of district filed, certified copies issued to Secy of Com. and member-elect, and certificate of election issued.

72

In re Election of a Senator in the General Assembly for the Fiftieth Senatorial District
Entered Nov. 9, 1926

Pro. Greeley, 10,00

Order of Court.

And now, November 8, 1926 James A. Masson of Meadville, Pa., is appointed Return Judge for the County of Crawford, to meet with the Return Judge appointed for the County of Mercer, at such time and place as required by law, to compute and certify the vote of the fiftieth Senatorial District of the Commonwealth of Pennsylvania for the office of Senator in the General Assembly of Pennsylvania, at the election held on November 2, 1926 Per Curiam

(See paper filed)

Nov. 9, 1926 Certificate of vote and appointment of Return Judge in Mercer County filed.

Same day, Oath of Return Judges taken and filed, and return of consolidated vote of district filed. Certified copy of return issued to Secy of Com. and member-elect and certificate of election issued

In re Appointment of a Guardian for Louis Ochs, as a person of weak mind

Record continued from page 177 of No. 30 May Term, 1926

And now, May 9, 1927, Upon presentation of the foregoing petition and due consideration thereof, and upon motion of J. E. Bossard, Esq., attorney for the petitioner, it is hereby ordered and decreed, that Andrew Behr, be and is hereby released and forever discharged from all liability arising by virtue of his being the lawful guardian of the estate of Louis Ochs, a person of weak mind, and the United States Fidelity and Guaranty Company, as surety of the bond of said Andrew Behr, guardian as aforesaid, shall be and is hereby released, exonerated and forever discharged from all further liability arising by reason of its being surety on the bond of said Andrew Behr, Guardian of said Louis Ochs.

(See paper filed)

By the Court

J. Berry Eckels
X
Arthur L. Bates, dbe
for Rules of Garnishee
and Dependant.

W. L. Klingelhofer
vs.
John R. Kehn Company
Henry Belt
Allegheny College
Garnishee

Record Continued from page 182.
Of No. 35 May Term, 1926.

May 12, 1927. Petition of Garnishee by Joseph W. Miles, its Treasurer, presented in open Court, praying

First. That the attachment issued in this case may be dissolved and quashed.

Second. That the judgment entered by plaintiff against the defendant may be opened.

Third. That the interrogatories issued and purporting to have been served on said garnishee may be stricken off and set aside.

Fourth. For such further relief in the premises as to the Court shall seem meet.

And now, to wit, May 12, 1927 upon consideration of the foregoing affidavit and motion, rule to show cause granted why the prayers of the petition should not be granted, and the attachment on said garnishee dissolved or quashed. (Signed) Thos. J. Brather, P.J.
(See paper filed)

May 12, 1926. Plaintiffs answer to petition to strike off judgment, etc., filed.

And now, to wit, May 16, 1927. Upon petition of deft. presented in open Court, - Rule to show cause granted why judgment should not be opened and defendant let into a defense.
(See paper filed. (Signed) Thos. J. Brather, P.J.

On Argument List for May Term, 1927, No. 14

May 23, 1927. Continued for want of testimony.

June 9, 1927. Answer of plaintiff to rule to dissolve attachment and to strike off or open judgment, filed.

June 9, 1927. Answer of plaintiff to petition and motion on part of defendant to open judgment, filed.

Feby 28, 1928 Testimony of C. F. Ross et al in support of pending rules filed. (See Testimony files.)

Now, May 7, 1928, the rules to show cause heretofore granted in this case, are hereby made absolute; the writ of attachment is hereby dissolved and quashed, and the judgment entered against John R. Kehn Company, a corporation, deft. and Allegheny College, garnishee, are hereby vacated and stricken off. Per Curiam. (See opinion filed)

May 9, 1928, Exceptions by plaintiff to opinion and decree, and bill sealed.

Boland & Boland

Petition for Guardian of George Mellon

Record continued from page 346 Of No. 90 Sept. Term, 1926.

Now, Aug. 1, 1927, upon presentation and due consideration of the within petition, it is ordered that the Guardian is authorized to expend $300.00, out of the estate of George Mellon for the purposes set forth in this petition (See petion filed) By the Court.

Sept 29, 1928, Account of Bertha Mellon, Guardian of George Mellon, filed, and notice issued for publication in Meadville Tribune-Republican that the account will be presented to Court for final confirmation on the fourth Monday of October next at 10 o'clock A.M.

Oct. 11, 1928. Proof of publication of notice of filing account filed.

And now, Oct 29, 1928. The first and partial account of Bertha Mellon, Guardian of the estate of George Mellon, a person of weak mind, is hereby confirmed. Per Curiam.

(See paper filed)

Oct. 1, 1931. Petition of George Mellon ward, presented in open Court, praying the Court to find that he has regained his ability to care for his property and to discharge the said guardian of his estate.

Order of Court: Now, October 1, 1931, upon presentation of the above petition, it is ordered and declared that a hearing shall be held on the within petition, before this Court, on the 17th day of October, 1931, at 10 o'clock A.M., of which hearing ten days' notice shall be given to the said Bertha Mellon, Arthur Mellon, and Mrs. Bessie M. Steadman. Per Curiam. (See petition filed)

Oct 19 1931 Second and Final Account of Bertha Mellon Guardian filed showing balance due Estate $9,143.54 and notice issued to Conneaut-Lake Breeze that account will be finally confirmed on Second Monday of November next Unless exceptions are filed in the meantime

Oct. 17, 1931. Proof of notice of hearing upon petition of Oct. 1, 1931, filed.

Oct. 29, 1931. Order of Court sur petition of Oct. 1, 1931, filed, to wit

And now, October 17th, 1931, upon due and proper hearing and testimony of Dr. A. L. Brush and others, the said George Mellon is found and adjudged able to care for and control his property and estate, and the guardian Bertha Mellon is herewith authorized and directed to account to the said George Mellon for the estate and income coming into her hands as guardian, and to turn over to him upon proper receipt therefor, all and any monies, property and estate now held by her as guardian aforesaid.

(See paper filed.) Per Curiam.

Nov 10 1931 Proof of Publication filed.

Nov. 23, 1931 Account is confirmed absolutely. Per Curiam

(See account)

Feb. 8, 1932. Petition for discharge of Guardian filed.

Now, Feb. 8, 1932, upon presentation of the within petition and after consideration thereof, the prayer of petitioner is granted and said Guardian is discharged and her bondsmen fully exonerated. Per Curiam

(See petition filed)

John Mc. Sorley,
Petitioner
vs.
James Mc. Grire
et al.

Record continued from Page 370.

defendants have been in possession of the real estate for twenty-one (21) years and upwards last past. The rule heretofore granted in this case is made absolute and judgment is granted in favor of said John Mc. Sorley, plaintiff, against James Mc. Grire, Ariana S. Riddle, Benjamin F. Schenck, Guardian of Ariana S. Riddle, H. P. Burns, and Howard Conover, R. C. Jackson, and O. H. Rodebush, commissioners of Crawford County, defendants, which judgment shall be final and conclusive between the parties, their heirs and assigns; and thereafter no action of ejectment shall be brought by such person or persons claiming or having an apparent interest in or title to said real estate, but not having been in possession thereof, as aforesaid, or any person claiming by, from, or under such person or persons.

Provided, however, that nothing therein contained shall in any wise prejudice the right of A. C. Hudelson and Mae F. Rankin as to the following described real estate: On the north and westerly side by the right of way of the Vandalia, Cornell Lake & Evansville Railroad Company; on the east by a public highway, formerly land of Ellis Terrell; and on the South by land formerly of Charles Shellito, containing Four (4) acres more or less, and being triangular in shape, and being about 400 feet in length on the South line; about 320 feet on the east line; and about 665 feet on the Northwest side along the railroad right of way, containing four (4) acres more or less. Also that other piece of land situate in the Township, County and State aforesaid, bounded and described as follows:

Beginning at the northeast corner on the big ditch; thence westerly along the big ditch to the north line of M. & L. R. R.; thence easterly along M. & L. R. R. Twenty (20) feet to tract line; thence east along tract line Fifteen Hundred and Sixty (1560) feet to the southeast corner of the piece; thence north 2°20 east Three Hundred and Fifty-one (351) feet to the place of beginning containing Eight and Five One Hundredths (8.05) Acres of land, and action of ejectment between the said plaintiff and said A. C. Hudelson and Mae F. Rankin being pending in this Court. Be Curiam

Thos. J. Prather, P.J.

Mc. 147 R147 Sc Bu
Co 302 J43 R126

Judgment
V. D. Spurlock, P.S.

TERM, 1926

J. A. and F. C. Boland × Thomas and Thomas	D. K. Perdue vs. Alexander Stewart	Record continued from page 387, Of No. 13 Nov. Term, 1926. Nov. 21, 1927. Petition of defendant for discharge from arrest presented in open Court and filed. And now, Nov. 21, 1927, upon consideration of the foregoing, and it appearing to said Court that the above defendant has been imprisoned for more than sixty days, it is ordered and decreed that he be and hereby is discharged from said arrest. Per Curiam. (See petition filed)

Leland J. Culbertson
Stuart A. Culbertson
X

Mildred G. McCabe
vs.
Floyd R. McCabe

Record continued from page 251, of No. 104 May Term, 1926.

And now, January 11, 1928, In accordance with the rule entered on the Prothonotary to assess the damages in the above case, and upon the evidence and affidavit of plaintiff as well as upon an exemplification of record of the judgment of the Circuit Court of Cook County, Illinois in the case of Floyd R. McCabe vs. Mildred G. McCabe, June term, 1917, No. B 31619, exhibited and filed by said plaintiff, Mildred G. McCabe; and it appearing that the unpaid installments under said order amount to $2515.00, with interest from the date of the default of each payment. The plaintiffs damages are therefore assessed at Twenty-five Hundred and fifteen Dollars ($2,515.00). (No computation of interest was submitted on part of Plff.)

Debt	$2515.00

Int. from Mc p. 111. Judgment.

V. L. Greeley Prothy.

Feb. 6, 1928. Sci. Fa. against Garnishees to No. 126 Feb. Term, 1928

Credit, April 3, 1928, by Judgt. vs. Garnishees	$450.00
Less costs stat.	37.35
Net credit	$412.65

Benjamin Anderson
vs.
Emma Anderson

Record Continued from page 124, of No. 124 Feb. Term, 1926

And now, April 2, 1928, On motion in open Court, it is ordered that libellant pay to Thomas & Thomas, attorneys for respondent, the additional sum of $50.00, for counsel fees. Per Curiam (See paper filed.)

Decree: And now, to wit, the tenth day of April, 1928, the Master's report in the above case having been duly approved, final rule granted, and proof of notice of final rule submitted, on motion of E W. Benedict, Esq., attorney for the libellant, the Court, by virtue of the authority vested in it by law, makes the said rule absolute, and decrees that the said Benjamin Anderson, libellant and Emma Anderson, respondent, be, and they are hereby divorced from the bonds of matrimony, and all the duties, rights and claims accruing to either of the said parties at any time heretofore, in pursuance of said marriage shall henceforth cease and determine, and the said parties shall severally be at liberty to marry again in like manner as if they had never been married.

Per Curiam.
O. Clare Kent
President Judge

Attest:
V. L. Greeley, Prothonotary.
(See paper filed.)

Leland J. Culbertson for Guardian

In re Estate of Walter S. Post, a person of weak mind. Frank E. Bellen Guardian.

Record Continued from page 283 of No. 27 Sept. Term, 1926

July 2, 1928, Return of sale of real estate filed in open court. The Guardian reports that he sold the first parcel advertised to Frank J. Goodwill for the price or sum of Two hundred Eighty Dollars ($280), and that he sold the second parcel described, to said Frank J. Goodwill for the price or sum of One hundred Dollars ($100)

Order: And now, to wit, this second day of July, 1928, the return of Frank E. Bellen, Guardian of the estate of Walter S. Post, a person of weak mind, to the order of sale heretofore made, having been presented in open court, setting forth that the real estate in said order mentioned has been sold to Frank J. Goodwill for the price or sum of Two hundred eighty Dollars ($280) for the first parcel herein described, and One Hundred Dollars ($100.00) for the second parcel, as in the said return is more fully set forth, - it is ordered, adjudged and decreed that the sale so made as aforesaid shall be confirmed, and it is further ordered, adjudged and decreed that the said Guardian enter into bond, with sufficient surety to be approved by the court, in the sum of Seven hundred sixty Dollars ($760.00), conditioned for the faithful distribution of the said purchase money, and that thereupon the said property shall be and remain to the purchaser, Frank J. Goodwill, as aforesaid, his heirs and assigns respectively free and discharged from the debts of the said Walter S. Post, and the said Guardian, Frank E. Bellen upon receipt of the purchase money shall execute and deliver to the said Frank J. Goodwill, a deed in fee simple for the said premises. Confirmed nisi, to be finally confirmed in ten days, unless exceptions are filed in the meantime. (See paper filed) (For descriptions, see paper filed) Per Curiam.

July 14, 1928, Bond of Frank E. Bellen, Guardian, on sale of real estate, with Frank J. Goodwill and R. B. Maynard, as sureties, in the sum of $760.00, approved by Hon. O. Clare Kent, P. J. and filed.

July 31, 1928 Final account of Frank E. Bellen Guardian filed showing balance due estate Ten and 03/100 Dollars and notice issued to Titusville Herald that said account will be finally confirmed on third Monday of August unless exceptions are filed in the Meantime

Thomas F Kiebort

X

Herring Brothers, Inc.,

vs.

Nash Smith

Record continued from page 385 of No. 10 November Term, 1926

Order of Court:

Now, February 18, 1929 defendants Rule to show cause why judgment should not be entered in his favor non obstante veredicto is made absolute, and judgment is hereby entered in favor of the defendant and against the plaintiff, with costs of suit. Defendants motion and rule to show cause why a new trial should not be granted, is hereby discharged.

Per Curiam.

(See opinion of Court filed)

Corp. B. 43 Judgment N.O.V.

V. L. Greeley, Prothy.

March 18, 1929, Certiorari on appeal by plaintiff to Supreme Court filed, returnable to third Monday of May, 1929. Being numbered 235 January Term, 1929, in said Court.

March 29, 1929. Bond of Hartford Accident and Indemnity Co. upon appeal by Plff. to Supreme Court, in the penal sum of $500.00, filed.

May 9, 1929. Certificate of discontinuance of Appeal, by Prothy of Supreme Court, filed.

Thomas & Thomas vs. Thomas & Kiebort	J. H. Falkinburg vs. Township of Venango	Record continued from page 429 of No. 55 November Term, 1926. March 25, 1929, Certiorari on appeal by deft. to Supreme Court filed, being numbered in said Court 212 January term, 1929, and returnable to third Monday of May, 1929. July 15, 1929, Record returned and remittitur filed. "The judgment is reversed and a new trial is granted." (See Remittitur & Copy of opinion filed.) April 14, 1930, Deft's Bill of costs amounting to $174.27 filed.

J. A. Hain, doing business as Penn Electric Company
vs.
J. D. Stearns

Now, September 3, 1929, new trial should not be granted, entered March 11, 1929, is hereby discharged and a new trial refused.
(See opinion of Court filed)
And now, July 29, 1931, upon praecipe of J. A. Bolard Attorney for defendant judgment is entered against the plaintiff and in favor of defendant, for costs.
(See paper filed)
Fa. F. 80 Dec. T. 43. Judgment
V. L. Greeley, Prothy.

Fi. Fa. to No. 86 September Term, 1931

And now July 29, 1931, at 10 o'clock A. M. J. Berry Esq. Atty for plaintiff having on the 27th inst. accepted service of notice to tax costs on this day and hour, and no exceptions to same having been filed, the defendants Bill of costs filed on Mar. 29, 1929, is hereby taxed as filed, to wit at the sum of $76.20
V. L. Greeley, Prothy.

Record continued from page 239 Of No. 92 May Term, 1926

May 28, 1929. Counsel report same to be submitted on briefs.
Sept. 3, 1929. Charge of the Court filed.
Per Curiam,

In re Petition for appointment of a Guardian for John Hazen, of Randolph Twp.

Record continued from page 335, of No. 79 Sept. Term, 1926

the said John Hazen in the Township of Randolph, County of Crawford and State of Pennsylvania, bounded and described as follows, to wit: "On the north by land now or formerly of Mrs M. E. Jenney; on the east by a public road; on the south by land now or formerly of Sam Browder; and on the west by land now or formerly of Sam Browder and Jacquard, containing sixty-five acres of land be the same more or less, together with a farm-house, barn and other out-buildings erected thereon." The sale to take place on the premises

Notice of said sale to be given by advertisement published once a week for three successive weeks in the Meadville Tribune-Republican, and to be made returnable on the first Monday of January next.

(See petition filed) Per Curiam.

Jan. 5, 1931 Return of sale of real estate by Guardian filed setting forth that same was sold at public sale on Nov 25 1930, to Walter Brawley for $2000.00.

Order: And now, January 5, 1931, the foregoing return is hereby confirmed nisi, to be finally confirmed in ten days, if now exceptions are filed in the meantime, and upon final confirmation thereof, and the filing of a bond by said guardian, with good and sufficient securities to be approved by this Court, in the sum of Three thousand dollars, the said Guardian, First National Bank, is directed to make execute and deliver to the purchaser or to such persons as may be by him designated, a deed conveying the said described premises situate in the township of Randolph, "bounded on the north by land now or formerly of Mrs. M. E. Jenney; on the east by a public road; on the south by land now or formerly of Sam Browder; and on the west by land now or formerly of Sam Browder and Jacquard, containing sixty-five (65) acres, more or less, together with a farm house, barn and other outbuildings erected thereon" Per Curiam (See Return)

Feb 17 1931 Final account of First National Bank of Meadville filed shows balance due estate ($1480.85) and notice issued to Tribune Pub Co that account will be finally confirmed on second Monday of March next unless exceptions are filed in the Meantime

Feb 28 1931 Proof of Publication filed.

May 4, 1930, Petition of Guardian for discharge, presented in open Court & filed, having attached thereto a final statement of account, proof of publication of notice of application and Receipt of the Executor of John Hazen for the balance in Guardians hands, to-wit $1870.85.

Order of Court: And now, May 4, 1931, it appearing to the Court, that the First National Bank of Meadville, Pa., Guardian of John Hazen, an alleged weak minded person, has filed their final account, and the said final account has been finally confirmed and no exceptions have been filed thereto, and that all moneys in the hands of the said First National Bank have been turned over to the person entitled thereto, the Crawford County Trust Company, Executor of the estate of John Hazen, late of Randolph Township, deceased, all moneys and property that have come into their hands as Guardian, and further that notice of the intention of the First National Bank, Guardian, to apply for their discharge has been duly made in accordance with law, it is hereby ordered by the Court that the said First National Bank, Guardian of John Hazen, an alleged weak minded person, is forever discharged from all present and future liability as Guardian aforesaid. Per Curiam

(See paper filed)

X

Mary Spaulding
vs.
Ralph D. Spaulding

Record continued from page 413, of No. 39 November Term, 1926

Jan. 21, 1931. Petition of libellant for an attachment for non-payment of alimony, presented in open Court and filed.

And now, January 21, 1931, upon presentation of the foregoing petition and after due consideration thereof, it appearing to the Court that the said Ralph D. Spaulding has not complied with the order of this Court made April 25, 1927, it is hereby ordered that an attachment be issued, directed to the Sheriff of Crawford County, Pa., directing and commanding him to take into custody, and forthwith bring the body of the said Ralph D. Spaulding before the Honorable Court, there to be dealt with according to law; and it is further ordered that a rule to show cause why he the said Ralph D. Spaulding, should not be adjudged in contempt of Court, by reason of his non-compliance with the said order of this Court entered herein on the 25th day of April, 1927, is hereby granted; Returnable to first Monday of March next.

Per Curiam.
(Signed) O. Clare Kent,
President Judge.

(See paper filed)

Jan. 21, 1931. Attachment issued and certified copy of order and rule made.

Feb. 3, 1931. Answer of Ralph D. Spaulding to attachment issued in above case, and motion for the Court to fix bail for a hearing - filed in open Court, and order made, to-wit:

Now, to wit Feb. 3, 1931, upon presentation of the above and foregoing answer and upon motion of C. Victor Johnson, counsel for Ralph D. Spaulding, and after due consideration thereof, the Court fixes the bail for the appearance of said defendant before the Court on the return day, at the sum of Three Hundred ($300.00) Dollars.

Per Curiam.

(See paper filed)

Feb. 4, 1931, Recognizance of Deft. and Frank W. Spaulding and J. I. Graham in the sum of $300.00, taken, approved & filed. Said recognizance being for the appearance and answer of deft. on 4th Monday of May, 1931, at 10 o'clock A. M., or such other time as the Court may require.

* Feb. 3, 1931. Proof of service of copy of order and attachment upon respondent filed.

And now, April 20, 1931, the hearing upon the attachment and Rule of Jan. 21, 1931, is fixed for 10 o'clock A.M. on 5th day of May, 1931.

Per Curiam.

(See paper filed)

223

X

In re Estate of Anna B. Mong who had been adjudged to be a person of weak mind.

Record continued from page 223. Of No. 76 May Term, 1926

Sept. 16, 1931 Final account of Paul E. Thomas, Guardian of Anna B. Mong, filed. Notice issued for publication in the Meadville Tribune-Republican that said account will be confirmed finally on the first Monday of October next, at 10 o'clock A.M. if no exceptions.

Sept. 29, 1931 Proof of publication of notice of account filed.

Nov. 2, 1931 Petition of Guardian for discharge, etc. filed

And now, Nov. 2, 1931, upon consideration of the foregoing, it is ordered and decreed, that Paul E. Thomas, guardian of Anna B. Mong, be and is hereby finally discharged as such guardian; and it is further ordered and decreed that the United States Fidelity and Guaranty Company, surety be and is hereby released from any further liability upon said Guardian's bond, and the Prothonotary is ordered and directed to enter an exoneretur upon said bond

(See paper filed)

Per Curiam

J. E. Bossard

In the Matter of the Incorporation of the Ida M. Cribbs Methodist Home

Record continued from page 12, of No. 12 February Term, 1926.

Decree sur Application for the Amendment of charter concluded:—

→ not injurious to the community, and does not conflict with the requirements of the Act of General Assembly of May 5th, 1933, P.L. 289, Article seven (7), relating to non profit corporations, and it further appearing that petitioner has complied with all the requirements of the Act of Assembly above referred to, and there being no objection or protest made to the granting of said application; it is therefore ordered and decreed that the articles of amendment are approved, and that, upon the recording of the articles and the order, the amendment specified in the petition shall be a part of the charter of the said corporation.

Per Curiam.

(Sgd) O. Clare Kent, P. J.

December 6, 1947, Application for Articles of Amendment of Certificate of Incorporation filed.

December 9, 1947, Proofs of Publication and Decree of Amendment, filed.

Decree:- And Now, this 9th day of December, 1947, upon presentation of the foregoing application for the Amendment of the Charter of the Ida M. Cribbs Methodist Home, A Corporation, in open Court by John H. Bozic, Attorney, and upon due consideration thereof, the Court being of the opinion that the proposed Amendment is lawful, and will be beneficial and not injurious to the Community and does not conflict with the requirements of the Act of the General Assembly of May 5, 1933, P.L. 289, Article 7, relating to non-profit Corporations, and it further appearing that the Petitioner has complied with all the requirements of the Act of Assembly above referred to, and there being no objection or protest made to the granting of said application it is hereby ordered, adjudged and decreed that the Articles of Amendment are approved, and that, upon the recording of the Articles and this Order, the Amendments specified in the Petition shall be a part of the Charter of the said Corporation. Per Curiam,

O. Clare Kent P. J.

of Amendment are approved, and that, upon the recording of the Articles and this Order, the Amendments specified in the Petition shall be a part of the Charter of the said Corporation.

Per Curiam,

Herbert A. Mook

P. J.

473

Continued on Page

August 12, 1952, Application for Articles of Amendment of Certificate of Incorporation, filed.

August 25th, 1952, Decree filed:- And Now, this 25th day of August, 1952, upon presentation of the foregoing application for the Amendment of the Charter of the Ida M. Cribbs Methodist Home, a Corporation, in open Court, by John H. Bozic, Attorney, and upon due consideration thereof, the Court being of the opinion that the proposed Amendment is lawful, and will be beneficial and not injurious to the Community and does not conflict with the requirements of the Act of the General Assembly above referred to, and there being no objection or protest made to the granting of said application; it is hereby ordered, adjudged and decreed that the Articles

Continued on Margin

Leland J. Culbertson
Stuart A. Culbertson
vs
Thomas Kiebert
Paul E. Thomas

Lillian G. Kothe
vs
Charles A. Kothe

Record continued from page 265, Of No. 9 September Term 1926

Petition and Order:— Now, February 8, 1937, upon consideration of the foregoing, a rule is hereby granted upon the Libellant to show cause why the order for alimony pendente lite heretofore made should not be annulled and vacated, and it is further ordered that a copy of the petition and this order shall be served upon the Libellant or her counsel of record within ten (10) days hereof. Returnable to first Monday of March next.

Per Curiam.

Service of copy of above petition and order accepted by plaintiff's attorney.

(See paper filed.)

March 1 1937 Answer of Libellant Lillian G. Kothe filed and service of copy accepted by Paul E. Thomas atty for Respondent

And now, May 11, 1937, the libellant by her attorney enters a rule for a commission to be issued to Grace M. Roth, a Notary Public of the City of Seattle, State of Washington, to take the testimony of Lillian G. Kothe, on Interrogatories filed, to be read in evidence on behalf of libellant, on the trial.

May 11, 1937. Interrogatories filed. Service of copy accepted by attorney for respondent.

May 17, 1937. Cross-interrogatories filed. Service accepted by Pepps. Atty.

On Argument List for May term, 1937, No. 8 Cont'd.

On Argument List for Sept Term, 1937, No. 22 Sept 28, 1937 Argued.

Sept. 27, 1937. Petition and Order filed: And now, Sept. 27, 1937, upon consideration of the within petition, a rule to show cause why Chas. A. Kothe should not be brought before this Court for further hearing is granted. Returnable to the first Monday of November, 1937 at 9:30 o'clock A.M.

Per Curiam.

Now, January 3, 1938, the order of Jan. 31, 1927, wherein "it is ordered, adjudged and decreed that Charles A. Kothe shall pay to his wife, Lillian G. Kothe, the sum of $100.00 per month for the support of the said wife and his daughter, Ella Kothe, is hereby vacated and set aside.

Per Curiam.

(See opinion filed)

J. E. Bossard Paul E. Thomas	Lewis A. Jones vs Elizabeth Jones	Record Continued from page 432, of No. 58 November Term, 1926

Feby 22, 1937 After hearing, Rule to show Cause is made absolute, and Counsel Fees for Respondents Counsel is hereby fixed at $50.00

Per Curiam

(Sgd) O. Clare Kent, P.J.

And now April 5, 1937, upon presentation of the within motion Gerald D. Prather, Esq. is hereby appointed Master in divorce in the above entitled case.

Per Curiam.

May 14, 1937, Testimony and Report of Master filed.

On Argt. List for May 31, 1937, No 32.

Now May 26" 1937 after due Consideration a divorce is decreed as prayed for.

per Curiam

O Clare Kent P.J.

Decree- And now to wit May 26" AD 1937 this Cause Came on to be heard on Libel Subpoena Subsequent proceedings and evidence therein duly taken and filed of record and it appearing to the Court that the Causes set forth in said libel are true it is by the Court ordered adjudged and decreed.

That the said Lewis A. Jones be divorced and forever seperated from the nuptiale ties and bonds of matrimony heretofore Contracted between him the said Lewis A. Jones the libellant and the said Elizabeth Jones the respondent and that thereupon all and every the duties rights and Claims accruing to either the said libellant or the said respondent at any time heretofore in pursuance of said Marriage shall Cease and determine.

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

Per Curiam.

X

In re Estate of Ernestine Busse, an alleged lunatic.

Record Continued from page 308 of No. 52 September Term, 1926.

Sept. 30, 1941, Fifth and Partial Account of Eugene Alward, Guardian, filed showing balance due estate of $346.35. Same day advertisement of Notice of Filing Account sent to Tribune Republican, Meadville, Pa., stating that account will be confirmed nisi on the fourth Monday of October next, and if no exceptions are filed within ten days of nisi confirmation, said account will be confirmed absolutely.

Oct. 17, 1941, Proof of publication filed.

And now, Nov. 6, 1941, no exceptions having been filed to the above account, said account is hereby confirmed absolutely.

Paul D. Slayton, Prothonotary.

Account recorded in Account Docket No. 5 at page 198,

February 1, 1943 Petition for Leave To Sell Real Estate filed.

Order:— And now, February 1, 1943 upon presentation of the foregoing petition, and on motion of Stuart A. Culbertson, attorney for petitioner, the Court being of the opinion that the proposed sale would be to the interest and advantage of the said Ernestine Busse and can be made without prejudice to any trust, charity or purpose for which the real estate is held and without violation of any law which may confer an immunity or exemption from sale or alienation, the prayer of the petitioner is hereby granted, and the said Eugene Alward, guardian, is hereby authorized and directed to sell at public sale, the following described real estate, situate in Cussewago Township, Crawford County, Pennsylvania, bounded and described as follows to wit: "On the north by a public road; on the east by land formerly of William Nash, later of John Laughlin; on the south by land formerly of Peter Wickham, later W. W. Wykoff; and on the west by land formerly of Mary Mc Creamer, later Patrick Mc Creamer, containing 100 acres and allowance, and having erected thereon a large frame dwelling house, barn and other buildings," the said Committee or Guardian to give public notice of said sale by advertisement once a week for three weeks in the Meadville Tribune Republican, a newspaper published in Crawford County, Pennsylvania, and the posting of handbills as required by the Act of Assembly and rules of Court. The terms of said sale to be one third upon the bidding off of the property and the balance upon confirmation by the Court. Returnable to the first Monday of March 1943.

Per Curiam

O. Clare Kent, P. J.

Continued on next page

March 1, 1943, Return of sale of real estate by Guardian, filed in open Court, with proof of publication of notice of sale attached, said Return being as follows, to wit:-

No 52 September TERM, 1926, Continued

Return of Sale:

To the Honorable O Clare Kent, Judge of said Court:

The Petition of Eugene Alward respectfully represents:

That in pursuance of the order of sale heretofore made, he did, after due public notice according to the Act of Assembly and Rules of Court, expose the real estate described in said order and the handbill hereto annexed, to public sale on the premises in Conneaut Township, Crawford County, Penna, on February 24, 1943, at 10 o'clock A.M., and then and there sold the same to Mary Busse, for the price or sum of Twenty-five hundred ($2500.00) Dollars, she being respectively the highest bidder and this price being the highest and best price bid for said premises.

Your petitioner further attaches hereto the proof of publication showing due legal advertisement having been made of the proposed sale in the Tribune Republican, Meadville, Pa.

He further attaches to the within petition a copy of the handbill advertising the said sale of real estate, and an affidavit of your petitioner to the effect that at least ten handbills wer posted on said premises and in the most conspicuous places in and about the County.

He further prays your Honorable Court to confirm the sale so made by him as guardian aforesaid, and he will ever pray, etc.

(affidavit appended.) Eugene Alward, Gdn. (Seal)

And now, March 4, 1943, upon consideration of the foregoing petition and return and the affidavits thereto annexed, the said sale made to Mary Busse is confirmed nisi, this confirmation to be confirmed absolutely ten days from date hereof unless exceptions be filed thereto in the meantime.

Eugene Alward, upon final confirmation and receipt of the purchase price, is ordered and decreed to execute and deliver to Mary Busse, her heirs and assigns, a deed in fee simple for the said premises, security being first entered by the said Eugene Alward, guardian in the sum of $5000.00

(See Return of Sale filed.) Per Curiam.

John H. Bozic

In The Matter of the Incorporation of the Ida M. Cubbs Methodist Home.

Record Continued from Page 468 of No 12 February Term 1926.

July 15, 1955 Application For articles of Amendment of Certificate of Incorporation filed.

Certified copy of the Resolution Authorizing the Proposed Amendment filed.

Availability of New Corporate Name, The Methodist Home For The Aged, Of The Erie Conference filed.

September 6, 1955 Proof of Publication and Decree filed.

And Now this 6th day of September 1955, upon presentation of the foregoing application for the amendment of the Charter of the Ida M. Cubbs Methodist Home, a Corporation, in open Court by John H. Bozic, Attorney, and upon due consideration thereof, the Court being of the opinion that the proposed Amendment is lawful and will be beneficial and not injurious to the Community and does not conflict with the requirements of the Act of the General Assembly of May 5 1933, P.L. 289 Article 7, as amended, relating to Non-Profit Corporations, and it further appearing that the Petitioner has complied with all the requirements of the Act of Assembly above referred to, and there being no objection or protest made to the granting of said application; it is hereby ordered, adjudged and decreed that the Articles of Amendment are approved, and that upon the recording of the Articles and this Order the Amendment Specified in the Petition shall be a part of the Charter of the said Corporation, and that said Corporation shall hereafter be known as The Methodist Home for the Aged of The Erie Conference

Per Curiam,

Herbert A. Hoak, P.J.

June 25, 1956 application for Articles of Amendment filed. Exhibit "A" attached.

July 2, 1956 Proof of Publication and Order filed.

And Now, this 2nd day of July 1956 upon presentation of the foregoing application for the Amendment of the Charter of the Methodist Home for the aged of the Erie Conference (formerly the Ida M. Cubbs Methodist Home) a Corporation, in open Court by John H. Bozic attorney, and upon due consideration thereof, the Court being of the opinion that the proposed amendment is lawful and will be beneficial and not injurious to the Community and does not conflict with the requirements of the act of the General Assembly on May 5, 1933 P.L. 289, Article 7 as amended relating to non-profit corporations and it further appearing that the Petitioner has complied with all

Continued Next Page (474)

Continued from Page 473 Of No 12 February 1926.

the requirements of the Act of Assembly above referred to and there being no objection or protest made to the granting of said application, It Is Hereby Ordered, Adjudged and Decreed that the Articles of Amendment are approved and that upon the recording of the Articles and this Order the Amendment specified in the petition shall be a part of the Charter of the said of the said Corporation.

Per Curiam

Herbert A. Mook. P.J.

July 23 1963 Application for Articles of Amendment of Certificate of Incorporation filed. Exhibits "A & B." attached, Proofs of Publication Availability of Corporate Name and Decree filed.

Decree: And Now, this 1st day of August 1963, upon presentation of the foregoing application for the amendment of the Charter of the Methodist Home for the Aged of the Erie Conference a corporation, formerly The Ida M. Cribbs Methodist Home, in open Court by John F. Boyle, attorney, and upon due consideration thereof, the Court being of the opinion that the proposed amendment is lawful and will be beneficial and not injurious to the community and does not conflict with the requirements of the Act of the General Assembly of May 5, 1933, P.L. 289, Article 7, as amended, relating to Non-Profit Corporations and it further appearing that the Petitioner has complied with all the requirements of the Act of Assembly above referred to and there being no objection or protest made to the granting of said application; it is Hereby Ordered, Adjudged and Decreed that the Articles of Amendment are approved and that upon the recording of the Articles and this Order, the Amendment specified in the Petition shall be a part of the Charter of the said corporation and that said corporation shall hereafter be known as "The Methodist Home for the Aged at Meadville Pa

Per Curiam

Herbert A. Mook

P.J

Report of Amendment mailed to Secretary of the Commonwealth, Harrisburg, Pa.

_____TERM, 1926

Crawford County

Pages

481

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576

Missing

TERM, 1926

No. 8 September TERM, 1926

X

Petition of Anna L. Daniels, for the Appointment of a Guardian of Robert E. Daniels, aged 43, of Sadsbury Twp., as an insane person. Entered May 19, 1926

Record Continued from Page 264 Of No. 8 September Term, 1926

November 24, 1947, Petition for Order of Payment for Care and Maintenance filed.

Order:— And no. November 10, 1947, upon presentation of the within petition and due consideration of the same, the prayer of the petitioner is granted and Leland J. Culbertson, guardian of Robert E. Daniels, is directed to pay the sum of $752.99, balance of funds of his lands to the Commonwealth of Pennsylvania in payment of their claim for care and maintenance of the said Robert E. Daniels, upon the Commonwealth of Pennsylvania tending the said Leland J. Culbertson a good and sufficient receipt and release therefor. And for so doing this order shall be proper warrant and authority to the said Leland J. Culbertson to make such payment.

Per Curiam,

O. Clare Kent, P.J.

Petition of J. D. Wilson et al for Satisfaction of an old mortgage.

Record continued from page 338 of No. 82 Sept. Term, 1926

and described as follows:

"Another piece containing 2 acres and sixty-four perches or thereabouts adjacent to the former and particularly described in the plat or draft annexed to article of agreement between James M. and George Holmes and said Apple, dated June 15, 1849 proven and filed in the Orphans Court of said county in No. 26 of April Term, 1853, and in a deed of even date herewith from said second party and wife to said first party" - being the third described piece of land in said mortgage; 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 this decree to be filed by the said Recorder of record. Which satisfaction so entered shall forever thereafter defeat, release and discharge said mortgage in so far only as it binds the land described in this decree, and shall likewise bar all actions brought or to be brought thereon as fully and effectually to all intents and purposes as if satisfaction had been entered by the legal holder or holders of the said mortgage. Per Curiam.

(See praecipe filed)

Sept. 13, 1926 Certified copy of decree issued.

J. A. Northam

X

Petition of Alice Davison for appointment of a Guardian for B. ~~H~~ G. Hawthorne her brother aged 60 years, a resident of the City of Titusville

Record continued from page 58, of No. 58 February Term, 1926.

Aug. 6, 1926 Appraisement of property of Bishop G. Hawthorne, respondent, by A. R. Conover and Paul B. Kerr, Appraisers, amounting to $905.82, filed.

Feby 26 1927 Final account of Robt A. Kerr Guardian filed, showing balance due Estate 704.57, and notice issued to Tribune Republican that account will be finally confirmed on Third Monday of March next unless exceptions are filed in the meantime

And now, March 21, 1927, the Guardian of B. G. Hawthorne having filed his final account upon the 26th day of February, 1927, and notice thereof was duly advertised by the Prothonotary, as required by the rules of Court and shown by proof of publication hereto attached; and it appearing to the Court that a copy of said account was filed in the office of the Attorney-General of the Commonwealth of Pennsylvania, as shown by letter acknowledging same hereto attached, and no exceptions having been filed to said account, it is hereby ordered and decreed that the same be confirmed absolutely. Per Curiam. (See paper filed)

For petition of Guardian:

And now, May 16, 1927, upon presentation of the within petition in open Court, and upon consideration of same, it appearing to the Court that the final account of said Guardian has been finally confirmed; that the balance due said estate has been paid to the duly appointed administrator of same, and that the Commonwealth of Pennsylvania has received payment in full of all moneys due it from said estate and consents to the discharge of said Guardian, - it is hereby ordered and decreed that said Robert A. Kerr be released and discharged from all liability and responsibility as Guardian aforesaid, and that any exoneretur be marked upon his bond.

By the Court.

(See paper filed)

Final Account recorded in Account Docket No. 4, page 316

TERM, 1926

X	Charles Fahr vs. Emma A. Merwin and John A. Hauka	Record continued from page 19, of No. 19 February Term, 1926. On Argument List for Feb. Term, 1926. No 1. Feb. 23, 1926. Argued by N.Y. On ~~Argument~~ Trial List for 1st Mon. Mar. 1926 at No. 14. "Off list" [trial list]. Now, April 5, 1926, rules for judgment N.O.V. discharged; rules for new trial made absolute. Per Curiam. (See opinion filed) Mon. July 16, 1926, this case is settled + dis continued by Record. Edmund J. Lee Attys. for Deft. Otto Kohler Atty for Plff.

In re Assessment of damages for widening and changing the south line of Bank St. in Titusville, Pa.

Record continued from page 164, of No. 17½ May Term, 1926.

And now, April 5, 1926, the within report of viewers filed in open Court and confirmed nisi; the said report to be confirmed absolutely at the expiration of thirty days after the filing thereof, unless exceptions to such report, or an appeal from said report, or any part thereof, is taken, and demand for a trial is made before the expiration of said period of thirty days, by any such party interested. And the Prothonotary is directed to give notice of the filing of this report and order herein made by publication in the Titusville Herald, once each week for two successive weeks, the last notice of which shall be at least ten days before the time for final confirmation of this report.

(See report filed)

Per Curiam.

April 14, 1926 Proofs of notice of view filed

June 16, 1926, Proof of publication of notice of filing report of viewers, filed.

John A. Northam

x

In re Petition of Henry A. Johnson for Sale of real estate of the Crawford County Sportsmans Association, Limited.

Record continued from page 226 of No. 79 May Term, 1926

to carry this decree into effect and to make the said distribution of the proceeds of such sale under the order and direction of the Court.

And it is further ordered that the said trustee before making said sale, shall give security in the sum of twelve hundred dollars, to be approved by the Court, for the faithful application of the proceeds of such sale, according to law, and the orders of this Court.

(See paper filed) Per Curiam

May 10, 1926 Bond of Henry A. Johnson trustee, with F. G. Prenatt as surety, in the sum of $1200.00, approved by the Court and filed.

May 13, 1926, Return of sale of real estate filed, with this order annexed: And now, May 10, 1926, upon presentation of the foregoing return of sale, and upon consideration of the same, the Court being of the opinion that said sum of six hundred dollars is a higher and better price than can be obtained for said real estate at public sale, it is hereby ordered and decreed That the sale made as herein stated be ratified and confirmed nisi, to become absolute in ten days from this date, if no exceptions be filed thereto. Notice of the filing of this return of sale shall be given to the parties in interest by publication in one issue of the Meadville Tribune-Republican. It is further ordered and decreed that upon absolute confirmation of sale, the said Henry A. Johnson, Trustee as aforesaid, make and execute a deed for said real estate, and upon receiving from the purchaser said purchase money, a delivery of said deed be made to said purchaser; and that the costs and expenses of these proceedings be paid out of the funds in the hands of the said Trustee. Per Curiam. (See return)

June 22, 1926, Proof of service of notice of filing final and distribution account upon stockholders filed.

And now, June 15, 1926, Trustees final and distribution account filed in open Court and confirmed nisi, to become absolute in 10 days, if no exceptions be filed thereto. Personal notice to be given to each stockholder of the filing of this account.

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

Now, petition of Trustee for discharge:

And now, August 2, 1926, upon presentation of the within petition in open Court, and upon consideration of same, it appearing to the Court that said Trustee has paid out all the money which came into his hands from the sale of said real estate to the parties entitled thereto, receipts for same

Continued on margin.

being on file in this case, and that said Trustee has performed his duties according to law, under the direction and orders of this Court, it is hereby ordered and decreed, That the said Henry A. Johnson, Trustee aforesaid, be discharged from all responsibility and liability for and on account of said estate, and that an exoneretur be marked upon his bond.

Per Curiam.

(See paper filed)

Final Account recorded in Account Doc No. 4, page 74.

In re Petition for Guardian of James A. Stovall

Record continued from page 220 of No. 73 May Term, 1926.

to sell at public sale the real estate of said James A. Stovall described in said petition, at the Court-house, Meadville, Pa. Notice of said sale to be given as provided by law and the Rules of Court. The terms of sale to be: 25% of the purchase price to be paid when property is struck off, and the balance on confirmation of sale. Bond required of said Guardian in double the amount of sale price, to be approved by the Court. Returnable to the Second Monday of September, 1926

(See paper filed) Per Curiam.

Sept. 13, 1926 Return of sale of real estate by Guardian filed. Showing that the real estate was sold on Aug. 30, 1926, to Binns & Bausman, for $435.00.

And now, Sept. 13, 1926, upon presentation of the foregoing return of sale, and upon consideration of same, it is hereby ordered and decreed that the same be approved and confirmed nisi to become absolute in ten days, if no exceptions be filed thereto; and upon absolute confirmation, it is ordered that said guardian make and execute a proper deed for the real estate sold to the purchasers thereof upon payment of the balance of the purchase-money according to the terms of said sale. Bond required in the sum of $870, to be approved by the Court.

(See Return filed) Per Curiam

Sept. 13, 1926. Bond of W. E. Hall, Guardian, on sale of real estate, with Floyd Hall as surety, in the sum of $870.00, approved by the Court and filed.

Sept 24 1926 No Exceptions having been filed to above sale of real Estate it is Confirmed finally

U. G. Greeley Prothy

Oct 8, 1926 Final account of W. E. Hall Guardian filed showing balance due Estate 647.52 and notice issued to Tribune Republican that account will be confirmed finally on First Monday of November next unless exceptions are filed in the meantime.

And now, Nov. 1, 1926. The final account of W. E. Hall, Guardian of James A. Stovall, is confirmed absolutely. Per Curiam.

(See paper filed) Final Acct recorded in Acct Doc. 11, page 82.

And now, Nov. 1, 1926. John Schuler, Esq., is hereby appointed auditor. Per Curiam. (See paper filed) Cert. of appt. issued.

Dec. 6, 1926 Auditors Report filed in open Court and confirmed nisi; to become final in ten days, if no exceptions are filed. Per Curiam.

Feb. 21, 1927. Petition of Guardian for discharge presented in open Court and filed.

TERM, 1926

No. 73 May Term, 1926, Continued from preceding page.

Order of Court

And now, February 21, 1927, upon presentation of the foregoing petition and upon consideration of same, it appearing to the Court that said accountant has filed a final account, which with the approval of the Attorney General of the Commonwealth of Pennsylvania has been finally confirmed, that an Auditor was appointed to make distribution of the amount in the hands of said accountant to and among the parties entitled thereto; that said Auditor filed a distribution account which was finally confirmed, that said accountant has paid out all the moneys remaining in his hands, in accordance with said auditors report - it is hereby ordered and decreed that William E. Hall Guardian aforesaid, be released from all liability and responsibility, and discharged as Guardian aforesaid, and that an exoneretur be marked upon his bond. Per Curiam.

(See petition filed)

TERM 1926

X

Arthur V. Leberman
vs.
George H. Dornhoffer
and Margaret, his wife

Record continued from page 315,
of No. 59 Sept. Term, 1926

certain piece or parcel of land, hereinbefore described; and also, by virtue of said writ, I did then and there attach and seize all rents which have accrued and which may accrue hereafter to the said defendants George H. Dornhoffer and Margaret Dornhoffer, from the garnishee Harry Lampman, by virtue of said tenancy, and said service and attachment I further certify was made in the presence of Mrs. Charles H. Jones and Harry Robinson, two credible persons of the neighborhood.

And I further return that after diligent inquiry, I cannot find the defendants in my bailiwick, but am informed they are residing in St. Katherine, Ontario, Canada.

So answers, Chas. H. Jones, Sheriff.

Jan. 19, 1926, the execution of this foreign attachment indexed in Judgment Docket D. page 185.

Jan 27, 1927, Received payment in full of the within claim, and the same is hereby discontinued—

Thos. J. McClintock
atty for Pltff—

Ruth A. Morrow vs Lloyd J. Morrow	Record continued from page 197 Decree - And now, to-wit Oct. 25, 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 Ruth A. Morrow be divorced and forever separated from the nuptial ties and bond of matrimony, heretofore contracted between her the said Ruth A. Morrow, the libellant and the said Lloyd J. Morrow, the respondent.

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

And the said libellant shall be at liberty to marry again in like manner as if they had never been married. And it is further decreed that the respondent Lloyd J. Morrow shall not marry the said Ida Horne Craine during the life time of libellant: And further, the custody of the child Robert L. Morrow, is awarded to libellant

(See paper filed) Per Curiam

Opha Williams
vs
Maggie Williams

Record continued from page 215

said libel are true, it is by the Court ordered, adjudged and decreed

That the said Opha Williams be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him the said Opha Williams the libellant, and the said Maggie Williams the respondent.

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

And the said libellant and respondent shall severally have 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, Irene Williams, Carl Williams, Harold Williams and Grace Williams, be and the same is hereby awarded to the said libellant, Opha Williams.

(See paper filed) Per Curiam

Dona Hummel vs Donald Hummel	Record continued from page 389 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 that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed. That the said Dona Hummel be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Dona Hummel the libellant and the said Donald Hummel 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 O. McClintock
Walter J. McClintock
Raymond P. Shafer
X

In Re-Amendment to Charter of Meadville Theological School

Record Continued from Page 235 Of No. 88 May Term 1926

June 29, 1953, Articles of Amendment filed.

"Resolved that paragraph b of the Charter of Meadville Theological School be and the same is hereby amended so as to read as follows:

b. The registered office of the School is 346 Chestnut Street, Meadville, Crawford County, Pennsylvania. Meetings of the Trustees may be held at such time and place, within or without the Commonwealth of Pennsylvania, as may be fixed by the By-Laws."

July 6, 1953, Application for Amendment, Consent to Amendment to Charter of Meadville Theological School, Certificate and Decree filed.

Decree:- And Now, this 6th day of July, 1953, an application for the amendment of its charter and the Articles of Amendment of the Meadville Theological School under the "Non-profit Corporation Law" approved May 5, 1933 as amended, having been presented for approval to me, a Law Judge of the said County, accompanied by proof of the publication of notice of said application and a certified copy of the resolution authorizing the proposed amendment, I do hereby certify that I have perused and examined the said instruments and that I find them to be in the proper form within the provisions and requirements of the Act of the General Assembly of the Commonwealth of Pennsylvania, Known as the "Nonprofit Corporation Law" approved May 5, 1933 as amended, and that the proposed amendment appears to be lawful and that it will be beneficial and not injurious to the community.

It Is, Therefore, Ordered And Decreed that the Articles of Amendment of the Meadville Theological School be and the same are hereby approved and upon the recording of the said Articles of Amendment and this decree, the amendment specified in the Articles of Amendment shall become part of the original Articles of Incorporation and of the original Charter.

Witness my hand and seal of the said Court.

Per Curiam,

Herbert A. Mook, President Judge