EQUITY DOCKET

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1 JAN. 1878
TO
2 FEB. 1894

CLEARFIELD COUNTY

Jan 1878 - Feb 1894

Equity

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Arnold, Jennie C. + W.C. etal
Altoona Second Natl. Bank etal
Altoona First Natl. Bank etal
Arick, Sarah + George - etal
Aurand, Henry
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Albert, Elgie, Sheridan + Fred - etal
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Cooper, Mordecia M. (Etal)	
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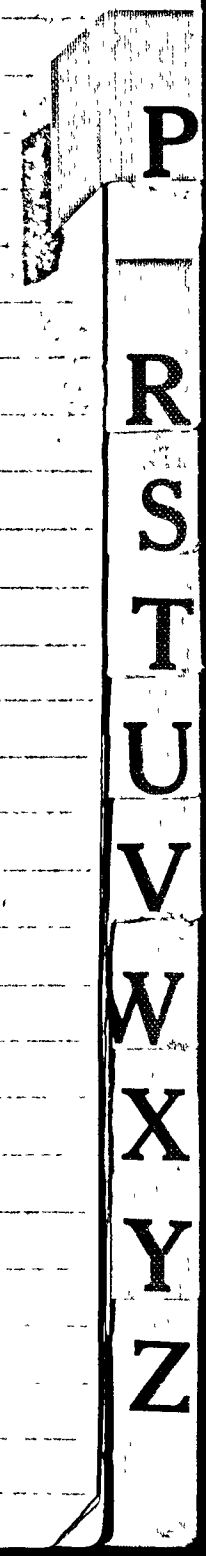

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Scates, C.A. "Etal"
Snowden, E.P. "Etal"
Skunkwilder, Jacob "Etal"
Schoonover, Orin "Etal"
Sheifer, Hiram + Margaret
Swoope, Susanna + Leland etal
Shaw, M.E. (mrs.)
Swoope, Susannah - etal
Shaw, Mary etal
Snyder, Jacob M.
Smith, James L.
Smith, John H. etal
Smith, S.L. etal
Shaffer, Isaac - etal
Swan, Anson - etal
Shoff, Fredrick
Shoblybarger, Mary Lucretia - etal
Shoblybarger, Jacob - etal
Shafer, Isa - etal
Skipper, Alexander - etal
Solon, Elizabeth - etal
Stevenson, W.H. etal
Schoonover, O.J.
Smiley, W.E. etal
Stigerwalt, Harriet E. etal
Stewart, Clara + Ashley - etal
Showers, Joseph W. etal
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Shoop, Anthony - V.A. Peterson, Fuge & Co. Etal
Shoff, Hannah, Rachel, Lloyd, Frank & Henry etal
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January Term 878

Kelding | Jacob F. Steiner & A. G. Steiner partners trading as J. F. Steiner & Son

Bill in Equity Praying the Court for Injunction and relief as in said Bill is set forth
Same day Order for Injunction by Hon J. H. Orvis Filed and Issued

11 Jany | 1 | 3 | Same Bond of J. F. Steiner & Son & Jacob F. Steiner and James B. Graham Surety in the Sum of One Thousand Dollars $1000— Filed before writ Issued

Richard Hughes

Relief Prayed For

1st That the Defendant his Servants Agents and employes be enjoined and restrained from Cutting and putting into said Stream the hemlock logs loge on said land until Such reasonable time as he is requsted to do So by Complainants in accordance with the Contract of the parties

2nd That Defendant his agents &c be enjoined & restrained from using occupying and holding the said Shannon landing or in Any manner interfering with the free use and enjoyment of the Same by Your Orators until permitted to do So by Your Orators or Authorized by the Court

3d That Defendant be directed to proceed to Cut and put in the Oak and pine logs in Accordance with the said Contract of the parties or in default thereof Your Orators be authorized to do So

4th That Your said Court Award and decree Defendants pay to Your Orators Such damages as they have Sustained by the unlaw=ful Acts of the Defendants herein Complained of

5th That the Court will grant Such other and further relief as in Equity and Justice may require &c

11th Jany 878 Plffs Atty file his printed bill with their affidavit and usual order thereon

11 Jany 878 I hereby Authorize and depute Jas L Leavy to Serve this writ Andrew Peltz Shff

11 Jany 878 Served this writ on Richard Hughs the within named Defendant by reading the Same to him and informing him of its Contents ~~outta~~
So On Oath Ans J. L. Leavy

Pro Bloom	$2,25	
Atty	3—	
Pro Bloom	,25	
" Bloom	,25	
" Bloom	50	
Shff Peltz	4—	
Pro Bloom	,50	
" Bloom	1—	
Shff Peltz	1—	
Pro Bloom	,75	
Shff Peltz	3,40	16.90
Pro Bloom	1,25	
Pffs Bill	10,84	
Pro Bloom	,25	
Pro Bloom	1,00	
" Bloom	1,50	
" Bloom	,60	
" Kerr	1,50 By Pff	
Pffs Bill	16,084	

And now 17 Jany 878 Above named Parties by their Atty at 2 oclock P.M. in open Court before the Judges of said Court. Whereupon Solicitor for Plaintiff Moved the Court to Continue the Injunction in this case made on the 9 Jany 878 and upon Argument of Counsel it is ordered adjudged and decreed that the said Injunction be and is hereby Continued
By the Court

29 Jany 878 writ of Injunction Issued
14 Jany 878 Served Printed Book on Richard Hughs personally by copy
Soans Shff Peltz

Jany Term 878

(WB. Page 147) 21 Jany 878 on motion of Solicitor for Plff. leave is granted to Plaintiff to amend their bill so as to correct a clerical error therein to wit that the Bill may read "all logs now cut and fit for lumber and all logs on any new clearing are to be put in next Winter" instead of reading all logs now cut and fit for lumber and all logs or any new timber are to be put in next winter

8 Feb 878 Served writ of Injunction personally on Richard Hughs by copy to Aus Skiff Rentz

And now 22 Dec 1879 on motion of Frank Fielding Solicitor for Plaintiff the Bill in this case filed is taken Pro Confesso in accordance with Rules of Equity Practice Eli Beaver Reg

On argument List at Adj June Term 1880 & Court

On argument List at September Term 1880 & Court.

On argument list at November T 1880 and Argued before J.H.O

Rule granted on Defendant to lay costs By the Court

On Argument list at Jany Term 1881 and 7 Jany 1881

Refered to Prothonotary to lax the costs By the Court

June Term 1878

M x G	Jacob H. Brubaker	Bill in Equity Praying the Court
		1st That Defendant be required to make and produce
27 April	1 3	a true and correct account of all moneys and goods
		received and disbursed during the Continuance of said
G R & W B	Daniel E Brubaker	partnership and at and since its dissolution
		2nd That said Defendant be also required to produce and
Pro Bloom	2 25	allow Your Orator or his Solicitors to examine all
Atty	3 —	the books and papers showing the dealings and
Pro Bloom	50	transactions of said partnership
" Bloom	60	3d That an Account may be taken of all and
" Bloom	25	every the said dealings and transactions and
" Bloom	50	that the Defendant may be directed to pay to
" Bloom	1 00	Your Orator what if anything shall upon such
" Bloom	60	account appear to be due from him Your Orator
		being ready and willing and hereby offering to
		pay to the Defendant what if anything shall be
		due to him from the Joint Concern
		4th And that Your Orator may have such other
		and further relief in the premises as Equity
		may require and as to Your Honorable Court
		may seem meet
		27th April 1878 Plaintiff files his Affidavit with
		printed Book having the usual order or
		notice to appear in 14 days or Judgment Pro
		Confesso and a decree made Against You in
		Your absence
		By Paper filed 2nd July - 1879
		G. R & W. Barrett appear for Deft
		And now 7 aug 1879 Compleamant enters Rule on
		Respondant to file plea demurer or answer within
		30 days or Judgment pro confesso as per Rule of Court
		Service accepted and Cosne of Rule waived
		"W.B. Page 338" by G R & W Barrett
		And now 26 Sept 1879 on motion of Murray Gordon
		Solicitor for Complainant S. V. Wilson is appointed
		Master to Report the law the facts and the form of
		a decree By the Court
		2 Oct 1880 Rule granted on Respondant to
		Close his testimony in this case By the Court

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June Term 88

McC & McC	John B. Shafer	Bill in Equity Praying the Court
16 May	2	1st That a Receiver be forthwith appointed by Your
	James I. Higbee	Court to receive and Attend to under the Authority
		of Our Said Court all the firm books accounts
		lumber and other property and of the Accounts
		arising from the Sales of lumber and personal
Pro Bloom	$2,25	property of the Said firm including Such Sales as
Atty	3 — pd McC & McC	were made by Defendant without proper Authority as
Pro Bloom	1,50	well as other Sales and the Said things to Secure
Shff Rents	1 —	Collect and manage to the best Advantage for those
" Rents	1 —	who may be legally entitled to the Same or to the
Pro Bloom	25	proceeds thereof
Pro Bloom Certificate	35	2nd That the Said Defendant be enjoined by Your Said
Pro Bloom	50	Court from Exercising further control over the firm
Pro Bloom	50	property or accounts until the further order of Court
" Bloom	50	3d That the Said Defendant be required to Set forth
" Bloom rule	60	an Account of all the partnership transactions &c
" Bloom	60	So far as known to him and So far as he was Con=
" Bloom	60	=nected with them including all property bought
" Bloom	125	and all disposed of by the firm of John B Shafer & Co
" Bloom dis. Con	25	through Said Defendant or otherwise: and the Amounts
	13,95	of purchases and of Sales Stating each one Specifically
Jan 25th 1879 thirteen 95/100 the above		and of the Sums received by Said Defendant or by
Cost paid by John B Shaffer.		Any person or persons by his order or for his use
Eli Bloom		in respect to the business of J B Shafer & Co and how
Pro		the Said Sums were respectively Applied or disposed
		of as well as an account of all matters refered to
		in this Bill in Equity
		4th That Said Defendant by decree of Your Said
		Court be required to pay at once the Sum ~~of~~
		Advanced for Expences of the business of the
		Said firm to wit: the Sum of $1600 — more or less
		and also the further Sum of about $308 — for the
		items mentioned in the 2d paragraph of this Bill
		for which Said Defendant was to pay at the
		time the Said Articles were received by him
		and that Said Defendant be further required
		to pay Complainant interest on Said Sums for
		Such times as in the Judgment of the Court is
		According to Equity
		5th That the Said Defendant be further required
		by the decree of Your Said Court to pay over to
		Said Complainant the balance of the purchase
		Money due by him upon upon the purchase
		of the undivided half of Said Saw mill property
		to wit: the balance of $1700 — with Interest from
		the 14th day of September A D 1876
		6th That Said Defendant be required to Satisfy his
		Judgment Against Complainant No 200 June
		Term 87 in the Court of Common Pleas of Clearfield
		County Pennsylvania with the right on part of
		Defendant to a Credit for the Same in the
		Settlement of Accounts
		7th That Said Defendant be required by the

Nov Feb. 25th 1879

June Term 878

decree of Your said Court to pay to the said Complainant such portion as it may be ascertained is due from Defendant of the proceeds and profits of the business of the said firm of John B. Shafer & Co and also all other moneys that may be ascertained to be due from Defendant to Complainant

8th That Your Orator the Complainant may have such further and other relief as to Your Honorable Court may seem meet and as Equity may require

16th May 878 Complainant files his affidavit with printed book having the usual order or notice to appear in 14 days or Judgment Pro Confesso Same day Served Bill on Defendant personally by giving to him a duplicate original copy of the Same with the printed Notice endorsed on the Same So Attest Shff Bentz per C J Keagy Dep

16 May 878 Notice Served on James S Higbee personally & by copy that there would be an application made to the Court on the 20th May 878 for the appointment of a receiver So Attest Shff Bentz per C J K Dep

20 May 878 George R Vorling is appointed Examiner by the Consent of the Parties with the power to ascertain and report the facts and all other things relating thereto according to the Agreement of the parties set forth and filed of Record By the Court

By paper filed 18th June 1878 see report of George R Vosburg Examiner appointed by the Court in this Case

8 July 878 Exceptions to the Report filed by J B. Shafer the Plff

28 Sept 878 Rule granted to Show cause why the Report of Geo R Vosburg Examiner Should not be set aside Ret at November Term By the Court

3 Oct 878 Service accepted on rule by G R & W B Barrett

"W.B. Page 223"

Plaintiff by Atty enter rule to take Dep to be read on argument of this case

25 Oct 878 Defts Atty enters rule to take Dep to be read on argument

On argument list at Adjourned November Term 878 and Marked Settled and off the list By the Court

Nov Stat. 25th 1879 this suit is discontinued according a settlement made between the parties.

Attest Shff Bentz per C J Keagy Dep

Solrs for J B Shafer

Sept Term 878

	Emily Wright Administratrix of A K Wright deceased		Bill in Equity Praying the Court 1st That an account may be decreed and taken of the State of the Partnership dealings as aforesaid 2d That some proper person may be appointed to receive and collect all moneys which may be becoming to the credit of the said late Copartnership 3d That the Defendants may be restrained by injunction from Collecting or receiving Any of the Debts due and owing to the said Copartnership and Such other relief as to Your honors may Seem fit
16 July	1	3	
	James T Leonard James B Graham William A Wallace William Porter George L Reed and Joseph Shaw		To this end may it please Your Honors to grant unto Your Orator your writ of Subpoena directed to the said Defendants and Each of them thereby Commanding them and each of them to Appear and Answer to the Bill and Complaints and to Abide and perform what further order and decree as to Your Honors Shall Seem meet
Pro Bloom		2.25	"By paper filed & dated 17 July 878 See to wit"
Alty		3—	We the Defendants named in the foregoing Bill
Pro Bloom		1—	of Emily Wright Administratrix of A K Wright Decd
" Bloom		.50	do hereby Appear in the Court of Common Pleas of
" Bloom		1.00	Clearfield County Sitting in Equity And the
" Bloom		.25	foregoing Complaint with like effect as if Subpoena had been regularly Issued Served and returned and the Cause had by pleading been regularly put at Issue And We Admit the truth of the facts by the said Administratrix Set fourth in the said Complaint and we Agree that the said Court may decree an account of the said partnership assets to be taken as of this date between the said Estate and the said firm and may make Such other Order as it Seems proper in accordance in accordance with the prayer of the Complainant and may Appoint a receiver to take Charge of the assets for the purpose Aforesaid
			Clearfd July 16 878 Signed by the defendants
			And now July 5th 878 in accordance with the prayer Admission and Agreement above made an Account of the Assets and State of the dealings between the Estate of A K Wright decd and the Clearfield County Bank is decreed and ordered that John W Wrigley Esq of Clearfield County be the receiver of the assets of the said firm with power to Collect and Apply under the order of this Court in the usual form He to give Bail with two Sureties in $20,000— for the faithful performance of his duties
			C A Mayer P.J.
			By paper filed 16 July 878 See Bond of Jno W Wrigley Wm A Wallace and James Wrigley in the Sum of $20,000— Conditioned for the faithful performance of his duties as receiver

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Jany Term 879

N.Y.K	David K Ramey	Bill in Equity Praying the Court
14 Oct	1 3	1st To compel Defts to deliver up cancel and revoke Contract of the 18 Sept 1874
		2d To Award damages &
	Wm Kendrick Tho.	3 Other & further relief
M.T.S.	H Rickert & Robert	Same day & writ 14 Oct 878 Affidavit of non
	6 Greens	residence of Defendants with Special order of
		Service by the Court filed
Pro Bloom	$2.25 By att	14 Oct 878 Plff files his affidavit with Printed Book
Att	3 —	having the Usual order or notice to Defts to appear in
Pro Bloom	1.50	20 days or Judgment pro confesso and decree
Shff Pentz	40.40	made Against them in their Absence
Pro Bloom	60	16 Oct 878 Served writ on Thomas H Rickert & Robert le
Shff Pentz	1 —	Grien personally by copy and 17 oct 878 Served on
Pro Bloom	1.50	Wm Kendricks personally by copy
" Bloom	.50	Sworn on oath ans Shff Pentz
" Bloom	1.25 —	Oct. 23" 1878. We hereby appear for Respondents.
" Bloom	50	"W.B. Page 240" Murray & Gordon.
" Bloom	1.00	And now 22 Nov 878 Rule entered on Defts to
" Kerr	50	file their Plea Demurrer or answer to Plffs Bill
" Kerr	50	within 30 days or Judgment Pro Confesso as provided
" Kerr	1.00	for under rules of Equity practice Wallace & Krebs
" Kerr	1.00	Solicitors for Compt.
" Kerr	1.50	23 Nov 878 Service Accepted on rule by
" Kerr	50	"By paper filed See to writ" Murray & Gordon
" Kerr	25	Now 30 Nov 878 we having already entered our appearance
" Kerr Decree	2.50	on the docket for respondents in the above case do hereby appear
Masters fee	350.00	for respondents in the Above case and direct this paper to be
	$411.25	filed as our formal Appearance in the cause
		Attest A.M. Bloom dep cn Murray & Gordon
		14 Dec 1878 answer of Respondent filed and service
		Endorsed thereon as follows: Now 14th December
		1878 Service of the within answer of Defendants
		accepted and of the requisite number of printed copies
		of the answer under the Rules of Equity Practice
		Wallace & Krebs
		Attys for Complaint
		21st Dec 1878 Replication on part of Plff filed
		"And now 28 Dec 878 on Application of Complainant
		by his Atty Wallace & Krebs Waller Barrett Esq is
		appointed Master in Chancery in the Above case
		to report facts and decree By the Court
		7 Feby 1881 Report of Master filed in above case
		On Argument list on 8 Feby 1881 & Cont By the Court
		On Argument list on 2 mar 1881 & Cont By the Court
		On Argument list at mar T 1881 & Cont By the Court
		On Argument list at June T 1881 And 25 May 1881
		Refered back to the Master (See Report)
		And now 17 Nov 1881 Waller Barrett Esq files his
		Suplimental Report in the Above case
		And now 16 Nov 1881 Service of notice accepted &
		time waived Wallace & Krebs
		Murray & Gordon

Read July 14th 1882 from Murray & Gordon twenty dollars & no/100 being one half of Sheriff Pentz costs in this case Paid Oct 20th 1882 A.M. Bloom Atty for Shff Pentz

Recd 24th Jany 1882 of Wallace & Krebs attys for D.K. Ramey Thirty dollars & 62/100 being 1/2 of the above costs in full except Masters fee Jas Kerr "WB Page 247"

Rec'd of Wallace & Krebs one hundred & seventy five dollars in full of D.K. Ramey's half of my fee in this case

Walter Barrett

306 No 70 1879

Janry Term 1879

And now 16 nov 1881 the time for filing exceptions &c for filing and confirming the Supplimental report of the Master by and under Rule 79 of Equity Practice is hereby waived and it is agreed that the said report may be forthwith filed

Wallace & Krebs
Murray & Gordon

In the Court of Commmon Pleas of Clearfield County of November Term 1881
In Open Court the Supplimental report of Walter Barrett Esq Master in Chancery Coming in for filing and consideration no exceptions being filed thereto it is by the said Court ordered adjudged and decred that the said report be confirmed and:

First That the Contract of Lease dated the 18th day of September A.D. 1874 between Thomas McCauley James Dowlen &c David K Rainey parties of the first part and William Kendrick Thomas H Rickert and Robert L Green of the County of Schuylkill Penna of the other part and marked as Exhibit "A" in the bill of the Plaintiff in this case be and the same is hereby declared Void and of no further force or effect and that the same be forthwith delivered up and Cancelled

Second That the said William Kendrick or his Executrix &c devisee and the said Thomas H Rickert &c Robert L Green their heirs executors administrators and Assignes be and they are hereby ordered to Cancel &c deliver up the same to the said David K. Rainey within thirty days from the date of this decree

Third That the personal property upon the said premises in the Contract aforesaid described shall be and continue the property of William Kendrick & Co and be removed from the said premises within Sixty days from this date without let or hindrance from the Plaintiff

Fourth That the Costs in this case shall be paid one half thereof by the Plaintiff and the other half by the defendant

By the Court
C. A. Mc
P. J.

ALL PAGES

FROM

12 TO 13

ARE BLANK

AND NOT

SCANNED

Jany Term 1879

W&K

Patrick Flynn Jun
James Flynn

2 vs

A. C. Finney Jun
S. D. Barrows

Bill in Equty

Relief prayed for as follows
1st For the issue of an injunction
2d For an account from Defts to Plff
3d Appointment of a Master in Chancery to take and State an account
4th For other relief

18th Nov 1878 Special order of Servce made by C. A. Mayo P. J.
21st Nov 1878 Served the within Bill in Equty on S. D. Barrows by leaving a true and Attested Copy at his dwelling house With an adult Membr of his Same day Served the Same On Elmer E. Finney Agent And Atty in fact A. C. Finney One of the defts by handing him a true and Attested Copy and informing him of the contents thereof
So Ans John S. Bastian
Dep'ty Shff

Sworn and Subscribed before Me the 29 day of Nov 1878 Wm Colmer
Prothy

Nov 19th 1878 I Hereby depute John S Bastian to serve the within writ
So ans Andrew Pentz Sheff
"W B page 244"

And now 6th Dec 1878 on Motion of the attorneys for the Complainants The Bill having been duly served with the affidavits of servce filed Rule entered on Defendants to file their Plea Demurrer or answer within 30 days or Judgment be taken against Defendants Pro Confess
Wallace & Lee atty for Plff

6 Dec 878 Service accepted on rule by
G R & W Barrett

By paper filed & dated 11 Dec 1878 G R & W Barrett appear for the Defendants in the above case A. C. Finney & S. D. Barrows and direct an appearance to be entered to the Case on the Equty Docket
Ord now 26 Dec 1878 leave is granted ~~and~~ the G R & W Barrett to withdraw their appearance for Defendant in this case
By the Court

Pro Bloom $2.25 By att
Atty 3 —
Pro Bloom .50
Shff Fees 12.10 Pd by Plff
Pro Bloom rule .60
Shff Fees 1.50 Pd by Plff
Pro Bloom .50
Pro Bloom .50

Mailed to Dec 1878
J. F. Shyder
Carrier

January Term 879

McE & McC	J. Blake Walters Assignee of Hiram Woodward and Joseph Willhelm	Bill in Equity Praying the Court 1st That Your Said Court by proper Proceedings in accordance with Equity practice ascertain the Value of the Stocking contracts timber interests and other property of the Said Hiram Woodward which the Said defendants or either of them have obtained under pre=text of keeping off other Creditors and of Allowing Said Woodward to retain or have the benefit of the Same for the purpose of paying off his debts which purpose or Trust Said defendants afterwards neglected and refused to execute
1/4 Dec	No 3	
N & Knb	John G. Reading and Charles Baitles Sr	
Pro Bloom	$2.25 By atty	
Atty	3 —	
Pro Bloom	1.50	2nd That the Court further in like manner ascertain to what extent Your Orators or either of them as Creditors or as representing Creditors are entitled to demand and receive the Ascertained Value of the aforesaid property
" Bloom	.50	
" Bloom	.50	
" Bloom	1 —	3d That Said defendants or Such of them as are liable be required by decree of Your Said Court to pay over and apply upon Such of the debts due from Said Woodward to Your Orators respectively or to those Creditors whom they represent So much as by the decree of Your Said Court it may be ascertained they are respectively en=titled to demand and receive
" Bloom Injunc	1 —	
" Bloom	.25	
" Bloom	.50	
" Bloom	1 —	
" Bloom	.50	
" Bloom	.50	4th That Your Court further ascertain in the manner aforesaid what payments have been made upon the Judgments and Claimes refered to in this bill as held by John G Reading either as Plaintiff or as assign=ee also what Credits Said Orators and other Creditors represented by Complainants are entitled to have allow=ed upon the Said Judgments and Claims held or represented by Said John G Reading So far as Said Judgments and Claims represented by Said Reading come in competition with the Judgments and Claims of Your Orators and other general Creditors of Said Hiram Woodward Against the property of Said Woodward
" Bloom Record	3.50	
" Bloom	.50	
" Bloom	1.50	
Supreme Court Exs	6.00	5th That by decree of Your Said Court the Said Reading or the parties Standing in his place be required to enter and Allow upon his Said Judgments and Claims so far as they come in competition with the Judg=ments and Claims of Your Orators or other general Creditors Such Items Sums and Amounts as in Equity ought to be allowed
		6th That until further order of the Court the Said John G Reading and those Controlling or managing the Judg=ments entered in Clearfield County Pa in his name or Assigned to him Against Said Woodward be restrained by injunction from proceeding upon any of Said Judg=ments by execution to make Sale of the real or personal Estate of Said Hiram Woodward
		7th That the Said Reading be required to Show and Account for the Moneys and profits received upon the timber taken off the Caledonia property in which Said Woodward had an interest of one fifth and the timber taken off and Standing on the Locke land as to which Said Woodward Claims to be paid

to the extent of Twenty five cents per Thousand and also the amount of timber the money and profits derived from the D. Tyler timber refered to in this bill and also the money collected upon the Judgments in Lycoming County and also the amount of timber money and profits derived from the Trout run lands refered to in this bill and also all other moneys or property which came into his hands in which Said Woodward had or has an interest and that he be required by decree of the Court to pay over the same to the parties entitled thereto

3dly That Your Orators the Complainants may have Such further and other relief as to Your Honorable Court may Seem meet and as Equity may require

McCenally & McCurdy Solrs Plffs

17 Dec 878 J.B. McCenally files his affidavit Stateing that the Defendants are non residents of Clearfield County, that Saied Reading resides in Philadelphia Pa. & C. Bartles dr. in New Jersey.

And now 10 Dec it appearing by the foregoing affidavit that John G Reading is a non resident defendant without the Jurisdiction of the Court, it is ordered that a copy of this bill be Served upon him in the City of Philadelphia or elsewhere or wherever he may be found in the State of Penna. with notice to appear attached as prescribed by Rule 6 of Equity Practice together with a copy of this order

C A Mayer P.J.

17 Dec 878 Complainants by their Attorneys file their affidavit with the usual Order & or notice to appear in 14 days or Judgment Pro Confesso

And now 10 Dec 878 the bill in this case read and it is ordered that a preliminary injunction as within prayed for be Issued restraining until further order of the Court the Said John G. Reading and all others controlling or managing the Judgments No 325 Mar Term 877 in the Common Pleas of Clearfield County Pa of Said John G. Reading against Said Woodward or other Judgments entered in Said County in the name of, or assigned to, Said Reading against Said Woodward from proceeding upon any of Said Judgments by Defecution to make Sale of either the real or personal Estate of Said Woodward Said injunction to be taken as dissolved unless a motion to dissolve the Same be argued before me at Clearfield Pa on Friday the 27th day of December A.D. 878 of which five days previous notice Shall be given in writing to the Said Reading or to their Attorneys on Said Judgment or Judgments together with a copy of this bill Bond to be given in the Sum of $1000— by the Plaintiff or Some of them with at least one Surety to be approved by the Court before Said injunction Shall issue or by the Clerk of the Court C A Mayer P.J.

17 Dec 878 Complainants Attys file Bond in the Sum of $1000— with J Blake Walker Joseph Willhelm and J.K.P. Hall as Surety conditioned as per above order Grest

17 Dec 878 Complainants Atty files precipe for Injunction. 17th Dec 1878 Injunction issued the above Mentioned Bond having been approved

21 Dec 878 Service of the Complainants Bill accepted and also of the Motion to dissolve Said writ of Injunction allowed to Issue as per within order of Court

"By paper filed 31 Dec 878 see to wit" Wallace & Krebs for Defts

And now 31 Dec 878 Wallace & Krebs hereby Appear for the Above named Defendant Expressly reserving all legal exceptions to the Jurisdiction of the Court or other matters contained in the Plaintiffs Bill Wallace & Krebs

On Argument list at Adjourned Nov Term 878

28 Dec 878 Injunction Continued. Opinion to be filed By the Court

By paper filed 24 Jany 879 and dated Same day Charles Brown Chas. Brown Exr of H Osburn. Jane P. Rodgers and Rodgers her husband to use of Said Jane and Martin Moore Are Allowed to go on the Record as Complainants or Plff in this case according to their request By the Court

7 April 879 Wallace & Krebs file Certiorari from the Supreme Court with John G. Reading Chas Bartles and Philip Dotts as Bail in the Sum of $1000—

Jany Term 879

7 April 879 Service of this writ with Rule to Appear & plead accepted for the Plaintiff below now Appeales McCleary & McCurdy for appelt
"Wm Page 296" And now 16 April 879 on motion of McCleary & McCurdy Samuel Conoway a lenditor is allowed to go upon the Record as co Plaintiff full Exemplification of the Record made for Supreme Court May 879
"By paper filed 23 Oct 879 we dated 24 Sept 879 See to wit"
And now 24 Sept 1879 an agreement having been made by which the Claims of Hiram Woodward against Reading Battles and others are Settled this Bill in Equity is discontinued The costs to be paid by Woodward & Willhelm

Hiram Woodward
Joseph Willhelm
McCleary & McCurdy attys
for Plff
J Blake Walters
Assignee

accepted
y for appeal
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ttys
may 8/9
le by
ttes
ued
ward
ina
andy attys
lers
ee

March Term 1869

G R & W B Mc & Mc 12 Feb	J Charles Brenner Plaintiff 1 3	Bill In Equity Praying the Court 1st That each of the Defendants may answer the Premises
W & K T & G	Horace E Taylor F R Reed and B F Bentley assignee Defendants	2d That it be so decreed that the Aforesaid Agreement Annexed as Exhibit "A" is binding And Obligatory between the said Defendants Horace E Taylor and B F Bently his assignee and Your Orator and that Your Orator is entitled to an Interest in the Share and Interest of the said Horace E Taylor and his said Assignee of and in the lands purchased at Sheriffs Sale under the said A=greement in the proportion that the said part of the said of the said Horace E Taylor Assigned to him by said Agreement bears to the whole Amount of said Judgment Subject to the payment of a portion of all nioneys ad=vanced by said Taylor under the said Agreement in the same proportion as the said part of the Judgment Conveyed to Your Orators bears to the whole amount thereof
Pro Bloom	12 2s by Atty	
Atty	3	
Pro Bloom	1,50	
" Bloom	,50	
" Bloom	,25	
Cost pd by G R & W	1,00	
Pro Bloom	1	
" Bloom	1	
" Bloom	1	
" Bloom	1,50	
" Bloom	1,00	
" Kerr	2,00	
" Kerr	,50	
" Kerr	,25	
" Kerr	,50	
" Kerr Dy	1,25	
" Kerr	,50	
" Kerr	50	
Shyf Mah	4,50	
Pro Kerr	1,00	
" Kerr	1,50	
" Kerr	,50	
" Kerr	25	
" Kerr	25	
Shyf Mah	1,50	
Pro Kerr	,50	
Pro Kerr	,50	
Pro Kerr	,50	
" Kerr	1,00	
" Kerr	,50	
" Kerr	,50	
" Kerr	,50	
" Kerr	1,50	
" Kerr	25	
Dep to Bill	75,16	
Pro Kerr Dorcas	2,50	
Masters Fee	200,00	
Pro Bloom	1,00	
" Bloom	,50	
" Bloom	,50	

3d That it be decreed that the aforesaid Agreement Annexed as Exhibit "B" is binding on all the parties to this bill and upon payment by Your Orator of such Sum or Sums of Money as upon an account being taken as hereinafter prayed for it shall be found that under the provisions of said two agreements is due and ought to be paid by Your Orator to any or such of the Defendants as by said account shall appear entitled thereto a conveyance of said lands and premises be made by the said B. F. Bentley Assignee and F. R. Reed to Your Orator

4th That it be decreed that the Defendants may make a full and true discovery and disclosure of and Concerning all and singular the transactions and Matters Aforesaid and an Account be taken by and under the directions of this Honorable Court. of all dealings and transactions and of all moneys received and paid by the said defendants and Each of them under and in pursuance of the Agreement hereinbefore Set forth and that the Sum or Sums of Money which are to be paid by your Orator upon Conveyance to Your Orator of the lands in the said bill mentioned if such Sum or Sums there are to be paid be found and ascertained and the defendant or defendants to whom the same are to be paid Your Orator being ready and willing to pay any such Sum or Sums as shall be found due by him under said Agreements to the Aforesaid defendants or any of them

5th That until such account be taken or further ordered of Your Honorable Court the said Defendants F. R. Reed and assignee of H E Taylor be restrained by the Order and Injunction of Your Honorable Court from granting and Conveying any of the said lands or Real Estate

6th Such further and other relief as the Nature of the Case may require and to Your Honorable Court Shall Seem meet G R & W Barrett Solicitors for Plff

12 Feb 1869 Plffs Atty files Affidavit of Plff Stating that the Defendants are non residents of Clearfield County but that they reside in the City of Williamsport Lycoming County Pa

By paper Filed and Dated 3 Mar 1869 Murray & Gordon appear for Horace E Taylor F R Reed and B. F. Bentley the respondents in above case and direct an appearance to be entered for them in this case

Test F. Fa 106 May T 1887

21 Feb 879 Served on Horace & Taylor by producing to him the within bill & informing him of the Contents and delivering a true copy of the Same 24 Feb 879 Served on B.F. Bently Assignee of H.C. Taylor by producing to him the within bill & informing him of the Contents thereof and delivering a true Copy of the Same - And Served on F.R Reed by producing to him the within bill informing him of the Contents of the Same and delivering a true copy thereof So Ans J.S. Hoffman on oath

Notice Served on Defendants as above that a motion to Continue the Injunction in the above case and to make it perpetual would be argued before the Court at Clearfield on monday the 17 mar 879 at 10 a M when and where the Defts might appear if they think proper

On Argument List at May Term 879 So On oath ans J.S. Hoffman

On Argument List at Sept Term 879 Cont by the Court

On Argument list at adj Sept Term 879 Marked off the list By the Court

And Now 27 Sept 1881 Amended Bill in Equity Filed Praying the Court

1st That it be decreed by Your Honorable Court that Your Orator is entitled under the agreement annexed as Exhibit "A" to such an undivided interest in the one half of all the lands purchased by said Taylor and Reed (mentioned in paragraph No 2) as the part ($8.776.43) assigned to Your Orator by said Taylor of his Judgment ($13.164,53) bears to the whole Judgment Subject however so far as the same remains unpaid to the payment by Your Orator to the said Taylor or his assignes of all moneys advanced by said Taylor with Interest under his recited Agreement with said Reed in the same proportion as the part of said Judgment so Assigned bears to the whole Judgment and if it Should appear that said advances have already been paid as Your Orator believs in the Case That then it be decreed that Your Orator is entitled Absolutely to said interest and to receive a Conveyance of the same in fee Simple from the Defendants or from such of them as hold the Title

2d That it be further decreed that the aforesaid Agreement annexed as Exhibit "B" is binding on all the parties to this bill and that upon payment by Your orator of Such of Such Sum or Sums of Money as upon an account being taken as hereinafter prayed for it Shall be found that under the provisions of Said two Agreements is due and ought to be paid by Your Orator to any or Such of the Defendants as by Said Account Shall appear entitled thereto a conveyance of said lands and premises be made to Your Said Orator by the said Defendants or by Such of them as hold the title to be conveyed

3d That it be further decreed that the Defendants make a full and true discovery and disclosure of and Concerning all and Singular the transactions and matters aforesaid and of the products and timber taken and profits derived from Said Real Estate And that an account be taken by and under the directions of this Honorable Court of all dealings and transactions and of all moneys Received and paid by the said Defendants and each of them under and in pursuance of the Agreement hereinbefore set forth And that the Sum or Sums of Money which are to be paid by Your Orator upon Conveyance to Your Orator of the lands in the said bill mentioned if Such Sum or Sums there are to be paid be found and ascertained And the Defendants or defendants to whom the Same are to be paid Your orator being ready and willing to pay any Such Sum or Sums as Shall be found due by him under said Agreement to the aforesaid Defendants or any of them

4th That said Defendants be severally required to pay over to Your Orator Such balance or balances as may remain after deducting Such Sums as it may be ascertained they are entitled retain

5th That until Such account be taken or further order of Your Honorable Court the Said Defendants be restrained by the order and injunction of Your Honorable Court from granting and Conveying any of the said lands or real Estate and that they be further restrained from Cutting or removing timber or Committing waste thereon

7th That Your Orator may have such further and other relief as to Your Honorable Court may seem meet and as Equity may require

G R Barrett & J B McEnally
Solicitors for Complainant

27 Sept 1881 Plaintiff Attys file Affidavit of Plff certifying that the Dfts are non residents of Clearfield County Pa and that they resid in the City of Williamsport out of the Jurisdiction of this Court that the Subject matter of this bill in Equity is Chiefly in Clearfield County Pa and within the Jurisdiction of this Court

And now 27 Sept 1881 it is ordered that a Copy of this bill be Served upon each of Defendants in the City of Williamsport or wherever they or either of them may be found in the State of Pa with notice to Appear

By the Court

And now 27 Sept 1881 this amended bill presented and read and thereupon it is ordered that a Special injunction issue as within prayed for which is to be taken as dissolved unless a motion to Continue the Same on or before the 7 Oct 1881 of which motion defendants Shall have 5 days previous notice bond to be given with Approved Surety in $500 — and filed before writ of Injunction Issue

By the Court

29 Sept 1881 writ of Injunction Issued as per order of Court

And now 7 Oct 1881 Service accepted for F R Reed H. E. Taylor and B F Bently and we do also hereby appear for said Defendants

Murray & Gordon

And now 7 Oct 1881 Service accepted for O L Schoonover of Defendants and we do hereby enter and direct the Prothy to enter an Appearance for him "W.B. Page 90"

Wallace & Krebs

And now 7 Oct 1881 by Consent of Counsil the Argument of the question of Continueing the Injunction in this Case is Continued until 25 Oct 1881

By the Court

And now 7 Oct 1881 I hereby deputize Wm Merrell to execute the within writ of Injunction

James McCaffrey Shff

And now 28 Oct 1881 the Plaintiff Enters a Rule on the Defendants to file their Plea demurrer or answer to the Amended bill of Plaintiff in this case within thirty days after Service of Notice of this Rule

Barrett & McEnally attys

now 28 Oct 1881 Service accepted by Wallace & Krebs atty for O L Schoonover Served on Murray & Gordon atty for Reed Taylor & Bentley So ans — J. J. Thompson — Dept Shff

and now 7th Oct 1881 I served the within injunction on O. L. Schoonover personally by reading and making contents known to him and return N E I as to Horace E Taylor J R Reed and Benj S Bentley they not being within my bailwick So ans on oath Wm L Merrell Dept Shff

A.D. Page 214 On argument list at Sept Term 1881 argued C. A. V.

On argument list at Nov Term 1881 7th Nov 1881 injunction dissolved

By the Court

And now 14th Nov 1881 Defendant O. L. Schoonover by his Attys Wallace and Krebs file seperate Answer and copy of this served on Plaintiffs Attys Nov 14th 1881 "See acceptance"

And now 2nd Dec 1881 Defendant J R Reed by his Attys Murray & Gordon file Seperate Answers"

And now 2nd Dec 1881 Defendants B. S. Bentley and H. E. Taylor file Seperate answers by their Attorneys Murray & Gordon

Nov 21st January 1882 on Motion of Barrett & McEnally attorneys for the appointment of a master in Chancery in this case with the usual powers of a master in regard to the matters in Issue between Plaintiff and Defendant and thereupon W M McCullough is appointed Master pro hac vice with the usual powers in Chancery in such cases

By the Court

And now 29th May 1882 the Plff by his Attys Barrett & McEnally suggests the death of B S Bentley and F R Reed two of the defendants in this case in March and April 1882 and that B S Bentley Jr George G Waller and Pitt Bentley are Executors of said B S Bentley deceased & that Mills B Reed is Executor of said F R Reed and request leave to amend the bill and proceedings by substitution for the said deceased defendants the names of their Executors Granted

By the Court

And now 25th Nov 1882 By paper filed upon motion of Barrett and McEnally Solicitors for Plaintiff James B Coryell Esq of Williamsport is appointed an Examiner to take the testimony of witnesses &c in the above case on 10 days notice to the opposite party to be read in evidence on the hearing of the above case By the Court

And now 7th March 1883 Commissions issued to J B Coryell as Examiner

By the Court

Now 6th Mar 1883 The said Executors of said B S Bentley decd and of the said F R Reed decd by their undersigned attys hereby admit notice of said Substitution & have been Received by us

Murray & Gordon attys for defts

And Now 1 Feby 1884 S. T. Brockbank Esq is appointed master in this case in place of Wm M. McCullough deceased By the Court

Now Dec 13th 1883 the parties in this Case by their attys hereby agree that S. T. Brockbank Esq be appointed by the Court Master in Chancery pro hoc vice, — in the place of W M McCullough Esq, who is unable further to attend to the duties of Master, — and it is further agreed that the said S. T. Brockbank may proceed at once to take testimony with the powers of a Master and the testimony taken to have the same force and effect as if taken before a Master after he has been regularly appointed by the Court)

Barrett & McEnally attys for Plff

"W. B. 228"

Murray & Gordon attys for Defts

And now 28 Feby 1884 by agreement of Parties S. T. Brockbank Esq is appointed Master in above case in room of Wm M McCullough dec'd By the Court

Now 4 June 1886 Report of S. T. Brockbank master filed

Now 22 June 1886 Exceptions to Report of master filed by Plffs Attorneys

Now 28th Sept 1886 this Case come on to be heard and upon due Consideration thereof it is ordered adjudged and decreed that the bill be dismissed and that Plaintiff pay to Defts their reasonable Costs including docket fee and masters fee as well as witnesses Costs By the Court

Now 1st April 1887 upon motion of Murray & Gordon Attys for defendants, Defendants are permitted to issue execution by Fi Fa or Testatum Fi Fa as provided by Rule of Court in Equity No 83

By the Court

Now 2 April 1887 Defts attys file Affidavit and praecipe for writ of Test Fi Fa against Plaintiff for costs to the County of Philadelphia

D L Krebs P.J.

June Term 1879

Wm K and now Jas Ryon

Thomas Bell surviving partner of the firm of John H Clark and Thomas Bell which said John H Clark is now Deceased

John E Young Helen L Burton Executrix of the will of E C Burton dec'd Jannie H Burton and Maria L Burton

1 April 1 3

Benjamin F Shenk Samuel Christ and Benjamin F Shenk Administrators of the estate of Jacob Christ deceased Annie E Christ widow of the said Jacob Christ and John H Christ Edward Christ and William Christ

Bill In Equity Praying the Court

1st That it be decreed that the Sale of January 13th 1879 and the Conveyance of 14 April 1859 made in pursuance thereof by which the said Robert H Long as such Trustee conveyed all the said Lands to the said Samuel Christ Jacob Christ and Benjamin F Shenk be declared Null and Void as to the Interests of Your Orator

2d That the said defendants be ordered to reconvey to the Complainants by good and Sufficient Deed or Deeds the five undivided Eights of said lands Clear of All incumbrances

3d That the Defendants be ordered to account to the Plaintiffs for all profits made out of the Sale of timber from the said lands Since January 13th 1859 and to account for the proceeds of the Sale of all the said lands Sold Since said 13 Janr 1859 if any thereof have been Sold

4th That Your Orators may have Such other and further relief in the premises as the Nature and Circumstances of this case may require and to Your Honors may Seem meet

5th Service of this bill may be by Copy

1 April 1879 Complainant Files their affidavit with Printed book having the Usual order or notice to Appear in 30 days or Judgment Pro Confesso

"By printed Book Filed 15 April 1879 See Ex writ"

State of Pa County of Schuylkill ss.

{29 April 1879 Wallace Mack file order of Court direction the manner of Service of Bill} Thomas Bell being duly Sworn according to law doth depose and Say that he Served a true Copy of the within Bill in Equity filed in this case upon all the within named Defendants as follows on Benj F Shenk and on him as Admr. by leaving Copies of the within Bill at his residence in the City of Pa with an Adult Member of his family the 7 April 1879 on Samuel Christ another of Defendants personally by giving him a Copy of the within Bill and on John H Christ and Wm Christ by leaving Copies at their place of Business at Philadelphia with Edward Christ their partner and on Annie E Christ Widow of Jacob Christ Dec'd by leaving a Copy at dwelling house with an adult Member of her family in the City of Philadelphia the 10 day of April 1879

Sworn and Subscribed before me this 14th April 1879 } Thos Bell

Thos F Kerns Prothy

By paper filed and dated 21 April 1879 McCleary and McCurdy enter an appearance as attorneys for Defts

2 July 1879 Rule on Defts to file answer Issued

17th Sept 1879 answers of the Respondents filed & Service Endorsed thereon as follows: Now 17th Sept 1879 this answer served and us by printed Copy furnished us by Defts attys

Wallace & Mack Defts attys

19 Aug 1879 Service accepted on Rule to file Answer

By McCleary McCurdy

Pro Bloom $ 2 25 By atty
Atty 3
Pro Bloom 1
" Bloom 2
" Bloom 50
" Bloom 50
" Bloom 50
" Bloom 60
Shf Bentz 1,00
Pro Bloom 50
" Bloom 50
" Bloom 25
" Bloom 50
" Kerr 50
" Kerr 1,00
" Kerr 50
" Kerr Cert 30
" Kerr Record 2,50
N 4,60

By paper filed & dated 22 Jany 1880 Complainant Joins Issue on the Matters Alledged in the answer Wallace & Krebs

"W B Page 365"

And now 22 Jany 1880 Replication being filed W D Begler Esq is hereby appointed Master in Chancery to hear Testimony and report the facts with a decree to the Court in Above bill in Equity By the Court

And now 25 June Complainants file an amended Bill and same day Amendment Served on McEnally & McCurdy Atts service accepted for the Defendants whom they represent. "record amended as follows"

Now 11 June 1883 upon motion of James Ryan and Murray & Gordon Attys for Plaintiffs leave is granted to the Plaintiff to Amend by striking out the names of Thomas Bell surviving partner of the firm of John H. Clark & Thomas Bell as Plaintiff and substituting in Stead the name of Thomas Bell as one of Plaintiffs and also by withdrawing out the ~~record of~~ the Second paragraph from the prayer of Complainants bill providing for a conveyance of the premises And also by Defining and limiting the Claim of Complainants in the third paragraph of their prayer of relief to an Account for the profits and proceeds of the premises from January 13th 1859 to March 15th 1883

John H. Orris

And now 16 June 1883 on motion of James Ryan and Murray & Gordon attys for Plaintiff. Smith V. Wilson Esq is Appointed Master in this Case to report the facts the law and the form of a decree

By the Court

O

June Term 1879

McE & McC	Nicholas Zierden	Bill in Equity praying the Court
2 May 879	2	1st That the said firm of J.E. Putnam & Co be required by your said Court to account to and pay said Complainant the one Eighth part of the profits accrued and accreuing from the business of said firm since said Complainant became interested therein as part Owner thereof that is to say from Sept 1st 1875 to the present time
N & K and McG	Samuel A Filbert C.W. Scates J.E. Putnam & J.W. Moore	
Pro Bloom	$25 By att	2nd That the interest of said Complainant in said firm and the value thereof and also the profits belonging or due to Complainant from the said firm or from its members be duly ascertained by your said Court in Accordance with the rules and practice in Courts of Equity
Att	3 — Pd McE & McC	
Pro Bloom	1 — By Peff C.M.	
" Bloom	50 By Peff C.M.	
" Bloom	50 By Peff C.M.	
Com Hoffman	3 — Pd McE & McC	
Pro Bloom	25 By Peff C.M.	3d That the said firm of J.E. Putnam & Co and said Samuel A Filbert and such Members of said firm herein named as Defendants as have wrongfully withheld from said Complainant any of the property profits or privileges which as the Owner of an Interest in said firm he is entitled to have Controll or enjoy. be required by decree of Your said Court to pay to Complainant the share of moneys and profits which Complainant is entitled to demand and to restore to said Complainant the full possession and Controll and Enjoyment of his property profits and privileges according to his rights and also to pay to Complainant such damages as in Equity ought to be paid which amounts Money damages and all other things now disputed or uncertain Your said Court is requested to Ascertain and determine
Shff Rent	1 —	
Pro Bloom rule	50 By Peff C.M.	
" Bloom	50 By Peff C.M.	
" Bloom	25 By Peff C.M.	
" Bloom	1,00 By Peff C.M.	
" Bloom	50 By Peff C.M.	
" Bloom	50 By Peff C.M.	
" Bloom	1.00 By Peff C.M.	
" Kerr	50	
S.V. Wilson master	150.00 By Peff & Son	
Pro Kerr	1,00	
Pro Kerr	2,50	
" Kerr	1,00	
Bill in Equity	12.00 Pd McE & McC	
Pro Kerr	25	
Pro Kerr	1,00	
Pro Kerr	100	
Supreme Court Copy	8.00 by McE & McC	
Pro Kerr Dis	25	
	43,35	

Rec'd 22 July 1882 of J.E. Putnam Forty Three 35/100 Dollars the above Costs in full less Masters fee

James Kerr
Proth'y

Aug. 24. 1882 Rec'd of Jas. Kerr Proth'y — Twenty-six dollars of above costs. viz. — Att'y $3.00 — Com'r Hoffman $3.00 — Bill in Eq 12.00 — Sup. Court 8.00 — McEnally & McCandy attys for Plff. — $26.00

also rec'd of Jas. Kerr $2.25 being the fee for Poty atty & Pro Bloom. — McEnally & McCandy Aug 24. 1882 — $2.25

Aug. 30. 1882 Rec'd of Pro Kerr, Six & 00/100 Dollars as cost of Pas Blom'd by Plff. — $6.00

McEnally & McCandy attys for Plff.

of Examination full and free access to all the books accounts papers and other documents belonging to the said firm is interested or which relate in any way to the business of said firm or its members or agents
6th That Your Orator the Complainant may have such further and other relief as to Your Honorable Court may seem meet and as Equity may require
2 may 879 Complainant files his affidavit with printed book having the usual order or notice to appear in 14 days or Judgment Pro Confesso
"By paper filed & Dated 10 May 879 See to wit"
Now may 10th 1879 we do hereby appear for Saml A Filbert C.H. Beales J.E. Putnam and J.W. Moore respondants above named and direct this our Appearance to be filed of record Murray & Gordon of Counsel for Respondants
Served the Bill in Equity with notices endorsed on the 6th day of May A.D. 879 on Samuel A Filbert one of the Defendants named in Clearfield County Pa by then and their giving to him personally a printed Copy of the same
Sworn & Subscribed this 23d day of May A.D. 879 before me I.W. Letts J.P. } J. L. Hoffman Constable
12 may Service accepted for Defendants by Murray & Gordon
24 may 879 Rlff by Attys enter rule on Defendants to file their Plea Answer or demurrer to the Bill in this case within thirty days after Service of the notice of this rule McEnally & McCurdy
24 may 879 Service accepted on Rule by Murray & Gordon
And now 9 July 879 The Plaintiff as per paper filed enters an Order in this cause that the bill be taken Pro Confesso in Accordance with Rule 29 of Equity Rules of practice in default of Compliance with the Rule on defendants to file their plea demurrer or answers within thirty days after Service of the notice of said rule Which rule and Service of the same Appears of Record
29 aug 879 Respondents file their printed answers with Service accepted on same by McEnally & McCurdy
"W.B. Page 330" Complainants Solicitors having taken on Respondent an Order to have Judgment Pro Confesso by reason of Respondents inability to file Answers within 30 days from Rule to file the same and Respondents having heretofore and within a short time after the expiration of the 30 days filed answers as is shown by the Record Now by their Solicitors Wallace & Krebs and Murray & Gordon Ask that the said Order taken by Complainant be Vacated and full effect given to Respondents Answers as if the same had been filed within 30 days from Service of Rule to file the same By the Court
By paper filed 22 nov 879 the Plaintiff Joins issue on the matters Alledged in the Defendants Answers McEnally & McCurdy
"W.B. Page 398" And now 28 nov 879 on motion of McEnally & McCurdy attys for Pff Smith V Wilson Esq is appointed Master in Chancery in this case with the usual powers of a master including those of an examiner it is to take and report the testimony & form of decree and perform such other duties as belongs to a master in this case By the Court
18 March 1881 S.V. Wilson Esq Master files his report in this case
On Argument list at March Term 1881 and 23 Mar 1881 Court. By the Court. This Cause came on to be heard at Mar Term 1881 and was argued by Counsel and thereupon, upon consideration thereof it is ordered adjudged and decreed as follows Viz:— Decree filed 15 June 1881
The Report of Smith V Wilson Master in this case which was filed Mar 18th A.D. 1881 is confirmed except so far as the decree recommended in said Report is modified by the decree of the Court which decree of the Court is as follows:— Now May 28th A.D. 1881 it is ordered adjudged and decreed That under the written agreement of Sept 1. 1875 set out in Plaintiffs bill

The Plaintiff Nicholas Geerdan was admitted and became the owner of the one half of S.A. Filberts interest in the firm of J.E. Putnam & Co making said Plaintiff owner of an undivided one eighth interest in said firm and a Co-partner with the defendants

That the action of defendants in April 1879 in denying to Plaintiff the right of ownership in said firm and excluding him therefrom was illegal, It is to be regarded as the taking by defendants from said Plaintiff for the benefit of S.A. Filbert, of the interest which Plaintiff had in the said firm. Defendants thereby became liable to account to plaintiff for the same, and Plaintiff is entitled to an account for the purpose of ascertaining and enforcing his rights

It is therefore further ordered and decreed that the case be referred back to the Master Stith V. Wilson Esq to take such account; said Master to possess all the powers that may be exercised by a Master in Chancery in cases of account including, "inter alia" the power to examine witnesses and the parties themselves, and to require the production of books documents papers and whatever may be needed in evidence; and including the power to make full inquiry into and compel a full disclosure of whatever tends to show the value condition capital assets liabilities, business and profits of the said firm of J.E. Putnam & Co. Such evidence is to be taken as will show the condition of the business when said Plaintiff became an owner of an interest about Sept 1st 1875 and also its condition when he was excluded therefrom in April A.D. 1879

Such evidence also as will show the clear value profits of the firm business and the rights interests and Equities of the Plaintiff and of the different persons owning interests in said firm: thereby to enable the Court to make a decree that will be according to the rights and Equities of all the different persons interested in this suit. And what, upon the adjustment of said account shall appear to be due from either party to the other the said Master is to set out in the report to be returned by him to the Court: Stating the sum or sums to be paid and from whom and to whom and the time when such payment shall be made. And with his report the said Master is also to set forth such form of decree as in his Judgment the Court should make.

By the Court

7 July 1881 Defendants Atty files writ of error from the Supreme Court with John M Adams & Wm H F Bigler as Bail in $500

By paper filed 9th May 1882 See To wit:

And now April 1882 it is agreed by the parties to settle this suit as follows The Defendants to pay the Plaintiff Twenty five hundred Dollars on or before the ___ day of May 1882 and also to pay the Costs. The Costs are understood to include such fees Charges and Expenses as according to law and the practice and rules of Court are Allowed or taxed as Costs The do not include the compensation which Plff pays to his Attorneys for their Services

Among the Defendants themselves the Said Samuel A Filbert is to be Considered the one primarily liable and by whom the aforesaid moneys Should be paid

It is agreed that a decree be entered by the Court in favor of the Plaintiff in accordance with the Terms of this Settlement

Witness our hands
W P Moore

Nicholas Geerdan Plff
S A Filbert
C N Scates
J E Putnam
J W Moore

And now 12 May 1882 Plaintiff Atty File Certificate of non Pros from the Supreme Court

Sept Term 879

Krebs — William A Wallace

26 July — 1 — 3

John M Chase
and Weaver & Betts

Bill in Equity Praying the Court ...

First That Your Honorable Court will order and decree that partition be made between Your Orator and John M Chase Defendant of the following lands together with the timber thereon Viz: The John Bringhurst, Robert Gray, Joseph Hilliard, Luke Morris, Reuben Harris, Moses Wharton, George Eddy, and Sarah Ward Surveys and one half of the George Ashton Survey Situate in Knox and Woodward Townships Clearfield County Penna now owned by Your Orator and said John M Chase Jointly and in Equal Moieties and that their respective interests therein be set out to each in Severalty

Second That Your Honorable Court will further order and decree That the said John M Chase Shall pay to Your Orator the one half part of the value of the white pine and White Oak timber Cut on the said lands mentioned in Your Orators Bill of Complaint or by any one under his authority Since October 15th 867 and that an Account be taken thereof before Some person Appointed by the Court for that purpose

Third That Your Hon Court will enjoin by a writ of injunction to be of force until the rights of Parties are adjudicated and Set out in Severalty and further or other cutting of timber Trees of any kind or character whatever upon said lands by John M Chase or by the said John F Weaver and W H Betts or any other person otherwise in their employ or in interest with them and after such then perpetual as to the premises Allotted to Your Orator

Fourth That Your Honorable Court will grant Your orator Such other and further relief as Your Honorable Court may deem meet and Equity may require

26 July 879 Complainant files his affidavit with Printed book having the usual Notice to appear in Fifteen days or Judgment Pro Confesso

By paper filed and dated 18 aug 1879 Murray & Gordon Appear for John M Chase the Respondent "WB. Page 333"

And now 28 Sept 879 Complainant by his atty D C Krebs enters Rule on Defendant to file his Answers in the above Cause within 30 days from this date or Judgment to be entered Against Defendant Pro Confesso D C. Krebs

We hereby accept Service and waive the Issue of Rule at the request of Complainants Solicitor but give notice that we do not expect to be able to file the Answers within the time by reason of our engagements in the present three weeks term of Court Just begun Murray & Gordon

On Argument List at November Term 1879

10 Nov 879 motion granted to continue injunction until 17 Nov 879

And now 17 Nov 879 the Motion to Continue the preliminary Injunction in this Cause heretofore issued being regularly reached and Coming on to be heard and after Argument and due Consideration had it is ordered Adjudged and decreed that the preliminary Injunction heretofore issued be and is hereby Continued until further order in that behalf made of which all parties Interested will take notice By the Court

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Pro Bloom		2,25
Atty		3,00 H. & W.
Pro Bloom		,50
" Bloom		,25
" Bloom		1,25
" Bloom	rule	,60
" Bloom	Inj	1,25
" Bloom		1,50
" Bloom		,50
" Bloom		,50
" Bloom		,50
Shff Rents		4,00 by Ken AP
Shff Rents		4,00 by Ken AP
Pro Bloom		,75
Shff Rents		5,00 by Ken AP
Pro Bloom		,25
" Bloom		1,25
" Bloom		,25
" Bloom		,25
" Bloom	Sept 1879	1,00
" Bloom	Jany 1880	1,00
" Bloom		,60
Shff mak		1,00
Pro Bloom		,50
" Kerr		,50
" Kerr		,50
" Kerr		1,00
" Kerr		,25
" Kerr		1,00
" Kerr		1,00
" Kerr		2,50
Masters fees		200,00 Pd. Dom'l
Pro Kerr		1,25
" Kerr		30
W Moore	Survey	20,00 Rul Payment Two Moon
Master for Deeds & Survey		30,00 Pd. Dom'l
Pro Kerr		50
" Kerr		1,50
		" 292,25

Now Dec 2nd 881 see Shff Ans's file mitad with costs 6,50

Rec'd 18th Feby 1880 of Jas Kerr Esqr Forty dollars on this case Pro Bloom

Rec'd 5th Jany 1880 of Jas Kerr Esqr Fifteen dollars on this case Pro Bloom

Rec'd 1st Dec 1879 of Jas Kerr Esqr Fifty dollars on this case Pro Bloom

Rec'd 7th July 1881 of Wm A. Wallace Plff in above case One Hundred and Forty Six dollars & Twelve cents being one half the costs in above case Jas Kerr Pro

$ 146.12

Rec'd 11 aug 1881 of Wm A Chase Deft in above case one Hundred & Forty Six dollars & 12 cts being one half the costs in above case Jas Kerr Pro

146,12

Issued 1 Sept 1879 Service Confirmation of Agreement between Counsel

W M Betts one of the firm of Weaver Betts & Co personally appeared and made oath that the facts set forth in the foregoing Agreement are true to the best of his knowledge and belief

Sworn and subscribed to 1st Dec 1879 before me J. Kaye Magistrate

And now 17 nov 879 the time for filing the Answers by Defendant is enlarged until 15 Dec 879 By the Court

1 Dec 879 Served Interogatories on John M Lehase by leaving a true and attested Copy of the within at his residence with an adult Member of his family So Attest Shff Reuby

And now 29 Nov 879 Plaintiff by his Counsel enters Rule on Deft to answer the several interogatories filed in the above cause within ten days of the Service of said interogatories and this Rule D L Krebs

1 Dec 879 Served Rule on John McLehase by leaving a true and attested Copy at his residence with an adult Member of his family So Attest Shff Reuby

~~15 Dec 879~~ & 15 Dec 879 Defendants Answers Filed (with service accepted by D L Krebs) by Murray & Gordon Solicitors for respondent

29 Dec 879 Plff Atty files Copies of Papers: (See printed book)

By paper filed & dated 31 Jany 1880 Plff Joins issue in the matters alledged in the Issue D L Krebs Atty for Plff

By paper filed & dated 7 Feb 1880 Plff Atty files Exceptions to Defts answers to Complainants interogatories "W. B. Page 368"

And now 31 Jany 1880 Replication being filed on consent of Attys D McCurdy is appointed Master in Chancery to take testimony and report decree with account in above cause at March Term 1880 By the Court

"W B Page 13" And now 10 July 880 Plff having Closed his testimony in Chief hereby enters Rule on Defendant to Close his testimony within 30 days in Accordance with Rule No 61 of Equity Practice

10 July 1880 service accepted on Rule for Defendant by Murray & Gordon

"By paper filed 10 Nov 1880 See to wit"

And now 31 Jany 1880 it appearing to the Court that Defendant by his ~~Attorney~~ Answer has admitted that Plaintiff and himself hold the land for which partition is Sought as tenants in Common a decree of Quod partitio fiat is entered and a replication being filed by consent of Attorneys D McCurdy Esq is appointed Master in Chancery to take ~~Testimony and report~~ the facts and form of a decree the Defendant expressly reserving the right of Excepting to the right of the Plaintiff to maintain his bill and especially to that part of the bill which asks for partition of lands and timber By the Court C.A.M

15 Jany 1881 Report of Master filed and Exceptions to same by Murray & Gordon for the Defendant and D L Krebs for Plaintiff On Argument list on 8 Feby 1881 and Continued By the Court

28 Feby 1881 The Master files the Testimony taken in above case On Argument list on 25 Mar 1881 & Continued until Mar Term 1881 By the Court On Argument list at Mar 1881 and Continued By the Court

And now 24 Mar 1881 the report of David K McCurdy Esq the Master having been Considered and the Exceptions thereto read Argued and Considered it is ordered adjudged and decreed that the Exceptions be overruled and dismissed And the partition made by the report of the Master is Confirmed and approved that is to Say

It is ordered and decreed that Jno M Lehase Shall take and have Purpart No one as allotted to him to him by the Master Consisting of Official Surveys in Names of John Brughurst Robert Gray Luke Morris and Joseph Hillard and one hundred and Eighteen acres off the north end of Official Survey in name of Reuben Haines to be run off by a line running from the North East Corner of Joseph Hillard Survey to the East line of the Reuben Haines Survey which line Shall be run and marked by a surveyor to be Chosen by the Master Containing in all by the Official return one Thousand Eight hundred and fifty Seven and one half (1857½) acres with the timber of every kind and C[illegible] earlier thereon to have and

to hold the same in severalty to him his heirs and assigns forever and also the right to enter at any time prior to 1st May 1884 on purpart Two hereinafter decreed to Wm A Wallace there to cut and take away all the white Pine timber that was suitable for making timber in 1864 and all the white oak timber that was suitable for Manufacturing marketable timber on 1st June 1865 to have and to hold the same unto the said Jno M Chase his heirs and assignes the said lands and timber as and for his full share and purpart of the lands named in the Bill in this case

It is further ordered and decreed that the said William A Wallace Shall take and have the premises allotted to him by the master being purpart No Two consisting of the Official Survey in name of Moore Wharton George Eddy Sarah Ward the one half of the George Ashton three humared and nineteen acres off the South part of the Official Survey in name of Reuben Haine to be laid off by running the line from the north East Corner of Joseph Hillard as prescribed in this decree in regard to the other part of the tract containing one thowsand Eight Hundred and fifty Seven and one half (1857½) acres with the timber of every kind and Character thereon except as hereinbefore decreed to Jno M Chase To have and to hold the Said Purpart Number two (2) unto him the said William A Wallace his heirs and assignes forever in Severalty as his full share and purpart of the lands named in the bill in this case

It is further ordered and decreed that Jno M Chase Shall release and Convey unto Wm A Wallace his heirs and Assigns purpart Number Two by tract names with Official Mets and bounds and quantities in the case of full tracts and the parts of George Ashton and Reuben Haines belonging to purpart Two Shall be fixed by the Surveyor Chosen by the master reserving the right to Jno M Chase and his assigns the right of entry to take away the timber named in this decree

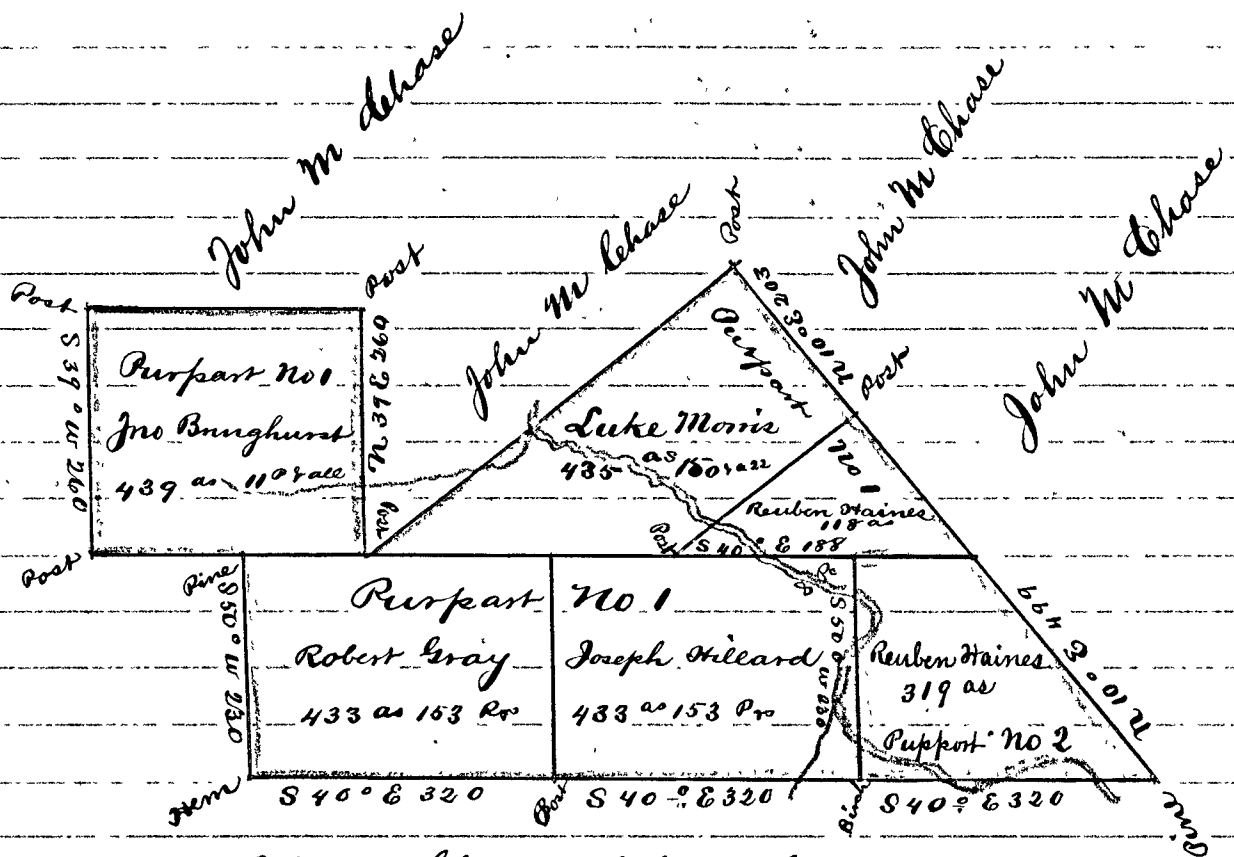
And that William A Wallace Shall release and Convey unto Jno M Chase his heirs and assignes Purpart Number One by tract names with Official metes Bounds and quantities in the Case of full tracts and Reuben Hains 118 acres Shall be conveyed by the boundaries fixed by the Surveyor Chosen by the master and Daniel W McCurdy Esq master is Appointed to prepare said Conveyances and present them to the Parties for Execution

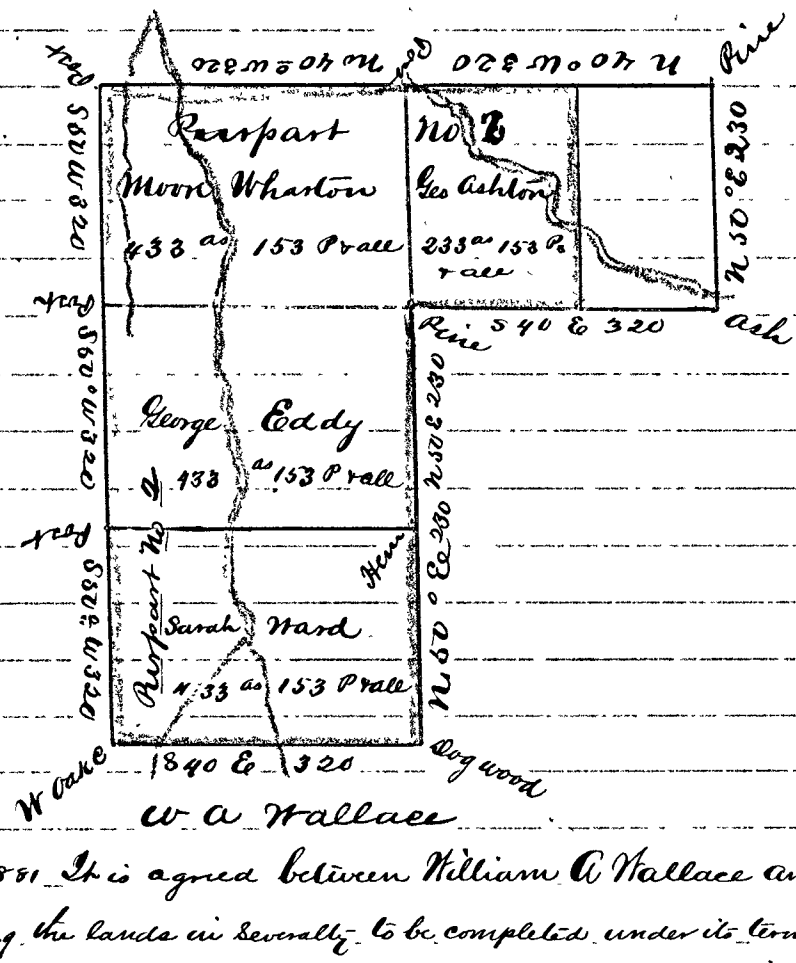
It is further ordered and decreed that Jno M Chase pay unto Wm A Wallace Eighty three Dollars and fifty cents found to him by the Account taken by the master and that the Injunction heretofore granted be made perpetual as to the timber upon purpart Number Two (2) except so far as to permit the removal of the white pine and white oak timber named in this decree and the said injunction be dissolved as to the timber upon purpart number one and

That the Costs of this proceedings of Surveying the lines named and the preparing and Executing the deeds to close this partition be paid equally by the Plaintiff and the Defendant and that the partition hereby made be and the same remains firm and Stable forever

John A Orrs
A L J

notice of the filing of decree Served on Murray & Gordon 25 April 1881





W A Wallace

By paper filed and dated 2 may 1881 It is agreed between William A Wallace and John M Chase the Parties to the Said Action. First the decree allotting alloting the lands in severally to be completed under its terms by running the lines and the Execution of Deeds of Conveyance from each to the other without warantie and as provided in Said decree except that Wallace Conveys to Chase all that part of his Wallaces part of Reuben Hains Survey which lies West of Clearfield Creek Adjoining Jo Hilliard Survey Second the quantity of timber to be taken from purpart No 2 by Chase or his Assignes is fixed at five thousand Cubic feet of pine and forty thousand Cubic feet of White oak timber instead of the indefinite quantity fixed in the decree and the Said Wallace Shall pay for the Same in full Two thousand five hundred dollars (2500) and retain the same Provided the Assent to Weaver & Betts to his doing so is Obtained by him and Chase released from liability to them therefore under his Contract with them. The Said two thousand five hundred ($2500) dollars to be paid by 1 Janry 1882 this to determine Absolutely Chases right to entry on the lands described in purpart No 2 Third In Consideration of the foregoing the moneys decred to be paid to Wallace by the decree for an Account Viz $83.50/100 are hereby remitted released and Satisfied Fourth The decree of the Court Aforesaid thus Modified is to be executed and the partition thereby made is to be final and Conclusive between the parties Witness our hands and Seals the day and Year Aforesaid

Wm A Wallace (Seal)
John M Chase (Seal)

We do hereby assent to the provisions in the foregoing Contract to be executed by us and we do hereby release Jno M Chase from any liability to us for not furnishing Any timber from the lands Allottes to Wm A Wallace by the Said Partition

Weaver & Betts (Seal)
W M Betts

Now 9 May 1881 in pursuance of the power of Appointment vested in me under the decree of partition made by Said Court in this case and filed 25 April 1881, I hereby Appoint Thos W Moore as Surveyor to make the Surveys required by the provisions of of Said Decree and Supplimentary agreement of the parties in interest and to make and files report of Such Survey of Record in this case

Daniel W McCurdy
Master

Continued to page 531

January Term 1880

F.B.& W. | George H. Jose

15 Dec | 1 | 3

Wm Wingert James L. Leavy Jas Mitchell W. R. McPherson David McGaughey and John Mitchell

Pro Bloom 1 2,25
Atty 3,00
Pro Bloom ,50
" Bloom ,50
" Bloom ,50
" Bloom Inj 1,25
Shff Rentz 6,00
Shff Rentz 6,00
Pro Bloom ,25
Pro Bloom ,75
Pro Bloom 1,00
Pro Bloom 1,00
" Bloom ,35
" Bloom 1,25
Shff Mak. 3,75

Bill in Equity praying the Court

First That the said defendants and all persons acting under them or in the employment of them or any of them be forthwith enjoined and restrained from filling cutting or removing any of the white Pine Oak or Poplar on the lands of aforesaid or in any Manner interfering therewith by injunction preliminary now to be made perpetual hereafter

Second That the said Defendant Wm Wingert be required to Specifically perform the said Contract by him so entered into as aforesaid with Your Orator Your Orator being prepared ready and willing and hereby offering Specifically to perform the said Contract in all things on his part and behalf

Third That the said Defendants James L Leavy James Mitchell W.R. McPherson David McGaughey and John Mitchell be enjoined and restrained from further prosecuting the said action at law against Your Orator and other Defendants named with him until Your Orators right in the premises may be determined by Your said Court

Fourth That Your said Court do award and decree that the said Defendants pay to Your Orator such damages as he has sustained by the unlawful acts of the Defendants and those acting under them or any of them herein Complained of

Fifth That the Court Grant to Your Orator such other and further relief as equity and Justice may require

Fielding Bigler & Wilson
McEnally & McCurdy
Solicitors for Plaintiff

15 Dec 1879 Complainant files his affidavit with printed Book having the usual notice to appear in days or Judgment will be taken Pro Confesso

And now 1 Nov 879 the within bill presented and read and thereupon a preliminary injunction is awarded which is to be taken as dissolved unless the Motion to Continue the Same be argued at the first Argument Court after Nov Term Notice of said Motion to be given ten days before said Argument Court to defendants or their attys unless defendants decide upon notice to Plaintiff or his atty to have said Notice Argued at an earlier day Bond to be given in $3000 with Security approved by the Clerk of the Court before said injunction Shall Issue

C A Mayer P.J.

By paper filed & approved 15 Dec 1879 and dated 15th of Dec 1879 the Bon of Geo W Jose and W. D. Irvin in $3000

15 Dec 1879 Injunction Issued

Service accepted for Jas Mitchell Jas L Leavy W.R. McPherson David McGaughey and John Mitchell defts and appear for said Defendants

G R & W Barrett

20 Dec 1879 Served Bill on Wm Wingert by leaving a true and attested Copy at his residence with an adult member of his family

So Attest Shff Rentz

Jany Term 1880

And now 20 Dec 1879 Served writ of Injunction on Jas L Leavy David McGaughey and W R McPherson personally by reading to each of said Deps

And now 20 Dec 1879 Served writ of Injunction on Wm Wingert by leaving a true and attested copy at his residence with an adult member of his family to wit Anna A Reutz Wife

10 Jany 1880 Defendants attys file their Answers in printed Book

14 " " " Defendants attys file additional answers in printed Book

And now 15 Jany 1880 The Injunction in this case is so far dissolved or restrained as to allow the Defendants to remove any timber now cut down and made on giving bond to the Plaintiff in the sum of $300 - with surety approved by the Court conditioned to pay the Plaintiff the Value of the same if the title to the same shall be shown to be in him By the Court "By paper Filed 5 Feb 1880 See to wit"

without determining whether the bill in Equity to enforce Specific performance will be in this case we are of the opinion that under the pleadings and affidavits it is not such a clear case as would would Justify us in Continueing the injunction the injunction is therefore dissolved By the Court C. A. M.

3 August 1880 Interrogatories filed & Issued

16 Aug 1880 Wm Wingert files Answers to the Interogatories in this Case

16 Aug 1880 Jas L Leavy John Mitchell W R McPherson D McGaughey and James Mitchell files their Answers to the Interogatories in this case

ALL PAGES

FROM

36 TO 37

ARE BLANK

AND NOT

SCANNED

March Term 1880

Mar		
	Sandy Township	Bill in Equity Praying the Court
13 Mar	1	First That an account may be taken under the direction of the Court between Sandy Township Complainant and Brady and Huston Townships Respondents and that thereupon by a proper decree all matters of indebtedness between them may be adjusted and payment enforced of whatever balance may thereby appear to be due
	Brady and Huston Townships	Second That Such other and further relief may be Granted as the Court may deem Just and Equitable Murray & Gordon Solicitors for Complainant
	Pro Bloom $225	And now mar 13, 1880 By paper filed the Supervisors and Dist Treasurer of Huston Twp do hereby Appear in the above Stated case and direct this Our Appearance to be filed of Record A Conaway, W D Woodward Sr } Supervisors; J H Rosenkrans Dist Treas
	Atty (pd us by parties) mrs 300	By paper filed 22 mar 1880 I & R W Barrett Appear for Brady Twp in Above case and direct the Prothy to enter said Appearance
	Pro Bloom .50	And now 15 mar 1880 By paper filed 2 April 1880 the Overseers of Poor & School Bord of Huston Twp Appear in the Above case and direct their appearance to be filed of Record Sylvester Hunt, Amos Horning } Overseers of Poor; J H Kerr, Geo E Williams } School Boards
	" Bloom .25	
	" Bloom .25	
	" Bloom .25	
	" Bloom .50	
	" Kerr .25	
	" Kerr .25	
	" Kerr .50	
	Pltfs Reply (pd us Rec'pt) $0.46	
	Pro Kerr decree 1.50	
	Masters fee 75.00	
	$78.50	

June 6 '81 Rec'd of Pltfs Atty and deposited all Mrs Fees for 46 dollars Witnesses attending Master & Pltfs atty

Rec'd 6 June 1881 of Murray and Gordon Pro Broom and my Costs J & S Kerr Pro

Rec'd 18th Jany 1887 James Kerr Four Dollars being my Cost in Full on above Case Eli Bloom

"W.B. Page 378"

And now 26 mar 880 Frank G Harris is Appointed Master in this case to take testimony and report to the Court the law the facts and the form of decree By the Court

13 Jany 1881 Report of Master filed by Pltf atty

And now 13 Jany 1881 Exceptions to the Masters Report filed on behalf of Brady Twp by I & R W Barrett

21 Jany 1881 Exceptions dismissed report of Master Confirmed and decree entered By the Court

To the Hon the Judges of the Court of Common Pleas for the County of Clearfield Sitting in Equity

The Master Appointed by the Court in the above Case respectfully reports That having notified the parties interested of the time and place fixed for hearing them he was at the time and place appointed attended by Messers Murray and Gordon Attorneys for the Township of Sandy and Huston and by Walter Barrett Esqr

Attorney for the Township of Brady the meetings being Continued from time to time and at such places as Suited the Convenience of all parties interested

The bill (see copy thereof marked "A") Sets forth that Sandy was ercted out of portions of Brady and Huston Townships in Clearfield County by the following proceedings Petition for a new Township filed march 4th 1878 and Commissioners Appointed upon which an Order to View was Issued April 4th 1878 Report of the Commissioners favorable to the new Township filed 10 June 1878 the Election was held 28 October 1878 which resulted in a majority of 315 Votes for the new township out of a told votes of 342

The Bill further Sets forth that there remains unadjusted certain indebtedness between Sandy Township and the said two Townships of Brady and Huston the Amount of which and the nature thereof Your Orator is unable to State Specifically but as far as can be stated as to Brady Township is as follows:- a large amount of taxes have been Collected by the Authorities of Brady Township from the Citizens of that portion thereof which was formerly included within the limits of Brady Township the Amount thereof Your Orator believes exceeds the Sum of Six Hundred Dollars and of moneys received by out side Sources by the Authorities of Brady township which have been paid and received Since the erection of Brady Township regardless of the Change of the Township lines of Brady occasioned thereby there is due Sandy Township over three Hundred Dollar

The Bill States that as to Huston Township there is an unadjusted account between that Townehip and Sandy that the Same May be Adjudicated and that the authorities in each Township are willing to make Settlement in a legal and determined way

(The Complainant prays the Court to decree and direct that an account betwan that township and Sandy that the Same may be Adjudicated and that the Authorities in each township are willing to make Settlement)

The Complainant prays the court to decree and direct that an Account may be taken that all matters of indebtedness between the townships may be Adjusted and payment enforced of whatever balance may appear to be due The following papers were given in evidence before the master

The Above is part of the Masters Report and not the Decree and Was Entered by Mistake

"Decree of Court"

And now 21 Jany 1881 the bill and Answer in this Suit having been refered to P.G. Harris Esq and he having made a report which report has fully Set forth the facts and Evidence in the Case and Said report having been fully Considered by the Court the Court do Order and decree first that Brady Township pay to Sandy Township the Sum of $517.68 that being the Amount of School taxes due the Said township. Second that Brady Township pay to Sandy Township the Sum of $137.44 that being the Amount of Road taxes due the Said Twp. third Brady Twp pay to Sandy twp the Sum of $33.60 that being the Amount of Poor taxes due the Said Twp. The Court do further Order that the Agreement made and entered into between Huston & Sandy Twp previous to the Granting of a new township by peecifically performed and Carried ~~out~~ into execution by the Authorities of Sandy and Huston Townships that is:- that Huston Township Collect & receive all School taxes for the Year 1878 in that portion of her teritory Cut off & made a part of Sandy and that Huston Support and pay for keeping open the Schools for the Year of 1878 and 1879 but that She be not liable for building Any new School Houses in Said teritory during Said Year The Court do further Order and decree that Sandy Twp Collect and receive all the road taxes both Settled and unsettled for the Years 1878 and 1879 in that portion of Sandy teritory taken from Huston Township and that Sandy Twp pay to Huston Twp the Sum of $37.68.57 for Constructing two New roads within the bounds of the present Twp of Sandy during the Year 1878 And further it is ordered and decreed that Sandy Twp receive all poor taxes for the Year 1879 Assessed upon that portion of the Township Cut from & formerly a part of Huston The Court do further order that the witness cost and the Masters fee be paid out of the road funds of the three townships of Brady Sandy & Huston and that each township Shall pay one third of said Costs and fees and also docket Costs

By the Court

Cam

Sept Term 1880 Accounting

Dismissed

Mrs	George W. Storm	
4 June	1	0
McEnally & McCurdy	L. B. Carlile	
Pro Beeson	$ 2,25	
Atty	3,00	
Pro Beeson	1,00	
Pro Beeson	,30	
" Beeson	1,25	
" Bloom	,60	
" Kerr	,50	
" Kerr	,60	
" Kerr	,50	By Pff
" Kerr	25	
" Kerr	,50	
" Kerr	,50	
" Kerr	,50	
" Kerr	25	
" Kerr	25	
" Kerr	,50	
" Beeson	,30	
" Beeson	,50	
" Beeson	,25	
" Beeson	~~1,00~~	
" Beeson	25	
" Beeson	1,00	
Masters Fee	100,00	
Pro Beeson	1,50	

Bill in Equity Praying the Court
1st That said L B Carlile the respondent be required to make and produce a true and correct Account as well of all lumber and other property Assigned to him by Your Orator and the proceeds thereof as of all Debts paid by him for Your Orator
2d That Validity of Judgment entered to No 857 Sept Term 1874 be inquired into by Your Honorable Court and the Amount if anything due thereon from Your Orator be ascertained
3d That an Account may be taken of all and every the said business dealings and transactions and the respondent be directed to pay to Your Orator what if anything Shall upon such account appear appear to be due from him Your Orator being ready and willing and hereby offering to pay to the respondent what if anything Shall be due to him on account thereof
4th That it be adjudged ordered and decreed that the deed dated 19 Feb 1875 between Your Orator and wife of the first part and said L B Carlile the Respondent of the Second part be delivered Up Canceled and revoked
5th That Should Your Honorable Court refuse to decree as prayed for in paragraph 4 of this prayer for relief that then and in that event Your Honorable Court will decree order and direct that said Respondent re-convey to Your Orator his heirs and assignes the title to the said farm mentioned and described in said Deed of Feb 19th 1875
6th And that Your Orator may have such other and further relief in the premises as Justice and Equity may require and to Your Honorable Court may seem meet

Murray & Gordon
Solicitors for Compleanant

4 June 1880 Service accepted on bill for Defendant by McEnally & McCurdy
By paper filed and dated 7 June 1880 McEnally and McCurdy direct an Appearance to be entered for Defendant by them
Now Oct 4th 1880 upon motion of Murray & Gordon attorneys for the Complainant Oscar Mitchell Esq is appointed Master to report the facts and the form of a decree in accordance with the rules of Equity practice By the Court
And now 26 Dec 1882 Plaintiff enters a rule on the Defendant to file their Answer Plea or Demurrer in above case within 30 days from Service hereof as per Equity Rules Murray & Gordon
Pltf atty
Dec 26th 1882 this Rule was duly Served on us by copy McEnally & McCurdy
Defts Atty

See next page

Cont from page 40

"W.B. Page 174." Now 17 Jany 1883 on motion of McNally & McCurdy Attys for Defendant The time for Defendant to file an answer is extended to February 1st 1883

By the Court

Now February 1st 1883 Defendant By his attys files his printed answer= "WB Page 178" And now 6 Feby 1883 an answer having been filed by Defendant and Oscar Mitchell Esqr having been Appointed Master before answer was filed and before the Case was Properly at Issue the said Oscar Mitchell Esq is hereby Appointed Master who is to report to the Court the facts the Law and the form of a decree

By the Court

"WB Page 195" And now 6 June 1883 the powers of Oscar Mitchell master in this Case are enlarged until Sept Term next

By the Court

"WB Page 285" And now 20 Sept 1884 Powers of Oscar Mitchell master in this Case are hereby enlarged to December Term next

By the Court

And now Sept 2 1886 notice by Oscar Mitchell Master to McNally & McCurdy and Murray & Gordon attorneys of filing Report of Master on 17th Sept 1886, filed.

Now Oct 4th 1886 By paper filed see Suggestion of death of Plff and Substitution of Jesse Lines his Executor as Plff of record

Now 17 Nov 1886 See filing of Master's Report by Oscar Mitchell in ten days

On Argument Leave at June Argt Court 1887

Now 19 Mar 1887 Report of Master filed by O Mitchell

Now 19 Mar 1887 Exceptions to Masters Report filed by M & G

Now 19 Mar 1887 time for filing exceptions to Masters Report enlarged to the 20th April 1887

By the Court

Now 19 Mar 1887 Masters Report on Exceptions by Complainant filed by O Mitchell Master

Now 16 April 1887 McNally & McCurdy Attys for Defendant files Exceptions to Report of the Master

Now 16th April 1887 Murray & Gordon Attys for Plaintiff files Exceptions to Report of Master in this Case

Now 14 June 1887. Opinion of the Court upon Exceptions to the Masters report filed sustaining the masters decree. And it is ordered that a decree in form as reported be prepared by respondents Counsel

By the Court

And now 13 June 1887 this cause having been heard & Argued by Counsel thereupon on Consideration thereof it is ordered Adjudged & decreed that this bill in equity be dismissed & that Jesse Lines the executor of George W Horn pay out of the estate of said Horn pay out of the estate of said Horn the Costs in this Case to include the Masters fees & such other Costs as are taxable as Docket Costs in Equity Cases

By the Court

David L Krebs

P.J.

Sept Term 1880

NFK	A W Walters Mary E Hoffer Exs W J Hoffer in right of Mary E Hoffer		Bill in Equity Praying the Court
19 July	2	3	
	Amanda Leonard James T Leonard Exs J Blake Walters		
Pro Beaver		$2.25	By Kerr
Atty		3.00	W/K by atty
Pro Beaver		.60	By Kerr
" Beaver		.50	By Kerr
Shf Mah		2.00	
Pro Kerr sis		.25	
		8.50	

Rec'd 5 Feb 1881 of J Blake Walters Eight Dols 50/100 Dollars the above Costs in full
Jas Kerr Pro

First

That the said Amanda Leonard and James T Leonard her husband may be enjoined and restrained from selling and conveying to any person or persons whomsoever the said Lot No 107 Situate in the Borough of Clearfield County of Clearfield and State of Pennsylvania described as follows Viz: Beginning on Locust Street thence by same East 50 feet to Lot No 120 thence by same north 172 feet to an alley thence by said Alley West 50 feet to Lot No 104 thence by same 172 feet to Locust Street and place of Beginning

Second

That the Deed bearing date the 30 November A.D. 1877 from J Blake Walters and Wife to Amanda Leonard so far as the same conveyes the undivided two thirds of said Lot No 107 be annulled set aside and declared Void and of no effect

Third

That the said J Blake Walters be ordered enjoined and decreed to Convey to Your Orators the undivided two thirds of said Lot No 107 as will carry out the true intent and meaning of the Contract dated 25 November AD 1867 between them made and entered into

Fourth

That Your Hon Court will grant Your Orators such further and other relief as to You may seem proper and Equity may require

Wallace Krebs
for Complainants

19 Oct 1880 Complainants file affidavit with Printed Book having the usual order or notice to defendants to Appear in 14 days or Judgment Pro Confesso will be taken and decree entered against them in their Absence

By paper filed and dated 6 aug 1880 McEnally and McCurdy Appear de bene esse for Amanda Leonard and James T Leonard

4 aug 1880 Service Accepted on Jas T Leonard for Amanda Leonard personally by Copy and N & I as to Jas T Leonard
Co Aus Shf Mahoffey

Now Jany 31st 1881 The Plffs in the above bill in Equity hereby discontinue the same

A W Walters

Docketed 1 January 1881
H Hoyt Clerk

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March Term 1881

M & G

15 Jany

Walter Barrett Esq

John S. Gearhart

v

George W. Buehler
Henry McCormick
Regina C. Calder widow. Wm. J. Calder
Catharine Calder
Jeremiah C. Greenwalt Guardian of Theodore Calder Regina Calder and Mary Calder Heirs of Wm. Calder Deceased and respondents.

Bill in Equity Praying the Court

First

That the Agreement of May 30th and deed of 13th Nov 1874 made in pursuance there of be reformed so as to conform to the intention and agreement of the parties by excluding from the discription therein and reserving therefrom the six Acres described in the lease of April 27, 1871

Second.

That your orator may have such other and further relief in the premises as Justice and Equity may require and to your Honorable Court may seem meet.

Murray and Gordon
Solicitors for Complainants

15th January 1881 We do hereby certify that in our opinion the complainant has no adequate remedy at law for the injuries and wrongs herein complained of — and further that there has not been sufficient time to have the foregoing bill printed before asking for the order of service. (and the preliminary injunction)

Murray & Gordon
Solicitors for Complainant

To the within named respondents You are hereby within 20 days after the service hereof on you exclusive of the day of such service to cause an appearance to be entered for you in the Court of Common Pleas of Clearfield County Penna. sitting in Equity to the within bill of Complaint and abide what the Court shall direct. Witness our hand at Clearfield Pa Jany 15 1881

Murray & Gordon
Solicitors for Complainant

Note. If you fail to comply with the above directions by entering an appearance in the Prothonotarys Office within 20 days you will be liable to have this bill Taken Confessed and a decree awarded against you in your absence.

Now January 15 1881 It appearing to the Court that the persons named in the foregoing Bill are non residents and reside without the Jurisdiction of this Court, it is hereby ordered that a copy of the Bill be served upon each of them in the County of Dauphin or wherever they or either of them may be found in Pennsylvania, with notice to appear attached in accordance with the act of April 6th 1859 & the rules of Equity pleading & practice. John H. Orvis
P.J.

Pro Kerr	$2.25
Atty (M & G)	3,00
Pro Kerr	1,50
" Kerr	1,00
" Kerr	50
Shff Reed (M & G)	11.25 fd by atty
Pro Kerr	50
" Kerr	60
Shffmah	1,00
Pro Kerr	1,50
Off Printing Bill	24,00 S. J. Row & Son.
Pro Kerr secra	1,50
" Kerr sig	1,00
	$42,60

Recd of Murray & Gordon April 1st 1881 Check for Forty Two 60/100 dollars being in full of above cost.

James Kerr
Pro

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1881 January 24. Served personally on Henry McCormick, W. J. Calder Catharine Calder Jeremiah K Greenbalt Guardian (and gave to each of them a true and attested copy of this writ and made known the contents thereof (and on Mrs Regina L Calder by leaving a like Copy at her Dwelling with her adult son Wm. I. Calder (and on Geo W Buehler by leaving a like copy at his dwelling with Annie Mustan an adult member of his family. So Ans A Reed Sheff on Oath

By paper filed 28th January 1881 the Prothonotary is directed to enter an Appearance of record for Wallace & Krebs attys for the respondents Reserving the right to demur answr plead, as may appear right & proper in the premises.

And now 1 February 1881 Compleainant by his Attorneys Enters rule on the Defendants to file their Answer plea or demurrer within thirty days from the Service of this rule. Murray and Gordon attys for Compt.

2 Feby 1881 Service accepted on rule by Wallace & Krebs for defts

And now 5 mar 1881 no Answer plea or demurrer having been filed by Defendants the Complainant hereby by his Attorneys enter an order that the bill in this case be taken Pro. Confesso in accordance with Rule 29 of Equity Practice. Murray & Gordon Solicitors for Complainant

And now 23 mar 1881 no answer plea or demurrer having been filed in this Case and on 5 mar 1881 Complainant having entered an order to have the bill taken pro confesso and in pursuance of said order the Cause Came on to be heard and upon due Consideration thereof it is hereby ordered Adjudged and decreed the matters and things set forth in the bill being taken and deemed as true and established that the Agreement dated 30 May 1871 between the Complainant and George Wolf Buehler and Henry McCormick and Wm Calder and the Deed dated 13 November 1874 Recorded at Clearfield Penna in Deed Book Number "7" at page 282 made in pursuance thereof and from Complainant & wife to George W. Wolf Buehler Henry McCormick and Wm Calder be and the same are hereby reformed and amended so as to Conform to the intention and Agreement of the Parties at the time the said Agreement and Deed in writing were made and Executed it fully Appearing that by mistake the Parties omitted to insert the same in the said written Agreement and Deed to wit: The six Acres described in the lease of 27 of April 1871 from Complainant John S Gearhart to "The Harrisburg Fire Brick Works" to wit: Situate in Boggs Township Clearfield County Penna part of a tract of land purchased by John S Gearhart from Josiah W Smith 15th July 1870 Commencing at the South East Corner of a Yellow pine tree and running in a South westerly direction Eighteen rods six feet to a Yellow pine tree thence in a north Easterly direction by a fallen dead Yellow pine tree to a pitch pine fifty three rods thence in a Southeasterly direction to a post Eighteen rods six feet thence to place of Beginning The boundaries to Contain six Acres more or less being included in the description Contained in said Agreement and deed are hereby excluded and reserved and Expressly excepted therefrom and the said and the said Six Acres are hereby Adjudged to be and remain the property of John S Gearhart Complainant his heirs and Assigns forever with the same force and effect as if the aforesaid Six Acres had been expressly and duly reserved and Excepted in the said Agreement of 30 May 1871 and the deed aforesaid made in pursuance thereof and dated 13th November 1874 and recorded at Clearfield Penna in Deed Book number "7" page 282 Provided however that all kilns buildings or like improvements of whatsoever Character or kind which may have been before the date of this decree erected upon said Six Acres by the repondents or by any one in their behalf either by mistake or in any other way or manner whatsoever may be taken away and the same be removed by them within six months from the date of this decree. By the Court J. H. O.

M E M & C

W and K

James T Leonard as president for the use of The County National Bank of Clearfield Pa

9 Feby 2

J Blake Walters And A C Hopkins

Pro Kerr $ 2,25
All 3,00 Paid
Pro Kerr 1,50
" Kerr ,50
" Kerr ,50
Dist ,25
$ 8,00

Recd Feby 10 1881 Five dollars of Wallace & Krebs being my Cost in full of above Judgt

Jas Kerr

This Claim discontinued & settled & Costs paid by agreement of Parties Bill withdrawn Feb 10 1881

Wallace & Krebs Attys

Bill in Equity Praying the Court

1st That Your Said Orators Shall have a decree made in their behalf which Shall require Order and direct the said A C Hopkins to pay Your Orators the Sum of Ten Thousand Dollars with such interest thereon as may be due and owing from the 15th day of August 1876 until the date of the decree upon such terms and notice as to Your Honorable Court may seem right and proper and if the said A C Hopkins make default in paying said Sum in accordance with the decree and order of the Court that then and in that event Your Orators Shall have a further decree directing them to make Sale of the interest of said A C Hopkins (being an undivided one sixth) in the lands as particularly described in the fifth paragraph of the foregoing bill upon Such terms & notice as Your Honorable Court Shall direct

2d Your Orators further pray that if the relief prayed for in the preceeding paragraph cannot be granted by Your Orators that then the said A C Hopkins be ordered and decreed to make execute and deliver unto Your Orators a mortgage to secure the payment to Your Orators of the aforesaid Sum of Ten Thousand Dollars with its Just interest thereon upon such terms as Your Honorable Court may direct

3d That the said A C Hopkins be enjoined by a writ of Injunction issueing now from selling his interests in said lands described in paragraph five of this bill until such time as the aforesaid Sum of Ten Thousand Dollars with its Just interest be paid or secured to Your said Orators

4th that Your Honorable Court will grant Your Orators such other and further relief as to Your may seem proper and as equity may require

9 Feby 1881 We do hereby Certify that there is no Adequate remedy at law in our opinion in the foregoing matter and that there has not been sufficient time to print the bill

Wallace & Krebs

Solicitors for Complainants

And now 9 Feby 1881 Bill read and it is hereby appearing to the Satisfaction of the Court that the Defendants do not reside within the County of Clearfield but that the said A C Hopkins resides within the County of Clinton and that J Blake Walters resides within the County of Dauphin it is therefore ordered that the bill be served on them where they reside or elsewhere in Pennsylvania by Copy thereof in writing

John H Orvis

A L J

"W B Page 49"

And now 3 Mar 1879 on motion of Plffs Attys leave is granted to withdraw said Bill from the files According to the terms of the Settlement between the Parties

By the Court

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June Term 1881

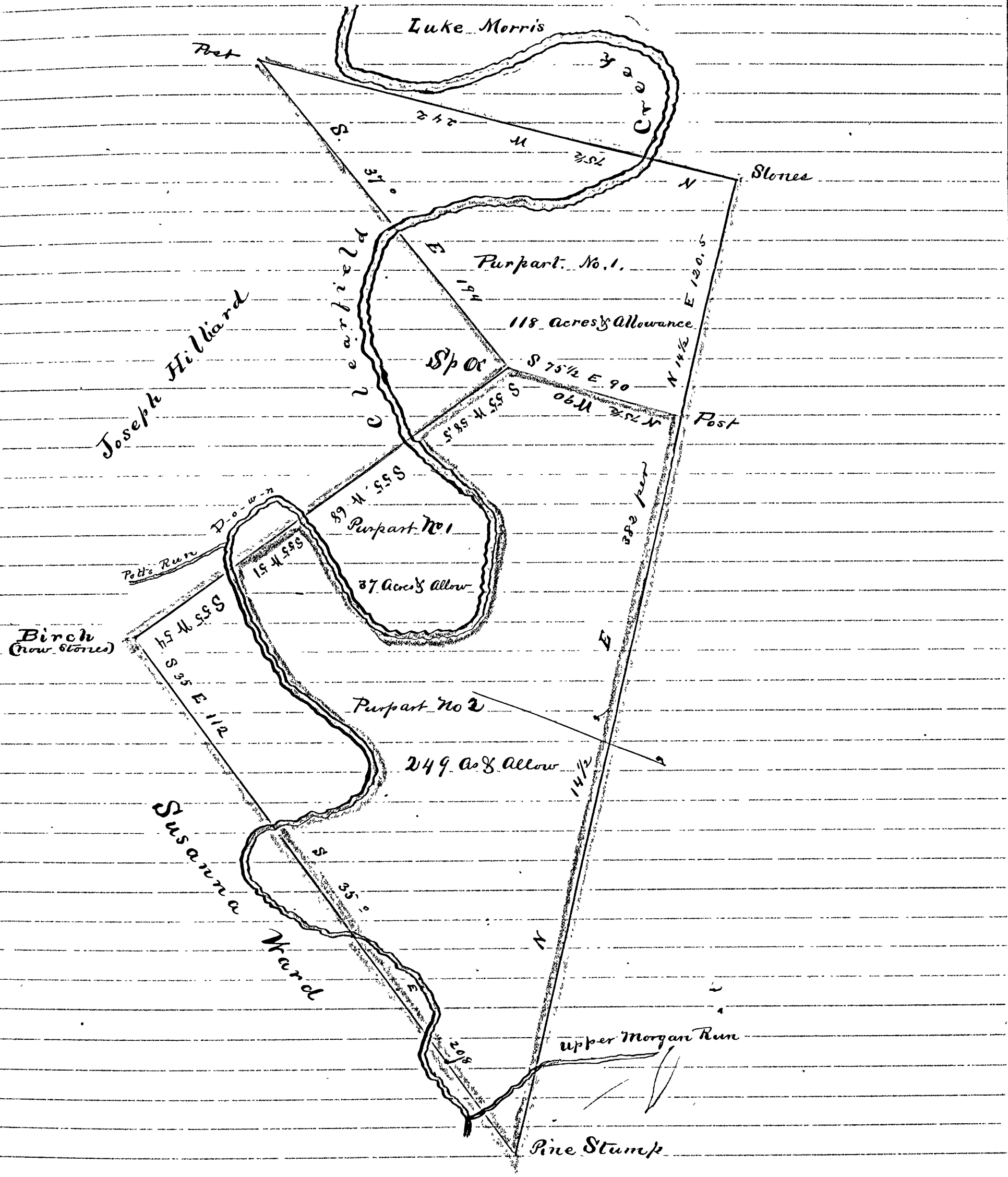
D W McCurdy	Jonathan Boynton and Joseph B McEnally	Bill in Equity Praying the Court
		First That the said Edmund Albert and all his
		workmen laborers Servants Agents and others
19 May	1 v	acting under Authority derived from him be
		restrained by the Order and injunction of Your
	Edmund Albert	said Court preliminary now and perpetual hereafter
		from further Cutting or removing from said land
		known as the Big Run Side of the said tract in the
Pro Kerr	$2.25 By Atty	name of Thomas Edmundson, Any of the timber
Atty	3.00	now standing upon said land or which has been
Pro Kerr	50	Cut down thereon by the said by the said Albert or
" Kerr	50	by persons under his Authority
" Kerr	25	Second That the said Edmund Albert be required to
" Kerr Sy	1.50	pay to said Plaintiffs the Value of all the timber here=
" Kerr	50	=tofore Cut down upon said land by him or under
" Kerr	40	his Authority together with all damages Arising or
Shff Mah	4.60	that may arise to said Plaintiffs by reason of such
Pro Kerr	1.00	Cutting or such Cutting and removal
	14.40	Third That Your Orators the Complainants may
		have such further and other relief as to Your Honorable
		Court may seem meet and as equity may require
		I hereby certify that in my opinion this case is of
		such a nature that no adequate remedy can be
		obtained at Law D W McCurdy
		Solicitor for Plffs
		I hereby Certify that there has not been time for
		printing this bill asking for Injunction 17 May 1881
		D W McCurdy
		And now 18 May 1881 the within bill presented and read
		and thereupon it is ordered that a Special injunction
		Issue as within prayed for which is to be taken as
		dissolved unless a motion to Continue be argued on
		or before the 30 May 1881 of which motion Defendant shall
		have five days previous notice Bond to be given with
		Approved Sureties and filed before said Injunction
		shall Issue C A Mayer P.J.
		By paper filed dated and Approved See Bond of Jon^a
		Boynton J B McEnally P A Gaulin and Wm Powell
		in the sum of One Thousand Dollars ($1000) Conditioned that
		the Defendants shall be indemnified by the Plaintiffs against
		all damages that he may Sustain by reason of the issueing
		of the Injunction in this case
		19 May 1881 Injunction Issued
		And now 25 May 1881 the Plaintiff hereby enters
		their motion to Continue the Special injunction in
		this Case and hereby Appoint the 30th day of May
		A.D. 1881 at 2 P.M. at Clearfield Pa before the Court
		or a law Judge thereof at the time and place of
		Arguing said Motion on Five days notice
		J B McEnally for Plff
		And now 19 May 1881 I Served the within writ on
		Edmund Albert personally by reading and making
		Contents Known So ans James Mahaffey
		Shff

23 May 1881 Served notice of the motion to Continue Injunction on Edmund Albert personally by Copy So On Oath ans J B McEnally

And now 26 May 1881 Plff files Printed Book with the ordenary Rule on Defendant to Appear in twenty days or Judgment Pro Confesso on the Bill and a decree made Againit him in his Absence

Continued from page 33

23 May 1881 Thos. H. Moore Surveyor files Report to wit



Draft of a tract of land Situate in Knox Township Clearfield County on the waters of Clearfield Creek Surveyed the 8th of August 1793 on a Warrant Granted to Reuben Haines Resurveyed as above in the month of May of May 1881 by Appointment of A. H. McCurdy Esq Master in Equity

Wm A Wallace
vs
John M Chase
} Common Pleas of Clearfield Co
No 1 Sept Term 1879

Thos H. Moore

ALL PAGES

FROM

54 TO 55

ARE BLANK

AND NOT

SCANNED

January Term 1882

Filing Papers		
	Thomas H Rickert	Bill in Equity Praying the Court
		First That an injunction be Issued preliminary now
22 Nov	1	and perpetual hereafter restraining the said William S.
		Thomas Frank H Hazzard Albert Betterly Henry A
M H	The Beaver Run Coal	Aechternacht Frank P Snowden A G Gan and D Lewis
Jas Ryon	Company	Moore from Selling transfering or in anywise dis=
H C Ivory	Wm S Thomas Frank	=posing of the Stock by them held in the Beaver
	H Hazzard Albert	run Coal Company until such time as the amount
	Betterly Henry A	due Your Orator under the facts Set forth in this
	Aechternacht E P	bill is ascertained and liquidated and the Same is
	Snowden Alexander	fully paid
	G Gan and D Lewis Moore	Second That the Beaver Run Coal Company be restrained
		by an injunction preliminary now and perpetually
		hereafter from Mining Shipping and Carrying away
Pro Kerr	$2,25	any more Coal from the Said Mine or Colliery mentioned
Alty	3,00	in this bill and from in any manner Selling assigning
Pro Kerr	1,00	transfering or in anywise disposeing of the Said lease=
" Kerr	25	=holds and the Machinary Mine cars Mules Trail
" Kerr	50	tools buildings and Structures whatsoever upon the
" Kerr	1,00	Said described premises and which came into their
" Kerr	50	possession under the alledged purchase from
" Kerr	1,25	Wm Kendrick and Robert C Green
" Kerr	25	Third That a Master be appointed who Shall hear
" Kerr	1,00	testimony report the facts with an Account to Your
" Kerr	1,50	Honorable Court and Set Out the Amount due Your
" Kerr	1,00	Orator from the Said Beaver Run Coal Company
" Kerr	50	Fourth That Your Honorable Court will grant Your
" Kerr Record	3,00	Orator such other and further relief as to Your ~~Orators~~
		Honors may Seem right and Justice and Equity May
		require Frank Fielding & H D Bigler
		Solicitors for Complainant
		We hereby Certify that in our Opinion this Case is of Such a
		nature that the Complainant has no adequate remedy
		at law Frank Fielding & H D Bigler
		Thomas H Rickert the Complainant being duly Sworn according
		to law Saith that Wm S Thomas Frank H Hazzard A G Gan. D
		Lewis Moore and Frank P Snowden reside in the City of Phila.
		That Albert Betterly resides in the City of Boston and Henry
		A Aechternacht resides in the City of Brooklin. That the
		principal Office of the Beaver run Coal Company is in
		the City of Philidelphia with an Office at the Mine or Colliery
		in Clearfield Co Pa Thos H Rickert
		And now 22 nov 1881 Plffs Atty files Affidavit with printed
		book having the usual order to Appear in 14 days or
		Judgment Pro Confesso will be taken and decree entered
		against them in their Absence
		And now 21 nov 1881 it is ordered that a Copy of this
		bill be served upon them the defendants in the City
		of Philadelphia or wherever they or either of them
		may be found in the State of Pennsylvania with notice
		to Appear Attached as prescribed by the Rules of Equity
		practice together with Copy of the Order
		Jno H Orvis
		A L J

Awards Ca Sur 2 Jan 1882
Mot Sur entry Absolute

And now 21 Nov 1881 it is ordered that a rule issue to Show cause why a preliminary injunction Should not be awarded as prayed for Returnable before one of the Law Judges at Bellefonte Pa on the 5th day of Dec 1881 Jno H Orvis

Demurrer of Frank H Hazard to Bill of Complainant filed & Served Dec 5th 1881
Demurrer of J P Snowden to Bill of Complainant filed & Served Dec 5th 1881
Demurrer of D Lewis Moore to Bill of Complainant filed & Served Dec 5th 1881
Demurrer of Wm S Thomas to Bill of Complainant filed & Served Dec 5th 1881
Demurrer of Bear Run Coal Co to Bill of Complainant filed & Served Dec 5th 1881
By Murray & Gordon attys for defendant

By paper filed 13 Jany 1882 ac service of Bill in Equity By James Irvine personally on Frank H Haggard William S Thomas J P Snowden and D Lewis Moore on Saturday the 26th day of November 1881 and on Alexander S Gaul on Monday the 28 day of November 1881 said Parties being served in the City & County of Philadelphia

to on oath ams Jas Irvine

Argument "Decree"

And now March 21st 1882 the rule for Injunction having been fixed for argument and by Consent of parties the Demurrer having been put down for argument at the same time and with the Injunction rule, and upon hearing and considering thereof it is hereby ordered adjudged and decreed First = That the rule to show cause why Injunction should not issue against defendants be and the same is hereby discharged and the Injunction is refused

(Second) That the demurrer filed by the defendants and each of them is hereby allowed and adjudged good and valid and Judgment is hereby entered against the Plaintiff and in favor of defendants on the Demurrer.

(Third) That the Plaintiff Pay the cost of this proceeding

By the Court
John H Orvis
Add Law Judge

By paper filed 7 April and dated 4 April 1882 Thomas H Ricket the Plaintiff appeals from the Decree of the Court of Common Pleas of Clearfield County Sitting in Equity Sustaining the demurrer filed to his bill of Complaint and herewith files his recognizance for costs

Thomas H Rickett

And now 7 April 1882 Reffs Atty files writ of error from the Supreme Court with Service accepted on same by Murray & Gordon atty for Defts in error

full Exemplification of Record made for Supreme Court

Sept Term 1882

m fa	James Watts		Bill in Equity Praying the Court
			1st That Defendants be required to Specifically
24 June	1 "		perform the contract made with Plaintiff and
			Execute a Deed to him for the land described
Wm K	Alexander Ralston		in paragraph one of this Bill
	and Jackson Hoover		2nd That Defendants also be required to pay the
			costs of this proceeding
			3d That Such further relief be given as may seem
Pro Kerr		# 2,25 By Atty	meet and proper Murray and Gordon
Atty		3,00	Solicitors for Plaintiff
Pro Kerr		1,00	We hereby certify that in our Opinion the Complainant
" Kerr		,50	has no Adequate remedy at Law Murray & Gordon
Shff Mah		4,50	And now 24 June 1882 Plaintiff Atty file Affidavit with
Pro Kerr		,50	printed Book having the usual order to appear in 14
" Kerr		,25	days or Judgment Pro Confesso will be taken and a decree
" Kerr		,60	entered Against them in their Absence
Shff Mah		1,00	And now 28 June 1882 Served within Bill in Equity
Pro Kerr		,25	on Alexander Ralston and Jackson Hoover personally
" Kerr		,75	by handing each a true Copy and making contents
" Kerr		60	known to them So Ans James Mahaffey Shff
" Kerr		1,00	By paper filed 4 July 1882 Wallace & Krebs direct the Prothy
Masters fee		40,00	to enter an appearance by them for both of Defendants in
Geo Dettas		2,08	the above bill in Equity reserving all exceptions to the
CD Schoonover		2,08	proceedings thereon
Pro Kerr		2,50	And now 3 Oct 1882 Rule is entered on Defendants
Atty's Paper Book Printing		6,00	to file their plea demurrer or answer to the Com=
Pro Kerr		1,50	plainants bill within thirty days from the
" Kerr		,50	Service thereof as provided by No 29 of Equity
" Kerr Cert of decree + attach		1,50	rules Murray & Gordon
" Kerr Fi Fa		1,10	4 Oct 1882 Service accepted for Defendants by
			Wallace & Krebs
			Now Nov 16th 1882 Respondents by their Attys Wallace
			& Krebs file Demurrer & answer
			Now Nov 25th 1882 upon motion of Murray & Gordon
Fi Fa to No 36 Jany T 1884			Attys for Plaintiff A V Smith Esq is appointed Master
			in this case to report the law the facts and the form
			of a decree By the Court
			Nov 3 Dany 1883 Certified Copy of appointment Issued
			And now Feby 10th 1883 Plaintiff enters rule upon
			defendants to close their testimony within thirty
			days from the date of service hereof.
			And now Feby 10th 83. Defts by their attys accept
			service on above rule.
			On argument list at March Term 1883 & Cont.
			On argument list at June Term 1883

And now 8 June 1883 The Report favorable to the prayer of Complainant in this bill having been considered by the Court the relief Asked for is hereby granted and the Masters Report fully Confirmed. It is therefore ~~Hereby~~ Ordered adjudged and decreed that Alexander Rawlston and Jackson Hoover make execute and deliver to Plaintiff a Deed for the land described in paragraph one of Plaintiffs Bill as follows a certain tract in Morris Twp Clearfield Co Penna Bounded and

described as follows to wit; Beginning at a post (being the north East corner of the land mentioned) and thence running west 86 3/4° North 69 perches by land of Robert Doughertys Estate to post thence South 3 degrees west west 24 1/3 perches by land of said Rawlston & Hoover to post thence East 86 3/4 dege south 69 perches by land of said Rawlston & Hoover to post thence North 3 degree East 24 1/3 perches by land of Christian Snyder to place of Beginning, containing ten and one half acres, being part of ~~the~~ large tract of land conveyed to said Rawlston and Hoover by Deed of assignment from Samuel Mitchell and wife dated 12th June 1869 Recorded at Clearfield Pa in Deed Book "DD" page 568.

It is also Ordered adjudged and decreed that the Defendants pay All Costs of this proceeding.

By the Court
C A Mayer
P.J.

And now 24th Sept 1883 upon motion of Murray & Gordon attorneys for Plaintiff an attachment is hereby awarded against defendant to comply with the decree of Court made on June 8th 1883 except as to costs - a writ of fi fa is awarded for costs

By the Court

Sept Term 1882

Wallace & Krebs	Wm Powell G L Reid Wm Porter. Robt Mitchell Jno F Irvin H W Betts A B Shaw. G B Goodlander E A Bigler Wm Radebaugh Wm A Wallace. Jas L Leavy J G Harlowick. D L Krebs	Bill in Equity Praying the Court 1st That an injunction issue preliminary now and perpetual hereafter enjoing and restraining the said Eli Bloom Burgess F G Harris A F Boynton F M Cardon George Neaver H G King and E M Brown members of Council and Ashley Thorn and Edward Burchfield Contractors from erecting or constructing or causing to be erected or constructed any building or buildings upon Lot No 80 in the Borough of Clearfield as is mentioned in the minutes of said Council as a "Market and Hose" House. and particularly any such building or buildings for which plans and Specifications are mentioned in the minutes of said Council and prepared for this purpose
26 July	2 ss	
Murray & Gordon and Walter Barrett	Eli Bloom Burgess F G Harris. A F Boynton F M Cardon. Geo Neaver H G King. E M Brown members of Town council of Clearfield Penna Ashley Thorn and Edwin Burchfield	2nd That the Burgess and Town council be required to answer Specifically and fully the Objects and purposes for which said building or buildings is or are to be erected and exhibit therewith a copy of all plans or Specifications Submitted and any and all Contracts made relating thereto together with the bids offered for Such Contracts
		3d That Your Honorable Court will make Such other order as to You may Seem fit and Such as Justice and Equity may require
		We hereby certify that we believe there is no adequate remedy at law and that there has not been Sufficient time to print this bill in the usual form
		Wallace & Krebs
		And now 26 July 1882 Bill presented & read and thereupon it is adjudged ordered and decreed that an injunction issue directed to Eli Bloom Burgess and F G Harris A F Boynton F M Cardon. George Neaver H G King and E M Brown Town Council and Ashley Thorn and Edward Burchfield enjoining and restraining them and every of them from erecting and Constructing or procuring to erect or Construct any Market or Hose House Such as is Contemplated by the minutes of the Said Town Council and the plans and Specifications therein mentioned upon Lot No 80 in the General plan of the Borough of Clearfield Pa to be taken as dissolved unless motion to Continue the Same be argued before the Court at Clearfield Pa on Tuesday the 1st day of August Next and no injunction Issue until Bond to Commonwealth in the Sum of $500 Shall be approved by the Court or a Judge thereof and filed in Said case
		By the Court
		And now 26 July 1882 Bond in $500 filed and Approved and writ of Injunction Issued
		And now 26 July 1882 Served the within Order of Court on Eli Bloom Burgess F G Harris A F Boynton George Weaver and E M Brown members of Town Councie and Ashley Thorn and Edwin Burchfield all personally by reading to each and making Contents known
		So Ans James Mah Sheriff
		And now 26 July 1882 Served writ of Injunction on Eli Bloom Burgess. F G Harris A F Boynton. George

P10 Kerr	$2,25
Atty	3,00
Pro Kerr	1,00
" Kerr	,50
" Kerr copys &c	1,20
" Kerr Duf	1,25
Shf Mah	3,00
Shf Mah	4,00
Pro Kerr	,50
Pro Kerr	50
" Kerr	1,00
" Kerr	1,00
" Kerr	1,00
" Kerr	1,50
	$21,70

Rec'd order no 450 in full of my cost Das Kerr Sw

Pro Kerr $1,00

Weaver and Ell Brown Members of the Town Council of Clearfield Borough and Ashley Thorn and Edwin Burchfield all personally by reading to Each and making Contents known to them.

So Ans James Mahaffey Sheriff

On argument List at Sept Term 1882. ~~by~~ And Continued
On argument list at Nov Term 1882 and Cont By the Court
On argument list at Dany Term 1883 and Cont By the Court
On argument List at Adj Jany Term 1883 and 7th February 1883
Injunction heretofore granted Continued until the further order of the Court

John H Orvis A.L.J.

Now 18 May 1886 Petition filed by Frank Fielding to dissolve injunction in the above case

And now 18 May 1886. It is adjudged ordered and decreed that the injunction heretofore issued in this Bill of Complaint on the 26 July 1882, be and is hereby dissolved and set aside

By the Court

John L. Cutler A.J.

John Hoofenberry A.J.

January Term 1883

Nov	Hiram Woodward William A Wallace and Peter Evans		Bill in Equity Praying the Court 1st That an Injunction issue pelminary now and perpetual hereafter commanding and enjoining the said Ezekial Hewitt from erecting or proceeding to erect the said Bridge at or near Pennfield Clearfield County Penna as contemplated by the Contract made between the said Ezekial Hewitt and John Haas the Defendant
2 Oct	1	0	
Mrs	Ezekiel Hewitt and John Haas		2nd That Your Honorable Court will adjudge order and decree that said Contract be declared null and Void and no force and the said John Hass be enjoined proceeding thereunder
			3d That Your Honorable Court will make such further order and decree in this behalf as to You may seem meet and Equity may require
Pro Kerr	$2,25		We Hereby Certify that there has not been time for printing this Bill and that we believe there is no adequate remedy at law Wallace & Wallace
Atty	3,00		
Pro Kerr	1,00		
" Kerr	50		
" Kerr	1,00		
" Kerr	25		
" Kerr Inj	1,25		
" Kerr	1,00		
" Kerr	1,00		
" Kerr	1,00		
			And now 27 Sept 1882 Injunction Issued Preliminary now directed to the said Ezekial Hewitt and John Haas Commanding and enjoining them from further proceeding to erect a Stone Bridge across "Bennetts Branch" at or near Pennfield in Huston Twp Clearfield County Pa and to Stay all further proceedings therein: This Injunction to be taken as dissolved unless motion to Continue the same be argued before Hon Jno H Orvis on the 5th day of October 1882 at Clearfield Bond in $500 to be given before writ of Injunction Shall Issue By the Court
			30 Sept 1882 Bond filed in $500 — with D.C. Krebs as Surety
			2 Oct 1882 Writ of Injunction Issued
			And now 30 Sept 1882 Service accepted on writ of Injunction for Defendants and Appearance directed to be entered by Murray & Gordon
			30 Sept 1882 Notice of Injunction and time of Argument to Continue the same Accepted by Murray & Gordon
			On argument list at Sept Term 1882 & Cont
			On Argument list at Nov Term 1882 & Cont
			On argument list at Jany Term 1883 and now
			17 Jany 1883 Injunction Continued By the Court

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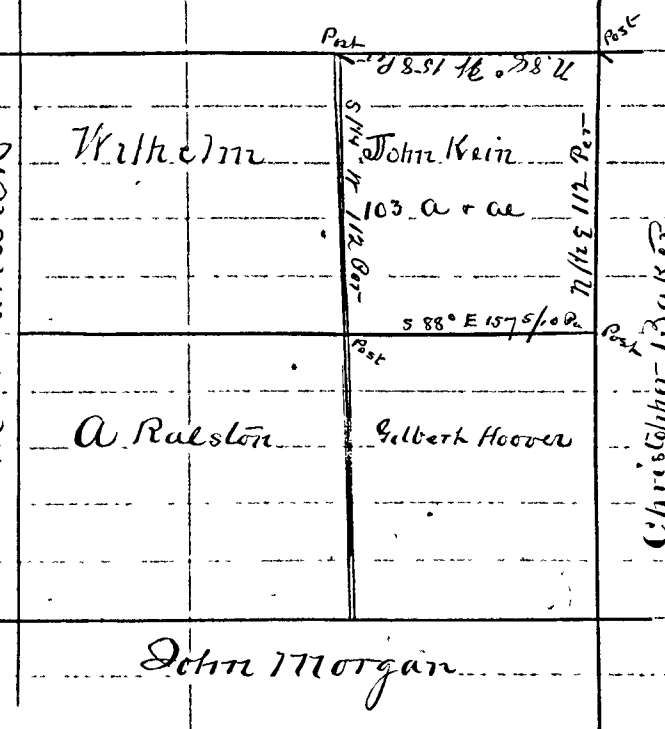
March Term 1883

W K	John Kerr	Bill in Enquity - Praying the Court:
		1st That your Honorable Court will, upon proof
19 Feby	No 1	by complelant testimony of the foregoing facts, adjudge
	Peter Rayhorn	order and decree that the said Peter Rayhorn shall
		and do make and execute and deliver unto your
		said orator a good and sufficient deed at Law &
		in equity for the undivided one half part of
		all that certain tract or parcel of land situated
		in Morris township, Clearfield County, Pennsylvania
		bounded and described as follows, I. Beginning
Pro Kerr	12.25	at a post corner of land of John Kerr & Gilbert
Atty	3.00	Hoover; thence south eighty-eight degrees east
Shaff Shaw	3,16	one hundred and fifty-seven and five-tenths per-
Pro Kerr	1,50	ches to post on tract line of Christopher Baker
" Kerr	1,00	survey; thence north one and one half degrees
" Kerr	.50	east one hundred and twelve perches, more
" Kerr	.60	or less, to post and Corner of Barbara Wagoner
" Kerr	.25	land; thence north 88 degrees west one hundred
" Kerr	.50	and fifty-eight perches to post; thence south
" Kerr	.50	one and one-fourth degrees west one hundred
F. G. Harris Master	50.00	and twelve perches, more or less, to post and
Joseph Potter	2,56	place of beginning, Containing one hundred and
Jeremiah Hoover	2,56	three acres and allowance.
Leonard Kyler	2,56	2nd That you will further adjudge, order and
Peter Huffman	2,56	decree that the deed of Peter Rayhorn and wife
Jacob Mock	2,44	of John Raab, dated 9th February, 1859, be reformed
Wm Neight	2,56	and corrected so as to make it a deed for the un-
Mrs. Peter Huffman	2,56	divided one half of all that certain tract of land
Peter Mone	2,56	situate in Morris township, Clearfield County, Penn-
Pro Kerr	.50	sylvania, bounded and described as follows, viz:
Pro Kerr Decree	2.50	Beginning at a post corner of lands of John
Pliffs Printing	12.00	Kerr and Gilbert Hoover; thence south eighty-eight
W C Mercer SS.	.81	degrees, east one hundred and fifty-seven and
John Kerr SS.	5,40 167,83	five-tenths perches to post on tract line of Christo-
Pliffs Deed	3,00	pher Baker survey; thence north one and one
Pro Kerr	1.50	half degrees, east one hundred and twelve perches,
Shaff Shaw	1.00	more or less, to post and Corner of Barbara Wagon-
		er land; thence north eighty-eight degrees, west one
		hundred and fifty-eight perches to post; thence
		south one and one-fourth degrees, west one hun-
		dred and twelve perches, more or less, to post &
		place of beginning; Containing one hundred and
		three acres and allowance.
		3rd That, by reason of the refusal of said Rayhorn
		to make, execute and deliver a deed for said
		undivided one-half part of said premises, your
		Honorable Court will adjudge, order and decree
		that the costs of this bill & all proceedings therewith be paid
		by the said Peter Rayhorn.
		4th And that your Honorable Court will make such
		other and further order as you may deem proper
		and equity may require.
		We hereby certify that, in your opinion, the Complai-
		nant had no adequate remedy at Law. Wallace & Krebs.



Commenced on page 94

And now 19 July 1883. Plaintiffs atty's file affidavit with printed Bond having the usual order to appear in 14 day's or Judgment Pro Confesso will be taken and a decree entered against you in their absence.

Now March 2nd 1883 Served the within notice in Equity on Peter Rayhom Defendant within named by giving him a true & correct Copy of original.

So Ans R. Martin Sheriff.
Shff.

By paper filed 12 Mar 1883 Israel Test Esq appears for the Defendant "N.B. Page 216" And now 12 Dec 1883 Plff enters rule on Deft to file his Answer in 20 days upon Service hereof or Judgment will be taken Pro Confesso Wallace & Krebs

And now 13 Dec 1883 Service accepted and Issue and Service of rule waived by Israel Test Defts Atty

And now 11 January 1884 answers filed by Israel Test Attorney for respondent

And now 14 April 1884 upon motion of Murray & Gordon Solicitors for Plaintiff and by Consent of Parties Frank G Harris Esq is appointed Master to report the facts the law and the form of a decree to the Court By the Court

Report of Master with the Testimony taken in the case filed by Frank G Harris (Master

And now 6th April 1885 by paper filed and dated 1st April 1885 It is hereby agreed that His Honor David L. Krebs shall (notwithstanding his having been at one time Attorney of record for Plaintiff) dispose of the aforegoing case and make the decree therein signed Murray & Gordon Atty for Plaintiff & Israel Test Atty for Respondt

And now 6th April A.D. 1886 The bill and answer in this suit having been referred to Frank G Harris Esq. master, and he having made a report favorable to the prayer of the Complainant which report hath fully set forth the facts and evidence in the case, and the said report having been fully considered by the Court the Court do order and decree

1st That Peter Rayhom shall make and execute and deliver unto John Kein a good & sufficent deed at law and in Equity for the undivided one half part of all that certain tract or parcel of land situate in Morris Township Clearfield County Penna bounded and described as follows:- Beginning at a post Corner of lands of John Kein and Gilbert Hoover: thence South Eighty Eight degrees East 157 7/10 perches to post on back line of Christopher Baker survey: Thence North one & one half degrees, East 112 perches, more or less to post and Corner of Barbara Wagoner land, Thence North 88 deg West 158 perches to post, thence South one and one fourth degrees West 112 perches more or less & place of beginning containing one hundred and three acres and allowance. (103).

2nd It is further adjudged, ordered and decreed that the deed of Peter Rayhom & wife to John Raab, dated February 7th A.D. 1859 be reformed & corrected, making it a deed for the undivided one half of all that certain tract of land situate in Morris Township Clearfield County Pennsylvania, bounded and described as follows. Beginning at a post corner of lands of John Kein and Gilbert Hoover, thence South 88 degrees, East 157 7/10 perches to post: on tract line of Christian Baker survey: thence North one & one half degrees, East 112 perches More or less to a post and corner of Barbara Wagoner land: thence North 88 degrees, West 158 perches to post. Thence South one & one fourth degrees West 112 perches. More or less, to post & place of beginning: containing one hundred and three (103) acres and allowance

3rd It is further ordered and decreed that the costs of this bill and all proceedings therewith be paid by the said Peter Rayhom

David L Krebs
Pres Judge

Page 314 continued

On 23 July upon motion of Murray & Gordon the Defts is hereby ordered to pay the amount of Costs & masters fee & sued in this case within 10 days from service hereof, on failure to pay the same within that time an Execution to Issue, the Amount of Costs being the sum of One hundred & Seven & 83/100 Dollars

By the Court

Mar Term 1883

m.&g.	P. T. Kyler and Joseph Potter	Bill in Equity Praying the Court 1st That said defendant Adam Moyer may be decreed specifically to perform the said Contract hereinbefore set forth of April 29. 1875 and to make Your Orators a good and sufficient deed for said premises
10 mar	2 vs	
W & K	Adman Moyer & Calvin Pardee and Jacob Stunkwiler	2d. That said Defendants may be decreed to pay to Your Orators such reasonable expens and damage as they may have sustained by the refusal and neglect to make execute and deliver to Your Orators a good and Sufficient deed for said premises
		3d. That Your Orators may have such other and further relief as to Your Honorable Court may seem meet and as Justice and Equity may requir

Pro Kerr $2,75
attr (MDG) 3,00
Pro Kerr 1,50
" Kerr ,50
" Kerr ,60
" Kerr ,50
Pffs paper book (MDG) 2,00
Pro Kerr ,25
$20,60

Rec. 16 June 1884 of Murray Gordon Twenty & 60/100 dollar the above cost in full
Jno Kerr
Pro

And now 10 mar 1883 Plaintiff file their affidavit with Printed book having the usual order to appear in fourteen days or Judgment Pro Confesso will be taken and Decree entered against Defendants in their Absence

And now 10 March 1883 Service accepted for Defendants Wallace & Krebs

And now 30 march 1883 Plaintiffs enter rule upon defendants to file their plea answer or demurret within Thirty days in accordance with rules of Equity practice

And now april 3d 1883 we hereby accept service & waive the issue of the within Rule Wallace & Krebs
attys for respondents

And now By paper filed 6 June 1884 Adm dated 4 Oct 1883 It is hereby agred that upon payment of Twelve Hundred dollars within two months from date by Plaintiff to A Moyer or his Attorney A Moyer will make deed to Plff for the land described in the bill filed subject to the Agreement of Plaintiff of May 10 A. 1883 with C. Pardee and decree may be recorded accordingly

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June Term 1883

Feading	A. C. Hopkins Surviving partner of the firm of Hopkin & Irvin et al	Bill in Equity Praying the Court 1st. That a commission do Issue out of this Honorable Court to divid. Seperate and allot to Your Orators one third part of all the pine timber Standing growing and being upon the aforsaid two tracts of land to be held and enjoyed by Your orators Seperately and apart from the other two thirds of said timber So that Your orators may remove the same as they may See fit
20 Mar	/ s	
M'Cs	First National Bank	
G.B. Barrett	of Wellsville Ohio	
Jas H. Murray	et al	
		2nd That Your Honorable Court will make such further order and grant such further relief as may Seem to Your Honorable Court proper and as Justice and equity may require
Pro Kerr	# 2.25 By Clff	And now 20 Mar 1883 Plaintiff files their Affidavit
Att	300	with Printed Book having the Usual order to
Pro Kerr	1,50 By Clff Bill	Appear in fourteen days or Judgment Pro
" Kerr	,50 By Clff Bill	Confesso and decree entered Against them
Shff Shaw	4,61 By Clff	in their Absence
Pro Kerr	,25 By Clff Bill	Now March 28th 1883 Served the within writ on Mrs.
" Kerr	,50 By Clff Bill	Margaret Baum by reading and making known
" Kerr	,50 By Clff Bill	Contents and Served on Andrew Baum by Shewing
" Kerr	25 By Clff Bill	him a true and attested copey of the original writ
" Kerr	1,25 By Clff Bill	with his wife at his residence So ans R.A. Shaw Shff.
" Kerr	,25 By Clff Bill	Nov 2 April 1883 By paper filed Murray & Gordon
" Kerr 4 Rules	2,40 By Clff Bill	appear for Geo F. McLean and direct this our
" Kerr	,50 By Clff Bill	appearance to be filed & entered accordingly in
" Kerr	,50 By Clff Bill	the above stated case
" Kerr Conv	1,00 By Clff Bill	Now April 9th 1883 By paper filed Jas H. Murray
" Kerr	,50 By Clff Bill	Esq appears for G.F. McLean & Mrs A Baum in
" Kerr 6 Rules	1,80 By Clff Bill	the above stated case"
" Kerr	,50 By Clff Bill	
" Kerr	,50 By Clff Bill	
" Kerr	,50 By Clff Bill	And Now 12th April 1883 Geo F. McLean and Mrs
" Kerr	1,50 By Clff Bill	Margaret Baum file their joint answers
" Kerr	1,00 By Clff Bill	Now 23 April 1883 Levi Bird Duff Assignee of Carrier
" Kerr	,50 By Clff Bill	& Baum appears for himself as Assignee
" Kerr	1,50 By Clff Bill	Levi Bird Duff Assignee
" Kerr	1,00 By Clff Bill	March 24th 1883 Served on J.T. Stockdale Trustee of the Pittsburgh
" Kerr	25 By Clff Bill	Savings Bank by Copy and informing him of the Contents thereof
" Kerr	25 By Clff Bill	so answer on oath Albert A Heiner Constable
" Kerr Decree	2,50 By Clff Bill	March 24 1883 Served on Levi Bird Duff Assignee of Carrier
" Kerr Dfts. Sols.	1,80 By Clff	and Baum by Copy so answers on oath D.C. Reardon
" Kerr Clffs. Sols.	1,80 By Clff	" By paper filed 27th November 1883 G.R. Barrett Attorney
" Kerr Duff Sols.	60 By Clff	appears for the Wellsville Bank of Ohio Reserving all
" Kerr Clffs Sols.	6,0 By Clff	Legal exceptions and waiving personal Service in above
		Case"
		And now 27 Nov 1883 On motion of Frank Fielding Esq
		Atty for Plaintiffs files and order that the bill in this case be taken
		Pro Confesso against J. T. Stockdale, Trustee of the Pittsburgh Savings Bank
		and the said order that the bill be taken Pro Confess is accordingly entered
		Judgment
		By the Court
		James Kerr Prothonotary
		And now to wit: 27 day of Nov 1883 on motion of Frank Fielding Solicitor for
		Plaintiffs a rule is ~~granted~~ entered on the defendants who have appeared

in this Case to wit: The First National Bank of Wellsville Ohio. J H Reilly Trustee and Levi Bird Duff assignees of A F Baum and John Carrier Bankrupts, to file their respective Pleas. demurrers or answers to the bill in this Case filed within Thirty days after the service of notice of this rule ——— Frank Fielding Solicitor for Plff Issued
Nov 28th 1883 Copy of this rule Served on me G. R. Barrett Atty for Wellsville Bank
Dec 1st 1883 Served on me Levi Bird Duff assignee of Carrier v Baum
And now 18 Dec 1883 G.R. Barretts files ~~Demurrer~~ Seperate Answers of the First National Bank of Wellsville Ohio & J H Reilly
And now 28th Dec 1883 Levi Bird Duff assignee for Carrier and Baum v others, Defts files separate answers ~~under~~ oath in above Case — Now 26 Jany 1884 Replication filed
And now Jany 1884 on motion of Frank Fielding Solicitor for the Plaintiff Joseph H Parker Esq is Appointed Master in Chancery to take testimony and report to the Court at next Term with the form of a decree &c
Now 26 Febry 1884 Commission Issued By the Court
And now 11 Mar 1884 on motion of Frank Fielding Solicitor for Plff a Rule is granted on the Defendants in this case to Close their testimony in behalf of said Defendants before the Above named within thirty days in accordance with the rules of Equity practice By the Court
By paper filed & dated 16 April 1884 Ent Appearance of J.B. McEnally for Levi Bird Duff Assignee of Carrier & Baum & others "W.B. Page 284"
And now 17 Sept 1884 Time for filing exceptions in Above cause extended to Saturday the 4th Oct 1884 By the Court
And now 23 Oct 1884, Report of Master filed with Testimony

On Argument List Sept Term 1884, Nov 22nd 1884 Argument Submitted
Now 26 Nov 1884 Exceptions overruled decree to be filed — By the Court
And now, to wit the 15th Dec AD 188. this case came on to be heard and after full Argument and due Consideration being had it is ordered adjudged and decreed First That the One third part of the White Pine timber Standing, growing and being upon the lands mentioned in the Plaintiffs bill, to wit — Tract Known as Warrant "No 1988" containing about four hundred and fifty Acres, and tract Known as "No 3592" Containing about Nine hundred Acres, more or less be divided partitioned and Set apart and allotted to said Plaintiffs, A C Hopkins and others, his and their respective heirs and assigns, or to those lawfully Claiming the same under the said Hopkins & Irvin, So that the said A C Hopkins, Surviving partner of the firm of Hopkins & Irvin, and those lawfully claiming the same under said firm may have, use and enjoy remove and dispose of the same Separate and apart from the owners or owners of the remainder of said timber upon the said lands —
Second — It is further adjudged and decreed that the remainder of said timber after Setting apart the One third thereof to the said Plaintiffs be and remain without further partition or division in this Action
Filed 2 April 1885. By the Court
D.L. Krebs P.J.

And now 23 July 1885 in order to fully carry out perform and execute the decree of partition in this case made the Court does hereby appoint Joseph H Parker Master and Austen Gubich Commissioner for the purpose and they the said Master and Commissioner are hereby Authorized empowered and directed to go upon the said lands designated, Set apart and Allot unto the said Plaintiffs in the said bill or those lawfully Claiming under them the one third part of the white pine timber upon said lands, having due regard to the Quantity quality Value and location of the whole thereof and in Such manner as to fairly and Equitably Set Apart the One third thereof to their Seperate use and as the Seperate prop-

"Continued to Page 74"

June Term 1883

Filding — Albert C Hopkins

6 Apr — 2 — Joseph H Raymond Orin S Schoonover & Jacob A Tulmer

Bill in Equity Praying the Court First That the said Defendants Joseph H Raymond Orin L Schoonover & Jacob A Tulmer be required by Your said Court to interplead so that the Court may adjudge to whom the aforesaid money belongs and that the Plaintiff may be indemnified

Second That an Injunction be awarded against the said defendants respectfully to restrain them from further proceedings by Any suit or suits at law against Your Orator till the right to said money be forer determined

Third That Your Orator be permitted to pay the aforesaid money into Your said Court (which he hereby offers to do) for the benefit of the party who may be adjudged entitled to receive the same

Fourth That Your Orator may have such further and other relief as to Your Honorable Court may seem meet and as Equity may require

And now 6 Apr 1883 Plaintiff files his Affidavit with Printed book having the usual order to appear in fourteen days or Judgment Pro Confesso will be entered and decree made against them in their absence

And now 7 Apr 1883 Service accepted on Printed book for Jacob A Tolmer by D F McKenrick

And now 7th Apr 1883 Service accepted for O L Schoonover one of Defendants named by Wallace & Krebs attys

And now 7th Apr 1883 Service accepted for Jos H Raymond one of the Defendants by McCandless & McCurdy

And now 19 May 1883 on motion of Frank Filding Atty for Plff files an Order that the bill in this case be taken Pro Confesso and thereupon said, order that the bill be taken Pro Confesso is accordingly entered

Judgment

By the Court

Jas Kerr P.J.

And now 1 June 1883 this case came on to be heard and it appearing that due Service of the bill and order in this case have been made on the Defendants and upon hearing the Council of the Plaintiff and the said Defendant submitting the matter to the Court it is ordered adjuged and decred as follows

1st That the Injunction Awarded by the Order dated 13th day Apr 1883 be Continued and the same is hereby made perpetual and the said Joseph H Raymond one of Defendants is hereby enjoined and restrained from further prosecuting the action at law by him brought Against said Plaintiff to No June Term 1883 C.P. Court as in said bill is set forth and that he the said Raymond as well as the other Defendants are in like manner restrained and enjoined from Commencing or prosecuting any other action or actions at law against said Plff for the purpose of recovering from him the money

Pro Kerr $2,25
Atty 3,00 Pd F.F.
Pro Kerr 1,50
" Kerr ,50
" Kerr 50
Sheff Shaw 1,00 by Prothy
Pro Kerr 1,75
Printing Bill 9,00 Pd F.F.
Pro Kerr Decree &c 2,50
" ~~Kerr &c~~ ,75
Atty see orders of Court 5,00 Pd F.F.
Pro Kerr &c 1,13
" Kerr 50
" Kerr Rule 60
" Kerr 1,50

Recd 21st June 1883 of Frank Filding One Hundred and Thirteen dollars and Seventy Nine cents being money paid into Court in accordance with Decree of Court
$113 79
Jas Kerr
Pro

Rec June 21, 1883 of Pro Ken $9, for Printing Bill, Atty fee as per order #5, and Docket Atty fee $3, as above taxed
Frank Filding

J H Raymond $s $3,06

in the said bill mentioned

2ond That the said Plaintiff shall pay into Court the money admitted by him in said bill to be in his hands; first deducting and retaining thereout $9.00 the sum paid by him for printing this bill as well as the sum of $5.00 as fee for his Counsel in this case. And deducting also out of said money the Prothonotarys and Sheriffs Costs in this case now accrued. The money thus to be paid in to Court to there remain until it shall be determined by due process to whom the same belongs and upon the payment of said moneys into Court the said Plaintiff is hereby discharged from further duty or liability for or on account of said fund

3. That the defendants in this bill do proceed to interplead for the purpose of determining to whom said money belongs

John H Orvis
A.L.J

And now 21st Nov 1884 by praecipe filed Rule granted to show cause why the money paid into Court should not be put at interest and J.H. Raymond be allowed on filing of Bond to take the same out Rule served on Os Schoonover & J.A. Mellin personally by giving each of them a copy thereof & on J.H. Raymond

By the Court

On Argument List at Dec Term 1884 & now 14th Jany 1885 It is ordered that J.H. Raymond shall give a bond in the sum of $300 with surety to be approved by the Court or a Judge thereof Conditioned for the refunding & return of the same or so much thereof as may be adjudged not to belong to him with interest at 6% from date of receiving same then the Prothy shall pay said 113.79 to him

By the Court

And now 27th Jany 1885 Bond of J.H. Raymond dated 27th day of Jany 1885 with Michael Rader as surety in the sum of Three Hundred dollars which bond is approved same day

By the Court

back of bond: Recd 27 Jany A.D. 1885 of James Kerr Prothy Eighty three and 79/100 dollars in check to order of J.H. Raymond being amount of $113.79 within referred to, left in said Prothys hands after deduction of Prothys Shffs fees Printing bill F. Fielding Counsel & Docket $3.00 atty fee

McNally & McCurdy atty. for J.H. Raymond

Sept Term 1883

M & G — Martha Jane Irvin by her next friend E A Garman

19 Sept — " "

James A Irvin Eliza Irvin Annie M Irvin and R N Shaw high Sheriff of Clearfield County

Bill in Equity Praying the Court 1st That said Eliza Irvin, Annie M Irvin and R N Shaw Sheriff be restrained by Injunction temporary now and perpetual hereafter from Selling the Interest of said James A Irvin in the real estate described in the Appendix hereto, and that all proceedings on said Judgment be Stayed pending said Injunction 2nd That Your Oratrix may have such other and further relief in the premises in the premises as Justice and Equity may require and to Your Honorable Court may Seem meet

And now 19 Sept 1883 Plaintiffs Attys file their Affidavit with Printed Book having the usual order to Appear in fourteen days or Judgment Pro Confesso will be entered and decree made Against them in their Absence

And now 12 Sept 1883 the foregoing bill read and Considered and an injunction is hereby Awarded Awarded as Prayed for to be Issued upon the Plaintiff filing bond in the Sum of Five hundred dollars ($500) to secure the defendants Against damage by the Issueing of said Injunction with sureties to be approved by the Clerk of the Court which Injunction Shall be taken as dissolved unless a motion to Continue the Same be made and Argued on or before September the 24th 1883 of which motion five days notice Shall be given defendants or their attorneys

E A Mayer P.J.

And now 19 Sept 1883 Plff files Bond in $500— with A. O. Smith and M L McQuown bail as per above order of Court and Injunction Issued

And now 19th Sept 1883 Served this injunction on James A Irvin Eliza Irvin & Annie M Irvin by reading & making Contents Known & Served the Notices in this Case on the Defendants James A Irvin Eliza Irvin & Annie M Irvin by giving each a true and attested Copy thereof

So Ans R Newton Shaw Sheriff

To Defendants: You are hereby notified that a motion to Continue this injunction will be made & argued on Sept 24th 1883 at 2 P.M. at Clearfield Pa

Murray & Gordon Offs Atty

Now 19th Sept 1883, Service accepted of the within notice

R Newton Shaw Shff

Now 19th Sept 1883: Served the within notice on the Defts by giving each a true and attested Copy thereof

So Ans R Newton Shaw Shff

Now 19th Sept 1883, Service accepted on the within injuction

R Newton Shaw Shff

On Argument list at September Term and Argued C, A, V

Pro Kerr Atty (pd Ltr 3 Writs 50 Dtty Writ)	$ 2,25 - By Atty 3,00
Pro Kerr	1,00
" Kerr	50
" Kerr	25
" Kerr Inj	1,00
" Kerr	25
Shff Shaw by Pro	3,22
Pro Kerr	,50
Shf Shaw by Pro	3,22
Pro Kerr	2,00
" Kerr	,50
Shff Shaw by Pro	1,00
Pro Kerr	,25
Pro Kerr	,60
Pro Kerr Lis	,25
	$ 16,04

Rec'd 24 April 1885 of John Irvin & Bro. Fifteen 4/100 dollars being Shff Shaw & My Costs & as Kerr Pro

And now June 21st 1884, the motion to continue the preliminary injunction having been Argued, and after due Consideration had, it is ordered adjudged and decreed that the preliminary injunction heretofore issued be and the same is hereby dissolved, so far as the sale of the tract of land described in said bill as No. 7, in Appendix and referred to in Section 4 of said bill; being Six hundred Acres of land more or less in Bigneck Township Clearfield County in the Warranties Name of Rebecca Brown & Townsend Shackman

And it is further ordered that the interest of James A Irvin in said tract of land shall be sold at Sheriffs Sale for a price equal to the amount for which said tract of land was contracted to be sold under the Contract referred to in Section 4 of said bill — The Moneys Arising from said Sale to be distributed under the Act of Assembly of April 20th 1846, known as the Lien Creditors Act, And that an issue be formed between the said Execution Creditor Annie M Irvin of the one part and the said Martha Jane Irvin of the other part to determine whether or not the said judgments to No. 229 June Term 1882, and No. 240 Sept. T. 1883 and any other Judgments claimed by the said Annie M Irvin either as original owner or assignee, which may be reached by the fund arising from said Sale, are collusive and fraudulent; and given for the purpose of Cheating and defrauding the said Martha Jane Irvin — In which issue the said Martha Jane Irvin shall be the Plaintiff and the said Annie M Irvin shall be the defendant

The injunction is continued as to the residue of said land, until the further order of the Court —

By the Court

C. A. M —

And now 29 July 1884 Plff Attys file notice for Defendants to file their Pl. Plea Answer or demurrer to the Bill filed in the above cause within thirty days from the Service thereof

Murray & Gordon

And now August 5, 1884 Service accepted for Jas. A Irvin et al

Orvis & Snyder atty for Defts

And now 30 Aug 1884 time for filing Answer extended to 15th Sept 1884

Murray & Gordon Plff Atty

Now Sept 15th 1884 Answer of R N Shaw Plff filed

" Sept 15th 1884 " " James A Irvin "

" Sept 15th 1884 " " Eliza & Annie M Irvin filed

And now 24th April 1885 — I Martha Jane Irvin do hereby appear and discontinue all proceedings in above case and I do hereby agree that the Injunction heretofore granted to wit: on Sept 19th 1883 and Made perpetual on the 21st June 1884 shall be taken as if the same had been dissolved by the Court and the whole proceedings dismissed. John Irvin to pay all docket costs thereon including the printing of paper book of Plaintiff but not to include any costs for witnesses or subpoenaing the same

Witness

Geo M Ferguson

Martha Jane Irvin

In pursuance of Above order we hereby direct a discontinuance of above suit

Murray & Gordon

Attys for Plff

"Continued from page 69"

erly of the said Plaintiffs if the same can be reasonably and Equitably done. and if such Partition cannot be as aforesaid made so as to set apart the one third thereof as aforesaid then to make such partition and Valuation thereof as may be Just and right and to Charge upon such partition such as will Justly and Equitably give unto the said Plaintiffs the one third of said timber in Value or Quantity as may be Just and Equitable

That the Master and the said Commissioner shall make report thereof to our said Court at the next Term

By the Court
David L Krebs P.J.

Now 19 May 1886 Report of Master Filed

Now 19 May 1886 Exceptions filed to report of Commissioner and to the proceedings generally by ~~Defts~~ A T Baum

Now 24 May 1886 the Report of Master read and Confirmed Nisi and it is ordered that the time for filing exceptions be enlarged to the 4th Monday of June 1886

By the Court

Now 23 June 1886 McCauley & McCauley files exceptions of Levi Bird Esqr to the Report of the Master in this Case W.B. 28 June 1886 Defts enter 3 Rules 6 days

On Argument List 19th July 1886 Continued until Wednesday July 28th 1886 10 oclock A-M.

By the Court

W.B. July 19 1886 S.P. Defts enter Rule 6 days - July 20 1886 Pffs enter Rule to take days.

And now 28th July 1886 Argued C.A.V. - W.B. July 10.12 & 14 Pffs enter Rules to take days -

August 3rd 1886 Opinion filed overruling exceptions to the Master and Commissioner's report and direct the counsel for plaintiff to draw a decree accordingly

By the Court.
D L Krebs P.J.

("Decree")

And now to wit the Fifth day of August A.D. 1886, the exceptions filed to the report of Joseph W. Parker, Master and A.H. Gulich Commissioner, appointed by the Court to make partition in this case having been argued, and the same being overruled it is hereby ordered, adjudged and decreed that the report of said Master & Commissioner in this case made shall be and is hereby approved and confirmed and the one third part of the white pine timber, standing, growing and being upon tract of land surveyed respectively on warrants No 1988 and No. 3592, in Sandy Township, Clearfield County, Pennsylvania, having been by the said Master and Commissioner alloted and set apart unto plaintiffs in this bill, and those lawfully claiming under them, standing growing & being upon all that portion of tract No 3592, and bounded and described as follows, to wit: Beginning at a hemlock corner, the north west Corner of said tract: thence by the tract line dividing tracts No 3592 and 4398 and lands of A. Bell south 89 deg East 425 perches the entire length of said tract to a maple on the North east corner of said tract: thence South by the line of tract No 3593.½ deg West 138 perches to a post: thence North 89 deg West 245 perches to post. thence South 20½ deg West, 44 ⅒ perches to post: thence North, 89 deg west 171 perches to hemlock: thence North 3/4 of a degree East 70 ⅒ perches to post: thence North 3⅓ deg East 107 perches to hemlock corner & place of beginning, of said piece of land. Containing 413 3/10 acres, as will appear by a draft of the said two tracts of land is reasonable, just and equitable, taking into consideration the quantity, quality, location and value of the whole thereof — Now it is hereby ordered, adjudged & decreed, that the said partition so as aforesaid made by the said Master & Commissioner be and remain firm & stable forever, and that the said Plaintiffs in said bill, and those lawfully claiming under them, their respective heirs, legal representatives and assigns, shall have use and enjoy as their separate property and to their separate use, all of the White Pine timber, standing growing and being upon all that portion of the land herein before

designated, with the right to remove the same at will, and it is further ordered adjudged and decreed that the said plaintiffs shall pay unto Levi Bird Duff assignee the sum of eight dollars Royalty charged upon that part of the said lumber allotted to the said plaintiffs, in order to equalize the value of said partition.

By the Court

D L Krebs P.J.

January Term 1884

1884	William Stiles	Bill in Equity Praying the Court
	Sidney Foy and	1st To grant an Injunction preliminary now
	David Litz	and perpetual hereafter to restrain the said Defts
		from placing the said Books in any of the
27 Sept	1 3	Schools of said District and from doing any=
		thing to carry out their intention to place
McCurdy & McCurdy	Henry Alleman	the said Books in said Schools
	W. L. Davids. Blair	2nd To Grant such other and further relief as
	Ramey. W. M. Scott	Justice may require and as may seem meet
	M. W. Millwood and	and proper
	Thos. Prideaux	and now 27 Sept 1883 We Certify that in our
	School Directors of	Opinion Plaintiff have no adequate remedy
	Gulich Township	at Law and further that there has not been Suf=
		ficient time within which to print the
		foregoing bill Murray & Gordon
		Plff attys
Pro Kerr	$ 2,25	And now 27 Sept 1883. a preliminary Injunction is
Atty	3,00 McCurdy	hereby awarded which is to issue upon Plaintiffs
Pro Kerr	25	fileing a bond to be approved by the Court or
" Kerr	50	a Judge or Clerk thereof in the Sum of five hundred
" Kerr	25	dollars and the said Injunction is to be taken as
" Kerr Sup	1,50	dissolved unless a motion to Continue the
" Kerr	25	same be argued at Clearfield on Thursday
Shff Shaw	6,45 by Pro	Oct 4th 1883 at 2 P.M. of which motion five
Pro Kerr	1,50	days notice shall be given defendants or
Shff Shaw	6,68 by Pro	their attorneys C. A. Mayer P.J.
	15	By paper filed dated and Aproved 27 Sept 1883 See Bond
	$ 22,78	of Plaintiff in the sum of $500 with E. A Irvin as
		Bail and same day Injunction Issued
Rec'd 25 Oct 1883 of Murray and Gordon Twenty Two and 78/100 Dollars the Above Costs in full		And now 27 Sept 1883 Plff attys file Affidavit
James Kerr Pro		having the usual order to appear and plead in
		fourteen days or Judgment or Judgment Pro
		confesso will be entered against the Defendants
		in their Absence
		You are hereby notified that a motion will be
		made and argued to Continue this Injunction
		at Clearfield Pa on Thursday 4th Oct 1883 at 2 P.M.
		And You Are further notified to produce at said
		hearing the minutes of the proceedings of said
		directors of Schools of Gulich Township and also
		the Contracts made with the teachers thereof
		Murray & Gordon
		And now 28 Sept 1883 I hereby deputize Harry Humphill to
		Serve the within Injunction R N Shaw Shenff
		And now 29 Sept 1883 Served writ of Injunction and notice
		of the motion to Continue the same on Henry Alleman W L Davids
		Blair Ramey. Wm Scott M W Millwood and Thos. Prideaux School
		directors of Gulich Township personally by reading and making
		Contents known Also gave to each the President and Secretary
		of said School board a copy of said writ and Notice
		So on Oath Ans Harry Humphill
		And now 5 Oct 1883 By paper filed M^c Curdy and
		McCurdy Appear for Defts in this Bill in Equity
		On Argument List at Sept Term 1883

And now 5 Oct 1883 Special Injunction heretofore granted is now hereby dissolved By the Court

January Term 1883

M'r G

28 Sept

M'Cauley & McCurdy

David McCracken and Warren Passmore
2 vs
John Derrick
M. N. Johnson
J. L. Hoover, A. L.
Wiley, A. B. Tate
and Marion Sharp
School Directors
of Greenwood Twp

Bill in Equity Praying the Court
1st To grant an Injunction Preliminary now and perpetual hereafter to restrain the said defendants from peacing the said books in any of the schools of said district and from doing anything to carry out their intention to place the said books in the said Schools
2nd To grant such other and further relief as Justice may require and as may seem meet and proper
And now 28 Sept 1883 we hereby Certify that in our Opinion Complainants have no adequate remedy at law and we further certify that there has not been sufficient time within which to print the foregoing bill
Murray & Gordon
Attys for Plff

And now 28 Sept 1883 an injunction is hereby awarded as prayed for to Issue upon Plaintiff filing a bond in $500— with surety to be approved by the Court or a Judge or Clk thereof which Injunction is to be taken as dissolved unless a motion to continue the same be made and argued at Clearfield on Thursday 4th. Oct 1883 at 2 PM of which notice shall be given defendants at the time of serving this Injunction
By the Court
By paper filed dated and Approved 28 Sep 1883 see Bond of Plaintiff in the Sum of $500. with Jno H Bell as surety and same day Injunction Issued
And now 27 Sept 1883 Plaintiff Atty files affidavit having the usual order to appear and plead in fourteen days or Judgment Pro Confesso will be entered against the defendant in their Absence
You are hereby notified that a motion will be made and argued to continue this Injunction at Clearfield Pa on Thursday 4th Oct 1883 at 2 PM. And You are further ~~enjoined~~ notified to produce at said hearing the minutes of the proceedings of said directors of Schools of Greenwood Twp and also the Contracts made with the Teachers thereof
Murray & Gordon
And now 29 Sept 1883 Served writ of Injunction and notice of motion to Continue the same on John Derrick Pres't. M N Johnson Sec't. J L Hoover. A L. Wiley, A B Tate, and Marion Sharp School directors of Greenwood Twp personally by reading
So Ans R W Shaw Sheff
By paper filed and dated 5 Oct 1883 McEnally & McCurdy appear for Defendants in this bill in Equity
On Argument Dist at Sept Term 1883
And now 5 Oct 1883 Special Injunction heretofore awarded is now hereby dissolved
Opinion to be filed
By the Court

Pro Kerr	$ 2,25
Atty	3,00 M E & M C
Pro Kerr	,25
" Kerr	,50
" Kerr	,25
" Kerr Cert	1,50
" Kerr	,25
Sheff Shaw	5,13 by P M
Pro Kerr	1,50
Sheff Shaw	4,40 by P M
	15
	$ 19,18

Rec. 25 Oct 1883 of Murray and Gordon Nineteen 18/100 Dollars the Above Costs in full
James Kerr Pro

January Term 1884

M'C & G.	R. S. Montgomery	Bill in Equity Praying the Court
28 Sept	3	1st To grant an Injunction preliminary now and
		perpetual hereafter to restrain the said defendants
		from placeing the said books in any of the Schools
	Dorras Snyder, Daniel	of said District &c from doing anything to carry out
	Fishel. John Fishel	their intention to place the said books in said Schools
	John Connelly. Henry	2nds To Grant such other and further relief as Justice
	C Pierce & Lawrence	may require &c as may seem meet &c proper
	Killian. School directors	And now 28 sept 1883 we hereby Certify that in
	of Chest Township	our Opinion complainants have no adequate remedy
		at law we further Certify that there has not been
		sufficient time within which to print the foregoing
		bill
		Murray & Gordon
		Attys for Plff
Pro Kerr	$ 2,25	
Atty	3,00 McM & C	And now 28 Sept 1883 an Injunction is awarded
Pro Kerr	,25	as prayed for which is to be taken as dissolved
" Kerr	,50	unless a motion to Continue the Same be made
" Kerr	,25	and argued on Thursday 4th Oct 1883 at Clear=
" Kerr Inj	1,50	field Pa at 2 P.M. of which five days notice shall
" Kerr	,25	be given to defendants a bond in five hundred Dollars
Shff Shaw	7,05 by Pro	to be approved by the Court or a Clerk thereof to be filed
Shff Shaw	5,36 by Pro	
Pro Kerr	1,50	
	,15	By the Court
	$22,06	By paper filed dated and Approved 28 Sept 1883 See Bond
Rec'd 25 Oct 1883 of Murray &		of Plaintiffs in the Sum of Five hundred dollars with E.A.
Gordon Twenty two & 06 Dollars		Irvin as Surety And Same day Injunction Issued
the Above costs in full		And now 28 Sept 1883 Plff's Attys file Affidavit and
James Kerr Pro		the usual order for defendants to appear & Plead
		in fourteen days or Judgment Pro Confesso will be
		taken and a decree made against them in their
		absence
		You are hereby notified that a motion to Continue
		this Injunction will be made and argued at
		Clearfield Thursday oct 4th 1883 at 2 P.M. & You
		are further notified to produce at said hearing
		the minutes of the proceedings of the directors of said
		district and the Contracts made with the teachers thereof
		Murray & Gordon
		And now 29 Sept 1883 Served writ of Injunction with
		notice to Continue the Same on Dorras Snyder President
		Daniel Fishel Sect. & John Fishel John Connelly personally
		by reading & on Lawrence Killian & Henry C. Pierce by
		leaving a true and Attested copy of said Injunction
		& notice at their place of residence with an adult
		member of their families So Ans Shff Shaw
		By paper filed and dated 29 Oct 1883 McEnally & McCurdy
		Appear for defendants

From page 80

Now 19 Mar 1885 Amended bill filed & Rule ~~granted~~ on Defendants to enter Appearance
Now 19 Mar 1885 Defendants by their Counsel reserving all legal exceptions to the Amendments and Affidavit thereto and to said rule file their Appearance to said Amended bill
Frank Fielding
Of Counsel for Defts

Now 9 April 1885, Defendants Answer to Amended bill.
Petition for Modification of Order of Court fixing time for closing testimony so as to take the testimony of Solomon Stroup
Now 1 June 1885 Application dismissed without prejudice.
By the Court

Now 31 Aug 1885 Defts enter rule for Commission to Wm Reynolds Duluth Minnesota Notary Public & same day they file Interrogatories with Service Accepted on same by Murray & Gordon atty for Plff
Now 28 April 1886 serve notice on Plaintiffs atty Murray & Gordon, to close his testimony within 30 days from Service hereof in accordance with the rules of Equity Practice
Frank Fielding atty for Defendants

Masters Report filed 27th Feby 1888: Noted 7th June 1888
Now 12 June 1888 Exceptions to masters report filed by
Murray & Gordon Atty for Plff

On argument List at May Term 1888 & Continued
And now June 12th 1888 Frank Fielding One of the Solicitors of Defendants moves the Court to confirm the report of Joseph M Parker Esq Commissioner and master in this Case as made sigited and reported in this Case and filed on record in this Court on the 27th day of February A D 1888 no Exceptings having been filed to the said report of said master and the Exceptions of the Plaintiff having been overruled by him as set forth in his final report filed.
Under the Statement of Complaints Counsel that the record did not show that the masters report was filed until recently. The time for renewing Exceptions presented before the Master is Extended and the same to be filed or revived without delay and the Cause set for argument On the 18th June 1888 at 10 Oclock A M.
By the Court

And now 21 July 1888 Opinion of the Court filed and Counsel for Complainant are accordingly required to frame a decree and submit the same to the Court for approval.

Decree filed 9th Augt 1888

Now 9th August 1888 this Cause having been fully heard upon argument and upon Consideration had it is ordered adjudged and decreed
First: That the said Margaret Brokerhoff widow and Mary C Brokerhoff Andrew J Brokerhoff Henry W Brokerhoff Joseph M Brokerhoff on or before thirty days from the date hereof make Execute and deliver a good and sufficient deed in fee Simple Clear of incumbrance to the Plaintiff Isaac Gaines for all the following mentioned and described real Estate to wit: One piece thereof situate in Bradford township Clearfield County Penna bounded and described as follows. Beginning at a Black Walnut on Bank of the Susquehanna river thence West 222 perches to a post on original line of Survey. thence North 120 perches to pitch pine Corner on river Bank. thence down the river its several Courses and distances 343 perches to the place of beginning Containing 162 acres and allowance. Another thereof situate in Bradford township aforesaid Bounded on the north by West Branch of Susquehanna River. South and East by land of John Smith and on the West by the tract of 162 acres hereinbefore described Containing 25 acres more or less. Another thereof viz: The undivided one half part of all that Certain tract or piece of land situate in Burnside township Centre County Penna. Bounded and described as follows. Beginning at a post on Bank of river thence East 223 perches to a post thence north 77 perches thence by land of Charles Hall to a post thence north 336 perches to a post at river thence up the river

"Continued to page 94"

January Term 1884

m & G	Isaac Gaines	Bill in Equity Praying the Court
28 Sept	4	1st That Defendants be restrained by Injunction
		temporary now and perpetual hereafter from sell=
		ing or in any manner disposing of the lands
	Margaret Brokerhoff	described in Appendix to this bill as tracts Nos
	Widow Andrew J Brokerhoff	1 - 2 - 3 - 6 & 7 -
	Mary C Brokerhoff, Henry	2nd That Margaret Brokerhoff and Andrew J Brokerhoff
Fielding	W Brokerhoff and Joseph M	Administrator of Henry Brokerhoff deceased
	Brokerhoff heirs and Margaret	be Authorized and required to make a deed
	Brokerhoff and Andrew J. Bro=	Conveying to Your Orator his heirs and Assignes
	Kerhoff Administrators	said five tracts of land
	of Henry Brokerhoff	3d That an account may be taken of all and every the
		dealings and transactions between said Henry Brokerhoff
		and Your Oralor under said Contract and that Said Ad=
Pro Kerr	$ 2,25 By Atty	ministrator be directed and required to pay to Your
Atty	3,00	Orator what if anything shall upon such account
Pro Kerr	1,50	appear to be due him on account of the Alledged
" Kerr	,50	over payment to said Decedent. Your Orator being
" Kerr	50	ready and willing and hereby Offering to pay to them what
" Kerr Inj	1,50	if anything shall be due to them on account of
" Kerr	,25	the same
" Kerr	,60	4th That Your Orator may have Such other and further
" Kerr	,50	relief in the premises as Justice and Equity may
" Kerr	,25	require and to Your Honorable Court may Seem Meet
Shf Shaw	1,00	And now 28 Sept 1883 we hereby certify that in
Pro Kerr	,25	our opinion the Complainant has no adequate
" Kerr	,50	remedy for the matters Complained of in the
" Kerr	,60	within and we further Certify that Complainant
" Kerr	1,50	has not had Sufficient time to print this bill
" Kerr	,25	Murray & Gordon for Plff
" Kerr	,60	And now 28 Sept 1883 an Injunction is Awarded
Shff Shaw	1,00	as prayed for which is to Issue upon Plaintiff filing
Pro Kerr	,50	bond in the sum of one Thousand Dollars with Surety
" Kerr	60	to be Approved by the Court or the Clerk of the Court
Shff Shaw	1,00	which Injunction shall be taken as dissolved unless
Pro Kerr	,50	a motion to Continue the same be made and
" Kerr	,25	argued on Friday 5th Oct 1883 at 2 P.M. at Clearfield
" Kerr	1,50	Of notice of which is to be given to Defendants or their
" Kerr	50	Attys when Injunction is Served and it Appearing
" Kerr	50	to the Court that Defendants do not reside in Clear=
" Kerr	50	field County but do reside in Centre Co and one
" Kerr	50	or two of them possibly elsewhere in Penna it is
" Kerr Conv. Injvc	2,50	hereby ordered that Service be made upon them when
" Kerr	,25	they do reside
" Bloom	1,00	By the Court
" Bloom	1,50	by paper filed dated and Approved 28 Sept 1883
" Bloom	1,50	See Bond of Plaintiff in the Sum of one Thousand Dollars
" Bloom	,25	with W W Betts as Surety and Injunction Issued
" Bloom	1,50	And now 28 Sept 1883 Plff Atty filed affidavit with
" Bloom	,50	the usual Order to Appear and Plead in fourteen days
" Bloom	1,50	or Judgment Pro Confesso will be taken and decree
" Bloom	1,00	entered against them in their Absence
" Bloom	,50	And now 29 Sept 1883 I hereby accept Service
" Bloom Serv & c	2,50	of the notice of the filing of this bill and of this bill

Copy Cost to page 94

"Cost to page 81"

Frank Fielding
Atty for Defts

and now 29 Sept 1883 Service of writ of Injunction and notice of Application to continue or dissolve the same are hereby accepted
Signed by all of the Defendants

And now Oct. 15th 1883 Frank Fielding appears for defendants reserving all legal exceptions.

And now Oct 15th 1883 By paper filed dated Oct 4th 1883 It is hereby agreed that the hearing fixed for Oct 5 1883 be continued until such time & place as may be fixed by Judge Mayer and the injunction also continued until such hearing. Murray & Gordon Plffs attys F. Frank Fielding Defts Atty

And now 24 Dany 1884 Plaintiff by his Solicitors enters a rule on respondents to file their plea demurrer or answer to the Bill within thirty days from the Service thereof
Murray & Gordon Solicitors for Plff

And now 26 Dany 1884 Plaintiffs Attys file amended Bill in Equity

Now Dany 26, 1884 Rule served on Frank Fielding Atty for Deft by giving him a true and attested Copy thereof
So Attes R N Shaw Shff per A W W Dpty

And now 22 Feby 1884 Answer of Defendants filed by Defendants Attys

And now 21 Mar 1884 on motion of Frank Fielding Atty for Defts a Rule is granted on the Plaintiff to show cause why the Injunction granted in this case should not be dissolved because the Plaintiff has filed no Affidavits to entitle him to an Injunction Returnable First monday of April 1884 By the Court

Now March 24 th 1884 Service accepted for Plffs by Murray & Gordon
So Attes R N Shaw Shff

On Argument list at April Term 1884

Now 14 April 1884 It is ordered That if Complainants Counsel shall within ten days notice of this order file the Affidavits by them presented with the bill at the time the preliminary injunction was asked for then this Rule shall be taken as discharged Otherwise the same shall be taken as made Absolute
"Plffs repositions filed 19 april 1884" By the Court

Copy of above order of Court Issued 26 May 1884

Now 27 May 1884 this Notice Served on us by Copy to which we reply that Affidavits has heretofore been filed
Murray & Gordon
Attys for Plff

Page 81 Court to

Now June 9 th 1884 the Plaintiff joins issue on the matters alleged in the Answer
Murray & Gordon
Attys for Plff

Now 10 June 1884 Jos. W. Parker appointed Master & Examiner - By the Court

And now 22 Oct 1884 Defendants enter a rule on the Plaintiff to close his testimony in the above Stated case within thirty days in accordance with Rule no 61 of Equity Practice
Frank Fielding Defts Atty

Now Oct 22 1884 Service accepted by Murray & Gordon Attys for Plff

And Now 12 Dany 1885 Petition read & time enlarged to the 1st day of Feby A D 1885 By the Court
Jos W Parker Master & Examiner

Now 1st Feby 1885 Plaintiff Attys files Petition for Extension of time in which to take testimony.

And now 10 Feby 1885 Application having been considered. It appearing that this bill was filed to no 4 Dany Term 1884 on the 28th Sept 1883 and that the master and Examiner was Appointed on the day of June 1884 and it not appearing that the delay is attributable wholly to any inaction or fault on part of Compleainant and that the matters if proven are material and will or may affect the final decree, Therefore

It is adjudged that the time for taking testimony in this cause Shall be and is hereby so enlarged as that Complainant Shall close his testimony on or before the Second Monday of may next. & no further enlargement of the time Shall be had
By the Court

Now 21 Feby 1885 Complainant files Amendment to bill and the order of Court allowing the amendment
Copy Served on me 7th March 1885 Frank Fielding Counsel for Defts

March Term 1884

S.V. Wilson — Woodward Twp

Dq Jany — 1 — c

Orris & Snyder — Bigler Twp

Bill In Equity Praying the Court

First

That an account may be taken under the direction of the Court between Woodward Township Complainant and Bigler Township Respondent to ascertain and apportion all matters of indebtedness with regard to said Road Fund and payment enforced of Whatever balance may thereby appear to be due

Second

That such other and further relief may be granted as the Court may deem Just and Equitable

And now 19 Jany 1884 Plaintiffs Atty files affidavit with Printed book having the usual order to appear in fourteen days after service on defendants or Judgment Pro Confesso will be taken and decree made Against them in their absense

Now Jany 21st 1884 Service accepted for Supervisors of Bigler Township by A.D. Snyder So ans Sheff Shaw

February 8th 1884 we appear for Supervisors of Bigler Township. Orris & Snyder.

Now May 24th 1884 Defendants by their Attys Orris and Snyder files answers and Service accepted and personal Service waived

S.V. Wilson
Atty for Plffs

And now 9 June 1884 Replication of Plffs filed

And now 9 June 1884 on Motion of S.V. Wilson W.H. Patterson Esq is Appointed Master in Chancery in the above Case, and make Report at Sept Term Next

By the Court

Pro Kerr $2.25
Atty 3.00
Pro Kerr .50
" Kerr .25
" Kerr 1.00
" Kerr .25
" Kerr .50
" Kerr .50
" Kerr .25
" Kerr 1.50
" Kerr .50
" Kerr 1.00
Masters fee 50.00
Witness 30.38
D Higgins ss 6.25
Adv 5.54
Notary fee .50
Pro Kerr 1.50
Pro Kerr .50
Pro Kerr 1.50
Shf Dale 5.25
Pro Kerr .50
Pro Kerr 1.50
Pro Kerr .50 115HW
Pro Kerr .25
20.50

Rec'd of W.H. Patterson Esq Twenty dollars & 50/100 being in full of my cost v Shf Dale

James Kerr
Pro

Now 7 Oct 1885 Report of master filed Same day Exceptions to report of Master filed by Orris & Snyder Attys for defendants

On Argument list at Nov Argt Court 1885

And now 23 Nov 1885 Exceptions Sustained in so far as the division of indebtedness is made to include Interest & Costs accruing after the 17th Jany 1883 the date of the incorporation of Bigler Township and the report of the master is refered to him for consideration for Correction

By the Court

Now 23 Dec 1885 Corrected Report of Master filed

And now Feby 1886. It appearing to the Court that due Notice was given to the Plaintiff and defendants or their Attys of the filing of this Report as required by the Rules of Court and no exceptions having been filed to the Amended Report and twenty days having elapsed since the filing of the Same

The Court do find that there is due from the Road fund of the township of Bigler to the Road fund of the township of Woodward the Sum Seven Hundred & Seventy four 7/100 Dollars as Shown by this Report The Court do therefore order decree and direct that the said Road fund of the township of Bigler pay to the Road fund of the township of Woodward the Sum of Seven Hundred & Seventy four 7/100 Dollars and that the Plaintiff and defendant each pay One half the Costs of this Proceeding

By the Court

Now this 8th Feby 1886 the within Petition read in open Court and upon due Consideration of the same a writ of alternative Mandamus is hereby granted as prayed for directing Isaac Hagerty Dist. Treasurer Alla Denton Berman & Jno D Whiteside Supervisors of Bigler Tp. to pay said sum of with the Cost to Woodward Tp By the Court

Mandamus issued 8 Feby 1886

I hereby Depute Jos Foreman to Execute within Writ

J E Dale Sheriff

This 30th day of April 1886 Served by reading the within writ to Robert Waring and C.S. Shoff now acting Supervisors of Bigler Township and Isaac Hagerty Treas & also Jos C. Foreman Coroner

Sworn to and Subscribed before me the 30th day of April AD 1886

P Gallagher J.P.

And now 14th May 1886. Answer of Supervisors of Bigler Township and petition to levy a Special Tax filed 14th May 1886 Jas Kerr Pro

Now 14 May 1886 The within petition read in open Court and upon due consideration It is hereby ordered that the Supervisors of Bigler Township levy a Special Tax of Six Mills on the assessed Valuation of said Twp. to be levied immediately and as fast as Collected to be applied to the payment of the within Judgments and that no new indebtedness be created by said Supervisors above that which can be paid out of the regular levy allowed by law without permission of Court

By the Court.

And now 15th May 1886 Certified Copy of above order of Court made for Supervisors:

March Term 1884

Wilson	Woodward Twp		Bill in Equity Praying the Court
19 Dany	2	c	First. That an account may be taken under
Orvis & Snyder	Bigler Twp		the direction of the Court between Woodward Twp
			Complainant and Bigler Township respondent
			to Ascertain and Apportion all matters of Indebt-
			edness with regard to said Poor Fund and
			payment enforced of whatever balance may
			thereby Appear to be due
Pro Kerr		$ 2,25 By WHP	Second, That such other and further relief
Atty		3,00	may be granted as the Court may deem Just
Pro Kerr		.50 By WHP	and Equitable
" Kerr		.25 By WHP	And now 19 Dany 1884 Compleintants Atty
" Kerr		1.00 By WHP	files Affidavit with printed book having the
" Kerr		.25 By WHP	usual order for respondent to Appear in fourteen
" Kerr		.50 By WHP	days from Service Or Judgment Pro Confesso
" Kerr		.25 By WHP	will be taken and decree made against them
" Kerr		1.00 By WHP	in their Absense
" Kerr		1.50 By WHP	Now Dany 21st 1884 D. Snyder Atty for Overseers of the Poor
Masters fee		50.00	Dist of Bigler Township So ans Sheff Stacy
Witnesses		20.40	February 8th 1884 we appear for the Overseers of
J G Higgins	ss.	3.12	the Poor dist of Bigler Township Orvis & Snyder
Notary fees		.50	Now dly 24th 1884 Defendants by their Attys Orvis & Snyder
Advertising		5.34	files Answers and Service Accepted and personal Service
Pro Kerr		.50 By WHP	Waived S V Wilson
Pro Kerr		1.50 By WHP	Atty for Plff
Pro Kerr		.25 By WHP	And now 9 June 1884 Replication of Plffs filed
		$ 9.75	And now 9 June 1884 on Motion of S. V. Wilson
			W. H. Patterson Esq. is appointed Master in Chancery in
			the above Case and Make Report at Sept T. Nxt
			By the Court
			And now 7th October 1885 Report of Master filed
			To wit: Therefore we find that Woodward Township Poor Fund
			must pay to the Poor fund of Bigler Township the sum
			of $346.28
			all of which is respectfully submitted to Your Honorable
			Court. W. H. Patterson Master
			And now 11th Nov 1885 It appearing to the Court that due notice was given
			to the Plaintiffs and Defendants or their Attorneys of the filing of this
			Report as required by the rules of Court and no exceptions having
			been filed and now that twenty days having expired since the filing of
			this report, The Court do find that there is due from the Poor District
			of the Township of Woodward to the Poor District of the Township of
			Bigler the sum of Three hundred & forty six dollars and twenty Eight
			Cents as shown by this report. The Court do therefore order decree
			and direct that the said Poor District of the Township of Woodward
			pay to the said Poor District of the Township of Bigler the said
			sum of Three hundred & forty six dollars and twenty Eight Cents
			and that the Plaintiff and defendant each pay one half
			the costs of this Proceeding By the Court
			Now this 8 Feby 1886 the within petition read in open Court & upon due Consideration
			a Writ of alternative Mandamus is hereby granted as prayed for directing Isaac Hagaty
			District Treasurer & a Denton Beeman & Jno D Whiteside Supervisors of Bigler township
			to pay said Sum of Seven Hundred & Seventy four Dollars and Seventy one Cents
			with the Costs to Woodward Tp By the Court

Now 8 April 1886 Writ of Mandamus issued

March Term 1884

Wilson	Woodward Twp		Bill in Equity Praying the Court
			First That an account may be taken under the
19 Jany	3	s	direction of the Court between Woodward Township
			Complainant and Brisben Borough respondent to
Orvis Snyder	Brisben Borough		ascertain and Apportion all matters of indebtedness
			with regard to said Road Fund and payment enforced
			of whatever balance may thereby appear to be due
			Second That such other and further relief may be
Pro Kerr	$ 2,25		granted as the Court may deem Just and Equitable
Atty	3,00		And now 19 Jany 1884 Compleamants Atty files
Pro Kerr	,50		Affidavit with printed book having the usual order
" Kerr	,25		for respondent to Appear in fourteen days after
" Kerr	1,00		Service or Judgment Pro confesso will be
" Kerr	,25		taken and decree made against them in their
" Kerr	,50		Absence
" Kerr	,50		Now Jany 21st 1884 Service accepted Orvis Snyder for Town
" Kerr	1,50		Council Brisbin Borough So Ans Cliff Shaw Cliff
" Kerr	,50		Febry 11th 1884 We appear for the Burgess and
" Kerr	1,00		Town Council of Brisbin Boro. Orvis & Snyder
Masters fee	50,00		Now May 20 th 1884 by Paper filed Orvis & Snyder
Witness "	20,00		Solicitors for respondents files answers
Notary "	,50		And now 9 June 1884 Repecation of Cliff filed
Adver	5,54		And now 9 June 1884 on Motion of S V Wilson
Pro Kerr	1,50		W H Patterson Esq - is appointed Master in Chancery in the
Pro Kerr	,50		above case and make Report at Sept Term Next
Pro Kerr	1,50		By the Court
Shiff Dale by Pro B Hoak	5,75	96,54	Now 7th Oct 1885 - Report of master filed and
		70/5 14	Same day Exceptions filed to Masters Report by
		7 4/1	Orvis & Snyder Attys for Defts
			And now 23 Nov 1885 Exceptions sustained in so far as
			the division of indebtedness is made to include interest
			& Cost accruing after the 9 Jany 1883 the date of the in Corpo-
			ration of Brisben Borough & Report refered to Master
			for Correction By the Court
			Now 23 Dec 1885 - Corrected Report of master filed
Rec'd 12 Nov 1888 of W H Patterson Executor			And Now 22 Feby 1886 It appearing to the Court that due
$7 50/100 Dollars Pro Kerr & Shiff Dales			Notice was given to the Plaintiff and Defendant or their Attys of
Cost in above case O M Bloom			the filing of this Report as required by the Rules of Court and no
$7 50/100			exceptions having been filed to the Amended Report and twenty
			days having expired from the filing of the Same
			The Court do find that there is due from the Borough of Brisbin
			to the Road fund of the Township of Woodward the Sum of
			One Thousand and Eighty One 2/100 Dollars - as shown by this
			Report - The Court do therefore order decree and direct that the
			said Borough of Brisbin by its Corporate Officers pay to the
			Road fund of the Township of Woodward the Sum of One
			Thousand and Eighty One 2/100 Dollars and that the Plaintiff
			and Defendant each pay One half of the Costs of this proceeding
			By the Court
			Now this 22 Feby A D 1886 the within read in open Court whereupon due Consideration
			of the Same a writ of alternative Mandamus is hereby granted directed to Dist Attor-
			ney B F Duffenbaugh Chief Burgess and the Town Council commanding them to pay
			to pay to Woodward Tp. the Sum of One Thousand & Eighty One 2/100 Dollars as
			found to be due by the Master including the Costs as taxed By the Court

Now April 9th 1886 Mandamus issued

Now 12 April 1886 Served personally on within Defendants, Geo W Cole Deft &

March Term 1884

Wilson	Woodward Twp	
19 Dany	4	3
Orvis & Snyder	Brisben Borough	
Pro Kerr		$2,25
Atty		3,00
Pro Kerr		,50
" Kerr		,25
" Kerr		,50
" Kerr		1,00
" Kerr		,25
" Kerr		,50
" Kerr		,50
Shff Shaw		1,00
Wm J Johns		2,00
B F Heffelbaugh		1,00
A K Shoff		2,00
J D Alexander		2,00
Notary fee		,50
Publishing notices &c		5,44
Masters fee		50,00
Pro Kerr		1,50
Pro Kerr		,50
Pro Kerr		1,50
		76,19

Bill in Equity Praying the Court
First That an account be taken under the direction of the Court between Woodward Twp complainant and Brisben Borough respondent to ascertain and Apportion all matters of indebtedness with regard to said Poor Fund and payment enforced of whatever balance may thereby appear to be due
Second That such other and further relief may be granted as the Court may deem just and Equitable

And now 19 Dany 1884 Complainants Atty files Affidavit with printed book having the usual order for respondent to Appear in fourteen days after service or Judgment Pro Confesso will be taken and decree made against them in their Absence

And now 27 Feby 1884 Petition of Smith V Wilson presented and Plaintiff allowed to amend the record Writ shall be brought against Brisbin Borough with notice to the Poor Overseers thereof

And now 27 Feby 1884, Amendment allowed
By the Court

Now May 20th by paper filed Orvis and Snyder Solicitors for respondents files Answers

And now 9 June 1884 Replication of Plff filed

And now 9 June 1884 on Motion of S. V. Wilson W H Patterson Esq. is appointed Master in Chancery in the above Case, and Make Report at Sept Term next
By the Court

Now May 7, 1884 Service accepted for overseers of the Poor by Orvis and Snyder attys So. Ans. R. M. Shaw Shff

And now 7th Oct 1883 Report of Master filed

And now 11th Nov 1885 It appearing to the Court that notice was given to the Plaintiff and defendant or their Attorneys of the filing of this report as required by the Rules of Court and no exceptions having been filed and More than twenty days having expired since the filing of the Report The Court do find that the Poor district of the Borough of Brisben is entitled to the sum of four hundred and Eight 42/100 dollars out of the funds of the Poor District of the Township of Woodward being the Pro rata of the assets of Poor District of Woodward Twp due said Poor District of the Borough of Brisben upon an equitable Settlement and Adjustment of the indebtedness of said Poor District of the Twp of Woodward as it existed at the date of the incorporation of Brisben Boro

The Court do therefore order decree and direct that the said Poor district of the Township of Woodward pay to the said Poor District of the Boro of Brisben the sum of Four hundred and Eight Dollar and forty two Cents and that the Plaintiff and Defendant each pay one half of the Costs of this proceeding
By the Court
D L Krebs P.J.

March Term 1884

Mff.G	G. P. G. Mattern	Bill in Equity Praying the Court
22 Feby	5	1st That T. C. Heims the Respondent be restrained and
Hastings	Thomas C. Heims	all persons in his employ. be restrained by injunction
		temporary now and perpetual hereafter from occupying
		and using by excavation embankment or otherwise
		any ground of Your Orator on said route greater
		in width than twenty feet
Pro Kerr by Atty	$ 2,25 { pd 1.25 by Prothy Mff	2nd That said Respondent be required to remove
Atty	3,00 }	all Obstructions and Embankments and fill up all Excav=
Pro Kerr	1,50	vations made by him on the land of Your Orator
" Kerr	,50	outside of the 20 feet in width covered by the proposed
" Kerr	50	route of the said road so as to restore the same
" Kerr	50	as far as practicable to its original condition
" Kerr	25	3d That Respondent be limited in his occupation
" Kerr Inj	1,25	and use of Your Orators land as proposed in his
" Kerr	25	petition aforesaid filed
" Kerr	2,00	4th That the respondent be required to pay
" Kerr Copy of decree	1,50	Your Orator such damages as he may have
Shff Shaw by Pro	4,50	suffered and be legally entitled to recover by reason
Pro Kerr	,25	of his use and occupation of Your Orators land
" Kerr	,00	outside of the said proposed route 20 feet wide
" Printing Plffs Paper Book 12,00 (Pd 1/3 by Prothy Mff.)	= 4,00	5th And That Your Orator may have such other
		and further relief in the premises as Justice and Equity
		may require and to Your Honorable Court may seem meet
		now 20 Feby 1884 we do hereby Certify that in our
Rec'd 12 June 1885 of Murray & Gordon Thirty 50/100 dollars in full of Above Costs as Stated		Opinion the Complainant has no adequate remedy
$30 50/100		at law for the matters Complained of
Jas Kerr Pro		Murray & Gordon
		We also Certify that there has not been time to print
		the Aforegoing Bill before Applying for an Injunction
		Murray & Gordon
		And now 21 Feby 1884 a prelimnary injunction
		Awarded as prayed for Plaintiff a bond in $1000— with
		Approved Surety to indemnify the Defendant against dam=
		ages by reason of the Issue thereof the said Injunction
		to be taken as dissolved unless a motion to continue the
		same be argued on Wednesday the 27th of Feby 1884 at 10 a m
		By the Court
		And now 21 Feby 1884 Plff files bond in the sum of
		one Thousand dollars with C K McDonald & W. S.
		McDonald as bail conditioned as per above order of Court
		And now 21st Feby 1884 Injunction Issued
		And now 29 Feby 1884 Defendant files his answers
		to the above bill
		And now 27 Feby 1884 Defendants Attys file affidavits of
		Wm Mays. J.C. Grier. D McLaughey. David Hughes. Jno L Houston.
		J. M. Kiger. W S Wells and T. C. Heims
		On Argument List 27th Feby 1884. Opt Court
		And now 3 mar 1884 Opinion of the Court filed and decree
		Continueing Injunction By the Court
		Now 21st Feby 1884 Served this Writ on T. C. Heims personally by reading
		and making Contents Known of the Original bill of Injuction in full from A to O
		So ans. A.W. Walters Dep'y Sheff
		By Praecipe filed 11 Mar and dated 10th Mar 1884 Dft Hastings
		Appears for Thos C Heims the Respondant

And now 10 June 1884 Replication filed & thereupon Joseph H Parker Esq is hereby appointed Master & Examiner to hear the testimony & Report the facts with a decree to the Court at the next Term

By the Court

11.75
5.10
16.85

"Continued from page 65"

Cost brot forward Viz:	
Atty Hay	$5.25
Shf Shaw	3.00
Pro Kerr	17.20
" Bloom	11.75
Pltff Bill	139.26
S. J. Row & Son Printing	26.50
Pro Bloom	.25
" Bloom	1.00
" Bloom	.25
" Bloom	.50
Supreme Court Cost by M&G	12.40
Opinion by M&G	4.50
~~Opin Bloom~~	1.00
Masters fee	300.00
	$522.86
Pro Bloom Calcimine	1.00
" Bloom Record	1.50
" Bloom notice of order of Court	60
Shff McCloskey	4.20
Supreme Court Costs on Continuance By M&G	2.40
	$532.56

Recd on within $109.33
appropriated as follows
To my costs $4.36
" Pro Kerr costs 10.40
" Atty & Defts deed 6.00
" Master's fee 50.00
" Pltff's bill F.S.S. 26.57
" Printing 12.00 $109.33
So ans. R Newton Shaw Shff

Recd Sept 10th 1885 of R. N. Shaw Esq Fifty Dollars Masters fee in above stated case
Frank G. Harris
Master

Recd Clearfield Pa Sept 26, 1885 of R. N. Shaw Shff. Twenty Six 37/100 dollars in full for witnesses costs & my costs and Merrells for serving subpoenas — John Kerr

Recd Clfd. Pa. 26 Sept 1885 of Shff Shaw check for Six Dollars being $3 ~ Docket atty fee $3.00 for deed (Defts) costs in Rayhorn Equity Case — Murray & Gordon
Attys for Pltff

Recd from Murray & Gordon Forty-two & 21/100 dollars costs in above case as follows, amt of total costs $532.56, less part of master's fee paid by Defts [illegible], Pltff Bill for witnesses, Printing, Supreme Court Costs [illegible]

$532.56 / 126.25 / 139.26 / 26.50 / 6.30 / 490.31 / [illegible] / #490.31 / 42.25

"Continued from page 71"

by the several courses thereof a distance of 568 perches more or less to the first and place of beginning Containing 388 acres and 96 perches and Known as the James Hall survey. Another thereof situate in Burnside township Centre County aforesaid beginning at a hemlock at the river thence East 415 perches to a white pine thence north 159 perches to a post thence West 223 perches to a post at river thence up the river by the several courses thereof 398 perches more or less to the hemlock and place of beginning Containing 396 acres 9 perches and allowance and Known as the John Hall survey

Secondly: It is further adjudged ordered and decreed that said Margaret Brokerhoff Mary C Brokerhoff Andrew J Brokerhoff and Joseph M Brokerhoff and Henry W Brokerhoff and the said Margaret Brokerhoff and Andrew J Brokerhoff administratrix and Administrator of Henry Brokerhoff deceased pay or cause to be paid to Isaac Gaines the Complainant the sum of Six hundred and two Dollars & Eighty two cents ($602.82) with interest from June 1st 1888 together with the Complainants legal and reasonable costs including docket costs printing of bill and amendments the legal cost of subpoenaing witnesses & witness fees and the Master fee within thirty days from the date of the service of notice of the filing of this decree with a statement of said costs and fees thereto attached

By the Court.
David L. Krebs
Pres Judge

Notice of filing of decree and statement of costs & fees served on Frank Fielding 14th Aug 1888 and service accepted by him as of that date

And now 20th August 1888. Defendants in above case appeal from the decree of the court in this case to the Supreme Court of Penna.

By paper filed dated and approved 20 ~~Ap~~ August 1888. See Bond of Dft with James Mahaffey & H A Kratzer as sureties in the sum of Three Thousand Dollars ($3000) Conditioned that Defts prosecute their appeal with effect in the Supreme Court

And now 20 Aug 1888 Defendants file deed to Isaac Gaines for

all the Land embraced in the Decree of the Court in this Case
And now 20 Aug 1888 It is ordered that the within Deed be filed with the Prothy of the Common Pleas to be by him held until the Appeal to the Supreme Court in No 4 Jany Term 1884 be heard and determined
By the Court

By paper dated April 1889 and filed June 6th 1890 Plaintiff assigns to Murray & Gordon the Six hundred and two 82/100 Dollars and all Costs and moneys due him under the decree of the Court.

And now 7th June 1890 Record from Supreme Court returned with Remittatur Showing that the Decree of the Court below is affirmed and appeal dismissed at the Cost of the Appellants

Now 9th June 1890 the Decree of the Court below having been affirmed by the Supreme Court the Deed by Defendants to Plaintiff filed 20 Aug 1888 is delivered to Murray & Gordon Atty for Plaintiff in accordance with the decree of the Court
A M Brown Prothy

Now 23rd June 1890 Certiorari from the Supreme Court filed Returnable forthwith.

Now 24th June 1890 Record made for Supreme Court and returned thereto as per Order and writ of Certiorari filed and given to Frank Fielding attorney for Defts.

Now 25th June 1890 served notice of the filing of writ of Certiorari to recall the record in the above Case by giving a true & attested Copy of notice to Isaac Gaines and making Known to him the Contents thereof and also served June 28th 1890 on Murray & Gordon Plaintiffs attorney by giving a true & attested Copy to Cyrus Gordon one of the members of the firm and making Known the Contents thereof.
Dennis E L McClosky Sheriff

Now Nov 13th 1890 Record returned from Supreme Court with Certificate of Decree made by Supreme Court in full as follows
"Nov 10th 1890 Reargument refused."
"Per Curiam"

Recd of Murray & Gordon

Recd Nov. 17th 1880 of
defendants by hand of
Frank Fielding Esq their
attorney Nine hundred and sixty
29/100 dollars in full of debt
interest and balance of costs to
Mt.
Debt $602.82
Int. Dec. June 1 1888 ... 89.91
Costs in full Debt [illegible] 169.73
Less [illegible] 532.56 [illegible] 266.56
order satisfied. Amt. $960.29
Murray & Gordon atty
for Isaac Gaines, Plaintiff.
& Judgt. order satisfied

Sept Term 1884

M.D.G. v Chase | James Haley

14 May | 1 | 3

Richard Madigan

Bill In Equity Praying the Court That a writ of Injunction may issue preliminary now and perpetual hereafter to restrain the said Richard Madigan and all persons acting under him from proceeding any further with the erection of his foundation and building on your Orator's land and also Commanding them to remove all obstructions therefrom and to fill up all excavations made thereon

Also that the said Richard Madigan be required and and Compelled to pay to your Orator all damages which he may have sustained by reason of the encroachment made upon his lot by the said Richard Madigan

Also such other and further relief as Justice may require and may seem meet and proper

Murray Gordon & W A Chase
Attys for Complainant

We hereby Certify that in our Opinion the Complainant has no adequate remedy at law and further that there has not been Sufficient time to print the aforgoing bill

Murray Gordon attys

And now 14 May 1884 the within bill read and Considered and a preliminary injunction is awarded is awarded to Issue upon Complainant filing a bond in the Sum of $300 with Approved Surety said injunction to be taken as dissolved unless a motion to Continue the Same be Argued at 10 oclock on Monday May 26 A 1884 which day is hereby fixed for the hearing

By the Court

By paper filed & dated 14 May 1884 See Affidavit of W A Chase Esq

By paper filed dated and Approved 14 May 1884 see Bond of James Haley in the Sum of $300 with P.J. Bradley & W. A. Chase as bail as per above order of Court

And now 14 May 1884 writ of Injunction Issued

Now May 14 th 1884 I hereby depute Woods Jordan to execute the within Writ — So Ans R N Shaw Shff

Now May 14 th 1884 Served the within writ on Richard Madigan the within named Defts and Some men employed by him by giving him Copy of the bill of Injunction and making contents Known — So Ans — D H Jordan Depy Shff

On Argument list at May Term 1884 & Argued

And now 4 June 1884 It is hereby ordered and decreed that the preliminary Injunction heretofore Issued at the suit of James Haley and Against Richard Madigan and his agents Servants & employees be and the same is discharged and set aside

By the Court

Now Sept 15 th 1884 Subpoena in of W N Shaw Filed
" Sept 16 th 1884 Answer of Def'd in Court
" Sept 15 th 1884 Answer of Defendant W N Shaw filed

Pro Kerr by Atty $2,25
Atty 3,00
Pro Kerr ,50
" Kerr ,50
" Kerr ,25
" Kerr ,25
" Kerr Inj 1,25
" Kerr Copy of Bill 1,50
Shff Shaw 7,24
Pro Kerr 1,50
" Kerr 1,00
Plffs Dep 2,00
Defts Dep 14,50
Plffs Dep 4,00

Sept Term 1884

	J. J. Thompson S. S. Moore and J. S. Graff	Bill in Equity = Praying the Court that a writ of Injunction may Issue preliminary now and perpetual hereafter to restrain the said Burgess and Town Council from proceeding any further in the Collection of General road Tax levied on the 14th April 1884. and that all proceedings for the Collection thereof be stayed pending said injunction Also that your Orators may have such other and further relief as justice and equity may require, and as may seem meet to your Honorable Court W. C. Arnold, Attorney for Plaintiff
5th June	2	
Swaggart & Mfg.	W. E. Arnold Burgess Alex. B. Whitaker Samuel Arnold John Irvin Abram Gates Fred J Dyer and Alex A Irvin acting as Town Council of Curwensville Boro	Now 5 June 1884 The foregoing bill read and thereupon it is ordered that an injunction issue as prayed for upon plaintiff filing a bond in $300. to secure the defendants against damage by reason of the issue of the same the sureties to be approved by the Clerk of the Court = Which injunction shall be taken as dissolved unless a motion to continue the same be argued before me at Clearfield on Monday the 9th day of June of which notice shall be given the defendants at once By the Court
Pro Kerr	$2.25	
Atty	3.00	
Pro Kerr	1.25	
" Kerr	.50	
" Kerr	.25	
" Kerr Inj	1.25	
" Kerr	.60	
Sheff Shaw	6.12	
Pro Kerr	1.50	
Pffs Cost	3.75	
		And now 5th June 1884 Pffs Atty files printed book with the usual order for defendants to appear and plead within fourteen days or Judgment Pro Confesso will be taken and decree entered against them in their absence By Paper filed And dated 5th June 1884 See Bond of F. J. Thompson. S. S. Moore. J. S. Graff A K Drucker and H. Whittaker in the sum of Three hundred dollars as per above order of Court And now 5th June 1884 Injunction Issued And now 7 June 1884 Affidavits of D. B. Moore & W E Arnold filed by Murray & Gordon On Argument list at June T 1884 And now 9 June 1884 Argued and injunction dissolved See Opinion filed By the Court Now June 6th 1884 Served on W. E. Arnold Burgess, Jno Irvin, Saml Arnold, Abrm Gates, Alex. Irvin, J Dyer, A B Whittaker Town Council, by Copy So Ans A W Walters Dpty Sh'ff

Sept Term 1884

m d.s	The Tyrone & Clearfield Rail Way Company	Bill in Equity Praying the Court 1st That an Injunction preliminary now and perpetual hereafter may Issue to restrain defendants and all persons in their employ or acting under them from entering upon useing or occupying the land or right of way of Plaintiff upon or appertaining to the Philipsburg Branch of The Tyrone and Clearfield Rail way Company 2nd That defendants may be required to pay such Damages to Plaintiffs as Plaintiffs may have sustained by reason of the encroachment and injuries Complained of 3d Such other relief as may seem proper and just to your Honorable Court and as Justice and equity may require Murray & Gordon Solicitors for Plffs
13 aug	3 p	
	The Beechcreek, Clearfield & South Western Rail Road company Geo. J. Magee and Charles King	
Pro Kerr	* 2,25 (Pd w see No. 575 Sept (1885)	We Hereby Certify that in our Opinion Plaintiff has no Adequate remedy at law and further that there has not been Sufficient time within which to print the bill before Applying for Injunction Murray & Gordon
Atty (Pd	Mtg. 3,00	
Pro Kerr	50	
" Kerr	1,00	
" Kerr	50	
" Kerr	25	
" Kerr Inj	1,25	Ana now 13 aug 1884 the within and foregoing bill presented and read and thereupon it is ordered that an Injunction Issue prelimenary now and perpetual hereafter, enjoining and restraining the aforesaid defendants, their agents and employees from entering upon useing or occupying the land and right of way of the Complainants upon or appertaining to the Philipsburg Branch of The Tyrone and Clearfield Rail way Co the said Injunction to be taken as dissolved unless a motion to Continue the same be argued before me at the Court House in Clearfield Pa on the 23d day of August 1884 at 10 oclock A.M. said Injunction not to Issue until a bond be filed with the Clerk of the Court approved by a Judge thereof in the sum of $1500- Conditioned for the payment of such damages as may be Sustained by the said defendants if Complainant shall not Sustain their bill five days notice of the time & place of hearing to be given to the Genl Solicitor of the Defendant Company David L Krebs PJ
" Kerr	50	
Shff Shaw	17,16 by Pro	
Pro Kerr	50	
" Kerr Copy of Inj	1,25	
" Kerr	25	
" Kerr	50	
" Kerr	25	
" Kerr	3,00	
" Kerr	1,50	
" Kerr	1,00	
" Kerr Decree	2,50	
Copy of Record	3,50	
" of Record	3,50 4416	
		Ana now 13 Aug 1884 It is hereby ordered that personal service of the within and foregoing bill and the writ of Injunction may be made outside of the County of Clearfield Pa and within the State where said defendants or any of them may reside or may be found David L Krebs PJ
		now 13 aug 1884 Bond filed in $1500- as per order of Court
		And now 13 Aug 1884 writ of Injunction Issued
		And now 13 aug 1884 I hereby deputize Harry Hemphill to Execute the within bill in Equity R N Shaw Shff
		And now 13 aug 1884 I hereby deputize Harry Hemphill to execute the within writ of Injunction R N Shaw Shff
		And now 14 aug 1884 I Served the within Bill and notice of hearing upon Hon D R Reale General Solicitor of the Beech Creek Clearfield & South western Rail Road Company and upon A H Beardsley of the firm of Hepburn & Beardsley Contractors and John Dyone

Received of The Beech Creek Clearfield & South Western Rail Road Co. Forty four dollars and 10/100 being in full of above Cost

D & Kerr Pro

Dept Term 1884

foreman &c Charles Blowers &c others workmen under the said Company by reading &c making known the contents thereof So On oath Ans H Hemphill dept

And now 14 Aug 1884 served Injunction &c bill by reading and making known the contents thereof upon W.S. Hearing Chief Engineer of B.C. & S.W.R.R. &c A.H. Beardsley of the firm of Hepburn and Beardsley Contractors John Dyous foreman under said Contractors &c Charles Beowns, and on Italians whose names I Could not get But who are known &c designated by the following Nos 1, 7, 8, 28, 45; 71, 85, 100, 105; 117, 84, 128, 139, 144, 82, 140, all of whom were working under the B.C. & S.W.R.R. &c and upon the right of way of the Philipsburg Branch the Tyrone & Clearfield Railway &c So On oath Ans H Hemphill dep

And now 15 Aug 1884 Plaintiffs file additional Affidavits

now 18 aug 1884 service accepted for Defendants on writ of Injunction &c printed book by S.R. Peale Atty for Defts

And now 19 Aug 1884 Plffs Atty file printed book having the usual order for Respondents to appear in fourteen days after service or Judgment Pro Confesso will be taken &c decree made against them in their absence

And now Augt 23 1884 Bond of Dona Boynton &c W.H. Dill filed this day in the sum of fifteen hundred dollars in lieu of one given by J.H. Murray

And now 23 Augt 1884 Bond Approved and it is ordered that this Bond be substituted for the one heretofore filed By the Court D.L. Hubs P.J.

And now 9 Sept 1884 Affidavit of Wm A Wallace & B.C. Wallace filed

And now 9 Sept 1884 Affidavit of A.G. Palmer filed

And now 9 Sept 1884 Affidavits of A.C.R. Richards Estimating Costs of grading &c

And now 9 Sept 1884 Affidavits of Thos. Lonyan et al as danger of Crossing at grade

And now 9 Sept 1884 Affidavits of Ed. Smithers filed by Plffs Atty

And now 9 Sept 1884 affidavits of Conrad Friday filed by Plffs Atty

And now 9 Sept 1884 affidavit of Stewart Enick filed by Plffs Atty

And now 9 Sept 1884 affidavit of S.S. Blair filed by Plffs Atty

And now 9 Sept 1884 affidavit of W.C. Whitehill filed by Defts Atty

And now 9 Sept 1884 Affidavits of C.F. King filed by Defts Atty

And now 9 Sept 1884 Affidavits of W.S. Hearing filed by Defts Atty

And now 9 Sept 1884 Affidavit of S.R. Peale Filed

On Argument List at Argt Term 1884 & Court until Saturday 30 Aug 1884 at 9 Oclock a.m By the Court

Now 30 Aug 1884 Argued C.A.V

Now 9 Sept 1884 The Court decrees That the preliminary injunction heretofore granted at the complaint of the Tyrone and Clearfield Railway Company against The Beech Creek, Clearfield and Southwestern Railroad Company granted on the ____ day of August 1884, restraining said respondent from Crossing the Philipsburg Branch of the Tyrone and Clearfield Railway Company at grade be and is hereby dissolved and set aside — Second, That the respondent company shall have the right to construct and operate its road across the lands and roadway of the Complainant Company on the proposed location of the respondent at Grade, but subject however to the payment of such damages as may hereafter be legally ascertained to have been done the Complainant, The respondent Company to file a bond with two Sureties in the Sum $5000. Conditioned for the payment of such damages aforesaid — Third — That such Crossing shall be Constructed at the cost of, and by the respondent Company, under the Supervision of, the Engineer or Agent of the Complainant Company, first giving to the Superintendent of the complainant company five days ~~notice~~ of the time when such work will begin — Fourth — The said Crossing when constructed shall be Kept in good Order and Repair at all times by the respondent Company at its own Cost

and expense. The Superintendant of the Tyrone and Clearfield Rail Way Company or his duly authorized Agent shall have the right at all times to say when and what manner and to what extent changes and repairs shall be made, And if after reasonable notice the Respondent Company shall fail to Neglect or refuse to make such necessary renewals and repairs, the Complainant Company may at its option have the said necessary repairs and renewals made at the expense of the respondent Company

Fifth The Respondent Company shall erect and maintain a Signal tower with a System of Lock Signals or other approved System of Signals, at or near said Crossing and shall keep a careful and competent watchman, or more if necessary, at all times whose duty it shall be to guard the said crossing by proper Signals, The point at which said Signal tower with its necessary appariatus shall be erected and maintained shall be selected by the Supt or Chf Engineer of the Complainant Company, The cost of erecting and maintaining the Signal tower and the pay of the Watch shall at all times be borne by the Respondent Company who shall also be responsible for neglect of a proper performance of duty by the Watch.

Sixth In the use and operation of the Tyrone and Clearfield Railway Co, and its branch and the Respondent Company's rail road railroad, the trains of the Complainant shall have the right of Way And the trains engines or cars of the respondent Company shall come to a full stop at a distance of at least two hundred feet from the point of Crossing and shall not proceed until the proper Signal shall have been given by the Watchman, and no trains, engines or Cars of either Company shall pass said point of Crossing at a greater rate of Speed than Six Miles an hour — Seventh That if at any time in the future operation of said roads and the Crossing at this point, experience shall show that the safety of persons or property requires a change of Modification of this decree in any part, Application for such change may be made to the Resident Judge at Chambers, after ten days notice of such intended Application with a copy of the modifications to be asked for, being served on the Superintendant or General Solicitor of the Respondent or Complainant Company as the case may be — Eighth That the costs of this proceeding be paid by the Respondent Company

David L Krebs
Resh Judge

Sept Term 1884

111 & 6	James L. Morgan Eliza McPherson & H.R. McPherson her husband in right of said Eliza McPherson and Henry E. Snyder	Bill in Equity Praying the Court 1st That an Injunction preliminary now and perpetual hereafter may issue to restrain the defendants and those under them from proceeding in the manner stated with the Opening & Constructing of the ditch along fourth strict Opposite the properties of Complainants
18 Aug	4 — 6	2nd Second that they pay or cause to be paid to Complainant such damage as they have sustained or repair the same
	R. H. Shaw Burgess Frank G Harris Frederick Sackett Wm. E. Wallace A.W. Lee, R.A. Gaulin W.G. Rook, Town Council of Clearfield Borough Pa	3rd Such other & further relief as to Your Honorable Court May seem meet & proper and as Justice and Equity may require Murray Gordon Solicitors for Plff
		We hereby certify that in our Opinion Complainants have no adequate remedy at law & further that there has not been sufficient time to print the aforegoing bill Murray & Gordon
Pro Kerr by Attys (not)	2,25	And now 18 Aug 1884 Bill read & thereupon it is ordered that a preliminary Injunction be Issued as within prayed for to restrain the Burgess and Town Council from Constructing and Excavating the ditch along fourth Street as mentioned Opposite the properties of Henry E Snyder Mrs Eliza McPherson & L J Morgan the same to be taken as dissolved unless a Motion to Continue the same be argued before me at the Court House in Clearfield Pa on Saturday the 23d August 1884 at 9 oclock A.M. The Injunction to Issue only on bond being filed in the Sum of $500 D L Krebs Pf.
Att	3,00	
Pro Kerr	,50	
" Kerr	1,00	
" Kerr	,25	
" Kerr Inj	1,25	
Shff Shaw	3,00	
" Shaw	1,00	
Pro, Kerr Ofcr	1,50	
	13,75	
Rec'd of Burgess J.M. Stewart Borough Order #862 for Thirteen & 75/100 dollars which when paid will be in full for Above Cost		By paper filed dated & approved 18 aug 1884 see Bond of Reff in $500 with E Weaver Bail Conditioned as per Above Order of Court
D M Boozer Pro		Now 18 Aug 1884 writ of Injunction Issued
		And now 20 Aug 1884 Service accepted for Burgess & Town Council by Bill by Frank G Harris
		So Ans Shff Shaw
		And now 20 aug 1884 Served writ of Injunction on Fred Sacketts A.W. Lee M.G. Rook & R.A. Gaulin & Service accepted for Burgess & Council by Frank G Harris Esq Atty for Council
		So Ans R.H. Shaw Shff
		On Argument List at Term and Argued 23 Sept 1884 —
		Opinion filed 27th August 1884
		It is hereby ordered and decreed that the preliminary Injunction heretofore be made perpetual, And it is further Ordered and decreed that the said Burgess and Town Council proceed to fill up the ditch along the property of the Complainants between Pine Street and Market Street along the west side of Fourth Street and that the same be done without reasonable delay — D. L. Krebs Pres't Judge

Dec Term 1884

Fielding	Wm M Shaw & W W Worrell	Bill in Equity Praying the Court 1st That the said Defendants be enjoined and restrained by Injunction temporary now and perpetual hereafter from maintaining operating and using said Steam engine in said building and from the use of Steam power therein so long as the same is used for a dwelling house 2nd That the said Compleanants may respectfully be awarded such Costs and damages as they have sustained in the premises 3d That such further order may be made in the premises as the Court may seem proper and Justice and Equity may require Frank Fielding Atty for Plff
27 Sept	1	
	F. M. Gordon	
1884	F. C. Gordon and George A Vail	
Pro Kerr	$2,25	
Atty	3,00	
Pro Kerr	50	
" Kerr	1,00	
" Kerr	,50	
" Kerr rules	,60	
" Kerr	,25	
" Kerr	,25	
Shff Shaw rule	2,50	
Pro Kerr" affidavit	2,75	
" Kerr decree	1,50	
" Kerr Copy of decree	1,00	
Shff Shaw	2,00	
Pro Kerr	25	
Pro Kerr	60	
Pro Kerr	1,50	
		And now 24 Sept 1884 I hereby Certify that in my Opinion the Plaintiffs have no adequate remedy at law Frank Fielding Atty for Plff
		And now 27 Sept 1884 Plffs Atty file printed book with the usual order for Defendants to appear and plead in fourteen days or Judgment Pro Confesso will be taken and decree entered Against them in their Absence
		And now 27 Sept 1884 Bill read and thereupon it is ordered that a Rule Issue directed to the Defendants named therein to Show cause why an Injunction Should not issue to restrain the act in the Bill set forth and Complained of The said Rule to be heard at Clearfield on Saturday the 18 Oct 1884 at 9 Oclock Am By the Court
		And now 30 Oct 1884 Rules Issued
		By paper filed dated 18 Oct 1884 Murray & Gordon Appear for Defendants and direct this our Appearance to be filed Murray Gordon Attys for Defts
		Now 18 Oct 1884 Defendants file their Answers to the Above bill in equity
		And now 20 Oct 1884 Plaintiffs Atty files additional Affidavits in Support of the Bill in this case
		By paper filed 20 Oct 1884 See Order of Court Viz:
		After carefull consideration of the Plaintiffs bill and Affidavits Submitted therewith together with the answer of the respondents and the Affidavits in Support thereof. We do not think we Ought to exercise the power of the Court and grant or direct an unqualified injunction either preliminary or petual in restraint of the respondents business until the matters in Controversy are heard before a Master, We think all that we can do under the proofs as they now are presented is to grant a preliminary injunction restraining the Defendants from exercising and Carrying on their business at unreasonable hours, We therefore order

Dec. Term 1884

and decree that until final hearing be had an Injunction issue now restraining and enjoining the respondents or either of them or their servants and employees from useing the said engine and meat Chopping Machine at any other times than between the hours of 8½ oclock and 11½ A.M. and 2 oclock and 5 O Clock P.M.

And it is further ordered that a formal replication be filed and A.O. Smith Esq is hereby Appointed Master with the powers of an Examiner to hear the testimony and to report the facts with the conclusion of law and an Appropriate decree thereunder to the Court at the December Term

By the Court

And now 14th Nov 1884 Certified Order of Decree issued to R.N. Shaw Sheriff—

Now 18 Nov 1884. Served the within order and decree on J.M. & F.C. Gordon and Geo. A. Vail Defts. by reading and Making Contents Known So Ans R.N. Shaw Shff

And now 29th Nov 1884 Murray and Gordon solicitors for Respondents file Answers

Rule granted on motion of Atty for Plaintiff on Defendants to show cause why the last Paragraph of defendants answers should not be stricken off

By the Court

On Argument list at Dec Term 1884 T. 13th Jany 1885 argued C.A.V.

And now 20th Jany 1885 Order filed discharging Rule to Strike out 16th Paragraph of answer.

By the Court

Dec Term 1884

Reale	The Beech Creek Clearfield and South Western Railroad Company	Bill in Equity Praying the Court as follows 1st an Injunction Speciae until hearing and perpetual thereafter restraining the Defendants its Agents or employees from interfering with the Plaintiff in Constructing and Maintaining its Railroad, and Crossing the Tyrone and Clearfield Railway at grade at the point near Philipsburg Centre County Penna. Indicated by the Plaintiffs Engineers and now located and graded upon the ground or from preventing the Plaintiff from Crossing the line of Defendants railroad or from using and operating the same 2d General relief
21 Oct	2	S R Reale
	The Tyrone and Clearfield Railway Company	General Solicitor
		B. C. C. & S. W. R. R. Co

Pro Kerr	$2,25
Atty	3,00
Pro Kerr	1,00
" Kerr	,50
" Kerr	,50
" Kerr Suf	1,25
Shff Shaw	1,00
Pro Kerr	,50
" Kerr rule	,60
" Kerr	,25
" Kerr	,25
" Kerr	,50
" Kerr	,50
" Kerr	1,00
" Kerr	1,00
" Kerr Decree &c	2,50
" Kerr	,25
" Kerr	2,50
" Kerr	,25
" Kerr	,50
" Kerr	1,50
" Kerr Bond	,50
" Kerr Copy Record	3,50

Received of The Beech Creek Clearfield and South Western Railroad Co Twenty Two dollars & 60/100 being above Cost fees
Atty fee 3,00
25,60
Jas Kerr
Pro

I hereby Certify that the Plaintiff has no adequate remedy at law and that there has not been sufficient time to print this bill before applying for Injunction S R Reale
Atty for Plff

And now 21 Oct 1884 Bill of Compleaint having been this day presented & read with its accompanying Affidavits thereupon it is ordered and decreed that a Special injunction issue now and to Continue until final hearing enjoining and restraining the Respondents from altering Changing or Obstructing in Anywise the point at which the proposed grade Crossing is sought for or in Anywise by themselves their Agents Servants or employees from doing Any Act or thing which will Change the relative Situation of the Compleainant or Defendant with reference to point at which Crossing Sought to be made or to make the same more dificult or impracticable than now exists at the time of the filing of the bill of Compleaint By the Court
And now 21 Oct 1884 Injunction Issued
Now Oct 25th Service accepted by Murray & Gordon Atty for Deft So Ans A C Walters Dep Sh
And now 19th Nov 1884 by Paper filed Murray and Gordon attys appear for defendants & direct appearance filed.
And now 2 Dec 1884 the Plaintiffs enter a rule on the Defendants to file an Answer to Plaintiffs bill within thirty days After Service of Notice of said Rule in default of Compliance therewith the said bill will be taken Pro Confesso
And now 2 Dec 1884 Service accepted and Same Service of rule waived
Murray & Gordon Defts Atty
And now 5 Jany 1885 Answer of Respondents filed
now 12 Jany 1885 Replication of Plaintiff filed
And now 20th April 1885 Respondents Statement of facts which the Master is asked to find filed

By paper dated 14th day Jany 1885 and filed 11 mar 1885 it is agreed that the appointment of a master in above case be dispensed with and that the President Judge of said Court shall perform all the duties of a master in taking the testimony and hearing the cause

And now 20 April 1885 Report of master filed with decree as follows Viz!

First That the preliminary injunction heretofor granted be and is hereby made perpetual and it is hereby ordered and decred. That the Tyrone and Clearfield Railway Company by itself its officers agents servants or employees or its lessees or lessees be and are hereby forever enjoined and restrained from Obstructing preventing or in anywise hindering or delaying the Beech Creek Clearfield and South Western Railroad Company from Crossing by and at grade with its railroad. The railroad of the said The Tyrone and Clearfield Railway Company at a point of its road in Clearfield County Penna at or opposite to Philipsburg Pa and being distant about 428 feet from a Through Bridge on Respondents line and being Also Shown by the Exhibits No 1 and A heretofore refered to

Second That the Complainants Company Shall have the right to Construct and Operate its railroad across the lands and roadbed of the respondent Company on the proposed location of the Complainant at grade. Subject however to the payment of such damages as may hereafter be legally ascertained to have been done the respondent. The Company to file a bond with sureties in the Sum of $5000- Conditioned for the payment of such damages as may be assessed if an assessment be required within two Years

Third That Such Crossing Shall be Constructed at the Cost of the Complainant under the supervision of the enginer or agent of the Respondent. The Complainant first giving five days notice to the superintendent in his Absence to the resident enginer of the respondent of the time when Such work will begin. The said Crossing when Constructed Shall be kept in good order and repair at all times by the Complainant at its own expense. The Superintendent of the Respondent Shall have the right if repairs be necessary. to Say when and in what manner and to what Extent repairs Shall be made. and if after reasonable notice the Complainant Shall fail or neglect to make the Same or such necessary renewals and repairs the respondent may at its option have the said necessary repairs and renewals made at the expense of the Complainant

Fourth That the Complainant Shall erect and maintain at the point of Crossing the System of Signals and Appliances as was Agreed upon and erected at the point where the Complainants road Crosses the Morrisdale Branch of the Respondents road. The at which the Signals Shall be erected and maintained Shall be Selected by the Superintendent or enginer in Charge of the Respondent. The Costs of erecting and Maintaining the same together costs and Compensation of Competent watchmen Shall be paid for by the Complainant. The Respondant to be responsible for accidents happening from the Carelessness of the watchmen

Fifth The Trains of the respondent Shall at all times have presedence in passing the Crossing. they Shall not be required to come to a Stand Still but Shall at all times approach the point of Crossing with the trains under Control. the trains of the Complainant Shall come to a full Stop at a distance of at least two hundred feet (200) from the point of Crossing and Shall not proceed until the proper Signal is displayed by the watchman. The Superintendents both of Complainant and respondent Shall Issue a general order to the enginers and Conductors in their employ embodying this part of the decree.

Sixth That if at anytime in the future Operation of said roads experience Shall Show that a Change or modification of this decree in any part

" Cont to page 112"

December Term 1884

S.V. Wilson	Lawrence Township		Bill in Equity Praying the Court
			First That an account may be taken under the direction
18 Nov	3	vs	of the Court between Lawrence Township Complainant
			and West Clearfield Borough, Respondent, to ascertain
	West Clearfield		and apportion all matters of indebtedness with
	Borough		regard to said Road Fund and payments enforced
			of whatever balance may thereby appear to be due
			Second. That such other & further relief may be
			granted as the Court may deem just and equitable
			S. V. Wilson
			Solicitor for Complainants.
			And now 19 Nov 1884 Complainants file
Pro Kerr		12.25	their affidavit with printed book and having
Atty		3.00	therein the usual order for respondant to appear
Pro Kerr		1.00	in fourteen days after service or Judgment Pro
Stff Shaw By Deff'ts		3.50	Confesso will be taken and decree made against
			them in their absence.
			Now 21 Nov. 1884 Served on A G Kramer Burgess and
			O.T.B. Mencel, Jas. H Dale, Philip Reece, Jno A Miller Reuben
			Hackman & Samuel L Bunge members of Town Council
			of West Clearfield Boro by giving each true copy of said bill
			So. Ans. R. M Shaw Stff

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may be
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ving
appear
Bro
ainst

ess and
Reuben
Council
said bill
Stff

thereof ought to be made, the Company desiring such Change shall give 10 days notice of its intended application with a copy thereof such notice to be given to the Superintendent of the Line to be Affected by such Change, and such Change may be made if deemed prudent by the Judge at "Chambers"

Seventh That the Complainant pay the Docket Costs and fees of the Stenographer and of its own witnesses and the respondent pay its own witnesses

All of which is Respectfully Submitted

David L Krebs
Examiner & Master

Now 30 April 1883 Respondents file exceptions to report of master

And now 11 May 1883 It is Adjudged ordered and decreed,

First That the preliminary injunction heretofore granted be and is hereby made perpetual and it is hereby ordered and decreed that the Tyrone and Clearfield Railway Company by itself its Officers Agents Servants or employees or its lessees or lessees, be and are hereby forever enjoined and restrained from Obstructing preventing or in anywise hindering or delaying the Beech Creek Clearfield and South western Rail road Company from crossing by and at grade with its rail road the rail road of the said The Tyrone and Clearfield Railway Company at a point on its road in Clearfield County Penna at or opposite to Philipsburg Boro, and being distant About 428 feet from a "through bridge" on Respondents line and being Also Shown by the Exhibits Nos "1" and "A" heretofore refered to

Second That the Complainant Company Shall have the right to Construct and Operate its railroad across the land and road bed of the Repondent Company on the proposed location of the Complainant at grade. Subject however to the payment of such damages as may hereafter be legally ascertained to have been done the respondent. The Complainant Company to file a bond with Sureties in the sum of $5000. Conditioned for the payment of such damagis as may be assessed if any assessment be required

Third That such Crossing Shall be Constructed at the Cost of the Complainant under the Supervision of the Engineer or agent of the respondent. The first giving five days notice to the superintendent and in his absence to the resident engineer of the respondent of the time when such work will begin. The said Crossing when Constructed Shall be kept in good order and repair at all times by the Complainant at its own cost and expense The Superintendent of the Respondent Shall have the right if repairs be necessary, to say when and in what manner and to what Extent repairs Shall be made and if after reasonable notice the Complainant Shall fail or neglect to make the same or such necessary renewals and repairs the respondent may at its Option have the necessary repairs and renewals made at the expense of the Complainant

Fourth That the Complainant Shall erect and maintain at the point of Crossing an interlocking System of Signals and Appliances of Approved Character and make the Expense of the first Cost of which aside from the cost of putting in place Shall not exceed $4600 — The point at which the signals Shall be erected and maintained Shall be selected by the superintendent or Engineer in Charge of Respondents line, The Cost of erecting and maintaining the same together with the Costs and Compensation of Competant watchman Shall be paid by the Complainant. The Complainant to be responsible for accidents happening from Carelessness or incompetency of the watchman

Fifth The Trains of the respondent shall at all times have precedence in passing the Crossing, they shall not be required to come to a Stand Still but shall at all times approach the point of Crossing with their trains under Controll, The Trains of Complainant shall come to a Stand Still at a distance of at least two hundred feet from the point of Crossing and shall not proceed until the proper Signal is displayed by the watchman The Superintendant both of Complainant and respondent shall issue a general order to the engineers and Conductors of their respective roads Coocrning this part of the decree

Sixth That if at anytime in the future operation of said roads experience shall show that a Change or modification of this decree in any part thereof ought to be made the party desireing such Change shall give ten days notice of its intended appeication with a copy thereof such Change and such change may be made if deemed proper by a Judge at Chambers

David L Knox

Seventh That the Complainants pay the Docket Cost and fees of witnesses called by it and the fees of the Stenographers and the Respondent to pay the fees of Witnesses Called by it

David L Knox
Master

Now 14th May 1885 Exceptions by Respondents filed by their attorneys

On Argument at May Term 1885,

And now 29th May 1885 The Exceptions to the foregoing decree are hereby overruled and it is further ordered that the Said decree be and is hereby adoped as the final decree of the Court and that the same be entered of record as fully as if the same had been signed anew by Chancellor

By the Court
David L Knox
P.J.

Now 6 June 1885 Bond of The Beech Creek, Clearfield and South Western Railroad Company, and John F. Weaver and William A Wallace, filed in the Sum of Five Thousand Dollars,

May Term 1883

Test	Caroline Sheifer with John Sheifer her husband for Caroline Sheifer Complainants		Bill in Equity Praying the Court 1st That upon proof by Competent testimony of the allegations herein Stated Your honor do adjudge, Order and decree that Hiram Sheifer and Margaret his wife execute and deliver unto Your Orator a good and Sufficient deed at Law and in Equity for the property herein described and which they are now attempting wrongfully to keep from these Complainants 2nd That Hiram Sheifer and Margaret his wife be restrained pending this issue from Ousting Your Complainants from possession, That Your Honor may do and make Such further order in the case as You may deem necessary and as Law and Equity may require
21 Aprie	1	vs	
	Hiram Sheifer and Margaret Sheifer		
Pro Kerr		# 2,25	I Hereby certify that the Plaintiffs in my Opinion has no adequate remedy at Law,
Atty		3,00	
Pro Kerr		1,00	
" Kerr		,25	Israel Test
Shff Shaw		2,00	
Pro Kerr		,50	Atty for Complainants
" Kerr		,25	And now 21 aprie 1883 Reffo Atty files Printed Book
" Kerr		,50	with the usual order for Defendants to appear
" Kerr		,50	and ~~Plead~~ in fourteen days or Judgment Pro
" Kerr		,25	Confesso will be taken and decree entered Against
" Kerr		1,50	them in their Absense
			Now 23" aprie 1883 Served within bill personally on Hiram Sheifer & Margaret Sheifer his wife by copies and also on Oscar Mitchell Esq their Atty by Copy
			So Ans R Newton Shaw Shff
			And now 14" May 1883, It is ordered that an Injunction issue preliminary now to restrain the said Hiram Sheiffer & Margaret Sheiffer his wife, from proceeding to dispossession of the property described in the bill That the Injunction Shall not Issue until Bond in $100 with surety be filed conditioned for payment of such damages as Defts may sustain thereby & this Injunction to be taken as dissolved unless motion to Continue the same be argued before me on Saturday the 16" May 1883
			David L Krebs P.J.
			And now 29 June 1883 the hearing of the preliminary injunction in this case issued Continued until 6" July 1883 at 10 oclock A.M. & it is ordered that all further proceedings to Obtain possession until hearing is had be ~~Continued~~ Stayed
			David L Krebs P.J.
			Now 29 June 1883 It is ordered that Complainant file a Bond with Surety in $200 forthwith or injunction be Set aside
			D L Krebs J.P.
			By paper filed & dated 29 June 1883 See Bond of Plff with Wm Tucker as Surety in the Sum of $100 Conditioned as per above order
			Motion to Continue preliminary Injunction Argued 6" July 1883
			The preliminary injunction heretofore issued in this

By paper filed 4 may 1883 & dated same day Oscar Mitchell Appears for Hiram Sheifer and Margaret Sheifer his wife in above case

case must be set aside. The Complainant is not without an dequate remedy at Law. She can go before the Justice of the Peace before whom the proceedings for possession were instituted and are yet pending and under the provisions of the Act of 1836 make the Affidavit therein required as to her title the Justice must Certify the proceedings to the Court of Common Pleas there to be tried. The Creditor of John Sheifer had a right to levy upon the property and sell it as his if they believed he had an interest therein and we have no power to prevent them. This being done the proceedings for possession having bun begone under that sale of an alleged interest. We may not interfere but must remit the Complainant to the remedy pointed out by the Act of Assembly of 1836.

We therfore set aside the preliminary Injunction By the Court

Sept Term 1885

McKenrick — J. E. Daley

3 July — 1 — 3

Fielding — D. A. Peck and S. Vanhouter

Pro Kerr	$ 2.25
Atty	3.00
Pro Kerr	1.00
" Kerr	.50
" Kerr	.25
" Kerr Inf.	1.25
" Kerr	.35
" Kerr	.25
" Kerr	.25
Plff. dep by Plff	5.00
Pro Kerr Decree &c	2.50
Shff Shaw	5.60
	$ 22.20

Bill In Equity Praying the Court

First

That the said Defendant be restrained by Injunction temporary now and perpetual hereafter from selling and delivering furnishing and supplying malt and Brewed liquors by wholesale or retail within the Borough of DuBois and Clearfield County until such time as the respective rights of Your Orator and said Defendants may be Ascertained

Second

That Your Orator may have such other and further relief as Justice and Equity may require and as may seem meet to Your Honorable Court

J. F. McKenrick
Atty for Plff

I hereby ceirtify that in my Opinion Complainant has no Adequate remedy at Law for the injury Compeained of and further that on account of the shortness of the time and the pressing and urgent necessity of a Speedy remedy in this Case there was not sufficient time wherein to print the foregoing Bill in Equity

J. F. McKenrick
Atty for Plff

And now 3d July 1885 It is ordered that an Injunction Issue preliminary now commanding & enjoining the said Defendants named in said bill from bottling & Selling malt or brewed liquors in the County of Clearfield Penna. This injunction to be taken as dissolved unless a motion to Continue the same be argued before me at the Court House in Clearfield Pa on the 14th day of July 1885 at 2 Pm of said day. Bond in $500 to indemnify Defts to be filed before Injunction shall Issue

L. L. Krebs P.J.

Now 3d July 1885 Plff Atty files Bond in $500 with James Mahaffey as bail Conditioned as per above order of Court

Now 3d July 1885 Injunction Issued

Now 7 July 1885 Affidavit of Plff filed

By paper filed & dated 13 July 1885 Frank Fielding enters his appearance for Defendants reserving all legal exceptions

Now 14 July 1885 Plff files Supplemental bill by leave of Court

Now 14 July 1885 Depositions of Plaintiff filed 14 July 1885

On Argument list for 14th July 1885

Now 14 July 1885 stays atty files motion to dissolve injunction

This motion having duly come on for argument discloses the following facts Alleged in the bill of Complainant and in the ex parte Affidavits taken in Support thereof and read at the argument,

1st That the Complainant was engaged in the business of bottling beer at DuBois Pennsylvania and under a license granted by the Court of Quarter

Sessions of Clearfield County

2nd That the Defendants were engaged in soliciting orders from Licensed retail dealers in beer in DuBois and delivering to them beer from Vaults or Storehouses in DuBois and receiving pay for the beer thus delivered

3rd That the beer thus sold and delivered was shipped by the Car load from the Iron City Brewing Co in Allegheny Co Pa And Also Alleged but not sufficiently shown from the "Beck" Establishment at Buffalo New York, The Beer received by the Quantity and Stored in Vaults or icehouses in DuBois, being then put in quarter & half barrells and sold by Defendants to the retail dealers as aforesaid

Under this state of facts this bill is filed praying that an injunction may issue restraining these Defendants from further carrying on their business in the manner in which they did carry it on as indicated above

The right to have maintained and made perpetual a preliminary injunction depends upon well settled principles. One of these and that which seems to underly all others is that the complainant must show a clear right and immediate and urgent danger of irreparable injury. Browne Appeal Penn St 17 Harkinsons Appeal 78 Penn St 196 Loughery v McElvain 8 Phila 278-

This Complaint is filed under the V paragraph of section 2 of the Equity act of 1836 which prevents the commission or continuance of acts contrary to law & prejudicial to the interests of the Community or the rights of Individuals. Our Courts sitting in Equity may and oftimes do restrain by writ of Injunction acts contrary to law and which are in violation to some statute which makes the commission of the act a penal offence. Wiers Appeal 74 Penn St 230. 2 Pars Eq Cases 92. Richardson v Oberholzer 2 W N C 332 Sparhawk v Passenger Railways 54 Penn St 401. But Conceding the full Claim of the Plaintiff in this case that the Defendants are violating the provisions of the license law of 1875 we are not satisfied that the injunction should be made perpetual If the acts complained of are in violation of that statute, they are severally punishable by its provisions. But Courts of Equity are not instituted in general to enforce Abstract legal right. This Complainant must clearly show Substantial irreparable injury. We do not find from the proof that this has been done. While it is true that he holds under the law of the State a license to bottle beer and sell it in that quantity which the United States revenue laws direct he is not protected thereby from Competition in that business, nor granted a monopoly thereof. But Conceding that the acts of the defendants are illegal, and that these illegal acts interfeer with him in his business. Is the business in which he is engaged such as requires a court of equity to grant him the additional protection of its Strong hand by Injunction, but the machinary of that Very law as we have said restrains and punishes those who unlawfully and Outside of its provisions engage therein. That is all the protection we think we ought to give him. But Except in the clearest of cases injunction should not be granted where the Violation of law is yet to be determined by trial of Jury. If we in this case Should determine that the defendants must be restrained it would necessitate the determination in advance that they have committed a Crime by fine & penalties. They have a constitutional right to have this question determined by a Jury and we do deem it wise to take away this right or prejudice in anywise this Alleged Offence. And we therfore dissolve this preliminary injunction

A Motion was also filed ~~to dis~~ by Defendants to dissolve the injunction for various reasons set forth, it is not under the View we take of this bill necessary to notice these reasons at length but in disposeing of that motion we desire to settle question of practice and for future guidance of parties and litigants we Sustain the third eighth and eleventh reasons and overrule the remaining reasons. For the reasons

above set forth. It is now this 15th July 1885 adjudged ordered and decreed that the preliminary injunction heretofore issued be and is hereby dissolved

David L Krebs
P.J.

Sept Term 1885

Fielding & Orris & Snyder

23 July 1885

A C Hopkins

2 vs

Edward A Irvin, John P Irvin Alexander H Irvin Susanna P Swoope Margaret J Betts W W Betts her husband Jennie C Arnold W C Arnold her husband Miss Nannie B Irvin Miss Alice M Irvin and Roland D Swoope and Mrs M E Shaw

Bill in Equity Praying the Court

I. That your Honorable Court shall require said Edward A. Irvin and other heirs of said William D Irvin Defendants herein to execute and deliver to Your Orator a proper deed of Conveyance in fee simple for the premises and property by him purchased as aforesaid as set forth in the deed dated 24th May 1884 and now in the hands of said R. D. Swoope

II. That said R.D. Swoope be required to surrender and deliver to your Orator the deed dated 24th May 1884 and Executed as Aforesaid. the possession of the same by Your Orator being necessary to protect the title and Interests of Your Orator in the property by him purchased and paid for as Aforesaid and that the said Swoope be required to surrender also to Your Orator the last deed made if the same is duly Executed and to Abide such order as the Court may make with regard thereto.

III. That Your Orator may be awarded his proper Costs from defendants in this proceeding. and that he may have such other and further relief in the premises as Equity may require

Frank Fielding
& Orris & Snyder

Pro Kerr	$ 2,25
Atty	3,00
Pro Kerr	1,00
" Kerr	,50
" Kerr	,25
Shff Shaw &	2,00
Pro Kerr	,60
" Kerr	,50
Shff Shaw	1,00
Pro Kerr	,50
Defts Bill for printing ans	12,00
Pro Bloom	,25
	$20.85

This suit is hereby discontinued.
Frank Fielding
Sol for Plff.

This
Attest J M Shaw

Recd 28 Jany 1887 of Frank Fielding Eight 85/100 Dollars Irvin Pro Kerr Shff Shaw and my Cash
A Thy Bloom
Pro

Now 23rd July 1885 Plaintiff files his Affidavit &c with printed book. having the usual order for defendants to cause an appearance to be entered for them in the Prothonotarys Office in fourteen days or Judgment Pro Confesso will be taken and decree entered made Against them in their Absence

And now 25 Aug 1885 by paper filed Murray & Gordon Appear for E A Irvin Alt Irvin Sue P Swoope Margaret J Betts W W Betts & Roland D Swoope and direct their Appearance to be entered of record

Now 10th August 1885 Service accepted for Mrs Jennie P Arnold & W C Arnold by W C Arnold Esq and same day service accepted for E A Irvin A H Irvin Susanna P Swoope Mrs Margaret J Betts & R D Swoope Esq by Murray & Gordon Service accepted for Mrs M E. Shaw by W. I. Shaw Esq and I hereby return N E I as to Miss Nannie B. Irvin Miss Alice M Irvin and John P. Irvin So ans R. K. Shaw Shriff

Now 30th Sept 1885 Plaintiff enters a rule on Defendants above named to file their respective pleas, demurrers or answers to the Bill in this case filed and served on them respectively within thirty days after the service of this rule, or in default thereof plaintiff may have such relief as are provided by the Rules of Equity Practice
Frank Fielding Atty for Plff

Now 15 Oct 1885 We accept Service of within rule for E A Irvin Alex H Irvin Susanna P Swoope Margaret J Betts, W W Betts and R D Swoope
Murray & Gorden Attys

Now 23 Nov 1885 I accept Service for N C & Jennie P Arnold
N. C. Arnold

Now 14 Nov 1885 Served on me. Also received eleven Copies
of the Answer Hauck Feeding & Counsel for Pltf

ALL PAGES

FROM

122 TO 123

ARE BLANK

AND NOT

SCANNED

Sept Term 1885

Chas. Corbet

The Allegheny Valley Rail Road Company, John Scott, & W. H. Barnes Receivers

29 Aug 3 No

Fielding

The Reynoldsville and Falls Creek Railroad Company

Bill In Equity Praying the Court

First That until a hearing thereon the said defendant be enjoined and prohibited by itself its officers employees Contractors and agents or by any other person or Corporation from building or making its said railroad or encroaching upon any of the said rights property & privileges of Your Complainant in said County & Falls Creek

Second That after hearing said Injunction may be made perpetual

Third For such other and further relief in the premises as may be lawful just and right & may to Your honorable Court seem meet

Now 29 Aug 1885 Plaintiff files his Affidavits &c & the usual notice for defts to Appear & plead in 14 days or Judgment Pro Confesso will be entered & decree made against them in their Absence

And now 29 Aug 1885 upon Bill being presented and read. It is adjudged ordered and decreed that a preliminary Injunction Issue Restraining & enjoining the defendants by them their agents Servants employees or other persons from entering upon the premises in the within Bill mentioned. This Injunction to be taken as dissolved unless a motion to Continue the same be argued before me at the Court House in Clearfield on Tuesday the 8th day of Sept at 9 oclock A M of said day. The Injunction not to Issue until Bond be filed approved in the sum of $500 Conditioned to Indemnify the defendants for all damages sustained by reason of the Issue thereof notice of the time & place of hearing to be given defendants or their Agents at least five days before the time of hearing with Copy of this Order and bill of Complaint Dana D Krebs P.J.

And now 29 Aug 1885 Bond filed ~~&c~~ as per the Above Order and Approved By the Court

Now 29 Aug 1885 Injunction Issued

And now 8 Sept 1885 Plaintiffs file Affidavits with Printed Book having the usual order for Defendant to Appear ~~and plead~~ in fourteen days or Judgment Pro Confesso will be taken and decree made against them in their Absence

Now 8 Sept 1885 Affidavit of Service Filed

Now 8 " " Affidavit of F. E. Dipon Filed

Now 8 " " " " Robert Osborn Filed

Now 8 Sept 1885 Affidavit of A F Baum Filed

Now 8 Sept 1885 Affidavit of Martin Phelan Filed

Now 8 Sept 1885 Affidavit of R. E. Eaveson Filed

And now 8 Sept 1885 The Cause having Came on for Argument and it appearing that the defendants do disclaim any purpose intention or design of entering upon or occupying the land Claimed by the Plaintiffs and such disclaimer having been filed there is no longer any cause for the Continuance of the Injunction and the Same is therefore dissolved. But it having appeared

Pro Kerr	fee	$2,50
Atty		3,00
Pro Kerr		1,00
" Kerr		25
" Kerr	Atty	1,25
" Kerr		50
" Kerr	aff &c	1,00
" Kerr		1,50
" Kerr		1,50
Shff Shaw		13,25

Rec'd of Allegheny V. R. R. Co. Voucher No 163. auth $7.00 as per Pro Kerr's fees as above Stated.

James Kerr per Freford

upon the hearing of the cause that the Plaintiff Company after making Application for said writ of Injunction by their Servants and employees Violated the Statue quo and entered upon the alleged disputed ground without leave of the Court or any order to that eftent had, It is ordered that the said Complain= ant pay the Costs of this proceeding David L Krebs
now 31 Aug 1885 Served Copy of Injunction on S B Elliott and 1st Sept 1885 R.J.
Served Copy of Bill and order of Judge and preliminary injunction by Copy
and informing him of its contents and 1st Sept 1883 Served injunction on
Jno Bell by Copy and informing him of its Contents
So Ou Oath ans R M Taylor

Sept Term 1885

O.T.S	George Mapwell and David Clark overseers of the Poor of the Poor District of Decatur Twp	Bill in Equity Praying the Court 1st That Your Honors grant an Injunction preliminary now and perpetual hereafter restraining the said Daniel H Smith from paying to said John M Chase or any other person holding the same the said order for $98697
8 Sept	4 vs	2nd That Your Honors grant such other and further relief as in Equity and Justice to Your Honors may seem meet
	Daniel H Smith District Treasurer of Woodward Twp	And now 8 Sept 1885 Plaintiff file affidavit with an order on Defendants to appear in fourteen days or Judgment Pro Confesso will be taken and decree entered against them in their absence
Pro Kerr	$ 2.25	And now 7th Sept 1885 Bill & Affidavit read
Atty	3.00	and thereupon it is ordered and decreed that
Pro Kerr	50	a preliminary injunction be issued enjoining
" Kerr	25	and restraining the said Daniel H Smith Dist
" Kerr	1.00	Treasurer of Woodward Township Clearfield Co Pa
" Kerr	25	from Appropriating any of the moneys belonging
" Kerr Dup	1.25	to the Poor funds of said District to the pay=
" Kerr Agt	50	ment of the order within named being an order
Shff Shaw	4.25	drawn in favor of John M Chase for the Sum
" Shaw	1.00	of $ 98697. This Injunction to be taken as dissolved
		unless a motion to Continue the same be
		Argued before me at Clearfield at the Court
		House on the 18th day of Sept 1885. A Copy of the
		decree with the bill to be served on the Defendant
		at least 5 days before the time fixed for the
		hearing A Bond in $ 500 with Approved Security
		to be filed before the preliminary Injunction
		Issue David L Krebs PJ
		By paper filed dated & Approved 8 Sept 1885
		See Bond & Affd with P.B. Gentzmyer & J J Smith
		as Bail in the sum of $ 600. Conditioned
		as per Above order of Court
		Now 8 Sept 1885 Injunction Issued
		And now Sept 16. 1885. It is agreed that the time to
		wit Friday Sept 18, 1885 fixed for the argument of the
		Motion to dissolve the injunction granted in above
		Case shall be enlarged and continued to such
		date as may be agreed upon by the parties or fixed
		by the Court F. G Harris, Atty for defts
		Orris & Snyder Attys for Plff
		Now 11 Sept 1885 Served on Daniel H Smith District
		Treasurer of Woodward Tp, by reading and leaving Copy of
		Original writ with him — So Ans on Oath John McElwee
		Def Shff
		Now 11 Sept 1885 Served within bill in Equity on Deft D H Smith
		personally by giving him a true and attested copy thereof
		So Ans R N Shaw Shff

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D W Smith
Pltff

Sept Term 1885

McC & McC	John E. Putnam	Bill in Equity Praying the Court
11 Sept	5 ♡	1st That an injunction be granted and forthwith
" McC	John DuBois	Issue enjoining said John DuBois from making
		public sale on the 15th Sept 1885 of the lumber or
		property which he holds under the said Article
		of agreement dated 1st November 1884 made be=
		tween said Defendant and your Orator
Pro Kerr By Atty	2,25	2nd That the said Defendant be in like manner also
Atty	3,00	enjoined and restrained from making any
Pro Kerr	1,00	such sale on any other day of any of said prop=
" Kerr	,50	erty without the previous permission or order
" Kerr	,25	of the Court
" Kerr Atty	1,25	3rd That the Court make such further order as may
" Kerr	,50	be according to Equity and will protect the rights
" Kerr	,50	of Your Orator and Cause the said Article of 1st
Shff Shaw	4,25	Nov 1884 to be carried out and performed
Pro Kerr	,25	According to its Spirit and meaning.
" Kerr	1,50	4th That Your Orator the Complainant may
		have such further and other relief as to Your
		Honorable Court may seem meet and as
		Equity may require
		And now 11 Sept 1885 Complainant files
		their Affidavit with printed Book having the
		usual order or notice to Appear in 14
		days or Judgment Pro Confesso
		And now 9th Sept 1885 it is ordered and decreed
		that a preliminary injunction Issue enjoining
		and restraining the said John DuBois by
		himself his Agents Servants or employes from
		Selling or Causing to be sold the Lumber par=
		ticularly mentioned and described in said Bill
		situate at or near the Mill of Complainants at
		Caledonia and mentioned in the Agreement of
		1st Nov 1884. This Injunction to be taken as dissolved
		unless a motion to Continue the Same be argued
		before me at the Court House in Clearfield on the
		17th day of Sept 1885. Bond in $300 to be filed
		before Injunction Shall Issue with Sureties by
		me Approved. A copy of this order with a copy
		of the bill to be Served at least five days before
		the day of hearing. David L Krebs P.J.
		And now 9 Sept 1885 Bond presented and
		Approved David L Krebs P.J.
		Now 11 Sept 1885 Writ of Injunction Issued
		Now 14 Sept 1885 the preliminary Injunction
		and day of Argument Continued to the 21 Sept 1885
		By the Court
		D.L. Krebs P.J.
		Now 14 Sept 1885, Service accepted of this Bill and
		Notices & further Service waived — Murray & Gordon Attys for Defts
		Now 11 Sept 1885 Served on Defts by leaving a true & attested Copy of the
		Same with Geo R Vosburg his general Manager at Office of Defts in
		DuBois Pa — Defts being unmarried Man & having no family & being
		then absent from the County and Not found
		So Ans R N Shaw Shff

By Paper Filed 6th dated 6th Oct 1885 Murray & Gordon Appear for John DuBois
and direct there appearance to be filed

On Argument Dist at Sept Term 1885

And now 6th Oct 1885 it is adjudged ordered and decreed that
the Injunction heretofore issued be Continued until further order
of the court so far as to restrain the Defendant his Agents Servants
or employees from Selling at public sale the lumber mentioned in
the Advertisement and Advertised to be Sold Tuesday 15th Sept A.D.
1885 or to Sell the same at private sale at less than the market
price

By the Court

ALL PAGES

FROM

130 TO 131

ARE BLANK

AND NOT

SCANNED

Dec Term 1885,

M to S	William Long	Bill in Equity. Praying the Court
	1	3 1st That on 22d April 1885, your Orator made and
		executed a deed to Henry F Brown the defendant con-
	Henry F Brown	veying to him a certain tract of land situate in Sandy
		Township Clearfield County Pa, Containing 71 Acres
		more or less, which deed is now recorded in Clear-
		field County in Deed Book No 36 page 35, a copy
		of which appears in the appendix hereto which is
		hereby referred to and made a part of this Bill
Pro Kerr By Atty	#225	2nd That your Orator was induced to make said
Atty	3,00	deed by fraud and imposition and it is not his
Sheff Shaw By Sheff. bill	4,48	voluntary act, That at the time it was made and
Esq Williams	25	executed your Orator was under the influence
Pro Kerr	2,50	of intoxicating drink and had for a considerable
4 Kerr	1,00	time previous thereto been indulging in the habitual
		and excessive use of said drink to such an extent
		as to dethrone his reason and wholly unfit and
		incapacitate him from transferring his property
		or attending to any of his business — That at the time
		said deed was made your Orator did not know
		what he was doing, and did not know or realize
		that he had conveyed away his property for a
		considerable time thereafter — That he did not intend
		to so convey it, and would not have done so had
		not the fraud and imposition been practised
		upon him as aforesaid
		3rd That your Orator is an illiterate man easily
		imposed upon and can neither read nor write,
		That said Henry F Brown, is a Nephew of your Orator
		and had and exercised an undue influence over him,
		That for several weeks prior to the making of said
		deed your Orator was idle and spent most of his
		time in the Borough of DuBois, during which time
		the defendant induced him to stop at his house and
		make his home with him, and made use of the
		opportunity thus afforded to practise the fraud and
		imposition on him as aforesaid
		4th That said defendant had some time prior
		to the execution of said deed formed the design
		to cheat and defraud your Orator out of his prop-
		erty, and had communicated his intention of so
		doing to other persons
		5th Your Orator is informed that defendant
		claims that the consideration for said conveyance
		was that that he was to pay your Orators debts
		and keep and maintain him while he lived, but
		your Orator learns from the record of said deed
		that the Consideration Mentioned therein is #3000-
		he avers that no part of said consideration
		was ever paid or secured to him and he never
		knowingly Consented or agreed to convey said
		tract of land to defendant, for such Consideration
		named nor for any Consideration whatever

1st That said Henry F Brown the defendant be restrained by injunction preliminary now and perpetually hereafter from conveying or in any manner incumbering the said tract of land

2nd That the Court adjudge said Sale and Conveyance to be fraudulent and Void and make decree rescinding and making Null & Void the Deed from Plaintiff to Defendant dated 22 April 1885, recorded in Deed Book R No. 36, page 35 &c any and all other papers or agreements Conveying or agreeing to Convey said land to defendant

3rd That Your Orator may have such other and further relief in the premises as justice and Equity may require and to Your Honorable Power may seem meet

And now 30 Sept 1885, the Bill and Affidavit in support thereof having been read it is thereupon ordered that an injunction issue preliminary now enjoining and restraining the said defendant Henry F Brown, from selling disposing of or in anywise by Mortgage or Judgment incumbering the said tract of land This injunction to be taken as dissolved unless a motion to continue the same be argued before me at Clearfield Pa on Saturday the 10th October AD 1885, at 10 oclock A.M. of said day with a copy of this Order and of the Bill to be served on on said defendant — Bond in $500,00 to be filed and approved by the Court before the injunction shall issue — By the Court,

D L Krebs P.J.

By paper filed and dated 30 September 1885 see Bond of Plaintiff with Geo. C. Moore & T. W. Moore as Bail in the Sum of $500, — Conditioned as per above Order of Court

Now 30 Sept 1885 Injunction issued

Now Oct 1, 1885, I hereby depute A R Wing to execute the within writ — R M Shaw Sff

Oct 1, 1885 Served the within on the within named Henry F. Brown by reading to him & informing him of its Contents thereof — Acs on Oath A R Wing Depy

ALL PAGES

FROM

134 TO 135

ARE BLANK

AND NOT

SCANNED

3287
2625
3025

Dec Term 1885

C Gordon | Thomas H Murray

4 Dec | 2 | s

Bigler | Calvin Pardee
Fielding | Mordecai M Cooper
J C Hayden Edward
Roberts Jr John R Fell
Henry C Cochran and
Edward A Irvin

Bill in Equity Praying the Court
1st That Your Honorable Court will order and decree that partition be made between Your Orator and the Defendants described in the first paragraph of this Bill and that his interest therein may be set out to him in Severalty to the end that he may use and enjoy the same as his own property
2nd Such other and further relief as may seem to Your Honorable Court proper and as Justice and Equity may require.

And now 4th Dec 1885 Plaintiff files Affidavit with printed book having the usual order for the Defendants to Appear and in fourteen days or Judgment Pro Confesso will be entered & decree made Against them in their absence with Service accepted on same by Henry C Cochran John R Fell and Edward Roberts Jr & E A Irvin

And now 21st Sept 1885 on Application of the Plaintiff it Appearing to the Satisfaction of the Court that Calvin Pardee Mordecai M Cooper and J C Hayden reside in Hazelton Luzerne Co Pa and that Edward Roberts Jr John R Fell and Henry C Cochran reside at Philadelphia Pa and that E A Irvin resides at Lawrenceville Pa and that all of said Defendants except E A Irvin reside out of the Jurisdiction of this Court and that the places of business of said Defendants are in the same places as their residences it is hereby ordered that a copy of this bill with a copy of this order be served upon the said Defendants at their several places of business & residences or at any other place where the said Defendants or any of them may be found in this Commonwealth with Notice to Appear Attached that the Defendants respectively shall cause an Appearance to be entered for them in the Office of the Prothonotary of this Court within fourteen days after such Service upon them respectively exclusive of the day of service upon them respectively exclusive of the day of service in accordance with the rules of Equity practice By the Court

By paper filed & dated 10 Dec 1885 Frank Fielding Appears for Calvin Pardee, M M Cooper, H C Cochran and Jno R Fell and directs the Bolly to enter the same of record

Now 12 Dec 1885 Reff enters rule on Calvin Pardee M M Cooper H C Cochran and John R Fell defendants Appearing to file their Plea Answer or demurrer within 30 days as provided by rules of Equity practice

Cyrus Gordon
Atty for Reff

12 Dec 1885 Service accepted for Pardee Cooper Cochran & Fell
Frank Fielding
H D Bigler
Atty for defts

Now 26 Dec 1885 I hereby accept service of this bill and rule to Appear and file Plea Answer or demurrer and waive the Issue & Service thereof
J C Hayden

Pro Kerr By Atty (2 Defts) 2.25
Atty 3.00
Pro Kerr .50
" Kerr 1.00
" Kerr .25
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" Kerr 1.50
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" Kerr 1.00
" Kerr .25
" Bloom 50 dis .25 14.35
Reff " Bloom Bill Paid by Reff (14th) 21.00
Mus Dr Oscar Mitchell Eng Lus Reports 55.30 (Ck #149)
Commissioner B Moran " " 217.00 (Ck #193)
" Assessor R M Hoover " 21.00 (Ck #220)
$328.70

Rec'd 9th May 1887 of Thos H Murray for himself and for the Defendants the sum of Three Hundred Ninety Eight & 70/100 Dollars in full of above Cost.
A M Bloom
By

Dec Term 1885

And now 27 Dec 1885 an order is hereby filed that the bill be taken Pro Confesso as to Edward Roberts Jr and Edward A Irvin the Defendants served who have not appeared &c Judgment entered accordingly as provided by Rules of Equity practice Cyrus Gordon atty for Plff

And now 27 Dec 1885 on motion of Cyrus Gordon atty for Plff Judgment is taken Pro Confesso as to Edward Roberts Jr &c Edward A Irvin Defendants served, for want of an appearance

And now 27 Dec 1885 Judgment By the Court James Kerr Prothy

Now 12 Jany 1886 Fielding & Bigler File answer in above case of Calvin Pardee, M Cooper J.C. Hayden Edward Roberts Jr, Jno R Fell &c & Harry C Cochran.

And now Replication of Plaintiff Filed by Plffs atty

And now 8th Mar 1886 in accordance with the within agreement of Parties a decree of Quod partitio fiat is hereby entered as prayed for By the Court

And now 13th May 1886 Decree for partition having been made this case is hereby referred to Oscar Mitchell Esq. Master and Austen Gulick as Commissioners to decide and partition the lands and tenements into purparts &c to value the same and ascertain the amounts that shall be paid or charged thereon for owelty or which shall be paid or secured to the parties to whom no purparts can be allotted as provided by law. By the Court

Now 19 June 1886 Service accepted on notice for defts to close their testimony in this case by Mark Fielding & W D Bigler

And now Aug 6th 1886 The within petition read and thereupon Jacob Dunning is appointed to act as Commissioner instead of A H Gulick Esq

D L Krebs P J

Now 31st Dec 1886. By leave of Court Plaintiff amends description of land as set forth in the bill by adding thereto &c-

Now 31st Dec 1886 amendment allowed David L Krebs P.J.

Service of Notice by copy 31st Dec 1886 Frank Fielding atty for defts

By paper filed & dated 19th January 1887 the Plaintiff amended description of land setting forth by bill by adding thereto after Paragraph 31st Containing in said amendment as follows: 32. Situate in Penn Township bounded by lands of A W Moore E. Davis E M McDavis and others Containing 116½ Acres more or and known as the E M McDavis piece The same being included in the Mineral right no 29. hereinafter described By the Court

Now May 21st 1887 The matters in dispute having been settled between the parties and amicable partition made as per agreement of Jany 21st 1887. and deeds &c executed this case is hereby discontinued. Thos H. Murray Jr Pltf

Allen Armstrong Pro

ALL PAGES

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Feby Term 1886

Filing 16 Dany

Friedrike Leipoldt 1 c

Daniel Leipoldt Annie Leipoldt and George Leipoldt her husband and A.G. Kramer and Daniel Leipoldt Exrs of the last will of Casper Leipoldt dec'd.

Bill in Equity Praying the Court

1st That a Commission shall be awarded out of this Honorable Court to admeasure allot and Set apart the dower due to Complainant in the real estate of said decedent as hereinbefore described

2ons That an account be taken between Complainant and the said Daniel Leipoldt and Annie Leipoldt and George L Leipoldt her husband as to the dower accruing to Complainant out of the aforesaid properties since the death of Casper Leipoldt and that Complainant be awarded and decreed what is properly due her

3d That the pretended release of dower in the foregoing Bill mentioned be given up cancelled and declared null and Void

4th That an account be taken between Complainant and the said A.G. Kramer and Daniel Leipoldt Executors of said decedent as to the personal property in the Bill mentioned taken by the said Executors and that Your Oratrix may be decreed and awarded her share thereof according to her interest ownership and rights thereto.

5th That Complainant be awarded the Sum of $300 out of the estate of decedent as is provided by the act of Assembly Approved the 14th April 1851

6th That Your Complainant may have Such other and further relief in the premises as to Your Honorable Court may deem proper and as Justice and Equity may require

Prothonotary Kerr	$2.25
Atty	3.00
Prothonotary Kerr	1.00
" Kerr	.50
" Kerr	.25
Sheriff Dale	1.00
Prothonotary Kerr	.25
" Kerr	.25
" Kerr	1.00
" Kerr	.50

Now 16 Dany Bill Filed having the usual order for Defendants to enter an Appearance in Fourteen days or Judgment Pro Confesso will be entered and decree made against them in their absence

Now 30 Dany 1886 Defendants by their Atty A.G. Kramer files his Answer to the Above Bill

Now 16 Dany 1886 Served Bill personally by copies on Daniel Leipoldt Annie Leipoldt Geo L Leipoldt and A.G. Kramer Soans Jesse E Dale Sheff

Now day of 1886 Answer of Defendants filed

Now 13th Feby 1886 Replication of Plaintiff filed

Now 14 April 1886 the Court Appoints Joseph H Parker Esq. Master in this case with the Powers to be Master in Chancery &c to take testimony State an Account and Report the Same to the Court with foregoing decree &c

By the Court
D L Krebs P

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Krebs J.

May Term 1886

Fielding

The Commonwealth of Penna. Ex. Rel. Lewis S Cassiday Atty. Genl of said Court. vs. H. F. Bigler & Burgess & A. W. Lee, P. A. Gaulin, Frank B Reed, F. G. Harris, W. E. Wallace & P. F. Weaver comprising the Town Council of the Borough of Clearfield

1 2

Bill in Equity. Praying the Court

And now to wit the 6, day of Feby A.D. 1886 Lewis S Cassiday Attorney General of the Commonwealth of Pennsylvania files this his suggestion & complaint and H. F. Bigler Burgess, & A. W. Lee, P. A. Gaulin, Frank B Reed, F. G. Harris, W. E. Wallace & P. F. Weaver comprising the Town Council of the Borough of Clearfield also complain and say,

1st. That the Borough of Clearfield is a legally incorporated Borough under and by virtue of the laws of this commonwealth, with a regular system and plan of Streets, lanes and Alleys, laid out and opened all of which are public highways.

2nd That a certain Street in said Borough called Third Street, runs from the Northern to the Southern boundary thereof, and has been laid out, occupied and used as a Public highway for more than fifty years past, and that almost the entire length thereof, said Street is built up, with dwelling houses, hotels, stores, shops &c.

3rd That Wesley P Morris is the owner of certain premises, and parts of lots No. 124 & No 135 fronting on Third Street in said Borough - that he has erected a frame dwelling house upon lot No. and that he has caused to be erected and projected an addition to said dwelling house, or porch enclosed upon all sides, one story high and extending beyond the building line of said Street and public highway 3 feet 9½ inches and along the same distance of 10 feet -

4th. That the said erection and projection as aforesaid erected and maintained by the said defendant, is an unwarranted and illegal inchoachment and upon said Street and highway, is a public nuisance, injures and depreciates the Value of adjoining property, obstructs said Street and impedes and interferes with the right of passage upon and along said Street and is prejudicial to the rights of the public to the free and unobstructed use of the same as a public highway

5th - That after the purpose of said defendant became known and after he had commenced the erection of the said Street, the Burgess and Council of said Borough caused a notice to be served upon the said defendant to desist from the Erection of said encroachment upon said highway, and that the same would not be permitted, but the said defendant disregarded the same and has persisted in the further erection, completion and maintainance of said obstruction and public nuisance -

6th - And the Attorney General, by the relation aforesaid Showeth that the said erection and obstruction by the said defendant Wesley P Morris, and by him maintained in and upon Third Street in the Borough of Clearfield and a public highway of the Commonwealth of Pennsylvania is a public nuisance, and hinders, obstructs, impedes and interferes with the right of travel and passage over

Wesley P Morris

Pro Kerr	$2.25
Atty.	3.00
Pro Kerr	1.50
" Kerr	1.00
" Kerr	.25
" Kerr argt	1.50
" Kerr	.25

and through said street which all the inhabitants of said Commonwealth by right ought and are entitled to have, and that said obstruction and public nuisance ought to be abated and removed — Frank Fielding Atty for Plff

1st. That the said defendant Wesley P Morris, be required to appear in your said Court and to do and submit to whatsoever the Court may command in the premises,

2nd, That the said defendant be enjoined and restrained by an injunction preliminary now to prevent the further Continuing and maintaining of the obstruction of said Street and by perpetual injunction, hereafter, from maintaining the said obstruction and requiring him to remove the same —

3rd That your Honorable Court shall order and decree that said defendant shall pay to the Plaintiff such reasonable costs, charges and expenses of this proceeding as justice and equity may seem to require —

4th That the Plaintiff may have such other and further Relief as may be just and equitable

And now 27 March 1886, it is ordered that injunction preliminary now be issued against the said Wesley P Morris, to preventing the Continuance and maintaining of the Structures mentioned in said bill of Complaint and Show cause why the same should not be made perpetual in requiring the abatement and removal of the same — The Argument of the Motion to Continue this injunction to be heard at the Argument Court, Commencing the 2nd April 1886 By the Court

Now 5th April 1886 Service accepted on the Bill in Equity for Defendant and personal Service waived by Murray & Gordon So ans Shff Shaw

And now 16 April 1886 by Paper filed Murray & Gordon appear for Defendant and direct their this Appearance filed

On Argument List at April Term 1886 and 14th April 1886 Argued

And Now 19th April 1886 Preliminary Injunction dissolved see Opinion Filed By the Court

Now 28th April 1886 Served Rule on Defendants Attys Murray & Gordon to file their plea demurrer or answer to the Bill filed in this case within thirty days after Service hereof or in default thereof. Judgment may be taken Pro Confesso &c as provided by Rule of Court Frank Fielding Atty for Plff

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May Term 1886

Fielding v. Reutz

P. S. Heberling
I. F. Heberling Adm'a
Joseph Heberling

27 Mar 2 ⊙

M. F. & V.

John B. Ellis

Pro Kerr $2.25
atty M.F.S. 3.00
Pro Kerr .50
Pro Kerr 1.50
" Kerr Argt. 1.50
" Kerr .25
" Kerr .50
" Kerr 1.50
" Broom .25
$11.25

Rec'd 17th Oct 1887 of Mr Reutz Eleven & 25/100 dollars in full of above costs in full
A. M. Broom Pro

Bill in Equity Praying the Court
1. That the said Contract, Made and entered into by and between John B. Ellis, Defendant, and the DuBois Wood Manufacturing Company, Limited, and dated the first day of April 1882, be specifically performed & executed according to the true intent and meaning thereof, and that the said Defendant be required to make execute and deliver unto your orators a deed of Conveyance for said premises, in said Contract mentioned clear of all incumbrances upon the payment to him of the purchase money due thereon with interest, which your orators ever pray are prepared & have always been ready to do as herein before Stated
2nd. That the said John B. Ellis be enjoined and restrained from further prosecuting his said action of Ejectment, brought to No. May Term 1886, against William Knigert and Knigert until the matters alleged in this bill are determined
3rd. That Your orators be awarded their proper Costs in this proceeding, expended or to be expended and that they may have such other and further relief in the premises as Justice and equity may seem to the Court to require

And now 27 Mar 1885 Plaintiff files Affidavit with the usual order for the defendants to appear in fourteen day or Judgment Pro Confesso will be entered and a decree made against ~~them~~ in their Absence

And now 29 March AD 1886 It is ordered that a preliminary injunction issue now enjoining and restraining the defendant from further prosecuting the said action of Ejectment brought to No. May Term 1886 until the entry of a final decree in the Bill
The Argument of the Rule to continue this injunction to be heard at the Argument Court beginning the 2nd Monday of April AD 1886, Bond in $300 to be filed by Complainants Conditioned for payment of damages Defendant may sustain by reason of this writ before writ issues
David L. Krebs Pff

By paper filed dated 27 Mar 1886 See Bond of Pffs with John Heberling and R. E. Gilligan as Bail in the sum of $300.00 Condition as per above order of Court
By

2985
1125
4/1/86

Now 16th April 1886 We hereby appear for Defendant & direct this our appearance to be filed
Murray & Gordon
On Argument List at April Argt Court
Now 19 April 1886 Opinion of the Court filed dissolving preliminary Injunction
By the Court

And now 28th April 1886 Served notice on Defendants Atty M. F. & V. to file his plea demurrer or answer to the Bill filed in this Case within 20 days after service hereof or in default of thereof Judgment may be taken Pro Confesso &c as provided by Rules of Court
Frank Fielding Atty for Pffs
Now 10 June 1886 Answer of Defendant filed
Now 10 June 1886 Defts Atty files demurrer to Pffs Bill

On argument list at April Term 1886, 14th April 1886 Argued and 19 April 1886 Opinion of the Court filed dissolving the preliminary Injunction

By the Court

May Term 1886

Mrs	Samuel Hegarty	Bill in Equity Praying the Court
27" April	3	1" That Defendants be required to open up the
A P MacLeod	P. C. Gates Burgess	Channel of said Stream along Bear alley and to divert
	and John H. Lambom. J. M.	the same off and from the property of Samuel Hegarty
	Gates S. M. Spangle. Thos.	Complainant to wit: off and from lots Nos. 70. 71 and
	Lambert. Wm McMonigal	72 in said Borough and that a Mandatory injunction
	and Daniel Kline	may issue requiring and directing them so to do
	(Town Council) of the	2" That the Defendants be required to pay or cause
	Borough of Coalport	to be paid to Complainant the injury and damage
		sustained by him in Consequence of the injury
		Caused by their diverting the Stream as Complained
		of
		3" That such other and further relief may be
Pro Kerr By Atty	2,25	granted as may seem meet and proper and as
Atty	3,00	Justice and Equity may require
Pro Kerr	1,00	Now 27" April 1886 Plaintiff by his Atty files his
" Kerr	,50	Affidavit with printed book having the usual
" Kerr	,25	order for Defendants to Appear and plead in
" Kerr	,50	fourteen days or Judgment Pro Confesso will be
Sheriff Dale	1,00	taken and decree made against them in their Absence
Pro Kerr	,35	Now 11 May 1886 I hereby Appear for Defendants
" Kerr	25	and I do hereby direct that this my Appearance
" Kerr	,50	shall be filed (no paper filed) A P MacLeod
" Kerr	1,00	By paper filed 15" May 1886 notice to Defendants or
" Bloom	,50	their Attorney to file their plea Answer or demurrer
Witnesses fee		within 30 days from service hereof or in default
Masters fee By Hegarty P. M. P.	75,00	thereof Judgment Pro Confesso as provided by rules
Pro Bloom	50	of Court Murray & Gordon Attys
" Bloom	25	Now 15 May 1886 I Accept Service of above
" Bloom	,50	rule A P MacLeod
" Bloom	,50	Now 14 June 1886 Answer of Defendants filed
" Bloom	60	Now 16 June 1886 Copy of Answer served on Murray
" Bloom	25	& Gordon Solicitors for Plaintiff
" Bloom	,50	And now Aug 24" 1886 By paper filed Plaintiff
" Bloom	1,00	joins issue as to the matters alleged in the Answer
" Bloom	,25	Murray & Gordon
" Bloom	1,25	Atty for Plff
" Bloom	25	4 Nov 1886 F. G. Harris Esq appointed Master, to
" Bloom-(Certificate)	1.00	hear and report the facts and the law and the form of
Depts Bill of Costs	31.07	a decree By the Court
D Mahaffey		Now 26 Dany 1888 Testimony taken before the
		Master filed
		Now 26 Dany 1888 Report of Master filed with testimony
		Now 4 July 1888 Exceptions to Masters report filed
		"W. B. Page 89"
		And now 8" July 1888 on motion of A P MacLeod
		Atty for Plff Frank S Harris Esq is Appointed
		Comr. to take testimony and report the facts with the form
		of a decree to the Court By the Court
		And Now 2d July 1888 within petition read and
		Considered and thereupon it is ordered that the Master
		Serve Notice on Defendants Attorneys (as rule of Court
		prescribes as to notices on Attys away from
		County seat) to Submit any Argument he may have
		in support of exceptions within ten days from

such service qu at the end of said ten days qu not later than 15th July 1888 that he file his report in court By the Court
Service of rule by Copy 3rd July 1888 F. G. Harris
Now 26 July 1888 Report of Master filed dismissing the Exceptions
Now 8th Nov 1888 the petition read & considered and 19th Nov 1888 is fixed as the time for argument of Exceptions to report of master By the Court
Now 26th Nov 1888 It is ordered that the Defendants shall reinvest the Exceptions taken before the master in above case to the report of the master nunc Pro tunc as of the time required by the rule of Equity Granted
By the Court

Exceptions filed to the Report of the Master the following order endorsed thereon by the Court 27th Nov 1888 The written Exceptions filed nunc Pro tunc under order of 26th Nov 1888
By the Court
D. L. Shreve
P.J.

Opinion of Court-filed 5 Dec 1888 Upon the following order" and now 1 Dec 1888 it is adjudged, ordered and decreed that the plaintiffs bill be dismissed, with costs to the defendant-
By the Court-
David L. Shreve P.J."

Sept Term 1886

May 6th 86	Jonathan Boynton Use Joseph A Gray	Bill in Equity Praying the Court 1. That the said Porter Kinports and the said Jesse E Dale
13 May	1 s	Sheriff of Clearfield County & All persons Acting under them
Fielding	Porter Kinports and Gideon R Kinports and Jesse E. Dale Shff	or under either of them be restrained by Injunction of Your said Court from further proceedings to Sell the land aforesaid which has been levied upon and is Advertised for sale under said writ of Fi Fa No 62 May Term 1886 issued out of the Court of Common Pleas of Clearfield County upon said Judgment No 54 Sept T 1882
Pro Kerr By Atty	$2,25	2. That the said Porter Kinports be further restrained
Atty	3,00	by the order and injunction of Your Hon Court from
Pro Kerr by Plff bill	1,00	proceeding by any other or further execution upon
" Kerr by Plff bill	1,00	said Judgment to levy upon or sell the said real
" Kerr by Plff bill	25	estate pending this bill until the further order of
" Kerr Inf by Plff bill	25	Your said Court
" Kerr by Plff bill	50	3 That said Porter Kinports and Gideon R Kinports be
" Kerr by Plff bill	1,50	required by order of Your Court to make full disclosure
" Kerr by Plff bill	25	and discovery of the Conveyances in their knowledge
Shff Dale by Plff HBK	1,00	power or possession which form any part of the Chain
Pro Kerr by Plff bill	1,25	of title to the said land levied on & to that which
Pro Kerr by Plff bill	50	is described in the Article of Agreement dated 8th
Pro Kerr by Plff bill	50	Oct 1874 between said Gideon R Kinports and Thos
Pro Kerr by Plff bill	50	Jager and that they each of them be required by
Pro Kerr Appeal	75	order of Your said Court to produce & deliver over
Jff McGregor	2,00	for recording in the proper Office of the proper County
Pro Bloom	50	such of said deeds or Conveyances as are in their
		power or possession. And also make such further
		Conveyances as may be Ascertained by Your said
		Court to be in accordance with the rights of Your Orators
		4th. That Your Orators may have such other and
		further relief as to Your Hon Court may seem
		meet and as Equity may require
		We hereby Certify that there has not been time for
		printing the foregoing bill asking for an injunction.
		And we further Certify that in our Opinion this
		case is of such a nature that no adequate remedy
		can be obtained at Law W McEnally & W McCurdy
		Attys for Plffs
		Now 13th May 1886 this bill of Complaint having been
		presented & read it is thereupon ordered that an injunction
		preliminary now be issued to restrain the said Porter
		Kinports & Jesse E Dale High Sheriff from Selling or Exposing
		to Sale by Judicial Sale or Otherwise the property levied on
		and to be sold on Thursday the 13th May 1886 This Injunction
		to be taken as dissolved unless a motion to Continue
		the same be Argued befor us at Clearfield on Tuesday
		the 18th May 1886 at 1. Oclock P.M. of said day. The writ
		Not to Issue until bond be filed with Sureties in the
		Sum of $500- Conditioned for Payment of damages
		Defts may sustain by reason of the issue thereof
		David L Krebs P.J.
		Now 13th May 1886 Bond of Plaintiffs filed in the
		Sum of $500- with Ed K Nevling & J B McEnally as Sureties
		Filed & Approved By the Court

Now 18 June 1886. I hereby depute James McGregor High Sheriff of Indiana Co to Execute within notice so ans JE Dale Shff

Served on G R Kinports 19th June 1886 by giving him a true Copy so ans Jas McGregor Shff

Now 14 May 1886 Served personally on Frank Fielding Atty for P Kinport and Service accepted by J E Dale Shff

So ans J E Dale Shff

Now 13" May 1886 writ of Injunction Issued

Now 21 May 1886 And appearing that Gideon R Kuiports one of the defendants resides in Indiana Co. Pa. without the Jurisdiction of this court. It is ordered that a copy of this bill be served on him in Indiana Co Pa or wherever he may be found in the State of Penna with notice to appear attached as prescribed by rule 6 of Equity practice together with a copy of the order

On Argument list at May T 1886 By the Court

Now 24 May 1886 Opinion of the Court Filed Continueing the Injunction. and directing the case of Kuiports v Boynton No 54 Sept Term 1882 to be placed at the head of the Trial list for the third Monday of Sept 1886 By the Court

And now 31" May 1886 F Fielding Esq by Paper filed enters appearance for Porter Kuiports

And now 10 July 1886 on motion of T McEnally T McCurdy Esq Confessed is entered against Gideon R Kuiports one of the Defendants as per Rule of Court No

To The order and decree of the Court in this case made, continuing the preliminary injunction granted in this case, and restraining Porter Kuiports, the Plaintiff in judgment No. 54, Sept Term, 1882 from proceeding on said judgment to sell the interest of G R Kuiports in the real estate levied on and advertised by the Sheriff to be sold, the said Porter Kuiports excepts, and prays That a bill be sealed, which is accordingly done. By the Court

And now 5" day of August 1886, the amount of bail required to be given by Porter Kuiports in this case, in order to obtain an appeal to the Supreme Court, is fixed at the sum of two Hundred dollars.

By the Court

D. L. Krebs P.J.

And now 10" August 1886 Porter Kuiports, one of the defendants above named, being aggrieved by the decree of the Court in this case made granting an injunction etc respectfully appeals therefrom to the Supreme Court of Pennsylvania

Frank Fielding

Atty for P Kuiports

And now 12" Dec 1886 the litigation pending in the action in said bill mentioned between Porter Kuiports Plaintiff and Dona Boynton Tenant having been determined by the Verdict of a Jury the said writ of Injunction is hereby dissolved on motion of Attorney for Defendant

By the Court

D L Krebs

P.J.

Sept Term 1886

McKenrick & Murray

Cyrus A Wood Admr of Samuel Irwin late of Bloom Twp Decd and Philina B Irwin widow and Amanda R Irwin a Minor under the age of 14 Years by her next friend Philina B Irwin

7 June 2 c.

McK & McC. Jacob Bilger

Pro Kerr	$ 2.25
Atty	3.00
Pro Kerr	.25
" Kerr	.50
" Kerr	.50
" Kerr	.50
" Kerr Rule	.60
Sheff Dale	1.00
Pro Kerr	.25
Pro Kerr	.50
Pro Kerr	.50
" Bloom	.50
Pro Thompson agt	1.00 By copy law
" " suggestion	2.50 By copy

Bill in Equity Praying the Court 1st That the Defendant Jacob Bilger be required to convey to your Orators or those duly empowered to represent them a good and sufficient deed at law for the premises purchased by him at Sheriff sale on the 12th of March A.D. 1880 in Accordance with his Agreement with Samuel Irwin

2nd That an account may be taken of all and every the dealings and transactions and the rents issues and profits of the said lands from the said 8th day of June 1880 until such time as the aforesaid conveyance shall be executed and possession thereunder given and that the said Jacob Bilger be directed and required to pay Your Orators what if Anything shall upon such account Appear to be due them on account of his Trusteeship aforesaid and his wrongful withholding of the said premises Your Orators being ready and willing and hereby offering to pay him what if anything shall be due him on account of the same

3d That your Orators may have such other and further relief in the premises as Justice and Equity may require and to Your Honorable Court may seem meet

We hereby Certify that in our Opinion the Complainants have no Adequate remedy at law for the matter Complained of in the within bill McKenrick & Murray & Gordon

Now 7 June 1886 Plaintiffs by their Attys file their Affidavit with printed Book having the usual notice for defendants to cause an Appearance to be entered for ~~than~~ him within Fourteen days or Judgment Pro Confesso will be taken and decree entered Against him in his Absence

By paper filed & dated 15 June 1886 McCrady & McCrady Appear for Defendant

And Now 7th July 1886 The Plaintiffs in the above entitled Bill by their Attys enter a Rule on Defendant and his Attorneys to file their plea Demurrer or Answer to the Plaintiffs bill in this case within 30 days after service of notice of this Rule

McKendrick & Murray & Gordon

Now 7 July 1886 Served personally on McCrady & McCrady Attys for Deft by true and attested Copy — So Attn. J.C. Dale Shff

Now 5 Aug 1886 Defendant by his Attorney Files printed Answer to Defendants bill in Equity

Now 4th Nov 1886 Amendment allowed by Consent of Deft Counsel By the Court

Replication of Plaintiff filed 1 Dec 1886

By paper filed & dated 17 Feby 1887 upon Agreement of Attys Smith V Mixon is appointed Examiner and Master to report the facts & law with the form of decree to the Court By the Court

See Agreement filed on next page (153)

Jacob Bilger, Complainant, vs. Jacob Bilger, Defendant

Now Jan 23rd 1903 the death of Jacob Bilger Ltd & the appointment of Jacob Bilger and E.C. Bilger as Executors.

W. Bilger Esq. Atty for Executors.

Now Jany. 23. 1903 Paper filed as follows. to wit:—

Now Dec. 27. 1902 it is agreed by J. F. McKendrick, Atty. of record representing all of the Plaintiffs and specially representing Philina B. Irwin and Amanda R. Irwin, that the bill and all proceedings in this case be dismised.

signed J. F. McKendrick
Atty. of record for Plaintiffs

Geo. M. Bilger.
Atty. for Est. of Deft.

Now Jan. 23. 1903 I hereby agree to above dishmissal.

signed C. A. Woods
Administrator

Now 23rd Jany. 1903 in accordance with above agreement, it is ordered adjudged and decreed that the above suit be and is hereby dismissed.

By the Court
Cyrus Gordon P. J.

Attest
Grant A. Thompson
Clo.

September Term 1886

Chas. Boss

Rembrandt R. Peale Administrator of all and singular the goods and chattels, rights and credits which were of Mrs. Jennie S. Peale, deceased.

10 Sept 3 vs

Albert G. Hopkins, Edward A. Irvin, Susannah P. Swoope, Mary E. Shaw, Margaret J. Betts and William W. Betts her husband, Jennie P. Arnold and William G. Arnold her husband, John P. Irvin, Alexander M. Irvin, Nannie B. Irvin and Alice M. Irvin.

Simpe

Pro. Kerr 2.25
Atty. 3.00
Pro. Kerr .25
Pro. Kerr .50
Pro Kerr .50
Shff Dale Cy Pro B H B H 7.75
Pro Kerr 2.50
" Broom .50
" Broom .50
Shf Dale Cy Pro B H B H 1.00
Pro Broom .25
$19.00

Recd 16th April 1887 of Plaintiff by hands of T. McEnaly T. McCleary Nineteen Dollars being the above Cash in full.

A. M. Broom Pro

Pro Broom
Full Record: for Plff Atty
Made 7 Sept 1890 3.50

Bill in Equity. Praying the Court,

1st That an Agreement between the heirs of William D. Irvin and the said Albert G. Hopkins be rescinded so far as it purports to affect the Title of the estate of William D. Irvin which belongs to your orator as administrator of Jennie S. Peale.

2d That the said heirs be restrained from carrying out the said contract, and from delivering any deed to the said Albert G. Hopkins, or to his heirs, executors, administrators or assigns, in pursuance thereof, purporting upon its face to convey more than nine undivided Tenths of said estate and property, and the said Albert G. Hopkins from accepting such deed or recording or in any way making use of the same, until the purchase money aforesaid, with its interest, has been fully paid to your orator or secured to his satisfaction, and that said deed, if delivered before service of this bill, may be cancelled as to said one Tenth, and that your orator may have such other and further relief in the premises as to your Honors may seem meet.

And now Sept. 10th 1886 Plaintiff by his Attorney files his printed bill, with affidavit of the Truth of the facts therein contained, and having the usual notice to defendants to cause an appearance to be entered for them within fourteen days or that judgment pro confesso will be taken and entered against them in their absence, and also affidavit of Rembrandt R. Peale that Albert G Hopkins one of the defendants in this bill lives in Bock Haven Clinton Co. Pa. out of the jurisdiction of the Courts of Clearfield County Pa.

And now Sept. 10th A.D. 1886 it appearing that Albert G. Hopkins, one of the defendants, resides in the City of Bock Haven Pa. without the jurisdiction of this Court, it is ordered that a copy of this bill be served on him in said City or wherever he may be found in the State of Pennsylvania with notice to appear attached as prescribed by Rule 6 of Equity Practice together with a copy of this order.

David S. Kelso P.J.

Sept. 11th 1886 Service accepted for A. G. Hopkins one of the defendants reserving all legal exceptions.

H. J. Harvey

W. G. Kress

Attorneys for A. G. Hopkins one of defts.

By paper filed 22 Sept. 1886 H. J Harvey and W. G. Kress appear for Albert G. Hopkins one of the above named defendants.

Now 10 Sept 1886 Served personally on Edward A Irvin Mary E Shaw, Margaret J Betts & Wm Betts her husband, Jennie P Arnold & Wm G Arnold her husband, Alexander M Irvin, Nannie B Irvin & Alice M Irvin by giving a copy thereof to each of them, also now 13 Sept 1886 Service accepted for Mrs S. P. Swoope by R D Swoope Atty

So Attest, Geo W Cole Depy Shff

Now By paper filed 3rd. Jany 1887 Pltf dated 31 Dec 1886 Pltf amends his Bill before Answer are filed by adding the name of R D Swoope Esq as party Defendant Ans 3 Jany 1887 amendment Allowed By the Court

By paper filed & dated 5 Jany 1887 R D Swoope Appears for Mrs Susanna R Swoope & R D Swoope two of defendants above named

Now April 16 A.D. 1887 this bill in Equity is hereby discontinued,

Attest
J M Bloom
Depty

McNeely & McBurdy
Solicitors for Pltff

Sept Term 1886

Patterson
A.O. Smith
11th Sept — 4 — 9

M. J. Caldwell

Bill in Equity Praying the Court to grant a preliminary Injunction and afterwards perpetual restraining the said Bells Gap Rail Road Company, R.G. Ford Superintendent of said Rail Road Company, Thomas Lightner Contractor and their employees under them from placing a building for the purpose of a depot or station upon Railroad Street in the Borough of Coalport Pa. and grant such other Relief as to the court may seem proper.

We A.O. Smith and W.H. Patterson attorneys for complainant hereby certify under Rule no ___ of the court of Common Pleas of Clearfield County, that the above case requiring prompt action that we have not had time in which to have bill printed & that there is no adequate remedy at law.

W.H. Patterson — A.O. Smith

Mtg

The Bells Gap Rail Road Co. R.G. Ford Superintendent and Thomas Lightner Contractor

Pro Kerr	2.25
Atty	3.00
Pro Kerr Inj	1.50
Pro Kerr Copys	1.50
Pro Kerr Bond	.50
Sheriff Dale	9.60
Sheriff Dale	9.60
Pro. Kerr	2.50
Pro. Kerr	1.00
Pro Kerr Decree	2.50

Now 11th Sept. 1886 Petition read and thereupon it is ordered that a preliminary injunction issue as within prayed for, which is to be taken as dissolved unless a motion to continue the same be argued before me at the court-House in Clearfield Pa. on Wednesday the 15th Sept. 1886 at 2 o'clock P. M. The writ of injunction not to issue by the Clerk until a bond in $500. with sureties approved by me is filed in the Clerks office.

D. S. Kleck P.J.

11 Sept. 1886 Bond of M.J. Caldwell, J.M. Elliott, W.J. Smith & Peter Neibauer filed in the sum of $1000.- Same day bond approved by D. S. Kleck P.J.

11 Sept. 1886 Injunction issued.-

11 Sept. 1886 I hereby depute Dana Mahaffey to execute this writ.-

Now 13th Sept. 1886 this writ (Bill in Equity) served personally on the within named defendants by giving to each of them a true and attested copy- so on oath answers

Dana Mahaffey.

Now 13th Sept 1886 this writ (Injunction) served personally on the within named defendants by giving to each of them a true and attested copy- so on oath ans-

Dana Mahaffey

24th Sept. 1886 argued b.a.d.-

28th Sept. 1886 Opinion of Court filed dissolving and setting aside the preliminary injunction heretofore granted.

By the Court

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December Term 1886

7 Oct 86	Jesse Oshell		1st Bill in Equity Praying the Court that on the 28th day September 1881 he was the owner of about ninety (90) acres of land in Beecard Township being part of Survey in the name of William Miller and also known as the Blair Surveys and on that date he agreed in writing to Convey to David L. Krebs and A B Shaw the Coal in and upon the same taking in Exchange therefor and as part of the Consideration thereof the surface of a property adjoining owned by Dr. Krebs and A B Shaw reserving the timber thereon 2nd that some time near the latter part of May 1885 (Your orator Cannot fix the date Exactly) the said John Elliot Defendant came to him & desired to purchase the Coal upon Sixty (60) acres of the said ninety acres aforesaid agreeing to give in Exchange therefor and as part of the Consideration thereof the surface of about forty (40) acres of the adjoining land known as John P. Bloom's piece upon which your orator informed him that he had already sold the interest as stated to Krebs and Shaw and that they were already the owners of the John P Shaw piece in reply to which the Defendant said that there would be no difficulty as he had a Contract with Krebs and Shaw and produced a paper which he said was a Contract with them and urged the Plaintiff to make a Contract as aforesaid assuring him that if any difficulty arose he would surrender up the Contract and not Claim to hold the Coal interest
Folding	John Elliot		
Ck # 646	Pro Kerr By Atty	$ 2,50	
	Atty	3,00	
	Pro Kerr	2,50	
	" Kerr	,50	
	" Kerr	,50	
	" Bloom	,50	
	" Bloom	,50	
	" Bloom	1,00	
	Shy Dale By Pro B	1,00	
	" Dale " N B H	5,50	
	Pro Bloom	,50	
	" Bloom	1,50	
(Ck # 646)	Printing Pep Bill & Kerr	10,00	
	" Bloom, Secm	1,00	
	30,50	$30,50	
Rec'd. 10 April 1888 of Defendant by hands of Murray & London Thirty & 50/100 Dollars in full of Above Costs		A M Bloom Pro	3rd Plaintiff not being able to read or write did not or could not Examine or read the Contract or paper alleged to be the Contract with Krebs and Shaw and relying entirely upon the representations made as stated by Defendant thereupon agreeing the Coal in and upon Sixty (60) acres of the said ninety (90) acres to the said Defendant for the Consideration of price of thirty Dollars per acre in Consideration of which Defendant agreed to Convey to Plaintiff forty (40) acres of the surface of the John P Bloom piece adjoining Plaintiffs land and which Plaintiffs desired to use in Connection therewith (the Defendant assuring him that he owned the same and had good right to Convey the same) the balance of the Consideration to be paid in Twenty payments and the price fixed upon the said (40) acres surface was Twenty (20) Dollars per acre for which Plaintiff was upon the representations aforesaid induced to sign an agreement in writing which Defendant procured and which has already filled up 4th That shortly after Executing the agreement aforesaid with Defendant the Plaintiff ascertained

from D.L. Krebs that the said Defendant had no agreement in writing or otherwise with Krebs or Shaw or either of them in relation to either the said John D. Blooms piece or the Coal on the Plaintiffs piece and thereupon Plaintiff went to Defendant and demanded a surrender of the Contract aforesaid between them which demand the Defendant neglected and refused to comply with Your orator prays relief as follows 1st That the Defendant John Elliott be required to surrender and deliver up to him the Plaintiff Jesse Oshall the agreement for the Coal in and upon the (60) acres of land occupied by Plaintiff and Consisting of about ninety acres (90) in Beccaria Township Clearfield County Pa and part of Survey in name of William Miller also known as One of the Blair Surveys which Contract is dated some time near the 1st of June 1885 and that the said Contract be rescinded & Cancelled 2nd That there be such other and further relief granted as may be Just and Equitable and to Your Honorable Court may seem meet and proper

Murray & Gordon
Solicitors for Plff

By paper filed "Now 22 November 1886 I hereby appear for defendant and request the Prothonotary to enter my appearance of record" Frank Fielding Atty for Deft

And now 27 Nov 1886 Plaintiff enters rule on defendant to file his plea answer or demurer within 20 days. Murray & Gordon for Plff

And now 15 Feby 1887 Defendants Attys file demurer with Service of same on Murray & Gordon attys for Plff

On Argument Def'ts Demurer Argt Court 1887 & Continued

And now 9th Feby 1888 this Cause came on to be heard upon Demurrer to Complainants Bill and it was argued by Counsel and After due Consideration thereof the demurer is overruled and the Defendant is required to Answer or plead to the bill within thirty days and in default thereof the Bill shall be taken against him Pro Confesso and the matter thereof proceeded in and decreed Accordingly

A.A. Forest P.J.

And now 23 mar 1888 the Court having on 9th Feby 1888 upon the Argument thereof and in Open Court and in the presence of Counsel for Defendant overruled the Defendant demurer and ordered him to plead or answer within 30 days which time is elapsed the Plaintiff enters herein an order that the bill be taken Pro Confesso in accordance with Rules of Equity practice

Murray & Gordon Attys for Plff

And now 24 mar 1888 an order having been entered by the Reg that the bill be taken Pro Confesso on default of the Defendant to file any plea or Answer within thirty days as directed by order heretofore made in open Court upon the Argument of the demurer and in presence of Counsel for Defendant the facts set forth in the bill are hereby taken and Adjudged as true and it is hereby ordered adjudged and decreed.

1st That the Defendant John Elliott surrender and deliver up to Plaintiff Jesse Oshell or his attorney the agreement for the Coal in and upon about Sixty (60) acres of the land occupied by Plaintiff and Consisting of About ninety (90) acres in Beccaria Township Clearfield Co Pa and part of the Survey in the name of Wm Miller also known as one of the Blaine Surveys which Contract is dated some time near the 1st June 1885 and that the said Contract be rescinded & Cancelled

2nd That the Defendant John Elliott pay the Costs of this proceeding

By the Court

ALL PAGES

FROM

160 TO 161

ARE BLANK

AND NOT

SCANNED

December Term 1886

Wallace Bros	Robert Mahaffey		Bill in Equity praying the Court
200ch	vs		First — That a decree be made by your Honorable
			Court, Commanding and enjoining the said Jacob M.
M to S	Jacob M. Snyder		Snyder to surrender the Deed delivered to him by said
			Robert Mahaffey of the date of 11 Feby, 1884, so that the
			same may be corrected and reformed, and the reservation
			of the timber on said tract of land be made to appear
Pro Kerr		$2,25	dsfully as the same is set forth in the Memorandum
Atty		3,00	in writing dated 3rd May 1867, according to the true intent
Pro Kerr		50	and meaning of the parties to said Contract and deed
" Kerr		50	Second — That the said Jacob M Snyder be restrained
" Kerr		50	and enjoined by Your Honorable Court from Cutting and
" Kerr		25	taking away any of the timber and bark Contemplated
Pro Kerr		1.00	by said reservation from the aforesaid described land
" Kerr		25	during the pending of this proceeding and from Collecting
" Kerr		50	or receiving any of the Money due and unpaid
" Brown		50	for timber and bark reserved as aforesaid taken and
Master's fee $2.25 Pd. to me April 11th 1890. by Robt. Mahaffey. James H Kelley			Sold from this land at any time previous the the filing of this bill
			Third — And that Your Orator may have such other and further relief as to Your Honorable Court may seem meet and and Equity may require — Wallace Bros
			Solicitors for Complnt
			Nov 29 Oct Service accepted for the Defts.
			Murray & Gordon for Defts
			Nov 19 Nov 1886 we hereby appear for defendant & direct this our appearance filed of record — Murray & Gordon
			Attys for Defts
			And now 20 Nov 1886 it appearing that due notice of the time of filing bill in the above Stated Case was duly given to the Defendant by his Attys, and an appearance having been entered for Defts by his attys on the 19 Nov 1886 Plaintiff enters rule on Defts to file his plea demurrer, or answer to the bill as above Stated within thirty days after Service of this notice, or in default thereof bill to be taken pro Confesso — Wallace Bros.
			Atty for Plff
			Nov 20 Nov 1886 issue & Service of rule waived with same effect as if regularly issued and Served — Murray & Gordon
			attys for Defts
			Nov 23 Dec 1886 Answer of Defendants filed with Service accepted on same by Wallace Bros
			To the Answer of Defts filed in the above Stated Case the Plff. joins issue on the matters alledged in said Answer 27 Dec 1886 — Wallace Bros. for Plff
			Nov 13 Jany 1887 by paper filed. upon Agreement of Counsel for Plff & Defts. James H Kelley Esq is Appointed Master and Examiner to hear the testimony and report the facts with the law and decree to the Court — By the Court

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December Term 1886

Herrow	E A R Clark		Bill in Equity, praying the Court
			First. That the Sheriff of Clearfield County and
6 Nov	3	3	his deputies may be restrained from executing
H C Rutz	James S Smith		said Writ of Habeas Facias Possessionem until
			the lines of said One hundred Acre definitely
			Known and fixed by law and the respective
			rights of Your Orator and the defendant may
			be ascertained
Pro Kerr fee Kerr		$2.25	Second. That your Orator may have such other
Atty		3.00	and further relief as Justice and Equity may
Pro Kerr		50	require and as may seem meet to your Honorable
" Kerr Rule		60	Court D S Herrow
" Kerr		1.50	Atty for Plff
" Kerr		1.00	And now 5 Nov 1886 I hereby Certify that in my
			opinion Complainant has no adequate remedy at
			law for the injury complained of and proposed to
			be done him D S Herrin atty for Plff
			And now 6 Nov 1886. Rule is Granted on Jesse E Dale
			High Sheriff and James S Smith Deft. herein to Show Cause
			why a writ of injunction should not issue restraining and
			injoining the Execution of a certain Writ of Habeas
			Facias Possessionem issued at the suit of said James
			S Smith is plaintiff and E A R Clark is defendant
			Execution of said Writ stayed in the Meantime, until
			this Rule is disposed of.
			Rule Returnable the 20th Nov 1886. By the Court
			Now 23 Nov 1886 Opinion of the Court filed
			discharging the rule to Show cause
			By the Court

Feby Term 1887

Sarah W Smith, widow

W & W & Mc. — J Wilbur Smith
Alice E Smith, also
Annie M Smith, Franklin
M Smith & Myra V Smith
by their Guardian
J Wilbur Smith of Unionville
Centre Co Pa & Saml. Buck
& Mary Buck his wife for the use
of said Mary of Juniata Co. Pa

24 Dec — 1 — 8

Bill in Equity Praying the Court —

1st That the said Jno H Eberts be restrained by injunction issued from Your Honorable Court from further Cutting or removing any of the timber from the said land until further order of the Court

2nd That the said Jno H Eberts be required to pay to said Plaintiffs such sums of money & damages as Your said Court may determine Plaintiffs are Equitably entitled to have from him an account of his illegal Cutting and removing of timber from said land

3d That partition be made by Your Hhid Court in accordance with law and Equity. And that the share of the said Complainants in said property be duly set out to them so that they may have and hold the same together Absolutely and not as tenants in Common with the said John H Eberts and in case such partition cannot be made that the property be disposed of in the manner provided by law to bring such tenancy in Common to an end

4th That Your orators may have such other and further relief as to Your Honorable Court may seem meet and as equity may require

Now 24 Dec 1886 Plff Atty files Affidavits of J Wilbur Smith & Simon Thompson on part of Plff on their Application for an injunction

Now 24 Dec 1886 Bill read and thereupon an injunction is awarded preliminary now and to be taken as dissolved unless a motion to Continue the Same be Argued before me at the Court House in Clearfield on the 3rd day Jany 1887 at 2 Oclock P.M. said preliminary injunction to issue for the restraint of Defts By the Court

Now 24 Dec 1886 Injunction Issued

Now 8 Jany 1887 Opinion of the Court filed on the motion to Continue the Injunction, allowing the Defendant to give bond with surety in $300 - to be Approved by the Court or a Judge thereof & permission is given him to remove the timber already cut & restraining him from cutting or removing any other timber 12 inches or upwards in diameter at the Stump & directing that a decree be prepared accordingly

By the Court

By paper filed dated and Approved 8 Jany 1886 See Bond of Defendant in $300 - as per above order

By paper filed & dated 16 Feby 1887 Murray & Gordon direct the Prothy to enter an Appearance of Record by them for Defendant

Now 9th July 1887 Plff enters Rule on Defendant to file his Plea Demurrer or Answer within 30 days from Service of rule. McEnally & McCurdy atty for Plff

Now 9th July 1887 Same Rule on Murray & Gordon attys for Defts by giving them a true & attested Copy

Sowers S.C. & Dan Shaw

John W. Eberts
of Boggs Tp. Clearfield Co. Pa

Pro Clerk By Atty 2.25
Atty 3.00
Pro Clerk .50
" Kerr 1.50
" Kerr Insf by Atty 1.25
Sheff Dale " by Plff & Def 3.50
" Bloom 1.50
" Bloom .25
Shf Dale by Plff atty & Def 1.00
Pro Bloom .25
" Bloom .25
" Bloom .50
Sheff Dale by Plff atty & Def 1.00
Pro Bloom .60
" Bloom 1.25
" Bloom .50
" Bloom .50
" Bloom .50
" Bloom .60
" Bloom .50

Now 5th Aug 1887 Answer of Defendants filed with Service accepted on same by McEnally & McCurdy

Now 5th Aug 1887 Plaintiffs Attys file their replication to Defts Answer

And now 12th Nov 1887. on motion of Murray & Gordon Attys for Defendants S V Nelson Esq is appointed Master to report the facts the law and the form of a decree in this case

By the Court

Now 19th Dec 1888 Defendant above named Enters Rule on Plaintiff to close taking of Testimony in above case within 30 days as per Rules of Court

Murray & Gordon Solicitors for Defts

Now 4 March 1889 Amendment to bill filed. Now 4 March 1889 this Amendment allowed and parties allowed to proceed and take testimony Subject to the Rules and orders of Court

By the Court

D. L. K. P. J.

Feby Term 1887

O.T.S

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Susan Beam Adm Jesse Beam her husband. Rebecca Shirey Adm Fletcher Shirey her husband Sarah Green and William Green her husband

2 c

William Woolridge John A Woolridge Adm Ashley E Woolridge

Bill in Equity Praying the Court

First That an injunction preliminary now perpetual hereafter restraining the said William Woolridge John A Woolridge Adm Ashley E Woolredge the Above named respondents Adm each of them. their and each of their workmen Servants and employees from further entering upon And Cutting or removing from the the aforesaid land Any timber Standing or growing thereon and from removing from said premises Any timber whatever

Second That the said William Woolridge be restrained from Selling Any of the timber trees Standing upon said premises

Third That the Court make an Order Compelling the said William Woolridge John A Woolredge and Ashley E Woolridge to account for such damages as Complainants have Sustained by reason of the aforesaid Acts of Waste or other wrongful or illegal acts of respondents And Also for such timber as respondents have taken from said premises and Converted to their (respondents) own use

Fourth That Your Complainants may have Such further and other relief as to Your Honorable Court may seem Meet and equity may require

We herby Certify that in our opinion the Complainants have no adequate remedy by action at law, and that there has not been sufficient time to print this bill in the usual form

Orvis & Snyder
Attys for Complainants

Pro Bloom	$ 2,25
Atty	3,00
Pro Bloom	1,00
" Bloom	,50
" Bloom	,50
" Bloom	50
" Bloom	,25
" Bloom Injunc	1,25
Shff Dale Bill Q R 4 B	3,20
Shff Dale Inj	3,60
Shff Dale Notice	3,20
Pro Bloom	,25
" Bloom	,25
" Bloom	1,50
" Bloom	,25
	$ 18,50

Recd 9th April 1887 of Jesse Beam Eighteen 50/100 Dollars being the above Cost. Less Atty Fee A. M'Bloom Pro Pro

27 Jany 1887 Copy of Bill filed with the usual order for Defts to appear in 14 days from service or Magnum Pro Confesso will be taken and decree entered Against them in their Absence

And now 26 Jany 1887. Bill read and thereupon a Prelim. many injunction is ordered to issue enjoining & restraining the respondents their Servants Workmen and employees from Cutting and removing said timber on the lands described in said bill and from selling or otherwise disposing of the same this injunction to be taken as dissolved unless motion to Continue the same be Argued before me at the Court House in Clearfield Pa on Saturday the 5th Feby 1887 at 10 oclock A.M. 5 days notice of the time and place of argument to be Served on respondents. Bond in $500— with Surety to be Approved by a Judge and to be filed with Clerk before the injunction Shall issue David L Krebs P.J.

By paper filed dated and Approved 27 Jany 1887 see Bond of Plaintiff with James L Stewart & Dr Ai Thom in the Sum of Five hundred dollars ($500) Conditioned as per Above order of Court

Now 27 Jany 1887 Injunction Issued

Now 28 Jany 1887 Served Bill preonally on within named Wm Woolridge & Ashley E. Woolridge by giving each a true and attested Copy and on Jno A Woolridge by leaving a true and attested copy at his residence with an adult member of his family Sworn J. E. Dale Shff.

May Term 1887

Mg	Charlotte Mays by her next friend Philip Erhard	Bill in Equity praying the Court 1st That an injunction may issue preliminary now and perpetual hereafter restraining the said
18 Feby	1	John B. Mays Defendant from assigning Con-
	John B. Mays	veying or encombering said tract of 23 acres of land described in paragraph 5th of this bill & from placing upon record the deed to him for the same
Pro Bloom By Atty	2,25	2nd That the said John B Mays defendant be
Atty	3,00	required to Convey to Your Oratrix or to some
Pro Bloom	1,00	person in trust for her, her heirs and assigns
" Bloom	,50	the said tract of 23 acres of land and that the
" Bloom	,50	title thereto be Adjudged to be in your oratrix
" Bloom	,25	3d That Your Oratrix may have such other
" Bloom Dy	1,25	and further relief as Justice and Equity may
Shff Dale	3,50	require and as to Your Honorable Court may
" Dale	3,50	seem meet and proper
Pro Bloom	1,50	Now 18 Feby 1887 this is to Certify that in our Opinion
" Bloom	,25	this Case is of such a Character that the Plaintiff
" Bloom	1,00	has no Adequate remedy at law
" Bloom	,60	Murray & Gordon Solicitors for Plaintiff
" Bloom Rec	,50	Now 18th Feby 1887 Copy of Bill filed with the usual
Shff Dale	1,50	order for Defendant to Cause an Appearance to be
	21,10	entered for him in 14 days or Judgment taken
less Atty Mays	5,25	Pro Confesso and decree entered against him
	$15,85	in his absence
Rec'd of Charlotta Mays by hands of A F Bloom Fifteen 85/100 Dollars the Above costs as Stated	A M Bloom Pro	And now 18th Jany 1887. Bill read and thereupon it is ordered and decreed that a preliminary injunction issue enjoining and restraining the said Jno B Mays from Assigning selling Conveying or in anywise en Cumbering the tract of land within described pending the determination of this injunction the same to be taken as dissolved unless a motion to Continue the same be argued befor me at the Court House in Clearfield on the 19th day of March 1887 at 10 oclock A.M. of said day five days notice of this injunction order and of the time and place of hearing motion to Continue the Same to be given defendant. Bond in $300 to be filed before writ shall issue David C Krebs By paper filed dated & approved 18th Feby 1887 See Bond of Charlotte Mays in $300 with Philip Erhard & James McLaughlin Bail for writ of Injunction as per above order Now 18 Feby 1887 writ of Injunction Issued Now 19 Feby 1887 served Bill in this case on Jno B Mays personally by giving him a true and attested Copy & Making Contents known So Ans J C Dale Shff Now 19 Feby 1887 served personally on the within named Jno B Mays by reading & making Contents known So Ans J C Dale Shff On Argument List at April Argt Court 1887 now 11 April 1887 The Injunction having been Continued to this day the Motion to Continue the same is fixed for 18th April

Rail road Company" is Amended to read "Cleaqueld and Jefferson Railway Company" Same day Amendment Allowed By paper filed and dated 18 Feby 1887 See Special By the Court order for Service on non resident Respondants By the Court

Now 19th Feby 1887 Injunction Issued

I hereby depute Doc N Crook to Execute the within Bill in Equity So ans J E Dale Sheff

Now 23d Feby 1887 Served Bill personally on Aaron Fries President of the Cleaqueld and Jefferson Rail Road Company by giving him a true and Attested Copy So ans Doc N Crook Dep

Now 23 Feby 1887 Served personally on Chas F Berwind President of the Bells gap Rail road Company by giving him a true and Attested Copy thereof So ans J E Dale Sheriff

Now " day of Feby 1887. I depute Doc N Crook to Serve this writ of Injunction So ans J E Dale Sheff

Now 23d Feby 1887 Served personally on Aaron Fries President of the Cleaqueld & Jefferson Rail road Company by giving him a true and Attested Copy So ans Doc N Crook Dep

Now 23 Feby 1887 Served personally on Chas F Berwind President of the Bells Gap Rail road Company by giving him a true and Attested Copy So ans J E Dale Sheff

Now 12 Feby 1887 This Bill in Equity Served personally on B. B. Ford Supt of the Bells Gap & Cleaqueld & Jefferson R R's at his Office in Bellwood Pa by giving him a true and attested Copy So ans J E Dale Sheff

Served Injunction 12 Feby 1887 personally by reading to and Making known the Contents thereof to R. S. Van Rensaleer Counsel Engineer Thomas Fennel Foreman and Thirty laborers to me unknown all employees of the within named Bells Gap Rail Road Co & Cleaqueld & Jefferson Rail Road Co in Beccaria Twp Cleaqueld Co in the presence of John C Gates and John Grimm So ans David Mahaffey Cons

"W. B. Page 63"

And now 26 Aug 1887. Plffs enter Rule for taxation of Sheff Costs upon Exceptions taken. in accordance with the Opinion of the Court W. E. & W. McCandy Plffs Atty

Now 26 Aug 1887 Service accepted & it is agreed that hearing be had to day before A. M. Brown Esqr, the testimony taken befor him if necessary Mack & Harris Attys for Sheff Dale

Now 26 Aug 1887 Exceptions sustained upon hearing of the parties as to testimony of Sheff Dale as to $32.16 of the Sheff fees for mileage and his bill reduced that much from $36.74 to $4.58

A. M. Brown Esqr

ALL PAGES

FROM

174 TO 171

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AND NOT

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Feby Term 1887

W&M&McG	The Ericson and Clearfield County and New York Short Route Rail Road Company	Bill in Equity Praying the Court. 1 That an injunction preliminary until hearing. and perpetual thereafter be granted by Your said Court restraining the said defendants their Agents and employees from interfering with the Plaintiffs in the possession Constructing and maintaining of their aforesaid Rail Road and Siding and rail road property & franchises located in Clearfield County 2 That Your Orators the Plaintiffs may have such other and further relief as to Your honorable Court may seem meet and as equity may require
11 Feby	3 c	
Murray & Gordon	The Belle Gap Rail Road Company and The Clearfield and Jefferson Rail Road Company	We hereby Certify that in our opinion there has not been sufficient time for printing the foregoing bill Asking for injunction and that there is no remedy at law McEnally & McCurdy Attys for Plffs
Pro Bloom	$2,25	Now 11th Feby 1887 Copy of Bill filed with the usual
Alty	3,00	order for defendants to appear in 14 days or
Pro Bloom	1,00	Judgment Pro Confesso will be taken and decree
" Bloom	,50	entered Against them in their Absense
" Bloom Ent	1,25	And now 11th Feby 1887 Bill read and thereupon
" Bloom	,25	it is ordered that a preliminary injunction
" Bloom	,25	be issued enjoining and restraining The Belle
" Bloom	,50	Gap Railroad Company and The Clearfield & Jefferson
" Bloom	1,25	Railroad Company their Agents servants employees
" Bloom	,50	or Contractors from interfering with entering upon
" Bloom	,25	or in anywise Obstructing the property of the Complain-
" Bloom Inj	1,25	ants as mentioned in said Bill. The Injunction to be
Shff Dale } Rg Pro B	4,55	taken as dissolved unless a motion to Continue
Shff Dale } HBH	36,74	the cause be argued before me at Clearfield on
Pro Bloom	,25	Friday the 25th Feby 1887 at 2 Oclock P.M. writ of
Shff Dale } Rg Pro B	6,50	Injunction to issue only upon filing a bond with
Shff Dale } HBH	13,80	Surety to be approved in Amount by me
Pro Bloom on Enrolling	1,00	David L Krebs P.J.
	$72,62	
Rec'd 19 Sept 1887 of McEnally & McCurdy for Plff's Seventy Two & 62/100 Dollars the above costs in full less Docket Atty fee		Now 11th Feby 1887 Bond in $5000— with Jno Dean & Jno H Boyle sureties Approved & filed and injunction allowed to Issue D L Krebs P.J.
		Now 11th Feby 1887 It is ordered that the within bill & Writ of injunction may be served on Defts out of the County by reading same upon Robert G Ford Superintendent at Bellwood Blair Co Pa or at any place within the State David L Krebs P.J.
		Now 11 Feby 1887 Writ of Injunction Issued
		Now 11 Feby 1887 Affidavits in part of Plff filed
		Now 16 Feby 1887 New Bond Filed by Plaintiffs Atty
		And now 16th Feby 1887 this Bond Approved and it is further Ordered that upon the same being filed with the Prothy that the bond heretofore filed Shall be delivered to the Counsel for the Complainants By the Court
		Now 18 Feby 1887 Plffs Atty files printed bills
		Now 18th Feby 1887 By permission of the Court the name of one of the Defendant Called Clearfield and Jefferson

Now 28 Dany 1887 Served writ of Injunction on William Woolridge & Ashley E Woolridge by reading ans making Contents known ans Dft Jno A Woolridge by leaving a true and Attested Copy at his place of residence with an adult member of his family

So Ans Jesse E Dale Sheriff

Now 28 Dany 1887 Served notice of Motion to Continue Injunction & time of argument on Wm Woolridge and Ashley E Woolridge by giving each of them a true ans attested Copy ans on John Woolridge by leaving a copy at his residence with an adult member of his family So Ans J. E. Dale Shff

Now 7 Feby 1887 Affidavits of Defendants on motion to Continue injunction Filed

Now 7 Feby 1887 Opinion of the Court Filed Setting aside the writ of Injunction D L Krebs P.J.

By paper filed & dated 16 Feby 1887 Murray & Gordon direct the Prothy to enter an Appearance of record for Defendants in this Case

1887 at 10 oclock a.m. Injunction continued until hearing

By the Court

By paper filed & dated 18 April 1887 Replication of Plff filed Now 18 April 1887. This motion to continue preliminary Injunction coming on to be heard It is adjudged ordered and decreed that the Injunction heretofore issued be continued until final hearing in this case

Davis L Knox D.J.

Now Nov 10th 1887 Plaintiff by their attorneys Enters Rule on Defendants to file their plea answer or demurrer within 30 days as provided by Rules of Equity Practice

Murray & Gordon

attys for Plff

Now Dec 6th 1887 served Rule on F.G. Harris and James H Kelly who appear as attorney of Record for said John Barrays so ans J E Dale Sheriff

May Term 1887

O v S	Albert C Hopkins		Bill in Equity Praying the Court
26 Mar	2	C	First That the said Defendant William H Liddle
			as tax Collector of Sandy Township be restrained
	William H Liddle		by an injunction preliminary until hearing
			and perpetual thereafter from Seizing Selling
			or in any other manner interfering with the
			logs of your Orator bearing the marks hereinafter
Pro Bloom by Attys		$ 2,25	discribed Viz Cross and Crown double picket heads
Attys		3,00	and three Zs for or on account of any taxes which
Pro Bloom		1,00	he may have against Andrew Baum
" Bloom		,50	Second That your Orator may have such further
" Bloom		,25	and other relief as may seem to Your Honorable
" Bloom		,25	Court proper and as Justice and Equity may require
" Bloom Dup		1,25	we hereby certify that there has not been Sufficient
Shf Dale Rec'd payt J & Dale		5,50	time to print this bill Orvis & Snyder
" Dale Rec'd Payt J & Dale		5,50	Now 26 mar 1887 Copy of Bill Filed with the
" Dale Rec'd Payt J & Dale		5,50	usual order for Defendant to Cause an appearance
Pro Bloom		,25	to be entered for him in 14 days or Judgment
" Bloom Agt		1,50	Pro Confesso will be taken and decree entered
" Bloom Cert		,30	Against him in his Absense
			Now 26 Mar 1887 Injunction Affidavit Filed
Rec'd 13 June 1887 of Wm Peretz			And now to wit 26 mar 1887 the foregoing bill
Ten & 50/100 Dollars being the above			and Injunction affidavit having been presented read
Cost less Shff Odes.			and considered and it is ordered and decreed that
A M Bloom Pm			an Injunction issue restraining the said de-
			fendant William H Liddle as tax Collector of
			Sandy Township from Seizing Selling or in any
			Manner interfering with the logs of the Plaintiff
			Albert C Hopkins lying or being in Falls Creek
			in said Township or in Sandy Dick Creek in
			said Township which logs are marked ✝ Cross
			and Crown ♧ (double picket) heads & ZZ (three Z's)
			until the further order of this Court This injunction
			to be taken as dissolved as of Course unless a
			motion to Continue the Same be argued before
			me at Clearfield on Wednesday the 6th day
			of April 1887 at two P M Oclock of which at least
			five days notice is to be given to the Defendant
			or his attorney of record. This injunction not
			to issue until the Plaintiff file a bond in the
			Penal sum of Four hundred dollars Conditioned
			to indemnify the Defendant for all damages
			that he may sustain by reason of such injunction
			David L Krebs P.J.
			By paper filed dated and Approved 26 mar 1887
			see Bond of J B Quigley James L Leavy & James
			Mahaffey in the sum of Four hundred dollars
			Conditioned as per above order for Injunction
			Now 26 mar 1887 writ of Injunction Issued
			Now 28 mar 1887 this bill in equity served
			personally on the within named Wm H Liddle
			by giving to him a true and Attested Copy thereof
			So Ans Gill Lose Dep Shff
			Now 28 mar 1887 Served writ of Injunction on the

within named William H Liddle by giving him a true and attested Copy thereof at 12 30/60 P M of said day So Attest H H Cole Dep Shff

now 28 mar 1887 Served notice of the argument of motion to dissolve Injunction on Wm H Liddle by giving him a true and attested Copy thereof So Attest H H Cole Dep Shff

By paper filed & dated 5 April 1887 W C Reitz appears for the Defendant & directs the Prothonotary to enter such appearance of record

On Argument List for April Argt Court 1887

now 26 mar 1887 preliminary Injunction Continued until the further order of the Court Shall be made Opinion to be filed

By the Court

And now 19 April 1887 Opinion of the Court filed & it is adjudged ordered and decreed that the injunction heretofore issued on the 26th mar 1887 be and is hereby made perpetual

By the Court

D L Krebs PJ

Sept Term 1887

Cole | William O'Neil

11 May | 1 | s

Mds | Dr J. D. Maloy and R. J. Hunt

Bill in Equity Praying the Court 1st That the said partnership may be dissolved and that an account may be taken of all and every partnership dealings and transactions both with the said Dr J. D. Maloy and the said R J Hunt and that the said Defendants may be directed to pay to Your Orator what if anything shall upon such account appear to be due to him Your Orator being ready and willing and hereby Offering to pay to the Defendants or either of them what if Anything shall be due from him to the Concern

2nd That an Injunction may issue preliminary at first to be made perpetual hereafter restraining the said Dr. D. J. Maloy and R J Hunt from Selling or disposing of the effects and property of the said partnership or trading or bartering the same away or from Collecting or receiving the partnership debts and that a receiver be Appointed to take Charge of the same and dispose of it for the interest of the parties Concerned and that Your Orator may have such further relief as Equity and good Conscience may require

Now 11th May 1887 Complainant files his Affidavit with printed book having the usual notice for defendants to appear in fourteen days or Judgment Pro Confesso will be taken and decree made Against them in their Absence

I Certify that in my Opinion the case set forth in the foregoing bill is of such a nature that no adequate remedy at Law Can be obtained

A L Cole Atty for Plff

And now 11th May 1887 Bill read & thereupon it is ordered and decreed that a preliminary injunction issue to enjoin & restrain the respondents J. D. Maloy & R. J. Hunt from selling removing or in Anywise disposing of said partnership property this injunction to be taken as dissolved unless a motion to Continue the Same be argued on Friday the 20th. may 1887 at 2 Oclock P.M. of said day before me at the Court House in Clearfield Pa. Injunction not to issue until bond in $500 be filed with Surety Approved by the Court with the usual Condition Copy of this order to be Served at least five days before hearing upon Defts or their Counsel

By the Court

D L Krebs P.J.

By paper filed 2nd June Murray & Gordon Appear for Defendants and direct their Appearance to be Filed & Entered of record

Now 4 June 1887 bond of Plff in $500 with Jno Nihil as surety filed & approved By the Court

Now 4 June 1887 writ of Injunction Issued

Now June 6th 1887 service accepted & written by Defts attys

Evans & Dale Sheff

Pro Beeson $2.25

Alt A L Cole 3.00

Pro Beeson .50

" Beeson 1.00

" Beeson Dep 1.25

Sheff Dale by Pro B H B M 5.90

Pro Beeson .25

Sheff Dale by B & H B M 1.00

Pro Beeson 1.50

" Beeson 17.90 1.00

" Beeson .25

" Beeson 1.00

$18.65

Rec'd 12 Nov 1887 of W C Ray Eighteen 65/100 dollars the above Costs in full A M Beeson Pro

Shff Dale Serv defts $5.30

On Argument List at June Term 1887 Argt Court now 16 June 1887 Opinion of the Court Filed Continuing preliminary injunction

By the Court

And now 14th July 1887. By Consent and at request of Counsel for both Complainant and respondent. Rev James Brennan is Appointed receiver of the property of said partnership of Oneil & Malloy Bond to be given in $1000 for the faithful performance of his duties as such

By the Court

David L Kerr P.J.

By paper filed 1st Nov & dated 31 Oct 1887. the above case is Settled as follows to wit; Wm Oneil the Plaintiff in the above Case Shall receive the sum of One hundred Dollars out of the proceeds of the receivers sale in full of all demands and Claims whatsoever that he may have in the Same W. R. Stuart Shall receive the balance of the funds in the hands of the receiver and Shall pay the outstanding debts of the firm of Malloy & Oneal and Said Stuart Shall have all the outstanding Account ~~of the~~ due and owing to the Said firm of Maloy & Oneal with full power to Collect the same for his own use

And it is further agreed by and between the parties hereto that the above case Shall be discontinued and this agreement Shall be in full settlement of all Claimes and Accounts between the parties to the Above suit and the Prothonotary Shall be authorized to discontinue the Said Suit

Sept Term 1887

Kelly & Mc G	Joseph Hutton	Bill in Equity Praying the Court
3 June	2 3	1st That an Injunction preliminary now and
		perpetual hereafter may issue to restrain the
	John H Smith	said Defendants from Cutting or removing
Fielding	A W Lee James H	any of said timber mentioned in the bill
	Fryer John A Fryer	2d That said Defendant be required to pay and
	George Fryer and	account to your Orator for the injury done
	James Brith	by the Cutting of said timber and other trespasses
		connected therewith and by them Committed on
		said premises
		3d That the Court will grant such other and
Pro Bloom	$225.	further relief in the premises as to Justice
Atty	300	and Equity appertain and may seem meet and
Pro Bloom	50	proper
" Bloom	25	now 3 June 1887 Affidavit of Plaintiff Filed
" Bloom	1,00	We hereby Certify that in our Opinion
" Bloom Inj	1,25	the Plaintiff does not have an adequate
Shff Dale	6.50	remedy at law for the matters Complained of
" Dale Inj	6.50	J H Kelly & Murray & Gordon
Pro Bloom	25	now 3 June 1887 Pffs Atty files Praecipe Book
" Bloom	25	having the usual order for Defendants to Appear
" Bloom	1,50	in 14 days or Judgment Pro Confesso will
" Bloom rules	60	be taken and decree made against them in their
Shff Dale	8.20	Absence
Pro Bloom	50	And now 3d June 1887 Bill read and thereupon it is
" Bloom	1,50	ordered that an injunction preliminary now
" Bloom	25	issue enjoining and restraining the within named
" Bloom	25	defendants from Cutting and Carrying away from
" Bloom	50	the premises within mentioned the timber trees
		now standing or being thereon of the description within
		named. This writ to be taken as dissolved unless a
		motion to Continue the same be argued before
		me at Clearfield Pa on the 11th June 1887 at 10 A M
		five day notice of this order & of the time & place
		of hearing to be given Defendants. No writ to issue
		until Complainant files a bond with Surety in
		in the sum of $500 to be approved by the Court
		By the Court J C Krebs P.J.
		Now 3 June 1887 Compleanants bond with
		James H Byers as Surety for the Sum of
		$500 filed by Pffs Atty and Approved By the Court
		Now 3 June 1887 writ of Injunction Issued
		Now 4 June 1887 served Writ personally on A W Lee
		James H Fryer Jno A Fryer Geo Fryer and James Breth
		by giving each of them a true and attested Copy of same
		So ans J E Dale Shff
		Now June 4th 1887 served Injunction on A W Lee James H
		Fryer John A Fryer Geo Fryer & James Breth by reading
		and making Contents known So ans J E Dale Shff
		By paper filed 13 June 1887 Frank Fielding
		Appears for the Defendants & requests the
		Prothonotary to enter his appearance of
		record Frank Fielding
		Solicitor for Defts

now 13th June 1887 Defendants Attys files motion to dissolve writ of Injunction

And now 18 June 1887 Opinion of the Court filed Continueing the preliminary injunction until further order in that behalf made

By the Court
David L Krebs P.J.

Now 18 June 1887 Plaintiff by his Attorneys enter rule on Defendants to file their plea answer or demurer within thirty days as provided by rules of Equity Practice. Watt Kelley
Murray & Gordon

now 21st June 1887 served Rule personally on James H. Fryer John A Fryer and Geo Fryer by reading the Contents thereof in their hearing and served on James Beth by leaving a true and attested Copy thereof at his residence with an adult member of his family And now 25th June 1887 served personally on A.D Beely garnishee a true and Attested Copy thereof and return N.E.I. as to J.D. Smith
Evans Gow Levee Dep Sheff

now 22 July 1887 Defendants file their Demurrer to Plaintiff bill

On Argument List at next Term 1887.

And now 14 Nov 1887. Opinion of the Court filed Demurer of respondents overruled and it is ordered that respondents file their answer to Complainants bill within thirty days hereof

By the Court

Now 14th Dec 1887 answer of Defendants filed with service of notice of filing on Murray & Gordon & James H Kelley

Now 13th Dec 1887 Replication of Plaintiff filed

ALL PAGES

FROM

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AND NOT

SCANNED

Nov Term 1887

Cole — S W Wilson. George Schwem. A D Tozier David Hoover. H Loeb A L Cole. H S Knarr H H Daley. J O Lithgo, and A W Richie

19 Sept — 1 — 3

H Le Peutz — Sidney Fuller & S L Smith

Pro Bloom	$2.25
Atty	3.00
Pro Bloom	1.00
" Bloom	.50
" Bloom	.50
" Bloom Shf	1.25
" Bloom	.25
" Bloom	.25
Con. Connelly	4.50
Shf Dale	1.00
Pro Bloom	1.50
" Bloom	1.00
" Bloom	.50

Rec of J O Taylor my Cost in above case
A M Bloom

Bill in Equity praying the Court
1st That an injunction may issue preliminary at first and to be made perpetual hereafter restraining the said S. L. Smith and the said Sidney Fuller or either of them or their agents Attorneys or representatives from selling or Offering for sale the said several tracts of land held severally by Your Orator— Bounded as follows Viz: on the South by land of A Smith on the west by land of P. S. Heberling on the north by land of Thomas Wayne John Rumbarger and others on the East by land of H. S. Knarr and others and Containing one hundred and twenty acres more or less and known as the J A Dixon farm and having erected thereon a farm house two barns a log house and outbuildings and various other improvements.
2d. Such other and further relief as in law and Equity they are entitled to have

And now 19 Sept 1887, this bill presented and read and thereupon a preliminary injunction is allowed as prayed for said preliminary injunction to be taken as dissolved unless a motion to Continue the same be argued before me at the Court House in Clearfield on Monday 26th Sept 1887 at 10 Oclock A.M. This injunction to issue on filing a Bond in the sum of $500— Conditioned to indemnify the defendants according to law. Security to be approved by the Court. Five days notice of this order to be served on defendants of the time & place of Argument

By the Court

Now 19 Sept 1887. Plff Atty files printed book having the usual notice for defendant to appear in 14 days or Judgment Pro Confesso will be taken and decree made Against them in their Absence

Now 19 Sept 1887. Injunction Affidavit of J A Dixon & H Loeb Filed by Plff Atty

Now 21 Sept 1887. Bond in $500— with L. A Brady George Schwem. S W Wilson & H Loeb Filed & Approved by the Court as per above order

Now 21 Sept 1887 Injunction Issued

Now by Praecipe filed & dated 26th Sept 1887 H Le Peutz appears for Sidney Fuller Trustee and avers Party to Enter his appearance of Record

Now 17 Oct 1887. Defts Answer to Bill Filed

On argument List at Nov Term 1887

And now 16 Nov 1887. From the defective Character both of the bill and answer in this case and the Affidavits presented. I am unable to ascertain the truth of the Matters in Controversy and to remedy

this I direct that the Answer be printed. Replication to be filed and A.O. Smith Esq Appointed thereupon as examiner with the Powers of a Master in Chancery to take the testimony & report facts and Decree The Injunction Continued until the hearing

By the Court
D.L. Kirk P.J.

Dec Term 1887

M. D. G.	John F. Weaver Esq W. H. Betts	Bill in Equity Praying the Court
17 Oct—	2 3	1. That an injunction be issued against defendants temporary now and perpetual hereafter to restrain said D. J. Neff Trustee Chas R Houtz Trustee and Jesse E Dale Sheriff from Selling or in any manner interfering with the logs and bark levied on and lying upon said Mortgaged premises by Virtue of said Execution issued, or any other writs that may Issue upon said Judgments and to restrain said George A McCormick from cutting or removing any timber from said Morlgaged premises
	George A McCormick D. J Neff Trustee for Harriet Foster Smith v McKee. The Harrisburg National Bank: and Charles R Houtz Trustee for Houtzdale Bank Johnson Buck & Co Indianna Co Deposit Bank. Hanover Saving Fund. Keiser Son & Carl. Second Nat Bank of Altoona John H Buck First National Bank of Altoona. York County National Bank The Harrisburg National Bank. Philipsburg Banking Company and Jesse E Dale Shff of Clearfield Co	2d. That Your Honor will grant such other and further relief in the premises as Justice and Equity may require and to Your Your Honor may seem meet now 17 oct 1887. affidavit of W H Betts presented and marked filed By the Court We hereby Certify that in our Opinion Plaintiff do not have an Adequate remedy at Law for the matters Compleained of in the following Bill Also that said Plaintiff have not had time to get said Bill printed before asking for injunction Murray & Gordon Solicitors for Plff And now 17th Oct 1887. Bill read and thereupon it is ordered that a preliminary injunction be issued enjoining and restraining the said George A McCormick. D. J. Niff Trustee and Charles R Houtz Trustee and Jesse E dale high Sheriff from proceeding to sell or in anywise interfering with logs and bark levied on by Virtue of said writs therein mentioned and to enjoin and restrain the said named respondents from Cutting or removing Any timber from said Mortgaged premises This injunction to be taken as dissolved unless a motion to Continue the Same be argued before me at Clearfield Pa On Monday the 24th Oct 1887 at 11 Oclock five days notice of the time and place of hearing to be given said Respondents Bond in $500 to be filed before writ issued David D Krebs P.J. By paper filed dated & approved 17th Oct 1887 see bond of Plaintiff with H F Bigler & James Kerr as sureties in the Sum of $500— Conditioned as per above order of court Now 17 Oct 1887 writ of Injunction Issued Now 17 Oct 1887 Service Accepted on writ of Injunction by J E. Dale Shff Now 18 Oct 1887. this writ Served personally on George A McCormick D J Neff Trustee & Chas. R Houtz Trustee by reading the Contents known: So Says E W Cole dep Shff

Pro Bloom	$2,25
Atty	3,00
Pro Bloom	1,50
" Bloom	,50
" Bloom	,50
" Bloom Inj	1,25
" Bloom	,25
Shf Dale by Neff H B H	7,50
Pro Bloom Aff	1,50
" Bloom Aff	,50
" Bloom	1,50

By paper filed 22 Nov dated 27 Oct 1887. It is agreed between the parties Plaintiffs and Defendant to above suit that the same be and is hereby submitted to His Honor D L Hoke President Judge of above entitled Court on the bill and Affidavits filed by the parties for final adjudication and decree and the printing of Bill and Answer are hereby waived as well as the Appointment and Submission to a master

Now 22 Nov 1887 Opinion of the Court filed as follows Viz:

This case has been submitted upon the bill as filed & the Affidavits read at the Argument of the motion to Continue the preliminary injunction for final Adjudication and decree. Vide Agreement in writing dated 27 Oct 1887. & filed herewith. No Answer has been filed & therefore the facts set out in the bill & Affidavits are submitted.

The case needs no elaboration but in addition to the facts set forth in the bill it appears by an inspection of the records that the writ of Fi Fa issued by Heaver & Betts is upon a Bond secured by a mortgage as set forth in the bill It further appears that this mortgage is given to secure a balance of purchase money & that in the deed made Cotemporaneously no Authority or right is given to the Vendees to Cut the timber until the purchase money is paid. For this reason we shall Continue the preliminary injunction as to all timber remaining uncut. The timber that is cut will greatly deteriorate in Value unless disposed of Now As to Such I dissolve the preliminary injunction so as to allow the Sheriff to Sell the Same and direct the following distribution of the proceeds of the Sale namely. 1st To the Costs of sale. 2nd To the unpaid labor Claims as may be payable under the "wages Act" of 1872 and its supplements 3d To the writ of Fi Fa issued upon the bond secured by the mortgage as Aforesaid by Heaver & Betts before any is Applied to the other writs

By the Court

David L Hoke, P.J.

Dec Term 1887

McE & McC	John Haas	Bill of Equity praying the Court
	of Sunbury Pa	1. That the said George A McCormick and the said
18 Oct	3	Diehl Administrator of Isaac F Diehl and the said
	George A McCormick	Reese Kintzing Isaac Shaffer Charles Cramer
	of Altoona Pa Isaac	Anson Swan Grant Thurston, John N Buck
	Diehl Administrator	and persons acting in any way under any
	of Isaac Diehl of Blair	right title or authority derived from or
	County Pa Reese Kintz-	under them or from any of them. And also
	ing Isaac Shaffer	their Agents employees and workmen, be
	and Charles Cramer	restrained by an injunction issued out of
	of Lock Haven Pa Anson	Your said from further cutting taking or
	Swan and Grant Thurston	removing from the tract of land Containing
	of Clearfield County Pa	between 400 and 600 acres warranted and Sur-
	and John N Buck of	veyed in the name of Thomas Hamilton
	Williamsport Pa	situate in Chest Township Clearfield Co Pa
		now owned or Claimed by the Plaintiff John
		Haas any hemlock Oak or other trees or logs
		2nd That the Court require the said parties within
Pro Beaver	$2 50	such reasonable time as may be fixed Spec-
Atty Pd us by Pro Blose 24 Dec 89 McEnally & McCurdy	3 00	ifically to perform the said Contract of Septembr
Pro Beaver	1 50	30th 1884. so far as respects the payment of
" Beaver	50	the money due the said Plaintiff for the tim-
" Beaver	50	ber which the said George A McCormick and
" Beaver Def	1 25	Isaac F Diehl as Diehl & Co or the said George
Pro Kelly	30	A McCormick have cut or taken or caused or
Shf Isenberg	1 25	allowed to be cut upon said land under the
Shf Dale By Pro B & H B & K	5 00	name or authority of them or of either of them
Pro Kelly	30	3rd That in the absence of any such arrangement
Shf Isenberg	1 25	Satisfactory to the said Plaintiff or to the Court
Shf Dale By Pro B & H B & K	25 44	as will secure Specific performance of said
Pro Beaver affidavit	75	Contract of September 30th 1884 and a faithful
" Beaver affidavit	1 00	payment of the purchase money due and that
" Beaver affidavit	50	may become due to said Plaintiff According to
" Beaver	25	its terms the Court decree the said Contract
" Beaver	1 50	rescinded. And all the logs and all the
" Beaver	1 50	trees whether Cut down or standing which
" Beaver	50	were on the said land at the time of the
" Beaver Rule	60	death of said Isaac F Diehl to be the property
Shff McCloskey	1 00	of the said John Haas
Pd Beaver	1 25	4th That Your Orator may have such other
E C Eberbach Rec'd Nov 22/90 Atty Subsb	5 00	and further relief as to Your Honorable Court
	57 64	may seem meet and as Equity may require
Rec'd 26 Nov 1889 of Chas Kramer		we hereby certify that in our opinion this
fifty four 64/100 Dollars Above		Case is of such a nature that no adequate
Cost in full as Stated		remedy can be obtained at Law and further
57 64		we certify that there has been time for printing
A M Beaver		this bill asking for an injunction
Pro		McEnally & McCurdy
		Now 18 Oct 1887. Affidavit of F S Fisher on part
		of Plaintiff Presented & read & ordered to be filed
		By the Court
		And now 18th Oct 1887 Bill presented read
		and Considered and thereupon it is ordered
		and decreed that a preliminary injunction

be issued as prayed for in this Complainants bill the same to be taken as dissolved unless a motion to Continue the same be argued befor me at the Court House in Clearfield Pa on the 27th. day of Oct 1887 at 2 P M five days notice of the time & place of this hearing to be served on the respondents writ to Issue upon the filing of a Bond with Surety to indemnify respondents in the sum of $1200—

By the Court—

By paper filed dated & approved 18 Oct 1887. See bond of Plff in the sum of $1200— with F. S. Fisher and W. S. Rhoads as sureties Conditioned as per above order of Court—

Now 18 Oct 1887 writ of Injunction Issued

Now 28 Oct 1887 Affidavit of Wm Lightner filed on part of Plaintiff

" 28 Oct 1887 " " " A. E. Kanarr " " " " " "

" 28 " " " " " Saml Sidman " " " " " "

Now 20 Oct 1887. Served bill in Equity on Jno H Buck & Anson Swan personally by Copy and 21st. Oct 1887. Served personally on Chas Kramer. Isaac Shaffer. & Geo A McCormick by giving each a true Copy & Informing them of the Contents

So Ans J E Dale Shff

Now 20 Oct 1887. Served writ of Injunction personally on John H Buck and Anson Swan by giving each a true and Attested Copy and making Contents known and 21 Oct 1887. Served personally on Chas. Cramer Isaac Shaffer & Geo A McCormick by giving each a true and Attested Copy and making Contents known

So Ans J E Dale Shff

Now 21 Oct 1887. I hereby deputize J G Isenberg Shff of Huntingdon County to execute this writ

J E Dale Shff

Now 22 Oct 1887. Served writ of Injunction in Joseph Diehl one of the Admrs of Isaac F Diehl dec'd. by informing him of the Contents and by giving him a Copy

So Ans J E Dale Shff

Now 28 Oct 1887. Opinion of the Court Filed Continuing Injunction Viz: And now 28 Oct 1887 The Motion to Continue the preliminary injunction having been argued after due Consideration had it is ordered and decreed that the same be Continued so far as relates to the logs and timber still lying or Standing & growing on the Thomas Hamilton Survey mentioned in Complainants bill

By the Court

D L Krebs P. J.

Now 14th August 1888 answer of Charles Kramer filed

His answer served on us by Copy and notice of filing of same served on us aug 13th 1888

McEnally & McCurdy Attys for Plff

Now 6th July 1889 Charles Kramer one of above Defendants Files Enters rule on Plaintiff to file replication or reply in above case within ten days

Murray & Gordon Solrs for Defts

Now 9th July 1889 Served Rule on McEnally & McCurdy Plaintiff Attys who accepts Service for Them

So Ans E L McCluskey Shff

Now 16th July 1889. Replication of Plaintiff filed to answer of Charles Kramer

Now 26th Nov 1889 The application granted The name of F S Fisher is allowed to be entered as a Plaintiff on the record in this Case By the Court

Now Dec. 24th 1889 this proceeding is discontinued by plffs.

Attest

D M Brown Pro

McEnally & McCurdy

Attys for Plff

ALL PAGES

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AND NOT

SCANNED

February Term 1888

Patterson and Harris — Robert Hunter and Sarah M. Hunter

19 Jany — 1 vs

Geo M Bilger and Alex Patterson — Dr C. D. Wood and C & H. Wood

Pr Bloom	$2.25
Atty	5.00
Pr Bloom	1.00
" Bloom	.50
" Bloom	.25
" Bloom	1.25
Shiff Dall	6.80
Pr Bloom	.50
" Bloom Rec	.60
Shiff Dall	5.60
Pr Bloom	.25
" Bloom	.50
" Bloom	.25

Bill of Equity Praying the Court

1st That the said Dr C D Wood or C & H Wood upon the repayment to him of the money expended in the purchasing of the said Real estate at Sheriffs Sale and of the necessary expenses incurred by him in the purchase of the same be Compelled to reconvey unto the said Robert Hunter the said real estate

2d That the said Dr C D Wood Or C H Wood be compelled to remove the Judgment from the ~~record~~ which was fraudulently filed in by him the said Dr C D Wood to wit: Judgment no 485 May Term 1886

3d That such other and further relief may be granted as the Court may deem Just & Equitable

We Certify that in the aforegoing Case, the Case is of such a Character that in our opinion the Plaintiffs have no Adequate remedy at Law

W H Patterson & Frank G Harris
Attys for Complainants

Now 19 Jany 1888 Complainants file their printed Bill having the usual order for Defts to Appear in fourteen days or Judgment Pro Confesso will be taken and decree entered Against them in their Absence

Now 2d Feby 1888 We Hereby appear for Defendants & Reich the Prothonotary to Enter our appearance of record Geo M Bilger and Alex Pattersons Attys

Now 26th January 1888 this writ Served Personally on Dr C D Wood by giving to Him a Certified Copy thereof and Now 28th January 1888 Served Personally on C & H Wood by giving Him a Certified Copy thereof

So Ans Geo S W Cle Dep

Now 29th June 1888 On Motion of W H Patterson and Frank G Harris attorneys for Plaintiff a Rule is granted On the Defendants to file their Plea demurrer or answer to the same Bill within thirty days from service of notice of this rule W H Patterson
Frank G Harris
Plff attys

Now 10th July 1888 Service of within rule accepted by Geo M Bilger attorney for respondents

So Ans Geo S W Cle Dep

Now 9th August 1888 Answer of Respondents filed

May Term 1888

Hagerty	Henrietta Miller		Bill In Equity Praying the Court
			First That a decree be made by your
12 Mar	1	c	Honorable Court directing the specific per-
			formance of the hereinabove recited agree-
	E. E. L. Farnsworth		ment according to the true intent and meaning
			thereof
			Second That said defendant be restrained
	Pro Bloom	$2.25	from disposing of said property to any
	Atty Perm	3.00	other parties during the pendency of above
	Pro Bloom	1.00	Bill in Equity
	" Bloom	.50	Third Such other relief in the premises as
	" Bloom	.25	to your Honor may appear necessary and
	" Bloom	.25	proper
	Sheff Dall	13.20	Now 12 mar 1888 Plaintiff Atty files affidavit
(Cat #1697)	Com. v. D. Mahaffey	2.92	with Bill and printed Book having the usual
	Esq Stevens	.25	order for defendants to cause an appearance
	Pro Bloom	.25	to be entered for him in fourteen days or
	" Bloom Decree	1.50	Judgment Pro Confess will be taken and
	" Bloom	1.00	decree entered against him in his
	Sheff McClosky	5.50	absence
	Pro Bloom	.50	By paper filed & dated 13 July 1888 F. J.
	" Bloom	.60	Shaw Esq appears for Defendant and directs
	Sheff McClosky	$ .90	the same to be entered of record
	Rec'd of W A Hagerty Seventeen		Now 12th July the Bill served personally on E E L Farnsworth
	Dollars on Above Cost		the within named Defendant by giving him a true
	17.50		& attested Copy thereof Adams Gold Cole Dep
	A M Bloom		Now 23 Day 1889 Testimony Filed
	Pro		Now 23 Day 1889 Report of Master Filed
	Appropriated to My Cost		And Now 23 Day 1889 The within report of
	in this case	$ 8.38	A A Adams Master having been read Con-
	To D Mahaffey	2.92	sidered and Approved the Court do Order and
	Bal unappropriated	.62	decree that the Agreement in the pleadings
		17.50	mentioned dated 3d August 1886 be Specifically
	A M Bloom Pro		performed and Carried into Execution and
			that upon the payment & by the said Henrietta
	Rec'd January 12-1893 of		Miller to the said E E L Farnsworth of the Sum
	A M Bloom the sum of Six &		of Forty Eight dollars and twenty Cents less
	23/100 Dollars being the amount		the Cost of this proceedings and the Satisfying
	of items specified item as		by the said Henrietta Miller of Judgment No
	above		628 Sept Term 1885 held by her against the
	E. L. McClosky		said Farnsworth, said E E L Farnsworth do
	Sheriff		make and Execute unto the said Henrietta
			Miller a deed for the land and premises
			in this said bill described
			By the Court
			David L Krebs
			P J
			Now 21st March 1889 Served within writ and copy of Decree
			on the within named Defendant by handing him a true
			& attested Copy of the original
			Adams E L McClosky Sheff
			Now 4th April 1889 Rule granted to Show Cause why
			an attachment should not issue for the body of said
			E E L Farnsworth for Contempt Ret 15th April A D 1889
			at 10 o'clock By the Court

Now 10th April 1884 Served Rule on the within named E & L. Farnsworth by handing them a true & attested Copy of the orginal

Serves E & M. Clerk of Sheriff

May Term 1888

Mdg	Isaac Straw	Bill in Equity Praying the Court
		1st That said two Judgments Nos 187 & 188
1 May	2 ss	December Term 1887. be opened & the just
		Amounts if any due thereon ascertained
Milton {	J. S. Michaels	II That an account may be taken & a
	D. H. Michaels	settlement made of all partnership matters
R.D.Swope	& James Cassidy	of the said firm of Michaels V Straw not
		adjusted by the parties, including partner-
		ship Claims collected & debt paid since
R.D. Bloom	$2.25	dissolution & that said J.S Michaels and
Atty (M.T.S)	3.00	D H Michaels may be directed to pay to
Pro Bloom	.50	Your Orator what if anything shall
" Bloom	1.50	upon such account appear to be
" Bloom	.50	due from them Your Orator being ready
" Bloom writ	1.25	& willing & hereby Offering to pay to them
" Bloom	.50	what if anything shall upon such
" Bloom	1.00	account appear to be due to them
" Bloom	.50	III That said two lots in Westover be
" Bloom	.25	adjudged & decreed to be the property
" Bloom	.50	of said firm & the title to the same held
Sheff Dale by Peff H.B.H	2.75	by said J.S. & D.H. Michaels in Trust &
" Dale by Peff H.B.H	2.75	that they be required to grant & convey
R.W. Bloom	.50	to Your Orator the undivided one third
Masters fee	4.00	part thereof
J.S. Hamma by W.D.B. J.H.B	4.00	IV That an injunction be granted tem-
H.B. Gaulin by W.D.B. J.H.B	5.00	porary now & perpetual hereafter restraining
Peff Witnesses	21.24	said J.S. Michaels & D.H. Michaels from Selling
R.W. Bloom	1.50	disposing of or encumbering said Westover
	125.49	property & from dispossessing or ejecting
		Your Orator therefrom & restraining the
		Defendants from proceeding to Collect said
		two Judgments Nos. 187 and 188 Dec T 1887
		pending proceedings under this bill
		V That your orator may have such other
		& further relief in the premises as Equity
		may require & to your Honorable Court
		may seem meet Murray & Gordon
		Solicitors for Plaintiff
Rec'd of W.D. Bagley Thirteen & 50/100 dollars		now 1 May 1888 Plaintiff files affidavit with
being Atty fee & May Cost in above		bill & Praecipe Book having the usual order
Case D.M. Bloom		for defendants to Cause an appearance to be
Pro		entered for them within fourteen days
		or Judgment Pro Confesso will be taken
		& decree entered against them in their
		Absence
		And now 1 May 1888 Bill presented & read
		& thereupon it is ordered & decreed that an
		injunction preliminary now enjoining and
		restraining the said J.S Michaels & D.H Michaels
		from selling or disposing of or incumbering
		that certain real estate particularly described
		in the within bill of Complaint & from disposing
		and ejecting the Complainants therefrom
		This injunction to be taken as dissolved unless

a motion to continue the same be argued before me at the Court House in Clearfield on monday the 11th day of June 1888 at 2 oclock P.M. And that a Copy of this order and a copy of the bill of Complaint be served on the Defendants at least 10 days days before the day fixed for said Argument This Injunction not to issue until a bond be filed with sufficient surety in $500 — Conditioned for the indemnifying of Defendants

By the Court

Moro may 11th 1888 I hereby appear for J. H. Michaels and D. B. Michaels —

A. O. Wilson

And now 2d June 1888 It appearing that the order of the 1st May 1888 Omitted that part of the prayer of the Compelamant relating to the Judgments Nos. 187 & 188 December Term 1887 It is now ordered that the said Defendant and James Cassidy be and are hereby restrained from proceding by writs of Fi Fa or otherwise from levying upon or selling the personal property or real estate of said Compelamants pending the determination of the preliminary injunction heretofore issued and the writs of Fi Fa heretofore thereon are hereby stayed pending the determination of Injunction

By the Court

D. C. Krebs P.J.

By paper filed dated and Approved 2 June 1888 per Bond of Enoch Strawn & the Defs in the Sum of five hundred ($500) dollars Conditioned as per above order of Court

Now 19th June 1888 I hereby appear for Defendants and direct my appearance Entered of Record

Roland D. Swoope Solicitor for Defts

Now 20th June 1888 Defendants by their attorneys filed printed answers to the above Bill in Equity &c

Now 20th July 1888 Plaintiffs Replication filed

Now Sept 27th 1888 In accordance with agrument of Counsel the Court Appoint W. D. Bigler Esq Master in above case to report the facts the law and form of decree in accordance with rules of Equity practice

By the Court

Now 6 Dec 1888 The above Case Settled see paper filed as follows: —

September Term 1880

Mc Queen	John C Mitchell		Bill in Equity Praying the Court
			1st That the deed made on the 18th day of March A.D
28 June	1	vs	1880 be reformed so as to Conform to the intention
			and understanding of the parties by Excluding
	David P. Heaver		from the description therein reserving therefrom the
			lot of ground deeded to the Church Trustees and as
			described in the deed of Dec 22nd mentioned in
Pr Bloom		$2.25	Section 2 of the Bill
Atty		3.00	2nd That your Orator may have such other
Pr Bloom		1.50	and further relief in the premises as Justice and
Sheff Dale by Peff H B H		6.70	equity may require and to your Honorable Court
Pr Bloom		.50	may seem meet M L McQueen
" Bloom		.50	Atty for Complainant
" Bloom		.50	Nov 28th June 1880 Plaintiff files affidavit with
			Bill and Printed Book having the usual order for
			Defendant to have or cause an appearance to be
			entered for him within fourteen days or Judgment
			Pro Confesso will be taken by decree entered against
			them in their absence
			Nov 28th June 1880 this writ served on the within
			named David P. Heaver by leaving a true & attested
			Copy thereof at his residence with an adult
			member of his family Sworn to & Subscribed

Sept Term 1888

Hagerty	James N. Burchfield	Bill in Equity Praying the Court
6 Aug	2	1" That an account be taken of all the said
		Partnership dealings and business transactions
McEnally	J. Boynton Neeling	from the Commencement
		2" That the defendant Shall Surrender and deliver up
		to Your Orator the note for $1825.00 which he has
		never returned to your Orator
Pro Bloom	$ 22/5	3" That the Defendant be required to pay
Ally	3.00	over and account to Your orator all moneys
Pro Bloom	.50	that are due to him arising from their part-
" Bloom	1.00	nership business and transactions heretofore
" Bloom	25	set forth
Shuff Dale	1.40	4" That Your Orator may have such other
Pro Bloom	.50	and further relief in the premises as Equity
" Bloom	.25	may require
" Bloom	1.25	I hereby Certify that in my opinion the
" Bloom	.50	Complainant herein has not an adequate
" Gengerig	50	remedy at law W A Hagerty solicitor
" Gengerig Rec'd	.60	Now 6th Aug 1888 Complainant files his affidavit
		with printed Book having the usual notice for
		the Respondent to Appear in 14 days from
		service or Judgment Pro Confesso will be taken
		and decree entered against him in his absence
		Now Augt 24th 1888 We do hereby appear for
		J Boynton Neeling the Defendant in the above
		entitled Case McEnally & McCurdy
		Solicitors for Defts
		August 13th 1888 served personally on J B.
		Neeling by giving him a true Copy thereof and
		making Contents Known to him
		Adams J Elder Shuff
		Now 30 Sept 1889 Answer of Defts Filed
		Now 25th Oct 1889 Replication of Plaintiff filed
		"WB Page 256" And now 24 Feby 1890 on motion of
		N D Bigler Esq is Appointed Examiner with
		the powers of a master to take testimony and Report
		the facts and the law to the Court in the above cause
		in Equity By the Court
		Now 28th Dec 1893 The Defendant by his attorneys
		McEnally & McCurdy Enters a Rule on the Plaintiff
		to close the taking of testimony on Speak of Plaintiff
		within thirty days after Service of this Rule
		McEnally & McCurdy
		Attys for Defts
		Now 26th Dec 1893 Service accepted on within Rule
		and personal Service waived W A Hagerty
		Atty for Plff

September Term 1888

Judeny — Frank Fuleny Guardian of Thos. D Rafferty John Y Rafferty and James L. Rafferty

9 augh — 3 — 05

Mrs Jane Clark Widow
James B Clark Joseph Clark Augustine Clark Mary Yost formerly Mary Clark and her husband Harry Yost Margaret Draucker formerly Margaret Clark and Perry W. Draucker her husband Sarah Arick formerly Sarah Clark & Georges Arick & her husband and William Clark

Bill in Equity Praying the Court
1st That a Commission do issue out of your Honorable Court to divide Separate and allot to your Orator the one undivided Eighth part of the said tract of land to be held owned used and enjoyed by your Orator or his Successors as Guardian or by his Wards Separately and apart from the balance and remainder of said land
2nd That an account be taken between your Orator and any of the Defendants who have cut or removed timber from said land or other avails or Crops to which your Orator is entitled to a part as aforesaid and that such defendant or defendants be required to pay to your Orator his shard of the Value thereof belonging to his said wards
3rd That your Honorable Court may do such further Order and grant such further relief as will seem to your Honorable Court proper and as Justice and Equity may require in the premises

Nov 8th August 1888 the Complainant files his affidavit with printed Book & having the usual notice for the Respondant to appear in 14 days from service or Judgment Pro Confesso will be taken and same Entered against them in their absence

Nov 29th August 1888 I duly appear for Defendants Generally and Reserving all legal Exceptions
J. M. McKenrick atty

Nov 20th August 1888 Service on Sarah Arick and Georges her husband by leaving Certified Copy at their place of Residence with an adult member of their family and august 21st 1888 Served personally on Margaret Draucker & Perry Draucker Joseph Clark & William Clark & Mrs Jane Clark (widow) Mary Yost and Harry Yost her husband by giving each of them a Certified Copy and on Jas. B Clark & and Augustine Clark by leaving a Certified at their place of residence with an adult member of their family
Do ans J. E. Dale Shiff

Nov to wit 13th April 1889 Frank Fuleny Guardian the Plaintiff in this Case Duely Enters Rule on the Defendants to file their demurer plea or answer in the above within thirty days after the Service of this rule on the Defendants Respectively in accordance with the rules of Equity practice
Frank Fuleny Solicitor

Nov 13th April 1889 Served within rule on J. M. McKenrick Esq who accepts service for Each and Every one of the within named Defendants Do ans E. M. Clarky Shiff

Nov to wit: 2nd day of July A D 1889 It is agreed that the bill in this Case be taken Pro Confesso and that a decree quod partitio fiat may be made in accordance with the prayer of the petitioner and that a master may be appointed to make Partition of the land described in the bill in pursuance thereof and in accordance with

Pr Bloom	$2,50
atty	3,00
Pr Bloom	1,50
" Bloom	,50
" Bloom	,50
" Bloom	1,25
Shiff Dale	10,36
Pr Bloom	,50
" Bloom	,00
Shiff McClosky	1,00
Pr Bloom	,50
" Bloom	1,50
" Bloom	1,50
Masters fee	10,00
Pr Bloom	,50
" Bloom deere	1,50

Equity Practice J. M. McKennick attorney for Defendant
Now 2d July 1889 Judgment of Pro Confesso allowed
By the Court

And to wit the 2d day of July A.D. 1889 By Consent of parties in interest as appears by the records of this Case a decree quod partitio fiat is duly made & allowed in accordance with the prayer of the petitioner and it is duly Ordered adjudged and decreed that Partition of the real Estate in the bill mentioned be made in accordance with the prayer thereof. and that the one undivided eighth part of the lands in said bill described being the interest thereof formerly owned by John Clark Shall be surveyed ascertained allotted and set out to the plaintiff in this bill and when the same shall have been done in pursuance of the laws of the Commonwealth in such cases made and provided and in accordance with the rules of Equity Practice the same may be confirmed and if Enjoyed by the heirs at law of John B Rafferty deceased to them their heirs and assigns forever
By the Court
D L Krebs P.J.

And now to wit July 2d 1889 decree of quod partitio fiat having been made by Consent in this Case the Court duly appoints Thomas H Moore master to make partition of the lands in the bill mentioned and described if the same can reasonably be done without prejudice or to spoiling the whole and to survey allot without dower and set apart unto the plaintiff in this Case for the use of Thomas D Rafferty James L Rafferty and John Y Rafferty the one undivided eighth part of the said land to be held owned used and enjoyed by them their heirs and assigns forever in accordance with the prayer of the petitioner and to make report thereof to the Court and if the same cannot be so devided without injury to or spoiling the whole then to appraise and Value the same in the manner provided by law
By the Court
D L Krebs P.J.

Report filed 2 Sept 1889 of Thomas H Moore master

And now to wit the 9th day of Sept 1889 The report of Thomas H Moore master appointed by the Court to make partition in this case having been filed and no Cause having been shown to the Contrary the same appearing to be just and Equitable it is duly ordered adjudged & decreed that the report of said master in this Case shall be and is duly approved & confirmed absolutely so as to remain firm and stable forever and the One undivided Eight part of said real Estate as mentioned and described in the report of said master having been by said Master Allotted and set apart unto the plaintiff in this Bill to wit: Thomas D Rafferty John Y Rafferty and James L Rafferty acting by their Guardian in and by Deeding the same shall be held by them their heirs and assigns forever Separate and apart from the balance of said tract of land the same being bounded & described as follows: Beginning at a Stone Corner of land of James B Clark; thence along line of land of James B Clark North 83¾ degrees West 16 perches to a post; thence along land of William Clark Estate North 3 deg East 69 perches to a Chestnut grub; thence by land formerly of Patrick Daley South 83¾ deg East 16⅝ perches to a post on line of land of J Rafferty Estate; thence by land of said J Rafferty Estate South ½ degree West 69 perches to Stone and place of beginning. Containing seven acres; the same to be as aforesaid held used and enjoyed by the said Plaintiff in said Bill as their Separate property in fee Simple. And it is further Ordered adjudged and decreed that the parties to the Bill pay the Costs of this proceeding Each the One Eighth part thereof
By the Court
David L Krebs
P.J.

Sept Term 1888

Nos 1 to 6	Frank. Fielding Clement N Smith &c A.B. VanValzah	Bill in Equity Praying the Court 1st That the said Thomas White and Benner Walker and Andrew Rankin and all persons under them be restrained by a writ of Injunction issued from your said Court from further trespassing or entering upon the aforesaid land of the Plaintiffs &c preventing or hindering said Plaintiff their workmen or employees in useing or working the said land &c in harvesting and managing and disposeing of the hay &c grain aforesaid Cut or growing upon the same and Also from hundering Plaintiff from taking &c disposing of such of said hay &c grain as was stored on the said Rider or McGovern place
14 Aug	4 cs	
Sworn	Thomas White Benner Walker &c Andrew Rankin	2nd That the said Thomas White & Benner Walker be required by order of Court to pay and make good to your Orator the Plaintiffs all such damages, to be ascertained by the Court as have arisen or may arise from their illegal acts and Conduct in respect to said property 3rd That the said Benner Walker be required to perform his Contract of 26th July 1888 4th That your Orators may have such other and further relief as to Your Honorable Court may seem meet &c as Equity may require W Ewnally & McCurdy Attys for Plff
Pro Bloom	$2,25	
Atty	3,00	
Pro Bloom	1,00	
" Bloom	,50	
" Bloom	,50	
" Bloom	,25	
" Bloom writ	1,25	
Shff Dale	3,20	
Shff Dale	6,90	
Pro Bloom	,25	
" Bloom	1,50	
" Bloom Affidavits	1,00	
" Bloom	,50	
" Bloom	,25	
Rec'd of Plff 29 July 1893 nine dollars in full of my cost in above case A McBroom Pd		We Hereby Certify that in our opinion this case is of such a nature that no adequate remedy can be obtained at law. And further that there has not been sufficient time for printing the foregoing bill asking for an Injunction W Ewnally & McCurdy Plffs Attys
		Now 14 aug 1888 Affidavits for Plff of James Kyler and John A Barnes Filed presented & read
		And now 14 aug 1888 This Bill presented & read and thereupon it is adjudged and Ordered that a preliminary injunction issue enjoining and restraining the said Thos. White Benner Walker and Andrew Rankin from further trespassing or entering upon the lands of Frank Fielding C N Smith and A.B. VanValzah and preventing or hindering the said Complainants their workmen agents or employ- from working on said lands and in harvesting managing and disposing of the products thereof and that upon the farm known as the Rider or McGovern farm. This Injunction to be taken as dissolved unless a Motion to Continue the same be argued before me at the Court house in Clearfield Pa on Saturday the 25th Sept 1888 at 2 Oclock P.M., Five days notice of the time and place of hearing to be Served on Defendants. No writ to issue until Bond in ($300) Three hundred Dollars be filed with surety to be approved By the Court D L Krebs

By paper filed dated & Approved 14 Aug 1888 Def. Bond of Plff with W D Bigler & John F Irwin in the sum of three hundred dollars (300) As per order of Court ordering writ of Injunction

Now 14 Aug 1888 writ of Injunction Issued

Now Augt 25th 1888 I hereby appear for Defendants in the above named and direct my appearance entered of record R.D. Swope Atty for Defts

And now 16 Aug 1888 this Bill in Equity served on Thomas White & on Benner Walker be leaving Certified Copies thereof at their residence with an Adult member of their families & served personally on Andrew Rankin by giving him a Certified Copy thereof So Ans G W Cole Dep Shff

And now 16th Aug 1888 this writ served on Thomas White & on Benner Walker by leaving a Certified Copy thereof at their residences with an adult member of their families & served personally on Andrew Rankin by reading So Ans G W Cole Dep Shff

And Now 25 Aug 1888 After hearing the testimony & Arguments by Counsel both for Complainants & respondents on the 25th Aug 1888. [the date the 25th Sept 1888 in the Order awarding this Injunction & in the notice being an error & respondent being desirous of being heard on the 25th Aug 1888] It is adjudged ordered & decreed that the preliminary Injunction heretofore issued be and is hereby Continued until further order made

By the Court

Now 15th Feby 1889 Answer of Defendants filed by R.D. Swope Solicitors for Defts

Answer Service on 15th Feby 1889 & also ten Copies of this answer left with

M. O'Grady & M.D. Grady Solrs for Plff

Now 4 Sept 1889 Plff Replication filed to answer of Thos White & Benner Walker

ALL PAGES

FROM

208 TO 209

ARE BLANK

AND NOT

SCANNED

Sept Term 1888

Surrope
10 may 1893

M to C	Isabella J Green		Bill In Equity Praying the Court
			First That the Defendant be restrained by an
16 Aug	5	3	Injunction preliminary now and perpetual hereafter
Wilson	Sylvester Lowry		from Conveying said premises or transfering or
			disposeing of or encumbering the same or any
			part thereof and from instituting any proceding
Pro Bloom	By Atty	$2.25	for the Summary recovery of possession in
Atty		3.00	pursuance of the notice Served the 13th day of
Pro Bloom		1.00	June 1888
" Bloom		25	Second That defendant be required to Convey said
" Bloom		50	premises to Your Oratrix upon payment by her
" Bloom Inf		1.25	of the money advanced by said defendant on
" Bloom		50	account thereof with Interest thereon
" Bloom affidavit		1.35	Third Such other and further relief in the
" Bloom atty &c		1.50	premises as equity may require and as
" Gregory		50	may be just and right
" Gregory		50	now 15 aug 1888 Plff to file Affidavit
" Gregory rules		.60	with Bill having the usual order for deft
Sheff Cardon		2.50	to cause an appearance to be entered for
Sheff "		1.50	him in 14 days from service or bill will
Pro Gregory		.50	be taken Pro Confesso and decree entered against
" "		25	him in his absence
" Gregory		1.50	now 15 aug 1888 Affidavit of A E Green filed
			And now 13 aug 1888 Bill presented and read and thereup-
			on it is ordered that a preliminary injunction
			issue to restrain and enjoin the defendant from
			selling and Conveying the property described in the Bill
			or from encumbering the same or proceeding to
			recover possession of the same. This Injunction
			to be taken as dissolved unless a motion to
			Continue the same be argued befor me at the
			Court House in Clearfield on Saturday the 25th aug
			1888 at 10 oclock A.M. Five days notice of the
			time & place of hearing to be served on Defts
			Injunction not to issue until Bond in
			Two hundred ($200) Dollars with Approved Surety
			be filed By the Court
			Now 15 aug 1888 Bond of Plff with A E Green
			& Orange Thurston as Sureties Approved by the
			Court filed for writ of Injunction
			Now 15 aug 1888 writ of Injunction Issued
			Now 16 aug 1888 Service accepted of Bill and of
			Notice of hearing of Preliminary Injunction and
			personal notice waived S V. Wilson Atty
			for Sylvester Lowry
			By paper filed & dated 16th aug 1888 Smith V Wilson
			Appears for Sylvester Lowry in above case and
			directs the prothonotary to enter the same of
			record Smith V. Wilson Dept Atty
			Now 16 aug 1888 Service accepted of Bill
			and of Notice of hearing of Preliminary Injunction
			and personal notice waived S V. Wilson
			Atty for Defts
			Now 16 aug 1888 Service accepted of this and

and personal service waived S V Wilson
Atty for Defts

And now 27 Aug 1888 Opinion of the Court Filed dissolveing the writ of Injunction in this Case

By paper Filed 10 May 893 R D Swoope Appears for the Plaintiff and directs that his Appearance be entered of Record

And now 10 May 893 Plaintiff enter a Rule on Defendants to file his plea Demurrer or Answer within 30 days ~~a~~ According to Equity Rules

Now 10 may 1893. Servis accepted & personal Servis waived. R. D. Swoope Atty for Plff
S.V. Wilson Atty for Defts

Now 10 may 1893. I returns this Rule Served on S.V. Wilson Atty for. S Curry

Now 19 May 1893. Answer of S.V. Wilson Atty for Do ans. H. M. Cardow Sheff for Sylvester Curry to Rule Served. filed.

Now 19 May 1893. affidavit of D J Quigley that papers case not be found.
Filed

Now. 1 June 1893. Defendant files Demur dated 29 May 1893.

On argument List at August Argument Court 1893 & Continued

Nov 17th Oct 1893 Demurrer Sustained and Bill Dismissed
By the Court

September Term 1888

McE & McL	William A. Wallace John Beyer and Samuel Kirk		Bill in Equity Praying the Court First To adjudge order and decree that partition be made between your Orator W. A. Wallace and Frederick Shoff of all that tract of land Bounded and described as follows viz: Beginning at a post formerly Hemlock. thence South 1½ degrees East 130 perches to a post. thence South 88½ degrees East 228 perches to post. thence north 1½ degrees West 128 perches to post. thence north 88½ degrees West 226 perches to place of beginning Containing 174 acres 99 perches Second To adjudge order and decree that partition be made between your Orators John Beyer and Samuel Kirk and Frederick Shoff Respondents of all the timber of the size of 10 inches and upwards across the stumps upon the land described in paragraph one of this bill and prayer for relief Third That your Orators may have such other and further relief as the Court may deem meet and Equity may require McEnally & McCurdy Attys for Plff
20 Aug	6	05	
Sheriff	Frederick Shoff		
Pro Bloom		$2.25	
Atty		3.00	
Pro Bloom		1.00	
" " Bloom	" 6	.50	
Sheff Dale		6.10	
Pro Bloom		.50	
" Bloom		1.00	
" Bloom		.50	
Sheff McCleskey		19.00	
Pro Bloom		.25	
" Bloom		.50	
" Bloom		.50	

Now 20th August 1888 the Complainants file their affidavit with printed Bill having the usual order for Respondents to cause an appearance to be entered for them in 14 days from service or bill taken Pro Confesso and a decree made in his absence

Now 23rd Augt 1888 Served personally on within named Frederick Shoff by giving him a certified Copy of this Bill Adams & W. Cole Dep Sheff

By paper filed & dated 20 Feby 1889 the record in this Case is Amended by Substituting the heirs of Frederick Shoff dec'd Viz.

C J Shoff a Son to whom letters of Admo were granted Delila Shoff. Sarah Shoff. Mrs M E Beyer wife of Solomon Beyer Mrs Nettie Mullen wife of Thomas Mullen Mrs Hannah Witherow wife of Archie Witherow Mrs Martha Johnston wife of John Johnston. All of whom are residents of Clearfield Co Pa.

Thereupon it is ordered that the said Children with the husbands named and said Administrator be Substituted as defendants of record and further that a copy of the bill with this order of Court attached be served on said defendants in the Manner Authorized and Allowed by law for the service of Original bills in Equity. Said bills to have notice endorsed as provided by Rules of Equity practice directed to and requiring said defendants within 14 days after service to Appear &c By the Court D L Krebs P.J.

Now 27th March 1889 amended Bill filed by McE & McL

Now 29th March 1889 Served amended bill in Equity on John Johnson Martha Johnson Thomas Mullen and Nettie Mullen by handing to Each of them a true & attested Copy of the original and 30th March 1889 on Sol Beyer

and Mrs M E Beyer Delila Shoff Sarah Shoff Archie Withers & Hannah Withers by handing to Each of them a true & attested Copy of the orginal on C J Shoff by leaving a Copy at his residence with an adult member of his family

So ans E L McClaskey Sheriff

Now 2nd April A D 1889 I hereby appear for C. J. Shoff. Delelah Shoff. Sarah Shoff. Mrs M. E. Beyer. Mrs Nettie Mullen. Mrs Hannah Witherow and Mrs Martha Johnson

v

"W.B. Page 169"

Singleton Bell
Atty for Pltfs

And now 16 May 1889 the Plaintiffs by their attorneys McCauley & McCurdy enter a Rule on Defendants to file their plea demurrer or Answer within 20 days from service of this rule upon them

McCauley & McCurdy Attys

Dec Term 1888

Cole	Mrs Mary Drooney	Bill in Equity Praying the Court
17 Oct	1	1st That an injunction issue preliminary now and
		perpetual hereafter restraining the said Walter
	Walter Barrett	Barrett & J E Dale the Sheriff aforesaid from
		proceeding to execute said writ of possession
		for the premises aforesaid and restraining and
		enjoining the said Walter Barrett from taking
Pro Bloom	$2.25	any further proceedings to disturb or molest her
Atty	3.00	under and by Virtue of his Title Obtained at Said
Pro Boom	1.00	Sheriff Sale of said premises to disturb or molest
" Boom	.50	her in her possession and enjoyment of her
" Boom writ	1.25	Title and possession
Sheff Dale	1.50	2nd Such other and further relief as in Law and
Pro Bloom	.25	Equity she is entitled to O L Cole
" Bloom	1.50	Atty for Plff
		I Certify that there has not been time to print
		this bill before its filing O L Cole
		And now 16th Oct 1888. Bill read and thereupon it is
		ordered and decreed that a preliminary injunction
		issue enjoining and restraining the further Execution
		of the writ of possession issued from the Office of D
		Connelly Esq JP at the suit of W Barrett vs P Drooney
		notice of this injunction to be served on the Plff in
		said suit upon D Connelly JP and the Constable
		or Officer with whom the said writ of Possession
		is lodged and it is further ordered that this pre-
		liminary injunction be taken as dissolved unless
		a motion to Continue the same be argued before
		me at the Court House in Clearfield on Friday
		the 26th Oct 1888 at 2 Oclock P.M. Five days notice of
		the time & place of hearing to be given said Walter
		Barrett. Injunction not to Issue until a Bond
		in $500 be filed with Approved Surety
		By the Court
		By paper filed dated and Approved 16th Oct 1888
		see Bond of Plff with W W Brothers as Surety
		Conditioned as per above order of Court
		Now 17 Oct 1888 Injunction Issued
		Now 18th Oct 1888 Served Injunction Personally on
		Walter Barrett by making Contents Known
		to me J E Dale Sheriff
		30th Oct 1888 Defendants answer filed
		And now 31st Oct 1888 The preliminary Injunction
		in this Case heretofore issued is dissolved and
		set Aside at the Cost of the Complainant
		See Opinion of Court filed By the Court

December Term 1888

No 9	J. J. Eberbach	Bill in Praying the Court
22 Oct	2 vs	1st That an Injunction preliminary now and
McKennick	Clearfield Steam	perpetual hereafter may issue to restrain the
	Heating Company	Defendant from shutting off steam from your
		orators dwelling and requiring Defendant to
		forwith remove the Obstruction to the pipes con=
		veying steam to his dwelling
		2nd That the Defendant be compelled to pay your
Pr Bloom	$2.25	orator such damage as he has sustained in
Atty (11 Pgs.)	3.00	consequence of the arbitrary and unwarranted action
Pr Bloom	1.00	taken by it
" Bloom	.50	3rd Such other relief as may be just and proper
" Bloom Inj	1.25	Murray & Gordon Solicitors for Plff
" Bloom	.50	And now 22nd Oct 1888 Bill presented and thereupon
" Bloom Rule	.60	it is adjudged ordered and decreed that the said
Shiffdall By Pro Bl'HM	1.50	Clearfield Steam Heating Company and Thos. Moore
Pr Bloom	.25	Manager and A B Shaw President of said Company forth
" Bloom	.25	with cause the obstruction to the use of the steam by the
Shiffdall Inj. By Pro Bl'HM	1.50	Complainant and to be removed and it is also further
Pr Bloom	.25	adjudged ordered and decreed that a preliminary
" Bloom	.25	injunction issue enjoining and restraining the said
" Bloom	.25	The Clearfield Steam Heating Company from obstructing
" Bloom aff	1.25	the flow of Steam to the house of the Complainant
" Bloom	1.50	This injunction to be taken as dissolved unless a
" Bloom	.50	motion to continue the same be argued at the
" Bloom	.50	Court House in Clearfield on Saturday the 27th
Defts Dep	10.00	of Oct 1888 at 2 PM. Three days notice of time and
	21.10	place of hearing of the preliminary Injunction to
		be given to the said Company Injunction not to
		issue until Bond in $300 be filed
		By the Court
		By paper filed & dated & approved 22nd Oct 1888 See
		Bond of Plaintiff with John M. Adams as Surety
		Conditioned as per above order of Court
Rec'd 21st Oct 1890 of J. J. Eberbach		Now 22nd Oct 1888 Injunction issued
Seventeen & 60 Dollars being above		Now 23rd Oct 1888 Served Injunction personally on A B Shaw
Costs less Defts Depositions		Pres & Thos. W Moore Manager of said Co by reading & making Contents
A M Bloom		Known to them at 9 22 AM So ans J E Dale Shiffler
Pro		Now 23rd Oct 1888 Petition read & thereupon a Rule
		is granted on said A B Shaw Pres & Thos W Moore
		Manager to show cause why an attachment should
		not issue for Contempt in refusing to obey the
		order of Court Ret at 9 o'clock AM Oct 24th 1888
		at Court House in Prothys Office By the Court
		Now Oct 23rd 1888 served Rule personally on Thos W.
		Moore. A B Shaw. within named Defendant by reading
		to them So ans J E Dale Shiffler
		Now. 24th Oct 1888 Defendants answer to rule filed
		Now 24th Oct 1888 I hereby accept service of the notice
		of time & place of hearing motion to Continue the
		Injunction in the case within the issue & service
		thereof The Clearfield Steam Heating Co by
		J. J. McKennick atty

By paper filed this date 27th Oct 1888 on application of Defendants the hearing in this case is by Consent of parties Continued until Nov 7th 1888 at 2 PM. and Injunction to Continued as before until hearing now Oct 30th 1888 I hereby appear for the Clearfield Steam Heating Company Defendant named in above stated case reserving all legal Exceptions and request the Prothonotary to file and Enter my appearance of Record

J.F. McKennick attorney for Defendants

Now Nov 7th 1888 the motion to Continue the Preliminary Injunction is Continued until the 10th Nov 1887 at 10 Oclock AM

By the Court

And now 14th Nov 1888 It is adjudged ordered & decreed that the preliminary injunction in this case issued be Continued pending the further proceedings to be had in the case & the Plaintiff be required to have an Additional Surety sign the bond filed paid bond to be approved

By the Court

Now Nov. 26 1888 plaintiff enter rule on defendant to file pleas answer or demurrer within thirty days from service of the rule -

Now 29th Dec. 1888 this writ Served Served

Now July 13th 1889 On motion of J.F. McKennick attorney for the Clearfield Steam Heating Company Defendants in the above case A.H. Woodward Esq is appointed Master in Chancery to take the testimony and report a decree thereon to the Court in accordance with the Equity practice therein By the Court

Dec Term 1888

Bilger Fielding	Francis Moran		Bill in Equity Praying the Court
			1st That that the said Contract made as
26 Oct	3	ss	Aforesaid and dated 8th Jany 1887. and the alleged
			Contract purporting to have been made and dated
A. P.	Susan Flanigan		27 Jany 1887, be declared null and Void and
MacLeod	& F. M Flanigan		of no binding effect upon your orator and
			that the same be delivered up to be Cancelled
			2nd That the said defendants F. M Flanigan
Pro Bloom		$2,50	and Susan Flanigan be enjoined and restrained
" Bloom		1,00	from further prosecuting the said Action at Law
" Bloom		,50	in the Court of Common Pleas of Clearfield County
" Bloom		50	No 67 September Term 1888. Against your orator
" Bloom		,25	to recover said purchase Money during the
" Bloom Inj		1,25	pendency of this bill
" Bloom		,25	3rd That an account be taken between your
" Bloom		50	orator and the said defendants to determine
Shff Dale By Reff 26 Sx		1,50	Also what Amount if any Compensation your
" Dale Inj By Reff 26 Sx		6,50	orator shall pay the defendants for the
Pro Bloom aff		2,00	rental of the property Aforesaid
" Bloom		,50	4th That Complainant have such other and
" Bloom		1,50	further relief in the premises as to Your
Atty		3,00	Honorable Court may seem proper and as
			Justice may require
			And now 26 Oct 1888 Plaintiff files bill with
			the usual order for defendants to Appear
			in fourteen days or Judgment Pro Confesso
			will be entered and decree made against them
			in their Absence Geo M Bilger
			Frank Fielding
			Plffs Attys
			Now 26 Oct 1888 Plaintiffs Attys file affidavits
			of Plaintiff and Others for writ of Injunction
			And now 26 Oct 1888 Bill read and thereupon
			it is adjudged ordered and decreed that a prelim-
			inary Injunction be Issued to restrain and
			enjoin the said F. M Flanigan and Susan Flanigan
			from prosecuting an action at Law pending in
			the Court of Common Pleas of Clearfield County
			No 67 Sept Term 1888 pending the determination
			of this bill This Injunction to be taken as
			dissolved unless a motion to Continue the
			same be argued befor me at the Court House
			in Clearfield on the 9th day of November 1888 at 10
			o'clock AM said day five days notice of the
			time and place of hearing to be given the defendants
			Bond in $5000 — to be filed with surety approved
			by the Court By the Court
			By paper filed dated and approved 26th Oct
			1888. see Bond of Plff with Lewis McMullen and
			R J Fee in $5000 - Conditioned as per above order
			for writ of Injunction
			Now 26 Oct 1888 writ of Injunction Issued
			By paper filed and dated 26th Oct 1888 A P MacLeod
			filed his appearance for Defts in above case

Now Oct 30th 1888 Served Bill personally on Susan Flanagan by giving her a true Copy & on P.M. Flanagan by leaving a true & attested Copy at his residence with an adult Member of his family Sevrd J.E. Dale Shff

Now 30th Oct 1888 Served Injunction personally on Mrs. Susan Flanagan by reading to her & on P.M. Flanagan by leaving a certified Copy at his residence with an adult member of his family Sevrd J.E. Dale Shff

And now 20 Dec 1888 Opinion of the Court filed and it is ordered Adjudged and decreed that the preliminary Injunction heretofore Issued in this cause be and is hereby dissolved and set aside and that the bill be dismissed with cost to the respondents

By the Court

December Term 1888

Ames	Jacob H Brubaker	Bill in Equity Prayer the Court
		First That said Defendant be required to make and
20 Nov	4 05	produce a true and Correct account of all moneys
		and Credits of the said partnership and Everything
Alex Patterson	Samuel S Hollopeter	realized from the disposition of the said firm
		profits under the agreement with A H Moore Agent
		for A W Moore
		Second That said Defendant is also required
Pro Bloom	$2.50	to produce and allow your Orator or his Solicitor
" Bloom	1.00	to Examine all books and papers showing the
" Bloom	.50	dealings and transactions of the said partnership
" Bloom	.50	and the disposition of the said property for the
Atty	3.00	benefit of the said firm
Pro Bloom	.25	Third That an account may be taken of all and
Sheriff Sale by Plff Fees	7.80	Every the said dealings and transaction and that
Pro Bloom	.25	the Defendant may be directed to pay your Orator
" Bloom	.50	what if anything Shall upon such account appear
" Bloom Rec	.60	to be due from him. Your Orator being ready and
Sh McCloskey	1.00	willing and hereby offering to pay to the Defendant
Pro Bloom	.50	what if anything Shall be due him from said
" Bloom	.50	Dissolution
" Bloom	.50	Fourth And that Your Orator may have such
" Bloom Cert	2.50	other and further relief in the premises as Equity
Jesse Roop Testimony	12.00	may require and as Your Honorable Court may
		seem meet Truman Ames
		Solicitor for Plaintiff
		Now 20th Nov 1888 the Complainant files their
		affidavit with print[illegible] and having thereon
		order for Respondent to cause an appearance
		to be entered for him in 14 days from service
		of Bill taken Pro Confesso and a Decree made
		in this absence
Rec'd 27 July 1893 of Jacob H Brubaker		Now 26 Dec 1888 this bill served personally on Samuel
Ten Dollars in full of My Costs		S Hollopeter the within named Respondent by giving to
in above case A McBloom		him true copies of this bill &c Ans
		Geo. W. Cole Dep. Shff
		Now Dec 8th 1888 I hereby appear for S S Hollopeter
		in above proceedings & direct the Prothonotary
		to enter the same of Record Alex Patterson
		Atty for Defdt
		Now 24th Dec 1888 Plaintiff in above case Enters Rule
		on the Defendant to Enter their demurrer or
		answer to the above Bill in Equity as per Rule
		of Court
		Now 19 June 1889 Service accepted on Rule
		for Defendant by Alex Patterson
		Per Com E C McCloskey Shff
		Now Feby 18, 1889 Time to enter demurrer or answer hereby
		extended until the 18 March 1889 By the Court, D L Krebs P J
		Now 18 Mar 1889 Defendants Answer Filed
		"W.B. Page 181" and now 19 June 1889 by Consent
		of Atty's A O Smith Esq is hereby appointed Examiner
		and Master to hear testimony & report facts & law to
		the Court in above case By the Court

Now 11th Nov 1889 Plaintiffs Attorney Enters Rule for Commission with Copy of Interrogatories & Jesse Roop Esq of the City of Sturgis South Dakota. Nov 27th Nov 1889 Com'rs Interrogatories filed Nov 27th Nov 1889. Commission Issued Nov 11th Nov 1889. Plff Atty files Motion for Special Examiner which is Objected to by Defts Atty as no Cause has been Shown by Plff for making such Appointment as required by Rule LIX of Equity Practice

Feby Term 1889

Mtg	J. E. Hollopeter	Bill in Equity Praying the Court
24 Dec	1	1st That an Injunction be issued Temporal now and perpetual hereafter restraining defendants from Conveying or in any manner encumbering said tract of land "described in bill"
Writ	Mary Lucretia Sholzbarger and Jacob Sholzbarger her husband	2nd That the deed from your Orator to said Mary Lucretia Scholzbarger dated 28th Feby 1882 recorded in Clearfield County in Deed Book No 49 page 111 be Cancelled and Annulled and Defendants required to surrender and re-deliver the same to your orator
		3 That your orator may have such other and further relief as Justice and Equity may require and to Your Orator may Seem meet
Pro Bloom	$2.25	And now 24th Dec 1888 Plaintiff file affidavit with printed book having the usual order for
Attr (11+5)	3.00	Defendants to cause an appearance to be
Pro Bloom	.50	entered for them in 14 days or Judgment
" Bloom	.25	pro Confesso will be taken and decree entered
" Bloom	1.00	Against them in their Absence
" Bloom	.25	
" Bloom writ & Sat	1.25	We hereby Certify that in our opinion the
Shff Dale	6.70	Plaintiff does not have an adequate remedy at Law for the matters Complained of in the foregoing bill Murray & Gordon
Rec'd of S V Nelson Eight & 37/100 Dollars fee & Mileage Costs in above Case		Now 24 Dec 1888 Injunction Affidavits of S S Hollopeter filed
Wm Beaver Pro		And now 24 Dec 1888 Bill read and Considered and thereupon a preliminary injunction is ordered to be issued enjoining and restraining the within named defendants from encumbering in anyway or Conveying the land described in the within Mentioned Deed or any part thereof pending the determination of this bill This injunction to be taken as dissolved unless a Motion to Continue the cause be Argued before me at the Court House in Clearfield on the 4th day of January 1889 at 2 P.M. Five days notice of the time & place of hearing to be given Defendants Bond in $500 to be ~~taken~~ filed with Surety to be approved by the Court By the Court
Rec'd of S V Nelson Esq 4th Jany 1889 Sixty Cts in full my Costs in case D Dale Shff		David L Krebs P J
		Now 24 Dec 1888 by paper filed & Approved Bond of Plff with S.S. Hollopeter & J B Walke as sureties in the sum of $500 Conditioned as per Above Order of Court
		Now 24 Dec 1888 writ of Injunction Issued
		Now Dec 31st I hereby Enter an appearance for Defendants.
		S Walton Atty for Mary Lucretia Sholzbarger & Jacob Sholzbarger

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May Term 1889

McLaurin	E. M. Scherer	Bill in Equity Praying the Court
R. Terry	1 00	1st That an account may be taken of the Partnership
Wilson Mch 11 1889	John Hartle	assets and liabilities as of the 16th day of Nov 1888 when the said writ of Fieri Facias issued and the Co. partnership business be settled and the firm dissolved
		2nd That the said Respondent be decreed to pay
Pr Bloom	$2.25	to your Orator the sum if any shall appear to be
Atty	3.00	due and owing him upon such settlement or that
Pr Bloom	1.00	if said Respondent have any business that it be
Shiff McClenkey	5.00	conveyed to your Orator upon paying the value
Pr Bloom	.50	thereof and your Orator be permitted to complete
" Bloom	.50	said business
" Bloom	1.50	3rd That the Respondent be perpetually restrained
" Bloom Rec	.60	from collecting any of the Partnership accounts
" Bloom	.25	or from taking any of the Partnership property
		or in anywise interfering with the same
		4th That the Court will grant your Orator such
		other and further relief as Equity may require
		and your Hon may deem meet
		And now 18th Jany 1889 Plaintiff file affidavit
		with printed Book praying the usual order for
		the Defendant to cause an appearance to be
		entered for him in 14 days or Judgment Pro
		Confesso will be taken and decree entered against
		them in his absence
		Now 27th Jany 1889 served the within bill in Equity
		on the within named John Hartle Respondent
		by leaving a true & attested Copy of the original
		at his residence with an adult member of his
		family Evans & McClenkey Shiff
		Now March 11th 1889 I hereby enter an appearance
		for John Hartle —
		D Wilson Attorney for Defendant
		Now March 25th 1889 Answer of Defendant filed
		Now 25th March 1889 I hereby accept service of
		within answer and waive personal service of
		the same M L McLaurin Atty for Complainants
		Now 29th June 1890 Rule granted on E M Scherer
		Complainant to file his Replication in the case
		within ten days after notice of service of Rule
		D Wilson Atty for Respondent
		Now 28th June 1890 served 30th June 1890 by giving a
		true and attested Copy of Rule to Dr E M Scherer
		and making Contents known to him the Contents
		thereof Evans & McClenkey Shiff
		Now 1st July 1890 Replication of Plaintiff filed

May Term 1889

M. & G.	Charles Kreamer John F. Schafer use R. Kintzing trading as Schafer Kintzing & Co		Bill in Equity Praying the Court 1st. That the said D. E. Notley and all persons acting under him may be restrained from Cutting removing Selling or transferring any of said timber or lumber or any of said four tracts of land, by an injuction Preliminary now and perpetual hereafter
1 March	2	C	2nd. That the said D. E. Notley may be required to account for all timber and lumber aforesaid taken heretofore from said four tracts of land and to pay for the same in accordance with the terms of
M. & M.	D. E. Notley and John M. Buck		the Contract of April 26, 1888,
			3rd That the said John M. Buck and all persons acting under him be restrained by an injunction preliminary now and Perpetual hereafter, from Cutting or removing any of said timber or lumber from said tract of land known as the Lambom tract containing about 160 acres and from transferring or Selling the same
Por Bloom	By atty	$2.25	
Atty		3.00	
Por Bloom		1.00	
" Bloom		.50	
Shff McCloskey Sd G. & M.		12.35	
" McCloskey		6.80	
" McCloskey atty by Pd G. & M.		2.50	
" Bloom		.50	
Por Bloom		.25	
" Bloom		1.00	
" Bloom		.50	
" Bloom		.50	
			4th That the said John M. Buck be required to account to Plaintiffs for any of said timber on said Lambom tract which he may have cut or removed or sold therefrom heretofore, and to pay for the same in accordance with the terms of Contract of April 26 th 1888,
			5th That the title to the timber aforesaid on the said Lambom tract be adjuged to be in the Plaintiffs
			6th Such other and further Relief as to your Honorable Court may seem meet and proper, and as justice and equity may require And they will ever pray
			Murray & Gordon
			Attorneys for Plffs
			And now 1 March A.D. 1889. Bill presented and read and upon consideration had, it is adjudged ordered and decreed that a preliminary injunction issue now enjoining and restraining the said D. E. Notley and John M. Buck their Servants Agents and employees from Cutting removing Selling or transferring any of the timber or lumber described within from any of the lands mentioned and described in the bill of equity herewith filed, this injunction to be taken as dissolved unless Motion to Continue the Same be argued before me on Saturday the Ninth (9) day of March A.D. 1889 at 10 oclock A.M., five days notice of the time and place of said hearing to be given defendant or their atty of Record — Bond in $500.00 to be filed before injunction ordered shall issue — By the Court
			And now 1 March 1889, it appearing to the Satisfaction of the Court that John M. Buck is a resident of Lycoming County Pa — it is ordered that the writ of injunction and the process issuing in this cause shall be served upon said John M. Buck in Lycoming County, where he resides or wheresoever he may be found
			By the Court
			David L. Krebs
			P.J.

And now 7th March 1889 Motion to Continue Injunction and argument Rule to be heard before me on Saturday the 16th March 1889 at 10 Oclock A.M. notice to be given Defendants By the Court

Served 5 March 1889, upon John W Buck by leaving a true & attested copy of the within bill in Equity at his place of Residence with an adult Member of his family So Ans James M Wolf Shff pr Jno G Wolf depy

Now 9 March 1889, Served within bill in Equity on within named John John W Buck by leaving a true & attested Copy at his Residence with an adult Member of his family on 5 March 1889, & by giving to D E Notley a true and attested Copy of the Original on the 9 March 1889

So Ans E L McCloskey Shff

March 5th 1889, Served the within Writ of injunction upon Jno. W Buck by leaving a true and attested copy at his place of Residence with an adult Member of his family So Ans James M Wolf Shff pr Jno G. Wolf Depy

Now 9 March 1889, Served within Writ on within named defendant D. E. Notley, by giving to him a true & attested Copy of the Original & also by reading & Making Contents Known to him. Served on John W Buck by leaving a true & attested copy of the Injunction at his Residence with an adult Member of his family on March 5, 1889. So Ans E L McCloskey Shff

Now 9th March 1889 served notice of time of hearing of the preliminary injunction on within named Defendant D E Notley by reading & making Contents Known by giving him a true and attested Copy of the original and on John W Buck by reading any by Copy Sevrs E L McCloskey Shriff

By paper filed 4th Mar 1889 McCauley & McCurdy appear for defendants and direct their Appearance to be entered of record

Now May 4th 1889 Order of Court filed Continuing and Madefying preliminary Injunction

ALL PAGES

FROM

228 TO 229

ARE BLANK

AND NOT

SCANNED

May Term 1889

Kelley	Matthew McGarvey Robert McGarvey and David McGarvey		Bill in Equity Praying the Court 1st That an Injunction preliminary now and perpetual hereafter may issue to restrain the said Defendants from closing said Street and from continuing to keep the same closed
12 April	3	3	
W. H. Shaw Patterson	Alexander McKenzie & Morgan Powell		2nd That said Defendants be required to remove said fences and keep the same removed 3rd That said Defendants be required to pay and account to your Orators for the injury done and damages sustained by reason of the erection of the fence aforesaid
Pro Bloom		$2.25	4th. That the Court will grant such other and
Atty		3.00	further relief in the premises as to Justice
Pro Bloom		1.00	and Equity appertain and may seem meet
" Bloom		.25	and proper James H Kelly
" Bloom		.25	And now 12 April 1889 Solicitor for Plaintiff
" Bloom		.50	Copy of bill fixed with the usual order for
" Bloom Injunction		1.25	Defendants to appear in 15 days from
" Bloom		.50	Service or Judgment Pro Confesso will be entered
Sheff McCleskey		15.00	and decree made against them in their absence
Pro Bloom		.50	I hereby Certify that in my Opinion the
" Bloom Rule		.60	Plaintiffs have no adequate remedy at law
" Bloom		.50	for the matter Complained of J. H Kelley
Sheff McCleskey		5.50	Now 12 April 1889 Plaintiff Atty files Affidavit
Pro Bloom		.25	for preliminary injunction
" Bloom		.25	And now 12th April 1889 Bill read and upon
" Bloom		.25	Consideration had it is Adjudged ordered and
" Bloom		.25	decreed that a preliminary injunction issue
" Bloom		.25	now Commanding and enjoining the said
Witnesses		7.98	Alexander McKenzie and Morgan Powell to
Solicitors fee		25.00	Open the street mentioned within and to remove
Printing		7.50	the Obstruction Complained of therefrom. This
Masters fees		15.00	preliminary injunction to be taken as dissolved
" Bloom		2.00	unless a motion to Continue the same be
" Bloom		.50	argued before me at the Court House in
" Bloom		2.00	Clearfield Pa on the 20th April 1889 at 1 oclock
		$92.33	P.M. Five days notice of the time and
Sheff McCleskey		5.50	place of hearing to be given the Defendants,
			Injunction not to issue until bond in at least $500— to indimnify Defendants against damages by issue thereof By the Court David L Krebs P.J.
			By paper filed dated and Approved the Bond of Plaintiff with Wm McGarvey and John L Lightner in the sum of $500— for injunction
			Now 12 April 1889 writ of Injunction issued
			Now 19th April 1889 I hereby Appear for Morgan Powell one of the above named Defendants and direct the Prothonotary to Enter my appearance on the record W. H Patterson atty
			Now 13th April 1889 Served Bill in Equity on Morgan Powell by giving him personally a true and attested Copy of the same & April 15th 1889 Served on Alexander McKenzie by giving him a true & attested Copy of same Sheriff McCleskey

Now April 13th 1889 Served injunction on Morgan Powell by giving him a true & attested Copy of the same and April 15th 1889 Served on Alexander McKenzie by giving to him personally a true & attested Copy of the same
Sworn & Sub'd McClenahan Shff

And now 20th April 1889 The motion to Continue the preliminary injunction in the above bill in Equity coming on to be heard the Complainants by Counsel being present and no cause being shown to the Contrary It is adjudged ordered and decreed that the injunction heretofore issued be and is hereby Continued until the further Order of the Court in that behalf made By the Court

Now April 20th 1889 Plaintiff by their attorney Enters a rule on Defendants to file their plea answer or demurrer within thirty days as provided by Equity practice
James A Kelly atty for Plaintiffs

Now 26th April 1889 I hereby appear for Alexander McKenzie one of the above named Defendants and direct the Prothonotary to Enter my appearance of record on the above Stated Case
W. Shaw atty for Alex McKenzie

Now 25th April 1889 Served Rule on W. H. Patterson Esq who accepts Servi for Morgan Powell and same Served on W. Shaw by Copy who accepts Servi for Alex McKenzie
Sworn & Sub'd McClenahan Shff

Now 17th May 1889 answer of Morgan Powell filed

Now 22nd May 1889 time of filing answer of Alex McKenzie Extended to the 1st June 1889 By Consent of Counsel

Now 10 June 1889 answer of Alex McKenzie filed by O'Mitchell & W. Shaw

Now 6th July 1889 Replication of Plaintiff filed in above Case

Now 4th Sept 1889 Singleton Bell Esq is appointed Examiner and Master to report facts and decree to the Court By the Court

Now 1st Dec 1890 Testimony filed

Now 13 December A.D. 1890 this Case came on to be heard and upon due Consideration thereof, it is ordered, adjudged and decreed That the preliminary injunction in this Case be made perpetual, forever restraining the said Alex McKenzie and Morgan Powell or either of them from closing or obstructing a Certain Street located between Certain Subdivisions of Lot No Fourteen in the Village of West Houtzdale, County of Clearfield and State of Pennsylvania The said Street being thereby Seven and one half feet Wide and extending from the Township road in front of Lot No Fourteen as aforesaid to a Spring run about two hundred and fifty feet distant at a Course from said township road of South Nineteen degrees and thirty minutes West and being located as described in a Certain Deed of Conveyance recorded in the Office of the Recorder of Deeds in and for Clearfield County in Deed Book No 36, page 234 That Morgan Powell pay or Caused to be paid the Costs of this proceeding Record Costs

Costs of Witnesses	7.98
Solicitors fees	25.00
Writing	7.50
Master fee	15.00

By the Court

Now 6th Feby 1891 Rule issued on Morgan Powell Defendant D. L. Krebs PJ

Now June 8th A.D. 1891 I hereby depute Barney Kenney to serve the writ
Sworn & Sub'd McClenahan Shff

Now 7th July 1891 Served written writ on Morgan Powell defendant by producing the original writ and informing him of the contents thereof And leaving a Copy of the same with defendant Defendant claims the benefit of the Three Pound and dollar Law.
Sworn & Sub'd Barney Kenney Dep

September Term 1889

Treasury	The Reynoldsville and Falls Creek Railroad Company.		Bill in Equity Praying the Court First: That until a hearing hereon the said Buffalo Rochester and Pittsburg Railroad Company Defendants be enjoined and prohibited by itself its Officers employees Contractors and agents or by any other person or persons or Corporations from building or making its said road over and across the tract of your said Complainants at the point aforesaid or in any manner interrupting interfering with or encroaching upon any of the said rights property and privileges of your Complainant at the place aforesaid as now laid used and occupied by Complainant
20 May	1	05	
	The Buffalo Rochester & Pittsburgh Railway Company.		
Pr Beom		$2.50	
Att		3.00	Second That after a hearing said injunction be made
Pr Beom		.50	perpetual.
" Beom		50	Third That Complainant be granted such other and
" Beom Inf.		1.25	further relief in the premises as may be lawful
" Beom		.50	Just and right and as to your Honorable Court may
" Beom		.50	seem proper
Sheff McClenkey		10.00	Now 20th May 1889 Plaintiff files Own affidavit with
Pr Beom argt		1.50	printed Bill having the usual order for Respondents
" Beom		.50	to cause an appearance to be entered for them within
" Beom 17 affidavits		2.55	fourteen days or Bill taken Pro Confesso and decree
" Beom		1.50	made in their absence:
" Beom Cert		.50	Now to wit: the 20th day of May A.D. 1889 upon Bill being
J. J. Ebersbach 2 Copys of Opinion		5.00	presented and read and upon due Consideration it is
Pr Beom		.50	ordered adjudged and decreed that a preliminary in=
Pr Beom recd		3.50	=junction issue restraining and enjoining defendants
Supreme Court Costs		18.00	the Buffalo Rochester and Pittsburgh Railway Company
Pr Beom Opinion		1.00	their agents employees or Contractors or any other
			persons from Entering upon the premises in the
			within Mentioned that is to say or that portion
			of tract of land Known as No 13 Situate in Sandy
			Township Clearfield County Pennsylvania Wherein the
			Complainants Company has Constructed and now holds
			and uses its line of railroad Crossing the said tract
			of land and from Completing or making any railroad
			across the tracks of said Complainants or in any manner
			interrupting interfering with or encroaching upon any
			of the rights property and privileges of the Complainants
			at the place aforesaid as now laid used and occupied
			by said Complainants this injunction to be later as
			dissolved unless a motion to Continue the same
			be argued before me at the Court House in Clearfield
			on the 25th day of May A.D. 1889 at 10 o'clock A.M. of
			said day. The injunction not to issue until a Bond
			be filed in the Sum of Five Thousand Dollars Conditioned
			to indemnify the defendant Company for all damages
			sustained by reason of the issuing of said injunction
			Notice of time and place of hearing be given defendants
			or its agents at least five days before the time of hearing
			with copy of the rule and bill of Complaint
			By the Court
			By paper filed & dated & approved See Bond of Plaintiff
			in the Sum of Five Thousand Dollars with J B Ellis & J J Daly Sureties

Rec of Sheff 9 Aug 1893 My Costs in full in above Case $17.30
A M Beom Pr

Now May 26th 1889 at 10 oclock A.M. Plaintiff moves the Court to make injunction in this case perpetual Whereupon on application of the Defendant and with Consent of Plaintiff Hearing adjourned until May 31st 1889 at 2 oclock P.M.

By the Court

Now 20th May 1889 I served the within Bill and injunction on Mr. McCreel Special agent of the Buffalo Rochester and Pittsburgh Railway Company. by giving him a true Copy of the bill and a true and attested Copy of the writ of Injunction and in like manner I served it on Mr Dunaryan Station agent of the defendant Company. on the 20th day of May 1889 by reading the original writ of injunction to him and making known to him the Contents thereof & in like manner served the same on Mr. Bartlett Superintendant of the said defendant Company. May 21st 1889 by giving him a true and attested Copy of the writ of injunction and bill

So ans E. L. McClarkey Sheriff

Now May 25th 1889 Office Hours the Complainant's Solicitor in this Case appeared in open Court & moved for an injunction in the above case & upon reading the bill & affidavits thereto annexed the Court granted a preliminary injunction as prayed for

On Argument of Motion to Continue the preliminary Injunction the Court made the following order

After Careful Consideration of the bill Answer & ex parte affidavits I find the question involved in Correct decision of the matter in Controversy left so uncertain that I am not enabled to determine & decide the same without further testimony. It is therfore ordered that the answer be filed & when filed printed. that Complainant Join issue by filing the usual replication upon which being done either a Master will be appointed to hear the testimony & report the facts or if desired I will hear and determine the same without the intervention of a master. In the meantime the Injunction is Continued to preserve the present Status of the parties. until further hearing had or order in that behalf made

By the Court

Now 18 June 1889 It is ordered that a rehearing in the matter of the motion to Continue the injunction in the above cause be had the same to be heard at the Court House in Clearfield Pa on the 1st Monday of July 1889

By the Court

And now 8 July 1889 Opinion of the Court Filed and it is ordered that the preliminary injunction heretofore issued be and is hereby dissolved

By the Court

D. L. Krebs P.J.

Now 31 Aug 1889 Answer of Defendants Filed by Defts Attys with notice of Frecipe accepted by Plaintiffs Attys

Now 27th July 1889 Certiorari from the Supreme Court filed Returnable Third Monday of April 1890

Now 8th May 1890 Remittitur from the Supreme Court with opinion of the Court as follows: Per Curiam We are the opinion that the decree should be reversed and the injunction re-instated until final hearing. Until then in accordance with our rule We will not discuss the Merits of the Case

The decree is reversed at the Cost of the appellee and the injunction re-instated until final hearing. The record is remitted to the Court below with instructions to Carry the Order into Effect

ALL PAGES

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234 TO 235

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AND NOT

SCANNED

September Sess 1889

Mdl	Anthony Azna and Jacob Thomas		Bill in Equity Praying the Court first That John Hipps the Defendant be decreed to be a trustee and that he took and held the title acquired by said Treasurer Sale and deed in trust for your Orators Excepting and reserving said Timber Coal and undivided half of Minerals previously owned by him and that he be required to grant and convey the same to your Orators their heirs and assigns
6 June	2	05	
Swope	John. Hipps		
Pro Bloom	By Atty	$ 2.25	Second That your Orators may have such other and further relief as may be just and Equitable and to
Atty		3.00	
Pro Bloom	by Pff	.50	Your Honor may seem meet and proper
" Bloom	1886	1.00	Murray & Gordon
Shuff McClenkey		11.00	Solicitors for Pffs
Pro Bloom		.50	Now 6th June 1889 Plaintiffs file affidavit with
" Bloom		50	Printed Bill having the usual order for the defendant
" Bloom Rule	by Pff 6 to D.T.	60	to cause an appearance to be Entered for him in 14
" Bloom		25	days or Judgment Pro Confesso will be taken against
" Bloom		25	him in his absence
			Now 17th June 1889 Served within Bill on the within
			Named John Hipps by giving him a true and
			attested Copy and making Contents Known to
			him Sworn to C McClenkey Shuff
			Now 29 June 1889. By paper filed R D Swoope Esq appears
			for defendant
			Now 23rd July 1889 Plaintiff by their attorneys Duly
			Enters Rule on Defendant to file his Plea demurrer
			or answer to Bill in this Case within 30 days from
			Service Hereof as per No 29 of Equity Rules
			Murray & Gordon Pffs attys
			Now 23rd July 1889 Service accepted for Defendant and
			personal Service waived Roland D Swoope Defts atty
			Now 17th August 1889 answer of Defendant filed
			Now 18th Nov 1890 A L Cole Esq is appointed
			Examiner with powers of a master in above Case
			By the Court

September Term 1889

Apr 5			
Mch	John Irvin Jas F. Irvin Martha Thompson and Annie M. Irvin		Bill in Equity praying the Court first that Defendant be restrained by injunction preliminary now and perpetual hereafter from seizing and occupying said strip of ground and from using said street at said point by occupying said ground as staked
26 June	3	05	
	E M. Thompson Burgess and Chas E Patton Jacob Bilger J J Dyer Benjamin Sykes W P. Bates and James Cassidy Town Council of the Borough of Curwensville Ira Schafer Grant Gates James L Brown James W Harley Alexander Skipper Thomas McCracken and J H Harvey Defts		Second That Defendants be required to pay to your Orators such damages as they have sustained by reason of their taking and cutting down said Ash Third That your Orators may have such other and further relief in the premises as to your Honor may seem meet and as Justice & Equity may require Orvis Dwyer & Murray & Gordon Solicitors for Plaintiffs
Rd. Scoope Esq 11th			
			Aug 1st now 26th June 1889 Bill presented and read and thereupon It is ordered and decreed that an Injunction issue now preliminary enjoining and restraining the said Burgess & Town Council and their agents Servants and Employees from entering upon occupying or in any wise interfering with the piece of land mentioned and described in Bill. This Injunction to be taken as dissolved unless motion to continue the same be argued before me at the Court House in Clearfield on the 3rd day July 1889 at 2 Oclock P.M. Two days notice of time and place argument to be served on the Burgess of said Borough. Writ of Injunction to issue upon the Complainant giving bond in $500 with Surety to be approved by the Prothonotary By the Court
Pro Bloom	$ 2,25		
Atty	3,00		
Pro Bloom	,50		
" Bloom Inj.	1,50		
" Bloom	,50		
Sheff McCloskey Bp Affts.	13,00		
" Bloom	1,25		
" Bloom	25		
" Bloom	,50		By Bond Filed & approved 26th June 1889 See Bond
" Bloom	50		of Plaintiffs in Five Hundred Dollars with James L
" Bloom Copy Affs	1,40		Leavy as Surety as per above order of Court
" Bloom Copy Affs	2,30		now 26th June 1889 Served within Injunction by
" Bloom Copy	1,50		reading & making Contents Known to Edward
" Bloom Rule	50		Thompson Burgess and C E Patton Commencement and
" Bloom	,50		on June 27th 1889 Served by reading on all of the
" Bloom Recd	5,00		within named defendants Except James L Harley
" Bloom Recd Cert Filed Sup Ct	3,00		and Thomas McCaskey who were unable to find
Supreme Court Certs	12,00		Also Served on Roland D. Scoope Esq Counsel for
Pro Bloom Copies	25		defendants by making Contents Known to him doing
" Bloom	1,00		the reading of the original for himself
" Bloom	,50		Sworn Each and Issued Bond &c
" Bloom Rule	60		Now July 6th A.D 1889 we hereby enter our appearance for
" Bloom	50		to wit the Burgess & Town Council of the Borough
			of Curwensville and their Employees named as
			Defendants R D Scoope & McEnally & McCurdy
			Attys for Defts
			Now 6th July 1889 We as attorneys for Defendants
			acknowledge service of this bill this day by Copy
			R D Scoope Defts Atty
			McEnally & McCurdy
Rec'd 10 Oct 1895 Twenty four 30/100 Dollars in full of my Cost A M Bloom Atty			And now 13th July 1889 Affidavit of Plaintiff filed
24 30/100			Now 13th July 1889 Affidavit of Defendants filed

On argument this 2d July Argument Court 1889
Now 3d July 1889 Cause Called and Objection being made that there has been no formal service of the bill the argument of the motion to Continue the injunction is Continued until Saturday the 13th day of July 1889 By the Court
Now 13 July 1889 Motion to Continue Injunction argued
Now 18th July, 1889 Opinion of the Court Filed Continuing the Injunction By the Court
Now 31st July A.D. 1889 The Plaintiff in above Case by their attorneys Enters a rule on Defendants above named to file their answer Plea or demurrer to the Plaintiffs Bill in this Case within thirty days after Service thereof
Now 31st July 1889 We acknowledge Service of this Rule on us
McGrady & McCurdy of Counsel for Defts
Now July 24th 1889 Certiorari filed from the Supreme Court Returnable forthwith upon a Speal taken by the Defendants
Now 30 Aug 1889 Answer of the Defendant Filed
Now 3rd Oct 1889 Full Copy of Record made for Supreme Court
Now 16th Jany 1890 Procedings from the Supreme Court returned with Opinion Remitting Shewing the decree of the Court below affirmed and the appeal dismissed at the Costs of the appellants
Now 20th March 1890 The defendants in the above Case Hereby Enters a rule upon the Plaintiff above named to file in this Case their replication within 10 days after service of this rule in accordance with "Rule of Equity Pratice No 47"
R D Jerome and McGrady & McCurdy atty for Defts
Now 20th March 1890 Service accepted in Case by Murray & Graham Defts atty
Now 28th March 1890 Replication of Plaintiff filed in above Case
Now May 20th 1896 Receipt of Plaintiffs attorneys J F Snyder Esq Thirteen Dollars in full of E.C. McClarkey's costs in this Case W.C. Miller, atty for E.C. McClarkey

Sept Term 1889

Filing — James Lynch Guardian of William P Lynch minor Child of Patrick Lynch decd

29 July — 4 — 3

Wilson — Michael Glancy, James Glancy, Mary Keena formerly Mary Glancy and William Keena her husband, Anna Glancy and John Glancy and Singleton Bell Guardian ad litem

Bill in Equity Praying the Court 1 That a Commission do issue out of this Honorable Court to divide. Separate and allot to Your Orator the One undivided half part of said lots or property. to be held owned used and enjoyed by Your Orator or his Successors as Guardian for the use of his said Ward during his minority Separately and Apart from the balance and remainder of said property and to be held used and enjoyed or disposed of by said ward upon his attaining his majority in fee

2. That Your Honorable Court make such further order and grant such further relief as may seem meet and proper and as justice and Equity may require in the premises

Frank Fielding
Solicitor for Plaintiff

Now 29 July 1889 Affidavit of Plaintiff filed with printed book having the usual order for Defendants to cause an appearance to be entered for them in fourteen days from day of service of bill or Judgment Pro Confesso will be entered and decree made against them in their absence

And now 29 July 1889 Served bill on each and every one of the within named Defendants by handing to them a true and attested Copy of the original. So Ans E L McCloskey Shff

Pro Bloom	$2,25
Atty	3,00
Pro Bloom	,50
" Bloom	,50
" Bloom	,25
Shff McCloskey	5,00
Pro Bloom	,50
" Bloom	,50
" Bloom Rule	,50
" Bloom	,50
Shff McCloskey	4,14
" Bloom	,25
" Bloom	2,00
" Bloom	1,00
" Bloom	1,00
" Bloom	,25
" Bloom	,50
" Bloom	1,00
" Bloom Rule	1,10
Pro Bloom deme	2,00
	2674

Rec'd of W D Bigler Twenty one 47/100 Dollars in full of above costs fee atty & Map
A McBloom Pro

Map not paid

Now Aug 9 1889 I appear for the Defendants above named
S Wilson

Now Sept 2nd 1889 Petition presented & Command'd. Singleton Bell Esq. is hereby appointed Guardian ad litem of Anna Glancy & John Glancy. The said Guardian is hereby authorized and directed to be made a party Defendant on the record
By the Court

Now Sept 2nd 1889 I hereby accept notice of my appointment as Guardian and I accept the duties assigned me as Guardian ad litem and agree that my name be Entered of record in this Case as a party defendant
Singleton Bell

Now to wit Sept 10th 1889 the Plaintiff Enters Rule on the Defendants to file their Plea answer or demurrer in this Case within thirty days in accordance with Rules of Equity Rule 11 Frank Fielding

Now Sept 24th A.D. 1889 Served Rule on the within named Michael Glancy by leaving a true and attested Copy of the same at his residence with an adult member of his family Ans E L McCloskey Shff

Continued to Page 244

Now Oct 21st 1889 I hereby accept Service as Solicitor of Anne Glaney
v. John Glaney & return Personal Service Singleton Bell
Now 21st Oct 1889 I hereby accept Service of the Rule
D V Wilson atty for Defts

Now to wit: 31st Dec 1889 the Bill in this Case having been duly served on the defendant which Service was duly served & returned by the Sheriff of said County: And Whereas a rule was Entered in the above Entitled Case in this Court On the 10th of Sept A D 1889 requiring the said several defendants to file their plea demurrer in this Case within thirty days after Service thereof in accordance with the rules of Equity Practice. And said rule having been duly served on all of the defendants and more than thirty days having Elapsed Since the Service of said rule on all of said defendants And no plea answer or demurrer having been filed it is hereby Ordered by the Plaintiff that the Bill be taken pro Confesso and the Prothonotary is hereby requested to Enter Judgment of Pro Confesso in this Case

Frank Fielding
Solicitor for Plaintiff

And Now to wit the 24th day of January 1890 It appearing by the records in this Case that Judgment has been Entered pro Confesso on the matters and allegations Contained in said Bill a decree of quod partitio fiat is hereby made and allowed in accordance with the Prayer of the petitioner and is hereby Ordered decreed & adjudged that Partition of the real Estate in the Bill mentioned be made in accordance with the Prayer thereof and that one half of the lands described in the Bill being the interest owned by William P Glaney Minor Child of Patrick Glaney deceased Shall be Surveyed ascertained allotted and Set out to the Plaintiff in this Bill and when the same Shall have been done in pursuance of the laws of this Commonwealth in such Case made and provided and in accordance with the rules of Equity Practice the same may be held used and enjoyed by the said William P Glaney his heirs and assigns forever

By the Court
D L Krebs P J

And Now to wit the 28th day of March A D 1890 decree of quod partitio fiat having been Made in the Case the Court hereby appoints W D Bigler Esq Master to make Partition of land in the Bill mentioned and described if the same can be reasonably done without prejudice to or Spoiling the whole and to survey allot divide and Set apart unto the Plaintiff in this Case James Lynch for the use of William J Glaney Minor Child of Patrick Glaney deceased the undivided One Half part of the said land the same to be held owned used and enjoyed by him the said William P Glaney his heirs and assigns forever in accordance with the Prayer of the petitioner in the original Bill and the said Master is hereby ordered to make report of his actions to the Court if the same can be so divided without injury to or Spoiling the whole and if the same cannot be so divided then to appraise and Value the same in the manner provided by law

Continued to Page 243

By the Court

Now Nov 20th November 1890 Report of Master & Commissioner filed
Now Dec 8th 1890 The within report presented read & Confirmed and the same is hereby approved and affirmed

By the Court

And now Dec 10th 1890 Report of W D Bigler Esq Master & Commissioner in this Case having been filed approved & Confirmed: And it appearing that the real Estate cannot be partitioned without prejudice to or Spoiling the whole and the same having been duly Valued and appraised on motion of Frank Fielding Attorney for Plaintiff. A Rule is granted on Defendants and on Plaintiffs to appear in Court and accept or refuse to accept the real Estate at the Valuation or Show Cause why the same Should not be sold Returnable first Monday of January 1891 at 2 Oclock PM

By the Court

Singleton Bell Grand

Now Dec 13. 1890 Service accepted
Now Dec 13. 1890 service accepted for Michael James & Mary Glaney
D V Wilson

(Continued to Page 243)

December Term 1889

Geom Bilger	Michael Dederer		Bill in Equity Praying the Court
			1st That the said Elizabeth Katrina Neubauer &
1 Nov		1 00	Henry Neubauer Her Husband upon their payment
			to them of the sum of Forty Six dollars Expenses
Herron	Elizabeth Katrina		as above stated and the delivery to them of the paper
	Neubauer & Henry		Writing Set forth be Compelled to recovey the Property
	Neubauer		above described to Your petitioner
			2nd That such other and further relief may be
			granted as the Court May deem Just & Equitable
Pro Bloom & Atty		$2.25	And now 1st Nov 1889 it appearing by the foregoing
City		3.00	affidavit that Elizabeth Katrina Neubauer & Henry
Pro Bloom		1.00	Neubauer Her Husband are non residents defendants
Shff McCloskey		7.80	of Erie County without the Jurisdiction of the Court
Pro Bloom		50	It is therefore Ordered that a copy of the Bill be
" Bloom		25	Served upon Each of them in the City or County of
dis		20	their residence or wherever they or either of them
		$9.80	may be found in the State of Penn'a as personal
Rec'd 20th Dec 1889 of Geo M Bilger			by rule 6 of Equity Rules together with a copy of
Nine 80/100 Dollars the above Cost			this Order By the Court
less Atty Fees		A M Bloom Pro	Nov 1st 1889 Affidavit of Plaintiff filed with
			printed Book & Rule by the ordered order for defendants
			to cause an appearance within fourteen days from
			from service of bill or Judgment Pro Confesso will be
			entered and decree made against them in their
			absence Thos J Keenan Deputy
			Now Nov 2nd 1889 William O Mike Shuff of Erie
			County Pa to serve the within Bill in Equity
			E L McCloskey Shff
			Now 7th Nov 1889 Served within named Defendants
			Elizabeth Katrina Neubauer and Henry Neubauer
			her Husband by giving Each of them a true & attested
			Copy of this Bill in Equity and Making Known the
			Contents thereof to Each of them personally
			Sworn & Mike Shuff Erie Co Pa
			Now 16th Nov 1889 answer of defendants filed
			Now 19th Nov 1889 I hereby appear & enter my
			appearance for Defendants in above case
			D J Keenan Atty for Defts

Nov Dec 20th 1889 above suit discontinued by agreement between the parties - deed for above land having been delivered to plaintiffs attorney. Costs to be paid by Plff

George M. Bilger

Attorney for Complainant

Continued from Page 241

And now to wit: the 2d Feby 1891 the rule to show Cause granted in this Case for the heirs and parties in interest to appear and accept or refuse the real Estate in the proceedings mentioned and described having been returned this day and all the parties in interest having been duly warned and no one having appeared to accept the real Estate at the appraisement fixed thereon by the Master nor to show Cause why the same should not be sold on motion of Frank Reading attorney for Plaintiff it is Duly ordered adjudged and decreed that the said real Estate shall be sold by the Master appointed in this Case in accordance with the Provisions of the act of Assembly in such Case made and provided and it is Duly ordered adjudged and decreed that the said William D Bigler Master appointed in this Case shall forthwith proceed to sell the said Real Estate at Public Sale in the following terms to wit: Ten (10%) per centum on the Amount for which Property is struck down on day of Sale the balance of one half on Confirmation of sale and residue in one year to be secured by Bond & Mortgage on the Premises with interest And it is Duly ordered adjudged and decreed that the interest of Mrs Mary A Glaney Widow of Patrick Glaney deceased one of the tenants in Common of said Real Estate shall be and remain a charge upon said land during the period of her natural lifetime the interest thereof to be paid regularly annually during her life and at her death the said Principal Sum so charged on said real Estate to be paid to her son William P Glaney. The interest of said Mrs Mary A Glaney Widow of Patrick Glaney to be secured upon said real Estate by Judgment Bond and Mortgage to be Executed to said William D. Bigler as Trustee for said Widow and her son said William P Glaney. And the said William D Bigler Master is hereby authorized and directed after paying the Expenses of the proceedings to distribute the proceedings of said sale to and among the parties legally entitled thereto in accordance with the laws of the Commonwealth in such Case made and provided. And the said William D. Bigler Master is Duly required to file his Bond in the Court with two sureties in the sum of Three Thousand dollars Conditioned for the faithful Execution of his duties in this matter

By the Court

David L Krebs

P.J.

Audited 6th Jany 1890 J. T. Johnson Auditor

February Term 1890

Harris	W.M. McCoy and A. J. McCoy		Bill in Equity Praying the Court first That an injunction preliminary now and perpetual Thereafter may issue to restrain the
1 Jany		1 05	said defendant from Cutting or removing any of said timber
	F.M. Burch George E Jones R J. Walker George Britton and George Moore		Second That said defendants be required to pay and account to your Orators for the injury done by the Cutting of said timber and other Trespasses Committed therewith and by them Committed upon said premises
			Third That the Court will grant such other and further relief in the premises as to Justice & Equity appertain and may seem meet & proper
Pro Bloom		$2.25	Frank G. Harris
atty		3.00	Solicitor for Plaintiff
Pro Bloom		.50	
" Bloom writ Inj.		1.25	And now 18th January A.D. 1890 the within Bill presented and read and it was thereupon duly
" Bloom		.50	ordered and decreed that an injunction be issued Preliminary now enjoining and restraining the within
Shiff McCleskey Inj.		11.00	named defendant R. J. Walker Geo E Jones George
" McCleskey Bill		9.00	Britton George Moore and F M Burch their agents
" Bloom Exp		1.50	Employees or servants from Cutting or removing the
		29.00	timber Shingle bolts or trees Standing lying or being on the premises in the Bill described or in any wise touching or interfering with the same pending the determination of this Bill. It is further Ordered that said Preliminary injunction be taken as dissolved unless Motion to Continue the same be argued before me at the Court House in Clearfield Pa on the 8th day of January A.D. 1890 at 2 Oclock P.M. Ten days notice of the time and place of said order for hearing to be given defendant to writ to issue until bond be filed & approved by the Court in $500 — in the usual form of injunction bonds
			By the Court
			Now 18th Jany 1890 Affidavits of Plaintiff filed with Printed book & praying the usual order for defendant to cause an appearance to be Entered within 14 days from service of bill or Judgment Pro Confesso will be entered and decree made against them in their absence
			Now 18th Jany 1890 By Paper filed dated & approved see Bond of Plaintiff in five Hundred dollars with Jonathan Boynton as Surety as per above order of Court

Now Jany 18th 1890 Served within writ on within named George E Jones and R J Walker by handing to Each of them a true and attested Copy of within Bill & writ of Injunction and Making Known to them the Contents thereof and 20th Jany 1890 Served on within named Geo Moore by leaving a true and attested Copy of the same at his residence with an adult member of his family and on George Britton personally by giving him a true and attested Copy & Making Contents Known to him and return Nihil as to the within named F M Burch

Evans & McCleskey Shff

On Argument Rule 1st Day 1890

Now 18 May 1840 After Consideration had it is hereby ordered that the preliminary injunction heretofore issued be Continued pending final hearing of the bill By the Court

Feby Term 1890

Hagerty Barrett & McCormick	The Falls Creek Rail Road Company	Bill in Equity Praying the Court First To restrain the said Defendant its Officers Agents and Attorneys from proceeding at law to recover possession of the premises now occupied by the said Falls Creek Railroad and especially from proceeding further in a certain action of Ejectment brought to No 142 September Term 1889 by Albert C Hopkins vs Frank Morrison in which case the Reynoldsville and Falls Creek Railroad Company have been Allowed to intervene as Plaintiff and the Falls Creek Railroad Company Co Defendants
25 Jany	2 "	Second To restrain the said Defendants its Officers Agents and Attorneys from any interference with the use enjoyment and occupation on the tracks of the Falls Creek Railroad Company as now used by the said Company in transporting of Coal from the mines of said Falls Creek Mining Company and in the pursuit of their business as Common Carriers
S R Peale Frank C Tharp	The Reynoldsville and Falls Creek Rail Road Company	Third That Complainants be granted such further and other equitable relief as may to Your Honorable Court seem meet
		Now 25 Jany 1890 Plaintiffs file their affidavit with Printed Book hereof the usual order for the Defendant to Cause an appearance to be entered within 14 days from service or Judgment & Confesso will be taken and decree made Against them in their Absence
		And Now 22 Jany 1890 upon bill being presented and read and upon due Consideration it is ordered Adjudged and decreed that an injunction preliminary now and perpetual hereafter issue restraining and enjoining defendant. The Reynoldsville and Falls Creek Railroad Company by their Agents Employes or Contractors or any other person or persons from entering upon the within premises in the within mentioned bill that is to say on that portion of tract of land known as No 13 Situate in Sandy Twp Clearfield Co Pa. Wherein the Complainants Company has Constructed. Now holds and uses its line of Railroad or in any Manner interrupting interfering with or encroaching upon any of the rights, property and privileges of the Complainants at the place aforesaid as now held used and occupied by said Complainants and further that all proceedings now pending under a certain action of Ejectment brought to No 142 September Term 1889 in which the Reynoldsville and Falls Creek Railroad Company are Plaintiff and Frank Morrison is Defendant be Stayed pending the determination of this proceeding
		This injunction to be taken as dissolved

Pro Bloom	By Hagerty	$ 2 25
Atty	Paid Hagerty	3 00
Pro Bloom	By Hagerty	50
" Bloom	By Hagerty	1 00
" Bloom	By Hagerty	50
" Bloom Esq	By Hagerty	1 25
" Bloom	By Hagerty	1 00
Sheff McCloskey	Paid	5 70
" McCloskey	Paid	5 70
" McCloskey	Paid	5 70
Pro Bloom	By Hagerty	50
" Bloom aff	By Hagerty	2 50
" Bloom argt	By Hagerty	1 50
		31 35

Rec'd McCloskey cost in above Case.

D J Geiger
Pro

unless a motion to continue the same be Argued before me at the Court House in Clearfield on the 8th. day of February A.D 1890 at 10 oclock A.M. of said day The injunction not to issue until a bond be filed in the sum of One Thousand Dollars Conditioned to indemnify the defendant Company for all damages sustained by reason of issuing of said injunction. Notice of the time and place of hearing to be given defendants or its Agents at least four days before the time of hearing with Copy of the order

By the Court

By paper-filed dated & approved 28th Jany 1890 See Bond of Plaintiff in the sum of One Thousand dollars with Frank Morrison and John E DuBois as Sureties

Now 31st Jany 1890 It appearing that the Falls Creek Railroad Company General Manager and Superintendent is a non resident of Clearfield County and resides in Jefferson County Pa Now therefore it is Ordered that the Sheriff of Clearfield County serve this writ on the Reynoldsville Falls Creek Railroad Company by serving a copy of the Bill & Injunction with Copy of this order upon any Officer or agent of said Company or the General Manager & Superintendent thereof residing in Jefferson County or Elsewhere in this Commonwealth

By the Court

Now to wit. February 4th 1890 We hereby appear for the defendants

S R Peale and Frank Fleeming Attys for Defendant.

Now 31st Jany 1890 I hereby deputize John F Kramer to serve the within writ

Louns E McCurdy Sheriff

Now Feby 1st 1890 Served written Bill on the within named Company by giving to H B Elliott at Reynoldsville Pa President & General Manager of the Reynoldsville Falls Creek Railroad Company a Compared Copy of this Bill in Equity there being no agent of said Company to be found in Clearfield Co Louns E McCurdy Sheriff

Now 1st Feby 1890 Served within writ of Injunction on within named Company by giving to H B Elliott at Reynoldsville Pa President & General Manager of the Reynoldsville Falls Creek Railroad Company a true & attested Copy there being no agent of said Company to be found in Clearfield County

Louns E McCurdy Sheriff per Jno F Kramer Dep Sheriff

Defendants answer filed 17 April 1890

On argument Leish at April argument Court 1890 & Opinion of the Court filed dissolving Preliminary Injunction so far as relates to the Eject ment &c

By the Court

ALL PAGES

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AND NOT

SCANNED

May Term 1890

Hagerty & Wilson Solrs. — J H Cook — 1 — 3

8 Feby

M C & M C. — Ai F Boynton
Edith B Dill Exx
Wm H Dill her husband
Isaac Barger
George Forcey
and Simeon Cross

P W Brown	$2 25
Atty	3 00
P W Brown	1 00
" Brown	50
" Brown	25
" Brown Dep	1 25
" Brown	25
Shy McCle	6 25
P W Brown Off Affdavits	5 00
" Brown Offs Affdavits	1 50
" Brown argt	1 50
" Bloom	50
" Bloom	50
Shff McCloskey	1 50
P W Bloom Recond	4 00
Supreme Court Costs	19 00
P W Bloom	1 50
Esq Shiry	2 50
G B Goodlander Printing	91 00
Wilson & McMichael Printing	18 00
Off Bill of Costs	47 95
P W Bloom	50
" Bloom	50
" Bloom	60
" Bloom	50
Shff McCloskey	1 50
Dis $21 295	25
	$74 00

Rec'd 8 Nov 1890 of Ale Boynton per J B McCrady Seventy four dollars in full of above costs except Goodlander bill and Repp Bill
$74 00
A M Brown
Pro

Recvd Jany 2 - 1891
A M Brown $20 - Beig
Supreme Court Costs
Exp $1 - on Atty
H A Hagerty

Bill in Equity Praying the Court
1st That the Defendant be restrained by an Injunction Priliminary Now and perpetual hereafter from interfering in any way with the train road or any property Connected therewith belonging to your Orator or from Molesting or disturbing him in his use and enjoiment as the owner of the same
2nd That defendants be Compelled to pay your Orator such damages as he has sustained by reason of their destruction of his train road and Stopping and interfering of his business as Miner and Shipper of Coal
3d That Your Orator may have such other and further relief in the premises as Equity may require and to your Honorable Court May seem meet

Hagerty & Wilson
Solicitors for Complainant

Affidavit with Files Copy of

Now 8th Feby 1890 Complainant bill having the usual order for defendants to cause an Appearance to be entered for them within 14 days After service or judgment Pro Confesso will be taken and decree made Against them in their Absence

We Certify that in our Opinion the Plaintiff does not have an Adequate remedy at law for the matters for the matters Complained of in this Bill and that at the time of the presenting the same to the Court there was not time to print this bill

Hagerty & Wilson
Solicitors for Plaintiff

Now 8th Feby 1890 Bill of Complainant read and Considered and thereupon it is Adjudged ordered and decreed that a preliminary Injunction be issued Enjoining and restraining the within named Defendants from interfering in Anyway with the train road or Any property Connected therewith belonging to your Orator or from Molesting or restraining Complainant in the use and enjoyment as the owner of said tramway by themselves their Agents servants or employees. This Injunction to be taken as dissolved unless a motion to Continue the same be Argued before me at the Court House in Clearfield Pa on the 14th day of Feby 1890 at 2 P.M. Two days Notice of the time and place of the hearing with Copy of this order to be served on Defendants. This Writ of Injunction not to be issued until Bond in $500 - with surety approved by the Court be filed

By the Court

By paper filed dated and Approved 8th Feby 1890 See Bond of Compleanant in $500 with Daniel Mahaffey as surety Conditioned as per above order of court

Now 8th Feby 1890 writ of Injunction Issued

By paper Filed and dated 13th Feby 1890 McEnally & McCurdy Appear for defendants and direct their appearance to be entered of record

Now 10th Feby 1890 this Bill served on us by Copy McEnally & McCurdy Attys for defendants

Now 8th Feby 1890 Served the within writ of Injunction on Mrs Estill & Edeth Dill & Simeon Cross personally by giving to each a true and attested Copy thereof and making known to each of them the Contents thereof and served on George Forcey by leaving a true and attested Copy at his residence with an adult member of his family with whom he resides and Nihil habet as to Ii F Boynton writ not served on Isaac Borgen

So Attest E L McCloskey Sh

Now 12th Feby 1890 Supplemental Affidavit of Wm Mapston on part of Defts

Now 14th " " Affidavit on part of Plaintiff of H T Cook Filed

" 14th " " " " " " " of James Sutherland Filed

" 14th " " " " " " " of Matthew Morris Filed

" 14th " " " " " " " of George Stevens Filed

" 14th " " " " " " " of James Sutherland Filed

" 14th " " " " " " " of E F Townsend Filed

" 14th " " " " " " " of J W Cook Filed

" 14th " " " " " " " of Harry Cook Filed

" 14th " " " " " " " of David Eldridge Filed

" 14th " " " " " " " of J L Mills Filed

" 14th " " " " " " " of E F Townsend Filed

" 14th " " " " " " " of A V Hoyt Filed

" 14th " " " " " " " of John Bunel Filed

" 14th " " " " " " " of J W Cook Filed

" 14th " " " " " " " of Dwight Swift Filed

" 14th " " " " " " " of J S McLean Filed

" 14th " " " " " " " of James Sutherland Filed

" 14th " " " " " " " of J L Thompson Filed

" 14th " " " " " " " of G M Pilegal Filed

" 14th " " Draft marked Exhibit "A" Filed by Plffs Atty with Letter attaching Cooke & Hill

" 14th " " Affidavit on part of Defts of Wm H Dill Filed

" 14th " " " " " " " of Simeon Cross Filed

" 14th " " " " " " " of Simeon Cross Filed

" 14th " " " " " " " of Austin King Filed

" 14th " " " " " " " of H K Meyer Filed

" 14th " " " " " " " of P E Wormeldorf Filed

" 14th " " Copy of Agrument between Sabra A Scott & J W Cook Filed

On Argument Lien for 14th Feby 1890

And now 21st Feby 1890 Opinion of the Court Filed dissolving the preliminary Injunction By the Court

Now 3rd March 1890 Certiorari from the Supreme Court filed Returnable forthwith upon Appeal taken by Plaintiffs in this Case

Now 26th March 1890 The Plaintiff in the above Case by his attorneys Enters Rule on defendants above named to file their answer Plea or demurrer to the Plaintiff Bill in this Case within thirty days after Service thereof

H. A Hagerty D. V. Nelson & Murray & Gordon Attys for Plffs

Now 26th March 1890 defendants Counsel accepts Service of rule

Evans E L McCloskey Shff

Now 26th April 1890 Defendants answer filed in above Case

Now 7 May 23rd 1890 Record & Remittitur from Supreme Court filed with Opinion & decree of that Court Reversing the decree below at the Costs Appellees & reinstating the preliminary Injunction

Nov 24th Sept 1890 the Defendants by their attorneys McEnally & McCurdy Enter a rule on Plaintiff to file his repliciation within ten days after Notice of the rule. McEnally & McCurdy attys for Defendants

Nov 24th Sept 1890 Service accepted and issue and Service of rule waived Murray & Green attys for Plff

And Nov 2d Oct 1890 In the matter of the appointment of a Master in Chancery in the above Bill & Cross Bill. I find that under the indications of Counsel as to the appointment of a master It is practically impossible to make an appointment that would be acceptable to both sides however much I might desire to do so. It is therefor ordered that Singleton Bell Esq be and is hereby appointed Examiner with the powers of a master to hear the testimony report the facts and a decree to the Court, and that he proceed to hear and determine the same with as much Expedition as the importance of the cause will admit under the Rules of Equity Practice

By the Court

Nov 6 Oct 1890 by paper filed & dated this day, the defendants in above original bill by their attorneys McEnally & McCurdy enter a Rule on John W Cook the plaintiff in above original bill and defendant in the Cross bill to close the taking of testimony on his part in the bill and Cross bill within 30 days after Notice of this rule to him or his attorney —

McEnally & McCurdy
attys for A. F. Boynton et al

Nov 6 Oct 1890. Rule granted — By the Court — D K Krebs R J

Nov 6 Oct 1890 by direction of McEnally & McCurdy this rule was served on W A Hagerty Esq by handing him a true & attested copy of the original

So Cus E K McCloskey Shff

Nov 8th 1890. This cause settled by Agreement of parties and proceedings discontinued. —

W A Hagerty
atty for Jno W Cook.

Attest
A M Bloom Pro

May Term 1890

Mr. E. McC.	Ario Pardee Isaac Payler Trustee Richard Ashman Executor &c George H. Ashman Cornelia J. Ashman Engel Ashman Heirs H. Ashman Wd Lilian A. Barnhart wife of Dr Dallas Barnhart Plaintiffs	Bill in Equity Praying the Court First. That the said Defendants be required by the order of Your said Court to Perform Specifically the aforesaid Contract of April 27th 1869. so far as it is Capable of being performed according to its Spirit and Meaning: and that so far as they have rendered performance impossible & impracticable on their part that they be required to pay to Your Complainants an adequate amount in Money by way of Compensation to be ascertained and determined by the Court
March 19	2 05	Second That the amount and Value of the Coal in the Philip Stone track which was owned by the said Wigton Dorris and Holt & by some of them and was to have been Conveyed under the greenwich of April 27th 1869 to Richard and Mary Jane Ashman their Heirs and assigns & which was not Conveyed but was by said defendants taken or destroyed or appropriated to their own use be ascertained by Your said Court: and also that the damages which Your Complainants are entitled to recover from said defendants on account of their said Violation and non performance of said Agreement be also ascertained and fixed by Your said Court and that the said Defendants be thereupon required to pay the amount of said damages to Your said Complainants
Ord. Dropped Murray Plaintiff	Richard B. Wigton William Dorris and David W. Holt	Third That the said defendants be required to convey to Your Complainants said land east of the Philip Stone track with whatever residue of Coal there may remain in the same locality and boundaries of said land to be ascertained and designated by the Court and the title to be such as is good and sufficient and clear of all incumbrance
Pro Bloom	$2.25	Fourth That the Court further ascertain the boundaries of the surface referred to in said article of agreement of 27th April 1869 and approve and designate the form of deed which Complainants should make & defendants accept in respect to said surface
Atty. Rec'd Nov. 22/90 of Pro Bloom	3.00	Fifth That the Court also ascertain and designate the boundaries of the land between the gangway and West run and also of the land for which the said defendants are to have a deed Conveying the Coal as well as the surface and that the Court designate the form of deed which Complainant should make and defendant accept for that portion of land wherein defendants are entitled to have both the Coal and the Surface
Pro Bloom	.50	Sixth That Your orators the Complainants may have such other and further relief as Your Honorable Court may seem meet and as Equity may require
" Bloom	.50	McEnally & McCurdy
" Bloom	1.00	Attorney for Plaintiffs
" Bloom	.50	Nov 19th March 1890 Plaintiffs file affidavits with
" Bloom rec	.60	printed Bill praying the usual order for defendants to
Sheff McCurdy	1.25	cause an appearance to be entered for them or Decree pro Confesso will be taken against them in their absence
" Bloom	.25	
" Bloom	.50	
" Bloom	.25	
" Bloom	.50	
Dis	.25	
	$11.35	
Rec'd of Mrs Dorris Eleven 35/100 Dollars Above costs in full		
	P. McBloom Pro	

Nov. 22nd 1890 this case having been settled is now dismissed according to terms filed in No 504 Sept. Term 1879
McEnally & McCurdy
Attys for Plffs.
P. McBloom Pro

This Bill with the order of Court and notice Served on me by Copy at Huntingdon Pa March 29th March A.D. 1890 William Dorris

Now 2d April 1890 Served personally the within Bill in Equity with the order of Court & Notice endorsed in it on endorsed on it on Richard B Wigton at his home in Philadelphia Pa by giving him a duplicate printed Copy on the 27th day of march 1890 and served personally the same Bill with the order of Court and Notice Endorsed in it on Endorsed on it on David H Holt at his Residence in Hollidaysburg Pa by giving him a duplicate printed Copy April 2d A.D. 1890 Jno

Soon Oath Ans Isaac Taylor

And now 7th April 1890 We Purely appear for William Dorris and Richard B Wigton two of the defendants above named and the Prothonotary is requested to note the same on the Record of said Case Orvis Ingram Murray & Gordon attorneys

Now 10th May 1890 The Plaintiff by their attorneys McEnally & McCurdy Purely Enter an Order that the Bill in this Case be taken Pro Confesso as against David H Holt one of the defendants the Plaintiff reserving the right of proceeding against the other defendants who have appeared in the usual way allowed by law after appearance. It appearing by the record that the Bill was duly served on said Holt on the 2d day of April 1890 and no appearance having been Entered by said Holt or for him although more than ten days have passed since said Service this Order that the bill be taken Pro Confesso against said Holt is Entered according to Rule 13 of Equity Rules and the Prothonotary is directed to Enter the same on the record McEnally & McCurdy attys for Plff

Now May 16th A.D. 1890 The Plaintiff by their attorneys McEnally & McCurdy Purely Enter a Rule on Richard B Wigton and William Dorris defendants named to file their plea demurrer or answer to the bill in this Case within thirty days after Service of Notice of this rule McEnally & McCurdy Plff. attorneys.

Now 12th May 1890 This Rule Served on Defendants Counsel Orvis Ingram & Murray & Gordon Lewis E McCleskey Sheriff

And Now 10 June 1890 Defendant file their answer to Plaintiffs Bill as required by rule Served on them the 12th day of May 1890

Now 20 June 89 Plaintiff atty file exceptions to Defendants Answer

Now 10th July 1890 Petition filed & read and thereupon Rule granted to Show Cause why Judgment by default should not be stricken off & defendant D H Holt permitted to file his answer &c Ret 1st argument Court By the Court

Now 10th July 1890 D W Holt having appeared & joined in the answer We agree that the Judgment taken Pro Confesso for default may be set aside as to him

McEnally & McCurdy attys for Plff

ALL PAGES

FROM

256 TO 257

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AND NOT

SCANNED

May Term 1890

Shaw	J Keny McCanahan		Bill in Eqiuty Praying the Court
Mitchell	& Robrt McNamara		First That on the 29th day of Sept 1883 J Keny McCanahan
			and Robrt McNamara Dr purchased from Robrt M Shoff
31 Mar		3 05	by deed Recorded in the Office of Recorr of deeds in
			Clearfield County Pa in Deed Book 30 page 170 a
	William Luther Mason		certain tract of land in Bigler Township Clearfield Co Pa
	David Hensal		described as follows:
			Beginning at a post corner on the West bank of
			Clearfield creek thence by land of Such warrants in
Pro Blenn		$ 2.25	the name of John McConnell North forty five degrees E
Atty		3.00	Prayer of Complainants
Pro Blenn Inj		1.25	First That Defendant May be restrained by preliminary
" Blenn Bond		.50	and Finally final Injunction from selling removing or in
Shff McCleskey Bill		5.30	any way interfering with any of said timber or with the
" McCleskey Inst		5.30	stock upon said premises until the said balance of
" Beorn		.50	purchase money paid
" Beorn		.50	Second Such other and further Equitable relief as the
Dis		.25	nature of the case may require
			W Inn Shaw
			Oscar Mitchell
			Solicitors for Complainants
			Now 31st March 1890 Bill read and thereupon it is ordered
			that a preliminary injunction be issued enjoining and
			restraining the said William Luther and David Hensal
			from proceeding to sell remove or in anywise interfering
			with the timber & tres mentioned therein This Injunction
			to be latten as dissolved unless a Motion to Continue the
			same be argued before me at Clearfield Pa on the
			8th day of April 1890 at 2 PM Six days notice of
			the time and place of Hearing to be given to said Respondents
			Bond in $500 to be filed before writ Issues
			By the Court
			By Paper filed dated & approved the 31st Mar 1890
			the Bond in the Sum of five Hundred dollars with
			James D Morr as Surety as per order of Court
			Now 31st March 1890 I Hereby Deputize Chauncey John McMullen
			to Execute the within Writ of Injunction McCleskey Shuff
			Now 1st April 1890 Served Bill on William Luther and
			David Hensal by giving them a printed Copy of same
			with notice Endorsed thereon as above and April 1st
			1890 Served writ of Injunction on William Luther and
			David Hensal by making Contents Known to Each
			of them and leaving a Copy of same with Each of them
			Jno Mullen Shuff

May Term 1890

Kelly	Elizabeth Gorman assignee of Alfred Storms		Bill in Equity Praying the Court first That a decree be made by Honorable Court directing the Specific performance of the above recited agreement according to the true intent and Meaning thereof Second That the said Defendant be required to pay and account to your orator for the injury done by reason of said Neglect and the failure to Comply with said agreement Third That the Court will grant Such other and further relief in the premises as to Justice & Equity appertain and may seem meet and proper. James A Kelly Solicitor for Plaintiff
9 April	4	00	
Friday	John Hockenberry		
Pr Bloom		$2.25	
Atty		3.00	
Shff Md Clerk Eq Pd & U.C. Md		5.30	
Pr Bloom		.50	Now 9th April 1890 Plaintiff files his affidavit with
Pr Bloom		.25	printed Bill Praying the usual order for defendant
" Bloom		.25	to cause an appearance to be Entered for him or
" Bloom		1.50	Judgment Pro Confesso will be taken against him in
" Bloom		.50	his absence
" Bloom Rec		.60	Now April 22d 1890 Served the within Bill in
Shff Carden		1.50	Equity by leaving a true Copy thereof at the residence
Pd Surgery		.50	of the within named John Hockenberry with an adult member of his family James E. McCleary Shff
			Nov 14th May 1890 Frank C. Fraley appears for the defendant Frank C Fraley Atty for Defendant
			Nov 6th July 1892 Enter Rule on the Defendants in the above Case to file his plea Demurrer or answer to the bill within thirty days after Service of notice of said Rule as per Rule of Equity practice No 29 James A Kelly Atty for Plaintiff
			Nov 6th July 1892 Served Rule on Frank C Fraley attorney for Defendant by handing him a true and attested Copy of same James F. McCardan Shff
			Nov 30 Jany 1895 Demurrer of Defendant filed
Ptf Surgery		.50	

September Term 1890

Fielding	The Clearfield Lumber Company Limited		Bill in Equity Praying the Court Frist That a Commission do issue out of this Honorable Court to devide Separate and Allot to Complainant the undivided Half part Pereinbefore described Comprising sixty two acres more or less to be held and enjoyed by Complainant Separate and apart from the other Half thereof Second That an account be taken between Complainant and defendants Whereby defendants may be required to pay to the Complainant the Value of the timber Cut taken and removed by the defendants without the Consent in writing of the Complainant or of said R H Morris as Pereinbefore Statia for the premises as in such Case is provided by the laws of this Commonwealth Third That your Honorable Court will make such further order and grant such further relief as may seem to your Honorable Court proper and as Justice and Equity may require Frank Fielding Solicitor for Plaintiffs
24 June	1	05	
M r G	L B Mile & W H Mile		
Pr Bloom		$2.25	
Atty		3.00	
Pr Bloom		.50	
" Bloom		.25	
" Bloom		.25	
Shff McClurkin		4.00	
Pr Bloom		1.50	
" Bloom		60	
Shff McClurkin		1.00	

Now 24th June 1890 Plaintiffs files their affidavit with printed Bill having the usual order for Defendants to cause an appearance to be entered for them or Judgment Pro Confesso will be taken against them in their absence within fourteen days

Now 25th June 1890 I hereby appear for the Defendants above named Frank E Gordon Atty for Defts

Now 1st July 1890 Mr Hurley: Enter our appearance for Defendants in the above Case

Murray & Gordon Attys for Defts

Now 23rd June 1890 Served within Bill in Equity on within named D W Mile one of the defendants named therein by handing him a true & Compared Copies of this Bill and informing him of the Contents thereof

and 30th June 1890 Served within Bill in Equity on within named L B Mile the other defendant by handing him a true & Compared Copy of this Bill and informing him of the Contents thereof

So Ans E L McClurkin Sheriff

Now 19 July 1890 Plaintiff by Atty enters a Rule on the Defendants to file their plea Answer or demurrer in this Case within thirty days from the service hereof in accordance with rules of Equity proceedings Frank Fielding Atty for Plff

Now 19th July 1890 Served on Defendants Counsel by giving a true Copy of within rule to Cyrus Gordon Esq one of the firm of Murray & Gordon Defendants Counsel

So Ans E L McClurkin Shff

September Term 1890

M&E 7 Mch

A. F. Boynton Edith B Dill & H. A. Dill

vs

John H. Cook

19 July
Hagerty
Klein
M & S

Cross Bill in Equity

Pr Bloom $2.25
Atty (M & S) 3.00
Pr Bloom .50
Sheff McClurkey 1.00
Pr Bloom .50
" Bloom .25
" Bloom .25
" Bloom .50
" Bloom .50
Dis .25
$9.75

Rec'd 8 Nov 1890 of Dill & Boynton Mich $9.75/100 dollars the above costs in full
$9.75/100
A M Bloom Pro

This case has been settled and is therefore discontinued.
McEnally & McCurdy
Attys for Plff.
Nov. 8. 1890

Attest
A M Bloom
Proth

First That said John H. Cook be restrained by Injunction from using the said ham road over the land of said A. F. Boynton and Edith B. Dill near Woodland Clearfield County Pa. from the Soult land or mines to the Tyrone & Clearfield Railroad until he shall have fully complied with his agreement and also in a proper manner satisfactory to your Orators of November 28th 1887 made with your Orators or the Court shall have shown his readiness to comply with & carry out his part of said agreement in the future

Second That in the absence of such Specific performance of said agreement by said Cook as may be satisfactory to your orators or adjudged sufficient by the Court the said agreement be declared at end and your Orators to restored to the possession and control of their said property including as well the said leased land as also the land of your Orators over which the ham road passes (a distance of a mile or more) from the Soult land or mines to the Tyrone & Clearfield Railroad; And also the possession of said ham railroad and such improvements as your Orators are entitled to have under the terms of the lease at the determination of the lease

Third That the damages arising to your said Orators through the default of said Cook in the performance of his said agreement of November 28th 1887 be duly ascertained under the direction of your said Court and that the said Cook be required by decree of your said Court to pay the same to your Orators

Fourth That your Orators may have such other and further relief in the premises as Equity may require and to your Honorable Court may seem meet

McEnally & McCurdy Attorneys for Plaintiffs

Now 19th June 1890 Plaintiffs files their affidavit to with printed Bill praying the usual order for Defendant to cause an appearance to be Entered for him within fourteen days or Judgment Pro Confesso will be taken against him in his absence

Served July 19th 1890 by giving a Copy of within Bill in Equity to Ogus Gordon Esq a member of the firm of Murray & Gordon and to Mich V. Wilson and H. A. Hagerty Attorneys for within named defendant

Jos. E. McClurkey Sheriff

Now 12 August 1890 We hereby appear for Defendant in the above stated Case and direct the same to be entered of record

H. A. Hagerty D. Klein & Murray & Gordon
Attys for Defendant

Now 4th Augt 1890 Plaintiffs by their Attorneys McEnally & McCurdy enters Rule on said Defendant to file his plea demurrer or answer to the Bill within thirty days after Service of Notice of this Rule

McEnally & McCurdy attys for Plffs

Now 4th August 1890 Service of Rule accepted and Service of Rule waived

Murray & Gordon Counsel for J. H. Cook

Now 18th Augt 1890 Answer of John H. Cook filed

Now 21st August 1890 Plaintiffs Replication to Defendants answer filed

Nov 6 Oct 1890 By paper filed & dated this day the defendants in above original bill by their Attorneys McEnally & McCurdy enter a rule on John W Cook the plaintiff in above original bill and defendant in the Cross bill to close the taking of testimony on his part in the above bill and Cross bill within 30 days after Notice of this rule to him or his Attorney

McEnally & McCurdy

Attys for A. F. Boynton et al

Nov 6 Oct 1890 Rule granted By the Court D L Krebs P.J.

To W A Hagerty Esq Counsel for defendant Take Notice that a Replication to defendants Answer to the above mentioned Cross bill was filed on the 21st day of August A.D. 1890

McEnally & McCurdy

attys for A. F. Boynton, Edith B Dill & W F Dill. Oct 6th 1890

Recived Notice by Copy this 6th day of October A.D. 1890 W A Hagerty

Atty for Deft

Nov 6 Oct 1890 by direction of McEnally & McCurdy this Rule was Served on W A Hagerty Esq. by handing him a true & attested copy of the Original

So Aus E L McClosky Shff

See Record in Nov1 May Term 1890 for Rule on J W Cook to close his testemony in Orginal Bill and Cross Bill in 30 days which was Served same day as Stated to

September Sess 1890

W H Patterson	Jane Rhoades		Bill in Equity Praying the Court
A C Smith			first That the said Laurnee Swiendanger be
Paugh	3	05	Compelled to carry out the agreement with your
			Orator as set forth in the above Statement
	Laurnee Swiendanger		Second That the said Laurnee Swiendanger be
			Compelled to your Orator upon payment by him
			of the money advanced by him with interest the
			Plains Clock and Set Potter hereinbefore decreed
Per Bloom		$2.25	Third That the Court will grant such other and
Atty		3.00	further relief in the premises as to Justice and
Per Bloom		.50	Equity appertain and may seem meet & proper
" Bloom		50	W H Patterson & A C Smith
" Bloom		25	Solicitors for Plaintiff
" Bloom		25	Now 11th August 1890 Plaintiffs file their affidavit
			with Sprinkled Bill Praying the usual order for
			Defendant to cause an appearance to be Entered
			for Him within fourteen days or Judgment Pro
			Confesso will be taken against him in his absence
			Now August 12th A D 1890 Served by giving a true and
			attested Copy of within Bill in Equity to the within
			Named Laurnee Swiendanger and making Known
			to him the contents thereof
			Louis E McCloskey Sheriff

December Term 1890

Fuesing	Catharine Coulter & H.	Bill in Equity Praying the Court
	H. Coulter her husband	First That a Commission do issue out of this Hon
	in right of said Catharine	Court to divide. Seperate and allot to your Orator the one
	Coulter	undivided fifth part of One Half of said lands & property
		hereinbefore mentioned and described to be held owned and
3 Sept	1 05	and enjoyed by your Orator Seperately and apart from
		the balance and remainder of said property if the same
	Jacob Wagner Surviving	Can be reasonably and fairly divided So as to accom=
	Husband and devisee of	=modate all of the owners thereof, or to Value and
	Barbara Wagner Angelet	appraise the same So that the same may be sold in
	Melson Minnie Mulson	the manner provided by Law and the rules of Equity
	Mary Brune and Grace	practice in such Case made and provided
	Brune Heirs at Law of	Second That your Honorable Court Make Such
	Lucy Brune formerly	further Order and grant Such further relief as may
	Lucy Mulson & Mrs	Seem meet and proper and as Justice and Equity may
	Elizabeth Soloom formerly	require in the Premises
	Mrs Elizabeth Wagner)	Frank Fuesing Atty for Pffs
	Ann Wagner Heirs at Law	Now 3rd Sept 1890 Plaintiffs file their affidavit with
	of George Wagner deceased	printed Bill praying the usual order for Defendants
	Harry Wagner Valentine	to cause an appearance to be entered for them within
	Wagner Susana Moyer	14 days or Judgment Pro Confesso will be taken against
	& Jacob Moyer her husband	them in their Absence
	Anna Peiffer & John Peiffer	Now day of Sept 1890 Service of Bill accepted
	her husband Edmund	by Defendants as follows Viz:
	Rousey August Rousey	J G Wagoner. Susan Moyer. Jacob Moyer
	Mary Vincent & Chas Vincent	Annie Peiffer John Peiffer. Elizabeth Sullivan
	her husband Josephine	P J Sullivan. Jno F McMahone. Minnie Mulson
	McMahon & John McMahon	J H Mulson. August V Mulson. Josephine McMahone
	her husband Ellen	Harry Wagner. Valentine Wagner. August Rousey
	Barthol & Alexander	Ellen Berthold Mary Vincent. E L Rousey
	Barthol her husband	Catharine Coudret Alexander Berthold Chas Vincent
	and George Jacob Wagner	J. F. Coudret & John Brown for the Cheese of
		Lucy & Mary Brown
		Now 7th April 1891 Petition presented & Considered and
Pr Bloom	$ 2.25	Dengleton Bell Esq. is hereby appointed Guardian
Atty	3.00	ad litem of Mary Brune and Grace Brune within
Pr Bloom	.50	named Infants to represent them in this Case
" Bloom	.50	By the Court
" Bloom	.25	And now to wit: the 7th day of April A.D 1891 the
" Bloom	.50	Bill in this Case having been duly served on the
" Bloom	1.00	defendant which service was duly returned & filed
" Bloom	.50	and Service accepted by all of the defendants in this
" Bloom Rule	.60	Bill named and said being no Plea answer or
" Bloom	1.25	demurer filed by any of said defendants a rule
" Bloom	1.00	is hereby granted on said defendants to file their
" Bloom	.30	Plea answer or demurer in this Case within 30 days
" Bloom	.75	from the Service thereof upon them
" Bloom deem	2.00	By the Court
" Bloom	.50	Now 18th April 1891 Service of rule accepted by Defendants
" Bloom	.50	as follows viz: Dengleton Bell Guardian ad litem
	15.05	Caroline Coudret Jacob Moyer Valentine Wagner
		J Fleuriet Susan Moyer August Roussey
		Annie Peiffer Jos H. Mulson Josephine McMahon
		Jacob Wagner A V Mulson E L Roussey

"Continued to Page 277"

Mumie Mulson Hary Wagner Ellen Barthol Alexander Barthol Mary Vencint
+Charles Vencint

And Now to wit: the 12th day of June 1891 It appearing by the records in this Case that Judgment has been Entered Pro Confesso in the matters & allegations Contained in the Bill in the Case filed on motion of Plaintiff Solicitor a decree of quod partitio fiat is hereby made and allowed in accordance with the prayer of the petitioner and it is hereby ordered adjudged and decreed that partition of the real Estate in the Bill mentioned and described be made in accordance with the prayer thereof and that One Half of the said lands described in the Bill shall be surveyed ascertained allotted and set out to the Plaintiff in the Bill the remainder thereof to be held in severalty by the defendant in accordance with the provisions of the last Will and testament of Valentine Hoffman which has been probated and recorded in the Office of the Register of Wills for Clearfield County in Will Book "B" page 471 to the end that in pursuance of the said Will and bequest therein the said Plaintiff may have hold and enjoy in severalty the one half part of the said Real Estate mentioned and the defendant thereof in like manner according to their respective shares and interests therein

By the Court

And Now to wit: the 12th day of June A.D 1891 quod petitio fiat hereby has made in this Case the Court hereby appoint Chas J Ingriot master to make partition of the lands in the Bill mentioned and described if the same can be reasonably done without prejudice to or spoiling the whole and to survey allot divide and set apart unto the Plaintiff in the Case Catharine Courtright wife of F F Courtright the undivided One half part of said land the same to be held used owned enjoyed by the said Plaintiff Catharine Courtright her heirs and assigns forever Separate and apart from the remainder of said land in accordance with the prayer of the petitioner contained in the Bill in this Case filed and the said Master is hereby ordered to make report of his action to the Court and if the said Real Estate cannot be so divided without injury to or spoiling the whole then the said Master is directed to value & appraise the same in the manner provided by law and he is required & ordered to make report of his action to the Court as to the matters and things herein Committed to him

By the Court

Now 28th Augt 1891 Report of Master & Commissioner filed

And now to wit: the 7th day of Nov A.D 1891 the Rule to Show Cause granted in the case on the heirs & legatees of Valentine Hoffman and parties interested in the real Estate of said decedent having been duly returned and all the said heirs legatees and parties in interest having by entering filed in this Court refused to accept the real Estate in said proceedings mentioned and described at the Valuation and having prayed the Court that an order to sell the same might be issued and no one having appeared to accept the real Estate at appraisement filed thereby the Master now Show Cause why the same should not be sold on motion of Chas Fleming Attorney of Plaintiff it is hereby ordered adjudged and decreed that the real Estate in this Case mentioned and described in the original Bill shall be sold by Chas J Ingriot Master appointed in this Case in accordance with the provisions of the several act of assembly in such Case made & provided and it is hereby ordered adjudged & decreed that the said Chas J Ingriot Master appointed in this Case shall forthwith proceed to sell said Real Estate at public sale at the Court House in Clearfield Pa on the following terms to wit: ten per centum of the amount which the property shall be stricken down at the day of sale the balance of the one half on confirmation of the sale and the remainder in three months thereafter to be secured by Judgment Bond & mortgage on the premises with interest and the said Master is hereby authorized & empowered to make Execute and deliver proper deeds to the purchaser or purchasers upon confirmation of said sale & the said Chas J Ingriot is hereby authorized & directed that after paying the Expenses of the proceedings to distribute the proceeds of said sale to and among the parties legally entitled thereto in accordance with the last Will & Testament of Valentine Hoffman deceased recorded in the Office of the Register of Wills for Clearfield Co & the laws of this Commonwealth the said Chas J Ingriot is hereby required to file his bond in the Court and to in the sum of One thousand dollars conditioned for the faithful performance of his duty in the matter & for the faithful appropriation of the proceeds of said sale

By the Court D to Hous P.J.

Continued to page 277

December Term 1890

Cole & McElwee	George Aurand		Bill in Equity Praying the Court
			First That he be released and relieved from the agreement
15 Sept	2	05	made to submit all matters to three arbitrators referred
			to in paragraph sixth of the Bill and that the said
	Henry Aurand		agreement be decreed to be null and void
			Second That said partnership be dissolved
			Third That an account be taken of all the
			partnership dealings and accounts from its
Pr Bloom		$2.25	Commencement
Atty		3.00	Fourth That a Commission of Partition may be
Pr Bloom		1.50	issued out of and under the Seal of this Honorable
Pro Bloom		35	Court to assign to the Complainant His portion of the
" Bloom		25	above described real Estate or if a division cannot
" Bloom		25	be made without manifest Prejudice to the parties
" Bloom		25	interested therein that the same may be appraised
W D Bigler Master		30 cts	and sold according to law
Pr Bloom		150	Fifth Such other and further relief as in Law and
			Equity he may be entitled to
			Cole & McElwee
			Solicitors for Plaintiff
			Now 15th Sept 1890 Plaintiff files his affidavit with
Rec'd of W D Bigler my			Printed Bill praying the usual order for Defendant
Com'n in above Case			to cause an appearance to be entered within fourteen
A M Breon			days or Judgment Pro Confesso will be taken against
Pd			him in his absence
			Now 7 Oct 1890 by paper filed W. C. Pentz appears
			for defendant
			Now 10 Oct 1890 Defendants answer filed by W C Pentz
			Now 20th Nov 1890 Replication of Plaintiff filed
			Now 20th Nov 1890 W D Bigler is appointed
			Master in above Case By the Court

Feby Term 1891

M & S	William A Wallace a Creditor & Stockholder of The Clearfield Creek Coal Company	Bill in Equity Praying the Court 1st That a receiver be appointed to take charge of the property business and assets of the said "The Clearfield Creek Coal Company" and Administer the same, under the direction of this Honorable Court for the protection and According to the rights of all parties interested therein 2nd That such other and further relief be granted as Justice and Equity may require or as the Court May deem proper and necessary. And Your orator will ever pray &c William A Wallace
20 Dec	1 vs	
	The Clearfield Creek Coal Company	
P W Beom	$2,25	Now 20 Dec 1890 Plaintiff Files Affidavit with bill & Issuing the usual notice to Defendant to have or Cause an appearance to be entered for them in 14 days or Judgment Pro Confesso
Atty	3,00	
P W Beom	,50	
" Beom	,50	
" Beom	,25	
" Bloom	,50	
" Bloom	,50	
" Bloom	,50	
" Bloom cert	1,00	
" Bloom recd	2,00	
		And now 17 Dec 1890 this Cause having been referred to me as a Special Case because of the interest therein of the Hon D L Krebs President Judge of the 46th Judicial district Composing Clearfield County. And the Same Coming on to be heard on bill and answer it is therefore ordered Adjudged and decreed that the prayer of the Bill be granted and Porter B Bentmyer of Clearfield County is appointed Receiver to take Charge of the property business and Assetts of the Said The Clearfield Creek Coal Company Respondent and Administer the Same under the direction of the Court According to law for the protection and in Accordance with the right of all parties interested therein said Receiver before entering upon the duties of his Appointment to give Bond in the Sum of Twenty Five Thousand dollars with One or more Sureties to be Approved by the Prothonotary of Clearfield County A O Furst Prest Judge 49th District
		Now 20 Dec 1890 Answer of Defendant Filed
		Now 26th December 1890 Bond of P. B Bentmyer filed and approved in the Sum of Twenty five Thousand dollars with R R Fleming Jno D McGrath James B Moore and David E Conrad as Sureties
		Now 18 April 1891 Leave Granted P. B. Bentmyer to Substitute this bond in lieu & place of the Bond by him heretofore filed and the Prothy is hereby Authorized to deliver the Bond heretofore filed to the said Receiver and further the within Bond is duly Approved By the Court A O Furst P.J.
		Now 18 April 1891 Bond of P. B. Bentmyer filed and Approved with James Kennedy Joseph Alexander W W McCulley John Berger and D. C. Hensel as Sureties in the Sum of Twenty Five Thousand Dollars $25,000 - Approved by Hon A O Furst P.J.
		Now 18th April 1891 Contract presented in Open Court to Hon A O Furst President Judge of the 49th District

Specially presiding for approval & did the following decree Entered viz:
And Now 1st April 1891 the rule to show Cause why The Clearfield Creek Coal Company acting through Porter B Gentmyer as Receiver duly appointed and qualified and David L Krebs President of said Corporation with The Benonid White Coal Mining Company for the lease of Certain Coal in said petition for leave to Contract averred coming on regularly to be heard. It appearing that Notice of the time and place of hearing had been duly given to the Creditors of said Corporation and no Cause being shown to the Contrary and it being manifestly to the interest of the Creditors that said Contract be fully Executed and Completed. It is therefore adjudged ordered and decreed that P B Gentmyer the Receiver and David L Krebs as President of "The Clearfield Creek Coal Co" do make Execute Sign Seal and deliver said Contract with the "Benonid White Coal Mining Company" in all respects and they are hereby directed and required to Execute and deliver the same

By the Court
A O Furst P J.
Specially Sitting

Now 1st April 1892 Petition for the discharge of the Receiver filed with the following decree

Feby Term 1891

M.E. & M.C.	John A Robbling's	Bill in Equity Praying the Court
Heard	Sons Company in	First That a Recvr be appointed to take Charge of the
Begun	behalf of themselves	property of the said Curwensville Light & Power Co
	& others	under the direction of the Court until further order of
		the Court the property referred to to include the property
26 Dec	2	held by the Company having that name both before and
		since the incorporation
R D Swoope	H. H. Wells	Second That the defendants be required in such way as
	Chas. L. Frank	the Court may direct to make discovery of the assets
	& E. A. Patton	property liabilities and affairs of the said Curwensville
		Light & Power Company from the time of Commencing
		business in august 1890 up to the present time
		Third That the amount due to Plaintiffs and other
Pro Bloom	$2.50	Creditors payable out of the property & assets of said
Atty By Asst. Blm. P.O. Swoope	3.00	insolvent Company be ascertained and warded and secured
Pro Bloom	.50	to them under the direction and order of your said Court
" Bloom	.50	Fourth That the said A.E. Patton be required to stay all
" Bloom Dy	1.75	the Executions against the defendants until further order
" Bloom	.25	of your said Court: Reserving however unimpaired to
" Bloom	.50	said Patton all rights and Liens he now has by Virtue of
Sheff McCleskey	5.50	said Executions or otherwise against the said Property
" McCleskey	2.25	of the Company or Companies known as the Curwensville
Pro Bloom affidavit	1.00	Light & Power Company
" Bloom Argt &c	1.50	Fifth That your orators may have such other and further
dis	.20	relief as to your Honor may seem meet and as Equity
	$19.50	may require John A Robbling Sons & Co
		We certify that in our Opinion this case is of such a
Recd 2 May 1891 of W. D Begien		nature that no adequate remedy can be obtained by
Thirteen & 50/100 Dollars and from		law McEnally & McCurdy Frank Heany W D Begien
McEnally & McCurdy Six dollars		Attorneys for Plaintiffs
being in all Nineteen & 50/100 dollars		Now 26th December 1890 This Bill presented and read and
the above costs in full		thereupon it is ordered and decreed that a preliminary
A M Bloom		injunction be issued as prayed for requiring A.E. Patton
Pro		the Plaintiff in Judgment No 328 December Term 1890 and
		No 78 Feby Term 1891 to stay all Executions on said Judgts
		and against the Property of what is known as the Curwensville
		Light and Power Company until further order of the Court
		pleasing however unimpaired to said Patton all rights and
		liens he now has by Virtue of his Executions or otherwise against
		the property which is alleged to be the property of the
		Curwensville Light & Power Company and against any other
		property he may have a lien by Virtue of his Executions This
		preliminary to be taken as dissolved unless a motion to
		continue the same be argued before me at the Court House
		in Clearfield Pa on the 12th day of January A D 1891 at 10
		o'clock A.M. Six days notice of the time and place of hearing
		to be served on the respondent A.E. Patton with to issue upon
		the filing of a Bond with Sureties to indemnify the said
		A.E. Patton in the sum of One Thousand dollars said Bond
		having been approved and filed said writ of Injunction is
		allowed to issue forthwith By the Court
		Now 26th December A.D. 1890 Bond of Plaintiffs filed and
		approved with J.F. Powell & E.A. Graham as sureties in the sum of
		One Thousand dollars as per above order of Court

Now 26th December 1890 writ of Injunction Issued.
Now 28th December 1890 I appear for the defendants Served with Process in this Case and direct the Prothonotary to Enter my appearance of Record.
Roland D Sinnott Solicitor for Defendants
Now 26th December 1890 Served within Bill in Equity on A E Patton and Chas L. Frank by handing Each of them a true Copy and informing them of the Contents of the same
Sworn to & Sub Ans Isaiah Bloom Dep Shiff
Now 31st Dec 1890 Served writ of Injunction on A E Patton by handing him a true and attested Copy of the same and informing him of the Contents thereof
Sworn to & Sub Ans Isaiah Bloom Dep Shiff
Now 13th January 1891 Opinion of the Court Filed dissolving the Preliminary Injunction and the motion to Continue the same denied
By the Court

Now May 2nd A.D. 1891 Pffs by their Solicitors hereby discontinue the bill in equity and all proceedings in this case
Attest J M Bunn

W D Bigler
F Fielding
McNeally McCurdy
Solicitors for Pffs

February Term 1891

Mitchell	Samuel Lambert		Bill in Equity praying the Court
			That a decree be made by Your Honorable Court
2 Feby		3 00	Commanding and enjoining the said Solomon
			Holman to surrender up the said Promises Deeds
W A Chase	Solomon Holman		and the assignment made of said deed on the back
			of same to him the said Samuel Lambert said Promises
			deed of the 25th day of September A.D. 1867 and said
			assignment of said deed made on back of same
Pro Bloom	By atty	$ 2.25	on the Eighth day of July A.D. 1887 So that the same
Atty		3.00	may be corrected and reformed and the recitations
Pro Bloom		.50	of the mutual intention said track of land be
" Bloom		.50	made to appear in the assignment of said Promises
" Bloom		.50	deed as the same is set forth in the agreement in
" Bloom		.25	writing dated the 7th day of July A.D. 1871 according to
" Bloom		.50	the true intent and meaning of the parties to said
" Bloom		.25	agreement and assignment
W D Begler Master		20.00	And that Your Orator may have other and further
W A Chase Solicitor fee		25.00	relief as to Your Honorable Court may seem meet and
		$ 52.75	Equity may require Oscar Mitchell
			Solicitor for Complainant
Recd 21st Nov 1891 of W A Chase			Nov 2d Feby 1891 Plaintiff files affidavit with Bill
Fifty two & 75 dollars the above Cost			having the usual notice to the Defendant to show
in full A M Bloom			cause an appearance to be Entered for him within
~~Recd of W D B for my Cost~~			14 days or Judgment Pro Confesso will be taken against
~~#7.65~~ ~~A M Bloom~~ Pro			him in his absence
Recd 21st Nov 1891 of A M Bloom			And now 10th Feby 1891 I hereby appear for Solomon
Pro County five dollars my Cost			Holman the defendant above named named and
in above case			the Prothonotary is requested to note the same on
	W. A. Chase		the record of said case
			W A Chase atty for Defendant
Dec 5 91 Recd of A M Bloom			Nov 3d March 1891 Defendants answer filed
Twenty Dollars Master fee			Nov 4th March 1891 W D Begler Esq is appointed
W D Begler			Master in the above case By the Court
			Nov 3d August 1891 Report of Master filed as follows:
			That the Statements and Allegations set forth in
			Plaintiffs Bill are not sustained by Proof that
			he is not entitled to the relief prayed for in his
			Bill and the Master recommends that the Bill
			be dismissed and the Plaintiff directed to pay
			the Cost W D Begler Master

"Continued from Page 268"

Return of Sale of Chas. J. Mignot Master Filed 7 Dec 1891

Now 7th December 1891 Return of Sale Read and Confirmed Nisi

By the Court

A M Blom Jr

Now 12 Dec. 1891 Confirmed absolutely

Bond of Master in Sale of Real Estate Filed 19 Dec 1891.

Now Dec 1891 this Bond Approved By the Court

Return

ALL PAGES

FROM

278 TO 279

ARE BLANK

AND NOT

SCANNED

May Term 1891

A O Smith	Thomas L Wallace		Bill in Equity - Praying the Court
			First: That Your Honorable Court will order
20 mar	1	cs	and decree that partition be made between him and
			William Porter defendant of the following lands namely
A O S	William E. Porter		Tract number 4257. Containing 888 acres
			Tract Number 4258 Containing 688 acres
			now owned by Your Orator and the said William
	Pr Bloom	$2.25	Porter Jointly and in equal moities and that their
	Atty	3.00	respective intents therein may be set out to
	Pr Bloom	50	each in severally
	" Bloom	25	Second That Your Honorable Court will grant
	Shff McCluskey	1.00	Your Orator such other and further relief as Your
	Pr Bloom	1.25	Honorable Court may deem meet and Equity may
	" Bloom	50	require
	" Bloom	60	And now 20 mar 1891 Plaintiff files affidavit with
	Shff McCluskey	1.00	printed book having the usual order for defendant
			to cause an appearance to be entered for him in
			the case a Judgment Pro Confesso will be taken
			and decree made against him in his absence
			Now 20th March 1891 Served on William Porter by handing
			him a duplicate Copy of the Bill in Equity
			Jouns E L McCluskey Shriff
			Now 25th March 1891 We Purely appear for William
			Porter the defendant in above stated case and the
			Prothonotary is Purely requested to Enter our appearance
			of record Orvis & Snyder attys for Defts
			Now 21st April 1891 Plaintiff by his attorney Enters
			rule on the Defendant to file his answer to the
			above Bill within thirty days from the Service
			thereof Allison O Smith Pffs atty
			Now 21st April 1891 I duly deputed E A Goodfellow to
			Serve this rule E L McCluskey Shriff
			Now April 21st A D 1891 Served the within rule by
			giving a duplicate Copy thereof to the within named
			William Porter and making Known to him the contents
			of same Jouns E A Goodfellow Dep

May Term 1891

M & G	Isaac Straw		Bill in Equity Praying the Court
			First That an injunction issue preliminary now and
30 March	2	ss	perpetual Ever after restraining the said James Wood and
			William H. Stevenson from putting the said logs into
	James Wood W. H.		Chest Creek or in any manner interfering with them until
	Stevenson and J. P. Fry		paid for to Your Orator and also restraining or delivering
			the two Suits of One Hundred dollars Each given
			them by W. H. Stevenson
			Second That W. H. Stevenson be required to pay for said
Pa Bloom	By atty	$ 2.25	logs to your orator
atty		3.00	Third That the partnership Heretofore Existing between
Pa Bloom	By Pff	.50	Your Orator and said James Wood be dissolved and the
" Bloom	By Pff	.50	said James Wood be required to pay whatever may be
" Bloom by	By Pff	1.25	due to Your Orator on account thereof Your orator being
Sheff McCloskey		14.50	willing to pay whatever if anything may be ascertained
Clerk	By Pff	.25	to be due to Him
			Fourth That Your Orator may have such other and
			further relief as Equity may require and to your Hon-
			ourable Court

Murray & Gordon
Solicitors for Plaintiff

Now 30th March 1891 upon Consideration of within Bill and Complaint and affidavits a Preliminary Injunction is granted as prayed for to be taken as dissolved unless a motion to Continue the same be argued before this Hon D. L. Krebs at Clearfield Pa on monday 6th April A D 1891 at 2 Oclock P.M. Bond in three thousand dollars with sureties to be approved by the Prothonotary of Clearfield County to be filed

A O Furst
President Judge Specially Sitting

Now 30th March 1891 Plaintiff files Bond in three thousand dollars with Enoch Straw and James Mahaffey as Sureties as per order of Court

Now 30th March 1891 Injunction Issued

Now March 30th 1891 Served writ of Injunction upon James Wood J. P. Fry E. Stevenson B. F. Dunbar J. W. Watson James Deardon L. Fisher J. A. Pentler Alex Lantzy Jasheraft Richard Asheraft Henry Asheraft W. T. Campbell Clerk Bell William Watson & Jared Fisher personally producing the within writ and reading aloud the contents thereof to Each and all of them and making Known to Each and all of them

Sworn & C. McCloskey Sheriff

Now 31st March 1891 I hereby depute J. A. Addleman to Execute & Serve the within writ of Injunction upon W. H. Stevenson one of the within named defendants

C. L. McCloskey Sheriff

Now March 31st A D 1891 Serve writ of Injunction upon the within named W. H. Stevenson by producing the within writ and making Known to him the contents thereof

Sworn to & Subscribed before me J. A. Addleman Dep

May Sess 1891

Smith	Daniel Kooger	Bill in Equity Praying the Court
		First That an Injunction Preliminary now and Perpetual
27 April	3 05	hereafter may issue enjoining the said R D Bigelow from
		Engaging in the business of marble Cutting in Clearfield
	R. D. Bigelow	so long as your orator is Engaged therein
		Second That the defendant be required to pay and
		account to your orator for all damages Sustained
		by reason of said Violation of agreement as also for
Pr Bloom	$2.25	all costs and Expenses incurred by your orator in this
Atty	3.00	Proceeding
Pr Bloom affirm	.50	Third That the Court will grant such other and further
" Bloom	.50	relief in the premises as to Justice and Equity may
" Bloom writ Inj	1.25	Seem proper Allison O Smith atty for Plff
Sheff McClearly Paid by Plff Bill	3.00	And now 27th April 1891 The within Bill having been
Sheriffs fees	10.00	presented and read it is thereupon ordered and decreed
Printing Bill	8.00	that an Injunction Preliminary now be issued enjoying
Pr Bloom decree	2.00	and restraining the said R D Bigelow and his agents
	$30.50	Servant or Employes from Engaging in the business of
		Marble Cutting in Clearfield This Injunction to be
		Letter as dissolved unless a motion to Continue the
		same be argued before me on the 2d day of May 1891
Fa for Costs No 172 May Sess 1891		at 10 Oclock A M. Five days notice of the injunction
		and of the time & place of hearing shall be given to the
		defendant. Bond in $500 to be given with Surety to
		be approved with Surety By the Court
		D L Krebs
		P J.
		Now 27th April 1891 Plaintiff files his Bond in the
		Sum of Five Hundred dollars with R Newton Shaw as Surety
		Now 27th April 1891 Injunction Issued
		Now 27th April 1891 Served this Bill in Equity on R D
		Bigelow by handing him a true Copy of same and
		Served the written writ of Injunction on R D Bigelow and
		Mrs R D Bigelow by reading to them the Contents thereof
		So Advs E L McClearly Sheriff
		Now 2d May 1891 Defendant not appearing in person or
		by attorney the Rule of hearing having issued Injunction
		is made perpetual attorney for Plaintiff to draw decree
		accordingly By the Court
		And now May 2d 1891 at 11 Oclock A M this Cause coming on to be Heard and it
		appearing that five days notice of time and place of hearing had been given
		the defendant and appearance not having been Entered nor answer filed by him
		on Motion of Allison O Smith attorney for Plaintiff it is Ordered adjudged
		and decreed that the preliminary Injunction heretofore made be perpetual
		and the said R D Bigelow and his agents Servants employes and factors are
		informed and restrained from engaging in the business of Marble Cutting in the
		Borough of Clearfield so long as the Plaintiff Daniel Kooger is Engaged in the
		same. And it is further ordered adjudged and decreed that the defendant
		R D Bigelow pay all costs in the proceedings made to be taxed by the
		Prothonotary under the Rule of Court By the Court
		D L Krebs
		P J

September Term 1891

A C Smith	R. H. Thompson		Bill in Equity Praying the Court
			First That Partition will be ordered and decreed between
18 June	1	05	your orator and O L Dehoonoon of tract No 4264 Surveyed
Harris	O L J Thoonoon		in the name of James Allen Situated in Penn Township
			Clearfield County Pennsylvania now owned by your
			orator and O L Dehoonoon Jointly in the proportion
			of one third and two thirds respectively and that the
			respective interests thereof be set out to each in
			severalty
Pat Bloom		$2.25	Second That your Honorable Court will Junction or-
Atty		3.00	and decree that the Defendant O L Dehoonoon be required
Pat Bloom		.50	to render a Just and true account of the timber Cut and
Sheff McElvey pd G&M		3.50	removed from said tract by him or by any one under his
Pat Bloom		.50	authority since the Purchase thereof by William A Wallace
" Bloom		1.25	on the 7th day of February A D 1882
Pat Bloom		50	Third That a full & Complete account be stated by some
Pat Bloom deem		2.00	one under direction of the Court so as to Show the balance
" Bloom		25	of Purchase Money due from your orator to the defendant
" Bloom		25	upon said Contract
" Bloom		1.00	Fourth That your Honorable Court will grant such
" Bloom		1.57	other and further Equitable relief as Justice and Equity
" Bloom		.25	in this case may require
" Bloom		.25	Allison O Smith Solicitor for Plaintiff
W D Bigler Master		100.00	And now 18th June 1891 Plaintiff files his affidavit with
Jacob Burge Com's		100.00	printed Book & Rule for Defendant
Geo M Deiseling Com's		104.50	to cause an appearance to be Entered for him in this
Danl J McQuown Com's		100.00	case within fifteen days or Judgment Pro Confesso will
H A Byers Surveyor		17.50	be taken and decree made against him in his absence
Jno Carnes Chairman		3.00	Now 27th June A D 1891 Served by giving a duplicate
" Acreman		2.00	Copy of within Bill in Equity to the within named
Jno Carnes Boarding		59.53	O L J Thoonoon defendant personally and making
E A Goodfellow		5.00	Known to him the Contents thereof
Pat Bloom		1.50	Jo ann E L McElvey Sheriff
Pat Bloom		9.00	Now July 9th 1891, I hereby appear for O L J Thoon-
			oon, the defendant in the above stated case, &
			direct the Prothonotary to enter my appearance
			of record — Frank G Harris
			Atty for Defts
			And now July 24th 1891 The Bill in Equity in above
			Stated Case having been duly served on the defendant
			on the 18th day of June 1891 and no plea answer or demurrer
			thereto having been filed by the defendant a rule is
			hereby granted on the defendant to file his plea answer
			or demurrer to the said Bill within 30 days from the
			service of this rule as per rule of Court
			Allison O Smith Atty for Plaintiff
			Now 24th July 1891 Service accepted & issue & personal
			Service waived Frank G Harris Atty for Defts
			And now 19th Sept 1891 The Rule to Enter plea answer
			or demurrer in this Case having been served on Frank
			G Harris Esq and Service accepted by him as Attorney
			of record for defendant on the 24th day of July 1891
			and no plea answer or demurrer being yet filed by
			the defendant on motion of Allison O Smith Atty

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for Plaintiff it is ordered that the Bill be taken Pro Confesso & Judgment Entered accordingly By the Court

And now to wit: Oct 2d 1891 No answer plea or demurrer having been filed by the defendant and Judgment pro Confesso having been entered on the Bill it is hereby ordered adjudged & decreed First: That One third part of all the lands and timber growing and being upon said land mentioned in the Plaintiffs bill and described as follows to wit: That Certain tract of land Situate in Penn Township Clearfield County Pa Surveyed on Warrant in the name of James Wilson Known as tract No 4264 bounded North by tract No 4265 East by tract No 5306 South by tract Nos 4263 and 4261 and West by tract No 5679 Contained by the Official Survey 990 acres more or less be divided Partitioned Set apart & allotted to R A Thompson his heirs and assigns so that the said R A Thompson may have use and Enjoy the same in Severalty and remove and dispose of the timber thereon Seperate and apart from the remainder of the land and timber upon said lands

Second: It is Ordered adjudged and decreed that the defendant O L Dehonoon render unto the said R A Thompson a just true and Correct account of all the timber Cut & removed from said tract by him the said O L Dehonoon or by any one under his authority in accordance with the terms of his Contract

Third: In order to fully Carry out perform and Execute the decree or Partition in the case made the Court hereby appoints William D Bigler Esq Master and George M Dimeling Jacob Bunge and Austin H Gulich as Commissioners together with the Master to make such partition and they are hereby authorized & directed to go upon said lands and to set apart make partition and allot unto the said R A Thompson the Plaintiff the One third part of said land and timber having due regard to the quantity and quality Value and location of the Whole thereof as to Equity and Justice pertains and unto the said defendant O L Dehonoon two thirds parts of the same. to hold the said One third part and the said two thirds parts so parted and allotted to Each their heirs and assigns in Severalty with the power and right to assess ourty upon the same to Equalize any such Allotment and partition

Fourth: That the said Master is directed to take a full and Complete account of the timber Cut and Expenses and taxes paid as to such land so as to show the balance of purchase money due from said R A Thompson to the defendant O L Dehonoon upon the Contract of purchase of said land with power to Call before him and Examine Witnesses so as to determine all the right and Credits of the Several parties to said Contract and to this partition

Fifth: That report be made by the said Master and Commissioners at the next term of Court By the Court

David Mc Ores P J

And now 23d Oct 1891 It being represented that Austin Gulich One of the said Commissioners Cannot Serve it is thereupon Ordered by Consent of the parties that Valencourt McMasters be and is hereby appointed to serve in his place & Stead

By the Court

And now 26th Oct 1891 Valancourt McMasters being prevented from serving as a Commissioner by reason of Sickness Sidney McQuown is appointed to serve in his Stead By the Court

Nov 18th August 1892 Amendment of Prayer filed

Nov 19th Sept 1892 Report of W D Bigler Esq Master filed

Nov 15 Oct 1892 Opinion of the Court Filed as follows Viz:

The third exception to the masters Report Cannot be Sustained because the written Contract or paper of the 7th Feby 1882 Specifically refers to a prior Verbal Contract and if there was no other evidence thereof except this Clause in the paper dated 7th Feby 1882 that would require the Master to find that there was such Contract.

The first Second and forth exceptions may be Considered together It was

September Term 1891

Lovope	Amos D. Pate		Bill in Equity Praying the Court
			First That said Defendant deliver up to your Orator
22 June		2 05	for Cancellation the said agreement of May 3rd 1890
			and the supplement thereto dated June 17th 1890
	Hugh McDougal		Second That an account may be taken of all and every
			the said late transactions between said defendant
			and your Orator under the terms of said agreement
			and the said defendant may be directed to pay to your
			Orator what if anything shall upon such account
Pr Bloom	fr atty	$2.25	appear to be due from him to your Orator being ready
Atty		2.00	and willing and hereby offering to pay to said defendant
Pr Bloom		.50	what if anything shall appear to be due him
Shff McCloskey		5.50	Third That your Orator may have such other relief
Pr Bloom		50	in the premises as the nature and circumstance of
" Bloom		125	the Case may require and to your Honor shall seem
" Bloom		50	Meet
" Bloom	decree	2,50	And now 22nd June 1891 Plaintiff files Affidavit with
Masters fee		30,00	printed Book & Rule order for Defendant
			to cause an appearance to be Entered for him in
			this Case within fourteen days or Judgment Pro Confesso
			will be taken and decree made against him in his
			absence
			Now June 24th A D 1891 Served within Bill in Equity
			by leaving a Duplicate Copy thereof at the residence
			of the within named Hugh McDougal defendant
			with an adult member of his family
			So Test E L C McCloskey Shff
			Now 9th July 1891 due Service having been made by the
			Sheriff of the Complainants Bill of Complaint in this case
			and notice to appear and no appearance having been
			Entered for the defendant and more than fourteen days
			having Expired since the Service of said Bill & notice
			to appear the Prothonotary is directed to Enter decree
			that the said Bill be taken Pro Confesso for want of
			an appearance in accordance with Equity Rules
			Roland D Lovope Solicitor for Complainant
			And now July 9th 1891 On motion of Roland D Lovope
			Solicitor for Complainant the said Bill is taken
			Pro Confesso for want of an appearance in accordance
			with Equity Rules A M Bloom
			Prothonotary
			And now Augt 22nd 1891 This Cause Came on to be heard
			upon the order of Plaintiffs Solicitor that the said Bill
			be taken Pro Confesso for want of an appearance
			according to Equity Rules and upon due Consideration
			thereof it is ordered that the said Bill of Complaint
			be taken Pro Confesso for default of appearance by the
			defendant and that the same be referred to H C Fuller
			Esq as Examiner and Master to state an account
			and report the same with form of decree
			By the Court

Masters Report filed 9th Nov. 1891

And now the 9th day of Nov A.D. 1891, it is ordered adjudged and decreed that Hugh McDougal, deliver up to A B Date for cancellation, the Agreement between said parties dated May 3, 1890, and the Supplement thereto, dated June 17, 1890, said Agreement and its Supplement being fully set forth in Complainants bill filed the 22, day of June 1891, and that said Agreement and its Supplement are hereby adjudged and decreed to be wholly null and void and of no effect between said parties,

It is further ordered adjudged and directed that the said Hugh McDougal pay unto the said A B Date, the sum of Thirteen Hundred and Eighty Three and 09/100 dollars with interest on said Amount from February 1st 1891 in accordance with the account as stated in this case together with the Costs in this proceeding

By the Court

David L Krebs P.J.

Ex die the Master fee in this Case is fixed by the Court at $30.00

David L Krebs P.J.

September Term 1891

Swoope	William M Brinker		Bill in Equity Praying the Court
			First = That the said defendants may upon their personal
6 July		3 05	respective Corporal Oaths to the best and utmost of their
			respective Knowledge remembrance information & belief
	H. J. Boyer Mrs H J		full true and perfect answers make to all & singular
	Boyer W. E. Emily		the premises and that as fully and particularly as
	and J. B. Hess		if Sure Specially Interrogated thereto and more particularly
			that they may answer and say i
			1st Whether the said defendants or either of them are
			seized or possessed of any real or personal Estate
			Moneys Household furniture Stocks bonds notes
Pr Bloom		$2.25	bill account or any property right or Credits Claims
Atty		3.00	demands notes bill account or any property rights
Pr Bloom		.50	whatsoever belonging to said H J Boyer or in which
" Bloom		.50	he the said H J Boyer has any interest right Claim
" Bloom Sci fa		1.75	or demand either directly or indirectly through Sumiy
Shiff McCaskey		15.00	his wife or any other person or persons whatsoever
" dis		25	2d Whether the said H. J. Boyer or Mrs H J Boyer has at
			any time any interest of any kind nature or form
Rec'd 22d Aug 1891 of R D Swoope			whatsoever in the firm known as the Pa Ko Pa Lea
five & 00 Dollars the cost in above			doing business in the Borough of DuBois Pa and if
Case			so what said interest was in whose name and with
H M Brown			whom and how and at what date the same was
Pr			disposed of to whom and for what amount of money and
			to whom said money was paid and the dates of payment
			3d Where and from whom the money came that was put
			into said business or partnership or firm by said Mrs H J
			Boyer if any was so invested and whether if it was bor-
			owed or was borrowed and if borrowed from whom
			4th Whether the said H J Boyer has at any time assigned
			transferred or delivered to his wife or to any other person
			or persons any moneys property rights Credits interest
			or demands with intent to defraud his Creditors or
			prevent hinder and delay this Complainant in the
			Collection of his Claim.
			May it please your Honor to grant unto your Orator a
			writ of Scire Facias to the Sheriff of Clearfield County Pa
			directing and requiring him to make known to the said
			H J Boyer Mrs H J Boyer W E Emily and J B Hess
			defendants Herein named that they be and appear at
			a certain time to be appointed by the Court to answer the
			said Bill and all such Interrogatories as shall be pro-
			-pounded to them or Show Cause why they should not
			and abide the Judgment of the Court in the premises
			and they will Ever pray &c
			Now 6th July A D 1891 Bill presented and thereupon a writ
			of Scire Facias awarded as prayed for directed to the
			Sheriff of said County requiring him to make known to
			the said ~~Sheriff~~ defendants that they be and appear in
			said Court on the first Monday of Sept next to answer
			said Bill and all such interrogatories as shall be pro-
			-pounded to them or Show Cause why they should not and
			abide the Judgment of the Court in the premises
			Now 6th July 1891 writ of Scire Facias Issued By the Court

Nov. July 11th A.D. 1891. Served by giving a Duplicate Copy of within Bill in Equity to each of the within named A. J. Boyer Mrs A. J. Boyer W. E. Dudley and J. B. Hess defendants and making Contents Known to Each of them — So ans E. L. McClisky Sheriff

Nov. 11 July 1891 Made Known by giving a true and attested Copy of within Bei fa to Each of the within named A. J. Boyer Mrs A. J. Boyer W. E. Dudley and J. B. Hess defendants and making Known to Each of them the Contents thereof — So ans E. L. McClisky Sheriff

Nov. Aug. 22d. 1891 the Case having been settled & direct. Pro Suit discontinued,

Solicitors for Plff.

September Term 1891

Bilgir	Beccaria Township		Bill in Equity Praying the Court
			1st That an account may be taken under the
10 augt	4	00	direction of the Court between Beccaria Township
			Complainant and Irvona Borough respondent
MacLeod	Irvona Borough		to ascertain and apportion all matter of Indebtedness
			with regard to said road fund and all payments
			enforced of Whatever balance may thereby appear
			to be due
			2nd That such other and further relief may
			be granted as the Court may deem just & Equitable
Pr Bloom	By Reff	$2.25	George M Bilgir
Atty		200	
Shff McClusky		11.60	Solicitor for Complainants
Pr Bloom	By Reff	50	Now august 1891 Served by giving a Duplicate Copy
" Bloom	By Reff	1 25	of the Writtin Bill in Equity Personally to B D Williamson
" Bloom	By Reff	50	Burgess of the Borough of Irvona and by giving a duplicate
" Bloom	By Reff	25	Copy of Bill in Equity Personally to Each of the following
" Bloom	By Reff	50	named Councilman of the said Borough of Irvona viz:
" Bloom	By Reff	50	C L Couch W A Dewalt J E McDonnel H D Perri and
" Bloom	By Reff	25	Charles Hollon and making the contents thereof to Each
			of the above named Burgess & Council and by leaving
			a duplicate Copy of Bill in Equity at the residence
			of D E Mays one of the Council of said Borough of Irvona
			with an adult member of his family
			Jo ans E L McClusky Shriff
			Now 25th august 1891 I hereby appear & Enter an
			appearance for Irvona Borough named as defendant
			Alonzo P MacLeod Solicitor for Irvona Boro
			Now 26th August 1891 On Motion of George M Bilgir
			attorney for Plaintiff a rule is granted on the
			defendant to file their plea answer or demurrer
			to above stated bill within thirty days after
			Service of the rule or notice thereof
			George M Bilgir attorney for Reff
			Now 26th August 1891 Service accepted on rule
			for Irvona Borough Alonzo P MacLeod
			atty for Defendant
			And now Sept 29th 1891 Service of rule to file answer plea
			or demurrer within thirty days having been accepted
			by A P MacLeod Esq as attorney of record for the
			defendant on the 26 day of August A D 1891 and
			no plea answer or demurrer having been filed by the
			defendant on Motion of Geo M Bilgir attorney for the
			Plaintiff it is ordered that the bill be taken Pro
			Confesso and Judgment Entered accordingly
			By the Court
			And now Sept 29th 1891 The Plaintiff by its attorney
			Geo M Bilgir moves for the appointment of a master to
			adjust the indebtedness and State an account in this case
			And now Sept 29th 1891 The above motion presented and
			thereupon Allison O Smith Esq is appointed for the
			purpose above set forth by request of Counsel
			By the Court

September Term 1891

W C Pentz & J P Hunter & J M Monsion	The DuBois Traction Passenger Railway Company		Bill in Equity Praying the Court First That your Orator therein showing that it has suffered great damage and injury by the illegal act of Defendant and will suffer irreparable injury if the same is Continued and that it has no adequate remedy at law Has Equitable relief First by preliminary injunction Hereafter to be Made perpetual enjoin and restrain the said defendant its Officers agents Employes Attorneys aiders and abettors from preventing or in any manner interfering or in any manner interfering with Complainant its Contractors agents or Employes from Constructing or laying said line of tract on Booth
Pro Bloom		$2.25	Street and over and across the tract of said defendant
Atty		3.00	Company located on Franklin Street at the intersection
Pro Bloom		.50	of Booth Street as aforesaid or from interfering with or
" Bloom affidavit &c		2.25	in any manner preventing Your said Orator from
" Bloom Inj		1.25	Operating and maintaining said Street Passenger
Shff McCloskey		7.50	Railway on Booth Street or from moving or taking
Pro Bloom		1.00	up any of said tract so laid on Booth Street at the
" Bloom		.25	intersection of Franklin Street
" Bloom		1.00	Second That you will decree that said defendant
" Bloom		.50	Company shall pay to Complainant any and all
" Bloom Recd &c		1.50	damages which Complainant may have or shall suffer
" Bloom Cert		.50	from said illegal action of the defendant in tearing
		$21.50	up and removing the said line of tract of Complainant
			and in preventing it from laying its line of traction
Rec'd 24 Oct 1891 Eighteen 50/100 dollars			on Booth Street as aforesaid
Above cost less atty fee			Third That you will grant such further and Equitable
$18.50/100			relief as your Orator may require
			W C Pentz J P Hunter & J M Monsion
			Solicitors for Plaintiff
			And now 27th August 1891 Bill and affidavit in support
Pro Bloom affidavits		3.50	thereof presented and read and thereupon an injunction
" Bloom		.50	is granted preliminary now injoining and restraining
" Bloom writ		1.00	the Defendants its agents Servants or Employes as prayed
" Bloom recpt		4.50	for said preliminary injunction to be latter as dissolved
" Bloom Judge		1.00	unless a motion to continue the same be argued before
" Bloom		.25	the Court at Clearfield at the Court House in Saturday
" Bloom		1.00	the 5th of September A D 1891 at 10 oclock A M Ten days
		11.75	notice of the time and place of hearing this motion to
Supreme Court Cost		11.00	be given the defendants Preliminary injunction not
Pro Thompson		1.00	to issue until a bond with Surety approved by the
" "		1.60	Court or Clerk thereof in $500 be first filed
" "		.60	By the Court
" "		1.00	By paper filed Dated 27th Augt 1891 Sec Bond
			of Plaintiffs in sum of Five Hundred dollars
			with J H Gelbi and James Kerr as Surety
			Now 27th augt 1891 Writ of Injunction Issued
			Now augt 27th 1891 I hereby depute W S Blair to Serve
			this writ of Injunction Sworn C C W McCloskey Shff
			Now Augt 28th 1891 Served the within writ of Injunction on
			M Lenderman Station agent and Engineer Road master
			of the Buffalo Rochester & Pittsburgh Railway Company

in DuBois Pa by reading and making Contents Known Known to Each of them and gave a true Copy of same to Taylor the Road Master on the 28th Augt A.D. 1891
Doon Oath and W. S. Blair Dep Pruff
Now 5th Sept 1891 Defendants Council Moves for Continuance of time for argument
Ecodie it is ordered that the time for argument be Continued until Monday the 14th day of Sept 1891 at 9 Oclock A.M. and it is further ordered that the preliminary Injunction issued and stand remain in full force until further Order in that behalf
Made By the Court
Now 12th Sept 1891 Defendants answer filed
Now 12 Sept 1891 Opin Bill in Equity filed by the Defendants in the Case
Now 28th Sept 1891 Opinion of the Court filed and
It is therefore adjudged ordered and decreed that the Defendant "The Buffalo Rochester and Pittsburgh Rail way Company" its Agents Servants and employees be and are hereby enjoined from preventing or in any Manner interfering with the Complainant its Contractors Servants Agents or employees from Constructing its line along Booth Street and across the Respondents line of track at the intersection of Booth & Franklin Streets and from interfering with or in anywise hindering or preventing the Complainant from Operating and Maintaining its Street Passenger railway on Booth Street and across Franklin Street at the point where Booth Street intersects the same
It is further ordered and decreed in View of the resort to Violence both by Compleamant and Respondent that each party pay its own costs accruing in this Case
By the Court
D L Krebs P.J.
Now 27 Feby 1892 writ of Certiorari from the Supreme Court Filed in this Case Returnable Fourth Monday of April 1892
Now 18 Mar 1892 Full & Complification of record made for Supreme Court in this case
Now 7 May 1892 Record and proceedings from the Supreme Court Filed with opinion and Remittatur shewing that the decree of the Court of Common Pleas was affirmed
Nov 24th Oct 1892 Replication of Plaintiffs filed
And Now to wit the 25th October 1892 on Motion of the Solicitors of the defendant Company, the Court Appoints James H. Kelley Master in this case to take testimony, hear the parties and report a form of decree proper to be made in this case
By the Court
3 Dec 1900 Amendment to cross bill filed praying the Court

Sept ~~December~~ Term 1891

Reeding McCauley	The Buffalo Rochester and Pittsburgh Railway Company Plaintiffs	Cross Bill in Equity Praying the Court first To grant a preliminary injunction Thereafter to be made perpetual to enjoin and restrain Your Orator its Officers agents employees attorneys and abettors from Preventing or in any manner interfering with
12 Sept	5, 0 0	
Pentz Hunt Monsen	The DuBois Traction Passenger Railway Company Defendant	first From Entering upon and Occupying any portion of the right of way railroad track and property thereof and now used for yard purposes by your Orator in and along Franklin Street in the Borough of DuBois Second From Entering upon Constructing maintaining or Operating a grade Crossing of Your Orators Railroad right of way and yard at the intersection of Booth Street with Franklin street in the Borough of DuBois
Pro Blum	$220	
atty	3 00	
Pro Blum	50	Third That Your Orator Have such Other and further
" Blum Copies	1. 75	relief as the Honorable Court shall deem meet and
Shff McCleskey Paid by Pff Atty	4. 50	proper Frank Heaney & H McCauley
" McCleskey Paid by Deft Atty	7. 50	Solicitors for Plaintiffs
" Blum copies	1. 50	And now 12th Sept 1891 Bill presented and read and
" Blum affidavits	5. 50	thereupon a preliminary injunction is hereby directed
" Blum Record	2. 50	to issue restraining and Enjoining the Defendant
Supreme Court Cost	11, 00	Corporation its agent Servants and Employees as
Pro Blum	1, 00	prayed for herein as dissolved unless motion to
		Continue the same be argued before me on Monday
		the 14th day of Sept 1891 at 9 o'clock A M Copy
		of the bill and notice of this order to be served at
		once Bond in $1000.00 to be filed before writ issues
		By the Court
		Now 12th Sept 1891 Bond of Plaintiffs filed in the sum
		of One Thousand dollars and approved by the Court
		Now 12th Sept 1891 Preliminary injunction issued
Rec'd of H H McCauley Fifteen dollars		Now 12th Sept 1891 Service accepted on Bill for DuBois
in full of My Cost in above case		Traction Passenger Railway Company & personal Service
H M Blum		waived by Counsel for Defendants Sworn & E McCleskey Shff
Pro		Now 12th Sept 1891 Sheriff deputize W S Blum to serve this
		writ of Injunction to have same force & Effect as if served
		by me personally Sworn & E McCleskey Shff
		Now 12th Sept 1891 Served the within writ on the following
		persons Joseph A Sipe C E Boshwick members of the
		Traction Railway Company and E G McKee & J
		Gill and Joseph Gould Operators of the Traction Railway
		Company by making Contents Known by reading to
		Each of them Sworn to & Subscribed before me W S Blum Dep
		On Argument Leisk Sept 1891
		Now 28th Sept 1891 Preliminary Injunction
		heretofore issued is now dissolved
		By the Court
		Now 27 ~~Feby~~ 1892 writ of Certiorari from Apric the Supreme Court filed Returnable Fourth Monday of May 1892
		Now 18 mar 1892 Full Exemplification
		of Record made for Supreme Court
		Now 7 may 1892 Proceedings from the Supreme
		Court with Remittatur Showing that the Decree
		of the Court of Common Pleas was Affirmed

3" Dec 1909. Amendment to cross-bill filed praying the Court
1 That the preliminary injunction issued in this case
on application of the DuBois Traction Co may be suspended
until final hearing and that the same may be then vacated
and annulled and that the present condition of said crossing
may be maintained in the meantime.
2" That upon final hearing the plaintiff herein be granted
such other relief and protection to its property as in
Equity it shall appear to be entitled
Usual notice filed for deft to appear and cause an appear-
ance to be entered and an answer filed within 15 days after
service upon penalty of having the bill taken Pro Confesso
and a decree made in their absence.
Now 3" Dec 1900 Amendment presented and objections being
made thereto by the Attorney of the DuBois Traction Passenger
Ry Co. a rule is granted on Deft Company to show cause
why this amendment should not be allowed. Returnable at
next Argument Court.
By the Court.
Ignst Gordon P. J.
Issue of Rule waived and service accepted for DuBois
Traction Company
W. C. Pentz Atty
On Argument List
15" Dec. 1900 Demurrer filed by DuBois Traction Co.
And now July 9" 1902 Demurrer to the within amendment is overruled,
and the rule to show cause why amendment should not be allowed
is now made absolute, and the amendment is ~~directed to be filed~~.
Per Curiam
Emory A. Walling P. J.
6" D District Specially presiding

December Term 1891

Indexing	Mahoning Valley Rail Road Company		Bill in Equity Praying the Court First That the said William Larkey Defendant members of his family and those acting with him may be informed and restrained from interrupting interfering with and Obstructing the making and Constructing of Complainant line of railroad staked laid out and located over and across said tract of land at the place aforesaid and from in any manner interfering with Complainant in the Exercise of its legal and Corporate rights at the place aforesaid and from in any manner interfering with intimidating hindering delaying or assaulting the Engineers agents employees Servants and laborers of Complainant in the prosecution of its said Work in Constructing its said line of road over and across said tract of land No 13 in Sandy Township aforesaid in pursuance of the right Required to it by its Charter and legal proceedings thereunder
19 Sept	2	s	
	William Larkey		
Pa Bloom	By Reff	$2.25	
Atty		3.00	
Pa Bloom affidavit	By Reff	1.75	
" Bloom Inj	By Reff	1.75	
Shff McCleskey		5.00	
" McCleskey		5.00	
Pa Bloom	By Reff	.50	
" Bloom	By Reff	.25	
" Bloom	By Reff	1.00	
" Bloom	By Reff	.25	

Decreed That your Honorable Court will grant such other and further relief as Equity and Justice may require in the premises

E A Clark Frank Heeing
Solicitors for Plaintiff

Now 19th Sept 1891 Plaintiff files Affidavit with printed Book Praying the usual order for defendant to cause an appearance to be Entered for him in the case within fourteen days or Judgment Pro Confesso will be taken and decree made against him in his absence

And now 19th Sept 1891 upon presentation and hearing of this bill and the accompanying affidavit it is Duly Ordered adjudged and decreed that an injunction issue Preliminary now as prayed for and enjoining and restraining the said defendant William Larkey and those acting with him from the acts and matters Complained of in the within bill. The injunction to be taken as dissolved unless a motion to Continue the same be argued before Me at the Court House in Clearfield on the 26th day of Sept 1891 at 10 oclock A M of which motion four days notice shall be given the defendant and Copy of the bill of Complaint to be served with the injunction. The injunction not to issue until Plaintiff files a bond in the Sum of Five Hundred dollars with Sureties to be approved by the Court

By the Court

Now 21st Sept 1891 Plff files Bond in the Sum of Five Hundred dollars and approved by the Court

Now 21st Sept 1891 Injunction issued

Now Sept 21st A D 1891 Served within Bill by giving a duplicate Copy thereof to the within named William Larkey defendant personally & making Known to him the Contents thereof

Louis E McCleskey Shff

Served the within writ of Injunction upon William Earley the within named defendant by producing the same and reading and making known to said the contents thereof Sept 21st A.D. 1891 Louis E. McCleskey Sheriff

December Term 1891

Kelley	William C Moss		Bill in Equity praying the Court
			first That an injunction preliminary now and
30 Sept		3 00	perpetual here after may issue to restrain the said
			defendants from Cutting or removing any of said timber-
Swope	Isaac Norris		Second That the said defendants be required to pay
	Miles Wigley and		and account to your Orator for the injury done by the
	Milton Sheesley		Cutting of said timber and other trespass Committed
			therewith and by them Committed upon said premises
			Third That the Court will grant such other and
			further relief in the premises as to Justice & Equity
Pr Bloom		$2.25	appertain and may seem meet and proper
atty		3.00	James H Kelley Solicitor for Plaintiff
Pr Bloom		.50	And now 16th Sept 1891 Bill read and thereupon a
" Bloom	affidavits	.75	preliminary injunction is directed to issue enjoining
Pr Bloom		50	and restraining the said Defendants from Cutting and
Pr Bloom	Inj:	1.75	removing the timber trees upon the premises described
Pro Bloom		50	in the Bill Either by themselves or by their agents Servants
Sheff McCleskey	Bill	5.00	or Employees. His Bill to be taken as dissolved unless
Sheff McCleskey	Inj	5.00	a motion to Continue the same be argued before me at
Pro Bloom		.50	the Court House in Clearfield Pa on Saturday the 26th day
" Bloom		1.50	of September at 2 oclock P M five days notice of the
" Bloom		.25	written order and Copy of bill to be given to the Defendants
" Bloom		.50	of the time and place of hearing Bond in Five Hundred
" Bloom	argt	1.50	dollars to be filed before injunction issues
			By the Court
			And now 28th Sept 1891 Motion to Continue presented
			and argument thereof Continued until Saturday the
			10th day of October 1891 at 10 oclock A M
			By the Court
			By paper filed Dated & approved 16th Sept 1891 see Bond
			of Plaintiff in the sum of five Hundred dollars
			with Fred Cross as Surety
			Now 30th Sept 1891 writ of Injunction issued
			And Now Oct 3rd 1891 I hereby Appear for the
			above named defendants and direct my appearance
			to be entered of Record — Roland D, Swope
			Atty for defts
			Now Oct 3rd A D 1891 Served the within Bill in Equity
			by giving to Each of the within named Isaac
			Norris Miles Wigley and Milton Sheesley a true
			Copy thereof and Making Known to Each of them
			the Contents thereof Joane E McCleskey Sheff
			Served the within writ of Injunction upon Isaac
			Norris Miles Wigley and Milton Sheesley the within
			Named defendants by producing the within
			writ of Injunction and reading the Contents thereof
			to Each of them and making Contents Known
			this 3rd Oct A D 1891 Joane E McCleskey Sheff
			On Argument Rule Feby Argt Court 1892
			And now 27 Feby 1892 Preliminary injunction
			directed By the Court

December Term 1891

O T S Filing	Mrs M M. Dubree third Administratrix and Trustee for the Ruis and Estate of Daniel D. Dubree Deceased Emma Ganor intermarried with George W Ganor Sallie D Waspl intermarried with Harry L Waspl Kate Puttall intermarried with L W Puttall & William H Dubree Children and Ruis at law of Daniel D Dubree Deceased	Bill in Equity Praying the Court First That the said Co-partnership Known and Called the Woodland Fire Brick Company be declared to have been dissolved and ended and that at the time of said dissolution that the real Estate personal property Moneys and all asset thereof were and are no longer required for any purposes of said Co-partnership other than for distribution amongst Co-partners and their Ruis or legal representations and that the said Complainant May Hold in severalty the one undivided fourth part of said real Estate as tenants in common and not as Co-partners
37 00	4 00	Second That an account be taken of all and every the dealings and tranactions of the Woodland Fire Brick Co from the date of the purchase of the interest therein by said D D Dubbe and L G Kessler until the time of the death of D D DuBree and that the Said Surveing Co-partners of the Woodland Fire Brick Company John M Mamath L G Kesler Henry Albert and the Ruis and legal representations of William Albert senr deceased and of George Albert senr deceased may be directed to pay to Complainants what may appear to be due to them from such account for their interest Share and undivided part of the assets of said Co-partnership as well as for their Share of the rents and profits of said real Estate and premises during the time they Held and occupied said property and Carried on said business
M & M M & L	A F. Boynton Jonathan Boynton John M Mamath L G Kesler Henry Albert Mrs Naomi Albert Widow of William Albert Deceased Harriet E Steigerwalt intermarried with E E. Steigerwalt Ruis at law of William Albert Deceased Sophia Albert Widow Clara Stewart intermarried with Ashley Stewart Charles F Albert Elgie Albert Sheridan Albert Fred Albert Ada Gingery intermarried with Dorsey J. Gingery Children and Ruis at law of George Albert Deceased Reuben M Pherson Ida Gingery intermarried with D D Gingery Arthur Blattenberger W J Curley Guardian of Bessie Blattenberger Grace Woolridge intermarried with Anderson Woolridge Children and Ruis at Law of D A Blattenberger Deceased Joseph D Sherwin Samuel P Harbison Hepburn Walker & Hs Woodland Fire Brick Company Limited	Third That the said members of the Co-partnership or association Known as the Woodland Fire Brick Co Limited defendant herein be required to account to Complaintants for all and every the dealings transactions and business of said Co-partnership or association until the time of the death of the said Daniel D Dubree and account and pay unto Complainants the one undivided Eighth part of the rent issues and profits derived from said real Estate and business and that a like account be taken from the date of the death of said Daniel D DuBree until the sale by L G Kesler of his interest in and to said business and property unto M M DuBree Trustee &c that from and after said date until the dissolution of said Co partnership they be required to pay and account to Complainants for the one undivided fourth part of the rents and issues of said real Estate and profits of said business Fourth That said Jonathan Boynton A F. Boynton and other defendants herein be required to account to Complainants for all and every the dealings business and transactions by them Carried on or Conducted upon the said real Estate and property during the time they held used and occupied the same. and to pay and account unto Complainants for the one fourth part of the rents issues and profits derived therefrom as well as from the business by them Carried on upon the said property Fifth That the said Damiel P Harbison and
Pro Blom $2.25 Atty 3.00 Pro Blom .50 " Blom 1.00 " Blom .50 " Blom 1.50 Sheff Sale 2.62½ Sheff Deed 75 Pro Blom 1.50 " Blom 1.00 " Blom .50 Sff Cardin 3.00 Pro Blom .25 " Blom .50 " Blom .50 " Blom .50 M & L		

"Cost forward"

Rec'd Fifty Cents in full for Case in Full 27 July 1893 M McAleer

and Hepburn Walker defendants Pumii be required to account to Complainant for all and every the dealings transactions and business Carried on by them during the time they had used and occupied the said property and pay unto Complainants the one fourth part of the rents issues derived by them frm said property and profits derived frm the business Carried on upon the same

Fifth That an account be taken of all and every the dealings Summs and transactions of the Woodland Fire Brick Company Limited defendant Pumii of which the said Samuel P Harbison Hepburn Walker and Joseph D Shovers or-were managers frm the time the said Company took possession of the said property and that the said association be required to pay and account to Complainant for the one forth part of the rents and issues by them derived frm said Real Estate as well as the fourth part of the profits derived frm the said business Carried on upon said the said property

Sixth That partition may be decreed and made alloting dividing and parta-tioning the said Real Estate and Setting Out the One fourth part thereof in severalty to Complainant Seperate and apart frm the remainder thereof if the same can be done without injury to or spoiling the whole and if partition cannot be made then that a decree may be made that the said property may be sold and that there may be awarded allotted and paid to Complainant the one fourth part of the net proceeds of such sale

Eighth That your Honorable Court grant unto Complainants such other and further relief as shall seem agreeable to Equity and good Conscience and Complainants will ever pray &c

Now 12 Nov 1891 Joseph Shovers one of the defendant above named do hereby personally appear for Pumiey and direct the Prothonotary to Enter his appearance on the record

Now November 13th 1891 McEnally & McCurdy appears as attorneys for A J Boynton and Jonathan Boynton two of the defendants named in the Bill and direct the Prothonotary to Enter said appearance on the record

McEnally & McCurdy attys for A J & Jonathan Boynton

Now 16 Nov 1891 We Purely appear for Samuel P Harbison Hepburn Walker and The Woodland Fire Brick Company Limited and direct the Prothonotary to Enter our appearance of record

Murray & Gordon Dfts atty

Now 18th Nov 1891 I Purely authorize and deputize John Dietz Esqr High Sheriff of the County of Lancaster Penna to serve this Bill on Mrs Naomi Albert Mrs Harriet E Steigerwalt and E E Steigerwalt Fire Pursuant

E L McCloskey Sheriff

Now Nov 16th 1891 I Served Copy of within Bill in Equity on Naomi Albert by giving her a true and attested Copy and Same day left a like Copy at the within named Mrs H E Steigerwalt and E E Steigerwalt with an adult member of their family Soon Oath and J R Shenk Dep Sheriff

Now Nov 14th A D 1891 I have Served the within Bill in Equity upon A J Boynton Jonathan Boynton Sofia Albert Eland Stewart Chas F Albert Sheridan Albert Fred Albert Eland Gingery Dorsey J Gingery Reuben McPherson Ida Gingery W Hourly Grace Woolridge Arausen Woolridge and Joseph D Shovers personally by handing to them and Each of them a duplicate Copy of the Bill and upon Ashley Stewart and D D Gingery by leaving a duplicate Copy of the said Bill in Equity at Each of their respective residences with an adult member of Each of their respective residences with an adult member of Each of their families and upon the Woodland Fire Brick Company Limited by leaving a duplicate Copy of the said Bill with H A Kennedy the Secretary of the said Company at the Office of the said Company in the Village of Woodland and upon Henry Albert named a defendant in said Bill by handing a duplicate Copy to Edmund Albert with whom he resides and who claims to be the Committee in Lunacy of the said Henry Albert

So Answers Edgar L McCloskey Sheriff

And now to wit: the 15th day of January A.D. 1892 the Bill in this Case having been served on the following named defendants to wit: Sophia Albert Clara Stewart Chas. F. Albert Sheridan Albert Fred Albert Clara Gingery Dorsey J. Gingery Reuben McPherson W. D. Cauley Ida Gingery Grace Woolridge Anderson Woolridge Ashley Stewart D. D. Gingery and Henry Albert in due form of law and as required by the Rules of Equity practice and more than fourteen days having Elapsed since the Service of said Bill on the said defendants respectively and no appearance answer plea or demurrer having been filed by the said defendants or any of them the said Bill is taken pro Confesso against them the said Sophia Albert Clara Stewart Chas. F. Albert Sheridan Albert Fred Albert Clara Ginery Dorsey J. Gingery Reuben McPherson W. D. Cauley Ida Gingery Grace Woolridge Anderson Woolridge Ashley Stewart D. D. Gingery and Henry Albert defendant for default of appearance and the Prothonotary is requested to Enter said decree against the said defendants severally named accordingly

Chris Snyder Frank Fleming
Attorneys for Plaintiff

And now to wit: January 15th 1892 the Bill in this Case having been duly served on A. J. Boynton Jonathan Boynton Samuel P. Harbison Hepburn Walker the Woodland Fire Brick Company Limited and Joseph Shovers defendants whose appearances have been Entered of record in said proceedings the Plaintiff hereby Enters a rule on the said defendants A. J. Boynton Jonathan Boynton Joseph D. Shovers Samuel P. Harbison Hepburn Walker and the Woodland Fire Brick Company Limited and Each of them to file his or their plea demurrer or answer to the said Bill within thirty days after Service of notice of this rule or in default of Compliance therewith decree Pro Confesso will be Entered against them as provided by the Rules of Equity practice

Chris Snyder Frank Fleming
Attys for Plaintiffs

Now 20th Jany 1892 Served a true and attested Copy of within Rule on D. D. Shovers and McNally & McCauley accept Service for A. J. Boynton and Jonathan Boynton and Service accepted for Samuel P. Harbison Hepburn Walker and the Woodland Fire Brick Co by Murray & Gordon their attorneys

Sworn J. M. Marden Sheriff

Now 16th March 1892 the Joint & Several answer of Jonathan Boynton and A. J. Boynton filed

Now 18th March 1892 answer of Joseph D. Shovers Samuel P. Harbison Hepburn Walker and Wood Fire Brick Company Limited filed

Now 16th April 1892 Two printed Copys of answers filed of J. & A. J. Boynton

Now 25th Oct 1892 Replication of Plaintiffs filed

Now to wit 25th Oct 1892 the Bill in this Case having been Served on John McGrath one of the Defendants and Service of said Bill having been accepted by him acting by his Attorney W. D. Begler Esq. in due form of law as required by Rules of Equity practice and more than fourteen days having Elapsed since the Service of said Bill on the said defendant and no Appearance having been filed by said defendant the said Bill is taken pro Confesso against him the said John McGrath for default of appearance and the Prothonotary is requested to Enter said decree against the said deft severally named accordingly

Chris Snyder
Frank Fleming attys for Plff

And now 27 May 1893 on motion of Solicitor for Plff and agreement of Defts Counsel the Court appoints S. V. Mason Esq Master who is directed to take testimony &c and to hear the parties and state an account between the Plff

and the respective Defendants according to the rules of Equity practice and as may seem just: And also to report to the Court such form or forms of decree or decrees as may seem proper to be made in this Case

By the Court

Cost brot forward

Attg Nay Check	6.25
Pro Bloomby Aff	9.75
Shff Sides	2.62
" McC Check	5.00
" Cardon J	3.00
Pro Gingery	1.00
" Gingery	50
" Gingery	50
" Gingery Rec	60
Shff Cardon J	2.00
Pro. Gingery	2.00
" "	1.50
	33.72

Rec'd 21 Dec 1895 Check of A. L. Boynton from McEnaney & Murray for above bill of Costs in full

33.72 D. Gingery

Rec'd Dec. 21. 1895 of Pro Gingery Seventeen & 62/100 Dolls ($17.62) being costs Pro Bloomby Aff $9.75 and Shff Sides $2.62 paid by Pltffs. and $5.25 atty & tax. Frank Fielding

$17.62 Atty for Pltffs.

And now 28 July 1893 the order of Court of 27 May 893 is amended so as to read as follows

And now to wit 27 May 1893 on motion of Solicitor for Plaintiff and Agreement of Defendants Counsel the Court appoint D. W. Wilson Esq Master who is directed to take testimony &c and to hear the parties and ascertain whether the Plaintiff are entitled to an account according to the rules of equity practice and of the law and as may seem just; and also to report to the Court such form or forms of decree or decrees as may seem proper to be made in this Case

By the Court

David L Kinkead J.

Now to wit: December 26th 1894 The Plaintiff by their attorneys George B Orlady and Frank Fielding enter rule on the defendants to close the taking of Testimony in this Case within thirty days after Notice of this rule in accordance with Rule LXI of Equity Practice

George B Orlady
Frank Fielding
Attorneys for defendants

Now Dec 27th 1894. Served the within Rule on McEnaney McCurdy & Murray & Gordon by Copy

D. M. Cardon Shff

Now Dec. 21. 1895. this bill and proceedings thereon are hereby discontinued

Attest

D Gingery Pro

Frank Fielding
Atty for Pltffs.

ALL PAGES

FROM

306 TO 307

ARE BLANK

AND NOT

SCANNED

December Term 1891

H Smith	John T. Short	Bill in Equity Praying the Court
23 Nov	5 00	first That your Honor will grant an injunction
	John C. Stewart	preliminary now and perpetual Thereafter restraining
		the said John C Stewart from digging up and
		destroying the connection made by your Orator
		with the said drain
		Second That the said John C Stewart be required
		to render an account of the moneys collected by
		him for the connection of adjoining property
Por Bloom	$2.25	owners with said private drain
Atty	3.00	Third That the Court will grant such other and
Por Bloom	.50	further relief as to Justice and Equity may seem
" Bloom Sup	1.75	right and proper
Sheff McCleskey	2.00	Allison Smith attorney for Plff
Por Bloom	1.50	And now 23rd Nov 1891 Bill presented and read and
" Bloom	.50	thereupon it is ordered that a preliminary injunction
		enjoining and restraining the defendant his agents
		Servants and Employees from digging up or destroying
		the connections made and mentioned in said Bill
		This injunction to be taken as dissolved unless
		Motion to Continue the same be argued before me
		at the Court House on Monday the 30th day of Nov
		at 2 Oclock PM 5 days notice of Bill and this
		order to be given Defendant of the time and place
		of hearing Bond in One Hundred dollars to be
		filed with Surety before injunction Issued
		By the Court
		Now 23rd Nov 1891 Plaintiff file his bond in the
		Sum of One Hundred dollars with Matt Savage
		as Surety as per above Order of Court
		Now 23rd Nov 1891 Injunction Issued
		Now Nov 23rd A.D. 1891 Served the within Bill in Equity
		by giving a duplicate Copy thereof to the within
		named John C Stewart Defendant and making
		Known to him the Contents of same
		Jno. Edgar C. McCleskey Sheff
		Now 23 Nov 1891 Served within writ of Injunction
		upon the within named John C Stewart by showing
		the same and reading the Contents thereof in his
		hearing Jno. Edgar C. McCleskey Sheff

Feby Term 1892

Bilger | Rosanna Lambom
to use
19 Dec | 1 | c
E E Brilhart Charles
MM & G | Kramer & Richard
Ashcraft

Bill In Equity Praying the Court
1st That an injunction preliminary now and perpetual hereafter may issue to restrain the said Defendants from Cutting or removing any of said timber or saw-logs.
2d That said Defendants be required to pay and account to your Orator for the injury done by the Cutting of the said timber. And the other trespasses Connected therewith and by them Committed upon said premises
3d That the Court will grant such other and further relief in the premises as to Justice and equity appertain and may seem meet and proper

And now 19 Dec 891 Plaintiff files her affidavits with printed book having the usual order for Defendants to Cause an appearance to be entered in fourteen days or Judgment Pro Confesso will be taken and decree made Against them in their Absence

I hereby Certify that in my opinion the Plff Above named does not have an Adequate remedy at law for the matters Complained of

George M Bilger
Atty for Compleainant

And now 19th Dec 891 Presented read and Consedered and thereupon it is ordered that a preliminary Injunction shall issue Commanding & enjoining & restraining the said Named Defendants their Agents Servants and employees from Cutting and removing the timber trees and timber and logs standing and Cut and lying on the said described premises. This injunction to be taken as dissolved unless a motion to Continue the same be Argued before me or Chapin at the Court House on Friday the 1st day of Jany 1892 at 2 o'clock P.M. Five days notice of the filing of this writ with Copy thereof and Copy of this order to be given the Defendants,

Injunction not to issue until bond with two sureties in $1000 — be filed Approved by the Court

By the Court

By paper filed dated and approved Bill bond of Plaintiff with G A Barber and P C Gates as sureties in the sum of $1000 — Conditioned as per above order of Court for writ of Injunction

Now 19 Dec 1891 writ of Injunction issued

Now 21st Dec 1891 Sheriff deputy E A Goodfellow to serve this writ of Injunction upon E E Brilhart and Richard Ashcroft Edgar L McCloskey Shuff

Now Dec 22d 1891 Served the within Bill in Equity upon Charles Kreamer of Lock Haven Pa one of the within named defendants by giving to him personally a duplicate Copy of said Bill in Equity and making known to him the contents thereof and Dec 22d 1891 Served writ of Injunction upon Charles Kreamer of Lock Haven Pa one of the within

Pro Bloom by atty	2.25
Atty (MM&G)	5.00
Pro Bloom	.50
" Bloom	1.00
" Bloom	.25
" Bloom 2 Def	2.50
Shff McCloskey	22.02
Pro Bloom argh	1.50
" Bloom	.50
" Bloom	.50
" Bloom	.50
" Bloom Rule exp	.60
" Bloom Rule	.60
Shff Carden	1.50
Pro Gregory	1.50
" Gregory	.50
" Gregory	.50
" Gregory	1.50
" Gregory	.50
" Gregory	.50
J H Kelley Master	100.00
	142.22

Rec'd 7th April 1896 of Chas Kramer per W H Robinson by hands of Mary Smith $71.11 Bilger & the above Cost as per order of Court $71.11

D Gregory

May 1st 1896, Rec'd of Pro. Gregory fifty dollar on half of my fee in above case J. H. Kelley

defendants by producing this writ and making Known to him the contents thereof and by giving him a true and attested Copy thereof

Do on oath ans Edgar L McClenney Shuff

Now 22d Dec 1891 Served the within Bill in Equity upon E E Brilhart & Richard Asherofft two of the within named defendants by giving a duplicate Copy of said Bill in Equity to each of them and making Known to Each of them the contents thereof. Also serve within writ of Injunction upon E E Brilhart and Richard Asherofft two of the within named defendants by producing the writ and reading the contents thereof to them and by giving to Each of them a true and attested Copy thereof

Do on oath ans E R Goodfellow Dep

And now 18th January 1892 Argued & die it is ordered that the preliminary injunction heretofore issued be dissolved so far as to allow defendants to remove the logs now cut and lying on the premises described in the Bill upon Defendants filing bond with Surety in $1600 — Conditioned to account for the property of the same to adjudged to belong to the Plaintiff

By the Court

D L Krebs P J

Now 6th January 1892 Bond approved and Order filed

By the Court

Now 18th January 1892 Plaintiff Enters Rule on the Defendants in the above stated Case to file their plea answer or demurrer in the above bill within thirty days after service of said rule as provided by Rule 29 of Equity Practice

Geo M Bilger & McEnally & McCurdy attorneys for Plaintiff

Now 18th January 1892 Issue of Rule waived and Service accepted for Defendants

Murray & Gordon attys for Defendants

Now 11th February 1892 Defendants answer filed in this Case

Now 12 Feby 1892 Plaintiff Replication filed by Pltf atty

Nov. January 25th A D 1892 W. H. H. Kelly Esq. is appointed as Master in the above Case to hear the Evidence and to report a decree to the Court

By the Court

19 Janry. 1892 Plff. enters Rule 25 Mch testimony

Now 6th July 1892 Plaintiff Enters Rule on Defendants in the above Stated Case to close the taking of their testimony within thirty days after notice of said Rule as per rule LXI of Equity practice

Geo M Bilger & J B McEnally attys for Plff

Now 6 July 1892 Served a true & attested Copy of Rule on Murray & Gordon Attorneys for Defendants

Lovans J. McCarter Shuff

On argument List at April Argument Court 1893

And now 3 April 1893 it is ordered that the rule on Defendant to Close testimony be enlarged to the 15 April 1893 and the testimony to have the same legal effect as if letters of Administration had been duly issued in the Estate of Mrs Rosanna Lamborn

By the Court

Now 4 June 1893. it appearing that the Complainant in the above case Died on the 9th Day of Feby 1893. & letters of administration on her Estate are now issued to Gilbert A Baker administrator is substituted of record as the complainant to prosecute the above case

By the Court

Now 16th May 1894 Report of James H. Kelley Esq Master filed

Now 13 July 1896. Opinion of Court filed It is ordered adjudged and decreed as follows. That the Bill be dismissed each party to pay Costs of Subpoena & attendance of their own witnesses Each party to pay one half of Record costs including fee of Master

February Term 1892

M & G	DuBois Cemetery Co	Bill in Equity Praying the Court	
		Writ That it be adjudged that Defendants had no	
4 Jany	2 "	legal right to ordain and lay out said Cemetery	
		Alley through your-orators said property and have	
	G L Griffin Burgess	no right to open the same	
	and J F Brady Geo J	Decreed That Defendants be restrained by injunction	
	Harris Lewis Heidrick	temporary now and perpetual hereafter from opening	
	H Fullmer E E Jack	said Alley or in any manner Entering upon said	
	James Hine & Franklin	property under or by Virtue of said Ordinance	
	P. H. Murphy & Geo	Third That Your Orators may have such other and	
	R. Vosburg Members of	further relief in the premises as Justice and Equity	
	Town Council of Borough	may require and to Your Honor may seem meet	
	of DuBois	and proper Murray & Gordon	
		Solicitors for Plaintiff	
		Now 4th January 1892 In accordance with prayer of	
		this Bill a preliminary Injunction is granted	
Pro Bloom	$ 2.25	restraining Defendant from opening Cemetery Alley	
Atty	3.00	or in any manner entering upon Complainants property	
Pro Bloom	.50	by Virtue of the Borough Ordinance referred to which	
" Bloom affidavits	.75	Injunction shall be taken as dissolved unless a	
" Bloom Inj	1.75	Motion to Continue the same be argued before me on	
Shff Gordon ✓	12.00	January 22nd 1892 of which at least five days notice	
Pro Bloom	.50	shall be given to Defendant or their Counsel Injunction	
" Bloom	.50	Bond in Five Hundred Dollars to be given with approved	
" Bloom	1.00	Sureties before Injunction issue	
" Bloom	.50	By the Court	
" Bloom argt	1.50	Now 4th Jany 1892 Bond of Plaintiffs filed & approved by	
Masters fee	100.00	the Court in the sum of Five Hundred Dollars with	
Pro Bloom	1.00	D L Corbett Lewis Zeigler and J H Grein as Sureties	
" Gregory Decree &c	2.50	Now 4th January 1892 Rule of Court granting Argument	
" Gregory	.75	of preliminary Injunction accepted and issue &	
" Gregory	1.00	Service waived A L Coll Attorney for Defendants	
" Gregory Record ✓	4.00	Now 4th Jany 1892 Plaintiffs files their affidavits	
Supreme Court Cost & Sh. ✓	11.00	with printed book having the usual rule for the	
Pro Gregory	.75	defendants to cause an appearance to be entered	
		in fourteen days or Judgment Pro Confesso will be	
		taken and decree made against them in their absence	
Rec'd 27 July 1896 of W.C.		Now 4th January 1892 Writ of Injunction Issued	
Peal the following		Now 13th January 1892 Served certain writ of Injunction	
Costs		upon G L Griffin Burgess Geo J Harris James Hine	
Shff Gordon	12.00	Lewis Heidrick J F Brady Geo R Vosburg H Fullmer by	
Pro Bloom	10.25	producing to them this writ and making Known	
Pro Gregory	9.00	to them the Contents thereof and served the Complainants	
	$ 31.25	Statement by handing a Copy of same to G L Griffin	
D J Gregory		Burgess J F Brady James Hine Geo J Harris Members	
		of the Town Council of DuBois Borough	
		Do and F. M. Gordon Shff	
		Now 11th February 1892 Replication of Plff filed	
		Now 14 Feby 1892 The Preliminary Injunction heretofore	
		granted is Continued and the Case referred to D. F.	
		Herron Esq as Master to hear this Case and make	
		Report By the Court	
		Now 29 Dec 1892 Report of D. F. Herron	
		Esq Master Filed	

Exceptions to Masters Report Filed

Now 17 Feby 1893 Opinion and Decree of Court Filed to wit;

Now 17 Feby 1893 So far as the findings of fact herein and Conclusions of law do not agree with the learned Masters Report the exceptions to his report are sustained and it is ordered

First It is Adjudged ordered and decreed that the Burgess and Town Council of the Borough of DuBois be and are henby enjoined and restrained from entering upon the lot of ground belonging to the DuBois Cemetery Company and known as the Henry Prothero lot Specifically bounded and described as follows Viz; Beginning at a post on Main Street and at a lot of H Freeman (now M Moore) thence in line of Main Street S 27½ deg W 11 rods to post at Cemetery lot thence by line of Cemetery lot (this line being 25 feet from picket fence) N 51 deg W 16 rods to post at State Street thence by State Street and line of Patrick Reynolds N 27½ deg E 9 rods to post at Freemans (now M Moore) thence by Freeman (now M Moore) lot South deg E 16 rods to post at Main Street and place of beginning and more particularly for the purpose of entering upon and taking four feet from the southern side of said described premises in width and extending from Main Street to State Street until such time as the same shall be taken by due process of law had for that purpose

Second It is further adjudged ordered and decreed that the preliminary injunction heretofore issued in this Bill be and is henby dissolved so far as the same has enjoined and restrained the said Burgess and Town Council of DuBois from re opening the alley on the original location and width as laid out and Opened, Beginning at main Street and extending along the northern or north eastern Side of the Cemetery and as laid out by John Rumbarger across State Street and between the lands of Patrick Reynolds and the said Cemetery to the north western or western end of said Cemetery

Third That the Costs of this proceeding be paid by the Complainants and Defendant the Borough of DuBois in equal proportions

By the Court—

And now 6th April 1893 Plaintiff Counsel Files affidavit and Appeal on behalf of the DuBois Cemetery Co Plaintiff from the decree of the Court of Common Pleas of the County of Clearfield

Now 6th April 1893 Writ of Certiorari on the part of the Plaintiff from the Supreme Court Filed with Geo E Orvis E L McCloskey and Thomas H Moore as Surety in the sum of Five hundred Dollars with service accepted on same for the defendants by

Allison O Smith & G A Lukehart

Attys for Defendants

Now 7. April 1893 Issue Exemplification of Record Made for Supreme Court

Now 11th Jany 1895 Record from the Supreme Court filed with Remittitur Showing Decree affirmed and Appeal dismissed at the Cost of Appellant

May Term 1892

McE & McC	Francis J Fisher	Bill in Equity Praying the Court
		Dirt That the said defendants and their Empleyees
12 Jany	1 00	agents may be restrained by an injunction issuing
		out of the Honorable Court from further occupying
	Edward A Irvin	or using any portion of the ground of Your said
	J C Bloom and	Orator or of the Streams of Water in the said tract
	Layfayette Bloom	of land in the name of Thomas Hamilton with
		for roads banking of logs or for other purposes
		until further order of Court
		Decreed That the said defendants be requried by the
Pot Bloom	$ 2.25	order of Your said Court to make full Compensation
Atty	3.00	to your Orator for all damages he Shall Sustained
Pot Bloom	.50	or Shall Sustain and for the Value of all such
" Bloom Atty	.75	advantages as they Have taken and possessed
" Bloom	1.00	without the previous Consent or authority of your
" Bloom Atty	1.25	Orator or Shall be allowed by your Court to enjoy
Shiff Caveat	10.80	in the said land of Your Orator and that they be
Pot Bloom	1.00	required to do this before they be permitted again
		to Enter upon the land of Your Orator
		Decreed That Your Orator may have such further and
		other relief in the premises as the nature and
		Circumstances may require and to Your Honor
		Shall seem meet
		McEnally & McCurdy
		Attorneys for Pff
		Now 12th Jeany 1892 Plaintiff files their affidavit
		with printed Book praying the usual order for
		the defendants to cause an appearance to be
		Entered in fourteen days or Judgment Pro Confesso
		will be taken and decree made against them in their
		absence
		And Now 11th Jenuary 1892 Bill presented and
		read and thereupon a preliminary injunction
		is issued Enjoining and restraining the defendants
		from using and occupying any portion of the
		ground of the Complainant or of the Stream of Water
		running through Complainants land Mentioned
		in said Bill. The said injunction to be taken as
		dissolved unless a motion to Continue the same
		be argued before the Court on Saturday the 20th day
		of Jenuary 1892 at 2 Oclock P.M. Five days notice
		of the order with Copy of Bill to be given defendant
		before day of Hearing Bond in Two hundred dollars
		to be filed as requried by law before injunction shall
		issue
		By the Court
		By paper filed Dated & approved 12th Jenuary A.D. 1892
		See Bond of Plaintiff in the Sum of Two Hundred
		dollars with James Mahaffey and A S Hill as Sureties
		Now 12th Jenuary 1892 Writ of Injunction Issued
		Served the within writ of Injunction upon E A Irvin
		with Bill of Equity Jany 12 1892 and on J C Bloom
		& Lafayette Bloom Jany 13th 1892
		Jno. F. McCarron Shff

May Term 1892

Pleadings	Eliza A Douglass and Ddley Douglass Her Husband in right of Eliza Douglass	Bill in Equity Praying the Court First That an account be taken between the plaintiff and G W and A B Lowder to determine the amount or quantity of Coal by them taken and Shipped from said Mine, and that they be required to procure from the Railroad Company Proper Evidence of the amount of Coal Shipped by Railroad from said mine also a proper Correct and accurate account of all the Coal by them Sold and disposed of which was not Shipped by railroad and that they be required in like manner to account for the Coal Mined and Shipped or Sold in the Neighborhood taken from said Mine by them or any other person or persons under their direction or authority and that they in like manner be required to produce all books accounts or Memoranda Kept by them or by any person under their authority Operating said Mine Showing the amount of Coal for which the miners at said Mine were paid for taking out.
1 March	2	
	A B Lowder George W. Lowder and John Peterson Anthony Shoop Neil Maher Thomas Fuge & Andrew Peterson the last five named being Partners trading and doing business in the Name of Peterson Fuge & Company	Second That the said John Peterson Anthony Shoop Neil Maher Thomas Fuge and Andrew Peterson trading as Peterson & Co or Peterson Fuge & Co be in like manner required to produce and Exhibit a duly Verified account from the Office of the Buck Creek Railroad at the Station where said Coal was Shipped or consigned a full Complete and accurate account of the Coal Shipped by them from said Mine and that they be in like manner required to produce and Exhibit all of their books accounts and Memoranda Showing the amount of Coal they have disposed of from said Mine in the Vicinity which was not Shipped by railroad and all books accounts and memoranda of the account with their miners who worked at said Mines Showing the amount of Coal taken each and that they be required to pay for the same if legally or Equitably liable therefor.
Por Bloom	$ 2.25	
Atty	3.00	
Por Bloom	.50	
" Bloom apparatus	3.75	
" Bloom	1.00	
" Bloom Inj	1.25	
Shiffardon	6.00	
Por Bloom	.25	
" Bloom	.50	
" Bloom	.50	
" Bloom Argt	1,50	
" Bloom	25	
" Bloom	.50	
" Bloom Rule	60	
Shiffardon "	4.50	
Por Bloom	.25	
Shiffardon	1.50	
Por Guigny	1,50	
" Guigny	.50	
" Guigny rules	60	
" Guigny	.50	
" Guigny	.50	
" Guigny	.50	
" Guigny	1,00	
" Guigny Argt	1,50	
		Third That an account be taken between plaintiff and A B and G W Lowder as to the amount of royalty for which they are liable to the plaintiff under the terms of the lease from and after the 20th day of April 1888 up to this time and that they be required to pay the same to the plaintiff with interest thereon
		Fourth That an account be taken between plaintiff and said A B Lowder and George W Lowder of the Coal left Standing in said mine which ought to have been removed under the terms of the lease and which the said defendants failed and neglected to remove until it has become inaccessible and Valueless and a total loss to the plaintiff that the quantity thereof be ascertained and defendants be required to pay plaintiff for the same with interest
		Fifth That an account be taken between the plaintiff and the said Peterson Fuge & Co or John Peterson & Co of the injury loss damage Plaintiff have Suffered

Rec'd My Cost in above
D J Guigny
4/14/92
Rec'd Cost of A M Bloom Esq.
M. Avery Last 1/3 13th D. J. Guigny

from the Negligent and injurious manner in which the said Peterson Fuge & Co or John Peterson & Co have conducted mining Operations in said mine by reason of their failure to remove the Coal which should have been taken out and which has now became inaccessible and Valueless

Sixth That the said A B Lauder George W Lauder and John Peterson Anthony Shoop Neil Maher Thomas Fuge and Andrew Peterson and all and every of them and all and every of them and their agents and Employees be Enjoined and restrained from further Operating or working said mine or taking Coal therefrom until final Hearing or until further order of Court and until they shall have paid the royalty due under the lease as well as all damages Plaintiffs have sustained by reason of their Non Compliance with said lease and Violation of the terms true Intent and Meaning thereof and for this purpose Your Orators pray that an injunction May issue Preliminary until Hearing and perpetual thereafter for the purpose aforesaid.

Seventh That Your Orators may have such other and further relief as to this Honorable Court May seem Just and proper

Frank Fleming Solicitor for Plffs

Now 1st March A D 1892 Plaintiffs file their affidavit with Printed Book having the usual order for Defendants to cause an appearance to be Entered within fourteen days or Judgment Per Confesso will be taken and decree made against them in their absence

And now to wit March 1st 1892 This Bill presented and read with the accompanying affidavits and upon Consideration of the matter an injunction is duly issued enjoining and restraining the said defendants and all of them their agent and Employees from removing any Coal from said mine until argument of motion to Continue this injunction and until further order of Court. This injunction not to issue until a bond be filed by Plaintiffs with two Sureties in the sum of Five Hundred dollars Conditioned for the Security of the defendants &c and the injunction to be taken as dissolved unless the motion to Continue the same be argued before me on the Eighth day of March A D 1892 at 2 Oclock P M

By the Court

D Lee Krebs P J.

By Paper filed Dated & approved 1st March 1892 See Bond of Plaintiffs in the of Five Hundred dollars with John A Brown and S. J. Burge Sureties as per above order of Court for writ of injunction

And now 1st March A D 1892 Writ of Injunction Issued

Now 1st March 1892 I Served a true and Certified Copy of within Bill in Equity & order for Injunction upon John Peterson Andrew Peterson Anthony Shoop and Geo W Lauder by giving Each of them a Copy of said Bill and order for Injunction and Served writ of Injunction on Each of them by reading and making Known the Contents thereof Known to them The within A B Lauder Neil Maher and Thomas Fuge is not found in my Bailiwick &c

Jos. A. McCandless Sheriff

Now 12th March 1892 I Surety appear for A B Lauder and George W Lauder

Dean Mitchell Attorney for Lauder

Now 14th March 1892 We Surety appear for John Peterson Anthony Shoop Neil Maher Thomas Fuge and Andrew Peterson & Co many of them as have been Served with process Reserving all legal Exceptions

William Boyce Murray & Graham Attys

On Argument Rule as March argument Court 1892

Now 15 Mar 1892 Opinion of the Court filed overruling the motion to Continue the preliminary injunction and the injunction is dissolved

By the Court

Now Oct 26 1892 Plaintiffs by their attorneys Enter Rule on the Defendant to file their plea answer or demur in this Case in accordance with Rules of Equity Practice

Nov. Oct 26th 1892 Served within Rule on an adult Member of A.B. Leuders family by handing to him a true and attested Copy of same
So ans J. M. Carden Shiff
Nov 19th Nov 1892 Defendants fail their answer or Demurrer to Plff Bill
Nov 28th Nov 1892 Served a Copy of Defendants answer or Demurrer on
Frank Fielding Attorney on Record for Plaintiff
Jans J. M. Carden Shiff

And now 3d April 1893 Leave granted to file Amendment to Bill

Amendments to Bill Praying the Court for Relief as follows

In addition to relief asked for to which Your orators may be entetled under the Prayer included in the original Bill they further pray for relief as follows

8. That the said Defendants A.B and G.W. Leuder the said lessees be summoned immediately before your said Court by rule or otherwise and that they be by order of Your said Court Commanded and Compelled Specifically to perform their said Agreement in regard to the paying for the said Coal monthly as they take it According to the meaning and intention of said Contract or agreement such Sum or Sums as in Equity they are or may become liable to pay to Your orators

9. That in case of their further negect or refusal to pay monthly for what becomes due under the terms and meaning of this agreement that the said Defendants be enjoined by Your said Court from taking or removing any more Coal from the said land of Your orators

10. That Your Court make such further orders from time to time as equity may require to Compel a Specific performance by said Defendants of their said Agreement

11. That the said lessees be required to Account monthly for such Coal as they may hereafter take as well as make their monthly payments for the same and that they further be required also to Account for what has been taken since the 1st Nov 1891

12. That Your Orators may have such other and further relief as to this Honorable Court may seem meet and proper

Fielding, Bigler & McEnally
Atty for Plaintiff

And now 3d April 1893 Leave granted to file the within Amendments to the orginal bill and the Defendants are hereby required to file their demurer plea or answer to the Amendments if any they have on or befor the 15th April 1893 By the Court

And now 3 April 1893 Amendments to bill read and thereupon a Rule is granted on the Defendants named to Show Cause why they should not give Security for the royalty arising from the Coal mined or pay the Same into Court or on failure so to do why an injunction Should not issue. This Rule Returnable to 15 April 1893 By the Court
DC Hubs P.J.

Now 3 April 1893 Service accepted of this Amendments and rules for A.B & G.W. Leuder. a Copy of the Amendments and rules endorsed having been handed me Oscar Mitchell Atty for Leuders

Now 3 April 1893 We accept Service for John Peterson Anthony Shoop and Andrew Peterson and Each other Members of the firm of Peterson Fuge & Co as were Served with the original Bill Murray & Gordon Attys

And now 15 April 1893 Argument of Rule to Show Cause Continued until 22nd April 1893 at 10 oclock a m of said day By the Court

Now 15th April 1893 Answer of Defendants to Rule Filed by O Mitchell

Now 15th April 1893 Defts Attys file Demurrer & Answer to Plaintiffs Amended Bill in this Case

And now 15 April 1893 Leave granted to add the Certificate of no Adequate remedy &c nunc pro Tunc By the Court

I hereby Certify that in my opinion the case or matters set forth in the foregoing Amendments are of such a nature that no Adequate remedy can be obtained by law by the Plaintiffs

J B McEnally of Counsel
for Plaintiffs

Now 15 April 1893 Service accepted on notice of above by
O Mulchell Dept Atty

On Argument List at May Argument Court 1893

And now 19 may 1893 the Rule heretofore issued is therefore discharged and it is so Ordered reasons filed By the Court
D L Kirkpatrick P J.

The dispute involved in this case having been adjudicated in a suit at law, this proceeding is hereby discontinued.

Frank Fiddiday
Atty for Plff.

May Term 1892

Feby	Borough of Bmtonville	In Equity Adjustment of Poor Fund
5 Jany	3 00	Amicable agrument and Settlement Entered into by and
	Township of Brady	between Bmtonville Borough of the one part and Brady
		Township of the other part Whereby there is settled
		and adjusted amicably and finally the diversion
		of the Poor Fund of the Township of Brady by which
		it is agreed that there is due to the territory Comprising
		Bmtonville Borough formerly a part of Brady Township
Atty	300	the sum of Fifty Eight and 65/100 dollars of said Poor
Pr Bloom	D & G Kuntz / 4 33	fund being the proportionate part of said fund due
		to said Borough of Bmtonville. Said Settlement being
		Signed by J C Smith and D H Ellinger Overseers of
		the Poor for Brady Township and E A Dunlap and
		Charles Rhoads Overseers of the Poor of Bmtonville Boro
		and approved by the town Council of Bmtonville Boro
		December 9th 1891 Sealed with its Seal Signed by
		Erastus Luther Burgess and D G Kuntz Clerk
		The said Settlement being presented to the Court
		the following decree was thereupon Entered:
		And Now Dec. 5th Jany 1892 the within paper
		having been read before the Court Showing an Adjust-
		ment and Settlement between Bmtonville Borough and
		Brady Township of the Poor taxes for the year 1891
		and it appearing to the Court that the same has been
		settled and approved by the proper authorities of said
		Township and Borough the said Settlement as within
		stated is hereby ratified approved and confirmed with
		like force and Effect as if the adjustment thereof
		had been made under regular proceedings on the
		Equity side of the Court of Common Pleas of Clearfield
		County Penna.
		By the Court
		David L Krebs
		P J
		Now 10th March 1892 Certificate given D G Kuntz Esq
		Now now 18th March 1892 It is ordered that the Record cost in this Settlement be
		paid by Brady Township and that as to other costs if any, each party pay its own
		By the Court
		David L Krebs P J

And now 29 sept 1892 I hereby direct this proceeding discontinued & satisfied
Allen O Mitchell
D G Kuntz
Clerk by Deputy

May Term 1892

Summary Borough of Boultville

4 vs

Township of Brady

Pr Bloom by D. Kurtz $175
Atty 300
~~Pr Bloom~~ ~~50~~
~~Pr Bloom~~ ~~1 50~~

In Equity Adjustment of Road Fund

Amicable agreement and Settlement Entered into by and between Boultville Borough of the One part and Brady Township of the Other part Whereby there is Settled and adjusted amicably and finally the division of the road fund of the Township of Brady by which it is agreed that there is due to the territory Comprising Boultville Boro formerly a part of Brady Township the Sum of One hundred and thirty four 50/100 dollars of said road fund being the proportionate part of said fund due to said Borough of Boultville. Said Settlement being signed by John Lais and addison Taylor Supervisors of Brady Township R M Kinan Street Commissioner of Boultville Borough and approved by the town Council of Boultville Borough December 9th 1891 Sealed with its Seals & Signed by Charles Luther Burgess and D G Kurtz Clerk the said Settlement being presented to Court the following decree was thereupon Entered: And now to wit 5th January 1892 the within paper having been laid before the Court Showing an adjustment and Settlement between Boultville Borough and Brady Township of the road taxes for the year 1891 and it appearing to the Court that the same has been settled and approved by the proper authorities of said Township and Borough the said Settlement as within stated is hereby ratified approved and Confirmed with like force and Effect as if the adjustment thereof had been made upon regular proceedings on the Equity side of the Common Pleas of Clearfield Co

By the Court

David Krebs P.J.

And now 18th March 1892 It is ordered that Brady Township pay the record costs in this settlement and that as to other costs if any each party pay its own

By the Court

Dan'l Kurtz

Now 29 Sept 1892 I hereby acknowledge receipt of the within decree

D G Kurtz
Clerk of Courts

May Term 1892

Duane	Borough of Brutorille	In Equity Adjustment of School Fund
	5 vs	Amicable agrument and Settlement Entered into
	Township of Brady	by and between Brutorille Borough of the one part and
		Brady Township of the other part Whereby there
		is settled and adjusted amicable and finally the
		division of the School fund of the Township of
		Brady by which it is agreed that there is due to
		the territory Composing Brutorille Borough formerly
		a part of Brady Township the sum of Twenty five
		and 39/100 dollars of said School fund being the
Pro Bloom by J G Kuntz	$ 675	proportionate part of said fund due to the said
Atty	3.00	Borough of Brutorille said Settlement being signed
[illegible]	.50	by J G Kuntz President and Jonathan Shaffer Secretary
" [illegible]	.50	of the School Board of Brady Township and by G M
" [illegible]	.25	Bishell President and Lewis Schoch Secretary of
" Bloom	1.00	the School Board of Brutorille and approved by the
		Town Council of Brutorille Borough December 9th 1891
		Sealed with its Seal Signed by Evalus Luther Burgess
		and D G Kuntz Clerk The said Settlement being
		Presented to the Court the following decree was
		thereupon Entered: And now to wit 5th July A D
		1892 the within Paper having been read before
		the Court showing an adjustment and Settlement
		between Brutorille Borough and Brady Township
		of the School taxes for the year 1891 and it appearing
		to the Court that the same has been settled
		and approved by the proper authorities of said
		Township and Borough the said Settlement as
		within stated is hereby ratified approved and
		Confirmed with like force and Effect as if the
		adjustment thereof had been made under
		regular proceedings of the Equity Side of the
		Court of Common Pleas of Clearfield Co Pa
		By the Court
		David L Krebs
		P J

Now March 18 1892 It is ordered that the Record costs be paid by Brady Twp and that each party pay its own By the Court

David L Krebs P J

Now 19 Sept 1892 I hereby direct this proceeding discontinued & satisfied

D G Kuntz Clerk of Courts

Attest

H M Bevan P S

May Sess 1892

Pentz	J. Ditchburn & R. Logan		Bill in Equity Praying the Court
	Sidney Fuller D. J.		First That the said defendants H. A. Paylor J. J.
	Derr Kengost William		Brockbank M. D. Vogle R. M. Boyle A. L. Cole Morris
	Thomson A. P. Palmquist		Smith John Miller James G. Harris and D. H. Butler
	H. J. Smathers J. W. Coburn		be restrained by an Injunction preliminary until
	George A. Hengish and		hearing and thereafter to be made perpetual from
	J. A. Johnston		letting Contracts for building a School House in
			the First Ward of DuBois Borough and making repairs
14 March	6	05	on the Second Ward School House as now contemplated
			and from issuing Bonds on said School District and
	H. A. Paylor J. D. Brock		from doing any other public business as School
	bank M. D. Vogle		directors
	R. M. Boyle A. L. Cole		Second That your Orator may have such further
	Morris Smith John		and other Equitable relief as may seem to your
	Miller J. D. Harris and		Honorable Court proper and Just and Equity may
	D. H. Butler School		require
	Directors of DuBois Borough		And now 14th March 1892 Bill read and thereupon
			rule granted on the Several defendants named in
			the Bill to Show Cause if any they have why an
			injunction should not issue to restrain them from
B. F. Bloom		$2.25	letting Contracts for the Erection of a School Building
Atty		3.00	in the First Ward of DuBois and for Certain Other
B. F. Bloom		.50	purposes as in the Bill named and why all or
" Bloom		.25	any action by them taken in that behalf should
" Bloom		1.25	not be decreed to be null and Void. Returnable
" Bloom		.50	on Tuesday the 22nd March 1892 at 9 Oclock A. M.
" Bloom mile		.60	By the Court
Shiff Cardon		9.60	Now 14th March 1892 Rule issued as per above Order
B. F. Bloom		1.50	Now March 14th 1892 I Served the within Rule upon H. A.
			Paylor J. D. Brockbank & R. M. Boyle A. L. Cole M. D. Vogle
			Morris Smith John Miller J. D. Harris and D. H. Butler
			School Directors of DuBois Borough by handing Each
			of them a true and attested Copy of Same
			Sworn & M. Cardon Shiff
			On argument List at March argument Court 1892
			Now 23rd March 1892 Opinion of the Court filed
			Discharging Rule to Show Cause &c
			By the Court

May Term 1892

Patterson		W H Dill and John B	Bill In Equity Praying the Court
Baldridge		McGaulley trading	First That the said real Estate described in the
		and doing Business as	above recited two deeds viz: One from Dr D R Good
		the Houtzdale Bank	and Eliza Good his wife George M Brubin and Hannah
		to use of George W Dickey	E Brubin his wife Charles R Houtz and Nettie Houtz
		and John Beyer Reeves	his wife dated 4th day of April 1891 and Recorded
			in Deed Book 63 page 190 and the other from George
14 March		7 00	M Brubin and Hannah E Brubin his wife Charles R
			Houtz and Nettie Houtz his wife dated 19th day of June
		Dr D R Good & Eliza	1891 and Recorded in Deed Book 63 page 535 by which said
		B Good his wife George	to Plaintiffs purchased with Partnership funds for
		M Brubin and Hannah	partnership purposes and as partnership property
		E Brubin his wife Chas	Second That the said William H Dill and Edith
		R Houtz and Nettie Houtz	Dill his wife by Order and decree to Convey by Deed
		his wife Mrs Edith Dill	to Complainants as Reeves and in Trust for the
		and W H Dill her husband	Houtzdale Bank the premises described in the Deeds
		in right of Mrs Edith Dill	for a lot of ground situate in the Borough of Houtzdale
		with notice to R McPherson	Clearfield County Pa and the tract of land Situate
		Trustee and Oscar	in Knox Township Clearfield County Pa the first thereof
		Mitchell assignee of	having date the 4th day of April 1891 and Recorded
		W H Dill	in Deed Book 63 page 190 and the other having date
			19th day of June 1891 and Recorded in Deed Book 63
			page 535 and that the said Oscar Mitchell as assignee
			of said William H Dill by Order and decree to make
			a quit Claim deed to your Complainants for the use
Pro Bloom	By Patterson	$2.25	and purpose of the Houtzdale Bank
Atty		3.00	Third And such further or other Order and relief as
Pro Bloom		1.50	the Circumstances of the Case may require and as
" Bloom		.50	May seem meet to your Honorable Court to be made
" Bloom		.50	George W Dickey &
" Bloom		.25	John Beyer & Reeves
" Bloom		1.00	Now 14th March 1892 Plaintiffs files their affidavits
" Bloom		1.25	with Printed Book Praying the usual order for the
" Bloom		.50	defendants to Cause an appearance to be Entered
" Bloom		.50	within fourteen days or Judgment Pro Confesso
" Bloom		1.25	will be taken and decree made against them
Shff. Cardon		1.50	in their absence
Shff Cardon		9.00	By paper Filed & dated 30 Mar 1892 See Appearance
Pro Bloom		.50	of Oscar Mitchell Esq for Mrs Edith Dill & W H
" Bloom decree		2.00	Dill her husband Reuben McPherson Trustee & Oscar
			Mitchell Assignee of W H Dill reserving all legal exceptions
			Now 4th April 1892 On motion of Plaintiffs by their attorney
			Baldridge & Patterson permission granted to Amend
			the Record in above Stated Case by adding the name
			of W H Dill as one of the defendants
			By the Court
			Now 8th April 1892 I Hereby Enter an appearance for
			W H Dill in this Case reserving all legal Exceptions
			Oscar Mitchell Atty for W H Dill
			6 April 1892 Amendment & Sci Fa issued
			Now April 8 1892 Sci Fa Tested and attested copy & writ drawn & Com to
			Oscar Mitchell Atty for W H Dill. So am
			F M Cardon Shff

Now March 18th 1892 Served a true and attested Copy of Bill Equity on William A Dill Mrs Edith Dill Oscar Mitchell and Reuben McPherson Now April 16th 1892 Served a true and Attested Copy of Bill in Equity on D R Good and Eliza Good and April 20th 1892 Served a true and attested Copy of written Bill on George M Brisbin and Hannah E Brisbin Do ans J M Caldon Sheriff

Now 18th July 1892 Answer of W B Dill & Edith B Dill filed

Now 6th Oct 1892 Decree of Court filed as follows:

And now 24th September 1892 His Cause being Submitted upon Bill and answer filed and the same having been duly Considered it is adjudged Ordered and decreed namely: 1st That William A Dill and Edith B Dill his wife make Execute and deliver a deed unto the said George W Dickey and John Beyer as Receivers of the Houtzdale Bank all that Certain Real Estate described as follows viz: Beginning at a Stone pile on the north tract line of the tract Warranted in the name of Samuel Emlen: thence North 37 degrees West 3.180 feet to Stake Corner: thence South 53¾ degrees West 760 feet to a Stake on line of tract Warranted in the name of Rachael Dickson: thence North 35¾ degrees West 1350 feet to an ash Corner: thence South 52 degrees West 1900 feet to Hemlock Corner: thence by land of Gant South 37 degrees East 2073 to a Stake Corner thence by same land South 52½ degrees West 1857 feet to a Stake Corner: thence South by land of John M Chase on land line Common to Benjamin Poulty and Rachael South 37 degrees East 330 feet to a Stake Corner: thence by Chase land South 53¾ degrees West ~~1610~~ feet to a Stake. thence by same land north 35¾ degrees West 2825 feet to a Stake: thence South 50½ degrees West 200 feet to a Stake Corner: thence South 37¾ degrees East 5230 feet to a Hemlock on line between Benjamin Poulty and Moore Walton tract: thence by said land line North 50¼ degrees East 1610 feet to a Hemlock Corner: thence by land Warranted in the name of Moore Walton William Parker and Samuel Emlen North 37¼ degrees East 6175 feet to a Stone Corner the place of beginning as per Survey of J K Myers and Containing Seven Hundred and twenty three and One half acres. The Habendum Clause of said deed to set forth and declare Specifically that the grantee George W Dickey and John Beyer are to have and to hold the same for the use and in trust for the Creditors of the Houtzdale Bank and to have and to hold no other or greater Estate by reason of such Conveyance than herein Specifically decreed. 2nd That Oscar Mitchell assignee of said William A Dill make Execute and deliver his quit Claim deed for the above described premises unto the said George W Dickey and John Beyer Receivers of the Houtzdale Bank to the use and trust aforesaid 3rd That W R McPherson Trustee for the use of Mrs Edith B Dill make Execute and deliver a release of the lien of Judgment No 150 December Term 1891 off and from the real Estate and premises described in paragraph one of this decree. 4th That the said Costs of the proceedings be paid Out of the general funds in the hands of the said George W Dickey and John Beyer as Receivers of the Houtzdale Bank

By the Court

David L Krebs P J

May Term 1892

A Ginnick — Wilhelmina Shoff, widow; C J Shoff M Elizabeth Beyer intermarried with Solomon Beyer; Mary Martha Johnson intermarried with John Johnson; Henrietta Mullen intermarried with Thomas Mullen; Hannah Withers intermarried with Archie Withers; Dec'd; Dunlap intermarried with Frank C Dunlap; Sarah Hunt intermarried with George Hunt Executor and Heirs at law of Frederick Shoff Deceased

Bill in Equity Praying the Court First That the testimony of the parties familiar with the division of the said land may be perpetuated for the security of the title of the said Heirs of Frederick Shoff. Second That a decree may be made by your said Court requiring the Widow and Heirs of the said John Shoff Defendant named herein to make a deed in fee simple for the Eastern half of tenpart of the tract of land described in Paragraph one of this Bill. Third For such other and Equitable relief as to the Court may seem right and proper

Allison Ginnick
Solicitor for Plaintiff

14 April — 8 00

Now April 21st 1892 Served within Bill in Equity on Hannah Shoff, B Frank Shoff, Elizabeth J Wells, William S Wells, Rachael Shoff, Lloyd Shoff and Henry Shoff, Bertha McKenna and Frank McKenna and Dide C Shoff by handing to Each of them a true and attested Copy and making Known the Contents thereof

Downs & McCarren Shff

Hannah Shoff Widow; Elizabeth J Wells intermarried with William S Wells; Rachael Shoff Widow Lloyd Shoff; Frank A Shoff; Henry Shoff; Bertha McKenna intermarried with Frank C McKenna; Charles Shoff and Kate Shoff Children of John G Shoff deceased; Jennie Stoneroad intermarried with Lewis Stoneroad; Emily McCully intermarried with Matthew McCully; Dide C Shoff; Edward Shoff; Frank C Shoff; Mary Parks intermarried with Henry Parks; Calvin Shoff Children and Heirs at law of John Shoff Deceased

And now 5th May 1892 On Special motion this day presented. It is ordered and directed that this Bill & all other orders writs Subpoenas and process in behalf thereof made and issued shall be served upon Calvin Shoff at San Antonia Texas upon Jennie Lewis Stoneroad at Dix Morris Iowa Emily McCully at Knoxville Tennessee and also upon Edward Shoff at Huntingdon County and on Mary & Henry Parks in Jefferson County Pa and that the Service be made in accordance with the requirements of the act of the 6th April 1869. and Rule XI and XII of Equity practice in Penna and that the defendant name shall within two months after service enter an appearance and file their answer to the Bill Return of service of the Bill and Copy of this order shall be returnable on or before the 1st Monday of July 1892

By the Court
D L Krebs Pro

Pr Bloom By Reff		$2.50
Atty		2.00
Pr Bloom By Reff		1.25
Shff Carden		16.50
Pr Bloom By Reff		1.00
" Bloom By Reff		.50
" Bloom By Reff		1.00
" Bloom By Reff		1.00
" Bloom By Reff		.50
" Bloom By Reff		.50
" Bloom Rule By Reff		1.20
" Shff Wilson		1.25
" " McCall paid		3.50
" Shff McGarraugh		

Now 9th May 1892 We Purely appear D & B for the Defendants in above Case and direct the Prothonotary to Enter the same of record

Murry & Gordon attys for Defendants

And now 24 December 1892 Plaintiffs by their Attorney Enters Rule on Defendants to file their plea demurrer or answer to the Bill in above Stated Case within thirty days from Service of Rule as per Rule of Equity practice

Allison Ginnick Atty for Reff

Served on us by Copy 24 December 1892

Murray & Gordon attys

Now May 13, 1892, Served the within Bill in Equity on Edward B Shoff by Reading the Contents Known to him and giving to him a true & attested Copy thereof So Ans David Wilson Shff. of Huntingdon Co Pa

State of Texas, County of Dixon

I Thos P McCall Shff of said County do hereby Certify and return that I Serve the within Bill in Equity together with the Order of Court therein Set forth upon Calvin Shoff on the 16 day of May AD 1892 personally by delivering to the said Calvin Shoff a true and Correct Copy of said bill and a Certified Copy of the said Order of Court So Ans Thos P McCall Shff. of Dixon County Texas

State of Iowa County of Polk

I J D. McGarraugh Sheriff of said County do hereby Certify and return that I Served the within bill in Equity together with the Order of Court therein set forth upon Fannie Stonerod and Lewis Stonerod on the 17 day of May 1892 personally by delivering to them a true and ~~Correct~~ Copy of said bill and a Certified Copy of the said Order of Court So Ans J D McGarraugh Shff

September Term 1892

Patterson Baldridge

W H Dill and John B McGrath lately trading and doing Business as the Houtzdale Bank to use of George W Dickey and John Beyer Receivers

5 May 1 05

Dr D R Good & Eliza B Good his wife Geoge M Brubin and Hannah E Brubin his wife Charles R Houtz and Nettie Houtz his wife W H Dill John B McGrath R R Fleming Trustee John Beyer and George W Dickey assignees of John B McGrath

Bill in Equity Praying the Court

1st That the said real Estate described in the above recited three deeds viz: One from Dr D R Good and Eliza B Good his wife George M Brubin and Hannah E Brubin his wife Charles R Houtz and Nettie Houtz his wife dated the 4th day of April 1891 and recorded in deed book 63 page 190 and one from Geoge M Brubin and Hannah E Brubin his wife Chas R Houtz and Nettie Houtz his wife dated the 19th day of June 1891 and recorded in deed book 63 page 535 and the other from Dr D R Gord and Eliza B Good his wife dated 20th day of June 1891 and recorded in Deed Book 64 page 257. Is declared to have been purchased with partner-ship funds for partnership purposes and as partnership property

2nd That the said William H Dill and Edith Dill his wife and John B McGrath and Lydia McGrath his wife be ordered and decreed to convey by Deed to Complainants as Receivers and in trust for the Houtz-dale Bank the premises described in the deeds for the lots of ground situate in the Borough of Houtz-dale Clearfield County Pennsylvania and the tract of land situate in Knox Township Clearfield County Pennsylvania. The first thereof bearing date the 4th day of April 1891 and recorded in Deed Book 63 page 190 and one bearing date the 19th day of June 1891 and recorded in deed Book 63 page 525 and the other bearing date the 20th day of June 1891 and recorded in the Office for recording of deeds in and for the County of Clearfield in Deed Book No 64 page 257. and that George W Dickey and John Beyer as assignees of said John B McGrath be ordered and decreed to make a quit-Claim deed to your Complainants for the use and purpose of the Houtzdale Bank

3rd And such further or other Order and relief as the Circumstance of the Case may require and as may seem meet to your Honorable Court to be made

Pat Bloom	By Patterson	$ 2.25
Atty		3.00
Pat Bloom		1.25
" Bloom		50
" Bloom		.50
Shiff Cardon		3.00
Pat Bloom		50
" Bloom		1.00
" Bloom		50
" Gregory	By Dickey	.50
" Gregory	By Dickey	1.00
" Gregory	recd By Dickey	2.50

Now 5th May 1892 Plaintiffs file their affidavits with printed Book Rule the usual order for the defendants to cause an appearance to be Entered within fourteen days or Judgment Pro Confesso will be taken and decree made in their absence

Now 23 May 1892 I hereby appear for Wm H Dill in the above Case reserving all legal Exceptions

Oscar Mitchell atty for W H Dill

May 18th 1892 Served within Bill in Equity on A C Smith attorney for Dan'l B McGrath and Oscar Mitchell atty for W H Dill and on Wallace Bro & Allison & Smith attys for Good Brubin & Houtz Bro who accept Service for them

Coons D McLaughlin Shiff

Now 10th July 1892 answer of W H Dill filed

Now 20 Dec 1893 Thomas E McHugh assignee of John B McGrath files petition asking leave to

be Substituted as one of the Defendants in the Above Stated Bill in Equity

And now 20 Dec 893 leave of Substitution granted as prayed for And the Said Thomas E McHugh Assignee of John B McGrath is henby Made a party Defendant in the above Stated suit

By the Court

David L Krebs PJ

And now 30th. day of December A D 1893 upon the petition of George W Dickey and John Beyer Receivers of the Houtzdale Bank Plaintiffs in the Above Stated action of the one part and John B McGrath and Thomas E McHugh assigne of the Said Jno B McGrath two of the Defendants in the Above Stated action of the Other part Setting forth their Settlement and Compromise of the Above Stated Case. And their belief that the Same was a fair Just and Equitable adjustment of the rights of the Creditors respectively of the Houtzdale Bank and of the individual Creditors of John B McGrath whereupon the Court being of the Opinion that the Said above Stated Settlement was fair Just and Equitable between the Said parties the Said parties henby appeares the Same and enters a decree accordingly as follows!

First It is henby ordered adjudged and decreed that the Said George W Dickey and John Beyer Receivers of the Houtzdale Bank remise release quit Claim and forever discharge to Thomas E McHugh Assignee in Trust for the Creditors of John B McGrath all right title interest and Claim whatsoever in and to the real estate described in Paragraph four of Plaintiffs Bill as follows

All those certain lots or parcels of ground Situate in the Borough of Houtzdale Pa. bounded and described as follows. Beginning at a post on the North East Corner of Good Street and Ellen Alley thence running in an Easterly direction 150 feet to Spruce alley thence running in a northerly direction along Said Spruce Alley 100 feet to Lot number 59. 150 feet to Good Street thence along Good Street 100 feet to Deer Alley and place of beginning and being known as lots Numbers 53 and 57 in the general plan of the Borough of Houtzdale being the Same premises which by Sundry Conveyances became Vested in Wm B Hamilton who by Deed dated the 17th. day of March 1891 granted and Conveyed the Same to Dr D R Good and by said Dr D.R. Good Conveyed to John B McGrath as set out in the latter part of paragraph four of Plaintiffs Bill

Second It is henby further ordered adjudged and decreed that Geo W Dickey and John Beyers Receivers of the Houtzdale Bank release quit claim and forever discharge from John B McGrath and Thomas E McHugh assigne of John B McGrath their heirs Successors or Assigns of and from all Suits Claims demands or Actions Whatsoever upon the individual assets of the Said John B McGrath

Third It is henby further ordered adjudged and decreed that John B McGrath and Thomas E McHugh Assigne of the Said John B McGrath remise release quit-Claim and forever discharge unto the Said George W Dickey and John Beyer Receivers of the Houtzdale Bank in Trust for the Creditors thereof the following described premises

All that Certain lot of ground Situate in the Borough of Houtzdale County of Clearfield and State of Pennsylvania fronting 35 feet on Hannah Street and running back South 11 degrees 30 minutes West 65 1/2/100 feet to Railroad Alley known as part of lot number 279 in the Borough of Houtzdale known as the Houtzdale Bank

Also all that Certain tract of land Situate in the Township of Knox County of Clearfield Pa Bounded and described as Follows. Beginning at a Stone pile on the North tract line of the tract Warranted in the name of Samuel Emlin thence North 37 deg West 388 0 to a Stake Corner, thence South 63 3/4 degrees west 760 feet to a Stake on line of tract warranted in the name of Rachael Jackson.

thence North 35 3/4 degrees West 1350 feet to an Ash Corner; thence South 52 deg West 1900 feet to a Hemlock Corner thence by land of Frantz South 37 deg East 2513 feet to a Stake Corner thence by Same land South 52 1/2 deg West 1857 feet to a Stake Corner, thence South by land of John McChase on land line Common to Benjamin Poultney and Rachael Jackson South 37 deg East 330 feet to a Stake Corner thence by Chase land South 53 3/4 deg West 1350 feet to an Ash Corner thence South 52 degrees west 1900 feet to Hemlock Corner thence by land of Frantz South 37 deg East 2513 feet to a Stake Corner thence thence by Same land South 52 1/2 degrees West 1857 feet to a Stake Corner thence South by land of John Mc Chase on land & line Comanon to Benjamin Poultney and Rachael Jackson South 37 degrees East 330 feet to a Stake Corner, thence by Chase land South 53 3/4 degrees West 1610 feet to a Stake Corner, thence by Same land North 35 3/4 degrees West 2825 feet to Stake, thence South 50 1/2 degrees West 2000 feet to a Stake Corner thence South 39 3/4 degrees East 5232 feet to a Hemlock on line between Benjamin Poultney and Moore Wharton Tract thence by Said land line North 50 1/4 degrees East 1610 feet to a Hemlock Corner, thence by land warranted in the name of Moore Wharton William Parker and Samuel Emlin North 54 1/4 degrees East 6175 feet to a Stone Corner the place of beginning as per Survey of H K Myers and Containing Seven Hundred and twenty three and one half acres

Fourth It is hereby further ordered adjudged and decreed that John B McGrath and Thomas E McHugh Assigne of the Said John B McGrath release quit- Claim and forever discharge the Said George W Dickey and John Beyer Receivers of the Houtzdale Bank of and from all their right title interest Claim and demand whatsoever against them as Receivers of the Houtzdale Bank and Especially to release and discharge the Said Receivers from the payment of any portion of the general and individual deposit of the Said John B McGrath on the Houtzdale Bank Amounting to About $1500—

Fifth It is hereby further ordered adjudged and decreed that Thomas E McHugh Assigne of John B McGrath pay to the Said George W Dickey and John Beyer Receivers of the Said Houtzdale Bank in Trust for the use of the Creditors of the Said Houtzdale Bank the Sum of $1.000— on or before the 15th day of January A D 1894

Sixth It is further ordered adjudged and decreed that the Several parties to this decree make and execute and execute the necessary quit Claim deeds and releases respectively required by the terms of this decree and to deliver the Same on or before the 15th day of January A D 1894 upon the payment of the one Thousand ($1,000) dollars by Thomas E McHugh and the fulfillment of the Several Covenants and Agreements herein set out, This decree to be Void if the terms thereof are not fulfilled on or before the 15th day of January A D 1894

Seventh The Costs of the foregoing bill in Equity to be paid out of the funds in the hands of the Said George W Dickey and John Beyer Receivers of the Houtzdale Bank

By the Court
David L Krebs
P J

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September Term 1892

Bank & Reading
& W D Bigler

Sidney Fuller

7th May 2 cs

D J Herron
& M & G

John McCullough
and C. A. Stotler

Pro Bloom By atty $2.00
atty 3.00
Pro Bloom By J P Taylor .50
" Bloom By J P Taylor 1.50
" Bloom By J P Taylor .50
Shff Caldon 11.20
" Bloom By J P Taylor .50
" Bloom By J P Taylor .50
" Bloom By J P Taylor .25
Chancery Sft answer 8.00
dis By J P Taylor .25

Bill in Equity Praying the Court
First That an account be taken of all and Every
the said Copartnership dealings and transactions
from the time of the Commencement thereof: and that
a full Statement and adjustment of said Copartnership
business may be made without delay so that it may
be ascertained the liabilities of said Copartnership
and the assets and profits if any accruing from said
business and the condition of said business
Second That a receiver be appointed to take Charge
of the assets property and business of said Copartnership
and to wind up the same and close out the same as
soon as can be done and to make Sale of the real
Estate and personal property of said Copartnership
and to distribute the proceeds thereof to the payment
of the debts of said firm and if in any part thereof
remains the same to be distributed according to the
rights of the parties
Third That a decree be made dissolving said
Copartnership
Fourth That Your Orator may have Such other
and further relief as shall seem agreeable
to Equity and good Conscience

Bank Reading, W D Bigler
Attorneys for Plaintiff

Now 7th May 1892 Plaintiff files their affidavit
with Printed Book having the usual order for the
Defendants to cause an appearance to be Entered
within fourteen (14) days or Judgment Pro Confesso
will be taken and decree made in this absence

Now 7th May 1892 We Hereby appear for Defendants
and request the Prothonotary to Enter the same of Record

D J Herron and Murray & Gordon
Attorneys for Defendants

Now 13th May 1892 Served within Bill in Equity on
John McCullough and C A Stotler by handing to
Each of them a true and attested Copy of same
and Making Contents Known to them

Jo. and P. McCaleb Sheriff

Now 24th May 1892 answer filed to Bill in Equity
And Now to wit: Oct 10th A.D. 1892 by the attorneys
W D Bigler & Bank C. Reading the Plaintiff moves
for a Rule on the Defendant to Show Cause why
a receiver Should Not be appointed in this Case
to take Charge of the Partnership property Marshall
the assets and make distribution thereof under the
direction of the Court Ret. first Monday of
Nov 1892

By the Court

Nov 21st Nov 1892 answer to Rule for Receiver filed

September Term 1892

Mo G		The Tyrone & Clearfield Railway Company	Bill in Equity Praying the Court first That an injunction preliminary now and perpetual hereafter may issue to restrain Defendant and all other persons in their Employ or acting under them from Entering upon using or occupying the land on which your Orators said line of railroad and right of whay are located
9 June		3 00	
		The Mahoning Valley Railroad Company Walter Arms and George D Good	Second That Defendants may be required to pay such damages to your Orators as they may have sustained by reason of the Encroachments and injurious Complained of
			Third That your Orators may have such other and further relief as Justice and Equity may require and Your Hons may Summ mit
Pr Bloom		$2.50	Murray & Gordon
Atty		3.00	Solicitors for Plaintiff
Pr Bloom		1.50	
" Bloom affidavit		.75	And Now 9th June 1892 The foregoing Bill Presented
" Bloom Say		1.75	and read and thereupon it is ordered that an
Shff Carden		3.00	injunction issue Preliminary now and to Continue
Pr Bloom		.50	until Hearing Said Enjoining and restraining the said
" Bloom		.50	The Mahoning Valley Railroad Company Walter
Shff Carden		3.00	Arms and George D Good their agents Servants and
" Carden Notice		5.00	Employees and all and Every other Person Whatsoever
Pr Bloom		.25	from Entering upon using Occupying Obstructing
" Bloom		.50	depositing debris rock Dirt or any material Whatsoever
" Bloom affidavit		.75	upon the land premises or ground Set out in the
" Bloom		.50	Bill of the Plaintiffs and Claimed by them Especially
" Bloom affidavit		3.25	upon the line of railroad and right of way as located
" Bloom argt		1.50	and Claimed by the Tyrone and Clearfield Railway
" Bloom		.25	Co This injunction to be taken as dissolved unless
			a Motion to Continue the same be argued before
Rec'd 17th Aug 1893 from the Pltffs			Me at the Court House in Clearfield Pennsa on
Railroad payment of Costs			Monday the 20th day of June 1892 at 2 o'clock
To Pro Docket Entry Fee Costs			PM. Ten days notice of the time and place of
in Above Case as per Voucher			Hearing the Motion to Continue the injunction
No 20142.			together with a Copy of the order and of the
			Plaintiffs Bill to be Served upon the said Walter
			Arms and George D Good to be Served upon the
			said parties The Injunction to issue only after
			filing of Bond in $1000 — with approved Surety
			by the Plaintiff Company
			By the Court
			By Paper filed Dated & approved the 9th June A D 1892
			The Bond of Plaintiff in Sum of One Thousand
			dollars with A J Bigler Surety Conditions as
			per above order of Court for writ of Injunction
			Now 9th June 1892 Writ of Injunction Issued
			Now 9th June 1892 Served the within writ of Injunction
			upon George D Good and Walter Arms Mr Bryden
			Mr Swan Superintendent for George D Good Walter Arms
			being absent from place of Work and they at once
			quit Work on the said Right of way
			Coon Sheriff Amos J McGarvey
			Sheriff

Now to wit: June 16th A.D. 1892 Wm Purely appear for the Defendants in the Bill ~~C. & M. Co. vs~~ Geo A Jenks and Frank Reading atty for Defts

Now 15th June 1892 Served within Bill in Equity on Frank Reading Esq Counsel for the Defendants who accepts Service for them and Served on Mr Snyder Superintendent of Work at Hogback for George D Good and the Mahoning Valley Railroad Company by leaving to him a true and attested Copy of within Bill Soam J M Carden Sheriff

Now 15th June 1892 Served Notice of time of argument of Preliminary Injunction on Mr Snyder Supt in Charge of Work at Hogback for Geo D Good, and Service accepted for Walter Ames & Mahoning Valley Railway Co by Frank Reading attorney for the Defendants Soam J M Carden Sheriff

And now 18th July 1892 by Consent of Counsel for Plaintiffs & Defendants the hearing in this Case Set for July 18th 1892 Continued until July 8th 1892 at the same hour & place And the Injunction Continued accordingly until further Order By the Court

Now 8th July 1892 argued C. & D. Preliminary Injunction Continued Pending Consideration By the Court

Now 12th July 1892 Opinion of the Court filed as follows: Viz That respondents file their answer to the Complainants Bill within thirty days and serve notice of time of filing upon the Counsel of the Complainant. That the Complainant file their replication within three days thereafter or that the Prothonotary Enter the same on default made and when replication is filed the Court upon notice will proceed to appoint a Master. Decree That the Preliminary Injunction heretofore issued and served be and is hereby Continued until final hearing held By the Court D. Le Roy P.J.

And now 13th July 1892 To the Order Continuing the Preliminary Injunction an Exception is allowed and bill sealed for the respondents By the Court D. Le Roy P.J.

Now 10th August 1892 On Motion of Defendants the time is Extended in this Case for 30 days from this date for filing answer By the Court

Now Nov 23rd 1892 a settlement having been made between the plaintiffs and defendants in this cause & the matters in dispute herein adjusted, it is ordered that this cause be dismissed at the plaintiffs costs. Decree accordingly

Wm Lovell Atty for plff.

ALL PAGES

FROM

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AND NOT

SCANNED

September Term 1892

Patterson	O P Gales		Bill in Equity Praying the Court
			First Your Orator prays that the Defendant
16 June	4	vs	above named be Compelled to render to your
			Orator a full and Complete Statement of the
Mitchell	A P Stephens		business of said Co Partnership
Shaw.			Second That the above named defendant be
			Compelled to pay to your Orator the sum
			of at least Seven Hundred ($7000.00) Dollars with
			interest from the 19th day of Sept 1888 that
Par Bloom		$2.25	being the amount of the profits of said Co partnership
Atty		3.00	due to your Orator and one of the Co partners of
Par Bloom		.50	said Co Partnership as per the Statement of the
" Bloom		1.50	assets of the Partnership and of the profits of
" Bloom		.50	the same as rendered by the Defendant to your
" Bloom		.25	Orator between the 5th day of July and the 14th
			day of September 1886 and that in addition
			thereto the above named defendant be Compelled
			to pay to your Orator one half of such additional
			profits as may have been realized out of said
			business
			Third And that the defendants above named be
			Compelled to render to your Orator such further
			Satisfaction and relief as the Circumstances of the
			Case may permit and require and as may
			seem meet to your Honorable Court to be made

W H Patterson Solicitor for Pltff

Now 16th June 1892 Plaintiff files his affidavit with Printed Book Praying the usual rule for the defendants to Cause an appearance to be Entered within fourteen days or Judgment Pro Confesso will be taken and decree made in his absence

Now 14th July 1892 Defendants answer filed

Now July 14th 1892 I appear for A. P. Stephens the above named Defendant

W. Irwin Shaw

September Term 1892

A L Coll	John Maginnis	Bill in Equity Praying the Court
4 Augt	5 00	1st That a decree may be made for the dissolution
Hutton	D. H. Weigel	of said Partnership
Reading		2ond That an account may be taken of all and
		Every the said Partnership dealings and transactions
		and that the Defendant may be directed to pay to
		your Orator what if anything Shown upon said
		account appear to be due from him your Orator
		being Willing and ready and Hereby Offering to pay
Pro Bloom	$ 2.25	the defendant what if anything shall be due to him
atty	A. Flick 3.00	from the Joint Concern
Pro Bloom	.50	3rd That a Recvr may be appointed to take
" Bloom	1.50	Charge of the Partnership Property and dispose
" Bloom	.25	of the same for the use of the members of said firm
" Bloom	.25	4th The said Defendant being a resident of the County
" Gingery	.50	of Lycoming he asks that an Order for the service of
" Gingery	.60	this bill upon said Defendant in said County may
Shiffbaiden	4.00	be made by your Honorable Court
Pro Gingery	.25	5th Such Other and further relief as in law
" Gingery argt	1.50	Equity and good Conscience he is entitled to receive
	$ 14.60	A L Coll
		Solicitor for Plaintiff

Recd 12 May 1893 of A L Coll
Eleven 60/100 Above costs
less atty fee
D J Gingery Pro

Nov 4th August 1892 The Plaintiff files his affidavit with printed book Praying the usual Order for Defendant to cause an appearance to be Entered within fourteen days or Judgment Pro Confesso will be taken and decree Made in his absence

By paper filed and dated 10 aug 1892 Frank G Hutton appears for Defendant in this Case

By paper filed Dated 16th August 1892 Frank Reading appears for D. H. Weigel Defendant in this Case

Now 8th Dec 1893 The Plaintiff by his attorney Enters a rule on the Defendant to file his plea answer or demurrer in this Case within thirty days as provided by Rule of Court A L Coll atty for Plff

Nov 2nd Dec 11th 1893 Served on Frank Reading a true and attested Copy of within Rule he being atty of record for D H Weigle Jo. and J. M. Baiden Shiff

Now 4th March 1893 Defendants Demurrer filed

And now 6th April 1893 Opinion of the Court Filed Viz. We are of the Opinion therefore that the bill itself is well brought within the equity side of the Court and we therefore overrule the demurrer and file the following order

It is ordered that the Complainant be and is hereby ordered & directed to Amend his bill by adding thereto the Certificate required by the Act of 13th Oct 1840 Sect 19 P. L. J. and that the same be printed and the Service be made upon the respondents as required by the rule of Court. It is further ordered that the demurrer be and is hereby overruled and leave granted to answer or plead as provided by the rule after service of printed bill

By the Court
D. W. Rank P. J.

Nov 27th April 1893 Defendant Demurrer filed

Now 17th May 1893 this suit is
discontinued. A.S. Cale atty for pltff

February Term 1893

A L Cole | J. M. Wilson

13 Janry | 1 | vs

Feb'y | J. P. Wilson Harry M Wilson Joseph C. Wilson and Charles A. Wilson

Bill in Equity Praying the Court
First That said title be decreed to be a good Sufficient and Marketable to the Premises discribed
Second That a decree of Specific Performance be made for the Carrying out by said defendants of the Contract as hereinbefore set forth
Third That said defendants pay the Costs of this Bill
Fourth such other and further relief as your Orator is entitled to

A L Cole
Solicitor for Plaintiff

Now 13th January 1893 Plaintiff files his affidavit with printed Bill having the usual Order of Court for the Defendants to Cause an appearance to be Entered within fourteen days or Judgment Pro Confesso will be taken and decree made in their absence

Service accepted and all legal Exceptions to be Exceptions as to matter form to be reserved

Bank Fielding Attys for Defendants
Janry 14th 1893

Now Janry 23rd 1893 Bank Fielding appears for the defendants and directs the Prothonotary to Enter his appearance of record reserving all legal Exceptions to form Jurisdiction of the Court and subject matter of the Bill &c

Bank Fielding
Atty for Defendants

Now Janry 27th 1893 The Plaintiff by his attorney A L Cole enters a Rule on Defendants to file their plea answer or demurrer within thirty days or Judgment

See reg

A L Cole attorney for Plaintiff

Now 27 Janry 1893 Served on Bank Fielding atty of record for J P Wilson et al by giving him a true & Attested Copy of Rule

So Attest J M Carden Sheff

Now 25 Feby 1893 Defendants Answer Filed

Now 25 March 1893 Decree of Specific Performance & opinion filed and it is thereupon ordered and decreed that the agreement of the 6 Nov 1892 be Specifically performed and Carried into Execution and that upon the Complainant executing & tendering for delivery to the respondent of a good and sufficient Deed in proper form for the premises mentioned in said agreement according to its terms. that the respondent pay the balance of the one third of the purchase Money with interest from the first December A.D. 1892 and that the remainder be secured to the Complainant in accordance with the agreement aforesaid and that the respondent pay the Cost of this proceedings.

By the Court
David L Krebs.
P.J.

Pro Gregory Atty	A. L. Cole	$2.25
		3.00
Pro Gregory		.50
" Gregory		.50
" Gregory		.25
" Gregory		.50
" Gregory		.60
Sheff Carden		1.50
Pro Gregory		25
Pro Gregory Decree &c		2.00
		11.35

Rec'd Sheff Carden $1.50
Rec'd my Costs by hand A L Cole Esq
$8.35

D J Gregory

May Term 1893

Woodward & Smith — E. H. Walker and Daniel F. Nesbitt

28 Mar — 1 — vs

John W Cook

Bill in Equity Praying the Court

1 That it be decreed by Your Honorable Court that Your Orators are each entitled to an undivided one forth interest in property in accordance with the said Agreement between the parties as hereinbefore recited and upon the execution by Your orators of a mortgage upon their interest in said premises that it be decreed that said John W Cook Convey by deed in fee Simple to each of Your Orators an undivided one forth interest in said premises

11 That it be further decreed that the Defendant make a full and true discovery and disclosure of and Concerning all and Singular the transaction and matter aforesaid and all papers letters Agruments or other matter in the possession of said defendant Concerning said premises and the relation of Your Orators thereto as well as the relation of the defendant to the same

111 That until further order by Your Honorable Court the said Defendant be restrained by the order of Your Honorable Court from granting and Conveying said lands or real estate or any part thereof and that he be further restrained from mining and Carrying away the Coal and other Minerals therefrom or in any way Committing waste upon said premises

1111 That Your Orators may have such other and further relief as to Your Honorable Court may seem meet and proper and as equity may require

Allison & Smith & A.H. Woodward
Attys for Plaintiff

Pro Surgery	$2.25
Atty	3.00
Pro Surgery	1.00
" Surgery	.50
Sheff Cardon	2.75
Pro Surgery	.50
Pro Surgery	.50
Pro Surgery Rule	.60
Sheff Cardon	1.50
Pro Surgery	.50
Pro Surgery	.50
	6.35
Pro. Thompson	1.50
Masters fee	30.00

Now 28 Mar 1893 Plaintiff File Affidavit with printed Book having the usual order for the Defendant to Cause an Appearance to be entered for him in fourteen days or Judgment Pro Confesso will be entered and decree made against him in his absence

Now 28 March 1893 I deputed Harry Ross to serve this Bill Equity So Answer F.M. Cardon Sheff.

Now 28 March 1893 Served the within Bill of Equity by giving the Defendant John W. Cook a printed Copy there of on the 28th March 1893.

Sworn & Subscribed to before me the 28 March 1893

So Ans. Harry Ross. Deputy Sheff.

D J Surgery Proth.

By paper Filed and dated 8 April 1893 H A Hagerty and Smith V Wilson Appear for John W Cooke Defendant Above named and direct the same to be entered

Now 8 April 1893 The above Bill in Equity having been duly served on the 28th Day of March A.D. 1893 and appearance having been Entered for the Defendant on the 8th Day of April 1893 the Plaintiffs by their

Continued from Page 348

Attorneys hereby enter rule upon Defendant to plead. Answer or Demur to the above Bill within Thirty Days. or Judgment nisi be taken against him as per Rules of Court

W. H. Woodward.
A. O. Smith
Attorney for Plffs.

Now 8 April 1893 Served by copy on W. A. Hagerty. & S. V. Wilson Atty for Defendants. So ans. J. M. Carnahan Shff

Now 8 April 1893 Service and personal Service Waived
W. A. Hagerty & S. V. Wilson
Atty for Defts

Now 29th April 1893 answer of John W. Cook filed
Now 19 June 1893. Replication of plaintiff filed

Now 5th June 1899 Masters report filed as follows

That several hearings were had at which the parties were present and represented by Council. That after several years of delay the parties were frequently urged to close the case, but having failed to take any steps to do so, the case is disposed of on the testimony already taken. I find the following facts:-

1st. That on or about the 21st day of September, 1892 E. K. Walker, D. F. Wisotzkey, James McLaughlin and Edward McLaughlin took a contract from Catharine Workman of Armstrong County, whereby they became possessed of the right or option to purchase a tract of land in Armstrong County Pa. within ninety days, which time was extended to Jan. 15, 1893. It seemes that the parties holding said option did not have the money or did not care to invest it in said land, and one John W. Cook was interested for the purpose of raising the money.

2nd. That said John W. Cook did agree to furnish the mondy to make said purchase, he to own one half interest and to carry a one-fourth interest each for E. K. Walker and D. F. Wisotzkey, they having become the owners of the McLaughlin interests in the option or contract, until the said land could be sold.

3rd. That said John W. Cook did purchase said land in his own name and refused to recognize the agreement aforesaid to carry an interest for said parties.

4th. That the said Walker and Wisotzkey never furnished a dollar of money or security for the purchase of said land.

5th. That the real purpose of this Bill, therfore, is to enforce a specific performance of said agreement to furnish the purchase money to carry a quarter interest each in said land for the Plaintiffs in this Bill.

The Law

1st A Court of Equity has no jurisdiction or power to enforce the specific performance of a contract to loan money, or to carry an interest in real estate for another, 2nd That the Bill in this case should be dismissed

A. L. Cole, Master

And Now 5th June 1899, This case came on to be heard, and after proper hearing and due consideration, it is ordered, adjudged and decreed that the Bill in this case be dismissed. it is further ordered that the Plaintiffs pay all costs except the Masters fee, Which fee is taxed at $30.00 and shall be be paid by the Defendant.

By the Court
Cyrus Gordon P. J.

Cont from page 287

A O Smith	R H Thompson	
	1 Sept 1891	
Harris	O L Schoonover	
Atty Map	$ 5.25	
Pro Bloom	9,75	
Shf McCloskey	3,50	
N D Byers	100,00	
Jacob Burge	100,00	
Geo M Dimeling	100,50	
Sidney McCurdy	100,00	
H A Byers	17,50	
Jno Barnes	3,00	
Barnes	2,00	
Jno Barnes boarding	59,53	
E A Goodfellow	5,00	
Pro Bloom Decree &c	3,50	
" Bloom Appeal	,75	
" Bloom writ	1,00	
" Gregory Peck By Def	5,00	
" Gregory By Def	100	
Supreme Court costs	8,00	
Def Bill Printing Bill	10.00	
	0	

Rec'd of O L Schoonover My Cost in above case in full
$ 17.25
A M Bloom Pro

Contended by the Counsel for the Defendants that even if there was such a Verbal Contract as found by the Master it Could have no force and effect in the decission of the matter in Controversy because it was not enforceable and in Contravention of the Statute of Frauds

We Cannot agree with the learned Counsel Not only in the paper of the 7th. Feby 1882 evidence of such Verbal prior Contract but it is manifestly much more It is the Verbal Contract reduced in writing and the Statute of Frauds Cannot therefore apply at all. From the several papers in evidence and the parol testimony it is manifest the terms of the purchases by Wallace as the Agent of Hoover Hughes & Co. was Agreed upon Some Considerable time before they were reduced to writing. If they had never been reduced to writing the Statute of Frauds would have rendered the Agreement Void, but having been reduced to writing by the expressed Stipulation of the written memorandum the Contract as evidenced by the writing relates back to the date of original Verbal Agreement and the Verbal agreement is taken out of the Operation of the Statute

Nor Can we see any error in the Masters interpretation of the Contract of the 7th. Feby 1882 in that he reads into it the Contract between Holt & Schoonover of the 3d Dec 881. Standing by itself, the writing of the 7th. Feby 1882 is unintelligible. no one taking up the paper Could say what Amount of money was to be paid nor what were the Specific boundaries of the tract of land. The very wording of the Agreement Makes the Agreement of the 3d Dec 881 a constituent part of it and essential to its enforcement

If Schoonover had brought an action to enforce the Agreement of 7th. Feby 1882 he would have been Compelled to resort to the paper of 3d Dec 881. in order to Ascertain how much money he was entitled to recover This being true the Vendee and those Claiming under him are entitled to do the same. There is no possible legal method of determining either the amount of purchase money or the boundaries of the purchase except by resorting to the paper of the 3d Dec 1882 And the Master did not in Our opinion err in his reading the two papers together as one

In the date fixed from which the purchase under the paper of the 7th Feby 1882 draws interest we do not think the Defendant has Any ground of Complaint Indeed rather should the Plaintiff have excepted to this part of the Masters Report but as no such Exceptions was filed we see nothing upon which to reverse the Masters Calculation of Interest

An Attentive reading of the Contract of the 3d Dec 1881 and the 7th Feby 1892 and the parol testimony makes it Very Manifest that Wallace as the Agent

of Hoover Hughes & Co bought a one third interest in the purchase of Schoonover from Holt and was to have that one third just as Schoonover received it in Consideration of his Advance payment of $6000 — in the price on the one third or $18000 — on the whole It is not reasonable to Suppose that Any person would pay such an Advance and not suppose they were getting the one third of the original purchase entire. If Schoonover intended only to sell 1/3 interest in the standing timber on the 7th Feby 88z, Ordinary fair dealing required him to disclose to his Vendees that he had already Cut a Considerable quantity of the timber on the land and then no doubt the written Agreement would have Stipulated either for its reservation or made definite the relation of the parties thereto. In short we see no error in the Masters report as Against the Defendant Neither do we see how the Plaintiff is hurt by his Charge for only Complained of in the exception by him and the Same is overruled

And now 15 Oct 1892 Report of Master Confirmed and partition decreed and Conveyances be made by Schoonover Defendant accordingly and It is further decreed that the Plaintiff pay to the Defendant the Sum of $16.333 52/100 with Interest from the 9th Sept 1892 Subject to the one third of Mortgage due to P Jones

By the Court

David L Krebs P J

Now 2 Nov 1892 the Defendant Appeals from the Judgment entered by this Court Against him Oct 15th 1892 to the Supreme Court

O L Schoonover by his Atty Frank G Harris

Now 4th November 1892 Defendant Files writ of Certiorari from the Supreme Court with H B Powell and D J Burge as Sureties in the Sum of Two hundred dollars, with service accepted on Same for appellee by Allison O Smith Atty for appellee

Now 21 April 1893 Remittatur from the Supreme Court Showing that Judgment of ours Nov was entered in above case

Rec'd of R S Thompson balance in full of above debt, Interest & the decree satisfied of record.

O L Schoonover

May Term 1893

Woodward

M.C.T.McC. James H. Callahan and H.M. Hoover vs. Supervisors of Huston Township

12. April 2. vs.

John W. Lucore V. C.A. Hammond.

Pro Surgery	2.25
Ally	3.00
Pro Surgery	1.00
" Surgery	.50
" Surgery	.50
" Surgery	.50
" Surgery ans	1.50
" "	1.00
	10.25

Bill in Equity Praying the Court

I. That your Court make such order or decree as will prevent and restrain the said Defendants from withholding from your orators the aforsaid Duplicates or Books of the said Township of Huston which Caintain for the year of 1892 and previous years. The assessment of Road Taxes in said Township and the Credits for payments Made thereon by the persons against whom said Taxes were assessed.

II. That your Court order and require the said Defendants to deliver up to your said orators all of such Books as are under thier Control or possession and Especially those Books that Cantaine the assessment of Road Taxes and Credits upon the same for last year.

III. That your orators Have such further and other relief as to your Hon. Court may seem meet and Equity may require. A.H. Woodward Atty

McEnally & McCurdy

atty for Plaintiffs

Now 12 april 1893 Plaintiffs file affidavit such praeiles Book having the usual order for the Defendants to cause an appearance to be entered for him in Fourteen Days. or Judgment Pro. Confesso. will be entered and Decree Made against him in his absence.

We hereby Certify that in our opinion this Case is of such a Nature that no adequate remedy Can be obtained at law. or that the remedy at Law will be attended with great additional trouble Inconvenience and delay. A.H. Woodward

& McEnally & McCurdy

Now 12 april 1893. J.H. Callahan affidavit filed

Now 12 " " H.M. Hoover. " "

By paper filed and dated 18th April 893 Murray D. Gordon direct an Appearance to be entered for the Defendants of Record in Above case D.B.E

now 22 apie 1893 Defendants allp file Demurrer to Rule to Show cause

now 22 Dec 1893 Order of Court filed directing John W Lucore to pay the Costs of this proceeding

By the Court

May

Sept Term 1893

Arnold and M & G

Charles Brown and Mary C Brown his wife and Wm H Brown and Hannah J Brown his wife

Bill in Equity Praying the Court

First

That said mortgage be Cancelled and Annulled and Defendant be required to surrender the same to Your Orator

Second

That your Honor make decree that said Mortgage be Satisfied of record

Third

That Your Orators may have such other and further relief as Justice and equity may require and to Your Honor may seem meet

15 May / vs

M. J. McCreight Cashier of The DuBois Deposit Bank

And now 15 May 1893 Plaintiffs Attys file Affidavit with praeled book having the usual order for Defendant to cause an appearance to be entered for him in fourteen days or judgment Pro Confesso will be entered and decree made against him in his Absence

We hereby Certify that in our opinion Plaintiff have no adequate remedy at Law for the Matters and things Complained of in the foregoing Bill

W C Arnold
Murray & Gordon

Now 15 May 1893 Service of within Bill is hereby accepted for the Defendant M J McCreight Cashier of The DuBois Deposit Bank and Copy of within Bill is herewith served on me

W C Peck
Atty for Defendant

By paper filed & dated 26 May 1893 A C Leech Esq appears for the Defendant and requests the Same to be entered of record

Now 27 May 1893 By papers filed & dated Same Day W C Peck appears for M J McCreight & the DuBois Deposit Bank Defendants & requests the Same to be Entered of record.

Now 6th July 1893 Plaintiff by their Atty enter Rule on Defendant to file his Plea answer or Demurrer in this case within 30 days after Service of Notice of this rule

W C Arnold and
Murray & Gordon
Attys for Plff

Now 8th July 1893 Service accepted on within Rule

W C Peck Atty for Plff

Now 5 Aug 1893 Defendants Answer Filed with Service accepted on same by W C Arnold Atty for Plff

Now 8th Sept 1893 Replication of Plff filed

Now 11th Sept 1893 on Motion of J B McCrady Esq Counsel of Court of Plff & Defendants A O Smith Esq is appointed Master in Chancery in this Case to take testimony hear the parties & report form of decree according to the rule & Practice of Court of Equity

By the Court

Pro Surgery	$2.25
Atty	5.00
Pro Surgery	1.00
" Surgery	.50
" "	.25
" Surgeon notes	.60
" Surgery	.50
" Surgery	.25
" Surgery	1.00
" "	.50
" "	.50
" "	2.50
" "	1.25
" "	1.00
" "	5.00
" "	1.00
Depty Sheriffs costs. By atty.	11.30
Pro Surgery mentioned	1.00
Plffs Bill	44.67
Printing Plffs Bill	10.00
Solicitors fee.	25.00
	110.07

2 Sept 1893 Rec'd of Murray & Smith Attys for Plff. 19.10 being amt of Pro costs due in above case

19.10

J Surgery Pro

Now 25th May 1896 on Motion M C Peltz Solicitor for parties above interested the above cases are set for trial on the 27 July 1896 and 10 days notice of this order shall be given to the Counsel for the other side

Notice Issued 13th July 1896 to Counsel as per order of Court

Now 27th July 1896 This cause on Equity Trial list witnesses called sworn and examined, case heard by His Honor Judge Miller Especially presiding

Now 15th May 1897 Opinion of the Court filed dated 26 April 1897 It is ordered adjudged and Decreed that the Mortgage Deed by Charles Broom and wife and William H Broom and wife to M. J. McKnight bashier dated April 19th 1892 and recorded in the Recorder's Office in and for the County of Clearfield in Mortgages Book Vol R. Page 159 is null and void and of no further force and that is directed to surrender the Deed to the Plaintiffs and the Recorder of Deeds is hereby directed to enter Satisfaction upon the record of said Mortgage in accordance with this decree

By the Court
J Shark Mitchell
Specially presiding

31 May 1897 Writ of Certiorari from Supreme Court of Pa filed with notice and service accepted for Plaintiffs By Murray and Smith Atty's for Pff

2nd January 1899 Complete record made for Supreme Court

Now 16 Mar 1898 assignment of Error filed by M E McCurdy Atty for Defts with Acceptance of Service on same as follows.

Now 16 Mar 1898 Service accepted and Waived Thomas H Murray & A O Smith Atty's for appellees

Now 27 July 1898, Remittitur from Supreme Court filed showing that on July 7th 1898, the decree of the Court below was affirmed at the cost of the Appellant,

Rec'd Sept 2nd 1898 of DuBois deposit Bank by W. H. Brown Clerk one hundred & Seventy 10/100 dollars in full of costs as taxed & covered in this case

$170.10

Murray & Smith
Atty's for Pff's

September Term 1893

McE & McC	Altoona & Philipsburg Connecting Railroad Company	Bill in Equity Praying the Court First That the Court ascertain and declare the right of said Plaintiff Railroad Company to have Crossing over the said Moshannon Branch of the Tyrone & Clearfield Railroad Company and the said six branches of the same where the route of the said Altoona & Philipsburg Connecting Railroad Company Crosses the Same to wit Mapleton branches Nos 1 & 2 Big run branch Coal run branch Goss run branch and Anderson branch
13 June	2 "	
	The Tyrone & Clearfield Railroad Company The Moshannon Branch of the Tyrone & Clearfield Railroad Company and the Pennsylvania Rail Road Company Lessees	Second To ascertain and define by decree of your said Court the mode of such Crossing and whether or not it shall be grade Crossing or one of a different Character in each of the Crossings agreed to
		Third That these things be ascertained & determined and decreed with such Speed as to avoid all unnecessary delay making an Overhead Crossing over said Moshannon Branch and a grade Crossing over the six branches
Pr Sergeiy	$2.26	Fourth That your Orators may have such other & further relief as to your Honorable Court may Seem meet and as Equity may require
Atty	3.00	McEnally & McCurdy
Pr Sergeiy	1.00	Attys for Plaintiffs
" Sergeiy	.50	Now 13th June 1893 Plaintiffs files affidavit with
" Sergeiy	50	Printed Book having the usual order for the
" Sergeiy	60	Defendants to Cause an appearance to be entered
" Sergeiy	50	for them in fourteen days or Judgment Pro Confesso
" Sergeiy	25	will be entered and decree Filed against them
" Sergeiy	50	in their absence
" Sergeiy argt	1.50	Now 13th June 1893 Service accepted for Defendant
" Sergeiy decree	3.50	Murray & Gordon
" Sergeiy appeal	75	Solicitors
" Sergeiy Writ	1.00	Now 28 June 1893 By papers filed & dated same day
" Sergeiy Recrd	6.50	Murry & Gordon appear for Defts in above case and
" Sergeiy making record	1.00	request the same to be entered on record.
" Sergeiy	50	Now 3 July 1893 the plaintiffs by their Attys
Supreme Court Costs Paid By Defts	20.90	McEnally & McCurdy enter rule on Defendant
Pr Sergeiy decree	1.50	to file their Plea Demurrer or answer within
" " exam	1.00	20 Days. after Service of notice of this rules
		McEnally & McCurdy
		Attys for Plaintiffs
		Now 3 July 1893 Service of Copy accepted by us
		Murry & Gordon
		Now 23 Aug 1893 Answer of Defendant Filed
		Now 28 Aug 1893 Service of this Answer by Copy
		accepted for Plaintiff McEnally & McCurdy
		Attys for Plff
		Now 2 Aug 893 Plaintiffs Replication Filed
		Joining issue on the matters alleged in the Answer
		Now 26 Oct 1893 answer of Plaintiff filed

Court 6 Page 370

On argument List at October Argument Court 1893

Nov 27th Oct 1893 Opinion of the Court filed and the following decree Entered org;
And Nov 27th Oct 1893 This Cause Coming on to be heard by the Court upon the testimony taken and being fully argued it is adjudged ordered and decreed. That an Injunction be and is hereby awarded enjoining and restraining the defendant Company from entering by its agents employees and Workmen from interfearing with the Plaintiff Company from Crossing the defendants Companys branches at grade and for that purpose putting in place the necessary Crossing frogs and other Material for that purpose save as modified by the Special decree entered and as made to apply to the Separate branches sought to be Crossed and Specifically Set Out hereafter Viz:- That the Plaintiff Company shall have the right to Construct and Operate its rail road across the roadway and tracts of the defendant Companys branch lines at grade and over its adjoining land or right of way on the location of the plaintiffs Company at the Mapleton Branch Big Run Branch Coal Run Branch and Goss Run Branch Subject however to the payment when Ascertained legally ascertained of Such damages as the defendant Company may thereby have Sustained and Suffered Second:- Such Crossings to be Constructed by the Plaintiff Company at its own Cost under the Supervision of the defendant Companys Engineer or agent But if the defendant Company refuses to Send its Engineer or agent to Supervise the Construction thereof after three days notice Plaintiff May proceed without delay to Construct the Same and to place the Crossing frogs in position Third:- That the Plaintiff Company shall have the right to Construct and Operate its railroad underneath the defendants roadway and across its adjoining land or right of way at the Arnettsville Branch on a location to be agreed upon by the engineers of the Plaintiff and defendant Companies or on failure to agree to be fixed by further Order of Court upon application Made for that purpose. And the defendant Company having filed in this Case a written Stipulation of its willingness to elevate its line at the point where an undergrade Crossing is located as aforesaid further that the said defendant Company shall within ten days of the Entry of this decree and notice thereof Submit Specifications of the plans for Said Elevation to the engineer of the M.P.&G.R.R. Company and Should the Same not be accepted then the Same Shall be Submitted to the Court within five days thereafter for Examination and Such further Order as the Court Shall deem Necessary to take therein. The defendant Company Shall Construct Said Elevation and Shall forthwith upon the acceptance of Said Plans and Specifications proceed without unnecessary delay to do the work Subject to the inspection of the engineer of the Plaintiff Company or its duly authorized agent. The Costs of having the Said Branch to be paid by the Plaintiff Company on the Estimate of an engineer to be appointed by the Court and under its Supervision unless the parties thereto agree upon the Same. The Work of Elevating Said line to be Completed on or before the 1st day of January A.D. 1894. The work of putting into place the necessary pillars or Supports for the Bridge across the under grade Crossing to be placed in position by the Plaintiff Company and the necessary bridge and other Material therefor Shall be furnished at its Costs and Expense. Fourth: That Each of Said Crossings Shall be Kept in good Condition by the Plaintiff Company and the Expense of repairing and renewing the Same or any part thereof Shall be borne by it. The Chief engineer of the defendant Company Shall give thirty days Notice whenever possible designating in what Manner and to what Extent repairs or renewals Shall be made and if any unnecessary delay occur by the Plaintiff Company in making the Same he may at his option make the Same and the Plaintiff Company Shall pay the Expense thereof. And if any dispute or disagreement arise the Same Shall be brought before the Court by the party aggrieved for Settlement. Fifth: That the Plaintiff Company Shall Keep a Careful and Competent watchman at the Mapleton Big Run and Coal Run Crossings to guard and watch the passing of all trains and Signal

Court to Page 370

Continued to Page 370"

Sept Term 1893

Arnold — T. J. Gormly. Frank Hutton U.S.N Course M. I. McCreight. A.W Vosburg. Henry Rose Jacob Miller and R. A Logan the Board of School Directors of DuBois Borough Clearfield County. Pa

Bill in Equity Praying the Court

1st That the said so called Board of School Directors the Defendants be required to Surrender to your Orator the books minutes papers and documents belonging to the Board of School directors of said Borough

2nd That Said K Bothel President and A. L Cole Secretary of said so called School Board as well as each of said defendants be restrained from issueing any warrants on the Treasurer of said Borough of DuBois

3rd That the Treasurer of said Borough of DuBois. D E Hibner be restrained from paying any warrants issued by said so called Board of School directors the Defendants or its alleged officers

4th That G M Alcorn Collector of said Borough of DuBois be restrained from Collecting any taxes on any duplicate for School taxes that may have been issued by said so called Board of School directors the defendants

5th That your Orator may have such other and further relief as Justice and Equity may require and to your honor may seem meet

W C Arnold
Atty for Plaintiff

26 June — 3 ps

Cole — George. R. Campbell
Murray & Gordon — A. L. Cole. R. M Boyles K Bothel and J. G. Harris Gk Griffin W. S. Luther Wm Rowe J. J. Brockbank and D C Sharp

Now 26th June 1893 having read and Considered the foregoing bill a preliminary injunction is hereby granted as prayed for and the said defendants and each of them are hereby restrained and enjoined from drawing or issueing any warrants on the Treasurer of the School funds of the Borough of DuBois. And are also hereby restrained and enjoined from levying any taxes or issueing any dupliccate for School ~~taxes~~ or warrant for the Collection thereof And the said G M Alcorn is hereby restrained and enjoined from Collecting any taxes on any duplicate issued in 1893 by said defendants or either or any of them and the said D E Hibner Treasurer is hereby restrained and enjoined from paying any warrant issued or drawn by the Said Defendants or either or any of them since June 6th 1893,

This preliminary injunction to be taken as dissolved unless a Motion to Continue the Same be Argued before the Court at Clearfield Pa on the 20th. day of July 1893, at least ten days notice of the time and place of hearing of the said Motion to be given to the Defendants together with a Copy of this Injunction. Bond in $500 to the Commonwealth with approved Sureties to be given befor this Injunction issues

By the Court
David L Krebs
P. J.

Pro Gregory	$ 2.25
Atty A. L Cole	3.00
Pro Gregory	1.00
" Gregory	.50
" Gregory Injunction	1.75
Shf Cardon	10.75
" Cardon	7.10
Pro Gregory	.50
" Gregory	.50
" Gregory	1.50
" Gregory	1.00
" Gregory appeal	.75
" Gregory writ	1.00
" Gregory Recd	3.00
" Gregory	1.00
Supreme Court Costs A. L Cole	24.00
Dep. Atty A. L Cole drawing Ans A. L Cole	10.00
" " " other services A. L Cole	15.00
	25

Rec Shf Cardon Fees
Cook
11.75
J. G. Gregory 5
6.75

Now 26 June 1893 Affidavit of M. I. McCreight presented Read & Ordered Filed By the Court

Now 26 June 1893 Affidavit of Frank Hutton presented and Read and Ordered Filed By the Court

By paper Filed 26 June 893 see Bond of J.G. Gormley. Walter Hatton and M.J. McCreight in $500 Conditioned as per Order of Court

Now 27 June 1893 I served Bill in Equity by handing to A.L. Cole D.E. Hibner G.C. Griffin, W.S. Luther, D.C. Sharp, K Bothel J.J. Brockbank Wm Rowe W.M. Boyles G.M. Aleorn & G.B. Campbell a true and attested Copy and making known the Contents thereof

So Ans F.M. Carder Sheff

Now 27 June 893 Served the writ of Injunction by handing to K Bothel Geo B Campbell A.L. Cole. D.E. Hibner and G.M. Aleorn a true and Attested Copy and Making known to them the Contents thereof. So Ans F.M. Carder Sheff

By paper filed 1st July dated 30 June 893 W.C. Reed enters an Appearance for D.E. Hibner in above case

Now 27 July 893 Defendants Answer Filed in this case

Now 3rd August 1893 Opinion of the Court filed as follows viz:

It is therefore adjudged Ordered and Decreed that the preliminary injunction heretofore issued be and is hereby Continued until further Order of Court and that the said George B Campbell A.L. Cole G.C. Griffin W.S. Luther, Wm. Rowe J.J. Brockbank D.C. Sharp R.M. Boyles K Bothel and J.G. Harris Surrender and deliver to the Complainants or Some of them the records minutes papers and books belonging to and the property of the School district of DuBois upon demand of the President or Secretary of the School Board Elected at the February Election of 1893 and that the Respondents do not issue any further warrants for payment of debts owing by the said School Board upon the Treasurer of the School funds nor make any new Contracts of any kind. It is further Ordered that D.E. Hibner Treasurer of the School funds pay all warrants issued prior to and on the 1st Monday of June 1893 by the respondents acting as a School Board for said District But that the said D.E. Hibner Treasurer be and is hereby enjoined from paying out any of the School funds upon any Warrants Vouchers or Orders drawn by the said Respondents or any of them since the 1st Monday of June 1893 But that all lawful Claims be paid upon Warrants or Orders drawn by the Complainants acting as the School Board of said DuBois School District whether said indebtedness was incurred before or since the 1st Monday of June 1893. It is further Ordered that G.M. Aleorn Collector of taxes elected to Collect the School taxes levied for the School Year 1893 upon the duplicates and Warrant attached issued by the Complainants School Board. and that all School taxes thereto for levied and remaining uncollected by the proper Officer to whom the duplicate was issued as required by law the same as if no Controversy had arisen

By the Court

D.L. Krebs P.J.

And now 4th Aug 1893 The Defendants Appeal from the decree of the Court entered 3 Aug 893 to The Supreme Court of Pennsylvania

Murray & Gordon

A.L. Cole Attys for Defts.

Now 9 Aug 1893 Writ of Certiorari from the Supreme Court of Penn Filed in Above case Returnable Forthwith

Now 10 Aug 893 Full Exemplification of Record Made for Supreme Court

D.J. Gregory Pr

Now. 9th Oct 1893. this appeal is discontinued.

A.L. Cole of Counsel for appellants

Now 10th Oct 1893 Defendants appeal from the decree of the Court Entered 3rd August 1893 to the Supreme Court of Pennsylvania

Murry & Gordon & A.L. Cole

Attorneys for Defendants

Now 5th July 1894 Proceedings from the Supreme Court with Remittitur Showing Injunction dissolved and Bill dismissed with Costs

September Term 1893

Mc G	The Beech Creek Railroad Company and New York Central and Hudson River Rail-Road Company Lessee	Bill in Equity Praying the Court To grant a Preleminary Injunction against the defendants restraining it from entering upon & interfering with and especially from Constructing & laying any Railroad upon the route right of way grading & Construction located adopted Purchased Secured done & owned by your Orator between Steiners and Crowells Run and also restraining defendants from Connecting with the Beech Creek Railroad at Steiners and upon final hearing to make the said Injunction permanent and that Your Orator may have such other and further relief in the premises as the Nature of the Case shall require and to your Honor shall seem meet
3 August	4	Murray & Gordon
Mc & Mc	The Altoona and Philipsburg Connecting Railroad Company	Solicitors for Plaintiff
		Now 3rd August 1893 Plaintiffs file their affidavit with printed Book having the usual order for Defendants to Cause an appearance to be entered for them within fourteen days or Judgment Pro Confesso will be entered in their absence
Pro Gregory	$2.25	
Atty	3.00	
Pro Gregory	1.00	
" Gregory	.50	
" Gregory Injunc	1.50	And now 24th July 1893 Bill presented and read and thereupon it is Ordered that an injunction issue Now Preliminary to Hearing and decree enjoining & restraining the Defendant Corporation its agents Servants and employees from further entering upon & interfering with and Especially from Constructing & laying any railroad upon the route right of way grading & Construction located adopted Purchased Secured done & owned by the Complainant Corporation between Steiners and Crowells Run and also restraining and enjoining the said defendant Corporation from Constructing with the Beech Creek Railroad at Steiners. This Injunction to be taken as dissolved unless a motion to Continue the Same be heard before the Court at the Court House in Clearfield Pa on Monday the 8th day of August A.D. 1893 at 1 Oclock P.M. of said day at least five days Notice of the time & place of Hearing said Notice with a Copy of this Order to be Served on the defendant Corporation & by acceptance of Service by its Attorneys. The preliminary Injunction Not to issue until bond in $500 with Security to be filed before ent issues Bond to be approved by the Court
" Gregory	50	
" Gregory appt	1.50	
" Gregory	50	
" Gregory	25	
" "	50	
Returned above bill of costs 12/15/1902		By the Court
of D. F. Gregory & W. Edwards		D. L. Krebs P.J.
		August 3rd 1893 Service of this Bill accepted for Defendants and also of the order of Court and of 8th day of August 1893 being fixed for Hearing of Motion to Dissolve
		McEnally & McEnery
		Attys for Defendants
		Now 19 Aug 1893 Testimony Taken 8th Aug 1893 Filed
		And now 19th Aug 1893 Opinion of the Court Filed and it is Ordered adjudged and decreed that upon the Defendant Company filing the Bond in $3500 - mentioned in the testimony of Mr Forsythe

for approval. that the injunction be and is hereby dissolved and dismissed and that application may be made by the Altoona and Philipsburg Connecting Railroad Company under the provisions of the act of 4th April 1868 for a connection with the Plaintiff Company

By the Court

By paper Filed dated and Approved. See Bond of the Defendant Company with The Union Trust Company and Daniel P Langdon as Sureties in the sum of $3500.00 as per above order of Court

By paper Filed and dated 21 Aug 1893. We Appear for Defendants in this Case and direct the Prothonotary to enter our appearance of record

McEnally & McCleary Attys

September Term 1893

Lukehart & a Junks

31 Augt

A L Cole.

The Borough of DuBois

5 cs

The DuBois City Water Works Company and The Union Trust Company Trustees for Mortgage Bond Holders

Bill in Equity Praying the Court first That the Court make a decree annulling Canceling and declaring to be Void the Contract set forth in the Second Paragraph of the Bill Second For Such Other and further relief as to the Honorable Court may Seem meet. And your Orator will ever pray

G A Lukehart
G A Jenks
Solicitors for Plaintiffs

Now 1st September 1893 Plaintiffs file their affidavit with Printed Book having thereon Order for the Defendants to Cause an Appearance to be entered for them within fourteen days or Judgment Pro Confesso will be entered and decree made against them as Prayed

Service accepted for the DuBois City Water Works Company Augt 31st 1893

A L Cole Atty for Defts

Now 11 Sept 1893 Service accepted for Defendants Generally

A L Cole

Now 11 Sept 1893 Plaintiff Counsel file petition asking that the Court make order of service on Defendants they being non residents of Chapter Co

Now 11 Sept 1893 A L Cole Esq having accepted Service for the DuBois City Water Works and also for the Union Trust Co of Phila no order for Service is made necessary

By the Court
D L Krebs P.J.

Now 15 Sept 1893 By Paper filed & dated Same day A L. Cole Esq appear for the Defts in above case & request the same to be entered of record

Now January 31st 1894 on Motion of Plaintiffs Attorney Rule granted on the defendants to file their plea demurrer or answer to the Plaintiffs Bill within thirty days from the Service of Notice of the granting of said rule

By the Court

Now 1st Jenny 1894 Service of Rule accepted

A L Cole atty for Defendants

Now 31st March 1894 Defendants Answer filed

And now 14th day of August 1894 The Plaintiff by its Solicitors denying that the answer of the defendants is Sufficient in Law to Constitute a defence to the Plaintiffs bill and answering all the other defts therein Sets the Case down for argument on Bill and answer and the Prothonotary is instructed to place it upon the Equity argument List

G A Lukehart
G A Jenks
Solicitors for Plffs

On Argument List for Dec 1894 and Continued to 1st Monday of March 1895

By the Court

Now 13 March 1895 Supplemental Answer filed

Now 6 May 1895 Plaintiffs replication filed

Pro Gregory	$2.25	
Atty	3.00	
Pro Gregory	1.00	
" Gregory	.50	
" Gregory	.50	
" Gregory	.50	
"	.25	
" Gregory	.50	
" Gregory	1.60	
Sheriff Carlon	1.50	
Pro Gregory	.50	
" Gregory	.50	
" Gregory	1.00	
" Gregory	.50	
" "	.50	
" "	.50	
" "	.50	
" "	.50	
" "	.50	
" "	.50	
Plff Bill Cost	15448	
Sheriff Smith	5.00	
Pro Gregory	1.50	
" "	.75	
" "	1.60	
" " Record	17883	
" "	5.00	
" Gregory	1.00	
Supreme Court Cost	20.00	
Pro Gregory	1.00	
Defts Atty Allen drawing Ans	10.00	
" " " Other Services	15.00	
Recd. Costs of R Gregory in full of Mikhoff	2.25	
	3.00	
	3.06	

Now 6 May Petition filed and Rule granted by the Court to Show Cause why supplemental Answer should not be stricken off Returnable First Monday of June 1895
Now 9 May 1895. Served this Rule on Geo B Campbell Supt of said Company Defendant other than corporal officers not living in my bailiwick
Now 10 May 1895 on Motion of A L Cole atty for defts Rule granted to Show Cause why supplemental answer should not be allowed and filed
By the Court
Cyrus Gordon P J

Now May 10th 1895 this Bill having been granted leave granted to file the same B
By the Court
Cyrus Gordon P J

Now 25 May 1895 on Motion of McPeak and G A Jenks Solicitors for Plaintiff the above Cause set for trial (4th) Fourth Monday in June 1895 10 am
By the Court

Now 26 June 1895 Rule Absolute and leave granted to file this Supplemental Answer
By the Court
Now 26 June 1895 Supplemental Answer filed
Now [illegible] 1895; This Cause being heard upon testimony of witnesses & argument of Counsel before The Honorable Cyrus Gordon Presd Judge
Now 27 June 1895 Pltf atty file motion for Judgt Pro Confesso against the Union Trust Co.
Now Dec 5th 1895 Opinion & decree of Court filed and it is adjudged and decreed
First That the Contract dated 10 Aug 1889 between the Boro of DuBois and the United States Water Co Limited which on or about the 20 May 1890. was assigned by the latter to the DuBois City Water Works Co be and the same is hereby annulled Cancelled and declared to be void
Second That defendant Water Company be relieved from further liability to Plaintiff for the maintenance of said Contract and that City have the right within a reasonable time to remove all water pipes & other property furnished by them towards the erection and Construction of said Water Works plant
Third That Plaintiff pay the legal Costs accrued in this case not however to include Costs of defendants witnesses and supporting same
By the Court
Cyrus Gordon P J

Now 5th Dec 1895 the defendants hereby appeals from the final decree of the Court in the above case to the Supreme Court of Penna
A L Cole
Solicitor for defts

Now 9 Dec 1895 Writ of Certiorari from Supreme Court of Pa filed

Now 3 Jany 1896 Record to Supreme Court of Pa
Petition filed 2nd March 1896. for leave to file assignments of error
Same Day leave granted
By the Court
Now Returned from Supreme Court filed
Decree Affirmed with Costs

Sept Term 1893

McE & McC — Thomas A Estep of Clearfield County Pa and Ira N Faust Executor of B R Faust of Huntingdon County Pa and said Ira N Faust of Huntingdon Co Pa

vs

Samuel Murphy of Houtzdale Clearfield Co Pa

Bill in Equity Praying the Court

1st That Your Honorable Court Ascertain in such manner as may be in accordance with Equity practice the respective rights of Your Orators in the Said Sum of One Thousand Dollars which the said Samuel Murphy received from Thomas Blythe on account of the purchase by said Blythe of the lease and property of the Said Madera Coal Company limited in excess of the three thousand dollars already accounted for

2. That the said Samuel Murphy be required by the Order or decree of Your Court to pay over to Your Orators the Complainants their respective Shares in said Sum of One Thousand Dollars together with interest on Same from the time it was received by the Said Murphy to wit from Feby A D 1890

3rd That Your Complainant may have Such other and further relief as to Your Honorable Court may Seem meet and as equity may require

McEnally & McCurdy
Attys for Plff

2 Sept 6 vs

Samuel Murphy
of Houtzdale Clearfield Co Pa

Pro Gregory	$2.25
~~Atty~~	~~3.00~~
Pro Gregory	1.00
Sheg Cardow	4.75
Pro Gregory	25
Pro Gregory	50
" Gregory	50
" Gregory	25
" Gregory	1.50
" Gregory	1.00
W D Bigler Wm Bigler 2 / 23 / 1900	50.00
Wright & McEnally Steno	40.00
Thos Blythe (238)	2.68
W N Patterson (239)	2.68
Burdine Estep	2.32
Jas Alexander (237)	3.00
Pro Gregory	1.50
Docket Cost, Pffs Solicitor	25.00
Pro Gregory	75
Oath	25
Assgt By Pff	35
	15.00

Now 2 Sept 1893 Plaintiffs file Affidavit with Sheriff book having the usual order for the Defendant to Cause an Appearance to be entered in fourteen days or Judgment By Confession will be taken and decree entered in his Absence

Now Sept 12. 1893 I Served personally on Samuel Murphy Deft by handing to him a true & attested Copy of original & Answer W M Cardow Shff

Now Sept 16th 1893 By Papers filed dated same day W. D. Shaw Esq appears for Defendant in above case & request the same Entries on the records.

Now 5 Oct 1893 Defendant answer filed

Oct 5 1893 This Answer served on us By Copy. and Service accepted for Plaintiffs
McEnally & McCurdy ally for Plff

Now Exceptions filed.

Now 29 May 1896 Exceptions overruled.

W. D. Bigler
Master

Now 11th Oct 1893 Defendant answer filed

Now 27 Nov 1893 Plaintiffs Replication filed

Now 4th Dec 1893 On Motion of McEnally & McCurdy Attorneys for Plaintiff W. D. Bigler is appointed Master in Chancery in this Case to hear testimony and Report in proper form the finding of fact and of Law and the form of decree in accordance with Equity practice

By the Court

Now 30th May 1896 Report of W. D. Bigler, Master filed. Recommends the following decree That Samuel Murphy, Deft within Sixty days from filing this report, pay to Thomas A. Estep, the sum of Three hundred thirty three and 33/100 dollars with interest from 4th July 1889; to Ira N. Faust the sum of One hundred sixty six and 66/100 dollars with interest from 4th July 1889, and to Ira N. Faust, Executor of B. R. Faust, Decd the sum of One hundred sixty six and 66/100 dollars with interest from 4th July 1889, and that the said Samuel Murphy, Defendant, pay the costs of this suit.

W. D. Bigler, Master
Nov 7th 1895

Nov 20th July 1896 Decree of the Court Filed " In accordance with opinion filed disposing of exceptions to report of the Master in this case it is ordered adjudged and decreed that Samuel Murphy the defendant within thirty days from this date pay to Ira M Faust Executor of B R Faust deceased the sum of Sixty Six 66 2/3 /100 Dollars with interest from the 4th of February 1899 To Ira M Faust the sum of Sixty Six 66 2/3/100 Dollars with interest from 4th Feby 1899 And to Thos A Estep Thirty three 33 1/3 Do with int from 4 Feby 1899 and that the the said Samuel Murphy defendant also pay the Cost of this suit

By the Court
Cyrus Gordon

Fi Fa# 146 Sept 21 1896

Now 7 Feby 1899 For value received I hereby assign, transfer and set over to Thomas C. Ferris all my right title and interest in above judgment for his use
Thomas A. Estep
Attest.
Grant H. Thompson
Pro

Now Feby 22d A.D. 1900, Came issued from Deft per Wm. M. Philips Six Hundred ninety four 63 dollars covering the debt and interest due me on the above judgment as assignee of Thos A. Estep's dues therein, and the docket costs having been paid. I do hereby direct satisfaction of said judgment to the extent of my interest in the same
Attest
Grant H. Thompson
Pro
Thomas C. Ferris

Now Feby 22d A.D. 1900 Came issued from Deft per Wm. M. Philips Two Hundred thirteen 74 dollars, covering the debt and interest due me in my own right and as Executor of B. R. Faust deceased, being out of the above judgment, being the balance of debt and interest on the same after deducting the interest of Thos. C. Ferris assignee of Thos. A. Estep therein, and the docket costs having been paid as above stated, I hereby direct satisfaction of said judgment to the extent of my interest as Executor aforesaid and individually therein
Attest
Grant H. Thompson
Pro

I. N. Faust
Ex B. R. Faust Dec'd
I. N. Faust

In Eq. D No 117 Sept T 1897 Jun Costs

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Continued from Page 358

the Same. All Passenger and Freight trains of the Plaintiff Company must slow up and approach the Point of Crossing for a distance of One Thousand feet at a rate of Speed not Exceeding Six Miles per Hour when the trains of defendant and Plaintiff Companies shall both be approached and be within five Hundred feet of the Point of Crossing of the Same the trains Cars or Engines of the defendant Company shall have the right of way or first right to Pass the Point of Crossing Sixth: That the Plaintiff Company Shall Erect and maintain so long as Passenger trains are run thereon a Signal tower at or near the Point of Crossing the Goss Run Branch with a Suitable Signal apparatus Such as the Semaphore Interlocking Signal at an Expense not Exceeding Twelve Hundred dollars and Shall Keep a Competent and Careful Watchman there at all times whose duty it Shall be to guard the Said Crossing by Proper Signals the place where Said tower & Signal apparatus Shall be Erected and maintained Shall be determined by the Chief Engineers of the Plaintiff and defendant Companies or their duly Authorized Agents without unreasonable delay and upon five days notice to defendant Superintendent. The Costs and Expenses of Procuring and Erecting Said tower and Signals and the Subsequent Expense of maintaining the Same in good Condition Shall be borne by the Plaintiff Company together with the Wages of the watchman thereat employed. Seventh: That at the Crossing of the Goss Run Branch in the use and Operation of the Plaintiff Company's Railroad at or near the Point of Crossing trains Engines or Cars of the Plaintiff Company Shall come to a full Stop at a distance of at least three Hundred feet from the Point of Crossing and Shall not Proceed until a proper Signal Shall have been given by the watchman in Charge of the Signal Apparatus. When trains or Engines on both the Plaintiff and defendant Company's lines Shall approach the Crossing at the Same time and are within five Hundred feet of the Crossing the train or Engine of the defendant Company Shall have the right of way or Shall first Pass the Point of Crossing. Eighth: That the Plaintiff Company Shall Construct an Overhead Crossing over the main line of the Mahannon & Clearfield Branch of the Pyrone & Clearfield Railway at the point located by it at or near Ramey the bridge to be well Supported upon Iron Pillars or Stone abutments and Supports with a Clearance of Twenty feet and a Span of not less than Sixty feet and that Notice of at least five days Shall be given to defendant Company's Superintendent at Pyrone of Plaintiffs desire to Proceed with the Erection of Such Support Pillars or abutments and the work to be Supervised by the defendants agent or Engineers and Should disagreements arise the Party aggrieved may forthwith apply to the Court for adjustment thereof and permission to Erect the Same the bridge. The bridge to be placed thereon to be of Iron or Steel according to the usual Character of Such Structures. Ninth: That either party to this Bill may upon ten days Written Notice where the time is not already Specified fixed at a Shorter time to be given to given to any of the Officers of the Other Company apply to the Court if in Session and if not in Session at Chambers for Such Modification or addition to these regulations as Experience and Observations may show that the Safety of Persons or property or the rights of the Party Seems to require The Costs in this Case to be by the Plaintiff Company

By the Court

David L. Krebs

Presidt Judge

And Now 18th Nov 1893 After approval of Defendants Companys Bond for appeal and writ of Error and before writ filed the decree in the foregoing is hereby added to and amended as follows: Eleventh: Before the

Plaintiff Company shall proceed to Construct any of the Crossing of Defendant Company road referred to in the foregoing decree said Company shall file a Bond with Security approved by the Court in the Speal Sum of ($2000.) Two Thousand dollars in Case of Each Crossing Except the Big Run Crossing in which the Bond shall be in the Speal Sum of ($1000.) One Thousand dollars to be Conditioned to indemnify the said defendant Company for Such damages if any as it may Sustain by reason of the Construction of said grade Crossings And it is further Ordered and decreed that upon the filing of a Bond as aforesaid the Injunction awarded May issue and it is also ordered and decreed that upon defendant Company filing a Bond or Recognizance in the Sum of Twenty Thousand ($20.000) dollar with Surties approved by the Court Conditioned for the payment of Such damages as plaintiff Company May Sustain by reason of the issue of writ of Error and Appeal and the said writ to Operate as a Supersedias if filed within Six days from this date and upon the filing of Said writ all further proceedings in petition said grade Crossings is Surely Stayed

By the Court
David Krebs P.J.

Now 31st Oct 1893 We Defendants in abov Stated Case being aggrieved by the final order of Court made appeals therefrom to the Supreme Court of Pennsylvania Eastern District

Now 2d Nov 1893 Writ of Certiorari from the Supreme Court of Penn. filed in abov Case Returnable first Monday of April 1894

Now 2d Nov 1893 We Defendants in abov Case file their Bond or Recognizance in the Sum of Twenty Thousand ($20.000) dollars with Surties approved by the Court

Now 13th Oct 1893 Full Exemplification Made for the Supreme Court

Now 15 March 1893 Petition presented read Considered and the Case being Special having been Concerned as Counsel in the Case. I decline to hear the same and Signify my Willingness to at any time Submit the same to any other Judge to Specially hear and determine the same

By the Court
Cyrus Gordon P.J.

Now April 4th 1894 Remittitur and Record from Supreme Court filed and together with Opinion of Supreme Court Reversing the Judgment as per the following decree thereof. It is therefore adjudged and decreed as follows: First. That So much of the decree of the Court below as authorizes the undergrade Crossing of the Amesville Branch Specified in third paragraph of Said decree and also as much of Said decree as in any manner relates to the Construction Maintenance and Operation of Said undergrade Crossing be affirmed with Costs including the Costs of this appeal to be paid by the Plaintiff. Second That So much of the decree of the Court below as authorizes grade Crossings at either of the four points named therein and also so much and Such parts of Said decree as in any manner relates to the Construction maintenance and Operation of Said Crossing and any of the appliances intended to be Connected therewith be and the Same are Surely reversed and Set aside and in lieu thereof it is adjudged and decreed that it is reasonably practicable to avoid each all & Each of Said four grade Crossings. Third That So much of the decree of the Court below as is not herein before mentioned referred to and disposed of be and the Same is Surely reversed and it is further Ordered that the Record be remitted to the Court below for Such further action as may be necessary to Carry into Effect the provisions of this decree

Dec Term 1893

Arnold	Albert C Hopkins	Bill in Equity praying the Court
23 Nov	1 " " 10	1st That said Andrew F Baum and said D. H. Sparks
	Andrew F Baum	be enjoined preliminary now and perpetual hereafter
	David H Sparks	from making a deed or deeds or agreement of
	Sparks	Sale to said Sparks of Manatoba
	of Manatoba Canada	or to any other person or persons for any part
	and Bine Koozer	or portion of said lands and if such deed be
	Recorder of Deeds for	already made that the same be delivered
	the County of Clearfield	up to your Orator to be Canceled and destroyed
		2nd That a decree be entered preliminary now
		and perpetual hereafter enjoining and restraining
		the said Bine Koozer Recorder of Deeds in and
		for Clearfield County Pa and his successors in
Pro Gregory	$2 25	office from receiving or recording any deed
Atty	3 00	or deeds or agreements of Sale from said Baum
Pro Gregory	25	and D. H. Sparks or either of them to any per-
" Gregory	1,00	son or persons whatsoever for any part or
" Gregory	50	portion of said Lands
" Gregory	1,00	3d That your Honor will grant such other
" Gregory	25	and further relief as to right and Justice
" Gregory Suf	1,25	may belong and as to your Honor may
" Gregory	50	seem meet
Shff Cardon	10,00	And now 22 nov 1893 Plaintiff files affidavit
Pro Gregory	50	with bill having the usual order for Subpoena
Shf Cardon	11,60	to Cause an appearance to be entered within
" Cardon	11,60	fourteen days as required by rules of equity
Pro Gregory	50	practice.
" Gregory	25	I hereby Certify that in my opinion Plaintiff
" Gregory Affdavit	6,50	has no adequate remedy at Law for the matters
" Gregory argt	1,50	and things Complained of in the foregoing Bill
Shff Cardon	6,10	and that there is not Sufficient time to print
Pro Gregory	50	this bill before filing A C Arnold
" Gregory Rule	60	Solicitor for Plaintiff
Shff Cardon " Pd 6/7/95	6,00	Now 23 nov 1893 Affidavits of A C Hopkins & A C Arnold
Pro Gregory	30	presented and read
" Gregory	30	And now 23 nov 1893 upon presentation of the
" Gregory	1,50	within bill and Consideration had It is adjudged
" "	50	ordered and decreed that a preliminary injunction
		be issued Against the said Andrew Baum & H
		Sparks and Sparks and upon Bine Koozer
		Recorder of Deeds in and for Clearfield County Pa
		enjoining and restraining the said Baum and Sparks
Red My Cost 16 Mar 1898		from making any agreement for Sale or from
D J Gregory		executing and delivering any deed or deeds or from
		making lease or leases to the said Sparks
		or any other person or persons whomsoever for
		Any part or portion of tracts No. 13, 2009, 1988,
		3592 or the Mason Tract and enjoining the said
		Sparks of Manatoba if such lease agreem
		ent or deed has already been made to deliver the
		same to the said A C Hopkins the Plaintiff that the
		same may be Canceled and destroyed. And also
		enjoining and restraining the said Bine Koozer
		Recorder &c from placing of record any lease or

leases, agreement or agreements for sale, or any and all deeds purporting to be made by said Andrew Baum or D H Sparks or either or both of them to said Sparks of Manatoba or to any other person or persons whomsoever

This preliminary injunction to be taken as dissolved unless a motion to Continue the Same be argued before the Court on the 21st day of Dec 1893 at the Court House in Clearfield Pa. five days notice of the time & place of hearing said motion together with a Copy of this order to be served on said Defendants the usual bond in $500— to be filed before the writ of injunction issued By the Court
David L Krebs

By paper Filed dated and Approved 23 nov 1893 see Bond of A C Hopkins with J P Taylor as Surety in the Sum of $500— Conditioned as per above order of Court for writ of Injunction

Now 23 nov 1893. Writ of Injunction issued

Now Nov 24 1893 I served a Copy of within Sub Equity on A. F. Baum D. W. Sparks & Bine Kooser So answers
J M Cardon Sheff

Now Nov 24 1893 Served the within writ of Injunction upon Andrew F Baum D W Sparks and Bine Kooser by handing to Each of them a true & attested Copy & made Known to them the Contents there of So answers. J M Cardon Sheff

Now Dec. 5th 1893 we enter a Appearance for Defendants. Wm Lichthart and James Litzinmour Attys. for Defts.

Now 4th Dec 893 Served the Bill in Equity in this Case on D. H. Sparks A. F. Baum and Bine Kooser personally by handing each a true and attested Copy and return the Same N. E. I as to Sparks of Manitoba
So Ans J M Cardon Sheff

Now 4 Dec 1893 Served notice of time of Arguing preliminary injunction on on A F Baum D H Sparks and Bine Kooser by handing Each a true and Attested Copy and N E I as to Sparks of Manitoba So Ans J M Cardon Sheff

Now 21 Dec 1893 Leave is granted to file this amendment to the orginal bill and prayer for relief notice thereof to be given defendants as of the orginal bill under Rules of Equity practice By the Court

Now 21 Dec 1893. Amendment to Plaintiffs Bill of Complaint Filed

Now 21 Dec 1893 Affidavit of A C Hopkins Filed in this Case
" 21 " 1893 " " Daniel Solida " " " "
" 21 " 1893 " " E N Gray " " " "
" 21 " 1893 " " John McGinnes " " " "
" 21 " 1893 " " D P Sollenberger " " " "
" 21 " 1893 " " Mana Colley " " " "
" 21 " 1893 " " N S Jacobs " " " "
" 21 " 1893 " " J P Taylor " " " "
" 21 " 1893 " " J H McIntyre " " " "
" 21 " 1893 " " M A Tozier " " " "
" 21 " 1893 " " J N Brown " " " "
" 21 " 1893 " " G W Tozier " " " "
" 21 " 1893 " " Mrs Leythena Brady " " " "
" 21 " 1893 " " G W Blisell " " " "
" 21 " 1893 " " W W Bottles " " " "
" 21 " 1893 " " R L Hay " " " "
" 21 " 1893 " " Matthew Plunkett " " " "
" 21 " 1893 " " John Carrier " " " "

Nov 21 Dec 1893 Affidavit of John B Quigley filed in this case
" 21 " 1893 " " Pat McDonald " " " "
" 21 " 1893 " " S.B. Elliott " " " "
" 21 " 1893 " " Sidney Fuller " " " "
" 21 " 1893 " " Edwin N Gray " " " "
" 21 " 1893 " " N J Leahy " " " "
" 21 " 1893 " " A G Hopkins " " " "
" 21 " 1893 " " A G Hopkins " " " "

And now 21st December AD 1893 It is adjudged ordered and decreed that the preliminary injunction heretofore granted on the 23d day of november A.D. 1893 be and is hereby Continued in force until final hearing shall be had in this case and until the further order of the Court in that behalf made (See Opinion filed) By the Court
David L Krebs PJ

Nov 26th December 1893 I Served personally a true and attested Copy of written amendment to Plaintiffs Bill of Complaint by handing to A.J. Baum D.W. Sparks & Benj Kogen and N.E. as to Spark of Manitoba Canada
Adams & McCauden Sheriff

And Now Dec 12th Dec 1894 Petition read and rule is granted on Andrew J Baum and D.W. Sparks to Show Cause why an attachment for Contempt should not issue in the disobedience of the Order and decree of injunction Entered in Nov Dec Term 1893 on the 21st Dec 1893
This Rule Returnable the 22d December 1894 at 10 o'clock A.M.
By the Court

Nov Dec 13th 1894 I Served within Rule on Each of the defendants by making known to Each of them the Contents thereof also handed to Each one a true attested Copy Adams & McCauden Sheff

Nov 12th Janry 1895 Petition of E.M. Cobb et al filed to be made parties &c

And Now 12th Janry 1895 Petition read and Leave granted to be made Co-defendants as prayed for By the Court

Plaintiff by Attys give Rule to take testimony to be read on argument on Rule for Contempt
On Argument Dec. 1st at 1st Monday of March AD 1895

Nov 8th March 1895 It is Ordered that if the defendants or either of them file a disclaimer of title within 5 days that as to such person Rule to be taken as discharged, otherwise to be taken as made absolute
By the Court

By paper filed 4th April 1895 and dated 30th March 1895 D.W. Sparks disclaims possession right, title interest or claim to any part or portion lands mentioned in this Bill under or by virtue of any title derived from Andrew J Baum or any other person

Feby Term 1894

Cole — Elizabeth Jones

19 Dec — 1 — vs

Pentz — Sidney Fuller and F. M. Cardon

Bill in Equity Praying the Court
First That said Sheriff Sale be declared Void and of no effect
Second That a decree be entered directing and requiring said Sidney Fuller and F M Cardon to deliver up said deed to the said Court for the purpose of Cancellation and that a record of said Cancellation may be made upon the record thereof
Third That the Defendant pay the Costs of this proceeding
Forth. Such other and further relief as She may be entitled to
A L Lever
Atty for Pltff

Pr Sumons By Atty	$2.25
Atty W. C. Pentz	3.00
Pr Summons	.50
" Summons	.50
" Summons	1.00
Shff Cardon	
Pr Summons Cross Bill	2.00
" Summons	.50
" Summons Inj.	1.50
" Summons	.50
" Summons	.25
" Summons	.25
Shff Cardon Inj & —	6.60
Pr Summons Answ & dis	1.50
	.25
	$21.10

Now 19 Dec 1893. Plaintiff files affidavit with proved Bond having the usual order for Defendants to Appear in fourteen days or Bill will be taken Pro Confesso and a decree made Against them in their absence
Now 29th December 1893 I appear for Sidney Fuller vs F M Cardon the above defendant and direct the Prothonotary to Enter this appearance of record
W. C. Pentz atty for Defts

Now 14 May 1894
Rec'd the above cost as follows: Shff Cardon $16.00 and my cost.
D J Guigery Pro

Cross Bill in Equity filed Praying the Court
First Not to issuing any Landlords Warrant for Collection of rents that the said defendant may alleged to be due in the future and from Executing the present Landlords Warrant
Second That the Levy of the said R A Gourley Constable may be set aside and the goods of said Cross Complainant released therefrom
Third That Your Orator may have such other and further relief as this Honorable Court may deem meet and proper
W. C. Pentz
Solicitor for Plaintiff

Now 10th January 1894 Within Bill in Equity presented in accordance with the prayer thereof a preliminary Injunction is granted the same to be taken as dissolved unless motion to Continue the same be made and argued on Thursday of January 1894 at 10 o'clock A.M. at Court House in Clearfield Pa Bond in $500. being given with approved Sureties five days notice of preliminary hearing to be given to Elizabeth Jones and R A Gourley Constable or their attorney or attorney
By the Court
Cyrus Gordon P.J.

Now 10th January 1894 Bond of Sidney Fuller filed with J. P. Taylor and Walter Hallin Sureties in the Sum of Five Hundred dollars
Now 10th January 1894 Writ of Injunction Issued
Now 10th Jany 1894 Defendants Answer Filed
Now 11 Jany 1894 Plaintiff files Replication
Now 19 Jany 1894 D. L. Krebs Esq is appointed Master & Examiner in this Case By the Court
C. G.

Nov 26th Dec 1894 D L Kirk Esq appointed Master in above Case Sammy declined to serve he due Concerned for one of the Solicitors D B McKinnally Esq is appointed Master and Examiner in his Stead By the Court

Nov March 12th 1894 Served Injunction on A L Cole Attorney for Elizabeth Jones who accepts Service of Same Evans

On argument List at March Argument Court 1894

Now 24th March 1894 Opinion of the Court filed and it is Ordered adjudged and decreed that the preliminary Injunction heretofore issued in this Case be and the Same is hereby dissolved By the Court

Cyrus Gordon J.

Now 25 April 1894 By Papers filed Dated 24 April 1894 Plaintiffs Directs the above suit in Equity to be Discontinued

Feby Term 1894

Sole	W. H. Albert		Bill in Equity Praying the Court
26 Jany	2	vs	1st That an injunction issue preliminary at first and
	W. T. Smith		perpetual hereafter restraining said W T Smith or his
			Agents from further receiving or appropriating any of
			the proceeds of said firm or of incuring any further
			obligations for or on account of the Same or giving
			any notes checks or drafts in the Name thereof
Pro Gregory		$2.25	2nd That a receiver be Appointed to take Charge of
Atty		3.00	and wind up the business of said partnership and
Pro Gregory		1.00	distribute the Assets thereof according to law
" Gregory		.50	3d That a decree be entered dissolving said partnership
" Gregory		.50	4th That an account be Stated of all and Singular
" Gregory		.50	the dealings transactions and affairs of said Partnership
" Gregory		.25	5th Such other and further relief as in equity and
" Gregory		.50	good Conscience Your Orator is entitled to
" Gregory Injunction		1.25	Now 26 Jany 1894 Reff Ellis Affidavit with Bill
Shff Carden		6.00	having the usual order for defendant to Cause
Pro Gregory		.50	an appearance to be entered within 14 days or Bill
Pro Gregory		.25	will be taken Pro Confesso and a decree made against
		16.50	him in his absence

Now 8 Jany 1896
Rec'd my Cost
J Gregory

Now 26th Jany 1894 within Bill read and Considered and the parties being present by their Attorneys and it being admitted and appearing that the partnership must be dissolved and the business transacted by a Receiver or Receivers It is ordered and decreed that W. H. Albert Complainant and R W Taylor be and are hereby Appointed Receivers for the Partnership of Smith & Albert and are Authorized to take Charge of the property and assets &c Carry On the business of said partnership temporarily and till further order be made by the Court They to give Bond with Sureties in the Sum of One Thousand Dollars Conditioned for the performance of their duties according to law to be approved by the Court. Complainant to act as Receiver without Compensation By the Court

Cyrus Gordon P.J.

Now Jany 27. 1894 Bond of W H Albert & R. W. Taylor Filed as per order of Court

Now Jany 27 1894 Bond Approved. By the Court.

Cyrus Gordon P.J.

By paper Filed and Approved 29 Jany 1894 see Bond of W H Albert in the Sum of $500 — with J Silcher and R W Taylor as Sureties Conditioned for the issuing of a writ of Injunction as per order of Court

Now 29 Jany 1894 writ of Injunction Issued

Now 29th Jany 1894 I Hereby depute M J Stoppy to Serve this Injunction Issued W H Carden Shff

Now 29 Jany 1894 Served within writ of Injunction upon W T Smith by reading to him and Making Known the Contents thereof and also giving Him a true and attested Copy Issued M J Stoppy Dep

Now 21st March 1894 Within Petition read & Considered and it appearing that the Creditors of the firm of Smith & Albert are provided for and Satisfied it is ordered in accordance with the prayer of the petition.

that the order of 29th Janry 1894 appointing W H Albert & R W Taylor Receivers of the firm of Albert Smith is rescinded and said Receivers discharged said Receivers having accounted and made Settlement with the New firm of Albert & McCullough and the Prothonotary is hereby directed to discontinue Equity Suit of Record

By the Court
Cyprus Gordon P J

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