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Saturday October 6th,1917 and the 30th day of the September Term,1917.

Saturday Morning October 6th,1917.

Court met pursuant to adjournment.

Pres. Hon. Geo. W. Brill, Judge.

And Court adjourned until 9 o'clock A.M. Monday October 8th,1917.

Record read and signed in open Court.

Geo. W. Brill Judge.

Monday Morning October 8th,1917.

Court met pursuant to adjournment.

Pres. Hon. Geo. W. Brill, Judge.

Charles Wynn et al)
Vs.) No. 9560.
Elizabeth Key et al.)

Comes now said commissioner and respectfully shows to the Court that he has heretofore filed his appraisement of the real estate ordered sold in this proceeding which appraisement is in the words and figures as follows to-wit:(Here Insert).

And said commissioner also files his verified report of the sale of a part of thereal estate heretofore in this proceeding ordered sold together with proofs of the posting and publication of notice of such sale which report and proofs of the posting and publication of notice are in the words and figures as follows to-wit:-

Charles Wynn et al) No. 9560.
Vs.)
Elizabeth Key et al.)

The undersigned commissioner appointed in the above entitled cause to make sale of the real estate hereinafter described respectfully reports; that pursuant to the order of the Hendricks Circuit Court in said cause he had an appraisement made of said real estate by J.C.C.Clay and Grant Sellers, disinterested householders and freeholders of the neighborhood who were duly chosen to make the same in the manner appraisers are selected in cases of land sold upon execution. That said real estate hereinafter described was appraised by said appraisers at Seven Hundred Dollars ($700.00); a copy of which appraisement is filed herewith and made a part of this report.

That said commissioner gave notice of the time,terms and place of sale of such real estate by two publications in the"North Salem Herald," a weekly newspaper of general circulation printed and published in Hendricks County,Indiana, the last of which publications was made on the 6th day of July,1916, and by posting like notices of such sale on the 29th day of June,1916, at five public places in Eel River Township,said County,wherein said real estate is situated, a copy of the notice so given and proof of said posting and publication thereof being hereto attached and made part of this report.

That on the 18th day of July,1916,being the time fixed for such sale and at the place in said notice specified, said commissioner offered the

real estate hereinafter described for sale at private sale and receiving no bid therefor for said sale was continued from day to day until the 8th day of October,1917 when Herman T.Cohen having then and there bid therefor the sum of Seven Hundred and Fifty Dollars ($750.00) for the real estate hereinafter described and which is a part of the real estate heretofore ordered sold in these proceedings, and said bid being the highest and best bid received therefor and more than the full appraised value thereof said commissioner subject to the approval of this court sold to the said Herman T. Cohen for said sum the real estate so ordered sold and described to-wit:

A part of the southeast quarter of the northwest quarter of section four,township 16 north of range 2 west bounded and described as follows,to-wit:

Beginning at a point ten feet south of the southeast corner of lot seven in block number five in Davis and Duckworth's Addition to the town of North Salem, thence west one hundred and twenty(120) feet, thence south two hundred and fifty(250) feet, thence east one hundred and twenty (120) feet, thence north two hundred and fifty (250) feet to the place of beginning.

Said commissioner further reports that the purchaser has complied with the terms of said sale by paying the full purchase price for said realsestate in cash, and said commissioner now brings into court the proceeds of said sale and prays that his acts in the premises be approved and this report in all things confirmed.

Oscar Kurtz. Commissioner.

Subscribed and sworn to before me this 8th day of October,1917

Edgar M. Blessing. Notary Public.

My Commission expires January 15th,1919.

And the Court having examined the same and being sufficiently advised finds that said commissioner after giving notice of the time,terms and place of sale as required by the order of this court authorizing the same, sold a part of the real estate in his said report and in the former order of this court described, at private sale to Herman T.Cohen for the sum of Seven Hindred and Fifty ($750.00) Dollars,that being the highest and best bid therefor and more than the appraised value thereof.

The court further finds that said purchaser has in all things complied with the terms of said sale by paying the full purchase price of said realestate in cash.

And the court being satisfied that in the interest of said estate said sale ought to be approved now in all things ratifies and confirms the same,together with the acts of said commissioner as by him reported.

Said commissioner is now ordered to execute his deed conveying said real estate so sold to said purchaser which deed is now reported by said commissioner and being examined is approved in open court by the court endorsing thereon the following; (Examined in open Court and approved this 8th day of October,1917, George W.Brill, Judge).

Now said deed is by the court ordered to be delivered to the purchaser of said

real estate. And this cause is continued for a financial report of the commissioner.

Charles Furnas)
Vs.) No. 9838. Judgt. Vs. Defts. for $229.98 and Costs.
Jesse Plummer) J.D. 13 Page 78.
Joel J.Plummer.)

Comes now the defendent Joel J.Plummer and files his answer of surety ship herein which answer is in words and figures following,to-wit:(Here Insert) And the defendent Jesse Plummer being three times loudly called in open court comes not but herein wholly makes default. And this cause being set for trial the same is now submitted to the court for trial finding judgment decree without the intervention of a jury and the court having heard the evidence and being fully advised and informed in the premises finds for the plaintiff and that there is now due upon said note the sum of $229.98, and the court further finds that the defendent Jesse Plummer executed said note as principle and the defendent Joel J.Plummer executed said note as surety.

It is therefore considered and adjudged by the court that plaintiff have and recover of and from the defendent the sum of $229.98 together with his costs taxed at $ Dollars and cents collectable without relief from valuation and appraisement laws.

It is further considered and adjudged by the court that execution herein be first levied on the property of defendent Jesse Plummer and that the property of Jesse Plummer subject to execution be first exhausted before levying upon the property of defendent Joel Plummer.

Elmer E.Baker)
Vs.) No. 9800.
Cleveland,Cincinnati,Chicago)
& St. Louis Railway Company)

Comes now the defendent by counsel and files herein its Bond as per previous order of the court. And the court being satisfied as to the sufficiency of said bond approves said bond and which bond is now approved by endorsing thereon = "Approved Oct 8th 1917, George W. Brill, Judge Hendricks Circuit Court" which is in the words and figures as follows to-wit:(Here Insert).

State of Indiana)
Vs.) No. 5137.
Verne Phelps.)

Comes the State of Indiana by Carey W.Gaston,Prosecuting Attorney and moves the Court that a bench warrant be issued for the defendent herein Verne Fhelps. And the court being fully advised and informed in the premises sustains said motion. And thereupon the Clerk issues the warrant accordingly. And the court fixes the bond of the defendent herein Verne Fhelps in the sum of One Hundred Dollars($100.00).

And the defendent herein Verne Fhelps being present in court in his own proper person,who being arrainged on the affidavit in this cause for plea says he is guilty as charged herein.

And the court being fully advised and informed in the premises finds that the defendent Verne Fhelps is guilty of the crime charged.

State of Indiana) No. 5136.
Vs.) Judgt. Vs. Deft. for Fine of $10.00 and
John Miles.) Costs and 30 days in the Indiana State Farm.
) Disfranchised for 2 years.

Comes the State of Indiana by Carey W.Gaston,Prosecuting Attorney,and comes the defendent herein John Miles in his own proper person,who being arrainged on the affidavit of this cause for plea says he is guilty as charged herein.

And the court being fully advised and informed in the premises finds that the defendent herein John Miles is guilty of the crime charged,namely:Petit Larceny.

And the court assesses as his punishment,that he be committed to the Indiana State

Farm,for a period of thirty days,and that he pay a fine in the sum of Ten Dollars($10.00) and be disfranchised for two years, and also pay the costs of this case.

It is therefore considered and adjudged by the court that the defendent herein John MIles be confined in the Indiana State Farm for the period of thirty days, and that he pay to the State of Indiana a fine in the sum of Ten Dollars($10.00) and the costs of this proceeding and that he be disfranchised for two years,as the penalty for petit larceny.

The Sheriff of said Hendricks County is hereby charged with the execution of the foregoing judgment.

State of Indiana)
Vs.) No. 5129.
Clarence Underwood.) Judgt. Vs. Deft. for Fine of $10.00 and Costs. 70

Comes again the State of Indiana by Carey W.Gaston,Prosecuting Attorney, and comes the defendent Clarence Underwood,in his own proper person,and the court after being fully advised and informed in the premises pronounces sentence and judgment on the verdict,heretofore returned by the jury.

And the court assesses as his punishment,that he pay a fine to the State of Indiana in the sum of Ten Dollars($10.00), and the costs of this proceeding.

It is therefore considered and adjudged by the court that the defendent herein Clarence Underwood pay to the State of Indiana a fine in the sum of Ten Dollars($10.00) and that he pay the costs of this proceeding,taxed at $ and cents.

Mary A.Bly)
Vs.) No. 9717.
Terre Haute, Indianapolis)
and Eastern Traction Company.)

Come now the defendent and official stenographer in said cause and file the longhand manuscript of the evidence given in said cause.

And the defendent comes and tenders to the court its bill of exceptions No. 2, in which is incorporated the longhand manuscript previously filed in this cause, and the court having examined the same, the same is found to be correct and true and signed and sealed by the court and after having been so signed is by order of the court filed and made a part of the record in this cause,which bill of exceptions is in the words and figures as follows,to-wit: (Here Insert).

And now said defendent files its written praecipe for a complete transcript of the case for appeal to the Indiana appellate court in the following words and figures to-wit:(Here Insert).

The State of Indiana on Relation)
of national Concrete Company.)
) No. 9748.
Vs.)
Alonzo F.Hooten)

Come the parties by counsel and on motion of the Plaintiff all depositions on file in this cause are ordered published by the Court. And the Court being fully advised and informed in the premises sustains said motion and the Court orders all depositions published.

Monday October 8th,1917 and the 31st day of the September Term,1917.

And court adjourned until 9 o'clock A.M. to-morrow.

Record read and signed in open Court.

Geo. W. Brill Judge.

Tuesday October 9th,1917 and the 32 day of the September Term,1917.

Tuesday Morning October 9th,1917.

Court met pursuant to adjournment.

Pres. Hon. Geo. W. Brill, Judge.

State of Indiana)
Vs.) No. 5138.
Schuyler Huddleston.)

Comes the State of Indiana by Carey W.Gaston, Prosecuting Attorney and moves the court that a bench warrant be issued for the defendent herein Schuyler Huddleston.

And the court being fully advised and informed in the premises sustains said motion. And thereupon the Clerk issues the warrant accordingly. And the court fixes the bond of the defendent herein Schuyler Huddleston in the sum of Two Hundred Dollars. ($200.00).

State of Indiana)
Vs.) No. 5137. Judgt. Vs. Deft. for Fine of $50.00 and Costs and 30 days in the Indiana State Farm.
Verne Phelps.)

Comes again the State of Indiana by Carey W.Gaston, Prosecuting Attorney and the defendent herein Verne Phelps being present in court in his own proper person and upon the plea of guilty the Court finds that the defendent herein Verne Phelps is guilty of the crime charged, Namely: Intoxication.

And the court assesses as his punishment that he be committed to the Indiana State Farm for a period of 30 days, and that he pay a fine in the sum of Fifty Dollars($50.00), and also pay the costs of this case.

It is therefore considered and adjudged by the court that the defendent herein Verne Phelps be sentenced to the Indiana State Farm for a period of thirty (30) days and pay a fine in the sum of Fifty Dollars($50.00), and the costs of this case,taxed at $_____ and____cents.

And now the court finds that the interest of society does not demand that he suffer the penalty herein imposed if he behaves well and the sentence herein is suspended while the defendent Verne Phelps behaves well and refrains from the use of intoxicating liquors.

Tuesday October 9th,1917 and the 32 day of the September Term,1917.

State of Indiana)
)
Vs.) No. 5104.
)
John Whitt.)

Comes now the State of Indiana by Carey W.Gaston,Prosecuting Attorney and files herein his affidavit and preacipe,which affidavit and preacipe is in the words and figures following,to-wit:(Here Insert),from which it appears that the defendent herein John Whitt has violated his parole and has failed to comply with the order heretofore made by the Court in this case.

And the Plaintiff herein The State of Indiana by Carey W.Gaston Prosecuting Attorney,moves the court that a bench warrant be issued for the defendent herein John Whitt. And the court being fully advised and informed in the premises sustains said motion, And the Sheriff of Hendricks County is ordered by the court to bring the defendent herein John Whitt,forthwith before this court.

Edward Hughes)
)
Vs.) No. 9635.
)
Rosie Hughes.)

Comes now Josie Morphew and files her verified motion and affidavit which motion and affidavit are in the words and figures following,to-wit: (Here Insert), from which it appears that the plaintiff herein Edward Hughes is in default in the payment of amounts heretofore ordered by the Court paid to the Clerk of this court for the support of his infant children.

And the Court being fully advised and informed in the premises orders a Citation issued to the Sheriff of Hendricks County requiring Edward Hughes to be and appear in this court on October 11th,1917 at 9 o'clock, A.M. and show to the court cause why he should not be punished as and for a comtempt.

Tuesday October 9th,1917 and the 32 day of the September Term,1917.

Oscar T.Scamahorn)
)
Vs.) No. 9652.
)
Samael Poland, if living and) Judgt. Vs. Plff. for Costs.
married the wife of Samael)
Poland, whose christion name) J.D. 13 Page 79.
is unknown, et al.)

Comes now again the plaintiff by his attorney, Edgar M.Blessing and come also the defendents, Henry Poland, Peter Poland, John H.Poland, Earnest Poland, Earl Poland, Walter Poland, Sophia Dickerson, Tessie Woody, Ethel Hamilton and Mayme Frederick by George R.Harvey and file their separate and several answer and disclaimer herein, which answer of said defendents is in the words and figures as follows,to-wit (Here Insert).

And now come also in person the defendents, Phoebe Stanley, George Stanley, John Stanley, Frank Stanley, Howard Stanley and Mary Beaman and each for himself waives the issuance and service of summons and voluntarily appears and files their separate answer and disclaimer herein which answers and disclaimers are in the words and figures as follows,to-wit:(Here Insert).

And it now appearing to the satisfaction of the court by the proof of publication of "Non-residence Notice",filed in this cause, which proof of publication is in the words and figures as follows,to-wit(Here Insert), that the following defendents in the above entitled cause, namely:

Samael Poland, if living and married the wife of Samael Poland,whose christian name is unknown.

Samael Poland if living,if dead,the unknown widow heirs,devisees,legatees andlegal representatives of Samael Poland,deceased.

John Fowler, Junior, if living and married the wife of John Fowler, Junior whose christian name is unknown.
John Fowler,Junior of living if dead,the unknown widow,heirs,legatees,devisees and legal representatives of John Fowler,Junior,deceased.

The wife of Thomas Fowler whose christian name is unknown.

The widow of Thomas Fowler if living and married the husband of said widow whose name is unknown.

The widow of Thomas Fowler if living,if dead,the unknown widower heirs,legatees, devisees and legal representatives of the widow of Thomas Fowler,deceased

Thomas Newman and Nancy Newman his wife.

Thomas Newman if living,if dead, the unknown heirs,legatees,devisees and legal representatives of Thomas Newman,deceased.

Nancy Newman if living,if dead,the unknown widow heirs legatees and devisees and legal representatives of Nancy Newman,deceased.

William Newman if living,and married the wife of William Newman whose christian name is unknown.

William Newman if living,if dead, the unknown widow,heirs,devisees, legatees and legal representatives of William Newman,deceased.

Perry Newman and Elizabeth NeWman his wife.

Perry Newman if living,if dead the unknown widow heirs,legatees,devisees and legal representatives of Perry Newman,deceased.

Elizabeth Newman if living,if dead,the unknown widower,heirs,legatees,devisees and legal representatives of Elizabeth Newman,deceased.

John Cooley ifoliving and married the wife of John Cooley whose christian name is

unknown.

John Cooley if living, if dead the unknown widow heirs, legatees, devisees and legal representatives of John Cooley, deceased.

Thomas D. Newman and Eliza J. Newman his wife.

Thomas D. Newman if living, if dead the unknown widow, heirs, devisees, legatees and legal representatives of Thomas D. Newman, deceased.

Eliza J. Newman if living, if dead the unknown widower heirs, devisees, legatees and legal representatives of Eliza J. Newman, deceased.

John O. Newman and Nancy F. Newman his wife.

John O. Newman if living, if dead the unknown widow, heirs, devisees, legatees and legal representatives of John O. Newman, deceased.

Nancy F. Newman if living, if dead, the unknown widower heirs, devisees, legatees and legal representatives of Nancy F. Newman, deceased.

Aqulla Newman if living and married the wife of Aqulla Newman whose christian name is unknown.

Aqulla Newman if living, if dead the unknown widow heirs, devisees, legatees and legal representatives of Aqulla Newman, deceased.

James W. Reynolds and Michael A. Reynolds, his wife.

James W. Reynolds if living, if dead the unknown widow heirs, devisees, legatees and legal representatives of James W. Reynolds, deceased.

Michael A. Reynolds if living, if dead the unknown widower heirs, devisees, legatees and legal representatives of Michael A. Reynolds, deceased.

John W. McLeod and Elizabeth S. McLeod, his wife.

John W. McLeod if living, if dead the unknown widow heirs, devisees, legatees and legal representatives of John W. McLeod, deceased.

Elizabeth S. McLeod if living, if dead the unknown widower heirs, devisees, legatees and legal representatives of Elizabeth S. McLeod, deceased.

Augusta Newman and Sarah Newman his wife.

Augusta Newman if living, if dead the unknown widow heirs, devisees, legatees and legal representatives of Augusta Newman, deceased.

Sarah Newman if living, if dead, the unknown widower heirs, devisees, legatees and legal representatives of Sarah Newman, deceased.

David Roy and Jane C. Roy his wife.

David Roy if living if dead the unknown widow heirs, devisees, legatees and legal representatives of David Roy, deceased.

Jane C. Roy if living, if dead the unknown widower heirs, devisees, legatees and legal representatives of Jane C. Roy, deceased.

William E. Newman and Sarah E. Newman his wife.

William E. Newman if living, if dead, the unknown widow heirs, devisees, legatees and legal representatives of William E. Newman, deceased.

Sarah E. Newman if living, if dead, the unknown widower heirs, devisees, legatees and legal representatives of Sarah E. Newman, deceased.

Sarah E. Newman, if living and married the husband of Sarah E. Newman whose name is unknown.

The unknown husband of Sarah E. Newman if living, if dead, the unknown widow heirs, devisees, legatees and legal representatives of the unknown husband of Sarah E. Newman, deceased.

Hester E. Newman, if living and married the unknown husband of Hester E. Newman whose name is unknown.

Hester E. Newman if living, if dead, the unknown widower heirs devisees, legatees and legal representatives of Hester E. Newman, deceased.

The unknown husband of Hester E. Newman if living, if dead the heirs devisees, legatees and legal representatives of the unknown husband of Hester E. Newman, deceased.

John Owen Newman and Nancy Newman his wife.

John Owen Newman if living, if dead the unknown widow, heirs devisees, legatees and legal representatives of John Owen Newman, deceased.

Nancy Newman if living, if dead, the unknown widower, heirs, devisees, legatees and legal representatives of Nancy Newman, deceased.

David Ray and Jane C. Ray his wife.

David Ray if living, if dead the unknown widow, heirs devisees, legatees and legal representatives of David Ray, deceased.

Jane C. Ray if living, if dead the unknown widower, heirs, devisees, legatees and legal representatives of Jane C. Ray, deceased.

John J. Newman and Martha Melinda Newman his wife.

John J. Newman if living, if dead, the unknown widow heirs, devisees, legatees and legal representatives of John J. Newman, deceased.

Martha Melinda Newman if living, if dead, the unknown widower heirs, devisees, legatees and legal representatives of Martha Melinda Newman, deceased.

Perry Newman and Lydia J. Newman his wife.

Lydia J. Newman, if living, if dead the unknown widower heirs, devisees, legatees and legal representatives of Lydia J. Newman, deceased.

James A. Newman if living, and married the wife of James A. Newman whose christian name is unknown.

James A. Newman if living, if dead the unknown widow heirs, devisees, legatees and legal representatives of James A. Newman, deceased.

Benjamin T. Newman if living and married the wife of Benjamin T. Newman whose christian name is unknown.

Benjamin T. Newman if living, if dead, the unknown widow, heirs, devisees, legatees and legal representatives of Benjamin T. Newman, deceased.

Aquilla Newman if living and married the wife of Aquilla Newman whose christian name is unknown.

Aquilla Newman if living if dead, the unknown widow heirs, devisees, legatees and legal representatives of Aquilla Newman, deceased.

John W. McLean and Elizabeth S. McLean, his wife.

John W. McLean if living, if dead, the unknown widow heirs, devisees, legatees and legal representatives of John W. McLean, deceased.

Elizabeth S. McLean if living, if dead, the unknown widower, heirs, devisees, legatees and legal representatives of Elizabeth S. McLean, deceased.

Mechol A. Reynolds if living, and married the husband of Mechol A. Reynolds whose name is unknown.

Mechol A. Reynolds if living, if dead, the unknown widower, heirs, devisees, legatees and legal representatives of Mechol A. Reynolds, deceased.

The unknown husband of Mechol A. Reynolds if living, if dead, the unknown widow heirs, devisees, legatees and legal representatives of the unknown husband of Mechol A. Reynolds, deceased.

Benjamin Newman if living and married the wife of Benjamin Newman whose christian name is unknown.

Benjamin Newman if living, if dead, the unknown widow heirs, devisees, legatees and legal representatives of Benjamin Newman, deceased.

William T. Newman if living and married the wife of William T. Newman whose christian name is unknown.

William T. Newman if living, if dead the unknown widow heirs, devisees, legatees and legal representatives of William T. Newman, deceased.

Matilda Poland if living and married the husband of Matilda Poland whose name is unknown.

Matilda Poland if living if dead the unknown widower heirs, devisees, legatees and legal representatives of Matilda Poland, deceased.

The unknown husband of Matilda Poland if living, if dead, the unknown widow heirs, devisees legatees and legal representatives of the unknown husband of Matilda Poland, deceased.

Myra Barker and George W. Barker, her husband.

Myra Barker if living, if dead the unknown widower heirs, devisees, legatees and legal representatives of Myra Barker, deceased.

George W. Barker if living, if dead the unknown widow heirs, devisees, legatees and legal representatives of George W. Barker, deceased.

Mary A. Koker and Edward Koker her husband.

Mary A. Koker if living, if dead the unknown widower heirs, devisees, legatees and legal representatives of Mary A. Koker, deceased.

Edward Koker if living, if dead, the unknown widow heirs, devisees, legatees and legal representatives of Edward Koker, deceased.

Mahala Daugherty and John D.Daugherty her husband.

Mahala Daugerty if living if dead,the unknown widower,heirs,devisees, legatees and legal representatives of Mahala Daugherty,deceased.

John D.Daugherty if living if dead,the unknown widow heirs,devisees, legatees and legal representatives of John D.Daugherty,deceased.

Tilla Poland if living and married the husband of Tilla Poland whose name is unknown.

Tilla poland if living, if dead the unknown widower heirs,devisees,legatees and legal representatives of Tilla Poland,deceased.

The unknown husband of Tilla Poland if living,if dead,the unknown widow, heirs;devisees,legatees and legal representatives of the unknown husband of Tilla Poland,deceased.

Mahala Koker if living and married the husband of Mahala Koker whose name is unknown.

Mahala Koker if living,if dead,the unknown widower heirs,devisees,legatees and legal representatives of Mahala Koker,deceased.

The unknown husband of Mahala Koker if living,if dead the unknown widow, heirs,devisees.legatees,devisees and legal representatives of the unknown husband of Mahala Koker,deceased.

Mary A.Daugherty if living and married the husband of Mary A.Daugherty whose name is unknown.

Mary A.Daugherty if living if dead,the unknown widower heirs,devisees, legatees and legal representatives of Mary A.Daugherty,deceased.

The unknown husband of Mary A.Daugherty,if living,if dead, the unknown widow,heirs,devisees,legatees,devisees andlegal representatives of the unknown husband of Mary A.Daugherty,deceased.

William Cowley if living and married the wife of William Cowley whose christian name is unknown.

William Cowley if living, if dead,the unknown widow heirs,devisees, legatees and legal representatives of William Cowley,deceased.

John Cowley and Lucinda J.Cowley his wife.

John Cowley if living if dead,the unknown widow heirs,devisees,legatees and legal representatives of John Cowley,deceased.

Lucinda J.Cowley if living if dead the unknown widower,heirs,devisees, legatees and legal representatives of Lucinda J.Cowley,deceased.

Daniel Kirkwood if living and married the wife of Daniel Kirkwood whose

christian name is unknown.

Daniel Kirkwood if living, if daad the unknown widow heirs,devisees,legatees and legal representatives of Daniel Kirkwood,deceased.

Joseph Cowley if living and married the wife of Joseph Cowley whose christian name is unknown.

Joseph Cowley if living, if dead the unknown widow,heirs,devisees,legatees and legal representatives of Joseph Cowley,deceased.

Harriet Cowley if living and married the husband of Harriet Cowley whose name is unknown.

Harriet Cowley if living if dead,the unknown widower,heirs,devisees,legatees and legal representatives of Harriet Cowley,deceased. were duly notified of the filing and pendency of this action by three successive weekly publications in the "Danville Gazette", a weekly newspaper of general circulation, printed and published in the Town of Danville,Hendricks County,State of Indiana,the last of which publication was more than thirty (30) days before the 3rd day of September,1917, the same being the first judicial day of the September Term1917 of the Hendricks Circuit Court, and that being the date fixed by Plaintiff by indorsement in his complaint herein on which the Defendents should appear and answer the complaint in this cause and which date was also fixed in the Non-residents notice given herein and each and all of the above last named defendents failing to appear and each of the above named Defendents being three times loudly called in open Court comes not but herein wholly make default.

And now upon default of each of the above last named Defendents and the disclaimers and answers of John Stanley, Frank Stanley, Phoebe Stanley, Mary Beaman, George Stanley, Howard Stanley, Henry Poland, Peter Poland, John H.Poland, Ernest Poland, Earl Poland, Walter Poland, Sophia Dickerson, Tessie Woody, Ethel Hamilton, and Mayme Frederick this cause is submitted to the court for trial,finding and decree without the intervention of the jury and the Court having examined the complaint herein and the answer and disclaimers and having heard the evidence in support of plaintiff's complaint and being duly advised in the premises, finds that the allegations in plaintiff's complaint are true and that the plaintiff is now the owner in fee simple of the following described real estate, situate, lying and being in the County of Hendricks, and State of Indiana, to-wit; the North half of the southwest quarter of, the the Southwest quarter of Section 35 township 17, North, Range 1 West,estimated to contain 20 acres, more or less.

Also a part of the East half the Southwest quarter of said section 35 Township 17, North, Range 1 West bounded as follows to-wit: beginning at the Southeast corner of said Half quarter section and running thence North 36 rods 2 1/2 links; thence 44 Unit rods and 8 links; thence North 86 rods and 10 links to the center of the Indianapolis and Crawfordsville State Road; thence Northwest along the center of said road to the West line of said half quarter section, thence South on said line 139 1/2 rods to the southwest corner thereof; and thence East 80 rods to the place of beginning.

And the Court further finds that the claims of the above Defendants and each of them are each and all without any right whatever and unfounded and that the

said Defendants and each of them have no estate, right, title or interest whatsoever in or to said land or premises or any part thereof.

And the court further finds that the mortgage executed by Joseph Green and his wife Mary Ellen to Daniel Kirkwood on the 9th day of December 1874 and recorded in Mortgage Record 6 at page 507 of the Hendricks County Records has been fully paid and that a commissioner should be appointed to release said mortgage of record.

It is therefore finally ordered adjudged and decreed by the court that the title of the plaintiff in and to the above described real estate be and the sameis hereby quieted and forever set at rest as against the claim or claims of the defendants and each of them or any one or more of them or any person or persons claiming by through or under them or anyone or more of them and against all the world, and that each and every one of said defendants and all the world is hereby estopped and forever debarred from asserting any right title interest or claim in and to said above described real estate and premises or any part thereof.

It is further ordered adjudged and decreed by the court that A. P. W. Bridges be and he is hereby appointed as commissioner to execute and make the proper release of the mortgage from Joseph Green and his wife Mary Ellen to Daniel Kirkwood executed on the 9th day of December 1874 and recorded in Mortgage Record 6 at page 507 of the Hendricks County Record.

It is further ordered by the court that the plaintiff herein pay all costs and charges which are taxed in this cause, all of which is finally ordered adjudged and decreed by the court.

And Court adjourned until 9 o'clock A.M. to-morrow.

Record read and signed in open Court.

Geo W Buell Judge.

Wednesday Morning October 10th,1917.

Court met pursuant to adjournment.

Pres. Hon. Geo. W. Brill,Judge.

Insurance Company of the State of Pennsylvania
Vs.
Indiana Reduction Company.

Notice of affirmance of the Judgement in the Hendricks Circuit Court filed, which is in the words and figures as follows,to-wit: (Here Insert).

State of Indiana
Vs. No. 5119.
Cleo Riggan.

Comes now the State of Indiana by Carey W.Gaston,Prosecuting Attorney and files herein his affidavit and preacipe, which affidavit and preacipe is in the words and figures as follows,to-wit:(Here Insert), from which it appears that the defendent herein Cleo Riggan has violated his parole and has failed to comply with the order heretofore made by the court in this case.

And the plaintiff herein The State of Indiana by Carey W.Gaston, Prosecuting Attorney moves the court that a bench warrant be issued for the defendent herein Cleo Riggan. And the court being fully advised and informed in thepremises sustains said motion. And the Sheriff of Hendricks County is ordered by the Court to bring the defendent herein Cleo Riggan forthwith before this court.

Frank E.Ransdell
Vs. No. 9869.
Indianapolis Traction and Terminal Co.

Come the parties by counsel and this cause is continued by agreement. And the Court taxes the costs of the occasion of the Struck Jury to the defendent. And the parties herein failing to agree as to the continuance of said Struck Jury the Court discharges the same.

Mary L.Winks
Vs. No. 9870.
Indianapolis Traction & Terminal Company.

Come the parties by counsel and this cause is continued by agreement, And the Court finding the parties failing to agree as to continuance of the Struck Jury the same is discharged. And the costs occasioned by Struck Jury and the striking of the same is taxed to the defendent by the order of the Court.

Wednesday October 10th,1917 and the 33rd day of the September Term,1917.

And Court adjourned until 9 o'clock A.M. to-morrow.

Record read and signed in open Court.

Geo W Brill Judge.

Thursday October 11th,1917 and the 34th day of the September Term,1917.

Thursday Morning October 11th,1917 .

Court met pursuant to adjournment.

Pres. Hon. Geo. W. Brill,Judge.

Edward Hughes
Vs.
Rosie Hughes. — No. 9635.

Comes now Edward Hughes and files return to writ,which is as follows,to-wit:

(Here Insert).

Luke W. Duffey, Guardian
Vs.
Board of Trustees of Town of Plainfield. — No. 9677.

Come the parties by counsel,and plaintiff files his amended complaint,which is as follows,to-wit:(Here Insert).

Eli Rogers
Vs.
John H. Bradford et al. — No. 9798.

Comes now the parties by counsel,and plaintiff files motion asking for an order permitting him to survey,which motion is as follows,to-wit:(Here Insert).

Thursday October 11th,1917 and the 34th day of the September Term,1917.

And Court adjourned until 9 o'clock A.M. to-morrow.

Record read and signed in open Court.

Geo. W. Brill

Judge.

Friday October 12th,1917 and the 35th day of the September Term,1917.

Friday Morning October 12th,1917.

Court met pursuant to adjournment.

Elmer E.Baker Vs. C.C.C.& St. L Ry. Co.) No. 9800. Pres. Hon. Geo. W. Brill,Judge. Costs for trial of cause on change of Venue.

State of Indiana, Hendricks County,SS:

I, Geo. W. Brill,Judge of the 55th. Judicial Circuit of Indiana,and Judge of the Hendricks Circuit Court of said State,in which the above and foregoing case was tried, adjudicated and disposed of,having this day examined the foregoing account in favor of the County of Hendricks and against the County of Marion in said State,and having heard record and other evidence touching the same,and being advised as to the law in reference thereto;

It is by me ordered and adjudged that said account is in all things correct,and the amount thereof,to-wit: One Hundred Eighty-five Dollars and Fifty Cents,in the case of Elmer E.Baker Vs. C. C. C. & St. L. Ry. Co. is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against said County of Marion in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State,in favor of said County of Hendricks and this shall be his sufficient voucher and authority for so doing.

Geo. W. Brill

Judge 55th,Judicial Circuit of Indiana.

Bennitta Lewis Vs. The City of Indianapolis) No.9708. Costs for trial of cause on change of Venue.

State of Indiana,Hendricks County,SS:

I, George W.Brill,Judge of the 55th, Judicial Circuit of Indiana,and Judge of the Hendricks Circuit Court of said State,in which the above and foregoing case was tried, adjudicated and disposed of,having this day examined the foregoing account in favor of the County of Hendricks and against the Cunty of Marion in said State,and having heard record and other evidence touching the same,and being advised as to the law in reference thereto;

It is by me ordered and adjudged that said account is in all things correct,and the amount thereof,to-wit: Forty-Two Dollars and Fifty Cents,in the case of Bennitta Lewis Vs. The City of Indianapolis is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against said County of Marion in said State,and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State,in favor of said County of Hendricks and this shall be his sufficient voucher and authority for so doing.

Geo. W. Brill

Judge 55th. Judicial Circuit of Indiana.

Justin Eiffert,as Rec. of the Partnership Firm of Walter E.Playter et al.

Vs.

Fred L.Purdy, Jay T.Rogers et al.

9799.

Come now the parties by counsel,and defendent files motion for venire de Nova, ,which motion is in the words and figures following,to-wit: (Here Insert). And defendent also files motion for new trial,which motion is in the words and figures following to-wit:(Here Insert).

The State of Indiana on Relation of National Concrete Co.

Vs.

Alonzo F.Hooten, et al

Judgt. Vs. Plff. for costs
J. D. 13 Page 80

Come the parties in person and by counsel, and this cause called for trial and the Jury being present,having been ordered to be present, the parties agree to try this cause by the court. And the Jury fees for this day are ordered taxed to Marion County.

And the defendent Alonzo F.Hooten files motion to suppress depositions of Glen Zell, Joseph C.Foster and John Furry, which motion is in the words and figures as follows,to-wit:(Here Insert). And plaintiff files counter affidavit on motion to suppress depositions as follows,to-wit:(Here Insert) And defendent Hooten files additional affidavit of Charles L.Tindell on motion to suppress deposition, as follows,to-wit:(Here Insert).

And the Court being fully advised and informed in the premises sustains said motion to suppress depositions as to defendent Hooten, to which ruling of the court plaintiff objects and excepts.

And now this cause is submitted to the court for trial finding and decree. And the evidence and the argument of counsel having been heard and concluded, and the court being fully advised and informed in the premises finds for the defendent and against the plaintiff Company herein.

It is therefore considered and adjudged by the court that the defendents herein recover of and from the plaintiff Company herein their costs and charges laid out and expended taxed at $ and cents.

And Court adjourned until 9 o'clock A.M.to-morrow.

Record read and signed in open Court.

Judge.

Saturday Morning October 13th,1917.

Ada Royer)
)
) No. 9664.
Vs.)
)
Harry Royer.)

Court met pursuant to adjournment.
Pres. Hon. Geo. W.Brill,Judge.

Come the parties and the order of the Court heretofore made in this cause giving the custoday of the infant children to Plaintiff is now hereby modified in this,to-wit: That the custoday of the infant children to-wit: Alma Francis and Hellen May Royer is now given to Henry T.Kirk, their Grandfather.

And the said defendent Harry Royer having gone to the U.S.Army and having given an order upon and consented to the Adjutant General of the U.S. paying to the Clerk of this Court Twenty Dollars($20.00) each month of his pay,which arrangement was approved in open Court.

And now the Clerk of this Court is ordered,upon receipt of any further sums for the support of said infants,to pay the same to the said Henry T.Kirk.

All of which shall be in full force and effect until further order of the Court.

And Court adjourned until 9 o'clock A.M. Monday October 15th,1917.

Record read and signed in open Court.

Geo W Brill

Judge.

Monday Morning October 15th,1917.

Court met pursuant to adjournment.

Pres. Hon. Geo. W.Brill,Judge.

Chas. H.H.Sherman) No. 7956.
Vs.)
Indianapolis Traction & Ter. Co.)

Come now the parties by counsel and this cause is continued by agreement.

Hiram C.Ebert and Charles O.Ebert) No. 9828.
Vs.)
Charles S.Sheets.)

Come the parties by counsel and the motion of the plaintiffs for new trial heretofore filed is overruled by the Court,to which ruling of the Court the plaintiffs object and except.

William Y.Turner) No. 9833.
Vs.)
Everson Prebster et al.)

Come the parties by counsel,and on motion of the plaintiff,this cause is continued.

Etta Reeves)
Vs.) No. 9863.
Grant Revees.)

Come the parties by counsel and this cause is submitted to the Court for trial, finding and decree. And the evidence having been heard and concluded and the Court being fully advised and informed in the premises takes said cause under advisement.

Jessie P.McCoun) No. 9906.
Vs.)
Sylvanis D.Shipman et al.)

Come the parties by counsel and defendent J.M.T.Wright files his separate answer,which is in the words and figures following,to-wit:(Here Insert).

Rose Belle Cassity) No. 9076.
Vs.)
Henry Ragan et al.)

Come the parties by counsel and the plaintiff files amended complaint,which is as follows,to-wit:(Here Insert).

And Court adjourned until 9o'clock A.M. to-morrow.

Record read and signed in open Court.

Geo. W. Brill Judge.

Tuesday Morning October 16th,1917.

Court met pursuant to adjournment.

Pres. Hon. Geo. W. Brill,Judge.

Appointment of Mrs. Jennie Adams, as
Member of the Public Library Board of
Town of Brownsburg,Ind.

Comes now the Honorable George W.Brill,Judge of the Hendricks Circuit Court of Hendricks County, Indiana and files the following certificate of appointment,to-wit:

To the Honorable George W.Brill, Judge Hendricks Circuit Court.

The Library Board for the Brownsburg Public Library, would respectfully inform you that by the moving away of Mrs. Ann Garrison Moore, a vacancy has been occasioned in the Board, that is to be filled by the Judge of the Hendricks Circuit Court, making an appointment.

We would further show that after due consideration, the present Library Board respectfully recommend Mrs. Jennie Adams, as a capable, competent and suitable person for that position, and we respectfully ask that she be appointed on this board. This 18th. day of September,1917.

Minnie Evans Sec. Brownsburg Library Board.

State of Indiana)
) SS:
Hendricks County)

I hereby appoint Mrs. Jennie Adams a member of the Brownsburg Public Library Board. This 16th day of Oct. 1917.

Geo. W. Brill
Judge Hendricks CT. CT.

State of Indiana,Hendricks County, SS:

I, Jennie Adams, swear or affirm that I will support the Constitution of the United States and the Constitution of the State of Indiana, and that I will faithfully and honestly, to the best of my skill and ability, perform my duties as member of the Public Library Board of the Town of Brownsburg,Indiana, as I will answer under the pains and penalties of perjury.

Jennie Adams

Subscribed and affirmed to before me,this 20 day of October 1917.

G.A.Johnson Notary Public.
Com. ex. 10/25,1920.

John T. Higgans)
) No. 9902.
Vs.)
)
Archie A. Figg.)

Come the parties by counsel,and the defendent herein is ruled to answer.

Eli Rogers)
)
Vs.) No. 9798.
)
John H.Bradford et al.)

Come the parties by counsel and the plaintiff herein files motion and reasons for change of venue from this county,which motion and reasons are in the words and figures as follows,to-wit:(Here Insert).

Flora Idella La Porte)
) No. 9879.
Vs.)
)
Jesse LeRoy LaPorte)

Come the parties by counsel and the plaintiff files affidavit for change of venue from this county,which affidavit is in the words and figures following,to-wit:(Here Insert).

Alfred E.Haynes et al)
) No. 9898.
Ex Parte-Drain)

Come now the Commissioners and file their report herein,which report is in the words and figures as follows,to-wit:(Here Insert).

REPORT OF STATE BOARD OF CHARITIES:

Comes now the State Board of Charities and files the following report as to the condition of the County Jail and Poor Asylum to-wit:-

Hon. George W. Brill

Judge Hendricks Circuit Court,

Danville, Indiana.

Dear Sir:

On July 31, 1917, a representative of this Board visited the jail and poor asylum in Hendricks County, as required by law, and we have sent to the board of county commissioners a report of these visits. For your information,we quote herewith that part of the letter relating to the county jail, of which it is our duty to report to you under the law. (Acts 1909, Chapter 164)

"The jail is a small brick and iron building, fairly strong. It is not safe unless the prisoners are kept inside the cage, as the windows are not screened. There are 3 cells in the men's department, and 2 in the quarters used for women. Steam heat is received from the central plant, which heats the court house. Electricity is used at night. There is city water. There are closets in good repair, one bath tub and satisfactory sewerage. Canvas hammocks are used as beds. Cotton blankets are washed as needed. The building is clean and well kept.

The jail is managed by the sheriff who inspects it daily. Rules, in accordance with the law, (Acts 1909, Chapter 164), are in force. Our inspector was informed that the commissioners visit the jail frequently. The sheriff does not make a written report to the commissioners nor the court. Tramps are not received.

There were no prisoners at the time of this visit. There is provision for sex separation. Prisoners have no work except to clean the jail. They are required to bathe and change underclothes weekly. Three meals are served daily. Religious services are not often held.

The windows should be screened so as to prevent tools and other articles from being passed between the bars.

This is respectfully submitted to you.

Very Truly yours,

THE BOARD OF STATE CHARITIES.

Amos W. Butler
Secretary.

And Court adjourned until 9 o'clock A.M. to-morrow.

Record read and signed in open Court.

Geo W Brill Judge.

Wednesday Morning October 17th,1917.

Court met pursuant to adjournment.

Pres. Hon. Geo. W. Brill,Judge.

Grace G.Clark)
)
Vs.) No. 9904.
)Order To Sell Real Estate.
Edna Scott,)
Orville C. Clark,)
Woodrow W.Clark,)
Mary L.Homan and Eustace W.Homan.)
)

Comes now the plaintiff by Counsel and it appearing to the Court by the summons herein and the return of the Sheriff endorsed thereon that said defendants and each of them have been served with process for more than ten days before the 1st, day of October,1917, said date being the time endorsed on plaintiff's complaint for the return of summons thereon, which said summons and return thereon are in the words and figures as follows,to-wit: (Here Insert).

And now the infancy of Orville C.Clark and Woodrow W.Clark being suggested to the Court the Court appoints Charles V.Sears a reputable practicing attorney of this bar Guardian Ad-Litem for said infant defendants

And now the said Charles V.Sears accepts said appointment and files answer as such Guardian Ad-Litem for the said Orville C.Clark and Woodrow W.Clark,which answer is in the words and figures as follows,to-wit:(Here Insert).

And now comes the defendant Edna Scott and files answer herein and consents to the sale of said real estate as prayed for in plaintiff's complaint, which answer is as follows,(Here Insert).

And now come the defendants Mary L.Homan and Eustace W.Homan by Otis E.Gulley,their attorney and file answer herein in words and figures as follows,to-wit:(Here Insert)

And now this cause being at issue is submitted to the Court for trial, finding and decree without the intervention of a jury. And the Court having heard the evidence and being duly advised in the premises finds that the plaintiff Grace G.Clark and the defendants Edna Scott, Orville C.Clark and Woodrow W.Clark are the owners as tenants in common,of all of the following described real estate, situate, lying and being in Hendricks County and State of Indiana,to-wit:-

A part of the North West quarter of Section fifteen (15) township Sixteen(16) North,of Range one (1) West,bounded as follows: Beginning on the South line thereof forty rods east of the South West corner of said

quarter section and running thence north parallel with the west line of said section one hundred and sixty (160) rods to the north line thereof; thence east forty (40) rods to the center on the north of the north west quarter of said section; thence south on the line running North and South through the center of said quarter section seventy (70) rods to within (90)rods of the South line thereof; thence east parallel with the section bearing seventy-one(71) rods; thence South ninety (90) rods to the south line of said quarter section; thence west on the south line thereof one hundred and eleven (111) rods to the place of beginning, estimated to contain eighty (80) acres more or less.

The Court further finds from the evidence adduced that said real estate cannot be divided,without material damage to the owners thereof,and that a sale of all of said lands should be made and the proceeds of such sale distributed in accordance with the rights and interests of the parties in and to said real estate.

The Court further finds that the note and mortgage securing same in favor of Mary L. Homan and Eustace W.Homan is a valid and subsisting lien against said real estate and that out of the proceeds of said sale the lien of the said mortgagees which shall be held as a lien against the funds derived from said sale be first paid and satisfied of record, and after the payment of the costs of this proceeding the balance be distributed according to the rights of the parties hereto.

Wherefore it is by the Court further ordered and adjudged that said real estate, after being duly appraised as provided by law,be sold by a commissioner appointed for that purpose,at private sale for not less than the full appraised value thereof and for cash in hand on day of sale.

Notice of the time,terms and place of such sale shall be given in The Gazette, a weekly newspaper, of general circulation,printed and published in Danville,Hendricks County,Indiana, and by posting written or printed notices thereof in five public places in the township where said real estate is situate,the last of which notices shall be so published and all said notices so posted at least ten days prior to the time fixed for said sale. And upon such sale being made and confirmed all claim or claims or title in and to said real estate held by any of said owners thereof shall be as effectually barred as if said parties had themselves executed a conveyance thereof to the purchaser.

And the Court now appoints Erasmus T.Clark a commissioner thereof to make sale of said realestate in accordance with the foregoing order, and requires him to execute bond in the penalty of $24,000.00, conditioned for the faithful discharge of his duties and with surety thereon to be approved by the Court. And now comes Erasmus T.Clark and accepts such trust and tenders his bond as such commissioner in the penalty and conditioned as aforesaid with C.L.Thompson
as sureties thereon,which bond is approved by the Court and reads as follows:(Here Insert)
And said commissioner is directed to have an appraisement made of said real estate and thereupon proceed to the execution of the foregoing order for the sale thereof and make due report of his proceedings during the next term of this court.

George B.Davis
Vs. No. 9918.
Shelby Stevenson.

Come the parties by counsel and the Court now dismisses this cause, the costs having been paid.

Edward Hughes
Vs. No. 9635.
Rosie Hughes.

Come the parties by counsel and Edward Hughes files motion to modify decree,which motion is in the words and figures following,to-wit:(Here Insert). And Josie Morphew files answer to petition heretofore filed in this cause,which answer is in the words and figures following,to-wit: (Here Insert)

And this cause is submitted to the Court for trial, and the Court having heard the evidence,now takes this cause under advisement.

John Larrison
Vs. No. 9844.
Julia A. Larrison.

Comes now the plaintiff,in person, and by counsel, and shows to the Court the summons issued to the Sheriff of Hendricks County,Indiana, for the above named defendent, which summons and the said Sheriff's return endorsed thereon are in the words as follows,to-wit(Here Insert), whereby it appears to the satisfaction of the Court that said defendant has been duly and legally notified of the filing and pendency of this action for more than ten days prior to the 25th judicial day of the May Term,1917, which day was by endorsement on the complaint herein made the return day for the process issued in this cause.

And the said defendent Julia A.Larrison failing to appear and answer

said complaint she is now upon order of the Court,three times loudly called,but comes not, and herein wholly makes default. And the Court now calls Carey W.Gaston, Prosecuting Attorney of the 55th Judicial Circuit,to appear and defend against said proceedings,and said Prosecuting Attorney,now appearing,his statutory fee as provided by law is paid to him in open court.

And now this cause being at issue is submitted to the Court for trial, and the Court having heard the evidence, now takes this cause under advisement.

Melvina E.Phillips, Clarence B.Phillips, Permelia Phillips, Iva J.Bell, Charles H.Bell, Susie Smith, James Smith, Ruth Smith,Riley Smith,
Vs. No. 9859.
Roy J.Phillips, Hiram Phillips, Edgar Tharp, Delta Phillips, Forrest Johnson, Rhoda Johnson.

Come now the plaintiffs in this cause and it appearing to the satisfaction of the Court from the summons issued to the sheriff of Hendricks County,Indiana, and the return of the sheriff indorsed thereon, which said summons and return are in the words and figures following,to-wit:(Here Insert), that the defendents, Roy J.Phillips, Hiram Phillips, Edgar Tharp, Delta Phillips, Forrest Johnson, and Rhoda Johnson,have each been duly notified of the filing and pendency of this action for more than tenn days prior to the first day of the present term of this court by the service of said summons upon them and each of them by the sheriff of this County, And now said defendents Roy J.Phillips, Hiram Phillips, Edgar Tharp, Forrest Johnson and Rhoda Johnson, and each of them, failing to appear and answer herein are each now severally three times called in open court but come not and herein make default.

And now the infancy of the defendent Delta Phillips is suggested to the court, whereupon the court appoints as guardian ad litem for said infant defendent Edgar M. Blessing, an attorney at this bar. And now comes the said Edgar M.Blessing and accepts such appointment and for and on behalf of said infant files answer herein in general denial as follows,to-wit:(Here Insert).

And this cause being now at issue is submitted to the court for trial finding, judgment and decree without the intervention of a jury. And the court,having heard the evidence and being fully advised in the premises finds: That the plaintiff,Melvina E.Phillips, is the surviving widow of the decedent James W.Phillips, and as such is

the owner in fee simple of the undivided 7/21 of the real estate set out and described in the complaint; that the plaintiffs,Clarence B.Phillips, Iva J. Bell, Susie Smith, Ruth Smith, and defendents, Roy J.Phillips, and Delta Phillips, are the surviving children of the said James W.Phillips,deceased, and as such are, each, the owner of an undivided 2/21 of the real estate described in the complaint.

The court further finds that the defendent,Hiram Phillips,is also a child of the said James W.Phillips,deceased, but that on the 2nd. day of May,1917, by his certain mortgage of that date mortgaged his undivided interest,to-wit: 2/21 of the real estate described in the complaint,to the defendant,Edgar Tharp,to secure the payment when the same should become due of a certain promissory note for $413.00; that thereafter on,to-wit:the 3rd. day of May, 1917,the said Hiram Phillips by his warranty deed of that date conveyed his said undivided interest in the real estate set out and described in the complaint to the defendant,Forrest Johnson, subject to the mortgage executed by the said Hiram Phillips to the defendant herein,Edgar Tharp; that by reason of said conveyance the defendant,Forrest Johnson,is the owner of an undivided 2/21 of the real estate described in the complaint.

The Court further finds that plaintiff,Permelia Phillips,is the wife of plaintiff,Clarence B.Phillips; that plaintiff Charles H.Bell,is the husband of plaintiff,Iva J.Bell; that plaintiff,James Smith,is the husband of plaintiff, Susie Smith; that plaintiff,Riley Smith,is the husband of plaintiff Ruth Smith, and that defendant,Rhoda Johnson,is the wife of defendant,Forrest Johnson, and none of said parties have any interest whatever in and to the real estate set out and described in the complaint except pursuant to said relationships.

The Court further finds that said real estate is not susceptible of partition, and that the interest of the several parties cannot be set off to them in severalty, without damage to the owners; that the probable value of said real estate is the sum of $14000.00.

It is therefore considered and adjudged by the court that said real estate to-wit: The West Half of the Southwest quarter of Section 15,Township 17 North,Range 1 East; Also the northwest quarter of the northwest quarter of Section 22,Township 17 North,Range 1 East; Also the north half of the Southwest quarter of the northwest quarter of Section 22, Township 17,North, Range 1 east,all in Hendricks County,Indiana, be appraised as provided by law, and be sold at private sale for not less than the appraised value thereof one-third cash in hand, the other two-thirds in one year from the date of the sale thereof; the purchaser securing said deferred payment by note at six per cent. interest from date and mortgage upon the real estate sold.

It is further considered and adjudged by the court that Cleo Hunt be,

and he is hereby appointed, commissioner to make sale of said real estate and that he give bond in the sum of $18000.00, with surety to the approval of the Court. And now comes the said Cleo Hunt and accepts said appointment and files his bond as required, which is duly approved by the court,and reads as follows, (Here Insert).

It is further ordered by the court that said commissioner give four week's notice of the time,terms and place of sale by publication thereof in some weekly newspaper of general circulation throughout the county of Hendricks, and by posting written or printed notice thereof in at least five public places in said Hendricks County, Indiana, at least three of which said notices shall be so posted in Brown Township, said County and State.

It is further ordered by the court that from the proceeds of said sale the costs of this action be first paid, and that the balance be paid to the parties to this action in proportion equal to their several interests in said real estate, and that defendant Edgar Tharp,have a lien on the share of defendant,Forrest Johnson,in the hands of the commissioner equal to his mortgage interest in and to said real estate so sold; and that said real estate be sold free and discharged from any and all liens.

And said commissioner is required to make report of his doings under this order and time is given.

State of Indiana on Relation of National Concrete Company
Vs.
Alonzo F.Hooten, et al.

No. 9748.
Costs For Trial Of Cause On Change Of Venue.

State of Indiana,Hendricks County,SS:

I, Geo. W. Brill,Judge of the 55th Judicial Circuit of Indiana, and Judge of the Hendricks Circuit Court of said State,in which the above and foregoing case was tried, adjudicated and disposed of,having this day examined the foregoing account in favor of the County of Hendricks and against the County of marion in said State,and having heard record and other evidence touching the same,and being advised as to the law in reference thereto;

It is by me ordered and adjudged that said account is in all things correct ,and the amount thereof ,to-wit: Forty-two Dollars and Fifty Cents,in the case of State on relation National Concrete Co. Vs. Alonzo F.Hooten et al, is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against said County of Marion in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State,in favor of said County of Hendricks and this shall be his sufficient

voucher and authority for so doing.

Geo. W. Brill.

Judge 55th, Judicial Circuit of Indiana.

And Court adjourned until 9 o'clock A.M. to-morrow.

Record read and signed in open Court.

Geo W Brill Judge.

Thursday Morning October 18th,1917.

Court met pursuant to adjournment.

Pres. Hon. Geo. W.Brill, Judge.

John A.Crow)
Vs.) No. 9488.
Tilman H.Treat.)

Come the parties by counsel, and this cause is dismissed by the Plaintiff,the costs having been paid.

Vincent Denny)
Vs.) No. 9826.
George Ruse et al.)

Come the parties by counsel,and motion for new trial heretofore filed in this cause by defendant is overruled by the Court, to which ruling of the Court the defendants object and except.

Etta Reeves)
) No. 9863.
Vs.) Judgt. Vs. Deft. for costs.
) J.D. 13 Page 80.
Grant Reeves.)

Come the parties by counsel, and the court being fully advised and informed in the premises finds for the Plaintiff and against the Defendant and that the Plaintiff is legally entitled to be fully and finally divorsed from the defendant.

Wherefore it is now hereby ordered,adjudged and decreed by the Court, and that the plaintiff be, and is hereby, fully and finally divorced from the defendant,and the bonds of matrimony heretofore existing between the plaintiff and defendant are hereby severed and annulled.

It is also ordered by the Court that the costs taxed herein be adjudged against the defendant. And all questions as to fees and Alimony are adjusted out of Court.

All of which is now finally ordered,adjudged and decreed by the Court.

Verna E.Proffitt)
Vs.) No. 9914.
Rholla L.Proffitt.)

Come the parties by counsel, and by agreement this cause is continued.

TThursday October 18th,1917 and the 40th day of the September Term,1917.

And Court adjourned until 9 o'clock A.M. to-morrow.

Record read and signed in open Court.

Geo W Brill Judge.

Friday October 19th,1917 and the 41st day of the September Term,1917.

Friday Morning October 19th,1917.

Court met pursuant to adjournment.

Pres. Hon. Geo. W. Brill,Judge.

State of Indiana)
Vs.) No. 5138.
Schuyler Huddleston.)

Comes now the State of Indiana by Carey W.Gaston,prosecuting Attorney, and comes also the defendant herein Schuyler Huddleston in his own proper person and by his Attorney Zimri E.Dougan,who being arrainged on the affidavit filed in this cause, for plea says he is not guilty as charged herein.

And this cause is submitted to the court for trial, and the evidence having been heard and concluded, and the court being fully advised and informed in the premises finds for the defendant herein Schuyler Huddleston.

It is therefore considered and ordered by the Court that said defendant Schuyler Huddleston be discharged and allowed to go hence without day.

George Woods,)
Nelson Woods,)
Elzina Gilbert,) No. 9832.
Alda Walls,) Judgt. Vs. Plff. for costs.
Homer Woods,) J.D. 13 Page 80.
Ernest Woods, and)
Walter Woods.)

Vs.

Hazzard Woodhurst, if living,if dead then the unknown widow, heirs,legatees,devisees, executors and legal representatives of the said Hazzard Woodhurst,deceased;

Margaret Jane Woodhurst, wife of the said Hazzard Woodhurst, if living,if dead then the unknown heirs,devisees,legatees,executors and legal representatives of the said Margaret Jane Woodhurst,deceased;

Tighlam A.H. Leasley, if living,if dead then the unknown heirs,devisees,legatees, executors and legal representatives of the said Tighlam A.H.Leasley,deceased;

_____Leasley, the wife of the said Tighlman A.H.Leasley, whose Christian name is unknown, if living,if dead then the unknown heirs,devisees, legatees,executors and legal representatives of the said _____Leasley,deceased;

William B.Norton, if living,if dead then the unknown heirs,devisees,legatees,executors, and legal representatives of the said William B.Norton,deceased;

Martha L.Norton, the wife of the said William B.Norton,if living, if dead then the unknown heirs,devisees,legatees,executors and legal representatives of the said Martha L.Norton, deceased.

Comes now the plaintiffs herein by Otis E.Gulley their attorney and it appearing to the satisfaction of the Court by the notice and proof of publication filed herein

a copy of said notice and proof of publication being filed herewith and are in words and figures following to-wit:(Here Insert) that the defendants and each of them have been duly and legally notified of the pendency of this action by three successive publications in the"Republican" a weekly newspaper of general circulation printed and published in Hendricks County, State of Indiana, the last of which said publications was made more than thirty days before the sixteenth day of July,1917, the same being the returned day endorsed on plaintiffs complaint herein.

And now said Defendants being three times loudly called in open Court, come not but herein wholly make default.

And this cause being set for trial on this date the same is now submitted to the court for trial without the intervention of a Jury and the Court having heard the evidence and argument of the counsel and being fully advised and informed in the premises finds for the plaintiffs and that the allegations of plaintiffs complaint are true. And the Court further finds that at the commencement of this action the plaintiffs were in possession of the real estate described in their complaint herein, and that they were the owners in fee simple thereof, and that the claim of defendants in and to said real estate is adverse to the plaintiffs and said defendants have no right title or interest in said real estate and that their claims are without right and unfounded and the court further finds that said plaintiffs are entitled to have their title quieted to said real estate, as against said defendants and against the world.

And the Court further finds that said plaintiffs in all things complied with the acts of the general assembly of the State of Indiana concerning suits or actions to quiet title and effecting titles to real estate in the State of Indiana and providing proceedure therein approved March 10,1915 as set forth in the Acts of the General Assembly of Indiana for 1915 page 649.

It is therefore ordered adjudged by the court that the plaintiffs are the owners in fee simple of the real estate described in their complaint which is situated in Hendricks County,State of Indiana and described as follows,to-wit:- Lots 9 and 10 in William H.Scott Addition in the town of Amo,Indiana.

And that the claim of defendants thereto is without right and unfounded and that plaintiffs title thereto be and the same is hereby quieted and forever set at rest as against the defendants and all persons claiming by under or through them or either of them.

It is further adjudged that the plaintiff pay the cost herein taxed at_____Dollars and_____cents.

Lorinda McCory)
)
Vs.) No. 9409.
)
Cora Gill et al.)

Come the parties by counsel and the motion of the plaintiff heretofore filed in this cause is overruled by the Court, to which ruling of the court the plaintiff objects and excepts.

And the plaintiff now prays the court for an appeal to the Appelate Court of Indiana. Appeal granted, 20 days given to file bond in the sum of $500.00 to the approval of the Clerk. Sixty days given plaintiff to file all Bills of exceptions.

Friday October 19th,1917 and the 41st day of the September Term,1917.

And Court adjourned until 9 o'clock A.M. to-morrow.

Record read and signed in open Court.

Geo W Brill Judge.

Saturday October 20th,1917 and the 42nd day of the September Term,1917.

Saturday Morning October 20th,1917.

Court met pursuant to adjournment.

Pres. Hon. Geo. W. Brill,Judge.

Flora Idella La Porte)
Vs.) No. 9879.
Jesse Le Roy LaPorte)

Come the parties by counsel and the Court being duly advised sustains the motion heretofore filed by the plaintiff for a change of venue of this cause from this County and sends the same to the Boone County Circuit Court.

It is therefore considered and adjudged by the Court that the venue of this cause be and the same is hereby changed to the Boone ~~County~~ Circuit Court of Boone County,Indiana.

And 10 days are given in which to perfect said change of venue.

Harry H.Hardin)
Vs.) No. 9895. Judgt. Vs. Deft. for Costs.
Mary I.Hardin.) J.D. 13 Page 80.

Comes now the plaintiff in person and by Cofer & Dougan, his attorneys, and it appearing to the satisfaction of the court from the summons issued to the Sheriff of Marion County,Indiana, and the return of the Sheriff endorsed thereon, which said summons and return are as follows,to-wit:(Here Insert), that the defendant has been duly notified of the pendency of this action for more than ten days before the 9th. judicial day of the present term of this court, the same being the day the said summons was made returnable as shown by the indorsement upon plaintiff's complaint.

And the said defendant, failing to appear and answer herein is now three times loudly called in open court but comes not and herein wholly makes default. And now comes Carey W.Gaston,the prosecuting attorney for the judicial circuit of this court and defends against this action.

And now the said cause is submitted to the court for trial,finding and judgment without the intervention of a jury. And the Court, having heard the evidence and being fully advised in the premises finds for the plaintiff, that the allegations of his complaint are true and that he is entitled to a decree of divorce from the defendant upon the grounds therein alleged.

It is therefore considered and adjudged by the court that the bonds of matrimony

existing between plaintiff and defendant be dissolved and that the plaintiff be, and he is granted a divorce from the defendant herein.

It is further ordered by the court that the defendant pay the costs of this action taxed at _____dollars and _____cents.

All of which is finally ordered by the court.

Verna E.Proffitt)
)
Vs.) No. 9914. Judgt. Vs. Deft. for Costs.
) J.D. 13 Page 81.
Rholla L.Proffitt.)
)

Comes now the parties and by agreement file motion to dismiss the above cause of action, for the reason that provisions have been made for support of plaintiff and her child until December 15th,1917. And the Court being advised and informed in the premises finds that said motion should be sustained.

It is therefore adjudged by the Court that said cause be and the same is hereby dismissed at cost of defendant taxed at $_____dollars and_____ cents.

Saturday October 20th,1917 and the 42nd day of the September Term,1917.

And Court adjourned until 9 o'clock A.M. Monday October 22,1917.

Record read and signed in open Court.

Geo W. Bell Judge.

Monday Morning October 22,1917.

Court met pursuant to adjournment.

Pres. Hon. Geo. W. Brill,Judge.

John Larrison
Vs.
Julia A.Larrison.

No. 9844. Judgt. Vs. Plff. for Costs.
J.D. 13 Page 41 -

Come the parties and the Court having been fully advised in the premises finds for the plaintiff, that the allegations of his complaint are true and that he be entitled to a decree of divorce from the defendant upon the grounds alleged in said complaint.

It is therefore considered and adjudged by the court that the bonds of matrimony existing between plaintiff and defendant be dissolved and that the plaintiff be, and he is hereby, granted a divorce from the defendant herein.

It is further ordered by the court that the plaintiff pay the costs of this proceedings taxed at_____dollars and_____cents.

The McClure Company
Vs.
Bert E.Arbuckle.

No. 9849.

Come the parties by counsel and the defendant is ruled to answer by the first day of the November Term,1917.

William Burk
Vs.
The Pittsburg,Cincinnati,Chicago,& St.Louis Railway company.

No. 9909.

Come the parties by counsel and the defendant is ruled to answer.

Ernest Hornaday
Vs.
Terre Haute,Indianapolis & Eastern Traction Company.

No. 9497.

Come the parties and Thad S.Adams withdraws his appearance for the plaintiff.

Arthur H.Humphry
Vs.
George H.Johnson et al

No. 9686.

Come the parties by counsel, and the plaintiff files motions and reasons for a new trial, which motion and reasons are in the words and figures following,to-wit: (Here Insert).

Michael P.Greely et al
Vs.
Patrick Greely et al.

No. 9903.

Come now the plaintiffs by L.Russell Newgent their attorneys and the defendants by James W.Nichols their attorneys, comes also James L.Clark,Commissioner herein and files an appraisement of the real estate ordered to be sold, which appraisement is approved by the court and is in the words and figures following:(Here Insert).

Said Commissioner also files proof of publication as follows:(Here Insert) and proof of posting as follows:(Here Insert).

And now said Commissioner files his report of sale as follows,to-wit:

Michael P.Greely
John Greely
Vs.
Patrick Greely et al

No. 9903 Report of Sale.

Comes now James L.Clark,Commissioner in the above entitled cause, and respectfully reports to the court that pursuant to the orders of the Court entered in this cause he as such Commissioner gave notice by two weeks publication in the Brownsburg Record,

a newspaper of general circulation published in the town of Brownsburg, and by posting more than five printed notices in Lincoln Township, that being the Township in which the real estate ordered sold is situate, proof of publication and of posting as aforesaid is filed herewith and made a part of this report as follows (H.I.), that he would offer for sale at private sale for cash the following described real estate in Hendricks County and State of Indiana,to-wit- The East half of the North-east quarter of the North-west quarter of section Twelve(12), Township Sixteen(16) North and Range One(1) East, containing 20 acres more or less. Said real estate to be offered for sale at Hunter's Bank in the town of Brownsburg on the 20th day of October,1917, and if not sold on said date said sale would be continued at the office of said Commissioner in the town of Danville thereafter from day to day until a slae should be made.

That he caused said real estate to be appraised by William E.Thompson and William Hart, two competent and disinterested residents of Hendricks County, who after being qualified and upon view of the premises appraised said real estate at $2800.00 Their appraisement was reduced to writing and is filed hereiwth and made a part of this report as follows (H.I.).

That on said 20th day of October,1917 he offered said real estate for sale at the time and place and on the terms as provided in said notices and the order of the court, and Thomas Welsh offered for the same the sum of $4100.00, and that being the highest and best offer received for said real estate and more than the appraised value thereof the same was accepted and said real estate sold to said Thomas Welsh at and for the price of $4100.00. Said purchaser paid said sum in cash and this Commissioner executed to him a certificate of purchase, and now brings said money into Court, together with a deed duly executed conveying said real estate to said purchaser and asks the Court to approve said sale and this report of the same, together with said deed and to order said deed delivered to said purchaser as an evidence of his title.

James L.Clark Commissioner.

Subscribed and sworn to before me this 22 day of October,1917

Jas. W.Nichols Notary Public My Com. ex. Mar. 8,1920.

And the Court having examined said report and been sufficiently advised in the premises approves said sale and said report thereof and orders said Commissioner to present for the court inspection a deed conveying said real estate to the purchaser. And now said Commissioner presents a deed duly acknowledged,conveying to Thomas Welsh for the sumeof Forty One Hundred Dollars the East half of the North east quarter of the north west quarter of Sectinn Twelve(12) Township Sixteen(16) North Range One(1) East in Hendricks

County and State of Indiana and the Court having examined said deed approves the same and endorses his approval thereon in open court and orders said Commissioner to deliver said deed to said Thomas Walsh as an evidence of his title. And the Court now allows L.Russell Newgent and James W.Nichols each the sum of One Hundred Dollars as attorneys fees and James L.Clark as Commissioner the sum of One Hundred Dollars for his services as such Commissioner.

Said Commissioner is ordered to pay first all costs and charges made and accrued in this cause and of the net proceeds of said sale after the payment of said costs and charges to pay one third thereof to Cleo Hunt Executor of the Will of Peter Greely___ _____ and to the plaintiffs and the defendants other than said executor each one eighth of two thirds of said net proceeds, and to make a full and complete report of his doings for the approval of this Court.

All of which is now ordered, adjudged and decreed.

Charles Wynn et al)
Vs.) No. 9560.
Elizabeth Key et al)

Comes now Oscar Kurtz, Commissioner in the above entitled cause and files herein his verified financial report as such Commissioner, which report is in the words and figures as follows to-wit:

Charles Wynn et al)
Vs.) No. 9560 Financial Report Of Commissioner.
Elizabeth Key et al)

1. I am chargeable with the following amounts:

A. Purchase price of land sold	$4250.00
B. Interest on deferred payments	$ 98.72
Total	$4348.72.

2. I am entitled to the following credits:

A. John W.Patterson Treas. Taxes	$27.56
B. " " " "	8.88
C. George B.Davis money turned over on order of Court	345.11
D. A.P.W.Bridges Clerk Court costs	38.55
E. Edgar M.Blessing Legal service	100.00

F. George B.Davis, Money turned over under order of Court.	$407.30
G. Oscar Kurtz For services as commissioner	$100.00
H. Downard & Taylor Bal of Abstract fee	3.50
Total expenses	$1030.90

Balance for distribution $3317.10

Distributive shares.

Adding the advancements adjudicated by the court in this case amounting to $2875.00 we have a total of $6192.10 for distribution among six parties to this action or $1032.01 2/3 to each one.

Charles Wynn	1032.01 2/3 less adv	$750.00		$282.02
Alfred Wynn	"	"	" $600.00	$432.01
Jessie Hensley	"	"	" $350.00	$682.02
Robert Wynn	"	"	" $120.00	$912.01
Elizabeth Key	"	"	" $55.00	$977.02
Clara Miller	"	"	" $1000.00	$ 32.02
Total				$3317.10

Received of Oscar Kurtz, Commissioner the sum of $3317.10 in full of the above named distributive shares.

Ashbel P.W.Bridges.
Clerk of the Hendricks Circuit Court.

Oscar Kurtz being duly sworn upon his oath says that the above report contains a full and true statement of the monies by him received and disbursed in the above entitled cause of action and he asks that this report be approved in all things and that his allowance as commissioner and the amount paid to his attorneys be in all things approved and that he be discharged from his trust and bond.

Oscar Kurtz Commissioner.

Subscribed and sworn to before me this 22nd day of October,1917.

Edgar M.Blessing Notary Public
My COm. expires January 15th,1919.

And the court having inspected said report and being fully advised in the premises now in all things approves and confirms the same and the charges of said commissioner and his attorney are allowed and approved and this cause is adjudged finally disposed of.

And the Clerk of this Court is directed to pay out in distributive shares the sum of $3317.10 heretofore paid into Court for distribution,as follows, to-wit:

1. Charles Wynn----------$282.02 Pd.
2. Alfred Wynn----------$432.01
3. Jessie Hensley----------$682.02 Pd.

4. Robert Wynn----------$912.01 Pd
5. Elizabeth Key----------$977.02 Pd.
6. Clara Miller----------$ 32.02 Pd.

Receipts.

1. Rec'd of A.P.W. Bridges, clerk $282.02 my share in full this 10/24-1917 Charles Wynn
2. Rec'd 11/23,1917 of Bridges clerk $432.01 my share in full Alfred Wynn By C C Wynn
3. Rec'd 10/24,1917 of Bridges clerk $682.02 my share in full Jessie C Hensley By Ora Hensley
4. Rec'd of A.P.W. Bridges, clerk $912.01 my shon in full this 10/24-1917 Robert Wynn By E M Blessing
5. Rec'd 10/23,1917 of Bridges Clerk $977.02 my share in full, Elizabeth Key, By Otis E Gulley, her atty.
6. Rec'd 11/23,1917 of Bridges clerk $32.02/100 my share in full Clara F C Miller

Monday October 22nd,1917 and the 43rd day of the September Term,1917.

And Court adjourned until 9 o'clock A.M. to-morrow.

Record read and signed in open Court.

G. W. Brill Judge.

Tuesday October 23rd,1917 and the 44th day of the September Term,1917.

Tuesday Morning October 23rd,1917.

Court met pursuant to adjournment.

Pres. Hon. Geo. W. Brill,Judge.

Elmer E. Baker,
Vs.
Cleveland, Cincinnati, Chicago & St. Louis Railway Company.

No. 9800.

Come now the parties by counsel and on this, the 23rd day of October,1917, comes also Cloe Minnick, the official shorthand reporter of this court duly appointed to take down in shorthand and to transcribe correctly the proceedings and evidence in the above entitled cause, and now files her longhand transcript of all the evidence given and offered in said cause, the objections of the parties thereto, the rulings of the Court thereon and the exceptions taken and reserved thereto, and it is now ordered by the court that said longhand transcript of the evidence be filed, and the same is now hereby filed as a paper and a part of the proceedings in this cause, all of which is accordingly done, and which said longhand transcript of the evidence is in the words and figures following, to-wit:(Here Insert)

And afterward on the same day come again the parties by counsel, and the defendant Cleveland, Cincinnati, Chicago & St. Louis Railway Compamy within the time heretofore allowed by the Court therefor, having presented in open court its bill of exceptions Number 3 containing all the evidence given and offered on the trial of said cause, the objections of the parties thereto, the rulings of the court thereon, and the exceptions taken and reserved thereto, said defendant now asks that said Bill of Exceptions Number 3 should be signed by the Judge of this court and sealed, filed and made a part of the records in this cause, and the Court, having seen and inspected said Bill of Exceptions Number 3 and finding that the same does contain the official reporter's transcript of the evidence, which embodies all of the evidence given and offered in said cause on the trial thereof, the objections of the parties thereto, the rulings of the Court thereon, and the exceptions taken and reserved thereto, and finding that the same is true and correct, now signs said Bill of Exceptions Number 3 and seals the same and orders the same to be filed and made a part of the record in said cause and said Bill of Exceptions Number 3 is now in open Court hereby filed and made a part of the record in said cause on this the 23rd day of October,1917, which said Bill of Exceptions Number 3 is in the words and figures following, to-wit:(Here Insert).

And afterwards, on the same day, to-wit, the 23rd day of October,1917, said defendant files its praecipe for a transcript of the record in this cause for use on appeal thereof to the Supreme Court of Indiana, which praecipe is in the words and figures following, to-wit:(Here Insert).

Arthur H. Humphreys)
)
Vs.) No. 9686.
)
George H.Johnson)

Come the parties by counsel, and plaintiff files motion, reasons and memoranda for new trial, which motion, reasons and memoranda are in the words and figures following, to-wit:(Here Insert).

Eli Rogers)
)
Vs.) No. 9798.
)
John H. Bradford et al.)

Come the parties by counsel and the Court being duly advised, sustains the motion heretofore filed by the plaintiff for a change of venue of this cause from this County and sends the same to the Boone Circuit Court of Boone County,Indiana.

It is therefore considered and adjudged by the Court that the venue of th this cause be and the same is hereby changed to the Boone Circuit Court of Boone County,Indiana.

And 10 days are given in which to perfect said change of venue.

Hiram C.Ebert and)
Charles O.Ebert)
) No. 9828.
Vs.)
)
Charles S.Sheets.)

Come the parties by counsel, and plaintiff files motion to retax costs in this case, which motion is overruled by the Court, to which ruling of the Court the plaintiff objects and excepts.

Edward Schmidt et al)
)
Vs.)
) No. 9486.
Aetna Trust and Savings Company et al.)

Comes now the parties by counsel and plaintiff Herbert E.Fisher Trustee, under the last Will and Testament of Edward Schmidt,deceased, for Zella Schmidt,widow of said decedent, Gertrude Schmidt Patterson, Elsa J.Schmidt, Caroline F.Schmidt, Marzella Schmidt children of said decedent and moves the Court for an order that Zola May Schmidt and Earnest B.Fox be made defendants herein. And plaintiff files amended complaint, which complaint is as follows,to-wit: (Here Insert).

Merrill Sheckles)
)
Vs.) No. 9897. Judgt. Vs. Plff. for costs.
) J.D. 13 Page 87.
Gladys Sheckles)

Comes the defendant in the above entitled cause by her attorney and files herein her answer in this cause, which answer is in the words and figures following,to-wit: (Here Insert). And this cause now called for trial, and the plaintiff now failing to appear and answer, he is now on order of the Court, by the Sheriff three times loudly called in open court, and comes not but herein wholly makes default, and now by order of the court this cause is dismissed for want of prosecution, and the Court further orders that the costs of this cause be taxed to the plaintiff at $_____and_____cents.

James J.Hendrickson)
)
Vs.) No. 9924.
)
Michael H.Sullivan et al.)

Come the plaintiff in the above entitled cause and files herein his complaint in this cause, together with an affidavit stating that certain defendants named therein are not residents of the State of Indiana, Said complaint and affidavit are as follows, to-wit:(Here Insert)

And thereupon on order of Court, the Clerk of this court issues a Non-residence notice for publication in "The Brownsburg Record",and makes the 17th day of December 1917, the return day therein.

State of Indiana ex rel)
Gladys Sheckles)
) No. 9926.
Vs.)
)
Merrill Sheckles.)

Comes now the plaintiff in the above entitled cause, and files herein her verified complaint, which is in the words and figures following,to-wit: (Here Insert). And comes also the State of Indiana by Carey W.Gaston, prosecuting attorney, and moves the Court that a bench warrant be issued for the defendant herein Merrill Sheckles, and the court being fully advised and informed in the premises sustains said motion.

And thereupon the Clerk issues a bench warrant for the defendant Merrill Sheckles, and now the Court fixes the Bond of Merrill Sheckles in the sum of $700.00.

Jesse Neff)
)
Vs.) No. 9899.
)
Eleanor Trotter)

Come now Jesse Neff by counsel in the above entitled cause and show to the Court the summons issued in this cause to the defendant Eleanor Trotter, whereby it apperas that the said Eleanor Trotter was duly summoned in said cause to appear on the 17th day of September 1917, the same being the 13th judicial day of the September Term 1917 of the Hendricks Circuit Court and more than ten days prior to said date. Said summons and return being in the words and figures following,to-wit:(Here Insert).

And after hearing the evidence as to the physical condition of the defendant and being fully advised and informed in the premises the Court finds that the defendant Eleanor Trotter can not be produced in court without injury to her health. And comes now A.P.W.Bridges, Clerk of the Hendricks Circuit Court and files answer to the said petition in general denial, said answer being in the words and figures following,to-wit:(Here Insert).

The State of Indiana was duly represented by Carey W. Gaston,Prosecuting Attorney, and this cause being at issue was submitted to the court for trial finding and decree, without the intervention of a Jury, and the Court upon hearing the evidence, and being fully informed and advised in the premises

finds for the petitioner,that the allegations in his petition as therein set forth are true and ought in all things be granted that the said Eleanor Trotter is an inhabitant of Hendricks County,Indiana and is a person of unsound mind and incompetent to manage her estate, and that she is the owner of real estate in Hendricks County, and that a Guardian should be appointed to manage the same. And the Court now appoints Harry Durham, as such Guardian and he is ordered to give Bond in the sum of $500.00 to the approval of the Clerk, and qualify as such Guardian according to law.

GENERAL COURT ALLOWANCES.

Ordered by the Court that the following sums be allowed and paid out of the funds specifically set apart for that purpose on account of the expense of the September Term, 1917, of the Hendricks Circuit Court, to-wit:

Mell C. Masten, Jury Comr.	$3.00
Lewis W. Borders " "	3.00
L.D. Powell Co. books	6.50
Wallace Jessup Petit Juror	5.00
C.M. Hobbs " "	5.00
J. M. Trotter " "	5.00
Wm. H. Nichols " "	5.00
Chas. E. Baker " "	5.00
Thomas McCalmet " "	5.00
Wm. H. Walls " "	5.00
W. W. Williams " "	5.00
A. W. Kellam Grand Juror	15.70
A. M. Baugh " "	15.40
Columbus Johnson " "	15.80
Fountain Hardwick " "	15.30
Fred Franklin " "	15.70
E.A.Landreth " "	15.90
John E. Redmond Bailiff	9.00
E.S.Campbell Meals	9.10
Cloe Minnick,Official Reporter	95.00
Robert Hufford Attending Courts	22.00
C.C.Allred Petit Juror	40.00
Charles Sacre " "	12.50
J.E.Redmond " "	10.00
E.W.Parnell " "	10.00
W.H.Anderson Co. Books	8.00

Tuesday October 23rd,1917 and the 44th day of the September Term,1917.

W.A.Berry Petit Juror	53.40
Greely Bryant " "	58.80
John Lux " "	30.90
Columbus Cornett " "	43.50
Bruce Prather " "	57.60
R.S.Fritchie " "	55.90
Charles Pigg " "	55.90
Harry M.Garner " "	14.10
W.S.Dickerson " "	45.90
Claude Boyd " "	51.60
John Hocker " "	58.60
Henry Thompson " "	50.10
Glen Neaville " "	45.10
Charles Bockius " "	38.80
Charles Sanders " "	5.00
J.K.Little " "	5.00
William Snyder " "	2.50
Lee Chatham " "	2.50
Terry O'Donnell " "	2.50
T.M.Sears " "	2.50
E.D.Crawley Meals	22.75
Mell C. Masten Drawing Jury	6.00
Lewis Borders " "	6.00
J.E.Redmond Petit Jury	5.00
Cloe Minnick Court Reporter	40.00
Bridges Court expenses	109.58
Hufford Shff. Fees	218.07

Tuesday October 23rd,1917 and the 44th day of the September Term,1917.

Tuesday October 23rd,1917 and the 44th day of the September Term,1917.

Ordered by the Court that all causes both civil and criminal and all pleas, plaints, motions and demurrers not disposed of at the present Term of this Court be continued to the November Term,1917, of this Court.

And Court adjourned until Court in course.

Record read and signed in open Court.

Grover Bell Judge.

Vacation.

GRAND AND PETIT JURORS DRAWN

Be it remembered, That on the 29th day of October 1917, Lewis W. Borders and Mell C.Masten, the duly appointed, qualified and acting Jury Commissioners of this Court appointed at the office of the Clerk of the Hendricks Circuit Court and thereupon, as required by law the Clerk of this Court drew from the Jury Box, the names of the following persons for Grand Jurors, at the November Term,1917, of this Court, to-wit:

1. David Bodenhamer Franklin Township
2. Martin Faley Brown Township
3. Douglas Hall Union Township
4. Harry O'Rear Eel River Township
5. Albert Ayers Lincoln Township
6. Edward E. Blair Washington Township

And the Clerk of this Court at the time and in like manner drew from the Jury Box the names of the following persons for Petit Jurors for the November Term,1917, of this Court, to-wit:

1. Howard Little Liberty Township
2. Clarence Arnold Union Township
3. Martin Dougan Middle Township
4. Otis Duncan Lincoln Township
5. Charles Lingerman Lincoln Township
6. W. J. Cox Guilford Township
7. Horace Zimmerman Washington Township
8. Fred M. Creach Marion Township
9. T. M. Sears Marion Township
10. Charles Coffman, Brown Township
11. Claud Weekly Eel River Township
12. T. E. Francis Washington Township
13. J. F. Underwood, Jr. Marion Township
14. Martin E. Johnson Middle Township
15. Leon Eaton Brown Township
16. Howard Arbuckle Lincoln Township

Which said list of Jurors were tabulated, signed by said Jury Commissioners and attested by the Clerk of this Court.

And thereupon the Clerk of this Court issued venires for said Jurors,commanding the Jurors of the Grand Jury to appear in the Hendricks Circuit Court on the_____day of the November Term 1917, and the Jurors of the Petit Jury to appear in the Hendricks Circuit Court on the _____day of the November Term 1917, thereof, to act as Jurors of said Court.

Attest: Ashbel P.W. Bridges Clerk.

Vacation.

Vacation.

Monday Morning November 5th,1917.

Pleas and Proceedings had in the Hendricks Circuit Court, within and for Hendricks County and State of Indiana at the November Term,1917 which Term of Court was begun and continued at the Court house in the Town of Danville, in the County and State aforesaid, commencing on Monday the 5th day of November 1917, that being the day fixed by law for holding said Term of said Court.

Pres. Hon. Geo. W. Brill Judge

Carey W. Gaston,Prosecuting Attorney

Robert Hufford,Sheriff

Ashbel P. W. Bridges,Clerk

Levi Howard)
)
Vs.) No. 9858.
)
The Citizens National Bank of Greencastle,Indiana et al)

Come the parties by counsel and plaintiff files amended complaint which complaint is in the words and figures as follows, to-wit:(Here Insert).

John T. Higgins)
)
Vs.) No. 9902.
)
Archie A. Figg)

Come the parties by counsel and defendant files answer in general denial to plaintiff's complaint, which answer is as follows to-wit:(Here Insert).

David Farmer)
)
Vs.) No. 9905.
)
Terre Haute,Indianapolis and Eastern Traction Company)

Come the parties by counsel and plaintiff files written dismissal of this cause at costs of defendants, which dismissal is in the words and figures following, to-wit:(Here Insert) and this cause is dismissed, the costs having been paid.

The State of Indiana on the relation of Martin Mitchell,Trustee)
)
Vs.) No. 9920.
)
The Cleveland, Cincinnati, Chicago & St. Louis Ry. Co.)

Come the parties by counsel and defendant files verified answer in one paragraph which answer is in the words and figures following, to-wit:(Here Insert).

Jesse Neff)
)
Vs.) No. 9899.
)
Eleanor Trotter)

Comes now Harry Durham and presents to the court for approval and files herein his guardians bond executed in the sum of Five Hundred ($500.00) Dollars, with Arthur Spears and Alf Trotter as surety thereon, which bond is approved by the court and is as follows, to-wit:(Here Insert).

And the said Guardian now takes, subscribes and files herein his oath as such guardian, which is as follows, to-wit:(Here Insert).

PRESENT HON. SOLON A. ENLOE,SPECIAL JUDGE.

Rose Belle Cassity)
)
Vs,) No. 9076.
)
Henry Ragan et al)

Come the parties by counsel and defendant Ida L. Wilson files answer in two paragraphs to amended complaint, which answer is in the words and figures following, to-wit:(Here Insert), and defendant Walter DePew, by Guardian ad litem files answer in two paragraphs to amended complaint, which answer is in the words and figures following,to-wit:(Here Insert), and plaintiff files demurrer to second paragraph of answer of defendant Ida L. Wilson, which demurrer is as follows,to-wit:(Here Insert) and plaintiff also files demurrer to second paragraph of answer of defendant Walter DePew, which demurrer is as follows, to-wit:(Here Insert).

Record read and signed in open Court. Special Judge.

Maud Waddell)
)
Vs.) No. 9921.
)
Walker A. Constant et al.)

Come the parties by counsel and defendants are ruled to answer.

And Court adjourned until 9 oclock A. M. to-morrow.

Record read and signed in open Court.

Geo W. Buell Judge.

Tuesday Morning November 6th,1917.

Court met pursuant to adjournment

Pres. Hon. Geo. W. Brill, Judge.

Irene Kemp et al)
Vs.) No. 9825.
Harry W. Brown et al.)

Come the parties by counsel and the plaintiffs file motion to dismiss as to the defendants National Surety Company and Aetna Accident & Liability Company, which motion is in the words and figures following, to-wit:(Here Insert) and the Court being fully advised and informed in the premises sustains said motion and this cause is dismissed as to National Surety Company and the Aetna Accident & Liability Company.

Laura Tinder)
Vs.) No. 9846
Laura B. Foster)
Charles E. Foster)

Comes now E. M. Blessing and withdraws his appearance for the defendants.

Alfred E. Haynes et al) No. 9898
Exparte-Drain.)

Come the petitioners in this proceedings by their attorneys, Cofer & Dougan, and produce the report of the drainage commissioners heretofore filed in this cause. And the court, having examined the same finds that it was duly filed in the office of the Clerk of this Court on the 16th day of September,1917, the same being the day upon which the said commissioners were ordered and directed to file said report; that more than ten days exclusive of the day of filing and Sundays have elapsed since the filing of said report, and that no remonstrance or objections of any kind are now on file against said report or against the establishing of said proposed drain.

It is therefore ordered and adjudged by the court that the report of the drainage commissioners herein be and the same is hereby approved and confirmed; that the assessments made therein be and the same are hereby approved, and that the same are hereby made liens upon the said real estate described in said report as therein set out; that the ditch and drain therein described be and the same is hereby established.

It is further ordered by the court that said report be spread of record, which is now done as follows, to-wit:-

To The Hon. George W. Brill, Judge Hendricks Circuit Court.

In the Matter of the
Alfred E. Haynes et al) No. 9898.
Ex Parte Drain)

We, the undersigned, duly appointed and qualified Drainage Commissioners, to whom was referred the above entitled cause, would respectfully report that, as directed by the order issued to us, did meet on the site of the proposed drain in Marion Township, Hendricks County, Indiana, on the 8th day of October 1917, and proceeded to make an examination of the entire route of the proposed drain, and also to make a personal inspection of the land affected thereby, and that we are of the opinion that the construction of the said drain will be practicable and of public utility and will improve the public health and will benefit a public highway running East and West along the Section line between sections 5 and 6, Township 15 North, Range 2 West, and Sections 31 and 32, Township 16 North, Range 2 west, which is an improved Free Gravel Road.

That the costs, damages and expenses of effecting the proposed drainage will be less than the benefits to the owners of the lands likely to be benefitted by said proposed drainage.

That the best and cheapest method by which the said proposed drainage can be accomplished is by an under ground drain, constructed of shale tile with a corrugated iron culvert as a terminus on account of the possibility of freezing. The tile to be of the following diameters:

From Sta. 0 to 0 plus 10 18" corrugated iron

From " 0 plus 10 to Sta. 10 18" shale tile

" Sta. 10 to Sta. 28 15" shale tile

" " 28 to Sta. 42 plus 76, 12" shale tile.

That the entire length of said drain, to-wit: 4276 feet is practicable, in as much as it does not fall short of nor exceed reasonable provision for proper drainage, and that the course of said drain as surveyed and staked out is in the best possible location to afford maximum benefits to the lands affected. Said course is described as follows, to-wit: Beginning at, or near, the Center South of Section 31, Township 16 North, Range 2 west, and running thence North 900 feet; thence deflecting East in a curve of 45 degrees per hundred feet for 200 feet, thence East 1940 feet, thence south 70 degrees East, 60 feet, thence South 20 degrees East 800 feet, thence South 376 feet; all in Marion Township, Hendricks County, Indiana.

From Station 0 to Station 9 the proposed ditch follows the bed of the old open drain now there; from Station 9 to Station 11 it follows a line three feet to the left of the line of stakes; from Station 11 to Station 30 it again follows the bed of the old open ditch; from thence to Station 42 plus 76 a line three feet to the left of the line of stakes.

We estimate the cost of the proposed drain in its entirety to be $2190.00

Stakes have been set and numbered avery hundred feet beginning with the outlet at Station 0 to the terminus. Stakes have also been set and numbered beginning at a point 800 feet below the outlet of the tile. These stakes begin with number 100 and number consecutively to and including 107 which is 100 feet below the outlet of the tile. This amount of open ditch we consider should be cleaned out as shown on the profile accompanying this report, in order to provide a good and sufficient outlet. In addition we have computed and set out the depth of the trench in which tile are to be placed at each stake; have established permanent bench marks for checking elevations and have computed the cubic yards of excavation between each station as follows:

Station & Grade Elevation	Cut from top of stake.	Fall per hundred feet.	Cu. Yds. of excavation.
100 90.53	1.84 feet	1.50 inches	2.00
101 90.59	3.60	" "	2.00
102 90.79	3.38	" "	4.00
103 91.62	3.75	" "	9.37
104 92.29	3.32	" "	13.75
105 92.79	2.26	" "	16.75
106 93.15	3.77	" "	18.30
107 93.42	4.15	" "	16.92
			83.09
0 93.13	4.10	2.40 in.	8.00
1 92.57	4.35	"	5.00
2 92.53	3.14	"	6.00
3 93.08	4.01	"	7.00
4 93.56	4.38	"	9.50
5 94.34	4.40	"	11.95
6 94.75	4.94	"	13.30
7 95.14	5.93	"	13.95
8 95.41	4.96	"	14.30

Station & grade of elevation	Cut from top of stake.	Fall per hundred feet.	Cu. yds. excavation
9 95.75	5.43 feet		21.40
10 98.09	4.66	2.40 in.	20.00
11 96.71	5.01	2.40 inches	13.33
12 96.86	4.96	7.20 "	10.98
13 97.00	4.79	uniform fall	8.36
14 97.25	4.76	from Sta. 11	7.90
15 98.02	5.15	to terminus.	7.90
16 98.45	4.50		7.21
17 98.95	4.61		7.77
18 99.80	4.70		8.35
19 100.41	4.13		9.99
20 101.65	4.18		14.60
21 103.21	4.80		17.42
22 103.86	4.23		18.20
23 103.71	5.08		17.43
24 104.70	4.18		15.04
25 105.08	4.51		12.32
26 104.96	4.57		9.43
27 105.23	4.78		8.05
28 105.58	5.56		8.00
29 106.35	5.33		7.22
30 106.58	5.18		14.98
31 111.42	5.31		113.85
32 107.40	4.80		15.30
33 112.09	4.79		26.64
34 112.69	4.79		26.64
35 113.29	4.79		20.53
36 113.39	4.29		23.86
37 113.99	4.23		23.65
38 114.53	0.46		13.33
39 111.36	3.74		20.75
40 115.24	4.51		22.92
41 116.61	4.56		25.22
42 117.26	3.71		17.05
42+76 114.56			604.61
		Total yardage	687.70

Bench marks were taken as follows:

Sta. 0- South parapet of bridge	Elevation.	100.00
" 100 Oak stump, N.E. one of three in a triangle		95.92
" 18 80 Nail in charred stump south side ditch		104.37
Sta. 42 76 North parapet bridge		121.16

We recommend that a concrete header and apron be constructed at mouth of outlet, with dimensions and material as shown on profile.

We further report that the several tracts of land affected by the Alfred E. Haynes et al Drain with the benefits accruing thereto are as follows:

Owner	Description of Lands	Acreage affected	Benefits
Obediah Ramsey	N.E. ¼ of the SW¼, & NW¼ of SE¼, all in sec. 5, Tp.15N. R2W.	5	$10.95
Oscar Higgins	North end E1/2 of NE¼ of SE¼, Sec. 31, Tp.16 N. R. 2West; also S 1/2 of E 1/2 of SW¼ of NE¼ of Sec. 31, Tp. 16 N. R.2 W.; also N. end of SW¼ of NW¼ of Sec. 32, Tp. 16N. R 2W. also W. side SE¼ of NW¼, Sec. 32, Tp. and Range aforesaid,	25.	$79.32
Wm. S. Harris	E 1/2 SE¼ SE¼ Sec. 31, 16N R. 2W S end E 1/2 NE¼ SE¼ Sec. 31, Tp. 16 N R 2W. Also SW¼ SW¼, Sec. 32, Tp.16 N. R2W Also NW¼ SW¼ " " " " " " , also S end SW¼ NE¼ " " " " " "	90	$380.10

Owner	Description of Lands	Acreage affected	Benefits
Chas. W. Sheets	E 1/2 $NE\frac{1}{4}$ $NE\frac{1}{4}$ Sec 6 Tp. 15 N. R 2W, also N. end E 1/2 $SE\frac{1}{4}$ $NE\frac{1}{4}$ Sec 6 Tp. 15 N. R 2 W.	22	$80.39
Isaac English and Cora E. English	$SE\frac{1}{4}$ $NW\frac{1}{4}$ Sec 5 Tp 15 N R.2W, also $NE\frac{1}{4}$ $NW\frac{1}{4}$ Sec 5 Tp 15 N R 2 W, Pt. E 1/2 NW 1/4 Sec 5 Tp 15 N R. 2 W, alSo Pt. E 1/2 NW 1/4 Sec 5 Tp 15 N R. 2 W,	90	$318.57
John F. Stephenson	$NE\frac{1}{4}$ $SW\frac{1}{4}$ All in Section 31, $SE\frac{1}{4}$ $SW\frac{1}{4}$ $SW\frac{1}{4}$ $SE\frac{1}{4}$ Township 16 North W 1/2 $SE\frac{1}{4}$ $SE\frac{1}{4}$ $NW\frac{1}{4}$ $SE\frac{1}{4}$ Range 2 West. W 1/2 $NE\frac{1}{4}$ $SE\frac{1}{4}$ $SW\frac{1}{4}$ $NE\frac{1}{4}$ W 1/2 $SE\frac{1}{4}$ $NE\frac{1}{4}$ $NW\frac{1}{4}$ $NE\frac{1}{4}$ W 1/2 $NE\frac{1}{4}$ $NE\frac{1}{4}$	248	$963.63
Alfred E. Haynes	$SW\frac{1}{4}$ $NE\frac{1}{4}$ Sec 5 Tp 15 N, R2 West Pt. $NW\frac{1}{4}$ Sec. 5 Tp 15 N, R2West	80	$257.04

County Free gravel Road running East and West between Sections 5 and 6, Tp. 15 N. R. 2 W, and Sections 31 and 32 Tp. 16 N, R 2 W, and between Section 31 and 31, Tp. 16 N. R. 2 W.

Benefit $100.00
$2190.00

All of which with the plans and profile are herewith respectfully submitted and our order returned.

Geo. W. Joseph

William A. Berry

J. P. Johnson

State of Indiana)
) SS:
Hendricks County)

We the undersigned drainage commissioners swear that we have each personally examined each tract of land assessed for benefits and damages, and the whole of the work, and that said proposed drain is sufficient to provide for complete drainage of all the lands to be affected by the proposed work, and that no other lands other than those described in this report will either be benefitted or damaged by the construction of the proposed drain; that all of the statements herein set forth are true and correct, and that all of the assessments of benefits set forth herein are just, fair, and equitable to all parties concerned, as we verily believe.

Geo. W. Joseph
William A. Berry
J.P. Johnson

Subscribed and sworn to before me this 16 day of October 1917.

Ashbel P. W. Bridges

Clerk Hendricks CT. CT.

It is further ordered and adjudged by the court that the construction of said ditch and drain and all work in connection therewith or necessary to the construction thereof, as provided in said report, be and the same is hereby assigned and referred to George Joseph, one of said drainage commissioners; that he take and subscribed an oath to faithfully perform the duties required of him under the law, and that he give bond in the penal sum of $3,000.00, with surety to the approval of the court, conditioned that he will honestly and faithfully perform his duties as required by law and account for all moneys that may come into his hands as such commissioner.

And now comes the said George Joseph and accepts said appointment and takes and subscribes the oath as herein provided and files his bond in the penalty provided by this order and with John F. Stevenson as surety thereon and conditiond as heretofore in this order provided, which bond is now approved by the court and reads as follows, to-wit: (Here Insert).

And the Court , having examined the costs and expenses of the drainage commissioners, and the engineer, to whom was referred the location of said drain, as shown by the bill filed by them, and being fully advised in the premises, does allow the same as follows:

To William A. Berry, the sum of $9.00

To George W. Joseph, the sum of $9.00

To Jesse P. Johnson, the sum of $34.09

And the construction commissioner is hereby ordered and directed to pay to said persons the said sums of and from the assessments collected by him as a part of the costs and expenses of said drain.

And further proceedings herein are continued.

State of Indiana ex rel Gladys Sheckles
Vs.
Merrill Sheckles

No. 9926.

Comes the State of Indiana ex rel Gladys Sheckles by Carey W. Gaston, Prosecuting Attorney and moves the Court that an alias bench warrant be issued for the defendant herein Merrill Sheckles and the Court being fully advised and informed in the premises sustains said motion, and thereupon the Clerk issues the warrant accordingly.

New Augusta State Bank)
New Augusta, Indiana.)
)
Vs.) No. 9925.
)
Stephen Shockney)
James M. Hogan)

Come the parties by counsel, and this cause is dismissed by the plaintiff the costs having been paid.

Tuesday November 6th,1917 and the 2nd day of the November Term,1917.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo W. Brill Judge.

Wednesday Morning November 7th,1917.

Court met pursuant to adjournment

Pre. Hon. Geo. W. Brill, Judge.

The State of Indiana on Relation of National Concrete Company.
Vs.
Alonzo F. Hooten et al. — No. 9748.

Come the parties by counsel, and plaintiff files motion for a new trial, which motion is in the words and figures as follows, to-wit:(Here Insert) And the Court being fully advised and informed in the premises overrules said motion, to which ruling of the court the plaintiff objects and excepts.

The Plaintiff now prays the Court for an appeal to the Appellate Court of Indiana. Appeal granted, thirty days given to file bond in the sum of $100.00, with_____as surety, which bond is approved when filed.

Sixty days given plaintiff to file all Bill of Exceptions.

Amelia M. Jordan et al
Vs.
Eva Lewis et al. — No. 9830.

Come the parties by counsel, and the Court orders an alias summons issued to the Sheriff of Marion County for Jennie Keenan, Jessie Kennan, Daisy Keenan and William Keenan and that the same be made returnable on the 22nd day of November,1917.

And said summons is now issued accordingly.

Nora C. Winstead et al
Vs.
Jessie M. Taylor et al. — No. 9891.

Come the parties by counsel, and defendants Jessie M. Taylor and James A. Taylor file answer in General Denial, which answer is in the words and figures following,to-wit:(Here Insert) And Ruth Craven files answer admitting allegations of complaint, which answer is as follows, to-wit:(Here Insert).

And this cause called for trial is submitted to the court for trial.And

the evidence having been heard and concluded this cause is taken under advisement.

James D. Spurgin, Admitted to Bar:-

Comes now James L. Clark, a qualified practicing attorney of this Court, and moves the Court that James D. Spurgin be admitted to practice law at the bar, and the Court sustains said motion.

And comes now the said James D. Spurgin into open court and swears that he will support the Constitution of the United States and the Constitution of the State of Indiana, and that he will faithfully and honestly discharge his duties as an attorney and councellor-at-law, at the bar; so help him God.

Wednesday November 7th,1917 and the 3rd day of the November Term,1917.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo. W. Brill Judge.

Thursday November 8th,1917 and the 4th day of the November Term,1917.

Thursday Morning November 8th,1917.

Court met pursuant to adjournment

Pres. Hon. Geo. W. Brill, Judge.

The McClure Company
Vs.
Bert E. Arbuckle — No. 9849.

Come the parties by counsel, and defendant files answer in two paragraphs, which answer is in the words and figures following, to-wit:(Here Insert).

Luke W. Duffey,Guardian
Vs.
Board of Trustees of the Town of Plainfield. — No. 9877.

Comes the defendant, Board of Trustees of the Town of Plainfield in the above entitled cause and enters special appearance to the amended complaint heretofore filed in this cause, and moves the Court to strike out the same for the reason that the Court was without jurisdiction to hear and determine the original complaint and has no jurisdiction of the subject matter or persons involved in said suit.

And the argument having been heard, the Court takes this cause under advisement.

Ruby Nevitt
Vs.
Russell Nevitt — No. 9896. Judgt. Vs. Deft. for $2000.00 Alimony and Costs. J.D. 13 Page 82

Come the parties by counsel, and defendant dismisses cross-complaint heretofore filed in this cause, and this cause now called for trial the Attorney of record states in open Court that no defense is to be made by defendant. And the Court now calls Carey W. Gaston,Prosecuting Attorney of the 55th judicial Circuit, to appear and defend against said proceedings, and said Prosecuting Attorney now appearing his statory fee as provided by law is paid to him in open Court.

And this cause being at issue is submitted to the Court for trial, and the Court having heard the evidence, and being fully advised in the premises, now finds for the plaintiff and against the defendant, and that the plaintiff is legally entitled to be

fully and finally divorced from the defendant and that she should recover from the defendant the sum of $2000.00 as Alimony and that she is entitled to have her maiden name restored.

Wherefore it is now hereby ordered, adjudged and decreed by the Court, that the plaintiff be, and she is hereby, fully and finally divorced from the defendant and the bonds of matrimony heretofore existing between the plaintiff and defendant are hereby severed and annulled, and it is further adjudged by the court that the name of the plaintiff be changed to Ruby Dean, and it is further ordered that the defendant pay the plaintiff $2000.00 Alimony and the costs taxed herein are adjudged against the defendant.

All of which is now finally ordered, adjudged and decreed by the Court.

Julia A. Page, et al
Exparte-Drain.) No. 9940.

Come now the petitioners herein, and it appearing to the Court by the indorsement on the petition that the docketing thereof was fixed for the 27th day of October,1917, but that later it was discovered that certain of the persons owning real estate that would be affected by the proposed drain were non-residents of Hendricks County, Indiana, and that upon such discovery the petitioners did fix the 8th day of November,1917, as the day for the docketing of said petition.

And it further appearing to the court by the affidavits and proofs of service of notice, which are as follows, to-wit:(Here Insert), that all the persons named in said petition whose lands will be affected by the said proposed drainage have been duly served with notice of the filing of said petition and the time for the docketing the same, as provided by law in such cases.

It is therefore ordered by the court that said petition be, and the same is hereby docketed, and that the same be placed on the docket of this Court as an action and petition pending therein.

Mattie VanCleave
Vs.) No. 9941.
John VanCleave

Comes now the plaintiff and files her complaint herein for a divorce from the defendant, together with an affidavit of a disinterested person that the defendant is not a resident of the State of Indiana, and asks the Court that notice of the filing of her complaint and the time and place of the hearing of the same be given the defendant herein by publication.

And the Court being fully advised in the premises, now grants said request.

It is therefore ordered by the court that the Clerk of this court issue a Non Resident Notice to the defendant herein, John VanCleave, have the same published for three consecutive weeks in The Republican, a public weekly news-paper of general circulation throughout the county of Hendricks, and that said notice be made returnable on the first day of the January Term,1918, of this Court.

And further proceedings herein are continued.

Michael P. Greely et al
vs.) No. 9903.
Patrick Greely et al.

Comes now James L. Clark, Commissioner in this cause to sell real estate and files his financial report in words and figures following, to-wit:

"State of Indiana,Hendricks County,SS:

In the Circuit Court,November Term,1917.

Michael P. Greely et al
Vs.
Patrick Greely et al.

James L. Clark, Commissioner appointed to sell the real estate involved in the above entitled cause respectfully submits to the Honorable, the Hendricks Circuit Court, the following financial report of his doings in the premises, to-wit:

	Received	Paid Out.
Received from sale of real estate in cash in full	$4100.00	
Voucher No.		
1. L.Russell Newgent, attorneys fees as ordered		$100.00
2. James W. Nichols,attorneys fees as ordered		$100.00
3. Ashbel P.W.Bridges,Clerk,court costs,		19.60

Voucher No.	Received $4100.00	Paid out.
4.	William E. Thompson,Appraising real estate,	$ 2.00
5.	William Hart,Appraising real estate,	2.00
6.	Abstract and Title Guaranty Co. for abstract,	14.50
7.	Cleo Hunt,Executor of Will of Peter Greely,	1253.98
8.	John Greely,on distribution,	313.49
9.	Michael P. Greely,on distribution,	313.49
10.	Patrick Greely,on distribution,	313.49
11.	Margaret Greely,on distribution,	313.49
12.	Katie Greely,on distribution,	313.49
13.	Delia Greely,on distribution,	313.49
14.	Nellie Greely,on distribution,	313.49
15.	Nora O'Connell,on distribution,	313.49
16.	Commissioners charges as fixed by the Court,	100.00
Total received and paid out	$4100.00	$4100.00

Said Commissioner says that he has fully performed the conditions and obligations of his trust. That he has collected all funds from the sale of the real estate ordered sold and paid the same out as ordered and the above and foregoing financial report contains a full, true and complete exhibit of his doings and he asks that the same be approved and that he be discharged from his trust.

James L. Clark Commissioner.

Subscribed and sworn to this 8th day of November,1917.

Jas.W. Nichols N.P.

My Com. expires 3/8-1920.

And the Court having examined said report and been fully advised in the premises it is now ordered that said report and the doings of said Commissioner as shown by said report be and they are hereby in all things approved and that said Commissioner be discharged from his trust.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo.W. Bvill

Judge.

Friday Morning November 9th,1917.

Court met pursuant to adjournment.

Pres. Hon. Geo. W. Brill, Judge.

Irene Kemp et al
vs. No. 9825.
Harry W. Brown et al

Come the parties by counsel, and plaintiff files amended complaint, which amended complaint is the words and figures following, to-wit:(Here Insert) and defendant Harry W. Brown files plea in abatement which plea is in the words and figures following,to-wit:(Here Insert).

Terre Haute Heavy Hardware Company
Vs. No. 9901
S.H. Newby, whose christian name is unknown.

Come the parties by counsel, and by agreement this cause is continued.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo. W. Brill

Judge.

Saturday Morning November 10th,1917.

Court met pursuant to adjournment.

Pres. Hon. Geo. W. Brill,Judge.

SPECIAL PETIT JURORS DRAWN.

Be it remembered, That on the 10th day of November 1917, Lewis W. Borders and Mell C. Masten, the duly appointed, qualified and acting Jury Commissioners of this Court appointed at the office of the Clerk of the Hendricks Circuit Court and thereupon, as required by law the Clerk of this Court drew from the Jury Box, the names of the following persons for Special Jurors as talesmen in the case of The State of Indiana Vs. James Spencer at the November term of Circuit Court,1917.

John Shaffer	Middle Township
Horace Ballard	Guilford Township
Charles Nichols	Center Township
George Merritt	Center Township
John Hunt	Center Township
Warren S. Jones	Union Township
James Davidson	Clay Township
Jonathan Lowe	Union Township
Charles Page	Franklin Township
Steven J. Maloney	Brown Township
D. B. Ennis	Brown Township
James Coble	Franklin Township

Which said list of jurors were tabulated, signed by said Jury Commissioners and attested by the Clerk of this Court.

And thereupon the Clerk of this Court issued venire for said Jurors, commanding the Jurors of the Special Petit Jury to appear in the Hendricks Circuit Court on the ___day of the November Term,1917,thereof, to act as Jurors of said Court.

J.B.Thiery)
)
Vs.) No. 9930.
)
Heyden Phelps)

Judgt. Vs. Deft. for $80.00 and Costs

J.D. 13 Page 82.

Comes now the plaintiff by Chas. V. Sears, its attorney, and shows to the Court by the summons and the sheriff's return endorsed thereon that the defendant was duly notified of the pendency of this action for more than ten days before the 9th day of November 1917, the day fixed by endorsement on the complaint as thereturn day of said summons, which said summons and return read as follows, to-wit:(Here Insert), and shows the court also the writ of replevlin issued herein together with the sheriff's return thereon from which it app ars that said sheriff took possession of the property described therein and in the complaint herein and on the failure of said defendant to furnish to said sheriff a delivery bond with in twenty-four hours thereafter and on the plaintiff within the next twenty-four hours furnishing to said sheriff a bond as provided by law, approved by said sheriff, delivered the same to the plaintiff, which said writ and return are in words and figures as follows (Here Insert).

And the cause coming on for trial the defendant is in open court by order of the court three times loudly called but comes not but herein wholly makes default.

And now said cause is submitted to the court without the intervention of a jury for trial, judgment and decree, and the court having heard the evidence and being sufficiently advised and informed in the premises finds that the plaintiff is the owner and entitled to the immediate possession of said property described in the complaint herein, and that the allegations of plaintiffs complaint are true.

It is therefore considered and adjudged by the court that plaintiff is the owner and entitled to the possession of and that he recover of the defendant the property described in the complaint, to-wit: one Thiery Piano,No. 116010, mahogany case; one piano bench; and one plain piano scarf; that said property is of the value of Two Hundred Thirteen ($213.00) Dollars, and that defendant unlawfully detained the same from plaintiff.

It is further considered and adjudged by the court that plaintiff recover of defendant the sum of Eighty ($80.00) Dollars, as damages for the unlawful detention of said property, together with his costs and charges in this behalf, taxed in the sum of $_____.

State of Indiana)
) No. 5133.
Vs.)
William Branson)

Comes now the defendant William Branson by counsel in the above entitled cause, and files motion for appointment of an attorney to defend the defendant as a poor person, which motion is as follows, to-wit:(Here Insert).

Saturday November 10th,1917 and the 6th day of the November Term,1917.

And Court adjourned until 9 oclock A.M. Monday November 12th,1917.

Record read and signed in open Court.

Geo W Bricl Judge.

Monday Morning November 12th,1917.

Court met pursuant to adjournment.

Pres. Hon. Geo. W. Brill, Judge.

Levi Howard
vs.
The Citizens National Bank of Greencastle,Indiana et al.) No. 9858.

Come the parties by counsel, and the defendants file motion to strike out parts of complaint, which motion is in the words and figures following,to-wit:

(Here Insert).

State of Indiana
Vs.
James Spencer.) No. 5139.

Comes now the State of Indiana by Carey W. Gaston, Prosecuting Attorney and Thomas Stevenson Dep. Prosecuting Attorney and Henry Spann assisting in the prosecution of this cause and comes also the defendant James Spencer in his own proper person, who being a poor person and unable to employ counsel, James H. Lott and Walter Pritchard are appointed to defend the defendant. And the defendant asks leave to withdraw his plea of not guilty and the court being fully advised in the premises grants said leave, and plea of not guilty is withdrawn. And the defendant now being arranged pleads guilty.

And this cause now being called for trial, the Sheriff, as ordered by the Court, brings into open court the jurors of the Jury, to-wit: Claude Weekley, John Shafer, Martin Dougan, Charles Coffman, T. M. Sears, Charles Nichols, John Hunt, Stephen J. Maloney, Charles Lingerman, Horace Zimmerman, M. L. Johnson, and T.E. Francis, twelve good and lawful men householders and free-holders of Hendricks County,Indiana, and legal voters therein, who are duly and legally empaneled and sworn in open Court to well and truly try the issues joined in this cause and a true verdict give, according to law and the evidence adduced.

And the evidence and argument of counsel having been heard and concluded, the court instructs the jury in writing, and gives to the jury, of his own motion, his instructions numbered 1 and 2 both inclusive.

And after hearing the instructions of the court, the jury retires to its room in charge of a sworn bailiff to deliberate upon a verdict.

And after due deliberation said jury returns into open Court and presents

the following verdict:-

"State of Indiana
vs.) No. 5139.
James Spencer

Verdict of the Jury.

We the Jury find the defendant James Spencer guilty of murder in the first degree and fix as his punishment that he be imprisoned in the State's prison during life.

T. M. Sears Foreman.

And now the Court being fully advised in the premises renders judgment upon the foregoing verdict as follows,:

It is therefore ordered and adjudged by the Court that upon the plea of guilty of the defendant and verdict of the Jury, the court adjudges the defendant guilty of murder in the first degree and sentences him to the State's prison during life.

Monday November 12th,1917 and the 7th day of the °November term,1917.

And Court adjourned until 9 oclock A.M. to-morrow

Record read and signed in open Court.

Geo. W. Brill Judge.

Tuesday November 13th,1917 and the 8th day of the November Term,1917.

Tuesday Morning November 13th,1917.

Court met pursuant to adjournment.

Pres. Hon. Geo. W. Brill, Judge.

Thomas E. Hamrick)
)
Vs.) No. 9912.
)
Henry Backmeyer and)
Louisa C. Backmeyer, Guardian.)

Come the parties by counsel, and this cause is continued.

State of Indiana)
)
vs) No. 5133.
)
William Branson.)

Come the parties by counsel, and Otis E. Gulley is appointed to defend the defendant William Branson as a poor person. And Edgar M. Blessing and Chas. V. Sears are appointed to assist the Prosecuting Attorney in the trial of this cause.

And the defendant by his attorney Otis E. Gulley files motion and reasons for change of venue from the Judge, which motion and reasons are in the words and figures following, to-wit:(Here Insert), and the Court being fully advised in the premises sustains said motion and the Hon. John M. Rawley of the 13th Judicial Circuit Court of Indiana is appointed special Judge to try this case.

Tuesday November 13th,1917 and the 8th day of the November Term,1917.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo W. Brill

Judge.

Wednesday November 14th,1917 and the 9th day of the November Term,1917.

Wednesday Morning November 14th,1917

Court met pursuant to adjournment.

Pre. Hon. Geo. W. Brill, Judge.

Augusta Bartle
Vs.
Indianapolis Traction & Terminal Company.
No. 9868.

Come the parties by counsel, and depositions of Dr. H. L. Leanard ordered published which was taken under an agreement waiving notice and time of filing.

And this cause now being called for trial, the Sheriff as ordered by the Court, brings into open Court the jurors of the Jury, to-wit:- Martin Dougan, Otis Duncan, Chas. Lingerman, Horace Zimmerman, Fred M. Creach, T.M. Sears, Chas. Coffman, Claude Weekly, T.E.Francis, J.F.Underwood Jr., Martin L. Johnson, Leon Eaton, twelve good and lawful men householders and freeholders of Hendricks County,Indiana, and legal voters therein, who are duly and legally empaneled and sworn in open court to well and truly try the issues joined in this cause and a true verdict give according to law and the evidence adduced. And the Court orders the separation of witnesses.

And the evidence having been heard in part,is continued until 9 oclock A.M. to-morrow.

Thursday Morning November 15th,1917.

Court met pursuant to adjournment

Pres. Hon. Geo. W. Brill, Judge.

David Scherer)
)
Vs.) No. 9774
) Judgt. Vs. Plff. for Costs
Terre Haute, Indianapolis & Eastern) J.D. 13 Page 82.
Traction Company)
)

Come the parties by counsel, and this cause is dismissed by the plaintiff the costs taxed against the plaintiff.

Ordered by the Court that the Defendant Company herein recover of and from the plaintiff herein its costs and charges herein laid out and expended, taxed at $_____and_____cents.

Levi Howard)
)
vs.) No. 9858.
)
The Citizens National Bank of Greencastle,Indiana et al.)
)

Come the parties by counsel, and the defendants file verified motion for continuance, which motion is in the words and figures following,to-wit:(Here Insert), and the court being fully advised and informed in the premises grants said motion, and this cause is continued at defendants costs.

Augusta Bartle)
)
vs.) No. 9868.
) Judgt. Vs. Plff. for Costs.
Indianapolis Traction & Terminal) J.D. 13 Page 83.
Company.)
)

Come again the parties by counsel, and the Sheriff, as ordered by the Court brings into open Court the Jury heretofore empaneled for the trial of this cause.

And the balance of the evidence having been heard and concluded, the defendant tenders to the Court instructions numbered 1,2,3,4, and 5 both inclusive and requests that they and each of them be given to the Jury as a part of the instructions herein.

And the Court indicates before the argument of counsel that it will give defendants instructions No. 2 and refuse No. 1,3,4, and 5 so tendered and requested by defendant. And the plaintiff tenders to the court its instructions No. 1,2, and 3, and request that they and each of them be given to the jury as a part of the instructions in this cause.

And the Court indicates that it will give each of said plaintiffs instructions No. 1,2, and 3 so tendered.

And the argument of counsel having been heard and concluded the court instructs the jury in writing, and in writing only, and gives to the jury, instructions numbered 1,2,3,4,5,6,7,8, and 9 both inclusive, numbers 4,5, and 6 of which being the instructions No. 1,2, and 3 tendered by the plaintiff, and number 13 so given by the court being the number 2 tendered by defendant.

And the defendant objects and excepts to the giving by the court of each of said instructions except number 13. And plaintiff also objects and excepts to the giving of each of said instructions except numbers 4,5, and 6.

And the defendant also at the same time objects and excepts to the Court's refusal to give each of the instructions so tendered and refused, to-wit: No. 1,3,4, and 5 requested by the defendant.

And defendant objects and excepts to the ruling of the court in giving each of the instructinns except No. 13, and defendant also objects and excepts to the refusal of the Court to give each of the instructions tendered and requested numbered 1,3,4, and 5.

And now, the court orders all of said instructions given by the Court, together with all of the instructions tendered and requested by the plaintiff and defendant both those given and those refused with the exceptions noted thereon and taken thereto filed and made a part of the record in this cause, and which are in the words and figures following, to-wit:(Here Insert).

And after hearing the instructions of the Court, the jury retires to its room in charge of a sworn bailiff to deliberate upon a verdict.

And after due deliberation said jury returns into open Court and presents the following verdict:

"Augusta Bartle)
)
Vs) no. 9868.
)
Indianapolis Traction &)
Terminal Co.)

Verdict.

We the Jury find for the defendant.

T.M.Sears Foreman.

It is therefore considered and adjudged by the court that the plaintiff take nothing in this action and the defendant herein recover its costs and charges in this cause laid out and expended taxed at $_____and_____cents.

Thursday November 15th,1917 and the 10th day of the November Term,1917.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo. W. Brill Judge.

Friday November 16th,1917 and the 11th day of the November Term,1917.

Friday Morning November 16th,1917.

Court met pursuant to adjournment

Pres. Hon. Geo. W. Brill, Judge.

Emmett M. Smith Receiver Capital State Bank
vs.
William R. Somerville et al.) No. 9801.

Come the parties by counsel, and this cause is dismissed for want of prosecution.

Anna E.E.Edwards Administratrix of the Estate of Mont. O.Edwards, deceased.
Vs.
Vandalia Railroad Company.) No. 9806.

Come the parties by counsel, and this cause now being called for trial, the Sheriff as ordered by the Court brings into open Court the Jurors of the Jury,to-wit:- Martin Dougan, Otis Duncan, Fred M. Creach, T.M.Sears, Chas. Coffman, Claude Weekly, T.E.Francis, J.F.Underwood Jr., Martin L.Johnson, Leon Eaton, J.E.Redmond, W.W.Hadley, twelve good and lawful men householders and freeholders of Hendricks County,Indiana, and legal voters therein, who are duly and legally empaneled and sworn in open Court to well and truly try the issues joined in this cause, and a true verdict give according to law and the evidence adduced.

And the evidence having been heard in part is continued until 9 oclock A.M. to-morrow.

Otto F. Lakin Administrator with the will annexed of the Estate of Jacob E. Couch, deceased.
Vs.
Tamey Couch et al) No. 9874 Order confirming Sale of real Estate.

Comes now said Administrator and files the following verified report of the sale of certain real estate heretofore in this proceeding ordered sold, which report is in words and figures as follows,to-wit:

Otto F. Lakin Administrator with the will
annexed of the Estate of Jacob E. Couch,
deceased. No. 9874
Report of Sale of Real Estate.

Vs.

Tamey Couch, Polly Couch
Leonard Cantrell, Thomas Cantrell,
Charles Cantrell, Anderson Cantrell,
Lucy Stypher,
John Couch if living, if dead, the unknown wife or widow, heirs or devisees of the said John Couch,deceased.
Florenza Couch, Nathaniel Couch,
Mary Couch, Christian Green,
Umphrey Couch, if living, if dead, the unknown wife or widow, heirs and devisees, of the said Umphrey Couch,deceased.
Sarah Jane Phillips.
The New Winchester Cemetery Association.
The unknwon widow, heirs and devisees of Benjamin Robins,deceased.
The Unknown widow, heirs, and devisees of Simon Rammel,deceased.
Alice K. Ellington if living, if dead, the unknown husband or widower, heirs and devisees of the said Alice K. Ellington, deceased.
M.G. Parker, if living, if dead, the unknown wife or widow, husband or widower heirs, and devisees of M.G.Parker, deceased.
Michael C. Riley if living, if dead, the unknown wife or widow heirs, and devisees of the said Michael C. Riley,deceased.
The unknown widow, heirs and devisees of Job Turner, deceased.
The unknown widower, heirs and devisees of Charlotte Bronaugh,deceased.
The unknown widow, heirs and devisees of Thomas Bronaugh,deceased.
William J. Robbinson, if living, if dead, the unknown wife or widow heirs and devisees of the said William J. Robbinson,deceased.
Sarah Harper if living, if dead, the unknown husband or widower, heirs and devisees of the said Sarah Harper, deceased.
Dr. J.T. Hall, if living, if dead, the unknown wife or widow, husband or widower, heirs, and devisees of Dr. J.T.Hall, deceased.
William Iddings, if living, if dead the unknown wife or widow heirs, and devisees of the said William Iddings, deceased.
Robert Parker, if living, if dead, the unknown wife or widow, heirs and devisees of the said Robert Parker,deceased.
David Rammel, James Rammel, William Rammel, The Grand Lodge of the Independent Order of Odd Fellows of the jurisdiction of Indiana.
William P. Hankins, if living, if dead, the unknown wife or widow,heirs and devisees of the said William P. Hankins, deceased.
John Irons, if living, if dead, the unknown wife or widow, heirs, and devisees of the said John Irons, deceased.
James A. Bohannon if living, if dead, the unknown wife or widow, heirs and devisees of the said James A. Bohannon, deceased.

Polly Hankins if living, if dead, the unknown husband or widower, heirs and devisees of the said Polly Hankins, deceased.

Nancy B. Truitt, if living if dead, the unknown husband or widower, heirs and devisees of the said Nancy B. Truitt, deceased.

Lucrecia E. Lewis if living, if dead, the unknown husband or widower, heirs and devisees of the said Lucrecia E. Lewis, deceased.

Aaron Downey if living, if dead, the unknown wife or widow, heirs and devisees of the said Aaron Downey,deceased.

Mary J. Ragan, if living if dead, the unknown husband or widower, heirs and devisees of said MaryJ.Ragan,deceased.

The undersigned, Administrator with the will annexed of the estate of Jacob E. Couch, deceased, reports to the court that pursuant to the order heretofore made in this proceeding authorizing and directing the sale of the real estate therein and hereinafter described, he gave notice of the time, terms and place of such sale by the publication and posting notices thereof for the time and in the manner required by the terms of said order, and he attaches hereto and makes part of this report copies of notice, together with proof of the due posting and publication thereof as aforesaid.

That on the 2nd day of November 1917, being the time fixed for such sale and at the place and upon the terms in said notice set forth he sold said real estate in parcels to the following named persons as follows,to-wit: To Jerry G. Lisby and Sarah A. Lisby husband and wife Lot number four and thirty-six feet in width from east to west off of and across the entire east side of lot five all in Block four in the town of New Winchester, Indiana, for the sum of $500.00.

To Charles E.Pierson Lots two, three, four, five, six, seven, eight, nine, and ten in block One in the original town of New Winchester, Indiana, for the sum of $385.00.

Jefferson Marion Runion, that part of lot number Three in Block Four in the original town of New Winchester,Indiana, bounded and described as follows,to-wit: Beginning at the north west corner of said Lot three; running thence east on the north line thereof twenty feet; thence south forty-two feet; thence west twenty feet to the west line thereof and thence north on said line forty-two feet and to the place of beginning for the sum of $16.00.

All of which was sold subject to the approval of the court at private sale and all of said bids as above set forth being the highest and best bids received for said real estate, and the full appraised value thereof.

Said purchasers all complied with the terms of such sale by paying to this Administrator in cash the full purchase price as above set forth, and he now brings into court the cash payment the full cash proceeds of said sale and he now asks the said sale and his acts as herein reported may be approved and confirmed.

Otto F. Lakin Administrator with the Will annexed of the estate of
Jacob E. Couch, deceased.

Subscribed and sworn to before me this 14th day of November,1917.

(Seal) John C. Taylor Notary Public
My Com. expires June 20th,1920.

together with proofs of the posting and publication of notice of such sale as follows:

(Here Insert).

And the Court having examined the same and being sufficiently advised, finds that said Administrator, after giving notice of the time,terms and place of sale as required by the order of this Court authorizing the same, sold the real estate in his report and former order of this Court described at private sale to Jerry A. Lisby and Sarah A. Lisby husband and wife for the sum of $500.00, to Charles E. Pierson for the sum of $385.00, and to Jefferson Marion Runion for the sum of $16.00, as shown by said report, they being the highest and best bidders therefor, and the full appraised value thereof.

The Court further finds that said purchasers have fully complied with the terms of said sale by paying the full purchase price therefor to this Administrator.

And the Court being satisfied that in the interests of said estate said sale ought to be approved, now in all things ratifies and confirms the same, together with the acts of said administrator as by him reported. And said Administrator is now ordered to execute his deed conveying said real estate so sold to the several purchasers thereof; which said deeds are now reported by said administrator,and, being examined, are approved by the court in open Court and his written approval thereon endorsed in words and figures as follows, to-wit:(Here Insert). And now said deeds are ordered to be delivered by said administrator to the several purchasers as evidence of their title.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo. W. V. Bond Judge.

Saturday Morning November 17th,1917.

Court met pursuant to adjournment

Pres. Hon. Geo. W. Brill,Judge.

State of Indiana)
Vs.) No. 5139 Costs for trial of cause on change of Venue.
James Spencer)

State of Indiana, Hendricks County, SS:

I, Geo. W. Brill, Judge of the 55th Judicial Circuit of Indiana, and Judge of the Hendricks Circuit Court of ssid State, in which the above and foregoing case was tried, adjudicated and disposed of, having this day examined the foregoing account in favor of the County of Hendricks and against the County of Marion in said State, and having heard record and other evidence touching the same, and being advised as to the law in reference thereto;

It is by me ordered and adjudged that said account is in all things correct, and the amount thereof, to-wit: One Hundred Thirty-four Dollars and Thirty-eight Cents, in the case of State of Indiana Vs. James Spencer is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against said County of Marion in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher and authority for so doing.

Geo. W. Brill

Judge 55th Judicial Circuit of

Indiana.

Anna E.E.Edwards Administratrix of the)
Estate of Mont O. Edwards, deceased)
Vs.) No. 9806.
Vandalia Railroad Company)

Come again the parties by counsel, and the Sheriff, as ordered by the Court brings again into open Court the Jury heretofore empaneled for the trial of this cause.

And the balance of the evidence having been heard and concluded, at the conclusion of the evidence and before the argument of counsel, the plaintiff requests the court to instruct the jury in writing, and in writing only, and tenders and requests instructions Number 1,2,3,4,5, and 6 both

inclusive, as follows to-wit:(Here Insert).

And the Court indicates it will give each of said instructions.

And the defendant at the same time tenders to the court its instructions No. 1,2,3, 4,5,6,7 and 8 both inclusive and requests that they and each of them be given to the jury as a part of the instructions in this cause, which are as follows, to-wit:(Here Insert). And the Court indicates that it will give instructions No. 1,2,3,4,5, and 6 both inclusive so tendered by defendant, and will refuse instructions No. 3,7, and 8 tendered by the defendant.

And the argument of counsel having been heard and concluded the court instructs the jury in writing, and in writing only, and gives to the jury, instructions No. 1,2,3,4,5, 6,7,8,9,10,11,12,13,14,15,16,17,18,19,& 20 both inclusive, numbers 4,7,8,6,15, & 18 of which being the instructions No. 1,2,3,4,5, and 6 tendered and requested by the plaintiff, and No. 17,16,12,14, and 11 being No. 1,2,4,5, and 6 of the instructions requested by the defendant.

And the defendant objects and excepts to the court's refusal to give instructions so tendered and refused, to-wit: No. 3,7, & 8 requested by the defendant.

And the remaining instructions of said twenty were given by the Court of its own motion.

And the plaintiff at the time excepts to the giving of each of said instructions given by the Court No. 1,2,3,5,9,11,12,13,14,16,17,19, and 20.

And the defendant at the same time objects and excepts to each of the instructions given by the Court No. 1,2,3,4,5,6,7,8,9,10,13,15,18,19, and 20.

And now the Court orders all of said instructions given by the court , together with all of the instructions tendered and requested by the plaintiff and defendant both those given and those refused with the respective exceptions thereto filed and made a part of the record in this cause, and which are in the words and figures following,to-wit: (Here Insert).

And after hearing the instructions of the court the jury retires to its room in charge of a sworn bailiff to deliberate upon a verdict.

And after due deliberation said jury returns into open Court and presents the following verdict:

"Anna E.E.Edwards Administratrix of the)
Estate of Mont O. Edwards deceased.)
) No. 9806.
Vs.)
)
Vandalia Railroad Company.)

Verdict.

We the Jury find for the plaintiff and assess her damages at $17,500.00.

T.M.Sears Foreman.

And the plaintiff moves the Court for judgment on the verdict.

And Court adjourned until 9 oclock A.M. Monday November 19th,1917.

Record read and signed in open Court.

Geo. W. Brill

Judge.

Monday Morning November 19th,1917.

Court met pursuant to adjournment

Pres. Hon. Geo. W. Brill, Judge.

State of Indiana)
Vs.) No. 5133.
William Branson.)

Comes now the said John M. Rawley into open Court and by agreement of the parties accepts his said appointment as such Special Judge, and files his written appointment and oath as such herein, which are in the words and figures following,to-wit:(Here Insert).

SPECIAL VENIRE DRAWN

Be it Remembered, That on the 19th day of November 1917, Lewis W. Borders and Mell C. Masten, the duly appointed, qualified and acting Jury Commissioners of this Court appointed at the office of the Clerk of the Hendricks Circuit Court, and thereupon, as required by law the Clerk of this Court drew from the Jury Box the names of the following persons for Special Jurors as talesmen in the case of The State of Indiana Vs. William Branson at the November Term of Circuit Court,1917.

Geo. M. Thompson	Union Township
Ward Henderson	Lincoln Township
John Masten	Clay Township
Allen Campbell	Clay Township
Jesse McEntyre	Marion Township
Chas. Kennedy	Marion Township
Walter Moon	Guilford Township
Loyd W. Hendrickson	Middle Township
Galileo Peacock	Guilford Township
Chas. P. Duncan	Liberty Township
John Adams	Lincoln Tonwship
Harry Bailey	Union Township

Which said list of Jurors were tabulated, signed by said Jury Commissioners and attested by the Clerk of this Court.

And thereupon the Clerk of this Court issued venire for said Jurors, commanding the Jurors of the Special Jury to appear in the Hendricks Circuit Court on the _____day of November Term,1917 thereof, to act as Jurors of said Court.

Monday November 19th,1917 and the 13th day of the November Term,1917.

Thomas Welsh)
)
Vs.) No. 9946.
)
John Smithey et al)

Comes now the plaintiff by Jas. W. Nichols his attorney and shows to the Court his complaint and affidavit of Non-residence of defendants therein named, this day filed, which complaint and affidavit are in the words and figures following,to-wit:(Here Insert), and on motion, the court now orders the Clerk to give notice to the said defendants by publication in the Brownsburg Record returnable on January 15th,1918.

And said cause is continued.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo. W. Brill

Judge.

Tuesday November 20th,1917 and the 14th day of the november Term,1917.

Tuesday Morning November 20th,1917.

Court met pursuant to adjournment

Pres. Hon. Geo. W. Brill, Judge.

PRESENT HON. JOHN M. RAWLEY SPECIAL JUDGE

State of Indiana)
)
vs,) No. 5133.
)
William Branson)

Comes now the State of Indiana by Carey W. Gaston, Prosecuting Attorney and also Chas. V. Sears and E.M. Blessing, assisting in the prosecution of this cause, and comes also the defendant William Branson in his own proper person and by his attorney O.E. Gulley, and this cause now being called for trial, the Sheriff, as ordered by the Court brings in to open Court the Jurors of the Jury to-wit: Martin Dougan, Horace Ballard, T.E.Francis, Horace Zimmerman, Chas. Lingerman, Warren S. Jones, James Davidson, Chas. Page, Stephen J. Maloney, John Masten, Allen Campbell, and Chas. P. Duncan, twelve good and lawful men householders and freeholders of Hendricks County,Indiana and legal voters therein, who are duly and legally empaneled and sworn in open Court to well and truly try the issues joined in this cause and a true verdict give according to law and the evidance adduced.

And the statement of prosecution having been given and the evidence having been heard in part, this cause is continued until 9 oclock A.M. to-morrow.

Record read and signed in open Court. Special Judge.

Nina Madison Davee et al)
)
Vs.) No. 9579. Commissioner's Financial Report.
)
Julia Rote et al)

Comes now William H. Shields, Commissioner in the above entitled cause and files herein his verified financial report as such Commissioner, which report is in the words and figures as follows, to-wit:

"State of Indiana)
) SS; In the Hendricks Circuit Court, November Term,1917.
Hendricks County)

Nina Madison Davee, Charles E. Davee, her husband;)
Anson Madison, Louisa Madison,his wife;)
William Madison, Linnie M.Madison,his wife;)
William A. Cutshall,Mary F. Cutshall,his wife;)
Rosa B. Wheeler, Nereus S. Wheeler,her husband;) No. 9579.
Myrtle E. Jerrell,William Jerrell,her husband;)
Minnie E. Haines, Calvin O. Haines,her husband;)
Myrtle Prather, Wesley A. Prather,her husband;)
VS.)
Julia Rote, James Rote,her husband;)
Elvin Madison Rote,Dora Bell Rote, Charles Rote;)
Rosa Jane Rote, George A. Rote.)

The undersigned, Commissioner appointed to sell the real estate ordered sold in the foregoing entitled cause, would respectfully report to the Court, as follows;

That he is chargeable with amount of sale,	$5625.00
Interest received,	270.00
Total Charges,	$5895.00

I claim credits as follows:

1.	Ashbel P.W.Bridges, Clerk,costs,	$ 49.31
2.	Albert C. Pearson, Cofer & Dougan	200.00
3.	John W. Patterson Tr. Taxes	77.15
4.	H.E.Hathaway & Son,Printing and Sale Bills,	12.25
5.	John A. Flynn,Recorder,Recording mortgage,	1.00
	John A. Flynn,Recorder, Recording mortgage,	.20
	I claim for my services, and expenses	51.50
	Total Credits,	$391.41

RECAPITULATION.

Total charges,	$5895.00
Total credits,	391.41
Balance,	$5503.59

Which said Balance should be distributed as follows:

To Nina Madison Davee,	$1100.71
To John A. Miller,Admr.est.of James Borders,decd.	1100.71
To Anson Madison,	550.36
To William Madison,	550.35
To William Cutshell	220.14
To Rosa B. Wheeler,	220.14
To Myrtle E. Jerrell,	220.14
To Minnie E. Haines,	220.15
To Myrtle J. Prather,	220.15
To Elvin Madison Rote,	220.14
To Dora Bell Rote,	220.15
To Charles Rote,	220.14
To Rosa Jane Rote,	220.15
To George A. Rote,	220.15

This Commissioner would further show that since the institution of this proceedings and the sale and report of the real estate James Borders has departed this life and that one John A. Miller has been appointed administrator of his estate, as shown by a duly certified copy of letters of Administration filed herewith and that he has paid to the said Administrator the portion due the said James Borders and files his receipt herewith; that he files the receipts of all of the parties for their respective share except those of:

1.	Nina Madison Davee,	$1100.71
2.	William A. Cutshall	220.14
3.	Rosa B. Wheeler,	220.14
4.	Myrtle E. Jerrell,	220.14
5.	Minnie E. Haines,	220.15
6.	Myrtle J. Prather,	220.15
7.	Charles Rote,	220.15

And these respective shares he has paid to the Clerk of this Court for distribution to the said parties and has attached to this report the said Clerk's receipt therefore.

Danville,Indiana, November 19th,1917.

Received of William H. Shields,Commissioner herein,the sum of $2421.58,the shares of the last above named parties,for distribution to them as above set

out.

Ashbel P.W.Bridges.
Clerk.

Wherefore this Commissioner prays the court to approve this his financial report and that the Clerk of this court be ordered and directed to pay to the parties herein last mentioned the share due them, and each of them or to their duly appointed attorney, and that he be fully and finally discharged from his bond and trust herein.

William H. Shields

Willaim H. Shields, being first duly sworn upon his oath, says that the foregoing report is a full true and complete report and statement of all funds coming into his hands in said cause of action as such commissioner and as to what was done with the said funds, and further saith not.

William H. Shields

Subscribed and sworn to before me this the 19th day of November,A.D.1917.

(Seal) Zimri E. Dougan Notary Public.
My Com. exp. July 8th,1921.

And the Court having inspected said report and being fully advised in the premises now in all things approves and confirms the same and endorses his approval thereon as follows, "Examined and approved this 20th day of Nov. 1917, Geo. W. Brill,Judge Hendricks Circuit Court".

And this cause is adjudged finally disposed of.

And the Clerk of this Court is directed to pay out in distributive shares the sum of $2421.58 heretofore paid into Court for distribution, as follows,to-wit:

1.	Nina Madison Davee,	$1100.71 Pd. $1000.00 assigned to Guthrie Thompson Co.
2.	William A. Cutshall,	220.14 Pd.
3.	Rosa B. Wheeler,	220.14 Pd.
4.	Myrtle E. Jerrell,	220.14 Pd.
5.	Minnie E. Haines,	220.15 Pd.
6.	Myrtle J. Prather,	220.15 Pd.
7.	Charles Rote,	220.15 Pd.

Receipts.

Rec'd 11/27, 1917 of Bridges, clerk $100.71 my full share herein Nina Madison Davee

1. Rec'd 11/23, 1917. $1000.00 my share assigned to Guthrie Thompson Co. Per Guthrie-Thompson Co. by F.T. Reed Secy. Nina Madison Davee

2. Rec'd 11/26, 1917 of Bridges clerk $220.14 my full share herein William A Cutshall by C.O. Haines

3. Rec'd 11/26, 1917 of Bridges clerk $220.14 my full share herein Rosa B. Wheeler by C.O. Haines

4. Rec'd 11/26, 1917 of Bridges, clerk $220.14 my full share herein Myrtle E Jerrell by C.O. Haines

5. Rec'd 11/26, 1917 of Bridges clerk $220.15 my full share herein Minnie E Haines by C.O. Haines

6. Rec'd 11/26, 1917 of Bridges, clerk $220.15 my full share herein Myrtle J. Prather by C.O. Haines

7. Rec'd 1/24, 1918 of Bridges. clerk $220.15 my full share Charles Rote by Z.E. Dougan, Atty.

Monday November 20th,1917 and the 14th day of the November Term,1917.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo W Brill Judge

Tuesday November 21st,1917 and the 15th day of the November Term,1917.

Tuesday Morning November 21st,1917.

Court met pursuant to adjournment

Pres. Hon. Geo. W. Brill, Judge.

PRESENT HON. JOHN M. RAWLEY SPECIAL JUDGE

State of Indiana)
)
Vs.) No. 5133.
)
William Branson)

Come again the State of Indiana by Carey W. Gaston Prosecuting Attorney and also Chas. V. Sears and E.M.Blessing assisting in the prosecution of this cause and comes also the defendant William Branson in his own proper person and by his Attorney Otis E. Gulley and the evidence having been heard in part,this cause is continued to 9 oclock A.M. to-morrow.

Record read and signed in open Court. Special Judge.

Wednesday November 21st,1917 and the 15th day of the November Term,1917.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo. W. Brill Judge.

Thursday November 22nd,1917 and the 16th day of the November Term,1917.

Thursday Morning November 22nd,1917.

Court met pursuant to adjournment

Pres. Hon. Geo. W. Brill,Judge.

Edward Schmidt et al)
)
Vs) No. 9486
)
Aetna Trust & Savings Co. et al)

Come the parties by counsel, and the defendant herein the Aetna Trust & Savings Company file motion to strike out and reject part of plaintiffs amended complaint, which motion is in the words and figures following,to-wit:(Here Insert).

PRESENT HON. JOHN M. RAWLEY SPECIAL JUDGE.

State of Indiana)
)
Vs.) No. 5133.
)
William Branson)

Comes again the State of Indiana by Carey W. Gaston,Prosecuting Attorney and also Chas. V. Sears and E.M.Blessing assisting in the prosecution of this cause, and comes also the defendant William Branson in his own proper person and by his attorney Otis E. Gulley and the evidence having been heard in part this cause is continued to 9 oclock A.M. to-morrow.

Record read and signed in open Court. Special Judge.

Thursday November 22nd,1917 and the 16th day of the November Term,1917.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo. W. Brill

Judge

Friday November 23rd,1917 and the 17th day of the November Term,1917.

Friday Morning November 23rd,1917.

Court met pursuant to adjournment

Pres. Hon. Geo. W. Brill, Judge

PRESENT HON. JOHN M. RAWLEY SPECIAL JUDGE

State of Indiana)
)
Vs.) No. 5133
)
William Branson)

Comes again the State of Indiana by Carey W. Gaston, Prosecuting Attorney and also Chas. V. Sears and E.M.Blessing assisting in the prosecution of this cause, and comes also the defendant William Branson in his own proper person and by his attorney Otis E. Gulley, and the evidence having been heard and concluded the argument of counsel is begun and continued to 9 oclock A.M. to-morrow.

Record read and signed in open Court Special Judge.

State of Indiana)
)
Vs.) No. 5140
)
Arthur McCarthy and)
Irene McCarthy)

Comes the State of Indiana by Carey W. Gaston, Prosecuting Attorney and moves the Court that a bench warrant be issued for the defendants herein Arthur McCarthy and Irene McCarthy.

And the Court being fully advised and informed in the premises sustains said motion And thereupon the Clerk issues the warrant accordingly. And the Court fixes the bond of the defendants herein Arthur McCarthy and Irene McCarthy in the sum of $1000.00 each.

Amelia M. Jordan,
Etta J. Clark,
Margaret Darnell,
Russell Darnell,
Carey E. Kirk,
William E. Jordan,
Samuel P. Jordan, and
Vietta J. Cook,

No. 9830. Quiet Title

Vs.

Eva Lewis, Mary E. Huddleston, Nettie Selch, Judgt. VS. Plff. for Costs
Jennie Keenan, Jessie Keenan, Daisy Keenan, William J.D. 13, Page 83.
Keenan, Shelby Keenan, Russell Keenan, Charles Keenan,
Nancy M. Matlock, if living, if dead, the unknown widower, heirs devisees, legatees, administrators, executors and legal representatives of NaNcy M. Matlock, deceased, Eliza A. Franklin, if living, if dead, the unknown widower, heirs, devisees, legatees, administrators, executors, and legal representatives of Eliza A. Franklin, deceased, Ella Keenan, if living, if dead, the unknown widower, heirs, devisees, legatees, adminstrators executors and legal representatives of Ella Keenan, deceased, John B. Condiff, if living, if dead, the unkhown widow, heirs, devisees, legatees, administrators, executors and legal representatives of John B. Condiff, deceased, Elias Leach, if living, if dead, the unknown widow, heirs, devisees, degatees, administrators, executors, and legal representatives of Elias Leach, deceased, Daniel H, Thompson, if living, if dead, the unknown widow, heirs, devisees, legatees, administrators executors and legal representatives of Daniel H. Thompson, deceased, John A. Condiff, if living, if dead, the unknown widow, heirs, devisees, legatees, administrators, executors and legal representatives of John A. Condiff, deceased, Ella Todd, if living, if dead, the unknown widower, heirs, devisees, legatees, administrators, executors and legal representatives of Ella Todd, deceased, John Buergelin, if living, if dead, the unknown widow, heirs devesees, legatees, administrators, executors, and legal representatives of John Buergelin, deceased Charles Buergelin, if living, if dead, the unknown widow, heirs devisees, legatees, administrators executors, and legal representatives of Charles Buergelin, deceased, William Buergelin, if living, if dead, the unknown widow, heirs, devisees, legatees, administrators, executore and legal representatives of William Buergelin, deceased.

Come now the plaintiffs by Enloe and Goff, their attorneys, and show to the court by the return of the Sheriff of Hendricks County endorsed on the summons issued in this cause to the defendant Eva Lewis that said defendant was duly served with summons of the pendency of this cause of action by reading to and within the hearing of said defendant on the 14th day of June,1917, commanding her to be and appear in the Hendricks Circuit Court on the 25th day of June,1917, and which summons and the return of the sheriff endorsed thereon are in words and figures as follows,to-wit: (Here Insert) And it further appearing by the return of the sheriff of Marion County,Indiana, endorsed on the summons issued in said cause to the defendants Jennie Keenan, Jessie Keenan, and Daisy Keenan, that said defendants last named were duly served with summons of the pendency of this cause of action on the 7th day of November 1917, and which summons commanding said defendants to be and appear in the Hendricks Circuit Court on the 22nd day of November,1917, and which summons and the return of the sheriff endorsed thereon is in words and figures as follows,to-wit:(Here Insert)

And now the infancy of the defendants Jennie Keenan, Jessie Keenan and Daisy Keenan is suggested to the court and the court now appoints Edgar M. Blessing, an attorney at this bar in active practice as Guardian Ad Litem for said infant defendants, and said Edgar M. Blessing now accepts said

appointment and now files answer for said defendants, which said answer is as follows, to-wit:(Here Insert)

And it further appearing to the court that the defendants Nancy M. Matlock,if living, if dead, the unknown widower, heirs, devisees, legatees, administrators, executors and legal representatives of Nancy M. Matlock,deceased,

Eliza A. Franklin, if living, if dead, the unknown widower, heirs, devisees , legatees administrators, executors and legal representatives of Eliza A. Franklin,deceased,

Ella Keenan, if living, if dead, the unknown widower, heirs, devisees,legatees, executors and legal representatives of Ella Keenan,deceased,

John B. Condiff, if living, if dead, the unknown widow, heirs, devisees, legatees, administrators, executors, and legal representatives of John B. Condiff,deceased,

Elias Leach, if living, if dead, the unknown widow, heirs, devisees, legatees, administrators, executors, and legal representatives of Elias Leach,deceased,

Daniel H. Thompson, if living, if dead, the unknown widow, heirs, devisees, legatees, administrators, executors, and legal representatives of Daniel H. Thompson,deceased,

John A. Condiff, if living, if dead, the unknown widow, devisees, legatees, administrators, executors, and legal representatives of John A. Condiff, deceased, were each duly served with notice of the pendency of this cause of action by publication in the Hendricks County Republican, a public weekly newspaper of general circulation, printed and published in Hendricks County,Indiana, the for three weeks successively, the first of which publication was on the third day of May,1917, and the last on the 17th day of May, 1917, and which said notice and the affidavit of Julian D. Hogate attached thereto are in the words and figures as follows, to-wit:(Here Insert)

And it further appearing to the Court by the affidavit of Julian D. Hogate,that the defendants Ella Todd,if living, if dead, the unknown widower, heirs,devisees, legatees, administrators,executors and legal representatives of Ella Todd,deceased,

John Buergelin, if living, if dead, the unknown widow, heirs, devisees, legatees, administrators, executors, and legal representatives of John Buergelin,deceased,

Charles Buergelin, if living, if dead, the unknown widow, heirs, devisees, legatees, administrators, executors and legal representatives of Charles Buergelin deceased,

William Buergelin, if living, if dead, the unknown widow, heirs, devisees, legatees, administrators, executors, and personal representatives of William Buergelin,deceased,

Shelby Keenan, Russell Keenan, and Charles Keenan were each duly served with notice of the pendency of this cause of action by publication in the Hendricks County Republican, a public weekly newspaper of general circulation, printed and published in Hendricks County,Indiana, for three weeks successively, the first of which publications was on the 13th day of September 1917, and the last on the 27th day of September 1917, and which said notice to said defendants last above named and the affidavit of Julian D. Hogate attached thereto are in the words and figures as follows, to-wit:(Here Insert)

And comes now the defendant Mary E. Huddleston and files her separate answer herein disclaiming any interest in the real estate described in the plaintiffs complaint herein which said answer is in the words and figures following,towit:(Here Insert)

And comes now the defendant Nettie Selch and files her separate answer herein disclaiming any interest in the real estate described in the plaintiffs complaint herein, which said answer is in the words and figures following,to-wit:(Here Insert)

And now the defendants Eva Lewis, Nancy M.Matlock, if living, if dead, the unknown widower, heirs, devisees, legatees, administrators, executors and legal representatives of Nancy M. Matlock, deceased,

Eliza A. Franklin, if living, if dead, the unknown widower, heirs, devisees, legatees, administrators, executors and legal representatives of Eliza A. Franklin,deceased,

Ella Keenan, if living, if dead, the unknown widower, heirs, devisees,legatees, administrators, executors and legal representatives of Ella Keenan,deceased,

John B. Condiff, if living, if dead, the unknown ,widow, heirs, devisees, legatees, administrators, executors, and legal representatives of John B. Condiff, deceased,

Elias Leach, if living, if dead, the unknown widow, heirs, devisees, legatees, administrators, executors and legal representatives of Elias Leach,deceased,

Daniel H. Thompson, if living, if dead, the unknown widow, heirs, devisees, legatees, administrators, executors and legal representatives of Daniel H. Thompson, deceased,

John A Condiff, if living, if dead, the unknown widow, heirs, devisees, legatees, administrators, executors, and legal representatives of John A. Condiff, deceased,

Ella Todd, if living, if dead, the unknown widower, heirs, devisees,legatees administrators, executors, and legal representatives of Ella Todd,deceased,

John Buergelin, if living, if dead, the unknown widow, heirs, devisees, legatees, administrators, executors and legal representatives of John Buergelin,deceased,

Charles Buergelin, if living, if dead, the unknown widow heirs, devisees, legatees, administrators, executors and legal representatives of Charles Buergelin, deceased,

William Buergelin, if living, if dead, the unknown widow, heirs, devisees, legatees, administrators, executors, and legal representatives of William Buergelin, deceased, and Shelby Keenan, Russell Kennan and Charles Keenan,

failing to appear in said cause are each and all now three times loudly called by the sheriff in open court and come not, but herein wholly make default.

And now upon the issue formed by the complaint herein and the answers of the defendants Marry E. Huddleston and Nettie Selch and Jennie Keenan, Jessie Keenan and Daisy Keenan,by Edgar M. Blessing their Guardian Ad Litem and the default of the defendants as afore said, this cause is submitted to the Court for trial, finding, judgment and decree without the intervention of the jury.

And the Court having heard the evidence and being fully informed and advised in the premises does find that all of the mayerial allegations of the plaintiffs complaint herein are true; that the plaintiffs, Amelia M. Jordan, Etta J. Clark, Margaret Darnell, Russell Darnell, Carey E. Kirk, William E. Jordan, Samuel P. Jordan and Vietta J. Cook, are the owners as tenants in common of the following described real estate situate in Hendricks County and State of Indiana, to-wit: A part of the North East quarter of Section 1, township 16 North of Range 1 west bounded and described as follows, to-wit Beginnign at a point which is found as follows: Beginning at the North West corner of said quarter and running thence East 31 rods and 17,1/2 links to a stone; thence South 14 chains and 34.7 links; thence South 87 degrees East 19 rods and 3 links to the point of this discription: Thence South 87 degrees East 83 rods and 9 links to a stone; thence North 8 degrees East 16 rods and 7 feet to a stone; thence South 72,1/2 degrees East 5 rods and 11,1/2 feet to a stone, thence North 7,1/2 degrees East 19 rods, four feet and ten inches to a stone; thence North 74 degrees west 45 rods and five feet to a stone;

thence South 19 degrees west 8 rods and 8,3/4 feet to a stone; thence West 48 rods and 10.1/2 feet to a stone; thence South 34 rods and 11 links to the place of beginning; also Lot number 3 and the east half of the Lot number 5 in Block number 4 in the original town of Pittsboro, Hendricks County, State of Indiana; that said defendants nor any of them have any interest in or title to said real estate; that the claim of said defendants and each of them to said real estate is unfounded and without right and a cloud upon the plaintiffs' title to said real estate, and that the plaintiffs are entitled to have their title to said real estate quieted as against the claim of said defendants and each of them. The Court further finds that since the bringing of this action the defendant William Keenan has departed this life leaving as his sole and only heirs at law the defendants Jennie Keenan, Jessie Keenan, Daisy Keenan, Shelby Keenan, Russell Keenan and Charles Keenan.

It is therefore ordered, adjudged and decreed by the court that the plaintiffs, Amelia M. Jordan, Etta J. Clark, Margaret Darnell, Russell Darnell, Carey E. Kirk William E. Jordan, Samuel P. Jordan and Vietta J. Cook, are the owners as tenants in common of the following described real estate situate in Hendricks County and State of Indiana, to-wit: A part of the North East quarter of Section 1, Township 16, North of Range 1 west bounded and described as follows, to-wit: Beginning at a point which is found as follows,: Beginning at the North West corner of said quarter and running thence East 31 rods and 17,1/2 links to a stone; thence South 14 chains and 34.7 links; thence South 87 degrees East 19 rods and 3 links to the point of this description: Thence South 87 degrees East 83 rods and 9 links to a stone; thence North 8 degrees East 16 rods and seven feet to a stone; thence South 72,1/2 degrees East 5 rods and 11,1/2 feet to a stone; thence North 7,1/2 degrees East 19 rods, four feet and ten inches to a stone; thence North 74 degrees west 45 rods and 5 feet to a stone; thence South 19 degrees west 8 rods and 8,3/4 feet to a stone; thence west 48 rods and 10,1/2 feet to a stone; thence South 34 rods and 11 links to the place of beginning; also Lot number 3 and the east half of Lot number 5 in Block No. 4 in the original town of Pittsboro, Hendricks County,State of Indiana; that the title to said real estate be and the same is hereby quieted and forever set at rest as against the claim of the defendants, Mary E. Huddleston, Nettie Selch, Eva Lewis, Jennie Keenan, Jessie Keenan, Daisy Keenan, Shelby Keenan, Russell Kennan, Charles Keenan,

Nancy M. Matlock,if living, if dead, the unknown widower, heirs, devisees ,legatees, administrators, executors, and legal representatives of Nancy M. Matlock,deceased,

Eliza A. Franklin, if living, if dead, the unknown widower, heirs, devisees, legatees, administrators, executors and legal representatives of Eliza A. Franklin,deceased,

Ella Keenan, if living, if dead, the unknown widower, heirs, devisees,legatees, administrators, executors and legal representatives of Ella Keenan,deceased,

John B. Condiff, if living, if dead, the unknown widow, heirs, devisees, legatees, administrators, executors and legal representatives of John B. Condiff,deceased,

Elias Leach, if living, if dead, the unknown widow, heirs, devisees, legatees, administrators, executors and legal representatives of Elias Leach,deceased,

Daniel H. Thompson, if living, if dead, the unknown widow, heirs, devisees,legatees, devisees, administrators, executors and legal representatives of Daniel H. Thompson, deceased,

John A. Condiff if living, if dead, the unknown widow, heirs, devisees, legatees, administrators, executors and legal representatives of John A. Condiff,deceased,

Ella Todd, if living, if dead, the unknown widower heirs, devisees, legatees, administrators, executors and legal representatives of Ella Todd,deceased,

John Buergelin, if living, if dead the unknown widow, heirs, devisees, legatees, administrators, executors and legal representatives of John Buergelin,deceased,

Charles Buergelin, if living, if dead, the unknown widow, heirs, devisees, legatees, administrators, executors and legal representatives of Charles Buergelin, deceased,

William Buergelin, if living, if dead, the unknown widow, heirs, devisees, legatees, administrators,executors, and legal representatives of William Buergelin, deceased, and either of them.

It is further ordered,adjudged and decreed by the Court that the plaintiffs pay the cost of this action, herein taxed at $_____Dollars and _____Cents,

All of which is finally ordered adjudged and decreed by the Court.

And Court adjourned until 9 oclock A.M. to-morrow. November 24th,1917.

Record read and signed in open Court.

Geo. W. Bell

Judge.

Saturday November 24th,1917 and the 18th day of the November Term,1917.

Saturday Morning November 24th,1917.

Court met pursuant to adjournment

Pres. Hon. Geo. W. Brill, Judge.

PRESENT HON. JOHN M. RAWLEY SPECIAL JUDGE

State of Indiana)
)
Vs.) No. 5133
)
William Branson)

Comes again the State of Indiana by Carey W. Gaston, Prosecuting Attorney and comes also Chas. V. Sears and E.M.Blessing, assisting in the prosecution of this cause, and comes also the defendant William Branson in his own proper person and by his attorney Otis E. Gulley.

And the evidence and argument of counsel having been heard and concluded, the Court instructs the jury in writing, and in writing only, and gives to the jury, of his own motion his instructions numbered 1 to 35 both inclusive.

And after hearing the instructions of the Court, the jury retires to its room in charge of a sworn bailiff to deliberate upon a verdict.

And after due deliberation said jury returns into open Court and presents the following verdict:-

"State of Indiana)
)
Vs.) No. 5133.
)
William Branson)

Verdict Of The Jury.

We the jury find the defendant not guilty.

James Davidson Foreman.

It is therefore considered and adjudged by the Court that the defendant be discharged and allowed to go hence without day.

Record read and signed in open Court

Special Judge.

State of Indiana)
)
Vs.) No. 5140
)
Arthur McCarthy and)
Irene McCarthy)

Comes now the State of Indiana by Carey W. Gaston, Prosecuting Attorney, and comes also the defendant into open Court in his own proper person who says his real name is Alfred McMurry, and upon being arrainged for plea says he is not guilty.

Saturday November 24th,1917 and the 18th day of the November Term,1917.

Laura Tinder)
)
VS.) No. 9846. Judgt. Vs. Defts for Costs
) J.D. 13 Page 13.
Laura B. Foster)
Charles E. Foster.)

Comes now the plaintiff by Cofer & Dougan, her attorneys, and it appearing to the satisfaction of the court from the summons and the return of the sheriff endorsed thereon, which said summons and return are as follows, to-wit:(Here Insert), that the defendants, and each of them, have been duly notified of the pendency of this action for more than ten days before the second day of the present term of this court. And the said defendants, failing at appear herein and answer the complaint of the plaintiff, are now three times loudly called in open court but come not and herein wholly make default.

And now this case coming on for trial, finding and judgment upon plaintiff's duly verified complaint, and the default of the said defendants, is submitted to the court for trial, finding and judgment without the intervention of a jury. And the Court, having heard the evidence and being fully advised in the premises, finds for the plaintiff, that the allegations of her complaint are true, and that she is the owner, and entitled to the possession, of the property described in her complaint.

It is therefore, considered and adjudged by the court that the plaintiff recover of and from the defendants the property described in her complaint, to-wit: One bushel of timothy seed; and five bushels of clover seed; that said property is of the value of $80.00, and that the claim of the defendant thereto is without right and unfounded.

It is further ordered by the court that the plaintiff recover of and from the defendants herein her costs and charges laid out and expended and taxed at_____dollars and_____cents.

All of which is now finally ordered and adjudged by the court.

Ella D. Hays)
Pearl Cooksey)
)
Vs.)
)
David D. Thomson,)
Chester Thomson,)
Glen Thomson,) No. 9907.
Eli D. Gill,)
Ressie Gill Davis,)
May Gill,)
Arthur A. Gill,)
Blin Gill,)
Vera Aldman,)
Anna Dooley,)
Amos Thomson,)
Ida Page.)

Come now the plaintiffs herein in the above entitled cause of action, by and through their attorneys of record, Hume & Gaston, and come also the following named defendants, to-wit: David D. Thomson,Chester Thomson, Glen Thomson, May Gill, Arthur A. Gill, Blin Gill, Vera Aldman, Anna Dooley, Amos Thomson, and Ida Page, by and through their attorney Otis E. Gulley, and present and file their answer, waiving summons and service thereof and consenting to the sale of the real estate, which answer is in the following words and figures, to-wit:(Here Insert), and now it appearing to the court that the non-resident defendants, to-wit: Eli D. Gill and Ressie Gill Davis, have each been notified of the filing and pendency of this action by publication of notice for three successive weeks in the "Republican", a weekly newspaper of general circulation throughout Hendricks County,Indiana, printed and published in the town of Danville, in said county and state, the first of which publications was on the 27th day of September 1917, and the third and last of which publications was on the 11th day of October 1917, as the same is shown by the affidavit of Julian D. Hogate, Owner and Publisher of said Republican, and the copy of notice attached thereto, which affidavit and copy of notice are in the following words and figures,to-wit:(Here Insert), and it further appearing that more than thirty days have elapsed since the date of the last publication of said notice and now this cause coming on for trial said non-resident defendants, to-wit: Eli D. Gill and Ressie Gill Davis, are each three times loudly called in open court, but come not and wholly make default herein and now this cause is submitted to the court, without the intervention of a jury, for trial,finding,judgment and decree, and the court having heard the evidence adduced and being fully advised and informed in the premises, doth find generally for the plaintiffs that the allegations of their complaint are true.

The court finds that the plaintiffs and defendants are the owners in fee simple as tenants in common of the real estate described in plaintiffs' complaint herein. That the plaintiffs and the defendant, David D. Thomson, are each the owner of an undivided one sixth interest in value of said real estate that the defendants, Chester Thomson, Glen Thomson, Amos Thomson and Ida Page,

are each the owner of an undivided one twelvth interest in value of said real estate; that the defendants, Eli D. Gill, Ressie Gill Davis, May Gill, Arthur A. Gill, Blin Gill, Vera Aldman and Anna Dooley, are each the owner of an undivided one forty second interest in value of said real estate.

The Court finds that said real estate is not susceptible of partition and that the interests of the several parties cannot be set off to them in severalty without damage to the owners and their several interests therein. The Court further finds that the probable value of said real estate is Seven Hundred Dollars.

It is therefore ordered,adjudged and decreed by the court that said real estate, in Hendricks County,Indiana, and described as follows,to-wit: Beginning at a point 320 feet south of the Southeast corner of lot number 7 in block number 5 in Duckworth's Addition to the Town of North Salem,Indiana, and running thence West 270 feet; thence South 60 feet thence East 270 feet; thence North 60 feet to the place of beginning, all in the Southeast quaretr of the Northwest quarter of Section 4, Township 16 North,Range 2 west, be and the same is hereby ordered sold for cash in hand. It is further ordered that said described real estate be appraised by two disinterested free holders of the county and in all things as by law provided. It is further ordered that said sale be made of said real estate at private sale after notice given thereof for three weeks in the Danville Gazette and by posting like notices thereof in five public places in the vicinity in which said real estate is located. It is ordered that said real estate be sold for not less than its full appraised value, and Harry Durham is hereby appointed by the court as commissioner to sell said real estate. And said Harry Durham is hereby ordered to give bond to the court's approval in a penal sum not less than double the appraised value of said real estate.

It is further ordered by the court that upon the sale of said real estate and upon the payment by the purchaser of the full amount of the purchase price to said commissioner that he execute to said purchaser a deed therefor as evidence of his title; that said deed shall before delivery be submitted to the court for its approval and endorsement.

It is further ordered by the court that from the proceeds of such sale of said real estate the said commissioner shall first pay the costs of this action, including the commissioner's fees and charges and a reasonable fee for plaintiffs' attorneys, and that the balance be paid to the parties to this action, or into the hands of the Clerk of this Court for distribution, in proportion equal to their several interests in the said real estate as hereinbefore found by the court.

And said commissioner is hereby directed and ordered to make a full report to the court of his doings herein, and this cause is continued.

Saturday November 24th,1917 and the 18th day of the November Term,1917.

And Court adjourned until 9 oclock A.M. Monday November 26th,1917.

Record read and signed in open Court.

Geo.W.Brill Judge.

Monday November 26th,1917 and the 19th day of the November Term,1917.

Monday Morning November 26th,1917.

Court met pursuant to adjournment

Pres. Hon. Geo. W. Brill, Judge.

The McClure Company)
)
VS.) No. 9849. Judgt. Vs, Deft for $80.00 and Costs
) J.D. 13 Page 89.
Bert E. Arbuckle)

Come the parties by counsel, and plaintiff files reply to second paragraph of answer which reply is in the words and figures as follows, to-wit:(Here Insert)

And this cause being at issue is called for trial, and the sheriff, as ordered by the court brings into open Court the jurors of the jury,to-wit:- Otis Duncan, Horace Zimmerman, Martin L. Johnson, T.E.Francis, Claude Weekly, John F. Underwood, Jr., Martin Dougan, Chas. Coffman, T.M.Sears, Frad M. Creach, twelve good and lawful men householders and freeholders of Hendricks County,Indiana, and legal voters therein, who are duly and legally empannelled and sworn in open Court to well and truly try the issues joined in this cause and a true verdict give according to law and the evidence adduced.

And the evidence and argument of counsel having been heard and concluded, the court instructs the jury in writing, and in writing only, and gives to the jury of his own motion instructions numbered 1,2,3,4,5, and 6 both inclusive, to which the plaintiff and defendant each at the time separately object and except.

And now the Court orders all of said intructions given by the Court, together with all the exceptions thereto filed and made a part of the record in this cause, and which are in the words and figures following, to-wit:(Here Insert)

And after hearing the instructions of the Court the jury retires to its room in charge of a sworn bailiff to deliberate upon a verdict.

And after due deliberation said jury returns into open Court and presents the following verdict:-

The McClure Company)
)
Vs.) No. 9849.
)
Bert E. Arbuckle)

Verdict of the Jury.

We the jury find for the plaintiff and assess the amount of its damages at $80.00

T.M.Sears Foreman.

And now the Court being fully advised in the premises renders judgment upon the foregoing verdict as follows:

It is therefore ordered and adjudged by the court that the plaintiff recover of and from the defendant herein the sum of $80.00, together with its costs and charges in this behalf, taxed at $_____and_____cents.

State of Indiana)
)
Vs.) no. 5140
)
Arthur McCarthy and)
Irene McCarthy)

Comes again the State of Indiana by Carey W. Gaston, Prosecuting Attorney; and comes also the defendant Alfred McMurry in his own proper person, and asks leave of the Court to withdraw his plea of not guilty and the Court being fully advised grants said leave upon the granting of which the defendant pleads guilty as charged.

And the Court being fully advised and informed in the premises finds that the defendant is 23 years of age, and that defendant is guilty of the crime charged,namely: Horse stealing.

It is by the Court, therefore, ordered and adjudged that the said defendant, for the offence by him committed, be imprisoned in the Indiana Reformatory for a period of not less than 3 years nor more than 15 years, and be disfranchised and rendered incapable of holding any office of trust or profit for a term of 5 years.

And the defendant Irene McCarthy being present in court says that her true name is Irene McDaniel and she desires to plead by that name, and now Irene McDaniel, being arrainged in open court for plea says that she is guilty as charged.

And the Court now takes this cause under advisement.

Jessie P. McCoun)
)
Vs.) No. 9906
)
Sylvanis D. Shipman et al)

Come the parties by counsel, and by agreement, this cause is continued.

Willaim Burk)
)
Vs.) No. 9909.
)
The Pittsburg,Cincinnati,Chicago)
& St. Louis Railway Company.)

Come the parties by counsel, and by agreement this cause is continued.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo W Bull Judge.

Tuesday Morning November 27th,1917, and the 20th

Court met pursuant to adjournment

Pres. Hon. Geo. W. Brill, Judge.

Augusta Bartle)
)
Vs.)
) No. 9868. Costs for trial of cause on change of Venue.
Indianapolis Traction)
and Terminal Company)

State of Indiana, Hendricks County, SS:

I, Geo. W. Brill, Judge of the 55th, Judicial Circuit of Indiana, and Judge of the Hendricks Circuit Court of said State, in which the above and foregoing case was triedm adjudicated and disposed of having this day examined the foregoing account in favor the County of Hendricks and against the County of Marion in said State, and having heard record and other evidence touching the sane, and being advised as to the law in reference thereto;

It is by me ordered and adjudged that said account is in all things correctm and the amount thereof, to wit: Eighty- three Dollars and Fifty Cents, in the case of Augusta Bartle vs. Indpl's Traction Ter. Co. is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against said County of Marion in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher and authority for so doing.

Geo. W. Brill Judge 55th Judicial Circuit of Indiana.

Nora C. Winsted, William H. Winsted,
Earle O. Craven, Lula M. Craven,
Emerson F. Craven, Katherine Craven,

Vs. No. 9891.

Jessie M. Taylor, James A. Taylor,
Ruth CRaven.

Come now again the parties herein, and the court, being sufficiently advised in the premises, finds:

That the plaintiff, Nora C. Winsted, is the owner in fee simple of an undivided one-sixth of the real estate described in the complaint;

That plaintiff, Earle O. Craven, is the owner in fee simple of an-undivided one- sixth of the real estate described in the complaint;

That plaintiff, Emerson F. Craven, is the owner in fee simple of an undivided one-sixth of the real estate described in the complaint;

That defendant, Jessie M. Taylor, is the owner in fee simple of an undivided one-sixth of the real estate described in the complaint;

That defendant, Ruth Craven is the owner in fee simple of an undivided two-sixths of the real estate described in the complaint.

The court further finds that plaintiff, William H. Winsted, is the husband of plaintiff, Nora C. Winsted; that plaintiff, Lula M. Craven, is the wife of plaintiff, Earle O. Craven; that plaintiff, Katherine Craven, is the wife of plaintiff, Emerson F. Craven; and that defendant, James A. Taylor, is the husband of defendant, Jessie M. Taylor; that said named parties have no interest in and to the real estate described in the the complaint except by such relationship. The court further finds that the defendant, Ruth Craven, is the surviving widow of Francis M. Craven, deceased, the decedent mentioned in the complaint from whom the parties herein in interest inherited the real estate in said complaint described.

The court further finds that in the lifetime of the said Francis M. Craven, the intestate mentioned in the complaint, the said Francis M. Craven advanced to his son, John T. Craven father of the defendant, Jessie M. Taylor, property of the value of $1400.00, and that the interest of the said defendant, Jessie M. Taylor, is to be charged with the said sum of $1400.00

The court further finds that the real estate is not susceptible of partition, and that the interests of the several parties cannot be set off to them in severalty without damage to the owners, and that the said real estate should be sold and the proceeds derived therefrom divided among the several owners according to their respective interests.

The court further finds that the said real estate is of the probable value of $8,000.00.

It is therefore considered and adjudged by the court that said real estate, to wit:

The West Half of the Northeast quarter of Section 13, Township 14 North, Range I West, containing 80 acres, ~~more acres,~~ more or less, and located in Hendricks County, Indiana, be appraised as provided by law, and be sold at private sale for not less than the full appraised value thereof for one-third cash and the other two-thirds in one year from the date of sale; the purchaser securing said deferred payment by note at six per cent. interest from date, providing for attorney's fees, waiving relief from valuation and appraisement laws, and secured by mortgage upon the real estate sold.

It is further ordered by the court that Joseph W. Ferree be, and he is hereby appointed, commissioner to make sale of said real estate and that he give bond in the sum of $12,000.00, with surety to the approval of the court; that the said commissioner give notice of the time, place, and terms of said sale by the posting of written or

printed notices thereof in at least five public places in Hendricks County, Indiana, three of which shall be so posted in Liberty Township, the township in which said real estate is located, and by publication thereof in some weekly news-paper of general circulation throughout the county of Hendricks, State of Indiana, for at least Four Weeks prior to the date of such sale.

It is further ordered by the court that from the proceeds of said sale the costs of this action be first paid, and that the balance be paid to the parties to this action in proportion equal to their several interests in said real estate, taking into account the said advancement as heretofore set out, and that said commissioner make a full and detailed report of his doings herein to this court.

And now comes the said Joseph W. Ferree and accepts said trust and files his bond herein in the penalty provided and with James W. Smith and Zimri E. Dougan as surety thereon, which said bond is now approved by the court, and his said approval indorsed therson, all being in the words and figures as follows, to wit: (Here Insert).

And further proceedings herein are continued.

Julia A. Page et al)
) No. 9940.
Exparte-Drain)

Come the parties and Lewis W. Borders et al file their remontrance in this cause which is in the words and figures following, to-wit:(Here Insert).

Ambrose M. Eubank)
)
Vs.) No. 9847
)
The Indianapolis Traction &)
Terminal Company)

Come the parties by counsel and defendant files motion for physical examination of plaintiff, and the Court being fully advised and informed in the premises sustains said motion. Dr. C.A.White and Dr. Louis W. Armstrong are appointed to make same and report to this court before the trial.

Irene Kemp et al)
)
Vs) No. 9825
)
Harry W.Brown et al)

Come the parties in person and by counsel, and defendant files answer in three paragraphs, as follows, to-wit:(Here Insert). And leave is granted the defendant by the Court, to verify answer in abatement. And plaintiff moves to strike out plea in abatement. And the Court being fully advised and informed in the premises overrules said motion,to which ruling of the court the plaintiff objects and excepts. And plaintiff files demurrer to plea in abatement, which demurrer is as follows, to-wit: (Here Insert).And the Court being fully advised and informed in the premises overrules said demurrer, to which ruling of the Court the plaintiff objects and excepts.

And plaintiff's answer to plea in abatement in General Denial and plea in abatement is withdrawn under agreement, which agreement is as follows, to-wit:

It is proposed in this case to withdraw the plea in abatement by the agreement of counsel for both the plaintiff and defendant with the understanding and further agreement that the matter in abatement shall be treated as a matter in bar and if established by the evidence in the case shall be held to be a good answer in bar and a complete defense to this action in bar of the same. Which proposal is now accepted and agreed to in open court by both the counsel for the plaintiff and the counsel for the defendant.

And plaintiff files reply to second and third paragraphs of answer as follows, to-wit:(Here Insert).

And this cause being at issue is called for trial, and the Sheriff as ordered by the court brings into open court the jurors of the jury, to-wit: Otis Duncan, George Doty, Chas. Lingeman, Horace Zimmerman, Martin L. Johnson, Thos. E. Francis, Fred M. Creach, T.M. Sears, Chas. Coffman, George Walker, John F. Underwood, and Charles Ayers twelve good and lawful men householders and freeholders of Hendricks County,Indiana, and legal voters therein, who are duly and legally empaneled and sworn in open Court to well and truly try the issues joined in this cause and a true verdict give according to law and the evidence adduced,

And the evidence having been heard and at the conclusion of the evidence defendant files motion asking the court to peremptory instruct the jury to return a verdict for the defendant. And the Court being fully advised and informed in the premises overrules said motion, to which ruling of the court the defendant objects and excepts.

And the argument of counsel having been heard in part, this cause is continued to 9 oclock A.M. to-morrow.

Tuesday November 27th,1917 and the 20th day of the November Term,1917.

And Court adjourned until 9 oclock A.M. To-morrow.

Record read and signed in open Court.

Geo W Brill Judge.

Wednesday November 28th,1917 and the 21st day of the November Term,1917.

Wednesday Morning November 28th,1917.

Court met pursuant to adjournment

Pres. Hon. Geo. W. Brill, Judge.

Ethel C. Eggers, by her next friend her husband,_____Eggers

VS.

Oliver W. Merritt et al

Come the parties by counsel, and the defendants Oliver Merritt, Orian S. Merritt, Nora E. Ragan and Orian S. Merritt,Executor, file their answer and cross-complaint, which answer and cross complaint are in the words and figures following, to-wit:(Here Insert).

William Y. Turner)
)
Vs.) No. 9833.
)
Everson Prebster et al.)

Come the parties by counsel, and by agreement this cause is continued.

Irene Kemp)
Willie May Kemp)
)
Vs.) No. 9825 Judgt. Vs. Plff. for costs.
) J.D. 13 Page 84.
)
Harry W. Brown.)

Come again the parties in person and by counsel, and the Sheriff as ordered by the Court brings again into open Court the jury heretofore empaneled for the trial of this cause.

And the evidence and argument of counsel having been heard and concluded the Court instructs the jury in writing, and in writing only, and gives to the jury of his own motion instructions No. 1,2,3,4,5,6,7,8,9,10, and 11 both inclusive.

And after hearing the instructions of the jury retires to its room in charge of a sworn bailiff to deliberate upon a verdict.

And after due deliberation said jury returns into open Court and presents the following verdict:-

"State of Indiana)
) SS:
Hendricks County,)

In the Hendricks Circuit Court,

November Term,1917.

Wednesday November 28th,1917 and the 21st day of the November Term,1917.

Irene Kemp)
Willie May Kemp)
)
VS.) No. _____
)
Harry W. Brown)

Verdict Of The Jury.

We the Jury find for the defendant.

T.M. Sears Foreman.

And now the Court being fully advised in the premises renders judgment upon the foregoing verdict as follows:

It is therefore ordered and adjudged by the court that the Defendant recover of and from the plaintiff herein his costs and charges laid out and expended taxed at $_____and_____cents.

Ambrose M. Eubank)
)
Vs.) No. 9847 Judgt. Vs. Deft. for Costs
) J.D. 13 Page 85.
The Indianapolis Traction &)
Terminal Company)

Come the parties by counsel, and by agreement this cause is dismissed,the costs taxed against the defendant.

Ordered by the Court that the plaintiff recover of and from the defendant herein his costs and charges herein laid out and expended, taxed at $_____and _____cents.

And Court adjourned until 9 oclock A.M. Friday November 30th,1917.

Record read and signed in open Court.

Geo W. Bell Judge.

Thursday November 29th,1917 and the 22nd day of the November Term,1917

THANKSGIVING DAY.

THANKSGIVING DAY.

Friday Morning November 30th,1917.

Court met pursuant to adjournment

Pres. Hon. Geo. W. Brill, Judge.

Henry R. Howell)
)
Vs.) No. 9908.
)
Henry Howell and George W. Scearce, Guardian)

Come the parties in person and by counsel, and defendants file answer in two paragraphs which answer is in the words and figures following, to-wit (Here Insert) And plaintiff files reply to the second paragraph of defendant answer, which reply is in the words and figures following, to-wit:(Here Insert).

And this cause being at issue is called for trial and the sheriff, as ordered by the court brings into open Court the jurors of the jury, to-wit:- Fred M. Creach, Chas. Coffman, J.M.Dawson, Martin Dougan, J.F.Underwood, Claude Weekly, T.E.Francis, Chas. Sacre, John A. Crosby, Howard Little, Otis Duncan, and Chas. Lingeman, twelve good and lawful men householders and freeholders of Hendricks County,Indiana and legal voters therein, who are duly and legally empaneled and sworn in open Court to well and truly try the issues joined in this cause and a true verdict give according to law and the evidence adduced.

And the evidence having been heard in part, this cause is continued to 9 oclock A.M. to-morrow.

George R. Harvey,Administrator)
Estate of George C. Harvey,)
deceased.)
) NO. 9827. Judgt. Vs. Deft. for $50.00
VS.) and Costs.
) J.D. 13 Page 84.
Lawrence Buis)

Come the parties by counsel and by agreement judgment is rendered against the defendant for $50.00 and costs.

It is therefore considered and adjudged by the Court that the plaintiff herein recover of and from the defendant herein his costs and charges laid out and expended taxed at $50.00 and ____cents.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo W Brill

Judge.

Saturday Morning December 1st,1917.

Court met pursuant to adjournment

State of Indiana)
Vs.) No. 5141. Pres. Hon. Geo. W. Brill, Judge.
James Lynch) Judgt. Vs. Deft for costs. J.D. 13 Page 84.

Comes the State of Indiana by Carey W. Gaston, Prosecuting Attorney, and moves the Court that a bench warrant be issued for the defendant herein James Lynch. And the Court being fully advised and informed in the premises sustains said motion. And thereupon the Clerk issues the warrant accordingly. And the Court fixes the bond of the defendant herein James Lynch in the sum of $1500.00.

And the defendant herein James Lynch being present in court in his own proper person, who being arrainged on the affidavit in this cause for plea says he is guilty as charged, namely: Horse Stealing.

And the court being fully advised and informed in the premises finds that the defendant James Lynch is guilty of the crime charged and that his true age is 18 years.

It is therefore considered and adjudged by the court that the defendant James Lynch be confined in the Indiana Reformatory for a period not less than 3 years nor more than 15 years,and pay the costs of this proceeding, and that he be disfranchised for 5 years, as the penalty for Horse Stealing.

Henry R. Howell)
)
Vs.) No. 9908.
)
Henry Howell and George W.)
Scearce, Guardian)

Come again the parties in person and by counsel, and the Sheriff as ordered by the court brings again into open court the jury heretofore empaneled for the trial of this cause, and the evidence having been heard in part is continued to 9 oclock A.M.Monday December 3rd,1917.

Plainfield Building & Loan Association)
)
Vs.) No. 9943.
)
Temple Mendenhall,)
Calvin Newlin)
)

Come the parties by counsel, and Attorneys Doan & Mathews file appearance for defendant Temple Mendenhall, and defendant Calvin Newlin files answer of suretyship which answer is in the words and figures following,to-wit:

(Here Insert).

Grace E. Carter)
)
vs.) No. 8467
)
Charles B. Carter)

Comes now Grace E. Carter by counsel and files herein her verified motion, which motion is in the words and figures following, to-wit:(Here Insert), asking that citation be issued requiring defendant to show cause why he should not be punished for contempt of court in failing to comply with the order heretofore made in this cause, and the Court being fully advised and informed in the premises sustains said motion, and orders the Clerk to issue a citation requiring Charles B. Carter to appear in this Court on the 14th day of December, 1917, to show cause if any he may have, why he should not be dealt with and punished as for contempt of Court.

And Court adjourned until 9 oclock A.M. Monday December 3,1917

Record read and signed in open Court.

Geo W Brill

Judge.

Monday Morning December 3rd,1917.

Court met pursuant to adjournment

Pres. Hon. Geo. W. Brill, Judge.

APPOINTMENT OF JURY COMMISSIONERS:-

Comes now George W. Brill, Judge of the Hendricks Circuit Court, and appoints John C Taylor and James W. Gentry, well known to be of opposite political parties and of good character for intelligence, morality and integrity, one of whom lives in the Town of Danville, Hendricks County,Indiana, where the terms of Court shall be held,Jury Commissioners for said Hendricks Circuit Court for the calender year, 1918.

And now said Jury Commissioners come into open Court and are duly sworn by the Clerk of said Court, and take the following oath, to-wit:

"You and each of you do solemnly swear that you will honestly and without favor or prejudice, perform the duties of Jury Commissioners during your term of office; that in selecting persons to be drawn as jurors you will select none but persons whom you believe to be of good repute for intelligence and integrity; that you will select none whom you have been or may have been requested to select, and that in all your selections you will endeavor to promote only the impartial administration of justice; so help you God."

And thereupon the court instructs said Jury Commissioners as to their duties.

Henry R. Howell)
)
vs.) No. 9908.
)
Henry Howell and Geo. W. Scearce, Guardian.)

Come again the parties in person and by counsel, and the Sheriff, as ordered by the Court brings again into open court the jury heretofore empaneled for the trial of this cause

And the evidence and argument of counsel having been heard and concluded the court intructs the jury in writing, and in writing only, and gives to the jury, of his own motion instructions No. 1,2,3,4,5,6,7, and 8 both inclusive, to the giving of which the plaintiff and each of the defendants at the time separately object and except.

And now the court orders all of said instructions given by the court, together with all the respective objections and exceptions thereto filed and made a part of the record in this cause, and which are in the words and figures following, to-wit:(Here Insert)

And after hearing the instructions of the court the jury retires to its room in charge of a sworn bailiff to deliberate upon a verdict.

And after due deliberation said jury returns into open Court and presents the following verdict:-

Monday December 3rd,1917 and the 25th day of the November Term,1917.

State of Indiana

Hendricks County,SS:

In the Hendricks Circuit Court

November Term,1917

Henry R. Howell)
)
Vs.)
)
Henry Howell and)
George W. Scearce,Guardian of) No. 9908.
Henry Howell.)

Verdict Of The Jury.

We the Jury find for the plaintiff and assess the amount of his recovery at $1500.00

T.E.Francis Foreman.

Maud Waddell)
)
VS.)
) No. 9921.
Walker A. Constant)
Millie Constant)

Come the parties by counsel and rule to answer is made absolute by December 8th,1917.

Monday December 3rd,1917 and the 25th day of the November Term,1917.

John R. Bryan et al)
)
VS.) No. 9094.
)
James Bryan et al.)

Comes now the Commissioner in the above entitled cause and files his bond in said cause which is approved by the court said bond and the approval thereon being in the words and figures as follows, to-wit:(Here Insert) and now said commissioner files his appraisement of the real estate heretofore in this proceeding ordered sold which appraisement is approved by the court, said appraisement and the approval thereon being in the words and figures as follows, to-wit:(Here Insert)

And now said commissioner files his verified report of the sale of said real estate which report is in the words and figures as follows, to-wit:(Here Insert) and the court having seen and inspected the same and being fully advised in the premises finds that the commissioner sold said real estate at private sale without notice and that the same was sold to Henry E. Warmoth for the sum of $300.00, that being the full appraised value thereof, and that the purchase price has been paid to this commissioner in cash and that said report of said commissioner should be approved and that he should be ordered to execute and deliver his deed to said purchaser.

It is therefore ordered and adjudged that the report of the commissioner be and the same is hereby approved and the commissioner is hereby ordered to execute and deliver his said deed to said purchaser.

And now the said commissioner tenders his deed to the court which after examination by the court is approved by the court and his approval indorsed thereon in the following words, "Examined and approved in open Court this 3rd day of December 1917." and said deed is now delivered to the purchaser and this cause is continued for a financial report.

Monday December 3rd,1917 and the 25th day of the November Term,1917

Monday December 3rd,1917 and the 25th day of the November Term,1917.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo W Bell Judge

Tuesday Morning December 4th,1917

Court met pursuant to adjournment

Pres. Hon. Geo. W. Brill, Judge.

Frank E. Ransdell)
)
Vs.)
) No. 9869.
Indianapolis Traction & Terminal)
Company)

Come the parties in person and by counsel and defendant by leave of Court withdraws answer in general denial, and defendant files answer, which answer is in the words and figures following, to-wit:(Here Insert).

And this cause is at issue.

Zimri E. Dougan Administrator)
Estate of Mary A. Jones,deceased)
)
Vs.) No. 9916.
)
Allen E. Jones)

Come the parties by counsel, and by agreement this cause is continued.

John T. Higgins)
)
Vs.) No. 9902.
)
Archie A. Figg)

Comes the plaintiff John T. Higgins in person and by his attorneys Hays & Murphy and Otis E. Gulley, and comes also the defendant Archie A. Figg in person and by his attorneys Solon A. Enloe and Edgar M. Blessing and the issues being joined this cause is now submitted to the court for trial, and the Court calls a jury to determine certain questions of fact which are submitted.

And the Sheriff as ordered by the court brings into open Court the jurors of the jury to-wit: Otis Duncan, Howard Little, Chas. Lingeman, Horace Zimmerman, Martin L. Johnson, T.E.Francis, Claude Weekly, Chas. Sanders, Martin Dougan, Chas, Coffman, T.M.Sears, Glen McClain, twelve good and lawful men householders and free holders of Hendricks County,Indiana, and legal voters therein who are duly and legally empaneled and sworn in open Court to determine the facts submitted to them according to the evidence and the law governing the same as given by the court.

And the evidence having been heard in part this cause is continued to 9 oclock A.M. to-morrow.

Abram Hackleman)
)
Vs.) No. 9929.
)
Pleasant A. Hackleman)

Come the parties by counsel and defendant is ruled to answer peremptorily by December 10th,1917.

Zimri E. Dougan, Administrator)
Estate of Mary A. Jones, deceased.)
)
Vs.) No. 9917.
)
Thomas B. Jones.)

Comes the parties by counsel, and by agreement this cause is continued.

Tuesday December 4th,1917 and the 26th day of the November Term,1917.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo W Brill Judge.

Wednesday December 5th,1917 and the 27th day of the November Term,1917.

Wednesday Morning December 5th,1917.

Court met pursuant to adjournment

Pres. Hon. George W. Brill, Judge.

Ella D. Hays et al)
)
VS.) No. 9907.
)
David D. Thomson et al.)

Comes now Harry Durham and presents to the court his bond as commissioner in the above entitled cause of action in the penal sum of $1300.00 with George E. Wendling and David L. Tucker as sureties thereon, which bond is now approved by the court and is in the following words and figures, to-wit:(Here Insert).

And now said Harry Durham, commissioner, presents and files an inventory and appraisement of the real estate in the above entitled cause, which appraisement is approved by the court and is in the following words and figures, to-wit:(Here Insert)

And now said matter is continued.

John T. Higgins)
)
Vs.) No. 9902.
)
Archie A. Figg)

Come again the parties in person and by counsel, and the Sheriff as ordered by the Court brings again into open Court the jury heretofore empaneled for the trial of this cause.

And the evidence having been heard in part this cause is continued to 9 oclock A.M. to-morrow.

Frank E. Ransdell)
)
Vs.) No. 9869.
)
Indianapolis Traction &)
Terminal Company.)

Come the parties in person and by counsel and defendant by leave of the Court files second paragraph of answer in settlement which answer is in the words and figures following, to-wit:(Here Insert)

Wednesday December 5th,1917 and the 27th day of the November Term,1917.

Dec 5th 1917. We the duly qualified Voters and Freeholders of Lincoln Tp. do hereby petition your Honorable Body to grant us a Road commencing at the North East corner of the South East quarter of the South East quarter of Section 6 Township 15 North Range 1 East and running thence North on the East line of said Section 6 to the North East corner of the South East quarter of the South East quarter of said Section 6 thence West on the North line of said forty acres to the North West corner of said forty acres thence North on the East line of the West half of the North East quarter of Section 6 Township 15 North Range 1 East to the North East corner of the West half of the North East quarter of said Section 6 thence West on the North line of said Section 6 to the North West corner of said Section 6 thence North on the East line of Section 1 Township 15 North Range 1 West to the North East corner of the South East quarter of Section 1 Township 15 North Range 1 West thence West on the North line of said 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Thursday Morning December 6th,1917

Court met pursuant to adjournment

Pres. Hon. Geo. W. Brill, Judge

John T. Higgins)
)
Vs.) No. 9902.
)
Archie A. Figg)

Come again the parties in person and by counsel, and the Sheriff as ordered by the Court brings again into open Court the Jury heretofore empaneled for the trial of this cause.

And the evidence having been heard in part this cause is continued to 9 oclock. A.M. to-morrow.

Maud Waddell)
)
Vs.) No. 9921
)
Walker A. Constant)
Millie Constant)

Come the parties in person and by counsel and defendants file answer, which answer is in the words and figures following, to-wit:(Here Insert)

And this cause is at issue.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo W Brill Judge.

Friday Morning December 7th,1917

Court met pursuant to adjournment

Pres. Hon. Geo. W. Brill, Judge.

State of Indiana)
)
Vs,) No. 5122.
)
Joe Pierson)

Comes the State of Indiana, by Carey W. Gaston, Prosecuting Attorney, and files motion to Nollie Prosse this cause, which motion is in the words and figures following, to-wit:(Here Insert).

And the Court being fully advised and informed in the premises sustains said motion and said cause is nollied and defendant is discharged from his bond and allowed to go hence without day.

It is therefore considered and adjudged by the Court that the defendant be discharged and allowed to go hence without day.

John T. Higgans)
)
Vs.) No. 9902
)
Archie A. Figg)

Come again the parties in person and by counsel, and the Sheriff as ordered by the court brings again into open Court the jury heretofore empaneled for the trial of this cause, and the evidence having been heard and concluded the argument of counsel is heard in part and continued to 9 oclock A.M. to-morrow.

Harrison L. Wright,Addie May Green)
Charles Green, Clara B. Miller) Petition of Maynard W. Miller,aminor
Claude Miller) For Clerk to pay Funds in his hands
) TO said Minor Direct.
Vs.)
)
Maynard W. Miller,Edmund E. Wright)

Comes now Maynard W. Miller, defendant in the above entitled cause, and would respectfully show to the court that he is a minor under the age of twenty-one years. That there has been paid to the Clerk of this Court, by Joseph B. Fleece Commissioner, in the above entitled cause, for the use and benefit of this petitioner the sum of Fifty-six and 27/100 dollars ($56.27). That your petitioner is not under guardianship. That the above sum of money is not sufficient to warrant this court in appointing a guardian for this petitioner. That your petitioner is now attending school, and that said money will be a

benefit to him, in helping him to gain an education.

WHEREFORE, your petitioner asks an order of this court directing the Clerk of the Hendricks Circuit Court, to pay said money direct to your petitioner, and that Mr. Zimri E. Dougan Esq. be authorized to give his receipt to said Clerk for said money.

RESPECTFULLY SUBMITTED,

Maynard W. Miller

Subscribed and sworn to before me this 23rd day of November,1917.

(Seal) Wm. H. Faust Notary Public.
My Commission expires April 29th,1919.

Examined and Clerk ordered to pay Zim E. Dougan Attorney and Agent for petitioner, this 7th day of December,1917.

Geo. W. Brill, Judge.

Harrison L. Wright et al)
) No. 9696. Commissioner's Financial Report.
Vs.)
)
Maynard W. Miller et al)

Comes now Joseph B. Fleece, Commissioner in the above entitled cause and files herein his verified financial report as such Commissioner which report is in the words and figures as follows, to-wit:

"State of Indiana, Hendricks County, SS:

In the Hendricks Circuit Court, September Term,1917.

Harrison L. Wright, Addie May Green,
Charles Green, Clara B. Miller,
Claude Miller,

Vs.

Maynard W. Miller, Edmund E. Wright.

Comes now Joseph B. Fleece, the commissioner in the foregoing entitled cause to sell the real estate ordered sold in said cause, and reports to the court as follows, viz:

That he is charged with sum for which said real estate was sold, to-wit: the sum of $300.00.

That he is entitled to credits for sums by him paid out as follows:

1. Ashbel P.W.Bridges, Clerk, costs, $15.40;
2. John W. Patterson, Treasurer, Taxes, $15.83,
3. Lehman & Faust,Cofer & Dougan, Attorneys, $40.00;

I claim for my services, as commissioner, $25.00
Total Paid out, $96.23

RECAPITULATION.
Total charges, $300.00

Total credits, $ 96.23
Balance, $203.77

This commissioner would further report to the court that the life estate of plaintiff, Harrison L. Wright, was appraised at the sum of $35.00; that he has paid to the said Harrison L. Wright said sum and files his receipt therefor herewith; that the balance of the funds remaining in his hands he has distributed according to the order and judgment of this court, heretofore made and entered, as follows, to-wit:

TO Addie May Green, an undivided two-ninths, or $37.50;

To Clara B. Miller,an undivided two-ninths, or $37.50

To Edmund E. Wright,an undivided two-ninths, or $37.50

To Maynard W. Miller,an undivided one-third, or $56.27

The said Maynard W. Miller, being a minor under the age of twenty-one years his distributive share thereof has been paid to the Clerk of this court, as shown by his recepit hereto attached.

This Commissioner further reports that he files herewith receipts for all sums by him paid out.

Wherefore he asks the court to approve this his financial report and that he be finally discharged from his bond and trust herein.

Joseph B. Fleece Commissioner.

State of Indiana
Hendricks County SS:

Joseph B. Fleece, being duly sworn upon his oath, says that the foregoing report contains a full and true statement of all moneys coming into his hands as commissioner in the foregoing entitled proceedings as well as a correct report as to the distribution thereof, and further affiant saith not.

Joseph B. Fleece

Subscribed and sworn to before me this the 16th day of October,1917.

(Seal) Zimri E. Dougan Notary Public.
My Com. Exp. July 8th,1921.

Dec. 7th,1917, received of Joseph B. Fleece,Commissioner in the foregoing entitled cause,the sum of $56.27,the distributive share of Maynard W. Miller, subject to the order of the court thereupon.

Ashbel P.W.Bridges,

Clerk of the Hendricks Circuit Court.

And the Court having inspected said report and being fully advised in the premises now in all things approves and confirms the same and endorses his approval thereon as follows,"Examined and approved this 7th day of Dec. 1917, Geo. W. Brill, Judge"

And this cause is adjudged finally disposed of.

And the Clerk of this Court is directed to pay out in distributive shares the sum of $56.27, heretofore paid into Court for distribution, as follows, to-wit:

1. Maynard W. Miller $56.27

Receipt.

1. Rec'd 12/12, 1917 of A.P.W. Bridges, clerk $56.27 my full share in this cause.
Maynard W. Miller by Zimri E. Dougan

Friday December 7th,1917 and the 29th day of the November Term,1917.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo. W. Brill

Judge.

Saturday December 8th,1917 and the 30th day of the November TErm,1917.

Saturday Morning December 8th,1917.

Court met pursuant to adjournment

Pres. Hon. Geo. W. Brill, Judge

Elizabeth Cooley)
)
Vs.) No. 9923.
)
Indianapolis Traction &)
Terminal Company.)

Come the parties by counsel, and by agreement this cause is continued.

Abram Hackleman)
)
VS.) No. 9929.
)
Pleasant Hackleman)

Come the parties by counsel and defendant files verified motion and reasons for a change of Venue from this County, which motion and reasons are as follows, to-wit:(Here Insert), And the Court being fully advised and informed in the premises sustains defendant's motion for a change of venue of this cause from the County, and sends the same to the Montgomery Circuit Court of Montgomery County,Indiana.

It is therefore considered and adjudged by the Court that the venue of this cause be, and the same is hereby changed to the Montgomery Circuit Court of Montgomery County, Indiana.

And ten days are given in which to perfect said change of Venue.

John T. Higgins, and)
Harry Higgins)
)
VS.) No. 9902. Judgt. Vs. Plffs for one-half Costs.
) Judgt. Vs. Deft. for one-half Costs.
Archie A. Figg) J.D. 13 Page 85.

Come again the parties in person and by their attorneys, and for the purposes of the trial of this case stipulate and agree, that the Court may find the following as facts in this case, to-wit:

1st. That since the first day of January 1917, a general garage business has been carried on at Danville Indiana, by the "Danville Auto Company".

2nd. That Harry Higgins is entitled to share in the profits made by said Danville Auto Company to the extent of the One half (1/2) part thereof, and said Harry Higgins should also pay the One Half part of the expenses of said Danville Auto Company.

3rd. That the defendant, Archie A. Figg is entitled to share in the profit made by said Danville Auto Company to the extent of the One half part thereof, and said Archie A. Figg should also pay the One Half part of the expenses of said Danville Auto Company.

4th. That Danville Auto Company, a partenership, should be dissolved, and the business of said Danville Auto Company wound up.

5th. That there should be an accounting of the business of the said Danville Auto Company, as to the rights and liabilities of the said Harry Higgins and said Archie A. Figg, commencing with the business done January 1st 1917, and ending December 11th 1917, at 12 oclock mid-night, at which time said business, as a partnership is, by agreement of the parties, to cease.

6th. The jury to whom the question of the right of the plaintiffs, John T. Higgins and Harry Higgins to share in the profits on the sales of Ford Automobiles, made by the defendant Archie A. Figg, having been, by the Court, submitted in the form of an interrogatory, as follows, to-wit:

"Are the Plaintiffs,John T. Higgins and Harry Higgins, or either of them, entitled to share in the commissions, on the sale of Ford cars,since the first day of January 1917."- and to whom also was submitted by the court the question of the right of the defendant,Archie A. Figg to share in the commissions on the sale of Overland Cars,since the first day of January 1917 which said interrogatory was as follows, to-wit:- "Is the defendant,Archie A. Figg entitled to share in the commissions on the sale of Overland cars, since the first day of January 1917", and the Jury having answered each of said interrogatories in the negative,the court now adopts said findings of said Jury,as the findings of the Court,and finds: That neither the plaintiff Harry Higgins,nor both of them,are entitled to share in the commissions on the sales of Ford Cars,made since the first day of January 1917, by defendant Archie A. Figg and that the defendant Archie A. Figg is not entitled to share in the commissions on the sale of Overland cars,made by the plaintiffs,or either of them, since the first day of January 1917.

8th. The Court further finds that Samuel R. Stewart is a suitable and proper person to make and state the account of the business of said Danville Auto Company,as between the said Archie A. Figg and said Harry Higgins.

It is therefore considered,adjudged and decreed by the Court,by and with the consent and agreement of all the parties hereto,given in open Court,that Samuel R.Stewart,be, and he is hereby appointed Master Commissioner,to the end that he may make an accounting,as between the said Archie A. Figg and said Harry Higgins of the business of the said Danville Auto Company,and to that end it is further ordered,adjudged and decreed that all books,papers,checks,bills,and accounts of or pertaining to said Danville

Auto Company shall be placed in the hands of the said Samuel R. Stewart,as such Master Commissioner,and such Master Commissioner is hereby authorized to hear evidence,administer oaths,and do such other things as may become necessary in the discharge of his duties That for the purpose of making such accounting he shall start with the business of said Danville Auto Company,done transacted on January 1st 1917, and end with the business of said Danville Auto Company,done and transacted on the 11th day of December 1917,at which time,by the consent and agreement of all the parties hereto,it is now ordered, adjudged and decreed that the business of the said Danville Auto Company,as a partnership between the parties hereto shall end.

9th. It is further ordered,adjudged and decreed by the express consent and agreement of all the parties hereto,that the costs of this suit,including the charges of said Samuel R.Stewart,as Master Commissioner shall be taxed,the one-half part to the plaintiffs John T. Higgins and Harry Higgins,and one-half part to the defendant Archie A.Figg.

10th. It is further ordered,adjudged and decreed by the Court, that the said Samuel R. Stewart,as such Master Commissioner,shall report his findings herein to this court, and day is given.

All of which is now ordered,adjudged and decreed by the Court.

State of Indiana)
) SS Hendricks Circuit Court November Term,1917.
Hendricks County)

John T. Higgins
Harry Higgins

Vs.

Archie A. Figg.

Comes now Samuel R. Stewart who being duly sworn upon his oath says that he will faithfully perform his duties as Master Commissioner in making the accounting between the partners of the Danville Auto Company, of Danville,Indiana, according to law and pursuant to his appointment of the Hendricks Circuit Court in the above entitled cause.

Samuel R. Stewart Master Commissioner.

Subscribed and sworn to before me this 14th day of December 1917.

(Seal) Edgar M. Blessing Notary Public.
My Commission expires January 15th,1919.

And Court adjourned until 9 oclock A.M. Monday December 10th,1917

Record read and signed in open Court.

Geo W. Bill

Judge.

Monday Morning December 10th,1917.

Court met pursuant to adjournment

Pres. Hon. Geo. W. Brill, Judge.

The State of Indiana on the Relation of Martin Mitchell, Trustee
Vs. No. 9920.
The Cleveland, Cincinnati,Chicago, & St. Louis Railway Company.

Come the parties by counsel, and by agreement this cause is dismissed the costs taxed against the defendant, which costs are now paid.

It is further ordered that the defendant pay the costs of this proceeding taxed at $ which costs are now paid by defendant.

Andrew J. Lepp
Vs. No. 9944.
Henry J. McCoy et al.

Come the parties by counsel and defendants file motion to require plaintiff to separate second paragraph of complaint into paragraphs, which motion is in the words and figures following, to-wit:(Here Insert).

Mary L. Winks
Vs. No. 9870.
Indianapolis Traction & Terminal Company

Come the parties in person and by counsel and defendant files motion for physical examination of plaintiff, which motion is in the words and figures following, to-wit:(Here Insert). And this cause being at issue is called for trial, and the Sheriff as ordered by the Court brings into open Court the jurors of the jury, to-wit:- Otis Duncan, Chas. Lingeman, Horace Zimmerman, Fred M. Creach, T.M.Sears, Chas. Coffman, Claude Weekley, T.E.Francis, Martin L. Johnson, Leon Eaton, C.F.Bowen, and John A. Crosby twelve good and lawful men householders and freeholders of Hendricks County,Indiana, and legal voters therein, who are duly and legally empaneled and sworn in open Court to well and truly try the issues joined in this cause and a true verdict give accor-

ding to law and the evidence adduced.

And this cause is now set aside, and the Court Reporter being present her fee and Jury fees are hereby ordered taxed to Marion County.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo. W. Brill Judge.

Tuesday Morning December 11th,1917.

Court met pursuant to adjournment

Pres. Hon. Geo. W. Brill, Judge.

State of Indiana)
)
Vs.)
) No. 5140.
Arthur McCarthy)
Irene McCarthy)

Comes again the State of Indiana by Carey W. Gaston, Prosecuting Attorney in the above entitled cause and it appearing to the Court that the defendant herein Irene McDaniel nee McClasky, is of the age of 15 years and this case is ordered transferred to the Juvenile Court Docket, which is now done accordingly.

Washington School Township of)
Hendricks County, Indiana.)
)
Vs.) No. 9952.
)
Flora E. Hanna et al.)

Comes the plaintiff in the above entitled cause of action and files its complaint to quiet the title to real estate in Hendricks County, Indiana in said complaint described, and for possession thereof, (and) said plaintiff also presents and files an affidavit on behalf of the plaintiff as by law provided, which affidavit is as follows, to-wit:(Here Insert), and said plaintiff also presents and files the affidavit of a competent person setting forth that a part of the defendants in said above entitled cause of action are not residents of the state of Indiana, to-wit, that H. Etta Patterson and Orin L. Patterson and Udolia M. Parsons are non-residents of said state, which affidavit is as follows, to-wit:(Here Insert), and asking that the Court direct and order that the Clerk give notice by publication as by law provided to said non-resident defendants of the filing and pendency of this action.

And the Court having examined said complaint and affidavits as aforesaid and being advised and informed in the premises doth find that the prayer should be granted to give notice by publication to said named non-resident defendants.

It is therefore ordered by the Court that the Clerk give notice by publication to the defendants, H.Etta Patterson, Orin L. Patterson and Udolia M. Parsons of the filing and pendency of this action for three weeks

in the Danville Gazette and cause the same to be returnable on the 4th day of February 1918, at which time this cause will be heard, or as soon thereafter as the same can be heard, all of which is ordered by the Court.

Tuesday December 11th,1917 and the 32nd day of the November Term,1917

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo. W. Brill Judge.

Wednesday December 12th,1917 and the 33rd day of the November Term,1917.

Wednesday Morning December 12th,1917.

Court met pursuant to adjournment

Pres. Hon. Geo. W. Brill, Judge.

Milton L. Clawson)
)
Vs.) No. 9743.
)
Charles E. Cherry et al.)

Come the parties by counsel and defendants file motion asking to withdraw answer and open the issues of this cause and be heard upon the demurrer, which motion is in the words and figures following, to;wit:(Here Insert). And the Court being fully advised and informed in the premises sustains said motion, and defendants withdraw answer.

And the argument upon demurrer having been heard and concluded the Court now takes this cause under advisement.

The Farmers State Bank of Mooresville,Indiana.)
)
)
Vs.) No. 9648.
)
Jesse Bradley et al.)

Come the parties by counsel, and the Receiver files his final report, which final report is in the words and figures following, to-wit:(Here Insert).

Wednesday December 12th,1917 and the 33rd day of the November Term,1917.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo. W. Brill

Judge.

Thursday December 13th,1917 and the 34th day of the November Term,1917.

Thursday Morning December 13th,1917.

Court met pursuant to adjournment

Pres. Hon. Geo. W. Brill, Judge.

Anna E.E.Edwards, Administratrix of the Estate of Mont O.Edwards, deceased.
Vs. No. 9806.
Vandalia Railroad Company.

Comes now the defendant in the above entitled cause by counsel and files motion and reasons for a new trial, which motion and reasons are in the words and figures following, to-wit:(Here Insert).

Laura B. Stafford
Vs. No. 9878.
Silas P. Stafford et al.

Come the parties by counsel, and by agreement this cause is continued.

David M. Vance
Vs. No. 9911.
Charles J. Gardner and National Surety Company.

Come the parties by counsel, and defendants are ruled to answer.

Economy Hog and Cattle Powder Company
Vs. No. 9927. Judgt. Vs. Plff. for costs.
J.D. 13 Page 85.
William O. Hoadley

Come the parties in person and by counsel and this cause now being called for trial the Sheriff as ordered by the Court brings into open Court the jurors of the jury,to-wit: Fred M. Creach, T.M.Sears, Chas. Coffman, Howard little, J.F.Underwood Jr., Claude Weekley T.E.Francis, Horace Zimmerman, Chas. Lingeman, Leon Eaton, Otis Duncan, twelve good and lawful men householders and freeholders of Hendricks County,Indiana, and legal voters therein, who are duly and legally empaneled and sworn in open Court to well and truly try the issues joined in this cause and a true verdict give according to law and the evidence adduced.

And the evidence and argument of counsel having been heard and concluded, the jury is instructed by the Court and after hearing the instructions of the Court the jury retires to its room in charge of a sworn bailiff to deliberate upon a verdict.

And after due deliberation said Jury returns into open Court and presents the following verdict:-

"Economy Hog & Cattle Powder Company)
)
Vs.) No. 9927.
)
William O. Hoadley)

Verdict.

We the Jury find for the defendant.

T.M.Sears Foreman.

And the Court being fully advised in the premises renders judgment upon the foregoing verdict as follows:

It is therefore ordered and adjudged by the Court that the plaintiff take nothing in this action and the defendant herein recover its costs and charges in this cause laid out and expended taxed at $____and____cents.

And Court adjourned until 9 oclock. A.M. to-morrow.

Record read and signed in open Court.

Geo.W.T Bell Judge.

Friday Morning December 14th,1917.

Court met pursuant to adjournment

Pres. Hon. Geo. W. Brill, Judge.

Grace E. Carter)
)
Vs.) No. 8467.
)
Charles B. Carter)

Comes now the defendant in the above entitled cause by counsel and files herein an affidavit for a continuance and postponement of return day fixed in citation heretofore issued, which affidavit is in the words and figures following, to-wit:(Here Insert)

And the Court being fully advised and informed in the premises orders the defendant to make return to citation on the 7th day of January,1918, and this cause is continued.

Ethel C. Eggers, by her next friend,)
her husband,_____Eggers.)
)
VS.) No. 9942.
)
Oliver W. Merritt et al.)

Come the parties by counsel, and plaintiff asks leave of the Court to file amended complaint correcting erronious description, and the Court being fully advised grants said leave and plaintiff files amended complaint, which amended complaint is as follows, to-wit:(Here Insert).

And defendant refiles answer to amended complaint which answer is in the words and figures following, to-wit:(Here Insert). And plaintiffs file answer in general denial to cross-complaint, which answer is as follows, to-wit: (Here Insert).

And this cause is at issue.

GENERAL COURT ALLOWANCE:-

Ordered by the Court that the following sums be allowed and paid out of the funds specifically set apart for that purpose on account of the expense of the November Term,1917 of the Hendricks Circuit Court, to-wit:-

The Bobbs Merrill Co.	4.00
Robert Hufford Transportation	5.16
Mell Masten, Drawing Jury Nov, Term	3.00
Lewis W. Borders " " " "	3.00
Cloe Minnick, Official Reporter	40.00
Lewis W. Borders, Drawing Jury	3.00
Mell C. MAsten " "	3.00
Robert Hufford Removing Prisoners to State Prison	21.48
John M. RAwley, Special Judge	40.00
John Shaffer, Petit Juror	5.70
Horace Ballard, Petit Juror	16.20
Chas. Nichols, Petit Juror	5.30
Geo. Merritt, Petit Juror	3.00
John Hunt, Petit Juror	5.20
Warren S_ Jones, Petit Juror	18.70
James Davidson, Petit Juror	18.70
Jonathan Lowe, Petit Juror	6.00
Chas. Page, Petit Juror	19.00
Stephen J. Maloney, Petit Juror	19.30
D.B. Ennis, Petit Juror	6.70
James Coble, Petit Juror	3.80
J.E. Redmond, Petit Juror	5.00
W.W. Hadley, Petit Juror	5.00
John Adams, Petit Juror	6.30
Ward Henderson, Petit Juror	3.70
John Masten, Petit Juror	13.80
Allen Campbell, Petit Juror	16.30
Jesse McIntyre, Petit Juror	3.40
Chas. Kennedy, Petit Juror	6.10
Lloyd W. Hendrickson, Petit Juror	3.40
Galileo Peacock, Petit Juror	3.50
Chas. P. Duncan, Petit Juror	13.70
Harry Bailey, Petit Juror	3.60
Geo. M. Thompson, Petit Juror	3.40
Hattie Jefferies Rooms for Jury	27.00
Mrs. Surber Board for Jury	59.15
Mell C. MAsten Jury Commissioner	3.00
Lewis W. Borders " "	3.00
Cloe Minnick Official Court Reporter	80.00
E.M.Blessing & C.V.Sears Legal Services in case 5133	200.00
Robt, Hufford Shff. Removing Prisoners to State Prison	31.68

(continued from Pg. 183)

Otis E. Gulley Defense Branson	100.00
Martin Dougan, Petit Juror	53.70
Otis Dougan, Petit Juror	48.80
Chas. Lingeman, Petit Juror	58.80
Chas. Coffman, Petit Juror	49.20
Martin Johnson, Petit Juror	43.80
Leon Eaton, Petit Juror	26.60
Howard Little, Petit Juror	30.80
Horace Zimmerman, Petit Juror	53.90
Fred. M. Creach, Petit Juror	40.60
T.M.Sears, Petit Juror	45.10
Claude Weekly, Petit Juror	43.40
T.E. Frances, Petit Juror	60.90
J.F. Underwood, Petit Juror	30.70
Howard Arbuckle, Petit Juror	6.00
Geo. Walker, Petit Juror	5.00
Geo. Doughty, Petit Juror	5.00
Chas. Ayers, Petit Juror	5.00
J.M.Dawson, Petit Juror	7.50
Chas. Sacre, Petit Juror	7.50
John A. Crosby, Petit Juror	10.00
Chas, Sanders, Petit Juror	12.50
Glen McClain, Petit Juror	12.50
Chas. F. Bowen, Petit Juror	2.50
Mrs. DeMarcus Meals for Jury	13.65
A.P.W.Bridges, Clerk Fees	83.75
Robt. Hufford Shff. Fees Nov, Term	204.30
Robt. Hufford, Shff. Fees	25.40

Appointment of Members of Children's Guardian's for Hendricks County, Indiana.

Be It Known, That Mrs. William Evans is hereby re-appointed as a member of the Board of Children's Guardians for Hendricks County,State of Indiana, and be it also known that Robert Hollowell is appointed a member of said Board to fill the vacancy caused by the death of L.A.BArnett.

The said Mrs. William Evans and Robert Hollowell to serve three years from December 14th, 1917.

Done this the 14th day of December 1917.

George W. Brill, Judge Hendricks Ct. Ct.

And now come each of the above named appointees and accept said appointment and take and subscribe the following oath;- "To support the Constitution of the United States and the Constitution of the State of Indiana, and faithfully and impartially discharge their duties as members of the Board of Children's Guardians, for Hendricks County, in the State of Indiana, to the best of their skill and ability; so help them God."

And now certificates of said appointments are issued to each of said members with their oaths endorsed thereon.

County Board of Charities.

Comes now the Hon. George W. Brill Judge of the Hendricks Circuit Court and pursuant to Statute, wherein it provides for the creation of Boards of County Charities, files the following appointments, to-wit:

I hereby appoint Alva B. Smith, Fred Shirley, Charles Bridges and Charles Kurtz as members of the Board of County Charities for Hendricks County, State of Indiana, to serve as follows:

The above named to serve three years from this date, December 14th,1917 or until their successor has been appointed to succeed them.

Ordered by the Court that all causes both Civil and Criminal and all pleas, plaints, motions and demurrers not disposed of at the present Term of this Court be continued to the January Term,1918, of this Court.

And Court adjourned until Court in course.

Record read and signed in open Court.

Geo. W. Bell

Judge.

INDIANA REFORMATORY.

Governor's Parole.

Jeffersonville, Indiana.,Nov.12th,1917.

BE IT REMEMBERED,that at the regular meeting of the Board of Trustees of the Indiana Reformatory held on the 12th day of November 1917 having under consideration the notice and certificate heretofore given by the General Superintendant, of persons who have been paroled for one year, it was found that George Cummings #9632 was committed to the Indiana Reformatory on the 3rd day of July 1916, and that he was paroled on the 10th day of November 1916, and that his record while confined in said Reformatory and while on parole was good, and that he should now be fully and finally discharged for the reason----------.

Therefore it is ordered that the said George Cummings be fully and finally discharged from the said Reformatory and that the General Superintendent certify the same to the Clerk of the Hendricks Circuit Court.

Alvin Padgett, Pres.

D.J. Terhune, V. Pres.

Jno. H. Weathers, Treas.
Board of Trustees.

Attest: Thomas H. Daily
Secretary.

Filed December 17th,1917.

Attest: Ashbel P.W. Bridges Clerk.

Anna E.E.Edwards, Administratrix)
Estate of Mont O. Edwards, deceased.)
)
Vs.) No. 9806.
)
Vandalia Railway Company)

Be It Remembered, That on the 17th day of December 1917, the same being in Vacation of the Hendricks Circuit Court the above named defendants by counsel filed in the office of the Clerk of the Hendricks Circuit Court a memorandum on motion for a new trial, which memorandum is in the words and figures following, to-wit:(Here Insert).

Attest: Ashbel P.W. Bridges Clerk.

Nora C. Winstead et al)
)
Vs.) No. 9891.
)
Jessie M. Taylor et al)

Be It Remembered, That on the 21st day of December 1917, the same being in Vacation of the Hendricks Circuit Court the above named defendants by counsel filed in the office of the Clerk of the Hendricks Circuit Court a motion for a new trial, which motion is in the words and figures following, to-wit:(Here Insert).

Attest: Ashbel P.W. Bridges Clerk.

GRAND AND PETIT JURORS DRAWN:

Be It Remembered, That on the 31st day of December 1917, James W. Gentry and John C. Taylor, the duly appointed, qualified and acting Jury Commissioners of this Court appointed at the office of the Clerk of the Hendricks Circuit Court and thereupon, as required by law the Clerk of this Court drew from the Jury Box, the names of the following persons for Grand Jurors, at the January Term 1918, of this Court, to-wit:

1.	Joseph K. Little	Center Township
2.	Wm. A. Kreigh	Franklin Township
3.	Jacob J. Page	Eel River Township
4.	PAul Martin	Eel River Township
5.	Robert A. Pounds	Franklin Township
6.	Urban Olsen	Middle Township

And the Clerk of this Court at the same time and in like manner drew from the Jury Box the names of the following persons for Petit Jurors for the January Term,1918, of this Court to-wit:

1.	Thomas Feeney	Washington Township
2.	Carl A. Tucker	Eel river Township
3.	Oscar E. McConnaha	Middle Township
4.	Henry Beckley	Marion Township
5.	Charles E. McClain	Center Township
6.	Roy Hodson	Clay Township
7.	John S. Tharp	Union Township
8.	Virgil S. Watson	Lincoln Township
9.	Aubrey Williams	Center Township
10.	Oscar G. Weddle	Middle Township
11.	David B. Wills	Liberty Township
12.	Phineas Purcell	Liberty Township
13.	Grover Price	Washington Township
14.	F.R.McClain	Center Township
15.	Martin Hession	Lincoln Township
16.	John E. Parker	Middle Township

Which said list of Jurors were tabulated, signed by said Jury Commissioners and attested by the Clerk of this Court.

And thereupon the Clerk of this Court issued venires for said Jurors, commanding the Jurors of the Grand Jury to appear in the Hendricks Circuit Court on the _____day of the January Term,1918, and the Jurors of the Petit Jury to appear in the Hendricks Circuit Court on the ____day of the January Term,1918,thereof, to act as Jurors of said Court.

Attest: Ashbel P.W. Bridges Clerk.

Be It Remembered, That on the 3rd day of January 1918, the same being in Vacation the Court sitting in chambers,rendered the following Judgment and decree as follows, to-wit:

State of Indiana)
)
Hendricks County)

Before the Judge of the Hendricks Circuit Court in Chambers.

Clara Mitchell)
)
VS.) no. 9969.
)
Frank A. Mitchell)

Comes now the plaintiff in the above entitled cause of action and files herein her verified application for a restraining order against the defendant from in any way molesting or interfering with the body or person of this plaintiff, which application is in the words and figures as follows,to-wit:(Here Insert), and the Court having examined said application and being advised in the premises now grants said application.

It is therefore ordered adjudged and decreed that the defendant be and he is hereby ordered and restrained from in any way molesting or interfering with the body or person of the plaintiff herein and from committing any acts of violence against this plaintiff or any of his children,and Monday January 7th,1918 is set for hearing upon the restraining order herein granted and it is further ordered that a copy of this notice and order shall be served on the defendant by the Sheriff of Hendricks County, Indiana, forthwith, all of which is hereby ordered adjudged and decreed.

Geo. W. Brill
Judge of the Hendricks Circuit Court in Chambers.

Attest: Ashbel P.W. Bridges Clerk.

Monday Morning January 7th,1918.

Pleas and Proceedings had in the Hendricks Circuit Court, within and for Hendricks County and State of Indiana, at the January Term 1918, which term of Court was begun and continued at the Court house in the town of Danville,in the County and State aforesaid, commencing on Monday the 7th day of January 1918, that being the day fixed by law for holding said Term of said Court.

Pres. Hon. Geo. W. Brill, Judge
Carey W. Gaston, Prosecuting Attorney
Robert Hufford, Sheriff
Ashbel P.W.Bridges, Clerk

Grace E. Carter)
VS.) No. 8467
Charles B. Carter)

Comes now the defendant in the above entitled cause by counsel, and files his return and answer to writ, which return and answer is in the words and figures following, to-wit:(Here Insert).

Milton L. Clawson)
Vs.) No. 9743
Charles E. Cherry et al)

Comes the parties by counsel and plaintiff files his amended fifth paragraph of complaint, which amended fifth paragraph of complaint is in the words and figures following,to-wit:(Here Insert).

Frank E. Ransdell)
VS.) No. 9869 Judgt. Vs. Deft. for Costs
Indianapolis Traction and Ter, Co.) J.D. 13 Page 86.

Come the parties by counsel, and by agreement thisscause is dismissed the costs taxed against the defendant.

Ordered by the Court that the Plaintiff recover of and from the defendant Company herein his costs and charges herein laid out and expended taxed at $_____and_____cents.

Kathleen McKee, by her next friend,)
Anna H. Sullivan.)
VS.) No. 9922
Louisa M. Rainier et al)

Come the parties by counsel and the defendant Louisa M. Rainier files cross-complaint which cross-complaint is in the words and figures following, to-wit:(Here Insert), and Kathleen McKee and John C. Johnston files answer to cross-cpmplaint, which answer is in the words and figures following, to-wit:(Here Insert)

And this cause being at issue is submitted to the Court for trial without the intervention of a jury.

Jessie Thompson)
Vs.) No. 9963
Indianapolis Traction & Ter. Company)

Come the parties by counsel and defendant files second paragraph of answer,which paragraph of answer is in the words and figures following, to-wit:(Here Insert). And the plaintiff is ruled to reply to defendants second paragraph of answer.

Julia A. PAge)
Ex-Parte Drain) No. 9940.

Come the parties by counsel, and this cause is dismissed, the costs having been paid.

Clara Mitchell)
Vs.) No. 9969
Frank A. Mitchell)

Come now the parties in person and by counsel and by agreement of parties the Court now orders that the restraining order issued herein be continued in force until the trial or final disposition of this case, and the hearing of the application for an allowance to the plaintiff is continued until the further order of the court.

Monday January 7th,1918 and the 1st day of the January Term,1918.

Hall- Zimmerman Coal Company)
Vs.)
William V. Rollings) No. 9947 Judgt. VS. Deft.for $98.83 and Costs. J.D. 13 Page 86.

Come the plaintiff by counsel and this cause coming in for trial the defendant is in open Court by order of the Court three times loudly called and comes not but herein wholly makes default.

It is therefore considered and adjudged by the Court that the plaintiff Company recover of and from the defendant herein the sum of $98.83 together with its costs and charges in this behalf taxed at $____ and ____cents, all with relief from valuation and appraisement laws.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo. W. Brill

Judge.

Tuesday January 8th,1918 and the 2nd day of the January Term,1918.

Tuesday Morning January 8th,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W. Brill, Judge.

MAry L. Winks)
Vs.)
Indianapolis Traction & Ter. Co.) No. 9870 Judgt. Vs. Deft. for Costs J.D. 13 Page 86.

Come the parties by counsel, and by agreement this cause is dismissed, the costs taxed against the defendant.

Ordered by the Court that the plaintiff recover of and from the defendant Company herein his costs and charges laid out and expended, taxed at $____and_____cents.

Nora C. Winstead)
Vs.) No. 9891.
Jessie M. TAylor et al)

Come the parties by counsel, and the Court being fully advised and informed in the premises overrules defendants motion for a new trial heretofore filed in this cause, to which ruling of the Court the defendants object and excepts.

And 30 days are given defendants to file all Bill of Exceptions.

David M. Vance)
VS.) No. 9911
Charles J. Gardner & National Surety Co.)

Come the parties by counsel, and the defendant National Surety Company file answer in two paragraphs, which answer is in the words and figures following, to-wit:(Here Insert)

Zimri E. Dougan Administrator)
Estate of Mary A. Jones, deceased.)
Vs.) No. 9916
Allen E. Jones.)

Come the parties by counsel, and the defendant is ruled to answer.

E.R.Robard's Bank)
)
VS.) No. 9919
)
Oral Kelley)
M. Ernest McHaffie)

Come the parties by counsel, and defendant M. Ernest McHaffie files answer of suretyship, which answer is in the words and figures following, to-wit:(HEre Insert)

Kathleen McKee, by her next)
friend Anna H. Sullivan)
)
Vs.) No. 9922.
)
Louisa M. Ranier et al)

Come the parties in person and by counsel and the evidence having been heard and concluded and the argument of counsel having been heard the Court now takes this cause under advisement.

James J. Hendrickson)
)
Vs.)
)
Michael H. Sullivan,)
The unknown wife of Michael) No. 9924
H. Sullivan,)
The unknwon widow, heirs, devisees) Decree Quieting Title.
and representatives of Michael H.)
Sullivan, deceased,)
William P. Shirley,)
The unknown heirs of William P.)
Shirley, deceased)
David Sparks,)
The unknown widow,heirs and)
representatives of David Sparks,)
deceased, and John E. Cox,)
)

Comes now the plaintiff by Nichols & Johnson, his attorneys, and shows to the Court and files the affidavit of V.S.Watson, editor and publisher of The Brownsburg Record, a weekly newspaper of general circulation, printed and published in Hendricks County, State of Indiana, from which affidavit it appears that notice of the filing and pendency of this action has been given to all of the defendants in the complaint by publication in said newspaper in the issues of October 26 and November 1 and 8,1917, the last of which publication was more than thirty days before the day set for hearing said cause, which affidavit and copy of notice,attached are as follows (Here Insert). The Court finding that proper notice has

been given to the defendants now orders said defendants called; and each of said defendants are loudly called three times in open Court and come not but herein wholly make default. This cause being at issue, a jury being waived, is now submitted to the Court for trial, finding and judgment. The Court, after examining the pleadings and hearing the evidence and being fully advised in the premises, finds for the plaintiff on his complaint; that the allegations contained in said complaint are true. That the plaintiff is the owner in fee simple of the lands described in his complaint. That the defendants appear of record to have an apparent interest in said land which is adverse to plaintiff's title; and that such apparent interest is wrongful and casts a cloud upon plaintiff's title to said land. The Court further finds that the plaintiff and his grantors have been in the exclusive, continuous, undisturbed, open and notorious, adverse possession of said land for the past twenty-five years; and that plaintiff's title to said land ought to be quieted and forever set at rest.

It is therefore ordered, adjudged and decreed by the Court that plaintiff is the owner in fee simple of the land described is his complaint, to-wit: The South-east quarter of the North-east quarter of Section Thirty-two(32), Township Seventeen (17) North, RAnge One (1) East, containing Forty (40) acres more or less; and that his title to said land be, and the same is forever quieted and set at rest against all of said defendants and all persons claiming under them.

It is further ordered that plaintiff pay the cost in this action taxed at $_____, which costs the plaintiff now pays to the Clerk of this Court.

Bedford Stone & Construction Company)
)
VS.)
) No. 9933
The Washington Hotel Realty Co.)
J. Edward Krause.)

Come the parties by counsel, and by agreement of the parties in open Court this cause is certified back to the Superior Court of Marion County, Indiana.

It is therefore considered and adjudged by the Court that the venue of this cause be and the same is hereby certified back to the Superior Court of Marion County, Ind.

And Ten days are given in which to perfect said change of venue.

Ethel C. Eggers, by her next friend, her husband _____Eggars.)
Vs.) No. 9942
Oliver W. Merritt et al)

Come the parties by counsel and the infancy of defendants Stella, Helen and Christina is suggested to the Court, whereupon the Court appoints as Guardian ad Litem for said infant defendants E.M. Blessing, and attorney at this bar.

MAry Etta Davis)
Vs.) No. 9949
Loren E. MAsten et al)

Come the parties by counsel, and this cause is dismissed, the costs having been paid.

Pearl Rogers)
VS.) No. 9958
Ullen H. Rogers)

Come the parties by counsel and defendant is ruled to answer, and defendant moves the Court that the plaintiff herein give Cost Bond.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo. W. Brill Judge.

Wednesday Morning January 9th,1918

Court met pursuant to adjournment

Pres. Hon. Geo. W. Brill, Judge

And Court adjourned until 9 oclock A.M. to-morrow

Record read and signed in open Court.

Geo. W. Brill Judge.

Thursday Morning January 10th,1918

Court met pursuant to adjournment

Pres. Hon. Geo. W. Brill, Judge

Mary E. Pratt)
Vs.) No. 9167
Alva Pratt et al)

Comes now Charles L. McCoun Commissioner in the above entitled cause and files herein his verified financial report as such Commissioner, which report is in the words and figures as follows, to-wit:

"State of Indiana)
) SS: In the Hendricks Circuit Court
Hendricks County) November Term.

Mary E. Pratt)
VS) no. 9167
Alva Pratt et al)

Final Report of Commissioner.

Comes now the undersigned heretofore appointed commissioner in the above entitled cause to sell the Real Estate therein ordered sold and submits to the Court his following financial report herein.

Said Commissioner is chargeable with the following amounts,

1st Sale of Real Estate	$3000.00
Rent	208.80
Interest	180.00
Total	$3388.80

Said Commissioner is entitled to credit for the following amounts expended by him.

Clarence Carter, labor	$2.40
Home Lumber Co., lumber	2.49
Kenney Schockley, fence posts	8.44
William Alexander, building fence	11.00
Danville Hard Ware Co. wire fence	19.80
Self, cash for Revenue Stamps	3.00
John Flynn, recording deed	1.00
John Flynn, for releasing mortgage	.20
MAry E. Pratt, Administratrix	728.11
Archie Figg, selling property	38.80
Downard & TAyler, Abstract	39.75
A.P.W.Bridges, court cost	41.20
Otis E. Gulley, Attorney	50.00
Chas. L. McCoun Commissioner	150.00
MAry E. Pratt, value of Life Estate in full including rents and interest	786.75
Frank Pratt, distributive share in full	301.17

Alva Pratt, distributive share in full	301.17
Everett Pratt, distributive share in full	301.17
Homer Pratt, distributive share in full	301.17
Virgil Pratt, distributive sahre in full	301.18
Total credits	$3388.80

RECAPITULATION

Total charges	3388.80
Total credits	3388.80

Said Commissioner being duly sworn upon his oath says that the above and foregoing account contains a full, trus and complete statement of all moneys received and expended by him as such Commissioner in connection with said trust and he asks that said report be approved and that he be finally and fully discharged from said trust.

Charles L. MCCoun
Commissioner

Subscribed and sworn to before me this 12th day of December, 1917.

(Seal)Otis E. Gulley
Notary Public
My Commission expires March 6, 1919.

And the Court having inspected said report and being fully advised in the premises now in all things approves and confirms the same and endorses his approval thereon as follows: "Report approved and Commissioner discharged this 10th day of January 1918, Geo. W. Brill, Judge".

And this cause is adjudged finally disposed of.

And Court adjourned until 9 oclock A.M. to-morrow

Record read and signed in open Court.

Geo. W. Bill Judge.

Friday Morning January 11th,1918

Court met pursuant to adjournment

Pres. Hon. Geo. W. Brill, Judge.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court

Geo. W. Brill Judge.

Saturday Morning January 12th,1918

Court met pursuant to adjournment

Pres. Hon. Geo. W. Brill, Judge

Daniel V. Richardson)
Vs.) No. 9886
Joseph Ferree)

Come the parties by counsel, and by agreement this cause is continued to the March Term 1918.

Kathleen McKee, by her next friend Anna H. Sullivan.)
Vs.)
Louisa M. Rainier and John F. Rainier, her husband, and John C. Johnston.) No. 9922

Judgt. Vs. Plff. for Costs.

J.D. 13 Page 86.

Comes now again the parties hereto by counsel and the Court having reviewed the evidence and being sufficiently advised in the premises finds for the defendants on plaintiff's complaint, and that the plaintiff Kathleen McKee has no interest either in law or in equity in and to the real estate described in her complaint and that she should take nothing by her suit on her complaint.

The Court further finds for the defendant Louisa M. Ranier on her cross-complaint against Kathleen McKee and John C. Johnston, and that she is entitled to have her title quieted and forever set at rest as against the claim or claims of the said Kathleen McKee and John C.Johnston and each of them; that neither the said Kathleen McKee nor the said John C. Johnston has any estate, title or interest in and to the real estate described in plaintiff's complaint and the cross complaint of the said Louisa M. Ranier, and that the said Louisa M. Ranier is the owner of said real estate in fee simple.

It is therefore ordered adjudged and decreed that the defendant,and cross-complainant, Louisa M. Ranier is the owner in fee simple of the following described real estate located in MArion County, State of Indiana, to-wit: Lot 51 in Ridenour's Second Addition to the city of Indianapolis, and that her title to the same be and the same is hereby quieted and forever set at rest as against the claim or claims of the cross-defendants Kathleen McKee and John C. Johnston and each of them or any person or persons claiming by,under or through them or either of them, and that each and both of them be and they are hereby forever

estopped from asserting any right, title, interest or claim in and to said real estate or any part thereof.

It is further ordered, adjudged and decreed by the Court that the plaintiff herein pay all the costs and charges which are taxed in this cause of action, all of which is finally ordered, adjudged and decreed by the Court.

Saturday January 12th,1918 and the 6th day of the January TErm,1918

And Court adjourned until 9 o'clock A.M. Monday January 14th,'18.

Record read and signed in open Court

Geo W. Brill

Judge.

Monday January 14th,1918 and the 7th day of the January Term,1918

Monday Morning January 14th,1918

Court met pursuant to adjournment

Pres. Hon. Geo. W. Brill, Judge

Ethel C. Eggers, by her next friend, her husband,_____Eggers.
VS. No. 9942
Oliver W. Merritt et al

Come the parties by counsel and defendant Nellie M. Eggers files answer to cross-complaint which answer is in the words and figures as follows, to-wit:(Here Insert), and said defendant also files answer to amended complaint, which answer is in the words and figures following, to-wit:(Here Insert).

Delia Moran et al
VS. No. 9956 Order for PArtition.
Thomas R. Corliss, et al

Come now the plaintiffs by counsel and show to the Court the summons issued in this cause to the Sheriff of Hendricks County, and the Sheriff's return endorsed thereon, from which return it appears that defendant Thomas R. Corliss was personally served with said summons more than ten days before the return day thereon, which said summons and return are as follows (here Insert). Plaintiffs also show to the Court the summons issued to the Sheriff of Marion County, together with the Sheriff's return thereon from which return it appears that defendants John Basil Corliss, Margaret Ruth Corliss, James Leo Corliss, Thomas Paul Corliss, Don M. Corliss, Joseph Eugene Corliss, MAry A. Corliss, Lewis A. Corliss, were each duly served by said Sheriff more than ten days before the return day on said summons, which summons and return thereon are as foblows (Here Insert). Defendant Thomas R. Corliss now files answer in these words (Insert); and the infancy of defendants Thomas Paul Corliss, Don M. Corliss, Joseph Eugene Corliss, Mary A. Corliss and Lewis A. Corliss being suggested to the Court, Charles V. Sears, an attorney af this bar, is appointed Guardian ad liten for said infant defendants; and being duly sworn said Guardian now files answer in these words (Here Insert). And now defendants John BAsil Corliss, Margaret Ruth Corliss and James Leo Corliss are each three times called in open Court, and come not but herein wholly make default,

This cause being at issue, a jury being waived, is now on motion submitted to the Court for trial, finding and judgment on the complaint, answers and default herein.

The Court, after being fully advised in the premises, finds that plaintiffs and defendants are the owners in fee simple as tenants in common of the real estate mentioned and described in the complaint in the shares and proportions as therein stated, to-wit:- The plaintiff Delia Moran, an undivided 1/5; John F. Moran and Delia

Moran, his wife, an undivided 1/5, Mary Perkins 1/5, defendant Thomas R. Corliss 1/5, and each of defendants John Basil Corliss, Margaret Ruth Corliss, James Leo Corliss, Thomas PAul Corliss, Don M. Corliss, Joseph Eugene Corliss, Mary A. Corliss and Lewis A. Corliss an undivided 1/8 of 1/5 of said premises, being 1/40 each.

The Court further finds that said parties are entitled to have partition made of the premises and the shares set off to each in severalty as above indicated.

It is therefore ordered, adjudged and decreed by the Court that partition be made of the lands mentioned and described in the complaint, to-wit:-

The South half of the East half of the East half of the South-east quarter of Section Twenty-three (23), Township Sixteen (16) North, Range One (1) East, containing Twenty (20) acres more or less.

Also, the West half of the South-west quarter of Section Twenty-four (24) Township and Range aforesaid, containing Eighty (80) acres more or less, except the right of way of the Indianapolis, Cincinnati and Western Railroad, formerly the Indianapolis, Decatur & Springfield Railway across both tracts.

That for the purpose of making partition of said premises John Moran, Seth T. Huron and J.P. Johnson are appointed by the Court Commissioners to make said partition of the above described land, if the same can be done without injury to the parties. If said land is susceptible of division without such injury, they shall set off to the parties in severalty their interest as above indicated, to-wit:- To Delia Moran 1/5 in value, to John F. Moran and Delia Moran, his wife, 1/5; to Mary Perkins 1/5, to Thomas R. Corliss 1/5, and to each of the following defendants John Basil Corliss, Margaret Ruth Corliss, James Leo Corliss, Thomas Paul Corliss, Don M. Corliss, Joseph Eugene Corliss, Mary A.Corliss and Lewis A. Corliss an undivided 1/40 of said premises. And said Commissioners are ordered to make their report at the present term of this Court. All of which is ordered by the Court.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo. W. Brill Judge.

Tuesday Morning January 15th,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W. Brill, Judge

Ethel C. Eggers, by her next friend,)
her husband_____Eggers)
)
Vs.) No. 9942
)
Oliver W. Merritt et al)

Come the parties in person and by counsel, and Guardian ad litem files answer, which answer is in the words and figures following, to-wit: (Here Insert), and Orian S. Merritt Executor files answer, which answer is in the words and figures following, to-wit:(Here Insert). And this cause being at issue is submitted to the Court for trial, and the evidence having been heard and concluded this cause is now taken under advisement.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo W Brill Judge.

Wednesday January 16th,1918 and the 9th day of the January Term,1918

Wednesday Morning January 16th,1918

Court met pursuant to adjournment

Pres. Hon. Geo. W. Brill, Judge.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo W Brill Judge.

Thursday January 17th,1918 and the 10th day of the January Term,1918.

Thursday Morning January 17th,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W. Brill, Judge.

Beech Grove State Bank)
)
Vs.) No. 9867. Judgt, VS. Deft. for $104.90 and Costs.
) J.D. 13 Page 87.
Anna Pitt.)

Comes now the plaintiff by counsel, and plaintiff files reply to second paragraph of answer, which reply is in the words and figures following, to-wit:(Here Insert),and this cause being at issue and the defendant Anna Pitt failing to appear and answer,and this being the day this cause was set for trial, the defendant is now on order of the Court by the Sheriff three times loudly called in open Court and comes not, but herein wholly makes default.

And thereupon this cause is submitted to the Court for trial, finding, judgment and decree, without the intervention of a jury.

And the Court having heard the evidence and being fully advised and informed in the premises finds for the plaintiff on its complaint and against the defendant, that there is due the plaintiff, from the defendant the sum of $104.90 and costs.

It is therefore considered and adjudged by the Court that the plaintiff herein recover of and from the defendant Anna Pitt the sum of $104.90 together with its costs and charges in this behalf laid out and expended, taxed at $____and ____cents.

And the jury having been ordered in to try this case and there being no other business for them this day the Court orders their fees and per diam taxed to Marion County, Indiana.

Thursday January 17th,1918 and the10th day of the January Term,1918.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo. W. Brill Judge.

Friday January 18th,1918 and the 11th day of the January Term,1918.

Friday Morning January 18th,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W. Brill, Judge.

Anna E.E.Edwards, Administratrix)
Estate of Mont O. Edwards,deceased.)
)
VS.) No. 9806. Judgt. Vs. Deft. for $17,500.00 and costs.
)
Vandalia Railroad Company.) J.D. 13 Page 87 .

Come the parties by counsel, and the Court being fully advised and informed in the premises overrules defendant's motion for a new trial heretofore filed, to which ruling of the Court the defendant at the time objects and excepts.

And the Court being fully advised and informed in the premises the plaintiff's motion for a judgment on the verdict of the Jury returned in this cause on the 17th day of November 1917, is now sustained, to which the defendant objects and excepts.

Wherefore, it is now hereby ordered, adjudged and decreed, that the above named plaintiff have and recover against the above named defendant Judgment for the sum of Seventeen Thousand Five Hundred Dollars, ($17,500.00), together with all costs taxed in this case.

All of which is now ordered, adjudged and decreed by the Court,

And the defendant now prays the Court for an appeal to the Supreme Court of Indiana Appeal granted upon the filing of a bond in the sum of $25,000.00. within thirty days with the Guaranty Company of North America as surety, which surety is approved. Ninety days given to file all Bills of Exceptions.

Jan. 18th 1918. Notice is hereby given that we need a lien on this judgment for the sum of Seven Thousand Dollars ($7,000.00) for legal services rendered for the plaintiff in this cause of action, as hereinafter attest: Ashtel P. W. Bridges, Clerk. Ingmond S. Bechtel Thomas S. Nickerson Attys for Deft.

Friday January 18th,1918 and the 11th day of the January Term,1918.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo. W. Brill

Judge.

Saturday January 19th,1918 and the 12th day of the January Term,1918.

Saturday Morning January 19th,1918

Court met pursuant to adjournment.

Pres. Hon. Geo. W. Brill, Judge.

Town of Danville, Indiana)
Vs.) No. 9915. Judgt. Vs. Deft. for $128.28 and Costs.
The Citizen's Ice Company,) J.D. 13 Page_____.

Come now the parties by counsel, and it is agreed in open Court that judgment may be rendered herein for the plaintiff for One Hundred Twenty Eight ($128.28) and 28/100 Dollars and costs of said suit.

And the Court now renders judgment on the said agreement accordingly.

It is, therefore, considered and adjudged by the Court that the plaintiff have and recover of and from said defendant said sum of One Hundred Twenty Eight ($128.28) and 28/100 Dollars, together with costs of this proceeding paid, laid out and expended.

Jessie P. McCoun)
Vs.) No. 9906.
Sylvanus D. Shipman, et al)

Comes now the plaintiff, Jessie P. McCoun, by her attorneys, and files a motion for the examination of the defendant, Sylvanus D. Shipman, and requests therein that said examination be taken upon notice duly given to the said Shipman, but without notice thereof to any of the other adverse parties. Said motion being as follows,to-wit: (Here Insert).

And the Court being fully advised in the premises, now in all things sustains said motion and orders the Clerk of this Court to issue a notice to the said Sylvanus D. Shipman, requiring him to appear in the library at the Court House in the City of Martinsville, Morgan County, Indiana, on Monday January 28th,1918 at Ten o'clock in the forenoon, and there, before some officer authorized by law to take depositions, submit to an examination upon the matters contained in his answer to plaintiff's complaint.

It is further ordered that five days time be given the said defendant of the time and place of such examination.

Mary L. Winks)
Vs.)
) No. 9870.
Indianapolis Traction & Ter.)
Company) Costs for trial of cause on change of Venue.

State of Indiana, Hendricks County,SS:

I, Geo. W. Brill, Judge of the 55th Judicial Circuit of Indiana, and Judge of the Hendricks Circuit Court of said State, in which the aboVe and foregoing case was tried, adjudicated and disposed of,having this day examined the foregoing account in favor of the County of Hendricks and against the County of Marion in said State, and having heard record and other evidence touching the same, and being advised as to the law in reference thereto;

It is by me ordered and adjudged that said account is in all things correct, and the amount thereof, to-wit: Forty-Two Dollars and Fifty Cents, in the case of Mary L. Winks Vs. Indpls Tr. & Ter. Co. is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against said County of Marion in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion is said State, in favor of said County of Hendricks and this shall be his sufficient voucher and authority for so doing.

Geo. W. Brill

Judge 55th Judicial Circuit of Indiana.

Beech Grove State Bank)
Vs.) No. 9867.
Anna Pitt)
) Costs for trial of cause on change of Venue.

State of Indiana, Hendricks County, SS:

I, Geo. W. Brill, Judge of the 55th Judicial Circuit of Indiana, and Judge of the Hendricks Circuit Court of said State, in which the above and foregoing case was tried, adjudicated and disposed of,having this day examined the foregoing account in favor of the County of Hendricks and against the County of Marion in said State, and having heard record and other evidence touching the same, and being advised as to the law in reference thereto;

It is by me ordered and adjudged that said account is in all things correct, and the amount thereof, to-wit: Forty-Two Dollars and Fifty Cents, in the case of Beech Grove State Bank Vs. Anna Pitt is now audited and allowed as a just and proper claim is favor of said County of Hendricks and against said County of Marion in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his

sufficient voucher and authority for so doing.

Geo. W. Brill.

Judge 55th Judicial Circuit of Indiana.

Anna E.E.Edwards,Admx.)
Estate of Mont O. Edwards,)
deceased.)
)
VS.) No. 9806.
)
Vandalia Railroad Company) Costs for trial of cause on change of Venue.

State of Indiana, Hendricks County, SS:

I, Geo. W. Brill, Judge of the 55th Judicial Circuit of Indiana, and Judge of the hendricks Circuit Court of said State, in which the above and foregoing case was tried, adjudicated and disposed of, having this day examined the foregoing account in favor of the County of Hendricks and against the County of Marion in said State, and having heard record and other evidence touching the same, and being advised as to the law in reference thereto;

It is by me ordered and adjudged th t said account is in all things correct, and the amount thereof, to-wit: Ninety-eight Dollars and Five Cents, in the case of Anna E. E. Edwards, Admrx. Vs. Vandalia Railroad Company is now audited and allowed as a just and proper claim in favor of said County of hendricks and against said County of Marion in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher and authority for so doing.

Geo. W. Brill.

Judge 55th Judicial Circuit of Indiana.

Zella L. Arbuckle)
Vs.) No. 9932 Judgt Vs. deft. for Costs. J.D. 13 Page 87.
Clinton Arbuckle)

Comes now the plaintiff in the above entitled cause by Otis E. Gulley, her Attorney and shows to the Court and files herein the affidavit of Julian D. Hogate, publisher of the "Hendricks County Republican", a public Weekly newspaper of general circulation, printed and published in Danville, Hendricks County, Indiana, which affidavit with a copy of the notice published attached thereto, is in words and figures as follows, to-wit: (Here Insert), whereby it appears that a non resident notice for the defendant Clinton Arbuckle was published in said newspaper for three weeks successively, the first being on the 1st day of November 1917, and the last on the 15th day of November 1917, the last of said notices being more than thirty days before the 24th day of December, 1917 the same

being fixed by the Court as the return day herein and said defendant Clinton Arbuckle failing to appear and answer said complaint, he is now upon order of the Court three times loudly called, but comes not, and herein wholly makes default.

And the Court now calls Carey W. Gaston, Prosecuting Attorney of the 55th Judicial Circuit to appear and defend against said proceedings, and said Prosecuting Attorney now appearing his statutory fee as provided by law, is paid to him in open Court.

And now this cause being at issue,is submitted to the Court for trial upon plaintiff's complaint and default of defendant,finding and decree without the intervention of a jury, and the Court having heard the evidence and being duly advised and informed in the premises finds for the plaintiff and against the defendant, and that the plaintiff is legally entitled to be fully and finally divorced from the defendant, and that she is entitled to have her maiden name restored to Zella L. Coleman.

it is therefore considered and adjudged by the Court that the bonds of matrimony heretofore existing between the plaintiff and defendant herein be, and they are hereby dissolved and that said plaintiff is hereby granted a divorce from said defendant and the plaintiff's name is hereby changed to Zella L. Coleman.

It is further ordered by the Court that this divorce having been granted upon notice to the defendant by publication of notice only, it will be unlawful for the plaintiff to marry within two years from this date.

It is further considered and adjudged by the Court that the plaintiff recover of and from the defendant herein her costs and charges paid, laid out and expended, taxed at $_____and_____cents.

Zimri E. Dougan, Administrator)
Estate of Mary A. Jones, deceased.)
)
Vs.) No. 9916.
)
Allen E. Jones.)

Comes now the defendant in the above entitled cause by counsel, and files answer in two paragraphs, which answer is in the words and figures following, to-wit:(Here Insert).

Zimri E. Dougan Administrator)
Estate of Mary A. Jones,dec.)
)
Vs.) No. 9917.
)
Thomas B. Jones.)

Comes now the defendant in the above entitled cause by counsel, and files answer in two paragraphs, which answer is in the words and figures following, to-wit:(Here Insert).

Maud Waddell)
)
Vs.) No. 9921
)
Walker A. Constant)

Comes now the plaintiff in the above entitled cause by counsel, and files his verified motion and reasons for a change of venue from the County, which motion and reasons are in the words and figures following, to-wit:(Here insert).

Ethel C. Eggers,by her next friend,)
her husband, Arthur Eggers,)
)
Vs.)No. 9942 Decree of Sale.
)
Oliver W. Merritt, et al.)

Comes now the plaintiff herein in her own proper person and through her next friend her husband, Arthur Eggers, and by her attorneys,Hume & GAston, and come also the defendants Oliver W. Merritt, Orian S.Merritt, Nora E. Ragan, and Orian S. Merritt Executor of the last will and testament of Mary A. Merritt,deceased, in their own proper persons and by and through their attorney, George T. Pattison,and also come Stella Eggers, Helen Eggers, and Christina Eggers,by and through their guardian ad litem Edgar M. Blessing, and comes also Nellie M. Eggers, in her own proper person, and it appearing to the Court that each of the defendants has been notified of the pendency of this action by the writs of summons and service thereof more than ten days before the day set for the hearing thereof by endorsement upon the complaint by plaintiff at the time of filing the same and now this cause being at issue is submitted to the Court for trial without the intervention of a Jury,and the Court having heard the evidence and being duly advised and informed in the premises doth find as follows:

That the plaintiff, Ethel C. Eggers, and the defendants,Oliver W. Merritt, Orian S. Merritt,and Nora E. ragan, and the infant defendants,Stella Eggers,Helen Eggers and Christina Eggers, are the owners in fee simple, in their absolute rights,as tenants in common of the real estate in the amended complaint described and hereinafter described. That Ethel C.Eggers, Oliver W. Merritt, Orian S.Merritt and Nora E. Ragan,are each the

owner of an undivided one-fifth (1/5) part in value of said real estate. That Stella Eggers, Helen Eggers and Christina Eggers are together the owners of an undivided one-fifth (1/5) part in value of said real estate subject to a life estate in said one-fifth part in favor of Nellie M.Eggers and also subject to being divested in part in favor of after born children issue of the body of Nellie M. Eggers, according to the provisions of the Will of Mary A. Merritt,deceased.

The Court further finds that said real estate in said amended complaint described is not susceptibel of partition and that the interests of the several parties as owners of said real estate cannot be set off to them in severalty, without damage to the owners and to the interests of said owners in said real estate.

The Court finds that the defendant Orian S. Merritt, Executor of the last Will of Mary A. Merritt,deceased, has no interest in said real estate and that it will require no part of said real estate to pay and discharge the debts of said estate.

The Court finds that the defendant,Nellie M. Eggers,is the owner of a life interest in the undivided one-fifth part in value of said real estate and that Stella Eggers,Helen Eggers and Christina Eggers,are the owners of the fee simple of said undivided one-fifth part, subject to being divested in part in favor of after born children of Nellie M.Eggers,heirs of her body.

The Court finds that said real estate in said amended complaint described shpuld be sold and that it is advantageous to the parties concerned that all the interest of the owners in fee simple together with the interest of the life tenant Nellie M. Eggers should be sold and that a commissioner should be appointed to make sale thereof,

The Court finds that the probable value of said real estate is Fifty Eight Hundred Dollars.

The Court finds that all the parties in being who have an interest in said real estate are parties to these proceedings and are before the Court and are properly represented.

it is therefore ordered,adjudged and decreed by the Court that the following described real estate in Hendricks County,Indiana, to-wit: A part of the Northeast quarter of Section 34, Township 16 North of range 1 east, and bounded as follows, to-wit: Beginning at a stone on the East line of said section 13 chains and 28,1/2 links North of the East half mile stone of said section and running thence West 40 chains and 39 links to the line running North and South through the center of said section;thence North on said line 9 chains and 59 links to within 85 links of a stone on said line; thence East 12 chains and 11,1/2 links; thence North one chain and 23 links; thence East 8 chains and 8 links to a point 12 links South of a stone on the line running North and South through the center of the Northeast quarter of said section; thence South on said line 62 links;thence East 20 chains and 18,1/2 links to a stone on the east line of said section; thence South 9 chains and 70 links to the place of beginning,estimated to

contain 39.44 acres, more or less, Also a part of the Northwest quarter of the Northeast quarter of section 34, township 16 North of range One East and bounded as follows, to-wit: Beginning at a stone at the Northeast corner of said quarter-quarter section and running thence South on the East line thereof 16 chains and 79,8/10 links; thence West 8 chains and 8 links; thence North 16 chains and 61,9/10 links to the North line of said quarter-quarter section; thence East 8 chains and 8 links to the place of beginning estimated to contain 13,1/2 acres, more or less, and in both tracts 52,94/100 acres, more or less, be and the same is hereby ordered sold, including the interest of the owners in fee simple and the interest of the owner of the life tenancy.

It is further ordered,adjudged and decreed that said described real estate shall be appraised as by law provided and that the same shall be sold at private sale for one-third cash in hand,one-third in 6 months and one-third in 12 months from date of sale and for not less than the full appraised value thereof.

it is ordered th t Charles M. Roark be and he is hereby appointed commissioner to make sale of said real estate, and that he give bond to the approval of the Court in the sum of $8000.00.

The Court orders and adjudged that it is advantageous to all the parties concerned to sell, the interest of the owners of the fee simple and also the interest of the owner of the life tenancy in said described real estate and that the living members of the issue of the body of Nellie M. Eggers shall stand for and represent the whole class of such issue of her body and after born children,issue of her body, shall take their part of the proceeds of the sale of said one-fifth part in like manner with those now in being and that such part be held in trust for all such children of Nellie M. Eggers, issue of her body, as provided for by the last Will of Mary A. Merritt,deceased.

It is further ordered and decreed that Sylvester N. Merritt be and he is hereby appointed as trustee to receive and take charge of the interest in the proceeds of said belonging to the life tenant,Nellie M. Eggers, and the infant defendant defendants, Stella Eggers, Helen Eggers and Christina Eggers, and any after born children of Nellie M. Eggers,issue of her body, and that said trustee shall give bond to the approval of the court and otherwise qualify as by law provided and that he shall invest such proceeds under the order of the Court and pay over to the said Nellie M. Eggers during her lifetime the income of such proceeds less the expense and costs of the trusteeship and at her death to report to the Court in final settlement of such trust; that such trustee shall report to the Court during the existence of such trust as guardians are required by law to report.

It is further ordered by the Court that upon the sale of said real estate and upon the payment by the purchaser of the full purchase price thereof the said commissioner shall execute and deliver to the purchaser, with the Court's approval endorsed thereon, a deed for said real estate as evidence of his title thereto.

It is ordered that the commissioner shall give notice of the time,place and terms of the sale of the said above described real estate by giving notice in the "Danville Gazette" for three successive weeks and by posting up like notices in five public places in the neighborhood of the real estate.

It is further ordered and adjudged that from the proceeds of such sale the costs of this action shall be first paid including a reasonable fee for the commissioner's services, and that the balance be paid to the parties herein found to be the owners of

said real estate and in the proportions herein set forth, except as to the one-fifth part belonging to the life tenant,Nellie M. Eggers, and to Stella, Helen and Christina Eggers, which one-fifth part shall by such commissioner be paid to the above named trustee, and said commissioner shall report all his doings to this Court.

And Court adjourned until 9 oclock A.M. Monday January 21st,1918.

Record read and signed in open Court.

Geo. W. Bill Judge.

Monday January 21st,1918 and the 13th day of the January Term,1918.

Monday Morning January 21st,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W. Brill, Judge.

E

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

G. W. Brill Judge.

Tuesday January 22nd,1918 and the 14th day of the January TErm,1918.

Tuesday Morning January 22nd,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W. Brill, Judge.

Appointment of Member of Children's
Guardians for Hendricks County,Indiana.

Be It Known, That Tavner Neal is hereby appointed as a member of the Board of Children's Guardians for Hendricks County, State of Indiana.

The said Tavner Neal to serve two years from Jan. 22, 1918.

Done this the 22nd, day of Jan. 1918.

Geo. W. Brill
Judge Hendricks Circuit Court.

And now comes the above named appointee and accepts said appointment and takes and subscribes the following oath;- "To support the Constitution of the United States and the Constitution of the State of Indiana, and faithfully and impartially discharge his duties as member of the Board of Children's Guardians, for Hendricks County, in the State of Indiana, to the best of his skill and ability; so help him God."

And now certificate of said appointment is issued to said member with his oath endorsed thereon.

Maud Waddell)
)
Vs.) No. 9921.
)
Walker A. Constant)
Millie Constant)

Come the parties by counsel, and the Court being fully advised and informed in the premises sustains motion of plaintiff heretofore filed in this cause for a change of Venue from this County, and sends the same to the Putnam Circuit Court of Putnam County, Indiana.

It is therefore considered and adjudged by the Court that the venue of this cause be, and the same is hereby changed to the Putnam Circuit Court of Putnam County,Indiana.

And Ten days are given in which to perfect said change of Venue.

Tuesday January 22nd 1918 and the 14th day of the January Term,1918,

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo W Brill Judge.

Wednesday January 23rd 1918 and the 15th day of the January TErm,1918.

Wednesday Morning January 23rd,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W. Brill, Judge.

Ethel C. Eggers,by her next friend her husband, Arthur Eggers.
VS.
Oliver W. Merritt et al. — No. 9942.

Comes now Charles M. Roark, heretofore appointed Commissioner to sell real estate in the above entitled cause, and accepts said appointment and qualifies therein and presents to the Court and files his bond herein in the sum of $8000.00, with William C. Osborne and Charles Z. Cook as sureties, which bond is approved by the Court anddis in the following words and figures,to-wit: (Here Insert).

And now said Commissioner files and presents to the Court an appraisement of said real estate made by John D. Brickert and Frank E. Guthrie, which appraisement is now approved by the Court and is in the following words and figures, to-wit: (Here Insert)

And said cause is continued.

John S. Spann & Company
VS.
Harry F. Taylor and Asher B. Evans — No. 9973.

Comes now Chas. V. Sears and moves the Court that an alias summons be issued for the defendant Asher B. Evans to the Sheriff of Marion County, and that the same be made returnable on the 5th day of Feb. 1918, and the Court sustains said motion and said alias summons is now issued accordingly.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo. W. Brill Judge.

Thursday Morning January 24th,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W. Brill, Judge.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo. W. Brill Judge.

Friday Morning January 25th,1918

Court met pursuant to adjournment

Pres. Hon. Geo. W. Brill, Judge.

Appointment of Mrs. J.G.Sharp, as a
Member of the Library Board of the
Town of Coatesville, Indiana.

Comes now the Honorable George W. Brill, Judge of the Hendricks Circuit Court,and files the following certificate of appointment, to-wit:

"This is to certify that pursuant to an Act (Section 3) for the establishment, increase and maintenance of Public Libraries, etc., Approved March 4th,1901, and amended MArch 9, 1903, Mrs J.G. Sharp, well known to have been a resident of the Town of Coatesville, Indiana, for more than five years last past, and all of said being more than twenty-five years of age, has been reappointed by the undersigned Judge of the Hendricks Circuit Court as a member of the Public Library Board of the Town of Coatesville, Indiana, the said Mrs. J.G.Sharp to Serve 2 years from January 23rd.,1918.

Geo. W. Brill

Judge Hendricks Circuit Court.

Thomas Welsh)
VS.)
John Smithey,)
Unknown heirs and Representatives)
of John Smithey,deceased,)
Louezar TAylor,) No. 9946
Loueza Taylor,)
Luezar Taylor,)
Louiza Taylor,)
Daniel B. Taylor,)
Louisa Taylor,his wife,)
Unknown Heirs and Respresentatives of Daniel)
B. Taylor and Louisa Taylor,deceased,)
Joseph Bendler,)
Henry Bakely,)

Comes now the plaintiff by Jas. W. Nichols, his attorney, and shows to the Court and files the affidavit of V.S.Watson, editor and publisher of the "Brownsburg Record", a weekly newspaper of general circulation, printed and published in Hendricks County, State of Indiana, from which affidavit it appears that notice of the filing and pendency of this action has been given to all of the defendants named in the complaint by publication in said newspaper in the issues of November 23 and 30th and December 7th,1917, the last of which publication was more than thirty days before the day set for the hearing of said cause, which affidavit and copy of notice attached are in these words (Here Insert) The Court finding that proper notice has been given to said defendants, now ordered said defendants called, and each of said defendants are three times loudly called in open Court, come not, but wholly make default. This cause being at issue, and a jury

being waived, is now submitted to the Court for trial, finding and judgment The Court, after examining the pleadings and hearing the evidence and being fully advised in the premises, finds for the plaintiff on his complaint; that the allegations contained in said complaint are true. That the plaintiff is the owner in fee simple of the lands described in his complaint. That the defendants appear of record to have an apparant interest in said lane which is adverse to plaintiff's title; and that such apparant interest is wrongful and casts a cloud upon plaintiff's title to said land; and that plaintiff's title to said land ought to be quieted and forever set at rest.

It is therefore ordered, adjudged and decreed by the Court that plaintiff is the owner in fee simple of the land described in his complaint to-wit:- The East half of the North-east quarter of the North-west quarter of Section Twelve (12), Township Sixteen (16) North, Range One (1) East, containing Twenty (20) acres more or less; and that his title to said land be, and the same is forever quieted and set at rest against all of said defendants and all persons claiming under them.

It is further ordered that plaintiff pay the cost in this action taxed at $_____, which costs the plaintiff now pays to the Clerk of this Court.

John C. Chitwood)
)
Vs.) No. 8922.
)
Susan L. GArner)

Come the parties by counsel and on order of the Court the opinion of the Supreme Court handed down in this cause is spread of record, and is in the words and figures following, to-wit:

"THE STATE OF INDIANA,

In the Appellate Court, Division Number One,
May Term, 1917

On the 3rd day of October 1917, being the 111th Judicial day of said May Term,1917.

Hon. Milton B.Hottel,Chief Judge
Hon. Ira C. Batman) Judges
Hon. Edward W. Felt)

No. 9325

In the Case of

John C. Chitwood)
)
Vs.) Appealed from the Hendricks Circuit Court.
)
Susan L. Garner)

Come the parties by their attorneys, and the Court being sufficiently advised in the premises, gives its opinion and judgment as follows, pronounced by Felt, J.

This case originated in an appeal to the Circuit Court from a survey of farm lands in Hendricks County. The trial in the Circuit Court resulted in a finding that the survey had been duly made by the County Surveyor; that it was correct and that a new survey should not be ordered.

The judgment rendered was in accord with the finding and states "That the surveyed line is located, marked and established between the lands of the plaintiff and defendant by John O. Kain be and the same is approved."

From this judgment appellant, John C. Chitwood, appealed and assigned several errors, but concedes in his briefs that the only error relied on for reversal comes under the assignment that the Court erred in overruling his motion for a new trial,

In his original brief he states in substance that the errors relied on are that the decision of the Court is not sustained by sufficient evidence and is also contrary to law, but in the concluding portion of his reply brief he expressly states that he relies for reversal on the proposition "that the finding and judgment of the trial court is contrary to law".

The Court heard evidence of the survey in controversy and of former surveys. There is ample evidence to sustain the decision of the Court, and therefore independent of appellant's statement in his briefs this phase of the case requires no further consideration.

Appellant contends that the decision of the Court is contrary to law because it conclusively appears without substantial conflict that the method employed by the surveyor was wrong and that the survey was not properly made.

Sec. 9518, Bruns Statutes 1914, provides that:

"The survey of such surveyor shall be prima facie evidence in favor of the corners so established and the lines so run; but an appeal may be taken to the circuit Court,within three years, and such court may reverse such survey. Upon such appeal being prayed for by any person, such surveyor shall, forthwith, transmit the papers in his hands touching the same, and copies of the field-notes in the case complained of, without requiring an appeal-bond; and such Court, in trial of such appeal, may receive evidence of other surveys of the same premises, made by the same or other persons, either before or since the one complained of; and is such court shall decide against such surveyor, it shall enter an order for a re-survey, and such new survey may be made by any other competent person whom the Court may designate, from whose decision an appeal may be had in like manner".

The foregoing and the succeeding section of the statute show that the ultimate question determined upon the trial by a circuit Court of such an appeal is the correctness of the lines or corners established by the survey. If the court is satisfied from the evidence that the true bondary line has been established by the survey it should be approved and a re-survey denied, though the court might believe the result was not obtained by correct procedure in making the survey.

upon the trial the court followed the statute and heard evidence of other surveys. One of such surveys was made by John W. Trotter, a former County surveyor, in 1898, and the corner in controversy was established by the east survey in conformity with that survey.

The evidence also shows that a survey had been made long prior to 1898 and that in 1898 the surveyor was able to find evidences of it and that he took cognizance thereof.

Appellant contends that he was not justified in doing so and that he was thereby led into an erroe which was followed in the survey in controversy.

Be that as it may the Court properly heard the evidence of former surveys in connection with the present survey and was in duty bound to give it such weight as it seemed to merit.

If the former survey was duly made affecting the same land, and the parties to this survey or their privies were parties to the former survey, it would be conclusive if not appealed from within three years. Though we can not state from the evidence presented that such is the case in this instance the evidence of the former survey tends to show that the corner in dispute in this controversy was correctly established by the last survey.

Wilson Vs. Powell, 37 Ind. App. 44

Hunter VS. Eichel, 100 Ind. 463

Herbst Vs. Smith, 71 Ind. 44

If it were conceded that the surveyor did not proceed in the proper manner to establish the lost corner it would not be necessarily follow that the result reached was wrong.

The question of the correctness of the survey is one of fact and there being evidence which tends to support the decision and sustain the survey we can not say as a matter of law on the facts of the case that the line established is not the true boundary line, or hold thatthe decision is contrary to law.

The conclusion reached makes it necessary for us to consider other questions suggested by the briefs.

The identical question as here presented does not seem to have been decided, but the conclusion announced is in harmony with out statutes and in accord with the spirit of our decisions.

Sinn. Vs. King, 131 Ind. 183

Grover Vs. Paddock, 84 Ind. 244

Rosenmeier Vs. Mahrenholz, 179 Ind. 467

Keesling Vs. Truitt, 30 Ind. 306

Judgment Affirmed.

It is therefore considered by the Court that the judgment of the Court below in the above entitled cause, be in all things Affirmed at the cost of the Appellant, all of which is ordered to be certified to said Court,

And it is further considered by the Court, that the Appellee recover of the Appellant the sum of $25.75 for her costs and charges in this behalf expended.

THE STATE OF INDIANA)
APPELLATE COURT)

I, J. Fred France, Clerk of the Supreme Court, and ex officio Clerk of the Appellate Court of the State of Indiana, certify the above and foregoing to be a true and complete copy of the opinion and judgment of

said Appellate Court in the above entitled cause.

IN WITNESS WHEREOF, I hereto set my hand and affix the Seal of said Appellate Court, at the City of Indianapolis, this 4th day of December, 1917.

(Seal) J.Fred France C.A.C.

David M. Vance)
VS.)
Charles J. Gardner and) No. 9911. Judgt. Vs. Defts. for $803.10 and costs.
National Surety Company)
J.D. 13 Page 88.

Comes now the plaintiff in the above entitled cause by counsel, and this cause being at issue the defendant Charles J. Gardner is now on order of the Court by the Sheriff three times loudly called in open Court and comes not but herein wholly makes default.

And thereupon this cause is submitted to the Court for trial,finding, judgment and decree without the intervention of a jury.

And the Court having heard the evidence and being fully advised and informed in the premises finds for the plaintiff and against the defendant that there is due the plaintiff from the defendant Charles J. Gardner as principal and National Surety Company as surety the sum of $803.10 and costs.

It is therefore considered and adjudged by the Court that the plaintiff herein recover of and from the defendants herein the sum of $803.10 together with his costs and charges in this behalf laid out and expended, taxed at $_____,and_____cents.

It is further ordered by the Court that the property of the defendant Charles J. Gardner be first exhausted before levy be made upon the property of the defendant National Surety Company.

Friday January 25th,1918 and the 17th day of the January Term,1918.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo. W. Brill

Judge.

Saturday January 26th,1918 and the 18th day of the January Term,1918.

Saturday Morning January 26th,1918 Court met pursuant to adjournment.

Pres. Hon. Geo. W. Brill, Judge.

Saturday January 26th,1918 and the 18th day of the January Term,1918.

And Court adjourned until 9 oclock A.M. Monday January 28th,1918

Record read and signed in open Court.

Geo. W. Brill Judge.

Monday January 28th,1918 and the 19th day of the January Term,1918.

Monday Morning January 28th,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W. Brill, Judge.

William Burk)
)
Vs.) No. 9909.
)
The Pittsburg, Cincinnati,)
Chicago, & St. Louis Ry. Co.)

Come the parties by counsel and by agreement this cause is continued. And this cause having been expressly set for this date and the jury and reporter being present the Court orders their fees taxed to Marion County, Indiana.

Winfield C. PAlin)
)
Vs.) No. 9977
)
Perry Taylor et al)

Comes now the plaintiff by his Attorney Chase Harding and shows to the Court his complaint and affidavit of Non-residence of defendants therein named, this day filed, which compl int and affidavit are in the words and figures following, to-wit:(Here Insert) and on motion, the Court now orders the Clerk to give notice to the said defendents;by publication in the "Gazette" returnable on March 30th, 1918.

And said cause is continued.

Monday January 28th,1918 and the 19th day of the January Term,1918.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo W Brill Judge.

Tuesday January 29th,1918 and the 20th day of the January TErm,1918.

Tuesday Morning January 29th,1918

Court met pursuant to adjournment

Pres. Hon. Geo. W. Brill, Judge.

Plainfield Building & Loan Association)
)
Vs.) NO. 9943 Judgt. Vs. Defts for $1415.66 and costs.
)
Temple Mendenhall) J.D. 13 Page 88.
Calvin Newlin)

* See next page for corrected Entry

Comes now the plaintiff Plainfield Building & Loan Association by its Attorney Horace L. Hagna , and this cause having been heretofore set for trial on this date and now at issue, the defendant Temple Mendenhall failing to appear in person or by counsel is now on order of the Court by the Sheriff three times loudly called in open Court and comes not but herein wholly makes default.

And thereupon this cause is submitted to the Court for trial, finding, judgment and decree without the intervention of a Jury.

And the Court having heard the evidence and being fully advised and informed in the premises finds for the plaintiff and against the defendants that there is due the plaintiff from the defendant Temple Mendenhall as Principal and Calvin Newlin as Surety the sum of $1415.66, together with all costs taxed in this cause.

It is therefore considered and adjudged by the Court that the plAintiff herein recover of and from the defendants herein the sum of $1415.66 principal, interest and attorneys fees, and the costs and charges in this behalf laid out and expended, taxed at $_____and_____cents. *

Thomas B. Noble)
)
Vs.) No. 9955
)
Jesse D. Hamrick)

Come the parties by counsel, and by agreement this cause is continued.

Tuesday January 29th,1918 and the 20th day of the January Term,1918.

Plainfield Building and Loan Association)
Vs.)
Temple Mendenhall and Calvin Newlin) No. 9943
Judgt. Vs. Defts. for $1415.66 and costs. J.D. 13 Page 88.

Comes now the Plainfield Building and Loan Association,plaintiff, by Horace L. Hanna, its attorney,amd comes also the defendant,Calvin Newlin, by Solon Enloe,his attorney,and it further appearing to the satisfaction of the Court by the summons and the return thereon of the Sheriff of Marion County, Indiana,that the defandant Temple Mendenhall has been duly served with process more than ten days before the 1st day of December 1917,being the 24th judicial day of the November Term 1917 of the Hendricks Circuit Court, said date being the return day endorsed on Plaintiff's complaint herein, which said summons and the return thereon are in the words and figures as follows, to-wit:(Here Insert). And it further appearing to the Court that Doan and Matthews, attorneys, entered appearance for said defendants on the 1st day of December 1917, and this cause was set for trial by the Court at the beginning of the January Term,1918,for the 29th day of January 1918,and that the defendant Temple Mendenhall does not appear either in person or by attorney and that he has been duly notified by summons aforesaid,said Temple Mendenhall on motion of plaintiff is three times loudly called but comes not and herein wholly makes default. And it is now agreed in open Court that the complaint and issues joined thereon by the answer of the defendant Calvin Newlin thereto filed and all matters and facts pending herein shall now be submitted to the Court for trial,finding,judgment and decree without the intervention of a jury. And the Court having heard the evidence and being sufficiently advised in the premises,finds for the plaintiff and that there is due the plaintiff from the defendants on the note sued upon $1415.66 which plaintiff is entitled to recover together with the costs of this action

The Court further finds that the defendant Calvin Newlin,executed the note sued upon as the surety of the defendant Temple Mendenhall. And the Court further finds that the property of said defendant Temple Mendenhall should be first levied upon and exhausted before levying upon the property of the defendant Calvin Newlin.

It is therefore,considered,adjudged and decreed by the Court that plaintiff have and recover of and from the defendants $1415.66 together with his costs and charges in this action collectable without relief from valuation or appraisement laws.

It is further considered, adjudged and decreed by the Court that execution herein be first levied on the property of the defendant Temple Mendenhall, and that the property of Temple Mendenhall, subject to execution be first exhausted before levying upon the properth of the defendant Calvin Newlin.

And Court adjourned until 9 oclock A.M. tomorrow
Record read and signed in open Court.

Geo W Brill Judge.

Wednesday January 30th,1918 and the 21st day of the January Term,1918.

Wednesday Morning January 30th,1918

Court met pursuant to adjournment

Pres. Hon. Geo. W. Brill, Judge.

Ernest M. Hornaday)
Vs.)
Terre Haute, Indianapolis,& Eastern Traction Company) No. 9810

Come the parties by counsel, and by agreement this cause is continued.

Jessie P. McCoun)
Vs.) No. 9906
Sylvanus D. Shipman)

Come the parties by counsel and defendant Shipman files motion and reasons for a continuance, which motion and reasons are as follows, to-wit:(Here Insert)

And the Court being fully advised and informed in the premises grants said motion and this cause is continued at defendant Shipman's costs.

John A. Brown)
Vs.) No. 9928
Indianapolis Traction & Terminal Company) Judgt. Vs. Plff. for costs. J.D. 13 Page 88.

Come the parties by counsel and this cause is dismissed the costs taxed against the plaintiff.

It is therefore ordered by the Court that the defendant recover of andfrom the plaintiff herein his costs and charges laid out and expended, taxed at $_____and_____ cents.

Alta Mayo)
Vs.) No. 9938
Michael Gray)

Come the parties by counsel and by agreement this cause is continued.

Ernest Hornaday)
)
Vs.) NO. 9497
)
Terre Haute, Indianapolis &)
Eastern Traction Company) Judgt. VS. Plff. for costs
)

J.D. 13 Page 88.

Comes now Thad S. Adams and enters appearance for the plaintiff and this cause being at issue is called for trial and the Sheriff as ordered by the Court brings into open Court the Jurors of the jury to-wit: Carl A. Tucker, Oscar E. McConnaha, Henry Beckley, Chas. E. McClain, Virgil S. Watson, Aubrey Williams, Oscar G.Weddle, Grover Price, F.R.McClain, and Martin Hession, ten good and lawful men householders and freeholders of Hendricks County and legal voters therein, who by agreement of the parties are duly and legally empaneled and sworn in open Court to well and truly try the issues joined in this cause and a true verdict give according to law and the evidence adduced.

And the evidence on part of the plaintiff is heard and plaintiff rests and the defandant rests without offering any evidence. The defendant files motion for peremptory instructions for the defendant for the reasons set out in said motion; the plaintiff files motion asking to withdraw announcement that plaintiff rests and asks to be permitted to offer in evidence a circular letter No. 88 issued by the Railroad Commission for the State of Indiana; the Court overrules plaintiff's motion and refuses to allow plaintiff to introduce further evidence,to which ruling of the Court the plaintiff at the time objects and excepts. The Court now sustains the defendants motion for a peremptory instruction to return a verdict for defendant,to which ruling of the Court the plaintiff objects and excepts. And the Court now instructs the jury to return a verdict for the defendant, which instructions are as follows, to-wit: "Gentlemen of the Jury: In this case there has been a motion made asking the Court to direct you to return a verdict for the defendant. After hearing the argument to this motion the Court is of the opinion that there is an entire failure of proof upon one of the material allegations of this complaint, to-wit: That the established or regular fare between the point where the plaintiff last boarded the car and his destination was as shown by the schedule established by the Company or by the Public Commission having thereto established such fare.

There being no evidence on that subject and it being a material averment of complaint I therefore direct you to return a verdict for the defendant.

You will retire to your room, select one of your number foreman and I have prepared a verdict for you to hand in signed.

In a case like this you take the law as given to you by the Court."

You may now retire in charge of your bailiff."

whereupon the Jury retires in charge of a sworn bailiff to deliberate upon a verdict and after due deliberation the jury return into open Court and present the following verdict:

"Ernest Hornaday)
)
Vs.)
) NO. 9497
Terre Haute, Indianapolis &)
Eastern Traction Company.)

VERDICT.

We, the Jury find for the defendant.

V.S.Watson Foreman.

And the Court being fully advised and informed in the premises renders judgment upon the foregoing verdict as follows:

It is therefore ordered and adjudged by the Court that the defandant Company herein recover of and from the plaintiff herein its costs and charges in this behalf laid out and expended taxed at $____,and_____cents.

Wednesday January 30th,1918 and the 21st day of the January Term,1918.

And Court adjourned until 9 oclock A.M. to-morrow

Record read and signed in open Court.

Geo. W. Brill Judge.

Thursday January 31st,1918 and the 22nd day of the January Term,1918.

Thursday Morning January 31st,1918

Court met pursuant to adjournment

Pres. Hon. GEo. W. Brill, Judge.

Solomon T. Ellis and Martha H. Ellis his wife	
VS.	
John Trotter,if living,if dead, the unknown widow,heirs,devisees, legatees,administrators,executors, assigns and legal representatives of John Trotter,deceased, et al.	No. 9979 Order for Publication.

Now at this time come the plaintiffs herein by Downard & TAylor their attorneys and filesand present to the Court for inspection their complaint in this action,having attached thereto,the affidavits of James A. Downard, and said complaint bearing the endorsement of the plaintiffs thereon fixing April 1st,1918 (the same being the 25th Judicial day of the March Term,1918, of this Court) as the time for the defendants in this action to appear herein, all being in the words and figures as follows to-wit: (Here Insert).

And the Court having examined the complaint and the endorsements thereon and the affidavits thereto attached, and bein fully advised in the premises, finds that said cause of action is to quiet the plaintiff's title to real estate described in said complaint, against all of the defendants in this cause and against the world.

And that diligent, full and strict search and inquiry was made by the plaintiffs and their attorneys herein to ascertain the names and place of residence of those of the defendants mentioned in s did affidavit as being persons whose places of residence are unknown and that those of the defendants mentioned in said affidavit as "Non-residents" are believed to be Non-residents of the State of Indiana.

Whereupon on motion of the plaintiffs herein, the Court orders,adjudges and decrees that notice of the pendency of this action and the term and date at which the same will stand for trial be given by the Clerk of this Court to said defendants herein, whose places of residence are not known and to those of the defendants herein who are Non-residents of the State of Indiana, by publication in "The Republican", a weekly newspaper of general circulation, printed and published in the town of Danville in Hendricks County, State of Indiana, as prescribed by law for such notice in such cases.

Thursday January 31st,1918 and the 22nd day of the January TErm,1918.

Adn Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open COurt.

Geo W Brill

Judge.

Friday February 1st,1918 and the 23rd day of the January TErm,1918.

Friday Morning February 1st,1918

Court met pursuant to adjournment

Pres. Hon. GEo. W. Brill, Judge.

Nora C. Winstead et al)
Vs.) No. 9891
Jessie M. Taylor et al)

Come the parties by counsel and by agreement in open Court the Court reconsiders the ruling upon the motion for a new trial heretofore filed and now the Court being fully advised and informed in the premises sustains said motion for new trial by agreement of counsel.

Mary J. Christie)
Vs.) No. 9961
Paul K. Christie)

Comes now the plaintiff in the above entitled cause by counsel, and this cause being at issue the defendant PAul K. Christie is now on order of the Court by the Sheriff three times loudly called and comes not but herein wholly makes default.

Lura M. Crawley)
Vs.) No. 9974
Job Cowley et al)

Come the parties by counsel and defendants file answer, which is as follows, to-wit: (Here Insert) and defendants Job Cowley, Mary Williams, Sadie Hott,and Jennie Kesler file cross-complaint, which is in the words and figures following, to-wit:(HEre Insert).

Elizabeth Cooley)
Vs) No. 9923 Judgt. Vs. Deft. for costs.
Indianapolis Traction & TEr. Co.) J.D. 13 Page 89.

Come the pArties by counsel and this cause is dismissed by plaintiff by agreement the costs taxed against the defendant. And this case having been especially set for this date and the jury and reporter being present the Court orders their fees taxed to Marion County. It is therefore ordered by the Court that the plaintiff Cooley herein recover

FridAy February 1st,1918 and the 23rd day of the Janu ry Term,1918.

of and from the defendAnt herein her costs and charges laid out and expended taxed at $____,and_____cents.

Eveline Hart)
Vs.) No. 9793. Judgt. Vs, Plff. for costs.
Indianapolis Traction & Ter. Co.) J.D. 13 PAge 90.

Come the parties by counsel, and this cause is dismissed by the plaintiff, the costs taxed against the plaintiff. And leave is given by the Court to withdraw papers from the files.

Ordered by the Court that the defendant Company herein recover of and from the plaintiff herein its costs and charges in this behalf laid out and expended, taxed at $_____ and _____cents.

Friday February 1st,1918 and the 23rd day of the J nuary Term,1918.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo. W. Self Judge.

Saturday Morning February 2nd,1918

Court met pursuAnt to adjournment

Pres. Hon. Geo. W. Brill, Judge

State of Indiana)
)
Vs) No. 5142
)
J.G.Allen,)
Mary Allen)

Comes the State of Indiana by Carey W. GAston, Prosecuting Attorney and moves the Court that a bench warrant be issued for the defendants herein J.G. Allen and Mary Allen.

And the Court being fully advised and informed in the premises sustain said motion. And thereupon the Clerk issues the warrant accordingly, and the Court fixes the bond of each of the defendants herein at $500.00.

John R. Bryan et al)
(
Vs.) No. 9094
(
James Bryan et al)

Comes now Edgar M. Blessing Commissioner in the above entitled cause, and files herein his verified financial report as such Commissioner, which report is as follows, to-wit:

"State of Indiana)
(SS
Hendricks County)

Hendricks Circuit Court

January TErm,1918

John Bryan

Vs.

James Bryan et al

Commissioners Financial Report.

Comes now the undersigned Commissioner heretofore appointed by the Court in the above entitled cause to sell real estate and for his financial report says:

That he is chargeable with the following:

1.	With purchase price of land	$300.00
	Total	$300.00

That he is entitled to the following credits:

1.	Allen J. Wilson Taxes	$24.44
2.	A.P.W.Bridges Clk for court costs	$19.65
3.	George R. Harvey Atty fees	$25.00
4.	Edgar M. Blessing Commissioner's fee	25.00

5.	John R. Bryan Adm. of the estate of Elizabeth Bryan,deceased	$205.91
	Total	$300.00

Said Commissioner would further show the Court that the amount of $205.91 was paid to said aboved named Administrator for the reason that said estate has not yet been setteled and that there are claims against said estate unpaid and that there is no property whatever in the hands of said administrator with which to pay said claims, and unless said sum is turned over to this administrator said land will be subject to sale to pay the debts of Elizabeth Byran deceased.

Wherefore your commissioner asks the court to approve this report and that his acts in turning all of the remaining purchase price over to said administrator be approved and confirmed and that he be discharged from his bond and trust.

Edgar M. Blessing Commissioner

Subscribed and sworn to before me this 31st day of JAnuary 1918.

GEo. T. PAttison Notary Public
My commission expires Aug 2nd, 1919.

And the Court having inspected said report and being fully advised in the premises now in all things approves and confirms the same and endorses his approval thereon as follows:"Examined and approved this 2nd day of Feb.,1918. Geo. W. Brill, Judge."

And this cause is adjudged finally disposed of.

Henry Hadley)
(
VS.) NO. 9937
)
John W. Trotter et al (

Come the parties by counsel, and this cause is dismissed by the plaintiff the costs having been paid.

Milo Brady)
(
Vs.) No. 9959
(
The Terre Haute,Ind'pls, &)
Eastern Traction Co. (

Come the parties by counsel and this cause is continued and is set for trial MArch 7th, 1918.

Rholla Proffitt)
(
VS.) No. 9960
(
Verna E. Proffitt)

Comes the defendant in the above entitled cause by counsel and files her petition for allowance pending suit and attorneys fees, which petition is in the words and figures following,to-wit:(Here Insert), and defendant also files her answer and cross-complaint, which answer and cross-complain is in the words and figures following, towit: (Here Insert).

Laura L. Grissom)
(
VS.) No. 9962
(
Indianapolis Traction &)
TErminal Company & C.C.C.& (
St. L. Ry. Company.)

Come the parties by counsel and this cause is continued to the March TErm and is set for trial March 11th, 1918.

And Court adjourned until 9 oclock A.M. Monday February 4th,1918.

Record read and signed in open Court.

Geo. W. Buel Judge.

Monday Morning February 4th,1918

Court met pursuant to adjournment

Pres. Hon. Geo. W. Brill, Judge.

And Court adjourned until 9 oclock A.M. tomorrow

Record read and signed in open Court.

Geo W Brill

Judge

Tuesday February 5th,1918 and the 26th day of the January Term,1918.

Tuesday Morning February 5th,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W. Brill, Judge.

State of Indiana)
)
Vs.) No. 5142
)
J.G.Allen,)
Mary Allen)

Comes now the State of Indiana by Carey W_ Gaston, Prosecution Attorney and comes also the defendant Mary Allen into open Court in her own proper person and says her age is 23 years, and upon being arraigned on the affidavit in this cause for plea says she is Not Guilty.

Rosa C. Ritenour)
)
Vs.) No. 9880
)
John F. Wagner)

Come the parties by counsel and plaintiff files written dismissal of this cause, which dismissal is in the words and figures as follows,to-wit: (Here Insert), and this cause is now dismissed, the costs having been paid.

Milo West)
)
Vs.) No. 9984
)
Virgil Barrow)

Comes now the plaintiff by counsel and files his complaint,which is in the words and figures following, to-wit:(Here Insert), and plaintiff moves the Court that a summons be issued for the defendant Virgil Barrow to the Sheriff of Putnam County, and that the same be made returnable on the 4th day of March 1918, and the Court sustains said motion and said summons is now issued accordingly.

Tuesday February 5th,1918 and the 26th day of the January Term,1918.

Elizabeth Cooley)
)
Vs.)
)
Indianapolis Tr. & Ter. Co.) NO. 9923. Costs for trial of cause on change of Venue.

State of Indiana, Hendricks County, SS:

I, Geo.W.Brill, Judge of the 55th, Judicial Circuit of Indiana, and Judge of the Hendricks Circuit Court of said State, in which the above and foregoing case was tried, adjudicated and disposed of having this day examined the foregoing account in favor of the County of Hendricks and against the County of Marion in said State, and having heard record and other evidence touching the same, and being advised as to the law in reference thereto;

It is by me ordered and adjugded that said account is in all things correct, and the amount thereof, to-wit: Forty-two Dollars and Fifty Cents, in the case of Elizabeth Cooley Vs. Indpl's Tr. & Ter. Co. is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against said County of MArion in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said state, in favor of said County of Hendricks and this shall be his sufficient voucher and authority for so doing.

Geo. W. Brill, Judge

55th Judicial Circuit of

Indiana.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo W Brill

Judge.

Wednesday Morning February 6th,1918

Court met pursuant to adjournment

Pres. Hon. Geo. W. Brill, Judge.

John S. Spann & Co.)
)
Vs.) No. 9973 Judgt. Vs. Defts. for $482.55 and costs.
)
Harry F. Taylor and) J.D. 13 Page 89.
Asher B. Evans.

Comes now the plaintiff in the above entitled cause by counsel, and this cause being at issue the defendants herein Harry TAylor and Asher B. Evans are now on order of the Court by the Sheriff three times loudly called in open Court and come not but herein wholly make default.

And thereupon this cause is submitted to the Court for trial,finding judgment and decree without the intervention of a jury.

And the Court having heard the evidence and being fully advised and informed in the premises finds for the plaintiff and against the defendants that there is due the plaintiff from the defendants on the note sued on Principal,interest and attorneys fees the sum of $482.55 and costs,without any relief from valuation or appraisement laws.

It is therefore considered and adjudged by the Court that the plaintiff herein recover of and from the defendants herein the sum of $482.55 together with his costs and charges in this behalf laid out and expended taxed at $_____and_____cents, all without relief from valuation and appraisement laws.

Howard Little et al)
)
Vs.) No. 9957
)
Melissa Ward et al.)

Comes now the plaintiffs in the above entitled cause by counsel,and move the Court that an alias Non-resident notice be published for the defendant Edward Pierson, and that the same be made returnable on the 8th, day of April,1918, and the Court sustains said motion and said notice is published accordingly in the "PLainfield Messenger."

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo. W. Brill Judge.

Thursday February 7th,1918 and the 28th day of the January TErm,1918.

Thursday Morning February 7th,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W. BRill, Judge.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo. W. Ball Judge.

Friday February 8th,1918 and the 29th day of the January Term,1918.

Friday Morning February 8th,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W. Brill, Judge.

John T. Sawyer)
)
Vs.) No. 9954
)
J.W.Haase)

Comes now the defendant in the above entitled cause by counsel, and files his verified motion and reasons for continuance, which motion and reasons are in the words and figures following, to-wit:(Here Insert) and the Court being fully advised and informed in the premises sustains said motion and this cause is continued at costs of the defendant And defendant files motion to produce books and papers, which motion is as follows,to-wit: (Here Insert). And comes the plaintiff by counsel and asks permission of the Court to amend "Exhibit A", and the Court gives permission to amend and "Exhibit A" is amended to conform to original note.

Jesse Thompson)
)
VS.) No. 9963 Judgt. VS. Plff. for costs.
)
Indianapolis Traction & Terminal Company.) J.D. 13 Page 90.

Come the parties by counsel and this cause is dismissed the costs taxed against the plaintiff.

It is therefore ordered and adjudged by the Court that the defendant Company herein recover of and from the plaintiff herein its costs and charges laid out and expended in this behalf taxed at $____and____cents.

Anna E.E.Edwards, Administratrix of)
the Estate of Mont O.Edwards,deceased.)
)
VS.) No. 9806
)
Vandalia Railroad Company)

Comes the defendant Company herein by counsel and files its praecipe for transcript for appeal to the Supreme Court which said praecipe is in the words and figures as follows, to-wit:(Here Insert).

Friday February 8th,1918 and the 29th day of the January Term,1918.

And Court adjourned until 9 oclock A.M. to-morrow.

Record readdand signed in open Court.

Geo.W.Brill Judge.

Saturday February 9th,1918 and the 30th day of the January Term,1918.

Saturday Morning February 9th,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W Brill, Judge.

In the Matter of the
Hendricks County Counsel of Defense.

I, George W. Brill, Judge of the Hendricks Circuit Court having received the Resignation of Prof. T.T.Martin as a member of the Board of Hendricks County Counsel of Defense and it being necessary to accept the same on acccunt of Prof. T.T.MArtin leaving the State I now therefore as Judge of the Hendricks Circuit Court do name and constitute Prof. J.P.Snodgrass as a member of said Board of Hendricks County Counsel of Defense to fill said vacancy and to serve during the War between the United States of America and Germany.

In Witness Whereof I have hereunto set my hand and caused the Seal of this Court to be affixed,this 9th. day of February, 1918.

(Seal) Geo. W.Brill

Judge Hendricks Circuit Court.

Saturday February 9th,1918 and the 30th day of the January TErm,1918.

And Court adjourned until 9 oclock A.M. Monday February 11th,1918

Record read and signed in open Court.

Geo W Brill

Judge.

Monday FEbruary 11th,1918 and the 31st day of the January TErm,1918.

Monday Morning FEbruary 11th, 1918

Court met pursuant to adjournment

Pres. Hon. GEo.W.Brill, Judge.

Grace E.Carter)
)
VS.) No. 8467
)
Charles B.Carter)

Comes now the plaintiff in the above entitled cause by counsel,and files reply to defendants'return and answer, which reply is in the words and figures following, to-wit: (Here Insert).

Kathleen McKee, by her next friend)
Anna H.Sullivan.)
)
Vs.) No. 9922
)
Louisa M.RAinier et al.)

Comes now the plaintiff in the above entitled cause by counsel, and files motion and reasons for a new trial, which motion and reasons are as follows, towit:(Here Insert).

Esther Triplett)
)
VS.) No. 9936
)
George W. Triplett)

Comes now the plaintiff by counsel and moves the Court that an alias summons be issued for the defendant George W. Triplett to the Sheriff of MArion County,Indiana, and that the same be made returnable on the 4th day of March 1918, and the Court sustains said motion and said summons is now issued accordingly.

Pauline W.Walther)
)
Vs.) NO. 9848 Order approving Sale.
)
Oswald Walther, et al.)

Comes now Rudolph J. Roller, a commissioner heretofore appointed and files appointment of appraisers, appraisement and report of the sale of the following described real estate situate in the county of Marion, State of Indiana, to-wit:

Lot number eighteen (18) in Susanna Rost's subdivision of part of Block fifteen (15)

in Fletcher's subdivision of Blake Grove addition to the City of Indianapolis,
in this proceeding ordered sold which appointment of appraisers,appraisement and report read as follows:(Here Insert), from which it appears, and the Court so finds, that after giving notice of the sale of said real estate, which said notice of sale as published in the Indianapolis News, a newspaper of general circulation in the city of Indianapolis, in the County of Marion,Indiana, and the posting of notices are in the words and figures as follows:(Here Insert), and having the same duly appraised as required by the order of this court, authorizing such sale, said commissioner sold the same at private sale, to Louis E. Hoffmannand Mary Hoffmannfor the sum of Forty-five Hundred ($4500.00) Dollars, that being the highest and best bid received,and the full appraised value thereof; that said purchasers paid the full sum of said pirchase price, to-wit: the sum of Forty-five Hundred ($4500.00) Dollars, and the court being sufficiently advised in the premises, now in all things approved said report and ratifies and confirms sais sale; and said commissioner is ordered to execute to said purchasers a deed for said real estate, and now said commissioner reports such deed, and the same being examined,isappnoved by the Court and delivered to said purchasers, and the court further finds that said real estate was sold by said commissioner to Louis E.Hoffmann and MAry Hoffmannto be free of any and all liens and incumbrances and the said commissioner is ordered and directed to pay off and discharge all liens and incumbrances on real estate so sold.

And this cause is continued for further report of said commissioner.

Pauline W.Walther)
)
Vs.) No. 9848
)
Oswald Walther, et al) Commissioners Report of Sale of Real Estate.

The undersigned commissioner, appointed in the above entitled cause to make sale of the real estate hereinafter described,respectfully reports that pursuant to the order in said cause entered, he had an appraisement made of said real estate by Leonard Quill and Vincent H.Mercurio, two disinterested householders of Marion County, Indiana, who were duly chosen to make the same, and same was appraised by said appraisers at $4500.00, a copy of which appraisement is filed herewith and made a part of this report.

That said commissioner gave notice of the time, terms and place of the sale of such real estate, by three publications in the Indianapolis News, a daily newspaper of general circulation, printed and published in MArion County, Indiana, the last of which publications was so made on the 23rd day of July,1917, and by posting like notices of such sale on

the 9th day of July,1917, at five public places in Center Township, said county wherein said real estate is situate, a copy of the notice is given, and proof of the said posting and publication thereof being hereto attached and made a part of this report. That on the 6th day of August 1917, being the time fixed for such sale, and at the place in said notice specified, said commissioner offered said real estate for sale at private sale and Louis E.Hoffman and Mary Hoffman, having then and there bid therefor the sum of Forty-five Hundred ($4500.00) Dollars, and that being the highest and best bid received and the full appraised value thereof, said commissioner subject to the approval of this Court, sold to said Louis E.Hoffman and Mary Hoffman, for said sum, the real estate so ordered sold and described as follows, to-wit:

Lot numbered eighteen (18) in Susanna Rost's Subdivision of part of Block fifteen (15), in Fletcher's Subdivision of Blake Grove Addition to the city of Indianapolis, County of Marion,Indiana.

That said purchasers have complied with the terms of such sale, by paying in cash the full sum of said purchase price, to-wit: the sum of Forty-five Hundred ($4500.00) Dollars. That thereupon the said commissioner issued to said purchasers a deed to the real estate purchased, free of all liens and incumbrances, which said commissioner now brings into court and asks this court to approve the same.

And said commissioner now brings into Court the proceeds of such sale, and prays that he be authorized to discharge all liens, including mortgage, now on said real estate, and that his acts in the premises may be approved.

Rudolph J. Roller Commissioner.

Subscribed and sworn to before me a Notary Public this 7th day of February,1918.

(Seal) Summer Clancy Notary Public.
My Commission expires July 28, 1919.

Publisher's Affidavit

Notice is hereby given that the undersigned commissioner, appointed in an action for partition filed in the Marion superior court, room 5, and venued to the Hendricks County Circuit Court, wherein Pauline Walther is plaintiff and Oswald Walther,Railroadmen's Building and Savings Association, Lula M.Cook and Christina Goett are defendants, for the partition of certain real estate therein described, to sell the real estate described in the complaint in said cause, said cause being numbered 9848 upon the dockets of the said Hendricks County Circuit Court, that I will as such commissioner, on the 6th day of August,1917, at 9 o'clock A.M. of said day, and from day to day thereafter until sold, offer at private sale at the office of the commissioner, 811 K.of P. Building, in the city of Indianapolis, Ind., to the highest and best bidder the following real estate, situated in the County of MArion,State of Indiana, to-wit:

Lot No. 18, in Susanna Rost's subdivision of part of block 15, in Fletcher's subdivision of Blake Grove addition.

Also Lot No. 17, in Susanna Rost's subdivision of part block 15, in Fletcher's subdivision of Blake Grove addition.

Said real estate will be sold for cash for not less than its full appraised value, subject to the mortgages now a lien on each parcel of real estate, and free from all other liens.

Rudolph J. Roller Commissioner.

July 9, 1917.

State of Indiana)
) SS:
Marion County)

Personally appeared before the undersigned, Frank T. Carroll, Advertising Manager of "The Indianapolis News", a Daily Newspaper of general circulation, printed and published in the English language, in the City of Indianapolis, in the Court aforesaid, who being duly sworn, upon his oath, saith that the notice, of which the attached is a true copy,was duly published in said paper for Three(9-16-23) weeks successively by publication once a week on three successive Mondays, the first of which publication was on the 9th day of July 1917, and the last on the 23rd day of July 1917.

Frank T.Carroll
Advertising Manager The Indianapolis News.

Subscribed and sworn to before me, this 26th day of July 1917.

(Seal) John A. Clark Notary Public.
My Commission expires June 5, 1920.

State of Indiana)
)SS: In the Hendricks County Circuit Court.
County of Hendricks)

Pauline W. Walther)
)
VS.)
) Cause Number 9848.
Oswald Walther)
Railroadmen's Building and)
Savings Association,)
Lula M.Cook,)
Christina Goett)

Rudolph J. Roller, Commissioner, heretofore appointed by this Court to make sale of the real estate described in plaintiffs complaint and described as follows:-

Lot Numbered Eighteen (18) in Susanna Rost's subdivision of part of Block fifteen (15) in Fletcher's subdivision of Blake Grove Addition.
ALSO
Lot Numbered Seventeen (17) in Susanna Rost's subdivision of part block fifteen (15) in Fletcher's subdivision of Blake Grove Addition.
does hereby appoint, Leonard M.Quill and Vincent H. Mrecurio, two disinterested free holders and householders of the neighborhood where said property is located, and said appraisers are requested to make their appraisement and report their appraisement on or before August 1st, 1917.

And comes now said appraisers and accept said appointment, this 4th day of July,1917.

Rudolph J. Roller Commissioner.

State of Indiana)
) SS:
County of Marion)

Leonard M.Quill and Vincent H. Mercurio, the above named apprasiers being duly sworn upon theor oath, say that they will truly, honestly and impartially appraise the real estate described in the appointment made Rudolph J.Roller, Commissioner herein, at the fair cash value thereof to

the best of their judgment.

(Leonard M.Quill
Appraisers.)
(Vincent H. Mercurio

Subscribed and sworn to before me this 4th day of July,1917.

(Seal)Nell Ince Notary Public.
My Commission expires June 17,1919.

State of Indiana)
) SS:
County of Marion)

The undersigned selected and appointed by Rudolph J. Roller, Commissioner, as shown by the foregoing appointment to appraise the real estate therein set forth and described, having been duly sworn, report that after due examination of the premises, we are of the opinion that the real estate known as

Lot Numbered Eighteen (18) in Susanna Rost's subdivision of part of block fifteen (15) in Fletcher's subdivision of Blake Grove Addition.
is worth Forty-five Hundred ($4500.00) Dollars; and that the real estate known as:

Lot numbered Seventeen (17) in Susanna Rost's subdivision of part of block fifteen (15) in Fletcher's subdivision of Blake Grove Addition
is worth Twenty-seven Hundred and Fifty ($2750.)Dollars.

(Leonard M. Quill
Appraisers. (
(Vincent H. Mercurio

Appraisement approved this 11th day of February,1918.

Geo. W. Brill, Judge.

Subscribed and sworn to before me this 9th day of July,1917.

(Seal) Nell Ince Notary Public
My commission expires June 17, 1919.

State of Indiana)
)
County of Hendricks) SS: Hendricks Circuit Court
No. 9848.

Pauline W.Walther)
)
Vs.) Proof of Posting.
)
Oswald Walther, et al)

Rudolph J. Roller, being first duly sworn on oath, states that he has heretofore been appointed commissioner to make sale of the real estate described in the complaint in this cause,and described in the order of Court directing the sale to be made,and that he gave notice of the time and terms and place of sale,by posting up notices of said sale at the following places:

One at 452 North Gray Street,
One at 830 State Life Building,
One on post at corner of Michigan and Gray Streets,
One on post at corner of Washington and Gray Streets,

all in the City of Indianapolis, Center Township, Marion County, Indiana, a copy of which said notices is hereto attached and made a part hereof, and one notice at the West door of the Marion County Court house, North-east corner of Washington and Delaware

Streets in the City of Indianapolis, Ind. Said affiant says that in all he posted up five notices and that all of said notices were posted in the City of Indianapolis,Center Townahip, MArion County, Indiana, where said property is located, and near thereto.

And further affiant sayeth not.

Rudolph J. Roller

Subscribed and sworn to before me a Notary Public this 7th day of February, 1918.

(Seal) Sumner Clancy Notary Public.
My Commission expires July 28th,1919.

Notice of Commissioner's Sale.

NOTICE is hereby given that the undersigned commissioner,appointed in an action for partition filed in the Marion Superior Court, Room 5, and venued to the Hendricks County Circuit Court, wherein Pauline Walther is plaintiff and Oswald Walther, Railroadmen's Building and Savings Association Lula M. Cook and Christina Goett are defendants, for the partition of certain real estate therein described, to sell the real estate described in the complaint in said cause, said cause being numbered 9848 upon the dockets of the said Hendricks County Circuit Court, that I will as such Commissioner, on the 6th day of August,1917, at 9 o'clock A.M. of said day and from day to day thereafter until sold, offer at private sale at the office of the Commissioner, 811 K. of P. building, in the city of Indianapolis, Ind, to the highest and best bidder the following real estate, situated in the Court of Marion, State of Indiana, to-wit:

Lot No. 18 in Susanna Rost's subdivision of part of block 15, in Fletcher's subdivision of Blake Grove addition.

Also Lot No. 17, in Susanna Rost's subdivision of part block 15, in Fletcher's subdivision of Blake Grove addition.

Said Real Estate will be sold for cash for not less than its full appraised value, subject to the mortgages now a lien on each parcel of real estate, and free from all other liens.

Rudolph J. Roller Commissioner.

July 9, 1917.

And Court adjourned until 9 oclock;A.M. to-morrow.

Record read and signed in open Court.

Geo. W. Dill Judge.

Tuesday Morning FEbruary 12th,1918.

Court met pursuant to adjournment.

Pres. Hon. Geo. W. Brill, Judge.

Zimri E.Dougan,Administrator of the Estate of Mary A.Jones,deceased.)
Vs.) No. 9916.
Allen E. Jones.)

Comes now the plaintiff in the above entibled cause by counsel and files motion for change of venue from the Judge, which motion is in the words and figures following, to-wit:(Here Insert), and the Court being fully advised and infprmed in the premises sustains said motion and the Hon. John M.RAwley of the Clay CirCuit Court of Indiana is appointed special Judge to try this case.

Zimri E. Dougan, Administrator of the Estate of Mary A. Jones,deceased)
Vs.) No. 9917.
Thomas B. Jones.)

Comes now the plaintiff in the above entitled cause by counsel and files motion for change of venue from the Judge, which motion and reasons are in the words and figures following, to-wit:(Here Insert), and the Court being fully advised in the premisss sustains said motion and the Hon. John M.Rawley of the Clay Circuit Court of Indiana is appointed special Judge to try this case.

Lura M. Crawley)
Vs.)
Job Cowley, Thomas Cowley, Mary Williams, William W.Williams, Sadie Hott, James Hott, Benjamin Kessler, Jennie Kessler, and Job Cowley,as Administrator of the estate of John Cowley,deceased.) No. 9974

Comes now the plaintiff Lura M.Crawley, by Enloe and Wilson her attorney and files her answer to the cross-complaint of the defendants herein, which said answer is in the words and figures following, to-wit:(Here Insert).

And now come all the parties hereto, both plaintiff, and defendants, by their counsel, and on the joint motion of all parties, this cause is

submitted to the Court for trial finding and decree, both upon the complaint of the plaintiff, and the answer of the said defendants thereto, and upon the cross-complaint of the defendants, and the plaintiffs answer thereto, and the Court having heard the evidence and being sufficiently advised in the premises now does say and find: That one John Cowley departed this life, intestate, at Hendricks County, Indiana, on or about the 5th day of December 1917, seized, in fee simple, of the following described lands, to-wit:

The West half of the Southwest quarter of Section one (1);- The South half of the Northwest quarter of Section one (1), excepting a strip seven (7) rods wide off of the East end therefo, beginning at the North line of said half quarter and extendeing to within one (1) rod of the south line of said half quarter;- also five (5) acres off of and across the entire south end of the north west quarter of the northwest quarter of Section one (1); also a strip one (1) rod in width off of the south side of the north east quarter of section one (1), extendeing from the west line of said quarter to the Danville and Pittsboro Highway;- also about twenty-two and one half (22 1/2) acres off of the South end of the east half of the north east quarter of section two (2) and bounded as follows beginning at the south east corner of said half quarter and running thence north on the east line thereof forty-four (44) rods and eleven (11) feet to a public drain,-thence in a southwesterly direction some rods, and thence in a northwesterly direction, all with the line of said drain, to the west line of said half quarter, at a point fifty-three (53) rods and eight (8) feet from the southwest corner of said half quarter; thence South on said west line to the southwest corner of said half quarter; thence east on said south line to the place of beginning; also the northeast quarter of the southeast quarter of section two(2), all in township sixteen (16) North, Range one (1) West.

That he left him surviving the defendants, Job Cowley, and Thomas Cowley, his sons, Mary Williams, Sadie Hott and Jennie Kessler daughters, and the plaintiff Lura M. Crawley a grand daughter, as his only heirs at law- That the said plaintiff and said defendants are the owners, as tenants in common of the above described lands and each of said parties in the owner of the undivided one sixth (1/6) part thereof; That said land is of the probable value of Twenty-five Thousand ($25,000.00) Dollars, and that the same can not be partitioned without manifest prejudice to the interests of the parties therein.

The Court further finds that in the life time of the said John Cowley, the intestate mentioned in plaintiffs complaint, the said John Cowley advanced to his son Job Cowley the sum of Three Hundred fifty ($350) Dollars - to his daughter, Jennie Kessler, the sum of Eight hundred ($800.)Dollars,- to his daughter, Sadie Hott, the sum of Eight Hundred ($800.) Dollars, and to his granddaughter,Lura M. Crawley the sum of Two Hundred fifty ($250.) Dollars, and the Court further finds that the personal estate left by said decedent is not sufficient to adjust and equalize said advancements.

The Court further finds that no part of said lands will be needed to be sold to make assets to pay the debts of said decedent.

It is therefore, considered adjudged and decreed by the Court, that the said real estate, to-wit:

The West half of the Southwest quarter of Section one (1);- the South half of the northwest quarter of section one (1), excepting a strip seven (7) rods wide off of the east end thereof, beginning at the north line of said half quarter and extending to within one (1) rod of the south line of said half quarter; also five (5) acres off of and across the entire south end of the northwest quarter of the northwest quarter of Section

one (1);- also a strip one (1) rod in width off of the south side of the northeast quarter of section one (1), extending from th e west line of said quarter to the Danville and Pittsboro Highway;- also about twenty-two and one half (22 ½) acres off of the south end of the east half of the north east quarter of section two (2) bounded as follows: Beginning at the southeast corner of said half quarter and running thence north on the east line thereof forty-four (44) rods and eleven (11) feet to a public drain, thence in a southwesterly direction some rods,and thence in a northwesterly direction, all with the line of said drain, to the west line of said half quarter, at a point fifty-three (53) rods and eight (8) feet from the southwest corner of said half quarter; thence south on said west line to the southwest corner of said half quarter; thence east on said south line to the place of beginning; also the north east quarter of the southeast quarter of section two (2), all in township sixteen (16) North, Range one (1) West. be appraised as provided by law, and that the same be sold at private sale, for not less than the appraise value thereof, and upon the following terms, to-wit: One third (1/3) part of the purchase price, cash in hand on day of sale,- one third part in 9 months, and one-third part in 18 months from day of sale, the purchaser executing his notes for deferred payments, bearing six per cent interest from date of sale, waiving valuation and appraisement laws, and providing for attorneys fees, and upon confirmation of said sale, said notes to be secured by mortgage upon the premises sold.

It is further ordered adjudged and decreed by the Court, that Dayton McConaha be, and he is hereby appointed as Commissioner to make sale of said real estate, and that he give bond, as such commissioner, in the sum of Thirty five Thousand Dollars, with surety to be approved by the Court.

It is further ordered, adjudged and decreed by the Court that the said Commissioner give notice of not less than thirty days, by three publications in the "Hendricks County Republican", of the time, place, and terms of said sale, and if no satisfactory bid for said lands shall be then and there received, that said sale may be continued from day to day thereafter, until sold, or otherwise ordered by the Court.

It is further ordered adjudged and decreed by the Court that upon the sale of said property hereunder he shall report said fact to this Court for its approval thereof.

It is further ordered, adjudged and decreed by the Court, that from the proceeds of such sale the costs of thisaction be first paid, including the fees and compensation of said Commissioner and a reasonable fee to his attorney herein, and that the balance of the funds arising from such sale be paid to the parties hereto , owners of said land, as herein found, taking into account the said advancements as hereinbefore set out and found, and that said Commissioner make a full and detalied report of his doings herein, and day is given.

In the Matter of the Guardianship of)
Harvey Gentry, Old and infirm.) No. 9982

Comes now James Buchanan and files his petition to have a Guardian appointed for Harvey Gentry, a person alledged to be old and infirm and incapable of managing his estate, which petition is as follows, to-wit:(Here Insert). And it appearing by the return of the Sheriff that said Harvey Gentry has had ten days notice of this proceeding which notice with the Sheriff's return indorsed thereon are in words and figures as follows, to-wit:(Here Insert). And now said cause coming on for trial and the Court being satisfied from sworn testimony of witnesses that the said Harvey Gentry cannot without injury to his health, be produced in Court at this trial, his personal appearance is hereby dispensed with. And now the Clerk of this Court files answer for the said Harvey Gentry, denying the allegations of said petition, which answer is as follows, to-wit:(Here Insert), and now this cause being at issue, the Court, without the intervention of the jury, proceeds to hear said cause. And the Court having heard the evidence and being fully advised and informed in the premises finds that said Harvey Gentry is old and infirm and incapable of transacting his business and affairs, and that a Guardian should be appointed as prayed for in said petition. And now the Court appoints James M. Gentry Guardian for the said Harvey Gentry, and now the said James M. Gentry accepts said appointment and tenders his bond in the sum of $1700.00 with James Buchanan and S.R.Stewart as surety thereon. And the Court now approves said Bond and indorses his approval thereon, which bond, with the Court's approval endorsed thereon is in the words and figures as follows, to-wit:(Here Insert). And now James M.Gentry files his inventory which inventory is in words and figures as follows,to-wit:(Here Insert)

And now said Guardian files his petition praying for an order of Court ordering and directing him to sell the personal property of said ward at public auction after ten days notice the same to be posted in at least ten public places in the neighborhood, which petition is in words and figures as follows, to-wit:(Here Insert)

And the Court having examined said petition and being sufficiently advised and informed in the premises finds that said petition should be granted, and now approves the same and hereby orders and directs said guardian to sell at public auction, after ten days notice, which notices shall be posted in at least ten public places in the neighborhood, said sale to be made as follows on sum of $5.00 and under cash in hand. On all sums over $5.00 a credit of six months may be given the purchaser to give a bankable note with approved security, with 8% interest after maturity, and make due report of said sale to the Court for its approval.

All of which is finally adjudged and decreed by the Court.

Amanda J.Jackson,
Elizabeth Gentry, and
Alice Merritt.

Vs.) No. 9991.

Alice MErritt,Administratrix of the Estate of Mary F.Todd, deceased.) Judgt. Vs. Plffs. for Costs.

J.D. 13 Page 90.

Come now the plaintiffs above named, by SolonA. Enloe, their attorney, and file their complaint herein, for partition of certain lands therein described, which said complaint is in the words and figures following,to-wit:(Here Insert).

And alsocomes now Alice Merritt, as the Administratrix of the Estate of Mary F.Todd,deceased, and files her answer herein, which answer is in the words and figures following, to-wit:(Here Insert)

And this cause, being now at issue, and all the parties being present in Court, this cause is now on the joint request of all parties hereto submitted to the Court for trial, finding, judgment and decree.

And the Court having heard the evidence, and being now sufficiently advised in the premises, does say and find:- That Mary F.Todd departed this life, intestate, at Hendricks County, Indiana, on or about the 5th day of December 1917; that at the time of her death she was the owner in fee simple, of the following,described lands, to-wit:-

A part of the North half, and also a part of the South half of Section thirty-one (31), Township sixteen (16) North, RAnge one (1) east, and bounded as follows, to-wit: Beginning at the east half-mile stone of said section, and running thence South on the east line of said Sectin four and one-half (4½) rods,- thence West eight (8) rods, thence North four and one-half (4½) rods, thence West, with section bearing, forty-two (42) chains and ninety-two and one-half (92½) links, to the west line of said section, thence North, on said west line, nineteen (19) chains and fourteen (14) links to a stone,- thence east, parallel with the North line of said section, forty-four (44) chains and fifty-three (53) links,to a stone on the east line of said Section,- thence South, on the East line of said Section seventeen (17) chains and thirty-eight (38) links, to the place of beginning, and containing 81.895 acres, more or less.

That she left her surviving, as her sole and only heirs at law, Amanda J.Jackson, Elizabeth Gentry, and Alice Merritt, her daughters who are now the owners as tenants in common, each of the undivided One-third (1/3) part of said lands; That no part of said lands will be needed to be sold to make assets to pay the debts of said decedent,and that said plaintiffs are entitled to have partition of said lands and to have the same set off to them in severalty, in the proportion heretofore stated.

It is therefore considered, adjudged and decreed by the Court that partition be made of said real estate, to-wit:

A part of the North half, and also a part of the South half of Section thirty-one (31),Township sixteen (16) North, Range one (1) east,

and bounded as follows, to-wit: Beginning at the east half-mile stone of said section and running thence South on the east line of said section four and one half (4½) rods, themee West eight (8) rods, thence North four and one-half (4½) rods, thence West,with Section bearing, forty-two (42) chains and ninety-two and one-half (92½) links, to the West line of said section, thence North, on said West line, nineteen (19) chains and fourteen (14) links to a stone,- thence East, parallel with the North line of said section forty-four (44) rods and fifty-three (53) links, to asstone on the East line of said section,- thence South, on the east line of said Section seventeen (17) chains and thirty-eight (38) links, to the place of beginning, and containing 81.895 acres, more or less. among the parties hereto, according to their respective interests as herein found, by setting off to each of said plaintiffs the one-third (1/3) part thereof in value.

It is further considered and adjudged and decreed by the Court that the said plaintiffs pay the costs of this proceeding, in proportion to their respective interests in and to said lands, including a fee of One Hundred ($100.) Dollars, to their attorneys herein.

It is further considered,adjudged and decreed by the Court that Lewis W.Borders, Isaac Foster, and J.P.Johnson be, and they are hereby appointed as Commissioners to partition of said real estate, in accordance with this decree, and that they report their proceedings herein to the next term of this Court, and day is given.

Delia Moran, et al)
Vs.) No. 9956
Thomas R. Corliss, et al)

Comes now the Commissioners heretofore appointed by the Court and file and acknowledge in open Court their verified report as such Commissioners, which report is as follows:

"To Hon. Geo.W.Brill Judge Hendricks Ct. Ct.

In the Cause of Delia Moran et al)
Vs.) No. 9956.
Thomas R. Corliss et al)

We the undersigned, appointed Commissioners to make partition of the lands described as follows:

The South half of the East half of the East half of the Southeast quarter of Section Twenty-three (23) Township Sixteen (16) North, Range One (1) East, containing Twenty (20) acres more or less.

Also, the West half of the Southeast quarter of Section Twenty-four, (24), Township and range aforesaid, containing Eighty (80) acres more or less, except the right of way of the Indianapolis, Cincinnati and Western Railroad, formerly the Indianapolis,Decatur and Springfield Railway across both tracts.

herewith report that the above described land is not susceptible of division without injury to the parties interested, and that for that reaso they have made no partition.

John P.Moran
J.P.Johnson
S.T.Huron.

It is further ordered by the Court that the Fees and charges of the Commissioners be allowed as follows:-

John P. Moran,	$3.00	
Seth T. Huron,	$3.00	
J.P.Johnson ½ day platting land,		$2.50
1 day viewing and making report,		$5.00
livery,		$2.00
		$9.50

The Court, after examining said report and being fully advised in the premises, finds that said report ought to be approved, that the premises described in the order of partition cannot be divided without injury to the parties. That said land ought to be sold and the proceeds divided among the parties as indicated in said order for partition.

It is therefore ordered, adjudged and decreed by the Court that the lands described in the complaint and order of partition, to-wit:-

The South half of the East half of the East half of the South east quarter of Section 23, Township 16 North, Range 1 East, containing 20 acres more or less. Also,

The West half of the South-west quarter of Section 24, Township and Range aforesaid, containing 80 acres more or less, except the right of way of the Indianapolis, Cincinnati and Western Railroad, formerly the Indianapolis, Decatur & Springfield Railway, across both tracts.
be sold and the proceeds derived from said sale be partitioned among the parties as indicated in the order of partition; and for the purpose of making sale of said premises, John Weir is appointed a Commissioner to sell said land. Said Commissioner is ordered to sell the same at private sale for not less than the appraised value thereof, after giving notice required by law for sale of lands on execution. Said Commissioner is authorized to sell said land, as a whole or in parcels, for one-third cash; one-third in six months, and one-third in twelve months from date of sale; the deferred payments to be secured by first mortgage on the land sold. And Seth T.Huron and Ed Blair,two disinterested freeholders, are appointed as appraisers to fix the value of said premises. And said appraisers are ordered to make their report on the first day of the next term of Court.

Anna E.E.Edwards,Administratrix of the Estate of Mont O.Edwards,
VS. No. 9806.
Vandalia Railroad Company.

Motion of the Pittsburg,Cincinnati,Chicago and St.Louis Railroad Company to be substituted as a party defendant in the place and stead of Vandalia Railroad Company.

The Pittsburg,Cincinnati,Chicago and St.Louis RAilroad Company respectfully shews to the Court that it is a consolidated corporation duly organized and existing under and by virtue of the laws of the States of Pennsylvania, West Virginia, Ohio,Indiana, and Illinois, having been formed by a written agreement of consolidation bearing date Sept. 28th, 1916, duly and lawfully made and entered into by and between Vandalia Railroad Company, then a consolidated corporation duly organized and existing under and by virtue of the laws of the States of Indiana, and Illinois, and other railroad and railway corporations owning and operating railroads inthe State of Indiana, which agreement of consolidation and the consolidation of the railroads named therein became effective on the first day of January,1917; that by virtue of said consolidation said The Pittsburg, Cincinnati,Chicago and St.Louis RAilroad Company has become and now is the successor in title and interest to each of said constituent companies, including Vandalia Railroad Company, defendant in the above entitled cause, and now is, and ever since said first day of January,1917, has been the owner,in possession of, and operating all of the lines of railroad, tracks, locomotives, cars, property, property rights, premises,franchises, agreements, contracts,priviledges, and rights of every kind and character whatsoever then and theretofore owned by and belonging to the said Vandalia Railroad Company and said other constituent companies, and subject to the lawful liabilities and obligations of said Vandalia Railroad Company.

THE PITTSBURG,CINCINNATI,CHICAGO & ST.LOUIS RAILROAD COMPANY
BY Pickens, Moores, Davidson and Pickens.
its attorneys.

→* See Page 295 for Consolidated Entry in This Book ←*

MAry J. Christie, et al
Jennie C.Hadley,
Lou Anna Timmons. No. 9961. Judgt. Vs. Plffs. for costs.
Vs. Judgt. Vs. Deft. for $950.00. J.D. 13 Page 90.
Paul K. Christie.

Come now the plaintiffs and this cause being at issue on the default of the defendant heretofore taken the same is now submitted to the Court for trial finding and decree without the intervention of a jury, and the Court having heard the evidance and being duly advised in the premises finds; that the plaintiffs and defendant are the owners in fee simple, as tenants in common, of the real estate described in the complaint in the above entitled cause of action; that the plaintiff Mary J.Christie is the owner in fee simple of the undivided one-third of said real estate; and that the plaintiffs, Jennie

C.Hadley and Lou Anna Timmons and the defendant, Paul K.Christie are each the owners in fee simple of the undivided two-ninths of the said real estate described in the complaint herein.

The Court further finds that in the life time of Thomas J.Christie the intestate mentioned in plaintiffs' complaint, the said Thomas J. Christie advanced to his son Paul K.Christie the sum of $5000.00 as set out in said complaint; that there is not sufficient personal property out of which to adjust said advancement, and that the partition and division of said real estate is to be equalized by taking into account in such partition the said sum so advanced to the said Paul K. Christie.

The Court further finds that the said Paul K. Christie has had the real estate described in the complaint rented for the year of 1917 and that a reasonable rental value therefor is the sum of $5.00 per acre and that the plaintiffs are entitled tohave and recover of and from the defendant Paul K.Christie the sum of $930.00 for the rental of said farm.

The Court further finds that the parties hereto are entitled to have said real estate partitioned and to have the same set apart to them, in severalty, in the proportions herein before stated.

it is therefore adjudged and decreed by the Court that the plaintiffs have and recover from the defendant herein the sum of $930.00.

It is further considered, adjudged and decreed by the Court that partition be made of said real estate, situate in Hendricks County, State of Indiana, described as follows, to-wit: The West half of the Northwest quarter; the East half of the Southwest quarter and the Northwest quarter of the Southwest quarter of Section 14, Township 15 North, Range 2 west, except 14 acres off of and across the entire West side of the said North west quarter of the Southwest quarter of said Section, Township and Range aforesaid.

Also the undivided 1/6 of the Northeast quarter of the Southeast quarter of Section 10, township 15 North, RAnge 2 west.

It is further adjudged and decreed that the parties hereto pay the costs of this proceeding share and share alike, including the sum of $____ attorney Fees for plaintiffs' attorney.

It is further ordered adjudged and decreed by the Court that John W. Ader, John Moran and Jesse P.Johnson be and they are hereby appointed Commissioners to make partition of said real estate in accordance with this decree and that they make report of their proceedings at the March Term of the Hendricks Circuit Court 1918.

GENERAL COURT ALLOWANCE:-

Ordered by the Court that the following sums be allowed and paid out of the funds specifically set apart for that purpose on account of the expense of the January Term, 1918, of the Hendricks Circuit Court, to-wit:

James W. Gentry, Drawing Jury Jan. Term,1918.	15.00
John C. Taylor, " " " " "	15.00
Carl A. Tucker, Petit Juror,	13.70
Oscar F. McConnaha " "	11.00
Henry Beckley " "	10.10
Chas. E. McClain " "	10.10
Roy Hodson " "	8.70
Virgil S. Watson " "	11.30
Aubrey Williams " "	17.90
Oscar G. Waddle " "	11.10
GroVer Price " "	11.10
F.R. McClain " "	10.30
MArtin Hession " "	18.90
John E.PArker " "	13.10
A.P.W.Bridges, Fees Jan. Term,	83.70
Robert Hufford, Sheriff Jan. Term,	160.50
Chloe Minnick, Official Court Reporter,	40.00

Anna E.E.Edwards, Administratrix of the Estate of Mont O: Edwards)
VS.) No. 9806.
Vandalia Railroad Company.)

Comes now the Pittsburgh,Cincinnati,Chicago and St.Louis Railroad Company and files its written motion for leave to be substituted as a party defendant in the place and stead of VAndalia Railroad Company, which motion is in the words and figures following to-wit:(Here Insert)

And the Court having examined said motion, and being duly and sufficiently advised in the premises,

IT IS THEREFORE ORDERED, That the said The Pittsburgh,Cincinnati,Chicago and St.Louis Railroad Company be, and said Company hereby is,substituted as a party defendant in the place and stead of Vandalia Railroad Company, with all and singular the rights,privileges and benefits, and subject to all lawful liabilities and obligations of said Vandalia Railroad Company as defendant herein, in like manner, and with the same effect as though said company had been defendant in the complaint herein in place of said Vandalia Railroad Company.

AND IT IS FURTHER ORDERED, That the said The Pittsburgh,Cincinnati,Chicago and

Stl Louis RAilroad Company be, and said company hereby is, given leave to adopt as its own any and all answers, pleadings, and motions filed herein and proceedings had or taken herein by said Vandalia Railroad Company, together with all benefit and advantage thereof, and of any defense or defenses therein set up, and of the appeal granted herein and of the deave granted to file bills of exceptions and appeal bond herein, and to make and conduct herein its own name and behalf, or in the name and behalf of said Vandalia Railroad Company all such other and further defenses as said The Pittsburgh,Cincinnati,Chicago and St. Louis Railroad Company or said Vandalia Railroad Company might or may he properly entitled as defandants in this cause to make and conduct.

And now said The Pittsburgh,Cincinnati,Chicago and St. Louis Railroad Company files its appeal bond herein in accordance with the order of the Court heretofore entered herein granting the Vandalia Railroad Company leave to file its appeal bond in the penal sum of Twenty-five Thousand Dollars ($25,000.00) with The Guarantee Company of North America as surety thereon, which bond is approved, and is in the words and figures following,to-wit: (Here Insert).

O.K. Wymond J. Beckett Atty. for Plff.

O.K. Pickers,Moores,Davidson & Pickens Attys. for Deft.

E.R. Robard's Bank)
)
Vs.) No. 9919. Judgt. Vs. Defts. for $93.25 and Costs.
)
Oral Kelly,)
M. Ernest McHaffie) J.D. 13 Page, 94

Comes now E.R. Robard's Bank by E.M. Blessing, its attorney, and it appearing to the Court that the defendants Oral Kelly and M.Ernest McHaffie have been served with summons more than ten days prior to the date fixed by the Court for the return thereof and of the hearing herein of this matter as the same is shown by the writ of summons, directed to be issued herein to the Sheriff of Hendricks and Putnam Counties,Indiana, for said Oral Kelly and M.Ernest McHaffie, and the Sheriff's return endorsed thereon, which summons and the said endorsement of return of said Sheriff are in the following words and figures,to-wit:(Here Insert). And now the defendant McHaffie files answer of suretyship, which is in the words and figures following,to-wit: (Here Insert).

And now said defendant Oral Kelly being three times loudly called in open Court, come not, but herein wholly make default.

And now this cause, being at issue is subm tted to the Court for trial, finding judgment and decree without the intervention of a jury.

And the Court having heard the evidence, and being fully advised and informed in the premises finds for the plaintiff on its complaint and against

the defendants, and that there is due the plaintiff, from the defendants of principal, interest and atternye's fees, on the note sued on herein, the sum of Ninety-three dollars and twenty-five cents ($93.25), without relief. The Court further finds that M.Ernest McHaffie is surety.

It is therefore considered and adjudged by the Court that the plaintiff herein recover of and from the defendants herein Oral Kelly as principal and M.Ernest McHaffie as surety the sum of Ninety-three Dollars and twenty-five cents, ($93.25), together with its costs and charges in this behalf laid out and expended, taxed at $___ and___cents, all without relief from valuation and appriasement laws, and that execution shall first be issued against the property of Oral Kelly, and his property be exhausted before levy is made upon the property of M.Ernest McHaffie.

Tuesday February 12th,1918 and the 32nd day of the January Term,1918.

Ordered by the Court that all cases both Civil and Criminal and all pleas, plaints, motions and demurrers not disposed of at the present Term of this Court be continued to the March Term, 1918, of this Court.

And Court adjourned until Court in course

Record read and signed in open Court.

Geo. W. Bill Judge.

Vacation.

In Re Arthur Pierson, Guardian)
)
Vs.) No. 9988. Foreclosure of Mortgage.
)
Curtis D. Batman, et al.)

Be It Remembered, That on the 14th day of February 1918, the same being in Vacation of the Hendricks Circuit Court the above named Plaintiff by counsel filed in the office of the Clerk of the Hendricks Circuit Court a written dismissal of this cause of action, which dismissal is in the words and figures following, to-wit:(Here Insert)

Attest: Ashbel P.W. Bridges Clerk.

GRAND and PETIT JURORS DRAWN:

Be It Remembered, That on the 25th day of February 1918, James W. Gentry and John C. Taylor, the duly appointed, qualified and acting Jury Commissioners of this Court appointed at the office of the Clerk of the Hendricks Circuit Court and thereupon, as required by law the Clerk of this Court drew from the Jury Box, the names of the following persons for Grand Jurors at the March Term, 1918, of this Court, to-wit:-

D.R.Jones	Washington Township.
Alfred E. Kivett	Liberty Township
Everett Quinn	Liberty Township.
Fred B. Soper	Center Township
Robert Bayless	Liberty Township
C.A.Weaver	Middle Township

And the Clerk of this Court at the same time and in like manner drew from the Jury Box the names of the following persons for Petit Jurors for the March Term,1918, of this Court, to-wit:

Leroy NAsh	Brown Township
Riley Gephart	Guilford Township
John Kurtz	Marion Township
Alva Edmonson	Liberty Township
Edward Mills	Washington Township
J.F.Lingeman	Lincoln Township
Henry Leach	Eel River Township
G.T.HAdley	Eel River Township
John Hollingsworth	Guilford Township
Hugh BRown	Washington Township

Vacation.

Charles Vestal	Guilford Township
Thomas F. White	Liberty Township
James M. Tarpy	Brown Township
Zack Ragan	Eel River Township
V.R.Stephenson	Clay Township
M.O.Gentry	Center Township

Which said list of Jurors were tabulated, signed by said Jury Commissioner and attested by the Clerk of this Court.

And thereupon the Clerk of this Court issued venires for said Jurors, commanding the Jurors of the Grand Jury to appear in the Hendricks Circuit Court on the day of March Term,1918, and the Jurors of the Petit Jury to appear in the Hendricks Circuit Court, on the day of the MArch Term,1918, thereof, to act as Jurors of said Court.

Attest: Ashbel P.W. Bridges Clerk.

Frank Malayer)
)
Vs.) No. 9992.
)
Lula Malayer)

Be it Remembered, That on the 26th day of February,1918, the same being in Vacation the Court sitting in chambers, rendered the following Judgment and decree as follows, to-wit;

"State of Indiana
Hendricks County, SS:
In the Hendricks Circuit Court,
MArch Term,1918.

Frank Malayer)
)
Vs.)
)
Lula Malayer)

Comes now the defendant herein, Lula Malayer, and files her cross-complaint herein for a divorce from plaintiff herein and also files her affidavit praying for a restraining order, which said affidavit is in words and figures as follows, to-wit:(H.I.).

And this proceeding being submitted to the Court on said affidavit and application for a restraining order, and the Court being fully advised in the premises finds for the defendant and cross-complainant and finds that she is entitled to a restraining order as therein prayed for,

It is therefore ordered and considered by the Court that the said plaintiff and cross-defendant herein, be, and he is, hereby restrained from in any manner encumbering, selling, trading, or disposing of any of your personal property now owned by him, which personal property consists chiefly of horses, cows, calves, hogs, oats, corn, farming,

Subscribed and sworn to before me this 26th day of Feb., 1918.

Otis E. Gulley Notary Public

My commission expires March 6,1919.

Attest: Ashel P W Rudys Clerk.

Monday Morning MArch 4th,1918.

Pleas and Proceedings had in the Hendricks Circuit Court within and for Hendricks County and State of Indiana at the March TErm,1918, which term of Court was begun and continued at the Court House in the Town of Danville, in the County and State aforesaid, commencing on Monday the 4th day of March,1918, that being the day fixed by law for holding said Term of said Court.

Present Hon. Geo.W.Brill, Judge
Carey W. GAston,Prosecuting Attorney
Robert Hufford, Sheriff
Ashbel P.W.Bridges, Clerk.

Aquilla Jordan)
Vs,) NO. 9884 Commissioners Land Sale Report.
Oscar Parker,)
Agnes Selch,)
JAnette Girton,)
Henrietta PArker, &)
Emma Hooton.)

Comes now E.W.Sawyer, Commissioner appointed by the Court tosell real estate in the above cause, and now files herein an appraisement of said real estate ordered sold, made by Frank Haynes and John Fowler two disinterested householders and freeholders of the neighborhood, which appraisement is in words as follows, (H.I.) whereby all of said land is appraised at the sum of $1200.00.

And said Commissioner now shows to the Court, and files herein, in proof of the publication of the land sale notice, the affidavit of Julian D. Hogate, publisher and proprietor of the Hendricks County Republican, a weekly newspaper of general circulation,printed and published in Danville, in the aforesaid County and State, which affidavit, together with a copy of the sale notice as published attached thereto, is in words as follows,(H.I.) whereby it appears that notice of the time, place and terms of said sale was given by publication in said newspaper for four successive weekly insertions the first thereof being on the 20th day of September 1917, and the last thereof on the 11th day of October 1917.

The said Commissioner now alsofiles his own affidavit in words as follows, (H.I.) in proof of the posting of said land sale notices, whereby it appears that five copies of said notice as published in said newspaper, were posted in public and conspicuous places in Middle Township in said County and State, the same being where said real estate is situated, more than twenty days prior to the day set for the sale of said real estate.

The said Commissioner would now report that pursuant to the order of the Court, and said notices, that at the hour and place, on the 20th day of October 1917, he proceeded to offer at private sale, subject to the approval

* See Page 318 this Book.

Milo West)
Vs.) No. 9984
Virgil Barrow)

Comes now the plaintiff by his attorneys, Cofer & Dougan, and produce the summons heretofore issued for the defendant herein, and from which summons and the return of the Sheriff indorsed thereon,which said summons and return are as follows, to-wit:(Here Insert), the Court finds that the defendant has been duly notified of the filing and pendency of this action for more than ten days prior to the first day of the present Term of this Court.

And now it appearing that there is no appearance of record for the defendant herein the Clerk, as provided by law in such cases, now files answer herein as follows, to-wit: (Here Insert), Whereupon the Court now calls the Prosecuting Attorney to make defense for and in behalf of the defendant.

And now this matter, being at issue, is submitted to the Court for trial,finding, judgment and decree without the intervention of a jury. Whereupon the plaintiff produces a certificate of the attending physician of the defendant showing that by reason of his affliction at this time he can not be produced in COurt.

And the Court, having heard the evidence and being fully advised in the premises, finds for the plaintiff, that the allegations of his petition are true; that the defendant Virgil Barrow, is an inhabitant of Hendricks County, Indiana, and is the owner of property both real and personal, therein said County but that by reason of his infirmities he is wholly incapable of attending to his business affairs and that a Guardian should be appointed to take charge of his person and business affairs.

The Court further finds that the said Virgil Barrow has personal property of the value of $3150.00 and is the owner of real estate in Hendricks County, Indiana, the rental value of which is $500.00 per annum.

The Court does now appoint Robert L. Ader guardian for said defendant and he is ordered to execute bond in the sum of $10,000.00.

And now comes the said Robert L. Ader, and accepts said appointment and tenders his bond as herein provided with William M. Foster and Milo West as sureties thereon. And the Court, having examined said bond does now approve the same. Said bond and the approval of the same endorsed thereon read as follows, to-wit:(Here Insert).

Whereupon the said Robert L. Ader does now take and subscribe an oath to faithfully discharge his duties as such Guardian as provided by law, which said oath so taken and subscribed reads as follows, to-wit:(Here Insert).

And now letters of Guardianship are duly issued to the said Robert L. Ader authorizing him to take upon himself the trust imposed upon him under the appointment herein made. Which said letters read as follows, to-wit:(Here Insert).

And further proceedings herein are continued.

Amanda J.Jackson, et al)
)
Vs.) No. 9991.
)
Alice Merritt, Administratrix, etc.)

Come now the Commissioners heretofore appointed in this cause to make partition of the lands described in plaintiffs complaint, and make and file in open Court, their report, as such Commissioners, reporting that the said lands described in said complaint cannot be divided and partitioned without manifest prejudice to the parties interested therein, and which said report is now approved by the Court and is in the words and figures following,to-wit:(H.I.)

And comes now the said plaintiffs and present and file an inventory and appraisement of said real estate described in said complaint, made in due form of law, by James A. Downard and Lewis W. Broders, disinterested hpuseholders and free holders, from which it appears that the value of said real estate is the sum of Eight Thousand five Hundred ($8500.00) Dollars, which said appraisement is now approved and is in the words and figures following, to-wit:(H.I.)

It is therefore considered, adjudged and decreed by the Court, that said real estate described in plaintiffs complaint:

A part of the north half and also a part of the South half of Section 31, Township 16 North, Range I East, and described as follows,to-wit:- Beginning at the East half-mile stone of said section and running thence South, on the east line of said section, 4½ rods,-thence West 8 rods,- thence North 4½ rods,-thence West with section bearing 42 chains and 92½ links, and to the West line of said Section,-thence North on said west line,19 chains and 14 links to a stone which marks the Southwest corner of the Elizabeth Gentry land,-thence East parallel with the North line of said Section 44 chains and 53 links to a stone which is 23 chains and 17.8 links South of the North-east corner of said section,-thence South, on said east line, 17 chains and 38 links, to the place of beginning.
be sold at private sale for not less than the full appraised value thereof and upon the following terms and conditions, to-wit: One-third of the purchase price to be cash in hand at time of sale, one-third part to be paid in nine months, and one-third part in eighteen months from date of sale, purchaser executing his notes therefor, bearing interest from date at six percent, waiving valuationslaws and providing for attorneys fees, and upon confirmation of said sale to be secured by mortgage upon the premises sold, to-wit:

A part of the North half and also a part of the South half of Section 31, Township 16 North, Range 1 east, and described as follows, to-wit:- Beginning at the East half-mile stone of said section and running thence South, on the east line of said section,4½ rods,-thence West 8 rods,- thence North 4½ rods,-thence West with section bearing,42 chains and 92½ links, and to the West line of said section,-thence North, on said west line, 19 chains and 14 links to astone which marks the Southwest corner

of the Elizabeth Gentry land,-thence East, parallel with the North line of said section, 44 chains and 53 links to a stone which is 23 chains and 17.8 links South of the North-east corner of said Section,-thence south, on said east line, 17 chains and 38 links to the place of beginning.

It is further considered and adjudged by the Court, that John C. Taylor be, and he is hereby appointed as Commissioner to make sale of said real estate, and that he give bond, as such Commissioner in the sum of Ten Thousand Dollars,-and said John C. TAylor now appears in open Court and accepts said appointment and tenders his bond in that behalf with James A. Downard and Cyrus L. Thompson as sureties thereon, which said Bond is now approved by the Court.

It is further ordered adjudged and decreed by the Court, that said John C. TAylor, as such commissioner, shall give public notice of the time and place of such sale, by three publications in the "Republican", a weekly newspaper of general circulation in Hendricks County, the first of which publications shall be at least thirty days prior to the date fixed for such Sale, and by posting notices in three public places in the vicinity of said premises, and it is further ordered that if no satisfactory bid shall be received for said lands on the day that the same shall be advertised to sell, that said sale shall be continued from day thereafter until a satisfactory bid shall be received, or until the further order of this Court.

It is further ordered and adjudged that from the proceeds of such sale the Commissioner shall first pay the costs of this action, including the fees and charges of the Commissioner, and the fee for his attorney herein, and that he pay the balance of money in his hands to the parties hereto, to-wit: Alice Merritt, Amanda J.JAckson, and Elizabeth Gentry, in equal portions, and that he make full and detailed report of his doings herein, and day is given.

Ida M. Comer)
)
VS.) No. 10,004 Divorce. Decree.
)
James O. Comer) Judgt. Vs. Deft. for Costs. J.D. 13 Page 91.

Come now the parties to the above entitled suit, both in person and by counsel, and this cause being now at issue, is by the consent and agreement of the parties, now submitted to the Court for trial, finding and decree, and the Court having heard the evidence, and being now sufficiently advised in the premises finds for the plaintiff, and that the allegations of her complaint are true, and that she is entitled to a divorce from the defendant, on the grounds alleged in her complaint.

The Court further finds that the plaintiff is a suitable and proper person to have the care and custody of the minor children, named in her complaint, to-wit: Lela M. Comer, aged 18 years; Chester Comer, aged 13 years; John N.Comer, aged 11 years; and Leora M. Comer,aged 8 years.

It isthereforе considered,adjudged and decreed by the Court, that the bonds of matrimony existing between plaintiff and defendant be, and the same are hereby dissolved,

and the plaintiff be and is hereby granted a divorce from the defendant; that the plaintiff have, until the further order of this Court, the care and custody of the following named minor children of plaintiff and defendant, to-wit: Lela M. Comer, Chester Comer, John N. Comer, and Leora M. Comer.

It is further ordered and adjudged by the Court that the Court herein shall retain jurisdiction of the matters herein so far as the same pertain to the support and care of the said minor children, and in the event it appears to the Court that said minor children, or either of them, are or is in the future in need of proper support and care, then the Court reserves the right and jurisdiction, upon a proper showing, to make such orders as it deems just and proper.

It is further ordered adjudged and decreed by the Court, that the defendant shall have the privilege of visiting and being with his said minor children at all proper times, until the further order of this Court.

it appearing from the evidence in this case, that the defendant has made provision for the support of his wife, and that their rights as to the property have been adjusted between themselves, the Court makes no order, covering the property rights of the plaintiff herein.

It is further ordered adjudged and decreed by the Court that the defendant pay the costs of this cause, herein taxed at $_____dollars and _____cents.

All of which is ordered, adjudged and decreed by the Court.

Nora C. Winsted ,et al)
Vs) NO. 9891.
Jessie M. Taylor, et al)

Come now the defendants Jessie M. Taylor and James A. Taylor and file their verified motion and reasons for a change of venue from this County which motion and reasons are in the words and figures following, to-wit: (Here Insert), and the Court being fully advised and informed in the premises sustains said motion and sends the same to the Putnam Circuit Court of Putnam County, Indiana.

It is therefore considered and adjudged by the Court that the Venue of this cause be, and the same is hereby changed to the Putnam Circuit Court of Putnam County, Indiana.

And ten days are given in which to perfect said change of Venue.

Clara Mitchell)
Vs.) No. 9969.
Frank A. Mitchell)

Come the parties by counsel and defendant files answer in General Denial, which answer is in the words and figures following, to-wit:(Here Insert)

And this cause being at issue is now submitted to the Court for trial without the intervention of a jury.

And the evidence having been heard and concluded the Court now takes this cause under advisement.

Delia Moran)
John F. Moran)
MAry Perkins)
Vs.) No. 9956
Thomas R. Corliss)
John Basil Corliss)
MArgaret Ruth Corliss)
James Leo Corliss)
Thomas Paul Corliss)
Don M. Corliss)
Joseph Eugene Corliss)
MAry A. Corliss)
Lewis A. Corliss)

Come now again the parties herein, and come also Seth T.Huron and Edward E. Blair the appraisers heretofore appointed by the Court and return into open Court their appraisement as heretofore ordered by the Court, which appraisement is now duly examined and approved by the Court and reads as follows, to-wit:(Here Insert). And now also comes John Wear, the Commissioner heretofore appointed by the Court to sell the real estate in this proceedings ordered sold and files his bond herein in the sum of $18,000.00 with Frank E. Guthrie and Charles M.Kocher, two resident freeholders of Hendricks County, Indiana, as sureties thereon, which said bond the Court now approves and is as follows, to-wit:(Here Insert).

And further proceedings herein are continued.

John T. Sawyer)
Vs.) No. 9954
J.W.Haase)

Come the parties by counsel, and plaintiff files answer to defendant's petition for order to produce books and papers, which answer is in words and figures following, to-wit: (Here Insert). And now this cause being at issue is submitted to the Court for hearing on motion to produce books and papers, and the Court being fully advised and informed in

the premises overrules said motion, to which ruling of the Court the defendant at the time objects and excepts.

State of Indiana)
)
Vs.) NO. 5143 Judgt. Vs. Defts for costs.
)
Darius Runion)
Erastus Albertson) J.D. 13 Page 91.

Comes now the State of Indiana by Carey W. GAston, Prosecuting Attorney and moves the Court that a bench warrant be issued for the defendants herein Darius Runion and Erastus Albertson, and the Court being fully advised and informed in the premisises sustains said motion and thereupon the Clerk issues the warrant accordingly. And comes now the Sheriff,as ordered by the Court,and brings into open Court both the defendants under arrest,and on being arrainged each for plea say they are guilty of the crime charged.

And the Court being fully advised and informed in the premises finds that the defendant Darius Runion is 47 years old and that the defendant Erastus Albertson is 29 years old, and that each of the defendants are guilty of the crime charged,namely: Burglary in the 2nd degree.

It is by the Court,therefore,ordered and adjudged that the defendant Darius Runion be imprisoned in the State Prison for a period of not less than 2 years nor more than 14 years, and be disfranchised and rendered incapable of holding any office of trust or profit for a term of 4 years; that the defendant Erastus Albertson be imprisoned in the Indiana Reformatory for a period of not less than 2 years nor more than 14 years, and be disfranchised and rendered incapable of holding any office of trust or profit for a period of 4 years; and that the costs of this proceeding be taxed against the defendants.

All of which is ordered and adjudged by the Court.

Milton L.Clawson)
)
Vs.) NO. 9743. Judgt. Vs. Plff.for costs.
)
Charles E.Cherry, et al) J.D. 13 Page 93.

Come now the parties by counsel and the defendantsfile demurrer to plaintiffs amended 5th paragraph of complaint heretofore filed in this cause, which demurrer is in the words and figures following,to-wit:(Here Insert). And the Court being fully advised and informed in the premises sustains demurrer to which the plaintiff at the time objects and excepts. And now the plaintiff refuses to plead further. And the Court being fully

advised and informed in the premises finds for the defendants on demurrer and against the plaintiff herein.

It is therefore considered and adjudged by the Court that the defendants herein recover of and from the plaintiff herein their co ts and charges laid out and exepnded taxed at $___and____cents.

And the Plaintiff now prays an appeal to the Supreme Court of Indiana. Appeal granted, thirty days given to file Bond in the sum of $150.00 to the approval of the Court. Ninety days given to file all bills of Exceptions.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo. W. Bell Judge.

Tuesday Morning March 5th,1918.

Court met pursuant to adjournment

Pres. Hon. Geo.W.Brill, Judge.

Aquilla Jordan)
Vs.)
Oscar Parker,) No. 9884
Agnes Selch,) Commissioners Land Sale Report.
Janette Girton,)
Henrietta Parker, &)
Emma Hooton.)

Comes now E.W.Sawyer, Commissioner appointed by the Court to sell real estate in the above cause, and now files herein an appraisement of said real estate ordered sold, made by Frank Haynes and John Fowler two disinterested householders and freeholders of the neighborhood, which appraisement is in words as follows, (H.I.) whereby all of said land is appraised at the sum of $1200.00.

And said Commissioner now shows to the Court, and files herein, in proof of the publication of the land sale notice, the affidavit of Julian D. Hogate,publisher and proprietor of the Hendricks County Republican, a weekly newspaper of general circulation, printed and published in Danville in the aforesaid County and State,which affidavit, together with a copy of the sale notice as published attached thereto, is in words as follows, (H.I.) whereby it appears that notice of the time,place and terms of said sale was given by publication in said newspaper for four successive weekly insertions, the first thereof being on the 20th day of September 1917, and the last thereof on the 11th day of October 1917.

The said Commissioner now also files his own affidavit is words as follows, (H.I.) in proof of the posting of said land sale notices, whereby it appears that five copies of said notice as published in said newspaper were posted in public and conspicuous places in Middle township in said County and State, the same being where said real estate is situated,more than twenty days prior to the day set for the sale of said real estate.

The said Commissioner would now report that pursuant to the order of the Court, and said notices, that at the hour and place,on the 20th day of October 1917, he proceeded to offer at private sale, subject to the approval of the Court, for not less than the appraisement thereof, the following described real estate,to-wit: Lots numbered Fourteen (14)and Fifteen (15) in Hadley and Condiff's Addition, to the town of Pittsboro, also Lots numbered Eighteen (18) and Nineteen (19) in John Condiff's Second Addition to the town of Pittsboro, all in Hendricks County, and State of Indiana, The said Commissioner would now suggest to the Court that by reason of an error in writing the deed to Aquilla Jordan and Sarah F. Jordan, all four of said lots were described as being in Hadley and Condiff's Addition to Pittsboro, whereas the said Lots Eighteen (18) and

Ninteen (19) should have been described as being in John Condiff's Second Addition to Pittsboro, and the Commissioner would ask to amend and correct the description in the complaint, order of sale, notices and appraisement, so that a correct description of said lots may be given,which permission to amend is granted by the Court.

The Commissioner would show that on the day set for said sale, he failed to receive a satisfactory bid for said real estate, and that pursuant to the order herein, said sale was continued from day to day, until the 5th day of March 1918, when Morton Ellis, bid and offered the sum of Twelve Hundred Dollars cash in hand for all of said lots, which sum being the best offer made therefor, and being equal to the appraisement thereon and all of the interested parties consenting to said sale, and executing a Quit Claim Deed to correct said error in the description, the said Real Estate was sold subject to the approval of the Court, to the said Morton Ellis for said sum of Twelve Hundred Dollars, cash in hand, and the Commissioner now brings said money into Court with this report, and he asks that said sale be in all things approved and confirmed, and that an order be made directing this Commissioner to execute, and bring into Court, for approval a deed of conveyance to said Morton Ellis for said real estate.

E.W.Sawyer Commissioner

Subscribed and sworn to before me, this 5th day of march,1918.

(Seal) Thad S. Adams Notary Public.

And the Court having exemined the foregoing report of sale, now finds that said sale has been made in all things pursuant to the order herein, and according to law, and that the same ought to be in all things approved and confirmed, and that an order sould be made authorizing said Commissioner to execute a deed, showing the correct description of said lots, and that the records in all things corrected and amended to corrispond with said true description, and said Commissioner is directed to bring said deed into Court for inspection and approval, Wherefore it is now hereby ordered, adjudged and decreed by the Court ,that said complaint,entry,notices, and appraisement be amended and corrected as asked for in said report, and that said sale be, and the same is hereby in all things, under said correct description, approved and confirmed, and said Commissioner is ordered to execute and bring into Court for approval a deed to said Morton Ellis for said described real estate. And now comes said Commissioner and presents to the Court for approval a deed executed by him as such Commissioner to said Morton Ellis for said real estate, and the Court having examined said deed now finds the same in due form, and indorses his approval thereon in words as follows, "Examined and Approved in open Court, this 5th day of March 1918, George W. Brill, Judge Hendricks Circuit Court," And the Court now directs said Commissioner to deliver said deed to said Morton Ellis as evidence of his title to said described real estate.

All of which is now ordered, adjudged and decreed by the Court.

Tuesday March 5th,1918 and the 2nd day of the March Term,1918.

Edward Hughes)
)
VS.) No. 9635
)
Rosie Hughes)

Comes the parties by counsel and the decree heretofore made in this cause is now modified by the Court and the infants are placed in the custody of their father,Edward Hughes, and he is also released by the Court from further payments to Mrs. Morphew as heretofore ordered.

It is therefore ordered and adjudged by the Court that the plaintiff be, and he is hereby released from further payments to Mrs. Morphew and that he have the custody of the infant children,and that he pay the costs of this proceeding, taxed at $___and___cents, which costs are now paid.

Thomas E. Hamrick)
)
Vs.) No. 9912.
)
Henry Backmeyer and)
Louisa C.Backmeyer, Gdn.)

Come the parties by counsel and defendant is ruled to answer by March 12th,9 A.M. 1918.

William C. Dickson)
)
Vs.) No. 9972
)
Mary Mac Curdy)

Come the parties by counsel and defendant is ruled to answer.

Katie Bledsaw)
)
Vs.) No. 9989
)
Frank S. Clark)

Comes now the plaintiff by counsel and files her petition in the above entitled cause for an order against the defendant to produce certain books and papers for inspection, which petition is in the words and figures as follows, to-wit:(Here Insert).

Tuesday March 5th,1918 and the 2nd day of the March Term,1918.

West Side Trust Company, Trustee)
)
VS)
) NO. 9978
CharleS S. Nunn, et al)

Comes now the plaintiff by counsel and files amended complaint, which complaint is as follows, towit:(Here Insert) And by leave of the Court a summons is ordered issued to the Sheriff of MArion County, Indiana for the Indianapolis Securities Company and Chester W. Stewart, new parties defendants in this cause, and the Clark now issues said summons accordingly.

James Scott)
)
Vs.) No. 9993
)
Isaac J. Mendenhall)

Comes now the plaintiff in the above entitled cause in person and by counsel, and the defendants are now on order of the Court by the Sheriff three times loudly called in open Court and come not but herein wholly make default.

Evan B.Davis)
)
Vs.) No. 9591
)
J.A.Hadley, et al)

Come the parties by counsel and this cause is dismissed as to the defendant Brooks Hadley.

George W. Christie, Minnie Grosch Christie,

No. 9970.

VS. Judgt. Vs. Piffs for Costs.

J.D. 13 Page 92.

Joseph Morris, if living, if dead the unknown heirs, devisees,legatees,

assigns, and legal representatives of the said Joseph Morris,deceased;

Elizabeth Morris, wife of Joseph Morris, if living, if dead the unknown heirs, devisees, legatees, assigns, and legal representatives of the said Elizabeth Morris,deceased;

Newby Hunt,if living, if dead the unknown heirs,devisees,legatees,assigns, and legal representatives of the said Newby Hunt,deceased;

Sarah Hunt,wife of Newby Hunt,if living,if dead the unknown heirs,devisees, legatees,and legal representatives of the said Sarah Hunt,deceased;

Henry W. White,if living,if dead the unknown heirs,devisess,legatees, assigns,and legal representatives of the said Henry W.White,deceased;

Lucinda B.White,wife of Henry W.White,if living,if dead the unknown heirs, devisees,legatees,assigns,and legal representatives of the said Lucinda B. White,deceased;

Jesse White,if living,if dead the unknown heirs,devisees,legatees,assigns, and legal representatives of the said Jesse White,deceased;

Mary White,wife of Jesse White,if living,if dead the unknown heirs,devisees legatees,assigns, and legal representatives of the said Mary White, deceased;

Benjamin F.Scherer,if living,if dead the unknown heirs,devisees,legatees, assigns,and legal representatives of the said Benjamin F.Scherer,deceased;

MArtha A.Scherer, wife of Benjamin F.Scherer,if living,if dead,the unknown heirs,devisees,legatees,assigns,and legal representatives of the said Martha A.Scherer,deceased;

John C.Newman,if living and married his unknown wife,if dead,the unknown widow,heirs,devisees,legatees,assigns,and legal representatives of the said John C.Newman,deceased;

Elam Benbow,if living and married his unknown wife,if dead the unknown widow,heirs,devisees,legatees,assigns,and legal representatives of the said Elam Benbow,deceased;

William M.French,if living and married his unknown wife,if dead the unknown widow,heirs,devisees,legatees,assigns and legal representatives of the said William M.French,deceased;

William Mason French,if living,and married his unknown wife,if dead the unknown widow,heirs,devisees, legatees, assigns, and legal representatives of the said William Mason French,deceased;

Benjamin Scherer, if living and married his unknown wife,if dead the unknown widow,heirs,devisees, legatees, assigns, and legal representatives of the said Benjamin Scherer,deceased;

Jane Phillips,if living and married her unknown husband,if dead the unknown widower,heirs,devisees,legatees, assigns,and legal representatives of the said Jane Phillips,deceased;

KAty Phillips,if living and married her unknown husband, if dead the unknown widower,heirs,devisees,legatees,assigns,and legal representatives of the said Katy Phillips,deceased;

William Phillips,if living and married his unknown wife, if dead the unknown widow,heirs,devisees,legatees,assigns,and legal representatives of the said William Phillips,deceased;

Parmelia Osborne,if living and married her unknown husband,if dead the unknown widower,heirs,devisees,legatees,assigns,and legal representatives of the said Parmelia Osborne,deceased;

Phebe Beeson,if living and married her unknown husband,if dead the unknown widower,heirs,devisees,legatees,assigns,and legal representatives of the said Phebe Beeson,deceased;

Abigail Demoss,if living and married her unknown husband,if dead the unknown widower, heirs,devisees,legatees,assigns,and legal representatives of the said Abigail Demoss, deceased;

Peggy Tincher,if living and married her unknown husband,if dead the unknown widower, heirs,devisees,legatees,assigns,and legal representatives of the said Peggy Tincher, deceased;

PEggy Phillips,if living and married her unknown husband,if dead the unknown widower, heirs,devisees,legatees,assigns,and legal representatives of the said Peggy Phillips, deceased;

Arcadia Summers,if living and married her unknown husband,if dead the unknown widower, heirs,devisees,legatees,assigns,and legal representatives of the said Arcadia Summers, deceased;

Arcada Summers,if living and married her unknown husband,if dead the unknown widower, heirs,devisees,legatees,assigns,and legal representatives of the said Arcada Summers, deceased;

Grover and Baker Sewing Machine Company;

Alexander C.Edwards,if living,if dead the unknown widow,heirs, devisees,legatees,assigns, and legal representatives of the said Alexander C.Edwards,deceased;

Hannah S.Edwards,wife of Alexander C.Edwards,if living, if dead the unknown widower, heirs,devisees,legatees,assigns,and legal representatives of the said Hannah S.Edwards, deceased;

William Bland,if living,if dead the unknown widow,heirs, devisees;legatees,assigns,and legal representatives of the said William Bland,deceased;

Julia A.BLand,wife of William Bland,if living,if dead, the unknown widower,heirs,devisees, legatees,assigns,and legal representatives of the said Julia A.Bland,deceased;

James Mason,if living,if dead the unknown widow,heirs,devisees,legatees,assigns,and legal representatives of the said James Mason,deceased;

Nancy Mason,wife of James Mason,if living,if dead the unknown widower,heirs,devisees, legatees,assigns,and legal representatives of the said Nancy Mason,deceased;

Moses Mason,if living and married his unknown wife,if dead the unknown widow,heirs, devisees,legatees,assigns,and legal representatives of the said Moses Mason,deceased;

Nancy Mason,if living and married her unknown husband,if dead, her unknown widower,heirs, devisees,legatees,assigns,and legal representatives of the said Nancy Mason,deceased;

William Cassidy,if living, and married his unknown wife,if dead the unknown widow,heirs, devisees,legatees,assigns,and legal representatives of the said William Cassidy,deceased;

Isaac Ratliff,if living,if dead the unknown widow,heirs,devisees,legatees,assigns,and legal representatives of the said Isaac Ratliff,deceased;

Aletha Ratliff wife of Isaac Ratliff,if living,if dead the unknown widower,heirs,devisees, legatees,assigns,and legal representatives of the said Aletha Ratliff,deceased;

Pleasant P.Thomas,if living,if dead the unknown widow,heirs,legatees,devisees,assigns, and legal representatives of the said Pleasant P.Thomas,deceased;

Elizabeth Thomas, wife of Pleasant P.Thomas,if living,if dead the unknown widower,heirs, devisees,legatees,assigns,and legal representatives of the said Elizabeth Thomas,deceased;

William Beeson,if living,if dead the unknown widow,heirs,devisees,legatees,assigns,and legal representatives of the said William Beeson,deceased;

Phebe Beeson,wife of William Beeson,if living,if dead the unknown widower,heirs,devisees, legatees,assigns,and legal representatives of the said Phebe Beeson,deceased;

John Fisher,if living,if dead the unknown widow,heirs,devisees,legatees,assigns,and legal representatives of the said John Fisher,deceased;

Mary Jane Fisher,wife of John Fisher,if living,if dead the unknown widower,heirs,devisees, legatees,assigns,and legal representatives of the said Mary Jane Fisher,deceased;

Isaac Hendricks,if living,and married his unknown wife,if dead, the unknown widow,heirs, devisees,legatees,assigns,and legal representatives of the said Isaac Hendricks,deceased;

Come now the plaintiffs by Cofer & Dougan, their attorneys and it appearing to the satisfaction of the Court from the affidavit of Julian D.Hogate, which is as follows, to-wit:(Here Insert), that the foregoing named defendants, and each and avary one thereof,

have been duly notified of the filing and pendency of this action by three successive weekly publications of notice thereof in The Republican, a public weekly newspaper of general circulation, printed in the English language, and published in the Town of Danville, hendricks County,Indiana, the last of which said publications being on the 3rd day of January,1918, and more than thirty days prior to the second day of the present term of this Court.

And now said defendants, and each one thereof, viz:

Joseph Morris,if living,if dead the unknown heirs,devisees,legatees,assigns and legal representatives of the said Joseph Morris,deceased;

Elizabeth Morris,wife of Joseph Morris,if living,if dead the unknown heirs,devisees,legatees,assigns,and legal representatives of the said Elizabeth Morris,deceased;

Newby Hunt,if living,if dead the unknown heirs,devisees,legatees,assigns and legal representatives of the said Newby Hunt,deceased;

Sarah Hunt,wife of Newby Hunt,if living,if dead the unknown heirs,devisees, legatees,and legal representatives of the said Sarah Hunt,deceased;

Henry W.White,if living,if dead the unknown heirs,devisees,legatees,assigns and legal representatives of the said Henry W.White,deceased;

Lucinda B.White,wife of Henry W.White,if living,if dead the unknown heirs, devisees,legatees,assigns,and legal representatives of the said Lucinda B. White,deceased;

Jesse White,if living,if dead the unknown heirs,devisees,legatees,assigns, and legal representatives of the said Jesse White,deceased;

Mary White,wife of Jesse White,if living,if dead the unknown heirs, devisees legatees,assigns,and legal representatives of the said Mary White,deceased;

Benjamin F.Scherer,if living,if dead the unknown heirs,devisees,legatees, assigns,and legal representatives of the said Benjamin F.Scherer,deceased;

MArtha A.Scherer,wife of Benjamin F.Scherer,if living,if dead the unknown heirs,devisees,legatees,assigns,and legal representatives of the said Martha A.Scherer,deceased;

John C.Newman,if living and married his unknown wife,if dead,the unknown widow,heirs,devisees,legatees,assigns,and legal representatives of the said John C.Newman,deceased;

Elam Benbow,if living and married his unknown wife,if dead the unknown widow,heirs,devisees,legatees,assigns,and legal representatives of the said Elam Benbow,deceased;

William M.French,if living and married his unknown wife,if dead the unknown widow,heirs,devisees, legatees,assigns and legal representatives of the said William M.French,deceased;

William Mason French,if living, and married his unknown wife,if dead the unknown widow,heirs,devisees,legatees,assigns,and legal representatives of the said William Mason French,deceased;

Benjamin Scherer,if living and married his unknown wife,if dead the unknown widow, heirs,devisees, legatees,assigns,and legal representatives of the said Benjamin Scherer,deceased;

Jane Phillips,if living and married her unknown husband,if dead the unknown widower,heirs,devisees,legatees,assigns,and legal representatives of the said Jane Phillips,deceased;

KAty Phillips,if living and married her unknown husband,if dead the unknown widower,heirs,devisees,legatees,assigns,and legal representatives of the said Katy Phillips,deceased;

William Phillips,if living and married his unknown wife,if dead the unknown widow,heirs,devisees,legatees,assigns,and legal representatives of the said William Phillips,deceased;

Parmelia Osborne,if living and married her unknown husband,if dead the unknown widower,heirs,devisees,legatees,assigns,and legal representatives of the said Parmelia Osborne,deceased;

Phebe Beeson, if living and married her unknown husband,if dead the unknown widower, heirs,devisees,legatees,assigns,and legal representatives of the said Phebe Beeson, deceased;

Abigail Demoss,if living and married her unknown husband,if dead the unknown widower, heirs,devisees,legatees,assigns,and legal representatives of the said Abigail Demoss, deceased;

Peggy Tincher,if living and married her unknown husband,if dead the unknown widower, heirs,devisees,legatees,assigns,and legal representatives of the said Peggy Tincher, deceased;

Peggy Phillips,if living and married her unknown husband,if dead the unknown widower, heris,devisees,legatees,assigns,and legal representatives of the said Peggy Phillips, deceased;

Arcadia Summers,if living and married her unknown husband, if dead the unknown widower, heirs,devisees,legatees,assigns,and legal representatives of the said Arcadia Summers, deceased;

Arcada Summers,if living and married her unknown husband,if dead the unknown widower, heirs,devisees,legatees,assigns,and legal representatives of the said Arcada Summers, deceased;

Grover and Baker Sewing Machine Company;

Alexander C.Edwards, if living,if dead the unknown widow,heirs,devisees,legatees,assigns, and legal representatives of the said Alexander C.Edwards,deceased;

HAnnah S.Edwards, wife of Alexander C.Edwards,if living,if dead the unknown widower, heirs,devisees,legatees,assigns,and legal representatives of the said Hannah S.Edwards, deceased;

William Bland,if living, if dead the unknown widow, heirs, devisees, legatees, assigns, and legal representatives of the said William Bland,deceased;

Julia A.Bland, wife of William Bland,if living,if dead, the unknown widower, heirs, devisees, legatees, assigns, and legal representatives of the said Julia A. Bland, deceased;

James Mason, if living, if dead the unknown widow, heirs, devisees, legatees, assigns, and legal representatives of the said James Mason,deceased;

Nancy Mason, wife of James Mason,if living, if dead the unknown widower, heirs, devisees, legatees, assigns,and legal representatives of the said Nancy Mason, deceased;

Moses Mason, if living and married his unknown wife, if dead the unknown widow,heirs, devisees, legatees, assigns,and legal representatives of the said Moses Mason,deceased;

Nancy Mason, if living and married her unknown husband, if dead, her unknown widower, heirs,devisees,legatees,assigns, and legal representatives of the said Nancy Mason, deceased;

William Cassidy, if living, and married his unknown wife, if dead the unknown widow, heirs, devisees, legatees, assigns, and legal representatives of the said William Cassidy, deceased;

Isaac Ratliff, if living, if dead the unknown widow,heirs, devisees,legatees,assigns, and legal representatives of the said Isaac Ratliff, deceased;

Aletha Ratliff wife of Isaac Ratliff,if living, if dead the unknown widower,heirs, devisees,legatees,assigns,and legal representatives of the said Aletha Ratliff,deceased;

Pleasant P. Thomas, if living, if dead the unknown widow, heirs, legatees, devisees, assigns,and legal representatives of the said Pleasant P. Thomas, deceased;

Elizabeth Thomas, wife of Pleasant P. Thomas, if living, if dead the unknown widower, heirs,devisees,legatees, assigns,and legal representatives of the said Elizabeth Thomas, deceased;

William Beeson,if living,if dead the unknown widow,heirs,devisees,legatees,assigns,and legal representatives of the said William Beeson, deceased;

Phebe Beeson,wife of William Beeson,if living,if dead the unknown widower,heirs,devisees, legatees, assigns,and legal representatives of the said Phebe Beeson,deceased;

John Fisher,if living,if dead the unknown widow,heirs,devisees,legatees,assigns,and legal representatives of the said John Fisher,deceased;

MAry Jane Fisher,wife of John Fisher,if living,if dead the unknown widower,heirs,devisees, legatees,assigns,and legal representatives of the said Mary Jane Fisher,deceased;

Isaac Hendricks,if living,and married his unknown wife,if dead the unknown widow,heirs,devisees.legatees,assigns,and legal representatives of the said Isaac Hendricks,deceased;

failing to appear and answer plaintiffs' complaint herein are,each,now three times loudly called in open Court but come not and herein wholly make default.

And now this cause being at issue upon the issues joined by plaintiffs' complaint and the several defaults of the defendants herein is submitted to the Court for trial,finding,judgment and decree without the intervention of a jury. And the Court, having heard the evidence and being fully advised in the premises, finds for the plaintiffs, that the allegations of their complaint are true and that they are the owners in fee simple of the real estate set out and described in their complaint; that the defendants claim an interest in said real estate adverse to the plaintiffs; that defendants have notinterest or estate in said real estate, and that their claims are without right and wholly unfounded, and that the plaintiffs are entitled to have their title to the real estate,described in their complaint, as against said defendants and all persons claiming by or through them or any one of them and as to the claims of any one thereof, quieted.

It is,therefore,considered and adjudged by the Court that the plaintiffs are the owners in fee simple of the real estate described in their complaint being in Hendricks County,State of Indiana, and described as follows,to-wit:

Lots 1 and 2 in Block 3 in Scherer's Addition to the town of Amo, Hendricks County,Indiana; Also Lots 3 and 4 in Block 2 in Scherer's Addition to the town of Amo,Hendricks County,Indiana; Also Lots 1 and 4 in Elam Benbow's Addition to the town of Amo,Hendricks County,Indiana; Also the South half of Lots 1 and 2 in Block 2 in Scherer's First Addition to the town of Amo,Hendricks County,Indiana; Also a part of the South half of the South East quarter of Section 34,Township 15 North,Range 2 West, being an unplatted portion of the town of Amo,Hendricks County, Indiana, bounded and described as follows, to-wit: BEginning 10 feet West of the North West Corner of Lot 2 in Block 3 in Scherer's First Addition to the town of Amo,Hendricks County,Indiana,and from thence South 120 feet; thence West to the East line of Elam Benbow's Addition to the town of Amo; thence North on said East line 120 feet; thence East to the place of beginning, and that defendants' claim thereto is without right and unfounded, and that plaintiff's title thereto be, and the same is hereby,quieted and forever set at rest as against the defendants and all persons claiming under them,or claiming any interest in and to said real estate.

It is further ordered that the plaintiffs pay the costs of this action taxed at _____dollars and _____cents.

All of which is finally ordered,adjudged and decreed by the Court.

Tuesday March 5th,1918 and the 2nd day of the March Term,1918.

And Court adjourned until 9 oclock A.M. to-morrow

Record read and signed in open Court.

Geo W Brill

Judge.

Wednesday March 6th,1918 and the 3rd day of the March Term,1918.

Wednesday Morning March 6th,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W. Brill, Judge.

Katie Bliedsaw)
)
Vs.) No. 9989
)
Frank S. Clark)

Comes now the plaintiff by counsel and files her petition in the above entitled cause for an order against the defendant to produce certain books and papers relative to the money received and expended by defendant while acting as the agent of this plaintiff, which petition is in the words and figures as follows,to-wit:(HEre Insert)

And now comes the defendant by counsel and acknowledges receipt of notice for the application of such order and the time when the same would be heard, and the parties now being before the Court by counsel, said petition is presented to the Court for action thereon and the Court being sufficiently advised in the premises finds that the prayer of said petition sould be granted.

It is therefore ordered and adjudged that the defendant herein produce at the office of his attorney Frank Symmes in the City of Indianapolis,Indiana all books,papers, documents,instruments of writing,memoranda and all other data refering to, or showing in anyway the moneys received or the moneys expended by this defendant while acting as the agent of this plaintiff.

And this defendant is ordered to produce said instruments above described at said law office of said Symmes on the 15thday of March 1918, and to leave the same at said office until plaintiff's attorney shall have a reasonable opportunity to make full examination of same.

And court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo.W.Brill

Judge.

Thursday Morning March 7th,1918

Court met pursuant to adjournment.

Pres. Hon. Geo.W.Brill,Judge.

Grace G.Clark)
)
Vs.) NO. 9904
)
Edna Scott, Orville C.Clark,)
Woodrow W.Clark,)
Mary L.Homan and)
Eustace W.Homan.)

Come now the parties and comes also the Commissioner heretofore appointed to make sale of the real estate herein and files his report of said sale, and which report is in words and figures as follows:

Report of Sale of Real Estate.

The undersigned Commissioner, appointed to ame sale of the real estate in the above entitled action for partition, respectfully reports to said Court that pursuant to the order pf said Court he caused said real estate to be appraised by John E.Call and C.L. Thompson, two disinterested freeholders of said County and that the same was appraised by se said appraisers at $11,200.00, a copy of which appraisement is filed herewith,and made a part of this report.

The undersigned would further report that he caused notice of the time and place of this sale to be given by publication in "The Danville Gazette", a newspaper printed and published in said County and by posting up notice at five public places in Center Township in which said real estate is situate, proof and publication of which notice is filed herewith, made a part of this report and is in words and figures as follows,to-wit: (H.I.); that on the 27th day of February 1918, the undersigned, as such commissioner, pursuant to the order of sale heretofore made, sold said real estate heretofore ordered sold and described as follows, to-wit: A Part of the northwest quarter of section fifteen (15) township sixteen (16) North, of range one (1) west, bounded as follows to-wit: Beginnign on the south line thereof forty (40) rods east of the south west corner of said quarter section and running thence North parallel with the west line of said section One Hundred and Sixty rods to the North line thereof; thence east forty rods to the center on the North of the northwest quarter of said section; thence South on the line running North and South through the center of said quarter section Seventy rods totwithin ninety rods of the south line thereof; thence East parallel with the section bearing seventy-one rods; thence South Ninety rods to the south line of said quaretr section; thence West on the South line thereof One Hundred and Eleven rods to the place of beginning,estimated to contain eighty acres more or less to William H.Spriggs at and for the price and sum of $12000.00, that being the highest and best bid received for the same and more than the full appraised value thereof.

The undersigned would further report that the said purchaser has paid to him cash in hand the said sum of $12,000.00the full purchase price thereof; that thereupon the undersigned issued to said purchaser a certificate of purchase for said real estate.

Wherefore he asks that said sale may be in all things approved and confirmed by the

Court.

Erasmus T. Clark Commissioner.

Subscribed and sworn to before me this 6th day of March 1918.

James A. Downard Seal
Notary Public
My Commission expires January,
2nd, 1922.

And the Court having seen and inspected said report, approves the same.

it is therefore ordered by the Court that the said Commissioner, Erasmus T.Clark, shall make and execute a deed of conveyance to said purchaser and which said conveyance shall bar the claims of all owners to said real estate hereinbefore described.

And now said Commissioner presents to the Court for approval said deed which deed is by the Court examined and approved in open Court and his approval endorsed thereon in writing. And now said Commissioner is ordered to deliver said deed to said purchaser as evidence of his title.

And further proceedings herein are continued for final financial report of said Commissioner.

Grace G.Clark)
)
VS.) NO. 9904
)
Edna Scott et al)

Final Financial Report.

Come the parties and the Commissioner appointed to amke sale herein also comes and makes his report of the payment of the purchase money therefor and distribution thereof as follows:

"Grace G.Clark

Vs. No. 9904

Edna Scott et al

The undersigned Commissioner to make sale of the realestate sought to be partitioned herein, respectfully reports that the purchaser,William H. Spriggs of said real estate, has paid the purchase money in full.

That he has received of said purchase money in all the sum of

$12,000.00

That he has paid out the same as follows:

1.	TO A.P.W.Bridges Clerk, cost of this action	$49.74
2.	Allen J.Wilson, Treasurer,taxes	138.90
3.	E.W.Homan & Mary L.Homan,in full of principal and interest on note and mortgage	9540.00
	Revenue stamps for deed	2.50
4.	Retained for my fee and charges	100.00
5.	Downard & Taylor, Attorneys	100.00
6.	Grace G.Clark,Administratrix of the	

estate of Wm.D.Clark,deceased,for distribution
to the heirs of said estate, $2068.86

$12000.00

vouchers for which he herewith presents.

And now the deed to the said William H.Spriggs heretofore presented to the Court and by him approved, is hereby delivered to the said William H.Spriggs and said Commissioner now asks that this report be approved and that he be fully and finally discharged from his bond and trust herein.

Erasmus T.Clark Commissioner.

Subscribed and sworn to before me this 7th day of MArch 1918.

(Seal) Anna M.Harrison
My Com. expires April 1st 1920. Notary public

and submits therewith a deed to be executed to the purchaser for the approval of the Court. And the Court having seen and examined said report and deed approves them both and orders said Commissioner to deliver said deed to said purchaser.

And said Commissioner now delivers said deed, duly approved by the Court with his approval thereon endorsed, to the purchaser, William H.Spriggs,and the said Erasmus T. Clark,as such Commissioner, is fully and finally discharged from his bond and trust herein.

Milo Brady)
)
Vs.) No. 9959
)
The Terre Haute,Indianapolis,and)
Eastern Traction Company)

Come the parties by counsel, and defendant files answer, which is in words and figures following,to-wit:(Here Insert).

And this cause being at issue is now called for trial, and the Sheriff as ordered by the Court brings into open Court the jurors of the Jury to-wit: Leroy Nash, Riley Gephart, John Kurtz, Alva Edmonson, Edward Mills, Henry Leach, Thomas F.White, James M. Tarpy, and Zack Ragan nine good and lawful men householders and freeholders of Hendricks County,Indiana, who by agreement of the parties are duly and legally empaneled and swern in open Court to well and truly try the issues joined in this cause and a true verdict give according to law and the evidence adduced.

And the evidence having been heard and concluded, the plaintiff at the conclusion of the evidence requests the Court to instruct the jury in writing and in writing only,and that it give instructions numbered 1 to ____ both inclusive, which are tendered, and the defendant tenders instructions Numbered 1,2,3,4,5,6,7,8,9,10,11,12,13,14,and 15 both inclusive, and request the Court that each of them be given.

And the argument of counsel having been heard and concluded the jury is permitted to separate until 9 oclock A.M. to-morrow, after being admonished as to their duties during separation.

And Court adjourned until 9 oclock A.M. to-morrow.

record read and signed in open Court.

Geo. W. Pritchett

Judge.

Friday Morning March 8th,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W.Brill, Judge.

Milo Brady)
Vs.)
Terre Haute,Indianapolis &Eastern Traction Co.) No. 9959. Judgt. Vs.Plff. for Costs.
J.D. 13 Page 92.

Come now again the parties and the defendant having filed before the beginning of the argument its request asking the Court to instruct the jury and to give to the jury the instructions prepared by it numbered from 1 to 15 both inclusive which said request and instructions are in the words and figures as follows, (H.I.); And now the Court being convened pursuant to adjournment and the jury all being present in the jury box,the Court instructs the jury in writing only, giving to said jury instructions numbered 1 to 19 both inclusive of his own motion of which said instructions these numbered 6,7,8, and 11 being instructions numbered 4,1,3, and 2, tendered by the defendant of all which instructions numbered from 1 to 19 both inclusive so given by the Court are in the words and figures as follows (H.I.); and the Court having refused instructions numbered from 5 to 15 both inclusive as requested by the defendant, the defendant now excepts to the giving by the Court of its own motion instructions 1,2,3,4,5,9,10, 12,14,15,16,17,18,and 19 separately and severally; and the defendant also excepts to the refusal of the Court to give instructions numbered from 5 to 15 both inclusive as requested by this defendant and to the refusal to give each of them separately and severally.

It is further ordered by the Court that said instructions and each and all of them so requested by defendant, and said instructions so given by the Court of its own motion, and said instructions so refused be filed by the Clerk as papers in said cause, and the said instructions so requested by the defendant and given by the Court, and the said instructions so given by the Court of its own motion, and the said instructions so requested by the defendant and refused by the Court, together with the exceptions taken by the defendant, be and they are hereby made parts of the record of said cause. The Court finds and further orders that the instructions so given by the Court as hereinbefore set out,are all the instructions given to the said Jury in said cause. And now the jury retires in charge of a sworn bailiff to deliberate upon a verdict,and the jury having indicated that they had agreed upon a verdict,is returned into open Court,and the foreman delivers the signed verdict of the jury to the Clerk, which is read,and which verdict is in the words and figures as follows:

"State of Indiana
Hendricks County, SS:

In the Hendricks Circuit Court,
March term,1918.

Milo Brady)
Vs.)
Terre Haute,Indianapolis and Eastern Traction Company.) VERDICT OF THE JURY.

We the Jury find for the defendant.

A.T.Edmonson Foreman.

It is therefore ordered,considered and adjudged by the Court that the plaintiff take nothing by his suit and that the defendant recover of and from the plaintiff its costs in this behalf paid, laid out and expended, taxed at $____and____cents.

Martha A.Walton)
Vs.) No. 9996
Evertt Weer)

Comes now the petitioner, Martha A.Walton, and comes also Horace L.Hanna, an attorney at this bar, in behalf of the defendant. Whereupon the said Horace L.HAnna files answer for and on behalf of the defendant in general denial of the material allegations of the complaint, which said answer reads as follows, to-wit:(Here Insert).

And the Court,being fully advised from evidence heard, that the defendant can not be produced in Court at this time without injury to his health does now dispense with his presence at the hearing of this cause.

And now this cause is submitted to the Court for trial,finding,judgment and decree without the intervention of a jury. And the court,having heard the evidence and being fully advised in the premises finds for the petitioner, that the allegations of her complaint are true, that the defendant Evertt Weer, is an inhabitant of Hendricks County,Indiana, and the owner of real and personal property therein;that the said Evertt Weer,by reason of his infirmity, is incapable of managing his business affairs, and that a guardian should be appointed to take charge of the person and property of said defendant.

It is therefore ordered and adjudged by the Court that George Mercer be and he is hereby appointed such Guardian and he is ordered to execute bond in the sum of $1700.00

And further proceedings herein are continued.

William Burk)
Vs.) No. 9909
The Pittsburgh,Cincinnati, Chicago & St.Louis Ry.Co.)

Come the parties by counsel and by agreement this cause is continued.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo W Brill

Judge.

Saturday Morning March 9th,1918.

Court met pursuant to adjournment

Pres. Hon. GEo. W.BRill, Judge.

Edward Schmidt, et al)
VS.) No. 9486
Aetna Trust & Savings Company, et al)

Come the parties and this cause is dismissed, the costs having been paid.

In the Matter of the Petition)
of Amanda E.Feather , exals for) No. 10,010.
Drain.)

Comes now the petitioners herein and it appearing to the Court by their endorsement on the petition that the docketing thereof was fixed for the 21st day of February,1918;

And it further appearing to the Court by the acknowledgment and waiver of the service of notice which acknowledgment and waiver of service are in words and figures following,to-wit:(Here Insert), That all the persons named in said petition whose lands will be affected by said proposed drainage have each been duly notified of the filing of said petition and the time for docketing the same and that Ross Robbins, a land owner who is affected by said proposed drainage waived the service of said notice and filed his consent to the construction of said proposed drain as prayed for in the petition herein and that W.Luther Wright a land owner affected by construction of said proposed drain, Harry C.Durham, Trustee of Eel River Township, Hendricks County,Indiana, and William Joseph,Trustee of Jackson Township,Boone County,Indiana, each for themselves acknowledge the service of said notice and each for themselves file their written consent to the construction of said proposed drain as prayed for in the petition herein,which written consent for each of said parties are in words and figures as follows,to-wit: (Here Insert).

The Court finds that the lands owned by the Petitioners as set out in the petition herein and the land owned by said Ross Robbins and W.Luther Wright whose acknowledgment of service and waiver of notice are filed herewith are all and the only land owners whose lands will be affected by said proposed drain as shown in the petition filed herein and that the only highways affected by said drain will be the highway in Eel River Township,Hendricks County,indiana, and Jackson Township, Boone County,State of Indiana. And that there is no Town, City, Railroad Company or Public or Private Corporation affected by said proposed work.

it is therefore ordered by the Court that the said petition be and that the same is hereby docketed and that the same be placed on the docket of this Court as an action and a petition pending therein.

And Court adjourned until 9 oclock A.M. Monday March 11th,1918.

record read and signed in open Court.

Geo W. T Bill Judge.

Monday Morning March 11th,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W.Brill, Judge.

Ethel C.Eggers, by her next friend,etc.)
)
Vs.) No. 9942.
)
Oliver W.Merritt, et al)

Comes now Sylvester N.Merritt, heretofore appointed by the Court as Trustee for the funds belonging to Nellie M.Eggers, Stella Eggers,Helen Eggers and Christina Eggers, derived from the sale of real estate in the above entitled cause of action, and qualifies under and pursuant to said appointment and tenders to the court his bond in the penal sum of $2500.00 with William Merritt as surety thereon, which band is in the following words and figures, to-wit:(H.I.), and now the court approves said bond and endorses his approval thereon. And now said trustee takes the oath to properly discharge his duties as such trustee, which oath is as follows, to-wit:(H.I.).

And now the Court directs that the matter of the above trustee-ship be docketed upon the proper probate docket as a cause pending in this Court, and said matter is continued.

William C.Dickson)
)
Vs.) No. 9972
)
Mary Mac Curdy)

Come the parties by counsel and the defendant is ruled to answer by March 18th,1918.

Clarence Gaumer)
)
Vs.) No. 9818. Judgt. Vs. Deft. for $25.00 and costs.
)
Henry B.Krug.) J.D. 13 Page 92.

Comes now Edgar M.Blessing, an attorney at this bar and withdraws his appearance for defendant Henry B.Krug, and this case having heretofore been set for trial at the request of thedefendant's counsel before a jury, and the jury being present in court, and having been heretofore ordered to be here for the trial of this case the costs of said jury in attendance for this day is ordered taxed to Marion County,Indiana.

And this case being called for trial and the defendant failing to

appear he is now three times loudly called in open Court but comes not and wholly makes default herein.

And this cause is submitted to the Court for trial,finding and decree, and the evidence is heard and concluded, and the court being sufficiently advised in the premises now finds for the plaintiff that he is entitled to have the defendant Henry B.Krug enjoined from publishing the newspaper known and bearing the name of the Indiana Labor Bulletin, and he is entitled to have the said defendant Henry B.Krug enjoined from issuing any other publication or newspaper purporting to be the successor of the Indiana Labor Bulletin, or containing the same serial number or other special distinguishing marks previously used by the Indiana Labor Bulletin not in general use by other newspapers;also from using the bona-fide subscription list of the said Indiana Labor Bulletin, and he is entitled to recover twenty-five dollars for his damages herein.

it is therefore ordered adjudged and decreed by the Court that the defendant Henry B.Krug be and he is now hereby enjoined from publishing the newspaper known and bearing the name of the Indiana Labor Bulletin and from issuing any other publication or newspaper purporting to be the successor of the Indiana Labor Bulletin, or containing the same serial number or other special distinguishing marks previously used by the Indiana Labor Bulletin not in general use by other newspapers; also from using the bona-fide subscription list of the said Indiana Labor Bulletin, and that he recover the sum of twenty-five ($25.00) dollars and his costs laid out and expended in the sum of _____ dollars and _____cents.

Martha A.Walton)
)
VS.) No. 9996.
)
Evertt Weer)

Comes now George E.Mercer, Guardian duly appointed by the court in the above entitled cause, who now qualifies by taking oath and giving bond as by law provided and letters of guardianship are now thereupon issues to George E.Mercer as such guradian and which bond, oath and letters are in the following words and figures,to wit:(Here Insert)

Thomas E.Hamrick)
)
VS.) No. 9912.
)
Henry Beckmeyer and)
Louisa C.Beckmeyer, Gdn.)

Comes now the parties by counsel and defendants file pleas in abatement to 1st paragraph of complaint, which pleas in abatement are in the words and figures as follows, to-wit:(Here Insert). And now the plaintiff dismisses 1st paragraph of complaint, and defendants file separate demurrers to 2nd paragraph of plaintiffs complaint which demurrers are in the words and figures following,to-wit:(Here Insert)

Monday March 11th,1918 and the 7th day of the March Term,1918.

Anc Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in openeCourt.

Geo. W. Brill

Judge.

Tuesday March 12th,1918 and the 8th, day of the March Term,1918.

Tuesday Morning March 12th,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W.Brill, Judge.

Andrew J.Lepp)
Vs.) No. 9944
Henry J. McCoy, et al)

Come the parties by counsel, and defendants motion to require plaintiff to separate second paragraph of complaint into paragraphs is overruled by the Court to which ruling of the court the defendants at the time object and except.

E.Oliver Frazier)
VS.) No. 9796. Judgt vs. Defts. for $1223.10 and costs.
Harley G. Hypes and) J.D. 13 Page 93.
Allen G. Hypes.

Comes now the plaintiff in the above entitled cause by counsel and it appearing to the satisfaction of the court from the summons and the return of the Sheriff endorsed thereon, which said summons and return are as follows,to-wit:(Here Insert), that the defendants, and each of them, have been duly notified of the pendency of this action for more than ten days before the 12th day of the March Term,1917 of this Court. And the said defendants failing to appear herein and answer the complaint of the plaintiff are now three times loudly called in open Court but come not and herein wholly make default. And now this cause coming on for trial, finding and judgment upon the plaintiffs duly verified complaint, and the default of the said defendants, is submitted to the Court for trial,finding and judgment without the intervention of a jury. And the Court having heard the evidence and being fully advised in the premises, finds for the plaintiff that there is due the plaintiff from the defendants the sum of $1223.10 and costs, without relief from valuation or appraisement laws.

it is therefore considered and adjudged by the Court that the plaintiff herein recover of and from the defendants herein the sum of $1223.10 together with his costs and charges in this action, collectable without relief from valuation or appraisement laws, taxed at $__and__cents.

All of which is finally ordered and adjudged by the Court.

James Scott)
)
VS.) No. 9993. Judgt. Vs. Deft. for $716.63 and costs
)
Isaac J.Mendenhall) J.D. 13 Page 93

Comes now the plaintiff in the above entitled cause by counsel, and it appearing to the satisfaction of the Court from the summons and the return of the Sheriff endorsed thereon, which said summons and return are as follows, to-wit:(Here Insert), that the defendant Isaac J.Mendenhall has been duly notified of the pendency of this action for more than ten days before the 1st day of the present term of this Court. And the said defendant failing to appear herein and answer the complaint of the plaintiff is now three times loudly called in open Court but comes not and herein wholly makes default.

And this cause coming on for trial,finding and judgment upon plaintiff's duly verified complaint and the default of the said defendant,is submitted to the court for trial,finding and judgment without the intervention of a jury. And the court having heard the evidance and being fully advised in the premises finds for the plaintiff that there is due plaintiff for the defendant on the two notes sued on the sum of $716.63 Principal,interest and attorneys fees and costs, without any relief from valuation or appraisement laws.

It is therefore ordered and adjudged by the Court that the plaintiff herein James Scott recover of and from the defendant Isaac J.Mendenhall the sum of $716.63 together with his costs and charges in this behalf laid out and expended,collectable without relief from valuation or appraisement laws, taxed at $___and___cents.

All of which is now finally ordered and adjudged by the Court.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo.W.Pritchett Judge.

Wednesday Morning March 13th,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W. Brill, Judge.

Indianapolis Boulevard and Realty Company.)
Vs.) No. 10,013.
Samuel P.Pinter, et al)

Comes now the plaintiff by counsel and files and shows to the Court the complaint and affidavit of the non-residence of defendants therein named and asks the court for an order to be made directing the Clerk of this Court to give notice of the pendency of said cause, to all of said defendants by publication. The said complaint and affidavit are in the words and figures following,to-wit:(Here Insert)

The Court being sufficiently advised now ordersnotice to all of said defendants by publication in the "Brownsburg Record", returnable on May,17th 1918.

And this cause is continued.

Bert O.DeLong,)
John H.Ferree.)
Vs.) No. 10,016.
Urban S. Money.)

Come the petitioners and file their petition as follows,to-wit:(Here Insert), to be released from the bond of the defendant as Guardian of Arthur L. Money, a minor.

Whereupon the court directs the Clerk of this Court to issue summons for the said defendant addressed to the Sheriff of Hendricks County,Indiana, requiring said defendant to appear before the Judge of the Hendricks Circuit Court on the 25th day of March,1918, the same being the 19th judicial day of the March Term,1918, of said Court and then and there give additional bond with sureties to the approval of said Court, as Guardian of Arthur L.Money.

And further proceedings herein are continued.

Cora Pierce)
Vs.) No. 10,001
Indianapolis Traction & Ter, Company.)

Come the parties by counsel and this cause is continued by agreement to the May Term of this Court, and set for trial May 15th,1918.

Ernest M.Hornaday)
VS.) No. 9810
Terre Haute Indpls. & Eastern Traction Co.)

Come the parties by counsel and by agreement of the parties this cause is continued to the May Term of this Court.

Norman Jordan, et al)
Vs.) No. 9815 Judgt. Vs. Plffs. for costs.
David Mackey) J.D. 13 page 93.

Come the parties and plaintiffs dismiss this cause the costs taxed against the plaintiffs.

Ordered by the Court that the defendant recover of and from the plaintiffs herein his costs and charges in this behalf laid out and expended, taxed at $____and___cents.

Thomas E.Hamrick)
VS.) No. 9912.
Henry Beckmeyer and Louisa C.Beckmeyer, Gdn.)

Come the parties by counsel and the separate demurr of the defendants to the second paragraph of plaintiffs complaint is sustained by the Court, to which the plaintiff at the time objects and excepts.

Jacob Kienly)
VS.)
Indianapolis Traction &) No. 9783. Judgt. Vs, Plff. for costs.
Terminal Co.)
J.D. 13 Page 94.

Comes now Atterneys McDonald,&White and Taylor and withdraw their appearance for the plaintiff, and this cause having been set for trial in February for this date is now dismissed upon the default of the defendant and for want of prosecution.

And the Jury and Court Reporter being present their fees are hereby ordered taxed to Marion County,Ind. And it is further ordered by the Court that the plaintiff pay the costs of this action, taxed at $___and ____cents.

Ethel C.Eggers, by her next friend,etc.)
VS.) No. 9942
Oliver W.Merritt, et al)

Comes now the parties herein in the above entitled cause of action and comes also Charles M.Roark,Commissioner, and said commissioner now presents to the court and files his proofs of notice given, which proofs are as follows, (H.I.)and also his report of sale of the real estate ordered sold in this cause of action, which report, duly verified,is in ta the following words and figures, to-wit:

"State of Indiana
Hendricks County SS. In The Hendricks Circuit Court,
March Term,1918.

Ethel C.Eggers, by her next friend etc.)
VS.) Report of Sale of Real Estate.
Oliver W.Merritt, et al)

To The Hon. George W.Brill, Judge of the Hendricks Circuit Court:

Charles M. Roark,heretofore appointed Commissioner to sell the real estate in the above entitled cause of action, having first been duly sworn, begs leave to submit the following report of sale;

Notices of such sale were posted in the vicinity of the real estate as directed and ordered by the Court, proof of which posting is made by affidavit of Charles M.Roark, which is herein filed. Notice by publication was given in the Danville Gazette as directed and ordered by the Court, proof of which is made by affidavit, which is filed herein.

That on the 16th day of February,1918,at the law office of Hume & Gaston,at Danville,Indiana, at the hour of two (2) o'clock P.M. the same being the time and place fixed in said notices for the sale of said real

estate,the undersigned,as such Commissioner offered said real estate, as particularly described in the order and decree of sale, for sale at private sale.

That prior to said sale, to-wit, on the 23rd day of January,1918,this commissioner caused said real estate to be appraised by two disinterested freeholders of the County and that said appraisement was filed in this court on said 23rd day of January,1918,and approved by the Court.

That on said 16th day of February,1918, said commissioner sold said real estate to Carl Euliss and May Merritt for the sum of $6550.00, the same being the highest and best bid therefor and for much more than the appraised value thereof.

And said Commissioner reports that he sold to Carl Euliss the following described part of said real estate in Hendricks County,Indiana, to-wit:

A part of the Northeast quarter of section 34, township 16 North of range One East bounded and described as follows, to-wit: Beginning at a stone on the East line of said section 13 chains and 28½links North of the east half mile stone of said section and running thence West 40 chains and 39 links to the line running North and South through the center of said section; thence North on said line 9 chains and 59 links to within 85 links of a stone on said line; thence East 12 chains and 11 5/10 links; thence South 9/10 of a link to a stone in the center of the public road; thence East on the center line of said road 8 chains and 11 links to its intersection with the East line of the Northwest quarter of the Northeast quarter of said section, at a point one chain and 20 links south of a stone on said East line of said quarter-quarter, thence North on said line 46 links, to a point 74 links South of said stone, thence East 20 chains and 18 5/10 links to a stone on the East line of said section; thence South 9 chains and 70 links to the place of beginning, estimated to contain 38.51 acres, more or less, for the sum of $4764.65; that said purchaser has paid this commissioner said full purchase price.

And said Commissioner reports that he sold to May Merritt the following described part of said real estate in Hendricks County,indiana, to-wit: A part of the Northwest quarter of the Northeast quarter of section 34, in township 16 North of range One East, described as follows: Beginning at a stone at the Northeast corner of said quarter-quarter section and running thence West with section bearing 8 chains and 8 links to a stone; thence South with section bearing 17 chains and 85 8/10 links to a stone in the center line of the public road; thence East with the center line of said road to its intersection with the East line of said quarter-quarter section; thence North on said line 17 chains and 86 links to the place of beginning, estimated to contain 14.43 acres, more or less, for the sum of $1785.35; that said May Merritt has paid in cash the sum of $1785.35, the same being the full amount of said purchase price, and now said sums of money making in total the sum of $6550.00, the said Commissioner produces in open Court.

And now the proofs of posting of notices and publication thereof are made a part of this report and are filed herein.

Wherefore your commissioner asks that this sale may be confirmed and this report may be approved, and that the deeds herein tendered by said commissioner to said purchasers may be approved by the Court.

Charles M.Roark Commissioner.

Subscribed and sworn to this 26th day of Feb., 1918.

(Seal) John T. Hume Notary Public.
My Commission expires May 5th,1919.

and the Court, having examined and inspected said report does now approve the same and in all things confirms the sale of real estate therein reported.

It is therefore ordered by the Court and the same is hereby adjudged that said report be and the same is hereby approved and the sale of real estate therein reported is confirmed.

it is further ordered by the Court that the commissioner, the said Charles M. Roark, shall make and execute deeds of conveyance to the purchasers named and designated in said report, and which said conveyances shall bar the claims of all owners to said real estate as in said report described.

And now said commissioner tenders to the court the deeds of conveyance to Carl Euliss and to May Merritt for the real estate purchased by them as shown in the report herein, and the court, having examined said deeds does now on each of them endorse his approval as follows: "Examined and approved in open Court this 13th day of March,1918, Geo. W. Brill, Judge of the Hendricks Circuit Court.", and now said deeds are ordered delivered to the said purchasers, which is hereby done in open Court.

Also the said commissioner brings into open Court the sum of $6550.00 in cash paid by Carl Euliss and May Merritt in full for the real estate purchased by them.

And now all the doings of the commissioner herein are hereby ratified by the Court, and this cause is continued for full and final report.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court

Geo. W. Brill

Judge.

Thursday Morning March 14th,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W.Brill, Judge.

John T.Higgins)
)
VS.) No. 9902
)
Archie A.Figg.)

Comes now the Master Commissioner in the above entitled cause and files his partial report, which is in the words and figures following, to-wit:
(Here Insert)

William C.Dickson)
)
Vs.) No. 9972
)
Mary Mac Curdy)

Come the parties by counsel and the defendant files demurrer to second paragraph of complaint, which demurrer is in the words and figures as follows, to-wit:(Here Insert).

Clarence Gaumer)
)
Vs.) No. 9818. Costs for trial of cause on change of venue
)
Henry B. Krug.)

State of Indiana, Hendricks County, SS:

I, Geo.W.Brill, Judge of the 55th Judicial Circuit of Indiana, and Judge of the Hendricks Circuit Court of said State, in which the above and foregoing case was tried, adjudicated and disposed of having this day examined the foregoing account in favor of the County of Hendricks and against the County of Marion in said State, and having heard record and other evidence touching the same, and being advised as to the law in reference thereto;

It is by me ordered and adjudged that said account is in all things correct, and the account thereof, to-wit: Forty-two Dollars and Fifty Cents in the case of Clarence Gaumer VS. Henry B.Krug is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against said County of Marion in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of

Hendricks and this shall be his sufficient voucher and authority for so doing.

Geo.W.Brill.

Judge 55th Judicial Circuit of Indiana.

Jacob Kienly)
)
VS.) No. 9783. Costs for trial of cause on change of Venue.
)
Indianapolis Traction &)
Ter. Company.

State of Indiana, Hendricks County,SS:

I, Geo.W.Brill, Judge of the 55th Judicial Circuit of Indiana, and Judge of the Hendricks Circuit Court of said State, in which the above and foregoing case was tried, adjudicated and disposed of having this day examined the foregoing account in favor of the County of Hendricks and against the County of Marion in said State, and having heard record and other evidance touching the same, and being advised as to the law in reference thereto;

It is by me ordered and adjudged that said account is inall things correct, and the account thereof, to-wit: Forty-two Dollars and Fifty Cents, in the case of Kienly VS. Indpl's Tr. & Ter. Co. is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against said County of Marion in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher and authority for so doing.

Geo. W.Brill

Judge 55th Judicial Circuit of Indiana.

Thursday March 14th,1918 and the 10th day of the March Term,1918.

Thursday Morning March 14th,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W.Brill, Judge.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo. W. Brill Judge.

Friday March 15th,1918 and the 11th day of the March Term,1918.

Friday Morning March 15th,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W.Brill, Judge.

State of Indiana)
VS.) No. 5144.
Fred Fox)

Comes now the State of Indiana by Carey W.Gaston, Prosecuting Attorney and moves the Court that a bench warrant be issued for the defendant herein Fred Fox. And the Court being fully advised and informed in the premises sustains said motion and thereupon the Clerk issues the warrant accordingly. And the Court fixes the Bond of the defendant herein Fred Fox in the sum of Five Hundred ($500.00) Dollars.

Andrew J.Lepp)
VS.) No. 9944
Henry J. McCoy, et al)

Come the parties by counsel and defendants file second paragraph of answer to plaintiffs' first paragraph of complaint, which second paragraph of answer is in the words and figures following,to-wit:(Here Insert). And defendants also file separate and several answers to plaintiff's second paragraph of answer, which answers are as follows, to-wit:(Here Insert)

Laura L. Grissom)
VS.) No. 9962
Indianapolis Traction & TErminal Co. & C.C.C.& St.L. Ry. Co.)

Come the parties, in person and by their attorneys, and this cause being at issue is now called for trial and the Sheriff as ordered by the Court brings into open Court the jurors of the Jury to-wit: M.O.Genbry, Zack Ragan, Thomas F.White, Henry Leach, Edward Mills, James McCoun, LeRoy Nash, Riley GEphart, V.R.Stephenson, Alva Edmonson, V.R.Rudd, and W.J.Ragsdale,twelve good and lawful men householders and freeholders of hendricks County,Indiana, and legal voters therein, who are duly and legally empaneled and sworn in open Court to well and truly try the issues joined in this cause and a true verdict give according to law and the evidence adduced.

And the evidence having been heard in part the defendant moves that the examination of the plaintiff be published, and the Court being fully advised in the premises sustains

said motion andorders the examination published. And the evidence having been heard in part this cause is continued to 9 oclock A.M. to-morrow.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

G. W. Bell Judge

Saturday Morning March 16th,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W.Brill, Judge.

Laura L. Grissom)
)
Vs.) No. 9962
)
Indianapolis Traction &) Judgt. Vs. Defts. for $500.00 and costs.
Terminal Company, and)
C.C.C.& St. L. Ry. Co.) J.D. 13 Page 94.

Come again the parties by counsel, and the Sheriff as ordered by the Court brings into open Court the jury heretofore empaneled for the trial of this cause. And the evidence and argument of counsel having been heard and concluded the Court instructs the Jury in writing and in writing only, giving of his own motion instructions numbered 1,2,3,4,5,6,7,and 8 both inclusive. And now both plaintiff and defendants object and except to the giving by the Court of each of said instructions.

And now the Court orders all of said instructions given by the Court together with all the exceptions noted thereon and taken thereto filed and made a part of the record in this cause, and which are in the words and figures following, to-wit:(Here Insert).

And after hearing the instructions of the court the Jury retires to its room in charge of a sworn bailiff to deliberate upon a verdict.

And after due deliberation said jury returns into open Court and present the following verdict:

"Laura L. Grissom)
)
VS.)
)
Indianapolis Traction and) No. 9962
Terminal Company,a corporation,)
The Cleveland,CinCinnati,Chicago) VERDICT.
and St. Louis Railway Company,a)
corporation.)

We the Jury find for the plaintiff against the defendants Id Indianapolis Traction and Terminal Company,a corporation, and The Cleveland Cincinnati, Chicago and St.Louis Railway Company, a corporation, and assess her damages at $500.00.

A.T.Edmonson Foreman.

And the Court being fully advised and informed in the premises renders judgment upon the foregoing verdict as follows:

It is therefore ordered and adjudged by the Court that the plaintiff herein Laura L.Grissom recover of and from the defendant Companies herein Indianapolis Traction & Terminal Co. and C.C.C. & St.L. Ry. Co., the sum of Five Hundred ($500.00) Dollars, together with all costs in this action taxed at $___and___cents.

All of which is now finally ordered and adjudged by the Court.

Saturday March 16th,1918 and the 12th day of the March Term,1918.

And Court adjourned until 9 oclock A.M. Monday March 18,1918.

Record read and signed in open Court.

Geo. W. Brill

Judge.

Monday March 18th,1918 and the 13th day of the March Term,1918.

Monday Morning March 18th,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W.Brill, Judge.

Ethel C.Eggers, by her next friend, etc.)
VS.) No. 9942
Oliver W. Merritt, et al.)

Comes now Sylvester N. Merritt, trustee of funds belonging to Nellie M.Eggers, Stella Eggers, Helen Eggers and Christina Eggers, and presents to the Court his petition to invest $1200.00 of said funds in the third issue of the Liberty Loan Bonds, which petition is in the following words and figures, to-wit:(Here Insert).

And the Court having examined said petition and being fully advised and informed in the premises doth now grant the prayer of said petition.

It is there ore ordered and adjudged by the Court that Sylvester N.Merritt, trustee as aforesaid, be and he is hereby authorized to invest the sum of $1200.00 in the third issue of Liberty Loan Bonds, the interest and income of said bonds to be paid to NEllie M.Eggers so long as she may live and for and during her natural lifetime only and at her death to be equally divided among her surviving children, issue of her body surviving her, all of which is now hereby ordered by the Court.

Appointment of Members of Children's Guardians for Hendricks County,Indiana.

Be It Known, That Mrs. Thomas J. Christie and Mrs. David Hadley are hereby re-appointed as members of the Board of Children's Guardians for Hendricks County,State of Indiana, the said Mrs. Thomas J.Christie and Mrs. David Hadley to serve three years from March 18th,1918.

Done this the 18th day of March 1918.

George W.Brill, Judge Hendricks Circuit Court.

And now come each of the above named appointees and accept said appointment and take and subscribe the following oath:- "To support the Constitution of the United States and the Constitution of the State of Indiana, and faithfully and impartially discharge their duties as Members of the Board of Children's Guardians for Hendricks County,in the State of Indiana, to the best of their skill and ability; so help them God."

And now ceritficates of said appointments are issued to each of said members with their oaths endorsed thereon.

County Board of Charities.

Comes now the Hon. George W.BRill, Judge of the Hendricks Circuit Court and pursuant to Statute, wherein it provideS for the creation of Boards of County Charities, files the following appointments,to-wit:

I hereby appoint Dr. Amos Carter and re-appoint Mrs. T.J.Christie and Mrs. David Hadley as members of the Board of County Charities for Hendricks County,State of Indiana, toserve as follows:

Dr. Amos Carter to serve two years and Mrs. T.J.Christie and Mrs. David Hadley to serve three years from this date, March 18th,1918, or until their successor has been appointed to suceed them.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo. W. Brill

Judge

Tuesday Morning March 19th,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W. Brill, Judge.

State of Indiana)
)
Vs.)
) NO. 5145.
Jesse G. Allen,)
Mary Allen.)

Comes now the State of Indiana by Carey W.Gaston, Prosecuting Attorney and moves the Court that a bench warrant be issued for the defendant herein Jesse G.Allen and the Court being fully advised and informed in the premises sustains said motion and thereupon the Clerk now issues the warrant accordingly. And the Court fixes the bond of the defendant Jesse G. Allen in the sum of One Thousand ($1000.00) Dollars.

John T. Higgins)
)
VS.) No. 9902.
)
Archie A. Figg.)

Comes now the defendant in the above entitled cause by counsel and files exceptions to Master Commissioner's partial report, which exceptions are as follows, to-wit:(Here Insert).

Ersie M. Walter, et al)
)
Vs.) No. 10,015. Notice to Non-residents.
)
Oscar Coleman.)

Come now the plaintiffs and file the affidavit of Solon A.Enloe herein, which affidavit is as follows, to-wit:(H.I.), from which it appears that the defendant Anna Coleman is not a resident of the State of Indiana, and it is therefore ordered that notice of the filing and pendency of this suit be given the said Anna Coleman by publication in the "Republican", and that as to said defendant this cause is returnable on the 7th day of the next May Term of this Court, the same being the 13th day of May,1918.

Mattie J.Carter)
)
Vs.) No. 10,011.
)
Isaac J. Mendenhall,)
Malinda Mendenhall)

Come the parties by counsel and Edgar W.Shirley asks to be made a party defendant in this cause of action, and the Court being fully advised in the premises orders Edgar W. Shirley made a party defendant in this cause.

And comes now Edgar W.Shirley by counsel and files answer and cross-complaint, which answer and cross-complaint are as follows, to-wit:(here Insert). And the Court orders summons issued on cross-complaint to Isaac J. Mendenhall and Malinda Mendenhall returnable March 30th,1918.

Bank of Lizton)
)
VS.) No. 10,012.
)
Isaac J. Mendenhall,)
Malinda Mendenhall.)

Come the parties by counsel and Edgar W. Shirley asks to be made a party defend nt in this cause of action, and the court being fully advised and informed in the premises orders Edgar W. Shirley made a party defendant in this cause.

And comes now Edgar W. Shirley by counsel and files answer and cross-complaint, which answer and cross-complaint are as follows, to-wit:(Here Inser And the Court orders summons issued on cross-complaint to Isaac J. Mendenhall and Malinda Mendenhall returnable March 30th,1918.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo W. Bell

Judge.

Wednesday Morning March 20th,1918.

Court met pursuant to adjournment.

Pres. Hon. Geo. W.Brill, Judge.

Melvina E.Phillips, et al)
)
VS.) No. 9859.
)
Roy J.Phillips, et al.)

Come now again the parties and comes also Cleo L.Hunt, the duly appointed, qualified and acting Commissioner to sell the real estate ordered sold, and files his report of said sale, and which report is in the words and figures as follows:

"State of Indiana,)
SS:)
Hendricks County)
)
Melvina E.Phillips, Clarence B.Phillips,)
Permelia Phillips, Iva J.Bell, Charles H.Bell,) No. 9859.
Susie Smith, James Smith, Ruth Smith, Riley Smith,)
) Report of Sale.
VS.)
)
Roy J.Phillips, Hiram Phillips, Edgar Tharp,)
Delta Phillips, Forrest Johnson, Rhoda Johnson,)

The undersigned Commissioner, appointed to make sale of real estate in the foregoing entitled action for partition, respectfully reports to the Court,that, pursuant to the order ofsaid Court, he caused said real estate to be appraised by M.T.Hunter, and Edgar Thompson, two disinterested freeholders of said county, and that the same was appraised by said appraisers at $17500.00, a copy of which appraisement is filed herewith and made a part of this report; the undersigned would further report that he caused notice of the time and place of said sale to be given by publication in the"Brownsburg Record", a newspaper printed and published in the Town of Brownsburg,hendricks County,Indiana, and being the nearest newspaper so printed and published, to the real estate, and by posting up notices in Brown Township, the township in which said real estate is located, and in at least Three public places therein, and more than two other such notices of said sale in other portions of Hendricks County, Indiana, and in many places therein said county, proofs of such publication and posting being filed herewith and made a part of this report as follows, to wit: (Here Insert).

That on Saturday, the 24th. day of November, 1917, the same being the day fixed for said sale by said notices, the undersigned, as such commissioner, offered said real estate for sale at private sale at Hunter Bank, in the town of Brownsburg, Hendricks County, Indiana, pursuant to said notice, and receiving no sufficient bid therefor, the said sale was continued from day to day thereafter until the 20th day of March, 1918, when one Thomas J.Sandusky did bid therefor said real estate the sum of $20,000.00, and that being the highest and best bid

received and more than the full appraised value thereof, the said real estate was then and there sold to the said Thomas J.Sandusky for said sum of $20,000.00, subject to the approval of the Court.

The Commissioner would further report to the Court that after the order heretofore made for the sale of said real estate but prior to the sale thereof it was discovered that out of a portion of the real estate ordered sold and described as follows,to-wit: The West half of the South West Quarter of Section 15, Township 17 North, Range 1 East;

Also the North West Quarter of the North West quarter of Section 22, Township 17 North, Range 1 East;

Also the North Half of the South West Quarter of the North West quarter of Section 22, Township 17 North, Range 1 East, there had been a small tract as follows, to-wit: A part of the South West quarter of Section 15, Township 17 North, Range 1 East, bounded by beginning a distance of 29 rods and 12 feet east of the South-west corner of said quarter section; thence North 13 rods; thence East 10 rods; thence South 13 rods; thence West 10 rods to the place of beginning, containing 130 square rods, conveyed to the Methodist Protestant Church,Corinth Class, of Hendricks County,Indiana, so long as the same was used for religious purposes, and when not os used the same to revert to the grantor,his heirs or assigns; that the purchaser, being fully appraised of said conveyance before he made his said bid, did accept said real estate and with the said conveyance aforesaid, and did pay the said consideration as aforesaid all in cash which this Commissioner now produces in Court.

Wherefore this Commissioner now asks that said sale and all of his acts in the premises may be confirmed, and this report approved.

Cleo L.Hunt.

Subscribed and sworn to before me this the 20th day of March,1918.

(Seal) Zimri E.Dougan Notary Public.
My Com. ex. July 8th,1921.

And the Court having seen and inspected said report, approves the same.

it is therefore ordered by the Court that said Commissioner, the said Cleo L.Hunt, shall make and execute a deed of conveyance to said purchaser, and which conveyance shall bar the claims of all owners to said real estate in said report and heretofore in these proceedings fully described.

And now said Commissioner produces said deed duly executed by him as ordered by the Court, and the court having inspected the same, does now approve said deed and does indorse his approval thereon as follows: "Examined and approved in open Court this 20th day of March 1918. Geo.W.Brill, Judge Hendricks Circuit Court."

And now said deed is delivered to the said purchaser as evidence of his title, and further proceedings herein are continued for the financial report of the said Commissioner.

Wednesday March 20th,1918 and the 15th day of the March Term,1918.

Solomon T.Ellis and
Martha H.Ellis his wife
VS.
John Trotter if living, if dead, the unknown widow, heirs,devisees, legattes, administrators,executors, assigns and legal representatives of John Trotter,deceased, et al.

No. 9979.

Order granting Leave to Add Formal parties and to amend Complaint and all papers herein.

Now at this time come the plaintiffs by Downard & TAylor their attorneys and present and file a motion to add formal parties and to amend the complaint and all the papers herein which is in the words and figures as follows, to-wit:

"State of Indiana
Hendricks County, SS: In the Hendricks Circuit Court
March Term,1918.

Solomon T.Ellis and
Martha H.Ellis his wife
VS.
John Trotter if living,if dead, the unknown widow,heirs,devisees, legatees, administrators,executors, assigns and legal representatives of John Trotter,et al.

No. 9979.

Motion to add formal parties and Amend Complaint and all papers herein.

The plaintiffs herein by Downard &Taylor their attorneys, move the Court for permission to amend the complaint and all papers and proceedings herein so that the names of the defendants mentioned herein as, Mary Heckathorn, widow of William Heckathorn,deceased, Key Lawler, Mary Almanda Swift, widow of Bud Swift,deceased, Kora Plummer, John H.Plummer, and Vada Plummer his wife, Charles A.Plummer,Anna Plummer his wife, Peter Storm, Anderson T.Burgan and Clara B.Burgan his wife, Henry Harvey Burgan unmarried, Joseph E.Plummer and Ada Plummer his wife, Dovey Maud Pigg and Margaret Burgan will appear in said complaint and proceedings herein as Marry M.Heckathorn,widow of William Heckathorn,deceased, Cornelius C. Lawler, Almanda Swift, widow of Bud Swift,deceased, Korah L.Plummer, John Harvey Plummer, Zada May Plummer, Charles Asbury Plummer, Anna Mary Isabella Plummer, Peter A.Storm, Anderson Tranum Burgan, Clara Bell Burgan Henry H.Burgan, Joseph Edgar Plummer, Sarah Ada Plummer, Dovie Maud Pigg and Margaret E.Burgan and to add as a defendant herein the name of Charles I.Burgan,unmarried. All of which is respectfully submitted to the Court,

Downard & Taylor.
Attorneys for PlAintiffs."

And the Court being fully advised in the premisesssustains said motion and orders that the complaint and all the papers and proceedings herein be and the same are hereby amended as prayed for in said motion.

Wednesday March 20th,1918 and the 15th day of the March Term,1918.

Andrew J.Leap
vs
Henry J. McCoy, et al.

No. 9944.

Come the parties in person and by their attorneys and plaintiff files reply in general denial to defendants second paragraph of answer to plaintiffs first paragraph of complaint, which reply in general denial is in the words and figures following,to-wit (Here Insert).

And this cause being at issue is now called for trial and the Sheriff as ordered by the Court brings into open Court that Jurors of the Jury,to-wit: V.R.Stephenson, Chas. Sanders, Chas.F.McClelland, Riley Gephart, LeRoy Nash, James McCoun, W.E.Vannice, A.O.Wright, Thomas F.White, Zack Ragan, Hugh Brown, and J.E.Humston twelve good and lawful men householders and freeholders of Hendricks County,Indiana, and legal voters therein, who are duly and legally empaneled and sworn in open Court to well and truly try the issues joined in this cause and a true verdict give according to law and the evidence adduced. And the evidence having been heard in part the plaintiff now rests. And the defendants move the Court for peremptory instructions in favor of defendants upon the second paragraph of complaint, and the Court being fully advised in the premises sustains said motion and defendants separatley and severally move the Court to find for the defendants and each of them upon the first paragraph of complaint, and the Court being fully advised overrules said motion to which ruling of the Court the defendants each object and except.

And the evidence of the defendants having been heard in part this cause is continued to 9 oclock A.M. to-morrow. And the Jury is allowed to separate under instructions of the Court as to their duties during such separation.

Bert O.DeLong
John H. Ferree
VS.
Urban S. Money.

No. 10,016.

Comes now the defendant Urban S. Money by counsel and files a new Guardian's Bond with Herman Barker and Robert Euliss as sureties thereon, which Bond is in the words and figures following, to-wit:(HEre Insert). And said Bond is now approved by the Court.

Wednesday March 20th,1918 and the 15th day of the March Term,1918.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo W. Brill Judge.

Thursday March 21st,1918 and the 16th day of the March Term,1918.

Thursday Morning March 21st,1918.

Court met pursuant to adjournment.

Pres. Hon. Geo. W.Brill, Judge.

Katie Bledsaw)
VS.) No. 9989.
Frank S.Clark)

Comes now the plaintiff by counsel and by leave of the Court files herein her second paragraph of complaint, which is in the words and figures following, to-wit: (Here Insert).

Josephine Kitchell)
Vs.) No. 9398. Judgt. Vs. Plff. for costs.
Indianapolis Traction &)
Terminal Company.) J.D. 13 Page 94.

Come the parties by counsel and this cause is dismissed by the plaintiff, the costs taxed against the plaintiff.

Ordered by the Court that the defendant Company herein recover of and from the plaintiff herein their costs and charges herein laid out and expended, taxed at $____ and ___cents.

John E. Vestal)
VS.) No. 10,021. Notice to Non-Residents.
Joseph C.Brown, et al)

Comes now the plaintiff and files by counsel his complaint and affidavit which are as follows, to-wit:(HEre Insert), from which it appears that the defendants herein are Non-residents of the State of Indiana, and it is therefore ordered that notice of the filing and pendency of this suit be given to them by publication in the "Plainfield Messenger", and that as to said defendants this cause is returnable on the 8th day of June,1918.

Frank A.Hamilton)
)
Vs.) No. 9948.
)
J.W. Frazee)

Come the parties by counsel and the plaintiff files written dismissal of this cause, the costs having been paid, which written dismissal is in tHe words and figures following, to-wit:(Here Insert).

Andrew J. Leap)
)
VS.) No. 9944. Judgt. Vs. Plff. for costs.
)
Henry J.McCoy, et al.) J.D. 13 page 95.

Come again the parties by counsel, and the Sheriff as ordered by the Court brings again into open Court the Jurors of the Jury heretofore empaneled for the trial of this cause.

And the balance of the evidence having been heard and concluded at the conclusion of the evidence and before the argument of counsel the defendants files request for written instructions and tenders and requests instruction numbered 1,2,3,4,5,6,7,8,9,10, and 11 both inclusive, which are as follows, to-wit:(Here Insert).

And the argument of counsel having been heard and concluded the Court instructs the Jury in writing and in writing only, giving instructions numbered 1,2,3,4,5,6,7,8,9,10,11,12,13,14, and 15 both inclusive, numbers 5,8,10, and 12 of which being the instructions numbered 2,3,6, and 7 tendered and requested by the defendants. And defendants object and except to each of the instructions given by the Court of its own motion and the refusal of the Court to give instructions tendered numbered 1,4,5,8,9,10 and 11 given by defendants.

And now the Court orders all of said instructions given by the Court, together with all of the instructions tendered and requested by defendants, both those given and those refused with the respective exceptions thereto filed and made a part of the record in this cause, and which are in the words and figures following, to-wit:(Here Insert).

And after hearing the instructions of the Court the Jury retires to its room in charge of a sworn bailiff to deliberate upon a verdict.

And after due deliberation said jury returns into open Court and present the following verdict:

"Andrew J.Leap)
VS.) No. 9944.
Henry J. McCoy, et al)

VERDICT.

We the Jury find for the defendants.

James McCoun Foreman.

And now the Court being fully advised in the premises renders judgment upon the foregoing verdict as follows:

It is therefore ordered and adjudged by the Court that the plaintiff take nothing in this action and the defendants herein recover their costs and charges in this cause laid out and expended, taxed at $___and___cents.

Thursday March 21st,1918 and the 16th day of the March Term,1918.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo W. T Brill

Judge.

Friday March 22nd,1918 and the 17th day of the March Term,1918.

Friday Morning March 22nd,1918.

Court met pursuant to adjournment.

Pres. Hon. Geo. W.BRill, Judge.

John T.Sawyer)
)
VS.) No. 9954.
)
J.W.Haase)

Come the parties and this cause is continued to 9 oclock A.M. to-morrow at costs of the defendants. And the Jury and Court Reporter having been ordered to be present their costs are ordered taxed to Morgan County.

John T.Higgins, et al)
Harry Higgins)
)
Vs.) No. 9902.
)
Archie A.Figg)

Comes now the parties and also comes the Master Commissioner herein and by agreement of the parties it is ordered by the Court that a partial distribution of the funds in the hands of the Master Commissioner appointed herein be made to Harry Higgins and Archie A.Figg but in making said distribution said Commissioner shall not reduce the amount in the Bank below the sum of $500.00.

Friday March 22nd,1918 and the 17th day of the March Term,1918.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo W. Bond Judge.

Saturday Morning March 23rd,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W.Brill, Judge.

John T.Sawyer)
VS_) No. 9954
J.W.Haase)

Come the parties by counsel and the Jury having on yesterday been ordered to return for this cause their fees are ordered taxed to Morgan County,Ind. And now the defendant by leave of the Court files third paragraph of answer, which is in the words and figures following, to-wit:(Here Insert) And the Plaintiff files answer is general denial, which answer is as follows, to-wit:(HEre Insert). And now by agreement of the parties this cause is cubmitted to the Court for trial, and the evidence having been heard in part this cause is continued to April 8th,1918.

In the Matter of the Petition of)
Amanda E.Feathers, ex als) No. 10,010.
For Drain.)

Comes now the petitioners herein and all parties who are land owners and effected by said proposed drain having filed their consent to the construction thereof and all townships whose roads are effected by said proposed drain, by their respective trustees having filed their consent to the construction of said drain and it being shown to the Court that no person who is a land owner, no Township Trustee, Mayor of any City, President of the Board of Trustees of any Town or City or President of any Rail-Road Company or any public or private Corporation who has any right to remontrate against said drain;

It is therefore ordered by the Court that Pleasant A.Hackleman a reputable and disinterested free-holder of Eel River Township in said County, in which Township the proposed drain is to be located and constructed be and he is hereby appointed Drainage Commissioner to act upon the said above petition, with the Drainage Commissioners of said County heretofore appointed that the said Pleasant A.Hackleman shall take an oath as required by law before entering upon his duties herein that he will faithfully and honestly perform the same.

It is further ordered by the Court that the said Petition for said proposed drain be and the same is hereby refered to the Drainage Commissioners

Jesse P.Johnson, W.A.Berry and Pleasant A.Hackleman and all of said Drainage Commissioners are hereby ordered to meet at 2 oclock P.M. on the 27th day of march,1918, at the Court Auditors Office in the Town of Danville, Indiana and that upon being duly qualified they proceed to perform the duties required of them by law and that they report their doings herein to this Court during this Termcof Court.

It is further ordered that a certified copy of said petition and of this order be delivered to said Drainage Commissioners by the Clerk of this Court.

Saturday March 23rd,1918 and the 18th day of the March Term,1918.

And Court adjourned until 9 oclock A.M. Monday March 25th,1918.

Record read and signed in open Court.

Geo. W. Bill Judge.

Monday March 25th,1918 and the 19th day of the March Term,1918.

Monday Morning March 25th,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W.BRill, Judge.

Benjamin V.Craig)
)
VS.) No. 9951.
)
HAl B. Sheetz)

Come the parties by counsel and defendant movies the Court for the publication of all depositions on file, and the Court being fully advised and informed in the premises sustains said motion, and all depositions on file are ordered published.

Bert O. DeLong)
John H. FErree.)
)
Vs.) No. 10,016. Judgt. Vs. Plffs. for costs.
)
Urban S. Money) J.D. 13 Page 95.

Comes now the defendant and within the time allowed by the order of this Court heretofore made, tenders his additional bond as Guardian of Arthur L.Money, a minor, which said bond is duly approved by the Court.

And the said Guardian is ordered by the Court to make and present his certain report as Guardian of the said Arthur L.Money, showing the present condition of the said trust. And now comes the said Urban S.Money, Guardian as aforesaid, and presents his said report, as follows, to-wit:(Here Insert). And the Court having examined said report and being fully advised in the premises, does now approve the same, and orders the continuance of the trust under the former appointment of this Court and under the additional bond in this proceedings duly filed and approved by the Court.

And it is now therefore ordered by the Court, and adjudged and decreed that the plaintiffs, Bert O.DeLong and John H.Ferree, as sureties upon the original bond executed by the defendant, Urban S.Money, as Guardian of Arthur L.Money, be and they are hereby released and discharged from all liability on account of any further acts,defaults or omissions of their said principal as such Guardian.

All of which is now ordered,adjudged and decreed by the Court, at the cost of the petitioners,taxed at $___and___cents.

Lura M.Crawley)
)
VS.) No. 9974.
Job Cowley, et al.)

Come now the parties, and comes now also Dayton McConaha, the Commission heretofore appointed, and files his report of the sale of real estate heretofore ordered sold in this proceeding, which said report is as follows, to-wit

"Lura M.Crawley)
)
Vs.) No. 9974 Report of Land Sale.
)
Job Cowley, et al)

The undersigned Commissioner,appointed in the above entitled cause to make sale of the real estate hereinafter described, respectfully reports:- That pursuant to the order in said cause entered, he had an appraisement made of said real estate by William A.Berry and Robert E.Parker, disinterested householders of the neighborhood, which appraisement has been heretofore filed in this Court.

That said Commissioner gave notice of the time,terms and place of the sale of said real estate by three publications in the"Hendricks County Republican", a weekly newspaper of general circulation, printed and published in Hendricks County,Indiana, the last of which publications was so made on the seventh (7) day of March,1918, a copy of which said notice with the proof of publication thereto attached, is filed herewith and made a part of this report; That on the 23rd day of March 1918, being the time fixed for such sale, and at the place in said notice specified, said Commissioner offered said real estate for sale at private sale, and Thomas Cowley having then and there bid therefor the sum of Twenty-eight Thousand ($28,000.00) Dollars,and that being the highest and best bid received,and being more than the full appraised value thereof, said commissioner, subject to the approval of this Court, sold to said Thomas Cowley, for said sum, the real estate so ordered sold, and described as follows, to-wit:- The West half of the Southwest quarter of Section one (1); the south half of the Northwest quarter of Section one (1), excepting a strip seven (7) rods wide off the East end thereof, beginning at the North line of said half-quarter and extending to within one(1) rod of the south line of said half-quarter; also five(5) acres off of and across the entire South end of the Northwest quarter of the Northwest quarter of section one(1); also a strip one (1) rod in width off of the South side of the Northeast quarter of Section one (1), extending from the west line of said quarter to the Danville and Pittsboro Highway; also about twenty-two and one-half acres off of the south end of the East half of the Northeast quarter of section two (2), and bounded as follows; Beginning at the Southeast corner of said half quarter, and running thence North, on the East line thereof forty-four (44) rods and eleven (11) feet, to a public drain, thence in a southwesterly direction some rods, and thence in a northwesterly direction, all with the line of said drain to the west line of said half-quarter, at a point fifty-three (53) rods and eight (8) feet from

the southwest corner of said half-quarter, thence South, on said west line to the southwest corner of said half-quarter, thence East on said south line to the place of beginning, also, the Northeast quarter of the Southeast quarter of Section two (2),- and all of said lands being in Township Sixteen (16) North, Range One (1) West, Hendricks County,Indiana.

That said purchaser has complied with the terms of said sale be paying in cash one-third of the purchase money and executing his notes in equal amounts for the residue payable in nine and eighteen months, waiving relief, bearing six percent interest from date, and providing for attorneys fees, and stands ready, upon confirmation of this sale to secure said notes by mortgage upon the premises sold.

And said Commissioner now brings into Court the proceeds of said sale, tenders herewith his deed as such Commissioner, to said purchaser, and asks that the same be approved and that his acts in the premises, as such Commissioner be now approved.

Dayton McConnaha

State of Indiana, Hendricks County,SS:

Dayton McConnaha, being duly sworn upon his oath says, that the matters and things in the foregoing report stated are true.

Dayton McConnaha

Subscribed and sworn to before me this 25th day of march 1918.

(Seal) Solon A.Enloe. Notary Public.
My Com. Ex. June 27,1920.

from which it appears, and the Court so finds, that said Commissioner gave due notice of the time,terms and place of said sale, and that he, as such Commissioner, before said sale, had said lands duly appraised, by competent appraisers; that said Commissioner, at the time and place appointed for said sale, as by said notice so given, sold said lands at private sale to Thomas Cowley for Twenty Eight Thousand (28,000.00) Dollars, that being the highest and best bid received, and being more than the full appraised value of said alnds; that said purchaser paid one-third part of s id purchase price in cash, and executed his notas for the residue of said purchase price, in conformity with the prior order of this court in this cause, which cash and notes are now, by the Commissioner, brought into Court.

And the Court being now sufficiently advised in the premises, now in all things approves said Commissioners report and natifies and confirms said sale.

And said Commissioner now presents to the Court his Commissioners deed to said lands, conveying the same to said Thomas Cowley, which said deed is now examined by the Court, found to be in proper form, and the same is now approved by the Court, and the Commissioner is ordered to deliver said deed to said Thomas Cowley, as evidence of his title to said lands, taking a mortgage from said Thomas Cowley, on said lands, to secure said unpaid purchase money notes.

All of which is ordered,adjudged and decreed by the Court, and day is given.

Thomas B. Noble)
)
VS.) No. 9955. Judgt. Vs. Deft. for $300.00 and costs.
)
Jesse D.Hamrick) J.D. 13 Page 95.

Come the parties in person and by their attorneys and this cause being at issue is now called for trial and the Sheriff as ordered by the Court brings into open Court that Jurors of the Jury, to-wit: LeRoy Nash, Riley Gephart, Edward Mills, Henry Leach, Hugh Brown, Thomas F.White, Zack Reagan James McCoun, Chas. Sanders, C.F.McClelland, W.E.Vannice, and J.E.Humston twelve good and lawful men householders and free holders of Hamdricks County,Indiana and legal voters therein, who are duly and legally empaneled and sworn in open Court to well and truly try the issues joined in this cause and a true verdict give according to law and the evidence adduced.

And the evidence having been heard and concluded at the conclusion of which the defendant tenders to the Court its instructions numbered 1,2,3,and 4 both inclusive, and request that they and each of them be given to the Jury as a part of the instructions in this cause, which are as follows,to-wi (here Insert). And the Court refuses to give each of said instructions.And the defendant objects and excepts to the Courts refusal to give said instructions. And now the Court gives of its own motion instructions numbered 1,2,3,4, and 5 both inclusive to each of which the defendant at the time objects and excepts.

And now the Court orders all of said instructions tendered and refused together with those given by the Court of its own motion, together with the respective exceptions thereto filed and made a part of the record in this case.

And after hearing the instructions of the Court the Jury retires to its room in charge of a sworn bailiff to deliberate upon a verdict.

And afterddue deliberation said Jury returns into open Court and presents the following verdict:

"Thomas B.Noble)
)
Vs.) No. 9955
)
Jesse D.Hamrick)

VERDICT.

We, the Jury find for the plaintiff and assess the amount of his recovery at $300.00.

James McCoun. Foreman.

And the Court being fully advised and informed in the premises renders judgment upon the foregoing verdict as follows:

it is therefore ordered and adjudged by the Court that the plaintiff herein recover of and from the defendant herein the sum of $300.00,together with all costs in this action taxed at $____and____cents.

All of which is now finally ordered and adjudged by the Court.

Lucy Lampard May)
)
VS.)
) NO. 9888. Decree Judgt. Vs. Plff. for costs.
Abner Wiley, et al.)
J.D. 13 Page 95.

Comes now the plaintiff by Stuart A.Coulter, her attorney, and it appearing to the satisfaction of the Court by the summons issued herein and the return of the Sheriff thereon, which summons and return read as follows:(H.I.) that the defendants Rose Rooker Randall and Louis Randall have been duly notified of the pendency of this action more than ten days prior to the return day named in said summons; and it appearing further by the proof of publication of the notice filed in this cause, which notice and proof of publication thereof reads as follows (H.I.), that the defendants Abner Wiley and Jane Wiley, his wife, Wilson Button, Worth &Brothers, John C.Johnson, Sarah Johnson, Sarah Johnson and Alfred Johnson, her husband, Calvin Johnson and Rebecca Johnson, his wife, Jesse Johnson and Emma Johnson, his wife, Julia A.Johnson, Phoebe Johnson Gossett and Alva Gossett, her husband, Isaac Johnson, Lydia Johnson Rooker and Calvin Rooker,her husband, Nathan J.Johnson, Calvin Johnson, Clarence Johnson, Ina Johnson White, Carey Reagan and Sarah Reagan, his wife, Ralph Reagan, Dorsey Reagan, Sarah Jenkins, Lydia Todd, Elizabeth Tomlinson, and the unknown husband and unknown wife of each and every of the above named defendants hereinafter named, if such defendant or defendants be living and married, and if such defendant or defendants be dead, the unknown widower, widow,heirs and devisees, if any there be, of each and every of said defendants hereinafter named,to-wit: Abner Wiley, Jane Wiley, Wilson Button, Worth & Brothers, John C.Johnson, Sarah Johnson, Sarah Johnsnn, Alfred Johnson, Calvin Johnson, Rebecca Johnson, Jesse Johnson, Emma Johnson, Julia A.Johnson, Phoebe Johnson Gossett, Alva Gossett, Isaac Johnson, Lydia Johnson Rooker, Clavin Rooker, Nathan J.Johnson, Calvin Johnson,Clarence Johnson, Ina Johnson White, Carey Reagan, Sarah Reagan, Ralph Reagan, Dorsey Reagan, Sarah Jenkins, Lydia A.Todd, and Elizabeth Tomlinson, have been duly notified of the pendency of this action by threesuccessive weekly publications in the Danville Gazette, a newspaper of general circulation, printed and published in the English Language, in the city of Danville, Hendricks County,Indiana, the last of which publications was made more than thirty days before the first day of the present term of this Court. And said defendants failing to appear, and being now three times loudly called, come not but wholly make default, and on motion of plaintiff this cause is submitted to the Court for hearing and judgment on the default of the defendants, and each of them.

And the Court having heard the evidence, and being advised in the premises, finds that the plaintiff is the owner in fee simple of the real estate described in the complaint; and that the defendants claim an interest therein adverse to the plaintiff that said claims, and each of them, are without right and unfounded, and that plaintiff is entitled to have her title thereto quieted.

It is therefore considered and adjudged by the Court that the plaintiff is the owner in fee simple of the real estate described in the complaint, to-wit: Sixteen (16) feet off of the east side of Lot number Four (4) and twenty-six(26) feet off of the West side of Lot number Three (3) in Block number Six (6) in the Original Town of Plainfield,in Hendricks County,in the State of Indiana, and that the claims of the defendants, and each of them, in and to said real estate is without right and unfounded, and that plaintiff's title thereto be and the same is hereby quieted as against the world. It is further pen considered and adjudged that plaintiff pay the costs of this action taxed at $_____.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo. W. Pritchett Judge.

Tuesday Morning March 26th,1918.

Court met pursuant to adjournment

Pres. Hon. Geo.W.Brill, Judge.

Patrick P.Lee)
)
VS.) No. 10,022.
)
Nora G. Lee)

Comes now the plaintiff by counsel and files his complaint in the above entitled cause, which is as follows, to-wit:(Here Insert), And plaintiff moves the Court for a summons to be issued to the Sheriff of Marion County, Indiana for the defendant herein Nora G. Lee, and the Court being fully advised in the premises sustains said motion and the Clerk now issues said summons accordingly.

Jessie P.McCoun)
)
Vs.) No. 9906.
)
Sylvanis D.Shipman, et al.)

Come the parties in person and by their attorneys and the issues being joined,,this cause is now submitted to the Court for trial. And the plaintiff objects to the submission of this cause to a Jury on the ground that the answer of the defendants constitute no legal defense, and the Court being fully advised and informed in the premises overrules said objections, to which ruling of the Court the plaintiff at the time objects and excepts.

And the Court calls a Jury to determine certain interrogatories for the guidance of the Court, and the Sheriff as ordered by the Court brings into open Court the jurors of the Jury to-wit: LeRoy Nash, Riley Gephart, Henry Leach, Hugh Brown, Thomas F.White, Zack Reagan, James McCoun, Chas.Sanders, C.F.McClelland, W.E.Vannice, J.E.Humston, and A.O.Wright, twelve goodsand lawful men householders and freeholders of Hendricks County,Indiana, and legal voters therein who are duly and legally empaneled and sworn in open Court to determine the facts submitted to them according to the evidence and the law governing the same as given by the Court.

And the evidence having been heard in part this cause is continued to 9 oclock A.M. to-morrow.

Laura L.Grissom)
)
Vs.) No. 9962.
)
Indianapolis Traction &)
Terminal Company. and) Costs for trial of cause on change of venue.
C.C.C.&St. L.Ry. Co.)

State of Indiana, Hendricks County,SS:

I, Geo.W.Brill, Judge of the 55th Judicial Circuit of Indiana, and Judge of the Hendricks Circuit Court of said State, in which the above and foregoing case was tried, adjudicated and disposed of having this day examined the foregoing account in favor of the County of Hendricks and against the County of Marion in said State, and having heard record and other evidence touching the same, and being advised as to the law in reference thereto;

It is by me ordered and adjudged that said account is in all things correct, and the account thereof, to-wit: Eighty-eight Dollars and Fifty Cents, in the case of Laura L. Grissom VS. Indpls. Tr. & Ter. Co. et al, is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against said County of Marion in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher and authority for so doing.

Geo. W.Brill.

Judge 55th Judicial Circuit of Indiana.

Andrew J. LEap)
)
VS.) No. 9944.
)
Henry J.McCoy, et al) Costs for trial of cause on change of Vanue.
)

State of Indiana,Hendricks County,SS:

I, Geo. W.Brill, Judge of the 55th Judicial Circuit of Indiana, and Judge of the Hendricks Circuit Court of said State, in which the above and foregoing case was tried, adjudicated and disposed of having this day examined the foregoing account in favor of the County of Hendricks and against the County of Marion in said State, and having heard record and other evidence touching the same, and being advised as to the law in reference thereto;

It is by me ordered and adjudged that said account is in all things correct, and the account thereof, to-wit: Eighty-eight Dollars and Fifty Cents,in the case of Andrew J. Lepp VS. Henry J.McCoy et al is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against said County of Marion in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher and authority for so doing.

Geo. W.Brill.

Judge 55th Judicial Circuit of Indiana.

Tuesday March 26th,1918 and the 20th day of the March Term,1918.

And Court adjourned until 9 oclock A.M. to-mprrow.

Record read and signed in open Court.

Geo.W.Bill Judge.

Wednesday march 27th,1918 and the 21st day of the March Term,1918.

Wednesday Morning March 27th,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W.Bill, Judge.

Thomas Alcorn)
Vs.) No. 9913. Judgt. Vs. Plff. for costs. J.D. 13 Page 96.
J.P.Neelgy.)

Comes now the defendant and this cause having been set for trial for this date, and there being no appearance for and on behalf of the plaintiff, and the plaintiff failing to appear he is now three times loudly called in open Court but comes now and wholly makes default.

Whereupon the Court now dismisses this case for want of prosecution at the cost of the plaintiff,Thomas Alcorn.

It is therefore ordered and adjudged by the Court that the plaintiff, Thomas Alcorn pay the costs of this action, taxed at dollars and cents.

All of which is now finally ordered and adjudged by the Court.

Amanda E.Feathers)
) No. 10,010.
Ex Parte Drain)

Comes now Pleasant A.Hackleman and files his oath and qualifies as Drainage Commissioner in the above entitled cause of action, said oath being in the words and figures as follows, to-wit:(Here Insert).

Esther Triplett)
)
Vs.) No. 9936. Judgt. Vs. Deft. for $500.00 and costs.
George W.Triplett.) J.D. 13 Page 96.
)

Comes now the plaintiff in the above entitled cause by Otis E.Gulley her attorney and it further appearing to the satisfaction of the Court by the summons and the return thereon of the Sheriff of Marion County,Indiana, that the defendant George W.Triplett has been duly served with process more than tendays before the 4th day of March 1918, the same being the 1st day of the March Term,1918 of the Hendricks Circuit Court, said date being the return day endorsed on plaintiff's complaint herein which said summons and the return thereon are in the words and figures as follows, to-wit:(Here Insert).

And now this cause being at issue is submitted to the Court for trial, and the defendant failing to appear in person or by counsel is now three times loudly called in open

Court but comes not and herein wholly makes default. And the evidence having been heard and concluded the Court finds for the plaintiff and against the defendant and that the plaintiff is legally entitled to be fully and finally divorced from the defendant, and that she is entitled to have her name restored to Esther Cloud and alimony should be paid to her in the sum of $500.00 and the defendant should pay the plaintiff's attorney the sum of $25.00 within thirty days.

it is therefore considered and adjudged by the Court that the bonds of matrimony heretofore existing between the plaintiff and defendant herein be, and they are hereby dissolved and that the plaintiff is hereby granted a divorce from said defendant and the plaintiff's name is hereby changed to Esther Cloud and alimony be paid to her in the sum of $500.00 and that the defendant should pay the plaintiff's attorney the sum of $25,00 within thirty days.

It is further ordered and adjudged by the Court that the plaintiff recover of and from the defendant herein her costs and charges herein laid out and expended, taxed at $____and___cents.

All of which is finally ordered, adjudged and decreed by the Court.

State, ex rel Harry C.Durham, Trustee, etc.)
VS.) No. 9998.
The Advisory Board of Eel River Township.)

Comes now the plaintiff in the above entitled cause by counsel and this cause is submitted to the Court for trial without the intervention of a jury, and the defendant failing to appear in person or by counsel is now by order of the Court three times loudly called in open Court but comes not and herein wholly makes default, and the evidance having been heard the Court takes this cause under advisement.

Jessie P.McCoun)
VS.) No. 9906.
Sylvanis D.Shipman)

Come again the parties in person and by their attorneys into open Court and the Sheriff as ordered by the Court brings again into Court the jurors of the Jury heretofore empaneled for the trial of this cause, and the evidence and argument having been heard and concluded the Court instructs the Jury in writing and in writing only, giving instructions numbered 1,2,3,4,5, and 6 both inclusive and now the plaintiff objects and excepts to the giving of each of said instructions.

And after hearing the instructions of the Court the Jury retires to its room in charge of a sworn bailiff to deliberate upon an answer to an interrogatory.

And after due deliberation said Jury returns into open Court and presents the following answer to the Interrogatory:

"Jessie P. McCoun)
VS.) No. 9906.
Sylvanis D.Shipman, et al)

Interrogatory No. 1: Did the plaintiff Jessie P. McCoun either in person or by her agent agree with the defendant Sylvanis Shipman that in consideration of his forebearing to bring suit for fraud in the sale of the farm in controversy that he could pay the entire purchase price thereof owing to her for One Thousand ($1000.00) Dollars.

Answer: Yes.

James McCoun Foreman.

And now the plaintiff's counsel asks for a poll of the Jury. And the Court being fully advised and informed in the premises takes this cause under advisement.

Wednesday March 27th,1918 and the 21st day of the March Term,1918.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo. W. Brill

Judge.

Thursday March 28th,1918 and the 22nd day of the March Term,1918.

Thursday Morning March 28th,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W.Brill, Judge.

Kenneth Haur, Doing business as
The Howard System.
VS.
Charles W. McDaniel, et al. No. 9980.

Come the parties by counsel and by agreement this cause is continued.

John Francis
VS.
Alva West No. 9983

Come the parties by counsel and this cause is continued by agreement, and this case having been set for this date and the jury and court reporter having been present their fees are ordered taxed to Boone County,Indiana.

Thursday March 28th,1918 and the 22nd day of the March Term,1918.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo. W. Brill Judge.

Friday March 29th,1918 and the 23rd day of the March Term,1918.

Friday Morning March 29th,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W.Brill, Judge.

Otis F.Wellman)
VS.) No. 10,017.
Laurene Wellman)

Comes now the defendant Laurene Wellman in the above entitled cause by counsel and files herein her petition for temporary allowance pending trial, which petition is in the words and figures following, to-wit:(Here Insert).

Merritt A.Gregory, Trustee etc.)
VS.) No. 10,025.
David C.Johnson, et al.)

Comes now Merritt A.Gregory, Trustee of Franklin School Township, Hendricks County, Indiana, and files his petition herein in which he alleges that it is necessary to purchase certain lands for said township upon which to construct a school barn for the accommodation of the school hacks and pupils attending the public and high school at Stilesville, Indiana, and asking the Court to appoint three appraisers to appraise and assess the value of said real estate as described in said petition, and come also the defendants,David C.Johnson and Notie M.Johnson, and file their answer in which they waive summons and voluntarily appear and ask that said appraisers be appointed which answer is in the following words and figures, to-wit:(H.I.), and the Court having heard the evidence adduced and being duly advised and informed in the premises finds that the prayer of the petition should be granted.

It is therefore ordered and adjudged by the Court that appraisers should be appointed as by law provided to appraise and assess the valuation of the following described real estate in Franklin Township,Hendricks County,Indiana, to-wit: Lot No. 5 in the Town of Stilesville,Indiana, now owned by David C.Johnson and Notie M.Johnson.

It is further ordered by the Court that the following named persons, freeholders of said Township, be and they are hereby appointed as appraisers to appraise and assess the value of said real estate, Everett R.Robards, Lee Coble and Walter C.Larrimore, and it is further ordered that they meet with in five days from this 29th day of March,1918, and perform their duty under this appointment and that they file their appraisement with the Clerk of the Hendricks Circuit Court; further that said appraisers first qualify as by law provided.

And further proceedings herein are continued.

Mary A.Miles)
)
VS.)
) NO. 9986.
Indianapolis Traction, Terminal)
Company.)
C.C.C. & St. L. Ry. Co.)

Comes the parties in person and by their attorneys, and this cause being at issue is now called for trial and the defendant files motion for physical examination of the plaintiff, which motion is as follows, to-wit: (HEre Insert). And the Court being fully advised and informed in the premise sustains said motion and Dr. L.W.Armstrong and Dr. Chas. A.White appointed to make physical examination.

And the Sheriff as ordered by the court brings into open Court thet Jurors of the jury, to-wit: LeRoy Nash, Riley Gephart, Henry Leach, Hugh Brown, Thomas F.White,William Bowen, James McCoun, Chas. Sanders, C.F.McClelland W.E.Vannice, J.E.Humston,and John Jones Jr.,twelve good and lawful men householders and freeholders of Hendricks County,Indiana, and legal voters therein who are duly and legally empaneled and sworn in open Court to well and truly try the issues joined in this cause and a true verdict give according to law and the evidence adduced.

And the opening statements having been made and the evidence having been heard in part this cause is continued to 9 oclock A.M. to-morrow.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo W Bell Judge.

Saturday Morning March 30th,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W.Brill, Judge.

Mary A.Miles)
VS.) No. 9986
Indianapolis Traction & TEr. Co.)
C.C.C. & St. L. Ry. Co.) Judgt. Vs. Defts. for $500.00 and costs

J.D. 13 Page 96.

Come again the parties in person and by their attorneys into open Court and the Sheriff as ordered by the Court brings again into Court the Jurors of the jury heretofore empaneled for the trial of this cause, and the evidence and argument having been heard and concluded the Court instructs the Jury in writing and in writing only, giving instructions numbered 1,2,3,4,5,6,7,8, and 9 both inclusive, and now the plaintiff objects and excepts to the giving of each of said instructions.

And now the Court orders all of said instructions together with the respective exceptions thereto filed and made a part of the record in this case.

And after hearing the instructions of the Court the jury retires to its room in charge of a sworn bailiff to deliberate upon a verdict.

And after due deliberation said Jury returns into open Court and presents the following verdict:

"MAry Miles)
VS.)
Indianapolis Traction & Terminal) No. 9986.
Company, a corporation,)
The Cleveland,Cincinnati,Chicago) VERDICT.
and St. Louis Railway Company, a)
corporation.)

We, the Jury find for the plaintiff against the defendants, Indianapolis Traction and Terminal Company, a corporation, and The Cleveland,Cincinnati, Chicago and St. Louis Railway Company, a corporation, and assess her damages at $500.00.

James McCoun Foreman.

And the Court being fully advised and informed in the premises renders judgment on the foregoing verdict as follows:

It is therefore ordered and adjudged by the Court that the plaintiff herein recover of and from the defendant Companies herein The Indianapolis Traction and Terminal Company and The Cleveland,Cincinnati,Chicago, and St. Louis Railway COmpany, the sum of $500.00 together with all costs in this action taxed at $___and___cents.

All of which is finally ordered and adjudged by the Court.

State of Indiana)
VS.) No. 5146
Jesse G. Allen,)
MAry Allen.)

Comes now the State of Indiana by Carey W.Gaston,Prosecuting Attorney and moves the Court for a bench warrant for the defendant herein Mary Allen and the Court being fully advised and informed in the premises sustains said motion and the Clerk now issues said warrant accordingly. And the Court fixes the bond of the defendant Mary Allen in the sum of $1000.00.

Commodore P. Owens)
VS.) No. 9758. Judgt. Vs. Defts. for $191.95 and costs.
Wilbur Powers,)
Martha S. Powers.)

J.D. 13 Page 97.

Comes now the plaintiff by Cofer & Dougan, his attorneys, and comes also the defendants by Hume and Gaston and Alfred Walters, their attorneys, and this cause being at issue is submitted to the Court for trial, finding and judgment without the intervention of a jury. And the Court,having heard the evidence and being fully advised in the premises finds for the plaintiff, that the allegations of his complaint are true and that there is now due upon the note sued upon the sum of $166.95, principal and interest and that a reasonable fee for plaintiff's attorneys is the sum of $25.00.

The Court further finds that Wilbur Powers is principal and Martha S.Powers surety upon said note.

It is therefore ordered and adjudged by the Court that the plaintiff recover of and from the defandants the sum of $191.95, together with his costs and charges laid out and expended taxed at _____Dollars and ____cents, all without any relief whatever from valuation and appraisement laws.

It is ordered by the Court that the property of Wilbur Powers be first exhausted before levying upon the property of Martha S.Powers in satisfaction of said judgment.

All of which is now ordered and adjudged by the Court.

Saturday March 30th,1918 and the 24th day of the March Term,1918.

And Court adjourned until 9 oclock A.M. Monday April 1st.
1918.

Record read and signed in open Court.

Geo. W. Brill Judge.

Monday April 1st,1918 and the 25th day of the March Term,1918.

Monday Morning April 1st,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W.Brill, Judge.

State of Indiana)
VS.) No. 5146.
Jesse G.Allen,)
Mary Allen.)

Comes now the State of Indiana by Carey W.GAston, Prosecuting Attorney and comes also the defendant MAry Allen in her own proper person,who says her real name is Mary Daniels and she desires to plead by that name, and now Mary Daniels,being arrainged in open Court for plea says that she is not guilty as charged.

Katie Bledsaw)
VS.) No. 9989.
Frank S. Clark)

Comes now the defendant by counsel and files his answer to second paragraph of complaint, which answer is in the words and figures following, to-wit:(Here Insert).

State of Indiana)
VS.) No. 5145. Judgt. Vs. Deft. Jesse G.Allen for $50.00 and costs,
and 2 to 14 years in State Prison.
Jesse G. Allen,) J.D. 13 Page 91.
Mary Allen.)

Comes now the State of Indiana by Carey W.Gaston,Prosecuting Attorney and comes also the defendant Jesse G.Allen in his own proper person into open Court and asks leave of the Court to withdraw his plea of not guilty heretofore made and entered in this case and the Court being fully advised grants said leave,upon the granting of which the defendant now pleads guilty as charged.

And the Court being fully advised and informed in the premises finds that the defendant is 54 years old, and that he is guilty of the crime charged,namely: Forgery.

It is by the Court,therefore, ordered and adjudged that the said defendant,for the offence by him committed, be inprisoned in the State Prison for a period of not less than 2 years nor more than 14 years, and that he pay a fine in the sum of $50.00 together with all costs and charges in this action, taxed at $___and___cents.

Delia Moran, et al)
)
VS.) No. 9956.
)
Thomas R. Corliss, et al.)

Comes now the parties and comes also John Wear, the Commissioner heretofore appointed to make sale of the real estate heretofore in these proceedings ordered sold, and described as follows,to-wit: The South half of the East half of the East Half of the Southeast quarter of section 23 Tonwship 16 North, Range 1 East, containing 20 acres more or less. Also the West Half of the Southwest quarter of Section 24, Township 16 North, Range 1 east, containing 80 acres, more or less, except the right of way of the Indianapolis,Cincinnati, and Western Railroad, formerly the Indianapolis Decatur & Springfield Railway across both tracts aforesaid, and files his report of said sale, which report is in the words and figures, follows,to-wit:

"Delia Moran, John F. Moran)
Mary Perkins,)
)
VS.) No. 9956.
)
Thomas R. Corliss, John Basil Corliss,) Report of Sale.
Margaret Ruth Corliss, James Leo Corliss,)
Thomas Paul Corliss, Don M. Corliss,)
Joseph Eugene Corliss, Mary A. Corliss,)
Lewis A. Corliss.)

The undersigned Commissioner, appointed to make sale of the realestate in the foregoing entitled action for partition, respectfully reports to the Court,that, pursuant to the order of said Court, he caused said real estate to be appraised by Edward E.Blair and Seth T.Huron, two disinterested freeholders of hendricks County,Indiana, and that the same was appraised at $12960.00; ancopy of which appraisement is filed herewith and made a part of this repory,as follows,to-wit:(HEre Insert).

Said Commissioner would further report that he caused notice of the time and place of said sale to be given by Publication in The Republican, a newspaper printed and published in the town of Danville, Hendricks County, Indiana, and by posting up notices at more than five public places in said Hendricks County,Indiana, at least three of such notices being so posted in Lincoln Township, said County and State, the township in which said real estate so ordered sold in these proceedings is located, proof of such publication and posting being filed herewith, made a part of this report and are in the following words and figures, to-wit:(Here Insert).

That on the 30th day of March 1918, the same being the day fixed for said sale by said notice, the undersigned, as such Commissioner, offered said real estate for sale at private sale upon the premises pursuant to said notice, and Thomas R.Corliss bidding therefor the sum of $16080.00, and being the highest and best bid, and being more than the full appriased value thereof the same was then and there sold to the said Thomas R.Corliss for said sum of $16080.00.

The undersigned would further report that said purchaser has paid,cash in hand, the sum of $5360.00,being the one-third part of said purchase price, and has executed his notes for the deferred payments due in six and twelve

months, respectively, from date of March 30th,1918, each for the sum of $5360.00, without relief from valuation and appraisement laws and with interest at six per cent, per annum from date until paid; that thereupon the undersigned issued to said purchaser a certificate of purchase for said real estate.

Wherefore he asks that said sale may be in all things confirmed by the Court.

John Wear Commissioner.

Subscribed and sworn to before me this the 1st day of April 1918.

(Seal) Zimri E. Dougan Notary Public.
My Com. Ex. July 8th,1921.

And the Court,having seen and inspected said report, approves the same.

It is therefore ordered by the Court that said Commissioner, the said John Wear, shall make and execute a deed of conveyance to said purchaser, and which said conveyance shall bar the claims of all owners to said real estate hereinbefore described.

It is further ordered by the Court that at the time of the execution of such conveyance therewith the said purchasershall execute to said Commissioner a mortgage upon said land to secure the deferred payments of the purchase-money thereof, and which said mortgage so executed shall be by said Commissioner placed upon record as required by law.

And now said Commissioner produces such conveyance, and the Court, having examined the same does now approve said deed and does indorse thereupon his approval in words and figures following, viz: "Examined and approved in open Court this 1st day of April 1918, Geo. W.Brill,Judge", and said deed is ordered delivered to the purchaser as evidence of his title which is now done.

And further proceedings herein are continued.

Cecil Otis Surber)
)
VS.) No. 10,028. Notice to Non-residents.
)
Jemima Dodson, et al.)

Comes now the plaintiff and files his duly verified complaint to quiet title to certain real estate as follows,towit:(HEre Insert), and asking that notice by publication be given as provided by law for certain of the defendants named in said complaint. And the Court, being fully advised in the premises, now orders the Clerk of this Court to issue a Non-resident notice for the following named defendants, to-wit:

Jemima Dodson,
_____Dodson, husband of Jemima Dodson,whose Christian name is unknown;

John R.Green,
_____Green,wife of John R.Green,whose Christian name is unknown;

Moses Rosenthal,
Frances Rosenthal,wife of Moses Rosenthal;

Emanuel HAys,
Mina Hays, wife of Emanuel Hays;

Henry Rosenthal,
Esther Rosenthal,wife of Henry Rosenthal;

Thomas W.Morgan,
Priscilla V.Morgan, wife of Thomas W.Morgan;

Jamison Ludlow,
Mary A.Ludlow,wife of Jamison Ludlow;

Jimison Ludlow,
_____Ludlow,wife of Jimison Ludlow,whose Christian name is inknown;

T.A.Griffith,whose Christian name is unknown,
_____Griffith,wife of T.A.Griffith,whose Christian name is unknown;

A.W.Griffith,whose Christian name is unknown,
_____Griffith,wife of A.W.Griffith, whose Christian name is unknown;

Angeline Griffith,
Benjamin Griffith, husband of Angeline Griffith;

Jimison Ludlow,
Mary Ann Ludlow,wife of Jimison Ludlow;

David R.Cope,
Joanna E. Cope,wife of David R.Cope;

Hiram F.Whitsett,
Martha Whitsett,wife of Hiram F.Whitsett;

Josephus G.Dodson,
Malinda J.Dodson,wife of Josephus G.Dodson;

Willie E.Ward,
Martha E.Ward,wife of Willie E.Ward;

That said defendants,and each of them be notified to appear in the Hendricks Circuit Court on the 1st day of June,1918,the same being the 24th Judicial day of the May Term,1918, of the Hendricks Circuit Court, and that said notice be published in the Pittsboro Sun, a public weekly newspaper of general circulation, printed in the English Language, and further proceedings herein are continued.

State of Indiana)
)
VS.) No. 5119. Fine $50.00 and 30 days in Indiana State Farm.
)
Cleo Riggan) Judgt. Vs. Deft. for costs.
) J.D. 13 Page 97.

Comes now the State of indiana by Carey W.GAston,Prosecuting Attorney and comes also the defendant herein Cleo Riggan in his own proper person and it appearing to the Court that he has violated his parole and has not behaved well and has again used intoxicating liquor to excess the suspension of the sentence heretofore made in this case is revoked and the Court finds that the judgment heretofore pronounced in this case as to fine and imprisonment on the 23rd day of April 1917 is in full force and effect.

It is therefore ordered and adjudged by the Court that the said defendant pay a fine to the State of Indiana in the sum of $50.00,that he be imprisoned in the Indiana State Farm for the period of 30 days, and that he pay and satisfy the costs and charges herein,taxed at $___and___cents.

All of which is finally ordered and adjudged by the Court.

Monday April 1st,1918 and the 25th day of the March Term,1918.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

G. W. Brill Judge.

Tuesday April 2nd,1918 and the 26th day of the March Term,1918.

Tuesday Morning April 2nd,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W.Brill, Judge.

Rose Davidson)
)
VS.) No. 9935.
)
Lambert D. Tyler)

Come the parties in person and by their attorneys and defendant files answer in General Denial to second, third and fourth paragraph of complaint, which answer is in the words and figures following, to-wit:(Here Insert). And the defendant files motion for publication of examination of the plaintiff Rose Davidson, which motion is as follows, to-wit:(Here Insert), and the Court being fully advised in the premises sustains said motion and orders examination published. And this cause being at issue is now called for trial and the Sheriff as ordered by the Court brings into open Court that jurors of the Jury,to-wit: J.E.Humston, Hugh Brown, Zack Reagan, Arthur Pierson, Henry Leach, Edward Mills, James McCoun, W.E.Vannice, Tyra Montgomery, C.F.McClelland, Chas. Sanders, and Chas. Sacre twelve good and lawful men householders and freeholders of Hendricks County, Indiana, and legal voters therein, who are duly and legally empaneled and sworn in open Court to well and truly try the issues joined in this cause and a true verdict give according to law and the evidence adduced.

And the opening statements having been made and the evidence having been heard in part this cause is continued to 9 oclock A.M. to-morrow.

Merritt A. Gregory, Trustee, etc.)
)
VS.) No. 10,025.
)
David C. Johnson, et al.)

Come now Everett R.Robards, Lee Coble and W.C.Larrimore heretofore appointed appraisers in the above entitled cause of action and qualify as by law provided and make and file their appraisement in the above entitled cause on this 2nd day of April,1918, which appraisement is in the words and figures,to-wit:(Here Insert), from which appraisement it appears that Lot 5 in the Town of Stilesville,Hendricks County,Indiana, was appraised at $235.00. And further proceedings herein are continued.

May 22, 1918. Received of Franklin School Township the sum of $235.00 the appraisement as shown above.

David C Johnson

Nettie M. Johnson

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo W. Brill Judge.

Wednesday Morning April 3rd,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W.BRill, Judge.

State of Indiana)
)
VS.) No. 5146.
)
Jesse G. Allen,)
Mary Allen.)

Judgt. Vs. Mary Daniels alias Mary Allen for Costs and Fine $10.00 and 1 to 7 years in Indiana Women's Prison
Judgt. D. 13 Page 97.

Comes now the State of Indiana by Carey W. Gaston, Prosecuting Attorney, and comes also the defendant herein Mary Daniels alias MAry Allen into open Court in her own proper person and asks leave of the Court to withdraw her plea of Not Guilty heretofore made and entered in this case and the Court being fully advised in the premises grants said leave, upon the granting of which the defendant now pleads Guilty as charged.

And the Court being fully advised and informed in the premises finds the defendant Mary Daniels guilty of the crime charged, namely: Obtaining money under false pretense.

It is therefore, by the Court, ordered and adjudged that the defendant Mary Daniels for the offense by her committed be imprisoned in the Indiana Women's Prison for a period of not less than one year nor more than seven years, and that she pay a fine in the sum of $10.00, together with all costs and charges in this action, taxed at $___and___cents.

And now the Court being satisfied from the circumstances surrounding the case that the interest of society does not require that she shall suffer the penalty above imposed if she shall hereafter behave well. The sentence is therefore suspended during such time as she shall behave well and Robert Hufford having consented to act as voluntary Probation officer, she the defendant herein is now placed under his care and control as such Probation officer with directions to report to the Judge of this Court on the first of each month as to the conduct and behavior of said defendant.

Rose Davidson)
)
Vs.) No. 9935.
)
Lambert D. Tyler)

Come again the parties in person and by their attorneys and the Sheriff as ordered by the Court brings again into open Court the Jurors of the jury heretofore empaneled for the trial of this cause.

And the evidence having been heard in part this cause is continued to 9 oclock A.M. to-morrow.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo. W. Bell

Judge.

Thursday Morning April 4th,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W. Brill, Judge.

Rose Davidson)
VS.) No. 9935. Judgt. Vs. Plff for Costs.
Lambert D. Tyler) J.D. 13 Page 98.

Come again the parties in person and by their attorneys into open Court and the Sheriff as ordered by the Court brings again into open Court the jurors of the jury heretofore empaneled for the trial of this cause, and the evidence having been heard and concluded the defendant tenders to the Court instructions numbered 1,2,3,4,5,6,7,8,9,10,11,12,13, 14,15,16,17,18, and 19 both inclusive and request that each of them be given, and now plaintiff tenders to the Court and requests instructions numbered 1,2,3, and 4 both inclusive be given. And the argument of counsel having been heard and concluded the Court refuses to give either of the instructions to the jury tendered and requested by plaintiff or defendant. And the Court instructs the Jury in writing and in writing only giving of his own motion instructions numbered 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15, 16,17,18,19,20, and 21 both inclusive and the defendant objects and except to the giving of each of said instructions and to the refusal of the Court to give each of those tendered and requested by defendant. And the plaintiff objects and excepts to each of said instructions given and the refusal to give each of those tendered by plaintiff. And now the Court orders all of said instructions given and those refused together with all the respective exceptions thereto filed and made a part of the record in this ease.

And after hearing the instructions of the Court the jury retires to its room in charge of a sworn bailiff to deliberate upon a verdict.

And after due deliberation said Jury returns into open Court and presents the following verdict:

"Rose Davidson)
VS.) No. 9935.
Lambert D. Tyler.)

VERDICT.

We the Jury find for the defendant.

James McCoun Foreman.

And the Court being fully advised and informed in the premises renders judgment on the foregoing verdict as follows:

It is therefore ordered and adjudged by the Court that the plaintiff herein take nothing in this action and that the defendant recover of and from the plaintiff herein his costs and charges in this behalf laid out and expended,taxed at $___and___cents.

Indiana Engineering Company)
VS.) No. 10,003. Judgt. Vs. Deft. for $63.00 and costs.
Ida M. Hunter.) J.D. 13 Page 98.

Come the parties in person and by their attorneys and this cause being at issue is now called for trial and submitted to the Court for trial,finding and judgment without the intervention of a jury. And the evidence having been heard the Court finds that there is due the plaintiff on the claim sued upon of Principal,interest and attorneys fees the sum of $63.00.and costs.

It is therefore ordered and adjudged by the Court that the plaintiff recover of and from the defendant herein the sum of $63.00, together with all costs and charges in this behalf laid out and expended, taxed at $___and___cents.

All of which is ordered and adjudged by the Court.

James E. Tomlinson)
VS.) No. 10,020. Partition.
Ida J. Tomlinson, et al) Interlocutory Decree

Comes now the plaintiff, and it appearing to the satisfaction of the Court by the return of the Sheriff of Hendricks County,indiana, of his summons issued in this cause, which said summons, and return are in words and figures as follows, to-wit:(H.I.), that the defendants Ida J. Tomlinson, Ethel M. Tomlinson, Viola E. Tomlinson, and Arlan Velma Tomlinson, have been served with notice of the filing and pendency of this action more than 10 days before the 1st day of April,1918, and it further appearing that the defendants, Ethel M. Tomlinson, Viola E. Tomlinson and Arlan Velma Tomlinson, are minors, the Court now appoints Chas. V.Sears Guardian Ad Litem for EtheL M., Viola E., and Arlan Velma Tomlinson. And now appears Chas. V. Sears and accepts said trust as Guardian Ad Litem for said minor defendants, and answers in general denial, and requires strict proof of the allegations of said complaint, which answer is in words and figures as follows, to-wit:(H.I.) And the defendant, Ida J. Tomlinson, now failing to appear, and being three times loudly called but comes not and herein wholly makes default,therefore the parties and the issues in this behalf joined, the same for trial and determination is now submitted to the Court,without the intervention of a jury. The Court having heard the evidence and being fully advised in the premises, finds that the allegations of the plaintiff's complaint are true.

That the plaintiff and defendants are the owners, in fee simple, as tenants in common of the following described real estate, to-wit: The East half of the south half of the North east quarter of the North west quarter of section 19, Township 17 North, Range 2 East. Also, the east half of the South east quarter of the Northwest Quarter of Section 19, Township and Range aforesaid, except 5 acres in the South east corner thereof described as follows, to-wit: BEginning at the South east corner of the South east quarter of the north west quarter of Section 19, aforesaid, and run thence North 40 rods, thence west 20 rods, thence South 40 rods, thence East 20 rods, the total amount owned by said parties being 25 acres. That the said parties own said real estate in the following

proportions: James E. Tomlinson, an undivided ~~One-sixth~~ nine eighteenths part; Ida J.Tomlinson an undivided ~~One-third~~ twenty four eighteenth part; Ethel M. Tomlinson, an undivided One-sixth part; Viola E. Tomlinson, an undivided One-sixth part; Arlan Velma Tomlinson,an undivided One-sixth part.

The Court further finds that the parties inherited the said real estate from their father John C. Tomlinson, who died siezed in fee of the same, and that these parties are his sole and only heirs. The Court further finds that the widow,Ida M.Tomlinson, did not receive, from the estate of her said husband, her widow's share of his estate, to-wit:$500.00 and that she is entitled to said sum from out of the first funds to be derived from the sale of said real estate and it is a lien against said lands and that thie lien should be transferedto the funds derived from the sale of the said real estate and be paid by the Commissioner to her in full payments of her said widow's share. The Court further finds that said real estate is now rented for the crop season of 1918, and that the lands should be sold subject to the said lease of 1918.

The Court further finds that the said real estate cannot be divided without damage to the owners thereof and that a sale of the said real estate should be made and the proceeds of such sale distributed according to the rights and interests of the parties, in and to said real estate as the same are herein found and determined.

It is therefore considered,adjudged and decreed by the Court ,that the parties hereto are the owners of and have interest in,as above found and set forth, in and to said real estate or the funds therefrom derived. That said real estate is not susceptible of division or partition, That Ida J. Tomlinson has a first lien against said funds derived from said sale for $500.00, to be paid to her first,from out of said funds.

It is therefore,considered,adjudged and decreed, that the said real estate,after being duly appraised as provided by law, be sold by a Commissioner, appointed for the purpose, at private sale subject to lease for crop of 1918 for not less than full appraised value and upon the following terms and conditions, 1/3 cash, 1/3 in 9 months, and 1/3 in 18 months, and all deferred payments to be secured by promissory note, with 6% interest until paid, and a mortgage on the real estate as security therefor. Notice of the time, terms and place of said sale shall be given by three weeks publication in the Brownsburg Record printed and published in Brownsburg, Hendricks County,Indiana, and by posting printed notices in three public places in the Township where said lands are situate and one at the door of the Court house at Danville,Indiana, and one on the said real estate, and all of which notices and publications shall be posted and published at least 3 weeks before the day of sale; Sale to be made at Hunters Bank,Brownsburg,Indiana.

And upon said sale being made and confirmed all claim or title in and to said real estate held by any of the said owners shall be as effectively barred as if they themselves had deeded thesame to the purchaser.

And the Court now appoints Cleo L. Hunt Commissioner thereof, to make

the sale of said real estate according to the terms of this order and requires him to execute a bond in the sum of $6000.00, conditioned for the faithful discharge of his duties and surety thereon to the approval of the Court. And now comes Cleo L.Hunt and accepts said trust and tenders his bond as Commissioner, with approval sureties, which Bond is approved by the Court and reads as follows, (H.I.). And said Commissioner is now ordered to proceed with said appraisement, and to execute the orders of the Court and make report to the ensuing term.

Thursday April 4th,1918 and the 28th day of the March Term,1918.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

G. W. Brill

Judge.

Friday April 5th,1918 and the 29th day of the March Term,1918.

Friday Morning April 5th,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W.Brill, Judge.

Solomon T.Ellis and
Martha H. Ellis his wife.

VS.

John Trotter,if living,if dead, the unknown widow,heirs,devisees, legatees,administrators,executors, assigns and legal representatives of, John Trotter, deceased.

NO. 9979.

Decree Quieting Title to Real Estate.

Judgt. Vs. Plffs.for costs.
J.D. 13 Page 28.

The unknown heirs, devisees, legatees, administrators, executors,assigns and legal pepresentatives of Robert Mattox, deceased.

William Mattox and Elizabeth Mattox, his wife.

William Mattox, if living,if dead,the unknown widow, heirs, devisees, legatees,administrators,executors,assigns and legal representatives of William Mattox,deceased.

Elizabeth Mattox, if living, if dead, the unknown widower, heirs,devisees,legatees, administrators,executors,assigns and legal representatives of Elizabeth Mattox,deceased.

Isaac Bergin,if living,if dead, the unknown widow, heirs,devisees,legatees,administrators, executors assigns and legal representatives of Isaac Burgin,deceased.

Isaac Bergan,if living,if dead, the unknown widow,heirs,devisees,legatees,administrators, executors,assigns and legal representatives of Isaac Bergan,deceased.

Sarah Bergan, widow of Isaac Bergan,if living,if dead,the unknown widower,heirs,devisees, legatees,administrators,executors,assigns and legal representatives of Sarah Bergan, deceased.

Isaac Bugan,if living,if dead, the unknown widow,heirs,devisees,legatees,administrators, executors,assigns and legal representatives of Isaac Bugan,deceased.

The unknown heirs,devisees,legatees, administrators,executors, assigns and legal representatives of Polly Trotter,deceased.

The unknown heirs,devisees, legatees, administrators,executors, assigns and legal representatives of James Burgain,deceased.

The unknown heirs,devisees,legatees,administrators,executors assigns and legal representatives of Yelberton Burgin,deceased.

The unknown heirs,devisees,legatees,administrators,executors,assigns and legal representatives of Elex Burgain,deceased.

Jesse Burgain if living,if dead,the unknown widow,heirs,devisees,legatees,administrators, executors,assigns and legal representatives of jesse Burgain,deceased.

William Burgain,if living,if dead, the unknown widow, heirs,devisees,legatees, administrators,executors,assigns and legal representatives of William Burgain,deceased.

John Burgain,if living,if dead, the unknown widow,heirs,devisees,legatees,administrators, executors,assigns and legal representatives of John Burgain,deceased.

Anderson P. Bergain, if living, if dead, the unknown widow,heirs,devisees,legatees, administrators,executors,assigns andllegal representatives of Anderson P. Bergain, deceased.

Sarah Burgan,if living,if dead, the unknown widower,heirs, devisees,legatees,administrators,executors,assigns andlegal representatives of Sarah Burgan,deceased.

Sarah Ann Walls and John Francis Walls, her husband.

Sarah Ann Walls, if living, if dead, the unknown widower, heirs,devisees,legatees, administrators,executors,assigns and legal representatives of Sarah Ann Walls,deceased.

John Francis Walls, if living,if dead, the unknown widow,heirs,devisees, legatees.administrators,executors,assigns, andlegal pepresentatives of John Francis Walls,deceased.

Shelby McDonald Trotter,if living,if dead,the unknown widow, heirs,devisees, legatees,administrators,executors,assigns and legal representatives of Shelby McDonald Trotter,deceased.

Lydia Margaret Thurman and William Thurman,her husband.

Lydia Margaret Thurman if living,if dead, the unknown widower,heirs,devisees legatees,administrators,executors,assigns and legal representatives of Lydia Margaret Thurman,deceased.

William Thurman,if living,if dead, the unknown widow,heirs,devisee,legatees, administrators,executors,assigns and legal representatives of William Thurman,deceased.

Marry M. HEckathorn,widow of William Heckathorn,deceased.

Martha Jane Woodard and husband George W. Woodard.

Caroline Lawler and husband Cornelius C.Lawler.

Julina Day and William Day,her husband,

Julina Day,if living,if dead, the unknown widower,heirs,devisees,legatees, administrators,executors,assigns and legal representatives of Julina Day, deceased.

William Day,if living,if dead, the unknown widow,heirs,devisees,legatees, administrators,executors,assigns andlegal representatives of William Day, deceased.

Jesse Day,if living,if dead, the unknown widow,heirs,devisees,legatees, administrators,executors,assigns and legal representatives of Jesse Day, deceased.

Charles Day,if living,if dead, theunknown widow,heirs,devisees,legatees, administrators,executors,assigns andlegal representatives of Charles Day, deceased.

The daughter of Julina Day,whose Christian name is unknown,if living,ff dead,the unknown widower,heirs,legatees,devisees,administrators,executors, assigns and legal representatives of the daughter of Julina Day,whose Christian name is unknown.

Emma PRoctor and Samuel Procter her husband.

Emma Proctor,if living,if dead, the unknown widower, heirs,devisees,lagatees administrators,executors,assigns and legal representatives of Emma Proctor, deceased.

Samuel Proctor,if living,if dead, the unknown widow,heirs,devisees,legatees administrators,executors,assigns and legal representatives of Samuel Proctor deceased.

Anderson P.Burgan,if living,if dead, the unknown widow,heirs,devisees, legatees,administrators,executors,assigns and legal representatives of Anderson P. Burgan,deceased,deceased.

William H. Burgan,if living,if dead, the unknown widow,heirs,devisees, legatees,administrators,executors,assigns and legal representatives of William H. Burgan,deceased.

James A. Burgan,if living,if dead, the unknown widow,heirs,devisees,legatees administrators,executors,assigns and legal representatives of James A. Burgan,deceased.

Yelverton P. Burgan and the wife of Yelverton P. Burgan,whose christian name is unknown.

Yelverton P. Burgan,if living,if dead, the unknown widow, heirs,devisees, legatees,administrators,executors,assigns and legal representatives of Yelverton P. Burgan,deceased.

The wife of Yelverton P. Burgan,whose christian name is unknown,if living, if dead,the unknown widower,heirs,devisees,legatees, administrators, executors,assigns and legal representatives of the wife of Yelverton P. Burgan,whose christian name is unknown.

William H. Plummer and Korah L. Plummer his wife.

Jesse W. Plummer,if living,if dead, the unknown widow,heirs, devisees,legatees, administrators,executors,assigns and legal representatives of Jesse W. Plummer,deceased.

Joseph Edgar Plummer and Sarah Ada Plummer, his wife.

John Harvey Plummer and Zada May Plummer his wife.

Emma Proctor and Samuel Proctor her husband.

Emma Proctor,if living,if dead, the unknown widower, heirs,devisees,legatees,administrators,executors,assigns and legal representatives of Emma Proctor,deceased.

Samuel Proctor,if living,if dead, the unknown widow, heirs, devisees,legatees, administrators,executors,assigns and legal representatives of Samuel Proctor,deceased.

Anderson P. Burgan,if living,if dead, the unknown widow,heirs,devisees,legatees, administrators, executors, assigns and legal representatives of Anderson P. Burgan, deceased, deceased.

William H. Burgan, if living, if dead, the unknown widow, heirs devisees, legatees, administrators, executors, assigns, and legal representatives of William H. Burgan, deceased.

James A. Burgan, if living, if dead, the unknown widow, heirs devisees, legatees, administrators, executors, assigns and legal representatives of James A. Burgan, deceased.

Yelverton P. Burgan and the wife of Yelverton P. Burgan, whose christian name is unknown.

Yelverton P. Burgan, if living, if dead, the unknown widow, heirs devisees, legatees, administrators, executors, assigns and legal representatives of Yelverton P. Burgan, deceased.

The wife of Yelverton P. Burgan, whose christian name is unknown, if living, if dead, the unknown widower, heirs, devisees, legatees, administrators, executors, assigns and legal representatives of the wife of Yelverton P. Burgan, whose christian name is unknown.

William H. Plummer and Korah L. Plummer his wife.

Jesse W. Plummer, if living, if dead, the unknown widow, heirs, devisees, legatees, administrators, executors, assigns and legal representatives of Jesse W. Plummer, deceased.

Joseph Edgar Plummer and Sarah Ada Plummer, his wife.

John Harvey Plummer and Zada May Plummer his wife.

~~Charles Asbury Plummer and Anna Mary Isabella~~

Charles Asbury Plummer and Anna Mary Isabella Plummer his wife.

Dovie Maud Pigg and Charles T. Pigg her husband.

Sarah Raney and Dillard Raney her husband.

Sarah Raney if living, if dead, the unknown widower, heirs devisees, legatees, administrators, executors, assigns and legal representatives of Sarah Raney deceased.

Dillard Raney, if living, if dead, the unknown widow, heirs devisees legatees, administrators, executors, assigns and legal representatives of Dillard Raney, deceased.

Delia Buchannan and James Buchannan, her husband.

Delia Buckhannan, if living, if dead, the unknown widower, heirs devisees, legatees, administrators, executors, assigns and legal representatives of Delia Buckhannan, deceased.

James Buckhannan, if living, if dead, the unknown widow, heirs, devisees, legatees, administrators, executors, assigns and legal representatives of James Buckhannan, deceased.

Elizabeth B. Storm and Peter A. Storm her husband.

Lidda Burgan, if living, if dead, the unknown widower, heirs, devisees legatees, administrators, executors, assigns and legal representatives of Lidda Burgan, deceased.

Anderson Tranum Burgan and Clara Bell Burgan, his wife.

Jacob O. Burgan and Margarett E. Burgan his wife.

Almanda Swift, widow of Bud Swift, deceased.

Henry H. Burgan, a widower,

Mollie F. Nichols and Charles R. Nichols her husband.

Mollie F. Nichols, if living, if dead, the unknown widower, heirs devisees, legatees, administrators, executors, assigns and legal representatives of Mollie F. Nichols, deceased.

Charles R. Nichols if living, if dead, the unknown widow, heirs, devisees, legatees, administrators, executors, assigns and legal representatives of Charles R. Nichols, deceased.

Harry Nichols if living, if dead, the unknown widow, heirs devisees, legatees, administrators, executors, assigns and legal representatives of Harry Nichols, deceased.

Charles I. Burgan, unmarried.

Kate Pepper and Harry Pepper her husband.

Kate Pepper, if living, if dead, the unknown widower, heirs, devisees, legatees, administrators, executors, assigns and legal representatives of Kate Pepper, deceased.

Harry Pepper, if living, if dead, the unknown widow, heirs, devisees legatees, administrators, executors, assigns and legal representatives of Harry Pepper, deceased.

Edgar O. Burgan and Lucretia Burgan his wife.

Now at this time come the plaintiffs herein by Downard & Taylor their attorneys and shows to the Court the "Non-residents Notice" filed in this cause, by the proof of the publication of said "Non-residents Notice, which proof and publication are in the words and figures as follows to-wit:

(here insert) it appears to the satisfaction of the Court that the defendants,

John Trotter, if living, if dead the unknown widow, heirs, devisees legatees administrators, executors assigns and legal representatives of John Trotter, deceased.

The unknown heirs, devisees, legatees, administrators, executors assigns and legal representatives of Robert Mattox, deceased.

William Mattox and Elizabeth Mattox, his wife;

William Mattox, if living, if dead the unknown widow, heirs, devisees legatees, administrators, executors, assigns and legal representatives of William Mattox, deceased.

Elizabeth Mattox, if living, if dead, the unknown widower, heirs devisees, legatees, administrators, executors, assigns and legal representatives of Elizabeth Mattox, deceased.

Isaac Burgin, if living, if dead, the unknown widow, heirs, devisees, legatees, administrators, executors, assigns and legal representatives of Isaac Burgin, deceased.

Isaac Bergan, if living, if dead, the unknown widow, heirs, devisees, legatees, administrators, executors, assigns and legal representatives of Isaac Bergan, deceased.

Sarah Bergan,widow of Isaac Bergan, if living,if dead, the unknown widower,heirs,devisees, legatees,administrators,executors,assigns and legal representatives of Sarah Bergan, deceased.

Isaac Bugan, if living,if dead,the unknown widow, heirs,devisees,legatees,administrators, executors,assigns and legal representatives of Isaac Bugan,deceased.

The unknown heirs,devisees,legatees,administrators,executors,assigns and legal representatives of Polly Trotter,deceased;

The unknown heirs,devisees,legatees,administrators,executors,assigns and legal representatives of James Burgain,deceased.

The unknown heirs,devisees,legatees,administrators,executors,assigns and legal representatives of Yelberton Burgin,deceased.

The unknown heirs,devisees,legatees,administrators,executors,assigns and legal representatives of Elex Burgain,deceased.

Jesse Burgain,if living,if dead, the unknown widow, heirs,devisees,legatees,administrators,executors,assigns and legal representatives of Jesse Burgain,deceased.

William Burgain,if living,if dead, the unknown widow, heirs,devisees,legatees, administrators,executors,assigns and legal representatives of William Burgain,deceased.

John Burgain, if living,if dead, the unknown widow, heirs,devisees,legatees,administrators,executors,assigns and legal representatives of John Burgain,deceased.

Anderson P. Bergain, if living, if dead, the unknown widow, heirs,devisees,legatees, administrators,executors,assigns and legal representatives of Anderson P. Bergain,deceased.

Sarah Burgan,if living, if dead, the unknown widower, heirs, devisees,legatees, administrators,executors,assigns and legal representatives of Sarah Burgan,deceased.

Sarah Ann Walls and John Francis Walls, her husband;

Sarah Ann Walls, if living, if dead, the unknown widower, heirs,devisees,legatees, administrators,executors,assigns and legal representatives of Sarah Ann Walls,deceased.

John Francis Walls, if living, if dead, the unknown widow, heirs,devisees,legatees, administrators, executors, assigns and legal representatives of John Francis Walls, deceased.

Shelby McDonald Trotter,if living, if dead, the unknown widow, heirs,devisees,legatees, administrators,executors,assigns and legal representatives of Shelby McDonald Trotter, deceased,

Lydia Margaret Thurman and William Thurman, her husband.

Lydia Margaret Thurman, if living, if dead, the unknown widower, heirs, devisees, legatees, administrators, executors, assigns and legal representatives of Lydia Margaret Thurman. deceased.

William Thurman, if living, if dead, the unknown widow, heirs, devisees, legatees, administrators, executors, assigns and legal representatives of William Thurman,deceased.

Julina Day and William Day, her husband.

Julina Day, if living, if dead, the unknown widower, heirs, devisees,legatees,administrators,executors, assigns and legal representatives of Julina Day,deceased.

William Day, if living, if dead, the unknown widow, heirs, devisees,legatees,administrators, executors, assigns and legal representatives of William Day,deceased.

Jesse Day, if living, if dead, the unknown widow,heirs,devisees,legatees,administrators, executors,assigns and legal representatives of Jesse Day,deceased.

Charles Day, if living, if dead, the unknown widow, heirs, devisees,legatees,administrators,executors,assigns and legal representatives of Charles Day,deceased.

The daughter of Julina Day, whose christian name is unknown,if living, if dead, the unknown widower, heirs, legatees, devisees,administrators, executors,assigns and legal representatives of the daughter of Julina Day,whose christian name is unknown.

Emma Proctor, and Samuel Proctor, her husband.

Emma Proctor, if living, if dead,the unknown widower, heirs, devisees, legatees, administrators, executors, assigns and legal representatives of Emma Proctor,deceased.

Samuel Proctor,if living,if dead, the unknown widow, heirs, devisees, legatees, administrators,executors,assigns and legal representatives of Samuel Proctor,deceased.

Anderson P. Burgan,if living, if dead, the unknown widow, heirs,devisees, legatees,administrators,executors,assigns and legal representatives of Anderson P. Burgan,deceased.

William H. Burgan, if living,if dead, the unknown widow, heirs,devisees, legatees,administrators,executors,assigns and legal representatives of William H. Burgan,deceased.

James A. Burgan,if living,if dead, the unknown widow, heirs,devisees,legatees administrators,executors,assigns and legal representatives of James A. Burgan,deceased.

Yelverton P. Burgan,if living,if dead,the unknown widow, heirs,devisees, legatees,administrators,executors,assigns and legal representatives of Yelverton P. Burgan, deceased.

The wife of Yelverton P. Burgan,whose Christian name is unknown,if living, if dead, the unknown widower,heirs,devisees,legatees,administrators,executor assigns and legal representatives of the wife of Yelverton P. Burgan,whose christian name is unknown.

Jesse W.Plummer,if living,if dead,the unknown widow,heirs,devisees,legatees, administrators,executors,assigns and legal representatives of Jesse W. Plummer,deceased.

Sarah Raney and Dillard Raney,her husband.

Sarah Raney,if living,if dead,the unknown widower,heirs,devisees,legatees, administrators,executors,assigns and legal representatives of Sarah Raney, deceased.

Dillard Raney,if living,if dead,the unknown widow, heirs,devisees,legatees, administrators,executors,assigns and legal representatives of Dillard Raney, deceased.

Delia Buckhannan and James Buckhannan her husband.

Delia Buckhannan,if living,if dead,the unknown widower, heirs,devisees, legatees,administrators,executors,assigns and legal representatives of Delia Buckhannandeceased.

James Buckhannan,if living,if dead,the unknown widow,heirs,devisees,legatees administrators,executors,assigns and legal representatives of James Buckhannan,deceased.

Lidda Burgan,if living,if dead,the unknown widower, heirs,devisees,legatees, administrators,executors,assigns and legal representatives of Lidda Burgan, deceased.

Mollie F.Nichols and Charles R.Nichols,her husband.

Mollie F.Nichols,if living, if dead, the unknown widower,heirs,devisees, legatees,administrators,executors,assigns and legal representatives of Mollie F.Nichols,deceased.

Charles R.Nichols,if living,if dead, the unknown widow, heirs,devisees, legatees,administrators,executors,assigns and legal representatives of Charles R. Nichols,deceased.

Harry Nichols,if living, if dead, the unknown widow,heirs,devisees,legatees, administrators,executors,assigns and legal representatives of Harry Nichols, deceased.

Kate Pepper and Harry Pepper,her husband.

KAte Pepper,if living,if dead, the unknown widower, heirs, devisees,legatees administrators,executors,assigns and legal representatives of Kate Pepper, deceased.

HArry Pepper,if living, if dead, the unknown widow, heirs, devisees,legatees administrators,executors,assigns and legal representatives of Harry Pepper, deceased, were each and all duly notified of the filing and pendency of this action, by three successive weekly publicationsin "The Republican" a

weekly newspaper of general circulation, printed and published in the town of Danville, Hendricks County, in the State of Indiana, the last of which publications was more than thirty days before the first day of April,1918, the same being the 25th judicial day of the March Term of this Court, and that being the date fixed by the plaintiffs by endorsement on the complaint herein and by the Clerk of this Court as the return day for this cause on which the defendants should appear and answer the complaint pursuant to the order for notice for notice by publication of this Court made on the 31st day of January 1918, the same being the 22nd judicfal day of the January Term,1918, and which date was fixed in the notice of Non-residents, given herein.

And come also the above named resident defendants Marry M. Heckathorn widow of William Heckathorn,deceased, Martha Jane Woodard and George W. Woodard,her husband, Caroline Lawler and Cornelius C. Lawler her husband, Almanda Swift, widow of Bud Smith, deceased, William H. Plummer and Korah L. Plummer his wife, John Harvey Plummer and Zada May Plummer his wife, Charles Asbury Plummer and Anna Mary Isabella Plummer,his wife, Elizabeth B.Storm and Peter A.Storm her husband, Anderson Tranum Burgan and Clara Bell Burgan his wife, Henry Burgan,unmarried, Edgar O. Burgan and Lucretia Burgan his wife, Joseph Edgar Plummer and Sarah Ada Plummer his wife, Dovie Maud Pigg and Charles T.Pigg, her husband, Jacob O. Burgan and Margaret E. Burgan his wife, and Charles I.Burgan, unmarried, and file their waiver and disclaimer to plaintiff's complaint herein in the words and figures as follows,to-wit:(Here Insert).

And the said defendants, John Trotter,if living,if dead, the unknown widow, heirs, devisees,legatees,administrators,executors,assigns and legal representatives of JOhn Trotter,deceased.

The unknown heirs,devisees,legatees,administrators,executors,assigns and legal representatives of Robert Mattox,deceased.

William Mattox and Elizabeth Mattox,his wife.

William Mattox,if living,if dead, the unknown widow, heirs,devisees,legatees,administrators,executors,assigns and legal representatives of William Mattox,deceased.

Elizabeth Mattox,if living,if dead, the unknown widower, heirs,devisees,legatees, administrators,executors,assigns and legal representatives of Elizabeth Mattox,deceased.

Isaac Burgin if living,if dead,the unknown widow, heirs,devisees,legatees,administrators, executors,assigns and legal representatives of Isaac Burgin,deceased.

Isaac Bergan,if living, if dead the unknown widow, heirs,devisees,legatees,administrators, executors,assigns and legal representatives of Isaac Bergain,deceased.

Sarah Bergan,widow of Isaac Bergan,if living, if dead, the unknown widower, heirs,devisees, legatees,administrators,executors,assigns and legal representatives of Sarah Bergan, deceased.

Isaac Bugan,if living,if dead, the unknown widow, heirs,devisees,legatees,administrators, executors,assigns and legal representatives of Isaac Bugan,deceased.

The unknown heirs,devisees,legatees,administrators,executors,assigns and legal representatives of Polly Trotter,deceased.

The unknown heirs,devisees,legatees,administrators,executors,assigns and legal representatives of James Burgain,deceased.

The unknown heirs,devisees,legatees,administrators,executors,assigns and legal representatives of Yelverton Burgin,deceased.

The unknown heirs,devisees,legatees,administrators,executors,assigns and legal representatives of Elex Burgain,deceased.

Jesse Burgain,if living, if dead, the unknown widow, heirs,devisees,legatees,administratprs,executors,assigns and legal representatives of jesse Burgain,deceased.

William Burgain,if living,if dead, the unknown widow,heirs,devisees,legatees,administrators,executors,assigns and legal representatives of William Burgain,deceased.

John Burgain,if living,if dead, the unknown widow, heirs,devisees,legatees, administrators,executors,assigns and legal representatives of John Burgain, deceased.

Anderson P. Bergain,if living, if dead, the unknown widow, heirs,devisees, legatees,administrators,executors,assigns and legal representatives of Anderson P. Bergain,deceased.

Sarah Burgan,if living, if dead, the unknown widower, heirs,devisees,legatees administrators,executors,assigns and legal representatives of Sarah Burgan, deceased.

Sarah Ann Walls and John Francis Walls her husband.

Sarah Ann Walls, if living, if dead, the unknown widower, heirs,devisees, legatees,administrators,executors,assigns and legal representatives of Sarah Ann Walls, deceased.

John Francis Walls,if living, if dead, the unknown widow, heirs,devisees, legatees, administrators,executors,assigns and legal representatives of John Francis Walls,deceased.

Shelby McDonald Trotter,if living, if dead, the unknown widow, heirs,devisees legatees,administrators,executors,assigns and legal representatives of Shelby McDonald Trotter,deceased.

Lydia Margaret Thurman and William Thurman,her husband,

Lydia Margaret Thurman,if living, if dead, the unknown widower,heirs,devisees legatees,administrators,executors,assigns and legal representatives of Lydia Margaret Thurman,deceased.

William Thurman,if living, if dead, the unknown widow, heirs,devisees,legatees administrators,executors,assigns and legal representatives of William Thurman deceased.

Julina Day and William Day, her husband.

Julina Day,if living, if dead the unknown widower, heirs,devisees,legatees administrators,executors,assigns and legal representatives of Julina Day, deceased.

William Day,if living, if dead, the unknown widow, heirs,devisees,legatees, administrators,executors,assigns and legal representatives of William Day, deceased.

Jesse Day,if living, if dead, the unknown widow, heirs,devisees,legatees, administrators,executors,assigns and legal representatives of Jesse Day, deceased.

Charles Day,if living, if dead, the unknown widow, heirs,devisees,legatees, administrators,executors,assigns and legal representatives of Charles Day, deceased.

The daughter of Julina Day,whose christian name is unknown,if living, if dead, the unknown widower, heirs, legatees,devisees,administrators,executors, assigns and legal representatives of the daughter of Julina Day whose christian name is unknown.

Emma Proctor and Samuel Proctor, her husband.

Emma Proctor, if living, if dead, the unknown widower, heirs,devisees, legatees,administrators,executors,assigns and legal representatives of Emma Proctor,deceased.

Samuel Proctor, if living, if dead, the unknown widow, heirs,devisees, legatees,administrators,executors,assigns and legal representatives of Samuel Proctor,deceased.

Anderson P. Burgan,if living, if dead, the unknown widow, heirs,devisees, legatees,administrators,executors,assigns and legal representatives of Anderson P. Burgan,deceased.

William H. Burgan,if living, if dead, the unknown widow, heirs,devisees, legatees,administrators,executors,assigns and legal representatives of William H. Burgan,deceased.

James A. Burgan,if living, if dead, the unknown widow, heirs,devisees, legatees,administrators,executors,assigns and legal representatives of James A. Burgan,deceased.

Yelverton P. Burgan and the wife of Yelverton P. Burgan, whose christian name is unknown.

Yelverton P. Burgan, if living, if dead,the unknown widow, heirs,devisees,legatees, administrators,executors,assigns and legal representatives of Yelverton P. Burgan, deceased.

The wife of Yelverton P. Burgan, whose christian name is unknown if living, if dead, the unknown widower,heirs,devisees,legatees,administrators,executors,assigns and legal representatives of the wife of Yelverton P. Burgan, whose christian name is unknown.

Jesse W. Plummer if living, if dead, the unknown widow, heirs,devisees,legatees, administrators,executors,assigns and legal representatives of Jesse W.Plummer,deceased.

Sarah Raney and Dillard Raney her husband.

Sarah Raney,if living, if dead,the unknown widower,heirs,devisees,legatees,administrators, executors,assigns and legal representatives of Sarah Raney,deceased.

Dillard Raney,if living, if dead, the unknown widow, heirs,devisees,legatees,administrators,executors,assigns and legal representatives of Dillard Raney,deceased.

Delia Buckhannan and James Buckhannan her husband.

Delia Buckhannan, if living,if dead the unknown widower,heirs,devisees,legatees, administrators,executors,assigns and legal representatives of Delia Buckhannan,deceased.

James Buckhannan,if living, if dead, the unknown widow, heirs,devisees,legatees, administrators,executors,assigns and legal representatives of James Buckhannan,deceased.

Lidda Burgan,if living, if dead, the unknown widower, heirs,devisees,legatees,administrators,executors,assigns and legal representatives of Lidda Burgan,deceased.

Mollie F.Nichols and Charles R. Nichols,her husband.

Mollie F.Nichols,if living, if dead, the unknown widower,heirs,devisees,legatees,executors, assigns and legal representatives of Mollie F.Nichols,deceased.

Charles R. Nichols,if living, if dead, the unknown widow, heirs,devisees,legatees, administrators,executors,assigns and legal representatives of Charles R. Nichols,deceased.

Harry Nichols,if living,if dead, the unknown widow, heirs,devisees,legatees,administrators, executors,assigns and legal representatives of Harry Nichols,deceased.

Kate Pepper and Harry Pepper her husband.

Kate Pepper if living, if dead, the unknown widower, heirs,devisees,legatees,administrators,executors,assigns and legal representatives of Kate Pepper,deceased.

Harry pepper,if living, if dead, the unknown widow, heirs,devisees,legatees,administrators,executors,assigns and legal representatives of Harry Pepper,deceased, failing to

appear, and each being now three times loudly called in open Court,come not, but herein

wholly make default.

And the infancy of the abive named defendants, to-wit:

The unknown infant heirs,legatees,and devisees of John Trotter,deceased.
The unknown infant heirs,legatees and devisees of Robert Mattox,deceased.
The unknown infant heirs,legatees and devisees of William Mattox,deceased.

The unknown infant heirs,legatees and devisees of Elizabeth Mattox,deceased.
The unknown infant heirs,legatees and devisees of Isaac Burgin,deceased.
The unknown infant heirs,legatees and devisees of Isaac Bergan,deceased.
The unknown infant heirs,legatees and devisees of Sarah Bergan,deceased.
The unknown infant heirs,legatees and devisees of IsaacBugan,deceased.
The unknown infant heirs,legatees and devisees of Polly Trotter,deceased.
The unknown infant heirs,legatees and devisees of JamesBurgain,deceased.
The unknown infant heirs,legatees and devisees of Yelverton Burgin,deceased.
The unknown infant heirs,legatees and devisees of Elex Burgain,deceased.
The unknown infant heirs,legatees and devisees of Jesse Burgain,deceased.
The unknown infant heirs,legatees and devisees of William Burgain,deceased.
The unknown infant heirs,lehatees and devisees of John Burgain,deceased.
The unknown infant heirs,legatees and devisees of Anderson P. Burgain,deceased.
The unknown infant heirs,legatees and devisees of Sarah Burgan,deceased.
The unknown infant heirs,legatees and devisees of Sarah Ann Walls,deceased.
The unknown infant heirs,legatees and devisees of John Francis Walls,deceased.
The unknown infant heirs,legatees and devisees of Shelby McDonald Trotter,deceased.
The unknown infant heirs,legatees and devisees of Lydia Margaret Thurman,deceased.
The unknown infant heirs,legatees and devisees of William Thurman,deceased.
The unknown infant heirs,legatees and devisees of Julina Day,deceased.
The unknown infant heirs,legatees and devisees of William Day,deceased.

The unknown infant heirs,legatees and devisees of Jesse Day,deceased.
The unknown infant heirs,legatees and devisees of Charles Day,deceased.
The unknown heirs,legatees and devisees of the daughter of julina Day,whose christian name is unknown,deceased.

The unknown infant heirs,legatees and devisees of Emma Proctor,deceased.
The unknown infant heirs,legatees and devisees of Samuel Proctor,deceased.
The unknown infant heirs,legatees and devisees of Anderson P. Burgan,deceased.
The unknown infant heirs,legatees and devisees of William H.Burgan,deceased.
The unknown infant heirs,legatees and devisees of James A. Burgan,deceased.
The unknown infant heirs,legatees and devisees of Yelverton P. Burgan,deceased
The unknown infant heirs,legatees and devisees of the wife of Yelverton P. Burgan,deceased,whose christian name is unknown.
The unknown infant heirs,legatees and devisees of jesse W Plummer,deceased.
The unknown infant heirs,legatees and devisees of Sarah Raney,deceased.
The unknown infant heirs,legatees and devisees of Dillard Raney,deceased.
The unknown infant heirs,legatees and devisees of Delia Buckhannan,deceased.
The unknown infant heirs,legatees and devisees of James Buckhannan,deceased.
The unknown infant heirs,legatees and devisees of Lidda Burgan,deceased.
The unknown infant heirs,legatees and devisees of Mollie F.Nichols,deceased.
The unknown infant heirs,legatees and devisees of Charles R.Nichols,deceased.
The unknown infant heirs,legatees and devisees of Harry Nichols,deceased.
The unknown infant heirs,legatees and devisees of Kate Pepper,deceased.
The unknown infant heirs,legatees and devisees of Harry Pepper,deceased,having

been suggested by the Plaintiffs herein, the Court now appoints Charles V. Sears, a member of this bar, Guardian Ad Litem for all of said infants, and said Guardian Ad Litem now appears in open Court,and accepts such trust, and for and on behalf of said infants above named,files as such Guardian Ad Litem, their answer to Plaintiffs' complaint herein,in the words and figures following to-wit:(Here Insert).

Whereupon on motion of the plaintiffs herein,this cause is now submitted to the Court for trial,judgment and decree, upon the waiver and disclaimer of resident defendants filed herein, the default of the defendants as herein above shown, and the issues joined by the Guardian Ad Litem herein, without the intervention of a jury.

And the Court having examined the Complaint herein, and the answers filed and having heard the evidence adduced in support thereof, and being fully and sufficiently advised in the premises,finds that each and all of the allegations in plaintiffs' complaint herein are true; that the plaintiffs herein are now the owners in fee simple and in possession of all of the following described real estate situate, lying and being in the County of Hendricks and State of Indiana, to-wit:

The North half of the North East quarter of Section Thirty Six (36) in Township Seventeen (17) North, of Range Two, (2) West; also a strip of land two (2) rods in width off of and across the entire South side of the North West quarter of the North West quarter of Section Thirty One (31) Township Seventeen (17) North of Range One (1) West.

And the Court further finds that the claims of the above named defendants and each of them are each and all without any right whatever and unfounded and that said defendants and each of them have no estate right title or interest whatever, in or to said land or premises, or any part of the real estate herein above described.

Wherefore it is finally ordered adjudged and decreed by the Court,that the title of the plaintiffs, Solomon T. Ellis and Martha H. Ellis his wife,in and to the following described real estate, lying and being in Hendricks County, and State of Indiana, and bounded and described as follows,to-wit:

The North half of the North East quarter of Section Thirty Six(36) in

Township Seventeen (17) North, of range Two (2) West; also a strip of land Two (2) rods in width off of and across the entire South Side of the North West quarter of the North West quarter of Section Thirty One (31) Township Seventeen (17) North of Range One (1) West, be, and the same is hereby quieted and forever set at rest as against the claim or claims of the defendants and each and every one of them, or any person or persons claiming by under or through them, or any one or more of them, and that they each and every one of them be debarred and forever estopped from asserting any right title interest or claim, in or to said real estate or any part thereof.

It is further ordered by the Court that the Plaintiffs herein pay all costs and charges, which are taxed in this cause.

All of which is finally ordered adjudged and decreed by the Court.

Katie Bledsaw)
VS.) No, 9989.
Frank S. Clark)

Comes now the plaintiff in the above entitled cause by counsel and moves the Court for the publication of all depositions and examinations on file.

And the Court being fully advised and informed in the premises sustains said motion and all depositions and examinations on file are ordered published.

B.T.Blackburn)
VS.) No. 10,006. Judgt. Vs. Plff. for costs.
Thomas Mullen) J.D. 13 Page 98.

Comes now the defendant in the above entitled cause by counsel and this case having been set for trial on this date and the plaintiff or any other person or attorney failing to appear the plaintiff is now by order of the Court three times loudly called, but comes not and herein wholly makes default and this case is now dismissed for want of prosecution. And the Court Reporter having been present for this case her fees are ordered taxed to Hendricks County,Indiana.

And it is further ordered by the Court that the plaintiff pay the costs of this action, taxed at $ and Cents.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

G. W. Brill

Judge.

Saturday Morning April 6th,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W.Brill, Judge.

Maggie Noland)
VS.) No. 9975.
John A. Noland)

Comes now the plaintiff in the above entitled cause by Chas. V.Sears her Attorney and shows to the Court and files herein the affidavit of E.N.Barker,Manager of the "Danville Gazette", a public weekly newspaper of general circulation printed and published in Danville,Hendricks County,Indiana, which affidavit with a copy of the notice of publication attached thereto, is in words and figures as follows, to-wit:(HEre Insert) whereby it appears that a Non-resident Notice for the defendant John A. Noland was published in said newspaper for three weeks successively the first being the 24th day of January 1918, and the last on the 7th day of February 1918, the last of said notices being more than thirty days before the 18th day of March 1918, the same being fixed by the Court as the return day herein and said defendant John A. Noland failing to appear and answer said complaint he is now upon order of the Court three times loudly called, but comes not, and herein wholly makes default.

And the Court now calls Carey W.Gaston,Prosecuting Attorney of the 55th Judicial Circuit to appear and defend against said proceedings, and said Prosecuting Attorney now appearing his Statutory fee as provided by law,is paid to him in open Court.

And now this cause being at issue, is submitted to the Court for trial upon plaintiff's complaint and default of defendant, finding and decree without the intervention of a jury, and the Court having heard the evidence now takes this cause under advisement.

State of Indiana ex rel Harry C. Durham,trustee etc.) No. 9998.
VS.) Judgt. Vs. Defts. for Costs.
The Advisory Board of Eel River Township etc, et als.) J.D. 13 Page 99.

Comes now the plaintiff relator herein in his own proper person and by and through his attorneys, Hume & GAston, and the defendant Advisory Board of Eel River Township, Hendricks County,Indiana, and individual members thereof failing to appear are three times loudly called in open Court but come not and wholly make default herein.

And this cause coming on for trial,finding,judgment and decree, is submitted to the Court, without the intervention of a jury, and the Court, having heard the evidence and being duly advised and informed in the premises,doth find generally for the relator that the allegations set forth in his verified petition and complaint are to be taken and accepted as true.

The Court further finds that the Advisory Board of Eel River Township,Hendricks County,Indiana, and the members thereof of said Board, should meet at the usual place of meeting and enter of record in the Advisory Board Record of said Township a finding

that an indispensable necessity now exists in Eel River School Township, Hendricks County,Indiana, for the construction of a new grade school building, such as may be necessary and proper to comply with the existing modern school necessities, at the Town of North Salem,in said township, County and State, and in what is known as School district No. 7 in said township, and that said Advisory Board has arbitrarily and wrongfully failed and refused to make and enter of record such a finding heretofore in such Advisory Board Record.

The Court further finds that the Advisory Board of Eel River Township Hendricks County,Indiana, and the members thereof of said Board, should further find and declare and enter of record a finding that an emergency now exists in said Eel River Township, in said County and State, for the expenditures of such a sum of money as may be necessary to properly construct a suitable school building at North Salem,in said township, County and State, in school district No. 7 of said township,in accordance with the needs of said township, and that such a sum is not included in the existing estimates and and levies for said township, and that said Advisory Board has arbitrarily and wrongfully failed and refused to make and enter of record such a finding heretofore in such Advisory Board Record.

The Court further finds that said Advisory Board, and the mebers thereof of said Board, should enter of record an order in the Advisory Board Record of said township authorizing the Township Trustee to create an indebtedness in Eel River Township, in said County and State,in such a sum as would adequately provide for the construction of a suitable school building at said town of North Salem, and authorize said township trustee to issue and sell the bonds of said school township in such an amount as would amply provide funds for the construction of such school building, and the Court finds that the funds received from the sale of such bonds shouldbe by said Advisory Board appropriated for said purpose, and that said Advisory Board has arbitrarily and wrongfully failed and refused to make and enter of record such findings heretofore in such Advisory Board Record.

It is therefore ordered,adjudged and decreed by the Court that the Advisory Board of Eel River Township, Hendricks County,Indiana, and the members thereof of said Board, shall meet at the Office of the Township Trustee in the Town of North Salem,Indiana, on the 15th day of April,1918,at the hour of 2 o'clock P.M. of said day, and enter of record in the Advisory Board Record of said township a finding that an indispensable necessity exists in Eel River Township,Hendricks County,Indiana, for the construction of a new grade school building such as may be necessary and proper to comply with the existing modern school necessities at the town of North Salem, in said township,County and State, and in what is known as school district No. 7 in said township.

It is further ordered by the Court that said Advisory Board at said time and place enter a finding that an emergency now exists in said Eel River School Township, in said County and State, for the expenditure of such a sum of money as may be necessary to properly construct said grade school

building at North Salem, in said county and state, and that such a sum is not included in the existing estimates and levies for said township; further it is ordered by the Court that said Advisory Board at said time and place enter of record an order authorizing the township trustee to create an indebtedness and issue the warrants or bonds of Eel River School township, Hendricks County,Indiana, in such a sum not exceeding the constitutional limitation thereto as may be necessary and proper considering the modern and efficient school needs of said township,and that such warrants or bonds be sold to provide funds and moneys with which to construct said school building and to appropriate said moneys for the said purpose of constructing said school building, all of which is hereby ordered by the Court, and obedience to such judgment,order and mandate of the Court shall be not disobeyed as you will be answerable for contempt.

The Clerk of the Hendricks Circuit Court is hereby directed to make certifed copies of this order and judgment of the Court and place the same in the hands of the Sheriff for service upon the members said above Advisory Board.

And it is adjudged that the costs herein be taxed against the Advisory Board of Eel River Township, Hendricks County,Indiana.

Artelia Tomlinson)
VS.) No. 10,005.
Moses Tomlinson)

Comes now Artelia Tomlinson and comes also Carey GAston Prosecuting Attorney, and tHe said Artelia Tomlinson having filed apetition and complaint, which petition and complaint is in the words and figures as follows, to-wit:(Here Insert) and comes also the Clerk of said court and files his answer herein as required by law, which said answer is in the following words and figures, to-wit:(HEre Insert), and it appearing to the Court that the said defendant Moses Tomlinson had been duly served with summons more than ten days Before the 19th day of March,1918, which date was the return day fixed by plaintiff's complaint herein, which said summons and the return thereon is in the following words and figures, to-wit:(HEre Insert), and said cause being at issue upon said petition and answer is submitted to the Court for trial without the intervention of a jury.

And the Court having heard the evidence and being duly advised in the premises finds that said Moses Tomlinson on account of his physical condition is unable to appear in person before the Court and that it would be injurious to said Moses Tomlinson's health to appear before the Court.

And the Court being satisfied that said Moses Tomlinson can not without injury to his health be produced in Court, such personal appearance is dispensed with.

The Court further finds from the evidence that the matters alleged in said petition are true and that the said Moses Tomlinson, the person named in said petition is as inhabitant of Hendricks County and is a person old and infirm and incapable of managing his own estate and that the said Moses Tomlinson should have a Guardian appointed who shall have the custody of him, the said Moses Tomlinson, and the management of his estate.

It is therefore ordered and adjudged by the Court that said Moses Tomlinson, the person named in said petition and complaint herein is an inhabitant of the County of Hendricks,State of Indiana, and is a person old and infirm and incapable of managing his own estate.

It is therefore ordered and adjudged by the Court that Artelia Tomlinson be and she is hereby appointed the guardian of said Moses Tomlinson and she be required to give bond in the sum of $1000.00 and take oath in like manner as required by law as guardians of minors.

IT is further ordered and adjudged by the Court that said guardian pay the costs of this proceeding.

Saturday April 6th,1918 and the 30th day of the March Term,1918.

And Court adjourned until 9 oclock A.M. Monday April 8th,1918.

Record read and signed in open Court.

Geo W Buell

Judge.

Monday Morning April 8th,1918,

Court met pursuant to adjournment

Pres. Hon. Geo. W.BRill, Judge.

Katie Bledsaw)
VS.) No. 9989.
Frank S. Clark)

Come the parties by counsel and it is agreed that all answers to the first paragraph of complaint shall stand as answers to second paragraph of complaint, and all replies to such answers shall stand as replies to all answers. And plaintiff files reply to fourth paragraph of answer, which is as follows,to-wit:(Here Insert). And this cause now being at issue is called for trial and the cause is submitted to the Court for a trial of the equitable issues, and the Court calls a jury for a trial of the legal issues and to advise him upon the questions of fact and pass upon any issue deemed an action at law.

And the Sheriff as ordered by the Court brings into open Court the Jurors of the jury,to-wit:Edward Mills, Henry Leach, Hugh Brown, Thomas F. White, Zack Ragan, James McCoun, Chas. Sanders, Chas. F. McClelland, W.E.Vannice, J.E.Humston, and Chas. Sacre, eleven good and lawful men householders and freeholders of Hendricks County,Indiana, and legal voters therein who by agreement of the parties are duly and legally empaneled and sworn in open Court to well and truly try the issues joined in this cause and a true verdict give according to law and the evidence adduced. And the defendant objects and excepts to the calling of a jury. And now the plaintiff brings into Court $105.00 as a tender and pays the same to the Clerk of this Court for this case and benefit of the defendant. And the opening statements having been made and the evidence having been heard in part thiscause is continued to 9 oclock A.M. to-morrow.

Monday April 8th,1918 and the 31st day of the March Term,1918.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo. W. Brill

Judge.

Tuesday Morning April 9th,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W.Brill, Judge.

Katie Bledsaw)
VS.) No. 9989. Judgt. Vs. Deft. for $740.72 and costs. J.D. 13 Page 99.
Frank S. Clark)

Decree.

Come now the parties to this cause, personally and by their attorneys, and the evidence of both plaintiff and defendant is heard and concluded, and at the conclusion thereof the Court finds that there is no controverted fact under the legal issues formed by the pleadings to be submitted to the jury, and on its own motion so instructs the jury and discharges it, to which ruling the defendant at the time excepts.

And the Court having heard all the evidance and being duly advised in the premises now finds that the material allegations of the complaint are true, and that plaintiff's assignment of the written contract dated January 26,1916, as described in the complaint, was obtained by the misrepresentations of the defendant upon which plaintiff relied, and was intended by her to be an assignment as collateral security for her indebtedness to defendant only, and is void as an absolute assignment. And the Court further finds for plaintiff upon the issues formed by the answers and replies thereto and finds that the alleged contract of settlement described in defendant's answer dated August 30,1917,was obtained by fraudulent misrepresentations of defendant on which plaintiff relied, and is void and should be set aside, and that plaintiff is entitled to an accounting.

It is therefore conisdered adjudged and decreed that the assignment by plaintiff of her interest in the written contract described in the complaint between Charles A. Mueller and Maggie Mueller, which assignment was dated January 26,1916, be, and the same is hereby declared to be an assignment as collateral security only, to secure defendant for plaintiff's indebtedness to him on that date; and that the written contract of settlement entered into between plaintiff and defendant August 30,1917, is void and the same is hereby set aside and declared invalid; and that plaintiff have judgment against defendant on the accounting prayed for in the complaint in the sum of Seven Hundred Forty Dollars and Seventy-two Cents ($740.72), and her costs taxed at $_____.

And Court adjourned until 9 oclock. A.M. to-morrow.

Record read and signed in open Court.

Geo. W. Bell

Judge.

Wednesday Morning April 10th,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W.Brill, Judge.

State of Indiana)
VS.) No. 5148.
O'Neal Warner)

Comes the State of Indiana by Carey W.Gaston,Prosecuting Atterney and moves the Court that a Bench Warrant be issued for the defendant herein O'Neal Warner. And the Court being fully advised and informed in the premises sustains said motion, and thereupon the Clerk issues the warrant accordingly.

Anna E.E.Edwards,Administratrix of the estate of Mont O. Edwards,deceased.)
VS.) No. 9806.
The Pittsburgh,Cincinnati,Chicago & St. Louis Railroad Company.)

Comes now the defendant and files its bill of exceptions No. 2 herein, which theretofore had been approved and signed by the Judge of the Court. And the Clerk is ordered to certify the same with the transcript on appeal, without copying; which bill of exceptions is as follows:(Here Insert).

Arthur H. Humphrey)
VS.) No. 9686.
George H. Johnson, et al)

Come the parties by counsel, and the Court being fully advised and informed in the premises overrules plaintiff's motion for a new trial heretofore filed, to which ruling of the Court the plaintiff objects and excepts.

And the plaintiff now prays an appeal to the Appellate Court of Indiana Appeal granted,upon the filing of a bond in the sum of $300.00 within thirty days with as surety thereon, which surety is approved. Ninety days given to file all Bills of Exceptions.

Arthur A. Steiner)
VS.) No.10002.
Everson Prebster and Ella Prebster.)

Comes the parties by counsel and the defendant is ruled to answer.

Patrick P. Lee)
VS.) No. 10,022.
Nora G. Lee)

Comes now the petitioner Patrick P. Lee and shows to the Court the summons issued by the Clerk of this Court to the Sheriff of Marion County, and the return of said Sheriff indorsed thereon, which said summons and return are as follows, (Here Insert), from which summons it appears that notice of the filing of the petition and the day set for hearing the same was given to Nora G. Lee more than ten days before the day set for hearing the same.

The Clerk of this Court now files answer to said petition, and Carey W.Gaston, Prosecuting Atterney now appears and is present during the trial of said cause, The petition files and shows to the Court the certificate of Dr. Thomas E. Courtney of Indianapolis the attending physician of Nora G. Lee stating therein that she is not physicially able to be in Court.

And now the petition and matters therein contained are submitted to the Court for hearing. The Court after examining said petition,hearing the evidence and being fully advised in the premises, finds that the said Nora G. Lee is an inhabitant of Hendricks County,Indiana, that she has property in said County; and that she is not capable of managing her estate on account of infirmity of mind and body and that a Guardian ought to be appointed to look after and manage her estate.

It is therefore adjudged that said Nora G. Lee is a person infirm and incompetent to manage her estate. It is further ordered that Patrick P. Lee be, and he is appointed Guardian for Nora G. Lee and ordered to file his Bond in the sum of $1500.00.

Mary A. Miles)
VS.) No. 9986.
Indianapolis Traction & Ter. Co. C.C.C. & St. Louis Ry. Co.) Cost for trial of cause on change of Venue.

State of Indiana, Hendricks County,SS:

I, Geo. W.Brill, Judge of the 55th Judicial Circuit of Indiana, and Judge of the Hendricks Circuit Court of said State, in which the above and foregoing case was tried, adjudicated and disposed of having this day examined the foregoing account in favor of

the County of Hendricks and against the County of Marion in said State, and having heard record and other evidence touching the same, and being advised as to the law in reference thereto;

it is by me ordered and adjudged that said account is in all things correct, and the amount thereof, to-wit: Ninety-three Dollars and Fifty Cents, in the case of Mary A.Miles VS. Indpl's Tr. & THr. Co. and C.C.C.& St. L. Ry. Co. is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against said County of Marion in said State, and the Auditor of said County of Hendricks is hereby ordered and diretced to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher and authority for so doing.

Geo. W. Brill

Judge 55th Judicial Circuit of Indiana.

Thomas B. Noble)
) No. 9955.
VS.) Cost for trial of cause on change of Venue.
Jesse D. HAmrick)

State of Indiana, Hendricks County,SS:

I, Geo.W.Brill, Judge of the 55th Judicial Circuit of Indiana, and Judge of the Hendricks Circuit Court of said State, in which the above and foregoing case was tried,adjudicated and disposed of having this day examined the foregoing account in favor of the County of Hendricks and against the County of Marion in said State, and having heard record and other evidence touching the same, and being advised as to the law in reference thereto;

It is by me ordered and adjudged that said account is in all things correct, and the account thereof, to-wit: Forty-two Dollars and Fifty Cents in the case of Thomas B. Noble VS. Jesse D.HAmrick is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against said County of Marion in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher and authority for so doing.

Geo.W.BRill

Judge 55th Judicial Circuit of Indiana.

Rose Davidson)
) No. 9935.
VS.) Cost for trial of cause on change of Venue.
Lambert D. Tyler)

State of Indiana, Hendricks County,SS:

I, Geo. W. Brill, Judge of the 55th Judicial Circuit of Indiana, and Judge of the Hendricks Circuit Court of said State, in which the above and foregoing case was tried, adjudicated and disposed of having this day examined the foregoing account in favor of the County of Hendricks and against the County of Marion in said State, and having heard record and other evidence touching the same, and being advised as to the law in reference thereto;

It is by me ordered and adjudged that said account is in all things correct,and the account thereof, to-wit: One Hundred Thirty-two Dollars and____cents, in the case of Rose Davidson VS. Lambert D. Tyler is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against said County of Marion in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher and authority for so doing.

Geo. W. Brill

Judge 55th Judicial Circuit of Indiana.

Jessie P. McCoun)
)
VS.)
) No. 9906.
Sylvanus D. Shipman,) Judgt. Vs. Sylvanus D.Shipman and
Emma E. Shipman,) Emma E.Shipman for $1000.00
Hubbard Lumber Company,) and costs.
Union National Savings & Loan Company,)
James M.T.Wright,) J.D. 13 Page 99.
A.G.Rose, Trustee.)

Comes now again the parties in person and by their respective attorneys and the jury having heretofore returned its answer to an interrogatory submitted by the Court, the Court now hears argument of counsel.

And the Court being duly advised now treating said answer of the jury as advisory to the Court only, now finds for the defendant Shipman on his answer that the allegations thereof are true and further finds that the plaintiff is entitled to recover of and from the defendant,Sylvanus D.Shipman, $1000.00 on the claim sued upon together with the costs of this action.

The Court further finds that the plaintiff is entitled to have the mortgage foreclosed and the real estate sold to satisfy said claim.

The Court further finds that the equity of redemption of all the defendants should be barred and foreclosed and that the defendants other than Shipman and Shipman have no interest in said real estate.

It is further ordered,adjudged and decreed by the Court that the plaintiff have and

recover on the claim sued upon the sum of $1000.00 together with the costs of this action and all accruing costs and all without relief from valuation or appraisement laws.

It is further considered,adjudged and decreed by the Court that the equity of redemption of the defendants and all persons claiming from,under or through them or either of them in and to the real estate described in plaintiff's complaint, lying and being in the County of Morgan and State of Indiana, and as follows,to wit:

The East half of the Southwest quarter and the East half of the West half of the Southwest quarter of Section 17, Township 12 North, Range 1 east containing 120 acres, more or less, be and the same is forever barred and foreclosed and that said real estate and all the right,title,claim and interest of said defendants and of all persons claiming from,under or through them or either of them, or so much thereof as may be necessary for that purpose, be sold as other lands are sold on execution. Said sale to be without relief from valuation or appraisement laws.

The proceeds arising from said sale to be applied as follows:

First, to the payment of the costs and accruing costs herein.

Second, to the payment of the amount found due plaintiff on the claim sued upon herein, being the amount of the judgment hereinbefore rendered together with interest from this date.

The overplus, if any there be, to be paid to the Clerk of the Court for the use of the parties lawfully entitled and authorized to receive the same.

In the event said mortgage premises shall fail to sell for a sufficient sum to satisfy said judgment,interest,costs and accruing costs, the residue thereof remaining unpaid shall be levied of the goods,chattels,lands and tenements of said Sylvanus D.Shipman subject to execution and sale thereof shall be made without any relief whatever from valuation or appraisement laws.

All of which is ordered,adjudged and decreed by the Court.

Wednesday April 10th,1918 and the 33rd day of the March Term,1918.

And Court adjourned until 9 oclock AM to-morrow.

Record read and signed in open Court.

G. W. Bill

Judge.

Thursday Morning April 11th,1918.

Court met pursuant to adjournment.

Pres. Hon. Geo. W.BRill, Judge.

Pearl Rogers)
)
VS.) No. 9958.
)
Ullen H. Rogers)

Comes now the plaintiff in the above entitled cause and files a cost Bond, which bond is approved by the Court and is in the words and figures as follows, to-wit:(HEre Insert).

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo W Bill

Judge.

Friday Morning April 12th,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W.Brill, Judge.

State of Indiana)
VS.) No. 5148.
Oneal Warner)

Comes now the defendant into open Court in his own proper person and on being arrainged for plea says that he is not guilty. And the Court fixes the bond of the defendant Oneal Warner in the sum of $1000.00. And now the defendant comes again into open Court in his own proper person and by counsel and asks leave of the Court to withdraw his plea of not guilty heretofore entered in this case, and the Court being fully advised sustains said motion and the plea of not guilty is withdrawn. And defendant files motion to quash affidavit, and the Court sustains said motion and the affidavit is quashed. And the Court orders defendant held until affidavit can be prepared and filed.

State of Indiana)
Vs.) No. 5150.
Oneal Warner)

Comes now the State of Indiana by Carey W. Gaston, Prosecuting Attorney and moves the Court that a bench warrant be issued for the defendant Oneal Warner,and the Court sustains said motion and the Clerk of this Court now issues said warrant accordingly. And defendant being present in Court in his own proper person and by counsel waives arraingement and pleads not guilty And the Court fixes the bond ofethe defendant in the sum of $500.00.

State of Indiana)
VS.) No. 5149.
Elsworth HArold Collins)

Comes now the State of Indiana by Carey W.Gaston,Prosecuting Attorney and moves the Court that a bench warrant be issued for the defendant herein Elsworth Harold Collins, and the court being fully advised in the premises sustains said motion and the Clerk now issues the warrant accordingly.

Friday April 12th,1918 and the 35th day of the March Term,1918.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo W Brill Judge.

Saturday Morning April 13th,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W.Brill, Judge.

Pearl Rogers)
VS.) No. 9958.
Ullen Rogers.)

Come the parties by counsel and defendant files answer in three paragraphs, which answer is as follows, to-wit:(HEre Insert), And plaintiff is ruled to reply.

Wallace T. Jessup)
VS.) No. 10,023.
Logan Peterson, et al.)

Come the parties by counsel and defendants Everett and Everett file answer in disclaimer, which answer is as follows,to-wit:(HEre Insert).

Washington School Township of Hendricks County,Indiana.)
VS.) No. 9952.
Flora E. Hanna, et al.)

Come the parties by counsel and defendants file answer in general denial which answer is in the words and figures as follows,to-wit:(Here Insert) And this cause being at issue is submitted to the Court for trial, and the defendants request the Court to make special findings of facts and state his conclusions of law thereon in this cause. And the evidence having been heard and the Court being fully advised in the premises now takes this cause under advisement.

William R. Davidson, et al)
Ex Parte- Drain.) No. 9762.

Comes now Chas. E.Higgins, Construction Commissioner, and files his final report herein, which report is in words and figures as follows, to-wit:

"State of Indiana)
Hendricks County) SS: In the Hendricks Circuit Court,
March Term,1918.

William R. Davidson, et al)
Ex Parte- Drain.) No. 9762 Commissioner's Final Report.

The undersigned, Chas. E.Higgins, Construction Commissioner for the above entitled Drain would respectfully report that he has completed the above entitled drain and herewith submits his final report therein, as follows, to-wit:

I Have received:

Original assessment as per Commissioners Report,----------$1399.74

I have paid out as per receipts:

Elmer Newby, contractor,----------$1100.00
Ray Whyte, Surveyor,---------- 23.29
A.P.W.Bridges, court costs,---------- 39.82
Chas. V.Sears, attorney's fees,---------- ---------- 56.00
William A. Berry, Drainage Commissioner ---------- 12.00
Chas. E.Higgins, Construction Commissioner, ---------- 50.00
A.P.W.Bridges, Clerk, unexpended balance,---------- 118.63

Total disbursements,----------$1399.74

Said Construction Commissioner further reports that said unexpended balance of $118.63 is 8.475% of the whole amount of assessments and that the land owners whose lands were assessed for the construction of said Drain and who paid said assessments are entitled to said unexpended balance as follows:-

Howard Stephenson (For John E. Whiteman)--------$35.28
Leonard R. Christie,--- ---------- 4.27
Eliza A. Havens and Ethe E. Shelton,---------- 45.11
John F. Underwood, Jr.---------- 31.85
Hendricks County,Indiana,---------- 2.12

Wherefore said Construction Commissioner asks the Court that this his report be approved and that he be fully and finally discharged in said cause.

Chas. E.Higgins

Subscribed and sworn to before me this 13th day of April, 1918.

(Seal) Chas. V. Sears Notary Public
My Commission Expires March 21st,1921.

And the Court having examined said report and being fully advised and informed in the premises finds that said report should be approved and said Commissioner finally discharged.

It is therefore ordered and decreed by the Court that said final report be, and the same is, hereby, approved in all things, and said commissioner fully and finally discharged.

All of which is finally ordered,adjudged and decreed by the Court.

And the Court further finds that the unexpended balance of assessments collected which unexpended balance has been paid to the clerk should be paid out and distributed

by the Clerk as set forth in said report, which are as follows, to-wit:-

1. Howard Stephenson (For John E.Whiteman)----------$35.28. Pd.
2. Leonard R. Christie,---------- 4.27 Pd.
3. Eliza A. Havens and Ethe E.Shelton,----------$45.11 Pd.
4. John F. Underwood, Jr.,----------$31.85 Pd.
5. Hendricks County,Indiana, ---------- 2.12

Receipt.

1 Recd 3/7 1918 of Bridges clerk $35.28 my share herein Howard his X mark Stephenson with ty mark Ethel Clark.
2 Recd 7/29 1918 of Bridges clerk $4.27 my share. Leonard R Christie
3 Recd 7/22, 1918 of Bridges clerk $45.11 my share Eliza A Havens Ethe E Shelton
4 Recd 5/29, 1918 of Bridges, clerk $31.85 my share J F Underwood Jr.
5. Recvd 6/18-1920 of Bridges, clerk $2.12 Hendricks Co. Ass. Carey H. Gaston County atty,

And Court adjourned until 9 oclock A.M. Monday April 15th,1918.

Record read and signed in open Court.

Geo W. Bill

Judge.

Monday Morning April 15th,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W.Brill, Judge.

Rholla Proffitt)
)
VS.) No. 9960.
)
Verna E. Proffitt.)

Come the parties by counsel and this cause is continued to May 8th 1918, at the costs of defendant.

Ethel C. Eggers, by her next friend, her husband, Arthur Eggers.)
)
VS.) No. 9942.
)
Oliver Merritt, et al)

Comes now the Commissioner in the above entitled cause and files his Financial report, which report is as follows, to-wit:

"State of Indiana)
) No. 9942 In the Hendricks Circuit Court.
Hendricks County)

March Term,1918.

Ethel C.Eggers, hy her next friend, etc.

VS.

Oliver W.MErritt, et al

The undersigned Commissioner appointed in the above entitled cause begs leave to submit the following financial report, to-wit:

Charges.

Amount received from sale of real estate ----------$6550.00

Credits.

1. W.A.King, stamps----------$7.00
2. A.P.W.BRidges, Clerk,----------84.75
3. A.J.Wilson, Taxes,----------93.21
4. Hume & Gaston,atty fee and expenses----------108.25
5. C.M.Roark, Comr.,----------100.00
6. Downard and Taylor, Abstract,---------- 7.00
7. Sylvester N. Merritt, Trust.,----------1229.95
8. Ethel C.Eggers, Dist. Share----------1229.96
9. Nora E. Ragan, " " ----------1229.96
10. Oliver W.Merritt," " ----------1229.96
11. Orian S.Merritt, " " ----------1229.96

Total credits,----------6550.00

I ask that this report be accepted and approved and that I be discharged from my trust.

Charles M. Roark.

Subscribed and sworn to this 13th day of April,1918.

(Seal) John T.Hume, Notary Public.
My Com. expires May 5th,1919.

And the Court having inspected said report and being fully advised in the premises now in all things approves and confirms the same and endorses his approval thereon as follows, to-wit: "Approved in open Court this 15th day of April,1918, Geo.W.BRill, Judge".

And this cause is adjudged finally disposed of.

Monday April 15th,1918 and the 37th day of the March Term,1918.

And Court adjournedmuntil 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo. W. Brill Judge.

Tuesday April 16th,1918 and the 38th day of the March Term,1918.

Tuesday Morning April 16th,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W.Brill, Judge.

Clyde O. Powell, et al)
)
VS.) No. 10,033. Notice to Non-residents.
)
Youel F. Pullen, et al)

Come now the plaintiffs by counsel and show to the court the complaint and affidavit of Non-residence of certain defendants named therein, which complaint and affidavits are as follows, to-wit:(Here Insert), and plaintiffs ask the court for an order to give notice to said defendants. It is therefore ordered that the Clerk give notice to the defendants named in the affidavit of Non-residence by publication in the "Republican", returnable on June 10th,1918; and that he issue summons to the proper Sheriffs of Indiana for all other defendants named in the complaint making the same returnable on said date,and this cause is continued.

Frank Malayer)
)
VS.) No. 9992. Judgt. Vs. Plff.
)
Lula Malayer.) for $50.00 for costs. J.D. 13 page 99 .

Come now the parties in person and by their attorneys and plaintiff files answer to cross-complaint, which answer is as follows, to-wit:(Here Insert), and defendant files answer to complaint, which said answer is in the words and figures as follows, to-wit: (Here Insert). And this cause being at issue is now submitted to the court for trial without the intervention of a jury. And the evidence having been heard in part the plaintiff now dismisses complaint and at the same time the defendant dismisses cross-complaint and the restraining order heretofore issued is dissolved.

It is therefore ordered by the Court that the defendant herein recover of and from the plaintiff her costs and charges in this behalf laid out and expended, taxed at $___ and ___cents.

It is further ordered by the Court that the plaintiff pay to defendant's attorney the sum of $50.00 to be paid within sixty days from this date.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo. W. Brill

Judge.

Wednesday Morning April 17th,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W.BRill, Judge.

Katie Bledsaw)
)
VS.) No. 9989. Costs for trial of cause on change of venue.
)
Frank S. Clark)

State of Indiana, Hendricks County,SS:

I, Geo. W.BRill, Judge of the 55th Judicial Circuit of Indiana, and Judge of the Hendricks Circuit Court of said State, in which the above and foregoing case was tried adjudicated and disposed of having this day examined the foregoing account in favor of the County of Hendricks and against the County of Marion in said State, and having heard record and other evidence touching the same, and being advised as to the law in reference thereto;

It is by me ordered and adjudged that said account is in all things correct, and the account thereof, to-wit: Eighty-three Dollars and Fifty Cents, in the case of Katie Bledsaw VS. Frank S. Clark is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against said County of Marion in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher and authority for so doing.

Geo. W.BRill

Judge 55th Judicial Circuit of Indiana.

Clara Wills)
)
VS.) No. 10,035.
)
John R. Wills)

Comes now the plaintiff, by her attorneys and moves the court for a temporary restraining order, enjoining and restraining the defendant from selling, removing or otherwise disposing of any of the following described personal property, to-wit: Three head of horses, three cows and one calf, one sow and 5 pigs, household and kitchen furniture, farming inplements and one Maxwell Automobile and cash in bank and on hands, until the further order of the court and the court having examined the verified complaint filed by the plaintiff and having heard the evidence in this case and being sufficiently advised finds for the plaintiff, that she is entitled to a restraining order enjoining and restraining said defendant from selling, or otherwise of any of the personal property

described in said complaint or herein, until the further order of this Court.

It is therefore ordered,adjudged and decreed by the court that the defendant be and he is hereby enjoined and restrained from disposing of any of the aforesaid described property until the further order of this court. It is further ordered that a certified copy of this restraining order under the seal of the Clerk of this Court in the hands of the Sheriff of Hendricks County,Indiana, and served upon said defendant shall be suffieient notice of the granting of this restraining order and the court now fixes the 20th day of April 1918, at 10 o'clock A.M. at the court room in the court house in the City of Danville,Indiana, as the time and place, when and where the defendant can be heard as to this restraining order.

Geo. W.BRill
Judge Hendricks Circuit Court.

Thomas B. Noble)
VS.) No. 9955.
Jesse D. HAmrick)

Come the parties by counsel and defendant files motion and reasons and memorandum for a new trial, which motion,reasons and memorandum are in the words and figures following, to-wit:(HEre Insert)

Clara Mitchell)
VS.) No. 9969. Judgt. Vs. Deft. for costs. J.D. 13 Page 100.
Frank A.Mitchell)

Come now the parties in person and by their attorneys and both plaintiff and defendant having adjusted their differences and it appearing to the satisfaction of the Court that they are now living together as husband and wife this cause is now dismissed by the court.

It is therefore ordered and adjudged by the Court that the plaintiff recover of and from the defendant herein her costs and charges in this behalf laid out and expended taxed at $___and___cents.

It is further ordered that defendant pay to Plaintiff's attorney E.M. Blessing the sum of $100.00 as attorneys fees, to be paid within thirty days from this date.

Howard Little, et al)
VS.) No. 9957.
Melissa Ward, et al)

Come now the plaintiffs in the above entitled cause by Horace L.Hanna and James L. Clark their attorneys and file and show to the court the proof of publication filed herein as follows, (HEre Insert), from which it appears to the satisfaction of the court that the defendant Edward Pierson was duly notified of the pendency of this action by publication for three weeks successively in the Plainfiled Messenger, a weekly newspaper of general circulation printed and published in Hendricks County to appear in this cause on the eighth day of April,1918, the last of said publications being more than thirty days prior to said date and said date being the day on which said processwas made returnable by order of the court. Said plaintiffs also show to the court the proof of publication filed by the editor of said Plainfield Messenger as follows,to-wit:(HEre Insert), the summons issued to the Sheriff of Hendricks County with the return of said Sheriff endorsed thereon, all as follows,to-wit:(Here Insert), the summons issued to the Sheriff of Marion County with the return of said sheriff endorsed thereon all as follows, (Here Insert),the summons issued to the Sheriff of Johnson County with the return of said sheriff endorsed thereon all as follows,(HEre Insert), the summons issued to the Sheriff of Morgan County with the return of said sheriff endorsed thereon all as follows,(Here Insert), and the summons issued to the Sheriff of Monroe County with the return of said sheriff endorsed thereon all as follows,(Here Insert), From all of which the court finds that each of the other defendants to this cause has been served with notice and process as required by law to appear herein and answer the complaint on the 20th day of February, 1918, that being the day and date when process was made returnable as to each of said defendants by endorsement on the complaint at the time of the filing thereof which endorsement was signed by plaintiff's attorneys.

And now said defendants and each of them is three times called and comes not but herein wholly makes default.

And the infancy of the defendant Amy Little is suggested to the court and the court appointsdOTis E.Gulley as guardian ad litem for said infant defendant and said guardian ad litem now files answer as follows, (H.I.) And now the plaintiffs inform the court that since the commencement of this action the plaintiff Robert Edmondson died in Hendricks County and State of Indiana, intestate, leaving his widow Adella Edmondson and his children Clarence V.Edmondson, Joseph B.Edmondson, Ralph W.Edmondson, Samuel Edmondson and Roy Edmondson as his only heirs at law. And on motion the court now orders that said heirs be substituted as plaintiffs in the stead of said Robert Edmondson. And the court finds that the interest of said Robert Edmondson in the real estate described in the complaint is now owned one-third by the plaintiff Adella Edmondson and the other two-thirds in equal parts by the aforesaid children of said Robert Edmondson.

And now this cause is submitted to the court for trial,finding and decree upon the default of said defendants and the answer of said guardian ad litem without the intervention of a jury.

And now the plaintiffs file the affidavit of James L.Clark that none of the defendants is in the military service of the United States as he is informed and believes.

And the Court having heard the evidence and inspected the proofs and been sufficiently advised in the premises finds, adjudges and decrees that the Crawford Baptist Industrial

School is the owner in fee-simple of an undivided one-half (½); Howard Little is the owner of an undivided one-twelfth (1/12); Minnie Davis, Samuel Little Chester Little, Fred Little, Donald Little and Amy Little are each the owner of an undivided one-seventy second (1/72) part; Eugene Edmondson,Elizabeth Worrel, Columbus Edmondson, Thomas Edmondson, Joseph Edmondson and Arthur Edmondson are each the owner of an undivided one-eighty-fourth (1/84) part; Adella Edmomdson is the owner of an undivided one-two hundred and fifty second (1/252) part, Clarence V.Edmondson, Joseph B.Edmondson, Ralph W. Edmondson, Samuel Edmondson and Roy Edmondson are each the owner of an undivided one six hundred and thirtieth (1/630) part; MArie Little, Raymond G.Little, Fay Good, William G.Little, Edgar W.Little, Edward Pierson, Laura Essary, Cora Guard, Pearl Lamy, and Harry Pierson are each the owner of an undivided one sixtieth (1/60) part; Melissa Ward, Alice McClain, ElmEr Cox, Joseph Cox, Howard Cox, Otis Cox, Lawson Cox, and Charles S.Cox, are each the owner of an undivided one,one hundred and eighth (1/108) part; Mable Heath, Claude Cox and Alfred Cox are each the owner of an undivided one,three hundred and twenty fourth (1/324) part of the following described real estate in Hendricks County and State of Indiana, to-wit: all that part of the west half (½) of the south east quarter (S.E.¼) of section nine (9) in township fifteen (15) North and range One (1) west lying south of the right of way of the Cleveland,Cincinnati, Chicago and St. Louis Railway Company. Also ninety five (95) acres off of and across the entire west side of the south west quarter of section five (5) in township fourteen (14) north and range one (1) east. Also lot six (6) in Block three (3) in the original town of Plainfield.

And the court further finds that the other defendants have no right, title or interest in or to said real estate or any part thereof nor does any one of them have any interest either legal or equitable in or to any part of said real estate.

And it is now considered,ordered,adjudged and decreed by the court that the plaintiffs and the defendants above named in this decree are the owners in fee simple as tenants in common and in the interest as above set out of the real estate above described and that the other defendants have no right title or interest in or to said real estate or any part thereof nor does any one of said defendants have any interest in or to said real estate or any part thereof. And that the title of the plaintiffs and the defendants named above as the owners of said real estate in and to said real estate be forever quieted and set at rest as against each and all of the other defendants and any and all persons claimed by, under or through said defendants and each of them.

The Court further finds,orders,adjudges and decrees that said real estate can not be partitioned so as to set off to each of the owners thereof his or herpart in severalty without injury and damage to the interest of all of said parties.

And the court now orders that said real estate be sold by a commissioner

appointed by the court and partition made by dividing the proceeds of such sale among the several owners of said real estate according to their several interests as above found and adjudged.

And for the purpose of selling said real estate the court now appoints Guy G. Cumberworth as commissioner to carry out the purposes of this decree. And said Commissioner is ordered to file his bond in the sum of Twenty thousand Dollars ($20,000.00) for the inspection and approval of the court. And when said commissioner has filed such bond to the approval of the court and duly qualified he is ordered to sell said real estate in the manner and on the terms following.

Said commissioner shall have said real estate appraised by two competent and disinterested freeholders of Hendricks County. He shall give notice of the time,place and terms of sale by publication for two successive weekly publications in a newspaper published in Hendricks County the last of which publications shall be not less than ten days before the day of sale, and by posting not less than five printed copies of such notice in Center Township, and a like number in Liberty Township and a like number in Guilford Township, not less than ten days before the date of sale. He shall sell said real estate at private sale for not less than the appraised value and to the highest and best hidder. He may sell the same as a whole or in separate parcels as above described and if any part or parcel is not sold on the day fixed in said notice said sale shall be continued from day to day at a place to be fixed in said notices until all of said real estate is sold. Said real estate or any parcel thereof may be sold for one-third of the purchase price on the day of sale, one-third in six months and one-third in twelve months, the deferred payments to be secured by a first mortgage on the parcel sold.

The Court finds that a reasonable fee for the attorneys for the plaintiffs is $____ and that the same ought to be paid out of the funds realized from the sale of said real estate.

Of the proceeds of said sale the commissioner is ordered to first pay all the costs of this proceeding including a reasonable fee for his attorney and reasonable compensation for his services. Second the fee of plaintiffs attorneys as above fixed by the Court. Third to distribute the remainder to the parties owning said real estate as above found and determined by the court and in the proportions as their interests have been found and stated in this decree.

And now comes Guy G.Cumberworth and aceepts said appointment and files his bond in the sum of Twenty Thousand Dollars with John T. Hollingsworth, C.M.Havens and Ernest Cooper which Bond is approved by the court and said commissioner duly qualifies and takes upon himself the administrator of his trust.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo W. Bill

Judge.

Thursday Morning April 18th,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W.Brill, Judge.

State of Indiana)
)
Vs.) No. 5150.
)
Oneal Warner)

Comes now the State of Indiana by Carey W.GAston, Prosecuting Attorney and files motion to Nol-pros. this cause, which motion is as follows,to-wit: (HEre Insert). And the Court being fully advised and informed in the premises sustains said motion and said cause is nollied and defendant discharged from his bond and allowed to go hence without day.

It is therefore conisdered and adjudged by the court that the defendant herein be discharged and allowed to go hence without day.

HArlan KEnworthy and)
R.C.Kenworthy.)
)
VS.) No. 9994.
)
Pearl Pultz.)

Comes now the defendant in the above entitled cause and enters special appearance and files plea in abatement, which is in the words and figures as follows,to-wit:(HEre Insert). And comes the defendant by counsel and files answer to plea in abatement which answer is as follows,to-wit:(HEre Insert). And this cause being at issue is now submitted to the court for trial,without the intervention of a jury, on plea in abatement. And the court having heard the evidence and being fully advised and informed in the premises finds for ta the defendant Pearl Pultz that her legal residence is in MArion County,Indiana

Mattie J. Carter)
)
VS.) No. 10,011.
)
Isaac J. MEndenhall,)
Malinda MEndenhall.)

Comes now Robert T.Arnold Administrator, James A. Clay and James Scott, and waive notice of summons herein and severally enter their appearance and file their answer to the cross-complaint of Edgar W.Shirley which said answer is as follows, to-wit:(HEre Insert).

BAnk of Lizton)
)
VS.) No. 10,012.
)
Isaac J. MEndenhall)

Comes now Robert T.Arnold Administrator, James A.Clay and James Scott and waive notice of summons herein and severally enter their appearance and file answer in two paragraphs to cross-complaint of Edgar W.Shirley, which answer is as follows,to-wit: (HEre Insert). And the defendants herein Isaac J.MEndenhall and Malinda Mendenhall having been by the Sheriff three times loudly called in open Court come not and herein wholly make default.

Otis F.Wellman)
)
VS.) No. 10,017 Judgt. Vs. Plff. for costs.
)
LAurene Wellman) J.D. 13 Page 100.

Come the parties in person and by their attorneys and defendant files answer and cross-complaint which answer and cross-complaint are in the words and figures following, to-wit:(HEre Insert) and the plaintiff files answer to cross-complaint, which answer is as follows, to-wit:(Here Insert). And now this cause being at issue is now called for trial and submitted to the court for trial without the intervention of a jury. And after the hearing of the evidance the defendant withdraws cross-complaint. And the Court being fully advised in the premises finds that the defendant has not been guilty of cruel and inhuman treatment and that the plaintiff is a proper person to have the custody of the infant child and that the complaint of divorce is now dismissed.

It is therefore ordered and adjudged by the Court that the plaintiff is not entitled to a divorce from the defendant on thegrounds alleged in his complaint and that he is the proper person to have the care and custody of the child until the further order of the Court.

It is further ordered and adjudged by the court that the plaintiff pay the costs of this proceeding, taxed at $___and___cents.

And Court adjourned until 9 oclock A.M. tomorrow.

Record read and signed in open Court.

Jno W. Bell Judge.

Friday Morning April 19th,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W.Brill, Judge.

Friday April 19th,1918 and the 41st day of the March Term,1918.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo W Bill Judge.

Saturday April 20th,1918 and the 42nd day of the March Term,1918.

Saturday Morning April 20th,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W.BRill, Judge.

Wellington Downing)
)
VS.) No. 9770. Judgt. VS. Plff. for costs. J.D. 13 Page 100.
)
Lewis C.Robinson,)
MAy Robinson.)

Come the parties by counsel and the default of the defendants is now set aside by the Court and this cause is now dismissed for want of prosecution, the costs taxed to the plaintiff.

It is therefore ordered by the court that the plaintiff pay the costs of this action, taxed at $___and___cents.

Justin Eiffert, as Receiver of the)
Partnership Firm of Walter E.Playter, et al.)
)
VS.) No. 9799.
)
Fred L. Purdy, Jay T. Rogers, et al.)

Come now the defendants in the above entitled cause by counsel and file motion for venire de nova, whihh motion is as follows, to-wit:(Here Insert), and the Court being fully advised in the premises overrules said motion to which ruling of the Court the defendants object and except. And defendants file motion for a new trial, which motion is as follows,to-wit:(Here Insert), and the court being fully advised and informed in the premises overrules said motion, to which ruling of the court the defendants object and except. And defendants are given 120 days to file all Bills of Exceptions.

Minnie Groover)
)
VS.) No. 9882. Judgt. VS. Plff. for costs. J.D. 13 Page 101.
)
N.S.Groover.)

Come the parties by counsel and this cause is dismissed the costs taxed against the plaintiff.

Ordered by the court that defendant recover of and from the plaintiff herein his costs and charges herein laid out and expended, taxed at $___and___cents.

Evert R. Robards)
)
VS.) No. 9894. Judgt. VS. Plff. for costs. J.D. 13
)
Charles Wallace) Page 101.

Come the parties by counsel and this cause is dismissed the costs taxed against the plaintiff.

Ordered by the Court that the defendant recover of and from the plaintiff herein his costs and charges herein laid out and expended, taxed at $___ and ___cents.

Thomas E. HAmrick)
)
VS.) No. 9912. Judgt. Vs. Plff. for costs.
)
Henry Beckmeyer and)
Louisa C.BEckmeyer, Gdn.) J.D. 13 Page 101.

Come the parties by counsel and this cause is dismissed by the plaintiff the costs taxed against the plaintiff.

It is therefore ordered by the court that the plaintiff pay the costs of this action taxed at $___and___cents.

Kathleen McKee, by her next friend)
Anne H. Sullivan.)
) No. 9922.
VS.)
)
Louisa M. Ranier, et al.)

Come the parties by counsel and motion for a new trial heretofore filed by plaintiff in this cause is overruled by the court to which ruling of the Court the plaintiff objects and excepts.

John T. Sawyer)
)
VS.) No. 9954.
)
J.W.Hasse)

Come the parties by counsel and this cause is continued to May Term, 1918, of this Court.

West Side Trust Company,Trustee)
)
VS.) No. 9978.
)
Charles S. Nunn, et al.)

Come the parties by counsel and defendant is ruled to answer.

Automobile Funding Company)
)
VS.) No. 9995. Judgt. VS. Plff. for costs.
)
Orpheus Bodenhamer) J.D. 13 Page 100.

Comes now the plaintiff in the above entitled cause by counsel and dismisses this cause the costs taxed against the plaintiff.

Ordered by the Court that the plaintiff pay the costs of this proceeding, taxed at $___and___cents.

Elbert Storer)
)
VS.) No. 10,019.
)
Alva Edison Miller)

Come the parties by counsel and this cause is dismissed by the plaintiff the costs having been paid.

Clara Wills)
)
VS.) No. 10,035
)
John R.Wills)

Come the parties into open Court in person and by counsel and the matter of the temporary restraining order and temporary allowance is submitted to the Court for hearing. And the Court having heard the evidence the restraining order heretofore issued is continued and the court now takes the matter of a temporary allowance under advisement.

MAggie Noland)
)
VS.) No. 9975 Judgt. Vs. Plff. for costs.
)
John A.Noland) J.D. 13 Page 101.

Comes now the plaintiff and comes also the prosecuting Attorney for the 55th Judicial Circuit and it appearing to the Court that notice of the filing and pendency of this cause has been given the defendant by three weekly publications in "The Danville GAzette", a weekly newspaper of general circulation throughout HEndricks County,State of Indiana, printed and published at Danville, Indiana, for more than thirty days before the 18th day of March,1918, the same being the 13th Judicial day of the MArch Term, 1918 of the Hendricks Circuit Court,the return day of said notice, proof of which publication being shown by the affidavit of Wm. A. King, Editor and publisher of said newspaper, and is in words and figures as follows,to-wit: (H.I.), and said cause coming on for trial and the defendant not appearing is now in open Court by order of the court three times loudly called by the Sheriff of said County but comes not and herein wholly makes default.

And this cause being at issue and coming on for trial is submitted to the Court without the intervention of a jury; and the Court having heard the evidence and being duly advised in the premises finds for the plaintiff and that the allegations of her complaint are true and that she is entitled to a decree of divorce from said defendant on the grounds therein alleged.

It is therefore considered and adjudged by the Court that the bonds of matrimony existing between the plaintiff and defendant herein be, and they are hereby, dissolved and that said plaintiff is hereby granted a divorce from defendant, and plaintiff is ordered not to marry within two years from this date.

It is further considered and adjudged by the court that the plaintiff pay the costs of this suit.

GENERAL COURT ALLOWANCES:-

ordered by the Court that the following sums be allowed and paid out of the funds specificially set apart for that purpose on account of the expense of the March Term,1918, of the Hendricks Circuit Court, to-wit:

J.W.Gentry, Drawing Jury	3.00
John C. TAylor, Drawing Jury	3.00
Robert Hufford, Returning Fugitives	37.32
Cloe Minnick Court Reporter	85.00
Robert S.Miller, Ribbons, Court Reporter	1.50
Robert Huffird, Transportation	3.00
" " Returning Fugitives	27.84
Leroy Nash, Petit Juror	41.50
Riley GEphart, " "	41.00
John Kurtz, " "	5.70
Alva Edmondson " "	15.70
J.F.Lingeman " "	3.70
John T.Hollingsworth, Petit Juror	11.00
James M. TArpey, " "	6.70
V.R.Stephenson " "	18.10
M.O.Gentry " "	10.30
V.R.Rudd " "	5.00
W.J.Ragsdale " "	5.00
A.O.Wright " "	12.50
John Jones, Jr. " "	5.00
William Bowen " "	5.00
Arthur Pierson " "	7.50
Edward Mills " "	53.50
Henry Leach " "	53.90
Hugh Brown " "	50.50
Thomas F.White " "	55.70
Zack Ragan " "	56.00
James McCoun " "	50.00
Chas. Sanders " "	40.00
Chas. F.McClelland " "	40.00
W.E.Vannice " "	40.00
J.E.Humston " "	40.00
Chas. Sacre " "	15.00
Tyra Montgomery " "	12.50
Robert Hufford taking boy to Plainfield	1.20
A.P.W.Bridges, Clerk Ct.Ct.	102.73
Cloe Minnick, Court Reporter	60.00
Chas. T.Clark, attending Court	84.00
Robert Hufford " "	84.00
Robert Hufford, Summoning Petit Jury Mch. Term,	32.80

Ordered by the Court that all cases both Civil and Criminal and all pleas,plaints,motions and demurrers not disposed of at the present Term of this Court be continued to the May Term,1918, of this Court.

And Court adjourned until Court in course

Record read and signed in open Court.

Geo. W. Pill Judge.

GRAND AND PETIT JURORS DRAWN:-

Be It Remembered, ThAt on the 29th dAy of April 1918, James W.Gentry and John C.Taylor, the duly appointed, qualified and acting Jury Commissioners of this Court appointed, at the office of the Clerk of the Hendricks Circuit Court, and thereupon, as required by law the Clerk of this Court drew from the Jury Box, the names of the following persons for Grand Jurors, at the May Term,1918, of this Court, to-wit:-

Alfred Cosner	Franklin Township
Perry Porter	Center Township
W.W.Farmer	Guilford Township
Bert White	Lincoln Township
Albert Greeson	Franklin Township
Clarence Vaughn	Franklin Township

And the Clerk of this Court at the same time and in like manner drew from the Jury Box the names of the following persons for Petit Jurors for the May Term,1918, of this Court, to-wit:-

N.D.Totten	Brown Township
Obe Ramsey	Marion Township
Joseph H. Winnings	Washington Township
Oscar Moon	Center Township
Lawrence Fox	Lincoln Township
Ernest L. Burns	Brown Township
George Gibbs	Washington Township
John Masten	Clay Township
E.V.Milhon	Liberty Township
James Coble	Franklin Township
Morton Ellis	Middle Township
Alonzo Buis	Clay Township
Paul Christie	Marion Township
W.C.Wilcox	Franklin Township
Dennis Chambers	Eel River Township
Chas. C.Garner	Brown Township

Which said list of Jurors were tabulated, signed by said Jury Commissioners and attested by the Clerk of this Court.

And thereupon the Clerk of this Court issued venires for said Jurors, commanding the Jurors of the Grand Jury to appear in the Hendricks Circuit Court on the day of the May Term,1918, and the Jurors of the Petit Jury to appears in the Hendricks Circuit Court on the day of the May Term,1918, thereof, to act as Jurors of said Court.

Attest: Ashbel P.W. Bridges Clerk.

Indianapolis Water Company)
VS.) No. 9966.
Otto Klauss Auditor of State of State of Indiana.)

Be It Remembered, That on the 26th day of April 1918, the same being in Vacation of the Hendricks Circuit Court the Court sitting in Chambers, the above named plaintiff by counsel filed in the office of the Clerk of the HEndricks Circuit Court its petition herein for leave to pay certain taxes without prejudice, which petition is in the words and figures as follows, to-wit:(HEre Insert).

Attest: Ashbel P.W. Bridges Clerk.

Indianapolis Gas Company and Citizens Gas Company)
Vs.) No. 9967
Otto Klauss, Auditor of State of State of Indiana.)

Be It Remembered, That on the 26th day of April 1918, the sAme being in Vacation of the Hendricks Circuit Court the Court sitting in chambers, the above named plaintiff by counsel filed in the offiee of the Clerk of the Hendricks Circuit Court its petition herein for leave to pay certain taxes without prejudice, which petition is in the words and figures as follows, to-wit:(Here Insert).

Attest: Ashbel P.W. Bridges Clerk.

Citizens Gas Company of Indianapolis)
Vs.) No. 9968.
Otto Klauss Auditor of State of State of Indiana.)

Be It Remembered, That on the 26th day of April 1918, the same being in Vacation of the Hendricks Circuit Court the Court sitting in chambers, the above named plaintiff by counsel filed in the office of the Clerk of the Hendricks Circuit Court its petition herein for leave to pay certain taxes without prejudice, which petition is in the words and figures as follows,to-wit:(Here Insert).

Attest: Ashbel P.W. Bridges Clerk.

Vacation.

Merchants Heat & Light Company)
VS.) No. 9964.
Otto Klauss, Auditor of State of State of Indiana.)

Be it Remembered, That on the 26th day of April,1918 the same being in Vacation of the Hendricks Circuit Court the Court sitting in Chambers, the above named plaintiff by counsel filed in the office of the Clerk of the Hendricks Circuit Court its petition herein for leave to pay certain taxes without prejudice, which petition is in the words and figures as follows,to-wit: (Here Insert).

Attest: Ashbel P.W. Bridges Clerk.

Indianapolis Light & HEat Company)
VS.) No. 9965
Otto Klauss, Auditor of StAte of State of Indiana.)

Be It Remembered, That on the 26th day of April,1918, the same being in Vacation of the Hendricks Circuit Court the Court sitting in chambers, the above named plaintiff by counsel filed in the office of the Clerk of the Hendricks Circuit Court its petition herein for leave to pay certain taxes without prejudice, which petition is in the words and figures as follows,to-wit:(HEre Insert).

Attest: Ashbel P.W. Bridges Clerk.

Vacation.

Merchants Heat & Light Company)
VS.) No. 9964.
Otto Klauss, Auditor of State of State of Indiana.)

Be it Remembered, That on the 29th day of April,1918, the same being in vacation came the plaintiff by its attorneys and came the defendant by his attorney Ele Stansbury, Attorney General of the State of Indiana, U.S.Lesh,Deputy-Attorney General, Samuel Ashby, Frank C.Dailey, and Emsley W.Johnson, and the defendant pursuant to due notice to the plaintiff heretofore given, now files his motion to dissolve the temporary restraining order heretofore issued in this cause by the MArion Circuit Court, which motion to dissolve is in the words and figures as follows,to-wit:(Here Insert). And now files proof of service of notice of the filing of said motion,together with acknowledgement of service thereof, which said notice and motion are in the words and figures as follows,to-wit: (Here Insert) Which said motion on said notice, and by agreement of the parties, is now submitted to the Court,and the Court having read the complaint, and having heard the argument of counsel on both sides, and being fully advised in the premises, now sustains said motion to dissolve said restraining order, which said restraining order was and is in the words and figures as follows, to-wit:(Here Insert).

It is therefore ordered, adjudged and decreed by the Hon. George W.Brill, ex-officio Judge of said Court, in Chambers, that said restraining order be and the same is hereby dissolved and held for naught.

The petition heretofore filed by the plaintiff on the 26th day of April,1918, for leave to pay certain taxes without prejudice is now overruled by the Judge of said Court in vacation.

Geo W. Brill

Attest: Judge in Chambers.

Indianapolis Light & Heat Company)
VS.) No. 9965.
Otto Klauss, Auditor of State of State of Indiana.)

Be It Remembered, That on the 29th day of April 1918, the same being in vacation, came the plaintiff by its attorneys and came the defendant by his attorney Ele Stansbury, Attorney General of the State of Indiana, U.S.Lesh,Deputy-Attorney General, Samuel Ashby, Frank C.Dailey, and Emsley W.Johnson, and the defendant pursuant to due notice to the plaintiff heretofore given, now files his motion to dissolve the temporary restraining order heretofore issued in this cause by the Marion Circuit Court, which motion to dissolve is in the words and figures as follows,to-wit:(HEre Insert) And now files proof of service of notice of the filing of said motion, together with acknowledgement of service thereof, which said notice and motion are in the words and figures as follows, to-wit:(Here Insert)

Which said motion on said notice, and by agreement of the parties, is now submitted to the Court, and the Court having read the complaint, and having heard the argument of counsel on both sides, and being fully advised in the premises,now sustains said motion to dissolve said restraining order,which said restraining order was and is in the words and figures as follows,to-wit: (Here Insert).

It is therefore ordered,adjudged and decreed by the Hon. George W.Brill, ex-officio Judge of said Court,in Chambers, that said restraining order be and the same is hereby dissolved and held for naught.

The petition heretofore filed by the plaintiff on the 26th day of April, 1918, for leave to pay certain taxes without prejudice is now overruled by the Judge of said Court in Vacation.

Geo W Brill

Attest: Judge in Chambers.

Indianapolis Water Company)
)
Vs.) No. 9966.
)
Otto Klauss, Auditor of State of)
State of Indiana.)

Be It Remembered That on the 29th day of April 1918, the same being in vacation, came the plaintiff by its attorneys and came the defendant by his attorney Ele Stansbury, Attorney General of the State of Indiana, U.S.Lesh, Deputy-Attorney General, Samuel Ashby, Frank C.Dailey, and Emsley W.Johnson, and the defendant pursuant to due notice to the plaintiff heretofore given, now files his motion to dissolve the temporary restraining order heretofore issued in this cause by the Marion Circuit Court, which motion to dissolve is in the words and figures as follows, to-wit:(HEre Insert), And now files proof of service of notice of the filing of said motion, together with acknowledgment of service thereof, which said notice and motion are in the words and figures as follows, to-wit:(Here Insert). Which said motion on said notice, and by agreement of the parties, is now submitted to the Court, and the Court having readthe complaint, and having heard the argument of counsel on both sides, and being fully advised in the premises, now sustains said motion to dissolve said restraining order, which said restraining order was and is in the words and figures as follows, to-wit:(Here Insert).

It is therefore ordered,adjudged and decreed by the Hon. George W.Brill, ex-officio Judge of said Court, in Chambers, that said restraining order be and the same is hereby dissolved and held for naught.

The petition heretofore filed by the plaintiff on the 26th day of April, 1918, for leave to pay certain taxes without prejudice is now overruled by

the Judge of said Court in Vacation.

Geo W Brill

Attest: Judge in Chambers.

Indianapolis Gas Company and)
Citizens Gas Company.)
)
Vs.) No. 9967.
)
Otto Klauss Auditor of State of)
State of Indiana.)

Be It Remembered That on the 29th day of April,1918, the same being in vacation, came the plaintiff by its attorneys and came the defendant by his attorney Ele Stansbury, Attorney General of the State of Indiana, U.S.Lesh,Deputy-Attorney General, Samuel Ashby, Frank C.Dailey,and Emsley W.Johnson, and the defendant pursuant to due notice to the plaintiff heretofore given, now files his motion to dissolve the temporary restraining order heretofore issued in this cause by the Marion Circuit Court, which motion to dissolve is in the words and figures as follows,towit:(Here Insert). And now files proof of service of notice of the filing of said motion,together with adknowledgment of service thereof, which said notice and motion are in the words and figures as follows,to-wit: (Here Insert). Which said motion on said notice, and by agreement of the parties, is now submitted to the Court, and the Court having read the complaint, and having heard the argument of counsel on both sides, and being fully advised in the premises, now sustains said motion to dissolve said restraining order, which said restraining order was and is in the words and figures as follows, to-wit:(Here Insert).

it is therefore ordered,adjudged and decreed by the Hon. George W.BRill, ex-officio Judge of said Court,in Chambers, that said restraining order be and the same is hereby dissolved and held for naught.

The petition heretofore filed filed by the plaintiff on the 26th day of April,1918, for leave to pay certain taxes without prejudice is now overruled by the Judge of said Court in Vacation.

Geo W Brill

Attest: Judge in Chambers.

Citizens Gas Company of Indianapolis)
)
VS.) No. 9968.
)
Otto Klauss Auditor of State of)
State of Indiana.)

Be It Remembered That on the 29th day of April 1918, the same being in vacation, came the plaintiff by its attorneys and came the defendant by his attorney Ele Stansbury, Attorney General of the State of Indiana, U.S.Lesh,Deputy-Attorney General, Samuel Ashby,

Frank C.Dailey, and Emsley W.Johnson, and the defendant pursuant to due notice to the plaintiff heretofore given, now files his motion to dissolve the temporary restraining order heretofore issued in this cause by the Marion Circuit Court, which motion to dissolve is in the words and figures as follows, to-wit:(Here Insert). And now files proof of service of notice of the filing of said motion, together with adknowledgment of service thereof, which said notice and motion are in the words and figures as follows, to-wit:(HEre Insert). Which said motion on said notice, and by agreement of the parties, is now submitted to the Court, and the Court having read the complaint, and having heard the argument of counsel on both sides, and being fully advised in the premises, now sustains said motion to dissolve said restraining order,which said restraining order was and is in the words and figures as follows, to-wit:(Here Insert)

it is therefore ordered,adjudged and decreed by the Hon. George W. Brill,ex-officio Judge of said Court, in Chambers, that said restraining order be and the same is hereby dissolved and held for naught.

The petition heretofore filed by the plaintiff on the 26th day of April,1918, for leave to pay certain taxes without prejudice is now overruled by the Judge of said Court in Vacation.

Geo W Brill

Attest: Judge in Chambers.

Jessie P.McCoun)
VS.) No. 9906
Sylvanus D. Shipman, et al)

Be It Remembered, That on the 2nd day of May 1918, the same being in Vacation of the Hendricks Circuit Court the above named plaintiff by counsel filed in the office of the Clerk of the Hendricks Circuit Court a motion for a new trial, which motion is in the words and figures as follows,to-wit:(Here Insert).

Attest: Ashbel P.W. Bridges Clerk.

Rose Davidson)
VS.) NO. 9935
Lambert D. Tyler)

Be It Remembered, That on the 3rd day of May 1918, the same being in Vacation of the Hendricks Circuit Court the above named plaintiff by counsel filed in the office of the Clerk of the Hendricks Circuit Court a motion for a new trial, which motion is in the words and figures as follows, to-wit:(HEre Insert).

Attest: Ashbel P.W. Bridges Clerk.

Myrtle Burris)
Vs.) No. 10,040.
Ernest Burris)

Be It remembered, That on the 27th day of April 1918 the same being in Vacation of the Hendricks Circuit Court, the above named plaintiff by counsel filed in the office of the Clerk of the Hendricks Circuit Court a petition for a restraining order, which petition is as follows, to-wit:(HEre Insert).

Attest: Ashbel P.W. Bridges Clerk.

Monday Morning May 6th,1918.

Pleas and Proceedings had in the Hendricks Circuit Court within and for Hendricks County and State of Indiana at the May Term 1918, which Term of Court was begun and continued at the Court house in the Town of Danville, in the County and State aforesaid, commencing on Monday the 6th day of May 1918, that being the day fixed by law for holding said Term of said Court.

Pres. Hon. Geo. W.BRill,Judge
Carey W.Gaston,Prosecuting Atterney
Robert Hufford, Sheriff
Ashbel P.W.BRidges, Clerk.

State of Indiana)
Vs.) No. 5151
James Jones.)

Comes now the State of Indiana by Carey W.GAston,Prosecuting Atterney and moves the Court that a bench warrant be issued for the defendant herein James Jones, and the Court being fully advised and informed in the premises sustains said motion and thereupon THe Clerk issues the warrant accordingly. And comes now the Sheriff, as ordered by the Court, and brings into open Court the defendant under arrest, and on being arrainged for plea says he is not guilty.

And the Court now being fully advised in the premises finds that the defendant is guilty of the crime charged, namely: PEtit Larceny.

And now the Court takes the matter of fixing his punishment under advisement. And the Court fixes the Bond of the defendant in the sum of $100. and upon the failure of said defendant to furnish bond he is placed in the custody of the Sheriff awaiting the further action of the Court.

State of Indiana)
Vs.) No. 5152.
George Cummings,)
Earl Debbyns.)

Comes now the State of Indiana by Carey W.Gaston, Prosecuting Atterney and comes also the defendant Earl Debbys in his own proper person into Court and upon being arrianged for plea says that he is not guilty. And the Court fixes the Bond of the defendant Earl Debbyns in the sum of $500.00 and he is committed to the custody of the Sheriff pending procurement of bond.

Levi Howard)
VS.) No. 9858.
The Citizens National Bank of Greencastle,Indiana, et al.)

Come the parties by counsel and this cause is dismissed by the plaintiff the costs having been paid.

Limit Amusement Company)
Vs.) No. 10,046
John L. Partlow.)

Come the parties by counsel, and defendant files motion and memorandum tostrike out the complaint, which motion and memorandum are in the words and figures as follows,to-wit: (HEre Insert).

Flora Chambers)
Vs.) No. 10,048. Notice to Non-Residents.
Morton Green, et al)

Comes now the plaintiff in the above entitled cause by counsel and shows to the Court the complaint and affidavit of Non-Residence of certain defendants named therein, which complaint and affidavit are as follows, to-wit:(HEre Insert), and plaintiff asks the Court for an order to give notice to said defendants. It is therefore ordered that the Clerk give notice to the defendants named in the affidavit of Non-Residence by publication in the "Brownsburg Record", returnable on the 2nd day of September 1918, the same being the 1st day of the September Term of this Court, and this cause is continued.

State of Indiana)
Vs.) No. 5142.
J.G.Allen)
Mary Allen.)

Comes now the State of Indiana by Carey W.Gaston, Prosecuting Atterney and files motion to nollie this cause, and the Court being fully advised in the premises, sustains said motion and this cause is nollied.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo. W. Bill Judge.

Tuesday Morning May 7th,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W.BEill, Judge.

In the Matter of the)
Chester C.Hicks, et al,) No. 10,049.
Exparte Drain.)

Comes now the petitioners herein and it appearing to the Court by the indorsement on the petition that the docketing thereof was fixed for the 3rd day of September,1917, and it further appearing to the Court by the return of the Sheriff indorsed on the notices, which notices and return of the Sheriff indorsed thereon are in the words and figures as follows,to-wit:(H.I.) that of the persons named in the petition whose lands will be affected by said proposed drainage, DelmerHolley, Nancy Veatch, Pittsboro Corporation, Melville Phillips, Angeline Griffith, Mary E.Huddleston, Amelia M.Jordan and John A.Leak have been duly served with notice of the filing of said petition and the time for docketing the same more than 20 days before the 3rd day of September 1917; and it further appearing to the Court that of the land owners set out in said petition whose lands will be affected by said proposed drainage Oscar Parker, Jeannette GErton, Henrietta Parker and Emma Hooten are Non-residents of the County of Hendricks and that they have been duly served with notice by posting of notices and publications for more than 20 days before the 14th day of November,1917, the day fixed in said notices for the docketing of said petition, as appears by the proofs of publication by Julian D.Hogate, Editor and publisher of the Republican and by Alvin Hall Editor of the Danville Gazette, papers published in Hendricks County,Indiana, and the two papars representing the two political parties casting the largest number of votes at the last preceeding general election, and the affidavits of Chester C.Hicks and Edgar M.Blessing from which it appears that notices were posted at the Court House door in Danville, Indiana, and in three public places in Middle Township, the township in which the proposed drain is located, for more than 20 days before the said 14th day of November 1917, which notice and the prpofs of publication and posting are in the words and figures as follows, to-wit:(H.I.) and it further appearing to the Court that the post-office addresses could not be ascertained from the County Treasurer of Hendricks County,Indiana, and it further appearing to the Court that the remaining land owners whose lands will be affected by the proposed drainage, Agnes Selch, Fannie Williamson and John T.Waters, have filed their waiver of notice which waivers are in the words and figures as follows, (H.I.)

And now the Court having examined the petitioner's Bond now on file approves the same and finds that said petition should be docketed as an action pending in the Hendricks Circuit Court.

It is therefore ordered and adjudged by the Court that the said petition be, and the same is hereby docketed, and that the same be placed on the docket of this Court as an action and petition pending therein.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo. W. Bond Judge.

Wednesday Morning May 8th,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W.Brill, Judge.

Katie Bledsaw)
)
Vs.) No. 9989.
)
Frank S.Clark)

Come the parties by counsel, and the defendant files motion for a new trial, which motion is as follows, to-wit:(Here Insert), and the Court being fully advised overrules said motion, to which ruling of the Court the defendant objects and excepts.

And the defendant now prays an appeal to the ~~Appellate~~ Court of Indiana. Appeal granted, upon the filing of a Bond in the sum of $120.00 within 30 days with Otto E. Rafert and Ethel R. Cameron as surety, which surety is approved. Ninety days given to file all Bills of Exceptions.

Greencastle Savings & Loan Association.)
)
Vs.) No. 10,038.
)
Sarah E.Long, et al.)

Comes the defendant Sarah E.Long by counsel and files answer, which is in the words and figures following, to-wit:(HEre Insert).

Albert Gentry and)
Dora B. Gentry.)
)
Vs.) No. 10,052. Order for Publication.
)
Nicholas Osborn, et al.)

Comes now the plaintiffs and files their affidavit for Publication of notice to the defendant in the above entitled cause, and the Court having examined said affidavit finds that said defendants are Non-residents of the State of Indiana and that the residents of said defendants are unknown. It is therefore ordered by the Court that all of said defendants be given notice by publication in some newspaper of general circulation printed and published in Hendricks County,Indiana for three consecutive weeks, and this cause is continued.

Rholla Proffitt)
)
Vs.) No. 9960.
)
Verna E. Proffitt)

Come the parties in person and by their attorneys, and this cause being at issue is now called for trial and submitted to the Court for finding, judgment and decree and plaintiff files answer to cross-complaint, which answer is as follows,to-wit:(HEre Insert). And at the conclusion of plaintiffs evidance plaintiff asks leave to file amended affidavit as to residence of plaintiff, and the Court being fully advised and informed in the premises grants said leave and plaintiff files amended affidavit, which is as follows, to-wit:(HEre Insert).

And the evidence having been heard in part this cause is continued to 9 o'clock A.M. to-morrow.

W.C.Oakley, et al)
)
Ex-Parte Drain,) No. 10,053.
)

Come now the petitioners herein and it appearing to the Court by the indorsement on the petition that the docketing thereof was fixed for the 24th day of April 1918, and it appearing to the Court by the affidavits and proofs of service of notice, which are as follows, to-wit:(HEre Insert), that all the persons named in said petition whose lands will be affected by the said proposed drainage have been duly served with notice of the filing of said petition and the time for the docketing the same as provided by law in such cases and no objections being made or filed and the Bond of the petitioners now on file having been approved by the Court it is therefore ordered by the Court that said petition be, and the same if hereby docketed and it is ordered that the same be placed on the docket of this Court as an action and petition pending therein.

And further proceedings herein are continued.

Wednesday May 8th,1918 and the 3rd day of the May Term,1918.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo. W. Brill Judge.

Thursday Morning May 9th,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W.Brill, Judge.

State of Indiana)
)
Vs.) No. 5152.
)
George Cummings,)
Earl Dobbyns.

Comes the State of Indiana by Carey W.Gaston, Prosecuting Attorney and comes also the defendant George Cummings in his own proper person into open Court and on being arrainged for plea says he is not guilty as charged

And the Court fixes the bond of the defendant George Cummings in the sum of Five Hundred ($500.00) Dollars.

Rholla PRoffitt)
)
VS.) No. 9960.
)
Verna E.Proffitt)

Come again the parties in person and by their attorneys and the evidence and argument of counsel having been heard and concluded the Court now takes this cause under advisement.

George T.Miller)
)
Vs.) No. 10,024.
)
Lottie M.Duffey, et al.)

Come the parties by counsel and defendant Luke W.Duffey files verified motion for a change of venue from this County, which motion is in the words andfigures following, to-wit:(HEre Insert).

Kenney Machinery Company)
)
Vs.) No. 10,045
)
Thomas Baker, et al.)

Come the parties by counsel, and this cause is dismissed by the plaintiff, the costs having been paid.

Grace E.Carter)
)
Vs.) No. 8467
)
Charles B.Carter)

Come the parties by counsel and this cause is now called for trial and submitted to the Court for hearing. And the evidence having been heard and the Court being fully advised in the premises finds that the answer and return to the writ is sufficient to purge the defendant for contempt of Court.

Wade Millman)
)
Vs.)
) No. 9843. Judgt. Vs. Defts. James Johnson and
James Johnson,) Louella Johnson for $473.06 and costs.
Luella Johnson,)
Ethel E.Johnson,) J.D. 13 Page 102.
James M.Johnson,)
and Clarence E.)
Johnson.)

Comes now the plaintiff and it appearing to the satisfaction of the Court by notice and proof of publication herein which said notice and proof of publication is as follows, to-wit:(HEre Insert).

That the defendants have each been duly notified of the pendency of this action by three successive publications in the "Republican", a weekly newspaper of general circulation printed and published in the town of Danville, County of Hendricks, State of Indiana the last of which publication was made more than 21 days before the 4th day of September 1917, the same being the return date endorsed on plaintiffs complaint herein.

And now said defendants each being three times loudly called in open Court come not but herein wholly make default.

And it is now suggested to the Court that the defendants Ethel E.Johnson, James M. Johnson and Clarence E_Johnson are each minors under the age of 21 years and Edgar M. Blessing a practicing member of the Hendricks County bar is hereby appointed Guardian ad litem for said infant defendants and now said Guardian ad litem files answer in words and figures following, to-wit:(HEre Insert).

And now said plaintiff files his affidavit that neither of said defendants are in the Military or Naval service of the United States which affidavit is in words and figures following, to-wit:(Here Insert).

And this cause is now submitted to the Court for trial finding, judgment and decree upon the issues joined herein and the default of the defendants.

And the Court having heard the evidence and being fully advised and informed in the premises finds for the plaintiff and that the allegations of his complaint are true; The Court further finds that Stephen A.Johnson departed this life on the day of 1912 and left surviving his as his heirs and only heirs at law the above named defendants Luella Johnson his widow, Ethel E.Johnson, James M.Johnson and Clarence E.Johnson his children and the Court further finds that the note sued on herein has become lost that it was lost after maturity thereof and that the plaintiff has never assigned, endorsed

nor otherwise transferred said note but always has been and now is the owner thereof.

And the Court further finds that said mortgage was given to secure the payment of said note and that the mortgagors expressly agreed in said mortgage to pay said sum of money so secured and Attorneys fees without relief from valuation laws.

And the Court further finds that there is now due the plaintiffs from defendants upon said note and said mortggge sued upon in the complaint the sum of $402.06 as Principal and interest and the further sum of $43.00 as fee for services of plaintiffs attorneys all of which amount plaintiff is entitled to recover from said defendants together with the costs of this action.

The Court further finds that the said plaintiff has paid the taxes on said real estate for two years last past in the sum of $23.00 and that the buildings on said real estate have been insured by said plaintiff and that he has expended as Insurance Premium therefor the sum of $4.00 and that Int. is due thereon in sum of $1.00.

And the Court further finds that said sums are secured by a mortgage upon said real estate as set out in plaintiffs complaint and that plaintiff is entitled to have said mortgage foreclosed as against all of said defendants and to have said real estate sold.

It is therefore conisdered and adjudged by the Court that the plaintiff have and recover from said defendants James Johnson and Louella Johnson the said sum of $473.06 together with costs of this action and all accruing costs without relief from valuation or appraisement laws.

It is further considered adjudged and decreed by the Court that the equity of redemption of each and all of said defendants and of all persons claiming from under or through them in and to the real estate described in the complaint which real estate is situated in Hendricks County,State of Indiana and described as follows, to-wit:

Lots numbered Eight (8) and nine (9) and the undivided one-half (½) of lot numbered four and a part of Lot numbered three (3) in the town of Reno. Said part of Lot number three (3) described as follows, to-wit: BEginning at the South West corner of said Lot No. (3) three and running thence East two (2) feet and four (4) inches North bearing East to a point on the North line of said Lot which is 5 feet and 8 inches of the North West corner thereof thence West 5 feet and 8 inches to said North West corner and thence South to the place of beginning,

Be and the same is forever barred and foreclosed and that said described real estate and all the right,title and interest and claim of said defendants and each of them and of all persons claiming from under or through them shall be sold by the Sheriff of Hendricks County in the State of Indiana as other lands are sold on execution, said sale to be without any relief from valuation or appraisement laws.

The proceeds arising from said sale to be applied as follows, to-wit:

1st. To the payment of the costs and accruing costs herein.

2nd. To the payment of the amount found due plaintiff on the claim sued upon herein, being the amount of the judgment herein before rendered together with interest from this date.

3rd. The overplus if any there be to be paid by the Sheriff to the Clerk of this Court for the use of the party lawfully entitled and authorized to receive the same.

And it further appearing to the satisfaction of the Court that the mortgage premises herein are inadequate and are not of sufficient value to fully pay and satisfy the mortgage debt and that the mortgagor James Johnson is insolvent and has no other property subject to execution and that the estate of Stephen Johnson deceased one of the original mortgagors is also insolvent and there are no assetts belonging to said estate other than the mortgaged premises and that the said mortgaged premises are not occupied by the mortgagor James Johnson or by the heirs of the mortgagor Stephen Johnson and that said premises are not used by any of said defendants as a residence. It is therefore hereby ordered and decreed that Wade Millman be and he is hereby appointed receiver herein to collect, receive and hold until the further order of this Court all the rents and profits now due and unpaid and all the rents and profits if any heretofore collected by hims and all rents,profits and income to become due on said mortgage from now until the close of the year of redemption; It is further ordered that the tenant or tenants and any and all other persons occupying said mortgaged premises or any part thereof be and they are hereby directed to pay over to the receiver herein all rents of said mortgaged premises now due and unpaid or that may hereafter become due until the further order of this Court. All of which is now finally ordered adjudged and decreed by the Court and day is given.

Oliver S. Gowin)
VS.) No. 10,050. Order for Publication.
Cornelius Canine et al.)

Now at this time comes the plaintiff herein by Downard & Taylor his attorneys and files and presents to the Court for inspection, his complaint in this action, having attached thereto, the affidavits of James A.Downard, and said complaint bearing the endorsement of the plaintiff thereon fixing September 3rd 1918, the same being the second judicial day of the September TErm,1918, of this Court, as the time for the defendants in this action to appear herein, all being in the words and figures as follows, to-wit: (Here Insert).

And the Court having examined the complaint and the endorsement thereon, and the affidavits thereto attached, and being fully advised in the premises, finds that said cause of action is to quiet the plaintiff's title to real estate described in said complaint, against all of the defendants in this cause, and against the world.

And that diligent, full, and strict search and inquiry was made by the plaintiff and his attorneys herein to ascertain the names and place of residence of those of the defendants mentioned in said affidavit as being persons whose places of residence are

unknown and that those of the defendants mentioned in said affidavit as "Non-residents" are believed to be Non-residents of the State of Indiana.

Whereupon on motion of the plaintiff herein, the court orders,adjudges and decrees that notice o the pendency of this action and the term and date at which the same will stand for trial be given by the Clerk of this Court to said defendants herein, whose places of residence are not known and to those of the defendants herein who and non-residents of the State of Indiana, by publication in "The Republican", a weekly newspaper of general circulation printed and published in the town of Danville, in HEndricks County, State of Indiana, as prescribed by law for such notices in such cases.

Mary E. Gowin)
)
Vs.) No. 10,051. Order for Publication.
)
Cornelius Canine, et al.)

Now at this time comes the plaintiff herein by Downard & TAylor her attorneys and files and presents to the court for inspection, her complaint in this action, having attached thereto, the affidavits of James A.Downard, and said complaint bearing the endorsement of the plaintiff thereon,fixing September 3rd,1918, the same neing the second judicial day of the September TErm,1918, of this Court, as the time for the defendants in this action to appear herein, all being in words and figures as follows, to-wit:(HEre Insert)

And the Court having examined the complaint and the endorsement there on, and the affidavits thereto attached, and being fully advised in the premises, finds that said cause of action is to quiet the plaintiff's title to real estate described in said complaint, against all of the defendants in this cause, and against the world.

And that diligent,full and strict search and inquiry was made by the plaintiff and her attorneys herein to ascertain the names and places of residence of those of the defendants mentioned in said affidavit as being persons whose places of residence are unknown and that those of the defendants mentioned in said affidavit as "Non-residents" are believed to be Non-resident of the State of Indiana.

Whereupon on motion of the plaintiff herein, the court orders,adjudges and decrees that notice of the pendency of this action and the term and date at which the same will stand for trial be given by the Clerk of this Court to said defendants herein, whose places of residence are not known and to those of the defendants herein who are non-residents of the State of Indiana, by publication in "The Republican",a weekly newspaper of general circulation printed and published in the town of Danville,in HEndricks County, State of Indiana, as prescribed by law for such notice in such cases.

And the Court will order the Clerk of said Court to issue summons to the

Sheriff of Montgomery County in the State of Indiana for the defendants Laura E.Davis and Omer Davis her husband, Hattie May Beard and Morris E.Beard her husband and make said summons returnable on the second judicial day of the September Term of the Hendricks Circuit Court, the same being the 3rd day of September 1918, which day plaintiff hereby fixes as the day that said defendants and each and every one of them shall appear and answer said complaint.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo W. Buell Judge.

Friday Morning May 10th,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W.BRill, Judge.

The Ladoga Building Loan Fund & Savings Association.	)	
VS.	)	No. 10,032.
Simpson D. Jones, et al.	)	

Comes now Carey W.GAston, Prosecuting Attorney and moves the Court that an alias summons be issued the defendants herein Simpson D.Jones and Margaret M. Jones and the Court being fully advised sustains said motion and the Clerk now issues the summons accordingly.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo W Brill Judge.

Saturday Morning May 11th,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W.BRill, Judge.

Pearl Rogers)
)
Vs.) NO. 9958.
)
Ullen H.Rogers.)

Comes the parties by counsel and plaintiff files motion to strike out parts of second paragraph of answer, which motion is as follows, to-wit: (Here Insert), and plaintiff also files demurr to third paragraph of answer, which demurr is in the words and figures following, to-wit:(HEre Insert).

James A. Norwood, Admr. de bonus)
of Estate of Joseph Peggs,deceased.)
)
Vs.) No. 8638.
)
Craig, et al.)

Come the parties by counsel and defendants file motion to require Ray Clem Means & Bunting and E.M.Blessing to produce the authority by which they are authorized to appear for plaintiff, which motion is as follows,to-wit:(HEre Insert), and the Judge having been of counsel in this cause now assigns this cause to the Hon. John M.Rawley, Judge of the 13th Judicial Circuit of Indiana.

Rholla Proffitt)
)
VS.) No. 9960. Judgt. Vs. Plff. for $900.00 and costs.
) J.D. 13 Page 102 .
Verna E. Proffitt.) $12.00 on 21st of each month till child is six years
) of age and $20.00 on the 21st of each month thereafter
) until child is 18 years of age.

This cause now being at issue upon the complaint and cross-complaint herein and the same having been set for trial it is now submitted to the Court, for trial,finding,judgment and decree and the Court having heard the evidence, the argument of Counsil and being fully advised and informed in the premises finds for the defendant and against the plaintiff upon his complaint herein and that plaintiff is not entitled to a divorce from defendant and the Court further finds in favor of the defendant and cross-complainant upon her cross-complaint herein and that the allegations thereof are true and that she is

entitled to a divorce from said plaintiff and cross-defendant and the Court further finds that said cross-complainant is entitled to recover alimony from said plaintiff and cross-defendant in the sum of $900.00 and that said cross-complainant is a fit person to have the care and custody of their minor child Max Arthur Henry Proffitt.

It is therefore adjudged and decreed by the Court that the bonds of matrimony heretofore existing between said cross-complainant and cross-defendant be and the same are hereby dissolved and forever set at naught and said cross-complainant Verna E. Proffitt is hereby granted a divorce from said cross-defendant Rholla Proffitt and that she recover of and from said cross-defendant the sum of $900.00 alimony and costs of this action taxed at Dollars and cents. It is hereby further ordered and decreed by the Court that the said plaintiff and cross-defendant within 30 days from this date pay to the Clerk of the Hendricks Circuit Court the sum of $100.00 as attorneys fees for said cross-complainant's attorneys herein and it is further ordered that the custody and care of their said child Max Arthur Henry Proffitt is hereby given to said defendant and cross-complainant Verna E.Proffitt, said plaintiff and cross-defendant is further ordered by the Court to pay to the Clerk of the Hendricks Circuit Court beginning May 21st 1918 the sum of $12.00 for the support of their said child Max Arthur Henry Proffitt and that he continue to pay on the 21st day of each succeeding month the sum of $12.00 until said child becomes six years of age, and that after said child becomes six years of age said plaintiff and cross-defendant Rholla Proffitt shall pay to the Clerk of the Hendricks Circuit Court on the 21st day of each month the sum of $20.00 for the care and support of said child until he arrives at the age of 18 years and until further order of the Court.

And Court adjourned until 9 oclock A.M. Monday May 13th,1918.

Record read and signed in open Court.

Geo. W. Brill Judge.

Monday Morning May 13th,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W.Brill, Judge.

Horace C.Stilwell)
)
VS.) No. 10,056.
)
Henry F.Campbell, et al)

Come the parties by counsel and plaintiff files demurrer to defendant's second paragraph of answer to plaintiffs amended first,second,third and fourth paragraph of complaint, which demurr is in the words and figures following,to-wit:(Here Insert).

William Burk)
)
Vs.)
) No. 9909. Judgt. Vs. Deft. for $300.00 and costs.
The Pittsburgh,Cincinnati,Chicago)
& St. Louis Ry. Company.) J.D. 13 Page 102 .
)

Come the parties by counsel, and by agreement of the parties the plaintiff herein recovers from the defendant Company herein the sum of $300.00 and costs.

It is therefore ordered and adjudged by the Court that the plaintiff herein recover of and from the defendant Company herein the sum of $300.00 together with his costs and charges herein laid out and expended taxed at $___And___cents.

Marie Griswold Holy, et al)
)
VS.)
) No. 9997.
Algernon Griswold,)
Nancy J. Griswold.)

Comes now the plaintiff by counsel and files proof of publication of Non-residents Notice herein, which notice and proof of publication thereof are in words and figures following,to-wit:(Here Insert). And the Court having examined said notice and proof of publication thereof finds that said notice was duly and legally given and that said defendants were duly notified of the pendency of this action by three weekly publications in a weekly newspaper published in HEndricks County,State of Indiana, for thirty days previous to the date fixed by the plaintiffs by endorsement upon their complaint, which date was also fixed in said notice as the date upon which said defendants should appear and answer plaintiffs complaint herein. And said defendants not appearing upon said date

nor upon any date subsequent thereto, upon motion of said plaintiffs said defendants are now each three times loudly called in open Court but come not and herein wholly make default, and this cause is continued.

Clara Wills)
)
VS.) No. 10,035.
)
John R. Wills.)

Come the parties by counsel, and this cause is now dismissed by the plaintiff, and plaintiff files motion to retax the costs of this action, which motion is in the words and figures as follows, to-wit:(Here Insert).And the costs in this cause are now paid.

Winfield C.Palin, No. 9977.
Plaintiff.
Judgt. Vs. Plff. for Costs.
VS.
J.D. 13 Page 103.
Perry Taylor, Samuel Sheets,
Lucy Taylor,his wife, Edith Sheets,his wife.
David Taylor, Bertie W. Ragan,
David B.Taylor, Dollie Ragan.
Andrew J.Sheets,
Mary A.Sheets, his wife,
Perry C.TAylor,
Lucy A.Taylor, his wife,
And the following Non-Resident Defendants.
James A.Webb, Sr.
James Austin Webb, Sr.
James Austin Webb, Sen.
Charles Fleece,
Mary Fleece,
William H. HEdge,
Anderson Hedge,
Nathan Watter,,
Nathan Watters,
Joseph Waters,
Juliann Waters,
Julia Waters,
Edmond Hadley,
Sarah Ann Hadley,
Sarah A.HAdley,
Robert S.Ragan,
Sally Ragan,
Catharine W.Ragan,
Lucy J.Ragan,
Reuben J.Ragan,
P.E.Ragan,
Phebe C.Ragan,
Thompson Ragan,
Daniel Stagg,
James Sallust,
Edmund R.Hadley,
Owen Hocker,
Ella Sacre,
Margarete Sacre,
Phoebe E.Ragan,

Sarah W.Sheets,
Ruban J. Ragan,
Robert Ragan,
Joseph Ragan,
Emily A.Ragan,
Lucy J.Ragan,
BErtie W.Ragan,
Elizabeth Ragan,
Reuban F.Ragan,
Sarah A.HAdley,
Sarah Ann Hadley,
Jordan Denny,
Joseph W.Robbins,
Malinda Robbins,
John Sheets,
MAry Ragan,
Mary Taylor,
Mary C.TAylor,
Emily A.Ragan,
Ellen F.Ragan,
Mary M.Ragan,
Sarah Ragan,
Charles Sacre.

And the unknown wife, husband, widow, widower, heirs;representatives, devisees, legatees,administrators, receivers, lessees, successors and assigns of each and all of the Non-resident defendants above named; and the unknown children,descendants,surviving spouses, the creditors and each and all of the privies in blood or estate of all such named Non-resident defendants; and all persons claiming by, through or under each and all of the above named defendants and persons respectively, whose names and identity are to plaintiff unknown, the true christian names of which above designated defendants not named by a Christian name are to plaintiff unknown.

And all persons and corporations, whether known by a different name than above designated, or otherwise, who assert or might assert any title,claim or interest in or lien upon the real estate described in the complaint in this action, by, through or under any of the defendants to this action named, described and designated in said complaint, the names and identity of all of whom are unknown to plaintiff.
Defendants.

DECREE.

Comes now the plaintiff, by Chase Harding,his attorney and files proof of publication of notice to the Non-resident defendants in this cause and shows to the satisfaction of the Court that each and all of the Non-resident and unknown defendants named,described and designated in the complaint in this cause except Lucy Ragan have been duly and legally notified of the filing and pendency of this action and of the time and place where the same would stand for hearing and trial, by publication of notice thereof as provided by law in "The Danville Gazette", a weekly newspaper of general circulation printed in the English language and published in the Town of Danville, Hendricks County, Indiana, which notice was so published for more than thirty days before the 30th day of March,1918, the day fixed by plaintiff's endorsement on the complaint herein for the hearing of this cause, the last publication of which notice was in the issue of such paper of February 14-1918, which notice and the proof of publication thereof are in the words and figures following, to-wit:(HEre Insert).

And it appearing from the summons issued herein upon all the resident defendants and the returns of Sheriffs thereon, that such resident defendants to-wit:David Taylor, Samuel Sheets, Edith Sheets, his wife; BErtie W.Ragan and Dollie Ragan, his wife; Perry C.Taylor and Lucy Taylor,his wife, have all been duly served with process in this cause, notifying them of the filing of this action and of the day set for the hearing thereof, all of which summons are shown to have been served more than ten days before the return days named therein and more than ten days before the 30th day of March,1918; and which said summons and the returns of the Sheriffs thereon are in the words and

figures following, to wit:(HEre Insert).

And Andrew J.Sheets and Mary A.Sheets, his wife now file their disclaimer herein, and the same reads in the words and figures following, towit(Here Insert). And it appearing that Perry TAylor named as defendant is the same person as Perry C.TAylor, and thatLucy Taylor is the same person as Lucy A. Taylor, and that Lucy Ragan is the same person as Lucy J.Ragan, and that David B.TAylor is the same person as David Taylor, on motion of plaintiff this cause is dismissed as to Perry Taylor, Lucy TAylor, David B. Taylor and Lucy Ragan; but is not dismissed as to the defendants Perry C.Taylor, Lucy A. Taylor, Lucy J.Ragan and David TAylor,defendants herein.

And it appearing to the Court that the defendant David Taylor is a person of unsound mind and now confined in the Central Hospital for the Insane at Indianapolis,Indiana, and that he has no legally qualified guardian, the Court now appoints Jas. W.Nichols, a qualified practising attorney of this bar as Guardian ad litem for said David Taylor, and said Jas.W.Nichols now in open Court accepts such appointmant, and files herein his answer for said David Taylor, which reads in the words and figures following, to-wit:(HEre Insert).

And it appearing to the Court that said notices and the publication and the proof thereof, and that said summons and the service and the returns of the Sheriffs thereon, are each and all in proper form and in accordance with the statutes in such cases made and provided; and there being no appearance for or on behalf of any of the defendants to this action except Andrew J. Sheets and Mary A.Sheets,his wife, and David Taylor, on motion of plaintiff all of said defendants except Andrew J.Sheets and Mary A.Sheets his wife and David Taylor are each and severally three times openly and audibly called in open Court, but come not but each herein wholly make default.

And now on motion of plaintiff this cause is submitted to the Court for trial without the intervention of a jury, and thereupon the trial of this cause commences, proceeds and is concluded.

And the Court having heard all the evidence adduced and being fully advised in the premises now finds for the plaintiff; that all of the allegations of his complaint are true; that plaintiff is the owner in fee simple, and in possession of and entitled to the possession of all the real estate described in said complaint; that each and all of the defendants herein claim some interest in or title to said real estate adverse to said plaintiff; that all of said claims are wholly without right and unfounded, and that plaintiff is entitled to have his title to said real estate quieted and set at rest as against all of said claims.

It is therefore,ordered,adjudged and decreed by the Court that plaintiff is the owner in fee simple of the real estate in Hendricks County,State of Indiana, described in said complaint, to-wit:

The South Half (½) of the North East quarter(¼) of the South West Quarter (¼), and the South Half (½)of the North West Quarter (¼) of the South East Quarter (¼) of Section Seventeen (17) in Township Sixteen (16) North of

Range Two (2) West, containing Forty (40) acres, more or less.

That the claims of the defendants and each of them are wholly without right and unfounded, null and void, and that plaintiff's title to said real estate be and the same is hereby quieted and forever set at rest, as against said defendants and each of them, and against all persons or corporations claiming by, under or through any of said defendants and said defendants and all persons or corporations claiming by, under or through them or any of them are hereby enjoined and forever restrained from setting up or claiming any title to or interest in or lien upon said real estate adverse to the title thereto of said plaintiff.

It is further adjudged and decreed that the plaintiff pay all costs in this action taxed at $_____.

Monday May 13th,1918 and the 7th day of the May Term,1918.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo W Bill Judge.

Tuesday May 14th,1918 and the 8th day of the May Term,1918.

Tuesday Morning May 14th,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W.BRill, Judge.

Stella E. Phipps,)
)
VS.) No. 10,060 Notice to Non-residents.
Jesse Edwards, et al.)
)

Comes now the plaintiff, Stella E.Phipps, and files her duly verified complaint herein to quiet title to certain real estate owned by her as follows, towit:(Here Insert), and showing therein that certain of the defendants, to-wit: Jesse Edwards, Mary Edwards, Luvana Edwards, Reuel F.Swain, Elizabeth West, the Dundee Mortgage and Trust Investment Co., Limited, of Dundee Scotland, are not residents of the State of Indiana, and she now asks that a Non-resident notice be issued for said named defendants.

It is therefore ordered by the Court that the Clerk of this Court issue notice to said named defendants, have the same published in "The Republican", a public weekly news-paper of general circulation, printed in the English language, and published in the Town of Danville, Hendricks County,Indiana; that said notice be made returnable on the 8th day of July A.D. 1918, the same being the 55th Judicial day of the May Term,1918, of this Court.

And further proceedings herein are continued.

Mary F.Shuler)
)
Vs.) No. 9866.
)
Solomon Scotten.)

Come the parties by counsel, and Charles Shuler Administrator of the Estate of Mary F.Shuler, deceased, files motion asking to be substituted for plaintiff in this action, which motion is as follows,to-wit:(HEre Insert), And Administrator also files his verified motion and reasons for a change of venue from this County, which motion and reasons are in the words and figures following,to-wit:(Here Insert).

Della Lanagan)
)
Vs.) No. 9981.
)
Indianapolis Traction & Ter. Company.)

Come the parties by counsel and plaintiff files motion and reasons for a change of venue from the County, which motion and reasons are as follows, to-wit:(Here Insert).

Tuesday May 14th,1918 and the 8th day of the May Term,1918.

And Court adjourned until 9 oclock A.M. to-morrow

Record read and signed in open Court.

Geo. W. Bill Judge.

Wednesday May 15th,1918 and the 9th day of the May Term,1918.

Wednesday Morning May 15th,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W.BRill, Judge.

Mary F.Shuler)
)
VS.) No. 9866.
Solomon Scotten)

Come the parties by counsel and the Court being duly advised, sustains the motion heretofore filed by the plaintiff for a change of venue of this cause from this County, and sends the same to the Putnam Circuit Court of Putnam County,Indiana.

It is therefore considered and adjudged by the Court that the venue of this cause be, and the same is hereby changed to the Putnam Circuit Court of Putnam County,Indiana.

And ten days given to perfect said change of venue.

Della Lanagan)
)
VS.) No. 9981.
)
Indianapolis Traction & TEr. Company)

Come the parties by counsel, and the Court being duly advised, sustains the motion heretofore filed by the plaintiff for a change of venue of this cause from this County, and sends the same to the Morgan Circuit Court of Morgan County,Indiana.

It is therefore considered and adjudged by the Court that the venue of this cause be, and the same is hereby changed to the Morgan Circuit Court of Morgan County,Indiana.

And ten days are given in which to perfect said change of venue.

Cora Pierce)
)
VS.) No . 10,001.
)
Indianapolis Traction & Ter. Company.)

Come the parties by counsel and the Court orders all depositions on file published, and this cause being at issue is called for trial and the Sheriff as ordered by the Court brings in the jurors of the jury,to-wit: Paul Christie, H.C.Grooms, Martin Christie, J.W.Figg, James Clark, Geo. Proctor, Marsh Hess, J.F.Underwood Sr., Oliver McCoun, J .K.Little, W.T.Hoadley, and C.E. Baker, twelve good and lawful men householders and freeholders o Hendricks County,Indiana and legal voters therein who are duly and legally empaneled and sworn in open Court to well and truly try the issues joined in this cause and a true verdict give according to law and the evidence adduced. And the Counsel now agress to a continuance of this cause until the September Term,1918, of this Court and the Jury and Court reporter having been present to try this case, their fees are ordered taxed to Marion County.

Wednesday May 15th,1918 and the 9th day of the May Term,1918.

John H. Christian)
)
VS.) No.9999
)
Indianapolis Traction & Ter. Company.)

Come the parties by counsel and by agreement this cause is continued.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo. W. Brill Judge.

Thursday May 16th,1918 and the 10thday of the May Term,1918.

Thursday Morning May 16th,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W.Brill, Judge.

Daniel V. Richardson)
)
Vs.) No. 9886.
)
Joseph Ferree.)

Come the parties by counsel and this cause is continued by agreement.

Mattie VanCleve)
)
VS.) No. 9941.
)
John VanCleve)

Comes now the plaintiff in the above entitled cause by counsel and dismisses complaint and by permission of the Court withdraws papers from files, and the costs are taxed against plaintiff, which costs are now paid.

Boulevard Cement Block Company)
)
VS.) NO. 9931.
)
Patrina Bruno, et al.)

Come the parties and this cause having been set for trial on this date and the plaintiff failing to appear is now three times loudly called in open Court but comes not and herein wholly makes default, and this cause is dismissed for want of prosecution and the Court Reporter having been ordered to be present at this time to take the evidence in this case her fee is ordered taxed to Marion County.

Thursday May 16th,1918 and the 10th day of the May Term,1918.

Melvina E.Phillips, et al)
)
VS.) No. 9859.
)
Roy J.Phillips, et al)

Comes now Cleo L.Hunt, Commissioner in this cause to sell real estate, and files his financial report in words and figures following, to-wit:-

"State of Indiana,
SS: In the Hendricks Circuit Court, May Term,1918.
Hendricks County,

Melvina E.Phillips, Clarence B.Phillips,)
Permelia Phillips, Iva J. Bell, Charles H.Bell,)
Susie Smith, James Smith, Ruth Smith, Riley Smith,)
) Commissioner's
VS.) Financial Report.
Roy J.Phillips, Hiram Phillips, Edgar Tharp,)
Delta Phillips, Forrest Johnson, Rhoda Johnson,)

Comes now Cleo L.Hunt,Commissioner heretofore appointed to make sale of the real estate ordered sold under these proceedings and reports to the Court as follows:-

That he is chargeable with amount of Sale, viz: $20,000.00.

That he claims credits as follows:

1. Ashbel P.W.BRidges, Clerk,court costs,----------$54.60
2. Hunter Bank, war revenue stamps for deed,------- 20.00
3. Cofer & Dougan, legal service,---------- 150.00
4. Jas.W.Nichols, Abstract work,---------- 20.10
5. I claim for my services,---------- 249.00

Total credits,--------- $494.10

RECAPITULATION.

Total charges, $20,000.00
Total credits, 494.10
Balance, $19,505.90

Which said balance I have distributed among the parties according to their respective interests as follows:

1. To Melvina E.Phillips, the 7/21 thereof, or----------$6501.96
2. To Clarence B.Phillips, the 2/21 thereof, or-------- 1857.70
3. To Iva J.Bell, the 2/21 thereof, or---------- 1857.71
4. To Melvina Phillips, Guardian of Alta Phillips,----- 1857.71
5. To Ruth Smith, the 2/21 thereof, or---------- 1857.71
6. To Roy J.Phillips, the 2/21 thereof, or ---------- 1857.70
7. To Susie Smith, the 2/21, less $618.00 due the Hunter Bank, mortgage on her interest,---------- 1239.71
8. To Hunter Bank,part of share of Susie Smith,-------- 618.00
9. To Forrest H.Johnson, the 2/21 thereof, less the sum of $442.00 due Edgar Tharp,mortgagee,---------- 1415.70
10. To Edgar Tharp, part of share of Forrest H.Johnson,-- 442.00

Total $19,505.90;

And file their several receipts here with.

Thursday May 16th,1918 and the 10th day of the May Term,1918.

This Commissioner would further show to the Court that he fully accounted for all sums coming into his hands as such Commissioner and asks that this his financial report be approved and that he be fully and finally discharged from his bond and trust herein.

Cleo L.Hunt

Subscribed and sworn to before me this the 15th day of May 1918.

(SEal) Zimri E.Dougan Notary Public.
My Com. ex. July 8th,1921.

And the Court having examined said report and been fully advised in the premises it is now ordered that said report and the doings of said Commissioner as shown by said report be and they are hereby in all things approved and that said Commissioner be discharged from his bond and trust herein.

Thursday May 16th,1918 and the 10th day of the May Term,1918.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo. W. Bill Judge.

Friday May 17th,1918 and the 11th day of the May Term,1918.

Friday Morning May 17th,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W.BRill, Judge.

Benjamin V.Craig)
)
VS.) No.9951.
)
Hal B.Sheetz)

Come the parties by counsel and by agreement this cause is continued.

Friday May 17th 1918 and the 11th day of the May Term,1918.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo. W. Brill Judge.

Saturday May 18th,1918 and the 12th day of the May Term,1918.

Saturday Morning May 18th,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W.Brill, Judge.

Martha W.Kreigh,Admx.)
VS.) No. 10,029.
Indianapolis, Traction & TErminal Company.)

Come the parties by counsel and defendant files second paragraph of answer to plaintiff's second paragraph of complaint, which answer is in the words and figures following, to-wit:(HEre Insert). And plaintiff is ruled to reply.

Saturday May 18th,1918 and the 12th day of the May Term,1918.

And Court adjourned until 9 oclock A.M. Monday May 20th,1918.

Record read and signed in open Court.

Geo. W. Brill Judge.

Monday May 20th,1918 and the 13th day of the May Term,1918.

Monday Morning May 20th,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W.Brill, Judge.

Wallace T.Jessup)
VS.) No. 10,023 Judgt. Vs. Plff. for Costs.
Logan Peterson, et al.)
J.D. 13 Page 103.

Comes now the plaintiff herein by Chas. V.Sears, his attorney, and shows to the Court by the summons issued herein and the Sheriffs return endorsed thereon that the defendant Logan Peterson was duly notified of the filing and pendency of this cause for more than ten days before the 13th day of April 1918, the same being the 36th judicial day of the March Term,1918, of this court, the same being the date fixed by endorsement on the complaint herein and in said summons as the return day of said summons, said summons and return being in words and figures as follows,to-wit:(H.I.) and said Logann Peterson failing to appear is now by order of the Court in open Court three times loudly called but comes not and herein wholly makes default.

And now the Non-resident notice and proof of publication of the same is shown to the Court, which said notice and proof of publication are in words and figures as follows, to-wit:(H.I.) from which it appears to the satisfaction of the Court that the following defendants, to-wit:

Harriet PEterson, Louisa Peterson, Charles Baker, Louisa Whitworth, Harriet Whitworth,

Eli Hadley and Margaret Hadley, his wife,

The unknown widow, heirs,devisees, legatees,administrators,executors, assigns and legal representatives of Eli Hadley,deceased.

The unknown widower, heirs, devisees, legatees,administrators, executors, assigns and legal representatives of Margaret Hadley,deceased.

Thomas Lockhart and Polly Lockhart, his wife,

The unknown widow, heirs, devisees, legatees, administrators,executors, assigns and legal representatives of Thomas Lockhart,deceased.

The unknown widower, heirs, devisees, legatees, administrators, executors,assigns and legal representatives of Polly Lockhart,deceased.

The unknwon widow, heirs,devisees, legatees, administrators, executors, assigns and legal representatives of Peter Demoss,deceased.

The unknown widow, heirs,devisees, legatees, administrators,executors, assigns and legal representatives of Ezra Cox,deceased.

The unknwon widower, heirs,devisees,legatees,administrators,executors,assigns and legal representatives of Susanah Cox,deceased.

The unknown widow, heirs ,devisees,legatees,administrators,executors, assigns and legal representatives of Samuel P.Jessup,deceased.

Robert Tomlinson.

The unknown widow, heirs,devisees, legatees,administrators,executors,assigns and legal representatives of Robert Tomlinson,deceased.

Caleb Carson and Delila Carson,his wife,

The unknown widow, heirs,devisees, legatees,administrators,executors, assigns and legal representatives of Caleb Carson,deceased.

The unknown widower, heirs,devisees, legatees,administrators,executors, assigns and legal representatives of Delila Carson,deceased,

were each and all duly notified of the filing and pendency of this cause by three successive weekly publications in "The Republican" a weekly newspaper of general circulation throughout Hendricks County,State of Indiana, printed and published in the town of Danville, Hendricks County,State of Indiana, the last of which publications was more than thirty days before the 18th day of May,1918, the same being the 12th judicial day of the May Term,1918, of the Hendricks Circuit Court, that being the day fixed by the plaintiff by endorsement on the complaint herein and by the Clerk of this Court as the return day for this cause on which the defendants were to appear and answer or demur to the complaint herein pursuant to an order for notice by publication of this Court, and each and every one of said above named defendants failing to appear and answer or demur to plaintiff's said complaint are each by order of the Court in open Court now three times loudly called but come not and each herein wholly makes default.

And it appearing to the Court from the summons and the Sheriff's return thereon, which said summons and return are in words and figures as follows, to-wit:(H.I.) that the defendants Jane Everett and James Everett were duly notified of the filing and pendency of this cause for more than ten days before the 13th day of April 1918, the same being the 36th judicial day of the March Term,1918, of this court, and being the date fixed by endorsement on the complaint herein and in said summons as the return day of said summons. And said defendants Jane Everett and James Everett appeared in this court on said 13th day of April 1918, and filed their waiver and disclaimer herein disclaiming any interest in said real estate, which said disclaimer is in words and figures as follows, to-wit:(H.I.).

And comes now the plaintiff and files his affidavit to the effect that none of the defendants in this cause are in the United States Military or Naval Service as he is informed and believes, which said affidavit is in words and figures as follows,to-wit:(H.I.)

And this cause being at issue and coming on for trial is submitted to the Court without the intervention of a jury, and the Court having examined the complaint and heard the evidence and being sufficiently advised and informed in the premises finds that the allegations of plaintiff's complaint are true; that the defendant Polly R.PEterson was dead before the filing of this cause; that the plaintiff herein is now the owner in fee simple of the following described real estate in Hendricks County,State of Indiana, and in possession thereof,to-wit:

A part of the Northwest Quarter of the Northwest quarter of Section 20, a part of the Northeast quarter of the Northeast quarter of section 19 and a part of the Southeast quarter of the Southeast quarter of Section 18, all in

Township 14 North Range 2 East, and bounded as follows: Beginning at a point 5.32 rods West of the North east corner of said Section 19 and running thence East 45.32 rods; thence South with the Section bearing 23.92 rods; thence West with the Section bearing 77.43 rods; thence North 29 degrees East 29 rods and to the North line of said Section 19; thence East on said line 1.22 rods; thence North 5¼ degrees East 7.5. rods; thence North 50 degrees East 8 rods; thence North 4¾ degrees West 5.91 rods; thence North 69½ degrees East 8.68 rods; thence South 6 degrees East 20.02 rods to the place of beginning, estimated to contain 12 acres more or less.

And the Court further finds that none of the defendants in this cuase are in the Military or Naval Service of the United States.

And the Court further finds that the claims of the above named defendants and each of them are each and all without any right, whatever and unfounded and that the said defendants and each of them have no estate, right, title or interest whatever in or to said real estate and premises, or any part of said real estate herein above described.

Wherefore it is finally ordered, adjudged and decreed by the Court that the title of the Plaintiff, Wallace T.Jessup, in and to the above described real estate, be, and the same is, hereby quieted and forever set at rest as against the claim or claims of the defendants and each and every one of them, or of any person or persons claiming by, under or through them, or any one or more of them, and as against the world, and that they and each and every one of them be debarred and forever estppped from asserting any right, title or interest or claim in or to said described real estate or any part thereof.

It is further ordered by the Court that the costs of this suit be paid by the Administrator of the Estate of Polly Buckner,deceased, out of the purchase price received for said real estate.

All of which is finally ordered, adjudged and decreed by the Court.

Boulevard Cement Block Co.)
)
VS.) No. 9931. Costs for trial of cause on change of Venue.
)
Patrina Bruno, et al.)

State of Indiana, Hendricks County, SS:

I, Geo. W.Brill, Judge of the 55th Judicial Circuit of Indiana, and Judge of the Hendricks Circuit Court of said State, in which the above and foregoing case was tried, adjudicated and disposed of having this day examined the foregoing account in favor of the County of Hendicks and against the County of Marion in said State, and having heard record and other evidence touching the same, and being advised as to the law in reference thereto;

It is by me ordered and adjudged that said account is in all things correct, and the account thereof, towit: Twelve Dollars and Fifty Cents, in the case of Boulevard Cement Block Co. VS. Patrina Bruno, et al is now audited and allowed as a just and proper claim in favor of said County of Hendricks and against said County of Marion in said State, and the Auditor of said County of Hendricks is hereby ordered and directed to issue his

warrant upon the Treasurer of said County of Marion in said State, in favor of said County of Hendricks and this shall be his sufficient voucher and authority for so doing.

Geo. W.BRill

Judge 55th Judicial Circuit of Indiana.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo W Brill Judge.

Tuesday Morning May 21st,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W.Brill, JUdge.

Clara Wills)
)
VS.) No. 10,063 Restraining Order.
)
John R. Wills)

Comes now the plaintiff by her counsel and moves the Court for a temporary restraining order enjoining and restraining the defendant from selling, removing or otherwise disposing of any of the following described personal property owned by said defendant, to-wit: Three head of horses, 3 cows and one calf, 1 sow and 5 pigs and farming implements and household and kitchen furniture, cash on hands and in the bank; that said defendant is threatening to dispose of said property and will dispose of said property and get the same beyond the jurisdiction of this court unless he is enjoined and restrained from so doing, when he receives information that this plaintiff has instituted this suit for a divorce, and the court having read and examined said verified complaint filed by the plaintiff and having heard the evidence in this case and being sufficiently advised finds for the plaintiff; that she is entitled to the restraining order prayed for in said complaint and that said defendant should be enjoined and restrained from selling, removing or in any manner disposing of any of the aforesaid described property until the further order of this Court.

It is therefore adjudged and decreed by the Court that the defendant be and he is hereby enjoined and restrained from disposing of any of the aforesaid described property until the further order of this Court.

It is further ordered that a certified copy of this restraining order under the seal of the Clerk of this Court in the hands of the Sheriff of HEndricks County and served upon said defendant by said Sheriff, be sufficient notice of the filing and allowance of this restraining order and the Court now fixes the 25th day of May 1918, and the Court room in the Court house in the City of Danville, Indiana, as the time and place, when and where said restraining order will be heard and when said defendant can be heard as to said restraining order.

Geo. W.BRill

Judge Hendricks Circuit Court.

Rusha E.Ragland)
)
VS.) No. 10,064 Divorce. Restraining Order.
)
Edward V.Ragland)

Comes now the plaintiff in the above entitled cause and files her verified complaint, herein praying among other things, for a restraining order against said defendant, and which said verified complaint is in the words and figures following, to-wit:(H.I.).

And this proceeding being now submitted to the Court on said verified complaint on such application for restraining order, and the Court being duly advised in the premises finds for the plaintiff, and finds that plaintiff is entitled to a restraining order against the said defendant as therein prayed for.

It is therefore ordered, adjudged and decreed by the Court, that said defendant, Edward V.Ragland be, and he is hereby restrained from entering upon Lot nine (9), Block One(1), Matlock's Addition to the Town of Danville, Indiana (the residence property of plaintiff herein) except for the purpose of removing his personal belongings therefrom, and from in any way molesting or interfereing with the plaintiff, Rusha E. Ragland,or Sybil Ragland, or Christine Ragland, children of plaintiff and defendant, all until the further order of this Court; and to appear in Court , Friday May 24th 1918, at 1 o'clock P.M. for hearing on this restraining order.

It is further ordered that there issue to the Sheriff of said County a certified copy of this order, and that he be, and he is, hereby directed to serve the same forthwith and make due return thereof.

Geo. W.BRill

Judge Hendricks Circuit Court,

Dated this 21st day of May,1918.

Charles S.Morgan)
)
VS.) No. 9575. Judgt. VS. Plff. for costs.
)
Frank Zimmerman) J.D. 13 Page 103 .

Come the parties by counsel and this cause is dismissed by plaintiff and the papers are withdrawn from the files, and the costs are taxed against the plaintiff.

Ordered by the Court that the plaintiff pay the costs of this action taxed at $____ and ____Cents.

Martha W. Kreigh, Admx.)
)
VS.) No. 10,029.
)
Indianapolis Traction & TErminal)
Company.)

Come the parties by counsel, and by agreement this cause is continued.

Tuesday May 21st 1918 and the 14th day of the May Term,1918.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo. W. Self Judge.

Wednesday Morning May 22nd,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W.Brill, Judge.

Merritt A.Gregory, Trustee, etc.)
)
VS.) No. 10,025
)
David C.Johnson, et al.) Judgt. Vs. Plff. for costs.

J.D. 13 Page 103 .

Come now the parties herein and now the Township Trustee pays to David C. Johnson and Notie M.Johnson the amount of the appraisement herein to-wit: $235.00 and said named parties accept said sum and do now receipt the record for said amount and execute a deed to Franklin School Township,Hendricks County,Indiana, for Lot 5 in the Town of Stilesville,Indiana, and deliver said deed to the Trustee of said Township as evidence of title to said real estate, and now the court finds that said acts should be approved.

It is therefore ordered that the sale of real estate herein be approved by the Court and that the costs herein be taxed to Franklin School Township, Hendricks County,Ind., and taxed at $_____Dollars and _____cants, and this cause is at an end.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo. W. Brill Judge.

Thursday Morming May 23rd,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W.Brill, Judge,

Elizabeth MEtzler)
VS.) No. 9934. Judgt. Vs. Plff. for costs
Indianapolis Traction & TEr. Co.) J.D. 13 Page 104.

Come the parties by counsel and plaintiff files her written dismissal of this cause, which is in the words and figures as follows,to-wit:(HEre Insert), and the costs are taxed against the plaintiff.

Ordered by the Court that the plaintiff pay the costs of this action taxed at $___and___cents.

Louisa Merz)
VS.) No. 10,018 Judgt. Vs. Plff for costs
Indianapolis Traction & Ter. Co.) J.D. 13 Page 104.

Come the parties by counsel and plaintiff files her written dismissal of this cause, which is in the words and figures following,to-wit:(Here Inser and the costs are taxed against the plaintiff.

Ordered by the Court that the plaintiff pay the costs of this action, taxed at $___and___cents.

Ernest Burris)
VS.) No. 10,039 Judgt. Vs. Plff. for costs.
Myrtle Burris) J.D. 13 Page 105.

Come the parties by counsel and plaintiff files his written dusmissal of this cause, which is in the words and figures as follows, to-wit:(Here Insert), and the costs are taxed against the plaintiff.

Ordered by the Court that the plaintiff pay the costs of this action, taxed at $___and ___cents.

Myrtle Burris)
VS.) No. 10,040 Judgt. Vs. Plff for costs. J.D. 13 page 105.
Ernest Burris)

Come the parties by counsel and plaintiff dismisses this cause, the costs taxed against the plaintiff.

Ordered by the Court that the plaintiff pay the costs of this action taxed at $___ and___cents.

State of Indiana)
Vs.) No. 5152.
George Cummings,)
Earl Dobbyns.)

Come the parties by counsel and defendant files affidavit and motion for a change of venue from the County, which affidavit and motion are as follows, to-wit:(Here Insert), And the Court being fully advised in the premises overrules said motion for a change of venue from this County.

KEnneth Haur,doing Business as)
The Howard System)
VS.) No. 9980
Charles W. McDaniel, et al)

Come the parties and defendant files answer in two paragraphs, which answer is in the words and figures following, to-wit:(HEre Insert).

Alpha Robinson)
VS.) No. 9987.
Louise Lange Robinson,)
et al. .)

Come the parties by counsel and this cause being at issue is now called for trial, and the Sheriff as ordered by the Court brings into open Court the Jurors of the jury, to-wit: H.C.Grooms, Martin Christie, J.W.Figg, James Clark, Geo. Proctor, Marsh. Hess, J.F.Underwood, Sr., Oliver McCoun, J.K.Little, W.T.Hoadley, C.E.Baker, and Chas. Sacre twelve good and lawful men householders and freeholders of Hendricks County,Indiana and legal voters therein, who are duly and legally empaneled and sworn in open Court to well and truly try the issues joined in this cause and a true verdict give according to law and the evidence adduced. And now by agreement of the parties this cause is continued. And the jury being present to try this case and there being no other case for this day the

fees of the Jury and Court Reporter are ordered taxed to Marion County,Indiana.

Ersie M. Walter,)
Lura Donald Walter, and)
Edith McCraw.)
VS.) NO. 10,015 Foreclosure of Mortgage.
Oscar Coleman,)
Anna Coleman,)
Homer Coleman, and)
Samuel B.Ensminger.)

Judgt. Vs. Defts. Oscar Coleman, Homer Coleman and Anna Coleman for $1134.00 and costs in favor of Plffs; and also for $144.48 in favor of Deft. Samuel B. Ensminger.

J.D. 13 Page 105.

Come now the plaintiffs by Solon A.Enloe,their attorney, and present to the Court and file proof of service on the defendant Anna Coleman, by publication in the "HEndricks County Republican", a newspaper of general circulation, printed in the English language, and published at Danville, Hendricks County, Indiana, from which notice and the affidavit of Julian D.Hogate,Editor and Publisher of said paper, in proof of the publication thereof, it appears that said notice was published for three successive weeks, the first publication thereof being on the 21 day of March 1918, and the last publication thereof being on the 4th day of April,1918, and more than 30 days before the return day of the same as fixed by the order of this Court, which said notice and proof of publication thereof, are in the words and figures following,(H.I.):

And it appearing from the Sheriff's return on the summons issued herein that the defendants Oscar Coleman and Homer Coleman were each duly served with process of summons in this cause more than ten days before the return day as fixed herein, which said summons and said sheriff's return thereon, of service, are in the words and figures following, to-wit(H.I.), and the said defendants Oscar Coleman, Homer Coleman, and Anna Coleman,each failing to appear are now, on motion of the plaintiffs, each three times audibly called in open Court, but come not, and herein wholly make default.

And also now comes the defendant Samuel B.Ensminger, and files his answer, herein, which said answer is in the words and figures following, (H.I.)

And this cause being now submitted to the Court for trial, finding and decree, and the Court having heard the evidence and seen and inspected the documentary proof offered in this cause does now say and find,-that it has jurisdiction of the parties and of the subject matter of this suit, and that the allegations of the plaintiffs, in their complaint herein are true, and that there is due the plaintiffs, from the defendants,Oscar Coleman, Homer Coleman, and Anna Coleman, on the note sued on herein in the complaint, the sum of One Thousand and Eighty ($1080) Dollars, and the further sum of Fifty Four ($54.00) Dollars, as fees for services of plaintiffs attorney, and which sum plaintiff is entitled to recover from defendants Oscar Coleman, Homer Coleman

and Anna Coleman, together with the costs of this action, all without relief from valuation and appraisement laws; and the Court further finds that said sums are secured by a mortgage upon the real estate described in plaintiffs complaint, and that plaintiffs are entitled to have said mortgage foreclosed as against all of said defendants, and said real estate sold.

The Court further finds that the defendants Oscar Coleman, Homer Coleman and Anna Coleman are indebted to the defendant Samuel B.Ensminger in the sum of One Hundred thirty-two and 48/100 Dollars, and the further sum of Twelve Dollars for fees for services rendered by the attorneys for said Ensminger herein, and that said sums are also secured by a mortgage on the premises described in plaintiffs complaint, but that said mortgage lien of said Ensminger is junior to and inferior to the lien of the said plaintiffs herein.

The Court further finds that the said mortgaged premises are meager and scant security, and will in all probability not sell for a sum sufficient to pay and satisfy said mortgage indebtedness hereinbefore found, and the costs of this suit, and that the said defendants Oscar Coleman, Homer Coleman, and Anna Coleman are insolvent, and thata Receiver should be appointed to take charge of said property, rent the same, and collect the rents and profits thereof during the pendency of this suit, and until the time of expiration of the right of redemption thereto.

It is ~~therefore~~ considered and adjudged by the Court that the plaintiffs have and recover of and from the defendants Oscar Coleman,Homer Coleman, and Anna Coleman, the sum of Eleven Hundred Thirty-four ($1134.00) Dollars, for their demand, together with the costs of this suit and all accruing costs, without relief from valuation and appraisement laws,- and that the defendant Samuel B.Ensminger recover of and from the defendants Oscar Coleman,Homer Coleman and Anna Coleman the sum of One Hundred forty-four and 48/100 ($144.48) Dollars, all without relief from valuation and appraisement laws.

it is further considered, adjudged and decreed by the Court, that the equity of redemption of the defendants, Oscar Coleman,Homer Coleman,Anna Coleman and Samuel B. Ensminger, and of all persons claiming by,through,or under them, in and to the real estate described in the complaint, lying and being in the County of Hendricks and State of Indiana and described as follows, to-wit: A part of the East half of the Southeast quarter of Section 27, Township 15 North, Range 1 East and bounded as follows, towit:- Beginning at a point on the East line of Depot Street, in the Town of Plainfield, which point is North 3½ degrees East, 68 feet from a corner which is North 86½ degrees East, 50 feet from the Southeast corner of Lot 12, Block 21, Carter's Addition to the Town of Plainfield, And running thence North 86½ degrees East, 120 feet,- thence North 3½ degrees West, 68 feet, thence South 86½ degrees West, 120 feet,- thence South 3½ degrees East, with said East line of said Street, 68 feet, to the place of beginning;- also,beginning 3½ degrees West of, 68 feet from a corner which is North 86½ degrees East, 135 feet from a point on the East line of Depot Street, and running thence North 86½ degrees East 120 feet,- thence North 3½ degrees West, 68 feet,-thence South 86½ degrees West 120 feet, thence South,3½ degrees East, 68 feet to the place of beginning;- also,beginning North 86½degrees East, 135 feet from a point on the East line of Depot Street, which point is North, 86½ degrees East, 50 feet from the Southeast corner of Lot 12, Block 21,in Carter's Addition to the town of Plainfield,Indiana, and running thence North 86½ degrees

East,120 feet,- thence North 3½ degrees West,68 feet,-thence South 86½degrees West, 120 feet,-thence South 3½ degrees East, 68 feet to place of beginning,- be, and the same is forever barred and foreclosed, and said described real estate and all the right,title and interest of the said defendants above named, and of all persons claiming by, through or under them or either of them, shall be sold by the Sheriff of Hendricks County,Indiana as other lands are sold on execution, the sale to be without relief from valuation or appraisement laws.

The proceeds of said sale to be applied as follows:-

First:- To the payment of costs and accruing costs herein,-

Second:- To the payment of the amount found due the plaintiffs on the note sued on herein, being the amount of the judgment hereinbefore rendered, together with interest from this date,-

Third:- To the defendant Samuel B.Ensminger, the amount hereinbefore found to be due him on his note secured by second mortgage on said premises, with interest thereon from this date, if sufficient funds shall come into his hands as proceeds of the sale of said lands, for that purpose,-

Fourth:- The overplus, if any, to be paid to the Clerk of this Court, for the use of the parties entitled thereto.

In the evant said mortgaged premises shall fail to sell for a sum sufficient to pay and satisfy said judgments, principal,interest and costs, the residue of which judgments so remaining unpaid shall be made out of the goods and chattels, lands and tenements of the defendants,Oscar Coleman, Homer Coleman, and Anna Coleman, subject to execution, and the sale thereof to be without relief from valuation and appraisement laws.

It is further ordered adjudged and decreed by the Court, that Guy G. Cumberworth, be and he is hereby appointed as receiver of said property during the pendency of this suit, and until the time of redemption from any sale made hereunder shall have expired,-and said receiver shall first qualify by making his bond to the State of Indiana, as such Receiver in the sum of Two Hundred Fifty ($250.00)Dollars, with surety to be approved by the Court, he shall then take charge of said property, and rent the same and collect the rentals thereof, care for said property, and upon the expiration of the period of redemption from the sale thereof, make report of his doings herein as such receiver, and bring all moneys in his hands into Court, and abide the orders of the Court in that behalf.

It is further ordered that the tenant or tenants of said property,and all other persons occupying said property or any part thereof,be,and they are hereby directed to pay over to the Receiver herein all rents now due or that may hereafter become due,until the further order of this Court,and the said defendants Oscar Coleman,Homer Coleman and Anna Coleman,are each hereby ordere and required to turn over the control of said real estate to the receiver herein appointed.

It is further ordered that a certified copy of this decree,under the hand and seal of the Clerk of this Court,shall be sufficient warrant of authority

to the Sheriff of Hendricks County,Indiana, to sell said lands.

All of which is finally ordered,adjudged and decreed by the Court.

Thursday May 23rd,1918 and the 16th day of the May Term,1918.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo. W. Brill Judge.

Friday May 24th,1918 and the 17th day of the May Term,1918.

Friday Morning May 24th,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W.BRill, Judge.

Kenneth Haur,doing Business as The Howard System.
VS.
Charles W.McDaniel,et al. — No. 9980

Come the parties by counsel and on motion of plaintiff this cause is continued at costs of plaintiff.

Rusha E.Ragland
VS.
Edward V.Ragland. — No. 10,064

Come the parties by counsel and by agreement of parties the temporary restraining order issued in this cause is continued in full force and effect until the hearing of the complaint for divorce or until the further order of the Court.

First National Bank, Danville, Indiana.
VS.
William S. Stephenson. — No. 10,057 Judgt. Vs. Deft. for $52.50 and costs. J.D. 13 Page 105.

Comes now the plaintiff First National Bank,Danville,Ind. by its attorneys, Cofer and Dougan and it appearing to the Court by the summons and the return of the Sheriff indorsed thereon, which summons and return are in the following words:to-wit:(HEre Insert), that the defendant William S. Stephenson had been served with process more than ten days before the day said summons was made returnable, as required by indorsement of plaintiff. And plaintiff files the affidavit of Thomas J.Cofer showing that said defendant is not at this time in the Military Service of the United States or her Allies. And now said defendant is three times loudly called in open Court, but comes not, and herein wholly makes default.

And the Court having heard the evidence and being fully advised in the premises, finds for the plaintiff and that it is entitled to recover of and from the defendant upon the note sued on and described in the complaint the sum of Fifty-two Dollars and fifty cents without relief from valuation and appraisement laws. It is therefore considered and adjudged by the Court that the plaintiff recover from the defendant the sum of Fifty-two Dollars and fifty cents and the cost of this action taxed at $_____.

Friday May 24th,1918 and the 17th day of the May Term,1918.

Greencastle Savings &
Loan Association.

VS.) No. 10,038

Sarah E.Long, et al.

Comes the plaintiff by counsel and files amended complaint, which is in the words and figures following, to-wit:(HEre Insert). And George Easley is made a party defendant in this cause, and by order of the Court the Clerk now issues the summons accordingly,making the same returnable on the 6th day of June,1918.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo. W. Brill Judge

Saturday May 25th,1918 and the 18th day of the May Term,1918

Saturday Morning May 25th,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W.Brill, Judge.

Benjamin F.Nieman

VS.

William H.Wheeler, et al) No. 10,009. Judgt. VS. Plff. for costs.
doing business as Wheeler Dressed
Beef Company. J.D. 13 Page 106.

Come the parties by counsel and plaintiff files written motion to dismiss this cause of action, which motion is in the words and figures as follows, to-wit:(HEre Insert) And the Court being fully advised sustains said motion and this cause is dismissed,without prejudice, the costs taxed to the plaintiff.

Ordered by the Court that the plaintiff pay the costs of this action taxed at $___ and ___cents.

State of Indiana, on Relation
of German Fire Insurance Co., et al

VS.) No. 10,031.

Lorenz Schmidt.

Come the parties by counsel and defendant is ruled to answer.

Clara Wills

VS.) No. 10,063

John R.Wills

Come the parties by counsel and by agreement the restraining order heretofore issued is continued as to the real estate until final hearing upon the application for divorce and dissolved as to personalty, until the further order of the Court.

Saturday May 25th,1918 and the 18th day of the May Term,1918.

And Court adjourned until 9 oclock A.M. Monday May 27th,1918.

Record read and signed in open Court.

Geo. W. Brill Judge.

Monday May 27th,1918 and the 19th day of the May Term,1918.

Monday Morning May 27th,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W.Brill, Judge.

State of Indiana)
)
Vs.) No. 5147. Judgt. Vs. Deft. for
) Fine $1.00 and costs.
Virgil Campbell.)
J.D. 13 Page 106.

Comes now the State of Indiana by Carey W.Gaston, Prosecuting Attorney and comes also the defendant Virgil Campbell in his own proper person and by E.M.Blessing his attorney and this cause is now called for trial, and the State moves for a separation of witnesses and the court orders separation of witnesses and instructs them as to their duties during the taking of testimony. And now the Sheriff as ordered by the Court brings into open Court the jurors of the jury, to-wit: Lawrence Fox, H.C.Grooms, Martin Christie James Clark, Marsh. Hess, J.F.Underwood,Jr., Oliver McCoun, J.K.Little, Chas.Sacre, G.W. Scearce, R.M.Shirley, and C.E.Baker, twelve good and lawful men householders and freeholders of Hendricks County,Indiana and legal voters therein who are duly and legally empaneled and sworn in open COurt to well and truly try the issues joined in this cause and a true verdict give according to law and the evidence adduced. And the evidence and argument of counsel having been heard and concluded the Court instructs the jury in writing and in writing only giving of his own motion instructions numbered 1 to 5 both inclusive, to the giving of which the defendant at the time objects and excepts. And now the Jury after hearing the instructions of the Court retires to its room in charge of a sworn bailiff to deliberate upon a verdict.

And after due deliberation said jury return into open Court and present the following verdict:

"The State of Indiana)
)
VS.) No. 5147.
)
Virgil Campbell) VERDICT.

We, the jury find the defendant guilty of assault and battery as charged in the affidavit, and fix as his punishment that he be fined in the sum of $1.00.

Geo. W.Scearce. Foreman.

And the Court now renders judgment on the foregoing verdict as follows:

It is therefore ordered and adjudged by the Court that the defendant pay a fine in the sum of $1.00 and the costs of this action taxed at $___and___cents, and that he stand committed to the custody of the Sheriff of Hendricks County,Indiana until the same is paid or replevied. All of which is hereby ordered and adjudged by the Court.

State of Indiana)
)
Vs.) No. 5144.
)
Fred Fox)

Comes now the State of Indiana by Carey W.Gaston, Prosecuting Attorney and files a motion to Nollie Pros this cause of action and the Court being fully advised and informed in the premises sustains said motion and this cause is Nol Prosed.

Arthur A.Steiner)
)
VS.) No. 10,002
)
Everson Prebster and)
Ella Prebster.)

Come the parties by counsel and E.D.Steiner files petition to be made a party defendant in this cause, which petition is as follows, to-wit:(HEre Insert), and the Court being fully advised in the premises sustains said motion and E.D.Steiner is made a partydefendant and now defendant E.D.Steiner files separate answer in two paragraphs, which answer is in the words and figures following, to-wit:(HEre Insert).

Will Perkins)
)
VS.) No. 10,014.
)
Tom Shroyer)

Comes the parties by counsel and plaintiff files amended complaint, which is in the words and figures following, to-wit:(Here Insert).

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

G.W.Brill Judge.

Tuesday May 28th,1918 and the 20th day of the May Term,1918.

Tuesday Morning May 28th,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W.Brill, Judge.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo W Brill Judge.

Wednesday Morning May 29th,1918 and the 21st day of the May Term,1918.

Wednesday Morning May 29th,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W.Brill, Judge.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo W Brill Judge.

DECORATION DAY.

Friday Morning May 31st,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W.Brill, Judge.

Pauline W. Walther)
VS.)
Oswald Walther,) No. 9848. Order for Re-Appraisement
Railroadmen's Building and)
Savings Association,)
Lula M. Cook,)
Christian Goett)

Comes now said Commissioner and files the following veriffied petition (H.I.) averring that by reason of the appraisement thereof being too high he has been unable to make sale of the real estate in said petition described and heretofore in this proceeding ordered sold, for its full appraised value, and asking a re-appraisement thereof.

And the Court having examined said petition, and being sufficiently advised, finds that the averrments thereof are true, and that in the interests of all the parties in said entitled cause, said real estate should be re-appraised, and for the purpose of making such appraisements now appoints James E.BErry and Sumner Clancy, two reputable and disinterested householders of the neighborhood where said real estate is situate, who, before proceeding to the discharge of their duties, shall take and subscribe an oath to honestly appraise said real estate at its fair cash value.

And upon said re-appraisement being so made and filed the same shall take the place of the original appraisement and said commissioner shall proceed to the sale of said real estate under the former order of this Court.

COUNTY BOARD OF EQUALIZATION:

I, George W.Brill, Judge of the Hendricks Circuit Court by the authority of the statute of the State of Indiana do now appoint C.L.Thompson of Center Township and Terry O'Donnell of Center Township, two competent resident freeholders of said County as members of the County Board of Equalization for the year 1918. Said Board to be in session on Monday June 3rd,1918,and as required by law thereafter.

Geo. W.Brill, Judge of the Hendricks Circuit Court.

Ansel Edrington, et al)
VS.) No. 9971.
Sarah E. DeBard, et al.)

Come the parties by counsel and this cause is dismissed, the costs having been paid.

The Ladoga Building Loan Fund & Savings Association.

VS.

Simpson D. Jones, Margaret M. Jones, Home Lumber Co., Edgar M. Blessing.

No. 10,032. Suit to Foreclose Mortgage.

Decree.

Judgt. VS. Deft.Simpson D.Jones in favor of Plff. for $2379.66 and costs; also for $281.20 favor of Deft.Home Lumber Co.;also $20.00 and costs favor of Edgar M.Blessing.

J.D. 13 Page 106.

Comes now the plaintiff by its attorney, Robert W.Marks and shows to the satisfaction of the Court by the summons herein and the return of the Sheriff endorsed thereon, that the defendants, Simpson D.Jones, Margaret M.Jones and Home Lumber Co. have each been served with process more than ten days prior to the 24th day of May 1918, being the day fixed by the Court for the return of the alias summons issued in this cause,which said summons and the return of the Sheriff thereon are in words and figures following, to-wit:(Here Insert).

Comes now the defendant,Home Lumber Co., by its attorneys,Hume and Gaston and files answer to the plaintiff's complaint which answer is in words and figures following,to-wit:(HEre Insert).

Comes now Edgar M.Blessing and files an answer to plaintiffs complaint which answer is in words and figures following, to-wit:(H.I.).

And there being no appearance for and on behalf of the defendants,Simpson D.Jones and Margaret M. Jones, the plaintiff now files an affidavit showing that said defendants are not in the military service, which affidavit is in words and figures following, to-wit:(Here Insert), and on motion of the plaintiff and the defendant Home Lumber Co., the defendants,Simpson D.Jones and Margaret M.Jones, are each three times openly and audibly called in open Court, and come not but herein make default.

And now on motion of the plaintiff this cause is now submitted to the Court for trial without the intervention of a jury, and there on the trial of this cause commences, proceeds and is concluded.

And the Court having heard the evidence and being sufficiently advised in the premises finds for the plaintiff; that the allegations of the plaintiff' complaint are true; that there is due the plaintiff from the defendant,Simpson D.Jones, the sum of Twenty-two Hundred Seventy-nine and 66/100 Dollars ($2279.66) principal and interest and the further sum of One Hundred Dollars ($100.00) as fees for services of plaintiff's attorney, making a total of Twenty-three Hundred Seventy-nine and 66/100 Dollars ($2379.66), which this plaintiff is entitled to recover from said defendant, Simpson D.Jones,together with its costs in this action, all without relief from valuation and appraisement laws.

The Court finds that said sum is secured by a mortgage upon the real estate described in plaintiff's complaint and that said mortgage is a first lien upon said real estate for the amount due the plaintiff and that said plaintiff is entitled to have said mortgage foreclosed and have said real estate and the interest of all the defendants in said real estate sold to

satisfy the plaintiff's claim and debt.

The Court further finds that the defendant, Home Lumber Co. holds a judgment against the defendant, Simpson D.Jones, in the sum of Two Hundred Sixty-eight and 37/100 Dollars ($268.37) with costs and accrued interest as shown in Order Book 44 page 540, and Judgment Docket 13, page 91, and that said judgment is a lien on said real estate junior and subsequent to the lien of this plaintiff's mortgage. That the defendant Edgar M.Blessing holds a judgment against the defendant Simpson D.Jones in the sum of $20.00 which is a lien on said real estate, junior and subsequent to the lien of the plaintiff and the Home Lumber Co.

The Court further finds that said real estate and premises are not occupied by the defendants, Simpson D.Jones and Margaret M.Jones,but are leased to Dr. Reagan; that it is expressly agreed and stipulated in said mortgage that the plaintiff should have possession and control of said real estate and premises pending the foreclosure of said mortgage and until the obligations secured by said mortgage are fully paid and satisfied; that said real estate is not worth the amount of plaintiff's mortgage and the judgments of the defendant Home Lumber Co.

It is therefore considered and adjudged by the Court that the plaintiff have and recover from the defendant, Simpson D.Jones,the sum of Twenty-three Hundred Seventy-nine and 66/100 Dollars ($2379.66) together with its costs in this action, all without relief from valuation and appraisement laws.That the defendant Home Lumber Co. recover from the defendant Simpson D.Jones the sum of $281.20 and that the defendant Edgar M.Blessing recover from the defendant Simpson D.Jones $20.00 and costs.

It is further ordered and decreed by the Court that the equity of redemption of each and all the defendants herein, and all persons claiming from, under or through them or either of them in and to the real estate described in plaintiff's complaint lying and being in Hendricks County,State of Indiana, to-wit:

Lot numbered Four (4) in Block Ten (10) in the Original Town of Danville, Indiana. be and the same is forever barred and foreclosed, and the real estate and all the right title and interest of each and all of said defendants and all persons claiming from,under or through them or either of them in and to the same or so much thereof as may be necessary for that purpose shall be sold by the Sheriff of Hendricks County,Indiana, as other lands are sold on execution, the sale to be without relief from valuation and appraisement laws.

The proceeds arising from said sale to be applied as follows:

First: To the payment of costs and accruing costs herein.

Second: To the Payment of the amount found due the plaintiff on the claim sued on herein, being the amount of the judgment hereinbefore entered,together with interest from this date.

Third: To the payment of the amount found due the defendant,Home Lumber Co. on its judgment,with costs and accrued interest.

Fourth: The overplus if any there be shall be paid by the Sheriff to the Clerk of this Court for the use of the parties lawfully entitled and authorized to receive the same.

It is further ordered and decreed by the Court that the Plaintiff,The Ladoga Building Loan Fund and Savings Association, be given possession and control of said real estate and premises during the year of redemption and that it collect all rents and apply the same in the payment of taxes and in the same order and manner as the preceeds of the

sale of said real estate are applied as above decreed.

All of which is finallly adjudged and decreed by this Court.

Clara Wills)
)
Vs.) No. 10,063.
)
John R.Wills)

Comes now the plaintiff by counsel and files her application for temporary allowance and suit money, which application is in the words and figures as follows, to-wit:(Here Insert).

State of Indiana)
)
Vs.)
) No. 5152.
George Cummings,)
Earl Dobbyns.)

Comes now the State of Indiana by Carey W.Gaston, Prosecuting Attorney, assisted by John T.Hume and comes also the defendants George Cummings and Earl Dobbyns by their attorneys Z.E.Dougan and E.M.Blessing and the State announces that it is ready for trial and the defendants being present in Court announce they are ready for trial. And the Sheriff as ordered by the Court brings into open Court the Jurors of the Jury who are sworn to answer questions as to their competency to try this case, to-wit:M.D.Trotter, Obe Ramsey, J.H. Winnings, Lawrence Fox, E.L.Burns, John Masten, James Coble, Alonzo Buis, W.C.Wilcox, Dennis Chambers, Chas. C.Garner, and C.C.Bosstick,twelve good and lawful men householders and freeholders of Hendricks County,Indiana, and legal voters therein who are duly and legally empaneled and sworn in open Court to well and truly try the issues joined in this cause and a true verdict give according to law and the evidence adduced. And the defendant George Cummings moves the Court for a separate trial, and the Court being fully advised in the premises overrules said motion, to which ruling of the Court the defendant objects and excepts. And the evidance having been heard in part this cause is continued to 9 oclock A.M. to-morrow.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo.W.Bell Judge.

Saturday Morning June 1st,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W.Brill, Judge.

State of Indiana)
)
Vs.) No. 5152.
)
George Cummings,)
Earl Dobbyns.)

Comes again the State of Indiana by Carey W.Gaston,Prosecuting Attorney and comes also the defendants in person and by their attorneys and the Sheriff as ordered by the Court brings again into open Court the jurors of the jury, heretofore empaneled for the trial of this cause, and the evidance and argument of counsel having been heard and concluded the Court instructs the Jury in writing and in writing only giving instructions numbered 1,2,3,4,5,6,7,8,9,and 10 both inclusive, to the giving of which each of the defendants at the time object and except. And the Jury having heard the instructions of the Court retires to its room in charge of a sworn bailiff to deliberate upon a verdict and after due deliberation said jury returns again into open Court and present the following verdict:

"The State of Indiana)
)
VS.) No. 5152
)
George Cummings)
Earl Dobbyns.) VERDICT.

We the Jury find the defendants George Cummings and Earl Dobbyns guilty of petit larceny as charged in the affidavit and fix as their punishment that they be imprisoned in Indiana State Farm for the period of Six Months, and that they each be fined in the sum of One Cent, and that they each be disfranchised and rendered incapable of holding any office of trust or profit for the period of One Day.

Chester C. Bosstick Foreman.

And by order of the Court the defendants are placed into the custody of the Sheriff until 9 oclock A.M. Monday June 3rd,1918.

State of Indiana)
)
VS.) No. 5151. Judgt. VS. Deft. to Serve 90 days in
) Indiana State Farm, Fined One Cent
James Jones.) Disfranchised One Day.
J.D. 13 Page 107.

Comes now the State of Indiana by Carey W.Gaston,Prosecuting Attorney,and comes also the defendant James Jones into open Court in his own proper person,

and upon his plea of guilty heretofore entered the Court finds him guilty of the crime charged, Namely: PEtit Larceny.

And the Court fixes as his punishment that he serve 90 days in the Indiana State Farm; that he pay a fine in the sum of One Cent, and that he be disfranchised and rendered incapable of holding any office of trust or profft for One Day.

It is therefore considered and adjudged by the court that the defendant herein James Jones be sentenced to the Indiana State Farm for a period of 90 days and pay a fine in the sum of One Cent and be disfranchised and rendered incapable of holding any office of trust for a period of One Day.

And now the Court suspends the sentence herein so long as the defendant James Jones behaves well, and the Sheriff is now ordered to discharge defendant from custody,which is now done accordingly.

Harriet Grave)
)
VS.) No. 9985
)
Indianapolis Traction &)
TErminal Company.)

Come the parties by counsel and by agreement this cause is continued.

Rholla Proffitt)
)
VS.) No. 9960
)
Verna E. Proffitt)

Comes now the plaintiff by counsel and files his motion and reasons for a new trial, which motion and reasons are in the words and figures following, towit:(HEre Insert).

Greencastle Savings and Loan)
Association)
)
VS.) No. 10,038.
)
Sarah E.Long, et al.)

Comes now defendant Arthur Pierson,Guardian, by counsel and files his answer and cross-complaint, which are as follows, to-wit:(Here Insert). And the Court now orders summons issued to the Sheriff of Hendricks County,Indiana, for Harry D.Long,George W. Long and George E.Easley, the same being returnable the 15th day of June 1918, and the Clerk now issues the summons accordingly.

W.C.Oakley, et al)
Drain-Ex Parte.) NO. 10,053.

Come now the parties herein and it appearing to the Court that no remonstrance has been filed herein and further that more than 20 days have elapsed, exclusive of Sundays, since the docketing of the petition herein,and the Court finding that the petition herein is in due form,does now find that the matters herein in said petition contained should be referred to the drainage commissioners for their report, and that a third drainage commissioner should be appointed to act with the drainage commissioners already appointed and qualified

It is therefore ordered by the Court that the said petition for the said proposed drain be, and the same is hereby referred to the drainage commissioners,James W.HAynes and J.P.Johnson,CountySurveyor; it is further ordered by the Court that Wallace Erganbright,a reputable and disinterested householder of Eel River Township,Hendricks County,Indiana, said Eel River Township being the township in said County through which said proposed drain is to pass, be and he is hereby appointed as a third drainage commissioner herein to act with said drainage commissioners of said County on the above entitled petition; it is ordered that said Wallace Erganbright shall take an oath as required by law that he will faithfully and honestly perform his duties herein before entering thereon.

It is further ordered by the Court that all of said drainage commissioners meet on Wednesday,June 5th,1918, at the hour of 9 o'clock A.M. at the office of the County Surveyor at Danville,Indiana, and proceed to perform the duties required of them by law and that they report their doings to this Court on or before the 22nd day of June,1918.

It is further ordered that a certified copy of the said petition and of this order be delivered to said drainage commissioners by the Clerk of this Court and that further proceedings herein be continued.

And Court adjourned until 9 oclock A.M. Monday June 3rd,1918.

Record read and signed in open Court.

Geo.W.Pell Judge.

Monday Morning June 3rd,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W.BRill, Judge.

Will Perkins)
)
VS.) No. 10,014.
)
Tom Shroyer)

Come the parties by counsel and this cause is continued.

State of Indiana on Relation of)
German Fire Insurance Co., et al)
)
VS.) No. 10,031
)
Lorenz Schmidt.)

Comes now the defendant by counsel and files demurr to plaintiff's complain which is in the words and figures following, to-wit:(Here Insert).

Viola Smith,Lillie B.Smith)
and Flo E. Reed.)
)
VS.) No. 10,067
)
William A. Smith, Administrator of) Decree in Partition.
the Estate of William H.Hylton,decd.)

Comes now William A.Smith,Administrator defendant herein and waives notice and service of summons and files answer as follows, to-wit:(Here Insert). And this cause is now submitted to the court for trial, finding and decree,without intervention of a jury, and the Court having heard the evidence and being fully advised and informed in the premises finds that the plaintiffs are the owners in fee simple as tenants in common of the lands described in their complaint, each of said plaintiffs being the owner of an undivided one-third (1/3) part thereof, and are entitled to have partition thereof.

That the defendant William A.Smith Admr. has sufficient funds in his hands to discharge and pay all of the debts and liabilities of said estate without subjecting any of said lands to sale.

And the Court further finds, from the evidence, that the real estate described in complaint cannot be divided and the shares of the owners thereof be set off to them in severalty without manifest injury to said plaintiffs and that the same should be sold by a commissioner and the net proceeds arising therefrom be divided among the plaintiffs according to their interests therein.

It is therefore considered, adjudged and decreed by the Court that said

real estate, to-wit: "A part of the South West quarter of section 36 in Township 16 North of Range 1 West,bounded and described as follows, to-wit: Beginning at a point 32 rods South of the North West corner of said quarter Section and running thence East 120 rods; thence South 42,2/3 rods; thence West 120 rods to the West line of said quarter Section; thence North 42,2/3 rods to the place of beginning, estimated to contain 32 acres, more or less,"

"Also a part of the South half of the North west quarter of Section 34 in Township 16 North of range 1 East,bounded and described as follows, to-wit: Beginning at the South East corner of said quarter Section and running West on the South line thereof 95.18 rods to a stone located 14 rods West of the South East corner of the West half of said quarter Section; thence North 40 rods; thence North 40 degrees West 32½ rods to a stone; thence East 116½ rods to the East line of said quarter Section; thence South on said East line, 64½ rods to the place of beginning; estimated to contain 40 acres more or less."

"Also an easment, extending to last described tract, 1 rod in width East and West and about 29 rods in length North and South off of and across the East end of the following described tract of land, to-wit: Beginning at a stone on the East line of above described quarter Section located 16 chains and 15 links North of the South East conner thereof and running thence West 19 chains and 25.9 links; thence North 7 chains and 25 links; thence East 19 chains and 25.9 links to the East line of said quarter Section; thence South on said East line, to the place of beginning; estimated to contain 13 acres and adjoining said 40 acre tract on the North side thereof." be appraised accoring to law and sold at private sale at not less than the appraised value thereof for cash or one-third cash, one-third in six (6) months and one-third in twelve (12) months from day of sale, said deferred payments to be evidenced by notes with interest at 6% from date and secured by mortgage upon the premises sold said notes and mortgage to be executed by the purchaser thereof, and that out of the proceeds arising from said sale the costs of this action and expanse of said sale shall be first paid and the balance to be paid to the plaintiffs in proportions equal to their several interests in said real estate as above found and set out.

It is further considered, adjudged and decreed by the Court that William A.Smith be and he is hereby appointed commissioner to make sale of said real estate in accordance with this order, and that he give a bond in the sum of $___, with surety to the approval of the Court.

And now said Commissioner presents and files his appraisement of said real estate which appraisement is in words and figures following, to-wit:(Here Insert). And now said Commissioner presents and files his bond as directed by the Court which bond the Court now examines and approves said bond and the Court's approval noted thereon are in words and figures following, to-wit:(Here Insert).

It is finally ordered and decreed that upon sale of said real estate according to the above and foregoing order said commissioner shall make a report of said sale to the Court for approval and this cause is continued.

Howard Little, et al)
VS.) No. 9957
Melissa Ward, et al)

Comes now the parties and comes also Guy G.Cumberworth,Commissioner heretofore appointed and said Commissioner files an appraisement, proof of publication of notice of sale and notice and proof of posting of said notice and report of sale of a portion of the real estate in this proceeding ordered sold, which appraisement,notices and proof of publication of notice and proof of posting thereof are in the words and figures as follows, to-wit:(Here Insert), and report of said Commissioner is in the following words and figures, to-wit:-

"State of Indiana)
) SS: In the Hendricks Circuit Court,
County of Hendricks)
May Term,1918.

Howard Little, Minnie Davis, Samuel Little, Chester Little, Fred Little, Donald Little, Eugene Edmondson, Robert Edmondson, Columbus Edmondson, Thomas Edmondson, Joseph Edmondson, Arthur Edmondson, Elizabeth Worrell, Marie Little, and Crawford Baptist Industrial School.) No. 9957. Commissioner's Report of Sale of Part of Real Estate.

VS.

Melissa Ward, Alice McClain, Elmer T.Cox, Joseph Cox, Howard Cox, Otis Cox, Lawson Cox, Fay Good, Amy Little, Mabel Heath, Claud Cox, Alfred Cox,William G.Little, Edgar W.Little, Raymond G.Little, Edward Pierson, Laura Essary, Cora Guard, Pearl Lamis, Harry Pierson, Charles S.Cox, John A.Veatch, Sarah Gibbs, Phoebe Carrier, Marion McCormick, William McCormick, Frank McCormick, Ora McCormick, William Selch, Albert Selch, Kate Bray, Albert B.Davis, Laura Davis, Elizabeth Johnson, Addie Reagan, Carrie Spears, Hattie Black, Otto Johnson, Anna R.Oursler, Mary Oursler Southerlin, Charles Oursler, the unknown wife or widow of Andrew L. Brown, if living, and if she be dead the unknown widower, heirs and devisees of the wife or widow of Andrew L.Brown; the unknown wife or widow of Daniel Yandes, if living, and is she be dead then the unknown widower, heirs, and devisees of the wife or widow of said Daniel Yandes; the unknown wife or widow of Samuel McConnaha,if living, and if she be dead then the unknown widower, heirs,and devisees of the wife or widow of said Samuel McConnaha; John A.Carter and the unknown wife of said John A.Carter, if living, and if dead then the unknown widow, widower, heirs and devisees of said John A.Carter; Wilson Lockhart and the unknwon wife of said Wilson Lockhart, if living, and if dead then the unknown widow,widower, heirs, and devisees of said Wilson Lockhart and the unknown wife of said Wilson Lickhart; Maud Cox and Hattie Cox.

The undersigned, Guy G.Cumberworth,Commissioner duly appointed in the above entitled cause to make sale of the real estate hereinafter described, respectfully reports that pursuant to the order in this cause entered he had an appraisement made of said real estate by Charles M.Havens and A.Emmett Bly, two disinterested freeholders and householders in the neighborhood in which said land is situated in said County and the same was appraised by said appraisers and suhc appraisement has been duly filed in this Court. That said Commissioner gave notice of the time, terms and place of sale of such real

estate by publication of such notice by two successive weekly publications, the last insertion of which publication of notice was not less than ten days before the date of sale, said publication being in the Plainfield Messenger a weekly newspaper of general circulation, printed and published in the English language in the County of Hendricks, State of Indiana, and a copy of such notice so given and the proof of publication thereof have been heretofore filed in this Court. That this Commissioner also gave notice of the time,terms amd place of said sale by posting not less than five printed notices of such sale in Center Township, five in Liberty Township and five in Guilford Township, all of which notices were duly posted not less than ten days before the date of sale; That proof of posting of such notices and place where same were posted has been duly filed in this Court.

That on the 14th day of May,1918,being the time fixed for such sale and at the place in said notice specified, said Commissioner offered said real estate for sale at private sale at the office of Horace L. Hanna,Lawyer,Plainfield,Indiana, and Walter C.Martin having then and there bid therefor the sum of $103.50 per acre or $9832.50 and that being the highest and best bid received and more than the full appraised value thereof, said Commissioner, subject to the approval of this Court, sold to said Walter C_MArtin, for said sum the following tract of said real estate so ordered sold in said cause, which real estate is described as follows, to-wit:

Ninetyffive (95) acres off of and across the entire West side of the South West quarter of Section Five (5), Township Fourteen (14) North, of range One (1) East, County of Hendricks, State of Indiana.

That said purchaser has complied with the terms of such sale by paying in cash one-third of the purchase money and executing in equal amounts his notes for the residue payable in Six and Twelve Months from date of sale, waiving relief, bearing Six per cent interest from date of sale and providing for attorney's fees, and said Martin stands ready upon confirmation of said sale to secure the payment of said notes by his mortgage upon said real estate.

And said Commissioner now brings into Court the proceeds of said sale and prays that his acts in the premises may be approved.

Guy G.Cumberworth Commissioner.

James L.Clark
Horace L.Hanna
Attorneys for Commissioner.

Subscribed and sworn to before me this 3rd day of June 1918.

(Seal) Horace L. Hanna Notary Public
My Commission Expires December 1,1920.

and from which it appears and the Court so finds that after giving no ice of the sale of said real estate and having same duly appraised by the order of this Court authorizing such sale, said Commissioner sold the following described real estate in the County of Hendricks,State of Indiana, to-wit:

Ninety-five (95) acres off of and across the entire West side of the South West quarter of Section Five (5), Township fourteen (14) North,of Range One (1) East. at private sale to Walter C.Martin for the sum of $9832.50, that being the highest and best bid received and more than the full appraised value thereof. That said purchaser paid one-third of said purchase money thereof in cash and executed his notes for the

residue in accordance with the terms of such sale and which cash and notes are by said Commissioner now brought into Court.

And the Court being sufficiently advised in the premises now in all things approves said report and ratifies and confirms said sale and said Commissioner is ordered to execute to said purchaser a deed to said real estate and take from such purchaser a mortgage to secure the payment of the notes so given for deferred installments of the purchase money.

And now said Commissioner reports such a deed and same being examined is approved by the Court and delivered to the purchaser who concurrently therewith executes and delivers to said Commissioner his mortgage securing the payment of said notes.

And this cause is continued as to real estate unsold.

Horace C. Stilwell)
)
VS.) No. 10,056
)
Henry F. Campbell, et al)

Come the parties by counsel and the argument of counsel is heard upon the demurrer to defendants second paragraph of answers to Plaintiff's first,second, third and fourth paragraph of amended complaint.

State of Indiana)
)
VS.) No. 5152. Judgt. VS. Defts.
)
George Cummings,) Each to serve 6 months Indiana State Farm
Earl Dobbyns.) Each fined One Cent and disfranchised for
) One Day.
)
) J.D. 13 Page 107.

Comes again the State of Indiana by Carey W.Gaston, Prosecuting Attorney and comes also the defendants George Cummings and Earl Dobbyns into open Court in their own prop r person and the Court renders judgment on the verdict of the Jury returned in this cause on the 1st day of June,1918, as follows:

It is therefore ordered and adjudged by the Court that the defendants George Cummings and Earl Dobbyns are each guilty of Petit Larceny and that they each be confined in the Indiana State Farm for the period of Six months; that they each pay a fine in the sum of One Cent, and that they each be disfranchised and rendered incapable of holding any office of trust or profit for the period of One Day. And now each of the defendants are asked if there was any reason to be given why sentence should not be pronounced upon the verdict of the Jury and the judgment of the Court and no good or sufficient reason appearing to the Court each of the above named defendants are sentenced in

conformity to the verdict and judgment herein. And by order of the Court a certified copy of this Judgment and decree will authorize the Sheiriff to transmit the defendants to the Indiana State Farm.

All of which is finally ordered, adjudged and decreed.

Monday June 3rd,1918 and the 25th day of the May Term,1918.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo. W. Bill Judge.

Tuesday June 4th,1918 and the 26th day of the May Term,1918.

Tuesday Morning June 4th,1918.

Court met pursuant to adjournment

Pres. Hon. Geo. W.BRill, Judge.

The Chamberlain Metal Weatherstrip Company.

VS.

Caroline H. Auble,
Joseph H. Borum.

No. 10,007. Judgt. Vs. Deft. Joseph H.Borum for $153.00 and costs.

Judgt. Vs. Plff. for Costs favor of Caroline H. Auble.

J.D. 13 Page 107.

Come now the parties in person and by counsel and the defendants each file separate answer in general denial, And now this cause being at issue is called for trial, the jury being present and ordered by the Court to be empaneled to try this cause, the parties now each in open Court waive the submission of the issues of this cause to a jury and by agreement of the parties this cause is now submitted to the Court for trial,finding, judgment and decree without the intervention of a jury, and the jury having been present for this cause the costs of the Jury are ordered taxed to Marion County,Ind.

And the Court having heard the evidence and argument of counsel and been sufficiently advised in the premises finds for the plaintiff as against the defendant Joseph H.Borum on the contract set out in the complaint and that plaintiff is entitled to recover of said defendant the sum of $153.00. And the Court finds for the defendant Caroline H.Auble.

It is therefore considered and adjudged by the Court that the plaintiff recover of the defendant Joseph H.Borum the sum of One Hundred Fifty-three & no/100 Dollars,together with its costs herein laid out and expended taxed at $ Dollars and cents.

It is further considered and adjudged that the plaintiff take nothing as against the defendant Caroline H.Auble and that said defendant recover of the plaintiff her costs herein.

Louisa M. Lewis, Admx.

VS.

Pittsburgh,Cincinnati, Chicago, & St. Louis Ry. Co.

No. 10,036

Come the parties and by agreement of counsel this cause is continued.

Tuesday June 4th,1918 and the 26th day of the May Term,1918.

And Court adjourned until 9 oclock A.M. to-morrow.

Record read and signed in open Court.

Geo. W. Bull Judge.

SEE CIVIL ORDER BOOK 66.

IF IT'S USED IN AN OFFICE BURFORD HAS IT
WM. B. BURFORD BLANK BOOK MANUFACTURER INDIANAPOLIS