EQUITY DOCKET

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1 MAY 1894
TO
8 DEC. 1904

CLEARFIELD COUNTY

Equity D.
#2

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May 1894. Dec 1904

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Brady, L. A. etal
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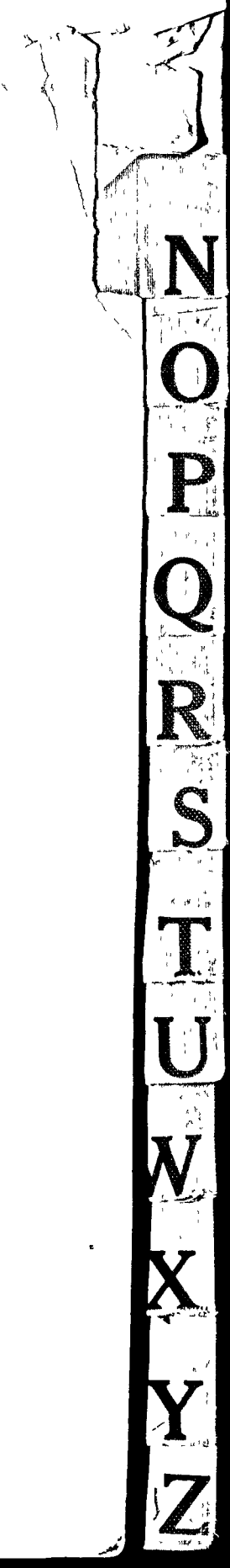
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W
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Y
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Defendant

X

Page

X

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Plaintiff

X

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Defendant

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By

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Plaintiff

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Zeigler Louis vs W. A. Gray 256

May Term 1894

Pentz

William Marshall
Louisa S Wingert and
Henry Hartz Last Executors
of Henry L Marshall
Deceased

vs

2 April

Wilson.

John Jacob Marshall &
Charlotte Marshall

Apnl 2 1894

Bill in Equity Praying the Court
Writ By Preliminary Injunction hereafter to be made
Perpetual will enjoin and restrain defendants and their
Employees from Cutting and taking away any timber from
said land

Second That you will decree that said defendants pay
Complainants their pro rata share of the timber already
taken off of said land and Converted to their use as
set forth in the bill of Complaint

Third That you will grant such other and further
Equitable Relief as your Orator may require and
they will ever pray

W C Pentz
Solicitor for Plaintiffs

Pro Sergeant $ 2.25
Atty 3.00
Pro Surgery .50
" Surgery .30
" Surgery Inj 1.25
" Surgery .25
Sheff Darden 2.00
Depn Dept $10.00 Paid by Dept & Refunded 17.50
Pro Surgery Argt 1.50
Defts Bill 11.04
Pro Surgery .60
" " .50
$ 40.89

Now 2nd April 1894 affidavits of Plaintiffs filed

And Now 2nd April 1894 Bill and affidavits thereof presented and read and thereupon an Injunction granted preliminary Now and enjoining and restraining the defendants from Cutting and removing timber from said lands as prayed for. Said preliminary Injunction to be taken as dissolved unless a motion to Continue the same be argued before the Court at Clearfield at the Court House on Wednesday the 11th day of April A D 1894 at 9 Oclock A M for days notice of the time and place of hearing the motion to be given the defendants preliminary Injunction not to issue until Bond with surety approved by the Court or Clerk thereof in the sum of Five Hundred Dollars first filed

By the Court

Now 2nd April 1894 Plaintiffs filed Bond in the sum of Five Hundred dollars with George L Weaver & Geo A Weaver as Sureties and said Bond approved By the Court

Now 2nd April 1894 Injunction Issued

Now 9th April 1894 affidavit of George A Wingert filed

Now April 2nd 1894 Service of writ accepted and personal Service waived

Louis S Wilson atty for Plff

Now 28th Augt 1894 Opinion of the Court filed dissolving the preliminary Injunction

By the Court

Now 30th Nov 1894 Plaintiffs amended prayer for relief in above Case

Now 30 Nov 1894 amendment allowed

By the Court

Rec'd 27 April 1897 of W. H. Marshall Clerk for above cost as taxed 40.89

D Gregory

Rec'd Mar 26th 1900. of D Gregory. Seventeen & 50/100 being Def Bill in full

$ 17.50

J Harvey

10 Dec 1900 Rec'd my costs as Deft witness $1.84

Edward Weber

Godfrey Zillert $1.84

10 Dec 1900 Rec'd $7.84 Balance of Deft claim & my cost as com

7.84

John J Marshall

See Opinion on next page

(Continued on next page)

Continued from Page 2

The issue presented in this case arises on motion to continue preliminary injunction granted 7 April 1894 upon Bill in Equity, setting forth that Henry S. Marshall died in 1869, testate, leaving to survive him a widow, Charlotte Marshall, and five children, viz: William Marshall, Louisa S. Marshall, Maggie E. Marshall (since deceased), Mary E. Hartzfeldt and John Jacob Marshall, having made his last will dated 16th November 1869, since his decease duly probated and registered at Clearfield, Pa., in Will Book "E" page 254, a copy of which is thereto attached. said will is made up of two items. the first gives directions as to his funeral. The second is "I direct that all my debts and funeral expenses be paid out of any moneys that may come into the hands of my executors as soon after my death as possible. And further, I direct that all my estate and effects that is left after my debts and funeral expences are paid shall be and remain the property of my beloved wife, Charlotte, so long as she shall be and remain the widow of Henry S. Marshall, for her use and benefit in the raising and educating my children by and with the advice of my executors, and in the event of her marrying again, then I direct that my executors shall appropriate all my estate that may be left to my children each to share and share alike, but all my estate is to be use of by my beloved wife, Charlotte, as long as she remain the widow of Henry S. Marshall for the above purpose by and with the advice and Consent of my executors, and further I do hereby constitute and appoint Henry Hartzfeldt and James C. Barrett as my true and lawful executors of this my will and testament."

The Bill further alleges that one of the executors, James C. Barrett, died some years ago. That testator died seized of a farm in Bloom Township, Clearfield Co. Pa. containing one hundred acres and allowance, with about sixty acres cleared and balance woodland on which was growing timber of great value to said farm for keeping up of repairs on buildings and fences, and for other purposes. That the widow occupied the premises from death of testator till filing of Bill, carried on farming operations thereon, kept and maintained the children as directed in the Will, all of whom were over age, and with exception of John Jacob had left the mothers house and were supporting themselves. That Defendants, in right of the widow, for three or four years prior to filing of Bill, had cut timber from said land and converted part of same into money and used balance in improvements constructed on property of said John Jacob Marshall. This was done against the protests of Plaintiffs, by the widow, claiming it was her right under said will. Thereupon this suit was brought by Bill in Equity praying for injunction restraining defendants from cutting timber, for an account for timber taken, and for general relief.

The issue raised involves the construction of the bequest to the widow in the said Will, whether under it she has the right to cut timber beyond what is necessary to keep up repairs on the farm. It is claimed by the Plaintiffs that, at most, the widow's title is but a life estate. That it is in fact less than a life estate, for the reason that it limits her estate to that portion of her lifetime during which she would remain a widow; provides for certain specific uses the property is to be put to; gives a voice in its control and management to the executors and provides that in the event of her marrying again the executors shall appropriate what may left of of the children. If this construction of the Will be correct and the widow's title is thus at most but that of a life tenant she would not have the right to cut growing timber beyond what would be necessary for fuel, keeping up improvements, clearing land as demanded or required by proper cultivation and good husbandry. If such tenant should cut timber not thus required - as the evidence shows was done in this case it would be waste and damage to the inheritance and could be restrained.

Lynch's case 31 Pa. 44.

Sayers vs Hopkins. 110 Pa. 473.

But we are of opinion that title of the widow under the Will is much more than that of a life tenant. That it vests in her a fee simple title to the property, or at least gives her the right to use, even to the extent of consuming it, without liability to account to the heirs. In passing upon the rights of legatees under a will all merely technical rules of construction must give way to the plainly expressed intention of the testator, if lawful. It must be construed - not one clause at a

(Continued to page 6) sif

May Term 1894

Swoope	Samuel Arnold		Bill in Equity Praying The Court
			First
			That Proper Process may issue from the
4 May	2		said Court requiring the said defendants
			to make answer to this bill of Complaint
M E & M C	M E. Arnold		Second.
	Edward A Irvin	and	That a decree may be made by your Hon-
	Zachariah McNaul		orable Court correcting the description and
	Trustee		boundaries set forth in said deed from
			Edward A Irvin & wife to M E. Arnold dated
			August 19. 1884 so that said description
Pro Surgery By Atty		2,50	do include the undivided one half of
Atty		3,00	all of said Tenpart No 15 with the exception
Pro Surgery		.50	of the lot of ground conveyed to Zachariah
"	"	50	McNaul Trustee known as the "Friends Meting
"	"	.50	House Lot" and the right of way conveyed
"	"	50	to The Tyrone & Clearfield Railroad Company
			Third
			That your oraton may have such other
			and further relief as may be just and
			equitable under the premises
			R D Swoope
			Solicitor for Plaintiff
			Plaintiff files manual affidavit &
			writ to defends to appear and
			file answer within 15 days or, Dec
			be taken pro confess and a
			decree be made against them
			in their absence
			9 may 1894 Separate answer of Zachariah
			McNaul one of the defendants filed
			Nov. 21 July 1898. Def'ts exprs Rule on Pl'f to reply to the
			answer of Z McNaul within 10 days after service of rule.
			Now 22 July 1898 service accepted & rule waived by Pl'f Attys.
			26 July 1898 Plaintiffs Replication filed

Continued from page 3

time but from its four corner - and his intentions are to be arrived at from the
language used. In construing this will we are met at the outset by the conclusion that it
was inartistically drawn, and contains clauses whose meaning is obscure. It shows,
however, that the testator had implicit confidence in his wife. Realizing that his term
of life was short and that his care for his children would soon cease, he gave their
interest into her hands and to enable her to carry out his wishes concerning them, gave
her title to his property. The fact that he gave it to her only so long as she remained
his widow and provided for her having the benefit of the advice and consent of his
executors is no reflection upon her and evinces no lack of confidence upon his part,
but the reverse. He evinces that knowing her as he did he could rely upon her judgment and
discretion, without anybody's advice and consent so long as she remained in a position
so as not to be influenced by any other persons, but if she married again her
confiding nature might enable her second husband to warp her judgment, and the
conflicting interests of two families united result in injustice to his own children.
So he provides, "that in the event of her marrying again, then I direct that my executors
shall appropriate all my estate that may be left to my children," He gave her the right
while she remained his widow to use the property even to the extent of consuming it, and
when the emergency would happen that would endanger it, he provided that her rights
should cease and the residue pass at once to the children. The language of the Will is
not clear as to what the testator's intention was in providing for the "advice and consent"
of his executors. It is not necessary on account of the widows ownership, and the
Will provides that she shall have the use of the property, and shall raise and educate
the children. But whatever it was intended to apply to, the evidence shows that she
properly looked after the raising and educating of the children. That the executors
never gave any advice or had anything to do with the estate. That the surviving executor
lived but a short distance from the premises in question and must have known
what was being done by the widow in the matter of caring for the family and the property.
He must have known of the cutting of the timber and neither assented nor dissented
expressly. He gave no advice or consent other than may be implied from his silence,
which would be a tacit assent. The only expressed purpose of bestowing the bounty upon
the widow is the raising and education of the children. It dont fix the extent; the time;
nor does it provide that all be treated alike. The discretion is vested entirely in the widow.
But to entitle the widow to cut and appropriate the timber in question it is not necessary
that she own the premises in fee simple. The Will grants to her the right of consumption.
It gives her the property so long as she remains the testator's widow, for the uses men-
tioned and provides " in the event of her marrying again, then I direct that my
executors shall appropriate all my estate that may be left to my children each to
share and share alike." Now, as it limits the right of the children upon the happening
of the contingency to the part of the estate "that may be left," it contemplates
that all of it may not then remain, and that the widow may have used or
consumed a part or the whole of it. As before stated, as we look at it, the widow not
only had the right to use and consume the property, but the title in fee - under
the Will - vested in her. The testator was the owner of the premises
in fee, and he disposed of that fee by his Will. upon his death it
immediately vested in some other person or persons. It had a fixed
abode. In whom did it vest? In the widow, children, or both? He says
"I direct that all my estate and effects xxx shall be and remain the property
of my beloved wife Charlotte." This, if standing alone, would unquestion-
ably vest the fee in her. The question then arises does the balance of
the clause " so long as she shall be and remain the widow of Henry S
Marshall, for her use and benefit in the raising and educating my
children by and with the advice of my executors," have the effect of
preventing the fee from thus vesting. From the Will it would seem the
object of the testator was, to provide for his wife, and secondarily, -

(Continued on next page (7))

Continued from page 6

through her, but none the less efficiently on that account provide for and guard the interests of his children by making known to her, his wishes concerning them, and providing her with the means necessary to enable her to carry them out. these subsequent expressions indicating the testator's confidence in his wife, which was apparently the inducement to the gift, and its bestowal apparently to enable her to carry out his wishes "in the raising and educating" his children, would not have the effect of reducing or qualifying the estate which the former part of the will would give her. such would have been the case had he vested title in a trustee for the uses and purposes named instead of in the widow direct. Or had he, in other places in the Will, indicated his intent to give her a less estate than the meaning of the words of the gift standing alone would import. But the subsequent provisions of the will manifest no such intent. At most they but impose burdens and restraints upon the estate, which do not deprive it of its essential legal attributes. We base these conclusions upon the legal authorities of the State, of which we cite the following:

In Jauretche vs Proctor, 48 Pa. 466, the Will was "I name my wife, Matilda, my sole and only heir of all my property. xxx The plantation which I have at Calmbo xxx if she can do otherwise, I desire not to be sold. she is not to divest herself of what I may leave her until after her death. At the death of my above named wife, what I may have left her, that is to say the residue, is to be divided in equal shares among our children,"

Woodward, C. J. says: It is a conceded point that the 1st article of the testators will gave to his wife a fee simple in his real estate and an absolute estate in his personalty, and the is, whether the subsequent clauses must be so construed as to cut down her interest to a life estate. xxx what is it but the devise of a fee simple with a denial of the power of alienation. She is not to divest herself of what I may leave her, until after her death," implies that she may dispose of the estate by Will, which can only take effect after death, but that she cannot dispose of it by deed, which must take effect during her life. The paramount thought in the testator's mind was to make his wife absolute owner of his estate, and he expressed this thought by sufficient words; but the particular thought was to take away from her one of the incidents of absolute ownership - in other words that he would grant a fee with power of testamentary disposition. That this was his meaning is further apparent from the fourth article, which in giving the "residue" over to the children implied the right of consumption in the wife. The word residue, as used in this place, does not imply a residuum of estate or interest like a remainder, but a residuum of the property - or in the testator's own language, of "what I may have left her," and in this sense is exactly equivalent to "surplus", a word which was fully considered and expounded in Pennock's Estate, 8 Harris 282. As the word "surplus" in the devise over in that case was held to imply a right in the first taker to consume the whole, so the word residue here implies that the testator's wife was to enjoy his estate with no other restraint than that of alienation xxx Now, a power of alienation is necessarily and inseperably incident to an estate in fee: and therefore if lands be devised to A. and his heirs, upon condition that he shall not alien, the condition is void xx To the same effect is that other rule in interpreting Wills which sacrifices the particular to the general intent, where they are inconsistant. Here the testator's general intent was that his wife should enjoy his whole estate absolutely, and that only the inconsumed residue should go to the children, and as his desires and expectations, however expressed, did not make her a trustee for the children, so neither can the expressions of his secondary intent, however imperative, restrict her enjoyment of the estate granted." In Paisley's Appeal, 70 Pa. 153 the Will was "I give and bequeath to my wife, Ellen Elverretta, the rents and profits of all my property during her natural life, for her support, and the support and education of my children, under the direction of my executors." The issue was raised on petition charging that the widow had collected the income of the estate and refused to apply any portion

(Continued to page 24)

September Term 1894

Kelley	Martha Conklin and Isaac Conklin her husband in right of said Martha Conklin		Bill of Equity praying the Court 1st That an Injunction preliminary now & permanent hereafter may issue to restrain the said defendant from taking possession of said real Estate & carrying away & taking possession of said personal property 2ccnd That said Defendant be required to pay and account to your Orator for the injury done by the trespass Committed therewith and by them Committed upon said premises 3rd That the Court will grant such other and further relief in the premises as to Justice and Equity appertain and may seem meet & proper James H Kelly Solicitor
14 May			Now 14th May 1894 Bill read & Considered & thereupon it is Ordered that a preliminary Injunction issued to restrain the acts Complained of in Bill set forth the same to be heard at Clearfield on the 23rd day of May 1894 of which five days previous notice be given to Defendants Bond in Sum of $500 to be given forthwith By the Court
	Jennie V. Conklin		Now 14th May 1894 Plaintiff to file Bond in the sum of five hundred dollars with E L McElroy & J C Barclay Sureties
			Now 14th May 1894 Writ of Injunction Issued
Pr Subpoena By Deft		$2.25	
Atty		3.00	
Pr Subpoena By Deft		.50	
" Subpoena Inj. By Deft		1.00	

September Sum 1894

Kreb & Patterson	Albert J. Logan.		Bill in Equity praying the Court
14 June	2	0	first that an account may be taken of all and every the late Co-partnership dealings and transactions entre the time of the Expiration thereof and that the said Harry B Logan may be decided to pay to your Orator what if anything shall upon such account appear to be due from him your Orator being ready and willing to pay to the said defendant what if anything shall appear to be due to him from the said Joint Concern
			Krebs & Patterson Solicitors for Plff.
Pr Sergeny		$2.25	
Atty		3.00	Now 14th June 1894 Plaintiff files his affidavit with
Pr Sergeny		.50	printed book having the usual order for defendant
Sheriff Caudon		2.00	to enter his appearance within fifteen days or Bill
Pr Sergeny		1.50	will be taken pro. Confesso and decree made against
" Sergeny		.25	him in his absence
" Sergeny		.50	Now June 14th 1894 Send with Bill on Defendant
" "		.50	by reading and making Return to him the Contents
			thereof. Jno. A. McCaudon Sheriff
			And now 13 July 1894 we hereby enter an appearance for Defendant reserving all legal exceptions
			M D Bigler
			G R Bigler
			Now 13 July 1894 Defendants answer filed
			Now 13 July 1894 Service accepted & answer for Plff.
			Krebs & Patterson atty for Plff
			Now 18th July 1894 Replication of Plaintiff filed
			5. Sept 1894 Leave granted to file additional answer. By the Court
			5 Sept 1895. amendment to answer filed

September Term 1894

K & P

A. Remaly W. Moorhead
R. F. Mahaffey B. W.
McCracken & Mahaffey
G. R. Ulrey J. A. Mahaffey
J. McConnell Jacob Haw
A. B. Moreno W. D. Strand
Henry Buck R. L. Rockey
Miles Wigley George M.
Ferguson A. D. Lydick
Robert Mahaffey Adam
Cordroff M. M. Stuesley
James M. Davidson
and Bert Gellatly

Bill in Equity - praying the Court first An Injunction preliminary now and to be made perpetual hereafter enjoining and restraining the said School District by the said James Chambers President of the Board of Directors and the said John C. Mitchell as Secretary thereof from Signing and delivering a Contract in writing for the employment of the said J. M. Eldred as principal or teacher in and for any of the public Schools of Mahaffey School District Second Commanding and enjoining the said defendants as directors of the School District of Mahaffey Borough to revoke any and all actions by them taken for the employment of said J. M. Eldred as a teacher in and principal for said public Schools in said district Third To grant your Complainants such other and further relief as to your Honorable Court may seem meet and as Equity may require

Krebs & Paterson Solicitors for Plff

28 July 3 cs

Wilson. James Chambers, John C. Mitchell, A. D. Jenks Levi Metzger Laurmel Dash and J. D. Hepburn

Now 28th July 1894 Complainants file their affidavits with Sprecher Book Nancy the usual Order for the defendants to Come their appearance to be Entered within fifteen (15) days or Bill will be taken Pro Confesso and decree Made against them in their absence

And Now 28th July 1894 The Bill and Injunction affidavits presented and read and thereupon it is adjudged Ordered and decreed that a preliminary Injunction be issued Now against the said James Chambers John C. Mitchell A. D. Jenks Levi Metzger Laurmel Dash and J. D. Hepburn defendants Commanding enjoining and restraining them Viz. That the said School District by James Chambers as President of the Board of Directors and John C. Mitchell as Secretary thereof be and are hereby enjoined and restrained from Signing and delivering any Contract in writing for the employment of said J. M. Eldred as principal or teacher in and for any of the public Schools of Mahaffey School District. Second That the said defendants as directors of the School District of Mahaffey Borough be and are hereby Commanded and enjoined to revoke all actions by them taken for the Employment of said J. M. Eldred as teacher and principal for said Public Schools in said district It is further Ordered that this Injunction Now granted be taken as decreed unless a Motion to Dissolve the Same be argued before Me at the Court House in Clearfield on the 6th day of August A. D. 1894 at 10 Oclock A. M. and that five days Notice of time and place of said hearing be given the defendants with Copy hereof. That the Injunction do Not issue until Bond be filed with Security in $200.00 to be approved by the Prothonotary Clerk thereof

By the Court

Now 28th July 1894 Plaintiffs file their Bond in the Sum of Two hundred dollars with M. M. Stuesley Adam Cordroff & James Mahaffey Sureties.

Now 28 July 1894 Injunction Issued

Pro Sergcy	$ 2.25
Atty	3.00
Pro Sergcy	.50
" Sergcy	.50
" Sergcy Inj	1.25
Sheff Carder	6.50
Pro Sergcy dep	60
1 " Sergcy dep	60
" Sergcy angt	1.50
"	50

Now July 30 A.D. 1894 Appear for Defendants.
Robison Atty.

Nov 28th July 1894 I Henry deputy David Sunderlin to Execute this writ
So ans J M Carden Sheriff

Nov 30th July 1894 Served the within writ of Injunction upon James B Chambers
J C Mitchell A.D Funk Laurence Bask & D Hepburn on July 28th 1894 and on Levi Metzker
July 30th 1894 by producing the Original and informing them of the Contents thereof.
So on Oath ans. David Sunderlin Dep Sheriff

Now 7th August 1894 In accordance with agreement of parties as per terms
filed the preliminary Injunction herein Issued is dissolved
By the Court

On argument Leith. and Nov 28th August 1894 Opinion of the Court
filed dissolving the preliminary Injunction
By the Court

December Term 1894

M V B.	The Syrine V. Cleafield Railway Company		Bill in Equity Praying the Court that a writ of Injunction be granted Preliminary Nisi and Perpetual Thereafter to Restrain the said Township of Bigler and Nicholas Fry and William A Adams Supervisors from Cutting down and grading the said embankment on either Side of the Vulcan Branch of the said railroad and from making a grade Crossing at the intersection of the said Public road with the Vulcan Branch Railroad aforesaid Second That the Court grant such other and further relief as Justice and Equity may require
25 Oct	/		Murray & Smith Solicitors for Plaintiffs
W. Shaw & Oscar Mitchell	The Township of Bigler and Supervisors Fry and William A. Adams Supervisors of said Township Defendants		Nov 23rd Oct 1894 Preliminary Injunction as prayed for upon Plaintiff giving Bond with Sureties approved by the Court in the Sum of Five Hundred dollars Conditioned according to law said Preliminary Injunction to be taken & dissolved unless a Motion to Continue the Same be argued before the Court on Monday Oct 29th 1894 at 10 A.M. of which 5 days Notice in writing shall be given the defendants By the Court
	J.K. Johnson		Nov 25th Oct 1894 Plaintiff files Own Bond in the Sum of Five Hundred dollars with J.G. Harbison and A.J. Bigler Sureties Conditioned as per Order of Court
Pro Gregory Atty	By ally Costs by Defts	$2.25 30.0	Nov 25th Oct 1894 Writ of Injunction Issued
Pro Gregory		50	Nov Oct 24 1894 I Served the within writ in Equity on the Supervisors of Bigler Township By handing to each of them a True and Attested Copy. The Supervisors being Nicholas Fry & W A Adams. So Answers J M Cardon Sheff
" Gregory cert		1.25	Nov Oct 30th 1894 W. Shaw and Oscar Mitchell appears for the defendants.
Sheff Cardon		10.00	W. Shaw & Oscar Mitchell Attys for Defts
Pro Gregory		1.50	Nov Nov 1st 1894 the time for filing the answer of the defendants in the above Case Extended to the 23rd day of Nov 1894 By the Court
" Gregory		25	Nov 22nd Nov 1894 Defendants answer filed
" Gregory		25	
" Gregory		25	
" "		50	
		19.75	

Recd Aug. 13th 1895 of Deft. by hand of Thos. H. Murray Solicitor Nine-teen 75/100 dollars in full of this bill of costs

D. Gregory

May Term 1895

May. Term 1895

M.S.S. O. V Hackman / Harris F. B. Irwin

	Pro Gregory	2.25
	Atty	3.00
	Pro Gregory	50
	" Gregory	50
Take Com's Trial	Shf Smith	1.25
	Pro Gregory	1.50
	" "	.60
	" "	1.50
	A. Paterson, Ref.	100.00
	J. W. Jordan	1.06
	J. L. Leamy	1.06
	Edward Reed.	1.06
	Henry Markle	1.06
	G. L. Gearhart	1.06
	Earl J. Hoover	1.06
	Wilbur Cavedick	1.06
	J. T. Blume	1.06
	Harry McElvain	1.06
	Samuel Shank	1.06
	Levi Conkling	1.06
	J. N Brown	1.06
	Jos Benchfield	1.06
	Harry Trautman	1.06
	Frank Clayton Irwin	1.06
	W. B. Townsend	1.06
	Pro. Gregory	1.50
	Pffs Printing Bill	10.00
	Pffs atty other items	25.00
		128 25.60

Rec'd payment in full W. H. Wagner
Twenty eight 56/100 Dollars on acct of
above costs
28th " Gregory

Bill in Equity praying the Court Dirst— That the Court decree a permanent dissolution of the said firm, and appoint a proper and fit person to act as Reciver therefor with power to marshal the assets and liabilities of the said firm and of the individuals thereof in relation to the said firm and to state such account or accounts between them as may be necessary for a just and equitable settlement

Second— Upon the statement of the said account, and the determination of the amount due from the said defendant to the partnership on to your oratoh if any, to decree the payment thereof by the defendant

Third— That the said D. B Irwin be required to surrender up and cancel the Judgement note of your oration now in his possession

Fourth— That the Court will grant such other and further relief in the premises as to Justice and Equity may seem proper

Murray & Smith
attys for Plaintiff

Now 28th March 1895 Complainants files his affidavit with Printed Book & Rule for Subpoena to be entered, with Notice to Cause Issue Appearance to be entered, and file his answer within fourteen (15) days or Bill will be taken Pro Confesso and decree made against him in his absence

Service accepted by D. G Harris atty for deft

Now 25 March 1895 By paper filed I hereby Appear for Defendant and direct the Prothonotary to enter my appearance on the Record

Frank G Harris atty for
D. B. Irwin

Now March 25" 1895 I served the within Bill in Equity on within named D. B Irwin by giving him a true and attested Copy thereof

So says Frank Smith Sheriff

Now 22 April 1895 Defendants Answer files.

Now 20 "May 1895 by agreement of parties Alexander Patterson Esq is hereby Appointed Referee to hear the above stated Case and report to the Court at Sept D 1895

By the Court
Cyrus Gordon P.J.

28 Sept 95 Powers of referee enlarged to Dec D 1895

Now Nov 10 "1896 Report filed and Prothonotary directed to enter decree as recommended by the Referee.

By the Court
Cyrus Gordon P.J.

To the Honorable Cyrus Gordon.

Your Referee would recommend the following decree:

First:
That the firm of Hackman and Irwin be declared permanently dissolved.

Second:
That the liabilities of the said firm be paid by the said Hackman and Irwin in the following proportion:

F. B. Irwin	$693.88
C. V. Hackman	259.09.

Third:
That some one be appointed by the Court to collect the uncollected accounts, sell the wagon, sleds, harness, &c and divide the amount realized, equally between Hackman & Irwin less his proper expense and fees for performing these duties.

Fourth:
That the note of $500 given by Hackman to Irwin which cannot be found in order to be returned to Hackman is hereby declared cancelled.

Fifth:
That the Defendant, Fred B. Irwin pay the costs of this proceeding.

Respectfully submitted.
Alex. Paterson.
Referee.

May Term 1895

Arnold & Cole

William Wiegerk

2 vs

L A Brady M. W
Wise P S Weber
C C Heindman
James E Long

Bill in Equity— Praying the Court
First— That the said defendants may
be required to answer the premises
Second— That said partnership may be
dissolved and declared void
Third— That an account may be taken
of all and every the said partnership
dealings and transactions, from the time
of the Commencement thereof and also
an account of the moneys received
and paid by your orator and the
said defendants may be decreed to
pay to your orator what if any thing
shall upon taking of said account
appear to be due to him your orator
being ready and willing to pay to
the defendants what, if anything
may appear to be due to them
from your orator
Fourth— That some proper person may
be appointed to receive and collect
all moneys which may be coming
to the Credit of said late partnership
and make distribution thereof
as said Court may from time
to time decree
Fifth— That the said defendants each
and every of them may in the mean-
time be restrained by order and in-
junction of this Honorable Court from col-
lecting and receiving any of the debts
owing thereto
Sixth— Such other and further relief
as your orator may be entitled to

William Wiegerk

To the Honorable Court.

We hereby pray that we may
be permitted to enter our appearance at
once in this case and confess the Causes
and right of action above set forth and
further request that Your Honorable Court
may appoint a receiver at once as
prayed for to wind up the affairs of
said partnership

P S Weber
C C Heindman
L A Brady
M W Wise

Now to wit March 23 1895. This Bill being
presented by Counsel, and being read and
fully considered. together with the request
of the defendants thereon endorsed it is
hereby ordered adjudged and decreed that
sufficient Cause is therein set forth to jus-
tify the Court in granting the relief prayed

Pro Gregory		2.25
Atty		3.00
Pro Gregory		.50
"		.50
"	"	1.50
"	"	1.50
"	Gregory	1.50
"	Gregory	2.50
"	Gregory R	60
"	"	1.50
"	Gregory	50
Sh	Clerk	5.00
Pro	Gregory	1.00
"	"	50
"	"	6.00
"	"	50
"	"	1.50
"	"	50
"	"	1.50
"	"	1.00
"	" of	1.00
"	"	.75
"	"	1.00
"	"	50
"	"	50
"	"	50
"	"	1.00
"	"	2.35
"	"	1.00
"	"	1.75
"	"	1.00
"	"	1.00
"	"	1.00
"	"	2.00
"	"	1.50
"	"	60
"	"	50
"	"	1.10
"	"	1.00
"	"	50
"	"	50
"	"	1.00
"	"	1.00

May Term 1895

for and. Hugh. McCullough is appointed a receiver to take charge of the partnership property and effects and wind up the business of said partnership according to law subject to the order and direction of the Court. It is further ordered adjudged and decreed that the said defendants and each and every of them be and are hereby restrained and enjoined from having, taking collecting or receiving any of the partnership effects, rights, property or interests from this time henceforth until further of this Court Said Hugh McCullough to give bond with one or more sureties to be approved by the Court, in the sum of One Hundred and Fifty Thousand (150000) Dollars Conditioned for the faithful performance of his duties as Receiver and to account for the property, assets and proceeds thereof according to law

By the Court
Cyrus Gordon P.J.

Now, 30th March 1895 Bond of Hugh McCullough Receiver filed in the sum of One Hundred & Fifty Thousand Dollars. with the Fidelity Deposit Company of Maryland. (a Corporation organized under the laws of of the State of Maryland and authorized to do business in the State of Pennsylvania) Surety

30 March 1895 Bond approved By the Court
Cyrus Gordon P.J.

26 June 1895 Petition of Hugh McCullough receiver presented praying the Court to authorize the deficit of I Benton Long's overdraft

And Now 26 June 1895 Hugh McCullough Receiver is hereby authorized & directed to make the defication as above prayed for and to settle the corresponding Credit on the settlement of the estate of The Bank of DuBois Pa By the Court
Cyrus Gordon P.J.

Now 29th July 1895. Inventory & Appraisement of the Bank of DuBois filed as follows.

Total Assets	
Good	$53.678.75
Doubtful	26.083.20
Bad	80.506.74

L. M. Truxal
Walter Hahn
J. H. Johnson
Appraisers

13 Jany 1896. Petition for sale of real Estate filed

Now Jany 13 1896 this petition read and duly considered and thereupon it is ordered that Hugh McCullough receiver of the Bank of DuBois be and is authorized to sell and convey by deed in fee simple to the purchaser for the consideration or price of Nine Thousand Dollars free from any trust under which he holds the same the three undivided fifths interest in the Three Hundred & Ninety eight acres of land situate in Sandy Township Clearfield Co Pa formerly known as the property of the DuBois Land and Improvement Co land which was conveyed to said McCullough as Receiver aforesaid from James E Long, P. D. Weber and M. M. Wise

By the Court
Cyrus Gordon P.J.

Nov 16 Jany 1896 Petition of Hugh McCullough Receiver filed and Prayer of petitioner granted. The Receiver Hugh McCullough is authorized and directed to do whatever is necessary to be done in order to carry out and consummate the arrangements propositions mentioned in the within petition

By the Court.
Cyrus Gordon P.J.

Hugh McCullough Receiver of the said Bank duly appointed by your said Court do respectfully report and return
That said Court having on the 13th day of January A.D. 1896 authorized and directed me to sell and convey for the sum of Nine Thousand Dollars the undivided Three Fifths part of a certain body of land containing Five Hundred and Ninety Eight 65/100 Acres reserving as hereinafter stated, situate in Sandy Township, said County and known as property of the Du Bois Land and Improvement Company the said land more specially described as follows viz: Beginning at a White Pine Stump on the East side of Sandy Lick Creek and on the line between the lands of Bell and lands of A C Hopkins known as Tract Thirteen (13) thence N 38 Degrees 2 Min E 3 Chains along the line between Bell (formerly) and A C Hopkins known as Tract Thirteen to a Pine Stump. Thence N 65° 9' E. 8 4/100 Chains to a post thence S 39° W 13 3/100 Chains to a post thence N 48° 40' W 3 6/100 Chains to a Birch tree thence S 41° 40' W 3 3/100 Chains to a post thence S 49° 30' E. 4 6/100 Chains to a post thence S 42° 30' W 4 4/100 Chain to a post in the Township road leading from Du Bois to Falls Creek. Thence along the center of said road toward Du Bois Borough S 81° 15' E 4 6/100 Chains to a post thence along said road N 78° E 5 7/100 Chains to post thence along said road S 77° 15' E 3 9/100 Chain to a post on line of lands of Daniel O'Connell thence along said line S 44° W 24 5/100 Chains to a stone. and the North East Corner of Jonathan Reasoniger land thence along North line of Jonathan Reasonigers land N. 45° 30' W 23 1/10 Chain to a post Being the N W Corner of Reasonigers Land (or 25 acre tract) 11 43/100 Chains to a stone in the South west Corner of Reasonigers tract thence due W 5 9/100 Chains to post thence N 44° 39' W 28 Chains to post thence N 44° 39' W 28 Chains to post thence N 45° 21' E 3 3/100 Chains to post thence 44° 39' W 32 7/100 Chains to post and thence N 44° E 4 73/100 Chains. to a white Pine Stump a place of beginning Containing 398 and 65/100 Acres strict Measure and being a part of warrant No 5861. reserving thereout as per plot of said lands recorded in Deed Book No 66 Page 465 the following Lots heretofore sold out of the same. Nos 1, 2, 49, 50 Section "D" Nos 12, 13, 14 Section "L" No 45 Section "M" No 26 39, 40 42 43, 44, Section "P" Nos 22, 34, 38, 41, 42, 43, 49, 102, 95, 96. Section "O" Nos 86, 87, 88 108, 109, 110, 111, 120, 121 Section "A" No 106, 107, 113, 114, 115 in Section "B" No 49, 80, 90. in Section C, Nos, 25, 30, 31, 43, 44, 98 Section "B," Also reserving to Alfred Bell his heirs and assigns all the Coal and other minerals upon or under the same and being the same premises conveyed to me as receiver aforesaid from James E Long P S Weber, M W Wise and their wives by deed dated 2 Jany 1896 Sold on the 14th Day of Jan 1896 in pursuance of said decree per the undersigned

Thereof the part of said premises reserving as aforesaid ah prvale sale to Mrs McCaughth of the Borough of DuBois Pa. for the said sum of Nine Thousand Dollars Cash. Which Sale I pray may be confirmed by your said Court

Hugh McCullough
Receiver

By his Attys McEnally & McCandless

Now Jany 20 1896. The within return of sale read and confirmed absolutely and the within named Hugh McCullough Receiver is hereby authorized and directed to make Conveyance of the within described real estate in fee simple to the within named Mrs McCaughth Her Heirs and assigns upon payment of the purchase money within named

By the Court
Cyrus Gordon P.J.

Now 14 Feby 1896 Petitions of John McLeary, Edward Dougherty & Thomas Johnson & Adrian Selin filed praying the Court that a rule be granted on the said Hugh McCullough Receiver as aforesaid to appear in Your Honorable Court & show Cause if any he has why he should not forthwith pay to your Petitioners the same dividends upon their respective claims that he has paid to other Creditors and depositors of said Bank of DuBois

Now Feby 14 1896 Petition presented read and considered and a rule granted on Hugh McCullough Receiver as within prayed returnable Mch 2nd Court

By the Court
Cyrus Gordon

Now. 2nd March 1896 Answer of Hugh McCullough receiver filed
Now 14 Feby 1896 Served within Rule upon Hugh McCullough Receiver by handing him a true & attested Copy thereof and making Contents Known So ans

Frank Smith
Shff

Now 23d Jany 1896, The petition of Hugh McCullough, Receiver of said Bank respectfully represents:

That among the Assets of said Bank is the following real estate viz;

First: All that certain lot of ground situate in the Borough of DuBois. Pa bounded and described as follows, Viz: Beginning at a post at Long Street, thence South 55° West by residue of land of Long and Brady 143 feet to a post on an alley being common corner of land of Long and Brady, land formerly of H. Loeb and said lot. thence by land formerly of said Loeb 46½° East 144 feet to a post at Long street: thence by said Long street, South 37¾° East 22 feet to place of beginning. It being the same lot of land conveyed from the First National Bank of DuBois City to M. W. Wise, Cashier and Trustee for Stockholders of the said Bank of DuBois by Deed dated Oct 21st A. D. 1889, and the legal title to which lot is intended to be forthwith conveyed by said M. W. Wise, Cashier and Trustee to your petitioner.

Second: All the following described lots or peices of land situate in the Borough of DuBois aforesaid, which were conveyed to your petitioner, from H. Loeb et ux, by deed dated April 29th A. D. 1895, and recorded in said County, in Deed Book No 86 page 553 &c., in pursuance of the terms of settlement, duly authorized by said Court, of the claim of the said Bank of DuBois against said H. Loeb, Viz:

One thereof: Beginning at a post at lot No 12, thence by Valley street 66 feet to a post: thence by Jared street 103 feet to a post: thence by line at right angles to Jared street 90 feet more or less to a post: thence by lands of B. R & P. Ry Company 40 feet more or less to a post: thence by line of lot No 12, 40 feet to a post; thence still by line of lot No 12 100 feet to a post at Valley street, place of beginning. Being known as lots Nos 10 and 11 as per Stones addition to the Borough of DuBois.

Continued to page 76

May Term 1895

K and P.	Sidney Fuller		Bill in Equity. Praying the Court
6 April	- 3 -		FIRST That an injunction be issued now, to be perpetual hereafter, enjoining and restraining the said several Plaintiffs in Nos 296. 297. 298 299. 300. 302. 304, 330. 332. 333. 336. 337. 338. 339. 340. 348. and 349. May Term 1895. From issuing execution on the Judgments entered against your orator, until such time as his Application can be presented to the Court to have said Judgments opened and your orator letmits a defense, and the same can be heard by your Honorable Court
	Mrs. M. J. Leahy, M. J. Leahy, David McIntosh. N. D. Lose. Michael McDermott. Mrs. Adams Joseph Seyler. J. L. Seyler J. K. Seyler (trading as Joseph Seyler & Sons) J. Walt Miller, E. C. Fields (trading as Miller & Fields) J. L. Seyler. J. K. Seyler and O. M. Seyler (trading as J. L. Seyler & Bro.) A. D. McMinn. Benjamin Nelson, E. Prouty and Agnes Prouty (trading as W. B. Prouty & Co.) Sarah J. Davis, J. L. Seyler and O. M. Seyler (administrators of Jos Seyler deceased) and J. W. Corp. A. M. Seyler and O. M. Seyler (trading as Corp Seyler & Co.)		SECOND. That the plaintiffs in Nos. 301, 303. 331 401, 402 403. 404 405 406. 407. 408. 409. 410. 411. 412. 413. 414, 415. 416. 417. 418. 419. 420. 421. 422 423, 424, 472, 473. 474. 475 476. 477. 478. 479 481, 482. 483. 504, 505. 506 507. 517. 518. 562. 563. 364, 565. and 574 in which no Judgments have as yet been entered be enjoined and restrained from any further Proceedings thereon
			THIRD. That your Honorable Court will order said Judgments recited in Paragraph No 1 to be opened or stricken off and that the defendant be permitted to file his affidavit of defense thereto
			FOURTH That your Honorable Court will grant such other and further relief as your may see meet and as equity may require
			Now 6th April 1895 Bill presented and read and thereupon an injunction is issued preliminary now enjoining and restraining the plaintiffs in the Judgments in Paragraph No 1. of the Bill. from proceeding further to enforce the same this 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 the 17th Day of April 1895 at 10 o'clock A.M., Five days notice of the time and place of said hearing to be given the several Plaintiffs or their attorneys of record, together with a copy of this order, the injunction not to issue until Bond in One Thousand Dollars with two sureties be filed and approved by the Court
			By the Court Cyrus Gordon P.J.
			Now 6th April 1895 Bond filed in the sum of One Thousand Dollars with J. Taylor and D. Bell sureties and approved by the Court

Pro	Surgery	$2.50
Atty		3.00
Pro	Surgery	.50
"		1.00
"		1.25
"		.50
Shf	Smith	3.00
Pro	Surgery	.50
"	"	.50
"	"	1.00

May Term 1895

Now. 6th April 1895 Injunction issued

You are notified and required to cause an appearance to be entered for you in the within named Court, and file your answer to the bill of complaint within fifteen days after service hereof on you and to observe what the Court shall direct. You are also notified that if you fail to enter your appearance and file your answer within fifteen days you will be liable to have the bill taken pro confesso and a decree made against you in your absence

Witness our Hands at Clearfield this day of 1895

Now 9th April 1895. Service accepted for Mrs M J Leahy M J Leahy Davis McGuirk, H D Lose Michael McDermott. Wm Osburn. H S McMinn. Benjamin Nelson E Prouty Agnes Prouty (trading as M B Prouty & Co) & Sarah J. Davis among the defendants named herein and personal service of Injunction waived

Murray & Smith
Attys for said defendants

Now April 9th 1895 Service accepted for and personal service waived as to Joseph. Seyler & Sons. Miller & Shiels J L Seyler & Bro. J L Seyler & O M Seyler administrators and Corp Seyler & Co

Singleton Bell
Atty. for said defendants

This Bill in Equity returned

Now April 9th 1895 Service accepted on above bill in equity for the following named defendants, Mrs M J Leahy, M J Leahy Davis McGuirk H D Lose, Michael McDermott Wm Osborne H S McMinn Benjamin Nelson. E Prouty & Agnes Prouty trading as. M B. Prouty & Co and Sarah J Davis and further personal service waived by Murray and Smith attorneys for said defendants so and Frank Smith Sheriff

Now April 9th 1895 This writ returned service accepted for and personal service waived as to Joseph Seyler & Sons Miller and Shiels J Seyler & Bros J L Seyler & O M Seyler admrs and Corp Seyler & Co by Singleton Bell Attorney for said defendants so and

Frank Smith Sheriff

Now 19th April 1895 Plaintiff files petition to amend the record

Now 19th April 1895 Amendment allowed By the Court

Cyrus Gordon P.J.

Now 19th April 1895 By Paper filed I hereby appear Miller & Shiels Corp Seyler & Co Jos. Seyler & Son. J L Seyler & Bro. and J. L. Seyler & O M Seyler Adm. of Jos. Seyler Deceased. and Direct the Prothy to my appearance of Record

Singleton Bell
Solicitor for Defendants

Continued from page 7

of it to the petitioners. who were apparently children of testator's former wife. but was applying it to her own support and that of her own children (just as in this case it is alleged the widow is doing injustice to the older children by permitting the youngest to take the proceeds arising from the sale of the timber.)

Thorswood, J. says: "We must give the words of the Will a reasonable construction. He certainly never could have intended that in the support of herself and the support and education of his children she should be under the direction of his executors. They were not to have rule in the household - to direct how or where she should live — how the children should be fed and clothed - to what schools they should be sent. Undoubtedly he meant that as long as his family continued to live together she should preside as the mistress, and have the control of it herself. He had confidence in her that she would do her duty as a mother, and it does not appear that his confidence was misplaced. In the management of the property - the renting and other disposition of it - he considered that her sex and her household duties would, in a measure at least, incapaciate her, and he wills. therefore that as to that, she shall be under the direction of his executors. If we read the will as if these words "for her support and education of my children"; were in a parenthesis, this construction becomes very evident. These words created no trust then, either in the widow or the executors for the children xxx We think the words, which expressed the object for which the devise of the entire property was made to the wife for life, meant to repose that discretion in her, did not vest any present interest in the children as cestui-que-trust of any particular share or shares, and in that respect the principles of construction adopted in Pennock's Estate, 8 Harris 268, are applicable." "Mere precatory words, or words of command, or words of explanation, are not enough to establish an intention that is not to be gathered from a consideration of the operative words upon the face of a will. A Will provided as follows: "As to my worldly goods, after my just debts are paid, I give and bequeath to my beloved wife all my property, real and personal, for her support during her natural lifetime any remainder at her decease to be disposed of by her as she may think just and right among my children." Held, that the words of the will import an absolute gift, and give a fee with all its incidents, including the power to sell and the power to devise. The words referring to the remainder do not limit estate, as they are merely precatory."
Boyle vs Boyle et al., 152 Pa. 108

words in a will expressive of desire, recommendation and confidence, will not convert a devisee of an absolute gift into a trustee, unless it affirmatively appear they were intended to be imperative. Pennock's Estate 20 Pa. 268
Burt vs Herrons Exrs. 66 Pa. 400, Hopkins vs Glunt 111 Pa. 287
Bowlby vs Thunder 105 Pa. 173 Boyle vs Boyle et al 152 Pa. 108
In Cot vs Rogers, 77 Pa. 165. Mr Justice Williams, delivering opinion of Supreme Court, in construing a Will, says "The bequest is in these words. "And my wife is to have the whole of my personal property. to enable her to raise, support and provide for the younger part of my family as above stated, and at the death of my wife. what part of my personal property is then to be had shall be equally divided among my daughters." Under this provision she had the right to retain the personal property as legatee, because it was given to her by the Will. It was not given to her as trustee, for no trust is created by the Will. It was hers, as absolutely as if the motive inducing the gift or the purpose for which it was given had not been declared. It was hers without any liability to account to the children for the use she made of it." In the case of Good vs Fichthorn 144 Pa. 291. Mr Justice Williams

(Continued to page 25)

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delivering the opinion of the Supreme Court, says "The Will of Solomon Good gave his widow in the outset a fee simple in the land in suit. This would be clear enough from the devise to her, "as an absolute property," in the fourth clause; but as if to avoid any possible question on that point, the same clause vests her with "all the powers and rights" that testator himself possessed while living, and subsequent clauses declare she shall have the power to sell, and that the proceeds shall be her absolute property. Then follows the clause upon which the present contention arises: "Should my wife during her lifetime not consume or use all my property, real and personal, for her proper support, then I do hereby enjoin and direct her to make and publish her last will and testament, that after her decease all the rest and residue not consumed, used, or sold by her shall by divided," etc. Did this clause reduce the fee previously given to a life-estate as to the unconsumed residue? That such effect may be produced is admitted, but the presumption is against it. The rule is well expressed by Strong, J., in Sheets' Est., 52 Pa. 257, thus: "If a testator give an estate of inheritance, ... and in subsequent passages unequivocally shows that he means the devisee to take a lesser interest only, the prior gift is restricted accordingly." As it must unequivocally appear that the testator meant to limit the estate, it has been uniformly held that no merely precatory words will be sufficient. Thus, in Pennock's Est., 20 Pa. 268, Lowrie, J., speaking of the English rule, which was held not to be adopted here and to be fading away even in England, said: "If it can be implied from the words that a discription is left to withdraw any part of the subject of the devise from the object of the wish or request, or to apply it to the use of the devisee, no trust is created;" and again: "If she could thus use (consume or spend) it, she was no trustee in the eye of the law." The general rule was accordingly held in that case to be that words expressive of desire or recommendation will not convert a devise into a trust, unless it appear that the testator intended not to commit the estate to the devisee, or its ultimate disposal to his discretion. And in Burt vs Herron, 66 Pa. 400, it was held that, while words of request in a will are commands as to the direct disposition of the estate, yet they are not so as to limitations on previously granted estates, unless it appear affirmatively that they were intended to be imperative. "All expressions," says Sharswood, J., "indicative of a wish or will, are commands. It is different when, having made a disposition, he expresses a desire that the devisee should make a certain use of his bounty." See also Hopkins vs Glunt, 111 Pa. 287. The true test of the effect of language apparently at variance with other parts of the devise, is whether the intent is to give a smaller estate than the meaning of the words of the gift standing along would import, or to impose restraints upon the estate given. The former is always lawful and effective, the latter rarely, if ever; the first, because the testator's intention is the governing consideration in the construction and carrying out of a Will; the second, because even a clear intention of the testator cannot be permitted to contravene the settled rules of law by depriving any estate of its essential legal attributes." (The foregoing authorities sustain the position that the first clause of the devise being sufficient to pass the fee, the subsequent clauses limiting it to her widowhood, stating the purpose of the bequest, providing for advice and consent of executors, and for title vesting in children on her re-marriage, do not have the effect of cutting down and limiting it. See also, Snyder vs Baer, 144 Pa. 278 Hepperstall's Estate 144 Pa. 289 Cressler's Estate 161 Pa. 427 - Levy's Estate 153 Pa 174 Mercur's Estate 151 Pa. 49 Lininger's Appeal 110 Pa. 398 In a case of doubtful construction the law leans in favor of an absolute, rather than a defeasible estate, and considers the first rather than the second taker is the principal object of the testator's bounty. Smith's Appeal 23 Pa. 9 - Mickley's Appeal 92 Pa. 514; King vs Trick 135 Pa. 575; Stevenson vs Fox 125 Pa. 568. If there be a doubt as to the testator's intention, that doubt should be solved in favor of the widow's taking a fee, see 152 Pa. 109. A restraint on alienation during life after a fee is given is void. Nagle's Appeal 33 Pa. 89. Gratwick vs Proctor 48 Pa. 466 Williams vs Leach 8 Pa. 189. McWilliams vs Nisly 2 S. & R. 513 Entertaining the views therein expressed as to the title of the widow, it is not necessary to pass upon the question of jurisdiction, and it follows that the preliminary injunction must be dissolved which is accordingly done. By the Court

Cyrus Gordon P. J.

May Term 1895

Arnold	William H Cannon		Bill in Equity Praying the Court
17 April	4		FIRST=
	George H Wingert		That said George H Wingert be enjoined pre-
	Wm Wingert		liminary now, and perpetually hereafter from
			making a deed or deeds or agreement of sale
			or any other instrument intended to convey
			or encumbering the said land or any part there-
			of and also from signing issuing or delivering
			any bond, mortgage, note or other instrument
Pro	Gingery L.N.C.	2.50	by which said land may be encumbered
Atty		3.00	SECOND=
Pro	Gingery	.50	The said George H Wingert may be ordered and
"	Gingery	1.00	required to deliver up to your Honorable Court
"	Gingery	.50	the said deeds for the said land to the end
"	Gingery	1.25	that they may be cancelled made void and
Dft	Smith	$1.40	of no effect
Pro	Gingery	.50	THIRD=
"	"	50	That your Honor will grant such other
"	"	50	and further relief as to right and justice
"	Diss	25	may belong and as to your Honor may
			seem meet M. C. Arnold Solicitor

Now 17th April 1895 Plaintiff files affidavit with Praecipe book and the usual Notice to de-fendants to cause an appearance to be entered for them with fourteen days from date of service. or bill will be taken pro Confesso and Decree made against them in their absence

Now April 17 1895 upon the presentation of the foregoing Bill and in Consideration thereof it is adjudged and ordered and decreed that a Preliminary injunction be issued against the said George H Wingert enjoining and restraining him from making an agreement or deed, or any other instrument of Convey-ance for the sale of said described piece of land or any portion thereof and that he be and is hereby further restrained from signing delivering or issuing any bond, mortgage or note by which said lands or any portion there of may be encumbered until further order of Court

This Preliminary injunction to be taken as dissolved unless a motion to continue the cause be argued before the Court on the 10th day of May 1895 at the Court House in Clearfield Pa five days Notice of the time and place of hearing of said motion to-gether with a Copy of this order to be served on said defendant the usual bond of Five Thousand Dollars to be filed before injunc-tion issue

By the Court
Cyrus Gordon P.J.

Now 17th April 1895 Bond filed in the sum of $500. with W H. Cannon & William Osborne sureties
17th April 1895 Bond approved By the Court
Now 17th April 1895 Injunction issued

May Term 1895

Now April 17. 1895 Served the within writ of injunction and Copy of Bill in Equity upon Geo H Neigert & William Neigert by handing to each of them a true and attested Copy of each and making the Contents thereof known So answers
Frank Smith Sheriff

Now 22 April 1895. By Paper filed this day Prothonotary directed to enter appearance of Krebs & Patterson for defendants

Now 10 May 1895 the injunction and hearing in the above Case are hereby Continued until 10 June 1895 upon motion of McCarrell Atty for Plff upon due Cause being shown
By the Court
Cyrus Gordon P. J.

Now 17th January 1896 By Paper filed this day the Plff authorizing D. L. Krebs Esq. to discontinue this Case

And now 17 Jany 1896 By virtue of the authority to me directed I hereby discontinue the above Bill in Equity.
Danl L. Krebs Atty.

May Term 1895

	William H Cannon		Bill in Equity Praying the Court
17 April	-5-		FIRST That said Ellis Ai Nuigert be enjoined preliminary now and perpetually thereafter from making a deed or deeds or agreement of sale or any other instrument intended to convey or conveying for the said land or any part thereof and also from signing issuing or delivering any bond Mortgage note or other instrument by which said land may be incumbered
	Ellis Ai Nuigert and William Nuigert		SECOND= That said Ellis Ai Nuigert be required to deliver up to your Honorable Court the said deed for the said Land to the end that it may be Cancelled made void and of no effect
Pro	Sugery L N E.	$2.50	THIRD= That your Honor will grant such other and further relief as to right and Justice may belong and as to your Honor may seem meet
Atty		3.00	W. C. Arnold Solicitor
Pro	Sugery	.50	Plaintiff files affidavit with Praecipe Soon with usual notice to defendants that unless they cause an appearance to be entered for them within fourteen days from service they are liable to have Bill taken pro confesso and a decree made against them in their absence
"	Sugery	1.00	And Now April 17th 1895 upon presentation of the foregoing bill and in consideration had it is adjudged ordered and decreed that a preliminary injunction be issued against the said Ellis Ai Nuigert enjoining and restraining him from making any agreement or deed or any other instrument of Conveyance for the sale of said described piece of land or any portion thereof and that he be and is hereby further restrained from signing delivering or issuing any bond, mortgage or note by which said land or any portion thereof may be incumbered until further order of Court
"	Sugery	50	This Preliminary injunction to be taken as dissolved unless a motion
"	Sugery	1.25	to continue the same be argued before the Court on the 10th Day
Sff	Smith	8.40	of May 1895 at the Court House in Clearfield Pa. Five Days
"	Sugery	50	notice of the time and place of hearing of said motion together
Pro	"	50	with a copy of this order to be served on said defendant The
"	"	50	usual bond in $500 to be filed before the injunction issue
"	" Dies	25	By the Court Cyrus Gordon P.J.
			Now 17 April 1895 Bond filed in the sum of $500— with W H Cannon and William Osborne sureties
			Now 17 April 1895 Bond approved By the Court
			Now 17 April 1895 Injunction issued
			17 April 95. Served the within writ of Injunction and Copy of Bill in Equity upon William Nugent and Ellis Ai Nugent by handing to each of them a true and attested Copy thereof and making the contents known to answer Frank Smith Sheriff

By paper filed 29th April 1895. Prothonotary directed to enter appearance of Krebs & Patterson for defendants

Now May 10. 1895. the injunction and hearing in the above stated Case are hereby continued until June 10, 1895. upon motion of M.C. Arnold Atty for Plaintiff and upon due cause being shown

By the Court
Cyrus Gordon
P.J.

Now 17th January 1896. By Paper filed on Pltf authorizing D.L. Krebs Esq to discontinue this Case

And now 17th Jany 1896 By virtue of the authority to me directed I hereby enter a discontinuance of the above Bill in Equity.

Daniel L. Krebs. atty.

May Term 1895

Arnold. D B Abbott & Austin Blakeslee partners trading as Blakeslee & Abbott Plaintiff

1st April 6.

Mary J Fuller. Joseph P Gaylon & Sidney Fuller defendants

Bill in Equity. Praying the Court

FIRST

That said Mary J Fuller be enjoined preliminary now perpetually hereafter from making a deed or deeds or agreement of sale or any other instrument intended to convey or conveying for the said land or any part thereof and also from signing issuing or delivering any bond mortgage or note or other instrument by which said land may be encumbered.

SECOND

That said Joseph P Gaylon and Mary J Fuller may be required to deliver up to your Honorable Court their and each of their said Deeds for the said land to the end that they may be cancelled made void and of no effect

THIRD.

That your Honor will grant such other and further Relief as to right and Justice may belong and as to your Honor may seem meet

W. C. Arnold
Solicitor

Pro Gugery 2.50
Atty 3.00
Pro Gugery .50
" Gugery 1.00
" Gugery .50
" Gugery 1.25
Shff Smith 8.80
Pro Gugery .50
" " 50
" " 50
" " Dics 25

Plaintiff files affidavit with the usual Notice to defendants to cause an appearance to be entered for them within Fourteen days from service or Bill be taken pro. Confesso and Decree made against them in this absence

And Now 1st April 1895 upon presentation of the foregoing Bill and consideration had it is ordered adjudged and decreed that a preliminary injunction be issued against the said Mary J Fuller enjoining and restraining her from making any agreement or deed or any other instrument of Conveyance for the sale of said described piece of land or any portion thereof and that she the said is hereby restrained from signing delivering or issuing any bond mortgage or note by which said land or any portion there of may be encumbered until further order of the Court

This preliminary injunction to be as dissolved unless a motion to continue the same be argued before the Court on the 10th day of May 1895 at the Court House in Clearfield Pa. Five Days notice of the time and place of hearing of said Motion together with a copy of this order to be served on said defendant The usual Bond in the sum of $500.00 to be filed before injunction issue

By the Court
Cyrus Gordon P.J.

Now 1st April 1895. Bond filed in sum of $500. Abbott & Blakeslee Austin Blakeslee & Wm Osborn sureties

1st April 1895 Bond approved By the Court

Now 1st April 1895 Injunction issued

By paper filed dated 19 April 1895 Prothonotary directed to enter appearance of Krebs and Patterson for defendants

Now April 1st, 1895 Served the within writ of injunction and a Copy of Bill in Equity upon Mary J Fuller by handing her a true and attested copy of each and making the contents thereof known to her and upon Sidney Fuller by leaving a true and attested copy of each

May Term 1895

dt his dwelling house with an adult Member of his Family
and Now 18. April 1895. Serves Serves this writ of Injunction and Copy
of Bill in Equity on Joseph P Taylor by handing to him a true and dt
Copied Copy of each. And by Making the Contents thereof Known to him
& Answers.
Frank Smith Sheriff

Now 22 April 1895 Prothonotary directed to enter appearance of Krebs & Patterson
for defendants

Now May 10 1895 the injunction and hearing in the above stated
Case are hereby Continued until June 10 1895. upon Motion of N.C.
Arnold atty for Plaintiff and upon due Cause being Shown
By the Court
Agnos Gordon P.J.

Now 17th Jany 1896 By Praecipe this day sur
Plff authorizing D & L Krebs Esq to discontinue
this Case

And now 17th Jany 1896 By virtue of the authority to me directed I hereby discontinue the above Bill in Equity.
Danl L Krebs atty

May Term 1895

Arnold — D B Abbott & Austin Blakeslee partners trading as Blakeslee & Abbott

17 April — v

Sidney F Bell
Sidney Fuller

Pro Guigery 2.50
Atty 3.00
Pro Guigery .50
" Guigery 1.00
" Guigery .50
" Guigery 1.25
Sh Dmith 4.40
Pro Guigery .50
" " .50
" " .50
" " Dcs .25

Bill in Equity. Praying the Court

FIRST

That said Sidney F Bell be enjoined preliminary now perpetual hereafter from making a deed or deeds or agreement of sale or any other instrument intended to convey or conveying for the said land or any part thereof and also from signing issuing or delivering any bond mortgage note or other instrument by which said land may be encumbered.

SECOND

That said Sidney F Bell be required to deliver up to your Honorable Court the said deed for the said land to the end that it may be Cancelled made void and of no effect

THIRD

That your Honor will grant such other and further relief as to right and Justice may belong and as to your Honor may seem meet

The Plaintiff Files affidavit with the usual notice to defendants to cause an appearance to be entered for them within Fourteen days from time of service or Bill be taken Pro Confesso. and decree made against them in their absence

And now April 19" 1895 upon the foregoing Bill and Consideration had it is adjudged ordered and decreed that a preliminary injunction be issued against the said Sidney F Bell enjoining and restraining him from making any agreement or deed or any other instrument of Conveyance for the sale of said described piece of land or any portion thereof and that he be and is hereby further restrained from signing delivering or issuing any bond mortgage or note by which said land or any portion thereof may be incumbered until further order of the Court This Preliminary Injunction to be taken as dissolved unless a motion to continue the same be argued before the Court on the 10 th day of May 1895 at the Court House in Clearfield Pa / Five Days Notice of the time and place of hearing of said motion together with a copy of this order to be served on said defendant The usual Bond in $500 to be filed before this injunction issue By the Court

Ogden Gordon P.J.

Now 19" April 1895 Bond in sum of $500.00 Abbott & Blakeslee and Austin Blakeslee W H Cannon Sureties

Now 19 April 1895 Bond Approved By the Court

Now 19 April 1895 Injunction issued

By Paper Filed & Dated 19 April 1895 Prothonotary directed to enter appearance of Krebs & Patterson attorneys for defendants

Now 19 April 1895. Served within writ of Injunction upon Sidney F Bell by handing to him a true and attested Copy thereof and making the Contents known to him and upon Sidney Fuller by leaving a true and attested Copy thereof at his dwelling house

with an adult member of his family & so answers
Now 14 April 1895 serves the within Bill in Equity & Writ } Frank Smith Sheriff
upon Sidney D. Bell by handing to him a true and attested copy thereof
and making the contents known to him and upon Sidney Fuller by
leaving a true and attested copy thereof at his dwelling house with
an adult member of his family & so ans

Frank Smith Slf

Now 10 May 1895 the injunction and hearing in the above
stated case are hereby Continued until 10 June 1895 upon
Motion of M.C. Arnold. Atty for Plaintiff and upon due cause
being shown

By the Court
Agnes Gordon C.C.

Now 17 Jany 1896 By Paper filed this day see P.S.
authorizing D.L. Kelso Esq to discontinue the case

Ans now 17 Jany 1896. By virtue of the authority to me directed I hereby
discontinue the above Bill in Equity.

D.L. Kelso atty

May Term 1895

Arnold — William H Cannon

1st April — 8

Jno F Weigert and William Weigert

Bill in Equity. Praying the Court

FIRST-

That said Jno F Weigert be enjoined preliminary now and perpetually thereafter from making a deed or deeds or agreement of sale or any other instrument intended to convey or conveying for the said land or any part thereof and also from signing issuing or delivering any bond mortgage note or other instrument by which said lands may be encumbered

SECOND

That said John F Weigert be required to deliver up to Your Honorable Court the said deed for said land to the end that it may be cancelled made void and of no effect

THIRD

That your Honor will grant such other and further relief as to right and Justice may belong and as to your Honor may seem meet

W. C. Arnold Solicitor

Pro	Gregory L H C.	2.50
	Atty	3.00
Pro	Gregory	.50
"	Gregory	1.00
"	Gregory	.50
"	Gregory	1.25
Sff	Smith	8.40
Pro	Gregory	.50
"	"	.50
"	"	50
"	" Diss	25.

The Plaintiff files Affidavit with the usual notice to defendant to enter an appearance to be entered within Fourteen days from time of service or Bill be taken pro Confesso and decree made against them in their absence

And now 1st April upon the presentation of the foregoing Bill and on consideration thereof it is adjudged ordered and decreed that a preliminary injunction be issued against the said John F Weigert enjoining and restraining him from making any agreement deed or any other instrument of conveyance for the sale of said described piece of land or any portion thereof and that he be and is hereby further restrained from signing delivering or issuing any bond mortgage or note by which said land or any portion thereof may be encumbered until further order of the Court This preliminary injunction to be taken as dissolved unless a motion to continue the same be argued before the Court on the 10th day of May 1895 at the Court House in Clearfield Pa. Five days Notice of the time and place of hearing of said motion together with a copy of this order to be served on said defendant The usual bond in $500 to be filed before injunction issues

By the Court
Ogden Gordon PJ

Now 1st April 1895 Bond filed in the sum of $500 and approved by the Court W H Cannon & Wm Osborne sureties

Now 1st April 1895 Injunction issued

Now 1st April 1895 Served the within writ of injunction upon Wm Weigert by handing to him a true and attested copy thereof and making the contents known. and upon John F. Weigert by leaving a true and attested copy thereof at his dwelling house with an adult member of his family so answers

Frank Smith
Sheriff

May Term 1895

Now 14th April 1895 Served within writ upon William Nugent by handing to him a true and attested Copy thereof and making the Contents Known and upon John D. Nugent by leaving a true and attested Copy thereof at his dwelling house with an adult member of his family. Dd Answers — Isaac Smith Sheriff

Now 22 April 1895 By Paper Filed this day Prothonotary directed to enter appearance of Kebs and Patterson for Defendants

Now 10 May 1895 the injunction and hearing in the above case are hereby Continued until June 10th 1895 upon Motion of N. C. Arvola atty for Plaintiff and upon due Cause being shown By the Court

Cyrus Gordon PJ.

Now 17 Jany 1896 By Paper filed this day and Plff authorizing D L Kebs Esq to Discontinue this case

And now 17 Jany 1896 By virtue of the authority to me directed I hereby discontinue the above Bill in Equity.

Danl L Kebs. atty.

ALL PAGES

FROM

36 TO 38

ARE BLANK

AND NOT

SCANNED

Sept Term 1895

Sept Term 1895

C.S. McCormick — M. Ruslander

Bill in Equity. Praying the Court Finish= ... To order and decree that Partition of said lands be made so that the title to the Purparts shall vest and remain firm and stable in the parties respectively in severalty

Hagerty K & D. — M.Z. Sener

Second= That the Court appoint a master and commissioner to decide the partition of said lands, and tenements into four parts and to value the same and to ascertain the amounts that shall be charged thereupon for owelty and that the Court further proceed as provided by law to make complete partition of said lands between the Complainant and defendant

Pro Confessa		$2.50
Atty		3.00
Pro Confessa		1.50
"	"	50
"	"	50
"	"	2.50
		$12.50
Pffs. Bill		12.75

Third= That your oratorn may have such other and further relief in the premises as to the Court may seem meet

C.S. McCormick
Solicitor for Plaintiff

Recd 14 Dec 1895 of W.A. Hagerty Ch for Six 25/100 Dollars in full Costs in this Case
C.S. McCormick

Now 27 July 1895 Complainant files his affidavit with Prothonotary having the usual order for the defendants to cause his appearance to be entered and file his answer within fifteen days from the service thereof or to have the Bill taken Pro Confesso and a decree made in his absence

And now July 27 1895. The Bill in the above stated cause having been read and also the above petition and upon due consideration thereof had it is ordered and decreed that service of the said Bill be made on the defendant M.Z. Sener at Lancaster in the County of Lancaster Penna together with a copy of this order By the Court

Now Aug 10 1895. By paper filed this day W.A. Hagerty & Krebs & Pattison appear for M.Z. Sener defendant

Lancaster Co.
Andrew H Hershey — High Sheriff of Lancaster Co Pa being duly affirmed according to law deposes and says that on August 9th 1895 he served the within order Petition and Bill in Equity by giving true and attested Copies of the same to M.Z. Sener at the City of Lancaster Pa and making Contents thereof known to him

Andrew H Hershey
Sheriff

Affirmed & Subscribed before me this day of August 1895
A.C. Hynes. Prothy

By paper filed & dated 17 Sept 1895 C.S. McCormick atty for Complainant enters order that this Bill be taken Pro Confesso for default of an answer according to equity Rules

Sept Term 1895

And now 9th Nov AD 1895 the parties to this proceeding in Equity for partition between them of the premises particularly described in the Bill of Complaint came before the Court by their attorneys and agreed that the same be divided into two purparts as shown by the draft or plot attached as follows to wit:

Purpart-No 1- Being bounded and described as follows viz. Beginning on the South line of Long Avenue formerly Booth Street) in the Borough of Du Bois and at the Northwestern Corner of J H Seylers lot thence the Northeastern corner of the purpart thence by the south line of said Long Avenue thirty five feet and Six inches (35'6") to the center or middle line of the partition wall between the two middle rooms of the building now erected and occupying the premises described in the Bill of Complaint as Lot No 1. thence Southward through the said partition or division wall mentioned and by a line run through and along the center or middle thereof the whole length of the building and on to the line of Spruce Alley thence Eastward by Spruce Alley thirty five (35'6") feet 6 inches to Corner of Lot No 1 as mentioned in the Bill of Complaint and a common corner with land of J H Seyler thence Northwestwardly along line of J H Seylers Lot or land to Long Avenue and place of Beginning.

Purpart No 2- Being bounded and described as follows. Beginning at a point on the South side of Long Avenue in center or middle of division wall between the two middle rooms of the building mentioned in Purpart No 1 and being thirty five feet six inches (35'6") from the Northwestern Corner of J H Seylers lot thence along the South side of Long Avenue Thirty four feet six inches more or less (34'6") to corner of Mrs O'Hern lot (formerly Goodyear's Lot) thence Southward along line between Mrs. O'Hern and these premises to Spruce Alley thence Eastward along said alley to line of Purpart No 1 above described thence Northwardly along Purpart No 1 and through and by the center line of the division wall mentioned in Purpart No 1 to point on Long Avenue and place of Beginning. Also as part of purpart No 2 All that certain other lot bounded on the west by Franklin Street on the South by Lot No 146 on the East by an alley and on the North by Alley and known and designated as Lot No 145 in Rumbarger's addition of Du Bois Borough and having Sixty feet front on Franklin Street and extending back 150 feet and

And now therefore by the mutual consent and agreement of the parties who appear before the Court by their attorneys It is further adjudged ordered and decreed as follows to wit

That Purpart No 1 as above described be and is hereby awarded and allotted to M. Rylander subject however to the payment to W Z. Seven his heirs executors administrators or assigns of the sum of two hundred Dollars with interest from this date on or before the First day of December A D 1895

And it is further adjudged ordered and decreed that Purpart Number Two be and is hereby awarded and allotted to W. Z. Seven

And it is further ordered that the above allotment be and is hereby declared to be firm and stable forever with the same force and effect as if made upon the report of a Commissioner for that purpose appointed by the Court and decree made after report had thereon and it is further ordered that each party pay one half of the Costs

By the Court
Cyrus Gordon P J

14 Dec 1895 Received of M Rylander Two Hundred Dollars being the amount decreed by the Court to be paid in the above case. to W Z Seven by said M Rylander

H A Hoyt
Atty for W Z Seven

Sept Term 1895

W.S.	James M'Ewen for himself. Sophia M'Ewen. Sarah Roland on behalf of the Evangelical Church at Westover Pa Plaintiff		Bill in Equity= Praying the Court First= That the said Deed a Copy of which is hereto attached and made part of this may be reformed by striking out of the premises thereof the words. "In trust in the Evan" "gelical Association of North America and within" the Bounds of Pittsburg Conference of said Church" "and their duly Constituted successors and Trust-" -ees forever". And insert in lieu thereof the words "For the use of the Evangelical Church at Westover Pa and their successors forever"
13 Aug	—V—		Second= That the said deed may be further reformed by striking out from the habendum and tenendum clause thereof the words "By Ministry and membership of the Evan-" "gelical Association of North America with" "power to dispose of and convey the same sub-" "ject to the discipline, usage and ministerial" "appointments of said Church and Association" "as from time to time authorized and declar-" "ed by the General Conference of the said" "Association and the Annual Conference in whose" "bounds the said premises are situated" And insert in lieu thereof the words "By the" "Evangelical Congregation at Westover Pa and" "their successors forever"
	D.A. Riddle. Tate Allison and Bruce Laugill Trustees of the Evangelical Church at Westover and the Evangelical Association of North America defendants		Third= And such other and further relief as to the Court may seem proper as to Justice and equity may require,
Pro Cugery		*250	And they will ever Pray &c. James M'Ewen
Atty		3,00	Sophia M'Ewen
Pro Cugery		50	Sarah Roland
"	"	50	By their Attys Murray & Smith
"	"	50	
"	"	100	
"	"	150	
"	"	1.00	
"	"	150	
"	"	250	

Plaintiffs file their affidavit with the usual notice to defendants that rules absolute be filed & appearance be entered for them within fifteen days from service hereof Bill will be taken pro confesso and decree made against them in their absence

August 6" 1895. D.A. Riddle Tate Allison & B.S. Laugill accept service & Waive further service.

10 August 1895 Service of this Bill accepted for the Evangelical Association of North America with the understanding that the 15" day rule of Equity Practice or new Rule No in reference to answer shall not be insisted upon Krebs Patterson
for the Association

13 August 1895 Def's Statement & affidavit filed

Nov. 23 Oct 1896. Cross Bill filed & defendants answer

Cross Bill in Equity.
Praying for the following relief:

First.

That the Defendants W. A. Reisinger and J. W. Domer be enjoined by writ of preliminary injunction until final hearing and then after by writ of perpetual injunction from exercising or attempting to exercise the functions of Pastor and Presiding Elder respectively of said congregation at Westover, Clearfield County Pennsylvania, and from occupying the church edifice of said congregation and its pulpit as said Pastor and Presiding Elder, and from occupying or using said parsonage as a dwelling house or residence.

Second.

That the Defendants, their agents, attorneys and adherents, be enjoined by a preliminary, and thereafter by a perpetual writ of injunction from in any way interfering with the Plaintiffs S. M. Baumgardner, as Presiding Elder, and Rev. B. Hardy as Pastor, and Rev. T. Vargue as Assistant Pastor, and their successors in office, and in the free access by them and each of them in and to said Church and pulpit thereof, and with interfering with said Plaintiffs in the discharge by them or either of them of their duties as such Pastor and Presiding Elder, respectively in and about said Church edifice, and also that they be restrained and enjoined from interfering with them the said defendants and their successors in the free use and enjoyment of the parsonage building.

Third.

That said Defendants be enjoined from refusing to deliver to the Plaintiffs in this cross bill, or their duly appointed successors, the official records of said membership, the list of membership, register of deaths births and marriages, and the minute book of the Quarterly Conference.

Fourth.

That the Defendants may be adjudged and decreed to make compensation to the said congregation for the use rents and profits of the real and personal property of said congregation since October 1891 and that Defendants may account for all moneys by them received or collected for the Evangelical Association for missionary or other purposes.

Fifth.

That your Orators may have such further and other relief as to equity and justice belong.

Krebs & Paterson.
Edward B. Escher
Wm Ritchie.
Solicitors for Plaintiffs.

Now 23d Oct 1896 Service accepted for defendants and personal service waived.

Murray & Smith.
Attorneys for Defendants.

And now Jany 1897 By agreement of parties to the above stated bill and Cross Bill. a decree is entered as follows:

First, That the relief sought by the original Bill filed in the case is hereby refused and denied, and the title to the said premises in the bill is hereby declared to be in The Evangelical Association of North America.

Second: That the Defendants named in the Cross Bill to wit:

their successors, agents, attorneys, adherents
be and are hereby perpetually enjoined from in any way,
mode or method interfering with the plaintiff in said
Cross-Bill, namely S. M. Baumgardner, as presiding elder
and B. Hardy as Pastor and T. Vaughn as Assistant Pastor,
and their successors in their respective offices as Presiding
Elder and Pastors in the full complete and free access by
them and each of them in and to the church building and
pulpit thereof, and the hereditaments and premises thereto be-
longing or in any wise appertaining, and from in any wise
or manner interfering molesting or disturbing them or
either of them in the discharge or exercise of their respective
duties and functions as Presiding Elder, Pastor and Assistant
Pastor in said Church building and pulpit thereof or to any
part or parcel thereof.

Third: That the said defendants named in said cross bill
their agents, attorneys adherents and followers, be and are
hereby perpetually enjoined and restrained from interfering
with, hindering, obstructing and molesting the Plaintiffs
in said Cross-Bill, namely S. M. Baumgardner, Presiding
Elder, and B. Hardy as Pastor and T. Vaugn as Assistant Pastor
and their respective successors in offices and places of
position in the full complete and unmolested use, oc-
cupancy and enjoyment of the parsonage building men-
tioned in said cross bill, and belonging to the said
Evangelical Association of North America at Westover.

Fourth: That each party pay their own costs to the officers
of the Court, incurred in their respective Bills and Cross-Bills,
save and excepting that Plaintiff in the Cross Bill, shall
pay the sum of Nine and 30/100 dollars of Record costs and
the cost of entering this decree.

By the Court.
Cyrus Gordon, C. J.

ALL PAGES

FROM

45 TO 49

ARE BLANK

AND NOT

SCANNED

December Term 1895.

Wilson

Louisa Marshall

vs

Charles Marshall
W.L. Schindley
John H. Schindley
and
Frank Smith
High Sheriff of
Clearfield County
Defendants.

Bill in Equity — 2 September A.D. 1895 filed

First — That said W.L. Schindley & John Schindley and Charles Marshall & Frank Smith Sheriff be restrained by injunction temporary now & perpetual hereafter from selling the said within described personal property and the real Estate in the Writ mentioned hereto, and that all proceedings on said judgments, be stayed pending said injunction

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.

S.V. Wilson
Plaintiffs Atty

Injunction filed 2 September 1895.

Bond filed 2 Sept. 1895. In the sum of Five Hundred dollars with A.M. Brandon and Daniel Goodlander Sureties.

To the within named defendants, Charles Marshall W.L. Schindley; John Schindley, Frank Smith High Sheriff of Clearfield County — You are hereby notified and required to cause an appearance to be entered for you in the within named Court and file your answer to within bill of complaint within fifteen days after the same shall of anyone have and observe what the said Court shall direct — You are also notified — that if you fail to enter your appearance and file your answer within fifteen days bill taken pro Confesso and a decree made against you in your absence

S.V. Wilson
Atty for Plaintiff.

Pro Surgery.	1.25
Atty Paid S.V.W	3.00
Pro Surgery	.50
Sff Smith (G)	1.50
	2.00
	.25
	7.50

Recd 4 Sept 1895. of Chas Marshall. Costs in above Case
D. Surgery

Now Sept 4 1895 — This case adjusted settled & discontinued
S.V. Wilson Atty Plaintiff.

And now Sept 5th 1895. This Writ Returned by order of Plffs Attorney unexecuted — So Ans Frank Smith
Sheriff

December Term 1895.

Krebs & Paterson

A F Boynton, Samuel I. Bunge, W W. Betts, & L Reed, H A Kratzer. Dr J W. Potter, R H Shaw C. L. Schoonover, J. P. Heaver, L Bird, R H Thompson, J C. Gearhart Amos A Read, John M Chase, A C. Lansberry Joseph Shaw, C W Smith George S Hughes

No 2

The County of Clearfield and A E Woolridge, James M Read, & W. J. Ross Commissioners and the Central Penna Light and Powa Company of Clearfield Pa—

Bill in Equity Filed 7th Sept. 1895.

Relief prayed for—

Your complainants therefore pray your Honorable Court to grant relief as follows—

First. That an injunction issue Preliminary now and to be made perpetual hereafter enjoining and restraining the said A.E. Woolridge, James M Read and W.J. Ross, from signing and delivering and their Clerk George E Owens from affixing the seal of the County to a contract with the Central Penna Light and Power Company of Clearfield Pa for the lighting of the County House, as hereinbefore set forth—

Second— That if such contract as stated in the foregoing bill has already been executed, that an injunction may issue preliminary Now and to be made perpetual hereafter restraining and enjoining the said County Commissioners from paying any of the moneys collected from the tax payers of the County to the said Central Penna Light and Power Company, for any thing done or to be done in pursuance thereof until the legality of said Contract and the liability of the County thereon can be legally and Equitably determined—

Third. That if such contract as stated in the foregoing bill has already been executed and delivered that the said A E Woolridge, James M Read and W.J. Ross and the said Central Penna Light and Power Company be ordered and decreed to deliver up the same that it may be cancelled

Fourth. That your Honorable Court will Grant such other and further relief as to your Honor may seem meet and as justice and Equity may require— Krebs & Paterson

Atty for Complainants

We hereby certify that in our opinion this is a proper cause for a bill in Equity, and that there is no adequate remedy at law— Krebs & Paterson Attys

And We Certify that time has not been time for printing the bill before presentation. Krebs & Paterson Attys

And now to wit September 7th 1895— Bill read and thereupon it is ordered and decreed that an injunction preliminary now enjoining and restraining the said A.E. Woolridge James M. Reads and W.J. Ross, as County Commissioners from making and executing a deed to George E. Owens the said Clerk from affixing the County Seal to a contract with the Central Penna Light & Power Company of Clearfield Pa. for the lighting of the County House — And if said contract has already been executed and delivered, enjoining and restraining the said County Commissioners from paying any moneys to said Central Penna. Light & Power Co. out of the public funds on account of any done or to be done or by reason of said Contract. This 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 the 14th day of September A.D. 1895, at the hour of 10. o'clock A.M. A copy of this bill with a copy of this order with the time and place of hearing to be served upon the said defendants named in the bill to be served at Clearfield least five days before the time fixed for the hearing — And it is further ordered that the Complainants file a Bond in $500.00 with sufficient sureties approved by the Court before the Preliminary injunction shall issue —

By the Court

Cyrus Gordon P.J.

Pro Gregory or 250

Atty (ck 27) x $3.00

Pro Gregory or 50

" or 1.50

" " or .50

" " or 50

" " or 50

" " or 50

" " or 50

Shff Smith or 5.00

Pro Gregory or 50

" Gregory or 350

Deft's Bill — Pa L. & P. Co (ck 27) x 34.32

Deft's Bill — Co Comrs 15.00

Atty Drawing answer (Rec'd Atty Gen. answer) 10.00

Atty other services — 5.00

Printing Bill. Bill & Order (ck 27) x 10.00

Bill & Order 7 September 75.00

July 13: 1895 Rec'd of S.N. Thompson Body Warrant for $3.00 dollars being Deft's Bill for witness fee

Sept 7: 1895 Rec'd of Thompson $34.32 and allowed as amount in this bill

Sept 10 — Rec'd of S.N. Thompson $15.00 in full for Deft's Bill — Co Comrs

Sept 10 — Rec'd of S.N. Thompson $10.00 for Deft's Answer

Sept 11 — Rec'd of Thompson $5.00 for Atty's services in drawing Bill & Order

(S.N. Thompson)

Now 7. September 1895- Plaintiff files their Bond in the Sum of Five Hundred dollars with H.B. Powell and Thomas H Forcey as Sureties-

Now 7 Sept 1895 Affidavit as to Contract filed by H A Kratzer & George S Hughes

Now September 9th 1895, Served the within Writ of injunction upon A.E. Woolridge, James S Read & W.J. Ross within named County Commissioners & George E. Owens, their Clerk by handing to each of them a true and attested Copy of the within Writ of injunction and making the contents thereof Known to them- And Return this Writ Service accepted for the Central Penna- Light & Power Company of Clearfield Pa- by Murray & Smith Attys- for said Company-

So Ans- Frank D Smith Sheriff

Sworn to & Subscribed before me this 9th day of Sept- AD 1895
D.F. Gingery

Now 13 Sept 1895 Answer of Co. Comrs filed

Now 14 Sept 1895 Answer of Cen Pa Light & Power Co filed

By paper filed 14 Sept 1895 and dated same day: Krebs & Patterson Attys for the Plaintiffs and G.M. Bilger S.V. Wilson & Murray & Smith Counsel for defendants agree that the hearing on the rule fixed for 10 o'clock A.M. Saturday the 14 Sept 1895 be continued and that the witness be sworn and examined as upon final hearing and the cause disposed of as upon final hearing on the day and time to be fixed by the Court or agreed upon by the Counsel of record which shall be Friday the 20 Sept 1895 or sooner if Judge Barker can hear it on an earlier date

Complainants ask leave to amend the above Bill in following particulars- By adding as co defendants "Clearfield County Poor District" with notice to J Read, W J Ross and A E Woolridge Commissioners in the Caption of the bill as well as in the matters complained of and in the relief prayed for and that the Preliminary injunction issued and served in this case be amended to conform there to

Krebs & Patterson
for Complainants

20 Sept. 1895 Above Amendment allowed no objection to be argued

A V Barker
P.J. 47 Jud Dist
Specially Presiding

Now 20 Sept 1895. above cause being heard upon the testimony of witnesses and the argument of Counsel. The Honorable A V Barker specially presiding- the same was continued C.A.V.

Now 28 Sept 1895 Opinion of the Court filed the Preliminary injunction dissolved & Bill dismissed at Cost of the Plaintiff

Now 28 Jany 1899 Received of Geo S Hughes for Pf. the sum of One hundred & thirty 32/100 dollars above costs & distributed as follows- Pro. D. 11.00 Atty 3.00 Shff S. 5.00 Def Bill 34.32 Atty for answer 10.00 Atty drawing answer &c 15.00 Printing Bill 40.00 Copying Def Answer 10.00 10.32

Grant D. Thompson
Pro.

ALL PAGES

FROM

54 TO 57

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AND NOT

SCANNED

December Term 1895

Patterson

S. P. Stanley, D. Westover, Wm Durbin, D. B. Beyer, A. P. Stephens, W. L. Rhodes et. al. Citizens & Taxpayers of Ramey Borough

No 3

Jordan Fox, J M Evans Sol- McCully, Henry Mayhew, B. F. Algood E. C. Davis members of the School Board of the School district of Ramey Borough,

Bill in Equity. Praying the Court

First - The defendants Jordan Fox. J M Evans, Sol- McCully, Henry Mayhew, B. F. Algood, E C Davis - The School Board of Ramey district, be restrained by injunction, temporary now and perpetual hereafter (until such time as it shall be shown that the demands of the School district require otherwise) from taking appropriating and purchasing and paying for with the money of the said School district, the Acre of Ground Staked and Marked Off by them - On the lands of Beyers, and Jordan.

Second. - That the defendant be compelled to erect the New School Building, if in their Judgment a new building is necessary on the lots now owned by said Ramey School district situated on South side of Main Street,

Third. - That the defendants be enjoined from the needless extravagant and unnecessary expenditure of the Money of the School district of Ramey Borough in the purchase of Real Estate so long as they have Good and Suitable lots, Now Owned by them on which to erect their School buildings -

Fourth. - That the defendants be restrained from erecting a School building, on this lot, as staked and marked out by them on the lands of Beyers and Jordan

Fifth. - That your Orators have such other and further Relief in the premises as Justice and Equity may Regard And to your Honor, may Seem Meet and proper,

W. H. Patterson
Solicitor for Plaintiff

Printing Bill Sups Written 10.00 ✓
Atty Drawing Bill 15.00 ✓
Pfs Wit Fees 35.14 ✓
Proginquy ✓ $2.50 ✓
atty ✓ 3.00 ✓
Proginquy ✓ 1.50 ✓
Proginquy ✓ .50 ✓
Shff Smith (Receipt Payment W. C. Phillips) 12.50 ✓
Defts- drawing Answer 15.00 ✓
Defts Defts Error Bill Bill 40.00 ✓
" W H Curry 3.00 ✓
W P Harpster 2.00 ✓
Pro Guguy ✓ 1.50 ✓
" " ✓ .50 ✓
Deft Bill Costs 37.72 ✓
Pro Guguy ✓ 3.50 ✓
" " ✓ .60 ✓
" " ✓ 3.00 ✓
" " ✓ .60 ✓
" " ✓ 1.50 ✓
" " ✓ 1.00 ✓
" " ✓ 1.50 ✓

Clearfield County ss.

Personally appeared D. B. Beyer, who being duly sworn according to law says that the allegations contained in the foregoing bill so far as Stated from his own Knowledge is true, and so far as Stated from the injunction by others he believes to be true

D. B. Beyer

Sworn & Subscribed this 13. day of Sept. 1895
D. J. Guguy Proth

I certify that in my opinion the plaintiffs in the foregoing Bill in Equity do not have Adequate Remedy at hand for the matter Complained of. Also, that Plaintiffs have not had time to print Bill before asking for injunction -

W H Patterson - Solicitor for Plaintiff

Now, 13. Sept - 1895. In accordance with prayer of this bill a preliminary injunction is Granted restraining defendant from taking, appropriating, or purchasing for Revol purposes, the Acre of Ground Staked off by them on lands of Beyers and Jordan situated in Ramey Borough - That they be restrained from erecting any building for School purposes on said Acre of Ground which injunction shall be taken as dissolved unless a motion to continue the same be Argued before me on the 23 - day of Sept - 1895, at 11 Oclock A.M. Injunction Bond in $300.00 to be given with Security to be Approved -

By the Court
Cyrus Gordon P. J

Rec'd 14th March 1898, of W W Patterson $15.20 Being cost of suit in favor of D. J. Guguy

Now Sept- 15th 1895. Served the writ of injunction upon Sol- McCullough, J M Evans & B F Allgood by handing them each a true and attested copy thereof and making contents known and upon Jordan Fox by leaving at his dwelling house with an adult member of his family a true and attested copy - Also served bill in Equity in each case as above stated -

So Ans Frank Smith, Sheriff

By paper filed 23 Sept 1895. Oscar Mitchell and M J Shaw appear for Defts
23 Sept 1895 Defendants Answer filed

Now 23 Sept 1895. Above Case heard upon Testimony of Witnesses & Argument of Counsel before The Hon. Cyrus Gordon Presiding Judge

Now 28 Sept 1895 opinion of the Court filed. and preliminary injunction dissolved

20 Sept 1895 defendants enter rule to take depositions

4 July 1896 defendants answer do not free

December Term 1895

Mitchell Shaw
B.F. Chess-
1-31-1900

12 Oct

— 4 —

Mark Gardner Whittier

The Altoona and Phillipsburg Connecting Railroad Company.-

Bill in Equity- Filed 12 Oct 1895

Relief Prayed for

First= That the defendant Corporation its engineers Contractors employees and servants be restrained by injunction Temporary now and Perpetual hereafter from taking, appropriating and entering upon and constructing its railroad on land of the plaintiff or using or interfering with said land or any portion thereof until such time as said defendant shall make just compensation therefor or secure the same as is required by law

Second= That your orator have such other and further relief in the premises as Justice and equity may require and as to your Honorable Court may seem meet and proper

Oscar Mitchell
M. J. Shaw
Solicitors for Complainants

Pro Gregory L.W.E. 2.50
Atty Fee 20.00
Pro Gregory L.W.E. 1.50
" " L.W.E. .50
Thy Smith 7.20
Pro Gregory .50
" " L.W.E. .50
" " .50
Mitchell Bill 5.30
H.H. Curry 2.30
Pro Gregory L.W.E. .50
" " 1.00
Cert from Bowman 1.50
Pro Thompson .60
" " 1.50
Thy McCullough 1.50
" " .75
Pro Thompson 1.00
" .25
Atty on Aff. 15.00

Now 12 Dec 1901 Remitted by B.F. Chess Jamr 8/10 dollars Thy McC & my costs
Grant V. Thompson

Now 12th Oct 1895 In accordance with the Prayer of this Bill a preliminary injunction is granted restraining the defendant Company from taking appropriating or Constructing its railroad on the land of the Plaintiff or entering upon using or interfering with the lands of the Complainant or any portion thereof until such time as the said defendant Corporation shall make just compensation therefor or secure the same as is required by law which injunction shall be taken as dissolved unless a motion to Continue the same be argued before me on the 19th Day of October 1895 at 10.30 Oclock A.M. Injunction Bond $250 to be given with security to be approved by the Court

By the Court
Cyrus Gordon
P.J.

Plaintiff files usual affidavits & notice to defendants of granting of Preliminary Injunction & that they are required file Answers and cause an appearance to be entered within 15 Days from service hereof or that will be liable to have Bill taken Pro Confesso and a Decree made against them in their absence.

14 Oct 1895 McEnally & McCurdy Attys for defendants accept service & waive formalities

12 Oct 1895. Preliminary Injunction Issued

14 Oct 1895 Served the within writ of injunction upon Geo E Cole foreman of Construction N. H. Juloff Civil Engineer of road and upon all employees of said road by handing them each a true and attested copy and making contents known

So on oath answers

Frank Smith Sh

Now 15 Oct 1895 Leave granted Plaintiffs Attys to file Depos. on two days. Notice

By the Court

And Now 19 Oct 1895 The preliminary injunction in this case is Continued until First Monday Nov next at ten o'clock

By the Court

Received Clearfield Pa. Dec 12 1901 of O. Mitchell Forty Dollars & 75 cts dollars - costs as above
Except Atty Docket Dec 25 Court Remitts
1.37 1/2

B. F. Chase
Atty for Plff

December Term 1895

Now 4 Nov 1895 By Consent of Counsel the Court Continues the Preliminary injunction in this case and the time of Argument to dissolve the same until the First Monday of December Term next

By the Court

Cyrus Gordon P.J.

Nov 27 Dec 1895 Plff allg Entitled Rule to take Depositions in this Case on part of the Plff on 5 Days Notice. Mitchell & Thaw allys for Plaintiff

Nov 9 Janry 1896 Depo. filed By Plff

And now Janry 16 1896 This Cause Came on to be heard and after Argument it is ordered adjudged and decreed that the injunction heretofore issued in this Case be and the same is hereby made perpetual and it is directed to Continue until the defendant Company file a bond in the penal sum of One Hundred and Seventy five dollars with sureties to be approved by the Court Conditioned according to law for the payment of damages and upon the approval of the filing of such bond said injunction to be dissolved

By the Court

Cyrus Gordon P.J.

Nov. Sept 3. 1901. Petition filed. read and considered and thereupon a rule is granted upon the officers directors and employees of the Altoona & Philipsburg connecting Railroads or the Pittsburg Johnstown Ebensburg & Eastern Railroad Co. and all other persons or corporations who may be in any way violating the terms and conditions of the Injunction granted Jan. 16" 1896 as set forth in said petition to show cause why they should not be punished for contempt of Court by Attachment and pay the plaintiff her reasonable costs and charges including a counsel fee to her Atty as prayed for in said petition Ret first monday of November at 10 o'clock A.M.

By the Court.

Rule issued.

Sept 11" 1901 Accept service and waiving issue of rule for Pittsburg Johnstown Ebensburg & Eastern Railroad Co. also A P & B R Co. W. McCullough Sff

Or Argument List

ALL PAGES

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February Term 1896

Cole	C. D. Gray		Bill in Equity- Praying the Court First- That the defendant above named be restrained by injunction preliminary at first and perpetual hereafter from proceeding to collect said Judgment by process of execution pending settlement of said Estate by Arbitration Second. Such and further relief as to right and justice appertain A L Cole Solicitor for Pltff
30 Dec	- 1 -		
	Purnell Dale Mills		
	Pro Surgery By Atty	2.50	And now Dec 30 A D 1895 this case having been
	Atty	3.00	heard on Bill and affidavits on motion
	Pro Surgery	1.50	of A L. Cole for Plaintiff it is ordered and
	" "	50	decreed that a preliminary injunction
	" "	150	issue the necessary bond being therewith
	Sheff Smith	500	presented and approved this injunction is to
	Pro Surgery	50	be taken as dissolved unless a motion
	" Surgery	1.50	to continue the cause be argued before me
	" " 2 subs	1.80	on Tuesday Jany 10 1896 By the Court
	Sh Smith	6.00	Now 30 Dec 1895 Bond in the sum of $500 — C D Gray A. L. Cole, W. S. Kuan, sureties.
	Pro Surgery Argt	1.50	Plaintiff files affidavit with the usual notice to
	" "	50	defendant that unless Answer be filed appear-
	" "	.50	ance entered within 5 days from service hereof
	" "	.50	they will be liable to have bill taken Pro Confesso
	" "	50	thereupon made against them in their absence
	" "	2.50	30 Dec 1895 Writ of Injunction issued
	" "	1.00	Now 10 Jany 1896 By Papers filed W. C. Pentz Esq
	" "	1.50	appears for Defendant and directs his
			appearance entered of Record
			Now this writ returned Service accepted
			By W. C. Pentz Esq 30 ans. Frank Smith Shff
			Now 10 Jany 1896 Defendant ans. filed

And now 15th Jany 1896 Petition presented and read and it is thereupon ordered and leave granted Dr S. M. Free assignee of C D Gray to become a party of record to the proceedings and it is further ordered that the Preliminary injunction heretofore granted in Bills Nos 1. 2nd 3 Feby Term 1896 be continued until further order of the Court had thereon upon argument had to continue the cause before the Court at a time to be hereafter named And a Rule is granted on Platt Barber & Co, Purnell Dale Mills and U S Baking Co with notice to A L Cole as atty for Emanuel Gray to Show Cause why Dr S M Free Assignee of C D Gray should not sell the interest of the said C D Gray in said property in said Bills mentioned and bring the proceeds into the Court for distribution Returnable 1 Monday Feby 1896

By the Court
Cyrus Gordon
P J

18 Jany 1896 Service accepted for Platt Barber & Co. Purnell Dale & Co and U.S. Baking Co by W. C. Pentz atty Nov Jany 22 1896. Served within Rule upon A. L. Cole Esq by handing him a true and attested copy thereof and making contents known to ans.
Now 30th March 1896 answer of Frank Smith Shff of C. D. Gray to Rule filed
Now 3 Feby 1896 Rule to show cause why Dr. Free should not sell the property in dispute as Assignee, made absolute by consent of parties.

By the Court

February Term 1896

Now 25th May 1896 on Motion of W C. Peutz Solicitor for defend ants in above Case Rule is granted on Plaintiff to file his replication within ten days according to the rule of Court
By the Court.
25th May 1896 Rule issued & service accepted by A L Cole atty for Defts

27 May 1896 Replication filed
Now 28th of May on Motion of W C Peutz Solicitor for parties above interested the above cases are set for trial on the 27 day of July 1896 and 10 days notice of this order shall be given to the Counsel for the other side

Notice issued 13th July 1896 The Counsel as per order of Court.
Now 27th July 1896 This cause on Equity Trial list ~~and continued until the 1st Monday of October 1896 both parties~~ of the absence of D. L. Pebo.
By the Court.

February Term 1896

Cole	C.D. Gray		Bill in Equity - Praying the Court
			Decree that the defendant above named and
30 Dec	- 2 -		all other persons claiming under him in
			said Judgment be restrained by injunction pre-
	W.H.H. Baking		liminary now and to be made perpetual hereafter
	Co.		from proceeding to collect said Judgment
			pending settlement of said assigned estate
			by the assignee.
	Pro Surgery Bpalty	2.50	Second - Such and further relief as to
	Atty	3.00	right and Justice appertain. A.L. Cole Solicitor for Pff
	Pro Surgery	1.50	And now 30 Dec 1895 this cause came on to
	" "	50	be heard on bill and affidavits on Motion
	" "	150	of A.L. Cole atty for plaintiff & it is ordered and
	Chief Search	500	decreed that the preliminary injunction
	Pro Surgery	50	issue the proper security being therewith
	" Surgery	1.50	presented and approved this injunction
	" "	.50	to be taken as dissolved unless a motion
	" "	50	to continue the cause be argued before
	" "	50	me on Tuesday Jany 10" 1896
	" "	2.50	By the Court
	" "	1.00	Plaintiff files affidavit with usual notice
	" "	1.50	to defendant that unless answer be filed
			and appearance entered within 15 days
			from time of service. Bill may be taken
			Pro Confesso. & decree made in their ab-
			sence. Now 30 Dec 1895 Bond in $200 filed, C.D. Gray, A.L. Cole W.S. Speer sureties
			30 Dec 1895 Writ of Injunction issued
			Now 10 Jany 1896 By Paper filed W.C. Peelz Esq
			appears for Defendant & directs his appearance
			entered of Record
			This writ Returned Served accepted by
	See Order of Court 27 July 1896		W.C. Peelz Esq Do ans. Franck Smith Chief
			Now 10 Jany 1896 Defendant Answer filed
			Now 3. July 1896 Rule to show cause why Dft Free
			Assignee should not sell the property in dispute,
			made absolute by consent of parties.
			Now 25" May 1896. On Motion of W.C. Peelz
			Solicitor for defendants in above case
			Rule is granted on plaintiff to file
			his replication within ten days
			according to the rule of Court
			By the Court
			25 May Copies of Rule waived and
			service accepted by A.L. Cole
			27 May 1896 Replication filed
Now 25" May 1896 On			Motion of W.C. Peelz Solicitor for parties
above interested in			the above cause is set for trial
on the 3d 27			day of July 1896 and 10 days notice of
this order shall			be given to the Counsel for the other
side			
Motion issued 13"			July 1896 to Counsel as per order of Court.
Now 27" July 1896			This cause on Equity Trial list and continued
used to the 1" Monday			Oct. 1896 on account of the absence of D. L. Krebs.
			By the Court.

February Term 1896

February Term 1896

Cole	C. D Gray-		Bill in Equity Praying the Court
			first- That the said defendants above named
			be restrained by injunction Preliminary now
30 Dec	-3-		and Perpetual hereafter from proceeding
			to collect said Judgment by any process
	Platt Barber & Co		thereon pending the settlement of said
			Estate by the assignee
			Second Such other and further relief as
	Pro Forgery By Atty	2.50	to right and Justice appertain-
	Atty	3.00	A L Cole Solicitor for Pltff
	Pro Forgery	1.50	And now 30 Dec 1895 this Cause come on
	" "	50	to be heard on Bill affidavits on motion
	" "	1.50	of A L Cole Atty for Pltff it is ordered and
	Sheff Court	5.00	decreed that a Preliminary injunction
	Pro Forgery	50	issue the Proper bond being therefor and
	" "	50	approved this injunction to be taken as
	" Forgery	1.50	dissolved unless a motion to continue
	" "	60	the cause be argued before me on Friday
	" "	1.50	July 10 1896 By the Court
	" "	1.50	
	" "	.50	Plaintiff Pltff affidavit with usual notice
	" "	50	to defendants to Demure answer and plea
	" "	2.50	appearance within 15 Days from time of
	" "	1.00	Service or bill be taken pro confesso
	" "	1.50	decree made in their absence
			30 Dec 1895 Writ of Injunction issued
			Now 10 Jany 1896 By Paper filed W.C. Peelz-
			appears for Defendant & denies his appear
			ance & notice of Errors
			Now 2 Jany 1896 I return the writ duly
			accepted by W C Peelz Do ans. Brant Smith Sh'ff
			Now 10 Jany 1896 Defendant answer
			filed
	See Order of Court		10 Jany 1896 Supplemental answer filed
	#1 Feby 3 1896		Now 20th March 1896 Petition read and Rule granted
			on C. D. Gray and Emmet Gray to show cause why an
			Attachment should not issue &c.
			Returnable to April Argument Court.
			By the Court
			20th March Service waived by A L Cole. Atty.
			Now 3 Feby 1896 Rule to show cause why Dr. Frell
			Assignee, should not sell the property in dispute
			made absolute by consent of parties.
			Now 25 of May 1896 on motion of W C Peelz solic-
			itor for defendant in above case Rule
			is granted on Plaintiff to file his repli-
			cation within ten days according to the
			rule of Court By the Court
			25 May 1896 Service accepted & waiver
			of rule waiving by A L Cole Atty
			25 May 1896 Replication filed
			Now 25th May on motion of W C Peelz solicitor for
			parties interested in above case it is set for trial
			on the 3rd day of July 1896 and 10 days notice 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, and continued to the First Monday of October 1896, on account of the absence of D. L. Krebs.
By the Court.

Feby Term 1896

Pentz	Leroy Tompkins		Bill in Equity Praying the Court.
23 Jany	- 4 -		First - To direct specific performance of said Parol Contract made in the month of May 1888.
	Charles Schwem E W Schwem		Second That you will decree and direct that said Charles Schwem and E.W. Schwem shall make a deed of convey
	Pro Surgery By Atty	2.50	ance to convey said property to your
	Atty	3.00	Orator in pursuance of said Parol con
	Cond Sloppy (CK 628)	2.24	tract-
	Pro Surgery	.50	Third That you will grant such further
	" "	.50	equitable relief as your oration may
	" "	.25	require
	" "	1.00	
	" "	.50	Plaintiff files his affidavit with usual notice
	" "	.50	to defendant that unless an appearance
	" "	2.50	be entered or an answer filed within
	" "	1.00	fifteen days from service thereof. they will
	" "	1.75	be liable to Chancellor bill taken pro confesso
		16.24	and a decree made against them
	Reffo Bill Exceptions	23.75	in their absence
		3.00	Now 22 Jany 1896 Serves the within Bill on
	Pro Surgery	.60	Chas Schwem the within named defend-
	" "	1.50	ant by leaving with him a true and attested
	" "	1.00	Copy thereof at his dwelling house with
	Reffo Wm Pentz Surg Bill Exc	10.00.	an adult member of his family and
	" " " Interrogatories Exc	15.00.	on E W Schwem the other defendant by
	Pro Surgery c/o	5.36	giving him for true and attested Copy
	" "	.60	thereof and making contents thereof known
	" "	1.50	to him Sworn to on oath and M. J. Sloppy
	Reffo Deposition Exc	9.75	By Paper Filed 3 Feby 1896 time for filing
		85.29	answer enlarged ten Days
	Now 14 Feby 1896		Defendants answer filed
			Now 21" Feby 1896 By Paper filed this day
			A. L. Cole Esq appears for Defendant
			and requests his appearance entered of record
			Now 10" March 1896 Replication filed
			Now 25. of May 1896 on Motion of W Pentz
			Solicitor for parties above interested the
			above case are set for trial on 3rd July
			1896 - 10 Days notice of this order
			shall be given to the Counsel for the
			other side
			Notice 13" July 1896 Notice issued to Counsel as
			per order of Court.
			Now 27" July 1896 This cause on Equity trial
			list witnesses called, sworn and examined,
			Case heard by his Honor Judge ~~Tillinghast~~ pro tem
			Gordon P.J.
			Now 3" Sept 1896 Opinion of the Court filed
			It is ordered adjudged and decreed,

9" March 1897 Exceptions to costs filed

Amt Cost Brot down	85.29
Chf Justice Wm M	5.00
Pro Surgery	.50
	$90.79
Pro Surgery Argument list	1.50
" "	1.50

Rec'd Mar. 9. 1897 of J. Surgey. deed
Rec'd 6 Aug. 1897 as per order

Rec'd 12" Mar 1897 for case # 568 for $177.32
Now 17" May 1897 Exceptions Def. Deposition to cost filed and argued by Counsel
Exceptions overruled by Court
Now 19" May 1897 Exceptions argued by Counsel
Exceptions overruled
Appeal prayed to Supreme Court
On Argument list

First - That the parol contract made between Leroy Tompkins and Charles Schwem in March 1888 be specifically performed in accordance with the true intent and meaning thereof.

Second. That within thirty days from the filing hereof the defendants Charles Schwem and E. W. Schwem, make execute and deliver to Leroy Tompkins, the Plaintiff, a good and sufficient deed conveying to him his heirs and assigns, in fee simple, the premises in question, to wit:

All that certain lot or piece of ground situate in the Borough of DuBois Clearfield County, Pa. bounded and described as follows viz; Beginning at a post on East Washington Avenue at a corner of land of John McCurdy; thence by land of McCurdy South 52½° West 150 feet to an alley, thence by said alley North 37½° West 50 feet to a post: thence North 52½° East 54 feet to a post: thence South 40° East 22 feet to a post, thence by land of William Cayn North 41 3/4° East 100 feet to East Washington Avenue, thence by East Washington Avenue South 37½ East 40 feet to place of beginning.

And that they pay the costs of this proceeding.

Third. That upon the delivery of said deed said Leroy Tompkins pay as balance of purchase money the sum of Two hundred sixty eight and 13/100 dollars, as follows viz; To D. J. Gingery, Esq. Prothonotary of Clearfield County, the amount of costs of suit, and the balance thereof to E. W. Schwem, one of the Defendants.

By the Court.
Cyrus Gordon. P. J.

Now 24 Oct 1896 in accordance with the prayer of within petition a Rule is granted on defendant to show Cause why money should not be paid into Court why attachment for contempt should not issue against them for refusing to comply with decree and why writ of Sequestration should not issue Ret Firth Monday of Dec 1896 By the Court
Cyrus Gordon
P.J.

Cont'd ⅓

26" Oct Rule issued

Now 7 Jany 1897 Rule made absolute and Plaintiff permitted to pay money into Court. No Attachment or Writ of Sequestration to issue for 30 days from the date of this order. Notice to be given Defendants or their Attorney of this Order.

By the Court.
Cyrus Gordon. P. J.

(Conv'd Vol 4 C 73)

Rec'd 9th Jany 1897 of Thos. B. Lloyd. Check for Eight hundred Sixty $268.13/100 Dollars.

$268.13

D. Gingery

Now 22" Feby 1897 It appearing that the purchase money in this case was paid into Court prior to depositing of deed by Defendant, on motion of W C. Reutz, Rule is granted to show cause why the deed should not be delivered to Plaintiff. Returnable Second Monday of March next.

By the Court.
Cyrus Gordon. P. J.

22" Feby 1897 Service accepted by Col. Moon, Attys for Defendants

And Now 9th March A D 1897. On the hearing of the application to take out of Court the deed filed by deft it is ordered and decreed that the plaintiff have leave to receive from the Prothonotary said Deed. It is also ordered and decreed that the deft on this alty have leave to take out of Court the purchase money found due by the decree less legal costs accrued including costs on the petition to amend the decree

By the Court
Cyrus Gordon P.J.

February Term 1896

K.P.	Chest Township		Bill in Equity Praying the Court
			First. That an account may be taken
			under the direction of the Court between
28 Jany	5		the township of Chest and the Borough
			of Westown to ascertain and apportion
			all matters of indebtedness with regard
	Westown Boro		to said Road Fund and payment enforced
			of whatever balance may appear thereby
			to be due
	Pro Gregory	2.50	Second That such other and further
	Atty	3.00	relief may be granted as the Court
	Pro Gregory	.50	may deem just and equitable
	" "	.50	
	" "	1.00	Plaintiff files affidavit with the usual notice
	" "	1.50	to defendants that unless an appearance
	" "	5.00	be entered or answer filed within 5 days
	M.L. McQuown. Cert Recd Mar 3 '96	5.00	they will be liable to have Bill
	Cro Thompson	.60	taken pro confesso and a decree made against
	" "	1.50	them in their absence
	" "	.25	Now 19 Feby Defendants answer filed
	" "	.50	5th Feby 1896 The within Bill served upon
			me and service accepted personal ser-
			vice and reading of the Bill as requir-
			ed by Equity Rules is hereby waived
			James H Reese
			Atty for Westown Boro
			Now 4 May 1896. Plaintiffs supplication filed
			Now May 4th 1896. By paper filed this day
			W.C. Pentz is appointed Master & Accountant
			to state an account & state the indebted-
			ness and the division thereof make
			report to the court
			June 18th 1896 Masters Report filed exceptions noted
			" " " " and Exceptions & Remonstrance filed
			" " " Exceptions renewed as per endorsement on Report.
			" " " " overruled & Report of Master confirmed
			By the Court.
			Geo Gordon P.J.

Oct 29 1900 Recd all Costs of Pro Gregory By Fees of Chest Twp
J.W. Rhoads atty for Pro Gregory
Jno S Ritchie

30 Oct 1900 Recd of S.B. Kinsley 285 Pro Thompson and 35c docket ally fee
Frank H Thompson
Prothy

2 Nov 1900 Rec'd. Docket ally fee & 35c.
Kulp & Paxton Rec'r Orfc

The report of the Master & Referee in the above cause having been confirmed absolutely It is now further adjudged ordered & decreed that the Boro of Westown pay to the Twnship of Chest the sum of 925.15 with int from 18 June 1898 & in order to pay the said sum the council of the Boro of Westown are hereby authorized & required to levy & collect a special cash tax for that purpose said special tax not to exceed 5 mills in any one year & not less than 3 mills and not to continue for a period of more than 3 years The whole of said 925.15 with interest from 18 June 1898 to be paid within 3 years from date. It is further ordered that a copy of this decree be served upon the Pres of Town Council of Westown Borough & that the town council levy the special cash tax without further delay.

It is further adjudged ordered & decreed that the Supervisors of Chest Twp levy & collect a special cash tax of not exceeding 5 mills in any one year and not less than 3 mills and not to continue longer than 3 years to pay the indebtedness as shown by the report in the above case, namely 2239.00 being the amount to be paid by Twp of Chest & being the balance of the indebtedness of said Twp after deducting amount to be paid to the Twp by the Boro of Westown. It is further ordered that out of the first moneys received from the Boro or collected from the special cash tax the Supervisors draw their order on Dist Treas for the fee of W.C. Dist Master & for all other costs not already paid & It is further ordered that a copy of this decree be served on the Supervisors of Chest Twp. & that they levy said cash tax without further delay

By the Court.

Continued to page 92

Continued from 71 Nov 4 Febry Term 1896

Now 7 June 1898 Exceptions are withdrawn it appearing that the entire item in controversy was decidedly Pro. Later 7 June 1898 it appearing the above admission was made under misapprehension as to the action of Prothy in the matter of 9.71 no testimony being taken before Pro the matter is referred back to him for readjustment

By the Court.

The matter of the exceptions to costs in above stated case having been referred back to me for readjustment, I have appointed the 19th day of Dec 1898 at 9 oclock A.M. at my office as the time and place for hearing all matters concerning the same, at which time and place you may attend if to you it may seem proper.

D. J Gingery.
Prothy.

Served Dec 13th 1898. A.L. Cole.
Served Dec 14th 1898. W.C. Bentz.

Now 19th Dec 1898 Due notice having been given and service accepted by Atty for Exceptions and against Exceptions and time of hearing having arrived and neither the Excepstant or his Attorney appearing and no evidence being offered to sustain the Exceptions or legal reasons shown why they should be sustained, therefor the Exceptions are overruled.

D. J. Gingery Pro.

5th May 1899 Petition of Lillie & Lydia Shaw to open decree of Supt Now Apr. 27 1899 rule granted on Chest Twp and Westover Boro to show cause why the decree in this case should not be opened so as to allow petitioners of Lillie & Lydia Shaw to be presented for participation in said decree of adjustment of indebtedness between said districts for Bill of review for relief has stamped for Rule 1st monday of June 1899

By the Court.
Wm P Athys
J.P.

May 5th 1899 Service accepted for Chest. Twp
" " Service accepted for Westover Boro
Own Atty. list
Nov 1899 Answer of Chest. Twp filed

Recd Mar 29, 1900 of D Gingery Esq Clerk Nine dollars costs in above case in full no objection in exceptions
W.C. Bentz
Atty for Pltff

February Term 1896

K[ing]s P[ro]	Chest Township		Bill in Equity Praying the Court First- That an account may be taken under the direction of the Court between the Township of Chest Complainant and the Borough of Westown Respondent to ascertain and apportion all matters of indebtedness with regard to the indebtedness of the Poor District of Chest Township and payment enforced of whatever balance may thereby appear to be due
28 Jany	6		
	Westown Borough		
Pro	Surgery By P[ltf]	2.50	
Atty		3.00	
Pro	Surgery	.50	Second- That such other and further
"	" By P[ltf]	.50	relief may be granted as the Court
"	" P[ltf]	1.00	may deem Just and equitable
"	" W.E.	7.50	
"	"	5.00	Plaintiff files affidavit with the usual notice to
"	"	3.00	defendants that unless they cause an appear-
"	Thompson By Pltf	.50	ance to be entered within 15 days they are liable to have bill taken pro Confesso and decree made against them in their absence
			Now 19 Feby 1896 Defendants answer filed
			5 Feby 1896 the within Bill served on one and Service accepted personally and waiving of Bills as required by Equity Rules admitted James A Kelly Atty for Westown Boro
			Now 4 May 1896 Plaintiff replication filed
			Now 4 May 1896 By Paper filed this day H. C. Peetz Esq is appointed Master to take account to take the testimony state an account of the indebtedness and the division thereof and make report to the Court
Masters Report			filed 21 Sept 1897 —

The Master appointed by your Honorable Court, to investigate the matters and things referred to him and to apportion the indebtedness existing between the plaintiffs and Defendants, respectfully reports — That after having given due and legal notice by publication in the "Aftonians Journal" and the "Times Spirit" for three weeks prior to the sitting of your master & F's your master met the parties interested and continued said sitting from time to time by proper adjournments until the 16th of June 1897 - From the Evidence produced before your master it appears that the Borough of Westown was incorporated under a decree of the Court of Quarter Sessions of Overfield County on the 6th Day of Sept 1895, that the School District of said Borough was part of the Township of Chest, the plaintiff in this case, that at the time of the incorporation of the said Borough the total amount of the assessment of the said Township as based on the apportionment of the debt and assets as provided by the Act of June 12th 1878 and as agreed upon by Counsel

for Plaintiffs and Defendants – was.—
Real Estate ——— $254,639.
Personal Estate ——— 48.839 $303.478

That the assessment upon the property liable for taxation within the limits of the Borough of Westover was
Real Estate ——— $107.729
Personal Estate ——— 15.739 $117.968

Leaving as taxable property in the Township of Clark $185.510

" "

* * * * Your Master thereupon submits the following Statement made from the Offers of evidence as will appear by the Notes of testimony thereunto filed &
Entire Ded. of Clark Township
as shown by the offers of
testimony pages 1 to 9 Inc. ——— $1364.45
Poor Duplicate in hands of
A Simms Collector for '94 from $353.60
which must be deducted the
following items to wit
Exoneration $9.22
" 9.4
Rebate 7.18
Percentage 15.61 32.95 $320.65
A Simms in account with Clark
Twp as Collector in the year 1895
to amount of Duplicate $324.00
from which must be deducted
the following items to wit
Exoneration $3.72
Rebate 9.46
Percentage 140.2 $29.20 296.80
Amount Received from County Treasurer
unexpended, tax. 1894 and 1895 35.46
Amount Received from County Treasurer
unexpended tax 1894 and 1895 — $155.95 $508.86
Leaving amount of Debt of
Poor District ——— $555.59

* * * * * * * ———
Total amount of the Debt of the Poor District
of Clark Township on 1st. Jany 1896 $555.59
One Half of Cost of advertising in the
Rahway and Journal and Public Spirit 5.00
H B Gavin Stenographic testimony in this Case 3.00
" " " One Half Day taking Testimony 5.00
D J. Grigg Photographs &c 15.00
Jo Masters Fee 50.00
Total ——— $633.59

Continued to Page 91

William Wingert

21

L A. Brady, M. W Wise P. S. Weber, C. C. Hindman, Jas. E. Lang.

Continued from page 18.

No 2. May Term 1895.

One other thereof. Beginning at Valley street at corner of lot formerly owned by W. N. Brothers; thence by said street South 38½° West 40 feet to a post; thence by lands of B. R+ P. Ry Company South 27½° West 100 feet to a post: thence by lot of W. N. Brothers South 38½° East 40 feet to a post: thence by lands of the same North 27½° East 100 feet to a post at place of beginning.

One other thereof: Beginning at a corner of lot of Henry Foringer, thence West along the line of said lot 140 feet to an alley: thence North along the said alley 50 feet to a post: thence East along the line of lot now owned by Lewis Pennel 140 feet to a post on Jared street: thence South along Jared street 50 feet to a post at place of beginning.

One other thereof: Beginning at a corner of Jared and Valley street, thence by Jared street 80 feet to a post: thence by lands of which this is a part West 140 feet to an alley. thence by said alley to Valley street: thence by said street 150 feet to Jared street and place of beginning.

One other thereof: Beginning at a post at Lot No 10 on Jared street, thence by that part of Jared street that runs toward Brady Avenue 28 feet to a post: thence by Lot No 8- 68 feet to a post at land of B. R + P. Ry Company: thence by lands of said Railway Company 75 feet to a post at other lands of said Railway Company, originally Waynes land, thence by said Wayne Tract 8 feet to a post at place of beginning. And known in Stones addition to the Borough as lot No 9.

One other thereof: Beginning at a post at Corner of lot formerly owned by Henry Foringer on Jared street, thence by Jared street North 31° East 50 feet to a post at lot of George Wingert: thence along the line of lot of George Wingert 140 feet to a post at an alley thence along said alley South 31° W 50 feet to a post at lot formerly owned by Henry Foringer: thence along the line of said lot of Henry Foringer 140 feet to a post at Jared street and place of beginning Containing 7000 square feet and known in J. B. Evans addition to D. Bois as lot No 49.

The other thereof: Beginning at a post at corner of Jared and Valley streets, thence along Jared street 106 feet to a post thence still by Jared street 38 feet more or less to a post at the corner of lot of J. D. Miller: thence by line of J. D. Miller lot 68 feet more or less to line of lands of B. R and P. Ry Company: thence by line of said Railway Company lands 107 feet more or less to a post: thence still by lands of said Railway Company 134 feet more or less to Valley street: thence by Valley street 107 feet more or less to a post at place of beginning

Third: All the following described peices or parcels of land which became vested in your petitioner by virtue of his purchase thereof respectively under Execution process on the same issued by him on judgments held by said Bank of DuBois, or by your petitioner as receiver thereof, against sundry debtors of said Bank, Viz:

One thereof: being all that certain piece of land situate in the Borough of DuBois aforesaid, described as follows, Viz: On the South by Washington Avenue, on the East by land of W. S. Patton, on the North by an Alley, and on the West by lands of P. M. Bayles, C. A. Reed and Mrs. D. S. Byrer and being 30 feet wide by 150 feet deep. It being the same lot of ground taken in execution at the suit of said Bank of DuBois as the property of one A. J. Lesher by Frank Smith, High Sheriff of said County, and sold by said Sheriff to your petitioner, and conveyed to him by his deed poll dated Sept 4th A. D. 1865 duly acknowledged and entered in Sheriffs Deed Book No 1 page 76 and intended to be

to be forthwith recorded

One other thereof, situate in Knox and Rose Townships, Jefferson County, Penn, described as follows, viz. Beginning at a post in center of Five Mile Run on North side of Five Mile Run bridge: thence South 89° East 78 24/100 perches to a post: thence South 1° East by lands of Reese 196 72/100 perches to a post: thence South 89° 35" East 105 4/10 perches to South bank of Swamp Run to a rock: thence 15" West, 63 69/100 perches to a post: thence South 89° 45" West by lands of Daniel Burns 123 1/100 perches to a post in the Knoxville and Brookville public road: thence South 30° 30" West along said road by lands of W. W. Richards 34 54/100 perches: thence South 30° West along said road 14 47/100 perches to a post: thence South 9° West, along said road and lands of T. S. Hull 12 85/100 perches to a post thence South 20° 15" West along said road and lands of John Davis 54 36/100 perches to a post: thence South 36° East, crossing said road by lands of Jerry Johns 30 6/10 perches to a post: thence South 44° 30" West by lands of said Johns 28 15/100 perches to a post on line of Miller lot: thence South 55° West by Miller lot 16 perches to a post: thence South 35° West along line of Miller lots and land of Jerry Johns crossing public road 34 66/100 perches to a post on line of John Davis lands. thence South 35° West by lands of John Davis 5 perches to a post in Fivemile Run road: thence South 50° West along centre of said road and lands of Davis 25 perches to a post: thence South 27° 30" East by lands of John Davis 34 34/100 perches to a post: thence South 63° East by lands of Davis 1 perch to a post thence South 28° East by lands of Davis 50 9/10 perches to a post on lands of T. S. Hall: thence South 9° 27" West by lands of Hall, 130 6/10 perches to a Chestnut at corner of G. W Richards land: thence South by lands of Richards, P. M Wedding and S. Delp 289 1/100 perches to a post: thence South 89° 30" West by lands of William Miller 105 33/100 perches to a post, Northeast corner of Isaac Allshouse lands: thence West by lands of Allshouse 52 91/100 perches to a post on East bank of Five Mile Run: thence in a Southerly direction by bank of said Run and lands of said Allshouse 225 24/100 perches to a post in road thence South 78° East along said road by lands of Allshouse about 13 24/100 perches to a post in road: thence East by road 8 perches to post in road at intersection of Five Mile Run road: thence South 66° East along said road 22 42/100 perches to a post: thence East 28 perches by road and lands of Allshouse to a pine stump on line of S. A. Hunter land: thence South 34" West by lands of Hunter 101 66/100 perches to a white pine down, corner of lands of Hunter: thence South 89° 22" East by land of Hunter 54 54/100 perches to post corner of Jacob Thompson land: thence South 53° 26" West by land of Thompson 121 8/10 perches to a Hemlock stump corner of land of George Barnett: thence West by land of Barnett 56 5/10 perches to West Bank of Five Mile Run to lands of John Campbell. thence down along the bank of said Run 74 3/10 perches to a post: thence South 1° and 30" East, crossing said Run by lands of A. J. Smathers 67 15/100 perches to West bank of said run; thence along said West bank by lands of W. V. Allshouse 98 45/100 perches to a post in road: thence along said West bank by lands of said Allshouse, H. Allshouse, 171 14/100 perches to a post on West bank of Run: thence along said West bank by lands of said Allshouse, C. Allshouse, Osborn, D. McBrier and Frank Johns, 424 85/100 perches to Southeast corner of Frank Johns: thence West by land of Frank Johns 76 75/100 perches to a post to corner of Philip Crate land: thence South 30" East by land of Crate and T. Ralph, 121 63/100 perches to a post on line of J. R. Burgoon land: thence South 89° 30" East by land of said Burgoon 47 70/100 perches to a post: thence South 55° East by land of Burgoon and Hinderliter 41 perches to a post at South east corner of John Smiths land: thence South 73° 54" East by lands of Smith 35 perches to a stump: thence South 83° East by land of Joseph Yeomans about 27 perches to a post on West bank of Five Mile Run: thence down West bank of said Run by lands of Yeomans 129 perches to South corner of Yeomans land: thence down West bank of Run South 26° East by lands of Smith and Adams lot: 34 15/100 perches to post at Southeast corner of Adams lot: thence down West bank of Five Mile Run its several courses and distances to Sandy Lick Creek: thence crossing said Run to post on East bank of said Run: thence up East bank of said Run its

several courses and distances to a post on East bank of Five Mile Run bridge: thence to a post the place of beginning: containing 700 acres, more or less. Reserving the Courtes lot, H. Fritz lot and James Wallace lot heretofore sold out of the same. It being the same premises, taken in execution at the suit of said Hugh McCullough, Receiver, Assignee, as the property of one P. D. Taylor by David G. Gourley, High Sheriff of Jefferson County aforesaid, and sold by said last named Sheriff to your petitioner, and conveyed to him by his deed-poll dated December 12th A.D. 1895, and recorded in Jefferson County aforesaid in Deed Book No 75 page 208 &c—.

The other thereof; being the undivided one-half part of all that certain parcel of land situate in the Borough of Brookville, Jefferson County aforesaid described as follows, viz: Beginning at a Birch, South East corner of Warrant No 394: thence South 65° West 110 perches to a post: thence West 10 perches to a Hemlock: thence South 34° West, 40 perches to a Maple: thence South 27° East 10 perches to a Hemlock: thence South 80° West 73 perches to a post: thence South 23¼° West, 40 6/10 perches to a post: thence South 60° East 27 88/100 perches to a post: thence South 24½° West 9 feet to a post: thence South 60° East, 10 24/100 to a post: thence South 21½° West 10 48/100 perches to a post: thence South 66¾° East, 35 2/10 perches to a Maple: thence South 53° East 24 perches, crossing Sandy Lick Creek to a post: thence South 36° East, 24 perches to a post: thence South 6½° East 39 perches to a post: thence South 4° West 22 perches to a post: thence South 80° East, crossing Sandy Lick Creek 20 perches to a post: thence South 41° East 11 perches to a post: thence along Litch Brothers land South 38 perches to a Pine: thence South 73° East 75 perches to a Sarvisberry: thence South 4° East, 168 perches to the place of beginning. Containing 145 Acres more or less. Consisting in part of all those certain town lots, Purparts, and pieces or parcels of land designated and numbered in Taylor and Longs Addition to the Borough of Brookville as follows, to wit: Town lots numbered 12, 13, 14, 22. 23. 24. 25 26 27. 28. 29 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 51. 52. 53. 57. 58 59. 60. 61. 62 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 84. 85. 86. 87 88. 89. 90. 91. 92. 93. 94. 95. 96 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 112. 113. 114 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134 135. 136 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156 157. 158. 160. 161. 162. 163. 164. 165. 167. 168. 169. 170. 171. 172. 174 175. 178. 179. 180. 186. 188. 192. 193. 194. 211. 214. 216. 227. 228. 230. 232 233. 238 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 256. 257. 258 259. 274. 275. 278. 279. 281. 282. 283. 284. 288. ½ of 289. ½ of 292. 297. 298. 299. 300 301. 302 304. 305. 306 307. 308 309. 310. 231. 83. 166. 196. 213. 217. 264. 280. 291. Also purparts B. C. D. E. F. G. H. I. J. K. L. M. N. and O.

Excepting and reserving all the lots, pieces, and parcels of land heretofore accepted and reserved in a certain deed from P. D. Taylor and wife, to James E. Long, dated March 8th A.D. 1886, recorded in Deed Book 51 page 252 &c. Also excepting and reserving three certain pieces of land conveyed to the Allegheny Valley Railroad Company, by deed dated 14th day of April A.D. 1887, and recorded in Deed Book 53 page 1 &c. Also excepting and reserving 3 98/100 Acres granted and conveyed to the Pennsylvania Memorial Home, by deed dated 24th Jany A. D. 1890, recorded in deed book 57 page 646 &c. Also excepting and reserving town lots numbered 54. 55. 56. 109. 110. 111. 173. 176. 177. 181. 182. 183. 184. 185. 187. 189. 190. 191. 195. 197. 198. 200. 201. 202. 203. 204. 206. 207. 208. 209. 210. 212. 215. 218. 219. 220. 221. 222. 223. 224 225. 226. 229. 235. 236. 237. 239. 254. 255. 260. 262. 263. 265. 266. 267. 268. 269. 270 271. 272. 273. 276. 277. 285. 286. 287. ½ of 289. 290. ½ of 292. 293. 294. 295. 296,

Also lot No 159 sold to George W Richards, lot No 261 sold to A. D. Deemer. Purpart O, sold to H. H. Brosius. lot No 303 sold to Alexander C. White, Purpart A.

sold to A D Deemer and 15300 square feet sold to Allegheny Valley Railway.
It being the same premises taken in execution at the suit of said Hugh McCullough, Receiver, Assignee, as the property of one P D. Taylor by David G. Gourley, High Sheriff aforesaid, and sold by said Sheriff to your petitioner, and conveyed to him by his deed-poll dated September 6th A.D. 1895, and recorded in Jefferson County aforesaid, in Deed Book No 75 Page 99 &c.

Fourth: All the following pieces or parcels of land, which pursuant to a recent settlement made between creditors and the stockholders of the said Bank of DuBois (in which settlement your petitioner, under the order of your said Court united) were conveyed by sundry of the stockholders to your petitioner, in trust to apply the same in the liquidation of the debts of said Bank, viz:

All that the undivided one-half part of that certain lot of ground situate in the Borough of DuBois aforesaid, described as follows:

Viz: Beginning at the corner of Long and Courtney streets: thence along line of Courtney street 152½ feet to an alley: thence West along said alley 63½ feet to a post: thence in a Northerly direction, along lot (formerly of Wm. Speer) 152 feet to a post on Long street: thence in an Easterly direction along said Long street 63½ feet to post and corner of Long and Courtney street and place of beginning. Reserving and excepting thereout and therefrom a strip on the West side, fronting 22 feet on Long street and terminating in an acute angle on the alley in the rear, this part reserved being the same premises sold and conveyed to the First National Bank of DuBois, by L. P. Leeley, James E. Long and Lewis A. Brady, by deed dated 30th Sept 1884. It being the same premises conveyed from James E. Long one of said stockholders et al, to your petitioner, by deed dated December 28th 1895, intended to be forthwith recorded.

Also all those certain lots situate in said Borough of DuBois, described as follows, viz: Being a part of Longs Addition to the Borough of DuBois, and being respectively numbered as Lots Numbers 166. 167. 168. 169. each of which lots front on Stockdale Avenue or street, and being 50 feet front and extending back 142 feet to an alley: except No 169 which has a frontage of 35 feet on Stockdale street, extending back 142 feet to an alley, and a breadth on the alley of 22 feet.

Also lots numbered 170. 171 197. 198 and 199 - the last five mentioned lots being 50 feet each front on Fairview Avenue and extending to an alley a distance of over 200 feet.

And being the same premises conveyed from said James E. Long and Lewis A Brady another of said stockholders, and their wives to your petitioner by deed dated December 26th 1895, intended to be forthwith recorded.

Also the undivided one-half part of those certain lots or parcels of land situate in said Borough of DuBois, described as follows, Viz; One thereof beginning at a corner of William and Courtney streets thence South along Courtney street 67° 15" West 74 feet to a post: thence along division line between this and adjoining lot, South 38° 7" West 98 feet to a post: thence South 67° 15" West 28 9 1/10 feet to a post: thence South 37° 49" West, 15 2/10 feet more or less to a post corner: thence South 52° 11" East 100 feet to a post on line of William street: thence along line of William South 37° 49" East 140 feet to a post corner at intersection of lines of William and Courtney street at place of beginning.

Also the undivided half interest in two parcels of ground situate as aforesaid and bounded and described as follows, Viz: One thereof, Beginning at a post corner on Main street: thence South along Main street 103 feet to corner of lot No 46: thence West on line between lots Nos 45 and 46 190 feet to Shaffer alley: thence along Shaffer alley 37 feet to post corner of lots Nos 45 and 44: thence along line between Lots Nos 45 and 44, 180 feet to post corner and place of beginning, being lot No 45 in Rumbargers Addition to DuBois Boro. The other beginning at a post corner in line of Main street and Long street (formerly Booth street): thence along Long street 180 feet to Shaffer alley: thence along Shaffer alley 28½ feet to post corner: thence along line

between Lots Nos 45 and 44, 180 feet to post corner and place of beginning, being lot No 45 in Rennbargers Addition to DuBois Boro The other beginning at a post corner in line of Main street and Long street (formerly Booth st): thence along Long street 180 feet to Shaffer alley: thence along Shaffer alley 28½ feet to post corner: thence along line between Lots Nos 45 and 46, 190 feet to Main street: thence along Main street 98 feet to corner of Long and Main street and place of beginning, being Lot No 46 in Rennbargers Addition to DuBois Boro, as marked on plan, entered at Clearfield in Deed Book No 24 page 449.

Also those two Lots known as Lots Nos 124 and 125 on the recorded plain of West Folsom, situate in West Folsom, Ridley township, Delaware County Penn. on the Northwesterly side of Sixth Avenue (50 feet wide) distant 75 feet Northeastwardly from Evergreen Avenue (50 feet wide), containing together in front 50 feet (each lot 25 feet, and in depth of that width 110 feet, bounded Northeastwardly by Lot No. 126 Southeastwardly by Lot No 126, Southeastwardly by Sixth Avenue, Southeastwardly by Lot No 123, and Northwestwardly by Lots Nos 139 and 140.

Also Lots No 333 and 334 in the said plan, situate on the Northerly corner of Forrest and Vogel Avenues, each 40 feet wide), containing together in front on Vogel Avenue 80 feet, (each lot 40 feet) and in depth of that width 120 feet, bounded Northeastwardly by Lots Nos 319 and 320, Northeastwardly by Lot No 335, Southeastwardly by Vogel Avenue and Southwestwardly by Forrest Avenue, which lots last described as being in said Boro. of DuBois, and in West Folsom respectively, being the same premises conveyed from M. W. Dias, another of said stockholders et ux, to your petitioner by deed dated December 31st A.D. 1895, and intended to be forthwith recorded.

Also all those two certain lots or pieces of ground designated as Lots Nos 126 and 127 on the recorded plan of West Folsom, in the township of Ridley County of Delaware, in the state of Pennsylvania, on the Northwesterly side of Sixth Avenue, (50 feet wide) distant 125 feet Northeastwardly from Evergreen Avenue (50 feet in width) containing together in front on Sixth Avenue 50 feet, (each lot being 25 feet), and in depth of that width 110 feet. Bounded Northwestwardly by Lots Nos 141 and 142, Northeasterly by Lot No 128, Southeastwardly by Sixth Avenue and Southwestwardly by Lot No 125.

Also all those four other lots or pieces of ground designated as Nos 351, 352, 353, 354 on the recorded plan of West Folsom aforesaid, and being on the Southerly corner of Vogel and Swarthmore Avenues (each 40 feet wide) containing together in front on Vogel Avenue, 140 feet and 2 inches and in depth on the Northeasternmost line on the Southwesterly side of Swarthmore Avenue, 186 feet and 2 inches, and on the Southwesternmost line 135 feet and 3 inches. Bounded on the Northwest by Vogel Avenue, on the Northeast by Swarthmore Avenue on the Southeast by Sixth Avenue (50 feet wide), and on the Southwest by Lot No 350, excepting from the operation of this grant the lot of land conveyed by James P. Norwen and wife to the Folsom Land Company by Indenture dated the 19th day of October A.D. 1887, and recorded in Delaware County aforesaid, in Deed Book D. page 626 of Volume 6 &c. The two above plots containing in all six lots, being the same premises conveyed from Peter S. Weber, another of said stockholders et ux, to your petitioner by deed dated January 16th 1896, and intended to be forthwith recorded.

Also the undivided one-half part of those certain lots or parcels of land, situate, lying, and being in the County of El Paso, and State of Colorado, to wit: An undivided one-half interest in and to Lot Nos 13 and ½ of Block D, of the town of Manitou, bounded and described as follows to wit:

Beginning at the Northeast corner of said lot South 23° and 45" West, 47½ fro[illegible] Stone number 16: thence Southerly in a straight line to a point

North 66° 45' West, 137 3/10 feet from Stone number 39: thence Westerly along the South side of the lane in the rear of said lot 85 feet: thence Northerly in a straight line to a point on Rupton Avenue 140 feet Easterly along Rupton Avenue from the West corner of lot No 13 of said Block "D"; thence Easterly on Rupton and Manitou Avenues to place of beginning. Also the undivided one-half interest in lots Nos 14 and 14 1/2 of Block "D" of said town of Manitou. Also the undivided one-half interest in lots Nos. 2. 3. 4. 5. 6 in Block "A" in Halls sub-division of lots 45 and 47 and Re-sub-division of part of lot 46, Block "D" in the town of Manitou. Reserving however, any and all portions of the above described lots heretofore sold, which said lots situate in the town of Manitou aforesaid were the same premises conveyed from James E. Long to your petitioner individually with the intent that the same should be applied in liquidation of said debts, by deed dated December 28th 1895, and intended to be forthwith recorded.

Your petitioner further represents that in order to liquidate the debts of the said Bank of DuBois, it will be necessary to make sale of the real-estate hereinbefore described, and that it would be to the advantage of all parties in interest that the same should be sold as soon as it can be conveniently done for a fair price. That some of said real-estate can perhaps be sold to better advantage if sub-divided into smaller lots or pieces.

Your petitioner therefore prays your said Court to authorize him to make either public or private sale as he may deem best, of said real-estate, so far as it may be required for the liquidation of the debts aforesaid, in such lots or sub-divisions as in his discretion may be for the best advantage in selling the same, the proceeds of said sale to be applied to the payment of said debts.

Your petitioner further represents, that included in said real-estate are some lots or pieces of land which had been previously sold, under articles of agreement, by the holders of the legal title thereto, and he prays your said Court to authorize him to convey in fee simple such lots or pieces so sold to the respective vendees under said articles of agreement upon the payment by them of the balance of purchase money due from them severally thereon.

And he will ever pray &c,

Hugh McCullough. Receiver.

State of Pennsylvania } ss
County of Clearfield }

Before me the subscriber, personally came Hugh McCullough, Receiver of the Bank of DuBois, the above named petitioner, who being duly affirmed doth depose and say that the facts set forth in the forgoing petition are true and correct to the best of his knowledge and belief.

Hugh McCullough

Affirmed and subscribed
before me Jany 23d A.D. 1896.
D. J. Gingery. Prothy.

Now Jany 23d A.D. 1896, the within petition read and considered, and in accordance with the prayer thereof, Hugh McCullough, Receiver of the Bank of DuBois within named is hereby authorized to make sale, at either public or private sale as he may deem best, of the real estate described in said petition, in such lots or sub-divisions as in his discretion may seem to him to be for the best advantage in selling the same, the proceeds of said sale to be applied by said Receiver in the liquidation of the debts of said Bank.

Terms of sale: A reasonable proportion of the purchase money in each case to be paid in cash, and the balance in deferred payments, extending not later than three years from the date of sale in any case, the deferred payments with interest from date of sale to be secured by Sci. Fa. Judgment Bond and Mortgage on the respective properties sold on the conveyance thereof by said Receiver to the purchasers severally. All sales made under this decree to be subject to the approval

of the Court.

Provided however, and it is further ordered that said Receiver may, under the supervision of the Court, upon receipt by him of the balance or share of the purchase money due him in each case, make conveyance in fee simple to the purchasers respectively, their heirs or assigns, of any lots or pieces of the said real estate or interest in the same, which as set forth in said petition, had been previously sold to such purchasers, under articles of agreement by the holders of the legal titles thereto.

By the Court.

Now 11th February 1896. the petition of Hugh McCullough, Receiver of the said Bank respectfully represents:

That upon the application of your petitioner, he was on the 23d Jany 1896 authorized by your said Court, under its supervision upon receipt of the purchase money due in any case to make conveyance in fee simple to the purchaser or purchasers of any lots or pieces of the real estate vested in your petitioner and described in said application, which had been sold to such purchaser or purchasers under articles of agreement prior to the acquisition by him of the legal title thereto. That included in said real estate is the undivided half of a lot situate at the corner of William and Courtney streets in the Borough of DuBois, Pa. fronting 74 feet on Courtney street, and being the lot first described in deed from M. W. Wise et ux, to your petitioner, dated Dec 31st A.D. 1895, and recorded Jany 23d A.D. 1896 and that the said M. W. Wise had under article of agreement dated Jany 16th A.D. 1894, a copy of which is hereto attached and made a part of this petition, united with W. C. Rentz the owner of the other undivided half of said lot in the sale of the following described portion of said lot to one David Reams, for the sum of Three thousand dollars, payable One dollar in hand One thousand dollars in one year, and Two thousand dollars in two years from date of said contract, with interest payable annually, viz: Beginning at a post on Courtney street on division line between lands now or late of said Wise and Rentz and said Reams: thence North 64½° East by boundary line of Courtney street 24 feet to a post thence by land now or late of said Wise and Rentz and line parallel with original lot line North 40° West, 125 feet more or less to land of J. B. McEnally: thence by land of said McEnally South 50° West to original line of lot No 20. thence by line of lot No 20 South 40° E 13 8/10 feet more or less to line of said Reams: thence North 64½° East 29 25/100 feet to a post: thence by land of said Reams South 40° East 98 feet to place of beginning. Reserving the use of the rear end of said lot for said J. B. McEnally, and his heirs and assigns to drive over so long as used by said Reams as a private alley: and with agreement also that said Wise and Rentz, or their heirs and assigns shall have the right to use the wall built by said Reams on the line between said lots or attach any building thereto the said Wise and Rentz may desire to erect: free of charge, the said Reams agreeing to build a twelve inch brick partition wall on said line, the one-half or six inches of which wall the said Wise and Rentz agreed might set on their adjoining land: that the hand money of one dollar aforesaid was made, and that the residue of said consideration money with interest as stated is due and unpaid, that the title or interest which was held by said Wise in said lot is bound by the lien of a judgement, against the said Wise, entered March 14th 1895 by John E. DuBois, to No 268 May Term 1895 for the sum of $421.403 and that the share of the said residue of the purchase money aforesaid, viz: the sum of $449.50 with interest, to which said Wise on his

assigees would be entitled, is applicable to said judgement.
Your petitioner therefore prays your said Court to authorize him to unite with said Rentz in conveyance of the said described premises so purchased by said David Reams to him the said Reams in fee, on payment of the purchase money, in accordance with said contract, and that he be allowed to apply the share of said purchase money due to your petitioner to wit: the sum of $1499.50 with its interest to the aforesaid judgement of the said DuBois.
And he will ever pray.

Hugh McCullough

Clearfield County SS:

Before me the subscriber personally came Hugh McCullough Receiver, the above named petitioner, who being duly affirmed doth depose and say that the facts set forth in the forgoing petition are true and correct to the best of his knowledge and belief. And he will continue to pray &c.

Hugh McCullough. Receiver.

Affirmed and subscribed before me Feby 7th 1896.
L. S. Hay. J.P.

We the undersigned W. C. Rentz, the owner of the other undivided half of the within described premises, and David Reams the purchaser thereof, do hereby severally agree to the truth of the facts set forth in the foregoing petition, and do further agree that the Court may decree conveyance of the undivided half of said premises by the foregoing petitioner to the said David Reams, in accordance with the prayer of said petition.

W. C. Rentz
David Reams.

Now February 10th A.D. 1896 the within or foregoing petition read and considered and Hugh McCullough, Receiver, the petitioner is hereby authorized to convey the undivided half of the within described premises to the within named David Reams, in accordance of the contract within mentioned, upon payment by said Reams of the purchase money due thereon viz: the sum of $1499.50 with interest as stated in said petition.

And the said Receiver is further authorized, in accordance with his prayer, to apply the said purchase money, when paid, on the judgement of John E. DuBois against M. W. Wise, entered in our said Court March 14th A.D. 1895 to No 268 May Term 1895, for the sum of $4214.02, the said undivided half of said premises, appearing, as is set forth in said petition, to be bound by the lien of said judgement, and the said purchase money entitled to be appropriated thereto.

By the Court.

Now 4 April 1896 The petition of Hugh McCullough Receiver of said Bank respectfully showeth: That upon the 23d Jany 1896 your petitioner made application to your said Court for authority to sell at either public or private sale, certain real estate described in said application for the purpose of liquidating the debts of said Bank, whereupon your said Court authorized your petitioner to make either public or private sale of said real estate in accordance with the prayer of your petitioner.

That by mistake there was omitted from the said application the following described piece of land situate in the Borough of DuBois said County viz:

Beginning at a post on the South side of Long Avenue at the corner of the lot owned by A. Loeb with the lot owned by the bank of DuBois, thence ~~back along~~ the line on the present building erected by the Bank of DuBois

and used as a Bank Building, to a point three feet in the rear of said building: thence to the left 5 feet more or less to a point on the line of the W. Loeb lot and the said Bank lot thence along said line between said lots to a point at Long street and place of beginning. Being the triangular piece of land now covered by the said Bank Building as at present erected, together with the 3 feet in the rear thereof. Excepting and reserving however the use of the division wall between the buildings as now erected as a party wall as long as the present structures remain on the ground, and also the use of any wall to be hereafter erected, as a party wall on and along said line. It being part of the same premises conveyed to your petitioner from W. Loeb et ux: by deed dated April 29"1895 and recorded in said County in Deed Book No 86, 553 &c:

Your petitioner prays your said Court that for the reasons already set forth in said former application he may be authorized to make either public or private sale as he may deem best of said real estate, for the purpose of liquidation of the debts of said Bank, the proceds of said sale to be applied to the payments of said debts. And he will ever pray &c

Hugh McCullough.
Receiver.

Now April 4"A.D. 1896 the within petition read and considered and in accordance with the prayer thereof Hugh McCullough Receiver of the Bank of DuBois within named is hereby authorized to make sale, at either public or private sale as he may deem best, of the real estate described in the within petition the proceeds of said sale to be applied by said Receiver in the liquidation of the debts of said Bank.

Terms of sale: A reasonable proportion of the purchase money to be paid in cash and the balance in deferred payments, extending not later than three years from the date of sale, the deferred payments with interest from the date of sale to be secured by Sci Fa judgment Bond and Mortgage on the property. Said sale to be subject to the approval of the Court.

By the Court.
Cyrus Gordon. P. J.

Now 9 May 1896 Petition of B. J. Hennelty filed.
And now 8 April 1896 Rule granted as prayed for, Returnable to 1st Monday of June 1896.

By the Court
Cyrus Gordon. P. J.

Now 9 May 1896 Petition of Hardman Heitzemather filed.
And now 8 April 1896 Rule granted as prayed for.
Returnable to 1st Monday of June 1896.

By the Court.
Cyrus Gordon. P. J.

Now 8 May 1896 ~~The petition of~~ Hugh McCullough, Receiver of said Bank respectfully represents: That pursuant to the orders of your said Court of Jany 23d and April 4"1896 respectively he did about the 4" day of April 1896, sell at private sale, to A. P. Holland of the Borough of DuBois. Pa. that certain lot or piece of land known as the Bank of DuBois building lot fronting on Long Avenue in said Borough, bounded and described as follows viz: Beginning at the corner of the Bank building erected on said lot, thence along said Avenue South 37° 53" East, 22 feet to a post, thence by land of L. A. Brady and Hugh McCullough Receiver,

South 53°25" W. 144 feet to a post at an alley, thence by lot of H. Loeb, South 44° 45" East 93 4 feet to a post, thence still by same South 37°53" West 6 95/100 feet to a post, and thence still by same South 50°33" East 51 feet to beginning: Reserving however the right to remove the steam plant and fixtures thereof so far as the same may be erected on said lot, for the sum of Six Thousand dollars, upon the terms prescribed in said order, which said he prays may be confirmed by said Court.

And he will ever pray. etc.

Hugh McCullough. Receiver.

Now 8 May 1896 Confirmed Absolutely,

By the Court.

Cyrus Gordon. P.J.

And Now to wit May 28" 1896 The rule in this case is made absolute and the Receiver of the Bank of DuBois Hugh McCullough is hereby directed to pay unto the Petitioners fifty per centum of their respective Claims being the Amount that he has paid to the other Creditors of the Bank of DuBois and for so doing this shall be his sufficient voucher for the settlement of his account as Receiver

By the Court

Cyrus Gordon

P.J.

Now June 1" 1896 The foregoing petition read and Hugh McCullough Receiver of the Bank of DuBois the within named petitioner is hereby authorized to borrow the sum of Four Thousand Dollars for the purpose of completing the fifty percent dividend as prayed for in the within petition and he is further authorized to place the within mentioned bond and mortgage of A.P. Holland for Four Thousand dollars as collateral to secure the said loan.

By the Court.

Cyrus Gordon. P.J.

Now 20" June 1896 The petition of Hugh McCullough, Receiver of said Bank respectfully represents: That pursuant to the order of your said Court of Jany 23" 1896, he united with said Jas. E. Long in a private sale to John Snyder of the Borough of Brookville Pa. of lots known as numbers Two hundred and twenty seven and Two hundred and twenty eight in Taylor and Longs addition to the Borough of Brookville Pa for the sum of Two hundred and ten dollars cash on delivery of deed, your petitioners share being the one-half thereof, which said he prays may be confirmed by your said Court.

He further prays that pursuant to said order, your said Court authorize him to unite with the said Jas. E. Long in the conveyance to the following named purchasers respectively all of said Borough of Brookville of the following several properties situate in said Borough which had previously sold by said Long and Taylor, under articles of agreement, to the said several purchasers or their assignees upon the payment of the respective balances of purchase money due on said agreements, your petitioners share being the one-half thereof viz:-

One:- Porter D. Albert, Lot No Two hundred and sixty four in said Taylor and Longs addition, whole balance of purchase money One hundred and twenty, 88/100 dollars.

Two: J Reynold Clark, lots Two hundred and sixteen and Two hundred and seventeen in said addition, whole balance of purchase money, fifty eight dollars.
Three: Sarah E. Battle, lot One hundred and ninety seven in said addition, whole balance of purchase money Twenty dollars.
Four: Mollie C. Shawalter lot Two hundred and ninety one and the South half of lot Two hundred and ninety Two in said addition, whole balance of purchase money One hundred and seventy three 1/100 dollars.
All of said lots being part of same premises the undivided one-half thereof was conveyed from David G. Gourley, High Sheriff of Jefferson County, Pa. by deed poll dated Sept 6th 1895 and recorded in Jefferson County in Deed Book Vol 75 page 99.
And he will ever pray etc,
Hugh McCullough. Receiver.

Now June 20th 1896 the within petition read, and the within mentioned sale to John Snyder of Lot No 227 is hereby confirmed and the said Hugh McCullough, Receiver is hereby authorized to unite with the within named Jas. E. Long in the execution and delivery of deeds to the said John Snyder and J. Reynolds Clark, Sarah E. Battle, Mollie C. Shawalter and Porter D. Albert within named for the properties severally purchased by them and within described upon the payment of the purchase money or balances due on their respective agreements. as within prayed for.
By the Court.
Cyrus Gordon. P.J.

Now 1 Sept 1896 Petetion of Hugh McCullough Receiver filed.
And the within mentioned sale to Ellis Emery of Lots Nos. 230, 231, 232, 233 and 234 is hereby confirmed and the said Hugh McCullough, Receiver is hereby authorized to unite with the within named James E. Long in the execution and delivery of deed to the said Ellis Emery, in fee simple for the said lots on payment of the purchase money therefor as within prayed for.
By the Court.
Cyrus Gordon. P. J.

Now 9 Nov 1896 Petition of Hugh McCullough Receiver filed asking Judgt No 140 July Term 1895 satisfied as to Geo. J. Zelliof.
Now 9 Nov 1896 By paper filed dated 24th Oct 1896 In accordance with the prayer of within petition, Hugh McCullough Receiver is authorized to accept the sum of $600 offered and release said George J. Zelliof from further liability upon said Jurdgment.
By the Court.
Cyrus Gordon. P.J.

Now 23 Dec 1896 Petition of Hugh McCullough, Receiver filed.
That pursuant to the order of your said Court of Janu 23rd A.D 1896 he has sold at private sale the following described two properties situate in Knox township Jefferson County, Penna.
The one thereof, beginning at a post on the Brookville and Knoxville Road at the corner of land of H. A. Burns thence along said road N 81½ W 34.54 per to a post, thence along said road N 20° W 14.45 per to a post thence along said road N 9° W 8.1 per to a post, thence N 89° E 40 per to a

pine stumps, thence S 1° E 52.15 per to post on land of said Burns, thence by same N 89¾° W 17 per to beginning containing 9 A. 154 per to Sophia E. Taylor of the Borough of Brookville Pa. for the sum of One hundred ninety eight and 75/100 dollars cash on confirmation of sale.

The other thereof beginning at a post at the intersection of the Brookville and Knoxville road and the Swamp Run roads, thence by Swamp Run road S 83½° E 9 per to a post, thence continuing by said road E 9½ per to a post at corner of land of H. Fritz on Swamp Run, thence by land of said Fritz S 14° W 12 per to a post, thence by land of said Fritz S 30° E 8.7 per to a post, thence S 26° W 12.3 per to a post at corner of land of now owned by Miller, thence by land of said Miller N 55° W 16 per to a post thence by land of said Miller S 35° W 10 per to a post on the Brookville and Knoxville road thence by said road N 8° E 21 per to a post thence still by same N 1° W 9.8 per to beginning containing 2 A. 156 per to John Homans of Rose township Jefferson County aforesaid for the sum of Fifty nine dollars and fifty cents.

The said described two lots of land being part of the same premises conveyed to your petitioner from David L. Stanley Sheriff of ~~Jefferson~~ County aforesaid by deed dated Dec 12" 1895 and recorded in Deed Book volume 75 page 208 in said County.

Which sales so made as aforesaid your petitioner pray may be confirmed by your said Court.

And he will ever pray.

Hugh McCullough. Receiver.

Now Dec 23 A. D. 1896 The foregoing petition read and considered and the respective sales of the lots of land therein described, the one thereof to Sophia E Taylor and the other thereof to John Homans, are hereby severally confirmed and the said Hugh McCullough, Receiver is hereby authorized to execute and deliver deeds to the said Sophia E. Taylor and John Homans for the properties severally purchased by them and within described upon the payment of the purchase money severally due from them for the same.

By the Court.

Cyrus Gordon. P. J.

The Petition of Hugh McCullough Receiver of said Bank respectfully represents That pursuant to the order of your said Court of January 23rd 1896 he has since sold at private sale the following property situate in the Borough of DuBois Pa viz-

The one third being the undivided half of that certain piece or lot of land beginning at the corner of Long and Courtney Streets thence along line of Courtney Street 152½ feet to an alley thence west along lot formerly of William Kinner 152 feet to a point on Long Street thence in an easterly direction along said Long Street 63½ feet to place of beginning Reserving and excepting therefrom a strip on the west side fronting 22 feet on Long Street and terminating in an acute angle on the alley in the rear. Conveyed to your petitioner from said Jas. E Long. et ux by Deed dated Dec 28. 1895 recorded in said County in Deed Book No 92 page 166 to William H Cannon of DuBois Pa for the sum of Twelve thousand five hundred Dollars payable as follows. Viz #2242.27 on Confirmation of the sale by the Court #3000 Jany 1st 1897 #6000 March 1. 1897. with interest from 1 Jany 1897. and the balance of #1257.73 by taking said Cannons receipt in full for the amount of his claim against said Bank

Continued to Page 135-

September Term 1896.

Swoope & Patton
Patterson

Geo. W. Dickey, the Interstate Oil Co: W. H. Deuringer and T. H. Deuringer trading as Deuringer Brothes, Thomas Mapstone, John McNamara, Peter McNamara, J. W. Kerr, Beyer & Kirk, Harry Brown, the Citizens Bank of Hartzdale Ltd. Ridgeon and Stewart. J. C. Lytle, H. Schwimm and P. P. Fleming John Hallenback J. P. Sproah Thomas Mapstone C. Mooney

/

The Altoona and Philipsburg Connecting Rail Road Company.

Bill in Equity. Praying the Court.
First. That proper process may issue from the said Court requiring said respondent to make answer to this bill of complaint.
Second: That a decree may be made by your Honorable Court, appointing a Receiver or Receivers to take charge of all the property and franchises of the said respondent corporation.
Third: That an injunction may issue restraining the officers of the said respondent corporation, and all other person or persons whatsoever, from interfering from the said Receiver so appointed by your Honorable Court, in his duties under said appointment.
Fourth: That your orators may have such other and further relief as may be just and equitable under the premises and they will ever pray &c.

Swoope & Patton
W. H. Patterson.
Solicitors for Complainants.

And now March 27th 1896 at 3 13 o'clock P. M. the forgoing Bill and accompanying affidavits presented and read and upon due consideration of the same, a Rule is hereby granted upon the said Altoona and Philipsburg Connecting Rail-Road Company, Respondent to show cause why a Receiver should not be appointed for said Corporation as prayed for, said Rule returnable on the 1st Monday of April next at 10 o'clock A. M. of said day.
And it is further ordered and dicreed that an Injunction Preliminary now and perpetual hereafter, issue restraining the defendent Corporation its Officers, Directors Managers and employees from disposing of or incumbering any of the property of said Corporation during the pendency of said Rule.
Said injunction not to issue however until Complainants or some one in their behalf operate and file an Injunction bond in the usual form in the sum of Five thousand dollars with surety to be approved by the Court, and it further appearing from the Affidavit filed that the President of said Corporation, defendent, resides out of the County of Clearfield and also its General Manager.
It is further ordered that service be made of said Rule to show cause, this bill and the writ of Injunction, upon said officers or either of them at any place within the Commonwealth of Pennsylvania.
Said Injunction however to be taken as

Pro	Guigley	250
Atty		300
Pro	Guigley	50
"	"	250
"	"	50
"	"	50
"	"	50
"	"	1.00
"	"	1.00
Sheff	Smith	4000

Rec'd 14 Oct 1896 of Swoope Patton my cost $8.75
D. Guigley

dissolved unless a motion to continue the same be argued before us on the first Monday of April at Ten oclock A M of said day.

By the Court
Cyrus Gordon. P. J

Complainant files Affidavit with usual notice to Defendents that unless an appearance be entered or answer filed within fifteen days from date of service thereof, they will be liable to have the bill taken Pro Confesso and a decree made against them in their absence.

And now 27 March 1896 Writ of Injunction issued.

Now 27 March 1896 Bond filed with W. H. Deulinger. Geo W Dickey, Poland D. Swoope. P. C. Fishburn. W. F. Patton. John Beyer. W. H. Patterson and A. D. Stewart, in the sum of Five thousand dollars.

Same day Bond approved by the Court.

Now. 3rd April 1896 by Paper filed this day McEnally & McCurdy appear for defendant

Now 3 April. 1896. On Motion of Swoope & Patton leave is hereby granted to amend the above Bill by adding the following names viz: John Hallenback to use D. R Sproat Thomas Mapstone & Mooney Co Plaintiffs in this case

By the Court
Cyrus Gordon
P J.

And now March 28th 1896 By virtue of the Order of Court Authorizing service outside of the County of Clearfield and Act of Assembly in such cases made and provided, I served the annexed Bill in Equity Rule to show cause why Receiver should not be appointed and the order of Court authorizing service outside of the County of Clearfield, Pa. upon Samuel P. Langdon, President of the Altoona and Philipsburg Connecting Rail Road Company, personally in the city and County of Philadelphia Pa by handing to him a true and attested copy thereof and making contents known to him. And also on same date served the annexed Bill in Equity and Rule to show Cause why Receiver should not be appointed and Order of Court upon Geo. B. Thacher, Clerk and person in charge of the office of said Defendent Company being No 915 Drexel Building Philadelphia Pa at said office by handing him a true and attested copy thereof and making contents known to him. And on same date served the annexed Bill in Equity and Rule to show cause why Receiver should not be appointed and order of Court upon C. T. Hall Chief Clerk in the office of Geo. M. Case Superintendent of said Defendent Company at its office in the Borough of Philipsburg, Centre County. Pa. by handing to him a true and attested copy thereof and making contents known to him. The said Geo M Case, Supt not being found at said office, the Defendent Company having no office in the County of Clearfield and none of the said officers being found in my Bailiwick, but the property of said Defendent Company being located in said County of Clearfield.

So ans.

Frank Smith. Sheriff.

Now 28th March 1896 By virtue of an order of Court authorizing service outside of the County of Clearfield and the Act of Assembly in such case made and provided, I served the annexed Writ of Injunction upon Samuel P. Langdon, President of the Altoona and Philipsburg Connecting Rail Road Company, personally in the city and County of Philadelphia. Pa. by handing him a true and attested copy thereof and making contents known to him. And also on same date served the annexed Writ of Injunction

upon Geo. B. Thacker, Clerk and person in charge of the office of said defendant company, Being No 915 Drexel Building, Philadelphia Pa. at said office by handing him a true and attested copy thereof and making contents known to him.
And on same day served the annexed Writ of Injunction upon C. T. Hall, Chief Clerk of Geo. M. Case Supt of said Defendant Company at the office of said Defendant Company in the Borough of Phillipsburg, Centre County. Penn, by handing him a true and attested copy thereof and making contents known to him.
The said Geo M. Case, Supt, not being found at said office the Defendant Company having no office in the County of Clearfield. Pa. and none of said officers being found in my bailiwick, but the property of said defendant Company being located in said County of Clearfield. Penn.

So ans.

Isaac Smith. Shff

Now Oct. 13. 1896. this case discontinued,
Swoope-Patton.
Solicitors for Plff

continued from Page 75—

Of which Chest Township should pay its Pro Rata
proportion or $785.510 or $448.34

and Westtown Borough should pay its pro
Rata proportion or $117.968 or $185.75

* * * * * * * * *

Your Master therefore recommends to the Court to make an order directing Westtown Borough to levy a Special tax for the purpose of paying the above indemnifyess of $185.75 due by the said Westtown Borough to Chest Township.

All of which is Respectfully submitted,
W. C. Pettey
Master.

Now 20 Sept 1897 Notice of filing within report is hereby accepted and the ten days for filing Exceptions is hereby waived and the Court is requested to confirm the same Nisi Sc

Theus and Parkinson
Attys for Chest Township Poor Dist
Kelly and Gawthrop
Attys for Westtown Boro Poor Dist

Now 21 Sept 1897 within report confirmed Nisi Sc
By the Court Ayres Gordon P.J.

Continued from Page 72, No 5 Feby T 1896

Mod	Chest Township	5" May 1899 Petition of Belle and Lydia Straw to open decree filed
	5	Now April 27. 1899 Rule granted on Chest Twp. and Westover Borough to show cause why the decree in this case should not be opened so as to allow judgment of Belle and Lydia Straw to be presented for participation in the
	Westover Boro	decree of judgment of indebtedness between districts and for Bill of Review for relief as prayed for. By the Court Cyrus Gordon P.J.
		Ret 1st Monday of June 1899
		May 5" 1899 Service accepted for Chest Twp. R and P. Attys
		" " Service accepted for Westover Boro. J.H. Kelley "
		On Sight List
		4" Nov. 1899 Answers of Chest Township filed
		6" April 1900 Opinion & Decree filed
		(Rule discharged and exception noted to petitioners) By the Court Cyrus Gordon P.J.

ALL PAGES

FROM

93 TO 95

ARE BLANK

AND NOT

SCANNED

September Term 1896.

Allison O. Smith
& W. Trotter of
Brooklyn N.Y.

2

The Clearfield
Creek Coal
Company.

Bill in Equity, Praying the Court
First:
That a Receiver be appointed to take charge of the Property, business and assetts of the said 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.
Second:
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 orators will ever pray.
Allison O. Smith
Chas. W. Trotter.

Pro Guigery 2.50
Pro Guigery 1.00
" " 5.0
" " 50
" Guigery 1.00
" " 50

Now this 30" day of March 1896 this cause coming on to be heard on Bill and answer, in which answer the defendant Company, joins in the prayer for a Receiver and admits the facts alleged, it is hereby ordered adjudged and decreed that the prayer of the bill be granted and S. J. M. McCarrell Esq of Harrisburg. Pa is hereby appointed Receiver to take charge of the property, business and assets 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 rights of all parties interested therein.
Said Receiver to give bond in the sum of Ten Thousand Dollars with one or more sureties to be approved by the Court.
By the Court,
Cyrus Gordon. P.J.

Rec'd Aug 31. 1899 of
H.C. Wagner the above
Bill of Costs in full
D Guigery

Pro. Moore .50

Plaintiff files Affidavit with usual notice to defendants that unless an appearance be entered or answer filed within fifteen days from date of service thereof they will be liable to have the bill taken Pro Confesso and a decree made against them in their absence.

And now Mar 30" 1896 Defendants answer filed.
Nov. 9" April 1896 Bond of receiver approved by the Court & filed with D Fleming & J W Blume Sureties in the sum of $10000-

9 July 1896.. Petition of S. J. M. McCarrell Receiver filed
Now June 15. 1896 Petition read and considered and thereupon S. J. M. McCarrell Receiver is hereby authorized and empowered to issue the obligations or obligations of the Clearfield Creek Coal Co as its Receiver in the matters

Continued on Page 99

of a certificate or certificates to the amount of Twenty five Hundred Dollars, for the purpose of borrowing money to pay the taxes and costs accruing on the property of the said Clearfield Creek Coal Company, in order to prevent a sale thereof by the Treasurer of Clearfield Co It is further ordered and directed that the said Certificate or Certificates shall be a first lien upon all of the property of the Clearfield Creek Coal Company, and shall be paid out of the first monies coming into the hands of said receiver from the sale of said property or from the royalties derived from the leases thereon and shall be prior as regards lein and payment to all existing leins against the property of the said defendant Company

By the Court
Cyrus Gordon P.J.

Mar 8th 1898. Petition of S. J. M. McCarrell Rec. for order to make Sale &c filed
Now 8th Mar 1898 petition presented read & considered and it is hereby ordered & decreed that the said S. J. M. McCarrell Rec. of the Clearfield Bituminous Coal Corporation may signify his assent to the sale therein mentioned and may join with the representatives of H. B. Wright dec'd in making deed with the exceptions & reservations mentioned in said petition to said coal and surface for the sum of $1200.00 to James Gatehouse the said purchase money to be applied on balance of purchase money due on contract between H. B. Wright estate & the Clearfield Creek Coal Company as in petition prayed for

By the Court as per paper filed
Cyrus Gordon P.J.

Filed July 29th 1898 Petition of S. J. M. McCarrell Rec for authority to make deeds &c

Now. 29 July 1898 Petition presented read and considered it is hereby ordered paid & decreed that the said S. J. M. McCarrell Receiver make deeds to J. H. Steckman & James Gandy as prayed for and it is further ordered that the said Receiver be authorized to make sale of lots in the said village of Chesterfield and to make deeds for the same upon payment of the purchase money excepting & reserving to the said Clearfield Creek Coal Co its successors or assigns in said deeds all the coal and minerals of every kind and character in upon and under said lots and every part thereof. with the right of way over the same to enter and take away the same. to erect such structures. ways. buildings railroads. shafts and air shafts thereon, both up and down. to cut and fill the surface wherever needed for railways for such purposes. and to dig ditches or channells for waste water thereon, and do these & such other things thereon in such manner as may be necessary in their judgment to successfully mine and take away the said coal & other minerals or any of them from the said lots aforesaid and that the said Clearfield Creek Coal Company its successors or assigns shall not be liable directly or indirectly for any damages which may result from want of sufficient support for the surface and they shall not be required to furnish any artificial support for the surface even when such coal & other minerals shall be mined and removed also reserving to the said Clearfield Creek Coal Company its successors and assigns the right of way over and through the described lots of land for railroad purposes being 4 rods wide by the entire length with such additional width as may be required to include the slopes at cuttings and embankments walls bents bridges drains, spoil banks and borrow pits with the right to take & use any waters upon the premises that may be necessary for the purposes aforesaid

By the Court Cyrus Gordon P.J.

September Term 1896

Code	George E Schwem		Bill in Equity - Praying the Court
			First - That the said defendants may answer the premises
27 July	3		Second That the said Co-partnership may be dissolved
	William Wiegert		Third That an account may be taken of
	James Radaker		all of the said Copartnership's dealings
	W A Osborne		and transactions from the time of the
			commencement thereof and also an ac-
			count of the money received and paid
	Pro Surgery By atty	2.00	by the respective parties in regard thereto,
	Atty	3.00	and that the said defendants may be
	Pro Surgery By Plf	.50	decreed to pay your orator what if
	" " By Plf	50	anything may be due to him; Your
	" " By Plf	50	orator bring ready, and willing and
			hereby offering to pay to said defendants
			or either of them what if anything
			shall upon the taking of said account
			appear to be due to them or either of them from
			your orator
			Fourth That in the meantime the said
			defendants may be restrained by order
			of this Honorable Court from appropria-
			ting said money or assets belonging
			to said Partnership to an individual
			account of any member thereof or other-
			wise disposing of the same except ac-
			cording to law
			Fifth -- General relief

Plaintiff files usual affidavit with notice to defendant that unless they file their answer or cause an appearance to be entered for them with in 5 days they will be liable to have bill taken Pro Confesso and decree made against them in their absence

Continued from Page 96.

A O Smith et al
vs
Clfd Coal Co } No 2 Sept Term 1896 Continued

Pro Thompson 60
" " 1.50
" adv 5.00
passing & sending 16.00

Dec 3, 1900 Petition filed by C A Wood for citation on S J M McCarrell to file an account as Receiver of the Clearfield Creek Coal Company 3 Dec 1900 Citation awarded requiring S J M McCarrell to exhibit an account of his management as Receiver of Clearfield Creek Coal Co on or before 1 monday of Feby 1901 or show cause why he should not do so. By the Court.

Dec 3. 1900 issue of citation waived and service thereof accepted for S J M McCarrell Receiver
Murray & Smith Attys

now 29 any 1901 Received of S J M McCarrell Eighteen & 10/100 dollars
Frank M Thompson
Cust

On Argument List

Aug 29. 1901 First account of S J M McCarrell Rec of Clfd Creek Coal Co. filed
Dec. 4. 1901 Confirmed. Ni Si By the Court.
Nov 30. 1901 Exceptions filed.

Pro Thompson By 1/2 M&C .60
" " By 1/2 M&C 1.50

On Argt. List

Pro Thompson Pet. S J M & W&W 2.00
" " con of sale & 1/2 M&C 1.00

31 March 1902 Petition of Receiver for permission to settle pending litigation and make new base with B. W. C. & Co. filed

The petition of Samuel J. M McCarrell, respectfully represents: That he is duly appointed Receiver of the above named defendant, appointed by this Honorable Court in the case above stated. That at the time of his appointment, the Benwind-White Coal Mining Co. was mining the Moshannon vein upon a considerable portion of defendants lands, under a mining contract dated May 26th 1892, by the terms of which said contract, the said Mining Company was to mine 300,000 tons of coal per annum, if coal to that amount could, with reasonable diligence, be found upon defendants lands, covered by the said contract, and was to pay annually to the Central Trust Company of New York the sum of $20,000.00 in quarterly payments to meet the interest upon the first mortgage bonds of the said defendant. That the said Mining Company paid the sum for interest to the said The Central Trust Company, as Trustee, up to and including Jany. 1st 1897, but made default in the payment to meet interest due July 1st. 1897, and has since remained in default. That at the request of your petitioner, the said The Central Trust Company brought suit in 1898 against the said Mining Co. to compel payment of the money agreed to be paid by said Mining Company for interest as aforesaid, and that the said suit is now pending in the Circuit Court of the United States for the Southern District of New York. That the said Mining Company alleges that it could not, with reasonable diligence and according to the usages of mining, mine and ship from defendants property, covered by said mining contract, the minimum quantity of coal stipulated for in said contract, and that it has in good faith mined and shipped all the coal which it was possible, by reasonable diligence, to mine and ship from the vein covered by said contract, and that the result of the litigation so pending, as aforesaid, is doubtful, and its pendency tends to prevent an advantageous sale of the property. That the said Mining Company has proposed to settle the litigation pending, as aforesaid, by surrendering to the Central Trust Company, Trustee, $43,000.00 of the first mortgage bonds of the defendant, held by said Mining Company, so as to reduce the mortgage debt to $353,000.00 and to pay the costs of the pending suit, including Counsel fees. That said Mining Company further proposes, the time named in the original contract having expired, to take a new contract, covering

(Continued to Page 100)

Continued from page 99

Allison O. Smith et al

vs

The Clearfield Creek Coal Company

No 2 Sept. T. 1896

only a single tract of defendants lands, known as the Wright tract, upon which the said Mining Company is now conducting its mining operations, and to pay a royalty of eight cents per gross ton for the coal underlying the said tract, which royalty is only one-half cent less that that which is now payable under the aforesaid original contract. Your petitioner verily believes that it is to the interest of the stockholders, bondholders and creditors of the said defendant, that this proposition should be accepted.

That notice thereof has been given to all the bondholders so far as their names and addresses could be secured, and that none of them has signified any dissent to the said proposition, so far as your petitioner is informed. That a majority of the bonds of said defendant are held as collateral security by various banks, and that the persons owning the equity in the said bonds are willing and anxious that the said proposition should be accepted.

Your petitioner therefore respectfully prays that this Honorable Court will make an order, permitting your Receiver and the Central Trust Company of New York to settle the litigation pending, as aforesaid, in the manner herein indicated, and permitting your petitioner to make a new lease or contract with said Mining Co. limited in its terms to the single tract of land above mentioned and stipulating for the payment of the aforesaid royalty of eight cents per gross ton; the said new mining contract to be regarded as a cancellation of the original contract, and as relieving the said Mining Company from all further liability under said original contract, excepting so far as the royalty has not been actually paid for coal actually mined thereunder; the said new mining contract to take effect as of January 1st. A.D. 1902,

And your petitioner will ever &c etc.

Order of Court.

And now, to wit, March 31. 1902 on presentation of the foregoing petition and due consideration thereof, the Court being satisfied that the interests of all parties consened will be thereby promoted, hereby grants permission to the Receiver of the Clearfield Creek Coal Company and to the Central Trust Company of New York, as Trustee to make settlement of the pending litigation mentioned in said petition to the said Receiver to make a new lease or mining contract with the Berwind White Coal Mining Company, upon the terms in said petition set forth.

By the Court

Cyrus Gordon P.J.

June 2nd 1902. Exceptions withdrawn and Account of Receiver is confirmed absolutely

By the Court.

Account of F. S. McCarrell Receiver of The Clearfield Creek Coal Company filed 29th Aug. 1901

Dr

The Receiver charges himself with money received from royalties and from other sources as follows viz:

See next page (101)

1896 May	21
June	22
July	9
"	17
Sept. 1897	21
Oct	30
Nov.	1
"	26
Dec. 1898	30
Jany.	31
Feby.	25
March	24
April	8
"	
"	27
"	25
June	18
July	15
Aug.	16
Sept.	15
"	16
"	22
Oct.	14
Nov. 899	29
April	27
June	17
Nov. 1900	4
Jany.	22
June	12
"	30
Sept.	10
1900 1901	30
March	29
1900 May	4
"	20
Dec. 1901	20
Jany	21
Feby	20
March	20
April	20
May	20
"	24

1896 May	21	With Check from James Gotehouse on acct. rent	3	20
June	22	" " " J.E. Hedding on a/c royalties from Mabel mine	39	16
July	9	" proceeds of loaan from Harrisburg Trust Co. made under Order of Court for the purpose of redeeming the Company lands from sales previously made for taxes	2425	
"	17	" Check from J.E. Hedding on a/c royalties from Mabel Mine	50	77
Sept.	21	" " " " " " " " " " " "	77	83
1897 Oct	30	" " " " " " " " " " " "	19	77
Nov.	1	" " " " " " " " " " " " Coal	31	63
"	26	" " " " " " " " " " " " "	16	75
Dec	30	" " " " " " " " " " " " "	27	10
1898 Jany.	31	" " " " " " " " " " " " "	35	96
Feby.	25	" " " " " " " " " " " " "	41	37
March	24	" " " " " " " " " " " " "	14	09
April	8	" " " Belsena Coal Mining Co. for royalties on Pine Run mine No.3	330	22
"		" " " " " " " " " " " " No4	313	06
"	27	" " " J.E. Hedding for royalty on Mabel Mine Coal	28	47
May	25	" " " " " " " " " " " "	30	67
June	18	" " " " " " " " " " " "	35	09
July	15	" " " " " " " " " " " "	34	80
Aug.	16	" " " " " " " " " " " "	25	69
Sept.	15	" " " W. E. Wallace for lot sold to Andrew Caldwell as per deed dated Sept. 8. 1898	20	00
"	16	" " " Belsena Coal Mining Co, on a/c Pine Run Royalties	1241	24
"	22	" " " J.E. Hedding for royalty on Mabel Mine Coal	38	29
Oct.	14	" " " " " " " " " " " "	44	63
Nov.	29	" " " " " " " " " " " "	1	74
1899 April	27	" " " Belsena Coal Mining Co. for a/c Pine Run Royalties	298	08
June	17	" " " W. J. Rainey & Co. for a/c Pine Run Royalties (Jan - Mch. 1899)	574	99
Nov.	4	" " " " " " " " " " " "	381	53
1900 Jany.	22	" " " " " " " " " " " "	548	52
June	12	" " " Wm. E Wallace for purchase money of lots sold to F.R. Davis	30	00
"	30	" " " Wm. J. Rainey & Co. for a/c Pine Run Royalties	576	34
Sept	10	" " " " " " " " " " " "	468	22
Nov.	30	" " " " " " " " " royalties	370	12
1901 March	29	" " " " " " " " " Pine Run Royalties	394	37
		" money collected by Wallace Brothers as follows viz for royalties	444	09
		" " " " " " " " " " Rents	128	80
		" " " " " " " " " " sale of lots	27	75
		" " " " " William E. Wallace as follows viz for Royalties	329	85
		" " " " " " " " " " sale of lots	165	
				1489 36
		The Receiver also charges himself with amt of loan from the Equitable Trust Co. of Philada. under Order of Court made Nov. 12. 1900 for the purpose of paying County. School & Township taxes upon the Company lands to January 1901	7700	7700 00
1900 Nov.	14	With royalties paid by Berwind W.C. Co	1844	21
"	20	" " " " " " Do	1037	65
Dec. 1901	20	" " " " " " Do.	818	23
Jany	21	" " " " " " Do	818	23
Feby	20	" " " " " " Do	693	40
March	20	" " " " " " Do.	420	14
April	20	" " " " " " Do	944	69
May	20	" " " " " " Do.	902	93
	24	" " " " " " Do.	315	74
				7795 22
			Total Debtor side of account	25158 91

Carried forward to page 102

Continued from Page 101

A. O. Smith et al
vs
The Clearfield Creek Coal Co.

Carried forward from page 101 — 25158.91
Total Debtor side of account — 26699.37
" Credit " " " — 1540.46
Excess of credits

Cr

The Accountant claims credit for the following payments & Allowances viz

1896 June	17	For Amount paid for telegrams to & from Allison O. Smith Esq. & T. L. Wallace		1 75		
July	9	" " " Allison O Smith to effect redemption of lands previously sold for taxes		24 25		
"	10	" " " Carriage hire & expenses of trip to examine Company lands		6 50		
Aug.	13	" " " Isaac Hegarty for exploring & opening view on Boston tract		8		
1897 April	28	" " " Jno. W. Wigley for expenses of taking parties to examine lands preparatory to making mining Contract		53 30		
May	3	" " " freight on rails from Hollidaysburg Iron Co.		18 42		
June	11	" " " A. S. McCreath making Analysis of Pine Run Coal &c		20 00		
"	22	" " " Wm. Mayo on a/c building Tipple at Pine Run Mines		100 00		
July	5	" " " A. W. Lee & Co. Lumber for Pine Run improvements		73 08		
"	28	" " " J. S. Showers. Insurance on Tipple at Pine Run		15 06		
Dec 1898	13	" " " Estate of Justin J. Pie on a/c Cars for Mine		100 00		
Jan	26	" " " " " " " " " " " " " " "		100 00		
May	10	" " " Hollidaysburg Iron & Nail Co. on a/c R. R. Iron		22 08		
July	30	" " " " " " " " " " " " " " "		5 00	2948	19
"	30	" " " J. S. Showers Insurance on Pine Run Tipple &c.		15 00		
Sept.	26	" " " Wm Mayo a/c building Tipple at Pine Run Mines		50 00		
Nov.	29	" " " Fairbanks Scale Co. for Scales at Pine Run		67 61		
Dec 1899	7	" " " A. G. Wennelsdorf for work as Mining Engineer		22 00		
May	4	" " " Wm E. Wallace Sundry expenses as Supt.		15 00		
June	15	" " " " " " " " " " " " " " "		25 00		
"	29	" " " The Equitable Trust Co. Philada. for fee of Hon W. D. Bigler in examining title and arranging loan to pay Right purchase money		37 50		
July	11	" " " Wm E. Wallace on a/c services as Supt.		100 00		
Sept.	16	" " " Asa Spencer for examining mines Nos 11 & No 15		11 50		
"	30	" " " Wm. Mayo balance for building Tipple at Pine Run		50 00		
Oct.	12	" " " J. S. Showers Insurance on Tipple at Pine Run		15 07		
"	27	" " " D. C. Hensal Road Tax in Bigler Township		6 54		
Nov 1900	28	" " " Geo Maxwell prospecting for Moshannon Coal		20 00		
Feby.	2	" " " The Harrisburg Trust Co Interest on Loan		362 50		
"	5	" " " Wm. Mayo bill for nails used in repairs		6 35		
April	16	" " " James Gatehouse work. Wright property		4 50	808	58
May	1	" " " The Equitable Trust Co. balance purchase money lien on Right property		22 92		
"	"	" " " Wm. E. Wallace on a/c Services as Supt		50 00		
June	22	" " " Wm E. Wallace for Taxes on James McNeal tract		57 29		
July.	26	" " " " " " " on a/c Services as Supt		25 00		
Sept.	4	" " " O. E Wennesdorf examining mines & preparing report		63 59		
"	"	" " " Pidgeon and Stewart horse & Buggy hire		5 50		
"	8	" " " Wm E. Wallace a/c as Supt.		50 00		
"	25	" " " Murray & Smith a/c services in Sundry Ejectment Suits		60 00		
"	"	" " " Allison O. Smith for services in taking depositions in suit as Central Trust Co. vs B. M. C. M. Co.		20 00		
Dec.	10	" "				
1901	10	" " " D. D. Gingery, Sheriffs costs on sale etc		39 70		
Jan	2	" " " J. S. Showers Ins. on Tipple		15 07		
Feby.	16	" " " The Harrisburg Trust Co. on account of loan under Order of Court		1500 00		
"	19	" " " N. Y. Tribune along Lands		2 40		
"	"	" " " N. Y. Herald " "		4 80		
"	23	" " " N. Y. World " "		2 00	1918	27

1901 Feby. 2

1900 Nov. 1

Dec. 1901 2
Jany. 2
Feby. 2
Mch. 2
April 2
May 2
" 2

Continued from Page 102

1901 Feby. 23	Amount paid by Wm E. Wallace as follows viz for work of prospecting on lands of Co		45	53	
	" Taxes on lands		30	32	
	" Carriage hire		22		
	" time & services (one ass)		79	02	
	" Royalties to Eberhardt & Beel		235	97	412 84
	" " " Wallace Bros. for work & etc.		33	16	
	" " " " " for R R Siding		16	50	
	" " " " " sale of lots. (Services)		77	80	127 46
	For amount due The Harrisburg Trust Co. for balance on loan under Order of Court	1269			
	" " " " Hollidaysburg Iron Nail Co. for R. R. Iron	250			
	" " " " James Gatehouse for examining mines, attending as witness at Clfd. Pa	18	00		
	" " " " O E. Wormelsdorf for examining lands & attending as witness at Clearfield Pa.	35	50	1572	50
1900 Nov. 14	For amount paid County Treasurer of Clearfield Co., Pa. for taxes accrued on company lands to Jany. 1901	7639	08		
	For payments made on account of loan served under Order of Court dated Nov. 12. 1900 as follows. viz				
" "	For amount paid The Equitable Trust Co. of Phila.	1844	21		
" 20	" " " Do.	1037	65		
Dec. 20	" " " Do.	818	23		
1901 Jany. 21	" " " Do.	818	23		
Feby. 20	" " " Do.	693	40		
Mch. 20	" " " Do.	420	14		
April 20	" " " Do.	944	69		
May 20	" " " Do.	902	93		
" 24	" " " Do.	315	74	5434	30
	The Receiver also claims credits for balance due Wm. E. Wallace for services as Supt. for 5 years at $25.00 per month	959	14	959	14
	The Receiver claims for his time, care responsibility, traveling, hotel and incidental expenses; for professional services in negotiating loans to redeem property & pay taxes etc. preparing petitions orders of Court. arranging & preparing mining contracts and for his services for 5 years	2500	00		
	The Receiver also asks Credit for costs due Prothonotary, court of Common Pleas of Clearfield Co., Pa.	18	10	2518	10
	Total Credit side of account			26699	37
	Debtor " " "			25158	91
	Excess of Credits			1540	46

Respectfully Submitted June. 3. 1901
by Samuel J. M. McCarrell
Receiver C. C. Coal Co.

Continued to page 104

17th Jany. 1903 Petition of Defendants Receiver for permission to assent to transfer of a certain Lease or Mining Contract and order of Court thereon.

And now to wit, Jany. 17th 1903. upon presentation of the foregoing petition and due consideration thereof. the Court doth hereby grant unto the petitioner, as Receiver of the Clearfield Creek Coal Company, permission to consent to the transfer of the lease or mining contract therein mentioned by the Berwind White Coal Mining Company unto the Cambria Coal Mining Company, and to accept the said, the Cambria Coal Mining Company as the substituted lessee under said lease or mining contract. and upon the execution of said transfer and the assumption of the performance of the covenants and conditions in said lease or mining contract by the Cambria Coal Mining Company, as substituted lessee, to release the Berwind-White Coal Mining Company from further liability, under said lease, upon its paying the royalties accrued for coal actually mined up to the date of the said transfer.

By the Court Cyrus Gordon P.J.

continued from page 103

15 Sept. 1904 Petition and Decree filed

Now the 5th day of September A.D. 1904 the within petition having been presented and considered, and the Court being satisfied that the benefits arising from the operation of a railroad over the said premises is a consideration for the conveyance of the said premises, it is hereby ordered and decreed that the said S. J. M. McCarrell, Receiver of the Clearfield Creek Coal Company, shall by good and sufficient deed convey to the said Clearfield Southern Railroad Company, its successors and assigns, forever, all the right, title and interest of the said Clearfield Creek Coal Company of, in and to the said described parcel or strip of land as shown on the draft attached to the petition in this matter filed.

By the Court

Allison O. Smith P.J.

Nov. 18. 1904 Confirmation of Sale filed

Now, to wit, the 16th day of November, A.D. 1904 it is ordered, adjudged and decreed that the sale so made and returned be ratified and confirmed, and that the premises so sold be and remain unto the Clearfield Southern Railroad Company, its successors and assigns, firm and stable forever.

By the Court

Allison O. Smith P.J.

April 2nd 1906 Petition for sale of Right of Way to S. Joshua Mountz land described as follows:-

All that certain right of way over and across that certain piece or parcel of land situate in the Township of Gulich, Clearfield Co. Penna., bounded and described as follows, All that certain strip or piece of land 60 feet wide; that is to say a width of 30 feet on each side of the line established for the center line of the proposed extension of the Line, Stone Quarry Branch off the Little Muddy Run Branch of the P. R. R., beginning at a stake on said center line at the point where it crosses the Southerly line of the George Moore, Jr. tract (now the property of the David K. Ramey estate); thence S. 85° 31' E. 20 feet to a stake; thence by other line of said David K. Ramey estate S. 60° 16' E. 111.05 feet to a stake in right of way line, thence thereby S. 5° 53' West 110.03 feet to a stake; thence by a line curving toward the S. with a radius of 985.37 feet the distance of 471.14 feet to a stake; thence S. 33° 18' W 496.26 feet to a stake; thence by a line curving toward the Southeast with a radius of 925.37 feet, the distance of 760.2 feet to a stake; thence S. 13° 50' East 731.43 feet; thence by a line curving toward the S.E. with a radius of 1116.28 feet. the distance of 598.8 feet to a stake; thence S. 44° 33' E. 940.79 feet to a stake; thence by a line curving toward the S.E. with a radius of 1402.69 feet. the distance of 540.8 feet to a stake. thence S. 66° 37' E. 488.73 feet to a stake in the Northerly line of Edward Stand tract (now the property of the David K. Ramey estate) thence thereby N. 85° 22' West 188.66 feet to a stake; thence N. 66° 37' W 311.97 feet to a stake, thence by a line curving toward the Northwest with a radius of 1462.69 feet. the distance of 564.4 feet to a stake; thence N. 44° 33' W. 940.79 feet to a stake; thence by a line curving toward the Northwest. with a radius of 1176.28 feet. the distance of 632.2 feet to a stake; thence N. 13° 50' W 731.43 feet to a stake; thence by line curving toward the Northeast with a radius of 985.37 feet, the distance of 809.8 feet, the distance of 809.8 feet. to a stake; thence N. 33° 18' E. 499.26 feet to a stake; thence by a line curving toward the N. with a radius of 925.37 feet. the distance of 442.2 feet to a stake; thence N 5° 53' E 114.03 feet to a stake in the aforesaid Southerly line of the George Moore, Jr. tract; and thence thereby S. 85° 31' E 30 feet to a stake and the place of beginning. containing 7.01 acres more or less.

April 2nd 1906 Decree ratifying sale of Right of Way to S. Joshua Mountz. filed.
April 2nd 1906 the within sale to S. Joshua Mountz is ratified and confirmed. By the Court.
Allison A. Smith P.J.

June. 19. 1917. Petition and decree filed.
Now the 15 day of June A.D. 1917 the within petition having been presented and considered, and the court being satisfied that the prayer of the petitioner should be granted, it is hereby ordered and decreed that the said S. J. M. McCarrell Receiver of the Chesapeake Creek Coal Co., shall by deed convey to the said Henry B Swoope, his heirs and assigns all of the Coal lying in, under and upon the two tracts of land as particularly described in the foregoing petition, together with all the mining rights, privileges thereunto belonging.
By the Court
Singleton Bell P.J.

December Term 1896.

S + P.	Rev. G. C. Sheppard and Rev. B. F. Sadler	Bill in Equity. Praying the Court. Your Orators therefor pray Your Honorable Court to grant them relief as follows:
19 Oct	1	First. That said W. Bryanton be enjoined by a writ of preliminary injunction until final hearing and thereafter by a writ of perpetual injunction from exercising or attempting to exercise the functions
	Rev. W. Bryanton	of Pastor of said congregations at Harmony Chapel
M + S	David McGarvey Joseph McGarvey Mathew McCully, Matheu McGarvey, William Lindsay, Trustees of Harmony Chapel, Methodist Protestant Church.	and Mount Zion Church and from occupying the church edifice of said congregations and the respective pulpits as Pastor, and to order and decree that he deliver to your orators the possession of the parsonage thereto belonging, situate in the Borough of Burnside Clearfield County. Penna.
	David Byers, D. T. Mitchel and Joseph Hutton, Trustes of Mt. Zion Church Methodist Protestant Church.	Second. That the Defendants, David McGarvey, Joseph McGarvey, Mathew McGarvey Matheu McCully and William Lindsay as Trustes of Harmony Chapel and congregation! and David Byers, D. T. Mitchell and Joseph Hutton as Trustes of the congregation and church of Mt. Zion and their adherents, be enjoined by a preliminary writ until final hearing, and thereafter perpetually by injunction, from in any way interfering with your orators G. C. Sheppard and B. F. Sadler as President of the Annual Conference and Pastor respectively of said congregations, and their successors in said office in the free access of them and each of them, in and to said church edifices or buildings and the pulpits thereof and from interfering with your orators in the discharge by them or either of them of their duties as President of the Annual Conference and pastor respectively in and about said church edifices aforesaid, or the parsonage therewith connected.
	Pro. Gregory $2.50 Atty ~~3.00~~ Pro Gregory .50 " " .50 " " 1.50 Sheff Smith 15.00 Pro Gregory 1.50 " " .50 " " .50 N.E. Patchin Cord .20 Pro Gregory 1.50 Atty - drawing Bill 10.00 " Other Services 15.00 Printing Bill 9.00 Fee Docket .75	Third. That your Orators may have such other and further relief as to equity and Justice belong and your Honorable Court may deem meet and proper.

Plaintiff files usual notice, with affidavit, to Defendants that unless they file an answer or cause their appearance to be entered for them within fifteen days they will be liable to have bill taken pro confesso, and decree made against them in their absence.

Now 19" Oct 1896 Affidavits of H. B. Darr, John Lee, H. S. Mitchell and Jacob Ruffner filed.

And now 19" Oct 1896 Bill presented read and considered and it is thereupon ordered and decreed, that a writ of preliminary injunction issue now (to be taken as dissolved unless a motion to continue the same be argued hereafter) commanding and enjoining the said Rev. W. Byanton to desist from and cease occupying the pulpits and church edifices known as Harmony Chapel, situate in Chest Township Clearfield County Pa, and Mound Zion Church building in Burnside township, county and state aforesaid of the Methodist

18 Jany 1897 Rec'd writ of Inj. & Sub. $4.75
20 Jany 1897 Rec'd of Sheff Smith $5.10 & 25¢
Sheff's Opinion Atty Reimb'd Plaintiff
Cost $9.25
H. C. Gregory

Protestant Church and from using and occupying said pulpits and Church buildings for divine worship.
And also commanding, enjoining and decreeing that the said David McGarvey Mathew McGarvey Joseph McGarvey, William Lindsay and Mathew McCully as trustees of Harmony Chapel shall no longer permit or aid and abet the said W. Bryanton to use and occupy the pulpit and church building, and also enjoining and decreeing that David Byers, D. T. Mitchell and Joseph Hutton, as trustees of Mount Zion edifice, shall no longer permit aid and abet the said W. Bryanton to use and occupy the church edifice. But that he and they ~~and~~ are enjoined hereby from excluding Rev. B. F. Saddler from using occupying and enjoying said pulpit and church edifice, for holding Divine worship as Pastor thereof.
That a motion to continue this preliminary injunction be heard before me at Clearfield on the 9th day of November 1896. Five days notice of the time and place of said hearing to continue, be given to said Defendants and also of this injunction.
And it is further ordered that before the preliminary writ issue, a bond with at least two sureties in $500 be filed with the Prothonotary.
Bond to be approved by the Court.

By the Court.
Cyrus Gordon. P. J.

Now 19th Oct 1896 Bond of Injunction in the sum of $500 filed and approved with H. B. Darr, John Lee, A. W. Byers, H. S. Mitchell and T. J. Hutton as Sureties.
Now 20th Oct 1896 Writ of Injunction issued.
Now Oct 22d 1896 Served as within commanded upon all within named Defendants by handing each a true and attested copy thereof and by making contents known.

So ans.
Frank Smith. Sheriff.

Now 11th Nov 1896 Defendants Answer filed
Nov 9th 1896 By paper filed, hearing of motion to continue preliminary injunction continued to next Argument Court.
Now 11th Dec 1896, Opinion of the Court filed.
And now 11 Dec 1896, By consent of Counsel for Plaintiff and Defendents the following decree is entered in above case, viz:
It is adjudged ordered and decreed,
First: That the Defendant William Bryanton be and is hereby enjoined from exercising or attempting to exercise the functions, privileges, rights or duties of the Pastor of the congregations, assemblages and adherents of the Methodist Protestant Church at Harmony Chapel and Mount Zion Church, and from further occupying the said Church buildings and the respective pulpits therein until restored to such right by the action of the Annual Conference of the Methodist Protestant Church,
Second: That the Defendants, David McGarvey, Joseph McGarvey, Mathew McCully, Matthew McGarvey and William Lindsay, David Byers D. T. Mitchell and Joseph Hutton, be and are hereby enjoined from in any manner interfering with the Plaintiffs G. C. Sheppard and B. F. Saddler as President of the Annual Conference, and the regularly appointed pastor of the respective congregation or assemblage of the Methodist Protestant Church at Harmony Chapel and Mount Zion Church in the exercise of their rights privileged, duties and words duly conferred particularly with the exercise by B. F. Saddler of the right privilege, duties and work of pastor of said congregation collectively or as individual members of the Methodist Protestant Church: and from occupying or using said Church buildings or permitting the said William Bryanton

to use occupy or preach in said Church buildings until restored to such right by the Annual Conference of the Methodist Protestant Church.

Third: That the Defendant to pay the costs legally taxable under the law in Equity proceedings.

By the Court

Cyprus Gordon. C J

ALL PAGES

FROM

109 TO 111

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AND NOT

SCANNED

December Term 1896.

Bell

James L. Leavy of Clearfield Pennsylvania,

2 Nov

2

The Central Pennsylvania Light and Power Company.

Bill in Equity. Praying the Court.
First:
That a Receiver be appointed to take charge of the business, property and assetts of the said the Central Pennsylvania Light and Power 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.
Second:
That such other and further relief be granted as Justice and equity may require, or as the Court may deem necessary and proper.
And your orator will ever pray.
James L. Leavy.

Pro Guigley		$ 2.50
ally		3.00
Pro Guigley		.50
"	"	75
"	"	1.25
"	"	1.00
"	" (Order)	1.00
"	" "	1.00
"	"	50
"	"	75
"	"	1.00
		13.25
Passing each		5.00
Admitting		5.00
		$ 23.25

Rec'd 12. Aug 1898 the above Bill cost
J. J. Guigley

Now 2nd Nov 1896 This cause coming on to be heard on Bill and Answer in which answer the Defendant Company joins in the prayer for a Receiver, and admits the facts alleged, it is hereby ordered adjudged and decreed that the prayer of the bill be granted, and A. W. Lee of Clearfield. Pa. is hereby appointed Receiver to take charge of the property business and assets of the said The Central Pennsylvania Light and Power Company, Respondent and administer the same under the direction of the Court according to law for the protection and according to the rights of all parties interested therein.
Said Receiver to give bond in the sum of Two Thousand dollars with one or more sureties to be approved by the Court.
By the Court.
Cyrus Gordon, P. J.

Plaintiff files affidavit with usual notice to Defendant to that unless an appearance be entered or answer filed within fifteen days from date of service thereof they will be liable to have the bill taken Pro Confesso and a decree made against them in their absence.

Nov 2nd Nov 1896 Defendant to answer filed.
Nov 2nd Nov. 1896 Bond of Receiver approved by the Court and filed with James L. Leavy and Allison O. Smith, sureties in the sum of $2000.

Nov 10 Feby 1897 Order of the Court filed.
Nov 1 Feby 1897 Petition read and considered and thereupon, A. W. Lee, Receiver is hereby authorized and directed to purchase One Dynamo in value not to exceed $1100.00

and for said purpose is authorized to expend the revenues of the plant to the amount required for said purchase and if necessary for the purpose hereby ordered said Receiver is hereby authorized to borrow money to pay for the same and to issue Receivers certificates for money so borrowed which certificates shall be a first lien upon the property of The Central Penna Light and Power Company and shall be first paid out of the moneys coming into the hands of said Receiver.

By the Court.
Cyrus Gordon. P.J.

Now June 15th 1897 petition read and considered and thereupon A W Lee Receiver is hereby authorized and directed, to purchase one boiler in value not to exceed $900.00 and for the said purpose is authorized to expend the revenues of the ~~said~~ plant to the amount required for said purchase and if necessary for the purchase hereby order said Receiver is further authorized to borrow money to pay for the same and to issue Receivers certificates for money so borrowed, which certificates shall be a first lien upon the property of the Central Pennsylvania Light and Power Co and shall be first paid out of Monies coming into hands of said Receiver

By the Court Cyrus Gordon PJ

Petition of A W Lee Receiver filed praying permission for expenditure of money for repairing damage to building and machinery caused by wind storm of 16 Sept 1897

Now Oct 1st 1897. Petition read and considered and thereupon A W Lee Receiver, is hereby authorized to erect and make necessary repairs to the building and machinery, occasioned by the wind storm mentioned in within Petition and for such purpose he is authorized to expend the revenues of the plant to the amount required for the said repairs and if necessary, said Receiver is further authorized to borrow money to pay for the same and issue his certificate for the money so borrowed which certificate shall be a first lien upon the property of the Central Pennsylvania Light and Power Company, and shall be first paid out of monies coming into the hands of said Receiver

By the Court
Cyrus Gordon P.J.

26 July 1898 Act of receiver filed

Now) 26 July 1898 Petition for discharge of Receiver and decree of the Court filed "& same day the within petition came on to be heard and it appearing that the best interests of creditors and stockholders and all persons interested in said company will be best served by the discharge of said Receiver and it appearing that the creditors of said Co so far as known to the Receiver & to the Co consent to said action and join in the prayer for such discharge it is now ordered and decreed that the Receiver A W Lee be and is hereby discharged from his Receivership and is directed to file a statement of account of his receipts and expenditures and to pay over the balance if any in his hands to the Treasurer of the said Co and the full control and management of the property business and affairs of the said Co shall be and is hereby revested in the said Central Pennsylvania Light and Power Co.

By the Court. Cyrus Gordon P.J.

7 Sept 1898 Receivers Act Confirmed Nisi By the Court
12 " " " " " Absolute By the Court.
J Gregory Pro.

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SCANNED

February Term 1897.

Guilford. Ethaniel Dale

15 Dec 1

Fielding Thomas H. Harmon
James M. Spencer and
Fielding Charles D. Ames and
James Logue Admr of
Estate of Josephine
Williams. Decd

Bill in Equity. Praying the Court.
First:
That said contract or lease dated the 21st day of Sept A.D. 1893, be cancelled and set aside and all deeds made for the transfer of any interest under the same.
Second:
That pending this bill the Defendants and each of them be specially and thereafter perpetually restrained and enjoined from pledging or disposing of said property, or any rights they may now have under said lease or contracts.
Third.
That he will have such other or further relief as may seem proper
And so he will ever pray.

Pro Guilford	$ 2.50
Alty	3.00
Pro Guilford	50
Sh Peace	2.00
Pro Guilford	.50
Clerks paper book	10.00
Sh Peace	.50
Pro Guilford	7.75
Sheff Smith	1.00
Pro " Cromartie	5.00
Pro. Guilford	4.76
Sh Bell (Bench)	1.00
	2.50
	6.50

Plaintiff files affidavit with usual recitals Defendants, that unless an appearance be entered or answer filed within fourteen days from date of service hereof they will be liable to have the bill taken Pro. Confesso and a decree made against them in their absence.

21 Jany 1897. Served the within Bill in Equity also the Copy of Certified Order of Court on Thomas H. Harmon one of the within defendants by handing him a true and attested Copy of the Bill in Equity and Copy of Certified order of Court and Making Known to him the Contents of each of them. So on oath answers

Robt D Peck Dep Clk Pro

By paper filed 22 Jany 1897. Frank Fleming, Esq appears for Thomas H Harmon defendant

By paper filed 2 Feby 1897 Frank Fielding appears for Ames

Mon. Feby 6th 1897. Demurrer of Thomas H Harman and Chas D Ames to bill of Complaint filed

Now Jany 21st 1897 Served the within bill in Equity upon Charles D Ames by handing him a true and attested copy thereof and by making contents known. As to the other Defendants, I return this writ Nihil Habit.

So on oath answers

Frank Smith. Shff.

Now Jany 7th 1897 On motion of George M. Guilford, Solicitor for Plaintiff, it is ordered and decreed that personal service of the Bill of Complaint and of this order be made upon said defendants, Thomas Harmon, James M. Spencer and James Logue, Admr of Josephine Williams, Decd, wherever they may be found in the State and that within fourteen days after such service upon them they cause their appearance to be entered, and plead, answer or demur to such bill and that this order shall be returnable according to law within fifteen days after service upon them.

By the Court.

Cyrus Gordon. P.J.

February Term 1897

And now. February 10 1897. On Motion of George M. Telford. Solicitor for Plaintiff it is ordered and decreed that personal service of the bill of complaint and of this order be made on W Atherton one of the Administrators of the estate of Josephine Williams decd and as party defendant in the above case wherever he may be found in this State and that within fourteen days after such service upon him, he cause his appearance to be entered and plead answer or demur to such bill and that this order shall be returnable according to law within fifteen days after service upon him

By the Court
Cyrus Gordon P.J.

And now March 13 1897. Served the within Bill in Equity, motion to amend and order for service personally, on W. A. Hartsock by making known to him the contents thereof and by giving him true and attested copies of the same and by giving him an oath answer
W M Crousler Sheriff
(Centre Co Pa)

And now. Feby 10 1897. On Motion of George M. Telford Solicitor for Plaintiff, section number five of plaintiffs Bill filed in the above case is amended so as to read as follows.-
"5th- That since the execution of deed of assignment from James M. Spencer to the said Josephine Williams the said Josephine Williams has died and John A Logue and W A Hartsock have been appointed Administrators of her estate by the Orphans Court of Centre County Pa

By the Court
Cyrus Gordon P.J.

Notice of proposed amendment given me Feby 10 1897
Chas Gilgang
Atty for T H Harnum and C D Ames

Now 5th April 1897. It appearing by affidavit to the satisfaction of the Court that the defendant James M Spencer cannot, upon diligent enquiry be found so as to be personally served with process on motion of George M Telford solicitor for plaintiff, it is ordered that the bill of Complaint be served on the defendant by publication in the manner prescribed by law for four successive weeks in one Newspaper published in Clearfield County and that in default of appearance within fifteen days after the last publication of the bill may be taken pro confesso and that any further process rule notice or order as decree in the cause of which service shall be required, be served on the said defendant in like manner with the like period of fifteen days for appearance or compliance By the Court
Cyrus Gordon P.J.

And now March 21 1897. Served the within Bill in equity motion to amend and order for service personally on John A Logue by making known to him the contents thereof and by giving him true attested copies of the same to answers on Oath
G F Bell Sh

Continued to 120

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Continued from Page 87—

The other thereof being that certain lot bounded on the south by Washington Avenue, on the East by land of W J Patton on the North by an alley, and on the west by land of R M Boyer Mal and being 30 feet wide by 150 feet deep. Conveyed to your petitioner from Francis Smith Sheriff of said County. By Deed Poll dated Sept 4th 1895 and recorded in Sheriff's Deed Book No 1 Page 76 to Joseph A Vasbinder of DuBois Pa. for the sum of One Thousand Sixty Seven 00/100 Dollars Cash on confirmation of sale by the Court

Which sales so made upon the respective terms herein stated he prays may be confirmed by your said Court

Hugh McCullough Receiver

Now Nov 24, 1896. The within sales are hereby Confirmed absolutely according to the prayer of the petitioner on the terms therein or in said return set forth By the Court

Cyrus Gordon.
P.J.

4th Feby 1897 Petition of Haugh McCullough Receiver filed.

Now Feby 4th 1897 the foregoing petition read and considered and Haugh McCullough Receiver the foregoing petitioner is hereby authorized to unite with the within named M. J. Mouette, the owner of the other undivided one-half of the lands in said petition described in an amicable partition of said lands between them, the said Receiver and the said Mouette so as to vest the one-half part of the same in the said Mouette, so as to vest the one-half part of the same in the said Mouette, and the other one-half part thereof in the said Haugh McCullough, Receiver in severalty, and the said petitioner is hereby further authorized to execute and deliver as well as receive, the deeds necessary for properly carrying out and completing said partition. In making said partition said lots or land are to be divided into two lots as nearly equal in value as is practicable under the circumstances. By the Court.

Cyrus Gordon.
P. J.

Petition filed April 7th 1897-

The petition of Hugh McCullough Receiver of said Bank respectfully represents- That pursuant to the order of your said Court of January 23 A D 1896 he has this day (April 2 A D 1897) sold to William A Depe of Brady Township said County, James F Depe and Mary wife of Julius A Depe of DuBois Pa at Private Sale, all that certain lot or piece of Land situate in said borough of DuBois described as follows Viz Beginning at an Iron pin in the corner of Jared Street and Valley Avenue, thence along line of Valley Avenue North 37° and 30' west 147 feet to post at a 10 foot alley thence along line of said alley, North 37° East 65 3/10 feet to a post, thence along property of Bank of DuBois or Hugh McCullough Receiver South 38° 55' East 147 feet to Iron pin in line of Jared Street thence along West line of Jared Street South 37° West 70 feet to Beginning and being part of the same premises conveyed to your petitioner from H Loeb et. ux. by deed dated April 29 A D 1895 and recorded in said County in deed book No 86 page 553 &c for the sum of Three thousand dollars payable as follows Viz Four Hundred dollars Cash on confirmation of Sale, Six Hundred dollars May 1 A D 1897. One thousand dollars April 7th A D 1899 and the balance April 3 A D 1900 with interest on the last two payments from April 3 A D 1897 which sale we pray may be confirmed by your said Court and we will ever pray Hugh McCullough Rec

Now April 2nd A D 1897 the foregoing petition and return read and the matter mentioned & all to wit Wm A Depe James F Depe and Mary Depe wife of Julius A Depe by the petitioner of the lot or piece of land in said petition described for the sum of Three Thousand dollars private Sale is hereby Confirmed and the said Hugh McCullough Receiver is hereby authorized to execute & deliver to the said William A Depe James F Depe and Mary Depe Conveyance in fee Deed for the lot or piece of land in said petition described upon the payment or proper securing of the purchase money due and payable under the terms of said Sale as stated in said petition — By the Court Cyrus Gordon P.J.

Petition Rec'd. May 5 - 1897.

The petition of Hugh McCullough Receiver of said Bank Respectfully represents.-
That pursuant to the Order of your said Court of January 23 A.D. 1896, he united with W.C. Pentz in private Sale to L.E. Weber of the Borough of DuBois Pa, of the following lot or piece of land situate in the Borough of DuBois aforesaid, being part of the same premises conveyed to your Petitioner from M.W. Wise et ux by Deed dated Dec 31st 1895 and recorded in said County in Deed Book No 92 Page 168- and being described as follows Viz:- On the East by North Brady Street, on the North by Scribner Avenue, on the West by lot of J.B. McEnaney and on the South by lot of David Reams said lot being fifty feet wide on North Brady Street, by One Hundred and forty feet deep more or less. to said McEnaneys lot and purchase to include the right to use a division wall in Common with said Reams, and reserving an Alley way in rear of said lot for said Reams his heirs and Assigns so long as said Weber may use same for an alley. for the Sum of Six Thousand Dollars payable One Hundred Dollars Cash. balance in five years with interest payable Semi-Annually your petitioners share being the one half thereof.
That pursuant also to said order of Court he did on the 23 day of April A.D. 1897 Sell at private Sale a certain lot of land situate in the town of Manitou El Paso County Colorado being part of the same premises the undivided half thereof was conveyed to your petitioner from Jas. E. Long by deed dated December 28 A.D. 1895 which lot, inter alia, Subsequently, by Amicable partition of said premises with the owner of the other undivided half thereof with the assent of your said Court became vested in your petitioner in severalty and lot being described as follows. Viz:- Being lot No. One of the East half of Lot No. Two in Moretto Sub-division Manitou, to J.B. Francesco trustee, of El Paso County aforesaid for Nine hundred Dollars payable $350- in Cash & balance in six months with interest; which Sales he prays may be Confirmed by your said Court and that as the facts in the case moved appear to justify it, he may be permitted to extend the time of payment of the deferred payment for the lot sold said L.E. Weber to five years as herein before stated.
He further prays that pursuant to said order, your said Court authorize him to unite with said James E. Long in the Conveyance to the following named purchasers respectively, both of the Borough of Brookville Pennsylvania of the following two Several properties Situate in Taylors and Longs addition to said Borough of Brookville which has been previously sold by said Long & Taylor to the said several purchasers or their assigns upon the payment of the respective balances of purchase money due on said agreements, your petitioners sold are being the one half thereof. Viz:- 1. Mrs Kate Stautzel lot No. One Hundred and Eighty eight. Balance of purchase money Two Hundred and Fifty Dollars. - 2. Henry Spitz's lot Nos. Two Hundred and Thirteen and Two Hundred and fourteen. balance of purchase money Fifty five Dollars and thirty five Cents. Said last described three lots being part of the same premises the undivided one half part thereof was conveyed to your petitioner from David G. Gourley Hugh Sheriff of Jefferson Co. Pa by Deed Poll dated September 6th A.D. 1895 and recorded in Jefferson County in Deed Book Vol 75 page 99.- That pursuant also to the aforesaid order of Court he did on the 3rd. of May A.D. 1897 Sell at private Sale a Certain piece of land situate in Rose Township Jefferson County Pa part of the same premises Conveyed to your petitioner from David G. Gourley, Sheriff of said County by Deed Poll dated Dec 12 A.D. 1895

Next Page

and recorded in Jefferson County aforesaid in Deed Book Vol 75 Page 208, and
piece being described as follows Viz. Beginning at a post in Pine Mine Run at
Corner of Lot No 3 and land of Burgoon N. 89½ degrees W. 108 85/100 P. to a post
thence by lands of Nogle & Crall S. 30 Minutes W 121 63/100 P. to a post on
land of Isaac Johns, thence by land of said Johns E. 76 75/100 P. to a
post in Pine Mine Run; thence by said run its several Courses and distances
to the place of beginning, Containing 55 acres 33 3/10 perches more or less
and known as Lots Nos 1 and 2 in the Subdivision of the premises
last named, to Henry E. Plyler of Beaver Township Jefferson County
aforesaid for the Sum of Four Hundred and five dollars Cash on
delivery of Deed which Sale he also prays may be Confirmed by
your said Court. And he will ever pray etc

Hugh McAnough Receiver.

Now May 5 AD 1897 the foregoing petition read, and the within mentioned Sales
of Real Estate, made by the within named receiver to L. E. Weller,
J B Francelon Trustee & Henry Plyler, respectively are hereby Confirmed,
and the Court hereby assents to the said Receiver entering in the terms
of Payment of the balance of the purchase money provided under the
Contract of said Receiver and W C Petit within named and said
L. E Weller extending the time of said payment to Five years
instead of three years as generally stipulated in the former order
of said Court directing Sale of Real estate by said Receiver.
And the said Hugh McAnough, is hereby authorized to unite with the
said W. C. Petit in the execution and delivery of deed to the said
L E Weller, and to execute and deliver deeds to the said JB Francelon
Trustee and Henry E. Plyler respectively and to unite with the said
James E Long in the execution and delivery to the within named
Mrs. Kate Stanzell and Henry Fritz respectively for the properties
respectively purchased by or to be conveyed to them, upon the
payment or proper securing of the purchase money due said
Receiver upon the respective properties

By the Court

Amos Gordon P.J.

13 July 1897. Rule granted on Hugh McCullough Receiver to show cause
why he does not pay to your Petitioner the said Sum of
his Claim as he has to the other creditors of said Estate
Returnable First Monday of Aug 1897
13 July 1897 Service of above Rule accepted & further service
waived

McEnally & McCreary
attys for H McCullough Receiver

Now 9th Aug 1897 Answer of Hugh McCullough filed
Nov 29 Oct 1897 Plaintiffs depositions filed
On Argt List for Mar 1898.

Continued to Page 152

May Term. 1897.

B. F. Chase

17 July

John M. Chase

-1-

Harvey Patterson, D. Bates Bell, Deposit National Bank of DuBois, Penna, Fifth National Bank of Pittsburg Penna & Newton McCord County National Bank of Clearfield, Penna, Joseph E. Parnell, Meade B Coulter, Carrolltown Bank of Carrolltown Cambria Co. Penna, The Iron City Mutual Fire Insurance Co of Pittsburg, Penna.

Bill in Equity, Praying the Court.

First:

That the said Harvey Patterson, D. Bates Bell, Deposit National Bank of DuBois, Fifth National Bank of Pittsburg, & Newton McCord, County National Bank of Clearfield, Joseph E. Parnell, Meade B. Coulter, Carrolltown Bank of Carrolltown, The Iron City Mutual Fire Insurance Company of Pennsylvania, and all other parties, persons firms or corporations interested in the premises may be required to appear in this honorable Court on a day therein to be named to show cause if they or either of them can why a commission shall not issue under the seal of this honorable Court, to be directed to such person or persons as this Court shall appoint, for examining your petitioner in perpetuam rei memoriam, for the proof of the matters aforesaid.

Second:

That your orator may be permitted to bring in such other parties persons firms or corporations at any time upon ascertaining them defendants herein and serving a copy of this bill upon them.

Third:

That the said defendants above named as well as all persons who may hereafter be added to this Bill and be shown to have any of said forged notes in his or their possession may be required to surrender up and deposit the same with this Honorable Court.

Fourth:

For such other and further relief as to your Honorable Court may seem just and equitable concerning the matters contained in this bill.

B. F. Chase.
Solicitor for Plaintiff.

Atty	$3.00
Pro. Surety	$2.50
" "	50
" "	50
" "	1.25
" "	2.00
" "	50
" "	25

Rec'd 10 may 1897 of B. F. Chase my costs in this case.
F. Guiney

Plaintiff files affidavit with usual notice to defendants that unless an appearance be entered or answer filed within fifteen days from date of service thereof they will be liable to have the bill taken Pro Confesso and a decree made against them in their absence.

Now July 17th 1897 Served the within bill and notice on Harvey Patterson by making known to him the contents thereof and handing him a true copy thereof. So answers on oath. B. F. Chase.

Now 17th July 1897 B. F. Chase being duly sworn according to law doth depose and say that he is the Solicitor in the above entitled case and is acquainted with the facts in the case. That D. Bates Bell Fifth National Bank of Pittsburg Penn, Iron City Mutual Fire Insurance Company are residents or doing business in the county of Allegheny. Penna. Joseph E. Parnell, Medde B. Coulter and the Carrolltown Bank of Carrolltown Pa. are citizens of or residing in the County of Cambria, Pennsylvania.

That the said Defendants above named are important parties in interest in order that the Plaintiff may have the full relief sought in said Bill of Equity as above.

That your Honorable Court has acquired jurisdiction of said Defendants under the Act of Assembly and Rule of Court in such case made and provided, in that the subject matter in controversy, viz: the perpetuating of the testimony of the Plaintiff in said Bill is within the jurisdiction of this Honorable Court, and service of the said Bill has been made on Harvey Patterson, the principal defendant within this jurisdiction as appears of record.

Now 17th Feby 1897 Order of Court filed.
And now 17th Feby 1897 On motion of B F Chase solicitor for Plaintiff, it is ordered and decreed that personal service of the Bill of complaint and of this order be made upon the said defendants D Bates Bell, Fifth National Bank of Pittsburg Penn Joseph E Parnell, Meade B. Cowher, Carrolltown Bank of Carrolltown, Penna, Iron City Mutual Fire Insurance Company of Pittsburg. Penna. wherever they may be found and that within fifteen days after service upon them they cause their appearance to be entered and plead, answer or demur to such bill and that this order shall be returnable sec, leg, within five days after notice upon them.

By the Court.
Cyrus Gordon. P J.

Feby 18th 1897 Service accepted for J N. McCord and personal service waived.
Murray & Smith.
Attys for McCord.

Feby 18th 1897 Served the within Bill on the County National Bank of Clearfield at its place of business by showing unto the contents thereof and handing a copy thereof to Thomas H Forcey President of said Bank.
Also served on J. Newton McCord by having service accepted by Murray & Smith his Attorneys.
Feby 19th 1897 Served on Deposit National Bank of DuBois Pa at its place of business by handing a copy of within Bill to M J. McCreight Cashier of said Bank and making known the contents thereof to him.
So on oath answers,
B F. Chase.

Feby 19th 1897 Served the within Bill and Order of Court on Carrolltown Bank of Carrolltown Cambria Co. Pa at its place of business by handing copies of Bill and Order to J A. Sharbaugh Cashier of said Bank and making known to him the contents thereof. Also on Joseph E Parnell and Meade B. Cowher of Patton Cambria County. Pa. by handing copies of Bill and Order to each of them and making known the contents thereof to each of them. So on oath answers,
John M. Chase Jr.

By paper filed 24th Feby 1897 see return of G. W. Brown sworn under oath, as follows:
That on Feby 19th A. D. 1897 a true copy of a Bill in Equity to perpetuate testimony No 1 May Term 1897 filed in the Court of Common Pleas of Clearfield County sitting in Equity and a certified copy of the order of said Court for the service of same given Feby 17th A. D. 1897 were personally served on W. P. Knight, Cashier of the Fifth National Bank of Pittsburg Pa at 2.50 P. M in the banking department of said Bank by personally serving and delivering a true copy of said Bill in Equity and certified copy of order of Court as to service of said Bill: and on D Bates Bell at his office in the Tradesmans National Bank Building at 3.15 P. M. by personally delivering a true copy of said Bill in Equity and certified Copy of Order of Court as to service of said Bill:

Second: That on Feby 23d A.D 1897 at 11.45 A.M a true copy of said Bill in Equity and certified copy of the order of Court for service of the Bill in Equity aforesaid were personally served on D O Johnson, Secretary of the Iron City Mutual Fire Insurance Company by personally delivering a true copy of said Bill in Equity and certified copy of Order of Court as to service of said Bill. Said personal service being made in the principal office in the presence of two or more witnesses.

Mow. March. 5" 1897. Answer of D Bales Bell filed

Mow March 9 1897 Answer of The Iron City Mutual Fire Ins Co filed

Now May 10" A.D. 1897 the forged notes on account of which the above Bill in Equity was brought having all been arranged and secured to the parties who held them by Harvey Patterson and those acting for him and the said notes having been delivered into the hands of A.H. Woodward Esq. District Attorney of Clearfield County and the cost of this Bill having been secured by them so far as known I direct the above proceedings be discontinued of record.

Allison O Smith

B.F. Chase
Solicitor for Plaintiff.

—September Term 1897.—

Mr. 5.	Lydia A Gearhart Minnie M Travel Carrie Gearhart and A W. Marks Guardian of Hobart A Gearhart and Helen Gearhart minor Children of Andrew Gearhart dec'd	Bill in Equity Praying The Court First= That the defendants be restrained by in- junction Preliminary now. and perpetual hereafter from sizing and occupying any portion of the premises of your orators and from widening Walton Street and Ida Street along the premises of your orators Second= That the defendants be required to pay your orators such damages as they have sustained by reason of work already done Third= That your orators may have such other and further relief in the premises as your Honor may seem meet and as Justice and equity may require.
12 May,	1	Plaintiff files affidavit with usual notice to defendants to appear on file answer within 15 days from service or they shall be liable to have bill taken pro confesso in their absence.
Cmly & Wilson	William G. Dunsmore Burgess. and James Stott President of Council. John Smith. Miles Dunlap John Swartz Simeon Hartshorn John. Shipley and John Fry members of the Town Council of the Borough of Chester Hill Clearfield County Pa. and Stewart Shoemaker and James McCabe defendants	And now May 12 A D 1897. Bill pro confesso and read. as also Injunction affidavits in this case and thereupon it is ordered and de- creed that the injunction issue preliminary now. to enjoin and restrain the said Burgess and Town Council of Chester Hill Borough and their agents servants and employees from entering upon occupying or in anywise interfering with the property of the Complainant described in this Bill 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 18 day of May A D 1897 at 1 Oclock P.M., five days notice of the time & place of Argument to be served on the Burgess of said Borough
Pro Gregory 2,50 Atty (Recd 1,50 Dec 95) 3,00 Pro Gregory ,50 " Gregory 1,00 " " 1,50 " " 1,50 H. Smith Sh 17,00		Writ of injunction to issue upon the Complain- ants giving bond in $500- with Sureties to be approved by the Court or Prothonotary By the Court Cyrus Gordon P J
Now May 22 1897 we appear for Defendants. W D Crosby A O Wilson Pro Gregory 1.50 " " 1,50		12 May 1897. W H

12 May 1897. Writ of injunction issued
May 12 1897 Served the within writ of injunction upon William G Dunsmore Burgess James Stott President of Council John Smith Miles Dunlap John Swartz Simeon Hartshorn John Shipley John Fry Stewart Shoemaker James McCabe by handing to each of them a true and attested copy of the writ and making Contents known also served Bill in Equity on above defendants by producing original writ and reading the Contents in their hearing and making same known to them So on oath answers

Frank Smith Sh'ff

18 May 1897. Hearing of Argument for preliminary injunction Continued till June 15 1897.

By the Court
Cyrus Gordon P.J.

May 31 1897 Defendants Answer filed
Nov 19 Dec 1897 Agreement of Counsel filed
Nov 19 Dec 1897 Opinion of the Court filed as follows
Nov 19 Dec 1897 In accordance with the foregoing opinion it is ordered adjudged and decreed, 1st That the injunction issued 17th May 1897 be dissolved and Complainants Bill dismissed.
2nd, That the Costs including printing Bill and answer and Bills of Witnesses at trial together with Subpoenaing the same be equally divided between the parties hereto. One half thereof to be paid by Complainants and the other half by Defendants.
3. Execution is stayed to both parties.

By the Court
Cyrus Gordon J

Drawing Decree. Solicitor ~~$10.00~~
other Interim Injun Proc. ~~$5.00~~
Deft Bill Cost ~~7.73~~ 13.07 Cents.
Pltf Bill 11.75
Pltfs Printing Bill Pay. Pltf 6.50
62.82

Rec'd 24 Aug 1897 of M.S.S 13.16 being 1/2 Pro G. Cook 1/2 Shef Smith Cook Qua 1/2 atty Fee.
D Gregory

Rec'd Dec 7 1897 of D.V. Wilson check for 79 91/100 being one half of Amount Due less $1.50 and one half of Costs adj Dec $79.91
D Gregory Ors

September Term 1897.

Atty	Antonio Colosi		Bill in Equity Praying the Court
			First=
			That an injunction issue restraining the said
			Mike Landi from engaging in the business
	-v-		of shoemaking or repairing in the Borough
			of DuBois, Clearfield Co. Pa. or in the vicinity
	Mike Landi		thereof in violation of the terms of said agree-
			ment
			Second=
Pro Singery	By Atty	2,00	That Mike Landi pay the costs of this proceeding
Atty		3,00	Third
Pro Singery	By Pff. & WE.	,50	Such other and further relief as in law and
"	"	,50	equity he may be entitled to receive
Sheriff		5,00	
Pro Singery	By Pff & WE.	,50	Plaintiff files annexed affidavit with notice to defend-
			ant that if he fail to appear and answer within 15 days on
			Bill be taken pro confesso in his absence

By paper filed 4 Sept 1897 Chas Wagner Esq appears for defdt

Sept 8 1897. defendants answer filed

Now. Aug 31 1897. Served the within writ upon the defendant by handing him true and attested copy thereof and making contents known to him Frank Arnold Sheriff

ALL PAGES

FROM

135 TO 139

ARE BLANK

AND NOT

SCANNED

December Term 1897

Ct Nv.	Mrs. Cordie Barrett	Bill in Equity. Praying the Court First=	
23 Sept	1	That an injunction may issue Preliminary at first to be made Perpetual here after enjoining and restraining the said defendants and each and every of them and their servants and employees from setting said proposed curb in the side walk in front of your Orators property as above specified or in taking any steps toward the taking possession of said proposed alley or any part thereof until the same has been duly established in accordance with law and the damage paid or secured	
	James Anderson Strat Commissioner, Wm Moore Borough Surveyor, W. B. Hughs Contractor, H. D. Kellar, Burgess and Frank McFeeley Chairman of Street Committee of DuBois Borough Council	Second= Other relief such as he may be entitled to,	
Pro Gregory		Third= That the defendants pay the costs of this Proceeding	2,50
" "		And now 23 Sept 1897. the Bill and Injunction Affidavits	1,00
" "		Presented and Considered. whereupon it is ordered	50
Atty		that the same be filed, It is further ordered ad-	3,00
Pro Gregory		judged and decreed that an injunction	1,50
" "		issue as prayed for restraining said de-	50
Geo Thompson By Bond		fendant their servants; agents and em-	1,00
" " By Bond		ployees and each of them from setting	50
		excavating for, or attempting to set the Corner Curb stone on the proposed alley or from doing any other thing or act in taking possession of any portion of plaintiffs lot or building for alley purposes until further order of this Court	
		This injunction to be Hereon as dissolved unless a motion to continue the same be argued before this Court at Clearfield Pa. On the 24 day of Sept 1897. at 10 Oclock A.M. Three days notice of this order to be given the defendants and each of them	
		By the Court	
		Cyrus Gordon	
		P. J.	
		Affidavits of H P Orrie & C H Barrett filed	
		23 Sept 1897	
		Bond filed 23 Sept 1897 in Sum of Three Hundred	
		Dollars with Spencer McTee & Geo V Cypher	
		Sureties & approved by the Court	
		7 Oct 1897. Defts Answer filed	
		7 Jany 1901 Decree filed	
		And now Jany 7. 1901 this case came on to be heard on	
		testimony and argument of council and at the request	
		of the parties a final decree is now entered with same	
		force and effect as a decree in final hearing. viz:	
		1st. It is hereby ordered, adjudged and decreed that the defts and each and every	
		of them as well as all other servants. agents and employees be and are perpetually enjoined	
		and restrained from entering upon or claiming as and for an alley the land or	

any part thereof West of a point three (3) feet 10 inches East from the East corner of the present brick building on Long Ave and running back in a line parallel with the division line between the George and Michael Shaffer lands to Spruce Alley from Long Avenue.

2. That the Borough of DuBois pay the costs less witness costs of Deff. and Peff to pay for drawing the bill

By the Court
Cyrus Gordon. P.J.

December Term 1897

Oct 23 M.

The Allegheny Valley Railway Company

-vs-

The Borough of DuBois. A. S. Kharr Burgess James Anderson Street commissioner. Frank Hetfield, Chairman of the Street Committee. W. A. Moore Borough Surveyor and W. B. Hughs Contractor

Bill in Equity Praying the Court First=

That an injunction issue Preliminary at first, to be made Perpetual here after restraining and enjoining said defendants and each and every of them, and their agents servants and employees from entering upon taking or opening as a public street or otherwise, any portion of the lands hereinbefore described. belonging to said railway company or from crossing or attempting to cross the right of way, of said railway company or in any way entering thereon for the purpose of building or opening said street

Second—

Such other and further relief as in law and equity they may be entitled to

Third

That they be awarded their legal costs

Cole and Moore
Chas. Corbett
Solicitors for Plaintiff

Pro Gregory $2.50
Atty 3.00
Pro Gregory .50
" " Bond 1.00
" .50
" .25

Plaintiff files affidavit with notice to the defendants to Subpoena and file answer within 15 days. the Bill be taken pro confesso and decree made in their absence 23" Oct 1897. Bond of Plaintiff in sum of $500.00 with W. M. McCreight and J. K. Seyler sureties approved by the Court and filed.

Rec'd 29 Oct 1897 of Allegheny Valley Ry Co. by Stafford & B Ramsey Supt. Seven 75/100 Dollars above costs in suit

Gregory

Receipt of Pro. Gregory the above Attorney for Pltf. 1897.
A. L. Cole and Chas Corbett

And now Oct 23. 1897, the Bill in this case presented and heard, as well as injunction affidavits, Whereupon. it is ordered that the same be filed. and it is further ordered adjudged and decreed that the defendants and their agents, servants and employees be and they are each and every of them enjoined and restrained from entering upon the lands or premises of the Plaintiff Company, for the purpose of locating, paving or opening the street known as west Railroad Avenue as laid out and ordained by Borough Ordinance No 103. of DuBois Borough until further order of this Court

This injunction to be taken as dissolved unless a motion to continue the same be argued before me at Clearfield Pa on the 28" day of October A.D 1897. at 10. O'clock a.m.

By the Court
Ayres Gordon
PJ

Now 23" Oct 1897. Service of bill accepted & Issue of injunction waived M. W. Betts atty for D'B Boro

Oct 28" 1897 defendants ans filed

Now Oct 29 By paper filed this day on Settlement filed as follows
" Now Oct 29" 1897 This case settled upon the following terms.
First = The defendants Borough authorities agree to locate the street in question, so That it's southerly line shall be the northerly line of the right of way of the railroad as claimed by the plaintiff Company to wit, Thirty three feet from the center line of said railroad as shown on Map marked Plaintiff's Exhibit "A" in evidence.
Second = In consideration whereof, the plaintiff Company agree to release defendants of and from all claims for damages or costs for or by reason of the proposed extension of Birch or Birch Crossing
Third = The plaintiff Company further agrees to withdraw all objections to the extension of the street, and the Birch Crossing as located by the Borough, other than as above expressed or qualified
Fourth = The plaintiff Company further agrees to excavate at the Northerly side of said street, a strip, eight feet at the easterly end, and running a distance of about Two Hundred Sixty feet Westerly to a point on pavy the expense of said excavating, and bring a strip sufficient to make the said street forty feet wide outside of the right of way as claimed by the plaintiff company
Fifth = The plaintiff Company to pay the record costs except the cost of drawing and filing defendants answer and to pay its own witnesses, and subpoening the same and the defendants are to pay the cost of drawing and filing the answer and their own witnesses and cost of subpoening the same
Witness
A B Rumsey
Supt

Charles Corbett
atty for plff
N. C. Pentz
Atty for defts

December Term 1897

Mitch & Boulton — The Borough of Hartzdale — Bill in Equity. Praying the Court.

5 Nov — 3. — Charles. Renard

First=
That the said Slaughter house maintained by the said defendant be declared a public nuisance and that the defendant be restrained by injunction from maintaining the same
Second=
That the defendant be restrained by injunction from continuing to pollute and corrupt said stream as aforesaid
Third=
General Relief

Pro Curiam 2.50
Atty Gen. 5.00
Pro Curiam .50
" " .50
" " 1.00
" " 1.00
" " .50
" " .50
" " .50
" Thompson .50
Atty's fees bill &c 25.00
Master fee J. W. K. & H. O. ~~50.00~~
Pro Thompson 1.00
Ben Youngman Stenographer 15.00

July 31-1900 Recd. my costs 2.50
Grant A. Thompson
Atty

Plaintiff files usual affidavit with notice to defts to appear and file answer within 15 days. or they will be liable to have bill taken pro confesso and decree made in their absence

B. Kinney being duly sworn, doth that he served the annexed Bill in Equity upon Charles Renard the defendant personally. by leaving with him a certified copy thereof on the 6th day of November 1897. and further doth not

Benny. Kinney

Sworn & Subscribed before me This 19 Day of Nov 1897

Filed 4th Dec 1897 at 4.30 P.M.

Now 21 Dec 1897 it appearing to the Court that the Sheriff of the Bucks Co. made upon Charles Renard and no appearance has been entered nor answer filed by him in the Prothonotary's Office within 15 days after such Service as required by rules of Court it is ordered and decreed that the Bill be taken Pro Confesso. and that the cause be set down for hearing Subject to further order of the Court

By the Court

Now 1st Jany 1898 it appearing that no notice to file answer was given defendant by his attorney and that he did not know of the necessity to file answer, The above decree is vacated and the Judgment opened and defendant directed to file answer forthwith

By The Court
Cyrus Gordon PJ

17 Jany 1898 Answer of respondent filed

19 Jany 1898 By paper filed this day Krebs Patterson appear for the respondent

Now 1 Feby 1898 Pets Replication filed

And now Feby 25th 1898. the bill & answer filed to above stated case having been written in type writing the undersigned solicitors for the Defts hereby agree to & do hereby waive the right to have the bill printed as required by Equitable rules Signed by Mitchell & Boulton Pfs & Krebs & Patterson Defts Solicitors as per agreement filed

Nov. 25th 1898 the above stated case in Equity being at issue upon answers. filed it is hereby agreed by the parties to take said case from the list. & its trial is referred to a referee and the undersigned solicitors have agreed that James N Kelley Esq shall be the referee in said case according to equity rules as amended &c. And the Hon Cyrus Gordon Judge of said Court is requested to consent & approve the appointment of the referee above named. as per paper filed "Nov 28th 1898 the taking of the within case from the list and the appointment of James N Kelley Referee is approved of by the court" as per endorsment on paper filed

By the Court.

26th Nov. 1900 Report of Referee filed

26th Nov. 1900 Decree filed

And now 28th Nov. 1900 the cause coming on to be heard upon bill and answer filed. and it appearing that the facts set forth in the bill are true. and entitle the plaintiff to the relief prayed for. it is ordered and decreed that Charles Renard. the respondant be and he hereby is restrained.

First:- From running and emptying into Beaver Run at or about his slaughter house in the Borough of Houtzdale. blood and entrails and decomposed matter.

Second:- From making. cooking. burning or rendering lard, ~~tallow~~ fat or grease at his slaughter house located in the Borough of Houtzdale as described in Plaintiffs Bill

Third: From killing beasts or animals of any kind at said slaughter house.

Fourth:- From keeping and maintaining a style or pen upon the premises is located as aforesaid for pigs. sheep. cows or other animals for slaughter:-

Fifth:- That the respondant. Charles Renard. pay all the costs of these proceedings.

By the Court

Cyrus Gordon P.J.

ALL PAGES

FROM

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AND NOT

SCANNED

February Term 1898

Boulton
Mitchell

10 Jan 1 — The Borough of Houtzdale.

Austin Kerin

Bill in Equity — Praying the Court First——That the said slaughter house maintained by the said defendant be declared a public nuisance, and that the defendant be restrained by Injunction from maintaining the same Second——That the said defendant be restrained from boiling and rendering lard tallow fat and other matter Third——That the said defendant be restrained by injunction from continuing to pollute and corrupt the said stream as aforesaid Fourth——General Relief

Harry Boulton
Oscar Mitchell
Solicitors for plaintiff

Pro Guigery	cr	2,50
Atty		3,—
Pro Guigery	cr	1,00
" "	cr	50
" "	cr	50
	cr	50
Pro Thompson		1,00
" Thompson		1,50
Atty drawing bill		15,00
" " "		10,00
Master.		70,00
Pro Thompson		1,00

Now 15 Mar 1901 Recd of Harry Boulton Pro Gr my cost 8.25
Frank H Thompson Pro Thy

The Plaintiff files their affidavits with usual notice to the defendant That if they fail to file their counter affidavits within fifteen days they will be liable to have the bill taken for confesso and decree made against them in their absence

1st Jany 1898. defendants answer filed
1st Jany 1898. By paper filed This day. Krebs & Patterson appear for respondent
Now 1st Feby 1898 Pltf Replication filed

Now 25th Feby 1898. The Bill and answer filed in above case having been written in typewriting, the undersigned solicitors for Defts. hereby agree and do hereby waive the right to have the bill printed as required by equity rules, as per agreement filed, signed by Krebs & Patterson, Attys for Defts & Boulton & Mitchell Pltf as per paper filed

Now Feby 25. 1898. the above stated case in Equity being at issue upon answers filed. It is agreed by parties to take said case from the list and its trial is referred to a referee. and it is agreed that James H Kelley Esq shall be the referee according to the equity rules as amended &c And the Hon. Cyrus Gordon Judge of said Court is requested to consent and approve the appointment of the referee above named as per paper filed.

Now 28. Feby 1898 the taking the within case from the list and the appointment of James H Kelley referee is approved of by the Court as per endorsement on paper filed

By the Court.

26th Nov 1900. Report of Referee filed
26 Nov. 1900 Decree filed

And now 28th Nov. 1900 the cause coming on to be heard upon bill and answer filed, and it appearing that the facts set forth in the bill are true. and entitle the plaintiff to the relief prayed for. and no exceptions being filed to the Auditors Report, it is ordered and decreed that Austin Kerin the respondent, be and he hereby is restrained.

First:- From running and emptying into Beaver Run at or about his Slaughter house in the borough of Houtzdale. blood. entrails and decomposed matter

Second:- From making. cooking. burning or rendering lard, tallow. fat or

Continued on next Page.

grease at his Slaughter house located in the Borough of Hontzdale as described in plaintiffs bill.

Third: From killing beasts or animals of any kind at said Slaughter house.

Fourth:- From Keeping and maintaining a Style or pen upon the premises located as aforesaid for pigs, sheep, cows or other animals for slaughter.

Fifth: That the respondant, Austin Kerin, pay all the costs of these proceedings.

By the Court
Cyrus Gordon P.J.

Continued from Page 126.

The Petition of Hugh McCullough Receiver of the Bank of DuBois represents
That among the assets of said Bank which came into the hands of your Petitioner is a Mortgage dated Jany 23. 1890 and recorded in Jefferson County Pa in Mortgage Book S. Page 272 for the sum of Twenty five thousand dollars. given by the Pennsylvania Memorial Home to James E Long. and afterwards to wit Feby 21 1891 assigned by the said Long to said Bank that after deducting a credit of $12,500 thereon given by said Bank Jany 6 AD 1892 and a further Credit &c of 2500 there remained an apparent balance due on said Mortgage of $10000 and interest at which latter amount the same has been mentioned in the Schedule of your Petitioner as Receiver aforesaid That in addition to the Credits named the said Mortgagor is entitled to a further Credit of $500 thereupon given on or about the 6 Jany AD. 1892 and which has reduced the amount of Residue of said mortgage as it came into your Petitioners Hands. That after deduction of said three Credits and sundry payments made thereon to your Petitioner the true balance remaining due and unpaid upon the said mortgage is the sum of Four thousand three hundred forty one 75/100 Dollars with interest from December 29 AD 1897. Your Petitioner for the reasons stated therefore prays your said Court that he may be authorized upon receipt of the said last named sum to satisfy or assign the said mortgage and its accompanying bond as he may deem proper And he will ever pray. &c Hugh McCullough Receiver

Now Jany 3rd AD 1898 the within petition read and Hugh McCullough Receiver within named is hereby authorized to satisfy or assign the within mentioned mortgage and bond at his discretion upon the receipt by him of the further sum of Four thousand three hundred forty one 75/100 Dollars balance due within specified with interest thereon from Dec 29, 1897

Jan. 29th 1898. Petition of Receiver to convey Real Estate filed

The petition of Hugh McCullough Receiver of the Bank of DuBois under appointment of your said Court made to wit. in March A D 1895 Respectfully represents. That Jan 16th 1896. your petitioner as Receiver was authorized by your said Court to do whatever was necessary to be done in order to carry out and consummate certain arrangements and propositions between the creditors of said Bank and certain stockholders or partners who might be liable for its debts: which arrangements have been carried out so far as practicable. up to this time. That among other provision in said arrangement or settlement was one that W. A Wise will convey to said receiver his interest in the home property, subject to the Judgment of Mrs Wise the wife of said W. A. Wise: which provision has since been carried out by said by said W. A. Wise by deed of conveyance made to said Hugh McCullough Receiver and of record The said home property consists of the adjoining Lots Nos 45 and 46 with the improvements thereon in the general plan of Rumbargers Addition to DuBois. The said lots Nos 45 and 46 were held and owned equally by James E Long and said W. A. Wise under a deed to them from Thos Sandy. Lick Gas. Coal.

Next Page.

and Coke Co. Limited. of the City of Harrisburg Pa. dated Dec. 15" A.D 1891.

The interest of said H. N. Wise in said Lots was an undivided one half which was conveyed as aforesaid. to your petitioner as Receiver subject to the lien of the Judgment of Mrs. W. N. Wise which appears of record in the Court of Common Pleas of Clearfield County Pa. as No 267 May Term 1895 Entered March 14" 1895 for $3675.00 with interest from 13th March 1893 and costs. - all of which amounts to more than the said. undivided one half interest is worth or could be sold for.

Your petitioner however has a proposition from J. E. Long the owner of the other half interest in said two lots by which he said Long is willing to take a deed of conveyance to himself from your petitioner of the said Wise undivided one half interest subject to the payment of the aforesaid Judgment in favor of Mrs Wise and procure the transfer of certain property to your Receiver which would be. of the net value to the Bank of DuBois in the settlement of its affairs of about Two hundred and Eighty Dollars

Your petitioner further represents that in his opinion it would be greatly to the interest of said Bank of DuBois to accept and carry into effect this proposition of said J. E. Long therefore prays the Court to authorize him to do so and that he may be authorized to make a deed as Reciver to said J. E. Long for said undivided one half interest in Lots No 45 and 46 upon the terms and consideration above set forth.

And so he will pray

Hugh McCullough Rec

Certified Jan 25" 1898.

Now. Jan. 25" 1898 this petition read and thereupon the prayer of petitioner is granted and he is authorized as Receiver to execute and deliver to J. E. Long a deed for the undivided half of Lots 45 & 46 in Rumberger Addition to the Borough of DuBois upon the terms and consideration set forth

By the Court

Cyrus Gordon P.J.

Feby 7" 1898 Petition of P. S Weber Ex for rule &c filed

Now " " Petition read and Rule granted as prayed for Ret 1st Monday of March

By the Court

Feb 7" 98. Service accepted on above Rule and issue waived for H McCullough Rec

by McEnally and McCurdy Attys

On Agt List for March Term.

Now Jan. 18" 1898 Petition of Hugh McCullough Rec to settle Judgments No 161 & 162 & 163 Feby T. 1895 vs E. Fred Nosberg. filed

Now the 3rd day of Jany 1898 the foregoing petition read it is thereupon ordered and decreed that the said Hugh McCullough Receiver of the Bank of DuBois accept said offer of Geo B. Nosberg of $750.00 in full settlement of all claims and demands of the Bank of DuBois against E Fred Nosberg et. al. and that the said Hugh McCullough Receiver satisfy Judgments No 161. 162. 163 in the Court of Common Pleas of Clearfield County and deliver to E. Fred Nosberg a receipt in full for the said Judgments upon the payment of the sum of $750

By the Court

Cyrus Gordon P.J.

Feby 28" 1898 Answer of H. McCullough Rec to Petition of P S Weber filed

Apr 20" 1898 Return of sale by H McCullough Rec to Wm H and J R Vanlier filed

Now " " " the foregoing petition read & the within named sale to Wm H Vanlier & John R Vanlier of lot No 166 in Dalfor Long addition to Boro of Brockville Pa is hereby confirmed & the above named Hugh McCullough Rec. is hereby authorized to unite with the within named James E Long in the execution & delivery of deed to the said William H. Vanlier and John R Vanlier in fee simple for the said lot on payment of the purchase money therefor as within prayed for. By the Court

Cyrus Gordon

Continued on Page 200

February Term 1898

Boulton
Mitchell

D. K. Leonard and A. D. Stewart and Edward Pidgeon and A. D. Stewart Partners doing Business as Pidgeon and Stewart

20 Jany
Subs P.

v.

D. K. Ranny

Bill in Equity praying the Court First That the said D. K. Ranny specifically perform the said Contract and that by good and sufficient deed said D. K. Ranny convey and assure the said premises and every part thereof with marketable title and free of all incumbrances, to the Plaintiffs in fee simple that the said D. K. Ranny legally sign seal acknowledge and deliver the said deed to the said Edward Pidgeon and A. D. Stewart in the proper legal form as he agreed to do in and by the said Contract Second That the Complainants be granted such other and further equitable relief as may to the Court seem meet

Amy Boulton
Oscar Mitchell
Solicitor for plaintiffs

Pro Gregory		2.50
Atty		3.00
A. L. Hare		5.48
A. L. Hare		5.40
Pro Gregory		1.50
" "		~~2.70~~ —
" Shipman By Def		50
" By Def		1.50
"		21.98
"		50
		60
		100

Plaintiff file usual notice to defendants that if they fail to file their answer or cause an appearance to be entered within fifteen days they will be liable to have bill taken pro confesso and decree made in his absence

Now January 21 1898 Served the within Bill in Equity on the within named D. K. Ranny deft by reading and making known the original writ and also by leaving a true and attested copy So am on oath

A. L. Hare
Shf

Now January 21. 1898 served the within order on the within named D. K. Ranny Defft by reading and making known the original writ and also by leaving a true and attested copy So much am on oath

A. L. Hare Shf

Returned March.

14th inst. Harry $2.00
Pidgeon and Stewart's share of the above costs
H. W. Edwards

July 7th 1898 Petition and Motion for Rule to strike off proceeding filed. And now same date Rule granted to show cause as prayed for
By the Court.
Service accepted by Plffs Attys
On Arg't List Mar 1898
Rule discharged per agreement filed "Arg'd" 4 page 123
By the Court.

—

7th June 1899 Printed Book filed.
3rd Aug 1899 Demurrer filed
On Arg't List.

Oct 1st 1900. by consent Demurrer overruled and leave granted deft to answer or plead within thirty days By the Court

July 23rd 1901. Deft. answer filed.
Aug 8th 1901 Service accepted of this answer for Plff. by Oscar Mitchell Atty.

May Term 1898

Wm Swoope. | John Black / vs / Wilson. { Rebecca J Black and J Wesley White

Pro Gingery 2.50
Atty Rec'd W. I. S. 3.00
Pro Gingery 50
Sheff Gingery * 14.111
Pro Gingery 50
" " 50
" " 50
" " 50
" " 150
Disc 25

Nov. 29. 1898. Rec'd of W. J. Swoope Esq. Twenty & 75/100 dollars. Sheff's fee & my cost
D. Gingery Sheff Co.

And now

Bill in Equity filed Praying the Court
First. That said Rebecca J. Black one of said defendants be decreed a trustee of the Real Estate in Clearfield County described. for the use and benefit of her husband John Black the plaintiff to the extent of Plaintiffs interest in said property and that she be decreed to execute and deliver to said plaintiff a conveyance of the undivided twenty nine. thirtieths of said real estate in Clearfield County conveyed to her by David McCracken.
Second That pending this Bill said Rebecca J. Black be restrained from in any way incumbering said property in Clearfield County.
Third. That J Wesley White the other of said defendants be decreed to make. execute. and deliver to John Black the plaintiff a release of the above described property in Clearfield County conveyed to said Rebecca J Black by David McCracken as aforesaid from the lien of the Judgment entered by him in the Court of Common Pleas of Clearfield County to No 91. Dec Term 1896. and that pending this Bill he be restrained from enforcing said Judgment against said property.
Fourth. That Plaintiff may have such other & further relief as may seem proper.
And your orator will ever pray
William J Swoope
Solicitor for Plaintiff

Plaintiff files usual notice to Defendants that if they fail to file their answer or cause an appearance to be entered within fifteen days they be liable to have Bill taken pro confesso & decree made in their absence
Same day Pointed Books filed.
Feby 28 1898 Answer of Rebecca J Black filed & service accepted by Plffs Atty.
Feby 28 1898 Answer of J. Wesley White filed & service accepted by Plffs Atty.
And now 28 Feby 1898 the within answer served on me by copy & personal service waived
W. J. Swoope Solicitor for Plff.
Mar 7. 1898 Plff joins issue on matters alleged in the answers Signed by Solicitors as per paper filed

State of Pa. Clfd Co. } ss: David D Gingery being duly sworn according to law deposes & says that he is Sheriff of said Clearfield County & that on the 24th day of Feby A D 1898 by virtue of the Order of Court authorizing service outside the County of Clearfield hereto attached & the Act of Assembly in such case made & provided he served the annexed Bill in Equity notice endorsed thereon & the Order of Court aforesaid upon J Wesley White one of the Defendants named therein personally at his residence in Jefferson County in said State of Pennsylvania by handing to him a true and attested copy of said Bill in Equity Notice endorsed thereon and a copy of the Order of Court aforesaid & making contents known to him & that on the 25 day of February A D 1898. he served the annexed Bill in Equity with notice endorsed thereon upon Mrs Rebecca Black the other defendant personally

at her residence in Bell Twp. County and State aforesaid, personally by handing to her a copy of said Bill in Equity with notice and making contents known to her So ans'd D D Gregory Shff on oath.

And now 29 Nov. 1898 this case having been settled by the parties & dec'd the same discontinued.

William A. Swoope
Solicitor for Pltff.

May Term 1898

1

Altoona and Philipsburg connecting Railroad Company

2. vs

Samuel P Langdon and The Pittsburgh. Johnston and Ebensburg and Eastern Railroad Company

M & E and M & C

Pro Gregory cr 2,50
Atty Ptd by Pro J. M & M & C. 3.00
Pro Gregory cr 50
" " cr 50
" " cr 50
" " cr 50
" Thompson 2 61

Recvd of McEnally and McCurdy 4/12-99
Sheriff's fee claim above ent
in pltf Grant & Thompson Pro

Filed Feby 11th 1898 Bill in Equity filed
Praying the Court
First. That the said typewritten paper described in the first paragraph may be declared to be void and of no effect as against your orator and that the said defendants and every of them may be decreed to surrender and deliver to your orator the said typewritten paper for examination and cancellation.
Second. That the said S. P. Langdon and the officers and directors of the Pittsburgh Johnston. Ebensburg and Eastern Railroad Company each and every of them may in the meantime be restrained by the order and injunction of this Honorable Court from parting with the possession of the said typewritten paper and from making any assignment or use thereof or doing thereunder
Third General relief.—
George Fred'k Keene
McEnally and McCurdy
Solicitors for Plf.

Sfamtiff files usual notice to defts that if they fail to enter an appearance within 15 days or file an answer they be liable to have the Bill taken pro confesso and a decree made against them in their absence
Same day Printed Book filed
Now 23 1898. J. J. Crowley, on his solemn oath in due form of law says that on 17th Feby 1898. of the City of Phila Pa. he served this bill with the amendment and Order of Court authorizing service on the defendants and notice endorsed requiring them to appear and answer within fifteen days after service personally on Samuel P. Langdon as an individual and also as President of the Pittsburgh. Johnston. Ebensburg. and Eastern Railroad Company and also at same time and place on Howard Siddall Secy of said Railroad Company by giving to each of them a duplicate printed copy of the same.
J. J. Crowley
Sworn & subscribed 23 Feby 1898. Henry C. Neely.
Now 18 Mar. 1898 Kelso Paterson enters an appearance in this case as per paper filed.
Now 18 Mar 1898 the time for filing answer by the respondent by agreement of Counsel is extended for a period of 5 days from dated as per agreement filed

Now Apr. 7th 1899 Plaintiffs hereby discontinue this proceeding.
attest
Grant & Thompson Pro
McEnally & McCurdy
attys for Plff.

May Term 1898

Sff. O. Ziegler
W.K.P.

John G Platt

3

Belsena Coal Mining Company.
W O Ramsey and
A J Cobb

Now 31 Mar 1898 Bill in Equity filed
Praying the Court.
1st That the said contract and aqreement of Mar 16" 1898. be cancelled & set aside & be decreed fraudulent void and of no effect and that the same be decreed to be delivered up by said defendants for cancellation.
2nds That your Orator may have such further & other relief as in the premises to your Honorable Court may seem proper.

Roland D Swoope
Wm F Patton
W H Patterson
Geo Ziegler
Solicitors for Complainant

Pff Atty drawing Bill 2.00
Pro Ramsey Pff Atty 2.50
Atty. ~~3.00~~
Pro Ramsey .50
" " .50
" " .50
" " .50
" " .60
Shff Gregory Pa. D.D.S. 1.50
Shff Gregory Pa. D.D.S. 2.50
Shff Gregory Pa. D.D.S. 7.50
Shff Gregory June 1898 A.S. 1.12½
" " July 1898 1.12½
" " .50
" " .50
" " .50
" " 1.00
" " 1.00
Pro Thompson 1.00
" " 1.50
" Hempstead .50
" " record 5.00
" Supt Court costs 3.00
" Express Atty fee 3.00
" " .25
Pro Thompson 1.00
" " .50
" " applist 1.50
Costs of service by Peffs. Atty. 5.00
Pro Thompson .50
" " 1.50
" " 5.00
" record bond &c. 5.00
" Express .25
Supt Court costs 3.00
Atty 3.00
Cost of order 2.00
Pro Ramsey 2.50
" " 1.00
" " .75
" " 2.50
" " sentence 1.50

Now 29 Mar 1898. We certify that Complainant has no adequate remedy at Law. Signed by Solicitors
Same day Pff files usual notice to Defts that if they fail to enter an appearance or file their answer within 15 days they be liable to have the Bill taken pro confesso & decree made in their absence
Same day Ordered Subpoena filed
Apr 14 1898 Petition of Frank J Deady for Rule to show cause filed with affidavit
And now Apr. 14" 1898 on filing above affidavit and on motion of Courtlandt K. Cobb & Henry C Perry Esq. Rule is granted on John G Platt to show cause why the service of the Bill of Complaint in above case on John N Klock alleged to be an agent of the Belsena Coal Mining Company of New Jersey a foreign corporation duly registered in the office of the Secretary of the Commonwealth of Penna should not be set aside Returnable 1st monday of May 1898 all proceedings to stay meanwhile

By the Court.
Lyon Gordon P.J.

Now Apr 15 1898 Thus Rule returned served accepted by Swoope & Patton of Counsel for Pff.
So ans D D Gregory Shff.
To the Hon the Judges of said Court.
I hereby return that I served the within Bill in Eqdity on the 31" day of Mar 1898 on the within named The Belsena Coal Mining Co. by delivering a true and attested copy of the within Bill in Equity to John N Klock the Agent of said Belsena Coal Mining Company & by making known to him the contents thereof. And I further return that the said Belsena Coal Mining Company is a foreign Corporation but is engaged in business in the County of Clearfield in the mining and shipping of coal and was so engaged in business in said County at the date of serving within Bill in Equity and said John N. Klock was then & there the duly authorized Agent & Superintendant

Atty Cost of order Penalty
Pro Thompson
" "
" "
" "

of said Corporation the Belsena Coal Mining Company Wyd as to the said W.T. Rainey & A.J. Cobe the other defendants Return that after diligent search I am not able to find them or either of them in my bailiwick So ans D.D. Gregory Sheriff

Apl. 20 "1898 Plaintiffs Answer to Rule filed

June 7" On Affidavit of continued sick sickness of Atty By the Court.

14 May 1898 Rule issued to Def to take Dep 5 days notice.

28 Nov 1898 Opinion of the Court filed. Rule discharged.

By the Court

6" Dec 1898 Affidavit of R.D. Swoope, filed.

6" Dec 1898 Order for service on Non-residents to filed.

And now to wit, the 5" day of December A.D. 1898, it appearing from the Bill filed in this action, and from affidavit presented to the Court, that W.T. Rainey and A.J. Cobe two of the Defendants named in said Bill, reside out of the County of Clearfield, the said W.T. Rainey residing in the city of Philadelphia, in the State of Pennsylvania and the said A.J. Cobe residing in the City of New York in the State of New York, and it further appearing from said Bill and affidavit, that service of said Bill has been made upon the other Defendant, the Belsena Coal Mining Company, one of the principal Defendants, and that the subject matter of said Bill relates to certain property within the County of Clearfield, consisting of goods and chattels, lands tenements and hereditaments; on special motion of Swoope and Patton, of counsel for plaintiffs, it is ordered and directed that the said Bill in Equity be served upon said W.T. Rainey and A.J. Cobe wherever they may reside or be found, and it is further ordered that the said W.T. Rainey and A.J. Cobe be and they are hereby required to appear and answer said Bill of Complaint, within twenty days after service of the same upon them.

It is further ordered that a certified copy of this order be served upon said W.T. Rainey and A.J. Cobe wherever they may reside or be found, together with a copy of the said Bill in Equity.

By the Court.

Martin Bell.

Pres. Judge 24" Judicial Dist of Pa, specially presiding.

Continued on Page (202)

Nov 31" Dec 1898 A Writ of Certiorari from the Supreme Court, Eastern District, Philadelphia. Pa. returnable third Monday of April next filed. Same day bond filed in the sum of Two hundred dollars with Charles R. Elliot, Henry C. Ferry, Sureties.

Same day bond approved.

D.D. Gregory. Prothy.

Nov 7th, Jany 1899, by praecipe filed, Henry C. Ferry and Krebs and Paterson, appeals for the Belsena Coal Mining Co, reserving all exception &c &c,

Complete records made of Supreme Court

Nov 27th Jany 1899 by praecipe filed, Sigmund Wahl being duly sworn according to law, doth depose and say that he served the annexed Bill in Equity and Order of Court upon the within named A.J. Cobe personally, at the office of the said A.J. Cobe, Room 11, 289 4th Avenue, in the City of New York, upon the 27th day of December A.D. 1898, by handing to the said A.J. Cobe a true and attested copy of the annexed Bill in Equity and Order of Court and informing him of the contents thereof, as witness Sigmund Wahl, Sworn &c

Sept Term 1898.

K & S — William P. Duncan Trustee.

5 July 1898. — Now. 5 July 1898. Bill in Equity filed praying the Court

1. That an order be made that the several pieces parcels and lots of ground designated in Deeds Polk of E. L. McCloskey Sheriff to William P. Duncan & William A. Wallace by purparts Nos 1. 3. 5. 10. 11. 14. 15. 16. 17. & 18. be sold at public sale by a Trustee for that purpose appointed by the Court after four weeks notice by twenty or more hand bills posted at public places in Garfield and other Counties as well attract attention thereto. and also by publication in two newspapers in Garfield County Penna. for a period of four weeks with power to continue said sale if said Trustee deems it wise so to do. but to sell the same without undue delay for the highest & best price bid for the same & make return for such sale to your Honorable Court for confirmation

That the terms of sale be ordered by the Court to be 10% of the amount of the bid when the property is knocked down the balance of one half the bid when the sale is confirmed and deed is delivered & the residue in one year with interest secured by Bond & Mortgage on the premises

2. That your Honorable Court do further adjudge order & decree that of the proceeds of said sale there be first applied such sums as may be necessary to cover the costs & expenses of the sale & then to refund & repay the taxes paid by the trustee heretofore on said lands from tax sale thereof & for preserving the title to the same under and for the trusts of the cestui que trustee under the agreement aforesaid

3. That your Hon. Court will further order & decree that the purchase money paid the trustee through the Washington Banking Co. in account of the purpart. No 17. known as the Michael Stover lot. & on account of the mortgage upon purpart. No. 14 known as the Geo. W. Davis lot. which were prior liens on said lots or parcels respectively at the time of the Sheriffs sale and not divested thereby. the same being paid to secure the title to said property & for the use & benefit of the cestui que trustents be paid out of the proceeds of said sale.

4. That after appropriating the sum necessary to cover the costs of the sale & after the appropriation of a sum sufficient to cover the amounts mentioned in paragraph two & three of this prayer for relief that the residue be distributed according to the meaning & intention of the trust heretofore existing & to & among those legally entitled thereto under said trust.

Fifth. That the account of the moneys paid out in furtherance of the execution of said trust & the receipt of moneys arising from the sales heretofore made & from royalties paid to the trustee or either of them & from all other sources be adjudged & true & correct as set out in appendix hereto.

The Washington Banking Company
Walker & Woods
trustee & agent of
Mary A. Hulbert.
Mrs Sarah Lafcum
Catherine Gleason
W. E. Wallace &
H. D. Wallace
Administrators of
William A. Wallace
deceased

Pro Gregory	cr		2.50
Atty	by Pff.		3.00
Pro Gregory	cr		1.00
" "	cr		1.50
" "	cr		2.50
" "	cr		4.00
Pffs Atty. Drawing Bill	by pffs		25.00
Pffs Printing Bill	by pffs		30.00
			1.00

Pro Thompson
Law 18 March 1899
Received of Kube & Patterson twelve & 00/100 dollars in full of above costs in full
Bank & Thompson Esq

6. That your Honorable Court will make such other & further order & decree in the premises as to you may seem met. and justice may require. & in order to terminate said trust. and equitably and justly distribute said trust fund amongst those legally and equitably entitled thereto. Wm A Duncan

We certify that in our opinion there is no adequate remedy at law for the purpose of terminating said trust.
Kubes & Jackson Attys.

Same day Sheff. files the usual notice to Defts that if they fail to enter an appearance or file their answer within 15 days. they will be liable to have the Bill taken Pro confesso and a decree made against them in their absence

same day Docket Book filed

Now 5 July 1898 I hereby accept service for the Moshannon Banking Co Mrs Sarah Faschin & Mrs Catherine Gleason of whom the Moshannon Banking Co. is assignee The claims held by them against Wm A Dunn being now owned & held by said Moshannon Banking Co

O Perry Jones Cashier
representing
Moshannon Banking Co.
Philipsburg Pa.
assignee of
Sarah Faschin
Catherine Gleason

Now 5 July 1898 we accept service of within Bill as admrs of Wm Wallace dec'd

H F Wallace
W M Wallace
Admrs of estate of Wm A Wallace.

Now 8 July 1898 I hereby accept service of within Bill in Equity as Executor of Mary C Hulbert. dec'd M Woods Exr.

10 July 1898 I accept service of the Amendment to Original Bill

J M Woods Exr of estate of Mary Hurlbut dec'd

Now 16 Nov 1898 By paper filed parties to above action agree to terminate the trust set forth and request Hon Court to make decree &c

same day Order of Court filed as follows

Now 20 Oct 1898 no answer to the Bill of Complaint in this case having been made. all the parties having duly accepted service and now assenting hereto. It is adjudged. ordered and decreed that judgment be and is hereby entered in favor of the complainant that the Bill be taken pro. confesso and that the facts set forth therein. are true and correct. And it is further adjudged ordered and decreed all the parties thereto consenting as follows viz

First That the several pieces parcels and lots of ground designed in Deed Poll of E L Dubbs Sheriff to Wm A. Duncan & Wm A Wallace as purparts No 1. 3. 5. 10. 11. 14. 15. 16. 17 & 18 be sold at public sale by Harry F. Wallace Esq Trustee for that purpose appointed by the Court after four weeks notice by twenty or more hand bills posted at public places in Clearfield and other counties as will attract attention thereto and also by publication in two newspapers in Garfield Co Pa for a like period of four weeks with power to continue said sale if said Trustee deems it wise so to do. But to sell the same without undue delay for the highest and best price bid for the same and make return of said sale to this Court for Confirmation That the terms of the sale shall be ten per (10%) cent of the amount of the bid paid when the property is knocked down balance of ½ the bid when the sale is confirmed & Deeds delivered and the residue in one year with interest secured by bond and mortgage on the premises

Cont'd on Page 167

Dec. Term 1898

	J. A. Holland New Castle		Bill in Equity Praying the Court
1 Oct.	(1)		1st That a decree be made declaring the business conducted by said A P Holland to be a partnership composed of the said A P Holland and J A Holland and your orator.
	A. P. Holland and A. J. Holland.		2d That a decree also be entered decreeing the said two pieces of real estate hereinbefore described to be the property of said partnership and that your Orator is the rightful owner of an undivided one third part or interest in the same
			3d That an accounting be ordered of said partnership dealings and transactions from the commencement
Pro. Gregory	+2cc by atty	2.50	of said business
Atty		3. 00	Fourth That a Receiver be appointed of the assets
Pro Gregory		50	property, accounts and credits of said firm of A P Holland
" "		1.50	Fifth That an injunction issue restraining the
" "		50	said A P Holland from selling or otherwise
" "		1.00	disposing of or encumbering the real estate aforsaid
		1.50	or from collecting and disposing of any other assets or
			property of said firm
			Sixth & General relief
			Lee Moore
			Solicitors for Plaintiff
			We hereby certify that in our opinion the Plff has no adequate remedy at law for the matters com- plained of in this Bill
			Lee Moore
			Solicitors for Plaintiff
			same day Plff. files usual notice to Defts that if they fail to enter any appearance within 15 days they will be liable to have the bill taken pro confesso and decree made against them in their absence
			same day Impedo Book filed
			Nov. 11 Oct 1898 By paper filed this case is settled this day and in consideration of one dollar to me in hand paid I forever discharge release and quit claim unto A. P Holland and claim I may might could or would have had of a partnership set forth in the bill in Equity filed in above case so that said A. P. Holland and A J. Holland may be forever released and discharged thereform and I further direct the Prothonotary of the Court of Common Pleas of Clearfield County to spread this contract on records in this case.
			Signed by (J A Holland)

Recd of Plff above Costs
Jan 1 1899

Court.

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Holland

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Continued from Page 163.

No 1 Sept. T. 1898.

Second. It is further adjudged ordered and decreed that the proceeds of sales heretofore made and of such sale now ordered that there be first applied such sum as may be necessary to cover the costs and expenses of the sale and then to refund and repay the taxes paid by the Trustees heretofore to redeem said lands from tax sale thereof and for preserving the title to the same under and for the uses of the cestui que trust and under the agreement aforesaid and for work done on the property

Third It is further adjudged ordered and decreed that the purchase money paid the Trustee through the Moshannon Banking Co on account of purpart No 1 known as the Michael Stover lot and on account of the Mortgage upon purpart No. 14 known as the Geo W Davis lot which were prior liens on said lots and parcels respectively at the time of the sheriffs sale and not divested thereby the same being paid to secure the title to the said property and for the use and benefits of the cestui que trustents be paid out of the proceeds of said sale before any part thereof is appropriated to the uses and purposes of said trust and in like manner the dower interest paid to Hannah Shoff on purpart No 4 up to the time when sold to S L Shoff.

Fourth It is further ordered adjudged and decreed That after appropriating the sum necessary to cover the costs of the sale and after the appropriation of a sum sufficient to cover the amounts mentioned in paragraph two and three of the prayer for relief that the residue be distributed according to the meaning and intention of the trust heretofore existing and to and among those legally entitled thereto. viz. first to the Patchin judgment. next to the Mrs Catherine Gleason judgment and then the Mary L Hurlburt mortgage and any residue remaining to the judgment creditors as their right may appear as of the date of the Sheriffs sale of the property

Fifth That upon confirmation of sale the Trustee hereby appointed shall and is hereby directed to state an account distributing the entire fund including the receipts not only under this trust sale now ordered but of the receipts arising hereto under the trust and report such distribution to the Court having first given ten (10) days notice of the time for filing report to the Attorneys representing the complainant in the Bill and the Executor of Mary L. Hurlburt deed and to O Perry Jones representing the Moshannon Banking Company

By the Court.
Cyrus Gordon P. J.

Return of Sale of Real Estate by Harry Wallace, Trustee, filed 19th Dec 1898.

To the Hon Cyrus Gordon President Judge of the Court aforesaid;

I, Harry F. Wallace, Trustee appointed by your Honorable Court on the 20th Oct 1898 to make the sale of Real Estate under the decree made by your Honorable Court in the above stated case, would respectfully report and return;

That after giving due public notice of the time and place of sale, in accordance with the order of your honorable Court in that behalf named, I did on the 17th day of December 1898 expose the lands and

and premises in said order mentioned or described, to sale by public
vendue or outcry, and sold the same as follows;
No 1. Situate in the Townships of Woodward and Decatur, Clearfield
County. Penna. Beginning at a White Pine corner (now down); thence
along lands of John M Chase and Henry Kephart south 3½° west
232 perches to white pine stump; thence south 67 degrees west 180 per-
ches to stone; thence south three and one half degrees west 67 perches
to stone; thence north 84½ degrees west 101 perches to stones; thence along
Henderson lands north 3½ degrees west 302 perches to maple (gone);
thence north 4½ degrees west 316 perches to maple; thence along Baugh-
man south 86¾ degrees east 96 perches to stones; thence north 3½
degrees east 193 perches to post; thence along Philips tract south 86 degrees
East 131 perches, thence along Stewart and Mitchell tracts south 4½
degrees west 286 perches to stones; thence along Chase tract south 86
degrees east 329 perches to place of bgining. Containing 1209 acres more
or less, being the John Canary, Henry Brinser, William Brinser and
part of Mary Sandwith tract and Surveys.
These lands are unimproved, have a large amount of tim-
ber valuable for mining purposes, and underlaid with two
or more workable veins of coal, and a large deposit of valuable
fire clay, to George W. McGaffey for the price or sum of $7000.00
No 2. A parcel of ground in the village of Daysville, Clear-
field County Penna, bounded on the North by Main street on
the west by ---- street, on the south by an alley and on
the east by an alley and fronting 180 feet on Main street and
extending back 186 feet to an alley, being three town lots, to
George W. McGaffey for the price or sum of $800.00.
No 4. That certain tract in Beccaria township bounded on the East
by lands occupied by Gill, on the West by land formerly owned
by Flynn, on the South by George Dillon and on the North by
David Semple, containing 110 acres more or less, part of John Mails
service. No improvements, (see deed book No 41 page etc) to George
W. McGaffey for the price or sum of $200.00
No 5.
That certain tract of land situate in Gulich township, bounded
on the East by James M Davis, on the South by W. J. McDonald, on
the West by Henderson estates and on the North by Conrad Ginter
estate; containing 75 acres more or less, about 25 acres of which
is cleared with house and barn, good orchard and all under-
laid with coal. This is known as the George M. Davis lot to
George W. McGaffey for the price or sum of $300.00
No 6.
All the coal and other minerals under all that lot or parcel
of ground, situate in Gulich township, part of survey in the
name of Richard Rindle, and bounded on the North by
David Ginter, on the east by George W. Davis lot, on the south
by Henderson estate, and on the west by Henderson, containing
acres more or less, to George W. McGaffey for the price or
sum of $200.00.
No 7.
All that tract of land situate in Gulich township bounded on
the south and west by lands of S. K. Ramey, on the east by Davis
and H. Stevens, on the north by M. Davis, containing 42 acres more
or less, partly cleared. Small plank house, known as the John

Miller lot. All underlaid with coal and other minerals, to George W. McGaffey for the price or sum of $50.00.

No 8.

All that certain tract situate in Gulich township bounded on the east by Matilda Feister, on the south by E Burnett, on the west by H Conrad and the north by H. H. Hummel. Containing 32 acres more or less, about 25 acres cleared, small orchard with house and barn. All underlaid with coal and other minerals, known as the Michael Stoner lot to George W. McGaffey for the price or sum of $200.00.

No 9.

All that lot of ground situate in the village of Daysville, adjoining lot of Isaiah Riddle on the west, with an alley on the east, fronting 60 feet on North Main street, and extending back 200 feet. Having thereon a small plank house and small stable, to George W. McGaffey, for the price or sum of $50.00.

No 10.

All that certain tract of land situate in Woodward Township, Pennsylvania, adjoining lands of Chase and Murray, Adalin Philips and Woolridge and being a part of the John Hayden survey. Containing 10 acres more or less. Having thereon a small frame house, a small barn and having about 30 acres cleared land. The entire property underlaid with coal, fire clay and other minerals, to George W. McGaffey for the price or sum of $400.00

No 11.

Being the residue and remainder of a tract of land situate in Beccaria Township, Clearfield County, and situate on the West side of Clearfield Creek and known as the James C. Gill property, containing originally 134 acres bounded on the south by lines between Cambria and Clearfield Counties and David Yonkin estate, on the east by Samuel Hagerty and others, on the north by Witmer Land Company, and on the west by lands formerly of James Snyder James Askell and Thomas Evans. The said residue containing sixty acres more or less.

Reserving and excepting out of the above one piece of 3½ acres owned by Samuel D. Gill, also about 3½ acres claimed by Yonkin estate, also all that portion conveyed by William P. Duncan and William A. Wallace Trustees, to Samuel Hagerty being about 75 acres more or less to George W. McGaffey for the price or sum of $100.00.

The said George W. McGaffey being the highest and best bidder and the prices, the highest prices bidden for the same, which sale so made, I pray may be confirmed by the Court.

Harry F. Wallace.
Trustee

Nov 19th Dec 1898 Read and Confirmed Ni Si.

By the Court
Cyrus Gordon. P. J.

24th Dec 1898 Confirmed Absolutely.

By the Court.
Cyrus Gordon. P. J.

Continued Next Page

Nov Feby 6th - 1899

To the Honorable Cyrus Gordon, President Judge of the Court aforesaid,

The undersigned appointed by your Honorable Court to make sale of the real estate mentioned and described in the Bill in Equity, filed to No 1 Sept Term, 1898 having made the sale in accordance with the decree of the Court and the return having been confirmed Absolute do file this further report of distribution of the funds arising from the original sale as well as of the sale made by order of Court, as follows

To Amount received by H. F. Duncan, as per his account filed with Bill in Equity, $6619.77

To Amount of Sale of real estate, H. F. Wallace, Trustee, $9300.00

$15919.77

Cr

By Amount expended for said Trust Estate as follows,

On account Costs of Salem Printing and Advertising	$49.80
" Auctioneer	2.50
" H. F. Wallace, Trustee,	35.00
By Amount Printing Bill in Equity	30.00
" Records Costs additional	40.50
" Fees Krebs & Paterson, Attorneys,	100.00
" Taxes paid by Duncan, Trustee,	864.43
" " 1889-1890	60.78
" Amount taxes assessed 1896-1897	1360.32
" Taxes assessed in Gilich Twp v Beccaria	106.88
" Hannah Shoff Dower	562.18
" Stones Purchase money	415.00
" George W. Davis Mortgage	1408.95
" Record Costs No 6 Feby T. 1898,	17.75
" Recording this a c Amount	1.50
" Amount applicable to Patchin Judgt,	3064.18
	$15.919.77

And I further report that the notice of the above distribution was duly given to the parties interested, a copy thereof having been furnished to Hon Joseph M. Woods, Executor of Mrs. Hamilton Est, in accordance with your Honors decree, and that no exception has been made before me, nor any objection to the correctness of the above distribution.

All of which is respectfully submitted,

H. F. Wallace, Trustee

6 Feby 1899 Confirmed Ni Si By the Court
Cyrus Gordon P.J.

11" " 1899 Confirmed absolutely
Grant H. Thompson Prothy

May Term 1899

S. & S. Robert A. Jackson
3 Apr. vs (1)
K & P Bessie M. Drane and F. C. Drane

Pro. Thompson & Atty's By atty cr 2.50
Atty 3.00
Pro Thompson By reg 1.00
" " By reg .50
" " By reg 1.50
" " By reg .50
" " By reg 1.50
10.50

Filed 3 April 1899 Bill in Equity Filed
First. That the said Defendants, their agents, Attorneys, bailiffs, and employes, be restrained by injunction preliminary now and perpetual hereafter, from entering upon and taking possession of the said premises described in the said lease of May 5th, 1898, or from ejecting your orator or his Agents and employes therefrom.
Second, That said Defendants be required to specifically carry out and perform the conditions and covenants of the said agreement of the 5th of May, 1898 made with your Orator.
Third, That the said Defendants be required to pay your Orator such damages as he has sustained by reason of the actions of the said Defendants in the premises.
Fourth, That your orator may have such further and other relief as in the premises to your Honorable Court may seem proper.

Roland D. Swoope
William F Patton
Solicitors for Complaintant

Plaintiff files usual notice to Defts. that if they fail to enter an appearance within 15 days or file an answer, they be liable to have the Bill taken proconfesso and a decree made against them in their absence.
Same day printed Book Filed
Now 3rd, day of April A.D. 1899 the foregoing Bill and accompanying affidavits presented to me, and having been read and considered, it is thereupon ordered, adjudged, and decreed that an injunction, preliminary now, and perpetual hereafter, issue restraining the said defendants, their agents, Attorneys, bailiffs and employes from entering upon, and taking possession of the said premises, described in the said lease of May 5th A.D. 1898, and from ejecting the said Robert A. Jackson, his Agents and employees therefrom, and from interfering in any way with the operations of the said Robert A. Jackson, his Agents and employes upon the said property Described in said lease, This injunction not to issue until the Complaintant shall have filed an injunction bond in the Sum of Five Hundred Dollars, with surety approved by the Court; and 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 24th, day of April A.D. 1899, at 10-30 O'Clock A.M. and it appearing from the Bill filed and the accompanying affidavits that the defendants, Bessie M. Drane and F. C. Drane are

May Term 1899

non-residents of the County of Clearfield, but reside in the city of Philadelphia, and that the real estate concerning which said Bill is filed is situated within the County of Clearfield, upon special motion of Swope & Patton, Solicitors for Complaintant, it is ordered that service of the Bill and this order be made upon said defendants, wherever they may be found within the State of Pennsylvania, and that they be required to file answer to said Bill of complaint within fifteen days after said service is made upon them

By the Court
Cyrus Gordon
P.J.

3rd. April 1899 Affidavits of John O'Neill, Robert Jackson M.D. Michael Dempsey, Robert A Jackson filed,

3rd April Bond for Injunction filed in the sum of $500. Dollars With John O'Neill and J R Brown sureties
Approved 3rd april 1899
By the Court
Cyrus Gordon
P. J

3rd april 1899 injunction issued

Now 5th April 1899 we hereby accept service of within Bill in Equity for Bessie M. Drane and F. C. Drane and waive person service

Krebs & Patterson
Attys. for Defendants

Now 5th. April 1899 we hereby accept services of within Preliminary Injunction for Bessie M. Drane and F. C. Drane and person service waived

Krebs & Patterson
Attys for Defendant

Apr 21st 1899 Demurrer to Plf. Bill filed
On Agt List
6 Nov. 1899 Continued and taken from Agt. list on account of pending settlement.

May Term 1899

C & M.	Margaret M. Danver		Filed 24 April 1899 Bill in Equity. praying the Court
24 April	(2)		That an injunction issue, preliminary at first. to be made perpetual hereafter. forever enjoining and restraining the said William R. Danver from hereafter instituting, maintaining or carrying on any suit, suits or prosecution against your Orator, for any of the matters complained of in this bill.
	William R. Danver		2nd That he be restrained and enjoined from collecting or attempting to collect any judgment or judgments or costs thereon, that he now has against your Orator, for any matters complained of in this Bill
Pro Thompson	By Atty	2.00	That he pay the costs of this suit
	Atty	3.00	Cole and Moore
Pro Thompson	By dep't	.50	Solicitors for Plaintiff
" "	By dep't	.50	
" "	By dep't	1.50	
" "	By dep't	1.50	Plaintiff files usual notice to Deft. that if he fail to enter an appearance within 15 days or file an
"	By dep't	.50	answer, he be liable to have the Bill taken pro-
Shf Gregory		5.00	confesso and a decree made against him in his absence, Same day printed book filed
			And now 24 April 1899 this cause came on to be heard on Bill and affidavits, and after due consideration it is hereby ordered adjudged and decreed that an Injunction issue as prayed for and that he the said Wm. R. Danver and is hereby enjoined and restraind from instituting or carrying on any suit or suits against the plaintiff for any matte complained of in this Bill. and that he be further restrained from collecting or proceding to collect any judgment or costs on any suit or Suits heretofore instituted, against her, and especially from collecting or proceeding to collect a certain Judgment on the Docket of Wm. Freeman J.P. on which an epecution is now issued and in the hands of M. M. Flynn Constable This injunction to be taken as dissolved unless a motion to continue the same be enjoined befor me on the 1st day of May 1899
			By the Court
			Cyrus Gordon P.J
			24th April 1899 Injunction issued
			On Agt List
			24 April 1899 Bond in the sum of One hundred dollars
			T.P. Rafferty Surety filed
			1st May 1899 Answer of Defr. filed
			Now 25 April 1899, Served on W.R. Danver by handing him a true and attested copy and by making contents known to him
			So Ans
			D.D. Gregory Shf.
			19th June 1899 by consent preliminary injunction continued till final hearing
			By the Court.

September Term 1899

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September Term 1899

C&M	Rose Harris		8th June 1899 Filed Bill in Equity praying the Court, that the Defendants and their Successors in office be perpetually enjoined by the Honorable Court from making sale od offering for sale on the 12th day of June 1899 or at any other time, the said property now owned by your Orator, for the payment of the taxes for the year 1897, That the alleged return of the Collector of Taxes for the year 1897, of said property, be stricken off and expunged from the record. Such other and further relief as in justice and equity your Orator may be entitled to receive. That the Defendants pay the costs
8 June	/		
	W.C. Davis D.N. Manning A.E. Woolridge Commissioners of Clearfield County and L.C. Dyer Treasurer		Cole & Moore Solicitors for Plaintiffs
Pro. Thompson	By Atty.	$2.00	Plaintiff files usual notice to Defendant that if he fail to enter an appearance within 15 days or file an answer! he be liable to have the Bill taken proconfesso and a decree made against him in his absence.
Atty.		3.00	
Pro Thompson	By copy	.50	
" "	By copy	1.50	
" "	By copy	1.00	

Same day Printed book filed
Now 8: June 1899 Served on me by Copy
W.C. Miller.
County Solicitor
Now 8 June 1899 Service accepted for Lewis C. Dyer
County Treasurer
Harris & Orvis
16 June 1899. Demurrer filed
On Argument List
22 July 1899 Opinion and decree filed
And now 22 July 1899 this cause came on to be heard on Demurrer to Bill, and after argument it is ordered adjudged and decreed that the demurrer be and is hereby sustained and the bill dismissed at costs of Complainant to whom ~~not~~ exception is noted.
By the Court.

Contd from Page 177

Decatur Coal Co Saml P Langdon and United Collieries Co	No 2 Sept. T. 1899 Continued 26th Aug 1899 By paper filed. Frank Fielding Esq appears for Defts. reserving all legal exceptions 28th Aug 1899 Demurrer to Pfs bill filed On Argument List 21 March 1900. Settled heretofore by papers so reports Judge Scott By the Court.

September Term 1899

Sept 4th P.	Decatur Coal Company	August 4th 1899. Bill in Equity filed praying the Court to grant it, A Injunction preliminary now, and to be made perpetual hereafter, enjoining and restraining the said Samuel P. Langdon and United Collieries Co. their workmen servants and employees from removing or attempting to remove from off the said described premises of your Orator, and from in any wise interfering with, or detaching of loosening from said premises, any of the Structures and improvements inside the mines or outside, or with the railways and other buildings erected and now on the said premises, or from taking or removing any of the mine cars. Iron, mine rails, boilers, engines, pumps, machinery, of any character, weigh scales, dumps, schutes, railroad iron in the railroad sidings, or any other personal property on said premises.
2		
Samuel P. Langdon and United Collieries Company		
Ats Thompson Cy Dft 2.50 " " Cy Dft 1.50 " " Cy Dft .50 Atty Cy Dft .50 Sh'f Gregory 3.50 Sh'f Gregory 37.28 Ats Thompson Cy Dft .50 " " agt Cy Dft 1.50 " " Cy Dft .50		
		2nd That your Honorable Court, will make and enter an order and decree, after due and proper hearing had that the defendants shall pay to your Orator the Amount due it under the terms of the contract of 1st July 1889 and of
Receipt of W. D. Boyer Ten Dollars to apply on Costs due Sheff. Gregory D. D. Gregory P.M.		3rd That your Honorable Court will make such other and further order and decree as to your Honor may seem meet and that equity and Justice may require
		Plaintiff files usual notice to Defendants that if they fail to enter an appearance within 15 days or file an answer, they be liable to have the Bill taken Pro Confesso and a decree made against them in their absence. Clearfield Pa. 2 Aug. 1899 David L Krebs Wm Paterson Solicitors for Plff
		Affidavits for injunction filed And. Now 4th August 1899, upon consideration had it is adjudged, ordered and decreed, that an injunction issue, enjoining and restraining Samb. P. Langdon United Collieries Company, and their servants, workmen, and employees of removing or attempting to remove, or interfere with in any way or manner whatsoever, with the structures or improvements in the mines or outside, and with the railways and sidings, and other buildings, especially with the minerails, mine cars, weigh scales, railroad iron on the railroad sidings. pumps boilers, and engines and any other personal property now in, upon or on all those certain premises of the Decatur Coal Company, situate in Decatur township, Clearfield County, Penna. bounded and described as follows:- On the North and East by Coal Run and the Thomas Billington survey; On the South and West by Little and Big Beaver Runs and the North

and West by Samual Hambleton survey. This injunction to be tolten as dissolved unless an order to continue the same be signed before me at Clearfield at Chambers on the 10" day of August A. D. 1899, at 1,30 P.M. Oclock of said day. five days notice of the place and time of meeting for said argument to be given together with a copy of this notice and decree to James Dennithorn, Superintendant or agent of the Defendant wherever he may be found in this county at the Companys office in the Drexel Building, Philadelphia, and if he is not there, then to such clerk, agent director or person as may be in said office, and also to Samual O. Langdon if he be there, together with a copy of this Bill,
The injunction only to issue only after filing an injunction bond in $500. with approved security, with the Prothonotary

By the Court

4 Aug. 1899 Bond in the sum of Five hundred Dollars with W. D. Bigler as surety filed, Same day Injunction issued

And Now I hereby make return that I served the within and forgoing Bill in Equity together with a copy of the order and decree for a preliminary injunction and notice of the time & place for the time of hearing of the motion to continue the preliminary injunction on The United Collieries Company the Corporation Defendant, by giving a true and attested Copy of the said Bill and of the time of said hearing on the motion to continue the preliminary injunction at Clearfield on the 10" day of August 1899 to James Dennithorn the Superintendant of said Corporation defendant in accordance with the Court in that behalf made

So ans J. K. Johnston, Deputy Sheriff

To make further return that I served the within Bill in Equity together with a copy of the order and decree for preliminary injunction and notice of the time and place of hearing on the motion to continue the pelminary injunction on Samual O. Langdon individually and Saml O. Langdon as president of said United Collieries Company the Corporation defendant by giving him a true and attested copy of said Bill and notice of the time of said hearing on motion to continue the preliminary injunction and of order of Court directing service outside of said County of Clearfield on the 10" day of August 1899 Service being made at the office of the United Collieries Company in the Drexel Building Phila. on Saturday the fifth (5th) day of August 1899 at 10 O Clock A.M. as by said order of Court Commanded

Continued on Page 177

D. J. Gingery, Deputy Sheriff

And Now I hereby make return that I served the within injunction on Samuel O. Langdon individually and upon Samuel O Langdon as president of the United Collieries Company by reading the same to him and making Contents Known thereof. That the service was made at the office of the Drexel Building United Collieries Company in the Drexel Building in Phila on saturday the fifth day of august A.D. 1899 in accordance with the order of the Court in that behalf made.

W. J. Gingery Deputy Sheriff

I hereby return that I served the within injunction on James Dennithorn Superintendant of the United Collieries Company at the office of the Company in on the 4th day of August 1899 by serving the same on him and making known the Contents thereof, and further return that the said United Collieries Company a Corporation doing business in Clearfield County Pa. and that James Dennithorn is and was at the time of said service the agent and Superintendant and General Manager thereof

J. K. Johnston, Deputy Sheriff

14 Aug 1899 Petition of Defendant for leave to remove pumps and iron to surface, filed

Now 28 Aug 1899 within petition read and considered, and in accordance with the prayer thereof, permission is given Defendants to remove the pumps and Iron mentioned from the mine to the surface of the Decatur Coal Companys property, there to remain within six days subject to the injunction granted and the further order of Court

By the Court, Cyrus Gordon P.J.

September Term 1899

Oct. 16, 18		
Cents	DuBois Borough	16 Aug 1899 Bill in Equity filed praying the Court
		First, By preliminary Injunction hereafter to be made perpetual will enjoin and restrain said
16 Aug	3	Defendants and their employees from erecting and constructing said Building now attempting to be erected and constructed by them.
Amos	Joseph Kassouf and Gabran Habib	Second. That you will decree that said defendants tear down and remove said building or such parts of it as do not comply with said Ordinance No. 106
		Third. That you will grant such further equitable Relief as Your Orator will require. and will ever pray etc
		DuBois Borough H. S. Knarr Chief Burgess
	Reg Simpson Chf Sh	2.50
	Shff Gregory	7.50
	Pd Simpson By Bond	.50
	" " By Bond	2.00
	" " By Bond 3rd Feby	.25
	" " By Bond 19th	.25
	" " By Bond	.50
	" " By Bond	1.00
Dec 21/01	Affirmed filed for Sec & his costs taxed Aug 19/99.	Plaintiff files usual notice to Defendants that if they fail to enter an appearance within 15 days or file an answer, they be liable to have the Bill taken Pro. Confesso and a decree made against him in his absence
Reams		Affidavits for injunction filed And 17 day of August 1899. Bill and affidavits presented and read and thereupon and injunction granted preliminary now and enjoining and restraining the defendants and their employees as prayed for. said preliminary injunction to be taken as dissolved unless a motion to continue the same be argued before the Court at Clearfield at the Court House, on wednesday the 30 day of August A.D. 1899 at 10 O'Clock A.M. five days notice of time and place for hearing the motion to be given the defendants By the Court Cyrus Gordon P.J.
		17 August 1899 Injunction Issued 30th Aug 1899. I appearance for defts Motion to continue preliminary injunction filed 30 Aug 1899. Defendants answer filed 18 Aug 1899 Served this injunction upon both defendants by handing to each of them a true Copy of the same duly certified to and by making contents thereof known to them also Aug 29, 1899 serve Bill in Equity by handing to said defendants a true and attested Copy of said Bill Order of Court and notice to appear So ans D. W. Gregory Shf. On Oath

Oct. 16, 1899 Opinion and Decree continuing Preliminary Injunction filed

It is therefore ordered that the preliminary injunction granted 17th Aug. 1899 be and the same is hereby continued till final hearing on the further order of the Court

By the Court
Cyrus Gordon C. J.

May Term 1900

	Peale Peacock & Kerr. Incorporated	5th February 1900 Bill in Equity filed praying the Court
5 Febry.	/	First:- Your Orators therefore humbly pray your Honorable Court to grant an injunction Preliminary now and to be made perpetual hereafter, enjoining and restraining the said David Atherton, and the said Irish Bros, George Scott, and M.P. Linn, their agents, servants, and employees from mining and shipping or consigning for shipment any Coal from the Colliery know as Colorado No 3 situate in Morris Township, Clearfield County. Penna. to any person, or persons, firms or Corporations other than to your Orators. Peale, Peacock and Kerr Incorporated, or to such persons, firms and Corporations as they may designate!
	David Atherton, J.B. Irish. Doing business as "Irish Brothers", and as individuals, George Scott, and M.P. Linn	Second:- That your Honorable Court will enter a decree requiring the Defendants by a mandatory order now made! to mine and ship, or consign to Peale. Peacock and Kerr Incorporated at Port Reading. New Jersey. the coal that can by the use of reasonable effort be produced from mine Colorado No 3 namely 5000 gross tons per month. upon cars furnished by the railroad Company to receive the same. and that the output of coal of said mine be so consigned to your Orators!
	I & C. 2.50 Atty Rec'd 24/2/900. K of P atty 3.00 Pro Thompson .50 " " 1.50 " " .75 " " 1.50 Shf Grigery cr 10.30 no .05	Third:- That your Honorable Court will order and decree that the defendants produce and present at the hearing upon the motion to continue this injunction the Contracts agreements, or evidence of the arrangment entered into for the control of mine Colorado No 3.
	Rec'd 23 July 1900 Rescript of Mundy & Smith Injunction 05/100 dollars above costs Frank C Thompson Pro	Fourth:- That your Honorable Court will upon the preliminary hearing, as also upon the entry of a final decree make such further and other order as will protect the rights of your Orators and as justice and equity require and by your Honorable Court may seem necessary.
		Fifth:- That your Honorable Court will enter an order directing the service of the writ of injunction upon George Scott and M.P. Linn in the City of Pottsville, Pa. or wheresoever they may be found within the State. and that service be made upon David Atherton at Philipsburg. Centre County. if not found within this County, and upon Irish Brothers where they may be found within this State or at their office in West End Trust Building Phila. Penna.
		Plaintiff files usual notice to Defendants, that if they fail to enter an appearance within 15 days or file an answer. they be liable to have the Bill taken Pro. Confesso and a decree made against him in his absence

Bill

And now 23 July 1900 this Bill is discontinued at plaintiffs cost

Wells Peale & Peale atty's for Plaintiffs

Febry 5. 1900 Affidavit of Danl. A. Paul Filed
same day affidavit of Henry W. Peacock filed. Presented
and filed 5" Febry 1900

By the Court
Cyrus Gordon P. J.

And Now 5" Febry. 1900. upon due consideration had, it is adjudged, ordered, and decreed that a preliminary injunction be issued. First:- Enjoining and restraining the said David Atherton, George Scott, M. O. Quinn and Ned Irish and Irish Brothers', their agents servants, and employees from mining and shipping or consigning for shipment any coal from the Colliery situate in Morris Township Clearfield. Co. Penna. and known as Colorado No. 3 to any other person or persons, firms or Corporations, other than Peale, Peacock and Kerr, Incorporated, or to such person or persons, firms or Corporations as they may name or designate. Second:-

That the said defendants named in the Bill, their agents, servants, and employees be and are hereby commanded to mine and consign for shipment to Peale, Peacock and Kerr, via the New York Central & Hudson River Railroad Company, Lessee of the Beech Creek Railroad, the total "out put of Coal" from said Colorado No 3 mine. The said Coal to be consigned as aforesaid, to be delivered at Port Reading New Jersey. Third:-

That The preliminary injunction be taken as dissolved unless a motion to continue the same be argued before me, at the Court House in Clearfield Pa. at the Hour of 11 Oclock A. M. on the 12th twelfth day of February A.D. 1900. A copy of this order with the time and place stated therein, together with the Copy of the Bill and Writ of injunction to be served on the defendants in accordance with the order of service made on Bill filed, at least 5 days prior to the time fixed for the hearing. That a bond in $1000- with approved sureties be filed with the Prothonotary before the injunction issue.

By the Court
Cyrus Gordon P. J.

Febry 5. 1900 Bond for Injunction in the sum of One Thousand Dollars, with A. E. Patton as surety filed Approved 5" Febry. 1900, By the Court
Cyrus Gordon P. J.

Same day Injunction issued

Febry 6. 1900 This Bill petition and Notice of time for filing answer served upon David Atherton, Geo. Scott and J. B. Irish by M. F. Chambers deputy giving to each a true and attested copy of the original and by making contents thereof known to them. So ans W. D. Smigery Shf.

Febry. 6. 1900 This injunction served upon David Atherton Geo. Scott & J. B. Irish by giving to each a true and attested copy thereof and by making contents thereof known to them.
So ans W. D. Smigery Shf.

May Term 1900

K and O.	J. P. Burchfield		10th March 1900 Bill in Equity filed praying the Court
10 Mch	2		
Fulford	George M. Fulford		1st That a decree be made by your Honorable Court directing the said Fulford to sign, seal, and execute the assignment drawn on the back of the above mentioned Tax Deed and deliver the same to your Orator,
Pro	Thompson	2.50	2nd That the said Fulford be directed to make an accounting of the purchase money
"	"	.50	received by him from W.A. Dooney, J.N. McGill
"	"	.25	and C.J. DeHaas,
"	"	.25	3rd Such other & further relief in the premises
"	"	60	as to your Honor may appear necessary and
Shf Kane (Blair Co)		6.60	expedient.
Pro Thompson		60	Plaintiff files usual notice to Defendant that if
"	"	.50	he fail to ~~appear~~ enter an appearance within 15 days
		25	or file an answer he be liable to have the Bill taken Pro Confesso, and a decree made against him in his absence.

D. L. Krebs
William Paterson
Attorneys for Plaintiff.

And now this 6th day of March 1900 it appearing to the satisfaction of the Court that George M. Fulford does not reside within the County of Clearfield, but resides at Hollidaysburg, in the County of Blair, Penna and it further appearing that the said J.P. Burchfield is a resident of Clearfield County, and the said premises are situate in said County of Clearfield, it is therefore ordered that service of the forgoing Bill, with a copy of the order, be made by the sheriff of Blair County upon said named George M. Fulford, in the said County of Blair, where he resides, with the same force and effect as if made in Clearfield County in accordance with the provisions of the 1st section of Act of April 1859 P.L., 387 and that the said Defendant cause an appearance to be entered in said Equity proceedings within fifteen days after service of a copy of said Bill and of the order of service.
Witness my hand and seal of the Court

By the Court
Cyrus Gordon P.J.

Now 22 Mch 1900 By paper filed Geo M. Fulford enters his appearance in above stated case.

Now 19 March 1900 Served four copies of the within Bill on Geo M Fulford the Within named Defendant by reading and making known to him the contents of same

So answers
N L Kane
Shf

Continued from Page 184

27th March 1900 Defendants answer filed
Now 27 March 1900 acknowledge to have received of George M. Fullford four copies of within answer and accept service of same
David L. Krebs for Pff.
(as per endorsement on Defts answer)

Now 31st Mch 1900. By paper filed Plaintiffs joins issue on the matters alleged in the defts answer.

No 2nd Apr 1900. The Court appoints Monday April 30th 1900 at Court House @ 10 o'clock A.M as the time and place for hearing the above case. Attest Grant S. Thompson Prd

Now 30 April this case continued until first Monday of June at 10 o'clock A.M.
Attest Grant S Thompson Pro.
By the Court

May Term 1900

W.C.Pentz | L. S. Hay

19 Mch. | 3

J. M. Tropel
L. A. Brady and
William Wingert

19th March 1900 Bill in Equity filed praying the Court

1st To decree a dissolution of said co-partnership

2nd To appoint a Receiver for the said co-partnership, to take charge of the partnership property, collect the outstanding accounts, sell the real estate, pay the partnership debts, and distribute the balance among the member of the said co-partnership as their interest may appear.

3rd Such other relief as your Orator is entitled to.

Plaintiff files usual notice to Defendant that if he fail to enter an appearance within 15 days or file an answer he be liable to have the Bill taken pro. confesso and a decree made against him in his absence

W. C. Pentz
Solicitor for Peff.

19th March 1900 served within bill on J. M. Tropel one of within named Defendants by giving him a true copy thereof and by making contents known to him

so ans. Con. Harry Ross on oath

19th March 1900 served within bill on William Wingert by giving him a true copy thereof and making contents known to him

so ans J. M. Kopp on oath

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11 May 1900 I direct order ent to be entered

W C Pentz
atty for Pltff

Pro Thompson atty for Pltff 2.50
Con. Ross cr. 3 days 3.00
" J.W. Copp cr. (398) 1.00
Esq. Woodring cr. Cash 1.70
Pro Thompson .25
" .50
9.20

Now 11th May 1900 Rec'd above costs less Atty fee 2.20 7.00
Ernest Thompson
Pltff

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May Term 1900

S & D

D. S. Fleming.

10 April 1900 Bill in Equity filed praying the Court

First

That an account may be taken of all and every of the said late Co partnership dealings and transactions until the time of the dissolution thereof, and that the said H. E. Miller may be directed to pay your Orator what if anything shall upon such account appear to be due from him, your Orator being ready and willing and hereby offering to pay to the said H. E. Miller what if anything shall appear to be due to him from the said Joint concern upon said settlement being made.

Second: Such other and further relief as under the circumstances and facts may to your Honorable Court seem proper in the premises

Swoope & Patton
Solicitors for Complainant

10 April

4

H. E. Miller

Pro Thompson (Deputy) Clk 2.50
Atty M & S 3.00
Pro Thompson .50
Harry Ross (1488) 1.12
Pro Thompson .50
" 1.00
" .50
" 2.50
Clk D W McGilley Atty 1,25
Pro Thompson Clk .25

Plaintiff files usual notice to Defendant that if he fail to enter an appearance within 15 days or file an answer, he be liable to have the Bill taken pro confesso and a decree made against him in his absence.

Swoope & Patton
Solicitors for Complainant

Now 16 Aug 1902 Recvd of M & S Thy Costs and 1.12 Hon Ross Only
Grant H Thompson
Prothy

Now 7th July 1900 I served the within Bill in Equity upon H. E. Miller the within named Defts personally at Clearfield, Clearfield Co Pa. by handing him a true and attested Copy of the Original Bill in Equity and making Contents Known to him. &c ans. Harry Ross const. An Oath

21 July 1900 Answer of Defendant, filed
24 " " Answer of Defendant filed
26 " " Service of Answer accepted by Sol. Attys
28 " " Replication filed
May 17 1902 By paper filed Murray & Smith Attys Affidavit for Defendant.
July 8th 1902. On trial list & Settled By the Court.

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September Term 1900

W.A. Hagerty
Singleton Bell

Jud Coe

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Judson D. Coe

25 June 1900 Bill in Equity filed praying the Court

First
That the said Defendant may answer the premesis.
Second
That the Copartnership may be dissolved
Third
That an account may be taken of all and every the said Copartnership dealings and transactions from the time of the commencement thereof, and also an account of the money received and paid by your Orator and the said Defendant respectively in regard thereto. And that the said Defendant may be decreed to pay to your Orator what in anything shall upon the taking of the said accounts appear to be due to him, your Orator being ready and willing and hereby offering to pay to said Defendant what if anything shall upon the taking of the said accounts appear to be due to him from your Orator.
Fourth:- That in the meantime the said Defendant Judson D. Coe, may be restrained by the order and injunction of his Honorable Court from collecting or receiving the partnership debts or other moneys.
Fifth:- Such other and further relief in the premesis as to your honor may appear necessary and expedient.

W.A. Hagerty
Singleton Bell
Attys for Peff.

Plaintiff files usual notice to Defendant that if he fail to enter an appearance within 15 days or file an answer. he be liable to have the Bill taken pro-confesso and a decree made against him in his absence

W.A. Hagerty
Singleton Bell
Attys for Peff.

25 June 1900 Served personally on defendant by giving to him a true and attested copy of the original Bill in Equity togeather with notice to defendant to appear within 15 days etc and by making contents known to him
So Ans. W.D. Spigener Shf.

9 July 1900 By paper filed Thos H Murray and B. F. Chase, Esqrs appear for defendant reserving all legal rights and exceptions
9 July 1900 Answer of Defendant filed
9 " " Service of Answer accepted by S Bell atty

Ino Thompson By Peff. 2.50
Atty 3.00
Ino Thompson .50
Shf Spigeny 3.00
Ino Thompson .50
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September Term 1900

1 & 2 & 3	John DeRemer Harry DeRemer Alexander Hunter George B Curry 2nd E. C. Haley	19th July 1900 Bill in Equity filed praying the Court
10 July	2 D. W. Anderson and the Carman Manufacturing Company	First. That the defendant, the Carman Manufacturing Company, is a corporation organized and existing under the Corporation Act of Pennsylvania, approved 29th April 1874 and its Supplements, and was granted Letters Patent on the 27th day of November 1899 a copy of the Articles of Association being recorded in Recorder's office at Clearfield, Pa. in Corporation Docket No. 2 page 72 et seq. which are hereby made a part of this proceeding. Second. That the Capital Stock of said corporation is fixed at eight hundred shares of the par value of Twenty-five dollars per share Twenty Thousand Dollars; and that of this amount it appears that 249 shares were subscribed for when the articles of association was presented for Letters Patent. Third. That your oratorss are stockholders in said corporation. Fourth. That after the organization of said Carman Manufacturing Company, the company organized by selecting James E. Kirk as its President and W. P. Comeley, Secretary and Treasurer, and D. W. Anderson

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September Term 1900

K 2nd L	John DeRemer. Harry DeRemer. Alexander Hunter George B. Curry 3d E. C. Haley	10" July 1900	Bill in Equity filed praying the Court Your orators therefore pray
10" July	2 D. W. Anderson and the Carman Manufacturing Co.		First. That an injunction issue preliminary now and to be made perpetual hereafter, enjoining and restraining the said D. W. Anderson from paying out on his own checks or checks of D. W. Anderson, Manager, any part of the moneys collected from the insurance of the defendant Corporation's property or from the sale of other property, and from transferring any of the notes taken therefore, in his own name or otherwise.
Pro Thompson	2.50		
Atty	3.00		
Pro Thompson Cert.	.50		
" " affi	.50		
" " affi.	.50		Second: That your Honorable Court will make and enter a decree for the appointment of a competent and disinterested person as Receiver of the Carman Manufacturing Co. with power to collect the outstanding account and balance of unpaid insurance, and to settle the business of the corporation.
" " Bond	.50		
" " Sy	2.00		
" " Rule	.60		
" " Dept L	1.50		
" "	.25		
Capt Harry Rowe (Sub), Deft Bill Ex file & Summons	.50		
Pro Thompson	9.20		
"	.25		Third. That your Honorable Court will in like manner order and direct that the said D. W. Anderson pay over unto the Receiver the sum of Twenty-six hundred and fifty dollars, being the amount of insurance money collected by him, as well as the money and notes received from the sale of other property of the Corporation, and also to deliver to the Receiver that may be appointed the books containing the accounts of the corporation as also, the insurance policies and all the papers, notes and moneys belonging to said corporation.
" "	.25		
" "	.25		
" "	.50		
" "	.50		
" "	1.00		
Atty drawing answer	10.00		
" other services	15.00		
Sy Gregory Pa. D. D. T.	8.00		
" " "	.00		
" " "	.00		
Pro Thompson	4.75		
" "	4.60		

28 Sept 1900 Exceptions filed to Def's Bill of Costs/ costs on rule. G B Curry.

Pro Thompson	.60
"	1.50
" " rule	.60
10 6 mos sup	3.00

Oct 6 1900 Exceptions overruled and costs taxed as filed
Exceptions renewed & appeal to C P. of Clfs Co
Grant & Thompson,

Jan 21 1901 Exceptions dismissed & Taxation affirmed By the Court,

Recd of G B Curry 20 Oct 1900 on taxation $5.45/100 Sy Gregory 8.00 Con Com 15.00 My Cert 8.00
Grant & Thompson
Proth

Continued to next Page (195)

This 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 the 30" day of July 1900 at 2 O'clock P.M. a copy of the bill with copy of this order with time and place of hearing, to be served on the defendants named in this bill at least five days before the time fixed for the hearing.

Complaintants or some of them to file a bond in three hundred dollars with surety approved by the Clerk of the Court before the preliminary injunction shall issue.

By the Court
Cyrus Gordon P.J.

Plaintiffs file usual notice to Defendant that if he fail to enter an appearance within 15 days or file an answer, he be liable to have the Bill taken pro. confesso and a decree made against him in his absence.

Krebs & Lovenight
attys for Peff.

19" July 1900 Injunction affidavit of E.C. Haley filed
19 " 1900 Injunction affidavit of J.M. DeRemer filed.
19 " 1900 Bond of Injunction in the sum of Three hundred dollars with E.C. Haley, J.M. DeRemer & S.H. Durand sureties filed and same day approved by the Court.

Cyrus Gordon P.J.

19" July 1900 Preliminary injunction issued to D.W. Anderson Ret 30" July 1900 at 2 O'clock P.M.
19" July 1900 A Rule is granted on the Lanman Manufacturing Company to show cause why a Receiver should not be appointed Returnable on 30" day of July 1900 at 2 o'clock P.M.
Same day Rule issued. On Arg. List
28" July 1900 Answer filed.
July 30: 1900 By paper filed Defts except to the sufficiency of the pleadings on bond entered in this case for issuance of injunction
30 July 1900 Disclaimer of Alexander Hunter filed
30 July 1900 By paper filed Plaintiffs move for continuance of injunction in above case.
24 Aug 1900 Opinion and Decree filed as follows.
Now 21 Aug. 1900. This case came on to be heard and after argument by Council and due consideration. it is ordered, adjudged & decreed, in accordance with the foregoing opinion. that Plaintiffs' motion to continue the preliminary injunction be and the same is hereby refused and and the injunction dissolved at cost of plaintiff. to whom exception is noted. By the court

Cyrus Gordon P.J.

24 Aug 1900 Opinion and Decree filed as follows
Now 24 Aug. 1900 The Rule is therefore, discharged at the cost of the petitioners to whom exception is noted, By the Court

Cyrus Gordon P.J.

Served this Bill in Equity, Order of Court and notice to appear upon Lanman Mfg. Co. by giving to D.W. Anderson President & General Superintendant of said Company July 23. 1900 and upon Jas E. Kirk Secretary of said Company July 24. 1900 and upon D.W. Anderson, individually July 23. 1900 by giving to each a true and attested Copy of the Original Bill. Order of Court and notice to appear and by making contents thereof known to each of them

So ans. D.D. Gregory Shf.

(Continued to Page 212

September Term 1900

McE & McC.	Peter Hoffman		29th July. 1900 Bill in Equity filed praying the Court.
20 July	3		Relief Prayed for
	Leonard Kyler		1st. That your Orator have leave to examine witnesses touching the matters which tend to establish, support or affect the title of your Orator in and to the said ten acres, to the end, that their testimony may be preserved and perpetuated.
Pro	Thompson By Atty	2.50	2nd That your Orator may have such further
Atty.	Pd Nov. 11th 03 by Rec. - JBMc.	3.00	and other relief as to the Court may seem
Pro	Thompson	.50	meet, and as equity may require.
	1	1.25	McEnally and McCurdy
		.50	attys for Peff.
		2.50	
			Plaintiff files usual notice to Defendant that if he fail to enter an appearance within 15 days or file an answer, he be liable to have the Bill taken Pro Confesso and a decree made against him in his absence.
			McEnally & McCurdy
			attys for Peff.
			11 Aug 1900 By paper filed WA Kagey Esq appears for Defts reserving all legal Exceptions
			11 Aug 1900 Answer of defts filed
			June 21. 1901. Replication filed
			July 11th 1902. By paper filed permission granted to produce Peff in Aug 1st 1902 or whenever Court is held to make corrections in testimony Ten days notice to be given Defts Atty
			By the Court
			July 14th 1902 Served on me. WA Kagey Atty.
			July 30th 1902 Testimony filed
July. 30. 1902	Testimony		taken July 10. 1902 filed
Aug. 2. 1902	Testimony		taken Aug. 1. 1902 filed
Now Aug. 2. 1902			the foregoing testimony of Peter Hoffman and Adam Moyer taken July 10th. and Aug. 1st, 1902 as certified by A.B. Gaudin Official Stenographer is approved as correct. and it is ordered and decreed that the said testimony of Peter Hoffman and Adam Moyer taken in this case together with all proceedings relative thereto. be entered of record and that the same be confirmed in perpetuam. rei memoriam.
			Per Curiam
			Emory A. Walling P.J.
			6th District Specially presiding

Recd of Herman Hoffman
Seven dollars & fifty cents
Costs 7.50 By Atty
Clerk McThompson Pro
2 Nov 1902

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September T. 1900

C and M	Charles N. Barnett. Cordie Barnett. John Blair and Dennis Dempsey		23 July 1900 Bill in Equity filed praying the Court
23 July	H		1st. That a rule issue directed to said Defendants to show cause why an Injunction should not issue, restraining them, their agents, servants and employees and, from the erection. building and operating a Mill or factory of the kind and character above described. at the location aforesaid.
	G George W. Sawyers and D. J. Rogers		
Pro Atty	Thompson (Clerks acct)	2 50	2" That at the final hearing a permanent
		3.00	Injunction was issued forever. restraining
Pro	Thompson	.50	the said defendants from the erection of
"	"	.60	said Mill or factory.
		1.50	
Shf	Gingery. "Recd these Costs W. S. Blair	5.00	3" General relief
Pro Thompson		.50	Cole and Moore
"	"	50	Attys for Peffs.
Pro Thompson		1.50	
7 Feby 1901. Recommend C & C Barnett Sevent & Pro claim my costs Earl D Thompson			Plaintiffs files inscial notice to Defendants that if they fail to enter an appearance within 15 days, or file an answer he be liable to have the Bill taken Pro-Confesso and a decree made against them in their absence. Cole & Moore Atty for Peffs.
			23" July 1900 Rule granted to show cause why an injunction should not issue against them Ret. 1 monday of Aug.
			23" July 1900 Rule issued
			On Argument List
			1" Aug. 1900 I this day served the within rule on the two within named Defendants by reading the contents and giving each of them a true copy of the same So ans W. S. Blair Deputy Sheriff
			12" Oct 1900 Defendants Answer filed
			12 Oct. 1900 Demurrer filed
			On Argt List
			5" Mch 1901 by consent the Rule for injunction is discharged without prejudice the matter to await final disposition By the Court.
2" April 1901 Opinion and Decree filed as follows.			
Now 2" April 1901 This case came on to be heard on Bill and Demurrer, and after argument of Counsel it is ordered, adjudged and decreed. that the Demurrer be sustained and the Complaintants Bill dismissed at their costs. to whom exception is noted and Bill sealed. By the Court			
			Cyrus Gordon C. J.

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Continued from Page 153

6 Oct. 1898 Return of sales to John Hall and Lu Heidrick filed
Nov. 5 Oct. 1898 the foregoing petition read and the Court hereby confirms the above mentioned sale of tract of 24 acres & 40 perches more or less in Sandy Twp Jeff Co Pa to John Hall of said Twp for sum of 275.00 by Hugh McCullough Rec above named & authorizes him to make deed therefor to said Hall upon receipt of said money And the Court being satisfied of the propriety thereof further confirms the sale made by said Receiver along with the further mentioned James E Long of the property in said petition described as situate in Brookville Jeff Co to the within named Lu Heidrick under the covenants agreements and promises accompanying said sale as set forth in the foregoing return made by said Heidrick with said Receiver & said Long said Rec. to unite with said Long in executing a deed therefor to said Heidrick subject to the aforesaid covenants agreements and other stipulations included in & made part of said sale as per said return

By the Court.
Cyrus Gordon P.J.

Nov. 17 Oct 1898 it is ordered that Hugh McCullough Receiver pay to P. S. Weber Exr of Agnes Painter a dividend of seventy per cent on the balance of $367.32 due him as Exr from the Bank of DuBois & that he pay the cost of Prothy on this proceeding out of the moneys in his hands as Receiver

By the Court.
Cyrus Gordon P.J.

Nov 30 Dec 1899 petition of Hugh McCullough Receiver filed for sale of certain Real Estate
The petition of Hugh McCullough Receiver of the Bank of DuBois respectfully represents that he believes it will be for the best interest of the Creditors and all parties in interest. That the following described real estate be sold at public sale all situate in the Borough of DuBois Clearfield County Pennsylvania Lots Nos 166. 167. 168. 169. 170. 171. 197. 198. & 199. in Long addition to said Borough and being part of said premises conveyed by James E Long to your petitioner Also the following described lots of land situate in said Borough and being part of some premises conveyed to your petitioner by Harry Loeb Four lots (on each of which there is erected a small dwelling house) bounded (and fronting) on South by Jared Stuck on East by Elizabeth Lot conveyed by your petitioner to Tepe and known respectively as Stuck Nos 216. 216½. 218. 220. & 222 the first two Nos being a double house and he hereby prays the Court for an order to sell the said described Real Estate at Public Sale or outcry in the Borough of DuBois within a reasonable time from date hereof

Hugh McCullough Receiver

Nov 30 December 1899 Order of Court filed
Nov 27 Oct 1899 The foregoing petition having been read and considered it is hereby ordered that said Hugh McCullough, Receiver, &c, and he is hereby authorized to sell the said premises at Public Sale in the Borough of DuBois, Pa within two weeks from date hereof, & the highest and best bidders for the same as a Whole. or in Single lots — and upon such terms as have already been made by the Court in this Equity proceeding

By the Court
Cyrus Gordon
P.J.

Nov 30 Dec 1899 Petition and return of Sale of Real Estate of Hugh McCullough Receiver filed
This petition and return of Sale respectively represents that in pursuance of an order of your Court made October 27 1899 he sold, at Public Sale, in the Borough of DuBois, Pa on the 11th day of November 1899 after fully advertising the same The following described Real Estate to the following named parties upon the terms herein stated; they being the highest and best bidders, respectively, for the several lots;
To M Rochlander Lots on Jared Street, said Borough, Street Nos 216, 216½, 220 and 222 for 2,010.00 Also Lot no 218 on Jared Street for 350.00 to Mrs McCreight Lots Nos 166, 167, and 168, in Longs addition to said Borough for $270 $80 and $60 respectively
To Frank W. Crothers Lot no 169 in said Longs addition for $80
To Eus E Blommers Lot no 170, in said Longs addition for $225
To Fred Krack Lots Nos 171, 197, 198, and 199, in said Longs addition for $170, $175, $130 and $155 respectively;
I also sold at ~~private Sale~~ to DE Kibner and NL Hoover an irregular piece of ground conveyed to me as Receiver by H Loeb, a lot of ground in DuBois described as follows for $1,000 Cash:
Beginning at a post at corner of Jared and Valley Streets; thence along Jared Street 106 feet to a post; thence still by Jared Street, 38 feet more or less to a post at the corner of lot of J D Miller; thence by line of said J D Miller Lot 68 feet more or less to line of lands of B R & P Ry Company; thence by line of said Railway Co's lands 107 feet more or less to a post; thence still by lands of said Railway Co, 134 feet more or less to Valley Street; thence by Valley Street, 107 feet more or less to a post at the place of beginning—
This private Sale was made or agreed upon without order of Court first made, because the time and occasion were important, and because your petitioner obtained a good price for same, and believes such Sale and Price is for the best interests of the creditors and all parties concerned. I therefore pray the Court that the Sale be approved and confirmed, and that your petitioner be authorized by the Court to make Conveyance for same, and your petitioner further asks that the others the public Sales be confirmed and approved and that he be authorized to make Conveyance for the same—
The advertisement of terms of public Sale called for one third Cash and one third in one year & one third in two years with Interest on deferred payments which payments were to be secured by Bond & Mortgage Some of the purchasers desire to pay all in Cash, and he asks, that in such cases he be authorized to accept all in Cash, and your petitioner Hugh McCullough Receiver of the Court of DuBois Will ever pray &c

Hugh McCullough Receiver

Nov 30 Dec 1899 Order of Court filed
And now 5 Dec 1899 the above petition and return of Sale having been read and considered, the petition is hereby granted and the said private Sale to D.E. Kibner and N.L. Hoover, as well as the public Sales in pursuance of our order of 27 Oct 1899 are hereby approved confirmed and ratified; and the said Hugh McCullough Receiver is hereby authorized and directed to make proper Conveyances for the said different lots of land upon receipt of all Cash or upon terms as advertised at Public Sale

By the Court
Cyrus Gordon
PJ

Continued to page 209

Carried from Page 160

John G. Platt
vs
Belsena Coal Mining Co

And now 21 Apl 1899 Remittitur from the Supreme Court filed showing Motion quashed By the Court.

10 May 1899 Plaintiff enters a rule on defendant to file its plea demurrer or answer within thirty days after service of notice of this rule. as per Praecipe filed

10 May 1899 Rule issued

Affidavit of Service

State of Pennsylvania,
City and County of Philadelphia ss:-

On this 31st day of May A.D. 1899 before me the undersigned, a Notary Public duly commissioned and qualified in and for said County and State, personally came Henry A. Husson who having first been duly sworn according to law, doth depose and say, that he served the annexed Bill in Equity in the case of John G. Platt vs. Belsena Coal Mining Company, W.T. Rainey and A.J. Cobey, No. 3 May Term 1898 Common Pleas of Clearfield County Pa, upon the said W.T. Rainey one of the defendants personally on the 31st day of May A.D. 1899. by handing to said W.T. Rainey a true and attested copy of the original Bill in Equity, and informing him of the contents of the same, and that on the 31st day of May A.D. 1899 he served the annexed order of the Court upon the said W.T. Rainey, by giving him a certified, true and attested copy thereof and informing him of the contents thereof; that both the said services were made personally on the said W.T. Rainey at N.W. Corner Broad and Arch Streets in the city of Philadelphia, and State of Pennsylvania,

Henry A. Husson

Sworn and Subscribed before me this 31st day of May A.D. 1899
Jno. T. Prandoh
Notary Public

8 July 1899 Petition of Defts to remove this action to the Circuit Court of the United States for Eastern district filed with bond in sum of Five hundred dollars attached
10 July 1899 Answer of A J Cobey filed
" " " " Belsena Coal mining Co filed
15 " Objections to removal of cause filed
" On Agt. List
27 July 99 Opinion and decree filed
Rule is discharged and exceptions noted to Defts.
By the Court.

27 July 1899 notice issued to Defts Atty.

And Now 7th August 1899 on application of Defts Attorney made for the purpose only of excepting to the service in this case and exception to the within Decree allowed Nunc Pro Tunc and Bill sealed for the Defendant.

By the Court
Cyrus Gordon P.J.

Now 16 Aug 1899. Bond for Appeal to Supreme Court filed in sum of Five hundred dollars with The Real Estate Trust Co of Phila Pa as sureties
16 Aug 1899. Writ of Certiorari to Supreme Court filed
Ret. third monday of April 1900.

Continued from Page 202

27 March 1900 The Complaintant joins issue on the matters alleged in the answers as per Replication filed
12 April 1900 Complete record made for Supreme made.
1" May 1900 Separate answer of Belsena Coal Mining Co. filed
1" May 1900 Separate answer of W. T. Rainey filed
1" May 1900 Separate answer of A. J. Cobb filed
7" May 1900 Remittitur from Supreme Court filed with decree viz April 1" 1900 Judgment of New Trial entered By the Court.
And now 7 May 1900 Judgment is entered on the decree Judgment for Pltf vs Grant H. Thompson Pro.
7 May 1900 A counsel of 25 allowed as per Remittitur from Sup. Court
Nov 20" 1901. By paper filed Henry C Perry Atty withdraws his appearance as associate counsel in above case. for defts.
Nov 20" 1901 By paper filed C Andrade Jr. Atty enters his appearance as associate counsel for defts.
July 8" 1902 On trial list and settled By the Court.

Now May. 27. 1903 the conclumption settled as per agreement I hereby direct that same be discontinued.
Attest
Grant H Thompson
Pro Pltf

Reuben L Woods
Of Counsel for Complainant,

September Term 1900

1900 L.	L. Milton Wilson vs Mary C. Rowland	18 Aug. 1900 Bill in Equity filed praying the Court.
18 Aug.	5	First:- That an injunction be issued. preliminary now and perpetual hereafter, enjoining and restraining
Feb'y Ord'd	The Altoona & Philipsburg Connecting Railroad Company, The Pittsburg Johnstown Ebensburg & Eastern R.R. Co. Saml P. Langdon, Pres. J. O. Reed, Superintendant Saml P. Langdon and J. O. Reed individually	the Altoona Philipsburg Connecting Railroad Co. The Pittsburg Johnstown. Ebensburg & Eastern R.R. Co. Samuel P. Langdon. J. O. Reed and the officers. directors, agents. servants and employees of said companies or either of them. from. in any manner interfering with the tipple. scales and structure erected by your orator L. Milton Wilson and now standing within the strip of land 60 feet wide conveyed by the Moshannon Coal Company to the Altoona & Philipsburg Connecting Railroad Company.
Pro Thompson	2.50	Second:- That the said injunction further enjoin the said named parties from in any manner. interfering with. hindering or delaying. the said L. Milton Wilson. of your orators. from re-constructing a crossing overhead the said defendants railroad tracts, with an elevation of not less than twenty five feet and an opening of not less than twenty feet in width for the passage of trains, said overhead crossing to be used to carry mine cars from your orators mines loaded and unloaded, to and from his mines to the Tyrone & Clearfield Railway Co's road so long as the same may be needed to remove the coal from the tract of land hereinbefore mentioned
Atty Pro Thompson	.50	
" "	.50	
" "	.50	
" "	2.00	
" "	.50	
Shf Gregory, Pa. 20 Dys.	10.00	
" " " 20 Dys	10.00	
Atty Bigler & Orr "1125."	25.00	
Pro Thompson	.50	
" "	.75	
	5 1/2 25	

now 20 Nov 1901 Remitted of L Milton Wilson Fifty Three Dollars in full of above Costs

Grant & Thompson Pro Thy

Third:- That a decree be entered permitting your orator L. Milton Wilson, to erect and construct an overhead crossing over the roadbed of the defendants Company at an elevation of not less than twenty-five feet above the top of the rails of said defendants Company's track with an opening of not less than twenty feet in width. to be kept in good safe condition at all times, with the right to use the same to haul loaded and empty mine cars to and from your orators mine or mines over and across defendant companys road to such point or place as may be necessary to enable the coal from his mines in order that he may have the same transported to market, and that the defendant companies, Samuel P. Langdon as President and J. O. Reed. Superintendant, thereof and as individuals and any other person or persons acting for them as agents, servants, employees or otherwise be enjoined and restrained from interfering with or injuring the same in any manner whatsoever.

Fourth; That your Honorable Court will enter a decree awarding to your orator L Milton Wilson an amount of damages for the unlawful. malicious and wilful destruction of his property by the said defendant companies and by Samuel P Langdon and J. O. Reed.

Fifth:- That your Honorable Court will make such other and further order and decree in the premesis as to you may seem right and as may be required to protect and secure the legal and equitable rights of your orators, singly and conjointly.

Krebs & Livengood Attys for Pltf.

Plaintiff files his usual notice to the Defendants. that in they fail to enter an appearance within 15 days, or file an answer. they be liable to have the Bill taken Pro: Confesso and a decree made against them in their absence

And now August A.D. 1900 the foregoing Bill having been presented and read. it is thereupon ordered and decreed that a preliminary injunction be issued. enjoining and restraining the said Samuel O. Langdon, President, J. O. Reed. Superintendant and as individuals, and the said Altoona & Philipsburg Connecting Railroad Company and the Pittsburg, Johnstown, Ebensburg & Eastern Railroad Company, on either of them, and all person or persons as their agents, servants, employees or in any other wise, from interfering with the tipples and structures of L. Milton Wilson as now constructed, and from hindering, delaying and preventing him the said L. Milton Wilson from re-constructing an overhead crossing over said railroad bed and tracks of the defendant Company upon the land described in the annexed Bill.

This preliminary injunction to be taken as dissolved unless a motion to continue the same be argued before me at the Law Library Room of the Court House in Clearfield Pa., on the Thursday 30" day of August 1900 at 10½ O. clock A.M. of said day.

Five days notice of this order, together with a copy of the injunction and also a copy of the Bill to be served upon J. O. Reed Superintendant of defendant Companies at any place in Clearfield County, and if not found in the County this service to be made upon him in Philipsburg, Centre County, Pa. at the Companies' Office or wherever he may be found. And that a bond in $500.00 be filed with sufficient security in the usual form before writ of injunction issue

By the Court
Cyrus Gordon P.J.

18 August 1900 Affidavit of Henry Schirm filed
18 " 1900 " " William Hunter filed
18 " 1900 Bond of Injunction in the sum of Five Hundred Dollars with L Milton Wilson. G W Dickey and A.D. Stewart as sureties filed and same day approved by the Court

Cyrus Gordon P.J.

18" August 1900 preliminary Injunction issued

And now 18" August 1900 I do return that I served the within Bill in Equity together with the order of the Court therein made of the time set for hearing on the preliminary injunction & notice to appear and answer. on the defendants the A & P. & R.R. Co & the P. J. E & E R.R. Co. which are corporations existing under the General Railroad Laws of Penna. and whose property lies wholly in Clearfield County Pa. upon J.O. Reed Genl Superintendant and Manager at his residence in Ramey Clearfield Co., Pa. neither the President or any director Secty. Treasurer or Chief Clerk residing in the County aforesaid nor any directors being found within the County. Services being made by giving to said J.O. Reed Supt. & Mgr. a correct copy of the within bill the order of the Court for preliminary injunction and the notice to appear &c.
I further return that Saml O. Langdon cannot be found in my bailiwick

So ans. D. D. Lingeny Shff.

(Continued to next page)

30" Aug 1900. By paper filed Frank Fielding Esq appears for defts

And now 18" August 1900 served the within writ of Injunction on J.O. Reed Superintendant and Manager of the A & P & R.R. Co and of the P. J. E & E R.R. Co. the same being Corporations organized under the General Railroad Laws of Penna. and the corporate property being situate wholly in Clearfield County Pa. The President Treasurer. Chief Clerk secretary not residing therein and none of the Directors or the President being found in the County, the service upon J.O. Reed Supt. & Manager being made at his residence in Ramey. I return the writ unserved as to Samuel O. Langdon the other defendant he not being found in my bailiwick. service made by reading to J.O. Reed

Continued from page 205.

L. Milton Wilson Mary C. Rowland vs A & P. C. R.R. Co O. J. E. & E. R.R. Co et al	supt. & individually by reading & making known the contents of this writ So ans D. D. Finigen Shff. Now 30 Aug. 1900 on application of Attorneys for Plaintiffs and at Plaintiffs cost. the hearing of this motion continued to a time to be hereafter fixed by the Court until which time the preliminary injunction herein before granted is continued, By the Court Cyrus Gordon P. J. 31 Aug 1900 By Appearance filed Harry Boulgin Esq appears for Defts d. b. c. 28" Sept 1900 Answer of Defts filed 6" Oct. 1900 Opinion and decree filed viz It is ordered adjudged and decreed that the injunction be and is hereby dissolved By the Court. Jno. C. Love P. J. 4th Dist Specially presiding

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Continued from Page 201

William Wingert

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L A Brady M Wilkie
C C Kirkman and
James E Long

Pro Surgery 46 30
Atty 3 00
Shf Smith 6 00
Bo Thompson 1 25
" " 1 25
" " 1.25
" " 1.75
" " 1.50
" " 50
" " 2,50
" " ,50
" " ,75
" " 60
" " 125
" " ,50
" " 2.50
" " 1 00
" " 1.50
" " 1.50
" " 1 60

Paid Pro Surgery May 1900 to Hugh McCullough Receiver
Paid Bo Thompson 60/100 dollars in full
Paid Sheriff Smith 6 00 in full

7th May 1900 Return of Sale by Hugh McCullough Receiver of a piece of land about ½ acre in Brookville Jefferson Co. Pa to John Beech filed

The petition of Hugh McCullough Receiver of said Bank respectfully represent: That pursuant to the order of your said Court of Janry. 28th 1896 he has since sold at private Sale the following described Real Estate situate in the Borough of Brookville County of Jefferson Pa: The undivided one-half of all that certain strip, piece, parcel or tract of land in Taylor & Longs addition to said Borough of Brookville. bounded and described as follows. Beginning at the abutment of Sandy Lick Creek, County Bridge Mayhoras dam: Thence in a North Easterly direction to mineral Street: Thence North 59° East along said Mineral Street to a post at the edge of said Creek at a point where the Southern boundary line (S. 31° E) of fifth Street if extended would cross said Creek: Thence in a South Westerly direction along the low water mark of said Creek. by its several courses and distances and by lands of Mayhon. heirs to the place of beginning containing one half acre more or less. This sale intending to grant and convey all your petitioners interest in land lying and being between the western end of line of lots No 202 to 221 and the water lines of Sandy Lick Creek: excepting and reserving, however therefrom 30 feet for a street, which street shall at all times be kept open. Being part of same premesis conveyed to Jas. E Long by Deed recorded in Jefferson Co in Deed Book 57 page 252 &c. and by Deed of Gourley Sheriff to said receiver recorded in Jefferson Co. in Deed Book 75 pages 99 &c. All for the consideration of one dollar already paid to your petitioner by John Beech the purchaser. Which sale so made & ask confirmed and satified as it is a reasonable and valuable adjustment of titles and for the best interest of the Bank of DuBois and all interested parties as your petitioner believes. and I further aver and say I have no personal interest direct or indirect in this sale or purchase. (signed by)

Hugh McCullough Rec.
on oath

Now 12th April 1900 the within sale is hereby notified and confirmed absolutely. according to the prayer of the petitioner and on the terms set forth in the within returns of Sale

By the Court
Cyrus Gordon P. J.

May 7th 1900 By paper filed Return of sale by Hugh McCullough Receiver of Bank of DuBois of his interest in a lot of land and outlots &c in the Boro. of Brookville Pa. to Edward A. Cannalt and Nathan L. Strong

Continued to next Page

To The Honorable Cyrus Gordon. Judge of said court
The petition of the said Hugh McCullough. Receiver of said Bank. respectfully represents that.

Pursuant to an order of your Court. of January 25" 1896. he has since sold at private sale, the following real estate in the Borough of Brookville. Jefferson County. Pennsylvania, viz;
The undivided one half of the following described land. Beginning at a Birch. southeast corner of warrant number three hundred and Ninety four (394); thence North Sixty five degrees West. One hundred and Ten perches to a post; thence West Ten perches to a hemlock; thence North 34° West 40 perches to a maple; thence North 27° East 10 perches to a hemlock; thence South Eighty degrees West 73 perches to a post; thence North, Twenty Three one Fourth degrees West 40 6/10 perches to a post; thence North 60° East 27 88/100 perches to a post. thence North 24½° West 9 feet to a post; thence North 60° East 10 24/100 perches to a post. thence North 21½° West 10 48/100 perches. crossing Sandy Lick Creek, to a post; thence North 66¾° East 35 2/10 perches. again crossing said Creek to a maple. thence North 53° East 24 perches again crossing said creek to a post; thence North 36° East 24 perches to a post; thence North 6½° East Thirty perches to a post; thence North 4° West 22 perches to a post thence South 80° East 20 perches crossing said Creek to a post; thence North 41° East 11 perches to a post; thence along Litch Bros. land. South 38 perches to a pine; thence South 73° East 75 perches to a sarvis berry; thence South 4° East 168 perches to the place of Beginning. containing 145 acres more or less. consisting in part of all those certain town lots, purparts and pieces or parcels of land designated and numbered in Taylor & Long's addition to the Borough of Brookville, as follows, to wit; town lots numbered 12, 13, 14, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 51, 52, 53, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 112, 113, 114, 115, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163 165, 167, 168, 169, 170, 171, 172, 174, 175, 178, 179, 180, 186, 192, 193, 194, 211, 238 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 256, 257, 258, 259, 274, 275, 278, 279, 280, 281, 282, 283, 284, 288, ½ of 289, 297, 298, 299, 300, 301, 302, 304, 305, 306, 307, 308, 309, 310,
Also that portion of purpart "C" lying North and East of the A.V. Railway Company's. Also that portion of purpart "G" lying North and East of the A.V. Railway Company's. Also all of purparts S. E. H. I. J. K. L. M. N. O. P. said purpart "2" containing about fifteen acres.
Also the undivided one fourth interest of purpart O and lots numbered 159, 261, and 303.

Also the undivided one fourth interest of in and to all that certain strip of land bounded on the North by right-of-way of the Allegheny Valley Railroad Company; on the East and West by Ira C. Fuller and on the South by Fuller Brothers and said Fuller. being about 17 feet wide and 900 feet long. containing 15.000 square ft more or less; excepting and reserving the right to remove the buildings now erected on said strip of land within one year from this date.
Also all the right, title, interest, and claim in and to the lands, ways, Waters, privileges and appurtenances herein not specifically

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Continued from page 209

referred to and designated as lots and purparts in above general boundary.
Also all lots numbered 116, 117, 118. 119. 120, 121, 122, 123, 124, and part of 164 North of land granted to the A.V. Railway Company, and purparts A and B. and that portion of purparts C. F. and G. West of the A. V. Company's land, known as the "Y" with the right to fully have and to hold all the reversionary interest and title now vested in the said Hugh McCullough. Receiver, and that may hereafter vest and revert to him in the above described lands, in case the said Levi Heidrick, his successors, heirs and assigns, shall not fully keep and perform the covenants, promises, agreed to be kept and performed by him, as contained and fully set forth in a certain deed and conditional conveyance, made by Hugh McCullough, Receiver of the Bank of DuBois, and James E. Long, to said Levi Heidrick, his heirs and assigns, bearing date the first day of October A. D., 1898 not yet recorded.
And the purchasers shall have the full right of action to compel and exact the full and complete performance of the promises, covenants, undertakings and conditions therein contained And also all my right, title and interest, at present or in expectancy, of and to the covenants, promises and undertakings, held by me, by the terms and conditions of said grant to said Levi Heidrick, with a full right of action in law or equity to compel and exact the full performance thereof as fully and of the same effect as the same is now vested in me by the terms of said grant. And in case the said Heidrick, his heirs or assigns, should hereafter elect to pay the sum of Five Hundred Dollars, and by one of the terms of said conveyance vest the title to said land in him and his heirs absolutely, said sum shall belong to, be owned by and be paid to the purchasers, and the lien mentioned in said deed, shall be owned controlled and held by the purchasers with the full right of action at law or equity, to fully enforce and satisfy the same with the same effect that I might or could do and in case of forfeiture of the rights granted to said Heidrick, then and in that case, the whole title granted by said deed of conveyance, shall be vested in and become the absolute property, in fee simple, of the purchasers with the same force and effect as if the whole title had been conveyed direct to the purchasers. I have sold and granted to the purchasers herein named, all the various sums of money that have accrued, or may hereafter accrue to me, by reason of the Pittsburg, Shawmut and Northern Railroad Company having located its lines of railroad, on, over and across said land included in the above general boundary; and whatever land is taken and occupied by said rail road company, shall be deemed and considered a part of the lands herein granted and conveyed, and that all damages, rights of action and compensation arising from the construction of said railroad, and the occupation of any of said land, by tracts or rights of way and for other purposes, shall belong to, and by these presents, are for the consideration above named, sold to the purchasers herein

Continued to next Page

stated. And I have also sold and conveyed to the same parties, all my interest in a right of way, one hundred feet wide beginning at a point on the A. V. Railroad Company's right of way and extending in a southerly direction, through, on, over, upon, and across, a certain eight acre tract as described in deed, recorded in Jefferson County, Penna. in Deed Book No 43 Page 139: and further all and every sum or sums of money that have accrued or may hereafter accrue to me, by reason of the Pittsburg, Shawmut and Northern Rail road Company having located or constructed its line of railroad over said tract of land, as damages of action or compensation arising from said location, construction and occupation of said lands, for tracts, right of way and land taken and occupied for other purposes, shall belong to and are hereby transferred, set over and assigned to the purchasers.

All for the consideration of Twenty five hundred dollars, in cash to be paid by Edward A. Cannalt and Nathan L. Strong the purchasers of the Borough of Brookville Pa. Which sale so made, I pray may be confirmed and ratified. I believe the sale so made is a reasonable and fair price for the premises described herein, and for the best interest of the Bank of DuBois and all parties interested. and I further aver and say, that I have no interest, personal interest, either direct or indirect, in this sale or purchase.

——— Decree ———.

Now 12th April 1900 the within sale is hereby ratified and confirmed absolutely according to the prayer of the petitioner and the terms set forth in the within return of sale. And upon due consideration by the Court of all the facts and circumstances it is further adjudged and decreed that the sale so made, be and remain firm and stable forever, and the said Hugh McCullough, Receiver of the Bank of DuBois, is hereby authorized, empowered, and directed to make execute and deliver a good and sufficient deed to the purchasers for the land lots, premises, rights of action, reversionary interests and appurtenances in return of sale fully set forth, and unite with James E. Long the joint owner of said premises, in the execution and delivery of said deed for the premises and appurtenances therein and herein bounded and described.

By the Court
Cyrus Gordon P.J.

6th Oct. 1900 Petition filed

Now 8th April 1895 the within petition read and considered and the Court being satisfied that the compromise and settlement agreed to be made between A. Loeb and the Bank of DuBois with the approval of the Committee for Creditors is just and fair and that it is to the interest of the Bank that the same be carried into execution by the Receiver, the same is hereby approved, and it is ordered and directed, that the Receiver be and is hereby authorized to carry the same into execution; and upon compliance by said A. Loeb of the terms thereof on his part, to surrender to said Loeb the notes and other assets agreed thereby to be cancelled and surrendered to him.

By the Court
Cyrus Gordon P.J.

(Continued to Page 226)

C. C. Haley et al vs Canman Mfg Co	Continued from page 195 Served upon The Canman Manufacturing Co. by giving to D.W. Anderson, President & Superintendant of said Company July 23. 1900 and Jas. E. Kirk Secretary of said Company. July 24. 1900 and upon D.W. Anderson July 23. 1900. by giving to each a true and attested Copy of the Original Rule and by making known to each the contents thereof So does D.D. Gregory Shf. Served upon The Canman Manufacturing Company by serving D.W. Anderson President & Supt. of said Company. July 23. 1900 and Jas. E Kirk Secretary of said Company. July 24. 1900 and upon D.W. Anderson July 23. 1900 by giving to each a true and attested Copy of the original Writ of Injunction and by making contents thereof known to each of them So does D.D. Gregory Shf. 3 Oct 1900 Rule granted on Plf and Defts to show cause why name of G B Cabry should not be stricken from Record Ret ppt Agt Court. By the Court. 3 Oct. Service accepted and issue waived by Atty's for Plf and Defts. On Agt List 6" Oct. 1900 Answer of D.W. Anderson filed Dec 27. 1900 G B Cabry by Atty enters rule to take Dep oc June 29 " G B Cabry by Atty enters rule to take Dep. May 19. 1902. Opinion and decree filed - viz Rule discharged and exception noted for petitioner By the Court.
Fi Fa for costs * 14 Dec T 1904	

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December Term 1900

Nov 2d	Philip Dotts		8 Sept. 1900 Bill in Equity filed praying the Court
	/		
Fielding	A. C. Hopkins		
	Rec Thompson	2.50	
	Atty (Rec'd K.K. 26/1901)	25.00	
	Geo Thompson	.50	
	Shff Gingery D&G 1/26/1901	2.50	
	Geo Thompson	.25	
	"	.25	
	"	.50	
		.50	
		1.50	
		.25	

Now 26 Jany 1901 received of K & L Eight & 75/100 dollars above costs less atty

Frank Fielding for Thompson

This proceeding discontinued
Krebs & Livingood
Attys. for Pltff

First. That a decree be entered ordering that the contract of 13th of July 1899 be specifically performed on the part of the Respondant and that he pay to your Orator the following amounts of money namely:
Amount due the 5th of September 1899. $3000.00
Interest from the 5th of September 1899 to date of Decree
Amount due the 5th of May. 1900 $5000.00
With interest at 4 per cent. from the 13th of July 1899. and with interest from the date on the same at 6 per cent. until entry of decree
Amount due on the 5th of July 1900 $5.305.00
with interest from the 13th of July 1900 at 4 per cent. and interest upon this amount from the 5th of July 1899 to July 1900, entry of decree at 6 per cent
Second. That the Respondant be further ordered and decreed to specifically perform the covenants and agreements by him to be kept done and performed under the terms of the written agreement of the 13th of July 1899. and to pay to your Orator the moneys that are due and owing to him thereby and thereunder.
Third. That an order be made for the service of the bill on Defendant, it appearing that he is a non resident of the County, but a resident of the State, at his place of business or dwelling in Lock Haven Pa., or elsewhere
Fourth, That your honorable Court will make and enter such other and further decree in this behalf as to your honorable Court may seem meet and that justice and equity may require

Krebs & Livingood
Attys for Pltff.

Plaintiff files usual notice to the Defendant that if he fail to enter an appearance within 15 days or file an answer, he be liable to have the Bill taken Pro. confesso and a decree made against him in his absence
And now 7th. Sept 1900 it is ordered and decreed that service of this Bill in Equity be made upon the Defendant at his residence or place of business in the City of Lock Haven Clinton County Penn. or elsewhere within the State of Pennsylvania. By the Court
Cyrus Gordon P.J.

Sept 26 1900 This Bill in Equity returned service accepted for deft. by Frank Fielding Esq Atty for Defts.
Sworn & D Gingery Shff.
Oct 8th 1900 By paper filed Frank Fielding Esq enters his appearance for deft.
Oct. 8th 1900 By paper filed the time of filing plea demurrer or answer by the deft. is extended until 25th Oct. 1900 by agreement.
7 Nov. 1900 Answer of Defendant filed
12 " " Replication filed by Plfs. Atty
15 " " Printed answer filed with service accepted by Plfs Attys

Continued from Page 214

And Now 19th Nov. 1900 It is ordered that the above cause in Equity be set for trial on the second Monday the 14" day of January 1901 at 10. o'clock A.M. and from day to day until completed.

By the Court
Lyons Gordon C.J.

December T. 1900

C and M. Theobe J. Rushlander 10th Oct. 1900 Bill in Equity filed praying the Court

10 Oct. 2

Clearfield County with notice to W. C. Davis. C. A. Cole and H. J. Deem Commissioners

First. That the deed from the Treasurer of Clearfield County be decreed to be surrendered and cancelled, and said sale be set aside.
Second. General relief
Third. That defendant pay the costs

Cole and Moore.
Attorneys for Plaintiff

Plaintiff files usual notice to the Defendant that if he fail to enter an appearance within 15 days or file an answer he be liable to have the Bill taken Pro-Confesso and a decree made against him in his absence

Now 10th Oct. 1900 I accept service of this Bill for Clearfield County.

W. C. Miller
County Solicitor

Now Oct 31st 1900 On motion of Pltfs Atty. A decree pro confesso is entered in above stated case for want of an appearance or answer within 15 days after service as per Rule of Equity Court, as per motion filed

Decree Pro Confesso
Grant H Thompson Prothy.

Nov. 12. 1900 Decree filed as follows: to wit;
And Now 31st Oct. 1900 this cause came on to be heard on Bill and Decree pro-confesso and it was argued by council. thereupon, upon consideration thereof it is ordered adjudged and decreed.

1st. That the deed from the Treasurer of Clearfield County to the County of Clearfield for the land in controversy be forthwith surrendered up and cancelled and the said sale is set aside and it is further decreed that the County of Clearfield took no title to the premises by virtue of said sale.

2nd. That said County of Clearfield from henceforth do cease and desist from making or setting up any claim or title whatsoever under and by virtue of the Treasurers sale and deed in pursuance thereof. the costs to be paid by the defendant.

By the Court
Jno. G. Love P.J. 49th dist.
Specially presiding

20 Nov. 1900 Certificate issued to C and M. attys.

C. Thompson By atty. 2.00
Atty. A. T. Cole 3.00
By Thompson .50
" " 1.25
" " 1.75

Now 10 Dec 1900 received of C & M Two 00/100 dollars in full of all costs in above case
A. T. Cole 2.50 in cash
Grant H. Thompson
Proth.

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December Term 1900

Mitchell | Curtis Graham 3rd & Rebecca Graham his wife in right of Rebecca Graham | 20th Oct. 1900 Bill in Equity filed praying the Court.

20 Oct. | 3 | First: That the said Rebecca Maines specifically performe the said contract. and that by good and sufficient deed. said Rebecca Maines convey and assigne the said premesis and every part thereof. with marketable title, and free of all encumbrances to the said Rebecca Graham in fee simple. that the said Rebecca Maines legally sign, seal. acknowledge. and deliver the said deed to the said Rebecca Graham. in the proper legal form. as she agreed to do in and by the said contract.

Rebecca Maines

Pro Thompson By Atty 2.00
Sh'f. Gingery. Fd. D.D.3, p.W, 5.00
Pro Thompson .50
" " .50
" " 1.25
" " 1.50
" " 1.00
Atty 3.00
2.75

Second. That the complainants be granted. such further and other equitable relief as may to the Court seem meet.

Oscar Mitchell
Solicitor for Plaintiff

Now 5 July 1902 Name of Curtis Graham 2nd of Dallas on above Case to Grant N. Thompson Esq Clerk

Plaintiff files usual notice to Defendant that if she fail to enter an appearance within 15 days. or file an answer. she be liable to have the Bill taken Pro. Confesso and a decree made against her in her absence

23 Oct. 1900 Served this Bill. order of Court and notice to defendant to appear. by giving to the defendant a true and attested copy of the original and by making contents thereof known to her

(Jan 2. 1901 Aff of Sh'ff as to Service filed) D.D. Gingery Sh'f.

Now Jan 2. 1901. By paper filed on motion of Plaintiffs Atty. the bill in above case is entered pro confesso as to defendant.

Grant N. Thompson Pro.

15 Jany. 1901 Petition to ammend Bill filed as follows. the first course and distance describing the land which is printed as follows:- Thence South by land of J. Krebs 75° and 15' East 123 feet to a post" that in the manuscript bill it was "Thence South by land of J. Krebs 75° and 15' east 1023 feet to a post, as shown by the draft. 15 Jany. 1901 it is ordered that the amendment suggested above be made so that. that part of said paragraph be as follows:- Thence South by land of J. Krebs 75 degrees and 15 minute east 1028 feet to a post" and said amendment is so ordered.

By the Court
Cyrus Gordon P.J.

21st Feby. 1901 Decree filed

And Now 20th Feby. 1901. This cause came on to be heard. and was argued by the counsel for the plaintiffs, a decree pro. confesso having been entered and thereupon, upon consideration thereof, it is ordered adjudged and decreed as follows:- That it appearing that the facts in this case are sufficient in equity to sustain a decree for specific performance of the contract

attached to the bill in this case and made part thereof. and no sufficient cause having been shown to the contrary. this Court therefore decree the specific performance of said contract, and that by good and sufficient deed, the said Rebecca Maines the respondant convey and assure the said premesis, situated in Bradford Twp. Clearfield County, and State of Pennsylvania, bounded and described as follows:- Beginning at a post corner of four acre strip of land reserved in the agreement between Rebecca Maines and Rebecca Graham: Thence South by land of J. Krebs 75 degrees and fifteen minutes East 1023 feet to post: Thence by lands of J. D. Maines estate South 14 degrees and fifteen minutes West 1215 feet to a post; thence by land of John Woolridge estate, North 75 degrees and 45 minutes West 1023 feet to a post. being another corner of said four acre strip. so reserved, and thence by same North 14 degrees and 15 minutes West 1223 to a post. the place of beginning. containing 28 acres and 6/100 acres, and every part thereof and free of all encumbrances, to the said Rebecca Graham in fee simple, and the said Rebecca Maines legally sign. seal. acknowledge, and deliver the said deed to said Rebecca Graham. in proper legal form. as she agree to do in and by said contract.

By the court
Lyons Gordon P.J.

December T. 1900

K[no]d L.	William Kebbassa		20th Nov. 1900 Bill in Equity filed praying the Court
Nov 20	"		First:- That the defendant, Adam Moyer, may be decreed specifically to perform the above mentioned parol agreement, and to execute and deliver to the plaintiff William Kebbassa, a warranty deed for the premesis in Morris Township Clearfield County Pennsylvania described in the first paragraph of this Bill.
	Adam Moyer		
	Pro Thompson	2.50	
	Atty		
	Pro Thompson	.50	Second:- That the Defendant, Adam Moyer, be decreed to render an account of the rents and profits derived by him from the occupancy of the said premesis and the conversion to his use of the crops thereon grown, and from the use and occupation of the premesis since the 1st day of April A.D. 1900
	" "	.50	
	" "	.50	
	" "	.50	
	"	2.50	
		50	Third:- That an order be made for the service of this Bill, on the defendant Adam Moyer, it appearing that he is a non-resident of Clearfield county, but a resident of Pennsylvania, at his place of business or dwelling-house in the borough of Philipsburg. Centre County Pennsylvania.
		2 50	
		1 00	
Pd Sheriff 19 Sept 1904 of K to L my cost			Fourth:- That the plaintiff may have such other and further relief as the nature of the case may require.
Pro Thompson			
Costs			Plaintiff files usual notice to Defendant that if he fail to enter an appearance within 15 days or file an answer, he be liable to have the Bill taken Pro-confesso and a decree made against him in his absence.
			We certify that in our opinion there is no sufficient and adequate remedy at law and that equity has jurisdiction. We further certify that by reason of poverty William Kebbassa, the Plaintiff, is unable to pay for the printing of this Bill.
			Krebs and Livinght Solicitors for Plaintiff
			And Now 20 Nov. 1900 it is ordered and decreed that service of this Bill in Equity be made upon the defendant at his residence or place of business in the borough of Philipsburg, Centre County, Pennsylvania, or elsewhere in the state of Pennsylvania.
			By the Court Cyrus Gordon P.J.
			Now 21 November A.D. 1900 I accept service of this bill in Equity for Adam Moyer. Singleton Bell Solicitor for Deft.
			1 Dec 1900 By paper filed James Noland and Singleton Bell appear for Defts.
			1 Dec. 1900. Answer filed
			Jan 16 1901 Replication filed
			July 8. 1902 On trial list & settled,

Apr 6 "1904 Petition filed and leave granted to rescind the agreement of settlement and the entry upon the records made thereon settlement is vacated and this cause is restated on the original pleadings By the Court

June 16 "1904 Replication filed

July 1904 Original list 3rd settled. see settlement filed

And now 29th August 1904 the above cause being called for trial, and parties by counsel appearing in Court. and having agreed upon the form of a decree it is accordingly adjudged ordered and decreed as follows.

1st. That the defendant do specifically perform his contract with the plaintiff for the sale and conveyance of the four acres of land net measure. conveyed by said verbal contract and evidence by the receipts for the purchase money paid and as described in the deed. and that upon payment of the balance of said purchase money. viz: the sum of twenty five ($25.00) to the defendant or his Attorneys, that the defendant. execute the same and file with the Prothonotary within 20 days.

2nd It is further adjudged ordered and decreed that the plaintiff pay to the defendant or his Attorney of record the sum of one hundred and twenty two 56/100 Dollars in full of Defendant claim for timber furnished as claimed by defendant. That the plaintiff pay said sum within 20 days. or in default thereof judgment be entered in favor of the Defendant and against plaintiff for said sum.

3rd That plaintiff pay the record costs. legally taxable, neither party to file bill for printing. witnesses or Docket Atty fee. or other costs.

4th after. filing receipt of Deft. Atty. for the above stated sum and payment of Record costs, Prothy to deliver the Deed filed. By the Court

Allison O. Smith P.J.

Now 17th Sept A.D 1904. Rec'd of William Kellerson. one hundred and forty seven & 57/xx Dollars in full of amount payable to me under the decree herein made

Adam Moyer
by his attys
Bell & Hartsuch

December Term 1900

S. & S.	The Fidelity & Deposit Company of Maryland a corporation.		23 Nov. 1900 Bill in Equity filed praying the Court.
23 Nov.	5		First:- That an injunction may issue preliminary now and perpetual hereafter, restraining the said Henry Salada from collecting any sum or sums upon the said Tax Duplicates of Sandy Township for the years 1898 and 1899.
	Henry Salada		Second:- That said Henry Salada be required to forthwith turn over to a suitable person to be appointed by your Honorable Court, the said Duplicates of
Cro	Thompson (chg with)	2.50	Taxes of Sandy Township for the said years of 1898
Atty.			and 1899, that the same may be collected for
Cro	Thompson	.50	the benefit of the several funds to which they
"	"	.50	respectively belong, and in the relief of your
"	"	1.00	Orator as Surety upon the Bonds of the said
"	"	.50	Tax Collector.
"	"	1.00	Third:- That the said Henry Salada be required
"	" Dup.	2.00	to forthwith pay over to the Treasurer of Clearfield
"	" Rule	.60	County, the District Treasurer of Sandy Township,
	Sgt. List	1.50	and the Supervisors of Sandy Township, the several
Shf	Grigery Pa.D.D.&S.	6.00	sums of money in the hands of the said Henry
"	" Pa.D.D.&S.	2.50	Salada or collected by him on account of the
Pro	Thompson	50	several taxes due to the County of Clearfield, the
"		50	Clearfield County Poor District, the School District
Received 20 June 1900 of Plaintiff Twenty & 00/100 dollars Cost & Thompson			of Sandy Township, and the Supervisors of Sandy Township.
			Fourth:- That the said Henry Salada may be com-
			manded to surrender up to some person to be
			appointed by your Honorable Court all the books
			and papers appertaining to the office of Tax Collector
			of Sandy Township, for the said years of 1898 and 1899.
			Fifth:- That your Orator may have such other and
			further relief as under the circumstances and
			facts hereinbefore set forth may to your Honorable
			Court seem proper in the premises.
			Swoope and Patton
			Solicitors for Complaintant

Plaintiff files their usual notice to the Defendant that if he fail to enter an appearance within 15 days or file an answer he be liable to have the Bill taken pro. confesso and a decree made against him in his absence

Now, to wit, the 23rd day of November, A.D. 1900 the foregoing Bill and accompaning Affidavits presented and read, and upon due consideration of the same, it is ordered and decreed that an injunction preliminary now and perpetual hereafter issue restraining the said Defendant, Henry Salada, from collecting any further sums or sums upon the said tax duplicates of Sandy Township for the years 1898 and 1899, said injunction not to issue however until Deponent or someone for it, execute and file an injunction Bond in the usual form in the sum of Two Hundred ($200.00) Dollars, with surety to be approved by the Court, said Injunction however to be taken as dissolved unless a motion to continue the same be made before us on the 1st Monday of Dec. next at 10

Continued to next Page

Oclock A.M. of said date. And it is further ordered that a Rule be and the same is hereby granted upon the said Henry Salada to show cause why a suitable person should not be appointed by the Court as Receiver to take charge of said duplicates of taxes of Sandy Township for the said years of 1898 and 1899, and collect the same for the benefit of the several funds to which taxes respectively belong, and in relief of the said Plaintiff in the foregoing Bill in Equity. said rule returnable on the 1st. Monday of December 1900, at 10 O. clock A.M. By the Court

Cyrus Gordon P.J.

Nov 23, 1900 Affidavit of Roland D. Swoope filed
Nov. 23. 1900 " of H.H. Stryker filed
Nov. 23, 1900 Bond of Injunction in the sum of Two Hundred Dollars filed with Fidelity & Deposit Company of Maryland and Roland D. Swoope as sureties.
24. Nov. 1900 Bond approved. By the Court

Cyrus Gordon P.J.

24 Nov. 1900 Preliminary Injunction issued
24 " 1900 Rule " on Henry Salada to show cause why a suitable person should not be appointed by the Court as Receiver to take charge of said duplicates of taxes of Sandy Township for the years 1898 and 1899 and collect the same for the benefit of the several funds to which taxes respectively belong and in relief of the said Plaintiff in the foregoing Bill in Equity. Said Rule returnable on the 1st Monday of Dec. 1900 at 10 O. clock A.M.
On Argt List
Now 26 Nov. 1900 Served upon defendant Henry Salada by giving him a true and attested copy of the original injunction and by making contents thereof known to him. So ans

D.D. Gingery Shf.

26 Nov. 1900 Served on Henry Salada by giving him a true and attested copy of the original Rule and by making contents thereof known to him. so ans

D.D. Gingery Shf.

see endorsement on bill
" Dec 3" 1900 Printing of bill waived type written copy to be served in Defts Atty within 10 days " W. Clenz Atty for Deft."

17 Dec 1900 Defendants answer filed

February 1. 1901

Swoope & Patton

William J. Jackson
3007 Guilford Ave

Jany. 16". 1901 Bill in Equity filed praying the Court.

1

Michael Burns and
James A. Gleason
and the
Grampian Coal
Mining Company
Limited

First.— That the said partnership association. known as the Grampian Coal Mining Company. Ltd. shall be declared dissolved.
Second— That a Receiver may be appointed to settle up the business of said Grampian Coal Mining Company Limited.
Third.— That the said Burns and Gleason be compelled to account to your Orator for your Orators share in the profits of the said Grampian Coal Mining Company Limited
Fourth.— That the said Defendants. Michael Burns and James A. Gleason. may be ordered and decreed to pay to your Orator such sums as your Honorable Court may find to be just, right and equitable under the evidence, as damages for the loss and injury suffered by your Orator by the illegal and unjust conduct of said Defendants
Fifth.— That your Orator may have such other relief as to your Honorable Court may seem meet in the premesis.
And your Orator will ever pray. etc

Swoope & Patton
Solicitors for Complaintant

Now Jany. 7. 1901 we hereby certify that in our opinion the Complaintaint has no adequate remedy at law.

Swoope & Patton
Solicitors for Complaintant

Plaintiff files his usual notice to the Defendants that if they fail to enter an appearance within 15 days or file an answer. they be liable to have the Bill taken pro. confesso and a decree made against them in their absence
Now Jany. 14" 1901 Service accepted for defendants

Patterson & Gleason
attys

Pro Thompson Clk	Byatty	2.50
Atty		16.00
Pro Thompson		.50
"	"	50
"	"	25
"	"	1,50
"	"	1.50
		25

Jany 25" 1901. Answer of Defendants filed
Feby. 26 " Exceptns to Defts. Answer filed
On Argt. List
7. Oct. 1901. Exceptns sustained and Defts directed to print answer
By the Court.

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Continued from Page 211

Wm Wingert

vs

J. E. Long et al

(Costs taxed to page 208)

No 2 May T. 1895

Pro R. Thompson		1.00
"	acct.	5.00
"		2.00

4th March 1901 Petition and order to settle case of Hugh McCullough Receiver vs Mary J. Fuller Extx to No 70 May Term. 1900

Now March 4th 1901 after reading and considering the foregoing petition the said Hugh McCullough Receiver of the Bank of DuBois is hereby authorized and directed to settle the said case vs Mary J. Fuller Extx of Sidney Fuller to No 70 May Term 1900 upon payment to him of Seventeen hundred and fifty dollars and costs as prayed for in foregoing petition. By the Court

Cyrus Gordon P.J.

July 23rd 1901. Petition of N. I. Steele for satisfaction of mortgage and reassignment of judgt to petitioner

May 2nd 1901. Petition presented and rule granted on Hugh McCullough Rec to show cause why prayer of petitioner should not be granted. By the Court.

May 9th 1901 By paper filed it is admitted that the statements of petition are true, and no objection entered to Rule being made absolute. Hugh McCullough Rec.

May 9th 1901. In view of foregoing admission the Rule is made absolute and Hugh McCullough Rec &c is authorized to satisfy said described mortgage and re assign said judgments to N. I Steele By the Court

9 May 1902 Report and Return of sale of Real Estate situated in Knox Township, Jefferson County, by Hugh McCullough Receiver filed as follows, to wit All those certain pieces, parcels or tracts of land, situate, lying and being in the township of Knox, County of Jefferson and State of Pennsylvania, bounded and described as follows, to wit: Beginning at a pine stump on the North side of the Hunter road at Southeast corner of lands of D. Allhouse; thence South thirty four degrees West by lands of Samuel Hunter 101.66/100 perches to white pine; thence North 89° 22' E. by said land 54.54/100 perches to a post; thence S 53° 26' W 121.8/10 perches by lands of Jacob Thompson to Hemlock Stump; thence W. by lands of George Bonnett 56.5/10 perches to center of Five Mile Run; thence N. 2° 30' E. down the center of Five Mile Run 9.57/100 perches; thence N. 53° 30' W. 11.75/100 perches; thence N 10° E. 8.18/100 perches. thence North 59° 45' W. 7.87/100 perches: thence N. 42° 30' W 17.57/100 perches; thence N. 20° 40' W. 19.56/100 perches. thence N. 1° 30' E. by lands of A. J. Smathers deceased. 67.15/100 perches; thence N 68° and 30' E 16.26/100 perches. thence N 26° 35' E 7.6/10 perches N. 70° 30' E 11.5/10 perches; thence N. 9° W 17 perches; thence N 41° 30' E 7.57/100 perches: thence N. 82° 53' E 23.17/100 perches Thence North 54° and 30' E 12 perches: thence N. 14° 20' W. 3.35/100 perches to center of Bridge crossing Five Mile Run: thence N. 78° E. by lands of D. Allhouse and Hunter road 13.24/100 perches; thence E. by said lands and road 8 perches: thence South 66° E 22.42/100 perches, thence E. 28 perches to the place of beginning containing 136 acres and 124 perches more or less, being lot No. 1 as surveyed by Eli Coulter in 1895 and part of original lots No. 21 and 22 out of warrants 3967 and 3968.

Second: Beginning at a post at corner of lands of S. Delp and William Miller; thence South 89° 30' West by lands of said Miller 105.33/100 perches: thence West by lands of D. Allhouse 52.9/100 perches to center of Five Mile Run. thence down said Run by lands of D. Allhouse, C. Allhouse, Osborn tract, D. McBrier, Frank Johns, A. E. Plyler, Charles Bridge, Joseph Yeomans, all on west bank of said Five Mile Run. a distance of 670.54/100 perches to a post on land of said Yeomans at the most Northern point of lot No. 5; thence S. 27° 30' E about 10 perches to centre of Five Mile Run Road and Western point of lands of John Davis; thence S 27° 27' E by lands of said Davis 34.34/100 perches to a post; thence North 63° E by said land 1 perch; thence S 28° E. by said Davis 50.9/10 perches to lands of T. S. Hall; thence S 62° W 2.5/10 perches: thence S 9° 27' West by lands of said Hall 130 6/10 perches to a Chestnut corner and lands of G. W. Richards. thence South by lands of said Richards and

P.M. Wadding and S. Delp, 289. 0/100 perches to the place of beginning, being a continuous boundary of lots No. 2, 3rd & 4 as surveyed by Eli Coulter in 1895 and being part of original lot No. 9 out of Warrant 3966. and lot No. 5 as surveyed by Eli Coulter in 1895 and being part of original lot No. 5 and 6 out of Warrant No. 3965 and containing 278 acres and 131. 9/10 perches more or less.

Third; Beginning at a post on line of lands of Centner in Swamp run; thence South 89° E by lands of Shaffer 62 perches to a post. thence South 1° E 63 per. to a post at corner of lands John Hall; thence S. 89° W by said Hall 39 perches to corner of lands of Jerry Johns; thence N. 44½° W. by said land 28. 1/100 perches to lands of Miller; thence N. 35° 30' E. by said lands 3. 06/100 perches to lands of J. Yeomans; thence N. 26° by said land 12. 3/10 perches to Swamp run corner of Fritz lot. thence N. 79½° E. 22. 6/10 perches to centre of Swamp Run road; thence N. 44° W. by said land 21 perches; thence W. 9 perches to Swamp Run; thence W. 9. 5/10 perches to lands of Centner; thence N. 6½° E. by said lands 11. 8/10 per. to the place of beginning. Containing 20 acres and 25 perches more or less and being a part of lot No. 6 as surveyed by Eli Coulter in 1895 and being a part of original lot No. 5.

Fourth; Beginning at a rock in Swamp Run: thence S 15° W. 63. 69/100 perches to a post on line of lands of D. Burns; thence by lands of said Burns S. 89° 45' West 103. 72/100 perches to a post on line of lands of Mrs Sophia Taylor; thence by said land and lands of John Hall North 1° W. 64. 02/100 perches to a post: thence S. 89° 35' E. 105. 4/10 perches to the place of beginning, containing 41 acres and 105 4/10 perches more or less. being lot No. 7 as surveyed by Eli Coulter in 1895. All of the above being a part of the same premises, granted and conveyed by David C. Comley, High Sheriff of Jefferson County, to Hugh McCullough Receiver of the Bank of D'Boise, by deed dated the 6th day of September A.D. 1895 and recorded in said County in deed book No. 75 page 99: this deed intending to convey to the parties of the second part all the lands, waters, rights and privileges not heretofore sold and conveyed, held by the party of the first part by virtue of above recited deed which sale so made, I pray may be confirmed and ratified. I believe the sale so made is a reasonable and fair price for the premises herein described, and for the best interest of the Bank of D'Boise and all interested parties. And I further over and say that I have no interest, personal or otherwise, direct or indirect, in this sale or purchase.

$2000.00 purchase price

Hugh McCullough
Receiver of the Bank of D'Boise

Decree.

And now, 9 May A.D. 1902, the within sale is hereby ratified and confirmed absolutely according to the prayer of the petitioner, and on the terms set forth in the within return of sale. and upon due consideration by the Court of all the facts and circumstances it is further ordered, adjudged and decreed that the sale so made be and remain firm and stable forever to Sylvester Truman, the purchaser, his heirs and assigns. And the said Hugh McCullough, Receiver of the Bank of D'Boise, is hereby authorized, empowered and directed to make, execute and deliver a good and sufficient deed to the purchaser for the land and premises herein described. with the appurtenances.

By the Court
Cyrus Gordon P.J.

12th Aug. 1903 By paper filed

13 day of July, A.D. 1903. the foregoing petition read, and thereupon it is ordered, directed and decreed that Hugh McCullough, Receiver of the Bank of D'Boise pay to said C.R. Fowler the petitioner, the same dividend upon the said sum of Two Hundred Dollars ($200.00) as has been paid to other creditors; and that the said Receiver pay to said C.R. Fowler his pro-rata share of all dividends hereafter on the said claim of Two hundred dollars ($200.00)

By the Court
Cyrus Gordon P.J.

May 4th 1904 Petition of Hugh McCullough Receiver filed to sell 37½ shares of stock to the East Side Company, Limited, of Boise City, Idaho. at $15.00 per share

Now May 4th 1904 this petition being presented, thereupon leave is granted to the Receiver Hugh McCullough to receipt dividend of 15 per cent on the 37½ shares of Stock in East Side Company Limited of Boise City Idaho and surender Certificate of said stock as prayed for in within petition.

By the Court
Allison O. Smith P.J.

Continued to page 229

May T. 1901

Bentz — J.T. Kuntz Exec of Andrew Bentz Sr. Deceased — March 11 1901 Bill in Equity filed praying the Court

Mar. 11 — 1

1st To order and decree that said J.L. Bond accept the deed for the coal hereinbefore described and mentioned. and tendered as aforesaid on the 28th day of December. 1899.

J.L. Bond

2nd That said J.L. Bond be ordered and directed to pay to your Orator the sum of Fifty Dollars per acre for Ten and 13/100 acres of land the amount of purchase money set forth in said Article of Agreement with interest thereon from such dates as your Honor the Court may determine.

3rd That said J.L. Bond be required to pay the costs of this proceeding.

4th Such other and further equitable relief as your Orator may be entitled to.

And he will ever pray &c

Pro Thompson 2.50 Atty.
Ord Thompson .50
" .50
.50
.60

Plaintiff files his usual notice to the Defendant that if he fail to enter an appearance within 15 days or file an answer he be liable to the Bill taken pro. confesso and a decree made ~~against him~~ in his absence

Now March 9. 1901 I hereby accept service for J.L. Bond the within named defendant

G.A. Lukehart.
Atty. for Defendant.

Now 9th of March. 1901 it is agreed between counsel for Plaintiff and Defendant that type written copies of bill and answer may be submitted and printing of Bill and answer is hereby waived.

W.C. Bentz
Solicitor for Kuntz Exr.
G.A. Lukehart
Solicitor for Defendant.

May 19th 1902 Plffs by Atty enters a rule on deft. to file an answer and plea in above case as per paper filed. Rule issued

May 19. 1902 Service accepted by G.A. Lukehart. Esq as per endorsement on rule.

Dec. 29th 1902 Deft. answer filed

Jan 5. 1903. By paper filed Statute of Limitations plead by Deft.

" " Replication filed

Nov 28 May 1903 Rec'd of W.C. Bentz Exr. $5.00 Clerks Fees in full to date Thompson Atty

Continued from page 227

Sept. 8. 1905 Return of Sale filed of Hugh McCullough Receiver of a certain piece of land described below for the sum of Sixty Dollars to A. F. Stevenson.
All those certain lots or pieces of ground designated as lots Nos. 124. 125. 126. 127. 333. 334. 351. 352. and 354. on the recooded plan of the town of West Folsom. in the township of Ridley. County of Delaware. in the State of Penna. and being the same premises conveyed to said Hugh McCullough Receiver. by deeds respectively. of Peter S. Weber et ux and M. N. Wise et ux. recorded in the Recorder's office in said Delaware County. in Deed Book "Y" Volumn 8. page 4 and in Deed Book A. No. 9 page 538.

Order of Court Confirming Sale

and now. September 5. 1905 the foregoing return having been presented and read. the Court ratifies and confirms the sale made as therein set forth. and decree that the same be and remain confirmed and stable forever. And the said Court further orders and authorizes the said Hugh McCullough. Receiver, to convey to said A. F. Stevenson by deed. the real Estate above described. to him and his heirs and assigns forever. By the Court

Allison O. Smith P.J.

Mch 25" 1906 Final account of Hugh McCullough filed
Continued until Monday May 14" 1906
May 14" 1906 Continued N. S.

By the Court
Allison O Smith PJ

May 19th 1906 Confirmed Absolutely
Roll B Thompson
Pro

Fr Just Ws Final account of Hugh McCullough See Auditors Report Docket No 2 Page 6 &c

May. Term 1901

S and C.	Pittsburg Gage and Supply Co.	21st March 1901. Bill in Equity filed praying the Court
21 March	2s	
N and L Gordon and Mackey	Central Coal Mining Company and Harrisburg Trust Co., Trustee.	1st That pipper process may issue from your Honorable Court requiring the said respondents to make answer to this Bill of Complaint. 2nd That a decree may be made by your Hon. Court, appointing a Receiver to take charge of the property and franchises of said Central Coal Mining Company. 3rd That your Orator may have such other and further relief as may be just and equitable in the premises. and it will ever pray. etc.
Pro Thompson Atty.	By Def	2.50
Shff Harvey	By S and C Cts	3.35
D.co Shffs costs	By. S and C Cts	1.75
Pro Thompson		.50
" "		1.50
"		.75
"		2.50
"		.90
"		.90
Shff McCullough	H McC-	1.00
" "	H McC.	1.00

And Now, to wit:- March 21st 1901 it appearing from the Bill in Equity filed in this case, and the affidavits accompaning the same, that the property of the said Central Coal Mining Company, the principal Defendant, is wholly situate within the County of Clearfield, and it appearing further that the said Central Coal Mining Company's principal office is supposed to be in the City of Wilkesbare in the State of Penna. and that the office of the Harrisburg Trust Company, is in the City of Harrisburg, Pennsylvania, it is ordered that the Bill in Equity in this case, and a copy of this order be served upon the said Defendants, the Central Coal Mining Company, and Harrisburg Trust Company, Trustee, at their principal offices as aforesaid. By the Court

Cyrus Gordon P.J.

now 23 March 1901 Rec'd of Pft Cts & Co advance costs
Trust Co Thompson
Cost

Plaintiff files its usual notice to the Defendants that if they fail to enter an appearance within 15 days or file an answer they be liable to have the Bill taken Pro. confesso. and a decree made against them in their absence

And Now 15 April 1901 Service accepted for the Defendants.

David L. Krebs
A.M. Liveright
Attys

I hereby return that on the 6th day of April A.D. 1901 I served the annexed Bill in Equity upon the above named Defendants The Central Coal Mining Company, a corporation organized under the Laws of the State of Penna. by handing to John B. Law, President of the Central Coal Mining Company, at his dwelling house, in the City of Pittston Pa. in the County of Luzerne, and State of Penna. a true and attested copy of the annexed Bill in Equity, and informing him of the contents thereof and I also return, that upon the same day, I served upon the said Central Coal Mining Company, the annexed order of your Honorable Court, by handing to the said John B. Law, the President of the said Company, at his dwelling house in the City of Pittston Pa. a certified copy of the said order, and informing him of the contents thereof.

So and. James G. Harvey
Sheriff of Luzerne Co.

15th April 1901 Printed Bill filed

I hereby return that on the 13th day of April, A.D. 1901. I Served the annexed Bill in Equity upon the above named Defendant. The Harrisburg Trust Company, Trustee, by handing to Edward Bailey the President of the said Harrisburg Trust Company, at the principal Office of the said Harrisburg Trust Company, in the City of Harrisburg, in the County of Dauphin, and State of Pennsylvania, a true and attested copy of the annexed Bill in Equity, and informing him of the contents thereof. And I also return that upon the same day, I also served upon the said Harrisburg Trust Co., Trustee, the annexed order of your Honorable Court, by handing to the said Edward Bailey the President of the Harrisburg Trust Co., at the principle office of the said company, in the City of Harrisburg, aforesaid, a certified copy of the said Order, and informing him of the contents thereof. So ans.

G. W. McIlhenny
Deputy Sheriff of Dauphin Co. Pa.

29th April 1901 Answer Central Coal Mining Co. filed
29th April 1901 By paper filed the following Attorneys enter appearances for the Defendants. Krebs and Livinght.
James Gay Gordon
Harry W. Mackey

June 29th 1901. Replication filed
Attachment issued by leave of Court. July 8th 1902. for W S Linnae & J N Thomas
July 8th 1902 On trial list and continued
Nov 14 1904 On trial list. Nov 24th 1904 Decree filed
Nov 24th 1904 Bill dismissed at cost of Plff. By the Court.

May Term. 1901

C and M.	James S. Smith Fallsburg		April 23. 1901 Bill in Equity filed praying the Court.
April 23	3		
Carnall & Strong	John F. Reed		First. That the said John F. Reed be decreed a trustee of said title for the use and benefit of the said James S. Smith. and that he reconvey the same to him, the said James S. Smith. upon the payment or tender of the amount of said Judgment. interest and costs. Second. That the said John F. Reed be restrained by injunction from selling or conveying the said title to any other person or persons or from encumbering the same with Judgment. Mortgage or other lien. Third. That he pay the costs of this proceeding. Fourth. Such other and further relief as in law and equity he may be entitled to receive. Cole and Moore Solicitors for Pff
Pro Thompson Atty		2.50	
" Atty.	"	.50	
Pro Thompson		1.50	
" "		.50	
" "		.25	

Plaintiff files his usual notice to the Defendant that if he fail to enter an appearance within 15 days or file an answer he be liable to have the Bill taken Pro Confesso. and a decree made against him in his absence.

Cole & Moore
Atty. for Pff.

May 7. 1901 By paper filed Carnall & Strong Attys appear for deft.

7 May 1901 Answer filed

Personally come before me a Notary Public in and for said County. F. R. Scofield who. being duly sworn says that he served the within Bill in Equity upon the Defendant Jno F. Reed by leaving a copy of the same with him.

F. R. Scofield

26th day of April 1901

H. A. Moore Notary Public

Commission expires Jan 26-1903

May T. 1901

Woodward	W. J. Renniman and John Cameron, trading and doing business as Cameron & Renniman		26" April 1901 Bill in Equity filed praying the Court.
			Relief Prayed for
April 26	vs		1st That a rule may be granted upon said defendant Company to show cause why an injunction should not issue restraining them, their agents, servants and employees from doing any work of any kind upon sections Nos. 25. 26 and 27 of the West Branch Railroad.
	The Miller Construction Company		To restrain said defendant Company from intimidating, coercing, interfering with and meddling with the servants and employees of Cameron Renniman & Co. upon said Sections Nos. 25. 26. and 27 of said railroad.
Pro	Thompson (ch'dg)	2.50	2nd That after hearing upon said rule issued, a permanent injunction may issue restraining the said Miller Construction Company from doing those things mentioned in part first of the relief prayed for.
Atty			
Pro	Thompson	.60	
"	"	1.50	
"	"	50	
Pro	Thompson	1.50	
"	"	50	
			3" General Relief.
			I hereby certify that the plaintiffs have, in my opinion, no adequate remedy at law for the matters complained of in this Bill.
			A.H. Woodward
			Atty. for Piffs
			I also certify that I have not had time in which to have this bill printed.
			A.H. Woodward.
			Now April 26" 1901 I hereby accept service of the within Bill and waive personal service of the same for the Miller Construction Company.
			W.C. Miller
			Atty. for The Miller Constuction Co.
			26" April 1901 Rule granted to show cause why an injunction should not issue is prayed for. Returnable Sat. May 4" 1901 at 10 oclock A.M.
			By the Court
			Cyrus Gordon P.J.
			26" April 1901 Rule issued
			Now April 26. 1901 I hereby accept service of the Rule for the Miller Construction Company and waive personal service of the same
			W.C. Miller
			Atty. for The Miller Constuction Co
			On Argt. List
			May 2 1901 Demurrer filed
			" " " service of demurrer accepted by Pfs Atty
			May 13. 1901. Opinion and Decree filed
			Now 7th. May 1901 it is ordered, adjudged and decreed:
			1st That the Defendants Demurrer filed 2nd. May 1901 be and the same is hereby sustained and the Plaintiffs Bill dismissed.
			2nd. The Rule for an injunction is hereby discharged.
			3. Exception is noted and Bill sealed for the Plaintiffs. By the Court
			Cyrus Gordon P.J.

ALL PAGES

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Sept. T. 1901

Cand M.	Daniel Fryer Jr		13th May 1901 Bill in Equity filed praying the Court.
			Relief prayed for
May 13	1		
Mitchell	Daniel Fryer Jr Pattie E. Butler and John Butler		1st That your orator be decreed to be the true and legal owner of said real estate and that the said Daniel Fryer, Jr., be ordered to reconvey the same to him. and that the title of said Daniel Fryer. Jr. be declared null and void. 2nd That said Judgment of Pattie E. Butler vs Daniel Fryer Jr. No 167 May Term. 1899. be cancelled and satisfied. 3rd General relief. 4th. That defendants pay the costs of this proceeding. Cole & Moore Solicitors for Plaintiff.
		$2.00 Paid By atty	
Pro Thompson Atty		2.50	
Pro Thompson		1.50	
Shf McCullough		8.00	Plaintiff files his usual notice to the Defendants
Pro Thompson		1.50	that if they fail to enter an appearance within 15 days
" "		.25	or file an answer. they be liable to have the Bill
" "		.75	taken Pro. Confesso and decree made against them
" "		2.50	in their absence. Cole & Moore
" "		1.25	Solicitors for Pff.
		1.25	June 6. 1901 Served personally on defts Daniel Fryer Jr.
		.60	Pattie E Butler & John Butler by handing each of
		2.60	them a true and attested copy of original bill by
			making the contents thereof known to them
			Evans Hugh McCullough Shf.
			June 19" 1901 By paper filed Oscar Mitchell Esq. appears for defts
			June 19. 1901 By paper filed the time for filing answer is extended 30 days from this date By the Court.
			July 2" 1901 Answer of Deft. filed
			July 28. 1902 Testimony filed
			Jany 30. 1903 Decree of Court filed Pffs bill dismissed at his cost
			By the Court.

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Sept. Term 1901

C & M.	Priscilla Curry		16th May 1901 Bill in Equity filed praying the Court.
May 16	2		Relief prayed for 1st That the said George W. Smith be declared a trustee for your orator and that he holds an equal undivided one-half of said real estate in trust for your orator. 2nd. That the said George. W. Smith be required and directed to convey by a good and sufficient deed of conveyance the said one half interest to your orator. 3. That he pay the costs of this proceeding. 4. General relief.
	George W. Smith		
Pro. Thompson Atty.	By Atty's	2.00	
Pro Thompson	Paid	.50	
	Paid	.50	

Cole and Moore
Solicitors for Plaintiff

Plaintiff files her usual notice to Defendant that if he fail to enter an appearance within 5 days or file an answer. he be liable to have the Bill taken pro. confesso and decree made against him in his absence.

Cole & Moore

Apr 23rd 1904 By paper filed above case discontinued by leave of Court. without prejudice

December Term 1901

Pentz — Gus Bloomnen — 8 Oct. 1901 Bill in Equity filed praying the Court

8 Oct. — 1 — Wherefore he prays that a mandamus may issue against the above named defendants and the Swedish Mission Evangelical Church of Du Bois, Compelling them to restore him to membership in said Congregation.

And he will ever pray. etc

Carl Johnston,
Otto Stohls,
Charles Anderson,
Carl Hermanson
Mrs. Carl Hermanson,
Rasmus Berg
Mrs. Kistie Berg,
C. Videberg,
Selma Lundquist,
Carl Lundquist 2nd
Mary Carlson

8 "Oct. 1901 petition within read, and thereupon a writ of alternative mandamus is directed to issue to parties within named:
Returnable first Monday of November, 1901
By the Court
Cyrus Gordon P. J.

8 "Oct. 1901 Writ issued

Geo Thompson Atty — Plff — 2.00
Atty — 3.00
Pro Thompson — 1.50
" — 60
Shf McCullough — 1.50
Pro Thompson — 17.40
" — 17.40
" — 50
" — 50

No good

Served within writ of Mandamus upon Carl Johnston by handing him a true and attested copy of the original and on Otto Stahls Charles Anderson Carl Hermanson. Mrs Carl Hermanson Rasmus Berg Mrs Kistie Berg. C Videberg by leaving with an adult member of their families an attested copy of the original and on Selma Lundquist & Carl Lundquist & Mary Carlson by handing each of them a true and attested copy of original Oct. 17 "1901. Soans Hugh McCullough Shf.
Oct 17, 1901 I accept service for all defts, dr. & c., except Mary Carlson
Oct 21" 1901 Return filed P. C. Innes Atty
" " Rule granted on Plff to show cause why Alternative Mandamus should not be quashed
By the Court.

Rule issued
Oct 29" 1901. Return this rule service accepted by Plffs Atty Soans Hugh McCullough Shf.

On Argt List.

Mch 4" 1902. under the authority of Wolf vs Comw. Ex Rel. 64 Pa. 386 we are of opinion the writ of mandamus is not a proper remedy for the evils complained of. the association being incorporated and the Act of 8 June 1893 does not extend the remedy so as to include it. The defts motion is therefore granted and writ of Alternative mandamus quashed Exception noted by Plff.
By the Court.

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December T. 1901

M and S. Bessie Blanchard Dunne.
Rose Blanchard Elliot.
C. M. Blanchard
(132 S 18th St Phila)
2

N and L { Catherine H. Craig
George F. Craig

E P McCormick Phila Pa. { Julia B. McCormick and
Edward P. McCormick her husband: Ella

N and L. { B. Neely and Henry B. Neely her husband

N and L { Kate B. Lowry and Isaac S. Lowry her husband: Mary B.

N and L. { Barnard and William N. Barnard her husband.

Nov. 7th. Bill in Equity filed praying the Court

1st. That your Honorable Court will order and decree that partition to be made between your Orator and the Defendants and their. and each of their interests in said property be set out to them and each of them in severalty to the end that they may use and enjoy the same as his or her own property.

2nd. Such other and further relief as may seem proper and as justice and equity may require

Murray and Smith
Attorneys for Plaintiffs

you are hereby notified and required to cause an appearance to be entered for you in the within named Court and file your answer to the within bill of complaint within fifteen days after service hereof on you, and to observe what the said Court shall direct. You are also notified that if you fail to enter your appearance and file your answer within fifteen days. you will be liable to have the bill taken Pro. Confesso. and a decree made against you in your absence.

Now this 7th day of November, A.D. 1901. On special motion this day made by Murray and Smith, Attorneys for Plaintiffs it is hereby ordered and Directed that this Bill in Equity and all other orders, writs subpoenas and other processin behalf thereof made and issued in this case shall be served upon Catherine H. Craig George F. Craig, Julia B. McCormick and Edward P. McCormick her husband. Kate B Lowry and Isaac S. Lowry, her husband in the City and County of Philadelphia, Pa; and upon Ella B. Neely and Henry B. Neely her husband at their residence in Montgomery County Pa. and upon Mary B. Barnard and William N. Barnard her husband. at their residence in Wilmington, Del., and that the said service upon the said defendants named. all of whom are non residents of Clearfield County, Pa., be made in accordance with the requirement of the Act of Assembly passed the 6th day of April 1859. and under rule XI and XII of Equity practice in Pennsylvania, and that the said defendants shall. in fifteen days after service upon them. enter their appearance and file their answer to the Bill and that return of service of said Bill and copy of this order shall be made on or before the first Monday of December next.

By the Court

Pro Thompson Cr. 2.50
Atty
Pro Thompson 1.25
" " 1.50
" .25
" 1.25
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1.25
.25
1.25
.25
1.25
1.26½

Recd of Chas B Blanchard
My Costs 12.00
Ernest G Thompson

Nov. 18. 1901. By paper filed E. P. McCormick Esq. appears for Julia McCormick and Edward P McCormick her husband.

Nov. 20. 1901 By paper filed D. L. Krebs and A. W. Leveright Attys enter an appearance for Catherine H Craig Geo F Craig Ella B Neely and Henry B Neely her husband, Mrs Kate B Lowry & her husband and Mary B Barnard & her husband.

Jan 29. 1901 Answer of Ella B Neely Julia B McCormick & Kate B. Lowry and the seperate answer of Henry B Neely executor filed

Jan 29. 1901 Seperate answers of Geo F Craig & Catherine Craig filed

Nov. 30 "1901 Answer of Julia B McCormick of defts filed
Dec 4 " Answer of Julia B McCormick one of Defts filed
Dec 9 " Printed answers of Deft filed endorsed.
Printed answer served on Murray and Smith Attys by giving them five printed copies Dec 9" 1901. Kobbs and Livenght

May Term 1902

Bill — David A Gray / William Gray

14th March 1902 Bill in Equity filed praying the Court.

First. your Orator. therefore. praye for a reconveyance of the land by decree and that said William Gray be compelled to make. execute and deliver to your Orator a reconveyance by good and sufficient deed of the land conveyed by the said deed recorded as aforesaid.

Second. That the Defendant be required to pay and account to your Orator for the reasonable income and profits of the said real estate since the conveyance on the thirtieth of July 1897. and also for all cost and expenses incurred by your Orator in this proceeding.

Third. That The Court will grant such other and full relief in the premises as to justice and equity seem proper.

Singleton Bell
Solicitor for Peff.

Cro Thompson obg	By atty	2.50
Atty		
Cro Thompson		1.50
Shff McCullough		6.40
Cro Thompson		.50
Cro Thompson		.50
"R"		1.50
" "		1.50
		1.00

You are hereby notified and required within fifteen to cause an appearance to be entered for you in the within named Court. and file your answer to the within Bill of complaint. and observe what the Court shall direct. (See original Bill)

Mch 26 1902 Served this writ by leaving at the home of Wm Gray with his wife a true and attested copy of original also left copy at his office his place of business. Sworn Hugh McCullough Shff.

July 19 1905 By paper filed Pff mves an order that bill be taken Pro confesso for want of a plea answer or demurrer. And further orders case to be place on Equity Argt List.

And now July 19 1905 Judgment Pro Confesso
Rob't J Thompson Pro'thy.

7 Aug. 1905 Decree filed

Now Aug. 7. 1905 - this case coming on to be heard, and a decree pro. confesso. having been taken for want of an appearance

It is ordered, adjudged and decreed that William Gray reconvey to David A. Gray, his heirs and assigns the lands described in the Bill. by deed of special warranty in fee simple without incumbrance.

And it is further decreed and ordered that the said William Gray, pay the costs of this proceeding to David A. Gray. including a Counsel fee. the bills of Costs and fees to be submitted to the Court for approval.

By the Court.

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May Term 1902

W. A. Hagerty
A. H. Woodward

George Woomer
2
Edgar L. Sheffer

25th March 1902 Bill in Equity filed praying the Court.
1st That a preliminary injunction be granted against defendant restraining him from entering upon the premises heretofore described and from interrupting obstructing or interfering with the quiet and peaceable possession of your Orator in the said premises and after final hearing, injunction be made permanent during the existence of said lease by your Orator.—
2nd. Requiring said defendant to quit, remove from and surrender up possession of any part of said premises now in possession of said defendant removing from said premises any lumber or other material by said defendant there deposited, restoring the fence your Orator and placing said premises in the same condition as they were prior to the trespoes done and committed upon the same by said defendant.
3rd. such other and further relief in the premises as the nature of the case shall require and to your Honor shall seem meet.

W. A. Hagerty
A. H. Woodward
Attys. for Pelf.

Pro Thompson 2.50
Atty
Pro Thompson .50
" " .50
" " .50
" " 2.00
" " .50
Sheff. McCullough Cr 9.00
.25

9th April 1902 Received of Geo. Woomer $15.75 being allow cost in full
Grant N Thompson
Pro

Plaintiff files his usual notice to Defendant that if he fail to enter an appearance within 14 days or file an answer, he be liable to have the bill taken pro. confesso and a decree made against you in your absence.

25 March. 1902 Bond for Injunction filed, and the sum of $800.00 with J. W. Roessner and J. P. Stoner as sureties

And now the 25th day of March A.D. 1902 this Bill of Complaint read and considered and thereupon it is adjudged ordered and decreed that a preliminary injunction be issued enjoining and restraining the within named Edgar L. Sheffer defendant by himself his agents, servants and employees from trespassing upon and interfering in any way with any of the premises in this Bill described to wit. The Grass Flat Hotel property and from molesting or disturbing complainant in the use and enjoyment of the same. 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 7th day of April A.D. 1902 at 1:30 oclock P.M. Five days notice of the time and place of the hearing with a copy of this order to be served on defendant. This writ of injunction not to issue until bond of $800.00 with security approved by the Court be filed.

By the Court
Cyrus Gordon P.J.

25th March 1902 Preliminary Injunction issued
8th April 1902 Motion to dissolve preliminary injunction and dismiss Plaintiff's Bill filed
8th April 1902 Motion granted, injunction dissolved and bill dismissed at the costs of the plaintiff.

By the Court
John M. Reed, Judge 54th Dist.
Specially presiding

May Term 1902

Boulton — Houtzdale Borough — 28th March 1902 Bill in Equity filed praying the Court.

3

Wilson K.L. — Harry H. Hertz, Frank Kephart — 1st That an injunction, preliminary now, perpetual hereafter, be issued restraining the respondents from mining and removing any coal now in place in the Moshannon seam of Coal within the limits of the Borough lying to the North of Hannah Street.

Pro Thompson 2.50
" " 1.60
Atty. " 1.60
Pro Thompson .50
1.00
" " 1.50
1.50
" " .50
" " .75
" " 2.00
" " 1.00
Sheriff W. McCullough 7.90
P. Thompson .75
" 1.00
" 1.50
" 1.00
" 1.50
" .60
" By Pro 1.50
" By Pro .50
" " 1.60
" " 9.00
Burney Kinney 3 1.16
Pff Bill
P. Thompson By Pro 1.00
" " copy of order of court for Pro. By Pro & G. .50
" " judges order on record By Pro .60
" " 1.60

Further restraining the respondents from digging or making any drift for the draining of water from the abandoned mine workings in the Moshannon seam of coal lying to the North of Hannah St. and within the limits of the Borough of Houtzdale. Further restraining the respondents from entering and opening up the abandoned mine workings in the Moshannon seam lying to the North of Hannah Street and within the limits of the Borough of Houtzdale. Second That the complaintant be granted such further and other equitable relief as may to the Court seem meet.

Harry Boulton
Solicitor for Plaintiff

Plaintiff files its usual notice to Defendants that if they fail to enter an appearance within 15 days or file an answer, they be liable to have the Bill taken pro. confesso and a decree made against them in their absence.

Now March 28th 1902. upon consideration of the foregoing complaint, and the injunction affidavits filed with same, and the plaintiff having given bond as required by law, with sureties, and which bond is approved by the Court, upon motion of Harry Boulton Solicitor for the plaintiff, it is adjudged, ordered and decreed. that a Preliminary injunction be issued against the defendants restraining them from mining and removing any coal now in place in the Moshannon seam of Coal North of Hannah Street within the Borough of Houtzdale, restraining the respondents from digging or making any drift for the draining of water from the abandoned mine workings in the Moshannon seam of Coal lying to the North of Houtzdale and within the limits of the Borough of Houtzdale, and from draining said mine workings of water in any manner, and restraining defendants from entering and opening up the mine workings for the purpose of taking coal therefrom in the Moshannon seam lying to the North of Hannah Street and within the limits of the Borough of Houtzdale.

This preliminary injunction shall be taken to be dissolved unless a motion to continue the same be argued before the Court. On Thursday 10th April 1902 at 10.30 A.M. of which five days notice shall be given less otherwise specially ordered by the Court.

By the Court
Cyrus Gordon P.J.

28th March 1902 Bond for Injunction filed in the sum of Five hundred dollars with J.W. Mooney Edward Pidgeon and J.A. Arnold as sureties
28th March 1902 Bond Approved. By the Court
28th March 1902 Affidavit of George Charlton filed
28th " 1902 Affidavit of J.W. Mooney filed.
28th " 1902 Affidavit of Edward Pidgeon filed.

Boulton Bill 1902 of Houtzdale Borough vs H. McCullough for Injunction
Paid 31.00

28" March 1902 Writ of Injunction issued
Now March 28" 1902 Served personally on S.W. Wertz one of the defendants by handing him a true and attested copy of the original and by making the contents thereof known to him and at some time and place gave him copy of bill in Equity also left at their office in Scottdale in care of S.W. Wertz a true and attested copy of this writ and Bill in Equity for Frank Keplar some day as above stated.
So ans. Hugh McCullough Shff.

Now April 5" 1902 we appear for Defendants reserving all legal exceptions.
S.D. Wilson. Scott Smith
Attys for Defendants.

Apr 9" 1902. Motion for continuance & affidavit filed
" " " on motion of Attys the hearing in above stated case is continued until April 24" 1902 at 10 o'clock A.M. By the Court.
Apr 9" 1902. By paper filed it is agreed that rule requiring the printing of Bill and answer be waived.
April 10" 1902 Answer of Defendants filed
" 12 " Replication filed
July 3. 1902 Interlocutory Opinion & Decree filed
" 3 1902 Interlocutory Decree as follows.
Now July 3. 1902 the injunction heretofore granted is modified to the extent of allowing defendants to finish the draining drift which they had commenced and to drain the old workings. But no other work, except such work and mining as is necessary to drain the old workings, is to be done by defendants without the further express permission of this Court.
Martin Bell P.J.
24" Dist specially presiding

Feby 9" 1903 Protest against application to Hon Martin Bell filed
Feby 11" 1903 Petition filed read & considered whereupon a rule is granted returnable before Judge Martin Bell of Judicial Dist specially presiding upon Defts to shew cause why an order and attachment for contempt should not issue Rule Monday Feby 16" 1903 at 2 P.M. as follows
By the Court. Cyrus Gordon P.J.
Feby 11" 1903 Service accepted for Defts and reasonal service waived.
It is also agreed that Judge Martin Bell shall hear this rule without bond and we hereby waive all exceptions to the jurisdiction
Keebs & Wilson Attys for Defts.
On Agt List
Feby 16" 1903 Answer of Defts filed
" 17" Decree filed

Now. Feby. 16" 1903 this matter came on to be heard on Rule to show cause why defts. should not be restrained from further mining operations and punished for contempt same rule having been granted Feby. 11" 1903 by Judge Gordon; testimony was taken and this matter was argued by counsel; whereupon after due consideration it is hereby ordered, adjudged and decreed that defendants be and they are hereby restrained from proceeding or carrying on any further mining operations of any kind until the further order of this Court; and as defendants have been guilty of at least a technical violation of the former order or injunction of this Court. it is ordered that they pay the costs of this rule which is made absolute to the extent above related. By the Court, Martin Bell
Pres. Judge 24" Judicial District

March 26" 1903 Testimony filed

ALL PAGES

FROM

252 TO 253

ARE BLANK

AND NOT

SCANNED

December

Aaron A. Wagner
Benjamin Klinger
Ed Alice M. Wagner

Sept. 8" 1902 Petition filed praying the Court

1

1st your orator praye your Honorable Court that an injunction issue now to be made perpetual hereafter enjoining and restraining said Benjamin Klinger from proceeding further to sell the said premises hereinbefore described.
2nd That the said judgment entered to No 260 Sept. T. 1902 be declared collusive fraudulent and void so far as the same is intended to affect the rights of your orator in and to the said described premises
3" That the said Alice M. Wagner be ordered and directed upon hearing, to recovery to your orator the title to said described premises.
4th That your Honorable Court will grant your orator such other and further relief as to your Honor may seem meet and Equity and justice may require,

Pro Thompson 2.50
Atty. 3.00
Pro Thompson 60
" " 1.50
" " .50
" " 1.00
" " .50
" " 2.00
" " .75
" " 1.50
Shf McCullough cr 2.00

Plaintiff files his usual notice to Defendants that if they fail to enter their appearance within 15 days or file an answer. they be liable to have the Bill taken Pro- Confesso and a decree made against them in their absence

And now 6" Sept. 1902 Bill read and considered and thereupon it is ordered. that an injunction issue preliminary now and to be made perpetual hereafter. enjoining and restraining the said Benjamin Klinger from selling or causing to be sold. all that certain house and lot situate in the Borough of Westover and levied upon on Fi Fa No. Sept. T. 1902 and to be sold as the property of Alice M. Wagner. 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 1st Monday of Nov. A.D. 1902 at 10 A. M. Five days notice of the time and place of this hearing to be given to defendants or their Attorney of record. The preliminary injunction to issue upon the filing of a Bond of $300.00 approved by the Court or Prothy.

By the Court.

6" Sept. 1902 Affidavit of E. B. Ranney filed
6" " 1902 " " J. W. Mackle and W. H. McKee filed
6" " 1902 Bond for Injunction filed in the sum of Three hundred dollars with Aaron A. Wagner, Isaac Straw and M. L. Blake as sureties
6" Sept. 1902 Injunction issued
6" " 1902 Bond approved. By the Court.
9" " Returns this writ service accepted by Jas H Kelley Atty for Benj Klinger and Alice M Wagner
Sheriffs Fees
Same paid 28 March 1903 Received of Frank McThompson
Sheriffs Costs
On Argt List

And now 28 March 1903. This proceeding is hereby discontinued in accordance with Settlement by the parties.

Pro Prothy

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Dec. Term 1902

Lentz	Louis Bergler		Bill in Equity filed Praying the Court —
Sept. 22	"		1st That an injunction may issue preliminary at first afterwards to be made permanent restraining said W. H. Gray from collecting said money
	W. H. Gray		2nd That a Recever be appointed to collect the moneys due to said co-partnership and distribute them as in equity they should be distributed
			3rd That said co-partnership be dissolved
Pro. Thompson Atty		2,50	4th. Such other equitable relief as your orator may be entitled To. &c.
Pro Thompson		60	Sff. files usual notice to Defts. that if they fail to enter an
" " Duy		1,50	appearance and file an answer within 15 days from
" " Orr		50	service they be liable to have the Bill taken pro confesso
			and a decree made in their absence.
Shf McCullough Cr		7.00 1/2 6"	Served writ of Injunction personally in W. H. Gray personally by giving him a true &
			attested copy thereof. Louis M. Stoppy
Now 19 Dec 1902 Received of Lewis Geigler twelve dollars Grant & Thompson			Dec 19. 1902 By paper filed this case is settled & compromised
			Dec 19. 1902 This case being settled by the parties the preliminary injunction is dissolved
			By the Court.

December Term 1902

N. E. D.

George D. Kantz.

3

Philip A. Kantz, R. B. Kantz Emeline Tidball and Tidball her husband, Annie Maria Hileman and Samuel Hileman her husband, John Dehaven, Ruben Dehaven, Samuel Dehaven, Hayes Dehaven, Daniel Dehaven, Grace Dehaven, minor, Robert Dehaven, minor, Edward Dehaven minor Abraham Dehaven, deceased, Clarence Lute, son and heir of Lucy Dehaven, deceased, who was intermarried with Henry Lute and Henry Lute.

8th Oct. 1902 Bill in Equity filed. Praying the Court.

1st That a decree be made by your Honorable Court directing the specific performance of the above recited agreement according to the true intent and meaning thereof.

2nd That the said Defendants 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.

3rd 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.

James H. Kelley
Solicitor for Plaintiff

Plaintiff files his usual notice to Defendants that if they fail to enter their appearance within 5 days or file an answer, they be liable to have the Bill taken Pro. Confesso and a decree made against them in their absence.

I appear for Philip A. Kantz and R. B. Kantz (see agreement with Plaintiff's atty) S. V. Wilson.

Now Oct. 16th 1902

P. A. Kantz R. B. Kantz Served personally on Philip A. Kantz & by handing each of them a true and attested copy of the within writ N. E. D. as to all the other defendants.

So ans. Hugh McCullough, shff.

May 21. 1903 By paper filed It appearing that Hayes DeHaven Robert DeHaven Edward DeHaven & Clarence Lute are minors It is therefore ordered and decreed that Abram DeHaven and Henry Lute be and are hereby appointed Guardians Ad Litem and that service of the Bill be made upon them with the usual order to appear and answer within 30 days as required by the rules of Equity practice

By the Court.

May 21. 1903. It appearing by satisfactory proof that Emeline Tidball widow and Annie Maria Hileman & Samuel Hileman reside in Tacoma State of Washington U S A. It is ordered adjudged and decreed that a copy of this order with a copy of the Bill: one for Emeline Tidball and one for Annie Maria Hileman & Samuel Hileman her husband them at Tacoma Washington. & that service be made be sent by registered letter to upon John DeHaven Reuben DeHaven Samuel DeHaven Hayes DeHaven & Daniel DeHaven at their respective residences in Eufaula Ala or anywhere they may be found in Texas of a copy of this order, and a copy of the Bill in Equity with the notice that they appear and file their answer thereto within 30 days as required by the rules of Equity practice

By the Court.

Now May 28th 1903

served personally on Abram Dehaven & Reuben Dehaven by handing each of them a true & attested copy of the original and on same day left copy at house of Hayes Dehaven, Samuel Dehaven, John Dehaven, Daniel Dehaven & Henry Lute with adult member of each of their families.

So ans. Hugh McCullough Shff.

Pro Thompson Atty.		2.50
Pro Thompson		.60
"	"	50
"	" ans	1.75
"	"	1.00
Shf McCullough Pd HSM		14.00
Printing	Pd by PDK	12.60
Shff. McCullough Pd HSM.		25.00
Pro Thompson		1.00
"	ans	1.25
"	Decree	1.00
Dud		3.00

Received 6 Nov 1903 of Geo D Kantz Fifty two + 70/100 dollars
Dud & Thompson

June 16" 1903 Affidavit of service by Reg letter on Mrs Anna Maria Hileman & Emeline Tidball filed
28" May 1903 served this bill on Abram DeHaven Guardian Ad Litum of Grace Dehaven
Robert & Edward Dehaven, upon Henry Lute Guardian Ad Litum of Clarence Lute,
and upon the said Abram Dehaven and Henry Lute Individually, and on Reuben
Dehaven, Hays Dehaven, Daniel Dehaven, Samuel Dehaven by personal leaving
true and attested copy with adult members of each of their families, and at
the same time served upon each of them in like manner a copy of the
order of Court directing service to be made out of the County.

So Ans
Hugh McCullough Shff.

13" July 1903 Decree filed

And now 13" July A.D. 1903. It appearing upon due proof made, that the Bill of Complaint filed in the above case, together with a copy of the decree for service upon the defendants living out of the County, but within the State of Pennsylvania, was duly served upon Abram Dehaven, guardian ad-litum of Grace Dehaven, Robert Dehaven and Edward Dehavere minor children of Susan Kantz Dehaven, and upon Henry Lute guardian ad litem of Clarence Lute minor child of Lucy Dehaven Lute, as also upon John Dehaven, Reuben Dehaven, Samuel Dehaven, Hays Dehaven and Daniel Dehaven, and that copies of the Bill together with a copy of decree for service was also made upon Emeline Tidball widow and Anna Marie Hileman and Samuel Hileman by Registered letter as directed by said decree, and that more than 30 days have elapsed and no appearance has been entered by any of the said defendants, and no answer to the plaintiffs complaint has been made thereto by any of the said defendants named therein. thereupon on motion of plaintiff's counsel, it is adjudged, ordered, and decreed that the Bill of complaint and the allegations and averments be taken as true and judgment be enteled Pro. Confesso. And it is further adjudged ordered and decreed that the said defendants severally make, execute and deliver unto the plaintiff a good and sufficient deed. for all that certain tract or piece of land situate in Burnside Township Clearfield County, Penna. bounded and described as follows viz:- Beginning at stones on line of land of Basil Klein; thence South 76° East 2184 feet to a chestnut; thence South 14° West 2192 feet to a stone or stones; thence North 76° West 2129 feet to a post; thence North 13° East 2192 feet to stones and place of beginning. Containing 108 acres 82¾ per. more or less.

By the Court
Cyrus Gordon P.J.

Filed 13" July. 1903

Judgment Pro. Confesso
Grant S. Thompson Prothy

22" July 1903 Petition for appointment of Trustee to convey filed

And now 22 July A.D. 1903 It appearing upon due proof submitted that the defendants in No. 3 Dec. Term 1902 in Equity have heretofore refused and still continue to neglect and refuse to convey the land therein and in the decree of the Court for specific performance to George D. Kantz. Now therefore it is adjudged, ordered and decreed that Grant S. Thompson, Prothonotary of the Court of Common Pleas of Clearfield County, Penna. be and is hereby appointed a Trustee, under and in accordance with the provisions of Section 1, Act of Assembly 19 April 1901 P.L. 83-84, and that he make execute and acknowledge as Trustee a deed for said premises in accordance with the provisions of said Act.

By the Court
Cyrus Gordon P.J.

Feby. Term 1903

1st Ed L.	Frank Connelly.	Janu. 22. 1903. Bill in Equity filed praying the
	Della Hockenberry.	Court.
	William Connelly.	
	Pearl McGavey	
	Etta Morrison	Relief Prayed for
	Alice Billinge and	First- That your Honorable Court adjudge, order
	Ernest Connelly	and decree that your Orators are the owners of an
	Heirs at law of	undivided one-fourth part of the said five
	John Connelly.	tracts of land mentioned in paragraphs Two and Six
	Deceased	of this bill.
		Second — That a commissioner be appointed
Janu. 22	1	to make partition of said lands and that the
		one-fourth in value be set apart to your
		Orators in severalty, if the same can be divided
	Edward A. Irwin	without prejudice to or spoiling the value as a whole
		if the same cannot be so divided then the same
		to be valued and appraised, do return to be made
		to your Honorable Court.
		Third.- That the defendant be ordered and decreed
		to account to your Orators for the timber sold
Pro Thompson (Chas Atty)	2.50	from said lands and pay to your Orators the
Atty.		one-fourth part thereof less one-fourth part of
Pro Thompson	50	the taxes paid by him on said lands.
"	50	Krebs and Livright
"	1.50	Attys. for Pffs.
"	50	Plaintiffs file their usual notice to Defendant, that
"	1.50	if he fail to enter his appearance within 5 days
"	50	or file an answer, He be liable to have the Bill
		taken Pro-Confesso and a decree made against
		him in his absence.
		Now Janu. 22. 1903 Service of this Bill in Equity accepted
24 Dec. 1904 Received		for E.A. Irwin and personal service waived.
my costs $7.50 by check		Murray & Smith
from Krebs and L. Attys.		Attys. for Defendant.
Grant S. Thompson		Jan 28 1903 Demurrer filed
Pro Prothy.		On Argt List
		Apr 16 1904 Opinion & Decree filed
		Demurrer sustained By the Court.

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February Term 1903

Cole	A. L. Cole		28th Jany. 1903 Bill in Equity filed praying the Court.
	2		Relief Prayed for
Cent Tp	The Borough of DuBois. Centre.		(1) That said Borough of DuBois, W. J. Smith, Water Commissioner and all its other servants and agents are enjoined and restrained from turning off said water from the premises of said A. L. Cole in said Borough, and if turned off now, that it be forthwith turned on.
	Pro Thompson Atty.	2.50	(2) That the Court make such decree in the premises
	Pro Thompson	1.50	as to law and Equity appertain, fixing the rights
	Sheff. McCullough	8.40	of said applicant to charge or collect for the nature
	Thos McDonough sub	2.50	and character of the service rendered to its inhabitants,
	Pro Thompson	.25	and that all charges and collections cease pending
	"	.50	the fulfilment by said Borough of its legal obligations in the premises.
	"	1.50	
		4.50	
	Deft Bill	53.20	(3) General relief.
	Pro Thompson	1.50	Plaintiff files the usual notice to Defendants
		1.25	that if it fail to enter its appearance within
		26	15 days or file an answer. you be liable to have the Bill taken Pro. Confesso. and a decree made against you in your absence.
			28th Jany. 1903 Affidavit of Geo B. Campbell filed
			28 " 1903 Affidavit of C. A. Cole filed
			28 " 1903 Bond in the sum of $300- with C. A. Cole as surety filed
			And now Jany. 28th 1903 This Bill and Injunction affidavits presented and considered, whereupon it is ordered that the said Borough of DuBois. W. J. Smith Water Commissioner and all other servants and officers of said Boro. be and they are hereby restrained and enjoined from turning off the water from the premises of A. L. Cole d. and if turned off. that it be forthwith turned on. until further order of this Court.
			This Injunction to be taken as dissolved unless a motion to continued the same be agreed before the Judge at Clearfield Pa. on the 6th day of Feby. 1903.
			By the Court
			Cyrus Gordon P.J.
			Inj. Issued
			4th Feby. 1903 By Paper filed.
			And now Jany 30th 1903 on motion of the Pefft. and by consent the Injunction in this case is enlarged by adding thereto the following. And that all proceedings by the Borough or its officials under the laws or ordinances of said Boro. or by Action at law or otherwise to collect said rentals from the said A. L. Cole be and the same are hereby enjoined and restrained pending the final or other order in this case.
			By the Court
			Cyrus Gordon P.J.

July 6 1903 Called for Argument and further hearing continued until Court can reach it.
July 7 1903 Demurrer filed On Argt List
July 13 " By paper filed H. C Lentz appears for Defendant.
" 20 " Answer filed
Served the within writ of Injunction upon H. J. Smith, Water Com. of DuBois Borough by handing him the Original and permitting him to read the same, and by making contents thereof known to him.
So Ans. Hugh McCullough Shff.
July 24 1903 Printed Answer filed
March 18 1903 Opinion and Decree filed
This case came on to heard testimony was adduced & argument of counsel made and it is ordered adjudged and decreed that the preliminary injunction issued in this case be and same is hereby dissolved
Exception is noted and bill sealed for Plff. By the Court.
May 4 1903 Defendants plea filed

May Term 1903

Hon A.O. Furst P. 2nd L.	John W. Hooten	3rd April 1903 Bill in Equity filed praying the Court.
	/	Relief Prayed for
MW S -	Ned Irish, J.B. Irish, O.D. Bechtel of whom J.B. Irish is atty. in fact and Josephine Casanova De Ballister, Celina C. De Govin, Connia C. De Casanova, Arthur Y. Casanova, of whom W.H. McCausland is atty. in fact. Respondents.	First.- your Orator therefore prays your Honorable Court to adjudge, order and decree, that the said named Defendants make, execute and deliver the lease to your Orator, for the "A." vein of coal in and under the said Jacob Resh (or Rush) and Benjamin Martin tracts in Rush township, Centre County, Pennsylvania, according to the true and intent and meaning of said contract of the 19th June, 1902, the royalty to be "based on a sliding scale, but not to exceed (eight (8) cents per gross ton, together with all rights of ingress, egress and regress and all other rights necessary to the mining of the Coal" with such Covenants and agreements as will sufficiently protect the Defendants as Lessors, and secure the performance
Pro Thompson	2.50	of the Covenants of the Lessee, and order, adjudge and decree,
Atty.	25.00	that they execute and deliver the lease, contract which your
Pro Thompson	.50	Orator presented and was agreed to by the Defendants.
" "	1.50	Second.- That your Honorable Court will make such
" "	1.26	other order and decree as will secure to your Orator a speafic
" "	1.60	performance by the Defendants of the Contract of the
	.60	19th June, 1902, and as to your Honor may deem meet to
Pro Thompson	.95	that end and for that purpose and effect.
Dist	.25	Plaintiff files the usual notice on Defendants that if
Pecunia 26 June 1903 of John W Hooten by Court Grant 26 Thompson		they fail to enter an appearance within 15 days or file an answer, they be liable to have the Bill taken Pro-Confesso, and a decree made against them in their absence.
		Apr. 28 1903 By paper filed Murray & Smith Attys appear for Defts.
		May 5th 1903 Answer filed
		May 21st 1903 Replication filed
		May 5 1905 Cu Agt List and settled,

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Sept. T. 1903

S.V. Wilson
Krebs & Liveright

Lewis N. Johnson

27 June 1903 Bill in Equity filed praying the Court.

27 June 1

Relief prayed for

your Orator. therefoor, prays your Honorable Court to grant relief as follows.

Bell W. C. Hoover

1st. To order and direct the said William C. Hoover to convey to your orator the surface of said described premises by a good and sufficient deed, clear of any trust, and to pay to your orator the moneys derived from the sale of said timber, together with interest thereon from the time the said was paid to him.

2nd. That it be further ordered and decreed that said W. C. Hoover holds the title in and to the minerals in, under and upon said described premises, in trust, the same to be sold and the purchase money applied to pay the indebtedness against said estate, represented by the judgment of the Clearfield Trust Company and the judgments of said W. C. Hoover and his wife aforesaid.

Further, that the said W. C. Hoover be ordered and directed to advertise the coal in, under and upon said premises, at public sale, in such manner as to your Honor may seem proper, and that the same be sold for the payment of said indebtedness in accordance with the family arrangement and agreement hereinbefore recited.

That your Honor will grant such further and other relief as to your Honor may seem proper and equity and justice may requie.

S.V. Wilson
Krebs & Liveright
Attorneys for Plaintiff

Pro Thompson 2.50 Atty.
Pro Thompson .50
" " 1.50
Shff McCullough Pro Thompson 7.20
" 50
" 50
W.G. Powell pub. 2x63 4.40
Printing Bill pd ms. K & L. 25/10/04 20.00
Atty fee pd ms. K & L, 25/10/04 25.00
Pro Thompson 2.50
" " 1.00

Plaintiff files the usual notice on Defendants that if he fail to enter an appearance within 15 days or file an answer. he be liable to have the Bill taken Pro. Confesso, and a decree made against him in his absence.

Now July. 7" 1903 Served personally on the defendant W C. Hoover by handing him a true and attested copy of the original.

So Ans. Hugh McCullough Shff

Rcd of Grant Thompson Pro Thy 25 Oct 1904 Bill Docket Atty fee. Krebs Liveright Atty

Aug 4" 1903. By paper filed Singleton Bell Esq appears for Defts.
" 6 " Defts answer filed
July 22 1904 Replication filed
Nov 1904 On trial list & stated Decree to be signed By the Court.

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September Term 1903

M and L.	C. D. Lorraine	22 July 1903 Bill in Equity filed praying the Court.
		Relief Prayed for
22 July	"	your Orator, therefore, prays your Honorable Court to appoint a Receiver to take charge of the property of said corporation temporarily, and maintain and operate said line of railroad, until such further order of the Court may be made in this behalf either for a sale of said property or for such other disposition as to your Honor may seem right and proper.
	J. Williamson Thatcher and P. J. E. and E. R. R. Company.	Second:- That pending the liquidation of the claims of the Creditors named in the above and foregoing Bill, that your Honor will order and direct the Sheriff to stay proceedings on said writ of Fi. Fa. now in his hands until such time as the bona fides of the same may be inquired into on such proceedings as your Honorable Court may direct and until the claims of the general Creditors can be reduced to judgment and final liquidation and the amount thereof ascertained.
Pro Thompson Atty.	2.50	Third:- That your Honorable Court will order and direct that that the defendant corporation and the said J. Williamson Thatcher, shall file of record in this case the name and place where he does business and shall also set forth the consideration passing from him to the said defendant corporation for the judgment of Six Thousand Five hundred and Eighty Two and 50/100 Dollars upon which execution has been issued and is now in the hands of the Sheriff.
Pro Thompson	1.50	
" "	1.00	
" "	.50	
" "	.60	
Sly McCullough sub 2/7/07. B.F.C.	1.50	
Sly McCullough sub 2/7/07. B.F.C.	5.90	
Pro Thompson	.60	
D Krebs sub	3.00	
J M Saukey	.89	
Justin LaBrie Paid	.25	
Sly McCullough 2/7/07. B.F.C.	5.90	
Mary Bradley by D.G.K.	6.00	
R Thompson recon for D.G.K.	2.00	
Sheriff	.50	Fourth:- That your Honor will make such further order as to you may seem fit and as equity may require.
" " Appeal	5.00	
" " costs	44.50	
" " advertising	1.50	
Dept Ct Atty	3.00	
Pro Thompson	1.00	
"	.60	
"	1.50	
"	1.50	
"	.50	
Pro Thompson	1.00	

To the within named Defendants:

You are hereby notified, and required to cause an appearance to be entered for you, in the within named Court, and file an answer to the same within 15 days after service hereof, on you, and to observe what the Court shall direct. You are also notified that if you fail to enter your appearance and file your answer within 30 days your will be liable to have the Bill taken Pro. Confesso, and a decree made against you in your absence.

We hereby certify that in our opinion there is no adequate remedy at law, and we further certify that there has not been time to print this Bill.

Krebs & Liveright
Murray & Smith Attys for
C. D. Lorraine

And now 22 July 1903 Rule is granted to show cause why the Relief prayed for should not be granted, and the Sheriff is directed to stay further proceedings on the special Fi Fa. to No. Sept. T. 1903 until the further order of the Court, made in that behalf. This Rule returnable the 20th August 1903 at 10 A. M. no answer to the bill to be filed until Rule is disposed of.

By the Court
Cyrus Gordon P. J.

Now July 22. 1903 Service of Rule accepted,

Harry Boulton
Atty. for P. J. E. & E. R. R. Co.

On Argt. List

July 31st 1903 Deft by Atty enters rule to take dep.
3rd Sept. 1903 Printed Book filed
20 Aug. 1903 Answer to Rule to show cause filed
Aug 28 1903. Opinion of the Court filed
Sep 11 " Decree filed.

For appointment of Rec'r further proceedings see 5 Sept T 1903

Dec 31 "1903 Certificate of Cost filed that amount in controversy exceeds $1500
Jby 5 "1904 Testimony filed
" 15 " By paper filed J D Wilson and Harry Boulton appear for the P E & E R R Co and D W Thatcher reserving all legal exceptions.
Apr 22 "1904 Remittitur from Supreme Court filed
Judgment of Non Pros entered. By the Court
Apr 22 "1904 Judgment Non Pros
Attest Thompson Jr.
Apr 30 "1904 Petition of Frank H McCalley Rec. filed praying the Court
First That a rule may issue on J O Reed to show cause why an attachment for contempt should not issue
Second That a writ of assistance may issue to enable Rec to obtain possession of stock &c
Third General relief
Apr 30 "1904 Rule granted on J O Reed to show cause why an attachment for contempt and writ of assistance should not issue &c Ret. Thursday 12 May 1904 at one o'clock P M.
Apr 30 "1904 Service of rule and issuance of rule waived
Wilson & Boulton Attys.

On Argt List
May 6 "1904 Defendants answer filed
June 20 "1904 Case directed to be placed upon the Argument List
The exceptions filed Sept 19 "1903 to decree appointing Receiver &c Monday July 11 "1904 at 11 o'clock A M at the Court House in Uniontown Pa. is fixed as the time & place for hearing argument on said exceptions By the Court.
May 19 "1904 Opinion and Decree filed
Exceptions as a whole are overruled and the decree of Sep 11 "1903 to be entered by the Prothy as a final decree
By the Court.
Dec 1 "1904 Copy of decree made by Judge Gordon Sep 11 "1903 filed nunc pro tunc as of Sep 11 "1903 as per opinion of Court.

September T. 1903

A.B. Hartswick
Krebs & Livenight

The Centre and Clearfield Street Railway Company, Corporation.

vs

The Beech Creek Railroad Company and The New York Central and Hudson River Railroad Company, Corporations and Defendants

7 Aug. 1903 Bill in Equity filed praying the Court.

Relief Prayed For

Wherefore, your Complainant needs equitable relief and prays your Honor to adjudge, order and decree: That the Complaintant may construct its line of road in such manner as to cross the Coal branch of the Defendant's road at or near the village of Winburne and at Sommerville at grade; that it may be permitted to cross the main line of Defendant Corporation's road at or near the village of Munsons and with an overhead crossing, with a span not exceeding 62 feet in length and with an elevation of twenty feet above the top of Defendant Company's rail as now laid; and that it may cross the branch leading from Munsons to Philipsburg, at or near Hawk Run, at the point at which it now seeks to cross the same, as well as at a point South of the Defendant company's station at Philipsburg, as prayed.

Second:- That your Honorable Court will enjoin Defendant Corporation, its agents, servants and employes from entering upon or interfering with your Complainant Constructing its line of road and making said crossings as hereinbefore set forth, and upon final hearing will make said injunction permanent and perpetual; and will grant to your Complainant such other and further relief in the premises as the nature of this case shall require and as to your Honorable Court may seem right and equitable.

A.B. Hartswick
A.M. Livenight
D. L. Krebs
Attorneys for Complaintant

7 Aug Pro Thompson Atty. 2,50
Pro Thompson 1.50
" 1.00
" 1.50
" .60
" 1,00
Sheriff McCullough & Pro Thompson 2.00
" 1.00
" .75
" .25

Received 28 Dec 1904 of Lucien Wilson Esq Treas. Thompson Esq Cost

To the within named Defendant:
You are hereby notified and required to cause an appearance to be entered for you, in the within named Court, and file an answer to the same within fifteen days after service hereof, on you, and to observe what the Court shall direct. You are also notified that if you fail to enter your appearance and file your answer within Thirty days you will be liable to have the bill taken Pro. Confesso, and a decree made against you in your absence.

Krebs and Livenight
Solicitors for Plaintiff.

August 7" 1903 Served on us by Copy.
Murray and Smith, Solicitor for N.Y.C. & H.R.R. Co. & Beech Creek R.R. Co.

Now Aug. 13" 1903 Served the within writ by handing to J.D. Hill, agent in charge of the office of the Beech Creek and N.Y.C. and H.R.R.Co. at Clearfield Pa. by handing him a true and Attested Copy of the original and by making the contents thereof known to him.

So ans
Hugh McCullough Shff.

26" Oct. 1903 Amendment to Complaintants Bill filed as follows:-

First:- That the Complaint be so amended that the crossing designated in the original bill as clause "a" and known as the "Winburne Crossing" shall be an overhead crossing with a clear height of 21 feet above the top of defendant company's rails, and with a clear width of the present right of way of the defendant companies, which crossing shall be

(See next page) 271

Continued from page 270

constructed and maintained by complainant company.
Second:- That the complaint be further amended so that the crossing of the defendants' right of way and track by the complainant company at the point called Somerville and the same covered by clause "C" in said bill shall be at grade; provided however, that if the side or tail track be extended and again be put into use and operation, then and in that event on the request of the defendant companies or their successors, signals and derails satisfactory to the defendant companies shall be put in place, which crossing shall be constructed and maintained by complainant company,
Third:- That the complaint be further amended so that a new clause be inserted so that a crossing to be known as "Crossing at Forrest No. 2" shall be at grade. Provided, however, that if track of defendant companies line heretofore taken out be again put into position and operated, then on request of the defendant companies, or their successors, signals and derails satisfactory to defendant companies shall be put in place, and until such change be made no crossing frogs shall be required there, which crossing shall be constructed and maintained by complainant company.
Fourth. That the complaint be so amended that the crossing near the village of Munson and designated in clause "C" of the bill shall be an overhead crossing with a clearance opening of the clear width of the present right of way of defendant companies and a clear height of twenty one (21) feet above the top of the rails on defendants' road which crossing shall be constructed and maintained by complainant company.
Fifth. That the complaint be further so amended that the Crossing near the village of Hawk Run and covered by clause "d" of the bill shall be an overhead crossing instead of at grade, with a clearance opening the clear width of the right of way of defendant companies, except an encroachment of 1½ ft. on each side for support of bridge, and a clear height of 21 feet above the top of the rails of defendant companies' road, which crossing shall be constructed and maintained by complainant company.
Sixth. That the complaint be further so amended that the crossing asked for in this bill of complaint and specified in clause "d" be suspended; provided, however, that if at any time in the future the complainant company shall desire to cross defendant companies' tracks at the point designated in the bill, or at any other point contiguous thereto, then and in that event the crossing shall be an overhead crossing, to be constructed and maintained by the complainant company with an elevation of 21 feet above the tops of the rails and a clearance opening of the width of defendant's right of way, as fixed at this date.
Seventh. The legal costs of this proceeding to be paid by the complainant company.
Now 19th Oct. 1903 Leave granted to file the amendment to the original Bill by consent.

By the Court
Cyrus Gordon P.J. 46th Dist.

Decree of the Court.

And now 21st day of October A.D. 1903 the complainant having this day shown to the Court that the defendant has failed to file an answer as required by the notice served under the rules of the Supreme Court of Pennsylvania, Judgment Pro. Confesso is entered against the defendant.

It is further in this behalf adjudged, ordered and decreed as follows:-
First. That the crossing designated in the original bill as clause "a" and known as the Winburne Crossing shall be an overhead crossing with a clear height of 21 feet above the top of defendant companies rails, and with a clear width of the present right of way of the defendant companies, which crossing shall be constructed and maintained by complainant company. (Continued to page 286)
Second. That the crossing of the defendants' right of way and track by the complainant company at the point called Somerville and the same covered by clause "C" in said bill shall be at grade; provided, however, that if the side or tail track be extended and again be put into use and operation, then and in that event, on the request of the defendant companies or their successors, signals and derails satisfactory to the defendant companies shall be put in place, which crossing shall be constructed and maintained by complainant company. Continued to page 286

Sept. T. 1903

Boulton — Frank Sherkle

14 Aug. 1903 Bill in Equity filed praying the Court

Relief prayed for

14 Aug. 4

The Cambria Coal Mining Co.

First:- That the defendant be restrained from further mining and removing the pillars and stumps of coal in the Moshannon seam of coal under the land of the plaintiff as herein described.

Second- That the court award him such compensation for the injuries suffered by him to his land herein described, by reason of the mining and removal by the defendant. The Cambria Coal Mining Company of the pillars and stumps of Coal necessary for its support thereby causing it to cave in, subside and break up.

Third,- That the Court give him such other and further equitable relief as to it may seem just.

I hereby certify that in my opinion the plaintiff has no adequate remedy at law for the wrongs herein complained of; and further that plaintiff has not had time to print this bill,

Harry Boulton
Plaintiff's Solicitor

Pro Thompson 2.50
Atty. (300) 25.00
Pro Thompson .60
" " 1.50
" " 5.0
" " 2.00
Jeff McCullough B&C 10.40
Pro Thompson .50
John Argyle 2.35
Pro Thompson 1.00
Pro " " 1.50
" " 1.50
" " 1.50
Pro Thompson 4.60
Pro R. Thompson

Pro R Thompson By Aff. .50 1.50
" R.R.S. 1.50
1 R.R.S. 1.25

Aff Bill & fee 21.08
" " & fee 50.80
Printing 13.

To The Cambria Coal Mining Company. Defendant.

You are hereby notified and required to cause an appearance to be entered for you in the within named Court and file your answer to the within bill of complaint within 15 days after the service hereof on you, and to observe that the said Court shall direct. You are also notified that if you fail to enter your appearance and file your answer within 15 days, you will be liable to have the bill taken pro. Confesso and a decree made against you in your absence.

Harry Boulton
Solicitor for Plaintiff.

14 Aug. 1903 Affidavit of John A. Radkey filed
14 " 1903 " " James Boulton filed

Now August 13, 1903 the within bill of complaint and accompanying affidavits considered, and upon the filing of a bond in the sum of Five hundred dollars approved by the Court, it is ordered and decreed that a preliminary injunction issue against the defendants restraining them from further mining and removing pillars and stumps of Coal from under the land of plaintiff as described in the bill.

This injunction shall be taken to be dissolved unless a motion to continue the same be argued before the Court on Tuesday 18" Aug. 1903 at 1 o'clock P.M.

By the Court
Cyrus Gordon P.J.

14" Aug. 1903 Bond filed in the Sum of Five hundred dollars with Frank Sherkle. Fred Sherkle and James Boulton as sureties.

13" Aug. 1903 Bond approved. By the Court

14" Aug. 1903 Injunction issued

Served writ of Injunction upon Defts Corporation by handing a true and attested copy of original writ with copy of Affs Bill to E S Brubaker Supt of Defts Corporation & Ramey Bros the Pres Secy and cashier or other chief officers or any of the directors not residing or living within the Co Do and H M McCullough on oath Dec 18 1903

Opinion & Decree filed.

Defts Demurrer overruled & noted & Bill sealed. By the Court,

Read. Jan 15" 1906. Affs. above costs & witnesses 2.10 $5.80 Plaintiffs costs 13.00 on cost 3.00 $18.80

H Boulton

Dec 31st 1903 Answer filed
Mch 17th 1904 Replication filed
Dec. 7 1904 On Equity trial list & argued before Hon W.D. Patton spec pres.
Jany. 10th 1905 Opinion and Decree filed

Decree

Jany. 9. 1905, this matter come on to be heard, and was argued by Counsel, and after due consideration, it is ordered, adjudged and decreed as follows.

1st. That the defendant, the Cambria Mining Co., its agents, servants, employees, &c. and are perpetually restrained from mining or removing the subjacent coal, under the land of the plaintiff, without leaving sufficient pillars, or without supplying sufficient artificial props so as to prevent any further "Caving in" or subsidence of the surface or causing injury to the buildings of the plaintiff, and so also as to prevent any further or greater holes, cracks, breaks or creeps in plaintiffs land.

2nd That the defendant pay to the plaintiff the sum of Two hundred dollars, for the damages sustained by him to lots Nos. 240 & 241-242

3rd. That the Defendant pay the costs.

By the Court
W.D. Patton P.J.
33rd Jud. Dist. spec. pres.

Jan. 18th 1905 Exceptns on part of Dft to decree of Court.
On Argt. List
Aug 23rd 1905. Final Decree filed.

Aug 23rd 1905 the exceptns on part of dft. to findings of fact and law & decree came on to be heard and after hearing argument of counsel & after due consideration said exceptns are overruled and dismissed except the amount of damages awarded as reduced from Two hundred to one hundred & Fifty dollars and with this exception the decree of Jany 9th 1905 is made final

By the Court.

And now Aug 23rd 1905 Judgment for pltff Debt $150.00
Aug 30th 1905 Exceptns filed by Dft Bill of Costs, Judgment entered Aug 31st 1905 Thompson Lothy.
Jan 15th 1906 Exs to taxation of costs filed.
Mch 21st 1906 Opinion & Decree filed Exs overruled. By the Court

Jan 6th 1906. Pltff having heretofore received payt in full of debt, int & costs of judgment as directed satisfied
Gordon Boulton
Atty for Pltff

September Term 1903

Altoona
Thomas & Scheuk Block
Wm. S. Hammond

20 Aug

5

W. L. Shellenberger
W. S. Lee
S. J. Westley
W. J. Heinsling,
Augusta R. Loudon
and George R. Loudon,
Administrators of
John Loudon, Deceased,
Rebecca Loudon and
Edward R. Loudon,
Administrators of
William Loudon
Deceased, Plaintiffs

The Altoona and Philipsburg
Connecting Railroad Co.,
The Union Trust Company,
The Pittsburg, Johnstown,
Ebensburg and Eastern
Railroad Company,
The New York and Pittsburg
Central Railroad Co.
and Samuel P. Langdon
Defendants.

20 Aug. 1903 Bill in Equity filed praying the Court:

Relief Prayed For

First:- That discovery be made and a full and complete inventory and account be given by the Altoona and Philipsburg Connecting Railroad Company of all cars, locomotives, tools and machinery, and other personal property owned by said Company and in use upon said mortgaged railroad at the time it let or hired its said railroad and rolling stock and personal property to the Pittsburg, Johnstown, Ebensburg and Eastern Railroad Company; and the Pittsburg, Johnstown, Ebensburg and Eastern Railroad Company; and that the Pittsburg, Johnstown, Ebensburg and Eastern Railroad Company, lessee, discover and account for all the cars, locomotives, tools and machinery, and other personal property, in use upon said railroad, it received from the Altoona and Philipsburg Connecting Railroad Co., as lessee thereof, and also account for the property it turned over to the present operator of said railroad, the New York and Pittsburg Central railroad Company; and that the Pittsburg, Johnstown, Ebensburg and Eastern Railroad Company, the New York and Pittsburg Central Railroad Company and Samuel P. Langdon, and each of them, state whether said property is still upon said railroad, and if not, to state where it is, and what became of it, and in whose possession it is, and make a full and complete inventory of, and return the same to, and place it upon said mortgaged railroad; that they and each of them be directed and required to fully and exactly account for and pay into this Court, or to the person or persons it may name, all moneys received by them from the Pennsylvania Railroad Company, under the tonage contract between that Company and the Altoona and Philipsburg Connecting Railroad Company and its successors in the operation of its railroad, for coal hauled over Altoona and Philipsburg Connecting Railroad and delivered to the Pennsylvania Railroad for transportation to market, at the rate of six-tenths of one cent per ton per mile; that they and each of them be directed and required to fully and exactly account for and pay into this Court, or to the person or persons it may name, all the net revenues, tolls and annual earnings, rents, issues and profits derived by them from their operations of said railroad; and that they be directed and required to state an account to this Court, showing their operations of said railroad, the monies they received and disbursed in their operations of the same, showing in detail, item by item, every charge and credit, what for, from whom received and to whom paid, and for what account.

Pro. Thompson By Pff.		2.50
" Atty.		2.50
Pro Thompson record		5.00
"		1.00
Shff McCullough		65.40
" "		3.40
Pro Thompson		.60
" "		1.50
" "		1.50
" "		1.50
" "		1.25
" "		1.25
Pro. Thompson Shellenberg record		12.00
Pro Thmpsn		3.50
"		1.00
"		1.50
"		1.50
"		2.00
"		1.00
"		1.00
"		1.50
"		2.50
Pro Thmpsn Sup Ct		3.00
" Bond		.50
" record		5.00
" Ct standing		1.50
"		1.00
"		1.25
Sup. Ct. Atty		3.00
Pro Thmpsn		1.00
"		.60
"		1.50
"		1.00
"		.50
"		1.50
"		1.00
"		1.25
"		1.25
"		1.00
"		.50
" Sup Ct		3.00
"		.50
" Cert of Sale		.50
		1.25
		1.50

1.00 + 65/40 = 74.55

September Term 1903

Second:- That discovery be made by the Altoona and Philipsburg Connecting Railroad company of the debts for which the bonds secured by the mortgage in this bill mentioned have been pledged as collateral, the holders and the amount thereof, and the object for which said debts were respectively created.

Third:- That a decree be made that said mortgage bearing date the first day of June A.D. 1893, is a lien upon the railroads, franchises, and other property real and personal, in said mortgage described and that the rights of all holders of mortgage bonds issued thereunder in and to the property, real and personal, of the said Altoona and Philipsburg Connecting Railroad Company, mortgaged to secure the same, be ascertained and defined.

Fourth:- That the amount due upon the said mortgage bonds principal and interest, secured, or intended so to be by said mortgage, dated the first day of June A.D. 1893 be ascertained and defined.

Fifth:- That the Altoona and Philipsburg Connecting Railroad Company be ordered and decreed to pay what shall appear to be due upon the statement of the account for arrears of interest in default, and also pay the State taxes due and unpaid and owing by it, and that in default of payment of the interest then due and unpaid on said mortgage bonds, and the State taxes assessed against and owing by it. the Altoona and Philipsburg Connecting Railroad Company and the Union Trust Company, and all persons claiming under them, or either of them, shall be absolutely barred and foreclosed of and from all right and equity of redemption in and to the premises conveyed by said mortgage; and that the property, real and personal, in said mortgage described, be decreed to be sold under the direction of this Court, at one time and in one parcel, at such time and place as shall be fixed by this Honorable Court; that the moneys arising from said sale may be brought into this Court, and distribution thereof made as equity may require, and that the said, the Altoona and Philipsburg Connecting Railroad Company may be adjudged to pay any deficiency that may remain after applying all of the moneys realized from the sale of said property and applicable to the payment of the principal and interest of the bonds secured by the mortgage aforesaid.

Sixth:- That a Receiver may be appointed by this Honorable Court of the real and personal property and franchises described in the said mortgage or deed of trust (Exhibit A), and all of the real estate and personal property of every kind and description, including all equipment, cars, rolling stock and other appurtenances, all books of account, papers, bills receivable, rents, profits, and income, accruing and to accrue, as well as all rights, easements, privileges and franchises of the said corporation in the premises, and that the said receiver be authorized and directed to continue the operations of the said Company pending these proceedings, and out of the first moneys coming into his hands pay off the wages and other preferred claims, with the usual powers and duties of Receivers in such cases.

Seventh:- That the Altoona and Philipsburg Connecting Railroad Company, and the parties now in possession of said Railroad and properties, their officers, agents and employes, be enjoined and restrained from in any manner disturbing or interfering with the property of the said Altoona and Philipsburg Connecting Railroad Company or the possession of the Receiver thereof.

Eighth:- General relief.

By Atty's for Pltfs. No Fi. fa. issued

You are hereby notified and required, within fifteen days after service hereof on you, to cause an appearance to be entered for you in the Court of Common Pleas of Clearfield County, sitting in Equity, and to file your answer within thirty days after service hereof upon you, to the within Bill of Complaint of the within named W.L. Shellenberger, W.S. Lee, S.J. Westley, W.J. Steinsling, Juniata R. Loudon and George W. Loudon Administrators of John Loudon, deceased, Rebecca Loudon and Edward W. Loudon Admrs. of William Loudon, deceased. Complainants and to observe what the said Court shall direct.

Continued to page 276

Continued from page 275

No. 5 September Term 1903

you are also notified that if you fail to comply with the above directions by not entering an appearance within fifteen days, and by not filing your answer within thirty days in the Prothonotary's office, you will be liable to have the Bill taken Pro. confesso. and a decree made against you in your absence.

20 Aug. 1903 Affidavit on part of plaintiffs ~~in~~ application for Receiver filed

20 " 1903 Affidavits produced and filed. By the Court.

20 " 1903 Order on application by plaintiff for appointment of Receiver &c.

Now, on this 20th day of August. 1903 Come the Complainants, by their Counsel, Wm. S. Hammond, and having filed their bill of complaint and affidavits, move thereon for the appointment of a receiver of the railroad and property of the Altoona & Philipsburg Connecting Railroad Company, and the defendants not being present in Court and not being represented by Counsel it is ordered that on Complainants application a rule be issued against Defendants to show Cause why a Receiver should not be appointed as prayed in Complainants bill of Complaint. Returnable on the 25th day of August 1903, at 10½ O'clock A. M. at the Court House in Clearfield, Pa. with the right to all parties to be then heard on the merits of said application, without prejudice by reason of this order, and that in the mean time the defendants be restrained from making any change in the present status of the Altoona & Philipsburg Connecting Railroad, other than may be necessary in the proper operation of said railroad- Notice of this application by copy of said rule to be served on the defendants by the Sheriff of this County when he serves upon them copies of the bill of complaint in the above stated action.

By the Court same day Rule issued

Cyrus Gordon P.J.

On Argument List

Roll B. Thompson being duly sworn according to law deposes and says, that he served personally a true and attested copy of the within Bill in Equity and notice endorsed thereon upon Samuel P. Langdon President of the Pittsburg Johnstown Ebensburg and Eastern Rail Road Company and Altoona and Philipsburg Connecting Rail Road Company at his office in Pennsylvania Building, Room No 702 corner 15th and Chestnut streets in the city of Philadelphia Pa. at 10 A.M. Aug. 21st 1903 by handing him said copy above described also at same time and place and in like manner serve a copy as above described of said bill in Equity on said Samuel P. Langdon as defendant in said action against said above and within mentioned Rail Road Company and also served on Clarence L. Harper, President of the Union Trust Company at his office in the Trust Building No. 715-717-719 Chestnut Street Philadelphia Pa. at 10.45 A.M. August 21st 1903 by personally handing him a true and attested Copy of the within Bill in Equity and Notice endorsed thereon.

So Ans.

Hugh M'Cullough Shff.

Now August 25th 1903. Personally appeared before me Roll B. Thompson who being duly sworn deposeth and says that the services of the above mentioned Bill in Equity is just and correct as above stated

Roll B. Thompson Deputy

Grant S. Thompson Prothy.

Now August 20th 1903 Served personally on Robert S. England Vice President and General Manager of the New York and Pittsburg Central Rail Road Company in the Court House in Clearfield Pa. by handing him a true and attested Copy of the within Bill in Equity and notice endorsed thereon during the business hours of the day.

So Ans

Hugh M'Cullough Shff.

Now Aug. 25th 1903 Personally appeared before me W. P. Mahoffey Deputy Sheriff who being duly sworn according to law deposes and says that the services as above stated are just and correct

W. P. Mahaffey Deputy

Grant S. Thompson

Continued to next page (277)

Continued from page 276

Return on Rule

Now Aug. 20" 1903 Served the within personally on Robert H. England Vice President and General Manager of the New York and Pittsburg Central Rail Road Co. in the Court House in Clearfield Pa. by handing him a true and attested copy of the within Rule during business hours of the day.

Wm. P. Mahaffey being duly sworn according to law says the services as above stated are just and correct.

So Ans
Hugh McCullough shff.
W. P. Mahaffey Deputy

Grant H. Thompson
Prothy.

Roll B. Thompson being duly sworn according to law deposes and says that he served the within Rule upon Samuel P. Langdon President of the Pittsburg Johnstown Ebensburg and Eastern Rail Road Company, and Altoona and Philipsburg Connecting Rail Road Co. at his office in the Pennsylvania Building Room No. 707, corner 15" and Chestnut Streets in the City of Philadelphia, Pa. at 10. A. M. Aug. 21" 1903 by handing him personally a true and attested copy of said Rule - and at same place and time, served copy of rule on Samuel P. Longdon as defendant in this action against the above mentioned and within mentioned Rail Road Company's, and on same day served on Clarence L. Harper President of Union Trust Co. at his office in the Trust Building No. 715. 717. & 719 Chestnut St. Philadelphia Pa. at 10 A.M. August 21" 1903 by personally handing him a true and attested Copy of the original Rule.

Grant H. Thompson Prothy.

So Ans.
Hugh McCullough shff.
Roll B. Thompson Deputy

5" Sept 1903 By paper filed J. B. McEnally appears for The Union Trust Co. and for Henry Lewis Exc.

16 " Sept. 1903 Answer of Henry Lewis & Co. filed

21" Sept. 1903 Answer of The Union Trust Co. filed

~~Sept 11 1903 By paper filed~~ It is ordered and decreed that Frank H. McNally be and is hereby appointed Receiver of the P. J. & E. R. Co. and the A. & C. R. R. Co. and Robt England now in charge of the rolling stock coal cars passenger cars engines and the tools machinery and other property of said corporations be and is hereby ordered to turn over and deliver possession thereof to said Receiver together with all the books papers and accounts and contracts of all and every character at any time heretofore belonging to owned or controlled or under lease or otherwise as well as all bills receivable book accounts profits and income accruing or to accrue as well as all rights easements privileges and franchises of said corporations And the receiver is hereby authorized and directed to continue the operation of the said railroad pending the further order of this Court. and is hereby authorized & directed out of the first money coming into his hands to pay off the wages of labor incurred in the operation of the same and such other claims as may be preferred by law and to render an account thereof to this Court when thereunto required And that he give Bond with security to be approved by the Court in property conformed in the sum of Five thousand dollars By the Court

Sep 12 1903. Bond in the sum of $5000 filed by Frank H McNally Receiver with the United States Fidelity & Guaranty Co as surety.

Sept 12 1903 Bonds approved By the Court.

Sept 14 " Statement of Errors assigned to decree of Court. filed

" 15 " Petition filed and Rule granted to show cause why an attachment and writ of Assistance should not issue Ret Friday Sep 18 1903 at ten o'clock P.M.

Issued and service waived by Deft Attys D. W. Elsom & H. Avery Bentow as per endorsement on Petition

One Argt List

Sep 14" 1903 Certificate from Supreme Court filed Ret 3 monday of April 1904

" 21" 1903 Served on W. D. Hammond Atty for Deft as per endorsement on writ

Sep 14 1903 Bond in sum of $500 filed for appeal. U. S. Fidelity & Guaranty Co surety

Sep 14" 1903 By paper filed Deft Attys apply to Court to fix amount of bail to operate as a supersedeas in the appeals to Supreme Court.

Nov 14 Sept 1903 After hearing and Argument Bail fixed at $40000.

and when Bonds shall be given in said amount and in accordance with 9 Section of Act of 1867. the said appeals shall act as a supersedeas

By the Court.

Nov 9. 1903 Bond in sum of $1500 filed with Fidelity Deposit Co of Md as surety.

By endorsement on bonds the following exceptions filed

That the bond is not properly executed in that it is not properly acknowledged to be the Act of the Corporation and that the signatures thereto are the signatures of the Vice President and Secretary and in their own proper handwriting and that corporate seal was affixed thereto by the direction of the Board of Directors of the Corporation Kuhn & Ewing Atty

Nov 9. 1903 it appearing that the Trust Co is authorized to do business interstate and that it is executed under seal by the proper officers thereof and it being in proper form it is regular upon its face and prima facie binding upon the Company The exceptions are therefore over ruled The Bond approved and exceptions noted & Bill sealed for complaint

By the Court.

Sep 19. 1903 Defendants exceptions filed

Dec. 17. 1903 Petition of Union Trust Co. Trustee to withdraw answer filed and to be made a party Plaintiff in above case.

Dec 17. 1903 Leave granted as prayed for By the Court.

Dec 31. 1903 Certificate of Court filed that ammt in controversy exceeds $1500

Jby 4. 1904 Petition filed and Rule granted to show cause why Union Trust Co should not be stayed from making sale under mortgage. &c. On Agt List

Jby 4. 1904 Service accepted & issue waived by Kuhn & Ewing Atty as per endorsement on Petition

Jby 4. 1904 By paper filed Jeffs Atty moves for a decree in above stated case that the bill be taken pro confesso against The A. V. & R.R. Co. N.J.E. & E.R. Co. New York & Pittsburg Central R.R. Co & Samuel Langdon for want of an answer to said bill of Complainant in compliance with rule in these cases.

Jby 9. 1904 Answer filed with affidavit attached showing its presentation to Court on Aug 1903.

Jby 4. 1904 By paper filed Jeff

Jby 11. 1904 Affidavit and Petition filed & rule granted on Union Trust Co to show cause why proceedings to sell A.V. & R.R. Co. at public sale under the provisions of mortgage should not be restrained & stayed

Ret Mon 15 Jby 1904.

By endorsement on Petition Issue & service waived On Agt List.

Jby 29. 1904 on application of Atty. for Petitioner leave granted to discontinue this rule.

By the Court. (endorsement on Petition)

Jby 11. 1904. Petition filed. & Rule granted on 2 days notice to take depositions of George Theller on Saturday 13 Jby 1904 @ 11 o'clock before Wm M Cliff Esq at his office at No. 1335 Arch St Phila to be read on the Argument and trial of above case.

By the Court.

Jby 1904 Deft enters rule to take dep as per above order.

Jby 11. 1904 Petition filed & rule granted to take depositions of George Theller and other witnesses at Phila Pa on Jby 13 1904 @ 11 o'clock before Wm M Cliff 1335 Arch St. or some other competent person. said depositions to be read on hearing of rule on Union Trust Co Returnable 15 Jby 1904 and on the trial of case in final hearing This rule to permit any of parties to appear and examine or take separate depositions upon this rule.

By the Court.

Jby 11 " 1904 Deft enters rule to take dep under above order of Court.

Thy 15 "1904 By paper filed S W Wilson and Harry Boulton appear for A P & R R Co. D J & E R R Co. Thy & Pittsburg Central R R Co. and S P Langdon. reserving all legal exceptions

Thy 19 "1904 By paper filed it is agreed by counsel for Plffs & Defts that upon the payment of costs of advertising the Trustees sale and not exceeding the sum of $50 on or before Thy 16 "1904 that then the Trustees sale shall not be made on 23 Thy 1904 last now advertised that the Court shall proceed to hear the parties upon the above bill and any answer that may be filed thereto and testimony of witnesses and records on 12 month of March 1904 and proceed to ascertain thy rights of the Bondholders and creditors on above bill 5 Sept 1903. as therein prayed the said hearing to be final as a determination of the respective rights of the parties subject to appeal.

Thy 22 "1904 Rule granted on Defts to show cause why the books & papers should not be produced Ret. 3d Mch 1904 @ 10 A.M.

Issue & service waived as per endorsement on Return

On Argt List

Thy 22 "1904 By paper filed It is now ordered that the Prothy mark filed nunc pro tunc as of Aug 25 "1903 a substituted answer on behalf of said D J & E R R Co. which was filed with the Prothy on 9 Thy 1904

By the Court.

Printed answer filed

Thy 22 1904 Defts Petition rule to take depositions 10 days notice

" 29 " Union Trust Co rule to take dep. (3 rules)

Mch 2 "1904 Answer of A & P R R Co. to petition of Union Trust Co. for order on defts. to produce books and papers at trial.

Mch 2 "1904 Affidavit of Notary Public covering statement as to date of expiration of Commission filed

Mch 5 "1904 Replication of W L Shellenberger Et al. Plffs filed

Mch 5 1904 Replication of Union Trust Co intervening Plff filed.

Mch 7 "1904 Petition filed & Rule granted to show cause why order of Dec. 17 "1903 should not be vacated. 2nd. That the rules of Union Trust Co to take testimony be set aside.

Ret. to March 15 "1904 and to be heard by Judge Fox upon Pets.

By the Court.

Issue issued service accepted.

On Argt List

Mch. 8 "1904 Petition of Plff to take Dep of witnesses before Weaver & Drake South Penn square Phila between 9 A M & 5 P M of 10 11 & 12 Mch 1904

Mch 8 "1904 Rule granted. as prayed for

By the Court.

Mch 12 "1904 Separate answer of A & P R R Co filed

Mch 15 "1904 Defts depositions & Subpoenas filed.

" 15 1904 By paper filed Plffs join issue in this case on the matters set forth in the separate answer of A P & R R Co.

Mch 22 "1904 Testimony filed

Apr 22 "1904 Remittitur from Supreme Court filed. Judgment of Mch Sess entered

By the Court.

Apr 22 "1904 Judgment Non Pros Grant H Thompson Pro.

Apr 22 "1904 Opinion & Decree filed Jud'g Love P open pending

Continued to page 298

December T. 1903

9th D.	John M. Carlin	21 Sept 1903 Bill in Equity filed praying the Court.
	1	Relief Prayed For
	Camille Segalini	First: That respondant be restrained by injunction from exercising or carrying on his trade directly or indirectly at the location now occupied by him as a barber shop.
Pro Thompson Atty	2.50	Second: That he be restrained from exercising
	50	his trade or occupation as a barber within
Hy McCullough	9.80	the Borough of Houtzdale or within a radius
Pro. Thompson	1.25	of five miles thereof.
" "	60	Third: That your complainant be awarded the costs
" "	60	of these proceedings.
" "	70	you are hereby notified and required within fifteen
Pro Thompson	1.25	days after service hereof on you, exclusive of the day of service, to cause an appearance to be entered for you in the Court of Common Pleas of Clearfield County to the within bill of complaint of the within named plaintiff and to observe what the Court will direct. If you fail to comply with the above directions by entering an appearance in the Prothonotarys office within 15 days you will be liable to have a bill taken pro confesso and a decree made in your absence,
Pleaas of Hugh M Cullough Sh'ff 1903 Fees 50/100 and all my Costs Ernest R Thompson		21st Sept. 1903 Bond for Injunction filed in the sum of Five Hundred dollars with John M. Carlin, Cornelius Allen and R. Madigan as sureties
		21st Sept. 1903 Bond approved. By the Court Cyrus Gordon P.J.
		Now Sept. 21st 1903 Served personally on Camille Segalini by handing him a true and attested copy of the original and at same time and place gave him a copy of bill in Equity. So ans. Hugh M Cullough Sh'ff.
		Now Sept. 21st 1903 Served personally on deft. by handing him a true and attested copy. So ans. Hugh M Cullough Sh'ff.
		24th Sept. 1903 Answer filed
		18th Dec. 1903 Opinion & Decree filed
		17th Dec. 1903 in accordance with opinion herewith filed, it is ordered, adjudged and decreed, that the preliminary injunction granted herein 21st September 1903 be and is hereby dissolved. exception is noted and bill sealed to Plaintiff. By the Court Cyrus Gordon P.J.

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December T. 1903

Bell	Ellen Root 2 James Root Katie Root.		31 Oct. 1903 Bill in Equity filed praying the Court. Relief prayed for First. Your Orator therefore prays for a conveyance of the land by decree and that said James Root be Compelled to make execute and deliver to your Orator a re-conveyance by good and sufficient deed of the land conveyed by the said deed recorded as aforesaid. Second. That the defendant be required to pay the Costs and expenses incurred by your Orator in this proceeding. Third. That the Court will grant such other and further relief in the premises as to justice and equity seem proper. Singleton Bell Solicitor for Pff.
Pro Thompson (Ch'ld'ly)	By atty	2.50	
Pro Thompson		.50.	
"		1.50.	
Pro McCullough		2.00	
Pro Thompson		.50.	
"		.50.	
" "		1.50	
Pro Thompson		.50	
R. "		.50	
			To the within named Defendant You are hereby notified and required to cause an appearance to be entered for you in the within named Court, and file an answer thereto within fifteen days after service hereof upon you, and to observe what the Court shall direct. you are also notified that if you fail to enter your appearance and file your answer within thirty days you will be liable to have the Bill taken Pro. Confesso, and a decree made against you in your absence. Singleton Bell Solicitor for Pff.
			Nov. 27. 1903 Answer filed Dec 7. 1903 The within named Defr James Root. Came and filed his bill Servis Hugh McCullough Sheff
			Aug 30. 1904. Petition of Katie Root filed. Aug 30. 1904. Petition read and considered and said Katie Root is hereby directed to be added as one of Defts in above stated case By the Court.
			Aug 30 1904 Answer of Katie Root filed Sept 1 1905 Answer of James Root.

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Dec Term 1903

Boulton	John Shaffer		Bill in Equity filed
			Relief prayed for.
Nov. 11	3		First. That the Defts be restrained preliminary now. perpetual hereafter. from further mining and removing the pillars and stumps of coal in the Mosharnnon seam of coal under the land of the Plaintiff as described
	Cambria Coal Mining Co.		Second. That the Court award him compensation for the injuries suffered by him to his land by reason of the mining and removal by Defts. the pillars and stumps of coal necessary for its support thereby causing it to cave in subside break-up run and destroy it.
			Third. That the Court give him such other and further equitable relief as to it may seem just.
Sw Thmps		2.50	
Atty		(1/2 00) 25.00	
Sw Thompson		50	
"		1.50	
"		50	
"		200.	
"		(1.50)	
"		.60	Plaintiffs file usual notice to Defts. to cause an appearance to be entered within fifteen days after service. or file an answer. or bill may be taken pro confesso and a decree made in their absence.
Sheff McCullough B&C		1.50	
		3.60	
Pro Thompson		60	
" "		60	
John Argyle		2.35	Plffs Atty files certificate that Plff. has no adequate remedy at law.
Pro Thompson		60	
Pro Thompson		60	Nov. 1st 1903. The bill of complaint and accompanying affidavits considered and upon the filing of a bond in the sum of $500.00 approved by the Court. it is ordered and decreed that a preliminary injunction issue against the Defts restraining them from further mining and removing pillars and stumps of coal from under the land of Plff as described in the bill This injunction shall be taken to be dissolved unless a motion to continue the same be argued before the Court on Monday Nov. 16th 1903
Pro Thompson		76	
Pro Thompson		4.60	
" R Thmpsn " R.J.		.50	
" By Deft.		1.50	
" R.J.T.		1.25	
Plff Bill Exfeld.		✓ 24.60	
Printing		✓ 9.75	
			By the Court.
			Affidavit of Jacob Offner filed
Sheff McCullough on rule B&C		(11.40)	Bond in the sum of $500.00 filed with Jacob Offner and Isaac Probing surety 3/3 Bond approved
			Nov. 1st 1903 Preliminary injunction issued
Jan 15 1906 Rec'd of Pltf Attys above costs except the following items. Sw Thmpsn 1.50. .60 and Sheff McCullough 11.40. 25 44 fee.			Now, Dec. 3rd 1903 it is ordered that a rule to show cause issue on Cambria Coal Mining Co., E. T. Brubaker, and McCreary, to show cause why an attachment should not issue against them for disobedience of the order of the Court heretofore made in the above case restraining the further mining and removing of pillars and stumps of coal from under the land of the plaintiff, returnable before the court on the 7th day of Dec. 1903, at Clearfield, Pa. at 11 o'clock, a.m.
Chas B Thompson pro. R.J.			By the Court
			Cyrus Gordon P.J.
Rule issued			
			Summons filed
			Dec 3 1903 Petition filed
Dec 18 1900 Opinion			& Decree filed
Defts Demurrer overruled			Ex noted & Bill sealed By the Court.
			Now this 21 Dec 1903 We appear for Defts
			Reeder & Gleason
			Attys
Dec 31 1903 Testimony of Clarence Shaffer filed			

Recd. Jany 20, 1905 $37.35 witness
costs 24.60 Printing 9.75 and on acct
atty 3.00

Dec 31st 1903 Answer filed
Mch 17. 1904 Replication filed
Dec 7 1904 On Equity and list for argued before Hon W D Patton specially
Jany. 10th 1905 Opinion and Decree filed
And now, Jany. 9th 1905 this matter coming on to be heard, and was argued by counsel, and after due consideration, it is ordered, adjudged as follows:
1st That the defendant. the Cambria Mining Co., its agents, servants, employees, be, and are perpetually restrained from mining or removing the subjacent coal, under the land of the plaintiff, without leaving sufficient pillars, or without supplying sufficient artificial props, so as to prevent any further "caving in" or subsidence of the surface, or causing injury to the buildings of the plaintiff, and so also to prevent any further or greater holes, cracks, breaks or creeps in the plaintiff's land.
II That the defendant pay to the plaintiff the sum of Five hundred dollars for the damages sustained by him to Lots Nos. 251 and 252.
III That the Defendant pay the Costs. By the Court
W. D. Patton P.J.
33rd Jud. Dist. Spec. pres.

Jan 19. 1905 Exceptions by dfts to decree of Court. filed
On Right List
Aug 23rd 1905. Final Decree filed
Exceptns overruled except as to amount of damages awarded to reduced from $500 to four hundred dollars and with this exception the decree of Jan 9th 1905 is made final
And now Aug 23rd 1905 By the Court. + 4.00
Rule for Judgment Dec from Jan 9th 1905
Aug 30 1905 Exceptns filed to Plffs Bill of Costs.
Jan 15 1906 Ex to taxation of costs filed.
Mch 22 1906 Decree filed Exceptns overruled.

Now Dec 6. 1906 - plff having heretofore
recd payt in full debt int & costs
judgment is directed satisfied
Gordon & Coulter
Attys for plff.

Continued from page 271

Centre & Clearfield St. Railway Co.
vs
Beech Creek R.R. Co. & N.Y.C. & H.R.R.R. Co.

No. 3 Sept. T. 1903

Third:-That the crossing known as "Crossing at Tower No. 2" shall be at grade. Provided, however, that if track of defendant companies' line heretofore torn out be again put into position and operated, then on request of the defendant companies, or their successors, signals and details satisfactory to defendant companies shall be put in place, and until such change be made no crossing frogs shall be required there, which crossing shall be constructed and maintained by complainant Company.

Fourth. That the crossing near the village of Munsons and designated in clause "c" of the bill shall be an overhead crossing with a clearance opening of the clear width of the present right of way of defendant companies and a clear height of 21 feet above the top of the rails on defendants, road, which crossing shall be constructed and maintained by complainant Company.

Fifth. That the crossing near the Village of Hawk Run and covered by clause "d" of the bill shall be an overhead crossing instead of at grade, with a clearance opening the clear width of the right of way of defendant Companies, except an encroachment of 1½ feet on each side for support of budge, and a clear height of 21 feet above the tops of the rails of defendant companies' road which crossing shall be constructed and maintained by Complainant Company.

Sixth. That the crossing asked for in this bill of Complaint and specified in clause "d" be suspended: provided however, that if at any time in the future the complainant company shall desire to cross defendant companies' tracks at the point designated in the bill, or at any other point contiguous thereto, then and in that event, the crossing shall be an overhead crossing, to be constructed and maintained by the complainant company, with an elevation of 21" feet above the tops of the rails and a clearance opening of the width of defendants right of way as fixed at this date.

Seventh. The legal costs of this proceeding to be paid by the complainant company.

By the Court
Cyrus Gordon P.J

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Dec. Term 1903.

Wm L Gilmyer & Small Co

Nov. 9" " 11

Samuel T Langdon &c
vs
The American Union
Coal Co. Theodore T. Hansen
George B. Thatcher
Joseph A. Baker
James Deithorne
William T. Forsythe
James C Long

Bill in Equity filed Relief prayed for
First That Samuel T Langdon The American Union Coal Co
Theodore T. Hansen. George B Thatcher. Joseph A. Baker
James Deithorne William T. Forsythe & James C. Long
make a full and true discovery as to all the matters
stated in this bill.
Second That said Theodore T Hansen. Geo B Thatcher. Joseph
A Baker James Deithorne and Wm T Forsythe specially
make answer and each of them declare upon his
solemn corporal oath how many shares of stock they now
own or hold in their names in the American Union
Coal Co. and how many shares they have since the
incorporation of said Company up to the date of the
service of this bill transferred by sale or otherwise to
whom said transfers were made and the time when made
Thyird That Samuel T Langdon. American Union Coal Co.
Theodore T. Hansen Geo B Thatcher Joseph A Baker. James
Deithorne Wm T Forsythe & James C Long each for himself &
itself specially upon his corporal oath shall to the best &
uttmost of his knowledge remembrance. information & belief
full. true and direct and perfect answers make not
only to the things and matters set forth in this bill
but in like manner each of them upon his corporal
oath shall make full true direct and perfect answers
to the interrogatories filed therewith

250 Sub Thompson
Ally
250 Sub Thompson
"
"
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150
175
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Received 21 Aug 1903 of
Gilmyer Small Co dy Costs
Grant & Thompson

Sff files usual notice to Defts to cause an appearance
to be entered or an answer filed within fifteen days
from service under penalty of having the bill taken
pro confesso and a decree entered against them in their
absence.

Nov 9. 1903. Let Scire Facias issue sec leg returnable
the Sff. to make known to the defts that they be
and appear on 4th monday of Dec 1903. to answer this
bill and all such interrogatories as shall be propounded
to them or show cause why they should not. and abide
the judgment of the Court in the premises

By the Court.

same day Scire Facias issued

Petition for order for service filed with affidavit attached

Nov 9. 1903 it having been shown to the satisfaction
of the Court. that Samuel T Langdon resides in Phila. That the American Union Coal Co
office and place of business is in Phila and its Superintendent J C Reed resides
in Pittsburg Pa. That Thomas T Hansen. Geo B Thatcher. Joseph A Baker. Wm T.
Forsythe & James C Long either reside in Phila or have their place of
business there and that James Deithorne resides in Huntingdon Pa. and that
none of them have a place of business in Garfield Co

It is therefore ordered that Sff of Gfd Co. shall serve this bill and all
interrogatories filed seperately therewith and a writ of Scire Facias
awarded upon the defendants within the State of Penna. in the City of Phila
or anywhere else wheresoever they may be found By the Court

Nov Dec 18 "1903 appearance entered for
William J. Forsythe James C Long and Jos B Thatcher
"de bene esse" reserving all legal exceptions as to
order of Court, and service, and Jurisdiction.
Dec 18 1903 By paper filed above appearance is entered of Record Brenen & Brennan,

I Edward P. Brennen being duly sworn do depose and say that he served the within and foregoing bill in Equity on W. J. Forsythe personally on the 7 day of Dec. 1903 at his place of business in the city of Philada. and at the same time served on him personally the writ of Scire Facias accompanying said bill in Equity and the interrogatories filed with said Bill giving to said Wm J. Forsythe a true and attested copy of said Bill in Equity said writ of Scire Facias and of said Interrogatories.

do ans. Edward P. Brennen. Deputy Sheriff on oath

I Edward P. Brennan. being duly sworn do depose and say that I served the within and foregoing Bill in Equity on Jos. B. Thatcher personally on the 7th day of Dec. 1903, at his place of business in the City of Philada. and at the same time served on him personally the writ of scire Facias accompanying said bill in equity and the interrogatories filed with said Bill giving to said Jos. B. Thatcher true and attested copies of said bill in equity, said writ of Scire Facias and of said interrogatories.

do ans Edward P. Brennan Deputy Sheriff on oath

I Edward P. Brennan being duly sworn do depose and say that I served the within and foregoing Bill in Equity on James C. Long, Treasurer of American Union Coal Co. at his office and place of business in Room 707, Pennsylvania Building, cor. 15th and Chestnut streets Philada. and being the place of business of Samh P. Langdon, President of said American Union Coal Co. no other office or place of business of said Coal Co. being found on the 27 day of Nov. A.D., 1903 by giving a true and attested copy of the Bill in Equity, and of the Scire Facias, and of the Interrogatories to said James C. Long.

do ans Edward P. Brennan Deputy Sheriff on oath

Dec 21 "1903 Rule granted to show cause why service of Sci Fa writs and Interrogatories should not be set aside &c Ret. next Argt Court.

Issue and service waived by Attorney in rule & petition

On Argt List

Jan 26 "1904 Opinion & Decree filed.

It is ordered & decreed that the order of service of Bill in Equity made 19 of Nov. 1903 authorizing service of said Bill in Equity interrogatories and writ of Scire Facias upon defts John C Long, George B Thatcher, & William J Forsythe in City of Philadelphia & wheresoever they may be found be vacated and that the service upon said three defendants above named made in pursuance of said order be set aside

By the Court.

Carried from page 299

This return should have been to No 8 December T. 1904

No. 5 Sept. T. 1903

I hereby deputize Jacob Mann Esq. to serve this bill with copy of service order attached and copy of Bill filed to No 5 Sept. Term 1903 in Equity in Com. Pleas of Clearfield Co., Pa.

witness my hand this 5th Dec. 1904

James P. Glover Sheriff

as per endorsement for Bill filed

Jacob Mann being duly sworn deposes and says that he served a copy of the original Bill filed in the Court of Common Pleas of Clearfield County to No. 5 Sept. Term 1903 and also copy of Supplemental Bill filed to the same No. and Term, upon the Merchants Trust Company of Philadelphia by handing the said Copies to Charles P. Early Secy. and Treas. of the said Merchants Trust Company at the office thereof at 611-613 Chestnut st. in the City of Philadelphia on Tuesday, December 6. 1904 at 1:30 o'clock P.M.; that he served a copy of the said original Bill and also a copy of said Supplemental Bill on the Security Trust Company of Camden N. J. by handing the same to Joshua E. Borton, President of the said Security Trust Company at its office N.E. cor. of 3rd and Market Sts. Camden N. J. on Wednesday December 7. 1904 at 11.50 o'clock A.M.

No 5 Sept. T. 1903

March 3" 1906 Opinion filed

March 3" 1906 Decree filed

By the Court.

This cause came on to be further heard at this term, and was argued by counsel, and upon consideration thereof, it is ordered, adjudged and decreed as follows, viz:

1st. That the mortgage in the Bill of Complaint mentioned, dated the first day of June. 1893, executed by the Altoona and Philipsburg connecting railroad Company to the Union Trust Co., trustee, and of which Exhibit "A" annexed to the Bill of Complaint is a true copy, is the first lien upon the road, tolls, franchises, estates and premises, and the property real and personal therein mentioned, referred to and described. to the extent of the amount legally due the holders of bonds issued under said mortgage, (unless the tax claims of the State of Penna. are first and prior to said mortgage.) and is effectual, valid and binding thereon to the extent aforesaid; that W. L. Shellenberger, W. S. Lee J.S. Westley, W.J. Heinsling, the Estate of John Loudon, deceased, and the Estate of William Loudon, deceased, holders of fifteen of said bonds, are secured by said mortgage, and are entitled to the benefit of all rights and securities thereby conferred; that O.L. Schoonover, Charles T. Avery, John T. Platt, James A. Passmore and Charles S. Rowland, holders of 241 of said bonds, are entitled to the benefit of all the rights and securities thereby conferred, to the extent of the amount legally due them as holders of said 241 bonds.

2nd That the principal of the bonds owned and held by W. L. Shellenberger, W.S. Lee. J.S. Westley, W.J. Heinsling, the Estate of John Loudon. decd. and the Estate of William Loudon, deceased, is $15.000.00; that on the first day of December, 1905 there were coupons on said fifteen bonds due and unpaid amounting to $9.000.00, that the amount of the principle and interest due to O.L. Schoonover. Charles T. Avery. John T. Platt, James A. Passmore and Charles S. Rowland. is $82. 126. 60; that the total amount of principal and interest due on said fifteen bonds and said 241 bonds, is $ 106. 126. 60;-

3rd That the said Altoona and Philipsburg connecting Railroad Co. to pay to the Union Trust Co., the trustee in said mortgage, the sum of $ 106. 126. 60. on or before the first day of May. 1906.

See next page

No 5 Sept. T. 1903 Continued from page 290

4th That in default of such payment being made on the first day of May, 1906. to the Union Trust Co. trustee in said mortgage, that the said trustee do expose to public sale the railroad, estate, premises and property, real and personal, with the franchises and appurtenances conveyed to said trustee by said mortgage, under such order and reference as to terms and conditions of sale and the distribution of the proceeds thereof, as shall at the expiration of this period be made by this Court on the application of said trustee and its co-plaintiffs;

5th. That the said Altoona and Philipsburg connecting Railroad Co. pay to the Union Trust Co. the further sum of $175.80 with interest thereon from the first day of August, 1899; and that upon such payment and upon the said railroad Company giving to said Trust Co. such indemnity as shall secure said Trust Co. against liability for rights of way damages for which it became security, the said Trust Co. shall deliver to the said Altoona and Philipsburg Connecting Railroad Company the 31 bonds held by the said Union Trust Co.

6th. That the said Altoona and Philipsburg Connecting Railroad Co. shall, in addition to the sum hereinbefore specified for payment, pay to the said Union Trust Co. Trustee the sum of $1000.00 as its reasonable compensation for the management of the trust created by said mortgage; and the said Railroad Company shall also pay to the said Trustee the further sum of $400.00 as reasonable compensation to Attorneys necessarily employed in the management and execution of the said trust.

7th That the said Altoona and Philipsburg Connecting Railroad Company pay all the costs of this proceeding.

Voris Auten
A. L. J. 8th Judicial Dist, specially presiding

14 May 1907 Account of Trustee for proceeds of sale of 24 Aug. 1906 filed
Now 14th May 1907 The above account is confirmed Ni Si and it is ordered that notice be given by publication in Two newspapers published in Clearfield Co that said account will be confirmed absolutely on the 1st Monday of July unless legal cause be shown to the Contrary.

By the Court
Allison O. Smith P.J.

Feby. T. 1904

Nov 2nd L	The Continental Coal Company	Bill in Equity filed Jany. 5th 1904
		Relief Prayed for
Jany 5	1	your orator therefor prays that your Honorable Court will grant it relief as follows:
		First. That upon hearing had, your Honorable Court will order and decree, that the said defendant Railroad Companies and the said H. H. Atterbury, George W. Creighton and E. J. Cleave, shall proceed without further delay forthwith to construct said siding and switching connections, and to give and grant to your orator the same facilities for shipping and transporting its product to market as are furnished to other miners and shippers of bituminous coal on the lines of the said Cambria and Clearfield Division of the Penna. Railroad.
J H Murray	The Pennsylvania Railroad Company and the Cambria and Clearfield Railroad Company, H. H. Atterbury, George W. Creighton and E. J. Cleave	Second:- That upon hearing had your Honorable Court will award against said defendant Companies and against said H. H. Atterbury, George W. Creighton and E. J. Cleave, the damages which the Continental Coal Company has sustained by the refusal to make said siding connections together with the costs of the plaintiff in this behalf sustained,
		Third:- Will make such further order and decree in their behalf as to your honorable Court may seem equitable.

E. A. Michael
Chas. Ed. Liveright
Attys. for Pff.

you are hereby notified and required to cause an appearance to be entered for you in the within named Court, and file an answer hereto within fifteen days after service hereof upon you, and to observe what the Court shall direct. You are also notified that if you fail to enter your appearance and file your answer within thirty days you will be liable to have the Bill taken pro- confesso, and a decree made against you in your absence.

Thomas N. Murray Atty. for Defts

Pro Thompson Old Atty Fee	2.50
" "	.50
" "	1.00
	1.50
Jeff. Stover	3.60
pr Thmpsn	.70
	.60
	1.50
	1.50
	.50
	1.50
	.25
	.53
	1.00

23 Jany. 1904 service accepted for defendants Thomas N. Murray Atty. for Defts
Now Feby. 1st 1904 returned served upon Thomas N. Murray Esq. Atty. for defendants by handing him personally, four true and attested copies thereof.

So. Ans.

James P. Stover Shff.

Feby 22 1904 By paper filed Thos N Murray appears for Defts and directs his appearance to be entered of record
Feby 22 1904 By paper filed the time for filing answer to above Bill in Equity is extended to Mch 19 1904
Mch 15 1904 Demurrer filed
Apr 20 1904 Opinion filed.

Own Oyr List

Demurrer overruled with leave to Defts. to answer within fifteen days after notice of this order.

By the Court

Apr 22 1904 Exceptions to Decree of Court filed
Apr 22 1904 ~~Exceptions~~ Petition filed & leave for filing answer extended to July 1st 1904

Own Oyr List

And now 8 June 1904, this Bill and the Proceedings thereunder discontinued by the Plaintiff, without prejudice.

Krebs & Liveright,
Attys. for Pltff.

Attest
Chas. H. Stumpf
Pr.

May Term 1904

S. V. Wilson	Altoona and Phillipsburg Connecting Railroad Company.	11 Feby. 1904 Bill in Equity filed praying the Court.
		Relief Prayed for
11 Feby.	1	1" That the defendant herein, The Union Trust Company be enjoined from exercising power of sale under the mortgage made by the plaintiff on June 1, 1893. to the defendant, by selling the mortgaged premises on February 23" 1904 or at any other future time.
W.W. & W. Reilly	Union Trust Co.	2" That the defendant, The Union Trust Company, be required by appropriate amendment to the pleadings to proceed with the foreclosure of the said mortgage in the Court of Common Pleas of Clearfield County in the proceedings now pending; or that
Pro Thompson	2.00	3" The said defendant, the Union Trust Company, be required to file an original bill of its own either in the Court of Common Pleas of Clearfield County or elsewhere for the foreclosure of said mortgage, to the end that therein the equities of all creditors may be ascertained and be protected.
" "	.50	4" General relief.
" "	.50	and the plaintiff will ever pray &c
Sheff. Staver	5.00	James N. M. Newlin
Pro Thompson	1.60	For the Plaintiff
" "	.60	you are hereby notified and required, within fifteen days after service hereof on you, to cause an appearance to be entered for you in the Court of Common Pleas, of Clearfield County, to the within Bill of Complaint of the within-named, The Altoona and Phillipsburg Connecting Railroad Company, and to observe what the said Court shall direct. You are also notified that if you fail to comply with the above directions by not entering an appearance in the Prothonotarys office within fifteen days, you will be liable to have the Bill taken Pro Confesso and a decree made against you in your absence.
" "	1.60	Now 12" Feby. 1904 Service accepted for the Union Trust Company the defendant. David L. Krebs
" "	.60	Krebs and Livenght } Atty. for Deft.
Pro Thompson	1.26 (1.25)	J. B. McEnally } per D.L.K.
Remitted on March 1904 of Record Eight 7/100 dollars		Now Feby 12" 1904, I return this Bill in Equity Service accepted for defendant Company by their attorneys, David L. Krebs, Krebs and Livenght and J. B. McEnally, and gave each of them a true and attested copy of the original. So answers
My costs only		James P. Staver Sheriff
Chas A Thompson		11 Feby. 1904 Affidavit and order to examine George Philler a going witness filed
		Now 11" Feby. 1904 in accordance with prayer of within petition Short Rule is granted on 2 days notice to take the Depositions of George Philler on Saturday 13" Feby. 1904 at 11 o'clock and before Wm. M. Cliff N. P. at his office No. 1335 Arch st. in the City of Philadelphia to be read in argument and trial of this case. By the Court
		Allison O. Smith P.J.
		11 Feby. 1904 Injunction Affidavit filed. By the Court
		Feby 19. 1904 By paper filed Krebs & Livenght & J B McEnally appear for Deft.
		Now March 1 1904 this action discontinued, by order of
		J W M Newlin Atty for Plaintiff. Endorsed Received from Wilson with J W M Newlin.

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L. S. # May Term 1904

A.L. Cole — A. L. Butterbaugh — 23rd Feby. 1904 Bill in Equity filed praying the Court

23 Feby — 2 — — Relief Prayed For —

Wm. F. Johnson

1st That said "Exhibits A. B. and C." be declared legal and binding contracts,

2nd That specific performance thereof be decreed, and that said William F. Johnson be directed to make and execute and deliver proper deeds of conveyance conveying to your orator a good and sufficient title to said patent rights in the Dominion of Canada and in the United States of America.

3rd Such other and further relief as may to law and justice appertain.

4th That he have and recover his costs in this behalf expended against the defendant.

A. L. Cole
Solicitor for Plaintiff

Pro Thompson By Co. Atty.	2.00	2.50
Atty.		
Pro Thompson		.50
4 "		1.00
" "		50
Pro Thompson		75

13 Apl 1904 Praecipe of A L Cole A L Butterbaugh Esq. dated Grant & Thompson

you are hereby notified and required to cause an appearance to be entered for you in the within named Court and file your answer to the within bill of complaint within fifteen days after the service hereof on you, and to observe what the Court shall direct. you are also notified that if you fail to enter your appearance and file your answer within fifteen days, you will be liable to have the bill taken Pro. Confesso, and a decree made against you in your absence.

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Continued from page 279

No. 5 Sept. T. 1903

Ni Si Decree

This cause come on to be heard at this term, and was argued by Counsel; and thereupon, upon consideration thereof, it is ordered adjudged and decreed as follows viz:- that the Mortgage in the bill of Complaint mentioned, dated on the first day of June 1893. executed by the Altoona and Philipsburg Connecting Railroad Company, to the Union Trust Company Trustee, and of which exhibit "A" annexed to the bill of Complaint is a true copy, is the first lien upon the railroad tolls, franchises, estates and premises and property real and personal therein mentioned, referred to or described, and is effectual and binding thereon; and that the holders of the bonds secured by said Mortgage, namely, O. L. Schoonover. Chas. G. Avery. James A. Passmore. Chas S. Rowland. John J. Plott. H. L. Stolenberger. H. S. Lee. S. J. Westley, H. J. Heisley, the Administrators of John Lowden and William Lowden according to their respective holdings, are entitled to the benefit of all the rights and securities thereby Confined.

Second: That the principal of the bonds secured by said Mortgage outstanding and unpaid in the hands of bonafide owners, is the sum of $256.000 and that on the first day of December 1903. there were Coupons on the said bonds due and unpaid $110.400.00

Coupons matured June 1st 1904 6.400.00

Face of bonds 256.000.00

Total of $372.850.00

Third; That the said Altoona and Philipsburg Connecting Railroad Company do pay to the Union Trust Company, the Trustee in said Mortgage the sum of $372.850.00 on June 1, 1904.

Fourth: That in default of such payment being made on the 1st day of June 1904. to the Union Trust Company, Trustee in Mortgage, that the trustee do expose to public sale the said railroad, estate, premises, and property, real and personal, with the franchises and appurtenances conveyed to said trustee by said Mortgage, under such order and reference as to terms and conditions of sale and distributions of the proceeds thereof, as shall at the expiration of said period be made by this Court on the application of the said Trustee. that the costs of this proceeding be paid by the Altoona and Philipsburg Connecting Railroad Company.

By the Court

Jno. J. Love P.J.

49th Dist. Specially Presiding

To the foregoing opinion, and answers to requests, and decree, the defendant Excepts, and Bill sealed.

Jno. J. Love P.J. Seal

49th Dist. S.C.

Now April 23. 1904 Copy of Decree mailed to James H. M Newlin same day copy to S. F. Wilson Esq

May 4th 1904 Exceptions of Def't & R.R. Co to ruling of Court filed

On Argt. List

Apr 30 1904 Petition filed, and Rule to show cause why writ of Assistance & Attachment for contempt should not issue. Ret. May 12 1904 at 10 o'clock P.M same day Issue and service waived by Bullitt & Wilson Attys.

On Argt List

May 6 1904 Answer filed

May 21 1904 Decree filed disposing of exceptions & final decree by Judge Jno. J. Love

Decree.

After hearing argument upon the exceptions to the opinion and decree of the Court heretofore filed and upon due consideration thereof the exceptions are overruled and dismissed and affirm the decree nisi except as modified in final decree.

Final Decree.

This cause came on to be heard at this term upon bill answer and testimony taken on trial and upon exceptions to the opinion and decree of the Court and was argued by counsel and thereupon upon consideration thereof it is ordered adjudged and decreed viz:

1st. That the mortgage in the bill of complaint mentioned dated June 1st 1893 executed by A. T. & S. F. R. R. Co. to Union Trust Co. Trustee and to which exhibit A annexed to Bill of Complaint is a true copy is the first lien upon the railroad poles franchises estates and premises and property real and personal therein mentioned referred to or described and is effectual and binding thereon: And that the holders of the bonds secured by said mortgage namely L. Schoonover. Chas L. Avery. John G. Platt. James A. Fassler. Chas H. Woodard W. L. Shellenberger. H. S. Lee. S. J. Keesley H. J. Hemsley the Admrs of John Louden and William Louden according to the respective holdings be entitled to the benefit of all the rights and securities thereby conferred.

2d That the principal of the bonds secured by said bonds mortgage outstanding and unpaid in the hands of bona fide owners is the sum of $256.000 there were coupons in said bonds on Dec 1st 1903 due and unpaid $110.450.00 coupons matured June 1st 1904 $6400.00 Principal of bonds $256.000.00 Total amount of bonds and coupons $372.850.00

3. That the A. T. & S. F. R. R. Co do pay the Union Trust Co. the Trustee in said Mortgage the sum of $372.850.00 on or before July 1st 1904

4. That in default of such payment being on or before July 1st 1904 the Union Trust Co. Trustee in said Mortgage that the Trustee do expose to public sale the said railroad estate premises and property real and personal with the franchises and appurtenances conveyed to said Trustee by said Mortgage under such order and reference as to terms and conditions of sale and distribution of the proceeds thereof as shall at the expiration of said period be made by this Court. or the application of the Trustee: That the cost of this proceeding be paid by the Atchison & Topeka Railroad Co.

By the Court. Jno G. Love. Dist Judge

Copy of Decree mailed Justin McEwen Esq

June 4th 1904 Statement of errors filed

June 6th 1904. Citation from Supreme Court filed Ret. 3rd Monday of April 1905

" " " (Endorsement) We accept service for Union Trust Co. Shellenberger Schumm & Mc

J. B. McEnally Krebs & Lineweaver and A. L. Cole Attys.

June 8th 1904 Application for order fixing bail to act as supersedeas. filed

June 8 1904 Opinion and decree filed in relation to bail as supersedeas. filed

" Deft Co if they desire to supersede the decree heretofore made by Judge Love must give bond with sufficient sureties in double the amount of said order judgment or decree and all costs accrued or likely to accrue conditioned that the appeal be prosecuted with effect and that the appellant will pay all costs and damages awarded by the Appellate Court or legally chargeable against him

By the Court.

June 9th 1904 Inventory filed

Carried to Page 390

May T. 1904

6 and K.	Priscilla Curry	26 April 1904 Bill in Equity filed praying the Court.
26 April	3	Relief Prayed for
	George W. Smith	I" That George W. Smith be decreed a trustee for your orator in an undivided one-fourth interest in said real estate.
		II" That said George W. Smith be required and directed to convey by a good and sufficient deed or conveyance the said one-fourth interest to your orator.
Jno Thompson Atty.	2.50	III. That he pay the costs of this proceeding.
Jno Thompson	3.50	IV. General relief.
"	.50	
"	.50	Cole and Kuntz
"	.50	Solicitors for Peff.
"	2.50	
	1.50	you are hereby notified and required to cause an appearance to be entered for you in the within named Court, and file your answer to the within Bill of Complaint within 15 days after service hereof on you, and to observe what the Court shall direct. You are also notified that if you fail to enter an appearance and file your answer within 15 days. you will be liable to have the Bill taken pro Confesso. and a decree made against you in your absence.
	.60	
Oelcam	1.00	
30 Aug 1904 Pennue of C & Cole Fund 60 Five dollars Cert Thompson Prot'y		
		Now April 26" 1904 I hereby accept service of this bill for George W. Smith, defendant, reserving the right to contest all irregularities and legal exceptions.
		James H. Kelley Atty for Geo. W. Smith
		May. 7. 1904 By paper filed James H Kelley Atty appears for deft.
		May 11. 1904 Answer of Deff filed
		June 20 1904 Replication filed.
		Nov. 1904 Cause tried but not settled By the Court.

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Sept. Term 1904.

1st Sol. Huntingdon & Clearfield Telephone Co. / Thomas Elwood Wall, Warner Hall.

May 14. 1904 Bill in Equity filed
Writ prayed for
1. That an injunction issue preliminary now and to be made perpetual hereafter upon hearing had in that behalf enjoining and restraining the said Thomas Ellwood Wall and Warner Wall. and both of them their agents &c. from cutting down the telephone poles and lines of the Huntingdon & Cl. Telephone Co. as now erected. and constructed along the public highway leading from Tramptan to Bells Landing
II. That your Hon. Court will decree that the erection and construction of said line along said public highway is the legal right of your orator and that not person or persons whatsoever have any right to destroy the same.
III General Relief

Sol Thompson 2.50
Atty 25.00
Sol Printing 20.00
Sol Thompson .50
" .50
" .25
Sh Sheriff .50
Sol Thompson 2.00
" 8.00
" .50
" .25
" .50
" .50
" 1.50
" .60
" 1.50
" 1.00
20.75

same day Sff files usual notice to Deft. requiring an appearance within 30 days under penalty of having bill taken pro confesso.
same day Order of Court filed granting preliminary injunction returnable May 23. 1904 before the Hon. John M. Reed P.J. upon condition that at least five days notice of time and place of hearing be served on Defts together with copy of this notice and the Bill in Equity and also that bond for the sum of $500 be filed with sureties to be approved by the Prothy conditioned to indemnify the defts as required in like cases By the Court.
Aff for Injunction of Wettenmyer filed
Aff for Injunction of Wolf Malin filed
Bond in sum of $500 filed with Clfd Trust Co. surety for injunction. Bond approved.
Writ of Injunction issued
May 14. 1904 Served writ on Thos Ell Wall & Warner Wall by reading and making contents known to & at same time & place handed them copy of Complainants Bill
Sworn Jas. Stover Shff.
May 24. 1904 Amendment to Bill filed
same day Amendment allowed By the Court.
May 23. 1904 Notice of intention to file indemnifying bond and service of same filed
same day Bond in sum of $200 with Clfd Trust Co surety filed
May 23. 1904 Approved nunc pro tunc as of the date
May 14. 1904 when the same was presented to Judge Reed for approval. By the Court. John M. Reed P.J. Exc. pursuing as per endorsement. Sff sworn Issue & praye judgment.
On Argument List.

May 24. 1904 Demurrer filed &c

May 28 1904. Petition filed and rule granted to show cause why an Attachment for Contempt should not issue. Rule granted Ret. 1st June 1904 at 10½ A M
On Arg. List

May 31. 1904 Decree filed as follows. "It is ordered adjudged and decreed that the injunction formerly granted in this case be made perpetual. & It is further ordered Defts pay costs. By the Court. John M. Reed PJ spec. pending

Sept. T. 1904
No. 59
for Costs

Sept. Term 1904.

Wm L.	Abbey C. Hopkins Charles H. McKee		May 28 1904 Bill in Equity filed Relief prayed for. 1 That it be decreed that defendant is not empowered and is without authority to construct a street railway upon the highway on the premises before mentioned 2 That the defendant be enjoined from constructing maintaining or operating a street railway along the highway upon the premises before mentioned 3. General Relief
	2		
C&K.	DuBois Traction Co.		
Ino Thompson		2.50	
Atty			Pltff. files usual notice to Defts to cause an
Ino Thompson		.50	appearance to be filed in 15 days or an answer filed
Shff Staver	J.P.D.	8.50	in 30 days under penalty of having the bill
Ino Thompson		.25	taken pro confesso.
"		1.25	28 May 1904 Leave granted to file this Bill pending
		1.50	the printing thereof. By the Court.
			Printed Bill filed.
Received 6 July 1904 of Wm L. Fountain $2.50/100 Dollars			June 1 1904. Served writ on Defts Co. by handing a true and attested copy of original to Pres't W. J. McCaught President at his office Dep Nat Bank during business hours. Evans Last Staver Shff.
Evans & Thompson			June 6 1904. By paper filed Cole and Kurtz Attys appear for Defts.

Sept Term 1904.

June 13.	Altoona and Philipsburg connecting Railroad Co. and The Pittsburg Johnstown Ebensburg and Eastern Railroad Co.		June 14th 1904. Bill in Equity filed Relief prayed for. 1. That an injunction preliminary now and perpetual hereafter issue commanding that the rail connection of the Plaintiffs and Defendant at Stemmers be immediately repaired and cleared from obstructions by the Defts. and that Defts its servants and employees be restrained from interfering with such track connection or with the use by Plffs of the Philipsburg terminals under the rules regulations and restrictions existing immediately before the breaking of the track connections herein complained of. 2 General relief.
June 14th	3		
	New York Central and Hudson River Railroad Company		
Fee Thompson Atty		2.50	
Fee Thompson		.50	Plff files usual notice to Deft. to cause an appearance to be entered or an answer to be filed within 15 days under penalty of having the bill taken pro confesso.
		.50	
		.25	
		.50	
		2.00	June 14th 1904. upon consideration of Plffs
Fee Shaver		7.50	bill and injunction affidavits filed therewith
Fee Thompson		.25	and Plff having given bond in the sum of
" Expenses	By Deft	6.00	1000 which is approved. It is ordered and
Fee Thompson		.60	decreed that a preliminary injunction issue
"	By Deft	.50	against Deft. commanding it its servants
"	By Deft	.50	and employees to immediately repair the
"		1.60	break in the connection and union of
"	By Deft	.60	tracks of Plff and Deft. lines of railroad at Stemmers
"	By Deft	.75	run C&C Co and to remove all obstructions therefrom
1850 Fee Thompson	By Deft	1.25	and restraining said deft. its servants and employees
Received 10 March 1906 of JO Reed Esq 10/100 dollars balance of my costs only Chas E Thompson			from interfering with the access of Plffs by their engines cars trains both passenger and freight to and use of the Philipsburg terminals of Deft. in C&C Co. under the rules regulations and restrictions as to such access and used in force immediately preceding June 13. 1904. between the parties Plff & Deft. This injunction to be taken as dissolved unless upon hearing and motion to continue the same argued before the Court within 5 days from the date hereof the same is continued By the Court.
			Affidavit of C T Hall filed. Bond in sum of $2000 filed with U S Fid & Guaranty Co as surety. Bond approved Injunction issued June 15 1904 Aff of Fred J Hitler filed " " Aff of Albert Miller filed June 14. 1904 Served on J R Vansyckle an Agt. by copy as appears of Deft Co at Philipsburg June 30 1904 By Paper filed Deborah Stower in both June 30 1904 By Paper filed W E Olmstead appears for Deft. June 30. 1904. By paper filed Murray & Laughlin appear for Deft.

July 1, 1904 Petition and Bond filed by The N. Y C and H. R. R. Co. for the removal of case to Circuit Court of U. S. for the Western Dist of Penna.

July 5. 1904. Order of Court on petition, the within petition and Bond accepted. and it is ordered and directed that the said suit shall be removed to the Circuit Court of the U. S. for the Western Dist of Penna. as within prayed, and that this Court to proceed no further therein.

By the Court
A. O. Smith P. J.

July 1" 1904 Bond filed in the sum of $1000. with A. R. Powell and James Mitchell as sureties

July 5, 1904 Bond and surety approved. By the Court

5" July. 1904 Certified Record made for Defts. Atty.

Sept. Term 1904

K and L. | Nannie Peterson C. M. Heverly, George Davis, Rosie Peterson, George M. Heverly and Joseph Heverly, Trading as the Utahville Coal Company.

14 July 1904 Bill in Equity filed. Relief prayed for

First:- That A. A. Stevens and the Coalport Company be ordered and decreed specifically to perform the covenants and agreements by him and by them to be kept, done and performed under the terms of the written agreement of 22 December, 1900.

Second:- That A.A. Stevens and the Coalport Coal Company be ordered and decreed to permit your orators to use the Stevens side track in the Bill described, for the loading of coal from their, the complainants', tipple.

Third. That your orators be awarded the sum they have suffered in damages by reason of their inability to market their coal.

Fourth. That an order be made for the service of the Bill on A.A. Stevens and the Coalport Coal Company it appearing that the former is a non-resident of Clearfield County, but a resident of the State of Pennsylvania, and that the latter has its place of business at Tyrone, Pa.; and that said services be made at the place of business or dwelling of A.A. Stevens in Tyrone Pa., and at the place of business of the Coalport Coal Company, at the same place, respectively, or elsewhere in the State of Pennsylvania.

Fifth. That your Honorable Court will make and enter such other and further decree in this behalf as may seem fit and proper, and that justice and equity may require.

14 July 4

A.A. Stevens and the Coalport Coal Company

3015105

Cy Thompson By Pfff. 2 50
Pfff July
Pro Thompson By Pfff .50
Pfff Stover (157) JPS. 12.70
Pro Thompson By Pfff .50
Geo Easley JPS (32) 4.40
Pro Thompson By Pfff 1.60
" " By Pfff .60
" " By Pfff 1.60
Pro Thompson By Pfff .60
Pro R B Thompson By Pfff 2.60
" " .60
C M Heverly Sub Pro Thompson 8.40
C M Heverly 7.80

Pro R B J. 1.00
.50
.50
RBJ. Express to Indygrows .50
Pro R B J .50
1.00
Pfff July stenographic 25.
Pfff Sheriff 17.50
Pfff Bell 22.60
Pro Thomp .50
" " 1.50
" " ct .50
1.00
Pfff Bell 24.80
" Printing 10.00

Pfff Sept 26 1904 Rec'd of C M Heverly the sum of Forty dollars covering Pfff's bill of costs which will be immediately paid over to Thompson & Bell.
Sept 26 1904 Rec'd of Thompson & Bell the sum of $63.50.
Oct 4 1904 Rec'd of Thompson & Co. the sum of $11.50 and 16 24. in stamps.
Pfff & Bell

Pfff. files usual notice to Defts. to cause an appearance to be entered or an answer to be filed within 15 days under penalty of having the bill taken pro confesso.

Served July 15" 1904 by giving A.A. Stevens at his office in Tyrone, Blair Co., Pa. a true and attested copy of Bill in Equity and order of Court and made contents known to him and at same time and place on the Coalport Coal Co. by handing A.A. Stevens President, a true and attested Copy of Bill in Equity and order of Court & made contents known to him. and at same time and in same building handed George Stevens Sec. of Coalport Coal Co. a true and attested Copy of Bill in Equity and Order of Court and made contents known to him.

So Does
James C. Stover
Sheriff

July 25" 1904 By paper filed Stevens & Fascue Attys appear for Defts.
Aug 13" Answer of Defts filed
Aug 15" 1904 Replication filed
Sep 7 1905 Case on trial list 2nd week on application of Defts. time to be fixed By the Court.
Sept 23" 1905 Testimony filed
Sept. 23. 1905 - Plaintiffs requests of findings of facts of law filed
" 23 1905 - Defendants requests filed
Oct 4 1905 Testimony taken Sep. 23" 1905 filed
Jan 27. 1906. Opinion & Decree filed.

Janv. 24th 1906, it is hereby ordered, directed and decreed.
1st That the plaintiffs Nannie Paterson, C. M. Severly, George Davis, Rosie Peterson
George M. Severly and Joseph Severly, have specific performance of the agreement
of December 22nd 1900. so far as to give them the right, at their own cost of
building and constructing over the defendants' lands a side track alongside of and
parallel to and on the South side of defendants' side track, extending from
plaintiffs' tipple under defendants' tipple to a point from Two hundred and
fifty to three hundred feet east of defendants' tipple; and that said
plaintiffs shall have the further right of connecting their said side track
with the defendants' side track at some point 250 or more feet beyond
the said defendants tipple.
2nd. That the said plaintiffs shall have the right to extend their drift into the coal of
the Severly tract and mine and take coal from the said Severly tract through
their said drift and tipple. and operate the same as a coal mine.
3rd. That the defendants shall allow the plaintiffs to construct the said side track and
make the connection as above decreed without let or hinderance on the
part of the said defendants.
Fourth. That the costs of this proceeding shall be equally divided between plaintiffs
and Defendants.
By the Court Ellis E. Orvis 4th Jud Dist
Feby 6. 1906. Defts exceptions to Opinion and Decree filed. On Argt List
March 7. 1906 Final Decree filed
The exceptions to Mi Si decree are overruled and decree be affirmed
By the Court.

24 December 1906, received of Robt B. Thompson (920)
"25 atty. fee and "4 on acct of plff's printing bill.
Rhodes & Dwight
Attys.

September T. 1904

1st & 2.	Olanta Coal Mining Company	Aug. 1st 1904 Bill in Equity filed
		Relief Prayed for
1 aug	5	your Orator therefore prays that your Honorable Court will
Olmstead Mc & O L	The Beech Creek Railroad Company and the New York Central & Hudson River Railroad Company, Lessee.	That upon hearing had your Honorable Court will adjudge, order and decree that the said Beech Creek Railroad Company and the said New York Central & Hudson River Railroad Company Lessee thereof shall proceed, without further delay, faithwith to construct such siding and switching connections and to give and grant to your Orator the same facilities for shipping and transporting its product to market as are furnished to other miners and shippers of bituminous coal on its lines.
Pro Thompson Ch (Atty) Deputy	2 50	
" By Def	50	Second. That upon hearing had your Honorable Court will award against the said Beech Creek Railroad Company and the New York Central and Hudson River Railroad Company the damages which it has sustained by the refusal to make said siding and connections, together with the costs of the Plaintiff in this behalf sustained
Sff. Staver By Def & J.I.	3.50	
Pro Thmpsn By Def	1 25	
" By Def	50	
" By Def	50	
" pmd By Def	1.50	
Pro Thompson By Def	1 50	
" " By Def	50	
Pro Thompson By Def	1 50	Third; That your Honorable Court will make such further order and decree in this behalf as to it may seem equitable and right in the premises

Olanta Coal Mining Company

We hereby certify that in our opinion the plaintiff has no adequate remedy at law. Krebs & Liveright
Attys for Pff.

Plaintiff files usual notice to Defendants to cause an appearance to be entered or an answer to be filed within 15 days under penalty of having the Bill taken pro. confesso.

Now Aug. 3. 1904 I return this Sitting in Equity with service accepted by Defendants Attorneys Murray & O'Laughlin and at same time & place handed Mr O'Laughlin one of the firm two true and Attested Copy.

So ans
James P. Staver Shff.

Aug 1st 1904 By paper filed McObmstead, Murray & Laughlin Attys appear for Defts.
Aug 2nd 1904 Petition for removal to U S Court and filed
" " It is ordered that suit be removed to the Circuit Court of United States for Western District of Pa as prayed for same Plaintiff Bond in $1 000 to A.R. Powell & James Mitchell Surety

Sept Term 1904

G & B.	White Oak Coal Co. plaintiff	8th Aug. 1904 Bill in Equity filed.
		Relief Prayed for
9 Aug	6	
	J. C. McAtee, J. S. Ake and E. N. Reed. The Clearfield & Southern Railroad Company. The New York Central & Hudson River Railroad Company, defendants	1st That defendants, their, agents, servants & employees, be restrained by injunction preliminary now, perpetually hereafter, from going upon, plaintiffs siding location in the Township of Bigler, County of Clearfield, Pennsylvania, taking gravel or earth therefrom, and from grading and constructing thereon any line of railroad or other work or improvement.
		2nd – Such further equitable relief as to the Court may seem meet.
		We certify that in our opinion the plaintiff has no adequate remedy at law for the wrongs herein complained of and there has not been time to print this bill.
		Gordon & Boulton
		Solicitors for Pleff.
Pro Thompson	25	
"	.50	
"	1.25	
"	.25	
"	.50	
"	2.00	
Shff Shaw Cr	13.00	
Pro T.	1.00	
"	1.50	
"	1.50	
"	.50	
		Plaintiff files usual notice to Defendants to cause an appearance to be entered, or an answer to be filed within 15 days under penalty of having the Bill taken pro-confesso.
		9 Aug 1904 Affidavits of Clark Aileman and J. E. Kirk and Bond Separately filed
		9 " 1904 Affidavits directed to be filed. By the Court
		9 " 1904 Bond filed in the sum of $1000.00 with E. E. Lawton, Clark Aileman and James E. Kirk as sureties
		9 Aug. 1904 Bond Approved. By the Court
		9 " 1904 Injunction issued
		17 Aug. 1904 Opinion & Decree filed
		Now August 17th 1904, it is hereby ordered and decreed that the injunction granted on August 9th 1904 be dissolved, upon the filing by the Clearfield Southern Railroad Company of a proper bond, duly approved by the Court, in the sum of Three thousand dollars, in favor of the White Oak Coal Company, in the proceedings entered and docketed to No. 459 September Term 1904, and further that the Clearfield Southern Railroad Company pay the legal costs of this injunction proceedings.
		By the Court
		Allison O. Smith P.J.
		Jany. 10th 1906 Settlement filed
Pro R Thompson Sett & Cr. By Deft.	1.50	Now, this 30th Dec. 1905 it is agreed between counsel all parties hereto that the amount of damages suffered by plaintiff by reason of the construction and operation of the said defendant Co's railroad to date hereof is $3500–, which agreement is to have the same effect as an award rendered by persons duly appointed for said amount and not being appealed from. And further as if judgment had been duly entered thereon against the said defendant Co. It is further agreed that the Beech C. E. R.R. Co has succeeded to the property, franchises and interests of the said Clearfield S. R.R. Co. and that this agreement shall accrue to the benefit of and be binding upon the said Beech C. E. R.R. Co. The plaintiff hereby acknowledges receipt in full of said sum of $3500– and hereby releases and discharges the said Clearfield S. R.R. Co and said Beck Creek E. R.R. Co. their successors and assigns forever from all claims, demands, payments of money, right to compensation for or on account of any and all damages, and plaintiff directs satisfaction of the Judgment on said award. Signed by Attorneys

Remitted 2 June 1906 $3.75
RR Co's Stanley Fourth Ward Woodland
Sarah E. Thompson

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September Term 1904

P. F. M. Newlin & F. Wilson Gordon & Boulton	The Altoona & Philipsburg Connecting Railroad Company, and The Pittsburg, Johnstown Ebensburg & Eastern Railroad Company	22 Aug. 1904 Bill in Equity filed Relief Prayed For First: That defendants, their agents, servants and employees be restrained, preliminary now and perpetually hereafter, from breaking the trackage connections heretofore existing between plaintiffs' and defendants' lines of railroad at Philipsburg aforesaid, and from interrupting or interfering with the system of interchange of passengers and freight at Philipsburg station as heretofore devised and in operation between the parties plaintiffs and defendants.
Aug. 22.	7	Second. That the Court by appropriate order and decree enjoin the defendants from changing the location of any connection or union of tracks by agreement or usage between them.
M E Olmstead Wm D L.	The Beech Creek Railroad Company, And the New York Central & Hudson River Railroad Company Lessee.	Third. That the Court by appropriate order and decree compel the defendants to accept freight at all their stations offered for shipment to points on plaintiffs line of railroad, and to restore and put in force and effect through tariff rates
Pro Thompson	2.50	in force between plaintiffs and defendants on June 14, 1904
"	.50	and to continue the accepting and shipping of freight for
"	.50	interchange with plaintiffs as aforesaid, and to continue
"	.50	said through tariff rates upon passenger and freight
Sky Stover Pro Thompson	7.60	traffic until changed by mutual agreement of the parties,
"	1.50	or failing such agreement, then under the same rules and
"	.50	upon as favorable terms as accorded other lines of railroad
"	1.00	connecting with defendants, so that freight and passengers
"	By deft 1.60	be accepted by defendants for interchange with
" record.	By deft R 4.00	plaintiffs without delay or discrimination.
"	By deft R 1.60	Fourth. That the Court will make such further order as
Pro Thompson	By deft R .60	to it may seem fit and as equity may require
1.40		
Pd cost 15th Jan 1906 by J O Reed Seven & 60/100 dollars	Order ex of Mr Cost Only Praecipe for Subpoena	Plaintiffs files usual notice on Defendants to cause an appearance to be entered, or an answer to be filed within 15 days under penalty of having the Bill taken pro. confesso.

Sep 3. 1904 By paper filed M E Olmstead Esq Murray & Laughlin Attys enter and appearance for. Beech Creek Ry. Co.

Sep 8. 1904. By paper filed M E Olmstead Esq Murray & Laughlin Attys. appear for. N Y C & H. R. R. Co.

Aug 27. 1904. Return the within bill in Equity served on deft The New York Central & Hudson River Railroad Co by handing a true and attested copy thereof to J Hill its agent at and then and there in charge of its Clearfield office and depot. The residence of neither its President Secretary Treasurer Cashier Chief Clerk or other executive officer within the County of Clearfield was being ascertained. Sworn & Subscribed Before Me. Jas. Duncan Prothy.

Sep 23. 1904 Petition of. N Y C & H R Ry Co for removal of suit to Circuit Court of the United States for Western District of Penna filed

Sep 23. 1904 Bond in sum of. $1.000 with A R Powell & James Mitchell as sureties filed for removal to U. S. Circuit Court.

Sept 23 1904. The within petition and bond are hereby accepted and it is ordered and directed that said suit shall be removed to the Circuit Court of the United States for the Western District of Penna as prayed for. and that this Court proceed no further therein. By the Court.

Allison O Smith P. J.

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Sept. T. 1904

M+O L.

The Cambria and Clearfield Railway Co. and The Pennsylvania Railroad Co., Lessee

29 August. 1904 Bill in Equity filed praying the Court.

Relief Prayed For

Aug 29

8

The Clearfield and Curwensville Street Railway Company

1st That it may be adjudicated and decreed that the proposed crossings at grade of your orators' tracks by the railway of the defendant at the points named can be reasonably avoided and are hence unnecessary and unlawful.

2nd That an injunction may be issued, preliminary until hearing and perpetual thereafter, against the Clearfield and Curwensville Street Railway Company, defendant aforesaid, its officers, agents, servants, employees and any and all contractors with the said defendant and their employes, restraining them and each and all of them from proceeding to construct the railway of the defendant over the railroad tracks of your orators at the points named, or at any points at grade.

Pro Thompson Atty 2.60

Pro Thompson 1.50

" " .50

" " .50

" " 1.50

3rd Such other and further relief as may be proper in the premises.

And they will ever pray &c.

Plaintiff files usual notice on Defendants to cause an appearance to be entered, or an answer to be filed within 15 days under penalty of having the Bill taken pro-confesso.

Received 26 May 1904 of Penna RR Co $2.50 & $1.00 addl Costs

Grant H Thompson

Notice Aug. 29. 1904 Bill read and considered and preliminary injunction awarded upon plaintiffs filing a bond with approved sureties in the sum of $5000— which injunction will be taken as dissolved unless a motion to continue same be argued within five days from date of service thereof. By the Court

Allison O. Smith P.J.

Now Aug 29th 1904 I accept notice of above order, and also accept service of Bill and Copy.

Roland D Swoope atty for Defts.

Sept 20. 1904. By paper filed Roland D Swoope Esq appears for Defts Co.

Sept 28 1904. Defts answer filed

December Term 1904

G & B.

Thomas C. Kyler

/

Centre & Clearfield Street Railway / Dillen and H. M. Hughes

Pro Thompson Ctf'd 2.50
" Atty " .50
Shff. Staver or 3.50
" " or 8.70
Pro Thompson 2.50
Pro Thompson .75
" 1.25
.50

Pro Thompson

Rec'd 20 March 1905 of Centre & Clearfield St Ry Co Fifty nine & 70/100 dollars being Sheriff Staver + my cost 20 cts and 39 cts Sar Reg or Regatty

Grant & Thompson

14 Sept. 1904 Bill in Equity filed praying the Court.

Relief Prayed For

1" That Defendants, their agents, servants and Employees be restained by injunction preliminary now and perpetual thereafter from further constructing said street Railway through his said farm and from in any manner meddling with the same,

2" That Defendants be required by Decree of your Honorable Court to pay to your Orator the damages sustained by him resulting from the work done by them in the attempted Construction of said Street Railway.

3" That the Court will grant such other and further relief as may to it seem right and proper and as justice and equity may require.

We hereby certify that in our opinion Plaintiff does not have an adequate remedy at law for the wrongs complained of in the foregoing Bill of complaint, and we further certify that we have not had time to print said Bill of Complaint before its presentation. the relief sought being urgent and the rights of Plaintiff likely to be jeopordized by delay.

Gordon & Boulton

Attys for Pff.

Plaintiff files usual notice on Defendants to cause an appearance to be entered or an answer to be filed within 15 days under penalty of having the Bill taken pro confesso and a decree made against them in their absence: Now 14 Sept. 1904 as herein prayed for it is ordered and decreed that an injunction issue against Defendants, their Agents, Servants and employees restraining them from constructing a Street Railway or Trolly line through Plaintiffs farm in Cooper Twp. Clearfield Co. Pa. and from in any manner meddling with the same - Plaintiff to file Bond with approved surety in the sum of One Thousand dollars conditioned to indemnify Defendants for all damages that may be sustained by them by reason of said injunction - The injunction to be taken as dissolved unless a motion to continue the same be argued before the Court on the 19th day of Sept. 1904 at 1.30 o'clock P.M.

By the Court

Allison O. Smith P.J.

14 Sept. 1904 Affidavit of Fred Resshoff and G. T. Chaplin filed
14 Sept. 1904 Bond in the sum of $1000. filed with T. L. Snyder and Thomas C. Kyler as sureties
14 Sept. 1904 Injunction issued

Rec'd Clearfield Pa 29 March 1905 of Defts by check of Grant & Thompson Thirty Nine Dollars balance due per Settlement

Gordon & Boulton
Attys for Pff

Dec. Term 1904

James Nolan vs Michael A. Davidson — Nov. 1. 1904 Bill in Equity filed praying the Court

Relief Prayed For

1 Nov. 2

1st That a partnership existing between John G. Platt and William A. Roadhouse or your orator be deemed.

11.12.1904 Krebs and Zeigler vs John G. Platt

2nd. That the said John G. Platt be required to account for the assets and moneys of the partnership in his hands.

Pro Thompson 20.00 by atty 2.50

" .50

Atty.

Sheriff Staver Cd. by Plff. J.M.M. 6.00

Pro Thompson .50

.60

1.50

3rd That the said John G. Platt be required to pay and account for all coal sold to him by William A. Roadhouse to your orator and which coal was not sold as a part of the partnership business.

Recd of James Nolan Five dollars

Geo. F. Thompson Pro'th

4th. That the said John G. Platt be required to transfer and assign to your orator all the interest by the said Platt at any time had in any of the contracts, mines, mining property and operations, heretofore held by the partnership existing between John G. Platt and William A. Roadhouse.

5th That the said John G. Platt be required to exhibit to your orator all the Contracts, agreements and other papers concerning the coal covered by the Contract made by Steiner heirs with Roadhouse, Shannon and Thomas, and to exhibit full and true accounts and the original entries of said accounts of all transactions of the said partnership and of coal furnished by William A. Roadhouse to said John G. Platt and all checks, vouchers and other papers concerning the said accounts now in possession of said Platt.

6th That the said John G. Platt be required to pay the costs and expenses incurred by your orator in this proceeding.

7th That the Court will grant such other and further relief in the premises as to justice and equity seem proper.

Plaintiff files usual notice on Defendants to cause an appearance to be entered. or an answer to be filed within 15 days under penalty of having the Bill taken pro. confesso. and a decree made against you in your absence

Now Nov. 2. 1904 Service accepted by Defendants J.G. Platt at his place of business in Philipsburg Centre Co. Pa. and at same time and place handed him Copy of Bill.

So answers

James O. Staver

Sheriff

Nov 18 1904 By paper filed G.W. Jurgen Esq. D.L. Krebs appear for Defts

Nov 28 1904 Rule granted to dismiss bill Ret. 2 mnday of Dec 1904

Dec 13 1904 Rule absolute By the Court

Court

G. Platt
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Dec. Term 1904

Johnson Larkin & Rathbone.
Butler, Mellmon
Johnson & Myndersee
R.D. Swoope

3 Nov.

Central Trust Company of New York
Complainant

3

Clearfield Creek Coal Company et al
Samuel J.M. McCarrell as Receiver of the Clearfield Creek Coal Company, John M. Pearce, R. M. Johnston, John Dillen, First National Bank of Huntingdon, First National Bank of Bellefonte, Quaker City National Bank, Berwind-White Coal Mining Company, Mifflin County National Bank, Union Bank of Huntingdon, Osceola Banking Company and Charles N. Trotter
Defendants

3" Nov. 1904 Bill in Equity filed praying the Court.

Relief Prayed For

1" That the said mortgage or deed of trust made by the defendant Clearfield Company to your orator as trustee, dated the 7" day of April, 1892, may be foreclosed.

2" That the lien of said last mentioned mortgage or deed of trust may be decreed and established as a lien upon the property covered thereby, therein mentioned and described, and that the property, premises, rights, privileges and franchises covered by said mortgage or deed of trust last mentioned, and the amount due and unpaid for interest and the amount to become due for principal of said bonds outstanding and secured by said mortgage or deed of trust, may be ascertained and determined.

3" That the lien of said mortgage or deed of trust dated the 7" day of April 1892, and executed by the defendant Clearfield Company to your orator as trustee, may be decreed to be a lien upon the property covered thereby in all respects superior to any lien held or claimed by any of the defendants herein.

4" That in default of the payment of the sums so found to be due upon said bonds outstanding and secured by said mortgage or deed of trust last mentioned, within a time to be limited by the decree of this Honorable Court, it may be decreed that the defendants and each of them and all other persons claiming under them or any of them any interest in said mortgaged property aforesaid, be absolutely barred and foreclosed of and from all rights and equity of redemption of, in and to said mortgaged property, premises and franchises, and every part thereof, and that a sale of the whole of said mortgaged property, premises and franchises in one lot or parcel be ordered in accordance with the law and the practice of this Honorable Court, and that the proceeds resulting from such sale may be applied to the expenses of this suit, to the compensation and disbursements of your orator as trustee in the execution of its trust, and to the payment of the amounts found due or unpaid and also to become due upon the bonds outstanding and secured by said mortgage or deed of trust, and the balance thereof, if any, as the Court may direct, and that the defendant Clearfield Company may be adjudged and directed to pay any amounts which may remain due or

continued on next page

(See Amendment on page 323)

Cro Thompson Atty Cyatty 1105 2.50
" " " 2.50
" " " 1.50
Atty
Cro. Thompson 1.00
" " .50
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Cro Thompson 1.50
" " Cullen .50
Cro R B Thompson By S&S .50
Shff. Staver J.P.S 1.00
Cro Thompson By S&S. .50

Paid to Sept 1904 of Central Trust Co Fountain 60/100 dollars
Walter Eckels Cro Thompson Atty 3.50
Wm Stevens " " .30
J.M. McCarrell printing &c &c 367.40
Cro Thompson " " 178.50
" " add. .50
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Cro Thompson " " Express 139.53
" " .50

7.17.1911 Received of Coat and Walter Eckels $3.50 Rob't B Thompson Cro

Shff Taylor extra cop 24.60
Atty & C Post Stamps
Atty Bell Printing &c
Cro. Thompson

Continued from page 320

payable on said bonds issued under said mortgage or deed of trust and outstanding, whether for principal or interest, after the application towards the payment of the same of the proceeds resulting from said sale.

5 That a receiver or receivers be appointed to take possession of the property premises, assets, rights, privileges and franchises of the defendant Clearfield Company, covered by the mortgage sought to be foreclosed herein, and the earnings and proceeds thereof, with power to operate said property, and with all such power and authority as may be requisite to preserve the same until the sale thereof as the same may be decreed and ordered by this Honorable Court, and to secure the earnings of the said properties to the use of the persons or corporations entitled thereto, and that the entire net revenues of the receivership be paid to such persons or corporations as this Court may adjudge to be entitled to the same.

6 That the defendant Clearfield Company, its and each of its officers, directors and agents and all other persons claiming or pretending to claim under it, and all persons whomsoever may be restrained by injunction of this Honorable Court from interfering with or disposing of said mortgaged property, premises and franchises, or any part or parts thereof or any earnings or proceeds therefrom.

7" That the defendants herein and each of them may answer all and singular the premises, but not under oath, which is hereby expressly waived.

8" That your orator may have such other or further relief in the premises as the nature and circumstances of the case may require and to your Honors seem meet.

May it please your Honors to grant unto your orator not only a writ of injunction conformable to the prayer of this bill, to be issued to the defendants and each of them, but also a writ of subpoena to be directed to each and all of the defendants commanding them and each of them at a certain time and under a certain penalty to be therein specified to be and appear before this Honorable Court then and there to answer the premises, but not under oath, which is hereby expressly waived, and to abide by the order and decree of the Court therein and that such Corporations and individuals may appear herein according to law.

Plaintiff files usual notice on Defendants to cause an appearance to be entered or an answer to be filed within 15 days under penalty of having the Bill taken pro Confesso, and a decree made against them in their absence.

Nov. 3" 1904 Affidavit and order for service on non-resident Defendants!

And now to wit this 24" day of October A.D. 1904 it appearing to the Court that the above entitled action concerns liens, judgments and mortgage upon certain lands situate within the said County of Clearfield and that certain of the defendants named in said Bill of Complaint reside out of the said County of Clearfield as appears not only by the said Bill filed, but also by affidavit herewith presented to the Court setting forth in what place or County said non resident defendants reside or are, or probably may be found, on motion of Roland D. Swoope of Counsel for Complainant, it is hereby ordered that said Bill of Complaint and a copy of this order may be served upon the said non-resident defendants, viz. S. J. M. McCarrell Receiver First National Bank of Huntingdon Pa., First National Bank of Bellefonte Pa. Quaker City National Bank, Berwind White Coal Mining Co.

Continued on next page (322)

Continued from page 321

No 2 Dec. T. 1904

Mifflin Co. National Bank. Union Bank of Huntingdon, and Charles W. Trotter and all other non-resident defendants, where ever said defendants or any of them may be found or may reside. Said defendants so served to have fifteen days from date of service to enter an appearance and thirty days from date of service to file answers.

By the Court
Allison O. Smith P.J.

Nov. 16" 1904. By paper filed S.W. Wilson Esq. appears for John M Pearce & W. Johnston. John Dillon Osceola Banking Co. reserving all legal rights.

Nov. 28" 1904 Petition for Amendment filed See foot note for amendment

Now Nov. 28" 1904, the foregoing petition presented, read and considered and it appearing to the Court that the said amendments prayed for are proper and necessary to be made in order that the said cause may be properly heard, it is therefore ordered and decreed that the said Bill of Complaint be amended, as prayed for.

By the Court
Allison O. Smith P.J.

28 Nov. 1904 J.B. McEnally appears for First Nat. Bank of Huntingdon as per paper filed

Dec 3. 1904 By paper filed S.W. Wilson Atty appears for Osceola Banking Co & Quaker City Nat Bank.

Dec. 5. 1904 By paper filed Murray and O'Loughlin attys appears for Clearfield Creek Coal Company. Saml J. M. McCarrell Receiver.

This bill amended as follows
Your Petitioner therefore asks leave of Court to amend the Caption of Complaint by striking out the name of Charles W. Trotter as one of the defendants, and substituting in place thereof the names of Edgar A. Trotter and the Title Guarantee & Trust Co. of the State of New York executors of Charles W. Trotter, deceased, and by striking out the name of the Title Guarantee & Trust Co. of Brooklyn and substituting in place thereof the names of Edgar A. Trotter and the Title Guarantee & Trust Co. executors of Charles W. Trotter, deceased, and by striking out the name of the Title Guarantee & Trust Co. of Brooklyn and substituting in place thereof the names of Edgar A. Trotter and the Title Guarantee & Trust Co. executors of Charles W. Trotter, deceased, as parties defendant to said action.

William A. Wilson, Jr being first duly sworn, deposes and says that he is over the age of twenty one years. That on the 1st day of December, 1904, he served the bill of complaint herein, together with the petition sworn to November 23" 1904 and order herein dated November 28" 1904, which said order granted the prayer of the petition to amend the bill of complaint by striking out the name of Charles W. Trotter as one of the defendants and substituting Edgar A. Trotter and the Title Guaranty Trust Company of the State of New York, executors of Charles W. Trotter, upon Edgar A. Trotter at No. 161 Warren Street, in the borough of Brooklyn City and State of New York, by delivering to and leaving with said Edgar A. Trotter a copy of said bill of complaint and a certified copy of said petition and order (copies of the papers there served are hereto attached) Deponent further says that on the 1st day of December 1904 he served the said bill of complaint and petition and order upon the Title Guaranty & Trust Company of Brooklyn at No. 175 Remsen Street, in the borough of Brooklyn, City and State of New York, by delivering to and leaving with Frank Bailey, Vice President of said Title Guaranty & Trust Company of Brooklyn, a copy of said bill of complaint and a certified copy of said petition and order. (copies of the papers so served are hereto annexed)

Signed William A. Wilson Jr.

Dec 27" 1904 Demurrer filed on part of Defd Cent Coal Co & Saml J. M. McCarrell Rec. On Argt List.

Jan 16. 1905 By paper filed Johnie Larkin and Rathbone substituted as Plffs Attys

Aug 21" 1905 Opinion and Decree filed

Demurrer overruled and dfts to have 30 days from filing of opinion within which to file answer. By the Court.

18th Sept. 1905 Answer of S. J. M. McCarrel Rec. filed

Oct. 9. 1905. Replication filed

Dec. 28" 1905. Petition filed and permission granted Complainant to take testimony of witnesses who reside beyond limits of Penna to be read in evidence on final of case. upon rule issued. By the Court.
Jan 8" 1906 Def by Atty enters rule to take dep. as per search Book.
June 11" 1906 Petition filed & cause certified as Special By the Court.
June Term 1906 In Equity List
Sep 29" 1906 Testimony filed
Oct. 3." 1906 Respondents reply to Pltffs Brief filed.
May 15" 1908. Decree filed by Hon C D Savidge P.J. specially presiding
There are no disputed facts and but a single question of law, to wit: whether the method of sale provided by the mortgage is exclusive so as to prevent the Court taking jurisdiction and under foreclosure preceedings.

We have carefully examined the authorities and agree with Judge Auten who had this case on demurrer, that the jurisdiction of the Court cannot be ousted by a provision such as contained in this mortgage.

We are therefore constrained to grant the relief prayed for in the bill and decree a sale of the mortgaged property.

Judge Auten in his opinion has discussed the legal question so clearly and comprehensively that it is not worth while to undertake to add to what he has said.

We find the facts and the law specifically as requested by claimants in reqiests filed October 8" 1906, first and second law requests and first to eleventh inclusive requests for findings of fact.

We appoint Hon. S. J. McCarrell, Trustee to make the sale of said lands and direct that he give bond in the sum of twenty thousand dollars, bail to be approved by the Court.

Counsel for plaintiff are directed to prepare a formal decree, the same to embody in its terms together with the usual and customary conditions, those agreed upon at the hour of the hearing. By the Court. C.D. Savidge specially Presiding.
Same day by endoresement an exception is noted and bill sealed for defendants.
May 18" 1908. Testimony filed
October 19" 1908 opinion and decree filed as follows:-

This cause came on to be heard on the 6" day of October 1906 on on the bill of complaint of the complainant, the exhibit attached thereto, the answer of the defendant Samuel J. McCarrell as Receiver of the Clearfield Creek Coal Company, and the replication thereto, and the issues raised by pleadings were duly tried and submitted. Thereafter the Court duly filed its decision in writing in which it granted the application for a decree of sale of the mortgaged property, and directed the submission of a formal decree; in pursuance of which direction this decree is submitted, and after hearing counsel for all parties, and the Court being fully advised in the premises, it is found by the Court and accordingly adjudged and decreed as follows:

First: The Court finds that all and singular the material allegations of the bill of Complaint of the Central Trust Company of New York, the complainant herein are true.

Second:- That the defendant Clearfield Creek Coal Company, hereinafter for brevity called the Clearfield Company, a corporation duly existing pursuant to the laws of Pennsylvania, was duly authorized to execute and deliver the bonds and mortgage set forth in the complaint; that the complainant, Central Trust Company of New York, a corporation organized under the laws of the state of New York, was duly authorized to execute the trust conferred on it by the mortgages set forth in the complaint. That on or about April 9" 1902 the Clearfield Company duly made and executed its bonds for the aggregate par value of the principal of Four hundred thousand dollars ($400,000) as

CONTINUED TO PAGE 336.

December Term 1904

M & O L.

The Clearfield and Mahoning Railway Co. and The Buffalo Rochester & Pittsburg Ry. Co.

10 Nov. 1904 Bill in Equity filed praying the Court.

Relief Prayed For

1" That it may be adjudicated and decreed that the proposed crossing at grade of your orators. tracks by the railway of the defendant at the point named can be reasonably avoided and is. therefore. unnecessary and unlawful.

That an injunction may be issued preliminary until hearing and perpetual thereafter, against the Clearfield and Curwensville Street Railway Company. defendant and its officers. agents servants employees and any and all contractors with the said defendant and their employes, restraining them and each and all of them from proceeding to Construct the railway of the defendant over the tracks of your orators at the point named or at any other point at grade.

3" Such other and further relief as may be proper in the premises.

And they will ever pray &c.

Murray & O'Laughlin
Solicitors for Plaintiff

Nov. 10 Bf

R.D. Swoope

The Clearfield and Curwensville Street Railway Co.

Plaintiff files usual notice on Defendants to cause an appearance to be entered or an answer to be filed within 5 days under penalty of having the Bill taken pro-confesso. and a decree made against them in their absence.

Now Nov. 10" 1904 Bill read and considered and preliminary injunction awarded upon Plaintiffs filing a bond with approved sureties in the sum of $5000.00 which injunction will be taken as dissolved unless a motion to continue same be argued within five days from date of service thereof.

By the Court
Allison O. Smith P.J.

Pro Thompson By B.R.D. 2.50
" " " B.R.D. .50
" " " B.R.D. 1.00
Atty

Pro Thompson By B.R.D. 75
" " By B.R.D. .50
" " By B.R.D. 60.
" " By B.R.D. 60
Pro Thompson By B.R.D. 1.60

Now Nov. 10. 1904 I accept notice of above order and also accept service of Bill by copy.

Roland D. Swoope
Atty. for Defts.

11 Nov. 1904 By paper filed Roland D. Swoope orders his name to be place of record as atty. for Defendant Company.

8" Dec. 1904 Defendants Answer filed

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December Term 1904

Eq'd A	The DuBois Brewing Co.	15 Nov. 1904 Bill in Equity filed praying the Court!
15 Nov.	5	Relief Prayed For
	The Borough of DuBois	1" That the Borough of DuBois be restrained and enjoined from collecting any bills now claimed to be due or hereafter to accrue against the DuBois Brewing Company at a greater rate than three (3) cents per thousand gallons.
	Pro Thompson (596) 2.50	2" That it be further restrained and enjoined
	Atty	from cutting of your orators supply of Water
	Pro Thompson (596) 1.50	pending this litigation
	Shff. Stover (254) 8.40	3" General relief.
	Pro Thompson (596) 70	Cole & Kunz
	" " " 60	Solicitors for Pff.
	Pro P B Thompson 1.60	Plaintiff files usual notice on Defendant to cause an appearance to be entered or an answer to be filed within 15 days under penalty of having the Bill taken pro-confesso and a decree made against them in their absence.
		Dec 7 1904 Demurrer filed. On Argt List
		Nov. 18" 1904 Served by giving a true and attested Copy to D. S. Heron Burgess of DuBois Borough and making contents known to him. So ans
		James P. Stover Shff.
		Demurrer sustained By the Court.

Received 27 March 1906 of
P B Thompson Six & 70/100 dollars
in full
Grant & Thompson

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Dec T. 1904

Fielding

Dec. 1

J.J. Rediniger. Plaintiff

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Charles Ricketts Defendant

Pro Thompson by atty 2.50
Atty. 10.
Sh'ff. Staver 7.00
Pro Thompson 1.00
" 60
" 1.50
Pro Thompson 1.20
" R Thompson 1.25
Entering 60
Pro R. Thompson 1.00
Atty "docket fee" .75
Atty " " 3.00

1 Dec. 1904 Bill in Equity filed praying the Court,

Relief Prayed For

First. That the said Charles Ricketts be required to exhibit to your Orator, his agent or Attorney, at such time and place as the Court may direct, the said contract hereinbefore described, and permit the same to be copied, so that your Orator may be enabled to prosecute his contemplated action at law in your said Court.

Second. That your honorable Court shall make such further order, directing the safe custody and keeping of said Contract, as may seem right and proper under the circumstances.

Third. That the said Charles Ricketts may be ordered and decreed to pay the reasonable costs and expenses incured by your orator in instituting and prosecuting these proceedings.

Fourth. That your Orator may have such other and further relief as to the said Court equity and justice may seem to require.

Plaintiff files usual notice on Defendant to cause an appearance to be entered or an answer to be filed within 15 days under penalty of having the Bill taken pro confesso and a decree made against him in his absence.

(Fi Fa No 49. Sept T. 1905)

Now Dec. 5" 1904 served the within Bill in Equity by handing a True and Attested Copy to an adult member of his family and making contents known to her.

So answers
James S. Staver Shff.

12" Dec. 1904 By paper filed Bell & Sartswick attys. appears for Charles Ricketts

Dec 14" 1904 Rule granted on Plff to show cause why Bill should not be dismissed By the Court.

Dec. 15" 1904 Service accepted by Plff Atty as per endorsement.
Orr Agr Lyt.

Dec 16" 1904 Answer filed

Dec. 22" 1904 Rule discharged By The Court.

Jby 1" 1905 On motion of Plff. Atty. A decree pro confesso is entered in above case for want of an answer within thirty days after service as per Rules of Equity Court.
Clerk Jby 1" 1905

Decree Pro Confesso
Roll B Thompson Pro.

Decree filed as follows:-

And now, April 4" 1905. this case come on to be argued in our said Court. Plaintiff and Defendant being by their respective attorneys present, whereupon it is ordered, adjudged and decreed as follows:-

First:- Final decree is hereby entered upon the bill taken pro-confesso. Second:- The said defendant, Charles Ricketts, is hereby ordered and adjudged liable, and is directed to pay the costs of this proceeding, to wit:- To Plaintiff's counsel for preparing said bills $10.00 and to pay the Plaintiff the expense of printing bill 6.00 to pay to Sheriff

J. O. Staver his costs. 7;°° and in like manner the Defendant is ordered to pay to Robt. B. Thompson, Prothonotary, the Prothonotary's costs in this case.

Third: It is further ordered, adjudged and decreed that the articles of agreement mentioned in said bill shall be deposited in the hands of Messrs. Bell & Hartswick, Solicitors, until the determination of the litigation involving said agreement, where all parties interested may at all reasonable times have access to said agreement.

By the Court
Allison O. Smith
P.J.

21 June 1905 By paper filed. Bill taken pro confesso. and decree made. directing defendant, Charles Ricketts. to pay the costs of record, as taxed by the Court.

Now June 20th 1905 it appearing to the Court that the said Deft. Charles Ricketts, has neglected or refused to pay the costs in this Case, after due notice, a writ of execution is hereby awarded directed and issued to the Sheriff of Clearfield County in due form, to levy and collect from the goods and Chattels of the said Charles Ricketts. the record costs in this Case as taxed by the Court, as well as the costs of said writ of Fire Facias, which is directed to be made returnable at next term, according to law

By the Court
Allison O. Smith
P.J.

Fi Fa No 49 Sept. T. 1905

Dec. T. 1904

W. A. Hagerty Sand H.

Daniel Starr

5" Dec. 1904 Bill in Equity filed praying the Court.

5 Dec

7

Relief Prayed For

No 2.

Peter Erhard

First. That a reconveyance of the said lands by the said Peter Erhard to your Orator be decreed.

Second; That the said conveyance by your Orator to the said Peter Erhard, recorded in Deed Book 92 at page 134, be decreed to be a mortgage, and that satisfaction thereof be decreed upon payment of the money due and owing by your Orator to said Peter Erhard.

Third; That the said Peter Erhard be required to pay the costs and expenses incurred by your Orator in this proceeding.

Fourth. That the Court will grant such other and further relief in the premises as to justice and equity seem proper.

Plaintiff files usual notice on Defendant to cause an appearance to be entered or an answer to be filed within 15 days under penalty of having the Bill taken Pro. Confesso and a decree made against him in his absence.

This 2" Janv. 1905 it appearing to the court that the defendant Peter Erhard resides or probably may be found at Tama, Iowa, and that service of this Bill in Equity may be made upon him by the sheriff of County Iowa and that the service may be authenticated by the oath of the said sheriff taken before one of the Courts of said County. It is ordered that the subpoena and Bill in Equity and the rule endorsed thereon with a copy of this order be served upon the said Peter Erhard by the Sheriff of County Iowa and that the said service shall be authenticated by the return of the said Sheriff sworn to by him before the Clerk of a Court having civil jurisdiction in said County. And it is further ordered that appearance shall be entered and answer filed by the said defendant within 60 days after the said service and that the subpoena in this case shall be made returnable on the first Monday of March A.D. 1905.

By the Court

May 1. 1905 It appearing to the Court that defts Peter Erhard resides out of Penna and probably will be found at Tama Iowa and that service of this Bill in Equity may be made on him by Sheff of Tama Iowa. and that service may be authenticated by the oath of said Sheff. taken before one of the Courts of said County It is ordered that the Subpoena & Bill in Equity & the rule endorsed thereon with a copy of this order be served upon said Peter Erhard by the Sheff of Tama Iowa and that the said service shall be authenticated by the return of said Sheff. sworn to by him before the Clerk of the Court having civil jurisdiction in said Co. And it further ordered That appearance shall be entered and answer filed within 60 days by the said defts. after said service and that the subpoena in this case shall be made returnable on the first monday of June 1905

By the Court.

Certificate issued

S. W. V. Vest. the duly qualified and acting Sheriff of Tama County, Iowa, hereby certify that I received the within notice of suit in the case of Daniel Starr vs Peter Erhard, at ten o'clock A. M. on the 10" day of May A.D. 1905; that thereupon I made a careful and diligent search throughout this county. and exhausted inquiry for the defendant named herein, to wit. Peter Erhard. and that I was unable to find the person of said Peter Erhard or to secure any information regarding him.

Dated at Toledo. Iowa. this 7" day of June A.D. 1905.

W. V. Vest.
Sheriff of Tama County. Iowa.

Pro Thompson Atty 2.50
" " Pyatt 1.50
Atty.
Pro Thompson 1.00
" " 50
Pro Thompson 50
Bd H. fees paid in Dava. Co 2.13
D. J. Bell Sh'f Blair Co 4.25
In Thompson 1.00
Dis 50

Nov 10 1905 Rec'd of Geo R Taylor. 12.88 above costs as taxed
Roll B Thompson Pro.
R.B.T.

Aug 17" 1905 Served Bill in Equity with rule attached on defdt Peter Erhard by reading & handing to him a true and attested copy thereof. Jno. D. Bell Shff.

Aug 21. 1905 By paper filed. Krebs & Linenfelter Attys. appear for Defendant.

Aug 31" 1905 Demurrer filed. On Argt List

Now Aug. 16" 1905 it appearing to the Court that Peter Erhard can not be found within the jurisdiction of the Court, and that proceeding in this case concern land situate in Clearfield County. And it further appearing that service may be made upon said Peter Erhard at Altoona, Penna. it is ordered that the service of the bill in this case may be made upon the said Peter Erhard at Altoona, Penna. by the Sheriff of Blair County Penna. and it is further ordered that copy of this order be served with said bill. And it is further ordered that appearance shall be entered by the defendant within 15 days after service thereof and answer filed within 30 days after service thereof by the said Peter Erhard in default of which judgment by default may be entered against him, and that the process be returnable on first Monday of Sept. next. By the Court.

Aug 21" 1905 Printed copy of Demurrer filed
Settled. By the Court.

December Term 1904

A and L.	The Union Trust Company. Trustee	5 Dec. 1904 Bill in Equity filed praying the Court
	&	Relief Prayed For
5 Dec	Samuel P. Langdon. the Security Trust Company, a Corporation, Merchants Trust Co a corporation & Frank W. Felch. The Altoona & Philipsburg Connecting Railroad Company, The Pittsburg, Ebensburg & Eastern Railroad Company. The First National Bank of Philadelphia, Pennsylvania, & Chas. F. Kline Defendants	1st. That the Security Trust Company of Camden, New Jersey, as Trustee under the car trust certificates dated the 8th day of March 1900, and the first day of June 1900, be required to file an answer under oath to the Bill and to set out in their answer how many certificates were certified by it as Trustee under and in pursuance of each of said car trust agreements; and when and to whom said car trust certificates were delivered; and when and to whom any of said car trust certificates were sold; and when and by whom demand has been made for the payment of any interest coupons or principal sums of said car trust certificates upon it as Trustee; and what notice, if any has been given to it by any person or persons not to proceed to seize the cars covered by said car trust agreements to secure the payment of said certificates.
See Amendment		2nd. That the Merchants Trust Company, as Trustee, be required to file an answer under oath to this Bill and to set out in its answer how many certificates were certified by it under the car trust agreement dated the 2nd day of February 1903, and to whom the same were delivered; and to set out and to also make answer whether or not the same are not now in the possession of Samuel P. Langdon.
	Pro Thompson Chf Dep Atty 2.50	
	Pro Thompson .50	
	" " 1.00	
	" " 1.50	
	" " .50	
	" " .60	
	" " 1.00	
	" " .75	
	" " 1.60	
	Pro Thompson .60	
	R B Thmpsn .50	
	" " .50	
	" " .50	
	" " .50	
	" " 1.50	
	" " .50	
	" " 1.50	
	" " 1.50	
	" " 1.

Continued from page 332

5th. That the First National Bank of Philadelphia, in like manner, be required to produce before your Honorable Court any and all car trust certificates now held or owned by it, either as collateral or absolutely, and which were issued under the car trust agreement of the first of June 1893, and that the rights of the said First National Bank to any of said rolling stock be definitely ascertained and determined.

6th That Dr Charles F. Himes be required to produce before your Honorable Court any and all bonds which he claims to own, as a bona-fide purchaser for value, issued under the mortgage of the 1st. June 1893, and establish his rights thereto, and his right to have the final decree entered in No. 5 September Term 1903, so far modified and enlarged so as to include the bonds held and owned by him.

7th That your Orator be permitted to file this Supplementary Bill, and that your Honorable Court will grant such other and further relief as you may deem necessary in aid of the final decree entered in No. 5 September Term 1903, in the Common Pleas of Clearfield County, in Equity to ascertain and determine the rights of each and every person or persons, whether acting as Trustee or claiming under an individual right, to any of the bonds of the Altoona and Philipsburg Connecting Railroad Company as well as to any rights growing out of said several car trust certificates and such other and further relief as the equities of the various parties may require.

8th General relief.

Plaintiff files usual notice on Defendants to cause an appearance to be entered or an answer to be filed within 15 days under penalty of having the Bill taken pro-confesso and a decree made against them in their absence.

5th Dec. 1904 Order of Service filed

Now 5th December 1904, it is adjudged, ordered and decreed that service be made upon the President, Secretary or other chief officer of the Security Trust Company of Camden, New Jersey, at their office or place of business in the City of Camden, of a copy of the original bill filed to No. 5 September Term 1903 and also a copy of this supplemental bill filed by leave of Court; and that service be made upon the Merchants Trust Company of Philadelphia, also upon the First National Bank of Philadelphia, in the City of Philadelphia or elsewhere, upon the President, Secretary or other Chief officer of said Corporations, by handing to them a copy of the original bill filed to No. 5 September Term 1903. together with a copy of this supplemental bill; that service be made upon Frank H. Felch in Philadelphia or elsewhere within the state of Pennsylvania wherever he may be found, and if not found in the State of Pennsylvania outside of the State wheresoever he may be found, and if he cannot be found that a copy of this bill, with the bill in No. 5 September Term 1903 be served on Edwald D. McLaughlin, his Attorney, at No. 133 South twelfth street, Philadelphia; and that a copy of this supplemental bill be served upon Samuel P. Longdon at his office or place of business in the City of Philadelphia. viz; Room 701 Penna. Building, or if not found, upon any person in charge of said room, and if such service cannot be made then upon his Counsel of record in No. 5 September Term 1903, and that service of this supplemental bill, with copy of original bill to No. 5 Sept. Term 1903, be served upon Dr Charles F. Himes of Carlisle, in the County of Cumberland, Pa. service as aforesaid to be made on or before the first Monday of Jany next

By the Court
Allison O. Smith P.J.

5th Dec 1904 affidavit of non residents of County filed

Continued from page 333

No. 8 Dec. T. 1904

I hereby deputize Jacob Mann Esq. to serve this bill with copy of service order attached and copy of bill filed to No 5 Sept. Term 1903 in Equity in Com. Pleas of Clearfield Co. Pa.

Witness my hand this 5 Dec. 1904

James P. Stover Sheriff.

As per endorsement on Bill

Jacob Mann being duly sworn deposes and says that he served a copy of the original Bill filed in the Court of Common Pleas of Clearfield County No. 5 Sept. Term 1903 and also a copy of supplemental Bill filed to the same No. and Term, upon the Merchants Trust Company of Philadelphia by handing the said Copies to Charles P. Early, Secy. and Treas. of the said Merchants Trust Company at the office thereof at 611-613 Chestnut st. in the City of Philadelphia, on Tuesday, December 6. 1904 at 1:30 o'clock P.M.; - That he served a copy of the said original Bill and also a copy of said supplemental Bill on the Security Trust Company of Camden N.J. by handing the same to Joshua E. Borton, President of the said Security Trust Company at its office N.E. cor. of 3rd and Market sts.; Camden N.J. on Wednesday December 7. 1904 at 11.50 o'clock A.M. That he served a copy of the original Bill and also a copy of the said supplemental Bill on Edward D. McLaughlin Attorney for Frank N. Felch, by handing the same to him at his office at #133 So. 12 St. Philadelphia, Tuesday December 6. 1904 at 3 o'clock P.M. that before making said service upon the said Edward D. McLaughlin, deponent asked the said Edward D. McLaughlin where the said Frank N. Felch could be found, and the said Edward D. McLaughlin refused to inform deponant.

Signed (Jacob Mann on oath

6 Dec. 1904 By endorsement on Bill J.S. Williams Esq. of #911 Girard Bldg. Philada. accepts service for Dr. Charles F. Hines.

27 Dec. 1904 By paper filed Gordon & Boulton appear for Security Trust Company of Camden New Jersey, & the Merchants Trust Co deft.

Jan 31. 1905 Answer of Security Trust Co filed

Jan 31. 1905 Answer of Merchants Trust Co filed.

Sept. 24. 1906 Stipulation filed as follows: to wit:-

Now Sept. 24" 1906. It is hereby stipulated and agreed, that the title to the Coal Cons now in use on the A. & P. C. Railroad and claimed by the Security Trust and Safe Deposit Co. and the Merchants Trust Company, under certain Cor trust agreements, to have been leased to the P.J. E & E. Railroad Company, shall not in any wise effected by the delivery of the possession thereof to the purchaser of the A. & P. C. Railroad at the sale made the 24th August 1906, by virtue of a Writ of Assistance this day issued and directing the Sheriff to deliver possession to said purchaser of said railroad and its property, nor shall the same be taken to effect the trial of said title in the Supplemental Bill above recited, in the burden of proof or method of making proof of title thereto. The number of Cons effected by this stipulation being the cons mentioned in the affidavit filed in No. 5 Sept. T. 1903, in Equity and being 275, more or less, in number, and the purchaser, David L. Krebs, to be made a party complainant in said Supplemental Bill.

David L. Krebs for self
and Atty for Union Trust Co. Trustee

Gordon & Boulton Attys for Security Trust and Safe Dep Co. of Camden N.J.
Merchants Trust Co. Philadelphia

May 17." 1907. Replication filed
June T. 1907. On Equity List, at issue
May 17" 1907. Petition filed with Decree attached as follows.

And now, 17 May 1907. Petition presented and read, and thereupon a Rule is granted on the Pennsylvania Railroad Company and W. N. Ernest, Esq., Receiver of the P. J. C. & C. R. R. Co., to show cause why they should not be made parties to the record in the above Supplementary Bill to No. 8 December Term 1904. Rule returnable first Monday of June 1907.

And it is further ordered that pending the determination of said Rule to show cause and the proceedings in said supplementary Bill No. 8 December Term 1904, that the Pennsylvania Railroad Company be and is hereby enjoined from delivering the railroad cars marked P. J. C. & C. R. R. Co., to the Oak Ridge Coal & Coke Company or to any other persons, firms or corporations upon the orders of Samuel P. Langdon individually or as President of the P. J. C. & C. R. R. Co., and are hereby required to deliver all of said cars on the main line or any of the branch lines of the said Pennsylvania Railroad Company to the point of exchange or intersection with the A. & P. C. R. R. at or near Steiners, in the County of Clearfield, Pa. The above rule and order to be served on R. M. Patterson, Superintendent of Freight Transportation and J. N. Johnson, Superintendent of T. & C. Division, and the rule to show cause on W. N. Ernest, Receiver.

By the Court,
Allison O. Smith P. J.

Endorsements on decree.

May 17" 1907. Service accepted.
Murray & O'Laughlin,
Solicitors for Penna. R. R. Co.

Now May 17" 1907. Service of the rule to show cause accepted.
Guy N. Davis & W. I. Swoope,
Attys for W. N. Ernest,
Receiver etc.

On Arg List

June 1" 1907 Answer of W N Ernest Rec of P J C & C R R Co filed
June 1" 1907 Demurrer filed by P J C & C R R Co to Bill & Pet & rule of May 17" 1907.
June 4. 1907 Printed copies of Demurrer filed
June 4" 1907 Petition of D L Kubs to be made a party co plff to suit filed
" " " Petition read and it is ordered that petitioner be named as party Co plaintiff in above cause By the Court.
Jan 15" 1908 Rule discharged and demurrer case continued and not to be put on list again until further order By the Court.
Aug 1st 1910, Petition of P & S. V. R. R. to be made Co-plaintiff, and Order of Court filed.
Aug 1" 1910, Petition read and it is ordered that the petitioner, Phillipsburg and Susquehanna Valley Railroad be named as a party Co-Plaintiff in the above cause, By the Court.

 CONTINUED FROM PAGE 323.

set forth in the complaint, and said bonds were thereafter duly sold and delivered to various individuals and corporations. That for the purpose of securing payment of the bonds thus issued, said Clearfield Company duly made, executed and delivered to Central Trust Company of New York its mortgage or deed of trust dated April 9," 1902 which mortgage was recorded as set forth in the bill of complaint.

Third: That the said Four hundred thousand dollars of bonds issued and outstanding as aforesaid, forty-seven thousand dollars ($47,000) par value thereof with all unpaid coupons have been surrendered and cancelled; and that there remains of said bonds Three hundred and fifty-three thousand dollars ($353,000) par value now outstanding in the hands of the holders for value. That on January 1," 1898 the Clearfield Company made default in the installment of interest on said Three hundred and fifty-three thousand dollars ($353,000) par value of bonds, and such default has continued until the present time. That due demand was made for the payment of such instalment of interest, which was refused. That thereafter similar default was made by the defendant Clearfield Company upon the various instalments of interest upon the said bonds which fell due of July 1," 1898, January 1899, July 1, 1899, January 1, 1900, July 1, 1900, January 1, 1901, July 1, 1901, January 1, 1902, July 1, 1902, January 1, 1903, July 1, 1903, January 1, 1904, July 1, 1904, January 1, 1904, July 1, 1904, January 1, 1905, July 1, 1905, January 1, 1906, July 1, 1906, January 1, 1907, July 1, 1907, January 1, 1908.

That no portion of said installments of interest has been paid by or on behalf of the defendant Clearfield Beek Coal Company, except the following payments which have been made to the complainant by the defendant Samuel J. M. McCarrell as receiver of said Clearfield Company, to wit

December 28," 1905	$2,000.\
January 4," 1907	1,200.\
September 16," 1907	750.\

That payment of some portion of said instalments of interest were duly demanded and refused, and each of said instalments amounts to the sum of Eight thousand eight hundred and twenty-five dollars. ($8,825.\)

Fourth: In and by said mortgage it is provided in case of any sale of the mortgaged premises on account of default in the payment of the interest secured thereby, the principal of the bonds outstanding thereunder shall forthwith become due and payable.

Fifth: There is now due, payable and owing from the defendant Clearfield Company on the date of this decree for interest on said bonds secured by said mortgage or deed of trust of said defendant Clearfield Company to the complainant, the following instalments of semi-annual interest maturing January 1, 1898 to January 1, 1908 inclusive, making twenty instalments in all:

		176,500.\
Less the following payments made to the complainant:		
December 28," 1905	$2,000.\	
January 4," 1907	1,200.\	
September 16," 1907	750.\	3,950.\
Balance due January 1," 1908,		$172,550.\
Interest on the principal amount of said bond of $353,000.\ from January 1, 1908 to the date of this decree		15,979.10
Total		$188,529.10

Sixth: That the defendant Bearfield Company is insolvent and wholly unable to pay its debts and obligations and its affairs are in an embarassed condition.

It is therefore Considered, Ordered, Adjudged and Decreed as follows:

1. Said mortgage or deed of trust of the defendant Bearfield Creek Coal Company dated April 9," 1892 is a valid and subsisting lien upon the property, premises and franchises hereinafter described, and directed to be sold to secure the payment of the said bonds and coupons issued in pursuance of the terms of said mortgage or deed of trust and now outstanding, and the amount found and decreed to be due thereon, to wit, the sum of Five hundred forty-two thousand, three hundred twenty-nine 9/00 dollars and the interest thereon from the date of this decree, October 17," 1908.

2. The defendant Bearfield Creek Coal Company shall pay within ten days after the entry of this decree, or cause to be paid unto the Clerk of this Court, for the use and benefit of the holders of the outstanding bonds and coupons of the defendant Bearfield Company secured by said mortgage the sum of one hundred eighty-eight thousand five hundred and twenty nine and 9/00 dollars with interest thereon as aforesaid to the date of payment, being the sum now due and unpaid by the defendant Bearfield Company and secured by said mortgage or deed of trust, together with an amount sufficient to pay the expenses of this action, including counsel fees. If the above payment shall be made any of the parties hereto may apply to this court for such further direction as may be just and equitable.

In dfault of such payment within the time directed as aforesaid, the premises, property and franchises herein adjudged to be subject to said mortgage or deed of Trust and hereinafter described, shall be sold as hereinafter directed, and all the right, title interest and equity of redemption of the defendant Bearfield Creek Coal Company, and of all the defendants hereto, and of the complainant Central Trust Company of New York as Trustee under the said mortgage or deed of trust and of all persons claiming under them, or either of them, of, in or to said property, and every part thereof, shall be forever barred and foreclosed.

That pursuant to the provision of the said mortgage or deed of trust dated April 9," 1892 upon any sale of the mortgaged property and premises, the principal of the outstanding bonds, to wit: Three hundred fifty-three thousand dollars ($353,000) shall forthwith become and be at once due and payable.

3. Such sale shall be made without valuation, appraisment, redemption or extention and shall be made by and under the direction of Samuel J. M. McFarrell, who is hereby appointed a special master for that purpose, and who is directed to make and conduct said sale and to execute a deed or deeds of conveyance or assignment and transfer of the property sold to the purchaser or purchasers thereof or to his or their assigns, upon an order of this Court confirming such sale and upon payment or settlement of the purchase price bid as hereinafter provided.

The said sale shall be made at the Court House in the borough of Clearfield, Pa., at 1 o'clock p m. on Thursday December 17," 1908 unless date is changed upon further order of the Court. A notice of the time, place and terms of said sale, describing the property to be sold and referring to this decree, shall be published at least once a week until the date of such sale in the following newspapers of general circulation published in the

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following newspapers of general circulation published in the County of Clearfield:- Clearfield Republican of Clearfield, Pa., Curwensville Mountaineer of Curwensville, Pa, and the Coal Trade Journal of New York.

The Special Master shall at the request of the complainants solicitors adjourn or pospone said sale and may, without further notice proceed with sale on any day to which the same may have been adjourned, or he may give such further notice of sale in addition to the notice above described, or any adjournment thereof, as complainant's solicitors may request.

The mortgaged premises, property and franchises shall be sold subject to the lien of any and all the taxes and assessments levied or assessed against the same, or any part thereof, which are or may be charged upon the mortgaged property and premises or any part or portion thereof prior in lien to the lien of the aforesaid mortgage or deed of trust, also subject to all leases made by the company or the defendants receiver which shall have been in force at the date of the filing of the opinion of the Court granting the prayer of the bill herein, to wit, May 15, 1908. The purchaser shall have the right of an assignment from said lessors of such leases as of the date of delivery of the deed.

4. The mortgaged property, premises and franchises hereinafter described shall be first offered for sale in three separate parcels, hereinafter designated as Parcels A, B and C.

Parcel A being known as the Pine Run Land, consists of the following warrants: Moore Wharton, George Eddy, Sarah Ward, George Ashton, John McConnell, John Dorsey, Isaac Wampole and James McNeil, aggregating approximately 2,679 acres.

Parcel B being known as the Jaynesville lands, consists of the following warrants; John Moore, two Conrad lots, a Barber tract, the Getz tract and Jeremiah Mosher Tract, consisting of approximately 1,032 acres an 14 perches.

Parcel C being known as the Chesterfield lands, consisting of the following warrants: Schoff, two John Mails tracts, Tonty tract, J. M and J. W. Smith tract, Philip and John Miencope tract, the John Messersmith tract, the John and Elizabeth Brown tract, one-half of the J. Mosher tract and the H. B. Wright tract, aggregating approximately 1,667 acres and 25 rods; the total of parcels A. B and C aggregating 5,478 acres and 39 rods.

From the said parcels A, B and C described as aforesaid, the following shall be excepted: Leashold property described in the mortgage, No. 17 known as the George Pearce tract, consisting of approximately 90 acres; No. 18 known as the J. A. Pearce tract, consisting of approximately 102 acres; No. 19 known as the Robert M. Johnson tract, consisting of approximately 90 acres; No. 20 known as the Bell and Shard tract, consisting of approximately 433 acres and 153 perches; and No. 21 known as the A. P. Davis tract, consisting of approximately 143 acres; also a small parcel containing approximately 19.35 acres conveyed by the defendant Samuel J. M. McCarrell as Receiver to the Clearfield Southern Railroad Company by deed dated September 12," 1904 and the undivided one-half of the 99/100 of an acre conveyed for right of way purposes by the defendant Samuel J. M. McCarrell as Receiver to the Clearfield & Cambria Railroad Company by deed dated November 9" 1903; also the parcel containing approximately 6.5 acres conveyed by T. L. Wallace to the Buck Run Coal Mining Company by deed dated June 6, 1902.

The Special Master shall recewe no bids from any one

offering to bid for parcel A. for a less sum than $155,000.\
The special master shall receive no bids from any one offering to bid for parcel B for a less sum than $90,000.\
The Special Master shall receive no bids from anyone offering to bid for parcel C for a less sum than $95,000.\
After the offering of the property in parcels as aforesaid, then the master shall offer the said premises, property and franchises in one lot as an entiety, and the said master shall receive no bid for property when offered as an entiety for a less sum than $340,000.\
Upon the acceptance of any bid either for the separate parcels offered for sale, or the premises, property and franchises offered as an entrety, before striking down to the purchaser or purchases the premises, property and franchises so offered for sale, the purchaser or purchasers thereof shall pay to the said Special Master 10 per cent. of the amount of the purchase price bid by him either in money or by certified check upon any National Bank.

If the highest bid for all such property when offered together in a single lot or parcel shall exceed the aggregate sum of the several highest bids received and noted for said property when offered in separate parcels as aforesaid, then such property shall be struck off and sold together in a single lot or parcel to the person making the highest bid therefore. But if the highest bid received for such property when offered together in a single lot or parcel shall not exceed the aggregate sum of the several highest bids received and noted for said property when offered in separate lots or parcels as aforesaid, then the said several separate lots offered for sale shall be struck off and sold to the bidders of the highest bids therefore respectively.

The deposit received from each and every successful bidder shall be retained by the special master and applied by him on account of the percentage of the purchase price hereby regured to be paid in cash or by certified check.

5. In case any bidder shall fail to make good his bid upon its acceptance by the special master, or shall fail after such acceptance to comply with any order of the Court relating to the payment thereof or the completion of the purchase, then the sums deposited by such purchaser or purchasers, as hereinbefore provided whether paid in cash or by check shall be forfeited as a penalty for such failure and shall be applied to the payment of the expenses of a resale and toward making good any deficiency or loss in case the property shall be sold at a less price paid on any such resale, and to such other purposes as the Court may direct. If the Court shall not confirm the sale for which a deposit shall have been made either in cash or by check, such deposit shall be returned to the bidder. The purchaser or purchasers shall, on the confirmation of the sale by the Court, make such further payment or payments in cash on account of the purchase price as the Court may from time to time direct. So much of the purchase price as may not be required by the Court to be paid in cash may either be paid in cash, or the purchaser may satisfy and make good such residue of his bid in whole or in part by turning in to be cancelled or credited, as hereinafter provided, the bonds and coupons of the defendant Clearfield Creek Coal Company secured by its mortgage or deed of trust dated April 9th 1892, to be paid out of the proceeds of the sale upon the distribution thereof, as hereinafter set forth. The said purchaser shall be credited therefor on account of the purchase price with such sums as would be payable in cash in exchange for such bonds

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and coupons out of the proceeds of sale if the whole amount of the purchase price were paid in cash, if any dispute arise or if the Master shall be in doubt as to the amount to be credited on account of bonds or coupons the same is to be determined by the Court upon application made.

The Court reserves the right to resell the property upon such notice as it may direct, in case the purchaser shall fail or omit to make any deferred payment on account of the purchase price within 10 days after entry of the order requiring such payment. The purchaser or purchasers, his or their successors or assigns, shall not be required to see to the application of the purchase money, and shall the right to enter his or their appearance in this Court and to become a party to this cause.

The funds arising from the sale of said mortgaged property and premises and franchises shall be applied as follows:

(a.) To the payment of the costs of this cause, the proper expense attendant upon such sale, including the compensation of the special master appointed to make the sale, the payment of all charges, compensation, allowances and disbursements of the complainant, Central Trust Company of New York and its solicitors and counsel, and all proper allowances, compensation and disbursments. All questions relating to the amount of compensations, allowances, costs, disbursments and expenses are hereby specifically reserved by the Court for further hearing and determination, and all payments to be made under this subdivision shall be hereafter determined, fixed, allowed and taxed by this Court.

(b) The residue of the fund received from said sale, after the payment of the amounts set forth above, shall be applied to the payment of the principal of said bonds and the interest and coupons hereby adjudged to be secured by the said mortgage or deed of trust, and interst from the date of this decree to the date fixed for the payment thereof.

If the balance of the proceeds of sale applicable to distribution among the holders of bonds and coupons secured by said mortgage or deed of trust shall not be sufficient to pay the amount due as herein determined, upon and in respect of said bonds and coupons, then the sums so payable thereon shall be distributed pro rata among the holders of said bonds and coupons without discrimination or preference, but ratably to the aggregate amount of such unpaid principal and accrued and unpaid interest. All bonds and coupons paid in full on the distribution of the proceeds of the sale shall be forthwith cancelled by the special master and held by him subject to the further order of the Court. If said bonds and coupons be not paid in full, they shall be properly stamped by the special master so as to indicate the amount paid thereon and returned to the respective owners or holders thereof.

(c) If after making all the foregoing payments there shall be any surplus, the same shall be applied as the Court shall hereafter instruct or direct.

7. When the special master shall be prepared to pay out the proceeds of sale, he shall give notice of the time and place where he will be prepared to make such payment, by publication at least once a week for two successive weeks in a newspaper published in the County of Clearfield, Pennsylvania; and any holders of any bonds or coupons, of the payment of which notice shall have been so given, who shall fail to present the same for payment at the time and place specified, will not be entitled to payment of any interest thereon after that day out

of the proceeds of sale. The said special master may make such payment at any place most convenient to him, either personally or through the complainant, the Central Trust Company of New York.

In case, at the expiration of twenty days from the date contained in the notice set forth as aforesaid, all the bonds and coupons shall not have been presented to the said special master for payment and stamping as aforesaid, the said special master shall pay over to the complainant, Central Trust Company of New York, the balance of cash in his hands applicable to the payment of the bonds and coupons which have not been presented, and shall file with the Central Trust Company of New York a statement of the bonds and coupons paid by him pursuant to the provisions of said notice, and said Central Trust Company of New York shall hold the said funds and pay over the same from time to time as the outstanding bonds and coupons are presented for payment and stamping.

8. Upon confirmation of such sale and the payment of the purchase price by the purchaser or purchasers, his or their successors or assigns, or upon making such provision for the payment thereof as the Court may approve, said special master making the sale shall execute a deed or deeds or other proper instruments conveying, assigning or transferring the property purchased, as hereinafter described and including by particular description all the real and personal property, rights, franchises, privileges, easements and property of every nature and description, to such purchaser or purchasers, or his or their successors or assigns; and upon the execution and delivery of such deed or deeds, assignments or transfers the grantee or grantees therein named shall be let into possession of the property conveyed or transferred, which said deed or deeds or other instruments shall, before delivery thereof, be approved by order of the Court; and the complainant, Central Trust Company of New York, shall thereupon be discharged of the trust in the premises except as to the distribution of any money in its possession, subject, nevertheless, to the condition that the Court may retake and resell the property conveyed or transferred in case the purchaser or purchasers, his or their successors or assigns, shall fail within the time hereinbefore limited to pay the balance of any purchase price remaining unpaid. The purchaser or purchasers, his or their successors or assigns, shall, after such delivery of the property and premises, hold, posess and enjoy the same, freed from the trust imposed thereon by said mortgage or deed of trust of the defendant Clearfield Creek Coal Company, dated April 9, 1892, and freed from any claim, right, interest or equity of redemption of, in or to the same by the parties to this suit and their respective successors or assigns, save only as herein expressly reserved.

9. The defendant Clearfield Creek Coal Company shall at the time of the execution of said deed or deeds by the special master, as a further assurance to the purchaser or purchasers, his or their successors or assigns, execute and deliver a similar deed or deeds or other conveyance, to be approved by order of the Court, or join with the special master in the execution of the deed or deeds to be made by him, and shall thereby convey, transfer and assign and release to the purchaser or purchasers, his or their successors or assigns, all their right, title and interest of, in and to the property conveyed, assigned and transferred to such purchaser or purchasers by said special master; and the complainant, Central Trust Company of

OVER.

New York, as trustee under said mortgage, shall by proper deed or deeds or other instrument or instruments transfer and release to said purchaser or purchasers all its right as trustee under said mortgage, of, in and to the property so conveyed.

10. In case the proceeds of sale shall not be sufficient to pay in full the amount hereinbefore found to be due and unpaid for or in respect of the principal and interest upon said mortgage bonds and coupons, together with interest thereon, then the special master shall report to the Court the amount of any such deficiency or deficiencies, and that complainant have judgment against the Clearfield Creek Coal Company for the amount of such deficiency.

11. In case no bid shall be received for the properties at the sale hereinbefore directed to be made, equal to or greater than the upset price hereinbefore set forth, or equal to or greater than any modifications thereof which may be hereafter fixed by the Court, the special master shall adjourn the sale from time to time, not exceeding the period of one month from date of the sale first fixed, and at the adjourned date, if again he fails to receive bids equal to or greater than the upset price hereinbefore fixed, or as the same may be modified, he shall report the same to the Court for further instructions.

It is further ordered that the complainant may, if it be so advised, sooner make report to the Court and request its instructions in the premises.

In the event of any adjournment of the sale, either for the purpose of obtaining new bids or for instructions by the Court, it shall not be necessary to advertise said adjournment; the same may be made by public announcement at the time and place where said sale or adjournment thereof is to be had, either by the special master or by any person duly authorized on his behalf.

12. All questions not hereby disposed of are reserved for future adjudication. Any party to this cause may at any time apply to this Court for further relief at the end of this decree.

The following is a description of the mortgaged property, premises and franchises hereinbefore directed to be sold:-

All the right, title and interest of the defendants Clearfield Creek Coal Company, Samuel J. M. McCarrell as Receiver of the Clearfield Creek Coal Company, John M. Pearce, R. M. Johnson, John Dillen, First National Bank of Huntingdon, First National Bank of Bellefonte, Quaker City National Bank, Erwind White Coal Mining Company, Mifflin County National Bank, Union Bank of Huntingdon, Osceola Banking Company and Charles W. Trotter, in and to

For description of lands by metes and bounds see original bill.

except a small parcel containing approximately nineteen and thirty-five

one-hundredths (19.35) acres conveyed by the defendant Samuel J. M. McCarrell as Receiver to the Clearfield Southern Railroad Company by deed dated September 12th, 1904, and the undivided one-half of ninety-nine one hundredths (99/100) of an acre conveyed for right of way purposes by the defendant Samuel J. M. McCarrell as Receiver to the Clearfield & Cambria Railroad Company by deed dated November 9th, 1903; also the parcel containing approximately six and fifty one-hundredths (6.50) acres conveyed by J. L. Wallace to the Buck Run Coal Mining Company by deed dated June 6, 1902.

C. R. Savidge, P. J.
8th Judicial District Specially Presiding.

Dated October 17th, 1908.

October 20th, 1908 by endorsement Roland D. Swoope of Counsel for Plaintiff, and Murray & O'Laughlin of Counsel for Defendant accept service of filing of decree.

Dec 15th 1908 Petition filed and the order of sale heretofore granted is so modified as to permit the Special Master in case bids of the necessary amount are not received to publicly adjourn the sale for not exceeding three months from Dec 7th 1908.

C. R. Savidge P. J. spec presiding.

Return of Special Master to the Court filed

Dec 17th 1908 Exceptions filed to order modifying decree

Jan 3rd 1910 Modified decree filed

On Def List Ex discharged By the Court.

Sept 26th 1910 Def in part of Bondholders Committee filed

June 26th 1911 Opinion and Decree filed

Decree filed as follows:- and therefore decree an allowance of $1600.00 fee in full, together with $150.00 expenses making in all $1750.00. We fix the compensation of the trustee, the Central Trust Co. of New York at $400.00

Exceptions are noted and bills sealed for Counsel and trustee.

By the Court
C. R. Savidge P. J. 8th
Jud District Specially presiding

Recd July 17th 1911 of Murray & O'Laughlin, by Check No 5 of S. J. M. McCarrell Special Master, Three hundred Thirty-nine & 23/100 Dollars ($339.23/100) Fee & expenses for Counsel for $1600. Expenses. 158. Title Co. Searches. 40. Abstracts Thompson $21.10 Wm Irvin Jr. 3.00 Philip Thompson by Atty 14.00 Sheriff Harper 3.00 Sheriff Rut 3.00 Depo. Solicitors Bill 139.53 W. Stevens. 4.50

Murray & O'Laughlin
Atty for Defts.

Attest
Roll B Thompson
Clo

Report and Return of sale by Trustee and Special Master, and decree confirming same filed:- And now this 13 day of July A.D. 1911 the sale to Edward Bailey, H.B. Powell and C. L. Harper, for one hundred and seventy-five thousand dollars for the premises described and directed to be sold in and by the decree of this Court, dated February 3rd, 1911, is hereby ratified, approved and confirmed.

And it is further ordered and decreed that the said Trustee and Special Master, the officers of the Clearfield Creek Coal Company and the Central Trust Company of New York, Trustee and Mortgagee, execute and deliver to the said purchasers a deed for the premises aforesaid, which said deed shall be and remain subject to the ascertainment and adjustment of the amount to be paid by purchasers for the purpose of covering expenses and charges connected with the said sale, and the taxes due the Commonwealth of Pennsylvania, and the premises so conveyed shall be and remain

Over

with the amount so to be ascertained as aforesaid until the same has been paid by the purchasers

It is further ordered and decreed that the said Trustee and Special Master be and is hereby permitted to pay out of the funds in his hands the expenses of advertising and auctioneering the sale of the premises aforesaid not exceeding in Amount One hundred and seventy Dollars.

By the Court.

Final report of Special master and decree of court, relieving premises sold from liability for expenses of sale and distributing the proceeds of sale

And now, November 11th, A.D. 1911, the foregoing report of the Special Master in the above stated case having been presented and duly considered, and it appearing therefrom that the purchasers of the property have paid or satisfactorily arranged for the payment of all commissions, taxes costs, expenses, etc. payable from the proceeds of sale of the mortgaged premises, the court do now order, adjudge and decree that the purchasers of the premises, property and estate, free and discharged from all liability for costs, expenses, commissions, taxes or other charges relating to the sale of said premises.

It is further now ordered and decreed that the proceeds of sale applicable to the bonds and cupons secured by the mortgage upon which the proceedings in this case is based, be applied as suggested in the foregoing report, to the payment of the interest found to be due and unpaid at the date of the issuing of the order of sale on October 17th, 1908 and the Special Master is hereby authorized and directed to mark upon the said bonds and cupons the amount so paid, thereon from proceeds of sale; the said Special Master is relieved from further duty under his appointment.

By the Court.

ALL PAGES

FROM

345 TO 389

ARE BLANK

AND NOT

SCANNED

Continued from 299.

W. L. Shellenberger et al

vs

A. & C. R.R. Co et al

Sept. Term 1903 Continued

Decree disposing of rule for att'd writ of assistance filed

Now June 20. 1904 This application for Attachment and writ of assistance refused pending disposal of exceptions to decree appointing the receiver filed Sept 19. 1903 which exceptions were this day directed to be placed on Argument list to be argued July 11. 1904 This disposal to be without prejudice to the renewal of application by Receiver on final disposal of exceptions By the Court.

June 20. 1904 Motion to place exceptions on argument filed.

June 20. 1904 Motion allowed Prothy is directed to place upon the argument list the exceptions filed Sept 19. 1903 to decree appointing Receiver Monday the 11 July. 1904 at 11 o'clock A.M. at Court House in Clfd Pa. is fixed as the time and place for hearing argument on said exceptions By the Court.

On Argt List

June 20. 1904 Petition to release H. McCully Rec filed

" " " Rule granted on H. McCully Rec to show cause why he should not be relieved as such receiver and a new receiver appointed. Ret Monday 11 July. 1904.

Issue and Summons issued. On Argt List

June 27. 1904 As per certificate filed from Supreme Court. It is ordered that the security to be given on this appeal be $5000.00 with sufficient sureties; that on entering such security the appeal be a supersedeas but that the Court below make the proper orders and decrees maintaining strictly the status quo as to the subject of the decree in the Court below until the appeal be finally heard in this Court. By the Court.

July 4 1904 Supersedeas Bond filed, exceptions filed.

" " 1904 Bond presented and exceptions having been filed, Monday July 4. 1904 at 11 A.M. filed was time and at the Court House at Clearfield Penna. the place to hear parties and justify Bondsmen offered. By the Court.

July 11. 1904 additional exception to Supersedeas Bond filed. On Argt List

July 15" 1904 Opinion & Decree filed,

And now, July 15" 1904 it is ordered, adjudged and decreed:

1st That an inventory and appraisement, to be made by J. O. Reed, Superintendent and C. T. Stadt, Auditor and General Freight and Passenger Agent, and sworn to by them, be filed in this cause with the Prothonotary of the Court of Common Pleas of Clearfield County on or before the first day of August 1904; said inventory and appraisement to show the engines, cars, general equipment and personal property now in the possession of the said defendant railroad companies, or either of them, and also to state whether any less number engines, cars or other equipment are now in their possession and control that was in the possession and control of said companies at the time of the institution of this suit or on September 1st 1903, and also to show all of the said property now in possession or control of said

Continued to next page (391)

Pro Thompson 72.95
Sheriff Ally 3.00
" " McCullough (135) cy & 1 co 300
Pro Thompson 68.80
" .50
" .50
" " cy 1.50
" " 1.25
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" " absent jurors 1.00
" " cert of docket & bond 5.00
" " D & R Oct 24/04 1.00
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" appeal Docket 3.00
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Pro R. Thompson recrd. 10.00
" " bringing papers, 1.00
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Pro J. final Decree 1.50
" J. Sept 2nd Decree for sale 2.50
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13.90

Sheriff's Fees
Ross 2nd

Certified Rec'd from Sheriff Ally
Amt costs $37.20
Paid Thompson & Bell
Pro J.

19 Oct 1904. Rec'd of Board Kelly acct of the above cost (except $13.90) the sum of two hundred thirty-five dollars, assuming the same to this date and also expecting $13.90 of the Ross Court Fees & Thompson & Bell Fees in connection therewith.

Continued from page 390

companies, whether the same be claimed by others under car trusts or not, giving the engine number or other designation of the same, and also the car number and other markings or designations, so as to preserve their identity.

2nd. The Altoona & Philipsburg connecting Railroad Company, The Pittsburg, Johnstown, Ebensburg & Eastern Railroad Company, the New York and Pittsburg Central Railroad Company (if any such company exists either as a corporation or partnership) and S. P. Langdon, (all of whom are named as Defendants in the Bill in Equity) their officers, agents and employees, are hereby ordered and directed to maintain strictly the status quo of the property real, personal and mixed, of either and all of the said several companies; and they are further hereby enjoined and forbidden to remove or permit the removal of any of the rolling stock or personal property from said road, or out of the jurisdiction of this Court, pending the determination of the appeal in this case. except as such removal of Coal or freight cars may be necessary in the regular operation of the coal or other business of said railroad or for the proper and necessary repair of said rolling stock.

Third.- That section two of this decree be made a part of the recital of the said bond to be filed in this case, and that if a bond, signed by the principal parties as set out in this decree, together with the sureties herein approved, and in proper form as indicated by this opinion, together also with a power of Attorney signed by all of the parties to said bond authorizing Gordon & Boulton and G. V. Wilson to appear and accept service, or upon whom service can be made in case of default and suit instituted on said bond be presented for approval to the Court on or before the first day of August 1904 the same will be approved to act as a supersedeas in this appeal; and Plaintiffs in said action are enjoined from taking any action on the decree of Judge Love heretofore made until the time given for approval as aforesaid.

By the Court
Allison O. Smith P.J.

July 22.1904 Supersedeas Bond in sum of Fifty thousand dollars filed with Jno Langdon & John McCahan as sureties with Power of Atty attached to accept service of process on Bond. to Gordon & Boulton & G W Wilson Attys.
July 22" 1904 Bond & Power of Atty approved. By the Court
Nov 29" 1904 Opinion & Decree filed.
Exceptions as a whole are overruled and the decree of Sep 11.1903 to be entered by the Prothy as a final decree By the Court.
Mch. 6." 1905 Certificate that appeal in controversy exceeds $500. filed
July 3.1905 Remittitur from Supreme Court filed.
Decree entered costs to be paid by Appellees. And it is ordered that the record be remitted to the court below for further proceeding in accordance with this opinion By the Court.
Plff enters rule to take dep
Defs enters rule to take dep.
Plf enters rule to take dep.
Nov 10.1905 Defs enters rule to take dep.
Nov 10 " Plf enters rule to take dep
Nov. 13.1905 on trial list before Hon V. Auten and continued to Dec 19.1905
Nov 20 1905 Testimony taken Nov 8&9, 1905 filed Jan 2.1906. Testimony taken Dec 27.1905 filed

Feby 13.1906. Request for findings of fact and conclusions of law by Wm Hammond of Counsel for complainants filed
Feby 13.1906 Proposed finds of fact and conclusions of law submitted by A.P.& R.R.Co. filed.
Feby 13.1906 Defts request for findings of fact and law filed
Febry 13.1906. Opinion and Pi Si decree filed.

It is directed that the following decree nisi be entered: First.- That the mortgage in the Bill of Complaint mentioned, dated the first day of June, 1893, executed by the Altoona and Philipsburg Connecting Railroad Company to the Union Trust Company, trustee, and of which Exhibit "A" annexed to the Bill of Complaint is a true copy, is the first lien upon the road, tolls, franchises, estates and premises, and the property real and personal therein mentioned, referred to and described, to the extent of the amount legally due the holders of bonds issued under said mortgage, (unless the tax claims of the State of Pennsylvania are first and prior to said mortgage,) and is effectual, valid and binding thereon to the extent aforesaid; that W. L. Shellenberger, W. S. Lee, J. S. Westley, W. J. Heinsling, the estate of John London, deceased, and the Estate of William London, deceased, holders of fifteen of said bonds, and secured by said mortgage, and are entitled to the benefit of all rights and securities thereby conferred; that O. L. Schoonover, Charles G. Avery, John G. Platt, James A. Passmore and Charles H. Rowland, holders of 241 of said bonds, are entitled to the benefit of all the rights and securities thereby conferred, to the extent of the amount legally due them as holders of said 241 bonds. Second.- That the principal of the bonds owned and held by W. L. Shellenberger, W. S. Lee, J. S. Westley, W. J. Heinsling, the Estate of John London, deceased, and the Estate of William London, deceased, is $15,000.00; that on the first day of December, 1905, there were coupons on said fifteen bonds due and unpaid amounting to $9,000.00; that the amount of principal and interest due to O. L. Schoonover, Charles G. Avery, John G. Platt, James A. Passmore and Charles H. Rowland, is $82,126.60; that the total amount of principal and interest due on the said fifteen bonds and said 241 bonds, is $106,126.60. Third.- That the said Altoona and Philipsburg Connecting Railroad Company do pay to the Union Trust Company, the trustee in said mortgage, the sum of $106,126.60 on or before the first day of April, A.D. 1906. Fourth.- That in default of such payments being made on the first day of April, 1906, to the Union Trust Company, trustee in said mortgage, that said trustee do expose to public sale the railroad, estate, premises and property, real and personal, with the franchises and appurtenances conveyed to said trustee by said mortgage, under such order and reference as to terms and conditions of sale and the distribution of the proceeds thereof, as shall at the expiration of this period be made by this Court on the application of said trustee and its co-plaintiffs.

By the Court

Endorsement

And now 13th Febry. 1906. Notice of the filing of this opinion and decree nisi is accepted

David L. Krebs, for Union Trust Co. and for Passmore et al. bondholders.
H. V. Wilson, of Council for Defendant

Feby 21.1906 Defts exceptions to Ni. Si decree filed On Agt List
Feb 23.1906. Defts exceptions to Ni Si decree filed
March 3 " Final Decree filed with Opinion on Exceptions

This cause come on to be further heard at this term, and was argued by counsel, and upon consideration thereof, it is ordered, adjudged and decreed as follows: viz:-

First:- That the mortgage in the Bill of Complaint mentioned, dated the first day of June, 1893, executed by the Altoona and Philipsburg Connecting R.R. Co. to the Union Trust Co. trustee, and of which Exhibit "A" annexed to the Bill of Complaint is a true copy, is the first lien upon the road, tolls, franchises, estates and premises, and the property

real and personal therein mentioned, referred to and described, to the extent of the amount legally due the holders of bonds issued under said mortgage, (unless the tax claims of the State of Penna. are first and prior to said mortgage.) and is effectual, valid and binding thereon to the extent aforesaid; that W. L. Shellenberger, W. S. Lee, J. S. Westley, W. J. Steinsling, the estate of John Loudon, deceased, and the Estate of William Loudon deceased, holders of fifteen of said bonds are secured by said mortgage, and are entitled to the benefit of all rights and securities thereby conferred; O. L. Schoonover, Charles G. Avery John C. Platt, James A. Passmore and Charles H. Rowland, holders of 241 of said bonds, are entitled to the benefit of all the rights and securities thereby conferred, to the extent of the amount legally due them as holders of said 241 bonds.

Second:- That the principal of the bonds owned and held by W. L. Shellenberger, W. S. Lee, J. S. Westley, W. J. Steinsling, the Estate of John Loudon, deceased, and the Estate of William Loudon, deceased, is $15.000.00; that on the first day of December, 1905, there were coupons on said fifteen bonds due and unpaid amounting to $9.000.00; that the amount of principal and interest due to O. L. Schoonover, Charles G. Avery, John C. Platt, James A. Passmore and Charles H. Rowland, is $82.126.60 that the total amount of principal and interest due on said fifteen bonds and said 241 bonds is $106.126.60.

3rd. That the said Altoona and Philipsburg Connecting R.R. Co. do pay to the Union Trust Company, the trustee in said mortgage, the sum of $106.126.60 on or before the first day of May, 1906.

4th. That in default of such payment being made on the first day of May 1906, to the Union Trust Company, trustee in said mortgage, that said trustee do expose to public sale the railroad, estate, premises and property, real and personal, with the franchises and appurtenances conveyed to said trustee by said mortgage under such order and preferences as to terms and conditions of sale and the distribution of the proceeds thereof, as shall at the expiration of this period be made by this Court on the application of said trustee and its Co-plaintiffs.

5th. That the said Altoona & Philipsburg Connecting R.R. Co. pay to the said Union Trust Company the further sum of $175.00 with interest thereon from the first day of August, 1899 and that upon such payment and upon the said railroad company giving to said Trust Company such indemnity as shall secure said Trust Co. against liability for right of way damages for which it became security, the said Trust Company shall deliver to the said Altoona and Philipsburg Connecting Railroad Company, the 31 bonds held by the said Union Trust Company.

6th.- That the said Altoona and Philipsburg Connecting R.R. Co. shall, in addition to the sum hereinbefore specified for payment, pay to the said Union Trust Co. Trustee the sum of $1000.00 as its reasonable compensation for the management of the trust created by said Mortgage; and the said Railroad Company shall also pay to the said Trustee the further sum of $ 4500.00 as reasonable compensation to Attorneys necessarily employed in the management and execution of the said trust.

7th. That the said Altoona and Philipsburg Connecting R.R. Co. pay all the costs of this proceeding.

By the Court
Voris Arten
A.L.J. 8th Jud. Dist.
specially presiding

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May 5th 1906 Petition for Decree of sale filed
May. 5th 1906 Decree filed

And now 5th day of May 1906. the above and foregoing petition having been presented and considered, and it appearing to the Court by reference to the records and proceedings as recorded to No. 5 Sept. Term. 1903. that default has been made by the defendants and that the moneys mentioned in the final decree filed in said case was not paid on the 1st day of May 1906 nor any time before that date and that no writ of error or appeal was filed in said cause superseding the force and effect of said decree.

Now, therefore, it is adjudged, ordered and decree that the Union Trust Company, Trustee in said Mortgage, sell all of the mortgaged premises and property, real, personal and mixed, all estates, right, title and interest of every kind and character of the Altoona & Philipsburg Connecting Railroad Company of, in and to said mortgaged premises, as embraced within and conveyed by said mortgage to the Union Trust Co, Trustee; as well also all and every interest, property, claim or demand in any wise appertaining, appurtenant or belonging to or being a part of the real, personal or mixed property or estate of the said Altoona & Philipsburg Connecting Railroad Company. Notice of said sale to be given by publication thereof for sixty days in at least one daily newspaper published in each of the cities of Philadelphia, Altoona and Philipsburg, to be made at least twice a week during said time, said public sale to be made in the city of Philadelphia to the highest and best bidder, the Trustee being hereby authorized to adjourn said sale from time to time by announcement at the time and place appointed therefor, to which the same may be so adjourned without further or other notice

It is further ordered, adjudged and decreed that the Trustee may require the purchaser to deposit with the Trustee, at or before the time the property is knocked down, cash or a certified check in the sum of Twenty-five Thousand dollars, on first mortgage bonds of the Altoona & Philipsburg Connecting Railroad Company of the par value of not less than One hundred thousand dollars; and in case of failure to make said deposit, either in cash, certified check or bonds the property may be resold at once at the ~~expense~~ and risk of such defaulting bidder

The purchaser to give satisfactory security to the Trustee within Two days after the sale, for the payment of the remainder of the purchase nights, or the property will at once be resold and any loss occurring to charged upon and collected from the defaulting bidder.

Bondholders becoming purchasers may deposit bonds, which will be received in payment of the purchase money equivalent to so much thereof as would be distributable and payable on such bonds. The expenses of the Trustee allowed by the Court, to wit, the sum of One Thousand dollars costs of the proceeding of foreclosure and the costs of said sale, together with counsel fees, to be paid in cash or secured to the satisfaction of the Trustee. By the Court

Allison O. Smith P.J.

May 18" 1906 Opinion filed modifying Decree of sale made 5" May 1906
Now. 18" May 1906 after due consideration. the Decree of the 5" May 1906 is modified as follows:
1st. The purchaser to give satisfactory security to the Trustee within 10 days after the sale for the payment of the remainder of the purchase price, or the property will at once be resold and any loss occuring to be charged upon and collected from the defaulting bidder.
2nd. That if the property be bid to an amount in excess of the moneys ~~covered~~ by the decree entered in this case, the purchaser may present a petition within ten days to this Court for a rule on the Union Trust Co., Trustee, to show cause why it should not accept the receipt of the persons, firms, corporations or other parties claiming to be entitled to said excess in lieu of money. At request of Counsel for petitioner exception noted & bill sealed.
By the Court
Allison O. Smith P.J.

July 7" 1906 Bond in $500 filed with U.S. Fidelity & Guaranty Co surety for appeal to Supreme Court, same day Bond approved.
July 7" 1906 Certiorari from Sup Ct. filed Ret first Monday of Apr 1907. endorsed. with acceptance of service by Dep Atty.

Aug 23" 1906 Petition to stay sale filed.
" " " Opinion filed. Petition refused By the Court.
Aug 30. 1906. Return of sale. filed,
" " " presented read and sale confirmed Nisi and if exceptions be not filed within 4 days the Prothy will mark same confirmed absolute
By the Court,
Sep 3" 1906 Exceptions filed.
On Opt. List.
Sep 12" 1906 the exceptions filed to return of sale are hereby overruled and dismissed and the sale confirmed ~~Nisi~~ Absolutely.
Opinion relative to said exceptions as well as to the petition to set aside the sale to be filed later.
By the Court.
Sep 15" 1906 Opinion and Decree filed this
The petition of Samuel P Langdon. and of the Security Trust Co of Camden N.J. and of the Merchants Trust Co of Philadelphia, to set aside the sale of the Altoona & Philipsburg Connecting Railroad are refused, and the sale confirmed absolutely. as per order heretofore made on Sept 12 1906. By the Court.
Sep 20" 1906 Petition of Frank W. Felch to set aside sale filed.
Sep 20 1906 Answer of Union Trust Co filed On Opt List
Sep 20 1906 Opinion and Decree filed
Sep 20. 1906 An answer having been filed to this petition by the counsel for the Union Trust Co Trustee denying the right of the Petitioner F.W. Felch to be heard because of his laches in the presentation of his claim under said bonds herein mentioned and also denying that said F W Felch is a bona fide owner for value of any of said bonds and particularly bonds Nos 103 to 116 both numbers included and requiring him to come before the Court in his proper person to be examined under oath touching its jurisdiction in relation to his ownership of the bonds herein mentioned Now therefore it is ordered that a rule issue directed to said Frankie Felch to appear in his proper person within the jurisdiction of this Court and submit himself to an examination under oath relative to his ownership of said bonds and the alleged purchase thereof by him and show cause why this petition should not be dismissed Rule Ret within 20 days from date hereof
same day Rule issued By the Court.

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25 Sept. 1906 Petition for writ of assistance filed

D/ Now Sept. 25th 1906 petition heard and considered, and it is thereupon ordered that the possession of said Railroad and property be delivered to the purchaser and that a writ of assistance be awarded to the purchaser of the Altoona and Philipsburg Connecting railroad, its property and franchises, directed to the Sheriff of Clearfield County, in which said railroad and property is situate commanding the said Sheriff to cause to be delivered unto the said D. L. Stribe, purchaser aforesaid, the said Altoona and Philipsburg Connecting Railroad, extending from its terminus in or near the village of Janesville, in the County of Clearfield to or near the town of Philipsburg, in the County of Centre, being seventeen (17) miles, more or less, in length, including all the railways and right of way, and branches, spurs, branch roads, terminals properties, depot lands and other lands now owned (at date of sale); also all tracks, ties, rails, superstructures, side-tracks, bridges, viaducts, Culverts, fences, and other structures, depots, station houses, engine house, freight houses, wood house, water tanks and other buildings, and all machine shops, repair shops and other shops now held (at date of sale) for use in connection with said railroad or the business thereof, together with all locomotives, tenders, passenger cars and coal cars and other rolling stock or equipment, and all machinery, tools, implements, fuel and materials for the constructing, operating, repairing or replacing said railroad, or any part thereof or any of its equipment or appurtenances; together with the road bed, roads, ways, switches, streets, passages, easements, water, water courses and grants: Provided, however, that the possession delivered under the said writ of Assistance of the railroad Coal cars claimed by the Security Trust and Safe Deposit Company of the City of Camden, N. J. and by the Merchants Trust Company, Trustee, and of which claims notice was given by said Companies on the 24th of August 1906, at the Bourse Building, Philadelphia, at the time of said sale; shall be and is expressly hereby made subject to the Claims aforesaid, as shown by stipulation filed in Equity proceeding No. 8 December Term 1904, a supplemental Bill to No. 5 Sept. Term 1903, Provided further that the possession delivered hereunder shall not prejudice the Claim of Wm. A. Ewen Receiver of the P. J. E. & E Railroad Co. to certain property, notice of which Claim was given at the time and place of sale aforesaid, but said Claim shall be heard and title settled in the hearing upon said supplemental Bill, and it is further ordered that a copy of this decree and a demand for possession thereunder be made upon J. A. Reed Superintendant and if possession be refused, that the said writ of assistance shall issue and be executed and possession delivered thereunder. By the Court

Allison O. Smith P.J.

27th Sept. 1906 Writ issued returnable to next Term

27 Sept 1906 By paper filed Defts counsel except to the opinion & decree overruling the exceptions & petitions and confirming the Masters sale and prays that a bill be sealed.

27 Sep 1906 By paper filed application is made to fix the amount of bail and make order for maintenance of status quo to operate as supersedeas in appeal taken to Supreme Court

Sep 27" 1906 Statement of errors with notice of appeal filed.
Sep 27 1906 Bond in sum of $500.\ with Jno Langdon as surety filed for appeal to Supreme Court, same day Bond approved.
Shff return
To the Hon the Judges &c.
I hereby make return to the within writ of assistance that I went to the property & premises mentioned and described and in the presence of J O Read Supt of said property and the same person in charge thereof I did deliver the same to David L Krebs the purchaser named and did read this writ and make known the contents thereof to the said J O Read Supt in charge as aforesaid at 4 before o'clock and thirty minutes P.M. on the 27 day of Sept A.D. 1906 in the presence of Charles H Rowland and James Parsmore and subsequently in company with said purchaser went over the entire line of said railroad and made such further delivery of the railroad rolling stock shops buildings depot buildings and property described and mentioned in said writ of assistance as it was possible to make of the same
Evans & P Staver Shff in exh.,
Sep 29 1906 Certiorari from Supreme Court filed Ret 4th monday of April 1907 endorsed as follows
29 Sep 1906 2 o'clock P.M. this writ was served on me and I ~~right~~ to accept thereto received David L Krebs for Plffs.
Oct 1" 1906 Exceptions to Supercedeas Bond and to application for supercedeas order filed. (endorsed) Oct 1" 1906 Presented and ordered filed WR Patton DJ spec presiding
Oct 1" 1906 Bond in sum of $50.000 for supercedeas filed with John Langdon & John McCahan as sureties. (endorsed) Bond approved WR Patton DJ spec presiding
Oct 3 1906 Testimony taken Oct 1" 1906 before Hon WR Patton DJ filed
Dly 15" 1907 Petition filed - praying the Court ~~to~~ for leave to file Statement of errors to appeal to Supreme Court taken July 1906 (Endorsed.) Dly 9" 1907. leave granted to file nunc pro tunc. statement of errors for such matters as Defts were entitled to file under Equity rules at the time appeal was taken. Exception noted to Plff and bill sealed
Clerks Court
Dly 15" 1907. Statement of errors filed in accordance with order of Court.
May 16" 1907 Opinion & Decree filed, from Supreme Court
Decree affirmed at costs of appellant By the Court.
June 10. 1907. Petition for discharge of Frank C McCally Receiver filed
" " " petition read considered and thereupon It is ordered that Frank C McCally be and is hereby relieved and discharged from further duty as Receiver of the R.J.E.&E.R.R.Co
This order being made by consent By the Court.
same day cert issued
May 14" 1907. Account of Trustee for proceeds of sale of Aug 2" 06 filed.
" " " above account confirmed Nisi and it is ordered notice be given by publication in two newspapers published in Dfd Co that said cert will be confirmed absolute on first monday of July unless legal cause be shown to the contrary. By the Court.
June 13. 1907. Exceptions filed on 1st Inst
Oct 11" 1909 by consent of Counsel. exceptions dismissed and account of Trustee confirmed By the Court.

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#5 Sept. Term 1903. Continued.

	P.R.R. Thompson appeal & bond	3.00	
	H. Ross	.50	
dyptheria -	P.R.R. Thompson appeal	13.90	
	" " " bond	3.00	
	" " " fee	.50	
	" " " dem	.50	
	" "	.50	
	" record	1.00	
	" heading	3.50	
	" ack	1.00	
	P.R.R. Cert ally	1.00	
	"	3.00	
	P.R. Thompson recording & seal	3.00	
	" cert	1.00	
per report.	" ack't. By D.L. Krebs	.50	
	" oath	.50	
		1.50	

Distribution.

The accountant charges itself with the amount of sale, as per return filed and confirmed the day of Sept. 1907, Viz: $90,000.00

The accountant takes credit with the following disbursements under the terms of the decree &c.

By amt. Record costs paid.		$308.85
" " advertising Phila. Press,		380.10
" " " Altoona Times,		30.00
" " " Philipsburg Journal,		36.96
" " Counsel Fee Decree Krebs, Hammond,		4,500.00
" " Auctioneer's Fees,		250.00
" " Union Trust Co. charges,		1000.00
" " Union Trust Co, expences, &c,		139.48
" " advertising first sale, not covered by amt. paid by Defendant;		
Phila. Press,	$380.10	
Paid Krebs by Defendant,	150.00	230.10
Paid Altoona Times & Philipsburg Journal,		66.00
Recording and filing this account.		7.50
		$6,948.99

Recapitulation.

Total charges,	$90,000.00
Total credits,	6948.99
Balance,	$83,051.01

Subject to the approval and confirmation by the Court, the Trustee reports the following Distribution Account, Viz:

The total amount of Decree to be paid to the parties named in the Decree, together with interest thereon, on the 24th August 1906. date of Sale, was $109,558.98. The net balance for distribution, as above stated, $83,051.01, or 75.8 per cent, of the indebtedness, and of appropriation is made accordingly.

To Shellenberger, et al. 15 Bonds, debt & int. to August 24, 1906, $24,720.00,		$18,759.87
To Union Trust Co. Balance with int. $249.20		189.08
To amount James Passmore, et al, on 241 bonds which under Decree, with int. to 24 August 1906, amounted to $84,589.78,		64,102.06
		$83,051.01

The Union Trust Co,
Trustee,
by Jno. Stokes, Admr.
(Trust Officer.)