EQUITY DOCKET

4

1 DEC. 1915
TO
4 FEB. 1926

CLEARFIELD COUNTY

Equity 4

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284	Askey Fred D. Pet for appt Receiver				

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74	Bader,	Terrill et al	xx	Chas Hardesty et al
66	Blacken	Anna		J. L. Driggs
88	Brown,	H. W	88	J. E. Baird,
98	Borton	Michael	98	Albert Johnson et al
134	Brown	H. W.	134	D. E. Baird.
	Bowman	M Thomas	160	Bald Hill Coal Company
	Borough of	Clearfield	200	Hiram Schiefer
	Benn	Geo D	270	Joel A Berger, Fidelity Trust Co.
	Bumbarger	Harry	302	Rachel Bumbarger
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	Bilger	Elizabeth Michael	314	Reuben H. Bilger
	Boro	Falls Creek	334	Township of Sandy
	Bailey	David	352	France Christianson
	Berwindale Coal Co		376	Lakeside Coal Co

	Cambria Smokeless Coal Co. (exp)	12	Thos. A. Dallas et al		
	Clark et al BM	34	The Moshannon Coal Mining Co		
	Clark et al BM	48	Clearfield Colliery Co		
	Clark et al BM	50	Maryland Coal & Coke Co		
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	Chase A.P. Guardian	68	Estate of Joseph Maylon		
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	Clearfield Trust Company	144	Pittsburgh & Susquehanna Ry. Co.		
	Carlson et al Edward T.	146	Thomas H. Wilson		
212	Coalport & Irvona Boro School	05	Beccaria Twp School		

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Davis	Dr,	18	Abraham K Akroyd et al
Decatur	Township	84	Jud Cox et al
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	Evanochko Michael et al	372	Rt. Rev. Platon Rojdestvensky, et al

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Falls Creek Boro	334	Twp of Sandy	

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Gulch Twp. Road	Dist.		250	Mike Lemmis
Guth		A. C.	298	M. J. McMahon
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14	Hoyt	J S	14	Clearing & Coal Co
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	Hines	J. T	272	Alice J. Hummel
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N	Isenberg	D.B	26	Frank Brown et al
356	Isenberg	Wm H		George Minds

266	James	Ernest		Oreste Paolucci

Williams	Kenny	94	Williams Keeny et al.
Kennedy	Catharine Gallagher	60	
Kneeder	Francis & Joseph	120	Mike Maglumisci
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	Mitchell	John et al	70	Kaus Hagner et al	70
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	Mosher	G W J	124	Sam Clark et al	
	Magelinski	Mike	120	Hazen Russell et al	120
	Mile	Susie	136	City of DuBois + Jarvis Engineering Co.	
	Myers	Dan	178	W A Gulbransen	
	Morris J E et al		184	A R Van Tassell Tanning Co	
192 ✓	Moore and	Wilson	192	Bickford Store Co	
206	Maryland Coal & Coke Co		206	Vital Beurmier	
8	Mallon	Peter		John Brophy et al	
	Messick	Mike Sr. et al.		Mike Messick, Jr.	
	Montel	Leo		Beccaria-Clearfield Coal Co	
	Mahaffey	F. Carlton	324	Don G. Mahaffey	
	Minto	Victoria et al.	346	Boron Bros. et al	
	Marano	Augustine	362	Savens (Sam). Cubello.	
	Marshall	Mary H	378	Wm. Henry Marshall	

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294	McDonald	Chas A		Thos W. Munro

Mc

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Naylon	James & Edw	68	Patrick Joseph Naylon et ux		
Nations	Crist	262	S. P Knarr et ux		
Nale	Herman S	296	Geo. A. Nale et al		

H	Pustet	Ludwig et al		James Groze et al	
40	Beckering	Joseph		W C Barden et al	
158	Pazdrey	Michael		Joseph Yaletchko	158
228	Penn Rubic Service Corp			Harvey E Bennett	
242	Penn Public Service Corp			Lester Blouin	
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262	Procas	mark		S P Knarr et al	
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248	Petition of Fred D Askey		Stockholder	Superior Ice Cream Corp	
316	Powell	H. B et al		K. A Miller + A B Weaver	
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284	Petition of Fred D asky for appt Receiver		

20	Rathsack	Charles	20	Mary E. Rathsack	
22	Robeson	John M	22	John H. Miller et al	22
108	Reese	Hosam	108	Chestnut Ridge Mining Coal	
110	Roland	Charles H	110	Pittsburg & Susquehanna R.R.	
130	Ryan et al	Anna C.	130	John A. Daly et al.	
155	Renaud	Ellen E. et al	155	John E. Friend	

24	Shatala	Abe	24	Chas Hand et al
31	Stewart	Ella Ex mx	31 32	John A. Wiglus et al Perfection Kitchen Mach Co.
56	Squires	Jacob	56	Robert Hartley Et al
72	Shratton	D. C.		F. J. Durham
212	School Dist Coalport et al		vs	School Dist Beccaria Twp
216	Smith	Horace L et al		John A McCullough
252	Sandy Twp		vs	Jane E Brown et al
274	Stewart	Lever F.	vs	John R. Swartzle et al
290	Smeal	Dorothy		Wm M. Eisenhauer et al

54	Darick	Christ	54	William Sleep Jr

164	United Traction Street Railway Co	vs	Lewis S. Sadler et al
218	United Traction Street Railway Co	vs	Thomas Costello
220	" " " "		William Cunningham
222	" " " "	vs	Joe Riage
280	Union Banking + Trust Co		Reliance Window Glass Mfg Co

104	Vallemont	Janettie		Rebecca Record et al
342	Valimont	Mary J.		Peter F. Valimont.

64	Whittaker	Joseph	6x	Bernard Chiedler et al
146	Mukwonago Fire Buck Co		146	Thomas W. Wilson.
162	Kiatrak	Joseph	162	Thomas Pluta

74	Zimmerman William	74	R H Colburn et al.		74

December Term 1915

December Term 1915

Pentz.		Sept 20-1915 Bill in Equity filed.
	Walter Lucas Admr. of the estate of Stanislaus Weisls	Your orator prays the Court as follows
		1. That said Thomas Tomasik be directed and compelled to account to your orator for the said co-partnership.
	1.	2. That a receiver be now appointed to take charge of and settle the
6+N	Thomas Tomasik	balance of the co-partnership.
		3. That a judgment be entered against the said Thomas Tomasik in favor of your orator for whatever amount may be
	Pas. Moore by Atty 2.50	ascertained to be due and owing to your
	" " 50	orator as the representative of Stanislaus
	" " 50	Weisls in said co-partnership.
	" " 60	4 Such further and equitable relief as
	" " 180	your orator may be entitled to.
	" " Workmens 60	
	" " 100	
		50
		50
See No 4 May T 1915 for costs		60
		1.50
		7.18.0

To Thomas Tomasik, within named Def

You are hereby notified and required within fifteen (15) days after service hereof on you, to cause an appearance to be entered for you in the Court of Common Pleas of Clearfield County, Pennsylvania, sitting in equity, and to file your answer within thirty (30) days to the within bill of complaint of the within named Walter Lucas, Administrator, 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 Prothonotary's office within fifteen (15) days, or filing your answer within thirty (30) days, you will be liable to have the bill taken pro confesso, and a decree made against you in your absence.

Personally appeared before me a Notary Public in and for said County and State, W. T. Smith, who being duly sworn according to law, deposes and says that he served the within bill on Thomas Tomasik, the within named Defendant by handing to him personally five true copies.

Sworn and subscribed before me this 20th day of September 1915

John J. Pentz

Nov. 2 2 1915 On motion of W C Peuty Atty. for Plff. Judgmt Pro Confesso is entered in above stated case for want of an answer.

By the Court

Now March 20, 1916. On motion of W.C. Peuty esq for Plff it is ordered that the above case be placed on the Equity list for Mch 29 1916 and the Prothonotary to give notice to defendant of this order the rights of the defendant as to completion of testimony to be considered later. By the Court.

Mar 21 1916 Notice to Cole & Harlemock Attys.

See Next Page

No 1. Dec Term 1915. Continued

Nov. March 30-1916 Order & Decree filed
and Now March 30-1916. it is ordered, adjudged & decreed that
Thomas Tonrisic file in this proceedings a Just. & True account
of the business Conducted by him as surviving partner stating
fully all Monies received as such surviving partner
and all Monies disbursed and filing with said account
a Schedule of the remaining unpaid indebtedness of the said
partnership and also a Schedule of the remaining partnership
property which account & Schedules shall be filed within
twenty days from the Making of this order, and upon said
account and Schedules being filed Notice shall be given
by the Prothonotary to the Plaintiff & his Counsel & Record
who shall file such Exceptions thereto as they may
desire within fifteen days after such Notice.

By The Court.

April 10, 1916 Acct of Walter Lewis Administrator filed
Sept 20 1916 Exceptions filed

W C Penz

December Term 1915

	Ludwig Pustet Frederick Pustet and Herman Tapke trading as Frederick Pustet + Company	Bill in Equity with dates and particulars filed this 21st day of Oct. 1915 by Atty. Your Orator prays relief as follows I That an order be made & enter judgment in favor of Ludwig Pustet, Frederick Pubtet and Herman Tapke, trading as Frederick
2.		Pustet & Co. in the sum of seventy one and 12/100 Dollars, with interest from Mch 13
	James Gooze John Ponkosky and Mike Zmetchers Members with other members and Trustees of St Anthonys Church also incor- porated religious asso.	1913 and costs, and against James Gooze John Ponkosky and Mike Zmetchers and others, trustees and members of the St Anthonys church. II That the trustees and members of St Anthonys be ordered to pay the said judgment together with interest from Mch. 13-1913, and all damages and costs of this suit. III Such other relief as your orator may be entitled to. W C Penz John J. Penz
	Pro Moore by atty 250 N T Smith 283	To James Gooze, John Ponkosky & Mike Zmetchers within named defendants: 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, Penna sitting in Equity and to file your answer within (30) thirty days to the within bill of complaint of within named Frederick Pustet Co. 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 Prothy's office within fifteen days or filing your answer within 30 days you will be liable to have the bill taken Pro Confesso and a decree made against you in your absence. Witness my Hand at Dubois Penna this 15th. day of Oct A.D 1915 W C Penz Solicitor Served the within bill on Oct 26 1915 on the within named defendant by handing four true copies thereof personally to John Ponkosky and on James Gooze by leaving four true copies at his place & residence with an adult member of his family and on Mike Zmetchers by leaving four true copies at his place or residence with an adult member of his family N. T. Smith Const

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February Term 1916

Welch — William T. DeHaas — Bill in Equity filed January 17, 1916. Thereupon Gov. Orator Needs equitable relief and prays:

January 17 — 1 — First: That a decree of partition of the aforesaid Bill of above described lands be made, and binding decree of the said parties this part of above of our part of said lands in severalty: and if the said lands cannot be divided without prejudice to or spoiling the whole, and the parties decline to have said lands at a valuation, or the parties at a valuation, to be fixed by the Court according to law, then the same may be sold, and after deducting the costs & expenses, the balance of the proceeds to be divided between the parties according to their several interests. (2) Such other & further equitable relief as the case may warrant.

W. T. DeHaas

Harry Boulton
A. L. Cole
J. K. Seyler — Beaty & Beaty —
J. N. Bailey
Ida M. Hess
Walter Welch
Mary W. Gordon Schultz
John W. Gordon
Leslie Gordon
James T. Gordon

Notice, To Harry Boulton, A. L. Cole, J. K. Seyler, J. N. Bailey, Ida M. Hess, Walter Welch, Mary W. Gordon Schultz, John W. Gordon, Leslie Gordon, James T. Gordon, The within Named Defts., You are hereby notified & 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 Cosgrove Co., and to file your answer, within 30 days to the within Bill of Complaint of Wm. T. DeHaas, and observe & abide the order of the Court thereon. You are notified if you fail to comply with said notice by not entering your appearance in the Prothy's office within 15 days or you will be deemed to have filed a decree made against you in your absence. Witness our hands & seal of Ct. this 17th day of January, 1916.

Feby 5, 1916 By paper filed Beaty & Beaty enter their appearance entering for J. K. Seyler

Feby 1-1917. By paper filed the death of Ida M. Hess one of named defendants in Bill is suggested to be noted by the Sheriff on Service & Return.

Walter Welch, Atty for Plff

Pro Moore — $2.50
" — .50
Sheriff McCloskey Ad by Pro Mac — 10.00
Pro Moore — 1.50
" — 1.00
" — .50
" — 1.00
Printing Book W.W. — 26.00
Notice Decree being Notice (CK 315) — 1.65
Pro Moore — .50
" — 2.50
Masters Fee (CK 309) — 7.50
Mark Denison (CK 315) — 1.10
Walter Welch Atty Fee W.W. — 50.00
Taxes 1916 (CK 320) — 44.02
E. B. Chase W.W. — 26.00
J. D. Laughlin (CK 314) — 15.00
— 195.77

May 15-1917. Received from Walter Welch, Esq. 47 79/100 Dollars being costs by Plaintiff's Attorney costs not including amount due by J. K. Seyler $81.98 as per Bill filed. Pro. Moore Pro.

Pro Moore Judge — Bond by Deft — 1.50

A. L. Cole, being duly sworn according to law, deposes and says that he is the duly appointed, qualified and acting Administrator C.T.A. of the Estate of Ida M. Hess, late of Cosgrove Co., Pa., deceased, who died on or about the 18th day of January, 1916, and that Letters of Administration C.T.A. were granted to him by the Register of Wills of Cosgrove Co., Pa., on the 21st day of February, 1916.

Sworn & subscribed before me this 1st day of May, 1917. Pro. Moore Judge

Jany 18-1916. Sheff's Return filing

Rans Feby 21-1917. Decree pro Confesso filed

Rans Feby 21-1917. This case coming on to be heard, and it appearing to the Court that the Bill of Complaint has been duly served personally on J. K. Seyler, J. N. Bailey & Ida M. Hess, and by acceptance of service as to all other defendants, is expiring and that no appearance has been entered, except by J. K. Seyler by his attys

No 1 Continued

Cents Rents, and No answer has been filed by any one of the said Defendants for Motion of Watts Veech. attys for Plff, it is Decreed That The Bill of Complaint be, and The same is hereby taken as Confessed by The Defendants: and it is Thereupon further Decreed That partition be made of The lands Mentioned in The Bill of Complaint among The parties hereto named in proportion to Their respective interests Therein, And The Court Reserves to Hon. Acheson O. Smith as Master, to divide and partition The said lands into purparts, and to value The same, and to ascertain The amounts That shall be paid or Charged Thereon for Owelty, on which shall be paid or secured to The parties Entitled whom No purparts can be allotted; and apix such partition and valuation to award and allot The said purparts to & among The parties entitled, together with The sums to be Charged Thereon and payable for, owelty of partition: and if The said lands can not be Conveniently be divided into as many purparts as There are parties entitled to award, and allot The amounts or sums to be paid or secured to Them respectively and The time When such payments shall be made, and The purparts out of which The same shall be payable; and if The said lands Cannot be dividing without Prejudice to or Spoiling The Whole Then to value and appraise The same. The Master to give The like Notice to The parties in interest as is required in proceedings at law for partition.
The Master to make report of The first Monday of May 1917.
By The Court.
Nov March 21-1917, Petition to Amend Bill of Complaint and Decree filed.
and Now, March 21-1917, The within petition read and Considered, and it appearing to The Court That The purpose of said petition is to Amend and include in The original Bill of Complaint two additional Tracts of Land for Minerals, in which The parties are interested, it is Ordered, decreed and adjudged That The said Bill of Complaint be Amended so as to include The said two Tracts of land, Nunc pro tunc as of The time of The filing of said Bill of Complaint, and The Master is directed to proceed to appraise The same as provided in The Order of Court Authorizing & directing The partition heretofore made.
By The Court.
Nov March 26-1917 Masters report filed
Nov March 26-1917, Confirmed Nisi, and ordered filed; if no exceptions are filed within ten days, to be Marked Confirmed Absolutely as of Date by The Prothonotary. By The Court,
Mar 30. 1917. Proof of serving notice by Mike Defino filed
Apr. 4 1917 Testimony Taken by Alban O Smith Master filed
Nov. April 6-1917 No Exceptions filed This account Confirmed absolute. John H Moore Prothy
April 6-1917 acceptance & note filed
Apr 7-1917 Decree of Court filed
Now this 6th day of Apr. 1917, no objections or exceptions having been filed to the report of the Master as presented on Mch 26-1917 of which notice was given to all parties interested, it is now hereby ordered adjudged and decreed:

Continued on Page 37

February Term 1916

B D F

Henry Bauman

2,

J K Boles

J K Beyler — Beaty & Beaty

J K Bailey

Ida M Hefner

Mary N. Gordon

D Chyle

John N. Gordon

Leslie Gordon

James N Gordon

Walter Welsh

Wm T. DeHaas

Jerry M Shaffer

Rolla B. Thompson

Bill in Equity filed January 21-1916 Thereupon Jas. Stalnaker Pltfs Counsel prays relief and says:-

First- That a decree of partition of the above described lands be made awarding to each of the parties, his part or share or proportion of said lands in severalty; said of the said lands Common & divided with due regard & justice to all parties, the whole, and the parties electing to take said lands at a valuation, or the property at a valuation, to be fixed by the Court, according to law, then that the same may be sold, and after deducting the costs and expenses, the balance of the proceeds to be divided between the parties according to their several interests.

(2) Such other and further Equitable relief as the case may warrant;

Henry Bauman,

Notice To the within named defendants

You are hereby Notified and required within 15 days after service hereof on you to cause an appearance to be entered for you in the Clerk's Office of said Co. and to file your answer within 30 days to the within bill of Complaint of Henry Bauman, and to observe what the said Court shall direct.

You are also Notified that if you fail to comply with said Notice by entering an appearance in the Prothy's Office within 15 days, your bill taken pro confesso and a decree made against you in your absence.

Witness our hands as Clerk of said Co. this 21 day of January 1916.

Feb 2 1916 By paper filed W C Beaty Esq'r his appearance entered for J. K. Beyler.

Jany 22-1916 Alias Summons issued.

Mar Jany 26-1917 By paper filed the death of A Calf. Writ suggested of record.

Agreeing Bill & Notice thereon to be served to be made by the Sheriff or Summons & Calls adm c t a Henry Bauman atty for Pltff.

Mar. Feby 21-1917. Decree pro confesso filed.

Mar Feby 21-1917. This cause came on to be heard and it appearing to the Court that the bill of Complaint has been duly served personally on J K Beyler by the Sheriff, and by acceptance of Service as to all other Defendants and the time for the appearance by said

P W Moore		2.50
Sheff McCloskey	Ed by Bro Mac	8.00
P Moore		.50
"		1.50
		.50
		1.00
Printing Bill	W. W.	16.00
Mike Devine serving Notice	(Ck 315)	2.05
		.50
P W Moore		
"		2.50
B D F atty fee	W. W.	50.00
Masters fee	(Ck No 309)	75.00
M Devine	(Ck No 315)	1.10
Taxes 1916	(Ck 321)	250.40
E B Chase	W. W.	2.50
J D Laughlin	(Ck 314)	10.00
		414.05

May 15-1917 Received from Walter Welsh master $320.71 for costs less amounts as per Receipt & amount due from J K Beyler, as per Equity * 35.34

Pro Moore Sheriff. Paid $1.50

"

No 2 Tobey 1916 No 2. Continued

is Expired, and no appearance has been entered, Except by J K Sugler by his atty's Butz & Butz, and no answer has been filed by any of said Defendants on Motion of Barnett & Foxcy & attorneys for Plaintiff, It is decreed That the Bill of Complaint be, and the same is hereby taken as confessed by the defendants: and it is Thereupon further decreed That Partition be made of the lands & premises in Bill of Complaint among the parties herein named, in proportion to their respective interests therein, and the Cause is referred to Hon. Allison O. Smith, as Master, to divide and partition the said lands in purparts, and to value the same; and to ascertain the amounts that shall be paid or charged thereon for owelty or which shall be paid or secured to the parties to whom such purparts may be allotted; and if the said lands cannot conveniently be divided into as many purparts as there are parties entitled to award and allot the amount or sum to be paid or secured to them respectively, and the time when such payments shall be made, and the purparts out of which the same shall be payable; and if the said lands cannot be divided without prejudice to or spoiling the whole, then to value & appraise the same. The Master to give due Notice to the parties in interest as is required in proceedings at law for partition.
The Master to make report on the first Monday of May 1917.
By the Court.

Now March 26-1917. Masters report filed.
Now March 26-1917. Confirmed Nisi, and ordered filed. If no exceptions are filed within ten days to be entered Confirmed absolutely, as of Course by the Prothonotary. By the Court.
March 30 1917 Proof of service of notice by Mike Dennis filed.
April 4 1917 Testimony taken by Allison O Smith Master filed
Now April 6-1917. No Exceptions filed This account Confirmed absolutely. John H Moore, Atty.
April 6 1917 acceptance of Notice filed
April 7-1917 Decree of Court filed. Now this 6th day of April, 1917, no objection or exceptions having been filed to the report of the Master as presented on March 26-1917 of which notice was given to all parties interested, it is now hereby ordered, adjudged and decreed:
(1) That J K Sugler is hereby awarded and allotted, without owelty, all the coal coal oil, fire clay and other minerals of every kind and character in, and upon all that certain piece or parcel of land situate in Sandy Township, Clearfield County, Penna., bounded and described as follows:- Beginning at a post 54 perches, more or less, West of the Northeast corner of tract #4229 thence East along boundary line between tracts #4229 and #4231 to post being the Northeast corner of the original tract #4229: thence South 154 perches more or less, to post corner at Berkey property: thence West along Berkey property 21 perches, more or less to post: thence South along Berkey property 154 perches, more or less: to post in the South line of tract #4229 thence West along said tract line 33 perches, more or less, to post: thence North along division line of tract #4229, 308 perches to post and place of beginning. Containing 80 acres, more or less known and designated in these proceedings as Purpart C and valued at $800.00

Cont'd to Page 27-

Hagerty
O.M.

February Term 1916

Jacob Haney.
Ira Haney
Clara Brougher
Alexander Haney
William McKee Jr
Lodema Sickley

Bill in Equity Filed January 25-1916.
To The Hon The Judge of The said Court.
Your Orators Complainants and say:
That Anna E Haney was the owner of a certain Tract of Land situate in Lawrence Township, Westmoreland Co. Pa. Bounded as per bill filed.
A. Pending This bill The said John Haney, by Specially, and on Final hearing be perpetually restrained from parting with his Fee title to said Land.

3.

Lyk John Haney.

In Moore by Pepf. 2.50
" " 9 copies Subpoena 4.50
" " .50
Shiff McCloskey 2 Cms 5.80
In Moore .60
1.50
" .60
1.50
" .60
1.50
" .60
1.50

B Your Orators Therefore pray a Your Honor to Issue a Writ of Subpoena directed to The said John Haney, Commanding him to be and appear before Your Honor in The Court House at Greensburg, Pa. on The First Monday of March next, then and there to answer the premises and to abide such further order decree or decrees as to right and Justice may belong and Your Honor may seem meet. And They will ever pray.

Jacob Haney
Oscar Mitchell Sol.

To John Haney. You are hereby Notified and required within 15 days after Service on you to cause an appearance to be entered for you in The Court of Common Pleas of Westmoreland Co. Pa. Sitting in Equity and to file your answer within 30 days and to abide by and perform what The Court shall direct.

You are also Notified if you fail to comply by Not entering an appearance in The Prothy Office within 15 days you will be held to have The Bill taken pro confesso and a decree made against you in your absence. Witness Hon James Reed 8th day of January 1916.

Feb 5-1916 By paper filed Limpert & Krebs enter their appearance entered for John Haney

Feby 15-1916 Defendants Answer and demurrer in the post of dept filed.

Now Jan 29-1916 at 9-15 AM served the within Bill of Complaint and notice to appear upon the deft John Haney personally by handing him right & attested copies thereof

So Attd Ira C. McCloskey Shff

Feb 23 1916 Recd of W.A. Hagerty Atty. 1920 Dep Shiff 5.80 and Pro Moore 13.40

John H Moore Pro

over B

Feby Term 1916.

The Lansing Smokeless Coal Company, a (corp.) 4.

Vs.

Philip S. Davis, Col. of Taxes, Boro of Coalport, Boro in Beccaria Twp. Cambria Co.

In Equity

To Feby 7-1916

Sheriff Cambria Co. Pa.

To Philip S. Davis, Col. of Taxes, Boro of Coalport, Boro in Beccaria Twp. Cambria Co.

You are hereby notified & required within 10 days after service hereof to enter your appearance in the Common Pleas Court of Cambria Co. & to file your answer, in 30 days you fail to comply by non-entering an appearance within 10 days you will be liable to have the Bill taken pro confesso and a decree made against you in your absence.

Feby 7-1916 C.P.A. Sal.

Feby 7-1916 Affidavits filed

Feby 7-1916 Bond filed, in the sum of $1000.00

Feby 7-1916 Bond approved By the Court.

Now Feby 7-1916 The Bill, Injunction affidavits & Bond presented. Whereupon it is ordered & Judged that Philip S. Davis Col. of Taxes for the Boro of Coalport and Twp of Beccaria their agents, Servants & Employees, & each & every of them, are hereby enjoined & restrained from proceeding to collect the Taxes claimed to be due from the Plaintiff on the assessment of Ten Thousand Dollars in Coalport Boro, & Two Thousand Five Hundred Dollars in Beccaria Twp. set out in the Bill of Complaint until further order of the Court.

This Injunction shall be taken as dissolved unless Motion to continue the same shall be argued before this Court on Saturday, Feby 12-1916. at 2 O'Clock P.M.

By the Court.

Co. Moore	2.50
"	.50
"	1.50
"	.50
Hugh McCloskey Atty for Plff & Sac'y McC	10.40
Co. Moore	1.00

No 4. Feby 7. 1916 (Continued)

Feby 7-1916. Writ of Injunction issued
Same Feby 7-1916. Answer The within writ of Injunction upon Joseph H. Tyler, Burgess of Bridgeport Boro, personally by handing him a True & attested Copy. Thereof and on the same date Service accepted on the within Writ for Phillips Dodds, by his attorney Oscar Mitchell as per his endorsement.
So answers. Isaac M. Lockey Shff.
Sworn & subscribed to. 12th of Feby 1916
John H. Moore. Prothy.
Feby 17-1916. By paper filed Oscar Mitchell withdraws appearance for Phillips & Dodds.
Now. Feby 17-1916. order of Court filed.
and now. Feby 17-1916. This Cause coming on to be heard by agreement of Counsel for Defts & Defts. for The Boro of Bridgeport, and it is by the Agreement of Both The following decree should be made.
That The assessed Valuation of The Defts property for The Boro of Bridgeport is reduced to Fifty per Cent of The present assessment which it is now subject for taxation. That The said Phillips & Dodds, and The Boro of Bridgeport and all persons interesting in The assessment in said Boro, be and are hereby perpetually restrained from Collecting Taxes in said Boro, on The Valuation in Excess of #375.00 Dollars for The Year 1915. on The property in dispute & covered by The Bill in This Case.
The final disposition of The Costs in This Case, Reserved for further order of The Court.
By The Court.

May Term 1916

J S Hoyt
Atty Pltff
/
Jesse E Dale
H H Spencer
Austin Blakey
County Com—Defts Co,

Feby 12-1916. Bill in Equity filed.
F H Hoyt Esq Solicitor Bill. P.J.
Your Orator Complains and Says:—
That he is a Citizen of Penna, a resident of Clearfield Co. Pa.
Thereupon Your Orator prays Equitable relief as follows:—
1st That The Defts, be restrained from interfering with The Pltff in The performance of his duties of his appointment pending a final
Bo Moore 2.50 Disposition of This Bill by Your Hon. Court.
" .50
" .50 2nd That The Defts be restrained by an Injunction Temporary until hearing & permanent
Thereafter from taking any Official action which would in any way interfere with or
embarrass The Pltff in The performance of
his duties of Inspector of Weights & Measures
in and for Clearfield Co, Pa.
3rd That The action of The Defts touching removal
of The Pltff from The said Office of Inspector of Weights
& Measures in and for said Co & Pa be
Rescinded & Cancelled, and That The Pltff be
permitted to act as The Inspector of Weights
& Measures in and for said Co Pa
in accordance with The law & granting
further decree of Your Hon Court,
& for such other & further Equitable
relief as may be proper or shall appear
to The Court to be meet & just & The Pltff will
ever pray etc. Lumkyhr & Krebs
Murray & Langkein Sol for Pltff

On This 11th day of Feby 1916
Sworn & Subscribed before me
P G Thompson JP

On This 12th day of Feby 1916 we do hereby
Certify There is not time to print The Bill upon
filing it. L & K. Md & L, Atty's for Pltff
To The Defendants, You are hereby Notified
Required within 10 days after Service on you
to Cause an appearance entering for you,
and to file Your Answ within 20 days to This
Bill. You are also Notified if you fail to
Comply by not entering an appearance in
The Prothy Office within 10 days Your will
be liable to have The Bill taken pro confesso
against you in Your absence.
L & K Md & L Atty for Pltff.

Now Feby 12-1916. Service accepted
for Defendants. Call Hartswick Atty for Pltff
Feby 16-1916. Call Hartswick enters Their
appearance for Defts.
Feby 16-1916 Demurrer filed by Defts.
Now. Feby 26 1916 Opinion & decree filed. Now. Feby 26-1916
Demurrer Sustained, Exception Noted & Bill ordered for The Pltff
By The Court.

for No 1 777 of 1916

May Term 1916

cpx6

	C H Natter	Feby 14-1916. Bill in Equity filed.
	2	To Hf. Hon Injunction Bill &c,
	L M Kriner	Your Orator C H Natter Complains and
W P.		Says That on The first of January, A.D 1916 Your
		Orator being The owner of a Steam Grist
		Mill property, in The Boro of DuBois Pa.
	Fr Mooreyaney 2.50	entered & leased by L M Kriner
	" " .50	Whereof Your Orator Says for The Following
	" " .50	reasons
	" " .50	1st That a Receiver May be appointed to take
	" " .50	Charge of The assets, goods, Fixtures & Stock
	6.00	of said Partnership Business & dispose
	1.50	of The Same under The direction of This Hon.
		Court.
		2nd That pretended Contract is evidenced
		by Exhibits "A" & "B" to Gether with proper Com-
		plainants Contract May be Cancelled
		and resinded and The relation between
		Your Orator & The Defendant & possession
		of Real Estate returned to Your
		Orator.
		3rd General Relief.
		Edw T Hartswick Solr for Plff

Appearance Fee.

To L M Kriner Defendt You are hereby notified
required within 20 days after Service
to Enter an appearance entering for You & to
file Your answer within 30 days to The Bill
of C H Natter and to abide what The Court
shall direct. You are also notified if you
fail to enter an appearance within 15 days Your
Case will be ready to hear The Bill taken pro confesso
& a decree made against You in Your absence.
C P X Sol. Feby 14-1916.

And Now Feby 14-1916 This bill being on
motion of Plff for reasons set forth in the
bill a Rule is granted on Defendt to show cause
why a Receiver should not be appointed
Returnable 4th Monday of July 1916
By The Court.

Now Feby 14-1916 Service of above Rule accepting & personal
Service waived & Service of Bill to accepted
W C Reitz Atty for Defendt.

Feb 26 1916 By paper filed W C Reitz Atty directs his appearance
entered for The defendant.

Feb 28 1916 Defendants Answer filed

Feby 28 1916 Order filed. Now Feby 28-1916 The return day
of The Rule to show Cause why a Receiver should not be
appointed having arrived, The parties being represented
in open Court by Counsel, and it appearing to The Court
no sufficient reason why a receivership should not be had
and in view of The fact that Testimonial hearing is speedily
forthcoming. It is Ordered That The matter of Receivership
be reserved to be disposed of as part of The relief upon

See Next Page.

final hearing and that no order be made as to receivership
prior to that time.
Now June 25-1917 Rule for injunction discharged.
By the Court.
By the Court.

September Term 1916

B.T.H.	S. V. Davis	July 24-1916 Bill In Equity filed
	Summons Pr	To the Hon Singleton Bell, J. of said Court,
		Gave Orator S. V. Davis Complainant
July 24.	1	Said Writ:-
		First That a decree of partition of the
	Abraham L Shoff	above described Coal Lands be made and
L & K	Mary Shoff	Thereupon the Cause be referred to a Master
	his wife	to partition said Coal Lands & mining
	Harriet A Davis	rights into purparts, and fix the value
	Susan M Echard	thereof, and to ascertain the amount that
	& Harry Echard	shall be paid or charged thereon for
	her husband,	royalty, or which shall be paid or secured
	Martin Shoff	to the parties to whom such purparts can
	Rose Shoff his wife	be allotted; or to report, whether or not,
	W. Bluford Davis,	said Coal Lands & Mining rights can be
	& H. P. Davis, his	divided without prejudice to or spoiling
	husband. Defts.	the whole, and the value of the whole, and
		of the parties in interest respectively to take
		the said Coal Lands at the valuation or,
Bl Moon & Alley	2.50	to take any purpart or purparts at the
9 Capias writs	4.50	valuation thereof; or complying with
		any other lawful order or decree in
		the premises Effecting said partition,
		Then in that case for Honorable
		Court shall order, the Master to make
		sale of such purparts or of the whole as
		respects to which may be required, at
		public auction
		Second Such other & further Equitable
		relief as the case may demand.
		S. V Davis by his atty Buckner Thorp &
		To Abraham L Shoff et al defts. You are
		hereby notified & required within 15 days
		after service hereof on you to cause an
		appearance to be entered for you and
		to file your answer, within 30 days
		to the within bill of Complaint of S. V. Davis
		and to observe what the Court shall
		direct. You are also notified that if
		you fail to comply with said notice
		your case will be taken for confessed & a decree may be made against
		you in your absence. July 25-1916
		July 27 1916 By paper filed Cummings & Kirk Atty enter
		their appearance for Abram L Shoff Mary Shoff
		Harriet A Davis Susan M Echard Harvey Echard
		Martin Shoff & Rose Shoff

Reserved for No 1

September Term 1916

995	Charles Rathbone		July 25-1916. Bill in Equity filed.
	vs		To The Honorable Singleton Reed. J.
	Commonwealth.		Wherefore The Plaintiff having no remedy
July 25-			at Law, & needing Equitable Relief Prays
	2		First. That said Defft. Mary E. Rathbone
			be decreed a Trustee of said Real Estate
	Mary E. Rathbone		in The Boro of Ascutney Co. of Cyd. & State of Pa.
	Executrix of Estate	2.50	above described, for The use & benefit of
	"	.50	her Husband. Chas. Rathbone, Defft. & That She
	"	.50	be decreed to make Executed Deed unto
	"	.50	said Defft. a good & Sufficient deed for The
		.00	said Real Estate.
		1.50	Second. That pending this bill The said
			Mary E. Rathbone be restrained from in any
			way Encumbering The said premises.
			Third. That said Defft. Mary E. Rathbone
			be decreed to account to said Defft. for rents
			& profits She has received from The said
			premises Since The 15th day of Dec., 1913.
			Fourth. That Defft. Mary E. Rathbone, if
			She denies That The Defft. is indebted to
			him, be decreed to render a just & true
			account of The receipts & Expenditures
			of said business of The Miners Supply
			Co. while under her Control, and
			That she be decreed to produce in Court
			all Books, accounts, documents, Checks,
			Bank Books & other writings relating
			to said business.
			Fifth. That Defft may have such other
			& further relief as may seem proper,
			and Your Orator will ever pray &c.
			Reimund & Corrigan for Defft.
			Notice To Mary E. Rathbone, Defft. You are
			hereby Notified & required within 10 days to
			cause an appearance to be entered in The
			Common Pleas Court of Cyd Co. & Office Your
			answer, and to abide & what The said Court
			shall direct. You are also Notified & Cour
			an appearance to be entered for You in The
			Prothy Office within 10 days, and to file
			Your Answer in 30 days, or You will be
			liable to have The bill taken pro confesso
			& a decree made against You in Your
			absence. July 25-1916. W. D. Lowrie for Defft.
			July 29-1916. We accept Service of This
			Bill in Equity for Mary E. Rathbone Defft
			Cummings & Kirkbride
			July 29 1916. By Praecipe filed Cummings
			& Kirkbride enter Their appearance for The
			Defft.
			Aug 19 1916 Defts. Answer and Demurrer filed.
			Aug 21 1916 Pltffs. Replication filed.

for Nov 2 - 1915

September Term 1916

B & F

J M Robeson

3,

John N. Miller
Geo Burkholder
Supervisors of Gulich Township

aug 8,

88K.

August 8, 1916 Bill in Equity filed
To The Hon Augustus Barrett J.
Gen. Orator J M Robeson Complains
and says" That is the owner of and in
possession of a certain tract of land in
Gulich Township Clearfield Co Penna,
known as the J M Robeson Farm
That an Injunction preliminary
now, and perpetual ought upon justice
decree be issued against defendants—
restraining them their agents Servants
from entering upon the Lands of Gen.
Orator described as aforesaid for the purpose
of widening the existing road thereon
made by Company of Drivers as alleged
in this Bill or from opening & making
any New Road through the Lands of Gen.
Orator, deserving as aforesaid upon any New
location other than the old and aforesaid
by reason of the viewing & return of a Public
Road in said proceeding to No. T. 18 of
the Court of Quarter Sessions of Clearfield Co,
second March other & further Equitable
relief as the Court may deem proper
Sworn to J M Robeson Before me this 8th day Aug
Reff. Notice John N Miller & Geo Burkholder
Sirs You are hereby notified required
to Enter an appearance to be entered for you in
15 days & to file Your answer in 30 days, to
this Bill and to observe what the Court
shall direct, if you fail to Comply by
Notattorney Your appearance in the
Prothy Office within 15 days Your case is
liable to listen The Bill to be taken for Confessed
and a decree made against You in Your
absence B & Ford for Reff.

Dec. 2 1916 Rec'd of J M Robeson
3.00 my costs in full
John N Moore Esq

Aug 8—1916 Bond filed in the sum of
$500.00 Chas N Kelley & D Gardner (Brie) approved
by the Court.
Aug 8—1916 Sub Junction order filed
Now Aug 8 16 Upon presentation & filing
of the Bill in equity Sub Junction & affidavit
& Bond in above case it is ordered & decreed
that a preliminary Sub Junction issue
restraining John N Miller & Geo Burkholder
Twp Supervisors of Gulich Township their agents
& servants from entering upon the lands
of J M Robeson in Gulich Twp Clearfield Co
Penna, where they were doing about
upon this 8th day of August 1916, for the
purpose of widening the road running
through the lands of J M Robeson & from
opening & making any other road
through the Lands of J M Robeson upon
any new location.

Ford J

No 3 Sept. T, 1916. (Continued)

This injunction shall be taken to be dissolved if motion to continue the same is not argued before this Court, on or before the 17th day of August, 1916.

By the Court,

Now. Aug 8. 1916 Injunction issued

Aug 8-16 Motion to Continue to Aug 14-1916, by B & F.

Now. Aug 9-1916, By paper filed J J Kinton Esq. appears for the defendants.

On Aug 9-1916 Service accepted on the within writ for the defendant named therein by J J Kinton as per his endorsement hereon and Served the within Writ of Injunction and Bill in Equity upon the defendants John H Miller & George Burkholder, Supervisor of Gulich Twp as follows: On Aug 9-1916 at 3:30 P M by personally handing a true & attested copy of this writ and a certified copy of the Bill in Equity to George Miller, Supervisor of Gulich Twp and on Aug 9-1916 at 2-30 P M by personally handing a true and attested copy of the within writ together with a certified copy of the Bill in Equity to George Burkholder Supervisor of Gulich Township, and by making known to each of them the contents thereof.

So - and Sts & McCloskey Shff

Aug 29 Motion to dismiss and order filed.

Now. Aug 29-1916 the injunction heretofore granted is dissolved and the bill of plaintiff is dismissed at the costs of pltf without prejudice to any further action By the Court.

September Term 1916.

C&K		Gyrie Bader	August 11-1916, Bill in Equity Filed
		Abe Skalala	To The Hon Augustus Dec. A.J. of The Cir.
		et. al.	Ct. Ct. of Cleveland &,
			Your Orators Complaining Say. &c,
Aug 11		4	Your Orators pray for The Following
			Relief:
		Chas Hands	First) That The Defts be decreed to Hold
		Trustee.	Said property as Trustees for The Immac-
		Hebner Hoover	ulate Conception Church.
		Hardware Co. &	Second That it be ordered, directed
		D.M. Lucheola	and Finally decreed That said Defts
			and each & every of Them Convey to
			The said Immaculate Conception
			Church The title to said Property upon
Pro Moore by agmt		2.25	Such terms & Conditions as This Hon-
"		2.5	Court May deem Just & Equitable.
4 Copies ordered		2.00	Third That The said Plaintiffs recover
Shff McCloskey		9.50	Their Costs &c for such other further
Pro Moore		.50	Relief as to Law and Equity May appertain
"		.50	Case Hamilton, Atty for Plffs,
"		.60	
"		1.50	affidavit filed.
4		.50	To The said Chas Hands Trustee & Defendants
"		.50	You and each of You are hereby Notified
"		.60	& Required within 15 days after Service
"		1.50	to Come and appearance entered for You
		.50	and to file Your Ans. in 30 days to The
W.J. Smith		3.25	Bill of The Plffs. and to abide what The said
Pro Moore		.60	Court shall decree.
		~~1.50~~ 1.50	You are also notified That if You fail
		.60	to Comply by not entering an Appearance
		1.50	in 15 days, if The Process says Oppon
			& by not filing Your answer in 30
			days Your will be Liable to have The Bill
			taken Pro Confesso & a decree made in
			Your absence. C & Hamilton for Plffs.
			4 Copies entered to Shff.
			Aug 9-4 1916 By paper filed Patterson & Gleason Attys
			enter their appearance entered for defendant.
			Sept 5-1916 By paper filed Antz & Antz enter their
			appearance for D.M. Lucheola
			Sept 11-1916 By paper filed on motion on Antz
			& Antz Attys for D.M. Lucheola's Fifteen days additional
			time is granted D.M. Lucheola to file his
			answer in this case By The Court.
			Hereby make return: On Aug 12-1916, served the within
			Bill of Complaint on D.M. Lucheola personally, by handing
			him a true and certified copy of the within Bill of Complaint
			& notice to appear and on Aug 12-1916 served within Bill
			of complaint upon Hebner Hoover Hard. Co. by personally
			handing to D.E. Hebner President of said Hebner Hoover Co
			a certified copy of the within Bill of Complaint & notice to
			appear and on Sept 15-1916 Service accepted on within
			Bill of Complaint & notice to appear for C. Hand Trustee
			and Hebner Hoover Hard Co by their Atty J.A. Gleason
			as per his endorsement hereon &c Ans. M. McCloskey
			Shff

No 4 Sept T 1916 Continued

Sept. 20 1916 Answer of D. M. Sinchiola
Oct 2 1916 Time for filing answer of Chas Hand Trustee and Hibner Hoover Hardware Co. is extended for 15 days from date.
Jan. 6 1917 Answer of Chas. Hand Trustee and The Hibner Hoover Hardw. Co by the Court, Company filed.
Jan 9 1917 Replication filed
Jany 31-1917. Amended answer filed and allowed in open court.
Mar 9 Jany 30-1918 This case settled by the parties

September Term 1916

6431

S B Isenberg

5

J Frank Brown
And Elizabeth
Coal Company, a
partnership.

Pro Moore Bystatn 2.50
" " .50
Shff McCloskey Pd by Plff. 7.60
Ex .75

Bill in Equity filed by Cole & Hartsuick Attys for Plaintiff, with dates & particulars.

Your orator, therefore, showing that he needs equitable relief prays:

First That an injunction may issue restraining the said J. Frank Brown, himself his heirs, agents and assigns from selling or disposing of said partnership property.

II That the said J Frank Brown be decreed a trustee of the coal mine known as the mine lot of the Isabue Coal Company, and that he be ordred and directed by proper conveyance to convey the said mine to J Frank Brown and S.B. Isenberg, trading as the Elizabeth Coal Co.

III That said J Frank Brown be compelled to account for the management of said business in detail.

IV That a receiver be appointed to take charge of said property and its assets complete, pending the accounting hereinbefore prayed for, and

V Such other and further relief as to law and equity may appertain and he will ever pray S B Isenberg by his Attys Cole & Hartsuick.

To the within named J Frank Brown and The Elizabeth Coal Co: You and each of you are hereby required within 15 days after service hereof on you to cause an appearance to be entered for you in the Common Pleas of Allegheny County, Penna., and to file your answer within 30 days to the within Bill of Complaint of the within named S.B Isenberg and to obserde what the said Court shall direct. You are also Notified that if you fail to comply with the above direction by not entering an appearance in the Prothonotarys office within 15 days and by not filing your answer within 30 days your bill be liable to have your bill taken for confess and a decree made against you in your absence. Witness our Hands and seals this 22 day of Aug 1916 Cole & Hartsuick attys.

Aug 30-1916 by paper filed Lumsden & Krebs enter their appearance for the defts.

Sept 6. 1916. Defendants Answer filed

Now Aug 26-1916 served the within Bill in Equity with notice to appear upon deft. J Frank Brown personally by handing him a certified copy of said Bill in Equity & notice to appear, and on same date served the within Bill in Equity on The Elizabeth Coal Co. by personally handing a certified copy of the within Bill in Equity to J Frank Brown Pres of said Elizabeth Coal Company. So says

Ira L. McCloskey Shff

Now Sept 18. 1916 the within discontinued at the instance of Plff Attest John H. Moore pro Thy

(2)
(3)
(4)
(5)

2 Feb. 1916 continued from Page 8 Harry Boulton vis A. L. Cole et al

(2.) That Harry Boulton, Mrs Jennie D Cole, J H Bailey, Mrs Ida M. Hess, Mary W. Gordon Shultz, John H Gordon, Leslie Gordon, James T. Gordon, Walter Welch, H T. DeHaas, Fred M. Shaffer and Rae B. Thompson are hereby awarded and allotted as tenants in common without ouwelly, as follows, all the coal, coal oil, fire clay and other minerals of every kind and character in, under, and upon all that certain piece or parcel of land situate in Sandy Township, Clearfield County, Penna, bounded and described as follows: Beginning at a post being the Northwest corner of Tract # 4229: thence East along the common line of said tract # 4229 and # 4234 to a post 54 perches from the Northeast corner of said tract # 4229: thence South along purpart C 308 perches to a post on the south line of tract # 4229: thence West along said line of tract # 4229, 289.7 perches to post: thence south 12 perches to a post: thence west 181 perches to a post: thence North along division line of tract # 4226 and # 4229, 323 perches to post and place of beginning containing 885 acres, more or less, known and designated in these proceedings as Purpart D. and valued at $8850.00

Said parties being entitled thereto in the proportions as follows: Harry Boulton, 4/33: Mrs Jennie D Cole 3/33: J. H Bailey 3/33: Mrs. Ida M. Hess, 3/33; Mary H Gordon Shultz, John H Gordon Leslie W Gordon and James T Gordon 4/33; Walter Welch 5/33: H. T DeHaas 5/33: Fred M Shaffer 3/33: and Rae B Thompson 3/33:

(3) That as to Purparts C & D., said purparts shall each have all the mining rights and rights of way incident to the said tract as a whole as originally reserved when the same was severed from the surface, so that as to any future operation or enjoyment of said purparts the said mining rights and rights of way, whatever they may be shall be incident to each of said purparts the same as though this partition had not been made

(4) That this allotment of purparts as aforesaid shall have the force and effect of a judgment in the Court of last so that the partition into purparts shall remain firm and stable forever, vesting the title to the said purparts as above stated in the parties respectively in severalty as allotted.

(5) That the prothonotary is hereby directed to tax an Atty Fee of $50.00 in said case for Boulton and Forsyth, Attys. for parties interested in this proceeding in addition to the Master's fee and all other costs incident to said proceedings

It is further hereby ordred and directed that all said costs so taxed shall be paid within 30 days hereafter by the parties plaintiff and defendant in this proceeding in the proportion to their respective interests in matter thereof viz:- Harry Boulton 4/36: Mrs Jennie D Cole 3/36: J K Seyler 3/36: J W Bailey 3/36: Mrs Ida M Hess 3/36: Mary W Gordon Shultz, John H Gordon, Leslie Gordon and James T Gordon, 4/36 Walter Welch 5/36: Fred M Shaffer 3/36: and Rae Thompson 3/36. and that failure to pay by the several parties according to their proportions as above, will entitle the parties interested in said costs and fees to enter the same as a lien against the several property of each and all of said parties directed hereby to pay, in addition to the other remedies by attachment for the enforcement of this decree and entitles the parties to proceed by Sheriff's sale upon the lien so acquired

By The Court Smeltzer P. J.

Nov 13 1914 In accordance with the decree of Court, on motion of Walter Welch Atty for Offr. the share of costs and fees to be paid by J K Seyler Thirty five & 34/100 ($35 34/) Dollars is hereby taxed as a lien on the premises allotted to the said J K Seyler under said order of Court.

Debt 35 34

John H Moore Prothonotary.

Dec 11 1914 Paid to W. J. Deshong & W. Welch by Check (No 3535) on note from John H Moore Pro.

Entered of Record this 12th day of July A.D. 1917 at 11:45 o'clock A.M. and is signed by the Court. Attest John H Moore Prothonotary

December Term 1916

P&P

	Lena Lane	Sept. 5-1916 Bill in Equity filed by Peitz & Peitz atty with particulars.
		Wherefore your orator prays—
	I	I That defendants be restrained from
		building or erecting any buildings on their
	John Kazor	premises so as to obstruct the present
	Anartocia Kazor	right of way across the property
		II That defendants be ordered to remove any
		and all buildings or any construction existing
		on their property which interfers with the use
		of said road or right of way, and to restore said
	Pro Moon 250	road and to render it as useful as before
	M Dewin 224	defendants started to excavate.
		III To pay to your orator all damages and
		costs suffred by her by reason of said obstruction
		of said right of way, together with costs of suit.
		IV Such further and other equitable relief as
		your orator may be entitled to and she will ever
		pray. Peitz & Peitz atty
		Affidavit filed.
		To John Kazor and Anartocia Kazor,
		within named defendants: You are hereby
		notified and required within 15 days after
		service hereof on you to cause an appearance
		to be entered for you in the Court of Common
		Pleas of Clearfield County Penna, sitting in Equity
		and to file your answer within 30 days to the
		within bill of complaint of the within named
		Lena Lane, 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 Prothonotary's
		office within 15 days, or filing your answer
		within 30 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 DuBois Penna this
		2nd day of Sept 1916
		W Peitz. John J Peitz atty Pltf
		State of Penna SS.
		Co of Clearfield Personally appeared before me
		a Notary Public in and for said County & State,
		Mike Devine, who being duly sworn according to
		law deposes and says he served on 4th day of
		Sept 1916, the within bill in equity on John
		Kazor by handing him personally true true
		copies thereof and served on 4 day of Sept 1916 the
		within bill in equity on Anartocia Kazor
		the within named defendant by handing
		to her personally true true copies thereof.
		Sworn & subscribed Mike Devine
		before me this 4 Sept 1916
		John J Peitz N.P.

December Term 1916.

C & M December Term 1916

Franc B Mann Admr de bonis non with the will annexed of William T Mann Dec'd of Fort Springs West Virginia Plffs.	Bill in Equity filed Oct 10-1916 by Cole and Hartswick Attorneys with particulars: To the Hon. Singleton Bell, President Judge of the Court of Common Pleas of Clearfield County: Your Orator prays for the following relief: I That: For a decree that Plffs exhibit "A" the option contract and said trust agreement, "Plaintiff's Exhibit B." be specifically performed.
2.	II That said John E Fryberger be commanded, directed and required to immediately pay over
John E Fryberger Trustee The Raine Lumber Co a corporation under the laws of State of West Virginia and T N Raine Defts	to your orator the said sum of $7,148.85 of the monies in his hands as trustee under Exhibit "B." III For such other and further relief as to law and equity may appertain. And he will ever pray. Cole and Hartswick Solicitors for Plff. Affidavit of Franc N Mann attached
	To John E Fryberger, Trustee, The Raine Lumber Co a corp. under the laws of the State of West Virginia, and T. N. Raine:
Pro Moore 2,50	You and each of you are hereby notified
" " ,50	and required within fifteen days after service
" " 1,50	hereof or you to cause an appearance to be entered
" " 1,00	for you in the Common Pleas Court of Clearfield
,50	County, Pa. and to file your answer within
Printing Bill 32,50	30 days to the within Bill of Complaint of within
Pro Moore Docs 1,75	named Franc N Mann, admr. de bonis
" " ,25	non with the will annexed of William T Mann
" " Judge 1,75	late of Fort Springs, West Virginia, plaintiff and to
" " 1,50	observe what the Court shall direct.
Trustee ans. 12,00	You are also notified that if you fail
Counsel for Trustee 100,00	to comply with the above direction by not
" " Plff 200,00	entering an appearance in the Prothonotary's
	office within fifteen days and by not filing
	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. Witness our hands at Clearfield, Pa
	this 6 day of Oct A D 1916 Cole & Hartswick
	Solicitors for Plff.
	Sept 22-1916 I John E Fryberger Trustee
	hereby accept service of within Bill of
	Complaint and waive service thereof.
	This acceptance for myself as Trustee alone
	John E Fryberger Trustee
	Oct 10-1916 By paper filed Geo R Ziegler enters
	his appearance for John E Fryberger Trustee.
	Oct 10-1916 Trustees answer filed.
	Oct 16 1916 Answer filed
Nov. Jany 30 1917.	Order for Service filing.
Nov. 29 July 1917.	order of Court filed
" " " "	Now therefore it is ordered and
	directed that the Plaintiffs may cause said Bill of
	Complaint to be served upon the said Raine Lumber Co
	& T. N. Raine in the State of West Virginia: That said Bill
	of Complaint shall contain a Notice to the said

Jany 26/1920 #116
Recd my costs in this case
John K Moore

Forward

No 7 December Term 1916. Continued.

Defendants to cause an appearance to be entered for them in the Court of Common Pleas of Georgetown County, within fifteen days after service hereof on them and to file their answer, within 30 days after said Bill of Complaint has been served upon them, and that a copy of this order be served on each of said defendants along with said Bill of Complaint, and application to proceed in such case be according and filing in said Case as required by law.

By the Court.

Feb. 13 1917 Aff of Service on Paine Lumber Co filed.

Now, March 12-1917, By paper filed by atty for the Plaintiffs Judgment pro confesso is hereby Entered in favor of the Plaintiffs & against the Defendants for failure to enter an appearance and to file an answer, as required by Equity rules.

Judgment Pro Confesso.

John H Moore. Prothy.

Returnable to Next Apl Court.

March 20-1917. Final decree filed.

And now March 19-1917, It is ordered & Adjudged & Decreed:-

First That the Articles of Agreement made the 26th day of Nov. 1915 between L W Nuttall et al of the first part and T W Raine of the second part, and marked Plaintiffs Exhibit A, and the trust agreement dated February 3-1916 & marked Plaintiffs Exhibit B, as set forth in Plaintiffs Bill of Complaint be specifically performed as prayed for.

Second That Spalding E Gaylord, Edward Post and Francis R Mann, Administrators de Bonis non with the will annexed of William T Mann late of Hot Springs West Virginia The sum of Seven Thousand One Hundred Forty Eight & Eighty five one hundredths dollars, #7148.85 being the Moneys in the hands of said Trustee under said Trust agreement of February 3-1916 and marked Plaintiffs Exhibit "B."

Third: That There shall be taxed as part of the costs in this Case #32.00 Covering the printing of Defts Bill. #12.00 Covering the expense of printing the answer of the Trustee. #100.00 of Counsel fee to Counsel of the Trustee and #200.00 Counsel fee of Two Hundred Dollars to the Counsel of the Defts which said items as aforesaid together with all other Record Costs, shall be paid by said T W Raine & The Raine Lumber Co. two of the defendants in said case.

By the Court.

Aug Dennis Bellinger J.

December Term 1916.

L & K

Ella Stewart
admrx of John
B Stewart

3.

Perfection Knitting
Mdchine Co.

Pro Moore by atty $2.50
" " .50
.50

Oct 10-1916, Bill in Equity Filed.
To the Honorable Singleton Bell PJ
Your orator prays:
That the Court may order the issue
to her of a new certificate of stock to represent
59 shares owned by her late husband and
to take the place of the certificate so as aforesaid
destroyed: and to that and prays that his
Bill be served upon Perfection Knitting
Machine Co. and such other orders be made
in the premises as may be appropriate.
Ella Stewart Admrx

Affidavit attached.

To the within named Perfection Knitting Co:
You are hereby notified and required within
15 days after service hereof on you to cause
an appearance to be entered for you in the
Court of Common Pleas of Clearfield County
Pa. and to file your answer within 30 days
to within thirty days to within Bill of
complaint of within named Ella Stewart
admrx of John B Stewart and to observe
what the Court shall direct.
You are also notified that if you fail
to comply with the above directions by
not entering an appearance in the Prth.
office within 15 days and by not filing
an answer within thirty days you
will be liable to have the Bill taken
pro confesso and decree made against
you in your absence
Witness our hands and Seal this 10 day of
Oct 1916 Twright & Krebs.
John N. Ingley Secty & Treas. of Perfection Knitting
Mdchine Co enters his appearance.
10 Oct. 1916 Service of within Bill in Equity
and the notice endorsed thereon is
hereby accepted and service waived
Perfection Knitting Machine Co
John N Ingley Sec & Treas

Nov. 9-1916 Bond Filed and approved by the Court
Nov 6-1916 The above case having come on to be
heard by testimony in open Court, and witnesses having testified on the
part of the complainant, and a member of defendant corporation having
been on the witness stand and offered no opposition to the averments
of the complaint: and satisfactory proof having been made to the
Court of the destruction of a Certificate of stock of the Perfection Knitting Machine
Co that had been transferred to John B Stewart, representing the ownership of
fifty-nine shares of the Capital stock of said corporation: and the other material
averments of the Bill in equity having been made out to the
satisfaction of the Court, it is ordered adjudged and decreed
I That the Perfection Knitting Machine Company issue to
Ella Stewart, administratrix of John B Stewart deceased
a new certificate of stock to evidence the ownership of fifty nine

shares of Capital stock of said corporation that belonged to said John L. Stewart at the time of his death

2d That before the issue of said certificate the complainant give a bond in sum of Five hundred dollars with surety to be approved by this court, to protect the Perfection Knitting Mill Company or any person or persons injured by the issue of new certificate from any liability or expense which it may or they may incur by reason of the original certificate remaining outstanding

3rd That the complainant pay the record costs of this case

By the court

December Term 1916

C&H
Bouton
Jno E Evans

P. M. Clark, Pres. — Harry Boulton V.P. — John C Forsyth Secty & Treasurer — P M. Clark.

Nov. 27-1916 Peff by its Atty's file Bill of Injunction against Defts

Your orators complain and say:

First:- That by virtue of Articles of Association voluntarily entered into on or about the 15th day of September, AD 1909, and revised from time to time and finally adopted in 1916 certain of the Bituminous Coal operators in a coal field or district known as Central Penna, etc:

Wherefore, Your petitioners pray for the following relief:

First:- That said Moshannon Coal Mining Company by its officers and agents be required to specifically perform and observe the terms and conditions of Exhibit "A" and Exhibit "B" of this Bill.

Second: That said defendants by injunction preliminary at first and to be made perpetual hereafter be enjoined from violating the terms of Exhibit "B", or from varying, changing or altering the terms of said contract (Exhibit "B") in any part or parcel thereof:

Third: That said defts and each and every and all of them, and their agents, servants and employees be restrained by a like injunction from carrying out the terms of Exhibit "B" of this Bill:

Fourth: Such other and further relief as your orator may in equity be entitled to receive:

Fifth: That the defendants pay the costs of this proceeding.

Pro Moore
"by opp 2.50
"by opp 1.00
20 Mrs 7
Injunction 25.00
Pff MC 2.20
" " 20.00
" " 2.90
" " 8.10
" by Pff 23.60
" " 15.00
Pro Moore .50
" .50
" .50
32 Mths 3.20
Typists 1.50
" .50
" .50

P. A. Hartpiel.
H. A. Macy.
Chester Langdon.
C. O. Madeira
J. C. Evans.
H. B. Douglas.
W. R. Cordiz.
C. B. McCandless.
T. H. Watkins.
J. A. Boucher.
J. R. Carley.
Officers & members of The Executive Committee of The association of Bituminous Coal Operators of Central Penna. an unincorporated association for & on behalf of The association & for & on behalf of All The Members Thereof.

Coe & Hartswick, Harry Boulton
John C Evans Counsel for Peff.

4

The Moshannon Coal Mining Co. a corp Chas T Rowland, Pres. and C. A Rickenbaugh manager, Chas T Rowland Lawsh Baird, C. A Rickenbaugh and J. G Anderson, trading as Baird Rickenbaugh & Company agents and contractors, and The United Mine Workers of America of District #2, a voluntary unincorporated association James Purcell, President, Chas O'Neil Vice Pres Richard Gilbert Secty & Pres. and Local Union #2 of United Mine workers of America Distnct #2 of Osceola Mills Pa.
Defts.

Clearfield Co. SS.

Jno C Forsyth being duly sworn says that he is the Secretary and Treasurer of Association of the Bituminous Coal Operators of Central Penna: that he is familiar by virtue of his position that the facts set forth in forgoing Bill of Complaint; and that he verily believes the same to be true and expects to be able to prove the same on hearing hereof Jno C Forsyth.

Sworn & Subscribed to before me this 27 day of November 1916. M S Mitchell N P.

And now Nov 27-1916 we hereby certify that there has not been sufficient time to print this Bill and pray for leave to withdraw same and have it printed in pursuance of Rules of Court in such case made & provided

Harry Boulton

J C Forsyth Affedavit attached
H B Douglass " "

Nov 27 Bond Filed and approved by the Court

Now, Nov 27-1916, the Bill Injunction, affidavits and Bond presented, read and considered, whereupon it is ordered, adjudged and decreed that the Moshannon Coal Mining Co, its officers, agents and employees be and they and each of them-

are enjoined and restrained until further order of this Court from departing from or violating the scale agreement of Apr. 1-1916 known as Exhibit "B" and also from carrying out or performing the terms of Exhibit "B".

This Injunction to be taken as dissolved unless a motion to continue the same be argued before this Court on the 4th day of December AD. 1916 at 10 o'clock A.M. By the Court

To the within named defts. You are hereby notified & required within 15 days after service to cause an appearance to be Entered for You in the Court of Common Pleas of Cleveland Co. and to file your answer, within 3 days to the within Bill of Complaint. If the within Named Association of Bituminous Coal Operators of Central Penna. and to abide & perform the Order & decree of the Court. You are also Notified that if you fail to comply with above direction by not Entering your appearance in the Prothonotary's Office within 30 days. You will be liable to have the Bill taken for confessed and a decree made against You in your absence. Witness our hands & seals at Cleveland Co. This 27th day of Nov. 1916.

A.L. Cole, Harry Bauerlein Jr. & E. Evans atty's for Plff

Nov. Dec 6-1916. By paper filed Livingston & Webb, Enter their appearance for Moshannon Coal Mining Co., Certain of the defts.

Nov. December 7-1916. Defendants answer filed by L. Webb Esq.

" " 7 1916. Defendants answer filed By Alston A. Smith for part of Defendants.

December 7-1916. Amended Bill filed

Nov. December 4-1916. Service of the within Bill in Equity accepted for Chas. Rawlings et. al. Defts. Livingston & Webb, atty's for defts.

Dec. 7-1916. Motion for leave to file an amended Bill & C.

Nov. Nov. 28-1916. Subpoena issued. Nov. Nov. 28-1916 Served the within writ of injunction and attached Bill on defts. The Moshannon Coal Mining Co. a Corp. by personally handing a true and attested copy of the within writ to C.A. Beckenbaugh Manager of said defendant Co. at their office or place of business in the Boro. of Osceola Clearfield Co. Pa. and on Nov. 28-1916. Served the within writ of injunction and attached Bill in Equity on Lawshe Baird & C.A. Beckenbaugh, Members of the firm of Baird Beckenbaugh & Co. by personally handing a true & attested copy of the Bill of Equity to each of them, & making known the contents thereof to them. Complainant desires no more filing by the said Sheriff. Jno. C. McAdoo.

Nov. Dec. 7-1916. Hearing had before the Court.

Continued to Dec 14-1916., at 10. a.m.

Nov. Dec. 16-1916. Order of Court filing. Nov. December 16-1916. The matter taken under consideration and an opinion will be filed continuing or dissolving the preliminary injunction heretofore issued by this Court, whereby the pending injunction against the Moshannon Coal Mining Company, as originally issued, Continued until the filing of opinion and order by the Court.

By the Court.

Nov. Jany 22-1917. Petition to re-open hearing filing, by defts.

Nov. Jany 22-1917. Rule granted on Plffs. to show cause why hearing shall not be re-opened. Returnable Jany 29-1917. At which time evidence will be heard if appeared by either party

By the Court.

Continued to Page (36)

(over)

No. 4, December Term. 1916. Continued

Equity.

Nov. January 26-1917, Service of The within rule accepted and Service thereof waived.
Babcock & Forsyth, atty for Plff.
Nov. Feby 1-1917, Amended Bill filed By Complts.
Nov. Feby 1-1917, Bill served upon Defendants and Counsel for Defendants by handing to them Ten Copies of The endorsed Bill. John C Forsyth, atty for Plffs.
Nov. February 1-1917, Replication filed.
Feby 17-1917 Notice of Lodging Testimony filed
Nov. April 9-1917 Opinion & Decree filed and
Nov. April 9-1917, The temporary injunction granted on November 27-1916, is dissolved. This order does not however, decide, dispose of or Effect The disputed question of fact or law or indicate The disposition of The Cause by The final decree by which relief prayed for will be granted or refused.
To. Die Exceptions Noted, and bill sealed to Plaintiff.
April 9-1917. Plffs request for finding By The Court,
of facts & law. filed

1 Feb T. 1916 DeHaas vs Boulton et al Cont'd from page 7

(1) That J K. Sugden is hereby awarded and allotted without ownelty all the coal, coal oil, fire clay and other minerals without ownelty, in, under and upon all that piece or parcel of land situate in Sandy Township, Clearfield County, Penna, bounded and described as follows:- Beginning at the Southwest corner of tract No. 4226: thence North 320 perches, more or less to a post, being the southwest corner of Tract # 4235 and the common corner of tracts #4225 and #4226: thence east along tract #4235, 65 perches, more or less, to post: thence south along balance of tract #4226 320 perches, more or less to post in South line of tract #4226. thence West along south line of tract #4226, 65 perches more or less to post and place of beginning. containing 124 acres, designated herein as Purpart A 1 valued at $124.00

Also all the coal, coal oil, fire clay and other minerals in, under and upon tract of land situate in Huston Township, Clearfield County, Penna, being the Western half of Warrant #5676, containing 500 acres designated herein as Purpart A 2 and valued at $500 oc

Also all the coal, coal oil fire clay and other minerals in, under and upon all that portion of warrant #5677 situate in Huston Township, as aforesaid contiguous to Warrant #5676, bounded and described as follows, Beginning at a post, the common corner of Warrants 5676 and 5677 on their Westerline thence East 260 perches along the common line of Warrants 5676 and 5677 to a post: thence South along division line of said tract #5677, 50 perches to a post: thence West along Purpart B.6 260 perches, more or less, to post: thence North 50 perches to a post and place of beginning. containing 82 Acres, more or less, to post. thence North 50 perches to a post and place of beginning. containing 82 acres more or less: designated herein as Purpart A 3 and valued at $82 oc

(2) That H T. DeHaas, Harry Boulton, Mrs Jennie D Cole, J W Bailey Mrs Ida M Hess, Hallie Welch, Mary W Gordon Schultz, John W Gordon, Leslie Gordon and James T. Gordon are hereby awarded and allotted as tenants in common, without ownelty, as follows: all the coal, coal oil, fire clay and other minerals in, under and upon all that certain tract or piece of land situate in Sandy Township Clearfield County, Penna, bounded and described as follows: Beginning at a post 65 perches East from the Southwest Corner of tract #4226: thence North along the division line between Purparts A 1 and B. 1, 320 perches to a post 65 perches more or less, from the Northeast corner of tract #4226: thence east along tract #4235, 1440 perches more or less, to a post, being the common corner of tracts #4226, #4229, #4234, and #4235: thence south along tract #4229, 320 perches, more or less, to post, being the southeast corner of tract #4226: thence west along the south line of tract #4226, 1440 perches more or less, to post and place of beginning. Containing 866 A. more or less, being known and designated in these partition proceeding as Purpart B. 1 valued at $866 oc;

Also all the coal, coal oil, fire clay and other minerals in, under and upon tract of land situate in Sandy Twp. Clearfield County Penna being all of warrant #4235, containing 986 acres designated herein as Purpart N 2 and valued at 986 oc

Also all the coal and stone in and under tract of land

Cont to next page

Cont'd from page 37

situate in Sandy Township, Clearfield County, Penna. being part of Warrant #4336, containing 436 acres, designated in these partition proceeding as Purpart B 3 and valued at $436.00

Also all the coal, coal oil, fire clay and other minerals in under and upon tract of land situate in Sandy Twp. Clearfield County, Penna, being part of Warrant #4225, containing 250 acres, designated in these partition proceeding as Purpart B 4 and valued at $250.00

Also all the coal, coal oil, fire clay and other minerals in, under and upon tract of land situate in Sandy Twp. Clearfield County, Penna. being part of warrant #4397, containing 9 acres, designated in these partition proceeding as purpart B 5 and valued at $9.00

Error. Duplicate of above paragraph

Also all the coal, coal oil, fire clay, and other minerals in under and upon tract of land situate in Sandy Township Clearfield County, Penna, being part of warrant #4394, containing 9 Acres designated in these partition proceeding as Purpart B. 5 and valued at 9.00

Also all the coal, coal oil, fire clay and other minerals in, under and upon that certain track or piece of land situate in Huston Twp Clearfield County, Penna. bounded and described as follows: Beginning at a post 50 perches from the Northwest corner of tract #5677: thence East along the division line between Purpart A 3 and Purpart B 6, 760 perches, more or less, to post: thence South along a division line separating tract No 5677, 270 perches, more or less to post on south line of tract No 5677: thence West along said South line of tract #5677, 760 perches more or less to post being the Southwest corner of tract No 5677 thence North 270 perches, more or less, to post and place of beginning containing 418 cares, more or less, and being part of tract No 5677. known and designated in these partition proceedings as Purport B 6 and valued at #418.00

Also all the coal, coal oil, fire clay, and other minerals in under and upon tract of land situate in Pine Twp. Clearfield County, Pa. being part of warrant #5670, containing 1070 acres, designated in these partition proceeding as purpart B 7 and valued at $1070.00.

Also all the coal, coal oil, fire clay and other minerals in under and upon tract of land situate in Pine Twp. Clearfield County, Penna. being part of warrant #4265, containing 890 acres, designated in these partition proceeding as Purport B 8 and valued at $890.00

Said parties being entitled thereto in the proportions as follows - H T Detta as 2/21: Mrs. Jennie D Cole 3/21: J W Bailey 3/21 Mrs. Ida M Hess 3/21: Mary H. Gordon Schultz, John H. Gordon, Leslie Gordon, and James T. Gordon 4/21, Harry Boulton 4/21, and Walter Mech 2/21.

Error No. 3 should be here

13 That this allotment of purparts as aforesaid, shall have the force and effect of a judgment in the court of law so that the Partition into purparts shall remain firm and stable forever, vesting the title of said purports as above stated in the parties respectively in severalty as allotted

next page

Cont'd from Page 38

3 That as to Purpart A.1 and Purpart B.1 being a division of tract No. 4226, and Purpart A 3 and Purpart B 6 being a division of tract No 5677. said purparts shall have all the mining rights and rights of way incident to said tracts as a whole as originally reserved when the same were severed from the surface, so that as to any future operation or enjoyment of said purports the said mining rights and right of way whatever they may be shall be incident to each of said purparts the same as tho this partition had not been made

(5) That the Prothonotary is hereby directed to tax an attorney fee of 50.00 in said case for Walter Welch, Esq. Attorney for Plaintiff, in addition to the Masters fee and all other costs incident to said proceedings

It is further hereby ordered and directed that all said costs so taxed shall be paid within thirty days hereafter by the parties plaintiff and defendant in this proceeding in the proportion to their respective interests in the whole thereof viz: W. J. DeHaas 3/34 : Mrs Jennie D Cole 3/24 : J K Seyler 3/24 : J H. Bailey 3/24 : Mrs Ida M Hess 3/24 : Mary J Gordon Schultz, John W Gordon Leslie Gordon and James T. Gordon, 4/24 Walter Welch 3/24 and Harry Bowton 4/24, and that failure to pay by said several parties, according to their proportions as above, will entitle the parties interest in said costs and fees to enter the same as a lein against the interest of each and all of said parties directed hereby to pay, in addition to the other remedies by attachment for the enforcement of this decree and entitle the parties to proceed by Sheriffs sale upon the lien thus acquired. By the Court

Nov. Nov. 13 1917 In accordance with the decree of the court, on motion of Walter Welch Atty. for Pff. the share of the costs and expenses to be paid by J. K. Seyler Eighty one & 98/100 ($81.98) Dollars is taxed as a lien on the premises allotted to the said J. K. Seyler under said order of Court.

Debt. $81.98

July 11 1914 Paid to W J DeHaas & Walter Welch $81.98 by Ck No 3535, C. Nail Bank. John K Moore Pro. — John K. Moore Prothonotary

And now July 11 1914 day of July ... payment is satisfied in full ... filed, the above judgment debt interest and costs. John K. Moore Pro
Attest John K. Moore

February Term 1917

Patterson & Patterson

Patterson & Patterson

Dec 8-1916

Woodward

Joseph Pickering

I

H. C. Gardon, Atty in fact for F. M. Gardon, Frank Gardon, Blake Gardon, Frank Kittelberger Kittelberger Bros.

Bill in Equity and Bill of Injunction filed by Patterson and Patterson Attys.

Your orator complains and says: 1st That by agreement bearing date the 23rd day of March, 1914, he leased from H. C. Gardon, atty-in-fact for F. M. Gardon, all that certain lot or piece of ground situate in the Boro of Clearfield, Clearfield County, Penna, known as Nittnen Inn Hotel property, bounded on the East by land of J. G. McGoreny, on the South by an alley, on the West by second street and on North by property of D. I. Snyder, with the appurtenances thereunto belonging, reserving and excepting however, out of the same, that portion of said Brick Hotel building, situate at the Northern end of said building which is now used and which has been heretofore occupied as a Resturant, as also the Coal-house, adjoining McGoreny line, for use of the Resturant, with Access to same.

Sec. 2. That the term of said lease was for three years, with an Option and privilege to extend said terms for two years beyond said term. The rental of same being $1800.00 per year, payable in monthly installments of $150.00 each, which said payments have been promptly made up to date.

Sec. 3. That your Petitioner entered into possession of said lease-hold premises and has continued to use and occupy peaceful possession of same until the morning of Dec. 7-1916, That during his absence from home on the morning of 7th instance the Respondents, by their employees, entered into and upon the aforesaid lot of ground, forcibly and without the permission of your petitioner, began to dig trenches, throw up piles of dirt and make excavations therein, with intentions, it is alleged to construct a water-closet, lay drains therefrom and to occupy a portion of your Petitioners leased ground as a water closet for the use of the employees and patrons of Jordan Resturant

Sec. 4. That upon your petitioners arrival at home, about noon of 7th day of December, and finding the employees of the Respondent engaged in making excavations in and upon his said leased lot, he remonstrated and ordered them off of the premises. That he then, with his Counsel, notified the employees to remove from the property and was compelled, in order to have his instructions obeyed to issue a Warrant for the arrest of the employees.

Sec. 5. Your petitioner would further represent that said water closet, if so erected, will be in such close proximity to his Hotel as to be a menance to the health of his family, his employees and the guests of his house. That said water closet, if erected, would be used indiscriminately by the employees of the Resturant and its Customers and from the Numbers thereof, could not or would not be kept in good sanitary condition. That the slops, refuse and debris from the said Resturant, at the present time and for a year or more has been thrown on your Petitioners lot from the Kitchen door,

	Pro Moore	7.50
	Shff Wm Elcock Jd Dft & Mcc	9.30
	Pro Moore	.50
	" "	1.50
	" "	.50
	" "	1.00
	Jeff's Bill	24.96
	Frank Butler	1.50
	Pro Moore	.50
	" "	.25
	J. C. Moore, Dft Jeffs.	1.20
	Pro Moore	.50
	Atty fee	25.00

June 2, 1917 Read of Patterson & Patterson Attys. My costs 7.25 John W. Moore Pro.

about noon of 7th

where this water closet is proposed to be erected, and has been a continual nuisance and annoyance to your Petitioners and that the erection of this water-closet would only make matters worse in menacing the health and comfort of your Petitioner, his family, employees and guests.

6th 7- Your petitioner would further represent that Blaine Cardon, one of the aforesaid Respondents, acting for himself, Frank Cardon and F M Cardon upon several occasions has threatened to erect a water-closet, as aforesaid forcibly and against the wishes, will and consent of your petitioner.

Sec 8. Your Petitioner, therefore, representing that he has no adequate remedy at law; that the water closet, if so erected, will be a menace to the health and comfort of your Petitioners, his family, employees and guests of his house; and that the said Respondents have no right in Law or Equity to occupy any part of your petitioners leasehold premises for any purpose whatsoever prays your Hon. Court that a preliminary Injunction issue, to be made permanent upon hearing, restraining the respondents from the erection of any construction as aforsaid, or the occupancy of any part of the leasehold premises mentioned in the aforsaid Lease. And that the Court give him such other and equitable relief as it may deem just. Joseph Pickering.

Affidavit filed

To N. C. Cardon, atty in fact for F. M. Cardon, Frank Cardon, Blake Cardon, Frank Kittelberger, Kittelberger Brothers. You are hereby notified and required within 15 day after service hereof on you to cause an appearance to be entered for you in the Court of Common Pleas of Clearfield County, and to file your answer within 30 days, to the within Bill in Complaint of the within named Joseph Pickering 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 15 days, and to file your answer within 30 days, you will be liable to have the bill taken Pro confesso and a decree made against you in your absence. Witness my hand and seal this 8th day of December 1916 at the offices of Patterson & Patterson Keystone Bldg. Clearfield Pa

Patterson & Patterson Attys for Piff

Dec 8-1916 Injunction issued.

Dec 8-1916 Bond Filed and approved By the Court

Dec 8-1916 Pet for Preliminary injunction Filed.

Now Dec 11-1916 hearing and injunction continued until Fri Dec 15-1916

Served the within writ of Injunction and copies of Piff Bill in Equity and notice to cause an appearance on defendants as follows: On Dec 9-1916, Served the within writ and copies of Piffs Bill in Equity upon N. C. Cardon Atty in fact of F M Cardon and Blake Cardon by personally handing to each of them a true and attested copy of the within writ and a copy of Piff's Bill in Equity and notice to cause an appearance, and on Dec 9-1916 served the within writ and copy of Piffs Bill in Equity to George Kittelberger, and on Dec 11-1916 at 8-13 Am served the within writ and copy of Piff Bill in Equity upon Frank Kittelberger personally by handing him a true and attested copy of within writ and a copy of Piff Bill in Equity and notice to cause an appearance and make return of writ. Costs as to Frank Cardon. So Ans. Isa C. McCloskey Shff.

Mar Feby 3-1917. Order of Court filed. Rule granted upon defendants to show cause why attachment should not issue for Contempt of Court. Returnable on the 10th day of February A.D. 1917. at 1:30 O. Clock P.M.

By the Court.

Court Prop's (46)

February Term 1917

Peutz & Peutz

Hyman Mazie

2.

Boyer & McH suggested -

6 M Mead
(Sylvia J Mead) exectrix

Dec 11-1916 Bill in Equity filed by Peutz & Peutz Atty
Your orator is informed and believes that 6. M. Mead and Sylvia J Mead, his wife, were the owners of the capital stock of a certain corporation organized under the laws of Pennsylvania, known as 6 M. Mead Co., and organized for the purpose of dealing in spirituous Malt and brewed other liquors in the then Borough of Dubois, now City of Dubois, County of Clearfield and State of Penna., which said Corporation was capitalized at Five thousand dollars and the capital stock of said corporations as your orator is informed and believes was fully paid in, of which said corporation the said 6 M Mead was president and gunral manager. etc -

Your orator therefor prays the Court:

First To compel the said 6 M Mead to transfer to transfer to your orator thirty-three and one third per cent (33⅓%) of the capital stock of said corporation.

Second. That said 6 M. Mead be compelled to account to your orator for the profits on one third of said capital stock of said corporation during the time your orator was an employee of said corporation

Third: Such further and other equitable relief to which your orator may be entitled.

Peutz & Peutz Solicitors for Plff

Pro Moore Atty 2.50
W P Smith 1.12
Pro Moore .50
" .30
" .60
" 1.50
" .30
" .50
" .50
" 1.00
" .50
" 1.50
" .60
" 1.50
" .60
" 1.50
Hearing Sept. 1918 1.00
Pro Moore .50
" " .50
Miller Devine 4.31
" " 1.91
Pro Moore .50
" " .50
" " .25

To 6 M Mead, within named defendant:

You are hereby notified and required within 15 days after service hereof on you to cause an appearance to be entered for you in the Court of Common Pleas of Clearfield County Penna, Equity in Equity and to file your answer within thirty days to the within Bill of complaint of within named Hyman Mazie and to observe what the said Court shall direct

Your are also notified that if you fail to comply with the above directions by not entering an appearance in the Pro. office within 15 days, or filing your answer within 30 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 Dubois, Penna, This 1st day of Dec AD 1916 Peutz & Peutz, Solicitors for Plff.

Dec 9-1916, served the within bill in equity and notice on the within named 6. M Mead personally by handing him a true & true copies thereof as answers. W. P Smith

Personally appeared before me, a Justice of the Peace who being duly Sworn according to law deposes and says that the fact set forth in the foregoing return are correct and true to the best of his knowledge and belief. W P Smith

Sworn & Subscribed before me
this 9th day of Dec 1916
Dorsey D Neff
J P

Dec 26, 1916 By paper filed R. E. Boyer Atty enters his appearance entered for 6 M Mead Defn

Jan 9-1917 By motion of Miller and Hartsuck attys of Solicitor for Defendant the time for filing defendants demurrer is extended for a period of thirty days from this date. By The Court
January 19 1917 Demurrer filed.
Jan. March 6-1917, by Paper filed Crossright & Kraber, enter their appearance for Defendant Mazie Pfff. C.
Jan. April 12-1917, Opinion & Decree filed.
Jan. April 12 1917, The Demurrer is sustained, with leave to Plaintiffs to present within Seven days this Motion for a leave to Amend upon Terms, Exception Noted and Bill ordered for the Plaintiff.
By The Court.
Apr 16, 1917, Petition for leave to extend time of filing amended statement filed.
Now, Apr 16, 1917, leave granted to Amend Bill on or before May 1, 1917, with leave to ask for a further extension. By the Court.
April 30, 1917, Petition for leave to extend time of filing amended statement filed
Now April 30 1917 On motion of counsel for Plff time for filing amended bill is extended to June 1, 1917. By the Court.
May 14, 1917 By paper filed L. E. Boyer & Miller & Hartsuck Attys enter their appearance enters for C. M. Mead & Co.
May 14 1917 Plff Amended Bill filed, Leave granted to file same by the Court.
Now May 28 1917 On motion of Miller & Hartsuck Attys for Defendant the time for filing Answer to Plff's amended bill is extended to July 1, 1917. By the Court
June 25 1917 Defendants Answer filed.
July 2 1917 Plff's Replication filed
Sept 20 1918 Motion to dismiss filed
June 10-1918 on orgl list & heard by the Court.
Feby 24 1919 Testimony Lodged & Matter
Now 28th day of June A. D. 1919. The death of C. M. Mead on March 17th. 1919 is suggested on the record and that Letters Testamentary on his estate were granted to Sylvia J. Mead on April 9th - 1919 & Sylvia J. Mead, executrix of C. M. Mead deceased is substituted as a party-defendant on the record in place of C. M. Mead.
Miller & Hartsuck attys for Defts.
July 2nd 1919 Plaintiff's request filed.
Now Dec 23rd 1919. By Paper filed this case is discontinued of Record. Benj and Pelz attorneys for Plff.

February Term 1917

MTOR.

Esther A. Moore
Davey Summers &
Olie J. Williams

vs.

Orange Thurston.
Roby Thurston & wife.
Stephen Nichols.
Guardian J. Rush
Thurston.
Jesse Thurston &
Eppie Thurston.
John Patterson.
Alson Brown.
Guardian of Elden
Patterson & Fermin
Patterson.
Roxana Ross.
Rush Thurston.
Jewel Thurston
Clifford Thurston.
Elden Patterson.
Fermin Patterson.
Defts."

Pro Moore by atty 2.50
" " Cost in equity Bill 3.00
Shff McClusky cr 17.00

Rec'd Dec 31-1917 of
Geo. C. Ross also cost.
Pro Moore 3.00 Shff McClusky 17.00
John N. Moore
Pro

Jany. 3- 1917. Bill In Equity filed
By Murray & Laughlin &c.
Solrs. Thereon Prays."
1. That The above named defendants Shall
be required to enter their appearance herein
and to make answer to the Matters herein
before complained of.
2. That Partition be Made of The said premises
among The parties interested Therein:
3. That Thereafter This petition be referred to
a Master or Masters and a Commissioner
to divide & partition The said Lands and
premises into purparts and to value the
same, and to ascertain The amount
if any That Shall be Charged Thereon for
Quality, or which Shall be paid or secured
to The parties to whom no purparts can
be allotted in The Manner authorized by
Laws.
4. That an account be taken of The rents
profits & income of said Real Estate and
That The proportionate part Thereof due
each of The Plaintiffs & Defendants be
allotted and decreed to each of them."
5. That There be allotted to each of them, the
respective shares of such in said Real Est.
and said rents profits & income therefrom
to be Thereafter held by each of them in
severalty:
6. That if such partition & allotment of
The said Real Estate cannot be made
without prejudice to The parties in
interest, and Shall be required by them
That The said premises be sold, and the
proceeds Thereof dividing among the
parties entitled Thereto according to
their respective interests, and That
The Execution and delivery of a Deed or
Deeds of Conveyance to The purchaser or
purchasers upon The purchase Money
Thereof being paid or secured
be directed by Your Honorable Court to
be made by said Master appointed by
Your Honorable Court.
7. And such other and further relief
as to Your Honorable Court Shall seem
necessary, under The Circumstances"
and Your Orator will ever pray.
Murray & Laughlin
Sol for Plfs.

Dec 28-1916 Affidavit made by
Esther A. Moore & more for Bill.
To Orange Thurston et al. You are
hereby Notified & required within
15 Days after Service hereof on You
Continued. Next Page

No. 3. Reby. Continued)

to cause an appearance to be entered for you in the Court of Common Pleas of Georgia Co. Ga. sitting in Equity and to file your answer within 30 days to the within bill of complaint which the Court shall direct. You are also notified if you fail to comply with the above directions by not entering an appearance in the Prothonotarys Office within 15 days you will be liable to have the Bill taken for Confessed and a decree made against you in your absence, Returned and hands of Deputy This 3d. This day of January 1917. W.T. Oliphant for Sheff.

Hereby make return. On Jan. 5th 1917 I served the within Bill in Equity and notice to file affidavit of defense on Orange Thurston by handing a true and attested Copy of the within Bill in Equity & notice to an adult member of his family at his dwelling house and on Jan 5th 1917 I served the within Bill in Equity & notice on Seymour Michaels guardian of Clark Thurston Jewel Thurston & Clifford Thurston by handing a true and attested copy of the said within Bill in Equity & notice to an adult member of his family at his dwelling house. And on Jan 5th 1917 I served the within Bill in Equity & notice to file affidavit of defense upon Reby Thurston Swan, Anson Swan Guardian of Eldon Patterson and Ermin Patterson and Roland Rose & Ema Patterson by personally handing to each of them a true and attested copy of the within Bill in Equity and notice to file affidavit of defense, and make return of writ habit as to Lynn Patterson. So Ans Jno C McCloskey Sheriff.

Now D.C. 31st 1919 this case discontinued by Direction of atty for Plaintiff J.C. O'Laughlen

No 1 Feby Term 1917 in Equity Continued
From Page (40)

J. Pickering vs. W.C. Casdorph et al.	Nov. Feby 3-1917 decree filed Nov Feby 5-1917. Nov Feby 5-AD-1917 it is ordered fany decreed that W.C Casdorph city in pack for F.M Casdorph, Frank Cowen, Blake Casdorph, Frank Kellenberger & Kellenberger

Bro. are permanently restraining from erecting a Water closet upon the Roadway of the Plaintiffs and from Entering upon the Leasehold premises described in the Lease between F.M. Casdorph for W.C. Casdorph city in pack. and Joseph Pickering bearing date the 23 day of March AD. 1914. for the purpose of making Excavations or otherwise occupying the premises described in the Lease between F.M Casdorph for W.C Casdorph city in pack Joseph Pickering bearing date the 23 day of March AD. 1914. for the purpose of making excavations or otherwise occupying the premises described as follows: viz. That certain Lot or parcel of ground situate in the Town of Clarksburg State of West Va. known as the Weimer Store House property Bounded on the East by land of J.G McGrew on the South by an alley on the west by Second St. & North by property of S.A Snyder together with the appurtenances thereunto belonging, reserving & Excepting from out of the same that portion belonging said Brick Store Building situate at the Northwest end of said building which has been used and has been heretofore occupied as a restaurant. Except the use of the Coal House situate on the premises which may be used to the extent and manner indicated in the lease hereinbefore referred to. which appears as a part of the Pltffs Bill of which reference is hereby made.

By the Court

Nov Feby 10-1917 Order Feby Morning Continued until Saturday Feby 17-1917 at 1.30 P.M.

Feby 21-1917 Cont'd to Feby 24-1917 By the Court.

Now this 24th day of February 1917 the above case is Continued indefinately Date to be fixed hereafter by a Special order.

By the Court

June 2, 1917, Do hereby direct this case discontinued.

Patterson & Patterson,
attys for Pltf.

May Term 1917

B & F.

B M Clark, Pres
Harry Boulton Vice Pres
Jno L Forsyth, Secty &
Treas. B M Clark,
Rembrandt Peale, Harry
Boulton, Vernon F
Taylor, H A May.
Chester Langdon, T L
Madeira, J E Evans
H B Douglas, W R Craig,
L B Maxwell, T H Watkins
L A Boucher, J R Basely
and Horace A Thompson
Officers and members
of Executive Committee
of Association of Bituminous
Coal Operators of Central
Penna, and unincorporated
Assn. Peale, Peacock & Kerr Inc,
Penna Coal & Coke Corporation,
Clearfield Bituminous Coal
Corp. Rochester & Pittsburg
Coal & Iron Co. a corp
members of said Assn
of Bituminous Coal
Operators of Central Penna
for and on behalf of said
Assn of Bituminous Coal
Operators of Central Penna
for and on behalf of all
members thereof

I

Clearfield Bituminous Coal Co.
Defendant.

Mar 5-1917, Bill Filed by B & F. Attys.. Issue Summons in a proceeding in equity between the parties Piffs and Defts above named, for the affordement by injunction process and other equitable relief for and by the Plaintiffs against the Defendants of rights under Articles of Association between parties Plaintiff and Defts dated the 18 Jan, 1916, and a scale Agreement entered into by and between the Association of Bituminous Coal Operators of Central Penna, of the one part, and the United Mine workers of America of District # 2 of the other part, dated Apr. 15 1916, as authorized by said Articles of Association dated Jan 18-1916 between parties Plaintiff and Defendant: returnable See Reg.

John F Reed
B. M Clark
Boulton & Forsyth Attys for Piffs

Summons Issued Mar 5-1917 to Shff

Mar March 13-1917. By Paper filed Forsyth & Krebs Esqrs Entered their appearance for Clearfield Bituminous Coal Company the Defendants.

Mar March 6-1917, at 2.30 P.M. Served the within writ upon the Defts. The Clearfield Bituminous Coal Co by personally handing a true attested Copy of the within to Mr. D. A. Wright Asst Secy & Treas. of said Clearfield Bituminous Coal Co. Said service was made at their Office & place of Business in the Boro of Clearfield. So says Jno P McCloskey Shff

Now Feb 2-1918 This case discontinued
Boulton & Forsyth
attys for Piffs

Attest
John B Moore
Prothonotary

Pro Mooney Copy $2.50
Jno McCloskey, Shff by Copy 2.60

B & F.

May Sessions 1917

B M Clark, President
Harry Boulton, Vice
Pres, John C Forsyth
Secty & Treas, B M Clark
Remembrant Peale, Harry
Boulton, Vernon T Taylor,
H A May, Chester
Langdon, L C Madeira
J E Evans, H B Douglas,
W R Craig, C B Maxwell
T H Watkins, I A Bowles
J. R Casely, and Horace
A Tompkins Officers
and members of the
Executive Committee
of Assn. of Bituminous
Coal Operators of Central
Penna. an unincorporated
Assn., Peale, Peacock & Kerr
Inc., Penna Coal & Coke
Corp. Clearfield Bituminous
Coal Corporation,
Rochester & Pittsburg Coal
and Docks Co. a corp.
members of said
Assn. of Bituminous
Coal operators of Central
Penna, for and on
behalf of said Assn
of Bituminous Coal
Operators of Central
Penna, and for and
on behalf of all the
members thereof.
Plaintiffs

2.

Maryland Coal
and Coke Co

Pro Moon by Aff 2.50
Shff McClosky Aff 6.80

Summons in Equity filed Mar 10-1917 by B & F.
Issue summons in a proceeding in equity
between the parties Plaintiffs and Defendant
above named for the enforcement by injunction
process and other equitable relief for and by
the Plaintiffs against the Defendant, of rights
under articles of Association between the
parties Piff and deft, dated the 18th day
of Jan 1916 and a Scale Agreement entered
into by and between the Association of
Bituminous Coal Operators of Central Penna.
of the one part, and United Mine Workers
of America of District # 2 of the other part
dated Apr 15-1916, as authorized by said
Articles Piff and Deft. returnable See Leq.

Jno B Reed
B M Clark
Harry Boulton
John C Forsyth

Mar 10-1917 Summons issued
Now March 13, 1917 By praecipe filed
Lovingfoss & Kelso Enter their appearance
for Maryland Coal Company The
Defts.
Now March 14-1917 Service of the within
Summons in Equity & Copy upon The Maryland
Coal & Coke Co. by handing to and leaving a
true & attested Copy of the within with
J Frank Brown Manager for said Deft Co,
and service was made at their office
& place of Business in The Boro of Osceola
after ascertaining that none of the Joint
Coal Officers of said Co. reside in the Co
of Clearfield. Fo costs Shff McCloskey Aff

May Term 1917

B.T.F.	B M Clark Precedent Harry Boulton, Vice Pres John G Forsyth, Secty Treas. B M Clark, Pembroke Peale, Harry Boulton, Vernon F Taylor, N A May, Chester D Langdon, F.G. Madeira J C Evans, W B Douglas W R Craig G B Maxwell T H Watkins, I A. Boucher J. R Casely and Horace A Tompkins officers and members of Executive Committe of Assn of Bituminous Coal Operators of Central Penna. an unincorporated Assn. Peale Peacock & Kerr Inc., Penna Coal and Coke Corporation Clearfield Bituminous Coal Corp, Rochester & Pittsburg Coal & Iron Co., a corp. members of said Assn. of Bituminous Coal Operators of Central Penna. for an on behalf of said Assn of Bituminous Coal Operators of Central Penna. also for and on behalf of all the members thereof Plaintiffs 3 Ceeress Coal Mining Co.	Summons in Equity filed Mar 10-1917 by B.T.F. Atty Issue Summons in a proceeding in Equity between parties Plff and Defts above named for the enforcement by injunction process and other equitable relief for and by the Plaintiff against the defendant of rights under Articles of Association between the parties Plff and Defts dated 18 day of Jan 1916 and a Scale agreement entered into by and between the Association of Bituminous Coal Operators of Central Penna of one part and the United Mine Workers of America of District # 2 of the other part dated Apr. 15-1916 as authorized by said Articles of Assn dated Jan 18-1916, between the parties Plaintiff and Defendant returnable See Leg. John H Reed B M Clark Harry Boulton Jno Forsyth Mar 10-1917 Summons issued Mar March 13-1917, Served the within Writ of Summ. in Equity & Copy upon the Deft Ceeress Coal Mining Co, by personally handing a True & attesting Copy of the writ with to J K Knight a Member of the Firm & Manager for said Dept Co, Serving at their Office & Place of Business in the Boro of [illegible] Clearfield and the same date by personally handing a True & attesting Copy of the Writ to Geo A Bulger a Member of the Firm of said Dept. Co., & Ans. Ira McCloskey Shff. Mar Feb 2-1918 this case discontinued Boulton & Forsyth, attys for Plffs. Attest John H Moore Pro Thonotary Ira McCloskey Shff 2.50 Shff McCloskey Plff. 3.50

No 7 May Term 1917 Continued from Page 123

Now Nov 23.-1920 we the undersigned James P O'Laughlin, Esq. Atty for Trustee and W.I Swoope Esq. attorney for Claimant hereby accept service of notice of the filing of this report and we hereby waive the time limit provided by Rules of Court and agree that a decree shall be entered at once by the Court in accordance with the Commissioner's report.

James P O'Laughlin
Atty for Trustee James F Dugan
W I Swoope, atty for Bernard Gallagher, Claimant.

Now Dec 13. 1920, the foregoing report of Commissioner presented, read and Considered and thereupon in accordance with the acceptance of service of all parties interested, it is hereby ordered, directed and decreed that the said Trustee shall pay the costs of this proceeding as set out in said report; and shall pay the balance of said fund in his hands being $16.71 to W. I Swoope, Esq. atty. for Claimant upon receiving his receipt in full for same By the Court.

Singleton Bell P.J.

May Term 1917

A R Chase	Christ Surick	Bill in Equity filed March 15, 1917. Whereupon your Orator prays:
Mar. 15	1	1st That the said defendant may be compelled to deliver to the Plaintiff the said policy which he now has in his possession Covering said car.
	William Slee Jr.	2nd That the said defendant Sh. for any reason which to your honor shall seem proper The said Plaintiff with said policy or Copy Thereof. Shall be dismissed from the employ of the Company. The Number of the policy and such other information as may be necessary for the purposes of your Orator.
Pro Moore By Atty	$2.50	3rd Such general relief in the premises as to your honor may seem necessary and Expedient and as in duty bound will ever pray.
Entry Bill	8.00	Christian Surick
Chest McClosky Fee by Atty	6.80	A R Chase Sol for Plff
		appearance filed
		To William Slee Jr.
		The defendant you are hereby Notified and required within 10 days after service on you to cause an appearance to be entered for you and to file your answer within 30 days in the Court of Common Pleas of Lexington Co S.C. to the within Complaint of the Plff. and to observe what the Court shall direct. You are also Notified if you fail to do so by not entering an appearance for the Plff. Thereafter Judgment will be rendered at the expiration of 20 days from the filing of Said answer. Should you fail to answer within 30 days. You will be liable to have the bill taken pro Confesso, and a decree made in your Absence,
		A R Chase Sol for Plff.
		Now April 5th 1917 I served the within Bill in Equity upon William Slee Jr. personally by handing him a true and certified copy thereof. So Cert Jno C McClosky Shff

May Term 1917.

Jacob Swires
5
Robert S. Hartley
John Hartley
George Statler
Sarah Statler
John Hasson

Bill of Equity filed March 20-1917

To The Hon. The Judges of The said Court:

Your Orator, Complaining says,

That is the owner of a certain tract of land situate in the Township of Decatur Clearfield Co. Pa. Bounded as described in the bill and prays for decree as aforesaid.

That The defendants, their agents Employees and servants be restrained by Injunction preliminary Now, Special Perpetual hereafter from interfering with Your Orator his agents Employees and servants in working the aforesaid drift. Opening or heading, and from doing any injury or damage to said heading or drift or passes placed therein by Your Orator, and from trespassing upon said drift or heading or any improvement or repairs placed thereby Your Orator,

2nd That said defendants, their agents Employees and servants be restrained by Injunction preliminary Now, Special Perpetual hereafter, from interfering with or preventing Your Orator from working, mining and removing Coal from the "B" Vein or seam of Coal in the aforesaid premises or any through or by way of the aforesaid drift, heading or opening.

3rd That upon the hearing of this Your Honorable Court will award to Your Orator against the defendants the damages and Costs which Your Orator has sustained in the premises.

4th That Your Honorable Court will make such further order decree in this behalf as to You may seem Equitable and right. Miller, Hoyt & Swoope Sol. for Pff.

To Robert Hartley et al Defts. You and each of You are hereby notified and required within 20 days after service hereof on You, to cause an appearance to be entered for You in the Court of Common Pleas of Clearfield Co. Pa. and to file Your Answer within 30 days to This Bill of Complaint of The within Jacob Swires Pff. and to observe and abide 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 Prothonotary's Office within 15 days and by not filing Your answer in 30 days. You will be liable to have The Bill taken pro confesso and decree made against You in Your absence. M. Hartley for Appt

Pro Moore	2.50	
6 copies "	2.00	
"	1.00	
"	.50	
"	1.50	
Thos McCloskey Paid by Pff Brac McC	9.00	
C.A. Moore	.50	
"	.50	
"	.50	
"	.50	

3/20/1920 Rec'd my cost 9.50
in above case John H Moore
of Pro

No. May Courts. "May Term 1917.

March 20-1917 Subpoena applied for & issued.
Now, March 19-1917 The within Bill of Complaint together with injunction affidavits presented, and after consideration a preliminary injunction in this case is allowed & awarded. Bond in the sum of $500.00 to be approved and filed before issuing injunction. The injunction to be taken as discharged unless a Motion to Continue the same be argued before the Court on the Ninth day of April A.D. 1917.
By The Court. Simpson Bell P.J.

March 20-1917, Affidavit & order for Service filed.
and Now, the 19th day of March A.D. 1917, it appearing to said Court, by affidavit, that the aforesaid case is now pending in the Court of Common Pleas of Georgiana Co. to No. 1 May T. 1917, setting in Equity, and that the real estate and premises which is the subject of this Bill of Complaint is situated within Georgiana Co. Pa. and that the above named defendants are residents of Philipsburg Centre Co. Penna. Now, therefore, it is ordered & decreed that the Plaintiffs may cause the aforesaid Bill of Complaint to be served upon the said defendants, in Centre County, providing that service shall be made upon them within Georgiana County, and that the said Bill of Complaint shall contain a Notice to the said defendants to cause an appearance to be entered for them in the Court of Common Pleas of Georgiana County, Penna. within 15 days after service thereof upon them, and to file their answer within 20 days after said Bill of Complaint has been served upon them, and that a copy of this order be served on each of said defendants along with said Bill of Complaint. If service is made upon them in Centre Co., and that affidavit be made of the service in each case by returning and filing as required by law.
By The Court.

Now, March 20-1917. Injunction Bond filed in the sum of $500.00
Jacob Simms & J. E. Kamer, Surety. Now, 19 March, 1917, within Bond is approved. By The Court.

Now, March 20-1917. Subpoena issued returnable April 9 1917
I hereby make return on March 20-1917 Served the within writ of Injunction, Bill of Complaint with Notice to Cause appearance & Subpoena & Copy of Court's order for Service upon the within named John H. Harvey by personally handing to each of them at time & place of service a true & attested Copy of the aforesaid writ, Copy of Bill, Copy of Court's order for service, making known to each of them the contents thereof, & same made in the Boro of Philipsburg Centre Co. Pa. on March 20-1917. Across the within writ of Injunction & Copies of Bill of Complaint on Robert Harvey & John Harvey by personally handing to each of them a true Copy of the writ and certified Copy of said Bill of Complaint & Service was made in Georgiana Co. my Bailiwick. Affirmed & subscribed
Sworn and subscribed to
before me this 22 day of March A.D. 1917
John H. Moore Prothy.
Jno. H. Moore Sheff.

March 26-1917 By Praecipe filed Entry of Appearance for Defts.
April 9-1917 Motion for Continuance filed Now April 9-1917 This case Continued to the first Monday of May 1917, Injunction to remain in force pending hearing. By The Court.

April 12-1917. Answer of Defts filed

Com. on Page 62

B & F. May Term 1917

	B M Clark, President	Bill in Equity filed Mar 22-1917 by B & F. atty.
Fr Moore, 2.50	Harry Boulton, Vice	Your petitioners pray for the following relief:
14 copies 3.50	President, John C Forsyth	First That the said Carnwath Coal Company
" mile 1.50	Secty & Treasurer, B M	by its officers and agents be required to
By Depft 8.00	Clark, Pembroke	specifically perform and observe the terms and
McClosky by agt 3.50	Peale, Harry Boulton,	conditions of "Exhibit A" and "Exhibit B" of this Bill.
	Vernon F Taylor, H A May	Second: That said Defts by injunction preliminary
	Chester Laugdon, Lle.	at first and to be made perpetual thereafter be
	Madeira, J E Evans	enjoined from violating the terms of "Exhibit A" and
	H B Douglas, H R Craig	be enjoined from violating the terms of "Exhibit B" or
	C B Maxwell, T H Watkins	from varying, changing or altering the terms of said
	I A Boucher, J R Casely,	contract (Exhibit B) in any part or parcel thereof
	and Horace A Tompkins	Third: That said defendants and each and every
	Officers and Members of	and all of them and their agents, servants and employees
	Executive Committee of	be restrained by a like injunction from carrying out
	Association of Bituminous	the terms of their special agreement varying the
	Coal Operators of Central	terms of "Exhibit B".
	Penna, an unincorporated	Such other and further relief as your orator
	Association, Peale, Peacock	may in equity be entitled to receive
	and Kerr Inc. Penna.	Fifth. That the defts pay the costs of this proceeding.
	Coal & Coke Corporation	John H Read
	Clearfield Bituminous	John E Evans
	Coal Corporation Rochester	B M Clark
	& Pittsburg Coal & Iron Co	Harry Boulton
	a corporation, Maple Run	John McGrath
	Coal Company, a corp.,	Counsel for Piff.
	Potts Run Land Co. a	Affidavit filed &c and sworn to by J Lewis Irwin
	corp. Members of said	To the within named Defendants: You are
	Association of Bituminous	hereby required within fifteen days after service
	Coal Operators of Central	hereof on you to cause an appearance to be
	Penna, for and on	entered for you in the Court of Common Pleas of
	behalf of said Association	Clearfield County, and to file your answers within
	of Bituminous Coal	thirty days to the within Bill of Complaint of the
	Operators of Central	within named the Association of Bituminous Coal
	Penna, and for and on	Operators of Central Penna, and to observe what the
	behalf of all the	Court shall direct. You are also notified that if
	members thereof Piff.	you fail to comply with the above direction by
		not entering an appearance in the Prothonotarys
6		Office within fifteen days or by not filing
		your answer within thirty days your will
The Carnwath Coal Co		be liable to have the Bill taken pro confesso
a corp: and Local Union		and a decree made against you in your
# 1529 of the United Mine		absence. Witness our hands and seals at Clearfield
Workers of America of District		Pa 19th day of March 1917. John C Forsyth
# 2 of Carnwath Pa. an		B M Clark
unincorporated Assn.		Boulton & Forsyth
and Joseph Hamilton,		Attys for Piff.
President. D P Yocum		Mar 22-1917 Affidavit filed
Secty. Wm Carter, Vice Pres.		Mar 22-1917 Bond filed
Edward Marsh Treas.		Now Mar 22-1917 this Bill, affidavit and
Wm Hamilton Financial		bonds are ordered filed and rule is granted
Secty. William Smith, Steve		on all of defts in said Bill named requiring
Hozak, Andrea Braid,		them to show cause why an injunction should
Benj Brown, George Hunt, John		not issue as prayed for, returnable on First
Hunt, Joseph Hunt, Chas. Davis		Monday of April A.D. 1917, to which day is hereby fixed as the
and Chas Critchford Officers and		time for argument of said Rule. By the Court
members of said Local Union #1529 of Carnwath Pa. of United Mine Workers of America of District # 2. Defts.		

Mar 24-1917 Rule issued to Shff. Ret. first Monday of April 1917 and
second Monday of April 1917.
Now, April 6-1917, By Depositing Allison O. Smith, Esq. notice
his appearance for said defts. Attorneys as served by Shff. for,
Carnegie Coal Co. Joseph Hamilton, Wm. Carter, D.P. Yarnum,
Ed. Marsh, & Wm. Hamilton &c. A.O. Smith, Atty for defts.
on March 29-1917, Service accepting a Subscribed Copy of the within named Bill in Equity for the Carnegie Coal Co. A Corp. by Thomas
Allison Smith (as per Endorsement) on March 29-1917, Served
The within named Bill in Equity upon Local Union No 1579,
The United Mine workers of America Dist No. 2, of Carnegie Pa.
an Unincorporated association by Serving the writs on Joseph Hamilton
President, Wm Carter, Vice Pres. Edward Marsh, Treas. Wm Hamilton
Financial Secy by handing a True & attested Copy of Bill &c
to an adult member of the Family of each of them, at the dwelling
house of each of them & by personally handing to D.P. Yarnum,
Secy, a True & attested Copy of the within named Bill in Equity,
and on March 29-1917, Served the within named Bill in Equity,
on Steve Koonar, Andrew Brain, Burg. Brown, Geo Hauck,
Joseph Hewitt, & Ernest Richford by handing a True & attested
Copy of the within named Bill in Equity, to the adult members
of the Family of each of them, & each of the Defendants,
being Served the within named Bill in Equity on Wm Smith
personally by handing him True certified Copies.
The said Defts being Members & Officers of said Local Union No
1579, of Carnegie Pa. of the United Mine Workers of America
of Dist No 2, A.O.

M&O'L. atty
Same the

May Term 1917

Catherine Kennedy Gallagher

v.

Bernard Gallagher, Elizabeth Gallagher, John Gallagher, Edward Gallagher, Nancy Gallagher, Mary Sweeney: Anne Boyle: Patrick Gallagher: Morty Gallagher. Margaret Gallagher. Edward Gallagher. James Gallagher. Kate Gallagher. Margaret Kennedy, Ellen McDyer, Edward Kennedy, Fanny McLoon: Bridget Kennedy, Mary Gallagher, Patrick Gallagher, Bernard Gallagher, Daniel Gallagher, Kate Gallagher, Patrick McGee: John Brennan and James Brennan
Defts.

Apr 9-1917 Bill in Equity filed by M&O'L attys for Plaintiff.

Your orator therefore prays: 1 That the above named defendants shall be required to answer the matter herein before complained of.

2. That partition be made of said premises among the several parties interested therein:

3 That this petition be referred to a Master or a Master and a Commissioner to divide and partition the said land and premises into purparts and to value the same and to ascertain the amount, if any, that shall be paid or secured to the parties to whom no purparts can be allotted in the manner authorized by law.

4. That an account be taken of the rent, profits and income, of the said real estate that has accrued, since the death of said decedent and that proportionate part thereof due each of the parties hereto be allotted and decreed to each of them.

5 That there be allotted to each of the parties hereto the respective share of each in said real estate and said rent, profits and income therefrom, the same to be thereafter held by each of them in severalty:

6. That if such partition and allotment of the said real estate cannot be made without prejudice to the parties in interest or shall be refused by them, that the said premises be sold and the proceeds thereof divided among the parties entitled thereto, according to their respective interest therein, and that the execution and delivery of a deed or deeds of conveyance therefor to the purchaser or purchasers thereof, upon the purchase money therefor being paid or secured, be directed by your Hon Court to be made, executed, acknowledged, and delivered by the said Master appointed by your Hon. Court

7. And such other and further relief as to your Hon Court shall seem necessary under the circumstances

And your orator will ever pray

Murray and O'Laughlin
Atty

Affidavits attached.

Now this 9th day of April 1917, it appearing by the foregoing Bill in Equity in this case filed that none of the parties defendant to said Bill in Equity reside within the jurisdiction of this Court it is ordered, and decreed, on motion on motion of the Solicitors for the plaintiff that the said Bill in this case and a copy of this order certified to by the Prothonotary of this court be served on each of the defendants named in this Bill who reside

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Margin notes:

12/14/20 J.P.O'Laughlin ck #3236 mailed to Ex Pro for #2.10 for his costs to Geo W Ralston Pro.

Dec 14-1920 Recd ck of J.P.O'Laughlin $14.50 my costs only Geo W Ralston Pro.

Pro Moore	2.50
10 copies cert fee	2.50
	.50
	.50
	.50
	.50
Pro. Moore	.50
	.50
Atty Fee "	25.00
Pro Moore	2.50
	.50
	.50
	.50
	.50
	.50
	1.50
	.50
Pro Moore Master Report	6.00

May 29 1919 Recd my costs 71.00 John H Moore Pro

Dec 24-19. Rule Pro Moore (Pd by ck J.P.O'L 12/14/20)	2.10
Pro Ralston Com.	1.50
" "	.50
" "	.50
" "	.50
" " Com To W&A	1.50
" " W.W.	.50
	.50
Ry	.50
Reg	6.00

14.50 Paid 12/14/20

within the United States, at the residence of each of said persons, or at such other place as the person or persons may be found and it is also ordered and decreed that such person or persons shall by appearance and by filing answer to said Bill or by demurrer thereto comply with the requirements of said Bill within sixty days after service thereof on said persons or persons: and it is also ordered and decreed that further notice of process which may be issued in this case may be served on each or all of the said defendants named in the said Bill in like manner as this may be served on them or either of them, and compliance with the requirements of said notice or notices shall be made by said defendant and defendants within like time as named hereinabove. An affidavit of service of each of said notices or process may be made under oath by the person serving the same, before anyone authorized to administer an oath or affirmation. By The Court

Notice etc filed.

And if, after the publication of said notice, and the sending to each of the said defendants of said copies of said newspaper and the said defendants above named or any of them shall not or on before the 2nd day of July A.D. 1917 enter an appearance or file an answer or demurrer to the said Bill as is directed to be done by said notice then the said Bill shall in their absence, be taken pro confesso and a decree as prayed for by plaintiff made against the said defendants filing to enter an appearance, or file an answer or a demurrer to said Bill By The Court

Notice To Bernard Gallagher, Elizabeth Gallagher, John Gallagher, Edward Gallagher, Nancy Gallagher, Mary Sweeny, Anne Boyle, Patrick Gallagher, Monty Gallagher, Margaret Gallagher, Edward Gallagher, James Gallagher, Kate Gallagher, Margaret Kennedy, Ellen McDyer, Edward Kennedy, Fanny McLoon, Bridget Kennedy, James Gallagher, Mary Gallagher, Patrick Gallagher, Bernard Gallagher, James Gallagher, Kate Gallagher, Patrick McGee, John Brennan and James Brennan, within named Defts:—

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 and to file your answer within thirty days to the within Bill of Complaint of Catherine Kennedy Gallagher, and to observe what the said Court shall direct. You are also notified that if you fail to comply with said notice by not entering an appearance in the Prothonotary office within fifteen days and to file your answer within 30 days, you will be liable to have this bill taken Pro confesso and a decree made against you in your absence. Witness our hands at Clearfield Pa. this day 1917 Murray & O'Laughlin Sol.

May 10 1917 By paper filed James P O'Laughlin Atty Directs his appearance for Edward Gallagher & James Gallagher.

May 10 1917 By paper filed Jas P O'Laughlin & John B McGirk Attys accept Service of Said bill for Mary Sweeney one of the defendant and direct an appearance entered for said defendant.

Sept. 16 1918 By paper filed James P O'Laughlin directs his appearance entered for Pltff

Sept 16 1918 Proof of Publication filed

Sept 23 1918 Partition decreed A O Smith Master etc.

Continued on page 63

Contd from Page 57

Now May 7. 1917. on motion of Miller & Harkness Attys for Plaintiff and by and with the consent of the Defendants The Hearing in this case and the preliminary injunction are Continued to the Thirty Monday of June 1917 By the Court.

Continued from page 61 No. 7. May Term 1917

Catharine Kennedy et al.

Now Oct the 8th 1918 by paper filed W. J. Swoope Atty enters appearance for the following eleven defendants. Patrick Gallagher, Catherine Gallagher, Margaret J. Devenney, Annie Boyle, Bridget Kennedy, Fanny McKoon, Ellen McDyer, Dan Gallagher, Mary Gallagher, Patrick Gallagher and Catherine Gallagher.

Nov. 4 1918. By paper filed White & White & W. J. Swoope, Esq., notice their appearance for Bridget Kennedy."

Now December 16, 1918, Amendment of Bill of Complaint filed by Jas. P. Coughlin Atty for Pltff." Now Nov. 23, 1918 Walter Meek, Esq. Solicitor for John Gallagher accepts notice of the foregoing application for amendment of this bill in Equity in this cause & waives action notice &c."

Now Nov 23 1918 Jas. P. Coughlin Esq. Solicitor of record for Mary Devenny Mary Gallagher, Edward Gallagher, James Gallagher, Margaret Kennedy Patrick McGill. accepts service, notice & waives action issuance and the Bill be amended as prayed for. J.P.K. Solicitor."

Now. Nov. 23. 1918. William J. Swoope, & White & White Solicitors of record for. Patrick Gallagher. Catharine Gallagher. Margaret J. Devenney Annie Boyle. Bridget Kennedy & Bridget Kennedy as devisee of Edward Kennedy deceased Fanny McKoon. Ellen McDyer, Dan Gallagher. Mary Gallagher. Patrick Gallagher, and, Catherine Gallagher. Hereby accepts the foregoing amendment of said Bill in Equity. & waive[s] issuance[s] notice thereof.

Now. This 16th day of December 1918. It appearing to the Court to be the desire of all the parties to the Bill in Equity for Partition to No. 7 May Term 1917. That the real Estate of said Patrick Gallagher deceased be partitioned. and it appearing to the Court that the foregoing application for amendment is not for the purpose of delay or delay. and that the said proposed Amendments are vital & material and could not with reasonable diligence have been sooner introduced into the Bill for the reasons set out in Pltfs affidavit. and it appearing to the Court that all of the parties to this proceeding are not residents of said County. and that many of them are not residents of the U.S. and it appearing to the Court that all the parties are desirous of the speedy conclusion of this proceeding.

It is ordered and decreed & Judged.

1st. That the decree heretofore made by this Court which was filed on September 23. 1918. be and the same is hereby revoked and Cancelled."

2nd The Plaintiffs application for the amendment of her Bill by the addition thereto of paiecels (O)(P) & (Q) together with the Exceptions and reservations referred to and set out in the said application as (R) is hereby granted and the same shall be made as prayed for by Pltff."

3rd The Plaintiffs application for the amendment of her bill to show that Edward Kennedy is now deceased. and that Bridget Kennedy is devisee of Edward Kennedy interest in the said premises is hereby granted.

4th The Plaintiffs application for the amendment of her Bill to show that the present Name of the dft Margaret Gallagher is Margaret Gallagher Devenney. That the correct true name of defendant Ellen Brennan is John J. Brennan & the correct true name of James Brennan is James A. Brennan are granted as prayed for.

The foregoing being done the decree of this Court filed Sept. 23-1918 and herein before revoked and annulled is now again ordered & Judged & decreed as the decree of this Court as of this date. By the Court Augustus Bell. J."

Continued To Page 118

September Term 1917

Ledr.

Joseph Whittaker

1

Nov. July 26-1917, Bill in Equity filed. By D. Krebs, atty for Plff.

Now, to wit, Nov. 26, 1917, Rule granted upon the Defendants to appear and answer the Bill of Complaint filed in the above stated case within fifteen days from the service hereof, or show cause why an attachment should not issue against them.

Now, Dec. 11, 1917, Sheriff's return filed, that he served the writ of Rule upon Bernard Chilcote, one of the Defendants, by handing to and leaving with him a true and attested copy of the same, on the 29th day of November, 1917.

Now, Dec. 11, 1917, Sheriff's return filed, that he served the writ of Rule upon George Chilcote, one of the Defendants, by handing to and leaving with him a true and attested copy of the same, on the 29th day of November, 1917.

Now, Dec. 11, 1917, Sheriff's return filed, that he served the writ of Rule upon Geo. Chilcote, one of the Defendants, by handing to and leaving with him a true and attested copy of the same, on the 29th day of November, 1917.

Now, Dec. 11, 1917, Sheriff's return filed, that he served the writ of Rule upon Jacob Smiles, one of the Defendants, by handing to and leaving with him a true and attested copy of the same, on the 29th day of November, 1917.

Now, Dec. 11, 1917, Sheriff's return filed, that he served the writ of Rule upon Jacob Smiles, one of the Defendants, by handing to and leaving with him a true and attested copy of the same, on the 29th day of November, 1917.

Now, Dec. 11, 1917, Sheriff's return filed, that he served the writ of Rule upon Sheff McClenahan, one of the Defendants, by handing to and leaving with him a true and attested copy of the same, on the 29th day of November, 1917.

Now, Dec. 11, 1917, Sheriff's return filed, that he served the writ of Rule upon Sheff McClenahan, one of the Defendants, by handing to and leaving with him a true and attested copy of the same, on the 29th day of November, 1917.

Now, Dec. 11, 1917, Sheriff's return filed, that he served the writ of Rule upon Jacob Smiles, one of the Defendants, by handing to and leaving with him a true and attested copy of the same, on the 29th day of November, 1917.

Now, Dec. 11, 1917, Sheriff's return filed, that he served the writ of Rule upon Pro Moore, one of the Defendants, by handing to and leaving with him a true and attested copy of the same, on the 29th day of November, 1917.

Pro Moore	2.50
ext. 10 cops	2.50
Mrs. J. DeJarnette	1.50
Pro Moore	.50
Jacob Smiles	7.75
A. G. Kephart	1.04
" "	2.46
" "	1.72
" "	1.30
Sheff McClenahan 2nd C. 44c	14.30
Jacob Smiles	7.75
Sheff McClenahan	2.20
Jacob Smiles	2.15
Pro Moore	.50
	1.50

Bill of Complaint

Your Orator, Thomas J. Krebs, District Attorney for the Commonwealth, who prosecutes for the Commonwealth in this behalf, and who is attached to the Honorable Court, in this present term, and by virtue of his office aforesaid, complains and gives the Honorable Court to understand and be informed as follows, to wit:

First. That the Defendants, their agents, Employees and Servants be restrained by perpetual injunction, preliminary Rule and perpetual Decree, from interfering with Plaintiffs, his agents, Employees and Servants, in operating the aforesaid drifts, openings and headings, and from trespassing upon, using drifts, headings, rights of way, Railroad, improvements and keeps belonging to the Plaintiff, and from trespassing upon any part of the premises as aforesaid leased by the Plaintiff.

Second. That the Defendants, their agents, Employees and Servants be restrained by perpetual injunction, preliminary Rule and perpetual Decree, from interfering with the Plaintiff upon which they have trespassed as nearly as possible to the condition in which the same were before trespassed committed.

Third. That upon hearing had the Plaintiff be awarded against the Defendants the damages and costs which he sustained in the premises.

Fourth. Such further relief in this behalf as to the Honorable Court may seem just and Equitable.

Dwight D. Krebs.
Atty for Plaintiff.

Affidavit filed.

Bond filed in the sum of $500.00.

To Defts. You and each of you are hereby notified and required within 15 days after service hereof on you to cause an appearance to be entered for you in the Court of Common Pleas of Clearfield Co. Pa. & to file your answer within 20 days, and to observe what the Court shall direct. You are also notified if you fail to comply by not entering an appearance in the Prothonotary's Office within 10 days & not filing your answer within 30 days, your Bill will be taken to be confessed and a decree made in your absence.

July 26-1917. D. D. Krebs, Atty for Plff.

Now, July 26-1917, Rule filed, as prayed for, with leave to serve the same.

Now, Dec. 11, 1917, Rule filed, as prayed for, with leave to serve the same.

Now, Dec. 11, 1917, Rule filed, as prayed for, with leave to serve the same.

Now, Dec. 11, 1917, Rule filed, as prayed for, with leave to serve the same.

Now, Dec. 11, 1917, Rule filed, as prayed for, with leave to serve the same.

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Now, Dec. 11, 1917, Rule filed, as prayed for, with leave to serve the same.

Now, Dec. 11, 1917, Rule filed, as prayed for, with leave to serve the same.

Now, July 26-1917, Rule filed, as prayed for, with leave to serve the same, to wit: to restraining the Defendants, their agents, Employees and Servants, by injunction preliminary Rule and perpetual Decree, both interfering with the Plaintiff.

Forever

No 1. Sept T. 1917 Continued

his agents Employees & Servants in Operating the drifts Openings and Workings Situated on the Lands described in the Bill in Equity and Trespassing upon said Lands & upon the drifts Workings rights of way Railroads improvements & repairs of the Plaintiffs thereon. This motion to be taken on defendants motion. The same is argued before the Court on Monday August 6 1917.

By the Court.

Now July 26-1917 Writ of Injunction issued Returnable August 6-1917

July 31 1917 By paper filed John M Hoy directs his appearance entered for Defendants

Now August 3rd 1917 The hearing on the injunction now pending is continued to August 13 1917 at 11:00 O'clock A.M.

By the Court.

Now July 26th 1917 at 7 O'clock P.M. Issued the within writ of injunction and the ten Bills in Equity upon the defendants as follows. by personally handing to Bernard Chilcote a true and attested copy of the within writ and five certified copies of the Bill in Equity and served on Geo Chilcote Defts by personally handing him a true and attested copy of the within writ and five certified copies of the Bill in Equity

Jo Ann Dora C McClelland Sheriff

Now Aug. 13th 1917 Question having arise as to the physical location of the property and the Conformity of work & Conformity thereof to the description in the agreement offered in evidence and in the Bill filed in this case in order that the facts may be ascertained with certainty on application of Counsel for Plff. further hearing of this case upon the motions and orders now pending is continued until Monday Aug. 20. 1917. at 11 O'clock A.M. the operation of the writ of Injunction heretofore granted to be suspended pending further hearing without prejudice to either party and without effect on the pending motion to make the injunction permanent or any motion hereafter to dissolve the injunction. The question of what extension of time within which answers shall be filed, if such be found necessary, will be disposed of after hearing the evidence in the case. all questions of costs to await the further hearing in this proceeding.

By the Court.

Sept. Term 1917

A.O. Smith	Anna Blacker		Your Oratrix Complains & Says
			First: That she is a resident and property owner
			in the first ward of the Borough of Clearfield,
			Clearfield County Pennsylvania.
Aug 18	2		Second:- That the defendants are residents of the Boro.
			of Clearfield aforesaid with their post office address
			at Clearfield
	S.L. Driggs		Third:- That the Plff. is the owner of a certain
	W.A. Lukens		lot or piece of Ground Situate in the first ward of
			the Boro. of Clearfield State of Penna. Bounded as follows.
Pro Moore		#2.50	Beginning at a post at the Southwest corner of P.B.
"	" copies	1.00	Lentzmeyer on the east side of West Third Street
	Bond	.50	thence by Street south 28 feet to a post on line of lot
	Dy.	1.50	of Wesley A Morris thence by same parallel with the Southern
Sheff McCloskey Ed by Pro Trac Mec.		3.00	line of lot of P.B Lentzmeyer. East 100 feet to line of lot
			of Andy Harnick thence by line of lot of Andy Harnick,
			28 feet to post corner of lot of P.B Lentzmeyer North 100
Aug 23-1917.			feet to post on Third St. and place of beginning.
Received Check from			Plaintiff avers that the trespasses of the defendant
A.O. Woodward for		800	their agents, servants & employees have been continuous
Pro Moore. Sheff McCloskey Costs			since the 17 day of August 1917 and that future trespasses
John H. Moore.			are threatened by them as herein stated and that
Pd.			irreparable damages will be done to the Plff's
			property if the said defendants are not enjoined
			and restrained from committing further trespass
			upon said Plff's property. Relief prayed for as follows.
			That the defendants, their agents, servants and employees
			be restrained by injunction, preliminary and perpetual
			hereafter from interfering with the Plff. from entering
			upon and trespassing upon the property of the said
			Plff. from excavating upon the said Plff's property
			removing the land marks therefrom and from
			interfering with the location of the building of
			the Plff now upon the premises and from removing
			any part of said building
			Second:- That the defendants, their agents, employees
			and servants be required by mandatory injunction
			to restore so far as the same can be done
			the premises of the Plff. upon which they have
			trespassed as nearly as possible to the condition
			in which the same were before said trespasses were
			committed.
			That upon hearing, the Plff. be awarded against
			the defendants the damages and costs which she
			has sustained in the premises
			Bond filed and Approved by the Court,
			Injunction affidavit filed
			Now Aug 18 1917 the Bill in Equity filed
			in this case together with the injunction bond
			and affidavit being presented to the Court, it is
			ordered that the defendants, their agents
			employees and servants be restrained by
			injunction, preliminary now and perpetual hereafter
			from trespassing upon the premises of the

next Page

Plff's from interfering with the land marks and Structures upon Plff's premises. the building thereupon erected and from excavating within the line of Plff's premises as described in the Bill in Equity and as occupied and used by the Plff. and her predecessors in title as described in said Bill in Equity. The injunction to be taken as dissolved unless a motion to continue the Same is made and argued before the Court on the 22 day of Aug. 1917 at 10 o'clock A.M.

Aug 18 1917 Injunction issued By the Court.

Now Aug. 18th 1917 at 3.10 P.M. Served the Bill in Equity and notice to cause appearance and file answer upon the defendants A.L. Driggs & W.A. Lukens personally by handing to each of them a certified Copy thereof. So Attest Ira C McCloskey Sheriff.

Now Aug. 18. 1917 at 3.10 P.M. Served the within writ on defendants A.L. Driggs & W.A. Lukens personally by handing to each of them a true and attested copy thereof and making known to each of them the contents thereof. So Attest. Ira C McCloskey Sheriff.

Now Aug 23-1917 This copy received and acknowledged

A.H. Woodward
Allison O. Smith
Attys for Plff.

December Term 1917

L. & K.	A. R. Chase Guardian of James Naylon and Edward Naylon	Sept. 13 1917 Bill in Equity filed. Your Orator complains & Says:— First: That James Naylon, Edward Naylon, Gertrude Naylon and Patrick Joseph Naylon parties
Sept. 13	1	above named as parties to this action own the following described land situate in the Boro. of Osceola, County and State of Penna aforesaid to wit:—
	Patrick Joseph Naylon Gertrude Naylon & Catherine McCann Executrix of the will of Hugh McCann, dec'd	(a) All that certain lot of ground fronting on Curtin Street in said Boro, fifty feet; on the west by lot of Benjamin Swengart 150 feet; on the North by other lands and said line, and on the east by same 150 feet, and being part of a larger piece of land which Thomas F Boalich and
Chas Moore By atty	(41 33½) $2.50	Elvya Boalich, his wife sold to Michael Sanford.
"	on 4 Copies 2.00	(b) All that certain lot of ground beginning at a post
Shff McCloskey	2 T. Ms 8.60	on Curtain St. thence back along the line of Mrs Daugherty's
+10 expi	Pro Moore. .50	lot to a post; thence by line at right angles to last
	1.50	line 50 feet to a post on line of said lot and being
	.50	
	1.50	10 ft more or less from an alley; thence 180 ft. more
"	1.00	or less across said alley to a post on Hale St. thence
"	2.00	down Hale St. 180 ft to a post; thence by line in a
	.50	
	.50	diagonal direction 350 ft more or less to a post on
	.50	
	1.50	Curtain St. thence along Curtain St. 50 ft to a post
" Just Sums	1.60	and place of beginning.
		Wherefore your Orator prays.
		(a) That a commission in partition may be issued
Paid of Nathan Welch 30.70 being Atty 25c Shff McCloskey 8.60 Pro Moore 19.60		out of and under the seal of your Hon. Court directed to a
John O Moore Pro		Master, to divide and partition said allot the lands and
		tenements into purparts according to the rights of the parties
		hereto, and that the shares and purparts shall thereafter be
		held and enjoyed in severalty by said parties, and that Your
		Hon. Court will make such orders & decrees as are required
		for equal division & partition of said property and for the
		execution and delivery of a deed or deeds for the purpose of vesting
		legal title to the purparts in the parties to whom the same
		shall be allotted.
		You are hereby notified and required within 15 days after service hereof or you
		to cause an appearance to be entered for you in the Court of Common Pleas of
		Clearfield County, Penna, and to file your answer in 30 days to the within
		bill of complaint of the within named A. R. Chase Guardian of James Naylon and Guard
		of Edward Naylon and to observe what the said court shall direct. You are also
		notified that if you fail to comply with the above direction by not entering
		an appearance in the Prothonotary's office within 15 days or by not filing your answer
		within thirty days your will be liable to have the bill taken, Pro Confesso, and a
		decree made against you in your absence. Lumgair & Krebs Attys
		Four Copies Certified to Shff
		Sept 18 1917 By paper filed Jno B McGirk Atty directs his appearance
		entered for Catherine McCann Executrix
		Now Sept 14 1917 I served the within Bill in Equity with notice to cause an appearance
		and file answer on Patrick Joseph Naylon and Gertrud Naylon by personally handing to each
		of them a copy of the said within Bill in Equity. and on the same date I served the
		within Bill in Equity on Catherine McCann Executrix of the will of Hugh McCann dec'd
		by handing a copy of the said within Bill in Equity to an adult member of her family
		At her dwelling house. So answ. Jno C McCloskey Shff

1101 Dec. 2-1917 Continued

Nov. Oct. 8-1917 Answer of Catharine McCann Executrix of Hugh McCann, Deceased to the complainants bill filed
January 25, 1918 Motion to put case on list filed
Feby 2, 1918 Testimony filed
Feby 4, 1918 Appointment and reference to master filed.
Nov. 4 February 1918. The Court having filed a decree that partition be made of all the real estate and tenements described in the bill in equity filed in this case, and further finding and decreeing the respective purparts and interests of the plaintiffs and defts in said bill, it is further ordered and decreed that this cause is referred to Walter Welch Esq Master, to divide and distribute the real estate and tenements into purparts and to value the same, and ascertain the amount which shall be paid or charged thereon for owelty if any, which shall be paid or secured to the parties to whom no purpart can be allotted, or otherwise as the case may be, in the matter now authorized by law under writs of partition; and after such partition and valuation has been made, to award and allot the said purparts to and among the parties entitled, together with the sums to be charged thereon in accordance with the decree of Court. and if the premises cannot be conveniently divided into as many purparts as there are parties entitled to award and allot to them all sums to be paid or excused to them respectfully, and the time when such payment shall be made and the purparts out of which the same shall be payable: and if the real estate cannot be divided without prejudice to or spoiling the whole, then to make a valuation and appraisement of the said real estate and tenements and said Master is further ordered to make report to the Court of all he may do in pursuance to this decree. By the Court
Feb 4-1918 Decree Findings of Court filed
Nov. Feb 2-1918 the Plaintiffs in the above case having entered an order that the bill be taken pro confesso as to Patrick Joseph Naylon and Gertrude Naylon, for default in entering an appearance, making answer or filing demurrer: and the case having been put upon the equity argument list and having been reached in its order, and it appearing to the Court that no answer is required as to said defendants it is ordered, adjudged and decreed that the allegations in the bill be taken as admitted as to so far as said two defendants are concerned, without further proof: and the defendant Catherine McCann executrix of the will of Hugh McCann, deceased, having filed an answer to the averments of the bill, and the cause having been set down on bill and answer, and the case having come on for hearing as to said answering defendant at the regular term of equity term of Court this day holden: and the testimony of the Piffs having been offered, and no counter testimony presented on behalf of said answering defts. and it further appearing that the averments of the bill of complaint are admitted to be true by said defendants who is acting in a representative capacity, and seeks to be protected as to costs and counsel fees: and the said Catherine McCann executrix as aforesaid having submitted herself to the Court: Upon due consideration of the bill of the Piffs of the answer of the deft Catherine McCann, executrix as aforesaid of the testimony taken, and of all other matters and things relating to the premises it is ordered, adjudged and decreed that the allegations in the bill be taken As Confessed and it is further ordered, adjudged and decreed that partition be made of all the real estate and tenements described in the bill of equity, filed in this case to, whom and among the several parties plaintiffs and defendants in this cause in accordance with their several and respective interests and purparts which said interests and purparts are hereby adjudged

Contd to Page 70

December Term 1917.

Commonwealth of Penna. Exrel. Walter Welch, dist. Atty.
Rev. John Mitchell
" David Bowie
H.R. Mansbergen
John Walker
E.C. Gackler
H.S. Farver.-

2,

Hans Wagner.
Dr. Arthur P. Agnew
O.F. Samps,
W.J. Ferris and
Members of the All Star Team.

Sept. 21-1917. Bill in Equity filed. Your Orators complains and prays for Rule as follows. First That the above named Defendants Managers & players of the All Star Team, and the reputed line up of the Pittsburg National League Team, be restrained & enjoined by the injunction of Your Honorable Court, from playing any game of base ball with themselves, or any other of the said Firemans Park in the Borough of Hautzdale, or elsewhere in the said Co, & Required: on Sunday the 23rd day of September 1917, or on any Sunday thereafter until finally hereon or Sundays aforesaid. Second. Such other & further relief as to Your Honor may seem meet, Walter Welch Dist Atty for Commonwealth of Penna & W.D. Swoope Esq. for Complts,.

Affidavit filed

Per Moore. 2.50
.50

Sheriff, Entry That There is not time to serve the Rule in Equity before the date fix for hearing by the Court.,
Walter Welch. & W.D. Swoope, attys for Repts.
Sept 21-1917. Objections filed by W.C. Wilcox Esq
atty for Defts.
Nov. Sept 21-1917. The Bill being presented and objections being made touching the Jurisdiction of the Court, Rule is granted on Defts to show cause why preliminary injunction should not issue as prayed for. Returnable Sept 22-1917 at 10:30 am,
By the Court.
Nov. Sept. 21-1917. Defts waive the issuing of the writ & Service is accepted by Wilcox & Horsewell - personal service waived.
Nov. Sept 24-1917. Opinion filed

December Term 1917

Ziegler Mc H.	T. C. Stratton	Oct. 22-1917 Bill in Equity filed. Your orators complains and prays for relief
	3.	First: That the said Fred J. Dunham be required to answer the premises
"	Fred J Dunham	Second: That the said co-partnership may be terminated and ended by a proper decree of court.
	Pro Moore Pd 2.50	Third: That the said Fred J. Dunham
	" " Pd 2.50	may be ordered and directed to render a full, true and compete account of the entire partnership business showing the full amount of coal sold by him for and on account of said partnership, the dates, sizes and persons when and to whom said coal was sold, the names, numbers, and initials of the railroad cars by which said coal was shipped, the prices at which said coal was sold, and the amount of money received by him for and on account of said coal, and all other information necessary to make and have a full, true and just settlement of said partnership business, and that said Fred J Dunham may be decreed to pay your orator what, if anything, shall upon the taking of said accounts appear to be due him, your orator being ready and willing and hereby offering to pay to said defendant what, if anything, shall upon the taking of said accounts, appears to be due to him from your orator.
		Fourth: That a receiver be appointed to take charge of the assetts and property of said company and to wind up its business and make a distribution of the proceeds arising from the co-partnership to and between your orator and the deft. or the persons entitled to receive the same
		Fifth: Such other and further relief as to which your orator may be entitled.
		George H Ziegler
		Millard Hartswick Attys
		Affidavits attached. Solicitor for Plff
		To Fred J. Dunham the above named deft.
		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, Penna. Sitting in Equity and to file your answer within 30 days to the attached Bill of Complaint of within named T. C. Stratton and to observe what the said Court shall direct
		You are also notified that if you fail to Comply with above directions by not entering an appearance in the Prothonotary's office within fifteen days or filing 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.
Witness our hands at Clearfield Pa. this day of AD 1917.

George H Ziegler.
Miles T Hartswick.
Solicitors for Plff.

And now Oct 19-1917 Service of the within bill of complaint
with the copies thereof is hereby accepted and appearance
entered for J J Durham M Ward Flemming Atty for Durham
Dec 10, 1917 this case discontinued by order of Geo. W Ziegler.

December Term 1917

N.J. Woodcock

M 86 — P.H. Calhoun. — November 3-1917. Bill in Equity filed.
Theresa Jane Miller.
Helen Myrtle Calhoun
Mary F. Calhoun
vs
William M. Zimmerman

The Hon. The Judge of said Court.
Your Orators Complainants Says: and
Whereas Your Orators Need Equitable
relief and They pray:
That Thereon a Commission in partition
may be issued out of and under the seal
of Your Honorable Court directing to a Master
Masters and Commissioner to divide
partition and allot the lands and tenements
in their proportions wherein the same are
properly divisible respectively according
to the rights of the parties thereto,
and in accordance with the Act of Assem
bly in such case made & provided, and
That the said shares & purparts shall
thereafter be held and enjoyed in
severalty by the parties;
and That Your Honorable Court will
make such orders and decrees in the
premises as shall seem meet for the
equal division & partition of said property,
and for the execution and delivery of such
deed or deeds of conveyance for the purpose
of vesting a complete legal title to the
purparts in the parties to whom
the same shall be allotted.
Second.- That if the said Lands & Tenements
cannot be divided without prejudice to or
spoiling the whole and the parties thereto
require to take the same at the valuation
placed upon them. Your Honorable Court
will afford such relief, including an
order of Sale, and the Sale of the premises
aforesaid as shall be found necessary
and proper and to direct the Execution
and delivery of a deed or conveyance to
the purchaser upon the purchase
money being paid or secured to be paid
according to the terms of the Sale,
Third. And for further Equitable relief as
may appear to the Chancellor of the Court,
for a final just & complete Settlement
of the mutual rights & interests between
the parties thereto.
N.J. Woodcock &
Affidavit filed. Miller & Haslerig atty's for Pffs.
To Wm B. Zimmerman Esqr. You are hereby
notified & required within 15 days after
service to cause an appearance to be entered
for you in the Court of Common Pleas of Cpl Co.
Sitting in Equity, & file your answer
and observe what the Court shall say.
If you fail to comply by your Entering
due appearance in the Prothonotary's Offi-

Smith and Smith — William M. Zimmerman

Pro Moore — 2.50
2 copies
Shff. McCloskey — 26 Mc — 11.40
Pro Moore — .50
" — .50
" — 2.00
" — 2.50
Pffs Printing — brief Pd. W.J. Woodcock — 8.00
Defts. Printing — brief Pd. Smith & Smith — 25.00
Adv. — Pd. R. Jones — 17.50
Auditors — Paul E. Kaylor — 5.00
Masters fee — Pd. H.B. Hutchinson — 90.00
Atty fee — Pd. Miller & Haslerig — 250.00
W.J. Woodcock — Pd. H.B. Hutchinson — 15.00
(Miller & Haslerig)

May 10. 1918 — Rec'd of Miller & Haslerig
Atty 20.15 — being Shff. McCloskey's 11.40
Pro Moore 8.75 — John H. Moore, Clerk

Pro Moore — Auditors fees Pd by M & H — 5.00

No 4. Dec 1-1917. Continued.

within 15 days, and filing 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. W. D. Hoover. M. H. Alley for Pltffs.

Now Nov. 9 1917. Served the within Bill in Equity, with notice to cause an appearance on the defendant Thilliam J. Zimmerman personally by handing him a certified copy thereof.

So Test. Ira C. McCloskey Sheriff.

Nov. 26 1917. By praecipe filed Smith & Smith Attys. direct their appearance entered for Defendant.

Now Dec 8-1917 extention of time granted until Dec 22 as requested

By the Court

Dec. 22 1917 Defendants answer filed with notice of filing accepted by Miller & Hartswick Attys for Pltffs.

Now April 8th. 1918. Agreement filed:

Now, This 28th day of February, A. D. 1918. Mr. R. H. Colburn, Lucretia Jane Miller, Helen Mytkle Colburn, & Mary E. Colburn. parties plaintiff, and William. M. Zimmerman, party defendant in the above stated bill in equity. agree in settlement of said case as follows:-

I. That the premises involved in said proceedings by bill in equity for petition are situate in the Township of Karthaus, County of Clearfield and State of Pennsylvania and that the bill in equity setting forth that the said premises were situate in the township of Covington, County of Clearfield, and State of Pennsylvania is hereby corrected to that extent.

II. That said property as described in said proceedings containing 71½ acres of land, is owned undivided by the said parties plaintiff and party defendant in the following proportions, viz: R. H. Colburn an undivided one half; Helen M. Colburn and the estate of Mary E. Colburn, deceased since the bringing of said action, owners of an undivided one fourth, otherwise each the owner of an undivided one eighth, subject to the dower therein of their mother, Lucretia Jane Miller, and William. M. Zimmerman, the defendant, an undivided one fourth. It being agreed and admitted that all accounts of any and every character what soever between the parties here to have been settled, adjusted and paid, and neither is indebted to the other.

III. That the said premises constitute one farm on which there is one set of buildings and that the said lands and tenements so held undivided cannot be divided without prejudice to or spoiling the whole, and that it is to the mutual interests of all of the parties that the same shall be sold as a whole for the highest and best price that can be obtained for the same. And further that for the purpose of said sale no appraisement of the value of said premises is required to be made by virtue of said partition proceedings in equity.

IV. That Howard B. Hartswick, Esq and W. Wallace Smith Esq. are hereby agreed upon as Master, who shall be appointed as such by the Court in this proceeding and who shall have power and authority to advertise the said premises at public sale, after three weeks advertising in a newspaper published in said County of Clearfield, and also

Cont'd to Page 76.

Contd from Page 69. Chase vs Naylon

to be as follows to wit:
(a) The interest and purpart of said James Naylon, one of the plaintiffs, acting by and thro' his guardian A.R Chase is an undivided 1/4 interest in the real estate and tenements described in said bill.
(b) The interest and purpart of said Edward Naylon, one of the Piffs acting by & thro his Guardian A.R & Chase is an undivided one fourth 1/4 interest in the real estate and tenements described in said bill.
(c) The interest and purpart of Patrick Joseph Naylon, one of the defendants, is an undivided one-fourth 1/4 interest in the real estate and tenements described in said bill.
(d) The interest and purpart of said Gertrude Naylon, one of the defendants is an undivided 1/4 interest in the real estate and tenements described in said bill.
(e) The said defendant Catherine McCann, executrix of the will of Hugh McCann, deceased, is interested only in connection with the legal title and the devestiture thereof, and subsequent order in due course and this will be made relative to her duties and obligations.
(f) That the interests and purparts of said parties awarded purparts are subject to the payment of reasonable costs, expenses and counsel fees of said Catherine McCann executrix as aforesaid incurred or to be incurred in her behalf, as may hereafter be determined, as well as to the payment of proper costs, charges expenses and counsel fees of this proceeding.

By The Court

Aug 30 1918 Powers of Master extended to Sept. 2nd. See Weight Book Page 325
Sept 4 1918 Masters report filed with notice of filing accepted by Runyan & Kelso Attys and Jno B McGrath Atty.
Nov Dec 7 1918 Rules to accept property at appraised value filed.
Nov Dec 7 1918. Petition & decree for Public Sale of Real Estate filed. Nov. Nov 30 1918. The within Petition read and considered, and it appearing to the Court that all of the heirs have waived the issue & service of a rule to appear & accept the property at the appraised Valuation, & Clover in writing required to accept the Real Estate or any part thereof at the appraised value, which fact a record is to be made at the instance of McEnright & Lacey for Pltf. The Court grants an order for the Public Sale of said premises by Walter Weber Esq Master, after giving Notice thereof according to the provisions of the Act of Assembly in such case made & provided.

By The Court Simpson Bell J.

Jan 6-1919 Return to order to sell filed.

The undersigned appointed Master by your Hon. court on Feb. 4-1918, for return to the within order of sale, respectfully reports, That having given due and public notice of the time and place of sale in accordance with the terms of the order of your honorable court he did, on Dec 26-1918 at 1.00 o'clock P.M. expose the real estate of the James Naylon deceased to public sale.

Purpart #1, being all that certain lot of ground situate in the Boro of Osceola, County of Clearfield and State of Penna. beginning at a post on Curtain Street and corner of lot of Georg Cocolin: thence by same one hundred and fifty feet to an alley:

Cont'd on next Page

#1 Dec 1917

Thence by line of said alley fifty-five feet to post and corner of Purpart #2: thence by same one hundred fifty feet to post on Curtin Street. Thence by line of same fifty-five feet to post on Curtin Street: thence by line of same fifty-five feet to post and place of beginning, having erected thereon a two story frame dwelling house used and known as the Passenger station of the Philipsburg and Susquehanna Railway Company in said Borough: also another dwelling used as a restaurant, sold to George Cocolin for the sum of Six Thousand one hundred and thirty dollars.

Purpart #2, Beginning at a post on Curtin Street, corner of lot or purpart No. 1: Thence by said purpart No. 1, one hundred fifty feet to an alley: thence by line of said alley one hundred twenty eight and four tenths feet to post on bed tract line: thence by same south sixty degrees forty-five minutes west one hundred seventy one and six tenths feet to line of Curtin Street: thence by same forty five feet to post and place of beginning. Having erected thereon a large frame building used as a freight station by the Philipsburg and Susquehanna Railway company and also a part of the main line and siding of said railroad company, sold to George Cocolin for the sum of Four Hundred and ten dollars.

Purpart #3- Beginning at a post on Hale Street: corner of lot of Tresa Bayuka: thence by same one hundred fifty feet to post corner of an alley: thence by said alley fifty feet to a post: thence by purpart No. 4, one hundred fifty feet to post on Hale Street: thence by same fifty feet to beginning. Sold to Rev. L. N. Smith for the sum of one hundred fifty five (155.00) dollars.

Purpart #4. Beginning at a post on Hale Street fifty feet from corner on Hale Street fifty feet from corner of lot of Tresa Bayuka: thence by line of purpart No. 3 one hundred fifty feet to an alley: thence by same fifty five feet to a post, corner of purpart #5: thence by line of purpart #5 one hundred fifty feet to line of Hale Street: thence by same fifty-five feet to beginning. Having thereon erected a two story frame dwelling house and necessary out buildings, sold to St. Anthony Beneficial Society of Osceola Mills Pa. for the sum of Seven Hundred eighty dollars.

Purpart #5. Beginning at a post corner of Hale Street and purpart No. 4; thence by line of purpart No 4 one hundred fifty feet to post on an alley: thence by same fifty feet to post, corner of purpart No. 6: thence by line of same one hundred fifty feet to Hale Street: thence by line of same fifty feet to post and place of beginning. Having erected thereon part of the siding of the Philipsburg & Susquehanna Railroad Company to St. Anthony Beneficial Society. Osceola Mills, Pa. for the sum of Eighty dollars.

Purpart #6 Beginning at a post on Hale Street and corner of purpart No 5: thence by same one hundred fifty feet to post corner of an alley: thence by line of said alley thirty nine and six tenths feet to bed tract line: thence by same North sixty degrees forty-five minutes East one hundred seventy one and six tenths feet to line of Hale street: thence by line of same one hundred twenty three feet to place of beginning. Having erected thereon a part of the main line and siding of said Philipsburg & Susquehanna Railroad Company to St Anthony Beneficial Society for Thirty seven dollars.

They being the highest and best bidder, and those the highest and best prices bidden for the same, which said sales he prays may be confirmed by the Court and further prays that the Court, directs that upon payment of the purchase money the Master be directed to execute deeds to the purchasers thereof, and that the said sales shall divest any and all liens that may lie against said real estate: that out of the purchase money

Contd to Page 106

Fund for Jan 7, 1918

February Term 1918,

AHW. Seymour J. Lansberry
Elizabeth P. Koozer
Charles M. Daugherbaugh
/
Joseph M. Lansberry
Freeman C. Lansberry

Dec 27-1917. Bill in Equity filed. To The Hon. Kingsbury Bell J., Your Orators Complains & Say- Relief Prayed for. as follows, viz. 1st That a Decree of Your Honorable Court may be made That Your Orators are each respectively owners of an undivided one-fifth interest in The premises Hereinbefore described as heirs at Law of Samuel Lansberry deceased.

Pro Moore by atty 2.00
" " " 50.
AHW by Regt " 3.30

2nd That The defendants be required to make Execute and deliver to Your Orators Deed Conveying to each of them an undivided one fifth interest in The premises aforesaid.

3rd That The defendants be enjoined and restrained from encumbering The Real Estate Hereinbefore described or making any sale of The same or Contracts for The Sale Thereof so far as The undivided Three fifths of The same belonging to Your Orators are concerned.

4th. Such other and further relief in The Premises as Your Honorable Court may deem Just and equitable.

A H Woodward Esq
Solicitor.

Affidavit filed.

To Joseph M Lansberry & Freeman C Lansberry
You are Hereby Notified & required within 15 days after service hereof on You to Cause an appearance to be entered for You in The Court of Common Pleas of Cyd. Co. and to file Your answer within 20 days. and to observe What The Court shall direct. You are also notified That if You fail to Comply by Not entering an appearance in The Prothonotary Office within 15 days and filing Your answer in 20 days You will be liable to have The Bill taken pro. confesso and decree made against You in Your absence.

Witness my hand & Seal This — day of December AD 1917.

A H Woodward atty for Pffs.

Dec 27-1917 This Writ received Served & answers

Isaac McCreesky
Shff

Nov Jan 14, 1918. The above case is hereby discontinued.

A H Woodward
Atty for Pffs.

Wm. John H Moore
Pro.

Ltk

End

February Term 1918.

P.D.S. Corona Coal & Coke Co. (a. corp) 2

A.R. Rhea — Margaret A. Dickinson, Mary G. Dickinson, W.R. Dickinson, Julia Shugart, Anna B. Dickinson, Bernice Dickinson

Pro Moore & Atley (2991) 2.50
" " 6 Copies 1.75
" " Mtg. Inj. 1.50
" " Bond .50
Stff Gorman & Jy (A.M.G.) 5.40
" " Slater (A.M.G.) 5.64
Pro Moore .50
" 1.50
" .50
Atty. (2991) 25.00
Stff. Printing bill (2991) 22.00
.50
1.75

July 1st 1918 Rec'd of A.R. Rhea Atty above costs Stff. Atty $49.50
Stff. Gorman 11.04 Pro Moore 6.00
Total 66.54 John W. Moore

January 11-1918. Bill in Equity filed

To the Hon. the Judge of the said Court:

Your Orator Complains & Says, &c.,

Being prayed for as follows:

Wherefore, the Plaintiffs having no-
remedy at law, and need Equitable
relief & Says:-

1st That Jan. 2nd Instant previous
day. Now, and perpetual Injunction,
&c. Issued restraining the Defendants,
and Each of them and Enjoining the
Surrender Said Lease of August 3rd
1906 and the Defendants and Each of
them and their agents, Servants
or Employees from taking possession of
the property described in said Lease,
II That Plaintiffs may have such other
and further Relief as may seem best
to your Honorable Court.
III That Plaintiff may have general
relief and Plaintiffs writs &c."

Roland D Swoope atty for Plff

Affidavits filed

Circuit Court January 11-1918. I hereby certify
that in my opinion Plff has no adequate
remedy at law.

I Hereby Certify That There has not been
Sufficient time to print the foregoing
Bill in Equity.

Roland D Swoope, Sol. for Plff

Pro To Margaret A Dickinson et al. You and
Each of you are hereby Notified & required
within 15 days after Service on you to
cause an appearance to be Entered for
you, and to file your answer within 30
days, to the Printed Bill of Complaint of
the Corona Coal & Coke Co. a corp. Plff &
and to observe & abide such decree
direct.

You are also Notified if you fail to
Comply with the above Requirements by
Not Entering an appearance in the
Proths. Office within 15 days & answering
Same in 30 days. You will be liable to
have the bill taken pro confesso and
a decree made against you in your
absence. Test my hand & Seal
January 11-1918 Roland D Swoope Sol. for Plff

January 11-1918 Bond filed in the sum
of $1,000.00 Dollars. Corona Coal Co. by H.B. Scoopel
Roland D Swoope as Security.

And Now, This 11th day of January, A.D. 1918. The
Bill of Complaint in the above stated cause together with
the Injunction affidavits, &c. is submitted to the Court and
after due Consideration thereof, on motion of

Frank

Feby Term 1918.

2 & Feby 5 1918 Continued.

Roland D Swoope Solicitor for Defts. moved that Writ of Injunction preliminary Rule, but which may become perpetual hereafter shall issue restraining the above Defendants & each of them from enforcing the forfeiture of said Lease of August 3. 1908. and said Defendants and Each of them and their Agents Servants & Employees from taking possession of the property leased to said Plaintiffs.

This Injunction not to issue until an Injunction bond is filed by Plaintiffs in the sum of One Thousand & Two Dollars with Surety to be approved by the Court.

This Injunction to be taken as assented unless a Motion to continue the same be argued on the 21 day of January A.D. 1918. at 9 o'clock A.M. or such other date hereafter as said hearing may be continued to.

By the Court.
Singleton Bell J.

Bond filed & approved by the Court.
Nov January 12 1918

Injunction issued to Sheff Gorman.
January 15 1917 By paper filed A.R. Chase Atty. directs his appearance entered for defendants.

Nov Jan 12 1918 Served the within writ of Injunction on Samuel Isenberg Agent for said defts by handing him a true and attested copy of said writ of Injunction. So Certs A M Gorman Sheff.

Nov Jan 12 1918 Served the within Bill of Equity together with notice on Samuel Isenberg agent for said defendants by handing him a true and attested Copy of same. So Certs A. M. Gorman Sheff.

Nov Jan 21 1918 time extended to Jan 28 1918, 10 a.m. By the Court.

Nov Jan 28, 1918, Injunction continued until final Judgment of this Cause. By the Court.

Feb 12. 1918. Printed Bill filed with notice of filing accepted by A R Chase Atty.

May Term 1918,

101	Harris Coal Mining Co. / Francis Myers, James Myers.	March 23 1918 Bill In Equity filed Wherefore Plaintiffs prays The Court to order and direct:-
Pro. Moore By atty (3033) 2.50		A, That The defendants make Execute and deliver to The Plaintiff a deed with Covenants of Special Warranty for That Certain lot or piece of ground Situate in Morris Township
3 copies 3.010 1.50		Clearfield County, Pennsylvania, particularly bounded and described
Sheriff Gorman A.M.G. 4.42		in The Ninth paragraph of The foregoing
Pro. Moore .50		bill of Complaint,
.60 " 1.50		B, That The defendants be restrained from interfering with The occupancy and possession of The property described by The Plaintiff, its tenants, agents or Employees.
		C, Such other and further relief as may be meet in The Circumstances and
Aug 14 1918 Recd of Kunyhs & Kuhs attys		as equity may require.
14.27 Cnty 2.50 atty 3.00, Shff 4.42		D, That defendants be ordered to pay
Pro. Moore 4.35		The costs of This proceeding."
John H Moore Pr.		Geo N Zeigler, J L & F Rubo atty for Plffs

affidavit filed

To Frances Myers & James N Myers You are hereby notified and required within 15 days after service to cause an appearance to be entered for you in The Court of Common Pleas of Clearfield C. Pa. and to file your answer within 30 days to The within bill of Complaint and to abide or what The Court Shall direct You are also notified That if you fail to Comply by not Entering an appearance in The "Prothy" office within 15 days or by not filing your answer within 30 days You will be liable to have The bill taken for Confesso and a decree made against you in your absence.

Witness our hands & seal 23 mch AD 1918.
Geo N Zeigler, Leavy, right & Rubo
"Sol. for Pltff"

Now March 26" 1918 Served personally on the defendants Francis Myers & James Myers by handing them a true and attested copy of the original and making Known to them the Contents thereof.
So Ans. A M Gorman Sheriff.

By paper filed April 8th 1918 A R Chase atty enters his appearance for the defendant.
Enter my appearance as solicitor for the defendant in the above case.
A. R. Chase atty.

April 20 1918 Deft's answer filed
Aug 14 1918 By paper filed this case discontinued

Continued from Page 87 (No 4 Dec T 1917)

Sept 3 1918 Auditors account confirmed nisi. 13th Court.
Albert W Johnson 17 Dist.
Specially Presiding

Sept. 9, 1918 Confirmed absolutely.

L W. Edwards Reports as follows.

VIII The amount in the hands of H B. Hartsnick, master for distribution by the Auditor is as follows. Viz The amount realized from sale of real estate. 1900.00

to be distributed as follows.

1st To 4 pencen of sale. 4 pencen of audit	
2nd Advertising	17.50
3rd Ed Taylor auctioneer	5.00
4th Jas C. McCloskey Sheriff	11.40
5th John H Moore, Esq.	8.75
6th Plaintiffs printing	8.00
7th Defendants printing	25.00
H B Hartsnick. Master	90.00
8th W J Woodcock. W C Miller A O Smith. H B Hartsnick, attys fees and 4 pencen allowed by the Court	265.00
10th J H Moore recording audit	5.00
11th J. Short advertising "	2.50
12" Matt Savage " " "	2.50
L W. Edwards Auditors fee	25.00
	1900.00. 400.65
Balance for distribution	1499.35

Brought down $1499.35

Distribution as follows.

To Mrs M. Jamison 1/4 Rec'd 9/10/18 A O. Smith atty	374.84
" Mary L J Miller share of daughter (1/8)	187.42
Mary E. Calhoun	
" " " " " 1/3 of share of Helen M Calhoun	62.47
To Helen M. Calhoun (3/24ths)	124.95
To R. H. Calhoun (1/2)	749.67
	$1499.35 $1499.35

All of which is respectfully
Submitted. L. W. Edwards.
Auditor.

May Term 1918.

A.H.W.

Decatur Dupy
by
John Douglass
Jacob Baughman
Jno Gleaton
Supervisors

2

Ledger Ind Cas
Leg & Mines
Trading as
Co of Mines

Pro Moore By Atty 2.50
" Injn 1.50
Bond. .50
Sept Gorman 6.38
" 2.50
Pro Moore Secy. 1.00
" .50
" .50
" 1.60
" 1.50
" 1.60
" 1.60

March 26-1918, Bill in Equity filed
Jam Orator Complains &c Says &c,
Relief prayed for.
1st That an Injunction preliminary
now and perpetual thereafter
be granted against the defendants
their agents Servants & employees
enjoining and restraining them from
further removing any Coal from under
the surface of said Public Road with
out leaving proper support for the
surface of said Public road.
2nd That the defendants be required
to pay damages to the Plaintiff for
the injury caused by mining and
removing the Coal from under said
said road without leaving proper
support for the surface thereof and
the Entry of Judgment in favor of Said road
2nd Such other and further relief in
this behalf as your Honorable Court
may deem Just & Equitable.
A H Woodward Sol.
affidavits filed.
Bond filed in the sum of $500.00
Bond approved by the Court, March 26-1918,
Jam Ind Co of Geo Mimms Trading as
Co of Mimms &c. You are hereby Notified
and required within 10 days after
service hereof on you to Cause an appea
rance to be entered for you in the Court
of Common Pleas of Decatur Co. in 30 days
to the action filed by Complainant of the
within Named Decatur Co &c and to
answer what the Court shall direct.
You are Notified if you fail to Comply
with the above & that Concerning the
appearance in the Premises. Effect
within 10 days of filing of your answer
within 30 days. You will be liable to
have the bill taken for Confessed and
a decree made in your absence.
A H Woodward Atty.
affidavit for injunction filed
and Now, March 26-1918, preliminary
injunction awarded said injunction
to be taken as discharged unless a
Motion to Continue the same and make
it permanent be argued on Saturday
March 30-1918 at 11 a.m.
By the Court
March 26-1918 Writ of Injunction issued
Now March 26-1918 Served personally on the Defts
Ind Cas of Geo Mimms by handing each a true and
correct copy. The of the original & reading known to them

(Continued)

The Cause Coming on to be heard. Present A. M. Gorman. Atty.
Sworn to Subscribed to This 27th day of March J. H. Moore Clk.
April 1, 1918. By paper filed Geo. W. Engles & Smyths & Krebs Attys direct their appearance entered for Defts.
Order filed April 13 1918. Nov. March 30-1918. This appearing to be a short dispute in the testimony on certain Phases of and the defendants having stipulated they are not now moving and do not intend moving Court from under the township road, in order that the question in actual controversy may be properly determined. The temporary injunction granted is Continued until final hearing and no permanent order as to Injunction will now be made, other than the continuance. The pending Injunction. Exception noted & allowed to both parties.

By the Court

April 16-1918. answer to bill in Equity filed
" 16 1918. Service accepted and time for printing answer Waived & waived all printing in Cause Court A. B. Woodward Atty for Pltff
June 10-1918 on stipulation for 7 Cont'd

Cont'nued from December Term 1917.
Page 75 -

		by at least two hand bills published in public places in Clearfield County, and who shall sell same to the highest bidders, and for the highest and best price bidden for the same and shall make return of said sale to the Court for appoval and confirmation.
	P. H. Colburn et al.	
	Versus.	
		V.
		That either one of said parties plaintiff or party defendant shall have the right to bid at said sale and become the purchaser or purchasers of the said premises on payment or security of the full purchase price as required by said Master.
	William M. Zimmerman.	
Pa		VI.
		That the said Master upon making said sale and under confirmation of the same by Court shall, after payment of all legal costs of this proceeding and cost of sale, make distribution among the Parties entitled to the proceeds of said sale in accordance with their respective interests.
		VII.
		That a decree of the Court shall be entered in the above stated case in accordance with this settlement.
		Witness our hands and seals this day and year aforesaid.
		B. H. Colburn.
		W. M. Zimmerman
		Lucretia Jane Miller
		Helen Myrtle Colburn

Now. April 8th 1918. Decree of Court filed.

Now, April 6th 1918. It appearing to the Court that since the commencement of these proceedings Mary E. Colburn, one of the parties plaintiff has died unmarried and without issue, and to the real became Vested in her Sister, Helen Myrtle Colburn, subject to the dower interest of her Mother, Lucretia Jane Miller, by Virtue of the Intestate Laws of Penna. And it further appearing to the Court that all of the parties interested in said real estate, as owners thereof, have filed in this case an agreement, in writing, in which they agree that said real estate is situate in the Township of Karthaus, County of Clearfield, and State of Pennsylvania, instead of in the Township of Covington, Edit County and State, and that the Bill in Equity for partition is corrected to that extent; that said real estate contains ninety one and one half acres (91½) acres, and is owned by the parties as set forth in said bill, subject to the change in title caused by the death of Mary E. Colburn; that said premises constitute one farm on which there is one set of buildings; that said lands and tenements so held undivided cannot be divided with-

December Term. 1917—

out prejudice to or spoiling the whole, that it is to the mutual interest of all of the parties that the same shall be sold as a whole for the highest and best price that can be obtained for the same; that for the purpose of said sale no appraisement of the value of said premises is required to be made by virtue of said partition proceedings in equity; That Howard B. Hartsuch Esq; and W. Wallace Smith, Esq are agreed upon by all the parties interested as masters, who shall have power and authority to advertise the said premises at public sale after advertisement as there in agreed; - and that the Court should appoint them masters for said purpose, that said Masters shall proceed to advertise and sell said real estates and upon said sale being made and confirmed, after all legal costs of this proceeding and costs of sale, make distribution among the parties entitled to the proceeds of said sale, in accordance with their respective interests; and it further appearing to the Court that it is now impossible for the said W. Wallace Smith, to act as one of said masters, on account of his absence in the service of the United States, and it being agreed at Bar between the respective Counsel representing all of the interest of the owners of said real estate, that the said Howard. B. Hartsuch, esq shall be appointed sole master for the purpose of carrying out the partition of said real estate, in accordance with the agreement of the parties interested:—

Now, Therefore, it is ordered, decreed and adjudged that said real estate be partitioned as prayed for in said proceeding; that said premises constitute one farm and cannot be divided with out prejudice to or spoiling the whole as admitted and agreed by the owners there of:- that the master here in after appointed shall make no attempt to divide and partition the said real estate to and among the parties interested, or into purparts; that said master shall not be required to appraise said premises as a whole nor accept bids on the same from the owners there of, said owners having waived said proceedings; and that said premises shall be sold at public sale by the master here in - after appointed, and the proceeds be divided among the owners there of in accordance with the agreement filed by said owners; and for the purpose of completing said partition, in accordance with the agreement of the owners of said premises. Howard. B. Hartsuch Esq. is here by appointed master with power and authority to advertise said real estate as a whole at Public Sale, sell the same to the highest bidder, make, execute and deliver a deed there of, and make distribution of the proceeds there of as provided by the agreement of the owners and interested parties.

By the Court.
Singleton Bell. P. J.

May 6, 1918 Masters return of sale filed & Confirmed nisi / By the Court.
May 10 1918 Confirmed absolute / By the Court.
June 22 1918 By Motion on Watch Book C. W. Edwards Esq is appointed Auditor to make distribution of funds in hands of Trustee / By the Court.
Sept 3 1918 Auditors acct. filed.

(Con on Page 88)

May Term. 1918

Mar arch		April 17th 1918 Bill in Equity filed.
	H. W. Brown.	To The Honorable the Judge of said Court:-
		Your Orator complains and says:-
		I. That your Orator and the defendant
	3.	D. E. Baird, in November, 1916 entered into a
		verbal partnership for the purpose of
		mining and shipping coal & other business
J M Hoey.	D. E. Baird.	II. That on or about the 5th of October, 1917.
		The said firm purchased from Henry
		Fairbanks a tract of land situate in Bell
	Pro Moore. by Peff. $2.50	township, Clearfield County, Pa. containing about
	" " 3 cent. 1.50	fifty eight (58) acres, which was conveyed
	" " 1.50	him by article of agreement or deed to
	" " .50	The said D. E. Baird for the use of the partnership.
	" " 1.60	a full description of said land your
J S Michaels sub. (ck 390)	4.50	Orator is unable to give for the reason that
Pro Moore.	.50	all the papers are in the possession of the
" "	.50	said W. E. Baird and your Orator does not
" "	.50	have access to same and the said D. E. Baird
(ck 5-13 for $16.40)	.50	refuses to permit examination of the said
	.50	papers:
	.50	
"	.60	III. According to the terms of the partnership
"	1.50	which was verbal, each of said partners was to
U M Gorman Shf. A. M. 9.	8.30	have an equal interest in the business and
Pro Moore	.50	real estate and to share equally in the profits.
	1.60	
	1.50	IV. That said firm let contracts for the
J S Michaels (ck 390)	2.35	cutting of props, railroad ties, and saw
Pro Moore.	1.60	logs to different parties at a price agreed
" Opp Deceased	1.50	upon and under the arrangements your Orator
Pro Ralston	1.60	was to do the shipping, selling and the collecting
" "	1.50	of the moneys derived from sale of said timber
" " Deft's bill (ck 391)	16.01	cut on above mentioned land and the defendant
" " (ck 391)	23.54	was to do the banking and paying of bills.
	76.70	The account to be kept in the name of Brown
		and Baird. This agreement as to the method
		in which the business was to be conducted
		was made at the time of the formation of
		the said partnership.
		V. That after a large amount of props and
		other timber was cut, the said defendant, without
		the consent of your Orator and in violation of
		the partnership agreement, proceeded to haul
		and ship a large amount of said timber
		to various parties, the names of which your
		Orator is unable to obtain.
		VI. That the said D. E. Baird above named
		defendant not being acquainted with the kind
		and character of inspection at different mines
		and through carelessness and negligence in not
		separating the different kinds of props, cut
		the same at a loss to the firm. The said
		sales being in violation of the terms of the
		partnership agreement.
		VII. That the said D. E. Baird has shipped
		a large number of cars of props, the exact

Aug 26th 1920 Rec'd of H. W. Brown
Costs Ex Pro Moore $16.40 Pro Ralston $3.10
J S Michaels $6.85 Sh'ff Gorman $8.30
Deft's Bill $39.55/100 total $74.20
Geo W Ralston Pro
Pro Ralston atty Sup Court
3.00
3.00

number of which your Orator cannot give, nor the names of the parties, and collected a large sum of money on said sales.

That in violation of said agreement as to the depositing of said money, the said D. E. Baird has only deposited a portion of the same in the name of the firm, and your Orator believes that there are sums of money yet remaining to be paid to the partnership, the amount of which he is unable to give for the reason that he does not have access to the firms books and papers.

VIII. Your Orator further alleges that he has requested D. E. Baird, the said defendant, to render an account to your Orator of the amount of lumber shipped, amount received and amount outstanding together with expenses paid, which the said defendant has refused to do and further refused to allow your Orator to examine the books of said firm, fraudulently assuming and retaining control of the business, contrary to the terms of the agreement between the said partners, and still continues to refuse.

IX. Your Orator alleges that by the said defendant fraudulently assuming, contrary to the partnership agreement, the power to make sale of said timber, that the partnership lost large sums of money due to the fact that the said defendant being unacquainted with the values of the said timber, such the same being the prices which could and would have been obtained by your Orator and further that said partnership was compelled to pay out large sums of money in excess of what they should have paid in freight and other expenses.

Wherefore, your Orator needs equitable relief, and prays:

a. That due account be taken.

b. That a dissolution should be decreed.

c. That assets should be called and protected.

d. That a sale of partnership property should be ordered.

e. That an equitable distribution of the proceeds should be made and of the assets in the hands of the said defendant belonging to the said partnership.

f. That the court grant and decree such other and further relief as to right and justice may belong and to your Honor may seem meet.

And they will ever pray.

W. A. Hegarty.
A. P. Chase.
Solicitors for Plaintiff.

Now April 23rd 1918 By paper filed Jno. M. Wray enters his appearance for D. E. Baird in the above case

May 12 1918 Defts answer filed, with leave accepted and all pleading in lower court waived by W. A. Hagarty & A. P. Chase Atty for Plff.

June 1, 1918. Replication filed.

July 10-1918. Leave granted & Motion by atty for Defts to dismiss Continued to July 15-1918.

Saw July 10-1918. Motion to dismiss Continued to July 15-1918. Further to be continued at request of Counsel to July 22-1918.

By the Court.

July 10-18. Motion to dismiss withdrawn filed.

Nov July 15-1918 Parties not ready to proceed the hearing is continued to Monday July 22 1918

By the Court.

Aug. 1 1918 Opinion filed.

Aug 1 1918 Motion to dismiss bill is dismissed, Exceptions noted and bill sealed to Defts. By the Court.

Aug 1 1918 Decree filed

Continued to Page (101)

May Term. 1918.

		April 20th 1918. Bill in equity filed.
Arnold	Austin J. Myers.	To the Honorable, Singleton Bell. P. J.
		Your Orator complains and says:-
		"First." — That your Orator is a resident
		of the City of DuBois, Clearfield County, Pa.
	+	and lives on the premises here-in
		after described, known as the western
		half of lot No 80. of the J. E. Long addition
		to the Borough of DuBois.
Gleason	Catherine Yutt.	"Second" — That Catherine Yutt, one of the
	William Yutt.	Defendants, is also a resident of the
	Fra Moore. by atty. 2.50.	City of DuBois, whose husband is the other
	" " 1.50	Defendant: William Yutt: and that the
	Sheriff Gorman. 2.50	two defendants reside together on what is
	" " Writ of Injunction 6.60.	known as the eastern half of lot No 80 of the
	Fra Moore. — 50	J. E. Long addition of the Borough of DuBois
	" " 50	now the city of DuBois.
	" " 50	"Third" — That Catherine Yutt and
	14.60	William Yutt, her husband, made a written
		article of agreement with Austin J. Myers
		bearing date of the 15th day of January
		1914. for the sale of the western half
		of lot No 80. of the said J. E. Long Addition
		to the then Borough of DuBois, Clearfield
		County, which agreement is annexed
		hereto and made a part hereof and
		designated as exhibit "A".
		"Forth" — That said agreement provided
		inter alia as follows: "It is further agreed
		that the water and sewerage and plumbing
		arrangements shall remain as at
		present but in case any changes
		may be required by the Constituted
		State or Borough authorities in either
		water or sewerage plumbing, then in
		such case the costs of such change
		shall be borne by whose property is
		effected by such change.
		Or if both be effected then in such proportion
		as may be properly determined.
		"Fifth" — That in pursuance of said
		written contract the said Catherine
		Yutt and William Yutt, her husband,
		conveyed the western half of lot No 80. in
		the J. E. Long Addition, as described in the
		article annexed hereto as exhibit "A".
		together with the two story frame
		building thereon erected.
		"Sixth" — That the said building erected
		upon the premises so contracted to be sold
		and sold aforesaid, was plumbed for
		water and served with water by a
		water pipe leading from the property
		owned and retained by the Defendant
		Catherine Yutt on the eastern side of

Continued — May Term. 1918.

said lot No 80. of the J. E. Long addition.

From a water main line located on the public Street in front of the properties of the Defendant and the Plaintiff, a service line runs there from to the property now owned and occupied by Catherine Yutt the defendants and that from said service line on the property of the said Catherine Yutt a branch service line runs from the property of Catherine Yutt to the property of the Complainants on the western half of lot No 80. So that all water reaching the house of the said Austin J. Myers passes through the service line and property of Catherine Yutt.

That the plumbing and water arrangements so described were the same plumbing and main arrangements existing at and before the date of the 12th of January 1914 and at and before the date of the 15th day of January 1914 when the deed aforesaid was executed and the arrangements so described existed & do exist at the present time.

"Seventh". That on or about the 9th day of June 1917. Catherine Yutt one of the defendants, notified the said Austin J Myers in writing. That in one year from said date the water would be shut off and the connecting line removed a copy of which notice is annexed hereto, and made a part hereof.

That from time to time here after the 9th day of June 1917. the said Catherine Yutt has shut off or caused to be shut off the water from the premises of the Complainant but upon warnings and objections used have the same turned on, and from time to time would partially shut the same off.

"Eight" ——. That on the 2nd day of April 1918. the Defendant Catherine Yutt, entirely shut off the water from the premises of the complainant, and since that date has repeatedly turned off the water and interfered with the supply of water to the premises of the complainant, and has reduced the pressure of the water to the complainants premises by partially turning off the valve in the service line above mentioned.

"Ninth" That the said Catherine Yutt has been notified to cease meddling with the water line aforesaid and to cease depriving Your Orator of the benefits thereof.

That she still persists in so doing to the great injury and detriment of your Orator, your orator being deprived of the use of water for domestic purposes by the actions of the said Catherine Yutt.

Wherefore your Orator needs equitable relief and prays:—

"First" That an injunction issue, preliminary now to be made perpetual on hearing had, ordering & directing the said Catherine Yutt and William Yutt, her husband to reinstate the service and flow of water on the branch water service line leading from the service line on the premises of Catherine Yutt (in Park Avenue) to the premises of Austin J. Myers adjacent thereto. Insofar as any acts of the said Catherine Yutt and William Yutt or the acts of the servants, agents or employees of them or either of them, have changed or caused to be changed the service and flow of water into said service and flow of water into said branch service line.

Continued from Page 90 — May Term. 1918.

in any wise different from that existing January 12th 1914 so that said branch service line may be restored to the same condition as the same was on the said 12th day of January 1914.

Second —. That they, the said Catherine Yutt & William Yutt shall remove all and every kind of device or thing obstructing the flow of water into said branch service line, which has been placed, caused to be placed, or contrived by the said Catherine Yutt & William Yutt subsequent to January 12th 1914.

Third —. That Catherine Yutt and William Yutt, the agent, servant and employees of them & each of them, be & are hereby restrained & enjoined from in any wise interfering with, or shutting off the water flow from the service line, entering into the premises of the said Catherine Yutt, and from thence entering into the branch of service line of Austin J. Myers.

Fourth, That your Orator have such other and further relief as the nature of the case may require.

Jno C. Arnold.
Solicitor for Plff.

Notice.

To Catherine Yutt and William Yutt at DuBois, Pa.

You are hereby notified and required within fifteen days (15) after service hereof on you to cause an appearance to be entered for you in the Court of Common Pleas of Clearfield County, Penna. sitting in equity: and to file your answer within Thirty (30) days to the within Bill of Complaint of the within named Austin J. Myers and to abide 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 (15) days you will be liable to have the bill taken pro confesso and a decree made against you in your absence.

Witness my hand at Clearfield, Pa. this day of April A.D. 1918. John C. Arnold. Solicitor for Plff.

Now. April 20th 1918 Bond Filed.

" April 20th 1918 Writ of Injunction filed.

Now April 20th 1918 — Served the within Bill of Equity with notice, on Catherine Yutt and William Yutt by handing to them a true and attested copy of the said Bill of Equity with notice and making known to them the contents thereof.

So Answers.
A. M. Gorman Sheriff.

Now April 29th, 1918. Service accepted for defendants as to Plff:
Bill by James A. Gleason Atty.
May 6 1918 By paper filed James A Gleason atty. directs his appearance entered for defendants.
June 24 1918 Answer filed

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VVV

September 1918.

Miller & Hartsinck

William Kemp.

I

William H Ellery.
Robert R Sebolt, J W Sammon
J. Fleming & C D Haley

Pro Moore	2.50
" "	.50
	.50
Shff Gowman & Mileage	9.64
Pro Moore	.50
"	.50
" Deft 5 Pro Moore 88 Cts	.60 1.50
" " Pro Moore Deft	.60 1.50
" " Pro Moore Deft	.60 1.50
Pro Ralston	.50
Pro Ralston	.60 1.50
	.25
	23.29

Feb 19 1921 Receipt of A H Woodward Atty for W. H. Ellery
#2329 Costs as stated
Geo W Ralston Pro.

July 1st 1918. Bill in Equity filed:—
To The Honorable, Simpson Bill In J.
Your orator, therefore, prays for the following relief:—
First: That the contract of June 12th 1918, be specifically performed.
Second: That the said defendants be directed to grant, bargain, sell, assign and transfer unto the plaintiff, their several interests, being in total seven-eighths interest in the stock, franchises and rights of the Ellery Coal Mining Company.
Third: That the defendants, and each of them, be directed and compelled to convey, assign, transfer and set over to the Ellery Coal Mining Company any and all deeds, contracts, agreements or other contracts, that appear in the name of any of the individuals named as defendants herein, and that are used in connection with the said Ellery Coal Mining Company, or intended for the use and purposes of the said Ellery Coal Mining Company.
Fourth: That the plaintiff be awarded such damages which he suffered by reason of the defendants' refusal to perform and carry out the aforesaid written contract of June 12th, 1918.
Fifth: Such further and equitable relief to which your orator may be entitled.

Miller & Hartsinck
Solicitors for Plaintiff.

Plaintiff's Bill:—
To William H. Ellery, et al.

You are hereby notified and required within fifteen (15) days after service hereof by you to cause an appearance to be entered for you in the Court of Common Pleas of Clearfield County, Penna, sitting in Equity and to file your answer within Thirty (30) days to the within Bill of Complaint of the within named William Kemp 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 Prothonotary's office within fifteen (15) days or filing an answer within thirty days, you will be liable to have the bill taken pro confesso and a decree made against you in your absence.

Witness our hand at Clearfield, Pa this 24th day of June A. D. 1918.

M. & H. Solicitors for Pltff.

July 10. 1918. By paper filed A. H. Woodward Atty. directs his appearance entered for Defts. (except C. D. Haley)

(Con on Page 95)

Now July 1st 1918 Served the within bill of Complaint (with notice to cause an appearance to be entered within 15 days after service and file an answer within 30 days) upon J W Seerman. J.S. Fleming and C D Haley defendants by handing to each a certified copy of said Bill of Complaint with notice So Ans A M Gorman Sheriff.

Now July 6 1918 Served the within Bill of Complaint (with notice to cause an appearance to be entered within fifteen days after service and file an answer within thirty days) upon William H Ellery and William H Ellery Atty. in fact for Robert R. Schott Defft by handing Wm H Ellery a certified copy of said bill of Complaint with notice

So Ans. A M Gorman Sheriff

July 22. 1918. Demurrer filed with notice of filing accepted

Isby Miller & Hartswick Attys for Plff.

Mar 3-1919 Opinion filed

Now. Mar. 3-1919 the demurrer is overruled and the defendant directed to answer within 10 days Exception noted & bill sealed for the defendant. By the Court.

Now. March. 6-1919 Answer filed

Mar 12-1919 Plffs Replication filed The Plff joins issue on the matters alleged in the Answer. Miller & Hartswich Attys for Plff

Mar 13-1919 Service accepted for Defts A H Woodward

Jany. 14 1920 Continued by request of Both parties. (on argt list)

April 12 1920 Not to go on list unless ordered on.

Now Feb. 17. 1921. I hereby direct this case to be marked dismissed of record. On payment of costs.

William Kunz.

September Term 1918.

A H W.

G. W. Hess

v

L Ray Johnson,

Pro Moore Equity 2.50
" Sup. 1.25
" 2 Copies .50
Sheff. Gorman A.M.S. 6.64
Pro Moore .50
" " Writ .90
.25

July 30 - 1918. Bill in Equity filed
To Nov. The Judge of said Court
Your Orator Complains & says and
says for the 1st reasons &c.
First. That pending this suit Defendant
and Thereto perpetually The Defendant
L Ray Johnson, his agents & servants be
enjoined:
(1) From Committing any waste upon
said premises.
(2) From refusing or denying The Plaintiff
his agents & servants, of going upon
said premises hereinbefore described
and There remaining for The purpose
of taking and removing such steps as
he is entitled to have. (3) From digging
transporting and storing The Coffee.
(4) From taking and converting to his
own use, The wheat remaining on said
premises belonging to Plaintiff as well as
The share of The Plaintiff in The other crops
growing upon The said premises.
(2) Damages for The waste heretofore
Committed by said Defts.,
(3) Such other and further relief as to Your
Honor may seem meet.
A H Woodward. Atty for Off.

To. L Ray Johnson. Defts., You are hereby
notified & required within 15 days after
service to Come and appearance to be
entered for you in The Common Pleas Court
of Cleveland Co., sitting in Equity, and to file
your answer within 30 days & to abide
What The Court shall direct if you fail
to Comply by Not Entering appearance in
The Proth Clerks Office within 15 days
or file your answer in 30 days you
will be liable to have The bill taken pro
confesso. and a decree made against you
in your absence. A H Woodward Solr for Off'l
Injunction affidavits filed
July 30 - 1918. Bond filed in The sum of $500.00
Attorney. Bill approved by The Court.
Complaint That there has not been time
to have Writ granted filed.
And. Now July 29. - 1918. Injunction granted
as prayed for. to be taken pro confesso unless Notice
to Contrary be presented and heard, before The Court
on Monday, August 5 - 1918. at 9 o'clock am
By The Court.

July 30 - 1918. Injunction issued

Aug. 6. 1918. Rec'd of A H Woodward Atty.
$6.64 Sheff. Gorman. Pro Moore 3.40
John W Moore Rec.

(Con on Page 97)

No 2 Sept T 1918 Contd.

Now July 30 1918 Served the within writ of Injunction upon L. Ray Johnson the Defendant, by handing him a true and attested copy of the original and making known to him the contents thereof. So Ans. G.M. Gorman Sheriff.

Now July 30 1918 Served the within Bill of Complaint with notice to cause an appearance to be entered within 15 days after Service and to file an Answer within thirty days upon L Ray Johnson Defts. by handing him a Certified copy of said Bill of Complaint with notice.

So Ans. G M Gorman Sheriff.

Now Aug 6, 1918. This case settled and discontinued.

A.H. Woodward
Solicitor for Complainant.

Attest John H Moore Clk.

September Term 1918.

J.C.K.	Michael Doron	August 1st 1918. Bill in Equity filed
	3.	To the Hon. Singleton Bell Judge of said
		Court, Given Orator Complainant may
	Albert Johnson	and Needs Equitable relief.
	Andrew Dahl	First That an injunction issue
		preliminary Hare to be made perpet
		ual on hearing had, restraining and
		enjoining the said Albert Johnson &
Pro Moore	2.50	Andrew Dahl, their agents, servants,
2 copies	.50	and Employees, & each & every of them,
1 Rule	1.25	from digging, excavating or filling
Shff Gorman, A.M. &	9.00	any of that part of said premises described
" A.M.S.	4.00	in this bill as a public highway is dis
Pro Moore	1.50	cribed as lying between the property of
"	.50	Michael Doron, and Mary Alkonis
	.50	on which premises so described as a
Pltff's Bill Ch 31 R 4. Feb.	10.14	public highway, a certain Excavation
Pro Moore	1.50	is now being made by said Albert
	30.39 1.50	Johnson & Andrew Dahl, their agents
Atty Arnold Summons Bill	10.00	Servants & Employees.
" " Fees	10.00	Second, That the Defts. Albert Johnson &
		Andrew Dahl, be ordered & directed to repair
Pro Moore	.50	and place in good condition as previously
"	.50	Existing before the Excavation complained of
"	.50	in this bill a public road as previously
"	.50	Existing before the Excavation complained
" Typing Bill	1.50	of in this bill, Albert Johnson & Andrew Dahl
A.M. Loveright (Ch 31 R 3)	1.00	forever cease & every thing of obstruction
	40.00	placed or caused to be placed by them
		their agents or Employees on said
75.39		public Highway.
Rec'd of Miller & Hartswick		3rd That Your Orator have such other
Oct 25, 1918. Seventy five 39/100		and further Equitable relief as the Nature
dollars above costs.		of this Case may require.
Pro. Moore 12.25 Shff Gorman 13.-		John R Arnold Sol for Plff
Pltff. bill 10.14 A.M. Loveright 40.=		To the Defts you are hereby Notified & required
John F Moore		within 15 days after service of you to cause an
Pro.		appearance to be entered for you & to file your
		answer within 30 days. You and each
		of you are hereby Notified that in default
		thereof The Complainant will apply to the
		Court at the expiration of 15 days & to file
		your answer within 30 days. You will be
		liable to have the bill taken for confessed, &
		a decree made against you in your
		absence. John R Arnold Sol for Plff.
		I hereby Certify That there was not time
		before said bill was filed, John R Arnold Esq
		Now August 1st 1918, Rule granted to
		Show Cause why an injunction should
		not be issued as prayed for. Returnable
		Thursday August 8 1918. at 1.30 P.M.,
		By The Court
		Aug 1-1918. Affidavit filed
		" 1-1918 Rule issued Ret aug 8-1918. 1.30 P.M.

Continued to next Page

No 3. Sept Term 1918 Continued

Now August 1-1918. Served the within Bill & Complaint with notice to cause an appearance to be entered in 10 days after Served and to file an answer within 30 days upon Albert Johnson & Andrew Dahl defts" by handing each a certified Copy of said Bill of Complaint with Notice. So certs. A.M. Gorman Shff.

Now Aug 1-1918. Served personally on defts, Albert Johnson & Andrew Dahl, by handing to each of them a true & attested Copy of the original & making known to them the contents thereof.

So certs. A.M. Gorman Shff.

Now August 2nd 1918 By agreement of Counsel the hearing on motion to Dissolve Rule to Show Cause is this day Set to be heard (Friday) at 10 o'clock A.M. the Court

Aug 1, 1918 Petition filed. By the Court.

Aug 12, 1918 By Stipulation Miller & Hankinet Attorneys enter their appearance entered for defendants.

Aug. 22, 1918 Defts. answer filed. Aug 28. 1918 Testimony filed

Sept 16 1918 Agreement on Referee filed.

Now Aug 12 1918 A.M. Cunningham is appointed Referee in the above entitled Case in accordance with the forgoing agreement and the said Referee is hereby authorized and directed to proceed to hear and determine the above Case as provided by Equity Rule No 69.

Oct 10-1918. Requests for, for finding of facts & law filed

" 10 1918 Additional Request " " " " filed

" 10 1918. Defts. request for finding of facts & law. filed

" 10 1918. Notice of Referee's Report & Admission of Service filed.

Oct. 10-1918. Referee's report filed & conclusions of law.

1st That the Plffs is a proper party to maintain this bill and the Court has jurisdiction.

2nd That the piling of dirt from the mine drift by the defts. upon Second Street where said Street crosses the property of Plaintiffs in the Village of Ames is an unlawful obstruction of Second Street.

3rd That the defts. should be required to cease & desist from further obstructing Second Street in the Village of Ames by dumping thereon earth or debris made in the course of draining their mine drift.

4th That the defendants should be required to open Second Street in the Village of Ames in the same Condition as it was immediately prior to their mining it for the deposit of earth taken from their mine or drift.

5th That defendants pay the Costs of this Case.

Oct. 10-1918. decree filed

And now September 6th 1918. upon full hearing and argument & due consideration, it is ordered, adjudged & decreed that Albert Johnson & Andrew Dahl, their agents, servants and employees be perpetually restrained and enjoined from dumping upon Second Street in the Village of Ames, Cooper Township, Georgia County, at any point opposite along the property of Michael Boton, any dirt Earth, Debris or other Substance of excavation made in the course of developing or operating their Coal Mines on lands held under Verbal lease from Walter Dudley Hoover.

Continued to Page (100)

No. 3. Sept. 7, 1918. (Continued from Page (99))

It is further ordered, adjudged and decreed that Albert Johnson and Andrew Dahl, within 10 days after service of Notice of this decree, remove from said Second Street aforesaid, any dirt, earth, debris or other substance of Excavation heretofore by them, their servants, agents or employees deposited or placed opposite or along the property of Michael Boon, and that they restore said Second Street to the same condition it was, immediately prior to their use of it as a place of deposit for such dirt, Earth, debris or substance of Excavation. It is further ordered, adjudged and decreed that Albert Johnson & Andrew Dahl be perpetually restrained and enjoined from constructing upon said Second Street opposite or along the property of Michael Boon, any Coal dumps, Coal trestles or pile incidental to such dumps or trestles.

It is further ordered, adjudged and decreed that Albert Johnson and Andrew Dahl, be perpetually restrained and enjoined from driving, constructing or maintaining upon said Second Street, whether opposite or along or along the property of Michael Boon, or on the land to the west thereof any tunnel, drift or opening.

It is further ordered, and adjudged & decreed that Albert Johnson and Andrew Dahl, pay the costs of this case.

A. M. Livingston
Referee.

Continued on Page 101.

No 3 May Term 1918 Continued from Page 88.
Z & W. Brown Jr vs D E Baird.

Now November 29th 1918. Petition for rule and Injunction filed:
Relief prayed for.
Your Orator therefore prays your Honorable Court that he will grant him relief as follows:—
First. That the defendant, his agents, employees and servants be restrained by injunction, preliminary now and perpetual hereafter, from cutting, manufacturing or removing timber, properties or any other manufactured articles from said premises or in any way what so ever interfere with the rights of the Plaintiff.
Second That the defendant, his agents, employees and servants, be required by mandatory injunction to restore as far the same may be done the premises of the plaintiff upon which he has trespassed as nearly as possible to the condition in which the same was before the said trespass was committed.
Third:- That upon hearing had the plaintiff be awarded against the defendant the damages and costs which he has sustained in the said premises.
Fourth:- Such other relief in this behalf as to the Honorable Court may seem just and equitable.

W. A. Hegarty and A. R. Chase
Solicitors for Plaintiff.

Now. November 27th - 1918. Rule granted on Defendant to show cause why injunction should not be granted as prayed for and the other relief granted as prayed for.
Returnable to Second Monday of December, 1918.

By the Court.
Singleton Bell P.J.

Now November 29th 1918 Rule Issued.
Now. Nov. 29/1918. Served personally on the deft. D E Baird by handing him a true & attested Copy of the original & making known to him the contents. So. Ans. A. R. Chase Sheriff.
Now. Nov. 30 1918. Defts answer filed. Nov. 30 1918 Service accepted for Pff.
W. A. Hegarty & A. R. Chase atty's

Now, September 9th, Opinion and Decree of the Court filed
And now, this 9th day of September, A.D. 1919, the prayer for injunction restraining the defendant from proceeding with the manufacture and sale in the ordinary course of business of the timber and lumber, uncut, unmanufactured, or unsold, as the case may be is refused. Exception noted and bill sealed to the plaintiff.
And now, to die, the defendant is enjoined and restrained from appropriating any of the funds or proceeds which may be received by him in any manner whatsoever from the sale or disposition in the ordinary course of business of any of the timber or lumber which is the subject of this action, to the use of himself or any other person, and he is hereby required to keep the same separate and apart so that the said fund may be and remain intact at the time of final disposition by this action. Exception noted and bill sealed to the defendant.

By the Court
Singleton Bell, P.J.

Continued on Page 115

Now, Sept. 23, 1919. Motion to dismiss bill filed.
Now, Sept. 24, 1919. Testimony lodged. John H. Moore, Pro.
Now, Sept. 24, 1919, Notice filed.

December Term. 1918.

P Pentz

George F. Harris.

1.

J M S

C. A. McDonald.

Clerk & atty 2.00.
Bal due. 50.
Mike Divirie Rec'd by Mail 2.25
G W Moore 50
" 60
1.50
50
" " 60
" " 1.50
" " 60
" " 1.50
" " 60
1.50
Pro Ralston 50
60
Pro " 1.50

Filed October 25th 1918.
To the Honorable Singleton Bell: Your orator complaining says: — and needs equitable relief: — First: —

That the said defendant be restrained from operating any further in said mine.

Second: That the defendant be compelled to account for and turn over to your orator the earnings and profits to which he is entitled to.

Third: — And such further equitable relief as your orator may be entitled to. Pentz and Pentz

To C. A. McDonald. Within named Defendant.

You are hereby notified and required within fifteen (15) days after service hereof on you to cause an appearance to be entered for you in the Court of Common Pleas of Clearfield County, Pennsylvania, sitting in equity; and to file your answer within thirty (30) days to the within bill of complaint of the within named George H. Harris 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 Prothonotary's office within fifteen (15) days of filing your answer within thirty (30) 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 DuBois Penna this 18th day of October 1918.

Pentz and Pentz.
Solicitors for Plaintiff.

Served within bill of complaint & within named C. A. McDonald. the Defendant this 25th day of Oct. 1918 by handing him in time and attested copies thereof.
Mike Divirie Constable.

Nov. 20 1918. Answer filed.
Nov 19 1918 Answer rules by Copy A Pentz atty for Pltf.
Nov 12-1919 Pltffs replication filed Pltff joins on matters alleged in the answer Pentz & Pentz

page 103

Janys. 14 1920 On agr list and contd. by consent of both parties
April 12 1920 Not to go on list unless ordered on

February Term 1919

Hegarty

Jauetta Vaellmont

1

Smith L Smith

Rebecca Record
Jaines Record
Her husband, Elva Joseph-
son, and John Josephson
her husband, Jaines
P Smith and Jane
Smith, his wife

Dec 17-1918 Bill in Equity filed.

To the Honorable the Judge of the said Court
Your oräton complains and says: First:
That the above mentioned defendants be
required to answer the matters complained of.
Second: That partition be made of said premises
among the parties interested therein, to be held by
each of them in severalty.
Third: That this petition be referred to a Master
or a Master and a Commissioner to divide and
partition the said land and premises into purparts
and to value the same, and to ascertain the amount
that shall be charged thereon for ouelty, or which
shall be paid or secured to the parties to whom no
purpart can be alloted.
Fourth: That if such partition and allotment
cannot be made without prejudice to the parties
in interest and shall be refused by them, that
the said premises may be sold and the proceeds
thereof divided among the parties entitled thereto
according to their respective interests, and that
the execution and delivery of a deed or deeds of
conveyance to the purchaser or purchasers upon
the purchase money thereof being paid or secured
be directed by your Hon. Court to be made by the
said Master appointed by your Hon. Court
Fifth. That said James P. Smith be required
to render an account of all the coal mined &
sold from said premises.
Sixth: Such further and other relief as to
your Hon. Court shall seem right and necessary
under the circumstances.
And your orator will ever pray
A. V. Hegarty Atty

Pft Moore (CK 573) 7.50
6 cp. 7.50
Sff Gorman A. M. S. 21.08
Pbo Ralston 24.13

Aug. 17 1920 Rec'd of W A Hegarty
Atty. $25.00 being above costs
Geo W Ralston
Pro.

To Rebecca Record and James Record her husband
Elva Josephson and John Josephson her husband.
James P Smith and Jane Smith his wife.
You are hereby notified and required within
15 Days after service hereof on you to cause an
appearance to be entered for you in the Court of Common Pleas of
Clearfield County, Pa. Sitting in Equity and to file your answer
within thirty days the the Bill in complaint of the within named
Jauetta Vaellmont and to observe what the Court shall stay.
You are also notified that if you fail to comply with the above
directions by not entering an appearance in the Prothonotary's
office within 30 days, you will be liable to have the bill taken
pro confesso and a decree made in your absence.
Witness our hands at Clearfield, Pa this 16th day of
Dec AD 1918
W. A. Hegarty Solicitor for Plff

Now Dec 20-1918. We hereby accept service of within bill, and
direct the Prothonotary to enter our appearances of service
Elva L. Johnson
John A. Johnson

Now Jan 2 1919 Served the within "Bill of Complaint" with notice to cause appearance within fifteen days after service, and to file an answer within thirty days, upon James P. Smith and Jane Smith, his wife by handing to them Certified Copies of said Bill of Complaint, with notice to Ans.
A. M. Gorman

Now. Jan 9-1919 Served the within "Bill of Complaint" with notice to cause appearance within fifteen days after service and to file an answer within thirty days upon Rebecca Acord and James Acord, her husband by handing to them certified copies of said Bill of Complaint with notice to Ans A. M. Gorman Shff.

Now Jan 9-1919 By papers filed Smith and Smith enter their appearance for James P Smith and Jennie Smith named in above case as Jane Smith.

Mar 17 March 17 1919 answer filed

" " 1 1919 Service accepted Notice of filing answer & Copy. W A Hegarty atty for Plff

Contd from Page 77 + 1 Dec 1917 Chas. os. Naylon

The Master be directed to execute deeds to the purchasers thereof, and that the said sales shall divest any and all liens that may be against said real estate: That out of the purchase money, after the payment of liens against said premises, the Master shall pay to the parties interested all proceeds of said sale. and he will ever pray.

Walter Welch.

Notice to Purchasers and Bidders of property of James Naylon Est Filed Jan 6-1919.

Jan 6-1919 Bond filed and approved By The Court.

And now Dec 30-1918 the within report of sales are approved and confirmed, and it is ordered that the Master makes deeds for the property sold to the respective purchasers, upon the purchasers money being paid according to the terms of the sale: bonded with security to be approved by the Court in the sum of $10,000.- to be given by the Master as directed by law: the sales to divest any liens on said premises: which are directed to be paid out of said purchase money after the costs and expenses of the partition proceedings, and the balance of the said funds to be distributed by the master, deing as an executor, to the parties legally entitled thereto

By The Court.

Jan 20-1919 Petition for Deed by Truste Decree of the Court

And now Jan 18-1919 the within petition read and considered whereupon the above named Catherine McCann, Executrix of the Will of Hugh McCann, deceased, is hereby authorized and directed to make, execute and deliver to the said Walter Welch, Master, a good and sufficient deed or deeds for all the right title and interest that may have vested in Hugh McCann Executor and Truste and in his executrix, Catherine McCann, in all those two certain lots or parcels of ground situate in the Boro of Osceola, County of Clearfield and State of Penna, bounded & described as follows:

(a) All that certain lot of ground fronting on Curtin Street in said Borough fifty feet: on the West by lot of Benjamin Swingart, one hundred and fifty feet: on the North by other lands and said line: and on the East by same one hundred and fifty feet, and being part of a larger piece of land which Thomas F. Boalich and Eliza Boalich, his wife, sold to Michael Sanford.

(b) All that certain lot of ground beginning at a post on Curtin Street: thence back along the line of Neil Dougherty's lot to a post, thence by line at right angles to last line fifty feet to a post on line of said lot and being ten feet, more or less, from an alley: thence one hundred and eighty feet more or less, across said alley: to a post on Hale Street: thence along Hale Street one hundred eighty feet to a post: thence by line in a diagonal direction three hundred and fifty feet to a post and place of beginning.

Excepting & reserving all stone, coal and other minerals as reserved by the Osceola Coal Co. By The Court

Singleton Bell P.J.

Mar 5-1919 First and Final account of A R & Chase, Guardian of James Naylon filed and confirmed Nisi

May 5-1919 No exceptions being filed same is confirmed absolutely John L. Moore Clk

Next Page

#1 Dec 1917 Chas. A. Naylon.

Cont'd from Page 106

In Re Estate of James Naylon —

First and Final account of A. R. Chase Guardian of James Naylon a lunatic.

In this Estate the assetts consisting of real estate was sold under order of the Common Pleas Courts sitting in equity by Walter Welsh Esq as Auditor Subsequent to said sale the Court appointed said Walter Welch Esq. Auditor to make distribution of the funds of the estate of said James Naylon in connection with the distribution of other funds of various other heirs of Patrick Joseph Naylon. That under said distribution there was awarded to the Guardian in this case the sum of $1792.28

At that Audit there was a claim presented by the commonwealth of Penna against the said James Naylon for maintenance of the said James Naylon in the State Lunatic Hospital at Harrisburg from February 24. 1891 to Feb. 5 1913 amounting to $2381.99 and claim for Maintenance of the said James Naylon at the State Hospital for Criminal Insane of Farview from Febuary 5-1913 to Nov. 30-1918. amounting to $1613.60. Making a total amount of claim of the Commonwealth of Penna against the said James Naylon stated of $3995.59.

That the County of Clearfield presented claim before the said Auditor for Maintenance and support of said James Naylon for an amount far in excess of the sum awarded to the guardian. It was conceded by the County that the Statute of Limitations run against part of this claim and that allowance should only be allowed for the amount of the claim that was within the Statute of limitations plus the amount that prior to the six years that was reduced to judgment. The amount of the claim that is within the Statute of limitations and not reduced to Judgt. was support for the months of January and Febuary 1913 of $70.83 The judgment against the said James Naylon held by the County said Judgment being in the Court of Common Pleas to #214 May T 1917. of $1164.41 making a total due the County unaffected by Status of limitations of $1175.24

That under and by arrangement and agreement between Commonwealth and Clearfield County the balance in the hands of the guardian after payment of expenses of guardianship is pro-rated between between the Commonwealth and County and Distribution is made as follows.

To amt in hands of guardian $1792.28

Credits

To A. R. Chase guardian of James Naylon $25.00 for Typ	175.00	
Record costs in Judgt 214 May 1917	4.75	
John B. Moore Pro. Filing Discharge	1.50	
John B. Moore Adv. & Passing on Acct	6.00	
Total expense Guardian	187.25	187.25
Bal. in hands for distribution among creditors		1605.03

Distribution

To Commonwealth of Penna. 31 1/25 of claim	1240.24	
Clearfield County 31 1/25 " "	364.79	
	1605.03	

Affidavit attached

A. R. Chase
Guardian

Mar 5-1919 First & Final account of A. R. Chase Guardian of Edward Naylon filed & confirmed Ni Si

May 5-1919 No exceptions being filed confirmed absolutely

John B. Moore Esq

In Re Estate of Edward Naylon

First & Final account of A. R. Chase Guardian of Edward Naylon a lunatic.

Cont'd To Page 116

February Term 1919.

A.M.L. Kiran Reese
Punxsutawney Pa.
v
Chestnut Ridge
Mining Co.
Frank Marino.
Antonio Crivella
& Carmelo Morascalco

Now January 8, 1919, Bill in Equity filed
To The Hon. Judge Alter Reese J. Jam Orton
Kiran Reese complains &c & prays
The Court to decree:
A. That he is entitled to Equitable relief in
The premises.
B. That a Receiver be appointed for Chestnut
Ridge Mining Co. with full power and
authority to demand, sue for, collect, recpt
take & hold in his name the goods
Chattels, rights and Credits, Effects, money
lands tenements, books, papers and
property & every kind & description, belonging
to said Chestnut Ridge Mining Co. to assign
& convey as real & [illegible] and dispose of
The proceeds thereof under the direction of
The Court and to collect all unpaid
subscriptions for the Capital Stock of said
Company & any Thereof.
(C) That the Chestnut Ridge Mining Co. its
Officers & agents shall Cause to be delivered
forthwith to said Receiver all the assets and
property real, personal & mixed of Every
Kind & Kind belonging to said corp
or which has been diverted from said corp and
That said Corporation, its officers & agents
withdraw from possession thereof & deliver to
said Receiver.
(D) That Frank Marino & Antonio Crivella be
decreed Trustees for Chestnut Ridge Mining Co
in respect to the four cases of land in Bell
Twp. Clearfield Co. Pa. heretofore described
and with respect to all the improvements
& Equipment & appurtenances thereupon
Constructed including tipple, Trestles, house
dwelling & Chutes, railroad siding, tracks
in place, lumber, mine drip and other
appurtenances whether herein specifically
Enumerated or not.
(E) That an Injunction, special until hearing
and perpetual thereafter issue restraining
Chestnut Ridge Mining Co, its officers, directors
agents and the Creditors of said corporation
their agents & attorneys, from interfering with
the property of said Company & from making
any disposition thereof other than to
preserve the same & deliver it to the
Receiver, and enjoining all persons, firms
& corporations who may be Creditors of
Chestnut Ridge Mining Co from all manner
of proceedings at law against it. Except by
leave of Court.
(F) That an Injunction issue special
until hearing, and perpetual thereafter restraining

A.M.L. Pr. Moore 2.50
Bond .50
Decree & notice 1.00
3 cert. copies 1.50
-.50
-.50
Shff Mayes Paid by Gorman 7.14
" Gorman 15.00
Pr. Moore .50
" .50
.50
2.50

Now. Mch 19-1920
Rec'd my costs 8.25 in
above case.
John H Moore
atty for

Cond Next Page

No 1. (continued)

Carmelo Morascales from proceeding further with his Execution on Judgment No 187 Dec T, 1918, Court of Common Pleas of Clearfield Co, being Fi. Fa. No 3. Feby T, 1919 and directing that the said Execution be stayed with like notice to A M Gorman, Shff of Clearfield Co. (5) Such other & further relief as may be proper in the premises and as the Court may determine to be just & Equitable

Jany 8-1919 appearance filed A M Liveright, Atty for Plff.

Jany 8-1919 to Chestnut Ridge Nursery Co. You are hereby notified & required within 15 days, after service hereof on you to cause an appearance to be entered for you in the Court of Com. Pleas of Clfd Co. Pa. & to file your answer within 20 days to the writ of Sci. Fa. issued at the instance of Plff in the above case, and to abide by & perform what the said Court shall direct. You are also notified that if you fail to comply with the above by not entering an appearance in the Prothy office within 15 days or by not filing your answer within 20 days, Judgment will be taken & Writ of Inquiry executed. A M Liveright, Atty for Plff.

July 8-1919, Order of Court filing

Nov 8 Jany 8-1919 the accompanying Bill in Equity & Injunction filed and read & considered and thereupon the Execution issued to No 3 Feby T 1919 on Judgment of Antonio Cravella No 187 Dec T, 1918 is stayed with like effect as to Carmelo Morascales and said stay shall be effective for 10 days to enable the parties to adjust their differences & possibly and if by that time such adjustment is not effected the Injunction shall issue as prayed for in the Bill in Equity bond for which purpose having been given & approved, unless other reasonable reasons shall then appear to the contrary. By the Court.

Jany 8-1919 Bond filed in the sum of $3000,00 Amer Surety Co. of New York.

Jan 30-1919 Atty A M Liveright files paper asking for an injunction to issue.

Nov 18 Jan 1919 on motion of counsel for Plaintiff the injunction prayed for in the Bill in Equity against Carmelo Morascales use Plff is awarded and directed to issue By the Court. Not issued as per order of date 2.

Feb 13-1919 the above motion for Service upon Non-residents made by Hiram Reese

Now 13 Feb 1919 the above motion for service upon Antonio Cravella and Carmelo Morascales in affidavit form, read and considered: and thereupon it is ordered and decreed that service of the Bill in Equity and other process in the foregoing suit be made upon said named defendants in Jefferson County or elsewhere that they may be found in the State of Pennsylvania as provided by law: and said defendants are required within fifteen days after service of said Bill in Equity to cause an appearance to be entered for them in the Court of Common Pleas of Clearfield County, and to file their answer within thirty days of service thereof, to said Bill of Complaint: and notice shall be given them that if they fail to comply with said direction by not entering an appearance in the period authorized within fifteen days & filing their answer within thirty days they shall be liable to have the bill taken pro confesso and a decree made in their absence. By the Court.

Copy to Shff Feb 13-1919

Mar 3-1919 by Praecipe filed W B Adams and Jas P. O'Laughlin enters their appearance for defts.

Now Feb 26-1919 I hereby deputize the Sheriff of Jefferson County to serve the within Bill in Equity A M Gorman Shff Clfd Co

Cont'd to Page 114

February Term 1919

a m l.	Charles H Rowland	Jan 16-1919 Bill in Equity filed by A M Liveright Atty. The complainant therefore suing as well
		on his own behalf as on behalf of other Creditors
	3	and stock holders of the defendant as may be
		entitled to sue being without adequate remedy at
		law prays for equitable relief as follows.
	Pittsburg and	(a) That a Receiver may be appointed, with
	Susquehanna RR	full power and authority to demand sue for collect
	Company	procure and take in his possession goods, chattels
		rights, credits moneys and effects, lands,
		tenements books papers and property of every
Atty (Ck #207) 6/18/20	20 00	description belonging to the defendant the
Pro Moore	2 50	Pittsburg & Susquehanna Railroad company
	50	and that said Receiver may be granted by the
	50	Court full power and authority to run and
	50	
	50	
	50	operate the Railroad of the defendant, and to
	2 00	
	50	preserve and to protect its Corporate franchises,
	50	
Copy of decree Pro Moore	2 00	and property, and to preserve said railroad, from
"	50	being sacrificed under any proceedings which
"	50	
"	50	can or may be taken, likely to prejudice or
"	50	
"	50	
"	50	sacrafice the same.
	* 14 50	(b) That an injunction may issue against
July 22 1919. Received		the defendant and all persons claiming to act
of Hon Geo W Zeigler Receiver		under it, and all other persons, to restrain them
My Costs & Moore Taxed		from interfering with the said Receiver taking
John H Moore Pro.		possession of and managing said property
		and to restrain them from seizing or otherwise
Pro Moon, Petrosky (Pa Ck 250)	1 00	interfering with the property of the defendant
Pro Moon Bell & Orbin (Pa Ck 250)	1 00	(c) That the Complainant may have such
		further relief in the premises as may be
Pro Ralston	1,00	meet and as may be agreeable to equity.
		A M Liveright Atty for Cmpl
June 17-1920 Received of Pgh & Susquehanna		To the Pittsburg & Susquehanna Railroad Co. The
Railroad Co per Hon H Zeigler Receiver		above named defendant: You are hereby notified
Costs Atty $20.00 Ex Pro Moore $2.00		and required within fifteen days after service hereof
Pro Ralston $1.00 total $23.00/100		on you, to cause an appearance to be entered
Geo W Ralston Atty		for you in the Court of Common Pleas of Clearfield
1/25/24 Pro Ralston	1.00	County and to file your answer within Thirty
2/12/24 Pro Ralston costs	50	days to the within Bill of Complaint of the
2/14/24 " "	1 50	within named Chas H Rowland and to observe
		what the Court shall direct. You are also notified
Nov 21. 1924 Recd of A M		that if you fail to comply with the above direction
Liveright atty. 3 00 costs		by not entering an appearance in the Prothonotary
as taxed for certificate		office within fifteen days or by not filing your
issued Geo W Ralston Pro		answer within thirty days you will be liable
		to have the Bill taken Pro confesso and a decree
		made against you in your absence
		Witness my hand at Clearfield Pa. on the
		6th day of Jan AD 1919 A M Liveright
		Atty for Complainant
		Jan 16-1919. Petition filed
		Now Jan 15-1919, upon consideration of this
		petition leave is granted to the petitioners, the
		Moshannon Coal Mining Co to intervene
		and become a party plaintiff in this case
		By the Court.

Cont'd from Page 110-

Jan 16-1919 Discussion Filed.
Upon the proof presented we see no better solution than to appoint Mr. Ziegler received for the present and fix a time for a more full and complete hearing where the matter may be gone into and the facts more definitely examined. It seems to the Court that the operation of this road involves the personal daily presence of somebody who can devote his attention to it and, on the other hand, it is a mere waste of money to employ some active, experienced and valuable man unless steps are taken which will have some business for him to look after. We think that the next few weeks should determine the condition here and we will make this appointment and fix time for further hearing, at which time the appointment will be continued, vacated or other further appointments made, and it will be ordered that such hearing be had on the first Monday of March A.D. 1919 By The Court.
Jan 16-1919 Affidavits filed
Jan 16-1919 Defendants Answer filed
Jan. 16-1919 Requests for findings with Form of Decree.
Now Jany 15-1919, the foregoing requests are affirmed and are adoped by the Court as the special findings of fact on this issue. By The Court.
Decree:
And now, to wit, January 15-1919, this cause came on to be heard upon bill and affidavits, and testimony taken in open court, upon motion for the appointment of a Receiver; and thereupon, after due deliberation it is ordered, adjudged and decreed that George N. Ziegler of Philipsburg be appointed receiver of the Pittsburg & Susquehanna Railroad Company, defendant and of all the railroads owned, leased or operated by it, and of all the real and personal property of the said Pittsburg & Susquehanna Railroad Company, of whatever kind and wherever situated, including all locomotives, cars, rolling stock, tools, machinery, fixtures, books of account, money, debts, choses in action, bonds, securities, deeds, leases, muniments of title, bills receivable, rents, profits, and income accruing and to accrue, as well as all rights, easements privileges and franchises of said corporation deft that the said receiver be, and he hereby is authorized to run and operate the said railroad and to exercise the authority and franchises of the said company, and to preserve the said property in proper conditions and repair, and to protect the title and possession of the same, and to employ such persons and to make such payments and disbursements as may be necessary and proper in so doing; That the said receiver, be and he hereby is authorized to collecting the income and profits of said railroad and to make proper payments therefrom on account of necessary running expenses also the sums that shall become due for labor, material supplies, charges and expenses, done, bought, or incurred by said receiver, about the operation and for the use of said railroad, and that he pay such sums as may become due to other railroads by the defendant Corporation by reason of said receiver's operation of its railroad.
It is also ordered, adjudged and decreed that said receiver be authorized to make payment from and out of the income and profits of the said company of all sums now due and maturing as wages to the employees of the Pittsburg & Susquehanna Railroad Co. for the period between Jan 1. and January 15-1919. and in order to raise money to meet such pay-roll the reciver is authorized to issue Receiver's certificate to an amount not exceeding four thousand dollars in form to be approved by the Court which certificate shall be a lien upon the rights, franchise property and income of the Pittsburg & Susquehanna Railroad, prior to any and all other liens or encumberances of whatsoever kind or character, and shall first be payable out of the proceeds of such right, franchise and property & income

(Cont'd to next page)

Cont'd from Page 111- # 3 Feb. 1919

It is further ordered that the bond of said Receiver in the sum of Twenty Thousand dollars, to be approved by the Court, conditioned That he shall well and truly perform the duties of his office, and duly account for all moneys or property that may come into his hands, and abide by and perform all things which he shall be directed to do, be forthwith filed in the office of the Prothonotary: and the said Receiver is directed to keep account of all sums received and paid out by him, on account of said Corporation, and the said receiver is hereby authorized to employ such agents, and assistants and counsel as may be necessary for the effectual discharge of his duties under this order.

It is further ordered that an injunction be issued against the defendant and all other persons claiming to act by through or under it, and all other persons, to restrain them from interfering with the said Receiver, or with his taking possession of and managing the said property, and to restrain them in any way found interfering with said property in any way whatsoever with leave to any party interested to apply for further direction.

It is further directed that said Receiver, on or before March 1st 1919, unless said time be further extended by the Court, shall make a report to the Court as to the character and extent of the property, the interests in and known claims against it, its income producing capacity, and the best method of realizing its value for the benefit of those interested.

The power hereby given to the Receiver to carry on the business of the Pittsburg & Susquehanna Railroad Company and shall endure until the First Monday of March, 1919, with leave for parties interested to move for a continuance of such power after reasonable effort to give notice to known parties interested as the Court shall direct. and the first Monday of March, 1919, at 11 o'clock A M. is fixed as the time for further hearing to determine whether any modification of this order or appointment shall be made

By the Court Singleton Bell P.J.

Jan. 17-1919 Recivers Bond filed and approved By the Court
Charles Corbett P.J.
54 Dist Spec Presiding

Jan 17-1919 Form of Recivers Cert. filed and approved as to Form
Feb By the Court Chas. Corbett P.J. Spec. Pres.

Feb 17-1919 Petition for Leave to issue Recivers Certificate filed
17 Feb 1919. the foregoing petition of George W. Zigler, Receiver, read and considered. and the said Receiver is hereby authorized to issue Recivers certificates in the form heretofore approved to the amount of Two thousand dollars, for the purpose indicated in the petition which certificates shall be a lien upon the rights, franchises property and income of the Pittsburg & Susquehanna R R Co and first payable out of the proceeds of such rights franchises property & income, without prejudice to the rights of Recivers certificates already issued by said Recivers in pursuance of an Order of the Court authorizing him so to do. The amount of said certificates hereto issued being Four Thousand dollars.

By the Court

Cert issued as directed George W Zigler

(Continued Page 142)

see Page 142 for March 4

Now Mar. 5-1919 Motion to make Receivership permanent filed by AM Sweight.
Mar 5-1919 Receivers report filed.
Mar 5-1919 Appointment of Receiver filed
Now, This 4th day of March A.D. 1919 George W Ziegler is appointed Receiver of the Def Company with a continuation of the powers vested in the him by the order of the Court Bond to be filed by the said Receiver in the sum of Twenty Thousand dollars By The Court.
Mar 31-1919 Petition for Authority to sign Short line contract
Mar 31-1919 the foregoing petition read and considered and thereupon George W Ziegler Receiver of Pittsburg & Susquehanna RR Co is authorized and empowered to enter into short line form of contract for roads having competitive traffic dated Mar 18-1919 to be made with the Director General of Railroads. copy of which contract is attached to this petition: and any signature of said Receiver already affixed to said contract is ratified and confirmed with the same force and effect as if authority in the premises had preceded such signature
By the Court
Now March 24th 1919 Motion in part of the Receiver for appointment of appraisers as provided by Equity Rule No 95.
Now March 24th 1919 Dean H. Bloom and J. R Van Dawiken are appointed appraisers to proceed as directed by law By the Court Singleton Bell P.J.
Now June 1st 1919 appraisement filed
Now, August 18 1919 Petition for authority to pay Transportation Taxes.
Now 18 August 1919 The Petition of Geo W Ziegler Receiver read & considered & Thereupon he is authorized and directed to disburse $73.68 of the funds in his hands to meet transportation Taxes, in said petition prayed to.
By The Court
Now October 1, 1919, Clearfield Trust Company Petition for leave to bring suit and Order thereon filed.
Now, September 2nd 1919, the petition of Clearfield Trust Company, Trustee, for leave to bring a suit or suits, in equity or at law, for the purpose of enforcing its rights and the rights of bondholders under mortgage of Pittsburgh & Susquehanna Railroad Company to it bearing date the first day of September, 1913, recorded in mortgage Book No. 45 page 402, et seq., read and considered, together with the acceptance of service and admission of George W. Ziegler, Receiver of said Pittsburgh & Susquehanna Railroad Company; and thereupon petitioner, Clearfield Trust Company, is authorized and empowered to institute and carry on such action or actions, suit or suits, at law or in equity, as it may deem advisable for its protection and for the protection of the bondholders secured by the mortgage described.
By the Court,
Singleton Bell, P. J.
Nov. 19th 1919 Petition and Order of Court filed.
Nov. 17th-1919 the foregoing petition read and considered and George W Ziegler Receiver is thereupon authorized to purchase for twenty-six hundred dollars delivery charges, out of current funds of the Pittsburg & Susquehanna R R Co in his hands, a Gasoline Motor car as in his petition described, & to take credit with the disbursement therefor in his account: By the Court Singleton Bell P.J.

7 Feb 1919 Continued from Page 109

Reese vs Chestnut Ridge Mining Co

County of Jefferson Ss.	and on the 28th day of Feb. A D 1919 I served the within Bill in Equity and Notice to appear and answer endorsed thereon on Chestnut Ridge Mining Co. a corporation defendant by personally handing a true & attested copy of the bill and notice to Antonio Brunello President of said corporation in the Boro of Punxsutawney, County of Jefferson & State of Penna. and informing him of the contents thereof: at the same time & place I served a true and attested printed copy of said Bill in Equity on Antonio Crivello defendant by personally handing to him a true & attested copy of same & informing him of the contents thereof.
	So Ans. Monon G. Mayes Shff Jefferson
Now. February 27-1919.	Served the within "Bill in Equity" and notice to appear and answer endorsed thereon on Chestnut Ridge Mining Company, a corporation defendant by handing personally to Frank Manino President of said corporation a true & attested copy of said bill and notice in the Twp of Bell County of Clearfield & State of Penna. and making known to him the contents thereof. and at the same time & place I served a true & attested printed copy of same and making known to him contents thereof So Ans
	A M Gorman Shff
Now March 11-1919.	By paper filed "Subpoena & Answer" Ex N Mitchell & Mitchell & Harrison Enter their appearance for Defts.
Now March 27-1919.	Demurrer to Bill of Complaint filed
Ann Lucas Atty for Plff.	
Mar 27-1919	Receivers Bond filed & approved By the Court

Courts - from Page 101 No 3 May 7 1918 Brown vs Baird.

July 23 1920 Opinion and decree filed
And Now This 23rd day of July 1920 the motion to dismiss is sustained and Bill Dismissed at the cost of the Plaintiff. Exceptions noted and bill sealed for the Plaintiff. By the Court
Singleton Bell P.J.

Dec 1-1920. Certiorari from the Superior Court filed with rule on the Appelee to appear and plead, Returnable 4th Monday October 1921
Dec 1st 1920 Service of Rule accepted for the Appelee by Jno M Grey & Miller and Hartswick Attys
Oct 19 1921 Discontinuance from Superior Court filed

Contd from Page 107 Chase vs Naylon
#1 Dec 1917

In this estate the assets consisting of real estate was sold under ordr of the Common Pleas Courts sitting in equity by Walter Welch. Esq as auditor. Subsequent to said sale the Court appointed said Walter Welch. Esq Auditor to make distribution of the funds of the estate of said Edward Naylon in connection with the distribution of other funds of various other heirs of Patrick Joseph Naylon. That under said distribution there was awarded to the guardian in this case the sum of $179228. At that audit there was a claim presented by the Commonwealth of Pennsylvania against said Edward Naylon for maintenance of said Edward Naylon in the Hospital for Insane at Warren from April 8. 1898 to Nov 30 - 1918 amounting to 2707.31

That the County of Clearfield presented claim before said Auditor for maintenance and support of said James Naylon for an amount far in excess of the sum awarded the guardian. It was conceeded by the County that the Statute of limitations run against part of this claim and that allowance should only be allowed for the amount of claim that ~~atto~~ was within the Statute of Limitations, plus the amount that prior to the six years that was reduced to judgt. The amount of claim that is within the Statute of Limitations and not reduced to judgment was support from Feb 1 - 1913 to Jan 1919 amounting to $611.72. The judgment against said Edward Naylon held by the County, said judgment being in the Court of Common Pleas of Clearfield County to #215 May T. 1917 of $741.32, making a total due the County, unaffected by the Statute of Limitations of 1353 04.

That under the arrangements and agreement between the Commonwealth and Clearfield County the balance in the hands of the guardian after payment of expenses of guardianship is pro-rated between the Commonwealth and County and distribution is made as follows:

To amount in hands of guardian credits.		
To A R Chase guardian of Edward Naylon 25.00 a year for seven years	175.00	
To record costs in judgt #215 May 1917	4.75	
John S Moore Pro costs filing discharge	1.50	
" " Adv. & Passing this acct	6.00	
	187.25	187.25
Balance in hands for distribution among creditors		1605.03
Less Tax on R E for years 1917 & 1918		53.56
		1551.47
Distribution		
To Commonwealth of Penna .412505 of claim or		$ 993.03
" " .412505 " "		558.44
Distribution		$ 1551.47

A R Chase

Affidavits filed

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#7 May T 1917 Cont'd from Page 63

Jan 20-1919 Report of Master Filed by Smith & Smith attys.
Now Jan 18-1919 the within report presented, read and considered, and thereupon James F Dugan is hereby appointed guardian ad litem and trustee for the interest of Ned Gallagher and Bernard Gallagher with power to act for their interests in said partition proceeding to waive the issue of rule to accept or refuse and to accept service of said rule on behalf of said two parties and with power to receive and receipt for the funds derived from the said sale due to the two cestui que trustent By The Court.

Now Jan 20-1919 the within report presented and confirmed nisi unless exceptions are filed on or before the 25th day of January 1919, the same is to be confirmed absolutely by the Clerk.
By The Court

Now Jan 25-1919 confirmed absolutely John H Moore P.P.

Now Jan 25-1919 it appearing from the report of the Master and from the papers filed herein that none of the parties desire to accept the premises described in this partition proceedings at the valuation and appraisements reported by the master or offer in writing a higher price therefor above the valuation reported, and have expressed their desire that the said premises shall be sold at public sale, and it is further appearing that the issue and service of the rule to accept and refuse has been waived by all parties interested, it is therefore ordered and decreed that the Master, Allison O Smith, make sale of the land at public auction, giving due public notice thereof according to law Terms 25% cash on day of sale and balance on confirmation of sale and delivery of deed.
The master to give bond in the sum of Twenty Thousand (20,000) Dollars and to make report of the sale on the First Monday of May next. By The Court

May 5-19 Masters Return of sale & Confirmation of Sale Filed
May 5-1919 Confirmed Ni Si aand to be confirmed absolutely unless exceptions are filed within four days By The Court
May 10-1919 Bond Filed & approved by The Court May 10-19 Confirmed Absolutely John H Moore P.P.
Now May 9-1919 the Court having read & considered the return to the order of sale in above stated proceeding, on motion of J P O'Laughlin Esq atty for Piff, it is ordered & decreed that the sales set forth in said return be, and the same are, hereby ratified and confirmed, and it is further ordered that the Master, upon receipt of the purchase money execute & deliver to the respective purchasers, as set forth in said return, deeds of conveyance in fee simple, and thereupon the said premises be and remain forth and staple to the said respective purchasers.

And it is further hereby ordered and decreed that said Master shall make distribution of the proceeds of sale among the several parties entitled thereto and shall duly report the same to the Court for approval and confirmation. By The Court.

May 29-1919 Masters report filed
The Master appointed by your Hon Court to report and to make partition of the Real Estate among the parties in interest hereto respectfully reports
That having performed so much of the duties as respects the sale of said Real Estate, as will appear by the interlocutory report and return to order of sale heretofore filed and having in pursuance of the decree confirming said sale made, executed and delivered the following deeds:

Next Page

Purpart #1	Lot #124 in Osceola Boro fronting on Lingle Street. John J. Dugan purchaser	$1200.00
Purparts #1-2B-2b	- 3 houses & lots on Przigulny Street - William Bezum. purchaser	1200 "
Purpart #3	Half of Lot 106 on Primer St. Nicholas Martin Pur.	775. "
Purpart #4	Lot corner Stone & Przygulny St. Herbert Morgan and Minnie V. Morgan his wife	975.00
Purpart #5 and Purpart 9 a., 9B, 9C, 9D, 9E, & Walter Welch		411500
Purpart #6	120 acres 86 Per. Boggs Twp. Clearfield Co. A Hoover	1700 00
Purpart #7	Six acres Decatur Twp. Carrol N. Smith	350.00
Purpart #8A	30 Feet on Lingle St. Nicholas Martin	2025.00
Purpart #8B	20 " " " " Carroll N. Smith	1175.00
Purpart #10	Two acres Decatur Twp. J Henry Crain	137 00
	Total	13652.00

And having received the purchase money therefor your Master in accordance with the decree of your Hon Court, proceeded to make distribution of the proceeds of said sale among the parties entitled thereto.

For this purpose after due notice to the counsel for the parties in interest, a meeting was held at the office of the Master in Clearfield on Friday May 23, 1919 at four o'clock P.M. which meeting was attended by some of the counsel Your Master therefor submits the following account:

The Master charges himself with the total purchase money received, as hereinbefore set out $ 13652.00

Cr.

The Master claims credit for following items of expense:

By amount paid Clearfield Republican adv. bill	7700
" " " Osceola Courier adv.	60.00
" " " J W Gest Auctioneer	25.00
" " " Robt. H Thompson asst at Apprsmt & division of Est.	15.00
" " " H. J Wallace acknowledging deeds	2.50
" " " P.O. Revenue Stamps	16.50
" " " Bx Moore costs in Equity Proceeding	21.00
" " " Fulford & Fulford Surety Bond	30.00
	247.00
Balance	13405.00

From this is awarded and will be deducted by the Master for counsel fees and Master fees as follows

To Jas. P. O'Laughlin counsel for Piff fees & expenses	545.00	
Masters fee, on Equal partition report and expense	102.72	
" " in Sale 3% on $13,652.00	409.56	
Total Master Fees	512.28	1057.28

Net balance for distribution to parties entitled as owners of land 12347.72

As shown in Report heretofore made there are 22 nephews and neices of decedent or decedents of such nephews & neices, in whom the said real estate was vested on the death of Patrick Gallagher, so that each of said nephews and neices or the decedents of such nephews and neices are entitled to 1/22 part of said sum of $12347.72 or 561.26. Bridget Kennedy is entitled to 2/22 thereof 1/22 being her interest as a daughter of Catherine Gallagher Kennedy and another 1/22 as devisee of Ted Kennedy a son of Catherine

Cont'd to Page 122

May Term 1919

Peutz & Peutz	Mike Magelinski	Bill in Equity Filed Feb 3-1919 by Peutz & Peutz atty
	1	Your orator asks your Hon. Court for relief as follows:
		First: That said Defendants be restrained from further keeping bees on their property: that
✓	Frances Kneeder	they be compelled to remove the said bees
✓	Joseph Kneeder	from the neighborhood and vicinity of your orator's property
		Second: that your orator be awarded such damages as he has sustained by reason of said
Pro Moore by atty	2.50	bees, property of the defendants, trespassing
M. Dixon Paid.	3.05	on your orator's premises as herein set forth.
Pro Moore	.50 .50	Third. That such further and other equitable
Pro Moore	1.75	relief, to which your orator may be entitled.
"	.60	Peutz & Peutz atty
"	1.50	
"	.50	Bill of Complaint Frances Kneeder and
Pro Ralston	.60 .50	Joseph Kneeder, within named defendants:
Sheriffs Bill	4.18	You are hereby notified and required within
Pro Ralston	.10	fifteen days after service hereof on you to cause
" "	.50	an appearance to be entered for you in court
" "	.50	of Common Pleas of Clearfield County Penna.
" "	.50	Sitting in equity, and to file your answer
		within 30 days to the within Bill of Complaint
		of the within named Mike Magelinski
		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 Prothonotary
		office within 15 days or filing 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.
		Witness our hands & Seals at DuBois Pa this
		25th day of January AD. 1919 M C Peutz
		John J Peutz
		Solicitors for Plff

Now 2/3/19 Service accepted L D McCall Atty Defts

Jan 27-1919 Served within bill and notice on the within named Frances Kneeder and Joseph Kneeder personally by handing each true copies thereof. So Advs Mike Dixon Const

Feb 3-1919 L. D. McCall by paper filed L D McCall enters his appearance for Defts.

Feb 21-1919 by paper filed Jacob Corbisher enters his appearance for Joseph Kneeder

Now May 19-1919 By praecipe filed on motion J Peutz Peutz atty for Plff Judgment pro confesso is entered against the defendants for want of answer By the Court,

May 19-1919 Judgment Pro Confesso. John H Moore, Pro.

Oct 13-1914 on motion Now Nov. 3-1919 By praecipe filed. The hearing in this case is fixed for Nov 22-1919 at 9 a.m. By the Court.

Now Nov 3-1919 Service accepted by L D McCall Esq atty for defts

Con Nepr Page

April 20 1920 Findings & Facts filed and affirmed
April 20.1920 Decree filed

Now April 20, 1920, it is ordered that a Decree Nisi be entered by the Prothonotary in accordance with the findings of Fact and Conclusions of Law filed and that notice of be given to the parties or their Counsel By the Court.

Decree Nisi entered
Geo M Roberts Pothy.

April 21/1920 Notice mailed to Peretz & Peretz and L D McCall.

aug 9, 1921 Decree of Court filed as follows

This 9th day of August, 1921, this case having come on to be heard and it appearing to the Court that the plaintiff was entitled to relief as prayed for, it is ordered, adjudged & decreed, that the said Defendants, Frances Kweeder and Joseph Kweeder, are hereby perpetually restrained from keeping Bees on their property adjoining that of the plaintiff, and the said Bees, if any remaining at the time of this decree, be removed by the said Defendants from their premises & the vicinity of the property of the Plaintiff, so that the Plaintiff will not be disturbed.

The plaintiff is awarded all proper costs in this case

By the court Singleton Bell P.J.

#7 May 1917 Gallagher
Contd from Page 118

Gallagher Kennedy who died since this proceeding was instituted and he devised his interest therein by his last will and testament to said Bridget Kennedy, as more fully appears in Item 3 of Master Report heretofore made. The shares to which Ned Gallagher, son of Bridie Gallagher and brother of John Gallagher, and of Bernard Gallagher, a son of Mary Gallagher Gallagher will be awarded to James F Dugan of Osceola as Trustee pending further investigation as to their whereabouts, as more fully set out in paragraph 4 of Masters Report heretofore made.

Award and distribution is therefore made as per the following schedule:

Catharine Gallagher Kennedy Branch

Catherine Kennedy	Gallagher	$561.26
Maggie Kennedy		561.26
Ellen McDyer		561.26
Fannie McCloone		561.26
Bridget Kennedy	(for herself	561.26
Bridget Kennedy	(as dursee of Ned K)	561.26

Bryan Gallagher Branch

John Gallagher		56126
Ned Gallagher	payable to J F Dugan Trustee	561.26

Mary Gallagher Gallagher Branch

Patrick Gallagher		56126
Bernard "	payable to J F Dugan Trustee	561.26
Daniel "		561.26
Mary		561.26
Kate		561 26

Edward Gallagher Branch

Mary Sweeny		56126
Anne Boyle		561.26
Patrick Gallagher		56126
Maggie Gallagher	Sweeney	56126
Monty Gallagher		56126
Edward Gallagher		561.26
James Gallagher		561.26
Kate Gallagher		561.26

561.26 is divided among the Children of Mary Brennan and Nieces as follows:

Patrick McGee	187.09
John J Brennan	187.08
James A Brennan	187.08

All of which is respectfully submitted
Allison O Smith Master

Now May 28-1919 foregoing report of Master in partition in above stated cause being presented, read and considered and it appearing that Counsel representing all the parties in interest have waived any and all rules of court, or statute requiring time or delay for final confirmation

#7 May 7 1917

thereof it is hereby ordered and decreed that said report be confirmed absolutely as of this date and the master Allison O Smith directed to distribute the fund in his hands arising from said sale in partition proceedings in accordance with the awards in such report contained. By The Court.

June 2-1919 Discharge of Master & Surety filed.
Now June 2-1919. The within petition presented read and considered and it appearing to the Court that a final account has been filed by said Master and that all of said monies have been paid out in accordance with the receipts hereto attached. the said Master is hereby discharged from any further duties as such in said partition proceedings and the bond of London and Liverpool Trust Co is hereby discharged from all further & future liability on the bond filed in said case. By The Court.

Receipts all filed

Now. December 24"-1919 petition read and considered, where upon a rule is granted on James. F. Dugan, Trustee to show cause why he should not pay out the money to the Petitioner.

Returnable to first Monday of February-1920- as prayed for. By the Court. Singleton Bell. Esq.

Now. Dec 23-1919. Service accepted of this for James Dugan. Issuance waived. Jos. P. O'Laughlin. Atty for Jas. F Dugan.

Now January 12, 1920. On motion of counsel for the trustee and Custodian of the money referred to in this petition Allison O. Smith is appointed to take the testimony that may be offered to establish the identity of Bernard Gallagher as being the nephew of Patrick Gallagher deceased and to report the same with this commission to the Court. Ret. first Monday May. By The Court.

Jan. 13 1920 Answer to petition of Bernard Gallagher filed
Jan. 13 1920 Answer to petition of " " "
Feb 5-1920, Defendant By W. J. Swoope his atty enters Rule for a Commission to be issued to James Dunlevy Notary Public at Donegal, County of Donegal, in Kingdom of Ireland. to take testimony of Witnesses on trial of above cause. W. J. Swoope atty for Defts.
Febry 5-1920. By paper filed Service of this Rule. Commission & Interrogatories is hereby accepted for James F. Dugan Trustee By his atty Jas P. O'Laughlin.
Feb. 26. 1920. Commission issued with interrogatories
Mar. 3 1920 Walter Welsh Atty enters rule for a Commission to be issued to James Dunlevy a Notary Public at Donegal Kingdom Ireland to take testimony of Witnesses on part of above case. Walter Welsh atty for John Gallagher
March 3 1920 Commission issued with interrogatories.
May 28 1920 Depositions taken by James Dunlevy, filed.
Dec 13-1920 Commissioners Report filed, findings as follows;

Amount realized from sale of bonds		$557.77
Coupons paid & interest accrued		31.77
Total Cash on hand		$589.54
Less Commission 2% on $561.26		11.23
Balance for distribution		$578.31
Costs as above stated		
J P O'Laughlin Attorney	20.00	
J H Moore, Prothonotary	2.10	
Geo W Ralston, Prothonotary	14.50	
Allison O. Smith, Commissioner	25.00	
	$61.60	61.60 Bal awarded to Claimant
		$516.71

Nov-22-1920 Allison O Smith, Com. 516.71

Continued on Page 5-3

September Term Sessions 1919

Pentz & Pentz	C. N. Mosher		May 16-1919 Bill in Equity filed by Pentz & Pentz Attys. Your orator therefore prays the Court for relief as follows:
3-31-24 P.S.C.	1.		First: To make an order compelling the said Alice Clark & Sam Clark to forthwith restore said sewer connections and that their agents and
J.A.G.	Sam Clark		employees be forever restrained from in any
M.H.C.	Alice Clark		manner disconnecting said sewer or interfering
	Julia A Beale		therewith until this case can be heard and
	A J Beale		determined
			Second That an injunction be granted restraining
	Pro Moore by atty	2.50	said defendants from in any manner interfering
	" "	50 50 50	with said sewer connections and that their
	" "	1	agents and employees be forever restrained from
	Sheff Gorman	2.50	in any manner disconnecting said sewer or
	" "	9.34	interfering therewith.
	Pro Moore	50	Third. Such other and further equitable relief to
	" "	60 1.50	which your orator is entitled. Pentz & Pentz
	"	50	To Sadie Clark, Alice Clark Julia A Beale and
	"	60 1.50	A J Beale, within named Defts
	"	60 1.50	You are hereby Notified and required within
	Pro Ralston	.50	fifteen days after service hereof on you to cause
	Pro "	60 1.50	an appearance to be entered for you in the Court
	"	1.50	of Common Pleas of Clearfield County, Penna.
5/18/1920.	Receipt in my exit		sitting in Equity, and to file your answer within
J.J.P.	John H Weaver		thirty days to the within Bill of complaint of the
3-31-24	Pro Pathy -	.50	within named C N Mosher and to observe
			what said Court shall direct.
			You are also notified that if you fail to comply
			with the above direction by Not entering an
			appearance in the Prothonotary's office within
			fifteen days or filing your answer thirty days
			you will be liable to have the Bill taken Pro
			Confesso and a decree made against you in
			your absence
			Witness our hand & Seal at DuBois Penna
			this day of May 1919 Pentz & Pentz Solicitors
			May 16-1919 Bond filed & approved By The Court
			16 May 1919 Bill for injunction and affidavits
			therewith presented and ordered to be filed, and thereupon
			an injunction is granted as prayed for for preliminary
			restraining the said Julia A Beale, Alice Clark, Sam
			Clark and A J Beale their agents or employees
			from cutting said sewer as threatened by them.
			This injunction to be taken as dissolved unless
			a motion is made before me to continue
			the same Tuesday May 20-1919 at 9 A.M.
			It is further ordered that said Alice
			Clark & Sam Clark restore said sewer to its
			original condition when said matter is
			finally disposed of By The Court
			May 19-1919 Motion to Vacate portion of decree
			filed by Mitchell & Hartswick & J A Gleason Attys
			for Defts

19 May 1919 on motion of Peetz & Peetz Attys for Plff the hearing fixed for this case on May 20-1919 is continued to Friday May 23 at nine o'clock am.
Now May 19-1919. This case is fixed for hearing on Friday May 23-1919 at 9 am.
Injunction Continued pending this hearing except that the operation of so much of mandatory injunction as requires restoration of ditch to its original condition is suspended pending this hearing By the Court
May 19-1919 By paper filed J A Gleason enters his appearance for Sam Clark and Alice Clark Defts
Now May 16-1919 Served the within "Bill of Complaint" with notice to cause appearance to be entered within fifteen days after service and to file an answer within thirty days upon Alice Clark and Julia A Beale defendants by handing each of them personally a true and attested copies of original "Bill of Complaint" with notice. So ans A M Gorman Shff
Now May 19-1919 Miller & Hailsman enter their appearance for Defts.
Now. May 23 1919. By paper filed by Peetz & Peetz Cause continued to June 11-1919. Injunction to be preserved until hearing had. By the Court.
June 5-1919 Pantex Bill filed
Now June 11th 1919 because of the necessary absence of Mr Miller, of Counsel for one of the Defendants, Mr Beale, the hearing is continued to a date to be hear after fixed, the present orders are continued in force until further order of the Court. By the Court. Singleton Bell. D.J.
Jan 14 1920 On Agt. bill and contd. pending further pleadings
April 13 1920 Contd. Ecdis ordered that final answer be filed by Apr. 24 1920.
June 30 1920 Answer of Sam Clark and Alice Clark filed
March 31-1924 By paper filed Bell Boothby & Dorsey the attys enter their appearance for Sam Clark & Alice Clark,
Apr 16. 1924 Answer of Sam Clark & Alice Clark Defts filed

September Term, 1919.

Penty & Penty
Smith & Smith

Adrian Furnace Co,
a Corporation

2

International Union of Mine, Mill and Smelter Workers formerly Western Federation of Miners Local Union No 271 or 272
Louie Sparas
John Benny, Joe Benny
Johnie Benny, Paul Kruger
Pete McKay
Domenic de Gregol
Joe Sparas, Pedro Skarali
Domenic Moran, Tony Luis
Tony Navarre
Gotlieb Modolin
Louie Federici
Fred Cenis, Julia Presanda
Andy Lisco, Frank Vendrea
John Modlick, John Durick
Jim Vivian, Lidan Domitro
rick, Joe Frankoli
Joe Sanda, Mike Arick
Julia Benny, Joe Egershok
August Bridgi, Geo. Black
Steve Skaguiaw
Hugo Lorenzi, Domenic
Bedanto, Sam Skaguiaw
Jim Mayet, Andy Grassovick
Henre Rosgay, Frank de Karlo
Mat Matarick
Bartolo Federick
Felix Lisco, Joe Fiorvante
Salvatore Cheravalli
Joe Rovetti, Fred Federicki
Tom Hicks, Antone Spahart
Pete Arick, Basil Starosti
Sam Parenzi, Julia Fiorvante
Jack Vivian, John Argent
Joe Spahart, Dominic Supin
Andy Bokoras, Antone Spahart
Lorato Navarre, Mat Bubosk
John Durkos, Andy Grasso
vick, Sr., Al Craft
Joe De Care, Andy Blackmer
Veto Federicki
Steve Dobrick
Casper de Probert
August Sette, Wm. McManagle
Pedro Govaguali
Frank Navarre, Wm. Mann
Joe Spahart
Andy Grassovick, Jr.
Julia Pongi.

July 28th 1919 Bill in Equity filed by Penty & Penty Atty. Your orator, complaining, says: and prays for relief as follows:

First, that an injunction may issue restraining said union, to wit: The International Union of Mine, Mill and Smelter Workers, formerly Western Federation of Miners, its officers, agents or employees from interfering with the employees of your orator, or with any other person or persons who may hereafter desire or offer to enter its employ, by the use of threats, intimidation, personal violence, opprobrious epithets or ridicule, or other means calculated or intended to prevent such persons from entering or continuing in the employment of your orator, or calculated or intended to induce any such person or persons to leave the employment of your orator; from calling "scab" or "scabs", or any other opprobrious names, to persons passing along or going to or from the work of the plaintiff, and who are in the employ or about to enter the employ of your orator from picketing and loitering upon the premises of the plaintiff, or congregating about the same or in the neighborhood thereof, for the purpose of intimidating or interfering with the employees of the plaintiff, or with such persons as desire to enter its employ; from giving any directions or orders to committees, associates or otherwise for the performance of any such acts or threats hereby enjoined and from in any manner whatever impeding, obstructing or interfering with the regular and unrestrained operation, conduct and management of the business of your orator, or employees now in the employ of your orator or that may hereafter be employed by it.

Second, that the defendants be enjoined from leaving on the premises of your orator any number of persons for the purpose of persuading or interfering with the employees of your orator, or inducing the said employees to leave the employ of your orator.

Third, that the costs of this proceeding be paid by the said International Union of Mine, Mill and Smelter Workers, formerly Western Federation of Miners, and all of the defendants herein named.

Fourth, such other and further equitable

September Terms, 1919.

relief to which your orator may be entitled. Frank G. St. Clair.
Now July 29th - 1919 Affidavits filed.
Now July 28th - 1919 Bond approved by the Court, Singleton Bell, P.J.
International Union of Mine, Mill and Smelter Workers, formerly Western Federation of Miners, Local Union No. 271 or 272, and Lorine Spara et al.

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, Penna, Sitting in Equity, and to file your answers within thirty days to the within bill of complaint of the within named Adrian Furnace Co, 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 and filing your answer within thirty days, you will be liable to have the bill taken pro confesso and a decree against you in your absence.

Witness our hands, this 28th day of July, 1919.

Reuty & Reuty,
Smith & Smith
Solicitors for Plaintiff.

Now, July 28th - 1919, Bill in Equity, Bond and affidavits having been presented and the matter being one in which the existing status prior to the acts complained of should be maintained until the legal rights of the parties can be ascertained, the several defendants named to wit:- International Union of Mine, Mill & Smelter Workers, formerly Western Federation of Miners, Local Union No. 271 or 272, William Mann acting President and George Black Secretary, and the other defendants named in the Bill in Equity presented are enjoined and restrained from interfering with the employees of the Adrian Furnace Company and such persons as may hereafter be or desire to be employed by said Company by the use of threats, intimidation personal violence, epithets or ridicule or other means calculated and intended to induce such persons to leave the employment of said Company and from calling "scab" or other opprobrious names to persons passing along or going to or from the work of said Company, and from interfering with the work now being done by the persons or firms engaged in making repairs on the plant of said company and from congregating on or about the premises of said company for the purpose of intimidating or interfering with the said company or its employees and from going on the premises of the said Company called Adrian Furnace situate in Sandy Township, Clearfield County, Pennsylvania, and likewise from sending any other persons on said premises, and from causing any other person to do any of the acts thereby enjoined.

This injunction to be taken as dissolved unless a motion to continue is heard before the Court on Wednesday July 30th 1919 at 9:00 A.M.

By the Court, Singleton Bell, P.J.

Now, July 28th 1919, upon motion the plaintiffs by its Attorneys Reuty & Reuty and Smith & Smith, move the Court to continue the preliminary injunction granted this day, by reason of the large number of defendants, and the difficulty of getting immediate service on all of them.

Reuty & Reuty Smith & Smith

Now, July 28th 1919, Writ of Injunction issued. (Continued on Page 128)

Continued from Page 126 — September Term, 1919.

Now July 28", 1919, upon consideration of the large number of the defendants, it appears necessary to grant a longer time before hearing and hearing upon motion to continue injunction, is continued to Tuesday, August 4" 1919 at 9:00 o'clock A.M. when said motion will be heard.

By the Court
Singleton Bell, P.J.

Pro Moore 2.50
" " 1.00
" " 1.50
" " .50
" " .50
Shff Gorman (#3574) 12-4-44 2.50
" Moore 1.50
" .50

Now July 29" 1919, Served the within Bill in Equity, with notice to cause an appearance to be entered within fifteen days after service and to file answers within thirty days after service, and also served Writ of Injunction by handing to William Mann acting President, and George Black, Secretary of the International Union of Mine, Mill and Smelter Workers, formerly Western Federation of Miners, Local Union No. 271 or 272, and on Locie Sparatial.

So answers,
A.M. Gorman, Shff.

Aug 9 1919 Received of
pro. W. Caughey 132.44 above costs
John K. Moore Pa.

attached: Pro Moore 2.00
Shff Gorman all 9 7/12 14.50
J.G. Snyder 3.50
W.J. Smith 4.75
Pro Moore 2.10

Shff. Gorman 2.00 Now August 4", 1919 Answer filed.
Moore 50 Now August 4", 1919 J.A. Gleason and C.J. Margiotti, Attys.
Moore hearing & Motion 1.50 enter their appearance for all the defendants.
Now Aug 4", 1919. Motion to dissolve Preliminary Injunction filed.
Now August 4" 1919 Decree filed
Now, August 4th, 1919, we, therefore, in consideration of the premises aforesaid, do strictly enjoin and command you, the said respondents named in this Bill in Equity, your agents, employees, servants and all other persons, that you do from henceforth desist from interfering with the employees of the Adrian Furnace Company and such persons as may hereafter be or desire to be employed by said Company by the use of threats, intimidation, personal violence, epithets or ridicule or other unlawful means calculated and intended to induce such persons to leave the employment of said Company and from calling "scab" or other opprobrious names to persons passing along or going to and from the work of said company and from unlawfully interfering with the work now being done by the persons or firms engaged in making repairs on the plant of said Company and from congregating on or about the premises of said Company for the purpose of intimidating or interfering with the said Company or its employees or contractors and from going on the premises of the said Company called Adrian Furnace, situate in Sandy Township, Clearfield County, Pennsylvania, and likewise from sending any other persons on said premises and from causing any other person to do any of the acts hereby enjoined, and this injunction shall continue permanently and perpetually. The costs in the case being provided for by the agreement of the parties no order as to costs is

Nov. 6 to Paid 1919 Sept 6 Law

No V September Term, 1919.

necessary.

By the Court,

Singleton Bell, P. J.

Now, August 4th, 1919, Agreement filed.

Now, Aug 4th, 1919, This agreement approved.

By the Court,

Singleton Bell P. J.

Now, Oct. 17th, 1919. Petition and affidavits filed.

And now, Oct 17", 1919 Attachment awarded for Joe Rovitte, Thomas Hice and Pedro Govagnali, who are to be brought before the Court for hearing on Saturday, October 25", 1919, at nine o'clock, A. M.

By the Court.

Singleton Bell, P. J.

Now. October 18" - 1919 Served the within "attachment" by arresting the within named defendants, Thomas Hice, Joe Rovitto and Pedro Giovagniallli and upon their giving bond in the sum of $500.00 each, for their appearance in October 25th - 1919 at nine o'clock A. M. They are released from my custody.

So answers. A. M. Gorman. Sheriff.

Now. Oct 25" - 1919. The motion is sustained and the writ of attachment as issued voided.

Now Oct 25. 1919. Rule granted on Thomas Hice, Pedro Guvagnalli and Joe Rovitti to show cause why action for contempt should not issue. Returnable on Monday, November 3rd 1919 at 9 o'clock A M.

By the Court.

Singleton Bell

P. J.

Now October 27, 1919 I return this writ, service accepted by J. A. Gleason, Attorney for defendants as per endorsement, So answered

A. M. Gorman. Sheff.

Now, Nov. 3-1919 By consent filed. Motion of Atty's Petz, Keosian on this case is continued to Thursday Nov. 6-1919

Notice by Mail to J. A. Gleason Esq

Nov. 3-1919 } John H. Nixon Cs

By the Court,

(continued on page 1521.

September Term, 1919.

Petty & Petty	V Anna C. Ryan	Aug 5th, 1919 Bill in Equity filed by Petty & Petty, Attys.
	Rose McLean	Wherefore, your orators pray:
	Bernadette Himmelberger	First, That the above named
	Walter Welch	defendants shall be required to enter
	-3-	their appearances herein and to make
		answer to the matter herein.
		Second, That an order be made for
	√ John P. Daly	service of this bill on Peter V. Daly, in the
	√ Louis A. Daly	City of Cleveland, State of Ohio, and Louis
	√ Leo B. Daly	A. Daly, in the City of Buffalo, State of
	√ Hugh A. Daly	New York.
	√ Mary A. Daly	Third, That an order for service by
	√ Peter V. Daly	publication be made on Leo B. Daly, as
		provided by law.
Pro Moore	2.50	Fourth, That partition be made of
"	.50	said premises among the parties interested
"	.50	therein.
3 Certified Copies	.75	Fifth, That thereafter this petition be
3 copies Order of Court	1.50	referred to a master or a master and
Sheriff Gorman	5.50	commissioner to divide and partition the
Pro Moore	.50	said land and premises into purparts
" "	.75	and to value the same, and to ascertain
		the amount, if any, that shall be charged
3/24/1920 Paid	of Annie C. Ryan	thereon for owelty, or which shall be paid
and Rec	Meehan check	or secured to the parties to whom no
for 4.50	being their share	purparts can be allotted in the manner
by Costs	in Palmer case	authorized by law.
	John H Moore	Sixth, That an account be taken of
	Atty Pro	the rent, profit and income of said
		real estate and that the proportionate part
Pro Palster Sheriff Cuy.	2.10	thereof due each of the plaintiffs and
		defendants be allotted and decreed to each
		of them.
		Seventh, That there be allotted to each
		of them the respective shares of each in
		said real estate and said rent, profit and
		income therefrom, to be thereafter held by
		each of them in severalty.
		Eighth, That if said partition and
		allotment of the said real estate cannot
		be made without prejudice to the parties
		in interest and shall be refused by
		them, that the said premises be sold
		and the proceeds thereof divided among
		the parties entitled thereto according to
		their respective interests, and that the
		execution and delivery of a deed or deeds
		of conveyance to the purchaser or
		purchasers, upon the purchase money
		therefor being paid or secured, be directed
		by your Honorable Court to be made by the
		said master appointed by your Honorable
		Court.
		Ninth, And such other and further
		relief as to your Honorable Court shall

sion necessary under the circumstances.

Petty & Petty

Solicitors for Plffs.

John C. Daly et al, Defendants:

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, Pennsylvania, sitting in Equity, and to file your answers within thirty days to the within Bill of complaint of the within named Anda E. Ryan, Rose Meehan, Bernedette Spinnenweber and Walter Welch, 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 Prothonotary's Offic within fifteen days and filing 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.

Now, Aug. 5th, 1919, Petition and order filed.

Now, the 4th day of August, 1919, the within petition read, and after due consideration, it is ascertained that the said Leo B. Daly has no residence in the County of Clearfield, and that his residence is unknown and that said bill of complaint cannot be served upon him personally. It is, therefore, ordered and decreed that a statement of the substance and object of the bill of complaint upon which this order is founded, and a copy of this order be duly published in DuBois Morning Courier and Clearfield Republican newspapers circulating in the County of Clearfield, one every week for a period of six (6) weeks, directing the said Leo B. Daly to enter an appearance in said action in the Court of Common Pleas of Clearfield County, on or before the 15th day of October, 1919, and to file his answer to said bill of complaint on or before the 23rd day of October 1919, or said bill of complaint will be taken pro confesso, as provided by the general equity rules of the Supreme Court of the State of Pennsylvania.

By the Court

Singleton Bell P. J.

Now July 26-1919 Service accepted & personal Service Waived.

Mrs Mary A. Daly

Now, July 30th, 1919, I hereby accept service of the within Bill in Equity and waive other and further notice of service thereof and of the notice endorsed thereon and do hereby assent to and agree that partition be made of said real estate in the manner provided by law as sought to be done by this proceeding and that the other prayers of the Plaintiffs in the said Bill be granted

Leo B. Daly,

By his Attorney

Now August 1-1919, Service accepted by P. V. Daly

" " 1-1919 3 Certified Copies Order of Court issued to Plff. Now July 1-1919 Returned Order of Court filed

The 4th day of August 1919, the within petition read and considered and it appearing to the Court that Louis A. Daly resides in the City of Buffalo, State of New York; Peter V. Daly in the City of Cleveland, State of Ohio and John P. Daly at Kingville, County of Clarion, State of Pennsylvania, it is, therefore, ordered, adjudged and decreed

(Continued on Page 132).

No 3 September Term, 1919.

that the bill of complaint in this case together with a copy of this order be served on Louis A. Daly by the Sheriff of Erie County, State of New York or the United States Marshall for the Western District of the State of New York, and that the said Louis A. Daly enter his appearance in the Court of Common Pleas of Clearfield County within fifteen days after the service of this order and the bill of complaint, and file his answer thereto within thirty days after the said bill has been served upon him, or it will be taken pro confesso, as provided by the equity rules of the Supreme Court of the State of Pennsylvania; that said bill of complaint together with a copy of this order be served on the said Peter V. Daly by the sheriff of Cuyahoga County, or the United States Marshall, having his office in the City of Cleveland, in the State of Ohio, and the said Peter V. Daly shall enter an appearance in the Court of Common Pleas of Clearfield County within fifteen days after the service of this order and said bill of complaint and shall file his answer thereto within thirty days after the said service, or the same will be taken pro confesso, as provided by the equity rules of the Supreme Court of the State of Pennsylvania; and that the said bill of complaint together with a copy of this order shall be served on the said John P. Daly by the sheriff of Clarion County, and the said John P. Daly shall enter his appearance in said Court of Common Pleas of Clearfield County, within fifteen days after the service of the said bill and this order, and shall file his answer within thirty days after the service of said bill and this order, or else the same taken pro confesso, as provided by the equity laws of the Supreme Court of the State of Pennsylvania.

By the Court.
Singleton Bell P. J.

Now, August 12th, 1919, By paper filed James P. O'Laughlin enters his appearance for John P. Daly.

Now, August 12th, 1919, I return this writ, service accepted by Jas. P. O'Laughlin, Attorney for the defendant as per endorsement.

So answers,
A. M. Gorman, Sheriff

Now July 26th, 1919, service accepted and personal service waived.

Mrs. Mary A. Daly.

Now, August 17th, 1919, service accepted for M. A. Dale and personal service waived.

J. A. Gleason, Atty.

Nov. 3 1919 affidavits & proofs of Publication filed.

Nov. Nov. 3-1919 By Praecipe filed on motion of Smith & Smith attys for Plaintiff Judgment Pro Confesso entered against Defendants for want of answer.

Nov. 3-1919 Judgment Pro Confesso.
John H. Moore Pro

No 3. Sept Term 1919 Continued

Now. November 3. 1919. By Consent filed on Motion of Pltf's Attorney for Pltf. November 22 1919 at 9 am is fixed for hearing in this Cause, and Defendants Attorney to give Notice to Defts. of time of Hearing by the Court.
Now Nov. 3. 1919 Notice accepted for P. W. Daley. Walter Mahoney for P. W. Daley.
Nov 3-1919 Notice to Jas Glenn by Mail
April 13- 1920 Testimony filed.

September Term, 1919.

W.A.H. and A.R.C.

H.W. Brown

D.E. Baird

Pro. Moore by atty. 2.50
Atty. Gray (Fi. 341) 3.00
Pro. Moore (Ci. 5-73) 1.50
" " " .50
Sheff. Gorman " " 2.00
" " " " 8.50
Pro. Moore (Ci. 5-73) .50
" " .50
Defts bill (Fi. 391) 7.64
26.64

Aug 26-1920 Read of H.W. Brown
Costs Ex. Pro. Moore $3.00 Sheff. Gorman $8.50
Defts bill $7.64 & atty 3.00
Total received $24.14
Geo. W. Ralston Sro.

Aug 14th, 1919 Bill in Equity filed by W.A. Hagerty and A.R. Chase, Attorneys.

Wherefore your orator complains and says:

First, That he is a resident of McKees Mills, Clearfield County, Pennsylvania.

Second, That the defendant is a resident of McKees Mills, Clearfield County, Pennsylvania.

Third, That the plaintiff to No. 3, May Term 1918 in the Court of Common Pleas sitting in equity filed bill of complaint against said defendant in which bill of complaint set out that he and the defendant therein were owners of certain real estate.

Fourth, That the said D.E. Baird, defendant therein and also defendant in the aforesaid equity proceedings filed his answer praying that said bill be dismissed with costs.

Fifth, That upon hearing by the Court sitting in equity in the above cause the Court refused said bill.

Sixth, That in the said proceedings to No. 3, May Term, 1918 the plaintiff therein alleged a partnership in said property and asked for dissolution and settling up the said partnership. That the proceedings is undisposed of the last order of the Court therein being to refuse the defendants request for dismissal of said bill.

Seventh, That at the present time the said D.E. Baird is cutting, manufacturing and hauling away timber from the premisses described in said bill of complaint to No. 3, May Term, 1918 and it otherwise causing waste and destruction to said premisses.

Eighth, That the defendant is cutting the timber in a wasteful and extravagant manner to the damage of the interest of the said plaintiff.

Ninth, That the said defendant has removed considerable timber unlawfully cut from the said premises and has piled it on adjoining land which belongs to the said partnership.

Tenth, That by reason of the unlawful acts and the continued and repeated trespass of the defendant, his employees and servants, your orator has been caused great damage and by reason of said acts continues to suffer great damage which is causing and will cause irreparable damage to your orator.

September Term, 1919.

W. A. Hagerty and A. R. Chase, Solicitors for Plaintiff.

D. E. Baird:-

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, Pennsylvania, and to file your answer within Thirty days to the within H. W. Brown, plaintiff, 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 and by not filing 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.

Witness my hand at Clearfield, Pa. this 14th day of August A. D. 1919. W. A. Hagarty and A. R. Chase, Solicitors for Plaintiff.

Now, Aug 14th, 1919 affidavits filed

Now, Aug 14th, 1919 Bond filed and approved by the Court,

Singleton Bell, P.J.

Now, August 14th, 1919, Order of Court filed.

And now, this 14th day of August A. D. 1919, the bill of complaint in the above stated case together with injunction affidavits, presented to the Court and after due consideration thereof, on motion of W. A. Hagerty, solicitor for plaintiff, it is ordered that writ of injunction, preliminary now, but which may become perpetual hereafter, shall issue restraining the above named defendant, his agents and servants from cutting, manufacturing or removing, or in any way interfering with the timber, props, ties whether standing, cut or lying upon said premises mentioned in this proceedings or removing any other manufactured article from said premises or in any way whatsoever interfering with the rights of the plaintiff.

This injunction not to issue until an injunction Bond is filed by the plaintiff in the sum of One Thousand Dollars, with surety to be approved by the Court.

This injunction to be taken as dissolved unless a motion to continue the same shall be argued on the 15th day of Aug. A. D. 1919 at nine o'clock or such other date thereafter as said hearing may be continued to.

By the Court

Singleton Bell, P. J.

Now, Aug 15th, 1919. By paper filed John M. Urey directs his appearance entered for the Defendant.

Order of Court filed August 15th, 1919.

Now, August 15th, 1919, Counsel for both parties being present, by consent it is ordered that the hearing on motion to continue preliminary injunction shall be continued to Thursday, September 4th, 1919.

By the Court

Singleton Bell, P. J.

Now, August 14th, 1919, Served the within Bill of Complaint, with notice to cause an appearance to be entered within fifteen days and file an answer within thirty days, upon D. E. Baird the defendant by handing to him personally a true and certified copy of said Bill of Complaint with notice and making known to him the contents thereof. So answers,

A. M. Gorman, Sheriff.

(Continued to Page 140).

September Term, 1914.

J. A. J.	Susie Wike		Now Aug 16th 1914. Bill in Equity filed by J. A. Glasmire. The Plaintiff complains and says:
			Paragraph 1. That your orator is a resident of the City of DuBois, County of Clearfield and State of Pennsylvania and is the owner of a certain lot of ground, having thereon erected frame buildings used for the purpose of store rooms and dwelling apartments and being situated on North
	5		
	City of DuBois and Farris Engineering Co.		Brady Street, City of DuBois, County of Clearfield and State of Pennsylvania, said premises being more fully described therein after and recorded in the office for the
	Pro. Moore by atty	2.50	recording of deeds in and for Clearfield
	Pro. Moore	1.50	County in Deed Book Vol. 157, page 211.
	attorney	3.00	Paragraph 2. That the City of DuBois
	Stiff Gorman	6.10	is a municipal corporation, being a City
	Stiff Gorman	9.10	of the third class under the laws of the
	Pro Moore	1.00	Commonwealth of the State of Pennsylvania
	"	50	and that Adam Haag is the Mayor of said
	"	50	City and William Mengle, Jack Griesemer, W. H. Albert and Thomas Oberrender are the Commissioners, duly elected and qualified
			Paragraph 3. That the Farris Engineering Company is a corporation, as your orator expects to prove, engaged in the general contracting business, its main office or principal place of business being unknown to your orator.
			Paragraph 4. That the City of DuBois has contracted with the Farris Engineering Company to excavate for and build and construct a bridge on North Brady Street immediately adjacent to the property of your orator, over a small run or stream in said City and in excavating for the abutment of said bridge, has recently without authority of law, entered upon the premises of your orator, said premises being situate in the City of DuBois, County of Clearfield and State of Pennsylvania, bounded and described as follows:
			Beginning at a point in line of the West curb line of North Brady Street, produced from the East of the iron bridge over Sandy Lick Creek and in line of the face of the South abutment of said bridge; thence along the line of said curb, produced, South 27 degrees 9 minutes West fifty eight and nine tenths (58.9) feet to a corner of lot surveyed to H. F. Winslow; thence along line of said Winslow's lot, North 51

degrees 41 minutes East one hundred and fifty (150) feet to a corner; thence North 27 degrees 9 minutes East twenty-nine and nine tenths (29.9) feet in lands of grantors or John E. DuBois and Willie G. his wife, of which this is a part, to a post; thence by same South 62 degrees 51 minutes East one hundred and forty-seven and two tenths (147.2) to the place of beginning and being the same premises referred to in paragraph one of this bill.

Paragraph 5. That the said defendants have threatened to continue and are actually continuing said unlawful possession and further propose and intend to take absolute possession of a piece of ground out of the premises described hereinbefore and owned by your orator, without having first made or paid to your orator any compensation therefor, or having given or offered any security and before your orator's damages have been assessed.

Paragraph 6. That the said defendants have no warrant or authority for taking possession of your orators land and that if said defendants are allowed to proceed with the execution of its aforesaid purpose, your orator will suffer great and irreparable wrong and injury.

Paragraph 7. That the defendants or either of them, have a crew of men upon the premises of your orator, digging and excavating for the abutment of said bridge and that your orator has notified said men to desist in their unlawful occupancy of your orator's property, but that said men persist in unlawfully destroying the property of your orator with the intention of taking absolute possesion of part of the same.

Your orator therefore prays for relief as follows:

First, That pending this bill specially and thereafter perpetually, the said defendants, The City of DuBois and The Farris Engineering Company, their attorneys, agents and servants, be enjoined from remaining and continuing in its possession of the lands so aforesaid taken by it, and from taking possession of any other lands or property of your orator.

Second; Such other and further relief as to your Honors may deem sufficient and proper.

James A. Gleason,
Atty for Complainant.

City of DuBois and Farris Engineering Company:

You are hereby notified and required within fifteen days (15) after service hereof on you to cause an appearance to be entered for you in the Court of Common Pleas of Clearfield, Pennsylvania, sitting in equity; and to file your answer within thirty (30) days to the within bill of complaint of the within named Susie Mike 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 Prothonotary's office within fifteen (15) days and to file your answer within thirty (30) days you will be liable to have the bill taken pro confessio and a decree made against you in your absence. Witness my hand and seal at DuBois, Pa, this 16th day of Aug. A.D. 1919. J.A. Gleason, Atty for complainant

September Term, 1919.

Now August 15th, 1919 affidavits filed
Now, August 15th, 1919, Bond filed and approved by the Court.
Singleton Bell, P.J.
Now, August 15th, 1919, Order of Court filed.
Now August 15th, 1919, Bill in Equity, Bond and affidavits having been presented, and the matter being one of which the existing status prior to the acts complained of should be maintained until the legal rights of the parties can be ascertained, the defendants named to wit - City of DuBois and Farris Engineering Company, named in the Bill of Equity, their agents, employees and servants are enjoined and restrained from interfering with the property described in the within bill, and to cease, desist and stop the excavating on, under and across the same and from interfering in any way with the same or trespassing upon it.

This Injunction to be taken as dissolved unless a motion to continue is heard before the Court on August 18th 1919 at nine o'clock A.M.

By the Court,
Singleton Bell P.J.

Now August 15th, 1919, served the within Bill of complaint, with notice to cause an appearance to be entered within fifteen days from date of service and file an answer within thirty days, upon Adam Haag, Mayor of the City of DuBois, and upon J. E. Moore, Superintendent of Farris Engineering Company, a corporation, by handing to each of them a true and certified copy of said Bill of Complaint with notice and making known to each of them the contents thereof.

So Answers:
A. M. Gorman, Sheriff

August 15th, 1919, served the within writ of injunction upon Adam Haag, Mayor and William Meyer and Jack Griesmer, Commissioners of the City of DuBois and upon J. E. Moore, Superintendent of the Farris Engineering Company, a corporation, by handing to each of them a true and attested copy of said writ and making known to each of them the contents thereof.

A. M. Gorman, Sheriff

Now, August 18th, 1919 Defendants' answer filed by Reitz & Reitz, Attorneys.
Now, Order of Court, filed August 18th, 1919.
Now, August 18th, 1919, from statements of Counsel at Bar it is evident that time has not permitted such accurate examination to be made by Counsel as would enable them to advise the Court fully as to the facts, and it further appears from the answer filed that it may be proper and advisable to have the respective rights of the parties to all or part of the property in question determined by a proceeding on

the law side of the Court and further that other matters now apparently involved may be adjusted by the parties, and to the end that opportunity may be given for the accomplishment of these ends the preliminary injunction heretofore granted is for the present dissolved without prejudice to either party and with leave to renew motion for preliminary injunction on Wednesday, August 20th, 1919, should the same be found desirable. The order now made to be without any binding force or effect and without any prejudice to the respective rights of the litigants either upon this proceeding or in any other legal proceeding which may involve the questions here disputed.

By the Court
Singleton Bell, P. J.

Now, August 19, 1919, Appl by Kenney J. A. Gleason, moves The Court for a Hearing At 9. am. Friday Morning August 22, 1919, to Continue The Preliminary Injunction granted in said Case. Now, 20 August 1919, Ordered filed & to be heard on August 22. 1919. By The Court.

No. 4 Sept. Term, 1919 Continued from Page 134.

Now, August 14th, 1919. Served the within writ of Injunction upon D. E. Baird, defendant, by handing to him a true and attested copy of the said writ of injunction and making known to him the contents thereof.

A. M. Gorman,
Sheriff.

And now, September 9th, 1919. Opinion filed
And now, this 9th day of September, 1919, the preliminary injunction heretofore granted is dismissed and dissolved at the costs of the plaintiff therein. Exception noted and bill sealed to the plaintiff, H. W. Brown.

By the Court,
Singleton Bell,
P. J.

And now, Sept. 24, 1919
Testimony filed

Continued from Page 112 # 3 Feb. T 1919

March 20 1920. Petition for leave to issue Receiver's Certificates filed
Now 20 March 1920 The foregoing petition of George W Leigle Receiver of Pittsburg & Susquehanna Railroad Co. read and considered and the said Receiver is hereby authorized to issue Receiver's Certificates in the form heretofore approved by the Court to the amount of Five Thousand Dollars ($5000.00) for the purposes set forth in his Petition, which certificates shall be a lien on the rights, Franchises, property and income of the Pittsburg & Susquehanna Railroad Co. and first payable out of the proceeds of such rights Franchises, property & income, without prejudice to the right of the Receiver Certificates already issued by him by authority of the Court, the amt of the Certificates heretofore issued being Six Thousand Dollars.

And the said George W Leigler Receiver is hereby directed as the public sale of the property and Franchises of the Pittsburg & Susquehanna Railroad Co. to be made pursuant to a Decree in that behalf entered to give public notice of the fact that this order has been made, of the issues certificates by virtue thereof and to state the amount of certificates issued and to read the text of the Court's Decree. By the Court.

Singleton Bell P.J.

Sept. 18, 1920. The account of Geo W Zeigler Receiver of Pittsburg & Susquehanna Railroad Company having been duly advertised and no exceptions filed thereto and said accounts, both of administration and of sale of property and franchises having been confirmed absolutely, on motion of Charles H Rowland, Auditor, by his Attorney, Geo R Bigler Esq. is appointed auditor to make distribution of the funds to and among the parties entitled, and to make report to the court.

By the court. Singleton Bell. P.J.

February 22, 1921 Receiver's petition for discharge filed
February 22, 1921 Order of Court discharging Receiver filed

Order of Court February 24, 1921, The petition of George W Zeigler, Receiver of Pittsburg & Susquehanna Railroad Company for his discharge having been presented and it appearing that said Receiver has completed the performance of all his duties in connection with his trust that the property which he had in charge has been transferred to the purchaser thereof that the petitioner has made his final accounting to the Court, which has been followed by an audit; that the Auditor's report upon the final account of the Receiver has been confirmed absolutely; that all moneys in the hands of the Receiver have been disbursed in accordance with the award of the auditor; and that there are no further functions to be performed by the Receiver

The prayer of said George W. Zeigler, Receiver, is granted, and he is discharged from his said office as Receiver of Pittsburgh and Susquehanna Railroad Company, and relieved of all further responsibility in connection therewith, and the surety upon his bond is discharged from future liability with respect thereto

By the Court

Singleton Bell P.J.

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December Term, 1919.

A.M.L. — Clearfield Trust Co. — 1 — Pittsburgh and Susquehanna Railroad Company.

Now, October 1st, 1919. Bill in Equity filed. To the Honorable Singleton Bell, President Judge of said Court.

Clearfield Trust Company, a corporation under the laws of Pennsylvania, brings this its bill against Pittsburgh & Susquehanna Railroad Company, a corporation of the same State, and thereupon complains and says:

(1) Complainant is a corporation duly organized and existing under the laws of the State of Pennsylvania, is a citizen of said State, and has its place of business in the Borough of Clearfield, said State.

(2) Pittsburgh & Susquehanna Railroad Company, the defendant is a corporation duly organized and existing under the laws of the State of Pennsylvania, is a citizen of said State, and has its principal place of business in the Borough of Philipsburg, Centre County, Pennsylvania, with offices, stations and places of business in Chester Hill Borough, Clearfield County, Pennsylvania, and is within the jurisdiction of this Court.

Wherefore, complainant needs equitable relief and prays:

(1) That the defendant be required to make answer to all the matters hereinbefore set forth.

(2) That it be ordered, adjudged and decreed that the defendant, the Pittsburgh & Susquehanna Railroad Company, has made default in the performance of its covenants contained in said mortgage to complainant as Trustee, both in respect of the bonds secured thereby and the interest thereon, and in respect of its other obligations referred to in the foregoing bill in equity, and that the complainant has duly, regularly, legally and in accordance with the terms and provisions of said mortgage, declared the whole amount of the bonds outstanding thereunder to be due, owing and unpaid, and that the whole amount of said bonds has become and now is due, owing and unpaid.

(3) That the amount of the bonds outstanding and unpaid under said

paid 6/18/20 Ck #207 $2.25 — Pro Moore by atty 2.25
Atty 20.00
Sheff Gorman 5.40
Pro Moore .50
Pro Moore (Ck 573) .50
" " 1.50 (60)
Pro Ralston .30
" " 5.50
" " 5.50
" " 5.00
" " Reg. Postage .60
" " .60
" " .50
" " .50
" " 1.00
" " .50
" " 1.50
" " 5.00

Copy of Answer to C&N Rule by Reg Mail
Copy to E. J. White Esquire by Reg Mail
Out of Time of Sale

Entered 1/5-3 1

2 Feb 1921 Rec'd

June 17-1920 Received of Pittsburgh & Susquehanna Railroad Co. per Geo. W. Zugler receiver.
Costs Atty paid Pro Moore (Ck 207) $2.25
Atty (Ck 207) 20.00
Sheriff Gorman 5.40
Ex. Pro Moore 3.10
Pro Ralston 18.20
total Recvd $48.95
Geo. W. Ralston Pro Atty

Printing Bill Pfff Atty. 24.25
Pro Ralston 1.60
" " auditors acct 15.60 (1.90)

2-6-9-1921 Rec'd of P. & S. R.R. Co. on costs Pro Ralston $3.00, and rec'd of Geo Zugler Fifteen Dollars and 80 cts. total rec'd $18.00
Geo W. Ralston, Pro.

2/12/24 Pro Ralston .50
" " 2.00
Nov. 21, 1924 Pd by A. M. Liveright

(Cont'd on Page 145-3)

mortgage be ascertained and determined, together with the amount of interest accrued thereon and unpaid, and such other sums as may be properly due and owing from the defendant thereunder; that the nature and amount of any other liens or encumbrances against the property covered by said mortgage be ascertained and determined; and that in particular the status and rights, priorities and liens of any obligations incurred by said George W. Zeigler, Receiver, be established and determined.

(4.) That said mortgage to complainant as Trustee be declared and decreed to be a valid lien upon all and singular the property now owned by the defendant and covered by the terms of said mortgage.

(5.) That notice of this proceeding be given to said George W. Zeigler, Receiver, and that an order be made directing said Receiver, subject to the instructions of the Court, and as a respresentative of complainant, to sell all and singular the property now subject to said mortgage; that said sale be made in accordance with the terms and provisions of said mortgage; that said Receiver as the arm of this Court and as the representative of the complainant be directed to divide and distribute the proceeds of the sale of said mortgaged premises in accordance with the terms and provisions of said mortgage; that in case the amount realized from such sale be insufficient to pay in full the amount of the principal and interest due and unpaid on the bonds secured by said mortgage and now outstanding, a judgment be rendered against the defendant for such deficiency.

(6.) That the Pittsburgh & Susquehanna Railroad Company, the defendant, and the said George W. Zeigler, Receiver, be required and directed to join in making such bills of sale, deeds or other assurances, as may be necessary in law to vest in the purchasers a good and sufficient title to the property of the defendant sold hereunder.

(7.) That complainant may have such other, further, like or different relief in the premises as to the Court may seem just or the exigencies of this case may require.

And it will ever pray.

Clearfield Trust Company,
By A. W. Lee, President.

Attest:
P. J. Davis, Secy
A. M. Liveright,
Solicitor for Complainant

Now, Oct. 6th 1919 Send the within "Bill of Complaint" with notice to cause an appearance to be entered within fifteen days from date of service, and to file an answer within thirty days upon Chas. H. Roland, Pres't & Geo. W. Zeigler, Receiver of the Pittsburg & Susquehanna Railroad Company by handing to each of them personally, at the office of the said Railroad Company in the Borough of Chester Hill, Clfd. Co. Pa. a true & certified copy of the Bill of complaint with notices & making known to each of them the contents thereof. So says A. M. Gorman Shff.

(Cont'd on Page 153)

December Term 1919.

W.J.H.
A.M.L.
A.H.W.

Edward T. Carlson, W. P. Thorp, Edward E. Carlson, Walfrid Johnson, Eric Rydberg, A. J. Walberg, Jeon Forsberg, Authon Johnson, H. H. Morris and Joseph Lundmark, on behalf of themselves and all other stockholders of the Winburne Fire Brick Co., a corp., who may be like situated with the plaintiffs named.

2

Thomas H. Wilson

Pro Moore by Atty 2.55
Writ of Injunction 1.50
Stff. for Dep. (Ca 3805) 21.70
In Move .50
" " .50
" " .50
Deff's Subpoena & Jacobs 3815 1.10
" " .70
Moore .50
" .50
Stff & McGorman " " 3805 2.40 1.70
Deft Moore .50
" .50

December 17-1919
Record ct from Northern Bridge
Ca for 32 35 bring Stff
25 30 Gorman 5.95 Pro Moore
L.S. Jacobs subs 1.10 John H. Moore P.M.

now, October 13" 1919. Bill in Equity filed. To the Honorable Singleton Bell, President Judge of the said Court:

Your complainants, Edward T. Carlson, W. P. Thorp, Edward E. Carlson, Walfrid Johnson, Eric Rydberg, A. J. Walberg, Jeon Forsberg, Authon Johnson, H. H. Morris and Joseph Lundmark complain and say:—

(1) That the defendant may be made to answer by oath or affirmation, make discovery of all books, accounts, notes, money, evidence of debt, bonds and personal property of every kind in his hands, possession or custody, being the property of the Winburne Fire Brick Company, a corporation.

(2). That he, the defendant, may discover by his answer, the amount of all said personal property and in whose possession the same now is.

(3). That the said defendant be required to set forth his answer and discovery, copies of the minutes and by-laws of said corporation being the minutes of all stock holders meetings as well as all directors meetings.

(4) That the said defendant may be by injunction temporarily now and perpetually thereafter restrained from disposing of any of the personal property or assets of the said corporation in his possession and custody including money, Liberty bonds and all other items of personal property belonging to said corporation and in said defendant's custody or control.

(5). That the defendant be likewise restrained from issuing, negotiating or filling in for the purpose of issue or negotiation, any checks of the said corporation in his possession signed in blank by the acting Treasurer of the said corporation.

(6) That the defendant be likewise restrained from selling, negotiating, assigning and transferring to any other person or persons any of the shares of stock either preferred or common now standing in his name on the books of the Winburne Fire Brick Company, and also from issuing or causing to be issued, transferring or assigning or causing to be transferred

or assigned to any person or persons any stock of said corporation, either preferred or common, not heretofore issued to any person or persons.

(7) That the defendant be required to account to the said corporation for all moneys, liberty bonds, and other personal property in his possession and custody belonging to said corporation.

(8) That the defendant is required to pay the costs of this action.

Miller & Hartzwick
A. M. Liveright
A. H. Woodward
Attys Solicitors for complainants

To Thomas M. Wilson.

You are hereby notified and required within fifteen days of service hereof on you to cause an appearance to be entered for you in the Court of Common Pleas of Clearfield County Pa, and to file your answer within this thirty days to the within Bill of Complaint of Thomas J. Allebran, et al, and to observe what the Court shall direct. You are also notified that if you fail to comply with the above directions by not entering an appearance in the Prothonotary's office within fifteen days and filing your answer within thirty days you will be liable to have the Bill taken Pro Confesso, and a decree made in your absence.

Witness our hands this day of October, 1919.

Miller & Hartzwick
A. M. Liveright
A. H. Woodward
Solicitors for Pltffs.

" Now, Oct. 13" 1919. Injunction affidavits filed
Now, Oct. 13" 1919. Bond filed and approved by the Court,
Singleton Bell P.J.

October 13" 1919 Preliminary Injunction filed. Issued

Now, Oct. 13" 1919 the bill in equity together with bond and injunction affidavits, presented to the Court and after due consideration it is ordered and decreed that a preliminary injunction issue directed to the said defendant restraining him from

First: Disposing of any of the personal property or assets of the Winburne Fire Brick Company, a corporation, in his possession and custody or control, including money, Liberty Bonds, and all other items of personal property belonging to said corporation and in said defendant's custody or control.

Second: Issuing, negotiating or filling in for the purpose of issue, or negotiation, any checks of said corporation in the possession of said defendant, signed in blank by the treasurer of said corporation

Third: Selling, negotiating, assigning or transferring to any other person or persons any shares of the capital stock either preferred or common, now standing

in the name of the said defendant, on the books of the Winburne Fire Brick Company or any of the shares of the capital stock, either preferred or common as yet unissued by the said corporation, to-wit; the Winburne Fire Brick Company.

This injunction shall be taken to be dissolved unless a motion to continue the same shall be argued on the 25th day of October A. D. 1919 at 9:00 o'clock A.M. engagements of Counsel and of the sitting Judge preventing an earlier date being fixed.

By the Court

Singleton Bell, P.J.

Oct. 18, 1919. Motion for service outside the jurisdiction of the Court filed.

Now Oct. 18, 1919, Order of Court filed.

Oct 18, 1919 The foregoing petition of the plaintiffs in the case of Edward J. Carlson, et al, against Thomas W. Wilson read and considered, together with the accompanying affidavit; and it appearing that the Court has obtained jurisdiction of the subject matter by service of the bill in equity on an adult member of the defendant's family at his dwelling house in Clearfield County, it is ordered and decreed that the injunction awarded by this Court at the time said bill in equity was filed be served upon said Thomas W. Wilson wheresoever he may be found within the State of Pennsylvania.

It is further ordered that upon service of said injunction the defendant be served with a copy of this Order, a copy of the bill in equity filed in the case and a copy of the injunction itself.

It is further ordered that the defendant comply with the requirements of said injunction upon service thereof upon him, unless extension of time be granted on application in that behalf duly made.

It is further ordered that said injunction proceeding be returnable at Clearfield on the 25th day of October, 1919, at 9 o'clock A.M.

By the Court,

Singleton Bell, P.J.

Now, October 18th 1919 served the within Order of Court, on Thomas W. Wilson, by handing to him a true and attested copy of said Order of Court, issued October 18th 1919 at the Village of Lindsay, Jefferson County, Penna, and making known to him the contents thereof.

So Answers,

A. W. Gorman, Sheriff.

Now, October 18, 1919 served the within writ of injunction upon Thomas W. Wilson personally, at the Village of Lindsay, County of Jefferson, State of Pennsylvania as directed by order of court, issued

No V December Term, 1919.

October 18th 1919 by handing to him a true and attested copy of the said writ of Injunction, and making known to him the contents thereof. Also at the same time served a copy of the Bill of Complaint as directed by said Order of Court.

So answers,

A. M. Gorman, Sheriff.

Oct. 30 1919. Paper filed Hazard A. Murray Esq. enters his appearance for Defts.

Oct. 30 1919 Order for Extension of time for answering bill filed. The time for answering of bill in Equity is Extended for 10 days from Nov. 3-1919. By The Court.

Nov. 12-19. Printed bill in equity filed.

Nov 12-19. Served on me by copy. Hazard A Murray atty Defts.

Nov 17-19. Defendants answer filed.

Nov 22 1919 Testimony Lodged.

Mar Dec 17-1919. This case heard and submitted.

Attest
John H Moore
Pro.

Miller & Lankford
A. M. Loveright
Attys. for Plffs.

Nov. Dec. 13 1919 Decree filed.

Now, Dec 17. 1919 The parties having made an amicable adjustment of their difficulties, & having paid the costs it is ordered, a discontinuance of this proceeding. It is hereby ordered and decreed that the temporary injunction heretofore pending be dissolved and proceedings dismissed.)

By the Court.
Hughlett Bell J.

December Term, 1919.

Miller & Hartswick | DuBois Electric Co. | November 7, 1919, Bill in Equity filed by Miller & Hartswick Attys.

To the Honorable, the Judge of said Court:-

Wherefore your orator needs equitable relief and prays:-

First: That a rule on the said Daniel N. Pesinger be granted and issued commanding him to show cause why an injunction should not issue against him restraining him from making threats against the agents, employees, and servants of the complaining Company, and to restrain him from committing any act or acts of violence, intimidation or interference with the agents, employees and servants of the complainant in building and constructing its poles, towers, fixtures and wires including necessary guy and brace poles and guy wires over and along the aforesaid property.

Second: That the defendant be compelled to pay the costs of this proceeding.

Third: That the Court grant and decree such other and further relief to the complainant as to right and justice may belong, and to your Honor may seem meet.

And it will ever pray etc.

3

Daniel N. Pesinger

Pro. Moore # 2.50
Pro Moore 2.10
Shff. Gorman 8.70

3/18/1920 Rec'd my costs 4.60 in above case.

John W. Moore
Atty for Pro.

Order of Court.

Now, the 7th day of November A.D. 1919. a rule is granted upon Daniel N. Pesinger to show cause why an injunction should not be issued against him as prayed for in the within bill. Rule returnable on Saturday the 22nd. day of November A.D. 1919. at 9 o'clock A.M.

By the Court.

Singleton Bell, P.J.

Now Nov. 8th 1919, Served the within "Rule" upon the within named defendant, Daniel N. Pesinger, personally, by handing him a true and attested copy of the original and making known to him the contents thereof, So Answers,

A. M. Gorman, Sheriff

Now Nov. 7th 1919, Served the within "Bill of Complaint" with notice to cause an appearance within fifteen days from date of service, and to file an answer within thirty days from date of service, upon Daniel N. Pesinger, the within named defendant, personally by handing to him a true and attested copy of the within "Bill of Complaint" with notices and making known to him the contents thereof, So Answers,

A. M. Gorman, Shff

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Continued from page 144.

No 1. December Term. 1919.
Clearfield Trust Company vs
Pittsburg + Susquehanna Railroad Co.
Nov. November 12 - 1919 Defendants Answer filed
Now 20 Nov, 1919 Replication filed
January 14. 1920 Dec. Agt. list + Continuing hearing had evidence taken
January 19. 1920. Testimony filed
Feb 5. 1920. Requests for Findings of Fact and Law.
Feb 5. 1920 Decree of Foreclosure and Sale filed. time of sale fixed April 7. 1920.
Feb 10. 1920 Certified copy of decree mailed to Chas. H. Roland. Pres., Philipsburg, Pa.
Decree sent by registered mail.
Feb 10. 1920 Certified copy of Decree by registered mail to Ernest I. White. Sec.,
White Memorial Bldg, Syracuse, N.Y.
Feb. 13 1920 Certificate of time of sale mailed to Chas H Rowland Philipsburg Pa
Feb. 13 1920 Certificate of time of sale mailed to E.I White Syracuse N.Y.
Feb 27-1920, Receivers Bond for sale filed and Approved by the Court.
Return of Sale by the Receiver filed May 4. 1920
Order of Court: Now May 4 1920. the return of George W. Zeigler, Receiver of Pittsburg + Susquehanna Railroad Company appointed by this Court at the instance of Clearfield Trust Company, plaintiff above named, to make sale of the property and franchises of Pittsburgh + Susquehannan Railroad Company in default of payment by said Railroad Company of the amount decreed to be due to the plaintiff, having been read and considered; and it appearing to the Court that the Pittsburg + Susquehanna Railroad Company, after notice duly had to the end and in that behalf, failed to pay the amount decreed to be due from it $491,933.93 or any part thereof, to the plaintiff, and it further appearing that the said Receiver has complied with all the preliminaries and requirement prescribed in the decree for the sale of the property and franchises of Pittsburgh + Susquehanna Railroad Company; the sale thereof as reported by him to Charles H. Rowland and Ernest I White for the price or sum of fifty thousand dollars is hereby ratified and confirmed nisi.

It is further ordered that notice of this conformation nisi be given to the Secretary of the Pittsburg + Susquehanna Railroad company by a copy of the Courts order of conformation, to be transmitted to him by registered mail, and that therein May 17, 1920 be fixed for final conformation of the sale so as aforesaid made, unless in the meantime exceptions thereto be filed of record

Certified Copy of Courts Order sent to Earnest I White by Reg. Mail May 6- 1920

By the Court:
Singleton Bell P.J.

Decree of Confirmation of Sale filed May 17. 1920

Now May 17. 1920 the decree of confirmation nisi entered in this case upon the return of sale by George W Zeigler, Receiver of Pittsburgh + Susquehanna Railroad Company, to Charles H Rowland and Ernest I White having been duly filed of record, and a copy thereof having been sent to the Secretary of the Pittsburgh + Susquehanna Railroad Company by registered mail on May 5. 1920, as appears by the records of the Court, and no exceptions having been filed to the return of sale made by said Receiver, and this being the day fixed for final confirmation of sale, failing such exceptions,

It is ordered adjudged and decreed that the sale of the property and franchises of Pittsburgh + Susquehanna Railroad Company by George W Zeigler Receiver to Charles H Rowland and Ernest I White be, and it hereby is confirmed absolutely and the said Receiver is directed to execute and deliver to the purchasers a good and sufficient deed or instrument of transfer conveying and transferring the property purchased, as provided by the decree of foreclosure and sale by

Cont'd Page 155

December Term. 1919.

W + H. Attorneys.	Ella. E. Renaud. formerly Ella E Picard: Augustine R Mignat + Mary R Voinchet.	November 15th 19' Bill in Equity filed. To the Honorable Swigleton Bell. President Judge of the above entitled Court:- Your Orator complain and say:- First, That a commission in partition may be issued out of and under the seal of your Honorable Court, directing to your Master, or masters, + commissioner, to
11-13-1919.	4.	divide and partition and allot said lands and tenements unto purpants, where the same are properly divisable respectively, according to the rights of the parties thereto, and in accordance with
	John. E. Picard Edmund N. Picard Frederick Picard.	the act of assembly in such case made and provided, + that the said shares + purpants shall thereupon be held and enjoyed in severalty by said parties, and that your Honorable Court will make
	Bro Moore. by atty 2.25 Attorney (M+H) 3.00 P M Mosure (Par 2.50) .50 Sheff Gorman " " 10.20 Dis Ralston .25	such orders and decrees in the premises as shall seem meet for an equal division and partition of said property and for the execution of such deed or con- veyance: for the purpose of vesting a complete legal title to the purpants in the parties to whom the same shall be allotted.
		Second: That if the said land and tenements cannot be divided without prejudice to or spoiling the whole, + the parties hereto refuse to take the same at the valuation placed upon them, then your Honorable Court will order such relief, including order of sale of the premises afore said as shall be further necessary and proper, and to direct the execution and delivery of deeds of conveyance to the purchaser or purchasers upon the purchase money being paid, or secured to be paid, according to the terms of the sale.
		Third. Further relief
		And your Orator will ever pray, Ella. E. Renaud et al.
		To. John E. Picard, Edmund N. Picard and Frederick Picard, defendants.
		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. Penna. sitting in equity, and to file your answer within Thirty (30) days to the within bill of complaint, of the within named Ella E Renaud, formerly Ella E Picard, Augustine R. Mignat + Mary R Voinchet.

May 3-1920. Received of M & H Costs: Sheff Gorman $10.20 and Bro Moore 50¢ + Bro Ralston 25¢
Geo. R Ralston
Pro.

4 December Term 1919.

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 Prothonotary's office within fifteen days, or filing an answer within thirty days, you will be liable to have the bill taken pro confesso and a decree made against you in your presence.
Witness our Hands at Clearfield, Pa. this 15th day of November A.D. 1919.
Miller & Holtzinger Solicitors for Pltff.

Now Nov. 22. 1919, Served the within Bill in Equity, with Notice to Cause, an appearance within 15 days, from date of Service and to file an answer within 30 days, from date of Service upon the within Named Defts, John E. Reed and Frederick Picard personally by Handing to them a true & attested Copies of the Original & Making known to them the contents thereof. So says A.M. Gordon, Shff.

Now May 3 1920 this action discontinued
Miller Holtzinger
Solicitors for Pltff

Continued from Page 153 Clfd Trust Co vs Pittsburgh & Susquehanna R R Co

this Court made under date of February 2. 1920

It is further ordered that at the same time Pittsburgh & Susquehanna Railroad Company as a further assurance of title shall execute its deed of transfer to the said purchasers, conveying and releasing to them, all its right title and interest in and to the property so as aforesaid recited to have been purchased by them.

It is further ordered and decreed that Clearfield Trust Company Trustee shall release and quit claim unto said purchasers all its right, title and interest under a certain mortgage of September 1, 1913 foreclosed in this proceeding to the property so as aforesaid recited to have been purchased by them

By the Court

Singleton Bell P J

See Water Book 44 for appt. of auditor

Sept 18. 1920. The accounts of Geo W Beigler, Receiver of Pittsburgh & Susquehanna Railroad Company having been duly advertised, and no exceptions filed thereto, and said accounts, both of administration and of sale of property and franchises having been confirmed absolutely, on motion of Charles H. Rowland, Auditor, by his attorney, Geo R. Bigler, Esq is appointed auditor to make distribution of the fund to and among the parties entitled, and to make report to the Court. By the Court. Singleton Bell. P J

Continued from Page 163 Joseph Wintrak vs Thomas Pluta.

and if no exceptions be filed a final decree shall be entered by the Prothonotary as of Course By the Court Singleton Bell. P.J.

Oct. 2. 1921 Decree Nisi entered.

Geo. D. Walston Prothonotary.

Oct. 13-1921. Complainants exceptions to Decree filed by his attys Kramer & Kramer,

January 14, 1922. Opinion filed

We are informed that the Prothonotary has not yet entered a decree Nisi, and if so, Counsel should have brought this earlier to the attention of the Court. technically the exceptions are premature, but treating the case as if a Decree Nisi had been filed all the exceptions to the findings and conclusions are dismissed and Counsel directed to prepare a decree in accordance with the Findings and Conclusions

The fifth exception is that the Court erred in not awarding costs to the Plaintiff. While this is hardly a proper exception on the present state of the record the matter is to be disposed of in the decree and as the findings his are favorable of the Plff. on one claim and he is entitled to a Decree restraining defts. from further offending of this kind the record costs should be paid by the defendant, but upon the subject generally there is not much to choose between the parties. It is therefor ordered that the decree shall provide that the defendant pay the record costs including the solicitor's fee. each party to pay costs of his own witnesses By the Court.

Decree Now Jan 21. 1922. this cause came on to be heard at this term, and and was argued by counsel, and upon consideration thereof it is ordered, adjudged and decreed that the defendant, Thomas Pluta, be enjoined and restrained from creating and maintaining ditches upon his own land which collect water therein & precipitate the water so collected upon the lot of the plaintiff & that any ditches now maintained upon the premises of defendant diverting any such collected waters upon plaintiffs premises be removed within thirty days. The Def. to pay the record costs, including the usual Solicitor's fee, each party to pay the costs of his own witnesses

It is further ordered that this judgment as to costs be indexed on the Common Law side on the regular judgment index

By the Court

February Term 1920.

A.N Woodward	Michael Gazdrey		Dec: 18th 1919 Bill in Equity filed by A. N. Woodward, Atty
			To the Honorable, Singleton Bell, P.J.
	1		Your Complainant Michael Gazdrey complains and says:-
			First- That the defendant may be an injunction temporarily now and perpetually hereafter restrained from interfering with or disturbing any of the religious services held by the complainant in St. Marys Church
	Joseph Yaletchko		
	Pro. Moore by atty	2.50	Annunciation at Ramey, Pa.
	" "	1.50	Second- That the defendant be likewise restrained from singing the mass in said Church
	" "	.50	during religious services or at any other
	" "	.50	time or attempted so to do or from doing
	" "	.50	
	Shff. Gorman pd	6.20	any other act or thing which would have a
	" " "	9.95	tendency to interrupt or disturb the religious
1/2/20	Pro Moore Searing	1.00	services of the congregation of the St Marys
	Pro Ralston	.50	Church of the Annunciation aforsaid.
	" "	.50	Third:- That the said defendant be restrained as aforsaid from using any buildings held by the diocesan administrator for the use of St Marys Church of the Annunciation aforesaid or from entering any such building holding a meeting therein or attempting to so hold a meeting against the will and without the permission of the complainant, the custodian of the property of the said St. Marys Church
			Fourth:- That the defendant be required to pay the costs of this action
			Fifth:- Such other and further relief as to your Honor may seem meet and proper in the premises.
			A.N Woodward.
			Dec 18, 1919 Injunction filed
			Dec 18, 1919 Order for Preliminary Injunction filed- Injunction issued.
			Now, Dec 22nd, 1919, by agreement of Counsel it is ordered that this injunction be continued in force until further order and that a motion to continue the same be heard on Monday January 5th 1920, at 11 o'clock A.M,
			By the Court,
			Singleton Bell, P.J.
			Now, Dec 19th, 1919. Served the Within "Bill of Complaint" With notice to file an answer Within fifteen days and to cause an appearance to be entered within Thirty days from date of service, upon Joseph Yaletchko, the Within named defendant, by handing to him personally a true and attested copy of the Within Bill of Complaint, with notices, etc. and made known to him the contents thereof
			So answers, A.M. Gorman, Shff

Next Page

February Terme, 1920.

Now, December 19th, 1919, Served the within writ of Injunction upon Joseph Yaletchko, the within named defendant, by handing to him personally a true and attested copy of the within writ, and making known to him the contents thereof,

So answers, A. M. Gourley, Sheriff

April 20 1920 Decree filed

And now, This 20th day of April 1920. the preliminary injunction is continued and made permanent. Exceptions notes and bill sealed to the defendant. By the Court.

Sept Term 1920

M + H | M. Thomas Bowman | June 2 1920 Bill in Equity filed by Miller + Hartswick

To the Honorable Singleton Bell P.J.

Your orator complains and says:-

First That by Deed dated the 17th day of December, 1891, recorded at Clearfield, Pa. on the 2nd day of Septem 1897, in Deed Book "98" Page 31, Nicholas N. Martell and Ellen Martell, his wife, and Michael Newcomb and Barney Newcomb conveyed to Robert Stewart a certain tract or piece of land situate in Girard Township, Clearfield County, Pennsylvania, bounded and described as follows.

Bald Hill Coal Company

Pro Ralston by Atty 225
" " 1.25
Pro Ralston .50
" .50
" .50
" .50
" .50
" 1.50
" .50
" .50
" .50
" .50
" 1.50
9.50

Beginning at a chestnut sapling: thence by land of George Shirey South eighty six + one half degs. East seventy seven perches to a post, thence by land of D Bumgardner, North four degs. East seventeen and six tenths perches to a pine thence by Newcomb Brother's land North, fourty five degs. West ninety perches to a post, thence by land of same North three and one half degs. East eighty perches to a post: thence by land of Jacob Kline North, forty five degs West ninety three and five tenths perches to a chestnut sapling thence by land of J Smith and William Stewart, South two degs fifty minutes West one hundred ninety two and five tenths perches to a post: thence by land of George Green, South degs. east. fifty seven + eight tenth Perches to a post thence South three + one half degs. West. twenty seven + three tenth perches to chestnut and place of beginning. Containing ninety acres ninety one and eight tenth perches being part of tracts numbers 1927 + 1928.

Dec 30-1920 Rec. of Miller & Hartswick for $9.50 being costs as stated above less $2.25 atty's.
Geo W Ralston Bothy
Pro Ralston .50

Second: That the said Robert S Stewart died on the 15th day of December 1899. testate.

Third: That by the last will and Testament of the said Robert S Stewart, dated the 13th day of July 1899. proven and filed on the 22nd day of September 1899 and recorded on the 22nd day of September, 1599 in Will Book F Page 46, after various bequests he devised as follows

"Item" As to all of the rest residue and remainder of my property, whether real, personal or mixed, of which I may die seized I give, devise and bequeath the same to my beloved wife, Henretta A. Stewart and my children, William K. Stewart, James G Stewart Robert R. Stewart, John Rush Stewart, Helen, wife of Calvin Graham Ada, wife of Kyler Murray, Delia, wife of M. T. Bowman, Anna, wife of William Wilson, Fannie, wife of William Hurley: to them and their heirs absolutely, share and share alike;

Sixth: That the parties named above as plaintiff and defendant, together and undivided, are the owners of the land hereinbefore more fully described.

Seventh: That the real estate described in this bill is devisable into the following parts or shares, viz:

M. Thomas Bowman, an undivided nine tenths part
Bald Hill Coal Company an undivided one tenth part.

Wherefore: Your Orator needs equitable relief and he prays.

First That a commission in partition may be issued out of and under the seal of your Honorable Court, directing to your master

next Page

or masters; and commissioner, to divide and partition and allot said lands and tenements unto purparts, wherein the same are properly divisable, respectively, according to the rights of the parties thereto, and in accordance with the Act of Assembly in such cases made and provided and that the said shares and purparts shall therefor be held and enjoyed in severality by said parties, and that your Honorable Court will make such orders and decrees in the premises as shall seem meet for an equal division and partition of said property and for the execution of such deed or conveyance for the purpose of vesting a complete legal title to the purparts in the parties to whom the same shall be allotted.

Second: That if the said land and tenements cannot be divided without prejudice to, or spoiling the whole, and the parties hereto refuse to take the same at the valuation placed upon them, then your Honorable Court will order such relief, including order of sale of the premises aforesaid as shall be further necessary and proper, and to direct the execution and delivery of deeds of conveyance to the purchaser or purchasers upon the purchase money being paid, or secured to be paid, according to the terms of the sale.

Third: Further relief And your orators will ever pray.

Miller & Hartswick

Solicitors for Plaintiff

To Bald Hill Coal Company: Defendant.

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, Pa. Sitting in Equity, and to file your answer within thirty (30) days to the within Bill of Complaint of the within named M. Thomas Bowman 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 or filing an answer within 30 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 Pa this 1st day of June, A.D. 1920

Miller & Hartswick.

Attys for Plff.

June 30-1920 By paper filed Jas C. O'Laughlin atty directs his appearance for the Defendant Company

June 30-1920 Defendants Answer to Bill filed with notice of filing accepted by Miller & Hartswick atty's for Plff

Aug 6. 1920 Replication filed

Aug 11, 1920 Plff's request for findings of facts filed.

Aug 11, 1920 Testimony filed

Aug 11. 1920 Decree filed wherein A. G. Kramer is appointed Master in partition to make division of property in dispute.

Aug 12-1920 Copy of Decree & appointment of Master Certified to A. G. Kramer

Nov 1, 1920 Masters report filed

Now Nov 2. 1920 Confirmed Ni Si and to be confirmed absolutely as of course unless exceptions are filed within four days

By The Court: Singleton Bell

Now Nov. 8 1920 No exceptions having been filed the report of A. G. Kramer Master is confirmed absolutely.

Nov 29-1920. Bond of A. G. Kramer Master on sale of Real estate filed Nov 13-1920 Bond approved by the Court Singleton Bell P.J.

Feb 3-1921 By paper filed; To the W. Ralston Prothy. This is to say that the defendant has purchased the plaintiffs interest in the premises sought to be partitioned in this action, and that the plaintiff, and wife, have conveyed to the defendant the interest of the plaintiff in said premises, and thus settled this case. It is agreed by the parties to this action that the plaintiff pay the record costs. Enter this of record. Miller & Hartswick, Atty for plaintiff

for C. O'Laughlin, Atty for Defendant.

Jan 3-1921

Sept Term 1920

Kramer & Kramer — Joseph Wiatrak

2

Centz & Pentz — Thomas Pluta

	Pro Ralston by Atty	$2.00
	Atty	[illegible]
	Pro Ralston 10 cert copies	5.00
	Pro Ralston	.50
	Shff Gorman AMG 9/10/23	14.70
(Ralston 22.30)	Pro Ralston	.50 .50
	" "	.50 .50
	" "	.60 1.50
	" "	.60 1.50
	" "	.50 1.50
	" "	.50 .50
	" "	.50 .30
10/4/21	"	.30 1.50
" "	"	.50 .50
Ralston		.60 1.50
Atty		25.00
Ralston		.50
"		1.00
"		.50 .50
$		64.50

Recd of Kramer & Kramer $22.30 Pro Ralston
Geo. W. Ralston Pro

January 16/1923
Atty. Shff Gorman $14.70
total (37.00)

Aug 12-1920. Bill in Equity filed by Kramer & Kramer, Atty's

To the Honorable Singleton Bell, President Judge of said Court.

Your orator complains and says:

First That he is seized in fee simple of a certain tract of land situate in Sandy Twp adjoining the City of DuBois, in Clearfield County on the west side of Quarry Ave, containing one and one-half acres, upon which are erected a two story dwelling house and other buildings. A part of this lot is used as a yard to his dwelling house by plaintiff and the balance as a garden. Plaintiff derives title thereto by a deed from Mary A. Johnson and husband dated the 6th day of May, 1915, and recorded at Clfd. Penna on the 7 day of May, 1915, in Deed Book #209 Page 230, containing the following description:

All that certain piece of ground situate in the Twp of Sandy, Clfd County Penna, bounded & described as follows:

Beginning at a post at road to be laid out thro the Reed + McCullough tract, thence South forty-two and three-fourths 42¾ degrees west one hundred fifty-two 152 ft to a post + thence South forty-five and one-half 45½ degrees East three hundred thirty-nine (339) ft to a post + thence North forty-five + one-half 45½ degrees East one hundred fifty-two 152 ft to a post, thence North forty-five + one-half 45½ deg. West three hundred thirty-nine 339 ft to a post and place of beginning.

Second That the defendant, Thomas Pluta is seized of a lot adjoining that of plaintiff on the south-west, upon which no buildings are erected and which is not under cultivation.

(Third) That the lots of the plaintiff and defendant are on a declivity which to the rear of the lots is of steep descent but which grades in to gentle slope upon reaching said lots descending gradually toward Quarry Ave carrying the surface water in that general direction.

Fourth That the surface water from several streets + alleys upon the elevation take a natural course down over this slope where they are accustomed to flow in considerable volume and have cut a channel in the slope and across the land of the defendant and aided by a depression in the surface caused by mining operations that channel had for years before plff + def. purchased their respective lots been sufficient to and did carry away all surface water in times of freshet, and thereby the said water did not flow upon the land of the plaintiff.

Fifth That on or about June 16th 1920, the defendant filled up said natural watercourse across his land with slag, coal dirt and other refuse, thereby causing the water to seek a new channel and the said surface water was thrown over upon the plaintiffs land and as a result thereof on June 16-1920 a freshet of slightly more than ordinary severity washed upon the plff premises about six wagon loads of slag and other refuse covering the surface of part of his garden and yard with untillable material and impairing the quality of the soil + damaging plaintiff to the extent of twenty-five dollars. That part of the slag not washed upon the plaintiffs premises remains in the natural water channel and unless the defendant is restrained from permitting it to remain there the plaintiff will suffer irreparable damage in its being washed upon the plaintiffs land by every freshet in quantities large or small depending upon the amount of surface water.

Sixth, That on June 29-1920, defendant constructed a ditch at the rear of his lot on Bougier Avenue, from the said natural channel to the corner of that Avenue with the plaintiffs lot, with the intention to divert that water from its natural course and throw it upon the plaintiffs land. That on June 30-1920 the surface waters of a freshet was turned totally upon plaintiffs property by such ditch.

cont'd on next Page

washing out in part his corn, beets and cucumbers and other garden contents away five wagon loads of garden soil to the value of twenty dollars. Clogging and rendering unserviceable an underground drain at the opposite side of plaintiffs premises whereby he was further injured to the extent of twenty-five dollars. That by the loss of said the plaintiff has suffered and will suffer irreparable damage from said ditch or the part thereof that remains plaintiff having removed part of it.

Seventh. Thereupon defendant constructed another ditch wholly upon his premisses about eight feet from the line of Bowser Avenue and nearly parallel thereto extending from said natural water course to and against the wire fence that separates the land of the plff & def. said ditch being about twenty feet in length. That it was excavated a depth of approximately seven inches below the natural surface of the land and an embankment thrown up on the side lower down the slope immediately along the ditch to a height of about eighteen inches above the natural surface of the land giving the erected barrier a depth of more than two feet. That this ditch together with the obstruction in the natural channel cause all the surface water from the slope above these lots which would naturally flow across the def's land to flow upon the plff's premises and directly across his garden, descending thence upon his yard & around his dwelling & outbuildings, washing the soil away, destroying his garden and otherwise damaging his premises to his irreparable injury. That the defendant has since removed about one foot of the embankment laying below the ditch at the point immediately adjoining the line fence, but in all other respects the ditch remains unchanged is still sufficient to turn the surface water upon plff's land and its continued presence there will cause and is causing the plff. irreparable injury by diverting the surface water from its natural channel.

Eighth. That about five feet lower down the slope, the def has built, or caused to be built, another embankment against and at right angles to the line fence, extending out into def's lot a distance of about two feet and being about six or seven inches in height. The def. intends thereby that the water from the ditch just up the slope therefrom will be caught and turned more quickly upon the plaintiffs land which effect said embankment will produce, and has further sought to conceal his act by hiding said embankment in a clump of bushes on defendants land. By the diversion of the water aforesaid and turning it upon the plaintiffs land he will suffer permanent and irreparable injury, if defendant is permitted to let said embankment remain.

Aug 23-1920. By paper filed Pentz & Pentz attys enter their appearance for defendant.

Now Aug 20. 1920 Served the within Bill of Equity with notice to cause an appearance within fifteen days from date of service and to file answer within thirty days from date of service on Thomas Pluta, the within named defendant, by handing to him personally ten true and attested copies of the original and made known to him the contents thereof, at his residence, in Sandy Twp, Clearfield County, Penna. So avers A. M. Gorman, Sheriff.

Sept 21-1920 Defendants answer filed.

Now Sept 21-1920. Time of filing answer waived. The within answer served on us by copy and service thereof accepted for Joseph Kiatrak the Complainant. Kramer and Kramer attys.

Oct 2-1920 Replication filed

Now Oct 2-1920 The plaintiff joins issue on allegations contained in the defendants answer. Kramer and Kramer attys for plff.

Feb. 1, 1921. Notice of Lodging Testimony filed

Feb. 1 1921 Testimony Lodged.

Feb-17-1921. Plaintiffs requests for findings filed.

March 3-1921 Defendants request for findings of Fact and Law filed

April 4-1921. Exceptions to Plffs request for finding of fact filed by Attys. Pentz & Pentz. with Service accepted 4/4/21. by attys Kramer & Kramer

April 4-1921. Motion to amend Defendants Request for Conclusions of law filed with Service accepted 4/4/21 by Kramer & Kramer atty for plff

April 25-1921 Exceptions to defendants requests for findings filed, with Service accepted 4/25/21 by Pentz & Pentz atty for Deft.

Oct 4. 1921 Findings & Discussion filed as follows

Now. Oct 3. 1921 it is ordered that the Prothonotary shall enter a decree nisi in accordance with the Findings herein made & shall give notice thereof to the parties or their Counsel; whereupon exceptions may be filed by either party within ten days

Contd on Page 157

September Term 1920

M & H

United Traction Street Railway Company

Aug 21–1920 Plaintiffs Bill in Equity filed by Miller & Hartswick

Your orator complains and says

First- That the United Traction Street Railway Company, is a corporation, incorporated april 1, 1905, organized under the laws of the Commonwealth of Pennsylvania, for the purpose of constructing, maintaining & operating a street railway for public use in the conveyance of Passengers between a point in the public road in Sandy Twp Clearfield County Penna, the terminus of the Du Bois Traction Company Railway upon the line between the Anderson Smith Farm and the Andrew Canty Sr. tract thence by the several courses & distances named in its articles of association, to a point in the village of Sykesville Jefferson County, Penna and its charter is recorded in the office for the recording of deeds in and for Clearfield County in Miscellaneous Docket #3 Page 19, and its principal office is in the City of DuBois, Penna

Second: That in pursuance of its incorporation and the authority thereby granted it said company constructed and built a line of railway between the points named in its charter and has since been maintaining & operating its street railway for the uses specified in its Charter, and is so doing at the present time.

Third: That in building, maintaining and operating said street railway as aforesaid, it was necessary to locate its line of railway over and across a certain tract of land situate in Sandy Twp. Clfld County, Penna and owned by Frank Hahne, M. J. McCreight & Jacob Neil

Fourth: That in and by a certain article of agreement dated Sept 13–1905 and recorded in the office for the recording of deeds in and for Clearfield County, in Miscellaneous Docket #10 Page 476 the said Frank Hahne, M. J. McCreight and Jacob Neil did grant and give to the said United Traction Street Railway Company a right of way for said street railway across and over the aforesaid lands of the Buffalo and Susquehanna Railroad Company as shown by a blue print attached to said agreement of record as aforesaid: and immediately after the granting of said right of way the said United Traction Street Railway Company entered upon said lands and built & constructed its railway line and has since been maintaining and operating said railway line and its cars for the purposes named in its Charter,

Fifth That said line of street railway so built, maintained and operated by your complainant is operated by means of electricity, and as a part of said railway system it is necessary for your complainant to have and maintain certain poles along the track or road bed so as to support and carry a line or wire to furnish and conduct the current of electricity along the same, said track or road bed, as well as the pole line, being erected and maintained within the right of way twelve feet in width granted to it by the said Frank Hahne, M. J. McCreight & Jacob Neil as hereinbefore set forth.

Sixth That in the year 1915 long after your complainant had built and constructed said line of railway, including its track & road bed and pole line, as hereinbefore stated, and while your complainant was maintaining and operating said street railway, under its Charter, by a proceeding had in the Court of Quarter Sessions of Clearfield County, to #2 September Sessions 1915

William I. Schaffer atty General.
Robert S. Gawthrop Deputy atty General
William I. Swoope Deputy atty General.

Lewis S. Sadler Commissioner of Highways of the State of Penna
T. D. C. Stackpole Dist. Engineer of District-No 1

Jan 31–1921: Rule of Court to Pro Ralston Sheff Gorman Printing Pffs Bill Stenographer Ralston Boalty

Geo Ralston 2.50
" " 1.50
" "2 Cert Copies to Shff. Pfffell 1.00
" " " " " aff & order for Serv'd 1.00
Sheriff Gorman serving Bill 12.96 ~~25.00~~
Pro Ralston 1.50
Pro Ralston .50
Sheff Gorman serving Injunction 12.8.96 ~~34.50~~
Pro Ralston .50
Pro Ralston .50
Pro Ralston .50
printing "Pffs Bill (ex 607) 18.00
~~99.50~~
89.42

Jan 31–1921: Rule of Court to Pro State Highways Sheff. #7.50 61.92 18.00 #89.42 Boalty

a certain public road was relocated through the lands of the said Frank Hahn M. J. McKnight and Jacob Weil and after being confirmed by said Court was duly viewed by the proper authorities of Sandy Twp.

Seventh That in the relocation of said public road the aforesaid right of way granted to your Complainant was not interfered with nor any part thereof taken for the use of said public road; but the centre line of said public road at all places along the railway of your Complainant was located a distance of twenty-four and five-tenth feet from the nearest rail of your complainants railway to said public road. all of which more fully appears by reference to the proceedings had for relocating said public road to the above number and term of court

Eighth That your Complainant avers, upon information and belief, that the public road as relocated by the aforesaid proceedings to #2 September Sessions 1913 in the Court of Common Pleas of Clearfield County, has since been taken over as a part of the system of State Highways of the Commonwealth of Pennsylvania, and is now a part of the Highways being built & maintained by said State; and that said road is now being rebuilt and constructed under the direction, supervision and control of the Highway Department of Pennsylvania

Ninth That Lewis S. Sadler is the Commissioner of Highways of the Commonwealth of Pennsylvania and that D. le Stackpole is the engineer of District #1 in which said public road aforesaid is located & being rebuilt; and that the rebuilding of said road is under the direct control and direction of the said Lewis S. Sadler Commissioner of Highways and D. le Stackpole, District Engineer as aforesaid.

Tenth That the pole line maintained by your complainant, in connection with its street railway, as hereinbefore set forth, is not within the lines of the public road as laid out in the proceedings had to #2 September Sessions 1913 and is not within the lines of the road or highway as taken over by the Department of Highways of the Commonwealth of Pennsylvania.

Eleventh That the Highway Department of the State of Pennsylvania allege that certain poles of your Complainant, maintained as aforesaid, are located within the right of way of said road or highway, and that the same must be removed therefrom by your complainant, and by a letter dated Bellefonte, Pa August 17-1920, (a copy of which letter is hereto attached and marked "Complainants Exhibit A") notice was given to your Complainant that said poles must be moved within ten days from that date or that they would be compelled to cut same off and move them from their right of way.

Your orator therefore, prays that a rule may be granted returnable to such time as your Honorable Court may fix, on the said Lewis S. Sadler Commissioner of Highways of the Commonwealth of Penna, and D. le Stackpole, District Engineer of District #1 to show cause.

First:- Why an injunction should not be issued restraining the said Lewis S. Sadler Commissioner of Highways of Pennsylvania, & D. le Stackpole, District Engineer of District #1 their agents, servants & employees, from interfering with, cutting off and moving said poles from their present location.

Second That your Complainant be awarded its cost in this proceeding

Third Such further and equitable relief as which your orator may be entitled,

Miller & Hartswick, Solicitors for Plff.

Order of Court- Now the 21st day of August- A. D. 1920, the within bill of complaint presented, read and considered & thereupon a rule is granted upon the defendants therein named to show cause why an injunction should not be granted in this case as prayed for by the complainant: said rule is returnable to and shall be heard on Friday the 27th day of August- A. D. 1920 at 9 o'clock A. M.

By the Court- Langkein Bell. P. J.

Aug 23-1920 Affidavit and order for service filed

And Now, the 21st day of August- A. D. 1920 it- appearing to said Court- by an affidavit duly presented and filed in the above entitled case, that- Lewis S. Sadler, Commissioner of Highways of the State of Pennsylvania, and D. le Stackpole, District Engineer of District #1 have no offices within the County of Clearfield, Penna & do not reside within said County, and cannot be found within said County so as to make service of this Bill upon

them, but that Lewis S Sadler has his principal office in the City of Harrisburg Dauphin County, said State, and D C Stackpole has his office in Bellefonte, Centre County, said State on motion of Miller & Hartswick solicitors for Complainant, it is ordered and directed that the Bill of Complaint in this case shall be served upon the said Lewis S Sadler, Commissioner of Highways of the State of Pennsylvania in Dauphin County, Pennsylvania, and upon D. C. Stackpole Dist Engineer of Dist #1 in the County of Centre, Pennsylvania, that said Bill of Complaint shall contain a notice to the said defendants to cause an appearance to be entered for them in the Court of Common Pleas of Clearfield Pennsylvania within fifteen days after service thereof upon them, and to file their answer within thirty days after the said Bill of Complaint has been served upon them, that the rule granted on motion of Complainants be returnable to and heard on Friday the 27 day of August A. D. 1920 at 9 O'clock A. M. before the Court of Common Pleas of Clearfield County, at Clearfield Penna, and that a copy of this order be served on each of said defendants along with the said Bill of Complaint and that affidavit to the service in each case be returned and filed in said case as required by law

By the Court- Bunnell Bell P.J.

Sheriffs return on Rule ~~Prelim~~ etc Served the within rule together with Plaintiffs Bill aug 23-1920 upon Lewis S. Sadler, Commissioner of Highways of the State of Pennsylvania, by handing an attested Copy of said rule and Plaintiffs Bill. And a copy of the order Authorizing the service thereof to H. N. Fry, Secretary to the said Lewis S. Sadler, Commissioner of Highways of the State of Pennsylvania, at the Office of the said Commissioner of Highways in the City of Harrisburg, Dauphin County, Pennsylvania. The said H. N. Fry for the time being in charge of said Office And upon D. C. Stackpole, District Engineer of District No 1. by handing an attested Copy of said rule, with Copy of Plaintiffs Bill & Copy of the Order Authorizing the service thereof, personally at Bellefonte, Centre County, Penna So Answers A. M. Gorman Sheriff.

Aug 28-1920 Order of Court filed awarding Injunction.

Aug 30-1920 Pltffs bill filed by Pltffs Atty.

Now Aug 30-1920 Served the within writ of Injunction upon Lewis S. Sadler, Commissioner of Highways of the State of Penna by handing to him personally a true and attested Copy of the original Making known to him the contents thereof, at the Office of said Commissioner of Highways, in the City of Harrisburg, Dauphin County, Pa. And upon D. C. Stackpole, District Engineer of District No. 1, by handing an attested Copy of said writ of Injunction to W. J. Carl, Assistant to said D. C. Stackpole, Dist Engineer of Dist No 1, in the Office of said District Engineer, in the Borough of Bellfonte, Centre Co, Pa, the said W. J. Carl for the time being in charge of said office So says A. M. Gorman Sheriff.

Sept 3-1920. Def[t]s paper filed, William I. Schaffer Attorney General, Robert S. Gawthrop Dep atty General and William I. Snyder, Deputy atty General, enter their appearance for the defendants.

Sept 3-1920, Service accepted on Pltffs. Bill by Attys for defendants, by copy.

Now Sept 3-1920. On application of defendants, this case is continued to Sept 27th 1920; the preliminary injunction heretofore awarded is continued in force to said date, and the time for defendants to file their answer to plaintiffs Bill is extended to September 27-1920, the date for final hearing to be fixed by the Court when the defendants' answer is filed By the Court. Singleton Bell P.J.

Nov. 3 1920 Testimony & Draft filed.

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December Term 1920

A M Liveright	Lost Run Coal Mining Company & John Diem, S P Kuntz, R L McTavish & Jacob Sowtzinger Plaintiffs / John C. Cochran & Geo W. Miller Defts		Nov 26-1920 Bill in Equity filed The plaintiffs, Lost Run Coal Company, John Diem, S. P. Kuntz, R. L. McTavish complain of the defendants, John C. Cochran & George W. Miller, as follows; (1). The individual complainants except R. L. McTavish, who is a resident of Jefferson County are residents of Clearfield County Pa. and the Corporate complainant is a corporation organized under the laws of Penna with its principal office at Munson Clfd County, Penna, (2). The defendant Dr John C. Cochran, is a resident of St Marys, Elk County, Penna, and the Deft George W. Miller is a resident of Big Run, Jefferson County Penna (3). The property, the subject of this Bill in Equity is situated wholly within Clearfield County Penna
Pro Ralston Sty atty.		2.50	
Pro Ralston affts.		1.50	
" "		.50	
" "		.50	
" "	Def.	1.75	
Shff Gorman		29.40	(4). Under date of Aug 3-1915 The Defts leased to
Pro Ralston		.50	J E Frederick John Diem, S P Kuntz, O C Frederick &
" "	Subs Comp & Def.	2.25	R L McTavish, all the marketable coal in the two
" "	Motion to Con.	.60	upper veins of coal then open on the McKissell
" "	Ser	.50	Farm, situate in Bell Twp Clfd County, Penna, Containing
" "	appeal	.50	of 187 acres more or less, upon the terms, conditions &
Thomas Barr (Clk 1761)		27.62	covenants, and with the rights & privileges therein stated
Pro Ralston		.50	& stipulated. A copy of said lease is hereto attached,
"		.50	marked Exhibit "A" and made a part of this bill
"		.50	J E Frederick & O C Frederick in due course transferred
"		.50	their interest in said lease, to R L McTavish, & R L
		70.12	McTavish, John Diem, & S P Kuntz, entered into an
			agreement with Jacob Sowtzinger whereby each of the
			four became the one fourth owner of said lease
			(5). Under date of Oct 10, 1919 Jacob Sowtzinger, S P Kuntz
			John H Diem, & R L McTavish transferred & assigned to
			Lost Run Coal Mining Co. all their interest in the said
			agreement of August 3-1915,
			(6). That the leasehold so obtained under date of Aug 3 1915
			was an undeveloped & unimproved coal property lying
			above the Hillman Branch of the Cresson Division of
			the Penna R.R. not far from Glover Run mines of the
			Madeira Hill Coal Mining Co, & to make it profitable either
			to the lessors or the lessees required that it should be opened
			and developed & made a going business with an outlet
			by rail to the markets, That there was no other
			possible outlet to market than the lines of the
			Penna Railroad,
			(7). That by the terms of the lease the lessees were required
			to pay a royalty of ten Cents (10) the net ton for coal mined
			from the demised premises
			That plaintiffs and their predecessors in title began
			promptly to prospect & open said Coal lands & pursued
			their work diligently preparatory to opening & operating
			a coal mine thereon with a view of mining & shipping
			coal at the earliest possible date That Cushion coal was
			actually removed from the premises as early as Oct 1918
			but the actual shipments of coal by rail did not & could
			not begin until November 1919

March 27-1923 Recd costs of Plff
viz: Shff Gorman $29.40 Thos Barr $27.62
Pro Ralston $10.60 total Rec'd $67.62
Geo W Ralston
Pro,

(continued from Page 168

(8) That pltffs & their predecessors in title to the lease promptly, earnestly & vigorously endeavored to obtain siding facilities to enable them to ship coal from the leased property to market but from the time they entered into the contract with the defendants until march 1920 the Penna R.R was in the hands & control of the U.S. R.R administration, and the pleas of the pltffs for transportation facilities were constantly postponed by it: The plaintiffs finally obtained a railroad siding at their own cost & expense & were granted a switch connection, & it first became physically possible to remove coal by rail in Nov. 1919.

(9). That the pltffs. have exerted every effort & have spared no expense to develop, install & equip a first class mine, have ample mine cars, hoisting devices, rails, incline planes, & inside & outside development to produce not less than two cars of coal a day, & given proper R.R. facilities & labor conditions permitting.

(10). That the Penna R.R Co. has accorded the mine of the plaintiffs a rating of two cars or one hundred tons a day. & pltffs. have endeavored by all lawful means to obtain transportation facilities, but it has been impossible to obtain the same & plaintiffs have been compelled & required to mine & ship to market such quantity of coal as their car supply permitted.

(11). Pltffs. have regularly settled with the Defts & accounted to the Defts for royalties upon coal mined & shipped, & no royalty is in arrear.

(12). That on the 29th day of Oct-1920 the defts caused to be served upon the individual pltffs in this proceeding the following notices

(13) Pltffs on Nov. 5, 1920 had a conference with George N. Miller, one of the Defts in which they explained to him that conditions provided for in their lease had rendered it impossible to comply with the strict letter of the minimum clause of the contract; & requested the Defts to withdraw said forfeiture notice, but the said George N. Miller, refused so to do & stated that said notice would be & remain in full force & effect & that it was the intention of the lessors to take possession of the lessees property on the thirtieth day of Nov. 1920.

(14). That continuously since operations were begun on the leasehold by the lessees, it has been impracticable by reason of want of RR facilities & other causes beyond the control of the lessees, to mine the minimum quantity of coal contemplated under the lease in periods when the lessees are not excused from mining such quantity or paying the deficiency because they have not so mined, In that behalf the plaintiffs aver that up to Nov 1919 they had no siding connection whatever, that since said time notwithstanding their readiness from a physical standpoint to produce two cars of coal a day there has been a marked & prolonged car shortage of National scope & of particular severity on the lines of the Penna R.R & that their average car receipts have been much less than 40% of their rating that these conditions are such that Pltffs have been unable notwithstanding persistent efforts to overcome them. The Pltffs further aver that the car service to their mine has been most unsatisfactory The railroad trains coming into the Hillman Branch with cars but three times a week, & that they have been severally handicapped by this condition as well.

(15). Pltffs. further aver that they have been prevented from mining the minimum quantity of coal, to wit, twenty thousand tons a year, on account of the marked labor shortage & stringency which has prevailed in the coal regions in central Penna for the past two years, & that they have been compelled to operate their mine with less than 50% of the men for whom places have been available, They aver that they have made every reasonable & legitimate effort to obtain additional mining labor, but they have failed on account of the general labor conditions which are prevalent

16). Pltffs aver labor conditions are utterly beyond their control & an unavoidable cause for their failure to mine the minimum quantity of coal.

18) That to promote greater efficiency at the mines & the production of a larger tonnage pltffs have tried to bring about the installation of electrical power, with a view of cutting their coal by mining machines, but up to the present they have been unable to induce the power company operating in their district to extend its lines on account of the present heavy load carried by its wires. machinery & equipment. That they have reason to believe in the not distant future a power line will be extended to their vicinity & enable them to conduct their

December Term 1920

Continued from Page 169

operations with that advantage

Plaintiffs, therefore pray the Court as follows

a To enjoin & restrain the defendants, their attys, servants, agents & employees from enforcing any forfeiture of the lease of Aug 3, 1918 referred to in Bill of Complaint as Exhibit - "A"

b, To enjoin & restrain the Defts from taking possession of the Mikesell Farm, & of the improvements, lying or being thereon, or any or either of them,

C) To order & direct the Defts to withdraw said notice of forfeiture of Oct 29, 1920, set out at length in the Bill of Complaint.

D To order & direct such other & similar relief in the premises, including the payments of costs by the defendants, as may be just and appropriate in the circumstances. Soss Run Coal mng Co by Jacob Smutzinger Pres. Jacob Smutzinger, S P. Kurtz representing themselves and the other Plaintiffs

Order of service Now Nov. 26-1920, it is ordered & decreed that service of this Bill in Equity be made upon Dr John C. Cochran, at his residence or place of business in St Marys, Elk County, Penna, or elsewhere within the State of Penna, & that service thereof be made upon George N. Miller, at his residence or place of business in Big Run, Jefferson County, Penna or elsewhere within the State of Penna, appearance to be entered within fifteen days and answer is to be filed within thirty days after service in accordance with the practice prevailing and the notice indorsed on the Bill in Equity. By the Court.

Singleton Bell, P J

Nov. 26-1920 Injunction affidavit of William Retter, Maurice Sawyer, John Diem filed

#1000 Bond Injunction Filed & Approved Nov 26-1920 By the Court.

Singleton Bell. P.J.

Nov 26-1920 Order awarding preliminary Injunction

The Injunction Bill of Soss Run Coal mining Co. and others as complainants against John C Cochran & George N. Miller presented & considered, together with accompanying Injunction affidavits, two of which have been made by persons other than the complainants, & bond at the same time having been tendered by the complainants in the sum of One Thousand Dollars, with sureties satisfactory to the Court; conditioned as required by law.

It is ordered, adjudged & decreed that the Defts, John C Cochran & George N Miller, and each of them, and their & each of their attorneys agents, & representatives be, and they hereby are enjoined & restrained from forfeiting, terminating or annulling that certain coal lease agreement bearing date of August 3, 1918, made by said John C. Cochran & George N. Miller, with J. E. Frederick John Diem, S P Kurtz, N C Frederick & R L McTavish, stated by the Bill of Complaint; as now belonging to Soss Run Coal Mining Company and said John C Cochran & George N. Miller, their attys agents, representatives & employees are also enjoined & restrained from taking possession of the two upper veins of coal or any part thereof situate on the Mikesell Farm in Bell Twp Clearfield County, Penna, described in said lease or of any of the property, equipment & improvements of Complainants situate upon or connected with the leasehold.

This Injunction shall be taken as dissolved unless a motion to continue same shall be argued before the Court on the 6th day of Dec. 1920, at 9 o'clock A M. or at such other time as the Court may direct.

Service of this Injunction is directed to be made upon the Defts in the same manner as service of the Bill in Equity

Continued from Page 188

has been ordered by the Court. By The Court-
Singleton Bell P.J.

Nov 26-1920. Writ of Injunction issued;

Mod Nov 26-1920. Served the within writ of Injunction upon George Miller, defendant by handing to him a true & attested Copy of the original & Making Known to him the contents thereof at his residence at Big Run, Jefferson Co. Penna. Mod Nov 27-1920. Served the within writ of Injunction upon John C. Cochran, defendant by handing to him a true and attested Copy of the original & making Known to him the contents thereof at his Office at St Marys, Elk Co. Pa. Also served on each of the above defendants Copies of Bill of Complaint with to Cause an appearance within 15 days and file answers within 30 days from date of service. A. M. Gorman, Sheriff.

Dec 6-1920, Bills Complaint filed.

Dec 6 1920 Motion for continuance filed.

Dec 6 1920 Settlement filed and Approved by the Court.

December Term 1920.

Miller and Hartwick — General Refractories Company, a corporation

Plaintiffs Bill in Equity filed Dec 4-1920 by Miller & Hartwick attys

Your orator complains & says

First: That the General Refractories Company is a corporation, incorporated under the laws of the State of West Virginia, duly registered, authorized to do business in the County of Pennsylvania, & has its principal office in the State of Penna at 1512 Chestnut St Phila Pa

Dec 4 — 2

John Craig.
Frank Croyle and
Jacob Schneider

(Sec) That Benjamin Sweal & wife, by their deed dated the 25th day of June AD 1886 & recorded in the office for recording of deeds in & for Clfd County, in Deed Book #38 Page 258 conveyed to Beyamin F Kephart, his heirs & assigns, all that certain tract or parcel of land situate & lying in Decatur Twp, Clfd County & State of Pennsylvania, bounded & described as follows, viz:

Beginning at a dead pine; thence south one hundred twenty four perches to a post. Thence East one hundred twenty four perches to a post; thence north one hundred twenty-four perches to a post. Thence West one hundred twenty-four perches back to the place of beginning containing 100 acres more or less, thereby vesting a fee simple title in said premises in the said Benjamin F Kephart.

Geo Ralston By 12/31/20 Atty $2.50
Pro " (2 oz scl 3 cop Cert) 1.50
Shff Gorman A.M.G 13.50
Pro Ralston .50
" .50
" 1.50
" .50
" .25

Jan. 10 1922 Rec'd of Miller & Hartwick Attys 18.75 Costs Shff Gorman $13.50 Pro Ralston $5.25
Geo W Ralston Pro

(Third) That the said Benjamin F Kephart & wife, by their Deed dated the 6th day of march A.D 1894, & recorded in the office aforesaid, in Deed Book No 84, Page 130 on May 16, A.D 1894, conveyed to John J Bush, his heirs and assigns the aforesaid tract of land as described in the preceding paragraph, the said Beyamin F Kephart for himself & for his heirs & assigns reserving all the fire clay in, under & upon the said described tract or piece of land with the right to remove the said fire clay therefrom

(Fourth) That the said Beyamin F Kephart & wife, by their deed dated the 8th day of Sept A.D 1896, & recorded in the office aforesaid in Deed Book No 94 Page "501" on Oct 28-1896, Conveyed to W D Crosby, his heirs & assigns all the fire clay situate, lying & being in, under or beneath the surface of the hereinbefore described tract or piece of land, the surface of which were conveyed unto John J Bush by said grantor by Deed bearing date of March 5-1894 in which last mentioned conveyance the said Beyamin F Kephart for himself, for his heirs & assigns, reserves all fire clay in, under & upon the above mentioned tract or piece of land, with the right to remove the said fire clay therefrom

(Fifth) That the said John J Bush & wife, by their Deeds dated the 4th day of May A.D. 1894, and recorded in the office aforesaid in Deed Book No 84 Page 131 on May 16, A.D 1894 & the 29th day of November A.D 1901, and recorded in the office aforesaid in Deed Book No. 121 Page "84" on Dec 7, A.D. 1901, Conveyed the aforesaid tract or piece of land as hereinbefore particularly described in Paragraph "2" to Charles F Bush his heirs & assigns Excepting and Reserving in the first deed aforesaid

to the said John J Bush, for himself, for his heirs and asigns all the fire clay in, under and upon the tract or piece of land therein described, with the right to remove the said fire clay therefrom, & excepting & reserving in the second deed hereinbefore mentioned all the fire clay & rights to remove the same as reserved to Benjamin F Kephart in Deed to the said John J Bush bearing date the 5th day of March A.D. 1894

Sixth That the said Charles F Bush & wife David Hallman & wife, and Edward Lindemuth, by their Deed dated the 11th day of Feb A.D 1909, and recorded in the Office aforesaid in Deed Book Vol. 190 Page 367, on May 11, 1912 Conveyed to J J Coffey his heirs and assigns, all that certain piece or parcel of land situate in the Twp of Decatur, County of Clearfield & State of Penna bounded & described as follows viz

Beginning at McClarren corner of Southeast corner of Crosby lease; thence North 84° 15' West 1050 feet to the line of the Right of way of the extension of the Coal Run Branch of the Pennsylvania Railroad; thence by said Right of Way in a Northerly direction 505 feet to a post thence South 84° 15' East 983.5 feet to a post thence South 5° West 500 feet to place of beginning & containing 19 acres. Be being part of the land sold on agreement by the said Charles Bush to the said David Hallman & being the same land sold by the said David Hallman to the said Edward Lindemuth, no deeds having been delivered. Excepting & Reserving all the coal, coal oil, fire clay and minerals of every kind and character.

Your Orator therefore prays that a rule may be granted, returnable to such time as your Honorable Court may fix, on the said John Cragg, Frank Cowyle, & Jacob Schneider to show Cause

First: Why an injunction should not be issued, restraining the said John Cragg, Frank Cowyle & Jacob Schneider from the mining & removing any of the fire clay now remaining in the aforesaid nineteen acres of land owned by the Complainant as aforesaid, either by mining or removing any of the pillars and stumps remaining therein, or by stripping the surface of said land, or by any other means, manner, or method that would, or might result in the injury, damage or destruction of the surface of said land,

Sec. That the said defendants be compelled to account for & pay to the Complainant the damages which may have resulted to the complainant by the acts of the defendants,

Third, That the defendants be compelled to pay costs of this proceeding,

Fourth and that Complainant be given such further and equitable relief to which it may be entitled Miller & Hartswick Solicitors for plaintiff

To John Cragg, Frank Cowyle & Jacob Schneider; -

You are hereby notified & required within 15 days after service hereof on you to cause an appearance to be entered for you in the Court of Common Pleas of Clearfield Cnty, Penna Sitting in Equity, & to file your answer within Thirty days to the within Bill of Complaint of the within named General Refractories Company, a Corporation and to observe what the said Court shall direct.

You are also notified that if you fail to comply with the above direction by not entering an appearance in the Prothonotary's Office within 15 days or filing an answer within 30 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 Penna this 30th day of November A.D 1920.

Miller & Hartswick Solicitors for plaintiff

And now the Fourth day of December 1920, the within Bill of Complaint presented, read and considered, and thereupon a Rule is granted upon the defendants therein named to show why an Injunction should not be granted in this case as prayed for by the Complainant. Said Rule is returnable to and shall be heard Saturday, the Eleventh day of December A.D. 1920, at eleven o'clock A.M. By the Court Singleton Bell P.J.

Now Dec 4-1920 Rule issued

Now Dec 11, 1920 the Defendants ask for an adjournment to enable them to properly prepare their side of the case & it is agreed that hearing be continued until Saturday December 18th 1920, at 11 o'clock A.M. - it is further agreed that the present status on the property shall be preserved pending the adjourned hearing aforesaid

By The Court

Singleton Bell P.J.

Continued on next Page

No 2 Dec T. 1920

Now Dec 6-1920. served The within Rule with copy of Bill in Equity with notice to cause an appearance within 15 days and file answer within 30 days from date of service on Frank Croyle by handing to him personally a true & attested copy of The within Rule and Bill of Complaint with notice, etc., and making known to him the contents thereof. also served the within Rule and Bill in Equity with notice to cause an appearance within 15 days & file answer within 30 days from date of service on John Lerago, and Jacob Schneider by leaving a true and attested copy of The original Rule and Bill of Complaint with notice, etc., with an adult member of their families at There residence

So Answers E M Gorman, Sheriff

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Feby. Term 1921

M & N — James H. Allport

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Huntingdon & Clearfield Telephone Co.

Dec 24 – 1920 Bill in Equity filed

To The Honorable Singleton Bell President Judge of said Courts:

The above complainant brings this bill of Complaint against the defendant above named on his own behalf and on behalf of all others in like case or situation tendering to such other persons the right to intervene if they see fit; and thereupon he complains & says

1) That he is a citizen of the Boro of Barnesboro, Cambria County, Penna, resident therein. The Huntingdon & Clearfield Telephone Company is a corporation created by and under the laws of the State of Pennsylvania having a system of telephone lines in the Counties of Clearfield, Cambria, Centre, and Indiana, Pennsylvania with offices in the Borough of Clearfield County and state aforesaid.

2) That the officers of the defendant Company are Thomas J Lee, Shelpsburg, Penna, Pres, J W Wrigley, Clfd, Pa Vice-President H B Hartswick Secretary and A W Lee, Jr Clfd Pa Assistant Treasurer.

3) That the defendant operates telephone lines and telephone exchanges in the counties of Clearfield Cambria, Centre, and Indiana, in the State of Penna

4) That the defendant Company has indebtedness of various Kinds and classes as follows:

(a) First mortgage, five per cent Thirty year gold bonds, issued to the amount of five hundred Thousand dollars, which are secured by corporate mortgage or deed of trust to Clearfield Trust Co, Trustee, of record in the Recorder's office at Clfd, Pa, in mortgage book No. 18 Page 37 etc. which bonds are payable January 1, 1934,

(b) Monthly operating charges approximately $6,000.00

(c) Taxes aggregating approximately $15,000.00

(d) Interest on bonds, unpaid 16,055.00

(e) Accounts & bills payable approximately 149,400.00

5) That Complainant is a stockholder and a creditor of the defendant Company, has stock to the par value of over $1,000.00, and being an unsecured Creditor to the amount of at least one thousand dollars

(a) That a receiver may be appointed with full power and authority to demand, sue for, collect, proceed and take in his possession goods, chattels rights, credits, money & effects, lands tenements books, papers and property of every description belonging to defendant, The Huntingdon & Clearfield Telephone Company, and that said receiver may be granted by the Court full power and authority to manage and operate the various Telephone exchanges and lines of the defendant and to preserve and protect its Corporate franchises and property and to preserve and to

Pro Ralston 12/31/20. By atty 2.50

Pro. " .50 .50

" " Decree 2.00

" " " cert 1.00

" " .50 .50

" " .50

" " .50

" " .50

" " .50

2/15 " " .50

2/24/21 " " .50

4/8/21 " " 1.00 .50

6/4/21 " " .50

6/2/21 " " .50

" " " .50

$17.50

Aug 30-1921 Rec'd of Clfd Trust Co Receiver's $15.00 Bro Ralston Costs due, Geo W Ralston Pro

Pro Ralston .50

" " 1.50

" " being petition .50

2-14-24 " " order Co 1.50

" " asst " 5.00

3-14-24 " " .50

" " .50

" " .50

" " .50

" " .60

" " 1.50

11-29-24 .50

12-31-24 " " orders 1.50

January 9 1924 Rec'd of H & C Tel. Co 15.00 being Costs in full, Geo W Ralston Pro.

3/13/25 Prothy copy confirming sale 3-13-25 said 2.00

May 14, 1925 Recd from Clfd Trust Co 15.00 for filing & adv account Geo W. Ralston Pro

protect its corporate franchises and property, and to preserve said property from being sacrificed under any proceedings which can or may be taken likely to prejudice or sacrifice the same,

(b) That an injunction may issue against the defendant and all persons claiming to act under it and all other persons to restrain them from interfering with the said receiver taking possession of and managing and operating said property, and to restrain them from seizing or otherwise interferring with the property of the defendant.

(c) That the complainant may have such further relief in the premises as may be meet and as may be agreeable to equity Miller & Hartswick, Solicitors for Complainant

To the Huntingdon & Clearfield Telephone Company the above named defendant:

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 and to file your answer within thirty days to the within Bill of Complaint of the within named James H Gillpors- and to observe what the Court shall direct. You are also notified that if you fail to comply with the above direction by not entering an appearance in the Prothonotarys office within fifteen days, or by not filing your answer within thirty days, your will be liable to have the Bill taken pro. confesso, and a decree made against you in your absence,

Witness my hand at Clearfield, Pa, on the 24 day of December A D 19

Miller & Hartswick, Solicitors for Complainant, Clearfield Pa

Dec 24, 1920, Defendants answer filed The defendant, The Huntingdon & Clearfield Telephone Co, makes answer to the Plaintiffs Bill of Complaint in the above stated case as follows:

1) The defendant admits substantially the allegations contained in the Plff's Bill of Complaint

2) The Defendant further admits that Creditors are pressing who seek immediate payment of their accounts, several of whom are already upon the record in said Court, and that judgment against said Company will soon be obtained. That at the instance of such Creditors, its property is likely to be exposed to sale in parcels, and the value thereof to be sacrificed, wasted and greatly depreciated, and that the interest of its creditors generally, and its stockholders will thereby be greatly endangered, if not entirely sacrificed

3) The defendant further admits & emphasizes the fact that if a suspension of its operations is compelled by the action of its Creditors, great depreciation and irreparable injury will be caused, not only to it, the Huntingdon & Clearfield Telephone Company but also the plaintiff and other Creditors & stockholders

(4) The defendant, therefore, joins in the plaintiffs prayer for the appointment of a Receiver, and asks this Honorable Court to take the Defendants valuable property into custody and control, and manage the same for the best interests of all parties concerned, Huntingdon & Clearfield Telephone Company,

by H. B. Hartswick Secretary

Dec 24-1920 Order appointing Temporary Receiver filed, and now to wit This 24 day of Dec A D, 1920 on consideration of the Bill in Equity and Answer filed in the above case, and upon due notice to the defendant having been given:

It is ordered and decreed, That Clearfield Trust Company be and he is hereby appointed Temporary Receiver, of the rights and franchises of Huntingdon & Clearfield Telephone Co, A corporation defendant, security to be entered by said Receiver in the sum of $25000.00, with leave to the petitioner, to move for the appointment of a Permanent Receiver, upon the 10th day of January 1921, at 10 A. M, upon notice to all known creditors and parties in interest ten days prior thereto. It is further ordered and decreed that said Receiver be and he hereby is authorized and empowered to conduct the business of said defendant Corporation as a going concern from this date until the 11 day of January 1921, with leave at that time to move for permission to conduct said business for a further limited period of time.

It is further ordered that said Receiver immediately take possession

Contid on Page 180

Feby Term 1921

McGrath & Liveright:

Dec 31

Oran Myers

2

W A Gulbransen

Geo Ralston	1/4/20 By atty	8	2.50
"	"		1.60
			1.50
Shff	Gorman a.m. &.		7.10
Bro	Ralston		25
			12,45

5 Subpoenas

May 5-1921 Rec'd Ck from W.A. Gulbransen for $12.45 - Costs as stated Geo W Ralston Bro.

Dec 30, 1920 Bill in Equity filed

To the Honorable Singleton Bell, President Judge of said Court:

Your orator complains and says:

(1) That prior to June 2 - 1920 he was the operator of a bituminous coal mine in Bigler Twp, Clearfield Co. Penna, known as Vulcan No. 1, consisting of a lease & improvements, a railroad siding and certain equipment.

(2) That on or about June 2 - 1920 he entered into a parol agreement with W. A Gulbransen of Houtzdale, Penna, the defendant above named whereby a partnership was formed in which your orator & said Gulbransen became equal one half owners of said Vulcan No. 1, mine. The style of the partnership was and is Myers Coal Company

(3) That by the terms of the partnership agreement your orator became the production manager and devoted all his time to promote & further the business partnership, being actively in charge of operations. That the defendant had charge of sales of coal and of the books, but devoted a large part of his time to other business enterprises with which he was identified. To relieve him of the details of book matters, a bookkeeper was employed and paid by the firm. all moneys payable to the firm were collected by the defendant -

(4) That the defendant W. A Gulbransen notwithstanding this trust relationship as the Complainant has treated the sales branch of the business and the bookkeeping and accounting substantially as an individual matter, has failed to keep and maintain proper books of account - and has failed to render a proper account to Complainant. He has also withheld from the Complainant his share of the earnings of the partnership which complainant knows to have been very large by reason of the fact that substantially all the coal produced was sold at prevailing market prices from June 1st December 1920.

Wherefore your orator pray.

(1) That a dissolution of the partnership known as Myers Coal Company be decreed

(2) That a receiver be appointed to take charge of said partnership, its books, accounts, property & business

(3) That the said W. A Gulbransen be required to state an account of all the partnership transactions and be decreed to pay to your orator what shall be shown by said accounting to be due to your orator

(4) That the said W. A. Gulbransen, be restrained from buying, selling or collecting for Myers Coal Company, from taking any of its goods, property or cash and from in any manner interfering

with said firm or with the partnership properly
(3) That the Court grant such further and other relief as may in the circumstances be appropriated

Now Dec 30-1920 rule granted on W O Gulbranson to show cause why he should not be restrained from buying, selling or collecting for Myers Coal Company and from taking its goods property or cash or from interferring with the assets and management of said Company, Returnable to second Monday of January 1921

By the Court Singleton Bell P.J.

To W O Gulbranson;- 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, Pa and to file your answer within 30 days to the within Bill of Complaint of the within named Dan Myers, 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 Prothonotary's office within 15 days or by not filing 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

Witness our hands at Clearfield, Pa this 30th day of December 1920

Jno B McGrath & A M Smeltzer, attys for Plff.

Dec 30-1920 Rule issued

Now Dec 30-1920, served the within Rule and Plaintiffs bill of complaint with notice to cause an appearance within thirty days and file an answer within fifteen days on W O Gulbranson, the within named defendant by handing to him personally a true and attested copy of the original rule & Bill of Complaint and making known to him the contents thereof. So ans A M Gorman Shff.

(continued from Page 177 James H Allport vs B & O Telephone Co 1 Feb 7 1921

of all books, papers, records, moneys, stocks fixtures and all property of the above named defendant of every nature and description whatsoever and wheresoever situate and said Receiver is authorized to demand, receive, sue for and collect all moneys which may be due and owing to the defendant and to apply the moneys which shall come into his hands by reason of the collection of its debts or from any source, to the necessary expenses of carrying out the duties of this trust - to the payment of debts now due and owing, to the payment of all necessary charges for the administration of said trust and the conduct of said business for said limited period including such reasonable sums as may be necessary for the employment of clerks, servants agents or other employees, and to the payment of creditors. Said Receiver is further authorized to incur such obligations as in his opinion may be necessary and proper in the ordinary conduct and performance of his duties and the conduct of said business for a limited period and to enter and actions or proceedings to recover assets of said defendant, and to defend actions and proceedings brought against the same.

It is further ordered, that the defendant, its agents directors, officers, servants, employees, and all other persons be and the same hereby are enjoined and restrained from selling transferring disposing of, or in any way interfering with any of the property of the defendant company, or from taking possession of, or in any way interfering with any part thereof, or from in any manner obstructing or interfering with the possession or management of any part of said property, over which the Receiver is hereby appointed, or doing any act or thing to prevent the discharge by the Receiver of his duties under order of this Court.

It is further ordered that the President and other officers of said defendant Company forthwith deliver to the Receiver all of the property and assets of the defendant company, and all books, records, papers, moneys, Choses in action, assets and other property of any nature or description.

By the Court Singleton Bell P.J.

Dec 27 – 1920 Bond filed & approved By the Court Singleton Bell P.J.

Jan 11 – 1921 Motion to Make Receivership permanent filed.

Now this 10th day of January A.D. 1921, Clearfield Trust Company is appointed Receiver of Defendant Company, with a continuation of the powers heretofore vested in it by the Order of this Court, Bond to be filed by the said Receiver in the sum of Twenty five Thousand Dollars, By the Court Singleton Bell P.J.

Jan 11 – 1921 Bond filed & approved. By the Court: Singleton Bell, P.J.

Jan 12 – 1921 Petition filed for leave to sell Automobiles & purchase new Cars

Now this 12th day of January 1921, within petition presented, read & Considered and it appearing to the Court that the facts therein set forth are true, and the Court being of the opinion that it would be to the best interest of the said trust-estate that the said prayer should be granted doth hereby order and decree that the said Receiver shall make sale of the three old automobiles for such prices and upon such terms as to said Receiver may be deemed expedient, And it is further ordered and decreed that the said Receiver be and is hereby authorized and empowered to make purchase of three new automobiles, upon a bailment contract or lease, executing such lease as Receiver and making such initial payment as is required, and also such monthly payments as may be due under the terms of said lease, until the requirements of said lease are complied with By the Court Singleton Bell P.J.

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James H. Allport vs Hole. Telephone Co. #1 Feb 1. 1921 Contd from Page 180

Jan 28, 1921 Petition filed to pay the amount in the aggregate of $788.69

Decree Now January 28, 1921, within petition presented, read and considered and it appearing to the Court that the facts set forth in said petition are true, and the Court being of the opinion that it would be to the best interest of said defendant Company that the said items of expense be paid does hereby order and decree that the said Clearfield Trust Company, Receiver, shall make payment of the various amounts as indicated in the said petition, amounting in the aggregate to $788.69 By the Court Singleton Bell, P.J.

Feby 15-1921 Petition for leave to issue Receivers Certificate filed

Feby 24, 1921, Petition of Receivers to make purchase of Motor Trucks filed

Decree: Now this 24th day of February 1921, within petition presented, read and considered and it appearing to the court, that the facts therein set forth, are true, and the court being of the opinion that it would be to the best interest of the said trust estate, that the prayer of said petition should be granted, doth hereby order and decree that the said Receiver be and is hereby authorized, and empowered to make purchase of a Ford Truck on a bailment contract or lease, executing such lease as Receiver, and to make the initial payment of two hundred thirty-nine and fifty-six hundredths dollars ($239.56) as is required and also the said Receiver is authorized and empowered to make such monthly payments as may be due and payable under the terms of said lease until the requirements of said lease are complied with

By the Court Singleton Bell P.J.

Apr 7 1921, Petition to sell Dodge Roadster & Truck & purchase Ford Roaster & Truck filed

Decree: Now this 7th day of April 1921, within petition presented, read & considered, and it appearing to the court that the facts therein set forth are true, & the court being of the opinion that it would be to the best interest of the said trust-estate that the prayer of said petition should be granted, doth hereby order & decree that the said receiver be & is hereby authorized & empowered to make sale of the said Dodge Roadster for the price or sum of not less than one hundred seventy-five dollars ($175.00) and to make sale of the Dodge Truck for the price or sum of not less than four hundred dollars ($400.00), & the said receiver is further authorized & empowered to make purchase of a Ford truck on a bailment contract or lease, executing such lease as receiver, and to make the initial payment of two hundred thirty-nine & fifty-six hundredths dollars ($239.56) as is required and the said receiver is also authorized & required to make such monthly payments as may be due & payable under the terms of said lease until the requirements of said lease are complied with.

By the Court. Singleton Bell P.J.

May 14 1921 Petition for purchase of automobile filed

Now this 14th day of May 1921 within petition presented, read & considered & it appearing to the court that the facts therein set forth are true & the court being of the opinion that it would be to the best interest of the said trust-estate, that the prayer of said petitioner should be granted, doth hereby order & decree that the said receiver be & is hereby authorized & empowered to make purchase of a Ford Runabout-on a bailment contract or lease, executing such lease as receiver, & to make the initial payment of approximately one hundred seventy-five dollars, out of income received in said estate, as is required & also the said receiver is authorized & empowered to make such monthly payments out of income received as may be due & payable under the terms of said lease, until the requirements of said lease are complied with.

By the court. Singleton Bell P.J. (Filed

May 14, 1921 Petition to ratify, confirm & approve the order authorizing the issue of Recrs Certi

Order and now, the 14th day of May 1921, the within petition presented, & upon due consideration thereof, it is ordered & decreed that the 2nd day of June A.D. 1921, at 10 o'clock A.M. be fixed for the hearing on the within petition & the original petition of Feby 14, 1921 for authority to said receiver to issue receiver's Certificate in the form & upon the terms & conditions set forth in the petition of

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Feby Term 1921

A M Liveright	Carrie T. Hoover		Jan 17-1921, Bill in Equity filed
			To The Honorable Singleton Bell, President Judge
			Carrie T. Hoover, of Clearfield, Penna, brings this
	3		bill of complaint against Milton E Troxell and
			Barrett Coal Company of the same place and
	Milton E. Troxell &		complains as follows,
	Barrett Coal Company,		(1) That on the month of February 1916, by a
	Defendants		verbal agreement, Barrett Coal Company was
			organized as a partnership, for the purpose
			of operating coal lands of Sarah M Troxell, in
Pro Ralston by atty		$ 2.25	Bradford Twp, Clearfield Co, Penna
4 Copies	Certs to Shaff	2.00	
Geo Ralston		.60	(2) That the members of said firm were Milton
"	"	1.50	E Troxell, Glasgow Troxell and Carrie T. Hoover each
"	"	.50	
Shaff Gorman & Co.		7.62	of whom contributed thereto to become an
Geo Ralston		.50	equal one third owner of its assets, and in the
"	"	.50	same proportion was interested in its profits & losses
		1.00	
			(3) That the operation consisted of an opening in
Feb-5-1921 Recd of A. M. Liveright-			the Troxell coal lands at Barrett Station on the
Costs- Shaff Gorman $7.62 Geo Ralston $6.60			line of the Tyrone Division of the Pennsylvania
total recd $14.22			Railroad, which had been partly worked before
Geo N Ralston Bro.			and the partnership further developed the property,
			constructed a tipple & equipped the coal mine
			with necessary improvements so that coal could
			be shipped from it by rail.
			(4) That mine wagons teams & wagon siding
			improvements and other property were added to
			the plant of Barrett Coal Co, from whose operation
			at Barrett coal was first marketed by wagon and
			later by rail. The latter method of handling coal was
			brought about through shipment from a siding on
			the Pennsylvania Railroad with which the
			mine development was connected by trestle and tipple.
			(5) That the mine on said Sarah M. Troxell land
			was designated as Barrett mine and the railroad
			siding from which coal was shipped was
			number 4454,
			(6) That beginning in 1916 and continuing, with certain
			interruptions until the date of this complaint the
			mine of Barrett Coal Company has been conducted
			as a going business. Milton E Troxell one of the
			defendants has been actively in charge, and complainant
			has from time to time supervised and handled the
			sale of coal. In that connection complainant has
			disposed of the coal made out the billing and otherwise
			interested herself for the benefit of the partnership
			(7) That there has been much activity in coal circles
			since 1916, particularly in the year 1917, part of the
			year 1918, and in the year 1920, and a large
			tonnage of coal has been shipped from the
			Barrett mine on the open market at prevailing
			market prices
			(8) That all books, accounts, records, and other data
			relating to sales of coal and cost of operating the
			mine are in possession charge and custody of
			Milton E Troxell, one of the Defendants named

and have been in his possession continuously for many months
(9) That the banking has been done in the name of Barrett Coal Company, but Milton E Troxell has taken and assumed exclusive charge of the bank account of the collections of the firm, and of all its financial relations & transactions and has refused to let Complainant know any of the details of the management, the business, the collections, the sale & expenses of Barrett Coal Company
(10) Complainant further avers, on information and belief that a large part of the bank account of the partnership has been transferred by Milton E Troxell from the firm account to his personal account, and said defendant it is also averred on information and belief, has taken possession of checks and other evidences of indebtedness due Barrett Coal Company, and is withholding them from deposit in the firm account.

Wherefore Complainant needs equitable relief and prays:
(I) That the defendant, Milton E Troxell be decreed to account to Complainant for all stock in trade, moneys and other assets received by him belonging to the firm of Barrett Coal Company, and that an account be taken of each and all of the transactions of said firm from its creation to the date of such accounting
II That the said defendant, Milton E. Troxell be decreed to account for, and to pay to the Complainant what, if anything shall upon the stating of said account be found to be due her by said defendant
III That a receiver be appointed to take charge of the business property and assets of Barrett Coal Company,
IV That Milton E Troxell be restrained from handling using, taking charge of or otherwise dealing with the money, property, assets, accounts and books, of Barrett Coal Company, and that Milton E Troxell be required to deliver to a receiver, to be appointed by the Court, all such money, property, assets, accounts, books and evidence of indebtedness due Barrett Coal Company
V That Complainant may have such further and other relief in the premises as to this Honorable Court shall seem appropriate

To Milton E Troxell & Barrett Coal Company.
You are hereby notified & 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, Penna, and to file an answer within thirty days to the within Bill of Complaint of the within named Carrie T. Hoover 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 Prothonotary's office within fifteen days or by not filing 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.
Witness our hands at Clearfield, Pa on this 12th day of January 1921
A M Liveright, atty for Complainant

Jan 17-1921 Motion for appointment of Receiver filed.
Now Jan. 17-1921, on motion of A M. Liveright, attorney for the Complainant above named, a rule is granted to show cause why a Receiver should not be appointed for Barrett Coal Company, one of the defendants in the above entitled action, Returnable to the 31st day of January 1921
By the Court, Singleton Beck P.J.

Jan 17-1921 Rule issued.
Jan 27-1921, Answer to rule filed by Defts
Now Jan 26-1921 Served within Rule and Bill of Complaint with notice to cause an appearance within 15 days etc on within Named Milton E. Troxell, and the Barrett Coal Company, Defendants by handing to Milton E. Troxell ~~by handing to~~ true & attested Copies of the original Rule & Bill of Complaint with Notice & etc & Making Known to him contents Thereof So says A M Gorman Sheriff.
Jan 31-1921 A.H. Woodward enters his appearance for Defendants by paper filed
Feb 4 1921 Continued to later date to be fixed by the Court

May Term 1921.

Maffett & Riner attys Clarion Pa

J. E. Merris and A. D Kennedy, Plaintiffs

/

A. R Van Tassel Tanning Company, a Corporation Defendants

Bill of Complaint filed march 9, 1921

To the Honorable judge of said Court:

The Plaintiffs in this case, on their own behalf and on behalf of the other creditors and stockholders of the Defendant Company who may hereafter join in the proceeds of this suit, Complain and say:

First: That your orator A D Kennedy, plaintiff above named is a citizen of the State of Pennsylvania residing in the City of DuBois, Clearfield County, in said State, and that your orator J. E Merris the other Plaintiff above named, is also a Citizen of said State of Pennsylvania, resident of the same place as his co-plaintiff. The other stockholders of the defendant corporation are as follows,

A. R Van Tassel, DuBois, Pa 1800 Shares

Note: The above shares were transferred to J F Sprankle, N. N Conrad, H M Riner Trustees hereinafter mentioned

D L Taylor, Brookville Pa 50 Shares J. T. Sprankle, DuBois Pa 50 S. H H Taylor, Monaca, Pa 20 S, Mrs R M Sloan, Pittsburgh, Pa 20 S Mrs J S Armstrong 20 S, Mrs C P. Reamer Brookville Pa 20 S, N J Shaffer Brookville, Pa 5 S. C. T. Benscotter, Brookville Pa 15 S N. B Richardson, Pittsburgh Pa 40 S, Mrs Laura H Rose, Binghamton, N Y 25 Shares Emma H McCandless, Smethport, Pa 25 S, F B Jones, Brookville Pa 15 S N. T Darr, Brookville, Pa 20 S, C. S. Foster, Pittsburgh Pa 25 S O S Snyder, Brookville Pa 10 S, B. E Irvin Brookville Pa 20 S, N N Conrad, Brookville Pa 10 S J E Merris, DuBois, Pa 5 S, H G. Means Brookville Pa 20 S H S Summerman, Pittsburgh Pa 10 S, S T Van Tassel DuBois 500 Shares

Note:- The above shares were transfered to J F Sprankle, N. N. Conrad H M. Riner Trustees hereinafter mentioned,

N J Scott Brookville 10 S H C Beech, Brookville 10 Sh John Gibson, Clarion Pa 50 S F. C. Reemer, Brookville Pa 50 S Geo F Lane Jr. Reading, Pa 85 Sh Total 2930 Shares

Sec. The defendant A R Van Tassell Tanning Company is a corporation under the laws of the State of Pennsylvania, having its principal office & place of business in the city of DuBois, County of Clearfield in said State, and duly incorporated and organized under the General Corporation Act of 1874, having a capital Stock of $300 000 in divided into 3000 Shares of the par value of $100. each, of which said stock 2930 shares are issued and outstanding,

Third: The defendant Company is and for several years past has been engaged, under the powers contained in its Charter, in the tanning & preparing for market of hides and the manufacture of leather generally at its plant at DuBois Pa Early in the year 1919, because of inability to

Pro Ralston 2.50
" " Rec 1.50
" " dup 1.75
" " Bond .50
" " Pro .50
" " order canc .50
" " order canc 1.00
" " .50
" " Dup canc. .50
" " .50
Shff Gorman & W. G. 10.95
Pro Ralston
" " .50
" " .50
" " .50
" " .50
" " .20
" " 1.50
" " .50
" " offices 3.00
" " Rec D. 2.00
Pro Ralston Jan 17-22 3.00
" 1.00
" .50
" .50
" 1.00
" .50
" 1.50
" 1.00
38.20

May 19-1922. Recd Ck Brookville Saddle & Trunk for Receiver, for costs Shff Gorman #10.95 and Pro Ralston #27.25 total recd #38.20 Geo W Ralston Pro,

Pro Ralston .50
" " .50
" " 6.00
" " Rec. acct 5.00
" " .30

Oct 31. 1922 Recd of J F Sprankle Ck for $12.30 being costs as taxed above Geo W Ralston Pro

Pro Ralston .50
" " .50
" " auditors expenses Pd by Atty Boose 2-10-23 8.00
" " 1.50

May 28-1923. Recd of W. N. Conrad Trustee $2.50 Geo W Ralston, Pro,

#1 May Term 1921

properly finance its large business arising in part because of the high cost of liders and largely because of the great amount of capital to operate its plant, it wholly ceased busines and the management & control of the plant was surrendered by the original owners and officers to W M Conrad, J E Sprankle & H M Riner under and by virtue of an agreemen between the creditors of said owners and the owners themselves, which is hereinafter referred to. Following this Agreemen & the resignation of said owners and officers from the Board of Directors and their several offices W M Conrad became the President of said Company and J E Sprankle Secretary & Treasurer thereof and the Board of Directors has since been composed of the said Conrad, Sprankle and Riner.

Fourth: The defendant Company has practically no personal assets, and any small amount of personal assets which might have at this time are such as have no market value & could not be converted into money, therefore, the sole asset of the Company is its plant located at Dubois Pa upon a track favorable located for such business, with excellent railroad facilities and which has been kept in good order & condition and has been valued at & is well worth $200,000 or more if we are to include with the plant the real estate railroad sidings offices, and workmens dwellings which are all located upon the same plot of land containg 4 acres, more or less, and fully described in the plot or Blue Print hereto attached and marked Exhibit "A".

Fifth: The said plaintiff J E Morris, is a stockholder of said corporation holding and owning 5 Shares of the stock thereof, and the other plaintiff A D Kennedy is a Creditor of said corporation defendant, which is indebted to him in the sum of $206.05 which amount is over due, wholly outstanding, unpaid, and in default and the plaintiff has no security or collateral of any kind, nor any lein against the premises or property of the defendant.

Sixth: As nearly as the Plaintiffs can learn the indebtedness of the Defendant Company amounts now to to $81,407.00, none of which indebtidness is secured in any manner, but the holders of which are pressing for payment of the same and in some instances threatening suit and in all likelihood suits will be entered & brought to judgment & liens obtained & execution issued.

Seventh: Reference is hereby made to the Creditors agreement & Conveyance above referred to, which is dated July 28, 1919 & executed by A. R Van Tassell & S T Van Tassell and their several Creditors, and duly recorded in the office for Recording of Deeds in and for the County of Clearfield in Deed Book Vol 237, Page 243, whereby the control and management of the said corporation was taken over by the three Trustees above named. The majority of the stock of said corporation standing in the names of A. R and S T Van Tassell was held by these several Creditors as collateral security for the debts owing to the Van Tassell's individually to them, and it was desired to preserve an equity which might accrue to the said pledgees over and above the prior and several rights of the Creditors of said corporation. To this end the Trustees thus acting as officers of the defendant Company have turned into money such part of the property of the corporation as was likely to lose in value or which was not necessary to its continuation, and out of this fund have been paying the accruing taxes & insurance and the necessary employees who have been caring for & watching the said property & necessary to preserve the insurance policies thereon. But the fund thus raised been wholly exhausted & in addition to the indebtedness above mentioned there is now due and owing from said Defendant Company for insurance taxes & Pay Roll of said employees the sum of $333.84 all of which must be necessarily paid at once or the property will be abandoned & the insurance cancelled & the parties in interest thus greatly damaged with a possible loss, in the event of fire, to the Creditors of the Defendant corporation of practically the whole of their respective claims.

Wherefore, your Orators do pray

1st That a Receiver, or preferably three Receivers, be appointed to take charge of all

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and singular the assets, property, rights & franchises of the defendant corporation with authority to manage, operate, conduct and control the same, preserve and protect the said property all to be under & subject to further orders of the court.

2nd That now by preliminary injunction hereafter to be made final, the Court restrain & enjoin all persons from interfering with the possession of the said Receiver or Receivers of the property and assets of the said Company & the said Company of and from disposing of any of its property or assets,

3rd, That now by preliminary injunction, hereafter to be made final, to restrain & enjoin all person from levying executions upon, attaching, intermeddling with or taking possession of any of the property of said defendant in any manner whatsoever,

4th That the Court, at such time as may be found just & proper, shall order & direct the sale of the property of the defendant Company by said Receiver or Receivers and apply the proceeds to and amongst those entitle to receive the same

5 That in order to preserve and care for the said property & Keep the insurance policies thereon in full force & life, said Receiver or Receivers be authorized to borrow money & issue certificates therefor a first lien upon all of the property & assets of the corporation to settle in full the Pay Roll for the watchman & other necessary employees required for the purpose aforesaid & insurance and taxes and for sufficient funds thus to continue said expenditures of the character above indicated until a sale can be made of the property,

6th Such other & further relief as may be necessary under the circumstance of the case and to the court may seem meet.

J E Merris, A D Kennedy.

D J Maffet Clarion Pa
Solicitor for Plaintiffs

Order & Decree of the Court appointing Receivers as follows

And now, this 9th day of March 1921, this cause came on to be heard on bill & answer, and upon Consideration thereof, it appearing that the defendant company by the answer of its corporate officers filed in this case, admits all of the facts set forth in the Bill of Complaint, and submits itself to the orders & decrees of the Court in the premises, all the parties appearing & consenting to this decree, therefor, it is ordered, adjudged and dicreed as follows:

First: That the A R Van Tassell Canning Co being unable to meet & discharge its obligations which have already matured and those which are maturing, and having ceased to do business under the provisions of its charter and being without effective corporate control & management & unable to care for & preserve its property, it is to the interest & advantage of the creditors & stockholders of said def. Corporation & necessary to prevent irreparable loss & damage, that Receivers be appointed for said defendant corporation & for all of its property.

Sec; That H N Conrad of Brookville, Pa J F Sprankle, Du Bois Pa, and H M Riner of Clarion, Pa, be and they are hereby appointed Receivers of the defendant, the A R Van Tassell Canning Company of all the property & assets of said defendant, Real, personal & mixed as well as all its easements, privileges & franchises of every Kind & nature, & wheresoever situated.

Third: That the said Receivers are hereby authorized & directed immediately to take possession of all and singular, the assets, property rights & franchises of the defendant corporation with authority to manage

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operate, conduct & control the same, & preserve & protect the said property, all to be under & subject to the further orders of the Court.

Fourth: The said Receivers are hereby fully authorized & empowered to institute and prosecute any suit necessary in their judgment for the proper protection of said property and this trust; to defend all actions instituted against them, to appear in & defend or prosecute any suit now pending wherein said defendant is a party and at their discretion to compound & settle any suit as required by the best interest of the trust.

Fifth: And it is further ordered and decreed that an injunction issue out of this Court preliminary now hereafter to be made final, restraining & enjoining all persons from interfering with the possession of said Receivers of the property & assets of the said Company, and the said company of and from disposing of any of its property or assets.

Sixth: And that a further injunction issue out of this Court preliminary now, hereafter to be made final, restraining & enjoining all persons, firms and corporations from levying executions upon, attaching, intermeddling with, or taking possession of any of the property of said defendant in any manner whatsoever.

Seventh: And the said Receivers are hereby authorized, in their discretion from time to time, out of the funds coming into their hands as such Receivers to pay the expenses necessary and proper for preserving and marketing the said property or any part thereof; to trust and shall be authorized to borrow money as such Receivers & issue certificates therefor making the said loans the first lien on all of the property & assets of the corporation to be first paid out of the proceeds of any sale thereof or out of any funds that may come into the hands of said Receivers; all to be under the order & direction of this Court.

Eighth: It is further ordered that said Receivers file a bond in the sum of $2000.00, conditioned that they will well & truly perform the duties of their said trust, account for all monies & property which may come into their hands & abide by the orders of this Court in the premises and as provided by law & the rules of this Court with sureties to be approved by the Court and forthwith filed in this case.

By the Court, Singleton Bell P.J.

To A.R. Van Tassell Tanning Company, Defendant.

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, Pennsylvania, and to file your answer within thirty days to the within bill of complaint of the within named J.E. Merris & A.D. Kennedy, Plffs. and to observe what the Court shall direct.

You are also notified that if you fail to comply with the above direction, by not entering an appearance in the in the Prothonotary office within fifteen days, you will be liable to have the bill pro confesso, and a decree made against you in your absence.

Witness my hand at Clearfield, Pa this 9th day of March A.D. 1921

D.J. Maffett - Solicitor for Plffs

Now March 9" 1921. Bond filed and Approved, By the Court Singleton Bell P.J.

Now March 12" 1921 Injunction issued

March 9" 1921 Appearance and Answer of defendant filed

March 9" 1921, Petition of Receivers for leave to borrow money & issue Receivers Certificates filed

Order & Decree: And now this 9" day of March 1921, the within petition presented and ordered filed and upon and upon due consideration thereby it is hereby adjudged ordered and decreed, that the prayer thereby be granted and the said petitioners Receivers of the A.R. Van Tassell Tanning Company are authorized and directed as such Receivers, to borrow the sum, not to exceed in the aggregate $5724.65 as therein prayed for, to be used and paid out by them for the purposes in said petition set forth, viz - the payment of over-due premiums of insurance of said defendant Company, its over-due local & corporate taxes & over-due payrolls including the amount of $300.00 which has been advanced by the officers of the Company,

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as Trustees of A.R. & S.T. Van Tassell, from the funds in their hands from said Trust and for the immediate, necessary future expenses of the said Receivers in taking care of the property in their hands, including pay-rolls for watchmen and necessary employees, insurance premiums required to keep the policies of fire insurance on said property in force. Said Receivers are hereby authorized and directed to negotiate and procure said sum from time to time as in their judgment may be required and to issue their several obligations therefore in the form of Receivers Certificates to the several persons or corporations who shall loan said funds embodying thereon the provisions of this order as to the lien thereof on the property & funds of said defendant company, and in & by said obligation & Receivers Certificate, covenant and agree to pay thereon, interest at the rate of 6% per annum. And it is further ordered and decreed that the sum or sums thus borrowed by said Receiver under their order, shall be & remain until fully paid and discharged, with interest; the first lien on all of the property and assets of the A.R. Van Tassell Tanning Company, Defendant in this case, and first paid out of the proceeds of any sale thereof or out of any other funds coming into the hands of such Receivers, By the Court, Singleton Bell. P.J.

March 9, 1921 Motion for Hearing filed

Now March 10th 1921, it is ordered that the preliminary injunction be continued until March 21, 1921 Nine o. clock A.M. at which time hearing shall be had on the motion to continue injunction By the Court, Singleton Bell P.J.

Now March 14-1921 Served the within Writ of Injunction upon Joseph E. Sprankle, Receiver, by handing to him a true & attested copy of the original & making known to him the contents thereof and on the same date did post a true and attested copy of the original at the offices of the A.R. Van Tassell Tanning Company, a corporation, in the city of Du Bois Clearfield County, Pennsylvania.

So answers A.M. Gorman, Sheriff

March 19, 1921 Petition for appointment of Appraisers filed and now this 19th day of March 1921 upon consideration of the foregoing petition, J.S. Hilliary & B.M. Marlin are appointed appraisers of the estate & effects of said A.R. Van Tassell Tanning Company in the custody of H.N. Conrad, J.F. Sprankle & H.M. Riner, Receivers By the Court Singleton Bell P.J.

March 22, 1921 Motion for Continuance filed

March 31, 1921 See Receivers Docket "A" Page 307 for Inventory & appraisement.

April 13-1921. Three Bill of Complaint filed by atty J.J. Maffett.

January 16, 1922. Petition of receivers for order of Sale.

And Now, this 16th day of January 1922, pursuant to notice duly given and upon proof of such notice the within petition presented and filed in open Court, and upon due consideration thereof the Court do hereby adjudge and decree that the prayer of said petition be granted, and do further order and decree as follows:

1. That the said Receivers duly appointed by this Court have qualified as required by law and the order of the Court and assumed the duties of said trust and have had the property of the defendant corporation appraised under the order of this Court, which appraisement duly returned shows the said property to be valued and appraised in the sum of $209447.06.

#1 May Term 1921

2. Since their appointment said Receivers have been unable to market the property of the defendant corporation and unable to operate the plant because of the great amount of capital required in such operations, the plant and property of the defendant corporation consisting of a large plant for the tanning and marketing of hides and the general manufacture of leather, and is ~~now~~ located at Du Bois, Clearfield County, Pennsylvania, and is more fully described in the Schedule to said petition annexed. The indebtedness of the defendant corporation, amounting to $81,407.00, has not been paid nor any part thereof, and additional indebtedness necessary for the payment of taxes, insurances, expense of fire watchmen and other administrative expenses have been added, for which Receivers certificates have been issued in the amount of $6724.44, and other items of the same character now due and unpaid, amounting to $1600.00.

3. There being no property from which said Receivers can pay the indebtedness aforesaid, except the general plant and property of the defendant corporation described in said petition, the constantly accruing expense and necessary depreciation of the plant of such character while it stands idle renders it unprofitable to carry on said receivership, and it is to the best interest and advantage of all the creditors and all of the other parties in interest that the sale of said real estate, plant and property be made under the order and direction of this Court.

4. Such sale may be made without injury or prejudice to any trust, charity or purpose for which the property is held, and without the violation of any law which may confer an immunity or exemption from sale or alienation.

5. Under all of the circumstances it will be necessary to sell all of the real estate and plant and property of the said defendant corporation, and it will be to the best interest of all of the parties concerned that said property be offered at public sale or auction in the manner hereinafter described.

6. The said property and premises, whether sold as an entirety or in parcels, will be sold free and clear of all interest and liens, encumbrances and claims of any and all parties in interest and parties in this cause or who may hereafter become or be made parties hereto, and every person or persons claiming under them or any of them.

7. Said Receivers shall procure the services of a competent engineer who shall forwith make a plot or plan of that portion of the premises in said petition described which is occupied by tenement dwellings alloting to each of such tenement dwellings such reasonable curtilage as in the discretion of the Receiver shall seem proper, which said plot with said lots properly numbered shall be returned with the report of sale required and made a part thereof.

8. Said Receivers shall first offer for sale separately and in the order in which they are numbered each of said tenement dwelling houses, together with the curtilage as defined by the plot or plan above required to be made, in each instance noting the highest bid thus offered and hold the same until the property shall be offered as an entirety as hereinafter provided. They shall then in like manner offer the remainder of the plant and real estate (that part not cut off and alloted to the tenement

(continued on Page 195.)

May Term 1921

J.A.G	G.A. Gluck and M.H. Gluck		April 18, 1921 Bill in Equity filed To the Honorable Singleton Bell, President Judge of the above named Court: G.A. Gluck and M.H. Gluck, both of the City of Sharon,
Apr 18	"		County of Mercer, and State of Pennsylvania brings this bill against G.W. Shaffer of the city of DuBois,
Penty & Penty	G.W. Shaffer and the Hogan Store Co		County of Clearfield and State of Pennsylvania, and the Hogan Store Company a corporation incorporated under the laws of the State of Pennsylvania, with its office or principal place of business
	Prs Ralston by 4/22/21	$2.50	in the city of DuBois, County of Clearfield and State
		5.0	of Pennsylvania and thereupon the plaintiffs
		5.0	
		5.0	
		1.50	complain and say:
	Shff. Gorman A.M.S—	9.10	First: That the plaintiffs in this action are merchants
	Reg. Ralston	50	dealing in dry goods, notions, etc., in the city of Sharon, County
	" "	60	of Mercer, a State of Penna and are residents & citizens
	" "	1.50	
	" "	.50	of the State of Penna,
	" "	.50	
Defts bill of costs (Cusson cover)		4.00	Sec: That the defendants, G.W. Shaffer & The Hogan Store
atty fee for defts	Pr Ralston	25.00	Company a corporation, are residents of the City of DuBois
		.25	County of Clearfield and State of Penna: the said Hogan
Ex to Pa.		47.95	Store Co. conducting a retail store on West Long ave
			in the city of DuBois for the sale of dry-goods, notions
			etc., which said store is managed by the defendant G.W. Shaffer
			Third: That after certain negotiations, the said defendants
			G.W. Shaffer & the Hogan Store Co. & the plaintiffs G.A. Gluck and
			M.H. Gluck entered upon a written option or contract
			bearing date the 11" day of April, 1921, which said option or
			contract in writing was in proper form & signed by the
			said G.W. Shaffer as an individual and the Hogan Store
			company by G.W. Shaffer, Manager, as well as by the plaintiffs and
			that the said G.W. Shaffer & the Hogan Store Co duly executed and
			delivered said option or contract in writing to the
			plaintiffs, a true copy of which is hereto attached, marked
			Exhibit "A," which the plaintiffs pray may be considered
			and taken as part of this bill
			That pending this bill the said G.W. Shaffer and The Hogan
			Store Company a corporation, and on final hearing be
			properly enjoined from conveying, bargaining,
			assigning, selling or further encumbering said
			stock of merchandise and fixtures in any way whatsoever
			Now, April 18" 1921, on motion of Bar on behalf of the
			Plaintiffs, Rule is granted upon the Defendants to show
			cause why injunction should not issue as prayed for
			upon such terms as may be found just & equitable by the
			Court. Returnable April 25" 1921, at 9 o'clock A.M.
			By the court Singleton Bell P.J.
			Now April 18" Rule issued & two copies of Bill certified to Sheriff
			To G.W. Shaffer & the Hogan Store Company
			You are hereby notified & required within fifteen days (15)
			after service hereof on you to cause an appearance to
			be entered for you in the Court of Common Pleas of Clearfield
			County Pennsylvania sitting in Equity to file your
			answer within thirty 30 days to the within Bill of
			complaint of the within named G.A. Gluck and M.H.
			Gluck, 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 Prothonotary's office within fifteen 15 days, or filing your answer within thirty 30 days, you will be liable to have the Bill taken pro Confesso, and a decree made against you in your absence

Witness my hand at Du Bois Pennsylvania this 16th day of April 1921

J. A. Gleason, Solicitor for Plaintiffs

Now April 19, 1921 served the within Bill of complaint with notice to cause an appearance within 15 days from date of service and file an answer within 30 days on H W Shaffer by handing to him personally a true & attested copy of the original and making known to him the contents thereof. and now April 19" 1921 served the within Bill of Complaint with notice to cause an appearance within 15 days from date of service and to file an answer within 30 days on the Hogan Store company by handing to H W Shaffer, manager of said Hogan Store company a true and attested copy of the original and making known to him the contents thereof.

So answers, A M Gorman, Sheriff

Now April 19, 1921, served the within Rule on H W Shaffer, by handing to him personally a true and attested copy of the original and making known to him the contents thereof. also served the within Rule on the Hogan Store Company by handing to H W Shaffer, manager of said Hogan Store Company, a true & attested copy of the original and making known to him the contents thereof.

So Answers A M Gorman, Sheriff

April 23, 1921 Demurrer to Bill of Complaint filed

June 16, 1921 Opinion & Decree filed as follows.

Now June 16, 1921, the demurrer is sustained and the Bill filed in this case is dismissed and the defendants are awarded their costs in this proceeding sustained. Exception noted and bill sealed to the Plaintiff. By the Court

Singleton Bell, P J.

May Term 1921

A M L	A. L. Moore, Cecil T. Wilson & M. T. Roseberry co-partners trading as Moore & Wilson Plaintiffs	April 18, 1921 Bill in Equity filed To the Honorable Singleton Bell President Judge of said Court. The Complainants file this bill on behalf of themselves, & such other persons interested in the premises as may become parties hereto, and may contribute to the costs of this proceeding, and complain & say
Apr 18	3	
	Rickford Store Co. Defendants	First That complainants, the plaintiffs herein, are citizens of the State of Penna, with their place of business in Clearfield, Clearfield County and are creditors of the defendant to the amount of Nineteen Hundred ($1900.00) Dollars by virtue of defendants endorsement; and
Pro Ralston	2.50	
" "	2.00	
	5.00	as collateral security for their debt.
" " 2 Copies of Decree	3.00	Sec; Rickford Store Co. the defendant, is a corporation
" "	4.50	
" "	5.00	under the laws of Pennsylvania with its principal
" "	5.00	
5/9/21 " " Certa copy emats order	1.00	office located in the Borough of Curwensville
" " Rec report	5.00	Clearfield County, Pennsylvania
" " order of sale	1.00	
	.25	Third: The defendant has an authorized capital
5	10.75	
Pro Ralston adv acct.	10.75	five thousand ($5000.00) dollars, consisting of fifty
	Paid 11.50	shares of the par value of One Hundred ($100.00) Dollars
July 5-1921. Read of Jno H. Moore Receiver, Twenty one 50/100 Dollars. Geo W Ralston Pro.		each, all of which is issued and outstanding
		Fourth: The defendant is engaged in the business of
9/13/21 Pro. Ralston	.50	retail merchandise, in its various forms, in the
"	.50	
"	5.00	Borough of Curwensville, Penna where its store room
"	5.00	stock and fixtures are located
" Record	1.00	
		Fifth. The assets of the corporation consist of its stock and fixtures of an approximate value of twenty seven thousand five hundred ($27,500.00) dollars, and of accounts receivable of an approximate value of five thousand ($5000.00) dollars: The precise figures being unknown to the complainants, Defendant also owns a valuable option for the purchase of the building it occupies.
		Sixth. The liabilities of said corporation consist of accounts payable of approximately Sixteen Thousand five Hundred ($16,500.00) dollars and of Bills payable approximating Thirteen Thousand five hundred ($13,500.00) dollars
		Wherefore the complainants, on behalf of themselves and all others who may join herein, being without adequate remedy at law, pray for equitable relief as follows.
		That a Receiver be appointed of the rights & franchises of said corporative defendant to take possession of the books, papers, records, moneys stocks, fixtures, and all property of every description whatsoever & wheresoever situate, held, owned or controlled by defendant, with authority in said Receiver to demand, receive sue for and collect all moneys which may be due & owing to the defendant and to conduct the business of said defendant as a going concern, & to apply the moneys which should come into his hands by reason of the collection of debts or from any source, to the necessary expenses of carrying out the duties of this trust, to the payments of debts now due and owing, to the payment of Creditors and to the payment of all other charges

incurred in connection with the administration of his trust, & that said Receiver be duly authorized to incur such obligations as in his opinion may be necessary and proper in the conduct of said business and in the ordinary conduct and performance of his duties and to enter any actions or proceedings to recover assets of defendant and to defend actions & proceedings brought against the same

And Now April 18, 1921, on consideration of the Bill in Equity filed in the above case, the defendant being represented in court,

It is ordered and decreed that John H. Moore, Esq. be and hereby is appointed temporary Receiver of the rights, property and franchises of Bickford Store Company, corporation defendant, security to be entered by said Receiver in the sum of $5000.00 Dollars, that leave to the petitioners to move for the appointment of a permanent Receiver on the 9th day of May 1921, at ten o'clock A. M., upon notice to all known creditors & parties in interest ten days prior thereto is granted, It is further ordered and decreed that said Receiver is authorized & empowered to conduct the business of said defendant as a going concern from this date until the 9th day of May 1921, with leave at that time to move for permission to conduct said business for a further period,

It is further ordered that said Receiver immediately take possession of all books, papers, records, moneys, stocks, merchandise, fixtures & other property of the above name defendant; and said Receiver is authorized to demand, receive, sue for & collect all moneys which may be due or owing to the defendant, and to apply the moneys which shall come into his hands by reason of the collection of its debts or from any other source, to necessary expense of carrying out his trust and the payment of all necessary charges for the administration of said trust and the conduct of said business for said limited period including such reasonable sum as may be necessary for the hire of clerks and other employees; and to the payment of creditors of the Receiver; and the surplus if any, to hold, to await further order of the court, Said Receiver is further authorized to incur such obligations as may be necessary in the ordinary conduct and performance of his duties and the conduct of said business for a limited period, and to enter any actions or proceedings to recover assets of said defendant and to defend actions & proceedings brought against it.

It is further ordered that the defendant, its agents, directors, officers, servants, employees and all other persons whomsoever be, and the same hereby are enjoined and restrained from selling, transferring, attaching, disposing of or in any way interfering with any of the property of the defendant company, or from taking possession of or in any way interfering with any part thereof or from in any manner obstructing or interfering with the possession or management of any or part of said property over which the Receiver is hereby appointed or doing any act or thing to prevent the discharge by the Receiver of his duties.

It is further ordered that all creditors be and they hereby are enjoined from proceeding with suit against the defendant company or proceeding to enforce contract rights against it without leave of court first had and obtained,

It is further ordered that the officers of the defendant company forthwith deliver to the Receiver all its property and assets, books, records, papers, moneys and choses in action

By the Court, Singleton Bell P.J.

April 18, 1921 Receivers Bond filed and approved, By the Court. Singleton Bell. P.J.

April 18-1921 Injunction affidavits filed

April 18, 1921 To Bickford Store Company You are hereby notified & required within fifteen (15) days after service hereof on you, to cause an appearance to be entered for you in the Court of Common Pleas of Clearfield county, Pa, and to file your answer within 30 days to the within Bill of Complaint of the within named A. L. Moore, Cecil T. Wilson and M. F. Rosebery, 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 Prothonotary Office within 15 days or by not filing your answer within 30 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 Pa. on this ___ day of April A.D. Lovenguth atty for Complainants

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April 20. 1921 By paper filed Jno. B. McGrath, Atty enters his appearance for the Defendant

April 26. 1921 By paper filed John M. Frey enters his appearance for The Bayer-Gillam Co + for Juniata Feed & Flour Co in above case

May 9. 1921 Receivers Report filed

Order of court: May 9, 1921, the report of John H Moore, Receiver presented + considered by the court, the creditors being in court in person + by counsel, after a conference with representing certain of the creditors + counsel for the Receiver the following order is entered by agreement:

The powers of the Receiver are continued for thirty days from this date, with the proviso that no further merchandise be bought for the Bickford Store Company or the Receiver. It is further ordered that the Receiver shall have power to sell the assets of Bickford Store company in the ordinary course of business or in bulk as may seem best to him in the interest of the creditors, and to this end he is authorized to make advertisement of proposed sales or otherwise to expend necessary money to bring about the largest realization.

At the end of thirty days the Receiver shall make further report to the court, and shall receive further instructions, and if any controverted matter arises in the meantime, he is authorized to appear before the court to obtain instructions with respect thereto.

The Receiver is further authorized to take such steps as in his judgment may be necessary for the collection of any or all accounts receivable by Bickford Store Company or due him as Receiver.

By the Court, Simonton Bell P.J.

July 5th 1921 Receivers report + Final account filed by John H Moore, Receiver

Sept 15, 1921 Petition of Receiver + Order of Court filed

Sept 15, 1921, the foregoing petition of John H. Moore, Receiver of Bickford Store Company, read + considered, thereupon the said Receiver is authorized to transfer to himself as Trustee in Bankruptcy of Bickford Store Company the balance of Four Thousand Six Hundred Eighty nine Dollars + Two Cents, ($4,689.02), shown in his final account as Receiver to remain in his hands; to be administered in the regular course of procedure in the Bankruptcy Court.

By the Court.

Now Sept 9. 1921, Receivers Report Confirmed Ni Si By the Court

Now Sept 10, 1921. No exceptions filed acc, Confirmed absolutely

Geo W Ralston, Prothy

See Receivers Docket A. Page 305 for Final + Final acct of John H Moore, Rec.

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dwellings above mentioned) the latter parcel being offered as an entirety, and shall note the highest bid therefor and hold the same as above provided. They shall then offer the entire property of the defendant corporation as an entirety and if the highest bid thus received for all of the property when offered for sale as an entirety shall exceed in any amount the aggregate of the several highest bids for the said property when and as offered for sale in parcels, then all of said property will be stricken down and sold to such highest bidder as an entirety. If, however, the highest bid received for said property as an entirety shall not exceed the aggregate amount of the several highest bids for said property when offered in parcels as above provided, then the said several parcels will be stricken off and sold to the several highest bidders for said respective parcels. All to be sold in the manner and under the terms herein provided, subject to the confirmation of such sale by this Court.

9. Said Receivers shall have the right to require of any person or persons offering to bid a deposit equal to at least 10% of the value of the parcel or property upon which the bid is proposed to be made as estimated by said Receivers, as a pledge that such bidder will make good his bid in case of acceptance by the Receivers and confirmation by the Court. The deposit received from any unsuccessful bidder will be returned to him when the property has been finally struck down, but in case of the deposit received from the successful bidder it shall be held until after confirmation of the sale by the Court, and in event such bidder shall fail to comply with any order of the Court relating to the payment of the balance of the purchase price and with the terms of sale under this order then the sum or sums so deposited will be forfeited as a penalty for such failures and retained by the Receivers to be applied to the payment of the expenses of any re-sale of such property and the making good of any deficiency or loss under such re-sale. In case any sale be not confirmed by the Court the deposit of any bidder thereof will be returned forthwith.

10. Said Receivers may from time to time adjourn or postpone such sale and, without further notice by advertisement, proceed with the sale on any date to which the same may have been adjourned, and said sale shall be by public auction or outcry upon the premises after the notice and advertisement herein set forth and upon a day to be fixed by said Receivers.

11. Notice of said sale shall be given by said Receivers by publication for four successive weeks in Clearfield Progress, a weekly newspaper published in the City of Clearfield, County of Clearfield, Pennsylvania, and The Du Bois Courier, a weekly newspaper published in the City of Du Bois, County of Clearfield, Pennsylvania, and to be published weekly, setting forth the time and place of said sale, together with a description of the property as the same appears in the schedule to said petition attached, and said Receivers may give such other or further notice in such other newspapers or trade publications as in their judgment will be of benefit in the advertisement of such sale.

Terms of Sale: All bidders shall be required to pay at least 10% of the amount of their respective bids at the time the property is knocked down, credit to be allowed for any

(Continued to Page 205.)

P + P

May Term 1921

L M. Kriner

April 25- 4

A. H. Burkett-
~~Claysburg Pa.~~
1109- 19th Ave Altoona Pa

Pro Ralston		$ 2.50
" "		.50
" "		.50
" "	2 Copies to Shff	1.00
" "		.50
	Shff Orr by pff atty	6.30
	Shff Gorman " "	3.50
		.60
Pro Ralston		1.50
Pro. "	Praecipe filed	.50
" "	Cert & copies to Shff	2.75
Defendants printed book		9.50
Shff Gorman		15.10
Pro Ralston		.50
"		.60
"		1.50
"		.50
"		.50
"		1.50
"	copy deeds "	1.00
"		1.00
"	" "	1.00
"		.50
"		.50
Atty Pro Ralston		25.00
		.50
		.60
"		1.50
"		.50
"		.50
Pff. atty Printing Bill		6.00
		91.45
2-6-22 Pff's bill costs		7.72
		99.17

Fi Fa for costs
#7 Dec Term 1923,

Praecipe 2.60
Bill of Costs 6.30
Deft 18.60
Pff 9.50
Pff atty 23.00
Pff 6.00
91.45
7.72

April 25- 1921 Bill of Complaint filed

To the Honorable the Judge of the above named Court,

Your orator, complaining, says:

First: That he is the owner of a certain piece of land situate in the City of DuBois, County of Clearfield, and State of Pennsylvania bounded & described as follows

Beginning at a post at corner of DuBois Street in the right-of-Way of B.R.&P.R.R; thence by right-of-way of B. R.&P.R.R. South eighty-five 85 feet to a post; thence by line parallel to DuBois Street East one hundred thirty-seven (137) feet, more or less, to Sandy Street; Thence by said Sandy Street North eighty-five (85) feet to a post at DuBois Street; thence by said DuBois Street West one hundred thirty-seven (137) feet, more or less, to place of beginning Which said premises has erected thereon a large three (3) story frame building, used for flour, or grist mill purposes, together with machinery therein contained, Which said premises was purchased by your orator at a Sheriff's Sale on the 2nd day of May, 1916, and which property prior to the purchase thereof was owned, by C.H. Notter and your orator is now in possession of the same

Sec: During the entire year of 1914, & for a long time prior thereto, C.H. Notter had owned said land & mill & operated a grist mill & had therein large quantities of property consisting of grain of various kinds, machinery scales, safe, belting, and other articles of very large value which was at all times subject to levy for taxes assessed against the said premises, but in the year 1914, with the said property so occupied by the said C.H. Notter & with large quantities of personal property thereon, the Tax Collector for the Borough of DuBois returned said premises to the County Commissioners for unpaid taxes to the amount of One Hundred Thirty-two Dollars and Thirty Cents ($132.30)

Third: At the time of the said sale to your orator, on the 2nd day of May, 1916, a notice demanding the amount of said taxes was given to the Sheriff of Clearfield County, the said premises were sold for the sum of Two Hundred Dollars ($200.00) & One Hundred Six Dollars & ninety-nine cents ($106.99) thereof was appropriated by the Sheriff to taxes and notice given, as well as a demand for the payment of said taxes, under the alleged lien that was claimed by the county for taxes so returned, but notwithstanding said appropriation the said Commissioners certified said taxes to the Treasurer of Clearfield County and, in the year 1916, had said premises advertised for sale for the said unpaid taxes, at which sale your orator gave notice that a notice had been served on the Sheriff for said taxes and that the money was then in the hands of the Sheriff subject to a contest therefor and that there was personal property on the said premises at the time of said return & prior thereto sufficient to pay said taxes but notwithstanding said notice, the said Treasurer proceeded to sell said land

Continued from Page 196

and the Commissioners of Clearfield County bought in the same at said tax sale and took title thereto, and the said Commissioners, in the year 1918, advertised said premises at a Commissioners' Sale and at said Commissioners Sale, your orator gave a like notice setting forth the facts as hereinbefore stated, and yet regardless of said notice, said Commissioners proceeded to sell & did sell said premises to A H Burkett, the above named defendant, and as your orator is informed and believes, the said Commissioners made a deed to the said A H Burkett.

Fourth: Said A.H. Burkett has not put his deed on record, so that your orator cannot refer to the same, or make a copy thereof for the purpose of attaching to this bill, but the records of the Commissioners of Clearfield County, as well as the Treasurer's Office, show the said sales to have been made.

Fifth The said sale so made casts a cloud upon the title of the above described premises now owned by your orator, notwithstanding the irregularity of the said sale, & which cloud would prevent your orator from making a marketable title therefor.

Your orator, therfore, prays your Honorable Court for relief as follows!

(1) To declare said title of the said A H Burkett void and of no effect.

(2) That the said A. H. Burkett be directed to deliver the deed he now holds from the Commissioners of Clearfield county to him for the premises therein described to the court for Cancellation, and that all proceedings relating to the return of said premises together with the various sales thereon be cancelled - made void.

(3) That a decree be made to be recorded in the Treasurer's Office, and the Commissioners Office, and the Prothonotary's Office, showing that said cancellation has taken place.

(4) Such further & other equitable relief as your orator may be entitled to

Pentz & Pentz, Attorneys for Plaintiff

April 23, 1921 Petition to have bill served outside the county of Clearfield filed

Order of Court April 23, 1921, The foregoing petition read and thereupon it is ordered that the bill in equity above referred to may be served on the defendant outside of the county of Clearfield, as prayed for, and as provided by law.

By the Court. Singleton Bell, P. J.

To A. H. Burkett, within named Defendant.

You are hereby notified & required within 15 days after service hereof on you to cause an appearance to be entered for you in the Court of Common Pleas of Clearfield County, Pennsylvania, sitting in equity and to file your answer within 30 days to the within bill of complaint of the within named L M Kriner & 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 Prothonotary's Office within 15 days & filing your answer within 30 days, you will be liable to have the bill taken pro confesso and a decree made against you in your absence.

W. C. Pentz & John J. Pentz, Solicitors for Plaintiff

May 19-1921 Defendants answer filed,

Now May 2-1921 Served the within order of Court with Copy of Bill of Complaint with notice to cause an appearance within 15 days from date of service and file Answer within 30 days from date of service on A. H. Burkett by handing to him personally a true & attested copies of the original & Making known to him the Contents thereof. W. W. Orr Sheriff Blair County Pa.

Order of Court June 14 1921, It appearing that the Def A H Burkett filed what purports to be a typewritten answer to Plff's bill, to which no affidavit is attached and which the Prothonotary placed on record on the 19th day of May, 1921 as an answer to Plff bill. Contrary to the rules of Equity practice, which requires all bills and answers to be printed therefore, upon motion of Pentz & Pentz. attys for Plff said answer is expunged from the record & the Prothy is hereby ordered & directed to enter this motion of record and eliminate said answer so that the record will stand as if no answer had been filed. The Prothonotary is hereby directed

Contd on next Page

Continued from Page 197 #H May T. 1921

to give the said A H Burkett immediate notice of this order and the said Burkett is hereby given five days additional time in which to file an answer in accordance with Equity Rules

It is also ordered that the Prothonotary will not attach any costs for himself for entering of this motion or granting said motion By the court Singleton Bell PJ

June 14. 1921 Copy of above Order certd to A H Burkett #1409 19th St Altoona, Pa also Copy mailed to him at Claysburg, Pa

June 18-1921. Defendant A. H. Burkett files printed Answer. (11 copies Certd to Sheriff.)

Now June 22. 1921 Served the within Bill in Equity on Pentz and Pentz. attys for L M. Priner by handing to W C Pentz Esq. DuBois Clfd Co. Penna So ans. A M. Gorman Sheriff.

July 9-1921 (By paper filed) The plaintiff Joins issue on the Matters alleged in the Answer by Pentz & Pentz attys for Pltff

Oct. 12. 1921 Discussion & findings filed.

Now Oct. 13, 1921. It is ordered that the evidence taken in this case be filed together with the findings of law and of fact, and a decree nisi be entered by the Prothonotary, who shall give notice to the Counsel of record and by registered letter to the defendant. Whereupon exceptions may be filed by either party within ten days, and if no exceptions be filed a final decree shall be entered by the Prothonotary as of course.

By the Court.

Oct. 13 1921 Decree nisi entered

Geo. R. Ralston Prothonotary

Oct. 13. 1921. Notice of decree served on Defs A H Burkett by handing him a copy of order. Same day copy sent by mail to Pentz & Pentz attys for Pltff.

Oct. 13 1921 Testimony filed.

Oct 31" 1921 Final Decree filed as follows.

This cause came on to be heard at this term & it was argued by Counsel & thereupon upon due consideration thereof it is ordered, adjudged & decreed as follows.

First: That the sale by the Commissioners of Clearfield County to the said A H Burkett for the year 1918 is hereby declared void & of no effect

Second: That said A H Burkett the above named Def. is hereby directed to deliver up the deed, as set forth in the bill filed in this case, made by the Commissioners of Clearfield County to him in the year 1918 for the premises described in the bill & to file the same in this Court for cancellation; & that all proceedings relating to the return of sale of said premises, together with the various sales thereon are hereby cancelled & made void

Third: It is hereby ordered that the certificate of the county Commissioners to the Treasurer of Clearfield County certifying the return taxes on the premises described in this bill be marked cancelled & void and that the Treasurer's Land Book be marked cancelled & void where said return is recorded. & that the Treasurers Sales Book showing the sale to the County of Clearfield shall be marked Cancelled & this order shall be referred to in said Cancellation

Fourth: That if there are any records in the Prothonotarys Office relating to said sale, the same shall be marked cancelled and void and if there & if there are any deeds filed or entered of record in the Recorder's Office of the County of Clearfield, the said Recorder of Deeds of Clearfield County is hereby directed to note on the margin of said deeds that the same have been declared void and Cancelled by this order & to be of no effect

Fifth The Prothonotary of Clearfield County is hereby directed

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Contd from Page 198.

to furnish a copy of this decree to the Commissioners of Clearfield County is hereby directed to furnish a copy of this decree to the Commissioners of Clearfield County & the Recorder of Deeds of Clearfield County to have the same spread upon their several records as herein directed.

Sixth That the entire costs of this proceeding be paid by the Defendant

By the Court. Singleton Bell P.J.

Eo die, it is ordered that notice of this decree be given to the Defendant who is granted leave to move to vacate the order as to costs within ten days after notice By the Court Singleton Bell P.J.

Nov 8-1921. Motion to vacate part of Decree filed with Notice of filing accepted by copy Nov 14-1921 by Purtz & Purtz Attys for Pltff.

Nov 30-1921 Answer of Plaintiff to Motion of Defendant filed

Jan 27, 1922. Opinion and Decree filed.

Now Jan 27th, 1922, Rule to show cause why portion of the decree heretofore made should not be vacated, is discharged. Exception noted and bill sealed to the Defendant.

By the Court, Singleton Bell, P. J.

Sept Term 1921

J M Urey	Borough of Clearfield		May 4, 1921 Bill in Equity filed
			To Hon. Langleton Bell, President Judge of said Court
			Your Orator complains & says:
May 4	1		1st: That the Boro. of Clearfield is a municipal
			corporation created and organized under the laws
			of the State of Pennsylvania having charge of the
	Hiram Schiefer		streets, alleys and public highways within the
			territorial limits of said Borough in the
			County of Clearfield aforesaid
	Prs Ralston	20.00	Sec That Hiram Schiefer, the Defts, is a resident
	" " copy Stff	5.00	of the Boro of Clfd. & County of Clfd aforesaid and is
	" " Sup "	5.00	the owner of a lot of ground located at the South-
	" " Bond	1.70	east corner of Nichols and West Front St in said Boro.
	" " & Costs	5.00	
	" "	5.00	
7/9/21	" "	5.00	
"	" "	5.00	
	Stff Gorman & Mc 5 12/16/21	5.12	Third That among the public highways of said Boro.
	Prs Ralston	5.00	is a street known as West Front St, extending from
	"	.60	
	"	1.50	River Ave, in a northerly direction to the Lawrence
	" "	.50	
	" "	.50	Township line, which street was laid out and dedicated
	" "	.50	
	" " Sup Bond	1.75	to public use to the width of sixty (60) feet by H. D
	" " Affidavit of Service	.50	
	" " cert	.50	Bigler, Esq., on a plot of the lands originally owned
	Sheriff Powell Rd J.G.L.	3.74	by him thro which said street runs and said
	Prs Ralston	.50	
		.50	street is kept up and maintained at the expense
	Stff Bill (142 3) to 72 Stats)	4.00	of said Boro of Clearfield,
	" "	.25	Fourth That the Defts by himself, his agents, and
8/		28.71	servants, has erected on said Street part of a
			two story frame building and is now engaged in
			the erection of an additional frame building thereon
			Fifth That said building already erected extends
			out into said street a distance of about ten
			(10) feet and the building now in course of erection
			will extend out into said street to the distance
			of about eleven (11) feet, and both of said obstructions
			are on the East side of said Street near the
			Nichols Street crossing
			Sixth; That the public use of the full width of
			said street will be interrupted and the rights
			of the public will be interfered with and destroyed
			unless the defendant is restrained from completing
			the building now being erected on said street
			and is compelled to remove the obstructions he has
			already placed thereon
			Your orator prays your Honorable Court to grant relief as follows
			First That an injunction preliminary now and
			perpetual hereafter be granted against the Defts, his agents,
			servants and employees, enjoining & restraining them
			these from proceeding further with the construction
			of the building which they are now erecting on said street.
			Sec That the Defendant be required to remove from said
			street the buildings & obstructions which he has already
			placed & erected thereon
			Third Such other & further relief in this behalf as
			your Honorable Court may deem just & equitable
			John M. Urey Solicitor for Plff.
			Now, May 4, 1921 preliminary injunction awarded. Said
			injunction to be taken as discharged unless
			a motion to continue the same and make it

Aug 18-1922 Read of Hiram Schiefer $28 71/100 / costs as stated Geo W Ralston Boro

permanent be argued on monday the 9th day of May, 1921, at nine o'clock A.M. By the Court Singleton Bell P.J.
May 4, 1921 Bond filed & approved By the court, Singleton Bell P.J.
May 4, 1921 Injunction affidavit filed
May 4, 1921 Injunction issued
May 4 1921 To Hiram Schiefer, You are hereby notified & 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, and to file your answer within thirty days to the within bill of complaint of the within named Borough of Clearfield and to observe what the 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 and filing 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
Witness my hand at Clearfield, Pa this 3rd day of may A.D 1921
John M Urey, atty for Plaintiff.
May 9-1921 Motion to Continue Injunction filed
Now May 9th 1921 Plff, by its atty John M Urey moves to continue the Injunction granted in the above stated Case, John M Urey atty for Plff
Order of court May 9th 1921 Continued by Consent to 16th Monday of May at 9 o'clock A.M. which is fixed as time for hearing By the Court Singleton Bell P.J.
Now May 11, 1921 Served the within Writ of Injunction & Bill in Equity with notice to cause an appearance within 15 days from date of service and to file an answer within 30 days from date of service, on Hiram Schiefer, by handing to him personally a true & attested copy of the original Writ of Injunction & Bill in Equity with notices etc. and making known to him the contents thereof. So Ans A M Gorman Sheriff
Now May 23rd 1921, by agreement of counsel at Bar preliminary injunction is continued until final hearing. Extension of time granted to Defts to file answer within thirty days By the court, Singleton Bell, P.J.
June 20-1921 By paper filed W.A. Hagerty enters his appearance for the Defendants.
June 29-1921 Defendants answer filed: with service Accepted 6/30/1921 & personal service waived by Jno M. Urey Solicitor for Plff.
June 25-1921 Affidavit of Service & Order that Bill be taken Pro confesso filed.
May 17, 1922 Bill in Equity (with copy) filed
May 17 1922 Injunction issued Ret. Monday May 22, 1922, at nine o'clock A.M.
May 17, 1922 Bond filed & approved By the Court, Singleton Bell P.J.
May 17, 1922 Injunction affidavits filed
Return of Sheriff T. J. Lowell Sheriff being Sworn Says on May 18-1922 he served on Hiram Schiefer, the defendant, personally the printed Bill, & one Copy of the Bill filed in this case, said copy containing endorsed upon it a type written notice requiring the appearance within 15 days as exactly like the Bill filed & the copy hereto attached & on May 18-1922 Served personally on defendant by handing to him a true & attested copy of the original writ. So answers Theo J Lowell Sheriff.
May 22-1922 Motion to Continue Injunction filed.
And May 22-1922, Injunction heretofore granted is continued, date for hearing to be fixed by order filed later, As the pending jury trials cannot be interrupted
Decree And now Aug 14, 1922 it appearing to the court By The Court Singleton Bell P.J. from the testimony taken at the hearings in this cause that the engineers representing the parties to the Controversy have agreed upon the location of the East Line of West Front St in Clearfield Boro along the property of Defts & that the buildings of Defts did project out over the St line & it also appearing to the Court from the statements of the attys representing the parties that the Defts has moved part of his buildings off the St & that the Engineers of the Plff have placed marks on the ground showing the St Line & the parts of the Defts buildings still projecting over said line. it is it is therefore ordered & decreed as follows: First: That the injunctions issued in this case be made permanent. Sec: That the Defts remove the parts of his buildings still projecting over the line of West Front St in said Boro.
Third: That the Defts pay the costs of this proceeding including the bill for Witness fees of Plff.
By the Court Singleton Bell P.J.

Sept. Term 1921

John M Urey
Geo. R Bigler

Samuel L. Kester
Grampian, Pa

May 7

2

Zella I Farwell
R. G. Farwell her husband Grampian, Pa

Pro Ralston		2.50
"		50
"		50
"	Dep	1.75
"	Bond	50
"	2 Copies Cert.	1.00
"	ordering Cert	50
May 7 1921 Rec'd on acct of atty 5.00	Shff Gorman & Wit. Pro Ralston Cost mf	8.40
		50
Pro Ralston		60
		1.50
		18.70
	Less	13.20
		5.50
10/24/21		50
"		50
"		1.00
		15.10
Shff Gorman	A Wit &	5.40
Oct 28, 1921 Rec'd from H R Bigler atty for 21.10 being costs as follows		
Shff Gorman 13.80	Geo R Ralston 7.30	
	Geo W Ralston Rothy	

May 7 1921 Bill in Equity filed
To the Honorable Judge of the above named court,
Your orator complains and says:

(1) That he and the parties named as Defts above, do hold together and undivided, the following described real estate situate in said County, which is all of the real estate which they so hold, to wit:

All the coal lying in, or under, all that certain tract of land situate in Penn Twp. Clearfield county, State of Penna, bounded & described as follows:

Beginning at a stone pile, corner of Fred Pentz and on line of William Bowles estate; thence by land of James Henry estate South five (5) degrees West eighty-five & five tenths (85.5) perches to a post at public road; thence along said road six and six-tenths (6.6) perches to a post; thence South five (5) degrees West along land of Seymour Kester, nineteen and five-tenth (19.5) perches, more or less, to a post; thence South eighty-five (85) degrees East six & four-tenth (6.4) perches to a post; thence South five (5) degrees West sixty-three (63) perches to a post on line of land of A. C. Cleaver; thence along line of A. C. Cleaver & Foster Yeager lands north eighty-five (85) degrees West one hundred and twenty-four (124) perches to a post in middle of road leading from Grampian to Bells Landing; thence following said road in a Northeasterly direction one hundred four and six tenth (104.6) perches to a post at corner of land of Elijah Wall estate; thence north sixty & three fourth (60¾) degrees West along land of E. Wall estate forty-four (44) perches to a post; thence dropping South two (2) perches to a post; thence continuing north sixty and three fourth (60¾) degrees West to a post on line of Murray Spencer land; thence north thirty-five (35) degrees East twenty-six and eight-tenth (26.8) perches to a post on public road; thence North forty (40) degrees West along said public road fifty (50) perches, more or less, to a post on line of land of Alonzo Spencer; thence North five (5) degrees East twenty (20) perches, more or less, to a post on line of William Pentz land; thence South eighty-five (85) degrees East along line of William Pentz one hundred twenty-four (124) perches to a stone pile (originally a Maple) and place of beginning, containing ninety acres more or less,

Excepting & Reserving within the above boundary a plot of ground containing Twenty Thousand one hundred (20.100) square feet & buildings, situated on Grampian Bells Landing road, the property of R P Kester.

(2) Your Orator therefore prays premises become vested

(1) That the defendants above named may be required to appear and answer the matters hereinbefore complained of by your orator.

(2) That said coal be partitioned according to the act of July 7th 1885, and its supplements and divided among the several parties in severalty

(3) That if such allotment cannot be made, without

Contd on next Page

No 2 Sept T 1921

prejudice and injury to the parties, then that a decree be made that the same be sold by the master and the proceeds divided as the interest of each party may appear.
That the defendants above named and their employees, be restrained, until the rights of the parties hereto are established, from doing further injury and damage to your orator, by attempting to open the said coal as above set forth
Such other and further relief as to your Honor shall seem meet & equitable
John M Krey, Geo R Bigler Solicitors for Plff.
Now 7th day of May, 1921, on filing of the Bill of Complaint in this cause and said plff having given bond with approved security as required by the act of assembly, upon motion of John M Krey and Geo R Bigler Solicitors for the plff. it is ordered that an injunction issue pursuant to the prayer of the bill and the 12th day of May 1921, is fixed for a hearing thereon.
By the Court Singleton Bell Pf.
May 7th 1921 Injunction issued
Now May 7th 1921 Bond filed and Approved. Geo K Ralston Prothonotary
Notice To Zella I Farwell & R G Farwell, her husband, Defendants
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, Pennsylvania and to file your answer within thirty days to the within Bill of Complaint of the within named Samuel L Kester, complainant, 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, and by not filing 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.
Witness our hands at Clearfield, Penna; this day of may A D. 1921
John M Krey, Geo R Bigler Solicitors for Plff
Now May 9 1921 Served the within Writ of Injunction upon Zella I Farwell & R G Farwell her husband by handing to each of them personally a true & attested copy of the original and making known to them the contents thereof, also Served Bill of Complaint with notice to cause an appearance within 15 days from date of service, and to file an answer within 30 days from date of service on the within mentioned Zella I Farwell and R G Farwell her husband by handing to each of them personally a true and attested copy of the original and making known to each of them the contents thereof.
A M Gorman, Shff.
May 12 1921 Motion to Continue Injunction & Order filed as follows
Now May 12 1921 Injunction Continued to June 13th 1921 at 9 o'clock A M.
By the court Singleton Bell P J.
June 17, 1921 Decree Pro confesso filed
A G Kramer Esq is appointed master, to divide and partition the said lands into purparts.
The master is hereby directed to give like notice to the parties interested, as required in proceedings at law. He is required to report to this Court on the first Monday of October 1921
By the Court Singleton Bell P J.
Oct 22. 1921 Masters Report filed order as follows.
Now, Oct 21, 1921, Samuel L Kester the Plff having filed his offer in writing to take the coal & other mineral underlying the said premises described in the bill filed; Containing 90 acres of land situate in Penn Twp. Clearfield Co. Penna, and known as the Kester farm including all the mining privileges at his bid or valuation of $3915.00 he being the highest bidder & said sum the highest and best price bidden for the same,
and whereas the said Samuel L Kester being the owner of the undivided two thirds interest of the said underlying mineral & the said Zella I Farwell of the undivided one third interest underlying the said premises as described in the bill filed.

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Continued from Page 181 James H. Allport vs Huntingdon & Clfd. Tel. Co
No 1 Febry Term 1921

February 14, 1921, that for hearing be given under the three mortgages hereinbefore set forth, to-wit: mortgage from "The Huntingdon & Clearfield Telephone Company, Indiana Telephone Company, Telephone & Telegraph Company, that like notices be given to A. W. Lee & W. J. Patton syndicate managers for the syndicate owning certain of said bonds: that like notice be given to the Huntingdon & Clearfield Telephone Co. on the treasury of which certain of said bonds were held: that notice by United States Mail with sufficient prepaid postage attached thereto be given to the individual owning said bonds at their respective addresses as shown by the list of bond holders hereto attached, and that notice also be given by publication in one newspaper published at Clearfield, Pa.

By the Court, Singleton Bell P.J.

June 1, 1921, Exceptions to petition and order of court for issuing Receivers Certificate filed by Alex S Mahon, atty Pittsburg, Pa.

June 2, 1921 Proof of Service of Notice filed

Final Order. And now the 2nd day of June, A.D. 1921, due proof of the giving of service of notice as provided by the order of the Court under date of May 14, 1921, having been presented & made to said Court, & after a full hearing of the matters unvolved, & the Court being satisfied of the necessity of the issuing of Receiver's Certificates as provided by the order of said Court of Feb 14, 1921, substantially in the form & upon the terms & conditions & with the priority for lien & payment as in said order made, & there being no sufficient reason appearing to the contrary, & the Court being satisfied that reasonable & sufficient notice has been given to all persons whose interests might be affected by the issuing of such Receivers Certificates & by giving them priority of lien & payment: and that such certificates should be issued under the terms & conditions named in said order of Feb 14, 1921 it is now ordered, adjudged & decreed that the order of Court of Feb. 14, 1921 authorizing the issue of Receivers Certificates to an amount not exceeding fifty thousand ($50,000.00) dollars, upon the terms and conditions therein named, with priority of lien & payment as therein provided, is ratified confirmed and approved.

By the Court,
Singleton Bell. P.J.

June 2, 1921 Opinion filed

Jan 27, 1922 Petition to authorize receiver to enter into lease with Johnstown Telephone Co. filed by Miller & Hartswicks atty

Mar. 10 1922 Certified Copy of decree of Com. Court to Johnstown Tel Co

Feb 4, 1924 Receivers petition for order to sell property at public sale filed

Order of Court. Now, the 4th day of February, A. D. 1924, the within petition presented, and after due consideration it is ordered & decreed the Clearfield Trust Company, Receiver of the Huntingdon & Clearfield Telephone Co, be & is hereby ordered & directed to sell at public sale all the rights, and franchises, and all the property, personal, mixed and real, all stocks and securities, all the pole, wire and cable lines, exchanges, exchange equipment, fixtures & furnishings, all rights of way, contracts for rights of way, leases, agreements, contracts, automobiles, auto trucks, implements, tools, supplies, and all other property, rights & interests of the Huntingdon & Clearfield Telephone Co, & including the lot of ground and building thereon erected, situate on the corner of Carpenter Avenue & Gompers Alley in the Boro. of Indiana, County of Indiana, State of Pa, and all other property & property rights of whatsoever character or nature, and wheresoever situate, real, personal or mixed, owned, held, possessed or enjoyed by the Huntingdon

(Continued on Page 247)

continued from Page 195. #1. May Term 1921.

amount deposited with the Receivers as a condition precedent to bidding, and 40% of said purchase price at the time of the confirmation of the sale by the Court, and the remainder in six months from the date of such confirmation, with interest thereon from such date, and to be secured by Bond and Mortgage entered of record bearing the same date, and to be executed, delivered and recorded simultaneously with the Deed for such property, but with the right and option in all purchasers to pay in cash the full amount of the bid.

It is further ordered that the said Receivers shall, before offering said properties for sale, they shall file their bond with sureties, approved by the Court, in the sum of seventy-five thousand dollars, conditioned for the due and proper appropriation and accounting relating to the sum or sums which shall be received as proceeds of any sale or sales made under this decree. By the Court

Singleton Bell, P.J.

Jan. 16th, 1922. Proof of publication filed.
Jan. 17th 1922. Motion for permanent injunction filed.

Now, January 16th, 1922, motion granted and preliminary injunction heretofore issued is hereby ordered and decreed to be and become final and permanent.

On motion of the Plaintiffs or upon application of the Receivers specific injunction or restraining orders to be signed upon being presented to the Court, to the end that the same may, if desired by the Plaintiffs or by the Receivers, be available for service on any persons seeking to transgress the general order now made. By the Court,

Singleton Bell P.J.

Feb. 17-1922 Bond filed and approved by the Court
March 11. 1922 Return of Sale filed

To the Honorable Singleton Bell President Judge of said Court

W N Conrad, J F Sprankle & H M Riner Receivers of the above named Deft Corporation appointed by your Honorable Court respectfully return & report,

That under & pursuant to the Order of Sale issued out of said Court on Jan 16. 1922 & to said Receivers directed, due compliance was had with all of the requirements of said Order, the said Receivers giving notice by publication for four successive weeks in the Clearfield Progress, a newspaper published in the City of Clearfield & County of Clearfield viz on Saturday Jan 21, Jan 28, Febry 4, Febry 11, 1922, and in like manner in the DuBois Morning Courier a newspaper published in the City of DuBois, County aforesaid, for four successive weeks, viz on Jan 26 Febry 1, Febry 8, Febry 15, 1922 Copies of which notices are hereto attached & marked respectively Exhibits A & B, and proof of said publications under oath by the respective publishers of said papers are also hereto attached and likewise marked Exhibits A & B. That in addition to this bills of said sale were posted in all of the public places in the vicinity of the premises of the Deft Co, a copy of which is hereto attached & marked Exhibit C, & the bills aforesaid together with copy of notice hereto attached & marked Exhibit D were sent to all of the Creditors of the said Deft Corporation on the day of the date of said notice, and in like manner the notice of said sale was filed in the office of the Auditor General of the State of Pennsylvania a copy of which is hereto attached and marked Exhibit E.

Contd on Page 230

Sept Term 1921

A M Swingler	Maryland Coal and Coke Company Plaintiff	May 16-1921 Bill in Equity filed To the Honorable Singleton Bell President Judge Your complainant, Maryland Coal & Coke Co avers and says as follows:
May 16	3	1st That it is a Corporation of the State of West Virginia engaged in mining & shipping bituminous coal in Clearfield and other counties; authorized to do business in the State of Penna with head office in Philadelphia
Chase & Chase	Vital Bernier Defendant	2nd That the Defr is a resident of the Township of Bigler, Clfd Co Penna.
		3rd: That the complainant has a coal operation in the Twp of Bigler aforesaid by means of which it operates Coal on lands of Bernard-White Coal Mng
		company and of Reading, Richey & Wallace
		4th: That the "Little Soldier" Mine of the complainant sends the coal of Bernard-White Coal Mng Co. etc to reach its tipple the complainant goes thro. lands claimed by Vital Bernier Dorice Cambier Estate & others
		5th That by a written instrument bearing date Oct 18" 1916 between Vital Bernier & W. E. Eckberg, the rights in which have passed to the complainant with the consent of the Defr who has regularly received wheelage thereunder. The complainant has a right of way & passage over the lands claimed by Vital Bernier description of which is as follows: Beginning at a certain point on line fence of Dorice Cambier; thence North East three hundred feet or more in depth along line feet in breadth extending in south along said land & party of the first part Vital Bernier as a tramway or road for hauling coal from adjoining lands.
		6th: That on the said described strip the complainant has constructed a tram road over which it hauls its mine Cars, loaded & unloaded, by electric power: and has so been doing for over 3 years
		7th That the Defr herein, Vital Bernier has from time to time interfered with & interrupted complainant's right of passage over said tram road has obstructed it with posts, has prevented complainant from hauling its coal to its tipple & thereby has kept its mine idle & prevented its coal from going to market
		8th That as recently as Monday May 9, 1921 the Defr has interrupted & interfered with the passage of the complainants cars & motor over said tram way having planted a post in the middle of said tram way which still stands as planted by him. Complainant avers that it is without adequate remedy at law & prays the Court for equitable relief as follows:
		"A" That the Defr be restrained temporarily now and permanently thereafter from in any way interfering with the tram road or the operation of the tram road described & referred to in this Bill in Equity
		"B" That the Def, his agents & employes be restrained & prohibited from in any way interfering with or intimidating the employees of the complainant in their passage to & fro upon said tram road
		"C" That the Defr be required to remove said post planted

Pro Ralston (By 5/16/21 atty 2.25)	2.50	
" 2 Copies certs	1.00	
" Inj	1.75	
" Bond	5.00	
" aff	5.00	
"	5.00	
" order of court	5.00	
Shff Gorman A M Co.	9.50	
Pro Ralston	.50	
	.50	
	.60	
"	1.50	
	.60	
"	1.50	

Now June 9 1922. Recd of G. M. Swingler
atty $19.95 Inj Shff Gorman 9.50
Pro Ralston 10.45
Geo W Ralston Esq.

by them on the tram road mentioned in this Bill in Equity
"D." Such other & further relief in the premises as to the court may seem just & equitable
May 16 - 1921 Injunction affidavits filed
May 16 - 1921 Injunction issued
May 16 1921 Bond filed and approved By the Court. Singleton Bell P.J.
May 16 - 1921 Order of Court awarding injunction filed as follows
Order May 16, 1921 The Bill in Equity & Injunction affidavits in the foregoing matter having been presented by the complainant, Maryland Coal & Coke Company, through its counsel, & having been considered, it is ordered & decreed that an injunction is hereby awarded, directed to Vital Bennier the defendant named in the said Bill in Equity; and the said Vital Bennier is hereby restrained from interfering in any manner with the operation of the tramroad leading from the drift mouth of Little Soldier mine in Bigler Twp. Clfd Co. Penna to the tipple. He is fiither enjoined & restrained from interfering with Maryland Coal & Coke Company, in the operation, management & conduct of said tramroad, & from interfering with or intimidating said corporation, its employees, agents or servants in their passage to and fro upon said tramroad; or in their going to or coming away from their employment or duties in & about Little Soldier mine

The Defr is further enjoined & restrained from placing obstructions of any kind on the tramroad described on the right of way appurtenant thereto, and he is ordered and directed to remove any coals by him placed thereupon, or any other obstruction of whatsoever kind or character, that he may have placed thereon.

This injunction shall be taken as dissolved unless a motion to continue the same is made on the 23rd day of May 1921 at 11 o'clock A.M, subject to any further order of the court in the premises.

Bond with security in the sum of Five Hundred ($500.00) Dollars to be entered before the injunction issues By the Court Singleton Bell P.J.

To Vital Bennier: Deft You are hereby notified & required within 15 days after service hereof on you, to cause an appearance to be entered for you in the Court of Common Pleas of Clfd County, Pa. and to file your answer within 30 days to the within Bill of Complaint of the within named Maryland Coal & Coke Company, and to observe what the said shall direct. You are also notified that if you fail to comply with the above directions by not entering an appearance in the Prothonotary Office within 15 days or by not filing your answer within 30 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 Pa. on this 16 day of May 1921
A M Liveright, atty for complainant.

Now May 16, 1921 Served the within writ of injunction upon Vital Bennier by handing to him personally a true & attested copy of the original & making known to him the contents thereof Also served a true & attested copy of the Bill in Equity with notice to cause an appearance within 15 days & file an answer within 30 days from date of service. So ans A M Gorman Shff

Now May 16" 1921 Served the within Bill in Equity with notice to cause an appearance within fifteen days & file & answer within thirty days from date of service on Vital Bennier by handing to him personally a true & attested copy of the original & making known to him the contents thereof, also served at the same time a true & attested copy of the writ of injunction.
So ans. A M Gorman, Shff.

May 18-1921 Agreement of Council of extension of time for Motion & hearing filed.
May 18-1921 Extension of time for Motion & hearing thereon to Continue preliminary injunction is Granted to May 30-1921 in accordance with Stipulation of Council in the above case By the Court

Sept Term 1921

Arnold	Commonwealth, Ex. Rel. John C Arnold. District Attorney		May 31. 1921 Bill in Equity filed To the Honorable Langhorn Bell Presiding Judge of Said Court. Your orator complains and says.
May 31-	H		1st. The Relator is District attorney of Clearfield County
Boyer and Mc+H	Johnny J. Jones		Sec. Johnny J Jones is the owner, proprietor and manager of what is known as the Johnny J Jones Shows, commonly called a Carnival, + consisting of a number of different entertainment, booths and places of amusements + games,
			Third. That the Johnny J Jones shows are managed, and directed by Johnny J Jones, That most of the
Pro	Ralston by atty	2.50	constituent parts of the Carnival or Shows, operated and
"	" Certic copy	.50	directed by the respondent, are owned by the respondent, and
"	" Dog	1.75	as to such parts as are not owned by the respondent,
"	" Bond	.50	That the respondent has the direction and control thereof
"	" affd	.50	as owning the owners of said Shows, which respondent does
"	" affer	.50	not own, to be associated with the Shows or Carnival
Shff	Gorman R. M. S.	7.10	of the respondent, for a valuable consideration.
Pro	Ralston	.50	Fourth. The respondent, Johnny J Jones, is exhibiting the
	"	.50	said Johnny J Jones Shows in the City of Du Bois
	"	.50	Clearfield County Penna, commencing said exhibition on the
affd	Progress (Ck 776)	10.00	30" day of May 1921, + the said Johnny J Jones plans and
			intends to continue the exhibition of said Shows
June 4. 1921	Rec of Miller +		for a period of five days after the said 30" day of may
Hartswick. atty	Pro Ralston 8 7.75		in the said City of Du Bois.
Shff Gorman	8 7.10. affd Progress		Fifth That in connection with the said Shows, operated
8 10.00	Costs as taxed above		by the respondent as aforesaid there are a considerable
	Geo W Ralston. Pro.		number of devices and apparatus used for the purpose
5-2-24	Pro Ralston &	1.50	of conducting at which money & other valuable things
6-6-24	Shff Lowell	8.50	are & were played for staked and betted upon, and
			that said device apparatus and paraphernalia were
			set up and established and operated as aforesaid by
			and at the direction & control of the respondent in
			the City of Du Bois on the 30" day of may 1921
			Sixth That the said respondent does procure, permit
			and solicit invite and persuade the general public
			to visit the said devices, for the purpose of staking
			or betting upon the same game therein conducted
			and that the said respondent did, on the 30" day of
			may 1921 in the said City of Du Bois, solicit invite
			and persuade the general public to visit the said
			devices for the purpose of staking or betting upon the
			said game therein conducted.
			Wherefore your deponent prays for the following relief
			First That an injunctive issue preliminary now
			to be made perpetual on hearing had restraining and
			enjoining the said Johnny J Jones, his agents
			servants, employees and all other persons associated
			with him in the operation of the Carnival known
			as the Johnny J Jones Shows from operating, exhibiting,
			permitting or allowing to be operated or exhibited, and
			from maintaining & permitting to be maintained any
			& all devices, apparatus & equipment whereby in any
			way any prize, gift, or anything of value, be
			distributed, allocated or given away by Chance or
			lot to any person or persons who has paid, or

had paid in their behalf any money or valuable consideration & has received therefore or therewith any chance to receive a prize distributed by lot; and restraining & enjoining the said Johnny J Jones, his agents, servants and employees and all other persons connected or associated with The Johnny J Jones Shows from maintaining operating or causing or allowing to be maintained or operated any gambling devices or lottery.

Second: That an injunction issue preliminary now to be made perpetual on hearing had, restraining and enjoining the said Johnny J Jones, his agents servants, employees and all other persons associated with him in the operation of the Carnival known as the Johnny J Jones Shows from selling or any chances, lots or lotteries or giving away with any goods or chattels, which are sold any chance to obtain a prize

Third: That your orator have such other and further relief as the nature of this case may require John C Arnold, District attorney

May 31 1921 Affidavits for preliminary injunction filed

May 31 1921 Injunction issued

May 31, 1921 Bond filed

May 31, 1921 Order of Court filed as follows.

And now, May 31, 1921, on filing of the bill of complaint in this cause, the plaintiff having bond with approved sureties as required by the act of assembly upon motion of John C Arnold, District attorney of Clearfield County, it is ordered that preliminary injunction issue restraining and enjoining the said Johnny J Jones his agents servants employees and all other persons associated with him in the operation of the Carnival Known as the Johnny J Jones Shows, from operating, exhibiting, permitting or allowing to be operated or exhibited, and from maintaining and permitting to be maintained any and all devices, apparatus and equipment whereby in any way any prize, gift or anything of value, be distributed allocated or given away by chance or lot to any person or persons who has paid or had paid, in their behalf, any money or valuable consideration and has received therefor or therewith any chance to receive a prize, distributed by lot; and restraining & enjoining the said Johnny J Jones, his agents, servants and employees & all other persons connected or associated with the Johnny J Jones Shows, from maintaining operating or causing or allowing to be maintained or operated any gambling devices or lottery.

That a preliminary injunction issue restraining and enjoining the said Johnny J Jones, his agents, servants, employees and all other persons associated with him in the operation of the Carnival Known as the Johnny J Jones Shows, from selling any chances, lots or lotteries, or giving away with any goods or chattels, which are sold, any chance to obtain a prize

It is further ordered that the second day of June 1921 at the hour of nine o'clock A. M is fixed for a hearing thereof, By the Court, Singleton Bell P.J.

To Johnny J Jones at Du Bois Pa

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 Penna, Sitting in Equity, and to file your answer within 30 days to the within Bill of Complaint of the within named Commonwealth Ex Rel John C Arnold, Dist Atty 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 Prothonotary's office within 15 days & to file your answer within 30 days, you will be liable to have the bill taken pro confessio & a decree made against you in your absence.

Witness my hand at Clearfield, Penna this 31st day of May A. D. 1921

John C Arnold, District attorney

Clearfield, Penna

Now May 31, 1921 Served the within Writ of Injunction & Bill of Complaint with notice to Cause an appearance within 15 days from date of service and to file an answer within 30 days from date of service

Contd from Page 209 Sept Term 1921

on Johnny J Jones, by handing to him a true and attested copy of the original & making known to him the contents thereof
So answers, A M Norman, Sheriff
Now June 1, 1921 By paper filed L E Boyer & Miller & Hardaway Attys enters their appearance entered for the defendant
Now June 2. 1921 By agreement of Counsel at Bar, it is ordered and decreed that the preliminary injunction made May 31. 1921 be continued and made perpetual with like and full effect of a decree made upon final hearing
It is further ordered that the defendant pay the costs of this proceeding
By the Court Singleton Bell P J
Now May 5. 1924 served on the Defts. Johnny J. Jones, personally by handing to him a true and attested copy of the original injunction & making known to him the contents thereof. So ans Thos J Lowell Shff.

Continued from Page 203 No 2 Sept T 1921

It is therefore hereby ordered and decreed; that on the delivery to the said Samuel L Kester, by the said Zella T Farwell & R H Farwell her husband a Deed in fee simple for the undivided third interest owned by the said Zella T Farwell in the said mineral with all the mining rights & privileges to the same: That the said Samuel L Kester pay to the said Zella T Farwell the sum of $130.00 the one third of his said bid; less one third of the Cost of these proceedings which is to be paid by the said Zella T Farwell the Defr, and the remaining two thirds by the said Samuel L Kester the Plff. By the Court Singleton Bell CJ

Sept Term 1921

M & H	School District of Coalport Borough and School District of Irvona Borough	July 13, 1921 Bill in Equity filed Your orators complain & say: First That the School Dist of Coalport Boro & the School Dist. of Irvona Boro & the School Diss of Beccaria Twp are each separate school districts within the County of Clfd & State of Penna.
July 13	5	Sec. That prior to 1917 each of said school districts had established & was maintaining a separate high school for its respective district each of said high schools being included within what was known as the fourth class.
Lumpkin & Smith & Smith	School District of Beccaria Township	Third: That said districts desiring to establish a joint high School that would be within the first class, for the use & benefit of the said three school districts established, constructed, equipped & furnished a joint high school for the use & benefit of the said three school districts and since said time have maintained and conducted said joint high School for the use & benefit of the said three school districts. Said joint high School being conducted in a building owned by and situated within the school districts of Beccaria Twp.
Pro Ralston	2.50	Fourth That since the establishment, equipment and furnishing of said joint high school each of said school districts has contributed toward the expense of the maintenance and operation of said joint high school in accordance with the agreement between the said three school Dist. entered into at the time said joint high School was established as aforesaid, & during all of the period since the establishment of the said high school the complainants herein have fully performed & discharged all the obligations & duties imposed upon them by the agreement of the said three school districts
" "	5.0	
" "	5.0	
" " Rule	15.0	
" " "	60	
" "	5.0	
" " order	5.0	
Shiffler Gorman & Allen —	10.70	
J. N. Smith & Pfff Sub " (Ck 904)	4.65	
Pro Ralston	.50	
" "	.50	
" " Hearing	1.00	
" " 3 motions to open com	1.20	
" " Opinion & decree	.5.0	
" " Certi	.5.0	
" " Certi	5.0	
	26.65	

Oct 5, 1921 Rec of Miller & Hartzwick atty's ck for $26.65 being costs as follows
Shiffler Gorman $10.70 J. N. Smith Pfff Sub $4.65
Pro Ralston $11.30
Geo W Ralston Prothy

Fifth That by reason of the establishment of the said joint high school by the aforesaid three school districts, the School Dist. of Coalport Boro. & the School District of Irvona Boro. discontinued the separate high school which had theretofore been established & maintained by each of said districts, and neither of said districts has since maintained & conducted a separate high School. The School District of Beccaria Twp. likewise discontinued its separate high school & has not since maintained a separate high school for said district. The said three school districts maintaining & using the joint high school as hereinbefore set forth
Sixth The action of the several boards of directors of the said three school districts establishing and maintaining the joint high school as hereinbefore set forth & their agreement between the said three school districts relative to the establishment & maintenance of said joint high School are

in writing and entered in full in the minutes of the respective school districts or boards of directors of each said districts. Copies of said minutes being hereto attached marked exhibits "A" "B" & "C" made a part of this Bill

Your orators, therefore, pray that a rule may be granted upon the School district of Beccaria Twp. returnable to such time as your Honorable Court may fix to show cause

First. Why an injunction should not be issued restraining the school district of Beccaria Twp from withdrawing from & terminating the joint high school established by the plffs. school districts & the Def. school district as hereinbefore set forth from forcing & compelling the plff school districts to withdraw from the building heretofore used as such joint high school

Sec. Why an injunction should not be issued restraining the school district of Beccaria Twp. from refusing to continue the joint high school heretofore established by the aforesaid three school districts

Third Why an injunction mandatory in form should not be granted against the school district of Beccaria Twp compelling said school district to continue said joint high school & to pay its proportionate share of the expense of maintenance thereof in accordance with the agreement entered into by said three school districts at the time said joint high school was established

Fourth Why an injunction mandatory in form should not be issued compelling the school district of Beccaria Twp. to perform & do every act necessary to the continuance & maintenance of said joint high school as the said school district of Beccaria Twp agreed & obligated itself to do at the time said joint high school was established by the aforesaid three school district

Fifth Why an injunction mandatory in form should not be issued on the school district of Beccaria Twp compelling said district to join & unite with the School District of Coalport Boro & the School Dist of Irvona Boro in maintaing & conducting of the joining high school for the school years 1921 & 1922, & for the years following thereafter until such time as said joint high school may be discontinued said school districts in accordance with Law

Sixth For such other and further relief as the plaintiff may be entitled to have

Miller & Hartswick, Solicitors for Plff

July 13 1921 affidavits filed

July 13 1921 Copy of Minutes of Consolidation Beccaria Twp, Irvona Borough and Coalport Boro Schools filed

To School District of Beccaria Twp.

You are hereby notified and required within 15 days after service hereon or upon to cause an appearance to be entered for you in the Court of Common Pleas of Clearfield County, Penna. Sitting in Equity & to file your answer within 30 days to the within Bill of Complaint of the within named School Dist of Coalport Boro & School Dist of Irvona Boro, & to observe what the said Court shall direct.

You are also notified that if you fail to comply with the above direction by not entering an appearance in the Prothonotary's office within 15 days or filing an answer within 30 days you will be liable to have the bill taken pro confesso, & decree made against you in your absence.

Witness our hands at Clearfield, Pa this 12th day of July A.D. 1921

Miller & Hartswick, Solicitors for Plff

Order of Court Now the 12th day of July A.D. 1921 the within Bill of Complaint presented, read & considered and thereupon a rule is granted upon the School Dist of Beccaria Twp. to show cause why an injunction should not be granted in this case as prayed for by the Complainants

Said rule is returnable to & shall be heard on the 1st Monday of August A.D. 1921, at 9 o'clock A.M. By the Court, Singleton Bell P.J.

July 13, 1921 Rule Issued

Continued from page 213. #5 Sept T. 1921

Nov July 13-1921 Served the within Rule & copy of Plffs Bill of Complaint with notice to cause an appearance within 15 days & file an answer within 30 days from date of service. On the School District of Beccaria Township by handing to Clayton Croyle, Secretary of said School District of Beccaria Township a true & attested copy of the original Rule & Bill of Complaint with Notices &c & Making Known to them the Contents Thereof/

So ans A.M. Gorman Sheriff.

July 30-1921 Plffs Printed Bills filed 7/30/21 Service Accepted by Copy Printed Bill Smith & Smith for Defts.

July 30-1921 Defendants answer filed by attys Smith & Smith with Notice of filing served on Miller & Hartswick Plff attys by Copy

Aug. 1st 1921. Hearing had and cause continued.

Aug 8th 1921 Opinion & Decree filed

Now, aug 5. 1921 the Rule to show cause why an injunction should not issue is discharged at the costs of the Plaintiffs. Exception noted & bill sealed for the Plaintiffs

By the Court Singleton Bell C.J.

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September Term 1921

Rentz & Rentz	Horace L. Smith & Lynn C. Leymen		August 19. 1921 Bill in Equity filed Your orators. Complaining say:
	Dubois, Pa,		First: On the 20th April 1920. your orators, and John A McCullough, the above named Def. formed a Co-partnership by a verbal agreement, for the operating of a bakery in the city of Du Bois, on the 21st August 1920 opened said bakery for business under the firm name of "Federal System of Bakeries of Du Bois. Pa." which said bakery is located at No. 133 West Long ave. in the city of Du Bois in said County.
Aug 22	6		
L.E. Boyer	John A. McCullough		
Jno. C. Arnold			
Ors Ralston	5/23/21 By atty	2.50	Sec. The Capital stock of said Co-partnership was to be Twenty-nine Hundred Twenty-five Dollars ($2925.00). of which your orators were each to
" "		5.00	
" "		1.00	
" "		1.50	
" "		1.75	
" "		.50	
		.50	
Shff Gorman A & M S		7.30	Contribute one-third 1/3 thereof. & which they did
" "	A & M S.	7.30	Contribute, & the defendant was to contribute
Pro Ralston		25	one-third 1/3 thereof. but your orators are
S/			informed & believe that the Def. has not Contributed his one-third 1/3 or Nine Hundred seven five Dollars ($975.00) as provided for in said verbal agreement.
Sept 20-1921 Recd of Rentz & Rentz.			Third Your orators were each engaged in business in Jeannetta Pa & the said Def. was permitted to open said bakery in Du Bois under the partnership laws of the State of Pennsylvania there being no other arrangement about the operation of said bakery with the said Def.
$6.00/100 Pro Ralston Costs			
Geo H Ralston, Pro.			Wherefore your orators pray for relief as follows
			First That your Honorable Court appoint a Receiver to take charge of said business, to conduct & operate the same, with power to purchase raw materials as needed & to sell the finished product to employ or discharge help or assistants, to ascertain the net worth & the net worth of each share of the partners therein to ascertain the entire business status & standing of said business, to find all accounts payable & the indebtedness of said business & to do all other things in the operating of said business & keeping it a going affair until this bill is disposed of.
			Sec. To restrain the said John A McCullough from conducting & managing said business from contracting any further accounts or other indebtedness & from being in & about said storeroom at No. 133 West Long ave Du Bois, Pa or having anything further to do with said Federal System of Bakeries of Du Bois Pa either as an individual or as a Co-partner
			Third. That the said John A McCullough to ordered to turn over to said Receiver all books, papers, contracts & everything belonging & pertaining to said business from the date of its inception to the date of the appointment of said Receiver.

Fourth. That the said John A McCullough be ordered, directed & compelled to account for all of the business done by him from the opening of said Bakery up until the date of the appointment of the Receiver in this Case
Fifth Such further & other equitable relief as your orators are entitled to. And they will ever pray, etc.
august 19 1921 Affidavits filed
August 19 1921 Bond filed and approved, By the Court.
To John A. McCullough within named Def.
You are hereby notified & required within 15 days after service hereof or upon to cause an appearance to be entered for you in the Court of Common Pleas of Clearfield County Pa Sitting in Equity, & to file your answer within 30 days to the within Bill of the within named Horace L Smith & Lynn C. Leyman & 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 Prothys Office within 15 days or filing your answer within 30 days, you will be liable to have the bill taken Pro. confesso. & a decree made against you in your absence.
Witness our hands at Du Bois Pa this 18th day of aug 1921
Reitz & Reitz, Solicitors for Plff.

Now, Aug 19, 1921, Bill in Equity having been presented, with bond & affidavits, & among the prayers therein appearing is that a Receiver shall be appointed for the business operated in DuBois under the firm name of the Federal System of Bakeries of DuBois, Pa which it is averred in said Bill is a partnership consisting of the Plffs. & Def., & there being the further prayer restraining the Def. from conducting or managing said business contracting indebtedness or having anything further to do with the business, & the court having granted a Rule to show cause why a Receiver should not be appointed, for the purpose of maintaining the existing status until said Rule can be determined it is ordered & decreed that the Def. John A McCullough, the Def. named in the Bill be enjoined & restrained from contracting any indebtedness in & for the account of the said Federal System of Bakeries of DuBois Pa & from conducting & managing the business of the said firm or in any wise or manner disposing of the property of the said partnership, or of changing, altering or in any wise affecting the present books, papers & records of the said partnership.
This Injunction to be in force & continue until the further Order of the Court, provided, however, that a motion to continue the same be heard on Monday, Aug. 22, 1921, at 9 o'clock A.M.
By the court, Singleton Bell, P.J.
Aug 19, 1921 Injunction Issued

Now, August 19, 1921, Bill having been presented averring that the parties are partners operating under the firm name of the Federal System of Bakeries of DuBois, Pa and averring that the Def. does exclude his partners from management & participation in the business and averring other facts in the Bill presented, Rule is granted on the said Def. to show cause why a Receiver should not be appointed. Returnable Aug 22, 1921 at 9 o'clock A.M.
By the court Singleton Bell P.J.
Aug 19, 1921 Rule Issued
Aug 22, 1921 L.E. Boyer, atty and Jno. C. Arnold enters their appearance for Def. Now Sept 12, 1921, above action discontinued at Plff's cost.
attest—
Geo. M. Ralston
Prothy
Reitz & Reitz
Attys for Plff

September Term 1921

M & H	United Traction Street Railway Company		Sept 5, 1921 Bill in Equity filed To the Honorable Singleton Bell, Judge of said Court Your Orator complains & says:
			(1) That your orator is a Public Service Co. being a street railway corporation, chartered under the Laws of the State of Penna. & operates, manages and controls a street railway for public use in the conveyance of passengers & property, extending from the intersection of Long Ave & Brady St in the City of DuBois, Clearfield Co. Penna, to Big Run, Jefferson County, said State, and one of the places or points being served by your Orator is Erton, lying between the terminus of said Railroad & at which place your Orator has & maintains a regular stop or station; that said railway is operated & located in part over, through & along Long Ave, Main St & other Street in the City of DuBois, Clearfield Co. Pa. with a continuous railway or route to Big Run, Jefferson Co. Penna & serving the public to & from Erton, Clearfield Co. Penna, & your Orator is a common carrier within the provisions of the act of assembly of Penna of the 26th of July AD 1913 entitled, "An act Defining Public Service Companies", etc., P.L. 1374, & has complied with the provisions of said Act.
Sept 5-	vs		
Penty & Penty	Thomas Costello		
Pro Ralston		2.50	
" "		50	
" "		1.50	
" "		50	
Shff Gorman	A M G.	8.30	
Pro Ralston		.50	
"		50	
"		50	
"		1.75	
"		50	
Shff Gorman	A M G. refund	7.30	
N 6 Nuly	Pd by Shff. (1159)	2.10	
		27.45	
March 21 1922 Rec'd of Miller & Fountain, Atty's Costs as above $27.45			(2) The Def is "A Public Service Company", as defined by Sec. 1 of said Act of Assembly, & is a common carrier engaged for profit in the conveyance of passengers & property between the City of DuBois, Penna & Erton, Pa upon & over the said West Long ave, Main St & other streets in the City of DuBois, & other highways to Erton, Clearfield Co. Penna, in competition with your orator, & furnishes facilities by means of an Auto bus or other vehicles for the conveyance of passengers & property for profit between DuBois & Erton over & upon said streets & public highways.
Geo M Ralston Pro.			(3) The said Def is operating his said Auto Bus and vehicles over upon said streets & highways in the manner aforesaid without having first obtained the approval of the Public Service Commissioner of the State of Penna to his so doing by obtaining a Certificate of public convenience from said Public Service Commissioner, and is, therefore, engaged in said Public Service contrary to law.
			(5) Your Orator avers that it is without an adequate remedy at law. Wherefore, your Orator, prays, That a rule may be granted upon the said Def. returnable to such time as your Honorable Court may fix to show Cause;
			1st Why an Injunction should not issue restraining and enjoining said Def. from operating an Auto Bus or other vehicles for the conveyance of passengers & property for profit or hire as hereinbefore set forth between the city of DuBois & Erton & over & upon the Public streets and highways between DuBois & Erton; until upon an application by said Def. to the Public Service Comm. a Certificate

of public convenience shall be granted to the Def. & further order of your honorable Court.

Second. General relief.

Third. That Def. pay the costs of this proceeding

Miller & Hartswick, Solicitors for Plffs

To Thomas Costello:- You are hereby notified & required within 15 days after service hereof on you to cause an appearance to be entered for you in the Court of Common Pleas of Clearfield County, Penna. Sitting in Equity. & to file your ans within 30 days to the within Bill of Complaint of the within named United Traction Street Railway Co. and to observe what the court shall direct.

You are also notified that if you fail to comply with the above direction by not entering an appearance in the Prothonotarys Office within 15 days or filing an answer within 30 days you will be liable to have the Bill taken pro confesso & a decree made against you. Witness our hands at Clearfield Penna this 5 day of Sept A.D. 1921.

Miller and Hartswick. Solicitors for Plaintiffs

Sept 5, 1921 Order of Court filed as follows

Now the 5th day of Sept 1921, the within Bill of Complaint presented, read and considered and thereupon a rule is granted upon the Def. to show cause why an injunction should not be granted in this case as prayed for & why the further relief prayed for should not be granted. Said rule is returnable to and shall be heard on Monday the 12th day of Sept A.D. 1921, at 9 o'clock a.m. By the Court

Sept 5, 1921 Rule issued

Now Sept 5, 1921 Served the within Rule & Plffs Bill with notice to cause an appearance with 15 days & file an answer within 30 days from date of service on Thomas Costello, by leaving a true & attested copy of the original Rule & Plffs Bill with notice, with an adult member of his family at his dwelling house at No 7 Wilson ave. Sandy Twp. Clfd Co. Penna

So ans A M Gorman. Sheriff.

Sept 19, 1921 By paper filed Bentz & Bentz, attys enter their appearance for Defendants

Oct. 4 1921 Opinion and decree filed.

And Now Oct 4, 1921. The preliminary injunction heretofore granted in this case is hereby continued until final hearing. Provided however that unless the Plff. shall within twenty days file a Complaint against the defendant before the Public Service Commission of Penna. the Preliminary injunction shall be dissolved on motion. Exceptions noted and bill sealed to both parties. By the Court.

Oct. 5 1921 Writ of Injunction issued.

Oct. 5 1921 Decree dissolving injunction filed

Now Oct 6 1921 Served the within writ of Injunction upon Thomas Costello by handing to him personally a true & attested copy of the original & making known to him the contents thereof. So ans. A M Gorman Sheriff

September Term 1921

M & H.	United Traction Street Railway Company	Sept 5. 1921 Bill in Equity filed To the Honorable Singleton Bell. Judge of said Court. Your Orator complains & says
Sept 5	"	(1) That your orator is a public Service company being a Street railway corporation, Chartered under the Laws of the State of Penna, and perates. manages & controls a street railway for public use in the conveyance of passengers & property extending from the intersection of Long Ave & Brady St in the City of Du Bois Clearfield Co. Penna to Big Run Jefferson County, said state, & one of the points or places being served by your Orator is Erton, lying between the terminii of said railroad & at which place your orator has & maintains a regular stop or station; That said railway is operated & located in part over through & along Long Ave. Main St & other streets in the City of Du Bois, Clearfield County Penna. with a continuous railway or route to Big Run, Jefferson County Penna & serving the public to & from Erton, Clearfield Co. Penna. & your Orator is a common carrier within the provisions of the Act of Assembly of Penna of the 26th of July A. D. 1913 entitled, "An Act defining Public Service Companies" etc., P.L. 1374 & has complied with the provisions of said Act.
Wm Cunningham		(2) The Def. is "A Public Service Company" as defined by Sec 1 of said Act of Assembly, & is a common carrier engaged for profit in the conveyance of passengers & property between the city of Du Bois, Penna. and Erton, Penna upon & over the said West Long Ave. Main St & other Streets in the city of Du Bois & other highways to Erton, Clearfield County, Penna, in competition with your orator & furnishes facilities by means of an Auto bus or other vehicle for the conveyance of passengers and property for profit between Du Bois & Erton over and upon said streets & public highways
Pa. Bar Assn (1159) refund	2.50 1.50 .50 .50 8.30 .50 5.00 1.70 16.50	Your orator avers that it is without an adequate remedy at law. Wherefore, your orator prays That a rule may be granted upon the said Def. Returnable to such time as your Honorable Court may fix to show Cause 1st Why an Injunction should not issue restraining & enjoining said Def. from operating an auto bus or other vehicles for the conveyance of passengers & property for profit or hire as hereinbefore set forth between the city of Du Bois & Erton & over & upon the public streets and highways between Du Bois & Erton, until upon an application by said Def. to the Public Service Commission, a Certificate of public convenience shall be granted to the Def. & further order of your Honorable Court Sec. General relief. Third. That Defendant pay the costs of this proceeding
March 24 1922 Deed of Miller & Hartswick Attys costs as above $16.50 Geo D Ralston Pro.		Miller & Hartswick, Solicitors for Pltff

To William Cunningham You are hereby notified & required within 15 days after service hereon on you to cause an appearance to be entered for you in

the Court of Common Pleas of Clearfield County, Penna, Sitting in Equity
& to file your answer within 30 days to the within Bill of Complaint of the
within named United Traction Street Railway Co. & to observe what the
court shall direct.

You are also notified that if you fail to comply with the above direction
by not entering an appearance in the Prothonotarys office within 15 days or filing
an answer within 30 days you will be liable to have the bill taken pro
Confesso. & a decree made against you.

Witness our hands at Clearfield, Penna this 5th day of Sept A.D. 1921
Miller & Hartswick Solicitors for Plffs.

Sept 5, 1921 Order of Court filed as follows.

Now the 5th day of Sept 1921, the within Bill of Complaint presented, read and
considered, and thereupon a rule is granted upon the Def. to show Cause why
an injunction should not be granted in this case as prayed for, & why
the further relief pray for, should not be granted, Said rule is
returnable to & shall be heard on Monday the 12th day of Sept A.D. 1921,
at 9 o'clock A.M. By the Court Singleton Bell. P.J.

Sept 5, 1921 Rule issued

Sept 8-1921 By paper filed Pentz & Pentz Attys enter their appearance for the defendants,

Sept 8-1921 Defts answer filed with service on me by Copy Miller & Hartswick atty for Plffs.

Now Sept 5 1921 served the within Rule & Plffs Bill with notice to cause
an appearance within 15 days from date of service & file an answer within
30 days from date of service on Wm Cunningham by handing to him personally
a true & attested copy of the original Rule & Plffs Bill with notice, & making
known to him the contents thereof So ans A M Gorman. Shff.

Now Sept 12, 1921 upon testimony being heard it appearing that prior
to the institution of this proceeding the Respondent had discontinued
operation of the motor bus or other means of transportation indicated
in the proceeding and does not and did not at the time of the
institution of this proceeding intend to resume the same, the
Rule is discharged at the costs of the petitioner, without prejudice to
the Plaintiff By the Court.

M + H	United Traction Street Railway Company		Sept 5, 1921 Bill in Equity filed To the Honorable Singleton Bell Judge of said Court. Your Orator complains & says:-
Sept 6-	9		(1) That your orator is a Public Service Company being a street railway corporation, Chartered under the Laws of the State of Penna. & operates, manages & controls a street railway for public use in the conveyance of passengers & property, extending from the intersection of Long Ave. & Brady Street in the city
J C Arnold	Joe Piaze		
Pro Ralston		2.50	of DuBois, Clearfield Co. Penna. to Big Run, Jefferson
" "		1.50	Co. said State and one of the points or places being
" "		50	served by your Orator is Erton, lying between the
9/11/21 " "		50	termini of said railroad and at which place your
Shff Gorman	A. W. G.	9.30	orator has and maintains a regular stop or station
Pro Ralston		50	that said railway is operated and located on, past
"		50	over, through and along Long Ave, Main St & other
"		50	streets in the City of DuBois, Clearfield Co. Penna. with
"		1.75	a continuous railway or route to Big Run, Jefferson Co.
"		50	Penna. & serving the public to and from Erton
"		50	Clearfield Co. Penna; and your Orator is a Common
Shff Gorman A W G.		8.00	Carrier within the provisions of the Act of Assembly of
M O'Neely Pd by Reff (Ck 1157)		2.30 refund	Penna. of the 26th of July A D 1913, entitled, "An act
		28.35	defining "Public Service Companies" etc., P.L. 1374 & has
March 21 1922 Reed of Mills & Hastings Attys. above costs $28.35			complied with the provisions of said act.
Geo D Ralston Pro.			(2) The Def. is a "a Public Service Company" as defined by Sec 1 of said Act of Assembly, & is a common Carrier engaged for profit in the conveyance of passengers and property between the city of DuBois, Penna, and Erton Pa upon & over the said West Long ave Main St and other Streets in the city of DuBois, and other highways to Erton, Clfd Co. Pa. in competition with your orator, and furnishes facilities by means of an auto bus or other vehicles for the conveyance of passengers & property for profit between DuBois & Erton over & upon said streets & public highways.
			(3) The said Def. is operating his said auto bus & vehicles over upon said streets & highways in the manner aforesaid without having first obtained the approval of the Public Service Commissioner of the State of Penna to his so doing by obtaining a certificate of public convenience from said Public Service commissioner, and is, therefore, engaged in said Public Service contrary to Law;
			(5) Your orator avers that it is without an adequate remedy at law wherefore your orator prays:- That a rule may be granted upon the said Def returnable to such time as your Honorable Court may fix to show cause;
			First Why an injunction should not issue restraining & enjoining said Def from operating an auto bus or other vehicles for the conveyance of passengers & property for profit or hire as hereinbefore set forth between the city of DuBois & Erton & over & upon the Public Streets & highways between DuBois & Erton, until upon an application by said Def. to the Public Service Commission, a certificate of public convenience shall be granted to the Def. & further order of

your Honorable Court.
Sec General relief.
Third The Def pay the costs of this proceiding Miller & Hartswick, Solicitor for Plff.
Sept 5, 1921 Order of Court filed as follows,
Now the 5th day of Sept, 1921, the within Bill of Complaint presented, read and considered, and therefon a rule is granted upon the Def. to show cause why an injunction should not be granted in this case as prayed for and why the further relief prayed for, should not be granted, Said rule is returnable to and shall be heard on Monday the 12th day of Sept 1921 A.D. 1921 at 9 o'clock a.m. By the Court Stanton Bell P.J.
Sept 5th 1921 Rule issued
To Joe Riage: You are hereby notified & required within 15 days after service hereon or you to cause an appearance to be entered for you in the Court of Comon Pleas of Clearfield Co. Pa Sitting in Equity, and to file you answer within 30 days to the within Bill of Complaint of the within named United Traction Street Railway Co and to observe what the court shall direct.
You are also notfied that if you fail to comply with the above direction by not entering an appearance in the Prothonotarys office within 15 days or filing an answer within 30 days your will be liable to have the bill taken pro confesso, and a decree made against you.
Witness our hands at Clearfield, Penna, this 5th day of Sept. A.D. 1921,
Miller & Hartswick, Solicitors for Plff.
Sept 7, 1921 By paper filed John C. Arnold atty enters his appearance for the Def. in the above case
Now Sept 5, 1921, served the within Rule & Plffs Bill with notice to cause an appearance within 15 days from date of service & file an answer within 30 days from date of service on Joe (Geo) Riage by leaving a true & attested copy of the original Rule & Plffs' Bill with an adult member of his family at his place of business at West Liberty, Brady twp. Clfd Co. Penna So ans A. M. Gorman Shff.

Oct. 4, 1921, Opinion & Decree filed
Now Oct 4, 1921, The preliminary injunction heretofore granted in this case is hereby continued until final hearing, without prejudice to the right of the Defendant to move to dissolve the injunction after securing a certificate of public convenience from the Public Service Commission of the State of Pennsylvania. By the Court.
Oct. 5-1921 Writ of Injunction issued.
Oct. 5-1921 Decree reading injunction filed
Now Oct. 6, 1921 Served the within writ of Injunction upon Joe Riage by handing to him personally a true & attested copy of the original & making known to him the contents thereof So ans A. M. Gorman Sheriff

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December Term 1921

M & H	E. W. Hess		Sept 22. 1921 Plaintiffs Bill in Equity filed
			To the Honorable Singleton Bell President Judge of the
	/		above entitled Court.
Sept 22	vs		Your Orator Complains & Says:
Chase & Chase	Hagard Alexander		First: That by deed dated the first day of
W. A. Hagerty	Murray		Jan. 1902. recorded at Clearfield Pa on the 2nd day
			of Jan. 1902. in Deed Book No. 122 Page 66.
			Bertha Bigler & Edmund A Bigler, her husband, Conveys
			to Thomas K. Murray a certain lot or piece of
			land situate in the Boro of Clearfield, Clearfield
			County, Penna, on the West side of So Sec St. bounded
Geo Ralston by Atty		2.50	& described as follows.
" "	3 Copies Certs & 10 Shffs	1.50	
Sheriff Gorman	(PA-EK-2941)	3.62	Beginning at a post on the West side of
Geo Ralston		.50	Sec St. 8 ft So of the southeast corner of lot No 54;
"	"	.50	thence So along So Sec St 30 ft to a post at
"	"	.50	Northeast Corner of lot of Wm Powell's heirs thence West
"	"	.60	by said Powell lot 50 ft to post; thence North 2 ft also
"	"	1.50	by Powell lot to post; thence West still by Powell lot one
1/31/22 "	"	.50	130 ft to alley. thence along same 28 ft to post, thence East
2-8. "	"	.50	by portion of lot of which this is a part 200 ft to post on
Geo "	"	.60	Sec St & place of beginning. Being part of lot known and
"	"	1.50	designated on the plan of said Borough as lot # 55
"	"	.50	
"	"	.50	Sec: That by deed dated Apr 10, 1902 recorded at Clfd
"	"	1.50	Penna. Jan 29, 1903, in Deed Book No. 129 Page 299
"	"	1.00	Elizabeth Powell Hile, Helen Powell, W. F. Powell and
Transcribing Deeds		6.00	A. N. Bigler, conveyed to Thomas K. Murray, a certain
Masters Fee	Paid by Miller & Hartswick	100.00	piece or strip of land of the West side of So Sec St in
			the Boro of Clfd. Clfd Co. Penna. being part of lot # 55.
			in the plan of said Boro. abounded and described
			as follows:
June 24 1922 Rec'd of M & H			Beginning at a post corner on N line of lot of grantor
Attys. Shff 3.62 Pro. R. 18.20			at a point 50 ft from the West line of So Sec St. in
$22.32			said Boro. thence N. by lot of Grantee 2 ft to post
Geo W Ralston Pro			thence W also by lot of grantee 7½ ft thence by remng
			part of lot of grantor So 2 ft. thence also by remng
			part of lot of grantors E 7½ ft to a post & place of
			beginning: being a strip 7½ ft long E & West & 2 ft wide
			N & S
			also the right to use the No wall of the
			brick Store building of grantors from the front end
			of said wall back for a distance of 57½ ft for
			the So side of the building to be erected by grantee
			& the right by him to connect therewith for that
			distance & to use the same for the support for that
			side of his proposed building for that distance.
			The aforesaid two pieces of land adjoin and are
			used together as one lot or piece of land
			Wherefore, your Orator needs Equitable relief and
			he prays:
			First That a Commission in partition may be
			issued out of under the seal of your Honorable
			Court, directed to your Master or Masters & Commissioner
			to divide & partition and allot said lands and
			tenements into purparts, wherein the same
			are property divisible respectively, according to

the rights of the parties thereto, and in accordance with the Act of Assembly in such Cases made and provided and that the said shares and purparts shall therefor be held enjoyed in severalty by said parties and that your Honorable Court will make such orders & decrees in the premises as shall seem meet for an equal division & partition of said property & for the execution of such deed or conveyance for the purpose of vesting a complete legal title to the purparts in the parties to whom the same shall be allotted.

Sec That if the said land and tenements cannot be divided without prejudice to, or spoiling the whole, and the parties hereto refuse to take the same at the valuation placed upon them, then your Honorable Court will order such relief including order of sale of the premises aforesaid as shall be further necessary & proper, and to direct the execution & delivery of deeds of conveyance to the purchaser or purchasers upon the purchase money being paid or secured to be paid according to the terms of the sale

Third Further relief. And your Orator will ever pray.

Miller & Hartswick
Solicitors for Plff.

To Hazard Alexander Murray Def.

You are hereby notified & required within 15 days after service hereof on you to cause an appearance to be entered for you in the Court of Common Pleas of Clearfield County Penna Sitting in Equity and to file your answer within 30 days to the within Bill of Complaint of the within named E K Hess 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 Prothonotary Office within 15 days or filing an answer within 30 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 Pa this 22nd day of September A D 1921

Miller & Hartswick Attys for Plff

Now October 3-1921, Served the within plaintiff's bill with notice to cause an Appearance within 15 days & file answer within 30 days, from date of service on Hazard Alexander Murray by handing to him personally true & attested Copies of the original & Making known to him the Contents thereof at his office on South Second Street in the Borough of Clearfield, Clfd Co, Pa, So says, A. M. Gorman, Sheriff.

Oct 12-1921. By paper filed, Chase & Chase & W. A. Hagerty, enter their Appearance for the defendant.

Oct 31-1921. Defendants Answer filed. & Served on Miller & Hartswick Plff attys by Copy Nov 1-1921,

Nov 12-1921. Replication filed. Plff Joins issue on the Matter alleged in answer, with notice of filing accepted by copy by Attys Chase & Chase & W. A. Hagerty Atty for Dft. Nov 10-1921

Jan 30. 1922 Findings of fact, Conclusions of Law, Discussion & answers to requests filed. Order as follows

Now Jan. 30th 1922 it is ordered that the Prothonotary shall enter a Decree Ni Si in accordance with the Findings herein made and give notice thereof to the parties or their Counsel by whom exceptions may be filed within ten days, and if no exceptions be filed Final Decree to be entered by the Prothonotary as of Course

By the Court

Febry 8-1922 Exceptions to Courts finding of facts & Conclusion of law filed.

Mar 15-1922 On Equity Argument list.

Mar. 30 1922 Opinion & Decree filed

Now. March 30. 1922. The several exceptions filed are overruled, and it is ordered that the case be further proceeded with in accordance with the Law relating thereto. Exaptions noted and bill sealed to the defendant.

By the Court.

Contd on Page 232

Feby Term 1922

O'Laughlin
Fleuty
Kelley

Penn Public Serv Corporation.

1

Harvey E Bennett

Pro. Ralston 2.50
" " 1.75
Shff Gorman " M.S. 7.10
Shff Gorman Aff Sub " M.S. 1.20
Pro Ralston .50
.50
.25
14.30

Jan 6 - 1922 Pike Twp Ck

Mar 13-1922 Recd of Pelff cash-
Shff. Gorman #8.30 & Pro Ralston #6.00
total recd #14.30
Geo. M. Ralston, Pro.

Dec 13. 1921 Pelfs Bill in Equity filed
To Honorable Singleton Bell, President Judge of the said Court. Plaintiff complains & says:
(1) That it is a Corporation organized existing under the laws of the State of Penna. with offices at Clearfield, Penna.
(2) That plff operates & maintains power lines with the necessary poles in Clearfield County.
(3) That on April 8. 1921 plff entered into a Contract with the Defs. Harvey E Bennett) a resident of Curwensville, Clearfield Co. Pa.) in consideration of the sum of twenty dollars, said Defs granted to the Plff as follows:
"The free right & privilege to construct, reconstruct, maintain, operate, repair & remove lines, wires, poles, towers, & other appurtenances, for the transmission & distribution of electrical energy under, over, along upon the following described strip of land:- From line running between Kipp & Passmore on straight line through fields about forty feet from woods line of the Porter Estate extended entirely through Harvey Bennett farm to corner of Porter woods & to township road at a price of twenty dollars for entire right of way across this farm. Said premises being located in Pike Twp. Clearfield Co. Pa. Line ending at corner of Penn Twp.
"Together with the right of ingress, egress & regress to and from the said premises: and the right to trim & remove any trees which may be or become a source of danger to said lines, wires poles, towers or appurtenances, & the right to set guy and brace poles on said premises & to attach guy wires to trees thereon."
(4) That this Contract was properly executed by both Plff & Defrs in the presence of witnesses & that the Consideration therein named was paid to Defs.
(5) That in pursuance of the right contained in the agreement herein mentioned the Plff proceeded to erect & did in a lawful manner erect poles and wires.
Plaintiff therefore needs Equitable relief & prays:
(a) That the said Defs be enjoined specially and perpetually thereafter from in any way interfering with the Plffs. right of way. Poles or wires.
Dec 13. 1921 Affidavits filed
Dec 13. 1921 Decree filed as follows
And now, Dec 13, 1921 the above cause having been heard on bill & affidavits on motion of James P O'Laughlin, Louis R J Fleuty & Edward T Kelley attys for Plff, it is ordered & decreed that a preliminary injunction issue upon security being entered in the sum of $500.00

Contd on next Page

Continued from Page 228

Said injunction to be taken as dissolved unless motion to continue be argued on Dec 17. 1921 at 9 o'clock a m.

By the Court

Dec 13. 1921. Injunction Issued

Dec 13, 1921 Bond filed

Now Dec 13. 1921, Served the within Writ of Injunction upon Harvey E Bennett by handing to him personally a true and attested copy of the original with Plffs bill of complaint notices. etc. making known to him the contents thereof So ans A M Gormein Sheriff

Now Dec 22 1921 by agreement of counsel for both parties. concurred in by the Court. the hearing previously ordered to be had on Tuesday Dec 27, 1921, is continued to Janry 9, 1922 at 9 o'clock A.M. The injunction to be continued until hearing and such further order as may then be made.

By the Court.

Continued from Page 205- #1 May T. 1921

In addition to this an advertisement was placed in that certain trade magazine called "Hide & Leather" published at Chicago. Ill. & numerous hand bills advertising the sale of the employees dwellings were posted in & about the City of Du Bois. and speciae advertisements of the sale of said dwellings & lots was made in the said DuBois M Courier

A Survey was had and a plan of the said dwellings made by a Competent Engineer, as directed by said Order which Plot or Plan is hereto attached & marked Exhibit F. & Blue Prints therefrom were distributed to prospective bidders

On Feb 28. 1922 at 2 o'clock P.M. on the premises, the said property was duly exposed to public sale or auction as required by said Order. & there was first offered for sale separately in the order in which they appear upon the Plot or Plan (Exb. F.) the tenement dwelling houses of the Deft & in each instance the highest bidder offered was noted the said bids aggregating $7,145.00. The remainder of the plant & property of Dft was then offered & the highest bid received was $ 15.000. making the aggregate of the bids thus offered separately for the entire property 22,145.00.

The Receivers then offered the entire property of the Deft Corp. as an entirety & the highest bid received therefor being the bid of M.J McCreight for $ 24,000.00 exceeded the aggregate of the several highest bids for the property when and as offered for sale in parcels, & therefore the whole of said property was sold as an entirety to the said M.J McCreight for the price or sum of $ 24.000.00 under the terms and provisions of the Order of this Court above mentioned subject to the confirmation of such sale by this Court.

The said M.J. McCreight has paid to said Receivers 10% of the amt of his said bid.

The Receivers therefore return & report that, as above set forth at the sale aforesaid & under the said Order & direction of this Court they have sold all of the property of the said Deft corporation described in the petition upon which said Order of Sale was founded & as described in Exhibit G hereto attached & made a part hereof, to the said M.J McCreight of Du Bois Pa for the price or sum of $ 24.000.00 which sale is hereby reported and returned W.N. Conrad. J.F. Sprankle H. M. Riner Receivers. A R Van Tassell Tanning Company

March 14, 1922 Order & Decree of the Court Confirming the foregoing Sale filed

And Now March 14. 1922. the within & foregoing Report & Return of Receivers presented & ordered filed and it appearing to the Court that due Compliance has been had by the said Receivers with all the requirements of the said Order & the publication notice of said sale has been given as thereby required in the Clearfield Progress a newspaper published in the City of Clearfield & County of Clearfield and the Du Bois Courier a newspaper published at Du Bois in said County, in due form as required by law and that the premises in said petition & Return of sale duly described were exposed to public sale or auction as required by the said Order on Tuesday Feb 28, 1922, and sold to M.J McCreight as a whole for $ 24.000 he being the best bidder & that the highest bid made for the said premises

Contd from Page 230 #1 May T. 1921

whether offered in severalty or as a whole, & that the said Receivers have given bond as required by the Order of Court. which bond has been duly approved.

Therefore, The Court hereby orders and decrees that the Return of Sale aforesaid be confirmed and the said Receiver W. N. Conrad, J. F. Sprankle, and H. M. Riner be authorized and directed to execute and deliver unto the said M. I. McCreight purchaser upon payment or payment and securing of the said bid of $24,000.00 as by said Order required good & sufficient Deed. assignments & conveyance for all of the property, real estate & plant of the said Deft A R Van Tassel Tanning Co. so fully & completely as the same is set forth in the petition for Sale and in the said Return of Sale. unless the parties in interest or some of them shall within 10" days from the date hereof file in said cause their objections or exceptions to the said sale and the confirmation thereof, and the said Deed. assignments & conveyances if & when executed & delivered under this Order of Court shall vest in the said purchaser all of the property, title, estate, rights, privileges and franchises of the said Deft so fully & completely as the same are held and owned by it at the time of this Decree. free, clear and discharged of all liens and charges, and to be and remain in the said purchaser firm and stable forever. By the Court.

Singleton Bell. P.J.

Aug 7. 1922 First & Final account of W. N. Conrad, J. F. Sprankle, and H. M. Riner, Receivers appointed by the Court, filed

Aug 10. 1922 Receipts & vouchers filed

Now Dec 11. 1922 acct Confirmed Ni Si to be confirmed absolute By the Prothonotary if no exceptions be filed within four days

By the Court. Singleton Bell. P.J.

Now Dec 12. 1922 No exceptions filed acct confirmed absolutely.

Geo. W. Ralston Prothy

First & Final acct of W. N. Conrad, J. F. Sprankle, H. M. Riner, Receivers

See Receiver's Docket A. Page 309 for acct.

Now Dec 27. 1922. The Accountant Receivers by their Counsel F. J. Maffatt move the Court to appoint an auditor in the above entitled case to distribute the funds in the hands of the said Receivers as shown by the First & Final account filed in said case

F. J. Maffatt, atty for Recvrs.

Now Dec 27. 1922 E. G. Boose, Esq is appointed auditor as per above motion By the Court

Singleton Bell, P.J.

Jan 25. Auditors Report and Testimony filed

See auditors Docket No 3. Page 310 for Auditors Report

May 15. 1923 Petition of Receivers for discharge filed

And Now. May 15. 1923. on Consideration of the foregoing petition, it appearing to the Court that the first & final account of the said W. N. Conrad, J. F. Sprankle and H. M. Riner, receivers of the A. R. Van Tassel Tanning Company has been filed & confirmed & that the entire estate has been paid & transferred to the parties entitled thereto, & that no other moneys & property remain in the hands of the receivers, it is now ordered & decreed that the said W. N. Conrad, J. F. Sprankle & H. M. Riner, be discharged from their said office as receivers of the A R Van Tassel Tanning Company as of Feb 9. 1923 By the Court

Continued from Page 227 No. 1 Dec T 1921

E W Hess vs Hazard Alexander Murray

Now this 7th day of April 1922. this cause came on to be heard on bill answer & testimony on due consideration thereof it is on motion of Miller & Hartswick attys for Plff. ordered & decreed as follows

That a partition be made of the real estate hereditaments & premises in question described in the bill, situate in the Boro. of Clearfield County of Clearfield & state of Penna. among the Plff and Deft. & it is ordered & decreed that the cause be referred to A. G. Kramer Esq as Master in partition, to value the said real estate and divide and make partition thereof into shares and purparts according to the shares & interests of the respective parties thereto if the same can be divided without prejudice to the interest of the said parties respectively, or without prejudice to, or spoiling of the whole of said real estate and to ascertain the sum or sums which shall be charged or paid thereon for owelty, or which shall be paid or secured to the party to whom no purpart may be alloted in the manner now authorized by law under writs of Partition

And if the Master shall find that such partition and division can be made either of the whole of said real estate, or of any part thereof, then upon such valuation and partition to award and allot the said purparts to and among the parties severally and respectively entitled thereto; together with the sum so charged thereon & payable as & for owelty of partition.

And if the premises cannot be conveniently divided and parted into as many purparts as there are parties entitled, to award and allot the amount or sum to be paid or secured to them respectively & the times when such payments shall be made and the purparts out of which the same shall be payable, and if the Master shall find that the said real estate cannot be divided without prejudice to or spoiling the whole, then to value the same; and if the parties shall refuse to take the same at the valuation, then to apply to the Court for leave to make sale there of at public auction, giving the like notice as is required in sales under proceedings in partition at common law By the Court

Singleton Bell. P.J.

June 27. 1922 Masters report filed as follows

To the Hon. Singleton Bell. President Judge of the Court of Common Pleas of Clearfield County Pa

The undersigned Master appointed by your Honorable Court in the above case (as per Certificate attached) respectfully reports

That a hearing was held as per notice served on the parties interested (as per copy attached) at the office of Kramer & Kramer in Clearfield. Pa. on the 25th day of april A. D. 1922. & was attended by H B Hartswick Esq. of Miller & Hartswick, attorneys for Plff & E W Hess, the Plff, the Deft not appearing, either in person or by atty. When H B Hartswick Esq offered in evidence deed dated the first day of Jan. 1902 & of Record in the Recorders office at Clearfield Pa in Deed Book No 122 Page 66. from Bertha Bigler at al to Thomas A Murray for a piece or lot of land situate on the West side of So Sec St

cont from Page 232 No 1 Dec. T. 1921

in the Boro of Clearfield Pa which is bounded on the E by So Sec St: on the N. by lots of Mrs Bertha Bigler, on the W. by an Alley & on the S. by lot by William F Powell et al:

Also deed dated April 10.1902 and of Record in the Recorders Office in Clearfield Pa in Deed Book No 129 Page 299: Elizabeth Powell Wife, et al to Thos E Murray, Conveying a small lot or strip of land bounded & described in the Sec. paragraph of Plffs bill as follows: Begning at a post corner on N line of lot of grantors at a point 50 ft from the W. line of S. Sec St in said Boro thence N by lot of grantees, 2 ft to post; thence W also by lot of grantees 7½ ft thence by remaing part of lot of grantors, S 2 ft; thence also by remaing part of lot of grantors E. 7½ ft to post & place of begning; being a strip 7½ ft long E & W and 2 ft wide N & S.

Also the right to use the N Wall of the Brick Store Building of grantors from the front end of said wall back for a distance of 57½ ft for the S. side of the building to be erected by grantee, and the right by him to connect there with for that distance & to use the same for a support for that side of his proposed building for that distance. The aforesaid two pieces of land adjoin & are used together as one lot or piece of land

That the aforesaid premises have erected thereon a two story brick & stone building; with store room on the first floor & offices on the second floor; with a two story frame brick cased storage building on the rear end of said lot.

That the said Thomas H Murray died Testate, on the 8th day of Dec A D 1916, leaving a will which is of Record in the Register's Office at Clearfield Pa in Will Book K Page 84, and left surviving him a widow Fannie M Murray, & four Children; (namely) Elizabeth Murray O'Laughlin, Isabella Murray Betts, Hazard A Murray & Helen Murray Leonardson which each of the said heirs were according to the terms of the said Will entitled to the undivided one fifth interest in the same

That by deed dated August 23. 1921 and of Record in the Recorders Office in Clearfield, Pa, in Deed Book No. 252, Page 331, the said Fannie M. Murray widow of the said Thomas H Murray deceased Elizabeth Murray O'Laughlin and James O O'Laughlin her husband; Isabella Murray Betts and William J Betts her husband & Helen Murray Leonardson and A W. Leonardson her husband Conveyed their interest, being the undivided four fifth of the right, title & interest in & to the said premises to E W Hess, whereby the said E W Hess became the owner of the undivided four fifth interest of the same, & Hazard A Murray of the undivided one fifth of the same

The only question therefore is as to the value of the property & as to whether the same can be divided into shares or purparte according to the interest of each of the respective owners thereof without prejudice to or spoiling the whole.

As to the value of the property, the Master after giving the matter due consideration as to the location of the building being an inside lot only 30 ft in width the building being a two story building and the store room not regularly occupied is not equal in value to a three story building 50 ft in width facing on the corner of two streets and apparently more suitably located as a business stand, besides four out five legatees having disposed of their interests in the same, at four thousand five hundred ($4,500.00) each Knowing the value of the property evidently got what they Considered a fair price for their interest in the same, which in the opinion of the Master is a fair guide as follows/ being acquainted with the property & competent to judge from

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the income from the same as to the value thereof it is not at all probable that they would dispose of their respective interest in the same to an outsider at less than the actual value or what they supposed to be the actual value of the same. The Master therefore appraises the value of the said property at the same rate which fixes the value of the same at Twenty Dollars of which E W Hess the Plff is entitled to four fifth or Eighteen Thousand $18000.00 Dollars & Hazard A Murray the Defts to one fifth or Four Thousand Five Hundred $4500.00 Dollars/ And that the property cannot be divided so as to make an equal division or allotment between the parties thereto accordg to their respective interest in the same without prejudice to or spoiling the whole.

Whereupon the Master gave to Miller & Hartenwick Esqs. Attys for E W Hess the Plff and to Hazard A Murray Esq the Defts notifying them that partition could not be made without prejudice to the whole, & of the appraisement made & requesting them to accept or refuse the same at the valuation or appraisement fixed or at such sum as they are willing to give, over & above the appraised value; by sealed bids to be submitted to the Master on or before the 20th day of May A D 1922. Service of said notice was accepted by Miller & Hartenwick Esqrs. Attys for E W Hess the Plff & by Hazard A Murray Esq the Defts as per copy of said notices attached.

And on the 20th day of May 1922 the day set for the accepting of the same at the appraisement fixed, or submit sealed bids for the same; whereupon E W Hess the Plff submitted a sealed bid of $37509.00 for the same; being $15009.00 over & above the appraised value, fixed by the Master, And Hazard A Murray the Defts submitted a sealed bid for the sum of $35000.00 being $12500.00 over and the appraisement fixed by the Master.

The question however raised by Mr Murray, as to the right or power of the Master to settle & adjust the rents that passed into the hands of Mr Murray from the time Mr Hess became the owner of the four fifth interest of the said property; August 24. 1921 to June 1st 1922, nine months & seven days during which period Mr Murray continued as before in full power & management of the property; Collecting the rent from the tenants in the buildings & occupying part of the building himself; Claiming to have acted as trustee and not as a Co-tenant & therefore the rent cannot be adjusted in these proceedings; and cited the case of Devlin Estate 4, D.R. 751 to sustain his claim. Which case however in the opinion of the Master has no bearing in this case as the facts are vastly different. Besides that, said case decided prior to the passage of the Act of 1895 P.L. 237, which very materially changed the law in that respect; which provides that in cases of partition, the parties in possession shall have deducted from their distributive share of the real estate the rental value thereof to which their Co-tenants are entitled to. A Co-tenant may be in possession either by himself or by a Co-tenant or renter, and in case to Co-tenant in possession receives more than his share of the rent he must account to his Co-tenant for the amount of his or their share or

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shares thereof, and this may be done in proceedings for the division of the land or the proceeds thereof, if sold, or by proceedings in partition. Per Arnold P.J. in case of Lancaster vs Flowers 11, D.R 495.

In said case it is further decided, that it is the duty of the Master to take an account of the rent received within six years & make a distribution thereof of the share of the co-tenant or co-tenants.

The Act of 1895 P.L 237 further provides, that in proceedings in partition of land held in common, the parties in possession shall have deducted from their distributive share of said real estate the rental value thereof to which their co-tenant or tenants in common are entitled to.

It is therefore in the opinion of the Master his duty to compute the amt. of the rent received by the Defts. since the Plff. became the part owner of the said premises, aug 24 1921 and adjust the same between the Plff & the Defts according to their respective interest in the said premises after deducting the cost & expense of the heat, water rent and expense of the repairs on the building and the Commission for the collection of the rent and the care of the building as set out in the statement attached.

And whereas the said E W Hess being the owner of the undivided four fifth interest of the said property & Hazard A Murray the owner of the undivided one fifth interest of the same. The Master therefore recommends that upon the payment by the said E W Hess to the said Hazard A Murray the sum of $751.80 the one fifth of the amount of his bid for the interest of the said Hazard A Murray being the undivided one fifth interest of the said premises, less $1163.02 E W Hess share of the rent collected by the said Hazard A Murray as set out in the statement attached or the sum of $338.78 and the costs of these proceedings as agreed to by the parties hereto that the Court make such order & decree awarding the premises as is right and proper

A G Kramer. Master

Statement of the amount of rent due E W Hess by Hazard A Murray

Amount of rent collected from august 24. 1921 to June 1. 1922 nine months and seven days at $240.00 a month		2214.18
Less one fifth of the rent due Hazard A Murray		442.83
Balance - - -		1771.35
Less 5% collection fee on $1771.35	88.56	
Less amount paid for repairs for heat and Water rent paid	519.77	
	608.33	608.33
Bal due E.W. Hess		$1163.02

Decree of Court as follows:

Now June 17. 1922 E W Hess the Plff having filed his offer in writing to take the said premises as in the Plff's Bill filed fully described; Consisting of that certain lot or piece of land situate in the Sec Ward of the Boro of Clearfield County of Clearfield and State of Penna bounded on the East by Sec. St. on the So by lot of the heirs of the William Powell Estate; on the W by an alley on the N. by lot of Mrs Bertha Bigler, being 30 fr in width by 200 fr in length having thereon erected a large two story stone & brick store & office building facing on Sec St. and a two story bricked cased storage building facing in the alley on the rear end of the said lot; to take the same with the improvements thereon at his bid of Thirty seven Thousand Five Hundred and nine (37509.00) Dollars, he being the highest bidder the said sum the highest & best price bidden for the same.

And whereas the said E W Hess being the owner of the undivided four fifth interest, of the said property and Hazard A Murray the

Contd from Page 235 No 1 Dec T. 1921

the owner of the undivided one fifth interest of the same.

It is therefore ordered & decreed that upon the payment by the said E W Hess to the said Hazard A Murray the sum of Seven Thousand Five Hundred & one Dollars & eighty Cents ($7501.80) the one fifth of Thirty Seven Thousand Five Hundred & Nine ($37509.00) Dollars the amount of his bid or offer for the one fifth interest of the said premises owned by the said Hazard A Murray The Defr less the sum Eleven Hundred & sixty three Dollars and two cents ($1163.02) the share of the rent due E W Hess collected by the said Hazard A Murray. less the cost of the heat, water rent repairs, and five per cent (5%) collection fee for the collection of the rent and the care of the building from august 24. 1921 to June 1. 1922 leaving the balance due the said Hazard A Murray the sum of Six Thousand Three Hundred & Thirty Eight Dollars and Seventy-eight Cents ($6338.78)

It is therefore hereby ordered & decreed by the Court that upon the payment by the said E W Hess to the said Hazard A Murray the aforesaid sum of Six Thousand Three Hundred & Thirty Eight Dollars and Seventy-eight Cents ($6338.78) and the costs of these proceedings as agreed to by the parties hereto that the title of Hazard A Murray of the undivided one fifth interest in the said premises shall vest in the said E W Hess absolutely, his heirs and assigns firm and stable forever

By the Court
Singleton Bell. P.J.

June 23. 1922 Three Hundred Thirty-eight & 78/100 Dollars amount decreed to No 1 December Term 1921
$ 6338.78

Received of E W Hess. Six Thousand
by Court in Equity Proceedings

Hazard A Murray.

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Sept Term 1922

Pentz + Pentz

July 10

7-21-22 appearance & entered for Defts
Arnold + L E Boyer

Pro Ralston 2.50
" " 1.75
" " .50
" " .50
" " .50
" " .50
Sheriff Lowell Pa. 19.K. 10.00
Pro Ralston .50
" " .50
" " .50
18.25

Pro Ralston .50
" " .50
.25
$ to Deft Atty 7-27-22 19.50

Aug 19. 1922 Recd of Plff Ck for $19.50 being costs as follows
Sheff Lowell $10.00 Pro Ralston $9.50
Geo W Ralston Pro

A W Klare

/

DuBois Laundry Company. a Corp. Composed of W. A Miller + Mary K Miller

July 10. 1922 Bill of Complaint filed

To the Honorable, the above named Court,

Your orator Complaining says -

The DuBois Laundry Co. is a corporation under the laws of the State of Penna, with a capital of $10.000 of which stock $8.000.00 has been issued in 80 shares of the par value of $100.00 each, of which shares your orator owns forty & W. A Miller and his wife Mary K Miller own forty shares.

At the time said Corporation was organized J A Barley & Mary K Miller each owned some second hand laundry machinery each had been conducting a laundry in the City of Du Bois Pa & they combined their machinery & capitalized said laundry at $8.000.00 as your orator is informed & believes, & very little money, if any, was paid in at the time said concern was organized.

Said Barley soed his interest to W. A Wischmeyer, & about the 20th of July 1921, the said Millers were in a Controversy with W. A. Wischmeyer, the owner of half of the capital stock of said Deft Corporation and at the solicitation and request of the said W. A Miller & Mary K Miller & with the promise of said Millers that your orator should become president & general manager of said corporation & have charge thereof, & that W A Miller was to act in the capacity of an employee under the direction & control of your orator, your orator was induced to purchase the interest of said W. A Wischmeyer in said corporation. In pursuance of said agreement before purchase your orator was elected on the Board of Directors in place of W. A Wischmeyer & was elected president & general manager of said Corporation

Your orator prays for relief as follows.

That a receiver be appointed to take Charge of said Corporation & its assets, to wind up the same and dispose of the property belonging to the corporation, and to liquidate said corporation.

That the Defts their officers employees directors, agents attys & servants be perpetually enjoined & restrained by an injunction of your Honorable Court from selling, alienating or in any manner disposing of any of the property, moneys, Choses and action securities assets or effects whatsoever of the said Deft. or from removing any documents, contracts, books, obligations,

(Continued on page 246)

records. accounts. or papers belonging to or in the possession or control of the said Defts or their officers. ~~directors~~. agents. attys. or servants and that if the said W. A Miller or Mary K Miller have any of the books or papers of the said corporation that they be compelled to turn them over to the receiver. That a preliminary injunction may issue out of your honorable court enjoining and restraining the said Defts their officers, directors attys agents and servants in like manner until further order of the Court

That your order may have such further & other equitable relief as may be just. including costs. And he will ever pray etc

Reutz & Reutz attys for Plff.

To the Du Bois Laundry Co. W. A Miller & Mary K Miller. Defts

You are hereby notified & required within 15 days after service hereof. or you to cause an appearance to be entered for you in the Court of Common Pleas of Clearfield County, Penna. sitting in Equity, & to file your answer within thirty days to the within bill of complaint of the within named S W Klare and to observe what the Court shall direct

You are also notified that if you fail to comply with the above directions by not entering an appearance in the Prothonotary office within 15 days or filing your ans within thirty days, your will be liable to have the Bill taken pro confesso, and a decree made against you in your absence

Witness our hands at Du Bois Penna. this 5th day of July A.D. 1922

Reutz & Reutz Solicitors for Plff

Order of Court. Now. 10th day of July. 1922. Bill in Equity. bond & affidavits having been presented and the matter being one of which the existing status prior to the acts complained of should be maintained until the legal rights of the parties shall be ascertained, the several Defts named, to wit W. A Miller, Mary K Miller & the Du Bois Laundry Co. the officers, employees, directors, agents, attorneys, or servants are enjoined and restrained from selling, alienating or in any manner disposing of any of the property, moneys, Choses in action, securities, assets or effects whatsoever of the said Defts. as well as receiving any moneys, or from removing any property, documents Contracts, books, records, accounts, or papers belonging to or in the possession or control of the said Defts, their officers, directors agents. attorneys, or servants. or from doing any corporate or individual act which shall increase the indebtedness or Convert any of the Corporate property.

This injunction to be taken as dissolved, unless a motion is made on the 17th day of July. 1922 at nine o'clock in the forenoon for the continuance thereof, and a Rule is granted on W a Miller & Mary K Miller requiring them to show cause why a Receiver should not be appointed, Returnable July 17. 1922 at 9 o'clock A M. By the court. Singleton Bell P J.

July 10. 1922 Injunction Affidavits filed

July 10. 1922 Bond filed & approved By the Court Singleton Bell P.J.

July 10. 1922 Injunction issued Returnable July 17. 1922 at 9 o'clock

Now July 11 1922 served the within writ on W A Miller & Mary K Miller defendants by personally handing to each of them a true and attested Copy of the original writ & Plaintiffs Statement notice etc thereof

So Ans Thos J Gould Sheriff

July 17 - 1922 - Bill of Complaint filed

now July 17, 1922 being the time fixed in the original order awarding the injunction by direction of Atty for Plff, stating a desire that the injunction be dissolved, it is ordered adjudged and decreed that the injunction heretofore granted in the above entitled case be and the same is hereby dissolved By the Court Singleton Bell P.J.

September Term 1922

O'Laughlin	Louis R. J. Fenerty Assignee of the estate of Peter McDermott, Insolvent.		July 18. 1922 Bill to cancel conveyance in fraud of Creditors filed Louis R. J. Fenerty. Assignee of the Est. & effects of Peter McDermott late of Hawk Run an insolvent debtor, brings this bill against Cecelia Harding & thereupon your orator Complains & says.
July 18	2.		That on the 2nd day of July 1918, a horse belonging to Peter McDermott kicked & injured Clifford L Irwin, minor son of John A Irwin of Hawk Run, Clearfield County, Pa.
Miller & Hartswick	Cecelia Harding Hawk Run. Pa		That on July 1. 1919 action was brought by John A Irwin. Ida Irwin. Clifford L Irwin by his next friend John A Irwin, against Peter McDermott for the recovery of damages for the injuries as aforesaid in the Court of Common Pleas of Clearfield County, Pa to No. 185 Sept Term 1919.
Prs. Paleston		2.50	
" "		.50	
" "	8-1-22	.50	
Shff Lowell		6.08	
Pro Paleston		.50	
" "	January	.60	
" "		1.50	
" "		.60	
" "		1.50	
			That on May 25. 1920, suit was instituted against Peter McDermott by John a Irwin & Clifford L Irwin by his next friend, John a Irwin for the recovery of damages for the injuries as aforesaid in the Court of Common Pleas of Clearfield County to # 184 Sept T. 1920 & summons therein was served upon Peter McDermott By the Shff. of said Clearfield County.
			The last mentioned action proceeded to trial by jury and on Feb 11. 1921 the Jury returned a verdict in favor of the Plff. in the sum of $3140
			That on June 20. 1921. Judgment was entered in the sum of $3140 & Costs, against Peter McDermott and in favor of said Plffs.
			Wherefore your orator prays
			First That the said Conveyance by Peter McDermott to the Defn may be declared to be void as fraudulent.
			Sec. That the said Defn may be decreed to deliver up the said deed to be cancelled
			Third. That the said Defn be restrained preliminarily and perpetually after hearing from encumbering in any manner or conveying away said property
			Fourth General relief Louis R J Fenerty.
			To Cecelia Harding
			You are hereby notified & 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 file and answer within thirty days in said Court to the within Bill of Complaint of the within named Louis R J Fenerty and to observe what the Court shall direct.
			You are also notified that if you fail

to comply with the above directions by not entering appearance in the Prothonotary's office within fifteen days & an answer within thirty days, Ypu will be liable to have the Bill taken pro confesso and decree made against you in your absence

Witness my hand at Clearfield this 15th day of July 1922

Jas P. O'Laughlin, atty for complainant.

Now July 19. 1922 Served the within writ on the Defts. Cecelia Harding by personally handing to her a true & attested copy of the original thereof

So: answers Thos J. Lowell Shff.

Aug 1-1922 By paper filed: Miller & Hartswick enter their Appearance for the defendants;

Aug 5-1922 Demurrer by Defts filed,

Sept Term 1922

O'Laughlin Fenerty + Kelley:	Penn Public Service Corp. a Penna Corporation. Pelff	July 20. 1922. Bill for injunction to restrain interference with erection of power line filed
July 20	3	Your Orator Complains + says:
	Lester Bloom	It is a Corporation organized + existing under the laws of the State of Penna with offices at Clearfield Penna.
		It is a public service Corporation operating + maintaing light, heat + power
Prs Ralston	2.50	electric lines for the service of electricity
" "	5-0	
	1.50	to the public in Clearfield Co + other
Staff Lawsuit Pa. T. + T.	9.06	Counties of Penna.
On Ralston	5-0	
	5-0	The Knox Twp. Light, Heat + Power Co. is a
	#14.56	Corporation organized under the laws of
Nov-13-1922 Paid of pelff		the States of Penna for the purpose of
#14.56 Costs as stated		manufacturing + supplying light, heat + power
Geo W Ralston, Pro.		or either of them by electricity to the
		public in Knox Twp Clearfield Co. Penna
		and to such persons, partnerships + corporation
		residing therein or adjacent thereto as
		may desire the same.
		The Charter for the said Knox Twp Light,
		Heat + Power Co. was approved by the Govnor
		of Penna. on Jan 17. 1913. + was granted + is of
		record in the office for recording deeds etc.
		in and for said County in Miscellaneous
		Book #8. Page 235.
		That under + by virtue of an act of assembly
		your orator filed a bond in the sum of
		$500 approved by the Court + ordered to be filed
		to indemnify the said Defts from all damages
		by reason of the erection of a transmission
		line along the Twp road in Knox Twp
		adjoining Defts. property. Said bond was
		filed to No. 324 Sept T. 1922 + said proceedings
		are hereby made a part hereof.
		That notwithstanding approval + filing
		of said Bond by your Honorable Court
		+ notwithstanding notice thereof to the Defts
		the said Defts has prevented, hindered
		+ refused to permit your orator from
		proceeding with the construction of said
		line + by show of physical force did not
		+ does not permit it to continue the
		erection of said poles + wires + threatens
		to so prevent + hinder it in the future.
		Your Orator therefore needs equitable relief
		That the said Defts be enjoined temporarily
		and perpetually after hearing from in
		any way interfering with preventing or
		hindering the construction + erection
		of the Pelffs right of way, poles or wires.
		That the said Defts be enjoined
		temporarily + perpetually after hearing
		from in and any way molesting.

annoying or interfering with the agents, servants and employees of your Orator in their work of constructing erecting said right of way, poles and wires

General relief Penn Public Service Corp. By H C Fleming

Now. July 20. 1922 Rule granted on Lester Bloom to show Cause why injunction should not issue as prayed for. Returnable July 24. 1922 at 9 o'Clock A.M. By the Court

Singleton Bell P.J.

July 20. 1922 Rule issued & Copy of Bill Certified to Shff.

Now July 20- 1922 Served within writ on Lester Bloom, Deft by personally handing to him a true Attested Copy of within writ, Also served bill for Injunction to restrain interference with exercise of Power &c. by personally handing to him a true Attested Copy of the Original & Made Known to him the Contents thereof

So ans Thos J. Lowell Sheriff

Aug 8 1922 Order of Court filed

Now this 24 day of July 1922 No answer to the said petition of the Penn Public Service Corporation having been filed, it is ordered and decreed that Lester Bloom be and is hereby enjoined from in any way molesting, annoying or interfering with the agents, servants, and employes of the Penn Public Serv Corporation in their Work of Constructing and erecting said right of Way, Poles and Wires on the Township Road abutting on and adjoining the property of Lester Bloom in Knox Twp, Clearfield County Penna. This injunction to become effective upon the entry of security by the Penn Public Service Corporation in the Sum of $ ——.

By the Court

Singleton Bell PJ

Sept Term 1922

O'Laughlen Fenerty & Kelley	Penn Public Service Corp a Penna Corp. Plaintiff	July 20. 1922. Bill for injunction to restrain interference with erection of power line filed
July 20	4	Your Orator complains and says:
	Wesley W Cathcart	It is a corporation organized & existing under the laws of the State of Penna with offices at Clearfield Penna.
		It is a public service corporation operating & maintaining light heat & power electric lines for the service of electricity to the public in Clearfield County & other Counties of Penna.
Geo Ralston	2.50	
" "	.50	
" "	1.50	
Sheriff Lowell Pa. T.g.L	9.06	
Geo Ralston	.50	
	.50	
	14.56	
Nov 13-1922 Read of Plff #14.56 costs as stated // Geo W. Ralston Pro.		The Knox Tuf Light Heat & Power Co. is a Corporation organized under the laws of the State of Penna for the purpose of manufacturing & supplying light heat & power or either of them by electricity to the public in Knox Tuf Clearfield Co. Pa & to such persons partnership & corporations residing therein or adjacent thereto as may desire the same
		The Charter for the said Knox Tuf Light Heat & Power Co. was approved by the Governor of Penna on Jan 17. 1913 & was granted and is of record in the office for recording deeds etc. in and for said County in Miscellaneous Book #8. Page 235;
		Under & in accordance with the laws of the State of Penna the said Knox Tuf Light Heat & Power Co. was and is merged into the Penn Public Service Corp the Plff herein.
		That notwithstanding approval & filing of said Bond by your Honorable Court and notwithstanding notice thereof to the Defn the said Defn has prevented hindered & refused to permit your orator from proceeding with the construction of said line & by show of physical force did not & does not permit it to continue the erection of said poles & wires and threatens to so prevent and hinder it in the future
		Your Orator therefore needs equitable relief and prays.
		That the said Defs be enjoined temporarily and perpetually after hearing from in any way interfering with, preventing or hindering the construction erection of the Plffs rights of way poles or wires.
		That the said Defs be enjoined temporarily and perpetually after hearing from in any way molesting, annoying or interfering with the agents, servants & employees of your Orator in their work of Constructing and erecting said right of way poles & wires
		General Relief Penn Public Service Corp
		By H C Fleming

Now July 20. 1922. Rule granted on Wesley W Cathcart to show cause why injunction should not issue as prayed for. Returnable July 24. 1922. at 9. o'Clock A.M. By the Court Singleton Bell P.J.
July 20. 1922. Rule issued and copy of Bill certified to Shff
July 20-1922 Served within writ on Wesley W. Cathcart, Deft by personally handing to him a true & attested Copy of writ & Also served Bill for Injunction to restrain interference with erection of Powerline by personally handing to him a true & attested Copy of the original & Made Known to him the Contents thereof
So Ans Thos J. Sowell, Sheriff.

Aug 8. 1922 Order of Court filed

Continued from page 238. No 1 Sept T. 1922.

A. W. Klare vs. Dubois Laundry Co.

	July 26-1922. By paper filed. Suits & Suits attys for plff direct above stated case dis continued.	

continued from Page 204. James H. Allport vs. Huntingdon & Clfd. Telephone Co., No. 1. February Term, 1921.

& Clearfield Telephone Co, & the Clearfield Trust Co, Receiver of the Huntingdon and Clearfield Telephone Co; and reversion & reversions, remainder & remainders, revenues, rents, income, issues & profits thereof; and also all the estate, right, title and interest, property, possessions, leases, privileges, franchises, contracts, accounts, claims and demands whatsoever as well in equity as at law of the Huntingdon & Clearfield Telephone Co, and any and every part thereof.

Notice of said sale shall be published in one newspaper of general circulation, published in the Boro of Clearfield, Penna, for a period of four weeks prior to the date fixed for said sale, and by hand bills or posters, posted in prominent places in the four several counties in which said telephone business is conducted, & by mailing a notice to each of the general creditors at his Post-Office address as shown by the list of such creditors hereto attached.

The Receiver shall accept no bid from anyone offering the same unless such person shall first have deposited with it as a pledge that he will make good his bid in case of its acceptance, the sum of Ten Thousand ($10,000.00) Dollars, in cash or by certified check upon any bank or trust company acceptable to the Receivers. At the time the bid is accepted one-half of the purchase price shall be paid in cash or by certified check satisfactory to the Receiver, and the balance shall be paid to the Receiver upon the confirmation of the sale. Cash or checks of unsuccessful bidders deposited as evidence of good faith as aforesaid shall be returned to such depositors upon the acceptance of the bid of the successful bidder. If any bidder or purchaser shall fail to make good his bid upon its acceptance by the Receiver, by not making any of the payments in consummation of his purchase as hereinbefore provided, the sums paid or deposited by such bidder or purchaser shall be forfeited as liquidated damages for failure to comply with the bid and the purchase, and shall be applied to the payment of the expenses of a re-sale, and the making good any deficiency or loss in case the property may be sold at a less price at a re-sale and for such other or further purpose as the Court may direct. Such application of the cash deposit shall not relieve the defaulting bidder from liability for any deficiency on a re-sale of the property.

The Receiver shall present his return of sale to the Court on Monday, March 31, 1924 at 9 o'clock A.M. for confirmation. Said return of sale shall be on file in the Prothonotary's Office for at least ten days prior to March 31, 1924 so that examination thereof may be had and exceptions filed thereto, if desired, by interested parties.

This sale shall be subject to the mortgages given by The Huntingdon & Clearfield Telephone Co., Indiana Telephone Co, & Cambria County Telephone & Telegraph Co, as set forth in the foregoing petition, and said mortgages and the liens thereof on the property covered by the same, shall not be affected or discharged, but the purchaser or purchasers shall take said property subject to said mortgages. By the Court, A. R. Chase, P. J.

For Receiver's Account See Receivers Docket A, Page 313.

Mar. 14, 1924. Leave to continue Receiver's Sale filed

Now Mar. 14, 1924 on motion of Miller & Hartswick, attorneys for The Clearfield Trust Company, Receiver of the Huntingdon & Clearfield Telephone Company, leave is granted to said Receiver to adjourn and continue the Receivers Sale of the Huntingdon & Clearfield Telephone Company until Friday, April 18, 1924 at 1:30 o'clock P.M. without further advertisement. Return of sale to be presented to the Court for confirmation on Monday, May 5, 1924, at 10 o'clock A.M. Said return of sale to be filed in the office of

Contd on Page 254

Sept. Term 1922

W.A. Hagerty	Gulich Township Road District 5	July 31, 1922. Bill in Equity filed To the Hon. judge of the Common Pleas Court of Clearfield County Penna. Your Orator: The Township of Gulich, the Plaintiff
Jno B McGrath	Denver Fritz	Complains and says:— 1st That Clair McElroy, William Grass and W E Fox are the duly elected Supervisors of Gulich Twp. and W E Fox is the present Road Master.
Pro Ralston	2.50	(2) That there was a public Road duly Viewed
Staff Lovell	8.42	confirmed and laid out by the Court of Quarter Sessions
Pro Ralston	.50	of Clearfield County, leading from the Village of Ginter
	.50	of said Twp. to a point near Viola Mines near the Homestead of H E Fulkerson. That the said Denver Fritz is a resident of the said Twp of Gulich and is the owner of a piece or parcel of land lying on the lower side of the above mentioned Road in said Twp. That said road is a steep hill, that the water falling on said road would naturally overflow on the said land of said Fritz. That the water along said road has no place to go except through the land of said Fritz. That unless said water is turned off at this point same will wash down the hill and destroy the public Highway. That the Road Foreman W.E. Fox opens a small ditch into the land of said Fritz in order to take care of the water at this point. That said water has only a distance of 30 ft through said land before it goes into the creek That said Denver Fritz has filled up said ditch and refused to allow said Road Master to turn the water on his land. That your Petitioner prays the Hon Court to grant a rule on Mike Fritz to Show Cause why an injunction should not restrain Denver Fritz individually his agents and his employees from interfering with the duties of the Road Master and from interfering with and filling up the ditch or ditches opened by said Road Master on the premises of said Fritz. And they will ever pray Now July 31 1922 Rule granted on Mike Fritz to Show Cause why injunction should not issue Returnable to 2nd Monday of August 1922 at 10 O'clock A M By the Court. July 31 1922 Rule issued to Sheriff Now Aug 2-1922 Served within writ with pltffs. Statements Notice etc on defendant Denver Fritz by leaving a true & attested Copy of the within writ with plaintiffs Statement notice & etc, with an adult Member of his family at his residence So Advs Thos J. Lovell Sheriff. Aug 7. 1922 By paper filed Jno. B McGrath. Atty enters his appearance for the Defn Now aug 9. 1922. on Motion of John B McGrath Atty for Defn the hearing on this rule is continued until the 28th day of Aug A.D. 1922. at 10.00 o'clock A.M. By the Court

Sept. Term 1922

W A Hagerty	Gulich Township Road District.	July 31 1922 Bill in Equity Filed. To the Hon. Judge of the Court of Common Pleas of Clearfield County. Penna:
	6	Your Orator The Township of Gulich the Pltff complains and says:
Jno B McGrath	Mike Lumunic	That Clair McCoy, William Goss & W E Fox are the duly elected Supervisors of Gulich Township and W E Fox is the present Road Master.
Jno Ralston	$2.50	That there was a public road comprising by the course leading from the village of Janesville
Sheriff Lowell	8.06	to the Village of Buccania in the Twp of Gulich
Jno Ralston	50	That the aforesaid Mike Lumunic is a resident of
	50	the said Gulich Twp. and is the owner of a piece or parcel of land lying on the lower side of the above mentioned road in the Twp of Gulich.
		That said road is a steep hill and that the Water falling on said road would naturally overflow on the said land of Lumunic. That the water along the said road has no place to go except through the land of said Lumunic. That the Water along the said road has no place to go except through the land of Mike Lumunic. That unless said Water is turned off at this point the same would rush down the hill and destroy the public Highway.
		That the Road Master W E Fox in order to protect said road opened a small ditch into the land of said Lumunic in order to take care of the water at this point. That said Mike Lumunic has filled up said ditch and refuses to allow the Road Master to turn the Water on his land.
		The petitioner therefore prays the Court to grant a rule on Mike Lumunic to show cause why an injunction should not issue restraining the said Mike Lumunic or his agents from filling up said ditch or ditches.
		Now July 31 1922 Rule granted on Mike Lumunic to show cause why an injunction should not issue Ret. fo 2nd Monday of August 1922 at 10 o'clock a m
		By the Court
		July 31 1922 Rule issued to Sheriff
		July 2-1922 Served within writ with plaintiffs Statements notices etc on the defendant Mike Lumunic by personally handing to him a true & attested Copy of the within writ with plaintiffs Statement Notice etc So Advs Thos J Lowell Sheriff
		Aug 7. 1922 By paper filed Jno. B McGrath atty enters his appearance for Defr
		Now aug 9. 1922. on motion of John B McGrath atty for Defs. The hearing on this rule is continued until 28th day of aug A.D. 1922 at 10 o'clock A M.
		By the Court

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Sept Term 1922

Pentz + Pentz	Twp of Sandy of the County of Clearfield a Twp of the Second Class		Sept 4, 1922 Bill of Complaint filed Your orator complaining says: It is a second-class Twp of the County of Clearfield and as such Twp has joined with the Co of Clearfield for the improvement of a certain public road known as "The Valley Road" leading from Sabula towards Penfield & a contract for the improvement of said highway has been duly let & the Contractors are now constructing said road as provided by the terms of said agreement. Jane E Brown is the wife of George W Brown the above named Defts. The said Defts have erected along the line of said road, & projecting into the same, three buildings, consisting of a barn, storeroom and dwelling house & a telephone building, all of which buildings are occupied by the Defts & which so project into said highway that it is interfering with the construction thereof as laid down by the engineers having charge of said work. Said buildings not only project on said road as being now constructed, known as the "Valley Road" but also project on what is known as "The Hill Road", almost parallel with the "Valley Road." Your orator therefore prays for relief as follows First. To compel said Defts to remove said buildings from said public road. Sec. To perpetually restrain said Defts from constructing any other buildings on said roads. Third That the Defts be compelled to pay all the costs, fees & charges of this proceeding & any damages that the Pff may have suffered by virtue of the Defts refusing to move said buildings from said roads. Fourth Such further & other equitable relief as your orator is entitled to have Pentz + Pentz Solicitrs for Plff
Sept 4	7		
J A Gleason	Jane E Brown George W Brown		To Jane E Brown & Geo W Brown within named Defts You are hereby notified & required within 15 days after service hereof on you to cause an appearance to be entered for you in the Court of Common Pleas of Clearfield Co. Pa sitting in Equity & to file your answer within 30 days to the within Bill of complaint of the within named Twp of Sandy & 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 Prothonotary's office within 15 days or filing your answer within 30 days you will be liable to have the bill taken Pro Confesso & a decree made against you in your absence
Pro Ralston	by atty	$2.50	
" "		.50	
" "		1.75	
" "		.60	
" "		1.50	
" "		.60	
" "		1.50	
" "		.60	
" "		1.50	
W S Hand Sub. Pro Ralston		5.00	
" "		.50	
" "		.60	
" "		1.50	
" "		1.00	
" "		.50	
$		20.15	
Mar 4, 1924 Recd of W S Hand Supr $20.15 being costs as taxed above Geo W Ralston Pro.			

Witness, our hands at DuBois, Pa this 2nd day of Sept A D 1922
Pentz & Pentz, Solicitors for Plff.
Now Sept 2. 1922 Service accepted by copy J A Gleason, atty for Defts
Sept 4. 1922 Petition read & appearing that this case should be heard as early as possible it is directed that the Defts file their answer within fifteen days By the court Singleton Bell P.J.
Sept 4. 1922 Service accepted by J. A. Gleason. atty for Defts
Now Nov. 13-1922 On Motion of Pentz & Pentz attys for Plff Judgment Pro Confesso directed to be entered for want of an Appearance & Answer,
By the Court, Singleton Bell. P. J.
Judgment Pro Confesso,
Entered Nov 13-1922, Geo W Ralston Pro,
July 9. 1923 Demurrer of Defts filed
Now, December 29, 1923, by agreement of Counsel, it is ordered, adjudged & decreed that the defendants shall not reconstruct or rebuild or in any manner create any buildings of any nature or character on the ground in question, or erect, construct or maintain any other matter or thing, that will obstruct or encroach upon the public highways as set out in the Bill filed on this case, and in furtherance of the terms of settlement agreed upon it is ordered that within the adjustment made the Township of Sandy shall contribute and pay to the said Defendants Two Hundred Dollars to assist in bearing the expense of the removal of the buildings which existed upon the land in dispute, and further that the Plaintiffs shall pay the cost of this action,
By the Court, Singleton Bell, P. J.
Dec 31-1923. Order Court certified to attorneys.

Contd from page 247. James H Allport vs Huntingdon & Clearfield Tel Co / No 1 Feb T 1921

the Prothonotary of Clearfield County for ten days prior thereto so that the same may be examined and exceptions filed thereto if desired by any interested party

By the Court. A. R. Chase P. J.

Apr. 22. 1924 Receiver's return of Sale filed

Apr. 22. 1924 Exceptions filed to Sale

May 2. 1924 Exceptions to confirmation of sale filed with service accepted by copy by Miller & Hartswick, attys for Receiver and service accepted by copy by Liveright & Chase attys for Purchasers

Now May 5. 1924 Exceptions having been filed by the Commonwealth of Pennsylvania it is ordered and decreed that a hearing in said Exceptions and Return of Sale shall be held on Saturday May 24. 1924 at Nine o' Clock A. M.

By the Court

A. R. Chase P. J.

May 5. 1924 service accepted for Comth. Bell Boulton & Forbyth. attys for Comth of Penna.

May 5. 1924 Petition Re-Confirmation of Sale filed

Nov. 29. 1924 Consent of the Commonwealth that its exceptions be overruled filed

Now, the 29th day of November. 1924 Claims of the Commonwealth of Pennsylvania having been satisfied, Counsel for said exceptant hereby agree and stipulate that the exceptions filed by them on May 2. 1924. on behalf of the Commonwealth of the sale of the rights franchises and property of Huntingdon & Clearfield Telephone Company by Clearfield Trust Company Receiver, be overruled by the Court and that so far as said exceptant is concerned, that said sale shall and may be confirmed absolutely

Bell. Boulton & Forbyth

attys for Comth. of Penna

Now this 31st day of Dec. 1924 it is ordered and decreed as follows in the above entitled Case:

Return of Sale by Clearfield Trust Co. Receiver of Huntingdon & Clearfield Telephone Company, of the property, rights and franchises of said Huntingdon & Clearfield Telephone Company, to A. W. Lee and George E. Brundible having been made and filed in this Court on the 22 day of April. 1924. and exceptions thereto having been filed by Comth. of Pennsylvania on May 2. 1924. and Comth of Penna. by paper filed on the 29th day of Nov. 1924. having acknowledged satisfaction of its claims & having agreed that its exceptions be overruled, and that the sale so returned and reported by said Receiver be confirmed absolutely, said exceptions are hereby overruled and A. W. Lee and George E. Brundible having on the 5th day of May. 1924, filed a petition to the Court averring that they made purchase of the property, assets and franchises of said Huntingdon & Clearfield Telephone Company on account of themselves and on account of eight other persons in said declaration named, and having requested that said sale be confirmed to them and their associates named, and that conveyance to them by the Receiver of Huntingdon & Clearfield Telephone Company be directed by the Court, it is ordered directed & decreed that the sale of said property, assets and franchises be be and the same hereby is confirmed absolutely.

Contd from Page 254

It is further ordered and directed that Clearfield Trust Company, Receiver of Huntingdon & Clearfield Telephone Company, make conveyance to A. W. Lee, George E. Prindible, Ralph E. Good, William W Wrigley H. B. Powell, William H. Sandford, Thos. J. Lee, Frederick B. Kerr, James H. Allport and Rembrandt Peale, of the the rights and franchises, and all the property, personal, mixed and real, all stocks and securities, all the pole, wire and cable lines, exchanges, exchange equipment, fixtures and furnishings; all rights of way, Contracts for rights of way, leases, agreements, Contracts, automobiles, Auto trucks, implements tools supplies and all other rights and interests of Huntingdon and Clearfield Telephone Company, and including the lot of ground & building thereon erected, situate on the Corner of Corner of Carpenter Ave and Kompers Alley in the Boro. of Indiana, County of Indiana and State of Penna; and all other property and property rights of whatsoever Character or nature, and wheresoever situate, real, personal or mixed, owned, held, possessed, or enjoyed by Huntingdon & Clearfield Telephone Company, and Clearfield Trust Company, Receiver of Huntingdon & Clearfield Telephone Company; and reversion and reversions, remainder and remainders, revenues, rents, income, issues and profits thereof; and also all the estate, right, title and interest, property possessions, leases, privileges, franchises, Contracts, accounts, Claims and demands whatsoever as well in equity as at law of Huntingdon & Clearfield Telephone Company and any and every part thereof.

Said Conveyance to be subject to the mortgages given by the Huntingdon & Clearfield Telephone Company, Indiana Telephone Company and Cambria County Telephone & Telegraph Company, recited in the Receiver's Petition for an order to sell at public sale & also recited in the Receiver's return of sale. By the Court

A. R. Chase, P.J.

May 14, 1925 First & Final Account of Clfd Trust Co. Receiver filed

See Receivers Docket A. Page 314 for Receivers' account

Dec Term 1922

Kramer & Kramer Perry & Henderson Chase & Chase	Edgar E. Homer / Blanche & Nolan		Oct 20, 1922 Bill in Equity filed To the Honorable Singleton Bell Judge of said Court. Edgar E Homer of the City of Altoona Co of Blair & State of Penna, brings this his bill against Blanche Nolan of the Boro of Chester Hill Clearfield Co. and thereupon the plffs complain & say: That upon the 11" day of Feb A.D. 1920 at the Boro of Chester Hill Co of Clfd the said Blanche Nolan did in proper form sign seal acknowledge & deliver unto the said Edgar E Homer your petitr. in and for the consideration of one Dollar unto her in hand paid by your petitioner a certain agreement or option, wherein she the said Blanche Nolan did grant unto the said Edgar E Homer, the option & right to lease for the sum of ten cents per gross ton, or the right to purchase, whichever he might prefer, all the coal in, under & upon all that certain tract of land situate in Lawrence Twp. Clfd Co Penna. consisting of 299 acres of coal right which was sold for taxes as the property of John Stadler & purchased at Commrs. sale by James Nolan, who by deed dated the 10" day of Sept. 1920. & recorded in the office in and for the recoding of deeds etc in & for Clfd Co. quitclaimed all his right, title & interest therein to the Defn. Blanche Nolan a true copy of which option is hereunto attached and marked "Exhibit "A" That the said Blanche Nolan did covenant & agree in her said agreement & option with the said Edgar E Homer copy of which is hereunto attached & marked "Exhibit "A" that whenever requested (by notice being given her within the original period of two years & the further period of thirty days allowed in which to examine the title to the said land (she, the said Blanche Nolan would) execute & deliver unto the said Edgar E Homer, or to his heirs or assigns, a lease or deed of all the coal in said track of land on the terms & conditions set forth in said agreement & option Wherefore the Plff needs equitable relief & the prays (1) That the said Blanche Nolan specifically perform the said contract & that by good & sufficient lease, lease and convey unto Edgar E Homer the said premises free of all incumbrances thereon. That the said Blanche Nolan legally sign, seal Contd on Page 257
Prs Ralston by Atty	2.50		
" "	6 copies Certs to Surv	2.60	
Sheriff Lowell & Ralston		5.40	
" "		.50	
" "		.50	
" "		.60	
" "		1.50	
" "		.60	
" "		1.50	
" "		.50	
" "		.50	
" "		1.50	
9-24-23 "		.50	
12-14-23 "		.60	

acknowledge and deliver unto said Edgar E Homer said lease upon the terms & conditions set forth in said agreement and option, true copy of which is hereunto annexed & marked Exhibit "A"
(2) Such other & general relief as the equities of the case may demand.

David R. Perry. Sec. Natl Bank Bldg. Altoona. Pa
R. A Henderson. Sec. Natl Bank Bldg. Altoona. Pa
Solicitors for Plff.

To Blanche Nolan. Defr above named, or her atty.
You are hereby notified & required to cause an appearance to be entered for you in the within court, to the within Bill of Complaint, within 15 days after service hereof on you, and to file an answer to said Bill of Complaint in the Office of the Prothy of the Court of Common Pleas of Clfd Co. within thirty days thereafter, and to observe what said Court shall direct
You are also further notified that if you fail to enter your appearance thereto within the said 15 days & file your answer thereto within said 30 days you will be liable to have the Bill taken pro confesso, & a decree made against you in your absence
Witness our hands at Clearfield, this day of Oct. 1922.
David R Perry. Robt. A. Henderson. Kramer & Kramer
Solicitors for Plaintiff.

Now Nov 1-1922 Served the within writ on the defendant Blanche Nolan by personally handing to her true & attested copies of the within writ
So answers Thos J Lowell Shrff.

Nov 13-1922 By paper filed Chase & Chase enter their appearance for the defendant.

Nov 27-1922 Demurrer by defendant to Bill of Complaint of Edgar E. Homer filed; with Service Accepted thereon Nov 27-1922 by Kramer & Kramer solicitors for Complainant

Dec 12. 1922 Bill in this case having been served upon Deft and demurrer having been filed, plff directs that this case be set down for argument Kramer & Kramer, Solicitors for Plff

March 31 1923. Opinion & Decree Jules.
Now March 31. 1923. The Demurrer is sustained and Judgment thereon entered in favor of the defendant, Exceptions noted and bill sealed to the Plaintiffs. If either party shall desire a more formal and extended decree the same may be presented by Counsel. By the Court.

Sept 24-1923. Pet to amend Plffs Bill filed.
Sept 24-1923. Rule granted on defendant to show Cause why amendment should not be allowed, Ret to 3rd Monday of November A.D. 1923. By the Court Singleton Bell P.J.
Sept 24-1923. Rule accepted issuance waived by Chase & Chase,
Dec 14-1924 Answer to Plffs petition to amend bill filed by Chase & Chase

Dec Term 1922

M + H

School Dist of Lawrence Twp Hyde City 2.

Geo E. Alter atty Sunk. and N. J. Swoope, asst atty Sunk.

E M Wescott Co. Supt. of State Highways for Clearfield Co.

Nov 4. 1922 Pltffs Bill in Equity filed

To the Hon. Singleton Bell. Pres. Judge of said Courts

Your orator complains and says:

Your orator is a school district of the fourth class in & for the Twp of Lawrence, Co. of Clearfield & State of Penna. and as such district is charged with the duties of erecting & maintaining proper school houses and school facilities, of conducting the public schools within said district.

That the Defr E M Wescott is the Co Supt of State Highways in & for the Co. of Clearfield

That by a deed dated Aug 6. 1902. and recorded Aug 23. 1902. in the office for the recording of deeds in & for Clfd Co. in Deed Book 125; Page 457. Emanuel Schnars and wife conveyed to Charles Hyde and H L W Hyde a certain piece or tract of land situate in Lawrence Twp. Clfd Co. Penna and containing about 242 acres, in said deed particularly described

That the said Charles Hyde & H L W Hyde plotted said land into lots for the purpose of selling & conveying the same to such persons as might desire to purchase said lots or any of them, as an aid to the sale of said lots & for the benefit of the purchasers thereof the said Charles Hyde & H L W Hyde built, erected & constructed a certain underground sewer of terra cotta pipe 24" in diameter & commencing on Washington Ave. some distance south of Hoover St. marked on the aforesaid plot of lots & thence running in & under Washington Ave. and connecting with & emptying into Montgomery Creek

That your orator has become the owner of lots Nos. 1. 2. 3. 21. 22. & 23 in Block 21 (of "Steel and Iron Works Addition to Clearfield, which is commonly known as Hyde City) of the aforesaid plan or plot of lots & is now the owner of the aforesaid six lots.

Your orator is advised & believes, & therefore avers that on the first day of Nov. 1922. the said E M Wescott acting in his official capacity as Co. Supt of State Highways for Clearfield County, through his agents and employees caused the drains or sewers of your orator to be dug up and disconnected with the aforesaid sewer in Washington Ave, that the opening into said Washington ave. sewer has been plugged or closed up for the purpose of preventing your orator

Contd on next Page

Pro Ralstone		2.50
"	"	1.50
	"	.50
	"	.50
11-18-22	"	.50
	"	.50
	"	.50
	"	.50
Shff Lowere		3.62

from Connecting its sewer forthwith. and that your orator has been advised & notified that it will not be permitted to connect its sewer with the said sewer in Washington ave. or permitted to maintain and use the same

Your Orator. therefor. prays that a rule may be granted. returnable to such time as your Honorable Court may fix on the said E M Wescott. Co Supt. of State Highways for Clearfield County to show cause.

(1) Why an injunction should not be issued Commanding him the said E M Wescott. Co Supt of State Highways for Clearfield County. to reconnect the aforesaid sewer of your orator with the sewer laid in Washington ave. as in this Bill of Complaint fully set forth. Its restore such sewer and connections property of your orator in the same condition it was in immediately prior to the digging up and disconnecting of said sewer by the Defr on Nov. 1, 1922.

(2) Why an injunction should not be issued restraining the said E M. Wescott. Supt of State Highways and for Clearfield County. Penna. his agents. servants and employees from preventing your orator from connecting its said sewer with the aforesaid sewer in Washington ave. and from interfering with your orator in maintaining and using said sewer, & from interfering with the use of said sewer & the property of your orator

(3) That your orator be awarded its costs in this proceeding.

(4) Such further equitable relief to which your orator may be entitled Miller & Hartswick Solicitors for Plff.

To E M Wescott Co. Supt of State Highways of Clearfield Co.

You are hereby notified & required within 15 days after service hereof on you to cause an appearance to be entered for you in the Court of Common Pleas of Clfd Co. Pa. Sitting in Equity and to file your answer within 30 days to the within Bill of Complaint of the within named School Dist of Lawrence Twp. & to observe what the court shall direct

You are also notified that if you fail to comply with the above directions by not entering an appearance in the Prothonotary's office within 15 days or filing an answer with 30 days your will be liable to have the Bill taken pro Confesso. & a decree made against you in your absence

Witness our hands at Clearfield Pa this day of Nov A D 1922

Miller & Hartswick Solicitors for Plff.

Decree Now the 4th day of Nov A D. 1922. the within Bill of Complaint presented. read and considered and thereupon a rule is granted upon the Defr. therein named to show cause why an injunction should not be granted in this case as prayed for by the Complainant. Said rule is returnable to & shall be heard on Saturday the 11 day of November A D 1922. at nine o'clock A M By the Court.

Nov 4, 1922 Rule issued.

Now Nov-10-1922 Because of inability of Council for defense to be present this cause is continued to Saturday Nov-18-1922 at 9 o'Clock A.M. Orders heretofore made to remain in force until further orders By the Court Sur[illegible]on Bell P.J.

Nov 18-1922 By paper filed, Yeager & other atty Reid & W. I. Swoope ask atty's leave enter their appearance for the Defts.

Cont'd on Page 260

Contd from Page 259 No 2 Dec T 1922

Nov 18. 1922 Order filed as follows
It is ordered and decreed that the typewritten copy of Plffs bill may be continued as the final Bill without being reprinted and re-filed, and that the defendant may file a typewritten answer. This order is made so as to relieve the municipal districts from incurring the expense of having printed regular printed Bills & answers
By the Court

Now Nov. 18. 1922. this case came on to be heard upon testimony & after a full hearing it is ordered adjudged and decreed that the Plff. is entitled to a preliminary injunction as prayed for.
And it is further ordered, adjudged and decreed
First: That a preliminary injunction be issued against E. M. Westcott County Supt. of State Highways for Clearfield County Commanding him to reconnect the sewer of the Plff School Dist. running from its school building in Hyde City, Lawrence Twp. Clearfield County, Penna and connecting with the terracotta sewer running north & south upon Washington Ave in Hyde City, & that he fully restore such sewer & connections, coverings & ditch as it existed prior to the date when said sewer was dug up and disconnected by him, his agents & employees.
Sec. That the said E. M. Westcott Co. Supt of State Highways for Clearfield Co. his agents, and employees, be enjoined until final hearing & decision in this matter from interfering with the said sewer of the School Dist of Lawrence Twp, its use thereof, & its maintenance supervision & control by said School Dist.
Third: That the Plff. School Dist file its own bond in the sum of Five Hundred Dollars, conditioned as required by law.
By the Court
Singleton Bell P.J.

Now Nov. 18. 1922. I accept service of the preliminary injunction and waive the issuance & personal service of the same
E. M. Westcott

Nov. 20. 1922. Defts answer filed with service accepted by Miller & Hartswick. attys for Plff.

Nov 20 - 1922 School District of Lawrence Twp. Plff files Bond in the sum of $500.00

Now Nov 7. 1922 Served the within Rule on E. M. Westcott County Supt. of State Highways of Clearfield County by personally handing to him a true & attested copy of the within writ & so ans
Thos J. Lowell Shff.

Sept Term 1923

Rentz & Rentz	Crist Nacous & Mark Procas		May 11, 1923 Bill in Equity filed. To the Honorable, the Judge of the above named Court. Your orators complaining says,
May 11	1		Your orators are informed that H.S. Knarr in his lifetime was the owner of a certain property situate at 45 N. Long Ave. in the City of DuBois, Clearfield County, Penna. & that his two sons, S.P. Knarr & B.E. Knarr, the above named Defts, are trustees under his will as recorded in the Orphans Court of Clearfield County & as such trustee the said Defts leased to Frank George the said premises situate at said 45 N. Long Ave for a term of five (5) years, by a written contract dated the first day of June, 1920 which said premises were used as a confectionery store, light lunch & soda fountain.
L.D. McCall	S. P. Knarr & B. E. Knarr, Trustee		
Pro Ralston by atty		2.50	
N.C. Neeley Bd of K 1943,		1.90	
Geo Ralston		.50	
" "		.50	
" "		.60	
" "		1.50	
		.50	
		1.00	
Dec 6 1923 Rec'd of Jeff Atty Costs. N.C. Neeley 1.90 Pro Ralston 4.60 total $6.50 Geo W Ralston Pro,			Your orators were desirous of purchasing the place of business of the said Frank George, provided a lease could be obtained from the said Defts for the said premises on 45 N. Long Ave. & they entered into negotiations with the said Frank George for that purpose, but before consummating their deal with the said Frank George they went to the Defts & entered into a written contract with the Defts to lease to them the said premises for a period of five (5) years from the first day of May, 1923 at the monthly rental of One Hundred Eighty-five ($185.00) Dollars to be paid monthly in advance, & with the option to continue on said premises for another term of five (5) years after the expiration of the first term at the monthly rental of Two Hundred ($200.00) Dollars, said contract was reduced to writing & was signed by your orators & the said Defts & witnessed by Frank George & Fred Osborn & it was left in the hands of the said Defts until they would consummate their deal with said Frank George and the said Frank George was to surrender his lease. At the time said lease was signed the Defts told your orators to go ahead & complete their transaction with the said Frank George & to go into possession of said premises & the lease would then be delivered. Your orators relying upon said statement of the said Defts consummated their negotiations with said Frank George purchasing from him his furniture fixtures merchandise, good will, etc located at 45 West Long Ave. for the sum of Eighteen Thousand ($18,000.00) Dollars, on the 5th day of April, 1923, & after said purchase

your orators went into possession of said premises formerly occupied by said Frank George, and are now in possession thereof.

After your orators had made said purchase from the said Frank George & paid the purchase price of said premises the Defts notified your orators that they would not carry out their contract as made, and although the said Defts had toed your orators to make said purchase & to go into possession of said premises & that they would deliver said lease they now refuse to deliver said lease & have informed your orators that they have destroyed it and that they will not deliver said lease as they agreed to but now want to enter into another contract at a higher rental & for a shorter time & have presented to your orators an agreement to be signed by them in which they will agree to rent the property on certain conditions & stipulations. A copy of the proposed agreement is hereto attached & marked Exhibit A, which is not the agreement upon which your orators have laid out & expended their money.

Your orators have tendered to the said Defts the rent for the month of May 1923 & have ask for their lease, but the Defts refuse to accept said rent & threaten to dispossess your orators if they will enter into a new contract as they demand.

Your orators pray for relief as follows

(1) That the said Defts be restrained from dispossessing your orators.

(2) That the said Defts be compelled to make, execute & deliver a contract to your orators for the leasing of said premises to them to wit from the first day of May 1923 for the term of five (5) years, at the rate of $15.00 per month, to be paid in monthly portions in advance, with the privilege of continuing said lease for another five (5) years at the rate of $20.00 per month, to be paid in advance

(3) That the Defts be compelled to pay the costs of this proceeding

(4) Such further & other equitable relief to which your orators may be entitled

Pentz & Pentz attys for Plffs

To S. P. Knarr & B. E. Knarr Trustees & Defts

You are hereby notified & required within 15 days after service hereof on you to cause an appearance to be entered for you in Court of Common Pleas of Clearfield County, Pa sitting in equity & to file your answer within 30 days & 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 Prothonotays office within 15 days or filing your answer within 30 days you will be liable to have the bill taken pro confesso & a decree made against you in your absence

Witness our hands at DuBois Pa this day of May A.D 1923

Pentz & Pentz attys for Plff.

Served within Bill in Equity on Silas P. Knarr by handing him a true copy thereof personally. The 9th day of May 1923. & served within Bill in Equity on B. E. Knarr by handing him personally a true copy thereof the 9th day of May 1923.

So answers M. C. Neeley Const.

May 24 - 1923. By paper filed L. D. McCall atty enters his Appearance for the defendants

June 9, 1923 Defts answer filed with service accepted by Pentz & Pentz attys for Plff.

Nov. 15 1923 Discontinuance filed by Pentz & Pentz attys for Plff. & L. D. McCall. atty for Defts

Sept Term 1923

Kramer + Kramer	Milton Kramer	May 26. 1923 Bill in Equity filed To the Honorable Singleton Bell Pres. Judge of said Courts Milton Kramer of the Twp of Laurence County of Clearfield & State of Penna brings this his bill in Equity in behalf of himself & such other residents and taxpayers of the Twp of Lawrence aforesaid who may care to join herein against Charles P Nelson also of the Twp of Lawrence County & State & complains & says That complainant lives in that section of Lawrence Twp Clearfield County known as Mt Zion & he is the owner of an undivided interest in a farm situated there That a school house & school lot known as the Mt Zion school lies to the West of the Pfaff farm & up a slope therefrom & immediately to the West of said school lot & adjoining same lies a plot of ground supposed to be owned by a Cemetery Association composed of residents of Mt Zion & vicinity. This Cemetery plot was set apart for this use upwards of ten years ago but no burials have ever been made therein & this petitioner believes the Association has dissolved and disbanded
May 26	2	Charles P Nelson is a resident of said vicinity & supposed to be a member of the Cemetery association above named. Idora Nelson wife of said Charles P. Nelson died at the Clearfield Hospital Clearfield Pa on the 24th day of May 1923 and preparations are now under way as plaintiff is advised to make burial of her remains in the said proposed Cemetery. The grave for said purpose is now being dug & interment will take place on the 27th day of this month unless the injunction prayed for is granted
Miller + Hartswick	Charles P Nelson	The natural strata & the underground water courses are such that the proposed Cemetery plot drains toward the school house lot & the farm of the Pfaff. That the site of the grave now being dug for the body of Idora Nelson is two hundred ft distant from a well located upon the school house plot & 400 ft from a well at the barn on the Pfaff farm which is used for the watering of Cattle & six hundred feet distance from the house on Pfaff farm & his well which is used for domestic purposes. The well at the Pfaffs house & the well on the school house lot are fed by the same underground stream of water, the drainage from the proposed Cemetery will flow directly into the underground streams which feed said wells if burial is permitted as now proposed said wells will become contaminated & unfit for domestic & public use to the permanent & irreparable injury of Pfaff as an undivided interest in said farm & as a tax payer due to the injury that will accrue to the school house lot.
Pro Ralston by atty	2.50	
" " copy crts	.50	
" "	.50	
" "	.50	
Sept 25. 1923 Recd of Kramer + Kramer atty ck for 1.75 being my costs	Geo W Ralston Prothy	

Contd on page 265

Wherefore the plff. on behalf of himself & such other persons as may later join in this bill prays the court for the following relief.

First. That a temporary injunction be granted restraining the said Defts from burying the body of said Idora Nelson in the proposed location

Sec That a pemanent injunction be granted restraining the burial of any bodies in the proposed cemetery at any time.

Third Such other relief as to the court may seem just & proper.

Fourth That the plff may be awarded costs of these proceedings

May 26. 1923. this bill & the accompanying affidavits being presented & Counsel for both parties being heard, the extraordinary circumstances being such as to involve coinsequences which may be far reaching, and it appearing to the court that no material injury will be done by awaiting a full hearing after which such order will be made as to right & justice shall belong! the motion for a preliminary injunction is refused and it is ordered that the bill be filed and the cause proceed with

By the Court

May 28. 1923 Served on me by copy Miller & Hartswick atty for Defs

May 26. 1923 injunction affidavit filed

June 5-1923 By paper filed Miller & Hartswick enter their appearance for the defendants.

June 5-1923 Demurrer filed

Now September 28, 1923 this case discontinued

Kramer & Kramer
attys for plaintiff

Attest
Geo W. Ralston
Prothy

Mitchell & Morris
Punxsutawney Pa

Sept Term 1923

Miller + Hartswick	Ernest James, + Ralph Piper		June 26. 1923 Bill in Equity filed
June 26	3		To the Honorable Luigleton Bell. J. President Judge of said Court.
W.D. Swoope	Oreste Paolucci		Your orators complain and say. That on or about the 14th day of October 1922. your orators entered into a verbal agreement with Oreste Paolucci the Defn. a resident of Mahaffey, said County, to form a partnership with him in the business of mining + selling bituminous coal.
Prs Ralston by atty		2.50	
"	"	60	
"	"	1.50	
"	"	50	
Shff Lowell		2.70	
Pro Ralston		50	That said Co-partnership business was entered upon with the understanding that your orators contribute one-half of the assets + said Defn one-half of the assets; that the profits thereof if any, be shared between said parties as follows, that is, one-half to your orators & one-half to the Defn. + that any Losses be borne in like manner.
"	"	50	
3-1-24 "	" Co arg.	60	
		1.50	
		50	
		1.00	
	Co	50	
	"	50	
	"	50	
	"	60	
	"	1.50	
		50	
		16.50	
Dec 5-1924 Rec'd of pff atty Mitchell + Morris $ Costs $16.50 as stated. Geo M Ralston Exo.			
Orothy	2-23-25 by atty Marquette	50	That pursuant to said agreement your orators purchased + have paid the sum of $1500.00 to Josephine Flynn of Mahaffey Pa for about 25 acres of coal & coal rights as appears by deed dated Oct 14. 1922. recorded in the Recorder's Office of Clearfield County, Pa in in Deed Book 261 page 78.
		50	
			That said partnership is the owner of a pony, used to haul mine cars, tools supplies, mine cars & other equipment & personal property situate in and about said mine in Bell Twp Clearfield County, Penna.
			That in further pursuance of said oral agreement, your orators contributed the further sum of $1000.00 as cash to said partnership account for a working fund to take care of pay rolls & general operating expenses; + said Oreste Paolucci was to contribute a like sum in cash for said purposes, but your orators verily believe that said Defn has not contributed said sum in cash as he agreed; said Defn has possession of the partnership bank-pass book & other books + said Defn has refused + still refuses to permit your orators to examine same.
			Wherefore your orators pray:
			1" That the said Defn Oreste Paolucci may answer the premises.
			2" That the said Co-partnership be declared dissolved.
			3" That an account may be taken of all & every the said Co-partnership dealings and transactions from the time of the commencement thereof; & also an account of the moneys received & paid by your orators & the said Defn respectively in regard thereto, and that the said Defn may be decreed to pay your orators what if anything, shall, upon the taking of the said accounts, appear to be due thereby; or due

said partnership; your orators being ready & willing & hereby offering to pay to the said Defts & to said partnership or either, what if anything shall upon the taking of said accounts, appear to be due to said Defts or said partnership from your orators.

4" That in the meantime, the said Defts. Oreste Paolucci may be restrained by the order & injunction of this Honorable Court from collecting & receiving the partnership debts or other moneys or selling or disposing of any of the personal property of said co-partnership

5" That Your Honor also grant to your orators the writ of injunction issuing out & under the seal of this Honorable Court restraining the Plffs from proceeding at law further with the writ of Fi. Fa issued to No. 6 Sept Term, 1923, from the said Court of Common Pleas of Clearfield County, Penna touching any of the matters in question, and to stand to and abide by such order & direction as to Your Honor shall seem meet, and the circumstances of the case require

6" That such other & further relief may be granted in the premises by your Honorable Court as may seem meet & just for the protection of the rights of your orators.

And your orators will ever pray

Mitchell & Morris
Miller & Hartswick
Solicitors for Plffs

To Oreste Paolucci. Defts

You are hereby notified & required within 15 days after service hereof on you, to cause an appearance to be entered for you in the Court of Common Pleas of Clearfield county, Pa & to file your answer within 30 days to the within Bill of Complaint of the within named Ernest Garner & Ralph Piper. Plffs. & 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 Prothonotary's Office within 15 days & to file your answer within 30 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, Penna. this 26" day of June 1923

Mitchell & Morris
Miller & Hartswick
Solicitors for Plffs

Now June 26, 1923, the within Bill of complaint presented and same is ordered filed, & a rule is granted on the Defts. to show cause why an injunction should not be granted as prayed for by the Plffs. Said rule returnable to Monday July 9 1923 at 9 o'clock a m.

By the Court

June 26, 1923 Rule issued

June 26, 1923 By paper filed William I Swoope atty enters his appearance for Defts

June 26-1923 Service of this Rule accepted & Personal Service waived W. I. Swoope atty for Pff.

Nov 8-1923, Defendants Answer filed (with 2 extra copies) And Served on Miller & Hartswick by Copy

Nov 8-1923, as per rule endorsement

Nov 17-1923 Replication filed; viz The plaintiff joins issue in the matter alleged in the Answer Mitchell & Morris & Miller & Hartswick Pff attys.

Mar. 12 1924 Decree of Court dissolving partnership filed

Now Mar. 12, 1924 this case being at issue & coming on to be heard upon Bill and Answer, & by agreement of Counsel for Plff and Counsel for the Defts it is ordered, adjudged and decreed as follows; First. That the partnership heretofore existing between the plaintiffs and Defendants in the business of mining & selling bituminous

Contd next page

No 3. Sept Term 1923

Coal, is hereby ended and dissolved.

Sec: That an account shall be taken of all and every the said Co-partnership dealings and transactions, from the time of the Commencement thereof, and, for this purpose a full, true and correct account of all moneys received and disbursed respectively by the plaintiffs and the defendants shall be filed respectively by the plaintiffs and by the defendants in this case, on or before the 12" day of April A.D. 1924, exceptions if any, to the account so filed shall be filed of record in this Case by the respective parties on or before the first day of May, A.D. 1924.

Third The Defendant is hereby restrained and enjoined from proceeding to collect judgment #69 May Term, 1923, in the Court of Common Pleas of Clearfield County, Penna, and from proceeding further in the execution of the fiere facias issued on said judgment to #6 Sept. T. 1923, or upon any other writ of execution issued on said Judgment, until the partnership matters between the parties are finally adjusted and settled in this proceeding.

Fourth: The defendant is restrained and enjoined from further proceeding with the suit at law now pending in the Court of Common Pleas of Jefferson County, for the collection of the sum of $637.70 by the defendant from the plaintiffs, as set forth in the sixth paragraph of plaintiff's answer to the Bill of Complaint filed in this Case, until the partnership matters are fully adjusted and ended in this Case.

Fifth. That Peter P. Jurchak Esq. be appointed Receiver of the partnership heretofore existing between the parties to this proceeding, under the firm name of Paolucci Coal Company, with authority to take possession of, have and receive all the assets and property belonging to said partnership, and to sell and dispose of the same according to law, to pay the debts of said partnership and to wind up the partnership business. Bond to be given by the Receiver in the sum of One Thousand $1000.00 Dollars.

Sixth That such further proceedings and hearings may be had by the parties hereto as the nature of the case may require and demand. By the Court

A. R Chase P.J

Mar. 24. 1924 Account of Plaintiffs filed

1 Oct 14, 1922 Paid to Josephine Flynn of Mahaffey for 25 acres of Coal and Coal rights 1500.00

2 Nov. 2, 1922. Paid to Oreste Paolucci for Plffs 1/2 of working fund to take care of pay-rolls & general Exps 1000.00

3 Dec 28 or 29" 1922. paid Josephine Flynn for coal mined & on tipple at time of sale of premises to parties 87.50

4 Feb. 12. 1923. Note given to Oreste Paolucci for Plffs 1/2 share of amount needed to pay current bills 250.00

Total amount contributed by Plffs $2837.50

Ernest James

Ralph Cifer

Mar. 26. 1924 Receiver's Bond filed

Contd on Page 269

Apr. 18. 1924 Partnership Account filed with service accepted on same by Walter E Morris. atty for Plff.
May 6-1924 Exceptions by Ernest James & Ralph Piser to partnership account of Oreste Paolucci
& May 3-1924 service is hereby accepted of the filing of written exceptions ~~by~~ together with a copy thereof Chas Margiotti, atty for Oreste Paolucci
Dec 5-1924 Settlement filed
Febry 19-1925 Petition for discharge of Receiver & Sureties filed
Order Court: Now Febry 18-1925 Receiver and Sureties discharged as prayed for. By the Court A.R. Chase J.J.
Febry 19-1925 Court order Clk to atty Margiotti

Dec Term 1923

M & A	George D. Benn	Oct 16. 1923. Bill in Equity filed To the Hon Singleton Bell. Pres. Judge of the above entitled Court.
Oct 15	1	Your Orator Complains & says: First That by deed dated the 25th day of Oct. 1864. recorded at Clearfield Pa on the 7th day of Jan. 1865 in Deed Book "V" page 344. there was Conveyed to John G. Reading inter alia a certain track or piece of land situate in Chest Twp Clfd Co. Penna. bounded & described as follows Beginn at a sugar thence by R. Fleming North 40° West 320 perches to a birch corner of John Boyd; thence by John Boyd N. 50° East 230 perches to a maple corner of Josiah Haines; thence by Josiah Haines & John Witmer South 40° degrees East 320 perches to a dogwood; thence by John Brady South 50° West 230 perches to a maple place of beginn. Containing 433 acres. 153 perches surveyed on warrant to Alexander Hunter
	Joel A. Berger Fidelity Trust Co. of Phila. Pa. Admr. d. b. n. c. t. a. of the last Will of John G. Reading decd; Cecelia M. Shiel. Committee of the Person & Est. of Antoinette E. Galvin & The Heirs of John G Reading, Decd	
Pro. Palston by atty 2.50 7 copies cert. to Sheff 3.50		Sec. That by deed dated the first day of Mar. 1865. recorded at Clearfield, Pa on the 3 day of June 1865 in Deed Book "V." page 676, John G. Reading & Sarah F Reading his wife, Conveyed to augustus G. Richey, inter alia an undivided one fourth part of the track of land hereinbefore described.
		Third: That by deed dated the first day of Nov 1869, recorded at Clearfield Pa, on the 5th day of July 1871, in Deed Book "FF" page 650 John G. Redding & Sarah F Reading his wife Conveyed inter alia to augustus F. Richey an undivided one twelfth part of the track of land hereinbefore described.
		Fourth: That by deed dated the first day of March 1865 recorded at Clearfield Pa. on the 30th day of aug. 1867 in Deed Book "AA" page 628, John G Reading & Sarah F Reading, his wife, Conveyed to Charles Bartles, inter alia an undivided one fourth part in and to the premises hereinbefore described.
		Fifth That by deed dated Nov. 1. 1869. recorded at Clearfield Pa on the 5th day of July 1871 in Deed Book "FF" page 649. John G Reading & Sarah F Reading his wife. Conveyed to Charles Bartles inter alia an undivided one twelfth part of the said premises hereinbefore described
		Sixth: That the title to the aforesaid premises by virtue of the hereinbefore recited deeds became vested in said John G Reading, Augustus G. Richey & Charles Bartles & by deed dated April 20th 1882, recorded at Clearfield Pa on the 23rd day of Nov. 1886 in Deed Book 41, page 433. John G. Reading & Sarah F Reading his wife Augustus G. Richey & Anna Richey, his wife & Charles Bartles, conveyed to Geo N. Hoover.

W. V. Hughes, E. C. Humes & J. P. Harris, partners, trading under the firm name of Hoover, Hughes & Co. the said hereinbefore described track of land containing 433 acres more or less, & being the warrant in the name of Alexander Hunter. That in said conveyance the said John G Reading, Augustus G. Richey & Charles Bartles reserved to themselves, their heirs and assigns, all the coal, coal oil & other minerals of every kind & character in, upon & under said lands & every part thereof, with the right to enter & take away the same, to erect such structures, ways, buildings, railroads & shafts thereon & thru & down, to cut & fill the surface wherever needed for railways for such purposes, & to dig ditches & channels for waste water thereon & to do these & such other things thereon in such manner as may be necessary in their judgment to successfully mine & take away the said coal, coal oil & other minerals or any of them from the land aforesaid.

Wherefore your Orator prays.

First That a Commission in Partition may be issued out of & under seal of your Hon. Court, directed to your Master or Masters and Commissioner to divide & partition and allot said premises into purparts where the same are properly divisible, respectively, according to the rights of the parties thereto & in accordance with the Act of Assembly in such cases made & provided, & that said shares & purparts shall thereafter be held & enjoyed in severalty by the said parties.

That your Honorable Court will make such order & decree in the premises as shall seem meet for an equal division & partition of said property & for the execution of such deeds or conveyance for the purpose of vesting a complete legal title to said purparts in the parties to whom the same shall be allotted.

Sec: That if the said premises cannot be divided without prejudice to or spoiling the whole & the parties hereto refuse to take the same at the valuation placed thereon, then your Hon. Court will order such relief, including order of sale, of the aforesaid premises, as shall be necessary & proper, & to direct the execution & delivery of deeds of conveyance to the purchaser or purchasers upon the purchase money being paid or secured to be paid according to the terms of the sale.

Third Further relief. And your Orator will ever pray.

Miller & Hartswick
Solicitors for Plff.

To Joel A. Berger, Fidelity Trust Co. of Phila. Pa Admr. &c al

You are hereby notified & required within 15 days after service hereof on you to cause an appearance to be entered for you in the Court of Common Pleas of Clearfield County, Penna. Sitting in Equity, & to file your answer within 30 days to the within Bill of Complaint of the within named George D. Benn, & to observe what the court shall direct.

You are also notified that if you fail to comply with the above direction by not entering an appearance in the Prothonotary's office within 15 days or filing an answer within 30 days you will be liable to have the bill taken pro confesso & a decree made against you in your absence.

Witness our hands at Clearfield Pa. this 15th day of Oct. 1923.

Miller & Hartswick.
attys for Plff.

Feb Term 1924

Reitz & Reitz	J. T. Hines and M. T. McAninich	Feb 4 1924 Bill in Equity To the Honorable the Judge of the above named Court	
		Your orator Complaining say:-	
Feb 4		First: On the first day Sept 1923 your orators	
		purchased from the above named Defts an	
		undivided half interest in two certain pieces of	
	Alice J Hummel	land situate in Brady Twp Clearfield Co Pa by deed	
		of that date which is duly recorded in the office	
		for the recording of Deeds for the County of Clearfield	
		in Deed Book No 265 page 428 & for which undivided	
Ora Ralston	2.50	half your orators paid to the Defts the sum of	
		Six Thousand Two Hundred & fifty ($6,250.00) Dollars,	
		of which purchase price your orators paid Three	
		Thousand Two hundred & fifty ($3,250.00) Dollars in	
		money & gave a mortgage on the said	
		described land for the sum of Three Thousand	
		($3,000.00) Dollars, payable in four annual payments,	
		with six per cent. interest, which said mortgage	
		is recorded at Clearfield Pa in Mortgage Book	
		#76, Page 130, to secure the balance of purchase	
		money	
		Sec. Said interest in said land was purchased	
		by your orators on account of a certain coal seam	
		underlying said land & which was opened & being	
		operated by a tenant of the Defts at the time your	
		orators received said deed. The principal value	
		of said land was the said coal seam under-	
		lying the said property.	
		Third, At the time your orators purchased	
		the undivided interest in said land, they	
		inquired specifically about the said coal seam	
		& your orators were informed that about two	
		years previous a fire had occured in said	
		coal seam, but that the said had been	
		put out by sealing up that part of the mine &	
		shutting it off & flooding it with water & at the	
		time of the said purchase the said Defts by her	
		agents & employees, well knowing that the said	
		fire was not out but was still burning for the	
		purpose of obtaining the money of your orators & the	
		said mortgage for said property, fraudulently and	
		falsely represented that said mine was not	
		burning & the fire had been out for a period of two	
		years or more & called attention to certain evidence	
		& facts to induce the Plffs to purchase said	
		property & to pay therefore the price or sum of Six	
		Thousand Two Hundred & Fifty ($6,250.00) Dollars	
		as herein set forth. Your orators informed the said	
		Defts at the time that if said mine were on	
		fire, they would not purchase said property.	
		And relying upon the said statements falsely	
		& fraudulently made by the Defts your orators paid	
		their money as herein set forth & gave the	
		mortgage as aforesaid	

Cont'd next Page

Your orators therefore pray for relief as follows

First: That your Honorable Court make an order restraining said Defts from selling said Mortgage while the said action is pending in the Court of Common Pleas of Jefferson County

Sec. That the Defts be restrained from issuing any writs of scire facias on the said mortgage to collect it or to take any action on the bond accompanying said mortgage to recover said sum of Three Thousand ($3,000.00) Dollars while the said action is pending in the Court of Common Pleas of Jefferson County.

Third. That an order be placed on the margin of the record of the said mortgage in the office for the recording of Deeds of the County of Clearfield, showing that this bill is filed to give notice to purchasers or proposed purchasers that this action is pending.

Fourth: If said action is determined in favor of the Plffs, in said Court of Common Pleas of Jefferson County, that then in that case, the Defts be compelled to receipt the said mortgage for such amount as the said Plffs, may recover against her the said Defts in said Court.

Fifth Such further & other equitable relief as the Plffs may be entitled to in this case Pentz & Pentz. attys for Plff.

To Alice J Hummel Defts.

You are hereby notified and required within 15 days after service hereof on you to cause an appearance to be entered for you in the Court of Common Pleas of Clearfield Co. Pa. sitting in equity & to file your answer within 30 days to the within Bill of Complaint of the within named J. T Hines & M. T McAninch & 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 Prothonotary's office within 15 days or filing your answer within 30 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 DuBois, Pa this 4" day of Feb A. D. 1924

Pentz & Pentz attys for Plff.

May Term 1924

Bell, Boucton & Forsyth	Lever F Stewart Plaintiff		Feb 20. 1924 Bill in Equity filed To the Honorable A.R. Chase President Judge of said Court:
Feb 20	1		Your Orator complains & says: 1 That on the 26" day of Sept. 1916, Samuel C Stewart was the owner of two certain lots or pieces of land situate in the Boro of Clearfield Co. of Clearfield & State of Penna, bounded & described as follows. The first thereof being a part of what is known on the general plan of lots of Clearfield Boro. as lot 45; beginning at a point on the east side of a public alley where lots 45 and 44 corner on said alley; thence east along the line between said lots 60 ft; thence south by a line parallel with the alley 60 ft to Locust St; thence west by Locust St; 35 ft to eastern line of lot of Central Penna Telephone Supply Co.; thence northerly along the line of said lot of the Bell Telephone Co 50 feet; thence west along the lot of Bell Telephone Co. 25 ft to alley; thence along line of alley north 10 ft to place of beginning. And the second thereof being a part of Lots 44 & 45 on the general plan of Clearfield Boro., beginning at a point on an alley where lots 45 & 44 corner thereon; thence north along said alley about 90 ft to lot of W. S. Piper; thence along said lot east 60 ft to post; thence south by a line parallel to the said alley to lot 45; thence west along line of lot 45 about 60 ft to alley & place of beging having thereon erected a garage building.
Walter Welch Miller & Hartswick	John R Swartzle Joseph Roessner & Wilson Sneal Defts		
Mrs Ralston by atty	2.50		
"	"4 costs to Shff 2.00		
"	" .50		
Sheriff Lowell.	4.60		
Mrs Ralston	.50		
"	.60		
"	1.50		
Prothy	.50		
"	.50		
"	.50		
"	.60		
"	1.50		
"	.50		
"	.50		
"	.60		
"	1.50		
"	.50		
"	.50		
"	.25		
Mar 25. 1925 Recd. B. B & F. attys Costs Shff Lowell 4.60. Prothy 12.45 total Recd 17.05 Geo W. Ralston Pro			2 That on the 26" day of Sept. 1916. Samuel C Stewart, entered into a written agreement with George A Routch & John R Swartzle, trading & doing business under the firm name of Routch & Swartzle, which agreement is as follows: Article of Agreement, made & concluded this 26" day of Sept. A.D. 1916, by & between Samuel C Stewart of the Boro of Clearfield, County of Clearfield & State of Penna. of the first part, & George A. Routch and John R Swartzle, trading & doing business under the firm name of Routch & Swartzle of the Boro County & State aforesaid of the second part witnesseth: That the said party of the first part doth hereby demise & let unto the said parties of the second part, all those two certain lots or pieces of land situate in the Boro of Clearfield, County of Clearfield & State of Pennsylvania bounded & described as follows to wit: The First Thereof, beging at a point on the east side of a public alley, where lots numbered 45 and 44 Corner of said alley; thence east along the line between said lots 60 ft to a point;

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thence south by a line parallel with the line of said alley 60 ft to a line on Locust St thence west by the line of said Locust St. 35 ft to eastern line of lot owned now or formerly by Central Penna. Telephone Supply Co. thence in a northerly direction along the line of said lot & line of lot of Bell Telephone Co. of Penna. 50 ft to a post; thence west along the line of lot of the Bell Telephone Co of Penna 25 ft to alley; thence along the line of said alley north 10 ft to the place of beginning.

Being a part of what is known on the general plan of lots of Clearfield Boro. as lot number 45; and a part of the same premises which Mertie L. Wilson, et al by their deed dated the 17" day of Sept A.D. 1915, & recorded at Clearfield Pa. in Deed Book No 211, Page 395. and Helen Potter by her deed dated the 27" day of Dec. A.D. 1915; & recorded at Clearfield Pa in Deed Book No 213, page 143, Conveyed to Samuel C Stewart & Lever F. Stewart & the said Lever F. Stewart by deed duly recorded Conveyed his undivided 1/2 interest in said premises to Samuel C Stewart

The Second Thereof. beginning at a point on the alley aforesaid where lot numbers 45 and 44 Corner on said alley thence north along said alley about 90 ft to line of lot of W. S. Piper, formerly R H. Shaw; thence along the line of said lot east 60 ft to a post; thence south on a line parallel with the line of the aforesaid alley to the line of lot number 45; thence west along the line of lot number forty five about 60 ft to the alley and place of beginning, together with the garage building now erected thereon.

Being a part of lots numbered forty four and forty three on the general plan or plot of Clearfield Boro. & a part of the same premises which was formerly owned by Mrs anna Forcey.

To have & to hold the premises first above described from Oct 1. 1916, until the first day of June, 1927, & to have & to hold the premises second above described from the first day of June A.D. 1917, to the first day of June A.D. 1927, yielding & paying therefor the sum of twenty-five ($25) dollars per month from Oct 1. 1916, until the first day of June A.D. 1927, payable monthly with the right on the parties of the second part to renew and continue this lease for a further term of ten years (10) from the first day of Sept. A.D. 1927, provided the parties of the second part give notice in writing to party of the first part of their desire to renew this lease, at least sixty (60) days prior to June 1. 1927.

The above premises are described as two separate lots or pieces of ground for the reason that the term for which the first piece of ground is leased commences October 1, 1916, and the term for which the second piece of ground is leased commences June 1, 1917, & possession of said piece of ground is not to be taken by second parties until said date. Said pieces of ground, however, are contiguous & on & after June 1, 1917, they are to be used together by said parties of the second part together with building thereon & the said two pieces of ground are to be considered as leased as one piece of ground at the monthly rental of sixty dollars ($60) per month, payable monthly during the term of this lease, or any renewal thereof.

The rent hereinbefore reserved shall be paid on the several days appointed without demand by the party of the first part.

No waste shall be committed and at the end of the term the demised premises shall be delivered up without further notice in as good condition as at the commencement thereof, ordinary wear & tear & unavoidable damage by fire, tempest, lightning & floods excepted; and at the end of said term or any renewal thereof, any building or buildings which have been erected on said premises, or any part thereof shall be surrendered with said premises to party of the first part.

The premises hereby leased are to be used by the second parties and for this purpose a new building as hereinafter described premises, which said

No. 1 May T 1924

building in connection with the building now erected on second described premises is to be used as a garage by second party, and for this purpose the said parties of the second part hereby agree to erect upon the first above described premises a one story brick building twelve (12) feet high, with wall thirteen (13) inches thick on all sides, except the north side which is to connect with the Lee Garage building and no wall to be built along side Lee Garage and with fire wall except on north side, and to roof in new building with the building now known as the Lee Garage. Eye beams sufficient in number & strength shall be used to support & carry the roof. The said building shall cover & have ground dimensions equal to the first above described piece of land.

To build a proper flue above roof of said building, to seal the new building with a steel ceiling, to paint said ceiling and to do all other painting necessary on the new building, to put in a front rolled steel door for driveway at entrance, to put in proper shop windows, drain pipes, & to connect drain pipes with Borough drain on Locust Street, to put in a proper & sufficient toilet, to make all water connections, to cement the floor, & do all the work necessary to make a proper approach to the entrance into said building from Locust Street, to put in & to erect all necessary down spouts for purpose of taking care & carrying away from said building all roof water, to put on said new building a proper & sufficient roof, guaranteed for ten (10) years by second party.

In consideration of the erection & building of said new building & doing all the work hereinbefore provided for & made necessary for the purpose of this lease, the said party of the first part agrees to pay to said parties of the second part the sum of three thousand ($3000) dollars in the manner following:- One thousand ($1000) dollars when said building is under roof and fifteen hundred ($1500) dollars when said building is completed, and five hundred ($500) dollars when the two buildings are connected as herein provided.

Said parties of the second part agree to furnish, supply and pay for all materials & for all work & labor required in the performance of said work, & the erection of said building, & do hereby agree to save & keep harmless the said party of the first part for any and all claims for any and all of said material & work.

The said parties of the second part shall commence the erection of said building and the work herein provided for as soon as reasonably can be done, & for this purpose shall have the right of immediate possession of the first above described premises.

The party of the second part agrees to on June 1, 1917, or as soon after as would seem reasonable, to make an opening in the building now occupied by the Lee Garage, thirty five (35) feet wide, to connect the Lee Garage building with the new building and to furnish all material & to pay all labor necessary to connect said two buildings in a workmanlike manner.

Upon the expiration of this lease or any renewal thereof or any other determination the parties of the second part shall have the right to remove any heating plant, radiators, pipes or fixtures in connection with heating plant.

It is further understood & agreed by & between the parties hereto and that no windows or openings facing that certain lot or piece of ground conveyed by Samuel C. Stewart & Lever F. Stewart to the Bell Telephone Company of Penna, by deed dated twenty-ninth day of December A. D. 1915, & recorded at Clearfield, Penna, in Deed Book No. 212, page 209, will be placed or maintained in any building or buildings,

structure or structures which shall or may be erected upon the first above described piece of land covered by this lease, viz, that part of lot number forty-five (45) as herein above described.

It is further understood & agreed by & between the parties hereto and it a part of this contract that, in case said building or any part of it is destroyed by fire, tempest, flood or anything beyond our control, the said party of the first part agrees to erect a new building, or make such repairs to the old building as shall be necessary to put said building in as good condition as before said loss or damage occurred to the building, so that said building shall not be any less desirable than it was prior to its destruction or damage.

It is further understood & agreed that in case the said building be destroyed in any way by any cause beyond our control the parties of the second part shall not be liable or responsible for rent until a new building is erected, or the damaged building repaired, as hereinbefore provided.

This Agreement shall bind the parties hereto, their heirs, executors, administrators & assigns.

In Witness Whereof, the said parties have hereunto set their hands & seals the day & year first above written.

S. C. Stewart, G. A. Routch, J. R. Swartzle, trading & doing business under the firm name of Routch & Swartzle.

Wherefore your Orator prays:—

First. That a decree be made declaring that the agreement of September 26, 1916, between Samuel C. Stewart and George A. Routch, and John R. Swartzle, trading as Routch & Swartzle, is a personal contract.

Second. That a decree be made declaring that the said contract was terminated by the death of George A. Routch.

Third. That a decree be made adjudging that the said agreement has been terminated & forfeited by reason of misuser of the leased premises & violation of the terms of the contract.

Fourth. Such other & further relief as equity shall require for the just protection of your Orator.

Fifth. That the defendants be ordered to pay the costs of this proceeding.

And your Orator will ever pray.

Bell, Boulton, & Forsyth, Solicitors for Plff.

To John R. Swartzle, Joseph Roessner, & Wilson Smeal, Defendants:—

You are hereby notified & required within fifteen (15) days after service hereof on you to cause an appearance to be entered by you in the Court of Common Pleas, of Clearfield County, Pa., and to file your answer within thirty (30) days to the within Bill of Complaint of the within named L. F. Stewart, plaintiff, & to observe what the said Court shall direct.

You are also notified that if you fail to comply with the above direction by not entering an appearance in the Prothonotary's office within fifteen (15) days and to file your answer within thirty (30) 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, Penna, this 20th day of February, 1924.

Bell, Boulton & Forsyth, Solicitors for Plff.

Now, Feb. 27, 1924 we accept service of this Bill of Complaint for the defendants and waive personal service thereof. We also hereby enter our appearance for the defendants and direct the Prothonotary to enter said appearance on the record of this case. Walter Welch, attys. for Defts.
Miller & Hartswick.

No 1 May T. 1924

Now Feb 27, 1924, Service accepted & appearance entered for defendants as per above indorsement. So Ans, Thos. J. Lowell, Sheriff.

Now March 10. 1924 Defts answer filed with service accepted and personal service waived Bell Boulton & Forsyth attys for Plff

June 17, 1924 Notice of lodging testimony filed.

Oct 17-1924 Plffs request for finding of fact filed, and Oct 18-1924 Service accepted thereof & personal service waived by Walter Wels & Miller & Hartwick attys for Defendants.

Oct 22. 1924 Defts request for findings of fact and Conclusions of law filed.

Now Oct 22. 1924 Notice of filing of Defts request for finding accepted and service of same accepted by copy Bell. Boulton & Forsyth atty for Plff.

Now January 5, 1925 Discussions, Finding and Decree filed

Now Jany 1, 1925 The within Bill is dismissed and exceptions noted. And it is ordered that the Prothonotary shall enter a decree Ni Si in accordance with the Findings herein made and shall give notice thereof to the parties or their counsel: whereupon exceptions may be filed by either party within ten days, and if no exceptions be filed a final decree shall be entered by the Prothonotary as of Course.

By the Court.

A. R. Chase P.J.

Decree Ni si Entered.

January. 6 1924 Notice mailed to Attys

Jan 8. 1924 Plaintiffs exceptions filed

Now. March 9. 1925 there being no reasons advanced by Counsel which would indicate that the Court erred in his Findings of Fact and Conclusions of Law all exceptions are overruled Exceptions noted to the Plff and Defts By the Court

A. R. Chase P.J

May Term 1924

Mar 3 1924 Bill in Equity filed

W.C Miller
J.P Daughtin

Union Banking & Trust Company of DuBois Pa

Mar 3 D

Reliance Window Glass Mfg Co.

To the Hon. A.R Chase Pres. Judge of the said Court.

Your Orator complains & says:-

1 The Union Banking & Trust Co. the Plff. above named is a Corporation organized and existing under the laws of the Comth of Penna.

2 The Reliance Window Glass Mfg. Co. the Defts above named is a Corporation organized and existing under the laws of the Comth of Penna.

3 The Board of Directors of the Defts at a meeting held at the offices of the Defts on Sept 24. 1921. did declare its approval of an increase of the indebtedness of the Defts from nothing to $50.000 & did request the stock holders of the Defts to express their approval or disapproval of the said proposed increase of the indebtedness of the Defts

4 The stockholders of the Defts at a meeting called in accordance with law & held at the offices of the Defts on Nov. 26" at which meeting more than a majority of the stockholders, & the owners of more than a majority of the shares of stock of the Defts did unanimously, and in the manner prescribed by law (a) Consent to, approve of, and authorize the increase of the indebtedness of the Defts from nothing to $50.000. and did (b) approve of the form of the proposed bonds submitted by the Directors; and did (c) authorize & direct the execution of said bonds & of the submitted form of mortgage to secure the payment of the same; and did (d) authorize & direct the sale of the said bonds to raise the said $50.000.

5 The Board of Directors of the Defts at a meeting held at the offices of the Defts on Nov. 26. 1921, did unanimously so increase the indebtedness of the Defts from nothing to $50.000 & did authorize and direct the officers of the Defts to sign, seal & sell the said bonds, & make delivery thereof to the purchaser and to sign seal acknowledge, and record the said mortgage to secure the payment of the said bonds & the interest thereon.

6 The officers of the Defts did so sign, seal, sell and deliver $42.900 of the said bonds to various purchasers thereof and did sign, seal, acknowledge and record the said mortgage to secure the payment of the said bonds & the interest Coupons thereto attached as the same due

7 By the said Indenture of Mortgage which is dated the first day of Dec 1921, & recorded in the office for recording deeds. etc., in & for said Clearfield County in Mortgage Book No 70. Page 213. the Defts did convey unto the Plff. as Trustee for the holders of said bonds, the payment of which, with interest thereon,

Pro Ralston	2.50	
" "	1.50	
Sheriff Lowell. (Pd. CK 2188 $6.00)	8.00	
Pro Ralston Jgt.	1.50	
" "	50	
" "	5.0	
	14. 5-0	
May 5-1924 Rec'd of Jeff Frothy Co. costs 6.50 (total rec'd 17.50)		
& on Sheff Lowells costs 6.00 Pro Ralston		
Due Sheff Lowell on above costs	2.00	
Pro Ralston	50	
	50	

was secured by said Mortgage, the real estate, plants, factories machinery, rights, privileges, and franchises and all of the property of the Defr, all of which was situate in said Clearfield County.
Wherefore, Plff, needs equitable relief and prays
First: That the Defr be required to make answer to all the matters hereinbefore set forth.
Sec: That it be ordered, adjudged and decreed that the Defr has made default in the performance of its covenants contained in said mortgage in that the Defr has not paid the interest Coupons for the interest on said bonds which accrued & became due & payable on June 1, 1923,
Third: That Plff, has duly regularly, legally and in accordance with the terms & provisions of the said Mortgage declared the whole amount of the bonds outstanding thereunder that is bonds of the face value of $42,900 as being due owing and unpaid.
Fourth That the whole amount of said bonds now outstanding that is bonds of the face value of $42,900 has become & now is due, owing and unpaid.
Fifth That the amount of the said bonds outstanding & unpaid under said mortgage be ascertained & determined, together with the amount of interest accrued thereon & remaining unpaid, and together with such other money as may be due & owing from the Defr.
Sixth: That the nature & the amount of all other liens and incumberances against the premises covered by said mortgage be ascertained & determined.
Seventh: That said mortgage be decreed to be a valid lien upon all and singular the premises now owned by the Defr & covered by the said mortgage.
Eighth That a Receiver for the Defr be appointed.
Ninth: That an order be made directing the said Receiver, as a representative of Plff, to sell all of the mortgaged premises.
Tenth That said Receiver as representative of the Plff be directed to divide & distribute the proceeds of the sale of the said mortgaged premises in accordance with the terms & provisions of said mortgage and according to the order of this Court and in case the amount realized from said sale be insufficient to pay in full the principal and interest due & unpaid on the said bonds now outstanding, that a judgment be rendered against the Defr for such deficiency.
Eleventh: That Plff may have such other, further, like or different relief as to the Court may seem just or the exigencies of this case may require. And they will ever pray.

W. Clark Miller
Jas P O'Laughlin attys for Plff.

To Reliance Window Glass Mfg Co.

"You are hereby notified & 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, Pa & to file your answer within thirty days to the within bill of Complaint of the within named Union Banking & Trust Co. & to observe what the 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 15 days and to 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.

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Witness our hands at Clearfield Penna. on the 29th
day of February 1924

W. Clark Miller
Jas. P. Monaghan Solicitors for Plff.

Now March 4, 1924, Served on the Reliance Window Glass Mfg. Co, by personally handing to James A. Gleason, Vice President of the said Reliance Window Glass Manufacturing Co, two true & attested copies of the within writ. So Ans, Thos. J. Lowell, Sheriff.

April 9 1924. By direction of atty. for the plaintiff Judgment Pro Confesso is entered in favor of the plaintiff and against the defendant.

Judgment Pro Confesso for Plff.
Geo. M. Palsgrove Prothy.

Apr. 12. 1924 Order of Sale filed

Now, apr. 12. 1924, judgment pro confesso on the above entitled case having been entered in favor of the Plff. and against the Defdt for want of an answer, & the Court having by order directed a hearing on said matter for apr. 12. 1924 at 10 o'clock a. m. and said hearing having been held in accordance with said order and testimony duly taken, and the Court having made findings of fact & conclusions of law as requested by the plff. it is now ordered, adjudged & decreed as follows:

First: That the Union Banking & Trust Company of DuBois, Pa. be and is hereby appointed Receiver of the Reliance Window Glass Mfg. Co.,

Sec: That as said Receiver the Union Banking & Trust Co of DuBois, Pa. shall execute and present its own bond in the sum of Ten Thousand & 10,000.00 Dollars to the Court for approval,

Third: That said Receiver proceed to sell by public sale all the premises covered by the mortgage of the Reliance Window Glass Mfg. Co. to Union Banking & Trust Co. of DuBois, Pa as Trustee, dated Dec. 1, 1921, & recorded in Clearfield County in Mortgage Book #70, page 213, upon such terms as said Trustee may deem advantageous.

Fourth: That the said sale shall be held in front of the Union Banking & Trust Co. DuBois, Pa. in the City of DuBois, Pa. at such time as the Trustee may designate, and that said sale shall be advertised by publications in one newspaper published in the City of DuBois, Pa. for a period of three weeks, & by hand bills or posters put up in prominent places.

Fifth: That said Trustee shall present its returns of said sale to the Court for confirmation on Monday, May 12. 1924 at 10 o'clock a. m. By the Court A. R. Chase P. J.

Apr. 12. 1924 It is ordered & directed that the testimony of the Plff. in the above entitled action be heard on apr. 12th 1924. at 10. a. m. By the Court.

Apr. 14. 1924 Testimony filed

Apr. 15. 1924 Bond filed and approved By the Court

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Union Banking & Trust Co vs Reliance Window Glass Mfg. Co #2 May T. 1924

Aug 13. 1924 Receivers return and petition for discharge filed
Now. the 12th day of august a. D. 1924 the within return and petition presented and after due Consideration thereof. the same is received by the Court and ordered filed of record and the Union Banking & Trust Company of Du Bois. Pa. is discharged and its resignation accepted as Receiver of the Reliance Window Glass Mfg. Company and its bond heretofore filed is cancelled.
By the Court. A. R. Chase. P. J.

May Term 1924

A.L Edwards	Petition of Fred D. Askey a stockholder of the Superior Ice Cream Corporation for the appointment of a Receiver		April 7, 1924 Bill in Equity filed To the Honorable A. R Chase, President Judge of the above named Court. The Plff complains & says:- That your orator is a stockholder of said Superior Ice Cream Corporation, which is a corporation existing under the laws of the State of Pennsylvania. That there are approximately twenty-five other stockholders who are dee the remaining stockholders of said corporation. That A. W Britten is the President of said corporation. That Robert J Matteson is the Secretary and Treasurer of said Superior Ice Cream Corp. That the said Superior Ice Cream Corp. is largely indebted to various individuals, firms and corporations, being indebted to Dewark Milk Products Co. in the sum of $11,000.00 Fredrick Mathews Co., in the sum of $327.63, A.M. Liveright $145.00, Clearfield Wholesale Paper Co. $6.44, Osceola Lumber Co. Ltd. $753.36 and to many other persons, firms and corporations in varying amounts That the books and accounts of said Superior Ice Cream Corporation are in such a state that it is impossible without a careful examination thereof to ascertain the present financial status of said Corporation. That suits are threatned by the Creditors of said Corporation Suit has been brought by the Frederick Mathews Co. to recover the amount of their Claim for materials furnished to said Corporation in the sum of $327.63. Suit has been brought by A.M. Liveright for the sum of $145. Suit has been brought by the Clearfield Wholesale Paper Co. in the sum of $6.44. Execution has been issued by the Osceola Lumber Co. Limited in the sum of $753.36 to No. 298 May Term 1924. That if a Receiver be appointed to carry on the business and preserve the assets, all Claims can be met and the Corporation and its franchises be saved for the stockholders. Your orator therefore prays: That an accounting be had, showing the present financial status of the Corporation, its assets and liabilities, and the amounts due to it by its officers, if any, and any others. That some proper person be appointed to take charge of the assets and business of said Corporation and collect all moneys due it. That said defendant Corporation, its officers and agents be ordered and directed to
Apr 7	3		
Geo Ralston Lyatty		2.50	
"	"	.50	
"	"	.50	
"	"	.50	
"	" appraisement	5.00	
"	"	.50	
"	"	2.10	
Sliff Lowell & rule		2.50	
Co		.50	
"		.50	
"		.50	
"		1.00	
"	Rec acct	12.00	

transfer and deliver to said Receiver all of the property, real and personal, and all contracts, evidences and muniments of title belonging to said Corporation defendant, and that said Corporation Defendant, its officers and agents shall withdraw in favor of such Receiver from possession thereof.

That such Receiver be authorized to carry on said business with power to employ labor and superintendence in preserving and collecting the property and assets of said company and to make such Contracts that the business may be Continued or wind up the same under decree of this honorable Court unless some plan looking to a resumption or reorganization be agreed upon by the stockholders.

That the said defendant, its officers, agents, servants, employees and creditors be enjoined and restrained from collecting or receiving any of the debts due and owing by said Corporation or in any manner interfering with the property or affairs of said Corporation

General relief, and he will ever pray Fred D Askey.

Decree And Now, to wit April 7, 1924 upon Consideration of bill, answer and testimony, and on motion of A L. Edwards, Esq. for Plff. It is ordered & decreed,

A. That Deane Askey Esq. be and he is hereby appointed Receiver of all the assets and property, franchises, rights privileges etc. of whatsoever kind of the Superior Ice Cream Corporation within the jurisdiction of said Court, with power to take, hold, demand, receive and collect all the finder assets and property belonging to the Superior Ice Cream Corporation or in the hands of any debtor, agent or depository of said defendant, to account to the Court for the same. Any debtor, agent or depository of said defendant, as well as the defendant itself, is hereby directed to forthwith pay, deliver and assign all money, securities, assets and properties of every kind whatsoever to said Receiver. And the said Receiver is hereby empowered to bring prosecute and defend all suits at law or in Equity which in his judgment may be necessary for the preservation and protection of the property and interests under his care and control.

And the said Receiver shall file an inventory and appraisement of the property committed to his custody, and shall file his account and accounts therefor and shall distribute the same according to law to the persons entitled thereto, with such other powers as may be necessary and incident to protect the rights and interests of all parties and interest.

That upon security being entered by the said Receiver as required by law, the defendant its agents and employees or Creditors are hereby enjoined from retaining or taking possession of the money or retaining, taking, delivering or assigning any of the assets or property, franchises, rights, privileges, etc., of said defendant and from collecting or receiving any of the money, assets, securities, or property of said Defts or in any wise dealing therewith, or in molesting or interfering with the full and absolute possession and Control thereof by the said Receiver.

C. That security be entered in $25,000. to be approved by the Court.

By the Court A. R Chase P.J.

April 19 1924 Bond filed and approved By the Court

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No 3 May T 1924 Contd from Page 285

April 28. 1924 Supplemental Decree filed

Now april 28. 1924 in addition to the decree already made in the above named matter or case, it is ordered & decreed that the receiver be authorized to carry on said business of the Superior Ice Cream Corporation with power to employ labor and superintendence in preserving and collecting the property and assets of said Company and to make such contracts that the business may be continued until said business is brought to a paying basis and solvent or until this Court shall make a decree winding up said business.

It is further ordered and decreed that the prayer of the petitioner in the original petition be granted in toto

By the Court

A R. Chase P.J.

May 29, 1924. Petition by Receiver for appointment of Appraisers filed.

And now May 29, 1924, upon consideration of the matters in the within petition contained, John Woods, Esq. and Henry Dill, are appointed appraisers of the estate and effects of the Superior Ice Cream Corporations, in the custody of Dean Askey, Receiver.

By the Court,

A. R. Chase, P. J.

June 25. 1924 Appraisement filed See Receivers Docket A. Page 315

Order of Court — Now July 1. 1924, the appraisers, John H. Woods Esq. and Henry G. Dill. Esq. who were appointed by the court to make appraisement of the assets of the Superior Ice cream company, having filed their report, it is now ordered that Dean askey Receiver of said Superior Ice Cream Company, pay to the said John H. Woods the sum of Thirty Dollars and to Henry G. Dill the sum of Thirty Dollars, for and by reason of expenses and services rendered in making said appraisement. The Prothonotary to certify a copy of this order to the said Dean askey, Receiver

By the Court

A R. Chase. P.J.

July 1. 1924 Order certified to Dean askey, Osceola Mills, Pa.

Aug. 15. 1924 Petition of Creditors. filed

Aug 15. 1924 Rule issued to show Cause why the prayer of the within petitioners should not be granted as follows, To direct & order the property and assets of the Superior Ice Creams Corporation sold and its assets distributed and affairs terminated. Ret to Monday Aug 25. 1924 at 10 o'clock A. M. By the Court

Sh'ffs Return — Aug 18–1924 Service of within Writ is accepted A. L. Edwards atty for Dean Askey Receiver. on Rule. Aug 18–1924 Service of within writ accepted by A L Edwards, atty for Dean Askey, Receiver as per his endorsement hereon. Thos J Lowell Sh'ff.

Now Aug 9, 1924 it is ordered & decreed that the Receiver Dean Askey, pay to A. L. Edwards as attorney for himself as Receiver the sum of $100.00 on account of atty's fee, & pay to himself the sum of $400.00 on account as Receiver of said Corporation

By the Court A. R. Chase. P. J.

Sept. 15, 1924 Account filed. See Receivers Docket A, Page 316.

Oct 13. 1924 Exceptions to account filed.

November 7. 1924 Petition of Dean Askey filed

November 7. 1924 Order filed as follows:—

And now the 7th day of November, A. D. 1924, it appearing to the

Court that Dean Askey, the Receiver appointed by this Court, has filed his account in the Prothonotary's Office which account is now on file awaiting confirmation and audit thereof in accordance with the Rules of Court; and it further appearing that the said Corporation is now a bankrupt and that said Dean Askey has, since his appointment as Receiver by this Court, been appointed Receiver by the United States District Court acting under its jurisdiction in bankruptcy, and said Federal receivership has now expired by the limitations of the order creating the same; and A. L. Edwards, Esq., of Osceola Mills, Pa., has been duly elected and has qualified as Trustee in Bankruptcy of said Corporation & is therefore entitled to possession of the property and effects of said corporation.

Now, Therefore, in view of the facts above recited and in order that the administration of the bankruptcy may not be delayed, the Court hereby authorizes and directs the said Dean Askey, the Receiver appointed by this Court, to deliver possession to A. L. Edwards, Trustee in Bankruptcy of the said corporation, of all the property and effects of said corporation which may be in his hands as such Receiver; said property to be delivered over to the said Trustee upon the express terms and conditions that the funds arising from any sale of the said property of said Bankrupt (under any order of the Referee in Bankruptcy or of the Federal Courts) shall be impressed with a lien of all costs, expenses, claims and charges of or against the said Dean Askey, as Common Pleas Receiver, aforesaid. The said costs, expenses, claims and charges to be adjudicated in this Court and the Appellate Courts of this State upon the audit and confirmation of the account of the said Dean Askey, Receiver, which account has heretofor been filed in this Court; and provided further that the costs, expenses, claims and charges of the said Dean Askey, Receiver, as so finally adjudicated by this Court shall be paid out of the said funds arising from the sale of the property as aforesaid, immediately after the payment of the costs and expenses of said Bankruptcy proceedings; provided further that the delivery of possession hereunder shall not affect the status of said claims and expenses arising out of the receivership, or determination and audit of the same by this Court.

By the Court, A. L. Chase, P. J.

May Term 1924

Liveright + Chase	Peter Mallow	Apr. 10. 1924 Bill in Equity filed I Peter Mellon, your orator the plaintiff above named, complain and say
April 10	4	I am a resident of Coalport, Clearfield County Pa United Mine Workers of America. Dist No 2. is an unincorporated association with offices and headquarters at Clearfield Pa and in the years 1922 and 1923, I was a member thereof through affiliation with local branch No. 1402
Chas J. Margiotti Peter A. Purchak	John Brophy, Richard Gilbert, Richard Crago + William Ackley representing themselves and all others having a like interest Defts	In 1922 and 1923, all of the Defts above named were members of the United Mine Workers of america. Dist No 2. John Brophy was President thereof, Richard Gilbert was Secretary-Treasurer thereof, Richard Crago + William Ackley were members of the Executive Board thereof, all or part of said time.
Pro.	Ralston By atty 2.50	The United Mine Workers of America. Dist
	" copies cert 2.00	No 2. numbers many thousand members who
"	" .50	are affiliated with it and it is impracticable
6-28 Prothy	10 copies cert 1.50	to join them by name as Defts herein.
	.60	Said members have like interests with John
10-27-24 "	1.50	Brophy, Richard Gilbert, Richard Crago, and
"	.50	William Ackley named herein as Defts.
"	.50	On April 1, 1922, suspension of work took
"	.50	effect in the organized union bituminous
" Judge	2.25	coal fields of Central Pennsylvania in
" Decree	2.25	which United Mine Workers of America, Dist
"	.50	No 2 has jurisdiction over union mine
	15.60	labor and union employees.
		On April 12. 1922 I was chosen a special
		organizer or field worker of United Mine
		Workers of America Dist No 2. in accordance
		with its rules, regulations + practices, and
		accepted the employment. My duties consisted
		of aiding and assisting in the organization
		of local branches of the association, and in
		helping to build up and keep up the membership
		of such branches. In that behalf, I was
		detailed to Somerset County, Penna, as a result
		of my said appointment. I was there employed
		Continuously from April 12, 1922 until
		Oct 1, 1923 and rendered the services for
		which I was employed.
		Notwithstanding the premises, United Mine
		Workers of America Dist No 2 the Defts named
		+ those in like interest with them have
		failed to pay me the wages earned by
		me in the months of June, 1922, July
		1922, and the first two weeks of Aug 1922,
		as special organizer for United Mine
		Workers of America Dist No 2 and there are
		now due + owing to me for such services
		the following sums June 1922 190.58
		July 1922 190.58
		Aug 1 to 15 1922 95.29

Jany 19 1925 Read of Liveright & Chase Atty. $15.10 in lieu of costs

Geo W Ralston Pro Thy.

And Now Jan. 19 1925 having received payment in full of debt. ~~interest~~ and costs on this judgment I hereby direct same satisfied.

Liveright & Chase Attys. for Deft.

Attest Geo W Ralston Prothonotary

making a total of Four Hundred Seventy six dollars and forty-five cents s.d due and owing, with interest thereon from aug 30, 1922.

Wherefore. I require relief and the aid of a Court of Equity in which behalf I pray as follows.

(a) That judgment be given in my favor & against the Defts. named representing themselves and all others having a like interest in the sum of Four Hundred Seventy six and 45/100 Dollars, with interest thereon from aug. 30, 1922. to the date of such judgment.

(b) That a decree be entered requiring the payment of such judgment out of the treasury funds of United Mine Workers of America Dist No. 2 now in hand or hereafter to be accumulated.

(c) That the Court make such other & further order as may be appropriate in the premises, and as may effectuate substantial justice between the parties.

Peter Mallon. Plff.

To John Brophy, Richard Gilbert, Richard Craggs & Wm Ackley representing themselves and all others having a like interest.

You are hereby notified & required within 15 days after service hereof on you, to cause an appearance to be entered for you, in the Court of Common Pleas of Clearfield County and to file your answer within 30 days to the within bill of complaint of the within named Peter Mallon, and to observe what the Court shall direct. You are also notified that if you fail to comply with the above direction by not entering an appearance in the Prothonotary's office within 15 days, or by not filing your answer within 30 days, you will be liable to have the Bill taken pro confesso, and a decree made against you in your absence.

Witness my hand at Clearfield Pa. on the 15th day of april A. D. 1924 Liveright & Chase, attys for Plff.

Apr. 19 1924 By paper filed Chas. J. Margiotti & Peter P Jurchak attys. enter their appearance for Defts.

June 25-1924 Answer in Equity filed & June 25-1924 Service of within Answer accepted by 10 copies received Liveright & Chase attys for Plff.

Oct 3. 1924 On Argument List.

Nov 6, 1924. Testimony Lodged.

Dec 10. 1924 Plffs request for Findings of Fact & of Law filed

Nov. Janry 5. 1925. Discussion, Findings and decree filed

Nov. January 5, 1925 It is ordered and directed that Judgment be entered in favor of Peter Mallon and against John Brophy, Richard Gilbert, Richard Craggs & William Ackley representing themselves and all others having a like interest in the United Mine Workers of America District No 2. in the sum of Five Hundred forty three & 15/100 ($543.15) Dollars with Interest from January 5. 1925

It is further ordered, decreed and directed that the Judgment herein given be paid out of the Treasury funds of the United Mine Workers of America District No 2. now in hand or hereafter to be accumulated, However no execution to be issued to enforce the collection of the above Stipulated Judgment for a period of thirty days from date of order of this Court, unless authority has first been obtained from the Court by the Plff.

It is further ordered and directed that the defendant pay the costs of this proceeding.

It is ordered that the Prothonotary shall enter a decree Nisi in accordance with the findings herein made and shall give notice thereof to the parties or their counsel: Whereupon exceptions may be filed by either party within ten days and if no exceptions be filed a final decree shall be entered by the Prothonotary as of Course. Judgment Lined. Decree Nisi Lined By the Court A R Chase P.J.

Jan 6 1925 Notice mailed to attys

Jan 10, 1925 Exceptions to Judgment of the Court filed

Sept Term 1924

Liveright + Chase	Dorothy Smead Plff.		July 12. 1924 Bill in Equity filed I. Dorothy Smead. the Plff. named in the above entitled Case. avers & says as follows:
July 12	1		I That I am a Citizen & resident of the Boro of Clearfield. Clearfield County. Penna. That the Defts William M. Eisenhauer and C. O. Williams reside in the same place. That by an article of agreement dated May 10. 1920. William M. Eisenhauer. his wife joining him therein. sold to me & to my husband, Vaughn T. Smead. as tenants by entireties. a lot
	William M. Eisenhauer C. O. Williams Defts		
	Pro Ralston by atty	2.25	of ground situate in the third Ward of the
	Shff Lowell	3.60	Boro of Clearfield aforesaid bounded as follows.
	" "	1.00	On the North by Merrill St. on the east by lot of Mrs Eisenhauer; on the South by balance of lot and by William M. Eisenhauer and on the West by lot owned by William M. Eisenhauer; said lot being 25 feet front on Merrill St. and extending back 80 feet in depth.
			That a copy of said article of agreement was retained by said Eisenhauer and another copy by my husband and me, but said Copy last referred to is no longer in my possession and not available.
			That by the terms of said agreement the purchase price of the premises described is $3000.00 payable One Thousand $ 000.00 in hand at the signature thereof, and the balance in monthly payments of Thirty Dollars per month, with interest on the deferred payments at the rate of six per cent.
			That I made payment of the sum of One Thousand ($1000.00) Dollars hand money at the execution & delivery of said agreement, and on July 23. 1920. paid Thirty $30.00 Dollars thereon, and on august 14. 1920. paid Sixty 60.00 Dollars thereon
			That by agreement in writing bearing date august 26. 1920 my husband and I transferred to G. W. Evans & Anna Evans. of Boggs Twp Clearfield County. Penna. our right. title and interest in the premises hereinbefore described, and in and to said article of agreement of May 10. 1920. made with William M. Eisenhauer. that through the machinations of my said husband it was arranged and so written into the agreement that said G. W. Evans & anna Evans should pay us Three Hundred ($300.00) Dollars in cash at the execution of said transfer, and that the remaining Seven Hundred $700.00 Dollars should be paid unto us, without interest. It was also provided therein

that payment of said Seven Hundred ($700.00) Dollars should be deferred until six months after payment of the balance of the purchase money due to William M. Eisenhauer should be made, whereupon said Seven Hundred $700.00 Dollars should begin to bear interest.

Being so as aforesaid, and for reasons incidental thereto, in need of the aid of the Court's intervention, I respectfully pray the court as follows.

That the said balance of Seven Hundred $700.00 Dollars due me as in this Bill in Equity set forth be directed by the Honorable Court to be and to constitute a purchase money lien in my favor upon the equitable interest which I acquired from William M. Eisenhauer, under agreement of May 10, 1920, since transferred and now supposed to rest in C. O. Williams.

That a proper entry of existence of said lien be directed, to be made upon the record in the Prothonotary's Office and the Office of the Recorder of Deeds in the County of Clearfield, in such manner as to the Court may seem meet.

That William M. Eisenhauer be forthwith directed to place of record in the Recorder's office at Clearfield, Pa copy of the agreement of May 10, 1920, between him and Vaughn Z. Snead and me.

That the said C. O. Williams be directed forthwith to place of record in the Recorder's office at Clearfield, Penna, his agreement with G. W. Evans & Anna Evans whereby he has acquired equitable title to said described premises, identified as No. 212 Merrill Street, Clearfield, Pa.

That William M. Eisenhauer be enjoined & restrained from disposing of the legal title to said property until he shall so have placed of record said article of agreement with my husband and me.

That C. O. William be enjoined and restrained from disposing of any equitable title in said premises until he shall have placed of record his agreement for the equitable right, title and interest in said property.

That the said William M. Eisenhauer and C. O. Williams be enjoined and restrained from taking any measures or steps designed or intended to deprive me of my lien, claim and right in and against said premises.

That the Court grant such other and further relief as may be proper & fitting in the circumstances.

Mrs. Dorothy Snead

To Wm. M. Eisenhauer & C. O. Williams, Defts.

You are hereby notified & required, within 15 days after service hereof on you, to cause an appearance to be entered for you & to file your answer within 30 days in the Court of Common Pleas of Clearfield Co. to the within Bill of Complaint of the within named Dorothy Snead & 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 Prothonotary's office within 15 days & by filing your answer within 30 days you will be liable to have the Bill taken pro Confesso, and a decree made against you in your absence.

Witness our hand at Clearfield, Pa. the 12 day of July 1924.

Leverright & Chase.

Solicitors for Plff

Contd on Page 292

Sept Term 1924

Now July 12. 1924. personal service on Wm Eisenhauer, by handing to him a true & attested copy of the original writ & making known unto him the contents thereof. Service on C. O. Williams by leaving a true & attested copy with an adult member of his family at his place of residence. So answers Thos J. Lowell. Shff.

July 30. 1924 Know all Men By these presents that I. Dorothy Smeal in consideration of the Sum of Six hundred forty-five ($645.00) Dollars to me in hand paid, through Check of William M. Eisenhauer, made to the order of A. M. Liveright, Atty. for Dorothy Smeal, do hereby acknowledge to have received payment in full for the balance due me upon a certain article of agreement made aug. 26. 1920. with S. N. Evans & Annie Evans, whereby I and my husband Vaughn Smeal, assigned, transferred and set over to S. N. Evans and Annie Evans our right, title and interest in and under an agreement made by us with W. M. Eisenhauer, for the purchase of premises situate at No. 212 Merrill St. in the Boro of Clearfield. Pa. and I do hereby release and discharge the equitable title in said premises, which are particularly described in the above captioned case, of and from any balance of purchase money due me under said transfer of agreement to said S. N. Evans & Annie Evans

And I do further hereby discontinue of record the said suit in Equity.

In Witness Whereof, I have hereunto set my hand and seal this day of July 1924

Mrs. Dorothy Smeal.

Sept Term 1924

Liveright & Chase		Charles A. McDonald	July 28. 1924 Bill in Equity filed To the Honorable Judges of said Court. Your orator complains & says:
July 25		2	Charles A. McDonald is a resident of the City of Du Bois. County of Clearfield & state of Penna.
		Thos W. Munro & Thos W. Munro trading as Thos W. Munro & Company.	Thos W. Munro is a general contractor trading under the firm name of Thos W. Munro & Company & has his residence and principal office in the City of Du Bois. County of Clearfield & state of Penna.
Pentz & Pentz.			That in May 1920. Charles A. McDonald & Thos W. Munro entered into a partnership under the firm name of Thos W. Munro & Company & were registered under said firm name in the office of the Prothonotary of Clfd. Co. Pa. at Clearfield Pa & the Secretary of the South at Harrisburg Pa
Prothy by atty		2.50	That the business of said partnership was highway & street construction work & general concrete construction work
"		50	That at the time of the formation of said partnership. its assets consisted of the following: One small Concrete mixer. one team of horses. three dump wagons. 4 wheelbarrows and a lot of small tools advanced by Mc Donald. One small concrete mixer. 4 Wheelbarrows & a lot of small tools. advanced by Munro,
Sh'ff Lowell.		5.00	That in May. 1920. the said partnership entered into contracts for construction work in the City of Du Bois. Clearfield County Pa. & in Aug 1921. the said partnership entered into contracts for construction work in the Boro of Brookville. Jefferson Co. Pa. which contracts were completed. That in May 1921. the said partnership entered into Contracts with the State Highway Department of Penna. for the construction of 3400 ft of concrete highway in the Boro of Clarion. Clarion Co. Penna. which highway constituted a link of the Lakes to Sea Highway. & which contract was more than three-fourths Completed on Jan 1. 1922. That in the year 1921 the said partnership entered into and completed various other minor or subcontracts at Clarion.
Co		50	
		50	
10-27-24		60	
"		1.50	
"		60	
		1.50	
		50	
2-14-25.		50	
"		50	
"		50	
4-10-25		50	
		50	
"		60	
		1.50	
"		50	
		50	That by agreement dated Feb 4. 1922 a copy of which agreement is hereto attached. marked Exhibit "A" & made a part hereof. the said MacDonald was to receive all the profits & assume all the losses of the Du Bois Contracts & all machinery and equipment originally owned by either party and put to the use of Thos. W. Munro & Co. was to be returned to the original individual owner.

Contd on Page 295

That by agreement dated Mar. 23. 1922 a dissolution of said partnership was contemplated, and a settlement of the respective interests of the partners Mc Donald & Munro, particularly in the Clarion contracts, was undertaken; a copy of the agreement to accomplish such purpose is hereto attached, marked Exhibit "B" and made a part hereof.

That the books & accounts of said partnership have been and are now in the possession of said Munro, & your orator, therefore, has been & still is unable accurately to determine the profits of said partnership arising out of the said Clarion contracts, but according to the best information your orator could obtain the said profits amounted to Sixteen Thousand Seven Hundred Sixty-seven & 80/100 Dollars on Jan 1. 1922 that Mc Donald's share thereof is one half of said sum, or eight thousand three hundred eighty three and 90/100 Dollars.

Wherefore, your Orator need equitable relief & prays:

That said Munro should be decreed to account to your orator for all machinery, equipment, materials, moneys and assets received by said Munro belonging to said former partnership, or to said Mc Donald, individually.

That the said Munro may be decreed to pay your orator what shall upon the stating of said account, be found to be due him by said Munro.

That a receiver be appointed to take charge of the books, accounts and property of said former partnership.

That formal dissolution of said partnership be decreed.

That your orator may have such further & other relief in the premises as to your Honorable Court shall seem meet

Liveright & Chase Solicitors for Plff.

To Thos. H. Munro & Thos H. Munro trading as Thos H. Munro & Co.

You are hereby notified & required within 15 days after service hereof unto you to cause an appearance to be entered for you and to file your answer within 20 days in the Court of Common Pleas of Clearfield County, to the within Bill of Complaint of the within named Charles A. Mc Donald & 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 Prothonotary office within fifteen days & by not filing 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.

Witness our hands at Clearfield, Pa the 28 day of July A.D. 1924

Liveright & Chase

Solicitors for Plff.

Aug 8-1924. Service Made on Thos H. Munro by leaving a true & attested Copy of the Original Bill, setting on Equity with an adult Member of his family So Saus Thos J. Lowell Sheriff.

Aug 22, 1924 Demurrer of Deft filed with service accepted aug 22 1924 by Copy by Liveright & Chase Solicitors for Plff.

Jan 31, 1925 Opinion & Decree filed

Now Jan 31, 1925 demurrer overruled at costs of petitioner and Defendant directed to file answer within fifteen days

By the Court. A. R. Chase, P. J.

Febry 14-1925 Defendants Answer filed & Febry 16-1925 Service accepted by Copy by Liveright & Chase Solicitors for Plff

Mar-25-1925. Defendants Amended Answer & Counter Claim filed.

Now March 25-1925. Amendment allowed & hearing on issue fixed, April, 20, 1925, at 9 o'clock a. m. By the Court, A. R. Chase, P. J.

(continued on Page 305).

Dec Term 1924

Jesse C. Long, Surveyor

Bell + Brockbank

Sept 23

Herman S. Nale

George A. Nale widower Myrtle Chatfield & Hinsley Chatfield, her husband Minnie Devine & James Devine her husband.

Defendants

Sept 23. 1924 Bill in Equity filed

To the Hon. A. R. Chase. Pres. Judge of said Court.

Your orator Complains & says:

That he & the parties named as defendants above, together and undivided, do hold the following described real estate situate in said Co. of Clearfield & State of Penna. which is all the real estate they so hold. to wit:

Being on the north Suburb of Du Bois, Sandy Twp. Clearfield Co. Penna. Known & numbered on the John E. Du Bois plans of lots in said north suburb as lot No. 10 bounded & described as follows:

North by Rural Ave. east by lot No. 11; south by Homestead Ave. and west by Forest St. being 80 feet wide on the Ave. and 200 feet deep on Forest St. Said piece or parcel of land conveyed subject to the right of the grantors, their heirs or assigns, to enter and repossess the said premises or by ejectment to dispossess any occupant thereof, should the grantee, her heirs or assigns let, sell, assign or use the premises or any part thereof for the purpose of selling intoxicating liquors thereon, & being same premises conveyed to Jennie Alberta Nale by John E Du Bois et ux as appears by deed dated May 8. 1901. recorded in the recorders Office of Clfd Co. in Deed Book 118. page 97.

That the title of said parties is derived from deed of John E. Du Bois & Willie S. Du Bois his wife dated May 8. 1901 recorded in Clearfield Co. in D.B. 118. page 97. the said Jennie Alberta Nale having died in the month of July 1923. intestate. seized in fee of the above described premises leaving to survive her a husband. Geo A. Nale & the following named heirs as her sole heirs at law. Myrtle Chatfield. Minnie DeVine. Herman S Nale & all of the above named heirs of Jennie Alberta Nale deceased are seised in fee of an undivided interest in said real estate as hereinbefore described.

That by virtue of the death of Jennie A. Nale intestate all of said real estate is now vested in the above named Plff. & Defts as follows: The said Geo A. Nale, surviving husband owns an undivided 1-3 interest in said real estate: the heirs of Jennie Alberta Nale, to wit: Myrtle Chatfield. Minnie DeVine & Herman S Nale together own the remaining 2-3 of said real estate and individually own an undivided 1-3 of an undivided 2-3 or an undivided 2-9 interest therein.

9/27/24
Pro Ralston by atty. 2.50
" " certs to Shff. 3.00
Shff Lowell 18.90
Shff of Westmd Co pd by Plff atty 13.60
2-24-25 Pro .50
" .50
" .50
5-28-25 " 1.00
" .50
" .50
" .50
" .50
" 2.50
Pro m Rept 2.50
" Decree 2.50
Pro (if sis) ~~2.00~~
$48.50

Aug. 7. 1926 Recd of Bell & Brockbank Attys Pro Co. $15.00 Shff Lowell 18.90 Total 33.90
Geo W Ralston Pro.

Dec. 30. 1926 Recd of L R. Brockbank Costs for Certificate .30 for passing Auditor Acct 10.00
Total received 10.30
Geo. W Ralston Pro

Your orator therefore prays
That the Defts above named may be required to appear and answer the matters hereinbefore complained of by your orator.
That said real estate be partitioned according to the Act of July 7, 1885. and its several supplements & divided among the respective parties in severalty.
That if such allotment cannot be made without prejudice to and spoiling the whole and after a valuation has been placed thereon and a rule issued to accept or refuse and the parties hereto refuse to take the same at the valuation placed thereon and show no cause why the same could not be sold, then that your honorable Court will make a decree & afford such further relief including an order of sale, and the sale of the premises aforesaid, as shall be found necessary & proper & direct the Master or Master & Commissioner execute & deliver a deed or deeds of conveyance to the purchaser or purchasers upon the payment or securing the payment of the purchase money according to the terms of sale
Such other & further relief as to your honor shall seem meet & equitable. Herman S. Nale. Plff.

To George A. Nale. Myrtle Chatfield & Ainsley Chatfield. Minnie DeVine and James DeVine. Defts

You are hereby notified & 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, Penna. & to file your answer within thirty days to the within bill of Complaint of the within named Herman S. Nale. Plff. & 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 Prothonotary's office within fifteen days, & to 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.

Witness our hands at Punxsutawney, Pa this 17 day of Sept. 1924
Jesse C. Long.
Bell & Brockbank
Solicitors for Plff

Served the within Bill in Equity together with notice endorsed thereon Oct 8, 1924, on the within named James Devine and Minnie Devine, personally, by handing each of them a true and attested printed copy thereof, & by making known to each of them the contents thereof. So ans. William Leighton
Shff of Westmoreland County, Pa.

Now Oct 3, 1924 served the within Bill in Equity together with notice endorsed thereon on the within named Defts Geo A. Nale Myrtle Chatfield & Ainsley Chatfield, personally by handing to each of them a true & attested copy thereof & making known to each of them the contents thereof, and Oct 8, 1924 Service made on Minnie Devine & James Devine, Defts, by Shff of Westmoreland Co as by return of service thereon shown. So ans. Thos. J. Lowell Shff.

(Continued on page 318)

Dec. Term. 1924.

Bell & Brockbank	A. C. Guth.		Sept 25, 1924 Bill in Equity filed.
			To the Honorable Judge of said Court:-
Sep 25.	2		A. C. Guth, of Blookrill, Jefferson County Pennsylvania, brings this bill against M. J. McMahon, of the same place, And thereupon the plaintiff complains:-
L. E. Boyer, Arnold & Platt.	M. J. McMahon.		1. On or about April 10, 1924, the plaintiff & defendant entered into the following oral agreement: Plaintiff was to endorse certain of
Pro. Ralston.		2.50	defendants notes in the sum of $5000. and
" " cut to Shff		1.00	become his bondsman to the State of Pennsylvania
" "		.50	in the sum of $10,000 all on account of contracts
Shff. Lowell.		8.50	hereinafter referred to. In consideration of
Crothy.		.50	which defendant was to give plaintiff one-
"		.50	third of the profits which would accrue to
Co		.60	defendant on account of the following contracts
"		1.50	to which defendant was a party:- (A) Contract
		.50	with Clearfield County and the State of
		50	Pennsylvania to pave & sewer Dixon Ave.,
"		.50	Sandy Twp., Clearfield County, Pennsylvania,
"		.50	contract price $24,960; (B) Contract with the
"		.50	Penn Public Service Corporation of Du Bois, Pa.,
"		.50	to move and re-lay its street car tracks on Dixon
"		.50	Ave., contract price $600.; (C) contract with the
"		.50	Penn Public Service Corporation to do certain
		.25	paving for it on Dixon Ave., contract price $2400.00
		$ 21.35	2. The plaintiff performed his part of the
W. E. Brown Referee	Pd by Defft	90.00	said agreement.
Stenog		10.00	3. The defendant completed the work contemplated
Oct-19-1925. Rec'd of Alex Scribner,			by the said contracts & has so far as plaintiff
Atty. costs:- Pro. Co. $12.85;			can ascertain, paid all bills & expenses
Shff. Lowell. $8.50. Total $21.35.			connected therewith.
Geo. W. Ralston, Pro.			4. The defendant has received money as follows
			on the said contracts: a, $18,756, b, $600. c, nothing.
			5. On contract a the sum of $2241.57, which
			includes payment for some extra work, is now in
			the hands of the Commissioners of Clearfield
			County, Clearfield, Pennsylvania, ready for payment, &
			the sum of $500.00 is now in the hands of the State
			of Pennsylvania to be held until the bond of $10,000,
			above referred to, is satisfied; on contract c the
			defendant has assigned the entire sum due to the
			Deposit National Bank, Du Bois, Pennsylvania, to pay
			a note of $2000.00 held by said bank, on which defendant
			is principal & plaintiff is endorser, being one of the
			notes mentioned in paragraph 1, balance to be credited
			to defendants account with said bank.
			6. On August 16, 1924 after the payment of all
			bills and expenses connected with the said contracts,
			in the Deposit National Bank at Du Bois, Pa., the
			defendant had a deposit in his name of $36.00.00
			consisting exclusively of funds secured on account
			of the said contracts.
			7. On September 19, 1924, the entire sum of
			$36.00.00 had been withdrawn by the defendant

without the knowledge of the plaintiff from the said bank and his balance there was nothing.

8. The profits on the said contracts have been estimated by the defendant to be $8000.00.

9. The plaintiff has received $550.00 from the defendant on account.

That an account may be taken of all and every one of the items, dealings and transactions of the defendant in connection with the said contracts to the end that the net profits from the said contracts maybe ascertained.

That the defendant be ordered and required to pay to the plaintiff one-third of the said net profits.

That the defendant be restrained from collecting, receiving or disposing of all or any part of the money now due & unpaid as aforesaid until final order of the Court.

That the Court shall decree that the plaintiff is entitled to an accounting from the defendant, setting forth with particularity the several sums expended in the performance of said contracts together with the dates of said expenditures and the said considerations therefor, so that the plaintiff may be able specifically to aver the same in this or any other action which he may be entitled to maintain.

General Relief.

And he will ever pray, etc.,

A. C. Guth.

To M. J. McMahon, Defendant:-

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 the said County of Clearfield and file your answer within thirty days to the within Bill of Complaint of the within named A. C. Guth, and to observe what the Court shall direct. You are also notified that if you fail to comply with the above directions by not entering an appearance in the Prothonotary's office within fifteen days, you will be liable to have the Bill taken pro confesso, & a decree made against you in your absence, and you are also notified that if you fail to comply with the above directions by not filing your answer within thirty days, you will be liable to judgment against you pro confesso.

Witness my hand this 24th day of September, 1924.

Alex. S. Scribner.

Solicitor for Plaintiff.

Sept. 30, 1924. By paper filed L. E. Boyer, Atty. enters his appearance for Defendant.

Now Oct. 7-1924 service accepted for M. J. McMahon. L. E. Boyer, Atty. for Defts.

Now Oct. 7-1924 service of the within writ accepted for the defts, M. J. McMahon, by his attorney, L. E. Boyer as per his endorsement hereon. So Ans. Thos. J. Lovell, Slff.

Oct. 9, 1924. By paper filed Arnold & Platt enter their appearance for Defendant.

Oct. 9, 1924. Demurrer to Bill filed by Defts Attys.

Feb 3. 1925 Opinion & decree filed

Now Feb 3. 1925 demurrer overruled at costs of petitioner and Defts directed to file Answer within fifteen days. By the Court. A. R. Chase P.J.

Feb 21. 1925 Defts answer to bill filed with service accepted Feb 23. 1925 by copy by Bell, Brackbank, attys for Plff.

March 10. 1925 affidavit of inability to obtain attendance of ex processu a Material witness filed

(Continued on Page 320)

Dec. Term. 1924

Bell, Boulton & Smyth	Mike Messick, Sr. & Annie Messick.		October 28, 1924. Bill in Equity filed. To Hon. A. R. Chase President-Judge of said Court:- Your orators complain and say:
Oct 28.	3		First:- That by virtue of a deed from Joseph Bourchez, dated October 2, 1913, recorded in the office for the registration & recording of
A. H. Woodward	Mike Messick, Jr.		deeds in & for Clearfield County, in Deed Book 196, page 260, they were the owners of a certain lot of land situate in the village of Ashcroft,
		10/31/24	
Pro.	Ralston	by atty 2.50	County of Clearfield, State of Pennsylvania.
"	"	cert. to Sff. .50	Second:- That on January 22, 1923, your orators
Sheff.	Lowell	5.80	were the owness of a part of the premises so
Prothy.		.50	vested in them, which part had erected thereon
"		.50	a dwelling house and other buildings.
"		.50	
		60	Third:- That your orators are of advanced
"		1.50	age, being each upward of sixty years old, and
		.50	are, by reason of age and infirmity, unable to
		60	earn a livelihood as they could once do,
"		1.50	& this disability will increase with succeeding
			years.
			Fourth:- On January 22nd, 1923, your orators made & delivered a deed to their son, Mike Messick, Jr., which deed is recorded in the office for the registration & recording of deeds in & for Clearfield County, in Deed Book, 261, page 188, by which deed your orators conveyed to Mike Messick, Jr., as follows:-
			All that certain lot of ground situate in the village of Ashcroft, County of Clearfield, and State of Pennsylvania, bounded & described as follows, to wit:-
			Beginning at the northeast corner of 6th St., & Glastonbury Street; thence along Glastonbury St., in an easterly direction two hundred and eight (208) feet to corner of John Adamson's lot No. 57; thence northwardly one hundred and four (104) feet & between parallel lines of the width or depth of two hundred and eight (208) feet to a post;
			Saving, excepting & reserving therefrom the premises heretofore sold by the grantors herein to Swanegar and wife, being a lot fifty-six (56) feet by one hundred and four (104) feet.
			Being a portion of the same premises as were sold and conveyed unto this grantor by Joseph Bourchez & wife, by deed dated October, 2nd, 1913, & recorded at Clearfield, Penna., in Deed Book, Vol. 196, at page 260, as by reference thereunto being had will more fully and at large appear.
			Saving excepting and reserving also unto the grantor herein a life estate in the said above described premises, it being the intent that this conveyance shall vest absolute title in the said grantee at the death of the said party of the first part.

Fifth:- That the premises so conveyed was the home of your orators, on which they resided in their dwelling house, and where they still resides.

Sixth:- That your orators did not then or at this time own any other lands or buildings.

Seventh:- That Mike Messick, Jr., to whom the said deed was made, is a son of your orators.

Eighth:- That no part of the price or consideration of twenty-five hundred ($2500.00) was paid by Mike Messick, Jr., to your orators.

Ninth:- That it was verbally agreed by and between your orators & Mike Messick, Jr., would pay the said consideration of twenty-five hundred (2500) dollars, by paying the taxes on the property above described, by keeping up and repairing the said property, and by providing for the maintenance and support of your orators such sums as from time to time should be needed for that purpose during the lives of your orators or the survivoss.

Wherefore, your orators need equitable relief, and pray your honorable Court to grant the following relief:-

1. That a decree be made, requiring Mike Messick, Jr., to reconvey to your orators the premises conveyed to him, as in this bill recited, or.

2. That the said conveyance be impressed with a trust for the up-keep of said property and the maintenance of your orators.

3. That Mike Messick, Jr., be enjoined and restrained from conveying or encumbering said property.

4. Such other relief as the facts show should be granted to your orators.

Mike Messick Sr., & Annie Messick, by their solicitors,
Bell, Boulton & Forsyth.

To Mike Messick, Jr., defendant:-

You are hereby notified and required within fifteen (15) days after service hereof on you to cause an appearance to be entered by you in the Court of Common Pleas of Clearfield County, Pa., & to file your answer within thirty (30) days to the within Bill of Complaint of the within named Mike Messick, Sr., & Annie Messick, Plaintiffs, & to observe what the said Court shall direct.

You are also notified that if you fail to comply with the above direction by not entering an appearance in the Prothonotary's office within fifteen days and to file your answer within thirty (30) 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, Pennsylvania, this 27th day of October, 1924.

Bell, Boulton & Forsyth, Solicitors for Plffs.

Now, November 13, 1924. service of the within writ made on Mike Messick, Jr., by leaving a true and attested copy of the original writ with an adult member of his family at his dwelling house & making known unto her the contents thereof.

So Ans, Thos J. Lowell, Shff.

Now Dec 6-1924, it is ordered that the Sheriff file amended return showing the manner of service as in fact made. By the Court, A. R. Chase, P. J.

Amended Return:- Now Nov 13-1924, service of the within writ made on Mike Messick, Jr., by leaving the original bill, with notice endorsed, with an adult member of his family at his

(continued on Page 304.)

Dec Term 1924

Bell Boulton & Forsyth

Harry Bumbarger

4

Nov 24 J. Mitchell Chase W. Elbridge Brown

Rachel Bumbarger

Nov 24. 1924 Bill in Equity filed

Your Orator Complains and says That he is sixty five years of age and is a resident of the Borough of Curwensville County of Clearfield Penna. and that Rachel Bumbarger Defdt above named is the wife of your Orator, also residing in the Boro of Curwensville. That your Orator is of an advanced age and by reason of his age and infirmity is unable to earn a livelihood as he could once do and this disability will increase with succeeding years, but for many years your Orator was regularly employed at various occupations earing good wages at the same.

That up to February, 1924 & for many years prior thereto your Orator turned over to his wife practically all of his earnings which money were to be used for the support and maintenance of their home and any savings were to be deposited by her in the County National Bank of Clearfield, Penna. for the use & benefit of both parties hereto.

That approximately five years ago your Orator sold certain of his personal property and delivered the proceeds of said sale, amounting to $127.00 to his wife, Rachel Bumbarger, with which to start the account in the County Natl Bank of Clearfield.

That your Orator later learned that the account in the County Natl Bank of Clearfield, Penna. was not deposited in their joint names but was deposited by his wife in her name only.

That your Orator is unable to state the exact amount of the money deposited in said account or so received by Rachel Bumbarger, because of the fact that the bank book and such knowledge is in the possession of the Defdt Rachel Bumbarger

That your Orator understood that there was $812.00 plus some interest in said account during the winter of 1924, and your Orator is also informed that his wife Rachel Bumbarger has lent a portion of all of his money to other people and that she received from Mrs Lilly Condon a note in the amount of approximately one thousand dollars to cover advancement made by her for the purchase & operation of a restaurant known as the Condon Restaurant in Curwensville, Penna. all of which money your Orator believes came from the amount of

Ira Ralston 2.50
" " .50
Sheff. Lowell 3.20
Prothy. .50
" .50
" .50
" .50

his earnings

Wherefore your Orator needs equitable relief and prays your Honorable Court to grant the following relief

That your Honorable Court decree that the defendant Rachel Bumbarger received the earnings of your Orator as Trustee to use for their joint benefit.

That the fund in the County National Bank of Clearfield Penna. be impressed with a trush for the support and mantenance of your Orator and distributed as your Honorable Court may direct

That Rachel Bumbarger be enjoined and restrained from Conveying encumbering and otherwise disposing of said money or funds

Such other relief as the facts show should be granted to your Orator. Harry Bumbargers. By his solicitors Bell. Boulton & Forsyth

To Rachel Bumbargers:

You are hereby notified & required within fifteen days after after service hereof on upon you to cause an appearance to be entered for you in the Court of Common Pleas of Clearfield County Sitting in Equity to the within bill of complaint of the within named Harry Bumbargers and to observe what the Court shall direct. You are also notified that if you fail to comply with the above directions by such entering appearance in the Prothonotary's office within fifteen days upon will be liable to have the bill taken pro Confesso and a decree made against upon in your absence

Witness my hand at Clearfield this 4th day of Nov. A.D 1924. Bell Boulton & Forsyth Plffs. Solicitor

Now Dec. 3rd. 1924, served the within writ by handing to Rachel Bumbargers, defendant, personally, the original bill, with notice endorsed, and making known unto her the contents thereof. So Ans, Thos. J. Lowell, Sheriff.

Mar. 4, 1925, Answer of Defendant filed with service accepted by copy by Bell, Boulton & Forsyth, Attys for Plffs.

June 5 1925 One argument list

June 25. 1925 Notice of lodging Testimony filed

June 25, 1925 Testimony lodged

Aug 1. 1925 Plffs. request for finding of fact

Aug 1. 1925 Respondents request for finding of fact

Aug 1. 1925 Opinion & Decree filed

Now July 31. 1925 the within Bill of Complaint is dismissed at the costs of the Complainant. It is further ordered and directed that no witness bill be filed by either party in the case. Exception noted and bill sealed to the Complainant

By the Court A. R. Chase. P. J.

No. 3 December Term, 1924. continued from Page 301.

dwelling house and making known unto him the contents thereof.
So Ans Thos J Lowell, Sheriff

Now Dec 16. 1924. Plffs by their attorneys Bell. Boulton & Forsyth enter an order as of Course in this Cause that the bill be taken pro confesso. Service of the bill with notice endorsed having been made on Nov. 13. 1924 and no appearance having been Entered & no answer having been filed
Mike Messick Sr
Annie Messick. By their attys
Bell. Boulton & Forsyth

Now Dec 16. 1924 it is ordered that this Bill be taken pro confesso and the cause proceeded with ex parte
By the Court. A. R. Chase. P.J.

Decree pro confesso

Entered Dec 16. 1924 Judgment
Geo W. Ralston. Prs.

Now Jan 8. 1925 a rule is granted upon Complainants to show cause why the prayer of the petitioner should not be granted, and Decree pro confesso vacated and set aside and Defts be permitted to enter an appearance & file an answer to their bill in equity filed. All proceedings to be stayed on said case pending rule. Said rule to be returnable 1st Monday of Feb 1925. By the Court. A. R. Chase. P.J.

Now Jan 12. 1925 service accepted and service on legal exceptions. Bell. Boulton & Forsyth. Attys for Plff.

May 15, 1925 Answer Lish

June 29, 1925 Plff answer filed

September 16, 1987 Petition for Rule to Show Cause Why Bill in Equity should not be dismissed with Prejudice for failure of Complainants to Prosecute & Rule. filed 3 copies cert to Atty

Now, this 21st day of September, 1987, upon consideration of the foregoing Petition, it is hereby ORDERED and DECREED that a Rule be issued upon Respondents, their heirs, successors and assigns, to show cause why said Bill in Equity filed to No. 3 December Term 1924 should not be dismissed with Prejudice, for failure of the Complainants to prosecute the case.

Rule Returnable the 19th day of October, 1987, at 9:00 o'clock A.M. at the Clearfield County Courthouse, Clearfield PA.

It is the further ORDER of this Court that the Administratrix be and is hereby directed to advertise this action and said hearing date directed to Respondents in the Progress newspaper.

By the Court: John K. Reilly, Jr. President Judge.

October 19, 1987 Order, filed

And Now this 19th day of October, 1987. this being the day and date set for Rule Returnable in the above captioned matter, and none of the defendants or their representatives having appeared, and the Plaintiff, the Estate of Mary A. Somsky, having appeared through its attorney, J. Richard Mattern II, Esquire, it is the ORDER of this Court that the Bill in Equity filed to No. 3 Dec. T. 1924 Cov. be and is hereby dismissed with Prejudice. By the Court: John K. Reilly Jr. P.J.

continued from Page 295. No. 2 Sept. Term, 1924 Charles A. McDonald vs. Thos. W. Munro et al

Now, March 25, 1925. service of the within accepted by copy.
Liveright & Chase, Attys. for Plff.

April 10 - 1925. Prelimin Objections to Counter Claim filed.

April 11. 1925 the said preliminary objections to the counter claim appended to the amended answer of the Defts in this case are set for argument on the 4th Monday of april 1925. Pending the determination of the preliminary objections the Court grants an extension of time to complainant to reply to the merits of said Counter-claims, if that be necessary, until after said preliminary objections are determined
By the Court
A. R. Chase. P.J.

April 16. 1925 Served on us by Copy. Reutz & Reutz attys for T. W. Munro.

June 13. 1925 Opinion & Decree filed

Now June 13. 1925 objections to the Counter Claim dismissed. exceptions noted and bill sealed.

It is further ordered and directed that the complainant shall have fifteen days from this date in which to reply to said Counter Claim. By the Court. A. R. Chase. P.J.

February Term. 1925.

Bell, Boulton & Forsyth.	J. J. Kintner. Johnstown, Pa	January 12, 1925. Bill in Equity filed. To the Honorable, the Judges of the Court of Common Pleas for the County of Clearfield:-
Jan 12.	1	J. J. Kintner brings this bill against John Brophy, President, District No. 2, United Mine Workers of America,
Chas J Margiotti W. M. Gillespie	John Brophy, President, District No. 2, United Mine Workers of America, an unincorporated Association, James Marks, Vice-Pres of said Association, Richard Gilbert, Sec.-Treas. of said organization, in behalf of themselves, and all other members of District No. 2. United Mine Workers of America.	an unincorporated association, James Marks, Vice-Pres of said association, Richard Gilbert, Sec-Treas of said organization, in behalf of themselves and all other members of District No. 2. United Mine Workers of America, and thereby complains:- 1. That the complainant is a citizen of the State of Pennsylvania, and at the present time his office is located at No. 607 Main St., Johnstown, Cambria County, Pennsylvania, That he is a practicing attorney and a member of the Cambria County Bar.
Prothy by Atty.	2.50	2. That the defendants are all citizens of the United States, their residences being as follows:- John Brophy, Clearfield, Clearfield Co., Penna; James Marks, DuBois, Clearfield Co., Penna; Richard Gilbert, Clearfield, Clearfield Co., Penna.
" " (4 copies cert. to Sh'ff.)	2.00	3. That the United Mine Workers of America is an unincorporated association with its principal office
Sh'ff. Lowell.	4.20	in the Borough of Clearfield, & State of Pennsylvania,
Prothy	.50	and the district comprises fourteen different counties
"	.50	of Central Pennsylvania, being known as a central district
"	.60	bordering on the New York state line on the north
"	1.50	and extending to the Maryland state line on the south,
"	.50	comprising the Counties of Tioga, Lycoming, Clinton, Centre, Cameron, Elk, Jefferson, Huntingdon, Blair, Bedford, Cambria, Indiana, Armstrong & Somerset. The district is divided into nine territories and its entire membership is about forty-three thousand (43,000). That of the nine territories, Territory No. 1 has a membership of about eight thousand (8,000) members, & Territory No. 3, being composed of eleven thousand (11,000) members.
		4. That the defendants are members of and are the duly elected officers of the said association, John Brophy, Pres., James Marks, Vice-Pres., & Richard Gilbert, Sec-Treas., having been elected by a majority of the entire membership of said district, and are acting as such officers.
		5. That on March 31, 1922, District No. 2, through its officers above named, called a general strike in the bituminous coal fields of District No. 2, and by which general strike all its members ceased work on the evening of March 31, 1922, and upon the calling of the said strike, the said complainant, J. J. Kintner, was employed as general counsel, to attend to & conduct in a general way whatever litigation was involved in said strike, & from that time on until about the 1st day of April, 1923, he was continuously employed by the officers of the United Mine Workers of said district to attend to numerous pieces of litigation, in the trial

of cases in many of the counties of the district, and was to act as the general Counsel for District No. 2. of the United Mine Workers of America, and was recognized by them as their general counsel.

6. That in Somerset County there was a large volume of litigation consisting of many cases in the courts of equity, attachment proceedings, criminal trials, and many other legal matters in which the complainant, the said J. J. Kintner, took part.

7. That the complainant, J. J. Kintner, was not only consulted by the Pres, Vice President, Secretary-Treasurer, of District No. 2, but by William Welch, and David Cowan, Board Members, as well as numerous other members of the United Mine Workers of America, residing in District No. 2, as a part of the duties of his employment.

8. That in addition to the litigation in Somerset, Cambria, and Indiana Counties, the said complainant, J. J. Kintner, conducted trials in Center County, Clinton County, Armstrong County, and before the Interstate Commerce Commission in the City of Washington, D. C. for which services he was employed, and was under the direction of John Brophy, the President of the said District, James Marks, the Vice-Pres, Richard Gilbert, Secretary-Treasurer, or William Welch, David Cowan, Board Members of District No. 2, and under said employment was frequently consulted by and acted for many members of the United Mine Workers of America, & the said complainant gave his time and advice freely to the said membership during the period above set forth.

Wherefore, your complainant, showing the acts herein complained of, prays for relief as follows:-

1st. That the said defendants, John Brophy, President District No. 2, United Mine Workers of America, an unincorporated association, James Marks, Vice-Pres of said association, Richard Gilbert, Sec-Treas, of said organization, in behalf of themselves & all other members of District No. 2 United Mine Workers of America, may fully and completely answer in the premises.

2nd. That the defendants may be decreed to come to a just and fair account with the complainant; that an account may be taken of all and every of the amounts owing by the said association from the 1st. days of April, 1922, to 1st. day of April 1923. and that ascertaining the amount due to the complainant, if anything, then the court shall decree that the said amount shall be paid to the complainant, and shall enter a judgment in his favor in the said amount.

3rd. That such other and further relief may be granted in the premises by your Honorable Court as may seem meet and just for the protection and rights of your complainant.

And your complainant will ever pray.

Bell, Boulton & Forsyth.
Solicitors for Complainant.

Exhibit "A".

United Mine Workers of District No. 2. — To — J. J. Kintner, Esq. Debtor.

Services from April 1st, 1922 to April 1st, 1923,	$ 10,000.00
Credit by cash paid:-	
April 1922.	
Case of United Mine Workers vs Kettle Creek Coal Mining Co. Equity.	$ 150.00
May 1922.	
Somerset County Equity Cases	450.00
Commonwealth vs Andy Lusko.	150.00

(Continued on next Page).

#1 Feb T. 1925

June 1922.		
	Somerset County Equity Cases.	$500.00
July 1922.		
	Somerset County Equity Cases.	500.00
	Indiana County Equity Cases	100.00
	Cambria County Equity Cases	250.00
	Superior Court, Cambria Co. case.	50.00
	Services at Ebensburg, Cambria County.	20.00
	Somerset County Equity Cases.	50.00
	Somerset County Equity Cases.	50.00
	Indiana County Equity Cases.	50.00
August 1922.		
	Somerset County Cases & Kittanning.	150.00
September. 1922.		
	Argument before Supreme Court, case of Welsh	
	vs. Vinton Colliery Co.	300.00
	Commonwealth vs Wallace, Somerset County.	500.00
October. 1922.		
	Hearing before Hirshfield Committee.	200.00
November 1922.		
	Hearing before Interstate Commerce Commission.	300.00
	Trip to Clearfield and Cresson.	50.00
December. 1922.		
	Trial of case of Commonwealth vs. Arbogast,	
	Cambria Co.,	150.00
	Trial of case of Commonwealth vs. Nunemacher,	
	Armstrong Co.,	200.00
January. 1923.		
	Case against Vinton Colliery Co., 1 day.	50.00
February 1923		
	Matter of William Ramsell	100.00
	Trip to Clearfield	20.00
	Case before Interstate Commerce Commission	200.00
May. 1923.		
	Trips to Ebensburg.	100.00
Total Credits.		$4640.00
Balance Due.		$5360.00

To John Brophy, President District No. 2, United Mine Workers of America, an unincorporated Association, James Marks, Vice-President of said Association, Richard Gilbert, Secretary-Treasurer of said organization, in behalf of themselves and all other members of District No. 2 United Mine Workers of America:-

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 Cambria County, Penna, and to file your answer within thirty days to the within Bill of Complaint of the within named J. J. Kintner, Plaintiff, & observe what the Court shall direct.

You are also notified that if you fail to comply with the above directions by not entering an appearance in the Prothonotary's Office within fifteen days, and to 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.

Witness our hands at Clearfield, Pennsylvania, this 31st day of December, 1924.

Bell, Boulton & Forsyth, Solicitors for Complainants

#1 Feb T. 1925

Now, Jan. 14, 1925, served the within Bill in Equity together with notice endosed thereon, personally, on John Brophy, Pres. District No. 2, United Mine Workers of America, an unincorporated association, James Marks, Vice Pres. of said association, Richard Gilbert, Secy-Treas, of said organizations, in behalf of themselves and all other members of Dist. No. 2, United Mine Workers of America, defendants, by handing to each of them a true and attested printed copy thereof & by making known to them the contents thereof. So Ans, Thos. J. Lowell, Sh'ff.

Jan 23, 1925 By paper filed Chas. J Margiotta & W. M. Gillespie attys. enter their appearance for Defendants

Feb 13, 1925 Demurrer filed with service accepted Feb 13, 1925 by Copy (10 copies) by Bell Boulton & Forsyth atty for Plff

March 16, 1925 Decree filed

Now March 14, 1925. it is ordered and decreed that unless the Plff. within twenty days from the date hereof files amended Bill of Complaint in accordance with the requirements of the Equity Rules as to certainty and definiteness of facts relied upon to secure the relief prayed for, this proceedings to be dismissed at the costs of the Plaintiff By the Court

A. R. Chase. P. J.

Feb Term 1925

Hartswick arnold + Platt

The Bell Telephone Company of Pennsylvania

2

Zack Marsh

Jan 27 1925 Bill in Equity filed

Your Orator complains and says:

That the Bell Telephone Company of Pennsylvania is a corporation of the State of Penna, and owns and operates inter alia Telephone lines in said Co. of Clearfield together with necessary poles and equipment therefor.

That Zack Marsh is a resident of Brady Twp. Clearfield Co. Pa

That The Bell Telephone Company of Penna operates and owns certain telephone poles and wires now in use for the purpose of rendering service by telephone which are situate at or near the State Highway known as Route No 59 passing through Brady Twp and the village of Salem therein.

That Zack Marsh is the occupier of a certain farm situate in Brady Twp Clearfield Co. Penna. and fronting on the State Highway above referred to.

That for more than twenty five years prior to the filing of this Bill in Equity the Bell Telephone Company of Penna. and its predecessors in title, have maintained a certain telephone line strung on telephone poles in Brady Twp. Clearfield Co Pa, which lines and poles are located within a distance of 8 feet of the margin of the concrete highway in Brady Twp. known as State Highway Route No. 59

That on the same side of the State Highway as are located the said poles and wires of the The Bell Telephone Company of Penna. is located the farm of the said Zack Marsh.

Wherefore your orator prays.

1st That an injunction issue, preliminary now to be made final after hearing had, restraining the said Zack Marsh, his agents, servants, and employees from interfering with or in any wise obstructing the agents, servants and employees of The Bells Telephone Company of Penna while repairing said telephone line at or near the property of the said Zack Marsh in Brady Twp. Clearfield Co. Pa. or while maintaining or stringing wires upon the poles so situate at or near the property of the said Zack Marsh.

That your complainant be awarded its costs in this proceeding

Said further & equitable relief to which your orator may be entitled

Hartswick, Arnold & Platt. Solicitors for Plff

Pro Ralston by atty $\frac{N}{24}$52 2.50
" " " " Inj 1.75
" " " 50
" " " Const 50
Shff Lowell 7.50
Plffs Bill $\frac{N}{24}$52 26.64
Prothy. 1.50
" " " (Dec) 1.50
(Not yet filed-) " final decree 2.50
43.89

see cash book 4-11-25

April 11 1925 Recd of Plff atty costs
atty 4.25 Shff Lowell 7.50
Plffs bill 26.64. Prothy 5.50 total
Recd 43.89 Geo W. Ralston. Pro

To the Defts within named.

Unless you have already done so, you are hereby notified and required, within 15 days after the service upon you of this Bill in Equity, to enter a written appearance, to the term and number stated hereon, in the office of the Prothonotary of the Court of Common Pleas of Clearfield Co. Pa. specifying therein a person and place, within said County, where papers, process & notice may be served upon you, and within thirty days after such service you are required to make a full & complete answer, under oath, to each & every of the averments of this Bill. If you fail in either respect, the bill may be taken pro confesso & a decree made against you in your absence Hartswick, Arnold & Platt attys for Plff

Order of Court filed Jan 27, 1924

And Now, Jan 26, 1925 after due consideration of the Bill in Equity and Injunction Affidavits filed therewith, and the Court being satisfied that immediate and irreparable loss or damage will result to the Plff before this matter can be heard on notice:- a preliminary injunction is hereby granted, restraining the said Zack Marsh, his agents, servants and employees from interfering with, hindering, or obstructing the agents, servants and employees of The Bell Telephone of Pennsylvania, in the repairs replacement & maintenance of the wires, poles, and apparatus of the Bell Telephone Company of Pennsylvania situate in Brady Twp. Clearfield County, Pa

Plaintiff to furnish & file bond in the sum of One Thousand ($1000.00) Dollars, with surety to be approved by this Court.

This Injunction is to be dissolved unless motion is made to Continue the same on Feb 2, 1925 at 10, a. m.

By the Court, A. R. Chase, P. J.

Jan 27, 1925 Bond filed and approved Jan 26, 1925 By the Court A. R. Chase, P. J.

Jan 27, 1925 Injunction Affidavits filed of M. S Yung & C. B. Hooker

Jan 27, 1925 Injunction issued

Jan 28-1925, Served the within writ of Injunction upon Zack Marsh, at his place of residence in the Township of Brady, Clfd Co, Pa, at 2-15 p.m. by handing to him personally a true & attested Copy of the Original writ of Injunction & making known unto him the Contents thereof. So Sworn. Thos J. Powell Sheriff.

2nd of Feb. 1925, on motion of Pentz & Pentz, Attys. for Defts; joined in by Hartswick, Arnold & Platt, Attys. for Plff, it is ordered that the preliminary injunction awarded & issued in this case be continued in full force and effect until a date for hearing to be hereafter fixed by counsel on both sides of this case at cost of defendants.

By the Court, A. R. Chase, P. J.

Order filed: And Now, July 6, 1925 by agreement & consent of Pentz & Pentz, attys for Deft. & Hartswick, Arnold & Platt, attys for Plff, the Court enters the following final decree in the premises:-

First: That the Defts Zack Marsh, his agents, servants & employees, are hereby perpetually enjoined & restrained from interfering with, or in any wise hindering or obstructing the agents, servants or employees of the Bell Telephone Company of Penna, in the repair, replacement and maintenance of the telephone lines, wires, poles and operations of, or under the supervision or control of the said Bell Telephone Company of Pennsylvania.

Sec: That the Defts Zack Marsh pay the costs of this proceeding. By the Court A. R. Chase P. J.

April 7, 1925. I Consent to have the above Decree made. Zach Marsh.

Witness: Mary Horner

May Term 1925.

Bell, Boulton & Forsyth	Leo Montel.		Feb 3-1925 Bill in Equity filed.
			To the Honorable A. R. Chase, Presidents Judge of said Court:-
Feb 3.	1		Your orator complains & says:-
			1. The Beccaria-Clearfield Coal Company is a
	Beccaria-Clearfield Coal Co.,		corporation, chartered under the laws of the state of Delaware and duly authorized to transact business in the State of Pennsylvania.
Pro. Ralston by Atty.		2.50	2. The physical properties owned, leased or
	order	5.0	possessed by the said corporation are located in
	3 copies cert	50	Clearfield County, Pennsylvania.
		50	
		50	
		50	3. The place where the bulk of the actual
	"	50	business of the corporation is conducted is Glen
	"	50	Hope, Clearfield County, Penna.
	"	50	
	" dwc+appr	7.50	4. The executive officers of the corporation are:
	"	50	Leo. Montel, President; A. M. O'Shea, Secretary and
	"	2.50	Treasurer, and Leo Montel, A. M. O'Shea, and John
	"	2.50	D. Mc Carthy are the directors thereof.
	"	1.50	
	"	50	5. That the said corporation is the owner
	"	50	of certain coal mines situate in Clearfield County,
	"	50	Pennsylvania, being in part of two leaseholds, one
	Bell, Boulton & Forsyth Bill	25.00	for about four hundred ninety-three (493) acres,
		50	leased from Thomas Lochrie and the other of about
Pro	" Recv acct Pd	10.00	eighty-two (82) acres, leased from A. L. Hegarty,
		$ 2,00	which have been developed into mines in actual
			operation now producing coal profitably and of
Feb. 26-1926. Rec'd of Bell, Boulton & Forsyth, Attys, $13.50 on account Prothonotary's costs.			high value. The corporation also owns various
Geo. W. Ralston. Pro.			properties, rights of way, tramroads & diverse mining
			equipment & mine improvements, essential to the
			successful operation of the mines of the said corporation.
			6. That said corporation has become, by reason
			of its expenditures in the development of its mines
			and properties indebted to a large amount and
			judgments have been entered in the Court of Common
			Pleas of Clearfield County, Pennsylvania, by Emerson-Morgan Coal Mining Company against said
			corporation to Numbers 264-269, inclusive,
			February Term, aggregating $47,250.00, besides
			attorney's commission, interest and costs and to
			Louis P. Geygnet, to number 271 February Term, 1925,
			for four thousand dollars, ($4000.00), besides attorney's
			commission, interest and costs and to A. H. Woodward,
			Trustee for creditors named for $93,717.10 besides
			attorney's commission, interest and costs.
			That a receiver be appointed, who shall take
			immediate possession of the various properties of the
			said corporation, with the powers incident to such
			receivership, & such additional powers as may be
			from time to time, conferred by your Honorable Court;
			That an order be made, directing the said
			corporation to make full disclosure to the said
			Receiver of all the assets, liabilities, business and
			properties of the said corporation.
			That an order be made, directing the said
			corporation to deliver to the receiver, so appointed,

all of the property, real, personal and mixed, belonging to or in the possession of said corporation.

That all persons, companies, partnerships or corporations, whatsoever, be enjoined and restrained from interfering with the possession of the said receivers, in any manner whatsoever, & particularly by any attempted levy upon execution, distraint or other legal writ or proceeding, except by leave of Court specially granted.

Such other and further relief as justice and equity may require, and as may be brought to appear to your Honorable Court.

And He will ever pray.

Leo Montel.

Decree:—Now, February 3rd A.D, 1925, upon consideration of the bill and admission, it is found that the plaintiff is entitled to have equitable relief, and thereupon it is ordered & decreed

First: That Clearfield National Bank and John C. Forsyth be appointed Receiver of the said corporation, Beccaria Clearfield Coal Company.

Second:—That the Beccaria Clearfield Coal Company shall make full disclosure to the said Receiver of all of the assets, liabilities, business and properties of the said corporation, and shall deliver to the said Receiver possession of all of the property, real, personal, and mixed, belonging to or in the possession of the said corporation.

Third:—That all persons, companies, partnerships or corporations, whatsoever, be enjoined and restrained from interfering with the possession of the said receiver, in any manner whatsoever, and particularly by any attempted levy upon execution, distraint or other legal writ or proceeding, except by leave of Court, specially granted.

Fourth:—That the said Receiver shall file bond in the sum of Twenty Thousand Dollars, to be approved by this Court, condition for the faithful discharge of the duties of receivership.

A. R. Chase, P. J.

Now this 2nd day of Feb A.D. 1925 the Beccaria-Clearfield Coal Co. by its executive officers, admits the truth of the several facts averred in the foregoing bill and confesses judgment thereon, joins in the prayer of the Plff that equitable relief be granted as in said bill set forth.

The printing of the said bill is hereby waived, unless otherwise ordered by the Court for the purpose of saving the expense thereof

Beccaria-Clearfield Coal Co

A. M. O'Shea, Secty. L. Montel, Pres.

Now Feb 9th A.D. 1925, the above bond, having been submitted to the Court, upon due consideration, the same is hereby approved By the Court, A. R. Chase P. J.

March 16, 1925—Petition & appraisement & Inventory filed as follows

73 Mine Cars, 42" gage, condition fair,
2 Robinson 4' fans equipped with 7½ H. P. A. C Motors
10,500 ft. 30 and 25 lbs rails
1 Four ton American Gasoline traction drive motor 42" gage, 1 Blacksmith Shop and Contents — 1 Vice, 1 forge, 1 anvil 1 lot Misc bolts, rivets and tools
Right-of-way — 20 ft. wide, 2000. ft. long. Bailey surface Cost $200.00 Deed recorded.

Contd on Page 321

May Term 1925

W Welch

Feb 10

B. B + F

Shff Lowell Costs ck - 22.30
Sheriffs of Lycoming, Lawrence & Essex Co's - paid by Martha Welch 2839 - 20.60
Pro. Hagerty .50
" .50
" .50
" .50
" .50
Shff Lowell 11.90
Stenographer Jennie Bailey ck 2838 - 10.00
Wit 45.00
N. Van Valzah 2.50
Masters fee 125.00
Transportation Gertrude Rumberger ck 2838 10.00
Masters Rept Pro 5.00
" .50
" .50
" .50
" .50
Shff Lowell 19.10
10-5-25 Pro .50
" .50
" .50
" .50
T/S 280.90
" Auditors Rept 10.00
T/S 290.90

July 16. 1926 Recd of W. A Hagerty atty
Costs: Shff Lowell 53.30. Steno 10.00
W. Welch 20.60. Pro 22.00
Total Recd $105.90 Geo M Ralston Ors

Elizabeth W. Bilger
Harry E. Bilger
Gertrude B. Braun
Fred W. Bilger +
Minnie B. Welch

2

Reuben G. Bilger
Minerva Gray
Gertrude M. Taylor
John E. Reeser
Myron Reeser
Laura Bilger
widow Oscar M.
Bilger. Mae Bilger
Lodemia B. Zeitler.
John Broome and
Anna Brookville
Title + Trust Co.
Gdn. of Henry
Broome. Alice Broome
+ Walter Broome Jr
Defendants

Feb 10, 1925 Bill in Equity filed

To the Hon. A. R. Chase. Pres. Judge of said Court

Your Orators. Elizabeth W. Bilger Harry E. Bilger. Gertrude B. Braun. Fred W. Bilger and Minnie B Welch complains & says

1 That they are the owners and assessed with all of the above named Defts. as tenants in Common of two certain tracts of land situate in the Twp of Bloom. Co. of Clearfield & State of Penna: bounded & described as follows.

The First Thereof: Begining at a post in public road near the intersection of the Cream Hill Turnpike with the road leading to Grampian: thence by line of Ellinger lot 17 perches more or less to Milligan tract: thence by said Milligan line at approximately the following courses and distances as follows: North 29 deg. West 60 per. North 15½ deg. West 68 per. to a chestnut: North 27 deg West 10 perches: North 33 deg. West 8 per. to a hemlock: North 34 perches to Birch: West 36 perches. North 63 deg. West 74 per. N. 75 deg. W 15 per. N 48½ deg W 15.6 perches to pine: N. 2 deg E. 25 perches to hemlock: N. 40 deg. West 40 per. to hemlock: thence South 99.8 perches to hemlock: thence West 7.5 per. to a hemlock. thence South 212 perches (draft says 160) to a white oak: thence West to Maple: thence south 125 perches to Irvin land thence east to Chestnut: thence south 29½ deg E. 150 perches to maple: thence east 139 perches to Woods line: thence north 68 perches: thence West 30 per.: thence North 62 perches to a pine: thence East to a hemlock: thence No. 71 perches: thence East 11 per. to a hemlock: thence N 47 perches: thence E. to a tract line: thence North by tract line to public road: thence down public road south 46½ deg. East to begining. Containg 527 acres.

The Second thereof: Situate in Bloom Twp. Begining at a post. thence North 2 deg East 214 perches to an ash. thence East 100 perches to post. thence South 2 deg West 214 perches to post. thence West 100 perches to begining. Known as the Cleaver Pine tract. Containg about 125 acres.

And being the same premises which became vested in A. L. Bilger. E. C Bilger. Minerva Gray. Martha Broom. R. G Bilger. Alice Reeser. and Gertrude M. Taylor. by Deed from Geo M. Bilger. et al dated Sept 2. 1903. & recorded in Deed Book 135 Page 414

Reserving and excepting Out of the first described tract of land the following:

One acre of ground sold by Samuel Irvin and wife to Amanda Bridge. by Deed dated May 4. 1870. and recorded in Deed Book "GG" page 129. described as follows. Begining at a post 6 perches North of

the Erie Turnpike in Samuel Irvin's land: thence by his land & Wallace Dale, South 45 3/4 deg W. 20 perches to a post in line of said Samuel Irwin land: thence by same North 48 deg West 12 1/2 perches to a post: thence by same North 43 3/4 deg. East to a post: thence still by same So 48 deg East 12 1/2 perches to begnng. Containg one acre & 90 perches and being part of Warrant No 5781.

Also, one acre of land conveyed by Samuel Irwin & wife to Loretta Ellinger by deed dated april 8, 1878, and recorded in Deed Book "11" Page 230:

Begnng at a stone corner: thence along turnpike road South 35 3/4 deg East ten and four-tenths perches to a post: thence by line of land of Samuel Irwin South 44 1/4 deg W. 17.1 perches to a post: thence by line of Joseph Milligan tract North 2 3/4 deg. W. 10.8 perches to a cherry tree: thence by line of Abe Thomas North 44 1/4 deg East 13.8 perches to place of begnng. Containg one acre

That your Oratorss have endeavored to agree with their Co-tenants in Common upon the partition or sale of said lands & have been unable to effect same & your Orators are unable by reason of the ownership by undivided interests as above set forth to make any profitable use of their property.

Wherefore your Orators need equitable relief and pray:

First: That a decree of partition of the above described lands be made awarding to each of the parties his part or share or purpart of said land in severalty: and if the said lands cannot be divided without prejudice to or spoiling the whole, and the parties decline to take said lands at a valuation, or the purparts at a valuation to be fixed by the Court according to law: then that the same may be sold, and after deducting costs and expenses, the balance of the proceeds to be divided between the parties according to their several interests.

Sec. Such other and further equitable relief as the case may warrant Elizabeth W. Bilger, Harry E Bilger, Gertrude B. Bilger Fred W. Bilger, Minne B Welch, by their atty in Fact, Elizabeth W. Bilger

Notice to Defts: You are hereby notified & required within 15 days after service hereof on you to cause an appearance to be entered for you in the Court of Common Pleas of Clfd Co. and to file your answer within 30 days to the within bill of Complaint of Elizabeth W. Bilger et al and to observe what said Court will direct. You are also notified that if you fail to comply with said notice by not entering an appearance in the Prothonotarys Office within 15 days your will be liable to have the bill taken pro confesso & a decree made against you in your absence

Witness our hands at Clearfield, Pa. this 4th day of Feb A. D. 1925

Walter Welch, Solicitor

Mar. 2, 1925 Petition & Decree for Service of Process on Defts filed with service of process accepted by copy by Bell, Boulton & Forsyth attys for Defts

Decree And Now, Marc 2, 1925, it appearing by affidavit of the Plff that the Defts, Gertrude M. Taylor, 612 Hepburn St. Williamsport, Lycoming Co. Pa, Laura L. Bilger, Lodemia Bilger Zeitler, Oscar M. Bilger, Mae Bilger, at 456 Neshannock ave, New Castle, Lawrence Co. Pa. John W. Reeser, and Myron D. Reeser, at 174 Irvington ave. South Orange, Essex Co. New Jersey are without the jurisdiction of this Court, and that the place where each resides, or may be found is set out in the affidavit of the Plff on special Motion of Walter Welch:

Contd on Page 319

May Term 1925.

Hartswick.	N.B. Powell, Bessie B.	Feb 23 1925 Bill in Equity filed
arnold + Platt	Betts Susan C. Porter,	Your orators complain + say:
	Robert L. Porter, Mary	That in the year 19 there was organized
	L. Porter Ruth Porter,	a Common Law partnership known as the
	Marguerite Porter,	Surveyor Supply Company for the purpose of
	Fred W. Porter,	engaging in the mercantile business at
	Susan Porter,	Surveyor, Bradford Twp. Clearfield Co. Pa. The
	Elizabeth P. Blake,	partners therein, together with the respective
	Frances Porter Palmer	interests of the partners were then and
	+ Sarah Porter	there as follows, to wit:
		K. A. Miller 1/6 Interest
Feb 23	3	Alfred Graham " "
		Fred G. Betts " "
Liveright +	K. A. Miller,	A. B. Weaver "
Chase	A. B. Weaver,	J. F. Weaver Jr " "
	J. F. Weaver +	W. B. Weaver "
	W. B. Weaver.	W. A. Porter " "
		N. B. Powell " "
	Ck 25/15	Said partnership so formed was for no
	Pro Ralston by atty 2.50	definite term, and was formed under an
	" " " .50	oral agreement.
	" " " .50	That prior to the year 1920, the exact date
6-15-25	1.00	the orators being unable to give, the said
	.50	Alfred Graham did sell and assign his
	.50	said 1/6 interest in said partnership to
	Shff Lowell 7.20	K. A. Miller, one of the original partners who
	Pro. .50	thereupon became vested with a 1/6 interest
	" .50	in said partnership.
	" 1.00	That Fred G. Betts died in the year 1919
	.25	testate + by the terms of his will, his interest
		in said partnership passed to and is now
Sept. 25-1925. Recd of Shff. Atty		owned by Bessie B. Betts his widow, who does
costs:- Atty $2.50; Shff Lowell		therefore own a one sixth interest therein
$7.20, Pro. Co. $5.75.		That W. A. Porter died testate in the year
Total $15.45.		1914 and his interest in said partnership
Geo. W. Ralston, Pro.		passed under the terms of said Will to his
		widow and ten Children, who thereafter
		jointly owned a one sixth interest in said part-
		nership. That the 1/6 interest of W. A. Porter
		became vested, as aforesaid in the following
		individuals.
		Susan C. Porter, widow. Susan Porter
		Robert L Porter Elizabeth P. Blake
		Mary L Porter Frances Porter Palmer
		Ruth Porter Harry P. Porter
		Marguerite Porter Sarah Porter
		Fred W. Porter
		who are the said widow + ten Children of
		W. A Porter, and all whom are sui juris
		That A. B. Weaver is a resident of Wayne, Pa
		B. F. Weaver Jr is a resident of Clearfield Pa
		and W. B Weaver is a resident Charleston
		W. Va. That jointly the said A. B. Weaver
		J. F. Weaver, Jr and W. B. Weaver, own a
		1/6 interest in said partnership

That the interest of H. B. Powell in said partnership has been and still is, owned by him and is a 1/6 interest
That K. A Miller is the manager of said partnership business being entirely in Charge of the said Surveyor Supply Company, & has been such since the formation of said partnership and continues thereas to the date of filing of said Bill
That no accounting has been rendered by the said K. A Miller of the said business in which he is in Charge since Jan 1. 1924
Wherefore your orators need equitable relief and pray
That a Decree of this Court issue, dissolving the said Surveyor Supply Company, a partnership, and winding up its affairs, and distributing its assets
That this Court appoint a Receiver or Liquidator for the purpose of winding up and dissolving said partnership, and in order to Conserve and distribute the assets of the same, the said Receiver to have full power, under proper direction of this Court, to sell and dispose of the assets of said partnership, said Receiver to take immediate possession of all or said assets, when so appointed
That upon the appointment of the Receiver aforesaid, that all partners of the Surveyor Supply Co. as well as all other persons acting for them or in their behalf, be restrained and enjoined from having receiving, or in any wise disposing of any of the assets and property of said Surveyor Supply Company, or further be enjoined and restrained from contracting any bills or indebtedness of any kind for or against the said partnership trading as the Surveyor Supply Co
That the Court decree that K. A Miller account to Pltff and to the Receiver herein prayed to be appointed, setting forth with particularity all sums received or expended by the said K. A Miller, Manager as aforesaid as well as accounting for all assets in his possession or Control, by virtue of his managership in the said partnership since the last accounting made to the parties themselves, which said accounting was made as of the date of Jan. 1. 1924
Such further equitable relief as to which the Complainants may be entitled Hartswick, Arnold & Platt
Solicitors for Pltff.

To the Defts within named:

Unless you have already done so, you are hereby notified & required within 15 days after the service upon you of this bill in Equity to the term & number stated hereon, in the office of Prothonotary of Court of Common Pleas of Clearfield Co. Pa. specifying therein a person & place within said County where papers, process & notices may be served on you, & within 30 days after such service you are required to make a full & complete answer, under oath, to each & every of the averments of this bill. If you fail in either respect, the bill may be taken pro Confesso, and a decree made against you in your absence Hartswick, Arnold & Platt
attys for Pltff

Feb 23. 1925 service of this Bill in Equity accepted for K. A Miller, A. B Weaver, J. F. Weaver and W. B. Weaver Defts for whom our appearance is directed to be entered by the Prothonotary
Leveright & Chase
attorneys

Mar. 11. 1925. Answer by defendant filed, with service accepted by copy by Hartswick, Arnold & Platt, attys for Pltff.

(Cont page 322)

No 1. Dec Term 1924 Herman S. Nale vs. George A Nale et al
Continued from page 297.

Now Febry 24-1925. On Motion of Bell & Brockbank Solicitors for plaintiff More than 30 days having elapsed since Service of the Bill in Equity and endorsement thereon, a decree is entered that this bill be taken Pro Confesso & be proceeded with Bell & Brockbank Solicitors for Plff.

Order Court Now Febry 25-1925 This bill having been taken Pro Confesso it is ordered, adjudged and decreed that partition be made of the real estate described in the Bill and Leo R. Brockbank is appointed Master who shall report to the Court whether or not the said premises may be deveded among the several parties, without injury to the property, and if partition cannot be made, then to value and appraise the said Property & make report thereof to the Court, together with such other duties as may from time to time be conferred upon him. By the Court, A. R. Chase P. J.

May 28. 1925 Master's Report filed

The undersigned, master in the above cause, respectfully submits the following report:

First: That having been informed by attys representing all of the parties in interest that they did not require any notice he did, on the 23rd day of May, 1925, proceed to perform the duties of said appointment and viewed the land described in the plaintiffs bill of complaint.

Sec: The interests of the parties are as follows:

George A. Nale widower, an undivided one-third 1/3 interest in said real estate.

Myrtle Chatfield and Ainsley Chatfield, her husband, an undivided two-ninth (2/9) interest in said real estate.

Minnie Devine and James Devine her husband an undavided two-ninth (2/9) interest in said real estate.

Herman S. Nale an undivided two-ninth (2/9) interest in said real estate.

Third: That in his opinion the said land Cannot be divided without prejudice to, or spoiling the whole; and that he values and appraises the same at the sum of Two Thousand ($2000.00) Dollars.

L. R Brockbank Master.

Now, May 27, 1925, the report of the Master having been filed finding, inter alia, that the lands involved cannot be divided without prejudice to or spoiling the whole and fixing the value thereof at Two Thousand Dollars, ($2000.00), a rule is granted on Herman S. Nale, George A. Nale Myrtle Chatfield, Ainsley Chatfield, Minnie Devine and James Devine to appear before Leo. R. Brockbank, Esq Master, and accept the said land at the appraised price or make a bid upon the same in excess of the appraisement to show cause why the same should not be sold; returnable at the Court House at Clearfield on the 12th day of June 1925, at nine o'clock, A.M.

Ten days to be given to parties named or to their attorneys.

By the Court A. R. Chase, P. J.

June 3, 1925 See letter filed as to service of rule accepted.

Now, July 2-1925, the undersigned being attorneys for all parties in interest, concur in the recommendations of the Master that the property involved be exposed to sale at public auction after due notice according to law.

J. C. Long Atty. for Plff.
Pentz & Pentz, Attys. for Deft.

Contd on page 332

Contd from Page 315, #2 May T. 1925 Elizabeth W. Bilger vs Reuben G. Bilger

Plffs. atty. it is ordered that the Bill of Complaint with a copy of this Order be served on the said Gertrude M. Taylor, Laura L. Bilger, Lodemia Bilger Zeitler, Oscar M. Bilger, Mae Bilger, John W. Reeser and Myron D. Reeser at the place or places aforesaid, and that Compliance with the requirements of said bill be made within fifteen days after such service, and that any further process or notice required in the Course be served in like manner, and that Compliance with the requirements thereof be made within the like period. Service to be made by any person deputized by the Sheriff of Clearfield County, and affidavit of service to be made before any person authorized to administer an oath. By the Court

A. R. Chase P.J.

Febry 19-1925 Service of the within Bill of Complaint on the above case accepted by copy by Oscar M. Bilger.
Febry 20-1925 " " " " " " hereby accepted by Anna B. Broome and Alyce E. Broome
Febry 20-1925 " " " " " " by C. J. Bumbaugh Asst Secretary Brookville Title & Trust Co, Guardian of Henry Broome and Walter Broome Jr.

Mar 3-1925. Mar 3-1925. Served within Decree or order on Mrs James Taylor (Gertrude M. Taylor within named by handing to her a true copy of within writ at her residence at 612 Hepburn st. Williamsport Pa. personally. So ans. H. J. Little Sheriff Lycoming Co. Pa.

Mar 3-1925. Served within copy of Bill of Complaint on Mrs James Taylor (Gertrude M. Taylor) within named by handing to her a true & attested copy of within writ at her residence at 612 Hepburn st. Williamsport Pa. personally. So ans. H. J. Little Sheriff Lycoming Co. Penna.

Mar 7-1925. Served within Bill of Complaint and Order personally upon John E. Reeser and Myron D. Reeser defendants by delivering to each of them a true copy of same at their usual place of abode 174 Irvington ave. South Orange, New Jersey. Harry B. O'Connell Sheriff. by Wm J. Tumbo Special Deputy.

Now, Mar-12-1925. Bill of Complaint on Laura L. Bilger, Lodemia B. Zeitler, & Mae Bilger, by handing to each of them personally a true & attested copy of the Bill of Complaint & making known to them the contents. So Answers, William G. Andrews. Shff. of Lawrence Co.,

Now, Mar. 23, 1925, service of the within Bill of Complaint with printed Notice endorsed thereon, & Court Order made as follows:—

Personal service on Reuben G. Bilger, Minerva Gray & John Broome, by handing to each of them, personally, a true & attested printed copy of the Bill of Complaint with printed Notice endorsed thereon, & making known unto them the contents thereof.

Service of the within Bill of Complaint with notice endorsed thereon accepted by Anna B. Broome, Alyce E. Broome, & Oscar M. Bilger, as by acceptances of service attached hereto. Service accepted by Brookville Title & Trust Co, Guardians of Henry Broome & Walter Broome, Jr., as per acceptance of service attached hereto.

Personal service of within Bill of Complaint with printed Notice endorsed thereon, & Court Order, made on Mrs. James Taylor, 612 Hepburn St., Williamsport, Pa., by deputizing Sheriff of Lycoming Co., whose return of service is attached hereto. Service made on Laura L. Bilger, Lodemia B. Zeitler & Mae Bilger, all of 456 Neshannock Ave., New Castle, Pa., by deputizing Shff. of Lawrence Co., whose return of service is attached hereto. Personal service made on John E. Reeser & Myron D. Reeser, 174 Irvington Ave, South Orange, N. J. whose return of service is attached hereto, all of which is made a part of this return. So Answers, Thos. J. Lovell, Sheriff.

Mar-24-1925. By paper filed Bell, Boulton & Forsyth enter their appearance for J. W. Reeser, Myron B. Reeser, Mrs. Gertrude M. Taylor, Reuben G. Bilger, Minerva Gray, Laura Bilger, Oscar M. Bilger & Mae Bilger.

Decree:- Now, April 23-1925, this cause coming on to be heard, and it appearing to the Court that the bill of complaint has been duly served, & that the time for appearance by the defendants has fully expired, and that no appearance has been entered, on motion of counsel for the Plaintiffs, it is decreed that the bill of complaint be, & the same is hereby, taken as confessed by the defendants; and it is further decreed that partition be made of the lands mentioned in the bill of complaint among the parties therein mentioned, in proportion to their respective interests therein, under the laws of this Commonwealth, prescribing the manner in which lands and tenements not disposed of by will, shall be divided. And the cause is referred to W. A. Hagerty, Esq., as master to divide and partition the said lands into purparts, and to value the same, and to ascertain the amounts that shall be paid or charged thereon for oiveltys or

(Continued on Page 323)

continued from Page 299. No. 2 December T. 1924. A. C. Guth vs. M. J. McMahon.

Order:- And now, March 10, 1925, by agreement of counsel for Plaintiff and counsel for Defendant, this case is submitted to W. Elbridge Brown, Esq., as Referee, under the provisions of Rule 63, of the Rules of Equity Practice of the Supreme Court. The said Referee to take the testimony and to state any account to which he may find the Plaintiff to be entitled to have.

It is also ordered that in pursuance of said agreement of counsel that all costs of this cause shall be paid out of the corpus of any fund which is the subject of any accounting.

At the time of this order it is expressly noted, as per affidavit filed, that D. L. Taylor of Brookville, Pennsylvania, is a material witness for the Defendant, and is now abroad, and that no service of subpoena can be made upon him; therefore it is further ordered that the testimony to be taken by the Referee in this case shall not be closed until the return of the said witness, D. L. Taylor, unless otherwise ordered by this Court.

By the Court; A. R. Chase, P. J.

Mar 24-1925. By paper filed W. Elbridge Brown, hereby accepts appointment as Referee; being appointed by Order of Court dated the 10th day of March A. D. 1925, under the provisions of Rule 63, etc.,

March 24-1925. Referee's Notice of Hearing filed.

March 24-1925. W. Elbridge Brown, Referee, in accordance with Rule 63 of the Rules of Equity Practice of Supreme Court of Penna, etc., has fixed Monday April 6, 1925, at the Court House in the Boro of Clearfield, County of Clearfield, & state of Penna, & 9:00 o'clock A. M. of that day as the time & place for attending to the duties of his appointment; at which time & place Plff. & Deft. may attend with counsel & witnesses & be heard.

Now, Mar. 24-1925. copy of the within notice received & service accepted.
Bell & Brockbank, Attys. for Plff.
L. E. Boyer, Hartswick, Arnold & Platt, Attys. for Deft.

June 8-1925. Notice of hearing filed.

Take notice that the undersigned, referee appointed, has fixed Monday June 22, 1925 at his office in the Boro of Clearfield, County of Clearfield, & state of Penna, at 9 o'clock A. M. on that day, as the time & place for holding the adjourned hearing in said matter; at which time & place you may attend with your counsel & witnesses & be heard. W. Elbridge Brown, Referee.

June 8-1925. Service accepted. L. E. Boyer, Hartswick, Arnold & Platt, Attys. for Deft.

June 8-1925. Service accepted. Bell, Boulton & Forsyth, Attys. for Plff.

June 29. 1925 Settlement filed and upon the payment of the costs the prothonotary is authorized to mark the above case settled and discontinued

Aug 6. 1925 Referee's report filed

Contd from Page 313 No 1 May T. 1925 Mountel vs Beccaria-Clearfield Coal Co

"D" seams of Coal on Bailey lands (formerly property of Blue Run Coal Company) Acreage doubtful. Deed of record.
Right-of-way.--25 feet wide, 1500 feet long. from Johnson surface Deed of Record. Cost $1000.00 Balance payable thereon - $350.00. with interest from Jan 18, 1925.
82 Acres of Sherwood surface. Cost $2000.00 Balance due $1000.00 evidenced by mortgage of record. Deed of record.
4 Acres Bell land. Cost $300.00 Deed of Record. Located on this land is mine trestle and railroad siding. Fairbank Scales five ton capacity installed on trestle. Railroad siding approximately 1200 feet long located on right of way of N.Y.C and H.R.R. and Bell tract.
Lease from A. L. Hagerty of eighty two acres, and covering both the "E" and "D" seams of Coal.--estimated twenty acres of "E" Coal--not opened -- and sixty acres of Coal on "D" seam. "D" Coal averages 31" in heighth. Royalty -15¢ per ton, minimum-five thousand tons first year, ten thousand tons thereafter. Terms of lease - 20 years from aug 1, 1924 Lease of record.
Lease from Thomas Lochrie on 473 acres covering all seams of Coal until exhaustion. Estimated 50 acres of "E" Coal-not prospected. Estimated 200 acres of "D" coal. average thickness 31 inches. Royalty 25¢ per ton. minimum-fifteen thousand tons first year; thirty thousand tons second year; Seventy-five thousand (75,000) tons thereafter. Lease of Record
Order of Court. Now 16th day of March. A.D. 1925. upon consideration of the matters in the subjoined petition contained. John A. Kelley. and Clifford McClure of the estate and effects of Beccaria-Clearfield Coal Company in the custody of Clearfield National Bank and John C. Forsyth, Receivers.
By the Court. A.R. Chase. P.J.
May 12. 1925 Petition for Authority to proceed with execution levy and Sale of property filed.
Now May 12. 1925 service of within petition accepted by copy by Bell, Boulton + Forsyth. attys. for Pltff
Now May 1925 labor Claimants are authorized and permitted to proceed with execution, levy and sale upon their Judgments. By the Court. A. R. Chase. P.J.
See assignee + Receivers Docket A. Page 322. for Inventory and Appraisement
June 10. 1925 Petition to stay sale filed
Now. June 10. 1925 Petition having been considered, and objections made to the same by the labor claimant that continuation would jeopardize their interest the motion for same is refused. By the Court, A. R. Chase. P.J.
August 31-1925. Petition of the Clearfield National Bank and John C. Forsyth, Receivers of the above named company for permission to sell filed.
Now, this 31st. day of August 1925, the within petition having been read + considered it is ordered + decreed that John C. Forsyth + the Clearfield National Bank, Receivers of the Beccaria-Clearfield Coal Co., offer at public sale the remaining assets of the Beccaria-Clearfield Coal Co, after giving due notice of the same by publication in at least one newspaper once a week for a period of four weeks, on such terms of payment as the Receivers deem advisable. The sale to be made subject to the lien of the mortgage
(Continued on Page 333).

Continued from page 316, #3 May Term 1925 H. B. Scovell et al vs. W. A. Miller et al

Mar 23-1925. Objection to Defendants Answer Motion for Judgt & Decree filed;
Mar 23-1925. Service Accepted for Defendant by Reverend & Chase Def'ts Atty;

Order of Court: Now June 13, 1925 by and with the Consent of Counsel for the defendants the Court decrees hereby the dissolution of the Surveyor Supply Co. a partnership and appoints J. H. Crissman Receiver thereof for the purpose of winding of the affairs of said partnership and distribute its assets said Receiver to take immediate possession of all the property assets and rights of the Surveyor Supply Co. a partnership with full power under proper direction of this Court to sell and dispose of the same.

That all partners of the Surveyor Supply Co., to-wit; W B. J. F. Weaver. A. B Weaver. W. A Miller. H B Powell, Bessie E. Betts Susan C. Porter. Robert L. Porter. Mary L. Porter. Ruth Porter. Margarite Porter. Fred W. Porter. Susan Porter. Elizabeth P. Blake. Frances Porter Palmer. Harry P. Porter and Sarah Porter. as well as all other persons acting for them or on their behalf, be and are hereby restrained from having receiving or in any wise disposing of the assets and property of the Surveyor Supply Co. a partnership and be and are hereby or in any wise disposing of the assets and property of the Surveyor Supply Co. a partnership and be and are hereby further enjoined and restrained from contracting any bills or indebtedness of any kind for or against said partnership Bond now fixed in the sum of $10.000 the said Receiver to give such further bond as the Court may at any time hereafter direct. By the Court. A. R. Chase. P. J.

Order of Court: And Now June 13, 1925. the Court having decreed the dissolution of the Surveyor Supply Co., a partnership and having appointed J. H. Crissman Receiver for the purpose of winding up the affairs of said partnership, does at the suggestion of Counsel for Plff and Counsel for Defts. hereby appoint Charles A. Kile and W. E. Gilleland appraiser of the property assets and rights of the Surveyor Supply Co. a partnership to act conjointly with who is now and hereby appointed at the instance of this Court to act as appraiser for the said purposes who shall immediately inventory and appraise all the assets which shall or may come into the possession of the said receiver. Compensation to be hereafter fixed By the Court A. R. Chase. P. J.

June 15. 1925 Bond filed in the sum of $10.000 with P. T. Davis. Louis Shapiro and A. W. Lee as Surety.
Now June 15. 1925 Bond approved by the Court. A. R. Chase. P. J.
June 15. 1925 Oath of appraisers filed
July 13-1925. Report of Appraisers filed. (In Testimony Drawer).
July 16. 1925 Supplemental appraisement filed
Sept. 25 1925 Petition of J. H. Crissman. Receiver filed

Decree Now. this 25th day of Sept. 1925 the within petition having been presented to and read and considered by the Court. and it appearing to the Court that it is to the advantage of all parties Concerned that the prayer thereof should be granted. now therefore it is ordered and decreed that J. H. Crissman. Receiver. shall upon the receipt of the sum of One Dollar lawful money of the United States by good and sufficient deed transfer to H. B. Powell and Bessie Betts

Continued on Page 350

continued from Page 319. No. 2 May Term. 1925.

which shall be paid or secured to the parties to whom no purparts can be allotted; and after such partition and valuation, to award and allot the said purparts to and among the parties entitled, together with the sum to be charged thereon and payable as and for cwelty of partition; and if said lands cannot conveniently be divided into as many purparts as there are parties entitled, to award and allot the amount or sum to be paid or secured to them respectively, and the times when such payments shall be made, and the purparts out of which the same shall be payable, and if said lands cannot be divided without prejudice to or spoiling the whole, then to value & appraise the same. The master to give the like notice to the parties in interest, as is required in proceedings at law for partition, and to make report on the second Monday of June 1925.

By the Court; A. L. Chase, P. J.

Apr 23-1925. Order certified to master.

June 26 1925 By paper filed the death of Reuben G. Bilger is suggested of record and service of Bill of Complaint & Notice thereon is directed to be made by the Shff on L. H. Bilger, admr. & L. H. Bilger & Geo M. Bilger, two brothers of said decedent, who, with all of the other parties named in said Bill, acquire title to the interest of said Reuben G. Bilger in the premises.

June 26. 1925 above notice certified to Shff Lowell

Now June 26. 1925 served the Bill of Complaint and notice endorsed thereon, on Geo M. Bilger, L. H. Bilger & L. H. Bilger admr. of Reuben G. Bilger, by handing to each a true and attested copy of said Bill of Complaint & the notice endorsed thereon, personally, as within I am Commanded So Ans Thos J. Lowell Shff

July 20 1925 Masters Report filed as follows:

To the Hon. The Judge of said Court:

The Master appointed on the 23" day of April, 1925, by your Hon. Court to make partition of the real estate in Plffs bill described, respectfully reports:

Masters Report. That having given due notice of the time & place of meeting for the purpose of this appointment, to be held on the premises, on the 5th day of June, 1925, at 10:00 o' clock A. M. he was then & there attended by Walter Welch, representing the Plff in said Bill, none of the other parties in interest were present: that subsequent meetings were held by adjournment on June 26th and July 3, 1925 at the office of said Master.

The Master further reports that the real estate which is the subject of this partition consists of seven pieces or parcels of land, situate in Bloom and Penn Twp. in said County of Clearfield and State of Penna.

From the testimony taken before your Master as well as his personal view of the premises he has divided the property into six purparts and has fixed the valuation of said realty as hereinbefore set forth. The improvements consists of a house and barn located on the piece of land conveyed by Samuel Irvin to Jacob Bilger, by Deed

Purpart No 1. Consisting of the Jacob Bilger farm, known as the Samuel Irvin tract and supposed to contain 120 acres, in Bloom Twp. which James Mahaffey Shff by Deed Dated Mar 18, 1880 and recorded in Deed Book "15" Page 474 Conveyed to said Jacob Bilger and 15 acres 119 perches, 9 acres 53 perches,

Contd on Page 337

May Term 1925.

W. Wallace Smith.	F. Carlton Mahaffey		Apr, 22, 1925. Bill in Equity filed.
			To the Honorable A. R. Chase, Pres. Judge of
			said Court:-
Apr 22	4		F. Carlton Mahaffey of the Boro. of Mahaffey
			Clearfield Co, Penna, brings this his Bill
			agdinst Don G. Mahaffey, also of said
	Don G. Mahaffey		Boro, & thereupon complains & says:-
			The plaintiff and the defendant are the
Pro.	Ralston by Atty.	2.50	owners as tenants in common of the following
"	"	.50	described real estate:- All that certain parcel
Shff.	Lowell.	2.20	or tract of land situate in Bell Twp, Clfd. Co,
			Penna, bounded & described as follows:-
			Beginning at a post corner of Eliza Cameron's
			land & on line of D. Kauffman; thence by
July 17 1928 Recd of Reff Atty			land of said D. Kauffman & purpart No. 4 of
Costs:- Pro. 5.0 Shff Lowell 2.20			Robert Mahaffey Estate N. 37° 36' W. three
Total Recd 2.70			hundred seventy (370) perches to Susquehanna
Geo W. Ralston Pro			River; thence up the South side of the said
			river the various courses and distances
			208 perches more or less to East side of
			channel of said river at the island; thence
			by the East side of channel along East side
			of said island 107 perches more or less
			to the main channel of the river aforesaid
			at upper end of said island; thence up
			the East bank of said river seven perches
			more or less to right of way of Pittsburgh &
			Eastern Railroad; thence by said right of
			way N. 38° 39' E. 10 perches more or less to
			West side of road leading from Mahaffey Boro, to
			Old Homestead Buildings; thence by said road
			in a Southeasterly direction 12 perches more
			or less to Eastern line of right of way of
			New York Central & Hudson River Railroad;
			thence by said right of way line S. 6° 9' W.
			9 perches more or less to point on said
			right of way where line forming North boundary
			of most Northerly lot of Robert Mahaffey
			heirs on East side if extended to said right
			of way intersects said right of way; thence by
			purpart 18 crossing street and by North line
			of lot aforesaid near spring and crossing a
			fifteen foot alley S. 87 58' E. 12.91 perches to
			post at East side of said alley; thence, by said
			alley, the East side of which is in part the
			Boro line S. 2° 2' W. 49.09 perches to point on
			East side of said alley opposite Southeast corner
			of Lutheran church lot; thence following the Boro.
			line across a street S. 69° E. three perches to
			post at East side of alley aforesaid; thence by
			said alley S. 19° 18' E. 15.3 perches more or
			less to corner of school lot; thence by school
			lot (last purchase) N. 70° 42' E. 6.67 perches to
			post; thence by said school lot S. 19° E.
			12.12 perches to post; thence by the same

S. 70°42' W. 6.1 perches to corner of said school lot at alley aforesaid; thence by said alley S. 19° 18' E. 6 perches; thence by same S. 22½° E. 38.5 perches; thence by same S. 4½° E. 19.6 perches more or less to point where the Eastern side of alley intersects line formerly George Kauffman land; thence by land formerly George Kauffman N. 47½° E. 71 perches to post and stones; thence by same S. 44° E. 16.8 perches to post; thence by land formerly John Baker's N. 45° 31' E. 79.6 perches to post; thence by same S. 49° 19' E. 50.8 perches to post; thence by the same S. 43° 29' W. 80.7 perches to post; thence by land formerly George Kauffman's aforesaid S. 44° E. 86.5 perches to post corner of land of Eliza Cameron; thence by land of said Eliza Cameron N. 54° 45' E. 178 perches to post and place of beginning. Containing 463 Acres and 25 perches, and being part of Caleb Way, John Way and Henry Keple Surveys.

Reserving Therefrom however right of way of Pittsburgh & Eastern Railroad containing about 4½ acres; reserving also about 10 acres original right of way of N. Y. C. & H. R. Railroad and one acre later purchase; reserving also lot sold by Executors of Robert Mahaffey, deceased to J. K. Mosser & Co., by deed recorded in Deed 158, page 159; reserving also rights of Mahaffey Coal & Coke Co., obtained by lease recorded at Clearfield, Pa., in Miscellaneous Book S, page 271; reserving also rights of New York central & Hudson River Railroad to water rights and pipe line to water tank through said tract.

Reserving Also all the coal in, under and upon the said land, together with the right to enter at will on any part thereof and explore for, dig, mine, remove and carry away all the said coal, and to build such railroads, dumps, chutes, and make such openings and other improvements thereon as are necessary for the successful mining, shipping & transporting of coal, without any liability for damages to the surface of said land therefor, or for removing all the coal including the pillars & all supports to the surface; with the further right to transport coal through said land on surface or underground, from any other land of the Robert Mahaffey heirs South of the Susquehanna River and Chest Creek; said coal & the rights appurtenant thereto having been reserved in the conveyance from the Robert Mahaffey heirs to K. F. Mahaffey, dated April 30, 1908, recorded in Deed Book 170, page 519.

Reserving Also, all the one-half interest in the oil and gas and all other minerals, except the coal, in, under and upon said land, together with the right of ingress, egress and regress to prospect for, drill, mine, remove and transport any or all of said oil, gas, or other minerals, and the right to build such roads, railroads, tramroads, aerial ways, pipe lines, and to make such openings, dumps, structures & improvements whatsoever upon said lands for the purpose of drilling, mining and removing the same, and the right to transport other minerals, oil and gas from adjoining or adjacent properties through or over said premises, which may be mined or removed in connection with the minerals, oil or gas upon said premises; without any liability whatsoever for damages by reason of the drilling, mining and removing said oil, gas and other minerals by reason of any damage to the surface or any buildings or structures thereon, or to the streams or waters which may be thereon or therunder, caused by the removal of such minerals, oil

(continued on next page)

and gas and the said one-half interest and rights incident thereto being owned by H. B. Mahaffey.

exercise of the privileges appurtenant thereto;

Together with the right to the free use of the water now conducted to the residence on the premises above described from the reservoir on the lands known as the Old Homestead without liability for payment for the use thereof, other than the expense already incurred in tapping the line, said Old Homestead property being now owned by H. B. Mahaffey.

Said premises, inter alia, having been conveyed by the heirs of Robert Mahaffey to H. B. Mahaffey & K. F. Mahaffey by deed dated April 20-1908, recorded in Deed Book 170, page 528, and the same having been conveyed by H. B. Mahaffey to Don G. Mahaffey & F. Carlton Mahaffey by deed dated March 27-1925, recently recorded in Clearfield County.

That the plaintiff and defendant are also owners as tenants in common of all the coal on what is known as the "Old Place" formerly of the Robert Mahaffey Estate, being the same land described in paragraph (1) hereof containing 463 acres, 25 perches; together with the mining rights and releases of damages pertaining thereto.

Excepting and reserving, however, one vein of said coal, known as the Moshannon vein, which has heretofore been sold to the M. & N. Coal Company & for which a deed has been executed to the said M. & N. Coal Co., by Don G. Mahaffey and F. Carlton Mahaffey, said deed being dated September 3, 1923, and recorded in Clearfield County in Deed Book 272, page 219.

Being the same coal which was conveyed to Don G. Mahaffey & F. Carlton Mahaffey by H. B. Powell & F. Cortez Bell, Trustees, in the partition of the Robert Mahaffey Estate by deed dated Sept. — 1923, recorded in Clearfield County in Deed Book 270, page 465.

That the plaintiff and defendant are also the owners as tenants in common of the following described real estate:- All the coal lying in and under that certain tract of land situate in Bell Twp., Clfd. Co., Penna., bounded & described as follows:- Beginning at a stone on corner of land formerly of George Kauffman and Robert Mahaffey; thence N. 42½° E. 80 perches to post; thence S. 47½° W. 51½ perches to post; thence S. 42½° W. 80 perches to post; thence N. 47½° E. 51¼ perches to stone and place of beginning. Containing 25 acres and 100 perches.

Together with the right of ingress, egress and regress, with the privilege of erecting air flumes and all necessary privileges for mining and carrying away the same, and all other mining rights and privileges which the parties may have with reference to said coal.

Being the property known as the John Baker property, title to which became vested in Robert Mahaffey by deed of James Mahaffey, Sheriff, March 22-1882, recorded in Deed Book 22, page 349, and the coal underwhich, together with the mining rights, was reserved by the said Robert Mahaffey in the deed to Anna Griffith, dated May 16-1891, recorded in Clearfield County in Deed Book 64, page 195, and the said coal & mining rights having

been awarded to Don G. Mahaffey & F. Carlton Mahaffey by the Orphan's Court of Clearfield County in the partition proceedings in the estate of Robert Mahaffey, by Decree dated March 31- 1922 and the decree supplemental thedeto.

That the plaintiff and defendant are tenants in common also of the following described real estate i All the coal lying and being in and under that certain tract situate in the Twp. of Bell, County of Clfd, & state of Penna, beginning at a post & corner of land formerly of Robert Mahaffey and on line of land now or formerly of Clemdon D. Miller i thence along land of said Miller S. 65° W. 39 perches to gum (now down) i thence along land of said Miller S. 52½° W. 63 perches to post at the corner of land of said Miller i thence along land of John H. Seyler S. 25° E. 48 perches to a sugar i thence along other lands of said Seyler N. 59° E. 83½ perches to a post on line of said Robert Mahaffey i thence along said Robert Mahaffey lands N. 10° W. 52 perches to the place of beginning. Containing 31 acres, 87½ perches.

Together with all mining rights and privileges with reference to said coal which may be vested in the parties to this proceeding by virtue of their ownership thereof.

Being the same coal which in the partition proceeding in the Estate of Robert Mahaffey was awarded by the Orphan's Court of Clearfield County to Don G. Mahaffey & F. Carlton Mahaffey by order dated March 31-1922, being referred to as item "2" therein.

That the plaintiff and defendant are the owners as tenants in common of a certain water system consisting of a reservoir and certain pipe lines supplying various public places and dwellings in the Borough of Mahaffey, said system being located partly on the premises described in the first paragraph of this Bill and partly upon other premises.

That from May 1, 1920, or prior thereto until May 24, 1924, the plaintiff, Don. G. Mahaffey, and the defendant, F. Carlton Mahaffey, were in partnership & conducted business operations as such partnership i that the scope of said partnership business varied during the continuance of said partnership but upon the dissolution thereof said partnership business consisted of the conduct of farming upon the premises mentioned in the first paragraph hereof, the conduct of mining operations on the premises mentioned in the third paragraph hereof, the maintenance of the water system hereinbefore mentioned and other matters arising from their common ownership of property.

That the plaintiff and the defendant either as tenants in common or as tenants in partnership are, or were, the owners of a large amount of personal property located on the premises described in the first paragraph hereof and used thereon in the farming of said premises i that said personal property consisted of livestock, farm machinery and equipment, tools, farm products and supplies, and other personal property of the kind usually in and about farms and farm buildings.

Prior to January 1, 1924 certain differences and disputes arose between the parties hereto with reference to their partnership and other property matters, and the plaintiff from time to time demanded settlement of said affairs i that various efforts to settle the matters in dispute were made and that said efforts culminated

in an agreement being entered into between the plaintiff & defendant the 24th. day of May, 1924, whereby said partnership was dissolved and a settlement of their partnership and property affairs agreed upon.

Wherefore your Orator needs equitable relief and he therefore prays:-

First:- That partition be made of the several parcels of real estate herein described between the parties hereto.

Second:- That commission be issued to a master to divide and partition the several parcels of real estate herein described into purparts and to value the same, and to divide and make partition thereof between the parties hereto according to their shares of ownership therein, if the same can be divided without prejudice to the interests of said parties and without prejudice to or spoiling the whole thereof, and to ascertain the sum or sums which shall be charged or paid thereon for owelty, or which shall be paid or secured to either of the parties hereto.

Third:- That there shall be allotted to each of the parties hereto the respective share of each in the said real estate, so that the same may thereafter be held by each of them in severalty.

Fourth:- That if such partition and allotment of said real estate cannot be made without prejudice to the parties in interest, or shall be refused by them, that the said premises be sold and the proceeds thereof divided between the parties hereto according to their respective interests therein, and that for such purpose a master be appointed by the Court to make such sale and to execute and deliver a deed or deeds of conveyance for such real estate or any purparts thereof in accordance with directions to be hereafter made by your Honorable Court.

Fifth:- That the defendant be required to account to the plaintiff for all monies and personal property received by him and belonging to the parties hereto as partners or as tenants in common.

Sixth:- That a full and complete accounting be had of the transactions of said partnership beginning with May-1-1920 and extending to the date of such accounting; such accounting to include all business jointly done by the parties hereto or in which they are jointly interested.

Seventh:- That the master herein appointed be authorized to make full statement of all the accounts between the parties hereto and to require the production of all books, papers and documents, and to take such testimony as may be required for the purpose of making such statement.

Eighth:- That the said master be empowered to make division of all of the personal property jointly owned by the parties hereto between them, so that the same may thereafter be owned in severalty, or if such division cannot be made as to any part thereof, or is refused by the parties, to sell the same and convert into cash to be divided between the parties hereto in accordance with their

respective rights therein.

Ninth :- That the defendant be decreed to pay to the plaintiff any sum which upon the stating of said account shall be found to be due by the defendant to the plaintiff.

Tenth :- That the defendant be restrained from selling or otherwise disposing of any of the personal property owned by the parties hereto now in his possession, except such small items of property as may be required to be sold or otherwise disposed of in the ordinary course of business or for the preservation thereof.

Eleventh :- That the plaintiff may have such other equitable relief as to the Honorable Court shall seem appropriate in this proceeding.

And he will ever pray, etc.,

W. Wallace Smith,
Solicitor for Plaintiff.

To the Defendant within named :-

Unless you have already done so, you are hereby notified and required, within fifteen days after the service upon you of this bill in equity, to enter a written appearance, to the term and number stated hereon, in the office of the Prothonotary of the Court of Common Pleas of Clearfield County, Pennsylvania, specifying therein a person and place, within said County, where papers, process and notices may be served upon you; and within thirty days after such service you are required to make a full and complete answer, under oath, to each and every of the averments of this bill. If you fail in either respect, the bill may be taken pro confesso and a decree made against you in your absence. W. Wallace Smith, Solicitor.

Served the within Bill in Equity together with the notice endorsed thereon, April 23, 1925, on the within named defendant, Don G. Mahaffey, personally by handing to him a true and attested printed copy thereof, and by making known to him the contents thereof.

So Answers, Thos. J. Lowell, Sheriff.

July 17, 1928. The above case discontinued.
W. Wallace Smith
Attorney for Plaintiff.

Attest:
Geo. W. Ralston Pro.

Sept Term 1925

M. Ward Fleming — Annie Pirow

June 30, 1925 Bill in Equity filed.

To the Honorable A. R. Chase, President Judge of said Court:

June 30 — 1

Your orator complains & says:

That your orator is the lawful wife of the said George Pirow, defendant.

George Pirow

That your orator is the mother of two small Children to the said George Pirow, defendant, and said Children are now residing with their mother, your orator, at Hawk Run, Clearfield County, Penna., which place is the last known residence of the said defendant, George Pirow.

That the said Deft, George Pirow, without reasonable cause, has deserted your orator and his two small Children as aforesaid and his present whereabouts are unknown after careful investigation by your orator.

That your orator is entirely without funds or means to provide for herself and her two small Children as aforesaid.

That your orator and her husband, the defendant, George Pirow, are the joint holders of Savings Account No. 9889 in the Moshannon National Bank of Philipsburg, Pa. in the approximate amount of $767.55 and by reason of the fact that the said Deft George Pirow has absconded with the pass book in his possession, and further by reason of a notation made at the time of the opening of the said account providing that no funds be paid from the said account unless both your orator & the said Deft. George Pirow be present, your orator is unable to obtain any of the said funds to provide for her maintenance and for the maintenance of her two Children and is now destitute and about to become a public charge upon the County of Clearfield.

That your orator desires to invoke the provisions of the Act of May 23rd 1907 P. L. 227 as amended by the Act of July 21st 1913 P. L. 867 and to thereby obtain possession of the moneys aforesaid and thus prevent herself and her two Childrens from becoming public charges upon the said County of Clearfield.

Wherefore the Plff prays:

That your Honorable Court make a decree authorizing and directing the Moshannon National Bank of Philipsburg, Pa. to pay to your orator for her support and for the support & maintenance of her two minor Children such moneys as may appear to be in Savings Account No. 9889 in said bank.

Prothy 7-10-25 By atty 2 50
" 50
50
Shff Lowell by atty 4.25
" " Adv. by Atty 19.50
Sro 1.50
.50
.25
2775

Aug 23-1927 Rec'd of Pff atty
Cost Prothy $2.00 Geo W Ralston Bro

That service of this bill in equity be directed to be had upon the said defendant, George Pirow, in the manner prescribed by the act of April 6, 1859, being an act entitled "An act to authorize the execution of process in certain cases in equity, concerning property within the Jurisdiction of the Court.

And that the Plff may have such other and further relief as the nature of the case may require Annie Pirow

Preliminary Decree; And Now, June 28, 1925 it is ordered and decreed that service of the foregoing bill be made upon George Pirow, the defendant therein named, by publishing a statement of the substance and object of the said bill, whereon this order is founded, together with a copy of this order in the Clearfield Progress a newspaper of general circulation printed and published within the County of Clearfield, once a week for six successive weeks. By the Court. A. R. Chase. P. J.

Now, August 7, 1925, served the within Bill in Equity on the within-named defendant, George Pirow, by publishing a statement of the substance and object of said Bill, together with copy of Order and Decree, in the Clearfield Progress, a newspaper of general circulation printed and published in the County of Clearfield, once a week for six successive weeks prior to the date of this return, and I hereby attach the proof of publication.

So Answers, Thos. J. Lowell, Sheriff.

Final Decree: And now, Aug. 20, 1925 due proof of the publication directed by former order of this Court having been made and the Defh. not appearing, it is upon consideration by the Court, ordered and decreed that Savings account No. 9889 in The Moshannon National Bank of Philipsburg, Pa. be paid to the said Annie Pirow for the support and maintenance of herself and of her two children as prayed for. the costs of this proceedings to be first paid from said funds. By the Court. A. R. Chase P. J.

Contd from Page 318 No 1 Dec T. 1924 Herman S. Nale vs George A. Nale

July 8. 1925 Report of Master & recommendation of public sale. and acceptance of service by attorneys representing all the parties filed

Order of Court: Now. July 11. 1925. the within petition read and considered and it is ordered that the Master proceed to sell in accordance with the law and rules of Court in such cases provided
By the Court. A. R. Chase P. J.

April 6. 1926 Proofs of publication of Du Bois Courier & Du Bois Daily Express filed

Apr 14. 1926 Proof of posting of hand bills filed

May 3. 1926 Masters Report filed

Master Report The Master appointed by the said Court in the above cause respectfully reports:

That in pursuance of the order of Sale made by your Hon Court your Master did after giving due and legal notice of the time and place of the Sale by advertisement in The Du Bois Courier and The Du Bois Daily Express. proofs of publcatoon in said Newspapers being filed among the records in the Case. and by posted Hand Bills. proofs of posting being filed among the records in this case. said newspaper advertisement & posting of Hand Bills being in accordance with the Law and Pratice of Sales in partition in Equity. expose the propty described in said order to public Sale through M. B. Goff. Auctioneer. at 1.30 P M on Saturday April 10. 1926. at the corner of Long Ave and Brady St. City of Du Bois Penna. and then and there sold the said property described in said order of Sale to Geo. H. Kitchener and Margaret Kitchener. his wife for One Thousand Three Hundred and Seventy five (1.375.00) Dollars

The above named purchasers were the highest and best bidder therefor. and the above stated sum was the highest and best price bidden for the said property

All of which is submitted for the approval & confirmation of the Court. Leo R. Brockbank. Master

Decree And Now. 3rd day of May. 1926. the Court having read and considered the return to the order of sale on motion of Singleton Bell. attorney for Master it is ordered and decreed that the sale set forth in said return be. and the same is hereby ratified and confirmed. and that the Master upon entering security and receipt of the purchase money execute and deliver to the purchasers. as set forth in the said return deed of conveyance in fee simple. and thereupon the said premises shall be and remain firm and stable to the said purchaser. and it is also ordered before any deed shall be executed and before the purchase-money shall be received by said Master. he shall enter into a bond to the Commonwealth of Pennsylvania to the use of the parties in interest in the sum of Two Thousand Seven Hundred and Fifty ($2.750.00) Dollars. conditioned for the faithful application of the proceeds of said sale. And it is further ordered that the said Master shall make distribution of the proceeds of the sale among the several parties entitled thereto. and shall duly report the same to the Court for approval and confirmation

Contd. on Page 345

By the Court. A. R. Chase P. J.

May 3. 1926 Bond filed and approved By the Court A. R. Chase P. J.

ontinued from Page 321, No. 1 May Term 1925: Leo. Montel vs. Beccaria-Clearfield Coal Co.

from Leo. Montel to James Sherwood recorded in Mortgage Book 67 at page 234. By the Court, A. R. Chase, P. J.

All that certain tract of land situate in Glen Hope, Clearfield Co., Pa, bounded & described as follows to wit:-

Beginning at a post in the public road leading to Madera; thence North 49½° East 22 perches to post; thence North 44¾° West 506 ft. to a post; thence South 45° West 160 feet to a post; thence North 44¾ 187 ft. to post; thence South 45° West 36½ ft. to a post; thence North 45° west 87½ ft. to post; thence North 38° west 258 ft. to a post on Pine St.; thence south 56½° west 193 ft. to a post; thence North 43½° west 86 perches to a white oak (down); thence North 20° east 50 perches to a post; thence North 85° east 113 perches to stone heap; thence south 33° east 54 7/10 perches to a post; thence south 75° east 33 7/10 perches to a post; thence south 15° east 91 perches to a post in public road; thence up said road south 67° west 57 5/10 perches to the place of beginning, containing 88 acres and 113 perches and allowances.

Excepting and reserving, however, from and out of said tract Lot 4 in said Boro. of Glen Hope, sold to the Dunkard Church, Lots 6 & 7 also a small lot along the public road containing (including portion taken for roadway) about three-fourths of an acre.

Also excepting the coal in, upon and under said tract of land with the right to take, remove and operate the same; also all the standing timber upon the land subject to such rights as are held thereunto by Wm. Wemple and Neill under agreement; and a certain right-of-way for a roadway over the land given by James Sherwood to Earl Sloppy and O. W. Welty.

Also one other tract of land lying and being in the Boro of Glen Hope, Clfd. Co, Pa, bounded & described as follows:-

Beginning at the corner post situate on the south side edge of the Highway from Glen Hope to Madera at a point where it forms the corner angle of the road with the limit of property between F. D. & Ella Bell, and Stell Wright on the east, thence running south 270 ft, following the line of said limit to another corner angle post, thence running west 305 ft. to a point on the West side of drain ditch at the intersection of a perpendicular line, to 270 feet from the South side line of the Highway, thence following the west line of the drain ditch Northwest 33 ft. to the point of intersection of the west side line of a small draining culvert under the Highway with the southerly side line of said Highway thence running east 623 ft. following the south side line of the Highway to the point of beginning. Containing 2 6/10 acres.

Reserving, however, all the coal lying in and under said parcel of land, being the same premises which David F. Bell and Ella Bell, his wife, by deed dated the 20th day of October, 1920, and intended to be recorded, granted & conveyed unto Leo Montel, above named grantor.

First:- Beginning at the railroads right of way line and taking the Eastern limit of properties between Bells & Wrights properties from the northern line of the right of way of the New York Central Railroad, to a corner marked by a dead white oak stump; thence west 250 feet along the line south 85° east, dividing Bells & Wrights properties; thence by a line south to the right of way of the Railroad parallel with the above described southern line; thence East following the Northern line of the railroad right of way to the point of beginning.

(continued on Page 341).

Sept Term 1925

Peuty & Peuty — Borough of Falls Creek a municipal corporation — 2

Township of Sandy a municipal Corporation

Pro 8/28/25 By Atty. 2.50
.50
Mary E. Finley 5.00
Francis Jeffries 15.00
P. S. Heberling 10.00
A. M. Simmons 5.00
L. E. Boyer 100.00
Pro Ralston 6.00
12-30 Pro Atty Mandamus, 2.00
" .50
.50
Shff Smith 5.00
152.00

May 23. 1934 Reid of
E. A. Allshouse Costs Shff 5.00
Pro 9.50 Total Rec 14.50
W. R. Gallagher Pro

July 20. 1925 Bill in Equity filed

To the Hon. the Judge of the above named Court:

Your orator complaining says:

Your orator is a municipal corporation organized under the General Boro Laws of the State of Penna. in the County of Jefferson in said State and was organized as a Boro on the day of as will appear by the records of the said Court of Jefferson County and is and has had a regularly organized Council with all of the Boro officers required by law.

The Twp of Sandy was organized as a township on the day of 1850. existing in the County of Clearfield for all intents and purposes and has operated as such township with its regularly constituted Board of Supervisors and School Directors and other municipal officers, as provided by the laws of this Couth.

The plff the Boro of Falls Creek is located on the division line between the Co. of Clearfield & the Co of Jefferson which said line extends from the West easterly and forms the southern boundary line of the said Boro. of Falls Creek in the said Co of Jefferson and the northern line of the said Twp of Sandy.

Prior to the 15th day of Sept. 1924. a majority in number of the property owners in that certain territory situate in the Twp of Sandy in the Co. of Clearfield along the division line between the Twp of Sandy in the said Co. of Clearfield & the Boro. of Falls Creek in the said Co. of Clearfield & the Boro. of Falls Creek in the said Co. of Jefferson presented their petition, under the laws of this Couth for the purpose of having a certain territory or part of said Twp of Sandy in the Co. of Clfd. along the said division line annexed to the Boro of Falls Creek in the said Co. of Jefferson for Boro & School purposes, as provided by law, which territory containing the said property owners is described as follows, to wit

Beging at a post on the line between the Counties of Jefferson & Clearfield where the right of way of the Pennsylvania Railroad cuts said County line and at a point south of Osborne St. & being the eastern line of the Boro of Falls Creek. thence along the line between Clfd and Jefferson Counties and the eastern line of the said Boro of

Contd from Page 334

Falls Creek North 23° 22' East 1665 feet to a post on right of way of B. R + P. Railroad: thence along right of way of B. R + P Railroad South 360 feet to a post: thence still by said railroad South 30° 12' east 890 feet to a post at right of way line of Penna. railroad: thence by right of way line of Penna railroad in a westerly direction 1380 feet to line of Clearfield County and Jefferson County the place of beginning.

Which said petition so presented to the Boro council of the Boro. of Falls creek was so proceeded on by the said Boro Council that on the 15th day of Sept. 1924 an ordinance was duly enacted, as provided by law, annexing the said territory described in said petition, as above set forth which said ordinance was duly approved by the Chief Burgess of said Boro on the 14 of Nov 1924 & recorded in Ordinance Book of the said Boro of Falls creek, in Vol No 1. In pursuance of said ordinance a map was duly made showing the territory annexed, as well as the territory of the Boro of Falls Creek and with said ordinance attached thereto, was filed in the Court of Quarter ss of Co. of Clfd. on the 27th day of Dec. 1924 to # 14 Feb ss 1925 & which ordinance & map so recorded are hereby referred to and made a part of this Bill

Your orator therefore prays your Honorable Court for relief

To appoint a master to determine the extent of territory annexed by the said Boro. of Falls Creek to it for Boro. purposes as aforesaid & the assessed value thereof, and to ascertain the amount of existing debt of the Twp of Sandy for both school & road purposes, as provided by law.

That the said master ascertain and set out in a report of this Court the proportionate part of the said debt which the Boro of Falls Creek is entitled to pay for the territory annexed, and the proportion of road debt & school debt which the said Boro of Falls Creek is entitled to pay to the road district of school Dist of Twp of Sandy, under the laws of the County of Penna for and by reason of the territory annexed.

That your Honorable Court make such order as to the payment of this debt as to the Court may seem right and just as between the two districts.

Such further and other equitable relief as your orator may be entitled to. Boro. of Falls Creek H. J. Frick. Chief Burgess W. E. De Laney Pres. of Council Charles Brian Secty of Council July 10, 1925 service accepted of the within Bill in Equity by Jerry Brown Secty Boadd of Supervisors Sandy Twp

Order 20th day of July, 1925: the within Bill in Equity having been duly filed presented and served and the Twp of Sandy the within Defts having requested that a Master be appointed for the purposes therein set forth, it is ordered, adjudged and decreed that Louis Boyer Esq be appointed Master to hear the evidence & consider all the questions involved between the Boro of Falls Creek of the County of Jefferson the plaintiff and the Twp of Sandy County of Clearfield the Defts and after taking into consideration the assessed value of the properties taken by the said Boro of Falls Creek & the amount of indebtedness of the said Twp of Sandy, to make a true adjustment between the Boro of Falls Creek and the Twp of Sandy both as

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No 2 Sept T. 1925 — Sept Term 1925

Boro of Falls Creek vs Twp of Sandy

to road and school taxes, and make a report thereof to the Court as provided by law. By the Court A. R Chase P.J.
July 20. 1925 Order Certified to Louis Boyer Esq
Oct 4. 1926 Masters Report filed
Oct 4. 1926 Report confirmed Ni Si, absolutely unless exceptions within five days By the Court. A. R. Chase P.J.

Total Assessed Valuation of Sandy Twp based on adjustment of tri-ennial assessment in 1923	1,152,142.00
Assessed Valuation of Area taken by Falls Creek Boro. based on above assessment	12,855.00
Percentage of assessed valuation area taken bears to entire assessed valuation	.011—
Indebtedness of Sandy Township	
Road Bond issued prior to Dec. 27. 1924	57,000.00
Interest at 5% up to Dec. 27. 1924 being 56 days	437.02
Deposit Natl Bank. Du Bois, Pa cash borrowed on note	6,000.00
Int. on above Note to Dec 27, 1924	105.00
John E. Du Bois. Du Bois Pa. Supplies & Sundries	885.26
Osborn Machine Co. Du Bois, Pa Supplies and Sundries	349.13
Johnson & Kearns. Du Bois Pa Supplies and Sundries	101.25
Hibner-Hoover Hardware Co., Du Bois Pa Supplies and Sundries	283.27
Total Indebtedness	65,160.93
Assets and property of Sandy Twp.	
Cash on Hand, including Cash to pay Interest and Coupons on Bonds	1,362.52
Due on 1924. Duplicate for General Road Fund	3,193.21
Due on 1924. Duplicate for Bonds	1,196.92
Value of Road Machinery, etc on Hand	4,216.55
Total Value of Assets and property	9,969.20
Calculation	
Total Indebtedness of the Twp as above set forth	65,160.93
Deduct Value of assets set forth	9,969.20
	55,191.73
Net Adjusted Indebtedness of Twp	
Amt. of said adjusted indebtedness Chargeable to Falls Creek Boro. is	.011—
Cr.	612.62

L. E. Boyer Master.

In accordance with the provisions of Section 15 and 16 of the Act of Assembly of May 14. 1915. P. L. 312. Chapter H. Article I. which provide, in substance, that the Master shall report the indebtedness by reason of the premises, due from the annexing municipality to the municipality whose territory is taken, together with a form of Decree adjusting such liability and further that Costs and expense of the proceeding shall be paid as the Court shall direct. the Master herewith submits the form of decree for the consideration of the Court, in manner and form following:-

Contd on Page 392

Contd from Page 323 Elizabeth W. Bilger vs Reuben G. Bilger et al
No 2 May Term 1925

12 acres 101 perches, 1 acre 58.2 perches, and 2 acres 115.2 perches, in Pike Twp. which five smaller pieces became vested in Samuel Irwin by sundry Conveyances and were included in the above mentioned Sheffs Deed to Jacob Bilger and the same included in one tract bounded and described as follows

Begning at a post in the public road near the intersection of the Cream Hill road & corner of Loretta Ellinger lot thence N.E. by the Ellinger line 17 perches, more or less, to post in the Milligan tract of Murray + Irwin: thence by said tract the following courses and distances: North 29° W. 60 perches: N. 15½° W 65 perches to a chestnut: N 27° W. 10 perches. N. 33° W 8 perches to a hemlock: N 34 perches to a birch: W 6 perches: N 63° W. 74 perches. N. 75° W 15 perches: N. 48½° W. 15.6 perches to a pine: N. 2° E. 25 perches to a hemlock: N. 40° W. 40 perches to a hemlock on original tract line: thence by Isaac Bloom along said tract line 99.8 perches to a hemlock on line of Cream Hill Road: thence by line of said road S. 38° E 47 perches to a hemlock Corner of Purpart No 2: thence South by same 125 perches, more or less, to post Corner of Purpart No. 3. thence East by same and track of Susan Thomas 80½ perches to post on old tract line: thence North by same 25 perches, more or less, to said Cream Hill Road: thence South 46° E 50 perches, more or less, to post on Ellinger lot and place of begning. Reserving and Excepting Therefrom one acre of ground sold by Samuel Irwin & wife to Amanda Bridge by Deed dated May 4 1870. and recorded in Deed Book "GG" Page 129, described as follows "Begining at a post 6 perches N. of the Erie Turnpike in Samuel Irwin's land: thence by his land and Wm Dale S. 45¾° W 20 perches to a post in line of said Samuel Irwins land: thence by same North 48° W. 12½ per to a post: thence by same North 43¾° E. to a post: thence still by same S 48° E 12½ perches to begning. Containg 1 acre and 90 perches, and being part of Wt 5781."
Your Master values at Twenty four Hundred ($2400.00) Dollars

Purpart No 2 Known as the Matilda Place property, consisting of 97 acres, and being the same premises which Matilda Place and husband by deed dated Mar 6. 1880. and recorded in Deed Book "16" Page 2. conveyed to the said Jacob Bilger, being described as follows.

Begining at a white oak stump on line of tract No 582 in name of Andrew Kris and Corner of land sold George Beatty North 21.2 perches to a hemlock on line of land of late Reed Heirs thence east by said line 75 perches to a Chestnut on the Erie Turnpike: thence along said turnpike South 38° East 47 perches to a hemlock Corner, land sold to John T. Irwin: thence by same South 125 perches to post on line of Wt 582: thence by same West 106 perches to place of begning. Containg 97 acres, out of Warrant 583.
Your Master values at Seven Hundred ($700.00) Dollars.

Purpart No 3 Consisting of two properties, one of 28 acres + 75 perches, being the same premises which Jacob Bilger and wife, by Deed Dated Sept 18. 1854. and recorded in Deed Book "O" page 767, conveyed to Jacob Bilger, Jr. described as follows:

Begining at a post: thence West 58½ perches to a post: thence by land of Jacob Bilger, Jr North 71 perches to a red oak: thence East 56 perches to a hemlock: thence north 57 perches to a Maple: thence East 13½ perches to a post: thence by lands of John

Contd on next Page

Contd from Page 337 Elizabeth N. Bilger vs Reuben S. Bilger
No 2 May T 1925

Thomas South 46 perches to a post: thence West 11 perches to a post: thence South 75 perches to beginn. containing 28 Acres 75 perches and allowance and being part of Warrant No 582. Andrew Eris.
The other containing 83 acres and 66 perches in Penn Twp. now Bloom Township and being the same premises which Joshua B. Osgood and Wm W. Thomas. by Quit Claim Deed dated July 9. 1852 recorded in Deed Book "M" Page 765. granted and conveyed to Jacob Bilger. being described as follows
Bounded by land of George B. Dale on the East: by track 583 on the North: by land sold Jacob Bilger Jr and part of track #582 on the West. and by track 5876 in name of H. Waycliff on the South.
This being the purpart on which is known as the "Bilger Rock" property which your Master values at the sum of Fifty five Hundred ($5500.00) Dollars
Excepting and reserving. However. out of the same a Right of Way for a road from a point near the sum from Purpart No 1 and 3. to the township road running through said Purpart No. 3: this reservation being made for the purpose of giving an outlet to parties purchasing Purpart No. 5

Purpart No. 4 Consisting of the Joshua B. Osgood track containing 126 acres and being the same premises which Joshua B. Osgood and W. W. Thomas. by Quit Claim Deed Dated and recorded in Deed Book Page Conveyed to the said Jacob Bilger. located in Penn Twp. being bounded and described as follows.
Beging at Charles Cleaver Southeast corner at post on line of Wt 5876: thence north 125.4 perches along Cleaver line to Maple: thence East along George Beatty. ebal 200 perches to a Maple: thence South 47 perches to a hemlock: thence West 56 perches to a red oak: thence South 71 perches to a post on line of 5876: thence West along said line 144 perches to place of beginn. Containg 126 acres which property your Master values at Two Thousand Dollars

Purpart No 5 Known as the Fenton & Spencer tract containing 129 acres and 123 perches situate in Penn Twp. and being the same premises conveyed by E. Fenton & W. A. Spencer to Jacob Bilger and Moses Bailey. by Deed Dated July 22. 1866. and recorded in Deed Book "AA" Page 132. and the interest of Moses Bailey was assigned to Jacob Bilger by assignment dated Jan 5. 1867. and recorded in Deed Book "AA" Page 124 the same being bounded and described as follows:
Beginn at a pine at southwest corner of J. P. Dale: thence West by A B Reed heirs 139 perches to a Maple near the top of Laurel Hill: thence North 28° West by other lands of said parties 148 perches to post on line of lands in name of Andrew Kris #582: thence east by #582 189 perches to a hemlock corner of J. P. Dale: thence South by lands of J P Dale 62 perches to stone heap: thence East by lands of John P. Dale 20 perches to a Chestnut: thence by lands of John P. Dale Now 62½ perches to place of beginn. Containg 129 acres & 123 perches more or less. which property the master values at $1400.00.

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Purpart No 6. Consisting of 125 acres and allowance in Bloom Twp conveyed by Thomas Cleaver and wife to Jacob Bilger by Deed dated April 12. 1864. and recorded in Deed Book "W" page 227. the same being bounded and described as follows.

Begning at a post: thence by lands of Thomas Cleaver North 2° East 214 perches to an ash: thence by lands of James Bloom South 88° East 100 perches to a post: thence by lands of Cyrus Blackburn South 2° West 214 perches to post: thence by lands of Lewis Woods North 88° West 100 perches to place of begning containg 126 acres and 28 perches. and allowance: and being known as "Cleaver Five Tract" which property your Master values at Twenty Five Hundred ($2500.00) Dollars.

Your Master further reports that from the testimony produced that there is little coal or clay underlying said premises. The Conclusion is derived from the testimony of the witnesses and also copy of the drill holes drilled by various clay companies prospecting for clay on properties near by.

The Master further reports to your Hon. Court that the title to the said real estate set forth in Plffs bill is now vested in the following named persons whose undivided interests are as follows.

Oscar M. Bilger the undivided 4/84
Mae Bilger the undivided 4/84
Lodemia B. Zeitler " 4/84
Subject to the dower interest of Laura Bilger.
John Broome. the undivided 6/84
Henry Broome " " 2/84
Alice Broome " " 2/84
Walter Broome. Jr (Brookville T+T Co. Gdn) 2/84
Subject to widows interest of Anna Broome.
John E. Reeser the undivided 6/84
Myron Reeser " " 6/84
Minerva Gray " " 12/84
Gertrude M. Taylor " " 12/84
Reuben G. Bilger " " 12/84
Harry E. Bilger the und. 3/84 Gertrude B. Braun. 3/84.
Fred W Bilger 3/84 & Minnie B. Welch 3/84 subject however.
to the dower interest of Elizabeth W. Bilger. widow.

Reuben G. Bilger died May 18. 1925. and his interest in said property will vest in the heirs named in the Bill in Equity and in addition thereto. two Brothers L. H. Bilger & George M Bilger would acquire an interest in the share of the said Reuben G. Bilger in the said above mentioned premises

At the meeting on July 3. 1925. there were present Bell. Boulton and Forsythe representing Minerva Gray. Gertrude M. Taylor. Lodemia B. Zeitler. Reuben G. Bilger. Laura Bilger. Oscar M. Bilger. Mae Bilger John W. Reeser and Myron D. Reeser. that the said Gertrude M. Taylor & John W. Reeser were also present and Walter Welch Esq representing the plaintiffs in said bill

All of which is respectfully submitted W. A. Hagerty. Master.

Now July 20. 1925 within report confirmed Ni. Si. absolutely unless exceptions within four days. By the Court. A. R. Chase P. J.

July 18. 1925 service accepted of the filing of above report by Walter Welch atty for Plffs and Bell. Boulton & Forsyth attys for Defts

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Contd from Page 339 Elizabeth W. Bilger vs Reuben G. Bilger
No 2 May T 1925

And Now, July 27. 1925. the report of the Master appointed in the above stated case having been filed and confirmed by the Court, on motion of Walter Welch, atty for Plffs a rule is hereby granted on all persons interested in said case to Come into Court on Monday August 31. 1925. at 10.00 o'clock A.M. then and there to accept or refuse the land at the valuation and appraisement reported by the Master, to wit:

Purpart	No 1.	Containing about	120	acres at	$2400.00
"	No 2.	" "	97	" "	700.00
"	No 3.	" "	112	" "	5500.00
"	No 4.	" "	126	" "	2000.00
"	No 5.	" "	129	" "	1400.00
"	No 6.	" "	125	" "	2500.00

or offer in writing a price therefor above the valuation reported or show Cause why the land should not be sold. Returnable August 31. 1925 By the Court A.R. Chase J.
July 27. 1925 Rule issued to Shff.

Sheriffs return Now Aug 17. 1925 the within rule is hereby returned service made as follows:

July 29. 1925 service made on Mrs. Minerva Gray and L. H. Bilger, by handing to each of them, personally, true and attested copies of the original rule. Service on John Broome by leaving a true and attested copy of the original Rule with an adult member of his family at his dwelling house.

July 30. 1925. service accepted by Geo M. Bilger and Gertrude M. Taylor. Acceptance of service attached hereto. Service accepted by Oscar M. Bilger, Laura Bilger, Lodemia B. Zeitler and Mode Bilger, acceptance of service attached hereto. Service accepted by John W Reeser & Marion D Reeser as per acceptance attached hereto.

Aug 3. 1925 service accepted by Brookville Title & Trust Co. Guardian of Walter G. Broome, Jr., and Henry Broome, minors, as by acceptance attached hereto. Aug. 11. 1925 service accepted by Alyce Broome and Amos Broome. Acceptance attached hereto. All of which are made a part of this return. So ans. Thos. J. Lowell Shff

Oct 5. 1925 Masters report filed

W.A. Hagerty, the master appointed by your said Court on the 23. day of April 1925. to make partition of the real estate in Plffs Bill described, respectfully reports that he made report of the same & fixed a value on said property, the same being divided into six purparts; with a valuation placed on each purpart, which report was confirmed by your said Court Nisi on July 20. 1925. and Confirmed absolutely on the 25th day of July. 1925. there being no exceptions filed to the same.

That on July 27. 1925 a Rule was granted by said Court on all parties interested in said case to Come into Court on Monday, Aug 31. 1925. at 10:00 o'Clock A.M. then and there to accept or refuse the land at the valuation & appraisement reported by the Master.

That at said time & place all of said heirs were present either in person, or represented by an atty, at which time

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continued from Page 333. No. 1. May Term. 1925. Leo. Montel vs. Beccaria-Clearfield Coal Co.

Second:- Beginning at the western line of the parcel hereinabove described and following to the West the Northern right-of-way line of the New York Central Railroad for a distance of about 200 ft. more or less to a fence; a parcel of land 40 ft. wide limited by a line parallel to the northern line of the railroad right-of-way for the entire length of said Western line 900 feet more or less.

Third:- Beginning at a point the western line of the first parcel herein described thence west following the entire limit south 85° east dividing Bells and Wrights properties to a corner, a parcel of land 25 ft. limited by a line parallel to said limit, south 85° east 25 ft. south of said limit south 85° east dividing Bells and Wrights properties.

Fourth:- Beginning at the southern point of the western line of the third parcel herein described, 25 ft. from the limit south 85° east of Bells and Wrights properties, and thence by a line about north 60° west; thence to a point on Southern line of the parcels of land bought from the party of the first part by the party of the second part on the 20" day of October, 1921, that portion of land limited by said line north 60° west; thence the southern line of Montel property, thence by the western line of Wright property to the point of beginning.

Reserving however, to said grantors their heirs and assigns all the coal lying in and under said parcel of land.

Nov. 7. 1925 Return of Sale filed

Now, this 6th day of Nov. A.D. 1925. the return of Clearfield National Bank and John C. Forsyth. Receivers of Beccaria-Clearfield Coal Company, having been presented and considered, and no cause appearing to the contrary, it is ordered that the said return be filed and that, unless exceptions or objections are filed on or before the 11th day of Nov. A.D. 1925. the said return to be presented to the Court for confirmation By the Court. A. R. Chase. P.J.

Now, this 11th day of Nov. A.D. 1925 the return of Clearfield National Bank and John C. Forsyth. Receivers of the Beccaria-Clearfield Coal Co. having been filed and No exceptions or objections having been filed and no reason appearing why the sale so made should not be approved: it is ordered, adjudged and decreed that the sale made by Clearfield National Bank and John C. Forsyth. Receivers of Beccaria-Clearfield Coal Company to Thomas Lochrie, as set forth at length in the return, be approved, ratified and confirmed and that the said Receivers upon payment of the purchase price, are authorized and directed to make, execute and deliver to the said Thomas Lochrie the proper deed conveying to the said Thomas Lochrie the various real, personal and mixed property and interests sold to the said Thomas Lochrie by the said Receivers

By the Court A. R. Chase P.J.

Nov. 23. 1925 Pet. + Order fixing Compensation & Counsel fees.

Now, this 23 day of Nov. A.D. 1925 it is ordered that the compensation of each of the Receivers be fixed at One Hundred Dollars each and further that the Counsel fees of Bell, Boulton + Forsyth be fixed at, One Hundred + Fifty Dollars. By the Court. A. R. Chase P.J.

Dec. 26. 1926 Receivers account filed

Now Monday Feb 1. 1926 Receivers Acct Confirmed Ni Si to be confirmed absolutely by the Prothonotary if no exceptions be filed in 5 days. By the Court A. R Chase P.J.

Now. Feb 9. 1926 No exceptions filed Acct Confirmed absolute Geo W. Ralston Pro

See Receivers Docket A. Page 322 for Receivers acct.

Sept. Term. 1925.

Kramer & Kramer.	Mary J. Valimont.		August 31- 1925. Bill in Equity filed.
			To the Hon. A.R. Chase, Pres. Judge of said Court:-
			Your orator complains and says:-
Aug 31.	3		First, That she is the wife of Peter F.
			Valimont, the defendant, and is a resident and
			citizen of Cooper Township, Clearfield Co, Penna.,
Walter Welch	Peter F. Valimont.		Second:- That the plaintiff and defendant were
B. B. & F.			married on the 18th. day of October, 1919, and
Pro. by Atty.		2.50	cohabited as husband and wife from that
"		.50	time until the 10th day of August, 1925, residing
"		.50	in Kylertown, Clearfield County, defendant still
"		.50	residing at said place.
"		.60	Third:- That the defendant, the said Peter F.
"		1.50	Valimont, is a man of middle age, in good
"		.60	health and enjoying a substantial income;
"		1.50	that he is a man of considerable means and
"		1.00	owning real estate and possessing personal
9/		9.70	property sufficient to maintain himself and
			complainant in a liberal & comfortable manner,
			while complainant possesses no property real or
			personal except for a few personal belongings
			and is dependent entirely upon her husband
			for support.
			Fourth:- That Complainant is 63 years of
			age, and unable to pursue any gainful
			occupation or to support and maintain herself,
			and but for the support she should receive
			from her husband would be a public charge or
			dependent upon the charity of relatives and
			friends.
			Fifth:- That complainant never received the
			complete confidence of her husband and has
			therefore no minute knowledge of his holdings,
			but from careful investigation and from
			information gained from the best obtainable
			sources she knows of the following holdings:-
			A house and lot in Kylertown in which
			complainant and defendant lived until recently,
			which was purchased the 29th. of April, 1924,
			for ($1800.00) but the title to which was
			taken in the names of Olive Valimont and
			H.C. Valimont, as appears by the deed
			recorded at Clearfield in Deed Book No. 268,
			page 199, Said property being described as follows:
			Beginning at a post at the Southwest
			corner of lands of Kate E. Sancroft and on the
			North side of the public road leading from
			Kylertown to Winburne; thence by said road
			North 70° 20' West 150 feet, more or less, to a
			post on the East side of an alley; thence by said
			alley North 18° 51' East 144.1 feet to a post;
			thence by lands of the grantor (Chas. Eisenhauer)
			South 70° 20' East 150 feet, more or less, to post
			thence by lands of Kate E. Sancroft South 18°
			51' West 144.1 feet to a post and place of

beginning. Containing one half acre, more or less.

A farm situate in Covington Township, Clearfield County, sold on article of agreement to Edgar Valimont, who is a son of defendant, upon which there is a balance owing defendant of fourteen hundred dollars. Said farm was purchased by two separate deeds which are recorded at Clearfield in Deed Book No. 46, page 395, and No. 196, page 175, and the description thereof is as follows:-

Beginning at the southwest corner of F. F. Valimont land; thence west 53 perches to a post along the Township road; thence North 118 perches to a thorn bush; thence North 82½°-54 perches to a post at Francis Fanconier's Northwest corner; thence South 126 perches to a post; back to the place of beginning, containing 38 acres, 105 perches.

Beginning at a Thorn bush, the Southwest corner of said piece of land; thence North along line of Frances Sayers farm 33 perches to a stone; thence South 90° East 162 3/10 perches to line of John Schnars at a stone corner; thence South 5° 20' West 32 perches to corner of John Schnars on line of John Valimont; thence North 84° 14' West 49 perches to stone, being the Northwest corner of John Valimont; thence South 5° 20' West 2 perches to corner of lands of Peter Valimont; thence South 89° West 53 9/10 perches to thorn bush corner and place of beginning, containing 20 acres 4 perches, more or less.

Stock in the Penn Public Service Corporation to the value of two thousand dollars.

Liberty bonds to the value of fifteen hundred dollars.

A bank account in the Karthaus State Bank in the name of H. C. Valimont, who is a son of defendant, the amount of which complainant is unable to learn, but which is believed to be very substantial.

Wherefore she prays for the following equitable relief:-

First, That the defendant be restrained from disposing of any of his real estate, particularly the Kylertown property and the Covington Township farm, and that the same be adjudged subject to complainants' support and maintenance and to her dower rights.

Second, That defendant be enjoined from disposing of any of his personal property with fraudulent intention of depriving complainant of her right to support and her dower rights.

Third, That defendant be enjoined from disposing of the bank account now held in the Karthaus State Bank in the name of H. C. Valimont.

Fourth, That the Court enter a decree directing that defendant pay to the plaintiff such sums of money from time to time as will provide her adequate support.

Fifth, That defendant be enjoined from prosecuting his pending divorce action, until the issues here raised are determined.

Sixth, That complainant be awarded the costs of this action.

Seventh, That such further relief be granted as may seem proper and as equity and justice may require.

To Peter F. Valimont, defendant:-

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,

(continued on Page 344)

continued from Page 343. No. 3 Sept. Term, 1925.
Mary J. Valimont vs. Peter F. Valimont.

Pennsylvania, and to file your answer within thirty days to the within bill of complaint of the within named Mary J. Valimont, and to observe what the court shall direct.

You are also notified that if you fail to comply with the above directions by not entering an appearance in the Prothonotary's office within fifteen days or filing an answer within thirty days, you will be liable to have the bill taken pro confesso and a decree made against you in your absence.

Witness our hands and seals at Clearfield, Pa., this 31st. day of August, 1925.

Kramer & Kramer.
Solicitors for the Plaintiff

Now, August 31-1925, I hereby accept service of the within Bill in Equity & Notice and waive personal service.

Walter Welch, Atty. for Deft.

Sept 11-1925 By paper filed Walter Welch Atty enters his appearance for Peter F. Vallimont, Deft.

Sept 17-1925 By paper filed Bell, Boulton & Forsyth, Attys, enter their appearance for the Deft.

Oct. 21-1925 Answer to Complaint filed, with service of notice & filing of answer accepted for the Plff. by Kramer & Kramer, Atty for Plff.

Feb 11. 1926 On Argt List

May 15. 1926 On Argt List

Sept 20. 1926 Decree of Court dismissing Bill filed

Now Sept 20. 1926 on motion of Walter Welch. Esq. and Bell Boulton & Forsyth Solicitors for the Deft. and by Consent of Clarence R. Kramer, Solicitor for Plff at Bar. the Bill filed in this case is discharged and it is directed that the costs of this proceeding be paid by the Plaintiff

By the Court A. R. Chase. P. J.

Continued from Page 332. No 1 Dec T 1924 Rule vs Rule

Aug 7 1926 Masters final Report filed
Your accountant charges himself with the following Items

1926			
April 12	To George H Kitchener & Wife		$275.00
May 11	" " " "		1100.00
		Total	1375.00

Your accountant asks credit for the following disbursements

1926			
July 30	By Jesse E Long Filing fee		2.50
July 30	" " Sheriffs costs		13.60
July 30	By Geo W Ralston costs		31.40
July 30	" " " This Report		2.50
July 30	By DuBois Courier Masters Notice of Sale		21.90
July 30	" " Sale Bills		15.00
July 30	DuBois Daily Express Masters Notice		3.50
July 30	By Notary Costs		2.00
July 30	By Joseph P Logan tax Coll.	1924 Taxes	21.54
July 30	" " "	1925 "	86.52
July 30	By W B Goff Auctioneers service		10.00
	By balance on hand for Distribution		1224.54
		Total	1375.00

State of Pennsylvania }
County of Clearfield } ss

Leo R Brocklank the accountant above named being duly sworn according to law deposes and says that the above account as it stands stated and settled is just and true both as to the charges and discharge thereof to the best of his knowledge and belief

Leo. R. Brocklank

Sworn & subscribed to before me
this 6 day of Aug A D 1926
Carl L Boore N.P.

Now. Sept 17. 1926 this report confirmed as of July 30. 1926 as per agreement of Counsel filed. By the Court A R. Chase P.J.

(12) In accordance with the foregoing, the Auditor submits the following schedule of distribution:

Amounts due for distribution		$1,224.54
Expenses of the proceeding, including the audit:		
The Clearfield Republican, Clearfield, Pa., advertising	$3.50	
The DuBois Courier, DuBois, Pa., Advertising	3.50	
George H. Ralston, Prothonotary, Clearfield, Pa., Certificate,	.30	Pd 12/30/26
Milford Bratton, Recorder, Clearfield, Pa., Certificate,	.75	
Miss A. M. Simmons, DuBois, Pa., Stenographic Services	5.00	
Messrs. Lang & Bell, Attorneys for Plaintiff, Fees	125.00	
L. R. Brockbank, Esq., DuBois, Pa., Master	50.00	
L. E. Boyer, Esq., DuBois, Pa., Auditor	75.00	
Horace G. Miller, Punxsutawney, Pa., Printing Bill in Equity	9.00	
George H. Ralston, Prothonotary, Clearfield, Pa. Filing and passing this Account	10.00	Pd 12/30/26
Milford Bratton, Register & Recorder, Clearfield, Pa., Direct Inheritance Tax	23.15	
Balance for Distribution	919.34	
		$1,224.54

(Continued to Page #394)

December Term, 1925.

John Scollins. Liveright & Chase

Victoria Minto
Grant Samuel Fulkerson
John Vincent Fulkerson,
Sylvester Fulkerson
Flossie Delfosse
Maud Markel,
Eleanor Truax, &
Oscar Fulkerson.

Sept. 16, 1925. Bill in Equity filed.
To the Honorable A. R. Chase, President Judge:-
The plaintiffs in the above stated action, Victoria Minto, Grant Samuel Fulkerson, John Vincent Fulkerson, Sylvester Fulkerson, Flossie Delfosse, Maude Markel, Eleanor Truax and Oscar Fulkerson, complain and say as follows:-
(1). We aver that the plaintiffs reside as follows:- respectively,- Ginter, Penna., New Castle, Penna; Ginter, Penna; residence unknown; Smithmill, Penna; Bellwood, Penna; St. Paul, Minnesota; Ginter, Penna.

Sep. 16. /

Bell, Boulton & Forsyth / Mitchell Chase

Boron Bros. and Richards Coal Company, a corporation, John Boron, Joe Boron, Dorey Richards, Horace McCaslin, Van Richards, & Wier Richards.

(2). Boron Bros. & Richards Coal Company is a corporation, having its office at Ramey, Clearfield County, Pennsylvania; and the address of John Boron, Joe Boron, Dorey Richards, Horace McCaslin, Van Richards and Wier Richards, is Ramey, Clearfield County, Pennsylvania.
(3). The plaintiffs are the owners of the following parcels of land, situate in Gulich Twp., Clearfield Co, Penna., :-
(a). Beginning at a sugar corner of lands of Benjamin Stephens and D. Scott North 40° West 64 perches to post; thence by land of said Henry Byer South 56° West 118 perches to hemlock; thence by land of Samuel Fulkerson South 40° East 72 perches to post; thence by land of Benjamin Stephens North 52° East 118 perches to the place of beginning, containing 50 acres of land.
(b). Beginning at a white oak, thence by land of Boynton North 39° West 60 perches to a sugar; thence South 49° 22 perches to hemlock; thence North 39° West 15 perches to a post; thence North 50° East 124 perches to a hemlock; thence by land of Scrooly Scott South 48° East 71 perches to post; thence by land of Benjamin Stephens South 50° West 106 perches to beginning. Containing 49 acres 82 perches, more or less.
Excepting & reserving therefrom pieces of land sold by S. O. Fulkerson in his lifetime, and by A. W. Lee, Executor of the will of S. O. Fulkerson.
Also reserving the coal under said premises.
(4). That the net area of land owned by the plaintiffs is approximately 69 acres, which plaintiffs acquired by the will of Samuel O. Fulkerson, to be found of record in the Register's office at Clearfield, Penna., in Will Book "J," page 314. Said land is in a good state of cultivation and constitutes a typical Clearfield County farm. It has thereon erected a two story frame dwelling house, barn 40 by 60 feet in side & outbuildings. There is a good orchard with fruit trees in bearing. The farm is well supplied with natural springs of water. Melissa Fulkerson,

(continued on next page).

	Pro. by atty (Ck 2955)	2.50	
	"	1.75	
	"	1.50	
	"	.50	
	"	.50	
	Shff Lowell	15.50	
	Pro	.50	
9-18	"	.50	
	"	.60	
	Jacob Smiles Aff. Sub. (Ck 2956)	6.60	
	Pro	.50	
	"	.50	
10-16-25.	"	.50	
	Jacob Smiles, Aff. Sub.	14.75	
	Affi's Bill (Ck 2958)	129.82	
1226.	Pro	.50	
	"	.60	
	"	.60	
	"	1.50	
1-15-26.	"	.50	
"	"	.50	
	"	.50	
	" entering & lodging Liens	4.00	
	Pro	.60	
	"	1.50	
	"	.50	
	"	.50	
	"	3.00	
	atty (Ck 2957)	3.00	
	Pro	.50	
	"	.50	
	"	.50	
	"	.60	
	" Express	.50	
	"	.40	
Non pros. fee due Superior Court office	(Ck 2957)	3.00	
	Pro	1.75	
	Pd by County		
Raftman Journal	Binding record	2.25	
	Pro	.50	
		204.82	

Feb 1. 1927 Recd of Deft attys Costs:-
atty 2.50 Shff Lowell 15.50
Jacob Smiles 21.35 Affi's Bill 129.82
atty Superior Court 3.00 Sup Court 3.00
Pa Bar Co 29.65. Total Recd 204.82

widow of Samuel O. Fulkerson, has been occupying the residence for twenty-four years.

(5). The defendant, Boron Bros. & Richards Coal Co, a corporation, is engaged in the business of operating coal lands, John Boron, Joe Boron & Dorey Richards are members of said corporation; and Horace McCaslin, Van Richards & Vier Richards are employees of the other defendants.

(6). That Boron Bros. & Richards Coal Company is the possessor of a steam shovel which it uses as an adjunct to its coal operations. That thereby and therewith it removes earth from veins of bituminous coal which it overlies. It conducts what is known as a stripping operation in which coal is prepared for market by removing its over-burden of earth. After said earth has been removed the coal is blasted by explosives; and by shovel and hauled to railroad cars and shipped to market.

(7). That the land of the plaintiffs herein is underlaid with a vein of coal, which has a comparatively shallow covering of earth.

(8). That on the 5th. of September, 1925, the defendants without the knowledge and consent of the plaintiffs placed their steam shovel upon said land of the plaintiffs and began to remove the over-burden of earth at the lower end of their property; that in the course of their work the defendants displaced and destroyed a large part of the surface of said land throwing it back from the coal which it covered and rendered it absolutely worthless for occupancy or for farm purposes.

And they therefore pray the Court as follows:-

(a). To decree that the presence and the operation of said steam shovel on the lands of the plaintiffs is a nuisance.

(b). That the defendants and each of them be decreed to remove said steam shovel from the premises of the plaintiffs permanently.

(c). That the defendants be ordered to cease and desist from operations upon plaintiffs land whereby the surface of said land, or any part thereof, is removed from its natural location.

(d). That the defendants be enjoined and restrained from interfering with with the farm of the plaintiffs, the springs thereon and the orchard growing thereon.

(e). That the damages sustained by the plaintiffs as a result of the Acts of the defendants be assessed by the Court and the defendants be ordered and directed to pay the same.

(f). That the defendants be ordered to restore the property of the plaintiffs to the condition it was in prior to their trespass, and to the nuisance committed and perpetrated by the defendants.

(g). That such other and further relief be decreed for the plaintiffs as may be just, equitable and appropriate.

(h). That the defendants be directed to pay the costs of this case.

John McAlinn,
Liveright & Chase, Attorneys,

To Boron Bros. & Richards Coal Co., John Boron, Joe Boron, Dorey Richards, Horace McCasline, Van Richards, and Vier Richards, defendants:-

You are hereby notified and required within 15 days after service hereof on you to cause an appearance to be entered for you in the Common Pleas Court of Clearfield County, Pa., and to file your answer within 30 days to the within Bill of Complaint of the within named Victoria Mirto et al., 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 Prothonotary's office within 15 days or by not filing your answer within 30 days

(Continued on Page 348).

Continued from Page 347 No. 1. Dec. Term. 1925.

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, Pa, this ___ day of Sept. 1925.

John Scollins.

Liveright & Chase Attorneys.

Order of Court:-

September 16th, 1925, the Bill in Equity and the injunction affidavits in the foregoing matter having been presented by the complainants named, through their attorneys, and having been considered, it is ordered and decreed that an injunction be and the same is hereby awarded, directed to Boron Bros. & Richards Coal Company, a corporation, John Boron, Joe Boron, Dorey Richards, Horace Mc Caslin, Van Richards, & Vier Richards defendants named in said Bill in Equity; and the said Boron Bros. & Richards Coal Company a corporation, John Boron, Joe Boron, Dorey Richards, Horace Mc Caslin, Van Richards and Vier Richards, defendants above named, and their agents, employees, and servants, are hereby restrained and enjoined from the operation of a steam shovel and its appurtenances on the lands of the plaintiffs described in said Bill in Equity; and the defendants, their agents, employees and servants, and each of them, are hereby enjoined and restrained from any acts or operations upon the lands of plaintiffs, whereby the surface of said land, the springs and orchard thereon and the buildings thereon are removed, interfered with or injured. And the said defendants, their agents, employees, and servants, and each of them are enjoined and restrained from committing any trespass or nuisance upon the lands of the said plaintiffs described in their said complaint.

Subject to any further order of the Court in the premises, this injunction shall be taken as dissolved unless a motion to continue the same is made on the 21st. day of Sept. 1925.

Bond security in the sum of One Thousand ($1000.00) Dollars shall be entered before the injunction issues.

By the Court,

A. R. Chase, P. J.

Sept. 16, 1925. Bond filed & approved by the Court, A. R. Chase, P. J.

Sept. 16, 1925. Injunction affidavits filed of Grant Samuel Fulkerson & Thomas Ream.

Sept. 16, 1925. Injunction Issued.

Now Sept 17-1925 at 3-40 pm Served within writ of Injunction upon Boron Bros & Richards Coal Co a Corp. Defendant by handing to Dorey Richards, personally, Pres of Richards Coal Co a Corp. a true and attested Copy of the orginal writ of Injunction, also Copy of Bill of Complaint. Service on John Boron Pres of Boron Bros by handing to him personally a true & attested copy of orginal writ of Injunction and also copy of Bill of Complaint. Service on Horace Mc Caslin, by handing to him personally a true & attested Copy of orginal writ of Injunction and Copy of Bill of Complaint.

So ans, Thos J. Lovell, Sheriff.

Sept 17. 1925 By paper filed Bell Boulton & Forsyth, J Mitchell Chase, attys enter their appearance for Defts.

Sept 18-1925. Pet of Boron Bros & Richards Coal Co Inc, filed;

Order Court: Now Sept 18-1925. Pet read & considered & it appears to the Court that no harm can result to the plaintiffs in this action by granting the prayer of the same; The defendants are hereby authorized to go on the land in controversy in this action for the sole purpose of repairing the steam shovel and to remove the same off the land, it being distinctly understood that the defendants have the sole right to repair and remove the shovel and no right at this time to continue and the acts for which this Injunction was sought. By the Court A. R. Chase P. J.

Sept 18-1925 Service of within petition by copy accepted by Liveright & Chase.

Contd on Page 349

Continued from Page 348 No 1 Dec T. 1925 Victoria Minto use Boron Bros

Sept 25. 1925 Agreement to Continuance filed
Now Sept 25, 1925 by agreement of Counsel with the approval of the Court the temporary injunction now pending and in force is Continued until final hearing except in case of other order of this Court. Which Continuance of the injunction is without prejudice to either party. The costs of witnesses at this present date to follow the final decree in the case and to be payable accordingly It is further agreed that final hearing in this case shall be had on Oct 15. 1925 at 9.30 o'clock a.m. except upon sufficient cause shown to the Court
Oct 6. 1925 Defendants answer filed
Oct 7. 1925 service of the within accepted by copy Liveright & Chase
Oct 16-1925. The plaintiffs move the Court for leave to take the testimony of A.W. Lee an infirm Witness, at once Notwithstanding any rule of Court to the Contrary, provided due notice of taking his deposition be given the defendants. Sgnd Jno S Collins and Liveright & Chase, Pff attys. — attys for Complainant
Oct 27. 1925 Notice of Lodging Testimony filed
Oct 27. 1925 Testimony Lodged.
Dec 26-1925 Petition Boron Brothers & Richard Coal Company, Dorey Richards, Joseph Boron & John Boron
Dec 26-1925. Rule granted on plaintiffs to show Cause why decree of preliminary Injunction should not be modified as prayed for, Ret to regular Argument Court following
By the Court / A.T. Chase P.J.
Dec 28-1925. Service accepted by Liveright & Chase attys for Pff
Jan 15-1926. Pffs Answer to Defendants Petition for Modification of the Injunction filed with
Jan 15-1926. Service Accepted for Defendants by Bell Boulton & Dorsey th of Defts attys
Jan 15th-1926 Pffs requests for findings filed;
Jan 15-1926. Defendants requests for findings of fact & Conclusions of law filed
Feb 25-1926 Reply to answer of Pffs filed.
Mar 26-1926. Findings of fact & law Discussion & Decree filed
Order & Decree: Now Mar 26-1926. It is ordered & directed that the defendants, Boron Brothers & Richards Coal Company Inc John Boron, Joseph Boron, Dorey Richards, Horace McCasland, Ivan Richards & Hiex Richards, Cease & desist from operation upon plaintiffs land whereby the surface of said land or any part thereof is removed from its natural location by reason of the Method Known & designated as Coal Stripping, and further that the defendants are ordered to restore the property of the plaintiffs to the Condition it was prior to the acts complained of as to Condition caused by Stripping within Sixty days from this date. It is further ordered and directed that the defendants pay the Costs of this proceeding, as to any damages to be assessed as hereinbefore indicated the Court will require additional testimony, however this testimony not to be heard until the time has expired in which the defendants are given to restore the property. Exceptions noted & bill sealed to the plaintiffs and defendants. By the Court H. R. Chase P.J.
Now March 26-1926. It is ordred that the Prothonotary shall enter a Decree Nisi in accordance herewith and give notice to the parties or their Council. and if no exceptions be filed by either party within ten days a final decree shall be entered by the Prothonotary as of Course By the Court H.R. Chase P.J.
March 26. 1926 Decree Nisi entered
Geo W. Ralston Prothonotary
March 29. 1926 Exceptions By Deft filed
May 15. 1926 On Argt List
June 21, 1926. Order and Decree filed;
Now, June 21st, 1926, the exceptions to findings of Facts are dismissed and the Decree of Court Nisi is affirmed absolutely. Exceptions noted and bill sealed to Complainants and Defendants.
By the Court,
H. R. Chase P.J.

Now, June 21st, 1926, the injunction order made September 16th, 1925, is modified so that the restraining clause thereof shall hereafter be as follows: And the said Boron Bros. & Richard Coal Com'y, a corporation, John Boron, Joe Boron, Dorey Richards, Horace McCashin, Ivan Richards and Hiex Richards, defendants above named and their agents, employees and servants, are hereby restrained and enjoined from any acts or operations whereby the surface and strata of the lands of the Pffs overlying the "D" or Mahannon seam or vein of coal is removed, interfered with or injured by any method resorted to for the purpose of mining or removing said seams or veins of coal by means of the removal of the overlying strata or by what is known as the stripping method. This decree is not intended as an adjudication of the matters set up in the petition for modification or the answer thereto in this proceedings. Exception noted and bill sealed to both Plaintiff and Defendants.
By the Court, H. R. Chase, P. J.

Contd on Page 387

Continued from Page 322. # 3 May T. 1925 N. B. Powell et al vs K. A. Milleret.

	a five sixth undivided interest in said real estate and to Robert L. Porter in his own right and as attorney in fact for the heirs of K. A. Porter, a one sixth undivided interest in said real estate as fully described in the petition; and by bill of sale transfer to the parties plaintiff all the right, title and interest of the receiver in and to all of the assets, moneys, Choses in actions and all other personal property of the Surveyor Supply Company.	By the Court A. R. Chase P. J.
Decree	Now, this 25th day of Sept 1925, the within petition having been presented to and read and considered by the Court and it appearing to the Court that it is to the best interest of all parties Concerned that the prayer thereof be granted. it is ordered, adjudged and decreed that upon payment of the record Costs and expenses of administration of J. H. Crissman, Receiver, for the Surveyor Supply Co. that the said Receiver be and is hereby upon payment of the record Costs and expenses of administration discharged; and it decreed that the affairs of the Surveyor Supply Company have been wound up by the Receiver and the assets distributed and that the bond of the Receiver in this matter is cancelled	By the Court A. R. Chase P. J.

Continued from Page 340 Elizabeth W. Bilger vs Reuben G. Bilger No 2 May T. 1925

sealed bids were presented to said Master: that from the bids presented Mrs. Minerva Gray. Gertrude M. Taylor. John W. Reeser. O. M. Bilger and Geo M. Bilger bid the sum of Two Thousand Dollars for Purpart No "5" being Six Hundred dollars in excess of the valuation. and Mrs Minerva Gray. Gertrude M. Taylor John W. Reeser. O. M. Bilger & Geo W Bilger bid the sum of Six Thousand Dollars on Purpart No 3 being Five Hundred Dollars in excess of the valuation: and the said Mrs Minerva Gray. Gertrude M. Taylor. John W. Reeser. O M Bilger. & Geo M. Bilger bid the sum of Three Thousand Dollars on purpart No 1. being Six Hundred Dollars in excess of the valuation Fred W. Bilger bid the sum of Seven Hundred and Eleven Dollars for Purpart No 2 being $11.00 above the valuation. There being no other bids. The Master awards the different purparts to the parties bidding on the same. which bids the Master prays the said Court to confirm. and award the same to the parties bidding for the above mentioned purparts. There were no bids offered for purparts Nos "4" and "6" William Hagerty. Master.

Decree And Now Sept 8. 1925 Mrs Minerva Gray. Gertrude M. Taylor. John W Reeser. O M. Bilger and Geo. M. Bilger five of the parties in interest having appeared in Court and offered in writing to accept purpart No 1. at the sum of $3000.00 being $600.00 in excess of the valuation. and purpart No 3 at the sum of six thousand dollars. being $500.00 in excess of the valuation and purpart No 5 for the sum of $2000.00 being $600.00 in excess of the valuation placed thereon. and the highest and best price bidden for the same. and Fred W. Bilger having appeared and offered in writing to accept purpart No. 2 at the sum of $711.00 being $11.00 in excess of the valuation placed thereon being the highest and best price bidden for same. The Court does hereby allot & order to said Minerva Gray. Gertrude M. Taylor. John W Reeser. O. M. Bilger and Geo M. Bilger Purparts Nos one. three & five in the partition of said estate and to Fred W. Bilger purparts No 2. in the partition of said estate upon their paying the cost & the other parties interested within one year their proportionate share of said amount bid. No bond to be required the land being sufficient security for the payment of the same. No bids having been offered for purparts Nos 4 & 6 it is ordered & decreed that the Master appointed by said Court be authorized and empowered after due and public notice according to the act of Assembly and the Rules of this Court in such case made and provided to expose said real estate to wit purparts Nos 4 & 6 to public sale and make return of his doings to the Court for approval and Confirmation. Bond to be given by said Master in the sum of five thousand dollars for the faithful performance of his duties and it is further ordered that said sale shall be clear and discharge of all claims by any of the parties to these proceedings By the Court

A. R. Chase P. J.

Oct 5. 1925 Bond filed and approved By the Court with Allen Wrigley and C. M. Rhine Sureties

Oct. 15-1925. Report of Master for sale of real estate filed.

The Master appointed by the Court in the above-stated case respectfully submits the following report:-

(Continued on Page 355)

December Term 1925

B. B & F	David Bailey		Sept 29. 1925 Bill in Equity filed
			The Plff in the above stated action
			David Bailey, complains & says as follows:
Sept 29	2		That he is a resident of the village of
			Morrisdale, Co. of Clearfield & State of
			Penna.
W. Wallace Smith	France Christianson Julius Johnson Harry Carlson M. D. Kelley & John P. Kelly trading & doing business as Christianson & Johnson Coal Co		That the Christianson-Johnson Coal Co is
			a partnership having its office & place of
			business at Lance Clfd Co. Pa & the address
			of France Christianson, Julius Johnson &
			Harry Carlson is Lance, Clearfield Co. Pa
			the address of M. P. Kelly is Altoona, Blair
			Co. Pa and the ~~address~~ last address of John P. Kelly
			is unknown at the present time, but
			believe to be Snow Shoe, Pa
			That the Plff is owner of a certain tract of
			land situate in Morris Twp. Clfd Co Pa
Prs.		2.50	bounded & described as follows
"	5 Copies Certs	2.50	Purpart No. 1
"		1.75	Beginning at a pine stump on line of H. Loraine
"		.50	thence west to a post: thence along said
"		.50	Loraines land S. 3° 11' W. 81. 8 perches to a post.
10-12-25 "		.50	thence S 84° 15' E. 42. 3 perches to a post on the
Shff Lowell		9.90	road: thence along said road N. 1° 45' E.
			4.3 perches to a post: thence No. 24° 20' W
			25. 5 perches to post: thence No. 2° 39' E 99.4
			perches to post: thence N 85° 20' W. 19.3 perches
			to a post on line of cemetery: thence along
			said cemetery S 5 1/2° E. 10.6 perches to a post
			thence west along line of cemetery to post on
			west side of Twp road: thence S 5° E 33.3
			perches to a pine Stump & place of beginning
			Containing 22 acres 141 perches
			Purpart No 2.
			Beging at point on line of intersection of purpart
			#1 and lands of Delancy Waring: thence S. 2° 30'
			W. 99.4 perches to post on the road. thence along
			said road S 24° 20' E. 25.5 perches to a post
			thence S 1° 45' W 4.3 perches on post on line
			of H. Loraine's land: thence S 84° 15' E 19 perches
			to post on line of Purpart No 3. thence 2°
			30' E 125.7 perches to post. thence 85° 29' W
			30.5 perches to place of beging
			Purpart No 3
			Beging at post on line of Purpart No 2 and
			Delancy Waring: thence S 2° 20' 125.7 perches
			to post: thence S 84° 15' E. 23.6 perches to a
			post on line of C. Emigh Est. thence No 2° 30'
			E 71.3 perches to a post: thence east along
			line of C. Emigh Est. to post on line of land
			of Morgan, Hale and others: thence along said
			lands N 3° 41' E 44 perches to post on line of
			land of C. Grazier. thence along said C. Grazier
			land to a post. thence No 4° 40' E 10.1 perches
			to post on line of Delancy Waring: thence by

Said land N. 85° 20' W 23.7 perches to place of begning. Contang 22 acres and 141 perches.
Subject. However. to reservation regarding former conveyance thereof to Morrisdale Cemetery Association. Being the same premises as were sold and conveyed unto David Bailey. lessee herein. by Henry Emigh by deed dated Oct 5. 1910. and recorded at Clearfield Pa in Deed Book Vol 182 at page 364 as by reference thereunto being had will more fully and large appear.
That by lease dated the day of Sept 1916. David Bailey leased the Coal in the "C" seam or vein in or under said property of Joseph Parana. which lease is recorded in Clearfield Co. Misc Book 12. Page 537. and by reference thereunto is made a part of this bill.
That the Defts. by various assignments have become lessees of the above described property. subject and conditioned upon the performance. by them. of the terms & conditions of said lease. and for approximately the past six years have been engaged in the mining and removing of coal from said property That is provided in the lease above refered to that the Lessee shall mine and remove the coal in an economical & workmanlike manner. and shall operate the mine so as not to injure. waste or destroy any good coal. & that they shall protect the unmined Coal by keeping the main gangway secure & open. & so operate the mine so as not to prevent. obstruct or render unpracticable the taking out or mining of the remaining coal of said lease. And therefor pray the Court as follows:
That the Defts be ordered to cease & desist from any further operations upon the land of plff. until an inspection of the mine can be had. which will adequately determine the quality. quantity & value of the coal lying beyond.
That the Defts be enjoined & restrained from any further acts of mining. which would result in the plff. being shut off from complete access to all of his coal.
That the Deft be enjoined & restrained from all acts prohibited by the lease entered into between David Bailey and Joseph Parbuna. Sept. 1916.
That the damages sustained by the Plff. as the result of the acts of the Defts be assessed by the Court & that the Defts be directed & ordered to pay the same
That such other & further relief be decreed for the plff as may be just. equitable & appropriate
That the Defts be directed to pay the costs of this case.
Bell. Boulton & Forsyth attys for Plff.

Order of Court Now Sept 29. 1925 the Bill in Equity and injunction Affidavit in the foregoing matter having been presented by the Plff. named. & having been considered. it is ordered & decreed that an injunction be and the same is hereby awarded directed to the Christianson-Johnson Coal Co. a partnership. France Christianson. Julius Johnson. Harry Carlson. M. D. Kelly. and John P. Kelly. Defts named in said Bill in Equity: and the said Christianson-Johnson Coal Co. a partnership. France Christianson Julius Johnson. Harry Carlson. M. D. Kelly and John P. Kelly. Defts above named. their Agents. employees and servants are hereby restrained and enjoined from any further mining & removal of Coal on the land of the Plff. until such time as the survey

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No 2 Dec T. 1925 David Bailey vs France Christiansonvedal

of the same has been made & the amount of Coal lying beyond be determined. & that the said Defts. their agents. employees and servants. all and each of them. are hereby enjoined and restrained from the pulling of any more pillars or heading stumps. Subject to any further order of the Court in the premises this injunction shall be taken as dissolved unless a motion to Continue the same is made on the Fourteenth day of Oct. 1925

Bond and security in the sum of One Thousand shall be entered before the injunction issues.

By the Court
A. R Chase

Sept 29. 1925 Bond filed with Charles Wreye. Surety
Sept 29. 1925 Injunction issued
Sept 29. 1925 Injunction Affidavits filed
Notice to Defts

Your hereby notified & required within 15 days after service hereof on you to cause appearance to be entered for you in the Court of Common Pleas of Clfd. Co. Pa and to file your answer within 30 days to the within Bill of Complaint of the within named David Bailey 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 Prothonotars office within 15 days or by not filing your answer within 30 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 Sept 1925. Bell. Boulton & Forsyth attys for Plff

Oct. 5-1925. Motion for Modification of injunction order filed.

See Page 359 See Page 359

And now, October 5-1925, upon presentation of a motion for modification of the injunction order of Sept. 29, 1925, and upon agreement of counsel at bar, the Court hereby modifies said order as follows:—

The respondents, their agents, employees and servants are hereby restrained and enjoined from any acts which shall be in violation of the duties set forth in the lease as follows:—

"(1). That they shall so operate the same (said coal) as to not injure, waste or destroy any good coal which by proper mining could be mined and shipped

"(2). That they shall protect the unmined coal from time to time, keeping the main gangway secure, and shall so operate the mine as to not prevent, obstruct or render impracticable the taking out of the remaining coal in any of the seams on said tract of land hereby leased.

"(3.) To mine the coal in such a manner & to keep the mine in such condition and in all respects perform such things as are proper and necessary in order to comply with the Laws of the State in relation to mining."

This injunction to be subject to further order of Court in the premises and to be taken as dissolved unless a motion to continue the same is made on the 14th day of October, 1925.

By the Court, A. R. Chase, P. J.

Oct 12-1925 Answer of Frank Christianson, Julius Johnson & Charles Carlson (erroneously named in Bill as Harry Carlson) filed. and Oct 13-1925 Service accepted by Bell. Boulton & Forsyth-Peff attys.

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Continued from Page 351, No. 2 May T. 1925. Elizabeth W. Bilger vs Reuben G. Bilger et al.

That, having been directed by the said Court to expose at public sale Purpart No. 4, situate in Pike Twp, Clearfield Co., Penna, known as the "Joshua Osgood Tract" containing 126 acres, and Purpart No. 6, situate in Bloom Twp, Clearfield Co., Penna, and known as the "Cleaver Pine Tract" containing 126 acres and 28 perches, the balance of the real estate of the said Jacob Bilger, deceased, having been taken by the heirs respectively, reports as follows:-

That having given due notice of the time and place of sale, as required by law, in the Clearfield Republican and the Raftsman's Journal, two weekly newspapers of general circulation published at Clearfield, Pa., and by Hand bills posted on premises and other prominent places, he did, On the 5th. day of October, 1925, at the Court House in the Borough of Clearfield, Penna, expose to sale at public auction the land described in the Plaintiff's Bill of Complaint, and did then and there sell the same to Mrs. Minerva Bilger Gray, for the sum of Two Thousand ($2000.00) Dollars, for the said purparts, the purchaser being the highest bidder and the said sum being the highest price bid for said land. W. A. Hagerty.

Decree:- Now, October, 14, 1925, the Court having read & considered the return on the order of sale, on motion of Walter Welch, pro Plaintiff,

It is ordered and decreed that the sale set forth in the said report be and the same is hereby ratified and confirmed, and that the Master, having entered security in the sum of Five Thousand Dollars, and the same having been approved by the Court, shall receive and receipt for the purchase money, execute and deliver to the purchaser as set forth in the said return a deed of conveyance in fee simple, and thereupon said premises shall be free and remain firm and stable to the said purchaser.

And it is further ordered that the said Master shall make distribution of the proceeds of the sale among the several parties entitled thereto and shall duly report the same to the Court for approval and confirmation. By the Court) A. R. Chase, P. J.

Now Feb 3, 1926 Notice of the filing of the within report is hereby accepted and time waived. Walter Welch. atty for Elizabeth W. Bilger. Fred W. Bilger. Harry E. Bilger. Gertrude B. Braun & Minnie Welch. Bell, Boulton & Forsyth. atty for Gertrude Taylor. Oscar Bilger. J. W. Reeser. Minerva Gray. Geo M. Bilger. et al.

Feb 4, 1926 Report of Master dividing proceeds derived from Jacob Bilger Estate filed.

Now. Feb 4, 1926 Report Confirmed Nisi absolutely unless exceptions within five days By the Court. A. R. Chase P.J.

Now. Feb 9, 1926 No exceptions filed account confirmed absolutely. Geo W. Ralston. Prothy.

Your Master Respectfully reports as follows:

1st That the title of said property became duly vested in Elizabeth W. Bilger, Harry E. Bilger, Gertrude B. Braun, Fred W. Bilger & Minnie B. Welch, & Reuben G. Bilger, Minerva Gray, Gertrude M. Taylor, John C. Reeser, Myron Reeser, Laura Bilger, Oscar M. Bilger, Mde Bilger, Lodemia B. Zeitler, John Broome, Anna Broome, Brookville Title & Trust Co. Guardian of Henry Broome, Alice Broome & Walter Broome, Jr., as heirs of Jacob Bilger, late of the Boro. of Curwensville, Clearfield Co. Pa. deceased. The other heirs of said Jacob Bilger, by Deed dated Sept. 2, 1903, and recorded in Deed Book "135" Page 414, having conveyed their interest in the lands of said Jacob Bilger to the above named parties.

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Dec Term 1925

Hartswick.
Arnold & Platt

Oct 6
J. Mitchell Chase and Liveright & Chase

Pro. 2.50
Pro .50
" .50
1.00
.25
4.75

Dec 10-1925 Rec'd of pff Atty Dorothy Costs $4.75 as stated
Geo. H. Palston
Pro.

William H. Isenberg
Chas W. Isenberg
Samuel B. Isenberg

3

George Minds
Algeron Jones

Oct 6. 1925 Bill in Equity filed
Your Orators complain and say
That William H. Isenberg & Chas W. Isenberg are residents of Houtzdale Clearfield Co. Pa. and Samuel B. Isenberg is a resident of Osceola Mills. Clearfield Co. Pa.
That Geo. Minds is a resident of the Boro. of Ramey. Clearfield Co. Pa. and Algeron Jones Defdt is a resident of Houtzdale. Clearfield Co. Pa.
That on or about the 31st day of august. 1920 the Kittaning Coal Company. a Corp. organized and existing under the laws of Penna. made a certain written agreement. commonly called a lease. with William H. Isenberg. Chas W. Isenberg & Samuel B. Isenberg. In said written agreement. the said Kittaning Coal Company was therein called lessor. and William H. Isenberg Chas. W. Isenberg & Samuel B. Isenberg were therein called lessee. That a true & correct copy of said agreement is annexed hereto and marked exhibit "A".
That said agreement of the 31st of august 1920 in substance. demised to the lessee the coal known as the "A" seam in portions of the John Musser. John Grant and Thomas Grant tract in Woodward Twp. Clearfield Co. Pa. all according to the terms set forth in said agreement. together with the right to mine and remove the same
That said agreement or lease also provided as follows:
And also together with the right in case of necessity to use so much of the surface of the demised property. not exceeding three acres. as may be necessary for the location of slopes. shafts. drifts. Chutes trestles. railroads dwelling houses and other necessary improvements. the location of which shall be subject to the approval of the lessor.
That Harry Shillingford of Osceola Mills Clearfield County. Pa. is the agent and representative of the Kittaning Coal Company and is a Civil and Mining Engineer.
That on or about the first day of August 1920. your Orators took possession of the premises let and demised under the terms of the said agreement annexed hereto as exhibit "A". That subsequently to taking possession & before the doing of any of the acts herein complained of by the Defts in this Bill in Equity. the said orators laid out and built a tramway and tipple. the location of which was approved of and acquiesced in by the said Kittaning

Coal Co. acting through the said Harry Shillingford. That said tipple and tramway. as now exist on the ground. were completed on or about the 10th of Sept. 1921. and have since said date been plainly visible on the ground. That said tipple and tramroad from and since said date have been actively used by said Orators in the mining and removal of said coal. which is carried over said tramroad and tipple and loaded upon railroad cars at a siding of the Penna Railroad thereat. That said tipple and tramroad so used as aforesaid are necessary to be used by the Orators in the mining and removal of said coal. Said tipple is constructed of wood.

Wherefore your Orators need equitable relief and pray:

That the Defts restore the status quo and a Mandatory injunction be issued to Compel them so to do.

That the Defts. their agents. servants and employees be perpetually enjoined and restrained from in any wise interfering with the mining and removal of the Coal leased by your Orators from the Kittanning Coal Company.

That the respondents be perpetually enjoined and restrained from Constructing any tramroad upon the surface of the land overlying the Coal demised by your Orators

That the respondents be perpetually enjoined and restrained from interfering with. destroying or removing any part of any of the improvements on the surface of the land overlying the Coal demised to your Orators by the Kittanning Coal Company. and particularly from interfering with or destroying any part of the tipple or tramway or the mule yard or enclosure on said land.

That the respondents be perpetually enjoined and restrained from Constructing any tramroad upon the surface of the land overlying the Coal demised to your Orators by the Kittanning Coal Company. which tramroad would in any wise interfere with any tramroad or tipple hereafter necessary to be Constructed by your Orator in the removal of the Coal demised to them by the Kittanning Coal Company

That your Orators be awarded the Costs in this proceeding

That your Orators have such other equitable relief as to the Court may seem proper. Hartswick. Arnold & Platt
Solicitors for Plff.

To the Defts within named.

Unless you have already done so. you are hereby notified and required. within 15 days after the service upon you of this Bill in Equity. to enter a written appearance to the No. and term stated hereon. in the office of the Prothonotary of the Court of Common Pleas of Clearfield County Pa specifying therein a person & place within said Co. where papers. proces & notice may be served upon you. and within 30 days after such service you are required to make a full & complete answer. under oath. to each & every of the averments of this bill. If you fail in either respect. the bill may be taken pro confesso and a decree made against you in your absence Hartswick Arnold & Platt
attys for complainants

Oct 5. 1925 service accepted for the Defts. and personal service waived. Liveright & Chase of Counsel for Defts

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No 3 Dec T 1925 Wm H. Isenberg et al vs. George Minds et al

Oct 10-1925-By paper filed. J Mitchell Chase & Levering H Chase atty. appear for Defts. Nov 2-1925, Answer of Defendants filed. & Oct 31-1925. Service accepted by Hartswick, Arnold & Platt, Attys. for Plff.	
Now, Nov. 25 1925	case called in open court. hearing started
One witness called	on the part of the Plff. case contd. by agreement.
Dec 10-1925-By paper file. This case discontinued by Plff attys.	

No 2 Dec T. 1925 David Bailey vs Franc Christianson et al

Now Oct 2. 1925 Service of the within Writ of Injunction and Bill in Equity accepted for Franc Christianson Julius Johnson and Harry Carlson. By W. Wallace Smith as his endorsement hereon Noted. Now. Oct 5. 1925 Service of within Writ of Injunction and Bill in Equity accepted for M.D. Kelly. By Walter Walch as his endorsement noted hereon. Now Oct 7. 1925 Writ returned unexecuted as to John P. Kelly. So ans Thos. J. Lowell. Shff

Dec Term 1925

Liveright & Chase 4 Nov 9 J. P. O'Laughlin	Iva Hoover Hess Good Clay & Coal Company		Nov. 9. 1925 Bill in Equity filed Iva Hoover Hess Complaining of Good Clay and Coal Company avers & says as follows The Plff Iva Hoover Hess is a resident of the Boro. of Clearfield. Clearfield Co. Pa The Defts. Good Clay & Coal Co. is a corporation of the State of Penna. with an office in Boro. of Patton, County of Cambria & State of Penna and with a plant and a mine near Lumber City Clfd Co. Pa By deed dated June 25. 1917. the Plff. therein named Iva Hess became grantee and owner of the fire clay in, under & upon a certain tract of land situate in Greenwood Twp. Clfd Co. Pa Containg 125.1 acres, with the right of ingress egress and regress into, upon, through over, along and across said lands for the purpose of exploring, manufacturing and preparing said fire clay for market and of mining, manufacturing and removing the same, and for such purposes to build roads, railroads, drains and air shafts upon and under the surface of said land, and to locate and erect such Chutes, tipples, buildings and other structures with the necessary curtillage as may be necessary and proper for the convenient use and working of the mines or works in connection therewith and with the right to deposit waste of the said mines or works upon the surface convient thereto, with a release of all and every claim for damages that may be done to the strata of rock overlying and the strata of rock underlying, such vein or seam of fire clay in said land, or the surface thereof as to the buildings thereon or erected, or the springs, waters, water courses upon or under said land caused by opening, working, mining, manufacturing and removing said fire clay, including ribs and pillars, or any part thereof, off and from said land. By the same conveyance the Plff. became the owner of all the fire clay in, under and upon another tract of land situate in Greenwood Twp. County & State aforesaid Containg 55 acres, more or less with perpetual right to grantee, her heirs and assigns to enter upon the surface of said land for the purpose of prospecting, mining said minerals and to make such improvements as may be necessary to remove the same.
	Crothy by atty	2.25	
	Shff Lowell	2.20	
	Rec 3 copies cert	1.50	
	"	.50	
	" 3 cops cert	1.50	
	"	1.50	
	"	50	
	"	1.00	
		12.05	
	Sept. 14, 1926. Received $9.80 from A. M. Liveright for costs (less 2.25 due atty) Geo. W. Ralston, Pro.		

That in the year 1924 and 1925 the Deft was engaged in the operation of a veir of bituminous coal in Greenwood Twp. overlying the fire clay so as aforesaid belonging to Plff. and in that behalf Deft Dug. mined and removed coal for its use and purposes & transported the same away for its own consumption or for market purposes.

That at the same time, the precise dates being to Plff. unknown, and she having been unable to learn the same after diligent enquiry without the consent of the Plff. the Deft mined and removed a large quantity of fire clay belonging to Plff. situate as aforesaid in Greenwood Twp. and destroyed the strata of fire clay to her belonging.

Plff has protested against the acts of the Deft. and made known her objections to the General Manager of Deft. Geo E. Brundible but she is informed & believes and expects to prove at the trial that notwithstanding her protest the Deft has continued to mine and remove said fire clay to her belonging without her consent and threatens so to do in the future.

Plff avers and says that the fire clay to her belonging is of great value, to wit of the value in place of 20¢ the gross ton of 2240 pounds.

Plff therefore prays the Court as follows:

That the Deft be required to account to her for the fire clay as aforesaid taken by it from her property and in such account to set forth the dates of the taking the quantities of fire clay removed and the purposes to which the same has been put.

That the Deft be required to pay to the plff. such amount as shall be found justly due to her by virtue of its acts hereinbefore complained of.

That the Deft be required to pay to the plff. such amount as shall be found just and equitable on the hearing of the cause by the Court for the damage & injury done to her fire clay property as a whole because of the matters hereinbefore complained of.

That the Deft its agents, servants & employees be perpetually enjoined and restrained from removing any more of the fire clay to the Plff. belonging particularly described & referred to in her bill

That the Court grant such other relief as may be appropriate and helpful to her in the premises.

That the costs of this proceeding be imposed upon the Deft and she will ever pray Liveright & Chase Solicitors for Plff.

Now. Nov 10. 1925 the Prothonotary is directed to enter my appearance in this case for the Defts. I accept service hereof and waive other service Jas. P. O'Laughlin. Atty for Defts.

Now. Nov. 10. 1925 service of the within Bill in Equity with notice endorsed thereon accepted for Good Clay & Coal Co. Defts. by their atty. Jas. P. O'Laughlin as per endorsement hereon noted

So Attest Thos J Lowell. Shff.

Dec 19-1925 Defendants' Answer filed, & Dec. 19-1925 service of defendants' answer accepted by and for plaintiffs. Liveright & Chase, Attys. for Plff.

Jan 2-1926 Plffs Replication filed and Jany 6-1926 3 Cert Copies Served on Jas P. O'Laughlin Deft Atty.

Feb 11. 1926 Dec argh Lieb

Contd on Page 383

December Term. 1925.

Hartswick, Arnold & Platt.	Augustine Marano.		Nov, 20-1925. Bill in Equity, filed.
			To the Honorable A. R. Chase, President-Judge of said Court:-
	5		Your Orator complains and says:-
			First:-That the Plaintiff, Augustine Marano,
Bell, Boulton & Forsyth	Savena (Sam) Cubello.		owns in his own right and is in possession of several tracts or parcels of land lying in what is known as the Kerr Addition in the Township
Pro	by Atty.	2.50	of Lawrence, Clfd. Co., & state of Penna, The several
"	(3 copies Cert.)	1.50	tracts of land are known & designated in the map
Shff	Smith	4.60	or plot of the said addition as Lots 17-18-25-26-
Pro	"	50 50	44-69-70-71-75-76-77-78-87-88-89 and 90, and in
	"	6.0	addition to these numbered lots Plaintiff also owns
	"	1.50	in his own right and is in possession of a certain
		1.00	triangular strip of land in said addition more
	"	60 1.50	fully described as follows:-
	"	60 1.50	All that certain piece, parcel or lot of land
		50 1.00	situate in "the Kerr Addition" in the Twp. of
		18.40	Lawrence, Clfd. Co., & state of Penna, bounded and described as follows, to wit:-
July 3 1928 & Rec'd of Sam Cubello 18.40 costs in above case. Geo W Ralston Pro,			Beginning at a post in the public road leading from Clearfield to Shawville & in line of land of John Moore Estate; thence by line of said land North 3° 30' east 452 ft. to a post; thence by the east side of a 16 ft. alley of the "Kerr Addition" plot 47° 6', west 353.7 ft. to post in said public road leading from Clearfield to Shawville; thence by said public road South 46° East 299 ft. to post & place of beginning. Containing 1.22 Acres.
			Being the same premises which Gertrude E. Cosgrove & John Cosgrove & Fred. B. Kerr & wife by deed dated July 25-1916, and recorded in Deed Book 216, page 65, conveyed to Joseph J. Pratt, Nick Pratt, and Tony Pratt, & the said Nick Pratt & Tony Pratt & wife, by deeds duly recorded conveyed their interest to the said Joseph J. Pratt, who is a single man, who conveyed said premises to Augustine Marano by deed dated January 12-1926, recorded at Clearfield in Deed Book 240, page 95.
			Second:-That the defendant, Savena (Sam) Cubello owns, occupies and is in possession of a lot known and designated as Lot No. 27 in said addition.
			Third:-That the said lots of Plff. numbered 16-17 & 18, lie to the south of the aforementioned lot of the defendant, & are separated therefrom by a sixteen foot alley.
			Fourth:-That the aforesaid triangular piece of land owned by the Plff. lies to the eastward of the lot of said defendant, & part is separated from defendants lot by a second 16 ft. alley, running at right angles to the first-mentioned alley.
			Fifth:-That the westward end of the

aforementioned lot of said Defts. abutts on a second highway known & designated on the aforesaid map or plot as Good St.,

Sixth:- That all of the lots in the aforesaid addition were laid out & measured off with reference to certain streets & alleys, & these streets and alleys were dedicated to the use of all persons owning or who may own lots in said addition.

Seventh:- That Plff. & Defts. purchased & became owners of the numerous lots or pieces of ground as aforesaid in reliance upon the plan & dedication of the streets & alleys, & believing that they would have unobstructed use of the same.

Eighth:- That prior to the filing of this Bill, Defendant excavated or caused to be excavated & carried from his lot, great quantities of ground and dirt, & deposited large portions of this dirt upon the alley first mentioned herein, lying to the south of Defts' lot causing it to become rough and uneven so that in some places it was as much as 2 feet higher than the original alley as laid out, thereby obstructing the free use of this alley by Plff. & causing him great trouble and inconvenience in the enjoyment and use of the aforesaid triangular piece of land and lots 16-17-18.

Ninth:- That Defendant also deposited large portions of the dirt excavated from his lot upon the second alley mentioned herein, lying to the East of Defts lot, causing the surface of this alley to become rough and uneven and raising it in places as high as two feet above the original level of the alley as laid out. Defendant also deposited cans and other rubbish in this alley, thereby obstructing the free use of this alley by Plff. and causing him great trouble and inconvenience in the enjoyment and use of said triangular piece of land & lots 16-17 & 18, and making it dangerous to travel over this portion of the said alley.

Wherefore your Orator respectfully prays:-

First:- That a mandatory injunction issue from this Court requiring Defts. to remove from the alley lying to the South of his lot, & from the alley lying to the East of his lot all dirt, ground, cans, or rubbage placed or caused to be placed thereon by Defts.

Second:- That an injunction issue from this Court restraining collecting of water by Defts, & depositing it on the streets and alleys and lots of the Plaintiff.

Third:- That your Orator may have such other & further relief in the premises as the nature of the case may require, and as would be equitable and just.

Hartswick, Arnold & Platt, Solicitors for Complainant.

To the defendant within named:-

Unless you have already done so, you are hereby notified & required, within 15 days after the service upon you of this Bill in Equity, to enter a written appearance, to the term & number stated hereon, in the office of the Prothonotary of the Court of Common Pleas of Clearfield County, Pennsylvania, specifying therein a person and place within said county, where papers, process and notice may be served upon you; and within 30 days after such service you are required to make a full and complete answer, under oath, to each and every averments of this bill. If you fail in either respect, the bill may be taken pro confesso and a decree made against you in your absence.

Hartswick, Arnold & Platt, Attys. for Complainant.

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December Term. 1925.

Hartswick, Arnold & Platt.	James Keith & Sarah Jane Keith.		Nov. 24-1925. Bill in Equity filed. To the Honorable A. R. Chase, President Judge of said Court:-
Nov. 24.	6		Your orators complain and say:-
Beer, Boult and Forsyth	Irvona Coal & Coke Company.		First: That your orators are residents of the village of Blain City, Beccaria Twp, Clearfield Co, Penna, and are citizens & taxpayers of the said Twp. of Beccaria, Clfd. Co, & state of Penna, that your orators are the owners of 3 lots in the village of Blain City, known in the general plan of said village as lots Nos. 42, 43 & 44. The said lots Nos. 42 and 43 being the property and held in the name of your orator, Sarah Jane Keith. The remaining lot No. 44 is the property & held in the name of your orator, James Keith. That the three lots are used as one property, and the said lot No. 44 having thereon erected a two story frame shingle roof six room dwelling house. That on the premises aforesaid your orators have their domicile and place of residence.
Pro by Atty.		2.50	
"		.50	
"		50	
12-29- "		50 / 60	
"		1.50	
"		1.00	
Pffs. Writ & Pro Co		86.69 / 50	
"		60	
"		1.50	
"		60	
"		1.50	

Second:- That the aforesaid town lots in the Village of Blain City as previously described are bounded by, and abutt a public street in the Village of Blain City, as laid out in the plan of the said Blain City, and that such street is commonly known as Pine Street, and has been a public street for upwards of Twenty-one years, & has been so used and known in the Community. That said public street is also bounded on the side opposite the property of your orators by a property owned and occupied by George Dick, as well as other properties and residences.

Third:- That the defendant, Irvona Coal & Coke Company, is a Pennsylvania Corporation, and having its municipal office & place of business in Beccaria Township, Clfd. Co. Penna,

Fourth:- That the Defendant, Irvona Coal & Coke Company, has made and caused to be made, an opening or drift for the mining of coal some One Hundred yards in a northerly direction from the town lots hereinbefore described. That Defendant did mine coal, and remove coal from said opening or drift, and did pile the bony, dirt, & other waste materials from the said opening or drift on its property, lying just East of, and abutting against the premises owned & occupied by your orators, and did maintain a dumping ground on said premises, piling the said bony, dirt and other waste materials from twelve to fifteen feet high. That Defendant placed a culvert, or sewer running underneath their tracks and over their property, and to a point approximately 8 feet of the premises owned and occupied by your orators, for the purpose of receiving & carrying away surface water, and

water pumped from the mines owned & operated by Defendant. That said culvert or sewer did become obstructed and plugged up so that it would not carry the water away, thereby forcing the water to flow over the aforesaid piles of bony, dirt and other waste materials, and washing the same onto the premises owned & occupied by your orators, damaging said premises and interrupting the peaceful enjoyment, profit & occupation of same by your orators.

Fifth:- That Defendant did build or construct a tramway, or road, extending on and along the aforementioned Pine Street, directly opposite the premises owned and occupied by your orators, and did remove road coal and rock from the said opening or drift, carry it along this tramroad, and dumped and piled it upon the public highway in this Bill described in such manner as to create barriers and obstructions on said public street, raising the level of the said public street as much as 4 feet in places.

Wherefore, your orators need equitable relief and pray:-

First:- That an injunction issue restraining & rejoining the said Deft, its agents, servants, & employees, and each and every of them, from piling or dumping any additional road coal, rock, or any substances whatsoever upon the said public street, as described in this Bill.

Second:- That the Defendant be ordered and directed to repair & place in as good condition, as previously existed before the act complained of in this Bill, the public street as previously described and that the Defendant remove all and every kind of obstruction, placed or caused to be placed by them, their agents, servants or employees on said public street, and remove all and every kind of materials, caused to be washed upon the premises owned & occupied by your orators.

Third:- That by reason of the aforesaid acts of Deft, the soil of the premises owned and occupied by your orators has been injured and rendered non-productive, your orators have lost the use of said premises thru a long period of time, have suffered inconvenience in being deprived of access to, and enjoyment of, the aforesaid premises, suffering damages thereby to the extent of Three Thousand ($3,000.00), Dollars.

Fourth:- That your orators have such other & further equitable relief as the nature of this case may require.

Hartswick, Arnold & Platt, Attys. for Plff.

To the defendant within named:-

Unless you have already done so, you are hereby notified & required, within 15 days after service upon you of this Bill in Equity, to enter a written appearance, to the term & number stated hereon, in the office of the Prothonotary of Court of Common Pleas of Clearfield County, Penna, specifying therein a person & place within said County, where papers, process & notice may be served upon you; and within 20 days after such service you are required to make a full and complete answer, under oath, to each and every of the averments of this Bill. If you fail in either respect, the Bill may be taken pro confesso and a decree made against you in your absence.

Hartswick, Arnold & Platt, Attys. for Plff.

Now, Nov. 24, 1925, service of within Bill accepted by copy.

Bell, Boulton & Forsyth, Attys. for Defts.

Dec 4, 1925 By paper filed Bell, Boulton & Forsyth enter their appearance for Defts & Dec 29-1925 Defendant's Answer filed. Dec 31-1925 Service Accepted on Deft Answer. by Hartswick Arnold & Platt, pfs, attys.

Feb 11, 1926 On Argt List.

Mar 15, 1926 Motion to amend. Now Mar 11, 1926 Amendment allowed. By the Court.

Over Page 366

No 6 Dec T 1925 Keith vs Iowana coal & coke co

Cont

	Mar. 31 1926 Testimony filed	

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Contd from Page 363. Augustine Marano vs Sam Cubello No 5 Dec T. 1925

Now Feb 18. 1926. I hereby return this writ served personally on the Deft Sam Cubello three true and attested copies of the original Plffs Bill and printed notice endorsed thereon and Court order and making known unto him the contents thereof.
So. answers. Percy E. Smith. Sheriff.
Feb 25. 1926 By paper filed Bell Boulton & Forsyth attys enter their appearance for Deft.
Feb 25. 1926 Defts answer filed with service accepted Feb 25. 1926 by Hartwick. Arnold & Platt. attys for Plff.
Dec. 10. 1926 On Argt List
May 17. 1928 On Argt List
June 20. 1928 Decree filed
And Now. June 18. 1928. it is agreed between Counsel for Plaintiff and Counsel for Defendant that the Court shall enter a final decree by consent of the parties as follows:-
It is ordered adjudged and decreed that Sam Cubello. the defendant. shall restore the grade of the alley laying on the south side of the Cubello property and the north side of the Augustine Marano property. and that the said grade be restored according to the plat attached to this decree as of the line thereon indicated as "profased grade".
It is further decreed the defendant pay the costs of this proceeding. the Plaintiff to file no witness bill
The Defd. is further perpetually enjoined from drawing waste water out into the alley in question. John C. Arnold for Plff and J. Cortez Bell. for Defd.
Now. June 18. 1928. this agreement is approved by the Court and is made the Order and Decree of said Court. By the Court
A. R. Chase P. J.

February Term. 1926.

Jas. P. O'Laughlin — Sophia Gleason.

Dec. 16-1925. Bill in Equity filed.
To the Honorable A. R. Chase, President Judge of said Court,

Dec 16. /

Your oratrix, Sophia Gleason, complains & says:-
1. That your oratrix is a resident of DuBois, Clearfield County, Penna.

Pentz & Pentz → Martin Gleason.
Michael J. Gleason.
Catherine Collins

2. That your oratrix is the widow of Terence J. Gleason, deceased, who was a son of Patrick Gleason, deceased, late of the Boro. of DuBois, in said Clearfield County,

Jas. P. O'Laughlin — Mae L. Gleason.
Margaret L. Gallagher.
" " — Catherine C. Redding.
Joseph Leo Gleason.

3. That the said Patrick Gleason died intestate about 1908 or 1909 in the said Boro. of DuBois, leaving to survive him as heirs at law:-
1. Catherine, widow, 2. Martin, son; 3. Michael J., son; 4. Mary, daughter; 5. Catherine, daughter, intermarried with Joseph J. Collins; 6. Terence J. Gleason, son.

1-22-1926.
Pro. by Pff 2.50
" 3 copies cert. 1.50
" .50
" .50
1-15-26 " .50
" " .50

4. That the said Catherine Gleason, widow of the said Patrick Gleason, deceased, died testate on the 22nd. day of January, 1911, in Boro. of DuBois

5. That the said Mary Gleason, daughter of the said Patrick Gleason, deceased, died in 1920, intestate and unmarried and without issue;

6. That the said Terence J. Gleason, son of the said Patrick Gleason, deceased, died testate on the 10th. day of September, 1922, in the Boro. of Clearfield, Clearfield Co., Penna, leaving to survive him the following named widow and children:-
1. Sophia, widow; 2. Mae L. daughter, 3. Margaret L., daughter, intermarried with William Gallagher; 4. Catherine C., daughter, intermarried with Lawrence J. Redding; 5. Joseph Leo, son;

7. That the defendants in this proceeding and their residences are as follows:-
Martin Gleason, DuBois, Pa, Michael J. Gleason, DuBois, Pa, Catherine Collins, DuBois, Pa, Mae L. Gleason, DuBois, Pa, Margaret L. Gallagher, 11431 Clifton Blvd., Cleveland, Ohio; Catherine C. Redding, Dalin, Pa., & Joseph Leo Gleason, DuBois, Pa.

as amended Pentz & Pentz — Martin L. Gleason
Michael J. Gleason & Josephine Gleason his wife
Catherine Collins
Mae L. Gleason
Margaret Gallagher & William Gallagher her husband.
Jas P. O'Laughlin — Catherine C. Redding & Lawrence J. Redding her husband
" " — Joseph Leo Gleason &
Pentz & Pentz — Joseph J. Collins
Defendants

8. That all of the parties hereto are of full age;
9. That the said Patrick Gleason, deceased, was at the time of his death seized in fee of the following described real estate:-

(a). All that certain lot or piece of land situated and being in the Boro. of DuBois, bounded and described as follows:-

Beginning at the corner of an alley and Booth St.; thence along the Northern boundary of Booth St., 46.4 ft. westerly from the corner of the alley to the corner of the lot of Mc Creight; thence along the said line of Mc Creight lot 150 ft.; thence along said line 30° Northerly 80.3 ft. to a post; thence in a right angle along the said Mc Creight line 16 feet to a post at Shaffer alley; thence along said alley to the place

of beginning.

Said tract of land became vested in said Patrick Gleason, deceased, by deed of James L. Monighan and S. L. Monighan, his wife, dated the 9th. day of July 1888, and recorded in the office for the recording of deeds, etc, in and for said Clearfield Co, in Deed Book No. 49, page 77;

(b.) All that certain lot or parcel of land situate, lying & being in the Boro. of DuBois, bounded & described as follows:-

Beginning at a post on Shaffer Alley, at northeast corner of Patrick Gleason's lot; thence North 13° 30' east along line of said Shaffer Alley 8 ft. to a post; thence south 76° 30' west 16 ft. to a post; thence south 3° 30' west 8 ft. to a post at the north west corner of Patrick Gleason's lot; thence along the line of Patrick Gleason's lot north 76° 30' east 16 ft. to a post on Shaffer Alley and place of beginning.

Said tract of land became vested in said Patrick Gleason, deceased, by deed of Margaret Baum and A. F. Baum, her husband, dated the 19th., day of September, 1899, and recorded, in the office for the recording of Deeds, etc, in and for said Clearfield County in Deed Book No. 60, page 302.

10. That the above two described tracts of land are improved, there being thereon erected a dwelling house.

11. That the said dwelling house is at the present time and has been for many years occupied by said Martin Gleason, Michael J. Gleason and Catherine Collins as a place of residence.

12. That the said Martin Gleason, Michael J. Gleason and Catherine Collins who have occupied the above described premises as a place of residence have never paid any rental for the use of the said premises.

Your Oratrix, Therefore, Prays:-

1. That the above named defendants shall be required to answer the matters hereinbefore complained of:-

2. That partition be made of the said premises among the several parties interested therein;

3. That this petition be referred to a Master or a Master and a Commissioner to divide & partition the said land and premises into purparts and to value the same, and to ascertain the amount, if any, that shall be charged thereon for owelty, or which shall be paid or secured to the parties to whom no purparts can be allotted in the manner authorized by law;

4. That an account be taken of the rental, profit, and income of the said real estate that has accrued since the death of the said Patrick Gleason, deceased, and that the proportionate part thereof due each of the parties hereto be allotted and decreed to each of them;

5. That there be allotted to each of the parties hereto the repective share of each in said real estate and said rental, profit and income therefrom, the same to be thereafter held by each of them in severalty;

6. That if such partition and allottment of the said real estate cannot be made without prejudice to the parties in interest or shall be refused by them, that the said premises be sold and the proceeds thereof divided among the parties entitled thereto, according to their respective interests therein, and that the execution and delivery of a deed or deeds of conveyance therefor to the purchaser or purchaser's thereof, upon

(Continued on Page 370).

Continued from Page 369. No. 1 Feb. Term. 1926.
Sophia Gleason vs. Martin Gleason et al.

the purchase money therefore being paid or secured, be directed to your Honorable Court to be made, executed acknowledged and delivered by the said Master appointed by your Honorable Court;

7. And such other and further relief as to your Honorable Court shall deem necessary under the circumstances;

And your oratrix will ever pray.

Jas. P. O'Laughlin, Solicitor for Plaintiff.

To Martin Gleason, Michael J. Gleason, Catherine Collins, Mae L. Gleason, Margaret L. Gallagher, Catherine C. Redding, and Joseph Leo Gleason, the defendants within named:-

Unless you have already done so you are hereby notified and required, within 15 days after the service upon you of this Bill in Equity, to enter a written appearance, to the term and number stated hereon, in the office of the Prothonotary of the Court of Common Pleas of Clearfield County, Penna., specifying therein a person and place, within said County, where papers, process and notices may be served upon you; and within 20 days after such service you are required to make a full and complete answer, under oath, to each and every of the averments of this Bill. If you fail in either respect the bill may be taken pro confesso and a decree made against you in your absence.

Jas. P. O'Laughlin, Attorney for Plff

Now, this 15th. day of December, I, Jas. P. O'Laughlin, atty, do hereby direct the Prothonotary to enter my appearance of record for defendants Mae L. Gleason, Margaret L. Gallagher, Catherine C. Redding, and Joseph Leo Gleason, and for them I hereby accept service of the said Bill for Equity and waive other & further notice or service thereof, and for them and as answer to the said Bill I do hereby assent to and agree that partition be made of the said real estate in the manner provided by laws, as sought to be done by this proceeding, and that the other prayers of the plaintiff in the said bill be granted.

Jas. P. O'Laughlin.

Dec. 17-1925. Service accepted by copy. Pentz & Pentz, Attys. for Defts.

Dec 24-1925. By paper filed Pentz & Pentz Attys. Enter their Appearance for Martin Gleason, Michael Gleason and Catherine Collins Defts.

Jan 18. 1926 Amendment to Bill in Equity for Partition filed--

Now Jan 14. 1926 Counsel for the Plff & Counsel for Defts agree

(1) That the Bill in Equity in this Case be amended so as to show the following named Additional Defts. that is, Josephine Gleason, Joseph J. Collins, William Gallagher, and Lawrence J. Redding with the same force and effect as if the said persons were named as Defts in the original bill in equity before it was sworn to or filed.

(2) That paragraph (7) of said Bill in Equity be amended to read as follows:-

"(7). That the Defts in this proceeding and their residences are as follows:-

Martin Gleason, Du Bois Pa Michael J. Gleason, Du Bois Pa and Josephine Gleason, his wife, of Du Bois Pa Catherine Collins, of Du Bois, Pa and Joseph J. Collins, her husband of Du Bois Pa Mae L. Gleason, Du Bois, Pa. Margaret L. Gallagher, 11431 Clifton Blvd. Cleveland, Ohio, and Wm. Gallagher, her husband

Continued from Page 370. No 1 Feb Term 1926
Sophia Gleason vs. Martin Gleason et al

11431 Clifton Blvd. Cleveland Ohio. Catherine C. Redding. Iselin Penna and Lawrence J. Redding. her husband. Iselin, Pa. Joseph Leo. Gleason DuBois, Pa. Jas. P. O'Laughlin. atty for Plff.
Reutz + Reutz. attys for Deft.

Jan 25. 1926 By paper filed Jas. P. O'Laughlin. atty enters his appearance for Catharine Gleason Redding and Lawrence J Redding of Defts

February Term. 1926.

W. Elbridge Brown.

Michael Evanochko,
Lewis Guristock,
John Russin
Paul Somsky
Trefon Barcho
Peter Maruschack,
Metro Evanochko
Steve Adamchik
Joe Swartz
Harry Russin
John Popovich
Michael Russin, Sr.,
Trustees of the St.
Mary's Russian Orthodox
Greek Catholic Church
of Madera, Pennsylvania.

Dec. 23. 2

Rt. Rev. Platon Rojdestvensky,
Rt. Rev. Alexander Nemolovsky,
Wladamir W. Baumistrov,
Valerian E. Greaves,
East 94th St., New York,
V. Rev. Alexander Kukulifsky,
V. Rev. Peter Popoff,
Laurence I. Conschine,
V. Rev. Lenoid Turkevich,
General Board of Trustees
of the Russian Orthodox
Greek Catholic Church,
Merrill E. Gates, Jr.,
Receiver of the Trust
Estate of the Arch
Bishop and Consistory of
the Russian Orthodox
Greek Catholic Church,
36 W. 44th St., New York City.

Pro.	2.50
" (1 copy cert.).	.50
Shff. Lowell	1.00
Pro	.50
"	.50
"	.50
"	.50
Shff Smith	7.00
Pro	.50
"	3.00
"	1.50
"	.50
" Dfs	1.00
	19.50

Sept 14. 1926 Recd of A. M. Lowright atty Costs:— Shff Lowell 1.00 Shff Smith 7.00 Pro. Ralston 11.50 total Recd $19.50

Dec. 23-1925. Bill in Equity filed.

To the Honorable, the Judge of said Court:-

Your orators complain and say:

1. That the plaintiffs Michael Evanochko, Lewis Guristock, John Russin, Paul Somsky, Trefon Barno, Peter Maruschack, Metro Evanochko, Steve Adamchik, Joe Swartz, Harry Russin, John Popovich and Michael Russin, Sr., are individuals all residing in the Township of Bigler, County of Clearfield, and State of Penna, are all members of the congregation of the St. Mary's Russian Orthodox Greek Catholic Church of Madera, Penna, and were at a duly constituted meeting of the congregation of the St. Mary's Russian Orthodox Catholic Church of Madera, held on the 17th day of August 1924, duly elected as Trustees for said Congregation and that this Bill is filed in their capacity as such Trustees and for and in behalf of the said Congregation and not as individuals.

2. (A). That the defendant, Rt. Rev. Platon Rojdestvensky is, or was, the ruling Arch Bishop of the Russian Orthodox Greek Catholic Church of the Diocese of North America; and that to the best information of the plaintiffs, resides in the City of New York and State of New York.

(B). The defendant, Rt. Rev. Alexander Nemolovsky was at one time the ruling Arch Bishop of the Russian Orthodox Greek Catholic Church of the Diocese of North America, and that his present whereabouts are not known to your plaintiffs.

(C). That the defendants, Wladamir W. Baumistrov, Valerian E. Greaves, V. Rev. Alexander Kukulifsky, V. Rev. Peter Popoff, Laurence I. Conscpine and V. Rev. Lenoid Turkevich, are individuals and are a so called General Board of Trustees for the Russian Orthodox Greek Catholic Church. That their residences are not known to the plaintiffs but the office of said Board in charge of Valerian E. Greaves, one of said Board, is or was situate at 4 East 94th St., New York City, and State of New York.

(D). That the defendant Merrill E. Gates, Jr., is an individual appointed by the Supreme Court of New York at Special Term, Part 1, Nov. 25745-1918, as Receiver of the property, or the Arch Bishop and Consistory of the Russian Orthodox Greek Catholic Church, and his office is situate at 36 West 44th Street in the City of New York.

3. That the Congregation of the St. Mary's Russian Orthodox Greek Catholic Church of Madera, for whom your orators are the Trustees, are the owners of three pieces or parcels of real estate situate in the Township of Bigler, County of

Clearfield, and state of Pennsylvania.

a. The first thereof, all the following described lot or piece of land for the purpose of a cemetery, bounded and described as follows, to wit:-

Beginning at a post corner 50 ft. distant N. 12° East from a pine stump at the public road leading from Madera, Penna, to the Alexander Cemetery in Bigler Twp, Clfd. Co, Penna, ; thence from the post corner as mentioned, North 12° East 150 ft. to a post corner ; thence North 89° West 250 ft. to a post corner ; thence South 12°, 150 ft. to a post corner ; thence South 89° East 250 ft. to a post and place of beginning.

Being part of a larger survey known as Division No. 5 of the tract survey of James Alexander and conditioned as follows:-

Title to include the surface to a depth of 70 feet, to be computed by vertical measurement at the corner of the place mentioned as the place of beginning in the aforesaid description.

However, reserving to James Alexander or his successors, in title, his heirs or assigns, all the coal, fire clay and other minerals beneath the surface of the soil below a depth of 70 feet from the starting point, to be measured vertically, with the full and free right of ingress, egress and regress to mine, remove and take away the said coal and minerals below the depth of 70 feet, without hindrance or any liability for damages from breaking of the strata above said 70 feet vertically. The title for the above mineral right having become legally vested in Joseph Alexander by deed from the Madera Coal & Improvement Company, a corporation existing under the laws of Pennsylvania, and which deed is recorded in the Recorder's Office for Clearfield County in Deed Book Vol. 181, at page 78. Title to the surface became legally vested in Joseph Alexander by deed from James Alexander & recorded in Deed Book "CC" at page 358.

The title to the said property was conveyed by Joseph Alexander to the Trustees of the Russian Orthodox Church Association of Madera, Pa, by deed dated the 22nd. day of July 1910 and recorded in the Recorder's Office for Clearfield County in Deed Book 186 at page 243. And Peter Maruschak, et al., the then Trustees of the Russian Orthodox Greek Catholic Church Association of Madera, by their deed dated the 21st. day of February 1914 and recorded in the Recorder's Office for Clearfield County in Deed Book 200 at page 414, granted & conveyed the said premises to the Most Rev. Platon Rojdestvensky of New York, as Trustee for the use and benefit of the congregation of the St. Mary's Russian Orthodox Greek Catholic Church, of Madera, Penna,

And the said Platon Rojdestvensky, Trustee, by his deed dated the 28th. day of May 1914, recorded in the Recorder's Office for Clearfield County in Deed Book 203, at page 575, granted & conveyed the said premises to Alexander Nemolovsky (Nemolotsky) Bishop of the Russian Orthodox Greek Catholic Church of North America, as Trustee for the benefit of the Russian Orthodox Catholic Church of Madera.

(B). The second thereof, having now erected thereon a stone church building, bounded & described as follows:- All those 2 certain town lots situate in Joplings Addition to the town of Madera, Twp. of Bigler, Clfd. Co., Penna, bounded and described as follows:-

Lot No. 19 fronting on Main St., 50 feet and running back along Jopling St., in a Northerly direction 150 feet to Shoff alley ; being known and designated as Lot No. 19 in the general plan of Joplings Addition to the town of Madera.

Also lot No. 21, beginning at a post on Main Street ; thence 150 ft. to post at alley ; thence 50 ft. to post at alley ; thence 150 ft. to post at

(Continued on Page 374).

Continued from Page 373. No. 2 February Term. 1926.

Main St, i thence 50 feet along Main Street to a post and place of beginning. Bounded on the South by Main Street i on the North by Maratte Alley i on the West by lot No. 19 and on the East by an alley. Being Known as lot No. 21 in the general plan of the Jopling Addition to the town of Madera.

Being the same premises conveyed by David D. Hoag, et ux., to Joseph Alexander by deed dated the 9th day of March A. D. 1903 and recorded in the Recorder's Office for Clearfield County in Deed Book 130 at page 218.

And the said Joseph Alexander by his deed dated the 14th. day of July A. D. 1909 conveyed the said premises to Wasel Russin et al, Committee for the Russian Orthodox Greek Catholic Church at Madera, which deed is recorded in the Recorder's Office for Clearfield County in Deed Book 180 at page 269.

And the said Wasel Russin, et al, by their deed dated the 13th. day of May 1910, conveyed the said premises to the St. George Brotherhood No. 143 of the the Orthodox Mutual Aid Society of the U.S, a Corporation, which deed is recorded in the Recorders Office for Clearfield County in Deed Book 181 at page 467.

And the St. George Brotherhood No. 143 of the Orthodox Mutual Aid Society of the U. S, by its deed dated the 21st. day of February 1914 and recorded in the Recorder's Office for Clearfield County in Deed Book 200 at page 416, granted & conveyed said premises to the Most Rev. Arch Platon Rojdestvensky of New York City, Trustee for the congregation of the St Mary's Russian Orthodox Greek Catholic Church of Madera.

And the said Platon Rojdestvensky, Trustee for the St. Mary's Russian Orthodox Greek Catholic Church of Madera, by his deed dated the 29th. day of May A. D. 1914, conveyed said premises to Alexander Nemolovsky, Bishop of the Russian Orthodox Greek Catholic Church of Madera, which deed is recorded in the Recorder's Office of Clearfield County in Deed Book 203, at page 57;

(C), The third thereof, having now erected thereon a two story frame dwelling house known as the priest house or parsonage. Being all those two certain lots of ground situate in Joplings Addition to the village of Madera in the Township of Bigler, Clfd. County and state of Penna.,

The first thereof being lot No. 23 and being 50 ft. by 150 ft, bounded on the South by Main St, i on the West by an alley i on the North by Marlee Alley i and on the East by lot No. 25.

And the second thereof, being lot No. 25 and being bounded on the North by Marlee Alley i on the East by Madison St., i on the South by Main St., and on the West by lot No. 23 i and being a lot 50 ft. by 150 ft. Said lots being designated as lots No. 23 and 25 in the plan of Joplings Addition to the village of Madera.

Which premises David W. Anderson, et ux., by deed dated the 11th day of May 1914 at the direction of the congregation of the St. Marys Orthodox Greek Catholic Church of Madera, conveyed to the Most Rev. Arch Bishop Platon Rojestvensky of New York City, as Trustee, which deed is recorded in the Recorder's Office for Clearfield County in Deed Book 205 at page 142.

And the said Platon Rojdestvensky, Trustee, by his deed dated the 28th. day of May A. D. 1914 conveyed said premises to Alexander Nemolovsky, Bishop of the Russian Orthodox Greek Catholic Church of North America, as Trustee for the benefit of St. Marys Russian

(Continued on next page).

Orthodox Greek Catholic Church of Madera.

Wherefore your orators, needing equitable relief, pray your honorable court to enter a decree in favor of the plaintiffs for the real estate described in the Third Paragraph of this bill, situate in the Twp. of Bigler, Clfd. County, Penna, and to appoint a Trustee to make a conveyance of the legal title to said real estate to the local trustees named in the First paragraph of this bill.

And your orators further pray that your Honorable Court may direct that service of the above petition be made upon the defendants whose whereabouts are known, all being non-residents of the state of Penna, by registered mail and by publication of a notice of the filing of this bill in a newspaper of general circulation in Clearfield County once each week for four weeks.

And that your plaintiffs may have such other & further relief as the case may require and to your honor may seem meet under the circumstances.

St. Mary's Russian Orthodox Greek Catholic Church, Madera, Pa.,
By John Russin.
W. Elbridge Brown, Atty. for St. Mary's Russian Orthodox Greek Catholic Church, Madera, Pa.,

To the defendants within named:-

Unless you have already done so, you are hereby notified and required within 15 days after the service upon you of this Bill in Equity, to enter a written appearance to the term & number stated hereon, in the Office of the Prothonotary of the Court of Common Pleas of Clearfield County, Penna, specifying therein a person and place within said County where papers, processes and notices may be served upon you; and within 20 days after such notice you are required to make a full and complete answer under oath to each & every of the averments of this bill. If you fail in either respect the bill may be taken pro confesso and a decree made against you in your absence.

W. Elbridge Brown
Atty for Russian Orthodox Greek Catholic Church of Madera, Pa.

Now, Dec. 26-1925, I hereby make return of N. E. I. as to the defendants, Rt. Rev. Platon Rojdestvensky et al, So Answers, Thos. J. Lowell, Shff.

Mar 23 1926 Petition filed

And Now Mar 23. 1926. it appearing by affidavit to the satisfaction of the Court that the Defts Rt. Rev. Platon Rojdestvensky Rt. Rev. Alexander Nemolovsky. Wladamir N. Bauministrov. V. Rev Alexander Kukulifsky V. Rev. Peter Popoff. Laurence D. Pouschine. V. Rev Lucid Jurkevich. can not upon diligent inquiry be found so as to be personally served with process, on motion by W. Elbridge Brown. Plffs solicitor it is ordered that the Bill of complaint be served upon the said Defts by publication in the manner prescribed by law, once each week for six successive weeks in one newspaper published in the County of Clearfield; and that in default of an appearance within 15 days after the last publication the Bill may be taken pro Confesso; and that any further process rule, notice, order or decree in the cause of which service shall be required be served on the said Defts in like manner with the like period of 15 days for appearance and Compliance. By the Court A. R Chase P. J.

Cont'd on Page 384

Feb Term 1926

B.B+F	Berwindale Coal Co a Corp		Jan 13. 1926 Bill in Equity filed To the Hon. A.R. Chase Pres. Judge of said Court The Berwindale Coal Co. Plff in the above stated action complains and says: That the Berwindale Coal Co. is a Corporation of the State of Penna. having its principal office at Clearfield. Pa with its producing operation at Berwindale. Clearfield Co. Pa
		3	
Liveright+ Chase	Lakeside Coal Co a Corp		That the Lakeside Coal Co. is a Corporation of the state of Penna having its principal office at Scranton. Pa with its producing operation at Berwindale. Clearfield Co. Pa
	Pro	2.50	That the Plff is credibly informed and
	"	50	believes that E.B. Jermyn Esq. who resides at
	" 3 copies certs	50	Scranton Lackawanna Co. Penna. is the President
	"	50	of the Lakeside Coal Co and owns a Controlling
	Shff Smith	1.00	interest in the stock thereof. decides the policy
	Pro	50	of the Corporation & controls & directs the manner
	"	50	in which its mining operations are conducted
	"	60	The Berwindale Coal Co. owns in fee about
	"	1.50	450 acres of coal located at or near Berwindale
	"	60	Pa and is also the lessee of the coal under
	"	1.50	lying approximately 220 acres adjoining the
	"	60	coal owned by said Company all of which
	"	60	lands are in Jordan & Chest Twps Clearfield Co. Pa
	"	1.50	The Berwindale Coal Co. has for several years
			conducted an extensive mining operation on
			said Coal and brings said Coal to the surface
			at a mine opening situate in Jordan Twp
			The method & plan of mining in use contemplates
			and provides for the removal of all the Coal
			leased as aforesaid and of all the Coal owned
			except about 120 acres, as a single mining
			operation which has the mine opening or
			main entry in Jordan Twp as aforesaid
			That said mine is a modern mining
			operation and plant equipped with Machinery
			and well adapted for the profitable & economical
			production of Coal and said property has a
			present value of 73.500.00
			The Lakeside Coal Co. has trespassed over the
			dividing line aforesaid and has mined and
			removed a large amount of Coal belonging to the
			Plff and extent of said trespass and the
			amount of the Coal so unlawfully removed
			the Plff not being able to state
			Wherefore the Plff needs equitable relief
			and prays your Hon. Court as follows
			That an injunction issue temporary
			now and perpetual hereafter restraining the
			Lakeside Coal Co. from permitting the water
			which collects within the mining operation
			of the Defts Company to flow into the mine
			of the Plff

That the Plff. be permitted by its employees and engineers to make a complete and thorough examination and survey of the workings of the Defts. to ascertain the extent and location of the trespasses committed by the Defts and the amount of coal unlawfully removed by the Defts Company
That an award be made in favor of the Plff Company & against the Defts Company of such an amount as will compensate the Plff. (a) for its coal taken; (b) for its coal which shall be lost by the wrongful acts of the Defts (c) for the interference of the business of the Plff resulting from said unlawful acts; (d) for such amounts as Plff expends or will expend to protect this property from the consequence of said wrongful acts (e) the expenses of the Plff in ascertaining the extent of the trespass committed and the means to be adopted to protect the property of the Plff.
That the Plff be awarded its costs and counsel fees in this proceeding.
That such other and further relief as Justice and equity shall require
And they will ever pray. Berwindale Coal Co. By its attys
Bell, Boulton & Forsyth

To Lakeside Coal Co. Defts
You are hereby notified and required within 15 days after service hereof on you to cause an appearance to be entered for you in the Court of Common Pleas of Clearfield County, Penna. and to file your answer within 30 days to the within Bill of Complaint of the within named Berwindale Coal Co. etal 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 Prothonotary office within 15 days or by not filing your answer within 30 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, Pa. this 13 day of Jan. 1926
Bell, Boulton & Forsyth
attys for Plff.

Jan 19. 1926 By paper filed Liveright & Chase attys enter their appearance for Defts.
Jan 19. 1926 We accept service of this Bill in Equity for the Defts. Lakeside Coal Company and acknowledge receipt of three copies thereof. Liveright & Chase. attys
Now Jan 19. 1926 Service accepted on the within writ by Liveright & Chase. attys for Defts So cers.
Percy E. Smith Shff.
Feb 17. 1926 Motion for Extension of time to file answer filed
Feb 18. 1926 both parties being present by counsel after hearing upon the within petition the time for filing Defts answer is extended to March 15. 1926. By the Court. A. R. Chase P.J
March 10. 1926 Answer of Deft filed with service accepted by copies on Mar 10. 1926 By Bell, Boulton & Forsyth, attys for Plff
Oct 7. 1926 On Argt List
Dec 10. 1926 On Argt List
May 11. 1927 On argt List

Feb Term 1926

Reitz + Reitz	Mary N. Marshall		Jan 19 1926 Bill in Equity filed
			To the Hon. the Judge of the above named Court:
			Your oratrix Complaining says:
	H		Your oratrix was born in Clearfield
			County and has remained a citizen and
	William Henry Marshall		resident of said County during her
			entire life and all of the property here-
			inafter mentioned and described is
	Ora Ralston By atty	2.50	located in the Twp of Sandy in said
	" " " "	.50	County.
	" " " "	.50	
	" " " "	.50	On the 10th day of May 1888. your
	" "	1.25	oratrix was married to William Henry
	W. F. Weber Sheriff's	8.10	Marshall who was born in the said
	Reff Writ Bill	22.96	County and has lived there all his life
	Ora.	1.50	until the 9th day of March 1925. when
		.50	he left the said County & State and went
		1.50	
		1.00	
	2 copies certs	1.50	as your oratrix is informed and
		.50	believes, into the City of Buffalo and
		.50	State of New York.
		.50	Your oratrix lived and cohabited with the
		.50	said Deft from the date of their
		45.31	marriage until the 9th day of March,
			1925. when the Deft left. For some
			time before the date of Deft leaving the
			marriage relations between your
			oratrix and the Deft had been strained
			& Deft was violent and abusive calling
			your oratrix vile names, accusing her
			of of unlawful conduct and also visited
			actual physical abuses upon her
			by beating & striking her, all of which
			was without any just or reasonable
			cause or excuse.
			The said Deft was a man of considerable
			means and had a considerable sum of
			money in his possession and during
			the year 1925 and for some years
			past was possessed of a valuable farm
			situate in the Twp of Sandy Clearfield
			Co. and about the day of 1925.
			the said Deft borrowed the sum of
			Seven Thousand Dollars or gave a
			mortgage on said for said sum of money
			and immediately thereafter withdrew
			from the house in Sandy Twp. said
			County and went to the City of Buffalo
			aforesaid. The said farm was sold
			at Shffs sale the day of 1925.
			at which time the Deft was in
			the County of Clearfield but did not
			come to see your oratrix.
			The said Deft made provisions for your
			oratrix by permitting her to purchase food
			and provisions from several places, but on

the 14th day of Dec. 1925, after the sale of said farm, the said Deft gave written notice to the different merchants, to wit: Fred W. Finger and Leach, who have been furnishing provisions and supplies that he would not pay any further bills for her and since said time your oratrix has had no means of support for herself.

Your oratrix has received considerable sums of money from the estate of her father, the late George J. Weber, and said monies were invested in said farm to the extent of Two Thousand ($2.000.00) Dollars and the title of said premises was taken in the name of said William Henry Marshall and the said Deft. gave your oratrix no security therefor.

On the 23rd day of aug. 1913 your oratrix and the said Deft purchased a certain piece of land from W. W. Barclay and Fannie Barclay, his wife, for the sum of Four Thousand Dollars, of which said sum your oratrix paid Twenty two Hundred ($2200.00) Dollars, and the title thereof was taken in the name of both your oratrix & the Deft as husband and wife, as by entirety, which deed is duly recorded at Clearfield, Pa in Deed Book Vol. Page and the said premises so stand in the name of both your oratrix and the Deft.

Your oratrix prays for relief as follows:

That your Honorable Court award to your oratrix such sum or sums as are necessary for her support and maintenance during her natural life and award a Judgment therefor.

That your Hon. Court order and direct a seizure and sale of the real estate herein described to provide for the necessary funds for the maintenance of your oratrix out of the interest therein of the said William Henry Marshall as provided by the laws of this Courth.

That your Hon Courh order & decree and set out to your oratrix her interest in the said real estate hereinbefore described, the title to which is held by entirety by your oratrix and the Deft.

That your oratrix be awarded a judgment against the said Deft for such sum or sums of money, which she is able to show was invested by her husband, William Henry Marshall, in the farm mortgaged by the said William Henry Marshall and sold at Shff's sale

That the Deft be directed to pay the costs of this proceeding

Such further and other equitable relief as your oratrix may be entitled to. Pentz & Pentz, attys for Plff.

Jan 19, 1926 Petition of Plff for service on Deft filed

20th day of Jan. 1926. The foregoing Petition read and it appearing to the Courh that William Henry Marshall, the above named Deft is now without the jurisdiction of the County of Clearfield, and is in the City of Buffalo, State of New York, it is therefore ordered, adjudged and decreed that the Bill in Equity in this case shall be served on the said William Henry Marshall by the Shff of the County of Erie, State of New York, or other competent offical to make such service, and a copy of this order authorizing the service upon the said William

Continued from Page 379 Mary H. Marshall vs William Henry Marshall
No 4 Feb T. 1926

Henry Marshall, and service of this process shall be returnable the first Monday of February next
By the Court. A. R. Chase P.J.

I. John H. Bruch hereby Certify that on the 21st day of January. 1926. I served the within Order of Court for service out of the jurisdiction of Clearfield County, together with the Petition therefor, on William Henry Marshall the within named Defn. by handing him a true copy thereof
John H. Bruch. Deputy Shff.

I John H. Bruch, hereby certify that I Served the within Bill of Complaint and notice thereof to enter appearance and file answer Contained thereon, on the within named William Henry Marshall Defn. by handing him five (5) true copies thereof. this 21st day of Jan 1926
John H. Bruch. Deputy Shff.

Feb 25. 1926 Motion for Judgment filed

Feb 25. 1926 Plff. by her attorneys Pentz & Pentz moves for Judgment Pro Confesso for want of an appearance and answer. Sec leg. Pentz & Pentz attys for Plff

Mar 29. 1926 Plffs request for Findings of Fact and Law file.

Mar 29. 1926 By Paper filed Judgment is therefore hereby entered against the said William Henry Marshall the Deft and in favor of the Plff. Mary H. Marshall in the sum of Ten Thousand Eight Hundred $10,800.00) Dollars By Pentz & Pentz. attys for Plff.
Judgment for Plff $10.800.00
Geo W. Ralston Pro

Motion & Order Now, 13th day of April 1926. it appearing from the proceedings heretofore had in the above matter, that William Henry Marshall, the above named Deft. was, at the time of the bringing of this action and for some time prior thereto, a resident of the City of Buffalo and State of New York, and was without the Commonwealth of Pennsylvania and without the jurisdiction of this Court, and is not now within the Commonwealth of Pennsylvania or the jurisdiction of this Court. now therefo.
On motion of Pentz & Pentz, attorneys for the above named Plff. the said Mary H. Marshall. it is ordered, adjudged and decreed that a certified copy of the decree entered in the foregoing proceedings, be served upon the said William Henry Marshall, the said Deft. together with a certified copy of this order, by the Sheriff of the County of Erie, State of New York, or some other competent officer of the said County of Erie and State of New York as provided by law By the Court A. R. Chas

Decree: This matter came before the Court on hearing, notice having been served upon the Respondent and no answer or appearance filed. Testimony having been taken the Court finds the facts from the testimony to be as requested by the Plff. in the Plffs requests for findings of facts therefore the Court adopts said requests for findings of facts as the Courts Finding of Facts. And further from said facts as found by the Court, the Court finds the same Conclusions as to the law as the Plff. requests the Court to find. and from said Findings of Fact and

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Contd from Page 355 No. 2 May T. 1925 Elizabeth W. Bilger et al vs Reuben H. Bilger

(2). That Alfred L. Bilger one of the original heirs died intestate on the day of 1912. leaving to survive him a widow. Elizabeth W. Bilger and four Children. viz: Harry E. Bilger. Fred W. Bilger Gertrude B. Braun. intermarried with Alfred Braun & Minne E. Welch intermarried with Walter Welch. The widow Elizabeth W. Bilger having released her dower interest would take no part of said fund

(3) That Edmund C. Bilger died apr. 21. 1909. leaving to survive him as widow. Laura Bilger and three Chiidren. Oscar M. Bilger. Mae Bilger and Lodemia Zeitler intermarried with A. P. Zeitler. The widow. Laura Bilger. having released her right in the fund to be divided will take no share in the same.

(4) That Martha M. Broome died June 13. 1919. leaving to survive her two sons. John Broome and Walter G. Broome. The said Walter G. Broome died on the day of July. 1919. leaving to survive him a widow. Anna Broome and three Children. Henry Broome. Alice Broome and Walter Broome. Jr., for whom the Brookville Title & Trust Co. is Guardian. The said Martha M. Broome having died in 1919. since the passing of the Act of 1917. Anna Broome. widow of said Walter G. Broome. would be entitled to the one-third interest in his estate.

(5) That Alice E. Reeser died on the day of 1923. leaving to survive her a husband. John E. Reeser and one son. Myron Reeser. each of whom take an equal interest in the above mentioned proceeds.

That on July 27. 1925. a Rule was granted by the Court of Common Pleas of Clearfield County sitting in Equity on all parties interested in the above mentioned properties to appear on aug 31. 1925. at 10.00 o'clock A.M. to accept or refuse the land at the valuation and appraisement. or to show Cause why the same should not be sold. That at said time and place the various persons appeared either in person or by atty. and bid as follows. Mrs Minerva Gray. Gertrude M. Taylor. John W. Reeser. O.M. Bilger. & Geo M. Bilger bid the sum of Two Thousand Dollars for purpart No. 5 Six Thousand Dollars for purpart No. 3 and Three Thousand Dollars for purpart No. 1. and Fred W. Bilger bid the sum of Seven Hundred Eleven Dollars for Parpart No. 2. which sale was duly confirmed by said Court and the Master directed to sell purparts Nos. 4 & 6. for which no bids had been offered. which were sold by the Master on the Fifth day of Oct. 1925. for the sum of Two. Thousand Dollars. which sale was duly Confirmed by the Court on the 14th day of Oct. 1925. making a total of $13,711.00 to be divided by the Master to and among the parties legally entitled thereto.

That since the sale Reuben H. Bilger. died intestate. leaving his interest to be divided among the various heirs and the appropriation is made accordingly. and Schedule of Distribution attached hereto and made part of this report.

W. A. Hagerty. Master.

Contd on Next Page

Contd from Page 381 No. 2 May T. 1925 Elizabeth W. Bilger vs Reuben G. Bilger

Masters schedule of Distribution			
Total Amt of Fund			13.711.00
Less Expense of Audit			
Rec. audit Geo. W. Ralston		10.00	
Clfd. Rep. adv.		3.50	
Raftsman's Journal. adv.		3.00	
Jennie C. Bailey. Stenog.		10.00	
W. A. Hagerty. Masters fee		150.00	176.50
			13.534.50
Less Record Costs		280.90	
Taxes. 1923. 1924 & 1925		594.17	
Clfd. Republican - adv		36.50	
Dufton Hdwe. Co		70.00	
Walter Welch. Bal	due for bills paid	28.30	
Walter Welch. Atty		450.00	
W. J. Curley. Crying	sale	5.00	
Rev. & ack. Deed		2.50	1.467.67
	Bal for Distribution		12.066.83
	Distribution		
Minerva Gray			1.939.31
Amt bid		4200.00	
Less share		1939.31	
	Bal due Estate	2260.69	
Gertrude Taylor			1.939.31
Amt bid		2200.00	
Less share		1939.31	
	Bal due Estate	$260.69	
L. N. Bilger 1/56			$215.48
George W. Bilger 1/56			215.48
Amt bid		2200.00	
Less share		215.48	
	Bal due Estate	1984.52	
Alfred Bilger heirs			1.939.31
Amt appropriated		1939.31	
Less Amt Bid		711.00	
	Bal due Alfred Bilger heirs	1228.31	
Edmund C. Bilger	heirs		1.939.31
Amt bid		2200.00	
Less Share		1939.31	
	Bal due Estate	260.69	
John Broome			969.65
Anna Broome			323.22
Alice Broome			215.48
Henry Broome (Brookville Title & Trust Co. Guardian			215.48
Walter Broome (Brookville Title & Trust Co. Guardian			215.48
J. W. Reeser & Byron D. Reeser			1.939.31
Amt Bid		2200.00	
Less share		1939.31	
	Bal due Estate	$260.69	

Contd from Page 361 Iva Hess Hoover vs Good Clay & Coal Co # Dec 1925

Mar 10. 1926 Petition for motion for leave to make survey filed Now. Mar 10. 1926 the within petition considered and thereupon Iva Hess Hoover is authorized to employ a competent Engineer to make a survey of the mines of Good Clay and Coal Company involved in this case as requested by her: such work to be done to interfere as little as possible with the operation of the Mine. By the Court A. R. Chase

September 11, 1926, this case settled and discontinued

A. M. Liveright
Atty. for Pff.

Contd from Page 375 No. 2 Feb T. 1926
Michael Evanochko vs Rt Rev Platon Rogdestvansky

March 23. 1926 Petition filed
And Now. March 23. 1926 it appearing by affidavit that the Defts Valerian E. Greaves and Merrill E. Gates, Jr., are without the jurisdiction of the Court; that the place where they reside or probably may be found is as to Valerian E. Greaves 4 East 94th Street, New York City, New York, and Merrill E. Gates, Jr. 36 West 44th Street, New York City, New York.
On special motion of W. Elbridge Brown, atty for the Plff it is ordered that the Bill of Complaint with a copy of this order, be served on Valerian E. Greaves and Merrill E. Gates, Jr. at their respective addressess aforesaid
And that compliance with the requirements of said Bill be made within 30 days after such service and that any further process or notice required in the cause be served in like manner; and that compliance with the requirements thereof be made within the like period. Affidavit of service to be made before any officer authorized to administer an oath. By the Court A. R Chase D.J

Now Mar 23. 1926 I hereby deputize the Shff of Kings County New York. N.Y to serve the within writs So ans Percy E. Smith. Shff
Now. May 28. 1926 I return this writ service on R.T. Rev. Platon Rogdestvensky et al by the Shff of Kings County as per his return attached to writs. So ans Percy E. Smith. Shff.
May 14. 1926. personally served the annexed Bill of Compleaint and Court Order on Valerian E. Greaves, one of the Defts in this action at #4 E. 94 St Borough of Manhattan, County of New York by delivering to and leaving with Valerian E. Greaves a true copy of Bill of compleand & court Order So ans
William Woolf Special Dep. Shff
May 13. 1926 personally served the annexed Bill of Compleaint and Court Order on Merril E. Gates Jr. one of the Defts in this action at #36 W. 44th St. Boro of Manhattan County of New York by delivering to and leaving with Merril E. Gates, Jr a true copy of Bill of Compleant & Court Order. So ans
William Woolf Spec Dep. Shff
June 21. 1926 Answer filed Merrill E. Gates Jr. Receiver.
Appearing in person. 36 W. 44th St New York
Aug 9. 1926 Order for Decree Pro Confesso filed.
Now, July 27th, 1926, on motion of counsel for plaintiffs, after due proof of service upon all the defendants, either personally or by publication, no answer having been filed by any of the defendants, and no appearance having been entered except by Merrill E. Gates, Jr., Receiver, who submitted himself to the jurisdiction and the decision of the Court, but filed no answer, it is ordered that the Bill in Equity in this case be taken pro confesso; and counsel for the plaintiffs are directed to draw a form of final decree and to submit it to the Court for consideration, and for disposition and entry of such final decree, if it meets the approval of the Court. By the Court H. R. Chase.
Aug 9. 1926, Judgment Pro. Confesso
Geo. W. Ralston, Prothonotary

(Continued to page 388.)

Continued from Page 380 Mary H Marshall vs Wm Henry Marshall
No. 4 Feb T. 1926

Conclusions of Law the Court will make the following order,

And now therefore, this 13th day of April, 1926, after due consideration of the foregoing matters, it is ordered, adjudged and decreed as follows: That a judgment for the support and maintenance of said Mary H. Marshall, Plff, in the sum of Ten Thousand Eight Hundred ($10,800.00) Dollars, to be entered in her favor and against the said William Henry Marshall, Deft, together with the costs of this proceeding.

And it is further ordered, adjudged and decreed that the Sheriff of Clearfield County shall take and seize all of the property, real personal or mixed, of the said William Henry Marshall situate in the County of Clearfield, State of Pennsylvania, as well as all that certain lot or piece of land, heretofore conveyed from W.B Barclay and Fannie Barclay, his wife, to the said William Henry Marshall & Mary H. Marshall, tenants by entireties, as recorded at Clearfield, Pa., in Deed Book, Vol Page ; And the said Sheriff shall sell the said real estate, or other property that he may find, in accordance with the laws for the sale of real estate, or otherwise as may be found on execution, the Deft being deprived of the benefit of any exemption laws in the sale of said real estate, and the same to be sold without inquisition, as provided by the act of the 24th of May, 1893. P.L. 446. and further that Carl A. Anderson, Esq., is appointed Trustee to receive from the Sheriff of Clearfield County, the proceeds of the sale of the said real estate, or other property, and after the costs therein have been paid, to distribute the said funds derived therefrom, paying to the said Plff, Mary H. Marshall, such sum or sums of money as may be necessary to satisfy the said judgment herein decreed for her support and maintenance; and it is further ordered that the said Mary H. Marshall may become a purchaser at said sale if she so desires and shall be entitled to credit on the purchase price thereof for such sum or sums of money as may be due her from the said William Henry Marshall, the Deft, under the judgment for her support and maintenance herein directed to be entered, and upon which said execution is issued, together with interest on the said sums due her on the said judgment until the time when the same shall become final. This decree to be entered at once and unless exceptions thereto are filed within ten (10) days from the date of the service of a certified copy hereof on Deft, this said order and decree shall become absolute. By the Court A. R. Chase, P.J.

Judgment for Plff $10,800.00

Int from April 13, 1926

Geo W. Ralston Prothy

Now, May 4, 1926 above Decree & Order returned, Deft Wm Henry Marshall not found in Erie County, State of New York So Certs, Frank W. Tyler
Shff of Erie County

June 26, 1926, the within petition read and thereupon it is ordered and decreed that the decree of this Court of the 13th day of April, 1926, be published in the DuBois Courier, a newspaper published in the City of DuBois, Clearfield County, Pennsylvania and circulating in the community in which the said William Henry Marshall resided when in the County of Clearfield, once a week for two (2) weeks, and upon due proof of publication of said decree being filed in this Court before the 7th day of July, 1926, that thereupon, on the said 7th day of July, 1926, if no answer or exceptions are filed thereto by the

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Continued from Page 385 Mary A. Marshall vs. William Henry Marshall
No. 4 Feb. T. 1926

said William Henry Marshall, the Prothonotary of the Court of Common Pleas of Clearfield County shall enter a judgment against the said William Henry Marshall for the sum of Ten Thousand Eight Hundred ($10,800.00) Dollars, which said judgment shall be placed on the Lien Docket in said Court to be proceeded on according to law.

By the Court,
A. R. Chase, P. J.

July 1926 on motion of Beaty & Beaty Attys. for Plaintiff time for advertising the notice hereinbefore ordered is extended and this order is made returnable July 19, 1926 at ten o'clock A. M. By the Court, A. R. Chase, P. J.

July 17, 1926 Proof of publication filed

Fi. Fa. Issued to No 82 Sept Term 1926.

And-Now April 20 - 1934 having received payment in full of debt, interest and costs on this judgment I hereby direct the satisfied.

W. A. Wright
W. H. Marshall

Attest W. R. Wallace
Prothonotary

Contd from Page 349 Victoria Minto vs Boron Bros et al
No 1 Dec T 1925

July 12. 1926. Certiorari from Superior Court filed with Rule on Appellee to appear and plead on the return day of the writ. Ret 4th Monday of Oct 1926
July 16. 1926 service of rule accepted for appellee By John Scollins & A M. Liveright attys
July 17. 1926 Bond filed in sum of $500.00
Now July 22, 1926 Petition & Order of Court filed.
July 22, 1926, the foregoing petition presented and considered, & thereupon it is ordered that a rule issue to show cause why the defendants, Boron Bros. & Richards Coal Company, Inc., John Boron, Joseph Boron, Dorey Richards, Horace McCaslin, Van Richards and Vier Richards should not be adjudged in contempt of Court by reason of the matters in said petition averred.

Said rule is directed to be served forthwith upon said defendants by the Sheriff of Clearfield County, and it is made returnable on the 26th day of July A.D. 1926, at 11 o'clock A.M., at which time a hearing will be granted the respective parties. By the Court
H.R. Chase, P.J.

July 28. 1926 Motion to amend petition of July 20. 1926 filed and Move Court for leave to amend their petition of July 2. 1926 by adding thereto the following prayer: Plffs further pray that Court vacate its order and decree of June 21. 1926 whereby the injunction order made Sept 16. 1925 was modified By John Scollins and A. M. Liveright attys with service of within motion accepted by copy By
J. Mitchell Chase & Bell Boulton & Forsyth
Oct 9. 1926 Record sent by Express to Superior Court; Attys for Defts
Oct 20. 1926 Assignments of Error filed, as follows:
1st The Court erred in the second Conclusion of Law, which is as follows:-
"The Plff is entitled to an injunction restraining the Defendants."
Found in record, Page 303 a.
2nd. The Court erred in making this decree:-
(Copy) "Now, March 26. 1926. it is ordered and directed that the defendants, Boron Bros & Richards Coal Company, Inc., John Boron, Joseph Boron, Dorey Richards, Horace McCaslin, Van Richards and Vier Richards, cease and desist from operation upon Plff's land whereby the surface of said land or any part there of is removed from its natural location by reason of the method known and designated as coal stripping, and further that the defendants are ordered to restore the property of the plaintiffs to the condition it was prior to the acts complained of as to condition caused by the stripping within sixty days from this date. It is further ordered and directed that the defendants pay the costs of this proceeding, as to any damages to be assessed as hereinbefore indicated, the Court will require additional testimony; however this testimony not to be heard until the time has expired in which the defendants are given to restore the property. Exception noted & bill sealed to the plffs & defendants. By the Court, A. R. Chase P.J.
Copy "Now, March 26. 1926. it is ordered that the prothonot shall enter a decree nisi in accordance herewith and give notice to the parties of their counsel and if no

Contd to Page 393

(Continued from page 384) No. 2 Feb. Term 1926
Michael Evanochko et al. vs. Rt. Rev. Platon Rojdestvensky

Aug 9, 1926 Final Decree filed.

Now, July 30, 1926, a decree pro confesso having been entered in this case as to all the defendants, but one, for want of an appearance, and as to that one defendant, for want of due answer, after hearing testimony, the presentation of proofs of publication, and upon motion of counsel for the plaintiffs, the following final decree is entered:

Now, July 30th, 1926, the prayer of the plaintiffs is granted and a decree is entered in favor of Michael Evanochko, Louis Lovistack, John Russicus, Paul Lonosky, Trefon Barno, Peter Maruschack, Metro Evanochko, Steve Adamchik, Joe Smarty, Harry Russicus, John Papovich, Michael Russicus, Sr., Trustees of St. Mary Russian Orthodox Greek Catholic Church of Madera, Pennsylvania, for lands situate in Bigler Township, Clearfield County, Penna., the subject matter of the Bill of Complaint, bounded and described as follows:

(a) The first thereof, all the following described lot a piece of land for the purpose of a cemetery, bounded and described as follows, to-wit:

North 12 degrees East from a post corner at a pine stumps at the public road leading from Madera, Pennsylvania, to the Alexander Cemetary in Bigler Township, Clearfield County, Pennsylvania; thence from the post corner as mentioned, North 12 degrees East 150 feet to a post corner; thence North 89 degrees West 250 feet to a post corners; thence South 12 degrees 150 feet to a post corners; thence South 89 degrees East 250 feet to a post and place of beginning.

No. 5 of the tract as follows:

Being part of a larger survey known as Division survey of James Alexander and conditioned as follows:

to be computed by place mentioned description.

Title to include the surface to a depth of 70 feet, vertical measurements at the corners of the as the place of beginning in the aforesaid

However, reserving to James Alexander or his successors in title, his heirs or assigns, all the coal, fire clay and other minerals beneath the surface of the soil below a depth of 70 feet from the starting point, to be measured vertical with the full & free right of ingress, egress and regress to mine, remove and take away the said coal and minerals below the depth of 70 feet, without hindrance or any liability for damages from breaking of the strata above said 70 feet vertical. The title for the above mineral right having become legally vested in Joseph Alexander by deed from Madera Coal & Improvement Company, a corporation existing under the laws of Pennsylvania and which deed is recorded in the Recorder's office for Clearfield County in Deed Book Vol. 181, at page 78. Title to the surface became legally vested in Joseph Alexander by deed from James Alexander and recorded in Deed Book "CC" at page 358.

The title to the said property was conveyed by Joseph Alexander to the Trustees of the Russian Orthodox Church Association of Madera, Pennsylvania, by deed dated the 22nd day of July, 1910, and recorded in the Recorder's office for Clearfield Co. in Deed Book 186, at page 243. And Peter Maruschak, et al the then Trustees of the Russian Orthodox Greek Catholic Chur

(Continued on page 389)

(continued from page 388) No. 2 Feb. Term 1926

Association of Madera, by their deed dated the 21st day of February, 1914, and recorded in the Recorder's office for Clearfield County in Deed Book 200, at page 414, granted and conveyed the said premises to the Most Rev. Platon Rajdestwensky of New York, as Trustee for the use and benefit of the congregation of the St. Mary's Russian Orthodox Greek Catholic Church of Madera, Pennsylvania.

And the said Platon Rajdestwensky, Trustee, by his deed dated the 28th day of May A.D. 1914, recorded in the Recorder's office for Clearfield County, in Deed Book 203, at page 573, granted and conveyed the said premises to Alexander Nemolodsky (Nemolotsky) Bishop of the Russian Orthodox Greek Catholic Church of North America, as Trustee for the benefit of the Russian Orthodox Greek Catholic Church of Madera.

(B) The second thereof, having been erected thereon a stone church building, bounded and described as follows: All those two certain town lots situate in Joplings Addition to the Town of Madera, Township of Bigler, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

Lot No. 19 fronting on Main Street 50 feet and running back along Jolin Street in a Northerly direction 150 feet to Shoff Alley; being known and designated as Lot No. 19 in the general plan of Joplings's Addition to the town of Madera.

Also Lot No. 21, beginning at a post on Main Street; thence 150 feet to a post at alley; thence 50 feet to a post at alley; thence 150 feet to a post at Main Street; thence 50 feet along Main Street to a post and place of beginning. Bounded on the South by Main Street; on the North by Maratea Alley; on the West by Lot No. 19 and on the East by an alley. Being known as Lot No. 21 in the general plan of the Jopling Addition to the Town of Madera.

Being the same premises conveyed by David D. Hoag, et ux., to Joseph Alexander by deed dated the 9th day of March A.D. 1903, and recorded in the Recorder's office for Clearfield County in Deed Book 130, page 218.

And the said Joseph Alexander by his deed dated the 14th day of July A.D. 1909, conveyed the said premises to Wasek Rdeshin, et-al, committee for the Russian Orthodox Greek Catholic Church at Madera, which deed is recorded in the Recorder's office for Clearfield County in Deed Book 180, at page 269.

And the said Wasek Russin, et-al, by their deed dated the 13th day of May A.D. 1910, conveyed the said premises to the St. George Brotherhood No. 143 of the Orthodox Mutual Aid Society of the United States, a corporation, which deed is recorded in the Recorder's office for Clearfield County in Deed Book 181, at page 467.

And the St. George Brotherhood No. 143 of the Orthodox Mutual Aid Society of the United States, by its deed dated the 21st day of February 1914, and recorded in the Recorder's office for Clearfield County, in deed book 200, at page 416, granted and conveyed said premises to the Most Rev. Archbishop Platon Rajdestwensky of New York city, Trustee for the congregation of the St. Mary's Russian Orthodox Greek Catholic Church of Madera.

(Continued on page 390)

(Continued from page 389) No. 2. February Term 1926
Michael Evanoski et al, vs Rt. Rev. Platon Rozdestwensky

And the said Platon Rozdestwensky, Trustee Russian Orthodox Greek Catholic Church of for the St. Mary's Madera, by his deed dated the 29th day of May A. D. 1914, conveyed said premises to Alexander Rojdestvenskey, Bishop of the Russian Orthodox Greek Catholic Church of North America, for the Greek Catholic Church of Madera, which deed is recorded in the Recorder's office of Clearfield County, in Deed Book 203, at page 577.

(C) The third thereof, having now erected thereon a two story frame dwelling house as the priest house or parsonage. Being all those two certain lots of ground situate in Jopling's Addition to the Village of Madera in the Township of Madera, County of Clearfield and State of Pennsylvania. The first thereof, being lot No. 23 and being 50 feet by 150 feet, bounded on the North by Market Alley; and on the East by lot No. 25.

The second thereof, being lot No. 25, and being bounded on the North by Market Alley, on the East by Madison Street; on the South by Main Street and on the West by lot No. 23; and being a lot 50 feet by 150 feet. Said lots being designated as lots Nos. 23 and 25 in the plan of Jopling's Additions to the Village of Madera.

Which premises David W. Anderson, et ux, by deed dated the 11th day of May 1914, at the direction of the congregation of the St. Mary's Russian Orthodox Greek Catholic Church of Madera, conveyed to the Most Rev. Archbishop Platon Rojdestvensky of New York City, as Trustee, which deed is recorded in the Recorder's office for Clearfield County, in Deed Book 205, at page 142.

And the said Platon Rojdestvensky, Trustee, by his deed dated the 28th day of May A.D. 1914, conveyed said premises to Alexander Nedbalovsky, Bishop of the Russian Orthodox Greek Catholic Church of North America, as Trustee for the benefit of St. Mary's Russian Orthodox Greek Catholic Church of Madera.

And W. D. Curley is hereby appointed Trustee for the purpose of making title to said premises, and in that behalf he is directed to make, execute and deliver to said plaintiffs named, as such Trustees, a deed of conveyance for said premises.

It is further ordered and decreed that the said Trustees shall hold such property for the use and benefit of St. Mary's Russian Orthodox Greek Catholic Church of Madera, Pennsylvania, and upon the erection of an appropriate corporation under the laws of the State of Pennsylvania, the said Trustees, their legal successors or assigns shall convey said property to said corporation, as the successor to the unincorporated St. Mary's Russian Orthodox Greek Catholic Church of Madera, Pennsylvania.

It is further ordered that the Prothonotary of the Court of Common Pleas of Clearfield County, Pennsylvania, file a certified copy of this decree in the office of the Recorder of Deeds for Clearfield County, and that the latter transcribe the same

(Continued to page 391)

(Continued from page 390) No. 2. Feb. Term 1926

on the deed records of said County and index it; and that the said W. I. Curley, Trustee, shall perfect delivery of the deed hereinbefore required by lodging it with said Recorder for recordation, and that when it is duly recorded and transcribed it shall be delivered to the then Secretary of said Board of Trustees for the purposes of said congregation, and or corporation, as the case may be.

By the Court,
A. R. Chase, P.J.

Contd from Page 336 Boro of Fall Creek vs Township of Sandy No 2 Sept T 1925

Decree

And Now, the 4th day of Oct, 1926. it appearing that the Master having Calculated and liquidated the amount due from the Borough of Falls Creek to the Township of Sandy by reason of the annexation by the former, of territory of the latter, at $612.62

And it further appearing that all parties Concerned in said adjustment have approved and ratified the same and have waived the right to all notices required by law and Rules of Court and have further waived the right to file exceptions either before the Master, or in said Court, and have requested the Confirmation absolute of said report on presentation of the same.

It is hereby ordered, adjudged and decreed that the report of the Master be and the same is hereby Confirmed absolutely and the said Borough of Falls Creek is hereby ordered and directed to pay unto the said Township of Sandy, the said sum of $612.62, as liquidation in said report.

And it is hereby further ordered adjudged and decreed that the cost of this proceeding be paid by the Borough of Falls Creek. Confirmed Ni Si absolutely unless exceptions within five days.

By the Court. A. R. Chase. P.J.

Oct 18. 1926 No exceptions having been filed to the Masters report in this Case. the same is Confirmed Absolutely. Geo W. Ralston Prothonotary

Nov. 30. 1927 Petition of L. E. Boyer filed

Now the 27th day of Nov. 1927, the within petition presented read and Considered, and it appearing from an inspection of the record and the facts disclosed in Connection therewith. that the right to require the performance of said decree is Clear and within the provisions of the act of Assembly of June 8. 1893 PL 345. and supplements thereto in such Case made and provided: it is hereby ordered and decreed that a writ of peremptory mandamus issue forthwith directed to the Burgess and Councilmen of the Borough of Falls Creek named in the within petition, requiring them to Comply with the decree of said Court and pay and liquidate the amount of debt and costs set forth in said decree or so much thereof as remains unpaid: said writ returnable to the Second Monday of December 1927 By the Court A. R. Chase P.J.

Nov. 30 1927 Peremptory Mandamus issued

Now Dec 12. 1927 I hereby return this "writ" by direction of L. E Boyer atty the within without service Costs Percy E. Smith Shff

Contd from Page 387. Victor Minto vs Borovi Bros et al
No 1, Dec T 1925

Copy
exceptions be filed by either party within ten days a final decree shall be entered by the Prothonotary as of Course.
By the Court. R R Chase P J

Nov. 10. 1926 Remittitur from Superior Court filed
Nov. 5. 1926 Judgment of Noor Pros
Dec 13. 1926 Agreement & Decree filed
Now Nov 3, 1926, by agreement of Counsel at bar it is ordered, adjudged and decreed that the several decrees and orders heretofore made herein, and specifically the order of Sept 1925, granting a preliminary injunction, the order and decree dated March 26, 1926 the further order dated March 26, 1926, ordering the Prothonotary to enter a decree nisi, the final order and decree dated June 21, 1926, the modifying order dated June 21, 1926, and a defining order dated July 28, 1926, and any other order made in the premises by which the defendants were enjoined and restrained as to the doing of the acts averred in the Plffs bill, are vacated and leave is granted to the Plffs to discontinue this action of record, upon payment of the costs By the Court
R R Chase P.J

Nov Feb 1, 1927 above case marked
Settled and discontinued.
A. M. Loughlin
of Counsel for Plff.

Attest:-
Geo W Ralston
Prothy

Continued from Page #345 — #1 December T 1924 —— Nale vs Nale et-al

	Which the Auditor awards to the parties at interest as follows:
George A. Nale, husband,	an undivided one-third interest therein, or #306.45
Myrtle Shatfield, a daughter,	an undivided two-ninths interest therein, or 204.30
Hermann S. Nale, a son,	an undivided two-ninths interest therein, or 204.30
Minnie Devine, a daughter,	an undivided two-ninths interest therein, which is appropriated by the allowance of the judgment lien of Spencer Brothers, aforesaid, in the amount of #195.25, with interest from the 4th day of June, 1925, together with costs
in the amount of #1.60, and which judgment, debt, interest and costs, in the aggregate,	exceeds the distributive share of the said Minnie Devine, 204.29
	L. C. Bayer, Auditor #919
Now, Dec 4th, 1926.	Confirmed Ni. Si. absolutely unless exceptions — four
days.	By the Court, A. R. Chase, P. J.
Dec. 11, 1926, No exceptions	filed to within account and same is con
firmed absolute.	Geo. H. Ralston, Prothonotary
Feb 7, 1927 Discharge of Master + release of his Surety filed	
Order of Court:- Now	this 7th day of February A. D 1927 it appearn
to the Court that Leo R Brockbank, Master of the above Estate has	
distributed all the money in his hands as per the Auditors	
Report in said Estate and there is now no money or	
property in his	hands it is ordered and decreed that
Leo R. Brockbank	be finally discharged from his office as
Master and that	he and his surety be released from any
further liability	By the Court. A R Chase P J

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192	Bickford	Store Co	192	Moore & Wilson
196	Burkett	A H	196	L M Kriner
206	Bernier	Vital	206	Maryland Coal & Coke Co
225	Bennett	Harvey E		Penn Public Service Corp
252	Brown	Jane E		Sandy Twp
270	Berger	Joel et al		Geo D. Benn
288	Brophy	John		Peter Mallon
302	Bumbarger	Rachel		Bumbarger Harry
306	Brophy	John et al		J. J. Kintner
312	Beccaria	Clearfield Coal Co.		Leo Montel
314	Bilger	Reuben G et al		Elizabeth N. Bilger
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108	Chestnut Ridge Mining Co		108	Hiram Reese		108
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218	Costello	Thomas	05	United Tractions Street Railways Co		
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244	Cathcart	Wesley W		Penn Public Service Corp		
352	Christianson	France		David Bailey		
362	Cubello	Savero (Sam).		Augustine Marano.		

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Datts	Phillip A.	12	The Lanbury Smokeless Coal Co	12	
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360	Good Clay & Coal Co			Iva Hoover Heso
368	Gleason Martin et al			Sophia Gleason.

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			Deft	
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24	Hazel	Chas. exrs	24	Henrie Bader, exrs.
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82	Harris Chas Munny Co.		82	Frances M Myers exrs
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272	Hummel	Alice J		J. T. Hines exrs

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324	Mahaffey	Don G.		F. Carlton Mahaffey	
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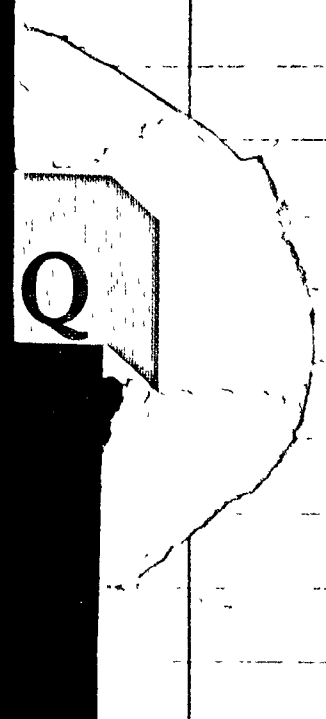

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