CRAWFORD COUNTY

APPEARANCE DOCKET

BOOK 217

1929

PIRRELLO ENTEPRISES INC.
Scanned August 2020

Thomas & Kiebort
1

Adella Hines
vs.
Harry Hines
Issued Nov. 12, 1928

	#
Tax & writ (Atty pd)	3.00
Shff. Jones (paid)	2.60
L. J. Culbertson, Master (Pd) 2-11-29	25.00
Pro Grubb for C. pd atty	8.10 3.00

Subpoena in Divorce.

And now, Nov. 12, 1928, Subpoena awarded, Returnable to First Monday of January, 1929. Per Curiam.
(Sgd) O Blaze Kent, P.J.

Subpoena returned: Chas. H. Jones, Sheriff, makes affidavit that he served the within subpoena in Divorce upon Harry Hines, the respondent, on the 23d day of Nov. 1928, in West Mead Tp., by delivering to him a true and attested copy of the within subpoena in divorce, and making known to him the contents thereof. (See affidavit attached to subpoena.)

And now, Janry 14, 1929. On motion in open Court, Leland J. Culbertson, Esq., is appointed Master in the above case. (See paper filed) Com. issued. Per Curiam.

Feb. 12, 1929, Testimony and report of Master filed.

On Argument List for Feb. Term, 1929. No. 33

March 11, 1929, After due consideration, a divorce is decreed as prayed for, and the respondent, Harry Hines, is ordered to pay the costs of this proceeding. Per Curiam.

Decree: And now, towit: March 11, A.D. 1929, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed. That the said Adella Hines be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Adella Hines, the libellant, and the said Harry Hines, the respondent. And that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage, shall cease and determine; 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, 1929

Thomas & Thomas 2	Charles H. Brown and Lillian M. Brown vs Pennsylvania Electric Company Entered Nov. 12, 1928 Pro. S. 12-9-29 Dft-paid 3.00	Nov. 12, 1928. Petition of Pennsylvania Electric Company, presented in open Court, praying for approval of bond of said Company, successor to Venango Public Service Corporation, with Fidelity and Deposit Company of Maryland as surety, in the sum of "such sum or sums of money as shall be determined by process of law to be due for said damages" etc. Presented in open Court and filed. And now, Nov. 12, 1928, upon consideration of the within, said bond is hereby approved and ordered filed. Per Curiam

Leland J. Culbertson
3

Weaver & Hovis
vs
George Dreutlein,
Agent for the Henry
Dreutlein Estate and
Harry J. Schrubb,
Constable.
Issued Nov. 12, 1928

Jay & Weir (Atty pd) 3.00
Shff. Jones (paid) 2.85

Replevin for household goods and other personal property as per list attached to praecipe, of the value of $450.00; returnable to February Term, 1929.

Nov. 12, 1928, Affidavit of value filed.

Nov. 12, 1928, Bond of John F. Weaver and Burton B. Hovis, in the sum of $900.00, approved and filed.

Nov. 19, 1928, Defts. counter bond, with Lillian D. Hayes and Caroline Dreutlein as sureties, in the sum of $900.00 approved by Prothonotary, and filed.

Writ returned: Served the within named defendant upon an adult member of his family, namely, his sister, Lillian D. Hayes, on Nov. 15, 1928, at 9:50 o'clock A.M.; and served the Constable, H. J. Schrubb, herein named, on Nov. 13, 1928, at 10 o'clock A.M., by handing to each of them personally a true and attested copy of the within writ, and making the contents thereof known to them. The defendant having filed the required bond with the Prothonotary, the goods herein named were delivered into the custody of the said George Dreutlein, agent for the Henry Dreutlein Estate. So answers C. H. Jones, Sheriff.

FEBRUARY TERM, 1929

J. A. Boland

4

First National Bank of Cambridge Springs, Pa.
vs
W. H. Hill
Entered Nov. 12, 1928

Bro. Greeley (Plff.-pd)	2.25
Atty	3.00
Plff. on original	1.50

Of No. 107 November Term, 1923
Amicable Sci. Fa. sur Judgment.

It is agreed, That the Prothonotary enter an Amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said County and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of One Thousand Three Hundred sixty-five Dollars, being the amount of debt, interest, collection fee and costs now due on the original judgment. Dated Nov. 10, 1928.

Debt	$1365.00
Atty's Com. included	65.00

Int. from Dec. 15, 1928.

Fi. fa. 16

Judgment
V. L. Greeley, Prothy

Am Sci Fa No 106 Nov Tr 1933

J. A. Bolard ✓

5

First National Bank of Cambridge Springs, Pa,
vs.
W. H. Hill
Entered Nov. 12, 1928

	#
Pro Greeley (Plff) fee	2.25
Atty	3.00
Plff on orig'l	1.50

Of No. 198 November Term, 1923.
Amicable Sci. Fa. sur Judgment

It is agreed That the Prothonotary enter an Amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said County and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of One Thousand Two Hundred Seven and 50/100 Dollars, being the amount of debt, interest, collection fee and costs now due on the original judgment.

Dated Nov. 10, 1928.

	#
Debt	1207.50
Atty Com. included	57.50
Int. from Sept. 6, 1928	

Fi. page 16.

Judgment.
V. L. Greeley, Prothy.

Am Sci Fa No 106 Nov Term 1933

FEBRUARY TERM, 1929

J. A. Boland ✓ 6	First National Bank of Cambridge Springs Pa. vs W. A. Hill Entered Nov. 12, 1928 # Pro. Greeley (Bffs. pd) 2.25 Atty 3.00 Bffs on orig. 1.50	Of No. 109 November Term, 1923 Amicable Sci. Fa. sur Judgment. It is agreed That the Prothonotary enter an Amicable Scire Facias upon the above judgment with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said county, and duly so returned and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of One Thousand Eight Hundred Thirty-seven and 50/100 Dollars, being the amount of debt, interest, collection fee and costs, now due on the original judgment. Dated Nov. 10, 1928 Debt # 1837.50 Attys. Com. included 87.50 ✓ Int. from Sept. 28, 1928. Judgment. V. S. Greeley, Prothy.

Fi. fa 16

Am sci fa No 106 Nov Term 1933

J. Berry Eckels
vs
J. W. Grute, use of,
vs
L. M. Kelly, decd &
L. Kelly.
Entered Nov. 13, 1928 #
Pro. Greeley (Plff's Pd) 2.25
Atty 3.00

Of No. 50 February Term, 1923.
Amicable Sci. Fa. Sur Judgment.
It is agreed that the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said county, and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Three Hundred Sixty-eight and 11/100 Dollars, being the amount of debt, interest and costs now due on the original judgment.

Dated, Nov. 13, 1928.

Signed, sealed and delivered in the presence of (Sgd) J. W. Grute.

(Signed) L. Kelly (Seal)

Debt # 368.11
Attys com. included 12.15
Int. from Nov. 13, 1928
Judgment
D. E. Greeley, Prothy

K. p. 11.

FEBRUARY TERM, 1929

J. Perry Eckels ✓

8

Thomas & Thomas for Defts

Whitehill-Gleason Motors, Inc.

vs.

Edward Peyton and Crawford Motor Company.

Issued Nov. 14, 1928

Tax & writ (Plff. pd) $ 3.00
Sheff. Jones (paid 2-4-32) 2.60
Pro & dis & cert pd 1.50

Replevin for one Chrysler Sedan Engine No. 38239 Manufacturers No. 13892, and Title Number 6-11183, of the value of $450.00; Returnable to first Monday of December next.

Nov. 14, 1928, Affidavit of value filed.

Nov. 14, 1928, Bond of Plff. with Globe Indemnity Company as surety, in the sum of $900.00, approved and filed.

And now, Nov. 22, 1928. Thomas & Thomas appear for Crawford Motors Company one of the defendants in the above entitled case. (See paper filed)

Writ returned: Served the within Crawford Motor Company, Garnishee herein named, upon A.B. Radford, Prest. thereof on November 14, 1928, at 4:30 o'clock P.M. by handing to him personally a true and attested of the within writ of Replevin, and making the contents thereof known to him.

Now, January 7, 1929 the within named defendant and garnishee having failed to file the required bond within seventy-two hours from the time of said service, - the goods herein named were delivered into the hands, custody and control of the within named plaintiff. Nihil habet as to the within named defendant, Edward Peyton. So answers C.A. Jones, Sheriff.

And now, Feb. 4 1932, This case discontinued & ended.

J. Perry Eckels
Attorney for Plaintiff.

9

1 W. E. Klippel
vs.
2 E. F. Haley and
Margaret B. Haley
Entered Nov. 14, 1928
$
Pro. Greeley (Plff. Pro) 2.25

Orig. Costs:
L. J. Culbertson, Atty. 4.64

Cd No. 167 February Term, 1929
Amicable Sci. Fa. sur Judgment

It is agreed That the Prothonotary enter an Amicable Scire Facias upon the above judgment, with the same effect, as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said county and duly so returned; And that a judgment be entered thereon, in favor of the plaintiff and against the defendants, 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 March 17, 1928 and costs.

Debt $700.00
Int. from March 17, 1928.

Ha. p 53-53

Judgment
W. L. Greeley, Prothy.

Sept. 12, 1933, Am. Sci. Fa. to No. 2 Nov. Term, 1933

FEBRUARY TERM, 1929

Leland J. Culbertson 10	L. A. McCain vs. J. J. Cobb Issued Nov. 15, 1928 Tax + writ (Atty pd) 2.00 Shff Jones (paid) 2.00	Summons in Trespass Returnable to First Monday of December, 1928 And now, Dec. 17, 1928, writ returned by order of plaintiffs attorney, without service. So answers W. A. Jones, Sheriff.

Geo. B. Johnson
J. Berry Eckels

11

The Pennsylvania Joint Stock Land Bank of Philadelphia
vs
F. J. Kendall, Executor of the last Will and Testament of Sarah Jane Sanderson, deceased, defendant, and Etta J. Sanderson and Nellie E. Sanderson, Real Owners.
Issued Nov. 15, 1928

	#
Tax & writ (Atty pd)	3.00
Recorder Hood	.50
Shff. Jones (paid)	8.20
Prd. G. for Co.	2.50
Atty	3.00

Scire Facias sur Mortgage recorded in Mortgage Book Vol. 157, page 564; Returnable to the first Monday of December, 1928.

Nov. 15, 1928, Affidavit as to default, ownership of land, etc, filed.

Writ returned: Served the within named defendants Nellie E. Sanderson personally and Etta J. Sanderson, by an adult member of her family, to wit, Nellie E. Sanderson, on Nov. 22, 1928, at her place of residence Linesville, Crawford County, Penna, and served F. J. Kendall, Executor of the last will and testament of Sarah Jane Sanderson, at his place of residence in Conneautville, Pa., by handing to each of them a true and attested copy of the within writ, and making the contents thereof known to them.

So, answers, C. A. Jones, Sheriff.

And now, January 12, 1929, On motion of plaintiff's Attorney, judgment is entered in favor of plaintiff and against defendants, for want of an appearance, and liquidated at the sum of Four thousand two hundred fifty-eight and 97/100 Dollars, with costs of suit. (See paper filed)

Debt	#4258.97
Atty Com. 5% included	370.94
Int. from Jan. 12, 1929	

Sa. pp. 37458; K.p.43. Judgment
V. L. Greeley, Prothy.

Lev. Fac. to No. 74 Feb. Term, 1929.

FEBRUARY TERM, 1929

J. Berry Eckels ✓ 12	Robert Irvin De Arment vs. Katherine De Arment Issued Nov. 15, 1928	Subpoena in Divorce And now Nov. 15, 1928, Subpoena awarded, Returnable to first Monday of January next. Per Curiam. (Sgd) O. Clare Kent, P.J. Subpoena retd: Nov. 19, 1928, served the within subpoena in divorce on the within named Katherine De Arment personally in the Dining Room of the Warren Y.W.C.A. Building on the corner of Second Avenue and Market Street Warren Borough, Warren County, Penna, by handing to her a true and attested copy of the within writ and informed her of the contents of the same So answers N.A. Jefferson, Sheriff of Warren County, Penna. And now, Feb. 1, 1929, August Delp, Esq., is appointed Master to take testimony and report to the Court. Per Curiam. (See paper filed) Com. issued

Fabry 7 1929 Testimony and report of Master filed.

On Argument List for Feb. Term, 1929, No. 34.

March 11, 1929, After due consideration, a divorce is decreed as prayed for. Per Curiam.

Decree: And now, to wit: March 11, A.D. 1929, this cause came on to be heard on libel, subpoena, subsequent proceedings and evidence therein; duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed. That the said Robert Irvin De Arment be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between him, the said Robert Irvin De Arment, the libellant, and the said Katherine De Arment, the respondent. And that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage, shall cease and determine; 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.

		Jas. & writ (Atty pd) 11/15/28 3.00 Sheff. Jones (paid) 2.40 Shf. Warren Co. (paid) 3.70 Aug. Delp, Master pd 25.00 Geo. Greeley (pd 2/15/29) 8.10 Atty 3.00

J. A. Boland

13

Sherman & Royer, now use of First National Bank of Cambridge Springs, Pa.
vs
Chas. A. Symes
Entered Nov. 16, 1928

Pro. Greeley (Plff. fee)	2.25
Atty	3.00
Plff. on Orig.	1.50

Of No. 120 November Term, 1923
Amicable Sci. Fa. sur Judgment.
It is agreed that the Prothonotary enter an Amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said county and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Two Hundred ninety three and 75/100 Dollars, being the amount of debt and collection fee now due on the original judgment; with interest from Nov. 4, 1928, and costs.

Debt	$293.75
Attys Com. included	12.50

Int. from Nov. 4, 1928

Judgment
V. D. Greeley, Prothy.

Ans. p. 13.

Jan 24-1931 This Judgmt is fully paid and satisfied
J. A. Boland atty

FEBRUARY TERM, 1929

J. A. Bolard ✓	First National Bank of Cambridge Springs, Pa., vs. Silas A. Symmes ✓ Entered Nov. 16, 1928	Of No. 121 November Term, 1923 Amicable Sci. Fa. sur Judgment. It is agreed That the Prothonotary enter an Amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said County and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of One Hundred Thirty-nine and 82/100 Dollars, being the amount of debt and collection fee now due on the original judgment, with interest from Nov. 4, 1928, and costs.
14	Pro. Greeley (Appd) 2.25 Atty 3.00 Sff. on Dgt. 1.50	Debt # 139.82 Attys Com included 5.95 Int. from Nov. 4, 1928 Judgment V. L. Greeley, Pro Thy
		Jan. Vol. 13.
		Jan 24-1931. This judgt is paid and satisfied J. A Bolard atty

Thomas & Thomas

15
11-28-28. V. 2.25

Thomas & Thomas

Gertrude Gartner
vs.
Richard Irons.
Issued Nov. 19, 1928

	#	
Tax & writ (Atty/pd)		2.00
Shff. Jones (Atty paid)		5.80
Cpo. C. for bo. 1-28-30 paid		5.25
atty		2 00

Summons in Trespass Returnable the first Monday of December next. Nov. 19, 1928. Plaintiffs Statement of Claim filed.

Writ returned: And now, Nov. 20, 1928, Served the within named deft. Richard Irons, by handing to him personally 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 C. H. Jones, Sheriff
Joe Dawson, Deputy.

On Trial List for 1st & 2nd Mon. of Jan. 1929. No. 31.

Jany 7, 1929, continued by consent.

And now, Feb. 4, 1929, Curtis L. Webb, Esq. is hereby appointed Guardian ad litem for Richard Irons, deft. Per Curiam. (See paper filed) Cert. issued.

On Trial List for Second Monday of March, 1929. No. 29.

March 12, 1929, continued by consent.

On Trial List for 1st & 2nd Mondays of January 1930 No. 23

Jan. 6, 1930, continued by consent.

Jany 28, 30 Rec'd of V. Z. Smedley Orr, $3. atty fee.
Thomas & Thomas.

And now, Jany 28, 1930, the above suit is hereby settled and discontinued of record.

Thomas & Thomas.
Attys for Plaintiff.

FEBRUARY TERM, 1929

Thomas & Thomas ✓ 11-28-28-1.6. Thomas & Pickard ✓	Margaret Frost vs Richard Irons Issued Nov. 19, 1928 # Jay & writ (Atty fee) 2.00 Shff. Jones (Atty fee) 5.80 Brd. 15 days 60. 1-28-30 paid 5.25 atty 3.00	Summons in Trespass, Returnable to the first Monday of December next. Nov. 19, 1928, Plaintiffs statement of claim filed. Writ returned: And now, Nov. 20, 1928, Served the within named defendant Richard Irons, by handing to him personally a true and attested copy of the within summons together with plaintiffs statement of claim. So answers C. A. Jones, Sheriff. Joe Gannon, Deputy. On Trial List for 1st & 2d Mon. Jan. 1929, No. 30. Janry 7, 1929, Continued by consent. And now, February 4, 1929, Curtis L. Webb, Esq., is hereby appointed Guardian ad litem for the above named Richard Irons, defendant. Per Curiam (See paper filed) Cert issued.
Jany 28, 30, Paid V. L. Grady, Bro. #3. atty fee. Thomas & Thomas.	On Trial List for 2d Monday of March, 1929, No. 28. Mch. 4, 1929, Contd. On Trial List for 1st & 2nd Mondays of Jan. 1930 No. 22 Janry 6, 1930. Continued by consent.	

and now, Janry 28, 1930, the above suit is hereby settled and discontinued of record

Thomas & Thomas
Attys for Plaintiff.

Leland J. Culbertson 11-28-28-V.S. 17 Thomas & Kubert.	Minnie Fair, Administratrix of Richard Fair, late of Meadville, Pa., deceased, vs The Erie Railroad Company, a corporation. Issued Nov. 20, 1928 Jas. Writ (paid) 2.00 Shff. Jones (Atty's fee) 2.60 Pro. S. for bo.	Summons in Trespass; Returnable to first Monday of December next. Nov. 20, 1928, Statement of claim filed. Writ returned: Served the within named defendant, by handing to the Superintendent thereof, namely, E. J. Edmunds, personally, a true and attested copy of the within summons, together with plaintiffs of claim, on Nov. 20, 1928. So answers, C. A. Jones, Shff. On Trial List for 1st & 2d Mon. Jan. 1929, No. 28. Jany 7, 1929, Continued by consent. ~~On Trial List for 2d Monday of March, 1929.~~ Error See No. 15 Feb. Tr. 1929

FEBRUARY TERM, 1929

18	H. H. Walker vs. Lee Miller "m" Lena Miller Entered Nov. 20, 1928 Pro. Speeley (Pltff. pd) $2.25	Of No. 302 September Term, 1922 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 defendants, with all the waivers and conditions contained in the original judgment note, for the sum of One Hundred three and 50/100 being the amount of debt, interest to Oct. 11, 1928, and costs now due on the original judgment. Debt $103.50 Int. from Oct. 11, 1928 M. Jp. 62-62. Judgment V. L. Speeley, Prothy. June 10, 1931. The above judgment assigned by H. H. Walker, pltff. to S. Jay McCurdy, Linesville, Pa. (See paper filed Aug 14, 1931) Aug. 14, 1931. The above judgment satisfied. (See Paper filed)

J. Berry Eckels

19

Sam Sugar, trading as City Produce Company

vs.

H. O. Holcomb

Issued Nov. 20, 1928

Tax & writ (Atty pd)	2.00
Shyg. Jones (Atty pd)	4.80
Pro. Greeley	2.50
Atty	3.00

Summons in Assumpsit; Returnable to first Monday of December next.

Nov. 20, 1928, Statement of claim filed.

"And now, Nov. 21, 1928, I hereby accept service of the within summons and plaintiff's statement of claim." (See writ) (Signed) H. O. Holcomb, Defendant.

And now, Dec. 3, 1928, writ returned. Deft. accepts service Nov. 21, 1928.

So answers, C. A. Jones, Shff.

And now, Dec. 12, 1928, on praecipe of plaintiff's 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 eighty-two and 50/100 Dollars, with costs of suit. (See paper filed)

Debt $682.50

Int. from Dec. 12, 1928

No. p. 16

Judgment

W. L. Greeley, Pro.

FEBRUARY TERM, 1929

20

H. E. Burton
vs.
Vernon J. Burton
Entered Nov 21, 1928
Gro. Greeley (Bkg. fee) $ 2.25

Of No. 97 November Term, 1923.
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 seventy-five Dollars, being the amount of debt, interest and costs now due on the original judgment.

Debt $ 675.00
Int. from Nov. 22, 1928

Judgment
W. L. Greeley, Prothy

Bk. p. 33.

21.

In re Surety Co. application of Indemnity Insurance Company of North America, of Philadelphia, Pa., to become sole surety on obligations etc in Crawford County.

Entered Nov. 22, 1928

Pro. Greeley (paid) $ 3.00

Nov. 22, 1928. Certificate of Insurance Commissioner of Pennsylvania, that the Indemnity Insurance Company of North America is authorized to become sole surety upon bonds, etc, filed.

Same day, Financial statement of said company as of Dec 31, 1927, filed.

March 7, 1929. Financial statement as of Dec. 31, 1928, filed.

Mch 11 1931 Financial Statement as of Dec 31 1930 filed $1.00 paid

March 14, 1932, Financial Statement as of Dec. 31, 1931, filed.

May 31, 1933 Financial Statement as of Dec 31, 1932, filed.

Feb. 28, 1934 Financial statement as of Dec. 31, 1933, filed.

Mch 11 1935 Financial Statement as of Dec 31 1934 filed $1.00 pd

April 30, 1937, Financial Statement as of Dec. 31, 1936, filed $1.00 Paid

July 1, 1938. Financial Statement as of Dec. 31, 1937, filed,

Mar. 23, 1939. Financial Statement as of Dec. 31, 1938 filed. $1.00 Pd.

Feby. 23, 1940. Financial Statement as of Dec. 31, 1939 filed. $1.00 Pd.

Mar. 6, 1941, Financial Statement as of Dec. 31, 1940 filed. $1.00 Pd.

Mar. 2, 1942, Financial Statement as of Dec. 31, 1941 filed. $1.00 Pd.

Mar. 2, 1943, Financial Statement as of Dec. 31, 1942 filed. $1.00 Pd.

Feby. 17, 1944, Financial Statement as of Dec. 31, 1943 filed, $1.00 Paid

Feby. 23, 1945, Financial Statement as of Dec. 31, 1944 filed. $1.00 Paid

Feby 21, 1946, Financial Statement as of Dec. 31, 1945 filed. $1.00 Paid

Mar. 1, 1947, Financial Statement as of Dec. 31, 1946 filed, $1.00 Paid.

Feby. 16, 1948, Financial Statement as of Dec 31, 1947, filed. $1.00 Paid.

Feby. 16, 1949, Financial Statement as of Dec. 31, 1948, filed. $1.00 Paid

Febry. 20, 1950, Financial Statement as of Dec 31, 1949 filed. $1.00 Paid

Feby. 24, 1951, Financial Statement as of Dec. 31, 1950 filed. $1.00 Paid

Feby. 29, 1952, Financial Statement as of Dec. 31, 1951 filed $1.00 Paid

Feby. 26, 1953, Financial Statement as of Dec. 31, 1952 filed $1.00 Paid.

Feby 26, 1954 Financial Statement as of Dec. 31, 1953 filed $1.00 Paid

Feb 12, 1955 Financial Statement as of Dec 31, 1954 filed $1.00 Paid.

Feb 16, 1956 Financial Statement as of Dec 31, 1955 filed $1.00 Paid.

Feb 25, 1957 Financial Statement as of Dec. 31, 1956 filed 1.00 Paid:

Feb 24, 1958 Financial Statement as of Dec 31, 1957 filed $1.00 Paid.

Feb 21, 1959 Financial Statement as of Dec 31, 1958 filed $1.00 Paid.

Feb 17, 1960 Financial Statement as of Dec 31, 1959 filed 1.00 Paid

FEBRUARY TERM, 1929

22

J. W. Hotchkiss
vs
Ray Hotchkiss
Entered Nov. 23, 1928

Pro. Greeley (Sff. pd) # 2.25

Sff. on Orig. 1.50

Of No. 101 November Term, 1923.
Amicable Sci. Fa. sur Judgment.

It is agreed That the Prothonotary, of said Court enter an Amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said county, and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Eight hundred Dollars, with interest from March 30, 1928, being the amount of debt, interest and costs now due on the original judgment.

Debt # 800.00
Int. from March 30, 1928

No. p 33

Judgment
V. L. Greeley, Pro.

Dec. 19, 1932 The death of the plaintiff on 30-10-1932 is suggested and that letters of administration on his estate have been granted and issued to the undersigned;

And now, Dec. 19, 1932, Received satisfaction in full of the above judgment, debt, interest and costs.

Ray Hotchkiss
Admr. of estate of J. W. Hotchkiss, dec'd

23

Martha R. Work
vs
E. E. Dean
Entered Nov. 24, 1928
Pro. Greeley 11-28-28# Paid 2.25
Plff. on Orig'l 1.58

Of No. 117 November Term, 1923
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 fifty Dollars, with interest from Nov 5, 1928, being the amount of debt, interest and costs now due on the original judgment

Debt #350.00
Int. from Nov. 5, 1928
Judgment
V. L. Greeley, Prothy.

D. p. 5

Nov 24 1933 Rec'd satisfaction in full debt interest and costs on the above judgment
Martha R. Work

Roy D. Peters
24

✓ Jennie Centola
vs.
✓ Guido Centola
Issued Nov. 26, 1928
#

Jax & writ (paid)	3.00
Shff. Jones, (Atty pd)	1.60
Shff Jones, alias (pd)	1.60
Shff Jones—proc (paid)	8.25
J. Eckels, Master pd 4-9-29	25.00
Pro. Greeley paid	10.10
Atty.	3.00

Subpoena in Divorce

And now, November 26, 1928, Subpoena awarded, Returnable to first Monday of January next. Per Curiam,
Sgd O. Clare Kent, P.J.

Subpoena rets. Jan. 7, 1929, Non est inventus as to the within named respondent. So answers C.H. Jones, Sheriff.

Jany 7, 1929. Alias subpoena in divorce issued, returnable to next term.

Alias subpoena returned Feb. 11, 1929. Non est inventus as to the within named respondent. So answers
C.H. Jones, Sheriff.

Feb. 12, 1929. Order issued for publication of Sheriff's proclamation in divorce, returnable to first Monday of April next.

And now, April 1, 1929, I have made proclamation in the above entitled case according to law, and caused the same to be published in the Connellsville Courier, a newspaper printed within my bailiwick, for four weeks successively prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached.
So answers Chas. H. Jones, Sheriff.

And now, to wit, April 1, 1929. On motion in open Court, J. Perry Eckels, Esq., is appointed Master to take the testimony on the part of the libellant and to make return thereof to Court. Per Curiam. (See paper filed.)

Same day, Commission issued.

April 17, 1929 Testimony and Report of Master filed.

On Arg. List for May Term, 1929 at No. 16.

Now, May 28, 1929, After due consideration a divorce is decreed as prayed for, and it is further ordered that the respondent, Guido Centola, pay the costs of this proceeding. Per Curiam.

Decree: And now, to wit: May 28, A.D. 1929, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed. That the said Jennie Centola be divorced, and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Jennie Centola, the libellant, and the said Guido Centola, the respondent. And that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage, shall cease and determine: 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.

25

In Memoriam

Benjamin B. Pickett, a Member of the Bar of Crawford County.

Entered Nov. 27, 1928

Pro Greeley 1-5-29 P1. 3.02

Benjamin B. Pickett (Junior), Esq., died at his home in the City of Meadville, on October 20, 1928, at 9 o'clock P. M.

-See Registers Rough Docket No. 14, p. 358

Nov. 27, 1928. Memorial prepared by the Committe of the Bar Association was presented and read in open Court by Hon. Arthur L. Bates, Chairman of the Committee, followed by remarks by him and several other members of the Bar and the Court, who made this order: "Nov. 27, 1928, upon presentation of the within Memorial, the same is hereby approved, ordered to be filed and to be spread at length upon the Court records." Per Curiam.

Resolutions

of the Crawford County Bar Association on the passing of Benjamin B. Pickett:

There was no member of the Bar more highly esteemed than our late brother Benjamin B. Pickett. He was a lawyer in the highest sense of the word, possessed of splendid natural ability, of fine memory and understanding, and was frequently consulted by both Bench and Bar on intricate and technical questions as they arose.

He was a man of education, refinement and general culture, taking his full part in civic affairs, serving on Boards and Committees, and giving of his time and efforts for the public good without reserve. He held many positions of trust and responsibility. He had been City Clerk, District Attorney, City Solicitor, County Solicitor, Attorney for the School Board, a member and president of the School Board, and was an Elder and leading member in his church.

In gentleness of nature, strict integrity of character and fidelity to duty no one surpassed our late brother, whose passing not only the members of the Crawford County Bar but the community as well so deeply mourn. He had a deep religious belief which sustained him to the last. Let us think, therefore, that his dying eyes could read a mystic meaning which only the rapt and parting soul can know. Let us believe that in the silence of the receding world he heard the great waves breaking upon the farther shore, and felt upon his already wasted pallid brow the breath of an eternal morning.

Arthur L. Bates
John E. Reynolds
J. Perry Eckels
Committee.

(See paper filed)

FEBRUARY TERM, 1929

J. A Boland 26	D. L Gray vs Forest L. Humes, Deft. and American Mutual Fire Insurance Company Garnishee Issued Nov. 27, 1928. Tax + writ (pd by Atty) 2.75 Shff Jones	Of No. 380 May Term, 1928. Attachment Execution. To attach all and singular the goods and chattels, rights and credits, money and property of the defendant, in whose hands soever they may be, and particularly in the hands of the American Mutual Fire Insurance Co., of Indianapolis, Indiana, licensed to do business in this county, and its agent, W. A. Parsons, at Cambridge Springs, Pa, and summon him as Garnishee, Returnable to first Monday of January, 1929. Nov 28, 1928. Service of writ of Att Ex accepted by the garnishee, - W. D. Parsons, Agent for American Mutual Ins. Co. of Indianapolis, Ind. (See writ.) Jany 2 - 1929. This attachment Execution is hereby discontinued J. A. Boland atty for Plff

Thomas & Kiebort 27 Arthur L. Bates	Lawrence S. McCabe vs. Arthur L. Bates, Administrator of the estate of Louise Yarger, deceased Entered Nov. 27, 1928 # Tax & writ pd by Atty Jany 24, 1929 2.00 Pro. S. dis. (pd by Atty Jany 24, 1929) 1.00	Summons in Assumpsit, Returnable to first Monday of January, 1929 Y. p. 7 — 3a. p. 76 And now, Nov. 27, 1928.- Arthur L. Bates, Esq., appears for the defendant in the above entitled case, waives the issuance of the summons by the Prothonotary, and accepts service of the writ, with the same force and effect as though a summons had been duly and regularly issued and service thereof made by the Sheriff of Crawford County upon the said defendant. (See praecipe)

Now Apr. 24, 1929 this case settled and discontinued of record.

Thomas & Kiebort
By F. L. K.
Attys. for Plaintiff

FEBRUARY TERM, 1929

✓ 28	Venire for the First Monday of January 1929. Issued Dec. 1, 1928	Venire to draw and summon fifty (50) qualified persons to be Traverse Jurors for the Court of Common Pleas for the term commencing First Monday of January, 1929.
	Pro. Speeley 1-5-29 pd 2.50	

29	Venire for the Second Monday of January, 1929 Issued Dec 1, 1928 Jno. Greeley 1-5-29 Pd 2.50	Venire to draw and summon fifty (50) Traverse Jurors for the term commencing the Second Monday of January, 1929.

FEBRUARY TERM, 1929

J. Perry Eckels X 30	✓ Lora Gray vs. ✓ David Perry Gray Issued Dec. 3, 1928 Jas. Quirk 12/31/35 paid # 3.00 M.E. Jones on Sub. (paid) 8.65	Subpoena in Divorce And now, Dec. 3, 1928, Subpoena awarded Returnable first Monday of January next. (Signed) O. Blare Kent, P.J. Subpoena returned: (Mrs) M.E. Jones makes affidavit that: "She served the within subpoena in divorce upon David Perry Gray on the 8th day of December 1928, at 2 o'clock P.M. at No. 360 Center Street, Meadville, Pa., by handing to him a true and attested copy of the within writ, and making the contents thereof known to him." (See affidavit on subpoena)

31	✓ In re Surety Company Seaboard Surety Company of New York Entered Dec. 3, 1928 Geo. Greeley (paid Dec. 7/28 $3.00 Pro. for Co. 9-7-40 pd. 1.00	Dec. 3, 1928, Certificate of Insurance Commissioner of Penna. that Seaboard Surety Company is authorized to become sole surety upon bonds, etc., filed. Sept. 7, 1940. Financial statement dated Dec. 31, 1939, filed. (See paper filed.) ✓ Mar. 10, 1942, Financial Statement as of Dec. 31, 1941 filed. $1.00 Pd. Feby. 24, 1943, Financial statement as of December 31, 1942 filed. $1.00 Paid. Oct. 8, 1948, Financial Statement as of June 30, 1948 filed. $1.00 Paid

FEBRUARY TERM, 1929

J. E. Bossard 32	Peter J. Moline Company, a Corporation vs. Frank R. Frost Issued Dec. 3, 1928 Tax & writ paid (12-12-28) 2.00 Shff. Jones (paid 1-2-29) 2.40 Discontinuance paid 1.00 Shff. Braun (paid) 3.20	Summons in Trespass, Returnable to first Monday of January, 1929 Dec. 3, 1929, Plaintiffs statement of claim filed. And now, January 14, 1929 writ retd: Served the within named defendant by deputizing the Sheriff of Allegheny County, Penna, as per his return hereto attached. So answers C. H. Jones, Sheriff (See return of Sheriff of Allegheny County endorsed on writ.)

And now January 2, nd 1928, this case having been settled by agreement of the parties I hereby discontinue all further proceedings on this case.

J. E. Bossard, Attorney
for Plaintiff.

Otto Kohler
33

Wm. J. Fox
vs.
Ray Seifer and
Albert Seifer
Entered Dec. 4, 1928

Pro. Greeley (Deft. pd) # 2.25
Atty ("paid") 3.00

Of No. 225 May Term, 1923
Amicable Scire Facias sur Judgment.
It is agreed That the Prothonotary enter an Amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendants by the Sheriff of said county, and duly so returned; and that a judgment be entered thereon in favor of 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 July 6, 1928, being the amount of debt, interest and costs now due on the original judgment.

Debt $500.00
Int. from July 6, 1928

Judgment.
V. L. Greeley, Prothy

T. pp. 1314.

Am Sci Fa no 70 Feb T 1934

FEBRUARY TERM, 1929

Donald b. Thompson
34
12-21-28 V.B.G.
Stuart G. Culbertson

William J. Gerdon
vs
Mary Mondack
Entered Dec. 4, 1928

Jay Proh. (atty pd)	3.50
Atty	3.00
Pro. Greeley since	10.50
Jury fee	4.00

Amicable Action of Ejectment for a piece of land situated in the Borough of Blooming Valley and Richmond Township, containing one hundred and fifty acres, more or less.

Dec. 4, 1928. Amicable action, affidavit of plaintiff, copy of Article of agreement and confession of judgment filed.

"By virtue and authority of the warrant of Attorney contained in the annexed contract, and in pursuance of and acting by virtue of the annexed affidavit of William J. Gerdon, plaintiff, Donald b. Thompson, Esq., appears for Mary Mondack, the defendant, and enters an amicable action of ejectment wherein William J. Gerdon is plaintiff and the said Mary Mondack is defendant, and therein confesses a judgment for the premises described in said contract, to wit:-

All that certain piece of land situated in the Borough of Blooming Valley and Richmond Township, County of Crawford and State of Pennsylvania, bounded and described as follows, to wit: On the north by land formerly owned by Thomas Richardson; on the east by a public road and land of Frank and Amelia Brundt; on the south by a public road, and on the west by lands of Harney Dewey and Mrs. Rummer, containing one hundred and fifty acres of land, be the same more or less, with the improvements thereon;

said judgment being confessed in favor of the said plaintiff, William J. Gerdon, and against the said defendant Mary Mondack, or other party in possession under her; and for and in behalf of said defendant, and pursuant to the said recited warrant of attorney, does authorize the immediate issuing and execution of a writ of habere facias possessionem, with clause of fieri facias for costs, waiving all stay and exemption laws, without asking leave of Court.

Dec 4, 1928.

M. page 90 V. B. Greeley, Prothy

Judgment

Hab. Fac. Poss. with clause of Fi. Fa. to No. 24 Feb. Term, 1929

Dec. 21, 1928, Petition of Deft. to open judgment &c. filed.

And now, Dec 21, 1928, a rule is hereby granted to show cause why the judgment should not be opened and the defendant let into a defense; all proceedings to be stayed until the determination of the rule; returnable to next term. Per Curiam. (See petition)

Same day, Service of petition and rule accepted by Plyps. Atty.

Feb. 15, 1929, Plyps. answer to petition to open judgment filed.

On Arg. List for Feb. Term, 1929, No. 2. Feb. 26, 1929, Argued C.A.V.

Now, April 1, 1929, the Rule to show cause why the judgment should not be opened and the defendant let into a defense is hereby made absolute.

Per Curiam.

(See Opinion of Court filed)

April 24, 1929, Stipulation of Counsel as to papers forming issue, filed.

On Trial List for 2nd Mon. Oct. 1929

continued on page 59.

35

v Petition for appointment of an Auditor to examine the accounts of the Prothonotary, Register and Recorder, and Clerk of Courts for the fiscal year ending the first Monday of January, 1929. Entered Dec. 4, 1928

Pro Greeley 1-5-29 pd $2.50

And now, to wit, December 4, 1928, upon presentation of the within petition and on due consideration thereof, A. A. Finney is hereby appointed Auditor as prayed for.

Per Curiam.

(Signed) O. Blair Kent, P. J.

Feb. 25, 1929, Report of A. A. Finney, Auditor, filed in open Court.

Feb. 25, 1929, upon presentation of within report same is hereby confirmed nisi, to be confirmed finally in 30 days, unless exceptions are filed thereto and ordered filed of record. (See Report.)

Per Curiam.

FEBRUARY TERM, 1929

J. Gerry Eckles

36

Bates-Street Shirt Co., Incorporated,
vs.
Frank T. Keefe
Issued, Dec. 6, 1928

Jay Twist (Atty fee) 2.00
Shff. Jones (Atty fee) 2.60
Pro Greeley 2.50
Atty 3.00

Summons in Assumpsit, Returnable to first Monday of January next.
Dec. 6, 1928. Statement of Claim filed.
Writ rtd: Dec. 6, 1928, Served the within named defendant, by handing to him personally, a true and attested copy of the within summons together with plaintiffs statement of claim.
So answers W. H. Jones, Sheriff
And now, Jany 19, 1929. 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 Three hundred and thirty-nine and 64/100 Dollars, with costs of suit. (See paper filed.)
Debt $339.64
Int. from Jany 19, 1929
K. p. 40. Judgment
V. L. Greeley, Prothy

Fi Fa No 94 Feby Term 1929

FEBRUARY TERM, 1929

Leland J. Albertson 37	G. W. Baird and Kenneth Baird, doing business as G. W. Baird & Co vs. G. W. Baird, Administrator of Walter B. Wilson, deceased. Issued Dec. 6, 1928 Tax Writ (Plff. pd) # 2.00 Shff. Jones	Summons in Assumpsit, Returnable to first Monday of January next. W. p. 59. Dec 8 1928 Plaintiffs Statement of Demand filed by G. W. Baird. (See paper files.)

FEBRUARY TERM, 1929

Stuart A. Culbertson
Miles P. Stitt
Thomas M. Barber ✓
38
1-3-29 U.S.
Thomas A. Piebon ✓

Josephine Hoover Unangst
vs.
Harry J. Unangst
Issued Dec. 7, 1928

	#	
Tax & writ (paid)		3.00
Shaw Jones		
H. E. Reynolds on Sub (paid)		5.45
Pro F. 4-4-29 by		1.00

Subpoena in Divorce a mensa et thoro with alimony, and for custody of child, Harry Donald Unangst.

And now, to wit, Dec. 7, 1928, subpoena awarded as prayed for, returnable to the first Monday of January, 1929.

Per Curiam
(Signed) O. Klare Kent, P. J.

Subpoena returned: H. E. Reynolds makes affidavit that he served the within subpoena in divorce upon the within named respondent, Harry J. Unangst on the 8th day of December, 1928, at 4:20 o'clock P. M., by handing to him personally a true and attested copy of the within writ, and making the contents thereof known to him, at his place of business, Cambridge Springs, Pa. (See affidavit on subpoena)

And now April 4, 1929 this case discontinued of record.

Stuart A. Culbertson.
Attorney for Libellant.

W. O. Morrow
39

Glossie Winnifred Williams
vs.
Harold Emmett Williams
Issued Dec. 8, 1928
Tax & writ (Atty pd) # 3.00

Subpoena in Divorce
And now, Dec. 8, 1928, subpoena awarded as prayed for, returnable the First Monday of February, 1928.
Per Curiam,
(Signed) O. Clare Kent, P.J.

Dec. 15, 1928, Petition to amend libel presented to Hon. O. Clare Kent, P.J. & filed, setting forth the additional cause of complaint: "that the respondent, Harold Emmett Williams, hath offered such indignities to the person of the libellant as to render her condition intolerable and life burdensome, and thereby forced her to withdraw from his house and family or the family with whom they resided."

Order: And now, December 15, 1928, prayer of petitioner granted. Per Curiam
(See petition) (Sgd) O. Clare Kent, P.J.

Subpoena returned: Earl Blakeslee, Constable of Bloomfield Township, makes affidavit: That on the 20th day of Dec. 1928, he served the within subpoena in divorce upon the within named respondent, Harold Emmett Williams, in Bloomfield Township, Crawford County, Penna, by informing him of the contents thereof, and by leaving with him personally a true and attested copy thereof, at said time and place, and that at said time and place, he served a copy of the libel upon the respondent, with the subpoena. Also, at same time and place served on respondent a copy of petition to amend libel with order of court thereon"
(See affidavit endorsed on subpoena)

FEBRUARY TERM, 1929

40	James De Armentor Jessie De Armentor vs Lizzie Clifford and W. D. Clifford Entered Dec. 8, 1928 Pro. Greeley (Pffs. paid) # 2.25	Of No. 160 November Term, 1923 Amicable Scire Facias sur Judgment It is agreed That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendants by the Sheriff of said county and duly so returned; and that a judgment be entered thereon in favor of the plaintiffs and against the defendants, with all the waivers and conditions contained in the original judgment note, for the sum of Five hundred Dollars being the amount of debt, ~~interest and costs~~ now due on the original judgment, with interest thereon from Nov. 8, 1928 Debt # 500.00 Int. from Nov. 8, 1928 Judgment V. L. Greeley, Prothy Cl. pp. 234

Thomas F Kiebort 41	Mary I. Unangst vs Josephine H. Unangst Issued Dec. 8, 1928 Jay & Work 12-27-28 paid 3.00 Stff. Jones. L. E. Reynolds on Sub. Paid 5.45 Pro Glerk 4-4-29 paid 1.00	Subpoena in Divorce a vinculo matrimonii. And now, Dec. 8, 1928 Subpoena awarded, Returnable to the first Monday of January next. Per Curiam (Signed) O. Clare Kent P.J. Copy of Subpoena returned: L. E. Reynolds makes affidavit: That he served the within Subpoena in Divorce upon the within named Josephine H. Unangst on the 8th day of December, 1928, at 5:15 o'clock P.M. at her residence No. 115 Federal Street, Cambridge Springs, Pa. by handing to her personally a true and attested copy of the within writ, and making the contents thereof known to her." So answers L. E. Reynolds. (See affidavit on copy of Subpoena)

Now Apr. 4, 1929, this case discontinued of record.
Thomas & Kiebort
Attys. for Libellant

42

√ In re Rules of Court.

Rule fixing stated days for Sessions of Court for Naturalization in Crawford County Penna

Entered Dec. 8, 1928

Geo. Greeley 1.00

Order of Court.

And now, December 8, 1928, pursuant to the requirements of Section 6 of the Act of Congress of June 29, 1906, it is hereby ordered that hereafter petitions for naturalization will be heard on the Wednesday next following the fourth Monday of May and the fourth Monday of November in each year; Provided that when the said Wednesday in May falls upon the 30th,- Memorial Day- such petitions will be heard on the following Wednesday

Per Curiam

O. Clare Kent,

(See paper filed) President Judge

Same day, copy of Rule mailed to Dist. Director of Naturalization at Cleveland, O.

And now, November 15, 1933 the Order of Court of Dec 8, 1928, fixing regular sessions of Naturalization Court, is modified and amended so that the two concluding words thereof shall read, "preceding Tuesday" instead of "following Wednesday"; so that the sessions for the year, 1934, shall be held upon Tuesday, May 29, 1934, and Wednesday, November 28, 1934. Per Curiam (See paper filed)

Same day, copy of Order mailed to D. D. at Cleveland, O.

May 25, 1940, the following order filed:-

Kent, P.J.

The Rules of Court of Crawford County fix Wednesday May 29, 1940, as the date for the holding of the above mentioned court. It appearing that this date meets with some obstacles at this time, as well as being inconvenient for the attendance of the Examiner from the United States Department of Labor, it is hereby ordered that the above mentioned session of naturalization court be and it is hereby continued to the first Monday of July, 1940. The Prothonotary is directed to notify applicants for naturalization to report at that time.

Per Curiam,

(See paper filed.) O Clare Kent, President Judge

Dickson Andrews. v 43

City of Meadville
vs.
A. R. Ellis,
Owner or reputed owner
Issued Dec. 10, 1928.

	$
Tax Writ	2.75
Bro. Greeley 3-16-33 Pd	2.50
Atty	3.00
Pltff. on lien	1.25

Of No. 1 February Term, 1924, C.L. Doc.
Scire Facias sur Municipal Lien
filed Dec. 12, 1923, and entered in
City Lien Docket No. 8, page 647.
Returnable within three months.
(Clark Road Paving Lien)
And now, Dec. 28, 1928, due service
of the within writ is hereby accepted.
(See Sci. Fa.) (Signed) A. R. Ellis.
Dec. 9, 1933. On motion of City Solicitor, judgment is entered against the defendant and in favor of the plaintiff for want of an affidavit of defense, and the same liquidated at the sum of Two thousand four and 10/100 Dollars, with costs of suit. (See paper filed)

	$
Debt	2004.10
Interest from Dec. 9, 1933	
Judgment	

V. L. Greeley, Pro.

E. page 5.

Oct. 27, 1937. This lien satisfied. (See C.L.D.)

FEBRUARY TERM, 1929

Dickson Andrews 44	City of Meadville vs. Irvin Estate, Heirs of Margaret A. Irvin, owners or reputed owners. Issued Dec. 10, 1928 Tax Lien Writ # 2.75	Of No. 3 February Term, 1924 C.L.Doc Scire Facias sur Municipal Lien filed Dec. 12, 1928, and entered in City Lien Doc No. 8, page 619 Returnable within three months. (Morgan St. Sewer Lien) Am Rel Da no 279 May T 1935- May 19, 1939. This lien satisfied (See C.L.D.)

Dickson Andrews 45	City of Meadville vs. Margaret Leonard, owned or reputed owner. Issued Dec. 10, 1928 # Tax writ 2.75 Pro. Greeley 3-1635 Pd 2.50 Atty 3.00 Bliff. on lien 1.25	Of No. 6 February Term, 1924 C. & Doc Scire Facias sur Municipal Lien filed Dec. 12, 1923, and entered in City Lien Doc No. 8, page 652. Returnable within three months. (Morgan St Sewer Lien) And now, Feb. 15, 1929, due service of the within writ is hereby accepted. (See writ) (Signed) Margaret Leonard. And now, Dec. 9, 1933, On motion of City Solicitor judgment is entered against the defendant and in favor of the plaintiff for want of an affidavit of defense, and same liquidated at the sum of Three hundred forty-two and 20/100 Dollars, with costs of suit. (See paper filed) #342.20 Debt Interest from Dec 9, 1933 L page 46. Judgment V. L. Greeley Pro.

Jan. 26, 1942, Suggestion of non-payment filed by virtue of Act of Assembly No. 223 P. L. 542,
July 7, 1945, This lien satisfied. (See C. L. D.)

FEBRUARY TERM, 1929

Dickson Andrews ✓ 46	City of Meadville vs ✓ W. J. Leonard, owner or reputed owner. Hugh S. Leonard, reputed owner Issued Dec. 10, 1928	#	Of No. 7 February Term, 1924, C.C. Doc Scire Facias sur Municipal Lien filed Dec. 12, 1923, and entered in City Lien Doc. 8, page 653; Returnable within three months (Morgan St. Sewer Lien) "And now, February 13, 1929 due service of the within writ is hereby accepted" (Signed) Hugh S. Leonard (See writ) "L." page 46.
	Tax writ	2.75	
	Pro. Greeley 3-16-35 Pd.	2.50	
	Atty	3.00	
	Iff on lien	1.25	

And now, Dec. 9, 1933, On motion of City Solicitor, judgment is entered in the above case against the above named defendant, Hugh S. Leonard, and in favor of plaintiff, for want of an affidavit of defense, and same liquidated at the sum of Eighty-six and 58/100 dollars, with costs of suit. (See paper filed)

Debt # 86.58

Interest from Dec. 9, 1933

L page 46 Judgment

V. L. Greeley, Pro.

Jan. 26, 1942, Suggestion of now: payment filed by virtue of Act of Assembly No. 223, P. L. 542.

Dec. 19, 1946, Suggestion of now: payment filed.

Oct. 12, 1951, Suggestion of now: payment filed.

Dickson Andrews 47	City of Meadville vs B. Pruskowsky Owner or reputed owner. Issued Dec. 10, 1928. Tax & writ 2.75 Pro. Greeley 3-16-35 Pd 2.50 Atty. 3.00 Eff on lien 1.25	Of No. 9 February Term, 1924, L.D. Doc Scire Facias sur Municipal Lien, filed Dec. 12, 1923, and entered in City Lien Docket No. 8, page 655. Returnable within three months. (Clark Road Paving Lien) January 30, 1929 - Due Service of the within writ is hereby accepted. (See Sci. Fa.) (Signed) B. Pruskowsky And now, Dec. 9, 1933, On motion of Dickson Andrews, City Solicitor, judgment is entered in above case against the defendant and in favor of the plaintiff for want of an affidavit of defense, and same is liquidated at the sum of One hundred twenty-three and 29/100 Dollars, with costs of suit. (See paper filed). Debt # 123.29 Interest from Dec. 9, 1933. Judgment V. L. Greeley Pro B. & p. 21. Sept. 25, 1935. The lien on which the above Sci. Fa. issued Satisfied.

Geo. Eldred

48

Lewis G. McFadden, Executor of estate of Celia McFadden, late of Fredonia, Chautauqua County, New York, deceased,

vs.

James Haley

Entered Dec 11, 1928

Pro. Greeley (paid)	2.25	
Atty	3.00	
Original costs:		
Plff.	1.50	
Atty Eldred	3.00	

Of No. 237 May Term, 1921.

Amicable Action to revive and continue the lien for the term of five years, of the above judgment.

It is agreed, That the Prothonotary of Crawford County, enter the above amicable action upon the records of the Court of Common Pleas of the county aforesaid; and that a judgment be forthwith entered thereon in favor of the plaintiff above named, and against the defendant above named for $352.98 - included therein Atty com. of $16.80, with Int. from Dec. 9, 1928; and that the judgment aforesaid, No. 237 of May Term, 1921, be revived according to the Act of Assembly, with costs.

Debt $352.98

Int. from Dec. 9, 1928

Judgment

V. L. Greeley, Pro

K. p. 18.

Fi. Fa. to No. 36 Feb. Term, 1929.

April May 9. 1929.

Paid and satisfied

Geo. Eldred,

Atty. for Plaintiff's

May 9, 1929 The above judgment satisfied (See Fi Fa)

FEBRUARY TERM, 1929

Stuart A. Gilbertson
49

Florence Beebe
vs.
b. b. Ohl
Issued Dec. 12, 1928

	#
Tax & writ (paid)	3.00
Shff. Jones (paid)	8.80

Replevin for the following:
Three show cases valued at #15.00; One dining table at #5.00; One heating stove at #25.00; Two window counters at #10.00; Two curtain poles at #1.00; one rocking chair at #3.00; one cane seat chair at #2.00; One red slat rack at #2.00; one night lock on the door, and one key, at #1.00; one card board box and contents #5.00; One antique stone jug, at #1.00; One hat shop sign at #5.00; which said goods are now in the possession of the said defendant; Returnable to next term.

Dec 12, 1928. Affidavit of value filed.

Dec. 12, 1928. Bond of Plff. with b. E. Terrill as surety, in the sum of #150.00, approved and filed.

Dec. 21, 1928. Copy of writ filed, with the following return endorsed:—

"And now, December 13, 1928, served the within named defendant b. b. Ohl, at Bonnieauville, Penna, by handing to him personally a true and attested copy of the within Replevin, and making the contents thereof known to him.

Now, December 20, 1928, the within named defendant having failed to file the required bond according to law, within the seventy-two hours from the time of said service, the goods herein named and described were this date delivered into the hands and control of the within named plaintiff."

So answers b. H. Jones, Sheriff.

FEBRUARY TERM, 1929

W. J. Sirdevan 4-9-29.
C. Vict. Johnson
50

Donald C. Thompson 2-4-1929 D.C.T.

Jacob Christopher Seber
vs
Mabel Seber
Issued Dec. 17, 1928

	#
Jay & Work (paid)	3.00
D.B. Roberts on sub. (paid)	1.20
C.W. Benedict, Master	25.00
Geo. Speeley,	12.50
Atty	3.00
Kathryn Strickland Stem Transcript of Testimony	24.80

Subpoena in Divorce

And now, December 17, 1928 Subpoena awarded, Returnable First Monday of February, 1929. Per Curiam

(Signed) O. Blare Kent P.J.

Subpoena retd. Daniel B. Roberts, Constable, makes affidavit "That on the 19th day of Dec. 1928 deponent personally served the within subpoena in divorce on Mabel Seber, the respondent, by delivering to and leaving with her in person a true and attested copy thereof, and at same time making known to her the full and entire contents thereof."

(See affidavit endorsed on subpoena.)

And now, February 4, 1929, upon petition of respondent presented in open Court, a rule is granted on libellant to show cause why an order should not be made for the payment to her of alimony pendente lite and counsel fee, Returnable to Fourth Monday of February next.

(See paper filed) Service accepted by Atty for Lib. Per Curiam.

And now, Feb. 4, 1929, Chas. W. Benedict, Esqr., is appointed Master in this case. Per Curiam. (See paper filed)

On Argument List for Feb. Term, 1929, No. 19

Now, February 28, 1929, after argument of counsel, upon consideration of the matters and questions involved, it is hereby ordered that the libellant pay to Donald C. Thompson, Esq., Attorney for respondent the sum of $25.00 fees in said case, with the right reserved to said respondents attorney to present petition for additional fees upon final determination of the said case. All proceedings stayed until payment of amount herein fixed is made. Per Curiam.

Feb. 28, 1929, Testimony taken before the Court in No. 6 Feb. Sessions, 1929, and by stipulation of counsel to be considered upon disposition of Rule for alimony and counsel fees pendente lite filed, being a transcript of that which was

April 1, 1929, Answer of respondent with demand for jury trial, filed.

And now, April 1, 1929 On motion in open Court a rule is hereby granted upon the libellant to show cause why a jury trial should not be granted and an issue therefor framed see reg.; returnable to first Monday of May, 1929, at 10 A.M.

(See paper filed) Per Curiam.

And now, April 1, 1929, Rule to show cause why a Bill of Particulars should not be filed, is granted, Returnable to first Monday of May, 1929, at 10 A.M. Per Curiam. (See paper filed)

April 6, 1929, C. Victor Johnson, Esq., Atty for Libellant, accepts service by copy of rule for bill of particulars, rule for jury trial, and copy of respondents answer. (See back of petition for bill of particulars)

May 2, 1929 Libellants Bill of Particulars filed.
Same day, Libellants answer to demand for jury trial filed.

Continued on page 59.

Dickson Andrews 51	City of Meadville vs. J. A. Johnson Owner or reputed owner. Entered Dec. 17, 1928 # Tax & entry 2.75 Brs. on Lien use of Plff. 1.25	Of No. 29 November Term, 1923 Tax Lien Dec Amicable Sci. Fa. sur Tax Lien. "And now, to wit, Dec. 10, 1928. It is hereby agreed between the above named plaintiff and defendant that an amicable action of Scire Facias be entered in the above case, with the same effect as if a Scire Facias sur Municipal claim had been duly issued in the said case returnable within three months from the date of issuer thereof, and duly returned by the Sheriff of said county. All defects, irregularities, and right to notice are waived by the said defendant." City of Meadville By Dickson Andrews, City Solicitor. (Signed) J. A. Johnson (See paper filed) Sat

FEBRUARY TERM, 1929

Dickson Andrews
52

City of Meadville
vs.
L. L. McLean and Sarah McLean, owners or reputed owners
Entered Dec. 17, 1928

	#
Tax & Entry	2.75
Plff. on Rec	1.25
Pro S. 3-16-35 Paid	2.50
atty	3.00

Of No. 50 November Term, 1923 Tax L. Dec.
Amicable Sci. Fa. sur City Tax Lien.
"And now, to wit, Dec. 15, 1928, it is hereby agreed between the above named plaintiff and defendants that an amicable action of Scire Facias be entered in the above case, with the same effect as if a writ of Scire Facias sur municipal claim had been duly issued in the said case, returnable within three months from the date of issue thereof, and duly returned by the Sheriff of said county. All defects, irregularities and right to notice are waived by the said defendants"

City of Meadville
By Dickson Andrews,
City Solicitor
L. L. McLean
(See paper filed) Sarah McLean, per L. McL.

Now Jan. 5, 1935, comes Dickson Andrews, City Solicitor, and moves for judgment in the above case in favor of the above named plaintiff and against the defendants for want of an affidavit of defense, and liquidate the same as follows:

Amount of Tax	97.00
Int 1-4-22 to 1-4-35	75.66
Atty's com. 5%	8.63
Dft	$181.29

Mc 7-31-

Judgment
T. L. Greeley Pro.

Dickson Andrews 53	City of Meadville vs Fred E Trace Heirs, Owners or reputed owners. Entered Dec 17, 1928 $ Tax Entry 2.75 Pltf. on lien 1.25	Of No. 66 November Term, 1923 Tax & Dec Amicable Sci. Fa. sur City Tax Lien. "And now, to wit, December 16, 1928, it is hereby agreed between the above named plaintiff and defendants, that an amicable action of scire facias be entered in the above case, with the same effect as if a scire facias sur municipal claim had been duly issued in the said case, returnable within three months from the date of issue thereof, and returned by the Sheriff of said county. All defects, irregularities, and right to notice, are waived by the said defendants. City of Meadville By Dickson Andrews, City Solicitor. Sarah E. Trace, Attorney in fact for Fred E. Trace Hrs. (See paper filed) Jat

FEBRUARY TERM, 1929

J. Berry Eckels 54	The Studebaker Watch Company vs Mose Jones Entered Dec. 18, 1928 # Jay Furst (Atty. fee) 3.00 Sheriff Jones, (Serv. fee) 2.40	Replevin for one 12 21 J. Studebaker Watch P. 552, Mot. 1166330-c-7800306, in the above entitled action, Returnable First Monday of February next. Dec. 18, 1928, Affidavit of value filed, stating that the value of the watch to be replevied is $25.00. Dec. 18, 1928, Plaintiffs bond with J. Berry Eckels and L. M. Adsit as surety in the penal sum of $51.80, approved by the Clerk and filed. Writ returned: Served Dec. 19, 1928, upon the within named dept. by handing to him a true and attested copy of the within writ. No goods found as herein described. So answers C. A. Jones, Sheriff.

55

Vinnie L. Dickson
vs.
Zadoe Gray and
Carrie Gray
Entered Dec. 18, 1928

Pro. Greeley (Pltff. pd) $2.25
(Same included in judgt. debt)

Of No. 31 November Term, 1917.
Amicable Scire Facias sur Judgment.

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

And that a judgment be entered thereon in favor of the plaintiff and against the defendants, with all the waivers and conditions contained in the original judgment note, for the sum of Four hundred fifty-two and 25/100 Dollars, being the amount of debt and costs now due on the original judgment.

Debt $452.25
Int. from May 27, 1928.
Judgment
W. L. Greeley, Prothy.

G. pages 886-887.

Paid July 9. 1929 payment in full of the above Judgment debt interest & costs

Vinnie L Dickson

FEBRUARY TERM, 1929

Thomas & Kiebort

56

June 5, 1929 Rec'd of H. W. Canfield Thirteen and 50/100 Dollars costs & adv. U. G. Gourley, Pro.

In the matter of the Assignment of Jacob Goldston ~~and Anna S. Goldston, his wife~~ to H. W. Canfield, for the benefit of creditors. Entered Dec 18, 1928

	$
Pro. Prothy (paid)	3.00
Prov'd for County	10.50
adv. cost	3.00

Now, December 18, 1928, upon presentation of the above and foregoing petition, A. B. Faber and Samuel Redding are hereby appointed appraisers as prayed for. Per Curiam.

(See petition filed)

Same day, Cert. of appointment issued.

Dec. 22, 1928 Inventory and appraisement filed. Personal property valued at $363.00. Real estate valued at $32,500.00

Jany 7, 1929 Bond of H. W. Canfield, Assignee, with J. A. Logan, J. B. Allee, J. B. Morgan, J. J. Fichtor, Elias Drake and D. L. Mathews as sureties, in the sum of $65,726.00, approved by the Court and filed.

Order on petition of Assignee.

Now, February 4, 1929, upon presentation and consideration of the foregoing petition, it is ordered and directed that the inventory and appraisement filed in this proceeding be amended by striking therefrom the second described piece of real estate in said inventory and in said appraisement; and that the papers filed and docket-entries of the Prothonotary be amended by striking therefrom the name of "Anna S. Goldston his wife", wherever the same appears, so that the record will show Jacob B. Goldston as the only assignor in said proceedings. Per Curiam. (See paper filed)

Order on petition of Assignee: Now, Feb. 18, 1929, upon presentation and consideration of the foregoing petition, leave is granted H. W. Canfield Assignee, to defer presentation of his petition for an order for the sale of real estate of his Assignor until March 4, 1929, at 10 o'clock A.M.; and it is further ordered that the petitioner make service of notice upon Rose Enid of his intended application for said order on said date, by mailing a copy of said notice by registered mail to the said Rose Enid at her last known address, and by publication of said notice in the Cambridge Springs Enterprise-News, once a week for two weeks; and that other lien creditors be served with notice of the time and place now fixed for presentation of the intended application of assignee. Per Curiam. (See petition filed)

Order: Now, March 4, 1929, On motion in open Court, leave is hereby granted Assignee to defer presentation of his application for sale of Assignor's real estate, to April 1, 1929, at 10 o'clock A.M., notice of the time for making said application to be given lien creditors in the manner provided by law, and as heretofore ordered by the Court. Per Curiam. (See paper filed)

April 1, 1929, Petition of H. W. Canfield, Assignee, for leave to make public sale of Highland Hotel real estate in the Borough of Cambridge Springs, presented in open Court and filed.

—continued on page 590—

Leland J. Culbertson
57

Jessie G. Devenny
vs.
George Devenny
Issued Dec. 18, 1928

Jay & writ (Atty fee)	#	3.00
Chas. Jones (Atty fee)		2.40
W. J. McMaster (paid)		25.00
Geo. Greeley 5-23-29 pd.		8.00
Atty		3.00

Subpoena in Divorce.
And now, Dec. 18, 1928, Subpoena awarded, Returnable to first Monday of February, 1929. Per Curiam.
(Seal) O. Clare Kent, P.J.

Subpoena returned: Served the within subpoena in divorce on the respondent personally on the 20th day of Dec, 1928, 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, Feb. 4, 1929, Walter S. McClintock, Esq. is appointed Master in this case. Per Curiam. (See paper filed)
Cert. of appointment issued.

May 15, 1929. Testimony and report of Master filed.

On Argt. List for May Term, 1929, No. 17.
Now, May 27, 1929, After due consideration a divorce is decreed as prayed for, and it is further ordered that the respondent, George Devenny, pay the costs of this proceeding.
Per Curiam.

Decree: And now, to wit: May 27, A.D. 1929, this cause come on to be heard on libel, subpoena, subsequent proceedings and evidence therein, duly taken and filed of record, and it appearing to 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 G. Devenny be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Jessie G. Devenny, the libellant, and the said George Devenny, the respondent. And that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage, shall cease and determine; 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, 1929

S. A. Miller	The National Bank of Union City, Penna. assignee of Mary Whitney,	Sci Fa. sur Mortgage recorded in the Recorders office in Mortgage Book No. 67, at page 405. Returnable to the First Monday of January next
58	vs.	Dec 20, 1928, Affidavit of ownership of land filed.
	Barrie Amy and Alton A. Amy	Writ returned: And now, December 21, 1928, served the within named Alton A. Amy, defendant, at the court-house Meadville, Penna., by handing to him personally, a true and attested copy of the within writ, and making the contents thereof known to him. Nihil habet as to the co-defendant Barry Amy herein named. So answers
	Issued, Dec. 20, 1928.	C. A. Jones, Sheriff.
	#	Janry 24, 1929. Alias Sci. Fa. sur Mortgage
	Tax & writ (#200 pd) 3.25	issued, returnable to Second Monday of Feb. next
	Rec. Hood .50	Alias writ returned: Feb. 11, 1929, Nihil
	Shff. Jones (Atty pd) 2.40	habet as to the within named Barrie ~~and Alton A.~~ Amy.
	Shff. Jones-alias (Atty pd) 2.00	So answers C. A. Jones, Sheriff
	Pro. Greeley 4.75	And now, February 26, 1929, On motion of plaintiff's attorney
	Atty 3.00	judgment is entered in favor of plaintiff and against defendants, for want of an appearance and affidavit of defense, and liquidated at the sum of Six Hundred forty and 71/100 Dollars, with interest from Feb. 11, 1929 and costs. (See paper filed)
		#
		Debt 640.71
		Int. from Feb. 11, 1929
		A pages 45-45 Judgment
		V. L. Greeley, Prothy
		Lev. Fac. to No. 18 May Term, 1929

Donald C. Thompson. /
59
John D. Kent. atty for dft.

Jeremiah Eichelberger
vs
M. P. Barnard
Entered, Dec. 20, 1928

Tax Entry (Deft. pd)	1.50
Costs on Trans (Deft. pd)	9.05
Pro. S. for Co. 8-25-30 paid	6.25
Defts. Bill of Costs	40.44
Atty	3.00

Appeal by Deft. from Judgment of William G. Smith, Alderman.
Feb. 20, 1929 Statement of claim filed.
March 2, 1929 Affidavit of defense filed; copy accepted by Epps, Atty.
On Trial List for 1st & 2d Monday of Oct. 1929 No. 36
On Trial List for 1st & 2d Monday 2 Jan 1930 No. 16
Jan. 10, 1930 A jury called and sworn, and on motion of defendants attorney, compulsory non suit granted.
Per Curiam
E & J. 28 Judgment
V. L. Greeley, Prothy

Fi Fa no 91 May Term 1930

Aug 25 1930 The above judgment for costs satisfied. (See Fi Fa.)

FEBRUARY TERM, 1929

Thomas & Thomas
60

✓ Charles McCauley
vs.
✓ Selden Brooks, Administrator of the estate
✓ of W.S. Bortner, decd.
Issued Dec. 21, 1928 #

Taxt writ (Plff pd)	2.00
Shff. Jones, (Plff pd)	2.60
Bro. Greeley 3-15 paid	3.25
Atty	3.00

Summons in Assumpsit, Returnable to first Monday of January next.
Dec. 21, 1928, Affidavit that Plffs. claim exceeds $100.00 filed.
B. Jgt. 14 & 2.
Dec. 21, 1928. Plffs. statement of claim filed.
Writ retd: And now, Dec 28, 1928 Served the within named defendant Selden Brooks, Admr. of the estate of W.S Bortner, upon an adult member of his family, namely his wife Mary Brooks, by handing to her 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, C.H. Jones, Sheriff.
And now, February 16, 1929, On Praecipe of plaintiffs attorney, judgment is entered in favor of plaintiff and against the defendant, for want of an appearance and for want of an affidavit of defense, and liquidated at the sum of Three hundred Thirty-nine and 75/100 Dollars, with costs of suit. (See papers filed.)

	#
Debt	339.75
Attys. Com. included	15.00

Int. from Feb. 15, 1929

Judgment
D. L. Greeley, Prothy.

Bo. 3 pages 14 & 2.

March 15, 1929, receive satisfaction in full of the above judgment, debt, interest & Costs and direct same to be satisfied of record.
Thomas & Thomas,
Atty for Plaintiff.

61

Fred M. Finney
vs
Joseph Bickerstaff.
Entered Dec. 21, 1928
Pro. Greeley (Plff. pd) # 2.25

Of No. 185 November Term, 1923
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 One hundred fifty-four Dollars, being the amount of debt, interest and costs now due on the original judgment.

Debt # 154.00
Int. from Dec. 15, 1928
Judgment
V. L. Greeley, Pro.

Bi. fp. 51

Aug. 12, 1929 Received satisfaction in full of above judgment, debt, interest and costs, & Prothy will mark same satisfied as well as the original entry thereof.

F. M. Finney Decd
Fred M. Finney Decd

FEBRUARY TERM, 1929

John D. Kent
/ 62

Harold H. Thurston
vs.
Ruth Lucille Thurston
Issued Dec. 22, 1928
#

Jay & writ (Paid)	3.00
Shff. Jones (Atty pd)	1.60
Shff. Jones, - alias (Atty pd)	1.60
Shff. Jones - proc. (Atty pd)	8.25
C. Johnson, Master (pd by Atty) 5-23-29	25.00
Pro Gruely paid	10.10
atty	3.00

Subpoena in Divorce.

And now, Dec. 22, 1928, Subpoena awarded, Returnable to next term.

Per Curiam.

(Signed) O. Clare Kent, P.J.

Subpoena returned Feb. 11, 1929. Non est inventus as to within named respondent. So answers C.H. Jones, Sheriff.

Feb. 12, 1929, Alias subpoena in divorce issued, returnable to first Monday of April next.

Alias subpoena returned April 1, 1929. Non est inventus as to the within named respondent. So answers C.H. Jones, Sheriff.

April 1, 1929, Order issued for publication of Sheriffs proclamation, returnable to first Monday of May next.

And now, May 6, 1929, I have made proclamation in the above entitled case according to law, and caused the same to be published in the Titusville Herald, a newspaper printed within my bailiwick, for four weeks successively prior to return day thereof, as per copy of said proclamation and proof of publication thereto attached. So ans. Chas. H. Jones, Shff.

And now, May 6, 1929, C. Victor Johnson, Esq., is hereby appointed Master as prayed for. Per Curiam. (See paper filed)

May 14, 1929 Testimony and Masters report filed.

On Arg. List for May Term, 1929, No. 18.

May 31, 1929, After due consideration, a divorce is decreed as prayed for. Per Curiam.

Decree: And now, to wit: May 31, A.D. 1929, 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 Harold H. Thurston be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him, the said Harold H. Thurston, the libellant, and the said Ruth Lucille Thurston, the respondent. And that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage, shall cease and determine; 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.

James A. Stranahan, Jr.

63

Thomas & Thomas

Shenie W. Hazen and S. Frank Hazen, Executors of the last will and Testament of S. F. Hazen, deceased,

vs.

Lida B. McAdoo, administrator of the estate of A. A. McAdoo, deceased, and Lida McAdoo.

Entered Dec. 24, 1928

Jax & Prs. (Atty pd) #	4.75
Rec. Hood	.50
Atty	3.00

Scire Facias sur Mortgage recorded in Mortgage Book 93, page 411; Returnable to first Monday of January next.

Dec. 24, 1928. Affidavit as to owners of land filed.

And now, December 24, 1928, we, the undersigned hereby appear for the defendants in the above stated case, and waive the issuing of a writ therein, and accept service thereof, with the same force and effect as if said writ had been duly issued and regularly served upon the said defendant and on behalf of said defendants, hereby confess judgment in said case for the sum of Fifteen hundred thirty-nine and 20/100 ($1539.20) Dollars, with interest thereon from Dec. 24, 1928, in accordance with the statement of claim above set forth.

(Signed) Thomas & Thomas,
Attorneys for Defendants.

Debt $1539.20
Int. from Dec. 24, 1928
McLph. 4432

Judgment.
W. L. Greeley, Prothy.

Lev. Fac. to No. 49 Feb. Term, 1929.

February 22, 1929. The above judgment satisfied, as per return of Sheriff to Lev. Fac. and receipt and direction of "J. A. Stranahan, Jr., Atty for Plff", on said writ.

FEBRUARY TERM, 1929

Wm. J. Sinderman
64
✓

✓ Warner Frank Brown
vs.
✓ Agnes Richards Brown
Issued Dec. 24, 1928

	#
Jay Twist (Atty pd)	3.00
Skelly on Sub. (Atty pd)	5.20
Sheff. Jones (pd)	2.50
Geo. Eldred, Master pd	25.00
Pro. Greeley (pd 2/15/29)	8.10
Atty	3.00

Subpoena in Divorce
And now, December 24, 1928, Subpoena awarded, returnable first Monday in February, 1929.
Per Curiam.
(Signed) O. Blair Kent, P.J.

Subpoena returned: O. J. Skelly, Sheriff of Venango County, makes affidavit, that he "Served the within Summons in Divorce on Agnes Richards Brown, the within named respondent personally at her place of residence, Oil City, Venango County, Pennsylvania, by handing to her personally a true and attested copy of the within writ and reading and making known to her the contents thereof." (See affdt. on subpoena)

And now, January 24, 1929, writ returned. Served the within writ by deputizing the Sheriff of Venango County, Penna., as per his return hereto annexed. So answers K. H. Jones, Sheriff.

And now, Feb 4, 1929, Geo. Eldred, Esqr. is appointed Master to take testimony and report to the Court. Per Curiam
(See paper filed) Com. issued.

Feby 15 1929 Testimony and Report of Master filed.
On Argument List for Feb. Term, 1929, No. 35

March 11, 1929, After due consideration, a divorce is decreed as prayed for, said decree to contain the statutory prohibition as to the respondent, Agnes Richards Brown, marrying Howard White, co-respondent. Per Curiam.

Decree: And now to wit: March 11, A.D. 1929, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed, That the said Warner Frank Brown be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between him, the said Warner Frank Brown, the libellant, and the said Agnes Richards Brown, the respondent. And that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage, shall cease and determine; And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married, except that the said respondent, Agnes Richards Brown, shall not marry Howard White, the co-respondent, during the lifetime of the said libellant, Warner Frank Brown, such marriage being prohibited by statute.
Per Curiam.

J. E. Bossard, Atty
June 2-1936.
65

June 5th '36
Rec'd 3.00 Docket Fee
C. L. Webb

June 2-1936 Rec'd of
Pro. Slaytin $3.00
docket fee.
Albert L. Thomas
by Pickett

Reuben Calvin
c. Fallowfield Twp. P.O. Atlantic
vs.
T. S. Lytle, otherwise
Thos. S. Lytle, and
Lawrence M. Lytle
Entered Dec. 24, 1928

Pro. Greeley (Plff pd) 2.25

Original Costs:
Plff's Atty Greeley 3.50
1936-2-26 Pro. Greeley 1.00
Atty's L. Thomas 3.00
Atty's C. L. Webb 3.00

Of No. 32 February Term, 1924.
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 plaintiff and against the defendant with all the waivers and conditions contained in the original judgment note for the sum of One Hundred and eleven Dollars, being the amount of debt and interest (after deducting credits) now due on the original judgment.

Dated Dec. 24, 1928.

(Signed) Thos. S. Lytle
Lawrence M. Lytle
Reuben Calvin.

Debt $111.00
Int. from Dec. 23, 1928
Judgment
W. L. Greeley, Pro'thy.

L. pp. 3 & 44

And now June 2, 1936, I hereby suggest the death of Reuben Calvin, on or about June 2nd 1936, and Letters of Admr. issued unto Alcie Graham and Arthur H. Stein, as appears of record in Office of Register of Wills of Crawford County, Pa.

J. E. Bossard, Atty for Plaintiff

And now June 2nd 1936, having received payment in full of the debt interest and costs on the within judgment and we hereby direct the Prothonotary to mark the same satisfied of record

x Arthur H. Stein
Alcie Graham
Administrators of Reuben Calvin
Estate.

Witness:-
J. E. Bossard Atty.

FEBRUARY TERM, 1929

Thomas & Kiebort 66 Thomas and Thomas for Defendants July 13, 1929 V.I.G.H.C.	Harry L. Jackson vs. G. E. Sutter, and Helen Sutter, husband and wife. Issued Dec. 26, 1928 Tax & writ (Atty's fd) 2.00 Shff. Jones	Summons in Assumpsit, Returnable to first Monday of January next. Now, June 29, 1929, writ returned in default of remitting advance costs for service of same. No service rendered. No answers L. H. Jones, Sheriff. June 29, 1929, Alias summons in assumpsit issued, returnable to first Monday of August next.

J. Berry Eckels ✓ 67 Thomas F. Egbert ✓ Jan. 5, 1929 V.L.G. Pro. ✓	M. Martin vs. John Frisina and Rose Frisina Issued Dec. 26, 1928 Tax & writ (Plff. pd) 2.00 Shff. Jones (Plff. pd) 3.50	Summons in Assumpsit, Returnable to first Monday of Jan. next. Dec. 26, 1928. Statement of claim filed. Writ retd: And now, Dec. 28, 1928. Served the within named defendant John Frisina - upon an adult member of his family, namely his wife, Rose Frisina, and served the within named defendant, Rose Frisina, personally, by handing to her true and attested copies of the within summons, together with plaintiffs statement of claim, and making the contents thereof known to her. So answers, C.F. Jones, Sheriff.

FEBRUARY TERM, 1929

Thomas & Kiebort 68 Plaintiff's Solicitor 6-12-29 D.K.S.	Ray Shepard vs. Mabel Shepard Issued Dec 27, 1928 Jay Swirk (Atty pd) $ 3.00 ~~H.J. Schrubb on suit~~ ~~Dept. Forest (paid)~~ 2.60	Subpoena in Divorce and for custody of Dorothy Shepard and Rex Shepard minor children of parties. And now, Dec. 27, 1928 Subpoena awarded; Returnable to first Monday of February, 1929. Per Curiam. (Signed) O. Clare Kent, P.J. Subpoena ret'd: H.J. Schrubb, Constable, makes affidavit that he "Served the within subpoena in divorce upon the respondent herein named, Mabel Shepard on January 31, 1929, at 11:40 o'clock A.M., at the City Hospital, Meadville, Crawford County, Pa., by handing to her personally a true and attested copy thereof and making the contents thereof known to her. So answers H.J. Schrubb. Now, Feb. 4, 1929, Rule to show cause is granted why respondent should not be allowed alimony pendente lite and counsel fees, returnable to 4th Monday of Feb. 1929, at 10 o'clock A.M. Per Curiam. (See paper filed Feb. 7, 1929.) And now, November 11, 1929. On motion in open court, leave granted to amend the libel in above case, by striking therefrom the following: "and petitioner further prays the Court for an order awarding him the custody of Dorothy Shepard and Rex Shepard, minor children of petitioner and respondent." Per Curiam. (See paper filed)

Thomas & Kiebort
69

George E. Barner
vs
Nellie B. Barner
Issued Dec. 27, 1928

	#
Tax & writ (Atty pd)	3.00
Shff. Jones (paid)	1.60
Shff. Jones – alias (paid)	1.60
Shff. Jones – proc (Atty pd) 9-21-29	8.25
O. H. Stolz, Master Recvd 9-23-29 Costs	25.00
Pro. S. paid	10.10
Atty	3.00

Subpoena in Divorce
And now, Dec. 27, 1928, Subpoena awarded, Returnable to first Monday of February, 1929.
Per Curiam.
Signed) O. Clare Kent, P. J.

Subpoena returned: Feb. 4, 1929, Non est inventus as to the within named respondent. So answers C. H. Jones, Sheriff.

Feb. 19, 1929 Alias subpoena in divorce issued, returnable to first Monday of April next.

Alias Subpoena returned April 1, 1929: Non est inventus as to the within named respondent. So answers C. H. Jones, Sheriff.

April 5, 1929 Order issued for publication of Sheriff's proclamation returnable to first Monday of May next.

And now, May 6, 1929 I have made proclamation in the above entitled case according to law, and caused the same to be published in the Titusville Herald, a newspaper printed within my bailiwick, for four weeks successively prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached. So answers Chas A. Jones, Sheriff.

And now, May 6, 1929, On motion in open Court, Otto A. Stolz, Esq., is appointed Master in the above case Per Curiam.

(See paper filed) Com. issued.

Sept 13 1929 Testimony and Report of Master filed.

On Argt. List for Sep. Term, 1929, No. 10

Oct. 2, 1929, After due consideration a divorce is decreed as prayed for. Per Curiam.

Decree: And now, to-wit: October 2 1929, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel do true it is by the Court ordered, adjudged and decreed. That the said Georg E. Barner be divorced and forever separated from the mystical ties and bonds of matrimony heretofore contracted between him the said George E. Barner the libellant and the said Nellie B. Barner, the respondent.

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

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

FEBRUARY TERM, 1929

J. M. Freeman
vs.
W. W. Benedict

70

Albert L. Emmons
and
J. D. Frax, of
Oil City, Pa.

Attest May 6, 1929
P. L. G. Pro.

Oct 5, 1929 Rec'd $22.25
for plff & atty costs
C. C. Benedict Atty

Luke Byrne Carter
vs.
Anne Curry Carter
Issued Dec. 27, 1928

Jay Twp (Atty pd)		3.00
Shff. Jones (pd by Chas)		2.40
Shff. Child. Co. (Plff. pd)		11.00
Teleph. Teleg. tolls (Plff. pd)		10.43
Shff. Jones - alias (paid)		1.60
Shff. Jones - proc. (Atty pd)		8.25
Pro Prothy	10-5-29 pd.	12.70
atty	10-5-29	3.00
Dis + Extra Expin	Pd	5.00

Subpoena in Divorce.

Now, Dec. 27, 1928, upon presentation of the within libel, a subpoena in divorce is hereby awarded as prayed for, Returnable to the first Monday of February next. Per Curiam

Signed O. Blare Kent, P.J.

Subpoena retd: (a) And now, Dec 27, 1928, I hereby deputize the Sheriff, or his Deputy, of Philadelphia County, Penna, to serve this writ.

C. H. Jones, Sheriff of Crawford County, Penna.

(b) Non Est Inventus.

So answers

Thomas W. Cunningham, Sheriff.

(a) And now, February 5, 1929, writ returned: Non est inventus as to the within named respondent. So answers, C. H. Jones, Sheriff.

Feb. 11, 1929, Alias subpoena in divorce issued, returnable to first Monday of April next.

Alias Subpoena returned April 1, 1929: Non est inventus as to the within named respondent. So answers, C. H. Jones, Sheriff.

April 2, 1929. Order issued for Sheriffs proclamation to be published, returnable to the first Monday of May next.

And now, May 6, 1929. 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 Titusville Herald, Titusville, 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 here to attached.

So answers Chas. H. Jones, Sheriff.

May 6, 1929. Petition of respondent for rule on libellant to furnish bill of particulars, presented in open Court.

Now, May 6, 1929, upon presentation of within petition, a rule to show cause is granted as prayed for, and the libellant is directed to file in said case within 30 days from the date of service of this rule upon him, or his attorney of record, a bill of particulars, setting forth in detail all acts of cruelty or indignities to his person upon which he relies, together with dates circumstances, etc, and upon failure so to do, judgment of non pros. shall be entered. Per Curiam.

(See paper filed)

Oct. 5, 1929 This case discontinued.

C. C. Benedict
Atty for Libellant

J. D. Roberts
71

J. B. Vincent
vs
John G. Weir
Entered Dec 28, 1928

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

02 No. 89 May Term, 1929 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 defendant 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 eighty-one and 85/100 Dollars being the amount of debt, interest and costs, now due on the original judgment.

Debt # 581.85
Int. from Jan 4, 1929.
W. p. 3. Judgment
V.D.S. Greeley Prothy.

March 18-1930. I suggest the death of J. B. Vincent and substitute John Vincent - Executor of said Def't.
Wm. M. Watres - atty pro Ext.

Fi Fa no 57 May Term 1930
alias Fi Fa no 24 Sept Term 1930
Pluries Fi Fa no 103 Nov Term 1930
Pluries Fi Fa no 44 Nov Term 1931
Pluries Fi Fa no 72 May Term 1932

June 7, 1932. The above judgment satisfied (See Fi. Fa.)

FEBRUARY TERM, 1929

Thomas & Thomas

72

Bessie McGrath, Administrator, c.t.a. of Maggie Adams, decd.
vs.
Selden Brooks, Administrator of the estate of W.S. Bortner, deceased.
Issued Dec. 31, 1928.

Sax & writ (Plff. pd)	$2.00
Shff. Jones (Plff. pd)	2.60
Pro. Sheeley 5-14-29 pd	3.25
Atty	3.00

Summons in Assumpsit, Returnable to first Monday of February next.
Bk. 14. Bo. p. 2.

Dec. 31, 1928. Affidavit that plaintiffs claim exceeds $100.00 filed.

Dec. 31, 1928. Plaintiffs statement of claim filed.

Writ returned: And now, January 7, 1929. Served the within named Selden Brooks personally, by handing to him a true and attested copy of the within writ, together with the plaintiffs statement of claim, and making the contents thereof known to him. So answers,
C. H. Jones, Sheriff.

And now, February 16, 1929, On praecipe of plaintiffs attorneys, judgment is entered in favor of plaintiff and against the defendant, for want of an appearance and for want of an affidavit of defense, and liquidated at the sum of Two hundred fifty-five and 50/100 Dollars, with costs of suit.
(See paper filed)

Debt	$255.50
Attys Com. included	7.50

Int. from Feb. 15, 1929.
Judgment.
V. L. Sheeley, Pro. Thy.

B. & O. 3 p/p. 14 42/100

And now, May 15, 1929, Rec'd of Selden Brooks, Admr, payment in full of the above judgment and costs and the Prothonotary is ordered to satisfy the judgment of record.

Thomas & Thomas, attys for Plf.

John O. & Walter J. McClintock
73
Defendant Fi. Fa.

E. W. McArthur
vs
Claude E. Greenawalt
Issued Jan. 3, 1929

	#
Tax & writ (Plff. pd)	3.00
Sheff. Jones (Plff. pd)	5.50
Geo. Greeley	2.50
Atty	3.00

Replevin for one manure spreader, one hay rake, one hay rack, one cultivator, one spring tooth harrow, one plough, one pair of sleds, lot of chickens, one wagon, two sows, five pigs, eleven cows, six calves, harness, milk cans, tools, evaporator and sugar making equipment, syrup cans, one heater one davenport, one overstuffed chair, one library table, one radio, rockers, smoking stand, oil stove kitchen table, kitchen cabinet, two beds and bedding, one dresser, rugs linoleum, and other household furniture, in the possession of Claude E. Greenawalt, defendant, at his residence in Richmond Township, on the farm of Bertie S. McArthur, or at Waugh-Logan Company's warehouse, City of Meadville, or on their trucks or wherever the same may be found, all being the property of the above named plaintiff, who is entitled to the immediate possession thereof; Returnable to the first Monday of February next.

Jan. 3, 1929. Affidavit of value filed, placing value at #2000.00.

Jan. 3, 1929. Plffs bond with F. M. McArthur as surety, in the sum of #4000.00 approved and filed.

"Now, February 12, 1929, I hereby enter my appearance in the above entitled case, and confess judgment in favor of the plaintiffs and against myself, for the personal property mentioned and described in the writ of Replevin issued in the same case." (Signed) "C. E. Greenawalt."
(See paper filed)

Same day, On motion of plaintiffs attorney, judgment is entered against the defendant, and in favor of the plaintiffs, for "the items of personal property mentioned and described in the plaintiffs affidavit of ownership and in the writ of Replevin." (See paper filed)

G. p. 44. Judgment
V. L. Greeley, Prothy.

Oct. 5, 1929. Writ of Replevin returned and filed, with Sheriffs return annexed. (Deft. having heretofore appeared & confessed judgment. return is not docketed)

FEBRUARY TERM, 1929

W. J. Sirdevan 74	✓ Anthony Lowros vs. ✓ Benjamin Phillips, and Isaac Phillips, and Daniel S. Roberts, Constable. Issued Jan. 4, 1929. # Jas. Twist (Atty fd) 2.00 Sheriff Jones (Paid 1-15-29) 3.20 Pro. G. dec paid 1.00	Summons in Trespass; Returnable to next term. Writ returned: Now, Nov. 22, 1929, Service discontinued by order of plaintiff's attorney. So answers, Chas. H. Jones, Sheriff. And now Jan 15, 1929 Case discontinued W. J. Sirdevan atty for Plff

Donald C. Thompson
George Eldred

Jacob Wizenberg
vs
Roy V. Loomis
Entered Jan. 5, 1929

Jas. Entry (paid by Atty Jan 5, 1929)		1.50
Costs on Writs (paid by Deft)		5.10
Sps. S. for Def.	10 to 1-30 paid	5.50
Atty		3.00

Appeal by Deft. from Judgment of Peter B. Barr, Alderman
Feb. 23, 1929 Donald C. Thompson, Esq., appears for Plff. (See papers filed)
Feb. 25, 1929. Statement of claim filed, and service accepted by Defts. Atty.
April 29, 1929 Affidavit of defense, filed,
On Trial List for 1st & 2nd Mon. of Oct. 1929 No. 37
On Trial List for 1st & 2nd Mon. of Jan 1930 No 17
Jany 8, 1930, Continued – Sickness of Defts. Attorney.
On Trial List for 1st & 2nd Mon of Mar 1930 – No. 8
March 11, 1930, Continued by consent.
On Trial List for 1st and 2d Mondays of Oct. 1930, No. 21.

October 1, 1930 – this case having been settled by the parties, I direct the Prothonotary to mark same settled and discontinued of record.

Donald C. Thompson,
Atty. for Plff.

FEBRUARY TERM, 1929

X

Walter L. Peake
76

Fred Lines and Erma Lines
vs.
John A. Young, Stanley J. Young and Susie A. Young
Mortgagors,
Stanley J. Young
Susie A. Young
Real Owners
Issued Jany 7, 1929

	#
Tax & writ (paid)	3.50
Rec. Hood	.50
Shff Jones (paid)	9.40
Shff Jones, alias	2.00
Pro. Greeley, al. (#3.00 pd)	2.50
Pro. G. pla. (#3.00 pd)	2.50
Shff. Jones, pla. (pd)	2.00
Geo. Greeley for Co.	2.25
Atty	3.00

Scire Facias sur Mortgage recorded in Mortgage Book Vol. 130, page 111; Returnable the second Monday in February, 1929.

Jany 7, 1929 Affidavit of ownership, filed.

Writ returned Feb. 11, 1929: After diligent search of the within named and described property, and finding no person or persons in possession thereof, - I posted a true and attested copy of the within writ in the most public place thereof, on January 11, 1929.

Nihil habet as to the within named defendants, mortgagors and real owners.

So answers, C. H. Jones, Sheriff.

Feb. 14, 1929, Alias Sci. Fa. sur mortgage issued, returnable to the first Monday of March next.

Alias writ retd March 4, 1929: Nihil habet as to the within named mortgagors and terre tenant. So answers C. H. Jones, Shff

March 15, 1929 Pluries Sci. Fa. sur mortgage issued, returnable to first Monday of April next.

Pluries writ retd: April 1, 1929, Nihil habet as to the within named mortgagors and real owners. So answers, C. H. Jones, Sheriff.

And now, April 16, 1929, Upon praecipe of plaintiffs Attorney, judgment is entered in favor of plaintiff and against the defendants for want of an appearance, on two returns of Nihil habet, and liquidated at the sum of Two thousand four hundred eighty and 50/100 Dollars, with costs! (See paper filed)

Debt $2480.50
Int from April 15, 1929
Y. pages 7, 10, 10. Judgment
V. L. Greeley, Prothg.

Lev. Fac. to No. 83 May Term, 1929.

FEBRUARY TERM, 1929

J. E. Bozzard, Atty for Plaintiff
T. L. G. Feb. 14-1929.

A. M. Fenner
77

Cora E. Davis
vs.
Alvah A. Davis
Issued Jany 7, 1929.
#

Jay & Work (paid)	3.00
Sheriff Jones (paid by Atty)	1.60
Shff. Jones, Alias (Atty to)	1.60
Shff. Jones - proc. (Atty to)	8.25
Master L. J. G.	25.00
Pro. G. 5/16-29 paid	10.10
Atty	3.00

Subpoena in Divorce.

And now Jany 7, 1929, Subpoena awarded returnable Second Monday of February, 1929.

Per Curiam.
(Signed) O. Blare Kent, P.J.

Subpoena rets'd Feb. 11, 1929:

Non est inventus as to the within named respondent. So answers

C. H. Jones, Sheriff.

Feb. 14, 1929, Alias Subpoena in divorce issued, returnable to first Monday of April next

Alias Subpoena returned April 2, 1929: Non est inventus as to the within named respondent. So answers C. H. Jones, Shff.

April 3, 1929, Order issued for publication of Sheriffs proclamation, returnable to first Monday of May next.

And now, May 6, 1929, I have made proclamation in the above entitled case according to law, and caused the same to be published in the Titusville Herald, a newspaper printed within my bailiwick, for four weeks successively prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached. So answers Chas. H. Jones, Shff.

And now, May 6, 1929, Leland J. Culbertson, Esq., is appointed Master in the above entitled case. Per Curiam. (See paper filed) Com issued.

May 16, 1929, Testimony and report of Master filed.

On Argt. List for May Term, 1929, No. 19.

Now, May 27, 1929, After due consideration a divorce is decreed as prayed for, and it is further ordered that the respondent, Alvah A. Davis, pay the costs of this proceeding. Per Curiam.

Decree: And now, to wit: May 27, A.D. 1929, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed that the said Cora E. Davis be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Cora E. Davis, the libellant, and the said Alvah A. Davis, the respondent. And that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage, shall cease and determine; 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, 1929

fo. Victor Johnson 78	Petition of Mrs. Griscilla Query, wife of Hampton W. Query for decree authorizing her to act as feme sole trader Entered Jan 7, 1929. Geo. Greeley (paid) 2-6-29 5.00	Jany 7, 1929. Petition presented and filed in open Court. Order: Now, January 7, 1929, upon consideration of the foregoing petition, and on motion of fo. Victor Johnson, attorney for petitioner, it is ordered and decreed that notice of the filing of said petition be given by advertisement once a week for three weeks in the Tribune-Republican published at Meadville, Pa., the last insertion to be at least 10 days before hearing, stating that said petition will be considered by the Court on the 4th day of February 1929, at 10 o'clock A.M., when and where all persons interested may show cause if any they have, why the prayer of the petitioner should not be granted. (See petition.) Per Curiam.

Feb. 4, 1929. Proof publication of notice filed.

Decree: And now to wit, this 4th day of February, 1929, after due publication and hearing in open Court, it appearing that Hampton W. Query, the husband of Priscilla Query, of Richmond Township, Crawford County, Pennsylvania, has failed and neglected to support and maintain his said wife, and has separated and lived apart from her since November 18, A.D. 1927, it is ordered and decreed that the said Priscilla Query be and she is hereby declared to be a "Feme Sole Trader" with all the rights and privileges of such under the act of February 22d, 1718; and her property, real and personal, however acquired, shall be subject to her own free and absolute disposal during her life and by will without any liability to be interfered with or obtained by her said husband, Hampton W. Query, and in case of intestacy all of her property shall go to her next of kin, as though he were previously dead, as provided in the act of Assembly of May 28, 1915, P.L. 639, 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. Per Curiam.

(See paper filed) (Signed) O. Clare Kent, P.J.

Feb. 4, 1929. Certified copy of decree issued to petitioner.

Bryan & Evans 79	G. F. Payne vs. Mrs G. A. Snyder, otherwise Bertha Snyder, and G. A. Snyder. Issued Jany 7, 1929 Pro. Greeley (Plff pd) 2.25 Shff. Jones, mileage 2.00	Of No. 22, November Term, 1923. Scire Facias to revive and continue the lien of the above judgment. Returnable to Second Monday of February, 1929. Writ returned: Nihil habet as to the within named defendants. So answers C. H. Jones, Sheriff.

FEBRUARY TERM, 1929

Wm. J. Sinderman 80	Petition of Ella M. Ross for appointment of a guardian for Alfred M. Ross (her husband) of the City of Titusville, as a person of weak mind. Entered Janu 7, 1929. Pro. Greeley (pd 7/15/29) 5.00 " Extra Certs (pd 7/15/29) 1.00	Janu 7, 1929. Petition presented and filed in open Court. R. page 61. Order. And now, January 7, 1929, the within petition being presented in open Court and duly considered, it is ordered that this matter be heard on the 4th day of February, 1929, at 10 o'clock A.M. Ten days notice hereof to be given to respondent personally and to his relatives within the County, and by registered mail to such relatives as reside without the jurisdiction of this Court. Per Curiam. Feb. 4, 1929. Proofs of service of notice and affidavit of Superintendent of State Hospital for the Insane, filed. Decree: And now, February 4, 1929, the matter having been heard in open Court, and it appearing that the respondent, Alfred M. Ross can not be brought into Court with safety to himself, and it further appearing that he is a person of weak mind and unable to care for his property whereby he is liable to dissipate the same or become the victim of designing persons - it is ordered, adjudged and decreed that Ella M. Ross be, and she hereby is appointed Guardian of said respondent's estate. Security required in the sum of $1000.00, to be approved by the Court. Per Curiam. Feb. 15, 1929. Bond of Ella M. Ross, Guardian of Alfred M. Ross, with United States Fidelity and Guaranty Company as surety, in the sum of $1,000.00, approved by the Court and filed.

Thomas & Thomas 81	Helen Dunlap vs. Elmer Dunlap Issued Janiy 10, 1929 # Tax & writ (Atty pd) 3.00 Shff. Jones (Atty pd) 1.60 Shff. Jones - alias (Atty pd) 1.60 3-27-29 Pro Sheriff pd 2.00	Subpoena in Divorce and for the custody of child Helen Louise born to said parties Aug. 2, 1927. And now, Janiy 10, 1929, Subpoena awarded, returnable to next term. Per Curiam. (Signed) C. Clare Kent, P.J. Subpoena returned Feb. 11, 1929:- Non est inventus as to the within named respondent. So answers, C.A. Jones, Sheriff. Feb. 11, 1929, Alias subpoena in divorce issued, returnable to first Monday of April next. And now, April 2, 1929 writ returned: Non est inventus as to the within named respondent. So answers C.A. Jones, Sheriff.

FEBRUARY TERM, 1929

82	Joseph Weidner vs. Winnie H. Alsdorf Entered Jany 12, 1929 Pro. Greeley ($1.75 paid) 2.25	Of No. 242 November Term, 1923 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 January 15, 1929, being the amount of debt, interest and costs now due on the original judgment. Debt $500.00 Int from Jany 15, 1929 A. p. 30. Judgment V. L. Greeley, Pro.

Jan. 11, 1934 Am. Sci. Fa. to No. 118 Feb. Term, 1934

83

Jennie C Bowman, use of Fred E Hamilton, now use of Frank P Fisher, James P Fisher, Jennie Fisher Hunt and Mary Fisher Bossler,

vs.

Mark D. Bowman, Dept. and A. Goedecker, Terre Tenant.

Entered Jany 12, 1929

Pro. Greeley (paid) # 2,25

Of No. 98 February Term, 1924

Amicable Scire Facias sur Judgment

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

(Signed) Mark D. Bowman (Seal)
A. Goedecker (Seal)

Debt # 2,000.00
Int. from Nov. 13, 1923, at 4%
Bo. p. 2 G. p. 52 Judgment.
V. L. Greeley, Prothy.

Jan. 16, 1933 Above judgment satisfied (See paper filed)

FEBRUARY TERM, 1929

J.A. Boland & F.L. Boland ✓
84

Feby 8 1929 Recd from J. A. Boland Six and 85/100 Dollars as costs
U. L. Greeley Pro

Lula M. Schench, Cochrane
vs.
Frank J. Schench
Entered Janry 14, 1929

Gra. Greeley	5.75
Comparing & cert. copy of pet. & rul.	1.10
Atty.	3.00
Service fee (paid)	1.75

Janry 14, 1929 Petition for declaratory decree presented and filed in open Court.

Order: Now, January 14, 1929, upon consideration of the foregoing petition and affidavit and upon motion of J.A. Boland and F.L. Boland Attorneys for petitioner, the Court in order to afford petitioner relief with respect to her rights and the legal title to said automobile growing out of the transactions above recited does grant a rule upon said defendant, Frank J. Schench, to appear and show cause why this Court should not enter a declaratory judgment and decree, construing and fixing the title and ownership of said automobile as being in petitioner, and that she is entitled to have and possess same and to have same licensed in her name by the State Commissioner of Highways of Pennsylvania. Rule returnable to Monday the fourth day of February, 1929, at 10 o'clock A.M. Notice of said rule and petition to be given to defendant ten days before return day by personal service, and in case personal service cannot be made, then by advertisement for two weeks in the Cambridge Springs Enterprise-News, immediately preceding said return day. Per Curiam (See paper filed)

Feb 4, 1929, Affidavit of personal service of petition and rule, filed.

And now, February 4, 1929, upon full consideration of the within petition and record in this matter, and it appearing to the Court that defendant was personally served with said petition and order of Court on January 19, 1929, and no appearance or answer having been made by him, the facts as alleged and set forth by plaintiff in her said petition are taken as true, and the Court finds that the legal title to said automobile is in said plaintiff.

Now, therefore, it is ordered adjudged and decreed that the legal title to the 1927 Chevrolet Coupe, Engine No. 3131093, Manufacturers No. 1227A 19884, is in Lula M. S. Cochrane, and that she has the sole and exclusive right, title and possession of said automobile and the right to have it titled and licensed in her name by our Highway Department on her proper application therefor. Per Curiam (See paper filed)

Dc. Page 58.

Judgment.
U. L. Greeley, Prothy.

Feb. 4, 1929, Certified copy of decree issued.

Dickson Andrews 85	City of Meadville vs George Davis, owner or reputed owner. Entered Jany 15, 1929. Tax Entry # 2.25	Of No. 16 November Term, 1923, Tax L. Doc Amicable Sci. Fa. sur Lien for City Taxes filed Oct. 23, 1923, and entered in Tax Lien Doc. No. 1 p. 425 And now, to wit January 15, 1929 it is hereby agreed between the above named plaintiff and defendant that an amicable action of Scire Facias be entered in the above case with the same effect as if a Scire Facias sur Municipal claim had been duly issued in the said case, returnable within three months from the date of issue thereof, and duly returned by the Sheriff of said county. All defects, irregularities, and right to notice, are waived by the said defendant. (See paper filed)

Satisfied Dec. 19, 1933 (See paper filed)

FEBRUARY TERM, 1929

Dickson Andrews 86	City of Meadville vs. Fred Lotz, owner or reputed owner. Entered Jany 15, 1929	Of No. 38 November Term, 1923 Tax & Dec. Amicable Sci Fa. sur Lien for City Taxes filed Oct. 23, 1923, and entered in Tax Lien Docket No. 1, page 436. And now, to wit January 15, 1929, it is hereby agreed between the above named plaintiff and defendant, that an amicable action of Scire Facias be entered in the above case, with the same effect as if a Scire Facias sur municipal claim had been duly issued in the said case, returnable within three months from the date of issue thereof, and duly returned by the Sheriff of said County. All defects, irregularities, and right to notice are waived by the said defendant. (See paper filed)

	#
Tax Costs	2.25
Reg. on Lien	1.25
Prd. Greeley 3-16-30 Pd	2.50
Atty	3.00

And now, to wit, January 12, 1934 On motion of Dickson Andrews, Esq., City Solicitor, judgment is entered in the above stated case, in favor of the plaintiff and against the defendant for want of an affidavit of defense, and same liquidated at the sum of Eighty-five and 44/100 Dollars, with costs of suit.
(See paper filed)

	#
Debt	85.44
Interest from Jan. 12, 1934	
Judgment	

W. L. Greeley, Prothy.

L p. 14.

Jan. 9, 1939. Suggestion of Non-Payment filed.

Dickson Andrews v 87

City of Meadville
vs.
Fred Lorz, owner
or reputed owner.
Entered Janu 15, 1929

	#
Jax Entry	2.25
Plff. on Lien	1.25
Pro. Greeley 3-16-35 Pd.	2.50
Atty	3.00

Of No. 39 November Term, 1923 Jax L. Doe, Scire Facias sur Lien for City Taxes, filed Oct. 23, 1923, and entered in Tax Lien Docket No. 1, page 436.

And now, to wit, January 15, 1929, it is hereby agreed between the above named Plaintiff and defendant, that an amicable action of Scire Facias be entered in the above case, with the same effect as if a Scire Facias sur municipal claim had been duly issued in the said case, returnable within three months from the date of issue thereof, and duly returned by the Sheriff of said County.

All defects, irregularities and right to notice are waived by the said defendant. (See paper filed)

And now, to wit, January 12, 1934, On motion of Dickson Andrews, Esq., City Solicitor, judgment is entered in the above stated case in favor of the plaintiff and against the defendant, for want of an affidavit of defense, and same liquidated at the sum of One hundred seven and 24/100 Dollars, with costs of suit. (See paper filed)

	#
Debt	107.24
Interest from Jan. 12, 1934	
Judgment	

L. fr. 14.

V. L. Greeley, Pro.

Otto Kohler

88

Feb 9 1929 Rec'd of Guardian Eight Dollars as costs V. L. Greeley Pro

July 1, 1930 Rec'd of Guardian Nine Dollars as costs V. L. Greeley Pro Same day pd Traf 4.00 each

also, the box rental, to wit, $4.00 containing the assets and securities belonging to its said ward

Per Curiam

(See petition filed)

July 1 1930 Final account of Guardian filed showing balance due Estate $2043.02 Notice issued to Tribune Republican that account will be finally confirmed on third Monday of July next. Unless exceptions are filed in the meantime.

July 10, 1930 Proof of publication of notice of account filed. — July 24 1930 No Exceptions filed to the above account the same is confirmed finally —

V. L. Greeley Prothy.

Petition of Bora Minium for appointment of a Guardian for Delinda Minium of the City of Meadville, as a person of weak mind.

Entered Jany 17, 1929

Pro Greeley	5.00
Pro $ since	3.00
Pro $ on acct + adv	9.00

Jan. 17, 1929, Petition filed in open Court. M. page 91.

Order: Now, January 17, 1929, on presentation of the within petition, Monday, February 4, 1929, 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 Delinda Minium and to the other members of her family residing within the jurisdiction of the Court by service of copy of petition and order of Court on each of them. (See petition) Per Curiam

Feb. 4, 1929, Proofs of notice of hearing filed.

And now, February 4, 1929, the respondent Delinda Minium having appeared, and after examination of witnesses and testimony taken in open Court, the Court finds that Delinda Minium is not able, owing to weakness of mind, to take care of her own property. The Merchants National Bank of Meadville is appointed as Guardian to take care of the property of said Delinda Minium said Company to enter as security its own bond in the sum of $60,000.00. Per Curiam (See paper filed)

Feb. 5, 1929. Bond of Guardian in the sum of $60,000.00, approved by the Court and filed.

And now, February 8, 1929, on presentation of the foregoing petition by Merchants National Bank, praying for an order to make certain payments on behalf of Delinda Minium, its ward, and after due consideration, it is ordered that the said Merchants National Bank be, and it is hereby authorized to pay Court costs and counsel fees in the proceedings, and also a monthly allowance not to exceed $225.00, with discretion to pay the attendant direct together with such other household expenses as shall be duly approved by said attendant or its attorney, the aggregate of all said payments not to exceed $225.00 monthly until the further order of the Court. (See petition filed) Per Curiam.

Sur petition of Guardian for additional allowance:

And now, April 4, 1929, on presentation of the foregoing petition and after due consideration thereof, it is ordered that the said Merchants National Bank Guardian of Delinda Minium, be and it is hereby authorized to pay present existing indebtedness for the proportionate share of operation of the Bowman lease owned by the said Delinda Minium and continue payment of her said share of expenses from time to time, without order, in addition to the order heretofore granted for maintenance expenses.

And further that the said Guardian be authorized to pay in addi-

Contd on margin.

Otto Kohler
89

v.

Lottie A. Jennet
vs.
Harold A. Jennet
Issued Jany 17, 1929

Tax & writ (pd Jan. 21/29) 3.00
Shff. Jones, (atty fee) 2.60
C. L. Webb, Master (atty fee) 25.00
Pro. & 5-21-29 atty paid 8.10
atty 3.00

Subpoena in Divorce.

And now, January 17, 1929 Subpoena awarded, Returnable to the First Monday of March, 1929

Per Curiam
(Signed) O. Blare Kent, P.J.

Subpoena returned:

Served the within subpoena in divorce on the respondent personally, on the 21st day of February, 1929, by delivering to him personally 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, March 18, 1929 On motion in open court Curtis L. Webb, Esq., is appointed Master to take testimony and make report thereon. Per Curiam.

(See paper filed) Com. issued.

May 13, 1929. Testimony and report of Master filed.

On Arg't. List for May Term, 1929. 16.20

Now, May 27, 1929, After due consideration, a divorce is decreed as prayed for, and it is further ordered that the respondent, Harold A. Jennet, pay the costs of this proceeding.

Per Curiam

Decree: And now, to wit: May 27, A.D. 1929, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence 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 Lottie A. Jennet be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Lottie A. Jennet, the libellant, and the said Harold A. Jennet, the respondent. And that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage, shall cease and determine; 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, 1929

90

In re Annual Report of Crawford County Law Library Committee for the year 1928
Entered Jany 18, 1929
Pro. Greeley $2.50

Jan. 18, 1929 Report filed, with this order endorsed:

Now, January 18, 1929, the within report is hereby approved and ordered to be filed of record, and the County Commissioners of Crawford County, Pa., are hereby directed to appropriate and set apart for the Crawford County Law Library the sum of Fifteen hundred ($1500.00) Dollars, for the year ending Dec. 31, 1929,

Per Curiam.

(Signed) O. Clare Kent, P.J.

W. J. Sindevan 91	Titusville Building and Loan Association vs. Joseph H. Emington and Florence A. Emington, his wife Issued Jany 22, 1929 Tax & work 12-24-29 Eff pd 3.50 Rec. Hood .50 Shff. Jones	Scire Facias sur Mortgage recorded in Mortage Book Vol. 132, Page 556; Returnable to next term. Jan. 22, 1929 Affidavit as to owners of land filed. Now, June 21, 1929 writ returned in default of remitting advance costs for service of same. No service rendered. So answers. Lot H. Jones, Sheriff.

FEBRUARY TERM, 1929

John Schuler	C. A. DuMars, Executor of the estate of John J. Marshall, deceased,	Scire Facias sur Mortgage recorded in Mortgage Book No. 52 page 401, Returnable to Second Monday of February next.
92	vs	Feby 7, 1929, Affidavit of C. A. DuMars as to real owners of mortgaged land, filed.
	✓ Elmer E. Crawford	Writ returned:
	✓ and Blanche Crawford, his wife.	(a) Feb. 4, 1929, personally served the within Sci. Fa. sur mortgage on Blanche Crawford at her residence in Clay Township, Butler County, Pa., by handing her a true and attested copy of the within writ, and making known to her the contents thereof. Feb. 4, 1929, served the within writ on Elmer E. Crawford, by handing a true and attested copy of the within writ to an adult member of his family, Blanche Crawford, at his place of residence, Clay Township, Butler County, Pa., and making known to her the contents thereof. So answers
	Issued Jany 21, 1929.	Mary M. Leslie, Sheriff.
	Tax & writ (Atty pd) 2.75	Per R. S. Anderson, Deputy Sheriff.
	Rec. Hood .50	(b) And now, February 11, 1929, writ returned:
	Shff. Jones (Pd) 2.40	Served the within writ by deputizing the Sheriff of Butler County, Penna., as per return hereto annexed. So answers, C. H. Jones, Shff.
	Shff. Leslie (Pd) 6.80	And now, March 15, 1929, Upon praecipe of plaintiff's Atty, judgment is entered in favor of plaintiff and against defendants, for want of an appearance and affidavit of defence, and liquidated at the sum of Six hundred and thirty five Dollars. (See paper filed)
	Pro. Greeley 4.25	Debt $635.00
	Atty 3.00	Int. from March 15, 1929
		Judgment.
		W. L. Greeley, Prothy.

Lpr. p. 41-41

Lev. Fac. to No. 38 May Term, 1929.

Leland J. Culbertson
93
Thomas & Thomas

Emma B. Skeel
vs.
Benefit Association of Railway Employees
Issued Jany 24, 1929

	#
Tax & writ (atty fee)	2.00
Shff. Jones (paid)	2.80
Dauphin Co. costs (paid)	6.85
Pro. Greeley for Co.	5.50
Atty	3.00

Summons in Assumpsit, Returnable to First Monday of February next

Janj 24, 1929 Statement of Claim filed and two copies certified

Writ returned: The Sheriff of Dauphin County makes return and his deputy makes affidavit that: "on the 27th day of January, 1929 at 9 o'clock A. M. he did serve the within Summons in Assumpsit on Benefit Association of Railway Employees by leaving a true and attested copy thereof in duplicate, together with copy of plaintiffs statement in duplicate, with notice endorsed thereon to file affidavit of defense within fifteen days after service hereof in the office of the Insurance Commissioner of the Commonwealth of Pennsylvania, with Matthew A. Taggart, Insurance Commissioner and lawful attorney, duly constituted by the said Benefit Association of Railway Employees, upon whom all lawful process in any action suit or legal proceedings against it may be served, and paying to him in behalf of the plaintiff at the time of service hereof, the sum of two dollars as required by law." So answers Chas. E. Newbaker,
Sheriff of Dauphin County, Penna.
Cornelius Kelley, Deputy Sheriff.

And now, Jan. 31, 1929, Thomas & Thomas appear for Deft. (See paper filed)

Feb. 11, 1929, Affidavit of defense filed.

On Trial List for 2d Monday of March, 1929, No. 37,

March 11, 1929, Amendment to Statement of claim filed by leave of Court.

March 11, 1929, Continued because of amendment filed to Defts Statement. Per Curiam.

April 6, 1929, Affidavit of defense to amendment to Statement of claim filed.

On Trial List for 1st and 2nd Mon. of Mar. 1930 - No 25

March 12, 1930, Continued by consent.

On Trial List for 1st & 2d Mondays of Oct. 1930, No. 28.

Oct. 24-1930. The above case having been settled, I hereby discontinue same

[illegible], Atty. for Plff.

FEBRUARY TERM, 1929

Q H 2-4-29 U.S.C. Charles D. Stegner for defendants:	✓ William J. Sirdevan vs. Lena Levy and Lessor E. Levy, Executors of the last will and testament of Barney Levy, late of the City of Pittsville, deceased who was also known as Barnard Levy, Barnet Levy, and Benjamin Levy Issued Janry 24, 1929 # Jas Kwrit 2-4-29 paid. 2.00 Sheff Jones 10.30	Summons in Assumpsit Returnable to First Monday of February next. 2, pages 9, 24 & 45 Writ returned:- Now, Aug. 28, 1933 Writ returned in default of receiving advance costs for service of same. So answers J. L. Connell, Sheriff.

L. W. Benedict 95	Morah Blanche Drought, by her father and next friend A. B. Drought, vs. Harold George Drought Issued Jan'y 25, 1929 # Tax $.cts (paid) 3.00 Sheff. Jones (Atty's fee) 1.60	Subpoena in Divorce. And now, Jan'y 25, 1929 Subpoena awarded, returnable to First Monday of March next. (Signed) Per Curiam O. Clare Kent, P. J. Subpoena returned March 4, 1929: Non est inventus as to the within named respondent No answers L. A. Jones, Sheriff.

FEBRUARY TERM, 1929

Stuart A. Culbertson ✓ 96 2-8-29-V.R.S. Thomas Kiebort — L	John J. Shryock Co. vs B. Proskowsky Issued Janu 26, 1929 Tax & writ (paid) 3.00 Shff Jones (Pfff paid) 2.60	Replevin for One gas range, one metal bedstead, one bed spring, six chairs, of the value of Fifty Dollars; Returnable to next term. Janu 26, 1929, Affidavit of value filed. Janu 26, 1929, Bond of plaintiff, with Glaire Kepler as Surety, in the sum of $100.00, filed, and security approved. Writ returned: Served the within named dependant Jan. 26, 1929, at 6:45 o'clock P.M by handing to him personally, a true and attested copy of the within writ, and making the contents thereof known to him. The defendant having failed to file the required bond within 72 hours from time of said service, the goods herein named were delivered to the within named plaintiff. So answers C. H. Jones, Sheriff.

J. Berry Eckels ✓

97

W. W. Benedict for Fonda. ✓

Consolidated Service Stations Inc.
vs.
Hugh N. Carson, Def't. and
Thomas Stanley,
Dr. Lee Fonda, Ed. von Jackey, A. B. Brannon, L. L. Antill, Lee Green, Roy Muir,
Garnishees
Issued Jan. 28, 1929.

Tax & writ (Atty pd) 4.00
Shff. Jones (Atty pd) 13.20
Pro. Greeley (Deft. pd Aug 21/29) 3.00

Of No. 232 February Term, 1928
Attachment Execution,
Returnable to next term.

To attach all and singular the goods and chattels, rights and credits of the defendant in whose hands or possession soever the same may be found, and particularly in the hands of Thomas Stanley, Dr. Lee Fonda, Ed von Jackey, A. B. Brannon, L. L. Antill, Lee Green, and Roy Muir.

Feb. 2, 1929. W. W. Benedict, Esqr., appears for Dr. Lee Fonda, Garnishee (See paper filed)

Writ returned: And now, January 31, 1929, Served the following named persons as garnishees: Dr. Lee Fonda, 121 W. Henry St.; Ed Von Jacky, 517 N. Berry St.; A. B. Brannon, 513 N. Third St.; John Antill, 406 W. Spring Street; Lee Green, 324 E. Main Street; J. Paul Ludwick, 522 W. Walnut St.; W. A. Myers, 423 N. Main Street, George Wagner, 111 N. Mailin St., Ray Shreve, 117 N. Franklin St.; E. E. Archer, Cor. Main and Washington Streets, Titusville, Crawford County, Pa.; - L. L. Antill, Hydetown Crawford County, and Ray Muir, Grand Valley, RD 2, Crawford Co., Pa.; - by handing to each of them, individually a true and attested copy of the within writ, and making the contents thereof known to them. Nihil habet as to Thomas Stanley Garnishee, and Hugh N. Carson, defendant, herein named.

So answers Daniel P. Roberts,
Special Deputy Sheriff.
C. H. Jones, Sheriff.

May 1, 1929. Interrogatories to "Thomas Stanley et al. garnishee" filed, and rule entered to answer within 10 days after service. Certified copy issued.

Same day, Interrogatories to Lee Fonda, Garnishee, filed, and rule entered to answer within ten days after service. Certified copy issued.

Same day, Interrogatories to L. L. Antill, Garnishee, filed, and rule entered to answer within 10 days after service. Certified copy issued.

Same day, Interrogatories to John Antill, Garnishee, filed, and rule entered to answer same within ten days after service. Certified copy issued.

Same day, Interrogatories to Ray Shreve, Garnishee, filed, and rule entered to answer same within ten days after service. Certified copy issued.

FEBRUARY TERM, 1929

J. Berry Eckles
95

98

Sweeney & Stevens, now for use of First National Bank in Bonneauville, Pa.,

vs

Raymond D. Smith, Administrator of the estate of Charles B. Eaton, deceased

Issued Jany 28, 1929.

Jas & writ (Plff. pd)	$ 2.00
Shff. Jones — alias (Plff. pd) 2/13/33	2.60
Pro. Greeley paid	3.75
Atty.	3.00
Shff. Jones - orig. - pd	2.00
	13.35

Summons in Assumpsit
Returnable to next term
Sm. fr. 63; Ef. 3.

Writ returned; And now, May 8, 1929, summons returned; By order of Attorney; no service made.

So answers C.H. Jones, Sheriff.

May 7, 1929, Alias summons in assumpsit issued, returnable to the first Monday of June next.

May 7, 1929, Statement of claim filed, and copy certified to Sheriff.

Alias Writ returned; And now, May 15, 1929, Served the within named 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 C.H. Jones, Sheriff.

And now, Sept. 27, 1929, Comes the plaintiff by its Atty. and enters judgment against the defendant for want of an appearance, and liquidates the same at the sum of Six hundred twenty-nine and 10/100 Dollars, with costs of suit. (See paper filed)

Debt # 629.10
Int. from Sept. 27, 1929
Sm. fr. 63; Ef. 3.
Judgment
V. L. Greeley, Prothy

Feb. 13, 1933, Received satisfaction in full of the above judgment, and I direct the Prothonotary to satisfy the same of record.

J. Berry Eckles, Atty. for Plff.

Leland J. Culbertson
99

Aug 15 1929 Read of Dickson Andrews Esq Fifty two and 55/100 Dollars as costs
V. L. Greeley Pro

Aug. 15, 1929
Rec'd of V. L. Greeley, Forthy, $25.00, Masters fee.
A. Dickson Andrews

Henrietta C. Conley
vs.
William J. Conley
Issued Janry 29, 1929

Jay & writ (Atty Pd) #	3.00
Shff. Jones	1.60
Shff. Jones, alias (Atty Pd)	1.60
Shff. Jones-proc. (Atty Pd)	8.25
A.D. Andrews, Master Fee	25.00
Pro Greeley	10.10
atty	3.00

Subpoena in Divorce
And now, January 29, 1929 Subpoena awarded, returnable to the first March next. Per Curiam
O Blare Kent, P.J.

Subpoena returned: March 4, 1929, Non est inventus as to the within named respondent. So answers C.A. Jones, Sheriff.

March 19, 1929 Alias subpoena in divorce issued, returnable to the first Monday of May next.

Alias Subpoena filed May 6, 1929: Non est inventus as to the within named respondent. So answers C.A. Jones, Sheriff.

May 14, 1929 Order issued to Sheriff to publish proclamation in divorce, returnable to first Monday of July next.

And now, July 1, 1929, I have made proclamation in the above entitled case according to law, and caused the same to be published in the Titusville Herald, a newspaper printed within my bailiwick, for four weeks successively prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached. So answers C.A. Jones, Shff.

And now, July 1, 1929, A.D. Andrews, Esq., is appointed Master as prayed for. Per Curiam (See paper filed) Com. issued.

Sept. 9, 1929 Testimony and Report of Master filed.

On Arg. List for Sep. Term, 1929, No. 11

Oct. 2, 1929, After due consideration, a divorce is decreed as prayed for, and it is further ordered that the respondent, William J. Conley, pay the costs of this proceeding. Per Curiam

Decree: And now to wit: October 2, 1929, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered adjudged and decreed: That the said Henrietta C. Conley be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Henrietta C. Conley the libellant and the said William J. Conley the respondent. And that thereupon all and every the duties, rights and claims accruing to the said libellant or the said respondent at any time heretofore, in pursuance of said marriage, shall cease and determine;

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. Culbertson
100

Ethel M. Corll
vs.
Austin R. Corll
Issued Janry 29, 1929.

Jay Lovett (Atty pd) #	3.00
Shff. Jones	1.60
Shff. Jones, alias (Atty pd)	1.60
Shff. Jones-proc. (Atty pd)	8.25
J. E. Bossard, Master 9-23-29	25.00
Pro. S Pd	10.10

Subpoena in Divorce and for custody of children,- Marianna Corll and William Corll, aged ten and eight years respectively.

And now January 29, 1929, the within petition presented, and subpoena awarded, returnable to the first Monday of March next

Per Curiam,
O. Blare Kent, P.J.

Subpoena returned March 4, 1929: Non est inventus as to the within named respondent. So answers C. H. Jones, Sheriff.

March 19, 1929, Alias subpoena in divorce issued, returnable to the first Monday of May next.

Alias Subpoena returned May 6, 1929: Non est inventus as to the within named respondent.

So answers, C. H. Jones, Sheriff.

May 16, 1929, Order issued to Sheriff for publication of proclamation in divorce; returnable to first Monday of July next.

And now, July 1, 1929, I have made proclamation in the above entitled case according to law, and caused the same to be published in the Titusville Herald, a newspaper printed within my bailiwick for four weeks successively prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached.

So answers C. H. Jones, Sheriff.

And now, Aug. 5, 1929, On motion in open Court, Jefferson E. Bossard, Esq., is appointed Master in this case. Per Curiam. (See paper filed) Com. issued.

Sept 12 1929 Testimony and Report of Master filed.

On Argt. List for Sept. Term, 1929, No. 12.

Oct. 2, 1929, After due consideration, a divorce is decreed as prayed for, and it is further ordered that the respondent, Austin R. Corll, pay the costs of this proceeding. The custody of the two minor children, Marianna Corll and William Corll is hereby awarded to the libellant, Ethel M. Corll. Per Curiam

And now, to-wit Oct. 2, 1929 this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed, of record and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed that the said Ethel M. Corll be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Ethel M. Corll and the libellant, and the said Austin M. Corll the respondent. And that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said bonds of marriage, shall cease and determine.

And the said libellant and respondent shall severally be at liberty to marry in like manner as if they had never been married. And it is further ordered that the custody of the two minor children, Marianna Corll and William Corll, be and the same is awarded to the said libellant, Ethel M. Corll.

Per Curiam

101

New First National Bank of Meadville, Pa.
vs.
Wm. G. Snyder
Entered Janry 29, 1929
Pro. Greeley (Deft.) $ 2.25

Original costs unpd:
A. L. Bates, Atty 3.00

Of No. 107 February Term, 1924
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 Sixty-two and 25/100 Dollars, being the amount of debt, interest and costs now due on the original costs.

Debt $ 62.25
Int. from ?
In. p. 20.
Judgment.
V. L. Greeley, Pro.

Credit, $ 2.25.

April 11, 1929 For value received the operation of this lien is hereby released as to operation of same on land of the defendant located in ~~Lehman Township~~ Boro of Conneautville and sold to Clyde & Mary Seaman. New First National Bank by J. W. Hunter

May 2, 1929 Full Payment & satisfaction of this judgt, debt & costs.
New First National Bank
by [illegible]
Atty.

FEBRUARY TERM, 1929

102

J. J. Bentley & Son, Bankers,
vs.
Thomas L. Nicolls and
Edare B. Nicolls
Entered Janry 30, 1929.
Pro. Greeley (Paid by Deft. T. L. Nicolls) # 2.25

Of No. 112 February Term, 1924.
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 Thirty-Six hundred Dollars, being the amount of debt, interest and costs now due on the original judgment.

Debt $3600.00
Int from Feb 28, 1928
Judgment
V. L. Greeley, Pro.

N. Pp. 16425

Feb 7, 1930 The above judgment satisfied (See paper filed)

John L. Spencer 103	In the matter of the appeal of Gid Boyer from the decision of the County Commissioners, sitting as a Board of Revision, assessing property of Appellant in East Fallowfield Township, for the year 1929 Entered Janry 30, 1929 Pro. Greeley 2-1-29 # paid 2.75	Janry 30, 1929. Appeal filed. Janry 30, 1929. Proof of notice of appeal, to County Commissioners, appellants, filed

FEBRUARY TERM, 1929

104	Venire for the 1st Monday of March 1929. Issued Feb. 2, 1929 Spo. Cl.	Venire to draw and summon fifty (50) duly qualified persons to attend and serve as Traverse jurors for the week beginning the first Monday of March next.

105	Venire for the second Monday of March 1929. Issued Feb 2, 1929 Pro G.	Venire to draw from the Jury-Wheel the names of fifty (50) duly qualified persons and Summon them to attend and Serve as Traverse Jurors for the week beginning the first Monday of March next.

FEBRUARY TERM, 1929

*

✓ 106

Priscilla McCracken
vs
John E. Rynd
Entered Feb. 4, 1929
Pro. S. (paid by Dft.) 2.25

Of No. 290 November Term, 1928
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 Twenty-five hundred Dollars, being the amount of debt now due on the original judgment, with interest from February 2, 1929.

Debt $2500.00
Int. from Feb 2, 1929
Judgment
W. L. Greeley, Prothy.

Rfp 15.

Am sci fa no 154 Feb Term 1934

Walter J. McClintock

107

Victor Johnson 2-28-29 ✓

Isaac Wells and Margaret Wells, his wife,

vs.

Park Teasdale

Issued Feb. 4, 1929

Tax & writ (plff. pd)	#	2.00
Stff. Jones (Plff. pd)		2.60
Pro. Greeley for Do. 10-12-29		7.25
Jury fee atty pd		4.00
atty		3.00
Plff. Bill of Costs		25.77

Summons in Trespass, Returnable to first Monday of March next.

Feb. 4, 1929. Walter J. McClintock, Esq. appears as atty for plaintiff. (See paper filed)

Same day, Statement of Claim filed and copy certified.

Writ returned: And now, Feb. 5, 1929, Served the within named Park Teasdale deft. by handing to him personally a true and attested copy of the within summons, together with plaintiffs' statement of Claim.

So answers F. J. Schrubb
Special Deputy Sheriff.
C.A. Jones, Sheriff.

On Trial List for 1st & 2d Mondays of Oct. 1929 ale 12

And now, October 11, 1929, a jury called and sworn as follows: 1- William W. Clark, 2- B. b. Gilson, 3- M. M. Clark, 4- Wm E. Clifford, 5- Merlin Foley, 6- Frank Welch, 7- Helen M. Stevens, 8- Frank Riser, 9- Mrs. Edith Cole, 10- Irwin Jolly, 11- Mrs. Frank Clay, 12- Mrs. Pattie Gage: twelve good and lawful persons, who upon their solemn oaths which they have taken; October 12, 1929, they find for the plaintiff Isaac Wells for the sum of Four Hundred thirty-seven Dollars, composed of these items: Damage to car #315.00; Doctors bill #45.00; Loss of earnings, #77.00: And they find for the plaintiff Mrs. Margaret Wells for the sum of Fourteen Dollars, for loss of earnings. T.p. 33.

Debt to Isaac Wells	#437.00
Debt to Margaret Wells	14.00
Interest from Oct. 12, 1929	

P page 33. Judgment on Verdict Oct. 18, 1929
V. L. Greeley, Prothy.

Fi. Fa. with clause of ba. Sa., to No. 139 May Term, 1930.

J. E. Bossard
108

Roy B. Flickinger
vs.
Zelna M. Flickinger
Issued Feb. 4, 1929.

Jax & writ (paid) 3.00
Shff. Jones (paid) 2.85
Master August Delf Esq 25.00
2-12-30
Pro Greeley mages 8.10
atty 3.00

Subpoena in Divorce.

And now, Feby 4 1929 Subpoena awarded, returnable to the first Monday of April, 1929. Per Curiam.

(Signed) C. Clare Kent P.S.

Subpoena returned. Served the within Subpoena in Divorce on the Respondent personally on the 5th day of March 1929, 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. Feb. 10, 1930 August Delf Esq. is appointed Master Per Curiam - (See paper filed). Commission issued.

Feby 12 1930 Testimony and Report of Master, filed. On Argument List for Feb 24, 1930 at No. 17

March 1, 1929. After due consideration, a divorce is decreed as prayed for. Per Curiam.

Decree: And now, to wit: March 1 A.D. 1930, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken, and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed. That the said Roy B. Flickinger be divorced and forever free from the nuptial ties and bonds of matrimony, heretofore contracted between him, the said Roy B. Flickinger the libellant and the said Zelna Flickinger the respondent. And that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage shall cease and determine;

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

Kent & Mook

109

In re Appeal of Frank M. Fleming County Treasurer from award of County Commissioners and County Auditors as to Salary of County Treasurer and that of his clerks.
Entered Feb. 4, 1929

Pro. Greeley 12-31-29 paid 2.75
" " since pd- 2.50

Feb. 4, 1929, Appeal presented in open court, and thereupon it is ordered that the said appeal be filed, and that a hearing be had on said appeal on Monday, March 18, 1929, at 10 o'clock A.M.
Per Curiam.

July 1, 1929, Opinion of Court filed, with this order:

Now, July 1, 1929, this case came on to be heard on appeal and argument of counsel in open court, and upon due consideration thereof, together with the surrounding facts and circumstances, it is ordered and adjudged that the appeal, insofar as the same relates to the fixing of compensation for the County Treasurer of Crawford County for the year 1929, be and the same is hereby sustained, and insofar as the appeal relates to the fixing of compensation for the treasurers deputy and clerk, the same is hereby dismissed; and it is further ordered and decreed that Frank M. Fleming, County Treasurer, shall receive in full compensation for his services on behalf of the County, for the year 1929, a commission of five mills, or one half of one per cent, on all moneys received and paid by him, said compensation not to exceed the maximum limitation of $4000.00, and that such rate shall be effective from January 1, 1929. Per Curiam (See opinion filed.)
July 1, 1929, Copy Order issued to Comrs.

FEBRUARY TERM, 1929

Donald C. Thompson	✓ Charles P. Flaugh, ✓ William Miller, ✓ Lewis G. Duvall, ✓ Arthur Rieman and ✓ Charles Burkhardt, Relators, vs. Howard R. Konover, Edwin E. Dane, and A. B. Kutshall, Commissioners of Crawford County, Penna Issued, Feb. 4, 1929 Pro. Greeley 2-14-29 acty pd 3.00	Alternative Mandamus; Returnable to fourth Monday of February next. Directed to the County Commissioners of Crawford County, commanding them to draw a warrant upon the County Treasury for $76.50, being the amount of the compensations claimed by the members of the election board of the first precinct of the Third Ward, City of Meadville, or show cause to the contrary in answer to said writ. And now to wit, February 4, 1929, upon hearing the within petition, an alternative writ of mandamus is granted returnable to fourth Monday of February, 1929, at 10 o'clock A. M. Service to be made in accordance with the act of Assembly in such cases made and provided. Per Curiam. (See petition filed)

110

Feb. 14, 1929. Counsel agree upon a case stated. See No. 4 May Term, 1929.

August Delp Myrtle L. Webb 111	✓	In the matter of the assignment of Mabel E. Inmann and George D. Inmann, her husband to James S. Hotchkiss, for the benefit of Creditors. Entered Feb. 4, 1929. Pro. Greeley 4.25	And now, February 4, 1929, upon due consideration of the within petition, Louis A. Miller and H. Werley are hereby appointed appraisers of the assigned estate of Mabel E. Inman and George D. Inmann, and set aside their legal exemptions as provided by law. Per Curiam. (See petition filed) Same day, Clerk of appointment issued. March 7, 1929. Inventory and appraisement filed. Real estate $2500.00; Personal property, retained by assignor as exempted $260.00 March 7, 1929, Bond of J. S. Hotchkiss, assignee, with Chas. V. Hall as surety, in the sum of $5,000.00, approved by the Court and filed.

112.

In re Indexes:
Petition of Prothonotary for instructions regarding new sets of indexes to appearance dockets as well as plaintiff index to D.S.B. dockets, and an Ejectment and Miscellaneous Index.
Entered Feb. 4, 1929

Pro. Greeley 3.00

Feb. 4, 1929 Petition filed in open court

Order of Court: And now, February 4, 1929, upon due consideration of the within petition, it is ordered that the committee appointed at No. 74 February Term, 1924, and the committee appointed at No. 79 February Term, 1925, be relieved and discharged from further consideration of the matters committed to them respectively; and Paul E. Thomas, Donald B. Thompson and Walter J. McClintock are appointed a committee to examine concerning the several matters herein submitted by the Prothonotary, and make report to the court on or before the first Monday of April, 1929.

(See petition filed) Per Curiam.

Feb. 4, 1929, certified copy of petition and order issued to committee.

Feb. 23, 1931 Report of committee filed in open court, being as follows:

To the Honorable O. Clare Kent, Judge of said court:

The committe appointed in the above matter respectfully reports:

(a) That the Prothonotary shall be directed to install a separate index to plaintiffs in the D.S.B. Docket, which said index shall include all plaintiffs and assignees of plaintiffs, and that said index shall contain only the names of the parties to said actions and the number, term and year of said action; that said index shall contain all matters so required to be indexed, from to the present time; that said index shall be the form known as the Kottco Universal index and shall be contained in twelve (12) separate volumes.

(b) That there shall be established an index to be known as the Ejectment and Miscellaneous Index; that said index shall include all actions of ejectment, appointments of guardians or committees for lunatics or habitual drunkards, or weak-minded persons, divorce actions; separations; condemnations; rules to bring ejectment; change of names; assignments for the benefit of creditors; sequestrations; appointments of trustees with relation to real estate, feme sole traders; receivers; estrepements; specific performance of contracts; habeas corpus for the custody of children; adoptions and all equity and other proceedings affecting real estate; that said indexes shall be the form known as the Kottco Universal Index, and that the same shall contain two columns for the names of the parties, the first column to be headed Respondents.

Continued on page 514

Otto Kohler 113	Petition of James S Masson for appointment of a Guardian for James A. Masson, of the City of Meadville, as a person of weak mind. Entered Feb. 5, 1929. Geo. Greeley 4-22-29 paid 5.00	Feb. 5, 1929 Petition presented in open Court and filed. M. p. 91 And now, February 5, 1929 upon presentation of within petition, Monday, February 25, 1929, 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 James A. Masson and the other members of his family residing within the jurisdiction of the Court by service of copy of petition and order on each of them. Per Curiam (See paper filed) Feb 9, 1929 Proof of service of notice on respondent, filed. Decree: And now, February 25, 1929, it appearing that service of notice of application and hearing in this matter was duly made upon James A. Masson, and after testimony taken and due consideration thereon, the Court finds that James A. Masson is a person of weak mind and not capable of taking care of his own property, and thereupon the New First National Bank of Meadville is appointed Guardian to take care of the property of said James A. Masson, security in the sum of $2,000.00 to be filed. Per Curiam (See paper filed) Feb. 26, 1929 Bond of New First National Bank of Meadville in the sum of $2,000, approved by the Court and filed

Leland J. Culbertson

114

The Federal Land Bank of Baltimore, Maryland

vs.

Ferdinand Drevelo and Augusta Drevelo, his wife, mortgagors;
A. M. Cunningham and Myra J. Cunningham, his wife, former owners; and Albert Moore, real owner and terre tenant.

Issued Feby 7, 1929.

	#
Tax & writ (Atty fee)	3.00
Rec. Hood	.50
Sheriff Jones et al. (fee)	5.90
Shff Jones - alias (Atty fee)	2.00
Pro. P. for Co.	4.25
Atty,	3.00

Scire Facias sur Mortgage recorded in Mortgage Book 102, page 29. Returnable to First Monday of March next.

Feb. 7, 1929. Affidavit of ownership of land filed.

Writ rets: (a) And now, Feb. 26, 1929, I hereby deputize the Sheriff or his deputy of Mercer County, Penna, to serve this writ.
Lot H. Jones, Sheriff.

(b) March 1, 1929, I served the within writ upon the defendant-terre tenant, Albert Moore, by handing a true and attested copy of same to Albert Moore personally at his home in Mercer County, and by making known the contents thereof. The deponent says he is the within named defendant.
So answers D. K. Callahan,
Sheriff of Mercer County

(c) Now, March 7, 1929, writ returned; Served the within named Albert Moore by deputizing the Sheriff of Mercer County, Pa., as per his return hereto annexed. Nihil habet as to all others herein named. So answers L. H. Jones, Sheriff.

March 22, 1929. Alias Sci. Fa. sur Mortgage issued, returnable to first Monday of April next, - against Ferdinand Drevlo and Augusta Drevlo, his wife, mortgagors, and A. M. Cunningham and Myra J. Cunningham, his wife, former owners, (the real owner and terre tenant, Albert Moore, having been served heretofore).

Alias writ returned: And now, April 16, 1929, writ returned: - Nihil habet as to Ferdinand Drevlo and Augusta Drevlo, his wife, mortgagors, and A. M. Cunningham and Myra J. Cunningham, his wife former owners. So answers - L. H. Jones, Sheriff.

And now, April 16, 1929. On motion of plaintiffs Attorney judgment is entered for want of an appearance by any of the defendants, and liquidated at the sum of Eight thousand one hundred eighty-three and 02/100 Dollars. (See paper filed)

Debt $8183.02
Int. from April 9, 1929.
Judgment.
V. L. Greeley, Pro

D. 20, 56, 641, 29, M. 91.

Lev. Fac. to No. 82 May Tr. 1929.

10-9-30 V. L.J.
Boland + Boland
Insley P.J. Best
N.N.S. 8-18-30
115
vs
D. V. Johnston

Elizabeth Weisman
vs.
Edna Johnston
Entered Feb. 7, 1929
#

Tax & entry (Defts. pd)	1.50
Costs on Trans. (pd by D)	10.35
Bro. Greeley	8.50
Jury fee	4.00
Atty	3.00

Appeal by Defts. from Judgment of A.A. Boynton Alderman.
Oct. 9, 1930. Plaintiffs statement of claim filed. Service accepted.
Dec. 12, 1930 Affidavit of defense and counter claim filed.
Dec. 30, 1930 Plaintiffs Reply filed.
Dec. 30, 1930 Amendment to Plaintiff's Statement of claim filed by agreement of counsel
On Trial List for 1st & 2d Monday of Janry, 1931, No. 2.
And now, Jan. 6, 1931, Jury called and sworn as follows: 1- Clarence Williams, 2- Fred A. Rush, 3- Winter McMaster, 4- Harry Gebhart, 5- Ralph Wagner, 6- William Houck, 7- Miss Christine McKennon, 8- Mary Platt, 9- Herbert L. Bowen, 10- Mrs. Louise Smith, 11- Mrs. Della Holder, Mrs. Florence Shaffer: Twelve good and lawful persons who upon their solemn oaths which they have taken say January 8, 1931, they find for defendant in the sum of One Dollar, with interest from June 20, 1928.
W. p. 53.
And now, Jan. 12, 1931, Motion on part of plaintiff for a new trial filed, and a rule to show cause granted, returnable to the fourth Monday of February, 1931, Per Curiam
On Argt. List for Feb. Term, 1931, No. 9.
Feb. 24, 1931, By agreement of counsel, rule discharged Per Curiam.

FEBRUARY TERM, 1929

Kent and Mook 116	L. M. Bell vs. J. W. Dahl. Issued Feb. 8, 1929 Jay & Wirt (Bff.pd) $3.00 Shff. Jones	Replevin for one white mule, one brown mule, and one iron wheeled wagon with hayrack thereon. Also, a doubletree and neckyoke, - of the value of one hundred twenty-five dollars; Returnable to the first Monday of March next. Feb. 8, 1929, Affidavit of value filed Same day, Bond of Bff. with Kenneth G. Burns as surety, in the sum of $300.00 approved and filed.

Wesley B. Best 117	The National Packing Company, doing business as the Virginia Packing Company vs. Sam Sugar, doing business as the City Produce Company Entered Feb. 8, 1929. Jax Sentry (Paid by Pltf. atty) 1.50 Costs on Trans. Dft. pd 14.05	Appeal by Deft. from Judgment of A. L. Boynton, Alderman. Feb. 20, 1929. Statement of claim filed.

FEBRUARY TERM, 1929

118	Leach Smith Clothing Store vs. Mrs. G. H. Kepner Entered Feb. 11, 1929 Jay County (Ind.) paid $1.50 Costs on Trans. 3.35	Appeal by Defts. from Judgment of Ralph A. Schrubb, Alderman.

Augustus Delp and
Curtis L. Webb for rule. 119
Leland J. Culbertson

Charles Lathom
vs.
Arcangelo Corfilio
Entered Feb 11, 1929.

Tax & entry (pd by Pltf) 1.50
costs on Tax (1.50 pd by Pltf) 6.00
Geo. Greeley on rule.

Appeal by Deft from Judgment of William G. Smith, Alderman.

And now, Feb. 25, 1929, On motion in open court, a rule to show cause granted why appeal should not be stricken off. ~~#~~ returnable to first Monday of April, 1929, at 10 A.M. Per Curiam.
(See paper filed)

Our petition of Deft:

And now, March 1, 1929, upon consideration of the foregoing petition, a rule to show cause is granted why the appeal bond should not be perfected and reformed in accordance with the averments set forth in the foregoing petition.
(See paper filed) Per Curiam.

March 25, 1929. Answer of Deft. to petition to strike off appeal filed.

And now, May 20, 1930, comes Curtis L. Webb, Esq., Attorney for the plaintiff above named, and suggests that Arcangelo Corfilio died on or about Oct. 21, 1929, and that letters of administration were issued to George B. Wright, who is substituted as defendant herein. And by direc- of Pltff. Attorney this action is indexed "in the Judgment index as a lien against said decedent's estate as provided by the Act of Assembly of 1917, Section 15" (See paper filed) "P" page 35.

FEBRUARY TERM, 1929

August Delt. Curtis & Webb for Rule. 120

Leland J. Culbertson

Wm. H. Howard
vs.
Arcangelo Porfilio
Entered Feb. 11, 1929.

Jas. Gentry (pd by Def.) 1.50
Costs on Trans. $1.50 Paid by Def. 0.10
Pro. S. on Rule

Appeal by Deft. from Judgment of William S. Smith, Alderman.

And now, Feb. 25, 1929, On motion in open Court, a rule to show cause is granted why appeal should not be stricken off; returnable, first Monday of April, 1929, at 10 o'clock A.M.
(See paper filed) Per Curiam

Sur petition for deft.:

And now, March 4, 1929, upon consideration of the foregoing petition, a rule to show cause is granted why the appeal bond should not be perfected and reformed in accordance with the averments set forth in the foregoing petition. Per Curiam.
(See paper filed)

March 25, 1929, Answer of Deft. to petition to strike off appeal filed.

And now, May 20, 1930, comes Curtis & Webb, Esq., attorney for the plaintiff above named, and suggests that Arcangelo Porfilio died on or about October 21, 1929, and that letters of administration were duly issued to George B. Wright, who is substituted as defendant herein. And by direction of plaintiffs said attorney, said action is entered "in the judgment index as a lien against decents real estate as provided by the Act of Assembly of 1917, Section 15." (See paper filed) "B" page 35.

Fred C. Boland vs. Otto Kohler 12	National Manufacturing Company vs. Charles N. Crosby Entered Feb. 11, 1929. # Jar & entry (paid) 1.50 Costs on Trans. (pd by Def) 5.40	Appeal by Deft. from judgment of Jas. D. Roberts, Alderman March 12, 1928, Plaintiffs statement of claim filed This case is settled. June 25, 1929. Fred C. Boland

FEBRUARY TERM, 1929

Stuart A. Culbertson	J. A. Mansteller, doing business under the name of Hartstown Milling Company, vs. George Bunn and Charles Bunn. Entered Feb. 11, 1929	Appeal by Defts. from Judgment of Fred L. Kahl, Justice of the Peace.
Otto Kohler 137		
	Tax (entry (paid by Pltf)) $ 1.50	
	Costs on Trans (paid by Pltf) 13.30	
	Pro. Greeley 1.25	And now Oct. 25, 1929 received satisfaction in full of the above judgment debt interest and costs and I hereby authorize the prothonotary to satisfy the same of record.
	Attys 3.00	Stuart A. Culbertson Attorney for Plaintiff.

And now, July 7, 1930, On motion in open court, judgment of Non pros. granted for want of a declaration or statement of claim. Per Curiam. (See paper filed)
M. p. 103; Firm, p. 53 Judgment
V. L. Greeley, Prothy

123	✓ F. E. Harper vs. ✓ Wm. H. Dederick Entered Feb. 11, 1929. Jax twrk (pd by Dft) 1.50 Costs on Trans. 5.60	Appeal by Deft. from Judgment of Ralph A. Schmitz, Alderman.

FEBRUARY TERM, 1929

1	In re Annual Report of the County Auditors for the Fiscal Year ending at 12 o'clock noon on the First Monday of January 1929. Entered Feby 11, 1929 Geo. Greeley	February 11, 1929 upon presentation of the within County Auditors report the same is hereby ordered to be filed. Per Curiam. For petition of Frank M. Fleming County Treasurer to annul and strike off surcharges in Auditors report, See No 78 Feb. Term, 1930.

Stuart A. Culbertson 2	Petition of George B. Brink for appointment of a Guardian for Mrs. Julia Wing of the Borough of Cambridge Springs aged 92 years, as a person of weak mind. Entered Feb. 11, 1929 # Geo. Greeley 5.00	Feb. 11, 1929, Petition presented and filed in Open Court W. P. And now, February 11, 1929, upon presentation of the within petition it is ordered that a hearing be held on the 18th day of March, 1929, at ten o'clock A. M., and it is directed that all interested parties be notified by registered mail ten days before the hearing setting forth the time of the hearing and the nature thereof, and also notice to be given to the said Mrs. Julia Wing (See Petition) Per Curiam. And now, March 18, 1929, this cause coming on for hearing, and after hearing of testimony, and it appearing that due and legal notice of this hearing was given, and it appearing that it would be impossible for the said Julia Wing to be present, the Court orders, adjudges and decrees the said Mrs. Julia Wing to be a person of weak mind, and appoints George B. Brink of Cambridge Township, Guardian of her estate. Bond in the sum of One Thousand Dollars to be approved by the Court, required. Per Curiam. (See paper filed.) March 19, 1929, Proof of service of notice of hearing filed. ~~And now, March 18, 1929 this cause coming on for hearing and after hearing of testimony, and it appearing that due and legal notice~~ Entered before.—See above. May 7, 1929 Bond of George B. Brink, Guardian, with Ray Brink and D. D. Goshorn as Sureties, in the sum of $1000.00, approved by the Court and filed.

Leland J. Culbertson
3

Charles B. Gordon
vs
Pearl H. Gordon
Issued Feb. 14, 1929

Tax writ (Atty pd) 3.00
Shff. Jones ---
H. J. Schrubb on sub. (pd) 2.85
John Schuler Master
Geo. Greeley, (Paid by Sib. per Atty 5/16/29) 8.10
Atty.

Subpoena in Divorce and for custody of child, Charles W. Gordon.
And now, Feby 14, 1929, the within petition presented in open Court, and Subpoena awarded, returnable to the first Monday of April, 1929. Per Curiam
(Signed) O. Clare Kent P.J.

Subpoena returned: H. J. Schrubb makes affidavit: "That he served the within writ upon the respondent herein named on February 15, 1929, at 2 o'clock P.M., at her place of residence No. 716 N. Main Street, Meadville, Crawford County, Pa., by handing to her personally a true and attested copy of the within writ, and making the contents thereof known to her." So answers, H. J. Schrubb.

And now, April 1, 1929, John Schuler, Esq., is appointed Master to take testimony and make report in the above case. Per Curiam. (See paper filed)

-Com. issued.-

May 6 1929 Testimony and Report of Master filed.
On Arg. List for May Term, 1929 No 21.

Now, May 28, 1929, After due consideration, a divorce is decreed as prayed for, and the custody of Charles W. Gordon, minor son, is hereby awarded to libellant. Per Curiam.

Decree: And now, to-wit: May 28, A.D. 1929, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed. That the said Charles B. Gordon be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him, the said Charles B. Gordon, the libellant, and the said Pearl H. Gordon, the respondent. And that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent, at any time heretofore, in pursuance of said marriage, shall cease and determine; And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married. And it is further ordered that the custody of Charles W. Gordon, minor son, be and is hereby awarded to said libellant, Charles B. Gordon.

Per Curiam.

Donald C. Thompson

Dickson Andrews

Charles G. Flaugh, William Miller, Lewis G. Duvall, Arthur Rieman and Charles Burkhardt, Plaintiffs,

vs

Howard R. Conover and Edwin E. Dane and H.B. Pritchall, Commissioners of Crawford County, Pennsa, Defendants

Entered Feb. 14, 1929

	#
Pro. S. (Atty pd)	2.00
Pro S. since	3.00
atty	3.00
Sat	.25

Case Stated,

Based upon petition for Alternative writ of Mandamus at No. 110 February Term, 1929. Filed Feby 14, 1929

On Argument List for Feb. Term, 1929, No. 16. Feb. 26, 1929, Argued-B.A.V.

July 1, 1929, Opinion of Court filed, concluding as follows:

"After careful consideration of all questions and matters submitted in the instant case, we are of the opinion that the plaintiffs are by law entitled to but one days pay at the maximum amount of Ten Dollars (#10.00) for each election officer, together with the original amount of #1.50 to the judge for making and filing returns, and we hereby state the same as follows:-

"Five officers at #10.00 (maximum) #50.00.

"Return Judge 1.50

"Total #51.50"

Order: "Now, July 1, 1929 judgment is hereby entered in favor of the defendants, and the petition for writ of alternative mandamus is hereby dismissed at the cost of said plaintiffs." Per Curiam (See opinion of Court filed)

Fp. 11, Mfp. 94, Dfp. 58, Rfp. 35, Bap. 32. Judgment

W. L. Greeley, Prothy

Thomas & Thomas 5	O. H. Rondebush vs J. W. Little Issued Feb. 18, 1929		Of No. 214 September Term, 1922. Scire Facias to revive and continue the lien of the above judgment. Returnable to first Monday of March next. Writ returned: March 4, 1929. Nihil habet as to the within named deft. So answers, C. A. Jones, Sheriff. March 6, 1929, Alias Sci. Fa. suv judgment issued, returnable to first Monday of April next. Alias writ returned April 1, 1929: Nihil habet as to the within named deft. J. W. Little. So answers C. A. Jones, Sheriff.
		Gro. Greeley (paid)	$ 2.25
		Shff. Jones (paid)	2.00
		Shff. Jones, alias (paid)	1.60
		Pro. S. for Co	

MAY TERM, 1929

Thomas & Kiebort 6	Leonard L. Sterling vs Florence M. Sterling Issued Feb. 19, 1929 #	Subpoena in Divorce And now, February 19, 1929, Subpoena awarded, Returnable to first Monday of April, 1929. Per Curiam (Signed) O. Clare Kent, P.J. Subpoena returned: Served the within Subpoena in Divorce on the Respondent personally, on the 19th day of February, 1929 by delivering to her a true and attested copy of the same and making known to her the contents thereof, as appears from affidavit as above. So answers Chas. H. Jones, Sheriff And now, May 6, 1929, On motion in open Court, Wesley B. Best, Esqr. appointed Master in above case. Per Curiam (See paper filed) Com. issued.
	Tax & writ 3.00 Shff. Jones, (pd by Atty) 2.60 Master W. B. Best Pro. S. 2.00 Atty 3.00	

Sept 2, 1930, Recd of Fio. Greeley $5.60, docket fee and Shff. costs
E. C. Fichtner

Sept 2 1930 Recd of Plaintiff Ten and 60/100 Dollars as Costs
V. L. Greeley Pro

Boland & Boland J. E. Boisard	Ireland Brothers vs. F. J. Keefe Entered Feb 21, 1929 # Jax & entry (Dft. paid) 1.50 Costs on Trans (pd by Dft) 7.45	Appeal by Deft from Judgment of James D. Roberts, Esq., Alderman. May 27, 1929 Plaintiffs statement of claim filed. Service accepted by Plffs atty.

J. Berry Eckels 8	Thos. L. Nicolls now for the use of First National Bank in Connellsville, Pa., vs Clarke H. Nicolls Entered Feb. 23, 1929 Gro. Greeley Esq. Pffs. Atty $ 2.25 3.00	Of No. 284 February Term, 1924 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 deft. with all the waivers and conditions contained in the original judgment note, for the sum of Seventeen thousand one hundred nineteen and 50/100 Dollars, being the amount of debt, interest and costs now due on the original judgment. $ Debt 17,119.50 "Without interest." N. p. 26 Judgment. V. L. Greeley, Pro. July 29, 1930 Received satisfaction in full of the above judgment. J. Berry Eckels Attorney for Plaintiffs.

Kent & Mook
9

James Rumsey
vs
B. W. Garkhuff and
Rilla Garkhuff
Issued Feb. 23, 1929

Jay & work (Atty, K-pd)		2.00
Shff Jones (Atty pd)		7.00
Pro. Greeley	6-14-29 pd	2.75
Atty		3.00
Sat	Pd	.25

Summons in Assumpsit, Returnable to first Monday of April next.
Feb. 23, 1929, Statement of claim filed.
Writ returned: Served on defendants March 5, 1929, at their home, by handing a true and attested copy of summons to them personally.
No answers C. A. Jones, Sheriff.
And now April 1, 1929, On motion of plaintiffs attorney, judgment is entered in favor of plaintiff and against the defendants, for want of an affidavit of defense, and liquidated at the sum of Four hundred thirty and 70/100 Dollars, with costs of suit (See paper filed)
Debt $430.70
Int. from April 1, 1929.
Ka. pp. 4 & 35 Judgment
V. L. Greeley, Prd.

Now, June 14th, 1929, received satisfaction of the above debt, interest and costs
James Rumsey

Donald C. Thompson 10	W. L. Shields vs. Emma J. Hanna Issued Feb. 25, 1929 Jay & writ (~~atty~~ paid) 2.75 Shff. Jones (~~Atty fee~~) 6.80 Rec. Hood, Reed paragraph W.H. 50 4-24-29- Rec'd 1.- Pro Greeley since 1.25	Scire Facias sur Mortgage recorded in Mortgage Book 134 page 216, Returnable to first Monday of April next. Feb. 25, 1929 Affidavit of Plff. as to amount of claim and owned of land filed. Writ returned: Service made on March 5, 1929, at 3:35 P.M., on Arch Hanna, son of defendant (an adult member of her family) at his place of business, Townville, Pa. So answers Chas. F. Jones, Sheriff 4-24-1929: This debt having been paid in full with interest and costs, this action is accordingly discontinued. Donald C. Thompson, Attorney for Plaintiff.

Boland & Boland
11

Blanche Baker
vs.
Harry M. Baker
Issued Feb. 25, 1929
#

Tax & writ (paid)	3.00
Shff. Jones (paid)	1.60
Shff Jones - alias (pd)	1.60
Shff. Jones - proc. (paid)	8.25
S.A. Culbertson, Master (pd 9-25-29)	25.00
Pro Prothy paid	10.10
atty	3.00

Subpoena in Divorce
And now, Feb 25, 1929, the within petition presented in open Court, and subpoena awarded, returnable to the first Monday of April A.D. 1929. Per Curiam.
(Signed) O. Blare Kent, P.J.

Subpoena returned April 1, 1929. Non est inventus as to the within named respondent
So answers Chas. Jones, Sheriff

April 2, 1929. Alias Subpoena in divorce issued returnable to 2d Monday of May next.

Alias subpoena retd May 13, 1929. Non est inventus as to the within named respondent. So answers C. A. Jones, Sheriff.

May 13, 1929. Order issued to Sheriff to publish proclamation in divorce, returnable to first Monday of July next.

And now, July 1, 1929, I have made proclamation in the above entitled case according to law, and caused the same to be published in the Enterprise-News, Cambridge Springs, Pa, 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, July 1, 1929, Stuart A. Culbertson, Esq., is appointed Master to take testimony and make report. Per Curiam.
(See paper filed) Copy issued.

Aug. 2, 1929, Testimony and report of Master filed.
On Argt. List for Sep. Term, 1929, No. 13

Oct. 2, 1929, After due consideration, a divorce is decreed for, and it is further ordered that the respondent Harry M. Baker, pay the costs of this proceeding. Per Curiam.

Decree: And, now to wit Oct. 2, 1929 this cause came on to be heard on libel subpoena, subsequent proceedings and evidence, therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed, that the said Blanche M. Baker, be divorced and forever separated from the nuptial ties and bonds of Marriage heretofore contracted between her, the said Blanche M. Baker, the libellant and the said Harry M. Baker the respondent, and that thereupon all and every the duties and claims accruing to either the said libellant or the said respondent at any time hereafter, in pursuance of said marriage, shall cease and determine, and the said libellant and respondent shall severally be at liberty to marry again in like manner, as if they had never been married. Per Curiam.

Thomas & Kiebort ✓ 12	Grace E. Manuel vs. Frank J. Manuel ✓ Issued Feb. 25, 1929.	Subpoena in Divorce And now Feb. 25, 1929 Subpoena awarded; Returnable to first Monday of April, 1929. Per Curiam. Signed O. Clare Kent P.J. Subpoena returned: Served the within Subpoena in Divorce, on the Respondent personally on the 23d day of March, 1929 by delivering to him a true and attested copy of the same and making known to him the contents thereof, as appear from affidavit as above. So answers, Chas. H. Jones Shff. And now, April 13, 1929, Otto A. Stolz, Esq. is appointed Master in the above stated case. Per Curiam. (See paper filed) Com. issued May 11, 1929 Testimony and report of Master filed On Argument List for May Term, 1929, No. 22. Now, May 28, 1929, After due consideration, a divorce is decreed as prayed for, and it is further ordered that the respondent, Frank J. Manuel, pay the costs of this proceeding. Per Curiam. Decree: And now, to wit: March 28, A.D. 1929, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true; it is by the Court ordered, adjudged and decreed. That the said Grace E. Manuel be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Grace E. Manuel, the libellant, and the said Frank J. Manuel the respondent. And that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage, shall cease and determine; 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.
	Jax & writ (pd Feb 26/29) #	3.00
	Shff. Jones (pd by R. atty)	2.60
	Otto A. Stolz, Master (pd 5-13-29)	25.00
	Geo. Greeley for Co. paid	8.10
	Atty	3.00

Alb. Victor Johnson 13	James R. Hannah vs. May E. Hannah Issued Feb. 25, 1929 Tax & writ (pd Feb 28th) 3.00 Shff. Jones (atty pd) 2.60 Cro. to for County	Subpoena in Divorce. And now February 25, 1929, Subpoena awarded, Returnable to the first Monday of April, 1929. Per Curiam. (Signed) O. Clare Kent, P.J. Subpoena returned: Chas. H. Jones, Sheriff makes affidavit, "That he served the within Subpoena in divorce upon May E. Hannah the respondent therein named on the 7th day of March, 1929, at the City of Meadville, by delivering to her a true and attested copy of the within subpoena in divorce, and making known to her the contents thereof." March 11, 1929, Answer of respondent filed. And now, March 11, 1929, upon consideration of the foregoing petition, a rule is hereby granted upon the said James R. Hannah, the libellant, to show cause why he should not pay the respondent alimony pendente lite and counsel fees and expenses in maintaining this action; Returnable to the first Monday of April, 1929. Per Curiam (See paper filed) April 1, 1929, Replication of Libellant filed. April 1, 1929, Answer of Libellant to Rule filed. On Arg. List for May Term, 1929, No. 10. May 31, 1929, Hearing had, and order for Attorney-fee $25.00 entered, with right to present motion for increase upon final conclusion of case. Per Curiam. ~~Decree~~ And now, Nov. 5, 1929, On motion in open Court, Wesley B. Best, Esq., is appointed Master to take testimony and report thereon to the Court. Per Curiam. (See paper filed) Same day, Cert. of appointment issued.

S. W. Benedict 14	Petition of Anna Marie Beresia to be decreed and declared to be a Feme Sole Trader under act of May 25, 1915 as amended by act of May 11, 1927 Entered Feb. 25, 1929 Pro Speeley 8-21-30# atty fee 5.00	Feb. 25, 1929, Petition presented in open Court and filed. And now, to wit, February 25, 1929, upon presentation of the within petition, rule to show cause is granted returnable March 19, 1929, at 10 o'clock A. M.; Notice to be served upon Lorenzo Beresia of said hearing, to be published once a week for two weeks, in Titusville Herald of Titusville, Pa. Per Curiam (See petition) March 19, 1929, Hearing continued to Monday April 1, 1929, at 10 o'clock A.M. Per Curiam (See petition) April 1, 1929, Proof of publication of notice filed. Decree. And now, April 1, 1929, this matter having been continued from March 19, 1929, to April 1, 1929, came on for hearing, and Lorenzo Beresia, husband of the petitioner, not appearing, and it appearing by proof filed that publication of notice by publication was duly made in Titusville Herald, in compliance with the order of Court, testimony of witnesses in behalf of the petitioner were heard by the Court, and it appearing from the evidence that Lorenzo Beresia, husband of the petitioner, has deserted the petitioner and their child for more than one whole year prior to the presentation of the petition in this case, and has not contributed anything or in any manner to the support of the petitioned and their child and that the petitioner has supported herself and their child by her own industry, and that petitioner is the owner in her own right of sundry pieces of real estate in this Commonwealth and is conducting a mercantile business therein, and that of right she should be entitled to the benefits conferred by Act of May 28, 1915, as amended by the Act of May 11, 1929, it is ordered and decreed that the said Anna Marie Beresia be and she is hereby decreed to be a feme sole trader, with full power to sell, lease, mortgage, or otherwise dispose of her real estate in this Commonwealth without the joinder of her said husband, and all rights, powers and privileges conferred upon feme sole traders under the said acts of Assembly. Per Curiam (See paper filed) (Signed) O. Blare Kent, P.J. April 1, 1929, Certified copy of decree issued for petitioner.

Charles B. Stegner
15

Raymond L. Palmer
vs.
Alma Van Sickle Palmer
Issued Feb 25, 1929
#

Tax + writ (Atty paid) 3.00
Shff. Jones (pd by atty) 1.60
Shff. Jones - alias (Atty pd) 1.60
Shff. Jones - Proc. (pd) 10.65
C.W. Benedict, Master 25.00
Pro. Gruley 9-14-29 Pd 10.10
atty 3.00

Subpoena in Divorce
And now, Feb. 25, 1929 Subpoena awarded, Returnable to first Monday of April next. Per Curiam.
(Signed) O. Blair Kent, P.J.

Subpoena returned April 1, 1929: Non est inventus as to the within named respondent. So answers,
C. A. Jones, Sheriff.

April 1, 1929, Alias Subpoena in divorce issued, returnable to first Monday of May next.

Alias Subpoena returned May 6, 1929: Non est inventus as to within named respondent. So answers, Chas. A. Jones, Shff.

May 13, 1929 Order issued to Sheriff to publish proclamation, returnable to first Monday of July next.

And now, July 1, 1929, I, C. 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 Linesville Herald and Titusville Herald, newspaper printed within my bailiwick, for four weeks successively prior to return day thereof, as per copies of said proclamation and proofs of publication hereto attached. So answers C. A. Jones, Sheriff.

And now, July 1, 1929, C. W. Benedict, Esq. is appointed Master in this case. Per Curiam. (See paper filed) Com. issued.

Sept 13, 1929 Testimony and Report of Master filed.

On Argt. List for Sep. Term, 1929, No. 14

Oct 2, 1929, After due consideration, a divorce is decreed as prayed for. Per Curiam.

Decree: And now to wit Oct 2, 1929, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed: That the said Raymond L. Palmer be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between him the said Raymond L. Palmer, the libellant and the said Alma Van Sickle Palmer, the respondent. And that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage shall cease and determine.

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

MAY TERM, 1929

J. E. Bossard 16.	Grace Woodring vs. Hazel Woodring Issued Feb. 26, 1929 Tax & writ (Atty pd) 3.00 Chas. Jones (Atty pd) 2.60 F. E. Boland, Master Bro. Greeley Atty	Subpoena in Divorce. And now, Feb. 26, 1929 subpoena awarded as prayed for, Returnable to first Monday of April next. (Signed) Per Curiam O. Clare Kent, P.J. Subpoena returned: Served the within subpoena in divorce on the respondent personally on the 18th day of March, 1929, 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, April 1, 1929, On motion in open Court, Fred E. Boland, Esq., is hereby appointed Master to take the testimony & witnesses, and make report thereon to the Court according to law. Per Curiam. (See paper filed) Com. issued.

J. Perry Eckels ✓

17

Meadville Lumber Company
vs.
Schwartz Store Front Manufacturing Company, Incorporated.
Issued Feb 27, 1929.

Tax $ writ $2.75 Atty fee $3.00
Shff. Jones (Atty fee) 3.00

Foreign Attachment in Assumpsit, Returnable to first Monday of April next. Bail to dissolve, $288.22.

To attach goods and chattels, moneys, lands, credits and interests of the defendant, in the hands, possession or control of John Ferris and Charles A. Ferris, copartners trading as Ferris Brothers, and of any other person or persons as garnishees.

Now

Writ returned. The Sheriff attached property of dft. as commanded, and served the writ on Ferris Bros. garnishees on Feb. 27, 1929. For return at length, see Writ.

Now March 13 1929, I direct the Prothonotary to enter a discontinuance in the above entitled case.

J. Perry Eckels
Atty. for Plff.

MAY TERM, 1929

18

Louise E. Gates Quay
vs
De Witt Brown and
Arthur Brown
Entered March 1, 1929
Pro. Greeley (Plff. pd) $ 2.25

Of No. 33 May Term, 1924
Amicable Scire Facias sur Judgment
It is agreed That the Prothonotary of said Court enter an Amicable Scire on the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defts 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 interest and costs now due on the original judgment

Debt $ 500.00
Int. from Feb. 6, 1929
Judgment
V. L. Greeley, Pro.

Br. p. 57 & 17.

May 7, 1934 Received satisfaction in full of the above judgment debt, interest and costs.

Louise E Gates Quay

X

C. W. Benedict
19

Franks J. Lyons + 4-1-29 V.F.G.
Donald C. Thompson.

Howard Knapp
vs.
Cornplanter Lumber Company, a Delaware Corporation.
Issued March 4, 1929

Tax & writ (Atty pd) # 2.00
Shff. Jones (paid) 2.80
Geo. Greeley for Co

Summons in Assumpsit, Returnable to First Monday of April next

March 4, 1929, Statement of claim filed, and copy certified to Sheriff

Writ returned: Lewis B. Shrawder, makes affidavit that on March 21, 1929, he served the within Summons in assumpsit on Cornplanter Lumber Company, by leaving a true and attested copy thereof in duplicate, together with copy of plaintiffs statement in duplicate, with notice endorsed thereon to file affidavit of defense within fifteen days after service hereof, in the office of the Secretary of the Commonwealth of Pennsylvania, with C. R. Willets, Clerk and party in charge, the lawful attorney duly constituted by the said Cornplanter Lumber Company upon whom all lawful process in any action, suit or legal proceedings against it may be served, and paying to him in behalf of the plaintiff at the time of service hereof the sum of two dollars, as required by law.

Sonswers

Chas. E. Newbaker, Sheriff of Dauphin County, Penna.
By Lewis B. Schrawder Deputy Shff.

April 4, 1929, Affidavit of defence raising questions of law, as to plaintiff's statement, filed. April 22, 1929, Service accepted by Plff's atty.

And now, Aug. 21, 1930, Plaintiff by attorney, enters a rule for judgment for want of a sufficient affidavit of defense. (See paper filed)

On Argt. List for Sept. Term, 1930. No. 2
On Argt. List for Sept. Term, 1931. No. 19

L. W. Benedict 20	Leslie Hauptmann vs Ethel May Hauptmann Issued March 4, 1929	Subpoena in Divorce, Returnable to first Monday of May next. Now, March 4, 1929, Subpoena awarded as prayed for. Per Curiam. (Signed) O. Clare Kent, P.J.
	Jay Iwork (Atty 1st) # 3.00	Subpoena returned:
	D. P. Roberts on Sub. (paid) 1.90	Served personally on the within
	Wm. B. Griffin Master (Pd) 25.00	named Ethel May Hauptmann, April
	Pro Greeley 1-7-30 paid 8.10	25, 1929, in the City of Titusville, Craw-
	atty 3.00	ford County, Penna, by producing to
		her the original subpoena and inform-
		ing her of the contents thereof, and by
		handing to her and leaving with her
		a true and attested copy thereof.
		So answers Daniel P. Roberts,
		Constable Fourth Ward, Titusville, Pa.
		(See affidavit on subpoena)
		And now, Oct. 10, 1929, Wm B. Griffen, Esq
		is appointed Master, Per Curiam (See paper filed)
		Same day, Cert. of appointment issued.
		Janry 7, 1930, Testimony and report of Master filed.
		On Argument List for Feb 2d 1930 at No. 18
		March 1, 1930, After due consideration a divorce is decreed as
		prayed for. Per Curiam.
		Decree: And now, to wit: Mar. 1, A.D. 1930 this cause came on
		to be heard on libel, subpoena, subsequent proceedings, and
		evidence therein, duly taken and filed of record, and it appearing
		to the Court that the causes set forth in said libel are true, it is
		by the Court ordered adjudged and decreed. That the said
		Leslie Hauptmann be divorced and forever separated from
		the nuptial ties and bonds of matrimony, heretofore contracted
		between him, the said Leslie Hauptmann the libellant, and the
		said Ethel May Hauptmann, the respondent. And that thereupon
		all and every the duties rights and claims accruing to either the said
		libellant or the said respondent at any time heretofore, in pursuance
		of said marriage shall cease and determine;
		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

21

The Springs First Nat. Bank of Cambridge Springs, Pa.,
vs.
O. A. Wing Estate, Adda M. Wing, Executrix, and Adda M. Wing, individually.
Entered March 4, 1929.

Pro. Greeley (Debt $2400) 2.25

Plff. on Orig. 5.75

Of No. 32 May Term, 1924.
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-four hundred Dollars, being the amount of debt, interest and costs now due on the original judgment.

Debt $2400.00
Int. from Sept. 4, 1928
Judgment
W. L. Greeley, Pro.

Wi. pp. 1246

And now, August 10, 1933, for value received, the lien and operation of the above judgment is released by the Plff in so far as it was a lien upon that certain parcel of land situated in Rockdale Township, Crawford County, containing nineteen and five tenths acres [19.5A] conveyed by deed of Adda M. Whitney and Walter S. Whitney, her husband, to the Commonwealth of Pennsylvania, dated August 9, 1933 & recorded in the Office of Recorder of Deeds in & for Crawford County in Deed Book 276 Page 345

J. A. Logan Conservator
Springs 1st Nat Bank
Cambridge Springs Pa.

Feb 12-1934
Rec'd Satisfaction of debt interest & cost on above Judgment

J. A. Logan President Springs 1st Nat Bank
J. A. Logan Conservator

MAY TERM, 1929

J. Berry Eckels 22	D. L. Shields vs Anthony Capozzi trading as A. Capozzi & Co. Issued March 5, 1929 Tax & writ (Atty's fd) 2.00 Shff. Jones 2.60	Summons in Assumpsit; Returnable to the first Monday of April next. March 5, 1929. Statement of claim filed. Copy certified to Sheriff. Writ returned: And now, March 7, 1929, served the within named defendant personally by handing to him a true and attested copy of the within writ, together with plaintiff's statement of claim, and making the contents thereof known to him. So answers B. H. Jones, Sheriff.

J. D. Roberts
23

J. B. Vincent
vs.
Nick Forese
Issued, March 5, 1929

Pro. Greeley (Atty pd)	#	2.25
Shff. Jones (Atty pd)		2.60
Pro. Greeley 12-18-29 paid		2.50
Atty		3.00
Unpaid Orig. Costs: Atty J.M.		3.00

Dec 20, 1929, Received from J. D. Roberts, Esq. Atty for Plff. $3.00, being Atty Fee of Isaac Mondreau at No. 191 Feb. Tr. 1919
V. L. Greeley Pro.

Of No. 34 May Term, 1924.
Scire Facias to Revive and Continue the Lien of the above Judgment, Returnable to first Monday of April, 1929.
Writ returned; And now, March 6, 1929 served the within named defendant at his place of residence in Meadville, Pa., by handing to him personally a true and attested copy of the within writ, and making the contents thereof known to him. So answers
C. H. Jones, Sheriff.
And now, May 13, 1929, On motion of plaintiffs attorney, judgment is entered in favor of plaintiff and against the defendant, for want of an appearance and for want of an affidavit of defence, and same liquidated at the sum of Two hundred and forty-eight and 32/100 Dollars. (See paper filed)

Debt	# 248.32
Attys Com. included	11.82

Int. from May 13, 1929.
F. page 20.
Judgment
V. L. Greeley, Prothy

Fi Fa no 80 Sept Term 1929
And now, Dec. 17, 1929 The above judgment, debt, interest and costs having been paid in full by defendant, the Prothonotary is directed to mark the same and the former entries thereof, satisfied.
J. D. Roberts
Attorney for Plaintiff.

MAY TERM, 1929

Kent and Mook	Meadville Buick Company, a Pennsylvania Corporation,	Summons in Trespass, Returnable to first Monday of April next.
24	vs.	March 5, 1929, Statement of claim filed, + copy certified.
J. S. Giuliante	Martha K. Warren	March 12, 1929, J. S. Giuliante appears for Deft. (See paper filed)
	Issued, March 5, 1929	March 15, 1929, Affidavit of defense filed, and service of copy accepted by plffs. Attys.
	Tax + writ (Attys pd) 2.00	March 25, 1929, Plaintiffs reply filed.
	Shff. Jones Jones (Pd) 2.40 Sterrett (Pd) 3.05 5.45	* Mrt pctd: Served Mark K. Warren the within named Deft at 1027 State St. Erie, Pa., by giving her a true and attested copy of within summons and making known to her the contents of the same. So answers
	Pro. S. for County 8.25	Julius Franz, Deputy Shff. Erie Co
	Jury fee 4.00	Also, C. A. Jones, Shff. Crawford Co
	atty 3.00	On Trial List for 1st & 2nd Mondays of Oct. 1929 [illegible]

On Trial List for 1st & 2nd Mondays of Jan. 1930 at No 3

And now, Jany 6, 1930, a jury called and sworn as follows: 1- John Ernst, 2- W. J. Wait, 3- Loren Root, 4- Elof S. Anderson, 5- Nahry Gunn, 6- C. K. Gardner, 7- Mrs. Katherine Keene, 8- Mrs. Flossie Connor, 9- Walter D. Zimmerman, 10- Frank Rice, 11- Mrs. Chas. Hayes, 12- Mrs. A. D. Premis: twelve good and lawful persons who upon their solemn oaths which they have taken, say Jany 9, 1930, they find both plaintiff and defendant guilty of negligence.

Costs to Def.

Otto Kohler ✓

25 ✓

apr 2 1930 Recd of Pffs atty Five Dollars as costs + Sat
V. L. Greeley Pro

The Renovene Company a co-partnership consisting of Samuel A Samuels and Leon Howard Samuels,
vs.
J. S. Hotchkiss & Bro. Co., a corporation
Issued March 9, 1929.

		#
Tax & writ (Atty pd)		2.00
Shff. Jones (Atty pd)		2.60
Pro. G. for Co.		4.25
Atty		3.00
Pro. G. on Stay of Ex.		.50
Sat		.25

Summons in Assumpsit, Returnable to first Monday of April next.
March 9, 1929, Statement of claim filed.
Writ retd: And now, March 9, 1929 served the within named defendant by handing to J. L. Dale, General Manager and Secretary thereof, 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 C. A. Jones, Sheriff.
April 6, 1929. Affidavit of defense filed.
And now, May 8, 1929, Plff. by Attorney enters a rule for judgment for want of a sufficient affidavit of defense.
Service accepted by J. Perry Eckels, Esq, as Atty for Deft.

On Argt. List for May Term, 1929, No. 8. May 31, 1929, Argued C.A.V.
Now, August 5, 1929, Rule for judgment for want of a sufficient affidavit of defense, is hereby made absolute.
(See opinion of Court filed) Per Curiam.
August 5, 1929, Judgment entered in favor of plaintiff and against defendant, and liquidated at the sum of One Thousand and Six Dollars and Thirty-three Cents, with interest from date and costs of suit.
(See paper filed)

Debt # 1006.33
Int. from Aug. 5, 1929
Corp. page 1. Judgment
V. L. Greeley, Prothy.

Sept. 25, 1929, Suggestion and affidavit of defendant of freehold and demand for stay of execution on above judgment for 12 months from April 1, 1929, - filed.
Received satisfaction of this Judgment April 2. 1930.
Otto Kohler Atty

MAY TERM, 1929

26	Dan'l J. Freyermuth and Wm. J. Freyermuth, Administrators of estate of Jacob Freyermuth, deceased, vs. Eduard Mailliard Entered March 9, 1929 # Pro. Greeley (Offg. pd) 2.25	Of No. 22 May Term, 1924. 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 plaintiffs and against the defendants, with all the waivers and conditions contained in the original judgment note, for the sum of Six hundred and twenty-eight Dollars, with interest from August 25, 1928, being the amount of debt, interest, and costs now due on the original judgment. Debt # 628.00 Int. from Aug. 25, 1929. Ma. fa. 25. Judgment V. L. Greeley, Prothy. March 9, 1934 Amicable Sci. Fa. to No. 28 May Term, 1934.

Victor Johnson 27	Robert Mellon vs. Harry Watt and W. B. Hall Issued March 9, 1929. Pro. Greeley (pd) # 2.25 Shff. Jones (pd) 5.30	Of (No. 13) November Term, 1923. Scire Facias to Revive and continue the Lien of the above Judgment, Returnable to May Term, 1929. See Fi Fa. to No. 31 May Term, 1929. Writ returned: Served on Harry Watt, March 12, 1929, at 9:15 A.M. at his home 2 3/4 miles south of Geneva, Pa.; also, on W. B. Hall, March 11, 1929, at 7:30 P.M., at his farm 2½ miles south of Geneva, Pa., by handing to each of them personally a true and attested copy of within writ. So answers C. A. Jones, Sheriff.

MAY TERM, 1929

	✓ Samuel Cohen Shoe Company, a Mass. Corporation, of Boston, Mass., vs Jacob Wisenberg Entered March 11, 1929 Tax + entry (Dft. pd) 1.50 Costs on Trans. 5.90	Appeal by Defft. from Judgment of Peter B. Tarr, Alderman,
Chas. B. Stegner 3 8		

Thomas & Thomas
29

John L. Harned
vs
Charles Burchard and
Mrs. Charles Burchard,
Defendants, and
John S. Barber
Garnishee
Issued March 11, 1929.

Jay & writ (Atty pd) 2.75
Shff. Jones (pd by Atty) 8.40
Pro. Fs. dis. (pd Mch 16/29) 1.00

Dft No. 182 November Term, 1928.
Attachment Execution.
To attach all and singular the goods and chattels, rights and credits, moneys and property of the said defendants, in whose hands the same may be, and especially in the hands of John S Barber, and summon them as garnishees. Returnable to first Monday of April next.
Writ returned: Served March 11, 1929 by serving a true copy on Mrs. Mary B. Miller, bookkeeper, at 109 Diamond, Titusville, Pa., at 1:50 P.M.; Also, on John S. Barber, proper or agent of Co., at same place of business, at 2:15 P.M.
Writ ordered returned by Attorney.
So answers C.H. Jones, Sheriff.

Prothonotary, March 15, 1929.
The above action is settled and discontinued of record
Thomas & Thomas
attys.

Thomas & Thomas 30	✓ Irvin Brown vs. ✓ Pennsylvania Electric Company. Entered March 12, 1929	March 11, 1929. Petition of Pennsylvania Electric Co. for appointment of Viewers to assess damages for right of way through plaintiff's land in Vernon Township, for lines of deft company presented in open Court.
Pro. Greeley 7-1-29 paid 5.00		And now, March 11, 1929, upon consideration of the foregoing petition, Fred L. Kiebort, W. A. Doane and Chas. W. Ramsey are hereby appointed Viewers as prayed for, which said viewers are hereby directed to meet at or upon the premises where the damages are alleged to be sustained on the 26th day of March, 1929 at 10 o'clock A.M., of which time and place five days notice shall be given by the petitioner to the said viewers and the plaintiffs above named. Per Curiam. (See petition filed)

March 12, 1929. Order issued to Viewers.

May 13, 1929. Report of Viewers filed, finding; and concluding that the plaintiff has not been damaged by reason of the erection and construction of distribution lines by the defendant company along the public highway abutting his land, and therefore, decline to make him any award of damages."

Now, May 13, 1929, within report filed in open Court and confirmed nisi, Confirmation to become final unless exceptions be filed or appeal taken within the time prescribed by law. Per Curiam.
(See report filed)

June 14 1929 No Exceptions filed nor Appeal taken the above Report is confirmed finally See Leg
U. L. Greeley Prothy.

And now, July 1, 1929, Upon consideration of the foregoing, it is ordered and decreed that the bond above referred to and given by Venango Public Service Corporation, with Fidelity & Deposit Company of Maryland as surety, be and is hereby cancelled and annulled, and the parties thereto, their successors and assigns, are discharged from liability thereon. Per Curiam. (See petition filed)

31

Thomas & Thomas

Charles A. Brown and
Lillian M. Brown
vs.
Pennsylvania Electric
Company
Entered March 12, 1929

Pro. Greeley 7/1/29 paid # 5.00
Pro. G. Suice pd 1.00

March 11, 1929, Petition of Pennsylvania Electric Company for appointment of Viewers to assess damages for right of way through land of plaintiffs in Vernon Township for lines of defendant company, presented in open Court.

And now, March 11, 1929, upon consideration of the foregoing petition, - Fred Brubort, W.A. Dorle and Chas. W Ramsey are hereby appointed viewers as prayed for, which said viewers are hereby directed to meet at or upon the premises where the damages are alleged to be sustained, on the 26th day of March 1929, at 10:30 o'clock A.M., at which time and place five days notice shall be given by the petitioner to the said viewers and the plaintiffs above named.

(See paper filed) Per Curiam

March 12, 1929, Order issued to viewers.

May 13, 1929, Report of Viewers filed, finding and concluding "that the plaintiffs have not sustained any damage through the erection and construction of electric distribution lines along the highway through their land by the defendant company, and decline to make them any award of damages."

Now, May 13, 1929, within report filed in open Court and confirmed nisi; confirmation to become final unless exceptions be filed or appeal taken within the time provided by law.

(See report filed) Per Curiam

June 14 1929 No exceptions filed nor appeal taken in above case. The Report is Confirmed finally See leg
V. L. Greeley Prothy

And now, July 1, 1929, upon consideration of the foregoing, it is ordered and decreed that the bond above referred to and given by Pennsylvania Electric Company, with Fidelity and Deposit Company of Maryland as surety be and is hereby cancelled and annulled, and the Prothonotary is directed to enter an exoneretur thereon, and the parties thereto, their successors and assigns, are discharged from liability thereon. Per Curiam (See paper filed)

MAY TERM, 1929

John D. Kent
August Delp
32

Curtis L. V. 166 Sum. 1924;
Rider Garnishee 5/18/24
Attest
V. L. Greeley Pro

Bert Dean & Son
vs
Jennie J. Hamrold and
J. J. Hamrold, Defts.
and W. A. Rice,
Garnishee.
Issued March 12, 1929

Tax & writ (Plff. pd) 2.75
Shff-Jones (Attys pd) 7.00

Of No. 243 February Term, 1929.
Attachment Execution.

To attach all and singular the goods and chattels, rights and credits, moneys and property of the defendants in whose hands soever they may be, and particularly in the hands of W. A. Rice, and summon him as garnishee. Returnable to next term.

Writ returned: Served on J. J. and Jennie J. Hamold, at their residence 2 miles east of Conneaut Lake, March 20, 1929, at 2 o'clock P. M.; also, on Vesta M. Rice, wife of W. A. Rice, garnishee, at their home two miles west of Meadville, March 14, 1929, at 10 o'clock A. M., by handing to each of them personally a true and attested copy of the within writ. Also, served a true and attested copy of writ on D. W. Gehr, Cashier First National Bank, Conneaut Lake, Pa., personally, March 20, 1929, at 10:10 A. M. So answers C. A. Jones, Sheriff.

August 29, 1932, the within judgement, costs and interest being paid, the prothonotary is authorized to satisfy the said judgement of record.

John D. Kent.
Atty for Plaintiff

Fred L. Kibort 33	Albert L. Thomas vs Herbert Beers Entered March 12, 1929 Pro. Greeley (pd May 18/29) $2.25 Atty 3.00	Of No. 117 February Term, 1924 Amicable Sci. Fa. sur Judgment. It is agreed That the Prothonotary of said Court enter an amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said County and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Two Hundred ten and 04/100 Dollars, being the amount of debt, interest to March 4, 1929, and costs now due on the original judgment. Debt $210.04 Int. from March 4, 1929 Judgment W. L. Greeley, Pro. B 7 p. 30. April 16, 1934 Sci. Fa. to No. 88 May Term, 1934

Thomas & Thomas

34

Gunnison, Fish, Gifford & Chapin.

Mch. 13, 1929 Recd from Defts Attys $15.25 being Costs in this case.
V. L. Greeley, Pro.

Sarah McClellan, by her father and next friend W. K. McClellan, and W. K. McClellan in his own right,
vs
W. Clyde McCutchen and Fred J. Walter
Issued March 13, 1929.

	#
Tax & writ	2.00
Pro. S. for Co. Stat.	6.25
Atty	3.00
Jury Fee	4.00

Summons in Trespass Returnable to First Monday of April next.
March 13, 1929, Plaintiffs statement of claim filed.
And now March 13, 1929 Gunnison, Fish, Gifford and Chapin appear for defendants. (See paper filed)
Same day, Gunnison, Fish, Gifford and Chapin, Attys for defts. accept Service of the summons in this case on behalf of the defendants. (See writ.)
March 13, 1929, By consent, a Jury called and sworn as follows: 1- Hearn Kelley, 2- Mrs. Charles Roschi, 3- Charles Dickey, 4- Mrs. Bessie Acker, 5- Mrs Roger Haas, 6- B. D. Cowsel, 7- Wm. J. Lang, 8- Miss Elizabeth Goss, 9- Alex Baird, 10- Mrs F. E. Bellen, 11- Mrs. Mary Stainbrook, 12- William Blair. Twelve good and lawful persons, who upon their solemn oaths which they have taken, say same day, they find for the plaintiff, Sarah McClellan for the sum of One hundred Dollars ($100.00), and for the plaintiff, W. K. McClellan for the sum of One hundred Dollars ($100.00).
Mc. p. 32; Ma. p. 61.
March 13, 1929. Judgment entered on the Verdict.

Debt to Sarah McClellan	$ 100.00
Debt to W. K. McClellan	100.00
Int. from March 13, 1929.	

Mc. p. 32; Ma. p. 61.
Judgment.
V. L. Greeley, Prothy
March 13, 1929. Verdict and judgment satisfied. (See margin)

And now, March 13, 1929 rec'd satisfaction in full of this judgment, debt, interest and costs and directed the Prothonotary to satisfy same of record
Thomas & Thomas
Attorneys for Plffs.

35

Thomas & Thomas

35

Gunnison, Fish, Gifford & Chapin.

Mar. 13, 1929 Rec'd from Dep'ts. Atty's $15.25 being costs in this case. W. L. Greeley, Pro.

Now March 13, 1929 rec'd satisfaction in full of this judgment, debt—interest and costs and direct the Prothonotary to satisfy same of record. Thomas & Thomas Attorneys for Pl'ffs.

Anna D. Atkin, a minor, by her father and next friend J. E. Atkin and J. E. Atkin in his own right,

vs.

W. Lafyde McCutcheon and Fred J. Walter

Issued March 13, 1929.

	#
Tax & writ	2.00
Pro. G. for Co. Sat.	16.25
Atty	3.00
Jury Fee	4.00

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

March 13, 1929. Plaintiff's statement of claim filed.

And now, March 13, 1929, Gunnison, Fish, Gifford and Chapin appear for the defendants. (See paper filed)

Same day, Gunnison, Fish, Gifford and Chapin, Atty's for defts, accept service of the summons in this case. (See writ)

And now, March 13, 1929, By consent, a jury called and sworn as follows: 1- Kedin Kelly, 2- Mrs. Charles Rocchi 3- Charles Dickey, 4- Mrs. Bessie Acker, 5- Mrs. Roger Haas, 6- B. D. Gawel, 7- Wm. J. Lang, 8- Miss Elizabeth Goss, 9 Alex Baird, 10- Mrs. F. E. Bellen, 11- Mrs. Mary Stainbrook, 12- William Blair: twelve good and lawful persons, who upon their solemn oaths which they have taken, say same day they find for the plaintiff, Anna D. Atkin for the sum of One hundred twenty-five Dollars ($125.00) and for the plaintiff J. E. Atkin for the sum of Five hundred Dollars ($500.00).

Mc. p. 32; Wa. p. 61.

March 13, 1929, Judgment entered on the verdict

Debt to Anna D. Atkin $125.00.
Debt to J. E. Atkin 500.00

Mc. p. 32; Wa. p. 61. Judgment

W. L. Greeley, Pro'thy.

March 13, 1929. Verdict and Judgment satisfied (See margin)

Thomas & Kiebort ✓ 36	U.A. Balizet vs. O.A. Ray, Manager Trail of 49 Company A.F. Shadley, Manager Elks Band, ✓ and ✓ Fred J. Minium, Defts and Ed P. Miller, Garnishee. Issued March 13, 1929 Tax Writ (Plff pd) # Sheriff Jones, pd 4.30 Pro G 3-30-29 pd 1.00	Of No. 2414 February Term, 1929 Attachment Execution, Returnable to first Monday of April 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 Ed P. Miller, and to summon him as Garnishee. Writ returned: Served on Ed P. Miller garnishee and on A.F. Shadley, manager of Elk's Band, on March 15, 1929. For return at length see writ.

Now Mar 30, 1929 this case settled and discontinued of record. All costs paid.

Thomas & Kiebort
Attys for Plaintiff

37

v The Springs First National Bank of Cambridge Springs,

vs.

v W. H. Hill

Entered March 14, 1929

Pro. Greeley (Plff pd) $ 2.25

Orgl. costs 1.50

Of No. 179 February Term, 1924

Amicable Scire Facias Sur Judgment.

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

Debt $ 1030.00

Int. from Mar. 10, 1929

Judgment

W. L. Greeley, Pro.

Vi. p. 16

Sept. 23, 1930, Received satisfaction in full of the above judgment, debt, interest and costs.

J. A. Logan Pres. Springs Nat'l Bank

MAY TERM, 1929

38	The Springs First National Bank of Cambridge Springs, Pa., vs. W. H. Hill Entered March 14, 1929 Bro. Greeley (Plff's Pro) $2.25 Orig. costs 1.50	Of No. 180 February Term, 1924. 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 Fifty Dollars, being the amount of debt, interest and costs now due on the original judgment. Debt $750.00 Int. from Mar. 10, 1929 Judgment V. L. Greeley Pro

Hi. Jr. 16

Sept. 23, 1930, Received satisfaction in full of the above judgment, debt, interest and costs
J. A. Logan Pro Springs 1st Nat'l Bank

39

The Springs First National Bank of Cambridge Springs, Pa.
vs
W. H. Hill
Entered March 14, 1929
Pro. Greeley (Plff.'s Atty) # 2.25
Orig. costs 1.50

Of No. 18 February Term, 1924.
Amicable Scire Facias sur Judgment.
It is agreed That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said county, and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Thirteen hundred Dollars, being the amount of debt, interest and costs now due on the original judgment.

Debt # 1300.00
Int. from March 10, 1929
Judgment
V. L. Greeley, Prothy.

Fi. fa. p. 16

Feb. 5, 1934. Amicable Sci. Fa. to No. 155 Feb. Term, 1934.

MAY TERM, 1929

40

✓ The Springs First National Bank of Cambridge Springs, Pa.,
vs
W. A. Hill
Entered March 14, 1929

Pro. Greeley (Plff. pd) $2.25

Orig'l costs 1.50

Of No. 182 February Term, 1924.

Amicably Scire Facias sur Judgment

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

Debt $300.00

Int. from Mar. 10, 1929

Fi. fa. 16

Judgment

V. L. Greeley, Pro.

Sept. 23, 1930, Received satisfaction in full of the above judgment debt, interest and costs.

J. A. Logan Pro Springs Nat Bank

41

The Springs First National Bank of Cambridge Springs, Pa.

vs.

W. A. Hill

Entered March 14, 1929

Pro. Greeley (Plff. pd) $ 2.25

Orig. costs 1.50

O.C. No. 183 February Term, 1924

Amicable Scire Facias sur Judgment.

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

Debt $1300.00

Int. from Mar. 10, 1929.

Fi. fa. p. 16

Judgment.

V.S. Greeley, Pro.

Feb. 5, 1934. Amicable Sci. Fa. to No. 155 Feb. Term, 1934.

MAY TERM, 1929

42

The Springs First National Bank of Gambridge Springs, Pa.
vs.
W. H. Hill
Entered March 14, 1929

Pro. Greeley (Plff.'s) $ 2.25

Orgl. costs 1.50

Of No. 184 February Term, 1924
Amicable Scire Facias sur Judgment.
It is agreed That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said County, and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note for the sum of Twelve Hundred Fifty Dollars, being the amount of debt, interest and costs now due on the original judgment.

Debt $1250.00
Int. from Mar. 10, 1929
Fi. fa. 16
Judgment.
W. L. Greeley, Pro.

Feb 5, 1934, Amicable Sci Fa. to No. 155 Feb. Term, 1934.

2 A. L. Thomas (See order of Nov 29/29)
Chas. P. Steigner
43
Boland & Boland

Frank Elroy Bogardus
vs.
Anna W. Bogardus
Issued March 18, 1929

	#
Tax & writ (Atty. pd)	3.00
Shff. Jones (pd by Atty)	1.60
Shff. Jones—alias (pd by Atty)	1.60
W. J. McClintock on Depo.	22.70
Kathryn Strickland (Son) on additional testimony	1.35
Paid	7.50

Subpoena in Divorce and for custody of Merle Bogardus, minor son of parties

And now, March 18, 1929, Subpoena awarded as prayed for; Returnable first Monday of May next.

Per Curiam.
(Signed) O. Blare Kent, P.J.

Subpoena returned May 6, 1929: Non est inventus as to the within named respondent. So answers C. A. Jones, Shff.

Sept. 3, 1929, Alias subpoena in Divorce issued, returnable to first Monday of Oct. next

Sept. 16, 1929, Boland & Boland appear for the respondent, Anna W. Bogardus. (See paper filed.)

Sept. 16, 1929, Petition of respondent for allowance for alimony and counsel fees pendente lite presented in Open Court, and upon consideration thereof, a rule to show cause is granted, returnable to the First Monday of Oct. next, at 10 o'clock A.M. Per Curiam. (See paper filed)

Alias Subpoena returned Oct. 7, 1929: Non est inventus as to the within named respondent. So answers Chas. A. Jones, Sheriff.

Oct. 7, 1929, Answer of libellant to rule for alimony & counsel fees pendente lite, filed.

Nov. 7, 1929, Pltff. by Attorney enters rule to take testimony. (See paper filed) Rule issued.

On Argt. List for Nov. Term, 1929, No. 1.

Nov. 23, 1929, Testimony of respondent et al. sur rule for an allowance, filed. Nov. 27, 1929, Additional testimony filed.

Nov. 29, 1929, Continued on account of absence of A. L. Thomas, Esq., Attorney for libellant. Per Curiam.

On Argument List for Feb'y, 1930 at No. 6. Feb. 25/30. Argued C.A.V.

Now, April 7, 1930, it is hereby ordered that the Libellant Frank Elroy Bogardus pay to the Respondent, Anna W. Bogardus, or her attorney of record, the sum of $150.00, as expense money and counsel fee, to be distributed as follows: $75.00 as counsel fee and $75.00 as expense money in the preparation and presentation of her defense, reserving, however, the right in respondent to renew her application for an additional amount upon the final determination of the case, providing the above mentioned sum is not sufficient to fully pay and satisfy such expense; and it is further ordered that all proceedings in this case be stayed until this order is complied with. Per Curiam. (See opinion filed)

MAY TERM, 1929

Boland & Boland ✓ H H Thomas & Thomas ✓	Karl Ericson vs. Max Bellin Issued March 19, 1929 #	Summons in Trespass, Returnable to First Monday of May next. March 19, 1929 Plaintiff's Statement of claim filed & copy certified. Writ Retd: Served Max Bellin the within named defendant, by giving to Mrs. M. Bellin, an adult member of family, at 2411 French Street, City of Erie, Pa., on March 21, 1929, a true and attested copy of the within Summons and Statement, and making known to her the contents of the same. So answers Julius F. Franz, Deputy Sheriff April 17, 1929. Thomas & Thomas appear for Deft. (See paper filed) On Trial List for 1st & 2d Mon of Oct. 1929 No. 15. Oct. 7, 1929, Continued on application of plaintiff, and marked Remanet. Per Curiam.
	Jax writ (paid) 2.00 Shff. Jones (paid) 2.40 Shff. Sterrett (paid) 5.45 1-13-30 Bro. Gs. for Def paid 2.75 atty 3.00	

Jany 13, 1930 Rec'd of T. T. Greeley, Pa. #3, docket fee in above.
Thomas & Thomas.

On Trial List for 1st & 2nd Mondays of Jan 1930 No. 4

Jany 6-1930 This case is discontinued
J. A. Boland atty for Plff

115

Pl. vs. Victor Johnson

45

In re Appeal of Harriet B. Sterling Clerk of Courts of Crawford County from Action of Salary Board in fixing the number of Clerks and Deputies and their salaries for the year 1929
Entered March 20, 1929.

Pro. Greeley 1-4-30 paid 5.25

March 20, 1929 Appeal filed.
Same day, Proof of notice to Salary Board filed.

And now, to wit, this 25th day of March, 1929, upon presentation and consideration of motion of appellants attorney, it is hereby ordered that a hearing in said appeal be fixed for the fourth day of April, 1929, at ten o'clock A.M. Per Curiam.
(See paper filed)

And now, April 4, 1929,- This proceeding came on to be heard in connection with the appeal of Miss. Ella M. Moore No. 46, May Term, 1929, and evidence was taken, arguments of counsel to be heard at next Argunt Court.

April 29, 1929 Testimony as taken and transcribed by Stenographer filed.

Now, July 1, 1929, the Appeal is hereby dismissed.
(See opinion of Court filed) Per Curiam.
July 1, 1929, Copy of order issued to Comrs.

MAY TERM, 1929

to Victor Johnson ✓ ✓	In re Appeal of Ella M. Moore Deputy Clerk of Courts of Crawford County From the action of the Salary Board of said County in fixing the salary to be paid to her by Crawford County for the year 1929 Entered Mar 20, 1929	March 20, 1929, Appeal filed. Same day, Proof of notice to Salary Board filed. And now, to wit, March 25 1929, upon presentation and consideration of motion of atty for appellant, it is hearby ordered that a hearing in said appeal be fixed for the 4th day of April, 1929, at ten o'clock A.M. (See paper filed) Per Curiam
46		
Dec 27 1929 Rec'd of Crawford Co Twenty-nine dollars Pff bill of costs V. L. Greeley Pro		And now, April 4, 1929, This proceeding came on to be heard, together with the appeal of Miss Harriet P. Sterling at No. 45 May Term, 1929, and evidence was taken.
December 27 1929 Rec'd costs in full in this case:—		April 27, 1929, Stenographer's transcript of testimony filed. See preceding case.
Harriet P. Sterling $4.00		Now, July 1, 1929, this case came on to be heard by testimony in open Court, and upon due consideration thereof, together with the surrounding facts and circumstances, it is ordered and adjudged that the appeal be sustained; and it is further ordered and directed that the salary of Ella M. Moore, Deputy Clerk of Courts, for the year 1929, be fixed at Twelve Hundred ($1200) Dollars per annum, and that such rate of salary shall be effective from January 1, 1929, any unpaid portion of such salary to be paid her forthwith. Per Curiam (See opinion of Court filed)
S. M. Wilcox 3.00		
Jeannette N. Hood 3.00		
Ella M. Moore 1.00		
Leota S. Engt 3.00		
Wm. Hall 3.00		
Donald C. Thompson 3.00		
Miss Alice Breakiron 3.00		
A. H. Finney $3.00		
V. L. Greeley 3.00		
Total $29.00		
	12-31-29 Pro. Greeley paid 5.25	Nov 30 1929 Appellants Bill of Costs filed (See paper filed)
	Pffs Bill of Costs 29.00	

Donald C. Thompson
47

Mary Gandy
vs
Katherine Rapp
Entered March 21, 1929

	#
Pro. Greeley, (Atty, pd)	2.25
Atty	3.00
Original Costs,	4.50

Of No. 198 February Term, 1924
Amicable Scire Facias sur Judgment.

It is agreed That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said county, and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Eight hundred & forty Dollars ($840.00), being the amount of debt, together with interest from March 15, 1929 and costs now due on the original judgment. All interest of Domenic Rapp in the real estate encumbered by the original judgment having been conveyed to Catherine Rapp by deed recorded in Deed Book 258, page 190.

Dated March 20, 1929.

(Signed) Catherine her X mark Rapp (Seal)

Signed, sealed and delivered in the presence of
Sam Rapp
Donald C. Thompson

	#
Debt	840.00
Attys Com. included	40.00
Int from March 15, 1929	

R. page 40

Judgment.
V. L. Greeley, Prothy.

12-31-1934 - Rec'd. $3.00 docket fee from Prothonotary. Docket fee on original case waived.
Donald C. Thompson, Atty.

Dec 31, 1934 Rec'd satisfaction in full debt interest and costs on above judgment
Mary her mark Gandy

Witness
Kate B. Kellogg
V. L. Greeley

MAY TERM, 1929

Stuart A. Culbertson v 48 v	Gladys Belle August vs. Vaughn Lee August Issued March 25, 1929 Tax & writ (paid) 3.00 Stff. Jones (pd by Atty) 8.40 Master p. L. Webb pd 25.00 Pro. Greeley (pd May 29) 8.10 Atty 3.00	Subpoena in Divorce and for custody of minor child, Lee August. And now, March 25, 1929 Subpoena awarded, Returnable to first Monday of May next Per Curiam. (Signed) O. Klare Kent, P.J. Subpoena returned: Served the within Subpoena in Divorce on the respondent personally on the 15th day of April, 1929, 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, May 6, 1929 On motion in open Court, leave granted to amend libel filed in this case by striking therefrom the paragraph praying for the custody of the child. Per Curiam. (See paper filed) And now, May 6, 1929 On motion in open Court, Curtis L. Webb, Esq. is appointed Master in the above entitled case, to take testimony and make report to the Court. Per Curiam. (See paper filed) Com. issued. May 10 1929 Testimony and Report of Master filed. On Argument List for May Term, 1929, No. 28 Now, May 28, 1929, After due consideration, a divorce is decreed as prayed for; and it is further ordered that the respondent, Vaughn Lee August, pay the costs of this proceeding; said decree to contain the statutory prohibition as to the respondent marrying Josephine Raab. Per Curiam. Decree: And now, to wit: May 27, A.D. 1929, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed. That the said Gladys Belle August be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her the said Gladys Belle August the libellant, and the said Vaughn Lee August the respondent. And that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage, shall cease and determine; 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 -- And it is further ordered and decreed that the said respondent, Vaughn Lee August, shall not marry the said Josephine Raab during the life time of the said libellant, Gladys Belle August, such marriage being prohibited by the Act of Assembly in such case made and provided. Per Curiam.

Fred C. Bolard

49

United Oil Manufacturing Company
vs.
Wm. F. Scopes
Issued March 27, 1929

Tax & Work (paid by Atty)	3.00
Shff. Jones (pd by Atty)	2.40
Pro. & Dis & Cert pd	1.50

Replevin for One 550 Gallon Kerosene Tank, One 1 Gallon inside type Milwaukee Kerosine Pump, and one Lot No. 178 Blind Drip Pan, of the value of One hundred seventeen Dollars; Returnable to the first Monday of May, 1929

March 27, 1929, Affidavit of value filed. Same day, Narr filed.

Same day, Bond of Plff. with The Fidelity and Casualty Company of New York as surety, in the sum of $234.00, approved by Prothy and filed.

Writ returned: Served on defendant, William F. Scopes, personally April 2, 1929, at 1:30 P.M. at his place of business at Geneva, Pa., by handing him a true and attested copy of the within writ, together with plaintiffs statement of claim.

And said defendant having failed to file counter-bond as required by law, within 72 hours from the time of said service, to wit, April 5, 1929, at 1:30 P.M. the property herein named was taken into possession

So answers. C.A. Jones, Sheriff.

Now May 6, 1929 the within action is hereby discontinued

Fred C. Bolard attorney for plaintiff.

MAY TERM, 1929

J. Berry Eckels ✓

50

Underwood Typewriter Company ✓
vs
J. A. Holmes ✓
Issued March 27, 1929

Tax + writ (Atty pd) $ 3.00
Shff Jones (Atty pd 3-21-30) 2.20
Leo Greeley use of Co atty pd 3.00
atty 3.00

Replevin for One Underwood 3/12 677593 8 Typewriter, of the value of $81.60, Returnable first Monday of May next. March 27, 1929, Affidavit of value filed. Same day, Bond of plaintiff with American Surety Company of New York as surety, in the sum of $163.20, approved by Prothonotary and filed.

Writ returned: Served the within named J. A. Holmes, defendant at his place of residence 203 Spring Street, Meadville, Pa., by handing to him personally a true and attested copy of the within writ. And the said defendant having failed to file bond as required by law, within 72 hours from the time of said service, to wit, March 30, 1929, at 11 o'clock A. M., the property herein named was taken into possession and delivered to the within named plaintiff, the Underwood Typewriter Company, through their agent, and Attorney, J. Berry Eckels, Esq.

So answers C. A. Jones, Sheriff.

And now, March 21, 1930, comes the plaintiff, by its attorney and enters judgment against defendant and in favor of plaintiff for the personal property set forth in the praecipe for want of an appearance

J. Berry Eckels
Attorney for Plff.

And now March 21, 1930 I hereby enter judgment against Defendant in favor of Plaintiff for personal property described in writ for the value of Eighty One and 60/100 Dollars on praecipe of atty. (See Margin)

Debt 81.60

V-55-

Judgment
V. L. Greeley Prothy

March 21, 1930, Received satisfaction in full of above judgment, and I authorize the prothonotary to satisfy the same of record.

J. Berry Eckels Attorney for Plaintiff.

J. Berry Eckels

51

Curtis L. Webb for
21 N. Riggs Garnishee
Attest V.L. Greeley, Pro
May 13 1929.

N. D. Phelps, now for use of O. A. Speakman
vs.
Jennie J. Hannold & J. G. Hannold, Defts. and W. H. Rice and Vesta Rice and First National Bank of Bonneau Lake, Ca., Garnishee.
Issued March 27, 1929

Tax $ writ (Atty fd) # 2.75
Sheff. Jones (Atty fd) 8.00

Of No. 357 February Term, 1928
Attachment Execution,
Returnable to next term.
To attach all goods, chattels, moneys, rights, credits and effects of the defendant in the hands possession and custody of whomsoever the same may be, and especially in the hands of W. H. Rice and Vesta Rice, and First National Bank of Bonneau Lake, Ca., and summon them as garnishees

Writ returned: Served on W. H. Rice and Vesta Rice, March 29, 1929, at 10:30 A.M. at their home two miles west of Meadville; also, on J. J. Hannold, at garage two houses west of his home, 2 miles east of Bonneau Lake; also, on S. W. Gehr, Cashier, at First National Bank of Bonneau Lake, Ca., at 3:00 P.M. March 29, 1929, by handing to each of them personally a true and attested copy of within writ. So answers Chas. A. Jones, Sheriff.

MAY TERM, 1929

J. Berry Eckels 52	✓ Murray Thewret vs ✓ Hazel R. Boyd, administratrix of the estate of Earl M Boyd, deceased. Issued March 30, 1929 Tax & writ (Plff. pd) 2.00 Shff Jones (Atty. pd) 3.60 atty 3.00 Pm & Dis 4/23/34 pd 1.00	Summons in Assumpsit, Returnable to first Monday of May next. Bo. pd. & Dg. Writ returned: Served on defendant April 2, 1929, at 11 o'clock A.M., at her home 1 mile south of Saegertown, Woodcock Twp. Crawford County, Penna, by handing a true and attested copy of summons to her personally. So answers D. A. Jones, Shff Apr 23 1934 This case settled and discontinued of record. J. Berry Eckels atty for Plff.

Thomas & Thomas ✓
53

Virginia Haas
vs.
Herbert Haas
Issued April 1, 1929

		#
Tax & writ (paid)		3.00
Shff. Jones (Atty's Cost pd)		2.60
Master A.L. Mook	5-14-29	25.00
Sto. C.	paid	8.10
Atty		3.00

Subpoena in Divorce, with prayer for custody of Herbert F. Haas, minor son of parties.

And now, April 1, 1929, subpoena awarded, returnable to the first Monday of May next. Per Curiam (Signed) O. Clare Kent, P.J.

Subpoena returned: Served the within Subpoena in Divorce on the respondent personally on the 2d day of April, 1929, 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 6, 1929, Alden L. Mook, Esq. is hereby appointed Master as prayed for. Per Curiam. (See paper filed) Com. issued.

May 17, 1929 Testimony on part of Libellant and Report of Master filed.

On Argument List for May Term, 1929, No 24.

Now, May 28, 1929, After due consideration, a divorce is decreed as prayed for, and it is further ordered that the respondent, Herbert Haas, pay the costs of this proceeding. The custody of the minor son, Herbert F. Haas, is hereby awarded to the libellant, Virginia Haas. Per Curiam.

Libel: And now, to wit: May 28, A.D. 1929, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed. That the said Virginia Haas be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Virginia Haas, the libellant, and the said Herbert Haas, the respondent. And that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage, shall cease and determine; 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 Herbert F. Haas, minor son of the parties, be and the same is hereby awarded to said libellant, Virginia Haas.

Per Curiam.

MAY TERM, 1929

to Victor Johnson 54	Florence G. Boynton vs. Harold M. Boynton Issued April 1, 1929.	Subpoena in Divorce and for custody of minor child, Alan Boynton, aged four years.
		And now, April 1, 1929 the within petition presented in open Court, and subpoena awarded, returnable to the first Monday of May, A.D. 1929.
		(Signed) Per Curiam. O. Blare Kent, P.J.
	Tax & writ (paid) 3.00	Subpoena returned: April 9, 1929 served the within subpoena in Divorce on the within named respondent, Harold M. Boynton, personally, at his place of residence at Starbrick, Warren County, Penna, by reading and making known to him the meaning of the contents of the within subpoena and handing to him a true and attested copy of the same. So answers,
	Sheff. Jones (pd by Atty) 6.60	
	J. P. Eckels, Master (pd) 25.00	
	Bro. Greeley for Co. 5/27/29 paid 8.10	
	Atty 3.00	H.H. Jefferson, Shff. of Warren Co. Pa.

And now, May 6, 1929, J. Perry Eckels, Esq., is hereby appointed Master to take testimony and report thereon to the Court.
(See paper filed) Com. issued. Per Curiam.

May 17, 1929, Testimony and report of Master filed.
On Argument List for May Term, 1929, No. 25.

Now, May 28, 1929, After due consideration, a divorce is decreed as prayed for, and it is further ordered that the respondent, Harold M. Boynton, pay the costs of this proceeding. The custody of the minor child, Alan Boynton, is hereby awarded to Libellant. Per Curiam.

Decree: And now, to wit: May 28, A.D. 1929, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed. That the said Florence G. Boynton be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Florence G. Boynton, the libellant, and the said Harold M. Boynton, the respondent: And that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent, at any time heretofore in pursuance of said marriage, shall cease and determine; 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 minor child, Alan Boynton, be and the same is hereby awarded to said libellant, Florence G. Boynton.

Per Curiam.

W. J. Sirdevan
55

Nancy Isabelle Rogers
vs.
John Reuben Rogers
Issued April 1, 1929.

Tax & writ (paid)	3.00
Shff. Jones	17.60
Master-C.B.Stegner	.0
Prg. G. (Pd. by Lib. per Atty 5/6/29)	8.10
Atty	3.00

Subpoena in Divorce
And now, April 1, 1929 Subpoena awarded, Returnable to First Monday of May, 1929. Per Curiam.
(Signed) O. Clare Kent, P.J.
Subpoena returned: Served the within subpoena in divorce on the respondent personally, on the 30th day of April, 1929, 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 6, 1929, Chas. B. Stegner, Esq. is appointed Master in this case to take the testimony of libellant and her witnesses, and report the same to the Court with his opinion. Per Curiam.
(See paper filed) Com. issued.

May 17 1929 Testimony and report of Master filed.
On Argument List for May Term, 1929, No. 26.
Now, May 28, 1929, After due consideration, a divorce is decreed as prayed for, and it is further ordered that the respondent, John Reuben Rogers, pay the costs of this proceeding. Per Curiam.
Decree: And now, to-wit: May 28, A.D. 1929, 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 Nancy Isabelle Rogers be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Nancy Isabelle Rogers the libellant, and the said John Reuben Rogers, the respondent. And that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage, shall cease and determine; And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married.
Per Curiam.

MAY TERM, 1929

L. W. Benedict Aug. 18/33.		
W. J. Sisderan ✓ 56	Martin J. Lynch vs	Summons in Trespass, Returnable to 2d. Monday of May, 1929.
S. Y. Rossiter ✓	The Pennsylvania Railroad Company. Issued April 1, 1929	Writ rets'd: Daniel B. Roberts, const., makes affidavit that "he served the within ~~writ~~ summons upon the Pennsylvania Railroad Company by delivering to and leaving with Harry J. Garner, Agent of said company at Titusville, Pa., a true and attested copy thereof and making known the contents thereof to him."
	Tax & writ (Atty pd) 2.00	
	Shff. Jones (Atty pd) 2.40	
	D. B. Roberts .50	
	Bro. Greeley for Co. 6.50	
	3.00	

And now, April 15, 1929, writ returned; Served the within deft. by deputizing D. B. Roberts, Constable, as per his return attached.

So answers C. H. Jones, Sheriff.

April 17, 1929, S. Y. Rossiter, Esq., appears for deft. (See paper filed)

Feb. 6, 1932 Statement of claim filed

On Trial List for 1st & 2nd Mon. of March 1932 at no. 33.

March 7, 1932, Continued by agreement of counsel

On Trial List for 1st & 2nd weeks of Jan. 1933 at No 36

Jany 12, 1933. This case having been reached for trial, no parties being present to proceed therein, the said case is hereby continued generally. Per Curiam.

On Trial List for 1st and 2d weeks of Mar. 1933, No. 32.

Aug. 18, 1933, L. W. Benedict, Esq., appears for the plaintiff in the above entitled case. (See paper filed)

W. J. Sinderan
57
S. Y. Rossiter

Albert Breed
vs
The Pennsylvania Railroad Company
Issued April 1, 1929

	#
Tax + writ (Atty pd)	2.00
Shff. Jones (Atty pd)	2.40
D. P. Roberts	.50
Geo. Greeley for Co.	8.25
	3.00

Summons in Trespass; Returnable to 2d Monday of May, 1929.

Writ rtd: Daniel C. Roberts, Constable, makes affidavit, "that he served the within Summons upon the Pennsylvania Railroad Company, by delivering to and leaving with Harry S. Palmer agent of said Company, at Titusville, Pa., a true and attested copy thereof and making known the contents thereof to him."

And now, April 15, 1929, writ returned: Served the within named defendant by deputizing Constable D. P. Roberts, as per his return above. So ans. J. A. Jones, Shff.

April 17, 1929, S. Y. Rossiter, Esq., appears for Deft. (See paper filed)

Sept. 2, 1930, Plffs. Statement of claim filed.

On Trial List for 1st & 2d Mondays of Oct. 1930, No. 15

Oct. 13, 1930. Case called for trial, no parties or attorneys present and case passed. Per Curiam

On Trial List for 1st & 2d Monday of Jan. 1931, No. 17.

Jan. 13, 1931. Case called for trial and all parties being absent, the case is passed. Per Curiam.

On Trial List for 1st & 2nd Monday March 1931 No 18

March 4, 1931. Continued by consent (Sinderan)

On Trial List for first & second Mondays of Jan 1932 no 27

Jan. 11, 1932. Continued by agreement of counsel.

On Trial List for 1 & 2 mondays of Mar 1932 at no 20

"March 7, 1932, Settled."

MAY TERM, 1929

Walter J. McClintock 58	William L. Blair, Inc vs to A. Smith, Dept. Mgr to S. Kindervater Garnishee. Issued April 2, 1929 12-5-29 $ Jay + writ paid 2.75 Shff. Jones (pd by Pltff.) 3.50	Of No. 304 February Term, 1929. Attachment Execution, Returnable to next Term. Now, Oct. 7, 1929, Writ returned by order of plaintiffs attorney. So answers W. H. Jones, Sheriff.

59

A. J. McElwee
vs.
Lulu Gourley and
W. J. Gourley
Entered April 2, 1929

Pro. Greeley (Dept. fee) $ 2.25

Original Tax + entry (Dept. fee) 1.50

Of No. 72 May Term, 1924.
Amicable Scire Facias sur Judgment.

It is agreed That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said county, and duly so returned, and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Two Hundred and seventy Dollars, being the amount of debt, now due on the original judgment, with interest from April 11, 1929.

	$
Debt	270.00
Interest from April 11, 1929	
Judgment.	

V. L. Greeley, Prothy

G. fee 2.03

July 6, 1931 received payment in full of the within judgment and the Prothonotary is directed to mark same satisfied of record

A. J. McElwee

MAY TERM, 1929

J. Barry Eckels 60	✓ The D.G. Eddy Co. vs. ✓ Alfred H. Foreman, Dept. and, ✓ Merchants National Bank of Meadville Ga., Garnishee Issued April 3, 1929 # Tax & writ (paid) 2.75 Shff. Jones (Levy, &c) 5.10	Of No. 282 September Term, 1928 Attachment Execution, Returnable to next term. To attach all and singular the goods and chattels, rights and credits, of the deft. in whose hands or possession the same may be, and especially in the hands or possession of Merchants National Bank of Meadville, Ga., and summon them as garnishees. Writ paid: Served on H.S. Tripp, Cashier, Merchants National Bank, Meadville, Ga., Garnishee, April 4, 1929, at 1:45, P.M.; and on Alfred H. Foreman, April 6, 1929, at 10 A.M., by handing to each of them personally a true and attested copy of within writ. June 25, 1929., writ returned by order of plaintiffs attorney. So answers C.H. Jones, Sheriff

Wesley B. Best v. Perry Ickes

61
5-1-29 U.S.V.

Rollin T. Silverthorn
vs
Iva Silverthorn
Issued April 4, 1929

Tax & writ (Atty pd) 3.00
Sheff. Jones (Atty pd) 2.60
Master-Delp pd 5-21-29 (Pd 6.5.00) 25.00
Geo. Greeley for Co. paid 10.10
Atty 3.00
Appeal to Superior Ct. (pd) 3.00

Subpoena in Divorce.

And now April 4, 1929, Subpoena awarded, Returnable to first Monday of May next. Per Curiam.
(Signed) O. Blare Kent P.J.

Subpoena returned: Served the within Subpoena in Divorce on the respondent personally on the 10th day of April, 1929, 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.

And now, May 6, 1929, August Delp, Esq., is hereby appointed Master as prayed for. (See paper filed) Copy issued. Per Curiam.

May 6, 1929, Answer of respondent filed.

And now, May 6, 1929, upon petition of respondent presented in open Court, a rule is granted on the libellant to show cause why an allowance for alimony pendente lite, and counsel fee, should not be granted; returnable the fourth Monday of May, 1929, at 10 o'clock A. M. Per Curiam. (See paper filed)

May 17, 1929, Testimony and report of Master filed.

On Argument List for May Term, 1929, No. 27.

May 20, 1929, Argued b. A. V.

Now, May 28, 1929, After due consideration, a divorce is decreed as prayed for in accordance with opinion this day filed. Per Curiam.

Order at end of Opinion: And now May 28, 1929, after due consideration, the Master's report herein is hereby approved, and a divorce is decreed as prayed for. (See opinion of Court filed) Per Curiam.

Divorce: And now, to wit, May 29, 1929, this cause came on to be heard on libel, subpoena, subsequent proceedings and evidence therein duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered adjudged and decreed, That the said Rollin T. Silverthorn be divorced, and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him the said Rollin T. Silverthorn, the libellant, and the said Iva Silverthorn the respondent; and that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at any time heretofore in pursuance of said marriage, shall cease and determine; 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.

—— Contd on margin ——

June 5, 1929 Petition for an appeal by Deft. to the Superior Court filed, assigning numbered in said Court 65 of April Term, 1930, and returnable the second Monday of April, 1930.

Aug. 19, 1929, Affidavit in lieu of recognizance filed.

March 19, 1930, Certificate of Prothonotary of the Superior Court, of the discontinuance of the appeal to said Court, fee

lp Victor Johnson 62	Carrie Gillespie Wood vs. Silas A. Wood Issued April 4, 1929. # Tax & writ (paid) 3.00 Shff. Jones (pd by atty) 1.60 Shff. Jones - alias (pd by atty) 1.60 Shff. Jones - proc. (paid) 11.15 Master (pd by Lib.) 25.00 5-14-29 Pro Grady wages paid 10.10 atty 3.00	Subpoena in Divorce and for the custody of Elizabeth G. Wood, aged six years, child of the parties. And now, April 4, 1929, the within petition presented in open Court and subpoena awarded, returnable to the first Monday of May, 1929. Per Curiam. (Signed) O. Clare Kent, P.J. Subpoena returned May 6, 1929: Non est inventus as to the within named respondent. So answers C.A. Jones, Shff. July 31, 1929 Alias subpoena in divorce issued, returnable to first Monday of Sept. next. And now, Sept. 2, 1929, writ returned: Non est inventus as to the within named respondent. So answers C.A. Jones, Sheriff. Oct. 3, 1929 Order issued for publication of Sheriffs proclamation, returnable to first Monday of November next. And now, Nov. 4, 1929: I have made proclamation in the above entitled case according to law, and caused the same to be published in the Tribune-Republican, a newspaper printed within my bailiwick, for four weeks successively prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached. So answers Chas. A. Jones Shff. And now, Nov. 5, 1929, On motion in open Court, Arden D. Mook, Esq. is hereby appointed Master to take testimony and report thereon to the Court. Per Curiam. (See paper filed) Same day, Commission issued. Nov. 15, 1929, Testimony and report of Master filed. On Argument List for Nov. Term, 1929, No. 17. Dec 7, 1929, After due consideration, a divorce is decreed as prayed for, and it is further ordered that the respondent, Silas A. Wood, pay the costs of this proceeding. The custody of minor child, Elizabeth G. Wood, is hereby awarded to the libellant, Carrie Gillespie Wood. Per Curiam. Decree - And now, to wit: December 7, A.D. 1929, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed. That the said Carrie Gillespie Wood be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her (Record continued on Page 603

August Delp '63

Anita Bailey
vs
Harold LeRoy Bailey
Issued April 4, 1929.

Tax, writ 4-5-29 # paid 3.00
Shff. Jones, (Atty fd) 12.40 (3.25)
Master, W. J. McC. (fd) 25.00
Pro. Greeley, fpd May 2/29 8.10
Atty 3.00

Subpoena in Divorce and for the custody of the two minor children of said marriage, to wit: Harold Alexander Bailey, aged five years, and Anita Katherine Bailey, aged one year.

And now, April 4, 1929 Subpoena awarded, Returnable to the first Monday of May, 1929.

(Signed) Per Curiam
O. Clare Kent, P.J.

Subpoena returned: Served the within Subpoena in Divorce on the Respondent personally on the 1st day of May 1929 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 William V. Kennedy, Sheriff of Beaver County, Pa.

And now May 9, 1929 Walter J. McClintock, Esq., is hereby appointed Master. Per Curiam. (See paper filed) Com. issued.

May 15, 1929 Testimony and report of Master filed.

On Argument List for May Term, 1929, No. 28.

Now, May 28, 1929, After due consideration, a divorce is decreed as prayed for, and the respondent, Harold LeRoy Bailey, is hereby ordered to pay the costs of this proceeding. The custody of the two minor children, Harold Alexander Bailey and Anita Katherine Bailey, is hereby awarded to Libellant, Anita Bailey.

Per Curiam.

Decree: And now, to wit: May 28, A.D. 1929, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed. That the said Anita Bailey be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Anita Bailey, the libellant, and the said Harold LeRoy Bailey, the respondent. And that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage, shall cease and determine; And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married. And it is further ordered that the custody of the two minor children, Harold Alexander Bailey and Anita Katherine Bailey, be and the same is hereby awarded to said libellant, Anita Bailey.

Per Curiam.

64

✓ Minnie Levy
vs.
✓ Alexander Levy
Entered April 4, 1929

Pro. Greeley (Plff.'s) $2.50

Of No. 215 & 216 November Term, 1923
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 waivers and conditions contained in the original judgment note, for the sum of Seven hundred and forty-seven and 50/100 Dollars, being the amount of debt, interest and costs now due on the original.

Debt $747.50
Int. from Jan. 7, 1929
Judgment
L.J. 26.
V. L. Greeley, Pro'thy

65	✓ H. B. Rittan vs ✓ Eagle Transfer Company, a Delaware Corporation, of Titusville, Pa. Entered April 5, 1929. Jay Henry (Pd by Dft.) 1.50 Costs on Trans. 8.26	Appeal by Defts. from Judgment of Peter B. Tarr, Alderman.

MAY TERM, 1929

Syd & b. Boland 66	✓ Thomas Kirk vs ✓ Hannah Kirk Issued April 5, 1929 #	Subpoena in Divorce And now April 5, 1929, Subpoena awarded, Returnable to next term By Curiam, Signed O. Blare Kent, P.J. Subpoena rets: Served the within Subpoena in Divorce on the Respondent personally, on the 5th day of April, 1929 by delivering to her a true and attested copy of the same, and making known to her the contents thereof, as appears from contents as above. So answers, H.J. Schrubb, Constable And now, May 13, 1929, Paul E. Thomas, Esq. is hereby appointed Master in Divorce to take testimony and report to the Court in above case. By Curiam. (See paper filed) Com. issued.
	Tax & writ (paid) 3.00 H.J. Schrubb, on sub. P.E. Thomas, Master Pro. P. for Co. Atty	

d appearance for Merchants Natl Bank. 8/30/29
John Schuler
167

G. N. Kepner use of Merchants National Bank of Meadville
vs.
L. A. Stallsmith
Entered April 8, 1929

Pro. Greeley (Bank pd) 2.25
Orial costs 1.50
Prs. Cs. (pd Aug. 30/29) .25

Of No. 28a February Term, 1924
Amicable Scire Facias sur Judgment
It is agreed That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the deft. by the Sheriff of said County, and duly so returned and that a judgment be entered thereon in favor of the plaintiff and against the defendant with all the waivers and conditions contained in the original judgment note, for the sum of One Thousand Dollars, being the amount of debt, interest and costs now due on the original judgment.

Debt $1000.00
Int. from March 23, 1929.

St. page 30

Judgment
W. L. Greeley, Pro.

Fi. Fa. to No. 123 Sept. Term, 1929

Apr. 28. 1930. This judgment ordered satisfied and paper filed
John Schuler
Atty Plff.

MAY TERM, 1929

Thomas & Thomas

68

Thomas & Riebort

April 29 1929 Recd of Defts Nine Dollars as costs in this case
V. L. Greeley Pro

Apr 29, 1929, Recd V. L. Greeley Pro. $3, being Verdict fees.
Sheriffs Thomas.

Wilbert Wood, Minor, by his father and next friend, John Forest Wood, and John Forest Wood, in his own right,
vs.
Erie Railroad Company
Entered April 8, 1929

	#
Tax & entry	2.00
Pro. S. for Co.	4.00
Atty	3.00

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

Now, April 8, 1928, Thomas & Riebort appear for defendant, waive the issuance of the summons, and accept service of the writ, with the same force and effect as though said summons had been duly and regularly issued and service thereof duly made by the Sheriff of Crawford County upon the said defendant. (See paper filed)

And now, April 8, 1929, Thomas & Riebort Attorneys for Defts., confess judgment in this Amicable action of trespass in favor of the plaintiffs and against the defendant, for the sum of One hundred Dollars ($100.00).

	#
Debt	100.00

Int. from April 8, 1929.

Corp. p. 10. Judgment

W. L. Greeley, Prothy

April 8, 1929. The above judgment satisfied, as per receipt and release of plaintiffs filed.

Walter J. McClintock

69

Thomas & Thomas for Garnishee

L. D. Peterson and A. W. Gustafson, partners doing business under the name of Peterson and Gustafson, vs. A. B. Allen, also known as Albert B. Allen, defendant, and Crawford County Trust Company, Garnishee.

Issued April 10, 1929

Gro. Greeley 7-5-29 # paid 2.25
Pro Scire (Paid) 1.50

Of No. 160 September Term, 1928.

Scire Facias against the garnishee in above Attachment Execution. Returnable the first Monday of May, 1929.

And now, April 10, 1929, we hereby accept service of the within writ as fully and effectually as if the same had been duly served upon the garnishee by the Sheriff of Crawford County.

(Signed) Thomas & Thomas, Attorneys for Garnishee.

(See writ)

And now, April 10, 1929 the above garnishee by attorneys pleads Nulla bona. (See paper filed.)

June 20, 1929 Stipulation for trial without jury filed (See paper in No. 160 Sept. Term, 1928)

July 2, 1929 For decree and judgment against garnishee, see No. 160 Sep. Term, 1928.

Kent & Mook
70

Otto Kohler Esq Dft
5/6/29

March 14 1931 Read of J. F. Sparber dept One hundred Twenty six and 21/100 Dollars Costs in above case
V. E. Greeley P.S.

And now, March 14, 1931 received from V. E. Greeley Crosby, the sum of $73.26 as costs in the above case to wit: Tax Court $3.00, Atty 6.00; Offs Bill of Costs 61.26; atty 3.00.
Kent & Mook
by Arden Mook
Attys for Plff.

March 14 1931 Rec'd of P.S. Greeley Forty and 95/100 Dollars Stenographers fees in the above case
C. E. Altenburg

Ida J. McBride
vs
John F. Sparber
Served April 10, 1929.

Tax Court (Attys fee)	$ 3.00
Sheff. Jones (Attys fee)	6.00
Pro. Greeley, use of Co.	12.00
Stenographer	40.95
Offs Bill of Costs	61.26
Atty	3.00

Ejectment for all that certain piece or parcel of land situate in the Borough of Linesville, bounded and described as follows: Beginning at a point on the south side of Bunday Avenue, said point being 50 feet west of the northeast corner of the land of the plaintiff, Ida J. McBride; thence south 120 feet along the land of John Sparber; thence east 4 feet more or less along the land of John R. Stevens et ux to a point; thence northwesterly to the place or point of beginning; said piece or parcel of land being triangular in shape and containing one two hundredths of an acre, more or less;

Returnable the second Monday of May 1929.

April 10, 1929, Affidavit of Plff. as to claimant to land and his residence, filed.

April 10, 1929, Plff's. declaration and abstract of title filed.

May 1, 1929, Affidavit of defense filed.

Writ returned: Served on John F. Sparber, defendant personally, April 11, 1929, at 5 P. M., at his residence in Linesville, Pa., by handing him a true and attested copy of within writ and also, declaration and abstract of title. So answers

C. E. Jones, Sheriff.

And now, to wit, May 13, 1929 upon presentation and consideration of petition of plaintiff by attorneys, a rule is hereby granted on the defendant to show cause why judgment on the pleadings should not be entered in favor of the plaintiff; Returnable the first Monday of July, 1929.

(See paper filed)

Per Curiam.

And now, July 1928 Return day of above Rule continued to first Monday of August next at 10 o'clock A. M. Per Curiam (See paper filed)

And now, Sep. 20, 1929, Order granted to place this case upon the Sept. Term Arg't. List, on motion for judgment on the pleadings (See paper filed)

Per Curiam.

On Arg't. List for Sep. Term, 1929, No. 6. Sept. 27, 1929, Argued C.A.V.

And now, September 27, 1929, upon argument of the rule in the above entitled matter to show cause why judgment should not be entered in favor of the plaintiff on the pleadings, said rule to be made absolute within twenty days from date, unless the defendant within said twenty days files a proper answers as required by the Act of Assembly of June 12, 1919, P. L. 478. Upon failure to file said answer and upon presentation of the proper order setting forth the premises, judgment will be entered upon the same in accordance therewith. Per Curiam (See paper filed)

Continued on page 596.

Kent + Mook vs Thomas + Tibbato vdr.	Matt Neville vs W. M. Jefferson Issued April 11, 1929. Tax + writ (Plff. pd) 3.00 Shff. Jones (pd by Plff) 6.30	Replevin for one mirror 5 ft. by 6 ft., six chairs, one setter, Two small kitchen tables, one range cooking stove, Three beds and bed ware, cooking utensils, Two carpets, Two dresser tops, one shot gun, Two pool tables, Two barber chairs, one ice chest, one bench, one sterilizer, one pair electric clippers, four pair hand clippers, five razors, one electric fan, one cash register, three mirrors, one heating stove, three gas stoves, three sets of pool balls, thirty cues, three cue racks, one hot plate, one show case, four electric light fixtures in all of the value of Five hundred ten Dollars, ($510.00) Returnable to first Monday of May next. April 11, 1929, Affidavit of value filed. Same day, Bond of Plff. with Lewis Penn as surety, in the penal sum of $1000.00, approved and filed. Writ returned: Served on W. M. Jefferson personally, April 11, 1929 at 2:45 P. M., at residence 187 Mead Av., Meadville, Pa.; also, on Tommy Miles, who had goods in his possession, at his home one half mile north of Hartstown, Pa., April 18, 1929, at 3:40 P. M., by delivering to each of them personally a true and attested copy of within writ, and making contents thereof known to them. Within named goods were replevined by me, and placed in possession of plaintiff, the said defendant having failed to file bond within 72 hours from said service, as required by law. So answers C. A. Jones, Shff.

72	✓ Merchants National Bank of Meadville, Pa vs Roland Yocum Entered April 11, 1929 Pro. Greeley (Plff. paid) 2.25	Of No. 302 February Term, 1924. 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 judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Dollars, being the amount of debt, interest and costs now due on the original judgment. Debt # Int. from March 31, 1929. Judgment V. D. Greeley, Pro. Y. P. 4.

April 2, 1934, Am. Sci. Fa. to No. 50 May Term, 1934.
July 16, 1943, This judgment is Satisfied (See Am. Sci Fa.)

Fred S. Kiebort 73	The Empire Finance Company, a corporation vs. Pearl E. Davidson and John K. Davidson, defendants, and Merchants National Bank of Meadville, Garnishee. Issued April 12, 1929 Tax & writ (paid) 2.75 Shff Jones (paid) 4.40	Of No. 349 February Term, 1929. Attachment Execution. Returnable to next term. To attach all and singular the goods and chattels, rights and chattels, moneys and property of the defts. in whose hands the same may be, and especially in the hands of Merchants National Bank of Meadville, and summon it as garnishee. Writ returned: And now, April 12, 1929, writ returned: Served on A.D. Tripp, Vice President and Cashier of Merchants National Bank of Meadville, Garnishee, at Bank, April 12, 1929, at 10:35 A.M.; also, on Pearl E. Davidson and John K. Davidson, at Room 6 Lafayette Hotel, City, April 12, 1929, at 10:45 A.M., by handing to each of them personally a true and attested copy of within writ. So answers Chas. A. Jones, Sheriff.

MAY TERM, 1929

Dickson Andrews ✓ 74	Henrietta Etzweiler vs. Nathaniel Fay Etzweiler Issued April 13, 1929 # Tax twirk (paid) 3.00 Shff. Jones	Subpoena in Divorce And now, April 13, 1929, the within petition presented in open Court and subpoena awarded, returnable to the second Monday of May A.D. 1929. Per Curiam. (Signed) O. Blare Kent, P.J.

2 Leland J. Gulbertson
75

Elizabeth Bornt
vs
Ward W. Bornt
Issued April 13, 1929

Tax & writ (Atty pd) #	3.00
Shff. Jones (Atty pd)	1.60
Shff. Jones-alias (pd)	1.60
Shff. Jones-proc. (paid)	11.15
W. J. McC., Master (paid)	25.00
P.S. Greeley use of Co pd	10.10
atty	3.00

Subpoena in Divorce.

And now April 13, 1929, Subpoena awarded, returnable to the first Monday of June, A.D. 1929.

Per Curiam
(Signed) O. Clare Kent, P.J.

Subpoena returned July 1, 1929: Non est inventus as to the within named respondent. So answers

C. H. Jones, Sheriff

Aug. 3, 1929 Alias subpoena in divorce issued, returnable to first Monday of Sept. next.

Alias Subpoena ret'd Sept 2, 1929: Non est inventus as to within named respondent. So answers C. H. Jones, Shff.

Oct. 10, 1929 Order for proclamation issued returnable to Second Monday of Nov. 1929.

Oct. 17, 1929, Walter J. McClintock, Esq., is appointed Master to take testimony and make report. Per Curiam (See paper filed) Cert. of appointment issued.

And now, November 11, 1929, 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 Titusville Herald, a newspaper printed within my bailiwick, for four weeks successively prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached. So answers Chas. H. Jones, Sheriff.

Feb. 11, 1930. Testimony and report of Master filed.

On Argument List for Feb 24, 1930 at No. 19

March 13, 1930, After due consideration, a divorce is decreed as prayed for, and the respondent, Ward W. Bornt, is hereby ordered to pay the costs in this proceeding. Per Curiam

Decree: And now to-wit: March 13 A.D. 1930 this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said Libel be true, it is by the Court ordered, adjudged and decreed That the said Elizabeth Bornt be divorced and forever separated from the matrimonial ties and bonds of matrimony heretofore contracted between her, the said Elizabeth Bornt, the libellant, and the said Ward W. Bornt the respondent. And that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at any time heretofore, in consequence of said marriage, shall cease and determine;

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

Per Curiam

Thomas & Kiebort
vs
Victor Johnson
May 13, 1929
Attest:
W. S. G. Pro.

Nina B. Hodge
vs
Edward J. Hodge
Issued April 13, 1929

Tax & writ (Atty pd) 3.00
Shff. Jones (Atty K. pd) 2.80

Subpoena in Divorce
And now, April 13, 1929, Subpoena awarded, returnable to 2d Monday of May, 1929.
Per Curiam
(Signed) J. Clare Kent, P.J.

Subpoena returned: Served the within subpoena in divorce on the respondent personally, on the 19th day of April, 1929 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. N. Jones, Sheriff.

May 13, 1929 Answer of respondent filed.
May 13, 1929
And now, On motion in open Court, a rule is hereby granted upon the libellant to show cause why a jury trial should not be granted and an issue therefor framed see leg., Returnable to the 4th Monday of May, 1929, at 10 o'clock A. M.
Per Curiam
(See paper filed)
On Trial List for 1st & 2d Mondays of Oct. 1929, No. 9.
Oct. 7, 1929, Continued by consent. Per Curiam

Thomas + Kiebort
77

Minnie B. Knowles
vs.
Wallace Henry Knowles
Issued April 13, 1929.

Tax writ (Atty pd) 3.00
Shff. Jones (pd by Atty) 1.60
Shff. Jones-alias (pd by Atty) 1.60
Shff. Jones-pluries ---
Watter Anderson on Sub (pd) 9.30
A. D. Andrews, Master (Trial) 25.00
Pro. Sy. for Co. (pd by Atty 6/30) 9.10
Atty 3.00

Subpoena in Divorce.
And now, April 13, 1929 Subpoena awarded, Returnable to Second Monday of May next.
Per Curiam
(Signed) O'Clare Kent, P.J.

Subpoena rets'd May 13, 1929: Non est inventus as to the within named respondent.
So answers C. H. Jones, Sheriff.

June 1, 1929, Alias Subpoena in divorce issued, returnable to first Monday of July next.

Alias writ rets'd July 1, 1929: Non est inventus as to within named respondent.
So answers C. H. Jones, Sheriff.

July 18, 1929, Pluries Subpoena in Divorce issued returnable to the first Monday of Sept. next.

Pluries Subpoena rets'd: Watter Anderson makes affidavit: "That he served the within Subpoena in Divorce upon Wallace Henry Knowles, the respondent herein named on the 22d day of July, 1929, at 7 o'clock P. M. by delivering to him a true and attested copy of the within Subpoena in Divorce, at his place of employment, Columbus in the Township of Columbus, County of Warren, and State aforesaid, and making the contents thereof known to him," etc. See affr. on file.

Now, Sept. 3, 1929, On motion in open Court, A. D. Andrews, Esq., is appointed Master to take testimony in above stated case. (See paper filed) Com. issued. Per Curiam.

Nov 17 1930 Testimony and report of Master filed.

On Argument List for Nov. Term, 1930, No. 12.

Nov 28, 1930, After due consideration a divorce is decreed as prayed for, and the respondent, Wallace Henry Knowles, is hereby ordered to pay the costs in this proceeding. Per Curiam.

Decree:

And now, to wit November 28, A.D. 1930, this cause came to be heard on libel subpoena, subsequent proceedings and evidence thereto, duly taken and filed of record and it appearing to the Court that the causes set forth in said libel are true, it is by the court ordered adjudged and decreed,

That the said Minnie B. Knowles be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Minnie B. Knowles the libellant and the said Wallace Henry Knowles 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 hereafter to in pursuance of said marriage shall cease, and determine;

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

Attest: "See paper filed." Per Curiam
H. B. Gruber Prothonotary

MAY TERM, 1929

Thomas & Kiebort ✓ 78	Marguerite L. Freier vs. Clarence A. Freier Issued, April 13, 1929 Tax & work (Atty fd) 3.00 Shff. Jones (pd Dec. 5/29) 1.60	Subpoena in Divorce And now, April 13, 1929 Subpoena awarded, Returnable to Second Monday of May next. By Curiam (Signed) O. Clare Kent, P. J. Subpoena returned: And now, Dec 6, 1929, writ returned: Non est inventus as to the within named respondent So answers C. H. Jones, Sheriff

Otto Kohler

79

Elizabeth Heffern, by Her Father and next friend Ola Reese
vs.
Melvin Heffern
Issued April 13, 1929

Tax twice (Atty pd) 3.00
Shff Skelly (paid) 3.00
C.L. Webb, Master 25.00
Pro. Fs. for Co. (Paid Aug 22/29) 8.10
Atty 3.00

Subpoena in Divorce and for the custody of Children. - Donald Laverne Heffern and Fay Christine Heffern.

And now, April 13, 1929, Subpoena awarded. Returnable to the 2d Monday of May, 1929. Per Curiam

(Signed) O. Blare Kent, P.J.

Subpoena returned: O. J. Skelly, Sheriff of Venango County, makes affidavit "that he served the within subpoena in divorce upon Melvin Heffern, respondent therein named, on May 13, 1929, at 6 o'clock P.M., by delivering to him a true and attested copy of the within subpoena in divorce, and made known to him the contents thereof."

And now, July 1, 1929, Curtis L. Webb, Esq. is hereby appointed Master to take testimony and make report thereon.

(See paper filed) Com. issued. Per Curiam

Aug. 22, 1929, Testimony and Report of Master filed. On Argt. List for Sep. Term, 1929 No. 15.

Oct. 2, 1929, After due consideration a divorce is decreed as prayed for, and it is further ordered that the respondent, Melvin Heffern, pay the costs of this proceeding. The custody of the children, Donald Laverne Heffern and Fay Christine Heffern, is hereby awarded to the libellant, Elizabeth Heffern. Per Curiam.

Decree: And now, to-wit Oct. 2, 1929, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court adjudged and decreed, That the said Elizabeth Heffern be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the libellant, Elizabeth Heffern, the libellant, and the said Melvin Heffern, the respondent. And that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage shall cease and determine.

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, Donald Laverne Heffern and Fay Christine Heffern, be and the same is hereby awarded to the said libellant, Elizabeth Heffern. Per Curiam.

MAY TERM, 1929

	W. E. Ries and George Sretcoff, doing business as W. E. Ries & Company vs Lillian Melvin Entered April 15, 1929 # Jay Entry (paid) 1.50 Costs on Grants (paid by Pft) 8.50	Appeal by Deft from Judgment of William G. Smith, Alderman. May 9, 1930. Plffs. Statement of claim filed, and service accepted by Defts. Attys.
8.0 Thomas Riebort		

R. J. Terry Echols
81

Harvey White
vs
Sophronia Campbell
administratrix c.t.a.
of the estate of
Richard A. Campbell
deceased
Issued April 16, 1929

Tax		
Twp (pd Apr 17/29)		2.00
Shff. Jones		---
Gro. Greeley		2.50
Atty		3.00

Summons in Assumpsit
Returnable to first Monday of May next.
"Ca" page 35.
July 26, 1932 Statement of claim filed
Service by copy accepted by Deft
July 26, 1932 Acceptance of service filed; to wit: "And now April 16, 1929 I hereby accept service of the Summons issued in the above entitled case, with the same force and effect as if the same had been regularly served by the Sheriff of Crawford County, Pennsylvania, and returned duly served by him"
(Signed) Sophronia Campbell
Administrator C.T.A. of the Estate
(See paper filed) of Richard A. Campbell, deceased.
And now, August 11, 1932, 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 same liquidated at the sum of Three hundred three and 21/100 Dollars, with costs of suit.
(See paper filed)

Debt $303.21
Int. from Aug. 11, 1932.
"Ca." p. 35.
Judgment
V. L. Greeley, Prothy.

Oct. 31, 1932. Sci. Fa. to No. 75 Nov. Term, 1932.

MAY TERM, 1929

J. Berry Eckles 82	Shawkey Brothers vs. V. B. Weaver and Amy L. Weaver Entered April 16, 1929 Bro. Greeley (pd Apr. Tg) 2.25 Atty 3.00	Of No. 197 November Term, 1923 Amicable Scire Facias sur Judgment. It is agreed that the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendants by the Sheriff of said county and duly so returned; and that a judgment be entered thereon, in favor of the plaintiffs and against the defendants, with all the waivers and conditions contained in the original judgment note, for the sum of One Hundred Five and 31/100, being the amount of debt, interest and costs now due on the original judgment. Dated March 30, 1929. Debt $ 105.31 Int. from March 30, 1929 W. pp. 37 & 36 Judgment V. L. Greeley, Prothy

83

New First National Bank of Meadville, Pa.
vs.
Bruce D. Kamel
Entered April 17, 1929
Pro. Greeley Deft. pd $2.25

Of No. 296 February Term, 1924.
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 One Thousand Dollars, being the amount of debt, interest and costs now due on the original judgment.

Debt $1000.00
Int from April 15, 1929
Ca. fi. 24 - Judgment
V. L. Greeley, Prothy

Meadville Pa. March 6. 1931 For value received the lien and operation of this judgment is hereby released from the lots Nos 45 and 46 on the Lake View Plan of Lots of Sadsbury Tp and conveyed to Benton Gilmore and Elda Gilmore by deed dated March 5. 1931.

New First National Bank by
H. M. Wilcox Atty in fact

Witness: J. E. Bossard, Atty.

Received
Mar. 17, 1932, for value, the lien of this judgment is hereby released and discharged on the following described piece a parcel of land, to-wit: All that piece of land situate in Sadsbury Twp., Crawford County, Penna. bounded and described as follows: On the north by a public road, on the east by land of Walter Arthington, on the south by a public road, and on the west by land of John Ryatt, containing 57 acres, more or less.

New First National Bank
By. J. W. Hunter, Asst. Cash.

Feb 19, 1934
Received payment in full of the above judgement debt interest and costs and the Prothonotary is hereby authorized to satisfy same of record.

First National Bank
By. J. W. Hunter, Asst. Cash.

Kent & Mook 84	Meadville Buick Company, a Pennsylvania Corporation, vs. E.E. Davis, Deft. and The Aetna Insurance Company of Hartford, Connecticut, Garnishee. Issued April 22, 1929 Jay Twist (Atty fee) # 2.75 Sheff. Jones, (pd by Attys) 4.70	Of No. 3 ~~4~~ February Term, 1929 Attachment Execution Returnable to next term To attach all and singular the goods and chattels, rights and credits, moneys and property of the defendant in whose hands the same may be, and especially in the hands of the Aetna Insurance Company of Hartford Connecticut, and to summon them as garnishee. Writ returned. Served on E.E. Davis personally, at Country Club, Crawford County, Pa. April 22, 1929, at 3:45 P.M.; and on Glenn Miller, Agent of Aetna Insurance Company of Hartford, Conn at his office, Chestnut and Market Sts., City, April 22, 1929, at 3:00 P.M., by delivering to each of them a true and attested copy of within writ and making contents known to them. So answers C.A. Jones, Sheriff.

Thomas & Thomas

Thomas & Riebort

85

Oct 28 1929 Rec'd $ Deft Nine Dollars as Costs
V. L. Greeley Pro

Nov 18, 29, Rec'd of V. L. Greely $3.00 docket fee.
Thomas & Thomas.

Charles Paul Artman, minor, by his father and next friend, Charles Artman, and Charles Artman, in his own right,

vs

Erie Railroad Company.

Entered April 22, 1929

Tax & entry	$ 2.00
Pro. S. for Co.	4.00
Atty	3.00

in trespass in favor of the plaintiffs and against the defendant in the sum of Sixty-one and 60/100 Dollars.

(See paper filed)

Summons in Trespass
Returnable to next term.

April 22, 1929. Appearance, acceptance of service and confession of judgment filed, to wit:

"Now, April 19, 1929, we hereby appear for the defendant in the above entitled case, waive the issuance of the Summons by the Prothonotary, and accept service of the writ with the same force and effect as though the Summons had been duly and regularly issued and service thereof made by the Sheriff of Crawford County upon the said defendant."

(Signed) Thomas & Riebort
Attorneys for Defendant.

"Now, April 19, 1929 we hereby confess judgment in this amicable action in favor of the plaintiffs and against the defendant in the sum of Sixty-one and 60/100 Dollars."

(Signed) Thomas & Riebort
Attorneys for Deft.

Deft $61.60
Int. from April 19, 1929.
Judgment April 22, 1929
V. L. Greeley, Prothy

App. 10-10.

April 22, 1929. The above judgment satisfied, 1st appd receipt and release of plaintiffs filed.

MAY TERM, 1929

Fred L. Boland 86	Frank Thompson vs. Frank Schweller 2d Anna Schweller. Issued April 22, 1929 # Jax+writ (pffs. paid) 3.00 Rec. Hood .50 Shff. Jones (Pffs. pd) 5.80	Scire Facias sur Mortgage recorded in Mortgage Book No. 14, page 79. Returnable to next term. April 22, 1929, Affidavit as to real owner and of default, filed. Writ returned: Served on defendants at their home, about 2 miles east of Springboro, April 23, 1929, at 3:40 P. M., by handing to them personally a true and attested copy of within writ, and making contents thereof known to them. So answers C. N. Jones, Sheriff.

Fred C. Boland
&
Thomas E. Kibbe
May 9, 1929
Attest: V.L.G. Reo.

Bertha Mellon
vs.
A. A. & C. Bixby
Issued April 22, 1929
#
Tax & writ (Plff. paid) 3.00
Shff. Jones (Plff. pd) 7.90

Foreign Attachment in Trespass,
Returnable to next term.
Bail to dissolved $300.00

To attach, goods chattels, moneys rights, credits and effects, lands and tenements of the defendant, in the hands, possession and custody of Earl Shear, at the Peary Garage, in Conneaut Lake, Pa., and summon Earl Shear as garnishee.

April 26, 1929. Bond to dissolve foreign attachment, in the sum of Three Hundred Dollars, signed by Albert A. Bixby, principal, and the Union Indemnity Company, as surety, - filed.

Writ returned: And now, April 22, 1929, at 4:55 o'clock P. M., attached as within commanded, by going to the Peary Garage, Conneaut Lake, Pa., and then and there in the presence of Daniel Floch and M. J. Stewart, two credible citizens of the neighborhood, attaching and declaring that I attached: One Essex Coupe, Motor No. 1032389 as the property of the within named defendant, in the hands, possession and control of the said Peary Garage, and summoned on the same day and time, Earl Shear, by handing to a member of the said firm, Peary Garage, to wit: Harold Shear, copartner, a true and attested copy of the within writ, and making the contents thereof known to him. Nihil habet as to the within named A. A. & C. Bixby.

So answers C. A. Jones, Sheriff

June 25, 1929, Plaintiffs bond, with S. H. Bolster as surety, in the sum of Three Hundred Dollars, returned with the writ and filed.

Sept 8, 1930 - The above case is hereby discontinued.
Fred C. Boland, Atty for plaintiff.

MAY TERM, 1929

J. Henry Echols	Amcoin Coffee System Inc.	Appeal by Defendants from Judgment of A. L. Boynton, Alderman. Dec. 13, 1929 Statement of claim filed, service accepted by Depts. attys.
88	vs	
Curtis L. Webb and August Delp	Etta M. Leonard and J. F. Leonard	
	Entered April 23, 1929	
	#	
Jay Fenley (paid)	1.50	
Costs on Trans (Dft. pd)	7.60	
atty	3.00	
Dis 1-27-30 pd	1.00	
		Jan 27 1930, This case discontinued J. Henry Echols

J. Perry Eckel
vs
Curtis L. Webb &
August Delp

Frank Mercantile Corporation
vs.
Etta M. Leonard & J. F. Leonard
Entered April 23, 1929

Tax & entry (paid)		1.50
Costs on Trans (pd by Def't 12/31/30)		9.60
Bro. S. for Co.	paid	4.75
atty		3.00

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

May 24, 1929, Statement of claim filed.

And now, May 27, 1929, upon presentation and due consideration of the petition of defts. in open Court, a rule to Show Cause is hereby granted upon the plaintiff to enter security for costs, proceedings to be stayed in meantime. (See paper filed) Per Curiam

Aug. 6, 1929, Bond of plaintiff as security for costs, with Alliance Casualty Company as surety, in the sum of $300.00, approved by the Court & filed.

Aug. 23, 1929 Affidavit of defense filed.

And now, Sept. 3, 1929, Amendment to Statement of claim allowed by the Court and filed.

On Trial List for 1st & 2nd Mondays of Jan'y 1930 No. 33

Jan'y 6, 1930, Continued by consent.

Now, February 10, 1930, this case, entitled and No. 33 Dec. Term, 1929 is continued of record.

J. Perry Eckel, Atty for Plff.

Curtis L. Webb
90

June 17 1930 Rec'd of Blaine S. Cook Fifty two and 55/100 dollars prepaid Costs V. L. Greeley Pro

June 18 1930 Rec'd of Pro Greeley Fifty two and 55/100 prepaid Costs in this case
C. E. Webb

Blaine S. Cook
vs.
Eva E. Cook
Issued April 27, 1929

Jay & Swit (Atty paid)	3.00
Shff. Jones (pd by Atty)	1.60
Shff. Jones-al (Atty pd)	1.60
Shff. Jones-proc (Atty pd)	8.25
D.B. Thompson, Master (Atty pd)	25.00
Pro Greeley use of Co (5-29-30 mt)	10.10
atty	3.00

Subpoena in Divorce.
And now April 27 1929, Subpoena awarded, Returnable to first Monday of June, 1929. Per Curiam
C. Clare Kent, P.J.

Subpoena returned: June 3, 1929 Non est inventus as to the within named respondent. So answers
C. H. Jones, Sheriff.

June 17, 1929, Alias Subpoena in Divorce issued, returnable to first Monday of August next.

Alias Subpoena rtd Aug 5, 1929: Non est inventus as to the within named respondent. So answers, C. H. Jones, Sheriff.

Aug. 9, 1929, Order issued for publication of Sheriffs proclamation, returnable to next term.

And now, Sept. 9, 1929, I have made proclamation in the above entitled case according to law, and caused the same to be published in the Lineville Herald, a newspaper printed within my bailiwick, for four weeks successively, prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached. So answers Chas. H. Jones, Sheriff.

And now, Sept. 9, 1929, Donald B. Thompson, Esq., is hereby appointed Master in the above entitled case. (See paper filed) Com. issued. Per Curiam

March 22 1930 Testimony and Report of Master filed.
On Arpt. List for May Term, 1930, No 12

June 9, 1930, After due consideration, a divorce is decreed as prayed for, Per Curiam.

Decree. And now, to-wit June 9, A.D. 1930, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record and it appearing to 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 S. Cook be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between him the said Blaine S. Cook the libellant, and the said Eva E. Cook the respondent. And that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at any time heretofore in pursuance of said marriage, shall cease and determine; 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

Curtis L. Webb
& August Delfo
91

In re Incorporation
of
The Booster Club,
of Lochranton, Pa.
Entered April 27, 1929

Pro. Greeley (paid) 3.00

April 27, 1929, Certificate for incorporation filed.

May 13, 1929, Proofs of publication of notice of application filed.

Final Decree. And now, this 13th day of May, A. D. 1929, the Certificate of Incorporation of "The Booster Club" of Lochranton, Pa., a corporation of the first class, having been presented for approval to me, a law judge of the said County, accompanied by proof of the 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 twenty-ninth day of April, A.D. 1874, and the supplements thereto; and that the purposes of the proposed corporation appear to be lawful and not injurious to the community. It is therefore ordered and decreed that the charter of "The Booster Club" be and the same is hereby approved, and that upon the recording of the said charter and this order, the subscribers thereto and their associates and successors shall be a corporation for the purposes, upon the terms and under the name therein stated.

Witness my hand and the seal of the said Court.

Per Curiam.
(Signed) O. Blare Kent,
President Judge.

Attest:
V. L. Greeley,
Prothonotary.

92

✓ The Springs First National Bank of Lombridge Springs, Penna.,
vs
✓ Ella J. Green and
✓ J. W. Green
Entered, April 29, 1929

Pro. S. (Plff. paid)	$2.25
Depf. on Dingf.	1.50

Of No. 164 May Term, 1924.
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 Dollars, being the amount of debt now due on the original judgment.

Debt $2,000.00
Int. from April 1, 1929.
G. pp. 2887. Judgment.
V. L. Greeley, Pro

April 20, 1934, Amicable Sci. Fa. to No. 91 May Term, 1934.

MAY TERM, 1929

2 Leland J. Culbertson 93	V. G. McMasters vs. Mike Juba Entered, May 1, 1929 Jay & Pro. G. (paid) # 3.50 Atty 3.00	Amicable Action of Ejectment for 42 acres of land, more or less, in Bloomfield Twp. (For description at length see paper filed) May 1, 1929. Articles of Agreement for sale of land, affidavit of default and confession of judgment filed, said confession being as follows: "By virtue of the "Power of Attorney contained in the ejectment clause in Article of Agreement for the sale of land of which I certify the attached and within to be a true copy of, I enter an appearance in the Court of Common Pleas of Crawford County, Penna, for the above named Mike Juba, and confess judgment against him and in favor of V. G. McMasters, 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, Attorney for Plaintiff." J page 23. Judgment. V. S. Greeley, Prothy. Hab. Fac. Poss. with clause of Fi. Fa. to No. 98 May Term, 1929

MAY TERM, 1929

J. Perry Eckels ✓	American Sales Book Company, Limited,	Appeal by Defts. Tony Caravella from Judgment of A. L. Boynton, Alderman
94	vs	May 27, 1929 Statement of claim filed.
Wesley B. Best	T. Caravella and Frank Caravella, doing business as T. Caravella & Son.	Service accepted by Defts. Atty.
	✓ Entered May 6, 1929	June 13 1929 Affidavit of defense filed and Service of Copy accepted by Plffs attorney.
	Tax Sentry Atty fee 1.50	On Trial List for 1st & 2d Mon. of Oct. 1929, No 33.
	Costs on Trans. Deft fee 8.65	On Trial List for 1st & 2nd Mon. of January 1930 No 14
	Pro. S. for Co. Deft fee 7.25	Jany 9, 1930, Continued by consent
	Atty 3.00	On Trial List for 1st & 2nd Mon of March 1930 No. 17
		March 3, 1930, Continued on application of plaintiff.
Jan 13 1931		On Trial List for 1st and 2d Monday of Oct. 1930, No. 25.
Received from Pro. Greeley $3.00 in cash		Oct. 16, 1930. Continued by Consent.
J. Perry Eckels		On Trial List for 1st and 2d Monday of Jan. 1931, No. 28.
		Jan. 13, 1931, Continued by consent.

And now to wit Jany 10th 1931 this case is settled and payment of Twenty Two dollars and Costs paid by Tony Caravella the same being done however without any admission by the said Tony Caravella of any liability as a partner.

J. Perry Eckels
Attorney for Plaintiff.

Otto Kohrer 6/4/29
95
Ashley B Reed 6-14-29

G. W. Howard
vs.
John Ferris, Charles Ferris, W. Ferris, doing business as Ferris Brothers.
Entered May 6, 1929

Jas Fentay (Deft. pd) # 1.50
Costs on Trans ($1.50 pd) 7.60
John Ernst, serving Statemt 1.00
Pro. Speeley

Appeal by Deft. from Judgment of A. L. Boynton, Alderman.
June 4, 1929, Statement of claim filed
Same day, copy of Statement served on defts.
June 14 1929, Affidavit of defense filed
Same day copy of defense served on Pffs atty
July 23, 1929. Pffs. reply filed.
On Trial List for 1st & 2d Mondays of Jan. 1930, No. 30.
Now, Jan. 6, 1930, On motion in open court leave granted Otto Kohler Esq. to withdraw his appearance for plaintiff. Per Curiam. (See paper filed)
On Trial List for 1st & 2nd Mondays of Jan. 1930 No. 30
Jan. 1930, Continued.

Charles B. Stegner
96

Velma S. Lobdell
vs.
Ronald W. Lobdell
Issued May 6, 1929.

Tax & writ (paid)	#	3.00
Shff. Jones (Atty fee)		1.60
Shff. Jones-alias (Atty fee)		1.60
Shff. Jones-proc (paid)		11.15
Geo. Eldred, Master (paid)		25.00
Pro Gruelby for Co. (paid May 29/30)		0.10
atty		3.00

Subpoena in Divorce and for custody of minor child, Lawrence Lobdell.

And now, May 6, 1929, Subpoena awarded Returnable to first Monday of July next. Per Curiam

(Signed) O. Blare Kent, P. J.

Subpoena returned July 1, 1929: Non est inventus as to the within named respondent. So answers C. H. Jones, Sheriff.

Sept. 3, 1929, Alias subpoena in divorce issued, returnable to first Monday of Oct. next.

Alias Subpoena retd Oct. 7, 1929:
Non est inventus as to the within named respondent. So answers
Chas. H. Jones Shff.

Nov. 4, 1929. Order issued for publication of Sheriff's proclamation (4 times); returnable to first Monday of January next.

And now, Dec. 16, 1929, Made proclamation in above entitled case according to law, and caused the same to be published in the Titusville Herald, a newspaper printed within my bailiwick, for three weeks successively, prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached. So answers Charles H. Jones, Sheriff

And now, Jan. 6, 1930, George Eldred, Esq., is appointed Master (See paper filed) Com. issued. Per Curiam

April 21, 1930 Testimony and Report of Master filed:
On Argt. List for Sept. Term, 1930, No. 11

Sept. 23, 1930, After due consideration, a divorce is decreed as prayed for, the respondent, Ronald W. Lobdell is hereby ordered to pay the costs of this proceeding; and the custody of Lawrence Lobdell, minor child, is awarded to Velma S. Lobdell, the libellant. Per Curiam

On Argument List for Sept. Tr. at No. 11

Decree: And now to-wit: September 23, A. D. 1930, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered adjudged and decreed. That the said Velma S. Lobdell be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Velma S. Lobdell, the Libellant and Ronald W. Lobdell, the respondent. And that thereupon all and every the duties, rights and claims accruing to either the said Libellant or the said respondent, at any time heretofore, in pursuance of said marriage, shall cease and determine; And that the said Libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married. And it is further ordered that the custody of Lawrence Lobdell, minor child of Libellant and respondent, be and the same is hereby awarded to the said Libellant, Velma S. Lobdell. Per Curiam

Charles B. Stegner
97

Charles Ward
vs.
Elizabeth W. Ward
Issued May 6, 1929
#

Tax Writ (paid)	3.00	
Shff. Jones (atty pd)	1.60	
Shff. Jones-alias (atty pd)	1.60	
Shff. Jones-proc (pd)	11.15	
W. J. Sirdevan, Master (pd) 5-17-30	25.00	
Pro Truley use of co. pd	10,10	
atty	3.00	

Subpoena in Divorce
And now, May 6, 1929, Subpoena awarded, Returnable first Monday of July next,
Per Curiam.
(Signed) O. Clare Kent, P.J.

Subpoena returned July 1, 1929: Non est inventus as to the within named respondent. So answers Chas. Jones, Shff

Sept. 3, 1929, Alias Subpoena in Divorce issued, returnable to the first Monday of Oct. next.

Alias Subpoena ~~retd~~ Oct 7, 1929:
Non est inventus as to the within named respondent. So answers,
Chas A. Jones, Shff.

Nov. 4, 1929. Order issued for publication of Sheriffs proclamation (4 times), returnable to first Monday of Janj next.

And now, Dec. 16, 1929, Made proclamation in the above entitled case according to law, and caused the same to be published in the Titusville Herald, a newspaper published within my bailiwick, for three weeks successively prior to return day hereof, as per copy of said proclamation and proof of publication hereto attached.
So answers Charles A. Jones, Sheriff.

And now, Janj 6, 1930, Wm J. Sirdevan, Esq., is appointed Master. Per Curiam (See Paper filed) Com. issued.

On Argument List for Feb. 2d 1930 at No 20

May 14, 1930 Testimony & Report of Master filed.

On Argt. List for May Term, 1930 No. 13.

June 9, 1930, After due consideration, a divorce is decreed as prayed for. Decree: And now, to-wit: June 9, 1930 this cause Per Curiam. came on to be heard on libel, subpoena, subsequent proceedings and evidence therein, duly taken and filed of record and it appearing to 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 Ward be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him the said Charles Ward the libellant, and the said Elizabeth W. Ward the respondent And that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage, shall cease and determine; 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

Dickson Andrews

98

Commonwealth of Pennsylvania

vs.

Mrs. Esther Stenberg, wife of Alfred Stenberg, a person of incompetent mind.

Entered May 6, 1929

Gro. Greeley for Co.

Shff. Jones 8.40

May 6, 1929, Petition for rule on wife to show cause why she should not pay for the maintence of her husband, etc presented in open Court.

And now, May 6, 1929, on consideration of the above petition, the Court grants a rule on Mrs. Esther Stenberg, wife of Alfred Stenberg, a person of incompetent mind, to show cause why an award for maintenance to the Commonwealth of Pennsylvania should not be made as prayed for in said petition; returnable to first Monday of July, 1929, at ten o'clock A.M. By the Court

(See paper filed)

Return of Service on back of Petition & Order:

Served on Mrs. Lida Samuelson sister of defendant and adult member of her family, May 10, 1929, at 11:20 A.M. at their home, 209 Brook Street, Titusville, Pa., by handing to her a true and attested copy of within petition and order, and making contents thereof known to her. So answers B.A. Jones, Sheriff.

And now, July 1, 1929, upon agreement of Counsel for both parties hereto, the return day for the rule made in this matter is extended until the first Monday of Sept. next.

(See order on orig. petition) Per Curiam.

Aug. 5, 1929, Petition of the County Commissioners of Crawford County presented in open Court, praying for leave to present the claim of said county against Mrs. Esther Stenberg for the maintenance and support of her husband, Alfred Stenberg at the Warren State Hospital.

Order: And now, August 5, 1929, upon due consideration of the above petition, the said petitioners, the County Commissioners of Crawford County, are hereby granted permission to file their claim against the respondent in the said rule, with notice to the said respondent and to the Commonwealth of Pennsylvania. Per Curiam (See petition filed)

Charles B. Stegner 99	City of Titusville vs. George H. Dunham, Owner or reputed owner Issued May 6, 1929 # Jax & writ 2.75 Shff. Jones 8.40	Of No. 4 May Term, 1924, Jax L. Doc. Scire Facias sur Tax Lien filed on May 9, 1924, and entered in Tax Lien Doc. No. 1, page 455; Returnable within three months from date of issue. May 6, 1929, Affidavit of City Solicitor filed. Writ returned Aug. 5, 1929; After diligent search of the within described property, I found no person in possession thereof and posted a true and attested copy of the within writ in the most public place of the premises, on May 8, 1929. Nihil habet as to owner or reputed owner thereof, as named herein. So answers C. A. Jones, Sheriff.

MAY TERM, 1929

Charles B. Stegner ✓ 100	City of Titusville vs. Jameson Estate, Owner or reputed owner Issued May 6, 1929 Tax Writ 2.75 Shff. Jones 8.40	Of No. 5 May Term, 1924, Tax Lien Doc. Scire Facias sur Lien for City and School Taxes, filed May 9, 1924, and entered in Tax Lien Docket No. 1, at p. 456. Returnable within three months from date of issue. May 6, 1929 Affidavit of City Solicitor filed. Writ returned Aug. 5, 1929. After diligent search of the within described property, I found no person in possession thereof, and posted a true and attested copy of the within writ in the most public place of the premises on May 8, 1929. Nihil habet as to owner or reputed owner thereof as named herein. So answers C. H. Jones, Sheriff

J. Perry Eckels

101

J. Frank Hills now for use of First National Bank in Bonneauville Pa.,

vs.

Amy L. Weaver and
V. B. Weaver

Entered May 7, 1929

	#
Gro. Greeley (Plff.'s pd)	2.25
Atty.	3.00

Of No. 286 February Term, 1924.
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 Sixty and 00/100 Dollars, being the amount of debt, interest and costs now due on the original judgment.

Debt $60.08
Int. from April 23, 1929

W. pp. 36 & 37.

Judgment
W. L. Greeley, Prothy.

MAY TERM, 1929

Otto Kohler 102	✓ Charles N. Crosby vs. ✓ Mary ~~Conlan~~ Conlan Issued May 8, 1929. Tax + writ (Atty fd) $ 3.00 Stff. Jones (Atty fd) 7.20	Replevin for 36 oak logs, of the value of $125.00; Returnable to first Monday of June next. May 8, 1929 Affidavit of value filed. Same day Bond of Pltf., with A. L. Gehring as surety, in the sum of $250.00, approved and filed. And now, May 13, 1929 On motion by plaintiffs Attorney in open Court, to amend the record in this case nunc pro tunc as of May 9, 1929 by changing the surname "Conley" to "Conlan" - Amendment allowed. Per Curiam. (See paper filed) May 22, 1929, Plaintiffs statement filed. Writ returned: Served on deft., Mary Conlan, personally May 9, 1929, at 10:30 A.M. at her home 1½ miles South of Espyville, Pa., by handing to her a true and attested copy of the within writ and making the contents thereof known to her. So answers C. N. Jones, Sheriff.

Walter J. McClintock 103	R. R. Bates vs. F. B. Close Entered May 8, 1929 Tax Entry 3-6-30# Deft pd 1.50 Costs on Trans. Deft 8.35	Appeal by Deft. from Judgment of N. B. Graham, J.P.

MAY TERM, 1929

J. Berry Eckels 104	Langrock Clothing Company vs F. J. Keefe Issued May 8, 1929 Tax & writ (Atty pd) 2.00 Sheff.	Summons in Assumpsit Returnable to first Monday of June next. May 8, 1929, Statement of Claim filed. "And now, May 8, 1929, I hereby accept service of the within Summons and of a copy of plaintiffs statement of claim, with the same force and effect as if regularly served by the Sheriff of Crawford County, Pa." (See writ) (Signed) F. J. Keefe

105

In the Matter of the Appointment of Police Officers at Conneaut Lake Park for the season of 1929.
Entered May 8, 1929

Geo. Greeley 7-3-29 pd 5.00
Geo Greeley Fine paid 7.50

May 8, 1929, Application of Conneaut Lake Company, H.H. Denison, President and General Manager, filed.

Order:- Now, May 8, 1929, upon the request of the Conneaut Lake Company, by H.H. Denison, President and General Manager hereto attached, Paul L. Stone, Floyd Fitch, Dell Andrews, Walter Linn, and Hortense L. Richards, are hereby appointed Police Officers in and for Conneaut Lake Park, Crawford County, Penna. Per Curiam.

(Signed) O. Clare Kent, Judge of the Court of Common Pleas of Crawford County, Penna

(See paper filed)

Same day, five certificates of appointment issued.

May 27, 1929, The appointment of Paul Graham to serve as Police Officer at Conneaut Lake Park during the season of 1929, is approved. Per Curiam (See paper filed) Cert. issued.

May 27, 1929, The appointment of Raymond Reilly to serve as Police Officer at Conneaut Lake Park during the season of 1929, is approved. Per Curiam. (See paper filed) Cert. issued.

Now, July 2, 1929, The appointment of Joseph Capone as a special Police officer at Conneaut Lake Park, Pa., for the term of July 1, 1929, to Sept. 15, 1929, is hereby approved, and it is hereby directed that a commission issue accordingly.

(See paper filed) Cert. issued. Per Curiam

September 30, 1929, The appointment by the Conneaut Lake Company of Bert Sutton as a special Police officer for the coming year, is hereby approved. Per Curiam (See paper filed)

Same day, Certificate of appointment issued.

J. E. Bossard 106	G. W. Phelps & Son vs Frank J. Ackerman with notice to Bonneau Lake Company and H. O. Holcomb, Terre Tenants. Issued May 8, 1929 # Gro. Greeley (Plff. pd) 2.25 Shff. Jones (pd by Plff) 14.50	Of No. 338 February Term, 1924 Scire Facias to revive and continue the lien of the above judgment with notice to Bonneau Lake Company and H. O. Holcomb terre tenants, Returnable to the first Monday of June next. A. 31, No. 51; Bond p. 11. "Now, Oct. 22, 1929, writ returned: Nihil habet as to within named defendants. So answers Chas. H. Jones, Sheriff.

J. E. Bossard 107	G. W. Shelps & Son vs. Frank J. Ackerman with notice to Conneaut Lake Company and A. O. Holcomb Terre Tenants Issued, May 8, 1929 Geo. Greeley (Plff. pd) # 2.25 Sheff. Jones, (pd by Plff) 2.90	Of No. 339 February Term, 1924. Scire Facias to revive and continue the lien of the above judgment, with notice to Conneaut Lake Company and A. O. Holcomb, Terre Tenants; Returnable to first Monday of June next. Aff. 31; Corp. P. 11; Dec. P. 11 Now, Oct. 7, 1929 writ returned. Nihil habet as to the within named defendants So answers C. H. Jones, Sheriff.

MAY TERM, 1929

	First National Bank of Edinboro, Pa.,	Of No. 160 May Term, 1924 Amicable Scire Facias sur Judgment.
108	vs.	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 Eleven hundred Dollars, with interest from May 8, 1929, and costs, being the amount of debt, interest and costs now due on the original judgment.
	Claude Blystone	
	Entered May 10, 1929	
	Pro. S. ($1.75 paid) ($50¢ pd on Stamps 5/13/29) $2.25	
	Original costs 1.50	

Debt $1100.00
Int. from May 8, 1929.
Judgment
Bk. p. 20.
W. L. Greeley, Prothy.

March 10, 1931 Writing filed whereby plaintiff releases from the lien of above judgment, all that certain portion of premises now owned by defendant, thru, over and upon which a certain right of way to be used and occupied by the American Telegraph and Telephone Co. is now projected. (See paper filed)

Mar. 6, 1934 Amicable Sci. Fa. to No. 23 May Term, 1934.

Aug 24, 1936 Rec'd satisfaction in full of the above judgment

First National Bank of Edinboro.
E. P. Campbell, Atty-in-fact.

J. Perry Echols
1.09
Walter J. McClintock

June 17, 1929 Rec'd of Pelf by atty Seven and 20/100 Dollars as costs
V. C. Grieby Pos

June 19 1929 Rec'd of Pos Grieby Six and 20/100 Dollars as costs
A. L. Boynton.

M. L. Clark
vs.
M. E. Clark
Entered May 10, 1929

Jay Entry (pd by Deft)	1.50
Costs on Trans. ($1.50 pd)	7.70
Pro G. Dis	1.00

Appeal by Deft from Judgment of A. L. Boynton, Alderman.
June 3, 1929. Statement of claim filed.

June 17 1929 This case settled and discontinued of record
J. Perry Echols
Atty for Pelf.

MAY TERM, 1929

110	✓ Hugh Lyons & Co vs. ✓ Frank J. (T) Keefe Entered May 10, 1929 Tax Costs (pd by Dft) 1.50 Costs on Trans. (Dft. pd) 9.85	Appeal by Deft. Frank T. Keefe, from judgment of A. L. Boynton, Alderman.

J. Perry Eckels for Otto Kohler	H. D. Taylor Company vs. Charles N. Crosby, doing business as International Silo Company. Entered, May 13, 1929 Tax & entry (fifty, 3d) 1.50 Costs on Trans. (Def. 3d) 7.60	Appeal by Defts. from Judgment of A. L. Boynton, Alderman. June 25, 1929, this case discontinued by record. J. Perry Eckels Atty for Pltf.

Attest Watts 117 Thomas & Kiebort	Adolf Toms vs. Walter Brzondak Entered May 13, 1929 Tax & entry (pd by atty) $ 1.50 Costs on Trans. (pd 15th) 19.95 Bro. Greeley 2.50 Atty 3.00	Appeal by Deft. from Judgment of William G. Smith, Alderman. Nov. 25, 1929, Statement of claim filed. Service of copy accepted by Defts. Atty. And now, July 30, 1931 On motion of plaintiffs attorney, judgment is entered in favor of plaintiff and against the defendant, for want of an affidavit of defense, and same liquidated at the sum of Fifty-two and 43/100 Dollars, with costs of suit. (See paper filed) Debt $ 52.43 Int. from July 30, 1931. P. page 35. Judgment V. L. Greeley, Pro.

Thomas & Kiebort
vs
Feb'y Institution for Sept. 5-25-29

Rec'd Dept's bill of costs - tax & writ jury fee & atty fee.
L.J.L.

May 27 1931 Rec'd of Pro Grudey $37.80 being Court Stenographers Charges

Jean Boswell
Commissioner's Clerk

H. B. Wilson
vs
Earl H. Wells
Issued May 13, 1929

Tax & writ (Plff. paid)		2.00
Shff. Jones (pd by Plff)	5-27-31	7.30
Pro. S. Forbes	11-3-30 pd	1.50
Jury fee & Dft's atty paid		4.00
Atty.		3.00
Stenographer's Chgs.		37.80
Dept's Bill of Costs	5-22-31	55.82
Pro & Dist Court pd		1.50

Summons in Trespass, Returnable to first Monday of June next.

Writ returned: Served the within writ on the within named deft. on May 14, 1929, by handing to him a true and attested copy of the within summons together with plaintiffs Statement of claim.

So answers, C. A. Jones, Sheriff.

Aug. 12, 1929. Statement of claim filed, and Service accepted by Depts. Atty.

Sept. 3, 1929. Affidavit of defense and counter claim filed. Service accepted.

And now, Sept. 18, 1929, On motion in open Court, rule to show cause granted why affidavit of defense and counter claim should not be stricken from the record. Per Curiam. (See paper filed)

On Trial List for 1st & 2d Mondays of Oct. 1929, No. 24.

Oct. 7, 1929. Off list.

On Argument List for Nov. Term, 1929, No. 13.

Nov. 29, 1929, Assent of Gertrude E. Wells, wife of defendant, as to claim of set off, filed.

Nov. 29, 1929, Argued - C.A.V.

On Trial List for 1st & 2nd Mondays of Jan. 1930 - No. 24.

On Trial List for 1st & 2nd Mondays of Mar. 1930 - No. 21

On Trial List for 1st & 2d Mondays of Oct. 1930, No. 2

Oct. 8, 1930. Amendment to statement of claim allowed by the Court and filed.

Oct. 8, 1930. Release by Earl H. Wells, Deft. and Gertrude E. Wells, his wife, filed by leave of Court.

And now, Oct. 8, 1930, Jury called and sworn as follow: 1- Ernest Baker, 2- Michael Haugh, 3- A. C. Poole, 4- Plummer Snyder, 5- Joseph Calvin, 6- Percy McCormick, 7- Winifred Dunnell, 8- Miss Alma Cederquist, 9- Miss Josephine Coleman, 10- Mrs A. S. Faber, 11- Mrs. Pearl Johnston, 12- J. E. Ball: twelve good and lawful persons, who upon their solemn oaths which they have taken, say, Oct. 9, 1930, they find "H. B. Wilson guilty and pay the damage of both cars."

Oct. 9, 1930, Motion on part of Deft. to fix the amount of damages filed in open Court.

Order: And now, October 9, 1930, upon consideration of the foregoing motion and of the verdict as filed this date by the Jury, called, sworn and convened for trying the within case, it is ordered, adjudged and decreed that the verdict be reformed so that the amount named shall be the amount of damages proven by the said Earl H. Wells and as agreed upon in the trial of this case, to wit: One hundred ninety-three Dollars and ninety-five cents ($193.95). Per Curiam (See paper filed) "W" page 74.

Oct. 8, 1930. Plaintiffs points filed.

——Record Continued on page 499.——

SEPTEMBER TERM, 1929

Wesley B. Best ✓ Jefferson E. Bossard ✓ 2	Commonwealth of Pennsylvania, ex relatione Peter Beers, vs. The Sheriff of Crawford County and the Sheriff of Venango County, Penna. Issued May 13, 1929 # Geo. Greeley, Shff. Jones!	Habeas Corpus ad Testificandum. Our petition of Attorneys for relator presented in open Court. Order: And now, May 13, 1929, upon presentation and consideration of the within petition, it is ordered that a writ of Habeas Corpus ad testificandum be issued to the Sheriffs of Crawford and Venango Counties, commanding them to produce the body of the said Peter Beers before the Judge of the Court of Oyer and Terminer of Crawford County, forthwith. Per Curiam (Signed) O. Blaine Kent, P.J. Same day, Attorneys for relator having drawn separate writs of Habeas Corpus ad testificandum, one directed to the Sheriff of Crawford County, and the other directed to the Sheriff of Venango County, by verbal assent of Judge Kent, the same were issued accordingly

Donald C. Thompson

3

Magdalena Heckman, Gilbert and Fredia Stephens Brown, Plaintiffs and Petitioners,

vs.

John Dick, Harriet Spear, Anna Shryock, Mary Sayer, Kate Derickson, Grace Derickson Trowbridge, Eleanor Thorp, Harry T. Ewing, Katherine Morris, Donald Rafferty, Ewing Rafferty, and Kenneth Rafferty, being all the heirs at law of Samuel Torbett, deceased, Defendants and Respondents.

Entered May 13, 1929

Pro. Greeley (Aug Feb 2-26-30) $5.00

Pro Grubb since pd 3.00

Rule to bring Ejectment for all that certain lot, piece or parcel of land situated in the Fourth Ward of the City of Meadville, Crawford County, Pennsylvania, bounded on the north by Laurel Alley; on the east by lot of Jacob Stadler; on the south by Poplar Street, and on the west by lots of Joseph Tubbs and the heirs of Stewart Davis; said lot being approximately fifty (50) feet wide, and extending northwardly from Poplar Street one hundred eighty (180) feet, more or less, to the said Laurel Alley.

May 13, 1929, Petition presented in open Court and filed.

And now, to wit, May 13, 1929, upon hearing the within and foregoing petition, a Rule is hereby granted upon the said John Dick, Harriet Spear, Anna Shryock, Mary Sayer, Kate Derickson, Grace Derickson Trowbridge, Eleanor Thorp, Harry T. Ewing, Katherine E. Morris, Donald Rafferty, Ewing Rafferty, and Kenneth Rafferty, defendants and respondents in this action, to bring their action of Ejectment, if any claim, interest or title whatsoever they have, in or to the said described lot as held and occupied by Peter Heckman in his lifetime, and described in the fourth numbered paragraph of the foregoing petition, and to which the plaintiffs and petitioners, namely, Magdalena Heckman, Gilbert and Fredia Stephens Brown, claim to own the title in fee, to the respective portions thereof as set forth in the said petition; said action of Ejectment to be brought by the said defendants above named within six months after the service of said Rule upon them, or they shall be thereafter estopped and barred from bringing any action, in Ejectment, or otherwise, to recover any such interest, claim or title in or to the said land. Service of said Rule to be returnable to the first Monday of July, 1929, at 10 o'clock A.M.

Per Curiam.

Signed O. Clare Kent, P.J.

(See petition filed)

May 13, 1929, Rule issued.

And now, to wit, July 1, 1929, upon hearing the within petition, the return day in the above stated matter is hereby extended to the first Monday of August, 1929, for the purpose of effecting service of obtaining waivers, etc., as set forth in said petition. Per Curiam (See paper filed)

And now, to wit, Aug. 5, 1929, On motion in open Court, the return day in this case is hereby extended until the Second Monday of Sept. 1929, at 10 o'clock A.M. Per Curiam (See paper filed)

And now, Sept. 17, 1929. On motion in open Court, the return day of the Rule in this case is extended (nunc pro tunc as of Sept. 9, 1929) until the second Monday of November, 1929.

Per Curiam.

(See paper filed)

And now, to wit: all the parties respondent in this action having conveyed their respective interests in the real estate affected by this action to Magdalena Heckman Gilbert by five deeds appearing of record in Deed Book 261, p. 446; Book 263, p. 192 and Book 264, pages 10, 172 and 177 respectively, therefore further action in this case is discontinued.

Donald C. Thompson,

Atty for Deff.

SEPTEMBER TERM, 1929

Leland J. Gulbertson +	Petition of Roy Wilson for appointment of a Guardian for George B. Wilson of the Third Ward of the City of Meadville, as a person of weak mind Entered May 13, 1929. Pro Greeley 1-11-30# paid 5.00	May 13, 1929 Petition presented in Open Court and filed. W. page 8. And now, May 13, 1929, upon consideration of the within petition an order is made directing that a hearing be had on the facts alleged for May 31, 1929, at 10 o'clock A.M., with full ten days notice to be given to George B. Wilson, together with a copy of the petition herein filed. Per Curiam. (See petition) May 31, 1929, Answer of respondent and demand for a jury trial, filed.

J. Berry Eckels ✓ A. P. Russell
5
vs.
✓ Arnout D. Smyne
Entered May 13, 1929.

Pro. Greeley 12/31/35 # Pd 2.50

Petition for leave to sell a Buick Touring car No. 1183175, for repairs and storage to the amount of $87.40 due to petitioner.

Order: And now, May 13, 1929, upon consideration of the foregoing petition, it is hereby ordered that the Buick Touring Car, No. 1183175 be sold for the payment of storage and repair charges due thereon to the above named plaintiff, and that notice of said sale shall be given in compliance with the Act of Assembly in such case made and provided, and a copy of said notice of sale shall be mailed to said defendant at his last known Post Office address, postage prepaid, which said notice shall be mailed ten days before the date of such sale.

(See petition filed) Per Curiam.

SEPTEMBER TERM, 1929

F. L. Boland ✓

6

✓

F. D. Patterson for Garn.
Thomas & Thomas for Garn.

June 16 1930 Rec'd of Deft Twenty two and 50/100 dollars as costs
V. L. Greeley Pro
June 16th 1930 Received of Pro Greeley $ & Cos
Thy Costs.
A. L. Boynton

June 17, 30, Rec'd of V. L. Greeley $10, fee in above.
Thomas & Thomas.

June 17. 30 Rec'd of V. L. Greeley $ 3.00 cost in above case
June 30, 1930 F. L. Schrubb Received from V. L. Greeley, Pro. $ 1.40, being my costs before
A. L. Boynton, Alderman
Of J. Strayer

Township of Wayne,
Renna Doubet,
George Smith and
John Bean, Supervisors,
vs.
Charles Clark, Deft.
and First National
Bank of Lochranton,
Pa., Garnishee.
Issued May 15, 1929

Tax & writ (Atty fee)	#	2.75
Shff. Jones (Atty fee)		4.40
H. J. Schrubb on Rule		3.00
V. L. Greeley		3.00
Atty		3.00
Costs of Orig. judgt.		6.50
Thomas & Thomas attys for Garnishee		10.00

Of No. 121 May Term, 1929.
Attachment Execution
Returnable to next term.

To attach goods, chattels, moneys, rights, credits and effects, lands and tenements of the defendant, in the hands, possession and custody of The First National Bank of Lochranton Pa., and summon it as Garnishee.

Writ returned: Served the within named deft. upon an adult member of his family, namely, Mary L. Devore, his sister, May 15, 1929, by handing her a true and attested copy of the within writ, and making known to her the contents thereof. And served the First National of Lochranton, Garnishee, May 15, 1929, upon J. N. Allison, Cashier, thereof, by handing to him a true and attested copy of the within writ, and making known to him the contents thereof. So answers

C. A. Jones, Shff.

And now, Sept. 9, 1929, F. D. Patterson appears for Garnishee. (See paper filed)

Sept. 23, 1929. Interrogatories to garnishee filed, and rule on garnishee to answer same within Ten days after notice.

Oct. 1, 1929. Proof of service of copy of interrogatories and rule endorsed on same.

Feb. 8, 1930, Thomas & Thomas appear for First National Bank of Lochranton, Garnishee. (See paper filed)

April 12, 1930, Answer of Garnishee filed.

And now, April 14, 1930, upon praecipe of plaintiffs attorney judgment is entered for the plaintiff against the garnished, the First National Bank of Lochranton, Pa., on its answer to the interrogatories filed that the garnishee is indebted to the defendant in the sum of $642.40; such judgment so entered to be in the sum of Twenty-five Dollars with interest thereon from July 3, 1928, and all costs. (See paper filed)

Debt # 25.00
Int. from July 3, 1928
Judgment.
V. L. Greeley, Prothy.

Docket page 32.

Fi. Fa. to No. 33 Sept. Term, 1930.

b. Victor Johnson Thomas & Thomas	N. W. Hotchkiss and Flora Hotchkiss, his wife, vs D. H. Edwards Issued May 16, 1929 Jay writ 6-12-29 # 2.00 Shff. Jones (Shff. pd) 2.40	Summons in Trespass Returnable to first Monday of July, 1929. May 16, 1929, Plaintiffs Statement of claim filed, and copy certified. May 22, 1929, Thomas & Thomas, Esqs. appear for defendant. (See paper filed) Writ retd. Served on D. H. Edwards May 16, 1929, in large court-house, Meadville, Pa., at 5:95 P. M., by handing to him personally, a true and attested copy of within summons and statement of claim. So answers, O. H. Jones, Shff.

Leland J. Culbertson

James A. Boyles
vs.
Hattie M. Boyles
Issued May 16, 1929

Jay & Wick (Atty, pd)	3.00
Shff. Jones (paid)	2.40
Shff. Derrett (paid)	3.05
Wesley B. Best, Master (paid 9-23-29)	25.00
Pro. Sy Pd	8.10
atty	3.00

Subpoena in Divorce.

And now, May 16, 1929 the within petition presented in open court and subpoena awarded, returnable to the first Monday of July, A.D. 1929.

Per Curiam.

Signed O. Clare Kent, P.J.

Subpoena returned: Served Hattie M. Boyles the within named respondent by giving to her at No. 241 West 4th Street, Erie, Pa., on May 29, 1929, a true and attested copy of the within Subpoena in Divorce, and making known to her the contents of the same. So answers

Julius Franz, Deputy Shff.
[of Erie County, Penna.]

And now, June 29, 1929, writ returned. Served the within writ by deputizing the Sheriff of Erie County, Pa., as per his return hereto annexed. So answers, C. A. Jones Shff.

And now, Aug. 5, 1929, On motion in open court, Wesley B. Best, Esq., is appointed Master in this case. Per Curiam

(See paper filed) Com. issued

Sept. 12, 1929, Testimony and report of Master filed.

On Arg. List for Sep. Term, 1929, No. 16.

Oct. 2, 1929, After due consideration a divorce is decreed as prayed for. Per Curiam.

Decree: And now to-wit Oct. 2, 1929, 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 adjudged and decreed: That the said James A. Boyles, be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him the said libellant and the said respondent Hattie M. Boyles the respondent. And that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage, shall cease and determine and the said libellant and respondent shall be severally at liberty to marry again in like manner as if they had never been married. Per Curiam.

Thomas & Thomas
Paul E. Allen
9

In the Matter of the Incorporation of Crawford County Credit Exchange
Entered May 20, 1929.

Pro. Greeley 4-18-30 paid 3.00
Pro. for Co. 4/4/49 Paid 5.00

May 20, 1929, Certificate for Incorporation filed.

And now, May 20, 1929, the within application presented in open Court, and it is ordered that a hearing be held thereon on July 1, 1929, at 10:00 A.M.
Per Curiam

June 27, 1929, Proof of publication of notice of application filed.

Final Decree:

And now, July 1, 1929, the within certificate of incorporation having been on file in the office of the Prothonotary of this Court since May 20, 1929, and it appearing that due publication of notice of the application as required by the Act of Assembly has been made, and that a certificate from the Secretary of the Commonwealth showing that the name adopted for the proposed corporation has been filed and recorded in the Office of the Secretary, was attached to the petition for said Charter, - I do hereby certify that I have perused and examined said instrument, and find the same to be in proper form and within the purposes named in the first class of corporations specified in Section 2 of the Corporations Act of April 29, 1874 and the supplements thereto, and the same appearing to be lawful, and not injurious to the Community, therefore, it is ordered and decreed that the said charter of the Crawford County Credit Exchange be approved, and upon the recording of the said Charter, and its indorsements and this order in the Office of the Recorder of Deeds in and for the County of Crawford, which is hereby ordered, the subscribers thereto and their Associates and successors, shall thenceforth be a corporation for the purposes and upon the terms and under the name therein stated.

Per Curiam.
(Signed) O. Clare Kent, P.J.

March 18, 1949, Articles of Amendment and Certified Copy of Resolution Authorizing Amendment filed.
March 18, 1949, Petition to Amend Charter and Availability of Corporate Name filed.
April 11, 1949, Proof of Publication filed.

Order:- And Now, April 11, 1949, upon presentation of the foregoing Petition for amendment to the Charter of Crawford County Credit Exchange, a non-profit corporation, and after due consideration thereof, it appears to the Court that the proposed amendment is lawful, will be beneficial and not injurious to the community, and does not conflict with the requirements of the Laws of the Commonwealth of Pennsylvania, and it further appearing that all the requirements of the law relative to proposed amendments have been complied with, it is, therefore, hereby Ordered and Decreed that the proposed Articles of Amendment are approved, and that upon recording of the Articles of Amendment and this

- Continued in margin -

Order, the Amendment as specified in the said Petition shall be a part of the Charter.
Per Curiam,
Herbert A. Mook P.J.

SEPTEMBER TERM, 1929

J. A. Strawbridge, Jr	Phemie W. Hazen and S. Frank Hazen, Executors of S. F. Hazen, Decd.	Of No. 20 September Term, 1923
	vs.	Amicable Scire Facias sur Judgment
10	A. D. Reaugh	It is agreed That the above action be entered with the same effect as if a Scire Facias had been regularly issued served personally on defendant and so returned; and that a judgment be entered thereon against the defendant A.D. Reaugh, and in favor of plaintiff, and that the judgment aforesaid be revived according to Act of Assembly, with costs, etc., attorneys commission of five per cent for collection, and waiving exemption, inquisition, and stay of execution.
	Entered May 1, 1929	
	Pro. Ss. (pd by Pltf) 2.25	
	Atty 3.00	
	Rff. last revival 2.25	
		Sum to be liquidated by Prothonotary at Three Hundred Forty-two (342) Dollars, and costs, with interest from May 1, 1929.
		Debt $342.00
		Int. from May 1, 1929
		Judgment.
		V. L. Greeley, Pro.

Rp. 24.

June 3, 1931, Received satisfaction in full of above judgment, debt, interest and costs.

S. F. Hazen Estate
Phemie W Hazen Exr

Charles B. Stegner vs Marion Kehr Potts	Marion Kehr Potts vs. Hoyt L. Potts Issued May 22, 1929	Subpoena in Divorce And now, May 22, 1929, Subpoena awarded as prayed for, returnable first Monday of July next. Per Curiam. (Signed) O. Blare Kent, P.J.
	$ Jas Ewart (paid) 3.00 Geo. Roth, serving Subpoena. Wm J. Birdevan, Master 25.00 9-14-29 Pro Greeley paid 8.10 atty 3.00	June 1, 1929, copy of Subpoena in Divorce filed with affidavit of service endorsed, to wit George Roth makes affidavit: "that he served the foregoing notice on Hoyt L. Potts, at the A. & P. Store, North Homewood Avenue and Kelly Street, Pittsburgh, Penna, by handing to him a true and attested copy thereof, and making known the contents thereof, on the twenty-seventh day of May, 1929." (See affidavit on back of copy of Subpoena in Divorce.)

And now, Aug. 5, 1929, On motion in open Court Wm J. Birdevan, Esq., is appointed master in this case. Per Curiam (See paper filed) Com. issued.

Sept 13 1929 Testimony and Report of Master filed.

On Argt. List for Sep. Term, 1929, No. 17.

Now, October 3, 1929, a decree of divorce is hereby refused, and the libel filed herein dismissed without prejudice.

(See opinion of Court filed) Per Curiam.

Thomas & Kiebort 12	Harry E. Enlow and Elizabeth E. Enlow, vs. Anna E. Howard Entered May 22, 1929. Jay & Pro. S (paid) $3.50 Atty 3.00	Amicable Action of Ejectment for "hotel known as the Tourists' Inn, located on Adams Street, Cochranton, May 22, 1929, Affidavit of default, confession of Judgment and copy of Article of Agreement, filed "By virtue of the power of attorney contained in the article of agreement between Harry E. Enlow and Elizabeth E. Enlow, of the first part, and Anna E. Howard of the second part, of which we certify the attached to be a true and correct copy, we enter an appearance in the Court of Common Pleas of Crawford County, for the above named Anna E. Howard, defendant, and confess judgment in an amicable [action] of ejectment against her in favor of Harry E. Enlow and Elizabeth E. Enlow, plaintiffs, for the premises described in said agreement, to wit: That certain Hotel known as the Tourists' Inn on Adams Street in the Borough of Cochranton, Pa., with the appurtenances thereto, and also confesses judgment in favor of the plaintiffs and against the defendant, for the sum of $157.50, for rent due and attorneys commission with interest and costs, without asking leave of court, without stay of execution, waiving inquisition and exemption." (See paper filed) (Signed) Thomas & Kiebort Attorneys for Plaintiffs. Rent due & Atty Com. $157.50 Int. from May 22, 1929. No. page 52. Judgment. V. S. Greeley, Prothy. Hab. Fac. Poss., with Fi. Fa. Clause, to No. 10 Sept. Term, 1929. June 5, 1929. The above judgment satisfied (See Fi Fa)

13

Granage National Bank, now for the use of Farmers National Bank of Liberty, Pa.,
vs.
C. L. Rexford
Entered May 25, 1929

Pro. Greeley ($2.00 5/25, .25 5/28) 2.25

Orgl costs 1.50

Of No. 193 May Term, 1924.
Amicable Scire Facias sur Judgment.

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

Debt $1475.00
Int. from May 6, 1929
Judgment.
W. L. Greeley, Prothy.

R. page 22.

Am Sci Fa No 93 May Term 1934

SEPTEMBER TERM, 1929

Roy S. Peters
14

Belle Markham
vs.
Elmer G. Markham
Issued May 27, 1929

		#
Tax & writ (Atty. pd)	3.00	
Shff. Jones (Atty pd)	2.40	
Shff. Braun (paid)	5.60	
Jas. W. Smith, Master pd 9-3-29	25.00	
Pro Greeley paid	8.10	
atty	3.00	

Subpoena in Divorce

And now, May 27, 1929, subpoena awarded, returnable to first Monday of July next. Per Curiam.

(Sgd) O. Blare Kent, P. J.

Subpoena returned:

Served the within Subpoena in Divorce on the Respondent personally, on the 14th day of June, 1929, 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 N. Braun,

Sheriff of Allegheny County, Pa.

Now, June 28, 1929, Writ returned: Served the within writ by deputizing the Sheriff of Allegheny Co., Pa., per his return hereto annexed. So answers,

C. A. Jones, Sheriff.

And now, Aug. 5, 1929. On motion in open Court, Jas. W. Smith, Esq., is appointed Master to take testimony on the part of the libellant and make due return thereof to the Court. Per Curiam. (See paper filed) Com. issued.

Sept 3 1929 Testimony and report of Master filed.

On Argt. List for Sept. Term, 1929, No. 18.

Oct. 2, 1929. After due consideration, a divorce is decreed as prayed for, and it is further ordered that the respondent, Elmer G. Markham, pay the costs of this proceeding. Per Curiam.

Decree: And now to wit Oct 2, 1929, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by Court ordered adjudged and decreed that the said Belle Markham be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Belle Markham, the libellant and the said Elmer G. Markham the respondent. And that thereupon all and every the rights and duties and claims accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage shall cease and determine: And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married. Per Curiam

W. J. Sinderson 15	Hilda Crawford Shering vs. George Hollis Shering Issued May 27, 1929.	Subpoena in Divorce And now, May 27, 1929, Subpoena awarded, Returnable First Monday of July, 1929. Per Curiam (Signed) O. Blare Kent, P. J. Subpoena returned. O. J. Skelly, Sheriff of Venango County, Pa., makes affidavit that he served the within Subpoena in Divorce on the within named respondent, George Hollis Shering, on June 17, 1929, at 11: o'clock A. M. at his place of residence, Venango County, Pa., by handing to him personally the true and attested copy, and reading and making known to him the contents thereof." (See affidavit on subpoena.) Served the within named respondent by deputizing the Sheriff of Venango County, Pa. So answers C. F. Jones, Sheriff. And now, July 1, 1929, Geo. F. Brown, Esq., is apointed Master to take testimony of libellant and her witnesses and report the same to the Court with his opinion. Per Curiam. (See paper filed) Commission issued.
Tax & writ (Pd by Lib.)	$ 3.00	
Shff. Jones (paid)	2.90	
Shff. Skelly (paid)	6.40	

SEPTEMBER TERM, 1929

Leland J. Sulkerson ✓
1.6

Marion J. Hoyt
vs.
✓ Maude Hoyt
Issued May 27, 1929.

Jas. Swit Pd by Atty 5/28/29	3.00
Shff. Jones (Atty pd)	1.60
Shff. Jones-alias (Atty pd)	1.60
Shff. Jones-proc. (paid)	1.15
Fred K. Kiebort Master (Chain) 12-2-29	25.00
Geo. Greeley paid	10.10
Atty	3.00

Subpoena in Divorce
And now, May 27, 1929, subpoena awarded, returnable to the first Monday of July, 1929. Per Curiam
(Signed) O. Blare Kent, P.J.

Subpoena returned July 1, 1929: Non est inventus as to the within named respondent. So ans. C.H. Jones, Shff.

July 25, 1929 Alias subpoena in divorce issued, returnable to the first Monday of Sept. next.

Alias Subpoena returned: And now, Sept. 2, 1929. Non est inventus as to the within named respondent. So answers
C. H. Jones, Shff.

Oct. 10, 1929. Order issued for publication of Sheriffs proclamation, returnable to Second Monday of Nov. next

And now, Nov. 11, 1929, I have made proclamation in the above entitled case according to law, and caused the same to be published in the Titusville Herald, a newspaper published within my bailiwick, four fower weeks successively, prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached. So ans. Chas H. Jones, Sheriff

And now, Nov. 11, 1929, Fred K. Kiebort, Esq. is appointed Master to take testimony and make report in the above case (See paper filed) Com. issued. Per Curiam.

Nov. 15, 1929, Testimony and report of Master filed.

On Argument List for Nov. Term, 1929, No. 18.

Dec. 7, 1929, After due consideration, a divorce is decreed as prayed for. Per Curiam.

Decree.- And now, to wit: December 7, A.D. 1929 this cause came on to be heard on libel, subpena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged, and decreed.

That the said Marion J. Hoyt be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between him, the said Marion J. Hoyt, the libellant and the said Maude Hoyt, the respondent.

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

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

Per Curiam

(See paper filed)

Leland J. Spilbertson 17	Petition of Lawrence Best for Appointment of a Guardian for Jone Best of the Borough of Sargentown as a person of weak mind. Entered May 27, 1929. Geo. Greeley 7-11-30 # paid 5.00	May 27, 1929, Petition presented in open Court, and filed. Be. page 79. And now, May 27, 1929, upon consideration of the within petition, an order is made directing that a hearing be had on the facts alleged, for First Monday of July, 1929, at 10 o'clock A. M., with full ten days notice to be given to Jone Best, and all other persons interested therein. Per Curiam (See petition) (Sgd) S. Blane Kent, P. J.

SEPTEMBER TERM, 1929

Thomas & Kiebort / Charles B. Stegner /	Anna Callahan vs. Joseph Besselman. Issued May 27, 1929.	Summons in Trespass, Returnable to First Monday of July next.
		Writ returned: On May 29, 1929, served the within writ upon an adult member of the defendants family, namely his wife, Elizabeth B Besselman, by handing to her personally a true and attested copy of the within writ ~~together with plaintiffs statement of claim.~~ So answers C. H. Jones, Shff.
		July 5, 1929 Charles B. Stegner, Esq/ appears for Deft. (See paper filed)
		Aug. 14, 1929 Plaintiffs statement of claim filed.
		Aug. 15, 1929 Defts. Atty accepts service by copy of Plffs. statement of claim. (See paper filed)
		On Trial List for 1st & 2d Mon. Oct. 1929 No. 23.
		On Trial List for 1st & 2nd Mon. of Jan. 1930 No. 6.
		Jany 6, 1930, Moved to foot of list.
		On Trial List for 1st & 2nd Mon. of Mar. 1930 No. 13
	Tax & writ (Atty pd) # 2.00	
	Shff. Jones (pd to Shff 3-18-30) 8.40	
	Pro. P. for bo. paid 6.50	
	atty 3.00	

Now Mar. 14, 1930, this case having been settled is hereby ordered discontinued.

Anna Callahan

Thomas & Kiebort, Attys. for Plff.

English, Quinn, Leemhuis & Taynton

19

H. L. Braham Company
vs.
Alfred Bunce and John Jones, doing business as Bunce & Jones; H. O. Farr, Administrator of estate of J. B. Bastorius, deceased, Landlord, and D. C. Roberts, Constable.

Issued May 28, 1929.

Tax & writ (Atty pd)	$ 3.00
Sheff Jones (Atty pd)	16.20
Pro. Greeley (Attys pd 7/23/33)	2.50
Atty	3.00

Replevin for the following described personal property, to wit:

1927 Star Coupe E395623
1925 Star Touring E275433
1925 Star Touring E296702
1925 Chevrolet Touring 12K26957
1922 Essex Coach 506341
1923 Ford Touring 8946851
1923 Ford Coupe 8079056
1923 Dodge Touring 764243

Of the value of $390.00;

Returnable first Monday in July, 1929.

May 28, 1929, Affidavit of value filed.

May 28, 1929, Bond of plaintiff, with American Surety Co. of New York, as surety, in the sum of $780.00, approved and filed.

Now, October 7, 1929, Writ returned: Served the within named defendants Bunce & Jones, handing to the copartner defendant Alfred Bunce, true and attested copies of the within writ; and served D. C. Roberts, Constable in charge of said goods to be replevined. Also, served J. B. Cohen, in possession of three of the within named automobiles, by handing to him a true and attested copy of the within writ, and making the contents thereof known to him. The defendants and possessors of property herein named and described having failed to file the required bond within 72 hours from the time of said service, to wit, May 29, 1929, at 2:40 P. M., the said property was delivered into the hands of the plaintiff. So answers Chas. H. Jones, Sheriff.

Dec. 17, 1932. Statement of claim filed

And now, Dec. 17, 1932, the defendants having been duly served and not having appeared at the return day of the writ, the plaintiff by its attorneys, English, Quinn, Leemhuis and Taynton, file a common appearance for the defendants. (See paper filed)

Dec. 22, 1932, Proof of service of copy of statement of claim on defendants' Attorneys-by-Common-Appearance, filed.

And now, January 10, 1933, upon praecipe of plaintiffs attorneys, judgment is entered against Alfred Bunce and John Jones, doing business as Bunce and Jones, H. O. Farr, administrator of the estate of J. B. Bastorius, Landlord, for failure to file an affidavit of defense in the above entitled case. (See paper filed)

Bu. p. 66; J. p. 40; T. p. 48; P. p. 1.

Judgment
V. L. Greeley, Prothy.

SEPTEMBER TERM, 1929

Kent & Mook 20	Commonwealth of Pennsylvania, ex relatione Lenon Lee vs. Chief of Police of the City of Meadville. Issued May 29, 1929 Pro. Fs. (paid) $5.00	Habeas Corpus. And now, to wit, May 29, 1929, upon presentation and consideration of the within petition, the Prothonotary is hereby directed to issue a writ of habeas corpus as prayed for, Returnable forthwith. Per Curiam. Now, May 29, 1929, After hearing, it appearing that the said named Lenon Lee is unlawfully and illegally restrained of his liberty in the City of Meadville Jail or Prison, it is hereby ordered that he be discharged from said custody and imprisonment Per Curiam. (See petition) (Signed) O. Klare Kent, PJ

John L. McBride
21

William Ira Foster
vs
Minnie Estella Foster
Issued May 29, 1929

Sax & writ (paid)		3.00
Shff. Jones (Atty pd)	2.60	
Shff. Jones, alias (pd)	1.60	
Shff. J.-Plus Proc (Atty pd)	8.25	
Shff. Connell-proc		
Master Otto A. Stolz pd	25.00	
Pro Greiley (paid)	10.10	
atty	3.00	

Subpoena in Divorce
Now, May 27, 1929, the within petition presented in open Court and upon due consideration thereof the prayer thereof is granted, and subpoena awarded, returnable the first Monday of July next. Per Curiam
(Signed) O. Clare Kent, P.J.

Subpoena returned July 1, 1929: Non est inventus as to the within named respondent.
So answers C. A. Jones, Sheriff.
(Same return made by C. J. Skelly, Shff. of Venango County)

July 5, 1929, Alias Subpoena in Divorce issued, returnable to first Monday of Aug. next.

Alias Sub. retd Aug. 5, 1929 Non est inventus as to within named respondent.
So answers C. A. Jones, Sheriff

Aug. 12, 1929, Pluries Subpoena in Divorce and order for publication of Sheriffs proclamation, issued, returnable to first Monday of Oct. next.

And now, Oct. 7, 1929, I, C. 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 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 C. A. Jones, Sheriff.

And now, March 31, 1930, On motion of libellants attorney, Otto A. Stolz, Esq., is appointed Master in the above entitled case. (See paper filed.) Com. issued. Per Curiam

May 6, 1930 Testimony and report of Master filed.

On Argt. List for May Term, 1930 No. 14.

June 9, 1930, After due consideration, a divorce is decreed as prayed for. Per Curiam.

Decree: And now, to-wit: June 9, A.D. 1930, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein duly taken and filed of record, and it appearing to 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 Ira Foster the libellant (and the said Minnie Estella Foster the respondent) be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between him, the said William Ira Foster the libellant and the said Minnie Estella Foster the respondent. And that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage shall cease and determine: 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, 1929

Boland & Boland

Thomas 22 Ketant 6-28-29 v.s.g.

Robert A. Wright Company a corporation, for use of Knight Soda Fountain Company,

vs.

James R. Kerr

Issued May 31, 1929.

Tax Writ (Atty fee)		3.00
Shaff Jones (Atty fee)		3.10
Pro Greeley (Atty fee)	7-25-29	2.50
Atty - Fred C. Boland	Rec'd Payments	3.00

Replevin for:

1 #2410 - 10' 0" Knight Mich. Silver Fountain Interior, with White Panels, Black and Gold Frieze, Vitrolite for Counter.
1-⅓ Horse Power Frigidaire Air Cooled Compressor,
1 - 12 gallon Knight Automatic Elec. Carbonator with regulator and gauge
2 #1602 - 6' 0" Tobacco Wall case, Superstruction zinc lined
2 #901 - A 6'-0" Cigar Case with moisteners
1 #1601 - 10' 0" Back Bar with three ala. light fixtures
1 #1607 Magazine rack, regular
1 #701 6' 0" Floor case
2 #1603 - A 4' 0" Slant Front Eng. Wall cases
6 #976 Stools Mah. Finish.
1 Sunkis Orange Juice Fruit Extractor
1 Arnold Drink Mixer
8 #830 Soda Booths with mirrors
1 A-3112 12' 0" Knight Vit. Prod. Interior
1 P-414 Rd Monel Metal Milk Container
1 P-303-A New York Style Milk Pump with spring.
1 12' 0" Knight Tile Monterey counter,
7 Sani Porcelain enam. stools, with foot rests.

Of the value of Two thousand five hundred seventy and 6/100 Dollars; Returnable First Monday of July next

May 31, 1929 Affidavit of value, Statement, and copy of contract, filed.

May 31, 1929 Plffs. bond with United States Fidelity and Guaranty Company as surety, in the sum of $5140.12, approved and filed.

Writ returned: Served the within writ, together with declaration of claim (or plaintiff's Statement of claim) upon the within named defendant, James R. Kerr, on May 31, 1929, 11:45 o'clock A. M., by handing to him a true copy of the aforesaid writ and claim, and making the contents thereof known to him. The said defendant having failed to file the required bond within seventy-two hours from time of said service, the goods herein named and described were delivered into the hands, possession and control of the within named plaintiffs, to wit, June 28, 1929. So answers C. A. Jones, Sheriff.

And now, July 2, 1929 On motion of plaintiffs Attorney, judgment is entered in favor of plaintiffs and against defendant, for the goods described in the praecipe and writ.

R page 26. Judgment

V. L. Greeley, Proth'y.

23

Grange National Bank of Spartansburg, Pa.
vs.
L. L. Rexford
Entered May 31, 1929

Pro. Greeley ($1.75 paid) $ 2.25

Of No. 194 May Term, 1924
Amicable Scire Facias sur Judgment

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

Debt $425.00
Int. from May 9, 1929.
Judgment
W. L. Greeley, Pro

R. p. 22.

SEPTEMBER TERM, 1929

Thomas & Kiebort 24	Martha Tuttle vs. Alfred Bunce and Alba Smith, Defts and Springs First National Bank of Cambridge Springs, Pa Issued May 31, 1929. Tax & writ Pd by Plff 2.75 Shff. Jones, (atty K. Pd) 6.50 6-5-29 Pa Sis 24 1.00	Of No. 168 May Term, 1929 Attachment Execution. Returnable to next term. To attach all and singular the goods and chattels, rights and credits-moneys and property of the defendants in whose hands the same may be, and especially in the hands of the Springs First National Bank of Cambridge Springs, Pa., and to summon them as Garnishees. Writ returned: June 28, 1929 writ returned by order of plaintiffs Atty. So answers C. H. Jones, Shff

Now June 5, 1929 this case settled and discontinued of record.

Thomas & Kiebort
attys for Plff.

L. N. Dilley

25

Petition of Sylvia E Harvey, wife of Glen Harvey for decree and certificate authorizing her to act as a Feme Sole Trader.
Entered May 31, 1929
Geo. Greeley 7/1/29 atty pd $5.00

May 31, 1929, Petition presented in open Court and filed.

And now, May 31, 1929, upon consideration of the foregoing petition and on motion of L. N. Dilley, Atty for petitioner it is ordered and decreed that notice be given of the filing of said petition, by advertisement once a week for two consecutive weeks in the Meadville Tribune, a daily newspaper published in the County of Crawford, and that said petition will be considered by the Court on the first day of July, 1929, at 10 o'clock A.M., when all persons interested may show cause, if any they have, why the prayer of the petition should not be granted.

(See paper filed) Per Curiam.

July 1, 1929, Proof of publication of notice and final decree, filed.

Decree: And now, to wit: This first day of July, 1929, after due publication and hearing in open Court, it appearing that Glenn Harvey, the husband of Sylvia E. Harvey, of Linesville, Crawford County, Penna, has failed and neglected to support and maintain his said wife and has separated and lived apart from her from March, 1927, it is Ordered and Decreed that the said Sylvia E Harvey be and she is hereby declared to be a feme sole trader, with all the rights and privileges of such, under the act of Assembly made therefor, and her property, real or personal now or subsequently owned by her, however acquired, shall be subject to her own free and absolute disposal during her life, and by Will without any liability to be interfered with or obtained by her said husband Glenn Harvey, and in case of intestacy, all of her property shall go to her next of kin as though he were previously dead, as provided in the Act of Assembly of May 28, 1915, P.L. 639, and that a certificate under the seal of Court be granted her, that she shall be authorized to act, have the power and transact business as provided by acts of Assembly made therefor.

(See paper filed) (Signed) Per Curiam. O. Clare Kent, P.J.

Same day, Certified copy of decree issued.

SEPTEMBER TERM, 1929

J. Perry Eckels 26	United States Rubber Company, a corporation, vs. F. J. Keele Issued June 3, 1929. Tax & writ (Atty's fee) $2.00	Summons in Assumpsit, Returnable to First Monday of July next. June 3, 1929, Statement of claim filed. Same day, Defts. accepts service of Summons and Statement of claim. (See writ.)

Kent & Moon
27

Jane Fields
vs
Caroline S. Anderson
Issued June 3, 1929

	#
Jas & writ (Plff's pd)	3.00
Rec. Hood	.50
Shff. Jones (pd to Shff)	6.40
Pro. Fs. (Plff's pd)	2.50
Atty	3.00

Scire Facias sur Mortgage recorded in Mortgage Book No. 87 page 250 Returnable to the first Monday of July next.

June 3, 1929, Affidavit as to owner of land filed

Writ returned: Served the within named defendant June 6, 1929, at her place of residence in Rockdale Township, Crawford County, by handing to her personally a true and attested copy of the within writ and making the contents thereof known to her so answers,

C. N. Jones, Sheriff

And now, July 27, 1929, On motion of plaintiffs attorneys, judgment is entered in favor of plaintiff and against the defendant, for want of an appearance, and liquidated at the sum of Four hundred eighty-one and 20/100 Dollars, together with interest from June 3, 1929, and costs (See paper filed)

	#
Debt	481.20
Int. from June 3, 1929	
Judgment	

A. p. 46.

V. L. Greeley, Pro.

Lev. Fac. to No. 83 Sept. Term, 1929.
Sept 25 1929 Satisfied of Record. (See Hebron Twp)

SEPTEMBER TERM, 1929

J. E. Bozard, for Pltff
Aug. 14-1933.
28

Bertha E. Obert
vs.
A. Parkin
Entered June 4, 1929 #
Pro. Greeley (pd by Deft) 2.25

Of No. 178 May Term, 1924.
Amicable Scire Facias sur Judgment.
It is agreed That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said county, and duly so returned, and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Five Hundred Dollars, being the amount of debt now due on the original judgment, with interest thereon from June 4, 1928 #

Debt 500.00
Int. from June 4, 1928
Judgment

P. p. 57.

V. L. Greeley, Pro.

Fi Fa no 97 Sept Term 1933

Brooks & Spurtze ✓
29
Charles B. Stegg
6-24-29 U.S.D.
Thomas & Thomas

James A. Bennett
vs.
Jacob Wisenberg
Issued June 5, 1929

Jay & Swirk	6-8-29 paid	2.00
Shff Jones	paid	8.40
Cro. B. for County		6.50
Jury-fee		4.00
Atty		3.00
Stenographer		89.10
Shffs. Bill of costs		264.64

Summons in Trespass,
Returnable first Monday in July, 1929
June 5, 1929, Statement of Claim in Trespass filed.
Writ returned: Served the within named defendant, by an adult member of his family, namely Isadore Switzer, son-in-law, by handing to him personally a true and attested copy of the within summons together with plaintiff's statement of claim. So answers, C. A. Jones, Sheriff.
June 28, 1929, Affidavit of defense filed
On Trial List for 1st & 2d Mondays of Oct. 1929, No. 19.
And now, Oct. 15, 1929, a jury called and sworn as follows: 1- Ralph Anderson, 2- Leon Jacob, 3- W. M. Hyde, 4- Otto Kellogg, 5- J. B. Boutwell, 6- Fred Huckleberry, 7- Ellis Henry, 8- Jennie Mattocks, 9- Charles Rice, 10- Maude Smith, 11- Mrs. W. B. Sweeney, 12- Mrs. Earl S. Boyles; twelve good and lawful persons, who upon their solemn oaths which they have taken, say, October 18, 1929, they find for the plaintiff for the sum of $1000.00, damages. Wi. page 24.
Oct. 17, 1929, Plaintiff's and Defendants points filed.
Oct. 19, 1929 Motion on part of defendant for a new trial filed, and rule to show cause granted why new trial should not be ordered. Per Curiam.
(See paper filed)
On Argt. List for Nov. Term, 1929, No. 12 Contd.
On Argt List for Feb. Term, 1930 No 11 Feb. 27, 1930, Argued C.A.V.
March 31, 1930, Testimony and Charge of Court as transcribed by Stenographer, filed.
April 2 1930 Additional reasons for a New Trial filed.
April 11, 1930, Shffs. Bill of costs, $264.64, filed.
Now, August 11, 1930, the Rule to show cause why new trial should not be ordered, is hereby made absolute, and a new trial granted.
Per Curiam.
(See opinion filed)
On Trial List for 1 & 2 Mondays of Oct. 1931, No. 40 Oct. 5, 1931, Continued.

SEPTEMBER TERM, 1929

W. P. Breene 30	✓ W. B. Schadderon vs J. M. Powell Issued June 6, 1929 Tax & writ (Dept fd) # 3.50 costs on Trans. 6.85 Bro. Gs. for County Atty 3.00	Certiorari to William G. Smith, Alderman of Third Ward of Meadville Pa., Returnable to First Monday of July, 1929 June 12, 1929. Affidavit and recognizance of defendant, taken before William G. Alderman, on June 6, 1929 filed. Said recognizance being in the sum of $75.00, and signed by Thomas M. Powell, defendant, and John Moore bail, "conditioned for the payment, of costs that have accrued, or that may accrue, or that may be legally recovered from the defendant upon affirmance of the judgment in the above case." June 12, 1929. Return of proceedings by Alderman filed.

Dec. 23, 1929 Upon petition of plaintiff presented in open Court, rule to show cause granted why judgment of the Alderman should not be affirmed; rule returnable to first Monday of Feby next Per Curiam
(See paper filed)

And now, March 3, 1930, upon consideration of the foregoing petition, and it appearing to the Court that a writ of Certiorari was caused to be issued by M. P. Breene, attorney for J. M. Powell on June 6, 1929, and that the said J. M. Powell or his attorney have failed and neglected to file exceptions thereto, as required by the Rules of Court in such cases made and provided, and have further failed to answer the rule heretofore granted in the within case,- an order is entered affirming the proceedings as had before Alderman William G. Smith, and for the order and judgment as entered on May 17, 1929 by the said Alderman William G. Smith.
(See paper filed)

Per Curiam.

Charles B. Stegner
31

Edna Miller La Pre
vs.
Timothy A. La Pre
Issued June 8, 1929
#

Tax & writ (paid) 3.00
Shff. Jones (atty pd) 1.60
Shff. Jones, alias (atty pd) 1.60
Shff. Jones-proc. (pd) 11.15
C.W. Benedict, Master 25.00
2-7&-30.
Pro Prothy use of Copy 10.10
atty 3.00

Subpoena in Divorce and for custody of child, Virginia Mane La Pre.
And now June 8, 1929, Subpoena awarded, Returnable to the first Monday of August next.
Per Curiam.
(Signed) O. Blare Kent, P.J.

Subpoena returned Aug 5, 1929: Non est inventus as to the within named respondent. So answers, Chas. A. Jones, Shff.

10-6 Sept. 3, 1929, Alias Subpoena in Divorce issued, Returnable to first Monday of October next.

Alias Subpoena retd Oct. 7, 1929:
Non est inventus as to the within named respondent. So answers.
Chas. A. Jones, Shff.

Nov. 4, 1929 Order issued for publication of Sheriffs proclamation (4 times), returnable to the first Monday of January next.

Dec. 16, 1929 Made proclamation in the above entitled case according to law, and caused the same to be published in the Titusville Herald, a newspaper printed within my bailiwick, for three weeks successively prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached. So answers Chas. A. Jones, Shff.

2-6 And now, Jan. 6, 1930, Chas. W. Benedict, Esq., is appointed Master (See paper filed) Com. issued. Per Curiam.

Feby 14 1930 Testimony and report of Master filed.

On Argument List for Feb 24. 1930 at No 21

March 1, 1930. After due consideration, a divorce is decreed as prayed for, and it is further ordered that the respondent, Timothy A. La Pre, pay the costs of this proceeding. The Court is without jurisdiction to award the custody of the child to libellant. Per Curiam.

3-6 Decree: And now to wit: Mar 1, A.D. 1930, this cause came on to be heard on libel, subpoena, subsequent proceedings and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered adjudged and decreed That the said Edna Miller La Pre be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the libellant, and the said Timothy A. La Pre the respondent. And that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at any time heretofore in pursuance of said marriage shall cease and determine;

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, 1929

Dickson Andrews ✓ 32	City of Meadville vs. James Allen, owner or reputed owner; Clarence C. Devore present owner. Issued June 8, 1929 # Tax Writ 3.00 Shff. Jones	O&No. 3 September Term, 1924, C&D Dire Facias sur Municipal Lien filed June 10, 1924, and entered in City Lien Doc. No. 8, page 660; Returnable within three months from date of issue D page 4. "June 28, 1929. Due Service of the within writ is hereby accepted." (Signed) C. C. Devore. Apr 19, 1930 This lien declared of record See C.L.D. no 8 page 660

L. N. Dilley
Greenville, Pa.
33

Petition of L. N. Dilley
for
Release ℔ of certain land in West Shenango Township, acquired by the Commonwealth from the lien of a Mortgage given by Wm. Yokes 2d to Jacob Splitstone, dated Jan. 15, 1854, recorded in Mortgage Book G. page 520.
Entered June 8, 1929.
#
Geo. Greeley 7/1/29 atty pd 5.00
Shff. Jones 40.75

June 8, 1929, Petition presented in open Court and filed.

Order: And now, June 8, 1929 upon consideration of the foregoing petition, it is ordered and decreed that the Sheriff of Crawford County give notice to all interested parties by copy of this petition and decree served upon them personally, if any, and to all unknown parties, if any, by public notice published in the Meadville Tribune, a daily newspaper published in said county, once a week for successive weeks, which notice shall briefly state the facts set forth in the petition and require the said parties to appear in the Court of Common Pleas on Monday August 5, 1929, at 10 o'clock A.M., and answer the said petition, and show cause why a decree should not be entered releasing and discharging all that certain lot of land described in the foregoing petition from the lien of the mortgage given and executed by William Yokes, 2d, to Jacob Splitstone dated Jan. 15, 1854, and recorded in Crawford County in Mortgage Book G page 520, and from the payment thereof; which decree shall forever thereafter operate as a release and discharge of the said said premises from the encumbrance of the said mortgage and shall bar all actions thereon. Per Curiam. (See petition)

June 8, 1929. Order issued to Sheriff.

Order returned: "And now, July 19, 1929, writ returned: Published in the Tribune-Republican once a week for four successive weeks, starting June 10, 1929, as herein commanded, pursuant to the "Proof of Publication" hereto annexed. So answers Jos. Jones, Shff.

Decree: And now, August 5, 1929. It appearing to the Court from the Sheriff's return that he was unable to find the said Jacob Splitstone or his legal representatives or whoever may be the holder or holders of the said mortgage, and that notice of the facts set forth in the petition were advertised once a week for four weeks in Meadville Tribune Republican, which said advertisement is further shown by proof of publication annexed to the Sheriff's return, and the Court being satisfied of the truth of the allegation of the petition, it is ordered and decreed that all that certain tract or piece of land situate in the Township of West Shenango, County of Crawford and State of Pennsylvania, and being bounded and described according to an actual survey thereof, made for the use of the Water Supply Commission, as follows:

Beginning at the northeast corner at the middle point of intersection of public highways; thence S 2° 1' W 2211.4 feet

Continued on page 593.

SEPTEMBER TERM, 1929

Donald C. Thompson ✓ 34 6-28-29 Thomas O. Fiebat v.s.c. ✓	Alfred J. Bates doing business as The Edward J. Bates Company vs. James R. Kerr Issued June 8, 1929. Jax, writ (Pltff. pd) 3.00 Shff. Jones,	Replevin for one Orchestrope # 154-1028 F, with coin attachment coin boxes and 28 records; Returnable to the first Monday of July next. June 8, 1929, Affidavit of value filed. June 8, 1929, Bond of plaintiff, Alfred J. Bates, with Harley D. Carpenter, as surety, in the sum of #2628.00, approved and filed.

Kent & Mook

35

Petition of M. E. Clark for Appointment of a Guardian for Amanda Clark, of West Mead Township
Entered June 10, 1929
Geo. Greeley 7-16-29 paid $5.00

June 10, 1929, Petition presented to Hon. O. Clare Kent P. J., and filed. bl. pd 36.

Order: And now, to wit, June 10, 1929, upon presentation and consideration of the within petition, a hearing is fixed on the foregoing application, for Monday, July 1, 1929, at 10 o'clock A.M.; and it is directed that ten days written notice thereof be given to the said Amanda Clark and other members of her family residing within the jurisdiction of the Court, by service of a copy of the petition and order of the Court on each of them; that 10 days written notice thereof be given to the members of her family residing without the jurisdiction of this Court by service of a copy of the petition and order of the Court upon them by registered mail, respectively addressed to said members at the last known addresses.

(See petition) Per Curiam.

July 1, 1929, Proof of notice to respondent filed.

July 1, 1929, Proof of notice to members of respondents family filed.

Decree: And now, to wit, July 1, 1929, it appearing that service of a copy of the petition and order of the Court in this matter was duly made upon Amanda Clark and the other members of her family, and after testimony taken, and due consideration thereof, the Court finds that said Amanda Clark is a person of weak mind and not capable of taking care of her own property, and thereupon the New First National Bank of Meadville, Pennsylvania, is appointed Guardian to take care of the property of said Amanda Clark; security to be filed at a later date, as approved by this Court, upon the recovery of the property of said Amanda Clark, said property now being or about to be the subject of litigation.

Per Curiam.

(Signed) O. Clare Kent,
President Judge.

(See paper filed)

Record continued on page 309

Feb 24, 1930 Petition for an allowance filed (See paper filed)

Order: And now Feb 24, 1930 upon presentation and consideration of the foregoing petition, it is hereby decreed that the New First National Bank of Meadville is as Guardian of Amanda Clark, is authorized to credit the account submitted to it by M.E. Clark in the amount of $493.50 upon the note owned by said M.E. Clark to Amanda Clark; and it is further ordered that said Guardian is authorized to pay M.E. Clark, commencing as of Feb 1, 1930, the sum of $10.00 a week for the care and support of Amanda Clark by crediting said amount weekly upon said note until the same be fully paid and thereafter to be paid in cash if in the discretion of said Guardian, the estate justifies the payment of said amount and for so doing, this order shall be sufficient warrant & authority. Per Curiam O. Clare Kent P.J. (See paper filed)

SEPTEMBER TERM, 1929

J. Berry Eckels ✓ 36 7-29-29-Usq Thomas v. Thomas.	National Cash Register Company vs. J. Floyd Smith, Executor of the last will and testament of Warren E. Smith, deceased. Issued June 11, 1929 Jas. Twist (Atty fee) $2.00 Shff. Jones Pd.	Summons in Assumpsit, Returnable to first Monday of July next. Sum. pp. 67 & 28. July 30, 1929, Statement of claim filed. Service of copy of same accepted by Defts. Attys. On Trial List for 1st Mon. of Oct. 1929, No. 20. And now, Nov. 22, 1929, Writ returned in default of remitting advance costs for service of same. No service rendered. So answers Chas. H. Jones, Sheriff. And now, Sept 16, 1929, recd payment in full of the above debt, interest and costs and the case is hereby settled and discontinued of record. J. Berry Eckels Atty. for Pff.

Wesley B. Best
37

Henry L. Countess
vs.
Anna M. Bacon
Entered June 12, 1929

Bro. Greeley (B/Ff. Pd) # 2.25
Atty 3.00

Of No. 162, May Term, 1924
Amicable Scire Facias sur Judgment

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

Debt $1306.00
Attys Com. included 40.00
Interest from May 29, 1929.

Ba. 4p. 13.

Judgment
V. L. Greeley, Pro.

June 11, 1934. Sci. Fa. to No. 25 Sept. Term, 1934.

SEPTEMBER TERM, 1929

Kent & Mook 38	Amanda Clark vs J. Wray Clark and Myron Clark. Issued June 13, 1929 Tax Writ (plff. pd) $3.00 Sheff. Jones (plff. pd) 2.80	Replevin for: 1.- Brussels carpet 10X12 ft. $25.00 2.- Ingrain rug, 9ft.X12 ft. 10.00 3.- Homespun counterpain 80.00 4.- Two homemade quilts 10.00 5.- Bedstead 15.00 6.- Bed springs 5.00 7.- Mattress 5.00 Of the total value of $150.00 Returnable the first Monday of July, 1929. June 13, 1929, Plffs. affidavit of value filed. Same day, Plffs. Bond in sum of $300.00, with M. E. Clark as surety, approved and filed. Writ returned: And now, June 13, 1929, served the within named defts. by handing to each of them personally a true and attested copy of the within writ, and making the contents thereof known to them. The property herein being delivered into the hands, possession and control of the within named plaintiff. So answers C. H. Jones, Sheriff.

James D. Roberts	Minnie Adsit and Floyd Adsit, Executors of the estate of Harvey Adsit, deceased,	Scire Facias sur Mortgage recorded in Mortgage Book No. 081, page 394. Returnable to first Monday of July next.
39	vs.	June 14, 1929. Affidavit as to owners of land filed.
	W. A. Hall and Ella B. Hall, Mortgagors, and Dora L. Blackmer and Frank L. Blackmer, real owners.	Writ rcvd. And now, June 21, 1929, served the within mortgagors by handing to William A. Hall individually, and as a member of the family of Ella B. Hall, namely, her husband, true and attested copies of the within writ and making known to him the contents thereof, at their place of residence 203 Park Row, Kenitown, Penna.
	Issued June 14, 1929	Nihil habet as to the within named Dora L. and Frank L. Blackmer, real owners.
	#	So answers C. A. Jones, Sheriff.
	Tax & writ (Plff. pd) 3.00	July 3, 1929, Alias Sci. Fa. sur Mortgage
	Rec. Hood .50	issued as to Dora L. Blackmer and Frank L. Blackmer, real
	Shff. Jones (paid) 3.50	owners, returnable to the first Monday of August next.
	Shff. Jones-alias 4.90	Alias writ returned Aug. 5, 1929: Served the within Sci. Fa.
	Pro. P. for Co. (Plff. pd July 16/29) 4.75	sur Mortgage Aug. 2, 1929, by going to the property herein
	Atty 3.00	described and after diligent search of same, I found no
		person in possession thereof, and posted a true and attested
		copy of the within writ in the most public place of
		the premises. Nihil habet as to the within named mort-
		gagors and real owners. So answers C. A. Jones, Sheriff.
		Aug. 12, 1929 Upon praecipe of plaintiffs attorney, judg-
		ment is hereby entered in favor of plaintiffs, and against
		the defendants- mortgagors and real owners, for want of
		an appearance; and same day said judgment liqui-
		dated at the sum of Fifteen hundred sixty-nine and 6/100
		Dollars; with interest from Aug. 12, 1929, and costs of suit.
		(See paper filed)
		#
		Debt 1569.06.
		Interest from Aug. 12, 1929.
		Ha. pages 26 & 82. Bl. pages 79-79. Judgment.
		V. L. Greeley, Prothy.
		Lev. Fac. to No. 101 Sept. Term, 1929.

SEPTEMBER TERM, 1929

Kent & Mook

496-7-8-29 ✓

Thomas Fielbach v.s.

Jan 28 1930 Rec'd of Pas Gruley Nine and 80/100 Dollars adowed costs

Kent & Mook
by Carlson Mook

✓ S. F. Mollnar and
✓ Mary C. Mollnar
vs.
J. A. Logan
Issued June 17, 1929

Jay Twist (Attys fee)	2.00
Shff. Jones (Attys fee)	4.80
Geo. Greeley, for Co.	paid 2.75
Atty	3.00

Summons in Trespass Returnable to first Monday of July next.
June 17, 1929. Statement of claim filed, and copy certified.
Writ returned: Now, June 19, 1929. Served the within writ upon an adult member of the defendants family, namely, Ida Logan, his wife, by handing to her personally a true and attested copy of the within writ, together with plaintiffs statement of claim. So answers
C. A. Jones, Sheriff
On Trial List for 1st & 2nd Monday of Jan. 1930 No: 21
Jany 13, 1930, Continued by Consent

And now January 28, 1930, the above action is discontinued and marked settled of record.

Kent & Mook
by Carlson Mook, Attys for Plaintiffs.

Bolard & Bolard

41

Aug 6 1929 Recd of Guardian Twelve and 50/100 Dollars as Costs & Adv account
V. L. Greeley Pro

Sept. 16, 1944 Paid Enterprise News, Cambridge Springs, Pa. $5.50 advertising costs by Check No. 1713, P.O.S.

Petition of Charles Bidwell for appointment of a Guardian for Miss Edna Bidwell, of Richmond Twp, as a person of unsound mind.
Entered June 17, 1929

Pro. Greeley	$5.00
Pro Greeley and adv 3/25/33	7.50
Pro Greeley since pd	5.00
advance paid	4.50
Pro. S. 12-27-41. Pd.	2.50
Pro. final o/c 9-6-44 Pd.	4.00
Pro. for discharge 10-18-44 Pd.	2.50

June 17, 1929, Petition presented to Hon. O. Blare Kent, P. J., and filed Bk. P. 79.

Now, June 17, 1929, On consideration of the foregoing petition, and on motion of J. A. Bolard, attorney for the within named petitioner, it is ordered that a hearing be had on Monday the first day of July, 1929, at 11 o'clock A.M., and that ten days written notice thereof be given to the said Miss Edna Bidwell. Per Curiam.

Notice accepted by Mrs. Sarah L. Bidwell, Mrs. Gertrude Fitch and Mrs. Louise B. Birchard. (See petition)

July 1, 1929, Proof of notice to respondent and affidavit of Dr. H.W. Mitchell filed.

Decree: Now, July 1, 1929, After hearing in this matter in open Court and the taking of testimony, and it appearing that said Edna Bidwell has had notice of this hearing, and that she cannot appear in Court, and also that all other parties in interest have had or waived notice, and it also appearing that said person has an estate of $1575.04 and a small interest in some farm land; It is now found, adjudged and decreed that said Miss Edna Bidwell is of weak mind and is unable to take care of her property and estate, and the Court does now appoint R. A. Birchard of Cambridge Springs, Pa., guardian of her estate, he to give a bond in the sum of Three Thousand Dollars, to be approved by this court. Per Curiam.
(See paper filed)

July 17, 1929, Bond of R. A. Birchard, Guardian, with Charles B. Bidwell and D. L. Mathews as sureties, in the sum of $3000.00, approved by Hon. O. Blare Kent, P. J., and filed.

Aug 6 1929 First and Partial Account of R. A. Birchard Guardian filed. Showing balance due estate ($1,315.00) and notice issued to Tribune Republican that account will be finally confirmed on 4th Monday of August next if no exceptions are filed in the meantime.

And now, Sept. 3, 1929, the account of Guardian is allowed as filed. Per Curiam.
(See paper filed)

May 9, 1932, Petition of R. A. Birchard Guardian, to join sale of real estate, presented in open Court and filed.

Order of Court: And now, May 9, 1932, upon the consideration of the foregoing petition, on the motion of J. A. Bolard, attorney for the guardian herein, it appearing that the only person in interest is the alleged weak minded or insane person whose guardian

Record continued on page 521.

Thomas W. Dicky to Victor Johnson 42	Peter Mastren, and Angelina Mastren, his wife, vs. The County of Crawford Issued June 17, 1929 Jay Twirk (Plff. pd) # 2.00 Shff. Jones (paid) 2.60	Summons in Trespass Returnable to first Monday of August next. Writ returned. And now, June 21, 1929, We, the undersigned, as the Board of Crawford County Commissioners, do hereby accept service of the within writ. (Signed) A. R. Conover A. B. Gutshall Edwin E. Dane And now, June 25, 1929, writ returned. Service made on County of Crawford as per signatures of County Commissioners above. So answers C. A. Jones, Sheriff.

Thomas W. Dicky & Victor Johnson 43	Peter Mastren and Angelina Mastren, his wife, vs. The City of Mead- ville Issued June 17, 1929 Tax & writ (Paid by Plff) 2.00 Shff Jones (Paid) 2.60	Summons in Trespass, Returnable to first Monday of August next. Writ returned: Now, June 24, 1929, Served the within summons upon the City of Meadville by handing to the Mayor thereof, namely William Jones a true and attested copy of the within summons. So answers, W. H. Jones, Sheriff.

SEPTEMBER TERM, 1929

Hymes & Brother ✓
Leland J. Culbertson ✓
44 7-1-29. V.S.D.
Thomas & Thomas. ✓

Susan E. Laudeman
and Merle G. Laudeman
vs
James G. Leslie
Issued June 18, 1929

Tax & writ paid by L.J.C. $2.00
Shff. Jones (Atty's fee) 2.60
Pro. S. for Co. paid 6.50
Jury Fee (12 cts. 13 cts. 6 cts.) 4.00
Atty, 3.00
Shff's Bill of costs, 273.96
Sat paid .25

Summons in Trespass, Returnable to first Monday of July next.
June 18, 1929. Declaration and Statement of Claim filed, & copy certified to Sheriff.
Writ returned: And now, June 21, 1929 Served the within named defendant by handing to an adult member of his family, namely, his wife, Alice Leslie, a true and attested copy of the within summons, together with plaintiffs Statement of Claim
So answers, C. A. Jones, Shff.
On Trial List for 1st Wed Mon. of Oct. 1929. No. 21.
And now, October 17, 1929, a jury called and sworn as follows: 1- Fred Reide 2- R. D. Pringle, 3- Ivan E. Anderson 4- A. K. Hummer 5- Norman Hay, 6- Omar B. Martin, 7- M. Helena Weir, 8 N. A. Henry, 9- Mrs. Josephine Irwin, 10- M. B. Vroman, 11- Frank Gates, 12- Aubrey Porter: twelve good and lawful persons, who upon their solemn oaths which they have taken, say, October 19, 1929 they find for the plaintiff in the sum of Sixteen hundred and four Dollars, of which $500.00 is to be used for funeral expenses, etc.
L page 35.
Oct. 19, 1929, Plaintiffs points, defendants points and Defts additional points, filed.
Oct. 30, 1929, Plaintiffs Bill of costs $273.96, filed
Debt $1604.00
Int. from Oct 18, 1929
L. page 35 Judgment on Verdict Nov. 11, 1929.

and now, Nov. 11, 1929, Recd payment in full of the above judgment and costs and the Prothonotary is directed to satisfy the judgment of record.
Edmund S. McMurtrie, atty for Pltff.

Arden D. Mook
Wesley B. Best for Rule.

Anthony Capozzi
vs.
Charles A. Douglass
Entered June 21, 1929

Tax & entry (Atty fee)	$ 3.50
Atty	3.00
Brs. Greeley on Rule	4.25
Mildred Briggs, Comr.	See Bill of Costs
Plffs. Bill of costs	22.25
Defts. Bill of costs	31.25

Amicable Action of Ejectment for the second floor of the brick block at 971 Water Street, Meadville, Pa., with entrance at 205 Arch Street, Meadville, Pa.

June 21, 1929, Amicable action and confession of judgment, affidavit of plaintiff and copy of lease filed.

"And the said Arden D. Mook, attorney for said Charles A. Douglas, by virtue of the power of attorney in said lease, hereby confesses judgment in ejectment for the said premises in favor of the said Anthony Capozzi, the plaintiff; and also confesses judgment in favor of the said Anthony Capozzi, the plaintiff, for $300.00, being the rent for one year, because of the forfeiture of said lease, without any stay of execution, appeal writ of error, or objection or exception, as provided in the lease hereto attached."

Rent in Arrear & Atty Com. $315.00
Judgment
W. S. Greeley, Prothy.

D. & C.

Hab. Fac. Poss. with clause of Fi. Fa. to No. 48 Sep. Term, 1929.

June 21, 1929, Petition of Deft. to open judgment, etc., presented at Chambers, and filed.

And now, this 21st day of June, 1929, the Court, having read and considered the foregoing petition, on motion of Wesley B. Best, Attorney for the defendant, Charles A. Douglass, grants a rule on the plaintiff to show cause why the judgment entered in the above entitled case, should not be opened and defendant let into a defense; meanwhile all proceedings to be stayed; returnable to the first Monday of August next. Per Curiam. (See paper filed)

Aug. 5, 1929, Answer of Plff. to rule to open judgment filed.

And now, Sept. 3, 1929, On motion in open Court, Miss Mildred Briggs is appointed Commissioner to take testimony on part of Deft. Per Curiam (See paper filed) Com. issued.

On Arg. List for Nov. Term, 1929, No. 3. Nov. 27, 1929, Argued to A.V.

Feb. 10, 1930, Testimony taken by Mildred Briggs, Commissioner, filed.

Now, February 10, 1930, Rule to show cause why judgment should not be opened and defendant let into a defense, granted June 21, 1929, is hereby discharged. Per Curiam.
(See opinion of Court filed)

SEPTEMBER TERM, 1929

Walter J. McClintock
46

Erma Steinhoff
vs.
Morrow Y. Steinhoff
Issued June 22, 1929

	#
Jas. t writ (paid)	3.00
Shff. Jones (paid)	6.00
V. Johnson, Master	25.00
Pro. Greeley (Pd by Plff Aug 5 1929)	8.10
Atty	3.00
Libellants Bill of Costs	45.16
Pro. Fs. since taxing costs	3.00

Subpoena in Divorce and for custody of minor child, Ella Jean Steinhoff.

And now, June 22, 1929, Subpoena awarded, returnable to the first Monday of August next. Per Curiam.
(Signed) O. Clare Kent, P.J.

Subpoena returned: Chas. H. Jones, Sheriff, makes affidavit that he served the Subpoena in Divorce in this case upon Morrow Y. Steinhoff, the respondent therein named on the 22d day of June, 1929, by delivering to him a true and attested copy of the same, at Rockdale Township, Crawford County, Pa., and making known to him the contents thereof. (See affidavit annexed to subpoena)

And now, Aug. 5, 1929 On motion in open Court, by Victor Johnson, Esq., is appointed Master to take testimony, and make report thereof to the Court, in the above entitled case. (See paper filed) Com. issued. Per Curiam.

Sept 13 1929 Testimony and Report of Master filed.

And now, to wit, Sept. 25, 1929, On motion in open Court, the Prothonotary is directed to place this case on the argument list for the September Term, nunc pro tunc as of Sept 13, 1929. Per Curiam. (See paper filed)

On Argument List for Sept. Term, 1929, No. 27.

Now, October 7, 1929, after due consideration, a divorce is decreed as prayed for, and it is further ordered that the respondent, Morrow Y. Steinhoff, pay the costs of this proceeding. This decree to contain the statutory prohibition as relates to the paramour, Ethel Majeroni. The custody of the minor child, Ella Jean Steinhoff, is hereby awarded to the libellant, Erma Steinhoff. Per Curiam. (See paper filed)

Oct. 10, 1929, Plaintiffs Bill of costs, $45.16, filed.

And now, Oct. 17, 1929, Upon praecipe of Libellants attorney, judgment is entered against respondent for costs, pursuant to decree. St. page 69 Judgment
Fi. Fa. to No. 70 Nov. Term, 1929. V. L. Greeley, Pro Thy.

Decree:

Oct. 18, 1929, The above judgment satisfied. (See Fi. Fa.)

And now to wit Oct. 7, 1929 this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record and appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed. That the said Erma Steinhoff be divorced and forever separated from the nuptial tie and bonds of matrimony heretofore contracted between her the said Erma Steinhoff the libellant and the said Morrow Y. Steinhoff, the respondent. And that thereupon

Continued on page 595

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Wm. H. Buck

vs.

Ezmro J. Gergely

Entered June 29, 1929

Pro. Greeley (pd by Pl.) $2.25

No. 241 May Term, 1924

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 Two hundred and forty-three and 60/100 Dollars, being the amount of debt, interest and costs now due on the original judgment.

Debt #243.60

Int. from Sept. 16, 1929

G. page 34 Judgment

V. L. Greeley, Pro.

Dec. 8, 1931. The above judgment satisfied.
(See paper filed)

SEPTEMBER TERM, 1929

Kent & Mook ✓ H 8 7-29-29 v.f.f. Themes v Themes. ✓	Keystone Construction Company, a Pennsylvania corporation, vs. J. Floyd Smith, Executor of the estate ✓ of Warren B. Smith ✓ Issued June 29, 1929. # Tax & writ (Atty paid) 2.00 Shff. Jones (Paid) 2.60 Shff. Jones - Statement (Paid) 3.50	Summons in Assumpsit, Returnable to the first Monday of August next. Sm. ppr. 6 & 28. Writ retd: Served the within writ upon an adult member of the within named defendants family, namely Ellen Smith, his wife, by handing to her personally a true and attested copy of the within Summons and making the contents thereof known to her, July 1, 1929. So answers C. H. Jones, Sheriff. July 17, 1929, Statement of claim filed, and copy certified. Oct. 7, 1929, Sheriff makes return of service of statement of claim upon defendant. (See back of Statement)

And now, Sept 16, 1929, received payment in full of the above debt, interest and costs and the case is hereby settled and discontinued of record.

Kent & Mook
By Ardery Mook
Attorneys for Plaintiff

X

49

In re surety Company

Continental Casualty Company, of Hammond, Indiana
Entered July 1, 1929.

Gro. Greeley (paid July 29th) 3.00

July 1, 1929, Certificate of authority to become sole surety, from the Insurance Commissioner of Pennsylvania, filed.

Same day, Financial Statement as of Dec. 31, 1928, filed.

April 15, 1930, Certificate of authority from Insurance Commissioner of Penna, as of March 11, 1930, and Financial Statement as of Dec. 31, 1929, filed.

Mch. 10 1931 Financial Statement as of Dec 31 st 1930 filed $1.00 paid.

March 11, 1932, Financial Statement as of Dec. 31/31, filed. (3/21/33 - $1.00 pd)

Mar 17 1934 Financial Statement as of Dec 31-1933 filed 5/17/34 1.00 pd.

May 11, 1935 Financial Statement as of Dec 31 1934 filed $1.00 paid

Feb. 4, 1936. Financial Statement as of Dec. 31, 1935 filed. 2/24/36 1.00 paid

April 22, 1936 Financial Statement as of April 12, 1937 filed $1.00 paid

June 1, 1938. Financial Statement as of Dec. 31, 1937 filed $1.00 Pd.

Mar. 24, 1939. Financial Statement as of Dec. 31, 1938 filed. $1.00 Paid.

April 12, 1940. Financial Statement as of Dec. 31, 1939 filed. $1.00 Pd.

April 26, 1941, Financial Statement as of Dec. 31, 1940 filed. $1.00 Pd.

May 20, 1942, Financial Statement as of Dec. 31, 1941 filed. $1.00 Pd.

April 6, 1943, Financial Statement as of Dec. 31, 1942 filed. $1.00 Pd.

Mar. 17, 1944, Financial Statement as of Dec. 31, 1943 filed. $1.00 Pd.

Feby. 28, 1945, Financial Statement as of Dec. 31, 1944 filed. $1.00 Pd.

Mar. 25, 1946, Financial Statement as of Dec. 31, 1945 filed. $1.00 Pd.

Feby. 27, 1947, Financial Statement as of Dec. 31, 1946 filed. $1.00 Paid

Feby. 16, 1948, Financial Statement as of Dec. 31, 1947 filed. $1.00 Paid.

Feby. 10, 1949, Financial Statement as of Dec. 31, 1948 filed. $1.00 Paid

Feby. 16, 1950, Financial Statement as of Dec. 31, 1949 filed. $1.00 Paid

Feby. 14, 1951, Financial Statement as of Dec. 31, 1950 filed. $1.00 Paid

Feby. 8, 1952, Financial Statement as of Dec. 31, 1951, filed. $1.00 Paid

Mar. 7, 1953, Financial Statement as of Dec. 31, 1952, filed. $1.00 Paid

Mar. 12, 1954, Financial Statement as of Dec. 31, 1953 filed $1.00 Paid

Feb. 25, 1955 Financial Statement as of Dec. 31, 1954 filed $1.00 Paid

Feb. 24, 1956 Financial Statement as of Dec 31, 1955 filed $1.00 Paid.

April 10, 1957 Financial Statement as of Dec 31, 1956 filed $1.00 Paid

April 2, 1958 Financial Statement as of Dec 31, 1957 filed $1.00 Paid

March 24, 1959 Financial Statement as of Dec 31, 1958 filed $1.00 Paid

March 15, 1960 Financial Statement as of Dec 31, 1959 filed $1.00 Paid.

March 7, 1961 Financial Statement as of Dec 31, 1960 filed $1.00 Paid.

March 1, 1962 Financial Statement as of Dec. 31, 1961 filed $1.00 Paid

March 21, 1963 Financial Statement as of Dec. 31, 1962 filed $1.00 Paid

March 18, 1964 Financial Statement as of Dec. 31, 1963 filed $1.00 Paid

Dec 8, 1967 Financial Statement as of December 31, 1966 filed $1.00 Pd.

Nov 5, 1968, Financial Statement of December 31, 1967, filed $1.00 pd.

Mar. 25, 1969 Financial Statement as of December 31, 1968 filed $1.00 pd.

Mar. 23, 1970 Financial Statement as of Dec. 31, 1969 filed $1.00 Pd.

April 12, 1971 Financial statement as of December 31, 1970 filed $1.00 pd.

April 10, 1972 Financial Statement as of December 31, 1971 filed $1.00 Paid

May 11, 1973 Financial Statement as of December 31, 1972 filed $1.00 Pd.

April 29, 1974 Financial Statement as of December 31, 1973 filed $1.00 Paid

Apr. 15, 1975 Financial Statement as of Dec. 31, 1974 filed $1.00 Pd.

May 3, 1976 Financial Statement as of Dec. 31, 1975 filed $1.00 Pd.

Apr. 15, 1977 Financial Statement as of Dec. 31, 1976 filed $1.00 Pd.

May 15, 1978 Financial Statement as of Dec 31, 1977 filed $1.00 Pd.

May 1, 1979 Financial Statement as of Dec 31, 1978 filed $1.00 Pd.

(Continued on Page 528)

SEPTEMBER TERM, 1929

Francis J. McClintock 50	Harold E. Williams vs. Flossie Winnifred Williams Issued July 1, 1929.	Subpoena in Divorce And now, July 1, 1929, Subpoena awarded as prayed for, returnable the first Monday of August, 1929. Per Curiam. (Signed) O. Blare Kent, P. J. Subpoena returned: Blanche H. Parker, Constable of 1st ward, Union City, Pa., makes affidavit that: "he served the within subpoena in divorce upon Flossie Winnifred Williams, the respondent, at the City of Corry, Pa., on July 5, 1929, by reading said subpoena to her, informing her of the contents therein, and by handing to her personally, a true, correct and attested copy thereof, together with a true, correct and attested copy of the original libel in divorce filed in above case. (See aff. on subpoena.)
Jay & Wirt (Atty. pd) 3.00 Bert Parker on Sub. (paid) 4.20 S. R. Miller, Master (paid) Pro. Greeley (pd Sept. 13/29) 8.10 Atty. 3.00		

And now, to wit, Aug. 5, 1929, S. R. Miller, Esq., is appointed Master to take testimony in above stated case, and make report thereof according to law. Per Curiam. (See paper filed) Com. issued.

Sept. 15, 1929 Testimony and Report of Master filed.

On Arg. List for Sep. Term, 1929, No. 19.

Order of Court: Now, October 3, 1929, After due and careful consideration of all the evidence offered in this case, we are clearly of the opinion that petitioner's allegation charging the respondent, Flossie Winifred Williams, with having committed adultery with one Arthur Roggencamp, and one Lawrence Morton, is definitely and legally established and proven, Wherefore a divorce is hereby decreed as prayed for; said decree to contain the statutory prohibitions as to respondent marrying either the said Arthur Roggencamp, or Lawrence Morton. Petitioner's alleged charge of cruel and barbarous treatment and indignities to the person of libellant as set forth in his said petition, are hereby dismissed without prejudice. Per Curiam. (See paper filed)

Decree: And now to wit, Oct. 2, 1929 this cause came on to be heard on libel, and proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed that the said Harold E. Williams be divorced and forever separated from the marital ties and bonds of matrimony, heretofore contracted between him, the said Harold E. Williams the libellant, and the said Flossie Winifred 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 hereto for in pursuance of said marriage, shall cease and determine. 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 and provided that the said Flossie Winifred Williams

Continued at bottom of next page

Stuart A. Spulberton
51

Lottie Hunt
vs
Walter Hunt
Issued July 1, 1929

		#
Tax & writ (Lib. pd)	3.00	
Shff. Jones (Atty pd)	2.90	
Shff. Kennedy (paid)	3.50	
Fred'k. Boland, Master pd	25.00	
Pro Greeley 9-23-29 pd	8.10	
atty	3.00	

Subpoena in Divorce
And now, July 1, 1928, Subpoena awarded, returnable to the first Monday of August 1929.
Per Curiam.
(Signed) O. Clare Kent, P.J.

Subpoena, retd: Served the within Subpoena in Divorce on the respondent personally, on the 15th day of July, 1929, by delivering to him at time and attested copy of the same, and making known to him the contents thereof as appears from affidavit as above.
So answers W. V. Kennedy,
Sheriff of Beaver County, Pa.

And now, July 19, 1929, writ returned: Served the within named respondent by deputizing the Sheriff of Beaver County, Pa., as per his return hereto annexed.
So answers L. A. Jones, Sheriff.

And now, Aug. 5, 1929, Fred'k. Boland, Esq., is hereby appointed Master to take testimony in the above case, and make report to Court. Per Curiam. (See paper filed) Com. issued.
Aug 16 1929 Testimony and report of Master filed.
On Argt. List for Sept. Term, 1929, No. 26.
Oct 4, 1929, After due consideration, a divorce is decreed as prayed for, and it is ordered that the respondent, Walter Hunt, pay the costs of this proceeding. Per Curiam.

Decree: And now to wit Oct 4, 1929, this cause came to be heard on libel, subpoena, subsequent proceedings and evidence therein duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered adjudged and decreed, that the said Lottie Hunt be divorced and forever free from the nuptial ties and bonds of matrimony heretofore contracted between her and the said libellant and the said Walter Hunt, the respondent and that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage, shall cease and determine; And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married. Per Curiam

Continued from preceding page
shall not marry the said Arthur Raggueamp or the said Lawrence Morton during the lifetime of the said Harold E. Williams, such marriage being prohibited by statute. Per Curiam

SEPTEMBER TERM, 1929

L. W. Benedict 52	Elizabeth Beatrice Mullooly vs. Edward Patrick Mullooly Issued July 1, 1929. Jay Twist (Atty pd) 3.00	Subpoena in Divorce and for custody of child, John Anton Mullooly. And now, July 1, 1929, Subpoena awarded as prayed for, Returnable First Monday of August, 1929.

Leland J. Culbertson

v

53

Nov 20 1929 Recd of Peffs atty Nine Dollars to apply on above Costs
V. L. Greeley Pro

May 20 1930 Recd of assignee Five Dollars balance of Costs
V. L. Greeley Pro

In the Matter of the Assignment of Wallace A. Dunn to A. Earl Dunham for the benefit of Creditors.
Entered July 1, 1929

Pro Greeley	3.00
Pro G Surveyor Prado	7.50
Pro G auditors report	3.50

Sur petition of Assignee:

And now, July 1, 1929, upon presentation of the foregoing petition in open Court, and after due consideration thereof it appearing to the Court that Wallace A. Dunn has made an assignment of his estate and effects to A. Earl Dunham for the benefit of creditors, and it being necessary to have an appraisement made thereof by two or more disinterested and competent persons, it is now ordered, adjudged and decreed that Leo J. Bigley and Earl B. Griffith be and they are hereby appointed appraisers to appraise the estate and effects of Wallace A. Dunn, assigned to A. Earl Dunham for the benefit of creditors. Per Curiam. (See paper filed) Same day, Cert. of appointment issued.

July 31, 1929. Inventory and appraisement #2108.84, filed.

Aug. 5, 1929. Bond of A. Earl Dunham, Assignee, with U.S. Fidelity & Guaranty Company of Baltimore, Md., as surety, in the sum of #3000.00, approved by the Court and filed.

Nov 19 1929 Final account of A. Earl Dunham assignee filed Showing balance due Estate #179.23 and Notice issued to Tribune Republican that account will be confirmed finally on Second Monday of December next unless exceptions are filed in the meantime.

Dec 6 1929 Proof of Publication filed.

And now, Jany 16, 1930, On motion in open Court, J. Berry Eckles, Esq., is appointed Auditor to report a distribution of the funds remaining in the hands of the assignee. (See paper filed) Cert. of appointment issued. Per Curiam.

April 7, 1930, Auditor's report filed in open Court and confirmed nisi, to be finally confirmed if no exceptions are filed within ten days. Per Curiam.

April 21 1930 no Exceptions having been filed the Auditors Report is confirmed finally V. L. Greeley Pro

~~Jan. 25, 1934. First and Final Account of First National Bank of Meadville, Pa.~~ Error: (See No. 35 Sep. Term 1929)

SEPTEMBER TERM, 1929

Charles B. Wagner

54

6-4-54 Paid The Titusville Herald $11.00 Adv. costs by Check #4791. P.D.S.

account recorded in Account Docket No. 6, Page 1.

5-13-57 Paid The Titusville Herald $11.00 adv. costs by Check #5698. P.D.S.

Petition of Bessie L. Fairfield, Belle L. Maxwell, Gertrude L. Howland and Edith R. Kennedy for appointment of a Guardian for Abbey B. Lammers of the City of Titusville as a person of weak mind. Entered July 1, 1929

Pro. Greeley (2nd by Attyf Aug. 16/29) 5.00
Pro. to date 9-25-44, Pd. 3.50
Pro. acct. 6-4-54 Paid 28.75
Pro. cert. 9-28-56 Paid 1.00
Pro. acct. & decl. 5-13-57 Paid 12.50

July 1, 1929 Presented in open Court and filed L.J. 48

And now, July 1, 1929 upon presentation of the within petition, Aug. 5, 1929 at 10 A.M. is fixed for hearing this application; and it is directed that ten days written notice thereof be given to all the parties in interest by service on them of a copy of petition and order of Court.

Per Curiam.

Aug. 5, 1929 Proofs of service of notice upon Respondent and upon her sister, Bue L. McKinney, filed.

Decree: Now, this fifth day of August, 1929, after consideration of the testimony taken in the case, and it appearing by such testimony that the said Abbey B. Lammers cannot be brought into Court with safety to herself to attend this hearing, the Court adjudges and decrees the said Abbey B. Lammers to be a person so weak in mind that she is unable to take care of her property; and appoints The Second National Bank of Titusville, Pennsylvania, as Guardian of the said Abbey B. Lammers, upon its giving a Bond in the sum of $20,000.00, and said Second National Bank is hereby permitted to give its own Bond. (See paper filed)

Per Curiam.

Aug. 14, 1929 Bond of the Second National Bank, Guardian, in the sum of $20,000.00, approved by Hon. O. Clare Kent, P.J. and filed.

Sept. 11, 1944 Petition for allowance filed.

Order: And now September 11th, 1944, upon consideration of the annexed petition, it is Ordered and Decreed that the Second National Bank, Titusville, Pa. Guardian of Abbey B. Lammers, a person of weak mind, pay over to Mrs. Belle L. Maxwell or other custodians of the said Abbey B. Lammers, from the said Estate of the said Abbey B. Lammers, the sum of Twenty-five ($25.00) Dollars per month for the maintenance, comfort and support of the said Abbey B. Lammers.

Per Curiam

O. Clare Kent, President Judge.

May 3, 1954, First and Partial account of Guardian filed showing balance due the estate of $16,773.62. Same day advertisement of notice of filing account sent to The Titusville Herald, Titusville, Pa. stating that said account will be confirmed nisi on the fourth Monday of May next, and if no exceptions are filed within ten days of nisi confirmation said account will be confirmed absolutely.

May 24, 1954 Proof of Publication filed.

And now, June 4, 1954, no exceptions having been filed to the foregoing account, the same is hereby confirmed absolutely.

Paul D. Slaton
Prothonotary

May 1, 1957, Second and Final account of Guardian filed showing balance due the estate of $18,165.25. Same day advertisement of notice of filing account sent to the Titusville Herald, Titusville, Pa. stating that said account will be confirmed nisi on the third Monday of May next, and if no exceptions are filed within ten days of nisi confirmation said account will be confirmed absolutely.

Continued on Page 526

English, Quinn, Leemhuis & Taylor and Stuart A. Culbertson. 55 10-5-29-

Thomas & Thomas for Alva Smith

Donald C. Thompson for L. L. Bunce. 10/7/1929.

✓ H. L. Braham & Company a corporation

vs.

Alva Smith and L. L. Bunce

Issued July 3, 1929

	#
Tax & writ (paid)	2.00
Shff. Jones (paid)	16.70
Shff. Jones - alias (Atty pd)	7.30
Geo. Greeley for Co. pd. 10/2/29	15.00
Atty	3.00

Summons in Assumpsit, Returnable the first Monday in August next.

July 3, 1929, Plaintiffs of claim filed and two copies certified.

And now, August 5, 1929, writ returned: After diligent search for the within named defendants, I was unable to locate them within my bailiwick So answers, Ch. Jones, Sheriff.

Sept. 19, 1929. Alias Summons issued, returnable to first Monday of October next.

Sept. 30, 1929, Thomas & Thomas appear for Alva Smith, one of the defendants. (See paper filed)

And now, Sept. 30, 1929, a rule to show cause why plaintiff should not give security for costs, is hereby granted as prayed for. All proceedings stayed in the meantime. (See paper filed) Per Curiam.

March 6, 1933, Motion for compulsory non suit granted and allowed Per Curiam.

Judgment

D. L. Greeley, Jr.

Firm page 72.

Oct. 7, 1929, Affidavit of defense filed.

Alias writ retd: Served the within named defendants on Sept 23, 1929, by handing to each of them personally a true and attested copy of the within summons together with plaintiffs statement of claim. So answers Chas. H. Jones, Sheriff.

Nov. 6, 1929, Bond of plff., with U.S. Fidelity & Guaranty Co. as surety, in the sum of $100.00, approved by the Court and filed.

Nov. 7, 1929, Plaintiff having filed bond as security for costs in this case, agreeable to request of defendants' attys, the rule to show cause entered Sept. 30, 1929, is hereby discharged. Per Curiam. (See paper filed).

Nov. 14, 1929, Affidavit of defense of Alva Smith filed. Alva Smith

Nov. 30, 1929, On motion in open Court, a rule is granted upon deft., to show cause why judgment should not be entered against him for want of a sufficient affidavit of defense. Per Curiam. (See paper filed)

Now, May 5, 1930, Plaintiffs rule for judgment for want of a sufficient affidavit of defense, granted November 30, 1929, is hereby discharged. Per Curiam. (See opinion of Court filed)

On Trial List for 1st & 2d Monday of Oct. 1930, No. 9.

Oct. 6, 1930, Continued & marked remanet. Per Curiam

On Trial List for 1st & 2d Monday of Jan. 1931, No. 4

And now, Jan. 5, 1931, the above case is continued on application of deft. Alva Smith. Per Curiam. (See paper filed)

On Trial List for 1st & 2nd Mon. of Jan 1932 at No. 17

Jan. 4, 1932, Continued on application of deft.

On Trial List for 1st & 2d Mon of Mar. 1933 No. 3.

March 6, 1933. Jury Sworn.

Continued on margin.

SEPTEMBER TERM, 1929

Thomas & Thomas

Merle Smith, a minor, by his father and mother and next friends, Charles L. Smith and Katherine Smith, and Charles L. Smith and Katherine Smith, in their own right,

5/6

Thomas & Kiebort

vs.

Ralph Beauchat

Entered July 3, 1929

	#
Tax & entry	2.00
Pro Cure of Cs	6.50
Jury fee	4.00
atty	3.00
Sats	.50
Total	16.00

Summons in Trespass, Returnable to first Monday of August next.

Same day, Thomas & Kiebort, Esqs. appear for Defft., waive the issuance of a summons, and accept service of the writ, with the same force and effect as though a summons had been duly and regularly issued, and service thereof duly made by the Sheriff of Crawford County upon the said defendant. (See praecipe)

July 3, 1929, Statement & claim filed.

On Trial List for 1st & 2d Mondays of Oct. 1929 No. 39.

On Trial List for 1st & 2nd Mondays of Jan. 1930 No. 39.

And now, January 10, 1930, a jury called and sworn as follows: 1- C.A. Faird, 2- Wm Boyles, 3- Wm Charlton, 4- Harry Gum, 5- Walter D. Zimmerman, 6- P.K. Gardner, 7- Miss Iva Best, 8- Katherine Brace, 9- Mrs Frederick Metz, 10- Mrs. Pearl Coats, 11- Mrs. Harry Bromley, 12- Mrs. Flossie Connor: twelve good and lawful persons who upon their solemn oaths which they have taken say, same day, they find for the plaintiffs, Charles L. and Katherine Smith in the sum of Fifty-eight and 70/100 Dollars, and for the plaintiff Merle Smith, in the sum of One hundred seventy-five Dollars.

Be to page 81.

Debt to Merle Smith $175.00

Debt to Chas L. & Catherine Smith 58.70

Int. from Jan. 10, 1930

Be p. 81" Judgment on the Verdict Jan. 16, 1930

V. L. Greeley, Prothy.

Aug 5 1929 Recd of Defts atty Sixteen Dollars as costs

V. L. Greeley Pro

Aug 5, 29, Rec'd V.L. Greeley Pro. Three ($3.00) Dollars docket fee.

Spencer & Thomas atty

Otto Kohler ✓
57

Zenobie Myers
vs.
Donald Myers
Issued July 3, 1929

Tax & work (Atty's fee)	3.00
Shff. Skelly, (Atty's fee)	4.20
Jas. D. Roberts, Master (fee)	25.00
Bro. G. for Co. (fee Aug 24/29)	8.10
Atty	3.00

Subpoena in Divorce
And now, July 3, 1929, Subpoena awarded, returnable to the first Monday of August, 1929.
Per Curiam
(Signed) O. Blare Kent P.J.

Subpoena retd: G. E. Skelly, Deputy Shff. of Venango County, makes affidavit that "he served the within subpoena in divorce, on Monday July 8, 1929, at the Court-house in Franklin, Venango Co. Pa. upon Donald Myers, defendant named therein, by handing him a true and attested copy of the same, and at the same time and place informing him of the contents and nature thereof."
(See affidavit on subpoena)

And now, Aug. 5, 1929, On motion in open Court, Jas. D. Roberts, Esqr, is hereby appointed Master to take testimony and make report thereon. Per Curiam. (See paper filed) Com issued.

Aug. 22, 1929, Testimony and Report of Master filed.
On Argt. List for Sep. Term, 1929, No. 20

Now, October 3, 1929, after due consideration of the evidence introduced in this case, a divorce is decreed as prayed for, and it is further ordered that the respondent, Donald Myers, pay the costs of this proceeding. Per Curiam (See paper filed.)

Decree: And now to wit: Oct 3 1929 this cause came on to be heard on libel, subpoena, subsequent proceedings and evidence therein, duly taken and filed of record and it appearing to the Court that the causes set forth in said Libel are true, it is by the Court ordered, adjudged and decreed. That the said Zenobia Myers be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Zenobie Myers, the libellant and the said Donald Myers the respondent. And that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at any time heretofore in pursuance of said marriage, shall cease and determine.

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

Edward E. Petrillo
Deputy Attorney General
J. Perry Eckels
58

Commonwealth of Pennsylvania
vs.
Charles B. Owen, Guardian of Mary E. Hansel, a person of incompetent mind.
Entered July 3, 1929
Geo. Greeley $6.50

July 3, 1929, Petition for an Award for maintenance and support of Mary E. Hansel at Polk State School, presented in open Court, and filed July 3, 1929.

And now, July 3, 1929, On consideration of the above petition, the Court grants a rule on Charles B. Owen Guardian of Mary E. Hansel, a person of incompetent mind, to show cause why an award for maintenance to the Commonwealth of Pennsylvania, should not be made as prayed for in said petition, returnable first Monday of August, 1929, at 10 o'clock A.M. with notice to Crawford County, Commissioners. By the Court.

July 3, 1929. Service accepted by County Solicitor.

Aug. 5, 1929, Petition of County Commissioners of Crawford County presented in open Court, praying for leave to present their claim for maintenance of Mary E. Hansel, in this proceeding.

And now, Aug. 5, 1929, upon due consideration of the above petition the said petitioners, the County Commissioners of Crawford County, are hereby granted permission to file their claim against the respondent in the said rule, with notice to the said respondent and to the Commonwealth of Pennsylvania. Per Curiam. (See petition filed)

And now, September 3, 1929, no appearance having been entered by said defendant and no answer having been filed, the rule on Charles B. Owen, Guardian of Mary E. Hansel, a person of incompetent mind is made absolute, and it is ordered, adjudged and decreed that the said Charles B. Owen, Guardian as aforesaid, be, and he is hereby ordered and directed to pay unto the Commonwealth of Pennsylvania the said sum of $4,718.31, due and owing to the said Commonwealth of Pennsylvania, in so far as there are funds of the estate in his hands; and this rule is referred to Paul E. Thomas Esq., the Auditor appointed by the Orphans Court of Crawford County, to make distribution of said estate. Per Curiam. (See paper filed)

Same day, Certified copies of decree issued for Com. Auditor.

Thomas F Thomas
59

Joseph Homoki
vs
Bertha Homoki
Issued July 5, 1929

Tax & writ (pd by lit.) 3.00
Shff. Jones (atty pd) 1.60
Shff. Jones-alias (atty pd) 1.60
Shff. Jones-proc. (paid) 11.15
A.S. Richmond, Master Fee 25.00
(11-18-29)
Pro Gruely use & costs pd 10.10
atty 3.00

Subpoena in Divorce

And now, July 5, 1929 Subpoena awarded, returnable to first Monday of Sept. next. Per Curiam

(Signed) O. Clare Kent P.J.

Subpoena Returned Sept 2, 1929: Non est inventus as to the within named respondent. So answers

C. H. Jones, Sheriff.

Sept. 3, 1929, Alias Subpoena in divorce issued returnable to first Monday of October next.

Alias Subpoena returned Oct. 7, 1929:

"Non est inventus as to the within named respondent. So answers

C.H. Jones, Sheriff.

Oct. 7, 1929, Order for proclamation issued, to be published for three successive weeks, returnable to next term.

And now, Nov. 11, 1929, I have made proclamation in the above entitled case according to law, and caused the same to be published in the Titusville Herald, a newspaper printed within my bailiwick for three weeks 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, Nov. 11, 1929, A.S. Richmond, Esq., is appointed Master in the above stated case. Per Curiam. (See paper filed)

Same day, Certificate of appointment issued

Nov. 15, 1929, Testimony and report of Master filed.

On Argument List for Nov. Term, 1929, No. 19.

Dec. 7, 1929, After due consideration, a divorce is decreed as prayed for. Per Curiam.

Decree:- And now, to-wit: December 7, A.D., 1929 this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed.

That the said Joseph Homoki be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between him, the said Joseph Homoki, the libellant and the said Bertha Homoki, the respondent.

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

S. R. Miller
60

Evora Thomas
vs.
Merlyn Thomas
Issued July 6, 1929

Tax & writ (pd by Atty) 3.00
Shff. Jones (paid) 1.60
Shff. Jones—alias (Atty pd) 2.90
Erie Co. Shff. (paid) 5.20
W. O Morrow, Master (pd) 25.00
Pro. Greeley (Atty pd 10/29/29) 9.10
Atty 3.00

Subpoena in Divorce
And now, July 6, 1929, Subpoena awarded as prayed for, returnable the first Monday of August, 1929.
Per Curiam
(Signed) O. Clare Kent, P.J.

Subpoena returned Aug. 5, 1929: Non est inventus as to the within named respondent. So answers G. D. Jones, Shff.

Aug. 14, 1929, Alias Subpoena in Divorce issued, returnable to first Monday of Oct. next.

Alias Subpoena returned: Served Merlyn Thomas, the within named respondent, by giving to him at Continental Rubber Works 19th & Liberty Sts. of Erie, Pa., on August 17, 1929, a true and attested copy of the within subpoena & libel in divorce, and making known to him the contents of the same. So answers
(See affidavit on alias subpoena) Harry M. Russell, Deputy Shff.

And now, Oct. 10, 1929, W. O. Morrow, Esq., is appointed Master herein. Per Curiam (See paper filed) Com. issued Oct. 26, 1929, Testimony and report of Master filed.

On Argument List for Nov. Term, 1929, No. 60.

Dec. 7, 1929, After due consideration, a divorce is decreed as prayed for, and it is further ordered that the respondent, Merlyn Thomas pay the costs of this proceeding. Decree to contain the prohibitory provisions of the Act of Assembly in such cases made and provided.
Per Curiam.

Decree—And now, to wit, December 7, A.D., 1929, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed.

That the said Evora Thomas be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Evora Thomas, the libellant, and the said Merlyn Thomas, the respondent.

And that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at 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, except (as provided by law) that the said Merlyn Thomas shall not marry the said Josephine Fitzgerald during the lifetime of said libellant, Evora Thomas
(See paper filed)
Per Curiam

✓ Albert A. Roha vs. Harry L. Shearer and Sadie E. Shearer, his wife Entered July 6, 1929.		Appeal by Defts. from Judgment of William G. Smith, Alderman And now, July 6, 1929, Defts by Atty enter rule on Plff. to file Statement of claim within 15 days or judgment. Same served on Plff. July 8, 1929. (See affidavit on back of Plffs. Praecipe for Rule) And now, August 5, 1929, On motion of Otto Kohler, Esq., Attorney for defendants, judgment of Non pros. is entered against the plaintiff, Albert A. Roha, for want of a statement of claim. (See paper filed) R. page 114. Judgment V. L. Greeley, Prothy.
Otto Kohler 61 Received Aug. 19. 1929 from Pro. Greeley Fifteen 82/100 Dollars costs of Defts & my Docket fee. Otto Kohler	Jay & entry (Defts. pd) 1.50 Costs on Trans (Defts pd) 9.47 H. J. Schmidt, serving Statement 1.85 Gro. Greeley for Ds 2.00 Atty 17.82 3.00	

SEPTEMBER TERM, 1929

Walter J. McClintock 62	Jessie V. Stanford vs. R.E. Payne Entered July 8, 1929 # Pro. Greeley (Pdg. pd) 2.25 (Included in debt) Atty 3.00	Of No. 302 May Term, 1924 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 Eleven hundred nineteen and 74/100 Dollars, being the amount of debt, interest and costs now due on the original judgment. Dated July 6, 1929. Debt # 1119.74 Int. from Aug. 5, 1929 P. fp. 48 Judgment V. L. Greeley, Prothy. Mar 10 1934 The above judgment assigned to Commonwealth of Penna of Harrisburg Pa See papers filed May 29, 1934, Sci. Fac. to No. 16 Sept Term, 1934.

63

In re Appointment of a Custodian of the Ballot Box of Richmond Township vice Irvin M. Sabin decd
Entered July 8, 1929
Pro. Greeley

And now, July 8, 1929, Lloyd R. Hotchkiss is hereby appointed Custodian of the Ballot Box of Richmond Township, as prayed for
Per Curiam.
(See petition filed) (Sgd) O. Blare Kent, P. J.
Same day, Certificates of appointment issued.

64

Ella M. Parkinson
vs.
J. B. Long
Entered July 8, 1929
Pro. Greeley (Dept. Pd) $2.25

Of No. 131 May Term, 1924
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 sixty-five Dollars, being the amount of debt and interest to July 19, 1929, now due on the original judgment

Debt $565.00
Int. from July 19, 1929
L. p. 3 Judgment
V. L. Greeley, Pro.

Credit: Interest paid to July 19, 1929 - $65.00 (See receipt of Pff. filed)

And now August 16, 1934, received satisfaction in full of the above judgment, debt, interest and costs.

Ella M Parkinson
Test chris

65	✓ In re Surety Company: ✓ Consolidated Indemnity and Insurance Company,- Home office, 475 Fifth Av. New York. Entered July 9, 1929 Pro. Greeley Fpd July 29 # 3.00	July 9, 1929 Certificate of Authority to become sole surety from the Insurance Commissioner of Pennsylvania, and Financial Statement as of March 31, 1929,- filed. Feb. 13, 1931 Financial Statement as of Dec 31, 1930, filed. Feb 10 1932 Financial Statement filed 1.00 paid

SEPTEMBER TERM, 1929

Curtis L. Webb,
August Delp
66

Walter J. McClintock
for Garnishees in Alias
Att. Ex.

Tom J. Gourley, now
use of H. N. Russell
vs.
Viola Allen and
A. B. Allen, defendants
and Crawford County
Trust Company,
Garnishee
Issued July 11, 1929

Jay Twist (Bkff. fee) 2.75
Shff. Jones, (fees) 2.70
Pro. G. and al. (pd by Atty Delp) 2.00
Pro. G. since (pd Dec. Shff per Delp) 2.75
Atty 3.00

Of No. 288 May Term, 1929.
Attachment Execution
Returnable to the first Monday of August next.

To attach all and singular the goods and chattels, rights and credits, moneys and property of the defendants in whose hands soever they may be, and particularly any moneys or notes whether payable to Viola Allen or A.B. Allen, in the hands and possession of the Crawford County Trust Company, and summon it as garnishee.

July 13, 1929, Alias attachment execution issued, returnable to the first Monday of August next, to attach all and singular the goods and chattels, rights and credits, moneys and property of the defendants in whose hands soever they may be, and particularly any moneys or notes, whether payable to Viola Allen or A.B. Allen, in the hands and possession of Walter J. McClintock, Attorney, and Peterson and Gustafson, and summon them as garnishees.

Now, July 13, 1929, Walter J. McClintock, Esq., Attorney, accepts service of the alias writ of attachment execution, for himself as garnishee and for Peterson and Gustafson, with the same force and effect as if the same had been delivered to the Sheriff and by him served personally, and returned. (See Alias Att. Ex.)

And now, July 13, 1929, Walter J. McClintock, Esq., appears for Walter J. McClintock, Attorney, and Peterson and Gustafson, the garnishees in the above entitled case (to wit, in the Alias Att. Ex.)

Aug. 23, 1929, Interrogatories to Garnishees filed, and rule entered on Garnishees to answer same within ten days after service.

Aug. 27, 1929, Answers of Peterson and Gustafson, and Walter J. McClintock, Garnishees, to interrogatories, filed.

Sci. Fa. against garnishees to No. 8, Nov. Term, 1929.

Oct. 7, 1929, Original Att. Ex. ret'd: Service ordered discontinued by plaintiff's Attorney. So ans. Chas. H. Jones, Shff.

On Arg't. List for Nov. Term, 1929, No. 5. Nov. 26, 1929, Argued - Att'k

J. Barry Eckels

67

The Fiske Tire Company, Inc.,
vs.
John M. Free, doing business as Free Overland Company
Issued July 12, 1929.

Tax & writ (Atty fee)	2.00
Shff. Jones (paid)	6.30
Pro. Greeley	2.75
Atty	3.00

Summons in Assumpsit Returnable to first Monday of August next.

July 12, 1929. Statement of Claim filed, and copy certified.

Writ returned: Served the within named defendant on July 15, 1929. by handing to him personally a true and attested copy of the within summons, together with plaintiffs statement of claim. So answers

Chas. H. Jones, Shff.

And now, January 4, 1930. Upon praecipe of plaintiff's 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 Three hundred fifty-six and 61/100 Dollars, with costs of suit. (See paper filed)

Debt $356.61
Int. from Jan. 4, 1930

Judgment

F. D. Greeley, Prothy.

Fp. 48; Corp. p. 39.

SEPTEMBER TERM, 1929

J. Berry Eckels 68 Otto Kohler for Dft. 7/27/29	United States Gypsum Company vs Charles N. Crosby Issued July 12, 1929 Jas. Irwin (Atty fd) 2.00 Chas. Jones (Paid) 6.30 Crd. C.C. for bo. 6.50 atty 3.00	Summons in Assumpsit, Returnable to First Monday of August next. July 12, 1929 Statement of claim filed and copy certified. July 27, 1929, Affidavit of defense filed Service accepted by Phgs. attorney. On Trial List for 1st & 2d Mondays of Oct. 1929, No. 34. Oct. 7, 1929 Cont'd by consent. Per Cur. Writ returned: Served the within named deft. on July 13, 1929, by handing to an adult member of his family, namely, a son T. F. Crosby, a true and attested copy of the within summons together with plaintiffs statement of claim. So answers Chas. H. Jones, Sheriff. On Trial List for 1st & 2nd Mondays of January 1930 No. 4. Jany 6, 1930, Continued by consent. On Trial List for 1st & 2nd Mondays of Mar. 1930 No. 19 March 3, 1930, Continued by consent.

J. Perry Eckels 69	A. G. Spalding & Bros., a corporation vs. Billy Bullwinkle Issued July 13, 1929 Tax writ (paid) $2.00 Shff. Jones	Summons in Assumpsit Returnable to first Monday of August next. July 13, 1929, Statement of Claim filed, and copy certified. Entered July 13 1929. This case discontinued J. Perry Eckels atty pro Pltff.

SEPTEMBER TERM, 1929

Fred C Boland, J A Boland

vs

Thomas F Kielty Aug 5 1929

F L Grant, trading as F L Grant Company

vs

J C Devine Company Inc

Issued July 15, 1929

Tax writ (paid)		2.00
Shff. Jones (Atty pd)		3.00
Pro. F. for County		3.50
Atty		3.00

Summons in Assumpsit. Returnable to the First Monday of August next.

July 15, 1929, Plaintiffs Statement of Claim filed, and copy certified.

Writ returned: Served the within named defendant, July 17, 1929, upon Miss F. C. Sellario, bookkeeper in charge of the said J. C. Devine Company, Inc, office, and being the only executive or employee located in my bailiwick, by handing to her personally a true and attested copy of the within summons, together with plaintiffs statement of claim, and making the contents thereof known to her. Upon inquiry, I failed to ascertain the residence of any officer of the defendant company.

So answers C. H. Jones, Shff

Nov. 1, 1929, Received from Defts. Attys $11.50 being the costs in this case V. L. Greely Pro

11/1/29 Recd of V. L. Greely $8.00 being advanced costs and atty fee.
Fred C. Boland

Aug 12, 1929, Affidavit of defense filed.

Sept. 11, 1929, Plaintiffs reply filed, and Service accepted.

On Trial List for 1st & 2d Mondays of Oct. 1929. No. 20. "10/4/29 Settled"

Nov., Nov 1, 1929, this case is hereby discontinued.
Fred C. Boland
attorney for plaintiff.

J. Berry Eckels 71	Meadville Lumber Company, a corporation, vs. Anthony Capozzi, owner or reputed owner. Issued July 16, 1929. # Tax & writ (paid) 2.75 Shff. Jones (paid) 3.10	Of No. 5 September Term, 1929, Mech. Doc Scire Facias sur Mechanics Lien filed June 11, 1929, and entered in Mechanics Lien Docket No. 6, at page 264; Returnable to first Monday of August next. Writ rcd: Served the within writ July 30, 1929, upon Anthony Capozzi, the deft., by reading and handing to him personally, a true and attested copy of the within writ and making the contents thereof known to him. So answers R. H. Jones, Sheriff

SEPTEMBER TERM, 1929

Charles B. Steigner
72

Sadie M. Dell
vs.
Frank Dell
Issued July 17, 1929

Tax & writ (atty fee)	3.00
Shff. Jones (paid)	1.60
D.P. Roberts, Const. (paid)	2.25
C.W. Benedict, Master 9-14-29	25 00
Pro Greeley paid	8.10
atty	3.00

Subpoena in Divorce and for care and custody of Roland Orville Dell minor child of the parties.

And now, July 17, 1929 Subpoena awarded, Returnable to the first Monday of Sept. next. Per Curiam.

(Signed) O. Clare Kent P.J.

Subpoena rets'd: D.P. Roberts, Constable, makes affidavit, that on August 14, 1929, he served the within Subpoena in Divorce on Frank Dell, the respondent, in Crawford County, Pa, by making known to him the contents thereof and by leaving with him a true and attested copy of same."

(See affidavit on Subpoena)

And now, Sept. 3, 1929, C.W. Benedict Esq; is appointed Master in this case (See paper filed) Com. issued. Per Curiam

Sept 13 1929 Testimony and Report of Master filed.

On Arg't. List for Sep. Term, 1929, No. 2.

Oct. 3, 1929. After due consideration, a divorce is decreed as prayed for, and it is further ordered that the respondent, Frank Dell, pay the costs of this proceeding. The custody of minor child, Roland Orville Dell, is hereby awarded to libellant, Sadie M. Dell. Per Curiam.

Decree: And now to wit Oct. 3, 1929 this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered adjudged and decreed: That the said Sadie M. Dell be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the libellant and the said Sadie M. Dell, the respondent, and that thereupon all and every the duties, rights and claims accruing to each the said libellant or the said respondent at any time hereafter in pursuance of said marriage shall cease and determine:

And the said libellant and respondent shall severally be at liberty to marry in like manner as if they had never been married. And it is further ordered that the custody of the minor child Roland Orville Dell be and the same is awarded to the libellant Sadie M. Dell. Per Curiam

Franklin B. Hosbach 73	Alex Petragowski vs. Vincent Makoski Issued July 18, 1929 # Taxfwrt 7-22-29 atty pd- 3.00 Shff. Jones (atty pd) 6.60	Replevin for one (1) bay horse, with white spot on forehead, of the value of One hundred twenty-five ($125.00) Dollars; Returnable to first Monday of August next. July 18, 1929 Affidavit of plff. filed. July 1, 1929 Bond of Plaintiff, with Jaltn Dzezkewicz and Teofil Andorychiewsky as sureties, in the sum of $250.00, approved and filed. Writ retd: Served the within deft. on Sept 2, 1929 by handing to him a true and attested copy of the within writ and making the contents thereof known to him; and he having failed to file the required bond within 72 hours from time of said service, the goods herein named were delivered into the hands of the plaintiff. So answers Chas H. Jones, Shff.

SEPTEMBER TERM, 1929

74	✓ Universal Institute vs ✓ Laura Kellogg Entered July 18, 1929 Jay Gentry Cpd by Deft 1.50 Costs on Plans 4.60	Appeal by Deft from Judgment of Ralph A. Schrubb, Alderman.

J. Perry Eckels

75

Justin Hardwood Lumber Company, a corporation,
vs.
Gall Hardwood Company
Issued July 18, 1929

Tax & writ (Atty. pd)	3.00
Sheff. Jones, (Atty pd)	3.10
Prothy. Greeley (pd Oct 18, 1929)	1.00
Atty	3.00

Foreign Attachment in Assumpsit, Returnable to first Monday of August next. Bail to dissolve, $1974.88.

To attach goods, chattels, moneys, lands, credits and interests of the defendant in the hands, possession or control of L.L. Devore, and of any other person or persons, and summon said L.L. Devore, and such other person or persons as garnishees.

Writ returned: Attached, as herein commanded July 19, 1929, at 9:10 A.M. by going to the office of L.L. Devore, Arch Street, Meadville, Pa., and then and there in the presence of Fred R. Byham and Harry S. Alginger, two credible citizens of the neighborhood, attaching and declaring that I so attached, one lot of lumber, to wit, one car load (Railroad box car), the property of the within named defendant, in the hands, possession and control of the said L.L. Devore Lumber Company, and summoned on the same day at the same time, L.L. Devore, Garnishee, by delivering to L.L. Devore, who says that he is assistant manager of the firm, also, an adult member of his family, namely, his son, a true and attested copy of the within writ of Foreign Attachment and making the contents thereof known to him. Nihil habet as to the within named defendant, Gall Hardwood Company. Served L.L. Devore, Garnishee, July 23, 1929, at the aforesaid address, by then and there in the presence of one credible citizen of the neighborhood, to wit, L.L. Devore, I attached, and so declared that I attached, all the lumber as the property of the within named defendant, in his hands, possession and control, and then and there summoned him in the same manner as service stated aforesaid.

So answers, L.A. Jones, Sheriff

Oct. 19, 1929. I hereby enter a Discontinuance in the above entitled case.

J. Perry Eckels
Atty. for Pltff.

SEPTEMBER TERM, 1929

Charles B. Steagner	Mrs. Viola S. Stevenson vs. Rev. Harold D. Ramsburg Entered July 19, 1929 Tax & entry (Pd by Dft. Atty) $ 1.50 Costs on Trans. ($1.50 pd) 11.31 Shyrock & Connell on statement (pd) 2.50 Lutherne Co. " (paid) 5.10	Appeal by Deft from Judgment of Peter B. Tarr, Esq., Alderman. Feb. 25, 1930, Plaintiff's Statement of claim filed. April 9, 1930, Affidavit of defense filed. April 10, 1930, Proof of service of copy of Statement of claim, on Deft. filed

b. Victor Johnson 77	b. Victor Johnson vs. Elton J. Newbold Issued July 19, 1929 # Jay & Swirk (paid) 2.00 Shff. Jones (Pfff. pd) 3.00 Geo. Greeley 2.75 Atty 3.00	Summons in Assumpsit, Returnable to First Monday of August next. July 19, 1929, Statement of claim filed & copy certified. Writ returned: Served the within summons, together with plaintiff's statement of claim on July 19, 1929, at 1:20 o'clock P. M., by handing to the within named defendant, Elton J. Newbold, at his place of employment, to wit: The Hookless Fastener Company Meadville, Crawford County, Pa., a true and attested copy of same, and making the contents thereof known to him. So answers C. H. Jones, Sheriff. And now, August 7, 1929, upon praecipe of plaintiff's attorney, judgment is entered in favor of plaintiff and against the defendant, for want of an affidavit of defense, and damages assessed at the sum of Four Hundred and fifty-five and 40/100 Dollars, with costs of suit. (See paper filed) Debt # 455.40 Int. from Aug. 7, 1929. N. page 41. Judgment. V. L. Greeley, Prothy

SEPTEMBER TERM, 1929

Thomas & Kiebort
78

Nov 6, 1930 Rec'd of Plff as costs Seventy Nine and 30/100 dollars in full of unpaid costs
V. L. Greeley Pro

Nov 12, 1930 received from V. L. Greeley, Pro. $62.30, by Jury fee, Docket fee & Sheriff's fee & costs -
Thos. J. McClintock Atty for Defts.

M. Y. Steinhoff
vs.
Erma Steinhoff,
Harry Kebort and
Leon Greene and
James W. Green
Issued July 19, 1929

	#
Jos. Swirk (Plff. fee)	3.50
Shff. Jones (fee by Atty)	11.10
Pro. Fee for Jo. 11-1-30	16.75
Jury fee of Atty pd	4.00
Atty	3.00
Defts. Bill of Costs	55.30
Sat	.25

Replevin for one two year old Guernsey heifer, brindle in color with white around feet and white switch, of the value of $125.00, one black yearling Holstein heifer, of the value of $50.00, one brown and white yearling heifer, of the value of $50.00; Returnable to next term.

July 19, 1929 Affidavit of value filed.

Same day, Plaintiffs bond, with M. G. Wilcox as surety, in the sum of $450.00, approved and filed.

Same day, Plffs declaration filed

July 22, 1929, Defts. bond with A. B. Critchall as surety, in the sum of $450.00, approved and filed.

Aug. 1, 1929, Defendants answer filed.

Writ returned: Served the within writ of Replevin upon Erma Steinhoff, defdt., and J. W. Green, person found in possession of the property herein named and described, on July 20, 1929, at the home of the said J. W. Green, in Rockdale Township, by handing to them a true and attested copy of same, together with plaintiffs declaration, and making the contents thereof known to them. The said defts. having this date filed Defts. bond in Replevin, the property herein named was not taken into custody, pursuant thereto

So answers C. H. Jones, Sheriff.

On Trial List for 1st & 2d Mondays of Oct. 1929, - No. 38.

On Trial List for 1st & 2nd Mondays of Jan 1930 No. 18

Jany 9, 1930, Continued to foot of the list, by agreement of counsel.

On Trial List for 1st & 2nd Mon of Mar 1930 No. 14

March 8, 1930, Continued by consent on application of Dft

On Trial List for 1st and 2d Mondays of Oct. 1930. No. 24.

And now, to wit, October 17, 1930, Jury called and sworn as follows: 1- W. M. Alderman, 2- Clyde Kelley, 3- Earl Turner, 4- Stewart Adams, 5- Harry McDill, 6- Forrest R. Gibson, 7- Mrs. R. E. Peters, 8- J. W. Bennett, 9- Mrs. Gladys Cotton, 10- Louise Lewis, 11- Miss Josephine Coleman, 12- Mrs. Alice Madden: twelve good and lawful persons, who upon their solemn oaths which they have taken say Oct. 20, 1930, they find for the defendant. "St." page 69

Oct. 18, 1930, Plaintiffs points filed.

Oct. 20, 1930, Defts. Bill of costs filed - $55.30.

Nov. 1, 1930. The jury fee having been paid, judgment is entered in favor of defendant Erma Steinhoff against the plaintiff M. Y. Steinhoff.

V. L. Greeley, Pro Thy.

"St." page 69

Donald C. Thompson

79

W. A. Smith, to the use of H. B. Gutshall, now to the use of S. Jay McCurdy, present owner,

vs.

Katharine Radke, mortgagor, and G. W. Baird, Administrator of Walter B. Watson, and Anna Watson, terre tenants.

Issued July 19, 1929

	#
Tax writ (Atty fd)	2.75
Rec. Hood	.50
Sheff Jones (paid)	8.30
Sheff Jones—adds	6.30
Col Greeley	4.50
Atty	3.00

Scire Facias sur Mortgage recorded in Mortgage Book 98, page 552, Returnable to first Monday of August, 1929.

July 1, 1929 Affidavit of Plff. as to owners of Land, amount due, etc. filed

Writ returned August 5, 1929: Served the within named G. W. Baird, Administrator of Walter B. Watson, on July 25, 1929, at his place of business in Adamsville, Crawford County, Penn'a, by handing to him personally a true and attested copy of the within writ and making the contents thereof known to him. Nihil habet as to Katherine Radke, Walter B. Watson, Anna Watson.

So answers Chas. H. Jones, Sheriff.

Aug. 13, 1929, Alias Scire Facias sur Mortgage issued, as to Katharine Radke, mortgagor, and Anna Watson, terre tenant.

Alias writ returned: Served on within defendant, Anna Watson, at her home in East Fallowfield Township, by handing her a true and attested copy of within writ and making contents thereof known to her. Nihil habet as to Katharine Radke,

So answers Chas. H. Jones, Sheriff.

And now, to wit, Oct. 7, 1929 upon praecipe of plaintiffs attorney, judgment is entered against the mortgagor, Katharine Radke upon two returns of Nihil habet, and against the terre tenants, G. W. Baird, administrator of Walter B. Watson, deceased, and Anna Watson, upon personal service of the writ, for want of an appearance and for want of an affidavit of defense, and said judgment is liquidated at the sum of One thousand one hundred seventy-six and 38/100 Dollars, with costs of suit.

(See paper filed)

Debt # 1176.38

Int. from Oct. 7, 1929.

Judgment

W. L. Greeley, Prothy.

R. p. to W. pp. 28+65.

Lev. Fac. to No. 50 Nov. Term, 1929.

80	✓ In re Audit of the Finances and Accounts of ✓ Meadville School District for the fiscal year ended June 30, 1929 Entered July 19, 1929 Pro. Greeley 14-22-30 paid $5.00	July 19, 1929 Report of Henry Haas, City Controller of the City of Meadville, and J. E. Bossard, Assistant, filed and notice issued according to the provisions School Code Section 2621 to be published in the Meadville Tribune-Republican, once a week for three successive weeks.

W. J. Sirdevan
81
Thomas & Thomas for →

Sept 9 1929 Recd of Defendant Twenty two hundred six dollars ($2206.00) Money paid in to Court
V. L. Greeley Pro

Oct. 26, 1929 Recd from Thomas & Thomas Defts. Attys $25.71, being amt. pd by Dept. as per agreement below.
V. L. Greeley Pro.

Oct 29, 1929 Received from Pltf. (by deducting same from fund in Court) the sum of $26.70 being balance of costs in this case.
V. L. Greeley, Pro.

Oct. 29, 1929 Recd from Pro. Greeley $19.60 being prepaid costs $16.60 and atty fee, 3.00
W. J. Sirdevan

Oct. 29, 1929 Recd from Pro. Greeley 50¢ for noting Sci. Fa.
Jeannette M. Heed
Recorder

John F. Burns
vs.
L. E. Luttrell, mortgagor
and John B. Shick,
Agent, Terre Tenant
Issued July 20, 1929

Tax Writ (Atty pd)		3.00
Rec. Hood		.50
Shff. Jones (Atty paid)		3.30
Shff. Jones – alias (Atty pd)		10.30
Pro. G. for Lo.		5.25
Atty		3.00
Poundage	27.06 / 56.41	

Sci. Facias sur Mortgage recorded in Mortgage Book 77, page 652
Returnable the first Monday of Aug. 1929.
July 20, 1929. Affidavit as to owner of land filed.
Writ returned by order of plaintiffs attorney. So answers,
Chas. H. Jones,
Sheriff.
Aug. 22, 1929. Alias Sci. Fa. sur Mortgage issued, returnable to next term.
Writ retd: Served on Maxwell B. Shick father of John B. Shick, agent, Terre Tenant, at his place of business, 110 N. Franklin St., Titusville, Pa., Sept. 2, 1929, and served on L. E. Luttrell, mortgagor, Sept. 7, 1929, at 132 W. Central Avenue, Titusville, Pa., by handing to each of them a true and attested copy of within writ and making contents thereof known to them.
So answers Chas. H. Jones, Sheriff.
And now, Sept. 9, 1929, Thomas & Thomas, Esqrs., appear for deft. L. E. Luttrell. (See paper filed)
Sept. 9, 1929 Affidavit of defense, filed by L. E. Luttrell with motion to pay money into Court.
And now, Sept. 9, 1929, Leave is hereby granted defendant to pay into Court in above case the sum of $2206.00. Per Curiam.
(See affidavit of defense)
On Trial List for 1st & 2d Mondays of Oct. 1929, No. 40. "10/14/29 Settled."

And now, October 22, 1929 it is agreed by and between the parties hereto by their attorneys, that this case be discontinued and the same satisfied of record, upon the following:–
That defendant shall pay to the Prothonotary the sum of $25.71 to apply on costs of this case, and that, upon payment of said sum to the Prothonotary, the said Prothonotary, after deducting the balance of said costs and his charges, shall pay the balance paid into court to the plaintiff, John F. Burns, and thereupon shall mark this case discontinued and satisfied.
W. J. Sirdevan
Atty for Pltf
Thomas & Thomas
Attys for Defendants

Oct 28 1929 Sent to Plaintiff John F. Burns by Check #3834.03 Money paid into Court as per above agreement and the same is discontinued and Satisfied of record
V. L. Greeley Prothy.

SEPTEMBER TERM, 1929

W. J. Sinderman
82
Thomas & Thomas for

John F. Burns
vs.
A. L. Noel and Barbara Noel his wife, mortgagors, and Gresham Grange
No. 1471, Sere Tenant
Issued July 20, 1929

Tax + writ (Atty. pd)	$ 4.00
Rec. Hood	.50
Shff. Jones (Pd by Atty)	3.30
Shff. Jones-alias (paid by Atty)	1.70
Pro. Ls. for Co.	5.25
Poundage	21.80
Atty	3.00
	49.55

Sept 9 1929 Rec'd of Defendant Sixteen hundred Eighty dollars ($1680.00) Money paid into Court.
V. L. Greeley, Pro.

Oct. 26, 1929 Rec'd from Defts Attys. $24.28 being amount paid by agreement below.
V. L. Greeley, Pro.

Oct. 26, 1929, Received from Plff. by deducting same from the fund in Court, the sum of $25.27 being balance of costs in this case
V. L. Greeley, Pro.
Oct. 29, 1929 $22.00, being Prepaid costs $19.00 and Atty fee $3.00.
J. J. Sinderman

Oct. 29, 1929. Rec'd from Pro. Greeley 50¢ for noting Sci. Fa.
Jeannette H. Hood
Recorder

Oct 28 1929.
Sent to John F Burns Plaintiff by check # 3834.03 Money paid into Court as per above agreement and the same is discontinued and Satisfied of record.
V. L. Greeley Prothy

Scire Facias sur Mortgage recorded in Mortgage Book 127, page 241
Returnable the first Monday of Aug. 1929.
July 20, 1929, Affidavit as to owner of land filed.
Writ returned by order of Plffs. Attorney. So answers
Chas. H. Jones,
Sheriff.

Aug. 22, 1929, Alias Scire Facias sur Mortgage issued, returnable to next term.

Alias writ returned: Served Sept 2, 1929, on A. L. Noel, at his place of business 208 W. Central Ave, Titusville, Pa., also on Barbara Noel, his wife, both Mortgagors, by serving her husband. Served on Mrs. John Brown, Secretary, of Gresham Grange by service made Sept. 2, 1929, at her home, Star Route Titusville, Pa., Handing each a true and attested copy of within writ and making contents thereof known to them.
So answers Charles H. Jones, Sheriff.

Now, Sept. 9, 1929, Thomas & Thomas appear for Defendants A. L. Noel and Barbara Noel. (See paper filed)

Sept. 9, 1929, Affidavit of defense by A. L. Noel filed with motion to pay money into Court.

And now, September 9, 1929, leave is hereby granted Defendant to pay into Court in the above case the sum of $1680.00.
(See back of affidavit of defense)
Per Curiam

On Trial List for 1st and 2d Mondays of Oct. 1929, No. 41.
"10/14/29. Settled."

And now, October 22, 1929, it is agreed by and between the parties hereto, by their attorneys, that this case be discontinued and the same satisfied of record, upon the following:

That defendants shall pay to the Prothonotary the sum of $24.28, to apply on costs of this case, and that, upon payment of said sum to the Prothonotary, the said Prothonotary, after deducting the balance of paid Costs and his charges, shall pay the balance paid into court to the plaintiff, John F. Burns, and thereupon shall mark this case discontinued and satisfied

J. J. Sinderman
Atty for Plff.
Thomas & Thomas
attys for Defendants

Walter J. McClintock
83

Burley C. Smith
vs
Hattie Smith
Issued July 20, 1929

Tax & writ (paid)	$ 3.00
Shff. Jones (pd by Atty)	1.60
Shff. Jones-alias (pd by Atty)	1.60
Shff. Jones-proc: (paid)	11.15
Arden D. Mook, Master (Paid 11-14-29)	25.00
Pro Grieley use of cs paid	10.10
atty	3.00

Subpoena in Divorce.

And now, July 20, 1929, Subpoena awarded, returnable to the first Monday of Sept. 1929. Per Curiam.
(Signed) O. Blare Kent, P.J.

Subpoena returned Sept. 2, 1929: Non est inventus as to the within named respondent. So answers
C. H. Jones, Sheriff.

Sept. 3, 1929 Alias Subpoena in Divorce issued, returnable to first Monday of October next.

Alias Subpoena, retd Oct. 7, 1929: Non est inventus as to the within named respondent. So answers C. H. Jones, Shff.

Oct. 8, 1929 Order for proclamation issued, with four publications, returnable Second Monday of Nov. 1929.

And now, Nov. 11, 1929, I have made proclamation in the above entitled case according to law, and caused the same to be published in the Titusville Herald, a newspaper printed within my baliwick, 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, Nov. 11, 1929, Arden D. Mook, Esq., is appointed Master to take testimony in the above entitled case, and make report thereof to the Court. Per Curiam. (See paper filed)

Same day, Certificate of appointment issued.

Nov 15 1929 Testimony and Report of Master filed

On Argument List for Nov. Term, 1929, No. 21.

Dec. 7, 1929, After due consideration, a divorce is decreed as prayed for. Per Curiam.

Decree:- And now, to-wit, December 7, A.D. 1929 this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed

That the said Burley C. Smith be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between him, the said Burley C. Smith, the libellant and the said Hattie 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 severally shall be at liberty to marry in like manner as if they had never been married

(See paper filed) Per Curiam

SEPTEMBER TERM, 1929

Kent & Mook
84

Ethel Leota Hayden
vs
Thomas Nathaniel Hayden
Issued July 20, 1929

Tax & writ (Atty pd) 2.00
Shff Jones (Atty pd) 1.60
Shff Jones-alids (pd) 1.60
Shff Connell-proc 11.15
John Schuler, Master

Subpoena in Divorce
And now July 20, 1929 Subpoena awarded, Returnable to first Monday of Sept. 1929. Per Curiam
(Signed) O. Clare Kent, P.J.
Subpoena returned Sept. 2, 1929.
Non est inventus as to the within named respondent. So answers
Chas. H. Jones, Sheriff.
Sept. 4, 1929 Alias Subpoena in Divorce issued, returnable to first Monday of October next.
Alias Subpoena returned Oct. 7, 1929.
Non est inventus as to the within named respondent. So answers
Chas. H. Jones, Shff
Jan. 31, 1930. Order issued for publication of Sheriff's proclamation ~~three times~~, returnable to first Monday of March next
Now Mar. 3, 1930. 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 three weeks successively prior to return day thereof, as per copy of said proclamation and proof of publication thereto attached.
So answers J. L. Connell, Sheriff.
And now, April 7, 1930, On motion in open court, John Schuler, Esq., is appointed Master in this case. Per Dir. (Beerpaper) filed

Bialas, Ryan, McIntyre & Mackrell
Thomas & Kleber
Pittsburgh, Pa.
85

L.A. Lappe
vs
J. B. Gifford
Issued July 22, 1929

	#
Jas. & writ (Pfff. pd)	2.00
Shff. Jones (pd by Pltff. on)	9.00
Bro. Greeley	2.50
Atty	3.00

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

Writ returned: Served the within summons upon an adult member of the defendant's family, namely, his wife, Caroline Gifford, at her place of residence, Elm Street, Titusville, Pa., on July 25, 1929, by handing to her personally a true and attested copy of the within summons, - being service on the within named defendant.

So answers C. H. Jones, Sheriff.

Nov. 27, 1929 Plaintiff's statement of claim filed

And now, January 3, 1930, On motion of plaintiff's attorneys, judgment is entered in favor of plaintiff and against defendant for want of an appearance on behalf of said defendant, and liquidated at the sum of Twelve hundred eighty-three and 1/00 Dollars, with interest from Dec. 31, 1929, and with costs of suit. (See paper filed)

	#
Debt	1283.01
Int. from Dec. 31, 1929	
Judgment	

G. p. 47.

W. L. Greeley, Prothy.

SEPTEMBER TERM, 1929

Thewlis & Thewlis.
86
12-16-30
V. L. G. v

Ruth Reagh
vs.
Sadsbury Township
Supervisors
Entered July 22, 1929

Jas. Kenty (pd by Dft. pr. Disp.)		1.50
Costs on Trans.		6.15
Pro. Greeley		6.25
Atty		3.00

Appeal by Dept. from Judgment of Ralph A. Schaub, Alderman for Fourth Ward, City of Meadville
April 4, 1930, Statement of claim filed
On Trial List for 1st & 2d Monday of Jan. 1931, No. 23
Jan. 13, 1931 This case having been called for trial, and it appearing that the plaintiff is not in Court, the case is passed Per Curiam.
On Trial List for 1st & 2d Monday, March 1931, No 15
On Trial List for 1 & 2 Mon. of Oct. 1931, No. 10
Oct. 7, 1931, Continued on application of plff, at costs of said plff. Per Curiam.
On Trial List for 1 & 2 Mon 2 Jan 1932 at No 18
Jan. 11, 1932, Continued.
On Trial List for 1 & 2 mon 2 Mar. 1932 at no 9

Mch 7, 1932, Rec'd of Plff, per attys $15.40, being Costs on Trans. $6.15, Pro. Greeley $6.25 and Atty $3.00.
V. L. Greeley, Pro.

Rec'd, Mar 7, 32 of V. L. Greeley, Pro $3.00 docket fee.
Thewlis & Thewlis.

Mar. 8th 1932
Rec'd of V. L. Greeley Pro
Cost on Transcript
Praecipe & Scrub. Add.

and now, Mar 7, 1932, this case having been settled the same is hereby discontinued of record.

Thewlis & Thewlis
attys for Plaintiff.

Thence & Thence
87
12-16-30 V.L.G.

W. J. White
vs
Sadsbury Township
Supervisors.
Entered July 22, 1929

Tax & entry fee paid by Deft. per Atty	1.50
Costs on Sfans.	6.15
Bps. Greeley	2.75
Atty 12/30/31, Paid.	3.00

Appeal by Deft. from Judgment of Ralph A. Schrubb, Alderman for 5th Ward, City of Meadville.
April 4, 1930, Statement of claim filed
On Trial List for 1st & 2d Monday of Jan. 1931, No. 24
Jan. 5, 1931, Settled.

Dec 30 1931 Rec'd of Defendants Eleven and 90/100 Dollars Costs
V. L. Greeley Pro

Dec 31 1931 Rec'd from V. L. Greeley Pro. $ 6.15 Costs
Ralph A Schrubb Ald.

And now Dec 30, 1931, the above case is settled and discontinued of record.

Thence & Thence
Attys for Pltf.

SEPTEMBER TERM, 1929

Thurman & Thurman
88
12-16-30-
V.B.G.

Dec 24, 1931 Rec'd of Defendants Seventeen and 40/100 Dollars as costs.
V. B. Greeley Pro

Dec 24-1931 Rec'd of V. L. Greeley Pro. Ten and 15/100 Dollars.
Ralph A Schmidt.

Meyer Shontz
vs.
Sadsbury Township Supervisors.
Entered July 22, 1929

Tax (Entry fee paid by Deft)	1.50
Costs on Trans	10.15
Geo. Greeley atty	7.25
	3.00

Appeal by Deft. from Judgment of Ralph A. Schmidt, Alderman for Fourth Ward, City of Meadville.
April 4, 1930, Statement of claim filed
On Trial List for 1st & 2d Monday of Jan., 1931, No. 25.
Jan. 13, 1931, This case having been called for trial, and it appearing that the plaintiff is not in court, the case is passed.
Per curiam.
On Trial List for 1st & 2d Monday March 1931 No 16
On Trial List for 1st & Mon. of Oct. 1931, No 11
Oct. 7, 1931, continued on application of Pltf., at cost of said Pltf. Per curiam.
On Trial List for 1st & 2nd Mon of Jan 1932 at No 19

Rec'd Dec 24, 1931, Docket fee of $3.00
Thurman & Thurman.

And now, Dec 24, 1931, this case is hereby settled and discontinued of record,

Thurman & Thurman
attys.

Thomas & Thomas

89

Crawford County Trust Company
vs.
Harry R. McGranahan & Mabel N. McGranahan, Defts., and J. Floyd Smith, Executor of Warren E. Smith, deceased, terre tenant.
Entered July 22, 1929

Gro. Greeley (Deft'ps) # 2.25
Atty 3.00
Reff. on Orig'l 1.50

Of No. 276 May Term, 1924
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 Twenty-five Hundred ($2500) Dollars, being the amount of debt, interest and costs now due on the original judgment.

Dated July 8, 1929

Signed, Sealed and Delivered in the presence of
(Signed) G. F. Gothmeier
John H. Depue.

(Signed) Harry R. McGranahan (Seal)
Mabel N. McGranahan (Seal)
J. Floyd Smith, Executor of Warren E. Smith, deceased (Seal)

Debt # 2500.00
Int. from July 1, 1929
Judgment
V. L. Greeley, Prothy.

Mc pp. 7 & 16; Sm pp. 67 & 28.

And now, Sept 16, 1929, rec'd payment in full of the above judgment, debt, interest and costs and the Prothonotary is ordered to satisfy the judgment of record.

Thomas & Thomas
attys for Plaintiff

SEPTEMBER TERM, 1929

Fred'k. Boland 90	✓ Slater M. Merchant et ✓ Mary A. Merchant vs ✓ Berdenia E. Newton and Glenn E. Newton, Mortgagors, Berdenia E. Newton, Real owner Issued July 23, 1929. # Tax & writ (Plff. pd) 4.00 Rec. Hood .50 Shff. Jones (paid) 6.90 Pro. Greeley 2.50 Atty 3.00	Scire Facias sur Mortgage recorded in Mortgage Book Vol. 122, at page 549. Returnable to the first Monday of August next. July 23, 1929, Affidavit as to real owner of land filed. Writ returned: (a) Served Berdenia E. Newton the within defendant, as mortgagor and real owner, by giving to her at Atlantic Street, Union City, Erie Co., Pa, on July 24, 1929, a true and attested copy of the within Sci. Fa. sur Mortgage, and making known to her the contents of the same. So answers Julius Franz, Deputy Sheriff, Erie County, Pa. (b) Served Glenn E. Newton, the within named defendant, by giving to Berdenia E. Newton, an adult member of family at Atlantic St., Union City, Erie County, Pa, on July 24, 1929, a true and attested copy of the within Sci. Fa. sur Mortgage, and making known to her the contents of the same. So answers Julius Franz, Deputy Sheriff of Erie Co., Pa. (c) And now, July 29, 1929, writ returned: Served the within named Berdenia E. Newton and Glenn E. Newton, by deputizing the Sheriff of Erie County, Penna., as per his return hereto annexed. Also, upon going to the property herein described, and finding no persons in possession thereof, I posted a true and attested copy of the within writ in the most public place thereof on July 29, 1929. So answers C. H. Jones, Sheriff. Aug. 10, 1929, Affidavit of default filed. And now, August 10, 1929, On motion of plaintiff's attorney, judgment is entered in favor of plaintiffs and against defendants for want of an appearance, &c. leg., and judgment liquidated at the sum of Nine hundred sixty-four and 32/100 Dollars. (See paper filed) Debt # 964.32 Int. from Aug. 10, 1929 Judgment. V. L. Greeley, Prothy. N. pp. 2049. Lev. Fac. to No. 99 Sept. Term, 1929. Sept 25, 1929 The above judgment Satisfied. (See Lev Fac.)

Otto Kohler
J. Berry Eckels for Exrs.

91

A. L. Hornstein, now for the use of Otto Kohler

vs.

W. S. Minium

Entered July 23, 1929.

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

Original Costs-See Fi. Fa. No. 55 Sep. Term, 1924:-

Atty & Plff.	5.35
Shff. Entshall	8.60
Shff. Jones	
Pro. Greeley, Suggn	.50

M. J. 295

Of No. 280 May Term, 1924.

Amicable Scire Facias sur Judgment.

It is agreed That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said county, and duly so returned, and that a judgment be entered thereon in favor of plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Four thousand nine hundred ninety-two, being the amount of debt and attorneys commission now due on original judgment, with int. from July 1, 1929

Debt	4992.00
Attys. Com. included	245.00

Int. from July 1, 1929.

Judgment.

V. L. Greeley, Pro.

And now, January 22, 1932, comes J. Berry Eckels, Esq., and suggests the death of Otto Kohler, and substitutes the names therefore of Edith Gross, R. A. Henderson and Charles A. Kohler, Executors of the last will and testament of Otto Kohler, deceased, use plaintiffs, and appears for said use plaintiffs. (See paper filed)

92	In re Audit of the Finances and Accounts of Titusville School District for the fiscal year ended June 30, 1929 Entered July 23, 1929. Pro. Greeley (pd Feb 17/29) 5.00	July 23, 1929, Annual Auditors' report filed, and notice issued for publication in the Titusville Herald once a week for three successive weeks, sec. leg.

Charles B. Stegner
93

Lena J. McBride
vs.
Cornelius J. McBride
Issued July 24, 1929

Tax & writ	Atty pd	3.00
Shff Sloan, Clarion Co.		7.00
Masters		50.00
Pro Greeley	9-14-29 paid	8.10
atty		3.00

Subpoena in Divorce
And now July 24, 1929, Subpoena awarded, returnable to the first Monday of Sept. next. Per Curiam.
(Signed) O. Blare Kent P. J.

Subpoena returned: August 20, 1929 Served the within Subpoena in Divorce on the within named respondent, Cornelius J. McBride, personally at Bernards Filling station in Brady's Bend Township, Armstrong County, Pa., by handing him a true and attested copy of the within Subpoena, and by making known to him the contents thereof. So answers, John E. Sloan, Sheriff of Clarion County.
See affidavit on Subpoena.

And now, Sept. 3, 1929, Wm. J. Sideman, Esq., is appointed Master in the above case (See paper filed) Com. issued. Per Curiam.

And now, Nov. 11, 1929, On motion in open court the appointment of W. J. ~~Stegner~~ Sideman, Esq., is hereby rescinded and Wm. B. Griffen Esq., is hereby appointed Master as prayed for. (See paper filed) Com. issued. Per Curiam.

May 16 1930 Testimony and report of Master filed.
On Argt. List for May Term, 1930 No. 15

June 9, 1930, After due consideration, a divorce is decreed as prayed for, and the respondent, Cornelius J. McBride, is ordered to pay the costs of this proceeding. Per Curiam.

Decree: And now, to-wit: June 9, 1930, this cause came on to be heard on libel, subpoena, subsequent proceedings and evidence therein duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed. That the said Lena J. McBride be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Lena J. McBride the libellant, and the said Cornelius J. McBride the respondent and that thereupon all and every the duties rights and claims accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage, shall cease and determine; 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.

Kent & Mook 94

Commonwealth of Pennsylvania
vs
Chester Polk
Entered July 24, 1929.
Pro. Speeley 2.50

July 24, 1929, Petition of Deft. to Hon. O. Clare Kent, President Judge of the Court of Common Pleas of Crawford County, praying that he may be admitted to bail, filed.

Order: And now, July 24, 1929, upon hearing the above motion, and the deft. Chester Polk having been committed to the Crawford County jail without bail, charged with the offenses of assault with intent to rob and robbery, it is hereby ordered that the said Chester Polk be admitted to bail with sufficient sureties in the sum of Fifteen hundred ($1500) dollars, conditioned for his appearance at a hearing to be held before James D. Roberts, Esq., Alderman, on Tuesday, July 30, 1929, at 2 o'clock P. M. And the Sheriff of Crawford County, Pa., is hereby authorized to discharge said Chester Polk upon his giving bail as required by this order. Per Curiam.

(Signed) O. Clare Kent, P. J.

Same day, Order issued to Sheriff, and to James D. Roberts, Esq.

Now, Sept. 21, 1929, upon further consideration of the within petition and with consent of the District Attorney, the within order is hereby amended fixing the amount of bail at Five hundred Dollars, same to be conditioned upon appearance of said named defendant, Chester Polk, at the November Sessions, 1929, of the Court of Oyer and Terminer of said Crawford County, Penna. The Clerk of the Courts being hereby authorized to take said defendants recognizance in accordance herewith.

Per Curiam.

(See back of petition) (Signed) O. Clare Kent, P. J.

Same day, Certified Copies of Order issued.

Boland & Boland 95	Bertha H. Reineke and Marion R. Palmer, trading as Winters & Reineke vs. L. J. Palmeri Issued July 24, 1929. Jay & Irwin (Atty fee) $2.00 Shff. Jones	Summons in Assumpsit, Returnable to the First Monday of August, 1929. Now, Nov. 22, 1929, Writ returned in default of remitting advance costs for service of same. No service rendered. So answers Chas. H. Jones, Sheriff.

Leland J. Culbertson

Wallace J. Haun and Musa Haun, his wife, Mabel Kiesel, and Jacob Kiesel, her husband, A. L. Haun and Margaret Haun, his wife, heirs of Delia Haun, late of West Mead Township, Crawford County, Penna.

vs

John Postlewaite and Maud L. Postlewaite, his wife.

Entered July 26, 1926

Tax & entry (paid) #	3.50
Atty	3.00
Pro. S. for Ps. on rule	5.25

Amicable Action of Ejectment for:

All that certain piece or parcel of land situate in West Mead Township, Crawford County, Penna, bounded and described as follows, to wit: On the North by land of Fred Peck; on the East by a public road; on the South by land of John J. Shryock, on the West by land of Frank P. Ellis, containing two acres of land, more or less, and having erected thereon a frame dwelling.

July 26, 1929, Confession of judgment, affidavit of plaintiff A. L. Haun, and copy of Article of Agreement for sale of land, filed.

By virtue of the Power of Attorney contained in the ejectment clause in Article of Agreement for the sale of land, of which he certifies the attached to be a true copy, Leland J. Culbertson, Esq., appears for the defendants, and confesses judgment against them and in favor of the plaintiffs 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. (See paper filed.)

P. fa. 23-23

Judgment

V. D. Greeley, Prothy.

Hab. Fac. Poss., with clause of Fi. Fa. to No. 82 Sept. Term, 1929.

Aug. 6, 1929, Petition of Defts. to open judgt. and dismiss execution, presented at Chambers, and filed.

Now, August 6, 1929, the foregoing petition having been presented and read, a rule is granted to show cause why the judgment at number 96 September term, 1929, should not be opened and the defendants let into a defense, and why the Habere Facias Possessionem, with writ of Fieri Facias at No. 82 September term, 1929, should not be dismissed. Returnable the second Monday of September. All proceedings to be stayed pending final determination. Per Curiam

(See petition)

(Signed) C. Clare Kent, P. J.

Sept. 5, 1929, Pltf's. Answer to Rule filed. Service accepted by Dfts. Atty.

On Argument List for Sept. Term, 1929, No. 3.

Sept. 16, 1929, By agreement of Counsel this case is to be submitted on pleadings therein. Briefs to be filed within two weeks from this date. Per Curiam.

Jan. 6, 1930 Testimony taken before J. Perry Eckels, Esq., by agreement of counsel, filed.

Now, January 6, 1930, the Rule to show cause why judgment should not be opened and defendants permitted to make defense thereto, is hereby made absolute, all proceedings upon the writ of habere facias possessionem to be stayed until final determination of the disputed question of fact raised in this proceeding. Per Curiam. (See opinion of Court filed.)

Walter J. McClintock for rule

q/b

J. Garry Eckels
97

Hotchkiss Brothers
vs
J. J. Hannold, also known as I. J. Hannold, Defendant and W. H. Rice and Veda Rice and the First National Bank of Bonneauk Lake, Pa., Garnishees
Issued July 29, 1929

Jay & Work (Atty fd) 3.00
Chas. Jones (Atty fd) 9.10

Of No. 327 May Term, 1929
Attachment Execution
Returnable to next term.

To attach all goods, chattels, moneys, rights, credits and effects of the defendant, in the hands, possession and custody of whomsoever the same may be, and especially of W. H. Rice, Vesta Rice, and the First National Bank of Bonneauk Lake, Pa., Garnishee.

Writ returned: Served the within named W. H. Rice individually, and as an adult member of Vesta Rice's family, namely, her husband, on July 30, 1929, and also served the First National Bank of Bonneauk Lake, Pa., upon R. B. Jackson, vice Prest. thereof, by handing to 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 J. J. Hannold.

So answers Chas. H. Jones, Sheriff.

May 24, 1937. Interrogatories to Garnishees filed, and Rule on Garnishees to answer same within ten days after service. Same day, Certified Copy of Interrogatories and Rule issued to Atty.

SEPTEMBER TERM, 1929

Thomas & Kiebort 98	Dorothea I. Saeger, by her father and next friend W. B. Norton vs. Clyde B. Saeger Issued July 29, 1929. Tax & writ (Atty pd) 3.00 Sheff. Jones (paid) 5.55	Subpoena in Divorce. And now, July 29, 1929, subpoena awarded, Returnable to First Monday of September next. Per Curiam. (Signed) O. Blare Kent, P.J. Subpoena returned: M. E. Jones makes affidavit: "That she served the within Subpoena in Divorce upon Clyde B. Saeger, the Respondent therein named on the 30th day of July, 1929, by delivering to him a true and attested copy of the within Subpoena in Divorce and making known to him the contents thereof. (See affidavit on subpoena)

Now Nov. 6, 1929 the case is hereby discontinued of record.

Thomas & Kiebort
Attys for Libellant

Thomas & Kiebort

99

Nov 16 1929 Rec'd of Pro Greeley Eleven and 15/100 Dollars costs on Proclamation

Nov. 16. 1929. Recd $11.15 my costs.

C. H. Jones. Sff.

Vera Sears Morrison

vs.

Edward McGennis Morrison

Issued July 29, 1929.

	#	
Tax & writ (Atty pd)		3.00
Shff. Jones (paid)		1.60
Shff. Jones - alias (pd)		1.60
Shff. Jones - proc. (paid)		11.15
F. C. Bolard, Master (11-16-29 paid)		25.00
Pro Greeley use of Co		10.10
atty		3.00

Subpoena in Divorce

And now, July 29, 1929, Subpoena awarded, Returnable to First Monday of September next. Per Curiam

O. Clare Kent, PJ

Subpoena returned Sept. 2, 1929:

Non est inventus as to the within named respondent. So answers

Chas. H. Jones, Sheriff.

Sept. 3, 1929, Alias subpoena in divorce issued, returnable to first Monday of October next.

Alias Subpoena, retd Oct. 7, 1929:

Non est inventus as to the within named respondent. So answers,

C. H. Jones, Sheriff.

Oct. 8, 1929 Order for proclamation issued, returnable to next term.

And now, Nov. 13, 1929, Fred C. Bolard, Esq. is appointed Master to take testimony. Per Curiam (See paper filed)

And now, Nov. 11, 1929, I have made proclamation in the above entitled case according to law, and caused the same to be published in the Titusville Herald, a newspaper printed within my bailiwick, for three 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

Nov. 15, 1929 Testimony and report of Master filed.

On Argument List for Nov. Term, 1929, No. 22.

Dec. 7, 1929. After due consideration, a divorce is decreed as prayed for, and it is further ordered that the respondent, Edward McGennis Morrison, pay the costs of this proceeding. Per Curiam

Decree:- And now, to wit, December 7, A. D. 1929 this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes in said libel are true, it is by the Court ordered, adjudged and decreed

That the said Vera Sears Morrison be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Vera Sears Morrison, the libellant and the said Edward Mc Gennis Morrison the respondent.

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

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

(See paper filed) Per Curiam

SEPTEMBER TERM, 1929

Thomas & Kiebort 100	D. O. Root and M. S. Wilcox, co-partners doing business under the name of Springs / Hudson-Essex Company vs. Garwood Pettit Issued July 29, 1929 Tax & writ (Plff. pd) $ 3.00 Shff. Jones (paid) 6.50	Replevin for one black Jersey cow of the value of $75.00, Returnable to September Term, 1929. July 29, 1929, Affidavit of value filed. July 29, 1929, Bond of plaintiff, with L. H. Beckman as surety, in the sum of $150.00, approved and filed. July 29, 1929, Declaration filed, and copy certified. Writ returned: Served the within named defendant, on July 29, 1929, at 1:30 o'clock P. M. by handing to him a true and attested copy of the within writ and making the contents thereof known to him. The said defendant having failed to file the required bond within 72 hours from time of service, the goods herein named were delivered into the hands of the plaintiff. So answers, Chas. A. Jones, Sheriff.

101

✓ New First National Bank of Meadville Pa.,
vs.
J. L. Williams
Entered July 29, 1929.
Gro. Greeley (Deft. pd) * 2.25

Of No. 317 May Term, 1924
Amicable Scire Facias sur Judgment
It is agreed That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said County and duly so returned, and that a judgment be entered thereon in favor of the plaintiff, and against the defendant with all the waivers and conditions contained in the original judgment note, for the sum of Fifteen hundred Dollars, being the amount of debt, interest and costs now due on the original judgment.

	#
Debt	1500.00
Int. from June 30, 1929	
Judgment	

W. p. 13.

D. L. Greeley, Pro

June 28 1932
Received payment in full of the above judgment, debt, interest and costs. First National Bank
By J. W. Hunter, Asst Cash.

L. Victor Johnson 102	✓ Thomas Thompson, Petitioner vs ✓ Clark L. Bole, Esq., Justice of the Peace for the Township of Venango, Respondent Issued July 31, 1929. Pro. Greeley, (Atty pd) 3.50	Alternative Mandamus. July 31, 1929, Petition presented at Chambers, and order made as follows: And now, to wit, July 31, 1929, upon presentation of the foregoing petition and upon motion of L. Victor Johnson, attorney for Thomas Thompson, petitioner, it is ordered that a writ of Alternative Mandamus forthwith issue, directed to Clark L. Bole, Justice of the Peace in and for Venango Township, Crawford County, Pa. to show cause why he refused and still refuses an appeal in a certain case pending before him, wherein Charles Zahn is plaintiff, and Thomas Thompson is defendant, to the defendant, Thomas Thompson, also, why he refused to furnish said defendant, Thomas Thompson with a transcript of appeal in said case, and until this mandamus petition is disposed of by the Court, the said Clark L. Bole, Justice of the Peace, is hereby restrained and prohibited from issuing an execution upon said judgment, and if an execution has already been issued thereon, all further proceedings on said execution are hereby stayed until further order of Court. Returnable to the 5th day of August, A.D. 1929, at 10 o'clock A.M. in the large room in the Court House, at Meadville, Pa., Service to be made in accordance with the Act of Assembly in such cases made and provided. Per Curiam (Signed) O. Clare Kent, Prest. Judge Same day, Writ of Alternative Mandamus issued.

Wesley B. Best 103	Elizabeth Weismann vs Fred Weismann Issued July 31, 1929 # Tax & writ (Atty fee) 3.00 Shff. Jones (paid) 3.10 F. C. Boland, Master	Subpoena in Divorce. And now, July 31, 1929, subpoena awarded, returnable to First Monday of Sept. 1929. Per Curiam. (Signed) O. Clare Kent, P. J. Subpoena returned: Served the within Subpoena in Divorce on the respondent personally on the third day of Aug. 1929, 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. And now, Sept. 3, 1929, Fred C. Boland, Esq., is hereby appointed Master to take testimony and report to the Court in above stated case. Per Curiam. (See paper filed) Com. issued.

J. Berry Eckels 104	A.G. Spalding & Bro., a corporation vs. Billy Bullwinkle Issued Aug. 3, 1929 # Tax & writ (paid by Pltf) 3.00 Shff. Jones (paid) 4.10	Foreign Attachment in Assumpsit Returnable to next Term. To attach goods, chattels, moneys, rights, credits and effects, lands and tenements of the defendant in the hands, possession and custody of whomsoever they may be found, and summon them as garnishees. "Bail to dissolve" Writ returned: August 3, 1929, Served the within named defendant by going to the Country Club, Meadville, Pa., and attaching as herein commanded, and declaring that I so attached, in the presence of Leroy Phillips, a credible citizen of the neighborhood, one Dodge Sedan, Serial No. M.32627, Motor No. M.22250, as the property of the said defendant, and at the same time and at the same place I summoned the said defendant, by handing to him a true and attested copy of the within writ, and made known to him the contents thereof. So answers Charles H. Jones, Shff

Albert L. Thomas
J. D. Trax
105

Oct 5 1929 Recd of Luke B. Carter Respondent One Hundred Seven and 30/100 Dollars as Costs
V. L. Greeley Pro

Oct 7, 1929, Recd. of Pro. Greeley $107.30 in payment of costs.
Albert L. Thomas
By F. C. K.

Anne Curry Carter,
Libellant,
vs.
Luke Berne Carter,
Respondent.
Issued Aug. 3, 1929

Jax & writ (Atty Trax pd)		3.00
Margaret Stolz Jones (paid)		9.10
Otto A. Stolz, Master (Paid Otto A. Stolz 9-24-29)		5.00
Pro Greeley Pd		9.10
atty		3.00
H. J. Schruff Con		8.10
Pro G at no 7 0 Feb 29 (11-3-30)	#	12.90
Expenses paid		20.00

Subpoena in Divorce
And now, August 3, 1929 Subpoena awarded: Returnable to first Monday of September, 1929. Per Curiam.
(Signed) O. Blare Kent, P. J.

Subpoena returned: Margaret Jones makes affidavit that she served the within subpoena in divorce upon Luke Berne Carter, the respondent therein named on the 17th day of August, 1929, at 3:15 o'clock P. M., by delivering to him a true and attested copy of the within Subpoena in Divorce, at Titusville Golf Links, City of Titusville, Crawford County, Penn'a, and making known to him the contents thereof."
(See affidavit attached to Subpoena in Divorce)

Now, Sept. 3, 1929, On motion in open court, Otto A. Stolz, Esq., is appointed Master to take testimony in the above stated case. Per Curiam.
(See paper filed) Certificate of appointment issued.

Sept 13, 1929 Testimony and Report of Master filed.
On Argument List for Sept. Term, 1929, No. 22.

Now, September 24, 1929, On motion in open court, leave granted to discontinue this case and to withdraw the testimony upon payment of the costs. Per Curiam.
(See motion of Attys for Libellant filed)

And now, September 27, 1929, On motion of libellant by her Attorneys, in open court, the order of discontinuance made September 24, 1929 is hereby vacated, and the case is reinstated, and leave granted to re-file the testimony. Per Curiam.
(See paper filed)
(Signed) O. Blare Kent, P. J.

Oct. 31, 1929, After due consideration, a divorce is decreed as prayed for, and it is further ordered that the respondent, Luke Berne Carter, pay the costs of this proceeding. Per Curiam.

Decree. And now to wit Oct 3, 1929, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed. That the said Anne Curry Carter be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Anne Curry Carter the libellant and the said Luke Berne Carter, the respondent. And that thereupon all and every the rights, duties and claims accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage, shall cease and determine. And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married.
(See paper filed) Per Curiam

X

John I. Kent
106

Kathryn Strickland by her father and next friend Raymond E. Peters, ✓
vs. ✓
Orrin Strickland
Issued Aug. 5, 1929

	#
Tax + writ (pd by Lib)	3.00
Margaret Mrs. Jones (paid) 11-29-29	3.35
Pro. Sheeley paid	8.10
Atty	3.00
Master-Eckels	

Subpoena in Divorce

And now, August 5, 1929, Subpoena awarded, Returnable to the 2d Monday of September next. Per Curiam

(Signed) O. Clare Kent, P.J.

Subpoena returned:

Mrs. Margaret Jones makes affidavit: "That she served the within Subpoena in divorce upon Orrin Strickland, the Respondent therein named, on the 20th day of August, 1929, at 6:40 o'clock P.M., by delivering to him a true and attested copy of the within Subpoena in Divorce, at Erie R.R. Baggage Office, City of Meadville, Crawford County, Penna., and making known to him the contents thereof."

And now, Sept 16, 1929, J. Berry Eckels, Esq., is hereby appointed Master to take testimony in the above entitled case. Per Curiam (See paper filed) Cert. of appointment issued.

And now, Oct. 10, 1929 On motion in open Court, leave granted to amend the libel in this case to read, "Kathryn Strickland, by her father and next friend, Raymond E. Peters, vs. Orrin Strickland." Per Curiam, (See paper filed)

Oct 21, 1929 Testimony and report of Master filed.

On Argument List for Nov. Term, 1929, No. 23

Dec. 7, 1929, After due consideration, a divorce is decreed, as prayed for, and it is further ordered that the respondent, Orrin Strickland, pay the costs of this proceeding. Per Curiam

Decree - And now, to wit December 7, A. D. 1929, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed.

That the said Kathryn Strickland be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Kathryn Strickland, the libellant, and the said Orrin Strickland, the respondent.

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

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

Per Curiam

(See paper filed)

Donald C. Thompson
107

Marian G. Brannon
vs.
Gerald Brannon
Issued Aug. 5, 1929

Tax & writ (atty pd) 3.00
Shff. Jones (atty pd) 1.60
Shff. Jones-alias (atty pd) 1.60
Shff. Jones-proc. (pd) 11.15
A. D. Andrews, Master pd 3-15-30 25.00
Pro Grieby use of Co pd 10.10
atty 3.00

Subpoena in Divorce and for custody of child, Gerald Nicholas Brannon.

And now, Aug. 5, 1929, Subpoena awarded, Returnable to Second Monday of September, 1929, at 10 o'clock A. M.

Per Curiam
(Signed) O. Clare Kent, P. J.

Subpoena retd: Sept. 9, 1929 Non est inventus as to within named respondent. So answers C. H. Jones, Shff.

Sept. 16, 1929 Alias Subpoena in Divorce issued returnable to first Monday of November.

Alias Subpoena returned Nov. 4, 1929: Non est inventus, as to the within named respondent.

So answers Chas. H. Jones, Shff

Nov. 8, 1929. Order issued for the publication of Sheriffs proclamation, returnable to the first Monday of January, 1930.

And now, Dec. 19, 1929, I have made proclamation in the above entitled case, according to law, and caused the same to be published in the Titusville Herald, a newspaper printed within my bailiwick for three weeks successively prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached.

So answers C. H. Jones, Sheriff.

And now, Jan. 13, 1930, A. D. Andrews, Esq., is hereby appointed Master in the above stated case, to take the testimony and make report thereon to the Court. Per Curiam (See paper filed) Com. issued. Feby 14, 1930 Testimony and Report of Master filed.

On Argument List for Feb Term 1930 at No. 22

March 1, 1930. After due consideration, a divorce is decreed as prayed for; it is hereby further ordered that the respondent, Gerald Brannon, pay the costs of this proceeding; And the custody of minor child Gerald Nicholas Brannon, is hereby awarded unto the libellant, Marian G. Brannon. Per Curiam.

Decree: And now to wit: Mar. 1, 1930 A. D. 1930, this cause came on to be heard on libel, subpoena, subsequent proceeding, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court so Ordered, adjudged and decreed. That the said Marion G. Brannon be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Marion G. Brannon, the libellant and the said Gerald Brannon the respondent. And that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at anytime heretofore, in pursuance of said marriage, shall cease and determine. And the said libellant and respondent shall severally be at Liberty to marry again in like manner as if they had never been married. And it is further ordered the custody of the minor child Gerald Nicholas Brannon, be and the same is hereby awarded to the libellant, said Marion G. Brannon. Per Curiam

(See paper filed)

Leland J. Culbertson v
108

Freda A. Fleming
vs
Ward L. Fleming
Issued Aug. 5, 1929

Tax twice (Atty pd) 3.00
Sheriff (Prepaid) Jones (paid) 3.35
J.D. Roberts Master (paid by Lib) 25.00
9-23-29
Pro C Jail 8.10
atty 3.00

Subpoena in Divorce and for custody of child, Gerald Fleming.

And now, August 5, 1929, the within petition presented in open Court and subpoena awarded, returnable to the second Monday of September, A.D. 1929.

Per Curiam.

Subpoena (Signed) O. Clare Kent, P.J.

Subpoena returned:- Mrs. Margaret Jones makes affidavit: That she served the within subpoena in divorce upon Ward L. Fleming, the respondent therein named on the sixth day of August, 1929 -- by delivering to him a true and attested copy of the within subpoena in divorce -- and making known to him the contents thereof.

So answers - -

(See affd. attached to subpoena)

And now, Sept. 9, 1929 Jas. D. Roberts, Esq. is appointed Master in above case, to take testimony and make report. (See paper filed) Com. issued. Per Curiam.

Sept. 12, 1929. Testimony and Report of Master filed.

On Argument List for Sept. Term, 1929, No. 23.

Oct. 3, 1929. After due consideration, a divorce is decreed as prayed for, and it is further ordered that the respondent, Ward L. Fleming, pay the costs of this proceeding. The custody of minor child, Gerald Fleming, is hereby awarded to libellant, Freda A. Fleming, with right reserved unto respondent to visit said child at all proper times as he may choose so to do. Per Curiam.

Decree: And now to wit Oct 3, 1929 this cause came on to be heard on libel, subpoena, subsequent proceedings proceedings and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered adjudged and decreed That the said Freda A. Fleming be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her the said Freda A. Flemming, the libellant and the said Ward L. Flemming, the respondent. And that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent ~~shall be extinguished~~ heretofore, in pursuance of said marriage, shall cease and determine; 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 minor child, Gerald Flemming, be and the same is hereby awarded to Freda A. Flemming with right reserved

Continued on 597

Thomas & Kiebort
1.09

Viola Tovey
vs.
Joseph b. Tovey
Issued Aug. 5, 1929

Jay & writ	8-29-29 paid	3.00
Shff. Jones (Atty pd)		1.60
Shff. Jones-alias (paid)		1.60
Shff. Jones-proc (paid)	2-13-30	11.15
Pro & since	pd	2.00

Subpoena in Divorce
And now August 5, 1929 Subpoena awarded, Returnable to 2d Monday of September, 1929 Per Curiam
Signed O. Clare Kent, P.J.

Subpoena retd Sept. 9, 1929: Non est inventus as to the within named respondent. So answers
Chas. H. Jones, Sheriff

Oct. 8, 1929, Alias Subpoena in Divorce issued, returnable to next term.

Subpoena returned Nov. 11, 1929: Non est inventus as to within named respondent.
So answers b. H. Jones, Sheriff.

Nov. 19, 1929, Order issued for publication of Sheriff's proclamation three times, returnable to first Monday of January next.

And now Jan. 6, 1930, I, b. 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 Titusville Herald, a newspaper printed within my bailiwick, for three weeks successively prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached. So answers b. H. Jones, Sheriff.

Now Jan. 9, 1930, this action is discontinued.
Thomas & Kiebort, Atty. for Libellant

SEPTEMBER TERM, 1929

Leland J. Culbertson 110	Dorothy M. Rupp vs Clifford E. Rupp Issued Aug. 5, 1929 Tax & writ (atty pd) 3.00 Shff. Jones (paid) 1.60 Shff. Jones-alias (pd) 1.60 Shff. Connell-proc. 11.15 Master D.C. Thompson 25.00 2-19-30 paid Pros. Grubey use of Co 10.10 atty	Subpoena in Divorce, and for the custody of child, Gerald Arthur Rupp And now, August 5, 1929, the within petition presented in open Court, and subpoena awarded, returnable to the 2d Monday of September, 1929. Per Curiam. (Signed) O. Clare Kent, P.J. Subpoena returned Sept. 9, 1929: Non est inventus as to the within named respondent. So answers Chas. A. Jones, Shff Dec. 3, 1929 Alias Subpoena in Divorce issued, returnable to first Monday of Jan. next. Alias Subpoena returned Jan. 6, 1930: Non est inventus as to the within named respondent. So answers C.A. Jones, Shff Jan. 9, 1930. Order issued for publication of Sheriff's proclamation, returnable to next term. Now, Feb 10, 1930, I, J.L. Connell, 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 Titusville Herald, a newspaper printed within my bailiwick, for four weeks successively prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached. So ans. J.L. Connell - Sheriff Feb 10, 1930, Donald C. Thompson Esq. is appointed Master (See paper filed) Comm. issued Per Curiam. Feb 14 1930 Testimony and Report of Master filed. On Argument List for Feb 24 1930 at No 23 March 1, 1930, After due consideration, a divorce is decreed as prayed for; it is hereby further ordered, that the respondent, Clifford E. Rupp, pay the costs of this proceeding, and the custody of minor child, Gerald Arthur Rupp, is hereby awarded to the libellant, Dorothy A. Rupp. Per Curiam. Decree: And now to wit: Mar. 1, 1930, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to 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 M. Rupp be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Dorothy M. Rupp the libellant, and the said Clifford E. Rupp, the respondent. And that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage, shall cease and determine. And the 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 minor child, Gerald Arthur Rupp, be and the same is hereby awarded to the libellant, Dorothy M. Rupp. Per Curiam (See paper filed)

Donald C. Thompson 111 Thomas Fictat Nov. 4, 1929 V.S.G. Sho.	Charles Jas. Watson vs. Anna Arlene Watson Issued Aug. 5, 1929 Tax & writ (Atty Ind) 3.00 Shff. Jones (Atty Ind) 3.10 H.J. Schrubb on Sub. (pd) 2.85	Subpoena in Divorce And now, August 5, 1929 subpoena awarded, Returnable to Second Monday of September, 1929. Per Curiam. (Signed) D. Clare Kent, P.J. Subpoena returned: Sept. 9, 1929, Non est inventus as to the within named respondent. So answers C.H. Jones, Sheriff. Sept. 16, 1929, Alias Subpoena in Divorce issued; returnable to first Monday of November next. Alias Subpoena returned: H.J. Schrubb, constable makes affidavit: Served the within alias subpoena in Divorce upon the respondent, Anna Arlene Watson at her dwelling house, 557 Chestnut St., Meadville, Pa., on Sept. 21, 1929, at 10 o'clock A.M., personally, by handing to her a full, true, correct and certified copy of this alias subpoena, and at the same time informing her of the contents thereof. So answers H.J. Schrubb, Constable. (See affi. on subpoena) Now, Feb. 10, 1930, I, J.L. Connell, 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 Titusville Herald 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 J.L. Connell Sheriff Now Feb 10, 1930. Donald C. Thompson Esq. is appointed Master. (See paper filed) Com. issued Per Curiam

SEPTEMBER TERM, 1929

John C Spencer
112

Charles Zahn
vs.
Thomas Thompson
Entered Aug. 5, 1929

	#
Tax tenty	1.50
Costs on Trans.	25.00 28.65
J.J. Van Kirk Cons. 5 Serving Statement	2.50
Pro. Greeley for Co.	7.75
Jury fee	4.00
Atty	3.00
Plffs Bill of costs,	124.64 1&2.99
Dat	25

Appeal by Deft. from Judgment of Clark C. Bole, Justice of the Peace.
Aug. 1, 1930. Statement of claim filed
Aug. 7, 1930. Affidavit of service filed (being attached to Statement of claim).
Sept. 4, 1930. Affidavit of defense and counter claim, filed.
Sept. 19, 1930, Plaintiffs answer to Defts. counter claim filed.
On Trial List for 1st 2d Monday of Oct. 1930 No. 19.
And now, October 16, 1930, Jury called and sworn as follows: 1- Fred Kebort, 2- E.O. Edwards, 3- Leonard L. Nelson, 4- Harold Hamilton, 5- O.W. Bentley, 6- W.D. McBrillis, 7- Theodore Fox, 8- Mrs. Genevieve Courtney, 9- Kate Anderson, 10- Miss Louise Ulrich, 11- Mina Willey, 12- Mrs. Florence Slaugh: twelve good and lawful persons, who upon their solemn oaths which they have taken, say, Oct. 17, 1930, they find for the plaintiff in the sum of Thirty-five Dollars ($35.00) "T" page 7.
Oct. 30, 1930, Plffs Bill of costs, $124.64, filed.

Debt # 35.00
Int from Oct 17, 1930
T p. 7. Judgment on the Verdict, Oct 30, 1930
V.L. Greeley, Prothy

Oct. 21, 1930, Recd from John C. Spencer, Esq. Plffs. atty, $4.00 jury-fee. V.L. Greeley, Pro

Dec 11 1930 Recd of Defendant Thomas Thompson One hundred Eighty Eight and 24/100 Dollars Costs + Verdict
V. L. Greeley Pro

Dec 11th, 1930 Recd from V.L. Greeley Pro, one hundred seventy eight and 24/100 Dollars in the above entitled case,
John C. Spencer Atty

Now December 11th 1930 received payment verdict, interest, and costs in the above entitled case, and the Prothonotary is hereby authorized to satisfy the same of record
John C. Spencer, Atty.

113	✓ Marion Graham Burchard vs. Fire Service Company, Limited. Entered Aug. 5, 1928 Pro. Greeley 2-3-30 paid 9.50 Appraisers 4.00 Shff. Jones 7.70	Of No. 6 September Term, 1929, Ex. Doc. Feigned Issue. And now to wit, August 5, 1929, after having heard and considered the above Rule, and the parties therein interested, it is ordered and adjudged that the same shall be made absolute, and an issue formed in which Marion Graham Burchard shall be the plaintiff, and Fire Service Company, Ltd., shall be the defendant. And the said claimant is hereby ordered to give bond in double the value of the goods and chattels claimed, in accordance with the provisions of the Act of Assembly in such case made and provided. (See paper filed) Per Curiam. Aug. 13, 1929, Claimants Statement filed. Aug. 15, 1929, Claimants bond filed. Same approved by the Court Aug. 13, 1929. Syster being in the penal sum of $577.00, and with E. E. Burchard + R. F. Randolph Sefts. 19, 1929, Answer of Deft. to Claimants Statement filed. On Trial List for 1st + 2d Mondays of Oct. 1929, No. 4. Oct. 7, 1929, continued on application of plaintiff and marked Remanet. Per Curiam. (See paper filed) On Trial List for 1st + 2nd Mondays of Jan. 1930, No. 1. Jan. 6, 1930, Continued by consent, on application of Deft. Per Curiam.

SEPTEMBER TERM, 1929

114

E. E. Burchard
vs.
Tire Service Company Limited.
Entered Aug. 5, 1929.

Pro. Greeley	5.50
Appraisers	4.00
Shff Jones on rule	7.70
Pro & smk (2-11-30 atty pd)	2.75
atty	3.00

Of No. 6 September Term, 1929, Ex. Doc.
Feigned Issue.

And now, August 5, 1929, after having heard and considered the above rule and the parties therein interested, it is ordered and adjudged that the same shall be made absolute and an issue formed in which E. E. Burchard shall be the plaintiff and Tire Service Company shall be the defendant. And the said claimant is hereby ordered to give bond in double the value of the goods and chattels claimed, in accordance with the provisions of the Act of Assembly in such case and provided.

(See paper filed) Per Curiam.

Aug. 13, 1929, Claimants Statement filed.
Aug. 15, 1929, Claimants bond filed, being in the penal sum of $850.00, with R. F. Randolph and C. A. Stone as sureties. Same approved by the Court Aug. 13, 1929.
Sept. 19, 1929, Answer of Deft. to claimants statement filed.
On Trial List for 1st & 2d Mondays of Oct. 1929, No. 5.
Oct. 7, 1929, Continued on application of plaintiff and marked remanet. Per Curiam.
On Trial List for 1st & 2d Mondays of Jan. 1930 No. 2. Jan. 6, 1930. Settled
Dec 31, 1929 defendant abandons the above case and discontinues proceedings in this matter.
Fred C. Bolard, atty for defendant

115

R. F. Randolph
vs.
Tire Service Company Limited.
Entered Aug 5, 1929

Pro. Greeley
Appraisers 4.00
Sheff. Jones 5.90

Of No. 6 September Term, 1929, Ex. Doc.
Feigned Issue.

And now, to wit, August 5, 1929, after having heard and considered the above rule and the parties therein interested, it is ordered and adjudged that the same shall be made absolute and an issue formed in which R. F. Randolph shall be the plaintiff, and Tire Service Company, Ltd, is the defendant. And the said claimant is hereby ordered to give bond in double the value of the goods and chattels claimed, in accordance with the provisions of the Act of Assembly in such case made and provided.

(See paper filed) Per Curiam.

Aug. 15, 1929, Claimants Statement of claim filed.

Aug. 15, 1929, Claimants bond filed, being in the penal sum of $400.00, with E. E. Burchard and C. E. Tucker as sureties. April 17, 1929, Bond approved. Per Curiam.

SEPTEMBER TERM, 1929

Thomas & Kiebort ✓
116

Zua Hickernell
vs.
Sanford Hickernell ✓
Issued Aug. 6, 1929

	#
Tax & writ (Plffs. pd)	3.00
~~Sheriff~~ Margaret Jones (paid)	5.10
J. P. Eckels, Master (paid 7-23-29)	25.00
Pro & atty paid	8.10

Subpoena in Divorce
And now, August 6, 1929. Subpoena awarded, Returnable to second Monday of September, 1929.
Per Curiam.
(Signed) O. Clare Kent P. J.

Subpoena returned:- Mrs. Margaret Jones makes affidavit: "That she served the within subpoena in divorce upon Sanford Hickernell, the respondent therein named, on the 15th day of August, 1929,-- by delivering to him a true and attested copy -- and making known to him the contents thereof." (See aff. attached to sub.)

Now, Sept. 9, 1929, J. Perry Eckels Esq. is appointed master to take testimony in the above stated case. (See paper filed) Com. issued) Per Curiam

Sept. 13, 1929. Testimony and Report of Master filed.

On Argument List for Sept. Term, 1929, No. 24.

Oct. 3, 1929. After due consideration, a divorce is decreed as prayed for, and it is further ordered that the respondent, Sanford Hickernell, pay the costs of this proceeding. Per Curiam.

Decree: And now to wit Oct 3, 1929, this cause came to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed. That the said Zua Hickernell be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Zua Hickernell and the libellant and the said Sanford Hickernell, the respondent. And thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage shall cease and determine. And the said libellant and respondent shall ~~at any time~~ severally be at liberty to marry again in like manner as if they had never been married.

Per Curiam

J. Perry Eckles

117

Meadville Lumber Company, a corporation,

vs.

Charles Granda and Mary Granda, his wife.

Issued Aug. 7, 1929.

Tax + writ (Atty fee)	2.00
Shff. Jones, (Atty fee)	6.30
Pro. S. for bounty	7.25
atty	3.00

Summons in Assumpsit Returnable to the first Monday of September, 1929.

Aug. 7, 1929 Statement of claim filed, and two copies certified to Sheriff.

Aug. 31, 1929. Affidavit of defense as made by Mary Granda filed.

(On Trial List for 1st & 2nd Mondays of Oct 1929. No 35.

On Trial List for 1st & 2nd Mondays of Jan 1930 No. 15

* Writ retd: Served the within named Mary Granda, upon an adult member of her family, namely her husband, and served Charles Granda personally, on Aug. 8, 1929 by handing to him true and attested copies of the within summons, together with plaintiffs statement of claim.

So answers Chas. S. Jones, Sheriff.

Jany 9, 1930. a jury called and sworn and trial commenced. Same day, plaintiff takes voluntary non. suit. Per curiam

Costs p. 48.

Judgment

V. L. Greeley, Prothy.

SEPTEMBER TERM, 1929

W. O. Morrow
118

E. L. Smith
vs.
Fred Maynard and
Effie Belle Maynard,
Mortgagors and
Gottfried Schneider,
Terre Tenant.
Issued Aug. 10, 1929.

Tax writ (Atty pd $2.00)	2.75
Rec. Hood	.50
Shff. Jones (pd by Plff)	14.50
Shff. Jones-alias (paid)	2.50
Pro. Greeley	4.50
Atty	3.00
	27.75

Sept. 5, 1929, Rec'd of Plff's. Atty $3.50 to apply on costs.
V. L. Greeley, Pro.

Scire Facias sur Mortgage recorded in Mortgage Book 142, page 516, Returnable to the first Monday of September next.

Aug. 10, 1929, Affidavit as to title filed.

Writ returned: Served the within named Fred Maynard personally and Effie Belle Maynard, mortgagors, on an adult member of her family, namely Fred Maynard, her husband, on Aug. 13, 1929, at his place of residence in Troy Twp., by handing to him true and attested copies of the within writ and making contents thereof known to him. By going to the within named and described premises and finding one Earl Blakeslee tenant and possessor thereof. I served him with a true and attested copy of the within writ. Nihil habet as to the terre tenant, Gottfried Schneider. So answers, Chas. H. Jones, Sheriff.

Sept. 3, 1929. Alias Sci. Fa. sur Mortgage issued as to Gottfried Schneider, terre tenant.

Alias writ returned Sept. 9, 1929: Nihil habet as to Gottfried Schneider. So answers C. H. Jones, Sheriff.

And now, Sept. 23, 1929, Upon praecipe of plaintiff's attorney, judgment is entered in this case in favor of the plaintiff E. L. Smith and against the mortgagors, Fred Maynard and Effie Belle Maynard, and Earl Blakeslee, terre tenant, for want of an affidavit of defense, and against Gottfried Schneider, real owner, for want of an appearance, on two returns of Nihil habet. Same day, judgment liquidated at the sum of Two thousand seven hundred ninety-two and 80/100 Dollars, with costs of suit.
(See paper filed)

Debt	$2792.80
Atty's Com. included,	120.00

Int. from Sept. 23, 1929.

Judgment
V. L. Greeley, Prothy.

M. pp. 87-87; Sc. p. 54; Bk. p. 80.

Lev. Fac. to No. 29 Nov. Term 1929.

George Mashank
Stwart A. Culbertson / Shippen, Pa.
119

Minnie Wells
vs.
James Wells
Issued Aug. 10, 1929

Jas. & writ (Atty pd) $ 3.00
Margaret Jones (Atty pd) 5.55
Aug. Delp, Master

Subpoena in Divorce.

And now, August 10, 1929 Subpoena awarded, Returnable to the ~~Second Monday~~ 2nd September next

Per Curiam.
(Signed) O. Blare Kent, P.J.

Subpoena returned:-

Mrs. Margaret Jones makes affidavit: "That she served the within subpoena in divorce upon James Wells, the respondent therein named on the 30th day of August, 1929, --- by delivering to him a true and attested copy of the within subpoena in divorce ... and making known to him the contents thereof." ....

(See affidavit attached to subpoena)

And now, Sept. 3, 1929, August Delp, Esq. is appointed Master to take testimony and make report to the Court Per Curiam. (See paper filed) Com. issued.

W. J. Sideman
120

Sept 18 1929 Rec'd of George Eldred esq Fourteen Dollars unpaid Costs
V. L. Greeley Pro

Hiram Miller McIntyre
vs
Martha Irene McIntyre
Issued Aug. 10, 1929

Tax writ (paid)	3.00
Shff. Jones	2.90
Shff. Allebach, use of Shff. Jones	3.00
Geo. Eldred, Master (paid)	50.00
Pro. Greeley	8.10
Atty	3.00

Subpoena in Divorce

And now, August 10, 1929, Subpoena awarded, Returnable to next term.

Per curiam.

(Signed) O. Clare Kent, P.J.

Subpoena returned:

(a) And now, Aug. 30, 1929, I hereby deputize the Sheriff, or his deputy, of Jefferson County, Penn'a, to serve this writ.

Chas. H. Jones,
Sheriff of Crawford County, Pa

(b) Now, September 2, 1929, I served the within Subpoena in Divorce on the within named respondent, Martha Irene McIntyre personally, by handing her a true and attested copy of this and by making known to her the contents thereof, at the home of her father on Evans Street, in the Borough of Brookville, County of Jefferson and State of Pennsylvania. So answers J. B. Allebach,
(Jurat appended) Sheriff of Jefferson County, Pa.

(c) And now, Sept. 9, 1929, writ returned. Served Sept. 2, 1929, on respondent personally, as per return of Sheriff of Jefferson Co. hereto annexed. So answers C. H. Jones, Sheriff.

And now, Sept. 9, 1929, On motion in open court, George Eldred, Esq., is appointed Master as moved. Per curiam (See paper filed) Cert. of appointment issued.

Sept. 13, 1929, Testimony and Report of Master filed.

On Argument List for Sep. Term, 1929, No. 23.

Now, October 7, 1929, After due consideration, a divorce is decreed as prayed for. This decree to contain the statutory prohibition, in such cases made and provided, as to Thomas J. Moore, paramour. Per curiam. (See paper filed)

Decree: And now to wit Oct. 7, 1929 this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein duly taken and filed of record and it appearing to the court that causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed That the said Hiram Miller McIntyre be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him the said Hiram Miller McIntyre, the libellant, and the said Martha Irene McIntyre the respondent. And that thereupon all and every the duties, rights and ~~claims~~ appertaining to either the libellant or the said respondent, at any time hereafter shall cease and determine. And the said libellant and said respondent shall severally be at liberty to marry again in like manner as if they had never been married except as provided by statute, that the said respondent, Martha Irene McIntyre, shall not marry

Continued at bottom of next pag.

Walter J. McClintock

~~The Board of Directors~~ of the School District of the Township of West Mead

Petitioner,

121.

~~Wm. D. Beatty, Collector~~ vs ~~The City of Meadville~~

Respondent.

Entered Aug. 10, 1929

Gro. Speeley # 5.50

Aug. 10, 1929 Petition for Declaratory Judgment as to assessment, levy and collection of taxes on lands annexed to the City of Meadville, from the township of West Mead in January 1929,- presented to Hon. O. Clare Kent, P. J., and filed.

Now, August 10, 1929, the foregoing petition having been presented, upon consideration thereof, and in order to afford the petitioners relief from uncertainty and insecurity in respect to their rights, status, liabilities and other legal relations, relating to the levy and collection of said taxes and the exoneration therefor,- a rule is hereby granted to show cause why a declaratory judgment and decree should not be entered, construing the rights, status, liabilities and other legal relations relating thereto; Returnable Second Monday of September, 1929. Per Curiam

(See petition) Signed O. Clare Kent, P. J.

On Argument List for Nov. Term, 1929, No. 8.

Nov. 25, 1929, On motion in open Court, the title of this proceeding is hereby ordered changed, nunc pro tunc, to: School District of West Mead Township vs. Wm. D. Beatty, Collector. Per Curiam.

(See paper filed) Nov. 26, 1929, Argued-D.A.T.

Order of Court: Now, January 6, 1930, the Rule to show cause granted August 10, 1929, herein, is hereby made absolute, and it is further ordered and decreed that the School District of West Mead Township be and is hereby restrained from collecting any and all taxes levied for School purposes for the year 1929, upon the lands annexed to the City of Meadville by decree of Court of Quarter Sessions entered on the first Monday of January 1929, or upon residents residing within the annexed territories.

(See opinion of Court filed) Per Curiam.

{The said Thomas J. Moore, her paramour during the lifetime of the said Hiram Miller McIntyre

SEPTEMBER TERM, 1929

122

✓ William Carter
vs.
✓ Hugh E. McMillen
Entered, Aug. 12, 1929
Bro. Greeley Fee by Aff. $2.25

Of No. 7, September Term, 1924
Amicable Scire Facias sur Judgment

It is agreed, That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said County, and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Four hundred and thirty-two Dollars, being the amount of debt, interest to August 24, 1929, and costs, now due on the original judgment. Int. at 5% per annum

Dated, Aug. 12, 1929

Debt $432.00
Int. from Aug. 24, 1929
Judgment
V. L. Greeley Pro.

Mc page 8.

Cr. Aug. 7, 1930, $21.60, being int. in full to Aug. 24. (See abstract filed)
And now, Oct. 9, 1930 The above judgment assigned by R. L. Gordon, Executor of William Carter estate to Floyd Cole, Hayfield Township. (See paper filed Aug. 24, 1934)
Amicable Sci. Fa. to No. 132 Sep. Term, 1934.
October 9, 1942 This judgment is Satisfied (See Am. Sci. Fa.)

Otto Kohler

123

Petition of J. H. Jelbark for Satisfaction of a mortgage executed by Andrew P. Ogden to Enterprise B. & L. Assn recorded in Mortgage Book Q page 739. Entered Aug. 12, 1929.

Pro. Greeley 10-10-29 pd # 5.00
Shff. Jones (Atty fd) 5.65
Pro Y. Cert paid 1.00

Aug 12, 1929 Petition presented to Hon. O. Clare Kent P.J., and filed.

Order: And now, August 10, 1929 upon presentation of the foregoing petition, a rule is granted upon the Enterprise Building and Loan Association to show cause why the mortgage described in said petition shall not be satisfied of record, and that notice thereof shall be given by the Sheriff of the County of Crawford to the proper officers of said mortgagee, and that notice of said application shall be advertised in the Tribune Republican paper, a newspaper published in said County of Crawford for four weeks and in default of an answer, formal decree of satisfaction shall be directed. Returnable to the first Monday of October next. Per Curiam.

Aug. 12, 1929 Order issued to Sheriff.

Oct. 7, 1929 Sheriffs return with proof of publication of notices attached, filed.

Decree: And now, Oct. 7, 1929, the Sheriff of the County of Crawford having returned that he was unable to find the Enterprise Building & Loan Association or any officer or legal representative thereof, or the holder or holders of the mortgage described in the petition in the above entitled case, and that in obedience to the order of the Court, the said Sheriff directed notice of the facts set forth in the petition, and advertised the same once a week for four successive weeks after the presentation of the petition in the Tribune-Republican, a daily newspaper published in the City of Meadville, County of Crawford, and no person appearing to answer the said petition as aforesaid, and the Court being satisfied of the allegations of the petition, it is ordered and decreed that the prayer of the petition be granted, and that satisfaction shall be entered by the Recorder of Deeds of the County of Crawford on the record of the mortgage given by Andrew P. Ogden to Enterprise Building & Loan Association dated May 18, 1874, and recorded in the office of the Recorder of Deeds in the County of Crawford in Mortgage Book "Q", page 739 (description of land omitted)

And payment of the costs due relative to the entry of satisfaction of said mortgage and any proceedings thereon, and upon a certified copy of the petition and decree in said case being filed by said Recorder of Deeds of record, which said satisfaction so entered and filing of said record, shall forever thereafter defeat, release and discharge said mortgage, and shall likewise bar all actions brought or to be brought thereon as fully and effectually to all intents and purposes as if the satisfaction had been entered

(Concluded on margin)

by the legal holder or holders of said mortgage. Per Curiam.

(See paper filed)

Same day, certified copy of petition and decree issued.

Stuart A. Culbertson
124

Joseph Fantasio
vs.
Mary Fantasio
Issued Aug. 12, 1929

Tax twice (Atty fd) # 3.00
Shff. Jones (Atty fd) 1.60
Shff. Jones - alias (Atty fd) 1.60
Shff. Jones - proc. (paid) 11.15
Aug. Delp, Master 25.00
2-20-30-
Pro Grieley case & Co fd 10.10
atty 3.00

Subpoena in Divorce

And now, August 12, 1929 Subpoena awarded, returnable to the first Monday of October, 1929 Per Curiam
(Signed) O. Clare Kent, P.J.

Subpoena retd: Oct. 7, 1929, Non est inventus as to the within named respondent.
So answers Chas H. Jones, Sheriff

Oct. 7, 1929 Alias Subpoena in divorce issued, returnable to Second Monday of November next

Alias Subpoena retd Nov. 11, 1929: Non est inventus as to the within named respondent. So answers, C.H. Jones, Shff.

Nov. 26, 1929 Order for Proclamation issued, returnable to first Monday of January next.

And now, Dec. 16, 1929, --- I have made proclamation in the above entitled case according to law, and caused the same to be published in the Titusville Herald, a newspaper printed within my bailiwick for ~~four~~ three weeks successively prior to return day thereof, as per copy of said proclamation and proof of proclamation hereto attached. So answers, Charles H. Jones, Sheriff.

And now, Jan 6, 1930, August Delp, Esq., is appointed Master to take testimony and make report thereon to the Court. (See paper filed) Com. issued. Per Curiam.

Feb 6, 1930 Testimony and report of Master filed.

On Argument List for Feb 24, 1930 at No. 24

March 1, 1930, After due consideration a divorce is decreed as prayed for. Per Curiam.

Decree: And now to wit, Mar 1, 1930 A.D. this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is ordered by the Court adjudged and decreed That the said Joseph Fantasio be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him the said Joseph Fantasio, and the libellant and the said Mary Fantasio, the respondent. And that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at any time heretofore in pursuance of said marriage shall cease and determine; And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married, both the exception that the said Mary Fantasio, the respondent shall not marry John Malicano during the lifetime of the libellant, Joseph Fantasio.

Per Curiam

Roy S. Peters
125

L. B. Burns
vs.
Max Kremin, Deft.
and John Earl Ultz Garn'y
Rebecca F. Ultz
Garnishees
Issued Aug. 13, 1929

Tax Writ (paid) $ 2.75
Shff. Jones (Atty fee) 6.80

Of No. 366 May Term, 1929.
Attachment Execution,
Returnable to next Term.
To attach and levy in satisfaction of said judgment debt, interest and costs, all the debts, moneys, deposits, goods and chattels and effects whatsoever, of and due, or to become due to the above named defendant, by or in the hands or possession of John Earl Ultz and Rebecca F. Ultz, and summon them as garnishees.

Writ returned: Served the within writ on John Earl Ultz, garnishee, Aug. 15, 1929, by handing to him a true and attested copy of within attachment and making contents thereof known to him. So answers L. H. Jones, Sheriff.

And now, to wit, September 3, 1929, the debt, interest and costs having been paid, the above attachment-execution is hereby discontinued.

Roy S. Peters, Atty for Plff.

SEPTEMBER TERM, 1929

Leland J. Culbertson 126	The Federal Land Bank of Baltimore, Maryland, vs. Irene Polley, individually, Irene Polley, Administratrix of Orrin D. Polley, deceased, former owner, and Charles D. Polley, present owner and terre tenant. Issued, Aug. 13, 1929.	Scire Facias sur Mortgage recorded in Mortgage Book Vol. 402, page 1, Returnable to first Monday of September next. Aug. 13, 1929 Affidavit of default and affiddvit as to real owner of land, filed. Writ returned: Upon going to the within named and described premises and finding no one in possession thereof, I posted a true and attested copy of the within writ in the most public place thereof, on August 15, 1929. Nihil habet as to Irene Polley individually and administratrix of the estate of Orrin D. Polley, deceased, former owner, and Charles D. Polley, present owner. So answers C. A. Jones, Shff.

Tax & writ (Atty fee)	3.00
Rec. Hood	.50
Shff. Jones (paid)	8.90
Shff. Jones, alias (paid)	2.50
Geo. Greeley, Atty	4.25 3.00

Sept. 19, 1929, Alias Sci Fa sur Mortgage issued, returnable to first Monday of October next.

Alias writ returned: Now, Oct. 7, 1929, Nihil habet as to Irene Polley, individually, and as administratrix of Orrin D. Polley, and Charles D. Polley. So answers Chas A. Jones, Sheriff.

And now, October 12, 1929, On motion of plaintiff's attorney, judgment is entered against defendants and terre tenant for want of an appearance, and liquidated at the sum of One Thousand nineteen and 51/100 Dollars. (See paper filed)

Debt $1019.51

Int. from Oct. 12, 1929.

Judgment

V. L. Greeley, Prothy

Praecipe p. 76 & 77.

And now, Oct. 14, 1929, On motion in open court, an amendment and correction to the proceedings in this case is allowed, changing the same to Charles D. Polley, the correct and proper name of the present owner and terre tenant. Per Curiam. (See paper filed)

Lev. Fac. to No. 62 Nov. Term. 1929.

Dec. 4, 1929 The above judgment satisfied (See Lev. Fac.)

127

Elma Eastwood
vs
Anna Mossinger
Entered Aug. 19, 1929
Pro. Greeley Dft. pd $2.25
Orig. costs: Plff. 1.50

Of No. 337 May Term, 1924.
Amicable Scire Facias sur Judgment.

It is agreed That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said county, and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of One hundred seventy-six Dollars, with interest thereon from Dec 22, 1923, and with original costs, being the amount now due on the original judgment.

Debt $176.00
Interest from Dec 22, 1923 Int. at 3% per annum until paid (See Dridge note)

M. Page 71.

Judgment
V. L. Greeley, Prothy

And now, August 28, 1931, For value received, we hereby sell, assign and transfer unto (Miss) Lydia E. Strafer of No. 223 Walnut Street, Meadville, Pa., her executors, administrators or assigns, the above judgment, debt, interest and costs, without recourse.

Mrs. Ethel Ulrich
Rev. D. M. Thomas
Executors of will of Elma Eastwood, deceased

Attest:
V. L. Greeley, Prothy. Am Sci Fa no 112 Sept Tr 1934

SEPTEMBER TERM, 1929

Thomas & Kiebort / 128 Thmas v Thmas.	J. D. Rees vs. Bonneauville Garage, a corporation, and Hugh Greenfield. Issued Aug. 20, 1929 # Tax & writ (Atty pd) 2.00 Shff. Jones (Atty pd) 8.30	Summons in Trespass, Returnable to first Monday of September next. Writ returned; Served the within named Bonneauville Garage, a corporation upon L. E. Terrill president thereof, and upon Hugh Greenfield, deft., by his copartner in aforesaid corporation, L. E. Terrill by handing to him true and attested copies of the within summons Do answers Chas. H. Jones, Shff.

Now Dec. 23, 1929, this case settled and discontinued of record, all costs paid.

Thomas & Kiebort
Attys for Plff.

Thomas & Kiebort
129

Pearl E. Flaugh
vs
H. H. Flaugh
Issued Aug. 20, 1929

Tax & writ (Atty pd) 3.00
~~Shff Jones~~
J Emmet Hitchcock on Sub (Atty pd) 5.00
A.D. Andrews Master 25.00
Pas Gruley 2-14-30 paid 8.10
Atty 3.00

Subpoena in Divorce and for the custody of Billie Flaugh and JoAnne Flaugh, minor children of the parties.

And now, Aug. 20, 1929, Subpoena awarded, Returnable to first Monday of October, 1929, Per Curiam.

(Signed) O. Blare Kent, P. J.

Subpoena returned: J. Emmet Hitchcock, Constable of the Borough of Northeast, Erie County, Pa., makes affidavit that he served the within subpoena in divorce upon H. H. Flaugh, the respondent therein named, on the 5th day of September, 1929, at 10 o'clock A. M. by delivering to him a true and attested copy of the within Subpoena in Divorce, on Pershing Ave. sitting in his own car, in the Borough of Northeast, Erie County, Pa., and making known to him the contents thereof"... (See affidavit attached to subpoena)

And now, Nov. 4, 1929, On motion in open court, A.D. Andrews, Esqr., is appointed Master to take testimony in the above stated case. Per Curiam. (See paper filed) Com issued.

Feb 14 1930 Testimony and Report of Master filed.

On Argument List for Feb 24. 1930 at No. 25

March 1, 1930, After due consideration, a divorce is decreed as prayed for; it is hereby further ordered that the respondent, H.H. Flaugh, pay the costs in this proceeding; and the custody of the minor children, Billie and Joanne Flaugh, is hereby awarded to the libellant Pearl E. Flaugh.

Per Curiam.

Decree: And now to wit Mar 1 A. D. 1930, this cause came on to be heard on libel, subpoena, subsequent proceedings and evidence therein duly taken and filed of record, and it appearing to the Court that the causes set forth on libel are true, it is by the Court ordered, adjudged and decreed that the said Pearl E. Flaugh be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her the said Pearl E. Flaugh, the libellant and the said H. H. Flaugh the respondent. And that thereupon all and every the duties rights and claims accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage shall cease and determine. And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married. And it is further ordered that the custody of the minor children, Billie Flaugh and Joanne Flaugh be and the same is awarded to the libellant, said Pearl E. Flaugh (See paper filed)

Per Curiam

SEPTEMBER TERM, 1929

Thomas F Kilbert

130

Dec 23 1929 Rec'd of Libellant by attys Eighteen and 25/100 Dollars as Costs
V. C. Greeley Pro

Dec 23, 1929, Rec'd of Pro. Greeley $3.00 docket fee.
Thomas F. Kilbert F.C.K.
Attys for Libellant

Dec. 23, 1929, Rec'd of Pro. Greeley $10.00 fee of Gdn. ad litem August Delp.

Mary Volpetto, by her Guardian ad litem, August Delp,
vs.
Frank Volpetto
Issued Aug. 20, 1929

	#
Tax Writ (Atty pd)	3.00
Shff. Jones (Atty pd)	3.70
Margaret Jones-alias (paid)	3.50
J. P. Eckels, Master	
Pro Greeley	5.75
August Delp Gdn ad l	10.00
Atty	3.00

Subpoena in Divorce.
And now, Aug. 20, 1929 Subpoena awarded, returnable to first Monday of October, 1929. Per Curiam
Signed O. Clare Kent, P.J.

Now, Aug. 20, 1929 upon presentation of within motion, August Delp, Esq., is appointed Guardian ad litem of Mary Volpetto, for the purpose of filing an action in divorce against her husband, Frank Volpetto. Per Curiam
(See paper filed) Signed O. Clare Kent, P.J.

Subpoena retd Oct. 7, 1929: Non est inventus as to within named respondent. So answers Chas. H. Jones, Shff.

Oct 8, 1929, Alias Subpoena in Divorce issued, returnable to next term.

Alias Subpoena returned: Margaret Jones makes affidavit: "That she served the within subpoena in divorce upon Frank Volpetto, the respondent therein named, on the 4th day of October, 1929, by delivering to him a true and attested copy of the within subpoena in divorce at No. 118 Pine St., Meadville, Pa., and making known to him the contents thereof. (See affidavit on alias Sub)

And now, Nov. 11, 1929. On motion in open Court, J. Perry Eckels, Esq., is appointed Master to take testimony in the above case. (See paper filed) Cert. of appointment issued. Per Curiam.

Now Dec. 23, 1929, this case is discontinued of record.

Thomas F. Kilbert, Atty. for Libellant
August Delp, Guardian ad Litem.

John C. Spencer
131

Pearl E Sturgeon
vs
Ralph M. Sturgeon
Issued Aug. 20, 1929

Tax writ 5-26-31 paid 3.00
Shff. Jones ---
Shff. Connell-alias(pd) 2.90
Shff. Callahan (Paid) 5.90
A.D. Mook, Master (pd) 25.00
Pro. Greeley for bo. 5-26-31 paid 9.10
Atty 3.00

Subpoena in Divorce
And now, Aug. 5, 1929 Subpoena awarded, Returnable to the next term. Per Curiam
(Signed) O'Blare Kent, P.J.

~~And now, [illegible] upon presentation of within motion, August Delp, Esq. is appointed guardian ad litem of Mary Volpetto for the purpose of filing an action in divorce against her husband, Frank Volpetto.~~ See Order Book
~~Per Curiam~~
~~(See paper filed)~~ ~~(Signed) O'Blare Kent, P.J.~~

Feb. 6, 1930. Writ returned in default of remitting advance costs for service of same. No service rendered.
So answers J. L. Connell, Sheriff

Feb. 6, 1931, Alias Subpoena in Divorce issued, returnable to first Monday of April, 1931.

Alias Subpoena retd: On March 4, 1931, served the within writ on Ralph M. Sturgeon, the within named deft. at residence, Home Av., Greenville, Pa., by handing a true and attested copy of the within writ to him personally, and making known to him the contents thereof. So answers D. K. Callahan, Shff. Mercer Co. Pa

And now, April 11, 1931, Arden D. Mook, Esq. is hereby appointed Master to take testimony and make report to the Court. Per Curiam.
(See paper filed) Com. issued.

April 30, 1931. Testimony and report of Master filed.
On Argument List for May Term, 1931, No. 23

May 26, 1931, After due consideration, a divorce is decreed as prayed for, and it is further ordered that Ralph M. Sturgeon, respondent, pay the costs in this proceeding. Per Curiam.

Decree: And now to wit: May 26, 1931 A.D., this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed, that the said Pearl E. Sturgeon be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Pearl E. Sturgeon, the libellant, and the said Ralph M. Sturgeon, the respondent; and that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent, at any time heretofore in pursuance of said marriage, shall cease and determine; and the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married.
Per Curiam

(See paper filed)

SEPTEMBER TERM, 1929

Otto Kohler ✓ 132 9-5-1929 Ckd J. Lang	Charles N. Sprosby vs. Andrew Spencer Issued Aug. 22, 1929. Jax & writ (Atty pd) # 2.00 Shff. Jones (Atty pd) 5.30	Summons in Assumpsit Returnable to next term. Sept. 16, 1929. Statement of claim filed and service of copy accepted by Defts. Attorney. Sept. 25, 1929. Affidavit of defense filed Service of copy accepted by Pltfs Atty. Writ returned: Served the within named defendant on August 31, 1929, by handing to him personally a true and attested copy of the within summons together with plaintiffs statement of claim. So answers Chas. A. Jones, Shff

Thomas & Kiebort
133
R. J. Rossiter
Thomas & Thomas
Sept. 6, 1929
Atty. Pffs. Spo.

Jan 20 1930 Recd of Peff Four dollars Jury fee
V. L. Gruley Pro

Jan 30 1930 Recd of Peffs atty Eight and 50/100 Dollars my costs
V. L. Gruley Pro

V. T. New
vs.
West Ridge Transportation Company, a corporation.
Issued April 23, 1929

	#
Jay & writ (paid)	2.00
Shff Jones (Atty Pd)	3.10
Pro Fumfees	7.75
Atty	3.00
Jury fee	4.00
Peffs bill of costs	153.19
Sat & Cert	.75

Summons in Trespass,
Returnable to next term.
Writ returned: Served the within named defendant upon Kenneth Billings, Superintendent of Transportation thereof on August 30, 1929, by handing to him a true and attested copy of the within summons.
So answers Chas. A. Jones, Sheriff
Nov. 27, 1929 Plaintiffs Statement of claim filed & service accepted.
On Trial List for first & second Mondays 9 Jan 1930 No 36
And now, January 15, 1930, a jury called and sworn as follows: 1- George Hughes, 2- V. L. Wood, 3- John Carpenter, 4- Chauncey L. Andrews, 5- Wm Boyles, 6- John Ernst, 7- Grace Barrows, 8- Mrs. A. D. Krenis, 9- Ella Kirby, 10- Mrs. Flossie Connor, 11- Ida B Horner, 12- Miss Ina Best: twelve good and lawful persons, who upon their solemn oaths which they have taken, say, January 17, 1930, they find for the plaintiff for the sum of Two Thousand and Twenty-five Dollars ($2025).
Book page 48.
Janiy 17, 1930, Pffs bill of costs, #153.19, filed.

Jan. 30, 1930, received payment in full of the judgment entered in this case, debt and costs and the Prothonotary is directed to mark the same satisfied of record.
Thomas & Kiebort
Attys for Plaintiff

Thomas & Kiebort
134
S. Y. Ross Clerk
Thomas & Thomas
Sept. 6, 1929 Attest. V.L.G. Pro.

Jan 20 1930 Recd of Plff Four dollars Jury fee
V. L. Greeley Asso

Jan 31 1930 Recd of Plffs atty Eight and 50/100 Dollars bal of unpaid costs
V. L. Greeley. Pro

Glyde Pfaff
vs.
West Ridge Transportation Company, a corporation.
Issued Aug. 23, 1929

	#
Tax & writ (paid)	2.00
Shy. Jones (Atty pd)	3.10
Pro Fee of Co	7.75
Atty	3.00
Jury fee	4.00
Plffs bill of cost	22.14
Sat & Cert	.75

Summons in Trespass
Returnable to next term.
Writ returned: Served the within named defendant, by handing a true and attested copy of the within summons to Catherine Derfus, Ticket Agent thereof on Aug. 28, 1929. So answers
Chas. H. Jones, Shff.
Nov. 27, 1929. Plaintiffs statement of claim filed, and service accepted
On Trial List for 1st & 2nd Mondays of Jan. 1930 No. 37.
And now, January 15, 1930, By agreement of counsel, the same jurors selected for the preceding case were sworn for the trial of this case, and the two cases tried together. Janiy 17, 1930, the jury find for the plaintiff in the sum of One thousand nine hundred twenty-eight and 75/100 Dollars.
Comp. page 48.

Janiy 17, 1930. Plffs. bill of costs filed.

Jan. 30, 1930, received payment in full of the judgment entered in this case, debt and costs, and the Prothonotary is directed to mark same satisfied of record.
Thomas & Kiebort
Attys. for Plaintiff.

J. Berry Eckels ✓ 135	J. L. Miller, doing business as The ✓ Miller Lumber Company vs. Charles N. Crosby doing business as ✓ International Silo Company Issued Aug. 27, 1929 Jas. & work (Atty. fd) # 2.00 Shff. Jones	Summons in Assumpsit, Returnable to next term. Aug. 27, 1929, Statement of claim filed, and copy certified. Writ returned: "Aug. 31, 1929. I hereby accept service of the within summons, as fully and effectually as if regularly served by the Sheriff of Crawford County." (Signed) Charles N. Crosby.

SEPTEMBER TERM, 1929

136

Mrs. W. G. Weir, otherwise
Mrs. Mary Weir
vs.
W. F. Deater
Entered Aug. 28, 1929.
Pro. Greeley (Plff. pd) 2.25

Of No. 262 February Term, 1921
Amicable Sci. Fa. 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 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 Three hundred and twenty-five Dollars, being the amount of the debt, now due on the orignal judgment; with interest thereon from February 26, 1929. #

Debt 325.00
Int. from Feb. 26, 1929.
D page 24. Judgment
W. L. Greeley, Pro

And now December 15, 1936 received satisfaction of this judgment, interest and costs in full and I direct the prothonotary to satisfy the same of record.

Mrs W G Weir
Mary Weir

137 Carl E. Thomas ✓	✓ Harley D. Carpenter vs. J. P. Shuttz Entered, Aug. 30, 1929 Jay Fentry (P.S. paid) 1.50 Costs on Trans (Pd by Def) 5.55	Appeal by Dept. from Judgment of William S. Smith, Alderman

SEPTEMBER TERM, 1929

Walter J. McClintock 138 Kent & Mook, Sept. 4, 1929 for Meadville Buick Co., Inc.	William L. Blair, Inc vs. Meadville Buick Company, Inc., and Earl A. Griffiths Issued, Aug. 31, 1929 Tax & writ (Plff's pd) 3.00 Shff. Jones (Atty's pd) 4.70 Sps. Is. for Co. 2.50	Replevin for Pennsylvania certificate of title for Willys Knight Sedan, Manufacturers number 444487, Engine number 93515, issued to the defendant Earl A. Griffiths and assigned to Meadville Buick Company, or some other corporation or individual, in possession of Meadville Buick Company, Inc., Park Avenue and Center Streets, Meadville, Pa, or where found, of the value of Four hundred Dollars, ($400.00), which certificate of title and the automobile for which issued is the property of the plaintiff who is entitled to the immediate possession thereof. Returnable sec. leg. Aug 31, 1929, Affidavit of value filed. Same day, Bond of Plaintiff, with F. M. Fleming as surety, in the sum of $800.00, approved and filed.

And now, Sept 4, 1929, Kent & Mook appear for Meadville Buick Company, Inc, on of the defendants in the above entitled case. (See paper filed)

Oct. 7, 1929, Plaintiffs declaration filed.

Oct. 24, 1929, Defendants Demurrer filed, service accepted by Plffs. atty.

* Writ returned: Served the within named defendant Meadville Buick Company, Inc., upon D. D. Kirkpatrick, President of the said corporation, at its place of business Park Avenue, on Aug. 31, 1929. Also, served defendant Earl A. Griffiths, at his place of business, Diamond, Meadville, Pa., on September 9, 1929, at 2 o'clock P.M., by handing each of them true and attested copies of the within writ of Replevin. The said defendants having failed to file the required bond within 72 hours from time of said service, the property herein described was delivered into the hands, possession and control of the within named plaintiffs attorney, Walter J. McClintock. So answers W. H. Jones, Sheriff.

On Argt. List for Nov. Term, 1929, No. 2. Nov. 26, 1929 Argued D.&V.

And now, September 6, 1932, defendants are hereby granted leave to withdraw the demurrer filed in the above entitled case, as prayed for. Per Curiam (See paper filed)

Thomas & Thomas
139

Lela R. Weber
vs.
Daniel H. Weber
Issued Aug. 31, 1929

	#
Jay & Swirk (Atty pd)	3.00
Margaret Jones (pd by Atty)	5.30
Marie Mook (paid)	25.00
Pro 10-9-29 paid	8.10
atty	3.00

Dec 9, 1929, Decd V.S. Sealy
Pro $3. docket fee.
Thurgood & Thurgood

Subpoena in Divorce.

And now, Aug. 31, 1929, subpoena awarded, Returnable to first Monday of October next. Per Curiam.
(Signed) O. Clare Kent, P.J.

Subpoena filed. Margaret Jones makes affidavit that she served the Subpoena in Divorce in this case upon Daniel H. Weber, the respondent, on Aug. 30, 1929, at Bonneauk Lake Park, Pa., by delivering to him a true and attested copy, and making known to him the contents thereof (See affidavit on Subpoena.)

And now, Oct. 7, 1929, Arden Mook, Esq. is appointed Master in this case. (See paper filed) Com. issued. Per Curiam

October 29 1929 Testimony and report of Master filed.

On Argument List for Nov. Term, 1929, No. 24

Dec. 7, 1929, After due consideration, a divorce is hereby decreed as prayed for, and it is hereby further ordered that the respondent, Daniel H. Weber, pay the costs of this proceeding. Per Curiam.

Decree:- And now, to wit: December 7, A.D. 1929, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed.

That the said Lela R. Weber be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Lela R. Weber, the libellant and the said Daniel H. Weber, the respondent.

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

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

Per Curiam

(See paper filed)

SEPTEMBER TERM, 1929

x 140	Venire for the first Monday of October, 1929 Issued Sept. 3, 1929. Bro. Greeley	Venire for 50 qualified persons to be Traverse Jurors for the Court of Common Pleas to be held the week beginning the first Monday of October next. Oct. 18, 1929. Venire returned with panel of jurors attached and return of service annexed

141	Venire for the Second Monday of October 1929 Issued Sept. 3, 1929. Pro. Greeley	Venire for 50 qualified persons to be Traverse Jurors at a Court of Common Pleas to be held in Crawford County the week beginning the Second Monday of October next. Oct. 18, 1929 Venire returned with panel of jurors attached and Sheriffs return annexed.

SEPTEMBER TERM, 1929

142	✓ Angie Gilson vs. ✓ Howard L. Rice Entered Sept 3, 1929. Tax Entry # 1.50 Costs on Trans. 3.00	Appeal by Defts. from Judgment of Peter B. Tarr, Alderman

W. J. Sideman
143

Charles William Rhodes
vs.
Edith Rhodes
Issued Sept. 3, 1929

Jay & work (Atty pd) 3.00
Stagg. Jones (Atty pd) 2.90
Shff. of McKean Co. (paid) 9.85
C.W. Benedict, Master (paid by Atty) 25.00
Pro. S. for Co. paid 12-3-29 8.10

Subpoena in Divorce

And now, September 3, 1929, Subpoena awarded, Returnable to first Monday of October, 1929. Per Curiam.

(Signed) O. Clare Kent, P.J.

Subpoena returned.

Served the within Subpoena in Divorce Sept. 9, 1929 upon Edith Rhodes, whom I know by her own admission to be the respondent within named, at No. 6 Howard Place in the City of Bradford, McKean County, Pa., by making known to her the contents thereof and by handing to her a true and attested copy of same personally So ans. E. E. Rhone, Sheriff of McKean County, Pa.

And now, Oct. 10, 1929, Chas. W. Benedict, Esq. is appointed Master in this case, to take testimony and make report to the Court. Per Curiam.

(See paper filed) Cert. of appointment issued.

Nov. 15, 1929 Testimony and report of Master filed.
On Arg. List for Nov. Term, 1929, No. 25.
Dec. 7, 1929, After due consideration, a divorce is decreed as prayed for. Per Curiam.

Decree.— And now, to-wit December 7, A.D. 1929 this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed.

That the said Charles William Rhodes be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between him, the said Charles William Rhodes, the libellant and the said Edith Rhodes, the respondent.

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

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

Per Curiam.

(See paper filed)

SEPTEMBER TERM, 1929

Stuart A. Culbertson 144	Elisha A. Richardson vs. Hester Williams Richardson Issued Sept. 3, 1929. Tax & work (Atty paid Sep 4, 1929) 3.00 Shff. Jones (Atty pd) 1.60 Shff Jones-alias 1.60 Shff Jones-prove (paid) 11.15 Ed. Johnson, Master pd 25.00 Pro Greely use of Cs pd 10.10 2-20-30 atty 3.00	Subpoena in Divorce And now, September 3, 1929, Subpoena awarded, returnable on the first Monday of October, 1929. Per Curiam Signed) O. Blare Kent P. J. Subpoena returned: Oct. 7, 1929, Non est inventus as to the within named respondent. So answers Chas. A. Jones, Shff. Oct. 7, 1929 Alias Subpoena in Divorce issued, returnable to Second Monday of November, 1929 Alias subpoena retd Nov. 11, 1929: Non est inventus as to the within named respondent. So answers C. A. Jones, Sheriff. Nov. 26, 1929, Order for proclamation issued, returnable 1st first Monday of January next. And now, Dec. 16, 1929.-- I have made proclamation in the above entitled case according to law, and caused the same to be published in the "Titusville Herald", a newspaper printed within my bailiwick for three times successively prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached. So answers Charles A. Jones, Sheriff. And now, Jan. 6, 1930, to Victor Johnson, Esq., is appointed Master to take testimony and make report to the Court. (See paper filed) Com. issued. Per Curiam. Feb 14 1930 Testimony and Report of Master filed On Argument List for Feb 24 1930 at No. 26 March 5, 1930, After due consideration, a divorce is decreed as prayed for. Per Curiam. Decree: And now to wit March 5, A. D. 1930, this cause came on to be heard on libel, subpoena, subsequent proceedings and evidence therein duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered adjudged and decreed That the said Elisha A. Richardson be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him, the said Elisha A. Richardson, the libellant and the said Hester Williams Richardson the respondent and that thereupon all and every the duties rights and claims accruing to either the said libellant or the said respondent at any time heretofore in pursuance of said marriage, shall cease and determine, 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. Berry Eckels ✓ 145	Dunlop Tire & Rubber Company, a corporation, vs. Roscoe Watson and Jolly Watson, co-partners under the firm name of Watson Brothers Issued Sept. 3, 1929 # Tax Clerk (Atty fd) 2.00 Sheff. Jones (Fd by Atty) 8.90	Summons in Assumpsit, Returnable to First Monday of October next. Sept. 3, 1929, Plaintiffs Statement of Claim Filed, and two copies certified. Writ returned: Served the within named defendants personally on Sept. 5, 1929 by handing to each of them a true and attested copy of the within summons, together with plaintiffs statement of claim. So answers, Chas. H. Jones, Sheriff.

SEPTEMBER TERM, 1929

Curtis L. Webb August Delp 146 J. E. Bonsall, Atty for Respondent. Oct. 7, 1929.	Mary T. Hatch vs Timothy C. Hatch Issued Sept. 3, 1929. Tax & writ (Atty paid) 3.00 ~~Edgargaret~~ Margaret Jones (Atty fee) 8.90	Subpoena in Divorce. And now, Sept. 3, 1929 Subpoena awarded, Returnable to first Monday of October, 1929. Per curiam (Signed) O. Clare Kent, P.J. Subpoena returned: Margaret Jones makes affidavit that she served the subpoena in Divorce in this case upon Timothy C. Hatch, the respondent, on Sept. 26, 1929 at Titusville, Pa., by delivering to him a true and attested copy, and making known to him the contents thereof. (See affidavit on Sub.) Oct. 7, 1929 Answer of respondent filed, and Service accepted by Attys for libellant. Respondent asks for a jury trial. And now, Oct. 21, 1929, upon petition of libellant presented in open court, rule to show cause granted why respondent should not be required to pay the libellant alimony pendente lite and counsel fees. Returnable first Monday of Nov. next. (See paper filed) Per Curiam Nov. 4, 1929 Answer of respondent to petition for alimony pendente lite, and counsel fees filed. Service accepted by Reppy Atty.

August Delp
147

Norton S. Cornell
vs
Adabelle Cornell
Issued Sept. 3, 1929.

Tax & writ (Atty pd)	3.00
Margaret Jones (Atty pd)	1.40
J.W. Smith, Master (Paid by Plff 12-12-29)	25.00
Pro. S. for Co. paid Atty	8.10
	3.00

Subpoena in Divorce
And now September 3, 1929 Subpoena awarded, Returnable to first Monday of October next. Per Curiam.
Signed O Blare Kent, P.J.

Subpoena retd. Margaret Jones makes affidavit that she served the Subpoena in Divorce in this case upon Adabelle Cornell, the respondent, on Sept. 27, 1929 in Springfield Tp., Erie County, Penna, by delivering to her a true and attested copy of said subpoena in divorce and making known to her the contents thereof. So answers Margaret Jones
(See affidavit on Subpoena)

And now, Oct. 7, 1929, James W. Smith Esq. is appointed Master in this case (See paper filed) Com. issued. Per Curiam

Nov. 11, 1929 Testimony and report of Master filed.

On Argument List for Nov. Term, 1929, No. 26.

Dec. 7, 1929, After due consideration, a divorce is decreed as prayed for. Per Curiam.

Decree:- And now, to wit, December 7, A.D. 1929, this cause came 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 Norton S. Cornell be divorced and forever separated from the nuptial ties and bonds of matrimony, theretofore contracted between him, the said Norton S. Cornell, the libellant, and the said Adabelle Cornell the respondent.

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

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

Per Curiam

(See paper filed)

J. Perry Eckels	John W. Allio and George F. Allio doing business as Allio Brothers,	Sept. 3, 1929, Petition of Plffs. for an order for sale of an automobile for repairs and storage, presented in open Court and filed.
148	vs.	And now, September 3, 1929, upon presentation of the foregoing petition and due consideration of the same, it is hereby ordered that the Oakland De Luxe Sedan, Model No. 185532, Motor No. L. 191780, be sold for payment of repair and storage charges due thereon to the above named plaintiff, and that notice of said sale be given in compliance with the Act of Assembly in such case made and provided, and a copy of said notice of sale shall be mailed to said defendant, at his last known post office address postage prepaid, by registered mail which said notice shall be mailed ten days before the date of said sale. Per Curiam. (See petition)
	Julius Marshall Entered Sept. 3, 1929 Pro. Speeley	

Thomas & Kiebort ✓
149

Dorothy A. Edge
vs
Joseph William Edge
Issued Sept. 4, 1929

	#
Jas. Swick (paid)	3.00
Shff. Jones (Atty fee)	3.10
Shff. Jones-alias (paid)	1.60
Shff. Jones-proc. (pd)	11.15
Otto A. Stolz, Master 2-14-30	25.00
Pay Greely Jury Copy	10.10
atty	3.00

Subpoena in Divorce and for custody of minor children, to wit, Albert aged 7 and Raymond aged 4.

And now, September 4, 1929, subpoena awarded. Returnable to first Monday of October next. Per curiam.

(Signed) O. Blare Kent, P.J.

Subpoena returned Oct. 7, 1929: Non est inventus as to the within named respondent. So answers

Chas. H. Jones, Sheriff

Oct. 8, 1929 Alias Subpoena in Divorce issued, returnable to next term

Alias subpoena returned Nov. 15, 1929:

Non est inventus as to the within named respondent. So answers,

Chas. Jones, Sheriff.

Nov. 19, 1929 Order issued for publication of Sheriffs proclamation, three times, returnable to first Monday of Jan. next

And now, Dec. 10, 1929,— I have made proclamation in the above entitled case according to law, and caused the same to be published in the Titusville Herald, a newspaper printed within my bailiwick, for three 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, Jan. 9, 1930, Otto A. Stolz, Esq., is appointed Master, as prayed for. Per Curiam. (See paper filed) Com. issued.

Feb. 8, 1930, Testimony and report of Master filed.

On Argument List for Feb. 24, 1930 at No. 27

March 5, 1930, After due consideration, a divorce is decreed as prayed for; Respondent, Joseph William Edge, is hereby ordered to pay costs of this proceeding; and the custody of Albert and Raymond Edge, minor children, is awarded libellant, Dorothy A. Edge. Per Curiam.

Decree: And now, to wit: Mar. 5, A. D. 1930 this cause coming on to be heard on libel, subpoena, subsequent proceedings and evidence therein duly taken and filed of record, and it appearing to 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 A. Edge be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Dorothy A. Edge the libellant, and the said Joseph William Edge. And that thereupon all and every the duties, rights and claims accruing to either the libellant or the said respondent by any time heretofore, in pursuance of said marriage, shall cease and determine; 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 minor children Albert Edge and Raymond Edge, be and the same is hereby awarded to the libellant the said Dorothy Edge. Per Curiam (see paper filed)

SEPTEMBER TERM, 1929

Curtis L. Webb
Staley & Bell
150
Kent & Mook

Frank Slavinski
vs.
Michael Slavinski
Entered Sept 4, 1929

	#
Tax & entry (paid)	2.00
Pro. S. for Co.	15.00
Jury-fee	4.00
Atty	3.00
Pro S vis	1.00

Summons in Assumpsit, Returnable to first Monday of October, 1929.

"And now, Sept. 4, 1929, come Kent & Mook, Attorneys for Defendant, and accept service of summons in the above entitled cause, with the same force and effect as though issued by the Prothonotary, and personally served by the Sheriff on the said defendant." (Signed) Kent & Mook, John S. Kent, (Sel praecipe) Attorneys for Defendant.

Oct. 29, 1929, Plaintiffs Statement of claim filed, and service by copy accepted by defendants attorneys.

And now, Nov. 4, 1929, On motion in open court, rule granted on plff. to show cause why the Statement of claim in the above entitled case should not be stricken off, returnable to fourth Monday of November, 1929, at 10 o'clock A. M.; all proceedings to stay meanwhile. (See paper filed) Service accepted. Per Curiam.

On Argument List for Nov Term, 1929, No. 10.

Nov. 26, 1929, By agreement of counsel, Rule to show cause discharged. Plaintiff to file amended statement of claim within thirty days from this date, with right in dependant to file affidavit of defense thereto as required by law. Per Curiam.

Janry 18, 1930, Plaintiffs amended Statement of claim filed.

Feb. 3, 1930, Affidavit of defence filed, Service of copy accepted by Plffs Atty.

Sept. 3, 1930, Plaintiffs reply filed.

On Trial List for 1st & 2d Mondays of Oct. 1930, No. 18

Oct. 11, 1930 Continued by consent.

On Trial List for 1st & 2d Mondays of Janry, 1931, No. 22

Jan. 9, 1931, Continued on application of Deft. Per Curiam.

On Trial List for 1st & 2d Mondays of March 1931 no 28

On Trial List for 1st & 2d Mondays of Oct. 1931, No. 18

And now, Oct. 10, 1931, Jury selected, called and sworn as follows: 1- Gilbert Heath, 2- Mrs. Nellie Krotzer, 3- William H. Hunter, 4- George Slattery, 5- Mrs. Lizzie Pappenfuse, 6- Helen Fassenmyer, 7- Mrs. Nellie McKee, 8- Mrs. C. E. Leffingwell, 9- Mrs. Russel Alsdorf, 10- Minnie Kirkpatrick, 11- Mrs. Earl Reimond, 12- Mrs Arthur Brown: twelve good and lawful persons who upon their solemn oaths which they have taken, say October 15, 1931, they find for the plaintiff in the sum of Five Hundred Forty-seven and 50/100 Dollars ($547.50). "Sl." page 80.

Oct. 19, 1931 Motion by Deft. for judgment N.O.V. filed

Now, Oct. 24, 1931, Rule to show cause is hereby granted nunc pro tunc as of Oct. 19th, 1931, and it is hereby ordered that the notes of testimony be transcribed and filed of record. Per Curiam. (See motion) Order issued to stenographer.

Dec 17-1931 Recd Twenty Dollars Costs and jury fee
V. L. Greeley Pro

Dec. 12, 1931 Recd. 5 cts Record costs this case, C. L. Webb

And now, December 12, 1931, this case having been settled, the prothonotary is directed to mark the same satisfied of record.
Curtis L. Webb
Staley & Bell
atty for Plff
atty for Plff.

SEPTEMBER TERM, 1929

151 b. Victor Johnson -	✓ F W Manning vs Thomas Thompson - and John Welch. Entered Sept 5, 1929 Tax tenty (Atty Fee) $ 1.50 Costs on Trans. 39.90	Appeal by Deft. Thomas Thompson from judgment of William G. Smith, Alderman.

SEPTEMBER TERM, 1929

Otto Kohler
152

Irene Lamb
vs.
James Lamb
Issued Sept. 5, 1929.

	#
Jay & writ (paid Sep. 11th/29)	3.00
Shff. Jones (Atty pd)	1.60
Shff. Jones-alias pd	1.60
Shff. Connell-proc. pd	11.15
J. W. Smith Master paid 5-20-30	25.00
Pro Greeley for Co pd	10.10
atty	3.00

Subpoena in Divorce and for custody of minor child, Patricia Lamb

And now, Sept. 5, 1929, Subpoena awarded, Returnable to first Monday of October. Per Curiam.
(Signed) O. Blare Kent, PJ

Subpoena retd Oct. 7, 1929: Non est inventus, as to the within named respondent. So answers
Chas. H. Jones, Sheriff.

Oct. 7, 1929, Alias subpoena in divorce issued, returnable to next term.

Alias subpoena returned Nov 11, 1929: Non est inventus as to the within named respondent, James Lamb.
So answers Chas. H. Jones, Sheriff.

April 1, 1930, Order issued for publication of Sheriff's proclamation, returnable to first Monday of May next.

And now, May 5, 1930, 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 three weeks successively prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached.
So answers, J. L. Connell, Sheriff

And now, May 15, 1930, J. W. Smith, Esq., is appointed Master to take testimony and make report. Per Curiam.
(See paper filed. Copy issued.)

May 16, 1930. Testimony and report of Master filed.

On Argt. List for May Term, 1930, No. 16.

Now, June 11, 1930, after due consideration, petitioner's prayer is hereby refused, and the libel is dismissed without prejudice to the libellant. Per Curiam. (See opinion of Court filed)

J. Berry Eckels ✓
153

Petition of Ray F. Smith for Satisfaction of a mortgage given by Henry Smith and Leland Smith, his wife, to James Daley, dated April 21, 1873, recorded in Mortgage Book "2," page 103. Entered Sept. 5, 1929.

	$
Pro. Greeley	5.00
Shff. Jones (Atty pd)	5.83

Sept. 5, 1929, Petition presented in open Court and filed.

And now, Sept. 5, 1929, the foregoing petition having been presented and duly considered, it is hereby ordered that the Sheriff give notice in the above proceedings to the said James Daley, by copy served personally or left at his place of residence, if found within the County, and to him and all other parties out of the county, if any, and to all unknown parties, if any, by public notice published in the Conneautville Courier once a week for four consecutive weeks, which notice shall briefly state the facts set forth in the petition, and require the parties to appear in this Court on the second Monday of November, 1929, at ten o'clock A.M., to show cause, if any you have, why the encumbrance of the said mortgage shall not be released and discharged from the said land; service of said notice as aforesaid to be made at least twenty days prior to the day designated for appearance. Per Curiam. (See petition)

Sept. 5, 1929, Order issued to Sheriff.

And now, Sept. 26, 1929, upon petition of attorney for petitioner, leave granted to amend the original petition in this proceeding, by striking therefrom the paragraph: "That there is no assignment of said mortgage of record in said Recorders Office," and substituting therefor the following: "That said mortgage was on the 19th day of May 1873, assigned to John b. Sturtevant, which assignment appears of record in the Recorders office of Crawford County, Pa., in Mortgage Book "2," page 104, and that there are no other assignments of record in said office." And the Sheriff is directed to give due and legal notice of the hearing in the above entitled matter to Paul Sturtevant, administrator of John b. Sturtevant, deceased, by registered mail. Per Curiam. (See paper filed)

Sept. 30, 1929, Order issued to Sheriff.

Nov. 1, 1929, Sheriffs return filed, with proof of publication and proof of service by registered mail attached.

Final Decree: And now, November 11, 1929, the Sheriff of Crawford County having returned that he was unable to find the said James Daley, or his legal representatives, or the holder or holders of the within mentioned mortgage in his bailiwick, and that in obedience to the said order of Court to the said Sheriff directed, a notice of the facts set fourth in the petition was advertised once a week for four consecutive weeks after the presentation of the said petition in the Conneautville Courier, a newspaper

Continued on page 501.

SEPTEMBER TERM, 1929

Sidney R. Miller
Donald C. Thompson

154 10-7-29
Thomas Furbaugh v.s.

10-12-1939 - Rec'd from pltf. heretofore $6.10 costs advanced, and this date $3.00 docket fee.
Donald C. Thompson, Atty.

A. L. Ipsalisch & Sons Lumber Company, a Pennsylvania corporation,

vs.

William John Gerdon

Issued Sept. 5, 1929

Jay Lovick (Atty Dec'd) 2.00
Shff. Jones (paid by P.C.) 4.10
Bro. Greeley (paid 10-12-39) 2.50
Atty 3.00

Summons in Assumpsit Returnable to first Monday of October next.

Sept. 5, 1929, Statement of claim filed and copy certified.

Writ returned: Served the within named defendant on Sept. 11, 1929 by handing to him personally a true and attested copy of the within summons and plaintiffs Statement of claim.

So answers Chas. N. Jones, Sheriff.

And now, March 15, 1930, upon praecipe of S. R. Miller, Esq. plaintiffs attorney, judgment is entered in the above stated action in favor of the plaintiff and against the defendant, for want of an affidavit of defense, and same is liquidated at the sum of Two thousand five hundred twenty-two and 66/100, with interest from date and with costs of suit. (See paper filed)

Debt $2522.66

Int. from March 15, 1930.

G. page 54. Judgment

W. L. Greeley, Prothy.

F. i. Fa No 3 nov Term 1930

And now, Octobers 12, 1939, Received $1406.82/100 being balance in full of the above judgment, debt, interest and all costs, and the prothonotary is hereby directed to satisfy same of record.

Donald C. Thompson, Atty. for Pltff.

J. Berry Eckels 155	Giant Portland Cement Company, a corporation, vs. W. S. Minimm Issued Sept 5, 1929 Jas Twist (Atty fd) $ 2.00 Shff Jones (Atty fd) 2.90	Summons in Assumpsit Returnable to first Monday of October next. Sept. 5, 1929, Statement of claim filed and copy certified. Writ returned. Served the within named defendant on Sept. 11, 1929, by handing to him personally a true and attested copy of the within summons and plaintiff's statement of claim. So answers, Chas H. Jones, Shff.

156

Earl B. Minnis, use of Mercer County State Bank, Sandy Lake, Pa., now for use of Anderson Bailey of Fairfield Township, Crawford County,

vs.

Harry D. Campbell & Bessie I. Campbell

Entered Sept. 6, 1929

Pro. Greeley (Deft. fd) # 2.25

Original Costs: Plff. 1.50

Of No. 104 September Term, 1924.

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 now due on the original judgment, with interest from June 6, 1929. #

Debt 500.00

Int. from June 6, 1929

Judgment

V. L. Greeley, Pro

Plff. 3.75.

Rec'd satisfaction of debt & costs of above judgment & direct the Prothy to satisfy same of Record this 4 March

Witness:

V. L. Greeley

Hannah Bailey

Anderson Bailey

✓ 157 Donald C. Thompson	W. A. Doane vs. B. L. Succop Entered Sept. 7, 1929. Jax Sentry (paid by Defts. Atty) 1.50 Costs on Grand (#2 paid by Defts Atty) 6.25	Appeal by Defts. from Judgment of William G. Smith, Alderman

SEPTEMBER TERM, 1929

158 Donald C. Thompson	Spiegel, May, Stern Company vs. Mrs. Josephine Brumm Entered Sept. 7, 1929 Tax & entry (paid by Defts. atty) .50 Costs on Trans. (by Sft.) 5.45	Appeal by Deft. from Judgment of A. L. Boynton, Alderman

John L. Spencer v.
159

J. Anna Emerson
vs.
George Emerson,
Issued Sept. 7, 1929

Tax + entry (Atty pd) 3.00
Shff. Jones (paid by Atty) 9.15
J. E. Bossard, Master Pd 12-14-29 25.00
Pro Greeley use of Co atty paid 8.10
atty 3.00

Subpoena in Divorce
And now, Sept. 7, 1929, Subpoena awarded, Returnable to first Monday of October next.
Per Curiam
(Signed) O. Clare Kent, P. J.

Subpoena returned: Margaret Jones makes affidavit that she served the subpoena in divorce in this case upon George Emerson, the respondent therein named on the 26th day of September, 1929, at Jackson Station, R.D. No. 3, near Waterford, Erie County, Penna., by delivering to him a true and attested copy of said Subpoena in Divorce, and making known to him the contents thereof.
(See affidavit on Subpoena)

And now, Oct. 17, 1929, Jefferson E. Bossard, Esq., is hereby appointed Master to take testimony and report to the Court, in the above case. Per Curiam. (See paper filed) Com. issued.

Nov 14 1929 Testimony and Report of Master filed.

On Argument List for Nov. Term, 1929, No. 27.

Dec. 7, 1929, After due consideration, a divorce is decreed as prayed for, and it is hereby further ordered that the respondent, George Emerson, pay the costs of this proceeding. Per Curiam.

Decree; — And now, to wit; December 7, A. D. 1929 this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed.

That the said J. Anna Emerson be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said J. Anna Emerson, the libellant and the said George Emerson the respondent.

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

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

Per Curiam

(See paper filed)

SEPTEMBER TERM, 1929

160 b. Victor Johnson	✓ Thomas L. Watson vs. Wm. Bleutge and Chas. Stokes, doing ✓ business as Stokes and Bleutge Entered Sept. 9, 1929 Tax & entry (pd by Dft) $ 1.50 Costs on Trans (pd by Dft.) 27.57	Appeal by Defts. from Judgment of William G. Smith, Alderman Oct. 25, 1930, Statement of claim filed. Copy certified.

J. Perry Eckels.	The Lincoln Electric Co.	Appeal by Defts. from Judgment of A.L. Boynton, Alderman.
161	vs.	Nov. 13, 1929, Statement of claim filed, and service accepted.
Thomas & Thomas.	Mercer Sand Company	Nov. 26, 1929, Affidavit of defense filed.
	Entered Sept. 9, 1929	Jan. 23, 1930, Appearance of J. Perry Eckels, Esq., for Plff. filed.
	Tax & entry (paid by Defts. Attys) 1.50	And now, Jan. 23, 1930, Plaintiff by Attorney enters a rule for a Commission to be issued to Herbert Toll, N.P. at No. 410 Leader Building, Cleveland, Ohio, to take testimony of witnesses to be read upon the trial of the above entitled cause. (See paper filed)
	Costs on Trans. (paid by Pff) 10.25	Jan. 24, 1930, Interrogatories filed.
	Bro. Greeley for Co. 10.00	Same day, Service of copy of rule and interrogatories accepted by Defts. Attys.
	Comr. Toll	On Trial List for first 2nd Mon. of March 1930 - No. 20
	atty 3.00	"Special."

March 13, 1930. Commission to Herbert Toll, N.P., issued.
On Trial List for 1st & 2d Monday of Oct. 1930, No. 1. "Special List."
On Trial List for 1st & 2d Mondays of Jan. 1931, No. 31.
On Trial List for 1st & 2d Mondays of Mar. 1931 No 38
On Trial List for 1st & 2d Mondays of Oct. 1931, No. 49.
On Trial List for 1st & 2nd Mons of Jan 1932 at No. 39
On Trial List for 1st & 2d Mons of March, 1932 at no 46

Thomas & Thomas	Petition of Nettie E. McEntire for Satisfaction of a mortgage made by James D. McEntire to David Dick, dated May 28, 1840, recorded in Mortgage Book "E", page 397. Entered Sept. 9, 1929. Pro. Greeley 12-16-29 paid 5.00 Shff. Jones (Att'y J.J.) 5.65	Sept. 9, 1929 Petition presented in open Court and filed. Order: And now, September 9, 1929, upon consideration of the foregoing petition, it is ordered and decreed that the High Sheriff of Crawford County serve a notice upon David Dick or upon his legal representatives, and upon the known holder or holders of the mortgage described in said petition, if they or any of them can be found in the same County, and have known residence, and if said parties are unknown and cannot be found, that he shall give public notice by advertisement of the facts set forth in the within petition once a week for four successive weeks after the presentation of this petition, in the Tribune-Republican, a newspaper published in the City of Meadville, Pa., commanding the said parties to appear before the said Court on Monday, November 4, 1929, 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 as within prayed for. Per Curiam. (See paper filed) Same day, Order issued to Sheriff. Dct. Nov. 4, 1929, Sheriff's return with proof of publication attached, filed. Final Decree: And now, November 4, 1929, the Sheriff of Crawford County having returned that he was unable to find the said David Dick or his legal representatives, or the holder or holders of the mortgage mentioned in this case in his bailiwick, and that in obedience to the said Order of Court to the said Sheriff directed, a notice of the facts set forth in the petition was advertised once a week for four (4) successive weeks after the presentation of the said petition, in the Tribune-Republican, a daily newspaper published in the City of Meadville, Pa., as appeared by a schedule of said advertisement and affidavit of its publication annexed to the return of the said Sheriff. And no person appearing to answer the said petition as aforesaid, and the Court being satisfied of the truth of the allegation of the said petition, it is, on motion of Thomas & Thomas, Attorneys for petitioner, ordered and decreed that the prayer of said petition be granted, and that satisfaction shall be entered by the Recorder of Deeds of Crawford County on the record of the mortgage given by James D. McEntire to David Dick dated May 28, 1840, and recorded in the office of the Recorder of Deeds of Crawford County, in — See margin —
Mortgage Book "E", page 397, for $663.45. (description omitted here, See Decree for same) on payment of the costs due relative to the entry of said satisfaction of said mortgage or any proceedings thereon, and upon presentation of a certified copy of the petition and decree in said case, to be filed by said Recorder of record. Which said satisfaction so entered and the filing of said record shall forever thereafter defeat, release and discharge said mortgage, and shall likewise bar all actions brought or to be brought thereon as fully and effectually to all intents and purposes, as if the satisfaction had been entered by the legal holder or holders of said mortgage. Per Curiam. (Signed) O. Blair Keat, P.J. (See paper filed) Nov. 4, 1929, Certified copy of decree issued.		

NOVEMBER TERM, 1929

Thomas + Kiebort ✓	Clarence E. Kline	Summons in Trespass, Returnable
2	vs.	to first Monday of October next
~~Thomas + Thomas~~ -	Edward F. Hopkins	Sept. 11, 1929 Plaintiffs Statement
	Issued Sept 11, 1929	of claim filed, and copy certified.
	Tax & writ (Plff. pd) # 2.00	~~Oct. 21, 1929 Thomas + Thomas Appear~~
	Shff. Jones	~~for Deft (See Papers filed)~~ - See Eq. Doc. 2 No. 339

Boland & Boland ✓ 3	Elmer Drake vs. Vick Alexander ✓ Issued Sept. 11, 1929 Jax & writ (Attys pd) 3.00 Shff. Jones (paid) 8.00 Bro. G. (paid Sept. 26 '29) 1.25	Replevin for One light colored Jersey cow, seven years old; Twenty hens and one rooster; One shoat; One spring tooth harrow; One set of single-trees; One log chain, One cross-cut saw; One mail box, and One single iron bedstead and mattress, of the value of One hundred thirty Dollars; Returnable to the First Monday of October next. Sept. 11, 1929 Affidavit of value filed. Same day, Plffs. bond with C. S. Peterson as surety, in the sum of $260.00, approved and filed. Same day Jax in Replevin filed and copy Certified. Writ returned: Served the within named defendant on Sept. 11, 1929 by handing to him a true and attested copy of the within writ and making the contents thereof known to him. The said deft. having failed to file the required bond within 72 hours from time of said service, the goods herein named were delivered into the hands of the plaintiff herein named. So answers Chas. H. Jones, Sheriff.

Bolard & Bolard 4 Chas. B. Steiner 11-8-29-11-19 Henry Eckels 11/11/30.	The Alemite Lubricator Company of Central New York Inc. vs Penn-Drake Distributing Company Issued Sept. 11, 1929 Tax writ 9-13-29 atty paid $3.00 Shff. Jones (Atty pd) 6.30 Pro. Greeley 4.75 Atty 3.00 Sat .25	Replevin for one P-25 Compressor 100 chasis, one Gear Flusher Deal (400# lubricant), one Spring Spray 10 Gal Penn Oil, and one H.M. 102 Dispensing outfit together with a 10 Gallon oil drum attached thereto, of the value of Two hundred fifty Dollars; Returnable to the First Monday of October, 1929. Sept. 11, 1929 Affidavit of value filed. Same day, Plaintiffs bond with United States Fidelity and Guaranty Company as surety, in the sum of $500.00, approved and filed. Same day, Narr in Replevin filed, and copy certified. Writ rtd: Served defendant upon its Manager, Evert Johnson, at Linesville, Pa. on Sept. 12, 1929, at 10 o'clock A.M. by handing to him a true and attested copy of the within writ, and making the contents thereof known to him. The property herein named being delivered into the hands of the plaintiff of this writ. So answers Chas. A. Jones, Shff. Oct. 10, 1929, Bond of defendant, with M. A. Henderson as surety, in the sum of $500.00, filed. Nov. 8, 1929, Rule on Deft. to plead in 15 days or judgment. Service accepted by Chas. B. Steiner, Esq. (See paper filed) Jany 6, 1930. Affidavit of defense filed. Jany 11, 1930, Demurrer to affidavit of defense filed. On Argument List for Feb 3rd. 1930 at No. 2 Feb. 27, 1930. Argued-C.A.V. Now, April 7, 1930, Plaintiffs demurrer to affidavit of defens is hereby sustained and judgment is hereby entered in favor of the plaintiff, the Alemite Lubricator Company of Central New York, Inc, against the defendant, Penn-Drake Distributing Company, in the sum of Two hundred fifty ($250) dollars, same being the value of the goods and chattels mentioned and described in the writ, and as determined by both plaintiffs and defendants bonds filed herein. (See opinion filed) Per Curiam Debt $250.00 Int. from April 7, 1930 Judgment. Corp. Jr. 52 V.L. Greeley, Prothy

Now May 13, 1930 Rec'd satisfaction in full of judgment, interest and costs, and authorize the Prothonotary to satisfy same,
Fred C. Bolard
atty for plaintiff.

Charles B. Stegner 5	Titusville Trust Company vs. Titusville Trust Company, Executor of the estate of O.W. Jones, late of Titusville, Pa., deceased Issued Sept. 12, 1929 Tax & Pro. G. 1/4/36 paid # 3.00 Shff. Jones (paid) 8.90	Summons in Assumpsit, Returnable to First Monday of October next Corp. p. 30; J. p. 5 Writ returned: Served the within named defendant, Titusville Trust Company on Sept. 16, 1929, by handing a true and attested copy of the within summons to R. J. Hopkins, Secretary and Treasurer thereof. So answers Chas. H. Jones, Shff.

NOVEMBER TERM, 1929

Chas. B. Stegner 6	G. M. Armagost vs. Titusville Trust Company, Executor of the estate of O. W. Jones, late of Titusville Pa., deceased Issued Sept. 12, 1929 Tax & Pro. G. 1/41 3.6 paid 3.00 Shff. Jones (paid) 8.90	Summons in Assumpsit Returnable to first Monday of October next Corp. p. 30. J. p. 5 Writ returned: Served the within named defendant, Titusville Trust Company, on Sept. 16, 1929, by handing a true and attested copy of the within summons to R. J. Hopkins, Secretary and Treasurer thereof. So answers Chas. H. Jones, Shff.

Thomas & Kiebort 7	Wm. L. Blair, Inc, vs. May Staab and Robert J. Staab, Sr., Defendants, and John Frisina and Domenick Cardinale, Garnishees Issued Sept. 13, 1929 Jay & writ (Atty fee) $2.75 Shff. Jones (paid) 3.30	Of No. 183 September Term, 1929 Attachment Execution, Returnable to First Monday of October 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 John Frisina and Domenick Cardinale, and to summon them as garnishees. Oct. 1, 1929, Writ returned by order of plaintiffs' attorneys.

NOVEMBER TERM, 1929

Curtis L. Webb 8	Sumner Gray vs. L. D. Johnson Issued Sept. 14, 1929 # Tax & writ (paid) 2.00 Shff Jones ---	Summons in Assumpsit, Returnable to the first Monday of October next. Now, Nov. 22, 1929. Writ returned in default of remitting advance costs for service of same. No service rendered. So answers Chas. H. Jones, Sheriff.

Thomas & Thomas vs. Stuart A. Culbertson	Philip Szarenyck vs. School District of Fairfield Township Entered Sept. 16, 1929 Jay & entry (paid) # 1.50 Costs on Trans (#6.50 pd by Plff) 13.50 Geo. S. for Co. 6.50 Atty 3.00	Appeal by Plaintiff from Judgment of James D. Roberts, Alderman. Sept. 16, 1929, Thomas & Thomas appear for plaintiff. (See paper filed) Sept 23 1929 Plaintiffs Statement of Claim filed. And now, Sept. 23, 1929, Stuart A. Culbertson, Esq., appears for Defts., and accepts service of a copy of Plffs. Statement of Claim. (See paper filed) Sept. 23, 1929 Agreement for trial without jury filed. Nov. 1, 1929 Affidavit of defense filed. Service accepted by Plffs. Attys. On Arg't. List for Nov. T'm. 1929 No. 6. Continued. On Arg't. List for May Term, 1930 No 7. June May 29, Evidence heard and pleas of counsel June 6, 1930. Stipulation of counsel as to certain facts as part of evidence filed. June 10 1930 Testimony and Charge of Court filed Now, January 5, 1931, we direct judgment to be entered in favor of the defendant, with costs. Per Curiam (See opinion of Court filed) Sz Fb. 36. Judgment. V.P.L. Greeley, Prothy. Jan. 14, 1931. Exceptions to the Courts findings and conclusions of Law filed.

NOVEMBER TERM, 1929

Leland J. Culbertson 10	William M. Kuhn vs. Celestine C. Kuhn Issued Sept. 16, 1929 Jas. Kirk (Atty pd) 3.00 Mrs. Cora E. Jones (Atty pd) 3.30	Subpoena in Divorce And now, Sept. 16, 1929, Subpoena awarded, returnable to the first Monday of November, 1929. Per Curiam. (Signed) O. Blare Kent, P.J. Writ returned: Mrs. Cora E. Jones makes affidavit: That she served the within Subpoena in Divorce upon Celestine C. Kuhn, the Respondent therein named, on the 28th day of Sept. 1929, at 1 o'clock, P.M., by delivering to her a true and attested copy of the within subpoena in divorce, at the home of her mother Mrs. Hottger, at R.D. 7, Meadville, Pa., and making known to her the contents thereof. (See affidavit attached to subpoena)

NOVEMBER TERM, 1929

Thomas & Kiebort vs Margaret M. Noel vs Dayton A. Noel Issued Sept. 16, 1929	Subpoena in Divorce And now, Sept. 16, 1929, Subpoena awarded, Returnable to first Monday of November next Per Curiam (Sgd) O. Blare Kent, P.J.	
Tax & writ (Atty pd) 3.00 Shff. Jones (Atty pd) 1.60 Dir. (pd Sept. 21/29) 1.00	Subpoena paid: And now, Sept. 21, 1929, Writ returned by order of plaintiffs Attorney. So answers D.A. Jones, Sheriff.	

Now Sept. 21, 1929, this case discontinued of record.

Thomas & Kiebort
Attys. for Libellant

J. Berry Eckels

12

W. E. Beatty and Lucretia Beatty, his wife, for the use of Otto Kohler

vs.

H. O. Holcomb, mortgagor, with notice to James S. Hotchkiss, Homer S. Tripp, Robert B. Porter, and R. H. Sherman, grantees in a certain instrument executed by mortgagor, dated April 5, 1929, recorded in Deed Book 262, p. 344

Issued April 17, 1929

Tax & Pro. (Plff. paid)	3.50
Rec. Hood	.50
Shff. Jones (paid by Atty)	16.30
Pro. Greeley	3.50
Atty	3.00

Scire Facias sur Mortgage recorded in Mortgage Book Vol. 80, page 241; Returnable to the first Monday of October next.

Now, Sept. 16, 1929, On motion in open court, leave is given plaintiff, Otto Kohler, to issue Scire Facias sur Mortgage and to serve the same upon the grantees named in the accompanying affidavit, to wit, James S. Hotchkiss, Homer S. Tripp, Robert B. Porter and R. H. Sherman.

(See paper filed) Per Curiam

Sept. 17, 1929, Statement and affidavit of claim filed.

Sept. 17, 1929, Affidavit as to ownership of land filed.

Writ returned:

(a) And now, September 25, 1929, - I hereby accept service of the within writ, with the same force and effect as though served upon me by the Sheriff of Mercer County, Penna, pursuant to the Act of Assembly governing such service in this Commonwealth.

(Signed) Robert B. Porter.

(b) And now, October 3, 1929, Writ returned. Served James S. Hotchkiss, Homer S. Tripp, R. H. Sherman, grantees as herein named, on Sept. 20, 1929, at their place of business, to wit, Mead Av., Merchants National Bank, Water St., and Shermans Bakery, S. Main St., respectively, in the City of Meadville, Crawford County, Pa., by handing to each of them personally a true and attested copy of the within writ, and making known to them the contents thereof. Served H. O. Holcomb, mortgagor, together with copy of Statement of claim, on the same date in the same manner, at the Viscose Plant, Vernon Tp., county and State aforesaid. Robert B. Porter accepts service as above indicated.

So answers Chas. H. Jones, Sheriff.

And now, October 10, 1929, On motion in open court, judgment is granted against H. O. Holcomb, mortgagor, and James S. Hotchkiss, Homer S. Tripp, Robert B. Porter and R. H. Sherman, terre tenants, in default of an appearance. Per Curiam (See paper filed)

Oct. 11, 1929, Judgment liquidated at the sum of Six thousand six hundred fifty nine and 17/100 Dollars, with costs of suit. (See paper filed)

Debt #6659.17

Int. from Oct. 11, 1929

Judgment

No. 1 pp. 51 & 53; T. p. 33; Pp. 96; Sh. p. 62.

V. L. Greeley, Prothy.

Lev. Fac. to No. 59 Nov. Term, 1929.

Nov. 19, 1929 The above judgment satisfied (See Lev. Fac. file)

Thomas & Thomas

13

Crawford County Trust Company, Assignee of Effie W. Miller,
vs.
Effie Miller and Lawrence J. Miller, Mortgagors, and Donald G. Thompson, Terre Tenant, and William M. Miller and Fred J. Miller, Terre Tenants.
Issued Sept. 18, 1929

Tax & writ (Atty pd)	$ 3.00
Rec. Hood	.50
Sheff. Jones (paid)	9.70
Pro. Greeley	2.50
Atty	3.00

Scire Facias sur Mortgage recorded in Mortgage Book No. 100, page 173. Returnable to first Monday of October next.

Sept. 18, 1929 Statement of claim and affidavit of ownership filed.

Writ returned: Served the within named mortgagors, Effie Miller and Lawrence J. Miller on Oct. 1, 1929, the said Effie Miller at her place of residence, and Lawrence J. Miller at the court-house; Donald G. Thompson, terre tenant, at the court-house on Sept. 19, 1929; also, Fred J. Miller, terre tenant, at the said court-house on Sept. 30, 1929; William M. Miller, terre tenant, on Oct. 1, 1929, at his residence, 482 Chestnut St., all of whom were served in the City of Meadville, Pa., at the aforesaid addresses, by handing to each of them, in the manner stated, a true and attested copy of the within writ and making the contents thereof known to them.

So answers Chas. H. Jones, Sheriff.

And now, Dec. 18, 1929 Upon praecipe of plaintiffs attorneys, judgment is entered in favor of plaintiff and against the defendants for want of an appearance and for want of an affidavit of defense, and liquidated at the sum of Eleven hundred thirty-eight and 20/100 Dollars. (See paper filed)

Debt $ 1138.20
Int. from Dec. 18, 1929

Judgment
W. L. Greeley, Prothy.

Mtg. pp. 27, 79, 96, 98 & 105 p. 25.

Lev. Fac. to No. 47 Feb. Term, 1930

Thomas & Thomas	✓ Crawford County Trust Company,	Scire Facias sur Mortgage recorded in Mortgage Book No. 141, page 71. Returnable to the first Monday of October next.
14	vs.	Sept. 18, 1929, Statement of claim and affidavit as to owners of land filed.
	✓ William M. Miller,	Writ returned: Now, October 7, 1929, writ returned. Served the within
	✓ Fred J. Miller,	named William M. Miller, individually, and as adult member of the
	✓ Laurence J. Miller,	family of Effie Miller, his mother,
	✓ Effie Miller,	at his place of residence, No 482, Chestnut Street, on October 1, 1929; served
	✓ Eleanor M. Hanson	Fred J. Miller and Laurence J. Miller
	✓ and D. Hervey Hanson,	on October 1st, and Donald C. Thompson
	Mortgagors, and	on Sept. 19, 1929, at the court-house,
	Donald C. Thompson,	Meadville, Crawford County, Pa., at the
	Terre Tenant.	aforesaid addresses, by handing to
	Issued Sept. 18, 1929.	them in the manner stated, a
	#	true and attested copy of the within writ, and making
	Tax & writ (Atty. fee) 3.00	the contents thereof known to them. Nihil habet as
	Rec. Hood .50	to the within named Eleanor M. Hanson and D. Hervey
	Sheff. Jones (paid by atty) 1.30	Hanson, mortgagors. So answers Chas. H. Jones, Sheriff.
	~~Sheff. Jones alias (paid by atty)~~ 2.50	Oct. 17, 1929, Alias Sci. Fa. sur Mortgage issued as to Eleanor
	Pro. 5.50	M. Hanson and D. Hervey Hanson, Returnable to first
	~~Atty~~ 3.00	Monday of November next.

Alias writ returned Nov. 4, 1929: Nihil habet as to the within named defendants Eleanor M. Hanson and D. Hervey Hanson.

So answers Chas. H. Jones, Sheriff.

And now, Dec. 18, 1929 Upon praecipe of plaintiff's attorneys, judgment is entered in the above case in favor of the plaintiff and against the defendants, for want of an appearance and for want of an affidavit of defense, and liquidated at the sum of Five thousand seven hundred thirteen and 25/100 Dollars. (See papers filed)

Debt # 5713.25

Int. from Dec. 18, 1929

M pages 96, 98, 74 to 78, 84 Fp. 25

1 - Judgment.

V. L. Greeley, Prothy.

Lev. Fac to No. 48 Feb. Term, 1930.

W. J. Sirdevan
15

Karl Oswald Woerner
vs
Clara Johnson Woerner
Issued Sept. 18, 1929.

Tax & writ (Atty's fd)		3.00
Shff. Jones Pd		2.90
Geo. F. Brown, Master		25.00
Shff. Skelly, paid 12-3-29		8.50
Pro. Gresley for Co. pd.		8.10
Atty,		3.00

Subpoena in Divorce
And now, Sept. 18, 1929, Subpoena awarded, Returnable first Monday of November, 1929. Per Curiam
(Signed) O. Clare Kent P. J.
Subpoena returned: Affidavit of O. Skelly filed that "he served the within Subpoena in Divorce on the within named respondent, Clara Johnson Woerner, on Sept. 24, 1929, at 2 o'clock P. M. at residence in Pinegrove Twp., Venango County, Pa., by handing to her personally a true and attested copy, and reading and making known to her the contents thereof. Sgd. answers O. Skelly, Sheriff, Venango Co. Pa.
(See affidavit on Subpoena)
And now, Nov. 11, 1929, George F. Brown, Esq., is appointed Master to take the testimony of the libellant and his witnesses, and report same to the court with his findings of fact and conclusions of law. Per Curiam. (See paper filed) Com. issued.
On Argument List for Nov. Term, 1929, No. 28.
Nov. 15, 1929, Testimony and report of Master, filed.
Dec. 14, 1929, After due consideration, a divorce is decreed as prayed for. Per Curiam.
Decree: And now, to wit: December 14, A. D. 1929, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed,
That the said Carl Oswald Woerner be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between him, the said Carl Oswald Woerner, the libellant, and the said Clara Johnson Woerner, the respondent.
And that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage, shall cease and determine;
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)

August Delp 16

Mary Lillayan
vs.
Yanco Lillayan
Issued Sept. 19, 1929

Jay & writ paid 12-11-29 # 3.00
Shff Jones (paid) 1.60
Shff Jones-alias (paid) 1.60
Shff Connell-prov. pd 11.15
Master Boland pd 2-12-30 25.00
Pro Prothy fee of Co. pd 10.10
atty 3.00

Subpoena in Divorce
And now, Sept. 19, 1929, subpoena awarded, returnable first Monday of November, 1929. Per Curiam.
(Signed) O. Blair Kent P.J.
Writ retd Nov. 4, 1929: Non est inventus as to the within named respondent.
So answers Chas. A. Jones, Shff.
Nov. 4, 1930, Alias subpoena in divorce issued, returnable to first Monday of Janry, 1930.
Alias Subpoena retd Jan. 6, 1930: Non est inventus as to within named respondent.
So answers Chas. A. Jones, Sheriff
Jan. 6, 1930, Order issued for publication of Shff's proclamation, returnable to second Monday of February next.
And now, Feb. 10, 1930, I, J. L. Connell, 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 Titusville Herald, a newspaper printed within my bailiwick for three weeks successively prior to return day thereof as per copy of said proclamation and proof of publication hereto attached. So answers, J. L. Connell, Sheriff
And now Feb 10, 1930 Fred C. Boland Esq. is appointed Master (See paper filed) Per Curiam Com. issued
Feb 12 1930 Testimony and Report of Master filed.
On Argument List for Feb. 24, 1930 at No. 28
March 5, 1930, After due consideration, a divorce is decreed as prayed for, and the respondent Yanco Lillayan, is hereby ordered to pay the costs of this proceeding. Per Curiam
Decree. And now, to wit March 5, 1930 A. D. 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 this Court that the causes set forth in said libel are true, it is by the Court ordered adjudged and decreed. That the said Mary Lillayan be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her, the said Mary Lillayan, the libellant and the said Yanco Lillayan, the respondent. And that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage, shall cease and determine;
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

17	In re Victor Johnson	Commonwealth of Pennsylvania ex rel. Gerald F. Denison & Morton L. Denison, by their next friend and father, Kenneth B. Denison, vs. Mrs. Lottie A. Jannet and Mrs Lucy Lang. Issued Sept. 20, 1929. Pro. Greeley (paid) $2.00. Shff. Jones ($1.50 pd) 5.70. Pro. Greeley, Pro. Slayton 6/15/38 Pd. $2.50

Habeas corpus for the custody of children.

Now, September 20, 1929, upon presentation of the above and foregoing petition, it is ordered that a writ of Habeas corpus issue in this case as prayed for, and that the same be directed to Lottie A. Jannet and Lucy Lang, and be issued in the usual form by V. L. Greeley, Esq., Prothonotary of said Court, and that the said Lottie A. Jannet and the said Lucy Lang show cause, if any they have, why the said Gerald F. Denison and Morton L. Denison should not be relieved of the alleged restraint, and why they should not be delivered into the custody of their father, Kenneth B. Denison, or to some other proper person or institution. This writ of Habeas corpus is returnable at 10 o'clock A. M., on the 30th of September, 1929, in Court at Meadville, Pa., before me, the President Judge in and for said County of Crawford.

Per Curiam.

(See petition filed) O. Clare Kent, President Judge.

Writ returned: Served Mrs. Lottie Jannet personally at the Western Union office, Chestnut Street, Meadville, Pa., Sept. 21, 1929; served on Mrs. Lucy Lang personally at her residence No. 12, Williams Street, Meadville, Pa., Sept. 21, 1929, by handing to each of them a true and attested copy of within writ, and making known to them the contents thereof.

So answers Charles H. Jones, Sheriff.

And now, Sept. 30, 1929, This case came on to be heard in open Court. Evidence of witnesses was taken and arguments of counsel heard.

Order of Court: Now, September 30, 1929, after hearing had in the above stated case, upon careful consideration of all the evidence introduced therein, as well as arguments of counsel, considering that it is the duty of the Court in such cases to be governed by what, in our judicial discretion, is for the best interests of the children involved, it is hereby ordered that the action of the Court entered March 12, 1926, in proceedings at No. 71 September Term, 1925, in the Court of Common Pleas of Crawford County, Pa., awarding the custody of the children, Gerald F. Denison and Morton L. Denison to Lottie A. Denison, now Lottie A. Jannet, be and remain in full force and virtue, with the direction that said children be placed in the care and custody of the Bethesda Home, there to remain until further order of this Court.

That the Order of Court entered September 30, 1926 at No. 39

Continued on page 594.

Leland J. Culbertson 18	Amanda A. Wilson, now to the use of ✓ Frank P. Wilson vs. ✓ Charles H. Stallsmith ✓ and Susie E. Stallsmith, his wife. Issued Sept. 20, 1929 # Tax & writ (Atty fd) 2.75 Rec. Hood .50 Stff. Jones (paid) 4.60 Grs. Greeley 2.25 Atty. 3.00	Scire Facias sur Mortgage recorded in Mortgage Book Vol. 93, page 545 Returnable to first Monday of October next. Sept. 20, 1929 Statement of claim and affidavit of ownership filed. Writ returned: Served the within named Chas. H. Stallsmith by an adult member of his family, namely, his wife, Susie E. Stallsmith, and served Susie E. Stallsmith individually on Sept. 30, 1929, at her place of residence in Vernon Township, Crawford County, Ga., by handing to her true and attested copies of the within writ, and making the contents thereof known to her. So answers Chas A. Jones, Stff. October 12, 1929. On motion of Plffs. attorney, judgment is entered against defendant for want of an appearance, and liquidated at the sum of One thousand two hundred ten and 15/100 Dollars. (See paper filed) Debt $1210.15 Int. from Oct. 12, 1929. Judgment. V. L. Greeley, Prothy. St. pages 68 & 30. Lev. Fac. to No. 64 Nov. Term, 1929 Nov. 14, 1929 Above judgment satisfied (See Lev. Fac.)

Bryan & Evans

19

Linda B. Tolbert, use of Ed Deriar, now to the use of L. J. Bryan, Executor of the estate of Mary E. Craig, decd.
vs.
G. A. Snyder and John Snyder
Issued Sept. 23, 1929.

Tax & writ, etc. (Pd by Plff Oct. 1, 1929)		3.25
Ref. Hood		.50
Shff. Jones (Atty fee)		2.50
Shff. Jones-alias (paid)		2.50
Pro. Greeley-alias (paid 2-21-30)		2.00
Pro. Greeley		4.50

Scire Facias sur Mortgage recorded in Mortgage Book No. 127, page 497. Returnable to first Monday of October next

Now, to wit, Sept. 23, 1929, comes L. J. Bryan, Executor of the estate of Mary E. Craig, by his attorneys, Bryan & Evans, and suggests the death of Mary E. Craig, and the substitution of L. J. Bryan, Executor, as will more fully appear by reference to certificate filed in the office of the Register of Wills of Crawford County, Penna. (See paper filed)

Sept. 28, 1929. Affidavit of ownership filed.

Writ returned Oct. 7, 1929: Nihil habet as to the within named G. A. Snyder and John Snyder, defendants named herein. So answers, C. H. Jones, Sheriff.

Oct. 21, 1929, Alias Sci. Fa. sur Mortgage issued, returnable to Second Monday in Nov. 1929.

Alias Sci. Fa. returned: Nov. 11, 1929, Nihil habet as to the within named defendants. So answers Chas. H. Jones, Shff.

And now, Feb. 24, 1930, on motion of plaintiff's attorney judgment is entered in favor of plaintiffs and against the defendants, for the want of an affidavit of defence, and for the want of appearance, and liquidated as follows (See paper filed)

Debt	$302.25
Collection fee	15.00
Int from Aug 2, 1925 to 2/24/30	81.60
Sn. 14 Total	398.85

With Int from Feb 2, 1930

Judgment

T. L. Greeley

Lev. Fac 24 May Dr. 1930

20	✓ The First National Bank of Conneaut Lake, Pa., vs. Joe Lindsley Entered Sep. 23, 1929. Pro. Greeley (Deft. pd) # 2.25	Of No. 153 September Term, 1924 Amicable Scire Facias sur Judgment. It is agreed that the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment, with the same effect, as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said county, and duly so returned; And that a judgment be entered thereon in favor of the plaintiff and against the defendant with all the waivers and conditions contained in the original judgment note, for the sum of Two Hundred and thirty-five Dollars, with interest thereon from Sept 19, 1929, being the amount now due on the original judgment Debt # 235.00 Int. from Sept. 19, 1929. L. p. 11. Judgment W. L. Greeley, Pro Jan. 6/1930 Rec'd satisfaction in full of above debt, judgment and cost 1st National Bank by P. M. Fisher Attys for

Thomas & Kiebort
21

v. Rae Teson
vs.
William Teson
Issued Sept. 23, 1929

	$
Tax & writ (Pd by Lib.) 10/11/29	3.00
Shff. Jones (paid)	1.60
Shff. Jones-alias (pd)	1.60
Shff. Connell-al. proc. (attys pd)	11.15
Spencer, Master (paid) 11/21/35	25.00
Bro. Greeley paid	10.10
Atty	3.00

Subpoena in Divorce and for the custody of minor children, to wit: John aged 16 years, Ruth aged 11 years, Warren aged 7 years, and Jean aged 5 years.

And now, Sept. 23, 1929, Subpoena awarded, Returnable to the first Monday of November next. Per Curiam.

(Signed) O. Clare Kent, P.J.

Subpoena retd: Nov. 4, 1929, Non est inventus as to the within named respondent. So answers Chas. H. Jones, Shff.

Nov. 19, 1929 Alias subpoena in divorce issued, returnable to first Monday of January next.

Alias Subpoena retd Jan. 6, 1930: Non est inventus as to the within named respondent. So answers C. H. Jones, Sheriff.

Janry 9, 1930, Order issued for publication of Sheriffs proclamation, returnable to next term.

Now Mar. 3, 1930, Writ returned in default of remitting advance costs for service of same. No service rendered. So answers J. L. Connell, Sheriff.

June 22, 1935, Order issued for publication of Alias Proclamation, returnable first Monday of August 1935.

Alias order for Proc. returned: And now, August 5, 1935, I, H. A. Nichols, Sheriff of Crawford County, do hereby certify, and make return, That I have made alias proclamation in the above entitled case according to law, and caused the same to be published in the Enterprise-News, Cambridge Springs, Pa., a newspaper printed within my bailiwick, once a week for three successive weeks prior to return day thereof, as per copy of said alias proclamation and proof of publication hereto attached. So answers H. A. Nichols, Sheriff.

And now, Sep. 3, 1935, John L. Spencer, Esq., is appointed Master to take testimony in the above entitled case. Per Curiam.

(See paper filed) Com. issued.

Sept. 13, 1935, Testimony and report of Master filed.

On Argt. List for Sep. Term, 1935, No. 16.

On Argt. List for Nov. Term, 1935, No. 27.

ordered, adjudged and decreed, That the said Rae Teson be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between her the said Rae Teson, the libellant, and the said William Teson the respondent; and that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent, at any time heretofore in pursuance of said marriage, shall cease and determine; 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 Ruth Teson, Warren Teson and Jean Teson, minor children of the parties, be and the same is hereby awarded to the said libellant, Rae Teson. Per Curiam. See paper filed

Nov. 30, 1935. After due consideration a divorce is decreed as prayed for, the respondent, William Teson, is ordered to pay the costs of this proceeding and the custody of minor children Ruth, Warren and Jean Teson, is awarded to the libellant, Rae Teson, as prayed for. Per Curiam,

O. Clare Kent, P. J.

Decree, And now, to-wit: November 30, A. D. 1935, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court

(continued in margin.)

NOVEMBER TERM, 1929

Leland J. Gulbertson

22

Leland J. Gulbertson,
Administrator d.b.n.,
c.t.a. of estate of Amanda A.
Wilson, deceased,

vs.

J. H. Stallsmith and
Susie Stallsmith

Issued Sept. 25, 1929

		#
Pro. Greeley (Atty pd)		2.25
Shff Jones pd 12-5-29		3.60
Pro. G. for Co. pd		2.50
Atty		3.00
Shff on Orig.		1.60
Sat	pd	.25

Of No. 371 February Term, 1921.

Scire Facias to revive and continue the lien of the above judgment Returnable to first Monday of October next

St. fyi. 68 & 30.

Writ returned: Served the within J. H. Stallsmith upon an adult member of his family, namely, Susie Stallsmith, and served Susie Stallsmith individually, on Sept. 30, 1929, by handing to her personally a true and attested copy of the within writ, and making the contents thereof known to her.

So answers Chas. A. Jones, Shff.

And now, Oct. 24, 1929, On motion of Plaintiff's Attorney, judgment is entered against the defendants for want of an appearance and an affidavit of defence, and liquidated at the sum of Six hundred thirty-six and 56/100 Dollars

(See paper filed)

	#
Debt (including #30.31 Atty Com)	636.56
Int. from Oct. 24, 1929	

St. fyi. 68 & 69.

Judgment
V. L. Greeley, Prothy

Oct. 30-1929 rec'd satisfaction in full of debt, interest & costs of above judgment & direct the Prothy to satisfy same of Record.

Wilmuth J. Wilbertson, Admr. D.B.N.
Amanda A. Wilson, decd.

S. R. Miller

23

The National Bank of Union City, Pa.,
vs
Jacob L. Balsar and
Elnora Balsar
Entered Sept. 27, 1929

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

Original Costs:
Tax & entry, paid by Atty. 1.50
Atty S. R. Miller 3.00

Of No. 243 September Term 1924.
Amicable Scire Facias sur Judgment.
It is agreed That the Prothonotary of said Court enter an amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendants by the Sheriff of said county, and duly so returned; and that a judgment be entered thereon in favor of the plaintiffs and against the defendants, with all the waivers and conditions contained in the original judgment note, for the sum of One hundred ninety Dollars, being the amount of debt interest and costs now due on the original judgment.

Debt # 190.00
Int. from Aug. 20, 1924.

Ba. fpk. 19455

Judgment
V. L. Greeley, Prothy.

Thomas & Thomas 24	Crawford Realty Company vs. Fred J. Holden Entered, Sept 27, 1929 Tax & Prs. Cs. (Attys pd) $3.00	Ejectment for one and sixty-three one-hundredths (1.63) acres of land, more or less, in Venango Township (described at length in praecipe filed). Returnable to first Monday of October next. Sept. 27, 1929, Affidavit as to claimant to the land filed. "And now, September 25, 1929, I, the above named, Defendant, hereby appear in said case and waive the issuing of a summons therein, and accept service thereof, with the same force and effect as if a summons had been duly issued, and served by the Sheriff and return thereof made and duly sworn to by said Sheriff. I also admit that I am in possession of the above described property, and that I have also this day received a copy of Plaintiff's Declaration and Abstract of Title." (Signed) F. J. Holden, Defendant (See Praecipe) September 27, 1929, Plaintiffs Declaration and Abstract of Title, filed. And now, Sept. 27, 1929, Rule entered on Deft. to admit or traverse the title and facts contained in Plaintiffs abstract and to file an abstract of the title or facts on which he relies for his defense within twenty days from service thereof upon him, or judgment. (See paper filed) Rule issued

Stuart A. Culbertson / 25.
Thomas & Thomas for Resp

Howard R. Kincaid, Libellant,
vs.
Isabelle Rice Kincaid, Respondent.
Ben Haley Corespondent. /
Issued Sept. 27, 1929

Tax & writ (Atty. pd) 3.00
Margaret Jones (Pd by Atty) 7.25

Subpoena in Divorce
And now, Sept. 27, 1929, Subpoena awarded, Returnable to the first Monday of November next.
Per Curiam.
(Signed) O. Clare Kent, P.J.

Subpoena returned: Margaret Jones makes affidavit, "That she served the within subpoena in divorce upon Isabelle Rice Kincaid, the respondent named herein, on October 26, 1929, at 3:40 o'clock P.M., at her place of employment, Bartlett Hotel, Cambridge Springs, Pa., and also on the aforesaid date, at 3:35 o'clock P.M., served Ben Haley, co respondent, at the Wall Street Barber Shop, Cambridge Springs, Pa., both of whom were found, and served by handing to each of them personally a true and attested copy of within subpoena in divorce and making known to them the contents thereof. Your affiant further states that their identity was learned by their own admission." (See affr. attached to Subpoena)

Nov. 4, 1929, Thomas & Thomas appear for respondent. (See paper filed)

And now, Nov. 4, 1929, Upon petition of respondent, presented in open court, rule to show cause granted why alimony pendente lite, expenses and counsel fees of respondent should not be ordered to be paid by libellant. (See paper filed)
Per Curiam

26

D. E. Findley
vs.
L. A. Van Buren and
Edna L. Van Buren
Entered Sept 28, 1929

Gro. Greeley (Plff. pd) $ 2.25

Orig'l costs (Plff. pd) 1.50

Of No. 145 May Term, 1923
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, with interest thereon from June 5, 1929, being the amount of debt, interest and costs now due on the original judgment.

Debt $200.00
Int. from June 5, 1929
Judgment
W. L. Greeley Pro

V. pp. 2 & 10

March 25 1930, Received satisfaction in full of above judgment debt, interest and costs.

D. E. Findley

27	Mrs. Carrie Prather, now use of E. W. Prather vs. J. N. Rigby Entered Sept. 28, 1929 Geo. Greeley (Deft. paid) $ 2.25	Of No. 218 September Term, 1924. 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 ten Dollars, being the amount of debt, interest and costs now due on the original judgment. Debt $ 410.00 Int. from Oct. 14, 1929. Ni. page 29. Judgment V. L. Greeley, Pro.

Feb 20 1933 received satisfaction of above judgment, interest and costs Prothonotary is directed to mark same satisfied
E. W. Prather

NOVEMBER TERM, 1929

Kent & Mook ✓ 28 Thomas Richard ✓ 10-29-29	Iseman Iseman vs. Jennie Melhado Issued Sept. 30, 1929 Tax & writ (Beff. pd) #2.00 Sheff. Jones (Pd by Sheff) 3.10 Geo. Greeley for Sheff 10-7-30 5.25 atty 3.00	Summons in Trespass; Returnable to the First Monday in November, 1929 Sept. 30, 1929, Plaintiffs statement filed and copy certified. Writ returned: And now, Sept. 30, 1929, served on Jennie Melhado personally, at her place of business Boston Store, Water St. Meadville, Pa., at 2.45 P.M. by handing to her a true and attested copy of within summons together with statement of claim, and by making contents thereof known to her. So answers Chas. H. Jones, Sheriff. Nov. 16, 1929, Deft. by her Atty pleads Not guilty. (See paper filed) Old Trial List for 1st & 2nd Mon. Mar. 1930 - No. 27 On Trial List for 1st & 2d Monday of Oct. 1930 No. 63

And now Oct 14, 1930, the above action is hereby discontinued and marked settled of record.

Kent & Mook,
Attys for Plaintiff

Kent & Mook 10-29-29 29 Thomas & Filbert	Iseman Iseman vs. Charles A Melhado Issued Sept. 30, 1929 Tax writ (Plff. pd) #2.00 Shff. Jones (Plff. pd) 3.10 Bro. Greeley for Co. 10-14-30 pd Plff 5.25 atty 3.00	Summons in Assumpsit, Returnable to first Monday of November next. Sept. 30, 1929, Plaintiffs statement filed, and copy certified. Writ returned: And now, Sept. 30, 1929, at 2:45 P.M., served copy of within summons together with statement of claim on Charles L. Melhado, at his place of business, Boston Store, Water St., Meadville, Pa., by handing to him true and attested copies and making contents thereof known to him. So answers, Chas. A. Jones, Shff. Nov. 11, 1929, Affidavit of defense filed. On Trial List for 1st & 2nd Mon. of Mar. 1930- No. 28 On Trial List for 1st & 2d Mon. of Oct. 1930, No. 4

And now, Oct 14, 1930, the above action is hereby discontinued and marked settled of record.

Kent & Mook

Attys for plaintiff

Thomas & Kiebort 30	Bessie Baumbach vs. Henry L. Baumbach Issued Sept. 30, 1929 10-1-29 # Tax & writ atty pd. 3.00 Sheff. Jones (paid) 1.60 Sheff. Jones - alias (pd) 10.50 Wesley B. Best, Master 25.00 2-5-30 Pro Prothy use & cs pd 9.10	Subpoena in Divorce and for custody of children, - Ruth 9 years of age and Robert 11 years of age. And now Sept. 30, 1929, Subpoena awarded, Returnable to next term. Per Curiam, (Signed) O. Clare Kent, P.J. Subpoena returned Nov. 11, 1929: Non est inventus as to the within named respondent. So answers D.A. Jones, Sheriff. Nov. 19, 1929. Alias subpoena in divorce issued, returnable to first Monday of January Alias Subpoena returned: Dora E. Jones makes affidavit: That she served the within Subpoena in Divorce upon Henry L. Baumbach, the respondent therein named on Dec. 3, 1929, by delivering to him a true and attested copy of the within Subpoena in Divorce, at No. 4 Lincoln Street, City of Oil City, Venango County, Pa., and making known to him the contents thereof. (See affidavit on alias subpoena) And now, Jan. 9, 1930, Wesley B. Best, Esq., is appointed Master as prayed for. Per Curiam (See paper filed) Com. issued. Feb. 11, 1930 Testimony and report of Master filed. On Argument List for Feb 24, 1930 at No. 29 March 5, 1930, After due consideration, a divorce is decreed as prayed for; the respondent, Henry L. Baumbach, is hereby ordered to pay the costs in this proceeding; and the custody of the minor children Robert and Ruth Baumbach, is hereby awarded to libellant, Bessie Baumbach. Per Curiam. Decree: And now to wit: March 5, A.D. 1930, this cause came on to be heard on libel subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered adjudged and decreed That the said Bessie Baumbach be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the libellant and the said Harry L. Baumbach the respondent. And that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at any time heretofore in pursuance of said marriage, shall cease and determine; And the said libellant and the said 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 minor children, Robert Baumbach and Ruth Baumbach, be and the same is hereby awarded to the libellant, Bessie Baumbach. Per Curiam (See paper filed)

Thomas & Thomas 31	Crawford County Trust Co. vs. R. M. Rea otherwise Robert M Rea, and Anna L. Rea Entered Sept. 30, 1929 Pro. Greeley fee by Def. $2.25 Atty. 3.00	Of No. 189 September Term, 1924. 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 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 twenty-six 50/100 Dollars, being the amount of debt, interest and costs now due on the original judgment. Debt $126.50 Int. from Oct. 1, 1929 Judgment R/fyp. 40 & 10. W. L. Greeley, Prothy.

December 27, 1933 received satisfaction in full of the above judgment debt, interest and costs

Crawford County Trust Co

By R D Gaskill secy

Thomas & Thomas 32	Crawford County Trust Company vs. R. M. Rea otherwise Robert M. Rea, and Anna L. Rea. Entered Sept. 30, 1929 Pro. Greeley (Dft. pd) 2.25 Atty 3.00	Of No. 190 September Term, 1924. 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 Sixty-six and 50/100 Dollars, being the amount of debt, interest and costs now due on the original judgment. Debt # 66.50 Int. from Oct. 1, 1929 Judgment V. L. Greeley, Prothy R. fp. 40 & 10.

December 27, 1933 received satisfaction in full of the above judgment, debt, interest and costs.

Crawford County Trust Co

By R. D. Gaskell Secy.

33

Crawford County Trust Company
vs.
Robert M. Rea and
Anna L. Rea.
Entered Sept. 30, 1929

Pro. Greeley (Dft. pd) # 2.25

Of No. 191 September Term, 1924.
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 of 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 one and 50/100 Dollars, being the amount of debt and costs now due on the original judgment.

Debt #201.50
Int. from Oct. 1, 1929
Judgment

R.pp. 40 #66

W. L. Greeley, Prothy.

December 27, 1933 received satisfaction in full of the above judgment, debt, interest and costs.

Crawford County Trust Co.
By R D Gaskill Asst.

X 34	The Springs First National Bank, Cambridge Springs, Penna, vs. John G. Schirmer Entered Oct. 1, 1929 Pro. Greeley (Plff.'s Atty) # 2.25	Of No. 199 September Term, 1924. Amicable Scire Facias sur Judgment. It is agreed That the Prothonotary of said Court enter an amicable Scire Facias upon the above judgment, wit 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 Ten hundred one and 50/100 Dollars, being the amount of debt, interest and costs now due on the original judgment. Debt # 1001.50 Int. from Dec. 9, 1929 Sc. page 24. Judgment W. L. Greeley, Prothy

April 11 1930 Recd satisfaction in full debt interest and costs on the above judgment

J. A. Logan Proadent
Spgs 1st Nat Bank

J. E. Bossard
35

Bertha Mae Palmer
vs.
Charles R. Palmer
Issued Oct. 1, 1929

Tax & writ (Atty) pd	#	3.00
Shff. Jones (Atty) pd		1.60
Shff Jones - alias & pd		1.60
Shff. Connell - proc. pd		11.15
Leland J. Culbertson, Master		25.00
Pro. for Co. 5-13-41, Pd.		10.00
Atty.		3.00

May 12, 1941, Recd. # 35,00 costs P. D. S,
May 29th 1941 Paid Master for L.J.C.

Subpoena in Divorce

And now, Sept. 30, 1929, Subpoena awarded, Returnable to first Monday of Nov. next. Per curiam.
Signed O. Clare Kent, P.J.

Subpoena rcld Nov. 4, 1929: Non est inventus as to the within named respondent. So answers
Chas. H. Jones, Sheriff

Nov. 18, 1929 Alias subpoena in divorce issued, returnable to first Monday of January next.

Alias Subpoena rcld Jan. 6, 1930: Non est inventus as to the within named respondent.
So answers C. H. Jones, Sheriff.

Jan. 7, 1930, Order for proclamation issded, returnable to next term.

Now, Feb 10, 1930, I, J. L. Connell, Shff 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 Titusville Herald, a newspaper printed within my bailiwick, for four weeks successively prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached. So ans. J. L. Connell, Sheriff

April 24, 1941, Proof of service of notice on respondent that libellant is about to complete proceedings in divorce filed.

And now, May 12, 1941, Leland J. Culbertson, Esq., is hereby appointed Master in Divorce in the within entitled case.
Per Curiam,

May 24, 1941, Testimony and Report of Master filed,
On Argt. List for May Term, 1941; No. 56.

June 5, 1941, After due consideration a divorce is decreed as prayed for and the respondent, Charles R. Palmer, is ordered to pay the cost of this proceeding. Per Curiam,
O. Clare Kent, P. J.

Decree.

And now to wit: June 5th A.D. 1941 this cause came on to be heard on libel subpoena, subsequent proceedings and evidence thereto duly taken and filed of record and it appearing to the Court that the causes set forth in said libel are true it is by the Court ordered adjudged and decreed. That the said Bertha Mae Palmer be divorced and forever seperated from the nuptial ties and bonds of Matrimony heretofore existing between the said Bertha Mae Palmer the libellant and the said Charles R. Palmer the respondent: and that thereupon all & every duties rights and claims accruing to either the said libellant and the said respondent at any time heretofore in pursuance of said marriage shall cease and determine & the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married.
Per Curiam.

J. E. Bossard
36

John Edward Wilson
vs.
Sakie J. Wilson
Issued Oct 1, 1929.

Tax & writ (Atty pd) 3.00
Margaret Jones (Atty pd) 3.10
D. B. Thompson, Master (Paid) 25.00
Geo. Greeley (Pd Nov. 15/29) 8.10
Atty 3.00

Subpoena in Divorce.

And now, Sept 30, 1929 Subpoena awarded, Returnable to first Monday of Nov. next. Per Curiam.

(Signed) O. Clare Kent, P. J.

Subpoena returned: Margaret Jones makes affidavit: "That she served the within subpoena in divorce upon Sakie J. Jones, the respondent therein named, on the eighth day of October, 1929 at 4:30 o'clock P. M. by delivering to her a true and attested copy of the within subpoena in divorce on Center Street outside of court-house, City of Meadville, Crawford County, Pennsylvania, and making known to her the contents thereof." (See affidavit on subpoena)

And now, Nov. 11, 1929. Donald B. Thompson, Esq., is hereby appointed Master in Divorce, in the above entitled case. Per Curiam (See paper filed) Cert. of appointment issued.

Nov. 15, 1929 Testimony and report of Master filed.

On Argument List for Nov. Term, 1929, No. 29.

Now, Dec 7, 1929, After due consideration, a divorce is decreed as prayed for. Per Curiam.

Decree:- And now, to wit: December 7, A. D. 1929, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed.

That the said John Edward Wilson, be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between him, the said John Edward Wilson, the libellant, and the said Sakie J. Wilson, the respondent.

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

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, 1929

J. Berry Eckels ✓ 37	Meadville Lumber Company, a corporation. vs. Lucy Macaluso, also known as Lucy Maclise, Owner or reputed owner. Issued Oct. 2, 1929. Tax & writ (Atty fd) 2.75 Shff Jones (Atty fd) 3.50	Of No. 10 September Term, 1929 Meh. L. Doc. Scire Facias sur Mechanics Lien filed July 17, 1929, and entered in Mechanics Lien Docket No. 6, page 271; Returnable to next term. Writ returned: Served the within named defendant Oct. 12, 1929 by handing to her personally a true and attested copy of the within writ and making the contents thereof known to her, at her place of residence in Vernon Township. So answers C. H. Jones, Sheriff.

NOVEMBER TERM, 1929

Roy D. Peters

38

Jennie L. Harman administrator of the estate of Charles Harman, deceased, now use of Jennie L. Harman,
vs.
L. S. Brown
Entered Oct. 3, 1929 #
Geo. Greeley (Plff. pd) 2.25
Atty 3.00

Of No. 84 November Term, 1924.
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 fifty-one and 5/100 Dollars, being the amount of debt, interest and costs now due on the original judgment. #

Debt 351.05
Int. from Sept. 17, 1929.
Judgment
V. L. Greeley Prd.

B.F.P. 18

Sept. 25, 1934. Sci. Fa. to No. 26 Nov. Term, 1934.

NOVEMBER TERM, 1929

Thomas & Thomas	William S. Baldauff and Harry N. Ruebel, partners doing business as Baldauff & Ruebel vs. Shadeland Beach Improvement Company, a corporation, Owner or Reputed Owner. Issued Oct. 3, 1929. Tax & writ (Attys pd) $2.75 Sheff Jones (pd by Attys) 7.70	Of No. 10 February Term, 1928, M. L. Doc. Scire Facias sur Mechanics Lien filed January 25, 1928, and entered in Mechanics Lien Doc. No. 6, page 201; Returnable to next term. Oct 3, 1929 Statement and affidavit of claim filed. Writ returned: Served the within named corporation, Shadeland Beach Improvement Company, on Oct. 8, 1929, upon Marion Demain, Treasurer thereof, by handing to him personally a true and attested copy of the within within writ, together with plaintiffs statement of claim. So answers, Chas. H. Jones, Sheriff.
39		

NOVEMBER TERM, 1929

Walter J. McClintock Blair D. Moss 40 Thomas & Thomas.	Nelson J. Hunter &c Minnie Hunter, his wife vs Rudolph Busse &c Anna Busse Issued Oct. 3, 1929. Fax & work (Atty fee) $2.00 Shff Jones (Atty Mgmt fee) 12.40 Pro. B. for County	Summons in Trespass, Returnable to first Monday of November next. Oct. 3, 1929, Statement of Claim filed. Writ rets'd: Served Oct. 17, 1929 the within named Anna Busse upon an adult member of her family, namely, her father, Rudolph Busse, and Oct. 17, 1929, served the said Rudolph individually by handing to him true and attested copies of the within summons, together with plaintiffs statement of claim, and making the contents thereof known to him. So answers H. H. Jones, Shff Oct. 24, 1929, Affidavit of defense filed. On Trial list for 1st & 2nd Mondays of Jan. 1930 No. 32 Janry 13, 1930, Continued by Consent.

lo. Victor Johnson v 41	Helen Saeger Batts vs Harry lo. Batts Issued Oct. 4, 1929.	Subpoena in Divorce. And now, Oct. 4, 1929, Subpoena awarded, returnable to the first Monday of November next. Per Curiam. (Sgnd) C. Clare Kent, P.J.
Jan. 13, 1930 Recd from libellant, $11.10, being Pa.'s & $8.10 and docket fee $3.00 V. L. Greeley, Pro.	Tax & writ (Atty fee) $ 3.00 Shff. Jones J. D. Roberts on Sub (Lib. fee) 1.25 J. Perry Eckels, Master (fee) 25.00 Bro. Greeley for Co. 8.10 Atty 3.00	Subpoena returned. J. D. Roberts makes affidavit: "that he served the within Subpoena in Divorce upon Harry lo Batts, the respondent therein named on the 9th day of October, 1929, at 10:45 o'clock A. M. by delivering to him a true and attested copy of the within Subpoena in Divorce, at Meadville, Pa, and making known to him the contents thereof." (See affd attached to Subpoena)
Jan. 13, 1929, Recd of Pro. Greeley, $3.00 Atty fee. Victor Johnson.		And now, Nov. 5, 1929, On motion in open court, J. Perry Eckels, Esq. is appointed Master to take testimony and report thereon to the Court. Per Curiam. (See paper filed) Comm. issued.
July 22 1931 Rec'd of Prothy Greeley Forty and 35/100 Dollars costs paid by Respondent C. Victor Johnson Per D. A. Rec.		Nov. 13, 1929, Testimony and report of Master filed.
		On Argument List for Nov. Term, 1929, No. 30.
		On Argument List for Feb. Tr. 1930 at No. 30
		March 5, 1930, After due consideration, a divorce is decreed as prayed for, and it is further ordered that the respondent, Harry lo. Batts, pay the costs in this proceeding. Per Curiam.
		Decree: And now to wit: Mar 5, A D 1930, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered adjudged and decreed. That the said Helen Saeger Batts be divorced and forever separated from the nuptial ties and bonds of matrimony, lately to her contracted between her, the said Helen Saeger Batts, the libellant, and the said Harry C Batts, the respondent. And that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage, shall cease and determine; 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 (Sec'y dfpr. filed)

NOVEMBER TERM, 1929

J. Berry Eckels 42	✓ Meadville Lumber Company, a corporation, vs. ✓ Edward D. Fry Issued Oct. 4, 1929 Tax & writ (Atty pd) $2.00 Shff. Jones (Atty pd) 3.30	Summons in Assumpsit, Returnable to first Monday of November next Oct 4, 1929 Statement of Claim filed and copy certified. Writ returned: Served the within named defendant on Oct. 9, 1929, by handing to him personally a true and attested copy of the within summons, together with plaintiff's statement of claim. So answers Chas. H. Jones, Sheriff

J. Berry Eckels
43

Mary Frances Buck
vs
Forrest Harold Buck
Issued Oct. 7, 1929

Tax & writ 2-14-30 paid 3.00
Shff. Jones (paid) 1.60
Shff. Jones-alias (paid) 1.60
Shff. Connell-proc. pd. 11.15
Masters W. J. McClintock 25.00 2-14-30
Pro Gruley use of Co. pd. 10.10
atty 3.00

Subpoena in Divorce
And now, Oct. 7, 1929 Subpoena awarded, Returnable to 2d Monday of Nov. next. Per Curiam
(Signed) O. Clare Kent, P. J.
Subpoena retd. Nov. 12, 1929: Non est inventus as to within named respondent.
So answers C. H. Jones, Shff.
Nov. 13, 1929, Alias Subpoena in Divorce issued, returnable to first Monday of January next.
Alias Subpoena retd. Jan. 6, 1930: Non est inventus as to within named respondent. So answers Chas. H. Jones, Shff.
Jan. 6, 1930, Order issued for publication & Sheriffs proclamation, returnable to Second Monday of February next.
Now Feb. 10, 1930, I, J. L. Connell, 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 Titusville Herald, a newspaper printed within my bailiwick for three weeks successively prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached. So ans. J. L. Connell Sff.
Now Feb 12, 1930, Walter J. McClintock Esq. is appointed Master. (See paper filed) Per Curiam Com. issued.
Feby 14 1930 Testimony and Report of Master filed
On Argt List for Feb 24, 1930 at No. 31
March 5, 1930, After due consideration, a divorce is decreed as prayed for, and the respondent, Forrest Harold Buck, is ordered to pay the costs of this proceeding. Per Curiam.
Decree: And now to wit: Mar. 5 A D 1930, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed, That Mary Frances Buck be divorced and forever separated from the nuptial tie and bonds of matrimony heretofore contracted between her, the said Mary Frances Buck, the libellant, and the said Forrest Harold Buck, the respondent. And that thereupon all and every, the duties, rights and claims accruing to either the said respondent or the said libellant at any time heretofore, in pursuance of said marriage, shall cease and determine; 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, 1929

Thomas & Thomas

Thomas & Riebort

Oct 28 1929 Rec'd of Defendant Nine Dollars as Costs
V. L. Greeley Prs

Oct 28, 29, Paid V. L. Greeley, $3.00 Docket fee.
Thomas & Thomas.

Earl W. Capron, minor, by his father and next friend, Robert Capron, and Robert Capron in his own right,
vs.
Erie Railroad Company
Entered Oct 7, 1929

	#
Tax & entry	2.00
Pro. G. for Co.	4.00
Atty	3.00

Summons in Trespass,
Returnable to next term.

"And now, Oct 5, 1929, We appear for the defendant in the above entitled case, waive the issuance of the summons by the Prothonotary and accept service of the writ, with the same force and effect as though the summons had been duly and regularly issued and service thereof duly made by the Sheriff of Crawford County upon the said defendant."

(Signed) Thomas & Riebort
Attorneys for Defendant

"And now, October 5, 1929 We hereby confess judgment in this amicable action, in favor of the plaintiffs and against the defendant, for the sum of $45.00."

(Signed) Thomas & Riebort
Attorneys for Defendant.

(See paper filed)
Debt $45.00
Int. from Oct. 5, 1929.
Judgment Oct. 7, 1929.
V. L. Greeley, Prothy

book, page 10.

Oct. 7, 1929. The above judgment satisfied, as per receipt and release of plaintiffs filed.

Walter J. McClintock
45
Otto Kohler for Deft'dee
Nov. 6, 1929.

Leland J. Culbertson
for Laura O'Donnell, Garnishee

Dec 23, 1929 this case settled and the Prothonotary is directed to mark same discontinued & record and attachments released.
Walter J. McClintock
atty for Plaintiff.

Arthur V. Leberman
vs.
Marjorie S. Mayer
Issued Oct. 7, 1929

		#
Tax & writ & (paid)		4.00
Staff. Jones (paid by W. J. McClintock)		7.50
Pro Praecipe since	12-23-29 paid	6.50
atty		3.00

Foreign Attachment in Assumpsit, Returnable to next term. Bail required in the sum of $925.82.

To attach the goods and chattels, lands and tenements, leaseholds, rights, moneys credits and personal property of the defendant in the hands or possession or control of Mrs. Florence Prumer, Miss Fanella G. Harper, Mrs. Laura O'Donnell, or in the hands and possession or control of any other person, persons, corporation, partnership or associations, and summon the said Mrs. Florence Prumer, Miss Fanella G. Harper, Mrs. Laura O'Donnell, and such other person, persons, corporations, partnerships or associations as garnishees.

Oct. 7, 1929, Plaintiff's affidavit of cause of action filed.

Oct. 7, 1929, Bond of plaintiff, with United States Fidelity Company as surety, in the sum of $925.82, to the Sheriff. Charles A. Jones, Esq., filed.

And now, October 17, 1929, On motion in open court, rule to show cause granted why leave should not be granted to Otto Kohler, Esq., to enter his appearance de bene esse, for the purpose of moving to vacate and strike off the action. (See paper filed)

Per Curiam

Oct. 24, 1929, Leland J. Culbertson, Esq., appears for Laura O'Donnell, Garnishee. (See paper filed)

And now, October 28, 1929, Writ returned: Attached as within commanded on October 7, 1929, by going to the residence of Mrs. Laura O'Donnell, corner of Liberty and Walnut Streets, City of Meadville, Crawford County, Pa., and to the place of employment of Miss Fanella G. Harper, to wit, U. S. Post Office, in the aforesaid City, County and State, and then there in the presence of Floyd and William Hall, two credible citizens of the neighborhood, I did attach all goods, chattels, leaseholds, moneys, credits and personal property of the within named Marjorie S. Mayer, defendant, in their hands, possession or control. And on the same date, at the same time as aforesaid, I summoned the said Mrs. Laura O'Donnell and Miss Fanella G. Harper, Garnishees, by handing to each of them personally, a true and attested copy of the within writ, and making the contents thereof known to them. Also, I notified Marjorie S. Mayer, defendant, in this action, by mailing to her a true and attested copy of the within writ together with the plaintiff's statement of claim, by U. S. Registered mail, with postage and registration fees prepaid, receipt and return card hereto annexed. Nihil habet as to Marjorie S. Mayer, defendant.

Continued on page 599

NOVEMBER TERM, 1929

Breene & Jobson 46	✓ Henry Suhr Trust Estate, L.L. Suhr, Trustee, vs. ✓ Nellie B. Goettel, William M. Parker and Judson D. Trax, Trustees under the will of Ida A. ✓ Minor, deceased, Henry E. ✓ Baum, Chester A. Baum, Helen L. Baum and Jesse G. Whittemore Entered Oct. 7, 1929 Prs. Greeley (Oct. 15, 1929 Rec'd by Atty) $1.25 Stff. Jones (pd) 23.60	Rule to bring Ejectment for one half acre of land, more or less, in Wayne Tp. Oct. 7, 1929. Petition presented in open court and filed, and the following order made: "Whereas on the 7th day of October, 1929, the plaintiff in the above entitled case presented its petition in open court setting forth inter alia, that the plaintiff was in possession of all that certain piece or parcel of land situate in the Township of Wayne, County of Crawford and State of Pennsylvania, bounded and described as follows, to wit: Beginning at a point in the public road, at the southeast corner of that certain tract of land conveyed by Philip Beers to William Bromack et al Trustees by deed dated September 22, 1906, and recorded in Deed Book 170 page 688, and being the southwest corner of the tract of land hereby conveyed; thence along said road South 45° East three rods, more or less, to the southeast corner of land hereby conveyed and the southwest corner of that certain property conveyed by Philip Beers to one Jacob Goldstein by deed dated July 26, 1901, recorded in Deed Book 158, page 33; thence along line of said last mentioned lot north 31° east to the low water mark of Sugar Lake; thence by low water mark of Sugar Lake in a northwesterly direction to the northeast corner of said Bromack et al. trustees land; thence by the line of said last mentioned lot south 31° west 21 rods to a point in the public road, the place of beginning. Containing one half (½) acre, more or less. The above described tract of land comprises two parcels of land, viz: 1. That certain tract of land sold by Philip Beers and wife to William B. Kuhns, by deed dated Aug. 18, 1906. 2. That certain tract of land sold by Philip Beers to W. G. Hanna by deed dated Aug. 20, 1905.— And that the said Nellie B. Goettel, and William M. Parker and Judson D. Trax, Trustees under the will of Ida A. Minor, deceased, Henry E. Baum, Chester A. Baum, Helen L. Baum, Jesse L. Whittemore the defendants herein, have an apparent interest in or title to the said real estate, and that none of the defendants are in possession. Upon due consideration thereof, the Court does hereby adjudge and decree that a rule be granted upon the said William M. Parker and Judson D. Trax, Trustees under the will of Ida A. Minor, deceased, Nellie B. Goettel, Henry E. Baum, Chester A. Baum, Helen L. Baum, Jesse L. Whittemore, defendants, to bring his, her or their action of ejectment for the premises described in the petition and in this rule within six months from the service hereof upon him her or them, or show cause why the same cannot be so brought said rule to be returnable Second Monday of November, 1929. (See paper filed) By the Court. Oct. 7, 1929. Rule issued, and 7 copies of petition & order certified.

Continued on page 502.

Charles B. Stegner

47

Petition of W. J. Stephens, surviving trustee for appointment of new Trustees in place of John J. Carter and E. O. Emerson, Jr., deceased trustees for Titusville Industrial Association, Limited.
Entered Oct. 7, 1929

Pro. Greeley 12-5-29 paid 3.50
Pro Greeley - Bruce Pd June 10, 1931 15.00

Oct. 7, 1929 Petition presented in open Court and filed.

Decree: And now, this 7th day of October, 1929, upon consideration of the annexed petition, and upon motion of Charles B. Stegner, Esq., attorney for the petitioner, - Luke B. Carter and John L. Emerson are hereby appointed trustees of the Titusville Industrial Association, Ltd., in the place of said John J. Carter and E. O. Emerson, Jr., deceased

The said Luke B. Carter and John L. Emerson, as such trustees to be liable to the same duties and to have the same powers and authoritys to the relation of the trust property and Industrial Association, Ltd., as the said deceased trustees.

(See petition filed) Per Curiam.

April 22, 1931. Final Account of Trustees filed, showing a balance for distribution of $7,408.58.

May 4, 1931 Petition of Trustees for confirmation of final account etc. presented in open Court & filed.

Order: And now, May 4, 1931, upon presentation of the foregoing petition and upon motion of Charles B. Stegner, Attorney for the petitioners, a rule to show cause is hereby granted why the first and final account of W. J. Stephens, Luke B. Carter and John L. Emerson, Trustees of the Titusville Industrial Association, Ltd., should not be confirmed, which account was filed on April 22, 1931, and entered at No. 47 November Term, 1929; said rule to be returnable to the First Monday in June, 1931, at ten (10) o'clock A.M. Notice of the filing of said account and of intention to apply for confirmation thereof on said return day, shall be advertised once a week for three successive weeks in the Titusville Herald and the Meadville Tribune-Republican, two newspapers of general circulation in the County; the first publication in each paper to appear at least twenty-one days prior to the time fixed for the application. Said notice shall set forth that unless exceptions are filed befor the day specified, the Account will then be confirmed and distribution ordered. In addition, a copy of said advertisement shall be mailed at least fifteen days prior to the time fixed for the application, to all persons who are or may be interested in the Account or distribution (so far as the same can be ascertained upon reasonable inquiry), addressed to such persons at their last known Post Office address. At the time fixed in the notice, if no exceptions have been filed and due proof is made of a record showing a compliance with the foregoing requirements, the Account shall be examined, and, if deemed necessary, audited by the Court, and if found

Continued on page 517.

J. Berry Eckels ✓

48

In the matter of the Incorporation of National Civic Council, (of Meadville, Pa.) Entered Oct. 7, 1929.

Geo. Greeley 12/31/30 paid 3.00

Oct. 7, 1929, Certificate for Incorporation presented in open Court.

And now, October 7, 1929, the within application presented in open court, and it is ordered that a hearing be held thereon, on November 4, 1929, at 10 A. M. Per Curiam.

(Signed) O. Clare Kent, P.J.

Nov. 4, 1929, Proofs of publication etc of notice of hearing on application filed.

Final Decree.

And now, November 4, 1929, the within Certificate of Incorporation having been on file in the office of the Prothonotary of this court since October 7, 1929, and it appearing that the publication of notice of the application as required by the act of Assembly, has been made, and that a certificate from the Secretary of the Commonwealth, showing that the name adopted for the proposed corporation has been filed and recorded in the office of said Secretary, was attached to the petition for said Charter, - I do hereby certify that I have perused and examined said instrument, and find the same to be in proper form and within the purposes named in the first class of corporations specified in Section 2 of the Corporation Act of April 29, 1874, and the supplements thereto, and the same appearing to be lawful and not injurious to the community, therefore, it is ordered and decreed that the said Charter of the National Civic Council be approved and upon the recording of the said Charter and its indorsements and this order in the office of the Recorder of Deeds in and for the County of Crawford, which is hereby ordered, the subscribers thereto and their associates and successors shall thenceforth be a corporation for the purposes and upon the terms and under the name therein stated

(See paper filed)

(Signed) Per Curiam
O. Clare Kent, P.J.

Charles B. Steigner Atty	Borough of Hydetown vs. Mrs. M. L. Copeland, owner or reputed owner. Issued Oct. 8, 1929 Tax & writ paid 12-7-29 2.75 Shff. Jones (Plff. pd) 9.70	Of No. 3 November Term, 1929, Mech. Lien Doc. Scire Facias sur Municipal Lien filed Oct. 9, 1929, and entered in Mechanics Lien Doc. No. 6, page 32. Returnable within three months. Writ returned: And now, October 9, 1930, served the within named Mrs. M. L. Copeland, by handing to her personally a true and attested copy of within writ, and making the contents thereof known to her. So answers, C. H. Jones, Sheriff.

Charles B. Steigner 50	Borough of Hydetown Ford or Forged lot: Michael Ford, owner or reputed owner. Issued Oct 8, 1929. Tax & work 12-9-29 paid 2.75 Shff. Jones (Pegg. pd) 9.70 Shff. Connell-alias (pd) 31.33 Pegg. on lien 1.25 Pro. Greeley 4.25 Atty 3.00	Of No. 4 November Term, 1924, M. L. Doc. Scire Facias sur Municipal Lien filed Oct 9, 1924, and entered in Municipal Lien Doc. No. 6, page 34, Returnable within three months. Writ rets: Served the within writ on Oct. 25, 1929, as follows: After a diligent search of the within named and described premises, I found no person or persons in possession thereof, and posted a true and attested copy of the said writ upon the premises in the most public place thereof. Nihil habet as to the within named owner or reputed owner So answers, C. H. Jones, Sheriff. Jan. 15, 1930. Alias Sci. Fa. issued, return- able within three months from date of issue. Alias writ returned April 11, 1930: Served the within writ by posting the property and by publishing for three weeks in the Titusville Herald prior to the return day thereof, as per proof of publication hereto attached. So answers J. L. Connell, Sheriff. April 14, 1930, On motion of plaintiffs solicitor, judg- ment is entered against defendant for want of an affi- davit of defense and liquidated at the sum of Thirty- one and 56/100 Dollars, with costs of suit. (See paper filed) Debt # 31.56 Int. from April 14, 1930 L. fi. 51; F. fa. Judgment V. L. Greeley, Prothy. Lev. Fac. to No. 106 May T. 1930

Served the within writ by posting the property and by publishing for three weeks in the Titusville Herald prior to the return day thereof, as per proof of publication hereto attached. So answers J. L. Connell, Sheriff.

April 14, 1930, On motion of plaintiffs solicitor, judgment is entered against defendant for want of an affidavit of defense and liquidated at the sum of Thirty-one and 56/100 Dollars, with costs of suit. (See paper filed)

Debt # 31.56

Int. from April 14, 1930

L. fi. 51; F. fa. Judgment

V. L. Greeley, Prothy.

Lev. Fac. to No. 106 May T. 1930

Charles B. Stegner
51

Borough of Hydetown
vs.
Mrs. Lb Hood, owner,
or reputed owner
Issued Oct 8, 1929

Tax Writ 12-1-24# paid	2.75
Shff. Jones (Atty pd)	9.70
Shff. Connell-alias (Pd)	30.58
Shff. on lien	1.25
Geo. Greeley	4.25
Atty	3.00

Of No. 5 November Term, 1924 M. L. Doc
Scire Facias sur Municipal Lien
filed Oct. 9, 1924, and entered in
Mechanics Lien Docket No. 6, page 36.
Returnable within three months.
Writ returned: Served the within writ on Oct. 25, 1929, as follows: After a diligent search of the within named and described premises, I found no person or persons in possession thereof, and posted a true and attested copy of the said writ upon the premises in the most public place thereof. Nihil habet as to the within named owner or reputed owner. So answers, Jos. Jones, Sheriff.
Jany 15, 1930. Alias Sci. Fa. issued, returnable within three months from date of issue.
Alias writ returned April 11, 1930. Served the within writ by posting the property, and publication for three weeks prior to the return day thereof in the Titusville Herold, as per proof of publication thereto attached.
So answers J. L. Connell, Sheriff.
April 14, 1930, On motion of plaintiffs solicitor, judgment is entered against the defendant for want of an affidavit of defense, and liquidated at the sum of Forty-one and 66/100 Dollars, with costs of suit.
(See paper filed)

Debt $41.66
Int. from April 14, 1930
Judgment
V. L. Greeley, Prothy.

No. page 36.

Lev. Fac. to No. 107 May Term, 1930.

Charles B. Stegner 52	Borough of Hydetown vs. Mrs. Jennie H. Kane owner or reputed owner Issued Oct. 8, 1929 Tax Writ 12-9-29 paid 2.75 Shff. Jones (Shff. fee) 9.70 Shff. Bonnell-alias Fee 30.20 Bro. Greeley 4.25 Atty 3.00 Shff. on Lien 1.25	Of No. 6 November Term, 1924 M. L. Doc Scire Facias sur Municipal Lien filed Oct. 9, 1929, and entered in Mechanics' Lien Doc. No. 6, page 38 Returnable within three months. Writ returned: Served the within writ on Oct. 25, 1929, as follows: After a diligent search of the within named and described premises, I found no person or persons in possession thereof, and posted a true and attested copy of the said writ upon the premises in the most public place thereof. Nihil habet as to the within named owner, or reputed owner. So answers C. H. Jones, Sheriff. Jan. 15, 1930, Alias Sci. Fa. issued, returnable within three months from date of issue. Alias writ returned April 11, 1930: Served the within writ by posting the property, and by publication in the Titusville Herald for three weeks prior to the return day thereof, as per proof of publication hereto attached. So answers J. L. Bonnell, Sheriff. And now, April 14, 1930, On motion of plaintiff's solicitor, judgment is entered against the defendant for want of an affidavit of defense, and liquidated at the sum of Forty-one and 66/100 Dollars, with costs of suit. (See paper filed) Debt $41.66 Int. from April 14, 1930 K. page 27. Judgment. V. L. Greeley, Prothy. Lev. Fac. to No. 108 May Term, 1930.

Charles B. Stegner
53

Donald C. Thompson. U.S.C. 3-17-1930

Borough of Hydetown
vs
Samuel Ridgway,
or S. E. Ridgway
owner or reputed
owner.
Issued Oct. 8, 1929

Tax & writ 12-7-29# paid 2.75
Shff. Jones (Atty fee) 9.70
Shff. Connell-alias Fee 30.95
Geo. Greeley
Atty
Plff's Lien 1.25

Of No. 9 November Term, 1924, M. L. Doc.
Scire Facias sur Municipal Lien
filed Oct. 9, 1924, and entered in
Mechanics Lien Doc. No. 6, page 44.
Returnable within three months.
Writ returned: Served the within writ
on Oct. 25, 1929, as follows: After a
diligent search of the within named
and described premises, I found no
person or persons in possession thereof
and posted a true and attested copy
of the said writ upon the premises
in the most public place thereof.
Nihil habet as to the within named
owner or reputed owner.
So answers, Jos. Jones, Sheriff.
Jan. 15, 1930, Alias Sci. Fa. issued,
returnable within three months
from date of issue.

March 17 1930 Affidavit of defense filed.
Alias writ returned: Served the within writ by posting
the property and by publication for three weeks in the
Titusville Herald, as per proof of publication hereto
attached. So answers J. L. Connell, Sheriff.

NOVEMBER TERM, 1929

Kent + Mook
George Eldred ✓
54
Thomas Kiebort 10-29-30 ✓

Frederick J. Patterson
vs
No. C. Collins
Issued Oct. 9, 1929

	#
Jay Twp.	2.00
Chas. Jones (paid by atty)	9.30
Geo. G. Gow Co.	10.50
Jury fee 10-17-30. paid	4.00
Atty	3.00
Pltffs. Bill of Costs	83.68
Stenographers fees, use of county	28.80

Summons in Trespass; Returnable to next term.

Oct. 9, 1929, Plaintiffs statement of claim filed.

On Trial List for 1st & 2nd Mondays of January 1930 No 3

Jany 8, 1930, Continued - sickness of George Eldred.

* Writ returned: Served the within named defendant October 9, 1929, by handing a true and attested copy of the within summons - together with plaintiffs statement of claim to an adult member of his family, namely his mother Ida Collins.

So answers Chas. H. Jones, Sheriff.

On Trial List for 1st & 2nd Mon of Mar 1930 - No. 33

* And now, February 15, 1930, The Prothy is directed to place the above entitled case at the foot of the March Trial list.

(See paper filed) Per Curiam.

On Trial List for 1st and 2d Mondays of Oct. 1930, No. 6.

Now, October 10, 1930, Jury called and sworn as follows: 1- William Krapfert, 2- Leonard L. Nelson, 3- Theodore Fox, 4- Claire Locke, 5- W. D. McGillis, 6- Andrew Derfus, 7- O. W. Bentley, 8- Russell R. White, 9- Harold Hamilton, 10- Mina Willey, 11- Kate Anderson, 12- Mrs. Charles Highfield: twelve good and lawful persons, who upon their solemn oaths which they have taken, say Oct. 13, 1930, they find for the plaintiff in the sum of One hundred and ninety-five Dollars ($195.00). "Co." page 49

Oct. 11, 1930 Plaintiffs and defendants points filed.

Now, Oct. 16, 1930, upon presentation of motion by deft. rule is hereby granted to show cause why judgment should not be entered for defendant N.O.V., returnable to second Monday of November, 1930, and the defendant is given fifteen days after filing of transcribed testimony to file additional reasons. The Stenographer is ordered to transcribe the testimony, charge of the court and rulings on points submitted so as to become part of the record.

(See paper filed) Per Curiam.

Now, Oct. 16, 1930, upon presentation of motion of deft. rule to show cause why a new trial should not be granted is hereby entered, returnable to second Monday of Nov. 1930, and the Stenographer is directed to transcribe the testimony charge of the Court, points and answers thereto, and leave is granted deft. to file additional reasons for a new trial within fifteen days after the testimony is filed. Per Curiam

(See paper filed)

Oct. 16, 1930, Pltffs. bill of costs, $83.68, filed.

Nov. 7, 1930. Testimony and charge of Court as taken by Court Stenographer, filed.

On Arg. List for Nov. Term, 1930, No. 6

Nov. 26, 1930. Argued C.A.V.

Now, Feb. 2, 1931, defendants motions for judgment non obstante veredicto and for a new trial are hereby dismissed; the rules to show cause granted thereon are hereby discharged, and a new trial refused.

Per Curiam.

(See opinion filed)

Debt $195.00
Int. from Oct. 13, 1930
Judgt. on Verdict Sep. 11, 1931
"Co" p. 49 D. L. Greeley Pro.
Fi. Fa. to No. 139 Sep. Term, 1931
Sep. 18, 1931 The above judgment satisfied.
(See Fi. Fa.)

Charles B. Stegner
55

Fritz W. Carlson
vs
Maude Dey Carlson
Issued Oct. 9, 1929

		#
Tax writ (allg pd)	3.00	
Shff. Jones (paid)	1.60	
Shff. Connell-alias	1.60	
Shff. Connell-proc(pd)	11.15	
Wm. B. Griffen		
Geo. Eldred, Master Pd	25.00	
Pro. Greeley paid	10.10	
Atty	3.00	

Subpoena in Divorce
And now, Oct. 9, 1929, Subpoena awarded, Returnable to Second Monday of Nov. next. Per Curiam.
(Signed) O. Blair Hazen P. J.

Subpoena, retd Nov. 11, 1929: Non est inventus as to the within named respondent.
So answers, C. A. Jones, Sheriff.

Jan. 6, 1930, Alias Subpoena in divorce issued, returnable to Second Monday of February next.

Alias Subpoena retd Feb. 10, 1930: Non est inventus as to the within named respondent. So answers,
J. L. Connell, Shff.

Feb. 10, 1930, Order for proclamation issued, returnable to First Monday of April next.

And now, April 9, 1930,— 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 published within my bailiwick, for three weeks successively prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached. So answers J. L. Connell, Sheriff

And now, May 6, 1930, George Eldred, Esq., is appointed Master in this case. Per Curiam. (See paper filed) Com. issued.

And now, May 19, 1930, Wm. B. Griffen, Esq. is appointed Master in this case, and the appointment of George Eldred, Esq., is hereby vacated. Per Curiam. (See paper filed) Com. issued.

Sept 12 1930 Testimony and report of Master filed.

On Argt. List for Sept. Term, 1930, No. 12

Sept. 23, 1930, After due consideration, a divorce is decreed as prayed for. Per Curiam.

On Argument List for September 1930 No 12

Decree: And now to-wit: September 23, 1930 this cause came to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged, and decreed that the said Fritz W. Carlson be divorced and forever separated from the nuptial ties and bonds of matrimony heretofore contracted between him, the said Fritz W. Carlson, the libellant and the said Maude Dey Carlson, the respondent. And that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage, shall cease and determine; And that the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married.

Per Curiam.

Charles P. Stegner
56

Marion Kehr Potts
vs.
Hoyt L. Potts
Issued Oct. 9, 1929

Tax & writ (Atty pd) # 3.00
~~Short Forms~~
S.A. Greenlee on sub. pd 5.00
C.W. Benedict, Master (pd by Sub) 11-18-29 25.00
Pro Cur. & Co. paid 8.10
atty 3.00
44.10

Subpoena in Divorce

And now, Oct. 9, 1929, Subpoena awarded, Returnable Second Monday of Nov. next. Per curiam.

(Signed) O. Blaze Kent, P.J.

Subpoena returned. S.A. Greenlee makes affidavit: "That he served the foregoing subpoena in divorce upon Hoyt L. Potts to him personally known to be the respondent in the aforesaid case, by handing to the aforesaid Hoyt L. Potts at his place of employment, 5741 Ellsworth Avenue, Pittsburgh, Penna, a true and attested copy of said subpoena and making known to him the contents thereof on the eleventh day of October, 1929, at 4 o'clock P.M.

(See affidavit on Subpoena)

And now, Nov. 11, 1929, Chas. W. Benedick, Esq. is hereby appointed Master as prayed for. Per curiam.

(See papers filed) Serv. of appointment issued.

Nov. 15, 1929. Testimony and report of Master filed.

On Argument List for Nov. Term, 1929, No. 31.

Dec. 7, 1929. After due consideration a divorce is decreed as prayed for, and it is further ordered that the respondent Hoyt L. Potts, pay the costs of this proceeding. Per curiam.

Decree:— And now, to-wit: December 7, A.D. 1929, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the court ordered, adjudged and decreed.

That the said Marion Kehr Potts be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Marion Kehr Potts, the libellant, and the said Hoyt L. Potts, the respondent.

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

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)

57

Rosamond F. Byrney
vs
Hattie B. Alsdorf and
Elmer A. Alsdorf
Entered Oct. 9, 1929.

Pro. Greeley (Aff. pd) 2.25

Of No. 205 September Term, 1924
Amicable Scire Facias sur Judgment.

It is agreed That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendants by the Sheriff of said county, and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Four Hundred fifty-seven and 64/100 Dollars, being the amount of debt interest to October 11, 1929, and costs, now due on the original judgment.

Debt $457.64
Int. from Oct. 11, 1929
Judgment
V. L. Greeley, Prothy.

A. pp. 3182

Am Sci Fa No 42 Nov Term 1934

Charles B. Steagner 58 H. J. Sideman May 12, 1930 -P.M.S-	The Pennzoil Company Vs. Archie L. Brown Issued Oct 10, 1929 10-12-29 # Tax & writ paid 2.00 Shff. Jones (pd by Atty) 8.90 Shff. Bonnegallias (atty pd) 8.90 Bro. Greeley for Co Atty 5.75	Summons in Assumpsit. Returnable to next term. Oct. 10, 1929, Statement of claim filed Writ returned: "And now, Oct. 23, 1929 writ returned:— Nihil habet as to the within named defendant." So answers Chas. H. Jones, Sheriff. April 28, 1930, Alias Summons in Assumpsit issued, returnable to next term, and copy of statement of claim certified. Alias writ returned: Served the within writ on defendant at 314 N. Martin St. Titusville on April 29, 1930, at 3:10 P.M. by handing to Mrs. Archie L. Brown a true and attested copy of the within writ, and making contents of same known to her, she being an adult member of the family. So answers J. L. Connell, Staff

On Trial List for 1st & 2d Mondays of Oct. 1931 No. 43

Oct. 12, 1931, Continued by agreement of Counsel.

On Trial List for 1st & 2nd Mon. of Jan. 1932 at No. 30

Jany 7, 1932, Continued by agreement of counsel. (See agreement filed)

Jany 11, 1932 Affidavit of defense filed. Service accepted.

On Trial List for 1st & 2nd Mon. of March, 1932 at no 24.

"March 14, 1932, Settled."

On Trial List for 1st & 2nd Mon of Oct 1932 at No. 17

Oct. 5, 1932, By agreement of counsel, continued to foot of second weeks list. Per Burdam.

59	✓ Borough of Centerville vs. ✓ Rome Telephone Company, ower or reputed owner, with notice to R. B. Maynard and Grace Maynard, real owners Issued Oct. 10, 1929 Tax & writ Peff paid # 2.75 Shff. Jones	Of No. 25 November Term, 1924 M. L. Doc Scire Facias sur Municipal Lien filed Oct. 11, 1924, and entered in Mechanics Lien Docket No. 6, page 64, Returnable within three months from the date of issue. M. pp. 55 & 90.

60.

Edmund Wilson for Geo. W. Meyer. 10-15-29 V.E.G.

✓	Kezia F. Anderson	Of No. 31 February Term, 1929, Ex. Doc
	vs.	Feigned Issue
✓	George W. Meyer and	And now, October 14, 1929, The rule is
✓	V. N. Anderson and	made absolute and a feigned issue
✓	D. B. Anderson	awarded wherein Kezia F. Anderson the
	Entered Oct. 14, 1929	claimant shall be plaintiff, and the
		plaintiff in the execution, George W
	Gro. Greeley	Meyer, and the defendants in the
	Appraisers, use of claimant, 4.00	execution, V. N. Anderson and D. B.
	Sheff. Jones on Rule 6.10	Anderson, shall be the defendants.
		Claimant to give bond in the sum
		of $665.00. Per Curiam
		(See back of Sheriffs petition.)

Curtis L. Webb 61	Tri-State Culvert Company vs. Russel Sage, Dept. and A.E. McNutt, Clifford Ewing and Potter, Supervisors of North Shenango Township, and B.L. Britton, Garnishees Issued Oct. 15, 1929 Jay Emrick (Atty for pd) $2.75 Sheff Jones	Of No. 289 September Term, 1929 Attachment Execution; Returnable to first Monday of November next. To attach all and singular the goods and chattels, rights and credits, moneys and property of the defendant in whose hands soever the same may be, and particularly in the hands of A.E. McNutt, Clifford Ewing and Potter, Supervisors of North Shenango Township, and B.L. Britton, and to summon them as garnishees.

62

New First National Bank of Meadville, Pa.,
vs.
Slaugh-Logan Transfer Company
Entered Oct. 16, 1929
Geo. Greeley (paid) $2.25

Of No. 273 September Term, 1924
Amicable Scire Facias sur Judgment.
It is agreed That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment, with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said county, and duly so returned.
And that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Twelve Thousand Three Hundred Dollars, being the amount of debt, interest and costs now due on the original judgment.
Debt $12,300.00
Int. from Oct. 1, 1929.
Judgment
V. L. Greeley, Prothy

Corp. p. 28.

Fi Fa No 37 May Term 1934
Am Sci Fa No 49 Nov Tm 1934

J. Berry Eckels 63	P. A. Starck Piano Company vs. Miss Raphaela D'Amico & Mrs. Chas. D'Amico Issued Oct. 16, 1929 Tax writ (Atty Ed) $ 3.00 Shff. Jones (Paid) 4.50	Replevin for one Radio, made by P. A. Starck Piano Company, No. 7224 1924, Style 162-D, and complete installments, of the value of $250.00, Returnable to the first Monday of Nov. next. Oct. 16, 1929 Affidavit of value filed. Oct. 16, 1929 Bond of Plff. with United States Fidelity & Guaranty Co. as surety, in the penal sum of $500.00, filed Writ returned: Oct. 16, 1929, at 4:30 o'clock P. M., I served the within named defendant, Mrs. Charles D'Amico, individually, and Miss Raphela D'Amico upon an adult member of her family, namely Mrs. Charles D'Amico, her mother, at her place of residence 232 Linden Street, Meadville, Pa., by handing to her true and attested copies of the within writ, and making the contents thereof known to her. Now, Oct. 23, 1929, writ returned. The within named defendants having filed the required bond within 72 hours from time of said service the property herein described was delivered into the hands of the plaintiff. So answers Chas. H. Jones, Sheriff.

NOVEMBER TERM, 1929

J. E. Bossard 64. Thomas & Thomas	S. W. Brooks vs. Vida Slobodnyak Issued Oct. 14, 1929. Tax & writ (Plff pd) $ 2.00 Sheff Jones (Atty fd) 7.50	Summons in Assumpsit; Returnable to the Second Monday of November next Oct. 17, 1929, Plaintiffs Statement of claim filed and copy certified. Writ returned: Served on dependant personally at his home west of Connellsville, Pa., on the Linesville Road October 21, 1929, by handing to him a true and attested copy of within summons and statement of claim. So answers Chas. H. Jones, Sheff Oct. 30, 1929, Thomas & Thomas appear for Dept. (See paper filed) Oct. 30, 1929, Affidavit of defense filed

Thomas & Kiebort
65

Kenneth J. Fitch
vs
Marjorie Fitch
Issued Oct. 17, 1929

Tax writ	12-23-29 paid	3.00
Shff Jones (paid)		1.60
Shff Jones - alias		---
Wm. Maxwell, Const. (Exp. Paid)		1.50
Master W.J. McClintock	2-5-30	25.00
Pro Gruley mil. & Co's Pd.		9.10
atty		3.00

Subpoena in Divorce.

And now Oct. 17, 1929, Subpoena awarded, Returnable to first Monday of December, 1929. Per curiam.
(Signed) O. Blare Kent, P.J.

Subpoena returned: Non est inventus as to the within named respondent.
So answers Chas. H. Jones, Shff.

Dec. 5, 1929 Alias subpoena in divorce issued, returnable to first Monday of January next.

Alias Subpoena retd: Wm. W. Maxwell makes affidavit: "that upon this 12th day of December, 1929, at Oil City Venango County, Pa, he duly and personally served the within Subpoena in Divorce upon Marjorie Fitch, respondent, by exhibiting to her the original Subpoena herein, and informing her of the contents thereof, and by handing to and leaving with her, a true, attested and certified copy thereof."
(See affidavit on subpoena)

And now, Jan. 6, 1930, Walter J. McClintock, Esq., is appointed Master as prayed for. Per Curiam (See paper filed) Com. issued.

Feb. 10, 1930 Testimony and report of Master filed.

On Arg't List for Feb. 24, 1930 at No. 32

March 5, 1930, After due consideration, a divorce is decreed as prayed for. Per Curiam.

Decree: And now, to wit: March 5 - A.D. 1930, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed That the said Kenneth J. Fitch be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between him, the said Kenneth J. Fitch the libellant, and the said Marjorie Fitch the respondent. And that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of this marriage shall cease and determine; And that the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married.
(See paper filed) Per Curiam

Leland J. Culbertson
bb

Beatrice C. Seeley
vs
John F. Seeley, respondent, and Susie Anthony, corespondent.
Issued Oct 17, 1929.

	#
Tax & writ (Atty fee)	3.00
Margaret Jones (paid)	6.30
W. J. McC, Master 12-8-31. pd	25.00
Pa Grafly mileage	8.10
atty	3.00

Libel in Divorce, alleging that the respondent committed adultery with one Susie Anthony.

And now, October 17, 1929, the within petition presented in open court and subpoena awarded, returnable to the first Monday of December A.D. 1929.

Per Curiam.

(Sgd) O. Blare Kent, P. J.

Subpoena returned: Margaret Jones makes affidavit that, "she served the within subpoena in divorce upon John F. Seeley respondent and upon Susie Anthony, co-respondent named herein on the 25th day of October, 1929, at 7:10 o'clock and 7:00 P.M. respectively, by delivering to each of them personally a true and attested copy of the within subpoena in divorce, at the Boro of Geneva, Crawford County, Pennsa, and making known to them the contents thereof."

So answers, Margaret Jones

(See affidavit on subpoena)

And now, Dec. 23, 1929, Walter J. McClintock, Esq. is appointed Master to take testimony, and make report.

(See paper filed) Copy issued.

Per Curiam.

August 21, 1931 Testimony and report of Master filed.

On Argument List for Sept. Term, 1931, No. 20.

Sept. 30, 1931, After due consideration, a divorce is decreed as prayed for, the decree to contain the statutory prohibition as to marriage with paramour, and it is further ordered that respondent, John F. Seeley, pay the costs of this proceeding. Per Curiam.

Decree: And now, to wit: Sept. 30, A.D. 1931, 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 Beatrice C. Seeley be divorced and forever separated from the matrimonial tie and bonds of matrimony heretofore contracted between her the said Beatrice C. Seeley the libellant and the said John F. Seeley the respondent; and that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent, at any time heretofore in pursuance of said marriage, shall cease and determine; 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 provided by Act of Assembly that the said John F. Seeley shall not marry his said paramour Susie Anthony, during the lifetime of the said libellant, Beatrice C. Seeley.

Per Curiam

(see paper filed)

J. Perry Eckels

467

Thomas & Thomas. (12/5/29)

Justin Hardwood Lumber company, a corporation,

vs

L.L. Devore

Issued Oct. 18, 1929

Tax & writ (Atty fd)	3.00
Shff. Jones (Atty fd 12-5-29)	3.10
Pro Fees of Co pd	1.50

Replevin for one car No. I.G.N. 5947 Hardwood Lumber, of the value of $987.44, Returnable to the first Monday of November next.

Oct. 18, 1929. Affidavit of value filed.

Oct. 18, 1929. Bond of Plff. with United States Fidelity and Guaranty Company as surety, in the penal sum of $2000.00, approved and filed.

Dec. 20, 1929 Sheriffs return to the writ of Replevin filed.

Now, December 5 1929, it is hereby agreed between counsel for plaintiff and defendant that this action be discontinued of record and the bond cancelled.

J. Perry Eckels
Atty. for Plff.

Thomas & Thomas.
Atty for Defts.

68

New First National Bank of Meadville, Pa.
vs
J. Wilson Hamilton
Entered Oct 18, 1929
$
Pro. Greeley (Dept. Pro) 2.25
Atty A.L. Bates on Orig. 3.00

Of No. 130 November Term, 1924.
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 & no/100 Dollars, being the amount of debt interest and costs now due on the original judgment.

Debt $4000.00
Int. from June 2, 1929

Ha. page 82.

Judgment.
V.L. Greeley, Prothy.

Jan 4, 1933
Received payment in full of the above judgment debt interest and costs
First National Bank
By J.W. Hunter A. Cash.

Franklin B. Hosbach

69

Mrs. S. C. Wilkins, also known as Susanna Wilkins, deceased, to the use of Della Brown, now to the use of Stanley J. Wallace
vs
De Witt Brown and Della Brown
Issued Oct. 22, 1929

Tax & Writ	11-2-29 Pff paid	3.00
Rec. Hood		.50
Shff. Jones (pd)		9.30
Pro. Greeley		2.50
Atty.		3.00

Scire Facias sur Mortgage recorded in Mortgage Book 80, Page 596, Returnable to next Term.

Oct. 22, 1929 Affidavit as to real owners filed.

Writ returned: Served on De Witt Brown personally, Oct. 28, 1929, at his home in Rockdale Township; also, served on Della Brown by handing to De Witt Brown, her husband true and attested copies of within writ, and making contents thereof known to him. So answers

Chas. H. Jones, Shff.

And now, to wit, January 1, 1930, upon praecipe of plaintiff's attorney, judgment is entered in favor of the plaintiff and against the defendants for failure to file an appearance and affidavit of defense, and liquidated at the sum of One thousand four hundred forty-three and 83/100 Dollars. (See paper filed) #1443.83

Debt
Int. from Jan. 8, 1930.
Br. pages 67 & 70.
Judgment
V. L. Greeley, Prothy

Lev. Fac. to No. 78 Feb. Term, 1930.
Mar. 3, 1930, The above judgment satisfied (See Lev. Fac.)

NOVEMBER TERM, 1929

J. R. Miller	✓	The National Bank of Union City	Of No. 242 September Term, 1924. 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 Seventy six and 50/100 Dollars, being the amount of debt, interest and costs now due on the original judgment.
70	✓	vs.	
		Jacob L. Belsar.	
		Entered Oct 23, 1929	
		Pro Greeley (paid) # 2.25	
		Atty 3.00	
		Original Costs 4.50	

Debt #76.50
Int. from Sept 27, 1929
Judgment
W. L. Greeley, Prd.

Be page 19.

S. R. Miller

71

The National Bank of Union City
vs.
Jacob L. Belsar
Entered Oct. 23, 1929

	#
Pro. Greeley (Paid)	2.25
Atty	3.00
Original Costs	4.50

Of No. 244 September Term, 1924
Amicable Scire Facias sur Judgment.

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

Debt # 250.00
Int. from Sept. 18, 1929.
Judgment
W. L. Greeley, Pro.

Be page 19.

John I. Kent
72

Blanche Lucille Anderson
vs.
Averil Phineas Anderson
and G. R. Anderson, Guardian
of Averil Phineas Anderson.
Issued Oct. 23, 1929

	#
Tax & writ (Atty paid)	3.00
Shff. Jones (atty pd)	1.60
Shff. Jones-alias (pd)	1.60
Shff. Connelly-proc. (pd)	11.15
Master John Schuler 2-24-30	25.00
Pro Gruley - paid	10.10
atty	3.00

Subpoena in Divorce
And now, Oct. 23, 1929 Subpoena awarded, returnable to the first Monday of December, 1929.
Per Curiam
(Signed) O. Blair Kent, P.J.

Subpoena retd Dec. 2, 1929: Non est inventus as to the within named respondent.
So answers G. A. Jones, Shff.

Dec. 3, 1929 Alias subpoena in divorce issued, returnable to first Monday of January next.

Alias Subpoena retd Jan. 6, 1930: Non est inventus as to the within named respondent. So answers G. A. Jones, Shff.

Jan. 8, 1930, Order for proclamation issued, returnable to second Monday of Feb., 1930.

Now, Feb. 10, 1930, I, J. L. Connell, Sheriff of Crawford County, do hereby certify and make return that I have made proclamation in the above entitled case according to law, and caused the same to be published in the Meadville Tribune, a newspaper printed in my Bailiwick for three weeks successively prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached.
So answers J. L. Connell, Sheriff.

And now, Feb 10, 1930 John Schuler Esq. is appointed Master to take testimony. Per Curiam (See paper filed)
Commission issued.

Feby 14 1930 Testimony and Report of Master filed.
On Argt List for Feb 24. 1930 at No 33

March 5, 1930, After due consideration a divorce is decreed as prayed for; and the respondent Averil Phineas Anderson, is hereby ordered to pay the costs of this proceeding. Per Curiam

Decree: And now to wit: Mar 5, A D 1930, this cause came on to be heard on libel, subpoena, subsequent procedings, evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed that the said Blanche Lucille Anderson be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Blanche Lucille Anderson, the libellant and the said Averil Phineas Anderson, the respondent. And that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage, shall cease and determine; And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married.
(See paper filed)
Per Curiam.

Otto Kohler

73

Armour & Company, a Corporation
vs.
D. P. McGuire and T. Paul F. McGuire, doing business under the title of Oakland Beach Hotel.
Issued Oct. 23, 1929

Tax & writ (Atty fd) # 2.00
Shff. Jones (paid 12-9-29) 6.70
P.O. Greeley paid 3.25
Atty 3.00

Summons in Assumpsit, Returnable to first Monday of November next.
Oct. 23, 1929 Statement of claim filed and two copies certified.
Writ rcld. Served on D. P. McGuire and Paul T. McGuire, doing business under the title of Oakland Beach Hotel, October 25, 1929, by handing to each of them personally a true and attested copy of within summons together with plaintiffs statement of claim. So answers
Chas. H. Jones, Sheriff.

And now, Nov. 14, 1929, On motion and affidavit of plaintiffs attorney, in open court, leave granted to amend the record in this case, by changing the name of "D. P. McGuire" to "Don L. McGuire" and the name of "Paul T. McGuire" to "J. Paul McGuire, and that said corrections shall be made of record in all the proceedings in the action.
(See paper filed)
Per curiam.

And now, Nov. 14, 1929, Upon praecipe of plaintiffs attorney, judgment is entered against Don L. McGuire and J. Paul McGuire, doing business under the title of Oakland Beach Hotel, defendants and in favor of Armour & Company, plaintiff, for want of an affidavit of defense, and said judgment liquidated at the sum of Five hundred Seventy-three and 28/100 Dollars, which includes interest to Nov. 11, 1929; with costs of suit.
(See paper filed)

Debt # 57328
Int. from Nov. 11, 1929.
Mc ppr. 33+34, Corp fo. 8. Judgment
V. L. Greeley, Prothy

Received satisfaction in full of this Judgment, debt, interest and costs. Dec. 19, 1929.
Otto Kohler
Atty

Leland J. Robertson
74.

Louise Kuhn
vs.
Charles J. Schwartz,
Executor of John Schwartz
deceased; Johanna Schwartz,
widow; Robert Schwartz
and Louise B. Schwartz,
his wife; John Schwartz
and Mary K. Schwartz,
his wife; Anna Schwartz
Gould and Harry Gould,
her husband, Harry
Schwartz, single; Will-
iam Schwartz, single, and
Charles J. Schwartz, individ-
ually.
Issued, Oct. 24, 1929.

Tax + writ (Atty paid)	3.00
Rec. Hood	.50
Shff Jones (pd by atty)	2.50
Bro. Greeley	4.50
Atty	3.00

Scire Facias sur Mortgage recorded in Mortgage Book Volume 134, page 69; Returnable to the Second Monday of November, 1929.

Oct. 24, 1929, Statement and affidavit of claim, affidavit of default and affidavit as to owners of land filed.

Writ returned: Now, December 23, 1929, writ returned. Each of the within named defendants have accepted service as in pursuance to their signatures hereto annexed.

So answers C.A. Jones, Sheriff

Acceptance of service of Sci. Fa.:

October 29, 1929.

We, the undersigned, defendants in the within writ, do hereby certify, that we have had and received notice and accept service of copy of the said Sci Fa sur mortgage.

William Schwartz
Johanna Schwartz
Chas. J. Schwartz, Executor
Robert Schwartz
Harry Schwartz
Harry L. Gould
Anna N. Gould
Vernon K. Schwartz
Charles J. Schwartz
John Schwartz
Mary K. Schwartz

(See Sci. Fa.)

And now, to wit, December 24, 1929, On motion of plaintiffs Atty, judgment is entered against the defendants, who accepted service for want of an appearance and for want of an affidavit of defense; and same liquidated at the sum of One thousand nine hundred and seventy-one Dollars.
(See paper filed)

Debt	$1971.00
Attys. Com. included	90.00

Int. from Dec. 23, 1929

Judgment
V. L. Greeley, Prothy.

Sc ppr. 4, 36+65, Gp. 55

Lev. Fac. to No. 62 Feb. Term, 1930

75 Wesley B. Best	✓ L. W. Larson Company vs. J. Caravella and J. A. Caravella, doing business as J. ✓ Caravella & Son. Entered Oct. 25, 1929 Jgt & entry (Dft. pd) # 1.50 Costs on Trans. (Dft. pd) 12.15	Appeal by Dft. from Judgment of William G. Smith, Alderman. Nov. 3, 1931 Plff's statement of claim filed, with affidavit of service endorsed. Nov. 13, 1931 Affidavit of defense filed. Affidavit of service annexed.

1

Arthur L. Bates
76

Alice B. Welden
vs.
Jerome D. Welden
Issued Oct. 28, 1929

Jay Twist (Atty fee)	3.00
Shff. Jones (paid)	1.60
Shff. Jones—alias (paid)	1.60
Shff. Bonnell—proc. (pd to Jones)	11.15
Otto A. Stolz, master, (pd)	25.00
Pro Greeley for Co. (5-14-30 pd)	10.10
Atty	3.00

Subpoena in Divorce
And now, Oct. 28, 1929, Subpoena awarded, Returnable to first Monday of December next.
Per Curiam.
Signed O. Clare Kent, P.J.

Subpoena returned Dec. 2, 1929. Non est inventus as to the within named respondent. So answers C.H. Jones, Shff.

Dec. 4, 1929, Alias subpoena in Divorce issued, returnable to first Monday of January next.

Alias Subpoena returned Jan. 6, 1930: Non est inventus as to the within named respondent. So answers
C.H. Jones, Sheriff.

Jan. 31, 1930, Order issued for publication of Sheriff's proclamation, returnable to first Monday of March next.

And now, March 3, 1930, I, J.L. Bonnell, Sheriff of Crawford County, do hereby certify and make return that I have made proclamation in the above entitled case according to law, and caused the same to be published in the Meadville Evening Republican, a newspaper printed within my bailiwick, for three weeks successively prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached. So answers J.L. Bonnell, Shff.

"Now, April 23, 1930, upon presentation of the within motion, Otto A. Stolz, Esq., is hereby appointed Master as prayed for." Per Curiam (See paper filed) Com. issued.

May 13, 1930 Testimony and report of Master filed
On Argt. List for May Term, 1930, No. 17.

June 9, 1930, After due consideration, a divorce is decreed as prayed for; and the respondent Jerome D. Welden, is ordered to pay the costs in this proceeding. Per Curiam

Decree: And now, to-wit June 9, A.D. 1930 this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed.

That the said Alice B. Welden be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her the said Alice B. Welden, the libellant and the said Jerome D. Weldon the respondent.

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

Stuart A. Culbertson ✓
77
✓

Jeanne R. Smith
vs.
Albert A Smith
Issued Oct 28, 1929

Tax & writ (Atty pd) # 3.00
Margaret Jones (paid) 3.10
C. Webb, Master (pd) 25.00
Pro Greeley ureq & pd 8.10
31-20-30-

Subpoena in Divorce.
And now, Oct 28, 1929, Subpoena awarded. Returnable to first Monday of December next. Per Curiam
(Sgd) O. Blare Kent, P.J.

Subpoena retd; Margaret Jones makes affidavit: That she served the within Subpoena in Divorce upon Albert A Smith, the respondent, on Nov. 25, 1929, by delivering to him a true and attested copy of the within Subpoena in Divorce, at No. 88 E. Race St., City of Meadville, and making known to him the contents thereof.
(See affidavit attached to subpoena)

And now, Jan. 6, 1930, Curtis C. Webb, Esq., is appointed Master in the above entitled case, to take testimony and make report to the Court. (See paper filed) Com. issued. Per Curiam.

Jan. 31, 1930, Testimony and report of Master filed.
On Arg't List for Feb'y 1930 at No. 34.

March 5, 1930, After due consideration, a divorce is decreed as prayed for, and the respondent, Albert A Smith, is hereby ordered to pay the costs of this proceeding. Per Curiam.

Decree: And now to wit: March 5, A.D. 1930, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed: That the said Jeanne R. Smith be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the said Jeanne R. Smith the libellant, and the said Albert 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 that the said libellant and respondent shall severally be at liberty to marry again in like manner as if they had never been married.
(See paper filed) Per Curiam

NOVEMBER TERM, 1929

Kent & Mook
78
✓

Claribel Davidson
vs.
James Melvin Davidson
Issued Oct. 28, 1929

Jay & writ (atty pd) 3.00
Shff. Jones (atty pd) 1.60
Shff. Jones - alias (paid) 1.60
Shff. Connell - proc. (atty pd) 11.15
Master Paul E. Thomas (paid) 25.00
Pro Gurley use of Co, (atty paid May 27, 1930) 10.10
atty 3.00

Subpoena in Divorce
And now, Oct. 28, 1929 Subpoena awarded, Returnable to the first Monday of December, 1929.
Per Curiam.
(Signed) O. Clare Kent, P.J.
Subpoena returned Dec. 2, 1929. Non est inventus as to the within named respondent. So answers C.A. Jones, Shff.
Dec. 3, 1929 Alias subpoena in divorce issued, returnable to 1st. Monday of January next.
Alias Subpoena ret'd Jan. 6, 1930. Non est inventus as to within named respondent.
So answers, C.A. Jones, Sheriff.
Jan. 8, 1930, Order for proclamation issued, returnable to second Monday of February, 1930
And Now 1930, I, J.L. Connell, Sheriff of Crawford County, do hereby certify and make return, That I have made proclamation in the above entitled case according to law and caused the same to be published in the Meadville Tribune within my bailiwick for three weeks successively prior to return day thereof as per copy of said proclamation and proof of publication hereto attached. So Ans. J.L. Connell Shff
Now, Feb. 10, 1930 Paul E. Thomas Esq. is appointed Master as prayed for. Per Curiam. O. Clare Kent P.J.
(See paper filed) Com. issued.
Feby 26 1930 Testimony and Report of Master filed.
Cw Argt. List for May Term, 1930 No. 18
June 9, 1930, After due consideration, a divorce is decreed as prayed for, and the respondent, James Melvin Davidson, is ordered to pay the costs of this proceeding. Per Curiam

Decree: And now, to-wit June 9, A.D. 1930, this cause came on to be heard on libel, subpoena, subsequent proceedings and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered adjudged and decreed. That the said Claribel Davidson be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her the said Claribel Davidson the libellant, and the said James Melvin Davidson, the respondent. And that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage, shall cease and determine;
And the said libellant and respondent shall severally be at liberty to marry again in like manner as if they never had been married.
Per Curiam

79

A. J. McElwee, Fairfield Township,
vs.
W. J. Gourley
Entered Oct. 29, 1929.

Pro. Greeley (Plff's Atty) $2.25

Of No. 59 November Term, 1924.
Amicable Scire Facias sur Judgment.
It is agreed That the Prothonotary of said Court enter an Amicable Scire Facias upon the above judgment with the same effect as if a Scire Facias to revive the same had been regularly issued, served personally on the defendant by the Sheriff of said county, and duly so returned; and that a judgment be entered thereon in favor of the plaintiff and against the defendant, with all the waivers and conditions contained in the original judgment note, for the sum of Four Hundred Dollars, with interest thereon from Nov. 1, 1928, being the amount of debt, interest and costs now due on the original judgment.

Debt $400.00
Int. from Nov. 1, 1928.
Judgment
G. p. 55.
W. L. Greeley, Prothy.

July 6 1931 receive payment in full of the within judgment and the Prothonotary is directed to mark same satisfied of record.

A. J. McElwee

J. D. Gray
Thomas F. Kilbert
&
Charles B. Stegner mar. 29 1930
J. Perry Eckels

Louis Brecht
vs.
Benjamin Feinberg
Issued Oct. 29, 1929.

Tax & writ 11-4-29 paid	#	2.00
Shff. Jones (paid)		8.90
Shff. Connell-alias		8.90
Grs. Greeley for Co.		14.50
Jury-fee (pd. by Pltff. 1/6/30)		4.00
Atty		3.00
		41.30

Summons in Trespass
Returnable to next term.
Writ returned:
"Now, Nov. 11, 1929. Writ returned, Nihil habet as to the defendant named within. So answers, W. H. Jones, Sheriff.
March 6, 1930, Alias Summons in Trespass issued, returnable to first Monday of April next.
Alias writ retd: Served the within writ at 12:15 P.M., Friday Mar. 7, 1930, by leaving a copy of the within writ at the residence of the defendant No. 230 E. Spruce Street and making contents of same known to M. Feinberg, who is an adult member of the family.
So answers J. L. Connell, Sheriff.
"And now, March 29, 1930, we hereby appear for Benjamin Feinberg, the defendant in the above entitled case, said appearance being restricted to the action commenced by the alias writ of summons issued March 6, 1930, and is not to be construed an appearance in the action purporting to be commenced by the summons issued November 11, 1929."
(Signed) J. Perry Eckles,
Charles B. Stegner,
Attorneys for Defendant
(See paper filed)
Sept. 26, 1930, Plaintiffs statement of claim filed, and service by copy accepted by J. P. Eckels, Esq.
On Trial List for 1st & 2d Mondays of Jany. 1931, No. 19
Jan. 5, 1930. Continued by Consent.
On Trial List for 1st & 2d Mondays of March, 1931, No. 6.
March 2, 1931 Continued by Consent.
On Trial List for 1st & 2d Mondays of Oct. 1931, No. 46
Oct. 5, 1931, Continued by consent.
On Trial List for 1st & 2nd Mon. of Jan. 1932 at No. 34
Jany 4, 1932. Continued by Consent.
On Trial List for 1st & 2nd Mondays of Mar 1932 at no 41
March 7, 1932, Continued by agreement of counsel.
On Trial List for 1st & 2nd weeks of Jan 1933 at no 16 Jan. 2, 1933 Continued
On Trial List for 1st & 2d weeks of Mar. 1933 No. 28.
March 13, 1933 Amendment allowed to Statement of claim.
(See paper filed)
Per Curiam.
And now, March 17, 1933, Jury called and sworn as follows: 1- Clarence G. Wagner, 2- Andrew H. Jackson, 3- James M. George, 4- Joseph H. Niles, 5- Mrs. Belva Kirk, 6- Mrs. Paul Bittler, 7- Mrs. Lotta Brooks, 8- Mrs. Fern L. Riddle, 9- Mrs. Gertrude Barday, 10- Mrs. Florence Edds, 11- James E. Miller, 12- Mrs. Bessie Billig. twelve good and lawful persons who upon their solemn oaths which they have taken, say March 18, 1933 they find for the plaintiff in the sum of Two thousand forty-eight and 54/100 Dollars ($2048.54)
F. fa 69

And now, March 21, 1933, a rule to show cause is granted why a new trial should not be allowed, returnable to first Monday of May next. Per Curiam
(See paper filed)
On Argt. List for May Tr. 1933 No. 11
May 25, 1933. Argued; Ct. V.

Continued on page 519

Lewis L. Webb August Delp 81	Tom J. Gourley and H. N. Russell vs. Viola Allen and A. B. Allen, defendants, and Walter J. McClintock, attorney, and Peterson and Gustafson, Garnishees Entered Oct 29, 1929 Pro. Greeley (Ind. Dec'r) (Ind. Def'ts) 2.25	Of No. 66 September Term, 1929 Scire Facias against the garnishees above; Returnable to the Second Monday of November, 1929. "And now, October 29, 1929, I hereby accept service personally, and as attorney for my co-garnishees, Peterson and Gustafson, with the same force and effect as though a writ of Scire Facias was issued out by the Prothonotary and personally served by the Sheriff of Crawford County upon the garnishees therein named." (Signed) Walter J. McClintock for myself and as attorney for Garnishees. (See praecipe)

Curtis L. Webb August Delp 82	D. McC. Plumer, Prop. Empire Garage vs. Albert B. Allen, Deft. and Peterson and Gustafson and Walter J. McClintock, Garnishees Entered Oct. 29, 1929 Pro. Greeley (1st Dec. 18 1st Dep. 29) 225	Of No. 88 September Term, 1928 Scire Facias against the garnishees above, Returnable to the Second Monday of November, 1929. "And now, October 29, 1929, I hereby accept service personally and as attorney for my co-garnishees, Peterson and Gustafson, with the same force and effect as though a writ of Scire Facias was issued out by the Prothonotary and personally served by the Sheriff of Crawford County upon the garnishees therein named." (Signed) Walter J. McClintock for himself and as attorney (See praecipe) for Garnishees.

Kent & Mook 83	Mildred S. Gordon vs Jack Holliday Gordon Issued Oct 29, 1929 Tax writ (Atty pd) $ 3.00 Shff. Jones (Paid) 1.60 Pro 2 Dis & affpd 1.25	Subpoena in Divorce. And now, October 29, 1929 Subpoena awarded; Returnable to the first Monday of December, 1929. Per Curiam. (Signed) O. Blaine Kent, P.J. Subpoena returned Dec. 2, 1929: Non est inventus as to the within named respondent. So answers, C. H. Jones, Sheriff. And now, December 3, 1929, I hereby discontinue the above entitled case. Kent & Mook atty's for Libellant

H. Joseph Thomas
4/9/40. P.D.S.
84
Kent + Mook, for Deft.

Shyman Thomas
vs.
Frank Gappas
Entered Oct. 30, 1929

		#
Tax + entry (Deft. pd)	1.50	
Costs on Trans. (Deft. pd 1.50)	7.20	
Pro Clayton for C.	4.35	
Atty	3.00	

Appeal by Deft. from Judgment of William G. Smith, Alderman.

Jan. 31, 1930 Statement of Claim filed

And now, Feb. 15, 1930, On motion in open court, rule granted on Plff. to show cause why the Statement of claim in the above entitled case should not be stricken off; returnable to first Monday of March at 10 o'clock A. M.; all proceedings stayed in meantime. Per Curiam.

(See paper filed)

And now, February 10, 1941, the rule to show cause granted February 15, 1930, is made absolute, and leave granted to to plaintiff to file the within amended Statement of Claim.

(See amended Statement) Per Curiam.

Feb. 10, 1941, Amended Statement of claim filed by leave of Court.

On Fall Trial List, 1941; No. 47.

And now, Oct. 14, 1941, on motion of plaintiff's attorney, judgment is entered against the defendant and in favor of the plaintiff, for want of an affidavit of defense and liquidated at the sums of Two hundred fifty-three & 73/100 Dollars, with costs of suit.

Debt	$253.73
Interest from Oct. 14, 1941.	
Judgment	

Paul D. Clayton, Prothy.

P. page 100.

Leland J. Culbertson
85

Gertrude B. Mondereau
vs.
Harvey J. Mondereau
Issued Oct. 30, 1929

	#
Tax & writ (Atty fee)	3.00
Shff Jones (paid)	1.60
Shff Jones-alias (paid)	1.60
Shff Connell-proc.	11.15
J. D. Roberts Master 2-19-30	25.00
V. L. Greeley Pro pd	10.10
atty	3.00

Subpoena in Divorce.
And now, Oct. 30, 1929 Subpoena awarded, Returnable to the first Monday of December, 1929.
Per Curiam.
(Signed) O. Clare Kent, P.J.

Subpoena returned Dec. 2, 1929: Non est inventus as to the within named respondent. So answers C. H. Jones, Sheriff.

Dec. 5, 1929 Alias Subpoena in divorce issued, returnable to first Monday of January 1930.

Alias Subpoena returned Jan. 6, 1930: Non est inventus as to the within named respondent. So answers
C. H. Jones, Sheriff

Jany 9, 1930. Order issued for publicktion of Sheriffs proclamation in divorce, returnable to February term, 1930.

Now. Feb 10, 1930, I, J. L. Connell, 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 Titusville Herald a newspaper printed in my bailiwick for three successive weeks prior to return day thereof, as per copy of said proclamation and proof of publication hereto attached.
So answers. J. L. Connell. Sheriff

Now Feb 10 1930 Jas. D. Roberts Esq is appointed Master (See paper filed
Com. issued Per Curiam

Feb 14 1930 Testimony and Report of Master filed.
On Argt List for Feb 24 1930 at No. 35

March 5, 1930, After due consideration, a divorce is decreed as prayed for, and the respondent, Harvey J. Mondereau, is hereby ordered to pay the costs of this proceeding. Per Curiam.

Decree: And now, to-wit: March 5, A.D. 1930, this cause came on to be heard on libel subpoena, subsequent proceedings, and evidence therein, duly taken and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered, adjudged and decreed that the said Gertrude B. Mondereau be divorced and forever separated from the nuptial ties and bonds of matrimony, contracted between her, the said Gertrude B. Mondereau the libellant, and the said Harvey J. Mondereau, the respondent. And that thereupon all and every, the duties, rights and claims accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage shall cease and determine: 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

Boland & Boland
86

Dec 2 1929 Rec'd of Deft Lewis L. Laibe Fifteen and 50/100 Dollars Costs in this Case V. L. Greeley Pro

Dec 2, 1929 Rec'd of V. L. Greeley, Proth Nine + 50/100 Dollars adv. costs & atty fee in this case.
Fred C. Boland Atty for plaintiff.

Mrs. Mary Jackson
vs.
Lewis L. Laibe and
Lloyd Hollabaugh
Issued Nov. 1, 1929

	#
Jay & writ (Plff. pd)	2.00
Shff. Jones (paid)	4.50
Pro. Greeley	3.25
Atty	3.00
Pro. & since	2.75

Summons in Trespass, Returnable Second Monday of November next.

Nov. 1, 1929, Plaintiffs statement of claim filed, and two copies certified.

Writ returned: Served on Nov. 2, 1929 the within named Lewis L. Laibe personally and same day served Lloyd Hollabaugh upon an adult member of his family, namely his mother, Tillie Hollabaugh by handing to each of them a true and attested copy of the within summons together with plaintiffs statement of claim. So answers Chas. H. Jones, Shff.

And now, Nov. 20, 1929, upon praecipe of plaintiffs attorneys, judgment is entered in favor of Mrs. Mary Jackson, the plaintiff, and against Lewis L. Laibe, and Lloyd Hollabaugh, the defendants, jointly and severally for want of an appearance in the above entitled case.

Same day, damages are assessed at, and judgment entered for the sum of One hundred two Dollars and twenty cents ($102.20). (See paper filed)

Debt $102.20
Int. from Nov 20, 1929.
L page 14; No. page 53. Judgment.
V. L. Greeley, Prothy.

12/2/29 Rec'd of Lewis L. Laibe $102.20 payment in full of the above claim and order satisfaction as to Lewis L. Laibe only.
Fred C. Boland
attorney for plaintiff.

Thomas & Hiebert
87

Alma Korte
vs.
Howard Korte
Issued Nov. 1, 1929

Jay Twitch (paid)	3.00
Dora E. Jones (Atty)	3.20
A. D. Mook, Master	25.00
Pro Grube (2-8-30 paid)	8.10
atty.	3.00

Subpoena in Divorce
And now, November 1st, 1929, Subpoena awarded; Returnable to first Monday of December next. Per Curiam.
(Signed) O. Blare Kent, P.J.

Subpoena rcld. Dora E. Jones makes affidavit: That she served the within Subpoena in Divorce upon Howard Korte the respondent, on the 13th day of November, 1929, at 2 o'clock P.M. by delivering to him a true and attested copy of the within Subpoena in Divorce, at No. 541 Pine Street, City of Meadville, Pa., and making known to him the contents thereof.
(See affidavit attached to subpoena)

And now, Jan. 9, 1930. Arden D. Mook, Esq., is appointed Master as prayed for. (See paper filed) Com. issued. Per Curiam

Feby 14 1930 Testimony and Report of Master filed.
On Argt List for Feb Pr. 1930 at No. 36

March 5, 1930, After due consideration, a divorce is decreed as prayed for, and the respondent, Howard Korte is hereby ordered to pay the costs of this proceeding. Per Curiam.

Decree. And now to wit Mar. 5, 1930 A. D, this cause came on to be heard on libel, subpoena, subsequent proceedings, and evidence therein, duly taken, and filed of record, and it appearing to the Court that the causes set forth in said libel are true, it is by the Court ordered adjudged and decreed. That the said Alma Korte be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her, the libellant, and the said Howard Korte, the respondent. And that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent in pursuance of said marriage, shall cease and determine; 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

Kent & Mook 88	Commonwealth of Pennsylvania, ex relatione Milton D. Scott, alias M. D. Scott, vs. Charles H. Jones, Sheriff of Crawford County. Issued Nov. 2, 1929 Pgo. Greeley 12-4-29 paid 2.00 Shff. Jones, Pay'd since (paid) 3.00	Habeas Corpus for the body of the Relator. And now, November 2, 1929, upon presentation of the within petition the Prothonotary is directed to issue a writ of Habeas Corpus as prayed for; Returnable to Monday November 4, 1929, at 10 o'clock A. M. Per Curiam. (Signed) O. Clare Kent, President Judge Writ returned: Now, November 4, 1929, The body of the within named Milton D. Scott, alias M. D. Scott, by me before taken and detained, together with the day and cause of his being taken and detained, before the Judge within named, at the day and place within contained, I have ready, as within I am commanded. So answers C. H. Jones, Shff. Order: Now, Nov. 4th, 1929, upon hearing had in the within stated case, it appearing that no legal hearing was afforded petitioner upon the desertion and non support charge, that the commitment is illegal, and that the charge of Larceny by bailee was brought for the purpose of collecting a debt, or recovery of a certain automobile, proceedings not permissible in Criminal Courts, the petitioner, Milton D. Scott, is hereby discharged from custody, and the returns from the Magistrate are hereby ordered to be stricken from the records. Per Curiam. (See paper filed) (Signed) O. Clare Kent, P. J.

August Delp
89

Harry G. Kile
vs
Jofred Kile
Issued Nov. 4, 1929

Tax & writ (Atty pd)	3.00
Shff. Jones (pd by Atty)	2.40
Shff. Phila. Co (paid)	4.50
John C. Spencer, Master, pd 2-12-30	25.00
Pro. Greiley mag. Co pd	8.10
atty	3.00

Subpoena in Divorce.
And now, November 4, 1929, Subpoena awarded, returnable to first Monday of January, 1930. Per Curiam.
(Signed) O. Clare Kent, P. J.
Subpoena returned:-
(a) Served Jofred Kile, the within named respondent, by giving to her at No. 116 North 3d Street, in the City of Philadelphia, on November 15, 1929, a true and attested copy of the within Subpoena, and making known to her the contents of the same. So answers,
Thomas Costello, Deputy Shff
(affst. appended) Thomas Cunningham, Sheriff
(b) Now, Dec. 2, 1929, writ returned:- Served the within named respondent by deputizing the Sheriff of Philadelphia County, as per his return hereto attached.
So answers Chas. H. Jones, Sheriff.
of Crawford County.
And now, January 6, 1930, John C. Spencer, Esq., is hereby appointed Master. Per Curiam. (See paper filed) Com. issued.
Feb 11, 1930. Testimony and report of Master filed.
On Argt List for Feb. Sr. 1930 at No. 37
March 8, 1930, After due consideration a divorce is decreed as prayed for. Per Curiam.
Decree: And now to wit: March 8, A. D. 1930, this cause came on to be heard on libel, suppoena, 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 Harry G. Kile be divorced and forever free from the bonds of matrimony heretofore contracted between him, the said Harry G. Kile, the libellant and the said Jofred Kile, the respondent. And that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage, shall cease and determine. 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)

August Delp
90

John C. McCartney
vs.
Mary E. McCartney
Issued Nov. 4, 1929

Tax & writ (Atty pd) 3.00
Shff. ~~[illegible]~~ (Pd by Atty) 6.40
F. C. Bolard, Master pd 2-12-30 25.00
Pro Prothy cre if co pd 8.10
atty 3.00

Subpoena in Divorce
And now, November 4, 1929 Subpoena awarded, returnable to 1st Monday of January, 1930.
Per Curiam.
(Signed) O. Clare Kent, P. J.

Subpoena returned: D. K. Callahan, Sheriff of Mercer County, Penna makes affidavit that on the 2d day of January, A.D. 1930, he served the within writ on Mary E. McCartney, the within named defendant, at the George Caldwell Farm, near Stoneboro, by handing a true and attested copy of the within writ to Mary E. McCartney, personally, and making known to her the contents thereof.

So answers D. K. Callahan,
Sheriff of Mercer County, Pa.

And now, January 6, 1930, Fred C. Bolard, Esq., is hereby appointed Master in the above stated case. Per Curiam
(See paper filed) Commission issued.

Jan 28 1930 Testimony and report of Master filed. (See report files.)
On Argt List for February Term 1930 at No. 38

March 8, 1930, After due consideration, a divorce is decreed as prayed for. Per Curiam

Decree: And now to wit: March 8, A. D. 1930, this cause came on to be heard on libel, subpoena, subsequent proceedings and evidence therein, duly taken and filed of record, and it appearing to the Court that causes set forth in said libel are true, It is by the Court ordered, adjudged and decreed that the said John C. McCartney be divorced and forever free from the nuptial ties and bonds of matrimony, heretofore contracted between him the said John C. McCartney, the libellant and the said Mary E. McCartney the respondent. And that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at any time hereto for shall cease and determine. 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

Charles B. Steigner

91

6-21-45 Paid Titusville Herald $5.50 adv. costs by Check No. 1950, P. D. S.

Petition of Wayne Hogue Grossley, for appointment of a Guardian of Charles V. Hogue of Titusville, Pa., as a person of weak mind Entered Nov. 4, 1929

Pro. Steele 1-10-30 paid 5.00
Exemp. of Peter 5/23/30 paid 1-29-32 3.00
Pro Greeley since paid 1-29-32 5.00
Pro. finals a/c 6-21-45 Pd. 4.50

Nov. 4, 1929 Petition presented in open Court and filed. No. 53

And now, Nov. 4, 1929 upon presentation of the within petition, Nov. 25th 1929, at 1:30 o'clock P. M., is fixed for hearing this application, and it is directed that 10 days' written notice thereof be given to all the parties in interest by service on them of a copy of petition and order of Court. (See paper filed) Per Curiam

And now, Nov. 25, 1929, Hearing in the within matter is continued to Monday, Dec. 23, 1929, at 1:30 P. M. (See paper filed) Per Curiam.

Dec. 23, 1929 Proof of service of notice on respondent, filed.

Dec. 23, 1929, Affidavits of Acting Supt. and of a physician at the Warren State Hospital, filed.

Decree: And now, December 23, 1929, after consideration of the testimony taken in this case, and it appearing at such testimony that the said Charles V. Hogue cannot be brought into Court with safety to himself to attend this hearing, the Court adjudges and decrees the said Charles V. Hogue to be a person so weak in mind that he is unable to take care of his own property, and appoints New First National Bank of Meadville, Pa., as Guardian of the said Charles V. Hogue, upon its giving bond in the sum of $1400.00. Per Curiam (See paper filed)

Dec. 28, 1929, Bond of guardian in sum of $1400.00, approved by the Court and filed.

Jany 6, 1930 Acknowledgment of service of notice by Dorothy H. Castle filed

May 19, 1930, Petition of Guardian for permission to join with other parties in interest in private sale of real estate situated in Cherrytree Tp., Venango County, presented in open Court and filed.

Order of Court: And now, May 19, 1930 the Court being of the opinion that the proposed sale will be to the interest and the advantage of said incompetent and without prejudice to any trust, charity or purpose for which the real estate is held, and without the violation of any laws which may confer an immunity from sale or alienation, and that $1200.00 is a better price for the premises than can be obtained at public sale, and on motion of Charles B. Steigner, Esq., pro petitioner, it is ordered and decreed that the New First National Bank of Meadville, Pennsylvania, be and it hereby is authorized to file its petition in the Court

Continued on page 510.

Walter J. McClintock

92

Petition of Marcella Burns for the appointment of a Guardian of Katherine Burns of Linesville, Pa., as a person of unsound mind.
Entered Nov. 4, 1929.

Pro Spreley 2-18-30 2nd paid 5.00
Attorneys fees 50.00
Pro Greeley since 2nd pd 2-18-30 6.00
Adv. Acct 4.00
Pro. Slayton 3/16/38 Pd. 4.50

Mar. 16, 1938. Paid Linesville Herald adv. costs by check No. 256. Paul D. Slayton, Pro.

Nov. 4, 1929. Petition presented in open court and filed. Bu P. 68.

And now, Nov. 4, 1929, upon presentation of the within petition in open court Nov. 25, 1929, at 1:30 P. M. is hereby fixed for a hearing thereof, notice to be given all the relations named in said petition according to law. Per Curiam. (See petition)

Nov. 25, 1929, Proofs of service of notice of hearing upon respondent and next of kin filed.

Nov. 25, 1929, Affidavit of H.W. Mitchell M.D., filed.

Decree: And now, January 13, 1930, the within matter having heretofore come on for hearing, Katherine Burns is adjudged a person of weak mind, and Thomas F. Collins is hereby appointed Guardian of the estate of Katherine Burns. Bond to be given in the sum of $100.00. Per Curiam. (See petition.)

Jany 13, 1930, Bond of Thomas F. Collins, Guardian, with E.A. Gilliland and Chas A. Miller as sureties, in the sum of $100.00, approved by the Court and filed.

Jany 13, 1930. Petition of Guardian to sell real estate presented in open Court and filed.

Now, January 13, 1930, upon the presentation of the foregoing petition and on due consideration thereof, it is hereby ordered and decreed that Thomas F. Collins, guardian of the estate of Katherine Burns, a person of weak mind, be and he is hereby directed to sell the real estate of the said Katherine Burns in the Borough of Linesville, Crawford County, bounded and described as follows: Beginning in the center of Erie Street at the southwest corner of land of J.B. Wallace, thence northwardly along land of Wallace thirteen rods; thence westwardly by a line parallel with Erie Street ninety-seven feet; thence southwardly by a line parallel with the first described line thirteen rods to the center of Erie Street; thence eastwardly along the center of Erie Street ninety-seven feet to the place of beginning, and having erected thereon a frame dwelling house. Notice of said sale to be given by advertisement published once a week for three successive weeks in the Linesville Herald, and to make return thereof the second Monday of February next. Per Curiam. (See petition)

Feb. 3, 1930, Return of sale of real estate by Thomas F. Collins, Guardian, filed in open Court, showing sale of same on Feb. 1, 1930, to Bert Harris, for the price or sum of $800.00, that being the highest and best price given, and he being the highest bidder therefor.

—Record continued on page 504.—

Walter J. McClintock

93

Petition of Albert S. Faber for appointment of a Guardian of Mrs. Nellie Bryant as a person of unsound mind.
Entered Nov. 4, 1929.

Pro. Greeley (2-6-30 paid) 5.00
Atty rd. 2-5-30 25.00
Pro Greeley pinc (2-6-30 pd) 3.00
Pro. 10.50

Nov. 4, 1929, Petition presented in open court and filed. Br. page 68

Now, Nov. 4, 1929, the foregoing petition presented in open court, upon consideration thereof, November 25, 1929 at 1:30 P. M., is hereby set for the date of hearing in said case, notice to be served upon the alleged incompetent and upon each of the relatives named in said petition according to law. (See petition) Per Curiam.

Nov. 25, 1929 Proofs of service of notice of hearing upon respondent and next of kin, filed.

Nov. 25, 1929 Affidavit of H. W. Mitchell, M. D. filed.

Now, Nov. 25, 1929, the above entitled case having come on for hearing and after hearing thereof in consideration of the testimony Mrs. Nellie Bryant is adjudged a person of weak mind and Albert S. Faber of Cambridge Springs, Pa., is hereby appointed Guardian of her estate, bond [to] be given in the sum of Seven hundred (700) Dollars. Per Curiam. (See paper filed)

Dec. 7, 1929 Bond of Albert S. Faber, Guardian, with Jean Faber White and Earl Faber, as sureties, in the sum of $700.00, approved by the Hon. O. Clare Kent, P. J., and filed.

For Petition of Guardian:

Now, December 14, 1929, the foregoing petition having been presented, and upon due consideration thereof the prayer thereof is granted and the said Albert S. Faber, Guardian of Nellie Bryant, is hereby authorized and directed to sign, acknowledge and verify all necessary papers incident to the application for Selective Age Benefit and a paid up certificate under the Women's Benefit Association of Port Huron, Michigan, and to accept the sum of Three Hundred Thirty-five Dollars in money, and a paid up certificate for Fifty Dollars payable at the death of the said Nellie Bryant to her Beneficiary in full payment of said members certificate which he is authorized to surrender for cancellation. Per Curiam. (See petition filed)

Now, Jan 21, 1930, the fees of Walter J. McClintock, Esq., for procuring the appointment of a guardian and for presenting petition and procuring order for payment of debts, is hereby fixed at Twenty-five Dollars ($25.00). Per Curiam. (See paper filed)

Feb. 3, 1930, Petition of Albert S. Faber, Guardian, for an order authorizing him to pay the costs and certain bills and expenses, presented in open court and filed.

Continued on page 507.

Kent + Mook ✓

✓94

Petition of William H. Wagner for appointment of a Guardian of George Forest Wagner of East Mead Township as a person of feeble mind

Entered Nov. 4, 1929

Pro. Greeley 12-4-29 # paid 5.00
Pro. for Co. 4/24/39 Pd. 3.00
Pro. for Co. 7-16-49 Pd. 2.50

April 24, 1939 Received of Pro. Slayton $5.50, being costs of advertising Notice of Filing Account
Tribune Publishing Co.
By C. W. [illegible]

Nov. 4, 1929 Petition presented in open Court and filed. W.a. page 66.

And now, Nov. 4, 1929 upon presentation and consideration of the within petition a hearing is fixed on the foregoing application for Monday November 25, 1929 at 1:30 P.M., and it is hereby directed that 10 days written notice thereof be given to the said George Forest Wagner and other members of his family residing within the jurisdiction of the Court by service of a copy of the petition and order of the Court on each of them; that ten days' written notice thereof be given the members of his family without the jurisdiction of this Court, by service of a copy of the petition and order of the Court upon them, either personally or by registered mail, respectively addressed to said members at their last known address.
(See petition filed)
Per Curiam.

Nov. 25, 1929. Proofs of service of notice of hearing upon respondent and next of kin filed.

Decree: And now, to wit, November 25, 1929, it appearing that service of a copy of the petition and order of the Court in this matter was duly made upon George Forest Wagner and the other members of his family, and that said respondent was personally present in Court, and after testimony taken and due consideration thereon, it appears that said George Forest Wagner is so weak in mind that he is utterly unable to take care of his property and is therefore liable to dissipate or lose the same and to become the victim of designing persons, and thereupon Trace W. Wagner is appointed guardian to take care of the property of said George Forest Wagner. Bond as approved by the Court to be filed in the amount of $1500.00
(See paper filed)
Per Curiam.

Jan. 20, 1930, Bond of Trace W. Wagner, guardian, with W.H. Wagner as surety, in the sum of $1500.00, approved by the Court and filed.

April 24, 1939. Final Account of Guardian filed showing balance due estate and now due to Warren State Hospital to be $113.48. Same day notice given to Tribune Republican to advertise notice of filing account, and that same will be confirmed nisi on the third Monday of May next, and if no exceptions are filed within ten days of nisi confirmation, the account will be confirmed absolutely.

May 10, 1939. Proof of Publication filed.

And now, May 25, 1939, no exceptions having been filed to the above account, same is confirmed absolutely
Paul D. Slayton,
Prothonotary

Account Recorded in Account Docket No. 5, Page 94.

March 15, 1949, Petition for Private Sale of Land filed.

Order:-And Now, March 15, 1949, upon presentation and consideration of the foregoing Petition the prayer thereof is granted, and Trace W. Wagner, guardian of the Estate of George Forest Wagner, is hereby ordered and directed to sell the undivided one-fourth interest in all that certain piece or parcel of land located in East Mead Township, Crawford County, Pennsylvania more specifically described in the Petition attached hereto, being the property of the said George Forest Wagner, at and for the sum or price of Seven Hundred Fifty ($750.00) Dollars which has already been received by the said Trace W. Wagner, Guardian, and to make, execute and deliver to the said purchaser, Jennie E. Wagner, a good and sufficient Deed for the proper conveying of said premises to said purchaser. Per Curiam,
Herbert A. Mook
President Judge

NOVEMBER TERM, 1929

95	In the Matter of the Municipal Elections for A.D. 1929 Entered Nov. 7, 1929 Grs. Greeley	Order of Court. And now, November 7, 1929, it is ordered that John Schuler, Curtis L. Webb, Alice M. Bentley and Mrs. Ada Saunders be and they are hereby appointed officers of this Court to assist in tabulating, computing and certifying the votes cast at the municipal elections held in the County of Crawford and in the Cities of Meadville and Titusville in said County, upon the fifth day of November, A.D. 1929. Per Curiam. Same day, Oath of Assistants taken in open Court and filed. Nov. 8, 1929, Official computation tables filed. Nov. 8, 1929, General Certificate of Result filed – County vote, Meadville City vote and Titusville City. Nov. 9, 1929, Vote for Judge of Superior Court and for Sheriff certified to Secretary of the Commonwealth.

John L. Spencer 96	Frank M. Hunter and Gordon E. Hunter, doing business as Frank M. Hunter & Son, vs Roy S. Peters, Administrator of the estate of Mary E. Satterlee, late of Hayfield Township, deceased Issued Nov. 8, 1929 Tax & writ (pd by Dft) 2.00	Summons in Assumpsit, Returnable to first Monday of Dec. next "B" page 26; "Sa" page 43 "And now, to wit, November 9, 1929, I hereby accept service of the within summons, with the same force and effect as if the same had been served upon me personally by the Sheriff and so duly returned (Signed) Roy S. Peters, Admr. of estate of Mary E. Satterlee deceased." (See Summons)

✓ Thomas A. Kiebort 9-7	James Neill Garrison vs. Don McGuire Entered Nov. 9, 1929 Jax + entry (Dept. pd) 1.50 Costs on Trans. 7.35	Appeal by Dept. from Judgment of Ralph A. Schrubb, Alderman

NOVEMBER TERM, 1929

J. Berry Eckles	Mrs. Cecil Mitchell vs M. E. Wyatt and J. Schuyler Wyatt, his son, doing business as M. E. Wyatt and Son. Entered Nov. 9, 1929 # Tax & entry (Def. paid) 1.50 Costs on Trans. (Def. pd 1.50) 4.65	Appeal by Defendants from Judgment of William G. Smith Alderman

WC Thomas & Kiebort	A. B. Wilson	Record continued from page 237 of No. 1 Sept. Term, 1930.
le2 Leland J. Culbertson	vs. Earl A. Wells	

And now, Oct. 13, 1930, Motion by plaintiff for a new trial filed, and thereon rule to show cause why a new trial should not be granted, is hereby entered, returnable to first Monday of November, 1930; and the Stenographer is directed to transcribe the testimony, charge of the court, points and answers thereto; and leave is granted plaintiff to file additional reasons for a new trial within fifteen days after the testimony is filed. Per Curiam.

(See paper filed)

Now, Oct. 13, 1930, Upon presentation of plaintiffs motion in open court, rule is hereby granted to show cause why judgment non obstante veredicto should not be entered and so far as defendants counter claim is concerned; Returnable to first Monday of November, 1930. Per Curiam.

(See paper filed)

Nov. 5, 1930. Testimony and charge of court filed.

On Argument List for Nov. Term, 1930, No. 5. Nov. 25, 1930. Argued C.A.V.

Now, February 2, 1931, plaintiffs motions for judgment non obstante veredicto, and for a new trial are hereby refused. The rules to show cause granted thereon are hereby discharged, and a new trial is refused.

(See opinion filed)

Per Curiam.

May 11-1931, the above case upon payment of verdicts, int + costs including defendants bill ~~and~~ receipt of which is acknowledged is hereby discontinued + settled at Plaintiff's cost.

[signature] - Atty for Defts.

Petition of Ray J. Smith for Satisfaction of a Mortgage Smith to Daley

Record continued from page 389, of No. 153 Sept. Term, 1929.

served due and legal notice upon Paul Stuyvesant, administrator of the estate of John B. Stuyvesant, by registered mail, in accordance with the order of Court, and no person appearing to answer the said petition, and the Court being satisfied of the truth of the allegations of said petition, it is on motion of J. Perry Eckels, Esq., pro petitioner, ordered and decreed that the prayer of the petition be granted, and that satisfaction be entered by the Recorder of Deeds of Crawford County on the record of the mortgage given by Henry Smith and Clara Smith, his wife, dated April 21, 1873, and recorded in the office of the Recorder of Deeds in Mortgage Book Volum "2", Page 103, for Two hundred Dollars ($200.00) upon all that certain land mentioned and described in said petition and mortgage, on the payment of the costs due relative to the entry of the said satisfaction of said mortgage, or any proceedings thereon, and upon presentation of a certified copy of the petition and decree in said case to be filed by said Recorder of Record, which said satisfaction so entered and filing of said record shall ever 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 satisfaction had been entered by the holder or holders.

Per Curiam

(Signed) O. Blair Rent, P.J.

published in the borough of Conneautville in the County of Crawford, as appears by the affidavit of publication annexed to the return of the Sheriff, and that he

(See papers filed)

Nov. 11, 1929 Certified copy of decree issued.

Original Order to Sheriff returned: "Now, Nov. 22, 1929 Writ returned in default of remitting advance costs for service of same. No service rendered. So answers, Chas. H. Jones, Shff.

Henry Suhr Estate
to L. Suhr, Trustee,
vs.
Nellie B. Goettel
et al.

Record continued from page 444, of No. 46 Nov. Term, 1929.

And now, Nov. 25, 1929, upon motion on part of plaintiff in open Court, the return day of the rule to bring ejectment within six months from the service thereof, is hereby extended from the second Monday of November, 1929, to the first Monday of January, 1930. (See paper filed.) Per Curiam.

Same day, Order issued to Sheriff.

Rule returned: And now, December 16, 1929, writ returned: Personally appeared before, V. L. Greeley, Prothonotary, Charles H. Jones, Sheriff, who being duly sworn says that he served the defendants in the foregoing case as follows, to wit: Nellie B. Goettel on December 5, 1929, at her residence in Wayne Township, Crawford County, Pennsylvania; and upon Judson D. Pray, Trustee, at 211 Seneca Street, Oil City, (Venango County) Penna; and Henry E. Baum, Chester A. Baum, Helen L. Baum, and Jesse G. Whittemore, at their place of residence, Cranberry Township, Venango County, Penna, on December 3, 1929; and also, William M. Parker, Trustee, on December 3, 1929, at his chambers in the Court House, Franklin, Venango County, Penna, by handing to each of them a true and attested copy of Rule to bring Ejectment within six months, together with the order of Court in relation thereto and order of Court extending return day, by them and the making the contents thereof known to each of them.

So answers, Chas. H. Jones,
Sheriff Crawford County,

January 21, 1930. Disclaimer filed, being as follows:—

"And now, January 18, 1930, Chester A. Baum, Henry E. Baum, "Helen L. Baum, and Jesse (signed Jessie) G. Whittemore; William M. Parker "and Judson D. Pray, Trees under the will of Ida A. Minor, served "as defendants in the above entitled cause, come into Court "and in their own proper persons file this, their Disclaimer of "all title or claim of title or of possession to the premises "decribed in the writ in the above cause and any part thereof. (See paper filed)

Order sur motion to make Rule absolute:

And now, July 7, 1930, it appearing to the Court that the Rule to bring an Action of Ejectment, or show cause why the same could not be brought, issued in the above entitled case against the above named defendants, has been duly served on all of the defendants, and it further appearing to the Court that said defendants, or any of them, have not brought any action of Ejectment for said premises and have failed to appear and show cause why such action could not be brought within six months from the date of the service of the rule on the defendants,

and it further appearing that more than six months have elapsed since the serving of the rule upon the defendants, - on motion of Breen & Jobson, Attorneys for plaintiff the rule to show cause issued in the above entitled case, is made absolute. Per Curiam. (See paper filed)

Syr motion for judgment against defendants:

Order: Now, July 7, 1930.- The foregoing motion having been made in Open Court, and it appearing to the Court from the papers on file in the above case that more than six months have elapsed since the rule to show cause was duly issued and duly and legally served on each of the said defendants in the above entitled case, and it further appearing that no appearance has been entered by any of the said defendants in the above proceeding, and no action of ejectment has been instituted by them, or any of them, for cause shown why the same could not be done, for the premises described in the petition, and it further appearing that the rule to show cause in said case has been made absolute, and it further appearing from the records in said proceeding by written disclaimer filed on the 21st day of January, 1930 by said defendants, Chester A. Baum, Henry E. Baum, Helen L. Baum, Jessie G. Whittemore, William M. Parker and Judson D. Trax, Trustees under the will of Ida A. Minor, deceased, disclaiming any right of possession or title to any part of the premises described in the petition, and the rule to show cause issued in the above entitled proceeding, and upon consideration of said motion, it is ordered, adjudged and decreed that final judgment be and the same is hereby entered in favor of the plaintiff against the defendants, Nellie B. Goettel, and William M. Parker and Judson D. Trax, Trustees under the will of Ida A. Minor, deceased, Henry E. Baum, Chester A. Baum, Helen L. Baum, and Jessie G. Whittemore, their heirs and each of their heirs and assigns, for all that certain piece or parcel of land situate in the Township of Wayne, County of Crawford and State of Pennsylvania, bounded and described as follows, to wit: Beginning at a point in the public road at the southeast corner of that certain tract of land conveyed by Philip Beers to William Gromack et al. Trustees by deed dated September 22d, 1906 and recorded in Deed Book 170, page 688; and being the southwest corner of the tract of land hereby conveyed; thence along said road south 45° east three rods more or less, to the southeast corner of land hereby conveyed and the southwest corner of that certain property conveyed by Philip Beers to one Jacob Goldstein by deed dated July 26, 1901, recorded in Deed Book 158, page 33; thence along line of said last mentioned lot north 31°

continued on page 513.

Walter J McClintock	In re Petition for Guardian of Catherine Burns as a person of unsound mind.	Record continued from page 490, of No. 92 November Term, 1929.

Order of Court:

And now, February 3, 1930, the foregoing Return is hereby confirmed Nisi, to be finally confirmed in ten days, if no 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 Sixteen hundred Dollars, the said Guardian, Thomas F. Collins 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 Borough of Linesville, beginning in the center of Erie Street at the southwest corner of Land of J. B. Wallace; thence northwestwardly along land of Wallace thirteen rods; thence westwardly by a line parallel with Erie Street ninety seven feet; thence southwardly by a line parallel with the first described line thirteen rods to the center of Erie Street; thence eastwardly along Erie Street, ninety-seven feet to the place of beginning, and having erected thereon a frame dwelling house Per Curiam. (See paper (politogram) filed)

Feb. 3, 1930. Petition of Guardian to sell personal property of ward, presented in open Court and filed.

Order: Now, February 3, 1930, upon presentation and reading in open Court of the foregoing petition, Thomas F. Collins, Guardian aforesaid, is hereby directed to sell the articles of personal property belonging to Catherine Burns, a person of weak mind, at public sale, after giving notice thereof by one advertisement in the Linesville Herald, to pay the Costs and expenses of said sale out of funds of said estate and to account for the proceeds of such sale in his first account as Guardian. Per Curiam. (See petition file)

And now, Feb. 3, 1930, On motion in open Court, the attorney fees for all services to said estate to date, is fixed at $50.00 (See paper filed) Per Curiam.

Now Feb 13, 1930 Bond of Thomas F. Collins, Guardian, with Chas. A. Miller and George A. Garwood, as sureties in the sum of Sixteen hundred ($1600.00) Dollars approved by the Court and filed.

Our petition for Order to pay bills.

Now, Feb. 17, 1930, upon the presentation and reading of the within petition in open Court, it is hereby ordered, and Thomas F. Collins, Guardian of the estate of Catherine Burns, is directed, to pay the bills itemized in said petition, and in addition thereto to pay to himself $40.00 to apply on his Guardian's fees, to pay to the proper department the bill for maintenance of his ward at the State Hospital at North Warren to February 1, 1930, and thereafter upon presentation to him of

bills for future maintenance until the fund in his hands shall have been reduced to $350.00, which he shall hold to pay the expenses of the funeral of his ward, future costs, attorneys fees and commissions and other bills which may accrue in the future. Per Curiam. (See paper filed)

January 25, 1935, Petition Re Acceptance of Bonds, Filed.

Now, January 25, 1935, the foregoing petition having been presented in open court on the first Monday of January, 1935, and having been considered, the Court being of the opinion that if the petitioner complied with the demands of the Farmers & Merchants Bank of Linesville he would be investing trust funds in an investment not legal for fiduciaries in Pennsylvania, and being of the further opinion that said Bank cannot compel him to use any portion of funds on deposit in the said bank in purchasing stock therein, the prayer, therefore, of the petition is refused.

Per Curiam, O. Clare Kent. P. J.

Feb. 16, 1938, Final Account of Thomas J. Collins, Guardian filed showing no balance due the estate; Same day order for publication issued to The Linesville Herald of notice that the final account of Thomas J. Collins, Gdn., has been filed, and that the same will be presented for allowance and nisi confirmation by the Court, on the second Monday of March next; and unless exceptions thereto be filed within ten days after nisi confirmation, or cause be shown why such account should not be allowed, the same will be confirmed absolutely,

Mar. 11, 1938. Proof of Publication filed.

Sept. 15, 1938. Guardian's Petition for discharge filed;

Order: And now, September 16, 1938, upon presentation of the foregoing Petition in open Court, the prayer thereof is granted and Thomas J. Collins, Guardian of the Estate of Catherine Burns, is hereby discharged as such Guardian, and he and his bondsmen are released from all further liabilty thereunder and the Prothonotary is hereby directed to enter an exoneratur on his bond.

Per Curiam.

And now, March 24, 1938, no exceptions having been filed to the foregoing account, the same is confirmed absolutely sec. reg.

Paul D. Slayton
Prothonotary.

Walter J. McClintock

In re Petition for appointment of a Guardian for Mrs. Nellie Bryant, as a person of unsound mind

Record continued from page 491, of No. 93 November Term, 1929

Order of Court:

Now, February 3, 1930, upon presentation of the foregoing petition, and upon consideration thereof, Albert S. Faber, Guardian of Nellie Bryant, is hereby ordered and directed to make payment out of funds in his hands as such guardian, of the following bills:

	#	
V.L. Greeley, Prothonotary, costs of appointment of guardian and this petition	8	00
Emily Johnson, Notary Public, return of service on Mrs. Bryant	1	00
Mrs. Lena Siverling, assessments on beneficiary certificate	62	25
Mrs. Jean Faber White, money advanced for doctor and hospital bills and clothing	72	50
Albert S. Faber, money advanced for doctor and other bills	67	50
Earl T. Bryant, money advanced for doctor and other bills	78	50
Dr. E.L. Wasson, professional services as witness	5	00
Walter J. McClintock, attorney fee as per Court order	25	00
Total	# 319	75

and to use any unexpended portion of said funds thereafter for the purpose of providing his said ward with clothing and other necessities without further order of Court.

(See petition filed) Per Curiam.

Nov. 2, 1931, Petition to mortgage interest of ward filed in open Court.

And now, November 2, 1931, upon consideration of the foregoing petition and affidavits thereunto annexed, and on motion of Leland J. Gilbertson, Esq., counsel for the petitioner, it appearing that it will be to the interest and advantage of the said Nellie Bryant that her guardian, Albert S. Faber, be authorized to borrow of E. Greene the sum of #1500.00 for three years at six per cent, the same to be secured by bond and mortgage on the premises described in the foregoing petition, and that the said mortgage may be created without injury to any trust, charity or purpose for which the same is held, and without any violation of any law which may confer an immunity or exemption from sale or alienation, it is ordered and decreed that Albert S. Faber, guardian of Nellie Bryant, a person of weak mind, be and he is hereby authorized and empowered to borrow the sum of #1500 from E. Greene for three years at six per cent, and secure the same by executing, together with the other parties sui juris, a mortgage on the premises described in the foregoing petition, accompanied by a bond and warrant of attorney in the usual form, the title of the said E. Greene to be indefeasible by any party or persons having a present or any expectant interest in the premises, and unprejudiced by any error in the proceedings of the Court: the said Albert S. Faber first entering security in the sum of #600.00.

(See petition filed) Per Curiam.

bonds on next page

No. 93 November TERM, 1929

(contd from preceding page)

Nov. 23, 1931, Bond of Albert S. Faber, guardian, with A.J. Masters and Jean Faber White as sureties, dated Nov. 10, 1931, in the sum of $600.00, approved by the Court and filed.

Mar. 9, 1936, Petition of next of kin of ward for appointment of a guardian vice Albert S. Faber, who died Nov. 5, 1933,- presented in open Court and filed.

And now, March 9, 1936 the foregoing petition having been presented in open Court, and an adjudication of the said Nellie Bryant having been made by this Court on Nov. 25, 1929, and upon the request of the next of kin of the said Nellie Bryant- Mrs. Jean Faber White is hereby appointed Guardian of her estate. Bond to be given in the sum of $100.

(See paper filed) Per Curiam.

May 4, 1936. Petition for private sale of interest of minor in real estate presented in open court and filed.

And now, May 4, 1936, upon consideration of the foregoing petition and affidavits thereto annexed and on motion of Leland J. Culbertson counsel for the petitioner, it appearing that the said property is in a poor state of repair, that the mortgage is past due, that there is a large amount of interest delinquent thereon, together with taxes assessed and returned for several years and that the estate of the said Nellie Bryant can be released from any further action on the bond accompanying the said mortgage and that there is no equity over and above the said delinquent mortgage interest, assessed and returned taxes and that the sale can be made to the said E. Greene without injury or prejudice to any trust, charity or purpose for which the same is held and without the violation of any law which may confer an immunity or exemption from sale or alienation, it is Ordered and Decreed that the said sale be made and confirmed and that the said Jean Faber White, Guardian of the said Nellie Bryant, be and she is hereby authorized and empowered to convey the interest of the said ward in the said premises to E. Greene for the consideration stated in the said petition, the title of the purchaser to be a fee simple title, indefeasible by any party or persons having a present or expectant interest in the said premises, and unprejudiced by any error in the proceedings of the Court. Bond in the sum of One Hundred ($100.00) Dollars to be given and to be approved by this Court.

(See Paper filed.) Per Curiam

May 4, 1936. Bond of Jean Faber White, guardian, with Harry Faber White and Clara Grandfield White as sureties, dated Mar. 26, 1936, in the sum of $100.00, approved by the Court and filed.

Kent & Mook

X

In re Petition of M. E. Clark for appointment of a Guardian for Amanda Clark of West Mead Twp.

Record continued from page 271 of No. 35 Sept. Term, 1929

In Petition of Guardian:

And now, March 25, 1930, upon presentation and consideration of the foregoing petition, it is hereby decreed that the New First National Bank of Meadville, Pa., as Guardian of the estate of Amanda Clark, is authorized to pay out of the funds of the estate of Amanda Clark to Kent & Mook, the account submitted by them in the amount of $227.50, for professional services rendered to the estate of said Amanda Clark, and for so doing, this order shall be sufficient warrant and authority. (See petition filed) Per Curiam.

January 25, 1934. The First and Final Account of the First National Bank of Meadville, Pa., Guardian of estate of Amanda Clark, a person of weak mind, filed, and notice issued for publication in the Tribune-Republican that the account will be confirmed finally, on the second Monday of February next, at 9:30 o'clock A.M., unless exceptions thereto be filed in the meantime.

(Feby 6 1934 Proof of Publication filed.)

March 5 1934 No Exceptions having been filed the above account is confirmed finally. V. C. Greeley P.J.

Charles B. Stegner

Petition of Mayme Hogue Brossley for the appointment of a guardian for Charles V. Hogue of the City of Titusville as a person of weak mind.

Record continued from page 489 of No. 9, November Term, 1929

of Common Pleas of Venango County, Pennsylvania, praying that he be permitted to join with the other parties in interest in the sale of certain real estate therein situate and mentioned aforesaid under the provision of the Revised Price act of 1917, and the rules of this Court in such cases made and provided. Bond to be filed in the amount of $800.00. Per curiam (See petition filed)

May 23, 1930. Bond of New First Nat. Bank, Guardian, on sale of real estate in Venango County, in sum of $800.00, approved by the Court and filed.

June 29, 1945, First & Final account of Guardian filed showing balance due estate of $1,585.51. Same day advertisement of notice of filing account sent to The Titusville Herald, Titusville, Pa., stating that said account will be confirmed nisi on the first Monday of August next, and if no exceptions are filed within ten days of nisi confirmation said account will be confirmed absolutely.

July 9, 1945, Proof of publication filed

And now, August 17, 1945, no exceptions having been filed to the above account, the same is hereby confirmed absolutely.

Paul D. Slayton
Prothonotary

Henry Suhr Trust Est.
b. L. Suhr, Trustee
vs.
Nellie B. Goettel
et al.

Record Continued from page 503, of No. 46 November Term, 1929.

Final Decree Concluded.

east to the low water mark of Sugar Lake; thence by low water mark of Sugar Lake in a northwesterly direction to the northeast corner of said Bromack et al, Trustees land: thence by the line of said last mentioned lot south 31° west twenty-one (21) rods to a point in the public road, the place of beginning. Containg one half (½) acre, more or less.

The above described tract of land comprises two parcels of land, viz: 1. That certain tract of land sold by Philip Beers and wife to William B. Rakins by deed dated August 18, 1906. 2. That certain tract of land sold by Philip Beers to W. J. Hanna by deed dated August 20, 1906.

It is further ordered, adjudged and decreed that said judgment shall be final and conclusive between the parties hereto, their heirs and each of their heirs and assigns; and that hereafter no action of ejectment for the recovery of said above described premises, or any part thereof, or interest therein, or possession thereof, shall be brought by any of the said defendants claiming an interest in, or title to said premises described above, or by any person or persons claiming by, from or under the said defendants, or only of them.

By the Court.
O. Clare Kent, P. J.

(See paper filed)

"G" p. 12; "M" p. 31; "Ba." pp. 84, 84, 84. "Wh." p. 71; "J" p. 11; "P" p. 32.

Judgment, July 7, 1930
V. L. Greeley, Prothonotary

In re Petition of Pathy for new set of (a) D.S.B. docket index to plaintiffs; (b) Ejectment and Miscellaneous Index, and (c) New Appearance Docket Indexes.

Record continued from page 112 of No. 112 Feb. Term, 1929.

Report concluded:

"Respondents or Plaintiffs", and the second column, "Plaintiffs or Respondents" and thereafter shall follow a column for the number, term and year of the action, a column for the character of said proceeding, a column for the date said action was commenced, and the date of the adjudication, and a final column for the location and description of the property affected; that the first volume of said index shall include all of the matters above set forth from the date of the several acts requiring such actions to be indexed, and all actions of ejectments, partitions and adoptions upto January 1, 1931; that said first volume shall be included in one or more books as the Prothonotary may determine necessary to contain the same in a convenient sized volume; that all of the above actions shall from January 1, 1931, be included in Volume II of said index, and said index shall consist of two books,- one including the alphabet from "A" to "L" and the other from "M" to "Z".

(c) That new appearance docket indexes shall be provided in the form known as the Battco Universal Form, which shall contain the names of both plaintiffs and defendants and the number, term and year of the action only, and shall include all actions from and after January 1, 1931.

The Committee further desires to report to this Honorable Court that the old records of the Treasurer's, Clerk of the Courts and Prothonotary's offices are in a deplorable condition, due to the fact that no suitable place has been provided for the storage of the same, and your committee respectfully suggests that this Court direct the Commissioners of Bedford County, to provide a safe, clean and accessible place to store said records, and that the Court appoint a suitable and competent person to supervise and care for the installation of such a storage place.

All of which is respectfully submitted.

Paul E Thomas
Walter J McClintock
Donald L Thompson

Engrossed

Continued on Page 515

In re Petition of Prothy for new set of (a) D.S.B. docket index to plaintiffs; (b) Ejectment and Miscellaneous Index, and (c) New Appearance Docket Indexes.

Order of Court:-

Now, August 7, 1931, pursuant to the recommendations of the committee of the Bar appointed in the above entitled matter, and considering the advisability of the installation of the new indexes mentioned, as well as the urgent need for new Appearance Docket indexes in the office of the Prothonotary of Crawford County, it is hereby ordered and directed that the Prothonotary shall install in his office a separate index to plaintiffs in the D.S.B. docket, which said index shall contain only the names of the parties to said actions, the number, term and year of such actions; that said indexes shall include all plaintiffs and assignees of plaintiffs, together with all matters legally required to be indexed from February Term, 1931, to the present time; that said indexes shall be the form known as the "Cottco" Universal Index." and shall be contained in twelve separate volumes.

It is further ordered and directed that the Prothonotary shall establish and install in his office an index to be known as the "Ejectment and Miscellaneous Index", said index to include all actions of ejectment, appointments of guardians or committees for lunatics, habitual drunkards or weak-minded persons, divorce actions, condemnations, rules to bring ejectment, change of names, assignments for the benefit of creditors, sequestrations, appointment of trustees with relation to real estate, feme sole traders, receivers, specific performance of contracts, habeas corpus for the custody of children, adoptions, and all equity and other proceedings in any wise affecting real estate, said indexes to be the form known as the "Cottco Universal Index", and shall contain two columns for the names of the parties, first column to be headed "Respondents or Plaintiffs", the second column, Plaintiffs or Respondents", and immediately thereafter shall follow a column for the number, term and year of the action, a column for the character of the proceeding, a column for the date of the commencement of said action, with the date of the determination or adjudication thereof, and with a final column for

the location and description of the property affected. The first volume of said index shall include all of the matters above set forth from the date of the several Acts requiring such actions to be indexed, and all actions of ejectment, partition and adoption to January 1, 1931, said indexes to consist of two volumes, in one or more books, as the Prothonotary may determine necessary, and to be of a convenient size to accomodate all matters to be indexed, from the dates of the Acts requiring such indexing up to January 1, 1931; all of the above mentioned actions from January 1 1931, shall be included in volume Two of said indexes, the said index to consist of two books of convenient size and construction, one including the alphabet from A to L, and the other from M to Z inclusive; the index under title of "Ejectment" to include all matters contained in the present indexes as well as all new matters under this subdivision, and as contained in present Appearance Dockets.

It is further ordered and directed that new Appearance Docket indexes be provided for the said office known as the "Cottco" Universal Index" said index to contain the names of both plaintiffs and defendants, the number, term and year of the action only; to be contained in one or more books of convenient size and construction as the Prothonotary may determine necessary, and to include all actions from and after January 1, 1931.

All index books are to be of the "Cottco" Universal Index" form, flat-opening, and of a good quality paper, equal to that in use in the present indexes.

All matters in the present indexes now in use and which are to be transferred to the indexes herein provided for, shall be transferred in a fair and legible manner by some competent person or persons to be appointed or employed by joint action of the Prothonotary, the County Commissioners and the Court; the cost thereof to be paid out of the County funds by orders drawn on the Treasurer of said County by the proper officers.

It is further ordered and directed that when said new indexes shall have been prepared and installed in the office of the Prothonotary, it shall thereafter be the duty of said Prothonotary to enter in said index books an index of every matter and thing under the several titles as shall be required by law to be indexed in the form and to contain the substance herein provided for.

It is ordered that the Commissioners of Crawford County purchase the blank books or indexes provided for in this Order; that the cost of said books and the cost of transferring the index matters from the present indexes to the new indexes as provided for herein, be paid by said Commissioners out of the funds of Crawford County.

Per Curiam

(Signed) O. Clare Kent, President Judge.

Continued on page 523

In re
Petition for new Trustees
for
Titusville Industrial
Association

Record continued from page 445,
of No. 47 November Term, 1929.

(Order of May 4, 1931, Concluded):
found to be correct shall be confirmed
and distribution shall then be ordered,
and if valid exceptions are filed or if any issues of fact to
be decided, the cause shall be set down on the next Equity
Trial List for the taking of evidence, but if only legal
matters are to be considered, it shall be held on the next
Equity Argument List. Per curiam. (See paper filed)

Final Decree:

And now, this first day of June, A.D. 1931, this being the return
day of the rule granted in the above entitled proceeding to show
cause why the first and final account of W. J. Stephens, Luke
B. Carter and John J. Emerson, Trustees of the Titusville In-
dustrial Association, Limited, should not be confirmed
and distribution ordered, and it being made to appear
that due notice according to law of the filing of said
account by said Trustees, being the petitioners therein, and of
their intention to, and of the time fixed to apply to this
court for the confirmation thereof, and further orders of
distribution thereunder and pursuant thereto, has been given
and that said notice is in the words and form prescribed
in the order of this court directing such notice to be given
and was advertised in the Titusville Herald, and in the
Meadville Tribune Republican, two newspapers of
Crawford County, Penna., on the 6th, 13th and 20th days of
May, 1931, and the first publication in each newspaper
being at least twenty-one (21) days prior to the time fixed
in said order for making such application, and that at
least fifteen (15) days prior to the time fixed in said order
for making such application, copies of said notice were
mailed to all persons who are or may be interested in the
account or distribution, so far as known, and so far as
could be ascertained upon reasonable inquiry, addressed
to such persons at their last known post office address,
and due proof being made of record herein showing
compliance in all respects with the order prescribing the
form and contents and manner of giving said notice, and it
appearing that no answers, demurrers or other pleadings
have been filed denying or questioning the truth, correctness
or sufficiency of any of the averments of the petition or of
the petitioners themselves, and that no objections or exceptions
have been filed thereto, or to the granting of the relief
prayed, and that no exceptions or objections have been
filed or taken in open Court to said account, or to the
sufficiency, correctness or accuracy thereof, or to the distri-
bution shown to be contemplated, - on motion of Charles
B. Stegner, Esq., Counsel for petitioners, the Court proceeds
forthwith

forthwith to examine said final account at No. 47 November term, 1929, of this Court, and finds an audit by it or other audit unnecessary, and that said account is complete and correct, and Orders, Judges and Decrees;

1. That the said Account referred to in the Petition filed on May 4, 1931, entitled "In the Matter of the Titusville Industrial Association, Ltd, be approved and confirmed, and the same is hereby approved and confirmed.

2. That the balance for distribution as shown by said Final Account of the Trustees of said Association, namely, $7408.58, be distributed among the shareholders of said Association in proportion to their respective interests.

(See paper filed)

Per Curiam.

TERM, 1929

X

Louis Brecht
vs.
Benjamin Feinberg

Record continued from page 478, of No. 80 Nov. Term, 1929.

Sept. 5, 1933. Opinion of Court filed with this order,

Now, Sept. 5, 1933, the verdict rendered by the jury in the sum of $2048.54 is hereby reduced in the sum of $179.00, it being the amount paid to chiropractors and foot specialists, as testified by plaintiff, thereby reducing said verdict to the sum of $1869.54. Upon plaintiff's acceptance of this reduction, a new trial is refused. Upon plaintiff's refusal to accept the reduction, it is hereby ordered that a new trial be granted.

(See paper filed) Per Curiam.

Sept. 12, 1933. Plaintiff's acceptance of reduced verdict filed.

And now, January 14, 1938, plaintiff having paid the jury fee, judgment is now entered upon the verdict as reduced by the Court and accepted by the plaintiff, in favor of the plaintiff and against the defendant, for the sum of One thousand eight hundred sixty-nine dollars and fifty-four cents, with interest thereon from the 18th day of March 1933, and with costs of suit.

Debt	$1869.54
Interest from March 18, 1933	
Judgment	

F. page 69. Paul D. Slayton, Pro.

July 10, 1944, Sci. Fa. sur Judgt. to No. 92 Sept. Term, 1944.

J. A. Bolard

X

In re Petition for a Guardian for Miss Edna Bidwell as a person of weak mind.

Record continued from page 277, of No. 41 September Term, 1929.

Order of May 9, 1932, Concluded: guardian makes this petition, and it appearing to the court that it is to the best interest and advantage of the said weak minded or insane person that this sale and conveyance be made and that it can be made without injury or prejudice to any trust or charity and without the violation of any law which may confer an immunity or exemption from the sale or alienation, and that the price obtained therefor is a fair price for the same and more than could be obtained at public sale, it is ordered and decreed hereby that R. A. Birchard, guardian of Edna Bidwell alleged weak minded or insane person, join with the owners of the other three fourths interest in said real estate, in executing a good and sufficient deed in fee simple unto Harold B. Fitch, for all that certain real estate which is fully set forth and described in Paragraph Two of this petition, for the Sum of Seven Hundred Dollars ($700.00), one fourth of which amount, to wit, One Hundred Seventy-five Dollars ($175.00) is payable to petitioner as Guardian of said Edna Bidwell, free and clear of all incumbrances, payment to be cash and that the said R. A. Birchard shall enter the security of Three Hundred Fifty Dollars ($350.00) to be approved by this Court. Per Curiam (See paper filed)

May 9, 1932, Bond of R. A. Birchard, guardian, with C. B. Bidwell and D. L. Mathews as sureties, on sale of real estate, in the sum of $350.00, approved by the Court and filed.

Jan 9 1933 Second and final account of Guardian filed Showing no balance due Estate and Notice issued to Enterprise News that account will be finally confirmed on First Monday of Feby next Unless exceptions are filed in the meantime (See acct file)

Feby 3, 1933 Proof of Publication filed.

Feb 7 33 No Exceptions filed to the above account confirmed finally V. L. Greeley P.P.

March 15 1933 Certificate as follows filed. This is to Certify that I have received a copy of the Second and final account of said R. A. Birchard Guardian, filed with the Prothonotary of said Court the 9th day of January, 1933, and to be confirmed finally on the First Monday of Feby next unless exceptions are filed thereto. Dated Jan 13 1933 Henry H. Bassett Revenue agent Warren State Hospital. See paper filed

Nov. 10, 1941 Petition of Rex Birchard for appointment of a Guardian of the estate of Edna Bidwell, vice R. A. Birchard, deceased, presented in open Court, and filed.

Continued on next page.

No. 41 September TERM, 1929
Continued from next preceding page (521).

Now, November 10, 1941, upon presentation and consideration of the foregoing petition, Rex Birchard is hereby appointed as Guardian of the estate of Edna Bidwell, in place of R. A. Birchard, deceased guardian, the said appointee to take over the assets of the said estate of the value of $272.42; bond to be given in the amount of $500.00.

Per Curiam,
O. Clare Kent, President Judge

(See paper filed)

Dec. 18, 1941, Bond of Rex Birchard, Guardian of the estate of Edna Bidwell, with Denny L. Mathews and Charles Bidwell as sureties, in the sum of $500.00, approved by the Hon. O. Clare Kent, P. J., and filed.

Sept. 5, 1944, Final account of Guardian filed a balance due the Guardian of $12.02. Same day advertisement of notice of filing account sent to The Enterprise News, Cambridge Springs, Pa., stating that said account will be confirmed nisi on the first Monday of October next, and if no exceptions are filed within ten days of nisi confirmation, said account will be confirmed absolutely.

Sept. 28, 1944, Proof of publication filed.

And now, October 13, 1944, no exceptions having been filed to the above account, the same is hereby confirmed absolutely.

Paul D. Slayton
Prothonotary

Nov. 6, 1944, Petition for discharge of Guardian filed; Order; Now, November 6, 1944, upon presentation and consideration of the foregoing Petition the prayer thereof is granted and Rex Birchard is hereby discharged as Guardian of the Estate of Edna Bidwell, and the Prothonotary is directed to enter an exoneratur upon his bond.

Per Curiam,
O. Clare Kent, President Judge.

In re (a) D.S.B. Index
(b) Ejectment and Misc. Index
(c) App. Doc Indexes.

Record Continued from page 516 of No. 112 February Term, 1929.

And now, May 12, 1932. Petition of the Prothonotary for an order amplifying and enlarging the instructions for preparing and making the Ejectment and miscellaneous indexes, presented in open Court and to be considered by the Court.

Supplemental Order: And now, to wit, September 4, 1934, on due consideration of the petition of the Prothonotary for more specific instructions as to the parties to be indexed, in the various actions and proceedings mentioned in the report of the Commitee filed on February 23, 1931, and the order of Court of August 7, 1931, as well as certain other proceedings mentioned in said petition, and also as to the respective dates from which all such actions and proceedings are to be indexed, it is now ordered that -

1. Adoptions shall be indexed from May 4, 1855, when the original adoption act was approved, and shall be indexed up to April 4, 1925, when adoption proceedings were transferred to the Orphans Court; and that the names of the petitioners the original name of the child and the new name of the child shall be indexed where the same appears in the record.

Changes of name by separate proceedings, shall be indexed from said May 4, 1855; and both the original name and new name shall be indexed.

2. Ejectments shall be indexed from April 22, 1856, (the date of the original indexing act); and the names of the defendants shall be indexed up to June 19, 1913, and the names of all parties shall be indexed since June 19, 1913, as provided in said Act of 1913.

Rules to Bring Ejectments shall be indexed from June 11, 1879, and the names of respondents shall be indexed up to June 19, 1913, and both petitioners and respondents since said latter date.

Condemnation Proceedings, from same date as ejectments, to wit, April 22, 1856, and the names of both the owners of the land and those of the appropriating party shall be indexed.

Partitions commenced by Summons, known as Common Law Partitions, from the same date as ejectments, the name of the decedent owner where shown in the record, and the defendants up to at least three names, to be indexed up to June 19, 1913, and the decedent owner and all other parties since June 19, 1913, that is where such decedents name appears in the record. These same directions to apply to indexing Equity Partitions.

See next page

3. Bills in Equity Affecting Real Estate shall begin with Equity Docket No. 1, and should include Bills to amend or declare void deeds, etc., Bills of Discovery, and Injunctions against

No. 112 February Term, 1929. Contd from preceding page.

against selling or encumbering real estate as provided by Act of May 22, 1878, P.L. 95. Defendants names to be indexed up to June 19, 1913: all parties since.

Petitions to Become Feme Sole Traders,
Petitions to Prove Lost Deeds,
Petitions for Specific Performance of Contracts,
Actions of Dower,
Petitions to Bar Entail,-

are to be indexed from April 22, 1856 (the same as ejectments), Both the petitioners and respondents to be indexed. In Feme Sole Trader proceedings, the name of the husband shall be indexed as respondent. (Petitions of married women to secure their separate earnings, under Act of 1872, need not be indexed, not being strictly Feme Sole Trader proceedings.)

4. Divorces and Void Marriages,- shall be indexed from May 22, 1878, and only where decrees or annulments have been granted. The names of both libellants and respondents shall be indexed. In cases of void marriages, both the supposed married surname of the woman and her former married surname shall be indexed.

5. Lunatics, Habitual Drunkards, Weak Minded Persons, and Insane Persons: who have been so found or adjudged by the Court shall be indexed from May 22, 1878.

6. Additional Proceedings, under Act of June 19, 1913, shall be indexed from that date, to wit:

Assignments for Benefit of Creditors, Receiverships: Index Assignors' or Insolvents' names.

Appointments of Trustees in relation to real estate: All parties.

Petitions to sell real estate of first class corporations: Index name of corporation.

7. Declaratory Judgments in relation to real estate: Begin June 18, 1923, and index both petitioners and respondents.

It is further ordered that the following matters mentioned in the former order be omitted from said index:

Sequestrations of life estates.
Habeas corpus for custody of children.
Estrepements (if mentioned).

It is further directed that when a petitioners or plaintiff's name is indexed, the abbreviation "vs." shall be inserted between the name indexed and the other party, and when a respondents or defendants name is indexed, the abbreviation "ads." (adsectum) shall be placed in the column between the name indexed and the opposite party.

Per Curiam.
Signed O. Blare Kent,
President Judge.

(See paper filed)

TERM, 1929

Charles B. Stegner	Petition of Bessie L. Fairfield, Belle L. Maxwell, Gertrude L. Haviland, and Edith R. Kennedy for appointment of a guardian for Abbey B. Lammers of the City of Titusville as a person of Weak mind.	Record Continued from Page 290 of No. 54 September Term 1929. May 17, 1957 Proof of Publication filed. May 31 1957 No exceptions having been filed to the foregoing account, the same is hereby confirmed absolutely. Paul D. Blanton, Prothonotary
Final account recorded Accounts Docket # 6 Page 168.		

TERM, 1929

In Re:
Surety Company
Continental Casualty
Company

Record Continued from Page 285

No. 49 September Term 1929

May 12, 1980 Financial Statement as of December 31, 1979 filed. $1.00 Paid
May 13, 1981, Financial Statement as of Dec. 31, 1980 filed $1.00 paid
May 5, 1982 Financial Statement as of Dec. 31, 1981 filed. $1.00 paid
May 4, 1983 Financial Statement as of Dec. 31, 1982 filed $1.00 pd $2.00 Pd 5.14
Apr. 24, 1984 Financial Statement as of Dec. 31, 1983 filed. $3.00 Pd.
May 3, 1985 Financial Statement as of Dec 31, 1984 filed. $3.00 pd.
May 2, 1986 Financial Statement as of Dec. 31, 1985 filed $3.00 Pd.
May 4, 1987 Financial Statement as of Dec. 31, 1986 filed. $3.00 Pd.
Aug. 20, 1987 Financial Statement as of Dec. 31, 1986 filed. $3.00 paid
May 2, 1988 Financial Statement as of Dec. 31, 1987 filed. $3.00 paid.
May 3, 1989 Financial Statement as of Dec 31, 1988 filed $3.00 paid
April 27, 1990 Financial Statement as of Dec. 31, 1989 filed. $3.00 paid.
April 22, 1991 Financial Statement as of Dec. 31, 1990 filed $3.00 paid.
Apr. 21, 1991 Financial Statement as of 12-31-91 filed. $3.00 Pd.
Apr. 19, 1993 Financial Statement as of 12-31-92 filed $3.00 Paid
Apr. 21, 1994 Financial Statement as of 12-31-93 filed $3.00 Pd.
Apr. 21, 1995 Financial Statement as of 12-31-94 filed. $3.00 Pd.
Apr. 25, 1996 Financial Statement as of 12/31/95 filed. $3.00 Pd.
May 16, 1997 Financial Statement as of 12/31/96 filed $3.00 Pd
May 4, 1998 Financials Statement as of 12-31-97 filed $3.00 Pd
June 7, 1999 Financial Statement as of 12-31-98 filed Pd 6-10-99 3.00 [illegible] add,

TERM, 1929

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Crawford County

Pages

587

Thru

588

Missing

TERM, 1929

In the Matter of the assignment of Jacob B. Goldston to H. W. Spanfield, for benefit of creditors.

Record continued from page 56, of No. 56 Feb. Term, 1929.

Order: And now, April 1, 1929, upon presentation and consideration of the foregoing petition, it appearing that sufficient notice of the intended presentation thereof has been given to all lien creditors, and that the assignee has given bond as required by law, and that it is for the interest of all parties that the real estate described in said petition be sold, - H.W. Spanfield, assignee as aforesaid, is hereby authorized and empowered to make public sale of said real estate, and upon payment of the purchase money and confirmation of the sale, to convey the same to the purchaser or purchasers. The said sale to be held upon the premises, and 25% of the purchase money to be paid on the day of sale, and the balance upon return and confirmation thereof; notice of said sale to be given twenty days prior thereto by handbills and publication in at least two newspapers of Crawford County, once a week for three weeks. Return of sale to be made to Court on first Monday of May 1929. Stay of execution is ordered upon all liens against said real estate that may be divested by the sale hereby authorized, until this order shall be expended or revoked.
(See paper filed) Per Curiam.

June 7 1929 Proof of Publication of Final account filed.

May 20 1929 Final account of H. W. Canfield assignee of Jacob B. Goldston for benefit of Creditors filed showing no balance due estate and notice issued to Enterprise News of Cambridge Springs Pa that said account will be finally confirmed on second Monday of June next unless exceptions are filed in the meantime.

May 6, 1929 Return of Sale and Proof of Publication of Notice, filed.

Order: Now, May 6th. 1929, upon presentation of the above return of sale, the sale therein mentioned is now confirmed nisi, and if no exceptions are filed within ten days confirmation to become final and absolute, and the Assignee is then authorized and directed to execute and deliver to the purchaser a deed for the said real estate upon receiving the balance of the purchase price thereof. Per Curiam.

Now, May 27, 1929, No exceptions having been filed to the within mentioned sale, the same is confirmed finally, and the assignee is authorized and directed to deliver a good and sufficient deed for the premises described. Per Curiam. (See back of return)

July 1, 1929. No exceptions having been filed to the final account of Assignee, the said account is confirmed finally as of June 10, 1929. Per Curiam. (See account)

W. J. Sinderman & Victor Johnson Donald K. Thompson	Jacob Christopher Seber vs. Mabel Seber	Record Continued from page 50, of No. 50 February Term, 1929 May 27, 1929, petition for amendment of libel by adding further causes of complaint, presented in open court. And now, May 27, 1929, the foregoing petition being duly presented and considered, it is ordered that the amendment prayed for be allowed and same hereby is allowed; a copy of within petition, this order, and of amended libel to be served upon respondents attorney. Per Curiam. (See paper filed) Same day, Amended libel in Divorce filed.

Petition of L. N. Dilley for Release of lien of a mortgage upon certain land acquired by the Commonwealth in W. Shenango Township.

Record continued from page 269 of No. 33 Sept. Term, 1929.

along centre of public highway or lands of J. B. McMunigle and Roy Copeland, to a point; thence N. 88° 9' W 2691.4 feet along lands of John McCormick to a point; thence S 2° 11' W 262.2 feet along lands of John McCormick to a point; thence N 89° 5' W 751.1 feet along lands of William White to a point on the north line of right of way of the New York Central Railroad; thence N 43° 40' W 1274.6 feet along said right-of-way of the New York Central Railroad to a point; thence S 88° 5' E 3330.8 feet along lands of the estate of E. Mullen and Commonwealth of Pennsylvania, formerly Richard W. Hatton to a point; thence N 2° 36' E 1788.8 feet along lands of the Commonwealth of Pennsylvania formerly Richard W. Hatton to a point in the middle of public highway; thence S 77° 18' E 1024 feet along center of public highway or estate of Samuel Hatton to point of beginning; containing 102.1 acres strict measure,- be released and discharged from the lien of the mortgage given and executed by William Yokes, 2d, to Jacob Splitstone, dated January 15, 1854 and recorded in Crawford County in Mortgage Book Volume 6, page 520 and from the further payment thereof, and that a copy of the petition and decree in this case shall be entered on record in the office of the Recorder of Deeds of Crawford County for recording which he shall be entitled to a fee at the rate he is entitled by law to charge for recording deeds, which decree and record shall forever thereafter operate as a release and discharge of the said lot from the encumbrance of the said charges, and shall bar all actions thereon. Per Curiam.

(See paper filed) (Sgd) O. Blair Kent, P.J.

Aug. 5, 1929, certified copy of decree issued.

In Victor Johnson X	Com. of Penna ex rel. Gerald F. Denison and Morton L. Denison by their father and next friend Kenneth L. Denison, vs. Mrs. Lottie A. Jannet and Mrs. Lucy Long	Record Continued from page 415 of No. 17 November Term, 1929 September Sessions, 1926, in the Court of Quarter Sessions of Crawford County, Pa., be and remain in full force and virtue, with the exception that from this date the payments thereunder shall be $7.00 instead of $5.00 per week, with the direction that said Kenneth Denison, defendant therein named, make payments thereunder direct to the said Bethesda Home, as required in said order, but in the increased amount, the said named defendant, Kenneth Denison not being required to give additional security for his faithful compliance herewith and further, Mrs. Lottie A. Denison (now Jannet) is hereby ordered to pay to said Bethesda Home the sum of Two ($2.00) Dollars per week, in semi-monthly payments, toward the support and maintenance of said Gerald F. Denison and Morton L. Denison, until further order of Court. And it is further ordered that the plaintiff herein, Kenneth L. Denison, pay the costs of this proceeding; no witness fee to be taxed by either party, plaintiff or defendant. Per Curiam. (See paper filed) Signed O. Clare Kent P.J. Oct. 1, 1929 Three copies of said order certified

Oder- The Above named Morton L Dennison having been placed in the Care and Custody of the Bethesda Home on Sept 30 1929 there to remain Until further order of Court the Custody having previously been awarded to Lottie A Jeunet in proceedings Adh no 71 Sept term 1925 it now appearing that the mother Mrs Lottie A Jeunet is desirous of taking the said named Child from the Bethesda Home to be here after reared and Cared for in her home. It is therefor ordered that the said named Morton L. Dennison be delivered into the Care and Custody of his mother by the management of the said Home and for so doing this Shall be Sufficient warrant and Authority

Per Curiam
Clare Kent P.J

Walter J McClintock	Erma Steinhoff vs. Morrow Y. Steinhoff	Record continued from page 282 of No 46 September 1929

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

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 and provided that the said Morrow Y. Steinhoff shall not marry the said Mrs. Ethel Majroni his paramour during the lifetime of the said libellant, Erma Steinhoff.

And it is further ordered that the custody of Ella Jean Steinhoff, minor child of said libellant and respondent, be and the same is hereby awarded to the said libellant, Erma Steinhoff. Per Curiam

Kent & Mook	Ida J. McBride	Record continued from page 194,
vs.	vs.	
Otto Kohler	John F. Sparber	Of No. 70 May Term, 1929

Oct. 17, 1929 Plea and answer filed. Dft. pleads Not guilty.

On Trial List for 1st & 2nd Mondays of Jan. 1930 No 31

Jan. 14, 1930, continued on application of defendant.

On Trial List for 1st & 2nd Mon of Mar. 1930 No. 11

Mar. 7, 1930 Amendment to affidavit of defense allowed and filed.

Mar. 6, 1930 Jury selected and sworn as follows. 1. Burton Shontz 2. Geo. S. Sigendale 3. Wallace Crum 4. Richard Lord 5. J. R. Lippert Jr. 6. Edward P. Hickman 7. Mrs Warner Woodring 8. Bryan Johnson 9. Mrs. Gertrude Engle 10. O. R. Hannah 11. Lawrence Powell 12 Claude R. Williams Twelve good & lawful persons who upon their solemn oaths which they have taken say Mar. 8, 1930 They find for the Plaintiff for the land mentioned and described in the writ

Mar. 7, 1930. Defendants' points filed.

Mar 10, 1930 Motion for new trial filed and rule granted to show cause why new trial should not be had with leave to file additional reasons at any time before argument

And now, May 19, 1930 On motion in open Court, it is ordered that the Stenographer transcribe the notes of testimony taken at trial of this case. Per Curiam. (See paper filed)

May 22, 1930 Testimony filed.

On Argt. List for May Term, 1930. No 4. May 27, 1930 Argued C.A.V.

Now, Aug. 4, 1930, the rule to show cause why a new trial should not be granted, is hereby discharged and a new trial refused.

(See opinion filed) Per Curiam,

Nov. 18, 1930 Plff's Bill of Costs. #66.38 filed.

..... TERM, 1929

Leland J Culbertson	Frida A Fleming vs Ward L Fleming	Record continued from page 344 No 108 September Term 1929 unto respondent to wit said child at all proper times as he may choose so to do. By Curiam

Donald L. Thompson vs Stuart A. Culbertson	William J. Gordon vs Mary Mondack	Record Continued from page 314 of No. 314 February Term, 1929.

And now, October 8, 1929, a jury called and sworn as follows: 1- Frank Welch, 2- Frank Riser, 3 Merlin Foley, 4- C. L. Grove, 5- William W. Clark, 6- Irwin Jolley, 7- Mrs. C. W. McDowell, 8- Mrs. Charles Brown, 9- Mrs Josephine Cornwell, 10- Mrs. Clara Williams, 11- Florence Gross, 12- Mrs. Kate Gaston: twelve good and lawful persons, who upon their solemn oaths, which they have taken, say October 10, 1929, they find for the defendant under and in compliance with the condition of the article of agreement on part of the defendant. G. page 514

Walter J. McClintock
Otto Kohler, d.b.e.

Arthur V. Leberman
vs
Marjorie S. Mayer

Record continued from page 443 of No. 45 November Term, 1929.

Return to Foreign Attachment concluded:

Also, on October 25, 1929, I attached certain real estate property of the defendant, to wit, All that certain piece or parcel of land situate in the Second Ward of the City of Meadville, County of Crawford, State of Penna, bounded on the north one hundred (100) feet, more or less, by Walnut Street; on the east one hundred (100) feet, more or less, by land of Barrows; on the south one hundred (100) feet, more or less, by land of Richmond; and on the west one hundred (100) feet, more or less, by Liberty Street, having erected thereon a frame dwelling house, - by to and upon the said premises and then and there, in the presence of Fred N. Tibby, a credible citizen of the neighborhood, did attach and so declare that I attached the said real estate the property of the within named Marjory S. Mayer, defendant, and summoned Miss Fanella G. Harper, tenant in actual possession of said real estate, who held the said real estate under the defendant, as garnishee, by handing to her the said Fanella G. Harper, tenant, a true and attested copy of the within writ, and making the contents thereof known to her. So answers Chas. A. Jones, Sheriff
M. page 74.

And now, Nov. 6, 1929, On motion in open Court, leave granted to Otto Kohler, Esq., to appear de bene esse for the defendant, Marjorie S. Mayer. Per Curiam. (See paper filed)

Same day, Comes Otto Kohler, Esq., and appears de bene esse for Marjorie S. Mayer, the defendant, by special allowance. (See paper filed)

And now, Nov. 6, 1929, On motion on part of defendant, in open Court, to quash writ, etc., a rule to show cause is granted why the writ of Foreign Attachment should not be stricken off and proceedings vacated. Per Curiam. (See paper filed)

Nov. 8, 1929, Plaintiff's answer filed to Rule to show cause.

On Argt. List for Nov. Term, 1929, No. 9.

Nov. 26, 1929, continued on application of deft.

Dec 23 1929 The above case discontinued and attachment released. (See page 443)

TERM, 1929

Carrie Gillespie Wood vs Silas A. Wood	Record continued from page 186 Of No. 62 May Term 1929

the said Carrie Gillespie Wood be divorced and forever separated from the nuptial ties and bonds of matrimony, heretofore contracted between her the said Carrie Gillespie Wood, the libellant and the said Silas A. Wood the respondent.
And that thereupon all and every the duties, rights and claims accruing to either the said libellant or the said respondent at any time heretofore, in pursuance of said marriage, shall cease and determine: 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 Elizabeth J. Wood, minor child of the parties, be and the same is hereby awarded to the libellant, Carrie Gillespie Wood.

(See Papers filed) Per Curiam